

# STATE OF UTAH

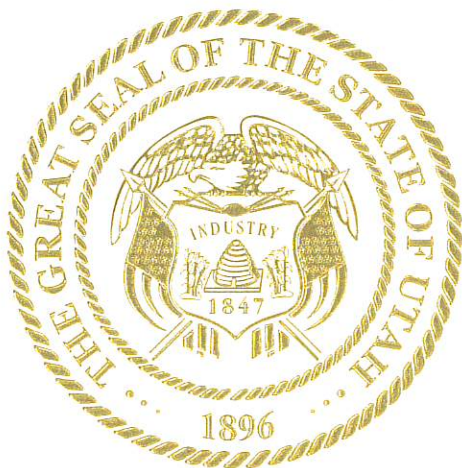


OFFICE OF THE LIEUTENANT GOVERNOR

## 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 WOLF CREEK INFRASTRUCTURE FINANCING DISTRICT NO. 1 located in WEBER COUNTY, dated DECEMBER 5, 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 WOLF CREEK INFRASTRUCTURE FINANCING DISTRICT NO. 1, 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 3<sup>rd</sup> day of January, 2025 at Salt Lake City, Utah.

A handwritten signature in black ink, reading "Deidre M. Henderson".

DEIDRE M. HENDERSON  
Lieutenant Governor



**WOLF CREEK INFRASTRUCTURE FINANCING DISTRICT NO. 1  
COBABE RANCH**  
LOCATED IN THE WEST HALF OF SECTION 26, THE SOUTH EAST QUARTER OF SECTION 27,  
AND THE NORTHEAST QUARTER OF SECTION 34  
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,  
WEBER COUNTY, UTAH  
OCTOBER 2024

BOUNDARY DESCRIPTION

A PART OF THE WEST HALF OF SECTION 26, THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN.  
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 AND RUNNING THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 NORTH 00°28'28" EAST 1479.13 FEET; THENCE SOUTH 89°48'08" EAST 942.48 FEET; THENCE SOUTH 00°12'16" WEST 177.22 FEET; THENCE SOUTH 89°48'06" EAST 1537.86 FEET; THENCE SOUTH 18°43'07" WEST 794.95 FEET; THENCE SOUTH 64°21'31" WEST 942.83 FEET; THENCE SOUTH 06°50'26" WEST 888.49 FEET; THENCE SOUTH 37°35'19" WEST 417.03 FEET; THENCE SOUTH 00°11'11" EAST 249.54 FEET; THENCE NORTH 89°53'01" WEST 384.50 FEET; THENCE SOUTH 01°24'08" WEST 241.54 FEET; THENCE SOUTH 87°08'25" WEST 28.30 FEET; THENCE SOUTH 00°18'15" WEST 296.81 FEET; THENCE NORTH 89°14'24" WEST 618.30 FEET; THENCE NORTH 00°22'02" EAST 40.45 FEET; THENCE NORTH 89°39'49" WEST 1320.00 FEET; THENCE SOUTH 00°13'11" WEST 376.94 FEET; THENCE SOUTH 86°02'25" WEST 174.61 FEET; THENCE SOUTH 86°02'25" WEST 1121.10 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5100 EAST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°16'28" EAST 810.29 FEET; THENCE SOUTH 89°38'25" EAST 1011.78 FEET; THENCE NORTH 13°25'49" WEST 861.43 FEET; THENCE SOUTH 89°34'09" EAST 1506.02 FEET; THENCE SOUTH 89°34'09" EAST 300.00 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER NORTH 00°22'02" EAST 650.49 FEET TO THE POINT OF BEGINNING. CONTAINING 176.671 ACRES.

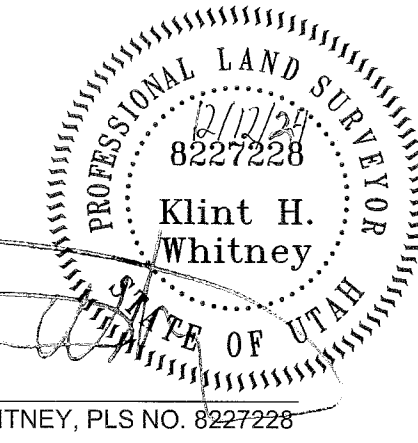
NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE AN INFRASTRUCTURE FINANCING DISTRICT. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS SOUTH 00°22'14" WEST, WEBER COUNTY, UTAH NORTH NAD 83 STATE PLANE GRID BEARING.

SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 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 THIS 12<sup>th</sup> DAY OF December, 2024.



WEBER COUNTY CLERK

I, THE WEBER COUNTY CLERK, AS THE APPROVING AUTHORITY FOR THIS PLAT BASED ON THE DEFINITION SET FORTH IN UTAH CODE 17-23-20(1)(A), BEING THE PERSON REQUIRED TO SUBMIT A NOTICE OF IMPENDING BOUNDARY ACTION TO THE LT. GOVERNOR UNDER 17B-1-209(3)(B)(IV), HAVE CERTIFIED THE PETITION FOR THIS FINAL LOCAL ENTITY PLAT.

SIGNED THIS 12<sup>th</sup> DAY OF December, 2024.

*Ricky D. Hatch*  
WEBER COUNTY CLERK



WEBER COUNTY SURVEYOR

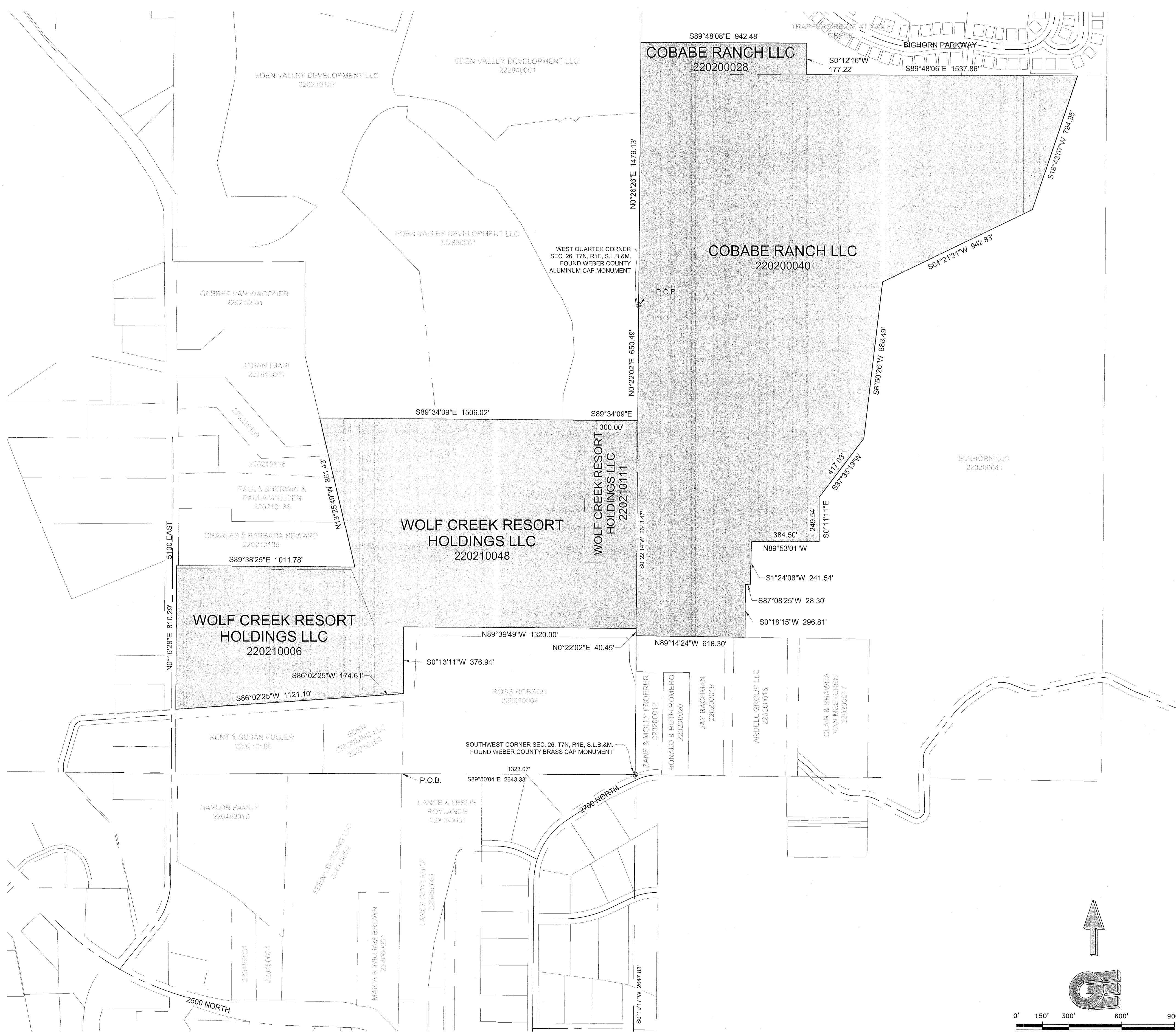
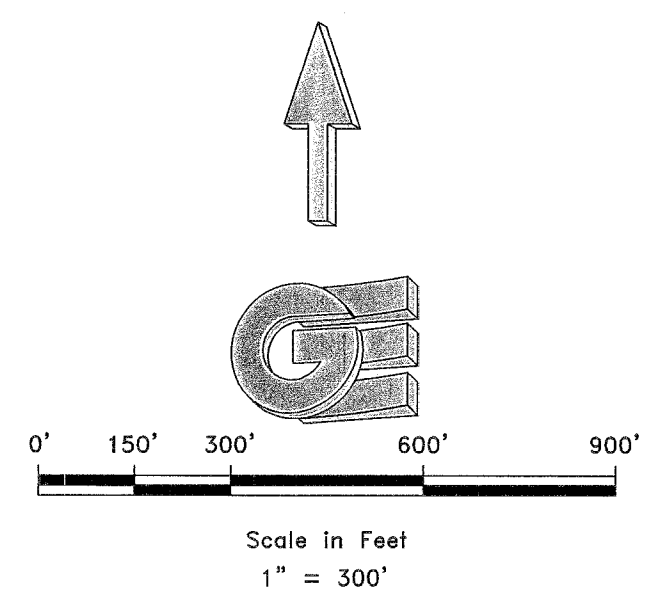
I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA, AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN COUNTY OFFICES. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS 12<sup>th</sup> DAY OF December, 2024.

*Jeremy Matthews*  
COUNTY SURVEYOR

LEGEND

- WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- DISTRICT BOUNDARY
- INTERIOR PARCEL
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE



REVISIONS	DESCRIPTION
DATE	

WOLF CREEK IFD  
LOCATED IN THE WEST HALF OF SECTION 26, THE SOUTHEAST  
QUARTER OF SECTION 27, AND THE NORTHEAST  
QUARTER OF SECTION 34  
TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE S.L.B.&M.

**GARDNER ENGINEERING**  
CIVIL - LAND PLANNING  
MUNICIPAL - LAND SURVEYING  
5150 SOUTH 3725 EAST, GGDEN, UT  
OFFICE: 801-476-6020 FAX: 801-476-6066

COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_

FILED FOR AND RECORDED \_\_\_\_\_

AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL \_\_\_\_\_

RECORDS, PAGE \_\_\_\_\_, RECORDED \_\_\_\_\_

FOR \_\_\_\_\_

\_\_\_\_\_ COUNTY RECORDER

BY: \_\_\_\_\_

P1  
5



**WOLF CREEK INFRASTRUCTURE FINANCING DISTRICT NO. 1**  
**OSPREY RANCH**  
 LOCATED IN PARTS OF SECTIONS 33 AND 34,  
 TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,  
 WEBER COUNTY, UTAH  
 OCTOBER 2024

**BOUNDARY DESCRIPTION**

A PART OF SECTION 33, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 BEING LOCATED SOUTH 89°15'44" EAST 1107.98 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FROM THE NORTHWEST CORNER OF SAID SECTION 33; RUNNING THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER SOUTH 89°15'44" EAST 831.20 FEET; THENCE SOUTH 17°34'49" EAST 209.73 FEET; THENCE SOUTH 14°33'37" EAST 145.40 FEET; THENCE NORTH 89°59'45" EAST 592.13 FEET; THENCE SOUTH 00°01'00" EAST 993.73 FEET; THENCE SOUTH 89°24'48" EAST 1316.19 FEET; THENCE SOUTH 00°17'51" WEST 1324.59 FEET; THENCE NORTH 89°27'06" WEST 1314.49 FEET; THENCE SOUTH 00°14'51" WEST 1325.25 FEET; THENCE SOUTH 00°11'58" WEST 1283.97 FEET; THENCE SOUTH 89°30'41" EAST 971.69 FEET; THENCE SOUTH 00°15'55" WEST 716.21 FEET; THENCE SOUTH 89°27'16" EAST 330.00 FEET; THENCE SOUTH 00°15'55" WEST 102.77 FEET; THENCE ALONG THE ARC OF A 328.00 FOOT RADIUS CURVE TO THE RIGHT 16.92 FEET WITH AN INTERNAL ANGLE OF 02°57'23" AND A CHORD BEARING SOUTH 71°10'07" EAST 16.92 FEET; THENCE SOUTH 69°41'26" EAST 7.86 FEET; THENCE ALONG THE ARC OF A 122.00 FOOT RADIUS CURVE TO THE RIGHT 118.61 FEET WITH AN INTERNAL ANGLE OF 05°42'17" AND A CHORD BEARING SOUTH 41°50'18" EAST 114.00 FEET; THENCE SOUTH 13°59'09" EAST 122.80 FEET; THENCE ALONG THE ARC OF A 179.14 FOOT RADIUS CURVE TO THE LEFT 47.39 FEET WITH AN INTERNAL ANGLE OF 15°09'30" AND A CHORD BEARING SOUTH 21°33'54" EAST 47.26 FEET; THENCE SOUTH 53°49'45" WEST 44.12 FEET; THENCE SOUTH 00°00'00" EAST 161.54 FEET; THENCE SOUTH 45°00'05" WEST 160.41 FEET; THENCE NORTH 89°32'17" WEST 2608.44 FEET; THENCE NORTH 00°06'34" EAST 908.49 FEET; THENCE NORTH 43°44'33" WEST 497.41 FEET; THENCE NORTH 28°29'33" EAST 77.14 FEET; THENCE SOUTH 89°38'24" EAST 975.11 FEET; THENCE NORTH 00°21'49" EAST 1324.12 FEET; THENCE NORTH 89°41'39" WEST 1226.44 FEET TO THE EAST BOUNDARY LINE OF BIG SKY ESTATES SUBDIVISION NO. 1 & NO. 2; RUNNING THENCE ALONG SAID SUBDIVISION LINE THE FOLLOWING TEN (10) COURSES: (1) NORTH 13°11'10" EAST 89.84 FEET; (2) SOUTH 89°41'39" EAST 504.99 FEET; (3) NORTH 30°01'35" WEST 133.91 FEET; (4) NORTH 64°58'13" EAST 233.12 FEET; (5) NORTH 00°18'23" EAST 269.99 FEET; (6) NORTH 57°48'19" WEST 422.50 FEET; (7) NORTH 25°18'20" EAST 597.00 FEET; (8) NORTH 02°49'12" EAST 662.33 FEET; (9) NORTH 00°18'20" EAST 439.01 FEET; (10) NORTH 89°41'38" WEST 450.11 FEET; THENCE NORTH 02°49'12" EAST 662.33 FEET; THENCE SOUTH 69°41'45" EAST 334.35 FEET; THENCE NORTH 19°35'20" EAST 848.20 FEET TO THE POINT OF BEGINNING, CONTAINING 280.870 ACRES.

ALSO, BEGINNING AT A POINT BEING LOCATED NORTH 00°22'52" EAST 651.18 FEET FROM THE SOUTHEAST QUARTER CORNER OF SAID SECTION 33; RUNNING THENCE NORTH 00°23'00" EAST 672.71 FEET; THENCE SOUTH 89°06'27" EAST 1391.50 FEET; THENCE SOUTH 36°02'32" EAST 585.87 FEET TO THE WEST RIGHT-OF-WAY LINE OF SR-158; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 26°13'31" WEST 195.61 FEET; (2) SOUTH 16°08'16" WEST 350.88 FEET; (3) SOUTH 16°08'16" WEST 64.75 FEET; THENCE NORTH 82°23'06" WEST 149.43 FEET; THENCE SOUTH 33°52'39" WEST 100.00 FEET; THENCE NORTH 85°42'21" WEST 50.00 FEET; THENCE NORTH 52°12'21" WEST 50.00 FEET; THENCE NORTH 40°27'21" WEST 150.00 FEET; THENCE NORTH 89°42'21" WEST 450.00 FEET; THENCE SOUTH 00°17'39" WEST 70.00 FEET; THENCE NORTH 89°42'21" WEST 250.61 FEET; THENCE NORTH 00°17'39" EAST 526.00 FEET; THENCE NORTH 89°42'21" WEST 242.00 FEET; THENCE SOUTH 01°51'07" WEST 150.00 FEET; THENCE SOUTH 34°45'52" WEST 110.00 FEET; THENCE NORTH 70°00'53" WEST 106.28 FEET TO THE POINT OF BEGINNING, CONTAINING 31.883 ACRES.

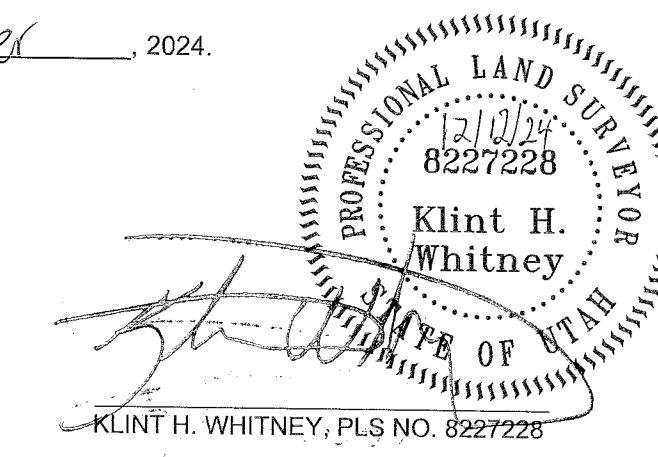
**NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO CREATE AN INFRASTRUCTURE FINANCING DISTRICT. THE CONTROL USED TO ESTABLISH THE BOUNDARY IS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE WEST LINE OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 00°03'24" EAST, WEBER COUNTY, UTAH NORTH NAD 83 STATE PLANE GRID BEARING.

**SURVEYOR'S CERTIFICATE**

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 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 THIS 12<sup>th</sup> DAY OF December, 2024.

  
 Klint H. Whitney  
 PROFESSIONAL LAND SURVEYOR  
 PL. NO. 8227228

**WEBER COUNTY SURVEYOR**

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA, AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN COUNTY OFFICES. 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.

SIGNED THIS 12<sup>th</sup> DAY OF December, 2024.

  
 COUNTY SURVEYOR

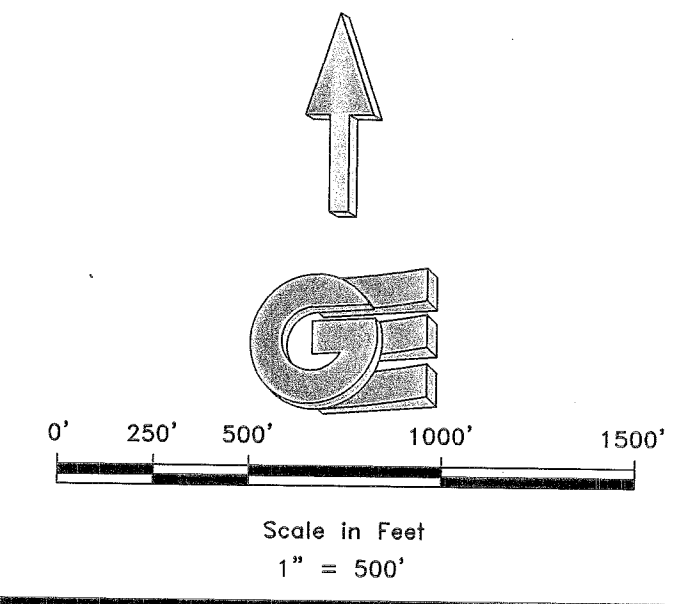
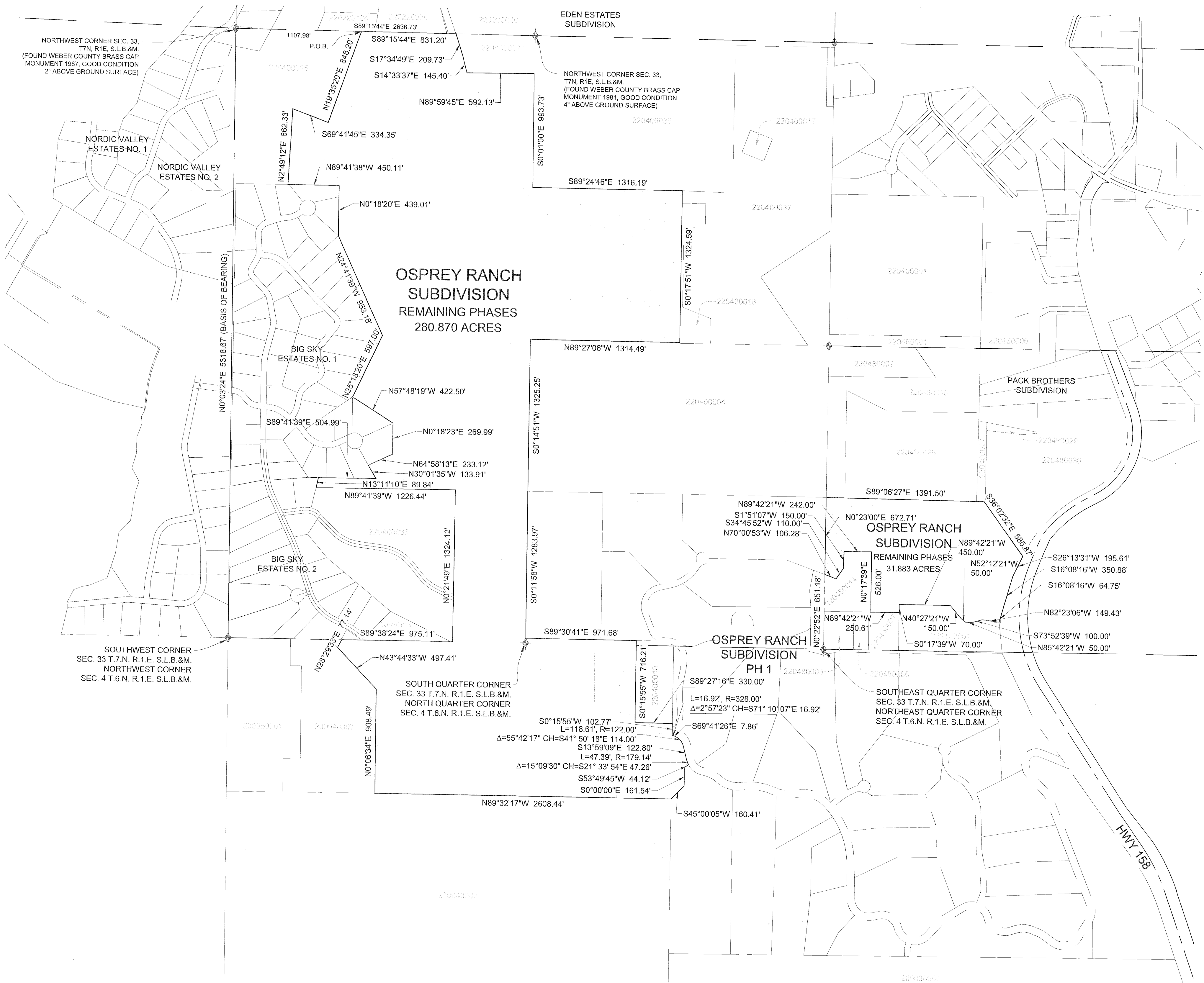
**WEBER COUNTY CLERK**









I, THE WEBER COUNTY CLERK, AS THE APPROVING AUTHORITY FOR THIS PLAT BASED ON THE DEFINITION SET FORTH IN UTAH CODE 17-23-20(1)(A), BEING THE PERSON REQUIRED TO SUBMIT A NOTICE OF IMPENDING BOUNDARY ACTION TO THE LT. GOVERNOR UNDER 17B-1-209(3)(b)(iv), HAVE CERTIFIED THE PETITION FOR THIS FINAL LOCAL ENTITY PLAT.

SIGNED THIS 12<sup>th</sup> DAY OF December, 2024.

  
 WEBER COUNTY CLERK

  
 COUNTY AUDITOR  
 SEAL



- LEGEND**
-  WEBER COUNTY MONUMENT AS NOTED
  -  SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
  -  DISTRICT BOUNDARY
  -  INTERIOR PARCEL
  -  ADJACENT PARCEL
  -  SECTION LINE
  -  EASEMENT
  -  EXISTING FENCE LINE

P2  
5

COUNTY RECORDER	
ENTRY NO. _____	FEE PAID _____
FILED FOR AND RECORDED _____	
AT _____ IN BOOK _____	OF OFFICIAL _____
RECORDS, PAGE _____	RECORDED _____
FOR _____	
_____	COUNTY RECORDER
BY: _____	

SCALE: 1" = 500'  
 DATE: 12/12/24  
 DESIGN: \_\_\_\_\_  
 DRAWN: JTN  
 CHECKED: KHW  
 DWG. NO.: \_\_\_\_\_

WOLF CREEK IFD  
 +/- 1899 NORTH HIGHWAY 158, EDEN, UTAH  
 LOCATED IN SECTION 33 AND 34  
 TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE S.L.B.&M.

**GARDNER ENGINEERING**  
 CIVIL - LAND PLANNING  
 MUNICIPAL - LAND SURVEYING  
 5150 SOUTH 375 EAST OGDEN, UT  
 OFFICE: 801-476-0202 FAX: 801-476-0066



# WOLF CREEK INFRASTRUCTURE FINANCING DISTRICT NO. 1

## EAGLE CREST

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,  
WEBER COUNTY, UTAH  
OCTOBER 2024

### BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE NORTH SECTION LINE OF SAID NORTHEAST QUARTER OF SECTION 21, SAID POINT BEING LOCATED NORTH 89°27'01" WEST 424.94 FEET ALONG SAID NORTH SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 21; RUNNING THENCE SOUTH 23°10'15" EAST 180.39 FEET; THENCE SOUTH 61°48'17" EAST 323.90 FEET; THENCE SOUTH 89°32'10" EAST 66.09 FEET TO THE EAST SECTION LINE OF SAID NORTHEAST QUARTER SECTION; THENCE ALONG SAID EAST SECTION LINE SOUTH 00°20'47" WEST 168.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FAIRWAYS DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) ALONG THE ARC OF A 780.00 FOOT RADIUS CURVE TO THE LEFT 48.25 FEET WITH AN INTERNAL ANGLE OF 03°32'39" AND A CHORD BEARING SOUTH 59°33'58" WEST 48.24 FEET; (2) ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE RIGHT 201.43 FEET WITH AN INTERNAL ANGLE OF 03°32'39" AND A CHORD BEARING SOUTH 73°49'23" WEST 198.81 FEET; (3) SOUTH 89°51'09" WEST 266.68 FEET; (4) THENCE ALONG THE ARC OF A 340.00 FOOT RADIUS CURVE TO THE LEFT 372.33 FEET WITH AN INTERNAL ANGLE OF 62°44'38" AND A CHORD BEARING SOUTH 58°28'50" WEST 354.00 FEET; (5) SOUTH 27°06'31" WEST 414.10 FEET; (6) ALONG THE ARC OF A 510.00 FOOT RADIUS CURVE TO THE RIGHT 421.78 FEET WITH AN INTERNAL ANGLE OF 47°23'04" AND A CHORD BEARING SOUTH 50°48'03" WEST 409.86 FEET; THENCE NORTH 15°07'31" WEST 53.83 FEET; THENCE NORTH 09°22'10" EAST 1337.74 FEET TO SAID NORTH SECTION LINE OF THE NORTHEAST QUARTER OF SECTION 21; THENCE ALONG SAID NORTH SECTION LINE SOUTH 89°27'01" EAST 891.25 FEET TO THE POINT OF BEGINNING. CONTAINING **22.325 ACRES**.

ALSO,

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE EAST SECTION LINE OF SAID NORTHEAST QUARTER OF SECTION 21, SAID POINT BEING LOCATED SOUTH 00°20'47" WEST 168.48 FEET ALONG SAID EAST SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 21; RUNNING THENCE ALONG SAID EAST SECTION LINE NORTH 89°38'30" WEST 739.37 FEET TO THE NORTH SUBDIVISION LINE OF PATIO SPRINGS UNIT NO. 1; THENCE ALONG SAID NORTH SUBDIVISION LINE NORTH 89°38'30" WEST 739.37 FEET TO THE NORTHERLY SUBDIVISION LINE OF EAGLE RIDGE SUBDIVISION PHASES 4 & 5; THENCE ALONG SAID NORTHERLY SUBDIVISION LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 32°25'00" WEST 185.79 FEET; (2) SOUTH 57°35'00" WEST 157.79 FEET; (3) THENCE ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT 184.03 FEET WITH AN INTERNAL ANGLE OF 31°57'04" AND A CHORD BEARING NORTH 50°49'36" EAST 474.64 FEET; (4) NORTH 66°44'58" WEST 112.60 FEET; (5) ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT 59.57 FEET WITH AN INTERNAL ANGLE OF 10°20'34" AND A CHORD BEARING NORTH 71°55'16" WEST 59.49 FEET; (6) NORTH 15°23'05" EAST 203.17 FEET; THENCE NORTH 15°07'31" WEST 220.64 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FAIRWAYS DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF A 590.00 FOOT RADIUS CURVE TO THE LEFT 488.47 FEET WITH AN INTERNAL ANGLE OF 47°26'10" AND A CHORD BEARING NORTH 50°49'36" EAST 474.64 FEET; (2) NORTH 27°06'31" EAST 414.10 FEET; (3) ALONG THE ARC OF A 260.00 FOOT RADIUS CURVE TO THE LEFT 244.26 FEET WITH AN INTERNAL ANGLE OF 62°44'38" AND A CHORD BEARING NORTH 58°28'50" EAST 270.71 FEET; (4) NORTH 89°51'09" EAST 266.68 FEET; (5) ALONG THE ARC OF A 440.93 FOOT RADIUS CURVE TO THE LEFT 244.26 FEET WITH AN INTERNAL ANGLE OF 31°44'22" AND A CHORD BEARING NORTH 73°57'56" EAST 241.15 FEET TO THE POINT OF BEGINNING. CONTAINING 33.695 ACRES.

### NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CREATE AN INFRASTRUCTURE FINANCING DISTRICT. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE NORTH LINE OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE S.L.B.&M. WHICH BEARS NORTH 89°27'01" WEST, WEBER COUNTY, UTAH NORTH NAD 83 STATE PLANE GRID BEARING.

### SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 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 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 THIS 12<sup>th</sup> DAY OF December, 2024.

*Klint H. Whitney*  
PROFESSIONAL LAND SURVEYOR  
8227228  
KLINT H. WHITNEY, PLS NO. 8227228

### WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA, AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN COUNTY OFFICES. 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.

SIGNED THIS 12<sup>th</sup> DAY OF December, 2024.

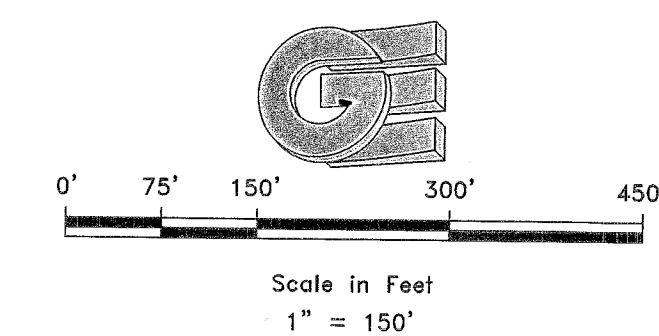
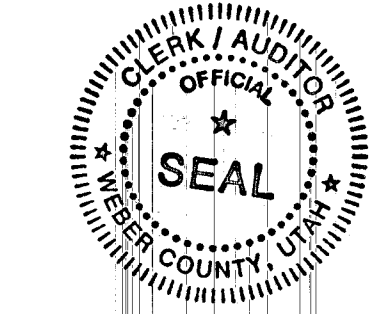
*Jeremy Mathews*  
COUNTY SURVEYOR

### WEBER COUNTY CLERK

I, THE WEBER COUNTY CLERK, AS THE APPROVING AUTHORITY FOR THIS PLAT BASED ON THE DEFINITION SET FORTH IN UTAH CODE 17-23-20(1)(A), BEING THE PERSON REQUIRED TO SUBMIT A NOTICE OF IMPENDING BOUNDARY ACTION TO THE LT. GOVERNOR UNDER 17B-1-209(3)(B)(IV), HAVE CERTIFIED THE PETITION FOR THIS FINAL LOCAL ENTITY PLAT.

SIGNED THIS 13<sup>th</sup> DAY OF December, 2024.

*Ricky D. Habel*  
WEBER COUNTY CLERK



### LEGEND

- ◆ WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- DISTRICT BOUNDARY
- INTERIOR PARCEL
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- × EXISTING FENCE LINE

P3  
5

REVISIONS	DESCRIPTION
DATE	

WOLF CREEK IFD  
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE S.L.B.&M.  
WEBER COUNTY, UTAH

**GARDNER ENGINEERING**  
CIVIL, LAND PLANNING  
MUNICIPAL, LAND SURVEYING  
5150 SOUTH 375 EAST OGDEN, UT  
OFFICE: 801-476-0202 FAX: 801-476-0066

COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_

FILED FOR AND RECORDED \_\_\_\_\_

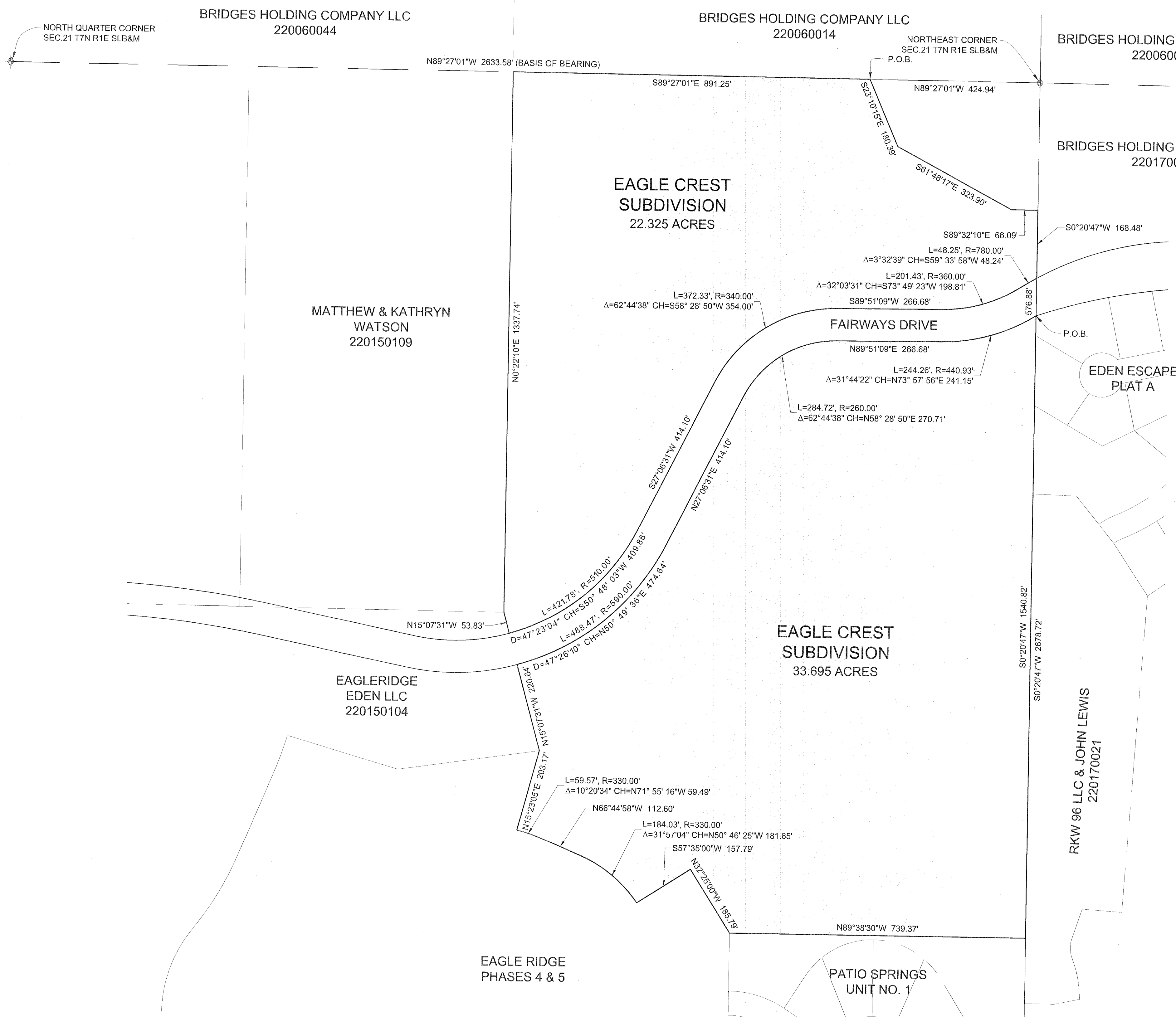
AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL \_\_\_\_\_

RECORDS, PAGE \_\_\_\_\_, RECORDED \_\_\_\_\_

FOR \_\_\_\_\_

COUNTY RECORDER \_\_\_\_\_

BY: \_\_\_\_\_





# WOLF CREEK INFRASTRUCTURE FINANCING DISTRICT NO. 1

## THE BRIDGES

LOCATED IN PARTS OF SECTIONS 15, 16, 21 AND 22  
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,  
WEBER COUNTY, UTAH  
OCTOBER 2024

BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE SOUTH HALF OF SECTION 16, AND THE NORTHWEST QUARTER OF SECTION 22 AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 16; RUNNING THENCE ALONG THE EAST SECTION LINE OF SAID SOUTH HALF OF SECTION 16 NORTH 00°20'34" EAST 1321.19 FEET; THENCE NORTH 89°19'26" WEST 1316.32 FEET; THENCE SOUTH 00°21'49" WEST 1324.09 FEET TO THE SOUTH SECTION LINE OF SAID SOUTH HALF OF SECTION 16; THENCE ALONG SAID SOUTH SECTION LINE NORTH 89°27'01" WEST 1974.97 FEET; THENCE NORTH 00°23'38" EAST 2655.19 FEET; THENCE SOUTH 89°28'10" EAST 2722.71 FEET TO THE WEST BOUNDARY LINE OF THE GROVE CABINS SUBDIVISION PHASE 1; RUNNING THENCE ALONG SAID WEST SUBDIVISION BOUNDARY THE FOLLOWING THIRTEEN (13) COURSES: (1) SOUTH 11°09'13" EAST 58.22 FEET; (2) THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 32.48 FEET WITH A CHORD BEARING SOUTH 26°03'54" WEST 30.24 FEET; (3) ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE LEFT 292.75 FEET WITH A CHORD BEARING SOUTH 16°41'27" WEST 261.54 FEET; (4) SOUTH 29°54'08" EAST 55.60 FEET; (5) NORTH 60°05'52" EAST 60.00 FEET; (6) NORTH 66°41'22" EAST 12.87 FEET; (7) ALONG THE ARC OF A 5.39 FOOT RADIUS CURVE TO THE RIGHT 9.85 FEET WITH A CHORD BEARING SOUTH 57°22'43" EAST 8.53 FEET; (8) SOUTH 19°43'24" EAST 11.15 FEET; (9) ALONG THE ARC OF A 182.00 FOOT RADIUS CURVE TO THE RIGHT 75.39 FEET WITH A CHORD BEARING NORTH 81°52'10" EAST 74.85 FEET; (10) SOUTH 08°09'16" WEST 115.58 FEET; (11) SOUTH 77°46'56" EAST 102.59 FEET; (12) ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT 103.62 FEET WITH A CHORD BEARING SOUTH 66°59'15" EAST 103.01 FEET; (13) NORTH 33°48'26" EAST 137.60 FEET TO THE WEST SUBDIVISION LINE OF MOUNTAINSIDE SUBDIVISION PHASES 1 & 2; THENCE ALONG SAID WEST SUBDIVISION LINE THE FOLLOWING FOURTEEN (14) COURSES: (1) SOUTH 41°09'10" EAST 142.02 FEET; (2) SOUTH 26°35'30" EAST 69.69 FEET; (3) SOUTH 53°58'51" EAST 22.52 FEET; (4) SOUTH 20°27'46" EAST 325.62 FEET; (5) SOUTH 43°14'46" EAST 320.18 FEET; (6) SOUTH 29°27'11" EAST 133.15 FEET; (7) SOUTH 41°56'03" EAST 90.00 FEET; (8) SOUTH 40°27'51" EAST 87.66 FEET; (9) SOUTH 23°17'32" EAST 86.03 FEET; (10) SOUTH 10°14'13" EAST 171.74 FEET; (11) SOUTH 12°29'05" EAST 124.25 FEET; (12) SOUTH 18°32'40" EAST 105.78 FEET; (13) SOUTH 41°11'02" EAST 188.12 FEET; (14) NORTH 76°19'34" EAST 92.50 FEET TO THE WEST BOUNDARY LINE OF PARKSIDE SUBDIVISION PHASES 1, 2, AND 3; RUNNING THENCE ALONG SAID WEST SUBDIVISION LINE THE FOLLOWING THIRTY-NINE (39) COURSES: (1) SOUTH 67°07'22" WEST 161.45 FEET; (2) SOUTH 62°00'06" WEST 345.82 FEET; (3) SOUTH 76°28'51" WEST 50.67 FEET; (4) SOUTH 62°00'06" WEST 77.86 FEET; (5) SOUTH 27°14'54" EAST 110.01 FEET; (6) SOUTH 11°09'26" EAST 52.21 FEET; (7) SOUTH 28°53'55" EAST 104.63 FEET; (8) SOUTH 48°08'04" WEST 27.29 FEET; (9) SOUTH 37°09'52" EAST 110.00 FEET; (10) SOUTH 30°43'34" EAST 50.36 FEET; (11) SOUTH 38°29'56" EAST 115.23 FEET; (12) NORTH 68°26'02" EAST 120.14 FEET; (13) NORTH 82°26'55" EAST 161.08 FEET; (14) NORTH 72°57'22" EAST 99.90 FEET; (15) NORTH 55°40'38" EAST 164.59 FEET; (16) NORTH 63°21'03" EAST 214.90 FEET; (17) NORTH 47°28'15" EAST 111.18 FEET; (18) NORTH 50°07'17" WEST 5.04 FEET; (19) NORTH 35°33'11" EAST 50.53 FEET; (20) NORTH 74°39'08" EAST 33.51 FEET; (21) ALONG THE ARC OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT 105.53 FEET WITH A CHORD BEARING SOUTH 02°26'11" WEST 103.85 FEET; (22) SOUTH 20°13'14" WEST 165.87 FEET; (23) ALONG THE ARC OF A 280.00 FOOT RADIUS CURVE TO THE LEFT 59.65 FEET WITH A CHORD BEARING SOUTH 14°07'02" WEST 59.54 FEET; (24) ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 35.15 FEET WITH A CHORD BEARING SOUTH 48°17'46" WEST 32.33 FEET; (25) SOUTH 88°34'43" WEST 33.86 FEET; (26) ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT 71.48 FEET WITH A CHORD BEARING SOUTH 84°40'41" WEST 71.43 FEET; (27) SOUTH 90°46'39" WEST 8.53 FEET; (28) ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 29.54 FEET WITH A CHORD BEARING NORTH 65°22'05" WEST 27.85 FEET; (29) ALONG THE ARC OF A 47.50 FOOT RADIUS CURVE TO THE LEFT 111.55 FEET WITH A CHORD BEARING SOUTH 81°12'42" WEST 87.63 FEET; (30) NORTH 73°20'57" WEST 30.75 FEET; (31) SOUTH 29°28'32" WEST 143.70 FEET; (32) SOUTH 60°33'28" EAST 162.14 FEET; (33) NORTH 29°26'32" EAST 43.31 FEET; (34) NORTH 88°34'43" EAST 133.38 FEET; (35) NORTH 01°25'17" WEST 114.83 FEET; (36) NORTH 88°34'43" EAST 33.67 FEET; (37) ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 35.15 FEET WITH A CHORD BEARING SOUTH 51°08'21" EAST 32.33 FEET; (38) ALONG THE ARC OF A 280.00 FOOT RADIUS CURVE TO THE LEFT 102.00 FEET WITH A CHORD BEARING SOUTH 21°17'34" EAST 101.44 FEET; (39) SOUTH 31°43'43" EAST 66.92 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FAIRWAYS DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 61°09'26" WEST 249.06 FEET; (2) ALONG THE ARC OF A 560.00 FOOT RADIUS CURVE TO THE RIGHT 302.33 FEET WITH A CHORD BEARING SOUTH 76°37'25" WEST 298.67 FEET; (3) NORTH 87°54'37" WEST 408.86 FEET; (4) ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE LEFT 418.64 FEET WITH A CHORD BEARING SOUTH 76°42'50" WEST 413.63 FEET TO THE WEST SECTION LINE OF SAID NORTHWEST QUARTER OF SECTION 22; THENCE ALONG SAID WEST SECTION LINE NORTH 00°20'47" EAST 168.48 FEET; THENCE NORTH 89°32'10" WEST 66.09 FEET; THENCE NORTH 61°48'17" WEST 323.90 FEET; THENCE NORTH 23°10'15" WEST 180.39 FEET TO SAID SOUTH SECTION LINE OF THE SOUTH HALF OF SECTION 16; THENCE ALONG SAID SOUTH SECTION LINE SOUTH 89°27'01" EAST 424.94 FEET TO THE POINT OF BEGINNING, CONTAINING 8,019,178 SQUARE FEET OR 184,095 ACRES.

ALSO,

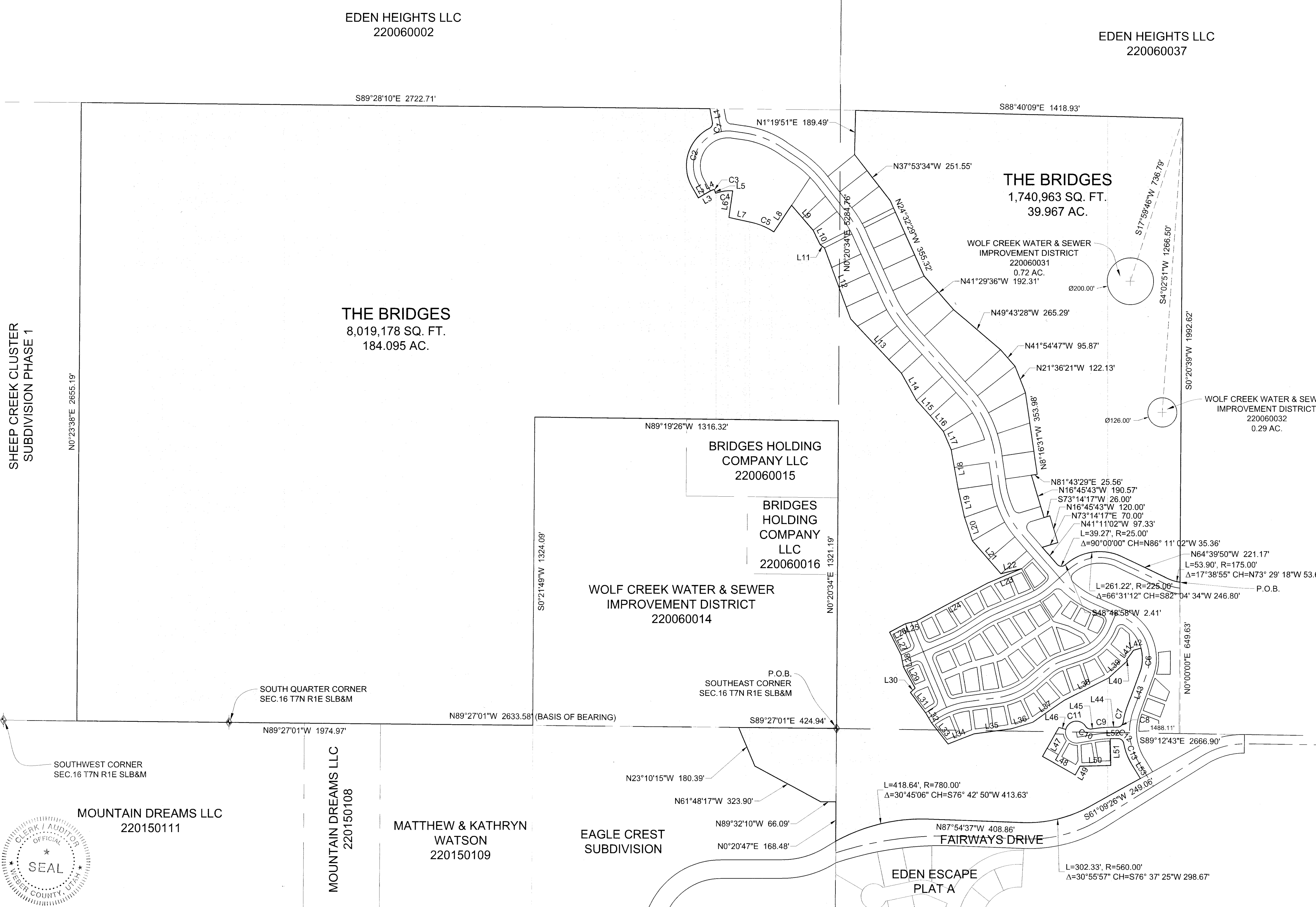
A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS. BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SNOWFLAKE DRIVE, SAID POINT BEING LOCATED SOUTH 89°12'43" EAST 1488.11 FEET ALONG THE SOUTH SECTION LINE OF SAID SOUTHWEST QUARTER SECTION AND NORTH 00°00'00" EAST 649.63 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 15; RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT 53.90 FEET WITH A CHORD BEARING NORTH 73°29'18" WEST 53.69 FEET; (2) NORTH 64°39'50" WEST 221.17 FEET; (3) ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT 261.22 FEET WITH A CHORD BEARING SOUTH 82°04'34" WEST 246.80 FEET; (4) SOUTH 48°48'58" WEST 2.41 FEET; (5) ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 39.27 FEET WITH A CHORD BEARING NORTH 86°11'02" WEST 35.36 FEET TO THE EAST SUBDIVISION LINE OF MOUNTAINSIDE SUBDIVISION PHASES 1 & 2; THENCE ALONG SAID EAST SUBDIVISION LINE THE FOLLOWING THIRTEEN (13) COURSES: (1) NORTH 41°11'02" WEST 97.33 FEET; (2) NORTH 73°14'17" EAST 70.00 FEET; (3) NORTH 16°45'43" WEST 120.00 FEET; (4) SOUTH 73°14'17" WEST 26.00 FEET; (5) NORTH 16°45'43" WEST 190.57 FEET; (6) NORTH 81°43'29" EAST 25.56 FEET; (7) NORTH 08°16'31" WEST 353.98 FEET; (8) NORTH 21°36'21" WEST 122.13 FEET; (9) NORTH 41°54'47" WEST 95.87 FEET; (10) NORTH 49°43'28" WEST 265.29 FEET; (11) NORTH 41°29'36" WEST 192.31 FEET; (12) NORTH 24°32'29" WEST 355.32 FEET; (13) NORTH 37°53'34" WEST 251.55 FEET TO THE EAST SUBDIVISION LINE OF THE GROVE CABINS SUBDIVISION PHASE 1; THENCE ALONG SAID EAST SUBDIVISION LINE NORTH 01°19'51" EAST 189.49 FEET; THENCE SOUTH 88°40'09" EAST 1418.93 FEET; THENCE SOUTH 00°20'39" WEST 1992.62 FEET TO THE POINT OF BEGINNING, CONTAINING 1,740,963 SQUARE FEET OR 39,967 ACRES.

LESS THAN EXCEPTING THE FOLLOWING:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS ENTRY #2514194, LOCATED IN THE COUNTY OF WEBER, STATE OF UTAH, DESCRIBED AS FOLLOWS: A CIRCULAR PARCEL OF LAND HAVING A RADIUS OF 100.00 FEET AND A CENTER POINT LOCATED SOUTH 89°12'43" EAST 1272.43 FEET ALONG THE SOUTHERLY LINE OF SAID SECTION 15 AND NORTH 00°00'00" EAST 1938.50 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 15.

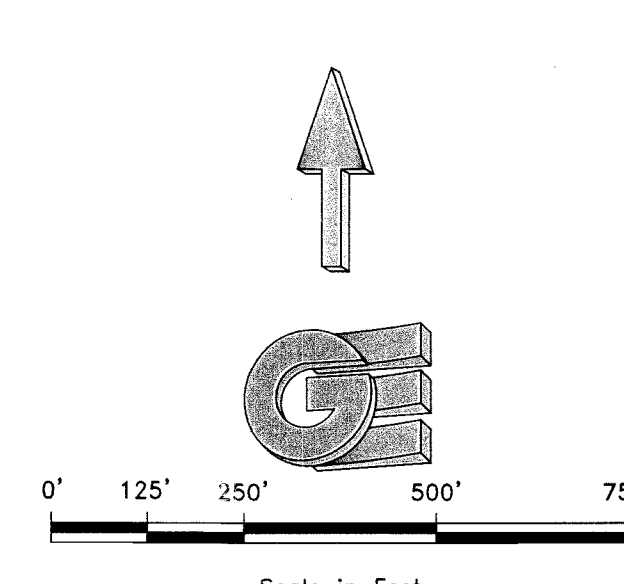
ALSO,

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AS ENTRY #2514195, LOCATED IN THE COUNTY OF WEBER, STATE OF UTAH, DESCRIBED AS FOLLOWS: A CIRCULAR PARCEL OF LAND HAVING A RADIUS OF 63.00 FEET AND A CENTER POINT LOCATED SOUTH 89°12'43" EAST 1410.68 FEET ALONG THE SOUTHERLY LINE OF SAID SECTION 15 AND NORTH 00°00'00" EAST 1377.81 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 15.



**WEBER COUNTY CLERK**  
I, THE WEBER COUNTY CLERK, AS THE APPROVING AUTHORITY FOR THIS PLAT BASED ON THE DEFINITION SET FORTH IN UTAH CODE 17-23-20(1)(A), BEING THE PERSON REQUIRED TO SUBMIT A NOTICE OF IMPENDING BOUNDARY ACTION TO THE LT. GOVERNOR UNDER 17B-1-209(3)(B)(IV), HAVE CERTIFIED THE PETITION FOR THIS FINAL LOCAL ENTITY PLAT.  
SIGNED THIS 23<sup>rd</sup> DAY OF December, 2024.  
*Rioba D. Hatch*  
WEBER COUNTY CLERK

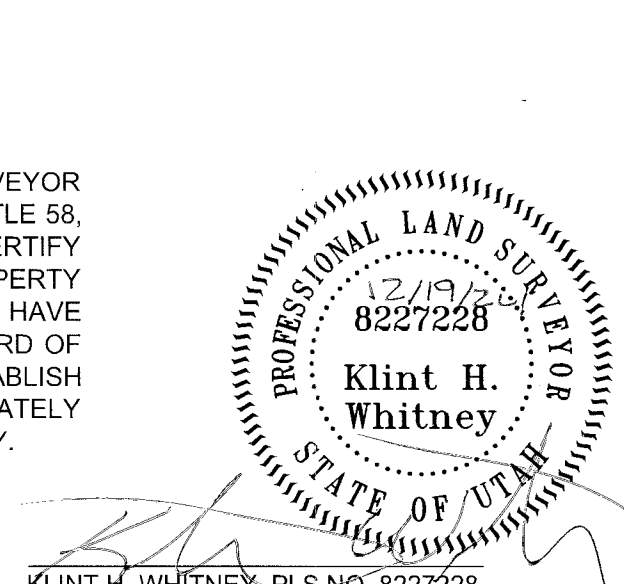
**WEBER COUNTY SURVEYOR**  
I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA, AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN COUNTY OFFICES. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.  
SIGNED THIS 19<sup>th</sup> DAY OF Dec., 2024.  
*Klint H. Whitney*  
COUNTY SURVEYOR



- LEGEND**
- ◆ WEBER COUNTY MONUMENT AS NOTED
  - SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
  - INTERIOR BOUNDARY
  - DISTRICT BOUNDARY
  - INTERIOR PARCEL
  - ADJACENT PARCEL
  - SECTION LINE
  - - - EASEMENT
  - X — EXISTING FENCE LINE

**SURVEYOR'S CERTIFICATE**

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 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 THIS 19<sup>th</sup> DAY OF December, 2024.



**NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO CREATE AN INFRASTRUCTURE FINANCING DISTRICT. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE NORTH LINE OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 89°27'01" WEST, WEBER COUNTY, UTAH NORTH NAD 83 STATE PLANE GRID BEARING.

**COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR AND RECORDED \_\_\_\_\_  
AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL \_\_\_\_\_  
RECORDS, PAGE \_\_\_\_\_ RECORDED \_\_\_\_\_  
FOR \_\_\_\_\_  
COUNTY RECORDER \_\_\_\_\_  
BY: \_\_\_\_\_

REVISIONS	DATE	DESCRIPTION

SCALE: 1" = 250'  
DATE: 12/2/24  
DESIGN: \_\_\_\_\_  
DRAWN: JTN  
CHECKED: KHW  
DWG. NO.: \_\_\_\_\_

**WOLF CREEK IFD**

LOCATED IN SECTIONS 15, 16, 21, AND 22  
TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE S.L.B.&M.

**GARDNER ENGINEERING**  
CIVIL-LAND PLANNING  
MUNICIPAL-LAND SURVEYING  
5150 SOUTH 3750 EAST OGDEN, UT  
OFFICE: 801-476-0202 FAX: 801-476-0066

P4  
5



WOLF CREEK INFRASTRUCTURE FINANCING DISTRICT NO. 1  
THE BRIDGES  
LINE & CURVE TABLES

LINE TABLE			LINE TABLE			LINE TABLE			CURVE TABLE					
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING	CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
L1	58.22	S11° 09' 13"E	L19	124.25	S12° 29' 05"E	L37	164.59	N55° 40' 38"E	C1	32.48	25.00	74.44	S26° 03' 54"W	30.24
L2	55.60	S29° 54' 08"E	L20	105.78	S18° 32' 40"E	L38	214.90	N63° 21' 03"E	C2	292.75	180.00	93.19	S16° 41' 27"W	261.54
L3	60.00	N60° 05' 52"E	L21	188.12	S41° 11' 02"E	L39	111.18	N47° 28' 15"E	C3	9.85	5.39	104.59	S57° 22' 43"E	8.53
L4	12.87	N66° 41' 22"E	L22	92.50	N76° 19' 34"E	L40	5.04	N50° 07' 17"W	C4	75.39	182.00	23.73	N81° 52' 10"E	74.85
L5	11.15	S19° 43' 24"E	L23	161.45	S67° 07' 22"W	L41	50.53	N35° 33' 11"E	C5	103.62	275.00	21.59	S66° 59' 15"E	103.01
L6	115.58	S8° 09' 16"W	L24	345.82	S62° 00' 06"W	L42	33.51	N74° 39' 08"E	C6	105.53	170.00	35.57	S2° 26' 11"W	103.85
L7	102.59	S77° 46' 56"E	L25	50.67	S76° 28' 51"W	L43	165.87	S20° 13' 14"W	C7	59.65	280.00	12.21	S14° 07' 02"W	59.54
L8	137.60	N33° 48' 26"E	L26	77.86	S62° 00' 06"W	L44	33.86	S88° 34' 43"W	C8	35.15	25.00	80.56	S48° 17' 46"W	32.33
L9	142.02	S41° 09' 10"E	L27	110.01	S27° 14' 54"E	L45	8.53	S80° 46' 39"W	C9	71.48	525.00	7.80	S84° 40' 41"W	71.43
L10	69.69	S26° 35' 30"E	L28	52.21	S11° 03' 26"E	L46	30.75	N73° 20' 57"W	C10	29.54	25.00	67.71	N65° 22' 05"W	27.85
L11	22.52	S53° 58' 51"E	L29	104.63	S28° 53' 55"E	L47	143.70	S29° 26' 32"W	C11	111.55	47.50	134.55	S81° 12' 42"W	87.63
L12	325.62	S20° 27' 46"E	L30	27.29	S48° 08' 04"W	L48	162.14	S60° 33' 28"E	C12	35.15	25.00	80.56	S51° 08' 21"E	32.33
L13	320.18	S43° 14' 46"E	L31	110.00	S37° 09' 52"E	L49	43.31	N29° 26' 32"E	C13	102.00	280.00	20.87	S21° 17' 34"E	101.44
L14	133.15	S29° 27' 11"E	L32	50.36	S30° 45' 34"E	L50	133.38	N88° 34' 43"E						
L15	90.00	S41° 56' 03"E	L33	115.23	S38° 29' 56"E	L51	114.83	N1° 25' 17"W						
L16	87.66	S40° 27' 51"E	L34	120.14	N68° 26' 02"E	L52	33.67	N88° 34' 43"E						
L17	86.03	S23° 17' 32"E	L35	161.08	N82° 26' 55"E	L53	66.92	S31° 43' 43"E						
L18	171.74	S10° 14' 13"E	L36	99.90	N72° 57' 22"E									

SCALE: 1" = 250'	DATE: 12/2/24
DESIGN: _____	DRAWN: JTN
CHECKED: KHW	

REVISIONS	DESCRIPTION
DATE	

**WOLF CREEK IFD**

**GARDNER ENGINEERING**  
CIVIL • LAND PLANNING  
MUNICIPAL • LAND SURVEYING  
5150 SOUTH 375 EAST OGDEN, UT  
OFFICE: 801-476-0202 FAX: 801-476-0066

COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_

FILED FOR AND RECORDED \_\_\_\_\_

AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL

RECORDS, PAGE \_\_\_\_\_, RECORDED

FOR \_\_\_\_\_

\_\_\_\_\_ COUNTY RECORDER

BY: \_\_\_\_\_

P5  
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RESOLUTION NO. 42-2024

**RESOLUTION INDICATING THE REQUIREMENT OF THE COUNTY'S ACCEPTANCE OF CERTAIN INFRASTRUCTURE ON AN IFD OR PID.**

**WHEREAS**, Utah Code Ann. §17B-2a-13 allows for the creation of Infrastructure Financing Districts ("IFD"); and

**WHEREAS**, Utah Code Ann. §17D-4 allows for the creation of Public Infrastructure Districts ("PID"); and

**WHEREAS**, the Board of County Commissioners anticipates the creation of both IFDs and PIDs;

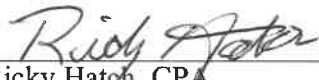
**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Utah Code Ann. §17B-2a-1305(4) regarding IFDs and Utah Code Ann. §17D-4-204(3) regarding PIDs, any infrastructure proposed to be transferred to the County through an IFD or PID which will require services to be provided by the County must be built in 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.

DATED this 10<sup>th</sup> day of September, 2024.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By   
James H. "Jim" Harvey, Chair

ATTEST:

  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Commissioner Froerer voted  
Commissioner Bolos voted  
Commissioner Harvey voted

Aye  
Aye  
Aye



**PETITION REQUESTING THE CREATION OF  
WOLF CREEK INFRASTRUCTURE FINANCING DISTRICT NO. 1  
LOCATED IN WEBER COUNTY, UTAH**

October 22, 2024

Ricky Hatch, County Clerk/Auditor  
2380 Washington Blvd Suite #320  
Ogden, Utah 84401  
801-399-8400  
[rhatch@co.weber.ut.us](mailto:rhatch@co.weber.ut.us)

The undersigned (the “Petitioners”) hereby request that the Clerk of Weber County, Utah (the “County Clerk”) certify this Petition for the Wolf Creek Infrastructure Financing District No. 1 (the “District”) pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “Act”). The Petitioners request the formation of the District in order to assist in the financing of public infrastructure to service and benefit the area within the proposed District.

**I. Petitioners**

Petitioner / Owner:

Bridges Holding Company LLC  
3718 N. Wolf Creek Dr  
Eden, UT 84310  
As the owner of property located at:  
Parcel No. 220060045;  
Parcel No. 220060044;  
Parcel No. 220170023  
Parcel No. 220060016;  
Parcel No. 220060015;

Eagle Crest LLC  
3718 N. Wolf Creek Dr  
Eden, UT 84310  
As the owner of property located at:  
Parcel No. 220150110

Cobabe Ranch LLC  
3718 N. Wolf Creek Dr  
Eden, UT 84310  
As the owner of property located at:  
Parcel No. 220200040  
Parcel No. 220200028



Wolf Creek Resort Holdings LLC  
3718 N. Wolf Creek Dr  
Eden, UT 84310  
As the owner of property located at:  
Parcel No. 220210111  
Parcel No. 220210048  
Parcel No. 220210006

Osprey Ranch LLC  
3718 N. Wolf Creek Dr  
Eden, UT 84310  
As the owner of property located at:  
Parcel No. 220400043  
Parcel No. 220480004  
Parcel No. 220480024  
Parcel No. 220480012  
Parcel No. 220480003  
Parcel No. 220480002

Eden Crossing PWC LLC  
3718 N. Wolf Creek Dr  
Eden, UT 84310  
As the owner of property located at:  
Parcel No. 220400041

Contact Sponsor:

Jeff Reece  
456 Cottage Court,  
Providence, UT 84332  
(812) 827-9136  
[jeff.reece@gmail.com](mailto:jeff.reece@gmail.com)

The Petitioners represent 100% of the surface property owners within the proposed District's boundaries. The Petitioners further represent that all of the property within the proposed District's boundaries are within Weber County, Utah.

**II. Proposed District Boundaries**

The Petitioners request that the initial District's boundaries (the "**Original District Boundaries**") and designated expansion area ("**Designated Expansion Area**") include the real property described in **Exhibit A**. The Original District Boundaries and Designated Expansion Area are further described and depicted in the final local entity plat, as shown in **Exhibit B** (the "**Final Local Entity Plat**").

### **III. Requested Service**

The Petitioners request the Infrastructure Financing District be created in accordance with Chapter 2a Part 13 of the Act for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act, to service and benefit the District area.

### **IV. Governing Document**

In accordance with the requirements of the Act, attached hereto as **Exhibit C** and incorporated by reference is a draft of the Governing Document, as the same may be amended and restated hereafter, for the District (the “Governing Document”).

### **V. Engineer’s Certificate**

In accordance with the requirements of the Act, attached hereto as **Exhibit D** and incorporated by reference is certificate of an engineer, licensed under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, certifying that the costs of public infrastructure and improvements to be constructed within the boundary of the District exceeds \$1,000,000.

### **VI. Board of Trustees**

- a) The Petitioners hereby waive the residency requirement of Section 17B-1-302 of the Act.
- b) The Petitioners propose that the Boards of Trustees for the District be initially composed of three (3) appointed members who are agents, or officers of the property owner, as follows:

**Trustee 1:** John Lewis, for an initial term of six years

5577 East Elkhorn Drive, Eden, UT 84310

**Trustee 2:** Shane Dunleavy, for an initial term of four years

5878 Old Snowbasin Road, Huntsville, UT 84317

**Trustee 3:** Jeff Reece, for an initial term of six years

456 Cottage Court, Providence, UT 84332

- c) Upon the expiration of a Trustee’s respective term or any other vacancy relating thereto, any Trustee seat which has not transitioned to an elected seat shall be appointed by the remaining members of the Board, from owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-third of the taxable value of the property within such District at the time of a Trustee’s nomination shall be entitled to nominate one Trustee seat for each one-third value (provided that the Board retains discretion to reject any nominee and request a new nominee from such property owner). 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 appointed by the remaining members of the Board from registered voters residing within the District, owners of land, or agents and officers of an owner of land within the boundaries of the District.



## VII. Petitioners Consent and Acknowledgements

- d) The Petitioners hereby consent to:
  - i) The creation of the District within the Original District Boundaries;
  - ii) A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17B-1-302 of the Act;
  - iii) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act;
  - iv) The recording of a notice as required under Section 17B-1-215(2)(a), which will apply to all real property within the Original District Boundaries.
- e) The Petitioners hereby acknowledge and certify that the foregoing Trustees are either owners of property within the District or agents or officers of owners of property within the District.

## VIII. Electronic Means; Counterparts

This Petition may be circulated 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 document.

## IX. Instructions for Clerk

a) In accordance with the requirements of Section 17B-1-209 of the Act, the County Clerk has 45 days to determine whether this Petition complies with the requirements of Sections 17B-1-203(d), 17B-1-205(1), and 17B-1-208(1). If the County Clerk determines that the petition complies with the applicable requirements, the County Clerk shall mail or deliver written notification of the certification and a copy of the certified petition to the Contact Sponsor. An email to the Contact Sponsor at the email address provided above is an acceptable written notification.

b) If the County Clerk certifies this Petition, the County Clerk shall, within the 45 days specified above, file with the lieutenant governor, in addition to a copy of the certified Petition (including the exhibits hereto):

- i) a copy of the Notice of an Impending Boundary Action, attached hereto as **Exhibit E**; and
- ii) a copy of the Final Local Entity Plat.

c) Documents may be filed with the Lieutenant Governor's Office at [annexations@utah.gov](mailto:annexations@utah.gov) with the Contact Sponsor cc'd on such email.

d) If the County Clerk determines that this Petition fails to comply with any of the applicable requirements, the County Clerk shall reject this Petition and notify the Contact Sponsor in writing of the rejection and the reasons for the rejection. An email to the Contact Sponsor at the email address provided above is an acceptable written notification.

e) In the event the County Clerk fails to certify or reject this Petition within 45 days, this Petition will be deemed certified and the Petitioners may notify the Lieutenant Governor's Office and submit the required documents for creation of the District.



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

**BRIDGES HOLDING COMPANY**  
LLC, a Utah limited liability company

By: *[Signature]*  
Its: Managing Member

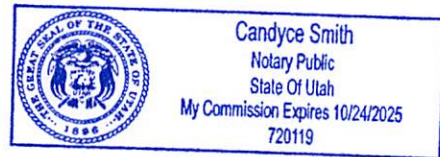
STATE OF UTAH )

SS:

COUNTY OF Weber )

On this 22 day of October 2024, personally appeared before me John Lewis, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that they are the Managing Member of Bridges Holding Company LLC, that he was duly authorized by said company to sign this Petition, and that they acknowledged to me that said company executed the same for the uses and purposes set forth herein.

*[Signature]*  
NOTARY PUBLIC



EAGLE CREST LLC, a Utah limited liability company

By: [Signature]  
Its: Managing Member

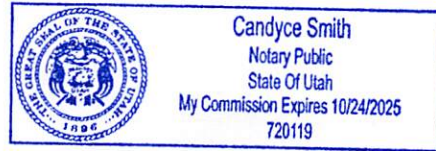
STATE OF UTAH )

ss:

COUNTY OF Weber )

On this 22<sup>nd</sup> day of October 2024, personally appeared before me John Lewis, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that they are the Managing Member of Eagle Crest LLC, that he was duly authorized by said company to sign this Petition, and that they acknowledged to me that said company executed the same for the uses and purposes set forth herein.

[Signature]  
NOTARY PUBLIC





COBABE RANCH LLC, a Utah limited liability company

By: [Signature]  
Its: Managing Member.

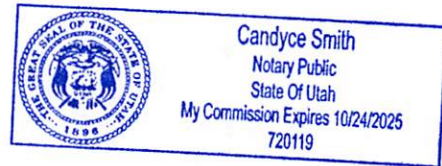
STATE OF UTAH )

SS:

COUNTY OF Weber )

On this 22<sup>nd</sup> day of October 2024, personally appeared before me John Lewis, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that they are the Managing Member of Cobabe Ranch LLC, that he was duly authorized by said company to sign this Petition, and that they acknowledged to me that said company executed the same for the uses and purposes set forth herein.

[Signature]  
NOTARY PUBLIC



OSPREY RANCH LLC, a Utah limited liability company

By: [Signature]  
Its: Managing Member

STATE OF UTAH )

ss:

COUNTY OF Weber )

On this 22<sup>nd</sup> day of October 2024, personally appeared before me John Lewis, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that they are the Managing Member of Osprey Ranch LLC, that he was duly authorized by said company to sign this Petition, and that they acknowledged to me that said company executed the same for the uses and purposes set forth herein.

[Signature]  
NOTARY PUBLIC



EDEN CROSSING PWC LLC, a Utah  
limited liability company.

By: [Signature]  
Its: Managing Member.

STATE OF UTAH )

SS:

COUNTY OF Weber )

On this 22 day of October 2024, personally appeared before me John Lewis, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that they are the Managing Member of Eden Crossing PWC LLC, that he was duly authorized by said company to sign this Petition, and that they acknowledged to me that said company executed the same for the uses and purposes set forth herein.

[Signature]  
NOTARY PUBLIC





**EXHIBIT A  
LEGAL DESCRIPTION**

**ORIGINAL DISTRICT BOUNDARIES**

COBABE RANCH

A PART OF THE WEST HALF OF SECTION 26, THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 AND RUNNING THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 NORTH 00°26'26" EAST 1479.13 FEET; THENCE SOUTH 89°48'08" EAST 942.48 FEET; THENCE SOUTH 00°12'16" WEST 177.22 FEET; THENCE SOUTH 89°48'06" EAST 1537.86 FEET; THENCE SOUTH 18°43'07" WEST 794.95 FEET; THENCE SOUTH 64°21'31" WEST 942.83 FEET; THENCE SOUTH 06°50'26" WEST 888.49 FEET; THENCE SOUTH 37°35'19" WEST 417.03 FEET; THENCE SOUTH 00°11'11" EAST 249.54 FEET; THENCE NORTH 89°53'01" WEST 384.50 FEET; THENCE SOUTH 01°24'08" WEST 241.54 FEET; THENCE SOUTH 87°08'25" WEST 28.30 FEET; THENCE SOUTH 00°18'15" WEST 296.81 FEET; THENCE NORTH 89°14'24" WEST 618.30 FEET; THENCE NORTH 00°22'02" EAST 40.45 FEET; THENCE NORTH 89°39'49" WEST 1320.00 FEET; THENCE SOUTH 00°13'11" WEST 376.94 FEET; THENCE SOUTH 86°02'25" WEST 174.61 FEET; THENCE SOUTH 86°02'25" WEST 1121.10 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5100 EAST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°16'28" EAST 810.29 FEET; THENCE SOUTH 89°38'25" EAST 1011.78 FEET; THENCE NORTH 13°25'49" WEST 861.43 FEET; THENCE SOUTH 89°34'09" EAST 1506.02 FEET; THENCE SOUTH 89°34'09" EAST 300.00 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER NORTH 00°22'02" EAST 650.49 FEET TO THE POINT OF BEGINNING. CONTAINING 176.671 ACRES.

OSPREY RANCH

A PART OF SECTION 33, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 BEING LOCATED SOUTH 89°15'44" EAST 1107.98 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FROM THE NORTHWEST CORNER OF SAID SECTION 33; RUNNING THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER SOUTH 89°15'44" EAST 831.20 FEET; THENCE SOUTH 17°34'49" EAST 209.73 FEET; THENCE SOUTH 14°33'37" EAST 145.40 FEET; THENCE NORTH 89°59'45" EAST 592.13 FEET; THENCE SOUTH 00°01'00" EAST 993.73 FEET; THENCE SOUTH 89°24'46" EAST 1316.19 FEET; THENCE SOUTH 00°17'51" WEST 1324.59 FEET; THENCE NORTH 89°27'06" WEST 1314.49 FEET; THENCE SOUTH 00°14'51" WEST 1325.25 FEET; THENCE SOUTH 00°11'58" WEST 1283.97 FEET; THENCE SOUTH 89°30'41" EAST 971.68 FEET; THENCE SOUTH 00°15'55" WEST 716.21 FEET; THENCE SOUTH 89°27'16" EAST 330.00 FEET; THENCE SOUTH 00°15'55" WEST 102.77 FEET; THENCE ALONG THE ARC OF A 328.00 FOOT RADIUS CURVE TO THE RIGHT 16.92 FEET WITH AN INTERNAL ANGLE OF 02°57'23" AND A CHORD BEARING SOUTH 71°10'07" EAST 16.92 FEET; THENCE SOUTH 69°41'26" EAST 7.86 FEET; THENCE ALONG THE ARC OF A 122.00 FOOT RADIUS CURVE TO THE RIGHT 118.61 FEET WITH AN INTERNAL ANGLE OF 55°42'17" AND A CHORD BEARING SOUTH 41°50'18" EAST 114.00 FEET; THENCE SOUTH 13°59'09" EAST 122.80 FEET; THENCE ALONG THE ARC OF A 179.14 FOOT RADIUS CURVE TO THE LEFT 47.39 FEET WITH AN INTERNAL ANGLE OF 15°09'30" AND A CHORD BEARING SOUTH 21°33'54" EAST 47.26 FEET;

THENCE SOUTH 53°49'45" WEST 44.12 FEET; THENCE SOUTH 00°00'00" EAST 161.54 FEET; THENCE SOUTH 45°00'05" WEST 160.41 FEET; THENCE NORTH 89°32'17" WEST 2608.44 FEET; THENCE NORTH 00°06'34" EAST 908.49 FEET; THENCE NORTH 43°44'33" WEST 497.41 FEET; THENCE NORTH 28°29'33" EAST 77.14 FEET; THENCE SOUTH 89°38'24" EAST 975.11 FEET; THENCE NORTH 00°21'49" EAST 1324.12 FEET; THENCE NORTH 89°41'39" WEST 1226.44 FEET; THENCE NORTH 13°11'10" EAST 89.84 FEET; THENCE SOUTH 89°41'39" EAST 504.99 FEET; THENCE NORTH 30°01'35" WEST 133.91 FEET; THENCE NORTH 64°58'13" EAST 233.12 FEET; THENCE NORTH 00°18'23" EAST 269.99 FEET; THENCE NORTH 57°48'19" WEST 422.50 FEET; THENCE NORTH 25°18'20" EAST 597.00 FEET; THENCE NORTH 24°41'39" WEST 953.18 FEET; THENCE NORTH 00°18'20" EAST 439.01 FEET; THENCE NORTH 89°41'38" WEST 450.11 FEET; THENCE NORTH 02°49'12" EAST 662.33 FEET; THENCE SOUTH 69°41'45" EAST 334.35 FEET; THENCE NORTH 19°35'20" EAST 848.20 FEET TO THE POINT OF BEGINNING. CONTAINING 280.870 ACRES. ALSO, BEGINNING AT A POINT BEING LOCATED NORTH 00°22'52" EAST 651.18 FEET FROM THE SOUTHEAST QUARTER CORNER OF SAID SECTION 33; RUNNING THENCE NORTH 00°23'00" EAST 672.71 FEET; THENCE SOUTH 89°06'27" EAST 1391.50 FEET; THENCE SOUTH 36°02'32" EAST 585.87 FEET TO THE WEST RIGHT-OF-WAY LINE OF SR-158; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 26°13'31" WEST 195.61 FEET; (2) SOUTH 16°08'16" WEST 350.88 FEET; (3) SOUTH 16°08'16" WEST 64.75 FEET; THENCE NORTH 82°23'06" WEST 149.43 FEET; THENCE SOUTH 73°52'39" WEST 100.00 FEET; THENCE NORTH 85°42'21" WEST 50.00 FEET; THENCE NORTH 52°12'21" WEST 50.00 FEET; THENCE NORTH 40°27'21" WEST 150.00 FEET; THENCE NORTH 89°42'21" WEST 450.00 FEET; THENCE SOUTH 00°17'39" WEST 70.00 FEET; THENCE NORTH 89°42'21" WEST 250.61 FEET; THENCE NORTH 00°17'39" EAST 526.00 FEET; THENCE NORTH 89°42'21" WEST 242.00 FEET; THENCE SOUTH 01°51'07" WEST 150.00 FEET; THENCE SOUTH 34°45'52" WEST 110.00 FEET; THENCE NORTH 70°00'53" WEST 106.28 FEET TO THE POINT OF BEGINNING. CONTAINING 31.883 ACRES.

#### BRIDGES

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

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

NORTHWEST QUARTER OF SECTION 22; THENCE ALONG SAID WEST SECTION LINE NORTH 00°20'47" EAST 168.48 FEET; THENCE NORTH 89°32'10" WEST 66.09 FEET; THENCE NORTH 61°48'17" WEST 323.90 FEET; THENCE NORTH 23°10'15" WEST 180.39 FEET TO SAID SOUTH SECTION LINE OF THE SOUTH HALF OF SECTION 16; THENCE ALONG SAID SOUTH SECTION LINE SOUTH 89°27'01" EAST 424.94 FEET TO THE POINT OF BEGINNING. CONTAINING 11,548,574 SQUARE FEET OR 265.119 ACRES.

LESS THAN EXCEPTING THE FOLLOWING:

FUTURE LOT 43 BOUNDARY DESCRIPTION

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

FUTURE LOT 44 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1189.86 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 97.20 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 43°14'46" EAST 71.11 FEET; THENCE ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT 1.39 FEET, HAVING A CENTRAL ANGLE OF 00°11'15", CHORD BEARS 43°09'08" EAST 1.39 FEET; THENCE SOUTH 46°45'14" WEST 120.00 FEET; THENCE NORTH 43°14'46" WEST 72.50 FEET; THENCE NORTH 46°45'14" EAST 120.00 FEET TO THE POINT OF BEGINNING. CONTAINING 8700 SQUARE FEET.

FUTURE LOT 51 BOUNDARY DESCRIPTION

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

FUTURE LOT 52 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1711.95 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 983.02 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 60.27 FEET, HAVING A CENTRAL ANGLE OF 19°44'02", CHORD BEARS NORTH



46°15'36" EAST 59.98 FEET; THENCE SOUTH 53°36'25" EAST 27.60 FEET; THENCE SOUTH 16°45'43" EAST 97.87 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 127.75 FEET TO THE POINT OF BEGINNING. CONTAINING 8783 SQUARE FEET.

#### FUTURE LOT 53 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 54 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1622.16 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 1050.96 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 48.24 FEET, HAVING A CENTRAL ANGLE OF 15°47'41", CHORD BEARS NORTH 10°35'50" EAST 48.09 FEET; THENCE SOUTH 87°18'01" EAST 102.33 FEET; THENCE SOUTH 16°45'43" EAST 137.60 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 124.64 FEET; THENCE NORTH 71°30'20" WEST 59.50 FEET TO THE POINT OF BEGINNING. CONTAINING 12758 SQUARE FEET.

#### FUTURE LOT 65 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 73 BOUNDARY DESCRIPTION

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

45°55'24" EAST 170.00 FEET TO THE POINT OF BEGINNING. CONTAINING 15300 SQUARE FEET.

FUTURE LOT 74 BOUNDARY DESCRIPTION

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

FUTURE LOT 75 BOUNDARY DESCRIPTION

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

FUTURE LOT 76 BOUNDARY DESCRIPTION

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

FUTURE LOT 80 BOUNDARY DESCRIPTION

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

OF 86°31'46", CHORD BEARS NORTH 10°58'07" WEST 65.11 FEET; THENCE NORTH 35°46'00" EAST 78.54 FEET TO THE POINT OF BEGINNING. CONTAINING 22015 SQUARE FEET.

**FUTURE LOT 81 BOUNDARY DESCRIPTION**

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

**FUTURE LOT 83 BOUNDARY DESCRIPTION**

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

**FUTURE LOT 83 BOUNDARY DESCRIPTION**

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 463.88 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 800.33 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 112.38 FEET; THENCE SOUTH 45°55'24" WEST 202.88 FEET; THENCE NORTH 44°04'36" WEST 112.35 FEET; THENCE NORTH 45°55'24" EAST 205.82 FEET TO THE POINT OF BEGINNING. CONTAINING 22958 SQUARE FEET.

**DESIGNATED EXPANSION AREA**

**EAGLE CREST**

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH SECTION LINE OF SAID NORTHEAST QUARTER OF SECTION 21, SAID POINT BEING LOCATED NORTH 89°27'01" WEST 424.94 FEET ALONG SAID NORTH SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 21; RUNNING THENCE SOUTH 23°10'15" EAST 180.39 FEET; THENCE SOUTH 61°48'17" EAST 323.90 FEET; THENCE SOUTH 89°32'10" EAST 66.09 FEET TO THE EAST SECTION LINE OF SAID NORTHEAST QUARTER SECTION; THENCE ALONG SAID EAST SECTION LINE SOUTH



00°20'47" WEST 1802.52 FEET TO THE NORTH SUBDIVISION LINE OF PATIO SPRINGS UNIT NO.1; THENCE ALONG SAID NORTH SUBDIVISION LINE NORTH 89°38'30" WEST 739.37 FEET TO THE NORTHERLY SUBDIVISION LINE OF EAGLE RIDGE SUBDIVISION PHASES 4 & 5; THENCE ALONG SAID NORTHERLY SUBDIVISION LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 32°25'00" WEST 185.79 FEET; (2) SOUTH 57°35'00" WEST 157.79 FEET; (3) THENCE ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT 184.03 FEET WITH AN INTERNAL ANGLE OF 31°57'04" AND A CHORD BEARING NORTH 50°46'25" WEST 181.65 FEET; (4) NORTH 66°44'58" WEST 112.60 FEET; (5) ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT 59.57 FEET WITH AN INTERNAL ANGLE OF 10°20'34" AND A CHORD BEARING NORTH 71°55'16" WEST 59.49 FEET; (6) NORTH 15°23'05" EAST 203.17 FEET; THENCE NORTH 15°07'31" WEST 354.47 FEET; THENCE NORTH 00°22'10" EAST 1337.74 FEET TO SAID NORTH SECTION LINE OF THE NORTHEAST QUARTER OF SECTION 21; THENCE ALONG SAID NORTH SECTION LINE SOUTH 89°27'01" EAST 891.25 FEET TO THE POINT OF BEGINNING. CONTAINING 59.164 ACRES.

**EXHIBIT B**  
**FINAL LOCAL ENTITY PLAT**









**DESIGNATED EXPANSION AREA**



**WOLF CREEK INFRASTRUCTURE FINANCING DISTRICT NO. 1  
EAGLE CREST**  
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,  
WEBER COUNTY, UTAH  
OCTOBER 2024

**BOUNDARY DESCRIPTION**

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT A POINT ON THE NORTH SECTION LINE OF SAID NORTHEAST QUARTER OF SECTION 21; SAID POINT BEING LOCATED NORTH 89°27'01" WEST 424.84 FEET ALONG SAID NORTH SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 21, RUNNING THENCE SOUTH 23°10'15" EAST 180.39 FEET, THENCE SOUTH 81°48'17" EAST 323.90 FEET, THENCE SOUTH 89°32'17" EAST 88.59 FEET TO THE EAST SECTION LINE OF SAID NORTHEAST QUARTER SECTION, THENCE ALONG SAID EAST SECTION LINE SOUTH 00°20'47" WEST 1482.42 FEET TO THE NORTH SUBDIVISION LINE OF PATIO SPRINGS UNIT NO. 1, THENCE ALONG SAID NORTH SUBDIVISION LINE NORTH 89°39'30" WEST 739.37 FEET TO THE NORTHERLY SUBDIVISION LINE OF EAGLE CREST ALONG SAID NORTH SUBDIVISION LINE NORTH 89°39'30" WEST 739.37 FEET TO THE FOLLOWING SURVEY CORNERS: (1) ROSE SUBDIVISION PHASES 4 & 5, THENCE ALONG SAID NORTHERLY SUBDIVISION LINE THE FOLLOWING SURVEY CORNERS: (1) NORTH 32°25'00" WEST 195.79 FEET, (2) SOUTH 57°35'00" WEST 157.79 FEET, (3) THENCE ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT 184.03 FEET WITH AN INTERNAL ANGLE OF 31°15'00" AND A CHORD BEARING NORTH 89°48'20" WEST 181.65 FEET, (4) NORTH 69°44'58" WEST 112.60 FEET, (5) ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT 59.57 FEET WITH AN INTERNAL ANGLE OF 10°20'34" AND A CHORD BEARING NORTH 71°55'16" WEST 58.48 FEET, (6) NORTH 15°23'02" EAST 203.17 FEET, THENCE NORTH 15°07'31" WEST 354.47 FEET, THENCE NORTH 00°22'10" EAST 1337.78 FEET TO SAID NORTH SECTION LINE OF THE NORTHEAST QUARTER OF SECTION 21, THENCE ALONG SAID NORTH SECTION LINE SOUTH 89°27'01" EAST 891.25 FEET TO THE POINT OF BEGINNING, CONTAINING 59.164 ACRES.

BRIDGES HOLDING COMPANY LLC  
220060044

WOLF CREEK WATER & SEWER  
IMPROVEMENT DISTRICT  
220060014

BRIDGES HOLDING COMPANY LLC  
220060045

BRIDGES HOLDING COMPANY LLC  
220170023

MATTHEW & KATHRYN  
WATSON  
220150109

EAGLERIDGE  
EDEN LLC  
220150104

EAGLE RIDGE  
PHASES 4 & 5

EAGLE CREST  
SUBDIVISION  
59.164 ACRES

RKW 96 LLC & JOHN LEWIS  
220170021

EDEN ESCAPE  
PLAT A

FAIRWAYS DRIVE

**NARRATIVE**

THE PURPOSE OF THIS SURVEY IS TO CREATE AN INFRASTRUCTURE FINANCING DISTRICT, THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE NORTH LINE OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 89°27'01" WEST, WEBER COUNTY, UTAH NORTH 83° STATE PLANE GRID BEARING.

**SURVEYOR'S CERTIFICATE**

I, KLINT H. WHITNEY DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 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 11-25-20 AND HAVE VERIFIED ALL MEASUREMENTS THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO 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 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024



KLINT H. WHITNEY, PLS NO. 8227228

**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 LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

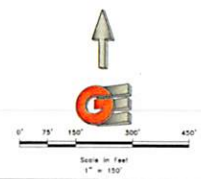
WEBER COUNTY SURVEYOR  
WCO 198-1.8-20(A)(11), WCO 45-4-2(1)

**WEBER COUNTY PLANNING COMMISSION APPROVAL**

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

CHARMAN, WEBER COUNTY PLANNING COMMISSION



**LEGEND**

- ◆ WEBER COUNTY MONUMENT AS NOTED
- SET 2" REBAR AND CAP MARKED GARDNER ENGINEERING
- DISTRICT BOUNDARY
- INTERIOR PARCEL
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE

P3/4

REVISIONS	DATE	DESCRIPTION

ANNEXATION PLAT  
4/- 1899 NORTH HIGHWAY 169, EDEN, UTAH  
LOCATED IN SECTION 21 AND 34  
TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE S.L.B.&M.

**GARDNER ENGINEERING**  
CIVIL LAND PLANNING  
MUNICIPAL - LAND SURVEYING  
OFFICE: SOUTH 3750 EAST, GORDEN, UT  
PHONE: (801) 466-5555 FAX: (801) 466-5596

**COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_

FILED FOR AND RECORDED \_\_\_\_\_

AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL \_\_\_\_\_

RECORDS PAGE \_\_\_\_\_ RECORDED \_\_\_\_\_

FOR \_\_\_\_\_

COUNTY RECORDER \_\_\_\_\_

BY \_\_\_\_\_

**EXHIBIT C**  
**GOVERNING DOCUMENT**

**GOVERNING DOCUMENT  
FOR  
WOLF CREEK INFRASTRUCTURE FINANCING DISTRICT NO. 1  
LOCATED IN WEBER COUNTY, UTAH**

Prepared

by

Gilmore & Bell, P.C.  
Salt Lake City, Utah

October 22, 2024



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LIST OF EXHIBITS

**EXHIBIT A**           Legal Description of Original District Boundaries

**EXHIBIT B**           Legal Description of Designated Expansion Area

**EXHIBIT C**           Copy of Development Agreements

## **I. INTRODUCTION**

The District is a body corporate and politic with perpetual succession, a quasi-municipal corporation, a political subdivision of the State, and separate and distinct from and independent of any other political subdivision of the State. It is intended that the District will provide a part or all of the Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance or reimburse the construction of these Improvements pursuant to the Special District Act and the Assessment Act and to finance or reimburse the construction of C-PACE Improvements.

## **II. DEFINITIONS**

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

“Assessment Act” means Title 11, Chapter 42, Utah Code as may be amended from time to time.

“Board” means the board of trustees of the District.

“C-PACE Act” means Title 11, Chapter 42a, Utah Code as may be amended from time to time.

“C-PACE Improvements” means any improvements within an energy assessment area pursuant to the C-PACE Act.

“Designated Expansion Area” means the Designated Expansion Area of the District, as described in **Exhibit B** hereto.

“District” means Wolf Creek Infrastructure Financing District No. 1.

“Governing Document” means this Governing Document for the District.

“Improvements” means all or a portion of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally permitted in the Special District Act or the Assessment Act, as determined by the Board.

“Original District Boundaries” means the boundaries of the District, as area described in **Exhibit A** hereto.

“Petitioner” means, collectively, Bridges Holding Company LLC, Eagle Crest LLC, Wolf Creek Resort Holdings LLC, Cobabe Ranch LLC, Eden Crossing PWC LLC, and Osprey Ranch LLC, as the petitioner(s) requesting the creation of the District.

“Special District Act” means Title 17B of the Utah Code, including Chapter 2a, Part 13, Infrastructure Financing Districts, as amended from time to time.

“State” means the State of Utah.

“Trustee” means a member of the Board.

“Utah Code” means the Utah Code Annotated 1953, as amended.

### **III. ORIGINAL DISTRICT BOUNDARIES, DESIGNATED EXPANSION AREA**

A. Original District Boundaries. The area of the Original District Boundaries includes approximately 754 acres, as further described in **Exhibit A**.

B. Designated Expansion Area. The District hereby designates the property labeled as the “Designated Expansion Area” in **Exhibit B** as the Designated Expansion Area. The District may annex any portion of the Designated Expansion Area in accordance with the applicable provisions of the Special District Act.

C. Corrections to Legal Descriptions. Prior to recordation of a final local entity plat of the District, the Petitioner or their designee may make any corrections, deletions, or additions to the legal descriptions attached hereto 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.

### **IV. DESCRIPTION OF POWERS AND IMPROVEMENTS**

A. District Powers. The District shall have all of the power granted to an infrastructure financing district under the Special District Act, including any powers granted after the date of this Governing Document, except as may be expressly amended or reserved by resolution of the Board. The District shall have the power and authority to provide the Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, the Assessment Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

B. Proposed Improvements. The purpose of the District is to finance the Improvements and C-PACE Improvements. It is anticipated that the district will finance all or a portion of the following Improvements, provided the District may finance any improvements permitted under the Special District Act, the Assessment Act, or the C-PACE Act: recreational improvements, including but not limited to, recreational facilities, parks, trails, and parking improvements; sewer and waste water improvements, including but not limited to sewer and wastewater lines, lift stations, manholes, laterals, cleanouts, and treatment facilities; water improvements, including but not limited to, wells, treatment, mains, valves, tees/crosses, bends, fire hydrants, blow offs and appurtenances; roads and roadway improvements including, but not limited to, rights of way, earthwork, curbs, gutters, sidewalks, street signage, retention improvements, landscaping, monuments, conduit crossings, street striping, streetlights and mailboxes; and storm drain improvements, including but not limited to, pipes, catch basins, junction boxes, inlets, culverts, cleanouts, trash racks, rip-rap and geotextile fabric, and related improvements.

**V. THE BOARD OF TRUSTEES**

A. Board Composition. The Board shall be composed of three Trustees. The owners of surface property within the District waived the residency requirement. The initial Board is appointed as follows, with all terms commencing on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah:

1. Trustee 1. John Lewis is hereby appointed to the Board with an initial term of six years.

2. Trustee 2. Shane Dunleavy is hereby appointed to the Board with an initial term of four years.

3. Trustee 3. Jeff Reece is hereby appointed to the Board with an initial term of six years.

B. Transition to Elected Board. Respective board seats shall transition from appointed to elected seats according to the following milestones (provided, however, such milestones may be revised by the Board as annexations or withdrawals occur or underlying development plans change):

1. Trustee 1. Trustee 1 shall transition to an elected seat at the end of a full term during which 182 of certificates of occupancy have been issued within the District.

2. Trustee 2. Trustee 2 shall transition to an elected seat at the end of a full term during which 319 of certificates of occupancy have been issued within the District.

3. Trustee 3. Trustee 3 shall transition to an elected seat at the end of a full term during which 432 of certificates of occupancy have been issued within the District.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term.

C. Reelection, Reappointment, Vacancy. Upon the expiration of a Trustee's respective term or any other vacancy relating thereto, any Trustee seat which has not transitioned to an elected seat shall be appointed by the remaining members of the Board, from owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-third of the taxable value of the property within such District at the time of a Trustee's nomination shall be entitled to nominate one Trustee seat for each one-third value (provided that the Board retains discretion to reject any nominee and request a new nominee from such property owner). 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 appointed by the remaining members of the Board from registered voters residing within the District, owners of land, or agents and officers of an owner of land within the boundaries of the District.

D. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with the Special District Act, shall be entitled to vote on such matters.



**VI. DEVELOPMENT AGREEMENT**

In accordance with the requirements of the Special District Act, attached hereto as **Exhibit C** is a copy of the Development Agreement (the “Development Agreement”) relating to infrastructure to be developed within portions of the boundary of the District and for which the District anticipates providing funding. The Development Agreement is subject to amendment and revision, and is not a limitation on the Improvements that may be financed by the District. It is further anticipated that additional Development Agreements may be entered into for portions of the District boundaries.

**VII. GOVERNING DOCUMENT AMENDMENT**

Subject to the limitations of the Special District Act, this Governing Document may be amended by passage of a resolution of the Board approving such amendment.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF ORIGINAL DISTRICT BOUNDARY**

**COBABE RANCH**

A PART OF THE WEST HALF OF SECTION 26, THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 AND RUNNING THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26 NORTH 00°26'26" EAST 1479.13 FEET; THENCE SOUTH 89°48'08" EAST 942.48 FEET; THENCE SOUTH 00°12'16" WEST 177.22 FEET; THENCE SOUTH 89°48'06" EAST 1537.86 FEET; THENCE SOUTH 18°43'07" WEST 794.95 FEET; THENCE SOUTH 64°21'31" WEST 942.83 FEET; THENCE SOUTH 06°50'26" WEST 888.49 FEET; THENCE SOUTH 37°35'19" WEST 417.03 FEET; THENCE SOUTH 00°11'11" EAST 249.54 FEET; THENCE NORTH 89°53'01" WEST 384.50 FEET; THENCE SOUTH 01°24'08" WEST 241.54 FEET; THENCE SOUTH 87°08'25" WEST 28.30 FEET; THENCE SOUTH 00°18'15" WEST 296.81 FEET; THENCE NORTH 89°14'24" WEST 618.30 FEET; THENCE NORTH 00°22'02" EAST 40.45 FEET; THENCE NORTH 89°39'49" WEST 1320.00 FEET; THENCE SOUTH 00°13'11" WEST 376.94 FEET; THENCE SOUTH 86°02'25" WEST 174.61 FEET; THENCE SOUTH 86°02'25" WEST 1121.10 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5100 EAST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°16'28" EAST 810.29 FEET; THENCE SOUTH 89°38'25" EAST 1011.78 FEET; THENCE NORTH 13°25'49" WEST 861.43 FEET; THENCE SOUTH 89°34'09" EAST 1506.02 FEET; THENCE SOUTH 89°34'09" EAST 300.00 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER NORTH 00°22'02" EAST 650.49 FEET TO THE POINT OF BEGINNING. CONTAINING 176.671 ACRES.

**OSPREY RANCH**

A PART OF SECTION 33, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 BEING LOCATED SOUTH 89°15'44" EAST 1107.98 FEET ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FROM THE NORTHWEST CORNER OF SAID SECTION 33; RUNNING THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER SOUTH 89°15'44" EAST 831.20 FEET; THENCE SOUTH 17°34'49" EAST 209.73 FEET; THENCE SOUTH 14°33'37" EAST 145.40 FEET; THENCE NORTH 89°59'45" EAST 592.13 FEET; THENCE SOUTH 00°01'00" EAST 993.73 FEET; THENCE SOUTH 89°24'46" EAST 1316.19 FEET; THENCE SOUTH 00°17'51" WEST 1324.59 FEET; THENCE NORTH 89°27'06" WEST 1314.49 FEET; THENCE SOUTH 00°14'51" WEST 1325.25 FEET; THENCE SOUTH 00°11'58" WEST 1283.97 FEET; THENCE SOUTH 89°30'41" EAST 971.68 FEET; THENCE SOUTH 00°15'55" WEST 716.21 FEET; THENCE SOUTH 89°27'16" EAST 330.00 FEET; THENCE SOUTH 00°15'55" WEST 102.77 FEET; THENCE ALONG THE ARC OF A 328.00 FOOT RADIUS CURVE TO THE RIGHT 16.92 FEET WITH

AN INTERNAL ANGLE OF 02°57'23" AND A CHORD BEARING SOUTH 71°10'07" EAST 16.92 FEET; THENCE SOUTH 69°41'26" EAST 7.86 FEET; THENCE ALONG THE ARC OF A 122.00 FOOT RADIUS CURVE TO THE RIGHT 118.61 FEET WITH AN INTERNAL ANGLE OF 55°42'17" AND A CHORD BEARING SOUTH 41°50'18" EAST 114.00 FEET; THENCE SOUTH 13°59'09" EAST 122.80 FEET; THENCE ALONG THE ARC OF A 179.14 FOOT RADIUS CURVE TO THE LEFT 47.39 FEET WITH AN INTERNAL ANGLE OF 15°09'30" AND A CHORD BEARING SOUTH 21°33'54" EAST 47.26 FEET; THENCE SOUTH 53°49'45" WEST 44.12 FEET; THENCE SOUTH 00°00'00" EAST 161.54 FEET; THENCE SOUTH 45°00'05" WEST 160.41 FEET; THENCE NORTH 89°32'17" WEST 2608.44 FEET; THENCE NORTH 00°06'34" EAST 908.49 FEET; THENCE NORTH 43°44'33" WEST 497.41 FEET; THENCE NORTH 28°29'33" EAST 77.14 FEET; THENCE SOUTH 89°38'24" EAST 975.11 FEET; THENCE NORTH 00°21'49" EAST 1324.12 FEET; THENCE NORTH 89°41'39" WEST 1226.44 FEET; THENCE NORTH 13°11'10" EAST 89.84 FEET; THENCE SOUTH 89°41'39" EAST 504.99 FEET; THENCE NORTH 30°01'35" WEST 133.91 FEET; THENCE NORTH 64°58'13" EAST 233.12 FEET; THENCE NORTH 00°18'23" EAST 269.99 FEET; THENCE NORTH 57°48'19" WEST 422.50 FEET; THENCE NORTH 25°18'20" EAST 597.00 FEET; THENCE NORTH 24°41'39" WEST 953.18 FEET; THENCE NORTH 00°18'20" EAST 439.01 FEET; THENCE NORTH 89°41'38" WEST 450.11 FEET; THENCE NORTH 02°49'12" EAST 662.33 FEET; THENCE SOUTH 69°41'45" EAST 334.35 FEET; THENCE NORTH 19°35'20" EAST 848.20 FEET TO THE POINT OF BEGINNING. CONTAINING 280.870 ACRES. ALSO, BEGINNING AT A POINT BEING LOCATED NORTH 00°22'52" EAST 651.18 FEET FROM THE SOUTHEAST QUARTER CORNER OF SAID SECTION 33; RUNNING THENCE NORTH 00°23'00" EAST 672.71 FEET; THENCE SOUTH 89°06'27" EAST 1391.50 FEET; THENCE SOUTH 36°02'32" EAST 585.87 FEET TO THE WEST RIGHT-OF-WAY LINE OF SR-158; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 26°13'31" WEST 195.61 FEET; (2) SOUTH 16°08'16" WEST 350.88 FEET; (3) SOUTH 16°08'16" WEST 64.75 FEET; THENCE NORTH 82°23'06" WEST 149.43 FEET; THENCE SOUTH 73°52'39" WEST 100.00 FEET; THENCE NORTH 85°42'21" WEST 50.00 FEET; THENCE NORTH 52°12'21" WEST 50.00 FEET; THENCE NORTH 40°27'21" WEST 150.00 FEET; THENCE NORTH 89°42'21" WEST 450.00 FEET; THENCE SOUTH 00°17'39" WEST 70.00 FEET; THENCE NORTH 89°42'21" WEST 250.61 FEET; THENCE NORTH 00°17'39" EAST 526.00 FEET; THENCE NORTH 89°42'21" WEST 242.00 FEET; THENCE SOUTH 01°51'07" WEST 150.00 FEET; THENCE SOUTH 34°45'52" WEST 110.00 FEET; THENCE NORTH 70°00'53" WEST 106.28 FEET TO THE POINT OF BEGINNING. CONTAINING 31.883 ACRES.

#### BRIDGES

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

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 16; RUNNING THENCE ALONG THE EAST SECTION LINE OF SAID SOUTH HALF OF SECTION 16 NORTH 00°20'34" EAST 1321.19 FEET; THENCE NORTH 89°19'26" WEST 1316.32 FEET; THENCE SOUTH 00°21'49" WEST 1324.09 FEET TO THE SOUTH SECTION LINE OF SAID SOUTH

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

LESS THAN EXCEPTING THE FOLLOWING:

#### FUTURE LOT 43 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 44 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1189.86 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 97.20 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 43°14'46" EAST 71.11 FEET; THENCE ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT 1.39 FEET, HAVING A CENTRAL ANGLE OF 00°11'15", CHORD BEARS 43°09'08" EAST 1.39 FEET; THENCE SOUTH 46°45'14" WEST 120.00 FEET; THENCE



NORTH 43°14'46" WEST 72.50 FEET; THENCE NORTH 46°45'14" EAST 120.00 FEET TO THE POINT OF BEGINNING. CONTAINING 8700 SQUARE FEET.

#### FUTURE LOT 51 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 52 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 53 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 54 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 1622.16 FEET ALONG THE WEST LINE OF

SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 1050.96 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT 48.24 FEET, HAVING A CENTRAL ANGLE OF 15°47'41", CHORD BEARS NORTH 10°35'50" EAST 48.09 FEET; THENCE SOUTH 87°18'01" EAST 102.33 FEET; THENCE SOUTH 16°45'43" EAST 137.60 FEET; THENCE SOUTH 73°14'17" WEST 70.00 FEET; THENCE NORTH 16°45'43" WEST 124.64 FEET; THENCE NORTH 71°30'20" WEST 59.50 FEET TO THE POINT OF BEGINNING. CONTAINING 12758 SQUARE FEET.

#### FUTURE LOT 65 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 73 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 74 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 75 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 76 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 80 BOUNDARY DESCRIPTION

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

#### FUTURE LOT 81 BOUNDARY DESCRIPTION

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

28°50'18" WEST 103.92 FEET; THENCE NORTH 63°24'30" EAST 159.75 FEET TO THE POINT OF BEGINNING. CONTAINING 17255 SQUARE FEET.

FUTURE LOT 83 BOUNDARY DESCRIPTION

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

FUTURE LOT 83 BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT BEING LOCATED SOUTH 00°18'51" WEST 463.88 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" EAST 800.33 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 15; RUNNING THENCE SOUTH 42°34'42" EAST 112.38 FEET; THENCE SOUTH 45°55'24" WEST 202.88 FEET; THENCE NORTH 44°04'36" WEST 112.35 FEET; THENCE NORTH 45°55'24" EAST 205.82 FEET TO THE POINT OF BEGINNING. CONTAINING 22958 SQUARE FEET.



**EXHIBIT B**

**LEGAL DESCRIPTION OF DESIGNATED EXPANSION AREA**

**EAGLE CREST**

A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT A POINT ON THE NORTH SECTION LINE OF SAID NORTHEAST QUARTER OF SECTION 21, SAID POINT BEING LOCATED NORTH 89°27'01" WEST 424.94 FEET ALONG SAID NORTH SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 21; RUNNING THENCE SOUTH 23°10'15" EAST 180.39 FEET; THENCE SOUTH 61°48'17" EAST 323.90 FEET; THENCE SOUTH 89°32'10" EAST 66.09 FEET TO THE EAST SECTION LINE OF SAID NORTHEAST QUARTER SECTION; THENCE ALONG SAID EAST SECTION LINE SOUTH 00°20'47" WEST 1802.52 FEET TO THE NORTH SUBDIVISION LINE OF PATIO SPRINGS UNIT NO.1; THENCE ALONG SAID NORTH SUBDIVISION LINE NORTH 89°38'30" WEST 739.37 FEET TO THE NORTHERLY SUBDIVISION LINE OF EAGLE RIDGE SUBDIVISION PHASES 4 & 5; THENCE ALONG SAID NORTHERLY SUBDIVISION LINE THE FOLLOWING SIX (6) COURSES: (1) NORTH 32°25'00" WEST 185.79 FEET; (2) SOUTH 57°35'00" WEST 157.79 FEET; (3) THENCE ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT 184.03 FEET WITH AN INTERNAL ANGLE OF 31°57'04" AND A CHORD BEARING NORTH 50°46'25" WEST 181.65 FEET; (4) NORTH 66°44'58" WEST 112.60 FEET; (5) ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT 59.57 FEET WITH AN INTERNAL ANGLE OF 10°20'34" AND A CHORD BEARING NORTH 71°55'16" WEST 59.49 FEET; (6) NORTH 15°23'05" EAST 203.17 FEET; THENCE NORTH 15°07'31" WEST 354.47 FEET; THENCE NORTH 00°22'10" EAST 1337.74 FEET TO SAID NORTH SECTION LINE OF THE NORTHEAST QUARTER OF SECTION 21; THENCE ALONG SAID NORTH SECTION LINE SOUTH 89°27'01" EAST 891.25 FEET TO THE POINT OF BEGINNING. CONTAINING 59.164 ACRES.

**EXHIBIT C**  
**COPY OF DEVELOPMENT AGREEMENT**



\*W3297522\*

When recorded, return to:  
Wolf Creek Resort Holdings, LLC  
3718 N Wolf Creek Drive  
Eden, UT 84310

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**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**And**

**Wolf Creek Resort Holdings, LLC**

**WCU, LLC**

**Wolf Creek Exchange, LLC**

**Eagle Crest, LLC**

**Cobabe Ranch, LLC**

**Wolfgange E. Korndoerfer Trust**

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**Exhibit J: Cobabe Ranch Townhomes Architectural Depictions**

**Exhibit K: Cobabe Ranch Single-Family Homes Site Plan**

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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 15 day of August, 2023, by and between Weber County, a political subdivision of the State of Utah (the "County") and Wolf Creek Resort Holdings, LLC, a Utah limited liability company ("WCH"), WCU, LLC, a Utah limited liability company ("WCU"), Wolf Creek Exchange, LLC, a Utah limited liability company ("WCE"), Eagle Crest, LLC, a Utah limited liability company ("EC"), Cobabe Ranch, LLC a Utah limited liability company ("CR"), and the Wolfgang E. Korndoerfer Trust ("WKT"). WCH, WCU, WCE, EC, CR, and WKT are collectively referred to in this Agreement as the "Developer Parties." The County and the Developer Parties are individually referred to as a "Party" and collectively referred to as the "Parties."

### RECITALS

- A. The Developer Parties desire and intend to implement a master concept development plan ("Plan") for certain parcels of land ("Parcels") located in the unincorporated area of Weber County known as Eden.
- B. The Developer Parties' implementation of the Plan will require (A) rezoning of certain Parcels ("Zone Changes"), and (B) transfer and reallocation of the maximum number (*i.e.* density) of residential dwelling units ("Units") that may be constructed on the Parcels ("Density Transfer").
- C. As more particularly set forth in this Agreement, the Zone Changes will cause certain Parcels zoned as Forest Residential Zone FR-3, Residential Estates Zone RE-20, Residential Estates Zone RE-15, Commercial Valley Resort Recreation Zone CVR-1, Agricultural Valley AV-3, and Forest Zone F-5 (the "Prior Zones") to be subject to a Master Planned Development Overlay Zone ("MPDOZ") and/or Open Space Zone O-1 (the "New Overlay Zones").
- D. The County and Wolf Creek Properties, L.C., a Utah limited liability company (the "Original Developer") entered into that certain Zoning Development Agreement dated October 11, 2002, which was recorded in the Weber County Recorder's Office on October 22, 2002, in Book 2276 beginning at Page 990, as Entry No. 1883524 (the "Original Development Agreement").
- E. The purpose of the Original Development Agreement was to, among other matters, allocate the available density of Units for development of the Wolf Creek Resort (the "Resort") based upon zoning classifications and available acreage within each zone.
- F. The Original Development Agreement was amended by that certain Agreement Amending and Clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort dated March 22, 2016, which was recorded in the Weber County Recorder's Office on March 23, 2016, as Entry No. 2784398 (the "Amending and Clarifying Agreement").
- G. The purpose of the Amending and Clarifying Agreement was to, among other matters, amend and clarify certain provisions of the Original Development Agreement in order to assign available density entitlements for undeveloped areas of the Resort.
- H. The Parties have agreed to enter into this Agreement in order to memorialize certain Zone Changes and Density Transfers as needed to properly implement the Plan.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

## AGREEMENT

### 1 Effective Date / Initial Term & Extension Terms / Termination.

- 1.1 **Effective Date.** This "Effective Date" of this Agreement shall be the date this Agreement has been recorded in the Weber County Recorder's Office against each of the Burdened Parcels, as required under Section 15.15, below.
- 1.2 **Initial Term.** The "Initial Term" of this Agreement shall commence on the Effective Date and continue until December 31, 2038, unless terminated earlier as set forth in this Agreement. The Initial Term and each Extension Term (as defined under Section 1.3, below) shall be individually and collectively referred to as the "Term" of this Agreement.
- 1.3 **Extension Terms.** The Term of this Agreement shall automatically extend for successive five (5) year periods (each such five-year period is referred to herein as an "Extension Term") immediately upon the end of the Initial Term, and each and every Extension Term thereafter.
- 1.4 **County Election Not to Renew.** No later than one (1) year prior to the expiration of the Initial Term, or any given Extension Term, The County may deliver to the Project Developer(s) of any given Project(s) written notification that the County has elected not to renew this Agreement with regard to such Project(s).
- 1.5 **Termination (Individual Projects).** This Agreement shall terminate with regard to any particular Project if either of the following occurs:
  - (a) the Project Developer(s) of such Project default under any provision of this Agreement and such default is not remedied per Section 10 of this Agreement; or
  - (b) the County and the Project Developer(s) of such Project mutually agree to terminate this Agreement pursuant to a written notice of termination that is recorded solely against the Project Areas upon which such terminated Project is located.

The termination of this Agreement with regard to any particular Project, or with regard more than one but less than all of the Projects, shall not terminate this Agreement with regard to any other Projects.

Aside from the County's right to elect not to renew this Agreement, as set forth under Section 13, below, this Agreement may be terminated, in its entirety and with regard to all of the Projects, only by a written termination that has been (A) signed by all of the Parties to this Agreement, including the County and each Developer Party, and (B) recorded against all of the Burdened Parcels.

- 1.6 **Expiration or Termination.** The expiration or termination of this Agreement with regard to any particular Project shall result in the reversion of the Project Area(s) upon which such Project is located, or was intended to be located, back to the rights, standards, and regulations of the underlying zones, including the reversal of any Zone Changes and Density Transfer associated with such Project Areas. At that time, any established nonconforming right may continue as provided by law, but no new right may be established unless it complies with the underlying zone.
- 1.7 **Term of Agreement Related to Ongoing Performance Responsibilities.** The Term of this Agreement as it relates to the Project Developers' ongoing operations, performance, or maintenance responsibilities regarding their particular Project shall not terminate or expire unless authorized in writing by County.

## **2. Definitions and Interpretation.**

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized. Words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.

- 2.1 **Agreement.** "Agreement" means this Development Agreement between the County and Developer Parties, as approved by the Board of County Commissioners, and executed by the undersigned.
- 2.2 **County.** "County" means Weber County, Utah.
- 2.3 **Developer Parties.** "Developer Parties" collectively means Wolf Creek Resort Holdings, LLC, a Utah limited liability company ("WCH"), WCU, LLC, a Utah limited liability company ("WCU"), Wolf Creek Exchange, LLC, a Utah limited liability company ("WCE"), Eagle Crest, LLC, a Utah limited liability company ("EC"), Cobabe Ranch, LLC a Utah limited liability company ("CR"), and the Wolfgang E. Korndorfer Trust ("WKT"), or any of their successors or assigns.
- 2.4 **Development Standards.** "Development Standards" means the requirements for each Project set forth under Section 8 of this Agreement.
- 2.5 **Effective Date.** "Effective Date" has the meaning set forth under Subsection 1.1 of this Agreement.
- 2.6 **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that prevents or delays the performance by such Party of any obligation arising under this Agreement, including, for example, but without limitation, the following occurrences or events: condemnation; expropriation; plague; drought; landslide; tornado; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to any Project caused by third parties; riot or similar civil disturbance or commotion; other acts of God; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.
- 2.7 **Parties.** "Parties" collectively means and refers to the County and the Developer Parties.
- 2.8 **Project(s).** "Project(s)" refers to each or all of the Projects described under Section 4 of this Agreement, including The Exchange, Eagle Crest, and Cobabe Ranch.
- 2.9 **Project Area(s).** "Project Area(s)" mean the area(s) upon which any particular Project is or will be developed. Such areas are identified as AREA "A" through AREA "I" on the Zoning Map attached to and made part of this Agreement as *Exhibit "A"*.
- 2.10 **Project Developer(s).** "Project Developer(s)" means and refers to the Developer Party (or Developer Parties) responsible for the development of any particular Project that is governed by this Agreement. The Project Developer(s) of any such Project solely include(s) the Developer Party (or Developer Parties) that own(s) the Project Area(s) upon which such Project will be developed. Section 6, below, identifies the Project Developer(s) of each Project as of the Effective Date of this Agreement.
- 2.11 **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to any particular Project, or the Project Area(s) on which such Project is located, having very little chance of effect on the character of the Project Area, and not anticipated to generate concern from the public.

**3. Rezoning and Density Transfer.**

**3.1 Zone Changes.** Each of the Zone Changes are identified on the map attached to and made part of this Agreement as *Exhibit "A"* (the "Zoning Map"). Page 1 of the Zoning Map shows the existing zones. Each new zone or overlay zone, as applicable, is identified on the labels for each of the Project Areas, as shown on Page 2 of the Zoning Map. The following table ("Zone Change Table") further details each Zone Change, including the Project Areas, the Weber County Parcel number(s), the total acres in the Weber County Parcel(s) that comprise the Project Area(s), the Weber County Parcel owner, the existing zone(s), and the new zone or overlay zone, as applicable.

Zone Change Table					
Project Area(s)	Weber County Parcel Number(s)	Total Acres	Parcel Owner	Zone Change	
				Existing Zone	New Zone or Overlay Zone
A, B & C	22-015-0110	61.12	Eagle Crest, LLC	RE-20 & FR-3	MPDOZ
D	22-016-0079	1.87	Wolf Creek Exchange, LLC	RE-15	MPDOZ
E	22-016-0108 22-016-0085 22-016-0098	15.975	WCU, LLC	CVR-1	MPDOZ
F	22-148-0014	4.77	Wolfgang E. Korndoerfer Trust	RE-15	O-1
G	22-020-0028	3.51	Cobabe Ranch, LLC	RE-15	MPDOZ
H & I	22-020-0040	82.147	Cobabe Ranch, LLC	F-5	MPDOZ
I	22-021-0048 22-021-0006 22-021-0111	90.542	Wolf Creek Resort Holdings, LLC	AV-3	AV-3

**3.2 Transferable Units.** Section 2 of the Amending and Clarifying Agreement includes a table ("Density Allocation Table") that summarizes, among other matters, the total number of Units assigned to certain "Development Parcels" / "Zoning Parcel Nos"<sup>1</sup> as shown under the Density Allocation Table.

**3.2.1** The County has determined and agreed that the Units assigned to the Development Parcels owned by WCU, as shown on the Density Allocation Table in the Amending and Clarifying Agreement (*i.e.* Development Parcel/Zoning Parcel No. 3 zoned as FR-3 (73 Units); Development Parcel/Zoning Parcel No. 4 zoned as FR-1 (1 Unit); and that portion of Development Parcel/Zoning Parcel No. 12 zoned as CVR-1 (162 Units) (collectively, the "Transferable Units") may be set aside for transfer and reallocation to other areas of the Resort. The County has further determined and agreed that the Transferable Units also include 5 Units<sup>2</sup> owned by WCU that are associated with Project Area D, as identified in the Zone Change Table, above. Accordingly, the County agrees that WCU currently holds a total of 241 Transferable Units.

<sup>1</sup> The terms "Development Parcel(s)" and "Zoning Parcel(s)" as used in the Amending and Clarifying Agreement, and the term "Parcel(s)" as used in this Agreement, are not synonymous.

<sup>2</sup> These 5 Units are from that portion of Development Parcel/Zoning Parcel No. 12 zoned as CV-2, as shown on the Density Allocation Table in the Amending and Clarifying Agreement.



- 3.3 Density Transfer Map.** The map attached to and made part of this Agreement as *Exhibit "B"* (the "Density Transfer Map") illustrates WCU's transfer of the Transferable Units. The general locations of 73 Units from Development Parcel/Zoning Parcel No. 3, 1 Unit from Development Parcel/Zoning Parcel No. 4, 162 Units from Development Parcel/Zoning Parcel No. 12-1, and the 5 Units from Parcel 12-2 are identified by the corresponding numerical labels on the Density Transfer Map displaying each of those Unit quantities.<sup>3</sup>
- 3.4 Transferred Units.** WCU has elected to transfer a portion of the Transferable Units to certain Project Areas that are owned, and will be developed, by other Developer Parties. Accordingly, the County agrees WCU may immediately transfer a portion of the Transferable Units as follows:
- 3.4.1** 144 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Map) shall be transferred to the mixed-use residential/commercial development known as The Exchange, located in Project Areas D & E.
- 3.4.2** 22 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Map) shall be transferred to the residential subdivision known as Eagle Crest, located in Project Areas A, B & C. Eagle Crest previously had an allowed density of 90 Units, and hereafter has an allowed density of 112 Units.
- 3.4.3** 55 Transferable Units (as identified by the corresponding numerical label on the Density Transfer Maps) shall be transferred to a portion of the residential subdivision known Cobabe Ranch – specifically Project Area H. Cobabe Ranch previously had an allowed density of 46 Units, and hereafter has an allowed density of 101 Units.
- 3.5 Remaining Units.** The County agrees that, following WCU's transfer of the 221 Transferable Units, as described above, WCU will continue to hold the remaining 20 Transferable Units, which WCU may elect to transfer at some future point in time, as permitted by applicable County codes.

#### **4. Projects.**

The purpose of the Zone Changes and Density Transfer is to accommodate and allow for development of the following three (3) Projects:

- The Exchange – mixed-use residential/commercial
- Eagle Crest – residential townhomes and condominiums
- Cobabe Ranch – residential townhomes and single-family homes

#### **5. Project Areas.**

Each Project will be developed on the following Project Areas, as identified on the Zoning Map:

- The Exchange – Project Areas D & E (totaling 17.84 acres)
- Eagle Crest – Project Areas A, B & C (totaling 61.12 acres)
- Cobabe Ranch – Project Areas G, H & I (totaling 176.67 acres)

<sup>3</sup> Each Development Parcel/Zoning Parcel No., as shown on the Density Allocation Table under Section 2 of the Amending and Clarifying Agreement, is identified as a "PARCEL" on the Density Transfer Map attached to this Agreement as *Exhibit "B"*. The identification of each "PARCEL" on the Density Transfer Map, and the term "Parcel" as used in this Agreement, are not synonymous.

**6. Project Developers.**

Each Project will be developed solely by the Developer Party or Developer Parties that own(s) the Project Areas upon which such Project will be developed (the "Project Developer(s)").

As of the Effective Date, the Project Developers are as follows:

<u>Project</u>	<u>Project Developer(s)</u>
The Exchange	Wolf Creek Exchange, LLC WCU, LLC
Eagle Crest	Eagle Crest, LLC
Cobabe Ranch	Cobabe Ranch, LLC Wolf Creek Resort Holdings, LLC

**7. Project Descriptions.**

**7.1 The Exchange.** The Exchange Project will include 144 condominium Units, along with a hotel, retail and food services.

- 7.1.1 Site Plan. The Exchange site plan is attached to and made part of this Agreement as *Exhibit "C"*.
- 7.1.2 Architectural Depictions. The Exchange architectural depictions are attached to and made part of this Agreement as *Exhibit "D"*.
- 7.1.3 Allowed Uses:  
As permitted under the Commercial Valley Resort Recreation Zone (CVR-1) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "E"*.
- 7.1.4 Site development standards:  
As permitted in the regulations of the Commercial Valley Resort Recreation Zone (CVR-1) as of the Effective Date of this Agreement.

**7.2 Eagle Crest.** Eagle Crest Project will include 72 townhome Units and 120 condominium Units. An additional 80 Units will eventually be transferred to Project Areas A, B and C in order to bring the Eagle Crest Project to a total of 192 total Units.

- 7.2.1 Site Plan. The Eagle Crest site plan is attached to and made part of this Agreement as *Exhibit "F"*.
- 7.2.2 Architectural Depictions. The Eagle Crest architectural depictions are attached to and made part of this Agreement as *Exhibit "G"*.
- 7.2.3 Square Footage Requirements. With community wastewater facility, multifamily requires 7,500 SF of net developable area (slopes under 30%, suitable soils with no surface or ground water) and 2,000 SF for each unit in excess of two (10 plex requires 23,500 SF)
- 7.2.4 Allowed Uses:  
As permitted in Forest Residential Zone (FR-3), except short term rentals are prohibited.
- 7.2.5 Site development standards:  
Unless otherwise permitted by this Agreement, the site development standards of Eagle Crest will be as permitted under the Forest Residential Zone (FR-3) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "H"*.

**7.2.6 Lot Requirements:**

For townhomes, the lot size requirements of the FR-3 zone will apply

**7.2.7 Building / Unit Requirements:**

- No maximum percentage of lot coverage or dwelling units
- Building height minimum one story and max 35' (accessory building 25')
- Maximum building footprint no more 40% of the lot area

**7.2.8 Setback Requirements:**

- 15' minimum front yard setback
- Side and rear setbacks:
  - 8' with total width of two side yards not less than 18'
  - 20' side facing street on a corner lot
- 20' minimum rear setback

**7.2.9 Open Space Requirements:**

- Minimum open space is 40% (common area)

**7.2.10 Design Variations:**

**Parking:**

Two (2) parking spots per Unit  
Stalls 180 SF but at 8'x22.5' (not 10'x18')

**Curbs:**

Requested rolled curb and gutter vs high back

**Setbacks:**

Front standard 25' and requested 15'  
Rear standard 30' and requested 20'

**7.3 Cobabe Ranch.** The Cobabe Ranch Project will include 68 townhomes, 18 single-family homes located on individual 3-acre lots (AV-3), and 15 single-family homes located on individual 2-acre lots (101 total Units). The 18 single-family homes located on 3-acre lots will be located on that portion of the Cobabe Ranch Project that remains Zone AV-3 (Project Area H). The 15 single-family homes located on 2-acre lots, along with the townhomes, will be located on that portion of the Cobabe Project identified as Zone F-5 (Project Area I).

**7.3.1 Cobabe Ranch – Townhomes**

**7.3.1.1 Site Plan.** The Cobabe Ranch Townhomes site plan is attached to and made part of this Agreement as *Exhibit "I"*.

**7.3.1.2 Architectural Depictions.** The Cobabe Ranch Townhomes architectural depictions are attached to and made part of this Agreement as *Exhibit "J"*.

**7.3.1.3 Square Footage Requirements.** With community wastewater facility, multifamily requires 7,500 SF of net developable area (slopes under 30%, suitable soils with no surface or ground water) and 2,000 SF for each unit in excess of two (10 plex requires 23,500 SF)

**7.3.1.4 Allowed Uses:**

- As permitted under the Forest Residential Zone (FR-3) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "H"*.
- Short term rentals are restricted to three (3) night minimums

**7.3.1.5 Lot Requirements:**

- For townhomes, the lot size requirements of the FR-3 zone will apply

**7.3.1.6 Building / Unit Requirements:**

- No maximum percentage of lot coverage or dwelling units
- Building height minimum one story and max 35' (accessory building 25')
- Maximum building footprint no more 40% of the lot area

7.3.1.7 Setback Requirements:

- 15' minimum front yard setback
- Side and rear setbacks:
  - 8' with total width of two side yards not less than 18'
  - 20' side facing street on a corner lot
- 20' minimum rear setback

7.3.1.8 Open Space Requirements:

- Minimum open space is 40% (common area)

7.3.1.9 Design Variations:

- Parking:
  - Two (2) parking spots per townhomes
  - Stalls 180 SF but at 8'x22.5' (not 10'x18')
- Curbs:
  - Requested rolled curb and gutter vs high back
- Setbacks:
  - Front standard 25' and requested 15'
  - Rear standard 30' and requested 20'

7.3.2 **Cobabe Ranch – Single-Family Homes**

7.3.2.1 Site Plan. The Cobabe Ranch Single-Family Homes site plan is attached to and made part of this Agreement as *Exhibit "K"*.

7.3.2.2 Architectural Depictions. The Cobabe Ranch Single-Family Homes architectural depictions are attached to and made part of this Agreement as *Exhibit "L"*. ]

7.3.2.3 Allowed Uses:

- As permitted under the Residential Estate Zones (RE-15/RE-20) ordinance as of the Effective Date of this Agreement, which is attached to and made part of this Agreement as *Exhibit "M"*.
- Short term rentals are restricted to three (3) night minimums

7.3.2.4 Lot Requirements:

- 15K / 20K minimum lot area
- 60' minimum lot width

7.3.2.5 Building / Unit Requirements:

- 60% maximum lot coverage by buildings
- Building height maximum 35'

7.3.2.6 Setback Requirements:

- 20' front setback
- 10' minimum side setback with total width of 2 side <sup>yards</sup> ~~yards~~ not less than 24'
- Side facing street on corner lot 20'
- 30' rear setback

7.3.2.7 Open Space Requirements:

- None

7.3.2.8 Design Variations:

- None

### **7.3.3 Cobabe Ranch – Northeast Access Road / Gate**

As shown on the Cobabe Ranch Townhomes site plan (*Exhibit "I"*) and the Cobabe Ranch Single-Family Homes site plan (*Exhibit "K"*), the Cobabe Ranch Project will include a road, located between Single-Family Home Lot 28 and Single-Family Home Lots 29/30, that provides access to and from the northeast section of the Cobabe Ranch Project (the "Northeast Access Road"). The Northeast Access Road will connect the Cobabe Ranch Project to the adjacent residential subdivision known as "Trappers Ridge at Wolf Creek" (the "Trappers Ridge Community"). More specifically, the Northeast Access Road will connect to the road identified as "FUTURE TELLURIDE ROAD" ("Telluride Road") on that certain plat map entitled "Trappers Ridge at Wolf Creek P.R.U.D., Phase 7A," which was recorded in the Weber County Recorder's Office on July 14, 2020 in Book 88 at Page 20 as Entry No. 3068600.

The Northeast Access Road will include an emergency access "crash gate" located at or near the boundary between the Cobabe Ranch Project and the Trappers Ridge Community (the "Crash Gate"). The cost of the Crash Gate, including materials and installation, will be solely paid by the Developer Parties of the Cobabe Ranch Project. The specifications of the Crash Gate shall meet any requirements set forth by the Weber County Fire District, or any other governmental agency or authority. The County shall, at all times, have sole and absolute discretion and authority to remove the Crash Gate in order to cause unrestricted access between the Cobabe Ranch Project and the Trappers Ridge Community, including public use of the Northeast Access Road / Telluride Road. The cost of repairing and/or replacing the Crash Gate will be paid by the homeowners association that governs the Single-Family Home Lots that comprise the Cobabe Ranch Project.

### **7.3.4 County Services**

Unless or until any Project Area(s) is/are incorporated or annexed into a municipality or district, the County agrees to provide to the Project located on such Project Area(s) all County services it provides to other properties and residents within similar areas of unincorporated Ogden Valley including, but not limited to, law enforcement, fire services and other emergency services. Such services shall be provided to the Project at substantially the same levels of services, on the same terms, and at the same rates as provided to other residents and properties in similar areas of unincorporated Ogden Valley.

## **8. Development Standards.**

- 8.1 Use of Project Areas.** Uses allowed in each Project Area shall be limited to those set forth under Section 7, above.
- 8.2 Fire Protection.** If deemed necessary by the local fire authority, each building shall be fire-sprinkled such that each Unit has at least one sprinkler head, or as may be otherwise required by the fire code or the local fire authority. If a fire hydrant is not already within an acceptable proximity from the site, as determined by the local fire authority, the Project Developer(s) shall install a water trunk line no less than eight (8) inches in diameter, or as otherwise specified by the local fire authority or County Engineer, from the nearest hydrant to the site, and shall install a hydrant onsite or in the adjoining public right-of-way, as may be deemed appropriate by the local fire authority.
- 8.3 Noxious Weeds.** The Project Developer(s) shall be responsible for regular monitoring and removal of noxious weeds on the Project Areas on which their Project is located.
- 8.4 Floodplain Development.** The Project Developer(s) agree(s) to maintain compliance with any floodplain development requirements that apply to their Project or Project Area.
- 8.5 Construction Staging.** The Project Developer(s) agree(s) there will be no construction staging beyond the site of their Project, except what is reasonable and necessary for the construction of access to the site and/or fulfill the requirements of any applicable laws, rules or regulations.



- 8.6 Sanitary Sewer and Culinary Water.** The Project Developer(s) agree(s) to satisfy the requirements of the Wolf Creek Water and Sewer Improvement District, if any, regarding sanitary sewer and culinary water provisions for the Project Areas on which their Project is located.
- 8.7 Permits.** The Project Developer(s) agree(s) to obtain all necessary federal, state, and local permits required prior to any work on any portion of their Project or Project Area that requires such permits, including, but not limited to, building permits, storm water pollution prevention permits, right-of-way encroachment permits, and Army Corps of Engineers permits.
- 8.8** In addition to the development standards set forth under this Section 8, the development of each Project shall comply with any applicable federal, state and County ordinances, laws, rules, and regulations.

**9. Vesting.**

- 9.1** The Parties acknowledge, understand and agree that, to the maximum extent permitted under applicable County, State or Federal laws, this Agreement (A) effectuates and grants the Zone Changes, (B) effectuates and grants the Density Transfer, and (C) grants each Developer Party the right to use and develop the Project Area(s) owned by such Developer Party, along with the right to develop and construct the Project to be located upon such Project Area(s), as collectively set forth in this Agreement, without modification or interference by the County, except as allowed or required by this Agreement or any applicable laws (collectively, the "Entitlements"). The Parties intend that the rights granted to the Developer Parties under this Agreement are contractual, and that the Developer Parties shall also have those rights that exist under statute, common law and at equity. The Parties specifically intend that the Entitlements are "vested rights" as that term is construed under Utah's common law and pursuant to Utah Code Ann. §17-27a-508.
- 9.2** Neither the County nor any department or agency of the County shall impose upon any Project or Project Area (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a "New Law") that reduces or impacts the Entitlements or any other development rights provided by this Agreement. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and /or the Entitlements if it would accomplish any of the following results in a manner that is inconsistent with or more restrictive than any applicable law, either by specific reference to any Project or as part of a general enactment that applies to or affects any Project or Project Area:
- (i) change any land uses or permitted uses of any Project or Project Area;
  - (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of any Project or Project Area in any manner so long as all applicable requirements of this Agreement and the applicable zoning ordinances are satisfied; or
  - (iii) apply to any Project or Project Area any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar zoning designations.

Notwithstanding the foregoing, if any Developer Party considers any New Law to be beneficial to such Developer Party's Project or Project Area, this Section 9 does not require the Developer Party to comply with the superseded ordinance, but rather in such cases, the Developer Party may, with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to such Project or Project Area.

- 9.3 The Parties understand and agree that each Project and Project Area will be required to comply with any New Laws that do not limit or interfere with any Developer Party's vested rights, including any Entitlements or any other development rights granted pursuant to the terms of this Agreement. The following is a non-exhaustive list, for illustrative purposes, of examples of the type of New Laws that may be enacted by the County that would apply to and be enforced against any Project or Project Area:
- 9.3.1 **Compliance with State and Federal Laws.** Any New Laws that are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulations affecting any Project or Project Area.
  - 9.3.2 **Safety Code Updates.** Any New Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
  - 9.3.3 **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
  - 9.3.4 **Fees.** Changes to the amounts of fees for the processing of development applications that are generally applicable to all developments within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and
  - 9.3.5 **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.
- 9.4 Each Developer Party acknowledges, understands and agrees that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify any Developer Party's vested rights, including any Entitlements or any other development rights, as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Sections 17-27a-508 and 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws
- 9.5 The Parties acknowledge, understand and agree that any use lawfully established under this Agreement replaces and supersedes any previously approved development agreements that may pertain to or be recorded against any Project or Project Area.

## **10. Default and Remedies.**

- 10.1 **Default / Cure.** No Party shall be in default under this Agreement unless such Party fails to perform as required under this Agreement for a period of sixty (60) days after such Party has received written notice of default ("Notice of Default") from any other Party. The Notice of Default shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the default is such that it cannot be reasonably cured within such 60-day period, then commencement of the cure within such 60-day time period and diligent prosecution to completion of the cure shall be deemed a cure of the default.

**10.2 County Enforcement / Remedies.** The failure of any Project Developer(s) to comply with this Agreement constitutes a violation of the Weber County Land Use Code, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project and/or Project Areas that are developed and/or owned by such Project Developer(s) that have failed to comply with this Agreement. The County acknowledges and agrees that, any such failure of any Project Developer(s) to comply with this Agreement shall be deemed a default as described under Section 10.1, above. Accordingly, prior to applying any Weber County Land Use Code enforcement and/or remedies, the County must first deliver to such Project Developer(s) a Notice of Default and must give such Project Developer(s) a reasonable opportunity to cure such default, as set forth under Section 10.1.

**10.3 Dispute Resolution Process.**

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

**10.3.2 Mediation.** If above-described Conference process does not resolve the dispute within the required 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place no later than forty-five (45) days after the Parties have submitted the dispute to mediation. If the dispute cannot be resolved through the mediation process within such 45-day period, the Parties may pursue their legal remedies in accordance with applicable, federal, state and local law.

**11. Independent Application of Agreement to Each Project.**

The Parties acknowledge, understand and agree that this Agreement shall be separately and independently applied to, and enforced against, each Project, including the Project Areas upon which the Project is located and the Project Developer(s) of such Project.

**11.1 Project Developer(s).** The Project Developer(s) of any particular Project shall be solely responsible for any and all matters related to such Project, including, without limitation, compliance with those provisions of the Weber County Land Use Code, and provisions of this Agreement, applicable to such Project. Conversely, no Project Developer shall have any rights, duties, obligations or liabilities whatsoever regarding any Project that is not developed by such Project Developer, and any Project Area that is not owned by such Project Developer.

**11.2 Default/Cure.** Any default under any provision of this Agreement by the Project Developer(s) of any particular Project shall not cause any other Project Developer(s) or their Projects to be in default under this Agreement. In the event of any default by any Project Developer(s), the County shall deliver a Notice of Default solely to the defaulting Project Developer(s), and those Project Developer(s) shall be solely responsible for curing such default. Likewise, in the event of any default related to any particular Project, the County shall deliver a Notice of Default solely to the Project Developer(s) that own the Project Area on which the Project in default is located, and those Project Developer(s) shall be solely responsible for curing such default.

**11.3 Termination.** If this Agreement is terminated with regard to any particular Project, including due to any uncured default or mutual agreement between the County and the Project Developer(s) of such Project, this Agreement shall continue in full force and effect with regard to the other Projects. Any written notice of the termination of this Agreement with regard to any particular Project shall be solely recorded against the Project Areas on which the terminated Project is located.

## **12. Amendments.**

This Agreement may be amended by a written amendment that has been signed by one or more Parties (an "Amendment") as follows:

If the subject matter of the Amendment solely relates matters that are specific to a particular Project, or to more than one but less than all of the Projects, the Amendment may be solely signed by the Project Developer(s) that own the Project Area(s) on which such Project(s) is/are located.

Any other Amendments to this Agreement must be signed by all of the Parties, including each and every Developer Party.

The following sections specify what Project changes can be undertaken without the need for any Amendment of this Agreement, and what changes require any Amendment to this Agreement.

**12.1 Project Facility Repair, Maintenance and Replacement.** The Project Developer(s) of any particular Project shall be permitted to repair, maintain and replace such Project and its components consistent with the terms of this Agreement without amending the Agreement.

**12.2 Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may, in their administrative capacities, review and approve certain minor changes, enlargements or adjustments ("Changes") to any particular Project. The Changes described under Subsection 12.2.1, below, are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

**12.2.1 Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided such changes are Routine and Uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on any particular Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by Weber County's Planning Director

## **13. Termination of Agreement.**

This Agreement may be terminated, in its entirety and with regard to all of the Projects, only by a written termination that has been (A) signed by all of the Parties to this Agreement, including the County and each Developer Party, and (B) recorded against all of the Burdened Parcels.

As set forth under Section 1.5, above, the termination of this Agreement with regard to any individual Project, or with regard to more than one but less than all of the Projects, shall not terminate this Agreement with regard to any other Projects.

## **14. Notices.**

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

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

**If to the County:**

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

**With copies to:**

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

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

---

**If to the Developer Parties:**

**Wolf Creek Resort Holdings, LLC, WCU, LLC, Wolf Creek Exchange, LLC,  
Eagle Crest, LLC or Cobabe Ranch, LLC:**  
3718 N. Wolf Creek Drive  
Eden, UT 84310

---

**Wolfgang E. Komdoerfer Trust**

4317 Highway 38  
Franksville, WI 53126-9436

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

**15. General Provisions.**

**15.1 Assignability.** The rights and responsibilities of any Developer Party under this Agreement may be assigned in whole or in part by any Developer Party with the consent of the County as provided herein.

**15.1.1 Sales not an Assignment.** Any Developer Party's sale or conveyance of a lot in any approved subdivision or parcels or any other real estate interest within the Project or Project Area, to builders, users, or sub-developers, shall not be deemed to be an "assignment" subject to the County's approval unless specifically designated as such an assignment by the Developer Party. Despite any such sale or conveyance, the Developer Party maintains all rights, responsibilities, and obligations of this Agreement relative to development on the sold or conveyed property until this Agreement is terminated, expired, or in any other way nonapplicable.

- 15.1.2 Related Party Transfer.** Any Developer Party's transfer of all or any part of any Project Area to any entity that is "related" to such Developer Party (as defined by regulations of the Internal Revenue Service), any Developer Party's entry into a joint venture for development of the Project or Project Area, or any Developer Party's pledging of part or all of the Project or Project Area as security for financing shall also not be deemed to be an "assignment" subject to the County's approval unless specifically designated as such an assignment by the Developer Party. Developer Party shall give the County notice of any event specified in this Subsection 15.1.2 no later than ten (10) days after the event has occurred. Such notice shall include providing the County with all necessary contact information for the newly responsible party.
- 15.1.3 Notice.** Developer Party shall give notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making any evaluations permitted under this Section 15.1. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.
- 15.1.4 Deemed Approved.** Unless the County objects in writing within thirty (30) business days the County shall be deemed to have approved of and consented to the assignment.
- 15.1.5 Partial Assignment.** If any proposed assignment is for less than all of any Developer Party's rights and responsibilities, the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, the Developer Party shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
- 15.1.6 Ground for Denying Assignment.** The County may only withhold its consent for the reasons listed herein.
- (i) If the County is not reasonably satisfied of the assignee's ability to perform the obligations of Developer Party proposed to be assigned;
  - (ii) If the County has reasonable concern that the assignment will separate the Project or Project Area in any manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst assignees or other administrative review services not otherwise anticipated at the time of the execution of this Agreement; or
  - (iii) If the County has reasonable concern that the assignment will separate the Project or Project Area in any manner that negates the purpose of planning the Project area as one complete planned development.
- 15.1.7 Assignee Bound by this Agreement.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment
- 15.2 Annexation.** Each Developer Party, on behalf of itself and its successors, and any future owners of the Project Area(s) owned by such Developer Party, covenants and agrees not to protest an annexation petition initiated under Utah Code § 10-2-403, or otherwise object to any effort to annex the Project Area(s) owned by such Developer Party into any municipality adjacent to such Project Area(s) under Utah Code § 10-2-418 provided that: (a) such annexation will not in any way diminish the Developer Party's right and ability to develop its Project(s) and/or Project Area(s) as provided in this Agreement; and (b) the annexing municipality agrees to adopt the terms and provisions of this Agreement, including Exhibits, by ordinance. The Parties to this Agreement acknowledge and agree that any Project Area(s) must be annexed, if at all, in its/their entirety (i.e. no piecemeal or partial annexations of any Project Area(s) will be permitted). Each Developer Party reserves the right to protest or otherwise object to any attempt to pursue the partial annexation of any Project Area(s), or any attempt to annex such Project Area(s) without the conditions of clauses (a) and (b), above, being satisfied. Further,



notwithstanding annexation of the Project Area(s) into any municipality, the Parties further acknowledge and agree that the County's ordinances, policies, standards, procedures, and any processing fee schedules of the County related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date (collectively, the "County's Vested Laws"), together with this Agreement and its Exhibits, will control the development of any Project(s) and/or Project Area(s) unless the Developer Party (or Developer Parties) of such Project(s) and/or Project Area(s) specifically agree(s) to the application of the laws of the annexing municipality with respect to such Project(s) and/or Project Area(s). In the event any Project Area(s) is/are annexed into any municipality, all references to the County under the County's Vested Laws and this Agreement will be deemed references to the applicable municipality.

- 15.3 Binding Effect.** This Agreement shall be binding upon each of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) assigns, devisees, administrators, representatives, and all other persons or entities that may acquire ownership of any Project(s) or Project Area(s), whether by sale, operation of law, devise, or in any other manner whatsoever
- 15.4 No Waiver.** The failure of any Party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.
- 15.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
- 15.6 Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided herein, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each Party covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop any particular Project(s) in conformity with the terms and conditions specified in this Agreement.
- 15.7 Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 15.8 Force Majeure Event.** A Force Majeure Event shall be promptly addressed by the Project Developer(s) that are claiming the existence of such Force Majeure Event. County agrees to offer a reasonable period for the Project Developer(s) to cure the effect of the event given the extent of the effect on their Project and the ability of the Project Developer(s) to redress the effect.
- 15.9 Entire Agreement.** This Agreement, together with all Exhibits or any other attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements between them, whether written or oral.
- 15.10 Recitals Incorporated.** The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the Parties represent they are true, accurate and correct.

**15.11 Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties. Further, any executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

**15.12 Governing Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.

**15.13 Venue.** Any judicial action to enforce this Agreement shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.

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

**15.15 Recordation / Burdened Parcels.** This Agreement shall be recorded in the Weber County Recorder's Office, shall run with the land, shall burden each of the Parcels described under the legal descriptions attached to and made part of this Agreement as *Exhibit "N"* (the "Burdened Parcels"), and shall be binding upon each of the Developer Parties that own each of the Burdened Parcels, and their successors and assigns, and all persons who hereafter acquire any interest in any portion of the Burdened Parcels.

**15.16 Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the County, the signature of the Chair of the Board of County Commissioners for the County is affixed to this Agreement lawfully binding the County. This Agreement is approved as to form and is further certified as having been lawfully adopted by the County by the signature of the County Attorney.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives.

"County"

Weber County,  
a political subdivision of the State of Utah

Name: Gage Froerer

By: Gage Froerer, Chair  
Board of County Commissioners

Date: 8/15/2023

Approved as to form and legality:

Courtlan P. Erickson  
Courtlan Erickson, Deputy County Attorney

Attest:

Ricky Hatch  
Ricky Hatch, CPA, Clerk/Auditor



[DEVELOPER PARTIES' SIGNATURES ARE ON THE FOLLOWING PAGE]

"Developer Parties"

Wolf Creek Resort Holdings, LLC,  
a Utah limited liability company

Name: \_\_\_\_\_  
By: JOHN LEWIS  
Its: MEMBER  
Date: 08.25.2023

Eagle Crest, LLC,  
a Utah limited liability company

Name: \_\_\_\_\_  
By: JOHN LEWIS  
Its: MEMBER  
Date: 08.25.2023

WCU, LLC,  
a Utah limited liability company

Name: \_\_\_\_\_  
By: JOHN LEWIS  
Its: MEMBER  
Date: 08.25.2023

Cobabe Ranch, LLC,  
a Utah limited liability company

Name: \_\_\_\_\_  
By: JOHN LEWIS  
Its: MEMBER  
Date: 08.25.2023

Wolf Creek Exchange, LLC,  
a Utah limited liability company

Name: \_\_\_\_\_  
By: JOHN LEWIS  
Its: MEMBER  
Date: 08.25.2023

Elkhorn, LLC,  
a Utah limited liability company

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Wolfgang E. Korndorfer Trust

Name: \_\_\_\_\_  
By: WOLFGANG E. KORNDORFER  
Its: TRUSTED  
Date: 8/22/23

**NOTARY ACKNOWLEDGEMENT**  
(Wolf Creek Resorts Holdings, LLC)

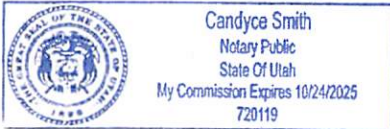
STATE OF UTAH )  
 )ss.  
COUNTY OF Weber )

On this 25<sup>th</sup> day of August in the year 2023, before me  
Candye Smith, a notary public, personally appeared  
Notary Public Name  
John Lewis, in his/her capacity as Member of  
Name of Document Signer

Wolf Creek Resorts Holdings, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal

Notary Seal



[Signature]  
(Signature of Notary)

My Commission Expires: October 24, 2025









**NOTARY ACKNOWLEDGEMENT**

(Cobabe Ranch, LLC)

STATE OF UTAH )  
 )ss.  
COUNTY OF Weber )

On this 25<sup>th</sup> day of August in the year 2023, before me

Candye Smith, a notary public, personally appeared  
Notary Public Name

John Lewis, in his/her capacity as Member of  
Name of Document Signer

Cobabe Ranch, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal

Notary Seal



[Signature]  
(Signature of Notary)

My Commission Expires: October 24, 2025

**NOTARY ACKNOWLEDGEMENT**

(Wolf Creek Exchange, LLC)

STATE OF UTAH )  
 )ss.  
COUNTY OF Nebo )

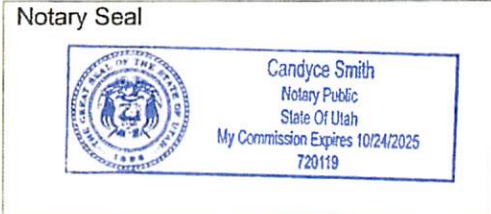
On this 25<sup>th</sup> day of August in the year 2023, before me

Candyce Smith, a notary public, personally appeared  
Notary Public Name

John Lewis, in his/her capacity as Manager of  
Name of Document Signer

Wolf Creek Exchange, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal



[Signature]  
(Signature of Notary)

My Commission Expires: October 24, 2025

**NOTARY ACKNOWLEDGEMENT**  
(Wolfgang E. Korndorfer Trust)

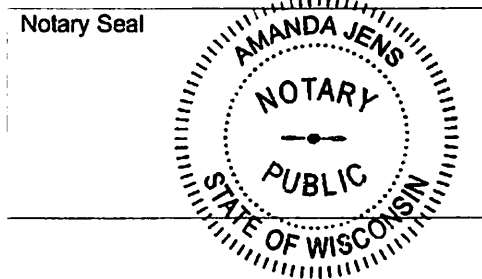
STATE OF UTAH )  
 )ss.  
COUNTY OF Racine )

On this 22 day of August in the year 2023, before me  
Amanda Jens, a notary public, personally appeared  
Notary Public Name

WOLFGANG E. KORNDORFER in his/her capacity as TRUSTEE of  
Name of Document Signer

Wolfgang E. Korndorfer Trust, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal



Amanda Jens  
(Signature of Notary)

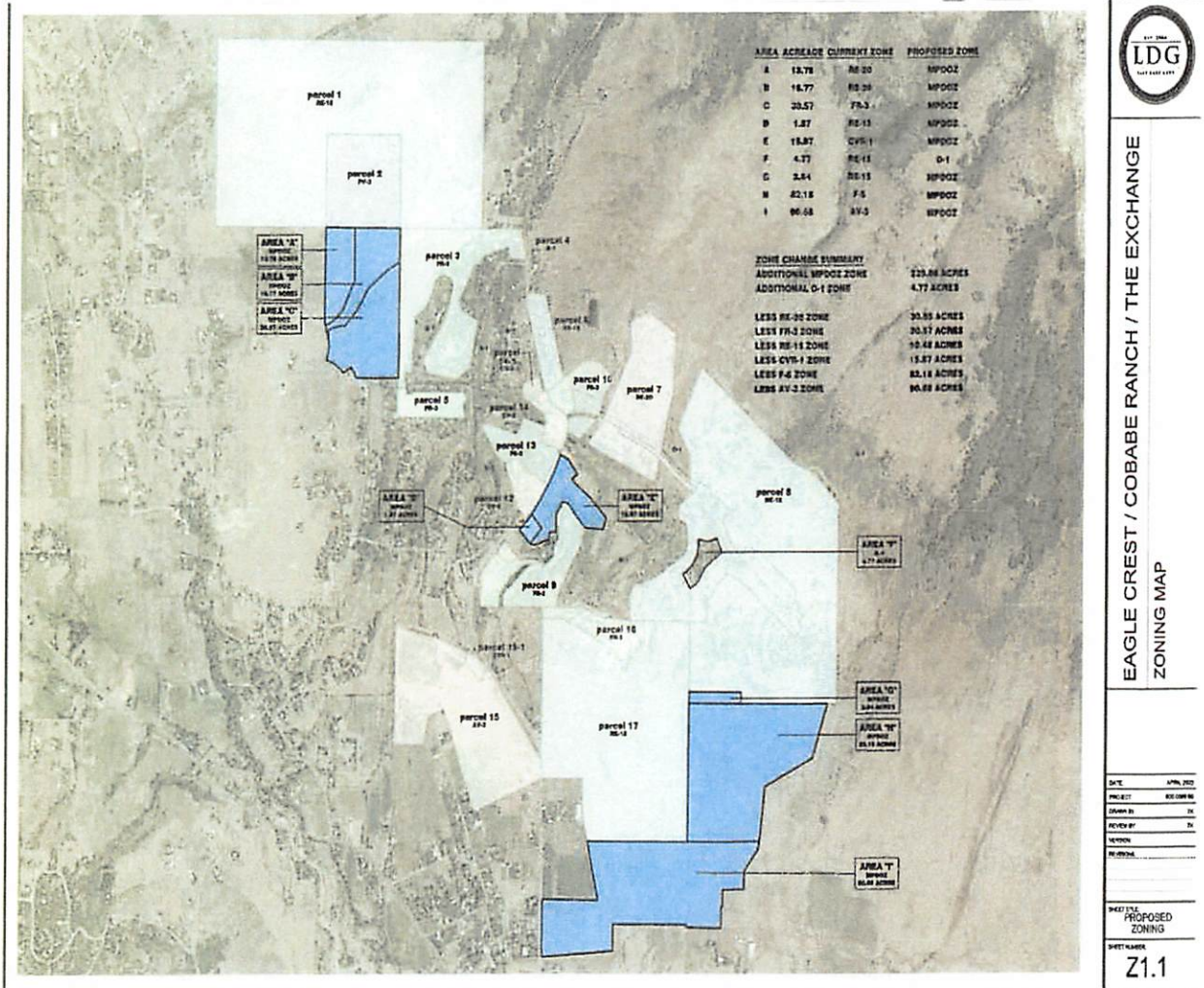
My Commission Expires: 08/22/2026





Exhibit "A"

Zoning Map  
[Page 2 of 2]



EAGLE CREST / COBABE RANCH / THE EXCHANGE  
ZONING MAP

DATE: APR 16, 2013  
PROJECT: 08-000000  
DRAWN BY: JH  
CHECKED BY: JH  
TOWN: COCONINO  
PLANNING

SHEET TITLE: PROPOSED ZONING  
SHEET NUMBER: Z1.1





Exhibit "C"  
The Exchange Site Plan

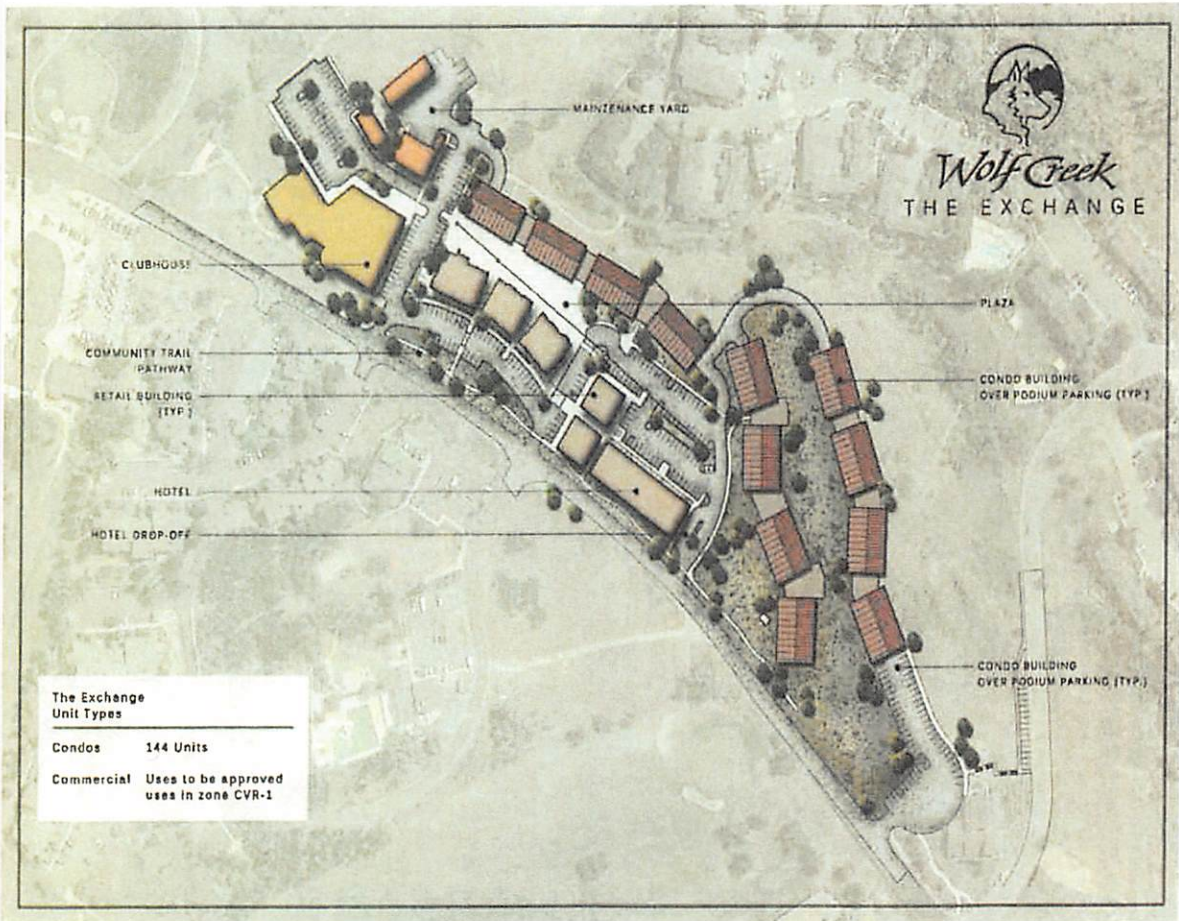


Exhibit "D"  
The Exchange Architectural Depictions



THE EXCHANGE AT WOLF CREEK CONCEPT

Exhibit "E"

Commercial Valley Resort Recreation Zone (CVR-1) Ordinance

[see attached copy of CVR-1 Ordinance consisting of five (5) pages]



## **[Chapter 104-11 Commercial Valley Resort Recreation Zone CVR-1](#)**

### **[Sec 104-11-1 Intent And Purpose](#)**

### **[Sec 104-11-2 Submittal Requirements](#)**

### **[Sec 104-11-3 Permitted Uses](#)**

### **[Sec 104-11-4 Conditional Uses](#)**

### **[Sec 104-11-5 Additional Design Requirements](#)**

### **[Sec 104-11-6 Minimum Overall Project Development Area, Width, And Yard Regulations](#)**

### **[Sec 104-11-7 Signs](#)**

#### **Sec 104-11-1 Intent And Purpose**

- (a) The purpose of this zone is to provide locations in the Ogden Valley and at major recreation resort areas, where service facilities and goods normally required by the public in the pursuit of general recreation activities can be obtained.
- (b) In this role, even though the area is primarily commercial in nature, it should be compatible with the general surrounding natural environment. To this end, the general siting and architectural design of buildings and structures, the layout of parking areas and landscaping shall be subject to review and recommendations by the public agencies, design review and approval by the planning commission to ensure that the natural environment is preserved to the greatest possible extent.

(Ord. of 1956, § 9C-1; Ord. No. 2006-24)

#### **Sec 104-11-2 Submittal Requirements**

Detailed plans shall be filed with the planning division staff for review. Site plan submittals shall include all requirements set forth in this chapter, including fully dimensioned architectural elevations, in color, of all proposed structures.

(Ord. of 1956, § 9C-2; Ord. No. 2006-24)

#### **Sec 104-11-3 Permitted Uses**

The following uses are permitted in the Commercial Valley Resort Recreation Zone CVR-1:

- (a) Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use.
- (b) Art gallery.
- (c) Bank.
- (d) Bookstore/newsstand.
- (e) Beauty shop/barbershop.
- (f) Day spa/fitness center.

- (g) Deli/small grocery store.
- (h) Florist shop.
- (i) Gift shop, boutique.
- (j) Music and video store.
- (k) Restaurants, excluding those with drive-up windows.
- (l) Restaurant: fast food, excluding those with drive-up windows.
- (m) Short-term rental, pursuant to Title 108, Chapter 11.
- (n) Sporting goods store.
- (o) Sports clothing store.
- (p) Public and private swimming pools.
- (q) Vendor, short term.

(Ord. of 1956, § 9C-3; Ord. No. 2006-24; Ord. No. 2015-7, Exh. A, 5-5-2015)

#### HISTORY

Amended by Ord. [2023-01](#) on 1/10/2023

#### **Sec 104-11-4 Conditional Uses**

The following uses shall be allowed only when authorized by a Conditional Use Permit obtained as provided in title 108, chapter 4 of this Land Use Code:

- (a) Beer parlor, sale of draft beer.
- (b) Bed and breakfast inn.
- (c) Bed and breakfast hotel.
- (d) Recreation lodge.
- (e) Dry cleaning pickup station.
- (f) Dwelling unit, when a part of a recreation resort development.
- (g) Recreation resort complex.
- (h) Horse rentals (up to ten horses per acre, if stabled), horse feed store and haystack yard.
- (i) Indoor facilities for rental to clubs, private groups, parties and organizational groups for recreation activities, including dancing.
- (j) Liquor store.
- (k) Medical/dental office.
- (l) Outfitters base camp.

- (m) Pet grooming and supply store.
- (n) Public utility substations.
- (o) Real estate office.
- (p) Ski equipment, snowmobile, boat, and bicycle rentals.
- (q) Outdoor skating rink (ice or roller).
- (r) Skateboarding course.
- (s) Snowmobile and Nordic ski trails.
- (t) Equestrian trails.
- (u) Public parks.
- (v) Golf courses, including miniature golf as part of a recreation resort.
- (w) Conference/education center.
- (x) Condominium rental apartment, including lockout rooms.
- (y) Gazebo, pavilion.
- (z) Time share condominiums including lockout rooms.
- (aa) Travel agency.
- (ab) Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that an additional 3,000 square feet of landscaped area is provided for the residential use.
- (ac) Residential property rental and management agency for recreation resort complexes.
- (ad) Off road vehicle and recreation equipment sales and service, and rental.
- (ae) Service stations.
- (af) Ski resort and ski schools.
- (ag) Hotel/motel, including lockout rooms.
- (ah) Restaurants, including those with drive-up windows.
- (ai) Accessory uses to the above listed.
- (aj) Brewpub.
- (ak) Reception/banquet facilities.

(Ord. of 1956, § 9C-4; Ord. No. 2001-16; Ord. No. 2006-20; Ord. No. 2006-24; Ord. No. 2013-31, § 2, 12-10-2013; Ord. No. 2015-7, Exh. A, 5-5-2015; Ord. No. 2015-19, § 1, 12-1-2015)

#### HISTORY

Amended by Ord. [2021-6](#) on 3/23/2021



**Sec 104-11-5 Additional Design Requirements**

To meet the intent of this chapter the following design standards are required:

- (a) All projects shall consist of a minimum of ten percent commercial area.
- (b) Multiple or mixed uses shall be allowed in a single building. For example, a building housing condominium rental apartments may also include restaurants, gift shops and sports clothing stores.
- (c) In approving site plans, the land use authority shall find that proposed buildings and uses are sized in proportion to the recreational amenities for which they will provide goods and services. For example, a golf or ski resort may have a small grocery and sporting goods store, but neither should be sized to be an attraction independent of the provided recreational amenity. In other words, the recreational amenity remains the attraction.

(Ord. of 1956, § 9C-5; Ord. No. 2006-24)

**HISTORY**

Amended by Ord. [2023-01](#) on 1/10/2023

**Sec 104-11-6 Minimum Overall Project Development Area, Width, And Yard Regulations**

- (a) **Area.** The following minimum overall project development area is required for the uses specified, but never less than two and one-half acres:

<b>USE</b>	<b>AREA</b>
Condominium rental apartment or other overnight lodging use:	7,500 square feet of overall net developable area, as defined in Section 101-1-7, per building, plus 2,000 square feet of overall net developable area for each dwelling unit in excess of two dwelling units per building.
Dwelling unit, if approved as part of a MPD overlay zone:	7,500 square feet of overall net developable area, as defined in Section 101-1-7, per building, plus 2,000 square feet of overall net developable area for each dwelling unit in excess of two dwelling units per building.
Lockout sleeping room:	500 square feet of overall net developable area.
Other uses:	None.

- (b) **Width.** 150-foot minimum overall project development width is required, as measured at the yard setback and the street frontage.
- (c) **Yard setback.** The minimum yard setbacks from the overall project development boundary are as follows:

<b>YARD</b>	<b>SETBACK</b>
Front:	30 feet

Side: 20 feet minimum, except as otherwise required by this or any other county ordinance.

Rear: 20 feet minimum, except as otherwise required by this or any other county ordinance.

(d) **Building height.** The maximum height for a building shall be 50 feet.

(Ord. of 1956, § 9C-6; Ord. No. 2006-24)

HISTORY

Amended by Ord. [2021-6](#) on 3/23/2021

Amended by Ord. [2023-01](#) on 1/10/2023

**Sec 104-11-7 Signs**

Signs shall be as permitted in title 110, chapter 2, Ogden Valley signs.

(Ord. of 1956, § 9C-7; Ord. No. 2006-24)

Exhibit "F"  
Eagle Crest Site Plan

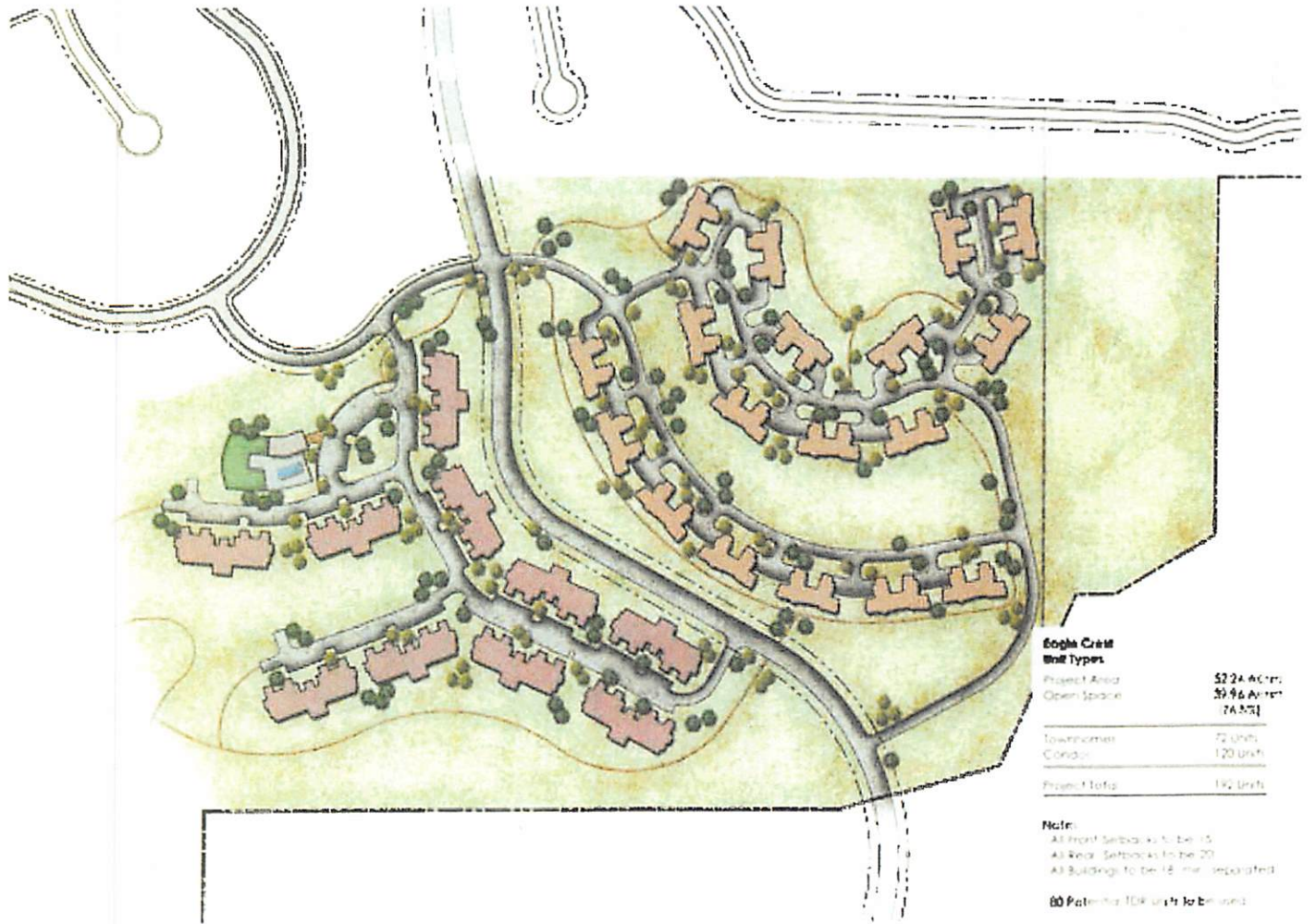




Exhibit "G"  
Eagle Crest Architectural Depictions



EAGLE CREST ARCHITECTURAL CONCEPT

Exhibit "H"  
Forest Residential Zone (FR-3) Ordinance

[see attached copy of FR-3 Ordinance consisting of five (5) pages]



## **Chapter 104-17 Forest Residential Zone FR-3**

[Sec 104-17-1 Purpose And Intent](#)

[Sec 104-17-2 Permitted Uses](#)

[Sec 104-17-3 Conditional Uses](#)

[Sec 104-17-4 Permitted Signs And Regulations](#)

[Sec 104-17-5 Site Development Standards](#)

### **Sec 104-17-1 Purpose And Intent**

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

(Ord. of 1956, § 15-1; Ord. No. 9-81)

### **Sec 104-17-2 Permitted Uses**

The following uses are permitted in the Forest Residential Zone FR-3:

- (a) Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use.
- (b) Accessory dwelling unit, in compliance with Chapter 108-19.
- (c) Cluster subdivision in accordance with title 108, chapter 3.
- (d) Dwelling unit as part of a Homeowner Association's common facility building, such as a clubhouse, for use by an on-site employed manager or night watchman with the density not greater than one manager or night watchman dwelling for every one hundred residential units within a project or combination of projects.
- (e) Home occupations.
- (f) Household pets.
- (g) Short-term rental, pursuant to Title 108, Chapter 11.
- (h) Single-family, two-family, three-family and four-family dwellings.
- (i) Temporary building or use incidental to construction work. Such building or use to be removed upon completion or abandonment of the construction work.
- (j) Residential facilities for persons with a disability meeting the requirements of section 108-7-13.

(Ord. of 1956, § 15-2; Ord. No. 96-35; Ord. No. 99-29; Ord. No. 2009-14; Ord. No. 2010-20; Ord. No.

2012-3, 2-21-2012; Ord. No. 2015-7, Exh. A, 5-5-2015)

#### HISTORY

Amended by Ord. [2020-27](#) on 12/22/2020

Amended by Ord. [2023-01](#) on 1/10/2023

### **Sec 104-17-3 Conditional Uses**

The following uses shall be permitted only when authorized by a conditional use permit obtained as provided in Title 108, Chapter 4 of this Land Use Code:

- (a) Boardinghouse, lodginghouse, bed and breakfast inn, subject to requirements of section 104-17-5(j).
- (b) Condominium rental apartment (condo-tel).
- (c) Educational/institutional identification sign.
- (d) Group dwelling.
- (e) Lockout sleeping room, maximum of two per dwelling unit.
- (f) Multiple-family dwelling.
- (g) Private park, playground and/or recreation area, but not including privately owned commercial amusement business.
- (h) Public buildings, public park, recreation grounds and associated buildings.
- (i) Public utility substations.
- (j) Time share building.
- (k) Recreation lodge.
- (l) Conference/education center.

(Ord. of 1956, § 15-3; Ord. No. 6-89; Ord. No. 9-81; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 96-42; Ord. No. 99-29; Ord. No. 2010-20)

#### HISTORY

Amended by Ord. [2021-6](#) on 3/23/2021

Amended by Ord. [2023-01](#) on 1/10/2023

### **Sec 104-17-4 Permitted Signs And Regulations**

Permitted signs and regulations shall comply with title 110, chapter 2, Valley signs, if located within the Ogden Valley area.

(Ord. of 1956, § 15-4; Ord. No. 99-29)

### **Sec 104-17-5 Site Development Standards**

- (a) *Minimum lot area.* Two different minimum area regulations are recognized based upon the

use of either individual wastewater disposal systems of a community or a group wastewater disposal systems of a community or a group wastewater disposal facility approved by the state division of health as follows:

(1) Developments using individual wastewater disposal systems:

- a. For a one-building dwelling, 20,000 square feet of net developable area for a one-family dwelling or the first dwelling unit in a multiple-family dwelling plus 8,000 square feet of net developable area for each additional dwelling unit.
- b. For group dwellings, 20,000 square feet of net developable area for the first dwelling unit in each building plus 8,000 square feet of net developable area for each additional dwelling unit.
- c. For other main buildings, 20,000 square feet of net developable area.
- d. For each rental sleeping room including lockout sleeping room 500 square feet of net developable area in addition to the area required for the dwelling unit containing the sleeping room.
- e. Notwithstanding the above requirements, the maximum residential density shall not exceed four dwelling units or eight rental guest sleeping rooms per net developable acre of land and provided further that these area and density regulations shall be modified to meet any more stringent area requirements of the county and/or state division of health relating to individual wastewater disposal systems.

(2) Developments using a community or group wastewater disposal facility meeting the requirements of the state division of health code of wastewater disposal regulations:

- a. One building dwelling: 6,000 square feet of net developable area:
  1. Single-family.
  2. Two-family: 7,500 square feet or net developable area for a two-family dwelling.
  3. Multiple-family: 7,500 square feet of net developable area plus 2,000 square feet of net developable area for each dwelling unit in excess of two.
- b. Group dwellings: 7,500 square feet of net developable area for each dwelling plus 2,000 square feet of net developable area for each dwelling unit in excess of two in each building.
- c. Other main buildings: 7,500 square feet of net developable area. Each rental sleeping room including lockout sleeping: 500 square feet of net developable area in including lockout sleeping addition to the area required for the room dwelling unit containing the sleeping room.
- d. Notwithstanding the above requirements, the maximum residential density shall not exceed 20 dwelling units or 40 rental guest sleeping rooms per net

developable acre of land or part thereof.

- e. Net developable area or acre. The term "net developable area" or "net developable acre" is defined as a quantity of ground within a parcel or parcels of land with slopes of less than 30 percent and with soils of sufficient depth and suitable types to ensure against development being a detriment to surface water and groundwater quality.

(b) *Minimum lot width.* Minimum lot width: 60 feet.

(c) *Minimum yard setbacks.*

(1) Front: 25 feet.

(2) Side.

- a. Main building: eight feet with total width of two required side yards of not less than 18 feet plus one foot each side for each one foot main building if over 35 feet high.
- b. Accessory building: eight feet, except one foot if located at least six feet from rear of main building.
- c. Side facing street on corner lot: 20 feet.

(3) Rear.

- a. Main building: 30 feet.
- b. Accessory building: one foot except eight feet where accessory building rears on side yard of adjacent corner lot.

(d) *Main building height.*

(1) Minimum: one story.

(2) Maximum: 35 feet.

(e) *Accessory building height* 25 feet, unless meeting requirements of section 108-7-16, Large accessory buildings.

(f) *Lot coverage.* No building or group of buildings with their accessory buildings shall cover more than 40 percent of the lot area.

(g) *Open space.* At least 40 percent of the lot shall be left in open green space.

(h) *Special regulations.* In no case shall the ratio of the total floor area in the building to the total area exceed one to one.

(i) *Group dwellings and special provisions.* Group dwellings shall be considered as one building for the purpose of front, side and rear yard requirements, the entire group as a unit requiring one front, one rear and two side yards as specified for dwellings and no two separate

dwelling structures shall be closer than 30 feet.

(j) *Bed and breakfast inn special requirements.* Bed and breakfast inns shall meet the following requirements:

- (1) One parking space is required per each rental guest room in addition to two spaces for the owner or host family.
- (2) Owner or host family shall occupy the building.
- (3) Meals shall only be served to overnight guests.
- (4) Signs are limited to one identification sign or nameplate per each inn.
- (5) Business license shall be obtained.

(Ord. of 1956, § 15-5; Ord. No. 9-81; Ord. No. 16-89; Ord. No. 99-29; Ord. No. 2002-8; Ord. No. 2009-14; Ord. No. 2018-6, Exh. A, 5-8-2018)



**Exhibit "I"**  
**Cobabe Ranch Townhomes Site Plan**



Exhibit "J"  
Cobabe Ranch Townhomes Architectural Depictions



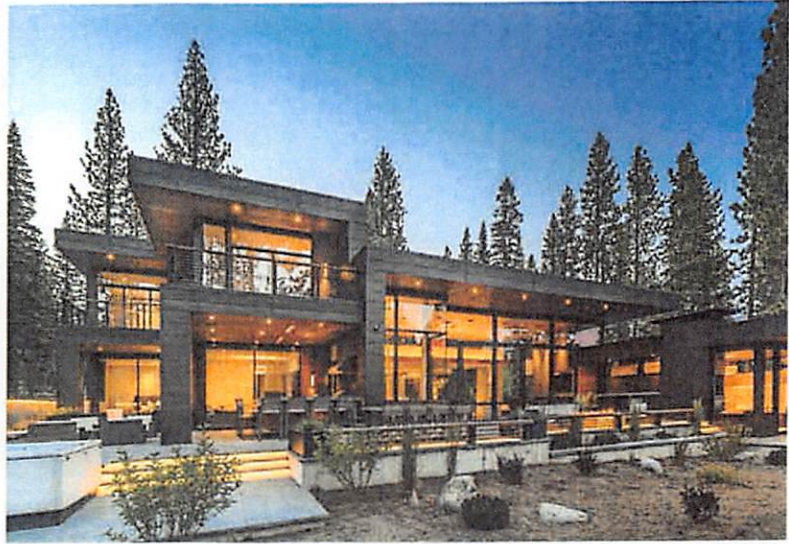
COBABE RANCH TOWNHOMES

Exhibit "K"  
Cobabe Ranch Single-Family Homes Site Plan





Exhibit "L"  
Cobabe Ranch Single-Family Architectural Depictions



COBABA RANCH ARCHITECTURAL CONCEPT

Exhibit "M"  
Residential Estate Zones (RE-15/RE-20) Ordinance

[see attached copy of RE-15/RE-20 Ordinance consisting of five (5) pages]



## **[Chapter 104-3 Residential Estates Zones RE-15 And RE-20](#)**

### **[Sec 104-3-1 Purpose And Intent](#)**

### **[Sec 104-3-2 Permitted Uses](#)**

### **[Sec 104-3-3 Permitted Uses Requiring 40,000 Square Feet Minimum Lot Area](#)**

### **[Sec 104-3-4 Permitted Uses Requiring Five Acres Minimum Lot Area](#)**

### **[Sec 104-3-5 Conditional Uses](#)**

### **[Sec 104-3-6 Conditional Uses Requiring Five Acres Minimum Lot Area](#)**

### **[Sec 104-3-7 Site Development Standards For RE-15 And RE-20 Zones](#)**

### **[Sec 104-3-8 Sign Regulations](#)**

### **Sec 104-3-1 Purpose And Intent**

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

(Ord. of 1956, § 3-1; Ord. No. 7-76; Ord. No. 28-82; Ord. No. 2009-15; Ord. No 2011-2, § 3-1, 1-18-2011)

### **Sec 104-3-2 Permitted Uses**

The following uses are permitted in Residential Estates Zones RE-15 and RE-20:

- (a) Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use;
- (b) Accessory dwelling unit, in compliance with Chapter 108-19.
- (c) Agriculture and agricultural experiment station;
- (d) Animals and fowl kept for family food production as an incidental and accessory use to the residential use of the lot;
- (e) Church, synagogue or similar building used for regular religious worship;
- (f) Cluster subdivision, in accordance with title 108, chapter 3 of this Land Use Code;
- (g) Corral, stable or building for keeping of animals or fowl, provided such building shall be located not less than 100 feet from a public street, and not less than 25 feet from any side or rear lot line;
- (h) Golf course, except miniature golf;
- (i) Greenhouse and nursery limited to sale of material produced on premises and with no retail shop operation;
- (j) Home occupations;
- (k) Household pets;

- (l) Parking lot accessory to use permitted in this zone;
- (m) Private stables; horses for private use only, and provided that not more than one horse may be kept for each one-half acre of land used for horses within any lot and no horses shall be kept on any lot of less than one-half acre in area;
- (n) Public building; public park, recreation grounds and associated buildings, public schools; private educational institutions having a curriculum similar to that ordinarily given in public schools;
- (o) Single-family dwelling; and
- (p) Temporary building or use incidental to construction work. Such building shall be removed upon the completion or abandonment of the construction work.

(Ord. of 1956, § 3-2; Ord. No. 7-76; Ord. No. 28-82; Ord. No. 14-92; Ord. No. 9-93; Ord. No. 96-35; Ord. No. 2009-15; Ord. No. 2010-20; Ord. No. 2011-2, § 3-2, 1-18-2011; Ord. No. 2015-7, Exh. A, 5-5-2015)

#### HISTORY

Amended by Ord. [2020-27](#) on 12/22/2020

### **Sec 104-3-3 Permitted Uses Requiring 40,000 Square Feet Minimum Lot Area**

The following uses are permitted in the Residential Estates Zones RE-15 and RE-20: Chinchilla raising.

(Ord. of 1956, § 3-3; Ord. No. 7-76; Ord. No. 2009-15; Ord. No. 2011-2, § 3-3, 1-18-2011)

### **Sec 104-3-4 Permitted Uses Requiring Five Acres Minimum Lot Area**

The following uses are permitted in the Residential Estates Zones RE-15 and RE-20:

- (a) Farms devoted to the hatching, raising (including fattening as incident to raising) of chickens, turkeys or other fowl, rabbit, fish, frogs or beaver hatched or raised on the premises;
- (b) Raising and grazing of horses, cattle, sheep or goats, including the supplementary feeding of such animals, provided that such raising or grazing is not a part of, nor conducted in conjunction with any livestock feed yard, livestock sales yard, slaughterhouse, animal by products business or commercial riding academy.

(Ord. of 1956, § 3-4; Ord. No. 7-76; Ord. No. 2009-15; Ord. No. 2011-2, § 3-4, 1-18-2011)

### **Sec 104-3-5 Conditional Uses**

The following uses shall be permitted only when authorized by a conditional use permit as provided in title 108, chapter 4 of this Land Use Code:

- (a) Child day care or nursery.



- (b) Educational/institutional identification sign.
- (c) Private park, playground or recreation grounds and buildings not open to the general public and to which no admission is made but not including privately owned commercial amusement business.
- (d) Public utility substation.
- (e) Residential facilities for handicapped persons meeting the requirements of section 108-7-13 of this Land Use Code.
- (f) Residential facility for elderly persons meeting the requirements of section 108-7-15 of this Land Use Code.
- (g) Water storage reservoir developed by a public agency and meeting requirements of title 108, chapter 10 of this Land Use Code.
- (h) Small wind energy system.

(Ord. of 1956, § 3-5; Ord. No. 3-72; Ord. No. 7-76; Ord. No. 2-79; Ord. No. 28-82; Ord. No. 16-86; Ord. No. 12-91; Ord. No. 14-92; Ord. No. 9-93; Ord. No. 20-94; Ord. No. 30-94; Ord. No. 96-35; Ord. No. 96-42; Ord. No. 2008-8; Ord. No. 2009-14; Ord. No. 2009-15; Ord. No. 2010-20; Ord. No. 2011-2, § 3-5, 1-18-2011)

**HISTORY**

Amended by Ord. [2021-6](#) on 3/23/2021

**Sec 104-3-6 Conditional Uses Requiring Five Acres Minimum Lot Area**

The following uses shall be permitted only when authorized by a Conditional Use Permit as provided in title 108, chapter 4 of this Land Use Code: Private dog kennel, for noncommercial purposes subject to the following:

- (a) No more than ten dogs older than ten weeks;
- (b) A minimum of 25 feet from any lot line, 100 feet from a property line adjacent to a street, and 75 feet from a dwelling on an adjacent lot.

(Ord. No. 2011-2, § 3-6, 1-18-2011)

**Sec 104-3-7 Site Development Standards For RE-15 And RE-20 Zones**

The following site development standards apply to the RE-15 and RE-20 Zones:

	RE-15	RE-20
Minimum lot area		
Uses listed in 104-3-2 and 104-3-5	15,000 sq. ft.	20,000 sq. ft.
Uses listed in 104-3-3	40,000 sq. ft.	40,000 sq. ft.

Uses listed in 104-3-4	5 acres	5 acres
Minimum lot width	100 feet	100 feet
Minimum yard setbacks		
Front	30 feet	30 feet
Side		
Dwelling	10 feet with total width of 2 side yards not less than 24 ft.	
Other main building	20 feet each side	
Accessory building	10 feet except 1 foot if located at least 6 feet in rear of main building	
Accessory buildings over 1,000 sq. ft. for storage of personal equipment and materials	See section 108-7-16	
Side; facing street on corner lot	20 feet	20 feet
Rear		
Main building	30 feet	30 feet
Accessory building	One foot except 10 feet where accessory building rears on side yard of adjacent corner lot	
Main building height		
Minimum	1 story	1 story
Maximum	35 feet	35 feet
Accessory building height	25 feet unless meeting requirements of section 108-7-16, Large accessory buildings	

(Ord. of 1956, § 3-6; Ord. No. 3-72; Ord. No. 7-76; Ord. No. 28-82; Ord. No. 14-91; Ord. No. 2002-8; Ord. No. 2009-14; Ord. No. 2010-20; Ord. No. 2011-2, § 3-7, 1-18-2011)

**Sec 104-3-8 Sign Regulations**

The height, size and location of the following permitted signs shall be in accordance with the regulations set forth in title 108, chapter 7 or title 110 of this Land Use Code.

- (a) Business signs for legal nonconforming commercial or industrial use including flat, freestanding, projecting, temporary or wall type signs.
- (b) Nameplates flat or wall type.
- (c) Identification and information signs directional, flat, freestanding, projecting, temporary or wall type signs.
- (d) Property signs directional, flat, freestanding, projecting, temporary or wall type signs.

(e) Service signs directional, flat, freestanding, or projecting type signs.

(Ord. of 1956, § 3-7; Ord. No. 7-76; Ord. No. 2010-20; Ord. No. 2011-2, § 3-8, 1-18-2011)



Exhibit "N"  
Burdened Parcels

Legal Descriptions  
[totaling five (5) pages]

PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE & MERIDIAN. BEGINNING AT NORTHEAST CORNER OF SAID QUARTER SECTION, TUNNING THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION SOUTH 0°20'34" WEST 2117.87 FEET TO THE NORTH BOUNDARY LINE OF PATIO SPRINGS UNIT 1, THENCE ALONG SAID NORTHERN BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4, THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 4 FOLLOWING TWO (2) COURSES: (1) NORTH 32°26'24" WEST 185.79 FEET; (2) SOUTH 57°35'00" WEST 157.71 FEET TO THE NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5, THENCE ALONG SAID NORTHERLY BOUNDARY OF EAGLE RIDGE CLUSTER SUBDIVISION PHASE 5 FOLLOWING FOUR (4) COURSES: (1) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 184.03 FEET, HAVING A CENTRAL ANGLE OF 31°57'06" WITH CHORD BEARING NORTH 50°46'25" WEST 181.65 FEET; (2) NORTH 66°55'58" WEST 112.60 FEET (3) ALONG THE ARC OF A 329.99 FOOT RADIUS CURVE TO THE LEFT 59.57 FEET HAVING A CENTRAL ANGLE OF 10°20'36" WEST A CHORD BEARING NORTH 71°55'16" WEST 59.49 FEET; (4) NORTH 15°23'05" EAST 203.17 FEET, THENCE NORTH 15°21'56" WEST 220.64 FEET, THENCE ALONG THE ARC OF A 590.00 FOOT RADIUS CURVE TO THE RIGHT 279.01 FEET, HAVING A CENTRAL ANGLE OF 27°05'42" WEST A CHORD BEARING SOUTH 88°10'56" WEST 276.42 FEET, THENCE NORTH 78°16'13" WEST 366.24 FEET, THENCE ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE TO THE LEFT 488.75 FEET, HAVING A CENTRAL ANGLE OF 11°12'05" WITH A CHORD BEARING NORTH 83°52'16" WEST 487.97 FEET, THENCE NORTH 89°28'18" WEST 231.24 FEET, THENCE NORTH 0°23'31" EAST 23.88 FEET, THENCE SOUTH 89°22'31" EAST 1317.16 FEET, THENCE NORTH 00°22'10" EAST 1337.50 FEET TO THE NORTHLINE OF SAID QUARTER SECTION THENCE ALONG SAID NORTH LINE SOUTH 89°27'39" EAST 1316.19 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN LOCATED IN THE COUNTY OF WEBER, STATE OF UTAH, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE SOUTH 90°00'00" WEST 640.98 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTH 54°32'05" WEST 44.00 FEET, THENCE NORTH 35°27'55" WEST 64.00 FEET, THENCE NORTH 54°32'05" EAST 44.00 FEET, THENCE SOUTH 35°27'55" EAST 64.00 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING: FAIRWAYS DRIVE ROAD DED PLAT BK 93 PG085-089. E# 3248948

Weber County Parcel No. 22-015-0110  
(Totaling 61.12 Acres)

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PART OF THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT WHICH IS DUE SOUTH 1551.52 FEET AND DUE WEST 458.97 FEET FROM THE CENTER OF SAID SECTION 22 (MON. IN PLACE); RUNNING THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 101.51 FEET (R=2224.06 FEET, CHORD BEARS NORTH 44°56'17" EAST 101.51 FEET); THENCE NORTH 43°37'50" EAST 169.28 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A REGULAR CURVE TO THE LEFT 30.00 FEET (R=2669.00 FEET, CHORD BEARS NORTH 43°18'30" EAST 30.00 FEET), THENCE SOUTH 43°45'16" EAST 300.00 FEET; THENCE SOUTH 44°02'23" WEST 300.77 FEET; THENCE NORTH 43°45'16" WEST 300.00 FEET TO THE PLACE OF BEGINNING. (P.O.B.IS P.C. ON EASTERLY R-O-W LINE OF WOLF CREEK DRIVE). EXCEPTING THEREFROM: A PARCEL OF LAND IN FEE FOR STATE HIGHWAY SR-158 INCIDENT TO THE CONSTRUCTION OF IMPROVEMENTS DEEMED NECESSARY UNDER PROJECT HPP-0158(116)0, BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, THE BOUNDARY OF SAID PARCEL IS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE GRANTORS NORTH PROPERTY LINE WITH THE EXISTING EAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY SR-158 AT A POINT 1334.89 FEET SOUTH 00°17'28" WEST ALONG THE QUARTER SECTION LINE AND 248.67 FEET WEST FROM THE CENTER OF SAID SECTION 22, RUNNING THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1)SOUTHWESTERLY 30.00 FEET FOLLOWING THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2669.00 FEET (NOTE: CHORD BEARS SOUTH 43°34'17" WEST FOR A DISTANCE OF 30.00 FEET); (2) SOUTH 43°55'11" WEST A DISTANCE OF 169.28 FEET: (3) SOUTHWESTERLY 101.50 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2224.06 FEET (NOTE: CHORD BEARS SOUTH 45°11'42" WEST FOR A DISTANCE OF 101.49 FEET) TO THE GRANTORS SOUTH PROPERTY LINE, THENCE SOUTH 43°27'56" EAST A DISTANCE OF 19.05 FEET ALONG SAID SOUTH PROPERTY LINE, THENCE NORTH 49°12'35" EAST A DISTANCE OF 115.84 FEET, THENCE NORTHEASTERLY 185.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 943.00 FEET (NOTE: CHORD BEARS NORTH 43°34'41" EAST FOR A DISTANCE OF 185.08 FEET) TO SAID NORTH PROPERTY LINE, THENCE NORTH 43°27'56" WEST A DISTANCE OF 26.63 FEET ALONG SAID NORTH PROPERTY LINE TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 8192 SQ FT OR 0.188 ACRE IN AREA.

Weber County Parcel No. 22-016-0079  
(Totaling 1.87 Acres)

A PART OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WOLF CREEK DRIVE BEING LOCATED SOUTH 00°17'28" WEST 1354.41 FEET ALONG THE EAST LINE ON THE SOUTHWEST QUARTER OF SAID SECTION AND NORTH 90°00'00" WEST 230.22 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) ALONG THE ARC OF A 943.25 FOOT RADIUS CURVE TO THE LEFT 11.87 FEET, HAVING A CENTRAL ANGLE OF 00°43'16", CHORD BEARS NORTH 37°34'48" EAST 11.87 FEET; (2) NORTH 37°13'11" EAST 62.30 FEET; (3) ALONG THE ARC OF A 3633.87 FOOT RADIUS CURVE TO THE LEFT 196.11 FEET, HAVING CENTRAL ANGLE OF 03°05'32", CHORD BEARS NORTH 35°40'25" EAST 196.09 FEET; (4) ALONG THE ARC OF A 2699.04 FOOT RADIUS CURVE TO THE LEFT 562.11 FEET, HAVING A CENTRAL ANGLE OF 12°04'00", CHORD BEARS NORTH 31°12'55" EAST 561.07 FEET; (5) NORTH 25°10'55" EAST 167.79 FEET; THENCE SOUTH 64°49'05" EAST 159.47 FEET; THENCE SOUTH 36°26'32" EAST 261.29 FEET; THENCE SOUTH 52°33'51" WEST 109.84 FEET; THENCE SOUTH 37°26'09" EAST 19.37 FEET; THENCE SOUTH 36°26'32" EAST 50.01 FEET; THENCE SOUTH 53°49'51" EAST 373.44 FEET; THENCE SOUTH 46°20'04" EAST 394.83 FEET; THENCE SOUTH 20°10'47" WEST 172.94 FEET; THENCE NORTH 86°04'28" WEST 334.28 FEET TO THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 5; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID PHASE 5 NORTH 44°47'34" WEST 165.96 FEET TO THE NORTHWEST CORNER OF SAID PHASE 5 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 6; THENCE ALONG THE NORTH BOUNDARY OF SAID PHASE 6 THE FOLLOWING TWO (2) COURSES: (1) NORTH 44°47'34" WEST 42.13 FEET; (2) NORTH 39°12'48" WEST 81.82 FEET TO THE NORTHWEST CORNER OF SAID PHASE 6 SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 7; THENCE ALONG THE BOUNDARY LINE OF SAID PHASE 7 THE FOLLOWING FIVE (5) COURSES: (1) NORTH 39°12'48" WEST 148.45 FEET; (2) NORTH 60°27'05" WEST 71.76 FEET; (3) NORTH 84°14'30" WEST 49.97 FEET; (4) SOUTH 34°17'37" WEST 213.48 FEET; (5) SOUTH 00°31'06" WEST 253.28 FEET TO THE SOUTHWEST CORNER OF SAID PHASE 7 SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 3; THENCE ALONG THE BOUNDARY OF SAID PHASE 3 THE FOLLOWING TWO (2) COURSES: (1) SOUTH 90°00'00" WEST 118.57 FEET; (2) SOUTH 00°27'18" WEST 98.78 FEET TO THE SOUTHWEST CORNER OF SAID PHASE 3 SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE CASCADES AT MOOSE HOLLOW CONDO PHASE 1; THENCE ALONG THE BOUNDARY LINE OF SAID PHASE 1 AND ITS EXTENSION SOUTH 70°55'49" WEST 263.86 FEET; THENCE NORTH 79°07'31" WEST 98.17 FEET TO THE SOUTHEAST CORNER OF PARCEL NUMBER 220160079; THENCE ALONG THE BOUNDARY OF SAID PARCEL 220160079 THE FOLLOWING TWO (2) COURSES: (1) NORTH 44°17'09" EAST 300.74 FEET; (2) NORTH 43°29'21" WEST 271.81 FEET TO THE POINT OF BEGINNING. CONTAINING 15.975 ACRES.

Weber County Parcels 22-016-0108, 22-016-0085 and 22-016-0098  
(Totaling 15.975 Acres)

ALL OF THE PARK WITHIN ELKHORN SUBDIVISION PHASE 3, WEBER COUNTY, UT

Weber County Parcel No. 22-148-0014  
(Totaling 4.77 Acres)

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PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN. BEGINNING AT A POINT EAST 2632.68 FEET AND SOUTH 3862.30 FEET FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING: NORTH 89°14'39" WEST FROM SAID CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 22); THENCE AS FOLLOWS: SOUTH 89°47'44" EAST 942.59 FEET; THENCE SOUTH 00°12'16" WEST 162.31 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH 89°48'10" WEST 943.33 FEET TO THE WEST SECTION LINE OF THE SAID SECTION 26; THENCE NORTH 00°27'53" EAST 162.43 FEET ALONG THE WEST SECTION LINE OF THE SAID SECTION 26 TO THE POINT OF BEGINNING.

Weber County Parcel No. Parcel 22-020-0028  
(Totaling 3.51 Acres)

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A PART OF THE WEST HALF OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 00°26'26" EAST 1301.92 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 89°48'06" EAST 2480.76 FEET ALONG THE SOUTH LINE OF THE TRAPPERS RIDGE AT WOLF CREEK P.R.U.D. PHASE 6 IN PART; THENCE SOUTH 18°43'07" WEST 794.95 FEET; THENCE SOUTH 64°21'31" WEST 942.83 FEET; THENCE SOUTH 06°50'26" WEST 798.28 FEET; THENCE NORTH 89°34'09" WEST 1295.09 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00°22'02" EAST 650.49 FEET TO THE POINT OF BEGINNING. CONTAINING 82.147 ACRES.

Weber County Parcel No. 22-020-0040  
(Totaling 82.147 Acres)

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A PART OF THE SOUTHWEST QUARTER OF SECTION 26 AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER BEING LOCATED SOUTH 00°22'02" WEST 650.49 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER FROM THE WEST QUARTER CORNER OF SAID SECTION 26; RUNNING THENCE SOUTH 89°34'09" EAST 1295.09 FEET; THENCE SOUTH 06°50'26" WEST 90.20 FEET; THENCE SOUTH 37°35'19" WEST 417.03 FEET; THENCE SOUTH 00°11'11" EAST 249.54 FEET; THENCE NORTH 89°53'01" WEST 384.50 FEET; THENCE SOUTH 01°24'08" WEST 241.54 FEET; THENCE SOUTH 87°08'25" WEST 28.30 FEET; THENCE SOUTH 00°18'15" WEST 296.81 FEET; THENCE NORTH 89°14'24" WEST 612.99 FEET; THENCE NORTH 07°06'32" WEST 40.83 FEET; THENCE NORTH 89°39'49" WEST 1320.00 FEET; THENCE SOUTH 00°13'11" WEST 367.32 FEET; THENCE SOUTH 85°37'40" WEST 1296.42 FEET; THENCE NORTH 00°16'28" EAST 810.03 FEET; THENCE SOUTH 89°38'25" EAST 1011.78 FEET; THENCE NORTH 13°28'41" WEST 861.60 FEET; THENCE SOUTH 89°34'09" EAST 1806.75 FEET TO THE POINT OF BEGINNING. CONTAINING 90.542 ACRES.

Weber County Parcel Nos. 22-021-0048, 22-021-0006 and 22-021-0111  
(Totaling 90.542 Acres)

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**EXHIBIT D  
CERTIFICATE OF ENGINEER**

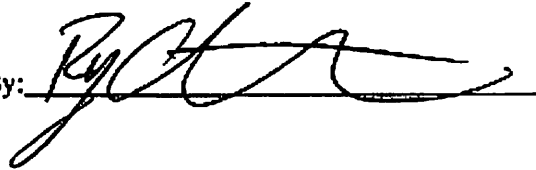
**CERTIFICATE OF PROJECT ENGINEER**

The undersigned project engineer for the Wolf Creek Infrastructure Financing District (the "District") hereby certifies as follows:

1. I am a professional engineer, licensed under Title 59, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, engaged to perform the necessary engineering services to determine the costs of the proposed infrastructure improvements benefitting property within the District.

2. The estimated costs of the public infrastructure and improvements to be acquired, constructed and/or installed benefitting property within the District exceeds \$1,000,000. Said estimated costs are based on a review of construction contracts, quotes and preliminary engineering estimates for the type and location of said proposed improvements as of the date hereof.

By: \_\_\_\_\_



Date: 9/23 /     , 2024

**EXHIBIT E  
NOTICE OF IMPENDING BOUNDARY ACTION**

**(Wolf Creek Infrastructure Financing District No. 1)**

**TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that a petition proposing the creation of the Wolf Creek Infrastructure Financing District No. 1 has been certified by the County Clerk of Weber County, Utah. A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Weber County, Utah, is attached hereto and incorporated by this reference. The Petitioners hereby certifies that all requirements applicable to the creation of the District, have been met. The District is not anticipated to result in the employment of personnel.

**WHEREFORE**, the Petitioners hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

**DATED** this October 22, 2024.

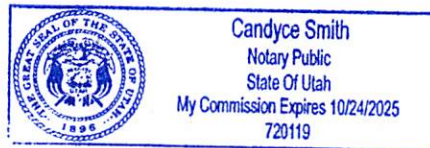
By:  \_\_\_\_\_  
CONTACT SPONSOR

**VERIFICATION**

STATE OF UTAH     )  
                  Weber :ss.  
COUNTY OF UTAH    )

SUBSCRIBED AND SWORN to before me this October 22, 2024.

 \_\_\_\_\_  
NOTARY PUBLIC



December 5<sup>th</sup>, 2024



Ricky D. Hatch, CPA  
Clerk/Auditor

To: Jeff Reece  
456 Cottage Court  
Providence, UT 84332

Dear Jeff Reece,

The Weber County Clerk/Auditor's Office has received a petition for the creation of a local infrastructure financing district, Wolf Creek Infrastructure Financing District (District), pursuant to Utah Code Ann. § 17B-2a-13, for the purpose of financing public infrastructure to service and benefit the District 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. §§ 17B -1-203(1)(d), 17B-1-205(1), and 17B-1-208(1). A copy of this certification will be delivered to the Weber County Commission, the contact sponsor, and the Lieutenant Governor.

Additionally, pursuant to Utah Code Ann. §17B-2a-1305(4) regarding IFDs and Utah Code Ann. §17D-4-204(3) regarding PIDs, any infrastructure proposed to be transferred to the County through an IFD or PID 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 an infrastructure financing district in accordance with Section §17B-2a-13; which would be named the **Wolf Creek Infrastructure Financing District** ("District"). 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 District 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. § 17B-1-209 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. Employment of personnel is not anticipated within the District.

Dated this 5th day of December 2024.



Ricky Hatch, County Clerk

