

STATE OF UTAH



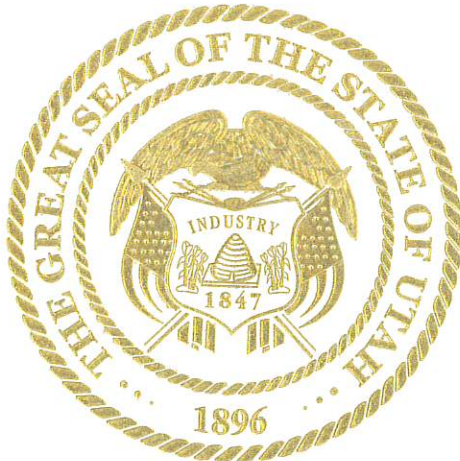
OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF INCORPORATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of incorporation for the WHITE WOLF MOUNTAIN INFRASTRUCTURE FINANCING DISTRICT located in WASATCH COUNTY, dated FEBRUARY 3, 2025, 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 incorporation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the WHITE WOLF MOUNTAIN INFRASTRUCTURE FINANCING DISTRICT, located in WASATCH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 7th day of February, 2025 at Salt Lake City, Utah.



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

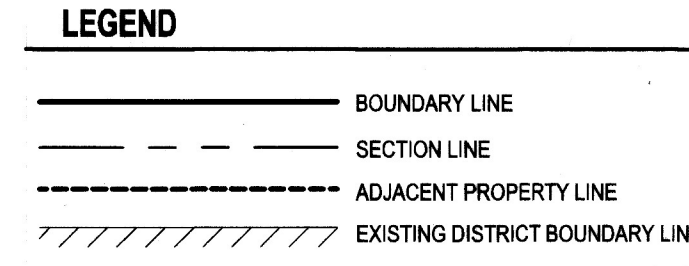
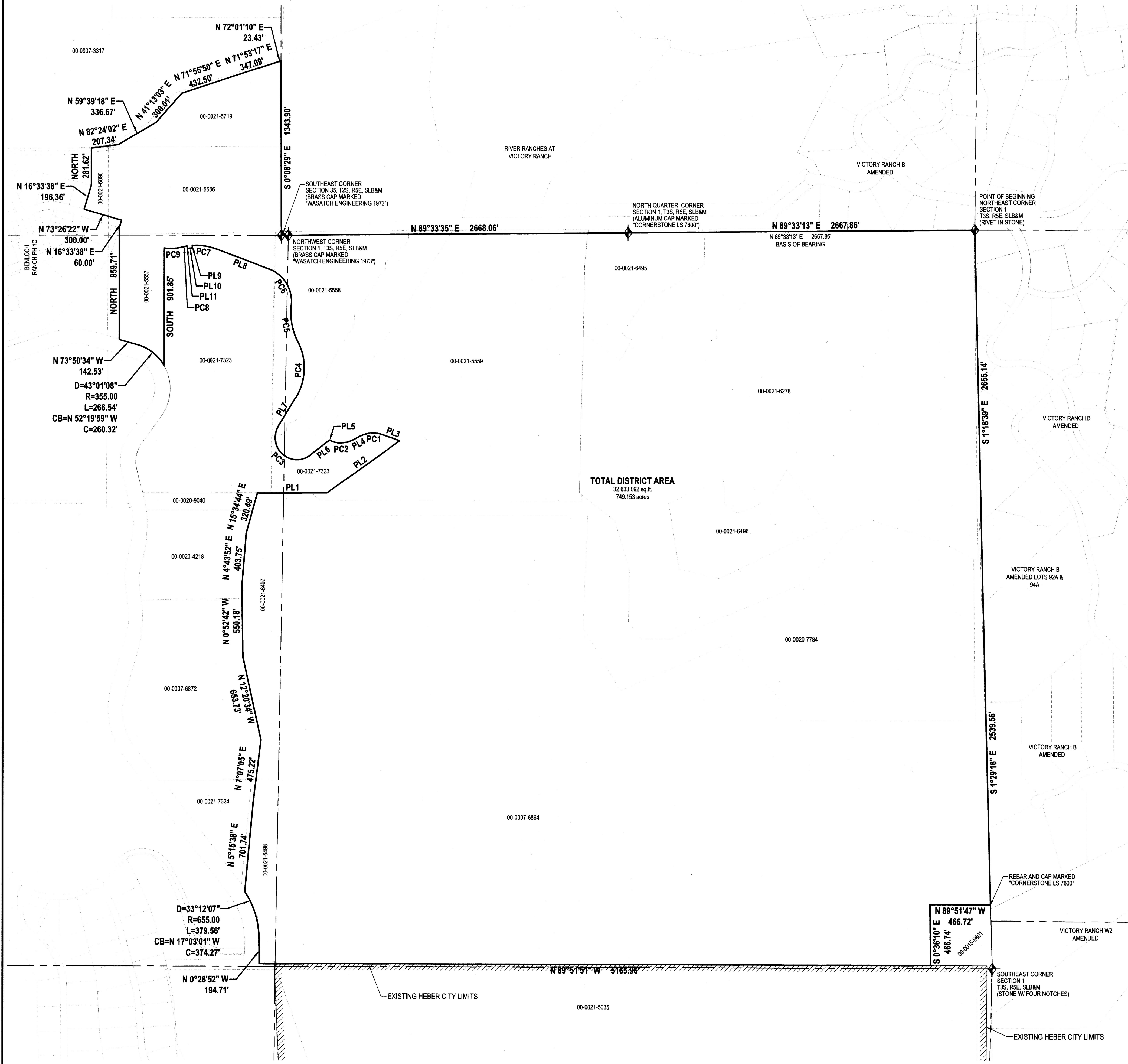
DEIDRE M. HENDERSON
Lieutenant Governor

FINAL LOCAL ENTITY PLAT

WHITE WOLF MOUNTAIN INFRASTRUCTURE FINANCING DISTRICT

NOVEMBER 2024

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 2 SOUTH, RANGE 5 EAST,
AND SECTION 1 AND THE EAST HALF OF SECTION 2,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH



DISTRICT PARCELS

PARCEL IDENTIFICATION NUMBER	OWNER(S)
00-0007-3317	
00-0021-5719	
00-0021-5556	
00-0021-6495	
00-0021-5558	
00-0021-7323	
00-0021-7323	
00-0021-9040	
00-0020-4218	
00-0007-6872	
00-0021-7324	
00-0021-6488	
00-0021-6884	
00-0021-5035	
00-0021-6496	
00-0021-6497	
00-0021-6498	
00-0021-6889	

LINE TABLE

LINE	BEARING	LENGTH
PL1	S89°58'21"E	535.87'
PL2	N54°21'57"E	686.88'
PL3	N69°48'35"W	137.49'
PL4	S62°01'39"W	66.71'
PL5	N63°00'57"W	7.45'
PL6	S51°59'03"W	183.86'
PL7	N31°29'48"E	255.07'
PL8	N69°19'52"W	432.73'
PL9	S6°22'33"E	20.00'
PL10	S83°37'27"W	40.00'
PL11	N6°22'33"W	20.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	220.00'	184.93'	48°09'46"	S86°06'32"W	179.53'
PC2	180.00'	172.65'	54°57'24"	S89°30'21"W	166.11'
PC3	170.00'	473.28'	159°30'44"	N48°15'35"W	334.58'
PC4	440.00'	448.73'	58°25'59"	N2°16'48"E	429.54'
PC5	500.00'	290.07'	33°14'22"	N10°19'00"W	286.02'
PC6	270.00'	356.42'	75°38'03"	N31°30'51"W	331.10'
PC7	440.00'	187.68'	24°28'22"	N81°33'03"W	186.26'
PC8	440.00'	45.39'	5°54'40"	S78°03'48"W	45.37'
PC9	330.00'	134.59'	23°21'43"	S86°47'19"W	133.62'

TOTAL DISTRICT AREA

32,833.062 sq. ft.
749.153 acres

DEVELOPER
PROSPERA
1663 W. INNOVATION WAY
LEHI, UTAH 84043
PHONE: 855.724.3863



SALT LAKE CITY
45 West 10000 South Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNUTAH.COM

LAYTON
Phone: 801.547.1100

TOOLE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

SHEET 1 OF 1
PROJECT NUMBER: 13643
MANAGER: PMH
DRAWN BY: KPW
CHECKED BY: PMH
DATE: 1/21/25

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS, a Professional Land Surveyor licensed under Title 58, Chapter 22, Professional Engineers and Land Surveyors Act, holding License No. 286882, do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 of Utah State Code, was made by me, or under my direction, and shown hereon is a true and correct representation of said Final Local Entity Plat. I further certify that by authority of the Owners, I have prepared this plat for the purpose of depicting those properties within Salt Lake County to be annexed into the South Valley Sewer District.

BOUNDARY DESCRIPTION

A parcel of land situate in the Southeast Quarter of Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and Section 1 and the East Half of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Northeast Corner of Section 1, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

thence South 01°18'39" East 2,655.14 feet;
 thence South 01°29'16" East 2,539.56 feet;
 thence North 89°51'47" West 466.72 feet;
 thence South 00°36'10" East 466.74 feet;
 thence North 89°51'51" West 5,165.96 feet;
 thence North 00°26'52" West 194.71 feet;
 thence Northwesterly 379.56 feet along the arc of a 655.00 foot radius curve to the left (center bears South 89°33'03" West and the chord bears North 17°03'01" West 374.27 feet with a central angle of 33°12'07");
 thence North 05°15'38" East 701.74 feet;
 thence North 07°07'05" East 475.22 feet;
 thence North 12°20'34" West 653.73 feet;
 thence North 00°52'42" West 550.18 feet;
 thence North 04°43'52" East 403.75 feet;
 thence North 15°34'44" East 320.49 feet;
 thence South 89°56'21" East 535.87 feet;
 thence North 54°21'57" East 686.89 feet;
 thence North 69°48'35" West 137.49 feet;
 thence Southwesterly 184.93 feet along the arc of a 220.00 foot radius curve to the left (center bears South 20°11'25" West and the chord bears South 86°06'32" West 179.53 feet with a central angle of 48°09'46");
 thence South 62°01'39" West 66.71 feet;
 thence Southwesterly 172.65 feet along the arc of a 180.00 foot radius curve to the right (center bears North 27°58'21" West and the chord bears South 89°30'21" West 166.11 feet with a central angle of 54°57'24");
 thence North 63°00'57" West 7.45 feet;
 thence South 51°59'03" West 183.86 feet;
 thence Northwesterly 473.28 feet along the arc of a 170.00 foot radius curve to the right (center bears North 38°00'57" West and the chord bears North 48°15'35" West 334.58 feet with a central angle of 159°30'44");
 thence North 31°29'48" East 255.07 feet;
 thence Northwesterly 448.73 feet along the arc of a 440.00 foot radius curve to the left (center bears North 58°30'13" West and the chord bears North 02°16'48" East 429.54 feet with a central angle of 58°25'59");
 thence Northwesterly 290.07 feet along the arc of a 500.00 foot radius curve to the right (center bears North 63°03'49" East and the chord bears North 10°19'00" West 286.02 feet with a central angle of 33°14'22");
 thence Northwesterly 356.42 feet along the arc of a 270.00 foot radius curve to the left (center bears North 63°41'49" West and the chord bears North 31°30'51" West 331.10 feet with a central angle of 75°38'03");
 thence North 69°19'52" West 432.73 feet;
 thence Northwesterly 187.68 feet along the arc of a 440.00 foot radius curve to the right (center bears South 20°40'08" West and the chord bears North 81°33'03" West 186.26 feet with a central angle of 24°28'22");
 thence South 06°22'33" East 20.00 feet;
 thence South 83°37'27" West 40.00 feet;
 thence North 06°22'33" West 20.00 feet;
 thence Southwesterly 45.39 feet along the arc of a 440.00 foot radius curve to the left (center bears South 08°58'52" East and the chord bears South 78°03'48" West 45.37 feet with a central angle of 105°54'40");
 thence Southwesterly 134.59 feet along the arc of a 330.00 foot radius curve to the right (center bears North 14°53'33" West and the chord bears South 86°47'19" West 133.62 feet with a central angle of 23°21'43");
 thence South 90.185 feet;
 thence Northwesterly 286.54 feet along the arc of a 355.00 foot radius curve to the left (center bears South 59°10'35" West and the chord bears North 52°19'59" West 280.32 feet with a central angle of 43°01'08");
 thence North 69.71 feet;
 thence North 16°33'38" East 60.00 feet;
 thence North 73°26'22" West 300.00 feet;
 thence North 16°33'38" East 196.35 feet;
 thence North 281.62 feet;
 thence North 82°24'02" East 207.34 feet;
 thence North 59°39'18" East 336.67 feet;
 thence North 41°13'03" East 300.01 feet;
 thence North 71°55'50" East 432.50 feet;
 thence North 71°53'17" East 347.09 feet;
 thence North 72°01'10" East 23.43 feet;
 thence South 00°08'29" East 1,343.90 feet;
 thence North 89°33'35" East 2,668.06 feet;
 thence North 89°33'13" East 2,667.86 feet to the point of beginning.

Contains 32,833.062 Square Feet or 749.153 Acres

PATRICK M. HARRIS
 P.L.S. 286882

APPROVED THIS 31st DAY OF January, 2025 BY SEAN CLARK DISTRICT BOARD MEMBER
 Infrastructure Financing
 HEBER CITY District Board Member
 WHITE WOLF MOUNTAIN BOARD MEMBER

APPROVAL AS TO FORM
 APPROVED AS TO FORM THIS 2nd DAY OF February, 2025

SEAN CLARK
 HEBER CITY CLERK

WASATCH COUNTY SURVEYOR
 APPROVED THIS 22nd DAY OF January, 2025 BY THE WASATCH COUNTY SURVEYOR. THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO SECTION 17-23-20 OF UTAH STATE CODE.

PATRICK M. HARRIS
 WASATCH COUNTY SURVEYOR

FINAL LOCAL ENTITY PLAT

WHITE WOLF MOUNTAIN INFRASTRUCTURE FINANCING DISTRICT

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 2 SOUTH, RANGE 5 EAST,
AND SECTION 1 AND THE EAST HALF OF SECTION 2,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

RECORDED # _____

STATE OF UTAH, COUNTY OF WASATCH, RECORDED AND FILED AT THE

REQUEST OF: _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEES _____ WASATCH COUNTY RECORDER



Utah Retirement Systems

Retirement Office

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

Daniel D. Andersen
Executive Director

PEHP Health & Benefits

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

R. Chet Loftis
Managing Director

December 20, 2024

Sent Via Email to: sclark@prospera.ftmd

White Wolf Mountain Infrastructure Financing District
Sean Clark
1633 W. Innovation Way, Suite 100
Lehi, Utah 84043

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

Dear Mr. Clark:

When a governmental entity is being incorporated or created, Utah law requires the Utah State Retirement Office (“Office”) to provide a letter to that entity identifying the potential provisions under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act (“Retirement Act”), with which it shall comply. See Utah Code Ann. § 67-1a-6.5(3)(d). This letter serves as the official notice for White Wolf Mountain Infrastructure Financing District, a newly created infrastructure financing district.

Based upon the information provided, the Office has determined that White Wolf Mountain Infrastructure Financing District is an “employer” under the Retirement Act as a political subdivision of the state by virtue of its status as an infrastructure financing district. Accordingly, White Wolf Mountain Infrastructure Financing District must comply with the participation requirements of the Retirement Act.

This does not mean that White Wolf Mountain Infrastructure Financing District must provide retirement benefits to its employees. However, at the present time and throughout the future, White Wolf Mountain Infrastructure Financing District is required by law to participate with URS if and when it offers any type of retirement benefit to its employees.

White Wolf Mountain Infrastructure Financing District may not currently have employees or may have not yet elected to provide a retirement benefit to its employees. Please be aware, it is not the obligation of the Office to monitor the activities of White Wolf Mountain Infrastructure Financing District. By law, it is White Wolf Mountain Infrastructure Financing District’s obligation to apply for membership with URS if and when it chooses to provide a retirement benefit to its employees.

Once White Wolf Mountain Infrastructure Financing District begins participation with URS, its public employees will be covered under either the Tier 1 or Tier 2 public employee retirement systems, as described in the Retirement Act. If White Wolf Mountain Infrastructure Financing District employs public safety or firefighter service employees, those employees will be covered

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

In addition, Participating Employers of URS are required by Utah Code Ann. § 49-11-606 to “cover all employees eligible for service credit under this title.” As such, once admitted as a participating employer, White Wolf Mountain Infrastructure Financing District will be required to cover all eligible employees, pursuant to the eligibility rules found in the Retirement Act.

Please note that the above-referenced laws are those used to determine eligibility for participation and are not the only laws with which a participating employer must comply. Participating employers are required to “inform themselves of their rights and obligations” under Title 49 and should become familiar with all provisions of the Retirement Act. Once White Wolf Mountain Infrastructure Financing District is admitted into the system, URS provides education about the requirements with which White Wolf Mountain Infrastructure Financing District must comply as a participating employer.

Additionally, please be aware that should White Wolf Mountain Infrastructure Financing District fail to participate with URS while offering another retirement benefit to its employees, White Wolf Mountain Infrastructure Financing District’s employees may have a claim against it for service credit under the Retirement Act, which the Office is required to enforce. Under the Retirement Act, such a claim would include all past employer contributions, interest, and in some cases, penalties. See Utah Code Ann. § 49-11-601(3).

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

Sincerely,

/s/ Daniel D. Andersen

Daniel D. Andersen
Executive Director
Utah State Retirement Office

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

**PETITION REQUESTING THE CREATION OF
WHITE WOLF MOUNTAIN INFRASTRUCTURE FINANCING DISTRICT
LOCATED IN WASATCH COUNTY, UTAH**

November 19, 2024

Joey D. Granger
Wasatch County Clerk
25 North Main
Heber City, UT 84032
435-657-3310
clerkauditor@wasatch.utah.gov

The undersigned (the “Petitioners”) hereby request that the Clerk of Wasatch County, Utah (the “County Clerk”) certify this Petition for the White Wolf Mountain Infrastructure Financing District (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

Petitioners / Owners:

Sean Clark, on behalf of Benloch CPC, LLC
1633 W Innovation Way, Suite 100
Lehi, UT 84043
Tax ID(s): 00-0021-5719, 00-0021-6890, 00-0021-5556, 00-0021-5557,
00-0021-5558, 00-0021-5559, 00-0021-6495, 00-0020-7784, 00-0021-
6278, 00-0021-6496, 00-0007-6864, 00-0021-6498, 00-0021-6497, 00-
0020-2698, AND 00-0020-4218

Richard Bessey
PO Box 554
Centerville, UT 84014
Tax ID(s): 00-0021-6495 A PORTION OF 00-0021-6278, AND 00-
0020-7784

Lon Thomas, on behalf of Stone Benloch Properties, LLC
4040 S 300 W
Salt Lake City, UT 84107
Tax ID(s): 00-0021-6495 A PORTION OF 00-0021-6278, AND 00-
0020-7784

Contact Sponsor:

Sean Clark
1633 W Innovation Way, Suite 100
Lehi, UT 84043
(855) 724-3863
sclark@prospera.fund

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 is within Wasatch County, Utah. The Petitioners represent that there are currently no registered voters within the boundary of the District.

II. Proposed District Boundaries

The Petitioners request that the initial District's boundaries include the real property described in **Exhibit A** (the "Original District Boundaries"). The Original District Boundaries 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 District be created in accordance with Chapter 2, 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 Board of Trustees for the District be initially composed of three (3) members who are agents, or officers of the property owner, as follows:

I. Trustee 1: Sean Clark, for an initial term of six (6) years

1633 W Innovation Way, Suite 100, Lehi, UT 84043

II. Trustee 2: Kellen Jones, for an initial term of six (6) years

1633 W Innovation Way, Suite 100, Lehi, UT 84043

III. Trustee 3: David Wilson, for an initial term of four (4) years

50 E. South Temple, Ste. 400, Salt Lake City, UT 84111

VII. Petitioners Consent and Acknowledgements

- c) 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.
 - v) The issuance by the District of bonds repayable through special assessments and/or fees.
- d) 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 forty-five (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 and within 10 days of certification, 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**, signed by the County Clerk and notarized; and
- ii) a copy of the Final Local Entity Plat, signed by the County Surveyor and County Clerk.

c) Documents may be filed with the Lieutenant Governor's Office by uploading them at <https://cs.utah.gov/s/annexations-request>.

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 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.

Benloch CPC, LLC, as property owner of Parcel Numbers: 00-0021-5719, 00-0021-6890, 00-0021-5556, 00-0021-5557, 00-0021-5558, 00-0021-5559, 00-0021-6495, 00-0020-7784, 00-0021-6278, 00-0021-6496, AND 00-0007-6864, 00-0021-6498, 00-0021-6497

Sean Clark

By: [Signature]

Its: MANAGER

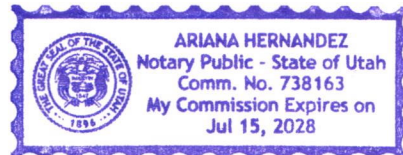
STATE OF UTAH)

ss:

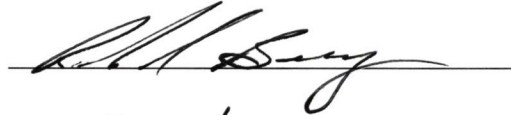
COUNTY OF Utah)

On this 19 day of November, personally appeared before me Sean Clark, 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 manager of Benloch CPC, 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



Richard Bessey, as property owner of
Parcel Numbers: 00-0021-6495 A PORTION
OF 00-0021-6278, AND 00-0020-7784



By: Richard Bessey

Its: Registered Agent

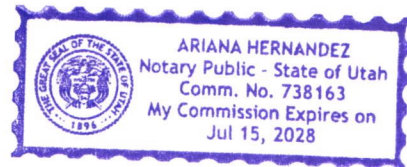
STATE OF UTAH)

ss:

COUNTY OF Utah)

On this 19 day of November, personally appeared before me Richard Bessey, whose
identity is personally known to me (or proven on the basis of satisfactory evidence).


NOTARY PUBLIC



Stone Benloch Properties, LLC, as
property owner of Parcel Numbers: 00-
0021-6495 A PORTION OF 00-0021-6278,
AND 00-0020-7784

Lon Thomas

By: Lon Thomas

Its: Manager

STATE OF UTAH)

ss:

COUNTY OF Utah)

On this 19 day of November, personally appeared before me Lon Thomas, 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 Manager of Stone Benloch Properties, 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.

Ariana Hernandez
NOTARY PUBLIC

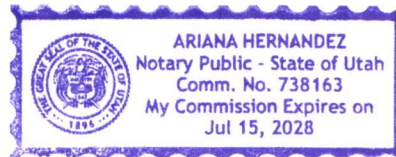


EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situate in the Southeast Quarter of Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and Section 1 and the East Half of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Northeast Corner of Section 1, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence South $01^{\circ}18'39''$ East 2,655.14 feet; thence South $01^{\circ}29'16''$ East 2,539.56 feet; thence North $89^{\circ}51'47''$ West 466.72 feet; thence South $00^{\circ}36'10''$ East 466.74 feet; thence North $89^{\circ}51'51''$ West 5,165.96 feet; thence North $00^{\circ}26'52''$ West 194.71 feet; thence Northwesterly 379.56 feet along the arc of a 655.00 foot radius curve to the left (center bears South $89^{\circ}33'03''$ West and the chord bears North $17^{\circ}03'01''$ West 374.27 feet with a central angle of $33^{\circ}12'07''$); thence North $05^{\circ}15'38''$ East 701.74 feet; thence North $07^{\circ}07'05''$ East 475.22 feet; thence North $12^{\circ}20'34''$ West 653.73 feet; thence North $00^{\circ}52'42''$ West 550.18 feet; thence North $04^{\circ}43'52''$ East 403.75 feet; thence North $15^{\circ}34'44''$ East 320.49 feet; thence South $89^{\circ}58'21''$ East 535.87 feet; thence North $54^{\circ}21'57''$ East 686.89 feet; thence North $69^{\circ}48'35''$ West 137.49 feet; thence Southwesterly 184.93 feet along the arc of a 220.00 foot radius curve to the left (center bears South $20^{\circ}11'25''$ West and the chord bears South $86^{\circ}06'32''$ West 179.53 feet with a central angle of $48^{\circ}09'46''$); thence South $62^{\circ}01'39''$ West 66.71 feet; thence Southwesterly 172.65 feet along the arc of a 180.00 foot radius curve to the right (center bears North $27^{\circ}58'21''$ West and the chord bears South $89^{\circ}30'21''$ West 166.11 feet with a central angle of $54^{\circ}57'24''$); thence North $63^{\circ}00'57''$ West 7.45 feet; thence South $51^{\circ}59'03''$ West 183.86 feet; thence Northwesterly 473.28 feet along the arc of a 170.00 foot radius curve to the right (center bears North $38^{\circ}00'57''$ West and the chord bears North $48^{\circ}15'35''$ West 334.58 feet with a central angle of $159^{\circ}30'44''$); thence North $31^{\circ}29'48''$ East 255.07 feet; thence Northeasterly 448.73 feet along the arc of a 440.00 foot radius curve to the left (center bears North $58^{\circ}30'13''$ West and the chord bears North $02^{\circ}16'48''$ East 429.54 feet with a central angle of $58^{\circ}25'59''$); thence Northwesterly 290.07 feet along the arc of a 500.00 foot radius curve to the right (center bears North $63^{\circ}03'49''$ East and the chord bears North $10^{\circ}19'00''$ West 286.02 feet with a central angle of $33^{\circ}14'22''$); thence Northwesterly 356.42 feet along the arc of a 270.00 foot radius curve to the left (center bears North $83^{\circ}41'49''$ West and the chord bears North $31^{\circ}30'51''$ West 331.10 feet with a central angle of $75^{\circ}38'03''$); thence North $69^{\circ}19'52''$ West 432.73 feet; thence Northwesterly 187.68 feet along the arc of a 440.00 foot radius curve to the left (center bears South $20^{\circ}40'08''$ West and the chord bears North $81^{\circ}33'03''$ West 186.26 feet with a central angle of $24^{\circ}26'22''$); thence South $06^{\circ}22'33''$ East 20.00 feet; thence South $83^{\circ}37'27''$ West 40.00 feet; thence North $06^{\circ}22'33''$ West 20.00 feet; thence Southwesterly 45.39 feet along the arc of a 440.00 foot radius curve to the left (center bears South $08^{\circ}58'52''$ East and the chord bears South $78^{\circ}03'48''$ West 45.37 feet with a central angle of $05^{\circ}54'40''$); thence Southwesterly 134.56 feet along the arc of a 330.00 foot radius curve to the right (center bears North $14^{\circ}53'33''$ West and the chord bears South $86^{\circ}47'19''$ West 133.62 feet with a central angle of $23^{\circ}21'43''$); thence South 901.85 feet; thence Northwesterly 266.54 feet along the arc of a 355.00 foot radius curve to the left (center bears South $59^{\circ}10'35''$ West and the chord bears North $52^{\circ}19'59''$ West 260.32 feet with a central angle of $43^{\circ}01'08''$); thence North $73^{\circ}50'34''$ West 142.53 feet; thence North 859.71 feet; thence North $16^{\circ}33'38''$ East 60.00 feet; thence North $73^{\circ}26'22''$ West 300.00 feet; thence North $16^{\circ}33'38''$ East 196.36 feet; thence North 281.62 feet; thence North $82^{\circ}24'02''$ East 207.34 feet; thence North $59^{\circ}39'18''$ East 336.67 feet; thence North $41^{\circ}13'03''$ East 300.01 feet; thence North $71^{\circ}55'50''$ East 432.50 feet; thence North $71^{\circ}53'17''$ East 347.09 feet; thence North $72^{\circ}01'10''$ East 23.43 feet; thence South $00^{\circ}08'29''$ East 1,343.90 feet; thence North $89^{\circ}33'35''$ East 2,668.06 feet; thence North $89^{\circ}33'13''$ East 2,667.86 feet to the point of beginning. Contains 32,633,092 Square Feet or 749.153 Acres

EXHIBIT C
GOVERNING DOCUMENT

**GOVERNING DOCUMENT
FOR**

WHITE WOLF MOUNTAIN INFRASTRUCTRE FINANCING DISTRICT

LOCATED IN WASATCH COUNTY, UTAH

Prepared

by

Benloch CPC, LLC
Lehi, Utah

November 19, 2024

TABLE OF CONTENTS

I. INTRODUCTION1

II. DEFINITIONS1

III. ORIGINAL DISTRICT BOUNDARIES2

IV. DESCRIPTION OF POWERS AND IMPROVEMENTS2

V. THE BOARD OF TRUSTEES2

VI. GOVERNING DOCUMENT AMENDMENT4

LIST OF EXHIBITS

- EXHIBIT 1** Legal Description of Original District Boundaries
- EXHIBIT 2** Copy of Development Agreement (if applicable)

IV. 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.

V. 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.

“District” means White Wolf Mountain Infrastructure Financing District.

“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 1** hereto.

“Petitioners” means Benloch CPC, LLC, Richard Bessey, and Stone Benloch Properties, 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.

VI. ORIGINAL DISTRICT BOUNDARIES

A. Original District Boundaries. The area of the Original District Boundaries includes approximately 749.15 acres, as further described in **Exhibit 1**.

B. Corrections to Legal Descriptions. Prior to recordation of a final local entity plat of the District, the Petitioners 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.

VII. 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. 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, including but not limited to roads, public utilities, parks, trails, and related public improvements.

VIII. 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. Sean Clark is hereby appointed to the Board with an initial term of six (6) years.

2. Trustee 2. Kellen Jones is hereby appointed to the Board with an initial term of six (6) years.

3. Trustee 3. David Wilson is hereby appointed to the Board with an initial term of four (4) years.

B. Transition to Elected Board. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1. Trustee 1 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 90% of units within the district.
2. Trustee 2. Trustee 2 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 75% of units within the District.
3. Trustee 3. Trustee 3 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 60% of units 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. Re-election, Re-appointment, 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.

IX. DEVELOPMENT AGREEMENT

In accordance with the requirements of the Special District Act, attached hereto as **Exhibit 2 is a copy of the "Development Agreement" (if applicable) relating to infrastructure to be developed within 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.

X. MISCELLANEOUS

It is the intent of the District to use a competent and nationally recognized bond underwriter with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

XI. 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 2

COPY OF DEVELOPMENT AGREEMENT

(See following pages; omitted if not applicable)

EXHIBIT D

CERTIFICATE OF ENGINEER

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

1. I am a professional engineer, licensed under Title 58, 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 improvements as of the date hereof.

By: K. R. Berg

Kenneth R. Berg, PE

Date: Nov 11th, 2024



EXHIBIT E
(NOTICE OF IMPENDING BOUNDARY ACTION)


(White Wolf Mountain Infrastructure Financing District)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that a Petition proposing the creation of the White Wolf Mountain Infrastructure Financing District has been certified by the County Clerk of Wasatch County, Utah. A copy of the Final Local Entity Plat White Wolf Mountain Infrastructure Financing District 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 Wasatch County, Utah, is attached hereto and incorporated by this reference. The Petitioners hereby certify 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 request the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 19 ~~November~~ day of November, 2024.

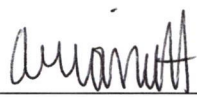
By: 
Sean Clark

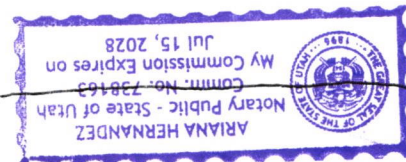
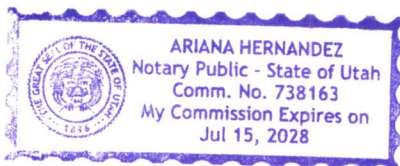
VERIFICATION

STATE OF UTAH)

COUNTY OF Utah)

SUBSCRIBED AND SWORN to before me this 19 day of November, 2024.


Notary Public



By: Richard Bessey
Richard Bessey

VERIFICATION

STATE OF UTAH)

COUNTY OF Utah)

SUBSCRIBED AND SWORN to before me this 19 day of November 2024.

Ariana Hernandez
Notary Public



By: Lon Thomas
Lon Thomas

VERIFICATION

STATE OF UTAH)

COUNTY OF Utah)

SUBSCRIBED AND SWORN to before me this 19 day of November 2024.

Ariana Hernandez
Notary Public

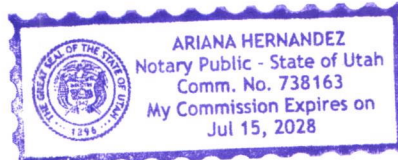


EXHIBIT E
NOTICE OF IMPENDING BOUNDARY ACTION

(White Wolf Mountain Infrastructure Financing District)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN THAT a petition proposing the creation of the White Wolf Mountain Infrastructure Financing District has been certified by the County Clerk of Wasatch 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 Wasatch County, Utah, is attached hereto and incorporated by this reference. The Petitioner 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 Petitioner 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 3rd day of February, 2025.

By: Jeremy D. Granger



February 3rd, 2025

Deidre Henderson

Utah Lieutenant Governor

350 North State Street, Suite 220

Salt Lake City, Utah 84114-2325

annexations@utah.gov

RE: Certification of the Petition for the White Wolf Mountain Infrastructure Financing District

Dear Lt. Governor,

On November 19, 2024 a petition was filed with the Wasatch County Clerk for the creation of the White Wolf Mountain Infrastructure Financing District. We have reviewed the petition and its accompanying documents, and we have concluded that it complies with Utah Code Sections 17B-1-203(1), 17B-1-205(1) and 17B-1-208. This letter will serve as the certification of the petition pursuant to UCA 17B-1-209.

Upon receipt of the certificate of incorporation from your office, original copies of the foregoing documents and the certificate will be recorded with the Wasatch County Recorder.

Sincerely,

A handwritten signature in black ink that reads "Joey Granger".

Joey Granger

Wasatch County Clerk/Auditor



When Recorded, Mail To:

Kirton McConkie, P.C.
50 East South Temple Street, Suite 400
Salt Lake City, Utah 84111
Attn: Loyal Hulme

Tax Notices for New Parcel, Mail To:

Benloch CPC, LLC
1633 W Innovation Way, Suite 100
Lehi, UT 84043
Attn: Property Management

APNs 00-0021-6497
00-0020-2698
A portion of 00-0020-4218
A portion of 00-0020-9040

(space above this line for Recorder's use only)

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT (this "**Agreement**") is entered into this 10th day of January, 2025 (the "**Effective Date**"), by and between Benloch CPC, LLC, a Utah limited liability company, in its capacity as owner of each Acquired Parcel (as defined below) (the "**Acquired Parcel Owner**"), and Benloch CPC, LLC, a Utah limited liability company, in its capacity as owner of the Owned Parcel (as defined below) (collectively, "**Owned Parcel Owner**"). Acquired Parcel Owner and Owned Parcel Owner are at times referred to herein collectively as the "**Parties**" and individually as "**Party**."

RECITALS

A. Acquired Parcel Owner is the owner in fee simple of each of those certain parcels of real property located in the County of Wasatch, State of Utah ("**Acquired Parcel**"), each acquired pursuant to that certain Special Warranty Deed recorded in the official records of Wasatch County on September 15, 2021 as Entry No. 507435 at Book 1375, Page 1456 (collectively, the "**Deed**") and known as tax parcels 00-0020-2698; a portion of 00-0020-4218, and a portion of 00-0020-9040, such Acquired Parcel being depicted on Exhibit A, attached hereto and incorporated herein by this reference.

B. Owned Parcel Owner is the owner in fee simple of that certain real property located adjacent to the Acquired Parcel (the "**Owned Parcel**") and known as tax parcel 00-0020-6497, such Owned Parcel being depicted on Exhibit A, attached hereto and incorporated herein by this reference. The Acquired Parcel and the Owned Parcel are at times referred to herein collectively as the "**Existing Parcels**."

C. Without effectuating a subdivision or creating any new tax parcels, the Parties agree to adjust the common boundary lines between the Existing Parcels, as set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Reconfiguration of the Existing Parcels.** The Parties hereby reconfigure the Existing Parcels to the configuration legally described on Exhibit B attached hereto and incorporated herein by this reference (the "New Parcel"), such New Parcel being depicted on Exhibit C attached hereto and incorporated herein by this reference, provided that if there are any discrepancies between Exhibit B and Exhibit C, Exhibit B shall control.

3. **Conveyance of Title.**

3.1. Title to each Acquired Parcel was acquired by the Acquired Parcel Owner pursuant to the Deed(s). For the purposes of consolidating the Existing Parcels into a single tax parcel separate from any other tax parcel, Acquired Parcel Owner hereby quitclaims to Owned Parcel Owner, for the sum of Ten Dollars and other good and valuable consideration, any of its interest in fee simple title to the New Parcel.

4. **No Subdivision.** The Parties hereto acknowledge that the purpose of this Agreement is to adjust the common boundary lines between the Existing Parcels and not to undertake a subdivision or the creation of additional tax parcels. Further, the Existing Parcels collectively and the New Parcel collectively cover the same area.

5. **Condition of the New Parcels.** Owned Parcel Owner accepts the New Parcel and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects.

6. **Government Approvals.** In the event any governmental or municipal approval is required or necessary to effectuate the intent of this Agreement, such as the preparation, filing and approval of a Lot Line Adjustment or a Plat Amendment, the Parties agree to reasonably cooperate to obtain such approval, including signing any necessary or required applications or instruments. The Parties agree to bear such costs relating to such approvals evenly.

7. **Recording.** This Agreement shall be recorded with the Recorder's office of Wasatch County, State of Utah.

8. **Governing Law.** This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

9. **Attorneys' Fees.** In the event it becomes necessary for either party hereto to employ the services of an attorney to enforce this Agreement or any provision hereof, whether by suit or otherwise, the non-prevailing party of such controversy shall pay to the prevailing party

reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement, including fees and costs incurred upon appeal or in bankruptcy court.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

11. Knowledge, Review and Interpretation. Acquired Parcel Owner and Owned Parcel Owner each acknowledges, declares and agrees that: (i) it has consulted legal counsel about this Agreement, or has had the opportunity to do so and has elected not to do so; (ii) it has had adequate time and opportunity to review the terms of this Agreement and has carefully read it; (iii) it is a sophisticated party that has negotiated this Agreement at arm's length, and accordingly, expressly waives any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it; and (iv) it intends to be legally bound to the provisions of this Agreement, which shall be interpreted in a reasonable manner to effect the purposes of this Agreement and the intent of the parties as outlined herein.

[signatures and acknowledgments to follow]


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Acquired Parcel Owner:

Benloch CPC, LLC,
a Utah limited liability company

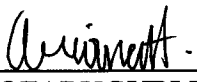
By: Cache Private Capital Diversified Fund, LLC,
a Nevada limited liability company,
its sole member

By: Cache Private Capital Management, LLC,
Its manager

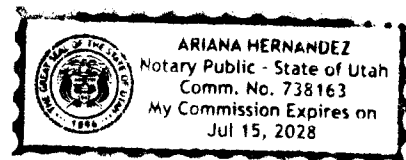
By: 
Name: D. Sean Clark
Its: Manager

STATE OF UTAH)
 :ss
COUNTY OF UTAH)

On this 10 day of January, 2025, before me Ariana Hernandez, a notary public, personally appeared D. Sean Clark, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to in this document, and acknowledged he executed the same as the Manager of Cache Private Capital Management, LLC, the manager of Cache Private Capital Diversified Fund, LLC, the sole member of Benloch CPC, LLC, a Utah limited liability company, on behalf of such company.


NOTARY PUBLIC

[signatures and acknowledgments to follow]



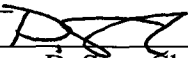
OWNED PARCEL OWNER:

Acquired Parcel Owner:

Benloch CPC, LLC,
a Utah limited liability company

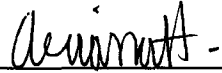
By: Cache Private Capital Diversified Fund,
LLC,
a Nevada limited liability company,
its sole member

By: Cache Private Capital
Management, LLC,
Its manager

By: 
Name: D. Sean Clark
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this 10 day of January, 2025, before me Ariana Hernandez,
a notary public, personally appeared D. Sean Clark, proved on the basis of satisfactory evidence
to be the persons whose names are subscribed to in this document, and acknowledged he
executed the same as the Manager of Cache Private Capital Management, LLC, the manager of
Cache Private Capital Diversified Fund, LLC, the sole member of Benloch CPC, LLC, a Utah
limited liability company, on behalf of such company.



NOTARY PUBLIC

[end of signatures and acknowledgments]

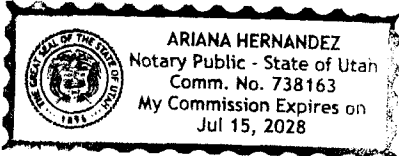


Exhibit A

(Depiction of each Acquired Parcel and Owned Parcel)

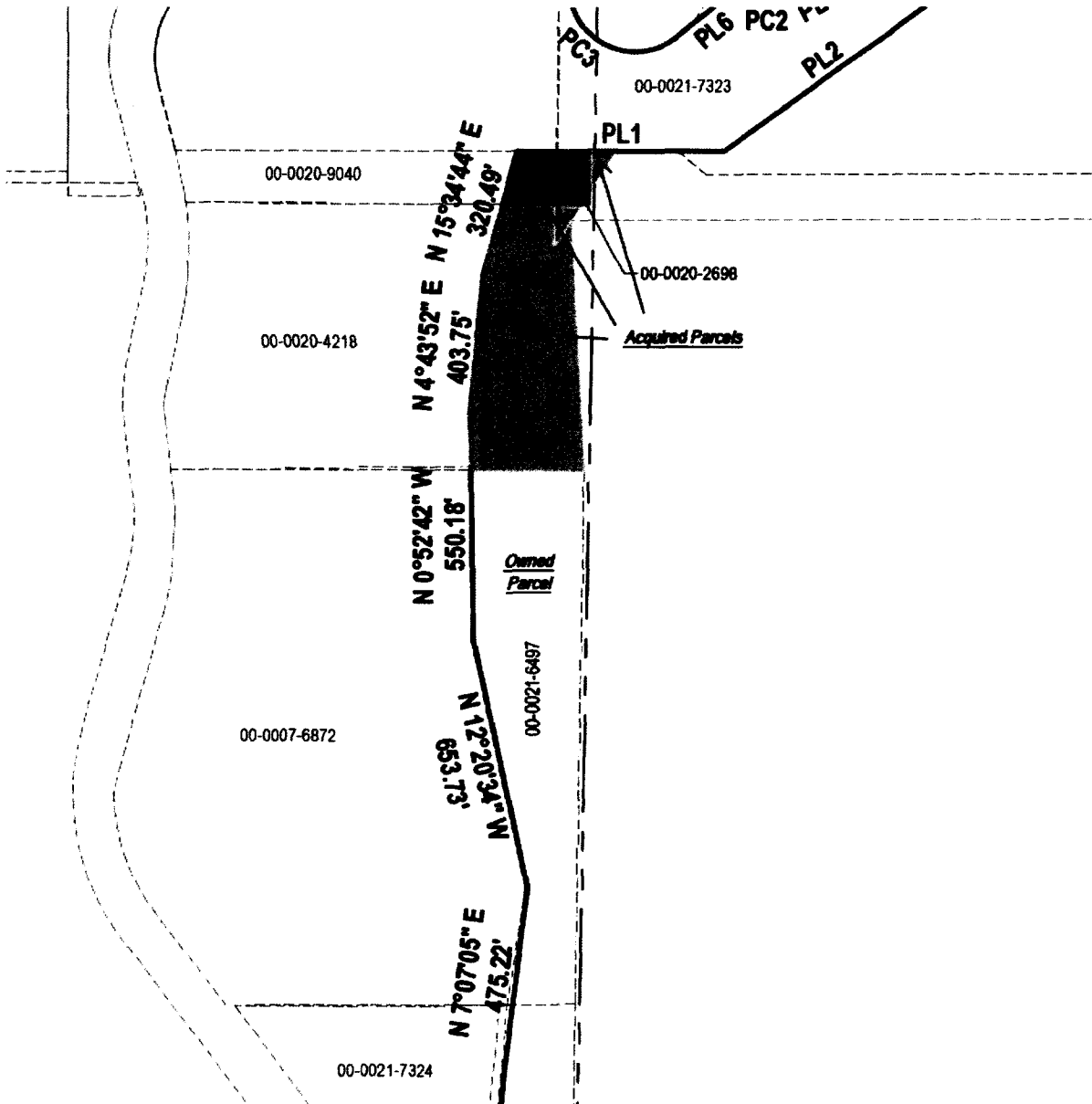


Exhibit B

(Legal Description of the New Parcel)

A parcel of land situate in the Northeast and Southeast Quarters of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point South 0°59'23" West 1983.33 feet along the section line and South 89°58'21" East 47.61 feet from the Northeast Corner of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian, and running;

thence South 32°25'21" West 222.37 feet;

thence South 3°53'36" East 634.24 feet;

thence South 0°53'59" West 1384.55 feet;

thence South 89°43'43" West 160.69 feet to the west line of the Benloch CPC, LLC property as described in that Special Warranty Deed recorded September 15, 2021 as Entry No. 507435 at Book 1375, Page 1456;

thence the following (6) calls along said west line of the Benloch CPC, LLC property;

(1) North 7°07'05" East 308.30 feet;

(2) North 12°20'34" West 653.73 feet;

(3) North 0°52'42" West 550.18 feet;

(4) North 4°43'52" East 403.75 feet;

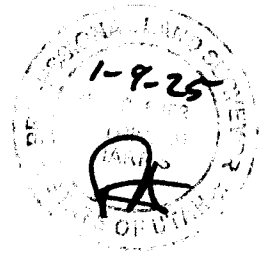
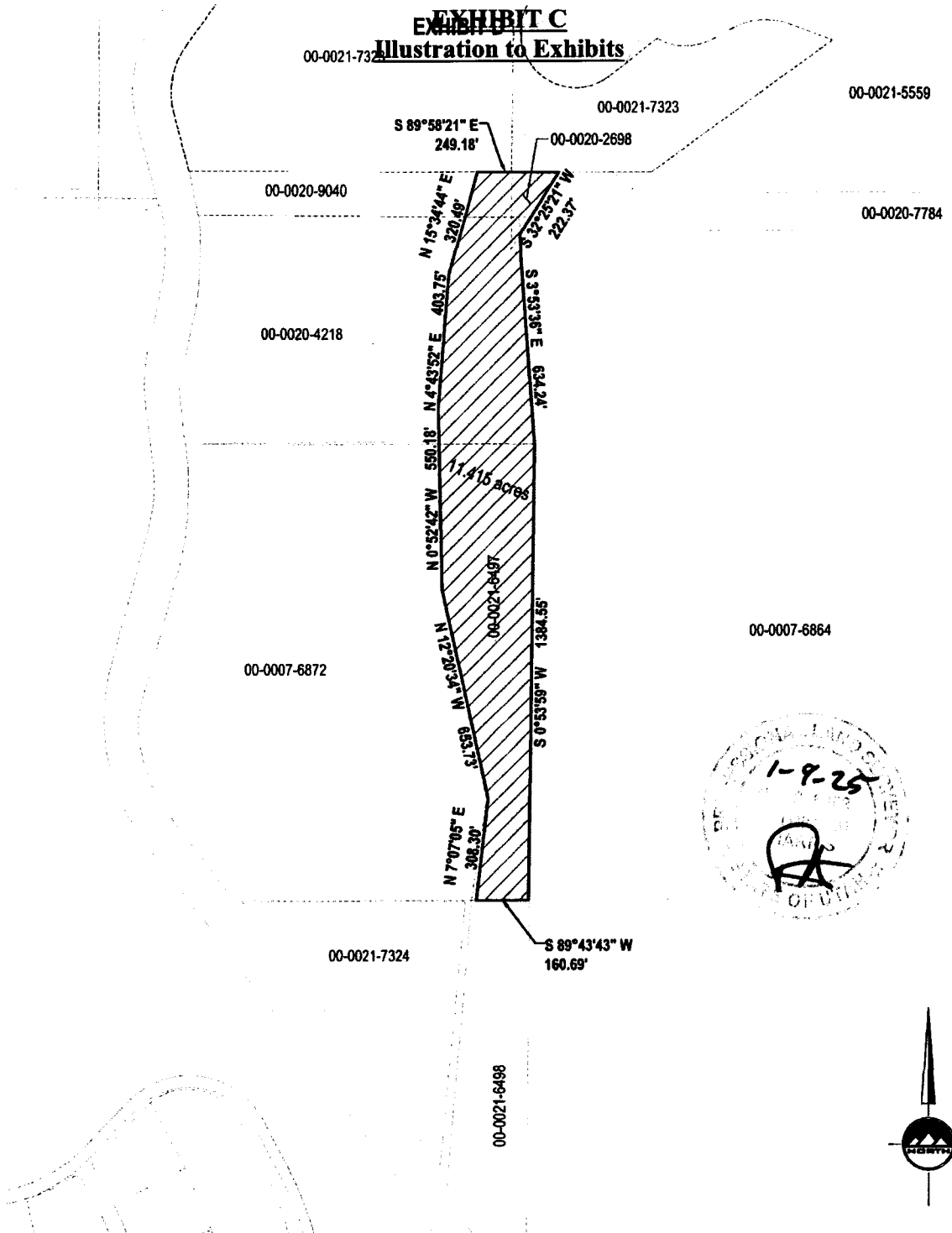
(5) North 15°34'44" East 320.49 feet;

(6) South 89°58'21" East 249.18 feet to the point of beginning.

Contains 497,232 square feet. 11.414 acres

EXHIBIT C

Illustration to Exhibits



PROJECT NUMBER 13427 PROJECT MANAGER PMH	PRINT DATE 2025-01-09 DESIGNED BY KFW	<p style="text-align: center;">WHITE WOLF MOUNTAIN</p> <p style="text-align: center;">WASATCH COUNTY HEBER CITY, UTAH BOUNDARY LINE AGREEMENT EXHIBIT</p>	 <p>ENSIGN THE STANDARD IN ENGINEERING</p> <p><small>LAYTON Phone: 801.347.1100 TOOELE Phone: 435.643.3530 CEDAR CITY Phone: 435.866.1133 HCPHIELD Phone: 435.864.2897</small></p>	SANDY 45 W 10000 S, Suite 500 Sandy, UT 84070 Phone: 801.255.0529 WWW.ENSIGNENG.COM
---	--	--	---	---

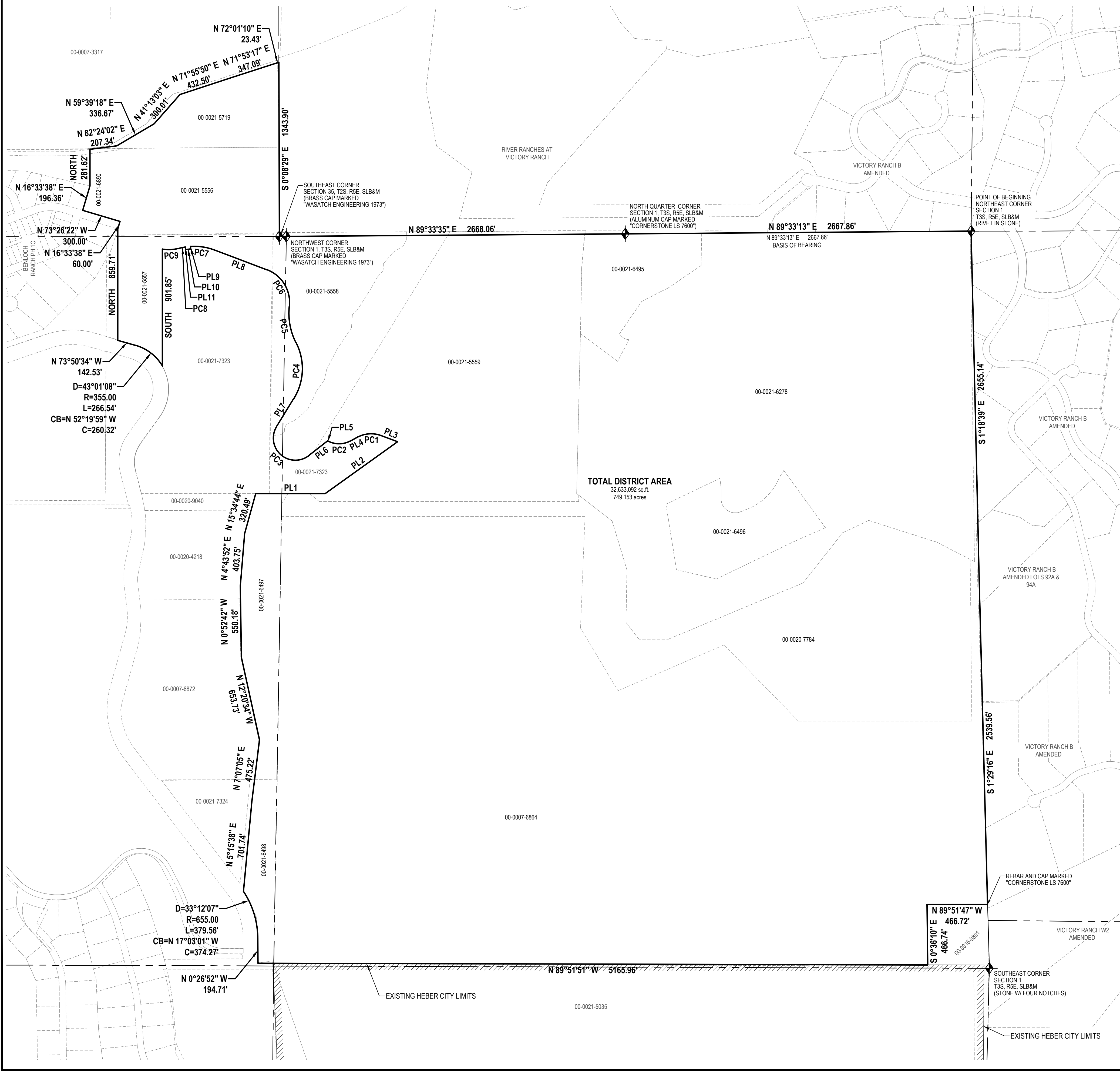
1 OF 1

FINAL LOCAL ENTITY PLAT

WHITE WOLF MOUNTAIN INFRASTRUCTURE FINANCING DISTRICT

NOVEMBER 2024

LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 2 SOUTH, RANGE 5 EAST,
AND SECTION 1 AND THE EAST HALF OF SECTION 2,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH



LEGEND

- BOUNDARY LINE
- - - SECTION LINE
- - - ADJACENT PROPERTY LINE
- /// EXISTING DISTRICT BOUNDARY LINE

DISTRICT PARCELS

PARCEL IDENTIFICATION NUMBER	OWNER(S)
00-0007-6864	BENLOCH CPC LLC
00-0020-7784	BENLOCH CPC LLC
00-0021-5555	BENLOCH CPC LLC
00-0021-5557	BENLOCH CPC LLC
00-0021-5558	BENLOCH CPC LLC
00-0021-5559	BENLOCH CPC LLC
00-0021-5719	BENLOCH CPC LLC
00-0021-6278	BENLOCH CPC LLC
00-0021-6495	BENLOCH CPC LLC
00-0021-6496	BENLOCH CPC LLC
00-0021-6497	BENLOCH CPC LLC
00-0021-6498	BENLOCH CPC LLC
00-0021-6860	BENLOCH CPC LLC

LINE TABLE

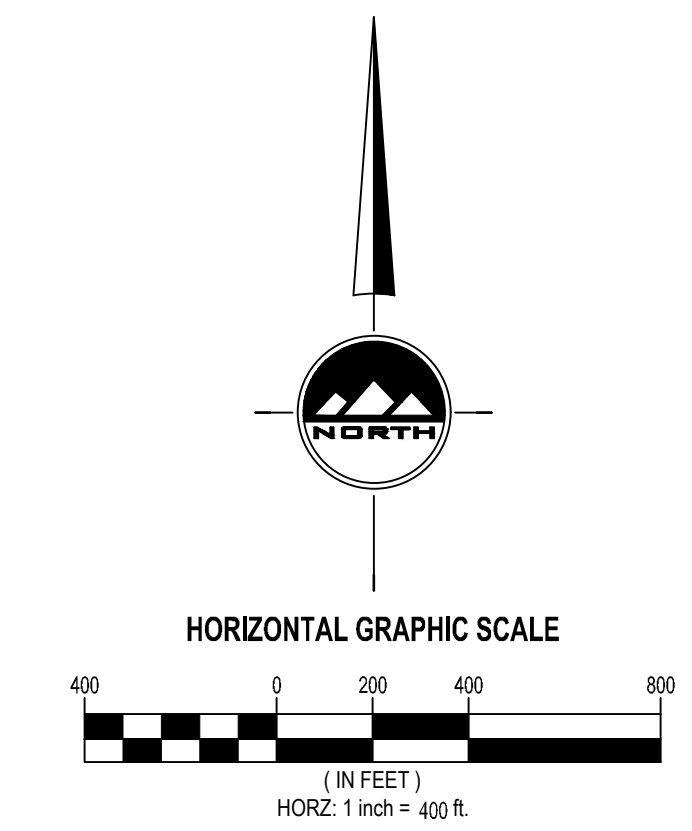
LINE	BEARING	LENGTH
PL1	S89°58'21"E	535.87'
PL2	N54°21'57"E	686.89'
PL3	N69°48'35"W	137.49'
PL4	S62°01'39"W	66.71'
PL5	N63°00'57"W	7.45'
PL6	S51°59'03"W	183.86'
PL7	N31°29'48"E	255.07'
PL8	N69°19'52"W	432.73'
PL9	S6°22'33"E	20.00'
PL10	S83°37'27"W	40.00'
PL11	N6°22'33"W	20.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
PC1	220.00'	184.93'	48°09'46"	S86°06'32"W	179.53'
PC2	180.00'	172.65'	54°57'24"	S89°30'21"W	166.11'
PC3	170.00'	473.28'	159°30'44"	N48°15'35"W	334.58'
PC4	440.00'	448.73'	58°25'59"	N2°16'48"E	429.54'
PC5	500.00'	290.07'	33°14'22"	N10°19'00"W	286.02'
PC6	270.00'	356.42'	75°38'03"	N31°30'51"W	331.10'
PC7	440.00'	187.68'	24°26'22"	N81°33'03"W	186.26'
PC8	440.00'	45.39'	5°54'40"	S78°03'48"W	45.37'
PC9	330.00'	134.56'	23°21'43"	S86°47'19"W	133.62'

TOTAL DISTRICT AREA
32,633.092 sq. ft.
749.153 acres

DEVELOPER
PROSPERA
1663 W. INNOVATION WAY
LEHI, UTAH 84043
PHONE: 855.724.3863



SHEET 1 OF 1
PROJECT NUMBER: 13643
MANAGER: PIH
DRAWN BY: KPW
CHECKED BY: PIH
DATE: 1/13/25



SALT LAKE CITY
45 West 10000 South Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNUTAH.COM

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

SURVEYOR'S CERTIFICATE
I, PATRICK M. HARRIS, a Professional Land Surveyor licensed under Title 58, Chapter 22, Professional Engineers and Land Surveyors Act, holding License No. 286882, do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 of Utah State Code, was made by me, or under my direction, and shown hereon is a true and correct representation of said Final Local Entity Plat. I further certify that by authority of the Owners, I have prepared this plat for the purpose of depicting those properties within Salt Lake County to be annexed into the South Valley Sewer District.

BOUNDARY DESCRIPTION
A parcel of land situate in the Southeast Quarter of Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and Section 1 and the East Half of Section 2, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:
Beginning at the Northeast Corner of Section 1, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

thence South 01°18'39" East 2,655.14 feet;
thence South 01°29'16" East 2,539.56 feet;
thence North 89°51'47" West 466.72 feet;
thence South 00°36'10" East 466.74 feet;
thence North 89°51'51" West 5,165.96 feet;
thence North 00°26'52" West 194.71 feet;
thence Northwesterly 379.56 feet along the arc of a 655.00 foot radius curve to the left (center bears South 89°33'03" West and the chord bears North 17°03'01" West 374.27 feet with a central angle of 33°12'07");
thence North 05°15'38" East 701.74 feet;
thence North 07°07'05" East 475.22 feet;
thence North 12°20'34" West 653.73 feet;
thence North 00°52'42" West 550.18 feet;
thence North 04°43'52" East 403.75 feet;
thence North 15°34'44" East 320.49 feet;
thence South 89°58'21" East 535.87 feet;
thence North 54°21'57" East 666.89 feet;
thence North 69°48'35" West 137.49 feet;
thence Southwesterly 154.53 feet along the arc of a 220.00 foot radius curve to the left (center bears South 20°11'25" West and the chord bears South 86°06'32" West 179.53 feet with a central angle of 48°09'46");
thence South 62°01'39" West 66.71 feet;
thence Southwesterly 172.65 feet along the arc of a 180.00 foot radius curve to the right (center bears North 27°56'21" West and the chord bears South 89°33'21" West 163.11 feet with a central angle of 54°57'24");
thence North 31°29'48" East 255.07 feet;
thence South 51°59'03" West 183.86 feet;
thence Northwesterly 473.28 feet along the arc of a 170.00 foot radius curve to the right (center bears North 38°00'57" West and the chord bears North 48°15'35" West 334.58 feet with a central angle of 159°30'44");
thence North 31°29'48" East 255.07 feet;
thence Northwesterly 448.73 feet along the arc of a 440.00 foot radius curve to the left (center bears North 58°30'13" West and the chord bears North 02°16'48" East 429.54 feet with a central angle of 58°25'59");
thence Northwesterly 290.07 feet along the arc of a 500.00 foot radius curve to the right (center bears North 83°03'49" East and the chord bears North 10°19'00" West 286.02 feet with a central angle of 33°14'22");
thence Northwesterly 356.42 feet along the arc of a 270.00 foot radius curve to the left (center bears North 83°41'49" West and the chord bears North 31°30'51" West 331.10 feet with a central angle of 75°38'03");
thence North 69°19'52" West 432.73 feet;
thence Northwesterly 187.68 feet along the arc of a 440.00 foot radius curve to the left (center bears South 20°40'08" West and the chord bears North 81°33'03" West 186.26 feet with a central angle of 05°54'40");
thence South 06°22'33" East 20.00 feet;
thence South 83°37'27" West 40.00 feet;
thence North 06°22'33" West 20.00 feet;
thence Southwesterly 45.39 feet along the arc of a 440.00 foot radius curve to the left (center bears South 08°58'52" East and the chord bears South 78°03'48" West 45.37 feet with a central angle of 05°54'40");
thence Southwesterly 134.56 feet along the arc of a 330.00 foot radius curve to the right (center bears North 14°53'33" West and the chord bears South 86°47'19" West 133.62 feet with a central angle of 23°21'43");
thence South 901.85 feet;
thence Northwesterly 266.54 feet along the arc of a 355.00 foot radius curve to the left (center bears South 59°10'35" West and the chord bears North 52°19'59" West 260.32 feet with a central angle of 43°01'08");
thence North 73°50'34" West 142.53 feet;
thence North 859.71 feet;
thence North 16°33'38" East 60.00 feet;
thence North 73°26'22" West 300.00 feet;
thence North 16°33'38" East 196.36 feet;
thence North 281.62 feet;
thence North 82°24'02" East 207.34 feet;
thence North 59°39'18" East 336.87 feet;
thence North 41°13'03" East 300.01 feet;
thence North 71°55'50" East 432.50 feet;
thence North 71°53'17" East 347.09 feet;
thence North 72°01'10" East 23.43 feet;
thence South 00°08'29" East 1,343.90 feet;
thence North 89°33'35" East 2,667.86 feet;
thence North 89°33'13" East 2,667.86 feet to the point of beginning.

Contains 32,633.092 Square Feet or 749.153 Acres

1/13/25
DATE: _____
PATRICK M. HARRIS
P.L.S. 286882



HEBER CITY

APPROVED THIS _____ DAY OF _____, 20____, BY HEBER CITY.

MAYOR _____ ATTEST: CITY RECORDER _____

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.

HEBER CITY ATTORNEY _____

WASATCH COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____, 20____, BY THE WASATCH COUNTY SURVEYOR, THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO SECTION 17-23-20 OF UTAH STATE CODE.

WASATCH COUNTY SURVEYOR _____

FINAL LOCAL ENTITY PLAT
WHITE WOLF MOUNTAIN INFRASTRUCTURE FINANCING DISTRICT
LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 2 SOUTH, RANGE 5 EAST,
AND SECTION 1 AND THE EAST HALF OF SECTION 2,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

RECORDED # _____

STATE OF UTAH, COUNTY OF WASATCH, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE\$ _____ WASATCH COUNTY RECORDER _____