PURSUANT TO THE MASTER DECLARATION, POWDER HAVEN OWNERS' ASSOCIATION, A UTAH NONPROFIT CORPORATION ("COMMUNITY ASSOCIATION"), IS RESPONSIBLE FOR MAINTAINING ALL COMMON AREA (AS DEFINED IN THE MASTER DECLARATION), IF ANY, AND SHALL HAVE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER ALL OF THE LOTS CREATED BY THIS PLAT (EACH, A "LOT") OTHER PROPERTY SUBJECT TO THE MASTER DECLARATION FOR SUCH MAINTENANCE PURPOSES, AS FURTHER DESCRIBED IN THE MASTER DECLARATION.

3. DEVELOPMENT OF THE PROPERTY IS SUBJECT TO AND SHALL CONFORM TO THE TERMS AND PROVISIONS OF THE WEBER COUNTY ZONING DEVELOPMENT AGREEMENT ("MASTER DEVELOPMENT AGREEMENT"), WHICH WAS RECORDED IN THE OFFICIAL RECORDS OF THE WEBER COUNTY RECORDER ON JANUARY 14, 2015, AS ENTRY NO. 2717835, AS AMENDED BY FIRST AMENDMENT ON JULY 12, 2019, AS ENTRY NO. 2990685, AS AMENDED BY SECOND AMENDMENT ON NOVEMBER 30, 2022, AS ENTRY NO. 3265109, AND AS MAY BE FURTHER MODIFIED FROM TIME TO TIME.

NO IMPROVEMENTS MAY BE MADE TO ANY LOT WITHOUT REVIEW AND APPROVAL OF (I) SMHG PHASE I, LLC("DECLARANT"), (II) MASTER DEVELOPER, AND (III) THE COMMUNITY ASSOCIATION AND THE ARCHITECTURAL REVIEW COMMITTEE (AS DEFINED IN THE MASTER DECLARATION), IN ACCORDANCE WITH THE MASTER DECLARATION AND THE DESIGN STANDARDS AND GUIDELINES (PROMULGATED UNDER THE MASTER DECLARATION), WHICH INCORPORATE SITE AND LANDSCAPE REQUIREMENTS, ARCHITECTURAL GUIDELINES, AS WELL AS CONSTRUCTION REGULATIONS.

5. ALL IMPROVEMENTS ON THE LOTS MUST COMPLY WITH WEBER COUNTY DRR-I ZONING. IN ADDITION, ALL IMPROVEMENTS MUST BE CONSTRUCTED WITHIN THE BUILDING ENVELOPE AS DEFINED IN THE SITE NOTEBOOK AS REPRESENTED IN THE DESIGN STANDARDS AND GUIDELINES FOR EACH LOT. THE DESIGN STANDARDS AND GUIDELINES PROVIDE ADDITIONAL RESTRICTIONS WITHIN EACH BUILDING ENVELOPE ON LIMITS OF CONSTRUCTION AND THE BUILDING FOOTPRINT. DEVELOPMENT MUST ADHERE TO THE MASTER DECLARATION, NEIGHBORHOOD DECLARATION (IF ANY), DESIGN STANDARDS AND GUIDELINES, MASTER DEVELOPMENT AGREEMENT, AND WEBER COUNTY CODE.

LANDSCAPING ON EACH LOT MUST COMPLY WITH THE MASTER DECLARATION, DESIGN STANDARDS AND GUIDELINES, AND OTHER APPLICABLE REGULATIONS. NO IRRIGATION FOR LANDSCAPING IS ALLOWED FOR ANY LOTS WITHIN VILLAGE NEST.

7. THE PROPERTY IS SUBJECT TO THE RIGHTS OF MASTER DEVELOPER AS SET FORTH IN THE MASTER DECLARATION. MASTER DEVELOPER RETAINS THE RIGHT TO EXERCISE ANY APPLICABLE RIGHTS PROVIDED FOR IN THE MASTER DECLARATION, INCLUDING, WITHOUT LIMITATION, RESERVING AND GRANTING EASEMENTS, REDUCING OR RELOCATING IMPROVEMENTS WITHIN THE COMMUNITY, ADDING ADDITIONAL FACILITIES, AND MAKING OTHER DEVELOPMENT DECISIONS, AS MASTER DEVELOPER MAY DETERMINE, IN ITS SOLE DISCRETION, AND IN ACCORDANCE WITH APPLICABLE LAW.

8. THE LOTS ARE SERVED BY WATER AND WASTEWATER LATERAL LINES. EACH OWNER OF A LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPLACEMENT OF ALL WATER AND SANITARY SEWER LATERALS SERVING A RESIDENCE AND OTHER IMPROVEMENTS ON THEIR LOT IN ACCORDANCE WITH THE REQUIREMENTS OF THE POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT ("PMWSID"). ADDITIONALLY, LOT OWNERS ARE RESPONSIBLE TO PAY ALL PMWSID CHARGES FOR CONNECTION TO THE SYSTEM AND NON-CONNECTION STANDBY FEES FOR WATER AND SEWER SERVICES. PMWSID WILL OWN ALL COMMON WATER AND SEWER MAINS AND APPURTENANCES WITHIN THE PROPERTY OUTSIDE OF THE LOTS.

9. ALL UTILITIES WITHIN PROPERTY MUST BE PLACED UNDERGROUND WITHIN THE PUBLIC UTILITY EASEMENTS DESCRIBED ON THE PLAT AS "PUE." DECLARANT RESERVES THE RIGHT TO MODIFY PUBLIC UTILITY EASEMENTS TO THE ACTUAL WIDTH OF INSTALLED UTILITIES, SUBJECT TO EXISTING UTILITY COMPANIES' RIGHTS. NO ABOVE GROUND FUEL/GAS TANKS ARE ALLOWED WITHIN LOTS OR ON THE PROPERTY OTHER THAN 20LB PROPANE GAS GRILL TANKS. PERMANENT STRUCTURES OR OBSTRUCTIONS ARE PROHIBITED WITHIN ANY PUE WITHOUT PRIOR WRITTEN APPROVAL FROM THE RELEVANT UTILITY PROVIDERS AND THE DECLARANT. UTILITY PROVIDERS HAVE THE RIGHT TO INSTALL, MAINTAIN, AND ACCESS UNDERGROUND UTILITIES AND SURFACE FACILITIES, AND MAY REQUIRE REMOVAL OF ANY OBSTRUCTIONS, SUCH AS STRUCTURES OR VEGETATION, AT A LOT OWNER'S EXPENSE. MASTER DEVELOPER MAY GRANT ADDITIONAL UTILITY EASEMENTS AS NEEDED. THIS PLAT ALSO CONVEYS A PUBLIC UTILITY EASEMENT TO UTILITY OWNERS AND/OR OPERATORS IN DESIGNATED AREAS, IN ACCORDANCE WITH UTAH CODE ANN. § 54-3-27, FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND OPERATING NECESSARY UTILITY FACILITIES.

10. THIS PLAT ESTABLISHES VILLAGE NEST ROAD AND CREATES A SEPARATE LEGAL PARCEL (SHOWN HEREON AS ROAD PARCEL I # ROAD PARCEL 2), WHICH CONTAIN PUBLIC UTILITY EASEMENTS. ROAD PARCEL I AND ROAD PARCEL 2 WILL REMAIN PRIVATE AND WILL BE CONVEYED TO, OPERATED, MAINTAINED, AND REPAIRED BY THE COMMUNITY ASSOCIATION FOR THE USE AND BENEFIT OF ITS MEMBERS, IN ACCORDANCE WITH THE MASTER DECLARATION. THE ROADS LOCATED WITHIN ROAD PARCEL I AND ROAD PARCEL 2 MAY BE RELOCATED BY THE MASTER DEVELOPER AS DESCRIBED IN THE MASTER DECLARATION AND IN ACCORDANCE WITH APPLICABLE WEBER COUNTY ORDINANCES. THIS PLAT DOES NOT GRANT THE PUBLIC ANY RIGHTS TO USE THE ROADS LOCATED WITHIN THE PLAT OR CREATE OBLIGATIONS ON WEBER COUNTY TO MAINTAIN OR REPAIR THE ROADS. ALL USE AND MAINTENANCE OF ROAD PARCEL I AND ROAD PARCEL 2 WILL BE GOVERNED BY THE TERMS AND PROVISIONS OF THE MASTER DECLARATION, AS APPLICABLE. DECLARANT RESERVES FOR ITSELF AND MASTER DEVELOPER A BLANKET EASEMENT AND RIGHT OF WAY OVER ROAD PARCEL A AND THE TURNAROUND AREAS FOR CONSTRUCTING, MAINTAINING, AND OPERATING TUNNELS, BRIDGES, AND/OR SKI LIFTS OVER AND UNDER THE ROADS.

II. DECLARANT RESERVES THE RIGHT UNILATERALLY TO AMEND THE PLAT WITHOUT THE CONSENT OR APPROVAL OF THE OWNERS THE LOTS, WHETHER AFFECTED BY SUCH AMENDMENT OR NOT, TO SATISFY GOVERNMENTAL REQUIREMENTS, CORRECT MISTAKES, REMOVE OR CLARIFY AMBIGUITIES, OR FOR OTHER PURPOSES, PROVIDED IT DOES NOT MATERIALLY ADVERSELY AFFECT TITLE, AND SUCH AMENDMENT COMPLIES WITH WEBER COUNTY ORDINANCES AND UTAH LAW. AS FURTHER SET FORTH IN THE MASTER DECLARATION, BY ACCEPTING A LOT, EACH LOT OWNER IRREVOCABLY APPOINTS MASTER DEVELOPER AS ITS ATTORNEY-IN-FACT TO REALIGN AND ADJUST BOUNDARY LINES BY AMENDING THE PLAT OR OTHERWISE IN ACCORDANCE WITH LAW.

12. DECLARANT RESERVES FOR ITSELF, ITS SUCCESSORS, ASSIGNS, COMMUNITY ASSOCIATION, AND MASTER DEVELOPER AN EASEMENT FOR CONSTRUCTING AND MAINTAINING SKI TRAILS AND OTHER SKI IMPROVEMENTS, AND FOR SKIERS' INGRESS, EGRESS, AND RECREATIONAL PURPOSES OVER AND ACROSS THE LOTS AND OTHER PROPERTY ("SKI EASEMENT"). THE PLAT SPECIFICALLY IDENTIFIES THE LOCATION OF ADDITIONAL ACCESS EASEMENT & LIFT STATION EASEMENT.. MASTER DEVELOPER MAY MODIFY BOTH EASEMENTS, INCLUDING IMPROVEMENTS WITHIN THE ACCESS EASEMENT & LIFT STATION EASEMENT, WITHOUT AMENDING THIS PLAT AS MORE FULLY DESCRIBED IN THE MASTER DECLARATION.

13. DECLARANT RESERVES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, AND MASTER DEVELOPER, A TEMPORARY BLANKET EASEMENT ACROSS ALL LOTS ADJACENT TO A PRIVATE ROAD ("SLOPE EASEMENT") AS MORE FULLY DESCRIBED IN THE MASTER DECLARATION. SUCH SLOPE EASEMENT IS FOR THE BENEFIT OF THE MASTER DEVELOPER, ITS EMPLOYEES, AND CONTRACTORS, FOR THE PURPOSE OF STABILIZING, CONSTRUCTING CUT SLOPES AND FILL SLOPES, AND PERFORMING OTHER CONSTRUCTION AND MAINTENANCE TO PREVENT EROSION ALONG THE PRIVATE ROADS. THE SLOPE EASEMENT ON EACH LOT SHALL AUTOMATICALLY TERMINATE AT SUCH TIME AS A CERTIFICATE OF OCCUPANCY IS ISSUED FOR A RESIDENTIAL BUILDING CONSTRUCTED ON SUCH LOT, AT WHICH TIME A SUBSTITUTE EASEMENT MAY BE REQUIRED BY WEBER COUNTY AND/OR MASTER DEVELOPER FOR ONGOING MAINTENANCE AND REPAIR.

14. CERTAIN PARCELS MAY BE DESIGNATED AS "OPEN SPACE." SUCH OPEN SPACE PARCELS WILL BE INITIALLY OWNED BY DECLARANT AND ARE NOT PART OF ANY COMMON AREA UNLESS DESIGNATED AS SUCH BY DECLARANT OR CONVEYED BY DECLARANT TO THE COMMUNITY ASSOCIATION. NOTWITHSTANDING THE DESIGNATION AS OPEN SPACE, THE PERMITTED USES AND ANY APPLICABLE RESTRICTIONS FOR SUCH OPEN SPACE PARCELS ARE SET FORTH IN THE MASTER DECLARATION.

15. DECLARANT RESERVES THE RIGHT, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, AND MASTER DEVELOPER, TO BUILD FACILITIES AND AMENITIES WITHIN ANY AREA DESIGNATED AS OPEN SPACE, AND RESERVES THE RIGHT TO AMEND, RELOCATE, REDUCE, OR OTHERWISE CHANGE THE AREAS DESIGNATED AS OPEN SPACE SO LONG CHANGES TO AREAS DESIGNATED AS OPEN SPACE COMPLY WITH LAW. DECLARANT GRANTS A BLANKET DRAINAGE EASEMENT OVER ALL OPEN SPACE PARCELS AS FURTHER DESCRIBED IN THE OWNER'S DEDICATION OF THIS PLAT.

16. THE LOTS ARE IN A SKI RESORT AREA ("SKI RESORT") WHERE SNOWFALLS, WIND PATTERNS, AND OTHER CONDITIONS COULD CAUSE AVALANCHES. NO STUDIES HAVE BEEN CONDUCTED TO DETERMINE IF ANY LOTS ARE IN AVALANCHE ZONES. CERTAIN SKI RESORT AREAS MAY BE SUBJECT TO AVALANCHE CONTROLS, POTENTIALLY INVOLVING EXPLOSIVE CHARGES AND TEMPORARY CLOSURES, DECLARANT MAKES NO REPRESENTATIONS AS TO SKI RESORT OPERATIONS OR AVALANCHE RISKS, AND EACH OWNER SHOULD CONDUCT INDEPENDENT STUDIES BEFORE CONSTRUCTING ANY IMPROVEMENTS ON A LOT.

17. SMHG PHASE I, LLC RESERVES FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, MASTER DEVELOPER, AND COMMUNITY ASSOCIATION, A 10 FOOT SNOW STORAGE EASEMENT ("SNOW STORAGE EASEMENT") EXTENDING BEYOND AND PARALLEL TO ROAD PARCEL A, AND MEASURED PERPENDICULAR FROM FRONT PROPERTY LINE 5 FEET INTO EACH LOT EXCLUDING LOT 10. PRIVATE ROADS WITHIN THE PROPERTY GENERALLY HAVE A 50-FOOT RIGHT-OF-WAY. WHICH PROVIDES APPROXIMATELY 10 FEET BETWEEN THE BACK OF THE CURB AND THE FRONT PROPERTY LINE OF THE LOTS. THE AREA WITHIN THIS RIGHT-OF-WAY ALONG WITH THE SNOW STORAGE EASEMENT WILL BE UTILIZED FOR STORING SNOW ("SNOW STORAGE AREA"). NO PERSON SHALL MOVE SNOW FROM A LOT OR PRIVATE PROPERTY AND DEPOSIT IT INTO THE SNOW STORAGE AREA. EACH LOT OWNER MUST DESIGNATE A PRIVATE SNOW STORAGE AREA WITHIN THEIR LOT TO ACCOMMODATE SNOW REMOVED FROM SURFACES ON THEIR LOT.

18. ALL LOT OWNERS ARE RESPONSIBLE FOR MANAGING STORMWATER RUNOFF ON THEIR INDIVIDUAL LOT AND WITHIN THEIR PROPERTY.

19. PARKING IS PROHIBITED ON ANY PRIVATE ROADS AND COUNTY ROADS.

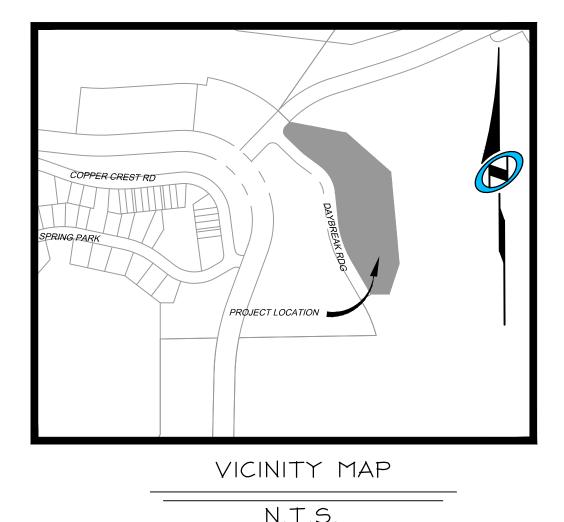
20. THESE PLAT NOTES RUN WITH THE PROPERTY AND SHALL BE BINDING UPON AND INSURE TO THE BENEFIT OF THE SUCCESSORS AND ASSIGNS OF EACH LOT OWNER.

21. OWNERS AND POTENTIAL BUYERS ARE PUT ON NOTICE THAT OWNING PROPERTY WITHIN THE RESORT AREA ("RESORT") INVOLVES RISKS SUCH AS PROPERTY DAMAGE, PERSONAL INJURY, AND DEATH CAUSED BY RESORT ACTIVITIES, INCLUDING SKIING, SNOWBOARDING, MOUNTAIN BIKING, HEAVY EQUIPMENT USE, SNOWMAKING, CONSTRUCTION, AND NATURAL CONDITIONS LIKE SNOWFALL, WIND, AND RUNOFF. SNOWMAKING MAY RESULT IN ARTIFICIAL SNOW OVERSPRAY IMPACTING THE LOTS. RESORT OPERATIONS MAY GENERATE NOISE, LIGHTS, AND VIBRATIONS FROM AVALANCHE CONTROL, GROOMING, LIFT OPERATIONS, AND MAINTENANCE, WHICH MAY OCCUR DURING EARLY MORNING, EVENING, AND LATE-NIGHT HOURS. SPECIAL EVENTS LIKE CONCERTS FIREWORKS, AND MARKETS MAY AFFECT VIEWS AND PRIVACY. PASSENGER, COMMERCIAL, AND CONSTRUCTION VEHICLES OPERATE THROUGHOUT THE AREA, AND AVALANCHES OR SNOW SLIDES MAY CAUSE DAMAGE OR INJURY. BY ACCEPTING A DEED OR INTEREST IN ANY LOT, THE OWNER, SUCCESSORS, AND ASSIGNS: (A) ACKNOWLEDGES, ACCEPTS, AND ASSUMES THE RISKS OF PROPERTY DAMAGE, LOSS OF PROPERTY VALUE, DAMAGE TO IMPROVEMENTS, PERSONAL INJURY, DEATH, TRESPASS, OR NUISANCE CAUSED BY OR ARISING FROM THE HAZARDS AND RISKS IDENTIFIED IN THIS NOTE, AND OTHER RISKS ASSOCIATED WITH RESORT OPERATIONS (COLLECTIVELY, THE "ASSUMED RISKS"); AND (B) RELEASES, WAIVES, DISCHARGES, AND AGREES NOT TO SUE THE RESORT OWNER, OPERATOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, AFFILIATES, EMPLOYEES, CONTRACTORS, CONSULTANTS, AGENTS, SUCCESSORS, AND ASSIGNS FOR ANY DAMAGES, LOSSES, COSTS (INCLUDING ATTORNEYS' FEES), CLAIMS, DEMANDS, SUITS, JUDGMENTS, OR LIABILITIES ARISING FROM THE ASSUMED RISKS, EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS RELEASE IS INTENDED TO BE COMPREHENSIVE, WHILE COMPLYING WITH APPLICABLE LAW, AND DOES NOT LIMIT THE LIABILITY OF INDIVIDUAL SKIERS, SNOWBOARDERS, OR OTHER RESORT USERS.

22. VILLAGE NEST AT POWDER MOUNTAIN IS LOCATED WITHIN THE NATURAL HAZARD AREA. A GEOTECHNICAL AND GEOLOGIC INVESTIGATION HAS BEEN PERFORMED BY "IGES" DATED DECEMBER I, 2016, PROJECT #01628-015. THE FINAL REPORT IS AVAILABLE FOR PUBLIC REVIEW AT THE WEBER COUNTY

## VILLAGE NEST EAST 2025 VACATING AND REPLACING VILLAGE NESTS EAST AT POWDER MOUNTAIN - PRUD

LOCATED IN THE NORTHEAST QUARTER SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH JUNE 2025



#### OWNER'S DEDICATION:

SMHG PHASE I, LLC ("DECLARANT"), AS THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, DOES HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND PARCELS AS SHOWN HEREON, SUBJECT TO ALL OF THE RESTRICTIONS, RIGHTS AND LIMITATIONS SET FORTH IN THE PLAT NOTES, AND NAME SAID TRACT, TO BE KNOWN SHELTER HILL AT POWDER MOUNTAIN, AND DOES HEREBY:

• PRIVATE STREETS, ACCESS, RIGHTS-OF-WAY. DEDICATE AND RESERVE UNTO DECLARANT, ITS HEIRS, GRANTEES AND ASSIGNS, A RIGHT-OF-WAY TO BE USED IN COMMON WITH ALL OTHERS WITHIN SAID SUBDIVISION (AND THOSE ADJOINING SUBDIVISIONS, EXISTING OR FUTURE) ON, OVER AND ACROSS ALL THOSE PORTIONS OR PARTS OF SAID TRACT OF LAND DESIGNATED ON SAID PLAT AS PRIVATE STREETS AS ACCESS TO THE INDIVIDUAL LOTS, TO BE MAINTAINED BY POWDER MOUNTAIN OWNERS ASSOCIATION, INC., A UTAH NONPROFIT CORPORATION ("COMMUNITY ASSOCIATION"), WHOSE MEMBERSHIP CONSISTS OF DECLARANT AND THE OWNERS OF THE LOTS DEPICTED ON THIS PLAT.

• PUBLIC UTILITY AND DRAINAGE EASEMENTS. GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED AS PUBLIC UTILITY, STORM WATER DETENTION PONDS AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS. • PRIVATE EASEMENTS. GRANT AND DEDICATE THOSE CERTAIN EASEMENTS DESCRIBED IN NOTES 12, 13, 14,

• OPEN SPACE AREAS. DECLARANT RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN AND IMPLEMENT PUBLIC HIKING AND BIKING TRAILS WITHIN THE DEFINED OPEN SPACE AREAS. THE DECLARANT SHALL ALSO HAVE THE RIGHT TO CONSTRUCT, MAINTAIN AND IMPLEMENT THE PRIVATE SKI TRAILS THROUGHOUT THE OPEN SPACE PARCELS FOR WINTER RECREATION.

AND 17 OF THIS PLAT. SUCH NOTES AND THE RESERVATION AND GRANT OF EASEMENTS DESCRIBED THEREIN

# ACKNOWLEDGEMENT:

ARE INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHER				OWNER'S	DEDICATION	AS	0F	THE
DAY	′ OF	, 20	2					
SHELTER HILL D		,		<del></del>				

BY:
NAME:
TITLE:

STATE OF UTAH COUNTY OF WEBER

. A NOTARY PUBLIC, \_\_\_\_\_ AS THE AUTHORIZED SIGNATORY OF PERSONALLY APPEARED\_\_\_\_\_ SHELTER HILL DEVELOPER LLC, A DELAWARE LIMITED LIABILITY COMPANY, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS INSTRUMENT, AND DULY ACKNOWLEDGED THAT HE/SHE EXECUTED THIS INSTRUMENT IN HIS/HER AUTHORIZED CAPACITY ON BEHALF OF SAID COMPANY, INTENDING TO BE LEGALLY BOUND. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC SIGNATURE:	
RESIDING IN:,	
COMMISSION #:,	
1Y COMMISSION EXPIRES:	

#### SURVEYOR'S CERTIFICATE

. NATHAN CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR AND HOLD A LICENSE IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT, AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, IN ACCORDANCE WITH STATE CODE AND COUNTY ORDINANCE WCO 106-1-8(C)(2), AND THAT THIS PLAT, VILLAGE NESTS EAST 2025, IN WEBER COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREON DESCRIBED LANDS, BASED UPON DATA COMPILED FROM RECORDS IN THE WEBER COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF APPLICABLE STATUTES AND ORDINANCES OF WEBER COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

NATHAN CHRISTENSEN PROFESSIONAL LAND SURVEYOR UTAH CERTIFICATE NO. 10175991



#### LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS ON THE NORTHERLY RIGHT OF WAY LINE OF DAYBREAK RIDGE, SAID POINT BEING SOUTH 618.43 FEET, AND EAST 1564.20 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89°55'51" WEST ALONG THE LINE BETWEEN THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE, TIE FROM THE NORTHWEST CORNER OF SECTION 6, TO THE NORTH QUARTER CORNER OF SECTION 8 IS SOUTH 53°43'38" EAST 9312.68 FEET), AND RUNNING, THENCE EASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, (CHORD BEARS SOUTH 89°59'50" EAST, 27.77 FEET), THROUGH A CENTRAL ANGLE OF 87°55'57", FOR AN ARC DISTANCE OF 30.69 FEET; THENCE EASTERLY ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, (CHORD BEARS NORTH 71°40'38" EAST, 129.82 FEET), THROUGH A CENTRAL ANGLE OF 51°16'54", FOR AN ARC DISTANCE OF 134.25 FEET; THENCE SOUTH 82°40'55" EAST, 244.29 FEET; THENCE SOUTH 52°45'07" EAST, 51.39 FEET; THENCE SOUTH 37°14'53" WEST, 38.00 FEET; THENCE NORTH 52°45'07" WEST, 28.70 FEET; THENCE SOUTH 33°08'25" WEST, 38.68 FEET; THENCE NORTH 74°27'58" WEST, 14.87 FEET; THENCE SOUTH 5°29'08" EAST, 284.96 FEET; THENCE SOUTH 10°33'40" WEST, 13.48 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 484.00 FEET, (CHORD BEARS SOUTH 12°34'57" WEST, 34.14 FEET), THROUGH A CENTRAL ANGLE OF 4°02'34", FOR AN ARC DISTANCE OF 34.15 FEET; THENCE SOUTH 14°36'14" WEST, 92.17 FEET; THENCE SOUTH 63°56'35" WEST, 16.83 FEET; THENCE WEST, 86.01 FEET; THENCE SOUTH 59°58'58" WEST, 30.64 FEET, TO THE EASTERLY LINE OF PARCEL 5 OF THE SUMMIT EDEN PHASE ID AMENDMENT 3; THENCE NORTHERLY ALONG SAID EASTERLY PARCEL LINE, NORTH 30°01'02" WEST, 20.00 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF DAY BREAK RIDGE; THENCE ALONG SAID SOUTHERLY ROW LINE, NORTH 59°58'58" EAST, 36.00 FEET, TO THE EASTERLY LINE OF DAYBREAK RIDGE; THENCE ALONG SAID EASTERLY LINE OF DAYBREAK RIDGE FOLLOWING EIGHT (8) COURSES; 1) THENCE NORTH 30°01'02" WEST, 126.68 FEET; 2) THENCE NORTHERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 307.00 FEET, (CHORD BEARS NORTH 17°51'53" WEST, 129.26 FEET), THROUGH A CENTRAL ANGLE OF 24°18'18", FOR AN ARC DISTANCE OF 130.23 FEET; 3) THENCE NORTH 5°42'44" WEST, 87.37 FEET; 4) THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 118.00 FEET, (CHORD BEARS NORTH 29°46'51" WEST, 96.25 FEET), THROUGH A CENTRAL ANGLE OF 48°08'14", FOR AN ARC DISTANCE OF 99.14 FEET; 5) THENCE NORTH 53°50'59" WEST, 10.76 FEET; 6) THENCE NORTH 53°50'59" WEST, 46.43 FEET; 7)THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 232.00 FEET, (CHORD BEARS NORTH 49°56'25" WEST, 31.63 FEET), THROUGH A CENTRAL ANGLE OF 7°49'07", FOR AN ARC DISTANCE OF 31.66 FEET; 8) THENCE NORTH 46°01'51" WEST, 26.77 FEET, TO THE POINT OF BEGINNING.

LOCATED IN THE NORTHEAST QUARTER OF SECTION OF SECTION OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN.

CONTAINING 122,100 SQUARE FEET, ORT 2.803 ACRES, MORE OR LESS.

TITLE:

### SURVEYOR'S NARRATIVE:

- 1. THE PURPOSE FOR THIS SURVEY AND PLAT IS TO SUBDIVIDE THE AFORESAID TRACT OF LAND INTO LOTS, STREETS, PARCELS AND EASEMENTS AS SHOWN HEREON AND AS DIRECTED BY THE CLIENT.
- 2. THE BASIS-OF-BEARING FOR THIS PLAT IS N 89°55'5" W ALONG THE NORTH SECTION LINE BETWEEN THE NORTHEAST CORNER OF SECTION I, T.7N., R.IE., S.L.B.&M., AND A FOUND WEBER COUNTY MONUMENT AT THE INTERSECTION OF THE WEBER/CACHE COUNTY LINE AND SAID SECTION SECTION LINE. (THIS BEARING DIFFERS FROM THE WEBER COUNTY SURVEYOR'S BEARING BY 00°00'14" AS SHOWN ON THE COUNTY LINE DECLARATION RECORD PLAT BOOK 74, PAGE 64.)



TALISMAN
1588 SOUTH MAIN STREET SUITE 200

SALT LAKE CITY, UT 84115 801.743.1300

RECORDED #
STATE OF UTAH, COUNTY OF WEBER, RECORDED AND FILED AT THE
REQUEST OF:
ENTRY NO:
DATE:TIME:
BOOK:PAGE:
 FEE \$
WEBER COUNTY RECORDER

WEBER COUNTY ATTORNEY OWNER

HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND

AFFECT. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ , 20 \_\_\_\_.

SIGNATURE

WEBER COUNTY SURVEYOR 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.

WEBER COUNTY ENGINEER I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS. SIGNED THIS \_\_\_\_\_\_ DAY OF\_\_\_\_\_\_ , 20\_\_\_\_

WEBER COUNTY PLANNING COMMISSION APPROVAL THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC MPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH THIS \_\_\_\_\_\_ , 20\_\_\_\_\_ , 20\_\_\_\_\_ ,

WEBER COUNTY COMMISSION ACCEPTANCE

CHAIRMAN, WEBER COUNTY COMMISSION ATTEST: \_

3923 N. WOLF CREEK DR. EDEN, UT, 84310

SMHG PHASE I, LLC

SIGNED THIS \_\_\_\_\_\_, 20\_\_\_\_\_\_, 20\_\_\_\_\_\_.

COUNTY SURVEYOR

SIGNATURE

CHAIRMAN-WEBER COUNTY PLANNING COMMISSION

