AMENDMENT TO WEBER COUNTY ZONING DEVELOPMENT AGREEMENT FOR THE WOLF CREEK RESORT FOR PARCEL #22-021-0142

This	AMENDM	1ENT	TO V	WEBER	COUNTY	ZONING	DEVI	ELO	PMEN	T		
AGR	EEMENT	FOR	THE	WOLF	CREEK	RESORT	FOR	PA	RCEL	#22-021	-0142	(the
"Am	endment"), i	is made	e this_	d	ay of		1	by	and	between	SUM	MIT
MOU	JNTAIN HO	OLDIN	GGR	OUP, L.L	.C., a Utah	limited liab	ility co	mpa	ny (" S I	MHG"), a	nd WE	BER
COU	NTY, a bod	ly politi	ic in th	e State of	Utah ("Co	unty"). SMI	HG and	d Co	unty ar	e collectiv	ely ref	erred
to as	the "Parties	."				-			-		-	

RECITALS

- A. County and Wolf Creek Properties, L.C., a Utah limited liability company ("Original Developer"), entered into that certain Zoning Development Agreement dated October 11, 2002 and recorded in the Official Records of Weber County on October 22, 2002 as Entry No. 1883524, as amended by that certain Agreement Amending and Clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort, recorded in the Official Records of Weber County on December 4, 2015 as Entry No. 2768159, and by that certain Second Amendment to Weber County Zoning Development Agreement for the Wolf Creek Resort ("Second Amendment"), recorded in the Official Records of Weber County on July 5, 2016 as Entry No. 2802028.
- B. Density entitlements for the Resort have been assigned to the parcels within the Resort (each a "Development Parcel") as contemplated by the Development Agreement and in accordance with County's land use code.
- C. SMHG is the owner and developer of the Wolf Barn parcel #22-021-0142 ("Wolf Barn Parcel"). The Wolf Barn Parcel has assigned density entitlements for 0 units. See **Exhibit A** for legal description and Parcel Map.
- D. SMHG plans to develop a bus terminal, support structures, parking lot, and consider adjacent property easements and utility improvements under the current AV-3 zoning designation. No density allocation is needed to develop these uses.
- E. The Parties intend that development of the Wolf Barn Parcel pursuant to this Amendment will result in planning and transit benefits to the County and its residents by, among other things, allowing development of the Wolf Barn Parcel as a bus and transit hub with parking and support for recreational uses.

- F. SMHG desires to improve the appearance of the Wolf Barn Parcel and create a more pleasant visual setting for the site by adding landscaping and design elements that better fit the valley resort area conditions. New facilities shall mimic traditional agrarian forms, similar to barns and outbuildings as set forth in **Exhibit B**.
- G. The County acknowledges that keeping recreation on-site or moving recreation activities off-site with a donation to local parks are both acceptable solutions for meeting the recreation standard per the intent of the Development Agreement and zoning.
- H. This Amendment sets forth matters regarding permitted uses, site layout and improvement development, approval of a landscape plan, lighting, and recreational uses.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties acknowledge the Parties agree as follows:

AGREEMENT

- 1. <u>Incorporation of Recitals</u>. The recitals set forth above are incorporated in this Amendment as if fully set forth in the body of this Amendment.
- 2. <u>Term.</u> The term of this Agreement (the "Term") begins on execution and will expire on December 31, 2030, unless Developer has satisfied the following milestones:
 - Commencement of the Improvements no later than October 1, 2028 (e.g., issuance of a building permit and commencement of vertical construction); and
 - Substantial Completion of the Improvements no later than December 31, 2030, subject to Force Majeure and documented Governmental delay.
 - If the foregoing milestones are not satisfied within the stated timeframes (as extended for Force Majeure/Governmental Delay), this Agreement automatically terminates, and any unexercised development/construction rights granted herein expire with no further effect.
- 3. <u>Lot of Record Acknowledgement</u>. The County hereby reaffirms that the Wolf Barn Parcel is a Lot of Record. This acknowledgement shall survive this Agreement.
- 4. <u>Development Agreement and all Applicable Amendments Remain in Effect</u>. This Amendment shall be considered supplemental to the Development Agreement. Except as expressly amended by this Amendment, the Development Agreement shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this Amendment.
- 5. <u>Permitted Uses</u>. As set forth in attached **Exhibit C**, in addition to all uses authorized by Weber County Code, the Development Agreement and Amendments, the

following non-exhaustive list of uses is explicitly authorized as permitted uses for the Subject Property:

Bus/Transit Terminal (with restrooms and storage)
Up to 800 parking stalls
Fencing (for trespass, site protection, and as part of landscaping plans)
Storage/bus building & transit office with maintenance facilities
Recreation uses and easements
Public Utility improvements and infrastructure

- 6. <u>Landscape Plan</u>. Landscaping; Irrigation Contingency. The County approves the landscape plan attached as **Exhibit D** (the "Landscape Plan"). SMHG shall commence implementation of the Landscape Plan no later than October 1, 2028, and complete implementation no later than December 31, 2030; provided, however, that SMHG's obligation to implement the Landscape Plan is expressly conditioned on SMHG obtaining a legally available and physically deliverable source of water for irrigation. SMHG shall use commercially reasonable best efforts to obtain such irrigation water, including applying to the service district and pursuing all other reasonably available avenues. If, despite such efforts, irrigation service is denied by the service district and no other reasonable source is available, SMHG shall not be in default for non-implementation of the Landscape Plan.
- 7. <u>Dark Sky</u>. SMHG shall minimize exterior lighting installed on the Wolf Barn Parcel by implementing the Weber County Land Use Code, Title 108, Chapter 16 "Ogden Valley Outdoor Lighting".
- 8. Recreational Use. The parties acknowledge that the portion of the Wolf Barn Parcel designated in **Exhibit E** (the "Back Portion") is currently used as recreational cycling pump track which will be improved and enhanced as part of the Landscaping Plan (the "Recreational Use"). If SMHG elects to change the Recreational Use for any reason, then SMHG will donate Twenty-five Thousand Dollars (\$25,000) to the Ogden Valley Parks Service Area (including any successor entity, "OVPSA") to be used in the OVPSA's discretion for other park or recreational projects solely within Ogden Valley.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Signed and Dated day of , 2025 WEBER COUNTY, UTAH Name:____ Its:_____ STATE OF UTAH) : ss. COUNTY OF WEBER) The foregoing instrument was acknowledged before me this ______ day of ______, 2025, by ______, who is the ______ of WEBER COUNTY, UTAH. NOTARY PUBLIC Residing at _____ My Commission Expires:

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment

Signed and Dated	day of	, 2025	
		IT MOUNTAIN HOLDING GROU company	P, LLC a Utah limited
	Name:		
STATE OF UTAH)		
COUNTY OF	: ss.		
		acknowledged before me this	
, 2025, by COUNTY, UTAH.		, who is the	of WEBER
		NOTARY PUBLIC Residing at	
My Commission Expi	res:		
	-		

EXHIBIT A
Legal Description

Beginning at a point on the West line of Section 27, Township 7 North, Range 1 East, Salt Lake Base and Meridian, said point being South 00°21'35" West 303.60 feet along the Section line from the Northwest corner of said Section 27; thence as follows: South 00°21'35" West 1648.55 feet along the Section line; thence South 89°38'25" East 514.00 feet; thence North 16°42'35" East 436.00 feet; thence North 66°40'35" East 251.83 feet; thence South 21°51'00" East 21.84 feet; thence North 66°19'00" East 14.59 feet; thence South 21°06'00" East 1577.00 feet; thence North 69°23'00" East 1233.44 feet to the West right-of-way line of a county road; thence the following ten courses along said right-of-way. North 00°01'20" East 261.46 feet to a tangent curve to the left; thence Northwesterly 252.59 feet to along said curve to a tangent line (r=444.46' delta=32°33'42" t=129.81' ch=249.20' chb=North 16°15'31" West); thence North 32°32'25" West 103.33 feet to a tangent curve to the left; thence Northwesterly 192.05 feet along said curve to a tangent line (r=1399.39', delta =7°51'48" t=96.18' ch=191.90' chb=North 36°28'19" West); thence North 40°24'10" West 169.44 North 42°36'10" West 335.57 North 43°46'40" West 115.17 to a tangent curve the right; thence Northwesterly 115.73 to a tangent line (r=1468.39', delta=4°30'56", t=57.89' ch=115.70' chb=North 41°31'12" West); thence North 39°15'40" West 409.77 feet thence North 82°30'25" West 34.06 feet leaving said right-of-way to a fence line; thence South 14°10'56" East 68.66 feet along said fence line; thence South 11°47'49" West 117.26 feet along a fence line; thence South 21°20'05" West 25.39 feet along a fence line; thence South 24°36'53" West 51.03 feet along a fence line; thence South 57°22'28" West 88.24 feet along a fence line; thence South 70°29'34" West 67.47 feet along a fence line; thence South 79°22'00" West 459.60 feet; thence South 75°37'56" West 8.51 feet; thence North 10°47'38" West 548.62 feet; thence North 05°59'21" West 104.55 feet; thence North 07°09'27" East 139.25 feet; thence North 76°28'25" West 870.49 to the point of beginning.

Less and excepting any portion with the Bowden Storage Subdivision (Book 70, Page 56) Also less and excepting any portion lying within the recorded subdivision plats of Mountain View Estates No. 6, recording in Book 56 at Page 004; Mountain View Estates No. 7, recorded in Book 58 at Page 005; Mountain View Estates No. 8, recorded in Book 60 at Page 005 and Mountain View Estates No. 9, recording in Book 61 at Page 067 of plats in the Weber County Recorder's Office.

Also less and excepting therefrom:

That portion of the Northwest Quarter of Section 27, 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 Northwest corner of said Section 27, thence South 89°07'33" East 202.25 feet along the Northerly line of said Section 27, thence South 00°00'00" East 323.14 feet to an existing fence and the point of beginning, thence South 76°39'20" East 466.04 feet along said

existing fence line, thence South 13°20'40" West 144.53 feet, thence South 67°26'07" East 232.46 feet, thence South 10°55'47" East 529.61 feet to the beginning of a curve concave Northwesterly having a radius of 87.31 feet, thence Southwesterly 166.04 feet along said curve through a central angle of 108°57'42", thence North 81°58'05" West 762.31 feet to the beginning of a curve concave Northeasterly having a radius of 50.00 feet, thence Northwesterly 73.54 feet along said curve through a central angle of 84°16'06", thence North 02°18'01" East 506.77 feet to the beginning of a curve concave Easterly having a radius of 300.00 feet, thence Northerly 157.99 feet along said curve through a central angle of 30°10'25" thence North 32°28'26" East 174.22 feet to the point of beginning. Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land and easements 10.00 feet in width, lying 5.00 feet on each side of any and all existing waterlines located within the grantors property that are feeding or receiving water from the pond located within 107784 This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form, above described parcel of land, the approximate center line of the easement is depicted on the attached photo as a dotted line.

Also Less and excepting therefrom:

A part of the Northwest quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, Beginning at the intersection of the West line of Said Northwest quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian at a point South 00°21'36" West 277.445 feet from said Northwest quarter of Section 27 and running thence South 76°39'25" East 209.63 feet; thence South 32°24'15" West 174.56 feet; thence along the are of a 300.00 foot radius tangent curve to the left 157.99 feet, having a central angle of 30°10'26", with a Chord that bears South 17°23'14" West 156.17 feet; thence South 02°18'01" West 506.77 feet; thence along the arc of a 50.00 foot radius tangent curve to the left 73.54 feet, having a central angle of 84°16'16", with a chord that bears South 39°49'58" East 67.09 feet; thence South 81°58'05" East 762.31 feet; thence along the arc of a 87.31 foot radius tangent curve to the left 124.96 feet, having a central angle of 82°00'18", with a chord that bears North 57°01'34" East 114.57 feet; thence South 19°00'59" East 68.23 feet; thence South 78°13'23" West 95.95 feet; thence North 81°58'05" West 879.98 feet to the West line of said Northwest quarter; thence along said West line North 00°21'36" East 907.99 feet to the Point of Beginning.

Also less and excepting therefrom:

A part of the Northwest quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at a point South 00°21′36″ West 433.41 feet and East 658.50 feet from the Northwest corner of Said Section 27 and running thence South 76°39′25″ East 195.08 feet; thence South 05°58′10″ West 139.25 feet; thence South 07°21′03″ East 46.70 feet; thence North 67°26′07″ West 232.46 feet; thence North 13°20′40″ East 144.53 feet to the Point of Beginning.

Also Less and Excepting therefrom:

Beginning at a point on the Northwesterly line of Mountain View Estates No.9 Subdivision, as recorded in the Office of the Weber County Recorder, said point being South 16°01′51″ West along said Northwesterly line 30.53 feet from the Northwesterly corner of Lot 48, of Said subdivision, said point also being North00°21′48″ East along the Section line 1102.73 feet and East 618.72 feet from the West quarter corner of Section 27, Township 7 North, Range 1 East, Salt Lake Base and Meridian and running thence along said subdivision the following two courses: 1) South 16°01′51″ West 403.76 feet, more or less, 2) South 23°33′25″ East 0.67 feet, more or less; thence South 85°00″00″ West 203.97 feet; thence North 01°05′43″ West 230.73 feet; thence North 43°24′03″ East 45.78 feet; thence North 63°37′28″ East 320.77 feet to the Point of Beginning.

Also Less and Excepting therefrom:

Beginning at a point on the Easterly line of Mountain View Estates No.6 Subdivision as recorded in the Office of the Weber County Recorder, said point being South 89°35'04" East along the Section line 1523.52 feet and North 2455.90 feet from the Southwest corner of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian and running thence along said Easterly line the following three courses: 1) North 29°14′59" West 5.44 feet, 2) South 82°19'05" West 15.75 feet, 3) North 24°05'32" West123.99 feet to the Southeasterly corner of Mountain View Estates No.7 Subdivision, as recorded in the Office of the Weber County Recorder; thence North 22°58′57" West along the Easterly line and line extended of said Mountain View Estates No.7 Subdivision a distance of 237.37 feet to a point on the Easterly line of Mountain View Estates No.8 Subdivision, as recorded with the Office of the Weber County Recorder; thence North 20°32′25" West 88.89 feet to the Southeasterly corner of Mountain View Estates No.9 Subdivision, as recorded in the Office of 107784 This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may

be in electronic form. the Weber County Recorder; thence North 20°33′47″ West along the Easterly line of said Mountain View Estates No.9 subdivision a distance of 327.64 feet; thence North 68°17′28″ East 660.32 feet; thence South 21°04′29″ East 712.09 feet; thence North 69°39′59″ East 587.18 feet to a pint on the Westerly right of way line of Wolf Creek Drive; thence South 00°01′20″ West along said right of way line 96.01 feet to the Northeast corner of Irene Ogden Subdivision No., as recorder in theOffice of the Weber County Recorder; thence South 69°39′59″ West along said Northerly line and line extended 1186.19 feet to the Point of Beginning.

Also Less and Excepting therefrom:

Part of the West ½ of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian at a point 714.0 feet North and 514.0 feet from the West quarter corner of said Section 27 and running thence South 23°30′00″ East 1217.4 feet; South 68°28′25″ West 298.43 feet South 69°23′00″ West 118.18 feet; thence North 22°55′00″ West 600.71 feet; thence North 20°00′00″ East 85.20 feet and North 08°39′00″ West 619.10; thence North 85°00′00″ West 203.15 feet to the Point of Beginning.

Also Less and Excepting therefrom:

A part of the West half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at a point on the West line of Said Section being located at a point South 00°21′13″ East 111.70 feet from the West quarter corner of said Section 27 and running thence along the West line of said Section 27, North 00°21′13″ East 111.70 feet to said West quarter corner; thence along the West line of said Section 27, North 00°21′36″ East 680.92 feet; thence North 87°06′30″ East 307.15 feet; thence South 08°03′45″ East 623.10 feet; thence South 13°20′13″ West 84.68 feet; thence South 23°02′15″ East 595.14 feet; South 68°34′56″ West 532.89 feet; thence North 123.07 feet; thence North 03°02′24″ West 510.60 feet; thence North 89°38′47″ West 89.32 feet to the Point of Beginning.

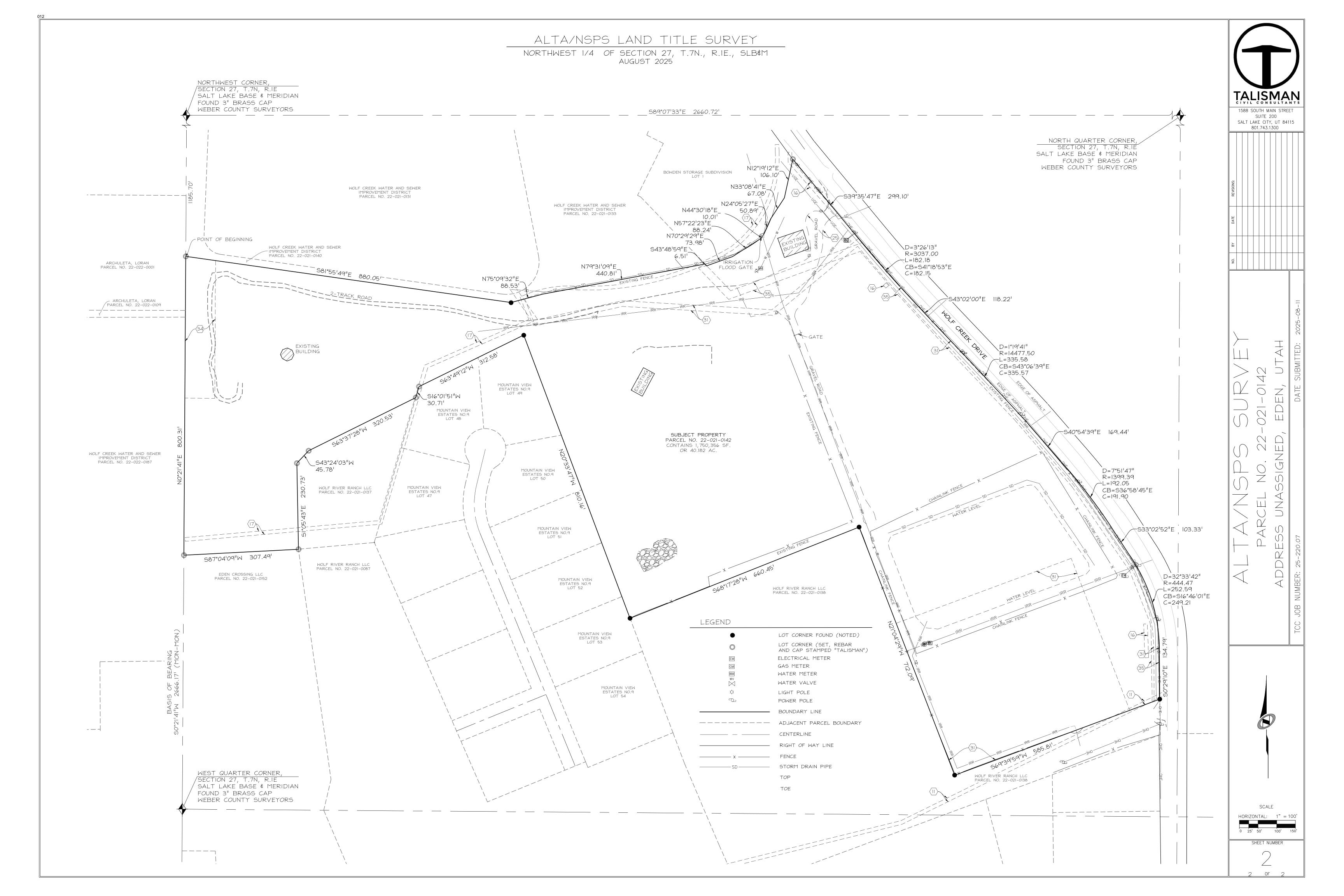
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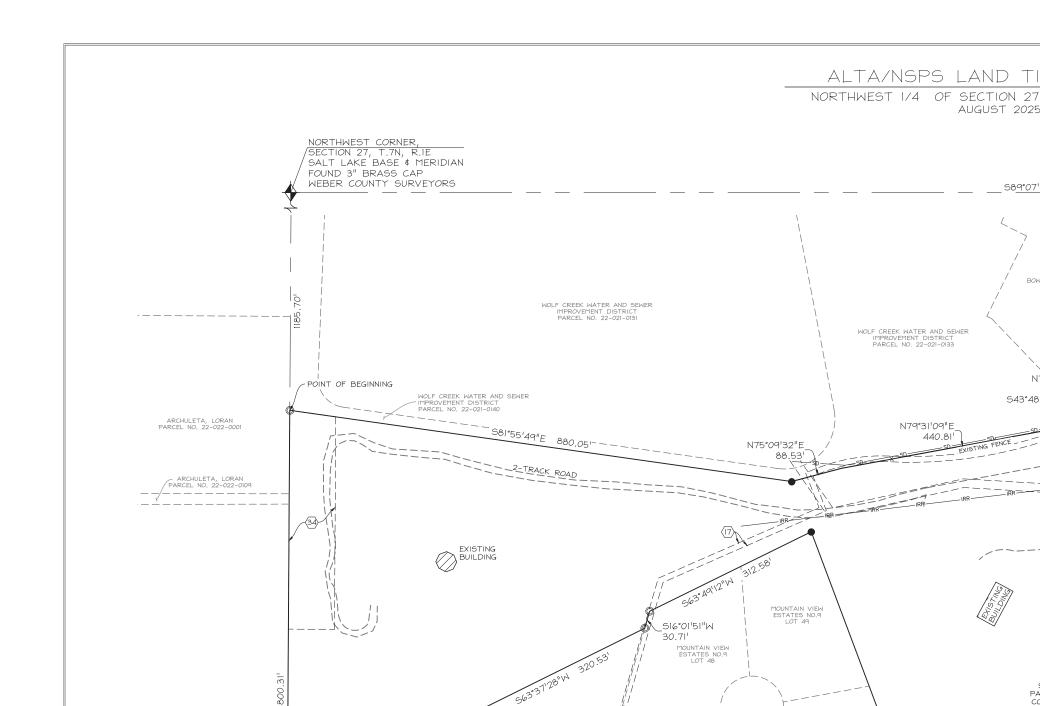
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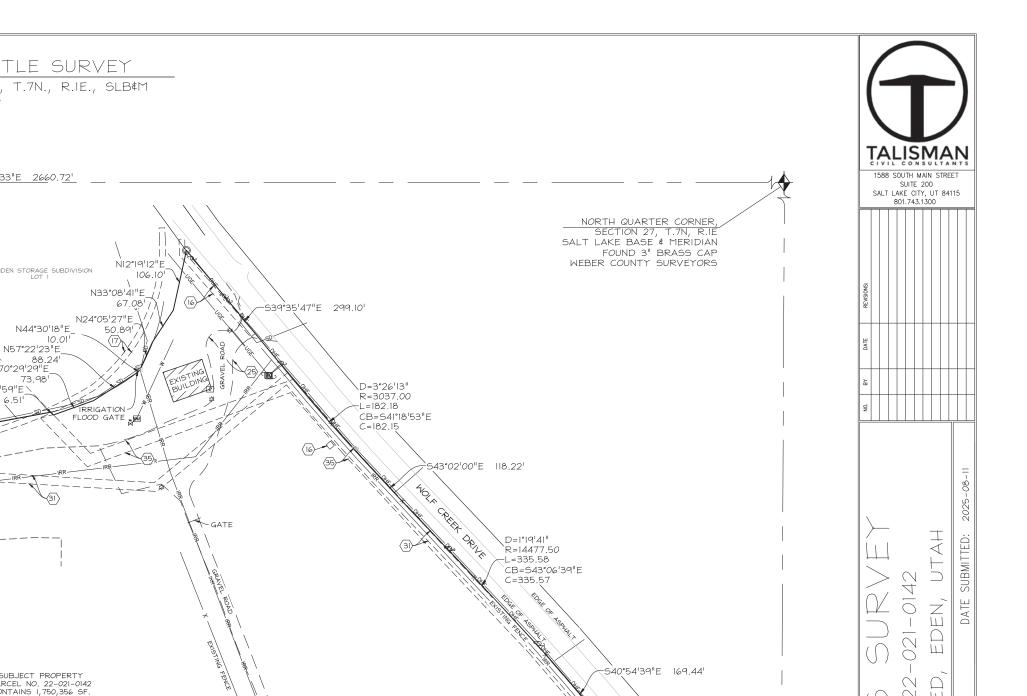
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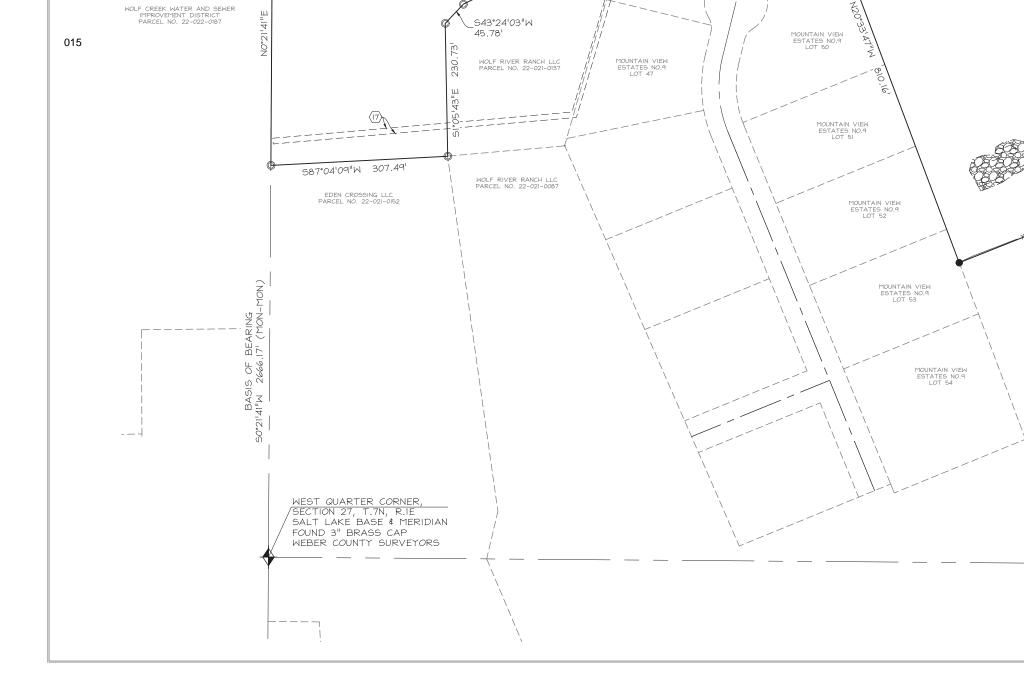
Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.6 Subdivision

Also Less and Excepting any portion lying within the right of way line of Wolf Creek Drive









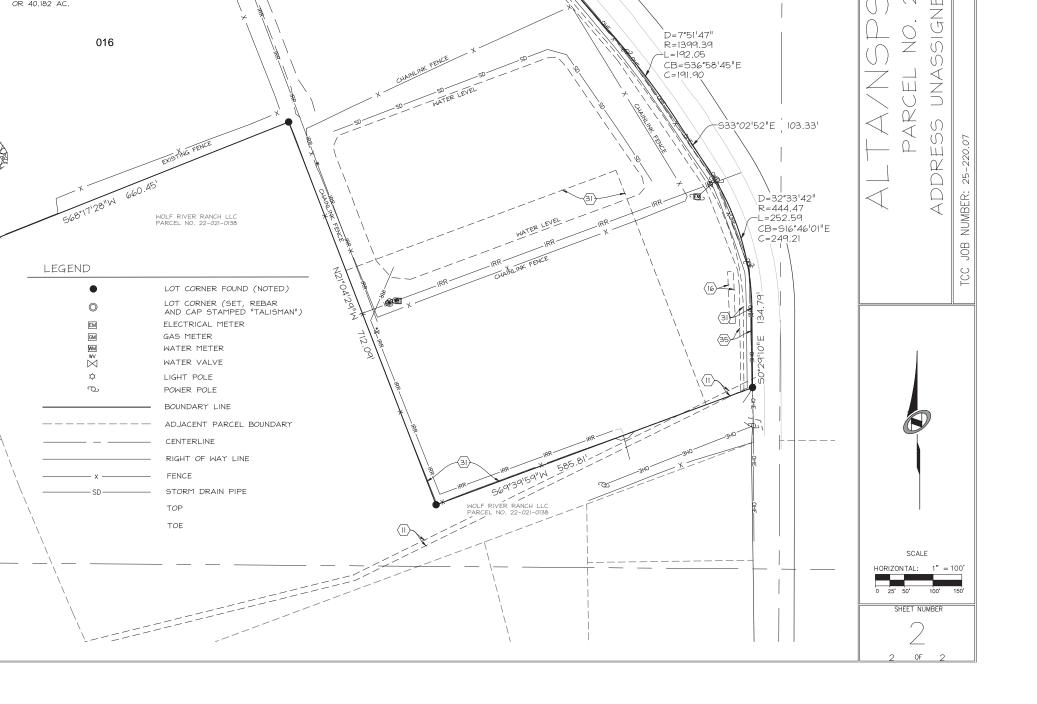
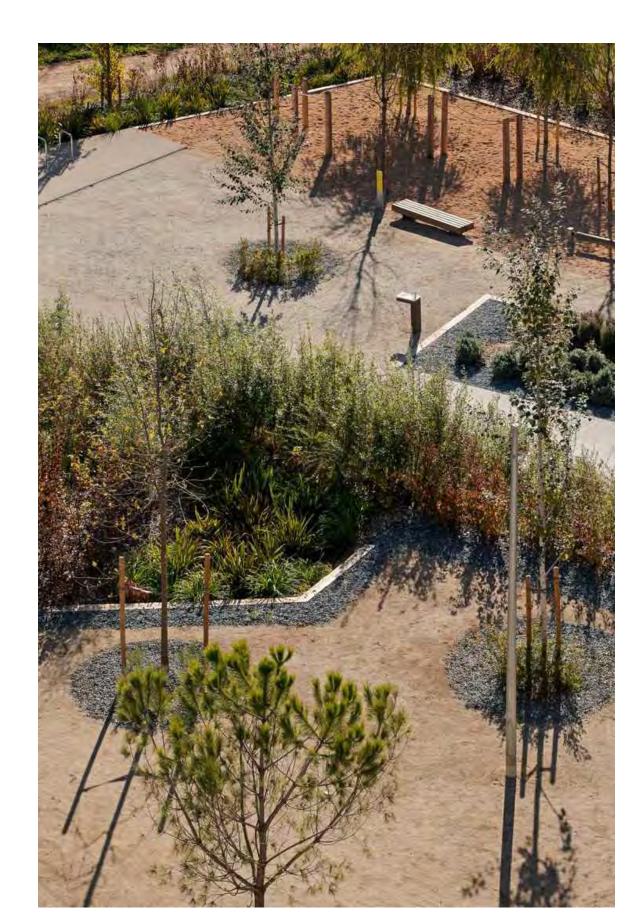
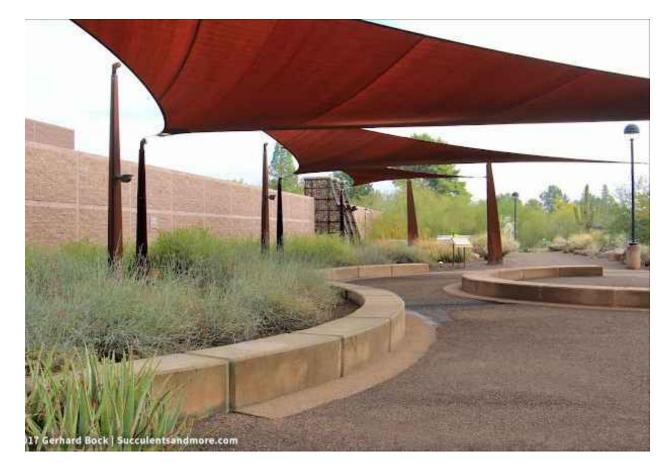


EXHIBIT B
Design Aesthetic

























POMDER WOLF BARN PARCEL

DESIGN AESTHETIC

MAP DATE: NOVEMBER 12, 2025

NEW FACILITIES WILL MIMIC TRADITIONAL AGRARIAN FORMS SIMILAR TO BARNS AND OUTBUILDINGS. STRATEGIC LANDSCAPING AND BERMING WILL BE USED THROUGHOUT THE SITE, WITH PARTICULAR CARE GIVEN TO AREAS VISIBLE FROM NEARBY RESIDENCES TO ENSURE A VISUALLY PLEASING AND RESPECTFUL INTEGRATION WITH THE SURROUNDING COMMUNITY.





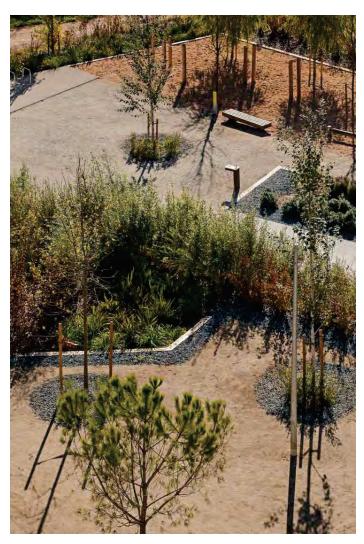












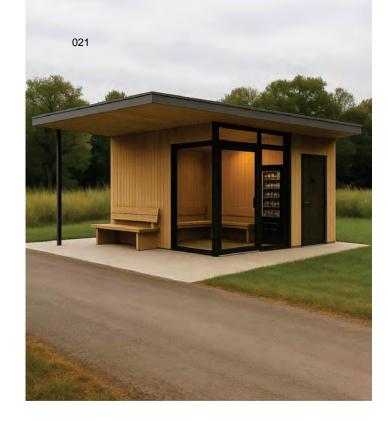




















POWDER WOLF BARN PARCEL

DESIGN AESTHETIC

MAP DATE: NOVEMBER 12, 2025

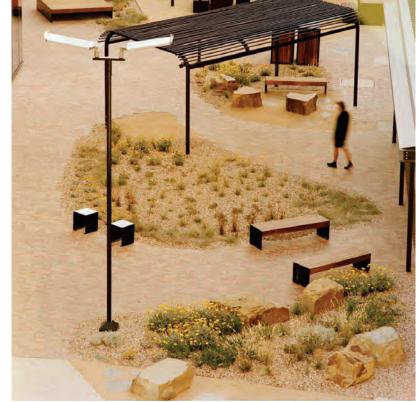
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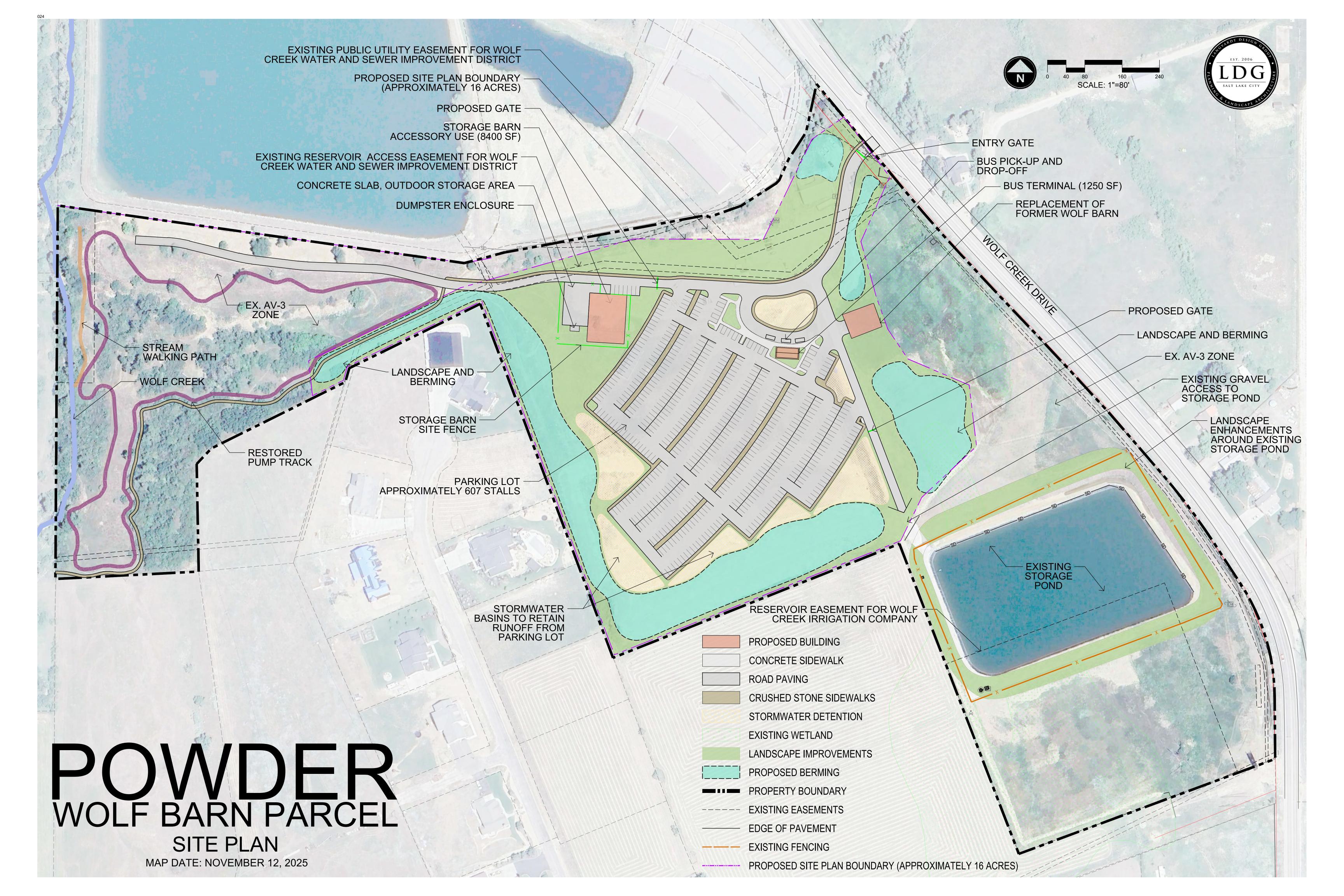


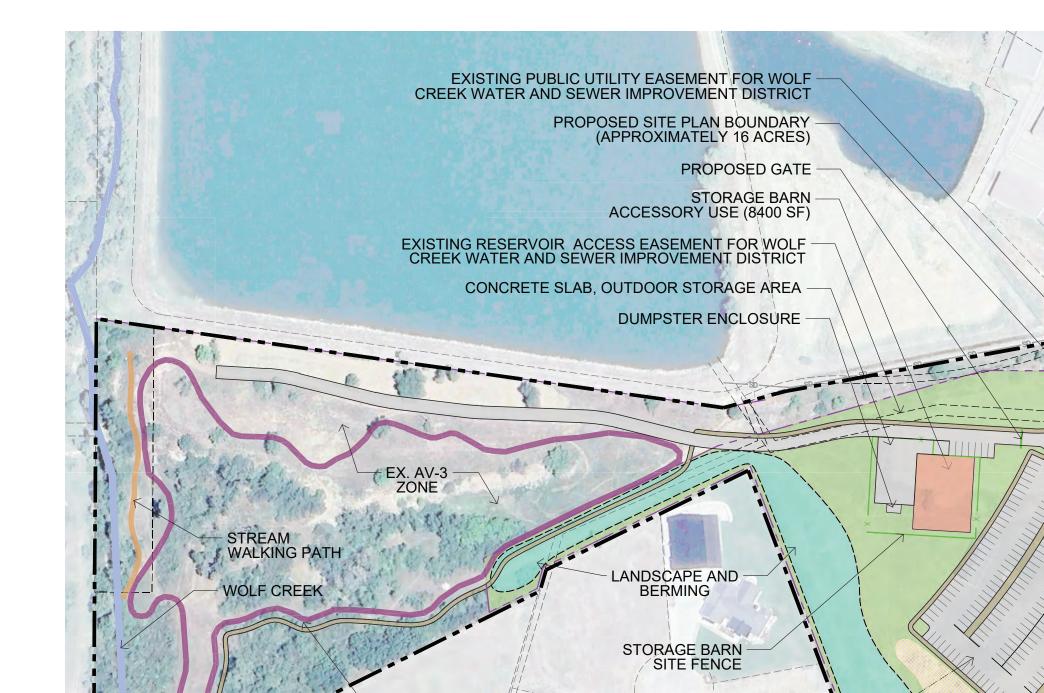


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EXHIBIT C Permitted Uses







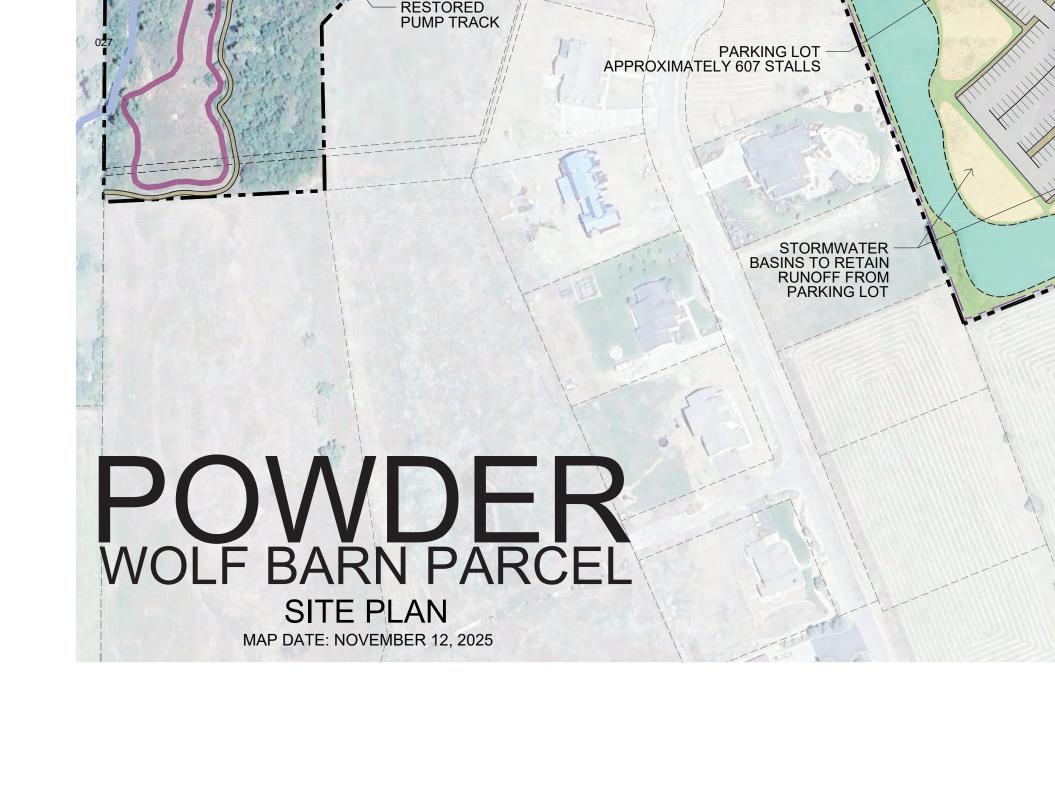
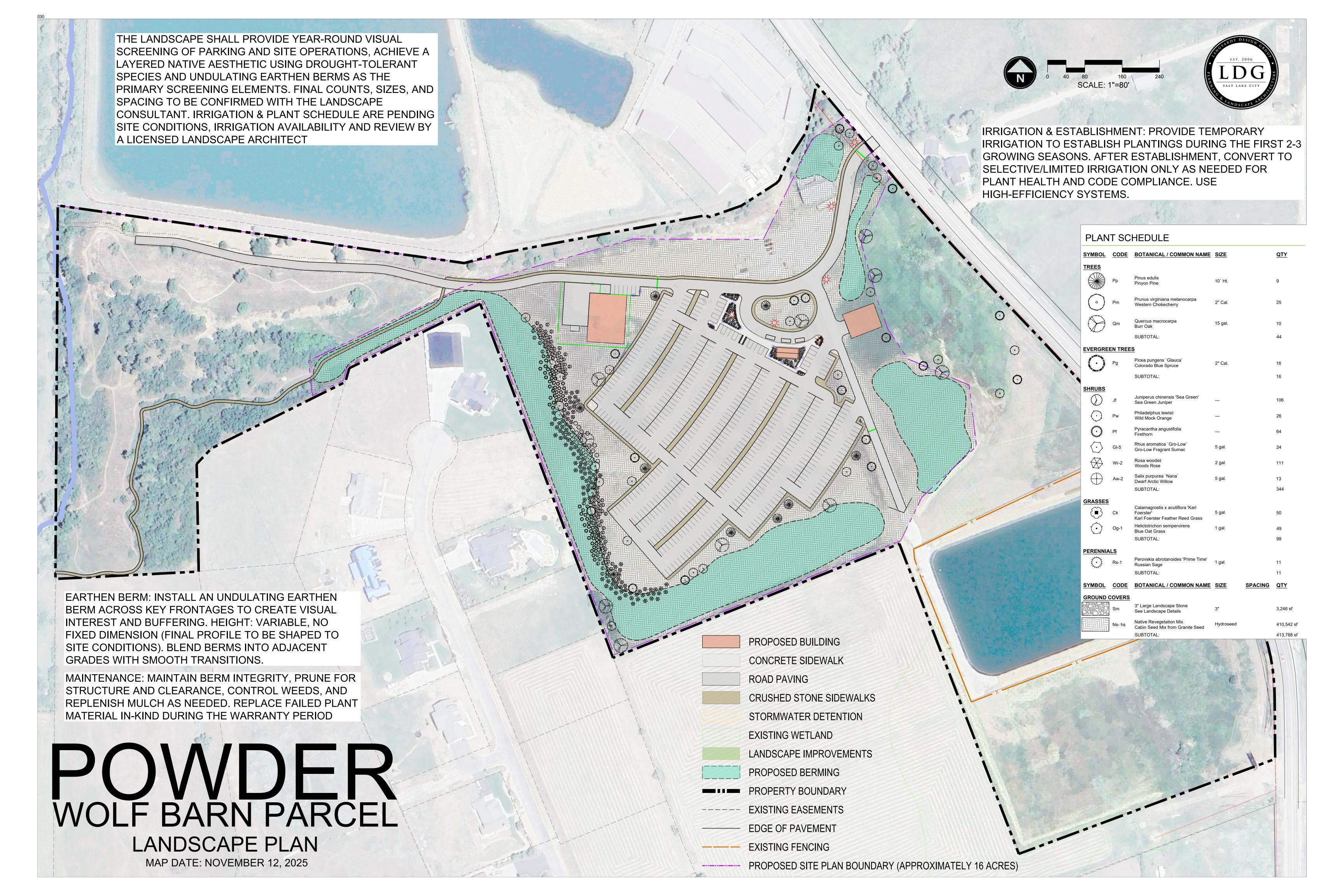
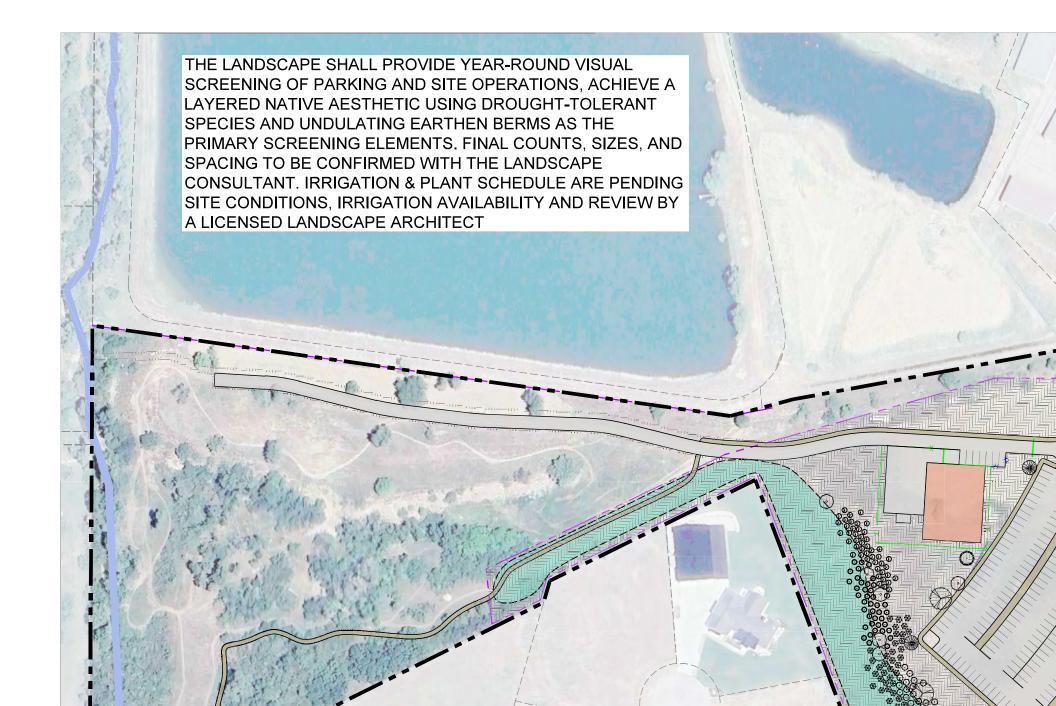
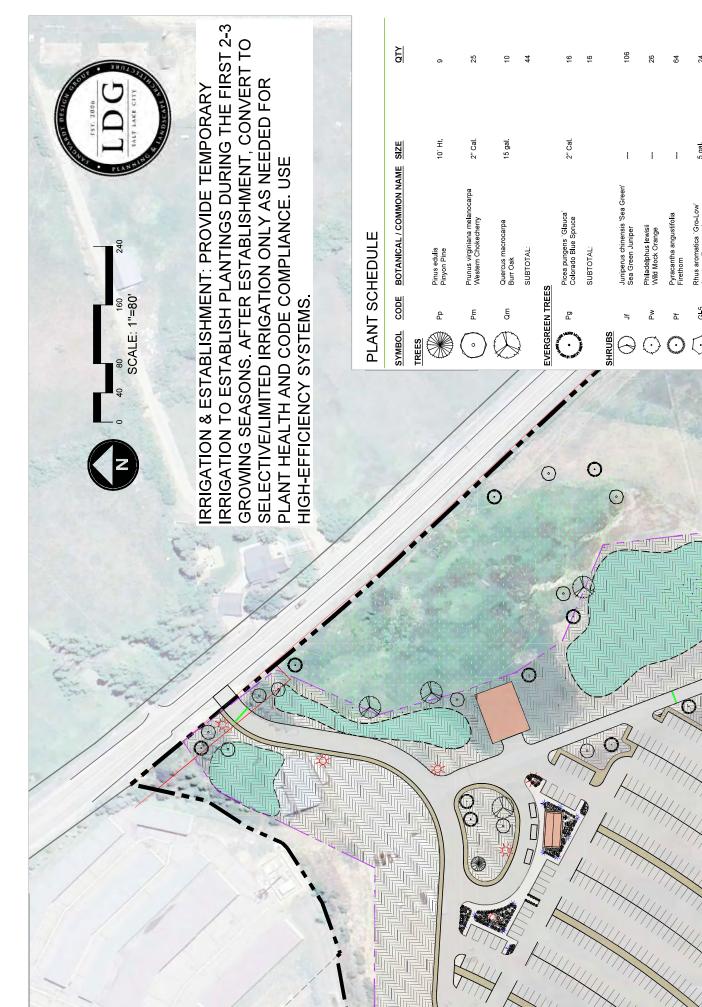


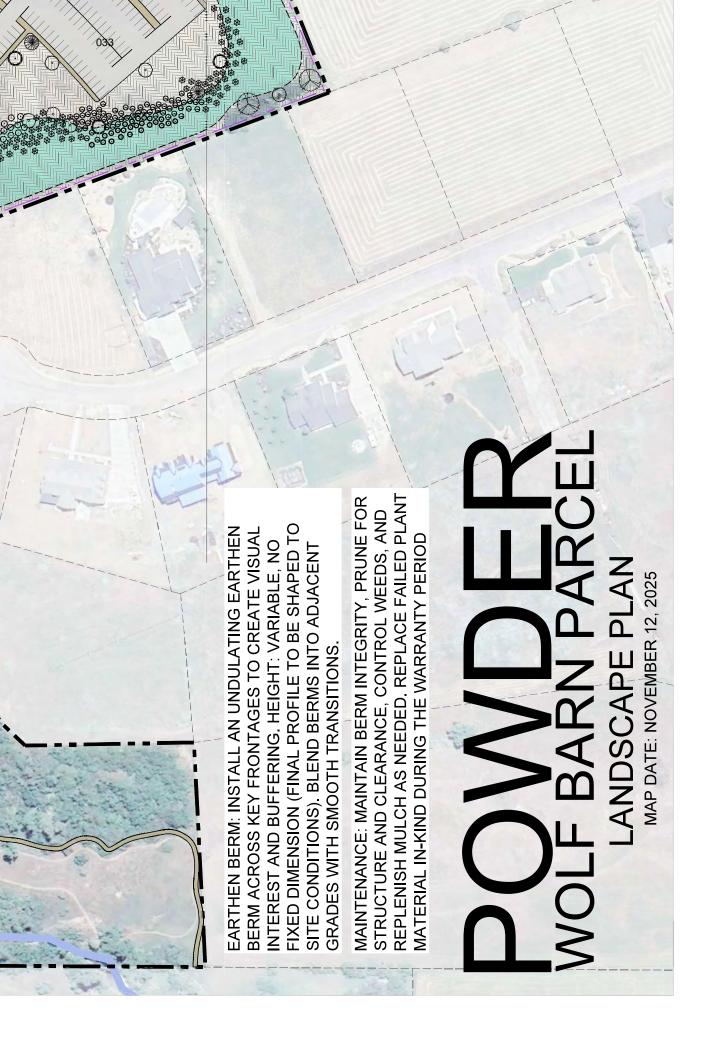


EXHIBIT D
Landscape Plan









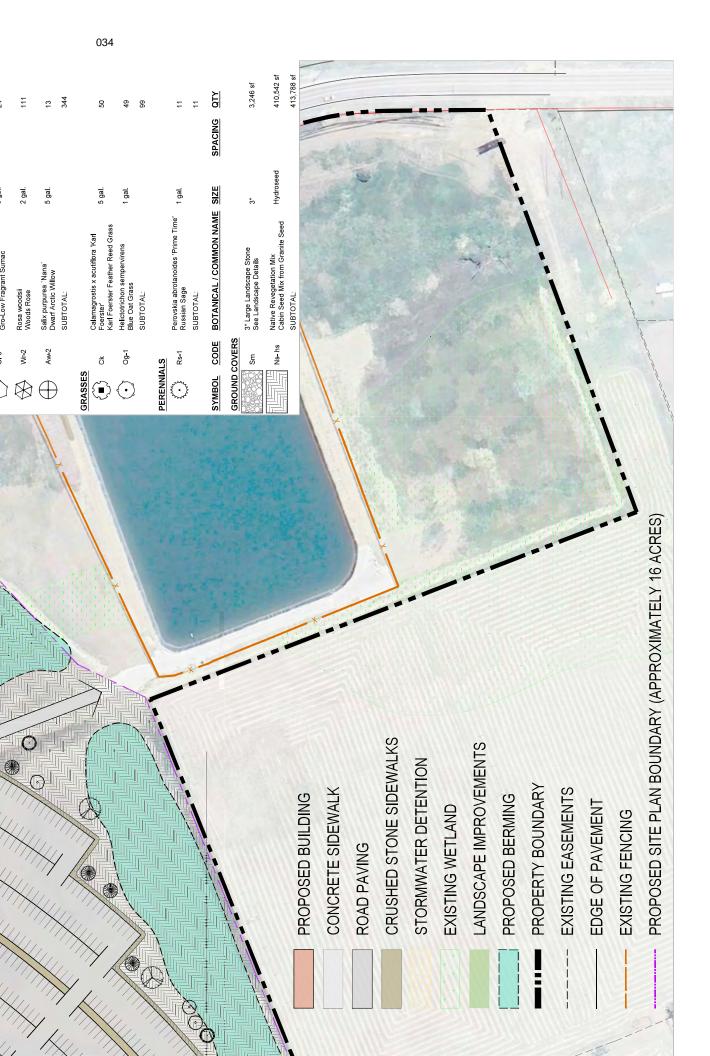


EXHIBIT E
Recreational Use

