

### Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

### **Synopsis**

### **Application Information**

**Application Request:** File #ZDA2025-11, an application to amend the Wolf Creek Development Agreement

> as it applies to property located at approximately 3301 N Wolf Creek Drive. The amendment will enable the creation of a park and ride lot and related uses to serve

the Powder Mountain Ski Resort.

**Agenda Date:** November 24, 2025

Applicant: SUMMIT MOUNTAIN HOLDING GROUP LLC; Representative: Olga Mariasina

File Number: ZDA2025-11

**Frontier Project Link:** https://frontier.co.weber.ut.us/p/Project/Index/24536

**Property Information** 

**Approximate Address:** 3301 N Wolf Creek Drive, Unincorporated Ogden Valley

AV-3 Zone Current Zone(s): Proposed Zone(s): AV-3 Zone

**Adjacent Land Use** 

Wolf Creek Water and Sewer Facilities South: North: Large-Lot Residential West: Large Lot Residential

East: Large Lot Residential

**Staff Information** 

**Report Presenter:** Charlie Ewert

cewert@webercountyutah.gov

801-399-8763

Report Reviewer: RG

### **Applicable Ordinances**

§Title 102, Chapter 6 Development Agreements.

§Title 104, Chapter 2 Agricultural Zones.

### **Legislative Decisions**

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity and has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

### **Summary and Background**

The applicant requests an amendment to the Wolf Creek Development Agreement (DA) as it applies to approximately 41.73 acres at 3301 N Wolf Creek Drive. The amendment would authorize the development of a park-and-ride/bus transit hub with approximately 800 parking stalls, bus facilities, accessory structures, circulation improvements, recreational amenities, and landscaping.

The applicant has submitted draft Development Agreement Amendment language, which establishes:

- Additional permitted uses including transit terminal functions, utility infrastructure, fencing, and recreational
- A site development framework including a required landscape plan, dark-sky compliance, and pump-track improvements;
- A term and milestone-based vesting structure;

- Lot-of-record acknowledgement;
- A recreation contribution if the proposed recreational use changes.

The proposed DA amendment and associated site concept would allow:

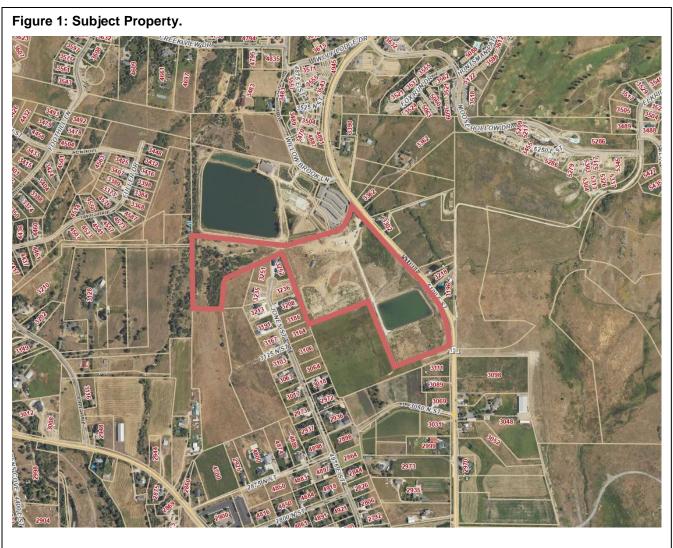
Access will be directly from SR-158. The site is bordered by one-acre rural-residential parcels on three sides and by WCWSID sewer facilities to the north.

The subject property is part of the Wolf Creek Resort and governed by the 2002 Wolf Creek Development Agreement, as amended in 2015 and 2016. The DA does not currently authorize a park-and-ride, transit terminal, or similar use, requiring a DA amendment. The applicant's proposed DA amendment identifies no residential density allocation, as the Wolf Barn Parcel carries a 0-unit density assignment under the existing DA. Powder Mountain seeks off-site parking to reduce on-mountain congestion and improve skier circulation and safety.

Staff is recommending approval conditioned on certain voluntary public contributions, infrastructure improvements, buffering and screening, and recreational amenities. Staff recommends further coordination with UDOT, County Engineering, WCWSID, Weber Fire District, and County Parks & Recreation on access, trails, utilities, and site design.

The basic framework of the report was generated using large language modeling, with context, relevance, corrections, specificity and recommendations provided by staff.

### **Policy Analysis**





As a legislative item akin to a rezone, evaluation of a development agreement amendment should consider the proposal's consistency with the Ogden Valley General Plan. The following will help the planning commission provide that evaluation:

### General Plan Review.

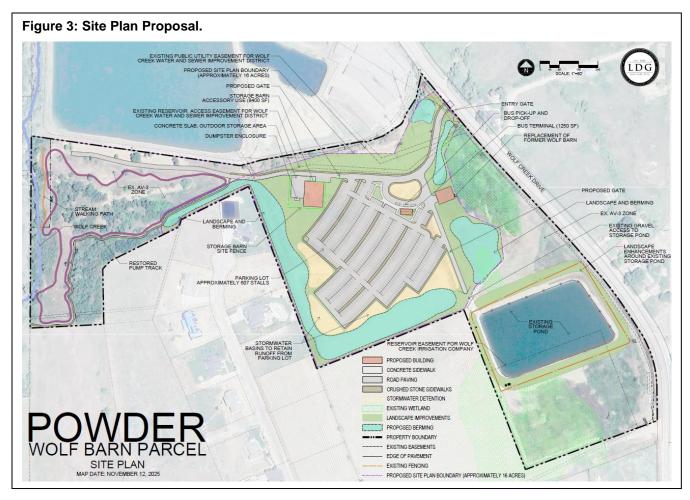
### **Transportation & Mobility Policies**

The Ogden Valley General Plan emphasizes:

- Safe and efficient roadway systems;
- Reducing congestion at peak recreation times;
- Supporting recreation-oriented mobility infrastructure;
- Minimizing adverse impacts to rural roadways.

The project supports regional mobility by relocating skier parking from the mountain top to a centralized off-site facility. It is important to note that whether parking occurs on the mountain or at this proposed site, the same volume of skier traffic must still pass through the SR-158/SR-162 intersection in Eden, meaning the project does not affect regional traffic demand or patterns, but will reduce traffic on SR-158 northward of the proposed project site.

The DA explicitly authorizes transit-supporting uses and related infrastructure, which is consistent with the General Plan's transportation goals.



### **Rural & Resort Character**

The Ogden Valley General Plan calls for the general maintenance of rural character while also supporting recreation opportunities, appropriate transitions between land uses, and visual buffering of large-scale facilities.

The DA amendment requires adherence to a landscape plan (provided in Exhibit A), including berms, vegetative screening, and agricultural-themed building forms ("traditional agrarian forms"). These requirements decrease incompatibility with surrounding rural-residential properties. The DA suggests a conditional irrigation contingency. Staff recommends instead requiring sufficient minimum irrigation to the site to accommodate required vegetation and site buffering/screening. Water-wise drip-irrigated plantings are recommended and overhead sprinkling is discouraged.

### **Environmental Resources**

The general plan policies emphasize protection of waterways, avoidance of wetlands, preservation of ecological corridors, and expansion of trail networks. The development avoids wetlands, preserves the Wolf Creek riparian corridor.

### Compatibility with Surrounding Development

Neighboring uses are predominantly one-acre rural-residential. The proposed DA requires earthen berms, landscaping, and dark-sky compliant lighting in compliance with Title 108-16. With the additional specificity of staff's recommendation – specifically visual screening with sufficient berm height and landscaping – the use may be generally compatible with adjacent development. Staff also recommends landscaping performance standards.

New structures must follow agrarian-style design consistent with Exhibit B of the proposed DA. These design provisions improve compatibility. They are reliant on images rather than written standards. Staff recommends applying the agrarian design standards of the form-based zone to each building onsite. Illustrative building design proposals can be reviewed in **Figure 2.** 

The proposed site plan and landscape plan, illustrated in **Figure 3** (larger version provided in Exhibit A) has not been more fully reviewed for compliance with County Code Title 108 Chapter 2 - Architecture, Landscape, and Screening Design Standards. These plans are conceptual in nature. A more complete compliance review will be conducted when the project is submitted for Design Review prior to approval of final plans.

### Traffic, Access, and Required Improvements

Access is proposed directly from SR-158. Staff recommends that, based on best engineering practices a minimum 1,000-foot center turn/queue land is either constructed or escrowed. Additional ROW dedication should be provided to accommodate the SR-158 improvements. Staff also recommends that intersection improvements at the site access be should share the full cost of intersection improvements.

Skier traffic routed to the site must travel through SR-162/SR-158 in Eden. Even if the parking remained on Powder Mountain's summit, the same amount of skier traffic would still pass through the SR-162/SR-158 intersection. The project therefore does not increase regional traffic volume but may reduce on-mountain congestion.

### **Utilities and Services**

Water and sewer service must be provided through WCWSID or another approved provider. Stormwater must meet County Engineering standards. Fire access and hydrants must meet Weber Fire District requirements. Proof of each will be required prior to construction plan approval (design review).

### Trails and Connectivity.

The proposed site plan illustrates a crushed stone pathway from the western edge of the property that spans the property and connects to SR-158. It is also showing recreational grounds for a community pump track. The development agreement specifies that if these amenities are removed or changed then the applicant will contribute \$25,000 to the Ogden Valley Parks District.

The general plan recommends investment in recreation amenities, and trail and pathway corridors throughout the valley. Relatively, two geographically easy locations for trail and pathway corridors is along both natural and manmade linear corridors such as rivers and linear infrastructure. In the valley, both the Wolf Creek riparian corridor and the Rocky Mountain Power Line corridor have been planned to eventually provide community pathway corridors, and both either run through or nearby the project site.

The Wolf Creek flows through property to the north of the site, then through the site, then through property to the southwest of the site. Wolf Creek Water and Sewer Improvement District owns both of the bordering properties through which the creek flows. If Wolf Creek Water and Sewer Improvement District are willing to allow the construction of such a pathway on their land, it would be possible for the pathway to connect River Drive to Willowbrook Lane (via the power line corridor), as illustrated in **Figure 4.** If Wolf Creek Water and Sewer Improvement District is not amenable to allowing the pathway at this time, then this project should be required to preserve a pathway easement along the creek for future pathway construction.

COMMUNITY
TRAIL
OPPORTUNITIES

RIVER DRIVE

### **Staff Recommendation**

After reviewing the proposal within the intended context of the Ogden Valley General Plan, it is staff's opinion that this rezone has the potential to help advance the vision and goals of the plan, provided the site is effectively screened from view of the surrounding residential lots and provided sufficient voluntary community contributions. Provided adherence to the following by means of a revised development agreement proposal, staff is recommending approval of the development agreement amendment.

- 1. The development agreement shall not be recorded until all outdoor storage has been removed from the subject property.
- 2. No outdoor storage, including busses, is allowed.
- Site Design Review pursuant to Title 108, Chapter 1, and Title 108, Chapter 2 is required prior to final approval of construction plans. The concept site plan, landscaping plan, and building designs shall be updated prior to Design Review to provide for the following:
  - a. The proposed berms around the site shall be no less than six feet tall.
  - b. Special considerations for buffering of the parking area from adjoining parcels 22-235-0007, 22-235-0008, 22-235-0009, and 22-235-0010:
    - i. The height of the six-foot berm shall be measured from the highest elevation of the ground on the adjoining parcel. The berm may be substituted with an eight-foot brick (no CMU) wall atop the existing berm currently onsite.
    - ii. Grade the parking lot area so that the highest elevation is nine-feet below the top of the berm or wall between the adjoining parcel owners.
    - The developer may work out alternative means of buffering with the adjoining parcel owners.
  - c. Site landscaping shall meeting or exceeding County Code 108-2.
  - d. Sufficient minimum irrigation must be provided to the site to ensure compliance with landscape requirements. Required vegetation to be water-wise drip irrigation.
  - e. Buildings shall comply with the minimum agrarian design standards found in the form-based zone, Code Section 104-22-6.040.
- 4. Transportation mitigation:
  - a. Unless a traffic impact study recommends more, at least a 1,000-foot center turn lane on SR-158 shall be constructed by the applicant to the site's entrance. If UDOT allows less, then the 1,000-

foot center turn lane shall be escrowed for no less than two ski seasons. If, at any time within the two season period UDOT finds any part of the lane necessary, the applicant shall construct the needed length, leaving the value of the remaining length in escrow for the remnant of the escrow period. If after the escrow portion UDOT confirms that only a portion of the full length of the lane is necessary, then the unnecessary portion of the unused escrowed funds shall be returned.

- b. The applicant shall dedicate any ROW width necessary to accommodate the required improvements to UDOT.
- c. If the Eden Landing Development is constructed on the east side of Highway 158, the applicant shall share the entire cost for intersection improvements and any UDOT desired intersection traffic control devices with Eden Landing LLC (or successor/heir). The cost share shall be a ratio based on the total number of vehicles exiting/entering the high to/from the east (Eden Landing LLC's share) and to/from the west (Summit Mountain Holding Group's share), or as otherwise mutually agreeable by all parties (the land owners, the city, and UDOT).
- d. Before submitting for a Design Review, fund and conduct a traffic impact study to determine the effect the new intersection will have on existing and projected future traffic demand, including the demand related to the project, the existing and new traffic patterns and volumes related to existing development in the area, and the traffic related to the Eden Landing development, if applicable.
- 5. Community recreation:
  - a. An easement shall be granted along the Wolf Creek corridor for the 75-foot stream corridor setback. The easement shall be for the purpose of drainage control and for the siting of a shared community pathway.
  - b. If permitted by the Wolf Creek Water and Sewer Improvement District, the applicant shall construct a paved pathway that is no less than 10-feet wide through the WCWSID property, through the subject property, and along the power line corridor in a manner that connects River Drive to Willow Brook Lane in a general configuration as provide in Figure 3 of this report or as otherwise negotiated by the affected landowners.
- 6. Any onsite wetlands shall be avoided and protected during construction.
- 7. Water and sewer agreements with WCWSID or an approved alternative shall be finalized before final Design Review approval.

Staff's recommendation is offered with the following findings:

- 1. The proposed DA amendment supports regional recreation mobility without increasing regional traffic volume.
- 2. With berming, landscaping, and dark-sky compliance, the project can be compatible with surrounding rural-residential uses.
- 3. The amendment aligns with the Ogden Valley General Plan regarding transportation, recreation, and environmental protection.
- 4. Water and sewer can be provided upon coordination with WCWSID or another approved utility entity.
- 5. The DA improves compatibility through agrarian design standards and landscape requirements.
- 6. Wetlands and the Wolf Creek corridor are avoided and protected.
- 7. Trail connectivity and recreation amenities support community goals.

### **Model Motion**

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

### Motion for positive recommendation as-is:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-11, an application to amend the Wolf Creek Development Agreement as it applies to property located at approximately 3301 N Wolf Creek Drive. The amendment will enable the creation of a park and ride lot and related uses to serve the Powder Mountain Ski Resort. I do so with the requirements and findings recommended by staff.

### Motion for positive recommendation with changes:

I move we forward a positive recommendation to the County Commission for File #ZDA2025-11, an application to amend the Wolf Creek Development Agreement as it applies to property located at approximately 3301 N Wolf Creek Drive. The amendment will enable the creation of a park and ride lot and related uses to serve the Powder Mountain Ski Resort, but with the following additional edits and corrections:

Example of ways to format a motion with changes:

- Example: Add a requirement for roadside beautification, water wise vegetation, and street art/décor to the development agreement for the two collector streets in the development. Include decorative night sky friendly street lighting at reasonable intervals. Require the creation of a homeowner's association to operate and maintain.
- 2. Example: Amend staff's consideration item # [\_]. It should instead read: [\_\_\_desired edits here\_\_].
- 3. Etc.

### Example findings:

- 1. The proposed changes are supported by the General Plan. [Add specifics explaining how.]
- 2. The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan
- 3. The changes will enhance the general health, safety, and welfare of residents.
- 4. [Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]
- 5. Etc.

### Motion to recommend denial:

I move we forward a recommendation for denial to the County Commission for File #ZDA2025-11, an application to amend the Wolf Creek Development Agreement as it applies to property located at approximately 3301 N Wolf Creek Drive. I do so with the following findings:

Examples findings for denial:

- Example: The proposal is not adequately supported by the General Plan.
- Example: The proposal is not supported by the general public.
- Example: The proposal runs contrary to the health, safety, and welfare of the general public.
- Example: The area is not yet ready for the proposed changes to be implemented.
- add any other desired findings here

### **Exhibits**

Exhibit A: Applicant-Proposed Draft Development Agreement.

Exhibit B: Supplemental Application Information.

### Exhibit A: Applicant-Proposed Draft Development Agreement

On following pages.

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

This	AMENDN	MENT	TO V	WEBER	<b>COUNTY</b>	ZONING	DEV.	ELO	<b>PMEN</b>	T		
AGR	EEMENT	FOR	THE	WOLF	CREEK	RESORT	FOR	PA	RCEL	#22-02	1-0142	(the
"Am	endment"),	is made	e this_	d	ay of			by	and	between	SUM	MIT
MOU	JNTAIN HO	OLDIN	G GR	OUP, L.L	C., a Utah	limited liab	ility co	mpa	ny (" <b>S</b> l	MHG"),	and WE	BER
COU	NTY, a boo	ly polit	ic in th	e State of	Utah ("Co	unty"). SM	HG and	d Čo	unty ar	e collecti	vely 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)

INDOOR 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 he	ereto have executed this Amendmen	t
Signed and Dated day	of	, 2025	
	WEBER C	OUNTY, UTAH	
	Name:		
	its		
STATE OF UTAH	)		
COUNTY OF WEBER	: ss. )		
		knowledged before me this, who is the	
COUNTY, UTAH.			
		NOTARY PUBLIC Residing at	
My Commission Expires:			

### IN WITNESS WHEREOF, the Parties hereto have executed this Amendment

Signed and Dated day o	f	_, 2025	
	SUMMIT MO	DUNTAIN HOLDING GROUP, LLC bany	a Utah limited
	Name:		
STATE OF UTAH	) : ss.		
COUNTY OF	)		
		owledged before me this, who is the	
		NOTARY PUBLIC Residing at	
My Commission Expires:			

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.

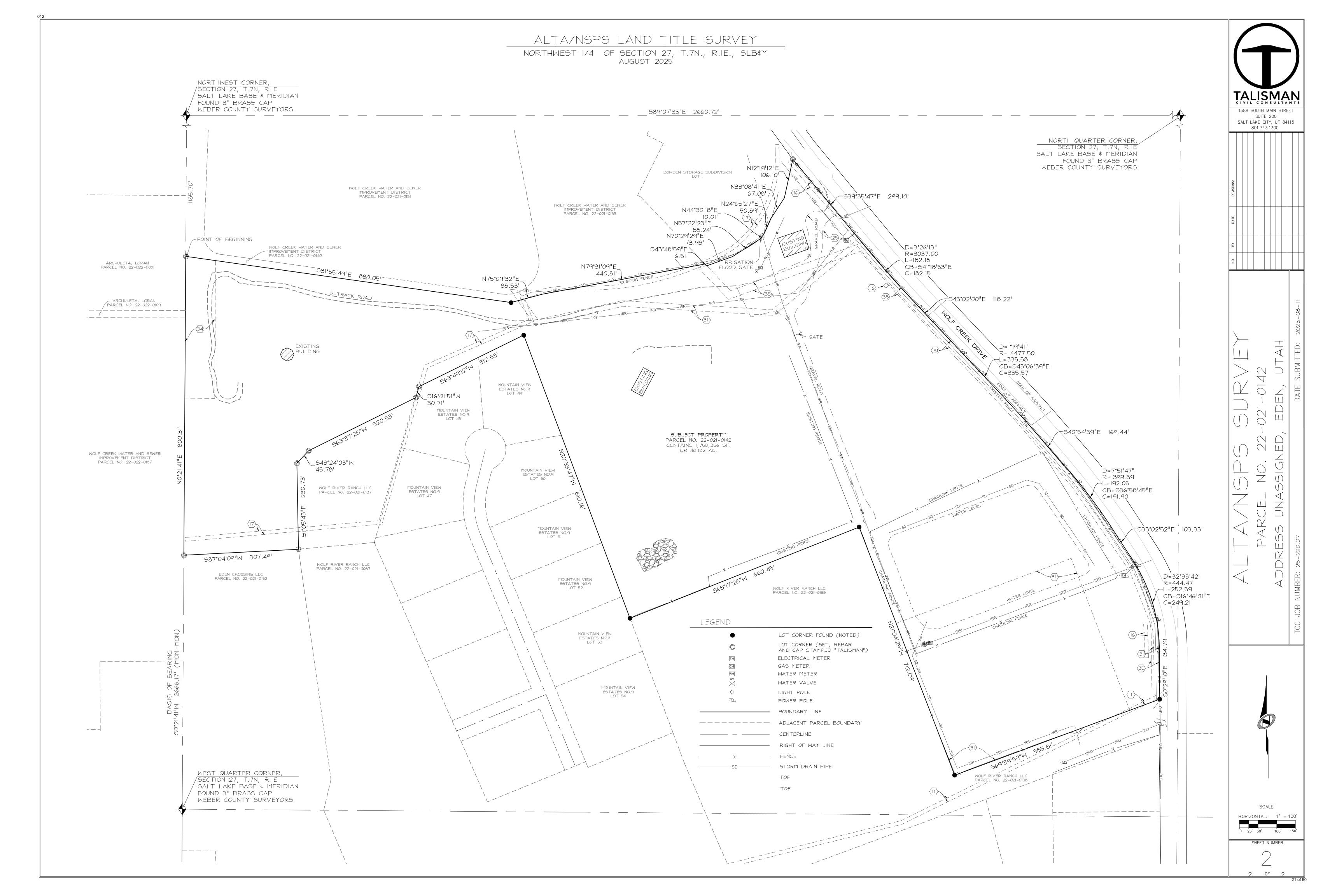
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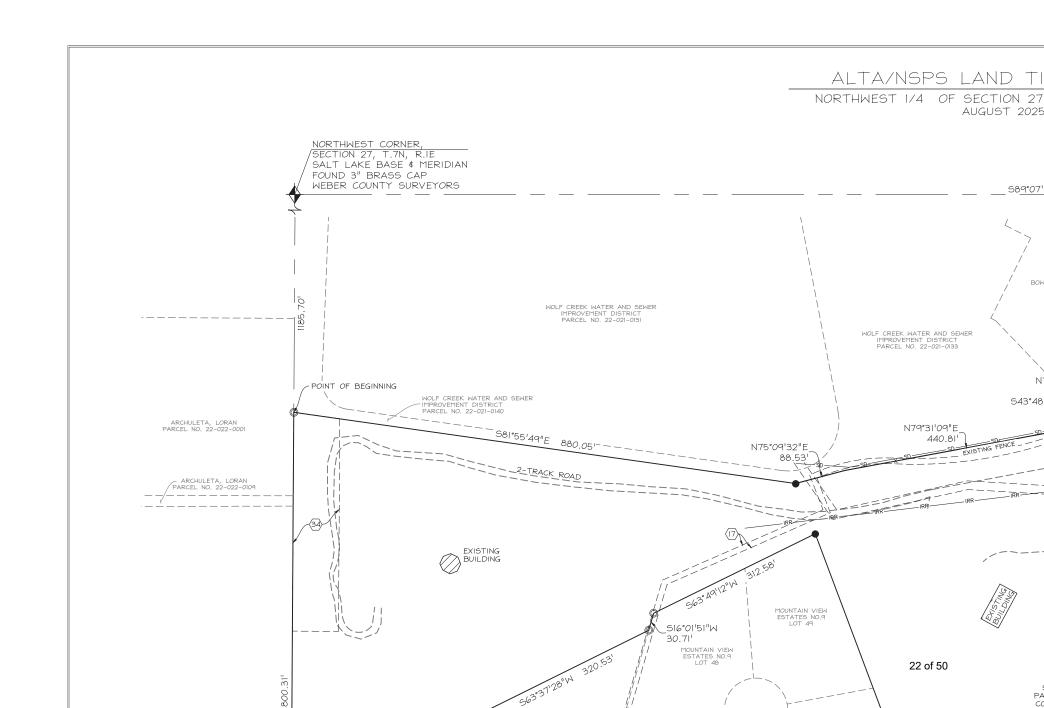
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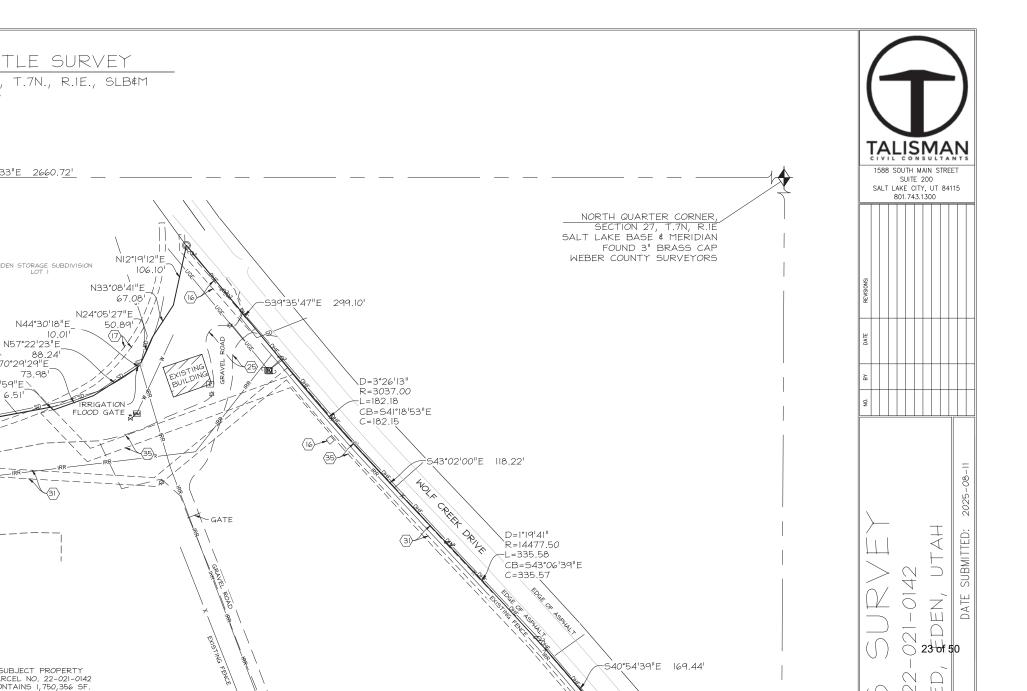
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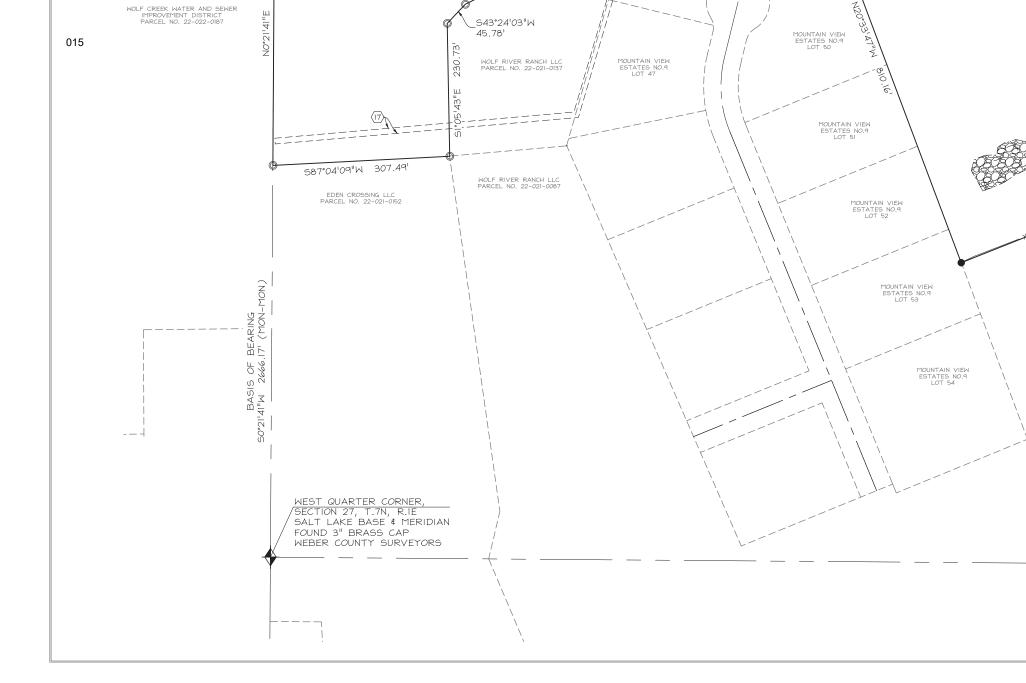
Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.6 Subdivision

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









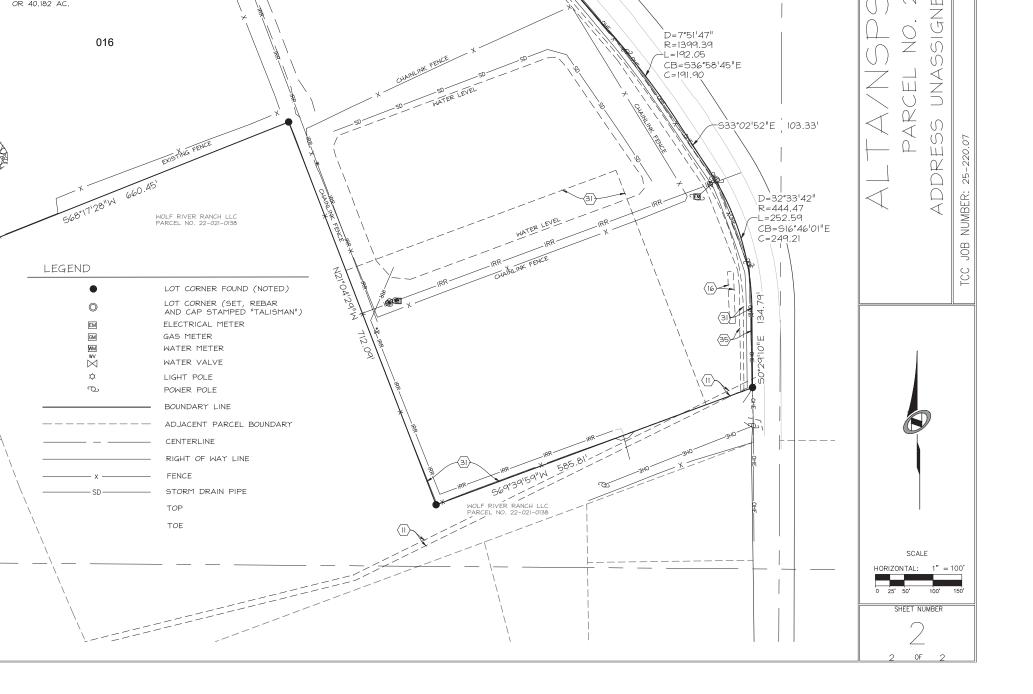
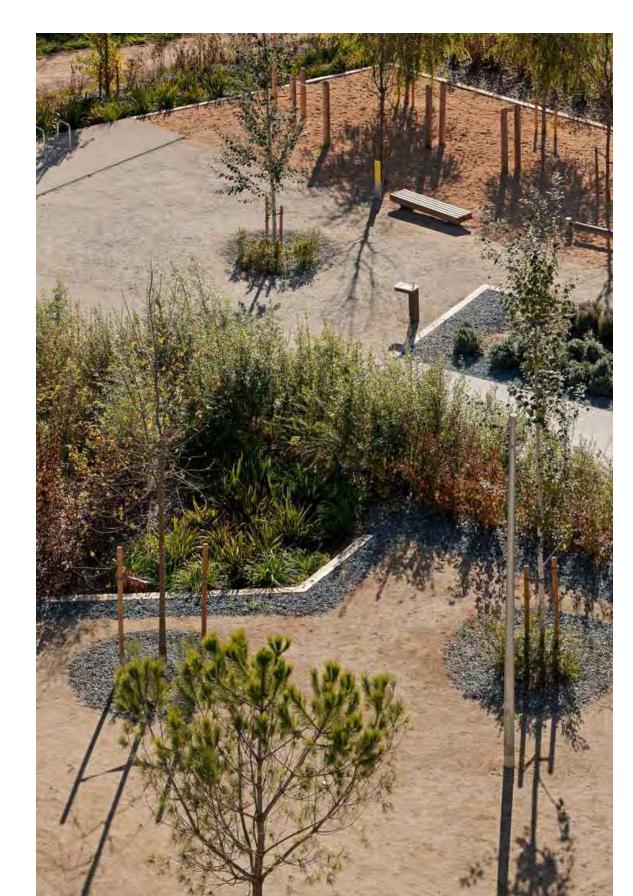
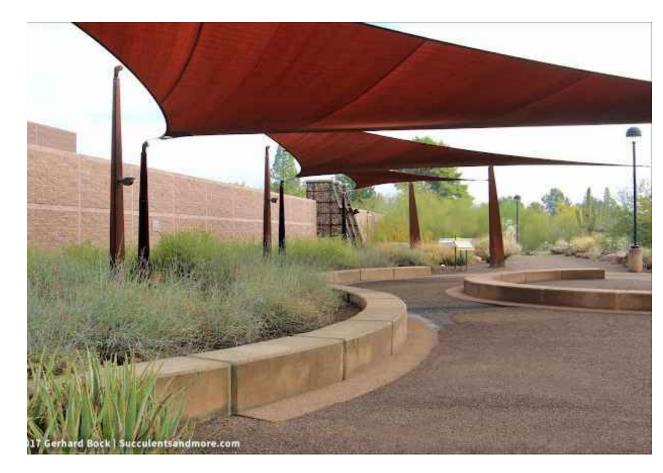


EXHIBIT B
Design Aesthetic



























# 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.





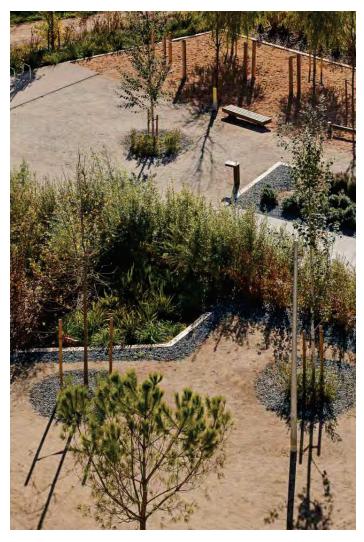












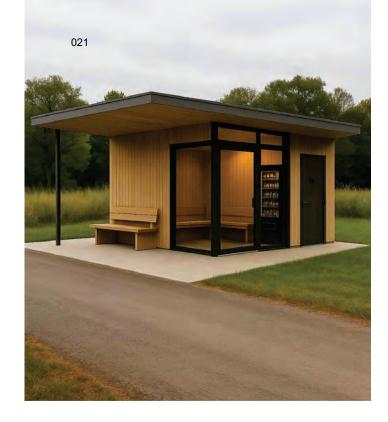




















# POWDER WOLF BARN PARCEL

**DESIGN AESTHETIC** 

MAP DATE: NOVEMBER 12, 2025

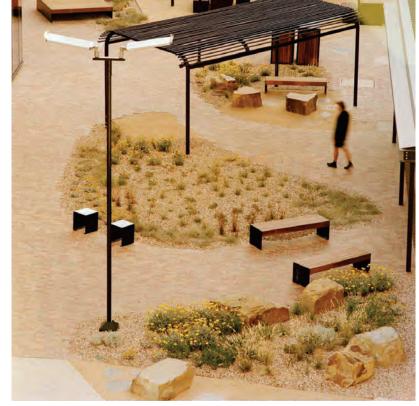
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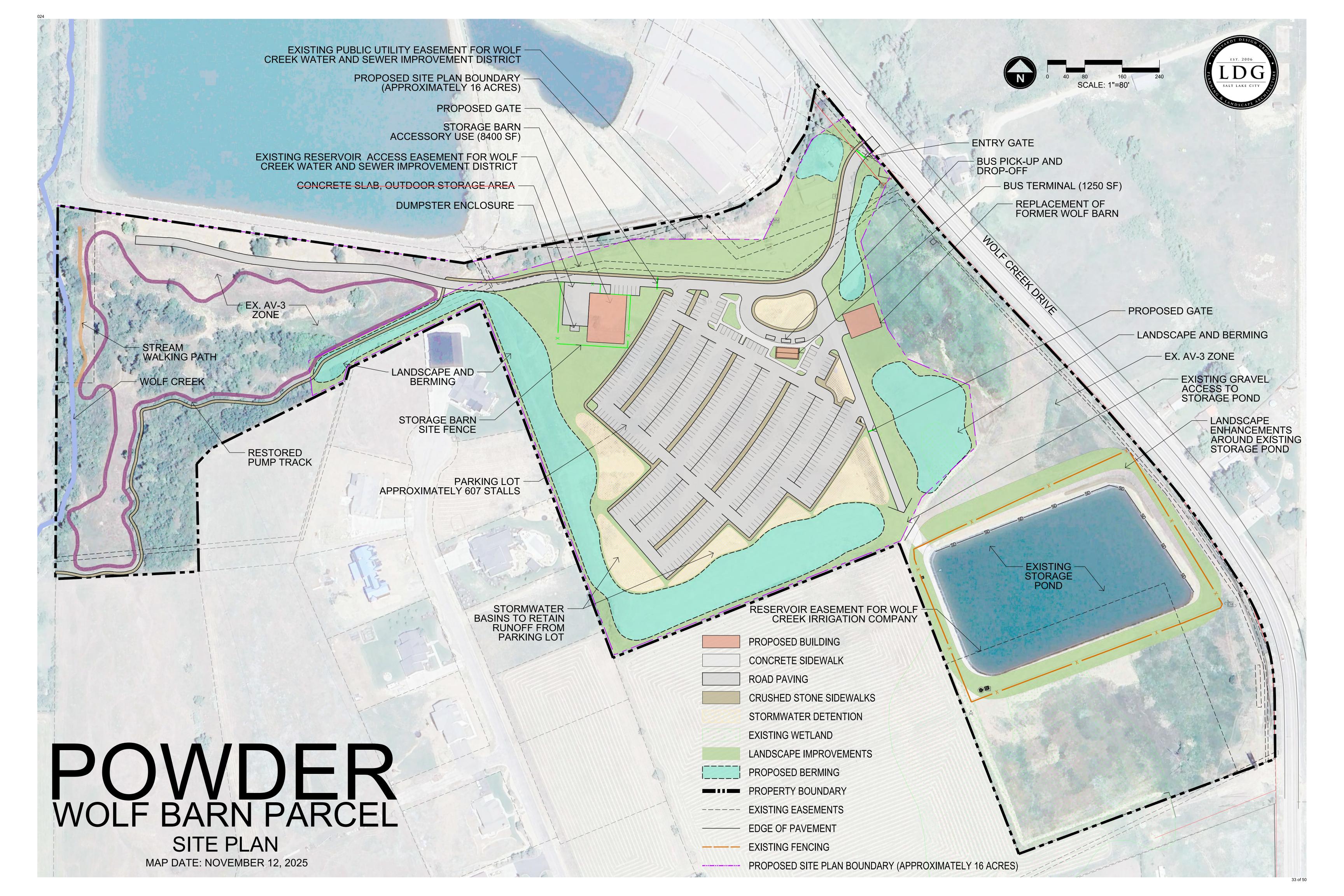


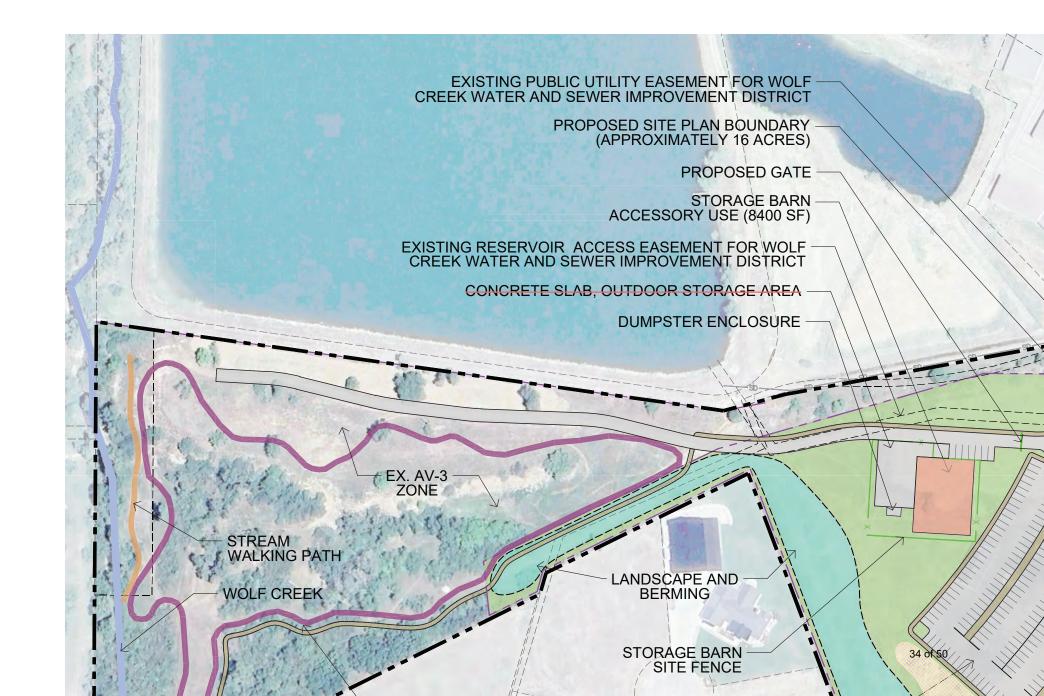


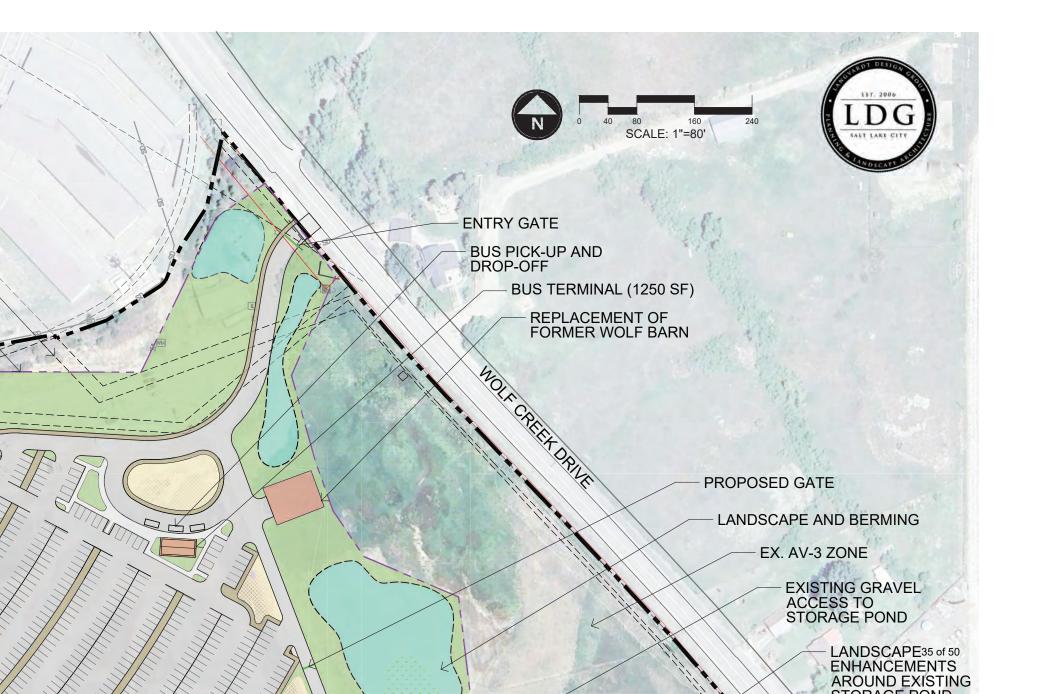
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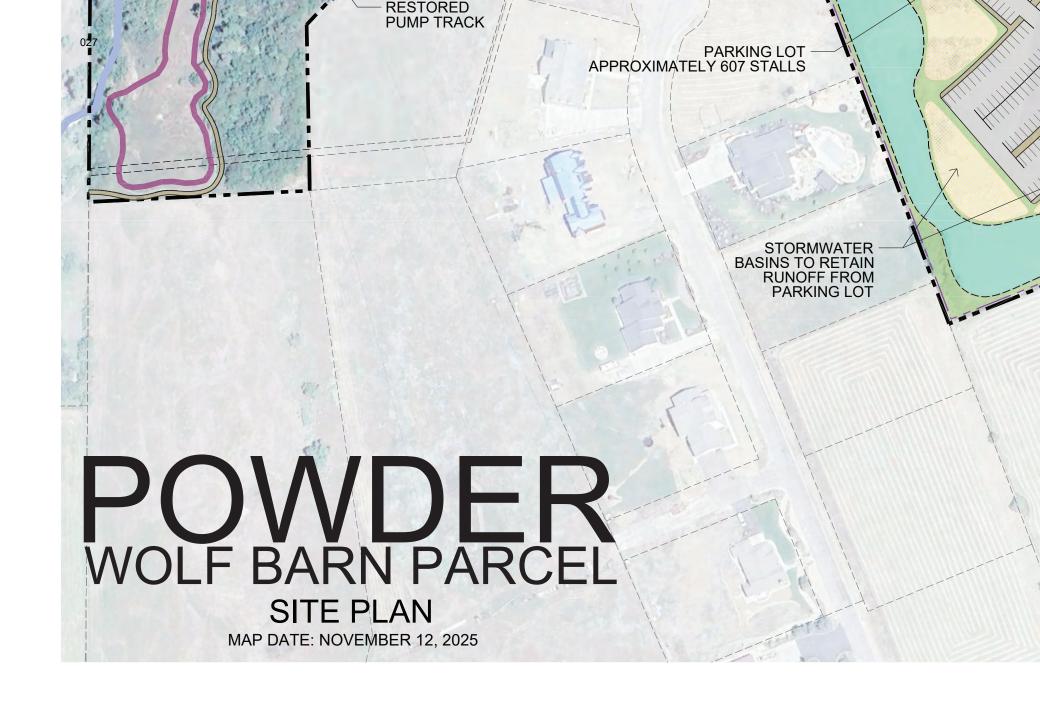


# EXHIBIT C Permitted Uses









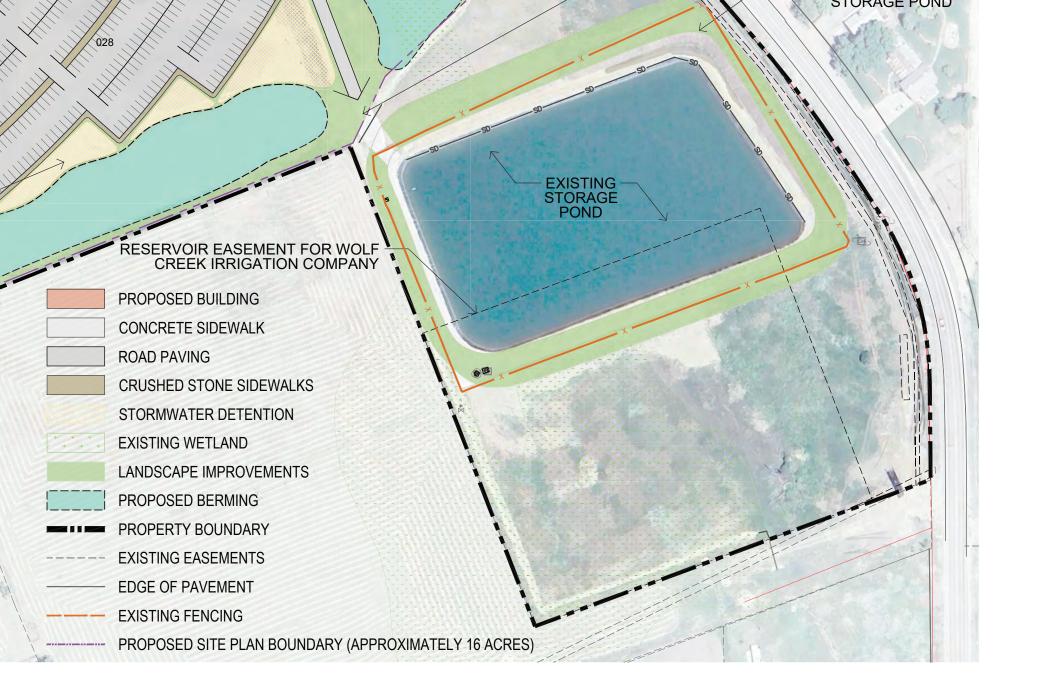
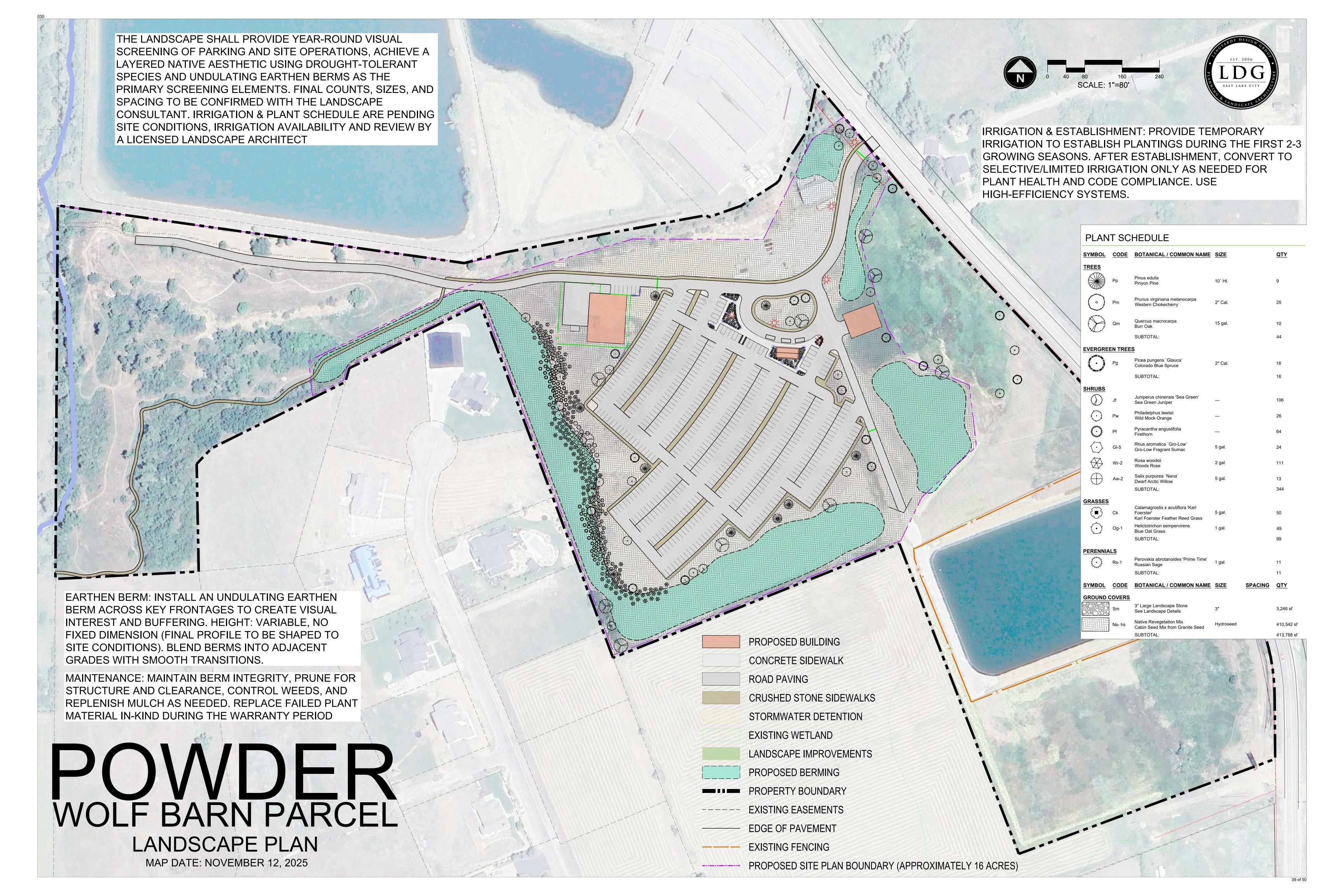
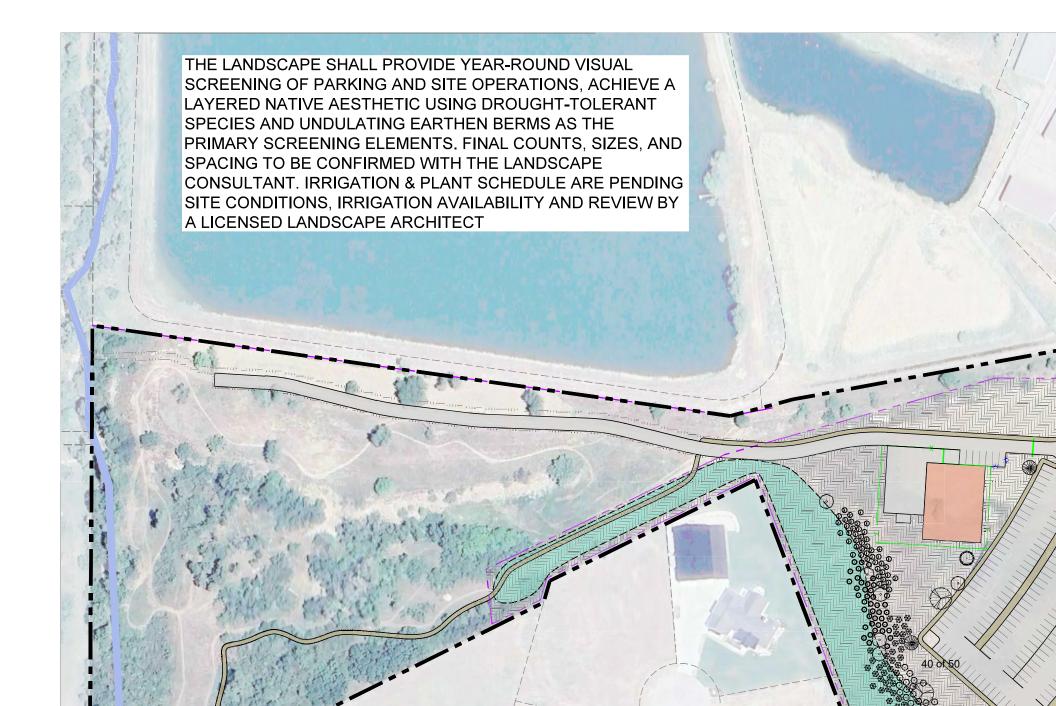
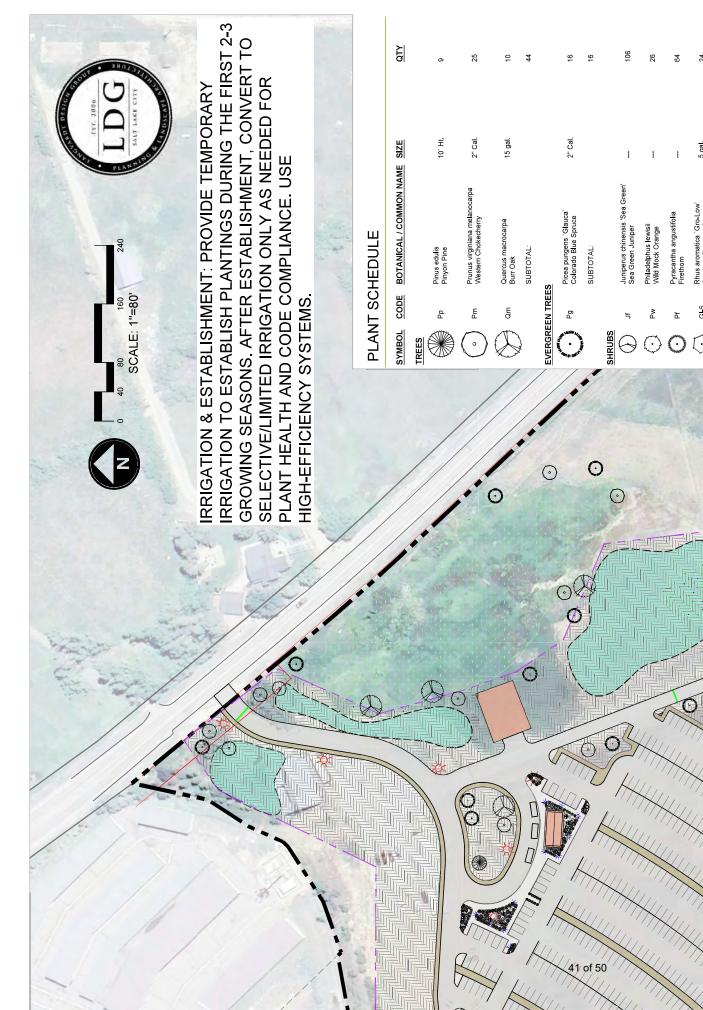
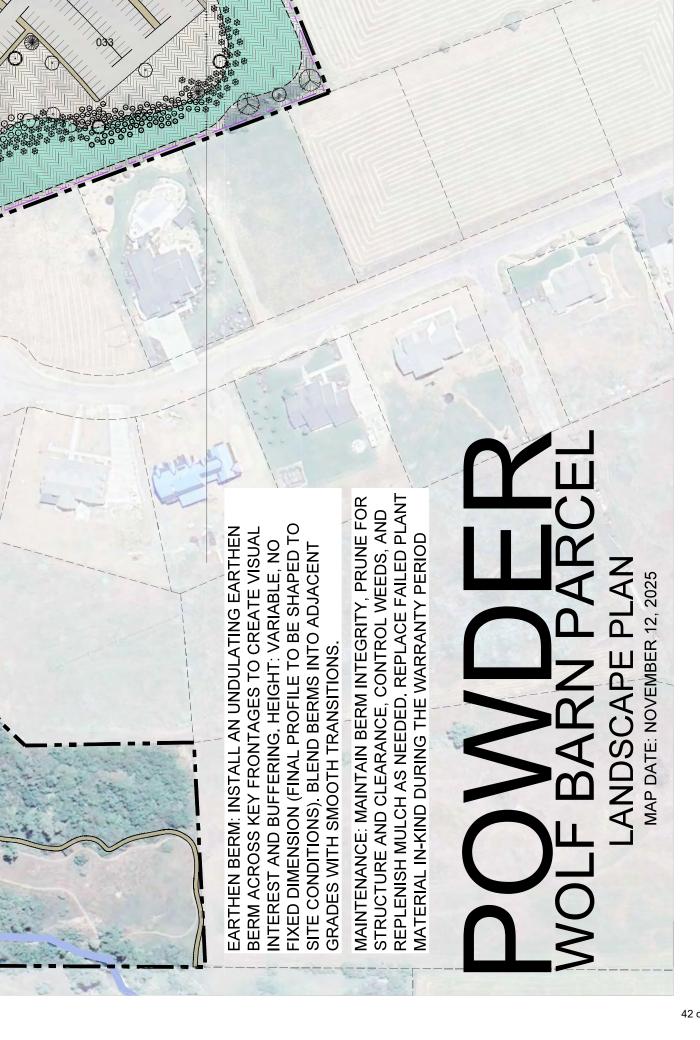


EXHIBIT D
Landscape Plan









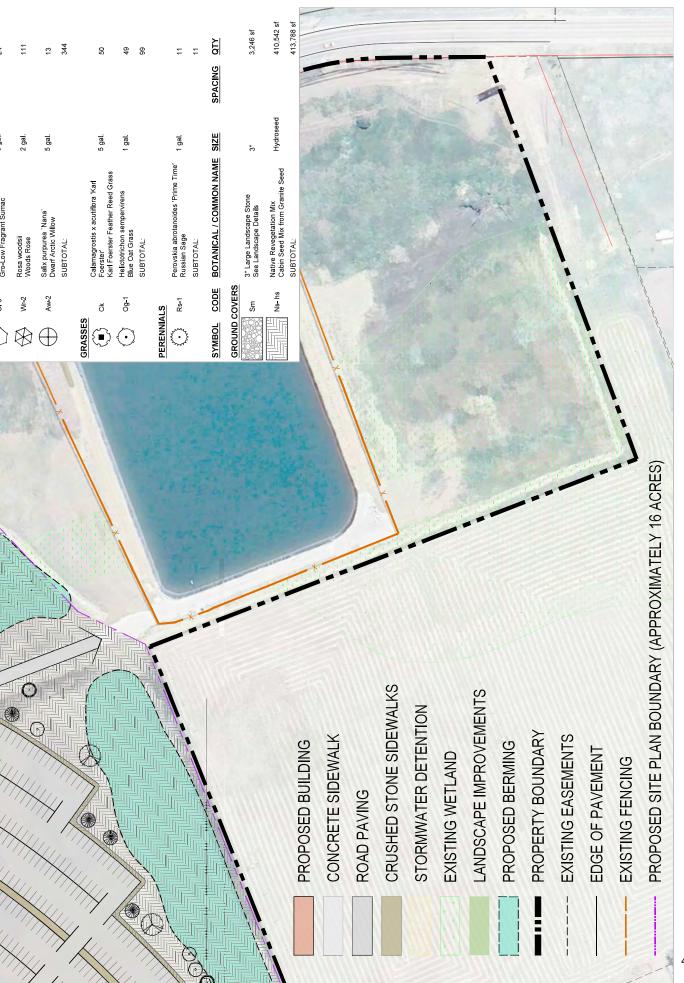
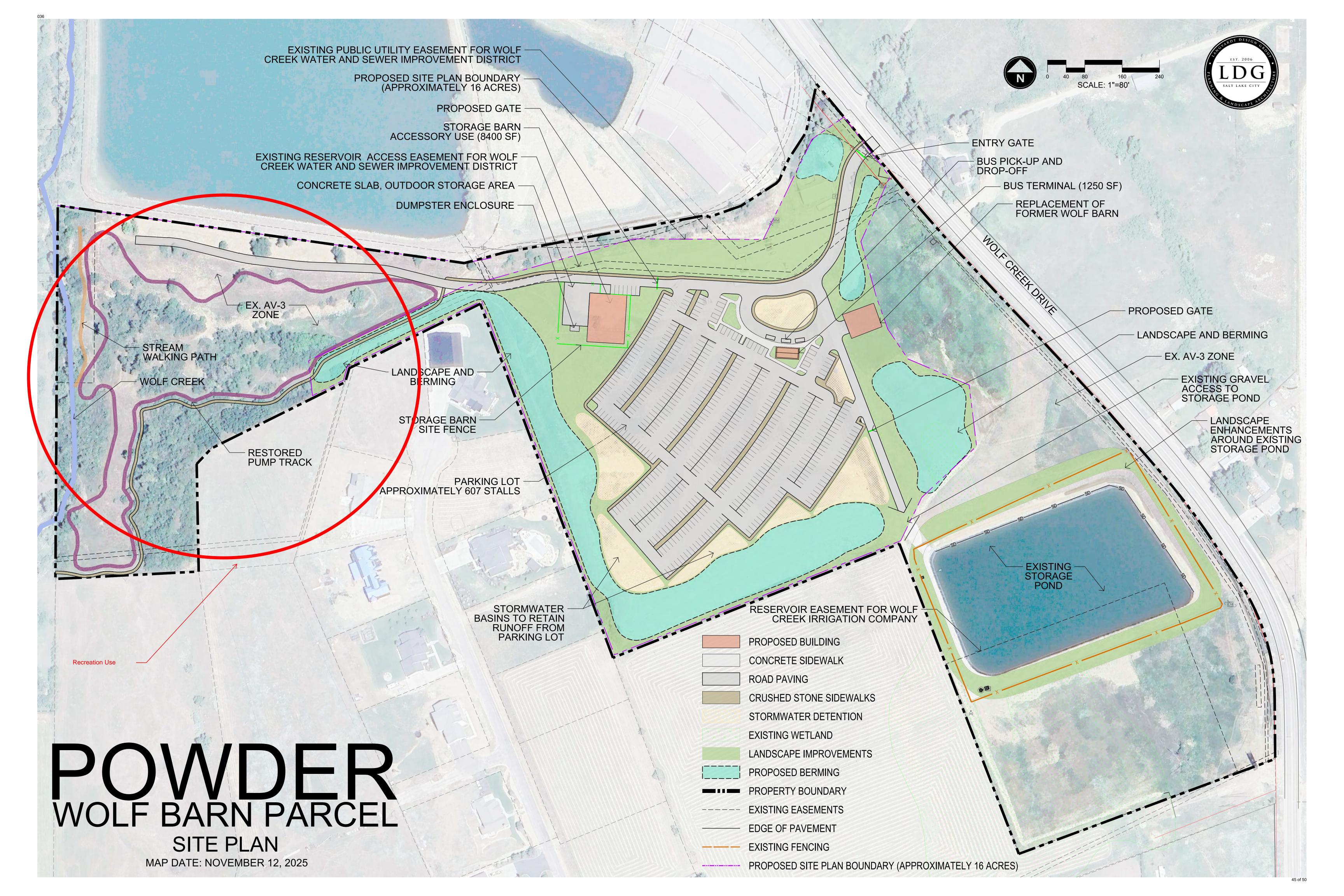
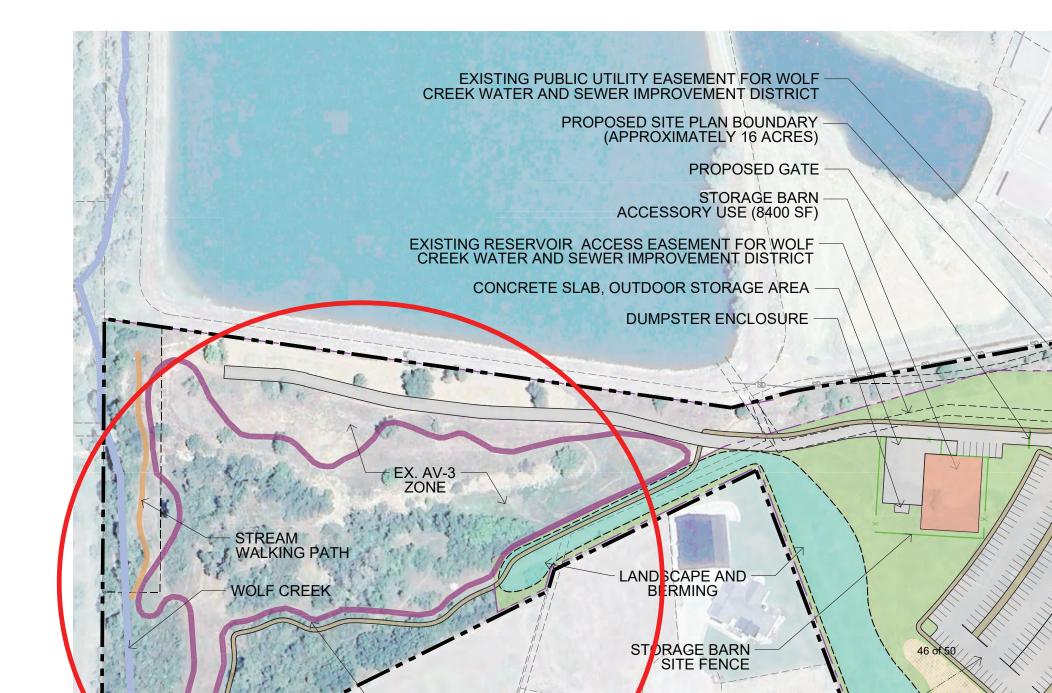


EXHIBIT E
Recreational Use











## powder

November 12, 2025

Weber County Planning Commission c/o Weber County Planning Division 2380 Washington Boulevard, Suite 240 Ogden, Utah 84401

> Re: Request for Action on November 24, 2025, Planning Commission Review Development Agreement Amendment

Dear Planning Commission,

On behalf of Summit Mountain Holding Group LLC (Powder Mountain), we respectfully request that the Planning Commission take action on our Development Agreement Amendment at your November 24, 2025, Planning Commission meeting.

Since filing the proposed Development Agreement, our team has met with County staff, including County Attorney Courtlan Erickson, to review the details. We have incorporated all of their requested edits into the Development Agreement submittal package now before you.

We respectfully request the Planning Commission make a recommendation on November 24, 2025 to the County Commission. We would appreciate any specific written findings identifying further considerations or direction you may have for the County Council. We are prepared to address any questions during the public hearing and to provide clarifying language on the record, if helpful.

We appreciate staff's collaboration and the Planning Commission's time. Thank you for your consideration.

Sincerely,

Brooke Hontz

Chief Development & Construction Officer, Powder Mountain

435-640-1941

bhontz@powder.org

POWDERMOUNTAIN.COM
3900 N. WOLF CREEK DR EDEN UT 84310