



WEBER COUNTY PLANNING DIVISION

Administrative Review Meeting Agenda

December 10, 2025

1:30 pm

1. Administrative Items

- 1.1 UVR090325:** Consideration and action on a request for approval of Rocking B Ranches Cluster Subdivision, a five-lot cluster subdivision located in the AV-3 Zone, at approximately 1310 N 7275 E, Huntsville, UT, 84317. This proposal is dedicating 14.977 acres of common area (open space) and extending a public right-of-way.

Staff Presenter - Tammy Aydelotte

- 1.2 UVB101725:** Consideration and action on a request for final approval of Black Horse Subdivision consisting of 2 lots, located at 6100 East 2300 North, Eden, UT, 84310.

Staff Presenter - Tammy Aydelotte

- 1.3 UVP4A112125 & UVP4B112125:** Consideration and action on a request for final approval of Parkside Phases 4A & 4B consisting of 11 lots, located at approximately 4160 Howe Drive, Eden, UT, 84310.

Staff Presenter - Tammy Aydelotte

- 1.4 UVC092325:** Consideration and action on a request for final subdivision approval of the Cobabe Phase 1 Subdivision, a 9-lot subdivision located in the MPD Overlay Zone located off of Wolf Creek Drive in Eden.

Staff Presenter - Tammy Aydelotte

- 1.5 UVCTP1101725:** Consideration and action on a request for final subdivision approval of the Cobabe Ranch Townhomes Phase 1 Subdivision, an 8-unit subdivision located in the MPD Overlay Zone located off of Wolf Creek Drive in Eden. This proposal include 50' private roadways, and limited common area, located at approximately 2800 N Wolf Creek Road, Eden, UT, 84310.

Staff Presenter - Tammy Aydelotte

- 1.6 UVCTP2101725:** Consideration and action on a request for final subdivision approval of the Cobabe Ranch Townhomes Phase 2 Subdivision, an 8-unit subdivision located in the MPD Overlay Zone located off of Wolf Creek Drive in Eden. This proposal include 50' private roadways, and limited common area, located at approximately 2800 N Wolf Creek Road, Eden, UT, 84310.

Staff Presenter - Tammy Aydelotte

The meeting will be held in Public Works Conference Room, in the Weber Center, 2nd Floor Suite 240, 2380 Washington Blvd, Ogden Utah 84401

****Public comment may not be heard during administrative items. Please contact***

The Planning Division Project Manager at 801 -399-8374 before the meeting if you have questions or comments regarding an item*

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8374

1.7 ZDA 2025-12: Request to approve a modified concept development plan for Area D & E– Summit Village and the Gertsen area - in the Recorded Development Agreement for Powder Mountain.

Staff Presenter - Tammy Aydelotte

1.8 UVE102825: Consideration and action on a request for final approval of Eden Crossing Subdivision Phase 1, consisting of 2 lots, common area, and dedicated roadways (public and private) located at 2490 N Highway 162, Eden, UT, 84310.

Staff Presenter - Tammy Aydelotte

1.9 UVW111325: Consideration and action on a request for final approval of Westwood Homestead No. 3 1st Amendment Subdivision, consisting of one lot located at 7639 E 1900 N Eden, Utah.

Staff presenter - Felix Lleverino

1.10 UVR100225: a request for final approval of Rocky Ranch Subdivision consisting of 1 lot, located at 3401 East 5100 North, Liberty, Utah.

Staff Presenter: Felix Lleverino.

Adjourn

The meeting will be held in Public Works Conference Room, in the Weber Center, 2nd Floor Suite 240, 2380 Washington Blvd, Ogden Utah 84401

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Staff Report to the Weber County Planning Division

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for approval of Rocking B Ranches Cluster Subdivision, a five-lot cluster subdivision located in the AV-3 Zone, at approximately 1310 N 7275 E, Huntsville, UT, 84317. This proposal is dedicating 14.977 acres of common area (open space) and extending a public right-of-way.

Agenda Date: Wednesday, July 21, 2021

Applicant: Rick Bailey, Owner

File Number: UVR090325

Property Information

Approximate Address: 1310 N 7275 E, Huntsville, UT, 84317

Project Area: 22.063 acres

Zoning: Agricultural Valley 3 (AV-3)

Existing Land Use: Vacant

Proposed Land Use: Residential

Parcel ID: 22-015-0092, 22-015-0093

Township, Range, Section: T7N, R1E, Section 21

Adjacent Land Use

North:	Residential	South:	Residential
East:	Residential	West:	Residential

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794

Report Reviewer: RG

Applicable Land Use Codes

- Title 101 (General Provisions) Chapter 1 (Definitions)
- Title 104 (Zones) Chapter 2 (Agricultural Zones, AV-3)
- Title 106 (Subdivisions) Chapter 1 (General Provisions) Section 8 (Final Plat Requirements)

Development History

4/29/1974 – Middle Fork Ranches Subdivision recorded.

8/26/2025 – A sketch plan endorsement was given by the Ogden Valley Planning Commission in a public meeting.

Background and Summary

The applicant is requesting approval of a five-lot cluster subdivision that will gain access from 7275 East Street, a public road. All proposed lots exceed the minimum of 20,000 square feet (on a septic system) and the minimum 80' width for a lot in a cluster subdivision in the AV-3 Zone. The applicant is proposing shared wells to be located south of the subdivision lots, in the Common Area. A well protection easement area shall be shown on the final plat, and a shared well agreement shall be recorded with the final plat.

As part of the approval process, the proposal has been reviewed against the current Weber County Land Use Code (LUC), and the standards of the AV-3 zone found in LUC §104-2. The following section is a brief analysis of this project against current land use regulations.

Analysis

General Plan: This proposal conforms with Ogden Valley General Plan (OVGP) by encouraging low-density development that preserves open space (see page 21 of the OVGP).

Zoning: The property is located in the AV-3 Zone. The purpose of this zone is stated in the LUC §104-2.

"The AV-3 Zone and A-1 Zone are both an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone and A-1 Zone is to:

- 1. Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;*
- 2. Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and*
- 3. Direct orderly low-density residential development in a continuing rural environment."*

Small Subdivision: "The planning Director is delegated administrative authority to approve small subdivisions if in his discretion there are no conditions which warrant its submittal to the planning commission LUC §106-1-8 (f))." This proposal qualifies as a small subdivision consisting of nine or fewer lots.

Lot Development Standards: For a lot in a cluster subdivision in the AV-3 Zone the following standards apply, with some variation due to septic vs. sewer:

Min. lot area – 9,000/20,000 square feet

Min. lot width – 80'

Min. front/rear setback – 20'

Min. side setback – 8'

Street Connectivity: Applicant is proposing a public right-of-way that extends to the furthest extent of the subdivided lots. Planning Staff has determined that the need for a road stub extending to the southernmost extent of the development, through sensitive lands and a FEMA flood Zone is not necessary or needed for future development, given the subdivision to the south and the private roadway of Stoker Lane for which the subdivision to the south access their lots. Given that the only lots that will use the proposed 26' wide roadway, Planning would rather see this as a private roadway, maintained by an HOA, instead of the public dedication that is shown on the current version of the final plat. As a condition of approval, Planning will recommend that any roadway extensions are dedicated as private, and will need to meet minimum Engineering and Fire requirements in the submitted engineered plans, prior to recording the final plat.

Open Space Requirements: Per Cluster Subdivision Open Space requirements for a cluster subdivision in the AV-3 Zone are a minimum of 60%. Applicant is proposing to dedicate 68% (14.977 acres) of the total area (22.063 acres) as Common Area as shown on the plat. Per Open space requirements, an Open Space preservation plan shall be submitted to staff that includes the following:

- 1. An overall cluster subdivision map identifying all open space areas and open space area amenities.*
- 2. An open space site plan that:*
 - a. Identifies the open space parcel ownership types specified in subsection (c)(9) of this section;*
 - b. Identifies each proposed ownership type with a unique color;*
 - c. Shows the locations of existing and proposed future structures and other open space amenities; structures housing a subdivision utility or serving as a subdivision amenity shall be subject to all applicable standards including all design review and applicable architectural standards found in title 108 of the Weber County Land Use Code; and*
 - d. Includes all park improvements and is accompanied by a letter of approval from the local park district for open space that will be gifted as a park parcel to a local park district.*
- 3. A narrative describing all proposed open space parcels, their proposed method of ownership, their proposed method of maintenance, their proposed uses, and any proposed building envelopes.*

An open space parcel that is common area shall be commonly owned by an appropriate homeowner's association established under U.C.A. 1953, § 57-8a-101 et seq., the Community Association Act.

Open space parcels shall be preserved in the following manner:

- (1) *"Open space parcels shall be permanently preserved in a manner that is consistent with the approved open space preservation plan.*
- (2) *Language shall be included in the dedication of the subdivision plat that substantially reads as follows; final language is subject to approval from the county surveyor and county attorney:*

... and additionally dedicate and convey to Weber County a perpetual open space easement on, under, and over all parcels and open and undeveloped in a manner consistent with the approved open space plan; ...

- (3) *An agreement, in a form acceptable to the county attorney, shall be recorded with the final plat to the title of all open space preservation parcels, including estate lots, that details the open space preservation plan and any related conditions of approval necessary to execute the open space preservation plan. The approved site plan shall be included in the agreement. If the plat recordation is also the means of conveyance of any open space parcel, the agreement shall also specify the name and tax notification mailing address if the new owner.*
- (4) *If a cluster subdivision contains open space intended to preserve substantial or crucial wildlife habitat, as defined by the Utah Division of Wildlife Resources, a wildlife habitat easement meeting the requirements of the Utah Division of Wildlife Resources shall be offered to the division.*
- (5) *If a cluster subdivision contains an individually owned preservation parcel or estate lot with an open space area, the applicant shall:*
 1. *Identify all open space preservation areas on the final plat with a unique hatch or shading;*
 2. *Further identify each individually owned preservation parcel with a unique identifying letter;*
 3. *For an estate lot, delineate on the plat with survey locatable bearings and calls the area of the lot being preserved as open space."*

Flood Zone: This parcel is within a designated Fema Zone AE. This flood Zone is located mostly in the outlined common area, with small portions through the southern/eastern corner of lots 4 and 5.

Culinary Water and Sanitary Services: The applicant has provided proof approved water leases through Weber Basin. Applicant will need to obtain a permit to drill the wells from the State Engineer. Drilled wells and 48-hour pump test results are required to be submitted to Planning prior to recording the final plat. Applicant has provided feasibility for septic systems from Weber-Morgan Health Department.

Irrigation Water: . Applicant has provided proof of irrigation shares through Mountain Canal Irrigation Association. Applicant shall show adequate water for irrigation purposes, or record a Restrictive Landscape Covenant with the final plat, per Weber County LUC 106-4-2.010(b)(2)c. **"Secondary water exemption.** *A subdivision lot that is completely covered by pre-existing native wildland vegetation, and will remain so, is exempt from the secondary water requirements of this section as long as the pre-existing native wildland vegetation remains undisturbed in perpetuity, and is well-established in a manner that makes it relatively unlikely for noxious weed propagation. Clearing minimal area needed for buildings, driveways, accessory uses, wildfire defensible space, and similar uses is allowed under this exemption as long as it does not result in the need for outdoor watering. The following shall be provided with the final plat:*

1. *A restricted-landscape covenant is recorded to the lot. The covenant shall restrict the removal or addition of living vegetation from the lot unless the owner acquires the secondary water required by this section; and*
2. *A note shall be placed on the final recorded plat as required in Section 106-1-8.20."*

This reference states, "Landscaping and watering restrictions plat note. Pursuant to Section 106-4-2.010, a Lot that will have landscaping and watering restrictions shall have a note placed on the final recorded plat that generally explains the landscaping and watering restrictions per Lot, and references the recorded covenant or, if applicable, covenants, and specifies the automatic watering system requirements of Section 106-4-2.010, if applicable."

Review Agencies: Approval from all relevant review agencies shall be required prior to recording the final plat.

Tax Clearance: The 2025 property taxes have been paid in full.

Staff Recommendation

Staff recommends final plat approval of Rockin B Ranches Cluster Subdivision, consisting of 5 residential lots, private roadway and dedicated open space. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. Final Subdivision Plat shall reflect the correct name of the subdivision, and subtitle ('A Cluster Subdivision).
2. Escrow for required improvements (access) shall be submitted prior to recording the final plat.
3. All wells shall be drilled and pump-tested prior to recording the final plat.
4. An onsite wastewater notification shall be recorded with the final plat.
5. CC&R's shall be recorded with the final plat, outlining maintenance of the private roadway and common area.

The following items are the basis for the staff's recommendation:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. The proposed subdivision complies with the applicable County codes.

Exhibits

- A. Application
- B. Rockin B Ranches Cluster Subdivision Plat
- C. Water and sewer will serve

Area Map



Exhibit A

Rockin B Ranches Subdivision

[+ Add Follower](#)[✎ Change Status](#)[✎ Change Review Due Date](#)[✎ Edit Project](#)

Address: 1310 N 7275 E, Huntsville, UT, 84317
Maps: [Google Maps](#)
Project Type: Subdivisions
Sub Type: Small Subdivision
Created By: [William Bailey](#)
Created On: 7/31/2025

Project Status: Accepted
Status Date: 11/18/2025
File Number: UVR090325
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents](#) 20[Comments](#) 1[Reviews](#) 9[Followers](#) 19[History](#)[Reminder](#) 0[Payments](#) 1[Area Fees](#)[Internal](#) 0

Application

[+ Add Building](#)[+ Add Parcel](#)[✎ Edit Application](#)[+ Add a Contractor](#)[Print](#)[Building Permit](#)

Project Description

Cluster subdivision on 22 acres in Huntsville Utah. this will have 1 existing home and 4 new lots with a Private Road to the 4 lots.

Property Address

1310 N 7275 E
Huntsville, UT, 84317

Property Owner

William Rick Bailey
801-710-4401
wrbailey73@gmail.com

Representative

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Accessory Dwelling Unit

False

Current Zoning

AV-3

Subdivision Name

Rockin B Ranches

Number of new lots being created

4

Number of lots affected

1

Number of lots approved

0

Lot Number

1

Lot Size

3 Acre

Frontage

300ft

Culinary Water Authority

Weber Basin Water Conservancy District

Secondary Water Provider

Middle Fork Irrigation Company

Sanitary Sewer Authority

Health Department (Septic)

Nearest Hydrant Address

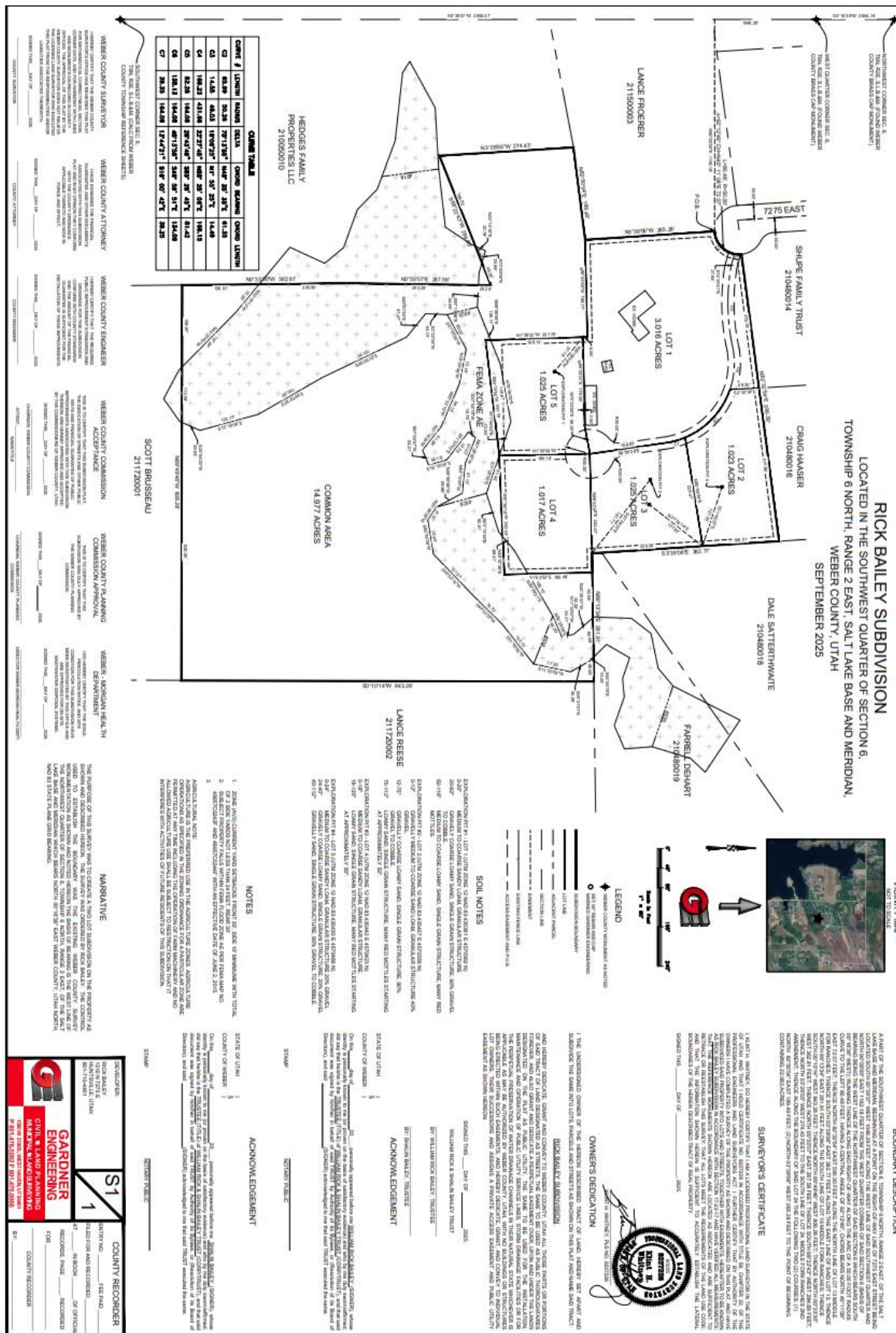
1350 N 7275 E Huntsville Ut 84317

Signed By

Owner, William Rick Bailey

Parcel Number

[✖ Remove](#) 210480013 - [County Map](#)[✖ Remove](#) 210050047 - [County Map](#)



BRIAN COWAN, MPH, LEHS
Health Officer/Executive Director

October 21, 2025



Weber County Planning Commission
2380 Washington Blvd.
Ogden, UT 84401

RE: Preliminary Subdivision **Determination**
Rockin B Ranches
1310 N 7275 E, Huntsville UT
Parcel #21-048-0013 & 21-005-0047
Soil log #15745

The soil and percolation information for the above-referenced lot has been reviewed. Culinary water will be provided by a private well. The placement of the well is critical to provide the required 100-foot protection zone. The well will need to be dug, tested and the water supply approved prior to issuance of a wastewater disposal permit.

DESIGN REQUIREMENTS

Test Pit #1/Lot 1 (Located at UTM Zone 12 Nad 83 435361E 4570362 N), **Test Pit #2/Lot 2** (Located at UTM Zone 12 Nad 83 435427E 4570359 N), & **Test Pit #3/Lot 4** (Located at UTM Zone 12 Nad 83 435442E 4570423 N) Anticipated ground water tables not to exceed 60 inches, fall within the range of acceptability for the utilization of a Conventional Wastewater Disposal System as a means of wastewater disposal. Maximum trench depth is limited to 18 inches. The absorption system is to be designed using a maximum loading rate of 0.9 gal/sq. ft./day as required for the gravelly coarse sandy loam, single grained structure soil horizon with a documented percolation rate of greater than 5 minute per inch to a depth of greater than 66 inches.

Test Pit #4/Lot 5 (Located at UTM Zone 12 Nad 83 435430E 4570469 N) Anticipated ground water tables are not expected to exceed 60 inches. Due to the gravelly sand, single grain structure soil horizon beginning at 40 inches below grade with a percolation rate of 3.1 minutes per inch the property falls within the range of acceptability for the utilization of a Wisconsin Mound Treatment System or a Packed Bed Media System as a means of wastewater disposal. As defined in the Utah Administrative Code R317-4 Table 6 the absorption area is to be designed using a maximum loading rate of 0.3 gal/sq. ft./day for a Wisconsin Mound absorption area, or 0.6 gal/sq. ft./day for the Packed Bed Media absorption area as required for the gravelly coarse loamy sand, single grained structure soil horizon. Maximum absorption area depth is limited to 0 inches for the Wisconsin Mound system and 24 inches for the Packed Bed Media System.

Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.

The following items are required for a formal **subdivision review**; application, receipt of the appropriate fee, and a full-sized copy of the subdivision plats showing the location of exploration pits and percolation tests as well as the documented soil horizons and percolation rates. A subdivision review will not occur until all items are submitted. Mylars submitted for signature without this information will be returned.

Each on-site individual wastewater disposal system must be installed in accordance with R317-4, Utah Administrative Code, Individual Wastewater Disposal Systems and Weber-Morgan District Health Department Rules. Final approval will be given only after an on-site inspection of the completed project and prior to the accomplishment of any backfilling.

Please be advised that the conditions of this letter are valid for a period of 18 months. At that time, the site will be re-evaluated in relation to rules in effect at that time.

Sincerely, 
Pedro Lozano, LEHS
Environmental Health Division
801-399-7160

EDUCATE | ENGAGE | EMPOWER

phone: 801-399-7100 | fax: 801-399-7110 | 477 23rd Street, Ogden, UT 84401 | www.webermorganhealth.org

Account No. 04200

Replacement Contract/4

**PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE ALLOTMENT OF WATER**

William Rick & Shalin Bailey Trust (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 0.65 acre-foot of untreated replacement water annually, primarily for domestic purposes, with limited irrigation use, as outlined below, on land situated in Weber County, Utah, legally described as follows:

Section 6, Township 6N, Range 2E, Acres 5.02

Parcel. No.(s): 21-048-0013

Description of Lands:

ALL OF LOT 13, MIDDLE FORK RANCHES, WEBER COUNTY, UTAH.

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$374.00. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not the Petitioner actually takes

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or uses the water allotted.

(c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devices. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

3. PENALTY FOR DELINQUENCY: Every installment or charge required to be paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

4. REMEDIES IN CASE OF DEFAULT: If the Petitioner shall fail to make any payment due hereunder on or before the due date, or in the event that the petitioner shall violate any of the terms of this Contract, the District may refuse the delivery of water, or upon written notice to Petitioner, cancel this Contract in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Contract or by law to enforce collection of any payment due hereunder.

5. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well, primarily for domestic purposes, with limited irrigation use, as outlined in this Contract, at a point located on the land hereinabove described, and for no other use or purpose.

6. OVERUSE. The amount of water to which the Petitioner is entitled (and which Petitioner receives and/or uses) annually shall not exceed the allotted amount as described above. The Water Efficiency Standards, contained in Paragraph 11, below, contain guidelines to assist the Petitioner in complying with these water use limitations. In the event that Petitioner receives District water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Petitioner will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in the total amount being levied as a tax lien in future years, and, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

7. UTAH STATE ENGINEER. Petitioner's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Petitioner shall not use the allotted water in any way, and the District will not be obligated to deliver water to the Petitioner as herein provided, until Petitioner first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

8. DELIVERY OF WATER. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of Pineview Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

9. WATER SHORTAGE. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Petitioner and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage, allocations of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

10. WATER CONSERVATION. In order to help preserve the precious water supply entrusted to the District, and in order to help facilitate the sustainable use of that limited water resource, the Petitioner shall, at a minimum, take the following actions to conserve and protect water: (i) pursuant to appropriate metering, keep water use strictly within the allotted volume outlined in this Contract; (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances; (iv) adhere to the water efficiency standards applicable to this contract found in section 11.

11. WATER EFFICIENCY STANDARDS. As outlined above, the Petitioner shall not receive and/or use District water in any amount that exceeds the allotted volume outlined in this Contract. The following guidelines should be considered by Petitioner in order to limit the use of water hereby allotted to the volumes outlined:

(a) Indoor Water: As outlined above, the primary purpose of this Contract is to provide for domestic water use, with only very limited irrigation water use. In order to comply with the water volume restrictions outlined in this Contract, it is recommended that indoor water use (water not used for outdoor landscaping) should not exceed 0.45 acre-feet (approximately 146,000 gallons) annually. It is highly recommended that the Petitioner install plumbing fixtures that have the WaterSense label, including: faucets, shower heads, urinals and toilets.

(b) Outdoor Water: Assuming the allocation of water for indoor use, as outlined in Paragraph (a), above, outdoor water should not exceed 0.20 acre-feet (approximately 65,000 gallons) annually. As outlined herein, the combined indoor and outdoor water use shall not exceed the 0.65 acre feet allotted. Nothing in this Contract should be construed to restrict or limit Petitioner's right to seek and obtain water from other sources to provide for additional indoor or outdoor water use. In order to meet these requirements, it is strongly recommended that landscaping and irrigation design and construction comply with the following standards:

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i. Irrigation Design

- (1) WaterSense labeled irrigation controllers should be utilized for the irrigation of landscaping.
- (2) Irrigation should be designed to achieve the highest water efficiency for the designated plant materials. Drip irrigation, or bubblers, should be used except in lawn areas.
- (3) Irrigation valves should irrigate landscaping with similar site, slope, soil conditions, and plant materials with similar needs. Drip irrigation and overhead sprinklers should be placed on separate irrigation valves.

ii. Landscape Design

In order for the Petitioner to stay within the recommended outdoor water allocation of 0.20 acre-feet annually, it is recommended that the following criteria be incorporated into the landscaping of the allocated lands:

- (1) Turf grass should be limited to the greater of 35% of the total irrigable space or 250 square feet, but in no case shall exceed 2,000 square feet.
- (2) Turf grass should not be placed in:
 - a. Areas with widths less than 8-feet
 - b. Slopes greater than 25%
- (3) Water allotted shall not be used for outdoor water features, and any use of water under this Contract for any outdoor water features shall be a violation of the terms of this Contract.

12. FACILITIES. The Petitioner shall construct, operate and maintain, without cost to the district, the well and appurtenant facilities necessary to secure and accurately measure Petitioner's water supply. The metering or other measuring device installed by Petitioner shall be satisfactory to the Utah State Engineer and to the District. The required meter installation shall be according to the drawings and specifications provided herein, see Exhibit A. The District has no responsibility for the quality or quantity of water that Petitioner is able to secure through the source of Petitioner's well.

13. RIGHTS OF WAY ACCESS AGREEMENT. Petitioner agrees to allow the District and its agents unrestricted access across the above-described land for the purpose of ongoing operation and maintenance of water metering equipment and appurtenances. Said equipment shall be owned, operated and maintained by the District. District's Ownership and O&M responsibilities are limited to the meter, radio, and meter enclosure.

14. BENEFICIAL USE. The basis, the measure and the limit of the right of the Petitioner in the use of water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put the water allotted Petitioner hereby to beneficial use in accordance with law. The Petitioner shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

15. ACCOUNTING AND WATER SUPPLY RECORDS. The Petitioner shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof, including, at all times, meter records showing all use of water under this Contract. The Petitioner agrees to provide the above information and documentation to the District upon request, and within 30 days of any such request.

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16. COMPLIANCE WITH LAW. The Petitioner agrees to fully comply with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

17. INDEMNIFICATION. Petitioner agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract or from the non-fulfillment of any covenant or agreement on the part of Petitioner under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

18. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

19. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and their respective successors and permitted assigns.

20. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

21. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

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22. **WAIVER.** No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

23. **SUCCESSION AND ASSIGNMENT.** The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

24. **FURTHER ACTS.** The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

25. **INCORPORATION OF RECITALS.** The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

26. **INTEGRATION.** This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

27. **AMENDMENTS.** This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.

28. **EXPENSES OF ENFORCEMENT.** In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

6/9

29. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

30. REUSE. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the District.

31. NOTICE. Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

32. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

33. CONTRACT ASSESSMENTS: This Petition is governed by the provisions of Utah Code Section 17B-2a-1007, titled "Contract Assessments," together with the rules and regulations of the District's board of trustees relating to contract assessments.

SIGN HERE → William Rick Bailey, TRUSTEE.

SIGN HERE →
Petitioners and Owners of Land above-described

William Rick & Shalin Bailey Trust

C/O Rick Bailey

1310 North 7275 East

Huntsville Utah 84317

Address

wribailey73@gmail.com

Email Address

(801) 710-4401

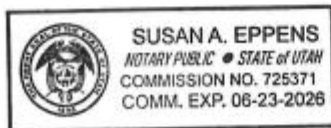
Phone Number

STATE OF UTAH)
COUNTY OF DAVIS) ss.

On the 14 day of July, 2025, before me, Susan A. Eppens a notary
date month year notary public name
public, personally appeared William Rick Bailey, Trustee, proved on the basis of
name of document signor(s)

satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and
acknowledged (he/she/they) executed the same.

(SEAL)



Susan A. Eppens
NOTARY PUBLIC SIGNATURE

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of William Rick & Shalin Bailey Trust be granted and an allotment of 0.65 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 31 day of July, 2025

WEBER BASIN WATER CONSERVANCY DISTRICT

BY Angie Osguthorpe
Angie Osguthorpe, Chair

ATTEST:

Scott W. Paxman
Scott W. Paxman, General Manager/CEO

(SEAL)



Account No. 04201

Replacement Contract/4

**PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE ALLOTMENT OF WATER**

William Rick & Shalin Bailey Trust (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 0.65 acre-foot of untreated replacement water annually, primarily for domestic purposes, with limited irrigation use, as outlined below, on land situated in Weber County, Utah, legally described as follows:

Section 6, Township 6N, Range 2E, Acres 5.02

Parcel. No.(s): 21-048-0013

Description of Lands:

ALL OF LOT 13, MIDDLE FORK RANCHES, WEBER COUNTY, UTAH.

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$374.00. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not the Petitioner actually takes

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or uses the water allotted.

(c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devices. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

3. PENALTY FOR DELINQUENCY: Every installment or charge required to be paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

4. REMEDIES IN CASE OF DEFAULT: If the Petitioner shall fail to make any payment due hereunder on or before the due date, or in the event that the petitioner shall violate any of the terms of this Contract, the District may refuse the delivery of water, or upon written notice to Petitioner, cancel this Contract in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Contract or by law to enforce collection of any payment due hereunder.

5. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well, primarily for domestic purposes, with limited irrigation use, as outlined in this Contract, at a point located on the land hereinabove described, and for no other use or purpose.

6. OVERUSE. The amount of water to which the Petitioner is entitled (and which Petitioner receives and/or uses) annually shall not exceed the allotted amount as described above. The Water Efficiency Standards, contained in Paragraph 11, below, contain guidelines to assist the Petitioner in complying with these water use limitations. In the event that Petitioner receives District water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Petitioner will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in the total amount being levied as a tax lien in future years, and, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

7. UTAH STATE ENGINEER. Petitioner's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Petitioner shall not use the allotted water in any way, and the District will not be obligated to deliver water to the Petitioner as herein provided, until Petitioner first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

8. DELIVERY OF WATER. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of Pineview Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

9. WATER SHORTAGE. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Petitioner and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage, allocations of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

10. WATER CONSERVATION. In order to help preserve the precious water supply entrusted to the District, and in order to help facilitate the sustainable use of that limited water resource, the Petitioner shall, at a minimum, take the following actions to conserve and protect water: (i) pursuant to appropriate metering, keep water use strictly within the allotted volume outlined in this Contract; (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances; (iv) adhere to the water efficiency standards applicable to this contract found in section 11.

11. WATER EFFICIENCY STANDARDS. As outlined above, the Petitioner shall not receive and/or use District water in any amount that exceeds the allotted volume outlined in this Contract. The following guidelines should be considered by Petitioner in order to limit the use of water hereby allotted to the volumes outlined:

(a) Indoor Water: As outlined above, the primary purpose of this Contract is to provide for domestic water use, with only very limited irrigation water use. In order to comply with the water volume restrictions outlined in this Contract, it is recommended that indoor water use (water not used for outdoor landscaping) should not exceed 0.45 acre-feet (approximately 146,000 gallons) annually. It is highly recommended that the Petitioner install plumbing fixtures that have the WaterSense label, including: faucets, shower heads, urinals and toilets.

(b) Outdoor Water: Assuming the allocation of water for indoor use, as outlined in Paragraph (a), above, outdoor water should not exceed 0.20 acre-feet (approximately 65,000 gallons) annually. As outlined herein, the combined indoor and outdoor water use shall not exceed the 0.65 acre feet allotted. Nothing in this Contract should be construed to restrict or limit Petitioner's right to seek and obtain water from other sources to provide for additional indoor or outdoor water use. In order to meet these requirements, it is strongly recommended that landscaping and irrigation design and construction comply with the following standards:

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i. Irrigation Design

- (1) WaterSense labeled irrigation controllers should be utilized for the irrigation of landscaping.
- (2) Irrigation should be designed to achieve the highest water efficiency for the designated plant materials. Drip irrigation, or bubblers, should be used except in lawn areas.
- (3) Irrigation valves should irrigate landscaping with similar site, slope, soil conditions, and plant materials with similar needs. Drip irrigation and overhead sprinklers should be placed on separate irrigation valves.

ii. Landscape Design

In order for the Petitioner to stay within the recommended outdoor water allocation of 0.20 acre-feet annually, it is recommended that the following criteria be incorporated into the landscaping of the allocated lands:

- (1) Turf grass should be limited to the greater of 35% of the total irrigable space or 250 square feet, but in no case shall exceed 2,000 square feet.
- (2) Turf grass should not be placed in:
 - a. Areas with widths less than 8-feet
 - b. Slopes greater than 25%
- (3) Water allotted shall not be used for outdoor water features, and any use of water under this Contract for any outdoor water features shall be a violation of the terms of this Contract.

12. FACILITIES. The Petitioner shall construct, operate and maintain, without cost to the district, the well and appurtenant facilities necessary to secure and accurately measure Petitioner's water supply. The metering or other measuring device installed by Petitioner shall be satisfactory to the Utah State Engineer and to the District. The required meter installation shall be according to the drawings and specifications provided herein, see Exhibit A. The District has no responsibility for the quality or quantity of water that Petitioner is able to secure through the source of Petitioner's well.

13. RIGHTS OF WAY ACCESS AGREEMENT. Petitioner agrees to allow the District and its agents unrestricted access across the above-described land for the purpose of ongoing operation and maintenance of water metering equipment and appurtenances. Said equipment shall be owned, operated and maintained by the District. District's Ownership and O&M responsibilities are limited to the meter, radio, and meter enclosure.

14. BENEFICIAL USE. The basis, the measure and the limit of the right of the Petitioner in the use of water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put the water allotted Petitioner hereby to beneficial use in accordance with law. The Petitioner shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

15. ACCOUNTING AND WATER SUPPLY RECORDS. The Petitioner shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof, including, at all times, meter records showing all use of water under this Contract. The Petitioner agrees to provide the above information and documentation to the District upon request, and within 30 days of any such request.

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16. COMPLIANCE WITH LAW. The Petitioner agrees to fully comply with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

17. INDEMNIFICATION. Petitioner agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract or from the non-fulfillment of any covenant or agreement on the part of Petitioner under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

18. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

19. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and their respective successors and permitted assigns.

20. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

21. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

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22. **WAIVER.** No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

23. **SUCCESSION AND ASSIGNMENT.** The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

24. **FURTHER ACTS.** The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

25. **INCORPORATION OF RECITALS.** The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

26. **INTEGRATION.** This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

27. **AMENDMENTS.** This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.

28. **EXPENSES OF ENFORCEMENT.** In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

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29. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

30. REUSE. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the District.

31. NOTICE. Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

32. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

33. CONTRACT ASSESSMENTS: This Petition is governed by the provisions of Utah Code Section 17B-2a-1007, titled "Contract Assessments," together with the rules and regulations of the District's board of trustees relating to contract assessments.

SIGN HERE → William Rick Bailey, Trustee.

SIGN HERE →

Petitioners and Owners of Land above-described

William Rick & Shalin Bailey Trust

C/O Rick Bailey

1310 North 7275 East

Huntsville Utah 84317

Address

wrbaily73@gmail.com

Email Address

(801) 710-4401

Phone Number

STATE OF UTAH)
COUNTY OF DAVIS) ss.

On the 14 day of July, 2025, before me, Susan A. Eppens a notary
date month year notary public name
public, personally appeared William Rick Bailey, Trustee, proved on the basis of
name of document signor(s)

satisfactory evidence to be the person(s) whose name(s) (is) subscribed to this instrument, and
acknowledged (he) she/they executed the same.

(SEAL)



Susan A. Eppens
NOTARY PUBLIC SIGNATURE

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of William Rick & Shalin Bailey Trust be granted and an allotment of 0.65 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 31 day of July, 2025

WEBER BASIN WATER CONSERVANCY DISTRICT

BY Angie Osguthorpe
Angie Osguthorpe, Chair

ATTEST:

Scott W. Paxman
Scott W. Paxman, General Manager/CEO

(SEAL)



Account No. 04202

Replacement Contract/4

**PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE ALLOTMENT OF WATER**

William Rick Bailey & Shalin Bailey Trust (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 0.65 acre-foot of untreated replacement water annually, primarily for domestic purposes, with limited irrigation use, as outlined below, on land situated in Weber County, Utah, legally described as follows:

Section 6, Township 6N, Range 2E, Acres 17.00

Parcel. No.(s): 21-005-0047

Description of Lands:

PARCEL OF LAND LYING AND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. COMPRISING 17.00 ACRES BY ADJUSTING TAX PARCEL 21-005-0009. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 89°D55'06" WEST 1457.00 FEET (MEASURED BETWEEN THE WEBER COUNTY BRASS CAP WITNESS MONUMENT IN THE INTERSECTION OF 7900 EAST STREET AND STOKER LANE AND THE WEBER COUNTY BRASS CAP MONUMENT WITNESSING THE SOUTH QUARTER CORNER OF SAID SECTION 6, SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEBER COUNTY SURVEYOR'S BRASS CAP WITNESS MONUMENT TO THE SOUTH QUARTER CORNER OF SAID SECTION 6, THENCE NORTH 89°D46'57" WEST 210.80 FEET TO THE PURPORTED SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 01°D31'28" EAST 1330.82 FEET COINCIDENT WITH THE CENTER QUARTER SECTION LINE AS CURRENTLY MONUMENTED AND DEFINED BY THE WEBER COUNTY SURVEYOR TO THE C-S 1/16TH CORNER; THENCE SOUTH 88°D53'36" WEST 438.34 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548" AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 84°D27'57" WEST 842.75 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE WEST 80°D06'28" WEST 806.28 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 00°D43'44" WEST 362.81 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 00°D44'53" EAST 267.58 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE SOUTH 68°D12'29" WEST 284.69 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 03°D24'27" WEST 274.15 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 82°D33'04" EAST 212.02 FEET TO A

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NUMBER FIVE BARAND CAP STAMPED "LS 356548"; THENCE NORTH 88D53'36"
EAST877.98 FEET TO THE POINT OF BEGINNING.

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$374.00. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not the Petitioner actually takes or uses the water allotted.

(c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devices. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

3. PENALTY FOR DELINQUENCY: Every installment or charge required to be

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paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

4. REMEDIES IN CASE OF DEFAULT: If the Petitioner shall fail to make any payment due hereunder on or before the due date, or in the event that the petitioner shall violate any of the terms of this Contract, the District may refuse the delivery of water, or upon written notice to Petitioner, cancel this Contract in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Contract or by law to enforce collection of any payment due hereunder.

5. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well, primarily for domestic purposes, with limited irrigation use, as outlined in this Contract, at a point located on the land hereinabove described, and for no other use or purpose.

6. OVERUSE. The amount of water to which the Petitioner is entitled (and which Petitioner receives and/or uses) annually shall not exceed the allotted amount as described above. The Water Efficiency Standards, contained in Paragraph 11, below, contain guidelines to assist the Petitioner in complying with these water use limitations. In the event that Petitioner receives District water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Petitioner will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in the total amount being levied as a tax lien in future years, and, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

7. UTAH STATE ENGINEER. Petitioner's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Petitioner shall not use the allotted water in any way, and the District will not be obligated to deliver water to the Petitioner as herein provided, until Petitioner first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

8. DELIVERY OF WATER. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of Pineview Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.

9. WATER SHORTAGE. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Petitioner and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage, allocations of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.

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10. WATER CONSERVATION. In order to help preserve the precious water supply entrusted to the District, and in order to help facilitate the sustainable use of that limited water resource, the Petitioner shall, at a minimum, take the following actions to conserve and protect water: (i) pursuant to appropriate metering, keep water use strictly within the allotted volume outlined in this Contract; (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances; (iv) adhere to the water efficiency standards applicable to this contract found in section 11.

11. WATER EFFICIENCY STANDARDS. As outlined above, the Petitioner shall not receive and/or use District water in any amount that exceeds the allotted volume outlined in this Contract. The following guidelines should be considered by Petitioner in order to limit the use of water hereby allotted to the volumes outlined:

(a) Indoor Water: As outlined above, the primary purpose of this Contract is to provide for domestic water use, with only very limited irrigation water use. In order to comply with the water volume restrictions outlined in this Contract, it is recommended that indoor water use (water not used for outdoor landscaping) should not exceed 0.45 acre-feet (approximately 146,000 gallons) annually. It is highly recommended that the Petitioner install plumbing fixtures that have the WaterSense label, including: faucets, shower heads, urinals and toilets.

(b) Outdoor Water: Assuming the allocation of water for indoor use, as outlined in Paragraph (a), above, outdoor water should not exceed 0.20 acre-feet (approximately 65,000 gallons) annually. As outlined herein, the combined indoor and outdoor water use shall not exceed the 0.65 acre feet allotted. Nothing in this Contract should be construed to restrict or limit Petitioner's right to seek and obtain water from other sources to provide for additional indoor or outdoor water use. In order to meet these requirements, it is strongly recommended that landscaping and irrigation design and construction comply with the following standards:

i. Irrigation Design

- (1) WaterSense labeled irrigation controllers should be utilized for the irrigation of landscaping.
- (2) Irrigation should be designed to achieve the highest water efficiency for the designated plant materials. Drip irrigation, or bubblers, should be used except in lawn areas.
- (3) Irrigation valves should irrigate landscaping with similar site, slope, soil conditions, and plant materials with similar needs. Drip irrigation and overhead sprinklers should be placed on separate irrigation valves.

ii. Landscape Design

In order for the Petitioner to stay within the recommended outdoor water allocation of 0.20 acre-feet annually, it is recommended that the following criteria be incorporated into the landscaping of the allocated lands:

- (1) Turf grass should be limited to the greater of 35% of the total irrigable space or 250 square feet, but in no case shall exceed 2,000 square feet.
- (2) Turf grass should not be placed in:
 - a. Areas with widths less than 8-feet
 - b. Slopes greater than 25%
- (3) Water allotted shall not be used for outdoor water features, and any use of water

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under this Contract for any outdoor water features shall be a violation of the terms of this Contract.

12. FACILITIES. The Petitioner shall construct, operate and maintain, without cost to the district, the well and appurtenant facilities necessary to secure and accurately measure Petitioner's water supply. The metering or other measuring device installed by Petitioner shall be satisfactory to the Utah State Engineer and to the District. The required meter installation shall be according to the drawings and specifications provided herein, see Exhibit A. The District has no responsibility for the quality or quantity of water that Petitioner is able to secure through the source of Petitioner's well.

13. RIGHTS OF WAY ACCESS AGREEMENT. Petitioner agrees to allow the District and its agents unrestricted access across the above-described land for the purpose of ongoing operation and maintenance of water metering equipment and appurtenances. Said equipment shall be owned, operated and maintained by the District. District's Ownership and O&M responsibilities are limited to the meter, radio, and meter enclosure.

14. BENEFICIAL USE. The basis, the measure and the limit of the right of the Petitioner in the use of water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put the water allotted Petitioner hereby to beneficial use in accordance with law. The Petitioner shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.

15. ACCOUNTING AND WATER SUPPLY RECORDS. The Petitioner shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof, including, at all times, meter records showing all use of water under this Contract. The Petitioner agrees to provide the above information and documentation to the District upon request, and within 30 days of any such request.

16. COMPLIANCE WITH LAW. The Petitioner agrees to fully comply with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

17. INDEMNIFICATION. Petitioner agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract or from the non-fulfillment of any covenant or agreement on the part of Petitioner under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

18. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.

19. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or

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construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and their respective successors and permitted assigns.

20. **GOVERNING LAW; JURISDICTION.** This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

21. **INTERPRETATION.** In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

22. **WAIVER.** No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

23. **SUCCESSION AND ASSIGNMENT.** The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

24. **FURTHER ACTS.** The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

25. **INCORPORATION OF RECITALS.** The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

26. **INTEGRATION.** This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence,

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proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

27. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.

28. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

29. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

30. REUSE. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the District.

31. NOTICE. Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

32. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that

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such execution presents no conflict with any other agreement of such party.

33. CONTRACT ASSESSMENTS: This Petition is governed by the provisions of Utah Code Section 17B-2a-1007, titled "Contract Assessments," together with the rules and regulations of the District's board of trustees relating to contract assessments.

William R. B. J., TRUSTEE.

Petitioners and Owners of Land above-described

William Rick Bailey & Shalin Bailey Trust

C/O Rick Bailey

1310 N 7275 E

Huntsville Utah 84317

Address

wrbailey73@gmail.com

Email Address

(801) 710-4401

Phone Number

STATE OF UTAH)
COUNTY OF DAVIS) ss.

On the 14 day of July, 2025, before me, Swan A. Eppens a notary
date month year notary public name
public, personally appeared William Kirk Bailey, Trustee, proved on the basis of
name of document signor(s)
satisfactory evidence to be the person(s) whose name(s) (I) subscribed to this instrument, and
acknowledged (he) she/they executed the same.



Susan A. Eymus
NOTARY PUBLIC SIGNATURE

(SEAL)

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ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of William Rick Bailey & Shalin Bailey Trust be granted and an allotment of 0.65 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 31 day of July, 2025

WEBER BASIN WATER CONSERVANCY DISTRICT

BY Angie Osguthorpe
Angie Osguthorpe, Chair

ATTEST:

Scott W. Paxman
Scott W. Paxman, General Manager/CEO

(SEAL)



Account No.

04203

Replacement Contract/4

**PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE ALLOTMENT OF WATER**

William Rick Bailey & Shalin Bailey Trust (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 0.65 acre-foot of untreated replacement water annually, primarily for domestic purposes, with limited irrigation use, as outlined below, on land situated in Weber County, Utah, legally described as follows:

Section 6, Township 6N, Range 2E, Acres 17.00

Parcel. No.(s): 21-005-0047

Description of Lands:

PARCEL OF LAND LYING AND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, COMPRISING 17.00 ACRES BY ADJUSTING TAX PARCEL 21-005-0009. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 89D55'06" WEST 1457.00 FEET (MEASURED BETWEEN THE WEBER COUNTY BRASS CAP WITNESS MONUMENT IN THE INTERSECTION OF 7900 EAST STREET AND STOKER LANE AND THE WEBER COUNTY BRASS CAP MONUMENT WITNESSING THE SOUTH QUARTER CORNER OF SAID SECTION 6, SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEBER COUNTY SURVEYOR'S BRASS CAP WITNESS MONUMENT TO THE SOUTH QUARTER CORNER OF SAID SECTION 6, THENCE NORTH 89D46'57" WEST 210.80 FEET TO THE PURPORTED SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 01D31'28" EAST 1330.82 FEET COINCIDENT WITH THE CENTER QUARTER SECTION LINE AS CURRENTLY MONUMENTED AND DEFINED BY THE WEBER COUNTY SURVEYOR TO THE C-S 1/16TH CORNER; THENCE SOUTH 88D53'36" WEST 438.34 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548" AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 842.75 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE WEST 806.28 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548" THENCE NORTH 00D43'44" WEST 362.81 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 00D44'53" EAST 267.58 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE SOUTH 68D12'29" WEST 284.69 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 03D24'27" WEST 274.15 FEET TO A NUMBER FIVE BAR AND CAP STAMPED "LS 356548"; THENCE NORTH 82D33'04" EAST 212.02 FEET TO A

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NUMBER FIVE BARAND CAP STAMPED "LS 356548"; THENCE NORTH 88D53'36" EAST 877.98 FEET TO THE POINT OF BEGINNING.

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$374.00. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made.

(b) The amount so fixed shall be paid whether or not the Petitioner actually takes or uses the water allotted.

(c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied.

(d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devices. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.

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paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

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5. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well, primarily for domestic purposes, with limited irrigation use, as outlined in this Contract, at a point located on the land hereinabove described, and for no other use or purpose.

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19. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or

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construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and their respective successors and permitted assigns.

20. **GOVERNING LAW; JURISDICTION.** This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.

21. **INTERPRETATION.** In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

22. **WAIVER.** No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

23. **SUCCESSION AND ASSIGNMENT.** The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.

24. **FURTHER ACTS.** The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.

25. **INCORPORATION OF RECITALS.** The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.

26. **INTEGRATION.** This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence,

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proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.

27. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.

28. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

29. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.

30. REUSE. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the District.

31. NOTICE. Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

32. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that

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such execution presents no conflict with any other agreement of such party.

33. CONTRACT ASSESSMENTS: This Petition is governed by the provisions of Utah Code Section 17B-2a-1007, titled "Contract Assessments," together with the rules and regulations of the District's board of trustees relating to contract assessments.

SIGN HERE → William Rick Bailey TRUSTEE

SIGN HERE →
Petitioners and Owners of Land above-described

William Rick Bailey & Shalin Bailey Trust

C/O Rick Bailey

1310 N 7275 E

Huntsville Utah 84317

Address

wribailey73@gmail.com

Email Address

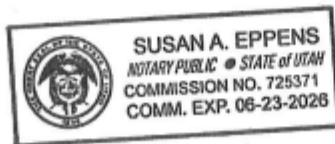
(801) 710-4401

Phone Number

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 14 day of July, 2025, before me, Susan A. Eppens a notary
date month year notary public name
public, personally appeared William Rick Bailey, Trustee, proved on the basis of
name of document signatory
satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to this instrument, and
acknowledged (he) she/they executed the same.

(SEAL)



Susan A. Eppens
NOTARY PUBLIC SIGNATURE

ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of William Rick Bailey & Shalin Bailey Trust be granted and an allotment of 0.65 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 31 day of July, 2025

WEBER BASIN WATER CONSERVANCY DISTRICT

BY Angie Osguthorpe
Angie Osguthorpe, Chair

ATTEST:

Scott W. Paxman
Scott W. Paxman, General Manager/CEO

(SEAL)



Mountain Canal Irrigation Association
PO Box 86
Huntsville, UT 894317
Mountaincanal84317@gmail.com

September 3, 2025

Subject: Rockin B Ranches (William and Shalin Bailey) Secondary Water

To Whom it may Concern:

William and Shalin Bailey possess secondary water shares with the Mountain Canal Irrigation Association. Their service address is:

1310 N 7425 E
Huntsville, UT 84317

At the time of subdivision approval, Mountain Canal will transfer secondary irrigation water shares to the 4 proposed lots. Pressurized lines currently exist on the property and will provide water to said lots.

V/r,



Jill Goff
Mountain Canal
Secretary/Treasurer



Staff Report to the Weber County Planning Director

Weber County Planning Division

Synopsis

Application Information

Agenda Item: Consideration and action on a request for final approval of Black Horse Subdivision consisting of 2 lots, located at 6100 East 2300 North, Eden, UT, 84310

Agenda Date: Wednesday, December 10, 2025

Application Type: Subdivision, administrative

Applicant: Kirk Langford

File Number: UVB101725

Property Information

Approximate Address: 6100 East 2300 North, Eden, UT, 84310

Project Area: 9.23 acres

Zoning: AV-3

Existing Land Use: Agricultural

Proposed Land Use: Residential

Parcel ID: 220490005

Adjacent Land Use

North: Agriculture	South: Agriculture
East: Residential/Agricultural	West: Agriculture

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794

Report Reviewer: RG

Applicable Ordinances

- Title 101 (General Provisions) Section 2 (Definitions)
- Title 104 (Zones) Chapter 2, Agricultural Zones
- Title 106 (Subdivisions)

Background and Summary

The application was accepted for review on October 17, 2025. The applicant is requesting final approval of Black Horse Subdivision consisting of 2 lots. The proposal complies with the county land use code and the recorded development agreement (see entry# 3388280 recorded 10/8/2025). The following is an analysis of the proposal and how it complies with the applicable regulations.

Analysis

General Plan: The Future Land Use map for Ogden Valley shows this property being utilized for rural residential lots. This request fits within Land Use Goal 1(pg. 21 of the General Plan document).

Zoning: The subject property is located in the AV-3 zone. Chapter 104-2 gives the following purpose and intent of the AV-3 zone:

The AV-3 zone and the A-1 Zone is both an agricultural and a low-density rural residential zone. The purpose is to designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern; set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and direct orderly low-density residential development in a continuing rural environment.

Lot area, frontage/width and yard regulations: Application is for a 2 lot Subdivision. Lot standards for the AV-3 zone are lot area minimum of 3 acres and lot width of 150 feet for a single-family dwelling. Both lots have the same dimensions of 4.61 acres in area and 657.065' in width.

Common and Open Space: No open spaces are proposed within this project.

Culinary water and sanitary sewage disposal: A septic feasibility letter has been provided by Weber-Morgan Health Department. WMHD has also verified that a 48-hour pump test has been performed on an existing well with results satisfactory regarding quantity and quality for drinking water standards. Applicant/developer is proposing a shared well.

Per section 106-4-2.010 (b) c - Secondary water exemption.

Secondary water exemption. A subdivision lot that is completely covered by pre-existing native wildland vegetation, and will remain so, is exempt from the secondary water requirements of this section as long as the pre-existing native wildland vegetation remains undisturbed in perpetuity, and is well-established in a manner that makes it relatively unlikely for noxious weed propagation. Clearing minimal area needed for buildings, driveways, accessory uses, wildfire defensible space, and similar uses is allowed under this exemption as long as it does not result in the need for outdoor watering. The following shall be provided with the final plat:

1. A restricted-landscape covenant is recorded to the lot. The covenant shall restrict the removal or addition of living vegetation from the lot unless the owner acquires the secondary water required by this section; and
2. A note shall be placed on the final recorded plat as required in Section 106-1-8.20.

Required Infrastructure: Per the recorded development agreement, the following apply:

- The dirt road from the cul-de-sac on 2300 N. to the subdivision entrance shall have approved fire turnouts installed every 200' to a width of 20'.
- An approved fire turnaround shall be installed at the subdivision entrance on 2300 N.

- The access from the entrance to the subdivision to the first residential lot, shall be a minimum of 15' wide with an approved fire turnaround installed at the end of the road in the subdivision.
- All roads and access shall be an approved surface capable of supporting the imposed load of fire apparatus up to 75,000 pounds.
- All residences shall have an NFPA 13D fire sprinkler system installed.
- Residences that are set back more than 150' from subdivision roads shall have a driveway/access that is a minimum of 20' wide with an approved fire turnaround at the end.

Prior to the second building permit in the project, Weber Fire District requires the following:

- The dirt road from the cul-de-sac on 2300 North to the subdivision, and all roads within the subdivision, shall be widened to a minimum of 20'.
- Approved fire turnarounds shall be installed at the end of each road within the subdivision.
- All roads and accesses shall be an approved surface capable of supporting the imposed load of fire apparatus up to 75,000 pounds.
- All residences shall have an NFPA 13D fire sprinkler system installed.
- Residences that are set back more than 150' from subdivision roads shall have a driveway/access that is a minimum of 20' wide with an approved fire turnaround at the end.

Review Agencies: This subdivision is being reviewed by review agencies including the County Engineering Division, County Surveyors, and the Fire District. The applicant will be required to comply with review agency comments. All agencies have recommended approval.

Planning Division Recommendation

The Planning Division recommends approval of Black Horse Subdivision, consisting of 2 lots, located in the AV-3 Zone at approximately 6100 East 2300 North, Eden, UT, 84310. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. A restricted Landscape Covenant signed by the developer, to be recorded with final plat.
2. An Onsite Wastewater Disposal Notice shall be recorded with the final plat.
3. A shared well agreement, approved by Weber-Morgan health Department shall be recorded with the final plat, if this hasn't already been done.

These recommendations based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. The proposed subdivision complies with applicable County ordinance.
- 3.

Exhibits

- A. Application
- B. Will serve letters
- C. Proposed final plat

Location map



Exhibit A - Application

Black Horse 2 Lot Subdivision

[+ Add Follower](#)[✎ Change Status](#)[✎ Change Review Due Date](#)[✎ Edit Project](#)

Address: 6100 East 2300 North, Eden, UT, 84310
Maps: [Google Maps](#)
Project Type: Subdivisions
Sub Type: Small Subdivision
Created By: [kirk langford](#)
Created On: 4/9/2024

Project Status: Accepted
Status Date: 10/17/2025
File Number: UVB101725
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents](#) 18[Comments](#) 1[Reviews](#) 12[Followers](#) 20[History](#)[Reminder](#) 0[Payments](#) 1[Area Fees](#)[Internal](#) 0

Application

[+ Add Building](#)[+ Add Parcel](#)[✎ Edit Application](#)[+ Add a Contractor](#)[Print](#)[Building Permit](#)

Project Description Black Horse 3 Lot Subdivision

Property Address 6100 East 2300 North
Eden, UT, 84310

Property Owner kirk langford
801-243-5412
klangford1@gmail.com

Representative --

Accessory Dwelling Unit	False
Current Zoning	AV-3
Subdivision Name	Black Horse
Number of new lots being created	3
Number of lots affected	3
Number of lots approved	0
Lot Number	2
Lot Size	3 acres
Frontage	305.67'
Culinary Water Authority	Weber Basin Water Conservancy District
Secondary Water Provider	Eden Irrigation Company
Sanitary Sewer Authority	Health Department (Septic)
Nearest Hydrant Address	1,000'+
Signed By	Owner, Kirk S. Langford

Parcel Number

[✕ Remove](#) 22049005 - [County Map](#)

BRIAN COWAN, MPH, LEHS
Health Officer/Executive Director



November 18, 2025

Weber County Planning Commission
2380 Washington Blvd.
Ogden, UT 84401

RE: Preliminary Subdivision **Determination (revised 11/18/25)**
Black Horse Subdivision, 2 lots
Parcel #22-049-0005
Soil log #15542 & 15680

The soil and percolation information for the above-referenced lot have been reviewed. Culinary water will be provided by a private well. **The placement of the well is critical so as to provide the required 100 foot protection zone.** The well will need to be dug, tested and the water supply approved prior to issuance of a wastewater disposal permit.

DESIGN REQUIREMENTS

Lot 1: Documented ground water tables not to exceeding 12 inches, fall within the range of acceptability for the utilization of a Wisconsin Mound Treatment System or a Packed Bed Media System followed by an At-Grade or Drip Irrigation absorption area, as a means of wastewater disposal. Maximum absorption area depth is limited to 0 inches. As defined in the Utah Administrative Code R317-4 Table 6 the absorption area is to be designed using a maximum loading rate of 0.22 gal/sq. ft./day for a Wisconsin Mound absorption area, or 0.45 gal/sq. ft./day for the Packed Bed Media absorption area as required for the silt clay loam, blocky structure soil horizon with a documented percolation rate of less than 60 minutes per inch. The absorption field must be located within 50 feet of test pit #2.15680 (UTM Zone 12T, Nad 83, 432951E 4572683N).

Lot 2: Documented ground water tables not to exceed 24 inches, fall within the range of acceptability for the utilization of an At-Grade Wastewater Disposal System as a means of wastewater disposal. Maximum trench depth is limited to 0 inches. The absorption system is to be designed using a maximum loading rate of 0.45 gal/sq. ft. /day as required for sandy loam, blocky structure soil horizon. The absorption field must be located within 50 feet of test pit #1.15680 (UTM Zone 12T, Nad 83, 432994E 4572460N).

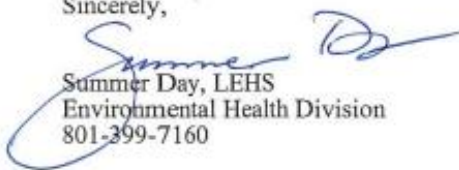
Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.

The following items are required for a formal subdivision review; application, receipt of the appropriate fee, and a full sized copy of the subdivision plats showing the location of exploration pits and percolation tests as well as the documented soil horizons and percolation rates. A subdivision review will not occur until all items are submitted. Mylars submitted for signature without this information will be returned.

Each on-site individual wastewater disposal system must be installed in accordance with R317-4, Utah Administrative Code, Individual Wastewater Disposal Systems and Weber-Morgan District Health Department Rules. Final approval will be given only after an on-site inspection of the completed project and prior to the accomplishment of any backfilling.

Please be advised that the conditions of this letter are valid for a period of 18 months. At that time the site will be re-evaluated in relation to rules in effect at that time.

Sincerely,


Summer Day, LEHS
Environmental Health Division
801-399-7160

November 18, 2025

Kirk Langford
P.O. Box#600
Eden, UT 84310

RE: **Private Well Approval at:** (revised 11/18/25)
6210 E 2300 N
Eden, UT 84310
Parcel #22-049-0005

A request for approval of connection to an existing well has been made to our office for the aforementioned property. The well is an existing well constructed in 1994. The construction of the well predates the inception of the Weber-Morgan Health Department Regulations for Installation and Approval of Nonpublic Water System Serving 1-14 Connections, thus no oversight of the well construction would have been required by our office at that time.

The following have been submitted:

1. The Water Right Number: E3269 (35-9798)
2. Well driller license #493
3. The well is 153 feet deep with a "not documented" seal to a depth of unknown feet.
4. The well yields 20 GPM with a 10-foot drawdown in 48 hrs.
5. The water samples for the partial inorganic analysis were submitted to Chemtech-Ford Laboratories on June 9, 2025. The water analysis was satisfactory.
6. A bacteriological water sample was collected by staff of this department on June 9, 2025. The water analysis was satisfactory.
7. As required in the Weber County Code Part II Land Use Code Chapter 106 Section 106-4.2.1.(d)(2) a 48 hour pump test has been performed and the well was found to meet the minimum quantity and storage requirements established in the Weber-Morgan Health Department Regulation for Installation and Approval of Nonpublic Water Systems and Private Water Production Wells section 11.1 & 11.2
8. Please be aware that the sample results exceeded on a Secondary Maximum Contaminant Levels (MCL). National Secondary Drinking water regulations are non-enforceable guidelines regulating contaminants that may cause cosmetic effects (such as skin or tooth discoloration) or aesthetics effects (such as tastes, odor, or color) in drinking water. The sample results documented the Total Dissolved Solids concentration at 1910 mg/L, the secondary MCL for Total Dissolved Solids is 500 mg/l.
9. This is a shared well. This well will provide both culinary water and irrigation water for the existing home located at 6210 E 2300 N Eden UT, Parcel #22-049-0004 and the Black Horse Subdivision, lots 1 & 2.

The required 100-foot protection zone around the well must be kept free from any septic tank absorption systems, garbage dumps, hazardous and toxic material storage or disposal sites, feedlots and other concentrated sources of pollution. We would recommend that a bacteriological sample be collected and submitted for analysis on an annual basis. Based on compliance with the above requirements, the Health Department considers this an approved well for culinary purposes. Please contact our office at (801) 399-7160 if you have further questions.

Sincerely,



Summer Day, LEHS III, Program Manager
Division of Environmental Health



Staff Report to the Weber County Planning Director

Weber County Planning Division

Synopsis

Application Information

Agenda Item: Consideration and action on a request for final approval of Parkside Phases 4A & 4B consisting of 11 lots, located at approximately 4160 Howe Drive, Eden, UT, 84310.

Agenda Date: Wednesday, December 10, 2025

Application Type: Subdivision, administrative

Applicant: Rick Everson

File Number: UVP4A1121251 & UVP4B112125

Property Information

Approximate Address: 4160 Howe Drive, Eden, UT, 84310

Project Area: 2.897 acres

Zoning: AV-3

Existing Land Use: Vacant

Proposed Land Use: Residential

Parcel ID: 220060045, 220170023, & 220060055

Adjacent Land Use

North:	Vacant	South:	Vacant
East:	Parkside PRUD Ph 3A & 4	West:	Vacant

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794

Report Reviewer: RG

Applicable Ordinances

- Title 101 (General Provisions) Section 2 (Definitions)
- Title 104 (Zones) Chapter 2, Agricultural Zones
- Title 106 (Subdivisions)

Background and Summary

The application was accepted for review on November 21, 2025. The applicant is requesting final approval of Parkside PRUD Subdivision Phases 4A & 4B consisting of 11 lots. The proposal complies with the county land use code and the recorded development agreement (see entry# 3369203 recorded 5/14/2025). The following is an analysis of the proposal and how it complies with the applicable regulations.

Analysis

General Plan: The Land Use map for Ogden Valley shows this property being utilized for rural residential lots. This request fits within Land Use Goal 1(pg. 21 of the General Plan document).

Zoning: The subject property is located in an Master Planned Development (MPD) Overlay Zone in the RE-20 zone. Chapter 104-27 gives the following purpose and intent of the MPD Overlay zone:

***“Purpose of master planned development overlay zone.** A master planned development overlay (MPDOZ) zone is intended to allow a legislatively adopted overlay zone that provides an avenue for the creation of a master planned development. The zone is intended to promote the diversification in the relationship of various uses and structures to their sites, to permit more flexible applicability of traditional zoning standards to those sites, and to encourage new and innovative concepts in the design of neighborhood and housing projects. To this end, the development should be planned and entitled as one complete land development plan, otherwise known as a master planned development. Phasing of the complete land development plan may occur over time if approved by the county commission and if in compliance with the entitlements of the complete land development plan.”*

This development allows for short-term rentals in any/all of the units under this recorded development agreement.

Lot area, frontage/width and yard regulations: Application is for 2 phases that total 11 lots. The recorded development agreement outlines the lot development standards in this subdivision (see page 50 of the recorded development agreement). Minimum lot standards for single-family dwellings in this subdivision are 4,000 square feet in area. Both lots have the same dimensions of 4.61 acres in area and 657.065’ in width., no minimum lot width and the following setbacks:

Front – 15’

Rear – 20’

Side – 7.5’

Side facing street (corner lot) – 15’

Street Standards: The applicant is proposing public streets throughout this development. Applicant is proposing 60’ ROW’s with rolled curb, 4’ shoulders, and 26’ of asphalt. This is a standard for this subdivision permitted in the recorded development agreement. A cul-de-sac is permitted per Exhibit B (Master Plan). Sidewalks are not required along these roadways, per the development agreement.

Per Weber County LUC 106-2-2.040(b)(2) **“Number of Lots.** A secondary emergency egress and fire access road, as approved by the local fire authority, shall connect the temporarily terminal street to the greater interconnected street network before more than 30 residential lots are allowed to gain sole-access from the street. Additionally, at no time shall more than 30 residential lots be allowed to gain sole-access from the street between the street’s intersection with the nearest secondary emergency egress and the street’s terminus.” Applicant has provided an emergency egress easement (see **Exhibit E**), to address this requirement. Currently, there are approximately 67 residences who access this development off of one access (Seven Bridges Road). With the completion of Fairways Drive to the west, applicant is providing a second access down to Fairways Drive. If current ordinance applies in the future, a third emergency egress shall be required prior to the platting of future lots. Maximum number for two accesses has already been exceeded (60). The number of residences is less than the total number of lots platted so

far in this development (approximately 89 – this number will be brought to 100 platted lots once these final plats record).

Common and Open Space: Common area surrounds each of the lots are proposed within this project. CC&R's shall be recorded with the final plat, if necessary (CC&R's for The Bridges Project may already apply to these phases), to outline maintenance of these open spaces.

Culinary water and sanitary sewage disposal: A can and will serve letter has been provided by Wolf Creek Water and Sewer District for culinary, secondary, and wastewater services for all 11 lots proposed.

Natural Hazards: This development is located in a Geologic Hazards Study Area, per UGS. A geologic hazards study has been submitted with this subdivision (Report compiled by GSH Geotechnical, Inc. Job No. 1661-08N-16, dated July 25, 2016. A lot specific study shall be required with each building permit application. Figure 19 in this report outlines potential hazards, landslides among them. These hazards lie further north. The conclusion of the submitted report is that The East Phase site is located on a piedmont surface that is essentially the transition zone between the mountains and the valley bottom, where exposure to potential geologic and natural hazards may exist. Based upon our geological studies herein, we believe that the proposed Bridges at Wolf Creek East Phase site is suitable for development. This conclusion assumes that remedial measures will be made for improvements that may be exposed to the hazard areas identified on Figure 19 and discussed in Section 4.1 of this report. Remedial hazard risk reduction measures will need to be implemented where improvements will be exposed or potentially exposed to the hazard processes. These areas are shown on Figure 19, however more detailed and specific studies in-grading circumstances may find conditions different than presented on Figure 19. Hazard reduction measures may include site engineering measures to contain, deflect, drain or stabilize these processes, and/or include site development planning to avoid exposure to the hazards. The majority of the identified hazards lie in the eastern portion of this development, however, recommendations outlined in the submitted report shall be followed when it comes to grading, and infrastructure. A Natural Hazard Notice shall be recorded with the final plat.

Review Agencies: This subdivision is being reviewed by review agencies including the County Engineering Division, County Surveyor, and the Weber Fire District. The applicant will be required to comply with review agency comments prior to recording the final plat.

Planning Division Recommendation

The Planning Division recommends approval of Parkside PRUD Subdivision Phases 4A & 4B, consisting of 11 lots, located in the Master Planned Overlay Zone at approximately 4751 E Paddleford Drive, Eden, UT, 84310. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. Recording of the final plat shall not occur until installation of or escrow for the required improvements shall be received by the County.
2. An easement for a second access to 4100 North Street shall be recorded prior to, or at recording of the final plat.
3. A Natural Hazard Notice shall be recorded with the final plat.

These recommendations based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.

2. The proposed subdivision complies with the recorded development agreement (see entry# 3369203 recorded 5/14/2025).
3. The proposed subdivision complies with applicable County ordinance.

Exhibits

- A. Application
- B. Will serve letters
- C. Proposed final plat
- D. Street Cross-Section
- E. Emergency Access Easement & Exhibit

Location map



Exhibit A - Application

Parkside PRUD Phase 4A Subdivision

[+ Add Follower](#)[✎ Change Status](#)[✎ Change Review Due Date](#)[✎ Edit Project](#)

Address: 4780 Howe Drive, Eden, UT, 84310
Maps: [Google Maps](#)
Project Type: Subdivisions
Sub Type: Small Subdivision
Created By: [Rick Everson](#)
Created On: 10/30/2025

Project Status: Accepted
Status Date: 11/21/2025
File Number: UVP4A1121251
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents](#) 14[Comments](#) 0[Reviews](#) 3[Followers](#) 18[History](#)[Reminder](#) 0[Payments](#) 1[Area Fees](#)[Internal](#) 0

Application

[+ Add Building](#)[+ Add Parcel](#)[✎ Edit Application](#)[+ Add a Contractor](#)[Print](#)[Building Permit](#)

Project Description

Parkside PRUD Phase 4A. Part of the Bridges Master Planned Community under a recorded development agreement

Property Address

4780 Howe Drive
Eden, UT, 84310

Property Owner

Bridges Holding Company Lewis
801-389-0040
eric@thg-cs.com

Representative

Rick Everson
801-897-4880
reverson@evoutah.com

Accessory Dwelling Unit

False

Current Zoning

RE-15

Subdivision Name

Parkside PRUD Phase 4A

Number of new lots being created

8

Number of lots affected

0

Number of lots approved

0

Lot Number

250-257

Lot Size

varies

Frontage

varies

Culinary Water Authority

Wolfcreek Water Company

Secondary Water Provider

Wolf Creek Irrigation Company

Sanitary Sewer Authority

Wolfcreek Sewer Improvement District

Nearest Hydrant Address

proposed

Signed By

Representative, Rick Everson

Parcel Number

[✖ Remove](#) 220080045 - [County Map](#)[✖ Remove](#) 220170023 - [County Map](#)[✖ Remove](#) 220080055 - [County Map](#)

Parkside PRUD Phase 4B Subdivision

[+ Add Follower](#)[✎ Change Status](#)[✎ Change Review Due Date](#)[✎ Edit Project](#)

Address: 4751 E Paddleford Drive, Eden, UT, 84310
Maps: [Google Maps](#)
Project Type: Subdivisions
Sub Type: Small Subdivision
Created By: [Rick Everson](#)
Created On: 10/30/2025

Project Status: Accepted
Status Date: 11/21/2025
File Number: UVP4B112125
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents](#) 17[Comments](#) 0[Reviews](#) 9[Followers](#) 18[History](#)[Reminder](#) 0[Payments](#) 1[Area Fees](#)[Internal](#) 0

Application

[+ Add Building](#)[+ Add Parcel](#)[✎ Edit Application](#)[+ Add a Contractor](#)[Print](#)[Building Permit](#)

Project Description

Parkside PRUD Phase 4B, part of the Bridges Master Planned Community

Property Address: 4751 E Paddleford Drive
Eden, UT, 84310

Property Owner: Bridges Holding Company Lewis
801-388-0040
eric@thg-cs.com

Representative: Rick Everson
801-897-4880
reverson@evoutah.com

Accessory Dwelling Unit: False

Current Zoning: RE-15

Subdivision Name: Parkside PRUD Phase 4B

Number of new lots being created: 3

Number of lots affected: 0

Number of lots approved: 0

Lot Number: 258-280

Lot Size: N/A

Frontage: N/A

Culinary Water Authority: Wolfcreek Water Company

Secondary Water Provider: Wolf Creek Irrigation Company

Sanitary Sewer Authority: Wolfcreek Sewer Improvement District

Nearest Hydrant Address: proposed

Signed By: Representative, Rick Everson

Parcel Number

[✖ Remove](#) 220080045 - [County Map](#)

Exhibit B – Will Serve Letters



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4A Lot #250

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above-referenced address(s). This Can and Will Serve commitment applies to the above-referenced address only and is non-transferable.

Residential services to be provided:

- Culinary water will be provided under water right E6310, with associated underlying contracts from Weber Basin Conservancy District. Culinary water shall be used for culinary and fire suppression (fire hydrant) uses. The District prohibits the use of culinary water for outdoor uses.
- Secondary Water for landscape and outdoor uses will be provided under water right E5492, and the District's shares in Wolf Creek Irrigation Company. Secondary water is delivered by connection to the pressurized system.
- Sewer services are delivered through connection to the main sewer lines of the District, leading to the Willow Brook Lane MBR Wastewater Treatment Plant and disposal system.

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Service is subject to scheduled maintenance and construction, power failures, natural disasters, and unforeseen circumstances.

Water and sewer services will be provided in accordance with applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and standards.

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2. Natural fluctuations in water supplies.
3. Subsequent decisions and regulations by local government, the Utah State Engineer, Utah Division of Water Resources, the United States Department of the Interior, or any other applicable governmental agency.
4. Payment of hook-up costs and standard billings for service. Failure to pay these costs and billings will result in temporary suspension and/or permanent cessation of service.

As the recipient of said service, you agree to the above terms and to the terms set forth in the Wolf Creek Water and Sewer Improvement District policies and procedures as those policies may change from time to time.

If you have any questions regarding the contents of this letter, please contact the office at (801) 745-3435.

Wolf Creek Water and Sewer Improvement District

Annette Ames, Controller

Date: Oct. 28, 2025



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4A Lot #251

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above-referenced address(s). This Can and Will Serve commitment applies to the above-referenced address only and is non-transferable.

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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: Oct 28, 2025



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4A Lot #252

Eden, UT

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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: Oct 28, 2025



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4A Lot #253

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above-referenced address(s). This Can and Will Serve commitment applies to the above-referenced address only and is non-transferable.

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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: Oct 28, 2025



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4A Lot #254

Eden, UT

To whom it may concern,

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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: Oct 28, 2025



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4A Lot #255

Eden, UT

To whom it may concern,

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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: Oct 28, 2025



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4A Lot #256

Eden, UT

To whom it may concern,

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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: Oct 28, 2025



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4A Lot #257

Eden, UT

To whom it may concern,

This letter confirms that Wolf Creek Water and Sewer Improvement District has reviewed the capacity of its resources, and determined it will provide culinary water, irrigation water and sewer services to the above-referenced address(s). This Can and Will Serve commitment applies to the above-referenced address only and is non-transferable.

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Wolf Creek Water and Sewer Improvement District


Annette Amos, Controller

Date: Oct 28, 2025

2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4B Lot #258

Eden, UT

To whom it may concern,

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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: Oct 28, 2025

2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4B Lot #259

Eden, UT

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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: Oct 28, 2025

2580 N. Highway 162, Suite A, P.O. Box 658 Eden, Utah 801-745-3435 Fax 801-745-3454



October 28, 2025

Weber County

RE: Wolf Creek Water and Sewer Improvement District services to Address(s):

Bridges Subdivision

Parkside Phase 4B Lot #260

Eden, UT

To whom it may concern,

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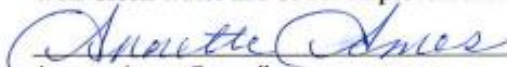
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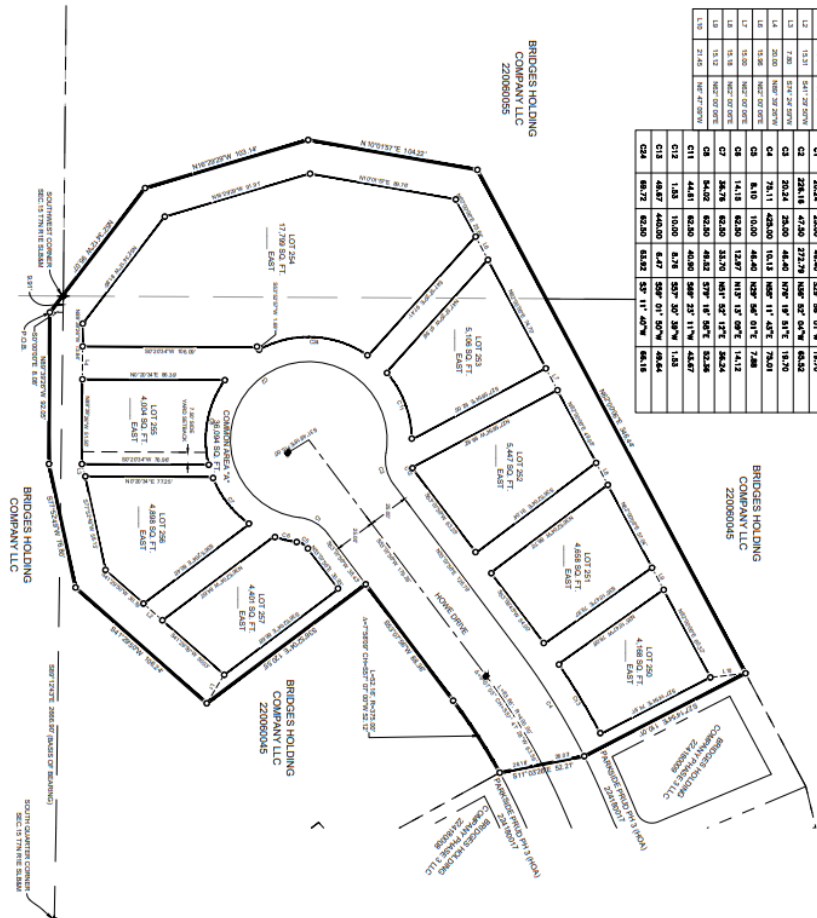
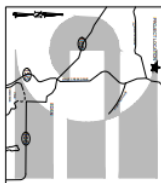
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Wolf Creek Water and Sewer Improvement District


Annette Ames, Controller

Date: Oct 28, 2025

PARKSIDE P.R.U.D. PHASE 4A - A PLANNED RESIDENTIAL UNIT DEVELOPMENT
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, THE SOUTHEAST QUARTER OF SECTION 16,
 AND THE NORTHWEST QUARTER OF SECTION 22
 TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
 WEEBEE COUNTY, ILLINOIS

[illegible]VICINITY MAP
NOT TO SCALE

BOUNDARY DESCRIPTION

[illegible]

SURVEYOR'S CERTIFICATE

SIGNED THIS _____ DAY OF _____, 2025.



OWNER'S DEDICATION

[illegible]

INDEO'S HOLDING COMPANY, LLC

SIGNED THIS _____ DAY OF _____, 2022

BY JOHN L. LEWIS, MANAGING MEMBER

ACKNOWLEDGEMENT

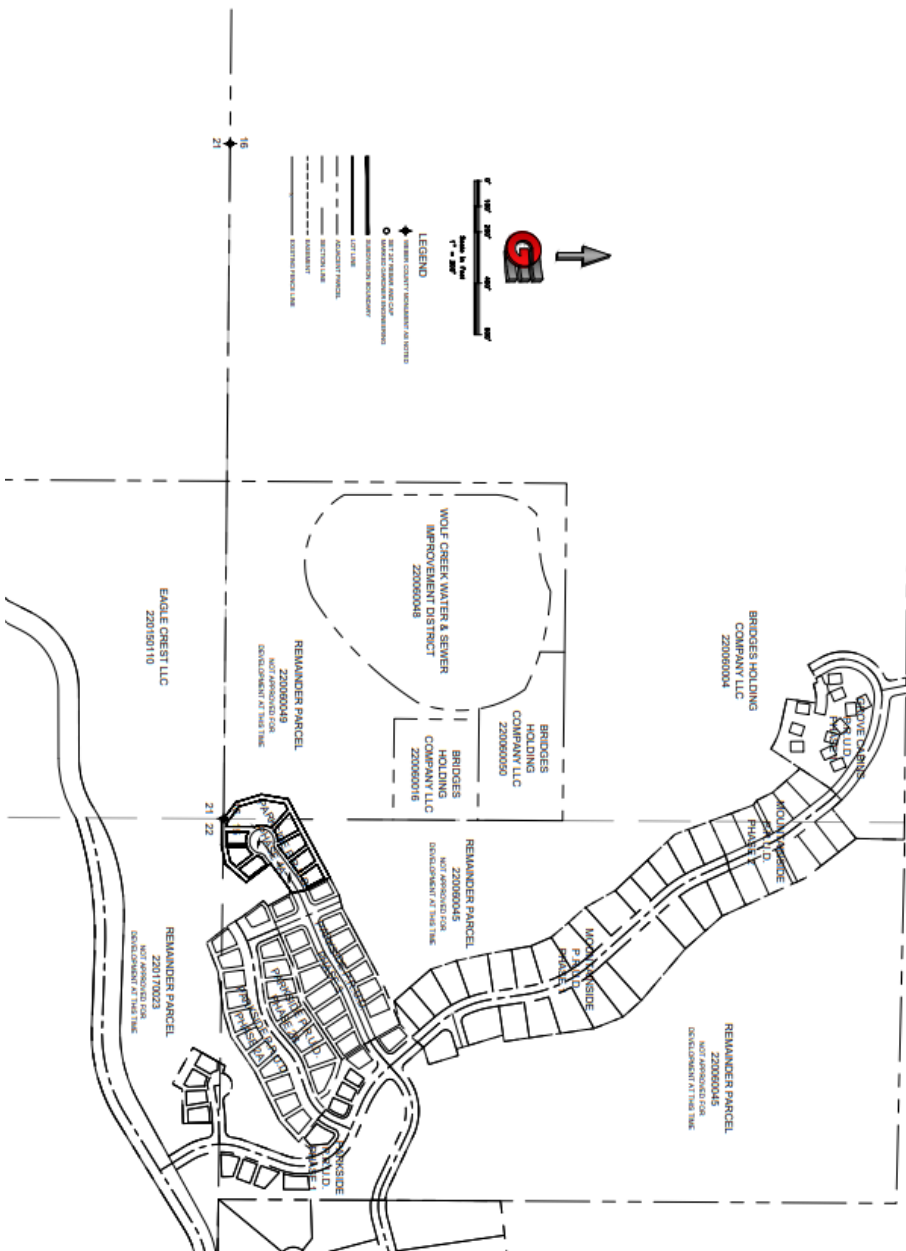
STATE OF UTAH)
)
COUNTY OF WEBER)

On this _____ day of _____, 2025, personally appeared before me JONAH L. JONES, whose identity has been established to me by the production of a valid, unexpired, government-issued identification document, and who has duly acknowledged that she is the **MANAGING MEMBER OF THE BOARD OF DIRECTORS** of **THE UTAH CANNABIS COMPANY, LLC**, and that said document was signed by her in and to said Corporation by Authority of the Board of Directors, and said **JONAH L. JONES** acknowledged to me that said Corporation executes same.

STAMP

NOTARY PUBLIC

OCTOBER 2025

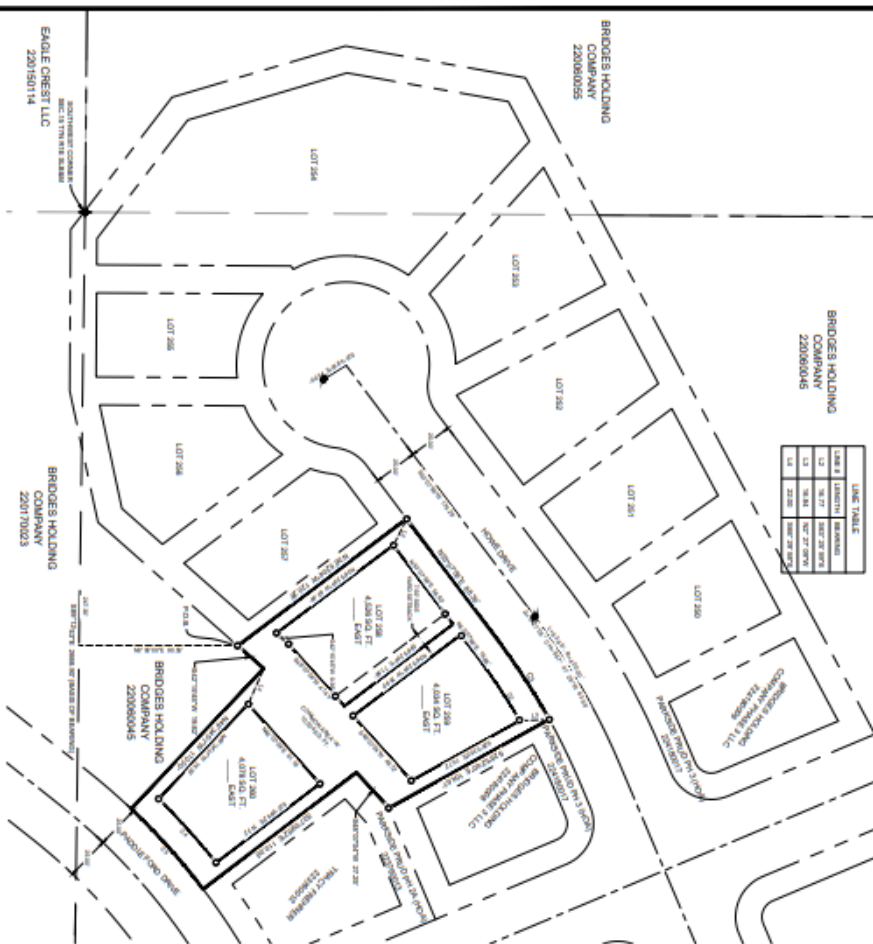



**GARDNER
ENGINEERING**
MULTI-STATE LICENSED ENGINEERS

2025 STATE OF NEW YORK
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LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
WEBER COUNTY, UTAH
OCTOBER 2025

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SPECIALTIES COMPANY
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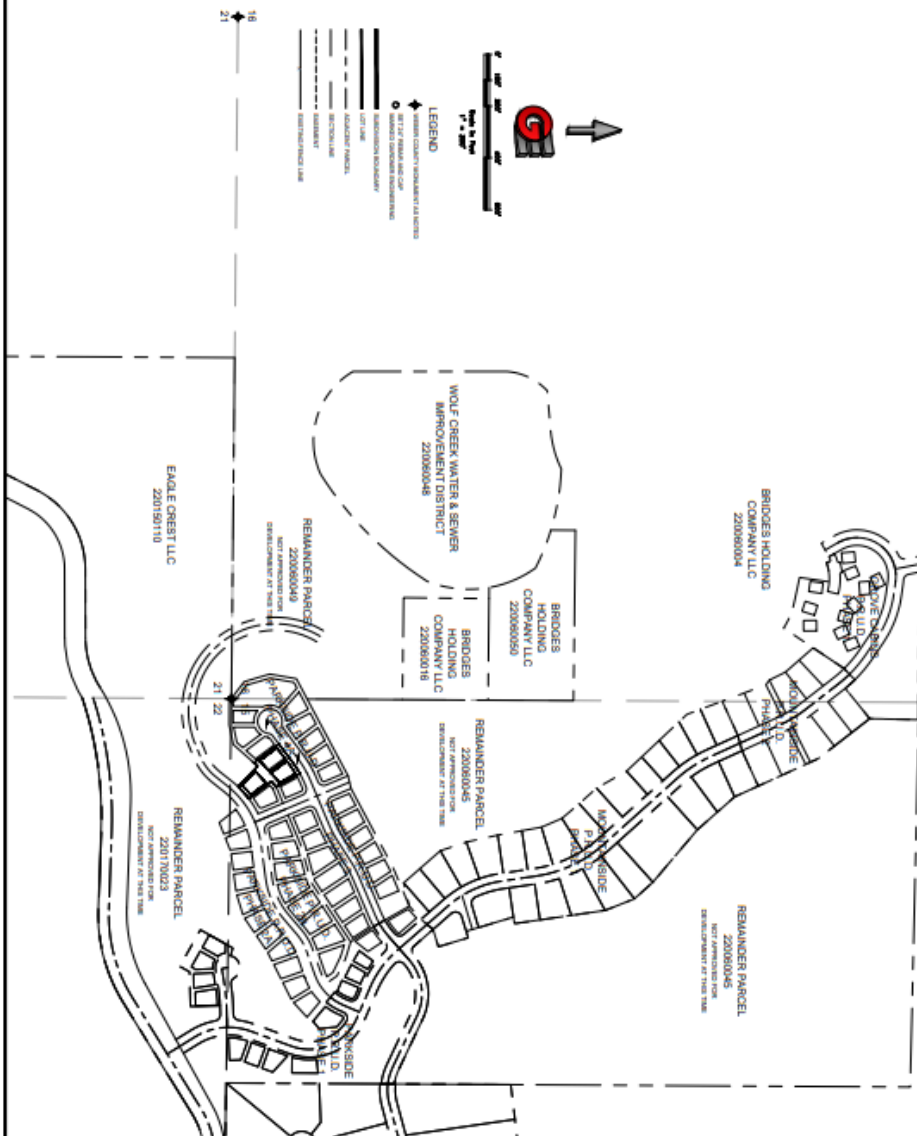
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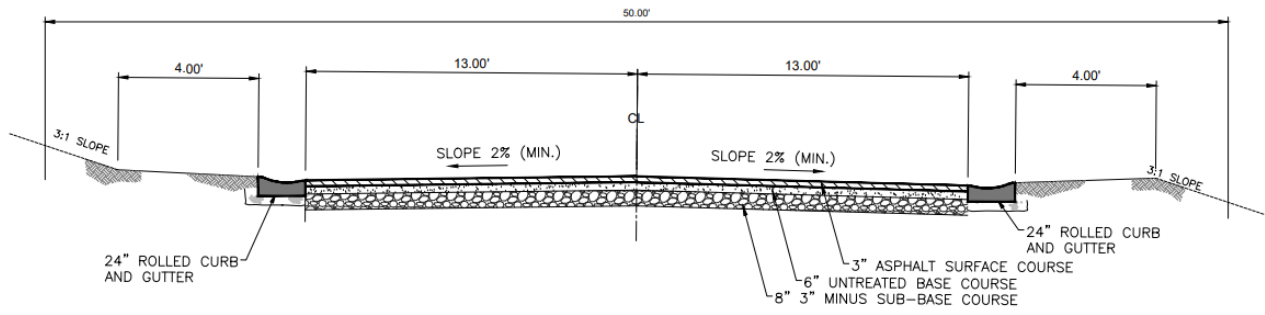
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PARKSIDE P.R.U.D. PHASE 4B - A PLANNED RESIDENTIAL UNIT DEVELOPMENT
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15,
 TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
 WEBER COUNTY, UTAH
 OCTOBER 2025



<p>GARDNER ENGINEERING CIVIL, LAND & SURVEYING 1000 S. 1000 E. SUITE 100 OGDEN, UT 84403 (435) 771-1000</p>	<p>S2 2</p>	<p>DATE: 10/10/2025</p> <p>PROJECT: PARKSIDE P.R.U.D. PHASE 4B</p> <p>DRAWN BY: [Name]</p> <p>CHECKED BY: [Name]</p> <p>APPROVED BY: [Name]</p>
		<p>COUNTY RECORDER</p> <p>RECORDED: [Date]</p> <p>FILE NO: [Number]</p> <p>BOOK: [Number]</p> <p>PAGE: [Number]</p>

Exhibit D – Street Cross-Section



Parcels Affected:

22-015-0114

22-006-0056

22-006-0055

TEMPORARY EASEMENT AGREEMENT FOR EMERGENCY ROAD ACCESS

This TEMPORARY EASEMENT AGREEMENT FOR EMERGENCY ROAD ACCESS (this “Agreement”) is made this ____ day of _____ 20____, by and between Eagle Crest LLC, its successors and assigns, Bridges Holding Company LLC, its successors and assigns (collectively as “Grantor”), and Weber County Corporation (“Grantee”).

RECITALS

A. Grantor is the owner of certain real property located in Weber County, Utah, identified with the following parcel identification numbers:

- a. 22-015-0114 (Eagle Crest LLC)
- b. 22-006-0056 (Bridges Holding Company LLC)
- c. 22-006-0055 (Bridges Holding Company LLC)

B. Grantee is the owner of certain real property adjacent to Grantor’s Property, known as Fairways Drive and Paddleford Drive, both of which are public road right of ways.

C. To provide connectivity between Paddleford Drive and Fairways Drive for emergency vehicle access, Grantee desires an easement over Grantor’s Property which is described on Exhibit “A” and depicted visually on Exhibit “B” attached hereto and incorporated herein by this reference. If there are any discrepancies between the legal description and visual depiction, the legal description shall control.

D. On the terms provided for in this Agreement, Grantor has agreed to provide Grantee with an easement over, across, and through Grantor’s Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee and the Benefited Parties (defined below) a temporary non-exclusive easement (the “Easement”) over, across, and through Grantor’s Property for pedestrian and vehicular ingress, egress, and access as may be reasonably necessary to provide emergency vehicle access.

2. Construction and Maintenance. Grantor shall have the sole authority and responsibility to construct and maintain a passable, compacted roadbase surface to support a fire engine. Grantor shall maintain any Improvements in good condition and repair at its sole expense.

3. Term of Easement. The Easement and all rights granted herein shall terminate at such time as a public road is dedicated to Grantee, its successors and assigns in the general location of the easement area.

4. Benefited Parties. The Easement shall be for the use and benefit of the following parties (the "Benefited Parties"): (a) Grantee and its transferees, successors and assigns; (b) all employees, contractors, subcontractors, agents, licensees, and invitees of Grantee, its transferees, successors and assigns.

5. Covenants to Run with the Land. The Easement, rights and interests granted herein shall constitute covenants running with the land, and shall burden Grantor's Property and shall be binding upon Grantor, its successors, assigns, and any person acquiring, leasing or otherwise owning an interest in the Easement Property, and shall inure to the benefit of Grantee and the Benefited Parties.

6. General Provisions.

6.1 Recitals Incorporated. The Recitals set forth above are true and correct and are incorporated herein by this reference.

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.3 Amendment. Prior to the term identified in Section 3 above, the parties may terminate this Agreement only by a written notice of termination executed by both Grantor and Grantee, and recorded in the Office of the Weber County Recorder.

[Signatures on Following Pages]

GRANTOR SIGNATURES

EAGLE CREST LLC

BRIDGES HOLDING COMPANY

By: _____

By: _____

Name: John Lewis, Manager

Name: John Lewis, Manager

STATE OF _____)

:ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by John Lewis, Manager of EAGLE CREST LLC

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

STATE OF _____)

:ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by John Lewis, Manager of BRIDGES HOLDING COMPANY LLC

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

EXHIBIT "A"

Legal Description of Easement Property

A PART OF THE SOUTHEAST QUARTER OF SECTION 16, AND A PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 7 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING LOCATED NORTH 89°27'01" WEST 238.65 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND NORTH 00°00'00" EAST 45.14 FEET; RUNNING THENCE ALONG THE ARC OF A 310.00 FOOT RADIUS CURVE TO THE LEFT 321.45 FEET, HAVING A CENTRAL ANGLE OF 59°24'41", CHORD BEARS SOUTH 52°49'48" EAST 307.24 FEET TO THE EXISTING RIGHT-OF-WAY OF PADDLEFORD DRIVE; THENCE ALONG SAID RIGHT-OF-WAY OF PADDLEFORD DRIVE SOUTH 07°27'51" WEST 50.00 FEET; THENCE ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE RIGHT 278.34 FEET, HAVING A CENTRAL ANGLE OF 44°17'57", CHORD BEARS NORTH 60°23'11" WEST 271.46 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 28.27 FEET, HAVING A CENTRAL ANGLE OF 80°58'38", CHORD BEARS NORTH 78°43'31" WEST 25.97 FEET; THENCE SOUTH 60°47'10" WEST 9.25 FEET; THENCE ALONG THE ARC OF A 158.00 FOOT RADIUS CURVE TO THE LEFT 314.17 FEET; HAVING A CENTRAL ANGLE OF 113°55'45", CHORD BEARS SOUTH 03°49'17" WEST 264.91 FEET; THENCE ALONG THE ARC OF A 315.51 FOOT RADIUS CURVE TO THE RIGHT 228.35 FEET, HAVING A CENTRAL ANGLE OF 41°28'02", CHORD BEARS SOUTH 32°24'34" EAST 223.40 FEET; THENCE SOUTH 11°40'29" EAST 50.06 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FAIRWAYS DRIVE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG THE ARC OF A 360.00 FOOT RADIUS CURVE TO THE RIGHT 60.21 FEET, HAVING A CENTRAL ANGLE OF 09°34'57", CHORD BEARS SOUTH 82°12'55" WEST 60.14 FEET; THENCE NORTH 11°40'29" WEST 45.98 FEET; THENCE ALONG THE ARC OF A 255.51 FOOT RADIUS CURVE TO THE LEFT 184.93 FEET, HAVING A CENTRAL ANGLE OF 41°28'02", CHORD BEARS NORTH 32°24'34" WEST 180.92 FEET; THENCE ALONG THE ARC OF A 218.00 FOOT RADIUS CURVE TO THE RIGHT 433.48 FEET, HAVING A CENTRAL ANGLE OF 113°55'45", CHORD BEARS NORTH 03°49'17" EAST 365.51 FEET; THENCE NORTH 60°47'10" EAST 8.63 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 27.35 FEET, HAVING A CENTRAL ANGLE OF 78°21'08", CHORD BEARS NORTH 16°03'06" EAST 25.27 FEET; THENCE NORTH 66°52'32" EAST 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 56,762 SQUARE FEET.

EXHIBIT “B”

Visual Depiction of Easement Property

(attached, next page)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, AND PART OF
THE NORTHEAST QUARTER OF SECTION 21 TOWNSHIP 7 NORTH,
RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN





Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on a request for final subdivision approval of the Cobabe Phase 1 Subdivision, a 9-lot subdivision located in the MPD Overlay Zone located off of Wolf Creek Drive in Eden.
Type of Decision:	Administrative
Agenda Date:	Wednesday, December 10, 2025
Applicant:	Rick Everson
File Number:	UVC092325

Property Information

Approximate Address:	2800 N Wolf Creek Drive, Eden, UT, 84310
Project Area:	Approximately 46.753 Acres
Zoning:	MPD Overlay in the AV-3 Zone
Existing Land Use:	Vacant
Proposed Land Use:	Residential
Parcel ID:	22-021-0006, 22-021-0048, 22-020-0040
Township, Range, Section:	T7N, R1E, Section 27 SE Qtr

Adjacent Land Use

North:	Trapper's Ridge Development	South:	Residential/Ag
East:	Vacant/Ag	West:	Wolf Creek Dr (5100 E)

Staff Information

Report Presenter:	Tammy Aydelotte taydelotte@webercountyutah.gov 801-399-8794
Report Reviewer:	RG

Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Chapter 27 Master-Planned Overlay Zone (MPDOZ)
- Title 104, Zones, Chapter 2 Agricultural Zones
- Title 106, Subdivisions, Chapter 1-8 as applicable
- Title 108, Standards, Chapter 8 Parking and Loading Space, Vehicle Traffic and Access Regulations

Summary and Background

6/10/2025 – Zoning Development Agreement for Cobabe Ranch is recorded.

9/25/2025 – Application for Cobabe Ranch Ph 1 accepted in for review.

The development report from the applicant indicates that these are the first nine lots to seek approval under this development agreement. The development agreement allows for 33 detached single-family units within the overall Cobabe development. The applicant is proposing lots that meet the minimum lot development standards outlined in the recorded development agreement.

Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by encouraging various housing types within the same development.

Zoning: The subject property is located in a Master Planned Development in the Agricultural (AV-3) Zone. The purpose and intent of the Master Planned Development Zone is identified in the LUC §104-27-1 as:

"A master planned development overlay (MPDOZ) zone is intended to allow a legislatively adopted overlay zone that provides an avenue for the creation of a master planned development. The zone is intended to promote the

diversification in the relationship of various uses and structures to their sites, to permit more flexible applicability of traditional zoning standards to those sites, and to encourage new and innovative concepts in the design of neighborhood and housing projects. To this end, the development should be planned and entitled as one complete land development plan, otherwise known as a master planned development. Phasing of the complete land development plan may occur over time if approved by the county commission and if in compliance with the entitlements of the complete land development plan.”

Lot area, frontage/width and yard regulations: The recorded development agreement outlines minimum lot development standards:

Minimum lot area: 1 acre

Minimum lot width: 60 feet

Front yard setback: 20 feet

Side yard setback: 10 feet

Side yard setback for corner lot's side facing street: 20 feet

Rear yard setback: 20 feet

This development allows for short-term rentals in any/all of the units under this recorded development agreement.

Natural Hazards Overlay Zone: This proposed phase of the development is not located in a geologic hazards study area, though a geologic hazard study has been submitted because the roadway that is being platted with this phase is in a study area further north. A study has been submitted, performed by Western Geologic, dated 2/28/2022. All recommendations outlined in the report shall be followed in subsequent phases and with regards to road design and installation.

Additional design standards and requirements: This development is subject to a development agreement (see entry# 3372667 recorded 6/10/25). Per the Master plan (see exhibit B of the recorded development agreement) 33 units within the Cobabe Ranch Development are detached single-family units. This phase is the first of these units, coming in off of 5100 East (Wolf Creek Drive). All of the roadways included with this phase are 60' ROW's. A 10' asphalt pathway is required throughout this development (see **Exhibit D**). The overall development shall have roughly 1.7 miles of paved trails that run through open space and adjacent to roadway, towards the northern portion of the project. Applicant is proposing 16.971 acres of open space with Phase 1. The recorded development agreement requires a minimum of 36.00 total acres of open space. Applicant is platting approximately 47% of the open space while including roughly only 9% of the total units in this development.

Per Weber County LUC 106-2-2.040, The applicant is limited to no more than 30 units to be applied for through the subdivision process until connection is made back out to the surrounding street network, or to the north through the Trapper's Ridge Development.

Culinary water and sanitary sewage disposal: A will-serve letter has been provided by Ogden Valley Mutual Water Company, a newly-formed water district. Per Weber County LUC 106-4-2.010, a letter from the Utah State Department of Environmental Quality has issued approval of the proposed delivery system for culinary water. The approval from the State of Utah indicates a total of 414 possible residential connections, for indoor use. Applicant has not indicated how much secondary water will be allotted for each detached residential unit. A Restricted Landscape Covenant may be required to be recorded with the final plat. Wolf Creek Water and Sewer has committed to serve this development with wastewater services.

Review Agencies: This subdivision has been reviewed by all applicable agencies. All review agency requirements shall be required to be addressed/followed prior to recording of the final plat.

Staff Recommendation

Staff recommends final approval of Cobabe Ranch Phase 1 Subdivision subject to all review agency requirements and the following conditions:

1. Installation/Escrow for all improvements in this phase shall be submitted and an Improvements Guarantee Agreement recorded with the final plat.
2. Applicant shall submit a secondary water plan, or record a Restricted Landscape Covenant with the final plat.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.

2. With the recommended conditions, the proposed subdivision complies with all previous approvals and the applicable County ordinances.
3. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
4. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Exhibits

- A. Application
- B. Will Serve/Feasibility Letters
- C. Proposed Final Plat
- D. Master Plan in Executed Development Agreement

Location Map 1

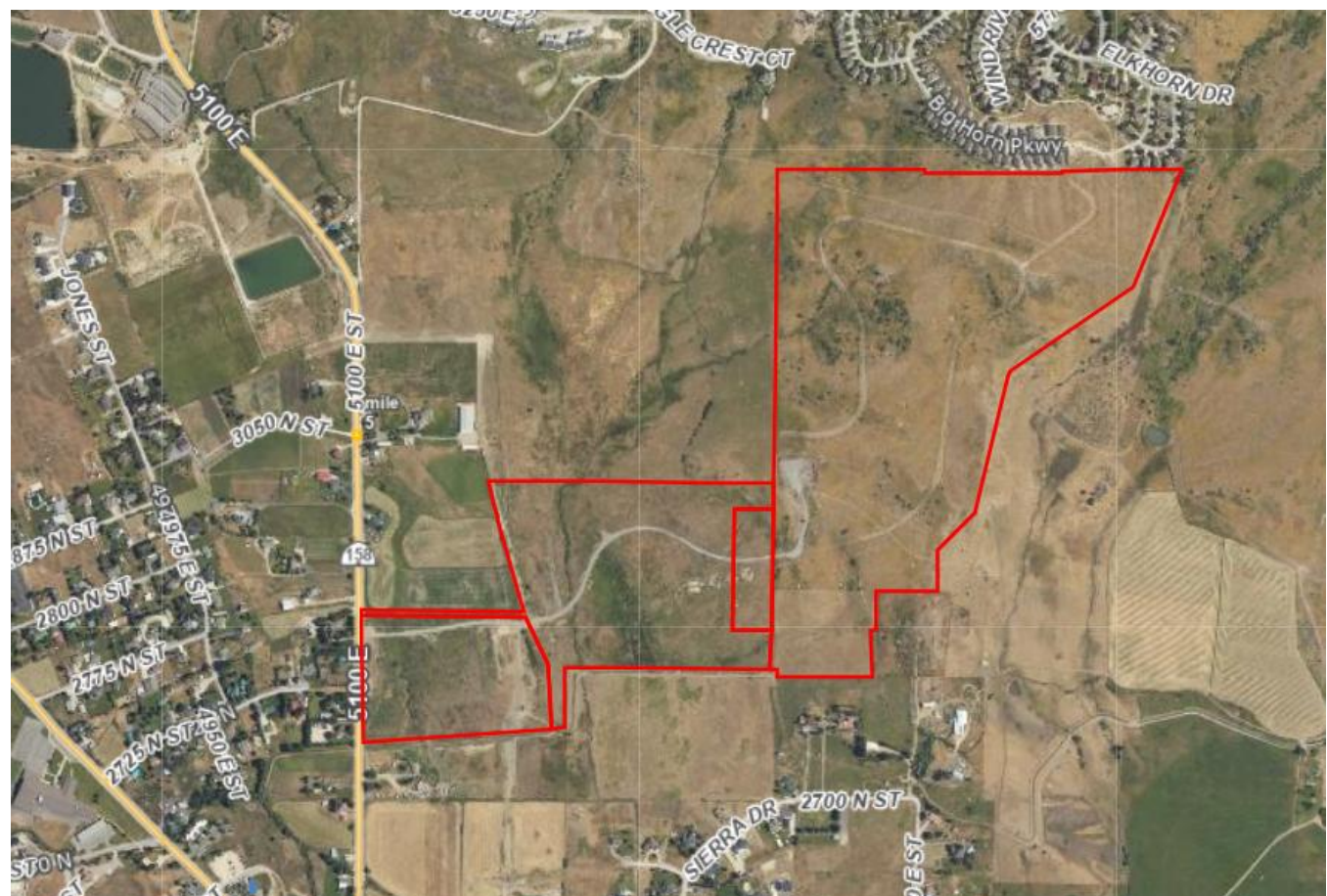


Exhibit A - Application

Cobabe Ranch Phase 1 Subdivision

[+ Add Follower](#)[✎ Change Status](#)[✎ Change Review Due Date](#)[✎ Edit Project](#)

Address: 2800 N Wolf Creek Drive, Eden, UT, 84310
Maps: [Google Maps](#)
Project Type: Subdivisions
Sub Type: Small Subdivision
Created By: [Rick Everson](#)
Created On: 8/22/2025

Project Status: Accepted
Status Date: 9/25/2025
File Number: UVC092325
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents](#) 28[Comments](#) 1[Reviews](#) 13[Followers](#) 25[History](#)[Reminder](#) 0[Payments](#) 1[Area Fees](#)[Internal](#) 0

Application

[+ Add Building](#)[+ Add Parcel](#)[✎ Edit Application](#)[+ Add a Contractor](#)[Print](#)[Building Permit](#)

Project Description

Cobabe Ranch Subdivision Phase 1 (see narrative)

Property Address

2800 N Wolf Creek Drive
Eden, UT, 84310

Property Owner

Cobabe Ranch LLC Cobabe Ranch LLC
801-645-4747
jlewis@evoutah.com

Representative

Rick Everson
801-897-4880
reverson@evoutah.com

Accessory Dwelling Unit

False

Current Zoning

N/A

Subdivision Name

Cobabe Ranch Phase 1 Subdivision

Number of new lots being created

9

Number of lots affected

0

Number of lots approved

0

Lot Number

N/A

Lot Size

N/A

Frontage

N/A

Culinary Water Authority

Not Applicable

Secondary Water Provider

Not Applicable

Sanitary Sewer Authority

Wolfcreek Sewer Improvement District

Nearest Hydrant Address

New Water System Proposed

Signed By

Representative, Rick Everson

Parcel Number

[✖ Remove](#) 220200040 - [County Map](#)[✖ Remove](#) 220210111 - [County Map](#)[✖ Remove](#) 220210048 - [County Map](#)



August 15, 2025

Weber County Planning
2380 Washington Blvd
Ogden, Utah 84401

To Whom It May Concern:

Re: Cobabe Ranch Subdivision – Statement of Culinary & Secondary Water Feasibility, Phase 1 – Lots 1 to 9

This letter serves as notice that the Ogden Valley Mutual Water Company, previously known as Eden Crossing PWC, LLC (the "**Company**") has reviewed the plans for the above-described project (the "**Project**") to be built by Eden Valley Opportunity LLC ("**Owner**"). The Company has found the plans to be in compliance with Company standards for construction. Therefore, subject to the conditions set forth below, the Company confirms, consistent with Weber County Code § 106-1-4(b)(4), that it has the capacity to provide culinary and secondary water to the Project (the "**Water Services**"), and Owner owns Class D (Development) shares in the Company that may be converted to Class A (Connection) and Class C (Irrigation) shares to serve the Project as provided in the governing documents of the Company.

Subject to interruptions to the provision of the Water Services that may occur as a result of scheduled maintenance and construction, power failures, natural disasters, force majeure events and other circumstances beyond the control of the Company, the Water Services will be provided to the Project in accordance with the Company's policies and procedures (as adopted and modified from time to time) and in accordance with applicable federal, state, and local statutes, laws, rules, regulations, ordinances and standards. Moreover, this approval is expressly conditioned upon and subject to the following:

1. Recordation of a subdivision plat by Weber County that includes the Project and has been approved by all applicable governmental and quasi-governmental entities with jurisdiction.
2. Compliance by the Owner with the Company's policies and procedures, articles, and bylaws, as such governing documents may change from time to time, including, but not limited to, provision by the Owner (at such Owner's sole cost and expense) of all necessary easements, rights and interests for, and installation of all off-site and on-site lines, piping, equipment, connections and facilities necessary for such Water Services in accordance with plans

3718 N. Wolf Creek Drive • Eden, Utah • 84310

approved by the Company and in compliance with the Company's standards and specifications.

3. This letter shall be null and void upon any changes or modifications to the plans for the Project as submitted to and reviewed by the Company without written consent from the Company.
4. All infrastructure shown on the plans shall be (a) built in accordance with the Company's specifications, (b) inspected and approved by the Company, and (c) properly transferred to the Company.
5. The timely payment of all applicable fees, costs and expenses pursuant to the Company's policies and procedures as such policies and procedures may change from time to time, including, but not limited to, hook-up costs, connection fees, review and inspection fees, impact fees, and standard billings assessed in connection with the Water Services (failure to timely pay such costs, fees and expenses will result in temporary suspension and/or permanent cessation of the Water Services).
6. The proposed system expansion X will require / will not require state review and approval prior to issuing final approval for the Project and prior to this Company guaranteeing service to the Project.
7. Natural fluctuations in water supplies.
8. Subsequent decisions and regulation by governmental and quasi-governmental entities with jurisdiction, including, but not limited to Weber County, the Utah State Engineer, Utah Division of Water Resources, Public Service Commission, the United States Department of the Interior, and all other applicable governmental or quasi-governmental entities with jurisdiction.

The Company shall not be in default in the performance of its obligations under this letter unless and until the Company fails to cure any alleged default within thirty (30) days after the Owner delivers to the Company written notice of such default (or fails to commence and diligently prosecute such cure within such thirty (30) day period if such default is of a type that cannot reasonably be cured within such thirty (30) day period). Any such notice shall specify in detail any asserted default and the steps which if taken will cure such default.

In no event shall the Company be deemed to be in default hereunder if the failure does not result in the failure to provide Water Services to the Project.

The Company is a Public Water System ("PWS") recognized by the Utah Division of Drinking Water ("DDW") as system number 29132. DDW has acknowledged receipt of the Project Notification Form (attached as **Exhibit A**) and assigned it file #23867 and begun its review. Fire and Culinary storage requirements for the Project will be provided from the

Company's planned 0.5 million gallon storage tank, which has been approved by DDW. See **Exhibit B**. The water rights for this project are secured under contract #18317 with the Weber Basin Water Conservancy District and approved under Exchange Application No. E6685.

As recipient of the Water Services, please acknowledge by signing this letter in the location provided below your agreement with the foregoing and that you agree to the above terms and to the terms set forth in the Company's policies and procedures (as those policies may change from time to time).

Sincerely,
OGDEN VALLEY MUTUAL WATER COMPANY


Shane Dunleavy, President

ACKNOWLEDGEMENT AND AGREEMENT:

THE UNDERSIGNED AGREES TO THE ABOVE TERMS AND CONDITIONS AND TO THE TERMS SET FORTH IN THE COMPANY'S POLICIES AND PROCEDURES, ARTICLES, AND BYLAWS (AS SUCH DOCUMENTS MAY CHANGE FROM TIME TO TIME).

John Lewis
By: 
Name: _____
Its: *Managing Partner.*

Exhibit A

PROJECT NOTIFICATION FORM (PNF) Utah Division of Drinking Water (DDW)

Please provide the following information for a proposed Public Drinking Water Project.
For a new public water system (PWS) also complete a New PWS Application Form (see DDW website).
Submit (preferably by email) the completed PNF with plans and specifications to DDW.
Email completed form & documents to ddwprn@utah.gov or mail to:

DDW - Plan Review File No.:
DDW - Date Received:

Utah Division of Drinking Water
P.O. Box 166030, Salt Lake City, Utah 84114-4030, (801) 596-4300

1. Public Water System (PWS) Information System Name: Ogden Valley Mutual Water Co. (Eden Crossing) System Number: 29132 Address: 3718 Wolf Creek Dr. City, State, Zip: Eden, UT Present No. of ERCs system is obligated to serve: 0 Population Served: Est. 94 based on 29 ERCs (3.2 Persons per ERC) No. of ERCs this project will add: 412 ERCs (41 Build Out)		6. Project Description (provide a unique facility name, location, and sufficient details to specifically identify the project): Eden Crossing is developing a Well House and Booster Station to support a proposed 0.5 million gallon (MG) drinking water storage tank (Project Notification Form submitted separately). The Well House will equip and connect wells EC1 and EC2. Constructed with concrete masonry units (CMU), it will house metering equipment, sampling taps, and all necessary electrical controls. The Booster Station will increase pressure from wells EC1 and EC2 to the drinking water storage tank. Also built with CMU, it will include water filtration for secondary aesthetic standards and a booster pump. The design incorporates additional space to accommodate future upgrades for pumping from well EC5. The water transmission/supply pipeline is being designed by Gardner Engineering, while Ensign Engineering has designed the drinking water storage tank. These components will be submitted and constructed under separate contracts.									
2. Name and Address for Official Correspondence (Mayor, Public Works Director, Administrative Contact, etc.): Name: Shane Dunleavy Title: Administrative Contact Address: 3718 Wolf Creek Dr. City, State, Zip: Eden, UT Phone No.: 801-679-7980 E-mail Address: shane@legacy-mountain.com		3. Professional Engineer (PE) Responsible for System Oversight (if applicable): Name: Company: Address: City, State, Zip: Phone No.: E-mail Address:									
4. Professional Engineer (PE) Responsible for Design of this Project: Name: Ryan Bradley, P.E. Company: Ensign Engineering and Land Surveying Address: 45 West Segal Lily Drive, Suite 500 City, State, Zip: Sandy, UT 84070 Phone No.: 801-255-0529 E-mail Address: trousselle@ensignutah.com		7. Anticipated Construction Schedule (if applicable): <table border="1"> <tr> <td>Advertise for Bids:</td> <td>Aug-25</td> </tr> <tr> <td>Bid Opening:</td> <td>Aug-25</td> </tr> <tr> <td>Begin Construction:</td> <td>Aug-25</td> </tr> <tr> <td>Complete Construction:</td> <td>Dec-25</td> </tr> </table>		Advertise for Bids:	Aug-25	Bid Opening:	Aug-25	Begin Construction:	Aug-25	Complete Construction:	Dec-25
Advertise for Bids:	Aug-25										
Bid Opening:	Aug-25										
Begin Construction:	Aug-25										
Complete Construction:	Dec-25										
5. Local Fire Code Official & Required Fire Flow for Proposed Project: Name: David Reed, Fire Marshal City, State, Zip: Fern West, UT 84404 Phone No.: 801-792-9580 ext 205 E-mail Address: dreed@weberfd.com Req'd Flow (gpm): 2,000 Duration (hrs): 2		8a. Is the project exempt from the Hydraulic Model Report requirement? (see 8309-511-401(a)) through (d)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 8b. If YES, specify rule reference below (8309-511-410)(1)-(4)):									
9. State or Federal Agency Funding: <input type="checkbox"/> Drinking Water Board (SRF or FSRF) Loan # <input type="checkbox"/> Community Impact Board (CIB) <input type="checkbox"/> Other (Specify) <input checked="" type="checkbox"/> None											

DDW - Eng-0004

Page 1 of 1

5/23/2018

Exhibit B



Department of Environmental Quality

Tim Davis
Executive Director

DIVISION OF DRINKING WATER
Nathan Lundstad, Ph.D., P.E.
Director

August 7, 2025

Sent via Email Only

Shane Dunleavy
Eden Crossing
3718 Wolf Creek Drive
Eden, Utah 84318
shane@legacy-mountain.com

Subject: **Plan Approval**, Cobabe Ranch 0.5 MG Tank (ST001);
Eden Crossing, System #29132, File #23570

Dear Shane Dunleavy:

The Division of Drinking Water (the Division) received the plans and specifications for the proposed Cobabe Ranch 0.5 MG Tank from your consultant, Robert Rousselle, P.E., with Ensign Engineering on July 10, 2025. Written review comments were provided to your consultant on August 4, 2025. The Division received the revised plans and specifications on August 4, 2025.

Our understanding of the project is as follows:

- The proposed Cobabe Ranch 0.5 MG Tank will be a buried concrete tank with a capacity of 500,000 gallons. The project will also include a new valve vault which will house valves for the tank inlet, outlet, and drain/overflow lines, as well as a smooth nosed sampling tap.
- The tank will be filled by three proposed wells (not included as part of this project).
- The proposed tank will serve the proposed Eden Crossing water system, which will consist of 414 equivalent residential connections (ERCs). The tank is sized to provide water for indoor use and sufficient storage for a fire flow of 2000 gallons per minute (gpm) for 2 hours.
- The proposed tank is included in the master report and hydraulic model submitted by Ensign Engineering for review with a proposed well house and pump station (File #23867).
- The Cobabe Ranch 0.5 MG Tank is identified as ST001 in the Division's database.

195 North 1950 West • Salt Lake City, UT
Mailing Address: P.O. Box 144830 • Salt Lake City, UT 84114-4830
Telephone (801) 536-4200 • Fax (801) 536-4211 • T.D.D. (801) 536-4414
www.deq.utah.gov
Printed on 100% recycled paper.

Shane Dunleavy
Page 2 of 2
August 7, 2025

We have completed our review of the plans and specifications, stamped and signed by Robert J. Rousselle, P.E., and dated July 9, 2025, and find they basically comply with the applicable portions of Utah's Administrative Rules for Public Drinking Water Systems in R309. On this basis, **the plans for Cobabe Ranch 0.5 MG Tank are hereby approved.**

This approval pertains to construction only. **An Operating Permit must be obtained from the Director before Cobabe Ranch 0.5 MG Tank may be put in service.** A checklist outlining the items required for operating permit issuance is enclosed for your information.

Approvals or permits from the local authority or the county may be necessary before beginning construction of this project. As the project proceeds, notice of any changes in the approved design, as well as any change affecting the quantity or quality of the delivered water, must be submitted to the Division. We may also conduct interim and final inspections of this project. Please notify us when actual construction begins so that these inspections can be scheduled.

This approval must be renewed if construction has not begun or if substantial equipment has not been ordered within one year of the date of this letter.

If you have any questions regarding this approval, please contact Hunter Payne, P.E., of this office, at (385) 278-9837, me at (385) 515-1464.

Sincerely,



Michael Newberry, P.E.
Permitting and Engineering Support Manager

HP/mrn/mb

Enclosure — Operating Permit Checklist

cc: Scott Braeden, Weber-Morgan Health Department, sbraeden@webercountyutah.gov
Ryan Klinge, Weber-Morgan Health Department, rklinge@webercountyutah.gov
Robert Rousselle, P.E., Ensign Engineering, rrousselle@ensignutah.com
Shane Dunleavy, Eden Crossing, shane@legacy-mountain.com
Hunter Payne, P.E., Division of Drinking Water, hnpayne@utah.gov
Ted Black, Office of the State Fire Marshal, tblack@utah.gov

DDW-2025-007237



October 2, 2025

RE: Cobabe Ranch Sewer Master Plan

Weber County

2380 Washington Blvd

Ogden UT, 84401

To whom it may concern:

Wolf Creek Water and Sewer Improvement District has reviewed the Cobabe Ranch Sewer Master Plan provided by Gardner Engineering. After review and suggestions presented to the EVO Team and Gardner Engineering, the required changes have been made to the Master Plan.

Wolf Creek Water and Sewer Improvement District will now accept the Cobabe Sewer Master Plan as designed.

Let me know if you have any questions.

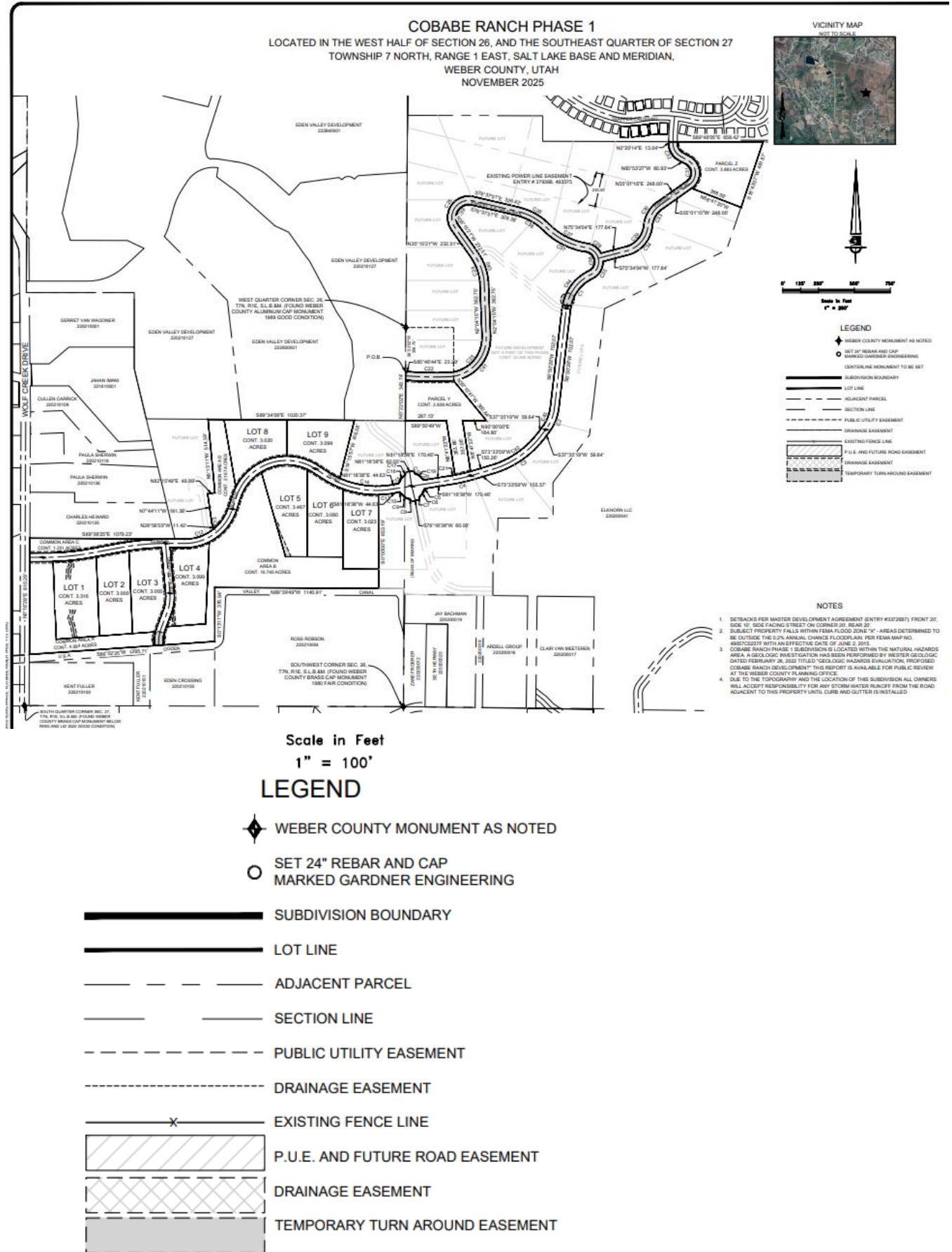
A handwritten signature in blue ink, appearing to read "Robert Thomas", is written above the printed name.

Robert Thomas

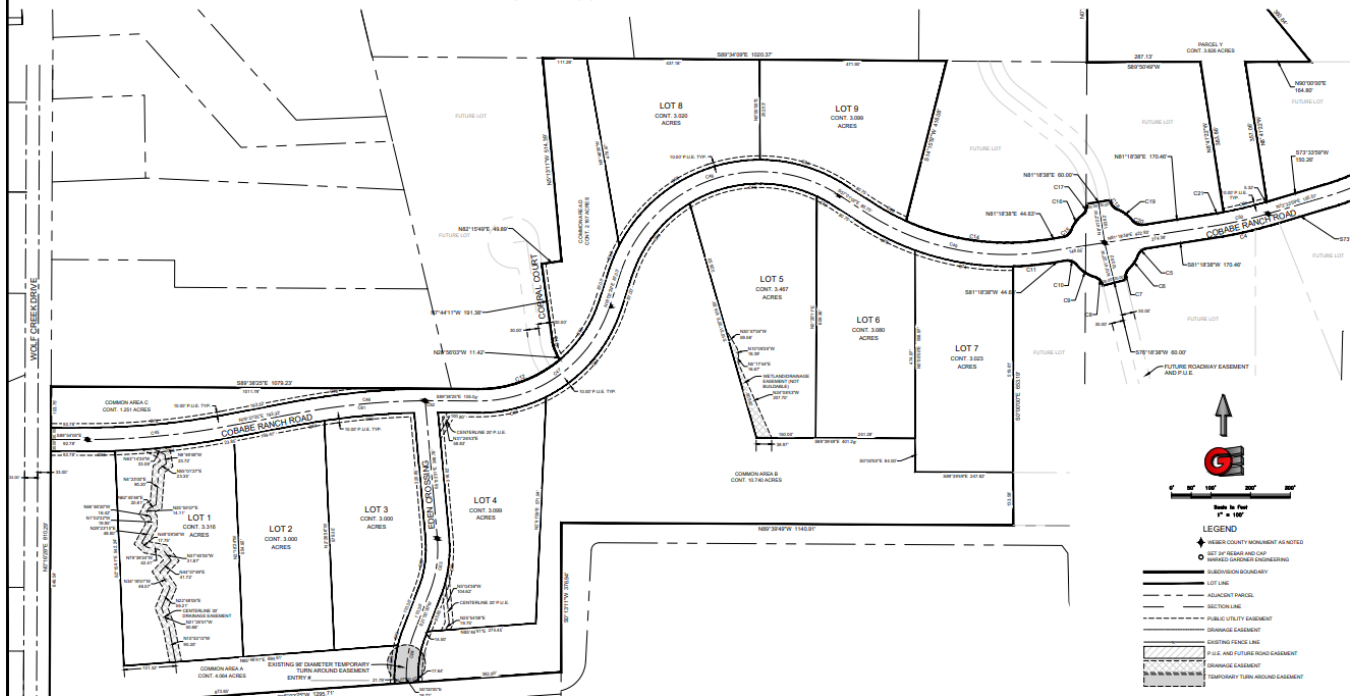
Wolf Creek Water and Sewer Improvement District

801-430-4647

Exhibit C - Proposed Final Plat



COBABE RANCH PHASE 1
 LOCATED IN THE WEST HALF OF SECTION 26, AND THE SOUTHEAST QUARTER OF SECTION 27
 TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
 WEBER COUNTY, UTAH
 NOVEMBER 2025



COBABE RANCH PHASE 1
 LOCATED IN THE WEST HALF OF SECTION 26, AND THE SOUTHEAST QUARTER OF SECTION 27
 TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
 WEBER COUNTY, UTAH
 NOVEMBER 2025

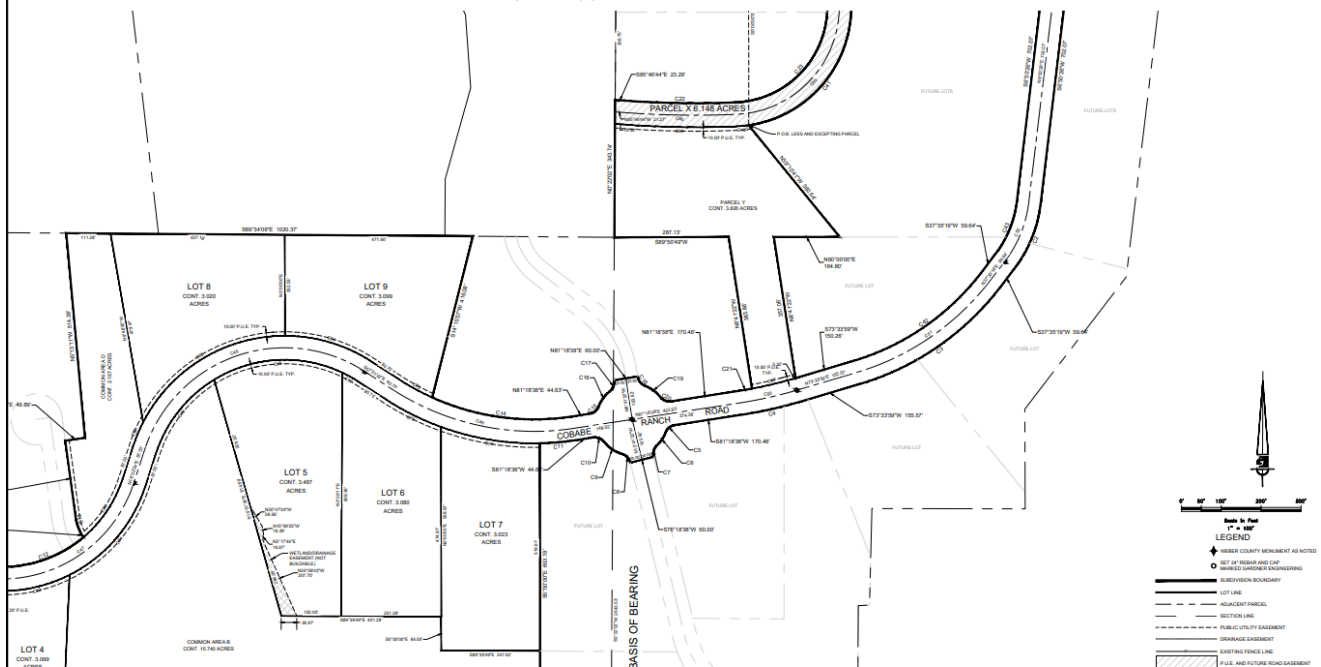
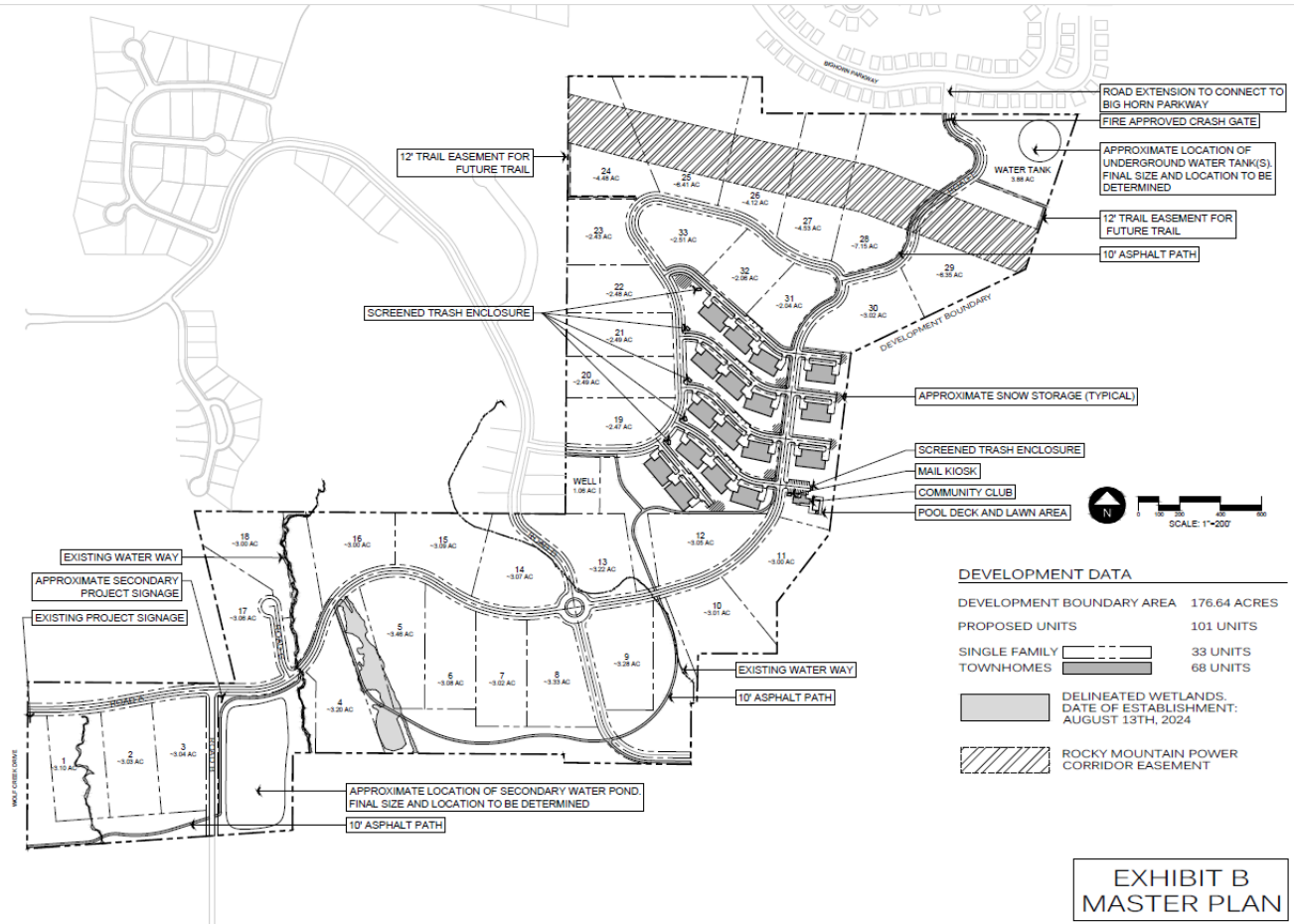
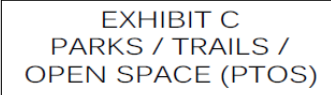


Exhibit D – Master Plan in Executed Development Agreement







Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on a request for final subdivision approval of the Cobabe Ranch Townhomes Phase 1 Subdivision, an 8-unit subdivision located in the MPD Overlay Zone located off of Wolf Creek Drive in Eden. This proposal include 50' private roadways, and limited common area, located at approximately 2800 N Wolf Creek Road, Eden, UT, 84310.
Type of Decision:	Administrative
Agenda Date:	Wednesday, December 10, 2025
Applicant:	Rick Everson
File Number:	UVCTP1101725

Property Information

Approximate Address:	2800 N Wolf Creek Drive, Eden, UT, 84310
Project Area:	Approximately 1.82 Acres
Zoning:	MPD Overlay in the F-5 Zone
Existing Land Use:	Vacant
Proposed Land Use:	Residential
Parcel ID:	22-020-0040
Township, Range, Section:	T7N, R1E, Section 27 SE Qtr

Adjacent Land Use

North:	Trapper's Ridge Development	South:	Residential/Ag
East:	Wolf Creek Drive/Cobabe Ranch Townhomes Ph 1	West:	Cobabe Ranch Drive

Staff Information

Report Presenter:	Tammy Aydelotte taydelotte@webercountyutah.gov 801-399-8794
Report Reviewer:	RG

Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Chapter 27 Master-Planned Overlay Zone (MPDOZ)
- Title 104, Zones, Chapter 2 Agricultural Zones
- Title 106, Subdivisions, Chapter 1-8 as applicable
- Title 108, Standards, Chapter 8 Parking and Loading Space, Vehicle Traffic and Access Regulations

Summary and Background

6/10/2025 – Zoning Development Agreement for Cobabe Ranch is recorded.

10/17/2025 – Application for Cobabe Ranch Townhomes Ph 1 accepted in for review.

The development report from the applicant indicates that these eight units bring the total townhome units in for review/approval at 8. Phase 2 of the Townhomes will bring that total to 16. The development agreement allows for 68 townhome units within the overall Cobabe development.

Applicant is proposing 8 townhome units (two 4-unit buildings), with approximately 9,630 square feet of limited common area, 39,338 square feet of common area, and 50' wide private roadways, from which each unit will gain their access.

Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by encouraging various housing types within the same development.

Zoning: The subject property is located in a Master Planned Development in the Forest (F-5) Zone. The purpose and intent of the Master Planned Development Zone is identified in the LUC §104-27-1 as:

“A master planned development overlay (MPDOZ) zone is intended to allow a legislatively adopted overlay zone that provides an avenue for the creation of a master planned development. The zone is intended to promote the diversification in the relationship of various uses and structures to their sites, to permit more flexible applicability of traditional zoning standards to those sites, and to encourage new and innovative concepts in the design of neighborhood and housing projects. To this end, the development should be planned and entitled as one complete land development plan, otherwise known as a master planned development. Phasing of the complete land development plan may occur over time if approved by the county commission and if in compliance with the entitlements of the complete land development plan.”

Lot area, frontage/width and yard regulations: The recorded development agreement outlines minimum lot development standards:

Minimum lot area: N/A

Minimum lot width: N/A

Front yard setback: 15 feet

Side yard separation: 8 feet

Side yard setback for corner lot's side facing street: 5 feet

Rear yard setback: 5 feet

This development allows for short-term rentals in any/all of the units under this recorded development agreement.

Natural Hazards Overlay Zone: This proposed phase of the development is located in a geologic hazards study area. A study has been submitted, performed by Western Geologic, dated 2/28/2022. All recommendations outlined in the report shall be followed in subsequent phases and with regards to road design and installation. Below are hazards identified in this report on file with Weber County:

Table 1. Geologic hazards summary.

Hazard	H	M	L
Earthquake Ground Shaking	X		
Surface Fault Rupture			X
Liquefaction and Lateral-spread Ground Failure			X
Tectonic Deformation			X
Seismic Seiche and Storm Surge			X
Stream Flooding			X
Shallow Groundwater		X	
Landslides and Slope Failures	X		
Debris Flows and Floods			X
Rock Fall			X
Problem Soil and Rock		X	

The following are conclusions and recommendations outlined in the submitted report:

7.0 CONCLUSIONS AND RECOMMENDATIONS

Earthquake ground shaking and landslides are identified as posing a high relative risk to the Project. Shallow groundwater and problem soil pose a moderate (equivocal) risk. The following recommendations are provided with regard to the geologic characterizations in this report:

- ***Seismic Design*** – All habitable structures developed at the property should be constructed to current adopted seismic building codes to reduce the risk of damage, injury, or loss of life from earthquake ground shaking. The Project geotechnical engineer should confirm the ground shaking hazard and provide appropriate seismic design parameters as needed. Earthquake ground shaking is a hazard that is common for all development along the Wasatch Front.
- ***Geotechnical Evaluation*** – The Project geotechnical engineer should assess soil foundation conditions, provide recommendations regarding subsurface drainage, and evaluate slope stability. The stability evaluation should be based on geologic characterizations in this report and site-specific geotechnical data, and provide recommendations for reducing the risk of landsliding if the factors of safety are deemed unsuitable.
- ***Site Modifications and Drainage*** – No unplanned cuts should be made in the slopes at the site without prior geotechnical analyses, and proper surface and subsurface drainage should be maintained. We recommend that final site drainage and grading plans be reviewed by a licensed geologist and geotechnical engineer.
- ***Excavation Backfill Considerations*** – The test pits may be in areas where a structure could subsequently be placed. However, backfill may not have been replaced in the excavations in compacted layers. The fill could settle with time and upon saturation. Should structures be located in an excavated area, no footings or structure should be founded over the excavation unless the backfill has been removed and replaced with structural fill.
- ***Hazard Disclosures and Report Availability*** – All hazards identified as posing a high risk at the site should be disclosed to future buyers so that they may understand and be willing to accept any potential developmental challenges and/or risks posed by these hazards. This report should be made available to architects, building contractors, and in the event of a future property sale, real estate agents and potential buyers. The report should be referenced for information on technical data only as interpreted from observations and not as a warranty of conditions throughout the site. The report should be submitted in its entirety, or referenced appropriately, as part of any document submittal to a government agency responsible for planning decisions or geologic review. Incomplete submittals void the professional seals and signatures we provide herein. Although this report and the data herein are the property of the client, the report format is the intellectual property of Western Geologic and should not be copied, used, or modified without express permission of the authors.

Applicant shall comply with all recommendations outlined in the submitted report.

Additional design standards and requirements: This development is subject to a development agreement (see entry# 3372667 recorded 6/10/25). Per the Master plan (see exhibit B of the recorded development agreement) 68 units within the Cobabe Ranch Development are townhome units. This phase is the first eight of these units, coming in off of 5100 East (Wolf Creek Drive), and accessing off of a 50' wide private roadway that runs along the north of these units. These units have 188 square feet of limited common area in the rear of each unit and limited common area on the front for access purposes. The private roadways included in this phase are 50' ROW's, and shall be installed according to the requirements set forth in the recorded development agreement. Applicant is proposing two 4-unit buildings, with approximately 9,630 square feet of limited common area, and 39,338 square feet of common area.

Per Weber County LUC 106-2-2.040, The applicant is limited to no more than 30 units to be applied for through the subdivision process until connection is made back out to the surrounding street network, or to the north through the Trapper's Ridge Development.

Culinary water and sanitary sewage disposal: A will-serve letter has been provided by Ogden Valley Mutual Water Company, a newly-formed water district. Per Weber County LUC 106-4-2.010, a letter from the Utah State Department of Environmental Quality has issued approval of the proposed delivery system for culinary water. The approval from the State of Utah indicates a total of 414 possible residential connections, for indoor use. Applicant has not submitted a landscaping plan for these townhome units. A landscape plat shall be required prior to recording the final plat, though any landscaping improvements that are not located in a public right-of-way shall not be required to either be installed or escrowed for.

Review Agencies: This subdivision has been reviewed by all applicable agencies. All review agency requirements shall be required to be addressed/followed prior to recording of the final plat.

Staff Recommendation

Staff recommends final approval of Cobabe Ranch Townhomes Phase 1 Subdivision subject to all review agency requirements and the following conditions:

1. Installation/Escrow for all improvements in this phase shall be submitted and an Improvements Guarantee Agreement recorded with the final plat.
2. A Natural Hazards Notice shall be required to be recorded with the final plat.
3. Applicant shall submit a landscaping plan, prior to recording the final plat.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with all previous approvals and the applicable County ordinances.
3. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
4. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Exhibits

- A. Application
- B. Will Serve/Feasibility Letters
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- D. Master Plan in Executed Development Agreement

Location Map 1

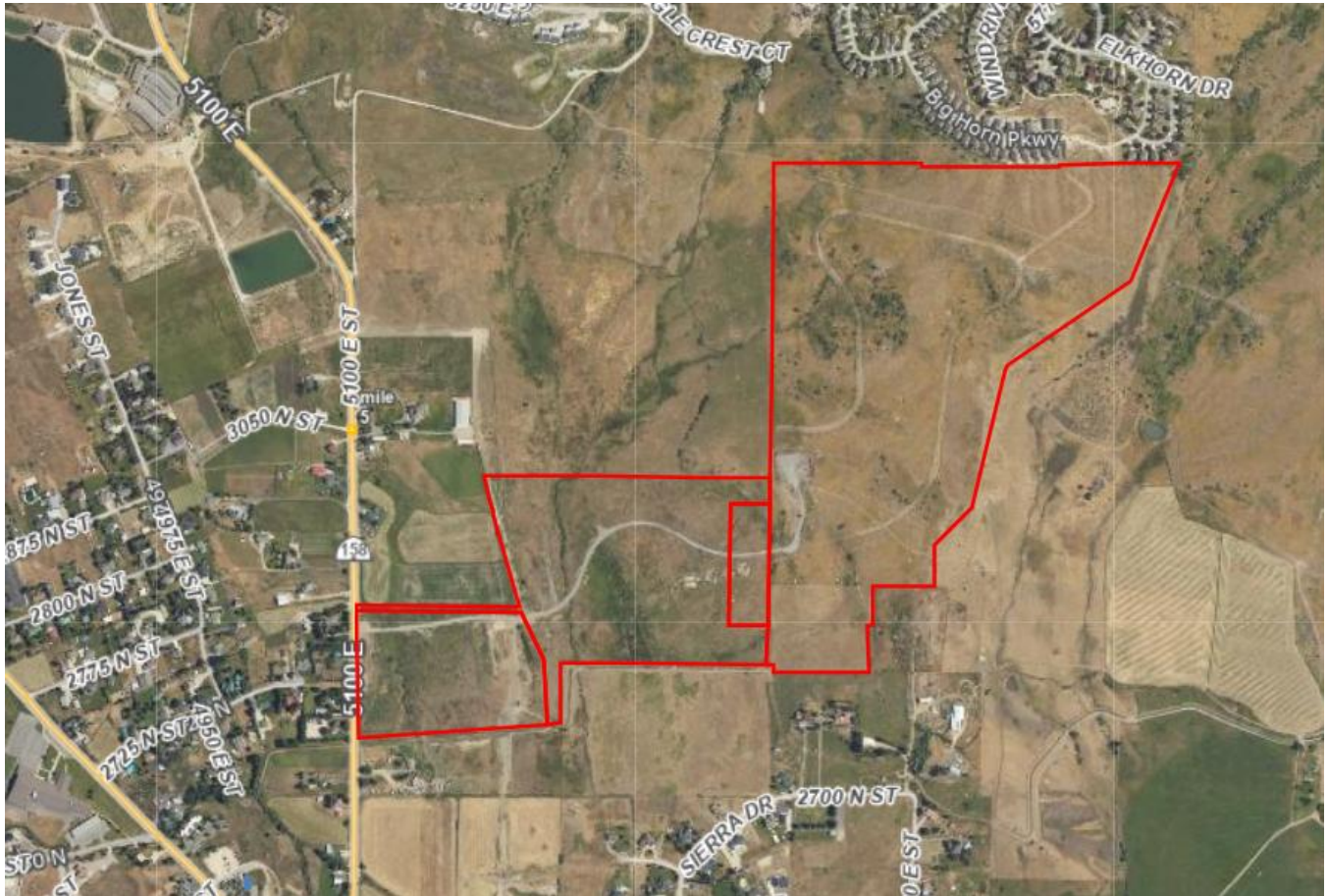


Exhibit A - Application

Cobabe Ranch Townhomes Phase 1

[+ Add Follower](#)[✎ Change Status](#)[✎ Change Review Due Date](#)[✎ Edit Project](#)

Address: 2800 N Wolf Creek Drive, Eden, UT, 84310
Maps: [Google Maps](#)
Project Type: Subdivisions
Sub Type: Small Subdivision
Created By: [Rick Everson](#)
Created On: 10/4/2025

Project Status: Accepted
Status Date: 10/17/2025
File Number: UVCTP1101725
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents](#) 18[Comments](#) 1[Reviews](#) 10[Followers](#) 20[History](#)[Reminder](#) 0[Payments](#) 1[Area Fees](#)[Internal](#) 0

Application

[+ Add Building](#)[+ Add Parcel](#)[✎ Edit Application](#)[+ Add a Contractor](#)[Print](#)[Building Permit](#)

Project Description

Cobabe Ranch Townhomes Phase 1

Property Address

2800 N Wolf Creek Drive
Eden, UT, 84310

Property Owner

Cobabe Ranch LLC
801-389-0040
eric@thg-cs.com

Representative

Rick Everson
801-897-4880
reverson@evoutah.com

Accessory Dwelling Unit	False
Current Zoning	F-5
Subdivision Name	Cobabe Ranch Townhomes Phase 1
Number of new lots being created	8
Number of lots affected	0
Number of lots approved	0
Lot Number	N/A
Lot Size	N/A
Frontage	N/A
Culinary Water Authority	Not Applicable
Secondary Water Provider	Not Applicable
Sanitary Sewer Authority	Wolfcreek Sewer Improvement District
Nearest Hydrant Address	5989 Big Horn Parkway
Signed By	Representative, Rick Everson

Parcel Number

[✕ Remove](#) 220200040 - [County Map](#)



August 15, 2025

Weber County Planning
2380 Washington Blvd
Ogden, Utah 84401

To Whom It May Concern:

Re: Cobabe Ranch Subdivision – Statement of Culinary & Secondary Water Feasibility, Phase 1 – Lots 1 to 9

This letter serves as notice that the Ogden Valley Mutual Water Company, previously known as Eden Crossing PWC, LLC (the "**Company**") has reviewed the plans for the above-described project (the "**Project**") to be built by Eden Valley Opportunity LLC ("**Owner**"). The Company has found the plans to be in compliance with Company standards for construction. Therefore, subject to the conditions set forth below, the Company confirms, consistent with Weber County Code § 106-1-4(b)(4), that it has the capacity to provide culinary and secondary water to the Project (the "**Water Services**"), and Owner owns Class D (Development) shares in the Company that may be converted to Class A (Connection) and Class C (Irrigation) shares to serve the Project as provided in the governing documents of the Company.

Subject to interruptions to the provision of the Water Services that may occur as a result of scheduled maintenance and construction, power failures, natural disasters, force majeure events and other circumstances beyond the control of the Company, the Water Services will be provided to the Project in accordance with the Company's policies and procedures (as adopted and modified from time to time) and in accordance with applicable federal, state, and local statutes, laws, rules, regulations, ordinances and standards. Moreover, this approval is expressly conditioned upon and subject to the following:

1. Recordation of a subdivision plat by Weber County that includes the Project and has been approved by all applicable governmental and quasi-governmental entities with jurisdiction.
2. Compliance by the Owner with the Company's policies and procedures, articles, and bylaws, as such governing documents may change from time to time, including, but not limited to, provision by the Owner (at such Owner's sole cost and expense) of all necessary easements, rights and interests for, and installation of all off-site and on-site lines, piping, equipment, connections and facilities necessary for such Water Services in accordance with plans

3718 N. Wolf Creek Drive • Eden, Utah • 84310

approved by the Company and in compliance with the Company's standards and specifications.

3. This letter shall be null and void upon any changes or modifications to the plans for the Project as submitted to and reviewed by the Company without written consent from the Company.
4. All infrastructure shown on the plans shall be (a) built in accordance with the Company's specifications, (b) inspected and approved by the Company, and (c) properly transferred to the Company.
5. The timely payment of all applicable fees, costs and expenses pursuant to the Company's policies and procedures as such policies and procedures may change from time to time, including, but not limited to, hook-up costs, connection fees, review and inspection fees, impact fees, and standard billings assessed in connection with the Water Services (failure to timely pay such costs, fees and expenses will result in temporary suspension and/or permanent cessation of the Water Services).
6. The proposed system expansion X will require / will not require state review and approval prior to issuing final approval for the Project and prior to this Company guaranteeing service to the Project.
7. Natural fluctuations in water supplies.
8. Subsequent decisions and regulation by governmental and quasi-governmental entities with jurisdiction, including, but not limited to Weber County, the Utah State Engineer, Utah Division of Water Resources, Public Service Commission, the United States Department of the Interior, and all other applicable governmental or quasi-governmental entities with jurisdiction.

The Company shall not be in default in the performance of its obligations under this letter unless and until the Company fails to cure any alleged default within thirty (30) days after the Owner delivers to the Company written notice of such default (or fails to commence and diligently prosecute such cure within such thirty (30) day period if such default is of a type that cannot reasonably be cured within such thirty (30) day period). Any such notice shall specify in detail any asserted default and the steps which if taken will cure such default.

In no event shall the Company be deemed to be in default hereunder if the failure does not result in the failure to provide Water Services to the Project.

The Company is a Public Water System ("PWS") recognized by the Utah Division of Drinking Water ("DDW") as system number 29132. DDW has acknowledged receipt of the Project Notification Form (attached as **Exhibit A**) and assigned it file #23867 and begun its review. Fire and Culinary storage requirements for the Project will be provided from the

Company's planned 0.5 million gallon storage tank, which has been approved by DDW. See **Exhibit B**. The water rights for this project are secured under contract #18317 with the Weber Basin Water Conservancy District and approved under Exchange Application No. E6685.

As recipient of the Water Services, please acknowledge by signing this letter in the location provided below your agreement with the foregoing and that you agree to the above terms and to the terms set forth in the Company's policies and procedures (as those policies may change from time to time).

Sincerely,
OGDEN VALLEY MUTUAL WATER COMPANY


Shane Dunleavy, President

ACKNOWLEDGEMENT AND AGREEMENT:

THE UNDERSIGNED AGREES TO THE ABOVE TERMS AND CONDITIONS AND TO THE TERMS SET FORTH IN THE COMPANY'S POLICIES AND PROCEDURES, ARTICLES, AND BYLAWS (AS SUCH DOCUMENTS MAY CHANGE FROM TIME TO TIME).

John Lewis
By: 
Name: _____
Its: Managing Partner.

Exhibit A

PROJECT NOTIFICATION FORM (PNF) Utah Division of Drinking Water (DDW)

Please provide the following information for a proposed Public Drinking Water Project.
For a new public water system (PWS) also complete a New PWS Application Form (see DDW website).
Submit (preferably by email) the completed PNF with plans and specifications to DDW.
Email completed form & documents to ddwprn@utah.gov or mail to:

DDW - Plan Review File No.:
DDW - Date Received:

Utah Division of Drinking Water
P.O. Box 166030, Salt Lake City, Utah 84114-4030, (801) 596-4300

1. Public Water System (PWS) Information System Name: Ogden Valley Mutual Water Co. (Eden Crossing) System Number: 29132 Address: 3718 Wolf Creek Dr. City, State, Zip: Eden, UT Present No. of ERCs system is obligated to serve: 0 Population Served: Est. 94 based on 29 ERCs (3.2 Persons per ERC) No. of ERCs this project will add: 412 ERCs (41 Build Out)		6. Project Description (provide a unique facility name, location, and sufficient details to specifically identify the project): Eden Crossing is developing a Well House and Booster Station to support a proposed 0.5 million gallon (MG) drinking water storage tank (Project Notification Form submitted separately). The Well House will equip and connect wells EC1 and EC2. Constructed with concrete masonry units (CMU), it will house metering equipment, sampling taps, and all necessary electrical controls. The Booster Station will increase pressure from wells EC1 and EC2 to the drinking water storage tank. Also built with CMU, it will include water filtration for secondary aesthetic standards and a booster pump. The design incorporates additional space to accommodate future upgrades for pumping from well EC5. The water transmission/supply pipeline is being designed by Gardner Engineering, while Ensign Engineering has designed the drinking water storage tank. These components will be submitted and constructed under separate contracts.									
2. Name and Address for Official Correspondence (Mayor, Public Works Director, Administrative Contact, etc.): Name: Shane Dunleavy Title: Administrative Contact Address: 3718 Wolf Creek Dr. City, State, Zip: Eden, UT Phone No.: 801-679-7980 E-mail Address: shane@legacy-mountain.com		3. Professional Engineer (PE) Responsible for System Oversight (if applicable): Name: Company: Address: City, State, Zip: Phone No.: E-mail Address:									
4. Professional Engineer (PE) Responsible for Design of this Project: Name: Ryan Bradley, P.E. Company: Ensign Engineering and Land Surveying Address: 45 West Segal Lily Drive, Suite 500 City, State, Zip: Sandy, UT 84070 Phone No.: 801-255-0529 E-mail Address: trousselle@ensignutah.com		7. Anticipated Construction Schedule (if applicable): <table border="1"> <tr> <td>Advertise for Bids:</td> <td>Aug-25</td> </tr> <tr> <td>Bid Opening:</td> <td>Aug-25</td> </tr> <tr> <td>Begin Construction:</td> <td>Aug-25</td> </tr> <tr> <td>Complete Construction:</td> <td>Dec-25</td> </tr> </table>		Advertise for Bids:	Aug-25	Bid Opening:	Aug-25	Begin Construction:	Aug-25	Complete Construction:	Dec-25
Advertise for Bids:	Aug-25										
Bid Opening:	Aug-25										
Begin Construction:	Aug-25										
Complete Construction:	Dec-25										
5. Local Fire Code Official & Required Fire Flow for Proposed Project: Name: David Reed, Fire Marshal City, State, Zip: Fern West, UT 84404 Phone No.: 801-792-9580 ext 205 E-mail Address: dreed@weberfd.com Req'd Flow (gpm): 2,000 Duration (hrs): 2		8a. Is the project exempt from the Hydraulic Model Report requirement? (see 8309-511-401(a)) through (d)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 8b. If YES, specify rule reference below (8309-511-410)(i)-(iv):									
9. State or Federal Agency Funding: <input type="checkbox"/> Drinking Water Board (SRF or FSRF) Loan # <input type="checkbox"/> Community Impact Board (CIB) <input type="checkbox"/> Other (Specify) <input checked="" type="checkbox"/> None											

(ERC = Equivalent Residential Connections, SRF = State Revolving Fund)

DDW-Eng-0004

Page 1 of 1

3/23/2018

Exhibit B



Department of Environmental Quality

Tim Davis
Executive Director

DIVISION OF DRINKING WATER
Nathan Lundstad, Ph.D., P.E.
Director

August 7, 2025

Sent via Email Only

Shane Dunleavy
Eden Crossing
3718 Wolf Creek Drive
Eden, Utah 84318
shane@legacy-mountain.com

Subject: **Plan Approval**, Cobabe Ranch 0.5 MG Tank (ST001);
Eden Crossing, System #29132, File #23570

Dear Shane Dunleavy:

The Division of Drinking Water (the Division) received the plans and specifications for the proposed Cobabe Ranch 0.5 MG Tank from your consultant, Robert Rousselle, P.E., with Ensign Engineering on July 10, 2025. Written review comments were provided to your consultant on August 4, 2025. The Division received the revised plans and specifications on August 4, 2025.

Our understanding of the project is as follows:

- The proposed Cobabe Ranch 0.5 MG Tank will be a buried concrete tank with a capacity of 500,000 gallons. The project will also include a new valve vault which will house valves for the tank inlet, outlet, and drain/overflow lines, as well as a smooth nosed sampling tap.
- The tank will be filled by three proposed wells (not included as part of this project).
- The proposed tank will serve the proposed Eden Crossing water system, which will consist of 414 equivalent residential connections (ERCs). The tank is sized to provide water for indoor use and sufficient storage for a fire flow of 2000 gallons per minute (gpm) for 2 hours.
- The proposed tank is included in the master report and hydraulic model submitted by Ensign Engineering for review with a proposed well house and pump station (File #23867).
- The Cobabe Ranch 0.5 MG Tank is identified as ST001 in the Division's database.

195 North 1950 West • Salt Lake City, UT
Mailing Address: P.O. Box 144830 • Salt Lake City, UT 84114-4830
Telephone (801) 536-4200 • Fax (801) 536-4211 • T.D.D. (801) 536-4414
www.deq.utah.gov
Printed on 100% recycled paper.

Shane Dunleavy
Page 2 of 2
August 7, 2025

We have completed our review of the plans and specifications, stamped and signed by Robert J. Rousselle, P.E., and dated July 9, 2025, and find they basically comply with the applicable portions of Utah's Administrative Rules for Public Drinking Water Systems in R309. On this basis, **the plans for Cobabe Ranch 0.5 MG Tank are hereby approved.**

This approval pertains to construction only. **An Operating Permit must be obtained from the Director before Cobabe Ranch 0.5 MG Tank may be put in service.** A checklist outlining the items required for operating permit issuance is enclosed for your information.

Approvals or permits from the local authority or the county may be necessary before beginning construction of this project. As the project proceeds, notice of any changes in the approved design, as well as any change affecting the quantity or quality of the delivered water, must be submitted to the Division. We may also conduct interim and final inspections of this project. Please notify us when actual construction begins so that these inspections can be scheduled.

This approval must be renewed if construction has not begun or if substantial equipment has not been ordered within one year of the date of this letter.

If you have any questions regarding this approval, please contact Hunter Payne, P.E., of this office, at (385) 278-9837, me at (385) 515-1464.

Sincerely,



Michael Newberry, P.E.
Permitting and Engineering Support Manager

HP/mrn/mb

Enclosure — Operating Permit Checklist

cc: Scott Braeden, Weber-Morgan Health Department, sbraeden@webercountyutah.gov
Ryan Klinge, Weber-Morgan Health Department, rklinge@webercountyutah.gov
Robert Rousselle, P.E., Ensign Engineering, rrousselle@ensignutah.com
Shane Dunleavy, Eden Crossing, shane@legacy-mountain.com
Hunter Payne, P.E., Division of Drinking Water, hnpayne@utah.gov
Ted Black, Office of the State Fire Marshal, tblack@utah.gov

DDW-2025-007237



October 2, 2025

RE: Cobabe Ranch Sewer Master Plan

Weber County

2380 Washington Blvd

Ogden UT, 84401

To whom it may concern:

Wolf Creek Water and Sewer Improvement District has reviewed the Cobabe Ranch Sewer Master Plan provided by Gardner Engineering. After review and suggestions presented to the EVO Team and Gardner Engineering, the required changes have been made to the Master Plan.

Wolf Creek Water and Sewer Improvement District will now accept the Cobabe Sewer Master Plan as designed.

Let me know if you have any questions.

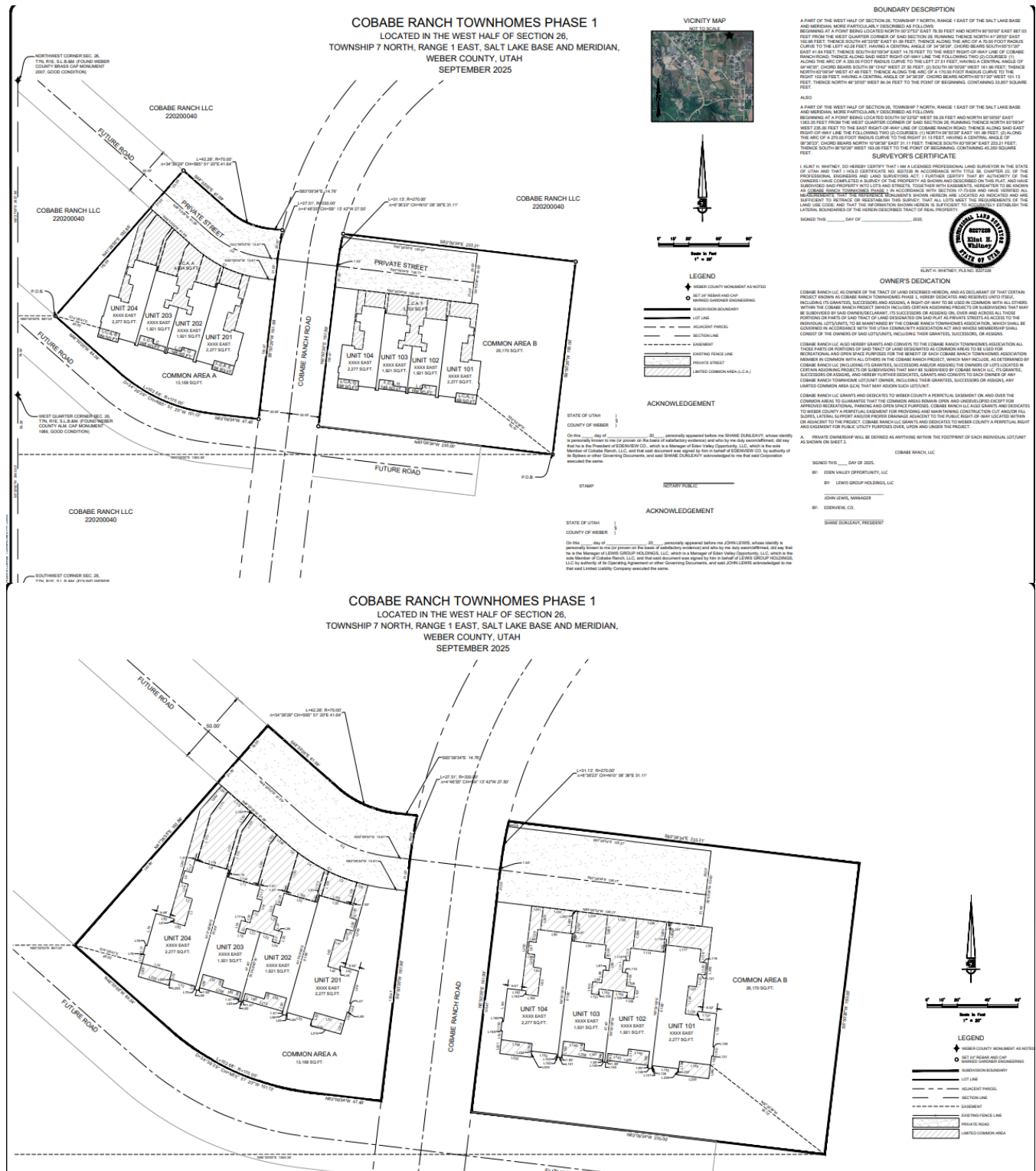
A handwritten signature in blue ink, appearing to read "Robert Thomas", is written above the printed name.

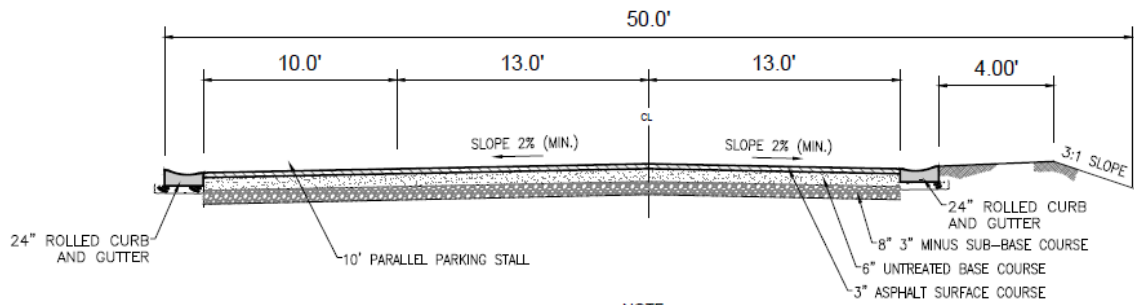
Robert Thomas

Wolf Creek Water and Sewer Improvement District

801-430-4647

Exhibit C – Proposed Final Plat



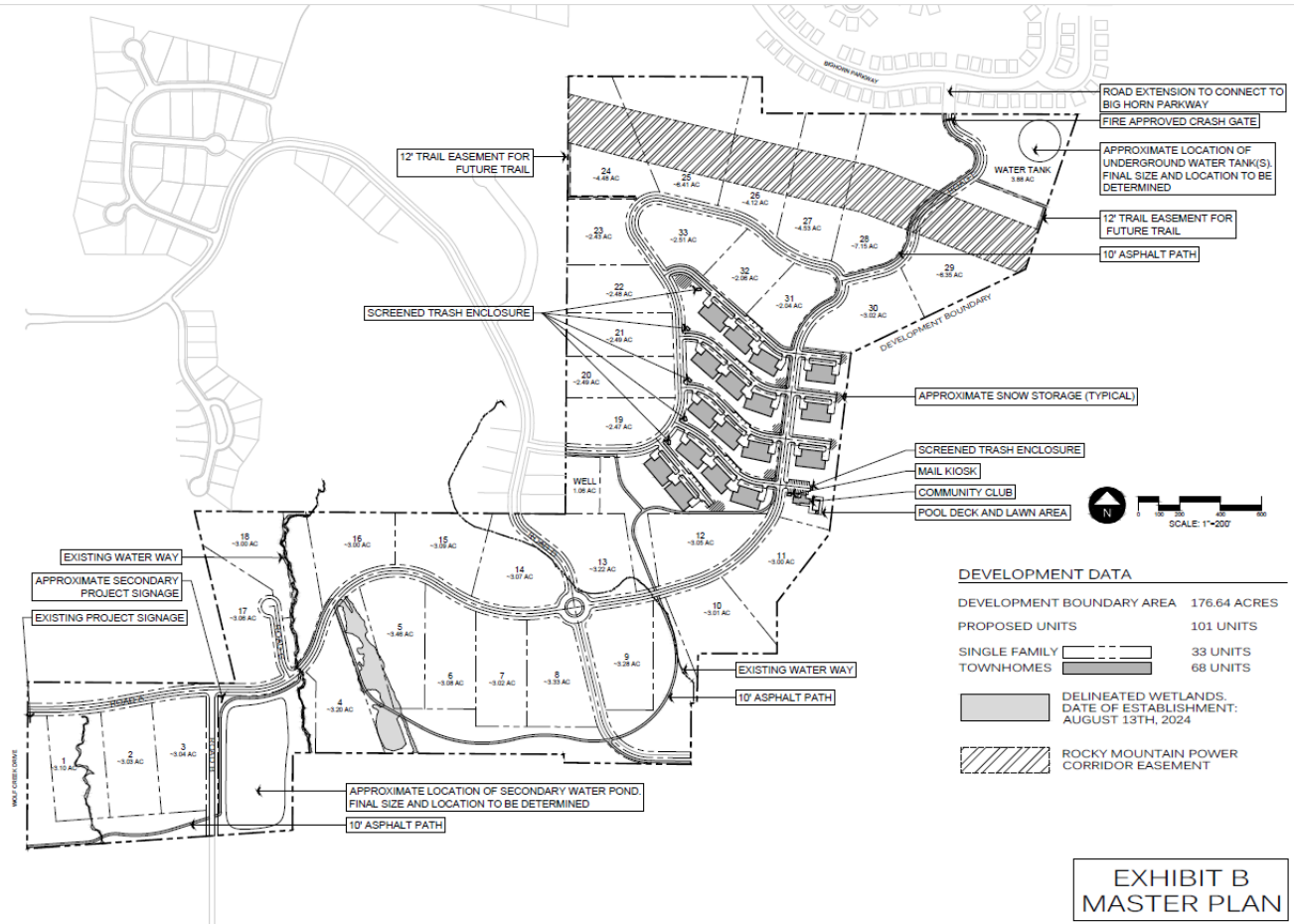


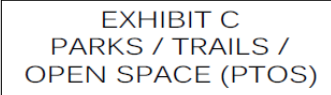
NOTE:
ALL DEPTH STANDARDS ARE MINIMUM AND MORE CAN BE REQUIRED BASED ON GEOTECHNICAL REPORT

50' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE

Exhibit D – Master Plan in Executed Development Agreement







Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on a request for final subdivision approval of the Cobabe Ranch Townhomes Phase 2 Subdivision, an 8-unit subdivision located in the MPD Overlay Zone located off of Wolf Creek Drive in Eden. This proposal includes 50' private roadways, and limited common area, located at approximately 2800 N Wolf Creek Road, Eden, UT, 84310.
Type of Decision:	Administrative
Agenda Date:	Wednesday, December 10, 2025
Applicant:	Rick Everson
File Number:	UVCTP1101725

Property Information

Approximate Address:	2800 N Wolf Creek Drive, Eden, UT, 84310
Project Area:	Approximately 2.420 Acres
Zoning:	MPD Overlay in the F-5 Zone
Existing Land Use:	Vacant
Proposed Land Use:	Residential
Parcel ID:	22-020-0040
Township, Range, Section:	T7N, R1E, Section 27 SE Qtr

Adjacent Land Use

North:	Trapper's Ridge Development	South:	Residential/Ag
East:	Cobabe Ranch Townhomes Phase 1	West:	Cobabe Ranch Drive

Staff Information

Report Presenter:	Tammy Aydelotte taydelotte@webercountyutah.gov 801-399-8794
Report Reviewer:	RG

Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Chapter 27 Master-Planned Overlay Zone (MPDOZ)
- Title 104, Zones, Chapter 2 Agricultural Zones
- Title 106, Subdivisions, Chapter 1-8 as applicable
- Title 108, Standards, Chapter 8 Parking and Loading Space, Vehicle Traffic and Access Regulations

Summary and Background

6/10/2025 – Zoning Development Agreement for Cobabe Ranch is recorded.

10/17/2025 – Application for Cobabe Ranch Townhomes Ph 2 accepted in for review.

The development report from the applicant indicates that these eight units bring the total townhome units in for review/approval at 8. Phase 2 of the Townhomes will bring that total to 16. The development agreement allows for 68 townhome units within the overall Cobabe development.

Applicant is proposing 8 townhome units (two 4-unit buildings), with approximately 12,821 square feet of limited common area, 45,355 square feet of common area, and 50' wide private roadways, from which each unit will gain their access.

Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by encouraging various housing types within the same development.

Zoning: The subject property is located in a Master Planned Development in the Forest (F-5) Zone. The purpose and intent of the Master Planned Development Zone is identified in the LUC §104-27-1 as:

“A master planned development overlay (MPDOZ) zone is intended to allow a legislatively adopted overlay zone that provides an avenue for the creation of a master planned development. The zone is intended to promote the diversification in the relationship of various uses and structures to their sites, to permit more flexible applicability of traditional zoning standards to those sites, and to encourage new and innovative concepts in the design of neighborhood and housing projects. To this end, the development should be planned and entitled as one complete land development plan, otherwise known as a master planned development. Phasing of the complete land development plan may occur over time if approved by the county commission and if in compliance with the entitlements of the complete land development plan.”

Lot area, frontage/width and yard regulations: The recorded development agreement outlines minimum lot development standards:

Minimum lot area: N/A

Minimum lot width: N/A

Front yard setback: 15 feet

Side yard separation: 8 feet

Side yard setback for corner lot's side facing street: 5 feet

Rear yard setback: 5 feet

This development allows for short-term rentals in any/all of the units under this recorded development agreement.

Natural Hazards Overlay Zone: This proposed phase of the development is located in a geologic hazards study area. A study has been submitted, performed by Western Geologic, dated 2/28/2022. All recommendations outlined in the report shall be followed in subsequent phases and with regards to road design and installation. Below are hazards identified in this report on file with Weber County:

Table 1. Geologic hazards summary.

Hazard	H	M	L
Earthquake Ground Shaking	X		
Surface Fault Rupture			X
Liquefaction and Lateral-spread Ground Failure			X
Tectonic Deformation			X
Seismic Seiche and Storm Surge			X
Stream Flooding			X
Shallow Groundwater		X	
Landslides and Slope Failures	X		
Debris Flows and Floods			X
Rock Fall			X
Problem Soil and Rock		X	

The following are conclusions and recommendations outlined in the submitted report:

7.0 CONCLUSIONS AND RECOMMENDATIONS

Earthquake ground shaking and landslides are identified as posing a high relative risk to the Project. Shallow groundwater and problem soil pose a moderate (equivocal) risk. The following recommendations are provided with regard to the geologic characterizations in this report:

- ***Seismic Design*** – All habitable structures developed at the property should be constructed to current adopted seismic building codes to reduce the risk of damage, injury, or loss of life from earthquake ground shaking. The Project geotechnical engineer should confirm the ground shaking hazard and provide appropriate seismic design parameters as needed. Earthquake ground shaking is a hazard that is common for all development along the Wasatch Front.
- ***Geotechnical Evaluation*** – The Project geotechnical engineer should assess soil foundation conditions, provide recommendations regarding subsurface drainage, and evaluate slope stability. The stability evaluation should be based on geologic characterizations in this report and site-specific geotechnical data, and provide recommendations for reducing the risk of landsliding if the factors of safety are deemed unsuitable.
- ***Site Modifications and Drainage*** – No unplanned cuts should be made in the slopes at the site without prior geotechnical analyses, and proper surface and subsurface drainage should be maintained. We recommend that final site drainage and grading plans be reviewed by a licensed geologist and geotechnical engineer.
- ***Excavation Backfill Considerations*** – The test pits may be in areas where a structure could subsequently be placed. However, backfill may not have been replaced in the excavations in compacted layers. The fill could settle with time and upon saturation. Should structures be located in an excavated area, no footings or structure should be founded over the excavation unless the backfill has been removed and replaced with structural fill.
- ***Hazard Disclosures and Report Availability*** – All hazards identified as posing a high risk at the site should be disclosed to future buyers so that they may understand and be willing to accept any potential developmental challenges and/or risks posed by these hazards. This report should be made available to architects, building contractors, and in the event of a future property sale, real estate agents and potential buyers. The report should be referenced for information on technical data only as interpreted from observations and not as a warranty of conditions throughout the site. The report should be submitted in its entirety, or referenced appropriately, as part of any document submittal to a government agency responsible for planning decisions or geologic review. Incomplete submittals void the professional seals and signatures we provide herein. Although this report and the data herein are the property of the client, the report format is the intellectual property of Western Geologic and should not be copied, used, or modified without express permission of the authors.

Applicant shall comply with all recommendations outlined in the submitted report.

Additional design standards and requirements: This development is subject to a development agreement (see entry# 3372667 recorded 6/10/25). Per the Master plan (see exhibit B of the recorded development agreement) 68 units within the Cobabe Ranch Development are townhome units. This phase is the first eight of these units, coming in off of 5100 East (Wolf Creek Drive), and accessing off of a 50' wide private roadway that runs along the north of these units. These units have 188 square feet of limited common area in the rear of each unit and limited common area on the front for access purposes. The private roadways included in this phase are 50' ROW's, and shall be installed according to the requirements set forth in the recorded development agreement. Applicant is proposing two 4-unit buildings, with approximately 12,821 square feet of limited common area, and 45,355 square feet of common area.

Per Weber County LUC 106-2-2.040, The applicant is limited to no more than 30 units to be applied for through the subdivision process until connection is made back out to the surrounding street network, or to the north through the Trapper's Ridge Development.

Culinary water and sanitary sewage disposal: A will-serve letter has been provided by Ogden Valley Mutual Water Company, a newly-formed water district. Per Weber County LUC 106-4-2.010, a letter from the Utah State Department of Environmental Quality has issued approval of the proposed delivery system for culinary water. The approval from the State of Utah indicates a total of 414 possible residential connections, for indoor use. Applicant has not submitted a landscaping plan for these townhome units. A landscape plat shall be required prior to recording the final plat, though any landscaping improvements that are not located in a public right-of-way shall not be required to either be installed or escrowed for.

Review Agencies: This subdivision has been reviewed by all applicable agencies. All review agency requirements shall be required to be addressed/followed prior to recording of the final plat.

Staff Recommendation

Staff recommends final approval of Cobabe Ranch Townhomes Phase 2 Subdivision subject to all review agency requirements and the following conditions:

1. Installation/Escrow for all improvements in this phase shall be submitted and an Improvements Guarantee Agreement recorded with the final plat.
2. A Natural Hazards Notice shall be required to be recorded with the final plat.
3. Applicant shall submit a landscaping plan, prior to recording the final plat.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision complies with all previous approvals and the applicable County ordinances.
3. The proposed subdivision will not be detrimental to the public health, safety, or welfare.
4. The proposed subdivision will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Exhibits

- A. Application
- B. Will Serve/Feasibility Letters
- C. Proposed Final Plat
- D. Master Plan in Executed Development Agreement

Location Map 1

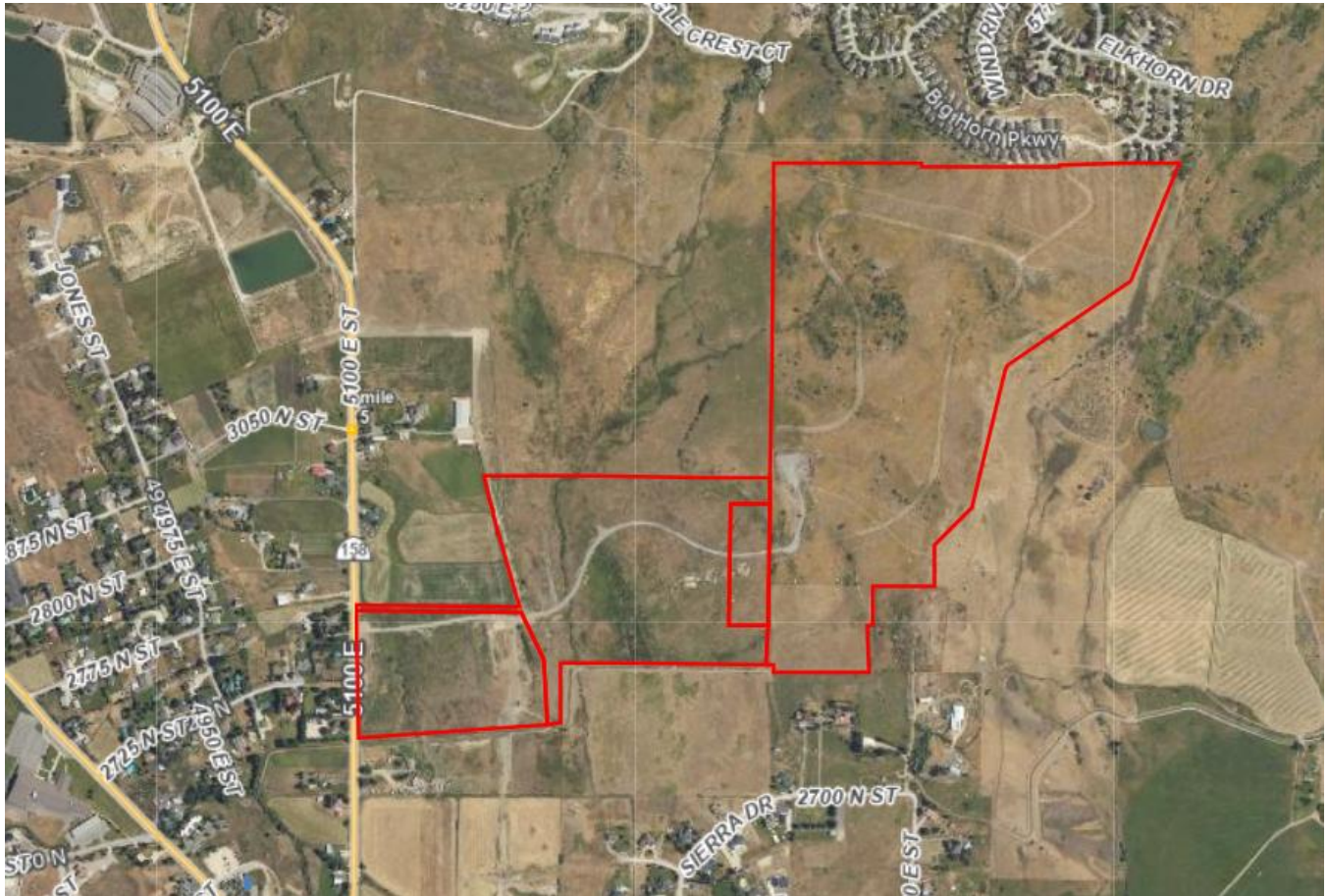


Exhibit A - Application

Cobabe Ranch Townhomes Phase 2

[+ Add Follower](#)[✎ Change Status](#)[✎ Change Review Due Date](#)[✎ Edit Project](#)

Address: 2800 N Wolf Creek Drive, Eden, UT, 84310
Maps: [Google Maps](#)
Project Type: Subdivisions
Sub Type: Small Subdivision
Created By: [Rick Everson](#)
Created On: 10/4/2025

Project Status: Accepted
Status Date: 10/17/2025
File Number: UVCTP21017252
Project Manager: [Tammy Aydelotte](#)

[Application](#)[Documents](#) 18[Comments](#) 1[Reviews](#) 10[Followers](#) 20[History](#)[Reminder](#) 0[Payments](#) 1[Area Fees](#)[Internal](#) 0

Application

[+ Add Building](#)[+ Add Parcel](#)[✎ Edit Application](#)[+ Add a Contractor](#)[Print](#)[Building Permit](#)

Project Description

Cobabe Ranch Townhomes Phase 2

Property Address	2800 N Wolf Creek Drive Eden, UT, 84310
Property Owner	Cobabe Ranch LLC 801-389-0040 eric@thg-cs.com
Accessory Dwelling Unit	False
Current Zoning	F-5
Subdivision Name	Cobabe Ranch Townhomes Phase 2
Number of new lots being created	8
Number of lots affected	0
Number of lots approved	0
Lot Number	N/A
Lot Size	N/A
Frontage	N/A
Culinary Water Authority	Not Applicable
Secondary Water Provider	Not Applicable
Sanitary Sewer Authority	Wolfcreek Sewer Improvement District
Nearest Hydrant Address	5989 Big Horn Parkway
Signed By	Representative, Rick Everson

Parcel Number

[✕ Remove](#) 220200040 - [County Map](#)



August 15, 2025

Weber County Planning
2380 Washington Blvd
Ogden, Utah 84401

To Whom It May Concern:

Re: Cobabe Ranch Subdivision – Statement of Culinary & Secondary Water
Feasibility, Phase 1 – Lots 1 to 9

This letter serves as notice that the Ogden Valley Mutual Water Company, previously known as Eden Crossing PWC, LLC (the "**Company**") has reviewed the plans for the above-described project (the "**Project**") to be built by Eden Valley Opportunity LLC ("**Owner**"). The Company has found the plans to be in compliance with Company standards for construction. Therefore, subject to the conditions set forth below, the Company confirms, consistent with Weber County Code § 106-1-4(b)(4), that it has the capacity to provide culinary and secondary water to the Project (the "**Water Services**"), and Owner owns Class D (Development) shares in the Company that may be converted to Class A (Connection) and Class C (Irrigation) shares to serve the Project as provided in the governing documents of the Company.

Subject to interruptions to the provision of the Water Services that may occur as a result of scheduled maintenance and construction, power failures, natural disasters, force majeure events and other circumstances beyond the control of the Company, the Water Services will be provided to the Project in accordance with the Company's policies and procedures (as adopted and modified from time to time) and in accordance with applicable federal, state, and local statutes, laws, rules, regulations, ordinances and standards. Moreover, this approval is expressly conditioned upon and subject to the following:

1. Recordation of a subdivision plat by Weber County that includes the Project and has been approved by all applicable governmental and quasi-governmental entities with jurisdiction.
2. Compliance by the Owner with the Company's policies and procedures, articles, and bylaws, as such governing documents may change from time to time, including, but not limited to, provision by the Owner (at such Owner's sole cost and expense) of all necessary easements, rights and interests for, and installation of all off-site and on-site lines, piping, equipment, connections and facilities necessary for such Water Services in accordance with plans

3718 N. Wolf Creek Drive • Eden, Utah • 84310

approved by the Company and in compliance with the Company's standards and specifications.

3. This letter shall be null and void upon any changes or modifications to the plans for the Project as submitted to and reviewed by the Company without written consent from the Company.
4. All infrastructure shown on the plans shall be (a) built in accordance with the Company's specifications, (b) inspected and approved by the Company, and (c) properly transferred to the Company.
5. The timely payment of all applicable fees, costs and expenses pursuant to the Company's policies and procedures as such policies and procedures may change from time to time, including, but not limited to, hook-up costs, connection fees, review and inspection fees, impact fees, and standard billings assessed in connection with the Water Services (failure to timely pay such costs, fees and expenses will result in temporary suspension and/or permanent cessation of the Water Services).
6. The proposed system expansion X will require / will not require state review and approval prior to issuing final approval for the Project and prior to this Company guaranteeing service to the Project.
7. Natural fluctuations in water supplies.
8. Subsequent decisions and regulation by governmental and quasi-governmental entities with jurisdiction, including, but not limited to Weber County, the Utah State Engineer, Utah Division of Water Resources, Public Service Commission, the United States Department of the Interior, and all other applicable governmental or quasi-governmental entities with jurisdiction.

The Company shall not be in default in the performance of its obligations under this letter unless and until the Company fails to cure any alleged default within thirty (30) days after the Owner delivers to the Company written notice of such default (or fails to commence and diligently prosecute such cure within such thirty (30) day period if such default is of a type that cannot reasonably be cured within such thirty (30) day period). Any such notice shall specify in detail any asserted default and the steps which if taken will cure such default.

In no event shall the Company be deemed to be in default hereunder if the failure does not result in the failure to provide Water Services to the Project.

The Company is a Public Water System ("PWS") recognized by the Utah Division of Drinking Water ("DDW") as system number 29132. DDW has acknowledged receipt of the Project Notification Form (attached as **Exhibit A**) and assigned it file #23867 and begun its review. Fire and Culinary storage requirements for the Project will be provided from the

Company's planned 0.5 million gallon storage tank, which has been approved by DDW. See **Exhibit B**. The water rights for this project are secured under contract #18317 with the Weber Basin Water Conservancy District and approved under Exchange Application No. E6685.

As recipient of the Water Services, please acknowledge by signing this letter in the location provided below your agreement with the foregoing and that you agree to the above terms and to the terms set forth in the Company's policies and procedures (as those policies may change from time to time).

Sincerely,
OGDEN VALLEY MUTUAL WATER COMPANY


Shane Dunleavy, President

ACKNOWLEDGEMENT AND AGREEMENT:

THE UNDERSIGNED AGREES TO THE ABOVE TERMS AND CONDITIONS AND TO THE TERMS SET FORTH IN THE COMPANY'S POLICIES AND PROCEDURES, ARTICLES, AND BYLAWS (AS SUCH DOCUMENTS MAY CHANGE FROM TIME TO TIME).

John Lewis
By: 
Name: _____
Its: *Managing Partner.*

Exhibit A

PROJECT NOTIFICATION FORM (PNF) Utah Division of Drinking Water (DDW)

Please provide the following information for a proposed Public Drinking Water Project.
For a new public water system (PWS) also complete a New PWS Application Form (see DDW website).
Submit (preferably by email) the completed PNF with plans and specifications to DDW.
Email completed form & documents to ddwprn@utah.gov or mail to:

DDW - Plan Review File No.:
DDW - Date Received:

Utah Division of Drinking Water
P.O. Box 166030, Salt Lake City, Utah 84114-4030, (801) 596-4300

1. Public Water System (PWS) Information System Name: Ogden Valley Mutual Water Co. (Eden Crossing) System Number: 29132 Address: 3718 Wolf Creek Dr. City, State, Zip: Eden, UT Present No. of ERCs system is obligated to serve: 0 Population Served: Est. 94 based on 29 ERCs (3.2 Persons per ERC) No. of ERCs this project will add: 412 ERCs (41 Build Out)		6. Project Description (provide a unique facility name, location, and sufficient details to specifically identify the project): Eden Crossing is developing a Well House and Booster Station to support a proposed 0.5 million gallon (MG) drinking water storage tank (Project Notification Form submitted separately). The Well House will equip and connect wells EC1 and EC2. Constructed with concrete masonry units (CMU), it will house metering equipment, sampling taps, and all necessary electrical controls. The Booster Station will increase pressure from wells EC1 and EC2 to the drinking water storage tank. Also built with CMU, it will include water filtration for secondary aesthetic standards and a booster pump. The design incorporates additional space to accommodate future upgrades for pumping from well EC5. The water transmission/supply pipeline is being designed by Gardner Engineering, while Ensign Engineering has designed the drinking water storage tank. These components will be submitted and constructed under separate contracts.									
2. Name and Address for Official Correspondence (Mayor, Public Works Director, Administrative Contact, etc.): Name: Shane Dunleavy Title: Administrative Contact Address: 3718 Wolf Creek Dr. City, State, Zip: Eden, UT Phone No.: 801-679-7980 E-mail Address: shane@legacy-mountain.com		3. Professional Engineer (PE) Responsible for System Oversight (if applicable): Name: Company: Address: City, State, Zip: Phone No.: E-mail Address:									
4. Professional Engineer (PE) Responsible for Design of this Project: Name: Ryan Bradley, P.E. Company: Ensign Engineering and Land Surveying Address: 45 West Segal Lily Drive, Suite 500 City, State, Zip: Sandy, UT 84070 Phone No.: 801-255-0529 E-mail Address: trousselle@ensignutah.com		7. Anticipated Construction Schedule (if applicable): <table border="1"> <tr> <td>Advertise for Bids:</td> <td>Aug-25</td> </tr> <tr> <td>Bid Opening:</td> <td>Aug-25</td> </tr> <tr> <td>Begin Construction:</td> <td>Aug-25</td> </tr> <tr> <td>Complete Construction:</td> <td>Dec-25</td> </tr> </table>		Advertise for Bids:	Aug-25	Bid Opening:	Aug-25	Begin Construction:	Aug-25	Complete Construction:	Dec-25
Advertise for Bids:	Aug-25										
Bid Opening:	Aug-25										
Begin Construction:	Aug-25										
Complete Construction:	Dec-25										
5. Local Fire Code Official & Required Fire Flow for Proposed Project: Name: David Reed, Fire Marshal City, State, Zip: Fern West, UT 84404 Phone No.: 801-792-9580 ext 205 E-mail Address: dreed@weberfd.com Req'd Flow (gpm): 2,000 Duration (hrs): 2		8a. Is the project exempt from the Hydraulic Model Report requirement? (see 8309-511-401(a)) through (d): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 8b. If YES, specify rule reference below (8309-511-410)(i)-(iv):									
9. State or Federal Agency Funding: <input type="checkbox"/> Drinking Water Board (SRF or FSRF) Loan # <input type="checkbox"/> Community Impact Board (CIB) <input type="checkbox"/> Other (Specify) <input checked="" type="checkbox"/> None											

DDW - Eng-0004

Page 1 of 1

5/23/2018

Exhibit B



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of Environmental Quality

Tim Davis
Executive Director

DIVISION OF DRINKING WATER
Nathan Lundstad, Ph.D., P.E.
Director

August 7, 2025

Sent via Email Only

Shane Dunleavy
Eden Crossing
3718 Wolf Creek Drive
Eden, Utah 84318
shane@legacy-mountain.com

Subject: **Plan Approval**, Cobabe Ranch 0.5 MG Tank (ST001);
Eden Crossing, System #29132, File #23570

Dear Shane Dunleavy:

The Division of Drinking Water (the Division) received the plans and specifications for the proposed Cobabe Ranch 0.5 MG Tank from your consultant, Robert Rousselle, P.E., with Ensign Engineering on July 10, 2025. Written review comments were provided to your consultant on August 4, 2025. The Division received the revised plans and specifications on August 4, 2025.

Our understanding of the project is as follows:

- The proposed Cobabe Ranch 0.5 MG Tank will be a buried concrete tank with a capacity of 500,000 gallons. The project will also include a new valve vault which will house valves for the tank inlet, outlet, and drain/overflow lines, as well as a smooth nosed sampling tap.
- The tank will be filled by three proposed wells (not included as part of this project).
- The proposed tank will serve the proposed Eden Crossing water system, which will consist of 414 equivalent residential connections (ERCs). The tank is sized to provide water for indoor use and sufficient storage for a fire flow of 2000 gallons per minute (gpm) for 2 hours.
- The proposed tank is included in the master report and hydraulic model submitted by Ensign Engineering for review with a proposed well house and pump station (File #23867).
- The Cobabe Ranch 0.5 MG Tank is identified as ST001 in the Division's database.

195 North 1950 West • Salt Lake City, UT
Mailing Address: P.O. Box 144830 • Salt Lake City, UT 84114-4830
Telephone (801) 536-4200 • Fax (801) 536-4211 • T.D.D. (801) 536-4414
www.deq.utah.gov
Printed on 100% recycled paper.

Shane Dunleavy
Page 2 of 2
August 7, 2025

We have completed our review of the plans and specifications, stamped and signed by Robert J. Rousselle, P.E., and dated July 9, 2025, and find they basically comply with the applicable portions of Utah's Administrative Rules for Public Drinking Water Systems in R309. On this basis, **the plans for Cobabe Ranch 0.5 MG Tank are hereby approved.**

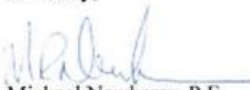
This approval pertains to construction only. **An Operating Permit must be obtained from the Director before Cobabe Ranch 0.5 MG Tank may be put in service.** A checklist outlining the items required for operating permit issuance is enclosed for your information.

Approvals or permits from the local authority or the county may be necessary before beginning construction of this project. As the project proceeds, notice of any changes in the approved design, as well as any change affecting the quantity or quality of the delivered water, must be submitted to the Division. We may also conduct interim and final inspections of this project. Please notify us when actual construction begins so that these inspections can be scheduled.

This approval must be renewed if construction has not begun or if substantial equipment has not been ordered within one year of the date of this letter.

If you have any questions regarding this approval, please contact Hunter Payne, P.E., of this office, at (385) 278-9837, me at (385) 515-1464.

Sincerely,



Michael Newberry, P.E.
Permitting and Engineering Support Manager

HP/mrn/mb

Enclosure — Operating Permit Checklist

cc: Scott Braeden, Weber-Morgan Health Department, sbraeden@webercountyutah.gov
Ryan Klinge, Weber-Morgan Health Department, rklinge@webercountyutah.gov
Robert Rousselle, P.E., Ensign Engineering, rrousselle@ensignutah.com
Shane Dunleavy, Eden Crossing, shane@legacy-mountain.com
Hunter Payne, P.E., Division of Drinking Water, hnpayne@utah.gov
Ted Black, Office of the State Fire Marshal, tblack@utah.gov

DDW-2025-007237



October 2, 2025

RE: Cobabe Ranch Sewer Master Plan

Weber County

2380 Washington Blvd

Ogden UT, 84401

To whom it may concern:

Wolf Creek Water and Sewer Improvement District has reviewed the Cobabe Ranch Sewer Master Plan provided by Gardner Engineering. After review and suggestions presented to the EVO Team and Gardner Engineering, the required changes have been made to the Master Plan.

Wolf Creek Water and Sewer Improvement District will now accept the Cobabe Sewer Master Plan as designed.

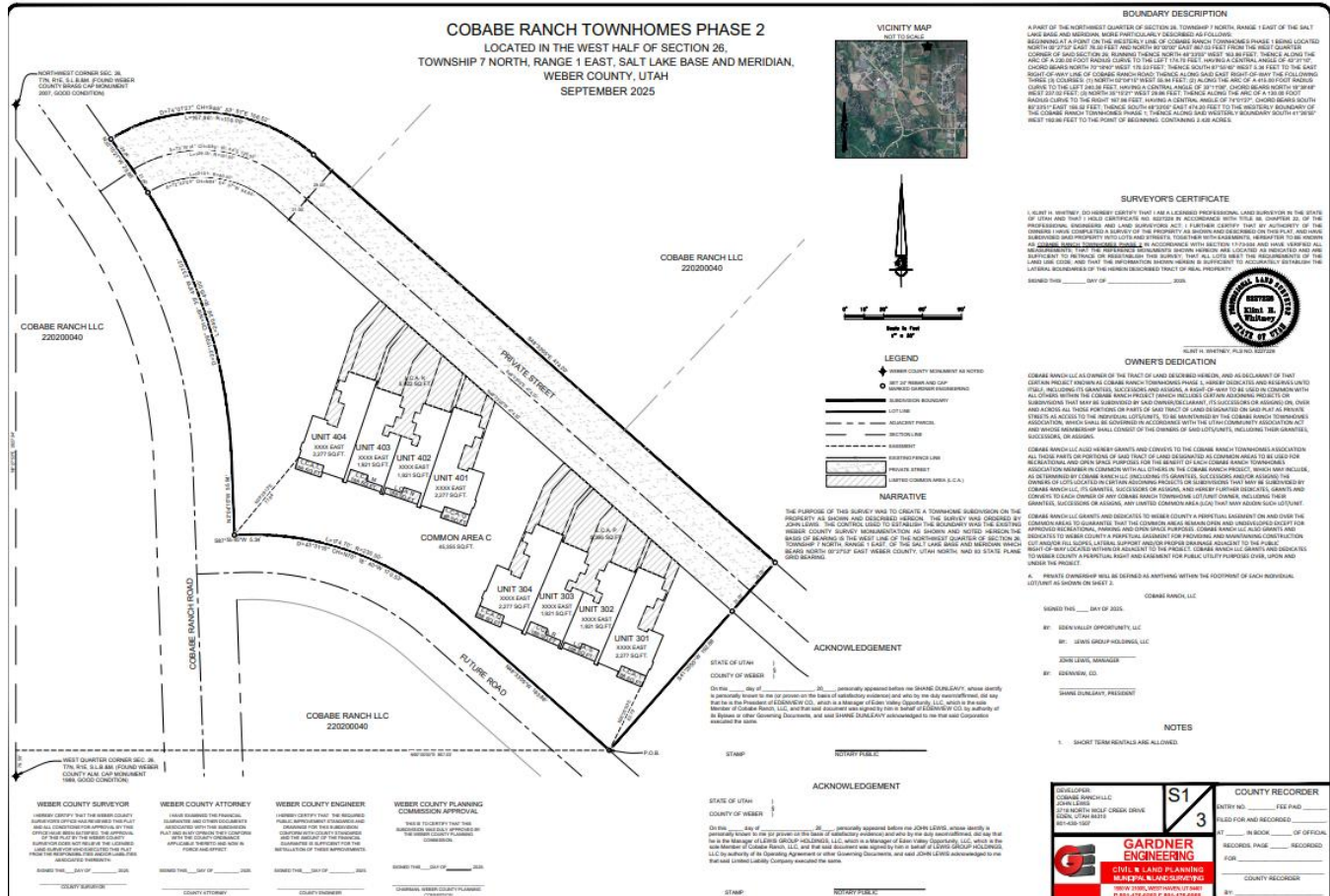
Let me know if you have any questions.

A handwritten signature in blue ink, appearing to read "Robert Thomas", is written over a horizontal line.

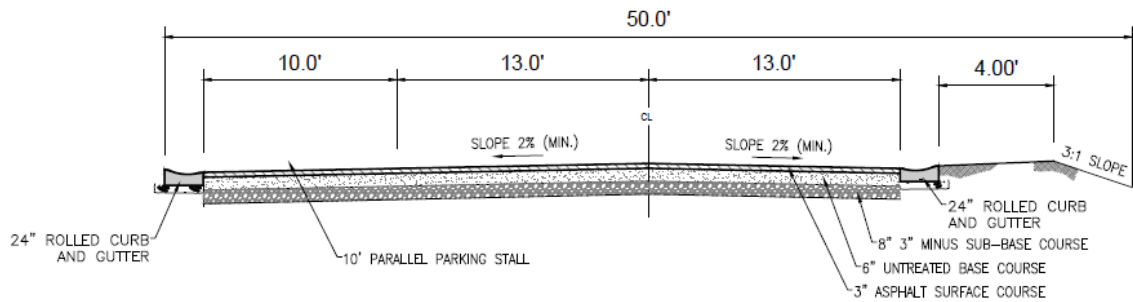
Robert Thomas

Wolf Creek Water and Sewer Improvement District

801-430-4647



COBABE RANCH TOWNHOMES PHASE 2
 LOCATED IN THE WEST HALF OF SECTION 26,
 TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
 WEBER COUNTY, UTAH
 SEPTEMBER 2025

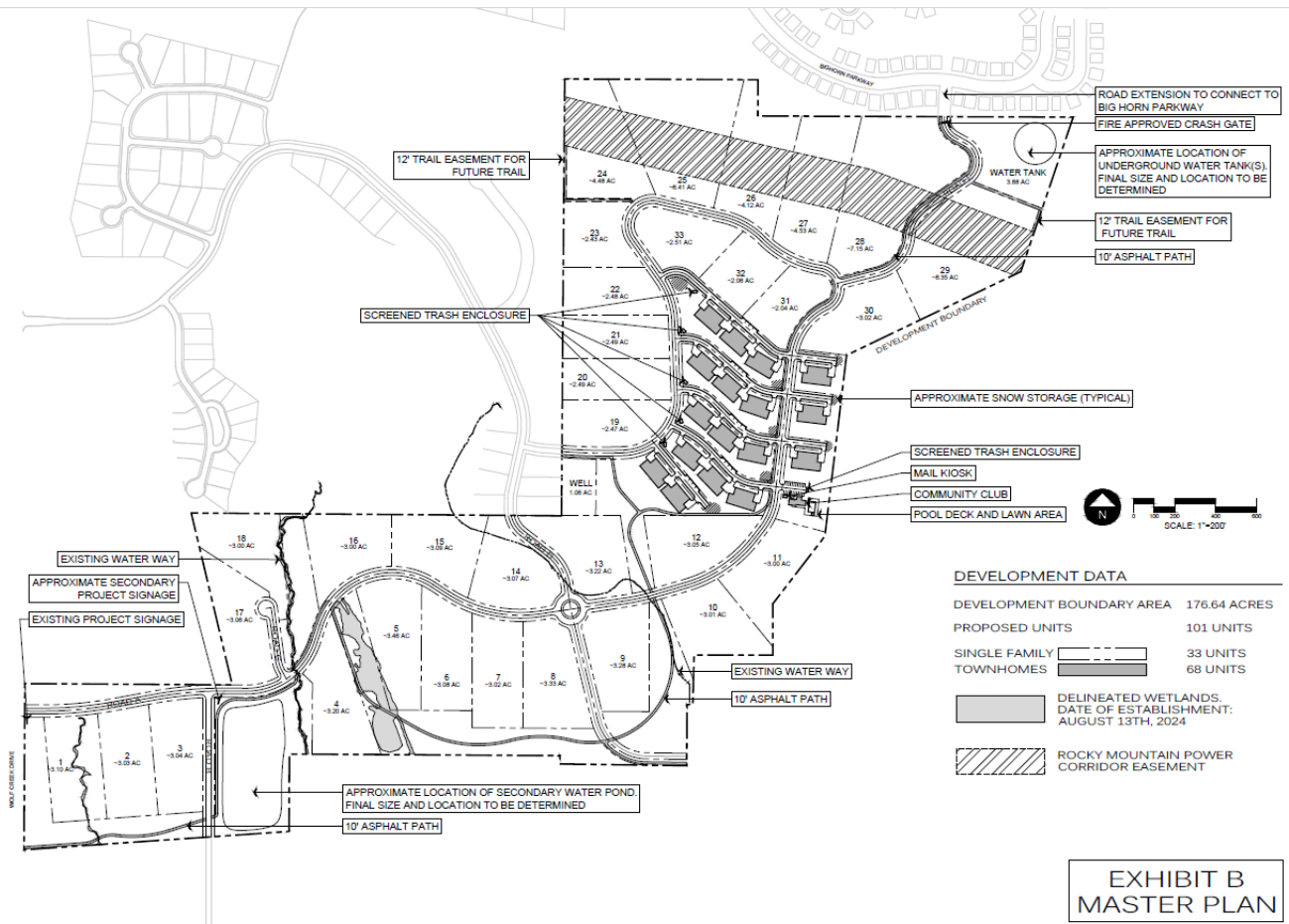


NOTE:
 ALL DEPTH STANDARDS ARE MINIMUM AND MORE CAN BE REQUIRED BASED ON GEOTECHNICAL REPORT

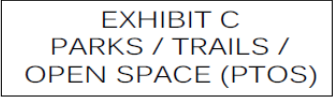
50' ROW - TYPICAL PRIVATE ROADWAY

NOT TO SCALE

Exhibit D – Master Plan in Executed Development Agreement



**EXHIBIT B
MASTER PLAN**





Staff Report for Administrative Review

Weber County Planning Division

Synopsis

Application Information

Application Request:	Request to approve a modified concept development plan for Area D & E– Summit Village and the Gertsen area - in the Recorded Development Agreement for Powder Mountain.
Type of Decision:	Administrative
Agenda Date:	Wednesday, December 10, 2025
Applicant:	Summit Mountain Holding Group, LLC
File Number:	ZDA 2025-12

Property Information

Approximate Address:	6965 East Powder Mountain Road, Eden, UT, 84310
Project Area:	6.31 Acres
Zoning:	Ogden Valley Destination and Recreation Resort Zone DRR-1
Existing Land Use:	Vacant
Proposed Land Use:	Ski Resort/Resort Development
Parcel ID:	23-012-0139, 23-012-0203
Township, Range, Section:	T7N, R2E, Section 9

Adjacent Land Use

North:	Ski Resort/Resort Development	South:	Ski Resort/Resort Development
East:	Ski Resort/Resort Development	West:	Ski Resort/Resort Development

Staff Information

Report Presenter:	Tammy Aydelotte taydelotte@webercountyutah.gov 801-399-8794
Report Reviewer:	RG

Applicable Ordinances

- Title 104, Chapter 29 Ogden Valley Destination and Recreation Resort Zone (DRR-1)
- Title 104, Zones, Chapter 28 Ogden Valley Sensitive Lands Overlay Districts

Summary and Background

1/14/2015 – Zoning Development Agreement for Summit Group is recorded.

1/12/2019 – First Amendment to Zoning Development Agreement is recorded.

11/30/2022 – Second Amendment to Zoning Development Agreement is recorded.

Applicant is requesting approval of minor changes to the Summit Village Area D Concept Plan to allow for relocation of two lifts, some shuffling around of housing types, and realignment of a road.

Applicant is also requesting approval of minor changes to the Gertsen Area E to allow for relocation of a lift, removal of 5 cul-de-sac terminal dead-end roadways, move multifamily from eastern end to western end of Area E, shift density from the southern most boundary of residential, as the area is less suitable for development.

The Planning Division recommends approval of minor changes to the concept area plans for this portion of the Powder Mountain Development (Summit Village Area – Area D, and Gertsen Area – Area E) are slight and inconsequential.

The Second Amendment to the Zoning Development Agreement allows for approval of a more specific/detailed concept development plan to be approved administratively in conjunction with the development area (Area A – Mid Mountain). The Land Use Authority shall first determine if any proposed changes to this concept development plan are only slight and inconsequential (See Exhibit **A** for overlay of current proposed changes vs. existing approved concept plan). Per the Development agreement,

“County approvals for these concept development plans will initially be reviewed and considered by the Land Use Authority. Proposed changes that the Land Use Authority determines are slight and inconsequential, including the details of road locations, building areas, and product types, shall not require amendment of the ZDA, and the Land Use Authority is hereby designated as the approving authority for those changes. Any proposed changes that the Land Use Authority deems are not slight and inconsequential shall be submitted by Developer in the form of a zoning development agreement application and shall be reviewed by the planning commission and the legislative body, following statutory process for legislative amendments to a development agreement.”

These proposed changes include relocation/elimination of roadways, and shifting housing types within the concept area boundaries, relocating lifts, and shifting road locations to better fit topography

Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by encouraging development within the existing resort-related areas.

Additional design standards and requirements: This project is subject to a recorded Master Development Plan Document (recorded 1/14/2015).

Review Agencies: Weber County will continue to inquire as to plans related to a second access off the mountain, until at such time as the County deems a second access necessary. With accelerated development in this area, and potential development on the Cache County side of the mountain, Weber County may need to look more closely at the impacts on Powder Mountain Road.

Staff Recommendation – Minor Concept Area Plan Change

Staff Recommends approval of the proposed changes to concept area plan for Summit Village (Area D), and the Gertsen Area (Area E) as the proposed changes fall under ‘slight and inconsequential’.

This recommendation is based on the following findings:

1. The proposed changes comply with the recorded development agreement and subsequent amendments, specifically, the 2nd Amendment to the Development Agreement.
2. The proposed changes and use comply with the Ogden Valley General Plan.

Exhibits

- A. Concept Area Plan Proposed Modifications
- B. Copy of 2nd Amendment to Recorded Development Agreement
- C. Notice of Approved Changes

Location Map 1

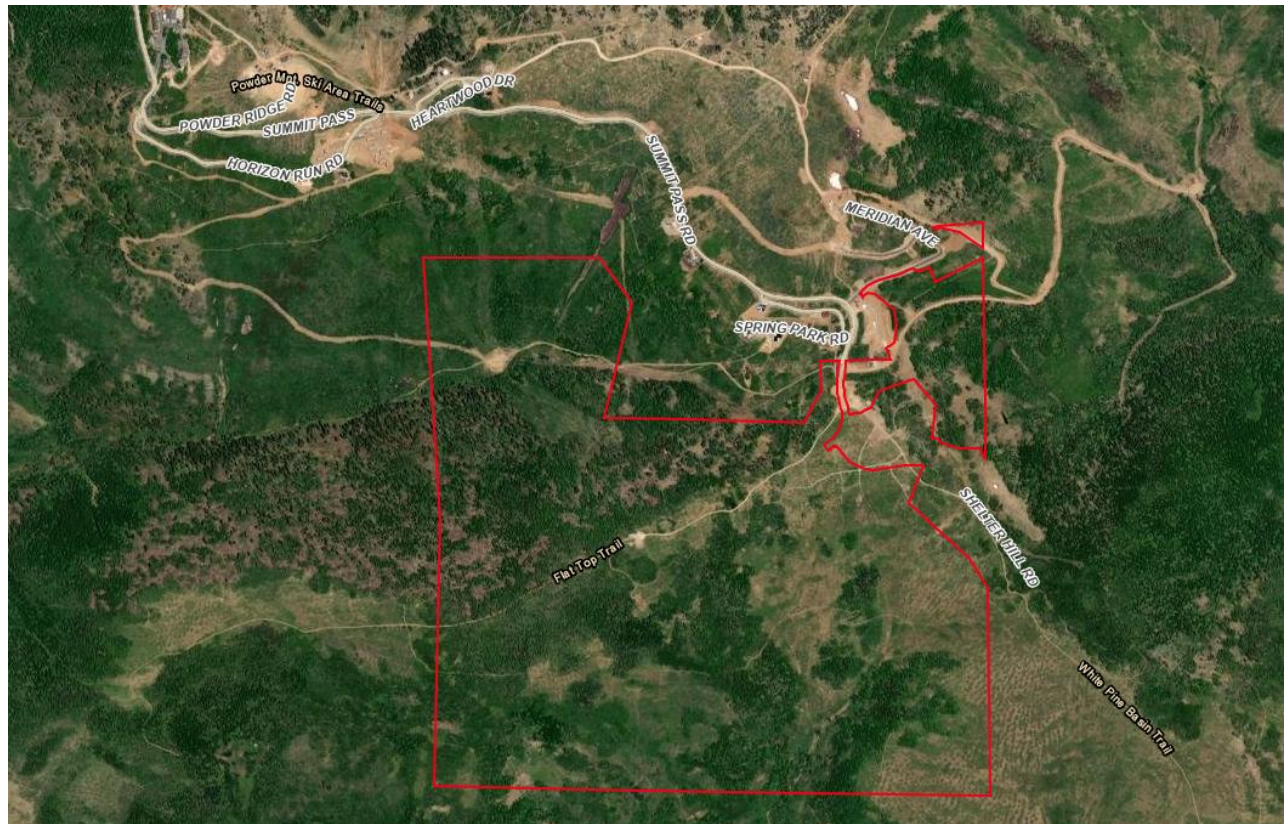
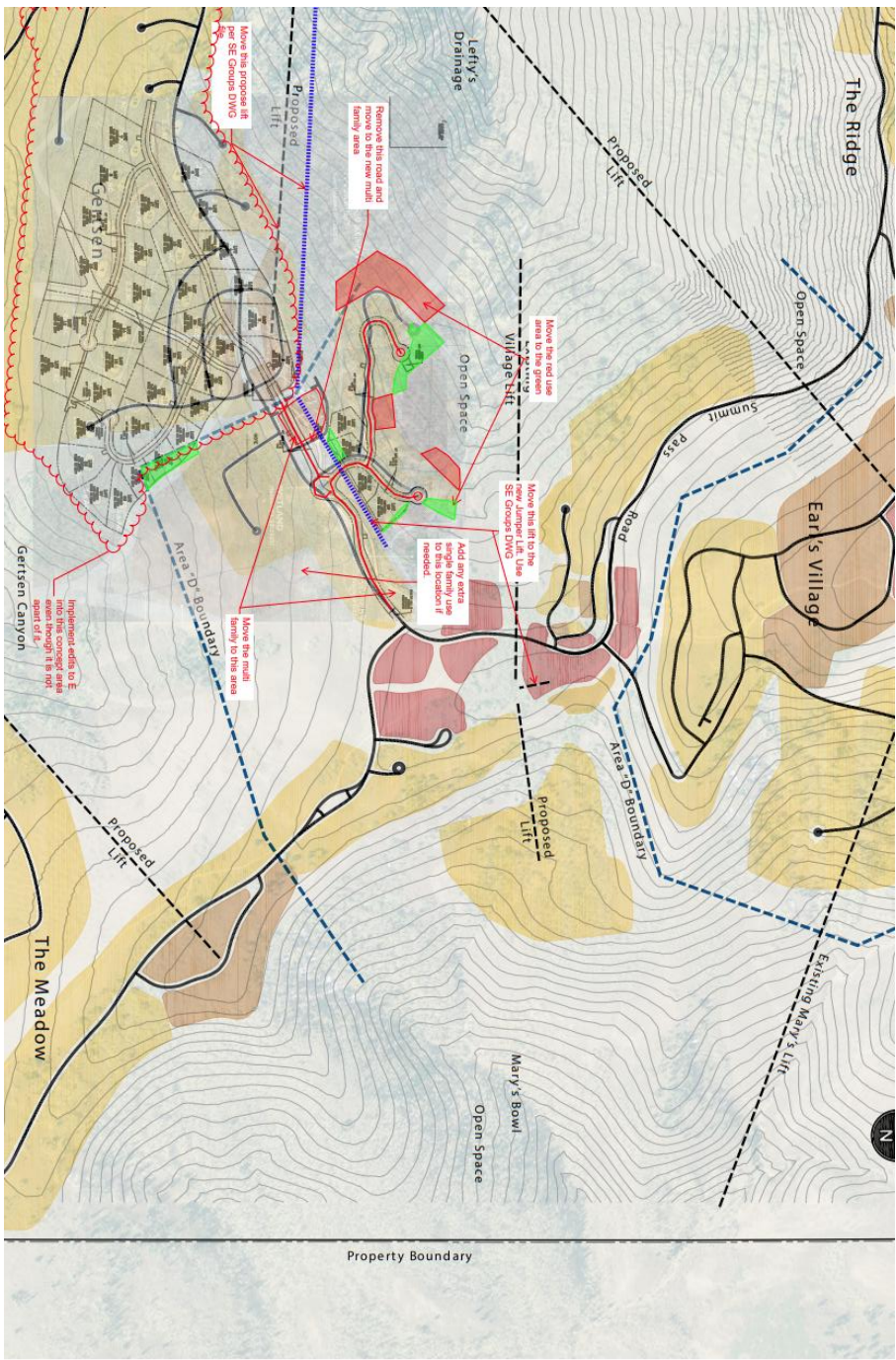


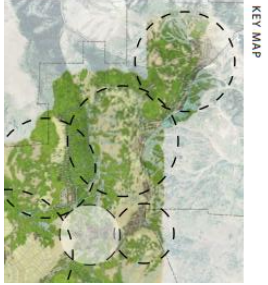
Exhibit A-Concept Area Plan Proposed Modifications



Summit Powder Mountain Village small mountain villages in North , with walkable, interconnected str of boutique hotels, condominium single family lots and "nests" maki development area at the Resort.

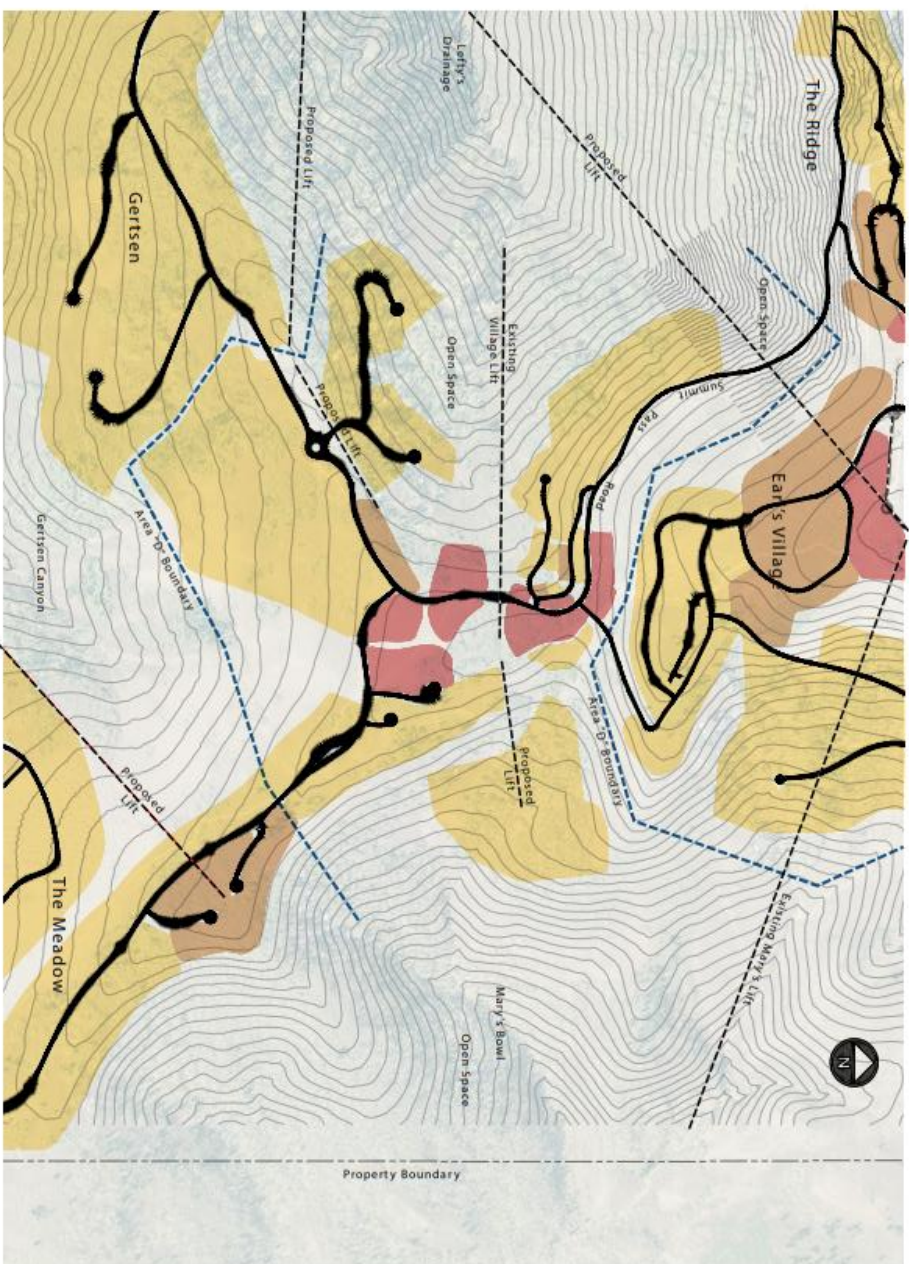
DEVELOPMENT LEGEND

MIXED USE	HOTELS
COMMERCIAL/SKIER	SERVICES
RETIREMENTS	MULTI FAMILY
SINGLE FAMILY	SINGLE FAMILY LOTS

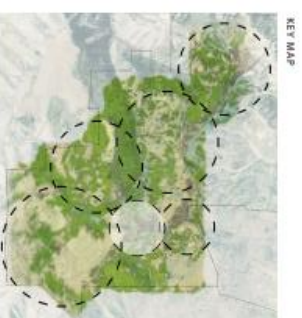


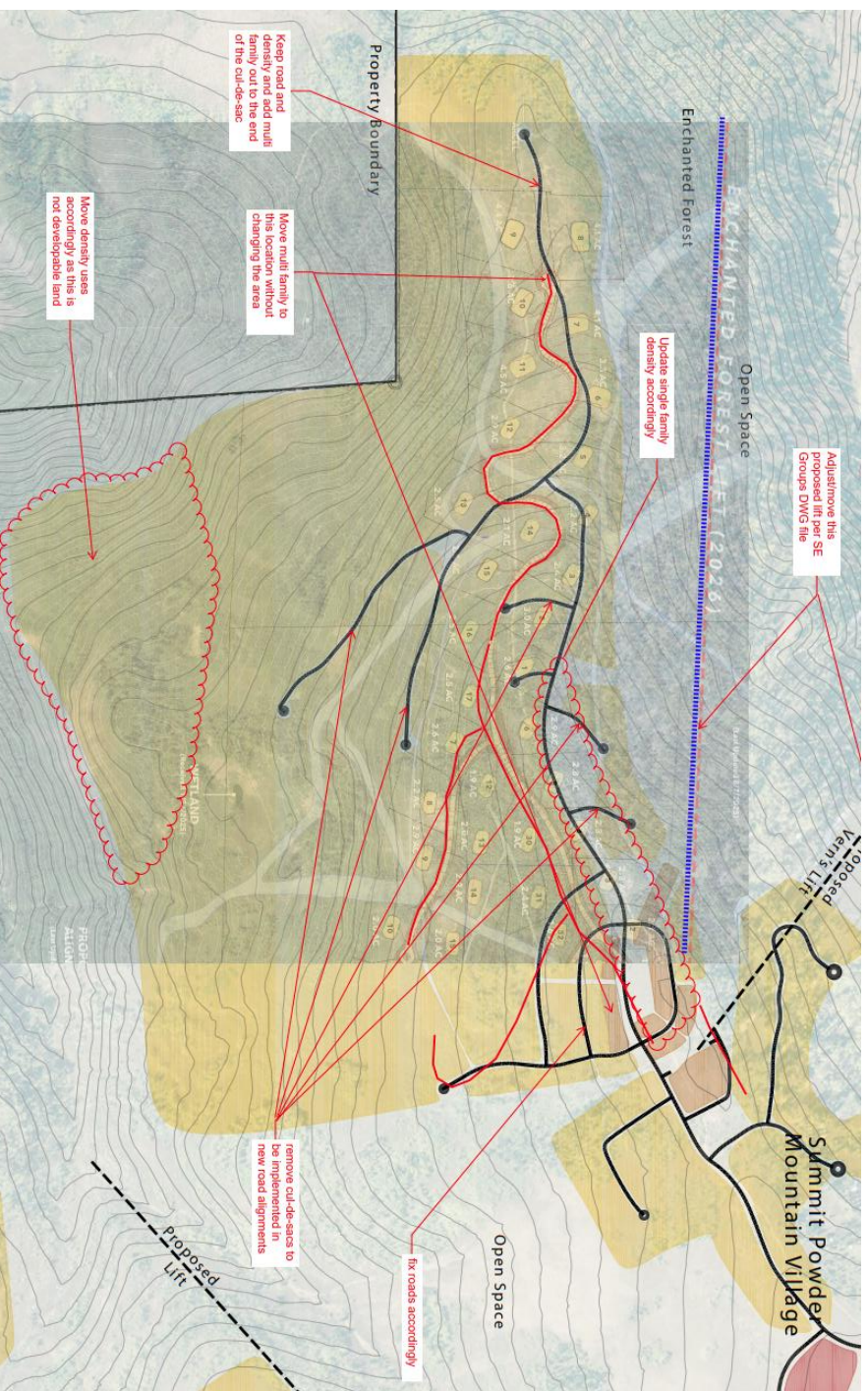
Concept Development Plan-Area D: Summit Village

Summit Powder Mountain Village is the activity center for the Resort with Main Street retail shops, destination amenities such as lodges, public plazas, recreational facilities and trail heads to access the outdoors. The Summit Powder Mountain Village is modeled after small mountain villages in North American and Europe with walkable, interconnected streets and is made up of boutique hotels, condominiums, townhomes, small single family lots and "nests" making it the most diverse development area at the Resort.

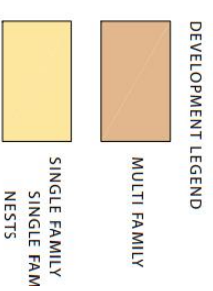


DEVELOPMENT LEGEND		DEVELOPMENT DATA	
MIXED USE		HOTELS	580 ROOMS
COMMERCIAL/SKIER SERVICES		RETAILS	100,000 SF
MULTI FAMILY		90 ROOMS	
		150 UNITS	
SINGLE FAMILY			
SINGLE FAMILY LOTS		454 UNITS	





smaller lot single family use of the proposed Verm's and progressively larger as you Here larger estate and rank expanses of aspens and also Forest.



Concept Development Plan-Area E: Gertsen



The Gettsen development area transitions from the more dense Earl's and Summit Powder Mountain Villages to less intense multi-family and single-family units as the project moves to the project boundary. A small, organized node of multi-family townhomes, "nests" and smaller lot single-family units anchors the top terminals of the proposed Verris and Lefty's lifts with lots getting progressively larger as you move west and down the hill. Here larger estate and ranch lots are tucked into large expanses of aspens and along the edge of the Enchanted Forest.

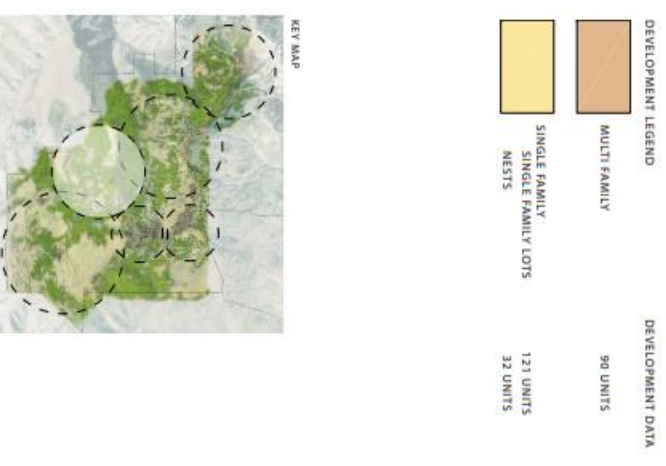


Exhibit B-Copy of 2nd Amendment to Recorded Development Agreement



W3265109

SECOND AMENDMENT TO WEBER COUNTY ZONING DEVELOPMENT AGREEMENT

E# 3265109 PG 1 OF 39
LEANN H KILTS, WEBER CTY. RECORDER
30-NOV-22 8:42 AM FEE \$.00 TN
REC FOR: WEBER COUNTY PLANNING

THIS SECOND AMENDMENT TO WEBER COUNTY ZONING DEVELOPMENT AGREEMENT (this "**Amendment**") is made to be effective as of date this Amendment is approved by the Weber County Commission and is made by and between Summit Mountain Holding Group, L.L.C., a Utah limited liability company, ("**Developer**") and Weber County, a body politic in the State of Utah ("**County**") with reference to the following:

RECITALS:

A. Developer and County are parties to that certain Weber county Zoning Development Agreement (the "**ZDA**") dated as of January 13, 2015. A true and correct copy of the ZDA is attached and incorporated into this Amendment as Exhibit A. Any undefined capitalized terms used in this Amendment shall have the same meanings ascribed to such terms in the ZDA.

B. Developer's predecessor-in-interest and the County entered into that certain Weber County Zoning and Development Agreement by and between the County and Western America Holding, LLC a Utah limited liability company recorded in the Office of the Recorder for the County as Entry # 2607988 on November 29, 2012 (the "**Original ZDA**"). The Original ZDA was amended by that certain First Amendment to the Powder Mountain Zoning and Development Agreement made by and between Developer and the County dated as of September 10, 2013 (the "**First Amendment to the Original ZDA**") pursuant to which Developer assumed obligations under the Original ZDA.

C. The ZDA and the Original ZDA, as amended, were further amended by that certain First Amendment to ZDA recorded as of July 12, 2019. A true and correct copy of the First Amendment to ZDA is also attached and incorporated into this Amendment as Exhibit A. The Original ZDA and the ZDA as previously amended as described above are referred to in this Amendment as the Existing ZDA.

D. Developer and the County desire to amend Sections 1.4, 3.2, 4.1, and 4.2 of the Existing ZDA to allow the Land Use Authority to approve changes to some of the conceptual Master Plan exhibits without a public hearing or presentation to the legislative body. Such changes would be considered by the Land Use Authority to be slight and inconsequential or for clarifying purposes, and would not be considered amendments to the ZDA.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Developer and the County agree as follows:

AGREEMENT:

1. Recitals. The above recitals are an integral part of the agreement and understanding of Developer and County and are incorporated into this Amendment by this reference.

2. Effect of Slight and Inconsequential Changes to Master Plan.

2.1 Section 1.4 of the Existing ZDA shall be amended by adding the following sentence to the end of section 1.4:

“Notwithstanding the foregoing, slight and inconsequential changes made to the Master Plan pursuant to Section 3.2 are contemplated as part of this Agreement and shall not be considered amendments or modifications to the Agreement.”

2.2 Section 4.1 of the Existing ZDA shall be amended by replacing the first sentence with the following:

“Subject to Section 3.2, Developer shall develop the subject property based upon representations made in the Rezone Application and the approved Master Plan (Exhibit B).”

2.2 Section 4.2 of the Existing ZDA shall be amended by replacing the second sentence with the following:

“Subject to Section 3.2, Development inconsistent with the Master Plan will not be approved.”

3. Concept Development Plan. Section 3.2 of the Existing ZDA shall be deleted in its entirety and replaced with the following:

“Weber County shall retain the right to approve or deny more specific/detailed concept development plans for Areas A through F. The concept development plans shall be approved prior to or in conjunction with the first application for site plan or subdivision approval within each development Area.

Notwithstanding the foregoing, the Developer and County acknowledge that the “Master Plan” and “Illustrative Plan” maps in the Master Plan document for Areas A through F (i) are conceptual in nature and may be further refined by the parties, and (ii) that specifics regarding locations of roads, building area and product types (e.g. multi-family, mixed-use, single family, corporate retreats, etc.) may be moved within the Areas generally depicted as A through F. Unit density for each Area (A through F) is fixed and may not be transferred between Areas. Concept development plans for each Area are expected to evolve and be presented in phases in the context of a more detailed master plan for each Area. County approvals for these concept development plans will initially be reviewed and considered by the Land Use Authority. Proposed changes that the Land Use Authority determines are slight and inconsequential, including the details of road locations, building areas, and product types, shall not require amendment of the ZDA, and the Land Use Authority is hereby designated as the approving authority for those changes. Any proposed changes that the Land Use Authority deems are not slight and inconsequential shall be submitted by Developer in the form of a zoning development agreement application and shall be reviewed by the planning commission and the legislative body, following the statutory process for legislative amendments to a development agreement.”

4. Effect of Second Amendment. Except as expressly modified by this Amendment, all the terms and conditions of the ZDA shall remain in full force and effect. In the event of a conflict between the terms of the ZDA and this Amendment, this Amendment shall control.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties having been duly authorized, have executed this Amendment to be effective as of the date this Amendment is approved by the Weber County Commission.

Approved by the undersigned parties this 1st day of November 2022.

DEVELOPER:

SUMMIT MOUNTAIN HOLDING GROUP, L.L.C., a
Utah limited liability company

By Summit Revolution LLC, its sole member

By: _____
Anne C. Winston
Authorized Signatory

COUNTY:

WEBER COUNTY CORPORATION

By: Scott K. Jenkins
Name: Scott K. Jenkins
Title: Weber County Commissioner, Chair

ATTEST:

By: Ricky D. Hatch
Name: Ricky D. Hatch
Title: Weber County Clerk/Auditor

DEVELOPER NOTARIZATION

STATE OF UTAH)
 :ss.
COUNTY OF Weber)

On this 3rd date of November, in the year 20 22 before me,
Krishna Lalhani, a notary public, personally appeared Anne C. Winston,
Authorized Signatory of Summit Revolution LLC, the sole member of Summit Mountain
Holding Group LLC, proved on the basis of satisfactory evidence to be the person whose
name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Krishna Lalhani
Notary Signature



Exhibit C-Notice of Approved Changes for Area D & Area E

See following pages for documents to be recorded.

NOTICE OF MINOR CHANGES TO CONCEPT AREA PLANS

On November 26, 2025 Summit Mountain Holding Group LLC (“Master Developer”) applied to amend concept area plan D originally recorded January 14, 2015, recorded as entry number 2717835.

On November 1, 2022, the ZDA was amended to allow the Land Use Authority to approve slight and inconsequential changes to conceptual maps, without consideration by the legislative body. This amendment was recorded on November 30, 2022 as entry number 3265109.

Based on the Master Developer’s requested changes which are included as **Exhibit A**, the Land Use Authority approves of the proposed changes and consider them to be slight and inconsequential. **Exhibits B** is the new approved concept area maps for Area A, with **Exhibit C** showing the legal description.

DATED this _____ day of _____, 20__

Weber County Planning Director

STATE OF UTAH)

:ss

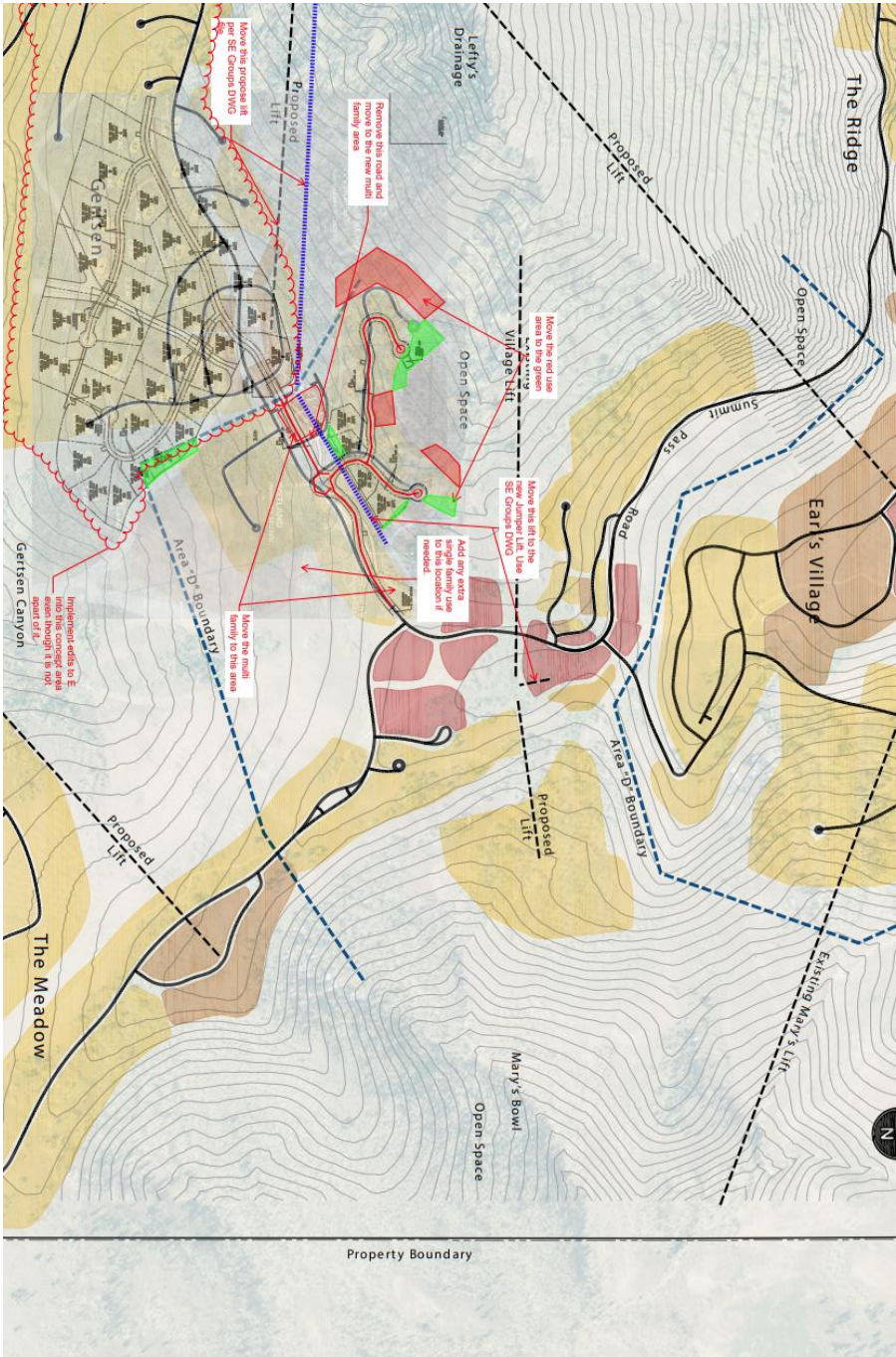
COUNTY OF WEBER)

On this _____ day of _____, 20__, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

Residing at:

EXHIBIT B – Proposed Changes to Area D



Summit Powder Mountain Village small mountain villages in North, with walkable, interconnected str of boutique hotels, condominium single family lots and "nests" make development area at the Resort.

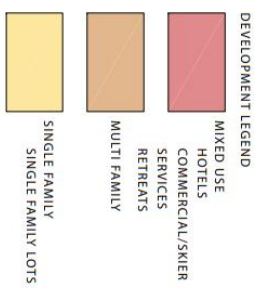
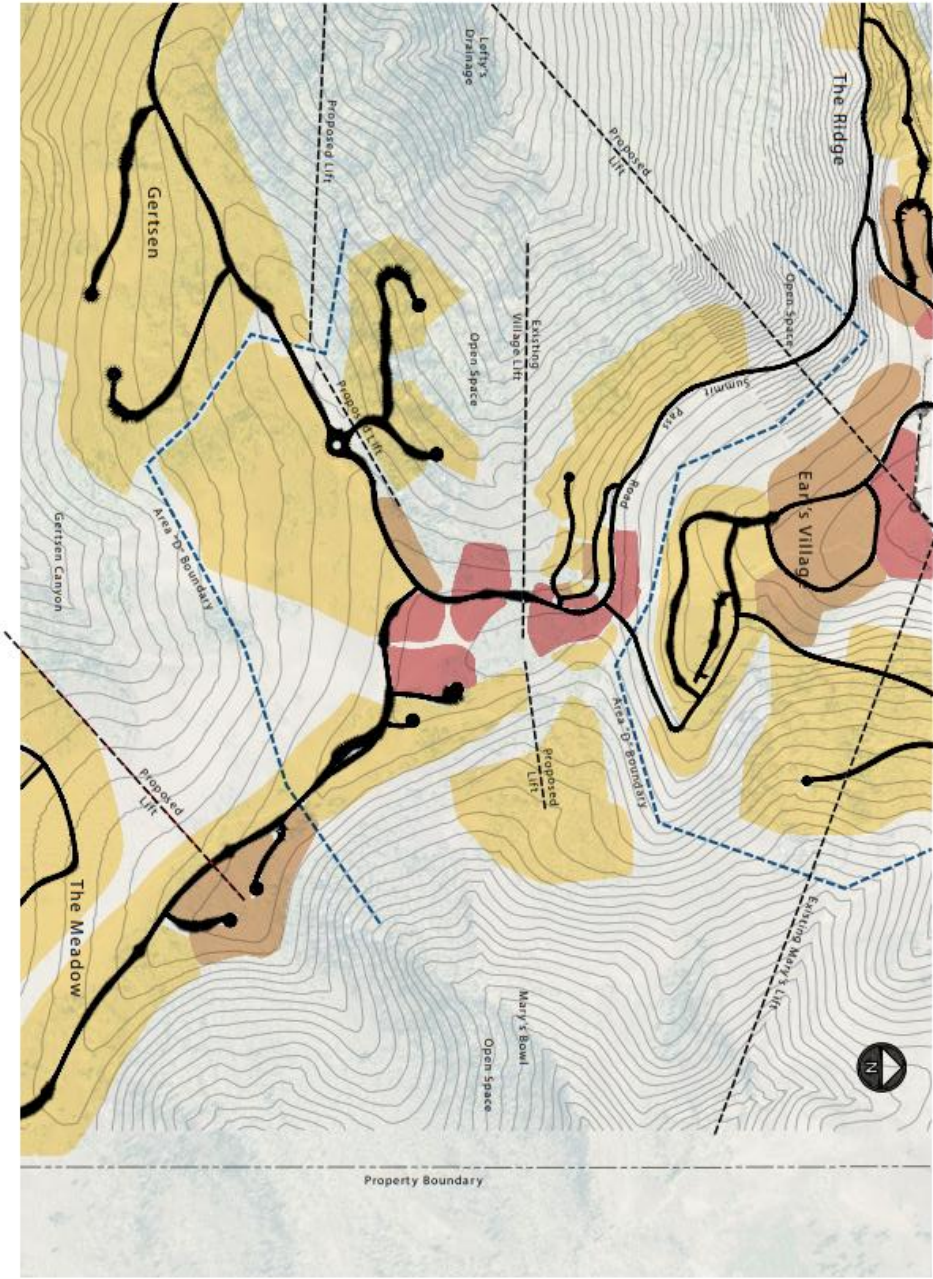


EXHIBIT B – Approved Concept Development Plan for Area D

See following page

Concept Development Plan- Area D: Summit Village

Summit Powder Mountain Village is the activity center for the Resort with Main Street retail shops, destination amenities such as lodges, public plazas, recreational facilities and trail heads to access the outdoors. The Summit Powder Mountain Village is modeled after small mountain villages in North American and Europe with walkable, interconnected streets and is made up of boutique hotels, condominiums, townhomes, small single family lots and "nests" making it the most diverse development area at the Resort.



DEVELOPMENT LEGEND		DEVELOPMENT DATA	
	MIXED USE HOTELS COMMERCIAL/SKIER SERVICES RETREATS	580 ROOMS 100,000 SF 90 ROOMS	
	MULTI FAMILY	150 UNITS	
	SINGLE FAMILY SINGLE FAMILY LOTS	454 UNITS	



Exhibit C

(Legal Description of DRR-1 Rezone area per ZDA Agreement)

The following metes and bounds description has been put together primarily from record information and the bearings and dimensions are intended to follow various parcel lines, section lines, and the county line, and those line locations as they actually exist are to preside over these metes and bounds calls.

Beginning at the Weber County Monument at the Intersection of the Weber/Cache County Line and the North Line of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian (Basis of Bearings is North 89°55'51" West between the Northeast Corner of Section 1 Township 7 North, Range 1 East, Salt Lake Base and Meridian and the Weber County Monument at the intersection of the Weber/Cache County Line and the Section Line); Running thence along the Weber/Cache County Line the following (81) Courses: 1) South 26°39'20" East 457.03 feet, 2) South 36°45'22" East 374.24 feet, 3) South 66°54'26" East 745.76 feet, 4) South 67°48'15" East 1,214.23 feet, 5) South 68°53'51" East 618.68 feet, 6) South 32°02'26" East 1,432.62 feet, 7) South 47°01'38" East 1,561.89 feet, 8) South 74°16'55" East 602.01 feet, 9) South 84°37'17" East 129.79 feet, 10) North 74°55'18" East 101.38 feet, 11) South 76°31'57" East 92.39 feet, 12) South 65°19'33" East 171.60 feet, 13) North 89°40'40" East 28.76 feet, 14) North 89°40'40" East 75.92 feet, 15) North 52°55'34" East 193.59 feet, 16) North 69°40'16" East 221.91 feet, 17) North 59°06'24" East 118.16 feet, 18) South 67°13'20" East 69.76 feet, 19) North 86°54'23" East 63.24 feet, 20) South 86°25'04" East 100.69 feet, 21) South 74°00'19" East 244.83 feet, 22) North 74°03'46" East 521.31 feet, 23) North 66°25'48" East 317.77 feet, 24) North 70°24'30" East 153.33 feet, 25) North 58°12'10" East 285.32 feet, 26) South 84°07'27" East 53.98 feet, 27) South 87°03'34" East 69.14 feet, 28) North 81°05'29" East 97.39 feet, 29) South 42°06'19" East 88.79 feet, 30) South 29°32'36" East 90.02 feet, 31) South 60°56'58" East 66.00 feet, 32) North 89°45'17" East 75.88 feet, 33) South 40°32'55" East 57.25 feet, 35) North 79°41'20" East 72.99 feet, 36) North 82°58'43" East 52.82 feet, 37) North 72°17'57" East 58.58 feet, 38) South 82°52'28" East 50.93 feet, 39) North 75°58'50" East 120.54 feet, 40) South 63°46'05" East 276.76 feet, 41) North 82°55'41" East 343.76 feet, 42) North 64°52'15" East 188.03 feet, 43) South 83°46'40" East 176.84 feet, 44) South 70°02'49" East 59.60 feet, 45) North 73°42'12" East 72.74 feet, 46) North 59°12'49" East 102.26 feet, 47) North 25°41'17" East 70.59 feet, 48) North 66°03'04" East 70.31 feet, 49) North 42°54'13" East 128.35 feet, 50) North 54°47'53" East 84.47 feet, 51) North 49°51'28" East 87.14 feet, 52) North 38°48'21" East 141.86 feet, 53) North 36°53'14" East 116.00 feet, 54) North 70°56'50" East 94.54 feet, 55) North 52°44'33" East 145.13 feet, 56) North 59°00'12" East 111.75 feet, 57) North 55°28'15" East 198.69 feet, 58) North 61°38'46" East 91.96 feet, 59) South 87°10'59" East 103.70 feet, 60) North 80°38'14" East 286.76 feet, 61) North 84°30'35" East 198.43 feet, 62) North 61°36'18" East 92.91 feet, 63) North 50°22'10" East 103.07 feet, 64) North 27°03'07" East 101.09 feet, 65) North 42°50'05" East 153.03 feet, 66) North 38°49'16" East 262.69 feet, 67) North 44°43'21" East 190.34 feet, 68) North 81°07'16" East 180.14 feet, 69) North 70°39'00" East 172.83 feet, 70) North 73°43'10" East 165.69 feet, 71) South 88°30'22" East 241.18 feet, 72) North 89°39'35" East 108.74 feet, 73) North 83°37'52" East 170.29 feet, 74) North 84°51'13" East 215.80 feet, 75) South 81°51'43" East 144.54 feet, 76) North 73°14'01" East 160.54 feet, 77) North 89°12'59" East 152.04 feet, 78) South 86°20'53" East 125.49 feet, 79) North 89°57'00" East 141.72 feet, 80) South 84°52'46" East 141.65 feet, 81) South 73°46'48" East 11.88 feet To the Center Section Line of Section 4, Township 7 North, Range 2 East Salt Lake Base and Meridian; thence South 00°19'06" East 3,583.87 feet along said Section Line to the Quarter Corner of Section 4 and 9, Township and Range aforesaid; thence South 00°03'35" West along the Center Section line 5,405.90 feet to the Quarter Section corner of Sections 9 and 16, township and range aforesaid; thence South 86°20'47" East along the South Section Line 2,617.49 feet to the Corner of Sections 9, 10, 15 and 16, township and range aforesaid; thence South 46°37'20" West 3,639.90 feet to the center of Section 16; thence South 00°43'08" West along the Center Section Line 2,358.71 feet to the Quarter Corner of Sections 16 and 21 township and range aforesaid;

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Less and Excepting the following:

Aspen Drive, Powder Mountain West Subdivision Phase 1, Powder Mountain West Subdivision Phase 2, Powder Mountain West Subdivision Phase 3, Sundown Condominiums at Powder Mountain Phase 1, Moon Ridge Condominiums, Powder 11 Subdivision at Powder Mountain, Powder Mountain Village, Powder Ridge Condominiums Phase 1, Powder Ridge Condominiums Phase 1 Building 3 Amended, Weber State Parcel 23-012-0109, Powder Mountain West Subdivision Phase 4, Powder Ridge Condominiums Phase 1 Amended, Snowflake Subdivision 3 "Open Space", Tax Parcel 23-044-0012, Tax Parcel 22-001-0014, Tax Parcel 22-001-0017, Tax Parcel 23-012-0082, Tax Parcel 23-012-0105, Tax Parcel 23-012-0106, Tax Parcel 23-012-0107, and Tax Parcel 23-012-0119.

Containing Approximately: 6198 Acres

NOTICE OF MINOR CHANGES TO CONCEPT AREA PLANS

On November 26, 2025 Summit Mountain Holding Group LLC (“Master Developer”) applied to amend concept area plan E originally recorded January 14, 2015, recorded as entry number 2717835.

On November 1, 2022, the ZDA was amended to allow the Land Use Authority to approve slight and inconsequential changes to conceptual maps, without consideration by the legislative body. This amendment was recorded on November 30, 2022 as entry number 3265109.

Based on the Master Developer’s requested changes which are included as **Exhibit A**, the Land Use Authority approves of the proposed changes and consider them to be slight and inconsequential. **Exhibits B** is the new approved concept area maps for Area A, with **Exhibit C** showing the legal description.

DATED this _____ day of _____, 20__

Weber County Planning Director

STATE OF UTAH)

:ss

COUNTY OF WEBER)

On this _____ day of _____, 20__, personally appeared before me, _____, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

Residing at:

Concept Development Plan-Area E: Gertsen



EXHIBIT B – Approved Concept Development Plan for Area E
See following page

Concept Development Plan- Area E: Gertsen



The Gertsen development area transitions from the more dense Earl's and Summit Powder Mountain Villages to less intense multi family and single family units as the project moves to the project boundary. A small, organized node of multi family townhomes, "nests" and smaller lot single family units anchor the top terminals of the proposed Verris and Lefty's lifts with lots getting progressively larger as you move west and down the hill. Here larger estate and ranch lots are tucked into large expanses of aspens and along the edge of the Enchanted Forest.

DEVELOPMENT LEGEND		DEVELOPMENT DATA	
	MULTI FAMILY		90 UNITS
	SINGLE FAMILY SINGLE FAMILY LOTS NESTS		121 UNITS 32 UNITS

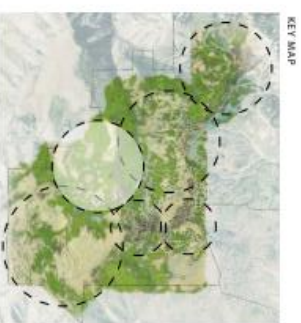


Exhibit C

(Legal Description of DRR-1 Rezone area per ZDA Agreement)

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Containing Approximately: 6198 Acres



Staff Report to the Western Weber Planning Director

Weber County Planning Division

Synopsis

Application Information

Agenda Item: Consideration and action on a request for final approval of Eden Crossing Subdivision Phase 1, consisting of 2 lots, common area, and dedicated roadways (public and private) located at 2490 N Highway 162, Eden, UT, 84310.

Agenda Date: Wednesday, December 10, 2025

Application Type: Subdivision, administrative

Applicant: Rick Everson

File Number: UVE102825

Property Information

Approximate Address: 2490 N Highway 162, Eden, UT, 84310.

Project Area: 2.094 acres

Zoning: Form Based (FB) Zone

Existing Land Use: Agricultural

Proposed Land Use: Commercial

Parcel ID: 224060002

Adjacent Land Use

North: Agricultural/Open Space	South: Hwy 162 (2500 North St)
East: Residential/Agricultural	West: Residential/Agricultural

Staff Information

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794

Report Reviewer: RG

Applicable Ordinances

- Title 101 (General Provisions) Section 2 (Definitions)
- Title 104 (Zones) Chapter 22, Form-Based Zone
- Title 106 (Subdivisions)

Background and Summary

The application was accepted for review on September 11, 2025. The applicant is requesting final approval of Brome Ridge Subdivision consisting of 2 lots. The proposal complies with the county land use code and applicable ordinances. The following is an analysis of the proposal and how it complies with the applicable regulations.

Analysis

General Plan: The Future Land Use map for Ogden Valley shows this property being utilized for rural residential lots. This request fits within Land Use Goal 1(pg. 21 of the General Plan document).

Zoning: The subject property is located in the AV-3 zone. Chapter 104-2 gives the following purpose and intent of the AV-3 zone:

The AV-3 zone and the A-1 Zone is both an agricultural and a low-density rural residential zone. The purpose is to designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern; set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and direct orderly low-density residential development in a continuing rural environment.

Lot area, frontage/width and yard regulations: Application is for a 2 lot Subdivision. Lot standards for the A-3 zone are lot area minimum of 3 acres and lot width of 150 feet for a single-family dwelling. Lot 1 will be 4.43 acres and 162.78' in width. Lot 2 will be 3.00 acres and 245.21' in width.

Common and Open Space: No open spaces are proposed within this project.

Culinary water and sanitary sewage disposal: Will-serve letters have been provided by Eden Water Works for culinary water, Wolf Creek Irrigation for secondary water, and a feasibility letter from the Health Department for septic. Wolf Creek Irrigation has stipulated the applicant does not have enough water to service total acreage. Per section 106-4-2.010 (b) c - Secondary water exemption.

Secondary water exemption. A subdivision lot that is completely covered by pre-existing native wildland vegetation, and will remain so, is exempt from the secondary water requirements of this section as long as the pre-existing native wildland vegetation remains undisturbed in perpetuity, and is well-established in a manner that makes it relatively unlikely for noxious weed propagation. Clearing minimal area needed for buildings, driveways, accessory uses, wildfire defensible space, and similar uses is allowed under this exemption as long as it does not result in the need for outdoor watering. The following shall be provided with the final plat:

1. A restricted-landscape covenant is recorded to the lot. The covenant shall restrict the removal or addition of living vegetation from the lot unless the owner acquires the secondary water required by this section; and
2. A note shall be placed on the final recorded plat as required in Section 106-1-8.20.

Public street infrastructure: Per the general plan, 5100 East is slated to be 80' wide in the future. ROW dedication of a half width (40') from center line, shall be required for the entire frontage of the subdivision along 5100 east. The proposed subdivision will need to have curb, gutter and sidewalk as per the county commission. As a bare minimum there will need to be a deferral on the curb, gutter and sidewalk, which will be signed by the developer.

Review Agencies: This subdivision is being reviewed by review agencies including the County Engineering Division, County Surveyors, and the Fire District. The applicant will be required to comply with review agency comments. All agencies have recommended approval.

Planning Division Recommendation

The Planning Division recommends approval of Brome Ridge Subdivision, consisting of 2 lots, located in the AV-3 Zone at approximately 300 North 5100 East, Eden, Utah 84310. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. Deferral for curb, gutter, and sidewalk signed by developer prior to recording.
2. Restricted Landscape Covenant signed by the developer, to be recorded with final plat.

These recommendations based on the following findings:

1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. The proposed subdivision complies with applicable County ordinance.

Exhibits

- A. Application
- B. Will serve letters
- C. Proposed final plat

Location map



Exhibit A - Application

Brome Ridge Subdivision

[+ Add Follower](#)

[✎ Change Status](#)

[✎ Change Review Due Date](#)

[✎ Edit Project](#)

Address:	3300 N 5100 E, Eden, UT, 84310	Project Status:	Accepted
Maps:	Google Maps	Status Date:	9/11/2025
Project Type:	Subdivisions	File Number:	UVB091125
Sub Type:	Small Subdivision	Project Manager	Tiffany Snider
Created By:	Spencer Pugmir		
Created On:	7/30/2025		

Application

Documents 10

Comments 2

Reviews 11

Followers 17

History

Reminder 0

Payments 1

Area Fees

Internal 0

Application

[+ Add Building](#)[+ Add Parcel](#)[✎ Edit Application](#)[+ Add a Contractor](#)[Print](#)[Building Permit](#)

Project Description	5100 E small division.
---------------------	------------------------

Property Address	3300 N 5100 E Eden, UT, 84310
Property Owner	Wolfstead LLC 385-453-5888 mirec@sudomail.com
Representative	Spencer Pugmir 385-453-5888 mirec@sudomail.com

Accessory Dwelling Unit	False
Current Zoning	AV-3
Subdivision Name	Brome Ridge
Number of new lots being created	2
Number of lots affected	1
Number of lots approved	0
Lot Number	
Lot Size	7.73
Frontage	407
Culinary Water Authority	Eden Water Company
Secondary Water Provider	Wolf Creek Irrigation Company
Sanitary Sewer Authority	Health Department (Septic)
Nearest Hydrant Address	3200 N 5100 E
Signed By	Representative, Spencer Pugmire

Parcel Number
<div><div>✖ Remove</div>220210147 - County Map</div>

Building Description	Square Feet	Valuation
----------------------	-------------	-----------

Exhibit B – Will Serve Letters



5402 E 2200 N

PO BOX 13

EDEN, UT 84310

801-791-1772

edenwaterworks@gmail.com

July 10, 2025

Weber Morgan Health Department
477 23rd Street
Ogden, UT 84401

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

Regarding: Wolfstead LLC (0590 Account – 1 of 2)
Parcel #22-021-0147
Eden, UT 84310

To Whom It May Concern:

Please accept this letter as confirmation that subject to Share of Stock and applicable fees being paid (share has been purchased and meter needs to be installed), Eden Water Works Company will serve culinary water to the property stated above. This letter is only valid once proof of secondary water is sent into Eden Water Works Co. This letter is valid for 1 year.

If you have any questions or need further information you may contact the office at 801-791-1772.

Sincerely,

Board of Directors
Eden Water Works Company



5402 E 2200 N

PO BOX 13

EDEN, UT 84310

801-791-1772

edenwaterworks@gmail.com

July 10, 2025

Weber Morgan Health Department
477 23rd Street
Ogden, UT 84401

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

Regarding: Wolfstead LLC (0591 Account – 2 of 2)
Parcel #22-021-0147
Eden, UT 84310

To Whom It May Concern:

Please accept this letter as confirmation that subject to Share of Stock and applicable fees being paid (share has been purchased and meter needs to be installed), Eden Water Works Company will serve culinary water to the property stated above. This letter is only valid once proof of secondary water is sent into Eden Water Works Co. This letter is valid for 1 year.

If you have any questions or need further information you may contact the office at 801-791-1772.

Sincerely,

Board of Directors
Eden Water Works Company



Wolf Creek Irrigation Company

P.O. Box 761 • Eden, Utah 84310

August 8, 2025

Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

Regarding: Wolfstead LLC
Parcel #22-021-0147
Eden, Utah 84310

To Whom It May Concern,

The purpose of this letter is to certify that Wolfstead LLC owns one share of water stock in Wolf Creek Irrigation Company. This share of water stock is attached to 7.73 acres of land as referenced by Parcel #22-021-0147. The By-laws of Wolf Creek Irrigation Company state two important conditions: 1) that shares in the Company cannot be divided into portions smaller than one share, and 2) that one share of water stock in Wolf Creek Irrigation Company can irrigate one acre of land and no more.

If you have any questions about the contents of this letter, please feel free to contact me at 801-721-3730.

Sincerely,

Dee Staples
President, Wolf Creek Irrigation Company

June 24, 2025



Weber County Planning Commission
2380 Washington Blvd.
Ogden, UT 84401

RE: **Parcel OWTS Feasibility Determination**
Dan Barelo
3200 N 5100 E Eden, Ut 84310
Parcel # 220210147
Soil Log #15723

The soil and percolation information for the above-referenced lot has been reviewed. Culinary water will be provided by Eden Water Works, an approved water system. **A letter from the water supplier is required prior to issuance of a permit.**

Site restriction:

The site is shown to have an area impacted by a Zone Two Protection for Eden Water Works culinary well, part of a Public Water System. This area is prohibited from having any onsite wastewater component within this dedicated zone.

DESIGN REQUIREMENTS

Documented ground water tables not to exceeding 37.5 inches, fall within the range of acceptability for the utilization of a Packed Bed Media System followed by a conventional trench with a maximum trench depth limited to 24 inches. The absorption system is to be designed using a maximum loading rate of 0.35 gal/sq. ft. /day as required for a silty clay loam massive structure with a documented percolation rate of 120 minutes per inch.

The absorption field must be located within 50 feet of the test pit (UTM Zone 12T, Nad 83, 0430776E 4574557N).

Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.

The following items are required for a formal subdivision review; application, receipt of the appropriate fee, and a full sized copy of the subdivision plats showing the location of exploration pits and percolation tests as well as the documented soil horizons and percolation rates. A subdivision review will not occur until all items are submitted. Mylars submitted for signature without this information will be returned.

Each on-site individual wastewater disposal system must be installed in accordance with R317-4, Utah Administrative Code, Individual Wastewater Disposal Systems and Weber-Morgan District

EDUCATE | ENGAGE | EMPOWER

phone: 801-399-7100 | fax: 801-399-7110 | 477 23rd Street, Ogden, UT 84401 | www.webermorganhealth.org

February 20, 2024

Weber County Planning Commission
2380 Washington Blvd.
Ogden, UT 84401

RE: Daniel Barelo (revised 2/20/2024)
3200 N 5100 E Eden, UT
Parcel #22-021-0147
Soil log #14767

The soil and percolation information for the above-referenced lot have been reviewed. Culinary water will be provided by Eden Waterworks, an approved public water system. **A letter from the water supplier is required prior to issuance of a permit.**

DESIGN REQUIREMENTS

Anticipated ground water tables not to exceed 24 inches and soils with a percolation rate of 96 minutes per inch, fall within the range of acceptability for the utilization of a Packed Bed Media Treatment System as a means of wastewater disposal. Maximum trench depth is limited to 12 inches. The absorption field is to be designed using a maximum loading rate of 0.35 gal/ft²/day as required for the silty clay, blocky structure soil horizon with a documented percolation rate of 96 minutes per inch.

ENGINEERING REQUIREMENTS

-Before issuance of an onsite wastewater permit can be issued proof that **Wolf Creek Sewer** is not available must be supplied to our office. In 2024 a major extension of **Wolf Creek Sewer** line is occurring. The sewer main will be ran along 5100 E. As required in the Weber-Morgan Health Department Onsite Wastewater Treatment System Regulation Section 4.12 all lots within 300 feet of sewer must attached to the sewer line and cannot be considered permissible for an onsite wastewater treatment system.

4.12. The sewer may be considered as not being available when such sewer is located more than 300 feet from any building which abuts and is served by such sewer. Proposed subdivisions within 300 feet times the number of lots shall be approved only when connected to the public sewer. The rearrangement or subdivision of a parcel into smaller parcels or multiple phase subdivisions, shall not be deemed cause to permit the construction of an onsite wastewater treatment system, and all plumbing and drainage systems on any such parcel or parcels shall connect to the public sewer.

- The drainfield must be placed in the area of Exploration Pit #1 [UTM Zone 12 Nad 83 430844 E 4574454 N]. This test pit location must be shown on the septic plan submitted to this office.
- Water table monitoring port 4N failed with a peak water table of 7.5 inches below surface and is not suitable for drainfield placement. If a future drainfield is placed in this area of the property, the drainfield must be placed to the southeast where water table monitoring ports 5W [UTM Zone 12 Nad 83 430886 E 4574518 N] and 6S [UTM Zone 12 Nad 83 430906 E 4574510 N] were located. Furthermore, required percolation testing was not completed in this area of the property after the site and soil evaluation was completed on October 21, 2021. Percolation testing must be completed to consider drainfield placement in this area.

Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.



Staff Report for Administrative Approval

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on the application for final approval of Westwood Homestead Number Three, First Amendment Subdivision, consisting of one lot, located at approximately 7639 E 1900 N, Huntsville

Agenda Date: Wednesday, December 10, 2025

Applicant: Mike Westwood

File Number: UVW111325

Property Information

Project Area: 3 acres

Zoning: AV-3

Existing Land Use: Residential

Proposed Land Use: Residential

Parcel ID: 21-179-0001

Township, Range, Section: T6N, R2E, Section 6

Adjacent Land Use

North:	Vacant	South:	Vacant
East:	Residential	West:	Vacant

Staff Information

Report Presenter: Felix Lleverino
fileverino@co.weber.ut.us
801-399-8767

Report Reviewer: RG

Applicable Ordinances

- Title 101, Chapter 1, General Provisions, Section 7, Definitions
- Title 104, Chapter 6 Agricultural Valley (AV-3) Zone
- Title 106, Subdivisions, Chapter 1-8 as applicable

Background and Summary

The proposed subdivision lot amendment reconfigures a previously approved subdivision lot under the name Westwood Homestead No. 3 that fronts directly on a public street called 1900 North, for which, the appropriate 33' ROW is dedicated. The re-configuration is required to have a subdivision plat amendment because the external boundary is being altered. The resulting configuration will maintain the minimum acreage and width needed for the Agricultural (A-1) zone to comply with the applicable land use standards. The Weber County Land Use Code (LUC) §101-2-20 identifies a new subdivision of nine or fewer lots for which no streets will be created or realigned as a "Small Subdivision" which can be administratively approved by the Planning Director.

Analysis

General Plan: The proposal conforms to the Ogden Valley General Plan by maintaining the existing density provided by the current zoning and existing approvals (2016 Ogden Valley General Plan, Land Use Principle 1.1).

Zoning: The proposed subdivision is located in the Agriculture Valley (AV-3) Zone.

The purpose and intent of the AV-3 zone is identified in the LUC 104-6-1 as:

The AV-3 Zone is both an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone is to:

- Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;*
- Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and*
- Direct orderly low-density residential development in a continuing rural environment.*

Culinary Water: Culinary water will be provided by an approved private well. The approval from the Health Department is included within this report. The well head location and the 100 foot protection area is depicted on the subdivision plat.

Sanitary System: The applicant has provided a septic feasibility letter from the Weber Morgan Health Department indicating that the site is acceptable for a Packed Bed Media System, the plans for the system are to be prepared by a Utah State certified individual and submitted to their office for review before the issuance of a Wastewater Disposal Permit.

Review Agencies: The Weber County Engineering Department will require a deferral agreement for curb gutter and sidewalk, a note on the plat regarding topography and road improvements. The Weber County Surveyor's Office has several minor comments that will be addressed by a plat revision. The Weber Fire District approves of this proposal. The Planning Division will ensure that all county comments are addressed before the subdivision plat is recorded.

Additional requirements: The proposed subdivision does not include any new roads or public rights of way. The land is currently vacant and anticipated to become a residential property with a single-family dwelling. The existing well and septic system are within a Drinking Water Source Protection Zone four, which permits residential uses.

Staff Recommendation

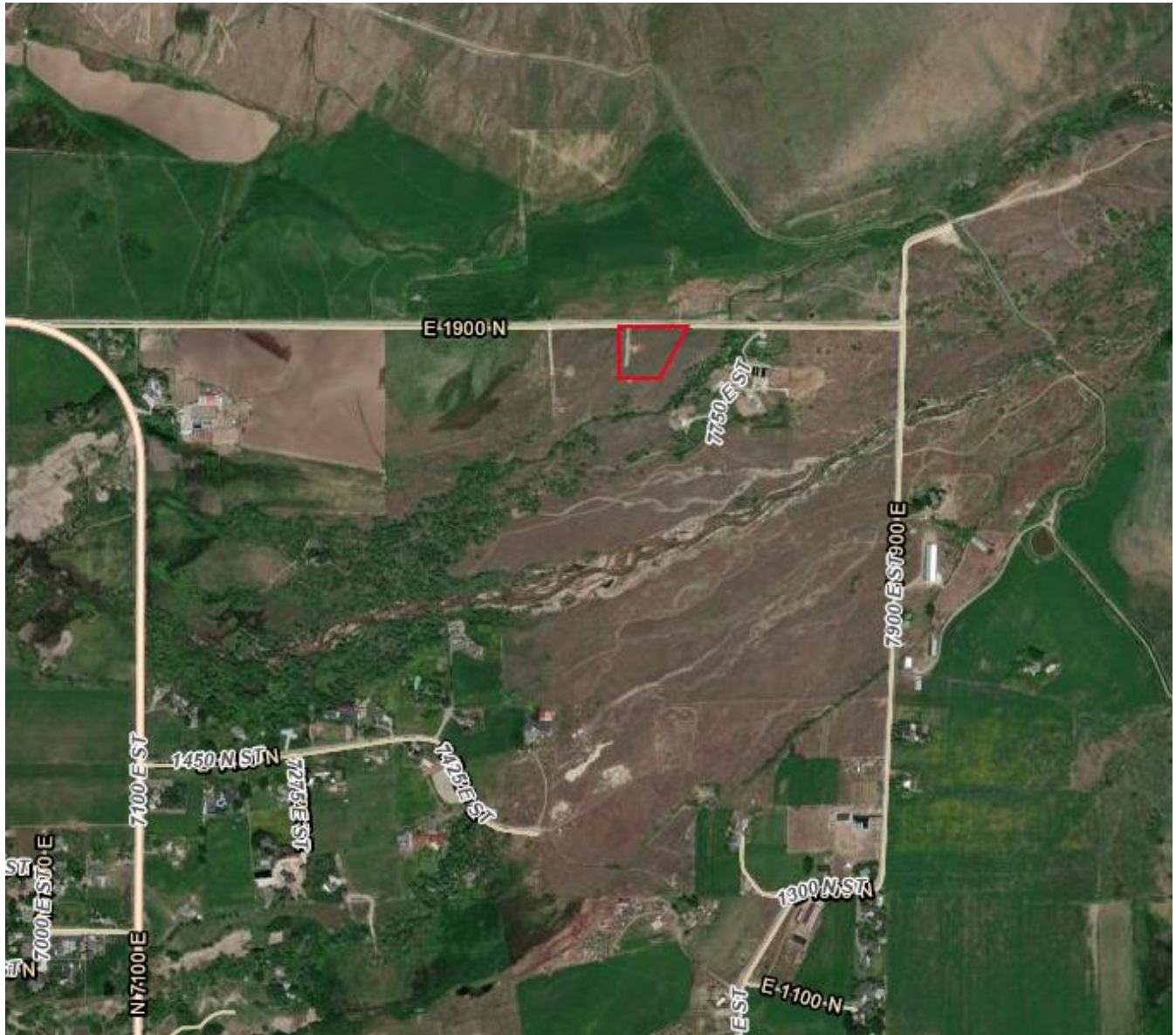
Staff recommends final approval of the Westwood Homestead Number Three First Amendment Subdivision. This recommendation for approval is subject to all applicable review agency requirements and the on the following conditions:

1. The remainder Parcel A must be added to the surrounding remainder parcel.
2. A deferral agreement for curb, gutter, sidewalk, and asphalt must be recorded with the final plat.

This recommendation is based on the following findings:

1. The proposed subdivision amendment conforms to the Ogden Valley General Plan.
2. With the recommended conditions, the proposed subdivision amendment complies with all previous approvals and the applicable County ordinances.

Location Map 1



Exhibits

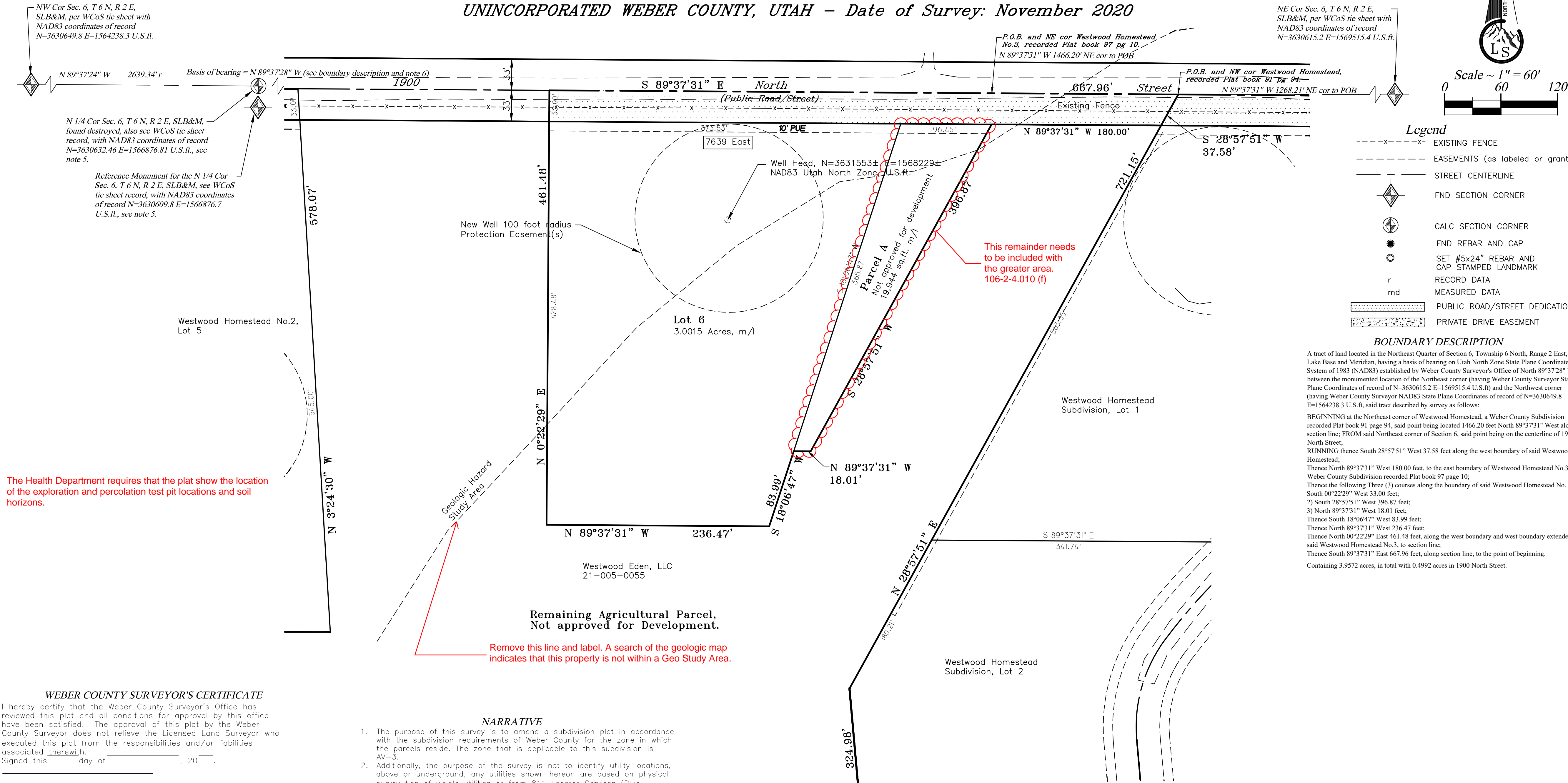
- A. Proposed amended subdivision plat
- B. (2024) Westwood Homestead No. 3 subdivision plat
- C. Well Approval from the Health Department
- D. Septic Feasibility Letter

Exhibit A

WESTWOOD HOMESTEAD NO.3 – 1st Amendment

All of Lot 3, Westwood Homestead No.3 being PART OF Government Lot 2 OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN

UNINCORPORATED WEBER COUNTY, UTAH – Date of Survey: November 2020



OWNER'S DEDICATION

We the undersigned owner(s) of the herein described tract of land, do hereby set apart and subdivide the same into Lots, Public Road/Street and Private Drive as shown or noted hereon and name said tract WESTWOOD HOMESTEAD NO.3 – 1st Amendment: (As used herein the term Local Entity is the same as defined in UCA 67-1a-6.5)

We hereby dedicate a Public easement and Right-of-way to the Local Entity, designee(s), successor(s), or assign(s) for the purpose of public use all those parts or portions of said tract of land designated as public street(s) and/or public road(s), the same to be used as public thoroughfares. And further dedicate grant and convey an easement over, upon and under said street(s) or and/or road(s) as public utility corridors as may be authorized by the Local Entity.

We hereby grant and dedicate a perpetual right and easement over, upon and under the lands designated hereon as Public Utility Easement(s), Drainage Easement(s), storm water detention/retention ponds, and Private Irrigation channels (collectively PUE), the same to be used for the installation maintenance and operation of public utility service line(s), storm drainage facilities, irrigation channel(s) or for the perpetual preservation of water channels in their natural state whichever is applicable to the Local Entity, designee(s), successor(s), or assign(s) and other uses as may be authorized by recorded document by the Local Entity.

We, the herein signers, grantor(s), hereby grant a well protection easement(s) to Weber/Morgan Health Department, 477 23rd St., Ogden, Utah, 84401, grantee, the terms of this easement are to comply with the regulatory laws, requirements, ordinances, and policies administered by the Weber/Morgan Health Department for the protection of drinking water related to culinary water wells in the State of Utah, and to provide a separation from a culinary water well from concentrated sources of pollution. The sources of pollution are described as but not limited to septic tanks, septic drain fields, garbage dumps, livestock corrals, feed lots, hazardous waste storage, or other sources of pollutants deemed inappropriate under the regulatory authority of the Weber/Morgan Health Department. The easement as granted is a perpetual easement and shall run with the land and is binding on any and all successors and assigns. The easement is as shown and noted hereon as **New Well Protection Easement(s)** having a 100 foot radius. The center of which shall be the physical location of the well as constructed.

Limited Liability Company Acknowledgement

IN WITNESS WHEREOF, said Limited Liability Company hereinafter named has caused this instrument to be executed by its proper officers hereunto duly authorized, this ____ day of _____, 20____.

WESTWOOD EDEN, LLC, a Utah Limited Liability Company

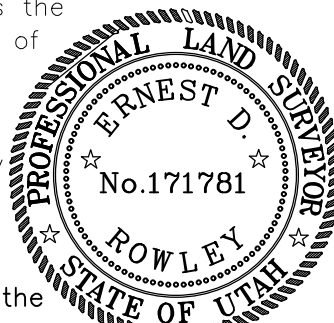
By: _____ By: _____
STATE OF UTAH)
COUNTY OF WEBER)

On the date first above written personally appeared before me the above named signer(s), who, being by me duly sworn said that [he/she/they is/are] the Manager of said Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and the said signer(s) acknowledged to me that said company executed the same. As a Notary Public commissioned in Utah, WITNESS my hand and official stamp the date in this certificate first above written:

Notary Signature: _____ My Commission Expires: _____
(print name below signature):

SURVEYOR'S CERTIFICATE

I, Ernest D. Rowley, do hereby certify that I am a professional land surveyor in the State of Utah and hold license no. 171781-2201 in accordance with Title 58, Chapter 22 known as the Professional Engineers and Professional Land Surveyor's Licensing Act, have made a survey of the property(s) shown hereon in accordance with UCA 17-23-17, verifying measurements, and placing monuments as represented. That this plat was prepared from the field notes of this survey and from documents and records as may be noted hereon or contained in the project files of Landmark Surveying, Inc. Any warranties, express or implied, are hereby limited to the current owner(s) of the properties surveyed. No certification or warranties are extended to successor(s), assign(s), or heir(s) of said owner(s) nor to adjacent owner(s) of the properties of which may or may not share a common boundary with the property(s) surveyed. In accordance with Weber County Ordinance, I further certify that, to the best of my knowledge and belief, all lots meet the current requirements of the Land Use Ordinance of Weber County as indicated by their approval hereon.



Landmark Surveying, Inc. A Complete Land Surveying Service www.LandmarkSurveyUtah.com		4546 South 3500 West - #A-3 West Haven, UT 84401 801-731-4075	
DEVELOPER: Mike Westwood Address: 3130 West 3600 South, West Haven, Utah 84401		1 of 1	
Part of Government Lot 2 of Section 6, Township 6 North, Range 2 East, Salt Lake Base and Meridian.		Amended Subdivision	
DRAWN BY: EDR		CHECKED BY: ...	
DATE: May 4, 2023		PROJECT NUMBER: 4386	
Weber County Recorder		Entry no. _____	
Filed for record and recorded		_____ day of _____, 20____.	
at _____		in book _____ of official records,	
on page _____		County Recorder: Bahy Rahimzadegan, PLS	
By Deputy: _____		Fee paid _____	

This plat and associated documents are "PRELIMINARY NOT FINAL" and subject to change without a valid signature and date across the Professional Land Surveyor's seal in accordance with R156-22-601 of the Utah Administrative Code of the Utah Department of Commerce, Division of Geospatial and Professional Licensing. If this document is unsigned it is a Preliminary document(s) and is not intended for and shall not be used in Construction, nor to be Recorded or Filed, nor implemented or used as a Final Product.

WEBER COUNTY SURVEYOR'S CERTIFICATE

I hereby certify that the Weber County Surveyor's Office has reviewed this plat and all conditions for approval by this office have been satisfied. The approval of this plat by the Weber County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith. Signed this ____ day of _____, 20____.

Weber County Surveyor

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____.

Signature

WEBER COUNTY COMMISSION ACCEPTANCE

This is to certify that this subdivision plat, the dedication of streets and other public ways and financial guarantee of public improvements associated with this subdivision thereon are hereby approved and accepted by the Commissioners of Weber County, Utah this ____ day of _____, 20____.

Attest:
Chairman, Weber County Commission Title: Weber County Clerk

WEBER-MORGAN HEALTH DEPARTMENT

I hereby certify that the soils, percolation rates, and site conditions for this subdivision have been investigated by this office and are approved for on site wastewater disposal systems. Signed this ____ day of _____, 20____.

Director, Weber-Morgan Health Department

WEBER COUNTY PLANNING COMMISSION APPROVAL

This is to certify that this subdivision plat was duly approved by the Weber County Planning Commission on the ____ day of _____, 20____.

Chairman, Weber County Planning Commission

WEBER COUNTY ATTORNEY

I 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 effect. Signed this ____ day of _____, 20____.

Signature

NARRATIVE

- The purpose of this survey is to amend a subdivision plat in accordance with the subdivision requirements of Weber County for the zone in which the parcels reside. The zone that is applicable to this subdivision is AV-3.
- Additionally, the purpose of the survey is not to identify utility locations, above or underground, any utilities shown hereon are based on physical survey ties of visible utilities or from 811 Locator Services (Blue Stakes), or from documents of record. No representation as to accuracy of underground utilities is made herein.
- The basis of bearing is as noted and described in the Boundary Description.
- This amendment is to include all of the Westwood Homestead No.3 plat and a part of an overall parcel which is described in Warranty Deed recorded as Entry Number 3080254 on August 27, 2020.
- The north boundary is the section line, which is also the center line of 1900 North Street. The section line as monumented is being held. It should be noted that the North Quarter corner of the section was found by Weber County Survey to have been destroyed when they located the remnants of the monument May 23, 2018. The location noted hereon is based on records of the location which were preserved by Martin B. Moore, Jr. when he was County Surveyor.
- Because the North Quarter corner has been destroyed it is not being used as the basis of bearing for this survey. The basis is between existing monumentation of the Northeast and Northwest corners of the section.

NOTE:

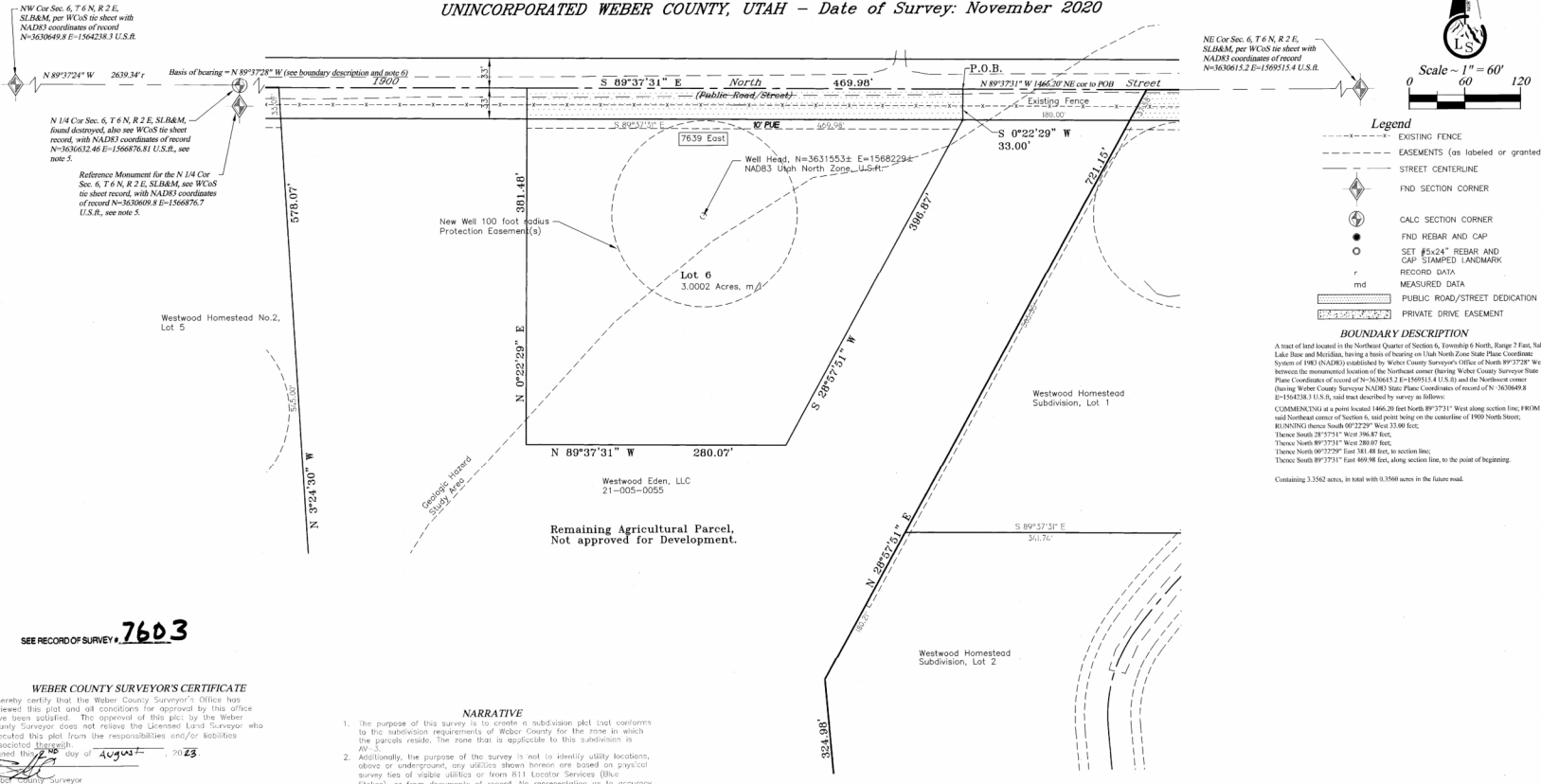
- In addition to corners that have been shown by legend symbol as having been set all Lot corners have been set.
- Upper Valley Coordinate system is NAD1983 Utah North Zone U.S.ft expanded to ground using a combined factor of 1.0002923772456. The initial coordinates are based on independent GPS observations using Leica Network. The values observed were compared with the published values of the Weber County Surveyor's Office and found to conform unless otherwise noted.
- Agriculture is the preferred use in the agricultural zones. Agricultural operations as specified in the Land Use Code for a particular zone are permitted at any time including the operation of farm machinery and no allowed agricultural use shall be subject to restriction on the basis that it interferes with activities of future residents of this subdivision. [Amd. Ord. Sec. 106-1-8(c)(5)]
- Due to the topography and the location of this subdivision all owners will accept responsibility for any storm water runoff from the road adjacent to this property until curb and gutter is installed.

Exhibit B

01-LL

WESTWOOD HOMESTEAD NO.3

PART OF Government Lot 2 OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN
UNINCORPORATED WEBER COUNTY, UTAH - Date of Survey: November 2020



OWNERS DEDICATION

We the undersigned owner(s) of the herein described tract of land, do hereby set apart and subdivide the same into Lots, Public Road/Street and Private Drive as shown or ruled hereon and name said tract WESTWOOD HOMESTEAD NO.3. (As used herein the term Local Entity is the same as defined in UCA 6-1a 6.5.)

We hereby dedicate a Public easement and Right-of-Way to the Local Entity, (successor(s), successor(s), or assignee(s)) for the purpose of public use all those parts or portions of said tract of land designated as public street(s) and/or public road(s), the same to be used as public thoroughfares. And further, we dedicate grant and convey an easement over, upon and under said street(s) and/or road(s) as public utility corridors as may be authorized by the Local Entity.

We hereby grant and dedicate a perpetual right and easement over, upon and under the lands designated herein as Public Utility Easement(s), Drainage Easement(s), storm water detention/retention pond, and Private Irrigation channels (collectively PUE), the same to be used for the installation, maintenance and operation of public utility service line(s), storm drainage facilities, irrigation channel(s) or for the perpetual preservation of water channels in their natural state whichever is applicable to the Local Entity, designee(s), successor(s), or assignee(s) and other uses as may be authorized by recorded document by the Local Entity, with no buildings or structures being erected within such easements without written authorization of the Local Entity.

We, the herein signers, grant(s), hereby grant a well protection easement(s) to Weber/Morgan Health Department, 477 23rd St., Ogden, Utah, 84401, grantees, the terms of this easement are to comply with the regulatory laws, requirements, ordinances, and policies administered by the Weber/Morgan Health Department for the protection of drinking water related to culinary water wells in the State of Utah, and to provide a separation from a culinary well and from concentrated sources of pollution. The sources of pollution are described on but not limited to septic tanks, septic drain fields, garbage dumps, livestock corrals, feed lots, hazardous waste storage, or other sources of pollutants deemed inappropriate under the regulatory authority of the Weber/Morgan Health Department. The easement as granted is a perpetual easement and shall run with the land and is binding on any and all successors and assigns. The easement is as shown and ruled hereon as New Well Protection Easement(s) having a 100 foot radius. The center of which shall be the physical location of the well as constructed.

Limited Liability Company Acknowledgment

IN WITNESS WHEREOF, said Limited Liability Company hereinafter named has caused this instrument to be executed by its proper officers, and it is hereby acknowledged, this 11th day of January, 2021.

By: *[Signature]* **Westwood Eden, LLC** a Utah Limited Liability Company
STATE OF UTAH)
COUNTY OF WEBER)

On the date first above shown personally appeared before me the above named signers(s), who, living by me duly sworn said that he/she/they is/are the Manager of said Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and the said signers(s) acknowledged to me that said company executed the same.

As a Notary Public, sworn in the State of Utah, I, WITNESS my hand and official stamp the date in this certificate first above written:

[Signature] **12-3-2021**
Notary Signature: My Commission Expires:
CO. # 715512

SEE RECORD OF SURVEY # **7603**

WEBER COUNTY SURVEYOR'S CERTIFICATE

I hereby certify that the Weber County Surveyor's Office has reviewed this plat and all conditions for approval by this office have been satisfied. The approval of this plat by the Weber County Surveyor does not relieve the Limited Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.

Signed this 11th day of August, 2023.

[Signature]
Weber County Surveyor

NARRATIVE

- The purpose of this survey is to create a subdivision plat that conforms to the subdivision requirements of Weber County for the zone in which the parcels reside. The zone that is applicable to this subdivision is AV-5.
- Additionally, the purpose of the survey is to identify utility locations, above or underground, any utilities shown hereon are based on physical survey files of visible utilities or from 811 Locator Services (Blue Stakes), or from documents of record. No representation as to accuracy of underground utilities is made herein.
- The basis of bearing is as noted and described in the Boundary Description.
- This division is part of an overall parcel which is described in Warranty Deed recorded as Entry Number 3589254 on August 27, 2020. All of the boundary lines, except the north boundary, are original lines of division.
- The north boundary is the section line, which is also the center line of 1900 North Street. The section line as monumented is being tied. It should be noted that the North Quarter corner of the section was found by Weber County Survey to have been destroyed when they located the monuments of the monument May 23, 2018. The location noted hereon is based on reports of the location which were provided by Martin D. Moore, Jr. when he was County Surveyor.
- Because the North Quarter corner has been destroyed it is not being located monumentation of the Northeast and Northwest corners of the section.

WEBER COUNTY ENGINEER

I hereby certify that the sub, percolation rates, and site conditions for this subdivision conform with County standards and the amount of the financial guarantee is sufficient for the installation of these improvements.

Signed this 11th day of November, 2023.

[Signature]
Weber County Engineer

WEBER COUNTY COMMISSION ACCEPTANCE

This is to certify that this subdivision plat, the dedication of streets and other public ways and financial guarantee of public improvements associated with this subdivision (herein are hereby approved and accepted by the Commissioners of Weber County, Utah this 11th day of December, 2023.

[Signature] **Chairman, Weber County Commission**
[Signature] **Attest, County Clerk**

WEBER-MORGAN HEALTH DEPARTMENT

This is to certify that the sub, percolation rates, and site conditions for this subdivision have been investigated by this office and are approved for site wastewater disposal systems. Signed this 20th day of December, 2023.

[Signature]
Weber-Morgan Health Department

WEBER COUNTY PLANNING COMMISSION APPROVAL

This is to certify that this subdivision plat was submitted to the Weber County Planning Commission on the 30th day of November, 2023.

[Signature]
Chairman, Weber County Planning Commission

WEBER COUNTY ATTORNEY

I have examined the financial guarantees and other documents associated with this subdivision plat and in my opinion they conform with the County Ordinance applicable thereto now in force and effect. Signed this 20th day of November, 2023.

[Signature]
Weber County Attorney

NOTE:

- In addition to corners that have been shown by legend symbol as having been set all Lot corner have been set.
- Upper Valley Coordinate system is NAD1983 Utah North Zone U.S.F. expended to ground using a combined factor of 1.0002923772456. The initial coordinates are based on independent GPS observations using Leica Network. The values observed were compared with the published values of the Weber County Surveyor's Office and found to conform unless otherwise noted.
- Agriculture is the preferred use in the agricultural zones. Agricultural operations as specified in the Land Use Code for a particular zone are permitted at any time including the operation of farm machinery and no other agricultural use shall be subject to restriction on the basis that it interferes with activities of future residents of this subdivision. [Amended, Ord. Sec. 106-18(c)(5)].
- Due to the topography and the location of this subdivision all owners will accept responsibility for any storm water runoff from the road adjacent to this property until curb and gutter is installed.

Landmark Surveying, Inc. A Complete Land Surveying Service www.LandmarkSurveying.com		4444 South 2500 West - 8A-3 West Haven, UT 84401 801-711-8075	
DEVELOPER: Mike Westwood Address: 3320 West 3000 South, West Haven, Utah 84401		Webster County Recorder Entry no. 3311092 Filed for record and recorded on 11 day of JANUARY , 20 24 at 11:25 AM in book 97 of official records, on page 10	
Part of Government Lot 2 of Section 6, Township 6 North, Range 2 East, Salt Lake Base and Meridian.		Subdivision	
DRAWN BY: EDR CHECKED BY: [Signature] DATE: May 4, 2023 PROJECT NUMBER: 4386		County Recorder: Leann H. Kiltz By Deputy: <i>[Signature]</i> Fee paid: 150.00	

BRIAN COWAN, MPH, LEHS
Health Officer/Executive Director



August 22, 2023

Westwood Eden LLC
3416 W. 3600 S.
West Haven, UT 84401

RE: **Private Well Approval at:**
7700 E. 1900 N
Eden, UT 84310
Parcel #21-005-0055

The application for approval of the above referenced well has been submitted for review to determine conformance to the Weber-Morgan District Health Department Regulations for Installation and Approval of Nonpublic Water System Serving 1-14 Connections.

The following have been submitted:

1. The Water Right Number: E6444 (35-14256)
2. Well driller license #920
3. The well is 145 feet deep with a "Bentonite chips 3/8"" seal to a depth of 30 feet.
4. The well yields 27 GPM with a stabilized pumping level of 15-foot in 48 hrs.
5. The water samples for the partial inorganic analysis were submitted to Chemtech-Ford Laboratories on May 22, 2023. The water analysis was satisfactory.
6. A bacteriological water sample was collected by staff of this department on May 22, 2023. The water analysis was satisfactory.
7. As required in the Weber County Code Part II Land Use Code Chapter 106 Section 106-4.2.1.(d)(2) a 48 hour pump test has been performed and the well was found to meet the minimum quantity and storage requirements established in the Weber-Morgan Health Department Regulation for Installation and Approval of Nonpublic Water Systems and Private Water Production Wells section 11.1 & 11.2
8. This is not a shared well. This well has been approved to serve the future Westwood Homestead No 3 Lot 6.

The required 100-foot protection zone around the well must be kept free from any septic tank absorption systems, garbage dumps, hazardous and toxic material storage or disposal sites, feedlots and other concentrated sources of pollution. We would recommend that a bacteriological sample be collected and submitted for analysis on an annual basis.

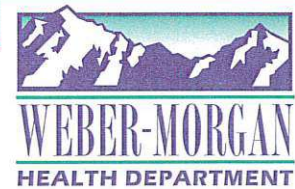
Based on compliance with the above requirements, the Health Department considers this an approved well for culinary purposes.

Please contact our office at (801) 399-7160 if you have further questions.

Sincerely,


Summer Day, LEHS III, Program Manager
Division of Environmental Health

BRIAN COWAN, MPH, LEHS
Health Officer/Executive Director



September 10, 2025

Weber County Planning Commission
2380 Washington Blvd.
Ogden, UT 84401

RE: Subdivision **Determination**
Westwood Homestead No. 3, 1 Lot
Parcel #21-005-0055
Soil Log #15326

The soil and percolation information for the above-referenced lot have been reviewed. Culinary water will be provided by a private well. **The placement of the well is critical so as to provide the required 100 foot protection zone.** The well will need to be dug, tested and the water supply approved prior to issuance of a wastewater disposal permit.

DESIGN REQUIREMENTS

Lot 1: Anticipated ground water tables not to exceed 36 inches, and soil classified as Type 1, fall within the range of acceptability for a Packed Bed Media Treatment System with Non-chemical Disinfection as a means of wastewater disposal. Maximum trench depth is limited to 18 inches. The absorption system is to be designed using a maximum loading rate of 0.9 gal/ft²/day as required for the gravelly loamy sand, single grained structure soil horizon with a documented percolation rate of 0.42 minutes per inch.

Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.

The following items are required for a formal **subdivision review**; application, receipt of the appropriate fee, and a full sized copy of the subdivision plats showing the location of exploration pits and percolation tests as well as the documented soil horizons and percolation rates. A subdivision review will not occur until all items are submitted. Mylars submitted for signature without this information will be returned

Each on-site individual wastewater disposal system must be installed in accordance with R317-4, Utah Administrative Code, Individual Wastewater Disposal Systems and Weber-Morgan District Health Department Rules. Final approval will be given only after an on-site inspection of the completed project and prior to the accomplishment of any backfilling.

Please be advised that the conditions of this letter are valid for a period of 18 months. At that time the site will be re-evaluated in relation to rules in effect at that time.

Sincerely,

Carrie Lynch-Burke, LEHS
Environmental Health Division
801-399-7160



Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Agenda Item: Consideration and action on a request for final approval of Rocky Ranch Subdivision consisting of 1 lot, located at 3401 East 5100 North, Liberty.

Agenda Date: Wednesday, December 10, 2025

Application Type: Subdivision, administrative

Applicant: Kyle Douglas

File Number: UVR10025

Property Information

Approximate Address: 3401 East 5100 North, Liberty 84310

Project Area: 7.317 acres

Zoning: AV-3

Existing Land Use: Vacant

Proposed Land Use: Residential

Parcel ID: 220070112

Adjacent Land Use

North: Residential	South: Vacant
East: Vacant	West: Vacant

Staff Information

Report Presenter: Felix Lleverino
fleverino@webercountyutah.gov
801-399-8767

Report Reviewer: RG

Applicable Ordinances

- Title 101 (General Provisions) Section 2 (Definitions)
- Title 104 (Zones) Chapter 2, Agricultural Zones
- Title 106 (Subdivisions)

Background and Summary

The application was accepted for review on October 2, 2025. The applicant is requesting final approval of Rocky Ranch Subdivision consisting of 1 lot. The proposal complies with the county land use code and applicable ordinances. The following is an analysis of the proposal and how it complies with the applicable regulations.

Analysis

General Plan: The Future Land Use map for Ogden Valley General Plan shows this property being utilized for agricultural and open lands. This request fits within the goals and policies of the Ogden Valley General Plan.

Zoning: The subject property is located in the AV-3 zone. Chapter 104-2 gives the following purpose and intent of the AV-3 zone:

1. Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;
2. Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and
3. Direct orderly low-density residential development in a continuing rural environment.

Lot area, frontage/width and yard regulations: The AV-3 zone requires 3 acres of area per lot and 150 feet of lot width for a single-family dwelling. The proposal is a 1 lot subdivision of 7.317 acres and 531.01' of width.

Culinary and secondary water: Both culinary and secondary water will be serviced by a well. An application has been approved by the state engineer.

Secondary water by private well. If secondary water will be provided by a private well, then by default, a water allocation sufficient to water 30 percent of the lot is required unless specifically provided otherwise herein. This percent shall be increased to the actual area watered if more than 30 percent of the lot is or will be watered. This percent may be reduced to the actual percentage of the lot covered by vegetation that is not drought-tolerant or non-native wildland if:

1. All areas with drought-tolerant vegetation are provided sufficient water allocation for the vegetation type and an automatic watering system is installed that has separate valves and stations on which vegetation with similar watering needs shall be grouped, if applicable;
2. A restricted-landscape covenant is recorded to the lot that restricts the area of non-drought tolerant vegetation to the actual area allowed by the lot's water allocation, water rights, or water shares, given the water duty for crop irrigation as prescribed by the Utah Division of Water Rights, and specifies the automatic watering system requirements herein, if applicable;
3. A note is placed on the final recorded plat as required in Section 106-1-8.20; and
4. The approved Exchange Application from the Utah Division of Water Rights is submitted to the County for each well. It shall demonstrate the total acre-feet approved for each well, and demonstrate that all proposed wells within the subdivision, including all phases, were simultaneously submitted to the division for approval.

Secondary water exemption. A subdivision lot that is completely covered by pre-existing native wildland vegetation, and will remain so, is exempt from the secondary water requirements of this section as long as the pre-existing native wildland vegetation remains undisturbed in perpetuity, and is well-established in a manner that makes it relatively unlikely for noxious weed propagation. Clearing minimal area needed for buildings,

driveways, accessory uses, wildfire defensible space, and similar uses is allowed under this exemption as long as it does not result in the need for outdoor watering. The following shall be provided with the final plat:

1. A restricted-landscape covenant is recorded to the lot. The covenant shall restrict the removal or addition of living vegetation from the lot unless the owner acquires the secondary water required by this section; and
2. A note shall be placed on the final recorded plat as required in Section 106-1-8.20.

The well shall meet all of the requirements outlined in 106-4-2.010, as stated above.

Septic system: The Weber-Morgan Health department has provided a septic feasibility letter for a mound system or a packed bed media system. An application and fee must be submitted to the health department.

Public street infrastructure: ROW dedication along the entire frontage of the subdivision on 5100 north of 33', will be required, from center of road (as shown on dedication plat). The proposed subdivision will need to have curb, gutter, sidewalk, and asphalt per engineering. As a bare minimum there will need to be a deferral on the curb, gutter, sidewalk, and asphalt which has been signed by the developer, per the County Engineer.

Review Agencies: This subdivision has been reviewed by all applicable agencies including the County Engineering Division, County Surveyors, the Fire District, and the Weber Morgan Health Department. The applicant will be required to comply with review agency comments. All agencies have recommended approval.

Planning Division Recommendation

The Planning Division recommends approval of Liberty Ridge Subdivision, consisting of 1 lot. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. Deferral for curb, gutter, sidewalk, and asphalt signed by developer prior to recording.
2. Restricted Landscape Covenant signed by developer, to be recorded with the final plat.
3. The well must be pump tested for 48 hours and the well must be perfected and approved by the health department before subdivision plat is recorded.

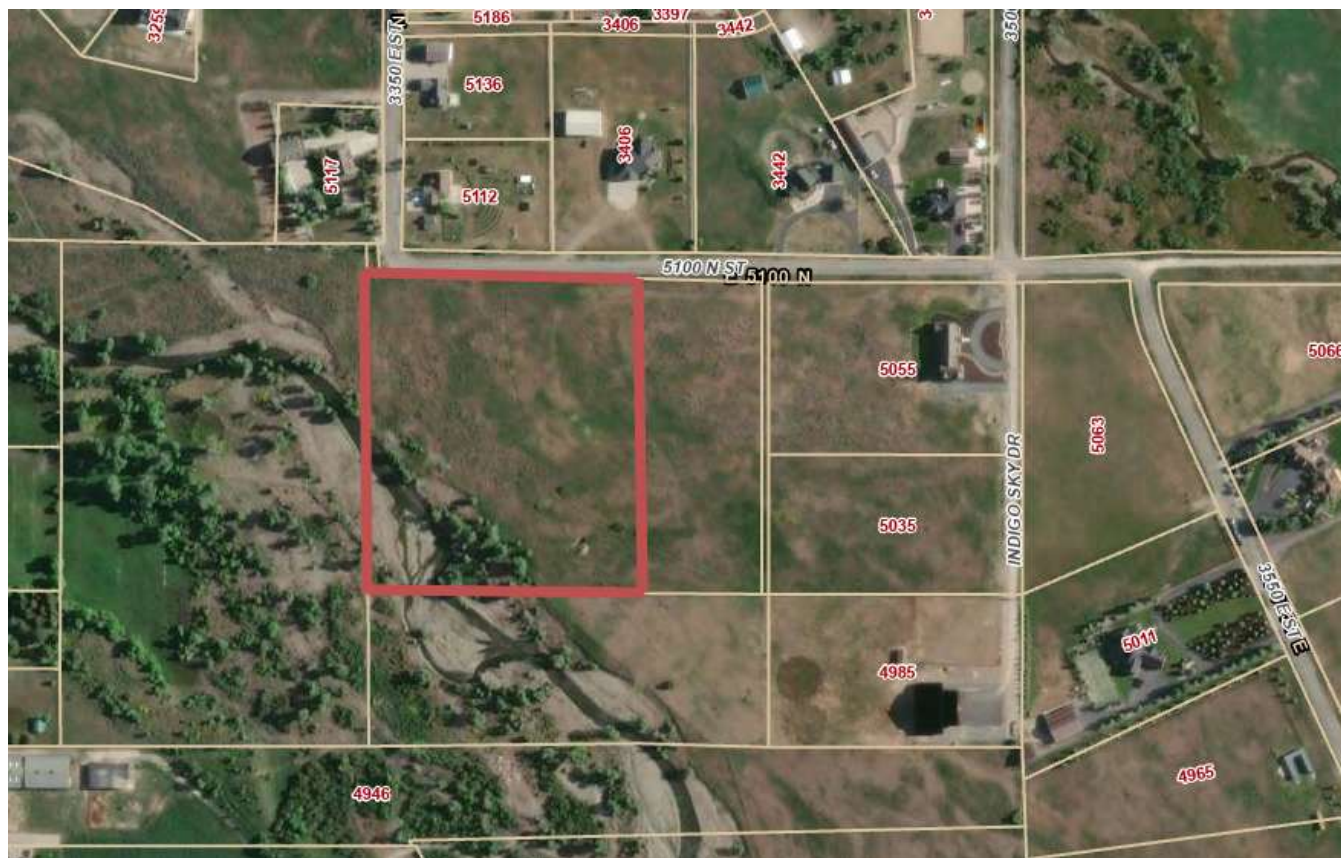
These recommendations based on the following findings:

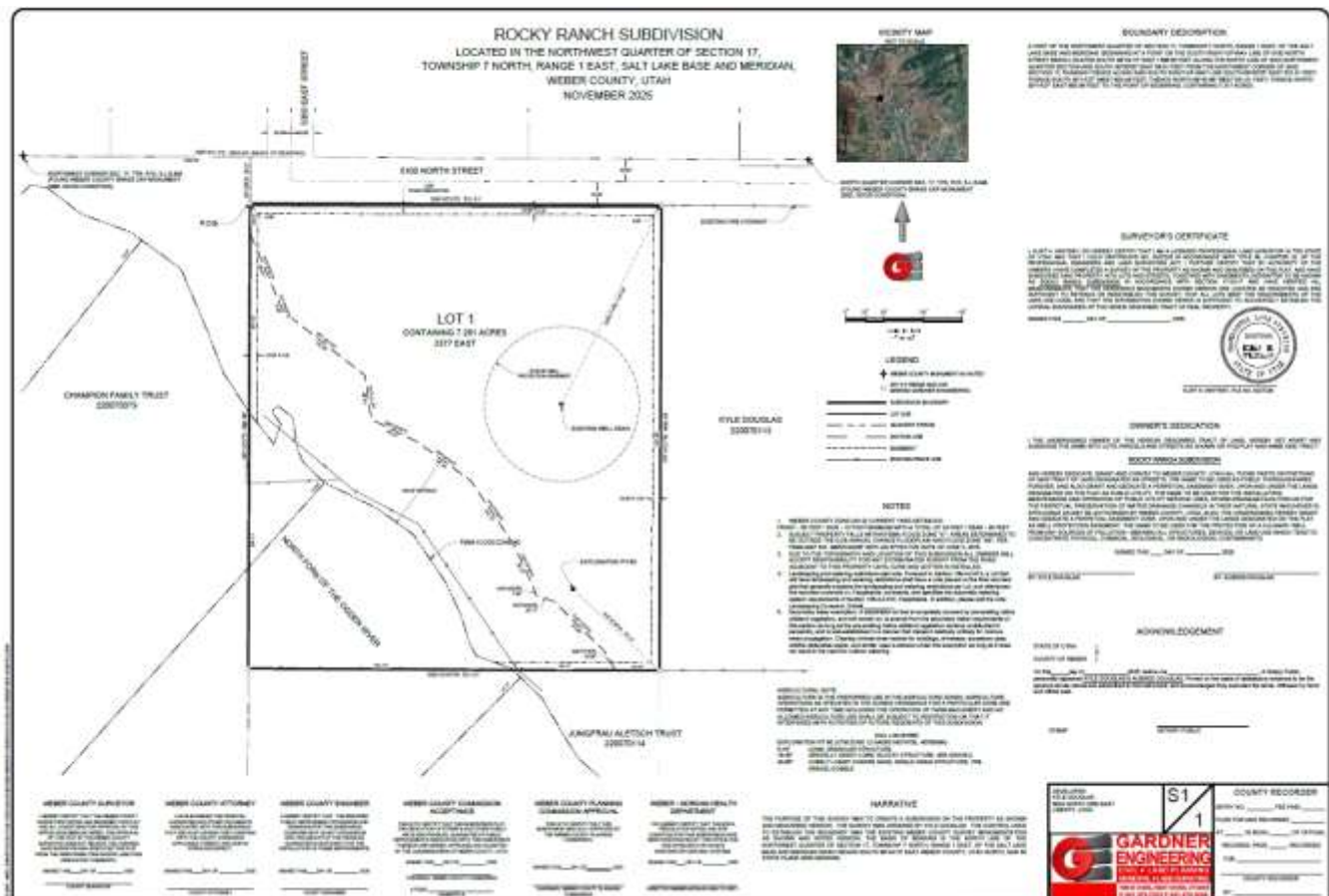
1. The proposed subdivision conforms to the Ogden Valley General Plan.
2. The proposed subdivision complies with applicable County ordinances.

Exhibits

- A. Application
- B. Will serve letters
- C. Proposed final plat

Location map







State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Water Rights
JOEL FERRY, Executive Director
TERESA WILHELMSEN, State Engineer-Division Director

ORDER OF THE STATE ENGINEER
For Exchange Application Number 35-14591 (E6683)

Exchange Application Number 35-14591 (E6683) in the names of Kyle and Aubree Douglas was filed on February 19, 2025, to exchange 0.65 acre-foot of water as evidenced by Water Right Number 35-827 (A27608) owned by the U.S. Bureau of Reclamation and a contract (Number 14071 associated with Tax I.D. Number 22-007-0112) for its use with Weber Basin Water Conservancy District. The 0.65 acre-foot of water is to be released from Pineview Reservoir and, in lieu thereof, 0.65 acre-foot of water will be diverted from the following point(s):

- (1) Well - South 294 ft West 911 ft from the N¼ Corner of Section 17, T7N, R1E, SLB&M (existing 8-inch well, 205 feet deep, drilled in 2025)

The water is to be used for the following purpose(s):

Irrigation - Sole Supply: 0.0667 acre, Group Total: 0.0667 acre, from April 1 to October 31
Domestic - Sole Supply: 1.0 equivalent domestic unit, Group Total: 1.0 equivalent domestic unit, from January 1 to December 31

The water is to be used in all or portion(s) of:

Section 17, T7N, R1E, SLB&M

Notice of the exchange application was published in the Standard Examiner on March 6 and 13, 2025. No protests were received.

It is the opinion of the State Engineer that this exchange application can be approved without adversely affecting existing rights. The applicants are put on notice that diligence must be shown in pursuing the development of this application, which can be demonstrated by the completion of the project as proposed in the exchange application.

It is, therefore, **ORDERED** and Exchange Application Number 35-14591 (E6683) is hereby **APPROVED** subject to prior rights and with the following condition(s):

- (1) The applicants shall construct or install and maintain controlling works and a measuring device as required by Utah Code § 73-5-4.
- (2) The basis for this exchange right is a contract between the applicants and Weber Basin Water Conservancy District. This contract must be maintained for this exchange to remain valid. No water may be withdrawn under this application if a contract is not in effect.

ORDER OF THE STATE ENGINEER

Exchange Application Number

35-14591 (E6683)

Page 2

- (3) Total diversion under this exchange application is limited to 0.65 acre-foot of water per year for the uses described above.
- (4) The water being exchanged shall be released from Pineview Reservoir into Ogden River as called for by the river commissioner.

The applicants are strongly cautioned that other permits may be required before any development of this application can begin and it is the responsibility of the applicants to determine the applicability of and acquisition of such permits. Once all other permits have been acquired, this is your authority to develop the water under the above referenced application which under Utah Code §§ 73-3-10 and 73-3-12, must be diligently prosecuted to completion. The water must be put to beneficial use and proof must be filed on or before May 31, 2032, or a request for extension of time must be acceptably filed; otherwise, the application will be lapsed. This approval is limited to the rights to divert and beneficially use water and does not grant any rights of access to, or use of land or facilities not owned by the applicants.

As noted, this approval is granted subject to prior rights. The applicants shall be liable to mitigate or provide compensation for any impairment of or interference with prior rights as such may be stipulated among parties or decreed by a court of competent jurisdiction.

Under the authority of Utah Code § 73-3-20, the applicants are required to submit a proof of diversion and beneficial use of water upon 60 days notification by the State Engineer. The proof shall be in the same form and contain the same elements as required for appropriation or permanent change of water under Utah Code § 73-3-16.

Proof of beneficial use is evidence to the State Engineer that the water has been fully placed to its intended beneficial use. By law, it must be prepared by a registered engineer or land surveyor, who will certify to the location, uses and extent of your water right. An Affidavit of Beneficial Use may be submitted by an applicant without hiring a proof professional if it qualifies under statute. An affidavit qualifies if all of the following criteria are met:

- (1) The water right is associated with a residence, either full- or part-time. (NOTE: Any irrigation or stock use on the affidavit must be associated with the residence.)
- (2) The water use is for a quarter acre of irrigation or less.
- (3) The water use is for the watering of ten head of livestock (or equivalent) or less.
- (4) The water use does not include any uses in addition to the three listed above.

ORDER OF THE STATE ENGINEER

Exchange Application Number

35-14591 (E6683)

Page 3

Upon the submission of proof as required by Utah Code § 73-3-16 for this application, the applicants must identify every source of water used under this application and the amount of water used from that source. The proof must also show the capacity of the sources of supply and demonstrate that each source can provide the water claimed to be diverted under this right as well as all other water rights which may be approved to be diverted from those sources.

Failure on your part to comply with the requirements of the applicable statutes may result in the lapsing of this application to appropriate.

It is the applicant's responsibility to maintain a current address with this office and to update ownership of their water right. Please notify this office immediately of any change of address or for assistance in updating ownership. Additionally, if ownership of this water right or the property with which it is associated changes, the records of the Division of Water Rights should be updated. For assistance in updating title to the water right please contact the Division at the phone number below.

Your contact with this office, should you need it, is with the Weber River/Western Regional Office in Salt Lake City. The telephone number is (801) 538-7240.

This Order is subject to the provisions of Utah Admin. Code R655-6-17 of the Division of Water Rights and to Utah Code §§ 63G-4-302, 63G-4-402, and 73-3-14 which provide for filing either a Request for Reconsideration with the State Engineer or for judicial review with the appropriate District Court. A Request for Reconsideration must be filed in writing with the State Engineer within 20 days of the date of this Order. The written request shall be filed in-person, by mail, or electronically. If the request is filed electronically it shall be submitted to: waterrights@utah.gov, which is the authorized general email for the Division. However, a Request for Reconsideration is not a prerequisite to filing for judicial review. A petition for judicial review must be filed within 30 days after the date of this Order or, if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken 20 days after the Request is filed.

Dated this 1st day of May, 2025.



Teresa Wilhelmson, P.E., State Engineer

BRIAN COWAN, MPH, LEHS
Health Officer/Executive Director

May 13, 2025



Weber County Planning Commission
2380 Washington Blvd.
Ogden, UT 84401

RE: **Parcel OWTS Feasibility Determination**
Kyle Douglas
Approx Address 3401 E 5100 N, Liberty, UT 84310
Parcel #22007112
Soil log #15681

An evaluation of the site and soils at the above-referenced address was completed by staff of this office on October 23, 2024. The exploration pit(s) is located at the referenced GPS coordinate and datum. The soil texture and structure, as classified using the USDA system, are as follows:

Exploration Pit #2 (UTM Zone 12 Nad 83 0427473 E, 4578009N)
0-16" Loam, Granular Structure
16-40" Gravelly Sandy Loam, Blocky Structure, 45% Gravel
40-85" Cobbly Loamy Coarse Sand, Single Grain Structure, 70% Gravel-Cobble

DESIGN REQUIREMENTS

The soil and percolation information for the above-referenced lot have been reviewed. Culinary water will be provided by a private well. **The placement of the well is critical so as to provide the required 100 foot protection zone.** The well will need to be dug, tested and the water supply approved prior to issuance of a wastewater disposal permit.

Anticipated ground water tables not to exceed 60 inches. Due to the cobbly loamy coarse sand, single grain structure soil horizon beginning at 40 inches below grade with a percolation rate of 2.35 minutes per inch the property fall within the range of acceptability for a Mound Treatment System with a maximum trench depth limited to 0 inches. The absorption system is to be designed using a maximum loading rate of 0.45 gal/sq. ft. /day as required for a fine sandy loam, massive structure.

or

Anticipated ground water tables not to exceed 60 inches, and soil classified as Type 1, fall within the range of acceptability for a Packed Bed Media Treatment System with non-chemical disinfection followed by a conventional trench with a maximum trench depth limited to 12 inches. The absorption system is to be designed using a maximum loading rate of 0.9 gal/sq. ft. /day as required for a loamy coarse sand, single grain structure with high cobble content soil horizon with a documented percolation rate of 2.35 minutes per inch.

Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.

The following items are required for a formal **subdivision review**; application, receipt of the appropriate fee, and a full sized copy of the subdivision plats showing the location of exploration pits and percolation tests as well as the documented soil horizons and percolation rates. A subdivision review will not occur until all items are submitted. Mylars submitted for signature without this information will be returned.

Each on-site individual wastewater disposal system must be installed in accordance with R317-4, Utah Administrative Code, Individual Wastewater Disposal Systems and Weber-Morgan District Health Department Rules. Final approval will be given only after an on-site inspection of the completed project and prior to the accomplishment of any backfilling.

Please be advised that the conditions of this letter are valid for a period of 18 months. At that time the site will be re-evaluated in relation to rules in effect at that time.

Sincerely,

Tiffany Rivera, LEHS
Environmental Health Division
801-399-7160

