

MEMO

TO: Board of Weber County Commissioners

FROM: Charlie Ewert – Planning Division

DATE: December 11, 2025

RE: *December 16, 2025 CC Meeting Agenda Item: Request for a hearing to receive public comment, and discussion and possible decision regarding an application to amend the Wolf Creek Development Agreement as it applies to property located at approximately 3301 N Wolf Creek Drive. The amendment will enable the creation of a park and ride lot and related uses to serve the Powder Mountain Ski Resort.*

The County Commission will be asked to hear and make a decision for an application to amend the Wolf Creek Development Agreement. The amendment is intended to allow property located at approximately 3301 N Wolf Creek Drive to be used as a park and ride lot (and related accessory uses) for patrons of Powder Mountain. The property is currently zoned AV-3, which on its own does not allow a parking lot to be a main use – it can only be a use accessory to a main use. Additionally, despite the AV-3 zoning, the existing DA requires the property to remain as open space. Hence their requested amendment to the DA to enable the use.

In exchange for the amendment to the development agreement, the applicant has committed to providing certain public betterments and mitigations for the community and for the site:

- Participation with the new city and stakeholders for the creation of a multi-use paved public pathway that generally parallels the Wolf Creek riparian corridor.
- Devotion of part of the property for passive recreation uses, to be open for use by the public.
- Significant land berms and vegetation to shield the property from view of existing residences on adjoining properties and to break up the view of the park lot from Highway 158.
- Dedication to UDOT to bring Highway 158's ROW to a 55.5-foot half-width.
- Building design standards that implement the "agrarian theme" of the form-based zone for all buildings onsite.
- Implementation and enforcement in cooperation with the new city of a no-idling policy, and devotion of area within a heated building for patrons waiting for transport.

If approved, each of these are detailed in and will be implemented by means of the development agreement (attached).

The Ogden Valley Planning Commission has forwarded a recommendation for denial of the rezone. Their motion is below. If the commissioners desire to review the OVPC meeting video, it can be found here: <https://www.youtube.com/watch?v=YRcyoeaw-ng&t=10060s>.

Ogden Valley Planning Commission's December 2, 2025 Motion:

Motion by Jim Morgan:

I move we forward a **negative recommendation to the county commission** for file ZDA2025-11, an application to amend the Wolf Creek Development Agreement as it applies to property currently zone AV-3 located at 3301 N Wolf Creek Road (Route 158) on the basis that the proposal is inconsistent with the Ogden Valley general Plan, is incompatible with the AV-3 zoning, and would degrade the rural character, open space, and community values the plan is intended to protect. The motion to deny is based on the following specific findings:

1. The property is zoned AV-3, agricultural valley 3-acre minimum, and lies outside any designated village center, resort master plan zone, or other high intensity commercial mixed use area as mapped in the general plan.
2. The proposed use of an approximately 800 stall parking facility and bus repair facility which constitutes a high intensity use substantially more intensive than typical agriculture or low density residential uses permitted in AV-3.
3. The general plan's community character vision explicitly describes the rural character of Ogden Valley as being defined by open view corridors, agricultural lands, dark skies, clean air and water, abundant wildlife, and small villages in defined locations. The plan states that physical development should complement not overwhelm or compete with the rural character of the Valley. By sitting the large parking facility and bus operation outside these mapped centers, the proposal would undermine the plan's goal of concentrating development where infrastructure and appropriate land use designations exist.
4. While the applicant suggests the park and ride will reduce traffic to the resort, the facility is located only five to six miles from the resort base such that public will still enter the valley by existing corridors through Ogden Canyon, North Ogden Divide, Trappers Loop, and the Eden four-way intersection. And the proposal does not eliminate or reduce the number of vehicles entering Ogden Valley by these primary access points.
5. The proposal will increase traffic congestion on Route 158 and may require another controlled intersection.
6. The increased traffic, lighting, noise, and paved area associated with the 800 car lot and bus maintenance facility would degrade the rural open space, dark sky, agricultural, and small village character that the general plan looks to preserve.
7. Because the proposed amendment and associated land use change is inconsistent with the adopted Ogden Valley general plan, specifically, the community character vision, the land use strategy, and the mapped pattern of growth, it would represent a fundamental departure from the plan's purpose of protecting rural character and concentrating development in appropriate zones. The proposal would thereby overwhelm or compete with the rural character rather than compliment it.

The motion was **seconded by Laura Warburton**.

The **motion recommending denial passed unanimously 5-0**, with planning Commissioners Barber, Morgan, Warburton, Froerer, and Burton in attendance and voting.

Memo Attachments:

1. Proposed Development Agreement (with staff edits)
2. Planning Commission Staff Report

ATTACHMENT 1 :
PROPOSED DEVELOPMENT AGREEMENT
WITH STAFF-SUGGESTED EDITS.

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

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recorder's stamp.

This AMENDMENT TO WEBER COUNTY ZONING DEVELOPMENT

~~AGREEMENT FOR THE WOLF CREEK RESORT FOR PARCEL~~ #22-021-0142 (the
"Amendment"), is made this day of _____ by and between SUMMIT
MOUNTAIN HOLDING GROUP, L.L.C., a Utah limited liability company ("SMHG"), and
WEBER COUNTY, a body politic in the State of Utah ("County"). SMHG and County are
collectively referred to as the "Parties."

RECITALS

A. County and Wolf Creek Properties, L.C., a Utah limited liability company ("Original
Developer"), entered into that certain Zoning Development Agreement dated October 11, 2002
and recorded in the Official Records of Weber County on October 22, 2002 as Entry No.
1883524, as amended by that certain Agreement Amending and Clarifying the Weber County
Zoning Development Agreement for the Wolf Creek Resort, recorded in the Official Records
of Weber County on December 4, 2015 as Entry No. 2768159, and by that certain Second
Amendment to Weber County Zoning Development Agreement for the Wolf Creek Resort
("Second Amendment"), recorded in the Official Records of Weber County on July 5, 2016 as
Entry No. 2802028.

B. Density entitlements for the Resort have been assigned to the parcels within the Resort
(each a "Development Parcel") as contemplated by the Development Agreement and in
accordance with County's land use code.

C. SMHG is the owner and developer of the Wolf Barn parcel #22-021-0142 ("Wolf Barn
Parcel"). The Wolf Barn Parcel has assigned density entitlements for 0 units. See Exhibit A for
legal description and Parcel Map.

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D. SMHG plans to develop a bus terminal, support structures, parking lot, and consider
adjacent property easements and utility improvements under the current AV-3 zoning
designation. No density allocation is needed to develop these uses.

E. The Parties intend that development of the Wolf Barn Parcel pursuant to this Amendment
will result in planning and transit benefits to the County and its residents by, among other
things, allowing development of the Wolf Barn Parcel as a bus and transit hub with parking
and support for recreational uses.

F. The development is consistent with the Ogden Valley General Plan (2016, amended 2019),
specifically addressing the needs identified in the transit accessibility and bike and pedestrian
connectivity sections. The development also aligns with Parks and Recreation Principle 1.3
and Parks and Recreation Implementation 1.3.1.

~~G.~~ SMHG desires to improve the appearance of the Wolf Barn Parcel and create a more pleasant visual setting for the site by adding landscaping and design elements that better fit the valley resort area conditions. New facilities shall mimic traditional agrarian forms, similar to barns and outbuildings as set forth in ~~Exhibit B-~~.

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G.

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H. The County acknowledges that by creating passive and active (non-motorized trail) recreation in the area shown on ~~Exhibit E~~ meets the recreation standard per the intent of the Development Agreement and Zoning.

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I. This Amendment sets forth matters regarding permitted uses, site layout and improvement development, approval of a landscape plan, lighting, and recreational uses.

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

AGREEMENT

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

recording of this Amendment.

5. Permitted Uses. As set forth in attached **Exhibit C**, in addition to all uses authorized by Weber County Code, the Development Agreement and Amendments, the following non-exhaustive list of uses is explicitly authorized as permitted uses for the Subject Property.

- 5.1. Bus/Transit Terminal (with restrooms and storage) .
- 5.2. Up to 650 parking stalls.
- 5.3. Fencing (for trespass, site protection, and as part of landscaping plans).
- 5.4. Storage/bus building & transit office with maintenance facilities.

~~5.4.~~ ~~5.5.~~ Recreation uses and easements.

~~5.5.~~ ~~5.6.~~ Public Utility improvements and infrastructure.

~~5.6.~~ ~~5.7.~~ Park area for passive recreation and paved or hard surface trail(s) and natural trail(s) for hiking and non-motorized biking.

Commented [CE2]: Is this a left over? If not, what is the intent?

6. Landscape Plan. Landscaping; Irrigation Contingency. The County approves the landscape plan attached as **Exhibit D** (the “Landscape Plan”). SMHG shall commence implementation of the Landscape Plan no later than October 1, 2027, and complete implementation no later than December 31, 2029; provided, however, that SMHG’s obligation to implement the Landscape Plan is expressly conditioned on SMHG obtaining a legally available and physically deliverable source of water for irrigation. SMHG shall use commercially reasonable best efforts to obtain such irrigation water, including applying to the service district and pursuing all other reasonably available avenues. If, despite such efforts, irrigation service is denied by the service district and no other reasonable source is available, SMHG shall not be in default for non-implementation of the Landscape Plan. SMHG shall work with the County to adopt an Alternative Landscaping Plan. The Alternative Landscaping Plan shall meet the County standards and the intent of Recital F. The Alternative Landscaping plan shall be adopted and fully implemented by December 31, 2031.

7. Dark Sky. SMHG shall minimize exterior lighting installed on the Wolf Barn Parcel by implementing the Weber County Land Use Code, Title 108, Chapter 16 – “Ogden Valley Outdoor Lighting”. Exterior lighting shall be time controlled as well as Dark Sky compliant and may be turned on: November 1 - April 20th, 6am-9am and 4:15pm-10:15pm, for emergencies, and up to five times a calendar year outside of the winter season (November-April) for operational needs. Light poles as shown on the Landscaping Plan shall be designed to be minimized in height and use Dark Sky standards to inform maximum extent of the height of the light pole. Emergency and motion detecting exterior lights that meet Dark Sky standards are allowed on the bus terminal and buildings.

8. Recreational Use. The parties acknowledge that the portion of the Wolf Barn Parcel

designated in **Exhibit E** within the Recreation Use area will be improved and enhanced to create passive recreation park uses and non motorized trail(s).

9. Outdoor Storage. Outdoor storage shall be permitted per **Exhibit C**, provided stored items are located within designated areas and screened or otherwise obscured from view from adjacent properties. Temporary storage of construction materials and equipment used for the buildout of the Site Plan per the Development Agreement are exempt from this requirement and shall remain on site during the construction phase.

9-10. Site Cleanup. The Applicant-Developer shall implement a Phased Outdoor Storage Plan phased site cleanup plan as follows:

Commented [CE3]: Don't want to accidentally infer that what is onsite today qualifies as the same thing as permitted outdoor storage.

9-1-10.1. On or before July 31, 2026 - All stored items shall be removed from the Subject Property. Removal of items pertains to equipment, crates, containers and vehicles.

Commented [CE4]: What is this exempting? Just the structures in the next sentence?

9-2-10.2. On or before December 1, 2026 all existing structures shall be removed from the Subject pProperty.

10-11. Site Design Review. Design Review and approval, pursuant to Title 108, Chapter 1, and Title 108, Chapter 2, is required prior to final approval of construction plans. The concept site plan, landscaping plan, and building designs shall be updated prior to Design Review to provide for the requirements of those chapters, as well as the following:

10-1-11.1. Berm. The proposed berm dimensions shall be shown on the final construction plans and shall exceed a minimum height of 5 feet from the base of the berm to the top of the berm. -Additional berming or parking lot elevation reduction may be needed in order to sufficiently provide screening the parking lot from view of the rear yard of the adjoining lots to the west. The intention of the berming is to screen the western neighbors from viewing the parking lot and to enhance the view corridor of across the Parcel and to break up the visibility of the Parcel from State Highway 158.

10-2-11.2. Landscaping. Site landscaping shall meet or exceed County Code 108-2.

10-3-11.3. Storage fencing. Outdoor Sstorage Ffencing shall be a minimum of 6 feet in height and shall be solid/opaque and made from non--vinyl materials.

10-4-11.4. Building design. Buildings shall comply with the minimum agrarian design standards found in the form-based zone, Code Section 104-22-6.040, in effect at the time of this Agreement's approval.

10-5-11.5. Any onsite wetlands shall be avoided and protected during construction

11-12. UDOT Compliance.

11-1-12.1. Based on UDOT's review and direction, the Applicant-Developer shall construct such traffic improvements on SR-158 as UDOT determines are necessary and required for the project.

~~11.2.12.2.~~ The County acknowledges that SR-158 is a UDOT facility and that the final configuration, length, and design of any turn lanes or similar improvements will be determined by UDOT.

~~11.3.12.3.~~ Prior to development activity commencing on the Subject Property, ~~The Developer Applicant~~ shall dedicate or otherwise convey in a manner acceptable to UDOT sufficient land along SR-158 to create a fifty-five and five tenths (55.5) foot ROW half width, or any other ROW width necessary to accommodate the required improvements to UDOT.

~~11.4.12.4.~~ If the Eden Landing development is constructed on the east side of SR-158 and UDOT requires intersection improvements and/or intersection traffic control devices to serve the combined developments, the ~~Developer Applicant~~ shall be responsible for no more than its proportionate share of the cost of such improvements, corresponding to the traffic attributable to the ~~Developer Applicant~~'s project. The proportionate share may be determined by UDOT and the County based on an accepted traffic impact analysis, or through a mutually agreed upon allocation among the affected property owners and agencies.

~~11.5.12.5.~~ The ~~Developer Applicant~~ shall not be required, as a condition of this approval, to fund or guarantee the portion of intersection improvement costs attributable to other property owners or developments. This condition shall be deemed satisfied upon the ~~Developer Applicant~~'s funding and/or construction of its proportionate share of the required intersection improvements, as determined through the process above.

Commented [CE5]: I got this number directly from UDOT permits manager.

Commented [CE6]: I was hoping to get a little more than proportionate share as part of this negotiation. Any wiggle room or ideas?

Commented [CE7]: Same comment. Not necessarily looking to get other forthcoming development's impacts funded, but maybe some sort of betterment for the existing community. Open to ideas.

~~12.13.~~ Water & Sewer.

~~12.1.13.1.~~ The ~~Developer Applicant~~ shall finalize the necessary water and sewer service agreements after final Design Review approval, and prior to issuance of building permits, construction permits, and/or recordation of any final subdivision plats associated with the project.

13.2. This timing acknowledges that final Design Review approval is needed to establish the specific scope, intensity, and phasing of development, which in turn determines the project's precise water and sewer demands. The ~~Developer Applicant~~ and the service provider(s) may revisit and amend the applicable agreements over time as project phasing, intensity, or demand characteristics evolve, subject to all applicable regulations and approvals.

~~12.2.~~

14. Public Recreation and Pathway. The ~~Applicant Developer~~ shall complete the onsite public park and public pathway improvements by 12/31/2028. The ~~Applicant Developer~~ shall also participate-collaborate with Ogden Valley City and other stakeholders into acquiring and locating a public multi-use trail-pathway right-of-way or easement running generally parallel to Wolf Creek and connecting the Parcel Subject Property south to via a pathway to State Highway 162 and north to the power line corridor (Parcel 220150002). Once a

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contiguous right-of-way or easement is secured to Highway 162, the Developer shall install, or cause to be installed, a 10-foot-wide paved multi-use pathway from the Subject Property to Highway 162. Likewise, once a contiguous right-of-way or easement is secured to Parcel 220150002, the Developer shall install, or cause to be installed, a 10-foot-wide paved multi-use pathway from the Subject Property to that parcel. If the acquired right-of-way or easement is insufficient to accommodate a 10-foot pathway, the pathway width may be reduced to the maximum right-of-way or easement width reasonably obtainable. The right-of-way or easement and the pathway improvements shall be configured in a manner that meets minimum standards of the Americans with Disabilities Act.

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15. Car idling. The Developer~~Applicant~~ shall implement ~~no~~-idling restrictions and work with Ogden Valley City to create policies for enforcement. In addition, the bus terminal structure shown on Exhibit B shall function as a waiting/warming facility and is intended to accommodate approximately twenty (20) individuals at one time. If demand for waiting/warming space exceeds this capacity more than 50% of the winter operating season for more than half of the scheduled transit stops at the Wolf Barn, the Developer~~Applicant~~ shall make the "former Wolf Barn replacement structure" (as shown on Exhibit B) available for use as an additional waiting/warming area to ensure adequate warming space is provided outside of vehicles.

16. Indemnification.

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16.1. Developer agrees to indemnify and hold Weber County harmless from any claims arising from the design or construction of improvements.

16.2. To the maximum extent permissible by law, the Parties intend for the rights granted by this Agreement to be vested and binding on the Parties and their successors; however, it is expressly understood that a court may disagree, and the County does not guarantee, and cannot guarantee, that Applicant's rights under this agreement will be binding after the incorporation of the area that includes the Property.

17. Authority. The Parties each warrant that they have all of the necessary authority to execute this Agreement.

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14. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment

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COUNTY

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WEBER COUNTY

Commission Chair

ATTEST: _____

County Clerk/Auditor

Office of the County Attorney

Approved as to form and legality

DEVELOPER

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SUMMIT MOUNTAIN HOLDING GROUP, LLC, a Utah limited liability company.

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By: _____

Name: _____

Its: _____

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MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH _____)

:SS

COUNTY OF SALT LAKE _____)

On this _____ day of _____, 202_____, personally appeared _____ before me, duly sworn, did say that he is the _____ of SUMMIT MOUNTAIN HOLDING GROUP, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

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NOTARY PUBLIC

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Signed and Dated _____ day of _____, 2025

WEBER COUNTY, UTAH

By: _____ Name: _____ Its: _____

STATE OF UTAH _____>

ss:

COUNTY OF WEBER _____>

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, who is the _____ of WEBER COUNTY, UTAH.

NOTARY PUBLIC

Residing at _____

My Commission Expires:

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

Signed and Dated _____ day of _____, 2025

~~SUMMIT MOUNTAIN HOLDING GROUP, LLC a Utah limited
liability company~~

By: _____ Name: _____ Its: _____

~~STATE OF UTAH _____)~~

~~±ss:~~

~~COUNTY OF _____)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____,
2025, by _____, who is the _____ of WEBER COUNTY, UTAH.~~

~~NOTARY PUBLIC~~

~~Residing at _____~~

~~My Commission Expires:~~

EXHIBIT A
Legal Description

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

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

Also less and excepting therefrom:

That portion of the Northwest Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, located in the County of Weber, State of Utah described as follows: Commencing at the Northwest corner of said Section 27, thence South 89°07'33" East 202.25 feet along the Northerly line of said Section 27, thence South 00°00'00" East 323.14 feet to an existing fence and the point of beginning, thence South 76°39'20" East 466.04 feet along said

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

Also Less and excepting therefrom:

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

Also less and excepting therefrom:

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

Also Less and Excepting therefrom:

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

Also Less and Excepting therefrom:

Beginning at a point on the Easterly line of Mountain View Estates No.6 Subdivision as recorded in the Office of the Weber County Recorder, said point being South 89°35'04" East along the Section line 1523.52 feet and North 2455.90 feet from the Southwest corner of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian and running thence along said Easterly line the following three courses: 1) North 29°14'59" West 5.44 feet, 2) South 82°19'05" West 15.75 feet, 3) North 24°05'32" West 123.99 feet to the Southeasterly corner of Mountain View Estates No.7 Subdivision, as recorded in the Office of the Weber County Recorder; thence North 22°58'57" West along the Easterly line and line extended of said Mountain View Estates No.7 Subdivision a distance of 237.37 feet to a point on the Easterly line of Mountain View Estates No.8 Subdivision, as recorded with the Office of the Weber County Recorder; thence North 20°32'25" West 88.89 feet to the Southeasterly corner of Mountain View Estates No.9 Subdivision, as recorded in the Office of 107784 This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may

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

Also Less and Excepting therefrom:

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

Also Less and Excepting therefrom:

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

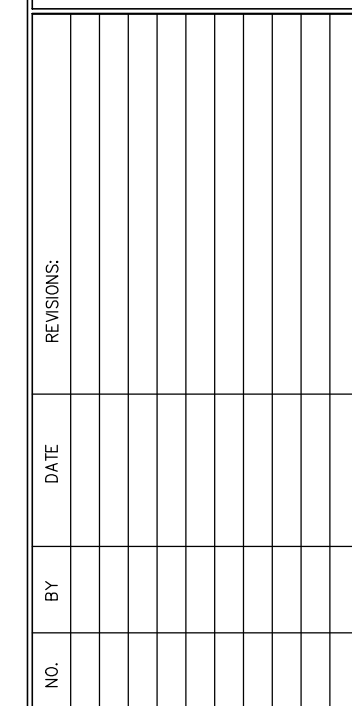
Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.9 Subdivision.

Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.8 Subdivision.

Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.7 Subdivision.

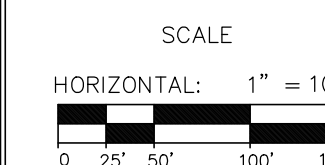
Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.6 Subdivision

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



ALTA/NSPS SURVEY
PARCEL NO. 22-021-0142
ADDRESS UNASSIGNED, EDEN, UTAH

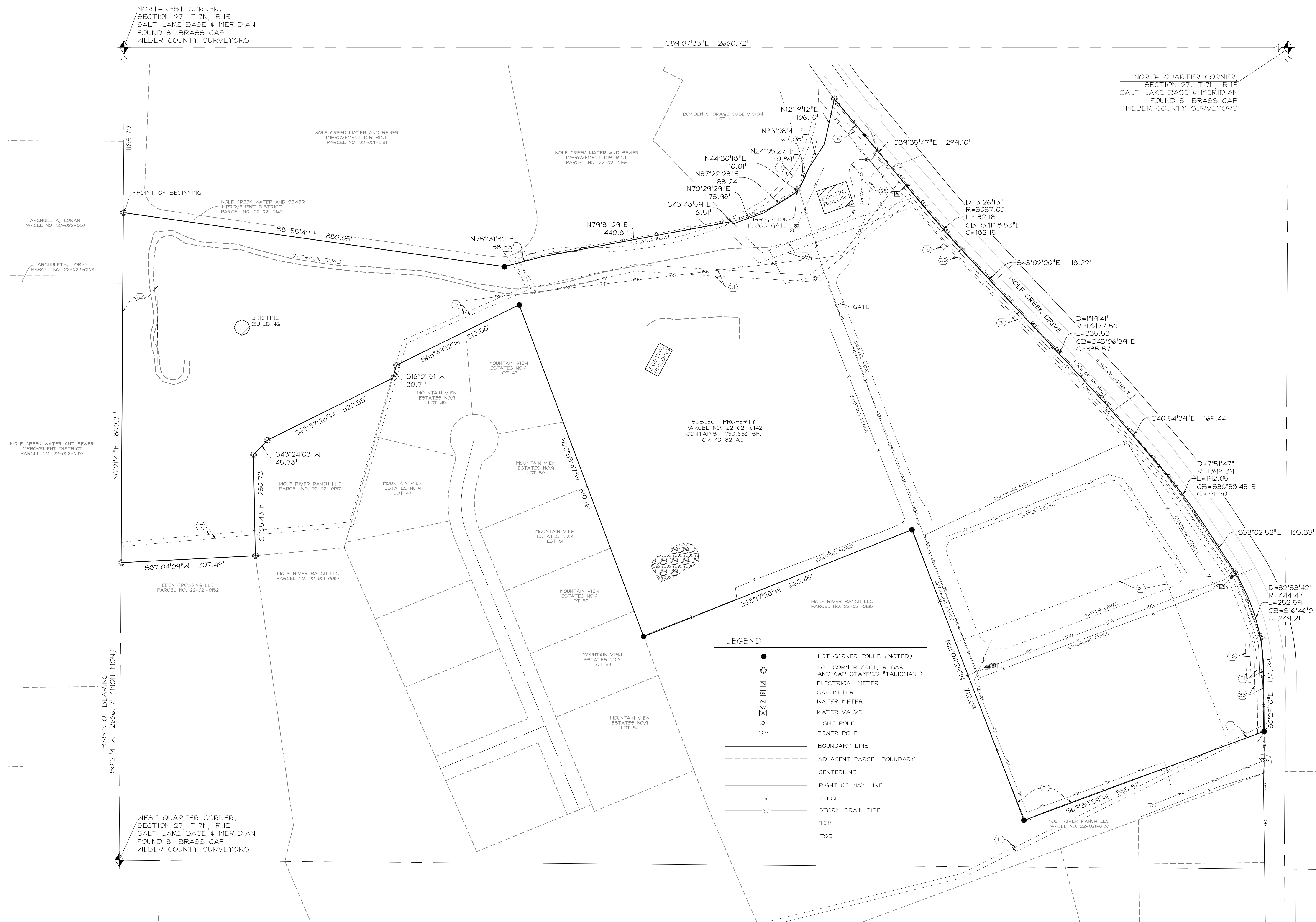
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SHEET NUMB

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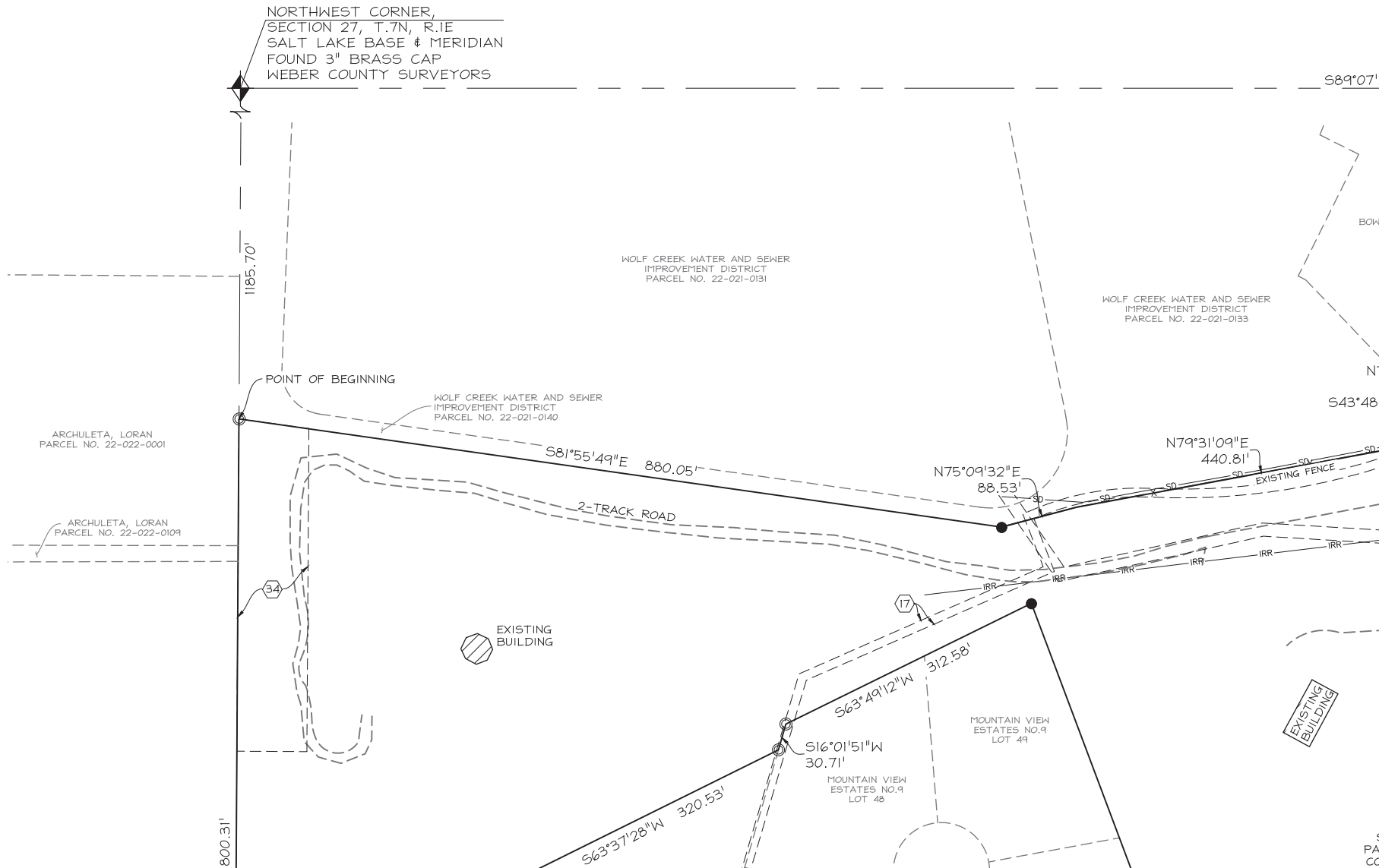
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ALTA/NSPS LAND T

NORTHWEST 1/4 OF SECTION 27

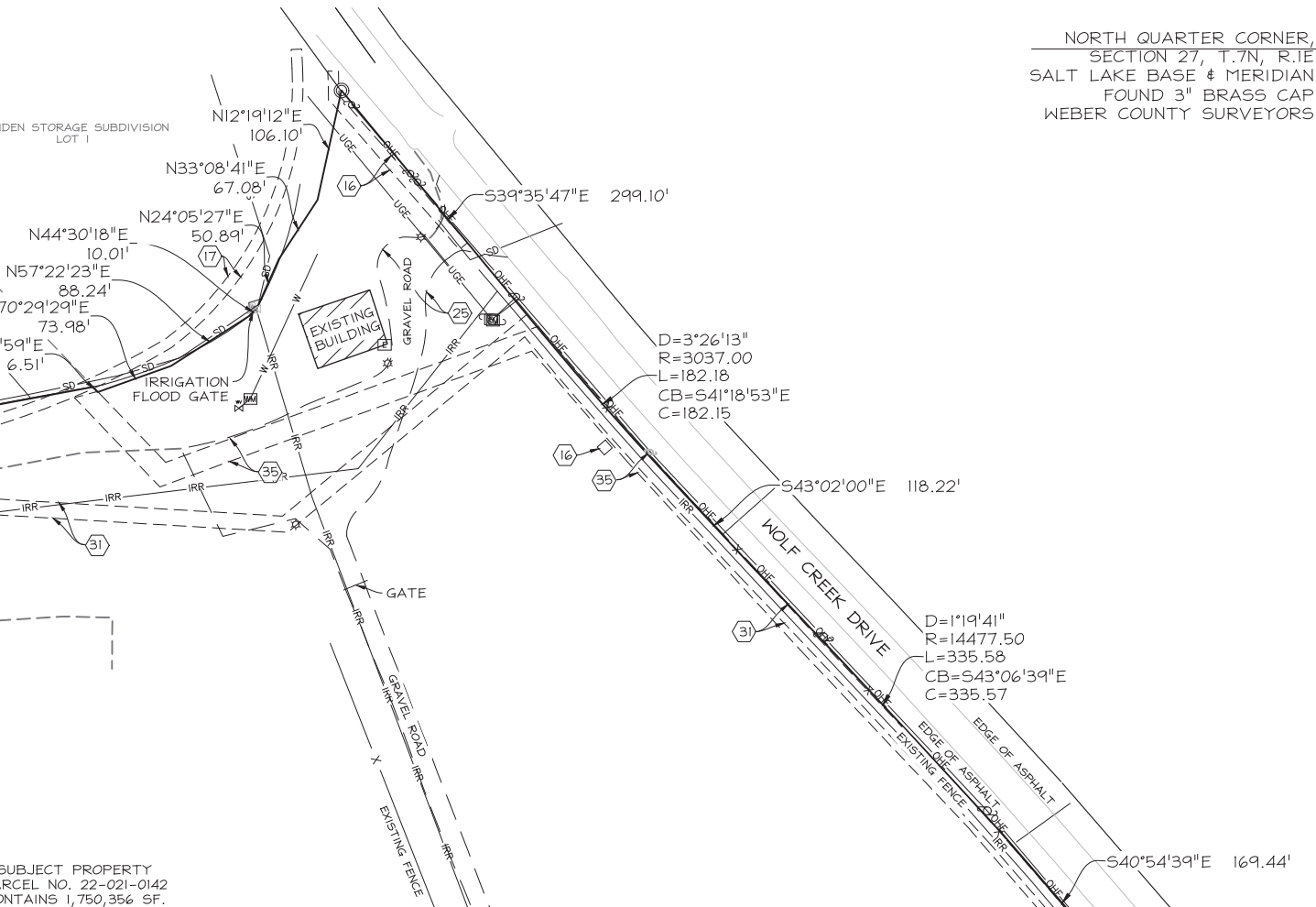
AUGUST 2025



TITLE SURVEY

, T.7N., R.1E., SLB#M

33"E 2660.72'



1588 SOUTH MAIN STREET
 SUITE 200
 SALT LAKE CITY, UT 84115
 801.743.1300

REVISIONS:

DATE

BY

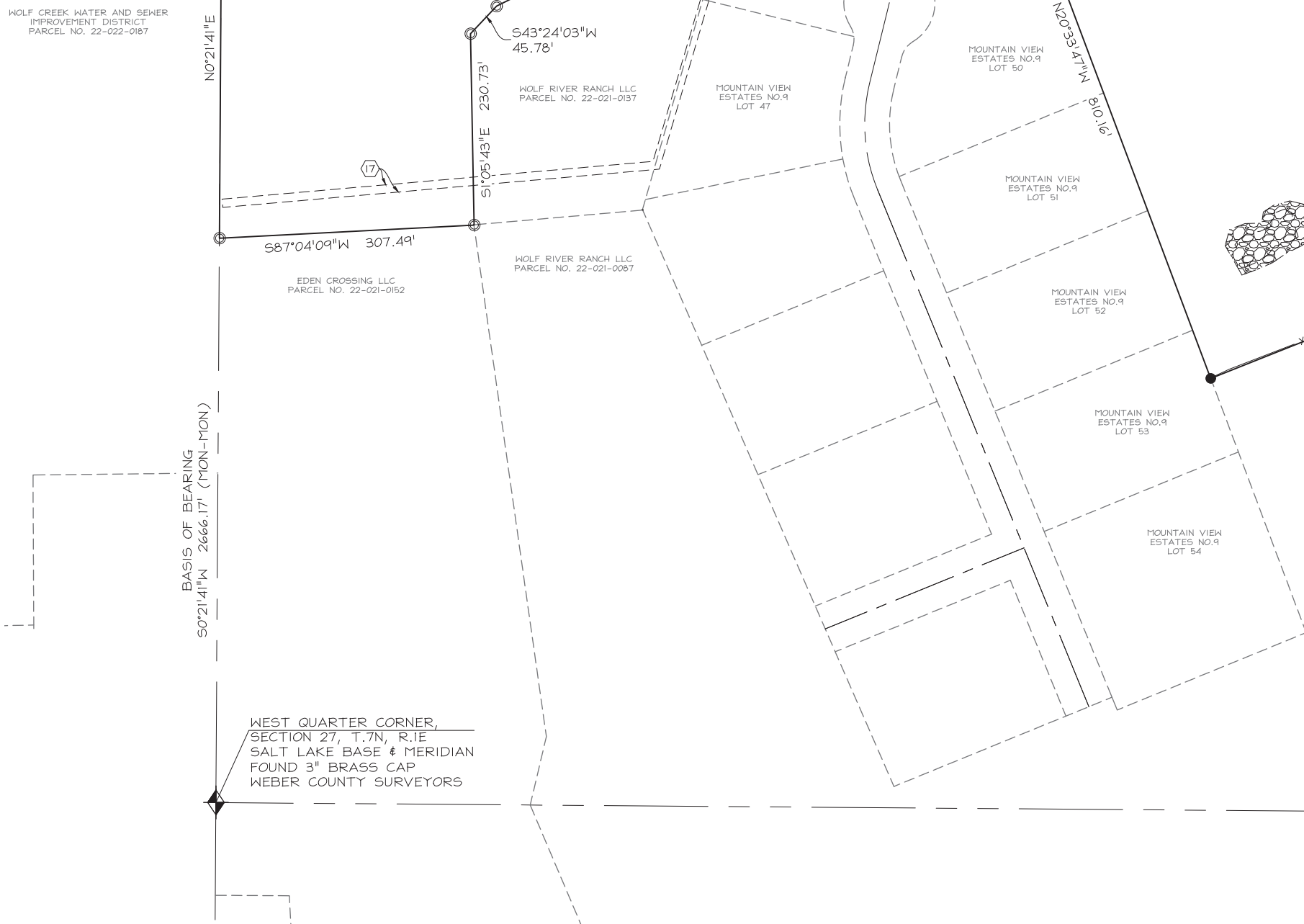
NO.

SURVEY

22-021-0142

EDEN, UTAH

DATE SUBMITTED: 2025-08-11



LEGEND

●	LOT CORNER FOUND (NOTED)
○	LOT CORNER (SET, REBAR AND CAP STAMPED "TALISMAN")
EM	ELECTRICAL METER
GM	GAS METER
WM	WATER METER
WV	WATER VALVE
☆	LIGHT POLE
⊕	POWER POLE
—	BOUNDARY LINE
- - -	ADJACENT PARCEL BOUNDARY
- · - · -	CENTERLINE
- - - - -	RIGHT OF WAY LINE
- X -	FENCE
- SD -	STORM DRAIN PIPE
	TOP
	TOE

WOLF RIVER RANCH LLC
PARCEL NO. 22-021-0138

WOLF RIVER RANCH LLC
PARCEL NO. 22-021-0138

D=7°51'47"
R=1399.39
L=192.05
CB=536°58'45"E
C=191.90

D=32°33'42"
R=444.47
L=252.59
CB=516°46'01"E
C=249.21

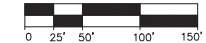
ALTAINSPS
PARCEL NO. 22-021-0138
ADDRESS UNASSIGNED

TCC JOB NUMBER: 25-220.07



SCALE

HORIZONTAL: 1" = 100'

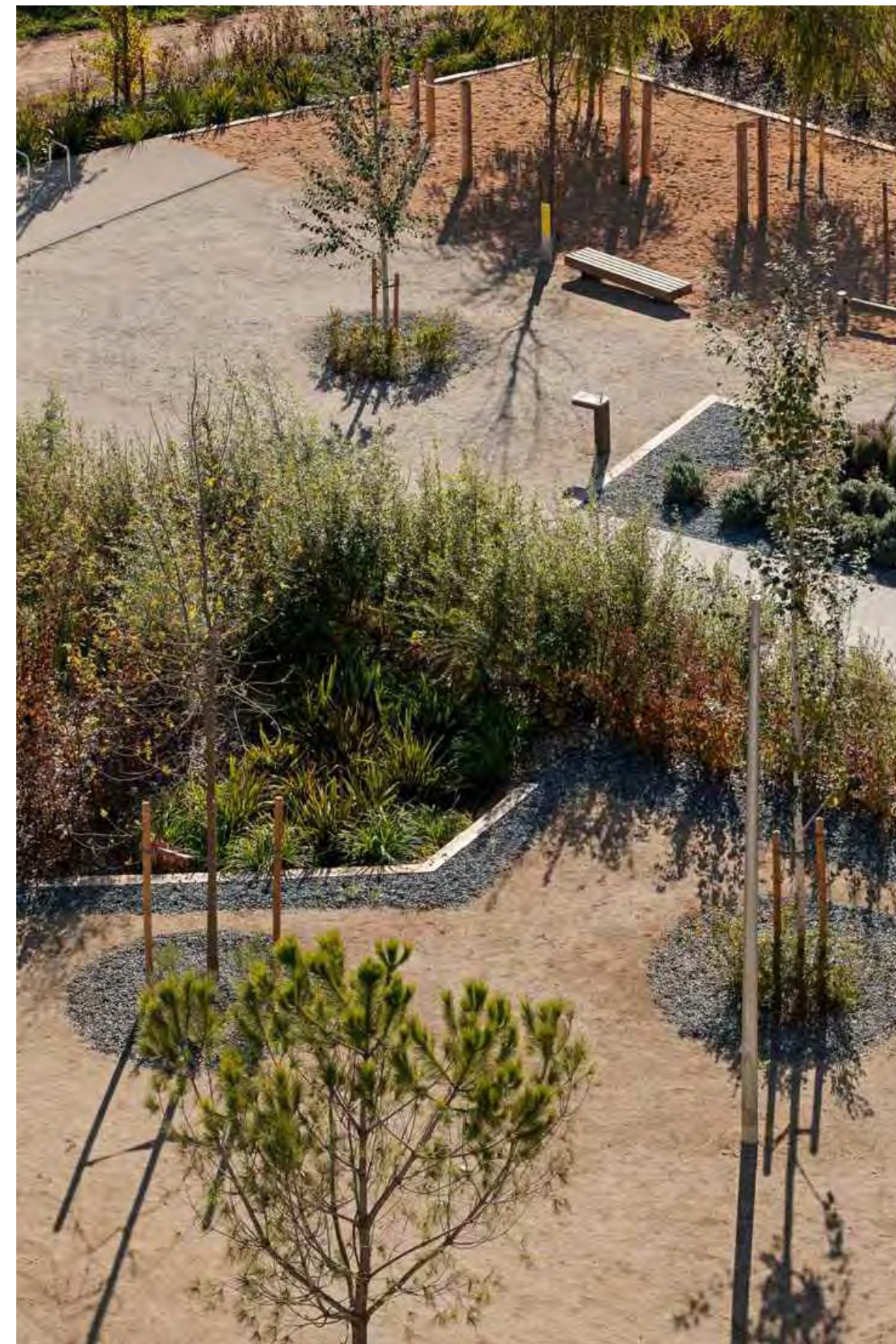


SHEET NUMBER

2

2 OF 2

EXHIBIT B
Design Aesthetic



POWDER WOLF BARN PARCEL

DESIGN AESTHETIC

MAP DATE: NOVEMBER 12, 2025

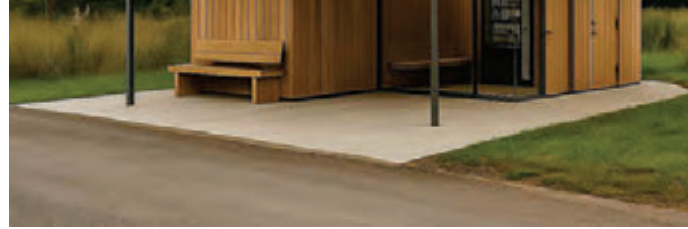
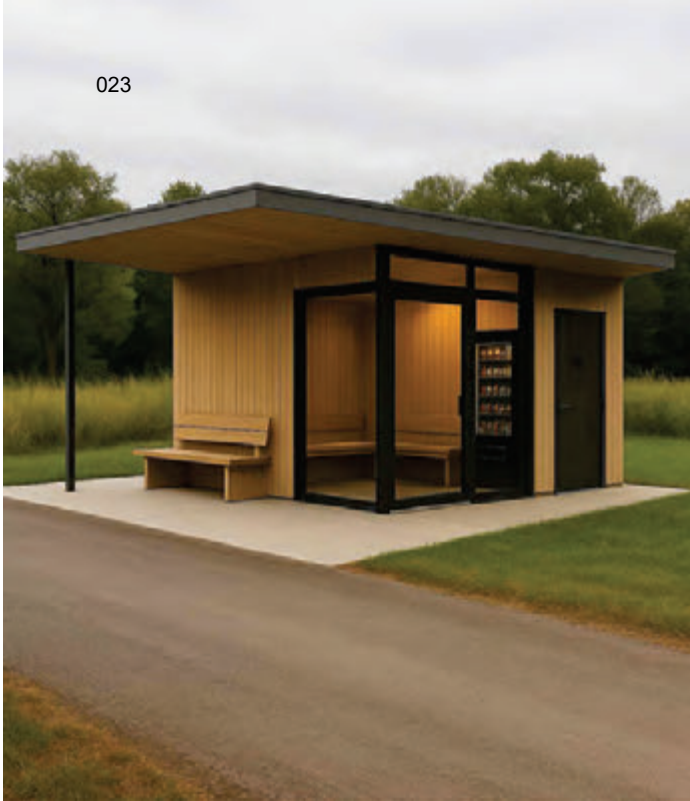
NEW FACILITIES WILL MIMIC TRADITIONAL AGRARIAN FORMS SIMILAR TO BARNs AND OUTBUILDINGS. STRATEGIC LANDSCAPING AND BERMING WILL BE USED THROUGHOUT THE SITE, WITH PARTICULAR CARE GIVEN TO AREAS VISIBLE FROM NEARBY RESIDENCES TO ENSURE A VISUALLY PLEASING AND RESPECTFUL INTEGRATION WITH THE SURROUNDING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







023



POWDER WOLF BARN PARCEL

DESIGN AESTHETIC

MAP DATE: NOVEMBER 12, 2025

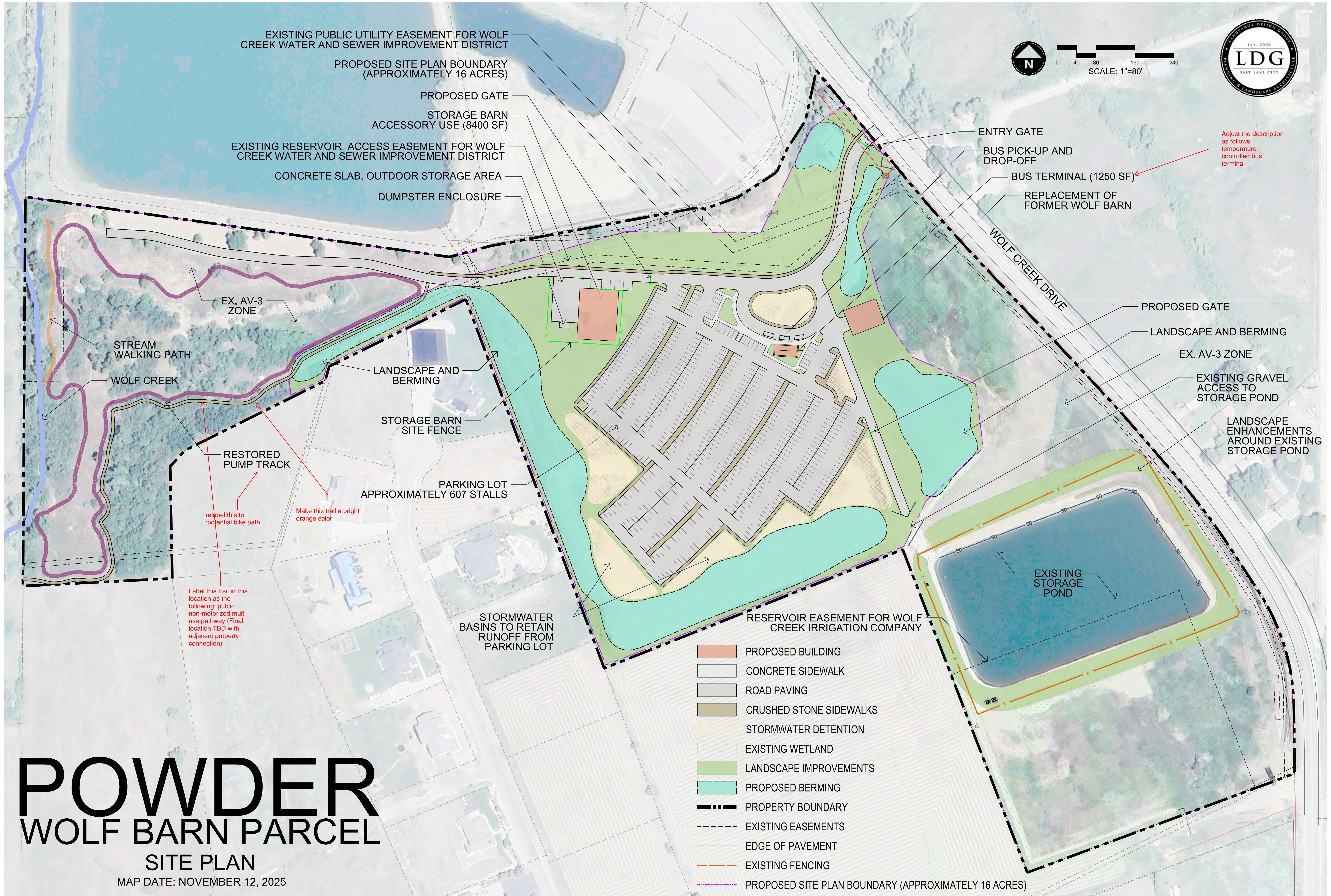
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LANDSCAPING AND BERMING WILL BE U
SITE, WITH PARTICULAR CARE GIVEN TO
NEARBY RESIDENCES TO ENSURE A VIS
RESPECTFUL INTEGRATION WITH THE S



AL AGRARIAN FORMS
S. STRATEGIC
USED THROUGHOUT THE
O AREAS VISIBLE FROM
SUALLY PLEASING AND
SURROUNDING COMMUNITY.



EXHIBIT C
Permitted Uses



027

POTENTIAL
BIKE PATH

PUBLIC NON-MOTORIZED
MULTI-USE PATHWAY
(FINAL LOCATION TBD
WITH ADJACENT
PROPERTY CONNECTION)

PARKING LOT
APPROXIMATELY 607 STALLS

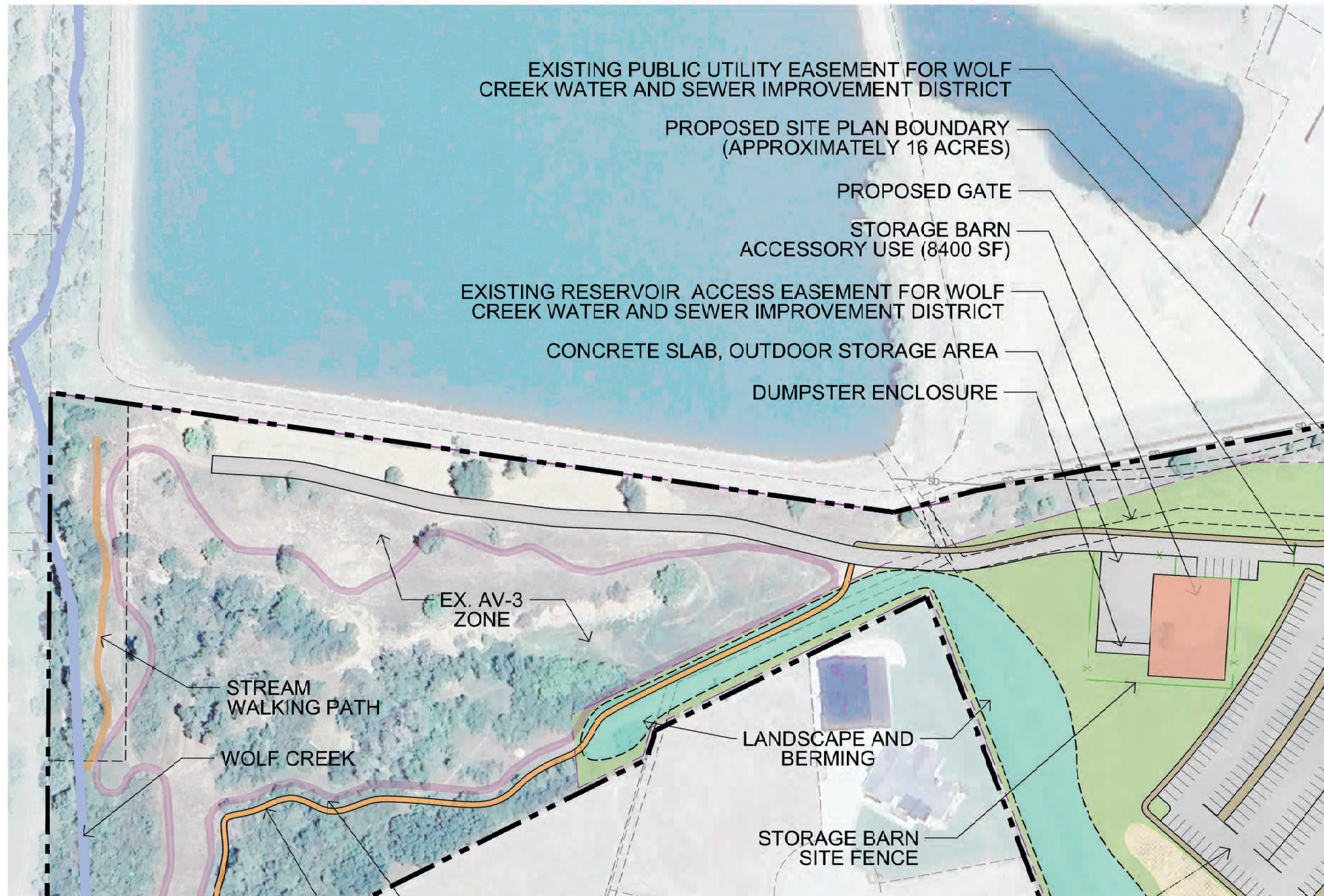
STORMWATER
BASINS TO RETAIN
RUNOFF FROM
PARKING LOT

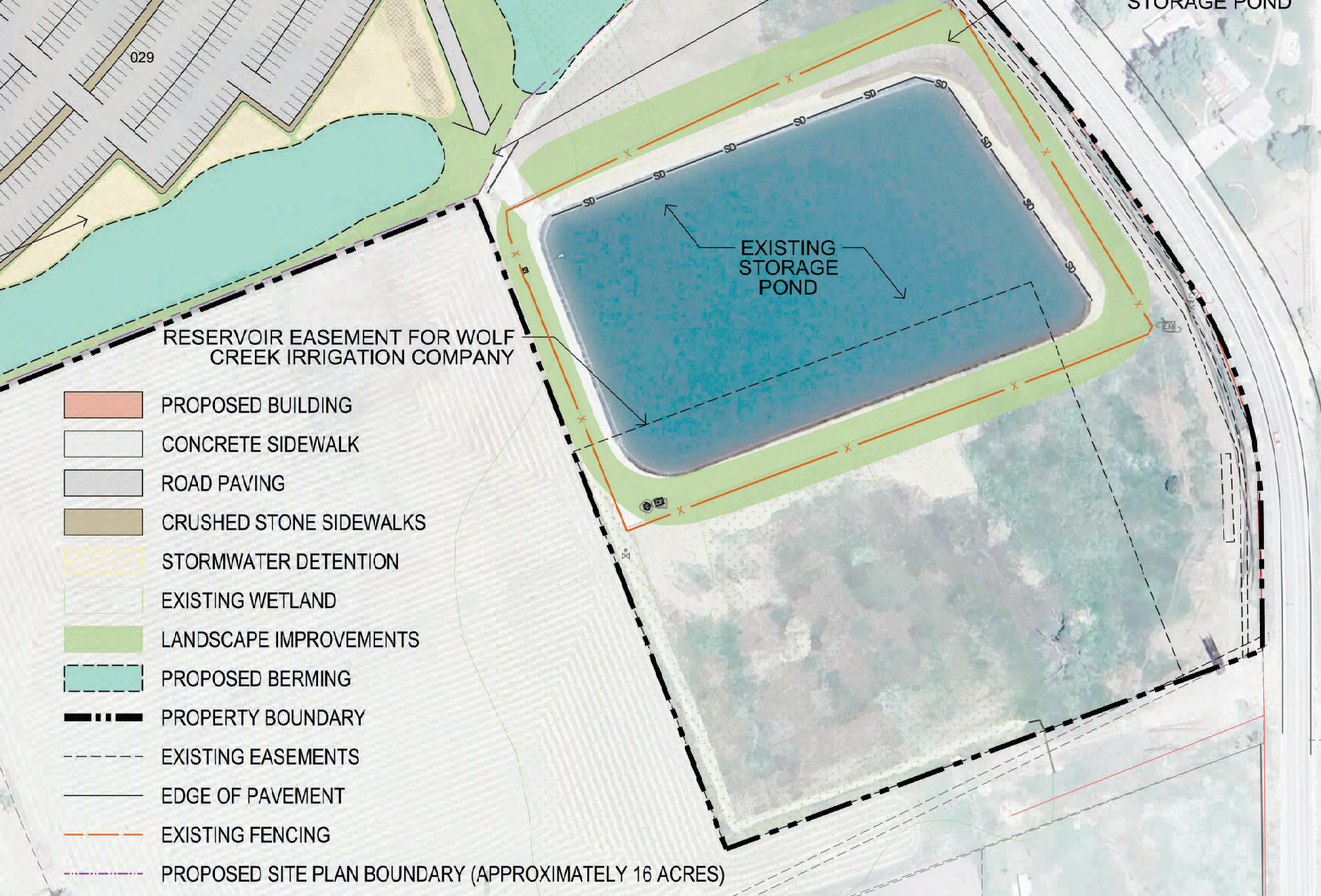
POWDER

WOLF BARN PARCEL

SITE PLAN

MAP DATE: DECEMBER 09, 2025





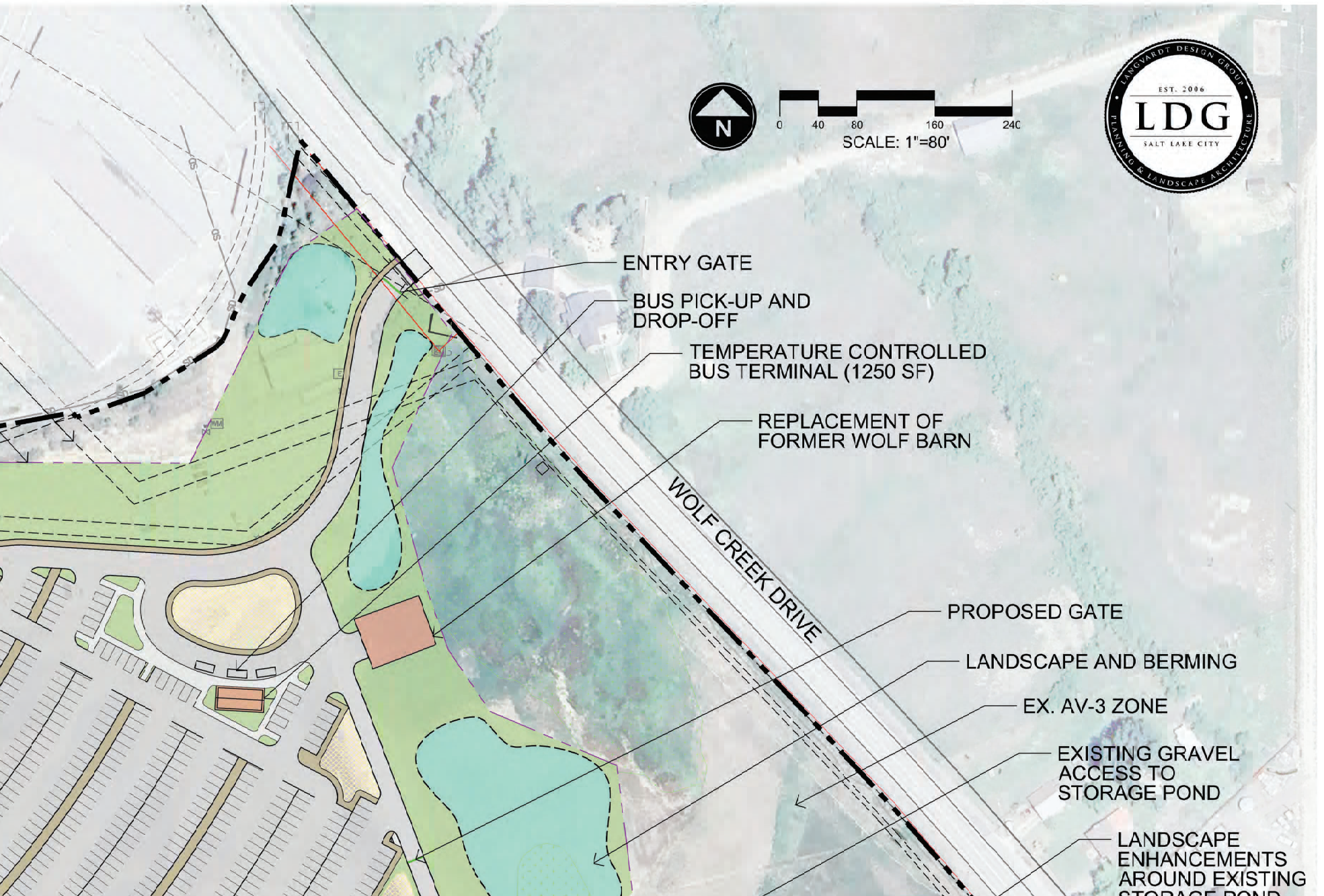
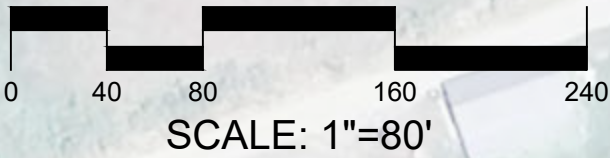















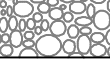

EXHIBIT D
Landscape Plan

THE LANDSCAPE SHALL PROVIDE YEAR-ROUND VISUAL SCREENING OF PARKING AND SITE OPERATIONS, ACHIEVE A LAYERED NATIVE AESTHETIC USING DROUGHT-TOLERANT SPECIES AND UNDULATING EARTHEN BERMS AS THE PRIMARY SCREENING ELEMENTS. FINAL COUNTS, SIZES, AND SPACING TO BE CONFIRMED WITH THE LANDSCAPE CONSULTANT. IRRIGATION & PLANT SCHEDULE ARE PENDING SITE CONDITIONS, IRRIGATION AVAILABILITY AND REVIEW BY A LICENSED LANDSCAPE ARCHITECT



IRRIGATION & ESTABLISHMENT: PROVIDE TEMPORARY IRRIGATION TO ESTABLISH PLANTINGS DURING THE FIRST 2-3 GROWING SEASONS. AFTER ESTABLISHMENT, CONVERT TO SELECTIVE/LIMITED IRRIGATION ONLY AS NEEDED FOR PLANT HEALTH AND CODE COMPLIANCE. USE HIGH-EFFICIENCY SYSTEMS.

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY	
TREES					
	Pp	Pinus edulis Pinyon Pine	10' Ht.	9	
	Pm	Prunus virginiana melanocarpa Western Chokecherry	2" Cal.	25	
	Qm	Quercus macrocarpa Burr Oak	15 gal.	10	
		SUBTOTAL:		44	
EVERGREEN TREES					
	Pg	Picea pungens 'Glaucua' Colorado Blue Spruce	2" Cal.	16	
		SUBTOTAL:		16	
SHRUBS					
	Jf	Juniperus chinensis 'Sea Green' Sea Green Juniper	---	106	
	Pw	Philadelphus lewisii Wild Mock Orange	---	26	
	Pf	Pyracantha angustifolia Firethorn	---	64	
	Gl-5	Rhus aromatica 'Gro-Low' Gro-Low Fragrant Sumac	5 gal.	24	
	Wr-2	Rosa woodsii Woods Rose	2 gal.	111	
	Aw-2	Salix purpurea 'Nana' Dwarf Arctic Willow	5 gal.	13	
		SUBTOTAL:		344	
GRASSES					
	Ck	Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	5 gal.	50	
	Og-1	Helictotrichon sempervirens Blue Oat Grass	1 gal.	49	
		SUBTOTAL:		99	
PERENNIALS					
	Rs-1	Perovskia abrotanoides 'Prime Time' Russian Sage	1 gal.	11	
		SUBTOTAL:		11	
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
GROUND COVERS					
	Sm	3" Large Landscape Stone See Landscape Details	3"		3,246 sf
	Ns- hs	Native Revegetation Mix Cabin Seed Mix from Granite Seed	Hydroseed		410,542 sf
		SUBTOTAL:			413,788 sf

EARTHEN BERM: INSTALL AN UNDULATING EARTHEN BERM ACROSS KEY FRONTAGES TO CREATE VISUAL INTEREST AND BUFFERING. HEIGHT: VARIABLE, NO FIXED DIMENSION (FINAL PROFILE TO BE SHAPED TO SITE CONDITIONS). BLEND BERMS INTO ADJACENT GRADES WITH SMOOTH TRANSITIONS.

MAINTENANCE: MAINTAIN BERM INTEGRITY, PRUNE FOR STRUCTURE AND CLEARANCE, CONTROL WEEDS, AND REPLENISH MULCH AS NEEDED. REPLACE FAILED PLANT MATERIAL IN-KIND DURING THE WARRANTY PERIOD

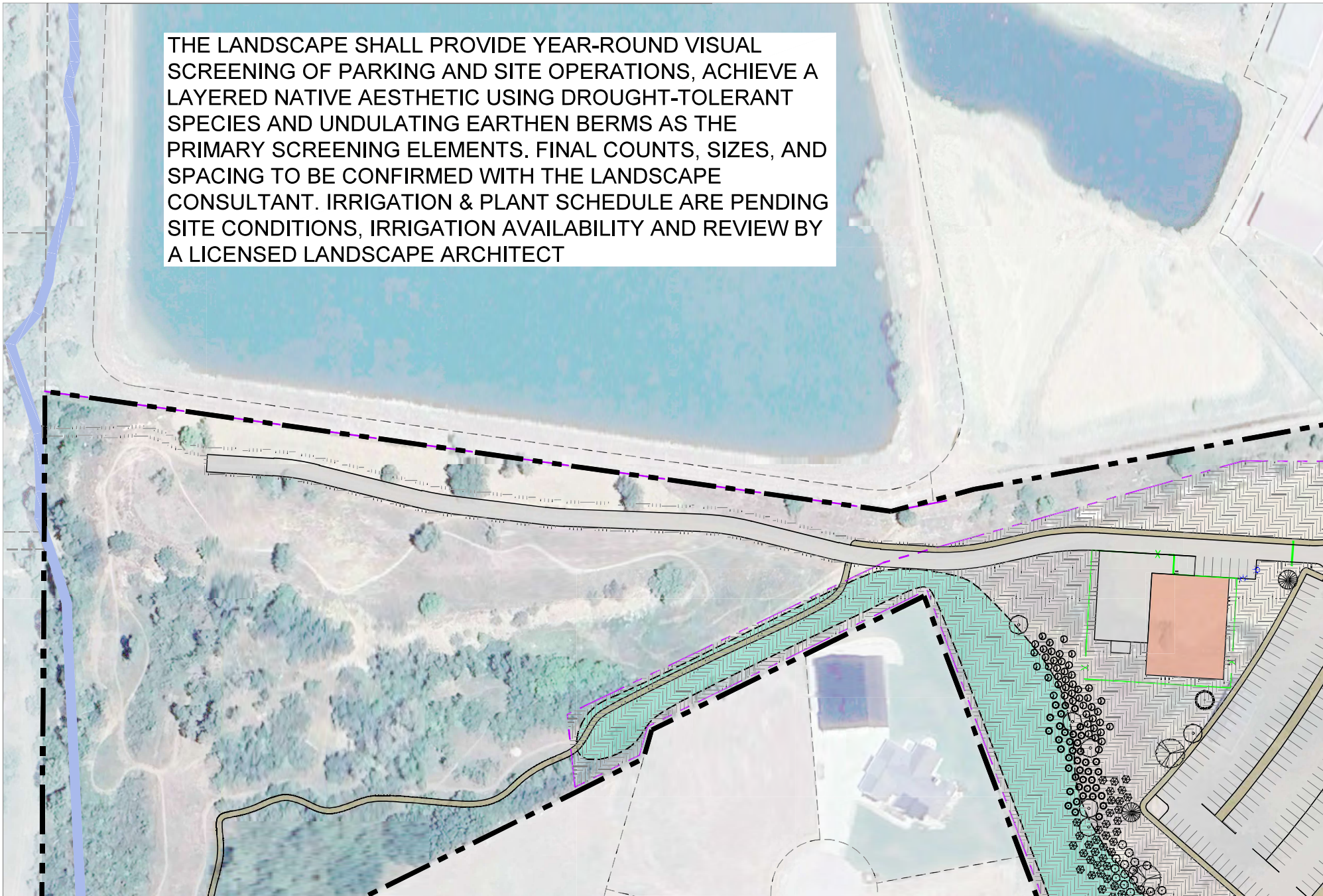
POWDER WOLF BARN PARCEL

LANDSCAPE PLAN

MAP DATE: NOVEMBER 12, 2025

- PROPOSED BUILDING
- CONCRETE SIDEWALK
- ROAD PAVING
- CRUSHED STONE SIDEWALKS
- STORMWATER DETENTION
- EXISTING WETLAND
- LANDSCAPE IMPROVEMENTS
- PROPOSED BERMING
- PROPERTY BOUNDARY
- EXISTING EASEMENTS
- EDGE OF PAVEMENT
- EXISTING FENCING
- PROPOSED SITE PLAN BOUNDARY (APPROXIMATELY 16 ACRES)

THE LANDSCAPE SHALL PROVIDE YEAR-ROUND VISUAL SCREENING OF PARKING AND SITE OPERATIONS, ACHIEVE A LAYERED NATIVE AESTHETIC USING DROUGHT-TOLERANT SPECIES AND UNDULATING EARTHEN BERMS AS THE PRIMARY SCREENING ELEMENTS. FINAL COUNTS, SIZES, AND SPACING TO BE CONFIRMED WITH THE LANDSCAPE CONSULTANT. IRRIGATION & PLANT SCHEDULE ARE PENDING SITE CONDITIONS, IRRIGATION AVAILABILITY AND REVIEW BY A LICENSED LANDSCAPE ARCHITECT





IRRIGATION & ESTABLISHMENT: PROVIDE TEMPORARY IRRIGATION TO ESTABLISH PLANTINGS DURING THE FIRST 2-3 GROWING SEASONS. AFTER ESTABLISHMENT, CONVERT TO SELECTIVE/LIMITED IRRIGATION ONLY AS NEEDED FOR PLANT HEALTH AND CODE COMPLIANCE. USE HIGH-EFFICIENCY SYSTEMS.

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
TREES				
	Pp	Pinus edulis Pinyon Pine	10' Ht.	9
	Pm	Prunus virginiana melanocarpa Western Chokeberry	2" Cal.	25
	Qm	Quercus macrocarpa Burr Oak	15 gal.	10
		SUBTOTAL:		44
EVERGREEN TREES				
	Pg	Picea pungens 'Glauca' Colorado Blue Spruce	2" Cal.	16
		SUBTOTAL:		16
SHRUBS				
	Jf	Juniperus chinensis 'Sea Green' Sea Green Juniper	---	106
	Pw	Philadelphus lewisii Wild Mock Orange	---	26
	Pf	Pyracantha angustifolia Firethorn	---	64
	GLS	Rhus aromatica 'Gro-Low'	5 gal.	24

An aerial photograph of a residential area with various houses and streets. Overlaid on the map are several landscape plan elements: a dashed line indicating a property boundary, a solid line with a wavy pattern representing an earthen berm, and a green hatched area with small tree symbols indicating a planting zone. A small number '035' is visible in the top left corner of the map.






EARTHEN BERM: INSTALL AN UNDULATING EARTHEN BERM ACROSS KEY FRONTAGES TO CREATE VISUAL INTEREST AND BUFFERING. HEIGHT: VARIABLE, NO FIXED DIMENSION (FINAL PROFILE TO BE SHAPED TO SITE CONDITIONS). BLEND BERMS INTO ADJACENT GRADES WITH SMOOTH TRANSITIONS.

MAINTENANCE: MAINTAIN BERM INTEGRITY, PRUNE FOR STRUCTURE AND CLEARANCE, CONTROL WEEDS, AND REPLENISH MULCH AS NEEDED. REPLACE FAILED PLANT MATERIAL IN-KIND DURING THE WARRANTY PERIOD

POWDER WOLF BARN PARCEL

LANDSCAPE PLAN

MAP DATE: NOVEMBER 12, 2025

GRASSES					
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	Ck	Calamagrostis x acutiflora 'Karl Foerster'	5 gal.		50
	Og-1	Karl Foerster Feather Reed Grass Helictotrichon sempervirens Blue Oat Grass	1 gal.		49
		SUBTOTAL:			99
PERENNIALS					
	Rs-1	Perovskia abrotanoides 'Prime Time' Russian Sage	1 gal.		11
		SUBTOTAL:			11
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
GROUND COVERS					
	Sm	3" Large Landscape Stone See Landscape Details	3"		3,246 sf
	Ns- hs	Native Revegetation Mix Cabin Seed Mix from Granite Seed	Hydroseed		410,542 sf
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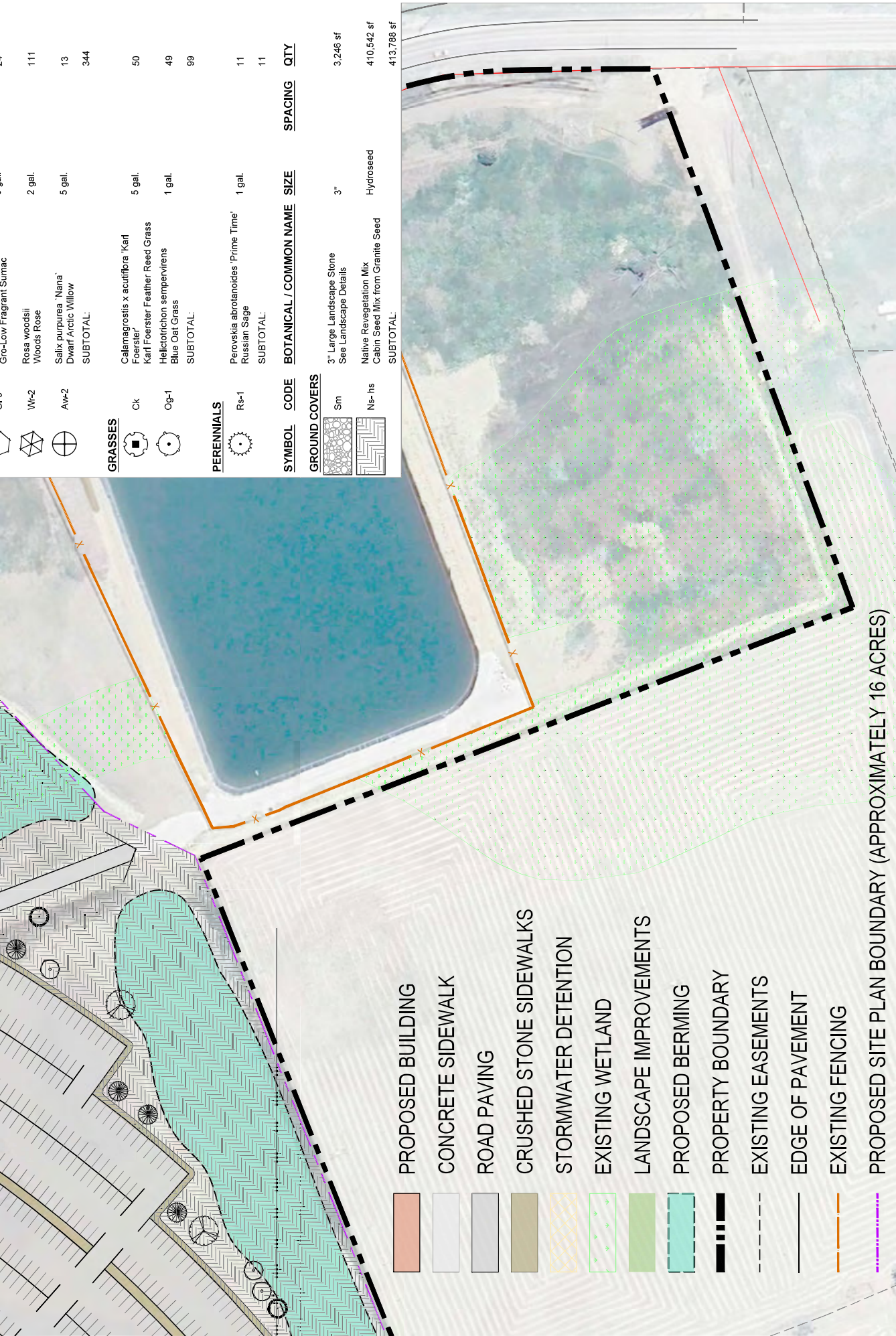


EXHIBIT E
Recreational Use

EXISTING PUBLIC UTILITY EASEMENT FOR WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT

PROPOSED SITE PLAN BOUNDARY (APPROXIMATELY 16 ACRES)

PROPOSED GATE

STORAGE BARN
ACCESSORY USE (8400 SF)

EXISTING RESERVOIR ACCESS EASEMENT FOR WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT

CONCRETE SLAB, OUTDOOR STORAGE AREA

DUMPSTER ENCLOSURE

EX. AV-3
ZONE

STREAM
WALKING PATH

WOLF CREEK

POTENTIAL
BIKE PATH

PUBLIC NON-MOTORIZED
MULTI-USE PATHWAY
(FINAL LOCATION TBD
WITH ADJACENT
PROPERTY CONNECTION)

LANDSCAPE AND
BERMING

STORAGE BARN
SITE FENCE

PARKING LOT
APPROXIMATELY 607 STALLS

STORMWATER
BASINS TO RETAIN
RUNOFF FROM
PARKING LOT

ENTRY GATE

BUS PICK-UP AND
DROP-OFF

TEMPERATURE CONTROLLED
BUS TERMINAL (1250 SF)

REPLACEMENT OF
FORMER WOLF BARN

WOLF CREEK DRIVE

PROPOSED GATE

LANDSCAPE AND BERMING

EX. AV-3 ZONE

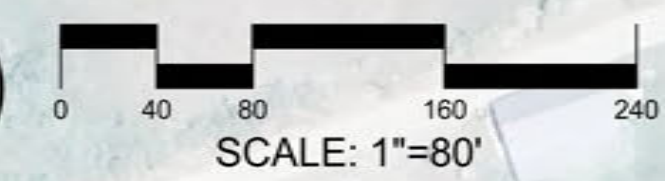
EXISTING GRAVEL
ACCESS TO
STORAGE POND

LANDSCAPE
ENHANCEMENTS
AROUND EXISTING
STORAGE POND

EXISTING
STORAGE
POND

RESERVOIR EASEMENT FOR WOLF CREEK IRRIGATION COMPANY

- PROPOSED BUILDING
- CONCRETE SIDEWALK
- ROAD PAVING
- CRUSHED STONE SIDEWALKS
- STORMWATER DETENTION
- EXISTING WETLAND
- LANDSCAPE IMPROVEMENTS
- PROPOSED BERMING
- PROPERTY BOUNDARY
- EXISTING EASEMENTS
- EDGE OF PAVEMENT
- EXISTING FENCING
- PROPOSED SITE PLAN BOUNDARY (APPROXIMATELY 16 ACRES)



POWDER

WOLF BARN PARCEL

SITE PLAN

MAP DATE: DECEMBER 09, 2025

Recreational Use

ATTACHMENT 2:
PLANNING COMMISSION STAFF
REPORT



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: File #ZDA2025-11, an application to amend the Wolf Creek Development Agreement as it applies to property located at approximately 3301 N Wolf Creek Drive. The amendment will enable the creation of a park and ride lot and related uses to serve the Powder Mountain Ski Resort.

Agenda Date: November 24, 2025

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

File Number: ZDA2025-11

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

Property Information

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

Current Zone(s): AV-3 Zone

Proposed Zone(s): AV-3 Zone

Adjacent Land Use

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

Staff Information

Report Presenter: Charlie Ewert
cewert@webercountyutah.gov
801-399-8763

Report Reviewer: RG

Applicable Ordinances

§Title 102, Chapter 6 Development Agreements.
§Title 104, Chapter 2 Agricultural Zones.

Legislative Decisions

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

Summary and Background

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

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

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

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

The proposed DA amendment and associated site concept would allow:

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

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

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

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

Policy Analysis

Figure 1: Subject Property.



Figure 2: Building Design Proposals.



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

General Plan Review.

Transportation & Mobility Policies

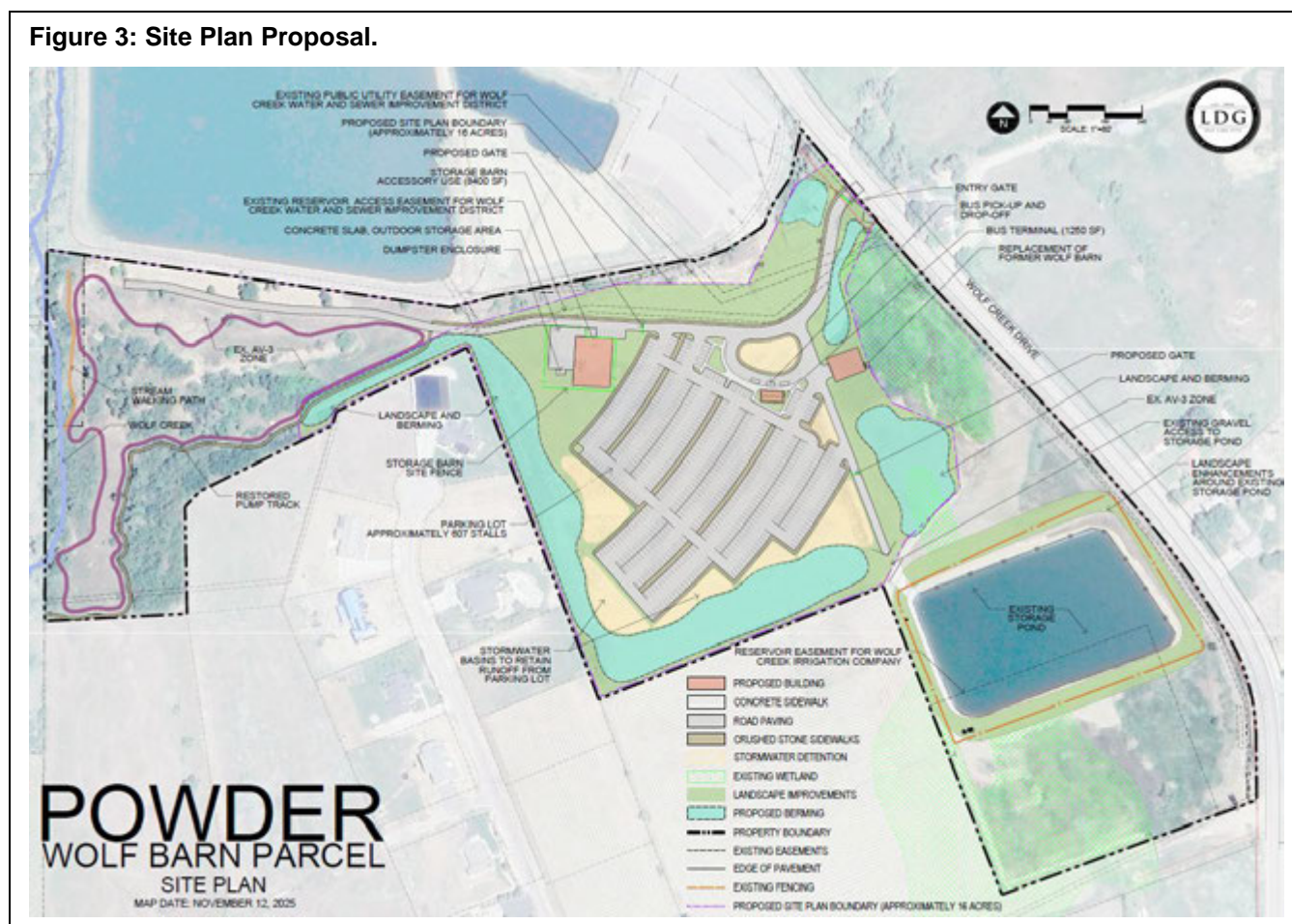
The Ogden Valley General Plan emphasizes:

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

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

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

Figure 3: Site Plan Proposal.



Rural & Resort Character

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

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

Environmental Resources

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

Compatibility with Surrounding Development

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

Building and Site Design

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

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

Traffic, Access, and Required Improvements

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

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

Utilities and Services

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

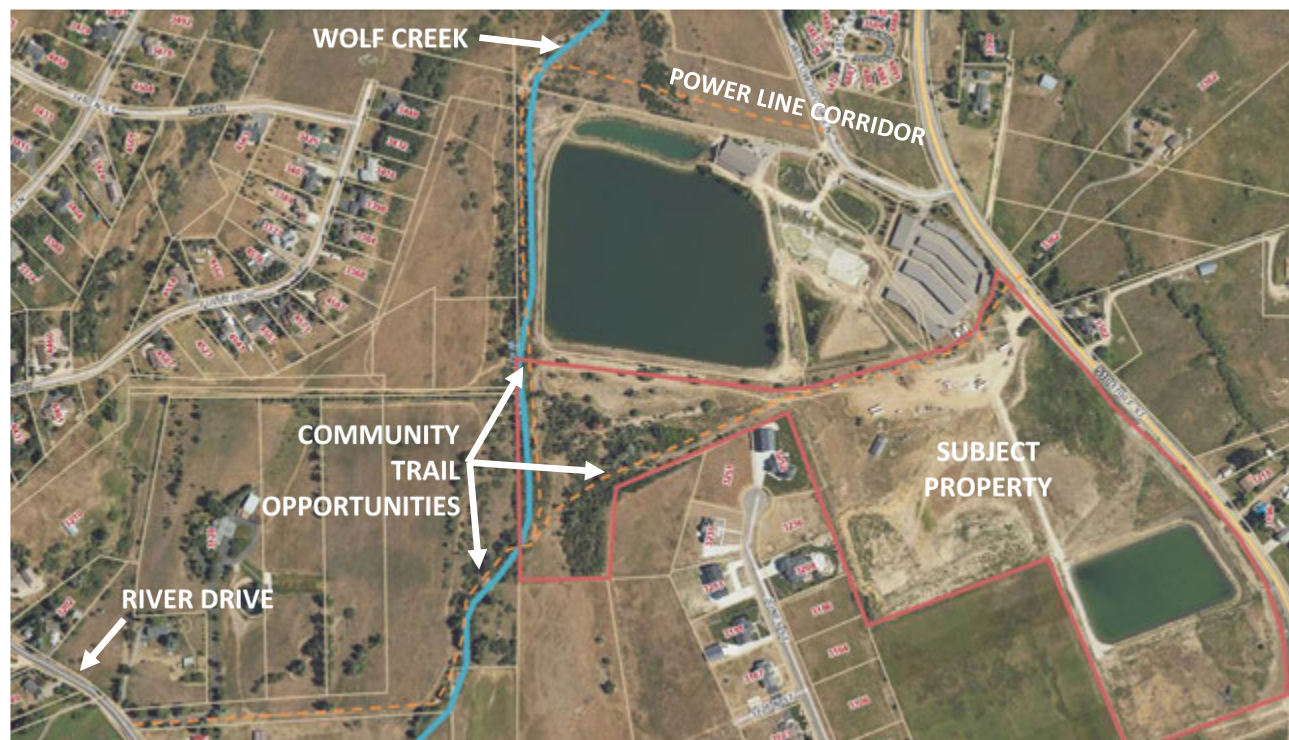
Trails and Connectivity.

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

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

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

Figure 4: Pathway Connectivity Opportunity.



Staff Recommendation

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

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

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

Staff's recommendation is offered with the following findings:

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

Model Motion

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

Motion for positive recommendation **as-is**:

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

Motion for positive recommendation **with changes**:

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

Example of ways to format a motion with changes:

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

Example findings:

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

Motion to recommend **denial:**

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

Examples findings for denial:

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

Exhibits

Exhibit A: Applicant-Proposed Draft Development Agreement.

Exhibit B: Supplemental Application Information.

Exhibit A: Applicant-Proposed Draft Development Agreement

On following pages.

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

This AMENDMENT TO WEBER COUNTY ZONING DEVELOPMENT AGREEMENT FOR THE WOLF CREEK RESORT FOR PARCEL #22-021-0142 (the "Amendment"), is made this _____ day of _____ by and between SUMMIT MOUNTAIN HOLDING GROUP, L.L.C., a Utah limited liability company ("SMHG"), and WEBER COUNTY, a body politic in the State of Utah ("County"). SMHG and County are collectively referred to as the "Parties."

RECITALS

A. County and Wolf Creek Properties, L.C., a Utah limited liability company ("Original Developer"), entered into that certain Zoning Development Agreement dated October 11, 2002 and recorded in the Official Records of Weber County on October 22, 2002 as Entry No. 1883524, as amended by that certain Agreement Amending and Clarifying the Weber County Zoning Development Agreement for the Wolf Creek Resort, recorded in the Official Records of Weber County on December 4, 2015 as Entry No. 2768159, and by that certain Second Amendment to Weber County Zoning Development Agreement for the Wolf Creek Resort ("Second Amendment"), recorded in the Official Records of Weber County on July 5, 2016 as Entry No. 2802028.

B. Density entitlements for the Resort have been assigned to the parcels within the Resort (each a "Development Parcel") as contemplated by the Development Agreement and in accordance with County's land use code.

C. SMHG is the owner and developer of the Wolf Barn parcel #22-021-0142 ("Wolf Barn Parcel"). The Wolf Barn Parcel has assigned density entitlements for 0 units. See **Exhibit A** for legal description and Parcel Map.

D. SMHG plans to develop a bus terminal, support structures, parking lot, and consider adjacent property easements and utility improvements under the current AV-3 zoning designation. No density allocation is needed to develop these uses.

E. The Parties intend that development of the Wolf Barn Parcel pursuant to this Amendment will result in planning and transit benefits to the County and its residents by, among other things, allowing development of the Wolf Barn Parcel as a bus and transit hub with parking and support for recreational uses.

F. SMHG desires to improve the appearance of the Wolf Barn Parcel and create a more pleasant visual setting for the site by adding landscaping and design elements that better fit the valley resort area conditions. New facilities shall mimic traditional agrarian forms, similar to barns and outbuildings as set forth in **Exhibit B**.

G. The County acknowledges that keeping recreation on-site or moving recreation activities off-site with a donation to local parks are both acceptable solutions for meeting the recreation standard per the intent of the Development Agreement and zoning.

H. This Amendment sets forth matters regarding permitted uses, site layout and improvement development, ~~approval of a~~ landscape plan, lighting, and recreational uses.

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

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated in this Amendment as if fully set forth in the body of this Amendment.

2. Term. The term of this Agreement (the “Term”) begins on execution and will expire on December 31, 2030, unless Developer has satisfied the following milestones:

- Commencement of the Improvements no later than October 1, 2028 (e.g., issuance of a building permit and commencement of vertical construction); and
- Substantial Completion of the Improvements no later than December 31, 2030, subject to Force Majeure and documented Governmental delay.
- If the foregoing milestones are not satisfied within the stated timeframes (as extended for Force Majeure/Governmental Delay), this Agreement automatically terminates, and any unexercised development/construction rights granted herein expire with no further effect.

3. Lot of Record Acknowledgement. The County hereby reaffirms that the Wolf Barn Parcel is a Lot of Record. This acknowledgement shall survive this Agreement.

4. Development Agreement and all Applicable Amendments Remain in Effect. This Amendment shall be considered supplemental to the Development Agreement. Except as expressly amended by this Amendment, the Development Agreement shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this Amendment.

5. Permitted Uses. As set forth in attached **Exhibit C**, in addition to all uses authorized by Weber County Code, the Development Agreement and Amendments, the

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

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

6. Landscape Plan. Landscaping; Irrigation Contingency. The County approves the landscape plan attached as **Exhibit D** (the “Landscape Plan”). SMHG shall commence implementation of the Landscape Plan no later than October 1, 2028, and complete implementation no later than December 31, 2030; provided, however, that SMHG’s obligation to implement the Landscape Plan is expressly conditioned on SMHG obtaining a legally available and physically deliverable source of water for irrigation. SMHG shall use commercially reasonable best efforts to obtain such irrigation water, including applying to the service district and pursuing all other reasonably available avenues. If, despite such efforts, irrigation service is denied by the service district and no other reasonable source is available, SMHG shall not be in default for non-implementation of the Landscape Plan.

7. Dark Sky. SMHG shall minimize exterior lighting installed on the Wolf Barn Parcel by implementing the Weber County Land Use Code, Title 108, Chapter 16 – “Ogden Valley Outdoor Lighting”.

8. Recreational Use. The parties acknowledge that the portion of the Wolf Barn Parcel designated in **Exhibit E** (the “Back Portion”) is currently used as recreational cycling pump track which will be improved and enhanced as part of the Landscaping Plan (the “Recreational Use”). If SMHG elects to change the Recreational Use for any reason, then SMHG will donate Twenty-five Thousand Dollars (\$25,000) to the Ogden Valley Parks Service Area (including any successor entity, “OVPSA”) to be used in the OVPSA’s discretion for other park or recreational projects solely within Ogden Valley.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment

Signed and Dated ____ day of _____, 2025

WEBER COUNTY, UTAH

By: _____

Name: _____

Its: _____

STATE OF UTAH)

: ss.

COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, who is the _____ of WEBER COUNTY, UTAH.

NOTARY PUBLIC

Residing at _____

My Commission Expires:

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment

Signed and Dated ____ day of _____, 2025

SUMMIT MOUNTAIN HOLDING GROUP, LLC a Utah limited liability company

By: _____

Name: _____

Its: _____

STATE OF UTAH)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, who is the _____ of WEBER COUNTY, UTAH.

NOTARY PUBLIC

Residing at _____

My Commission Expires:

EXHIBIT A
Legal Description

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

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

Also less and excepting therefrom:

That portion of the Northwest Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, located in the County of Weber, State of Utah described as follows: Commencing at the Northwest corner of said Section 27, thence South 89°07'33" East 202.25 feet along the Northerly line of said Section 27, thence South 00°00'00" East 323.14 feet to an existing fence and the point of beginning, thence South 76°39'20" East 466.04 feet along said

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

Also Less and excepting therefrom:

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

Also less and excepting therefrom:

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

Also Less and Excepting therefrom:

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

Also Less and Excepting therefrom:

Beginning at a point on the Easterly line of Mountain View Estates No.6 Subdivision as recorded in the Office of the Weber County Recorder, said point being South 89°35'04" East along the Section line 1523.52 feet and North 2455.90 feet from the Southwest corner of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian and running thence along said Easterly line the following three courses: 1) North 29°14'59" West 5.44 feet, 2) South 82°19'05" West 15.75 feet, 3) North 24°05'32" West 123.99 feet to the Southeasterly corner of Mountain View Estates No.7 Subdivision, as recorded in the Office of the Weber County Recorder; thence North 22°58'57" West along the Easterly line and line extended of said Mountain View Estates No.7 Subdivision a distance of 237.37 feet to a point on the Easterly line of Mountain View Estates No.8 Subdivision, as recorded with the Office of the Weber County Recorder; thence North 20°32'25" West 88.89 feet to the Southeasterly corner of Mountain View Estates No.9 Subdivision, as recorded in the Office of 107784 This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may

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

Also Less and Excepting therefrom:

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

Also Less and Excepting therefrom:

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

Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.9 Subdivision.

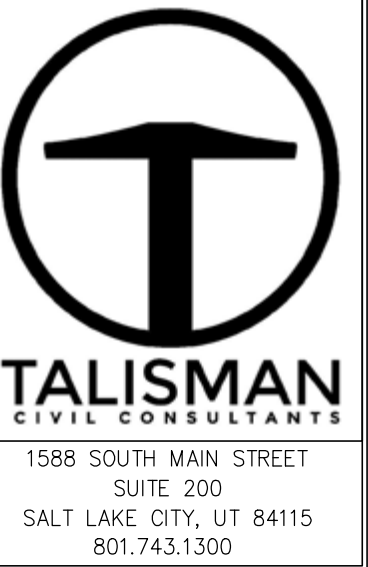
Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.8 Subdivision.

Also Less and Excepting any portion lying within the bounds of Mountain View Estates No.7 Subdivision.

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

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

ALTA/NSPS LAND TITLE SURVEY
NORTHWEST 1/4 OF SECTION 27, T.7N., R.1E., SLB#1M
AUGUST 2025

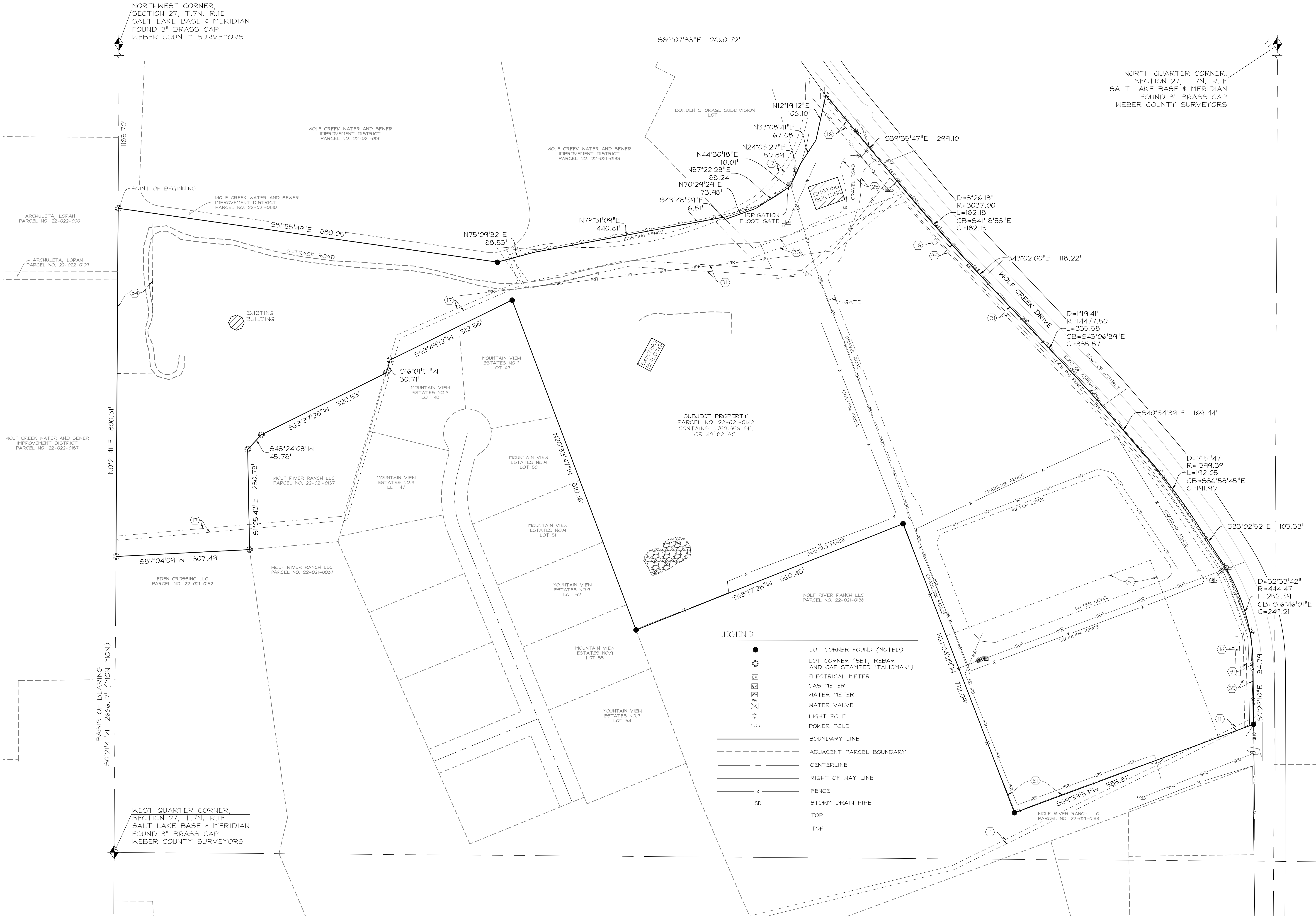


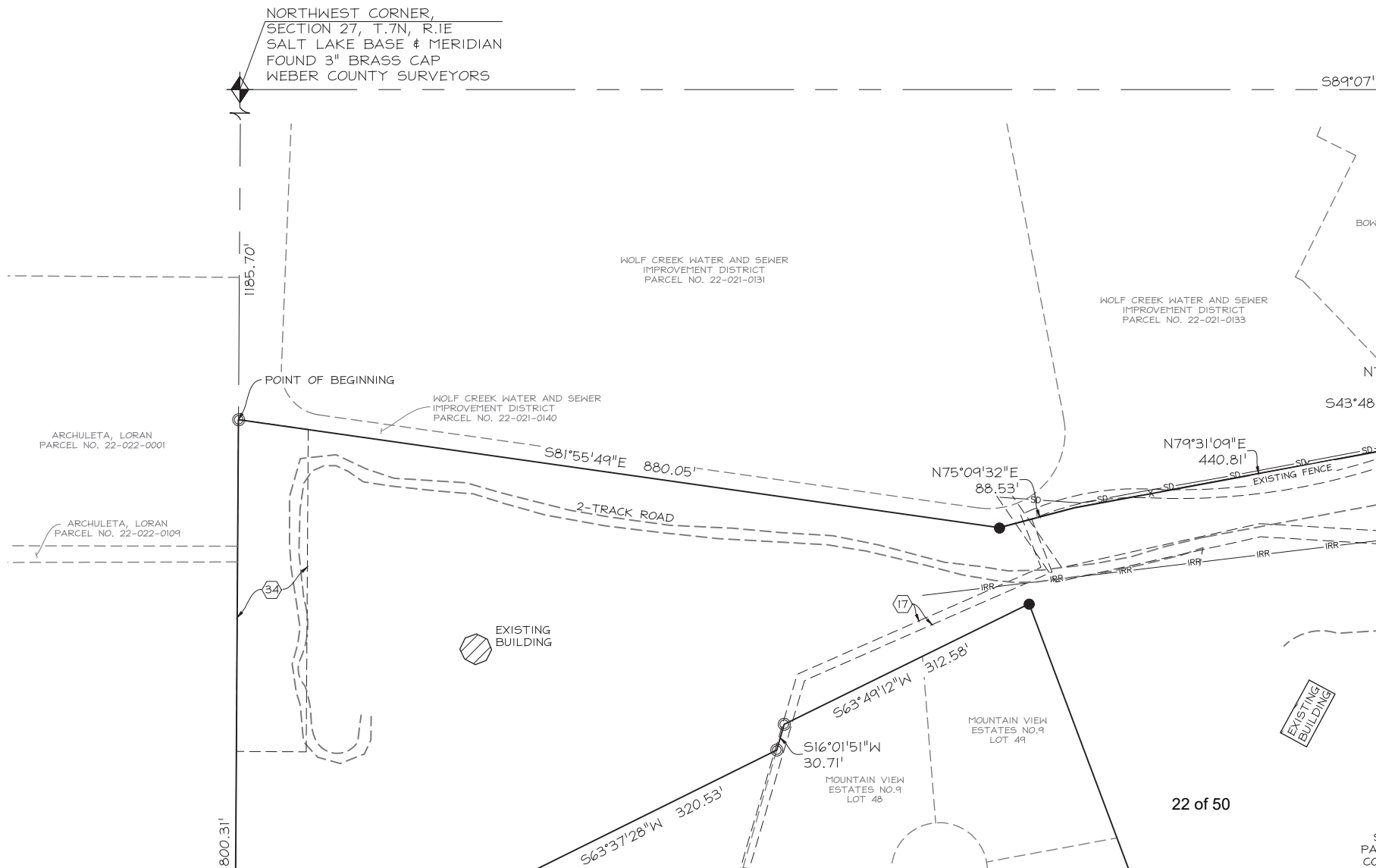
REVISIONS	DATE	BY	NO.

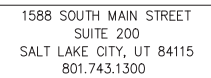
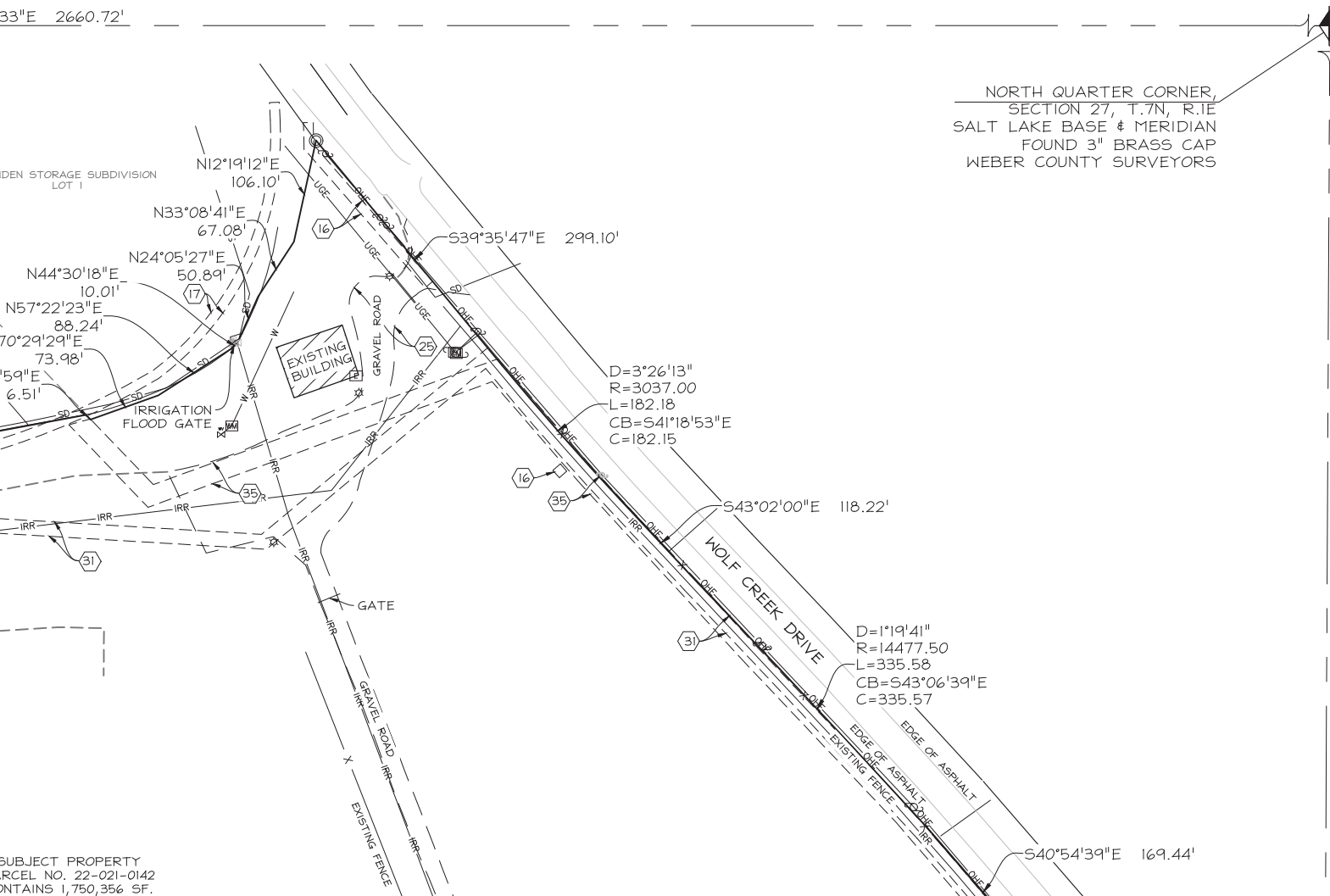
ALTA/NSPS SURVEY
PARCEL NO. 22-021-0142
ADDRESS UNASSIGNED, EDEN, UTAH
DATE SUBMITTED: 2025-08-11
TCC JOB NUMBER: 25-220.07

SCALE
HORIZONTAL: 1" = 100'

SHEET NUMBER
2 OF 2





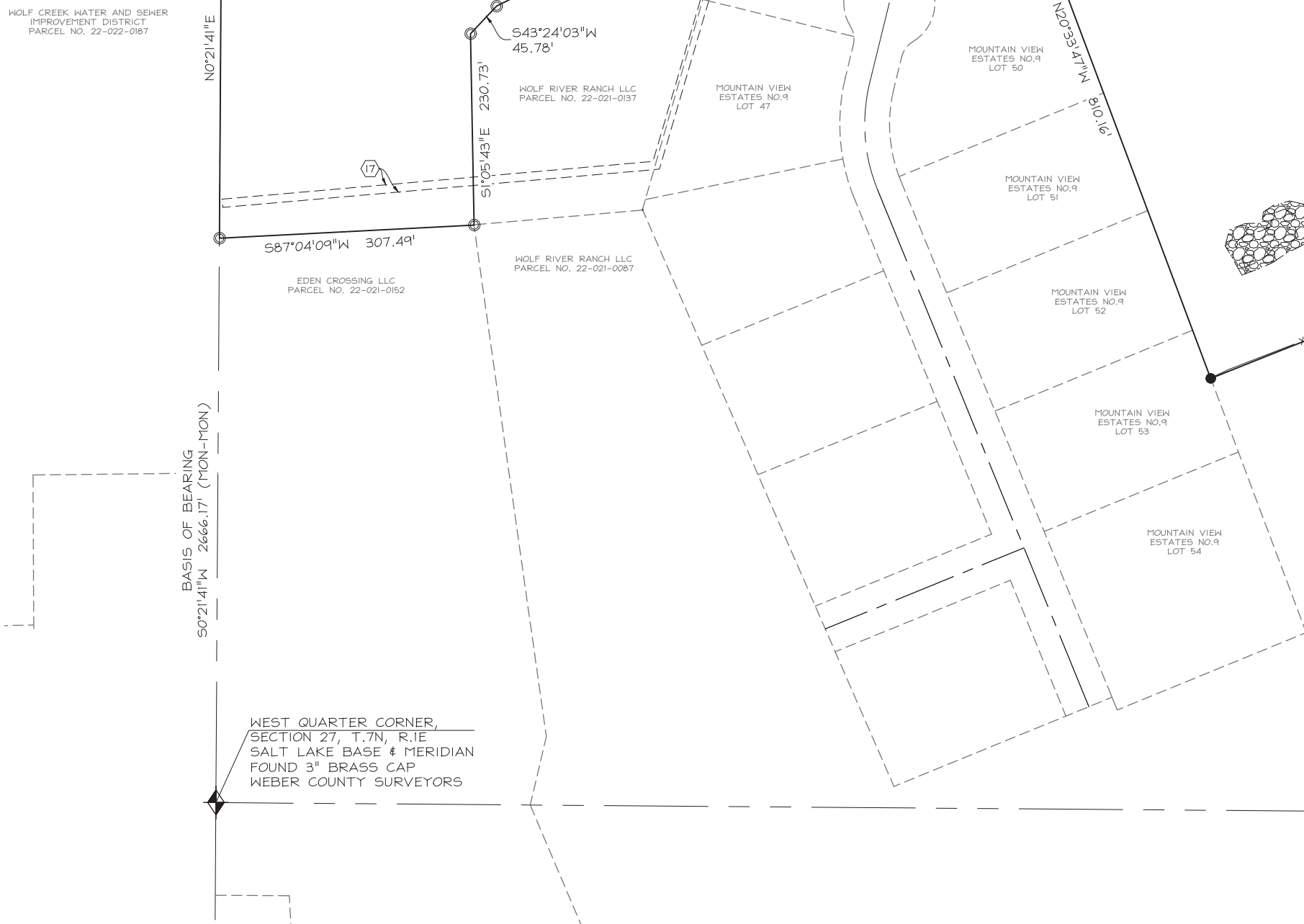
[illegible]

SURVEY

22-021-0142

EDEN, UTAH
23 of 5

DATE SUBMITTED: 2025-08-11



016

LEGEND

●	LOT CORNER FOUND (NOTED)
○	LOT CORNER (SET, REBAR AND CAP STAMPED "TALISMAN")
EM	ELECTRICAL METER
GM	GAS METER
WM	WATER METER
WV	WATER VALVE
☆	LIGHT POLE
⦿	POWER POLE
—	BOUNDARY LINE
- - -	ADJACENT PARCEL BOUNDARY
- · - · -	CENTERLINE
- - - - -	RIGHT OF WAY LINE
- X -	FENCE
- SD -	STORM DRAIN PIPE
	TOP
	TOE

WOLF RIVER RANCH LLC
PARCEL NO. 22-021-0138

WOLF RIVER RANCH LLC
PARCEL NO. 22-021-0138

D=7°51'47"
R=1399.39
L=192.05
CB=S36°58'45"E
C=191.90

D=32°33'42"
R=444.47
L=252.59
CB=S16°46'01"E
C=249.21

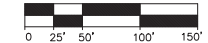
ALTAINSPS
PARCEL NO. 2
ADDRESS UNASSIGNED

TCC JOB NUMBER: 25-220.07



SCALE

HORIZONTAL: 1" = 100'



SHEET NUMBER

2

2 OF 2

EXHIBIT B
Design Aesthetic



POWDER

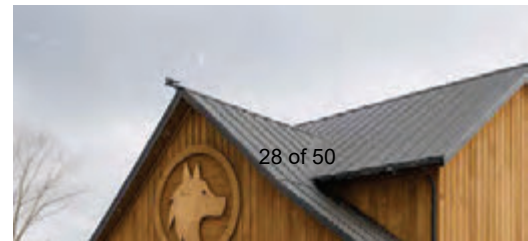
WOLF BARN PARCEL

DESIGN AESTHETIC

MAP DATE: NOVEMBER 12, 2025

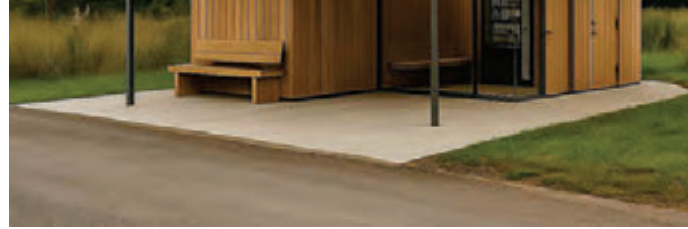
NEW FACILITIES WILL MIMIC TRADITIONAL AGRARIAN FORMS SIMILAR TO BARNs AND OUTBUILDINGS. STRATEGIC LANDSCAPING AND BERMING WILL BE USED THROUGHOUT THE SITE, WITH PARTICULAR CARE GIVEN TO AREAS VISIBLE FROM NEARBY RESIDENCES TO ENSURE A VISUALLY PLEASING AND RESPECTFUL INTEGRATION WITH THE SURROUNDING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







021



POWDER WOLF BARN PARCEL

DESIGN AESTHETIC

MAP DATE: NOVEMBER 12, 2025

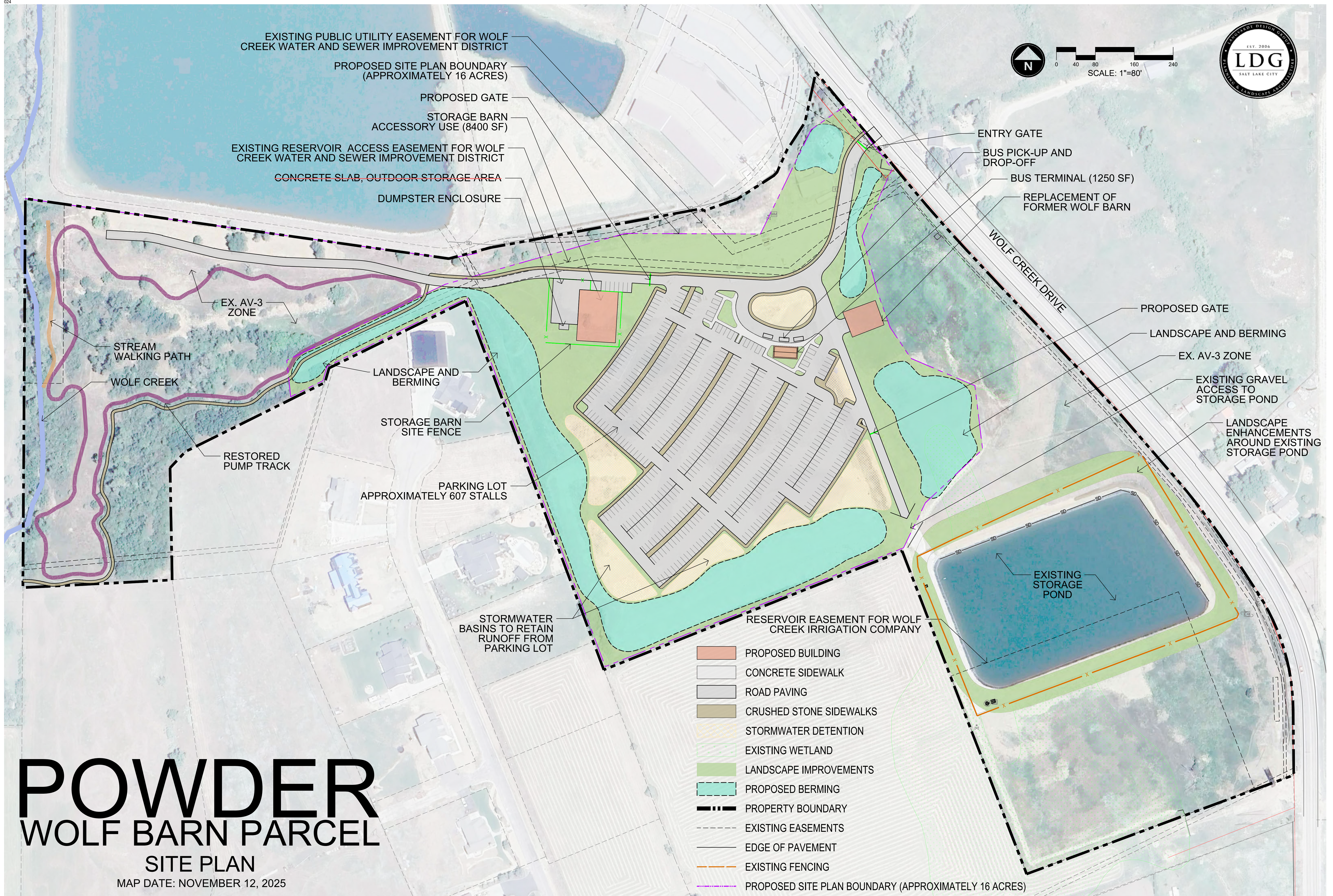
NEW FACILITIES WILL MIMIC TRADITIONAL
SIMILAR TO BARN AND OUTBUILDINGS
LANDSCAPING AND BERMING WILL BE U
SITE, WITH PARTICULAR CARE GIVEN TO
NEARBY RESIDENCES TO ENSURE A VIS
RESPECTFUL INTEGRATION WITH THE S

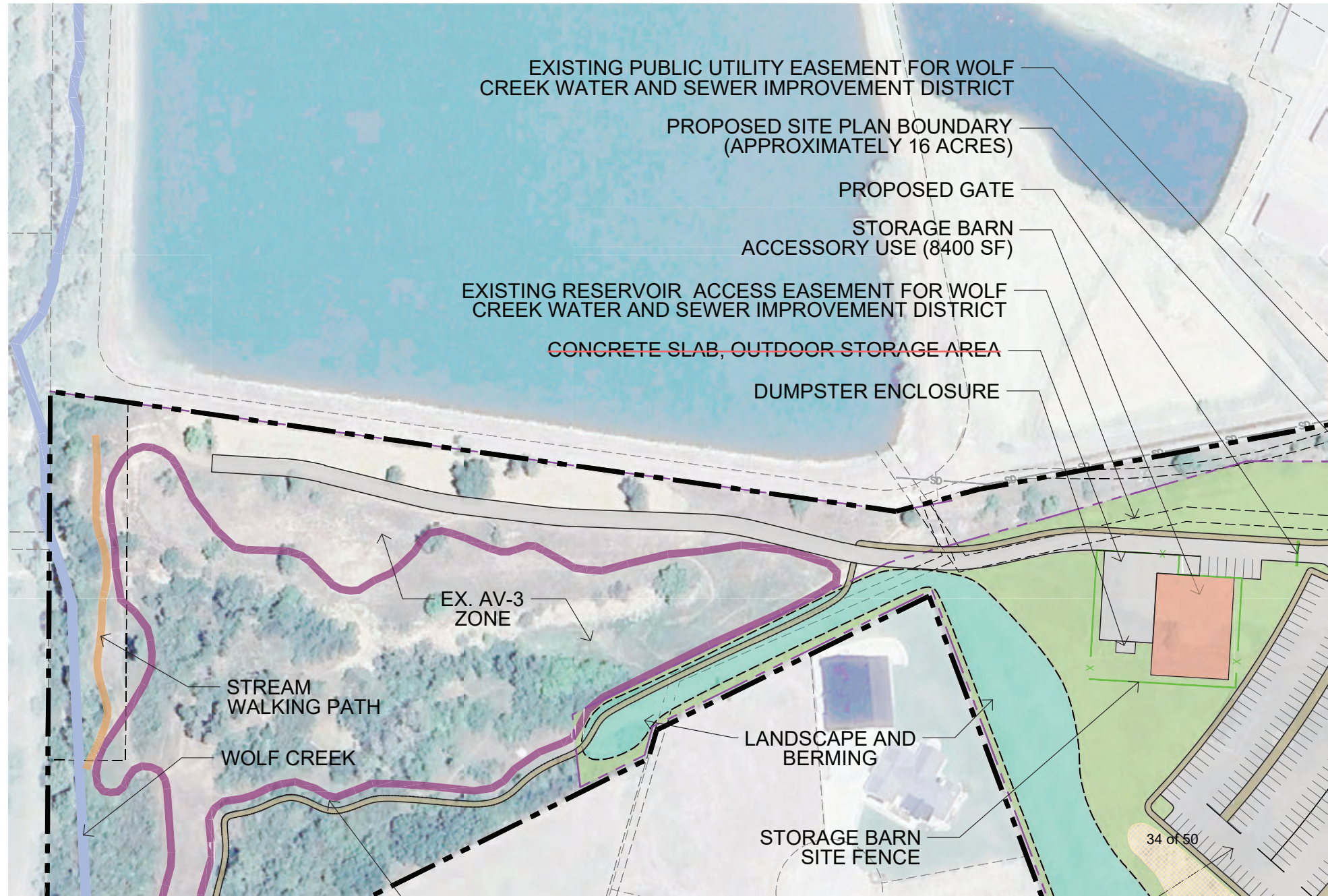


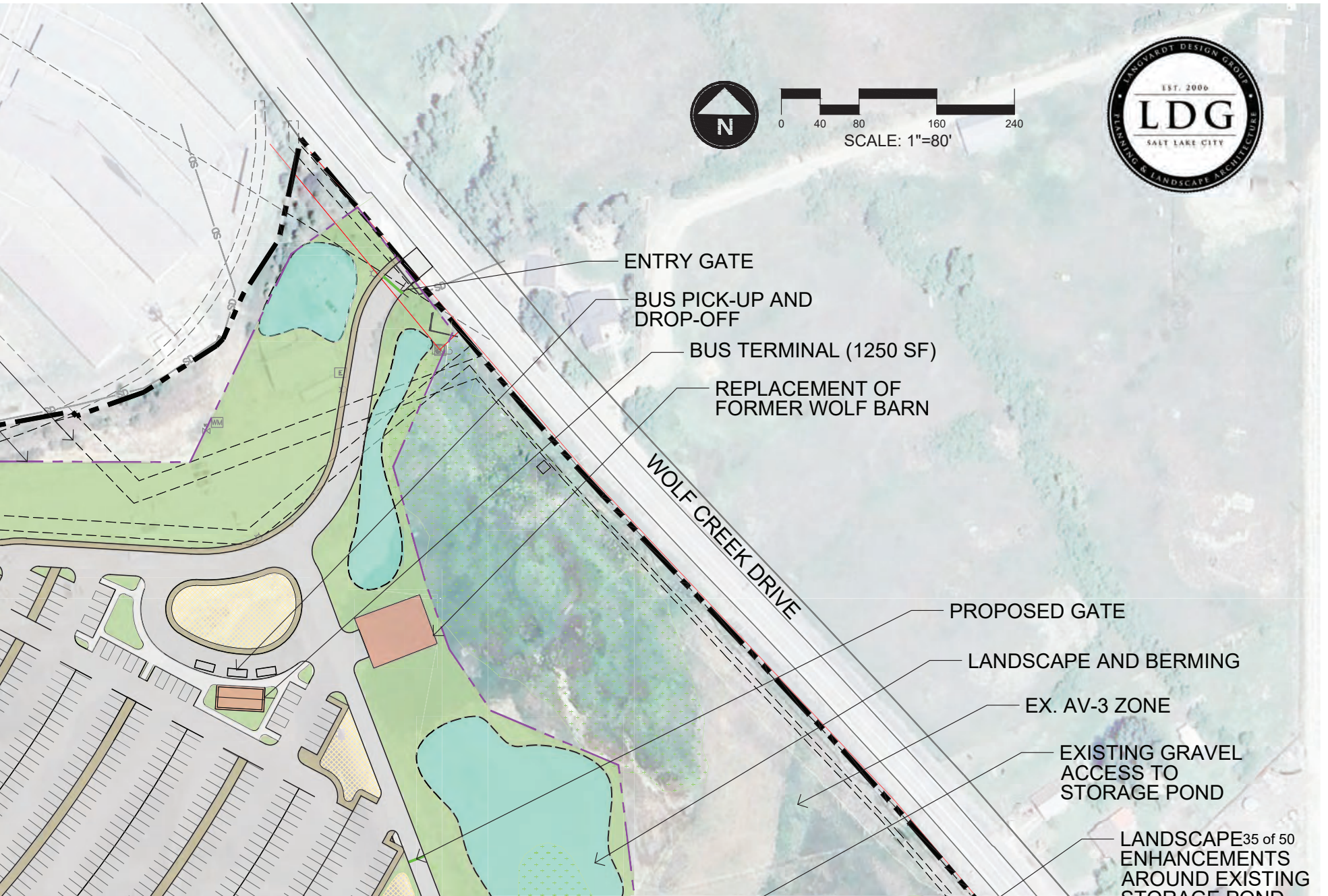
AL AGRARIAN FORMS
S. STRATEGIC
USED THROUGHOUT THE
O AREAS VISIBLE FROM
SUALLY PLEASING AND
SURROUNDING COMMUNITY.



EXHIBIT C
Permitted Uses







027

RESTORED
PUMP TRACK

PARKING LOT
APPROXIMATELY 607 STALLS

STORMWATER
BASINS TO RETAIN
RUNOFF FROM
PARKING LOT

POWDER WOLF BARN PARCEL SITE PLAN

MAP DATE: NOVEMBER 12, 2025

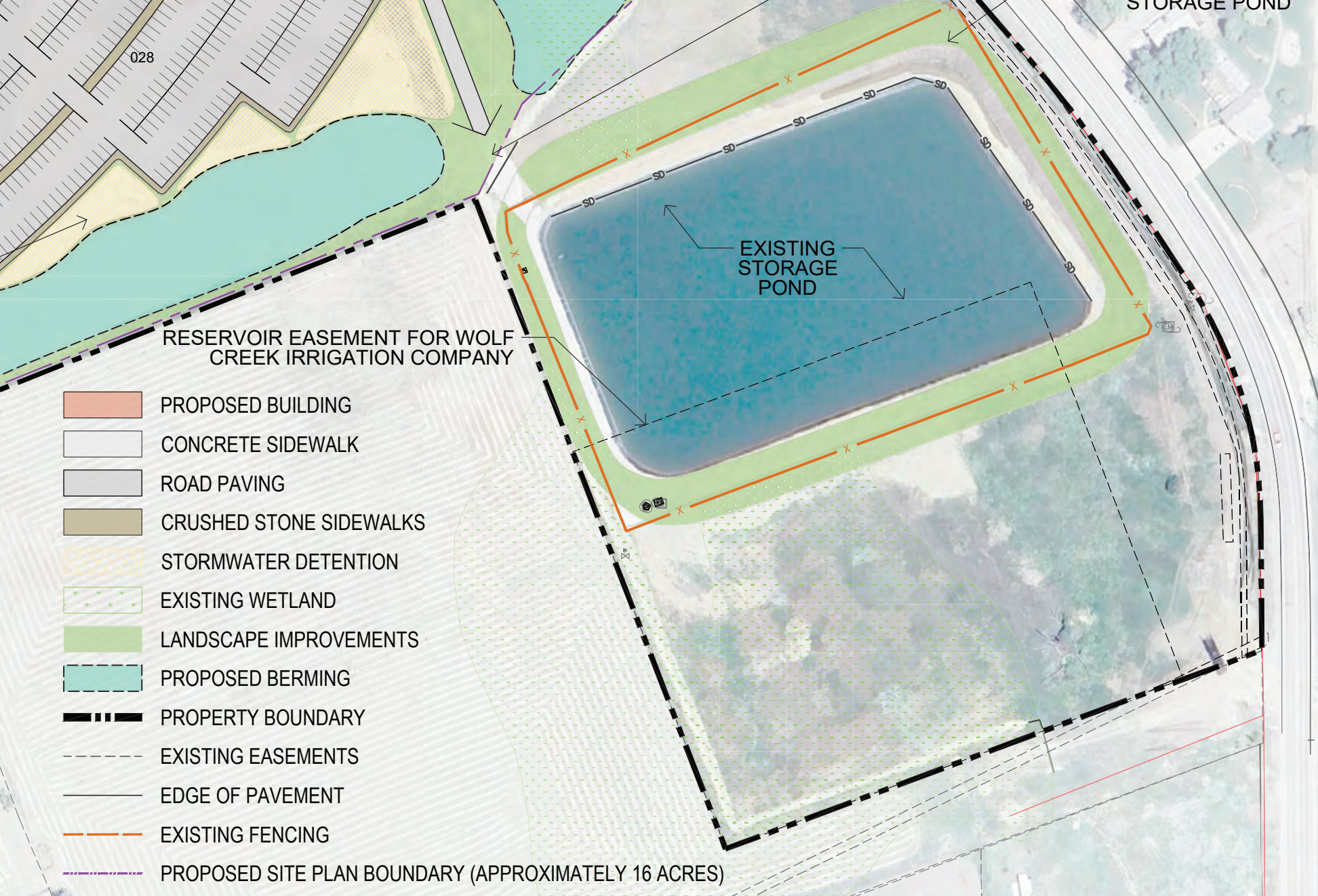
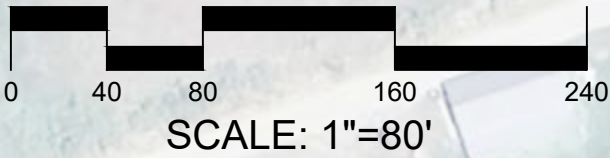















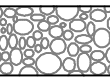

EXHIBIT D
Landscape Plan

THE LANDSCAPE SHALL PROVIDE YEAR-ROUND VISUAL SCREENING OF PARKING AND SITE OPERATIONS, ACHIEVE A LAYERED NATIVE AESTHETIC USING DROUGHT-TOLERANT SPECIES AND UNDULATING EARTHEN BERMS AS THE PRIMARY SCREENING ELEMENTS. FINAL COUNTS, SIZES, AND SPACING TO BE CONFIRMED WITH THE LANDSCAPE CONSULTANT. IRRIGATION & PLANT SCHEDULE ARE PENDING SITE CONDITIONS, IRRIGATION AVAILABILITY AND REVIEW BY A LICENSED LANDSCAPE ARCHITECT



IRRIGATION & ESTABLISHMENT: PROVIDE TEMPORARY IRRIGATION TO ESTABLISH PLANTINGS DURING THE FIRST 2-3 GROWING SEASONS. AFTER ESTABLISHMENT, CONVERT TO SELECTIVE/LIMITED IRRIGATION ONLY AS NEEDED FOR PLANT HEALTH AND CODE COMPLIANCE. USE HIGH-EFFICIENCY SYSTEMS.

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY	
TREES					
	Pp	Pinus edulis Pinyon Pine	10' Ht.	9	
	Pm	Prunus virginiana melanocarpa Western Chokecherry	2" Cal.	25	
	Qm	Quercus macrocarpa Burr Oak	15 gal.	10	
		SUBTOTAL:		44	
EVERGREEN TREES					
	Pg	Picea pungens "Glaucous" Colorado Blue Spruce	2" Cal.	16	
		SUBTOTAL:		16	
SHRUBS					
	Jf	Juniperus chinensis "Sea Green" Sea Green Juniper	---	106	
	Pw	Philadelphus lewisii Wild Mock Orange	---	26	
	Pf	Pyracantha angustifolia Firethorn	---	64	
	Gl-5	Rhus aromatica "Gro-Low" Gro-Low Fragrant Sumac	5 gal.	24	
	Wr-2	Rosa woodsii Woods Rose	2 gal.	111	
	Aw-2	Salix purpurea "Nana" Dwarf Arctic Willow	5 gal.	13	
		SUBTOTAL:		344	
GRASSES					
	Ck	Calamagrostis x acutiflora "Karl Foerster" Karl Foerster Feather Reed Grass	5 gal.	50	
	Og-1	Helictotrichon sempervirens Blue Oat Grass	1 gal.	49	
		SUBTOTAL:		99	
PERENNIALS					
	Rs-1	Perovskia abrotanoides "Prime Time" Russian Sage	1 gal.	11	
		SUBTOTAL:		11	
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
GROUND COVERS					
	Sm	3" Large Landscape Stone See Landscape Details	3"		3,246 sf
	Ns- hs	Native Revegetation Mix Cabin Seed Mix from Granite Seed	Hydroseed		410,542 sf
		SUBTOTAL:			413,788 sf

EARTHEN BERM: INSTALL AN UNDULATING EARTHEN BERM ACROSS KEY FRONTAGES TO CREATE VISUAL INTEREST AND BUFFERING. HEIGHT: VARIABLE, NO FIXED DIMENSION (FINAL PROFILE TO BE SHAPED TO SITE CONDITIONS). BLEND BERMS INTO ADJACENT GRADES WITH SMOOTH TRANSITIONS.

MAINTENANCE: MAINTAIN BERM INTEGRITY, PRUNE FOR STRUCTURE AND CLEARANCE, CONTROL WEEDS, AND REPLENISH MULCH AS NEEDED. REPLACE FAILED PLANT MATERIAL IN-KIND DURING THE WARRANTY PERIOD

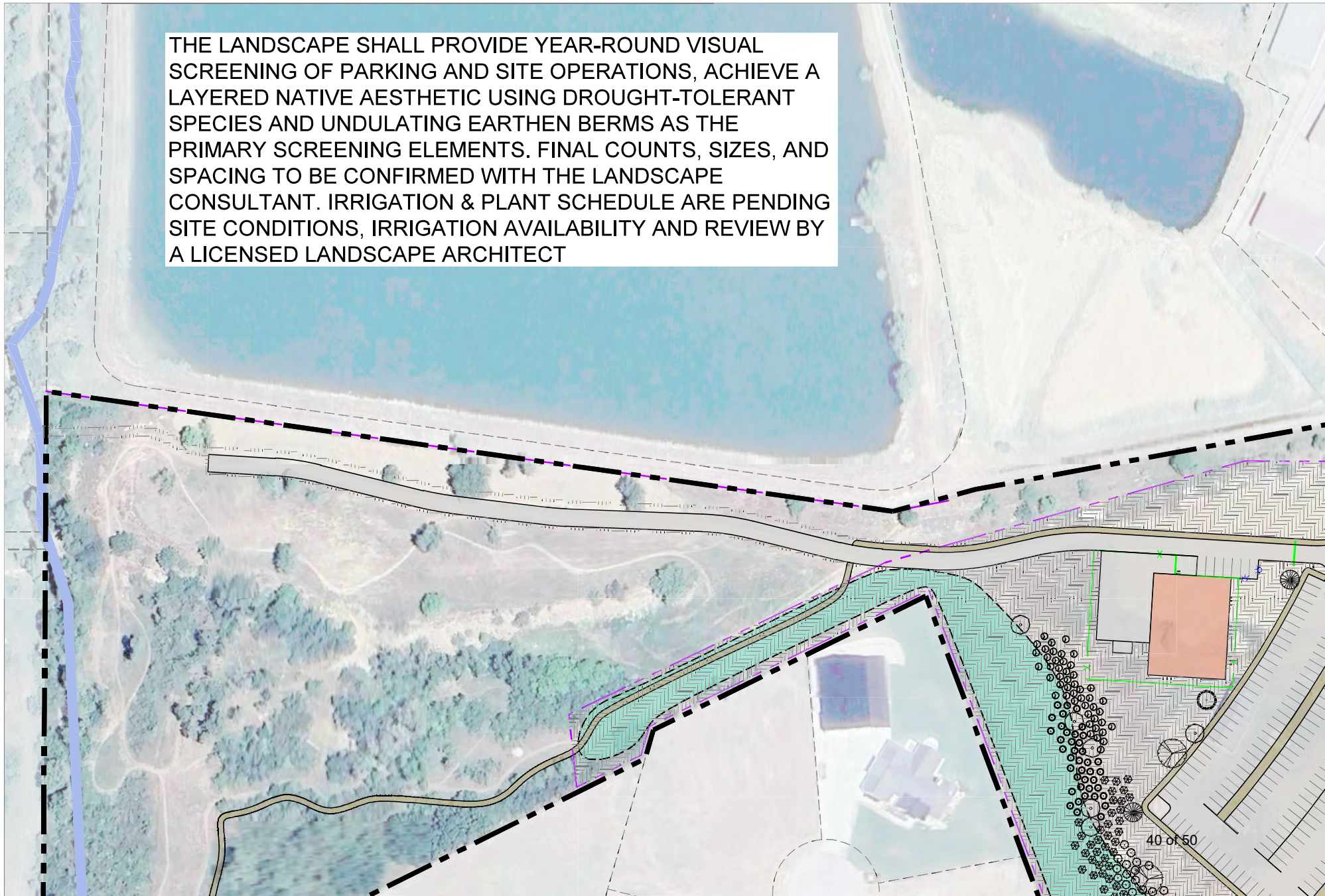
POWDER WOLF BARN PARCEL

LANDSCAPE PLAN

MAP DATE: NOVEMBER 12, 2025

- PROPOSED BUILDING
- CONCRETE SIDEWALK
- ROAD PAVING
- CRUSHED STONE SIDEWALKS
- STORMWATER DETENTION
- EXISTING WETLAND
- LANDSCAPE IMPROVEMENTS
- PROPOSED BERMING
- PROPERTY BOUNDARY
- EXISTING EASEMENTS
- EDGE OF PAVEMENT
- EXISTING FENCING
- PROPOSED SITE PLAN BOUNDARY (APPROXIMATELY 16 ACRES)

THE LANDSCAPE SHALL PROVIDE YEAR-ROUND VISUAL SCREENING OF PARKING AND SITE OPERATIONS, ACHIEVE A LAYERED NATIVE AESTHETIC USING DROUGHT-TOLERANT SPECIES AND UNDULATING EARTHEN BERMS AS THE PRIMARY SCREENING ELEMENTS. FINAL COUNTS, SIZES, AND SPACING TO BE CONFIRMED WITH THE LANDSCAPE CONSULTANT. IRRIGATION & PLANT SCHEDULE ARE PENDING SITE CONDITIONS, IRRIGATION AVAILABILITY AND REVIEW BY A LICENSED LANDSCAPE ARCHITECT





IRRIGATION & ESTABLISHMENT: PROVIDE TEMPORARY IRRIGATION TO ESTABLISH PLANTINGS DURING THE FIRST 2-3 GROWING SEASONS. AFTER ESTABLISHMENT, CONVERT TO SELECTIVE/LIMITED IRRIGATION ONLY AS NEEDED FOR PLANT HEALTH AND CODE COMPLIANCE. USE HIGH-EFFICIENCY SYSTEMS.

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
TREES				
	Pp	Pinus edulis Pinyon Pine	10' Ht.	9
	Pm	Prunus virginiana melanocarpa Western Chokeberry	2" Cal.	25
	Qm	Quercus macrocarpa Burr Oak	15 gal.	10
		SUBTOTAL:		44
EVERGREEN TREES				
	Pg	Picea pungens 'Glauca' Colorado Blue Spruce	2" Cal.	16
		SUBTOTAL:		16
SHRUBS				
	Jf	Juniperus chinensis 'Sea Green' Sea Green Juniper	---	106
	Pw	Philadelphus lewisii Wild Mock Orange	---	26
	Pf	Pyracantha angustifolia Firethorn	---	64
	GLS	Rhus aromatica 'Gro-Low'	5 gal.	24

EARTHEN BERM: INSTALL AN UNDULATING EARTHEN BERM ACROSS KEY FRONTAGES TO CREATE VISUAL INTEREST AND BUFFERING. HEIGHT: VARIABLE, NO FIXED DIMENSION (FINAL PROFILE TO BE SHAPED TO SITE CONDITIONS). BLEND BERMS INTO ADJACENT GRADES WITH SMOOTH TRANSITIONS.

MAINTENANCE: MAINTAIN BERM INTEGRITY, PRUNE FOR STRUCTURE AND CLEARANCE, CONTROL WEEDS, AND REPLENISH MULCH AS NEEDED. REPLACE FAILED PLANT MATERIAL IN-KIND DURING THE WARRANTY PERIOD

MAINTENANCE: MAINTAIN BERM INTEGRITY, PRUNE FOR STRUCTURE AND CLEARANCE, CONTROL WEEDS, AND REPLENISH MULCH AS NEEDED. REPLACE FAILED PLANT MATERIAL IN-KIND DURING THE WARRANTY PERIOD



POWDER

WOLF BARN PARCEL

LANDSCAPE PLAN

MAP DATE: NOVEMBER 12, 2025

EXHIBIT E
Recreational Use

EXISTING PUBLIC UTILITY EASEMENT FOR WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT

PROPOSED SITE PLAN BOUNDARY (APPROXIMATELY 16 ACRES)

PROPOSED GATE

STORAGE BARN
ACCESSORY USE (8400 SF)

EXISTING RESERVOIR ACCESS EASEMENT FOR WOLF CREEK WATER AND SEWER IMPROVEMENT DISTRICT

CONCRETE SLAB, OUTDOOR STORAGE AREA

DUMPSTER ENCLOSURE

EX. AV-3
ZONE

STREAM
WALKING PATH

WOLF CREEK

RESTORED
PUMP TRACK

LANDSCAPE AND
BERMING

STORAGE BARN
SITE FENCE

PARKING LOT
APPROXIMATELY 607 STALLS

STORMWATER
BASINS TO RETAIN
RUNOFF FROM
PARKING LOT

ENTRY GATE

BUS PICK-UP AND
DROP-OFF

BUS TERMINAL (1250 SF)

REPLACEMENT OF
FORMER WOLF BARN

WOLF CREEK DRIVE

PROPOSED GATE

LANDSCAPE AND BERMING

EX. AV-3 ZONE

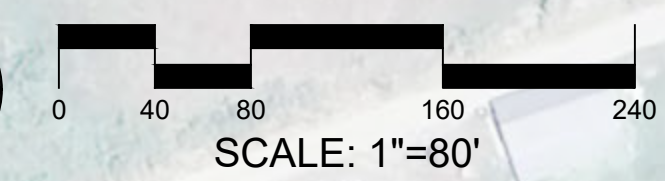
EXISTING GRAVEL
ACCESS TO
STORAGE POND

LANDSCAPE
ENHANCEMENTS
AROUND EXISTING
STORAGE POND

EXISTING
STORAGE
POND

RESERVOIR EASEMENT FOR WOLF CREEK IRRIGATION COMPANY

- PROPOSED BUILDING
- CONCRETE SIDEWALK
- ROAD PAVING
- CRUSHED STONE SIDEWALKS
- STORMWATER DETENTION
- EXISTING WETLAND
- LANDSCAPE IMPROVEMENTS
- PROPOSED BERMING
- PROPERTY BOUNDARY
- EXISTING EASEMENTS
- EDGE OF PAVEMENT
- EXISTING FENCING
- PROPOSED SITE PLAN BOUNDARY (APPROXIMATELY 16 ACRES)



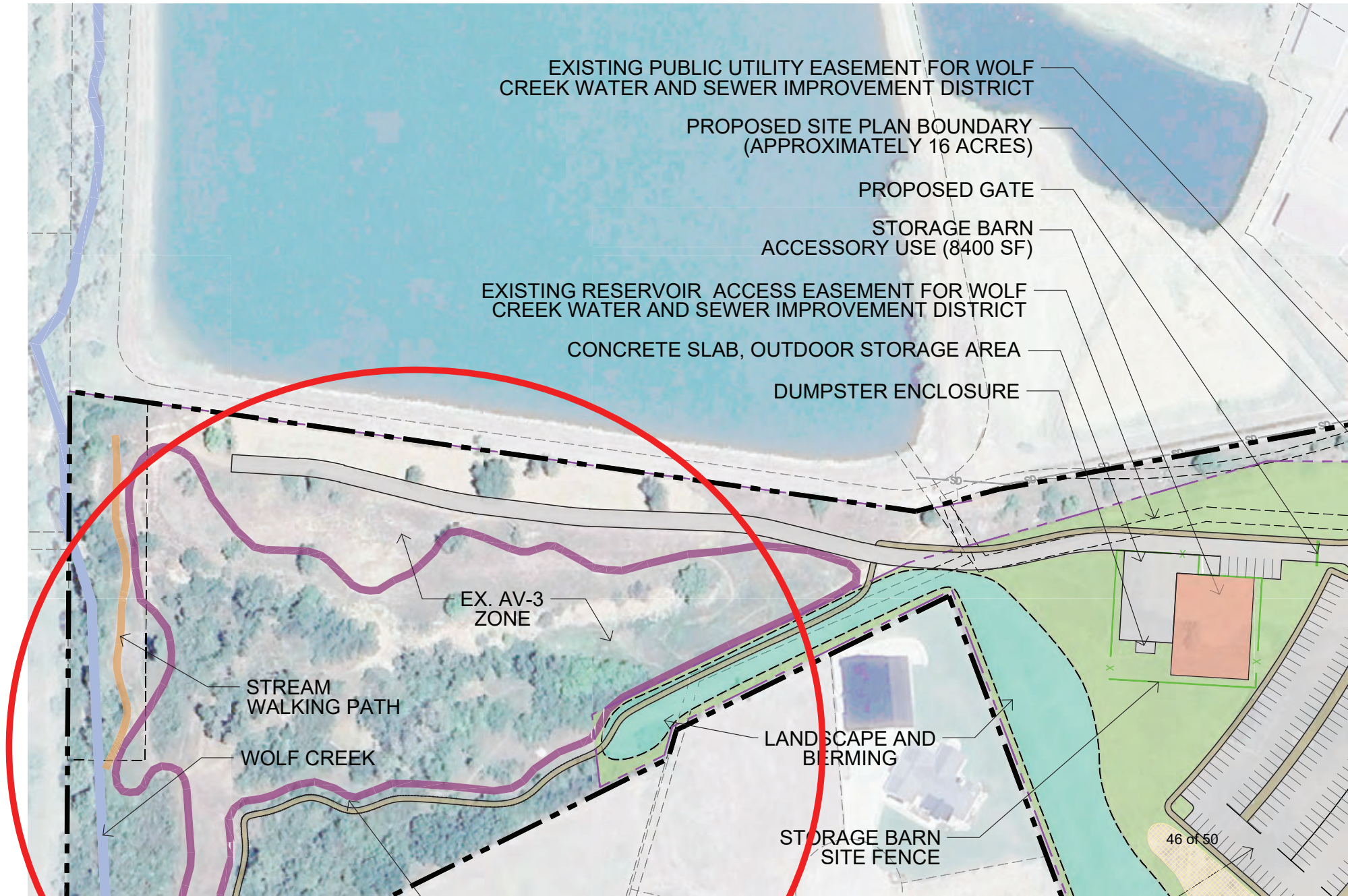
POWDER

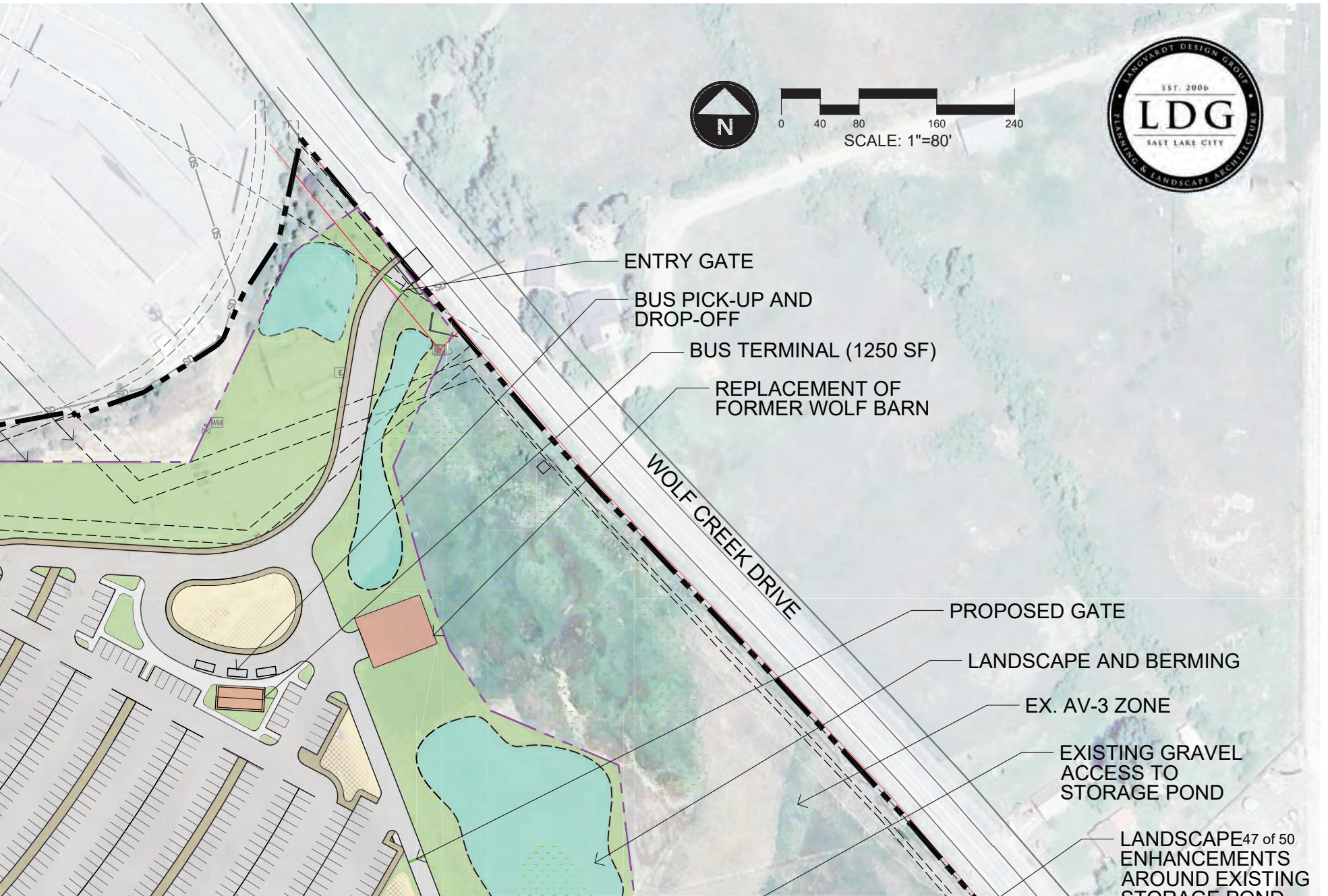
WOLF BARN PARCEL

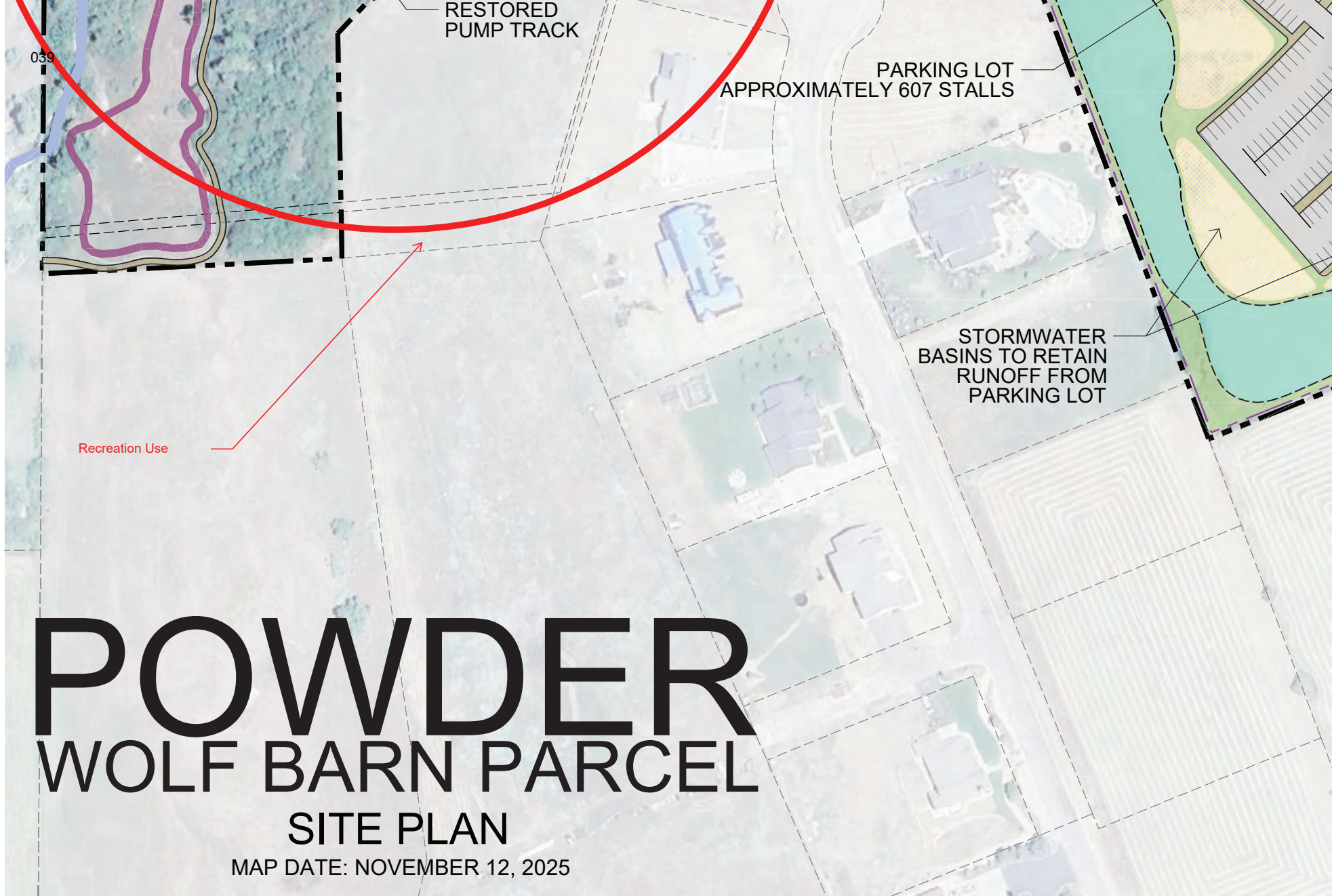
SITE PLAN

MAP DATE: NOVEMBER 12, 2025

Recreation Use







039

RESTORED
PUMP TRACK

PARKING LOT
APPROXIMATELY 607 STALLS

STORMWATER
BASINS TO RETAIN
RUNOFF FROM
PARKING LOT

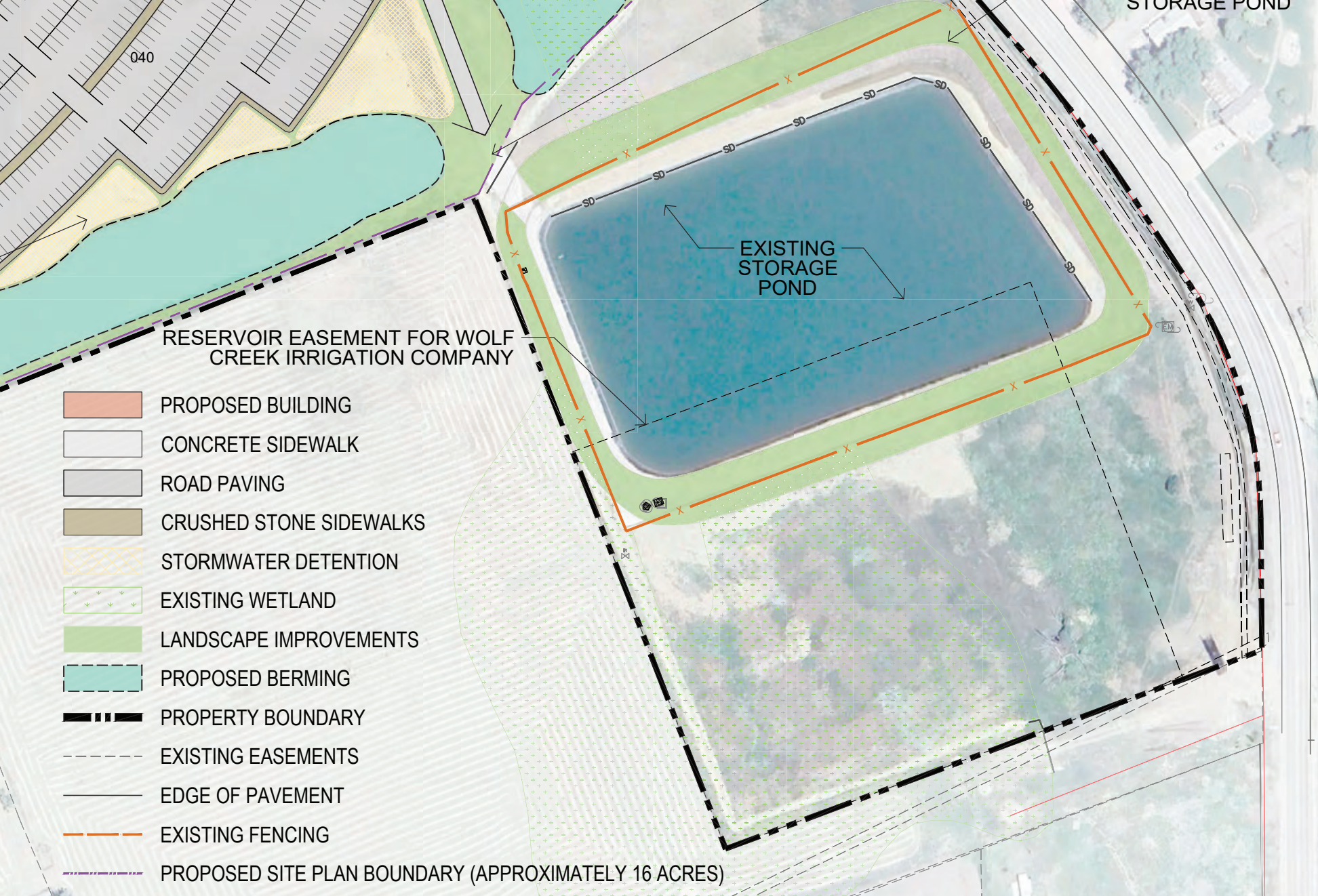
Recreation Use

POWDER

WOLF BARN PARCEL

SITE PLAN

MAP DATE: NOVEMBER 12, 2025





November 12, 2025

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

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

Dear Planning Commission,

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "BH", with a long horizontal flourish extending to the right.

Brooke Hontz
Chief Development & Construction Officer, Powder Mountain
435-640-1941
bhontz@powder.org

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