

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of creation for the LONGHORN INFRASTRUCTURE FINANCING DISTRICT located in WEBER COUNTY, dated MAY 22, 2025, complying with §17B-1-215, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the LONGHORN INFRASTRUCTURE FINANCING DISTRICT, located in WEBER COUNTY, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 6th day of June, 2025 at Salt Lake City, Utah.

DEIDRE M. HENDERSON
Lieutenant Governor

RECEIVED

APR 07 2025

Weber County Clerk/Auditor

**PETITION REQUESTING THE CREATION OF
LONGHORN INFRASTRUCTURE FINANCING DISTRICT
LOCATED IN WEBER COUNTY, UTAH**

April 7, 2025

Ricky Hatch
2380 Washington Blvd Suite #320
Ogden, Utah 84401
801-399-8400
rhatch@co.weber.ut.us

The undersigned (the “Petitioners”) hereby request that the Clerk of Weber County, Utah (the “County Clerk”) certify this Petition for the Longhorn Infrastructure Financing District (the “District”) pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “Act”). The Petitioners request the formation of the District in order to assist in the financing of public infrastructure to service and benefit the area within the proposed District.

I. Petitioners

Petitioners / Owners:

2020, LLC

6795 South 300 West, Midvale, UT 84047

as the owner of Weber County property parcels:

#10-036-0066

#10-177-0017

#10-035-0072

Red Lync II – Meibos, LLC

3200 Club House Drive, Suite 150, Lehi, UT 84043

as the owner of Weber County property parcel:

#10-036-0068

Contact Sponsor:

Pat Burns

1946 W 5600 S Roy, UT 84067

(801)710-2234

Pat@lynconstruction.com

The Petitioners represent 100% of the surface property owners within the proposed District’s boundaries. The Petitioners further represent that all of the property within the proposed District’s boundaries are within Weber County, Utah.

II. Proposed District Boundaries

The Petitioners request that the initial District's boundaries include the real property described in **Exhibit A** (the "Original District Boundaries"). The Original District Boundaries are further described and depicted in the final local entity plat, as shown in **Exhibit B** (the "Final Local Entity Plat").

III. Requested Service

The Petitioners request the Infrastructure Financing District be created in accordance with Chapter 2a Part 13 of the Act for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act, to service and benefit the District area.

IV. Governing Document

In accordance with the requirements of the Act, attached hereto as **Exhibit C** and incorporated by reference is a draft of the Governing Document, as the same may be amended and restated hereafter, for the District (the "Governing Document").

V. Engineer's Certificate

In accordance with the requirements of the Act, attached hereto as **Exhibit D** and incorporated by reference is certificate of an engineer, licensed under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, certifying that the costs of public infrastructure and improvements to be constructed within the boundary of the District exceed \$1,000,000.

VI. Board of Trustees

- a) The Petitioners hereby waive the residency requirement of Section 17B-1-302 of the Act.
- b) The District will be governed by an appointed Board of Trustees with each Trustee's term commencing on the date of the issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. The Petitioner proposes that the appointed Board of Trustees for the District be initially composed of three (3) appointed members who are agents, or officers of the property owner, as follows:

Trustee 1: Pat Burns, for an initial term of six (6) years

2702 North Burns Lane, Ogden, UT 84414

Trustee 2: Tom Willis, for an initial term of four (4) years

10088 North Sage Road East, Cedar Hills, UT 84062

Trustee 3: Nathan Combs, for an initial term of six (6) years

4962 West Juniper Bend, Herriman, UT 84096

- c) Transition to Elected Board. Respective board seats shall transition from appointed to elected seats according to the following milestones:

- i) Trustee 1. Trustee 1 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 60% of units within the District.
- ii) Trustee 2. Trustee 2 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 75% of units within the District.
- iii) Trustee 3. Trustee 3 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 90% of units within the District.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term

- d) Re-election, Re-appointment, Vacancy. Upon the expiration of a Trustee's respective term or any other vacancy relating thereto, any Trustee seat which has not transitioned to an elected seat shall be appointed by the remaining members of the Board, from owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-third of the taxable value of the property within such District at the time of a Trustee's nomination shall be entitled to nominate one Trustee seat for each one-third value (provided that the Board retains discretion to reject any nominee and request a new nominee from such property owner). In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be appointed by the remaining members of the Board from registered voters residing within the District, owners of land, or agents and officers of an owner of land within the boundaries of the District.
- e) No Divisions. Divisions will NOT be established within the boundary of the District so that some or all Board members represent a division rather than the District at large.

VII. Petitioner Consents and Acknowledgements

- a) The Petitioners hereby consent to:
 - i) The creation of the District within the Original District Boundaries;
 - ii) A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17B-1-302 of the Act;
 - iii) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act;
 - iv) The recording of a notice as required under Section 17B-1-215(2)(a), which will apply to all real property within the Original District Boundaries.
- b) The Petitioners hereby acknowledge and certify that the foregoing Trustees are either owners of property within the District or agents or officers of owners of property within the District.

VIII. Electronic Means; Counterparts

This Petition may be circulated by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same document.

IX. Instructions for Clerk

a) In accordance with the requirements of Section 17B-1-209 of the Act, the County Clerk has 45 days to determine whether this Petition complies with the requirements of Sections 17B-1-203(d), 17B-1-205(1), and 17B-1-208(1). If the County Clerk determines that the petition complies with the applicable requirements, the County Clerk shall mail or deliver written notification of the certification and a copy of the certified petition to the Contact Sponsor. An email to the Contact Sponsor at the email address provided above is an acceptable written notification.

b) If the County Clerk certifies this Petition, the County Clerk shall, within the 45 days specified above, file with the lieutenant governor, in addition to a copy of the certified Petition (including the exhibits hereto):

- i) a copy of the Notice of an Impending Boundary Action, attached hereto as **Exhibit E**; and
- ii) a copy of the Final Local Entity Plat.

c) Documents may be filed with the Lieutenant Governor's Office at annexations@utah.gov with the Contact Sponsor cc'd on such email.

d) If the County Clerk determines that this Petition fails to comply with any of the applicable requirements, the County Clerk shall reject this Petition and notify the Contact Sponsor in writing of the rejection and the reasons for the rejection. An email to the Contact Sponsor at the email address provided above is an acceptable written notification.

e) In the event the County Clerk fails to certify or reject this Petition within 45 days, this Petition will be deemed certified and the Petitioner may notify the Lieutenant Governor's Office and submit the required documents for creation of the District.

X. Statement of No Employment by the District

- (a) No employees will be employed by the District and, therefore, the District will not be subject to the Utah Retirement System ("URS") and its requirements.

[Signatures Follow on Next Page]

and submit the required documents for creation of the District.

IN WITNESS WHEREOF, the Petitioners have executed this Petition as of the date indicated above.

PETITIONERS

**2020, LLC, a
Utah limited liability company**

By: [Signature]
Name: Nathan Combs
Title: Manager

**RED LYNC II – MEIBOS, LLC, a
Utah limited liability company**

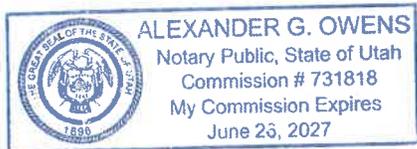
By: [Signature]
Name: Pat Burns
Title: Manager

STATE OF UTAH)

ss:

COUNTY OF Weber)

On this 29th day of January, in the year 2025, before me, Alexander Owens (Notary Name), a notary public, personally appeared, Nathan Combs, as Manager of 2020, LLC, and Pat Burns, as Manager of Red Lync II – Meibos, LLC, whose identities are personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn, Nathan Combs, did say that he is the Manager of 2020, LLC, a Utah limited liability company, and Pat Burns, did say that he is the Manager of Red Lync II – Meibos, LLC, a Utah limited liability company, and that they were duly authorized by said companies to sign this Petition, and that they acknowledged to me that said companies executed the same for the uses and purposes set forth herein.



[Signature]
NOTARY PUBLIC

**EXHIBIT A
LEGAL DESCRIPTION**

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 26 OF VAQUERO VILLAGE CLUSTER SUBDIVISION 1ST AMENDMENT, SAID POINT LIES 1335.30 FEET NORTH 00°38'39" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 14 (SOUTH QUARTER CORNER BEING S89°13'19"E 2643.28 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 14); THENCE NORTH 00°38'39" EAST 9.97 FEET ALONG THE EAST LINE OF VAQUERO VILLAGE CLUSTER SUBDIVISION 1ST AMENDMENT TO THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 89°13'20" WEST 491.80 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 00°44'41" WEST 11.23 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE NORTH 89°22'10" WEST 828.12 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00°43'01" EAST 1331.89 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°31'02" EAST 3132.46 FEET ALONG SAID QUARTER SECTION LINE; THENCE SOUTH 01°07'35" WEST 549.07 FEET; THENCE SOUTH 89°24'27" EAST 402.07 FEET; THENCE SOUTH 00°47'57" WEST 205.71 FEET; THENCE SOUTH 89°24'27" EAST 111.60 FEET; THENCE SOUTH 00°47'57" WEST 150.00 FEET; THENCE SOUTH 89°24'27" EAST 291.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 6700 WEST STREET; THENCE SOUTH 00°47'57" WEST 60.00 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89°24'27" WEST 291.00 FEET; THENCE SOUTH 00°47'57" WEST 375.16 FEET; THENCE NORTH 89°22'46" WEST 2321.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 105.034 ACRES.

TOGETHER WITH:

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, BEING THE REMAINDER PARCEL TO AN UNAPPROVED SUBDIVISION OF WEBER COUNTY TAX PARCEL 10-035-0068, DESCRIBED IN THAT CERTAIN PARCEL ADJUSTMENT - QUIT CLAIM DEED RECORDED AS ENTRY 3261355 OF THE WEBER COUNTY RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING SOUTH 89°35'53" EAST 2654.53 FEET MEASURED BETWEEN THE WEBER COUNTY BRASS CAP MONUMENTS MARKING THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SAID SECTION 13; SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13, THENCE NORTH 89°35'53" WEST 313.78 FEET COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 00°24'07" EAST 60.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 900 SOUTH STREET (SR-I 53), A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548" AND THE TRUE POINT OF BEGINNING:

THENCE NORTH 11°17'22" EAST 971.20 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 89°21'34" EAST 1266.22 FEET ALONG AN ANCIENT FENCE LINE AND ITS PROLONGATION TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 00°14'45" WEST 693.96 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 89°45'15" WEST 3.42 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 00°34'07" WEST 257.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID 900 SOUTH STREET; THENCE NORTH 88°57'57" WEST 314.69 FEET COINCIDENT WITH SAID RIGHT OF WAY TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 89°38'04" WEST 1132.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.656 ACRES.

EXHIBIT B
FINAL LOCAL ENTITY PLAT

FINAL LOCAL ENTITY PLAT

LONGHORN INFRASTRUCTURE FINANCING DISTRICT

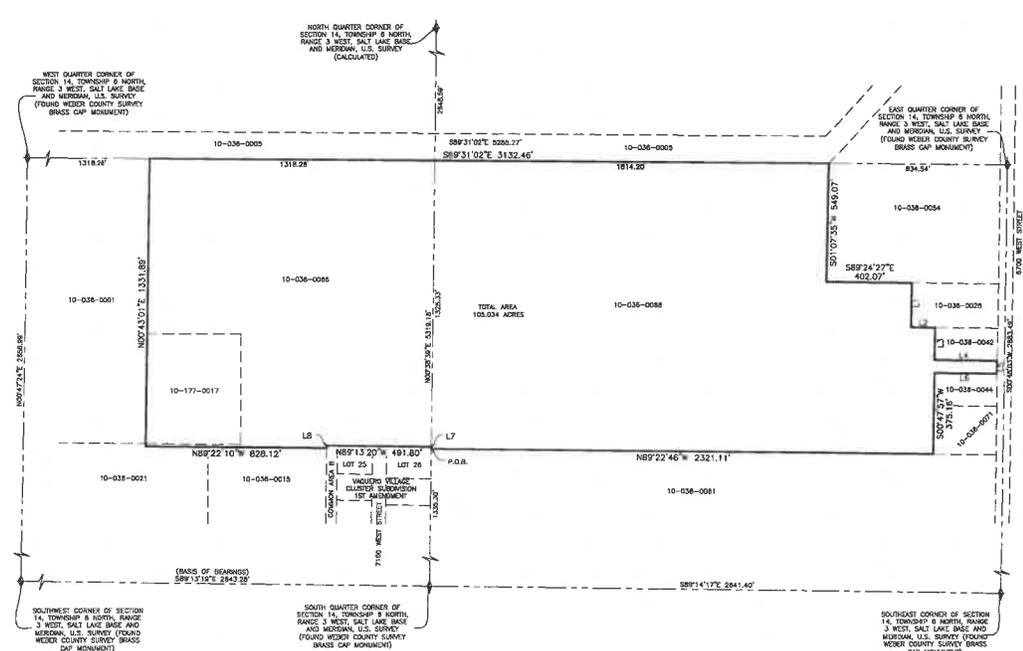
PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, JASON T. FELT, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 20, CHAPTER 22, PROFESSIONAL SURVEYING AND LAND SURVEYING ACT, AND THAT I HAVE COMPLETED THIS FINAL LOCAL ENTITY PLAT. IN ACCORDANCE WITH SECTION 17-20-20 OF UTAH STATE CODE, I HAVE MADE MY BEST, OR UNDER NO OBJECTION, AND SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF CREATING THE LONGHORN INFRASTRUCTURE FINANCING DISTRICT AND DEFECTIVE TRADE WORKPASSES WITHIN WEBER COUNTY THAT WILL BE ANNEXED INTO THAT DISTRICT.

SIGNED THIS _____ DAY OF _____ 20____

JASON T. FELT
UTAH LICENSE NUMBER _____





Weber County

Weber County Surveyor's Office
https://www.webercountyutah.gov/Recorder_Surveyor/
2380 Washington Blvd., Suite 370
Ogden, Utah 84401-1473
Phone: (801) 399-8020

April 2, 2025

To Whom It May Concern:

Based upon state code [17-23-20] the Weber County Surveyor's office has reviewed the proposed plat for annexation into Longhorn Infrastructure Financing District by(for) Longhorn Subdivision and all conditions for approval by this office at this time have been satisfied. Conditions of size, type, and legibility will be reviewed at the time of submittal of mylar to this office for final approval and county surveyor signature. If any additional changes are made to the attached plat, another review will be required by this office for approval.

Thank you

Weber County Surveyor's Office
Bridger Curtis
(801)399-8106

EXHIBIT C
GOVERNING DOCUMENT

**GOVERNING DOCUMENT
FOR
LONGHORN INFRASTRUCTURE FINANCING DISTRICT
LOCATED IN WEBER COUNTY, UTAH**

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LIST OF EXHIBITS

- EXHIBIT A** Legal Description of Original District Boundaries
- EXHIBIT B** Copy of Development Agreement

I. INTRODUCTION

The District is a body corporate and politic with perpetual succession, a quasi-municipal corporation, a political subdivision of the State, and separate and distinct from and independent of any other political subdivision of the State. It is intended that the District will provide a part or all of the Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance or reimburse the construction of these Improvements pursuant to the Special District Act and the Assessment Act and to finance or reimburse the construction of C-PACE Improvements.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

“Assessment Act” means Title 11, Chapter 42, Utah Code as may be amended from time to time.

“Board” means the board of trustees of the District.

“C-PACE Act” means Title 11, Chapter 42a, Utah Code as may be amended from time to time.

“C-PACE Improvements” means any improvements within an energy assessment area pursuant to the C-PACE Act.

“District” means Longhorn Infrastructure Financing District.

“Governing Document” means this Governing Document for the District.

“Improvements” means all or a portion of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally permitted in the Special District Act or the Assessment Act, as determined by the Board.

“Original District Boundaries” means the boundaries of the District, as area described in **Exhibit A** hereto.

“Petitioners” means 2020, LLC, a Utah limited liability company, and Red Lync II – Meibos, LLC, a Utah limited liability company, as the petitioners requesting the creation of the District.

“Special District Act” means Title 17B of the Utah Code, including Chapter 2a, Part 13, Infrastructure Financing Districts, as amended from time to time.

“State” means the State of Utah.

“Trustee” means a member of the Board.

“Utah Code” means the Utah Code Annotated 1953, as amended.

III. ORIGINAL DISTRICT BOUNDARIES; DESIGNATED EXPANSION AREA

A. Original District Boundaries. The area of the Original District Boundaries includes approximately 134.69 acres, as further described in **Exhibit A**.

B. Corrections to Legal Descriptions. Prior to recordation of a final local entity plat of the District, the Petitioner or their designee may make any corrections, deletions, or additions to the legal descriptions attached hereto which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments.

IV. DESCRIPTION OF POWERS AND IMPROVEMENTS

A. District Powers. The District shall have all of the power granted to an infrastructure financing district under the Special District Act, including any powers granted after the date of this Governing Document, except as may be expressly amended or reserved by resolution of the Board. The District shall have the power and authority to provide the Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, the Assessment Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

B. Proposed Improvements. The purpose of the District is to finance the Improvements and C-PACE Improvements. It is anticipated that the district will finance all or a portion of the following Improvements, provided the District may finance any improvements permitted under the Special District Act, the Assessment Act, or the C-PACE Act: sewer, secondary water, culinary water, curb, gutters, asphalt, storm drain, sidewalks, trails, gas lines, power lines, and related improvements.

V. THE BOARD OF TRUSTEES

A. Board Composition. The District shall be governed by a Board of Trustees. The Board shall be composed of three Trustees. The owners of surface property within the District waived the residency requirement. The initial Board is appointed as follows, with all terms commencing on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah:

1. Trustee 1. Pat Burns is hereby appointed to the Board with an initial term of six (6) years.

2. Trustee 2. Tom Willis is hereby appointed to the Board with an initial term of four (4) years.

3. Trustee 3. Nathan Combs is hereby appointed to the Board with an initial term of six (6) years.

B. Transition to Elected Board. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1. Trustee 1 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 60% of units within the district.

2. Trustee 2. Trustee 2 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 75% of units within the District.

3. Trustee 3. Trustee 3 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 90% of units within the District.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term.

C. Reelection, Reappointment, Vacancy.

Upon the expiration of a Trustee's respective term or any other vacancy relating thereto, any Trustee seat which has not transitioned to an elected seat shall be appointed by the remaining members of the Board, from owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-third of the taxable value of the property within such District at the time of a Trustee's nomination shall be entitled to nominate one Trustee seat for each one-third value (provided that the Board retains discretion to reject any nominee and request a new nominee from such property owner). In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be appointed by the remaining members of the Board from registered voters residing within the District, owners of land, or agents and officers of an owner of land within the boundaries of the District.

D. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with the Special District Act, shall be entitled to vote on such matters.

VI. DEVELOPMENT AGREEMENT

In accordance with the requirements of the Special District Act, attached hereto as **Exhibit B** is a copy of the "Development Agreement" (if applicable) relating to infrastructure to be developed within the boundary of the District and for which the District anticipates providing funding. The Development Agreement is subject to amendment and revision and is not a limitation on the Improvements that may be financed by the District.

VII. GOVERNING DOCUMENT AMENDMENT

Subject to the limitations of the Special District Act, this Governing Document may be amended by passage of a resolution of the Board approving such amendment.

EXHIBIT A
LEGAL DESCRIPTION OF ORIGINAL DISTRICT BOUNDARY

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 14,
TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S.
SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 26 OF VAQUERO VILLAGE CLUSTER SUBDIVISION 1ST AMENDMENT, SAID POINT LIES 1335.30 FEET NORTH 00°38'39" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 14 (SOUTH QUARTER CORNER BEING S89°13'19"E 2643.28 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 14); THENCE NORTH 00°38'39" EAST 9.97 FEET ALONG THE EAST LINE OF VAQUERO VILLAGE CLUSTER SUBDIVISION 1ST AMENDMENT TO THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 89°13'20" WEST 491.80 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 00°44'41" WEST 11.23 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE NORTH 89°22'10" WEST 828.12 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00°43'01" EAST 1331.89 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°31'02" EAST 3132.46 FEET ALONG SAID QUARTER SECTION LINE; THENCE SOUTH 01°07'35" WEST 549.07 FEET; THENCE SOUTH 89°24'27" EAST 402.07 FEET; THENCE SOUTH 00°47'57" WEST 205.71 FEET; THENCE SOUTH 89°24'27" EAST 111.60 FEET; THENCE SOUTH 00°47'57" WEST 150.00 FEET; THENCE SOUTH 89°24'27" EAST 291.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 6700 WEST STREET; THENCE SOUTH 00°47'57" WEST 60.00 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89°24'27" WEST 291.00 FEET; THENCE SOUTH 00°47'57" WEST 375.16 FEET; THENCE NORTH 89°22'46" WEST 2321.11 FEET TO THE POINT OF BEGINNING.

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TOGETHER WITH:

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TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S.
SURVEY, BEING THE REMAINDER PARCEL TO AN UNAPPROVED SUBDIVISION OF WEBER COUNTY TAX PARCEL 10-035-0068, DESCRIBED IN THAT CERTAIN PARCEL ADJUSTMENT - QUIT CLAIM DEED RECORDED AS ENTRY 3261355 OF THE WEBER COUNTY RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING SOUTH 89°35'53" EAST 2654.53 FEET MEASURED BETWEEN THE WEBER COUNTY BRASS CAP MONUMENTS MARKING THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SAID SECTION 13; SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13, THENCE NORTH 89°35'53" WEST 313.78 FEET COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 00°24'07" EAST 60.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF

900 SOUTH STREET (SR-I 53), A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548" AND THE TRUE POINT OF BEGINNING:

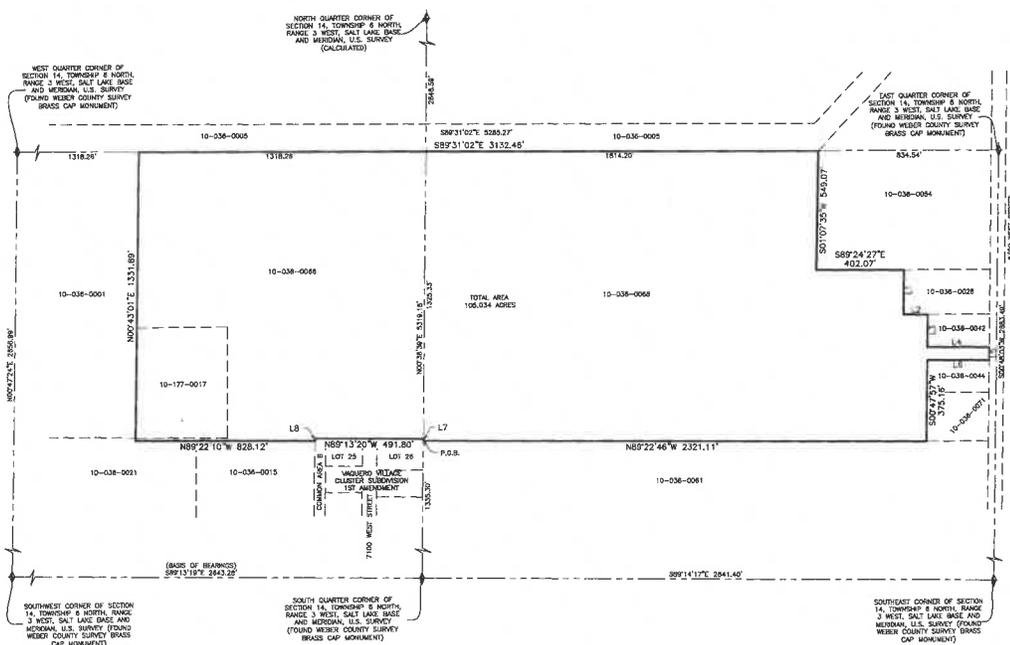
THENCE NORTH $11^{\circ}17'22''$ EAST 971.20 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH $89^{\circ}21'34''$ EAST 1266.22 FEET ALONG AN ANCIENT FENCE LINE AND ITS PROLONGATION TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH $00^{\circ}14'45''$ WEST 693.96 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH $89^{\circ}45'15''$ WEST 3.42 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH $00^{\circ}34'07''$ WEST 257.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID 900 SOUTH STREET; THENCE NORTH $88^{\circ}57'57''$ WEST 314.69 FEET COINCIDENT WITH SAID RIGHT OF WAY TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH $89^{\circ}38'04''$ WEST 1132.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.656 ACRES.

FINAL LOCAL ENTITY PLAT

LONGHORN INFRASTRUCTURE FINANCING DISTRICT

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH

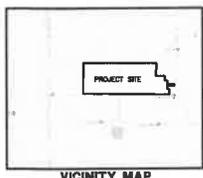


SURVEYOR'S CERTIFICATE

I, JASON T. FELT, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 20, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND THAT I HAVE COMPLETED THIS FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-25-25 OF UTAH STATE CODE. THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION AND SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF CREATING THE LONGHORN INFRASTRUCTURE FINANCING DISTRICT AND DESIGNING THOSE INSTRUMENTS WITHIN WEBER COUNTY THAT WILL BE ANNEXED INTO THAT DISTRICT.

SIGNED THIS _____ DAY OF _____ 20____

9282853
UTAH LICENSE NUMBER JASON T. FELT



BASIS OF BEARINGS

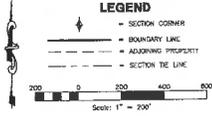
A LINE BEARING SOUTH 88°51'42" EAST BETWEEN THE BRASS CAP MONUMENT FOR THE SOUTHWEST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 14 WAS USED AS THE BASIS OF BEARINGS FOR THIS BEARING.

LEGAL DESCRIPTION

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 28 OF WARDEN VILLAGE CLUSTER SUBDIVISION 1ST AMENDMENT, SAID POINT BEING 1330.30 FEET NORTH 00°30'30" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 00°30'30" EAST 3.97 FEET ALONG THE EAST LINE OF WARDEN VILLAGE CLUSTER SUBDIVISION 1ST AMENDMENT TO THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 89°52'00" WEST 48.90 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 00°44'41" WEST 11.23 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE NORTH 89°22'10" WEST 828.12 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00°47'07" EAST 1531.80 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 88°31'02" EAST 312.48 FEET ALONG SAID QUARTER SECTION LINE; THENCE SOUTH 07°47'57" EAST 549.07 FEET; THENCE SOUTH 89°43'37" EAST 402.07 FEET; THENCE SOUTH 89°43'37" EAST 111.60 FEET; THENCE SOUTH 02°47'57" WEST 150.00 FEET; THENCE SOUTH 89°43'37" EAST 281.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 8700 WEST STREET; THENCE SOUTH 07°47'57" WEST 80.00 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 88°24'37" WEST 291.00 FEET; THENCE SOUTH 07°47'57" WEST 378.18 FEET; THENCE NORTH 89°22'48" WEST 2321.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 100.034 ACRES.



LINE TABLE

LINE	BEARING	DISTANCE
1	S 89°51'02" E	5285.27'
2	S 89°51'02" E	3132.48'
3	N 89°22'10" W	828.12'
4	N 89°22'10" W	2321.11'
5	N 89°22'48" W	2321.11'
6	S 89°11'17" E	2541.42'
7	S 89°15'10" E	2443.22'
8	N 89°43'37" E	1531.80'
9	N 89°43'37" E	111.60'
10	S 89°43'37" E	402.07'
11	S 89°43'37" E	549.07'
12	S 89°43'37" E	150.00'
13	S 89°43'37" E	281.00'
14	S 89°43'37" E	312.48'
15	S 89°43'37" E	48.90'
16	S 89°43'37" E	3.97'

WEBER COUNTY CLERK

I, THE WEBER COUNTY CLERK, AS THE APPROVING AUTHORITY FOR THIS PLAT, BASED ON THE DEFINITION SET FORTH IN UTAH CODES 17-23-20(4), BEING THE PERSON REQUIRED TO SUBMIT A NOTICE OF IMPENDING BOUNDARY ACTION TO THE LEGISLATIVE GOVERNOR UNDER 17B-1-208(3)(D)(V), HAVE CERTIFIED THE PRESEN FOR THIS FINAL LOCAL ENTITY PLAT.

SIGNED THIS _____ DAY OF _____ 20____

WEBER COUNTY CLERK

WEBER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO DRAFTERD THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED _____ DAY OF _____ 20____

WEBER COUNTY SURVEYOR

WEBER COUNTY SURVEYOR

Reeve & Associates, Inc.

1100 WEST 1000 SOUTH, SUITE 200, OGDEN, UTAH 84403
TEL: (801) 221-7600 FAX: (801) 221-7600

PROJECT INFO.

Surveyor: _____

Design: _____

Scale: _____

Final Local Entity Plat

License Number: 9282853

Revision: 2-17-24 E.C.

Scale: 1"=200'

Sheet: 1 OF 2

WEBER COUNTY RECORDER

Entry No. _____ Fee Paid _____

And Recorded: _____

At _____ in Book _____

Of the Official Records, Page _____

Recorded For: _____

Water County Recorder
Deputy:

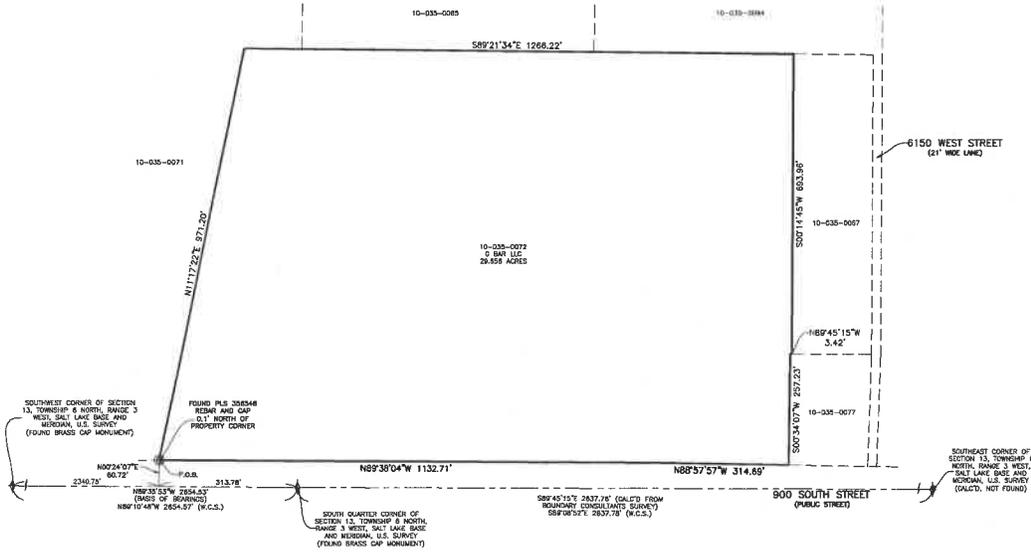
FINAL LOCAL ENTITY PLAT

LONGHORN INFRASTRUCTURE FINANCING DISTRICT

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH



VICINITY MAP
NOT TO SCALE



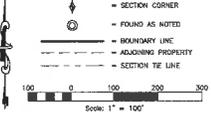
BASIS OF BEARINGS

A LINE BEARING NORTH 89°23'57\" WEST BETWEEN SAID SOUTH QUARTER AND SOUTHWEST CORNERS WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY. BEARINGS FOR THIS PARCEL WERE ROTATED FROM WEBER COUNTY BEARINGS TO MATCH RECORDS AND SURVEYS OF RECORD WITH WEBER COUNTY.

LEGAL DESCRIPTION

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, BEING THE REMAINDER TO AN UNIMPROVED SUBDIVISION OF WEBER COUNTY TAX PARCEL 10-036-0096 DESCRIBED IN TAYLOR CERTAIN PAPER ADJUSTMENT - NEW CAN BEING RECORDED AS PART 13-036-0096 OF THE WEBER COUNTY RECORDS, BASIS OF BEARING FOR SUBJECT PARCEL BEING SOUTH 89°23'57\" EAST 2984.83 FEET MEASURED BETWEEN THE WEBER COUNTY CORNER OF SAID SECTION 13 - SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST QUARTER CORNER OF SAID SECTION 13, THENCE NORTH 89°23'57\" WEST 313.78 FEET COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, THENCE NORTH 00°00'00\" EAST 60.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 800 SOUTH STREET (SR-4-83), A NUMBER FIVE (5) FEET AND CAP STAMPED \"PLS 356548\", THENCE SOUTH 89°23'57\" WEST 963.88 FEET TO A NUMBER FIVE (5) FEET AND CAP STAMPED \"PLS 356548\", THENCE SOUTH 00°00'00\" EAST 1298.22 FEET ALONG AN ANCIENT FENCE LINE AND ITS PROLONGATION TO A NUMBER FIVE (5) FEET AND CAP STAMPED \"PLS 356548\", THENCE SOUTH 00°00'00\" WEST 963.88 FEET TO A NUMBER FIVE (5) FEET AND CAP STAMPED \"PLS 356548\", THENCE NORTH 89°23'57\" WEST 314.69 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID 800 SOUTH STREET, THENCE NORTH 89°23'57\" WEST 314.69 FEET COINCIDENT WITH SAID RIGHT OF WAY TO A NUMBER FIVE (5) FEET AND CAP STAMPED \"PLS 356548\", THENCE NORTH 89°23'57\" WEST 1132.71 FEET TO THE POINT OF BEGINNING. CONTAINING 29.858 ACRES.

LEGEND



Reeve & Associates, Inc.
1100 W. 1000 S. SUITE 200
SALT LAKE CITY, UT 84119-1000

PROJECT INFO.

Surveyor: A. FELT
 Designer: M. ANDERSON
 Date: 8-28-2024
 Name: FINAL LOCAL ENTITY PLAT
 Number: 2024-03
 Revision: 2024-03-28, R.L.B.
 Scale: 1\" = 100'
 Sheet: 2 OF 2

WEBER COUNTY RECORDER

Entry No. _____ Fee Paid _____
 And Recorded _____
 Of The Official Records, Page _____
 Resealed For _____
 Webber County Recorder
 Deputy



Weber County

Weber County Surveyor's Office
https://www.webercountyutah.gov/Recorder_Surveyor/
2380 Washington Blvd., Suite 370
Ogden, Utah 84401-1473
Phone: (801) 399-8020

April 2, 2025

To Whom It May Concern:

Based upon state code [17-23-20] the Weber County Surveyor's office has reviewed the proposed plat for annexation into Longhorn Infrastructure Financing District by(for) Longhorn Subdivision and all conditions for approval by this office at this time have been satisfied. Conditions of size, type, and legibility will be reviewed at the time of submittal of mylar to this office for final approval and county surveyor signature. If any additional changes are made to the attached plat, another review will be required by this office for approval.

Thank you

Weber County Surveyor's Office
Bridger Curtis
(801)399-8106

EXHIBIT B
COPY OF DEVELOPMENT AGREEMENT



W3328294

E# 3328294 PG 1 OF 22

LEANN H KILTS, WEBER CTY. RECORDER
06-JUN-24 1142 AM FEE \$.00 SED
REC FOR: WEBER COUNTY PLANNING

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

Pat Burns, 2020 LLC

List of Attachments

Attachment A: Project Area Legal Description and Graphic Depiction

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DEVELOPMENT AGREEMENT

Longhorn Estates Subdivision

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Pat Burns, 2020 L.L.C. ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop a residential subdivision (the "Project") in the unincorporated area of Weber County, and

WHEREAS, The Developer's objective is to develop no more than 116 single-family dwelling lots that complement the character of the community and is financially successful; and

WHEREAS, The County's objective is to approve only development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners; and

WHEREAS, The Project is currently zoned Agricultural (A-2) and Developer desires to rezone the Project to the R1-15 zone consistent with the terms and provisions contained herein; and

WHEREAS, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Attachment A: Project Area Legal Description and Graphic Depiction**. A concept plan showing the layout of the Project is contained in **Attachment B Concept Plan**.

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Effective Date, Expiration, Termination.

1.1. Effective Date. The Effective Date of this Agreement is the latter of:

1.1.1. The last date upon which it is signed by any of the Parties hereto;

1.1.2. The recordation of this Agreement; or

1.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.

1.2. Expiration. This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire.

1.3. Termination. This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:

1.3.1. The term of this Agreement expires;

1.3.2. The Project is abandoned or the use is discontinued, as provided for by Weber County

Code Chapter 108-12; or

- 1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 10 of this Agreement.

2. Definitions and Interpretation.

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision

- 2.1. **Agreement.** "Agreement" means this Development Agreement between the County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 2.2. **Code.** "Code" means the Weber County Code.
- 2.3. **County.** "County" means Weber County, Utah.
- 2.4. **Developer.** "Developer" means 2020 LLC or its Assignees as provided in Section 8 of this Agreement.
- 2.5. **Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 2.6. **Force Majeure Event.** "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of governmental or judicial authority.
- 2.7. **Parties.** "Parties" means the Developer and the County.
- 2.8. **Project.** "Project" means development on the Project Site.
- 2.9. **Project Site.** "Project Site" means the land area on which the Project will be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.
- 2.10. **Routine and Uncontested.** "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.
- 2.11. **Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and valid approval is obtained from the county.
- 2.12. **Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. Project Description.

The project is described by legal description in Attachment A.

4. Project Location and Illustration.

The Project is located at approximately 670 South, 7100 West, and is conceptually illustrated in Attachment B.

5. Vesting.

- 5.1. To the maximum extent permitted under the laws of the County, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Developer the right to develop and use the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the County (collectively, the "Vested Rights"). The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code.
- 5.2. Neither the County nor any department or agency of the County shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each a "New Law") that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and / or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than applicable law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, and the applicable zoning ordinance are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar zoning designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.
- 5.3. The Developer acknowledges that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.
- 5.4. The parties mutually acknowledge that any use lawfully established under vested laws and this Agreement replaces and supersedes any previously approved development agreements pertaining to or recorded against the Property and Project including.

6. Development Standards.

- 6.1. Lot Development Standards.** The use of the Project shall be developed in a manner that is consistent with the development standards of the R1-15 zone.
- 6.2. Public Improvements Required within Vaquero Village Phase 1.** The Parties acknowledge that the development of the Project is contingent on Developer satisfactorily completing, at the discretion of the County, infrastructure within the adjacent subdivision known on the County Recorder's records as Vaquero Village Cluster Subdivision, together with any of its amendments. Developer agrees to complete the following prior to recordation of any subdivision plat within the Project. Developer further agrees that the cost to provide the following improvements shall be included in the subdivision escrow and escrow agreement for the first subdivision plat within the Project.
- 6.2.1. Street Right-of-way Improvements.**
- 6.2.1.1.** A ten-foot wide concrete or asphalt pathway shall be installed within the 7100 West public right-of-way. Alternatively, if an easement can be acquired from affected lot owners, the 10-foot wide pathway may be located within a designated pathway easement immediately adjacent to the 7100 West public right-of-way.
- 6.2.1.2.** A sewer line shall be installed through Vaquero Village so that the homeowners within Vaquero Village may connect.
- 6.2.1.3.** Downward directed and fully shielded street lights shall be installed on both the northeast and northwest corners of 7100 West Street and 900 South Street.
- 6.2.1.4.** A push-button activated battery powered and solar charged rapid flashing beacon mechanism, and signage, shall be installed on both sides of 900 South Street at the intersection of 7100 West. Developer shall paint a crosswalk across 900 South Street, and install or cause to be installed warning signage for both directions that indicates the crossing placed at an advanced distance ahead of the crossing pursuant to the speed of the street, as determined by the County Engineer.
- 6.2.2. Secondary Water System**
- 6.2.2.1.** The secondary water system shall conform to all requirements of section 106-4-2.010 of the Weber County Code.
- 6.2.2.2.** The secondary system shall be redesigned to conform to the private water system industry standards and approved by the County Engineer and the culinary water authority.
- 6.2.3. Stormwater Detention and Management**
- 6.2.3.1.** Drainage canals shall be provided to prevent water from pooling on the west and east edges of the subdivision.
- 6.2.3.2.** Drainage canals shall be designed to move water from the west and east edge of the Vaquero Village subdivision and shall be connected to a functioning drainage that is connected to the larger regional drainage canal.
- 6.2.4. Landscaping**
- 6.2.4.1.** Developer agrees that the landscaping of Parcel A of Vaquero Village Cluster Subdivision shall be included in the escrow and escrow

agreement, and that landscaping shall be completed before conditional acceptance of improvements in Longhorn Estates.

6.3. Public Improvements Required in Longhorn Estates

6.3.1. Street right-of-way and improvements

- 6.3.1.1. Developer agrees to provide secondary access to the subdivision pursuant to county code and fire authority requirements.
- 6.3.1.2. Developer agrees to construct the secondary access roads and enter into a maintenance agreement for the secondary access roads.
- 6.3.1.3. Developer agrees to provide a traffic study with the first subdivision application. The traffic study shall provide for the entire Project at buildout.
- 6.3.1.4. Developer is responsible for the construction of a 10' paved pathway built within a 30' pathway easement that runs parallel to the northern canal. The pathway shall extend from east to west for the length of the Project. Alternatively, the Developer may install the 10-foot paved pathway on the parcel that contains the canal, provided a written agreement is provided to the County from the owner(s) of the canal, and the pathway extends all the way to 7500 West.
- 6.3.1.5. Developer hereby volunteers to follow the connectivity standards as provided in Section 106-2-4.030.
- 6.3.1.6. Street adjacent pathways and mid-block pathways shall be dedicated and constructed to conform to section 106-2-4.030.
- 6.3.1.7. The streets shall be lined with trees, spaced at a distance so that, at maturity, their canopies converge. The trees shall be of a species that are deep-rooted and have a high likelihood of survival, given the unique characteristics of the soils. Developer shall install or cause to be installed sufficient soils, soil nutrients, and irrigation mechanisms to ensure tree health. Trees, soils, soil nutrients, and irrigation mechanisms shall be provided in the escrow and escrow agreement of each subdivision within the Project.
- 6.3.1.8. Developer agrees to install streets designed as illustrated in Attachment C.
- 6.3.1.9. Developer agrees to follow the prescribed right-of-way widths and alignments of the Western Weber General Plan.

6.3.2. Landscaping

- 6.3.2.1. The developer shall create an HOA landscape review board for the enforcement of Code Section 108-7-12 Water-Wise Landscaping.
- 6.3.2.2. Each lot owner shall submit an HOA-approved landscape plan with the building permit application for the primary structure.
- 6.3.2.3. The developer agrees to create an HOA. The association shall be given the responsibility and authority to review and approve all final landscape proposals and shall enforce the same. The HOA shall also be responsible for landscape maintenance along all pathways and pathway easements.

6.4. Parks and Open Space

6.4.1. Voluntary Contributions

- 6.4.1.1.** The Parties agree that as part of the mutual consideration of this agreement and the rezone to which it is linked, the Developer will make a donation to the local park district before the final plat recordation. This donation may be actual funds, in-kind contribution, or any other equitable arrangement as mutually agreeable by the park district and developer, as evidenced in writing to the County from the park district. Unless specified in writing otherwise by the Park District, Developer agrees that this donation shall be \$7,500 per lot, and shall be paid to the district prior to recordation of the applicable subdivision plat.

6.5. Developer Performance

6.5.1. Subdivision Improvement Completion

- 6.5.1.1.** All unfinished and inoperable subdivision improvements within the Vaquero Village Cluster Subdivision Phase 1 shall be completed and made operable prior to recordation of the first plat in the Project.
- 6.5.1.2.** As a result of default, the zoning classification shall revert back to its previous (A-2) classification.

6.5.2. Subdivision plat amendment of Vaquero Village Cluster Subdivision

- 6.5.2.1.** Developer agrees to re-plat and pay all subdivision fees to amend the Vaquero Village Cluster Subdivision Phase 1 plat into a non-cluster subdivision. In the event Developer cannot get all applicable owners to sign the amended plat, County agrees that only those lots with owners willing to sign shall be included in the amended plat. This shall occur prior to the recordation of the first subdivision within the Project.

7. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

- 7.1. Project Facility Repair, Maintenance and Replacement.** Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.
- 7.2. Authorized Changes, Enlargements, or Alterations.** As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor, provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.
- 7.2.1. Changes Necessary to Comply with Other Laws.** Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.

- 7.2.2. **De Minimis Changes.** Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are routine and uncontested.

8. General Provisions.

- 8.1. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned as provided herein.
- 8.1.1. **Total Assignment of Project and Project Site.** The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any division of land, if applicable, and complies with County Laws.
- 8.2. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 8.3. **Utah Law.** This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 8.4. **Authority.** Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 8.5. **Duty to Act Reasonably and in Good Faith.** Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 8.6. **Communication and Coordination.** The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 8.7. **Force Majeure Event.** A Force Majeure Event shall be promptly addressed by Developer. County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect.

9. Notices.

- 9.1. **Written Notice.** Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.
- 9.2. **Addresses.** Notices shall be given to the Parties at their addresses set forth as follows:

If to the County:

Weber County Commission
2380 Washington Blvd, Ste #360
Ogden, UT 84401

With copies to:

Weber County Attorney
2380 Washington BLVD, Ste. #230
Ogden, UT 84401

Weber County Planning Director
2380 Washington BLVD, Ste. #240
Ogden, UT 84401

If to Developer:

2702 N Burns Lane, North Ogden, UT 84404

- 9.3. Notice Effect.** Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

10. Default and Remedies.

- 10.1. Failure to Perform Period.** No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.
- 10.2. Remedies.** The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project.
- 10.3. Dispute Resolution Process.**
- 10.3.1. Conference.** In the event of any dispute relating to this Agreement, the Parties, upon the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.
- 10.3.2. Mediation.** If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation.

The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

11. Entire Agreement.

This Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

12. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

SIGNATURES

"County"

Weber County, a body corporate and politic of the State of Utah

By: _____

James H. "Jim" Harvey
Chair, Weber County Commission

DATE: _____

3/26/2024

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor



"Owner"
Nathan Combs, 2020 LLC

By: [Signature]

Print Name: Nathan Combs

Title: Manager

DATE: 5/15/24

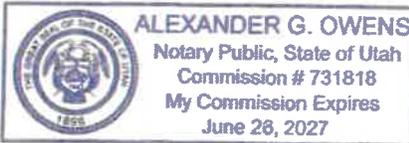
Developer Acknowledgment

State of Utah)

)ss.

County of Weber)

On the 15th day of May, 2024, personally appeared before me Nathan Combs, who being by me duly sworn, did say that he is the Manager of 2020 LLC, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.



June 26, 2027

My Commission Expires:

Weber County

Notary Public, residing in

"Developer"
Pat Burns, Lync Construction LLC

By: 

Print Name: Pat Burns

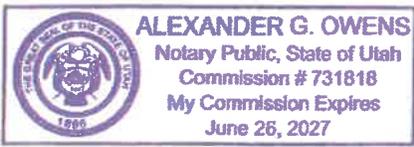
Title: Manager

DATE: 05/14/24

Developer Acknowledgment

State of Utah)
)ss.
County of Weber)

On the 14th day of May, 2024, personally appeared before me Pat Burns, who being by me duly sworn, did say that he is the Manager of Lync Construction, LLC, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.



June 26, 2027

Weber County

My Commission Expires:

Notary Public, residing in

**Attachment A - Legal Description
and Graphic Representation**



WEBER COUNTY, UTAH
JOB NO. 6298-23
3-14-2024

PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

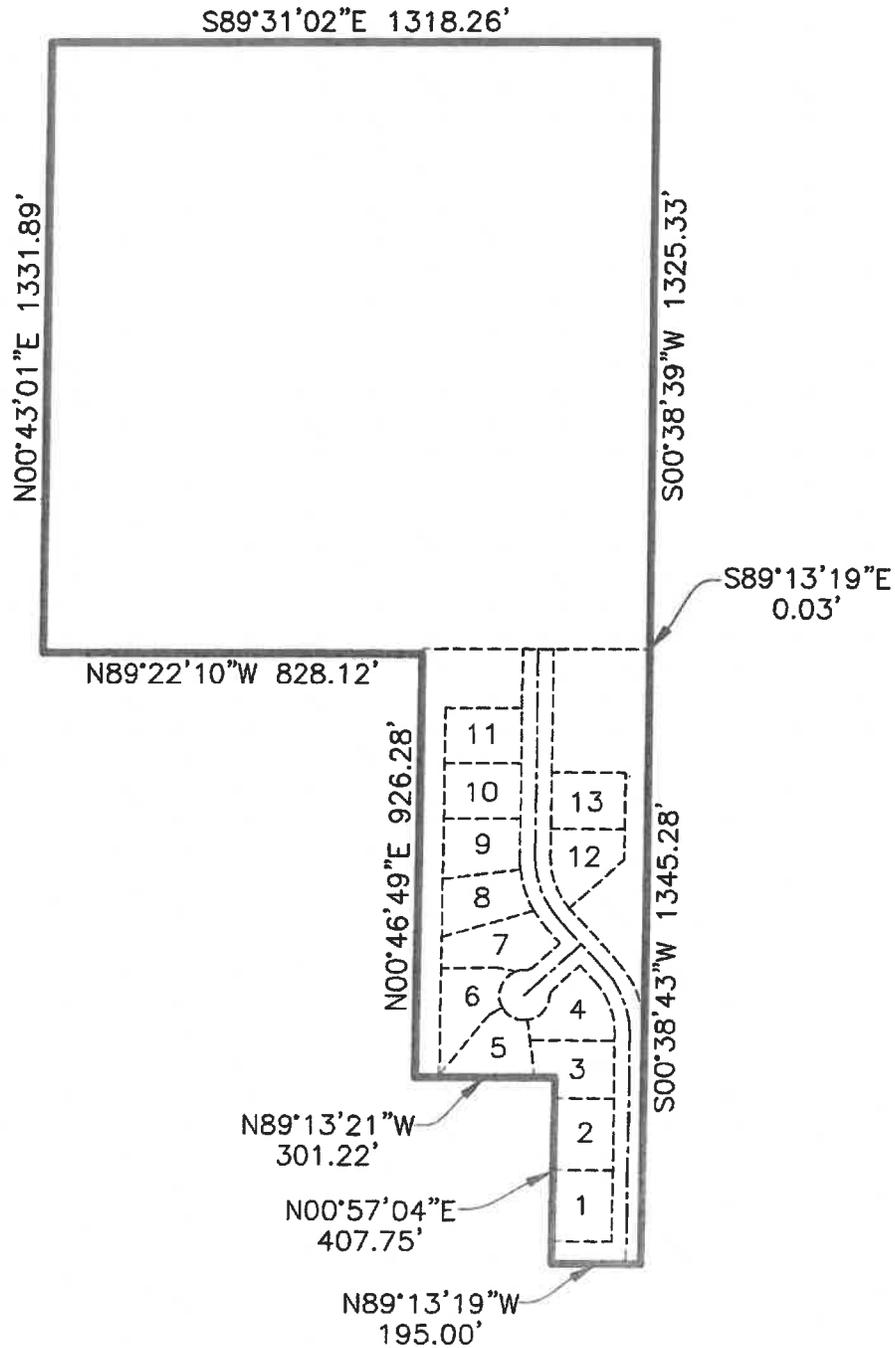
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 89°12'57" WEST 195.00 FEET; THENCE NORTH 00°57'04" EAST 407.75 FEET; THENCE NORTH 89°13'21" WEST 301.22 FEET; THENCE NORTH 00°46'49" EAST 926.28 FEET; THENCE NORTH 89°22'10" WEST 828.12 FEET; THENCE NORTH 00°43'01" EAST 1331.89 FEET; THENCE SOUTH 89°31'02" EAST 1318.26 FEET; THENCE SOUTH 00°38'39" WEST 1325.33 FEET; THENCE SOUTH 89°13'19" EAST 0.03 FEET; THENCE SOUTH 00°38'43" WEST 1345.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.689 ACRES.

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ogden@reeve-assoc.com • reeve-assoc.com

EXHIBIT



1"=400'



Reeve & Associates, Inc.

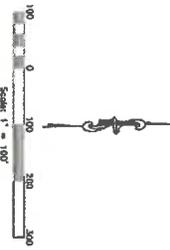
5160 S 1500 W, RIVERDALE, UTAH 84405
 TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

Project Info.

Designer: N. ANDERSON
 Date: 3-14-2024
 Name: EXHIBIT
 Number: 6298-23
 Scale: 1"=400'

Attachment B – Concept Plan Details

See next page



PLANT TABLE

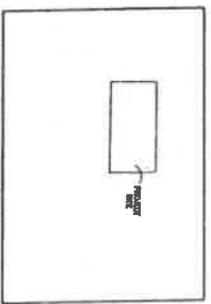
Quantity	Symbol	Scientific Name	Common Name	Size
54		Quercus macrocarpa	Common Hornoak	2" cal.
27		Liquidambar styraciflua	American Sweet Gum	2" cal.
47		Quercus bicolor	Swamp Oak	2" cal.
28		Zelkova serotina 'Village Green'	Winged Olive Zelkova	2" cal.

Secondary Pond Detail
Scale: 1/4" = 10' x 10'



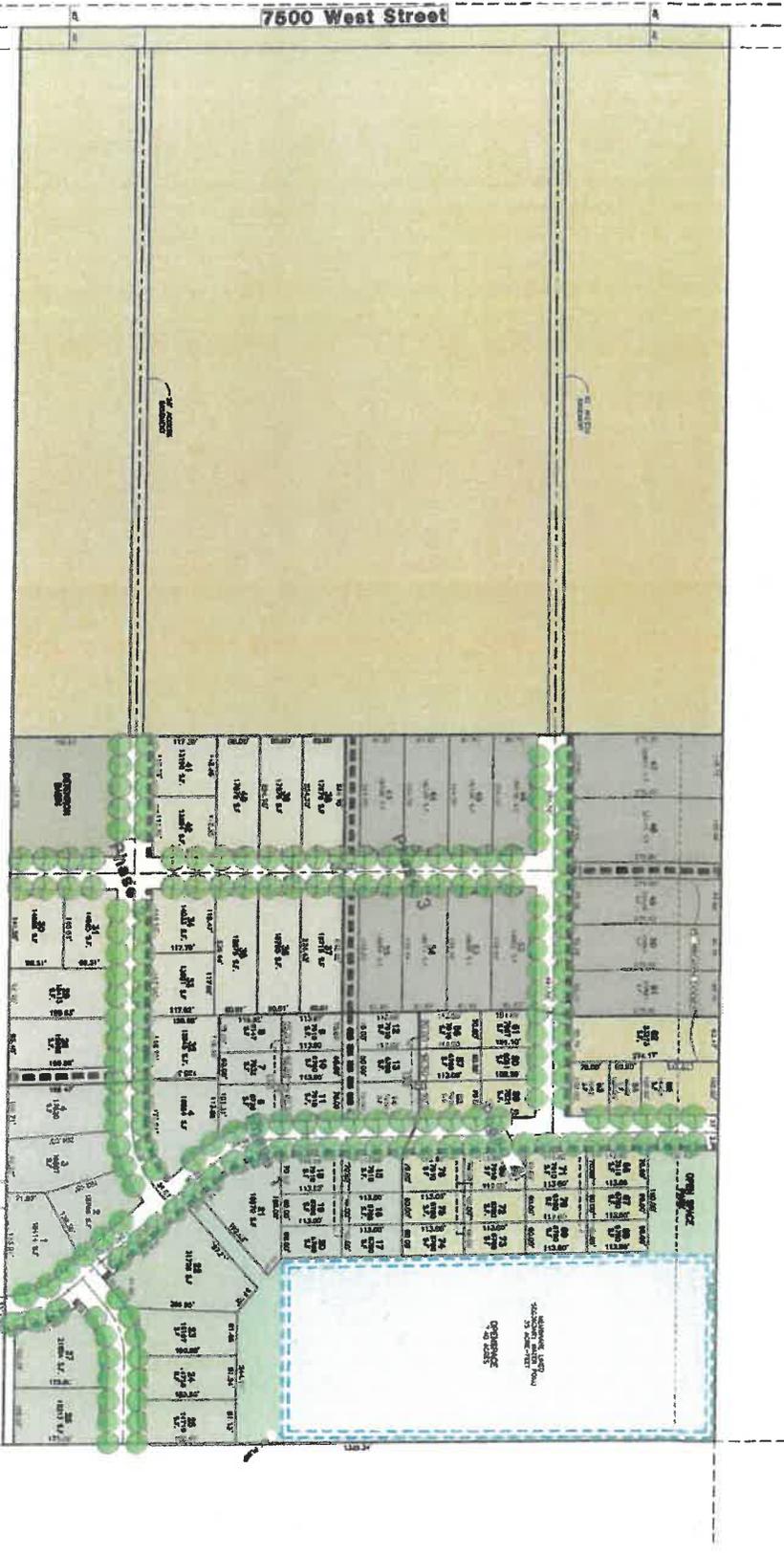
Longhorn
Weber County, Utah

VICINITY MAP
1/4" = 1/4 MILE



Density Calculations
700 Acres = 482,560 sq. ft.
482,560 sq. ft. / 1,763,226 sq. ft. = 0.274
0.274 x 100 = 27.4%
27.4% x 100 = 2,740 trees per acre
2,740 trees per acre x 700 acres = 1,918,000 trees

Developer:
Pete Burns
Lynn Construction
1946 W. 5600 S.
Roy, UT 84067
(801) 710-2234



THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 600 S. 1000 W., WASHINGTON, IOWA 50401. ANY REUSE, REPRODUCTION, OR TRANSMISSION OF ANY PART OF THIS PROJECT WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. SHALL BE AT THE USER'S SOLE RISK. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

Sheet	2
Of	2
Date	1-14-23
Drawn by	LR
Checked by	LR
Project	Longhorn
Number	000001

Longhorn
PART OF THE SE 1/4 OF SECTION 16 T4N, R3E, S12 & N, U.S. SURVEY
WEBER COUNTY, UTAH

Street Tree Plan

DATE	REVISIONS	DESCRIPTION

Reeve & Associates, Inc.
200 South 1000 West, P.O. Box 1000
Washington, Iowa 50401
563-533-1111
www.reeveandassociates.com

Attachment C – Right-of-Way Cross Sections

Insert Updated Street Cross Sections Here

Attachment D – Concept Pathway Layout

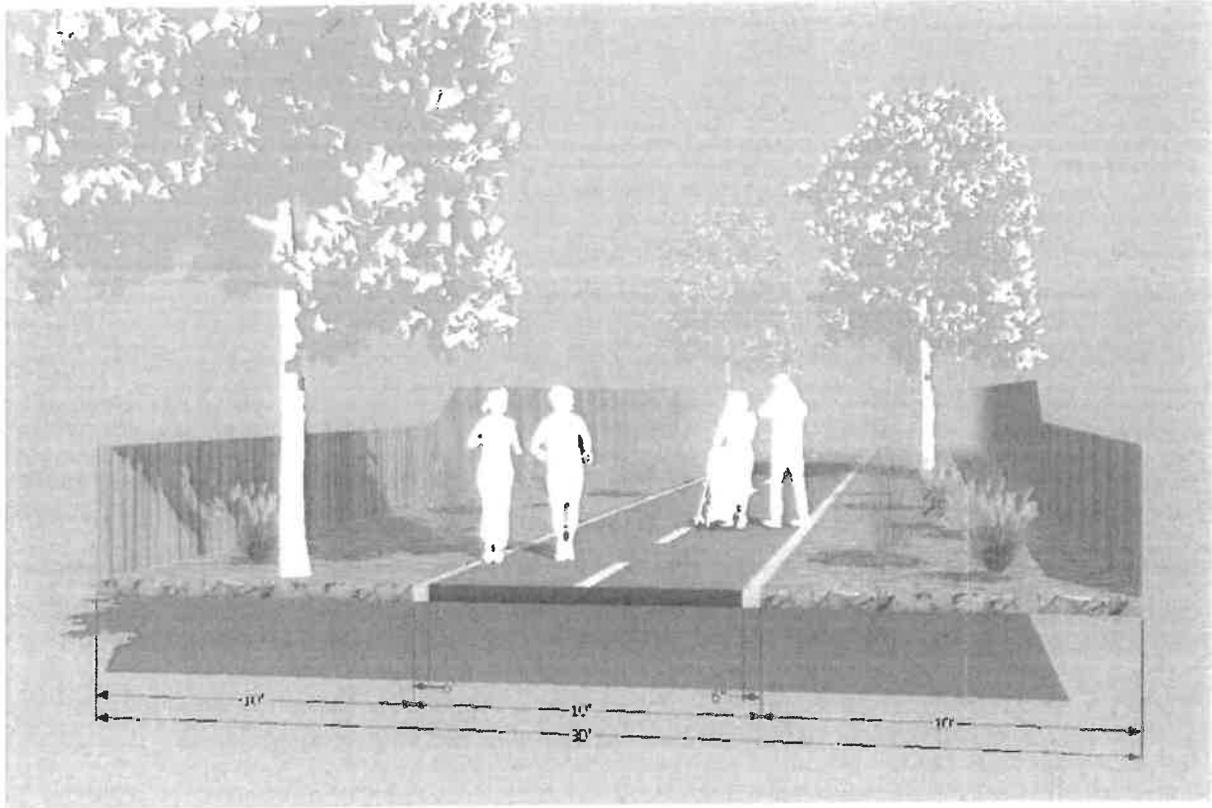


EXHIBIT D
CERTIFICATE OF ENGINEER



CERTIFICATE OF ENGINEER

The undersigned project engineer for the proposed Longhorn Infrastructure Financing District (the "District") hereby certifies as follows:

1. I am a professional engineer, licensed under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, engaged to perform the necessary engineering services to determine the costs of the proposed infrastructure improvements benefitting property within the District.

2. The estimated costs of the public infrastructure and improvements to be acquired, constructed and/or installed benefitting property within the District exceeds \$1,000,000. Said estimated costs are based on a review of construction contracts, quotes and preliminary engineering estimates for the type and location of said proposed improvements as of the date hereof.

By: 

Date: 12-17, 2024

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nreeve@reeve-assoc.com • reeve-assoc.com

EXHIBIT E
NOTICE OF IMPENDING BOUNDARY ACTION

(Longhorn Infrastructure Financing District)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that a petition proposing the creation of the Longhorn Infrastructure Financing District has been certified by the County Clerk of Weber County, Utah. A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Weber County, Utah, is attached hereto and incorporated by this reference. The Petitioners hereby certify that all requirements applicable to the creation of the District, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Petitioners hereby respectfully request the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this _____, 2025.

By: _____
Weber County Clerk

VERIFICATION

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

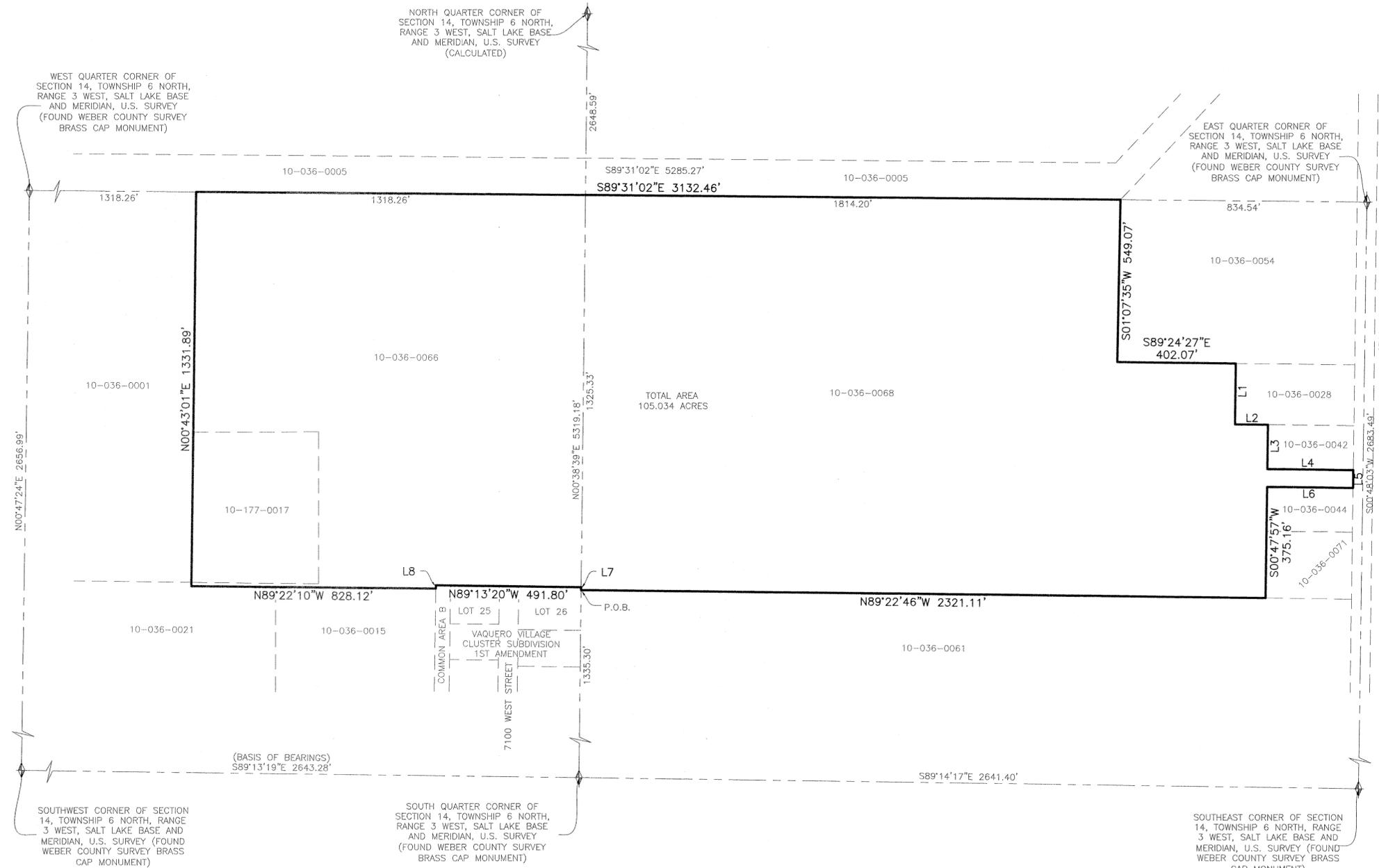
SUBSCRIBED AND SWORN to before me on this ____ day of _____, 2025 by
_____.

NOTARY PUBLIC

FINAL LOCAL ENTITY PLAT

LONGHORN INFRASTRUCTURE FINANCING DISTRICT

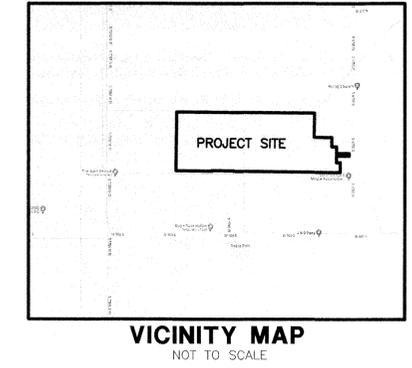
PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH



SURVEYOR'S CERTIFICATE
 I, **JASON T. FELT**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED THIS FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-23-20 OF UTAH STATE CODE, WAS MADE BY ME, OR UNDER MY DIRECTION, AND SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF CREATING THE LONGHORN INFRASTRUCTURE FINANCING DISTRICT AND DEPICTING THOSE PROPERTIES WITHIN WEBER COUNTY THAT WILL BE ANNEXED INTO THAT DISTRICT.

SIGNED THIS 22nd DAY OF May, 2025.

9239283
 UTAH LICENSE NUMBER JASON T. FELT



BASIS OF BEARINGS
 A LINE BEARING SOUTH 89°13'19" EAST BETWEEN THE BRASS CAP MONUMENT FOR THE SOUTHWEST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 14 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

LEGAL DESCRIPTION
 PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 26 OF VAQUERO VILLAGE CLUSTER SUBDIVISION 1ST AMENDMENT, SAID POINT LIES 1335.30 FEET NORTH 00°38'39" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 14 (SOUTH QUARTER CORNER BEING S89°13'19"E 2643.28 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 14); THENCE NORTH 00°38'39" EAST 9.97 FEET ALONG THE EAST LINE OF VAQUERO VILLAGE CLUSTER SUBDIVISION 1ST AMENDMENT TO THE NORTH LINE OF SAID SUBDIVISION; THENCE NORTH 89°13'20" WEST 491.80 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 00°44'41" WEST 11.23 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 14; THENCE NORTH 89°22'10" WEST 828.12 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00°43'01" EAST 1331.89 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°31'02" EAST 3132.46 FEET ALONG SAID QUARTER SECTION LINE; THENCE SOUTH 01°07'35" WEST 549.07 FEET; THENCE SOUTH 89°24'27" EAST 402.07 FEET; THENCE SOUTH 00°47'57" WEST 205.71 FEET; THENCE SOUTH 89°24'27" EAST 111.60 FEET; THENCE SOUTH 00°47'57" WEST 150.00 FEET; THENCE SOUTH 89°24'27" EAST 291.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 6700 WEST STREET; THENCE SOUTH 00°47'57" WEST 60.00 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE NORTH 89°24'27" WEST 291.00 FEET; THENCE SOUTH 00°47'57" WEST 375.16 FEET; THENCE NORTH 89°22'46" WEST 2321.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 105.034 ACRES.

INFRASTRUCTURE FINANCING DISTRICT BOARD OF TRUSTEES
 APPROVED AND ACCEPTED THIS 23rd DAY OF May, 2025

[Signature] IFD BOARD MEMBER *[Signature]* IFD BOARD MEMBER



WEBER COUNTY CLERK
 I, THE WEBER COUNTY CLERK, AS THE APPROVING AUTHORITY FOR THIS PLAT BASED ON THE DEFINITION SET FORTH IN UTAH CODE 17-23-20(1A), BEING THE PERSON REQUIRED TO SUBMIT A NOTICE OF IMPENDING BOUNDARY ACTION TO THE LIEUTENANT GOVERNOR UNDER 17B-1-209(3)(B)(IV), HAVE CERTIFIED THE PETITION FOR THIS FINAL LOCAL ENTITY PLAT.

SIGNED THIS 23rd DAY OF May, 2025.

[Signature]
 WEBER COUNTY CLERK

WEBER COUNTY SURVEYOR
 I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

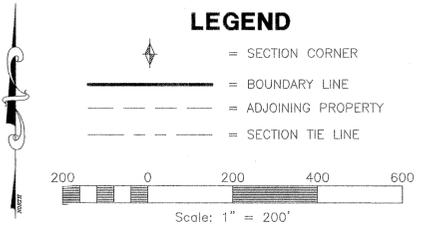
SIGNED 23rd DAY OF May, 2025.

[Signature]
 WEBER COUNTY SURVEYOR

Reeve & Associates, Inc.
 5160 SOUTH 1500 WEST, RIVERDALE, UT 84403
 TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co

PROJECT INFO.
 Surveyor: J. FELT
 Designer: N. ANDERSON
 Begin Date: 8-20-2024
 Name: FINAL LOCAL ENTITY PLAT
 Number: 6298-23
 Revision: 2-17-24 E.R.
 Scale: 1"=200'
 Sheet: SHEET 1 OF 2

WEBER COUNTY RECORDER
 Entry No. _____ Fee Paid _____
 At _____ Filed For Record _____
 Of The Official Records, Page _____
 Recorded For: _____
 _____ Weber County Recorder
 _____ Deputy.

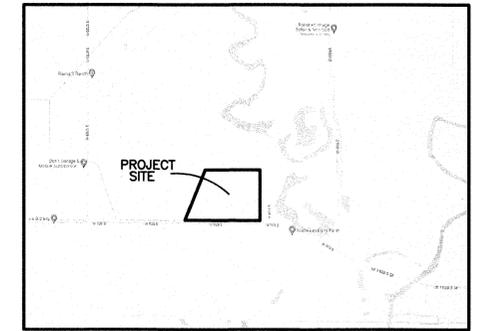


LINE TABLE

#	BEARING	DISTANCE
L1	S00°47'57"W	205.71'
L2	S89°24'27"E	111.60'
L3	S00°47'57"W	150.00'
L4	S89°24'27"E	291.00'
L5	S00°47'57"W	60.00'
L6	N89°24'27"W	291.00'
L7	N00°38'39"E	9.97'
L8	S00°44'41"W	11.23'

FINAL LOCAL ENTITY PLAT LONGHORN INFRASTRUCTURE FINANCING DISTRICT

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
WEBER COUNTY, UTAH



VICINITY MAP
NOT TO SCALE



BASIS OF BEARINGS

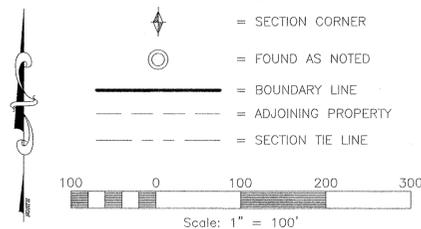
A LINE BEARING NORTH 89°35'53" WEST BETWEEN SAID SOUTH QUARTER AND SOUTHWEST CORNERS WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY. BEARINGS FOR THIS PARCEL WERE ROTATED FROM WEBER COUNTY BEARINGS TO MATCH RECORDS AND SURVEYS OF RECORD WITH WEBER COUNTY.

LEGAL DESCRIPTION

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, BEING THE REMAINDER PARCEL TO AN UNAPPROVED SUBDIVISION OF WEBER COUNTY TAX PARCEL 10-035-0068, DESCRIBED IN THAT CERTAIN PARCEL ADJUSTMENT - QUIT CLAIM DEED RECORDED AS ENTRY 3261355 OF THE WEBER COUNTY RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING SOUTH 89°35'53" EAST 2654.53 FEET MEASURED BETWEEN THE WEBER COUNTY BRASS CAP MONUMENTS MARKING THE SOUTHWEST CORNER AND SOUTH QUARTER CORNER OF SAID SECTION 13; SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13, THENCE NORTH 89°35'53" WEST 313.78 FEET COINCIDENT WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 00°24'07" EAST 60.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 900 SOUTH STREET (SR-153), A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548" AND THE TRUE POINT OF BEGINNING; THENCE NORTH 11°17'22" EAST 971.20 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 89°21'34" EAST 1266.22 FEET ALONG AN ANCIENT FENCE LINE AND ITS PROLONGATION TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 00°14'45" WEST 693.96 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 89°45'15" WEST 3.42 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 00°34'07" WEST 257.23 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID 900 SOUTH STREET; THENCE NORTH 88°57'57" WEST 314.69 FEET COINCIDENT WITH SAID RIGHT OF WAY TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 89°38'04" WEST 1132.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.656 ACRES.

LEGEND



<p>Reeve & Associates, Inc. 5160 SOUTH 1500 WEST, RIVERDALE, UT 84403 TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co</p>	<p>PROJECT INFO.</p> <p>Surveyor: J. FELT</p> <p>Designer: N. ANDERSON</p> <p>Begin Date: 8-20-2024</p> <p>Name: FINAL LOCAL ENTITY PLAT</p> <p>Number: 6298-23</p> <p>Revision: 2-17-25 E.R.</p> <p>Scale: 1"=100'</p> <p>Sheet: 2 OF 2</p>	<p>WEBER COUNTY RECORDER</p> <p>Entry No. _____ Fee Paid _____</p> <p>At _____ Filed For Record _____</p> <p>Of The Official Records, Page _____</p> <p>Recorded For: _____</p> <p>_____ Weber County Recorder</p> <p>_____ Deputy.</p>
	<p>Reeve & Associates, Inc. - Solutions You Can Build On</p>	

May 22nd, 2025



WEBER COUNTY

Ricky D. Hatch, CPA
Clerk/Auditor

To: Pat Burns
1946 W 5600 S
Roy, UT 84067

Dear Pat Burns,

The Weber County Clerk/Auditor's Office has received a petition for the creation of a local infrastructure financing district, Longhorn Infrastructure Financing District (District), pursuant to Utah Code Ann. § 17B-2a-13, for the purpose of financing public infrastructure to service and benefit the District area of unincorporated Weber County, which area is more particularly described in the petition. The petition was signed by 100% of the owners of property located within the proposed District boundary. I hereby certify that the petition complies with the requirements of Utah Code Ann. §§ 17B -1-203(1)(d), 17B-1-205(1), and 17B-1-208(1). A copy of this certification will be delivered to the Weber County Commission, the contact sponsor, and the Lieutenant Governor.

Additionally, pursuant to Utah Code Ann. §17B-2a-1305(4) regarding IFDs and Utah Code Ann. §17D-4-204(3) regarding PIDs, any infrastructure proposed to be transferred to the County through an IFD or PID which will require services to be provided by the County must be built in accordance with all applicable standards, design, inspection, and other requirements of the County, and will only be accepted through a formally issued will serve letter or a properly executed interlocal agreement signed by both parties.

Sincerely,

A handwritten signature in black ink that reads "Ricky Hatch".

Ricky Hatch, CPA
Weber County Clerk Auditor



Attachments:

1. Weber County Resolution 42-2024 Indicating The Requirement Of The County's Acceptance Of Certain Infrastructure On An IFD Or PID (approved 9-10-2024).

NOTICE OF AN IMPENDING BOUNDARY ACTION
To the Lieutenant Governor, State of Utah

Pursuant to the provisions of Utah Code Ann. §17B-1-215 and § 67-1a-6.5, Weber County ("County"), a body politic and political subdivision of the State of Utah, hereby gives notice to the Utah Lieutenant Governor that a petition has been submitted to the County to create an infrastructure financing district in accordance with Section §17B-2a-13; which would be named the **Longhorn Infrastructure Financing District** ("District"). The petition has been certified by the County Clerk under Utah Code Ann. § 17B-1-209.

The County hereby certifies that all of the legal requirements necessary for the creation of the District have been completed and respectfully requests the issuance of a Certificate of Creation pursuant to Utah Code Ann. § 67-1a-6.5.

Accompanying this Notice is a copy of the certified petition pursuant to Utah Code Ann. § 17B-1-209 and a copy of an approved final local entity plat prepared and certified by a licensed surveyor and approved by the Weber County Surveyor pursuant to Utah Code Ann. § 17-23-20. Employment of personnel is not anticipated within the District.

Dated this 22nd day of May 2025.



Ricky Hatch, County Clerk

