### PLAT NOTES:

1. The tracts of land that are described in, subdivided by, and plotted pursuant to this WOHALI PHASE 1B SUBDIVISION ("Plat") are referred to herein as the "Plotted Lands". As used in these Plat notes, the term "Parcel" shall mean any tract of land shown as part of the Plotted Lands. The Plotted Lands are subject to the provisions of that certain Development Agreement for Wohali Master Planned Development: Development Agreement, dated May 25, 2021, and recorded on July 14, 2021, as Entry No. 01168499, in the official records of the Summit County Recorder's Office ("Development Agreement" or "DA"), and the requirements, restrictions, and limitations imposed thereby.

- 2. The Plat is a part of a Master Planned Development known as "Wohali", as approved by Coalville City under Coalville City Ordinance § 8-6-10 et seq. (2019) (the"Project").
- 3. The Plat is subject to, among other things, the provisions of: (a) the Development Agreement; and (b) the Master Declaration of Covenants, Conditions, Restrictions, and Easements for Wohali Resort (the 'Declaration') recorded on March 9, 2022, as Entry No. 01184953, in the official records of the Summit County Recorder's Office. The Declaration references the rights of the Wohali Master Owners Association, Inc., a Utah nonprofit corporation (the "Master Association") as amended and restated by that certain Amended and Restated Master CC&Rs, recorded, or to be recorded in the official records of Summit County recorder's office.

4. The Declaration contains additional easements for drainage, natural drainage ways, trails, utilities, and other matters which may affect portions of lots that are outside of the portion of the lot covered by residential improvements. These easements are in addition to easements graphically described on the Plat. Declarant, as defined in the Declaration, also reserves permanent easements across the portions of lots along roadways and driveways shown in this Plat for the finishing of cut and fill slopes required to complete the roads and driveways in accordance with the plans and specifications approved by the applicable governmental authority. Access to lots shown on the Plat may be affected by cut and fill slopes required by the road and/or driveway. In certain instances, special engineering and construction techniques may be required for driveways across such cut and fill slopes. The legal descriptions of these easements may be modified by subsequently recorded plat or instrument providing an alternative or modified easement location. Any such plat or instrument shall not be deemed to be an amendment to this Plat and shall not require the application of a plat amendment process or the consent of existing lot owners or mortgage holders.

- 6. Pursuant to Utah Code Ann. § 54-3-27, this Plat dedicates certain utility easements, as stated in the Owner's Dedication herein.
- 7. Pursuant to Utah Code Ann. § 10—9a—603(6)(c)(ii), Rocky Mountain Power accepts delivery of the public utility easements shown on this Plat (the 'PUE') and approves this Plat solely for the purpose of confirming that this Plat contains the PUE and approximates the location of the PUE, but does not warrant its precise location. Rocky Mountain Power may require other easements in order to serve this Project. This approval does not affect any right that Rocky Mountain Power has under:
- a) a recorded easement or right-of way,
- b) the law applicable to prescriptive rights,
- c) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
- d) any other provision of law.
- 8. Intentionally deleted
- 10. All residential construction shall be designed and constructed in accordance with the applicable Coalville City building code (DA § 5.2.2) 11. Subject to plat note 18 below, residential development and accessory structures shall require front yard setbacks of at least ten feet (10'), side yard setbacks of at least five

each development application for compliance with the Design Guidelines" (as defined in the Declaration) prior to submittal to Coalville City for review and approval (DA § 5.1).

feet (5'), and rear yard setbacks of at least twelve feet (12'), with exceptions for irregular and alternative lot configurations as more particularly described therein (DA § 5.2.2). Non-residential development shall not require setbacks except as may be required under applicable building codes (DA § 5.2.7).

9. The Design Review Board created under the "Declaration" and administered by the Master Association, as required by the Development Agreement, shall review and to approve

- 12. Maximum building heights for residential development shall be thirty-five feet (35') (DA § 5.2.2). Maximum building heights for non-residential development shall be forty-five feet (45') (DA § 5.2.7). 13. Minimum Parking Requirements are two (2) required spaces for each single—family unit and one (1) for each accessory dwelling unit (DA § 5.3.1).
- 14. All landscape design and construction in the Project is subject to review by the Design Review Board and subject to any applicable overall landscape proportion and percentage requirements in the Development Agreement (DA § 5.5.1).
- 15. Fire flows, hydrant locations and distribution must comply with the then applicable fire code (DA § 7.2.2). The purchasers of lots within this Plat are hereby notified that the installment of the fire hydrants may be a responsibility of the purchaser, as determined through the building permit application process, and shall be in accordance with the
- 16. All public water, sewer, and stormwater facilities within public and private rights—of—way or public and private easements shall become part of Coalville City's system upon acceptance by the City Council pursuant to the Coalville City Engineering Standards and Construction Specifications (DA § 7.1.7).
- 17. All building permit applications must be accompanied by written documentation of the Design Review Board approval at the time of submittal to Coalville City (DA § 12.2). 18. The Design Review Board will provide individual lot feature maps for single—family lots within the Project that will identify building setbacks required for each lot and may identify
- a more restricted and defined Building Pad" for each lot that all vertical construction must be kept within (DA § 12.3). All building envelope areas and associated driveway access shall comply with the requirements of all applicable local ordinances (DA § 12.3).
- 19. The Project development will be connected to and serviced by Coalville City's culinary water and sanitary sewer systems.

20. Property corners will be set at their designated locations per the subdivision plat upon the completion of the installation of infrastructure. Once asphalt has been boured the survey monuments for the subdivision will also be marked out and installed in accordance to the standards set forth by Coalville City. If no standards are available, monuments will be installed using UDOT standards and marked with the following: Date (Month and Year), PLS #10708886, City of Coalville and notch on a brass cap showing the true mathematical

21. Coalville City shall maintain all public sewer main lines but shall not maintain any lateral pressure lines or ejector pumps located on or within subdivision lots or the public right—of—way, which lines, and pumps shall be the responsibility of the lot owner. Certain lots in this plat may require installation of an ejector pump for connection of a home on that lot to the public sewer system. Such lots are indicated by the notion "EP" on the plat.

22. Lots 19-28, 52 and 54-57 are designated as Low-Pressure Sewer System Lots. The purchasers of these lots are hereby notified that wastewater service to these lots will be provided by a Low-Pressure Sewer System. The Private Low-Pressure Sewer Lateral to these lots consists of a low-pressure grinder pump station and low-pressure discharge line and appurtenances. The Private Low—Pressure Lateral System, which is the private property of each lot owner, connects to the Coalville City Low—Pressure Sewer System. Purchasers of the Low—Pressure Sewer System Lots shall be solely responsible for all costs of the Private Low—Pressure Lateral System related to or arising from the installation, operation, maintenance, repair and replacement of the Private Low—Pressure Sewer Lateral System. Coalville City shall have no liability or responsibility for Private Low—Pressure Sewer Lateral Systems, including any costs arising from or relating to installation, operation, maintenance, repair and replacement and matters arising from freezing or incorrect installation. Low Pressure Sewer Systems are indicated by the notation "LP" on the plat.

23. Wohali Land Estates LLC, as the undersigned owner of all the Property described hereon, reserves for itself, the Master Association, and Coalville City the following easements (as more particularly depicted herein): (a) a non-exclusive thirty-two foot (32') private access easement across Lots 56, 57, and 58 for ingress and egress to and from Big Pinyon Court to that certain off—site water tank that serves the Project; and (b) a non—exclusive thirty foot (30°) utility easement across Lot 60 for the installation, construction, operation maintenance, repair, and replacement of pipeline(s), facilities, water works, and other appurtenances relative to the above-referenced water tank. The foregoing easements may be assigned and/or dedicated by the foregoing holders of the easement to an agency and/or district in their sole and absolute discretion.

24. Shared Driveways, as more particularly shown herein, are designated as limited common areas appurtenant to and for the use, benefit, and enjoyment of certain Lots, as follows: (a) a Shared Driveway upon, over, and across Lots 60, 61, and 62, and (b) a Shared Driveway upon, over, and across Lots 56, 57, 58, and 59. The foregoing Shared Driveways are for the limited purpose of vehicular and pedestrian access on, over, and across such Lots for the use, benefit and enjoyment of the owners of such Lots and their family members, guests, and invitees and for the use of the Master Association, its officers, employees, agents, and contractors. The Master Association shall permanently operate, maintain, repair, and replace all improvements within the Shared Driveways and the expense thereof shall be shared among the respective owners of such Lots only for the respective Shared Driveways. Declarant hereby reserves to itself the unilateral right to amend Shared Driveways, without the consent of any owner or the Master Association, for any purpose so long as such amendment does not materially adversely affect title or access to such Lots.

# BOUNDARY DESCRIPTION

A parcel of land located in the South half of Section 18, Township 2 North, Range 5 East, Salt Lake Base and Meridian, Coalville, Summit County, Utah more particularly described as follows:

Beginning at a point which is North 001131" West 1979.58 feet along the West Section Line of Section 18 and North 8948'09" East 2430.34 feet from the Southwest corner of Section 18, Township 2 North, Range 5 East, Salt Lake Base and Meridian.

thence North 58°47'03" East 205.16 feet; thence North 81°51'51" East 50.00 feet to a point on a 275.00 foot radius non-tangent curve to the right, the center of which bears North 81°51'51" East; thence Northerly 25.05 feet along the arc of said curve through a central angle of 05'13'07" (chord bears North 05'31'36" West 25.04 feet); thence North 87'51'01" East 380.73 feet; thence North 12'12'25" East 332.08 feet; thence South 77°47'35" East 481.29 feet; thence South 12°12'25" West 434.92 feet; thence North 77°47'35" West 100.00 feet; thence South 12°12′25" West 949.76 feet; thence South 26°09′12" West 367.56 feet; thence South 23°42′51" West 583.44 feet; thence North 58°04′02" West 100.96 feet: thence South 31°55'58" West 159.14 feet: thence North 82°42'56" West 229.24 feet; thence North 89°17'17" West 214.54 feet; thence South 00°42'43" West 44.03 feet; thence North 89°17'17" West 280.15 feet; thence North 52°49'42" West 151.45 feet; thence North 13"15'25" East 282.41 feet; thence North 07"39'14" West 470.34 feet; thence North 35"02'34" West 159.29 feet; thence North 00"00'58" East 271.06 feet: thence North 26'32'55" West 214.55 feet: thence North 63'27'05" East 204.05 feet; thence North 54'23'55" East 330.45 feet; thence North 73°45'06" East 253.67 feet; thence South 86°41'22" East 139.29 feet; thence North 03'18'38" East 139.18 feet to the Point of

Containing 2,729,227 square feet or 62.65 acres, more or less.

# SURVEYOR'S CERTIFICATE:

I, WILLIS D. LONG, do hereby certify that I am a Professional Land Surveyor, and that I hold license number 10708886 as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as: WOHALI PHASE 1B SUBDIVISION.





Development Summary	
Total Project Area (acres)	1,664.00
Required Open Space per Development Agreement	1,172.83
Current Platted Development Area	60.94
Previous Platted Development Area	72.48
Total Project Platted Development Area	133.42
Developable Area Remaining to Plat	357.75

# WOHALI PHASE 1B SUBDIVISION

LOCATED IN SECTION 18, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN COALVILLE, SUMMIT COUNTY, UTAH

# SHEET INDEX

SHEET NAME

2 OF 4 BOUNDARY PLAT (SCALE = 1:100)

 $3 \text{ OF 4} \quad \text{PARTIAL PLAT (SCALE} = 1:60)$ 

4 OF 4 PARTIAL PLAT (SCALE = 1:60)

### OWNER'S DEDICATION AND CONSENT TO RECORD

1 OF 4 COVER SHEET

OWNER OF ALL OF THE PROPERTY DESCRIBED HEREON, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS WOHALI PHASE 1B SUBDIVISION, DOES HEREBY DEDICATE CERTAIN NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS, AS SHOWN HEREON, FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES. SERVICES, AND DRAINAGE FACILITIES THROUGH, UNDER, AND ACROSS THE UTILITY EASEMENTS, AS SHOWN ON THIS PLAT. THE AREA UNDERLYING THE PRIVATE ROAD AREAS ARE ALSO HEREBY DEDICATED AS A UTILITY EASEMENT IN ITS ENTIRETY FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, PROPANE GAS, SEWER, STORM DRAINAGE, IRRIGATION, AND WATER LINES, AS APPROVED FOR PUBLIC UTILITIES BY THE CITY AND/OR THE OWNERS ASSOCIATION (OR OTHER ENTITY DESIGNATED IN A PRIVATE ROAD DEDICATION), AND FOR PRIVATE SERVICES BY THE OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT WOHALI LAND ESTATES LLC, THE UNDERSIGNED

WHO BEING DULY SWORN DID SAY THAT HE/SHE IS RESENTATIVE OF WOHALI LAND ESTATES LLC, AND THAT THE WRITING AND FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY/CORPORATION AND DULY ACKNOWLEDGED TO ME THAT SAID COMPANY/CORPORATION EXECUTED THE SAME.

-25. A conveyance of perpetual road

favor of Mountain Land and Livestock, LLC, a Utah Limited

Liability Company and Lewis Peak

Corporation, recorded November

2485 at Page 690. An access & utility easement agreement by and

between Jron Ranch, Inc., a Útah

a Utah Limited Liability Company,

recorded march 12, 2020 as Entry No. 1128823 in Book 2559 at Page

easement agreement, by and among

dated February 3, 2020 and

1552. An access and utility

(f/k/a eva rees) and Woahli

Partners LLC, a Utah Limited

Liability Company recorded July

2020 as Entry No. 1136110 in Book

of easements recorded July 7, 2020

as Entry No. 1136112 in Book 2581

at Page 1177. A reinstatement and

grant of easements recorded July 7, 2020 as Entry No. 1136113 in Book 2581 at page 1179.

2581 at Page 1150. A partial release

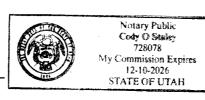
Thomas D. Rees and Eva Miller

Corporation and Wohali Partners LLC.

2018 as entry no. 1101023 in Book

Communications, Inc., a Utah

access easement (road easement) in



### LIEN HOLDER'S CONSENT TO RECORD

STEPHEN G. BOYDEN. TRUSTEE OF THE STEPHEN GEORGE BOYDEN REVOCABLE INTER VIVOS TRUST ESTABLISHED JUNE 29, 1993, AND PATRICIA SHUMWAY BOYDEN. TRUSTEE OF THE PATRICIA SHUMWAY BOYDEN REVOCABLE INTER VIVOS TRUST ESTABLISHED JUNE 29, 1993, AS HOLDERS OF THE INDEBTEDNESS SECURED BY, AND THE BENEFICIARIES UNDER, THAT CERTAIN DEED OF TRUST, RECORDED ON NOVEMBER 22, 2017 IN THE OFFICIAL RECORDS OF SUMMIT COUNTY, UTAH AS INSTRUMENT NO. 1082016, AND HEREBY CONSENT TO TH RECORDING OF THE MASTER CC&RS, VILLAGE DECLARATION, AND THIS WOHALI PHASE 1B PLAT, ALL OF WHICH ARE RECORDED CONTEMPORANEOUSLY HEREWITH OR SHORTLY HEREAFTER; AND FURTHER AGREE TO SUBORDINATE THE DEED OF TRUST AND ALL RIGHT. TITLE, AND INTEREST OF THE PRESENT AND ALL FUTURE HOLDERS OF THE INDEBTEDNESS SECURED THEREBY TO THE MASTER CC&RS, VILLAGE DECLARATION AND THIS PLAT, AND ACKNOWLEDGES THAT THE EASEMENTS, RIGHTS AND OBLIGATIONS SET FORTH IN THE MASTER CC&RS, AND THIS THIS PLAT ARE SUPERIOR TO SAID

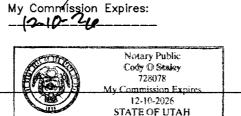
EXECUTED AS OF THE 1th DAY OF September, 2023.

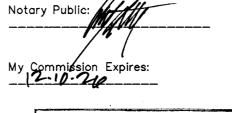
**ACKNOWLEDGMENT** 

County of SUMAI+

The foregoing Plat was acknowledged before me this \_\_\_\_\_\_, day of \_\_\_\_\_\_, 2023
by Stephen G. Boyden, the Trustee of The

Stephen George Boyden Revocable Inter Vivos Trust established June 29, 1993, on behalf of said trust. Notary Public:



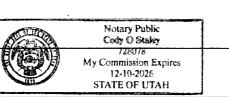


**ACKNOWLEDGMENT** 

Inter Vivos

of said trust.

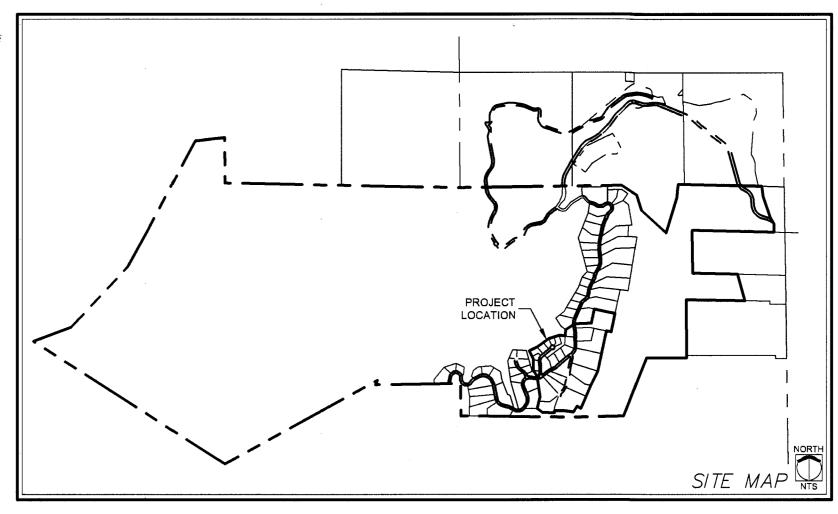
County of SUMMIT

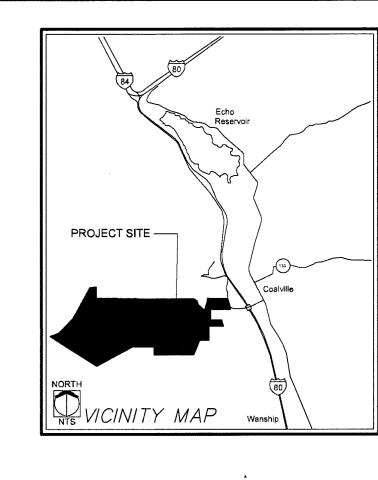


The foregoing Plat was acknowledged before me this \_\_\_\_\_\_, 2023
by Patridia Shumway Boyden, the Trustee of **ACKNOWLEDGMENT** The Patricia Shumway Boyden Revocable

County of SVMMIT Trust established June 29, 1993, on behalf

My Commission Expires: 12-10-24





### IEN HOLDER'S CONSENT TO RECORD

THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, ASSIGNMENT OF CONTRACTS AND PLANS, AND IXTURE FILING, RECORDED ON JUNE 1, 2022 IN THE OFFICIAL RECORDS OF SUMMIT DUNTY, UTAH AS INSTRUMENT NO. 01190160, AND HEREBY CONSENT TO THE RECORDING OF HE MASTER CC&RS, VILLAGE DECLARATION, AND THIS WOHALI PHASE 1B PLAT, ALL OF WHICH ARE CORDED CONTEMPORANEOUSLY HEREWITH OR SHORTLY HEREAFTER; AND FURTHER AGREE TO SUBORDINATE THE DEED OF TRUST AND ALL RIGHT, TITLE, AND INTEREST OF THE PRESENT AND ALL FUTURE HOLDERS OF THE INDEBTEDNESS SECURED THEREBY TO THE MASTER CC&RS, VILLAGE DECLARATION AND THIS PLAT, AND ACKNOWLEDGES THAT THE EASEMENTS, RIGHTS AND OBLIGATIONS SET FORTH IN THE MASTER CC&RS, AND THIS THIS PLAT ARE SUPERIOR TO SAID DEED XECUTED AS OF THE 7 DAY OF SEPTEMBEY 2023

ONSTRUCTION LOAN SERVICES II, LLC, AS HOLDER OF THE INDEBTEDNESS SECURED BY,

Beth Glein

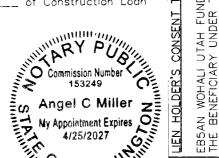
ACKNOWLEDGMENT

tate / Province / US Territory of <u>WA.</u> County of Pierce

My Commission Expires: 4-25-27

Beth Glein





WOHALI PARTNERS, LLC, AS HOLDER OF THE INDEBTEDNESS SECURED BY, AND THE BENEFICIARY UNDER, THAT CERTAIN DEED OF TRUST, RECORDED ON JULY 12, 2021 IN THE OFFICIAL RECORDS OF SUMMIT COUNTY, UTAH AS INSTRUMENT NO. 01168147, AND THAT CERTAIN DEED OF TRUST, RECORDED ON APRIL 15, 2022 IN THE OFFICIAL RECORDS OF SUMMIT COUNTY, UTAH AS INSTRUMENT NO. 01187315, AND HEREBY CONSENT TO THE RECORDING OF THE MASTER CC&RS, VILLAGE DECLARATION, AND THIS WOHALI PHASE 1B PLAT, ALL OF WHICH ARE RECORDED CONTEMPORANEOUSLY HEREWITH OR SHORTLY HEREAFTER; AND FURTHER AGREE TO SUBORDINATE THE DEED OF TRUST AND ALL RIGHT, TITLE, AND INTERÉST OF THE PRESENT AND ALL FUTURE HOLDERS OF THE INDEBTEDNESS SECURED THEREBY TO THE MASTER CC&RS, VILLAGE DECLARATION AND THIS PLAT, AND ACKNOWLEDGES THAT THE EASEMENTS, RIGHTS AND OBLIGATIONS SET FORTH IN THE MASTER CC&RS, AND THIS THIS PLAT ARE SUPERIOR TO SAID DEED OF TRUST.

EXECUTED AS OF THE 117 DAY OF SEPTEMBER, 2023.

State of Utah

The foregoing Plat was acknowledged before me this  $10^{-1}$  day of

by David Boyden, the Authorized Manager of Wohali Partners, LLC, a Utah limited liability

Cody O Staley 728078 My Commission Expires 12-10-2026 STATE OF UTAH

BOYDEN FARMS, LLC, AS HOLDER OF THE INDEBTEDNESS SECURED BY, AND THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, RECORDED ON NOVEMBER 22, 2017 N THE OFFICIAL RECORDS OF SUMMIT COUNTY, UTAH AS INSTRUMENT NO. 01082004, AND HEREBY CONSENT TO THE RECORDING OF THE MASTER CC&RS, VILLAGE DECLARATION, AND THIS WOHALI PHASE 1B PLAT, ALL OF WHICH ARE RECORDED CONTEMPORANEOUSLY HEREWITH OR SHORTLY HEREAFTER; AND FURTHER AGREE TO SUBORDINATE THE DEED OF TRUST AND ALL RIGHT, TITLE, AND INTEREST OF THE PRESENT AND ALL FUTURE HOLDERS OF THE INDEBTEDNESS SECURED THEREBY TO THE MASTER CC&RS, VILLAGE DECLARATION AND THIS PLAT, AND ACKNOWLEDGES THAT THE EASEMENTS, RIGHTS AND OBLIGATIONS SET FORTH IN THE MASTER CC&RS, AND THIS THIS PLAT ARE SUPERIOR TO SAID DEED OF TRUST.

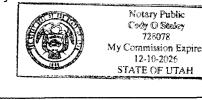
EXECUTED AS OF THE 11th DAY OF September, 2023.

# **ACKNOWLEDGMENT** State of Utah

County of Summit

The foregoing Plat was acknowledged before me this 11\_ day of \_\_\_\_\_\_, 2023,

by Stephen G. Boyden, the Authorized Manager of Boyden Farms, LLC, a Utah limited company, on behalf of said limited liability company



PUBLIC SAFETY ANSWERING POINT APPROVAL PUBLIC WORKS DIRECTOR ROCKY MOUNTAIN POWER NORTH SUMMIT FIRE DISTRICT MAYOR 7th day, of September, 2023 Approved and accepted this 8 day of Sept. 20 23.

North Summit FIRE DISTRICT This is to certify that this Plat and Dedication of this Plat were duly approved and accepted by the City Council of Coalville, Summit County, Utah this 13, day of IMMIT COUNTY HEALTH DEPARTMENT RECORDED CITY PLANNING COMMISSION CITY ENGINEER ATTORNEY CERTIFICATE ENTRY NO 1211487 FEE: 254.00 Approved and accepted by the Coalville City Planning Commission this 12, day of 500 + 20, 25. Approved this I hereby certify that this Office has examined the plat have examined the proposed plat of this

this office.
Signed this 9 day of 5entember 2023

and is correct in accordance with information on file in

Subdivision and in my opinion in conforms with the ordinances applicable thereto and now in force and STATE OF UTAH COUNTY OF SUMMIT DATE 10/26/2013 TIME 1:05 PM RECORDED AND FILED AT THE REQUEST OF: WOHAY LAND BOTATES LLC Zhandu Mancis Recorder

WOHALI PHASE 1B SUBDIVISION

9/7/2023

SHEET 1 OF 4

