



MJensen Assessment Ordinance - Grapevine Wash District 2024 rev 062524 mje.pdf

DocVerify ID: 699D101A-69B6-4FAF-9C59-FC30404F8F65
Created: July 02, 2024 13:01:14 -7:00
Pages: 19
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E-Signature Summary

E-Signature 1: Michael Jensen (MHJ)

July 02, 2024 13:33:39 -7:00 [2A3C5F1AF198] [24.10.155.144]
mjensen@snowjensen.com (Principal) (ID Verified)

E-Signature Notary: R A Killpack (rak)

July 02, 2024 13:33:39 -7:00 [444C81CA4E2C] [208.117.120.90]
rkillpack@snowjensen.com

I, R A Killpack, did witness the participants named above electronically sign this document.



WHEN RECORDED, RETURN TO:

Randall M. Larsen
Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101

GRAPEVINE WASH LOCAL DISTRICT

GRAPEVINE WASH ASSESSMENT AREA NO. 1

ASSESSMENT ORDINANCE

DATED AS OF JUNE 25, 2024

ASSESSMENT ORDINANCE

WHEREAS, the Board of Trustees (the “Board”) of the Grapevine Wash Local District (the “District”), adopted Resolution No. 2024-01 on June 25, 2024 (the “Authorizing Resolution”), pursuant to which the Board authorized and approved the form of this Assessment Ordinance and the form of the related designation resolution (the “Designation Resolution”); and

WHEREAS, the District, pursuant to the Assessment Area Act, Title 11 Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), and pursuant to the Authorizing Resolution and the Designation Resolution, designated the Grapevine Wash Assessment Area No. 1 (the “Assessment Area”) after having obtained from the fee simple owner(s) of all the property to be assessed within the Assessment Area (the “Owners”) an executed Acknowledgement, Waiver and Consent Agreement (the “Waiver and Consent”) attached to the Designation Resolution; and

WHEREAS, the District plans to finance the costs of publicly owned infrastructure, facilities or systems as part of an approximately 345-acre residential and commercial development (the “Development”). The District plans to issue Limited Tax General Obligation Bonds (the “Limited Tax Bonds”) to finance a portion of the improvements within the Development and levy the assessments to finance the remainder of the Improvements within the Development. The District may elect in the future to issue more Limited Tax Bonds and accordingly reduce the assessments to finance the Improvements. The Board desires to assess and finance the Improvements (plus related overhead, administration, capitalized interest, reserves, permits, fees, and closing costs) benefitting the Assessment Area as follows:

the acquisition, construction, and operation of parks or recreation facilities or services; the acquisition, construction, and operation of a system, or one or more components of a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of water, including storm, flood, sewage, irrigation, and culinary water the construction and maintenance of rights-of-way, for curb, gutter, sidewalk, street, road, water, sewage, storm drain, electricity, communications, and /or natural gas improvements within the District, together with necessary facilities, appurtenances, and equipment, therefore.

WHEREAS, the Board has (i) determined the total estimated cost of the Improvements, (ii) received an appraisal (the “Appraisal”) of the property to be assessed (from an appraiser who is a member of the Appraisal Institute) and addressed to the District verifying that the market value of the property, after completion of the proposed improvements, is at least three times the amount of the assessments proposed to be levied against the property to be assessed, and (iii) desires to assess the properties within the Assessment Area, and has prepared an assessment list of the assessments to be levied to finance the cost of the Improvements (the “Assessments”); and

WHEREAS, the Board hereby finds that pursuant to the Act, the Improvements constitute a publicly owned infrastructure, facility, or system that (i) the District is authorized to provide or (ii) is necessary or convenient to enable the District to provide a service that the District is authorized to provide; and

WHEREAS, the District now desires to confirm the assessment list and to levy said Assessments in accordance with this Ordinance:

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE GRAPEVINE WASH LOCAL DISTRICT:

Section 1. Definitions; Appraisal Requirement. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Designation Resolution. For purposes of this Ordinance:

(a) “Assessment Bonds” means the assessment bonds anticipated to be issued by the District for the Assessment Area, which may be issued in one or more series (or any bonds which refund the same).

(b) “ATV Ratio” means the Assessment to Value Ratio and shall be the ratio of (A) the remaining unpaid Assessment on a Subdivision Parcel or Remaining Subdivision parcel, as applicable, plus any other unpaid assessment liens or property tax liens on such Subdivision Parcel divided by (B) the Fair Market Value of such Subdivision Parcel.

(c) “Fair Market Value” shall be determined using either taxable value as maintained on the tax records of Washington County, Utah (the “County”) (plus the costs of the Improvements if not accounted for yet in the taxable value) or by appraised value presented by the owner of the Subdivision Parcel or Remaining Subdivision Parcel, as applicable, and determined by a certified appraiser acceptable to the District, including the costs of the Improvements and any other additions or improvements to the extent currently funded at the time of such appraisal, and meeting any other appraisal requirements of the District related to the Assessment Bonds.

(d) “Homeowner” means the purchaser of a completed residential unit. For the avoidance of doubt, the business entity that constructs homes is not a homeowner.

(e) “Indenture” means the indenture(s) of trust and pledge under which the Assessment Bonds are issued.

(f) “Original ATV Ratio” means the ATV Ratio on a parcel, Subdivision Parcel, or Remaining Subdivision Parcel, as applicable, at the time of closing of the Assessment Bonds (as reasonably determined by the District).

(g) Whenever an appraisal is required under this Ordinance, the District and Title Owners may continue to utilize an appraisal previously delivered in connection with the Assessment Area so long as (i) such appraisal describes the intended use of the Subdivision Parcel and such parcel entitled for such intended use and/or density (as applicable), (ii) the Title Owner certifies in writing that it is not aware of any facts or circumstances that would cause the relevant values contained in such appraisal to be materially less than the market value of the Subdivision Parcel, and (iii) the District in its reasonable judgement has no reason to question such certification.

Section 2. Determination of Estimated Costs of the Improvements and Right of District to Levy Additional Assessments for Completion. The Board has determined that the estimated acquisition, construction and installation costs of the Improvements within the Assessment Area, including estimated overhead costs, administrative costs, costs of funding reserves, capitalized interest, and debt issuance costs, is estimated at \$69,714,027 of which \$55,333,000 shall be assessed within the Assessment Area. Such amount to be levied is an estimate, as permitted under Section 11-42-401 of the Act. The Owners anticipate using additional funding in order to complete the Improvements. If the Assessments and additional funding are not sufficient in amount to complete the Improvements and pay related costs as described above, the Owners shall be responsible to pay the remaining amount in order to complete the Improvements. However, the District does not guaranty such payments from the Owners. Therefore, if for any reason the Owners do not pay such remaining amount to complete the Improvements, any and all property owners within the Assessment Area shall be responsible for paying any pro-rata share of additional costs required to complete the Improvements, including, but not limited to, an additional assessment on their property without any ability to contest such assessment.

Section 3. Approval of Assessment List; Findings. The Board confirms and adopts the assessment list for the Assessment Area, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Assessment List"). The Board has determined that the Assessments are levied according to the benefits to be derived by each property within the Assessment Area and, in any case, the Owners have consented to such methodology as provided in Section 11-42-409(5) of the Act.

Section 4. Levy of Assessments. The Board does hereby levy an Assessment against each parcel of property identified in the Assessment List. Said Assessments levied upon each parcel of property therein described shall be in the amount set forth in the Assessment List, provided that initially the Assessments shall initially be allocated against the entirety of the legal descriptions for each Assessment Zone (defined herein). The currently anticipated amount of Assessments expected to be levied upon each Assessment Zone and the number of ERUs (defined herein) or acreage, as applicable, anticipated to be allocated to each parcel of property in the Assessment Area (upon compliance with the process and coverage described herein) reflects an equitable portion of the benefit each parcel of property will receive from the Improvements and, in any case, the Owners have consented to such methodology as provided in Section 11-42-409(5) of the Act.

Section 5. Amount of Total Assessments. The Assessments do not exceed in the aggregate the sum of: (a) the estimated contract price of the Improvements (plus related capitalized soft costs); (b) the estimated acquisition price of the Improvements; (c) the reasonable cost of (i) utility services, maintenance, and operation to the extent permitted by the Act and (ii) labor, materials, or equipment supplied by the District, if any; (d) the price or estimated price of purchasing property; (e) overhead costs not to exceed fifteen percent (15%) of the sum of (a), (b), and (c); (f) an amount for contingencies of not more than ten percent (10%) of the sum of (a) and (c); (g) estimated interest on interim warrants and bond anticipation notes issued to finance the Improvements, if any; (h) an amount sufficient to fund a reserve fund; and (i) the capitalized interest on each assessment bond.

Section 6. Method and Rate. All benefited properties within the Assessment Area will be assessed for all of the above-described improvements and will initially be assessed as follows: (a) for the residential areas and related properties (the “Residential Zone”), pursuant to an equivalent residential unit (“ERU”) methodology (the “ERU Methodology”) and (b) for the commercial areas and related properties (the “Commercial Zone” and together with the Residential Zone, each an “Assessment Zone” and collectively, the “Assessment Zones”), on a per acre methodology (the “Acreage Methodology”), each as further described below:

Residential Zone

<u>Assessment</u>	<u>Assessment Methodology</u>	<u>Total ERUs</u>	<u>Assessment Per ERU</u>
\$49,945,400	ERU Methodology	829.14	\$60,237.76

Commercial Zone

<u>Assessment</u>	<u>Assessment Methodology</u>	<u>Total Acres</u>	<u>Assessment Per Acre</u>
\$5,387,600	Acreage Methodology	35.0	\$153,931.43

Notwithstanding the levy of the assessments, in order to provide additional security for the payment of assessments, the District shall require that all assessments of all properties owned by the same Owner within the Assessment Area (or an affiliate of the same Owner) be aggregated as a single unified assessment against all properties owned by the same Owner within the Assessment Area (or an affiliate of the same Owner). As used in this Ordinance, the term “affiliate” means with respect to any Owner, any person that controls, is controlled by or is under common control with such Owner, and the term “control” or “controlled” means the ownership of more than twenty percent (20%) of the outstanding voting ownership interests of the Owner in question or the power to direct the management of the Owner in question (subject to any required approvals for major decisions by anyone holding equity interests in the owner in question).

Section 7. Payment of Assessments.

(a) The Board hereby determines that the Improvements have a weighted average useful life of not less than fifty (50) years, and has elected to have the Assessments prepaid for all parcels within the Residential Zone on or before the time of conveyance of such parcel to a Homeowner. The aggregate annual Assessment payments shall be in substantially equal amounts, subject, however, to adjustment as described herein. Interest on the unpaid balance of the Assessments shall accrue at the same rate or rates as shall be borne by the Assessment Bonds, plus an annual administration cost incurred by the District, plus any third party direct out of pocket costs of the District related to the administration and collection of the Assessments. The District may outsource all or a portion of the administration services, including legal costs or consulting costs as an additional out of pocket cost, including, but not limited to, all costs related to foreclosure (and other remedies) and amendments to this Ordinance.

(b) The District will collect the Assessments by directly billing each property owner rather than inclusion on a property tax notice. The bill for each Assessment payment shall be due March 1 and September 1 of each year (approximately thirty (30) days after

sending such bills, which shall be sent on or prior to February 1 and August 1 of each year, respectively, anticipated to commence February 1, 2027, due to anticipated capitalized interest. However, failure to send any such bill by the scheduled date shall not impact the requirement of property owners to timely pay their Assessments on the due date thereof.

(c) All unpaid installments of an Assessment levied against any parcel of property may be paid prior to the dates on which they become due, but any such prepayment must include an additional amount equal to the interest which would accrue on the Assessment to the next succeeding date on which interest is payable on the Assessment Bonds, plus such additional amount as, in the opinion of the District Chair or designee as approved by the District (the “Chair”) (with assistance from the administrator of the Assessments, if any), is necessary to assure the availability of money to pay interest on the Assessment Bonds as interest becomes due and payable, plus any premiums required to redeem the Assessment Bonds on their first available call date pursuant to the Indenture (defined herein), plus any reasonable administrative costs.

(d) The property assessed has yet to be fully subdivided as anticipated for development. The property identified on the Assessment List (whether before or after formal subdivision individually and each Assessment Zone, a “Subdivision Parcel” and collectively, the “Subdivision Parcels”) may hereafter be subdivided and re-subdivided, with the consent of the District (which consent shall not be unreasonably withheld). The owner of a Subdivision Parcel may make changes to that Subdivision Parcel including, without limitation, reducing or increasing the size of that Subdivision Parcel, modifying the boundary description of that Subdivision Parcel, and otherwise make changes necessary or appropriate to plat that Subdivision Parcel; provided that (i) the total Assessment of that Subdivision Parcel after the applicable change is unaffected and (ii) the ATV Ratio is greater than or equal to the lesser of (A) the Original ATV Ratio or (B) 33.3%. Provided, however, any adjustment of a parcel outside of the boundaries of the Assessment Area would require an amendment to this Ordinance to that effect, in accordance with the Act. Once a Subdivision Parcel is subdivided, the lien of the Assessment Area will be re-allocated to or released from, as appropriate, any property located outside the subdivided portion of that Subdivision Parcel by either the District adopting an amendment to this Ordinance or by the Chair or other authorized officer of the District authorized to make such changes and record the applicable notices (within the provisions of this Ordinance) and provided the ATV Ratio of such subdivided portion (after release of the property), is greater than or equal to the lesser of (A) the Original ATV Ratio or (B) 33.3%.

(e) An interest in a Subdivision Parcel may be sold, transferred or exchanged to any person or entity (the “Title Owner”) so long as the interest is recognized by the County and charged a distinct property tax bill by the County. A Title Owner may further subdivide or create a new Title Owner on the Subdivision Parcel and such new Subdivision Parcels are reallocated Assessments in compliance with this Ordinance. When a Title Owner of any Subdivision Parcel in the Assessment Area subdivides, re-subdivides or creates a new Title Owner, it shall allocate the responsibility to pay Assessments tied to that Subdivision Parcel among Title Owners in accordance with (i) or (ii) below. Such reallocation of Assessments must be approved by all Title Owners subject to the reallocation by execution of a form reasonably satisfactory to the Chair or other authorized

officer of the District and similar in form to the Waiver and Consent, and with the consent of the Chair, which consent shall not be unreasonably withheld, conditioned or delayed, but such consent shall be limited solely to the allocation of ERUs, acreage, or other assessment method to Subdivided Parcels and withheld only where the information, assumptions and/or formula described in this section create less security for the repayment of the Assessments for the District or holders of Assessment Bonds than the security contemplated in this Section 7(e). The final plat for any Subdivision Parcel recorded after the effective date of this Ordinance must include a plat note that provides the exact allocation of the Assessments among Title Owners and the Assessment List attached as Exhibit A to this Ordinance must be accordingly amended, and the Chair or other authorized officer of the District is hereby authorized to make such amendments, but may also seek the approval of the Board at his/her discretion. For any reallocation of Assessments tied to a Subdivision Parcel among Title Owners, the Title Owners may either:

(i) Reallocate in full the Assessments ascribed to that Subdivision Parcel(s) using the methodology of each related Assessment Zone as contemplated in this Section 7(e); or

(ii) As long as the aggregate Assessments tied to a Subdivision Parcel in the Assessment Area are allocated in full among Title Owners of that Subdivision Parcel, a Title Owner of that Subdivision Parcel may reallocate the Assessments to the interest(s) of Title Owners in such Subdivision Parcel based on either:

(A) the methodology of each related Assessment Zone or a then current Fair Market Value method, or

(B) if the Chair reasonably determines that such reallocated assessment method selected by the Title Owners will not reasonably allocate benefit among the Title Owners in such Subdivision Parcel, any other assessment method reasonably allocating benefit as determined in the reasonable discretion of the Chair or other authorized officer of the District,

so long as, following a reallocation as described in this paragraph, the then current ATV Ratio of each remaining interest in such Subdivision Parcel and all other affected parcels must be greater than or equal to the lesser of (A) the Original ATV Ratio or (B) 33.3%

(f) A release of the Assessment lien for any Subdivision Parcel will be delivered by the District for recordation with the County Recorder as soon as practicable after the Assessment balance for such subdivided parcel is paid in full. If prepayment of an Assessment prior to the Assessment payment date arises out of a need of the property owner to clear the Assessment lien from a portion (a "Release Parcel") but not all of a Subdivision Parcel, the Assessment lien on the Release Parcel shall be released by the District, as follows:

(i) The Title Owner(s) shall submit the legal description of the Release Parcel which shall include the total number of ERUs or acreage, as applicable,

allocated to the Release Parcel pursuant to the procedure set forth in this Ordinance. If an assessment allocation method other than ERUs or acreage, as applicable, has been applied to a parcel, the release procedures in this subsection (f) shall apply using the new assessment method in lieu of ERUs or acreage, as applicable.

(ii) The Title Owner(s) shall prepay an Assessment applicable to the Release Parcel calculated by the Chair (with assistance from the administrator of the Assessments, if any), which Assessment shall be the product of the following: (A) the amount of the prepayment calculated pursuant to Section 7(c) herein for the entire Subdivision Parcel less any previously paid regularly scheduled Assessment payments, (B) multiplied by the percentage calculated by dividing the number of ERUs or acreage, as applicable, of the Release Parcel by the total number of ERUs or acreage, as applicable, of the entire Subdivision Parcel.

(iii) The partial release of lien upon payment of the prepayment amount determined under subsection (ii) above shall not be permitted, except as otherwise provided in this paragraph, if the ATV Ratio of the Subdivision Parcel, after release of the Release Parcel (the "Remaining Subdivision Parcel"), is less than the lesser of (A) the Original ATV Ratio or (B) 33.3%. If the Chair (with assistance from the administrator of the Assessments, if any) determines that the proposed partial release does not comply with the requirements of this paragraph, such partial release may still be permitted if the Title Owner(s) prepays a larger portion of the Assessment in order to clear the Assessment lien from the Release Parcel, all as determined by said Chair (with assistance from the administrator of the Assessments, if any).

(iv) Prepayments of Assessments shall be applied as provided in the Indenture. As prepayments are paid and applied against the payment of the Assessment applicable to the Release Parcel, the Release Parcel shall be released from the lien of the Assessment in accordance with this subsection (f), and the remaining unpaid Assessments levied against the Remaining Subdivision Parcel shall remain unaffected.

Section 8. Default in Payment.

(a) If a default occurs in the payment of any Assessment on a Subdivision Parcel when due, and such default is not cured within the period provided for in Section 8(b) herein, the Chair, on behalf of the Board, may declare the unpaid amount of such Assessment on such Subdivision Parcel to be immediately due and payable and subject to collection as provided herein. Interest shall accrue and be paid on all amounts declared to be delinquent and immediately due and payable at a rate of ten percent (10%) per annum (the "Delinquent Rate"). In addition to interest charges at the Delinquent Rate, costs of collection, as approved by the Chair on behalf of the Board, including, without limitation, attorneys' fees, trustee's fees, and court costs, incurred by the District or required by law shall be charged and paid on all amounts declared to be delinquent and immediately due and payable. Until such costs of collection are recovered by the District, the District may

charge such costs as an additional overhead cost against all Assessments, with a credit later upon any recovery of such costs.

(b) Upon any default, the Chair shall give notice in writing of the default to the Title Owner(s) of the Subdivision Parcel in default as shown by the last available completed real property assessment rolls of Utah County. Notice shall be effective upon deposit of the notice in the U.S. Mail, postage prepaid, and addressed to the Title Owner(s) as shown on the last completed real property assessment rolls of the County. The notice shall provide for a period of thirty (30) days in which the Title Owner(s) shall pay the installments then due and owing, after which the Chair, on behalf of the District, may immediately sell the Subdivision Parcel pursuant to Section 11-42-502.1(2)(a)(ii)(B) and related pertinent provisions of the Act, in the manner provided for judicial foreclosures. If at the sale no person or entity shall bid and pay the District the amount due on the Assessment plus interest and costs, the Subdivision Parcel shall be deemed sold to the District for these amounts. The District shall be permitted to bid at the sale. So long as the District affirmatively elects to retain ownership of the Subdivision Parcel, it shall pay all delinquent Assessment installments and all Assessment installments that become due, including the interest on them and shall be entitled to use amounts on deposit in the Reserve Fund (as defined herein) for such purpose. The District notes it has no current intention of owning the Subdivision Parcel and will surrender the Subdivision Parcel “as is” and without guaranty or warranty to owner(s) of the Assessment Bonds in full satisfaction of all obligations to such owner(s) of the Assessment Bonds irrespective of the owner(s) of the Assessment Bonds accepting the same.

(c) The remedies provided herein for the collection of Assessments and the enforcement of liens shall be deemed and construed to be cumulative and the use of any one method or means or remedy of collection or enforcement available at law or in equity shall not deprive the District of the use of any other method or means. The amounts of accrued interest and all costs of collection, trustee’s fees, attorneys’ fees, and other reasonable and related costs shall be added to the amount of the Assessment against such Subdivision Parcel up to, and including, the date of foreclosure sale.

Section 9. Remedy of Default. If prior to the final date payment may be legally made under a final sale or foreclosure of property to collect delinquent Assessments, the Title Owner(s) pays the full amount of all unpaid installments of principal and interest which are past due and delinquent with interest on such installments at the rate or rates set forth in Section 8 herein to the payment date, plus all attorneys’ fees, and other costs of collection, the Assessment of said Title Owner(s) shall be restored and the default removed, and thereafter the Title Owner(s) shall have the right to make the payments in installments as if the default had not occurred. Any payment made to cure a default shall be applied first to the payment of attorneys’ fees and other costs incurred as a result of such default; second, to interest charged on past due installments, as set forth above; third, to the interest portion of all past due Assessments; and last, to the payment of outstanding principal.

Section 10. Lien of Assessment. An Assessment or any part or installment of it, any interest accruing thereon, and the penalties, trustee’s fees, attorneys’ fees, and other costs of collection therewith shall constitute a lien against the Subdivision Parcel upon which the

Assessment is levied on the effective date of this Ordinance. Said lien shall be superior to the lien of any trust deed, mortgage, mechanic's, or materialman's lien, or other encumbrance and shall be equal to and on a parity with the lien for general property taxes. The lien shall apply without interruption, change in priority, or alteration in any manner to any reduced payment obligations and shall continue until the Assessment, reduced payment obligations, and any interest, penalties, and costs on it are paid, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax, or other Assessment or the issuance of a tax deed, an assignment of interest by the County or a sheriff's certificate of sale or deed.

Section 11. Reserve Fund.

(a) The District does hereby establish a reserve fund (the "Reserve Fund") in lieu of funding a guaranty fund, as additional security for the Assessment Bonds.

(b) The Reserve Fund may be initially funded from proceeds of the Assessment Bonds in an amount not to exceed the least of (i) ten percent (10%) of the proceeds of the Assessment Bonds determined on the basis of its initial purchase price to the public, (ii) the maximum aggregate annual debt service requirement during any bond fund year for the Assessment Bonds, and (iii) one hundred twenty-five percent (125%) of the average aggregate annual debt service requirement for the Assessment Bonds (the "Reserve Requirement"). The cost of initially funding the Reserve Fund is included in the Assessments of the property in the Assessment Area. The Reserve Requirement may be adjusted as property owners prepay their Assessments in full as provided in the Indenture. The moneys on deposit in the Reserve Fund, if any, shall be applied to the final Assessment payment obligation of the assessed properties and used to make the final payment on the Assessment Bonds. If the amounts on deposit in the Reserve Fund exceed the final Assessment obligation, any excess amounts shall be paid by the District to the owners whose properties were subject to the final Assessment payment obligation on a pro rata basis, as an excess Assessment payment.

(c) In the event insufficient Assessments are collected by the District to make the debt service payments on the Assessment Bonds, the District shall draw on the Reserve Fund to make up such deficiency, but shall have no obligation to replenish the Reserve Fund with any funds other than those collected from Assessments as described herein.

(d) Amounts recovered by exercise of any of the remedies provided herein or otherwise from delinquent Assessments (and not needed to pay amounts coming due on the Assessment Bonds) shall be used to replenish amounts drawn from the Reserve Fund.

(e) In the event the Assessment Bonds are refunded, the Reserve Requirement may be adjusted by the District and amounts in the Reserve Fund may be applied to assist in such refunding. Any refunding of the Assessment Bonds is hereby permitted so long as the structure thereof shall not increase the total cost of the Assessments in any one year.

Section 12. Investment Earnings. Except as otherwise provided in the Indenture, all investment earnings on the Reserve Fund shall be maintained in said Fund and applied in the same manner as the other moneys on deposit therein as provided in the Indenture.

Section 13. Contestability. No Assessment shall be declared invalid or set aside, in whole or in part, in consequence of any error or irregularity which does not go to the equity or justice of the Assessment or proceeding. The Owners and any succeeding property owners (whether by sale, foreclosure, or any other property transfer of title) have waived any rights to contest this Ordinance. Any party who has not waived his or her objections to the same as provided by statute may commence a civil action in the district court with jurisdiction in the District against the District to enjoin the levy or collection of the Assessment or to set aside and declare unlawful this Ordinance.

Such action must be commenced and summons must be served on the District not later than sixty (60) days after the effective date of this Ordinance. This action shall be the exclusive remedy of any aggrieved party. No court shall entertain any complaint which the party was authorized to make by statute but did not timely make or any complaint that does not go to the equity or justice of the Assessment or proceeding.

After the expiration of the sixty (60) day period provided in this Section:

(a) The Assessment Bonds and any refunding bonds to be issued with respect to the Assessment Area and the Assessments levied in the Assessment Area shall become incontestable as to all persons who have not commenced the action and served a summons as provided for in this Section; and

(b) No suit to enjoin the issuance or payment of the Assessment Bonds or refunding assessment bonds, the levy, collection, or enforcement of the Assessments, or in any other manner attacking or questioning the legality of the Assessment Bonds or refunding assessment bonds or Assessments may be commenced, and no court shall have authority to inquire into these matters.

Section 14. Notice to Property Owners. The Owners are hereby deemed to have received notice of assessment and have waived any notice and hearing requirements under the Act. The Owners have acknowledged and agreed that this Ordinance shall become effective upon posting, as described in Section 17 below, but the Assessments shall not be levied against Parcel L-3281-A until the administrative functions have been completed to annex such parcel into the District.

Section 15. All Necessary Action Approved. The officials of the District are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including the filing of a notice of assessment interest with the Utah County Recorder.

Section 16. Repeal of Conflicting Provisions; Amendment. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed. The Chair (or any assigned designee of the Chair) may make any alterations, changes or additions to this Ordinance which may be necessary to conform the same to the final terms of the Assessment Bonds, to correct errors or omissions herein, to complete the same, to remove ambiguities herefrom, or to conform the same to other provisions of this Ordinance or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States, including technical changes to the description

of the boundary of the Assessment Area, so long as those changes do not change the boundaries from those depicted on the maps attached to the Designation Resolution and do not materially adversely affect the rights of the Owners hereunder without the consent of such Owners affected.

Section 17. Posting of Ordinance. This Ordinance shall be signed by the Chair and Clerk/Secretary and shall be recorded in the ordinance book kept for that purpose upon final confirmation of the property description and terms of the Assessment Area. The officials of the District are hereby authorized to make technical corrections to the legal description of the Assessment Area. Upon finalization of the legal description, copies of this Ordinance shall be posted in a public location within or near the District's boundaries that is reasonably likely to be seen by individuals who pass through or near the affected area for at least twenty-one (21) days and a copy of this Ordinance shall also be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) for at least twenty-one (21) days. This Ordinance shall take effect immediately upon its passage and approval and posting as required by law.

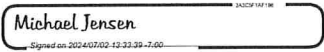
Section 18. Closing Deadline. If the Assessment Bonds have not been issued by September 30, 2024 (the "Closing Deadline"), the Board hereby instructs the District to record a notice within fourteen (14) days following the Closing Deadline, releasing the properties to be assessed from the lien of the assessments. Notwithstanding the foregoing, the Closing Deadline may be extended or waived by written consent of the Owners.

Dated as of June 25, 2024.

GRAPEVINE WASH LOCAL DISTRICT

By: _____
Chair

ATTEST:

By:  _____
Clerk/Secretary



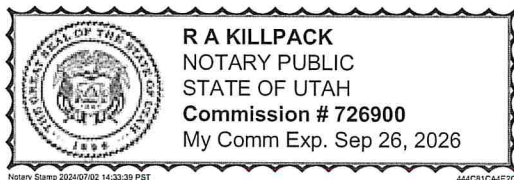
STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____, by Jon Richter, the Chair of the Board of Trustees of the Grapevine Wash Local District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.

NOTARY PUBLIC

STATE OF UTAH)
)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 07/02/2024,
by Michael Jensen, the Clerk/Secretary of the Grapevine Wash Local District (the
“District”), who represented and acknowledged that s/he signed the same for and on behalf of
the District.



Handwritten signature: *[Signature]*

NOTARY PUBLIC

Notarial act performed by audio-visual communication



(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Board of Trustees of the District, adjourned.

GRAPEVINE WASH LOCAL DISTRICT

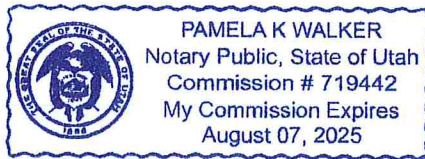
By:  _____
Executive Director

ATTEST:

By: _____
Clerk/Secretary

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this July 2, 2024, by Paul Morris, the Executive Director of the Board of Trustees of the Grapevine Wash Local District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.



Pamela K Walker
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____, 2024, by _____, the Clerk/Secretary of the Grapevine Wash Local District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.

NOTARY PUBLIC

EXHIBIT A

ASSESSMENT LIST

Assessment Method and Amount

Residential Zone

Assessment Methodology	ERU Methodology
Total Assessment	\$49,945,400
Total ERUs	829.14
Assessment Per ERU	\$60,237.76

Future Lot Type	Quantity	Assessment	ERUs Per Lot	Total ERUs	Total Assessment
		Per Lot			
R-M-7	186	\$81,923.35	1.36	252.96	\$15,237,744
R-1-10	399	\$60,237.76	1.00	458.00	\$27,588,893
R-1-20	60	\$70,946.69	1.18	77.73	\$4,682,482
R-1-1	<u>26</u>	\$93,703.18	1.56	<u>40.44</u>	<u>\$2,436,283</u>
Total	671			829.14	\$49,945,400

Commercial Zone

Parcel ID Nos.	Assessment Methodology	Total Acres	Assessment Per Acre	Total Assessment
L-3285-GW	Acreage Methodology	14.7	\$153,931.43	\$2,262,792
L-3286-GW	Acreage Methodology	<u>20.3</u>	\$153,931.43	<u>\$3,124,808</u>
Total		35.0		\$5,387,600

* Figures have been rounded, may not sum due to rounding.

Parcel Identification No.	Owner Entity	Assessment Zone
L-3179-A-3-B-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-D-2-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-F-GW	MISI Investments LLC, Simkins Kenneth & Donlee Trust	Residential Zone
L-3282-G-GW	Tuscan Lenders Group, LLC	Residential Zone
L-3284-B-GW	Tuscan Lenders Group, LLC	Residential Zone
L-3284-A-1-GW	Grapevine Development, LLC	Residential Zone
L-3281-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3289-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3285-GW	Richter Jon Michael, Crowe Matthew	Commercial Zone
L-3286-GW	Richter Jon Michael, Crowe Matthew	Commercial Zone
L-3287-GW	Richter Jon Michael, Crowe Matthew	Residential Zone
L-3281-A	Grapevine Development, LLC	Residential Zone

Legal Description

The Assessment Area is more particularly described as follows:

Beginning at the Southwest Corner of Section 9, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 00°15'28" East along the section line 321.49 feet to the Southeast Corner of Section 8 of said Township and Range; thence South 89°04'48" West along the south line of said Section 1542.58 feet to the East Sixteenth Corner of said section; thence North 00°29'58" East along the sixteenth line 1355.87 feet to the Southeast Sixteenth Corner of said section; thence South 88°55'48" West along the sixteenth line 1081.03 feet; thence North 21°28'02" East 87.11 feet; thence North 27°39'50" East 141.52 feet; thence North 26°27'06" East 128.74 feet; thence North 28°49'43" East 133.97 feet; thence North 11°24'16" East 150.31 feet; thence northerly along a 775.00 foot radius non-tangent curve to the right, (long chord bears North 09°49'07" East a distance of 56.05 feet), center point lies South 82°15'13" East through a central angle of 04°08'41", a distance of 56.06 feet; thence North 11°53'28" East 149.02 feet; thence North 06°51'03" East 141.12 feet; thence North 01°29'19" East 128.45 feet; thence North 07°25'27" West 137.79 feet; thence North 13°18'14" West 149.34 feet; thence South 79°23'05" West 43.03 feet; thence South 40°43'22" West 74.96 feet; thence South 02°17'30" West 66.11 feet; thence South 04°12'26" East 90.09 feet; thence South 06°05'28" East 99.65 feet; thence South 13°14'45" West 69.22 feet; thence South 49°16'47" West 62.78 feet; thence South 14°40'56" West 57.36 feet; thence South 07°35'52" West 139.96 feet; thence South 03°29'46" West 173.40 feet; thence South 19°09'20" West 100.70 feet; thence South 30°00'55" West 108.33 feet; thence South 37°30'15" West 121.58 feet; thence South 16°34'50" West 115.80 feet; thence South 26°02'35" West 66.39 feet; thence South 83°39'45" West 28.05 feet; thence North 65°17'29" West 49.07 feet; thence North 89°35'27" West 69.97 feet; thence South 59°15'54" West 83.21 feet; thence South 20°16'19" West 73.75 feet to a point on the sixteenth line; thence South 88°55'48" West along said line 66.11 feet to the Center South Sixteenth Corner of said section; thence North 00°45'16" East along the south quarter section line 1351.81 feet to the Center Quarter Corner of said Section; thence North 00°45'26" East along the north quarter section line 958.86 feet; thence North 75°22'01" East 247.05 feet to a point on the west right-of-way line of a 60.00 foot wide Utility and Ingress/Egress easement, thence North 19°56'57" West along said line 482.34 feet; thence North 78°10'49" East 496.40 feet; thence North 00°53'51" West 351.97 feet; thence North 00°46'10" West 418.84 feet; thence South 87°40'33" West 531.45 feet to the north quarter section line; thence North 00°45'55" East along the north quarter section line 379.46 feet to the Common Quarter Corner of said Section 8 and Section 5 of said Township and Range; thence North 88°25'47" East along the common line of said Sections, 143.14 feet to said west right-of-way line; thence North 31°11'57" West along said line 167.22 feet; thence North 58°48'03" East 60.00 feet to a point on the east line of said right-of-way; thence North 88°25'52" East 1340.46 feet to a point on the east sixteenth line of said Section 5; thence South 01°10'04" East along the sixteenth line 175.01 feet to the East Sixteenth Corner of said Section 5; thence North 88°25'49" East along the common line of said Sections 66.82 feet to the East Sixteenth Corner of said Section 8; thence North 88°24'51" East along the common line of said Sections 1384.68 feet to the Common Corner of said Section 5 and Section 4 of said Township and Range; thence South 89°38'30" East along the common line of said Sections 133.60 feet to the Common Quarter Corner of said Section 8 and Section 9; thence South 89°38'30" East along the common line of said Sections 200.12 feet; thence South 07°12'06" East 25.34 feet; thence South 42°52'42" West 59.52 feet; thence South 19°14'35" West 46.08 feet; thence South 11°50'56" East 54.15 feet; thence South 24°08'22" East 48.36 feet; thence South 53°11'55" East 51.36 feet; thence North 55°11'55" East 46.40 feet; thence South 76°01'59" East 55.38 feet; thence South 48°39'25" East 172.08 feet; thence South 30°55'27"

East 127.93 feet; thence South 87°27'54" East 149.35 feet; thence North 77°32'07" East 80.04 feet; thence North 37°33'49" East 54.47 feet; thence North 20°49'31" East 94.69 feet; thence North 01°44'56" West 96.87 feet; thence North 13°45'43" West 100.59 feet; thence North 05°10'32" East 98.92 feet; thence North 19°47'26" East 12.09 feet to a point on said common line; thence South 89°38'30" East along said line 1731.36 feet to the North Quarter Corner of said Section 9; thence South 89°38'28" East along the common line of said Sections 1325.77 feet to the East Sixteenth Corner of said Section 9; thence South 00°41'50" East along the sixteenth line 665.41 feet; thence North 89°38'28" West 1325.77 feet to a point on the north quarter section line; thence North 00°41'50" West along said north quarter section line 155.23 feet to the Southeast Corner of Sectional Lot 1; thence North 89°38'37" West along the south line of said Sectional Lot 1 and Sectional Lot 2, 2526.45 feet to the Southwest Corner of said Sectional Lot 2, point being on the common section line of said Section 8 and Section 9; thence South 00°14'14" West along said line 848.76 feet to the North Sixteenth Corner of said Section 8; thence South 00°14'14" West along said common line 143.61 feet; thence South 77°46'47" West 41.28 feet; thence North 66°39'53" West 78.87 feet; thence North 44°18'52" West 102.27 feet; thence North 32°14'03" West 94.87 feet; thence North 14°25'18" West 123.16 feet; thence North 02°59'59" West 102.27 feet; thence North 14°39'30" West 100.58 feet; thence North 16°57'21" West 133.82 feet; thence North 69°58'30" West 67.21 feet; thence North 38°46'38" West 41.31 feet; thence South 65°54'44" West 30.74 feet; thence South 03°48'56" West 54.98 feet; thence South 22°34'57" East 117.51 feet; thence South 04°12'26" West 83.12 feet; thence South 01°39'40" East 84.15 feet; thence South 19°59'27" East 85.62 feet; thence South 18°08'42" East 74.41 feet; thence South 35°00'12" East 89.30 feet; thence South 14°02'31" East 90.48 feet; thence South 44°21'12" East 75.02 feet; thence South 49°55'29" East 89.29 feet; thence South 57°40'50" East 114.01 feet; thence South 75°16'03" East 63.83 feet; thence South 79°52'46" East 9.57 feet to said common section line of said Section 8 and Section 9; thence South 00°14'14" West along said line 1048.18 feet to the East Quarter Corner of said Section 8; thence South 88°45'29" West along the east quart line 1530.46 feet to the Center East Sixteenth Corner of said Section 8; thence South 00°30'45" West along the sixteenth line 1356.00 feet to the Southeast Sixteenth Corner of said Section 8; thence North 88°54'55" East along the sixteenth line 1536.69 feet to the South Sixteenth Corner of said Section 8, point being on the common section line of said Section 8 and Section 9; thence South 00°14'55" West along said common line 369.56 feet to the South Sixteenth Corner of said Section 9; thence South 89°40'56" East along the sixteenth line 1345.53 feet to the Southwest Sixteenth Corner of said Section 9; thence South 00°15'00" West along the sixteenth line 1312.03 feet West Sixteenth Corner of said Section 9; thence North 89°41'06" West along the south line of said Section 9, 1345.49 feet to the point of beginning.

Containing 15,512,322 square feet or 356.11 acres.

Less and excepting the following parcels:

Less Parcel 1:

Beginning at a point that lies North 88°25'49" East along the section line 81.99 feet from the North Quarter Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 88°25'49" East along the section line 61.15 feet; thence North 31°11'57" West 167.22 feet; thence North 58°48'03" East 28.67 feet; thence South 29°54'35" East 90.48 feet; thence southeasterly along a 810.00 foot radius curve to the left, (long chord bears South 34°08'19" East a distance of 119.46 feet), center point lies North 60°05'25" East through a central angle of 08°27'28", a distance of 119.57 feet; thence South 53°56'08" West 116.51 feet; thence southwesterly along a 125.00 foot radius curve to the left, (long chord bears South 27°21'01" West a distance of 111.88 feet), center

point lies South 36°03'52" East through a central angle of 53°10'14", a distance of 116.00 feet; thence South 00°45'55" West 193.96 feet; thence South 87°40'33" West 50.07 feet to a point on the quarter section line; thence North 00°45'55" East along said line 196.66 feet; thence northeasterly along a 175.00 foot radius curve to the right, (long chord bears North 27°21'01" East a distance of 156.64 feet), center point lies South 89°14'05" East through a central angle of 53°10'14", a distance of 162.40 feet; thence North 53°56'08" East 16.63 feet; thence northerly along a 20.00 foot radius curve to the left, (long chord bears North 10°06'54" East a distance of 27.70 feet), center point lies North 36°03'52" West through a central angle of 87°38'29", a distance of 30.59 feet; thence North 33°31'01" West 10.62 feet to the point of beginning.

Containing 27,652 square feet or 0.63 acres.

Less Parcel 2:

Beginning at a point that lies South 00°45'55" West along the section line 1229.36 feet and due East 72.57 feet from the North Quarter Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 78°10'49" East 50.51 feet; thence South 19°56'57" East 426.42 feet; thence southeasterly along a 975.00 foot radius curve to the left, (long chord bears South 22°37'16" East a distance of 90.90 feet), center point lies North 70°03'03" East through a central angle of 05°20'37", a distance of 90.93 feet; thence South 25°17'34" East 840.41 feet; thence southerly along a 1275.00 foot radius curve to the right, (long chord bears South 06°42'03" East a distance of 813.01 feet), center point lies South 64°42'26" West through a central angle of 37°11'02", a distance of 827.45 feet; thence South 11°53'28" West 149.02 feet; thence southerly along a 725.00 foot radius curve to the left, (long chord bears South 01°50'48" West a distance of 252.89 feet), center point lies South 78°06'32" East through a central angle of 20°05'19", a distance of 254.19 feet; thence South 08°11'51" East 128.86 feet; thence southerly along a 2025.00 foot radius curve to the right, (long chord bears South 04°43'19" East a distance of 245.52 feet), center point lies South 81°48'09" West through a central angle of 06°57'04", a distance of 245.67 feet to a point on the sixteenth line; thence South 88°55'48" West along said line 50.00 feet; thence northerly along a 1975.00 foot radius non-tangent curve to the left, (long chord bears North 04°43'27" West a distance of 239.30 feet), center point lies South 88°44'56" West through a central angle of 06°56'48", a distance of 239.45 feet; thence North 08°11'51" West 128.86 feet; thence northerly along a 775.00 foot radius curve to the right, (long chord bears North 01°50'48" East a distance of 270.33 feet), center point lies North 81°48'09" East through a central angle of 20°05'19", a distance of 271.72 feet; thence North 11°53'28" East 149.02 feet; thence northerly along a 1225.00 foot radius curve to the left, (long chord bears North 06°42'03" West a distance of 781.12 feet), center point lies North 78°06'32" West through a central angle of 37°11'02", a distance of 795.00 feet; thence North 25°17'34" West 840.41 feet; thence northwesterly along a 1025.00 foot radius curve to the right, (long chord bears North 22°37'16" West a distance of 95.56 feet), center point lies North 64°42'26" East through a central angle of 05°20'37", a distance of 95.59 feet; thence North 19°56'57" West 433.56 feet the point of beginning.

Containing 147,914 square feet or 3.40 acres.

Less Parcel 3:

Beginning at a point that lies South 00°14'14" West along the section line 528.71 feet and due West 485.96 feet from the Northeast Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 21°02'44" East 55.69 feet; thence South 31°08'58" East

44.85 feet; thence South 38°24'24" East 54.09 feet; thence South 18°53'36" West 64.24 feet; thence South 69°14'32" West 47.08 feet; thence North 56°57'18" West 37.64 feet; thence North 00°20'24" East 64.13 feet; thence North 12°26'41" West 55.69 feet; thence North 17°39'25" West 36.92 feet; thence North 29°45'19" East 38.69 feet; thence North 84°05'47" East 23.32 feet to the point of beginning.

Containing 13,994 square feet or 0.32 acres.

Less Parcel 4:

Beginning at a point that lies South 00°14'14" West along the section line 106.07 feet and due West 953.05 feet from the Northeast Corner of Section 8, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 22°02'40" East 36.53 feet; thence South 14°24'21" East 61.59 feet; thence South 08°23'47" East 49.71 feet; thence South 13°45'59" West 40.67 feet; thence South 02°58'30" West 62.16 feet; thence South 26°12'34" East 56.61 feet; thence South 12°13'48" West 49.49 feet; thence South 71°12'27" West 40.04 feet; thence North 30°39'40" West 25.30 feet; thence North 10°59'06" West 55.02 feet; thence North 34°00'27" West 41.82 feet; thence North 21°33'55" East 70.21 feet; thence North 08°33'33" West 92.12 feet; thence North 04°54'12" East 58.39 feet; thence North 13°08'22" East 31.09 feet; thence North 87°24'18" East 22.64 feet to the point of beginning.

Containing 19,819 square feet or 0.45 acres.