

WHEN RECORDED, RETURN TO:

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

10TH AND MAIN PUBLIC INFRASTRUCTURE DISTRICT
10TH AND MAIN ASSESSMENT AREA

DESIGNATION RESOLUTION

DATED AS OF SEPTEMBER 30, 2024

DESIGNATION RESOLUTION

WHEREAS, the Board of Trustees (the “Board”) of the 10th and Main Public Infrastructure District (the “District”), adopted Resolution No. 2024-06 on September 30, 2024, pursuant to which the Board authorized and approved the form of this Designation Resolution; and

BE IT RESOLVED by the Board of Trustees of the 10th and Main Public Infrastructure District, as follows:

Section 1. The Board hereby determines that it will be in the best interest of the District to designate an area to finance the costs of publicly owned infrastructure, facilities or systems more specifically described in Section 4 herein, along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner (collectively, the “Improvements”). The Board hereby determines that it is in the best interest of the District to levy assessments against properties benefited by the Improvements to finance the costs of said Improvements. The Board hereby finds that pursuant to the Act (defined herein), 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.

Section 2. Pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended, and the Public Infrastructure District Act, Title 17D, Chapter 4 of the Utah Code (together, the “Act”), the owners (the “Owners”) of all properties to be assessed within the designated assessment area have voluntarily waived, among other things, all notice and hearing requirements, the right to contest or protest, and the right to have a board of equalization appointed as set forth in the Act, and have consented to (a) the levy of an assessment against their property for the benefits to be received from the Improvements, (b) the designation of the assessment area as herein described, (c) the financing of the Improvements by the District through the issuance of assessment bonds, including the payment of installments over a period of not to exceed 30 years, (d) the acquisition and/or construction of the Improvements, and (e) the method and estimated amount of assessment as set forth herein in accordance with the Acknowledgment, Waiver and Consent Agreement attached hereto as Exhibit A. The properties to be assessed are identified by legal description in Exhibit B attached hereto.

Section 3. The District hereby designates an assessment area which shall be known as the “10th and Main Assessment Area” (the “Assessment Area”). A map and depiction of the Assessment Area is attached hereto as Exhibit C. The District received an appraisal of the unimproved property (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 Improvements, is at least three times the amount of the assessments proposed to be levied against the unimproved property.

Section 4. The Improvements shall be generally located in and around the map and depiction area attached hereto as Exhibit C. The District plans to finance the costs of publicly owned infrastructure, facilities or systems as part of an approximately 33-acre commercial development (the “10th and Main Development”). The District plans to levy the assessments to

finance the Improvements within the 10th and Main Development. The District may elect in the future to issue limited tax bonds and accordingly reduce the assessments to finance the Improvements. The Improvements are more particularly described as follows:

- Sewer improvements, including, but not limited to, mains, lift stations, manholes and manhole linings, sewer cleanouts, and laterals (various sizes).

- Water improvements, including but not limited to, mains, valves, tees/crosses, bends, thrust bonds, fire hydrants, blow offs and appurtenances (various sizes).

- Roads and roadway improvements including, but not limited to, rights of way, earthwork, curbs, gutters, sidewalks, street signage, centerline monuments, conduit crossings, street striping, streetlights and mailboxes.

- Storm drain improvements, including but, but not limited to, storm drain pipes, catch basins, junction boxes, inlets, culverts, cleanouts, trash racks, rip-rap and geotextile fabric.

As further engineering, costs, efficiencies, or any other issues present themselves, the District hereby reserves the right to approve reasonable changes to the allocation of expenditures described above and the location and specifications of the Improvements (but not to the Improvements) without obtaining the consent of the property owners within the Assessment Area.

Section 5. Pursuant to the Act, the Board has determined to levy assessments to pay the cost of the Improvements. The assessments are assessed against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act (and in any event the Owners have consented to such manner without reservation) and shall be payable in annual installments as set forth in the Assessment Ordinance. The District has determined that the reasonable useful life of the Improvements is at least fifty (50) years and that it is in the District and the Owners' best interest for certain property owner installments to be paid for over up to thirty (30) years.

Section 6. The total acquisition and/or construction cost of the Improvements, including estimated overhead costs, administrative costs, costs of funding reserves, and debt issuance costs, is estimated at \$11,997,581, of which \$9,500,000 is anticipated to be paid by assessments to be levied against the properties within the Assessment Area to be benefited by such Improvements, which benefits need not actually increase the fair market value of the properties to be assessed. The District expects to finance a portion of the cost of the Improvements by issuing assessment bonds (the "Bonds"). The District currently estimates selling the Bonds at a true interest cost interest rate of approximately 6.25% per annum, maturing within thirty (30) years of their date of issuance. Inasmuch as bonds have not been issued, the District notes that the interest rate and annual payment are only as estimated and not a cap or maximum amount. It is anticipated that the reserve fund will be initially funded with proceeds of the Bonds. The estimated cost of Improvements to be assessed against the benefited properties within the Assessment Area will initially be assessed on a per acre methodology (the "Acreage Methodology") as further described below:

<u>Assessment</u>	<u>Assessment Methodology</u>	<u>Total Acres</u>	<u>Assessment Per Acre</u>
\$9,500,000	Acreage Methodology	32.74	\$290,164.94

Section 7. As set forth in the Assessment Ordinance, the assessment methodology may, under certain circumstances, be altered in the future.

Section 8. The Board intends to levy assessments as provided in the Act on all parcels and lots of real property within the Assessment Area to be benefited by the Improvements, and the Owners of which have executed the Acknowledgment, Waiver and Consent Agreement described in Section 2 herein. The purpose of the assessment and levy is to finance the cost of the Improvements, which the District will not assume or pay. The existing planning and zoning conditions of the District shall govern the development in the Assessment Area.

The Owners have waived the right to prepay the assessment without interest within twenty-five (25) days after the ordinance levying the assessments becomes effective. A property owner may prepay the assessment as provided in the Assessment Ordinance. The assessments shall be levied against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act, and in any case, the Owners have consented to such methodology as provided in Section 11-42-409(5) of the Act. Other payment provisions and enforcement remedies shall be in accordance with the Act.

A map of the Assessment Area and the location of the Improvements and other related information are on file in the office of the Clerk/Secretary and/or Assistant Clerk Secretary, who will make such information available to all interested persons.

Section 9. The District will collect the Assessments by directly billing each property owner rather than inclusion on a property tax notice.

Section 10. A professional engineer has prepared a "Certificate of Project Engineer," attached hereto as Exhibit D, which, among other things, identifies the Improvements to be constructed and installed and is available upon request from the District. The findings and determinations set forth in this Resolution are based, in part, upon said Certificate of Project Engineer.

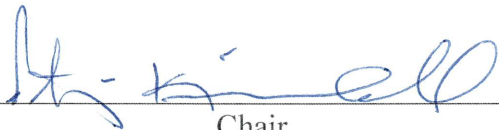
Section 11. The provisions of the Assessment Ordinance shall govern the levy, payment and applicable provisions regarding the assessments notwithstanding anything contained herein to the contrary. As required by Section 11-42-206(3) of the Act, within fifteen (15) days of the completion of this Resolution, the Clerk/Secretary or Assistant Clerk/Secretary shall (i) record an original or certified copy of this designation resolution with Tooele County and (ii) where applicable, file with the Tooele County Recorder a notice of proposed assessment.

Dated as of September 30, 2024.

10TH AND MAIN PUBLIC
INFRASTRUCTURE DISTRICT



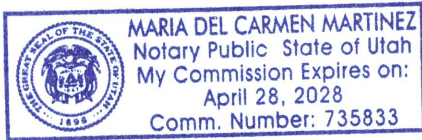
ATTEST:

By: 
Chair
(Victor Kimball)

By: 
Clerk/Secretary
(Ryan Kimball)

STATE OF UTAH)
 : ss.
COUNTY OF TOOELE)

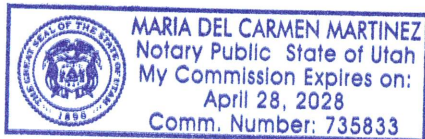
The foregoing instrument was acknowledged before me this OCTOBER 1, 2024, by Victor Kimball, the Chair of the Board of Trustees of the 10th and Main Public Infrastructure District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.



M. Carmen Martnez
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF TOOELE)

The foregoing instrument was acknowledged before me this OCTOBER 1, 2024, by Ryan Kimball, the Clerk/Secretary of the 10th and Main Public Infrastructure District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.



M. Carmen Martnez
NOTARY PUBLIC

EXHIBIT A

ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

This Acknowledgment, Waiver and Consent Agreement (this "Agreement") is entered into September 30, 2024, by Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC, Golden Heights, LLC and Tooele 1000, LLC (collectively, the "Owner").

RECITALS:

1. As of the date hereof, Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC, and Golden Heights, LLC own the real property described in Exhibit A attached hereto (the "Subject Property"), which constitutes all of the property to be assessed within the Assessment Area described herein.

2. The Owner desires that the 10th and Main Public Infrastructure District (the "District") designate an assessment area pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act"), for purposes of constructing publicly owned infrastructure, facilities or systems along with other necessary miscellaneous improvements (the "Improvements"), as more fully described in the Assessment Ordinance (defined herein).

3. Estimated costs for the Improvements, including estimated overhead costs, administrative costs, costs of funding reserves, and debt issuance costs, is estimated at \$11,997,581, of which \$9,500,000 shall be levied against the properties benefited within the Assessment Area. The Owner anticipates using other funding to complete the remainder of the Improvements. If the Assessments and additional funding are not sufficient to complete the Improvements, the Owner hereby agrees to pay to complete the Improvements, including, but not limited to, an additional assessment on the property within the Assessment Area (defined herein) without any ability to contest such assessment.

4. Pursuant to the Act, the Board of Trustees of the District (the "Board") has or is expected to approve (i) a Designation Resolution, a copy of which is attached hereto as Exhibit B (the "Designation Resolution") designating an assessment area to be known as the "10th and Main Assessment Area" (the "Assessment Area") and (ii) an Assessment Ordinance for the Assessment Area (the "Assessment Ordinance"), a copy of which is attached hereto as Exhibit C, which, among other things, contemplates the reallocation and adjustment of the Assessments by the District among subdivided parcels within the Assessment Area.

5. The Owner and the District desire to include the Subject Property in the Assessment Area and to expedite such process by waiving certain statutory procedures as permitted by the Act for the purpose of accelerating the financing of the Improvements.

NOW, THEREFORE, in consideration of the premises stated herein, the inclusion of the Subject Property in the Assessment Area, the acquisition, construction and installation of the Improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

Section 1. Representations and Warranties of the Owner. The Owner hereby represents and warrants that:

(a) Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC, and Golden Heights, LLC are the sole owners of the Subject Property identified as such in Exhibit A attached hereto and Tooele 1000, LLC is the ground lessee and developer of the Subject Property;

(b) the Owner has taken all action necessary to execute and deliver this Agreement;

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate, or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) any existing constitution, law, or administrative rule or regulation, decree, order, or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement, or other instrument to which the Owner is a party or by which the Owner is or may be bound or to which any of the property or assets of the Owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable;

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner (i) seeking to restrain or enjoin the levy or collection of the Assessments, (ii) contesting or affecting the establishment or existence, of the Owner or any of its officers or employees, its assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Owner, including its power to develop the Subject Property, or (iii) wherein an unfavorable decision, ruling, or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement;

(e) the Owner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Owner has not indicated their consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee;

(f) the Owner is not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Owner is subject, or by which it or its properties are or may be bound, which would have a material adverse effect on the development of the Subject Property;

(g) the Owner is in compliance and will comply in all material respects with all provisions of applicable law relating to the development of the Subject Property, including applying for all necessary permits;

(h) the Owner hereby consents in all respects to the Improvements and assessment methodology as described in the Designation Resolution and Assessment Ordinance, including as provided in the Act;

(i) the assessment bonds, together with funds of the Owner, will be sufficient to complete the Improvements in order to achieve finished lots as contemplated in the Appraisal Report for the District, prepared by CBRE Valuation and Advisory Services, dated August 14, 2024;

(j) each entity comprising the Owner is an affiliate (within the meaning of the Assessment Ordinance) with respect to each other entity comprising the Owner; and

(k) the undersigned are authorized to execute and deliver this Agreement for and on behalf of the Owner.

Section 2. Acknowledgment by the Owner. The Owner on behalf of itself, and its successors in title and assigns, hereby acknowledges and certifies that:

(a) the undersigned, on behalf of the Owner, are duly qualified representatives of the Owner with the power and authority to execute this Agreement for and on behalf of the Owner and have heretofore consulted their own counsel prior to the execution and delivery of this Agreement;

(b) the Owner has received a copy of the Designation Resolution, the Assessment Ordinance and any other information necessary to execute this Agreement;

(c) the consents set forth in Section 3 herein will benefit the Owner by expediting the assessment process and providing for the financing of the Improvements by the issuance of assessment bonds;

(d) the Assessments constitute a legal, valid and binding lien on the Subject Property;

(e) the Assessment Ordinance and the rights of the District thereunder with respect to the enforcement of the lien of the Assessments and all other conditions therein;

(f) the Owner has provided the pertinent information supporting the estimated cost of the Improvements, the allocation of acreage for the Assessment Area, the property descriptions and tax parcel identifications of the Subject Property and the Assessment Area and the assessment list, each as included within or attached to the Assessment Ordinance, as applicable, and the District is relying on this Agreement in order to issue its assessment bonds related to the Improvements;

(g) the levy of the Assessments on the Subject Property will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Owner is a party or to which its property or assets are subject;

(h) the Owner further acknowledges and agrees that if for any reason the Assessments are insufficient to complete the Improvements, the property owners within the Assessment Area may 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;

(i) the District cannot guaranty or predict the interest rates of the assessment bonds related to the Assessment Area, which will have a direct impact on the amount of the Assessments;

(j) each parcel of property (including subdivided parcels, if applicable) within the Assessment Area shall initially have an Assessment by the Acreage Methodology, as defined and further described in the Assessment Ordinance;

(k) the amount of the Assessment on the Subject Property reflects an equitable portion of the benefit the Subject Property will receive from the Improvements, but nevertheless, the Owner hereby consents to such Assessment as provided in Section 11-42-409(5) of the Act; and

(l) the Owner has received consents to the Assessment and issuance of the assessment bonds described herein from all lienholders on the Subject Property whose consent is required.

Section 3. Consent by Owner. The Owner, on behalf of itself, and its successors in title and assigns, hereby consents to:

(a) the inclusion of the Subject Property in the Assessment Area and the designation of the Assessment Area for the purpose of financing the cost of the Improvements with assessments to be levied against properties within said Assessment Area, including the Subject Property, all as described in the Designation Resolution, the estimated costs of the Improvements, the method of assessment, and the Assessment Ordinance;

(b) the District financing the acquisition, construction and installation of the Improvements through the issuance of assessment bonds as provided in the Act;

(c) the allocation of Assessments as described in Exhibit A hereto and as further described in the Assessment Ordinance, including the acreage amounts;

(d) aggregation of all Assessments of all properties owned by the same owner (including an affiliate of such owner) as a single unified assessment against all properties owned by the same owner, as further described in the Assessment Ordinance;

(e) in accordance with Section 2(f) above, the Owner was responsible for providing the legal description and tax identification number of each parcel of property within the Assessment Area and in the event of a shortfall described in Section 11-42-206(3)(e) of the Act, the Owner consents and agrees (i) to be held liable for and (ii) to pay such shortfall on behalf of the District.

(f) all foreclosure remedies of the Subject Property in accordance with the Act and the Assessment Ordinance;

(g) not suing or enjoining the levy, collection, or enforcement of the Assessment levied pursuant to the Assessment Ordinance or in any manner attacking or

questioning the legality of said Assessment levied within the Assessment Area pursuant to the Assessment Ordinance;

(h) the District imposing assessments to be paid in installments over a period of not to exceed thirty (30) years from the effective date of the Assessment Ordinance; and

(i) the payment of Assessments which are not in substantially equal installments of principal or substantially equal amounts of principal and interest, and consents to the payment of Assessments in accordance with the debt service on the assessment bonds as shall be established in the indenture(s) relating to such bonds.

Section 4. Waiver. The Owner, on behalf of itself, and its successors in title and assigns, hereby waives:

(a) any and all notice and hearing requirements set forth in the Act;

(b) its rights for contesting, protesting, or challenging the legality or validity of the equitability or fairness of the Assessments, or the creation and establishing of the Assessment Area, the adopting of the Assessment Ordinance or the levy and collection of Assessments pursuant to the Assessment Ordinance, whether by notice to the District or by judicial proceedings, or by any other means;

(c) the right to have appointed by the District a board of equalization and review which would hear aggrieved property owners and recommend adjustments in assessments, if deemed appropriate, the right to a hearing before a board of equalization and review and the right to appeal from any determination of a board of equalization and review as provided in the Act;

(d) the right to pay cash for its assessment during a cash prepayment period which would otherwise extend for twenty-five (25) days after the adoption and publication of the Assessment Ordinance as provided in the Act;

(e) any right to contest its assessment, including but not limited to the 60-day contestability period provided in Section 11-42-106 of the Act;

(f) any right to contest that the Improvements qualify as a publicly owned infrastructure, system or other facility 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 the Owner further acknowledges that it has consulted with counsel regarding the same; and

(g) any other procedures that the District may be required to follow in order to designate an assessment area or to levy an assessment as described in the Designation Resolution and the Assessment Ordinance.

Section 5. Amendment. The Owner hereby acknowledges that bond counsel will rely on the representations, warranties, acknowledgments, consents, and agreements herein contained in issuing opinions relating to the levy of the assessments and the issuance of assessment bonds

and consequently agrees that this Agreement may not be amended, modified, or changed without the prior written consent of the District and such bond counsel.

Section 6. Severability. The invalidity or un-enforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

Section 7. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

Section 8. Successors and Assigns. This Agreement shall be binding upon the Owner and its successors and assigns.

Section 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

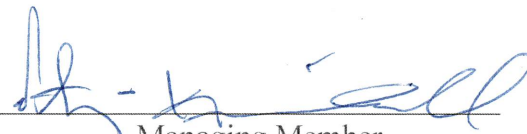
Section 10. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

Section 11. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Assessment Ordinance.

IN WITNESS WHEREOF, the undersigned, on behalf of the Owner, have hereunto executed this Agreement as of the date first hereinabove set forth.

OWNER:

TALLY THREE, LLC, a Utah limited liability company, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: 
Managing Member

MRI INVESTMENT LLC, a Utah limited liability company, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: 
Managing Member

1030 SALT LAKE CITY, LLC, a Utah limited liability company, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: 
Managing Member

GOLDEN HEIGHTS, LLC, a Utah limited liability company, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: 
Managing Member

TOOELE 1000, LLC, a Utah limited liability company

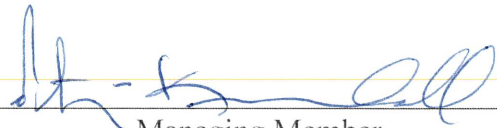
By: 
Managing Member

EXHIBIT A

LEGAL DESCRIPTION AND TAX ID NUMBERS OF
PROPERTIES TO BE ASSESSED

Assessment Method and Amount

Total Assessment	\$9,500,000
Assessment Methodology	Per Acre
Total Acres	32.74
Assessment Per Acre	\$290,164.94

Tax Parcel Number	Acres	Assessment Per Acre	Total Assessment
02-004-0-0062	2.00	\$290,164.94	\$580,329.88
02-004-0-0066	14.15	\$290,164.94	\$4,105,833.90
02-004-0-0070	1.81	\$290,164.94	\$525,198.54
02-004-0-0087	14.78	\$290,164.94	\$4,288,637.81

**Parcel
Identification
Number**

Owner Entity

02-004-0-0062	Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC and Golden Heights, LLC
02-004-0-0066	Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC and Golden Heights, LLC
02-004-0-0070	Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC and Golden Heights, LLC
02-004-0-0087	Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC and Golden Heights, LLC

Legal Description

The Assessment Area is more particularly described as follows:

Beginning at point on the southerly right of way line of 1000 North Street, which is 2492.42 feet S. $89^{\circ}43'42''$ W. along the Section line and 59.70 feet South from the Northeast Corner of said Section 21; thence along said southerly right-of-way line of 1000 North Street (State Road - 112) and westerly right-of-way line of Main Street (Highway 36) described in that Deed of Dedication recorded November 8, 2012 as Entry No. 376987 in the Office of said Recorder the following three (3) courses: 1) N. $89^{\circ}45'57''$ E. 1,081.85 feet to a point of non-tangency with a 39.00 - foot radius curve to the right, concave southwesterly (Radius point bears S. $20^{\circ}23'55''$ W.); 2) Southeasterly 25.84 feet along the arc of said curve and right-of-way, through a central angle of $37^{\circ}58'00''$ (Chord bears S. $50^{\circ}37'05''$ E. 25.37 feet); 3) S. $00^{\circ}35'45''$ W. 112.15 feet to the northerly boundary line of that parcel of land described in that Special Warranty Deed recorded November 1, 2012 as Entry No. 376675 in the Office of said Recorder; thence along said parcel the following seven (7) courses: 1) N. $89^{\circ}20'35''$ W. 308.79 feet; 2) S. $00^{\circ}35'41''$ W. 303.70 feet; 3) S. $89^{\circ}20'35''$ E. 68.04 feet; 4) S. $00^{\circ}39'25''$ W. 25.00 feet; 5) S. $89^{\circ}20'35''$ E. 180.00 feet; 6) N. $00^{\circ}39'25''$ E. 25.00 feet; 7) S. $89^{\circ}20'35''$ E. 60.68 feet to said westerly right-of-way line of Main Street (Highway 36); thence S. $01^{\circ}32'45''$ W. 712.55 feet along said westerly right-of-way line; thence N. $89^{\circ}14'13''$ W. 301.31 feet; thence S. $01^{\circ}43'17''$ W. 163.83 feet; thence S. $89^{\circ}45'22''$ W. 916.84 feet to the easterly line of Shetland Meadows No. 3 recorded December 5, 1997 as Entry No. 104101 in the Office of the Tooele County Recorder; thence N. $00^{\circ}14'12''$ W. 334.77 feet along said easterly line of Shetland Meadows No. 3 and Copper Canyon PUD Phase 2B recorded October 3, 2007 as Entry No. 294722 in the Office of said Recorder to the easterly right-of-way of 200 East Street and a point of non-tangency with a 230.00 - foot radius curve to the left, concave westerly (Radius point bears N. $55^{\circ}01'51''$ W.); thence along said right-of-way line the following two (2) courses: 1) Northerly 141.20 feet along the arc of said curve, through a central angle of $35^{\circ}10'32''$ (Chord bears N. $17^{\circ}22'54''$ E. 139.00 feet); 2) N. $00^{\circ}12'22''$ W. 832.92 feet to and along said Copper Canyon PUD Phase 2B and Copper Canyon PUD Phase 2A recorded September 13, 2007 as Entry No. 293388 in the Office of said Recorder; thence N. $89^{\circ}45'56''$ E. 108.06 feet; thence N. $00^{\circ}15'09''$ W. 2.66 feet to the Point of Beginning

EXHIBIT B

DESIGNATION RESOLUTION

EXHIBIT C
ASSESSMENT ORDINANCE

EXHIBIT B

LEGAL DESCRIPTION AND TAX ID NUMBERS OF
PROPERTIES TO BE ASSESSED

Parcel Identification Number	Owner Entity
02-004-0-0062	Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC and Golden Heights, LLC
02-004-0-0066	Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC and Golden Heights, LLC
02-004-0-0070	Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC and Golden Heights, LLC
02-004-0-0087	Tally Three, LLC, MRI Investment LLC, 1030 Salt Lake City, LLC and Golden Heights, LLC

Legal Description

The Assessment Area is more particularly described as follows:

Beginning at point on the southerly right of way line of 1000 North Street, which is 2492.42 feet S. 89°43'42" W. along the Section line and 59.70 feet South from the Northeast Corner of said Section 21; thence along said southerly right-of-way line of 1000 North Street (State Road - 112) and westerly right-of-way line of Main Street (Highway 36) described in that Deed of Dedication recorded November 8, 2012 as Entry No. 376987 in the Office of said Recorder the following three (3) courses: 1) N. 89°45'57" E. 1,081.85 feet to a point of non-tangency with a 39.00 - foot radius curve to the right, concave southwesterly (Radius point bears S. 20°23'55" W.); 2) Southeasterly 25.84 feet along the arc of said curve and right-of-way, through a central angle of 37°58'00" (Chord bears S. 50°37'05" E. 25.37 feet); 3) S. 00°35'45" W. 112.15 feet to the northerly boundary line of that parcel of land described in that Special Warranty Deed recorded November 1, 2012 as Entry No. 376675 in the Office of said Recorder; thence along said parcel the following seven (7) courses: 1) N. 89°20'35" W. 308.79 feet; 2) S. 00°35'41" W. 303.70 feet; 3) S. 89°20'35" E. 68.04 feet; 4) S. 00°39'25" W. 25.00 feet; 5) S. 89°20'35" E. 180.00 feet; 6) N. 00°39'25" E. 25.00 feet; 7) S. 89°20'35" E. 60.68 feet to said westerly right-of-way line of Main Street (Highway 36); thence S. 01°32'45" W. 712.55 feet along said westerly right-of-way line; thence N. 89°14'13" W. 301.31 feet; thence S. 01°43'17" W. 163.83 feet; thence S. 89°45'22" W. 916.84 feet to the easterly line of Shetland Meadows No. 3 recorded December 5, 1997 as Entry No. 104101 in the Office of the Tooele County Recorder; thence N. 00°14'12" W. 334.77 feet along said easterly line of Shetland Meadows No. 3 and Copper Canyon PUD Phase 2B recorded October 3, 2007 as Entry No. 294722 in the Office of said Recorder to the easterly right-of-way of 200 East Street and a point of non-tangency with a 230.00 - foot radius curve to the left, concave westerly (Radius point bears N. 55°01'51" W.); thence along said right-of-way line the following two (2) courses: 1) Northerly 141.20 feet along the arc of said curve, through a central angle of 35°10'32" (Chord bears N. 17°22'54" E. 139.00 feet); 2) N. 00°12'22" W. 832.92 feet to and along said Copper Canyon PUD Phase 2B and Copper Canyon PUD Phase 2A recorded September 13, 2007 as Entry No. 293388 in the Office of said Recorder; thence N. 89°45'56" E. 108.06 feet; thence N. 00°15'09" W. 2.66 feet to the Point of Beginning

EXHIBIT C

MAP AND DEPICTION OF BOUNDARY OF THE ASSESSMENT AREA AND LOCATION
OF IMPROVEMENTS

FINAL LOCAL ENTITY PLAT
10TH AND MAIN PUBLIC INFRASTRUCTURE DISTRICT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH
MARCH 2024



Beginning at point on the southern right of way line of 1000 North Street, which is 2492.42' along S. 89°43'42" W. along the Section line and 59.70 feet South from the Northeast Corner of said Section 21; thence along said southerly right-of-way line of 1000 North Street (State Road - 112) and westerly right-of-way line of Main Street (Highway 36) described in that Deed of Dedication recorded November 8, 2012, as Entry No. 376987 in the Office of said Recorder the following three (3) courses: 1) N. 89°45'57" E. 1,081.68 feet to a point of non-tangency with a 39.00 - foot radius curve to the right, concave southwesterly (Radius point bears S. 20°23'55" W.); 2) Southeastly 25.84 feet along the arc of said curve and right-of-way, through a central angle of 37°58'00" (Chord bears S. 50°37'05" E. 25.37 feet); 3) S. 00°35'45" W. 112.15 feet to the northerly boundary line of that parcel of land described in that Special Warranty Deed recorded November 1, 2012, as Entry No. 376675 in the Office of said Recorder; thence along said parcel the following seven (7) courses:

1) N. 89°20'35" E. 308.79 feet; 2) S. 00°35'41" W. 30.70 feet; 3) S. 89°20'35" E. 68.04 feet; 4) S. 00°39'25" W. 25.00 feet; 5) S. 89°20'35" E. 180.00 feet; 6) N. 00°39'25" E. 25.00 feet; 7) S. 89°20'35" E. 60.68 feet to said westerly right-of-way line of Main Street (Highway 36); thence S. 01°32'45" W. 712.55 feet along said westerly right-of-way line, thence N. 89°14'13" W. 301.31 feet; thence S. 01°43'17" W. 163.63 feet; thence S. 89°45'22" W. 916.84 feet to the easterly line of Shetland Meadows No. 3 recorded December 5, 1997 as Entry No. 104101 in the Office of the Tootle County Recorder; thence N. 00°14'12" W. 334.77 feet along said easterly line of Shetland Meadows No. 3 and Copper Canyon PUD Phase 2B recorded October 3, 2007 as Entry No. 294722 in the Office of said Recorder to the easterly right-of-way of 200 East Street and a point of non-tangency with a 230.0 - foot radius curve to the left, concave westerly (Radius point bears N. 55°01'51" W.); thence along said right-of-way line the following two (2) courses: 1) N. 00°12'21" W. 44.20 feet along the arc of said curve, through a central angle of 35°10'32" (Chord bears N. 17°22'54" E. 139.00 feet); 2) N. 00°12'21" W. 832.92 feet to and along said Copper Canyon PUD Phase 2B and Copper Canyon PUD Phase 2A recorded September 13, 2007 as Entry No. 293388 in the Office of said Recorder; thence N. 89°45'56" E. 108.06 feet; thence N. 00°15'09" W. 2.66 feet to the **Point of Beginning**.

The above-described parcel of land contains 32.74 acres, more or less.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	25.84	39.00	37°58'00"	S50° 37' 05"E	25.37
C2	141.20	230.00	35°10'32"	N17° 22' 54"E	139.00

TALLY THREE LLC
MRI INVESTMENT LLC
1030 SALT LAKE CITY LLC
GOLDEN HEIGHTS LLC
14.78 Ac. +/-
02-004-0-0087

NARRATIVE

This plat and the description hereon have been prepared for the purpose of annexing Parcels No. 02-004-0-0070, 02-004-0-0066, 02-004-0-0062, and 02-004-0-0063 into a local jurisdiction entity boundary as depicted hereon. The information shown hereon was compiled from documents of record found in the Office of the Tooele County Recorder and does not purport to be based upon an actual survey of the area to be annexed.

FINAL LOCAL ENTITY PLAT
10TH AND MAIN PUBLIC INFRASTRUCTURE DISTRICT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN
TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

Recorded # _____
State of Utah, County of Tooele, Recorded and filed at the request of _____

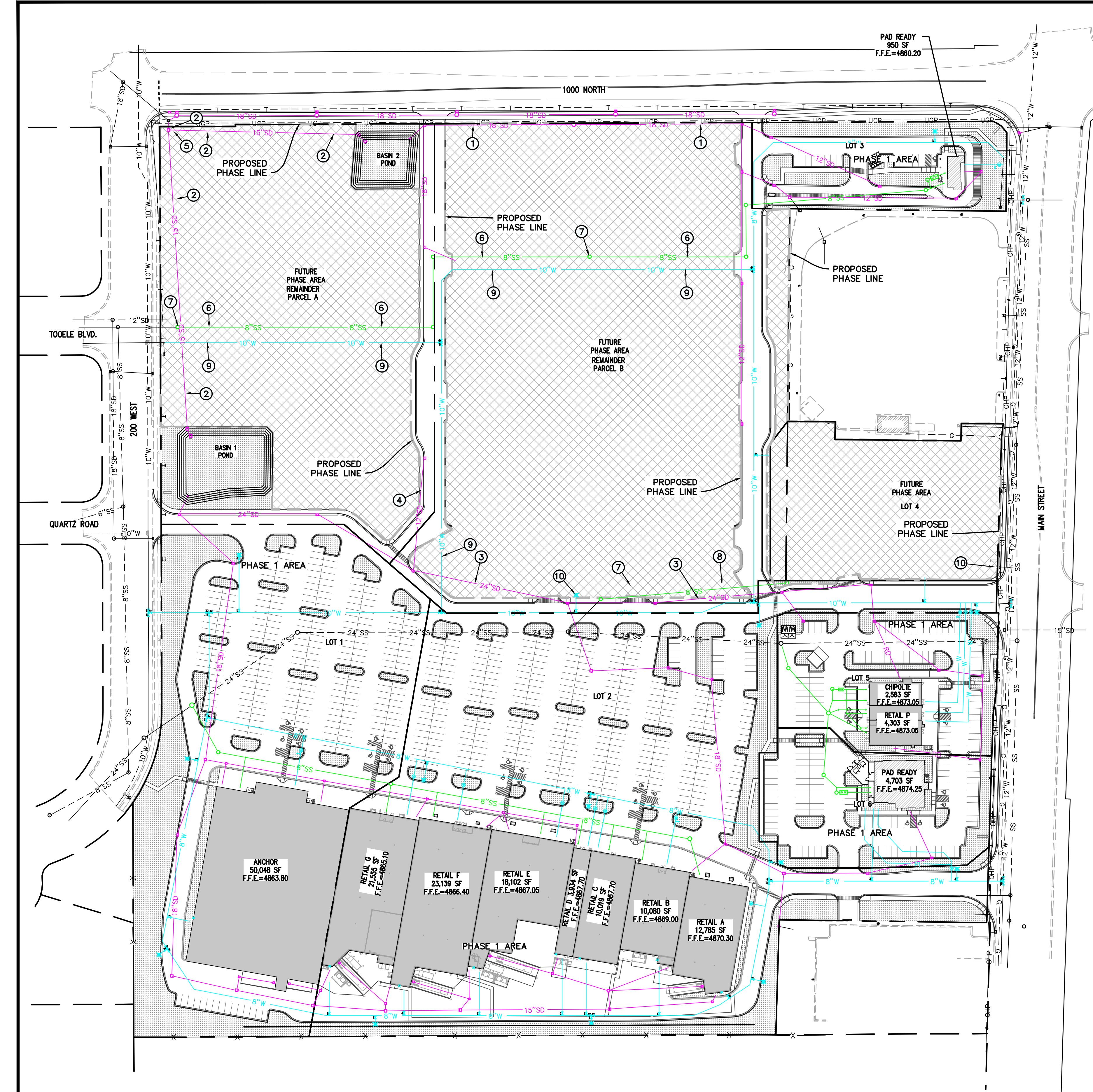
Date: _____ Time: _____ Book: _____ Page: _____

Fee \$ _____ Tooele County Recorder

PREPARED BY:

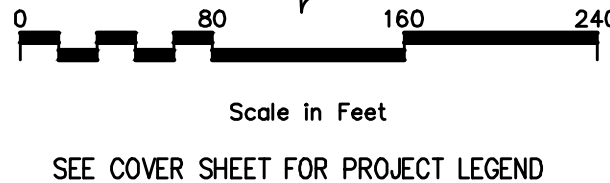

**CIVIL ENGINEERING
+ SURVEYING**

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
435-503-7641



MAIN STREET SPEED LIMIT:
35 MPH
1000 NORTH SPEED LIMIT:
40 MPH

ROW IMPROVEMENT NOTE:
ALL WORK WITHIN THE UDOT
RIGHT OF WAY IS TO BE
PER UDOT STANDARDS AND
SPECIFICATIONS.



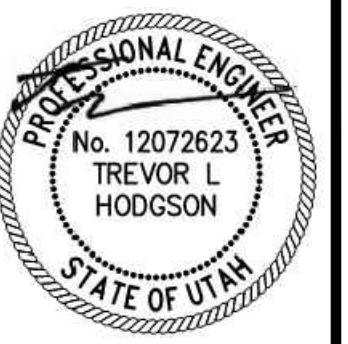
- SHEET NOTES:**
- ① PROPOSED 18" STORM DRAIN PIPE TO BE INSTALLED AS PART OF PHASE 1.
 - ② PROPOSED 15" STORM DRAIN PIPE TO BE INSTALLED AS PART OF PHASE 1.
 - ③ PROPOSED 24" STORM DRAIN PIPE TO BE INSTALLED AS PART OF PHASE 1.
 - ④ PROPOSED 12" STORM DRAIN PIPE TO BE INSTALLED AS PART OF PHASE 1.
 - ⑤ PROPOSED STORM DRAIN BOX TO BE INSTALLED AS PART OF PHASE 1.
 - ⑥ PROPOSED 8" SEWER PIPE TO BE INSTALLED AS PART OF PHASE 1.
 - ⑦ PROPOSED SEWER MANHOLE TO BE INSTALLED AS PART OF PHASE 1.
 - ⑧ PROPOSED 8" SEWER PIPE TO BE INSTALLED AS PART OF PHASE 1.
 - ⑨ PROPOSED 10" WATER PIPE TO BE INSTALLED AS PART OF PHASE 1.
 - ⑩ PROPOSED FIRE HYDRANT TO BE INSTALLED AS PART OF PHASE 1.
 - ⑪ PROPOSED 18" TO BE INSTALLED 5' PAST PHASE LINE, I.E.=4840.47. CAP AND MARK FOR FUTURE PHASE
 - ⑫ PROPOSED WATER METER TO BE INSTALLED AS PART OF PHASE 1.

12	CHIPOTE UPDATES	TLH	11/28/23
13	CHIPOTE'S UPDATES	TLH	05/02/24
14	1000 N & MAIN ST. CHANGES	TLH	06/18/24
15	UTILITY UPDATES	TLH	06/24/24
16	CHIPOTE'S UPDATES	TLH	07/15/24
17	UDOT COMMENTS	TLH	07/19/24
NO	REVISIONS	BY	DATE
DESIGNER: TLH PROJECT ENGINEER: TLH			

CIVIL ENGINEERING
+ SURVEYING

10718 S BECKSTEAD LANE, SUITE 102
South Jordan, Utah - 801-949-6296

TOOELE 10TH & MAIN
1000TH NORTH MAIN ST. TOOELE, UTAH 84074
PHASING PLAN



SHEET NO.	C0.2
PROJECT ID	K1013-01
DATE	05/25/22
FILE NAME	PRJ-KTT
SCALE	1"=80'



EXHIBIT D

CERTIFICATE OF PROJECT ENGINEER

Engineer's Cost Certificate

The undersigned project engineer for the Tooele 10th and Main Project (the "Assessment Area") hereby certifies as follows:

1. I am a professional engineer engaged by 10th and Main Public Infrastructure District to perform the necessary engineering services to determine the costs of the proposed infrastructure improvements within the Assessment Area.
2. The estimated costs of the improvements to be acquired, constructed and/or installed within the Assessment Area are set forth in the attachment hereto. 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. The proposed utility improvements have a weighted average useful life of not less than 50 years.

By: 
Company: CIR Engineering
Date: September 9, 2024



Payment details:

A	B	C	D	E	F	G	H	I		J	K
ITEM NO.	NAME	SCHEDULED VALUE	CHANGE ORDERS	REVISED VALUE	COMPLETED		MATERIALS ON SITE (Not in F or G)	TOTAL COMPLETED	%	REMAINING	RETENTION
					PREVIOUS	CURRENT PERIOD		(F+G+H)	(I ÷ E)	(E - I)	
01.100	General Conditions	463644.64	0	463644.64	369423.78	0	0	369423.78	79.67	94220.86	18471.18
02.100	Earthwork	4556360.5	1396350	5952710.5	5688965.93	17235	0	5706200.93	95.85	246509.56	285310.04
02.110	SWPPP & Erosion Control	36421.3	0	36421.3	36421.29	0	0	36421.29	100	0	1821.06
02.130	Surveying & Field Engineering	44048.3	0	44048.3	15400	0	0	15400	34.96	28648.3	770
02.150	Asphalt - Base & Paving	1165517.2	67133.71	1232650.91	0	0	0	0	0	1232650.91	0
02.180	Landscaping	0	672250	672250	50230	73472.5	0	123702.5	18.4	548547.5	6185.12
02.300	Dust Protection & Street Sweeping	34846	0	34846	30878.44	0	0	30878.44	88.61	3967.56	1543.92
02.400	Temp Power	17400	0	17400	16809.7	0	0	16809.7	96.6	590.3	840.48
02.410	Temp Power Hookup	1500	0	1500	1500	0	0	1500	100	0	75
03.100	Site Concrete	769525.1	190398.2	959923.3	340828.35	81339.85	0	422168.2	43.97	537755.1	21108.41
03.200	Concrete Washout	10260	0	10260	5000	0	0	5000	48.73	5260	250
03.210	Holisting & Material Handling	8400	0	8400	4000	0	0	4000	47.61	4400	200
05.150	Joist & Deck	3059798.37	-3059798.37	0	0	0	0	0		0	0
10.180	Bike Racks	9280	0	9280	0	0	0	0	0	9280	0
16.100	Electrical	0	143058	143058	0	0	0	0	0	143058	0
16.300	Site Electrical	0	94318.8	94318.8	94318.8	0	0	94318.8	100	0	4715.94
19.120	Contractors Fee	356195.05	53516.68	409711.73	280038.91	6617	0	286655.91	69.96	123055.81	14332.79
	GRAND TOTAL	10533196.46	-442772.97	10090423.48	6933815.21	178664.35	0	7112479.56	70.48	2977943.91	355623.97