WPR ROAD AND FIRE DISTRICT

36 S. State Street
Suite 500
Salt Lake City, UT 84111

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, May 27, 2025

TIME: 5:15 p.m.

LOCATION: 36 S. State St., Suite 500
Salt Lake City, UT 84111
And Via Microsoft Teams

ACCESS: To attend via Microsoft Teams Videoconference, use the below link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2QzNTU3MTUtMmEwMS00NGRkLWEyZTQtMDk0ZjBiNjYyYWM3%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%225b9f6fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d

To attend via telephone, dial 720-547-5281 and enter Conference ID: 181 544 275#

PUBLIC NOTICE is hereby given that the Board of Trustees (the "Board"), of the WPR Road and Fire District (the "District"), will hold a meeting of the Board on Tuesday, May 27, 2025, commencing at 5:15 p.m., at 36 S. State St., Ste. 500, Salt Lake City, Utah, 84111 and via Microsoft Teams, at which time the Board shall proceed according to the following agenda:

[FOR REFERENCE] "As the Chair of the Board of Trustees of the WPR Road and Fire District, I hereby call this regular meeting of the Board to order at 5:-- P.M. on Tuesday, May 27, 2025, at 36 S State Street, Suite 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah's Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept."

I. ADMINISTRATIVE MATTERS

A. Call to order.

B. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

C. Review and consider approval of minutes from April 22, 2025, regular meeting (enclosure).

II. FINANCIAL MATTERS

A. Approve and/or ratify approval of payment of claims (enclosure).

B. Progress update on Hinton Burdick Audit.

C. Considerapprovalofproposedamendmenttothe General Fundofthebudgetforfiscal year 2025 and set a public hearing to take public comment of the same (enclosure).

D. Consider approval of tentative operating and capital budget for fiscal year 2026 and set a public hearing to take public comment on the same. (enclosure)

E. Schedule Truth in Taxation meeting.

III. MANAGER MATTERS

IV. OPERATIONAL MATTERS

V. LEGAL MATTERS

A. Ratify approval of Phase 3C Improvement Completion Agreement. (enclosure)

B. Review and approval of Updated District Procurement Policy. (enclosure)

C. Review and approval of Services Agreement with Wasatch Peaks Ranch Club. (enclosure)

D. Review and approval of Services Agreement with WPR Development Company. (enclosure)

E. Review and approval of Service Provider Rates. (enclosure)

F. Review and approval of Interlocal Equipment Use Agreement with WPR Utility District. (enclosure)

G. Review and approval of MCFD Fire Station Facilities and Services Agreement and Sublease. (enclosure)

VI. BOARD MEMBER MATTERS

VII. OTHER BUSINESS

VIII. ADJOURNMENT

[This notice to be posted at the District office, published on the Utah Public Notice Website, at least 24 hours prior to the meeting.]

April 2025 Draft Meeting Minutes

MINUTES OF REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
WPR ROAD AND FIRE DISTRICT (THE "DISTRICT")
HELD
APRIL 22, 2025

A regular meeting of the Board of Directors of the WPR Road and Fire District (referred to hereafter as the "Board") was convened on Tuesday, April 22, 2025, at 5:15 p.m., at 36 S. State St., Ste. 500, Salt Lake City, UT 84111 and via Microsoft Teams. The meeting was open to the public.

<u>ATTENDANCE</u>

Trustees in attendance were:
Gary Derck
Jenny Robinson

Also, In Attendance Were:
Nic Carlson, CliftonLarsonAllen LLP ("CLA")
Carley Herrick, Evan Tufts, Suzanne Bennett, Matt Musil and Kelli Reid; Wasatch Peaks Ranch
Nate Broadhurst; Clyde Snow & Sessions, P.C.

<u>ADMINISTRATIVE MATTERS</u>

<u>Call to Order:</u>

The meeting was called to order at 5:15 p.m. by Trustee Derck, who recited the following:

"As Chair of the Board of Trustees of the WPR Road and Fire District, I hereby call this special meeting of the Board to order at 5:15 P.M. on April 22, 2025, at 36 S. State St., Ste. 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah's Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.

<u>Public Comment:</u>

None.

<u>Minutes from March 25, 2025 Regular Meeting:</u>

Following discussion, Trustee Robinson made a motion to approve the minutes from the March 25, 2025 regular meeting. Trustee Derck seconded the motion. The motion passed unanimously.

FINANCIAL MATTERS

Payment of Claims:

Trustee Derck reviewed the claims with the Board. Following discussion, Trustee Robinson made a motion to approve the claims in the amount of $160,267.34, as amended to remove the claim for a truck in the amount of $11,844.00. Trustee Derck seconded the motion. The motion passed unanimously.

MANAGER'S MATTERS

2025 T&M Rates:

Trustee Derck reviewed the 2025 T&M rates with the Board. Following discussion, Trustee Robinson made a motion to approve the 2025 T&M Rates. Trustee Derck seconded the motion. The motion passed unanimously.

OPERATIONAL MATTERS

Pano AI Agreement:

Ms. Herrick reviewed the agreement with the Board, noting that it is a flat fee of $100,000 for three years of wildfire detection. Trustee Robinson made a motion to approve the Pano AI Agreement. Trustee Derck seconded the motion. The motion passed unanimously.

LEGAL MATTERS

Procurement Policy:

The Board tabled this matter. No action was taken.

Morgan County Fire Department ("MCFD") WPR Fire Station Agreement:

Trustee Derck reviewed the agreement with the Board, noting that no update has been received from the MCFD. Trustee Derck does expect changes and will bring it back for the Board's review when the changes have been received.

TRUSTEES' MATTERS

Trustee Derck noted it is time to prepare the budget for presentation at the June meeting.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, Trustee Robinson motioned to adjourn the meeting at 5:27 p.m. Trustee Derck seconded the motion. The motion passed unanimously.

Respectfully submitted,

By ________________________________

District Chair

Attest:

By ________________________________

District Clerk

4/7/25 - 5/14/25 Payment of Claims

WPR R&F District

For the period 4/7/25 - 5/14/25

Paid Claims

Date	Person/Description	Reference	Amount	Remarks
4/4/2025	BLUE LINE TECHNOLOGIES INC (v0000039)	9999040425	(70.20)	
4/10/2025	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999041025	(17,394.66)	Snow Removal Services 2/1-2/28
4/17/2025	ULINE, INC. (v0000240)	2019	(1,013.48)	
4/17/2025	WHITE CAP LP (v0000722)	2020	(59.37)	Extinguisher Brackets
4/17/2025	WHITE CAP LP (v0000722)	2020	(725.19)	Rotary Hammer
4/17/2025	WHITE CAP LP (v0000722)	2020	(299.95)	Shovel
4/17/2025	WHITE CAP LP (v0000722)	2020	(295.64)	Rake
4/17/2025	WHITE CAP LP (v0000722)	2020	(250.70)	Fiberglass Handle Shovel
4/17/2025	WHITE CAP LP (v0000722)	2020	(747.61)	Impact Wrench, Bit Set
4/17/2025	WHITE CAP LP (v0000722)	2020	(3,235.19)	Rammer
4/17/2025	WHITE CAP LP (v0000722)	2020	(838.86)	Binder Chain Assembly, Ratchet Binder Import
4/17/2025	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999041725	(5,971.34)	Snow Removal Services 3/1-3/31
4/21/2025	April 2025 Bank Fees		(10.60)	April 2025 Bank Fees
4/24/2025	CLYDE SNOW & SESSIONS P.C. (v0000027)	2021	(183.00)	
4/24/2025	CLYDE SNOW & SESSIONS P.C. (v0000027)	2021	(302.00)	
4/24/2025	WHITE CAP LP (v0000722)	2022	(6,105.09)	
4/25/2025	SEAWESTERN INC (v0000725)	9999042525	(97.17)	Ordered by WILL G- Fire District
5/1/2025	WHITE CAP LP (v0000722)	2023	(301.82)	
5/2/2025	BLUE LINE TECHNOLOGIES INC (v0000039)	9999050225	(72.96)	
5/2/2025	PETERSON PIPELINE ASSOCIATION (v0000629)	9999050225	(53.00)	Water Read Date 4.8.25
5/8/2025	CLIFTONLARSONALLEN LLP (v0000514)	2024	(3,316.95)	District Management Services through 3/31
5/8/2025	ENBRIDGE GAS (v0000695)	2025	(176.30)	2/21-3/20 Interim Fire Station
5/8/2025	ENBRIDGE GAS (v0000695)	2025	(533.41)	1/23 - 2/20 Interim Fire Station
			(42,054.49)	

Unpaid Claims

	Vendor		Amount	
5/2/2025	UTAH LOCAL GOVERNMENT TRUST	1619238	798.28	Addition of 2 trucks to Automobile Liability/Damage Endorsemen
5/2/2025	UTAH LOCAL GOVERNMENT TRUST	1619239	8.10	Loader Trailer add to policy
			806.38	

2025 Fiscal Year Amended Budget

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Wasatch Peaks Ranch Road & Fire District
General Fund
Fiscal Year 2025 Amended Budget

	BUDGET FY2025	AMENDED FY2025
Beginning Fund Balance	**70,478**	**70,478**
Revenues and other sources		
Property taxes	191,458	202,558
Asset contribution	0	7,247,131
Fire usage	128,000	0
Road usage	128,000	0
Storm usage	64,000	0
Developer advance	1,579,311	977,703
Other income	0	72,612
Total revenues and other sources	2,090,769	8,500,005
Total Funds Available	2,161,247	8,570,482
Expenses and other uses		
Fixed Assets - Infrastructure	0	7,247,131
Fixed Assets - Vehicles	0	318,497
Fixed Assets - Equipment	382,327	6,623
Fixed Assets - PP&E	0	7,074
Equipmental Rental	0	64,500
Management Fee	613,372	175,334
Education and training	69,780	87
Uniforms	0	2,271
Personal protective equipment	92,280	0
Utilities	7,200	1,313
Repairs and maintenance	311,000	171,358
Publications and notices	0	2,683
Other operating supplies	0	3,011
Snow removal	370,000	79,858
Small tools	38,490	38,490
Fuel and lubricants	6,000	9,327
Safety and traffic signage	15,000	15,000
Bank fees	300	257
Software and subscriptions	1,200	101,872
Cell and landline communications	504	0
Radio communications	6,000	6,938
Miscellaneous expense	4,000	0
Insurance	30,000	10,858
Professional Fees - accounting	18,000	12,553
Professional Fees - other	5,000	0
Professional Fees - assurance	5,000	12,000
Professional Fees - legal	30,000	9,082
District management	12,000	23,526
Digital Management Systems software	15,000	0
Consulting fees	44,000	840
Expenditures - budget contingency	84,794	0
Contribution to fund balance	0	250,000
Total expenses and other uses	2,161,247	8,570,482
Total Expenditures and transfers out requiring appropriation	2,161,247	8,570,482
Ending Fund Balance	0	0

2026 Fiscal Year Tentative Budget

WPR Road & Fire District
General Fund
Fiscal Year 2026 Tentative Budget
5/20/2025

	TENTATIVE BUDGET FY2026	Notes (FY2026 Tentative Budget)	AMENDED FY2025
Beginning Fund Balance	**0**		**70,478**
Revenues and other sources			
Property taxes	640,000	.8mils on $800M valuation	202,558
Asset contribution	83,196,284		7,247,131
Phase 2A (Roads)	*59,531,724*	*per budget (Yardi) + $4M added geo mitigation costs + 20% for soft cost*	
Phase 3A (Roads)	*11,305,440*	*per budget (Yardi) + 20% for soft cost*	
Phase 5 (Roads)	*10,367,775*	*per budget (Yardi) + 20% for soft cost*	
Phase 6A.1 (Roads)	*1,991,345*	*Per BHI bid + 20% soft cost*	
Fire usage	0	Assume no usage fees are billed/collected FY26	0
Road usage	0	Assume no usage fees are billed/collected FY26	0
Storm usage	0	Assume no usage fees are billed/collected FY26	0
Developer advance	1,530,880		877,976
Contribution from Fund Balance	250,000	FYE25 cash balance (6/30/25)	
Other income	400,000	Per NB - Developer Projects ($360K) & Developer snow removal ($40K)	72,612
Total revenues and other sources	86,017,164		8,400,277
Total Funds Available	86,017,164		8,470,755
Expenses and other uses			
Fixed Assets - Infrastructure	83,196,284		7,247,131
Phase 2A (Roads)	*59,531,724*	*per budget (Yardi) + $4M added geo mitigation costs + 20% for soft cost*	
Phase 3A (Roads)	*11,305,440*	*per budget (Yardi) + 20% for soft cost*	
Phase 5 (Roads)	*10,367,775*	*per budget (Yardi) + 20% for soft cost*	
Phase 6A.1 (Roads)	*1,991,345*	*Per BHI bid + 20% soft cost*	
Fixed Assets - Vehicles	452,422	70% payment for 2 med duty plow trucks	318,497
Medium duty plow trucks	*436,525*	*70% payment for 2 med duty plow trucks*	
3/4 Ton Truck	*15,897*		
Fixed Assets - Equipment	181,800		6,623
Light duty plow (2)	*19,000*	*NB Roads Budget*	
Light Duty Truck Spreader	*19,400*	*NB Roads Budget*	
Loader box blade	*11,500*	*NB Roads Budget*	
V-Bucket	*10,900*	*Q3 2025; do not have price/quote yet*	
Grader Wing & front push blade	*40,000*	*NB Roads Budget*	
Skid Steer Snowblower & Forks	*11,000*	*NB Roads Budget*	
Brine Maker	*50,000*	*NB Roads Budget*	
Brine Sprayer	*20,000*	*NB Roads Budget*	
Fixed Assets - PP&E	8,750	Shop Tools/OS&E UD SPLIT	7,074
Equipmental Rental	102,500		64,500
Backhoe	*7,500*	*50/50 UD split (renewal 05/2026)*	
Excavator	*14,000*	*50/50 UD split (renewal 05/2026)*	
Skid Steer	*18,000*	*100% RFD (renewal 05/2026)*	
Front end loader	*25,000*	*100% RFD (renewal 06/2026)*	
Grader	*38,000*	*100% RFD (start 10/1/25) - 1 yr payment upfront*	
Loader snowblower rental	*37,200*	*rental cost can be put toward blower purchase*	
Misc Rental	*30,000*		
Management Fee	357,600	25% Nate, 75% Roads Super, 50% crew/labor	175,334
Utilities	6,000	Interim facilities costs split 50/50 (Enbridge gas, electricity, water)	1,585
R&M - Roads	220,000	NB Roads Budget	171,358
R&M - Guardrails	6,000	NB Roads Budget	
R&M - Stormways	53,000	NB Roads Budget	
R&M - Bridges/Walls	47,000	NB Roads Budget	
R&M - Vehicles	67,000	NB Roads Budget	
Other operating supplies	51,000	Consumables (tire chains, cutting edges, fluids, ect)	3,011
Snow removal	98,000	NB Roads Budget	79,858
Small Equipment	12,000	NB Roads Budget	0
Small tools	23,000	NB Roads Budget	38,490
Fuel and lubricants	54,900	NB Roads Budget	9,327
Safety and traffic signage	2,400	NB Roads Budget	15,000
Publications and notices	1,500	TNT ads (UD/RFD split)	2,683
Bank fees	300		257
Software and subscriptions	103,000	Blueline, clockify + $100K Pano AI	1,872
Insurance	20,000		10,858
Professional Fees - accounting	24,000	Per Draft Svcs Agreement (Club/District)	12,553
Professional Fees - assurance	12,000	same as last year	12,000
Professional Fees - legal	9,000	conservatively assume the same as FY25 amendment but should be less with Carley	9,082
District management	36,000	Per Draft Svcs Agreement (WPR Dev Co/District)	23,526
Education and training	18,000	CDL training	87
Uniforms	2,000	Snow removal/winter	2,271
Radio communications	0		6,938
Consulting fees	1,500	Aqua Engineering (infrastructure acquisition inspection)	840
Expenditures - budget contingency	50,947	2.5% of all expenses excluding the infrastructure acquisition & MCFD agreement	0
Contribution to fund balance	0		250,000
Fire Station Services Agreement - One time	325,500	Assume agreement is executed by July	0
Fire Station Services Agreement - Monthly	406,562	Assume agreement is executed by July	0
Total expenses and other uses	86,017,164		8,470,755
Total Expenditures and transfers out requiring appropriation	86,017,164		8,470,755
Ending Fund Balance	0		0

Wasatch Peaks Ranch
Roads Budget - District Manager
5/16/2025

	Total	Notes
Revenue Sources		
Tax Revenue	320,000	50% RFD property tax
Developer Misc Projects	360,000	
Developer Snow Removal	40,000	
Total Net Revenue	**720,000**	
District Operating Costs		
Roads		
Surface repairs and treatement	220,000	
Lights and signage	2,400	
Gaurdrail repair	6,000	
Diesel (2.85 per gallon)	34,200	
Gasoline (2.85 per gallon)	17,100	%15 to UD
DEF	3,600	
Hand Tools	23,000	
Small Equipment	12,000	
Vehicle Maintenace	67,000	
Consumables (tire chains, cutting edges, fluids, ect)	51,000	
Snow Removal - Operating Supplies (salt, delineators, ect	98,000	
Subtotal - Roads	**534,300**	
Storm		
Storm box r&m	25,000	
Rip rap swale r&m	18,000	
Concrete swale r&m	5,000	
Detention basin r&m	5,000	
Subtotal - Storm	**53,000**	
Walls and Bridges		
Inspection costs	35,000	Place holder
Repair and Maintenance	12,000	
Subtotal - Walls and Bridges	**47,000**	
Other		
Software and Subscriptions	3,000	
Road Training/Safety	18,000	
Subtotal - Other	**21,000**	
Subtotal - District Operating Costs	**655,300**	
Capital Costs & Equipment Rental/Lease		
Purchase		
Light duty plow (2)	19,000	
3/4 Ton Truck (SPLIT UD)	31,794	Split UD
Light Duty Truck Spreader	19,400	
Medium-Duty Plow Truck (sander/truck/plow)	436,525	add 5k shipping cost
Loader box blade 14'	11,500	
Grader wing & front push blade	40,000	
Skid Steer Snowblower	11,000	
V- Bucket 315	10,900	
Brine Maker	50,000	
Brine Sprayer	20,000	
Lease		
CAT 315 Excavator	14,000	Split UD
CAT 420 Backhoe	7,500	Split UD
CAT 265 Skid Steer	18,000	
CAT 938 Loader	25,000	
CAT 150 Grader	38,000	
Rental		
Loader snowblower rental	37,200	Rental cost can be put toward blower purchase
Misc Rental	30,000	
(Facilities)		
Salt storage shed (Developer cost - $42K)	0	Developer expense
Shop Tools/OS&E UD SPLIT	17,500	
Total Capital Costs	837,318	

Phase 3C Improvement Completion Agreement

MORGAN COUNTY
CASH ESCROW OR LETTER OF CREDIT GUARANTEE AGREEMENT

THIS AGREEMENT, (herein Agreement), is entered into this 26 day of March , 2025, between

*******PARTIES*******

APPLICANT: Wasatch Peaks Ranch, LLC a Delaware limited liability company

Address: 36 South State Street, Suite 500, Salt Lake City, Utah 84111

Email: gderck@wprdevco.com

AND

COUNTY: Morgan County

Address: PO Box 886 Morgan, UT 84050

Telephone: (801) 845-4015, facsimile: (801) 845-6087

DEPOSITORY: ZIONS First National Bank
Address: One South Main Street, Suite 400, Salt Lake City, Utah 84133
Telephone: (801) 844-8113, Email: greg.ripplinger@zionsbank.com

AND

DISTRICTS (collectively): WPR Utility District, a special district formed under Utah Code Ann. §§17B-1-101 (Utility District)

Address: 36 South State Street, Suite 500, Salt Lake City, Utah 84111

Email: gderck@wprdevco.com

and

WPR Road & Fire District, a special district formed under Utah Code Ann. §§17B-1-101 (Road District) Address: 136 E South Temple Suite 1650, Salt Lake City, Utah 84111

Email: gderck@wprdevco.com

*******RECITALS*******

WHEREAS, APPLICANT desires to post the following improvement guarantee(s) (check one):

X Off-site improvement guarantee

____ On-site improvement guarantee

with the COUNTY for Wasatch Peaks Ranch Phase 3C (the "Project"), as described in the Subdivision Plat (defined below).

WHEREAS, Morgan County ordinances require APPLICANT to guarantee the construction of certain improvements prior to the actual issuance of any permit(s)/approval(s) related to the above-described Project; and

WHEREAS, the terms of the issuance of said permit(s)/approval require APPLICANT to record the subdivision plat specified in Exhibit A, attached hereto and incorporated herein by this reference (the "Subdivision Plat"); and complete the facilities ("Improvements") within DISTRICTS' boundaries for the Project, specified in Exhibit B, attached hereto and incorporated herein by this reference, which Exhibit B lists the anticipated cost of the Improvements and describes Improvements related to each DISTRICT; and

WHEREAS, COUNTY will not grant said permit(s)/approval(s) until adequate provision has been made to guarantee completion of the Improvements, which are estimated by the County Engineer to cost $ $1,850,413 for Roads & Storm Drain and $1,852,967 for Sewer & Water) and which improvements shall be installed under the direction and supervision of and in accordance with the specifications of COUNTY; and

WHEREAS, in accordance with Utah Code Ann. § 17-27a-604.5 (2021), APPLICANT has requested that COUNTY record the Subdivision Plat for the Project before completion of the Improvements; and

WHEREAS, DISTRICTS and COUNTY, in the best interest of the public, desire to assure timely and full completion and payment of the Improvements, guarantee payment of engineering, administrative, legal, and other fees attendant and related to completion of the Improvements, and provide collateral for the warranty of the Improvements; and

WHEREAS, APPLICANT will deliver to the Depository, who has been approved by the COUNTY and DISTRICTS in compliance with Morgan County Code 8-12-37, collateral of the type noted herein in compliance with the terms of this Agreement; and

WHEREAS, provision has been made by law whereby APPLICANT may file a guarantee acceptable to COUNTY and DISTRICTS to secure the actual construction of the Improvements in a manner satisfactory to COUNTY and DISTRICTS prior to the issuance of said permit(s)/approval(s).

NOW THEREFORE, in consideration of the premises and other valuable consideration, the parties agree as follows:

* * * * * TERMS AND CONDITIONS * * * * *

1. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property and/or improvements improperly completed, undeveloped and/or unproductive.

2. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection provided by this Agreement shall inure solely to COUNTY and the DISTRICTS and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY and DISTRICTS shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY and DISTRICTS shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement and shall have under this Agreement no obligation to make payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

3. **AGREEMENT DOCUMENTS.** All data which is used by COUNTY and DISTRICTS to compute the cost of, or otherwise govern the design and installation of the improvements is hereby made a part of this Agreement and is incorporated herein by this reference. If this Agreement covers improvements, and/or fees required in a subdivision, this Agreement then incorporates herein by reference the subdivision plat and all data required by Title 8 of the Morgan County Code or its successor ordinance.

4. **COMPLETION DATE.** APPLICANT shall complete the Improvements within a period of twenty-four months from the date this Agreement was entered into with extensions as may be permitted in accordance with state and local statutes and ordinances.

5. **FEES.** If this Agreement covers fees required as part of a subdivision, APPLICANT shall pay the Fees required by COUNTY for the entire subdivision prior to the issuance of any building permit for the first lot in the subdivision.

6. **SPECIFIC ENFORCEMENT.** APPLICANT has entered into this Agreement with COUNTY and DISTRICTS for the purpose of guaranteeing construction of the Improvements and/or payment of the Fees. COUNTY and DISTRICTS shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to COUNTY and DISTRICTS as provided in this Agreement, and to pay the Fees.

7. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES that its obligation to complete and warrant the Improvements and/or pay the Fees and/or fulfill any other obligation under this Agreement, Morgan County ordinances, or other applicable law is independent of any obligation or responsibility of COUNTY and DISTRICTS, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Improvements and/or pay the Fees is and shall not be conditioned upon the commencement of actual construction work on the project (building, subdivision, development, etc.) or upon the sale of any lot, building or part of the project. APPLICANT further acknowledges (a) that its contractual obligation to complete and warrant the Improvements and/or pay the Fees pursuant to this Agreement is independent of any other remedy available to COUNTY or DISTRICTS to secure proper completion of the Improvements and/or payment of the Fees; (b) that APPLICANT may not assert as a defense that COUNTY or the DISTRICTS has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude COUNTY or DISTRICTS from requiring APPLICANT'S performance under this Agreement; and (c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Improvements in full and/or timely pay the Fees in full.

8. **APPLICANT'S OBLIGATION FOR COSTS.** Should APPLICANT Fail to Perform its responsibilities under this Agreement

MORGAN
COUNTY

in any degree, APPLICANT agrees to compensate the COUNTY and the DISTRICTS for all costs, including Incidental Costs, related to APPLICANT'S failure to perform its obligation to complete and warrant the Improvements or pay the fees to the extent that such costs are not adequately covered by the proceeds.

9. **INCIDENTAL COSTS.** Incidental Costs, as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or materialmen's liens, and/or any other cost and interest thereon incurred by the COUNTY and the DISTRICTS, occasioned by APPLICANT'S failure to perform any and/or all obligations under this Agreement.

10. **FAILURE TO PERFORM.** Failure to Perform or Fail to Perform, as used in this Agreement, shall mean, in addition to those events previously or subsequently described herein, the non-performance in a timely manner by a party to this Agreement of any obligation, in whole or in part, required of such party by the terms of this Agreement or required by Morgan County ordinance or other applicable law. In addition, the following shall also be considered Failure to Perform on the part of APPLICANT: APPLICANT'S abandonment of further development or sales at the project as determined by the COUNTY in consultation with the DISTRICTS; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; the commencement of a foreclosure proceeding against the project property; or the project property being conveyed in lieu of foreclosure. The occurrence of such shall give the other party or parties the right to pursue any and all remedies available at law, in equity, and/or otherwise available pursuant to the terms of this Agreement.

11. **ESCROW ACCOUNT AND POTENTIAL SUBSTITUTION WITH A LETTER OF CREDIT.** As an independent guarantee to COUNTY and DISTRICTS, for the purpose of insuring construction and installation of the Improvements and/or payment of the Fees, APPLICANT hereby assigns and sets over to COUNTY and DISTRICTS all its right, title, and interest in the principal of the Cash Escrow Deposit held by the Depository in the amount of $3,703,380.00 ($1,850,413.00 for Roads & Storm Drain and $1,852,967.00 for Sewer & Water) (herein the Proceeds), entitled, WPR Road & Fire District ($1,850,413.00) and WPR Utility District ($1,852,967.00) Zions Account #985897636, (the Account).
Zions account #985897636
APPLICANT may elect to substitute an irrevocable letter of credit (Letter of Credit) for the Proceeds in the Account. In the case of a Letter of Credit APPLICANT hereby transfers and signs to COUNTY and DISTRICTS the right to demand and collect the proceeds of funds from the Letter of Credit for the purpose of insuring construction and installation of the Improvements and/or payment of the Fees. In relation to the Cash Escrow Deposit held by the Depository or any substitute Letter of Credit, either option shall comply with the following:

a. At a minimum, the Depository or issuer of Letters of Credit shall be Federally insured banks, savings and loans institutions, or title companies with a licensed escrow officer conducting business on the premises authorized to do business in the State of Utah. The Depository or any provider of a Letter of Credit shall be approved by the Morgan County Treasurer and the Morgan County Attorney. The Depository specifically described in this Agreement is acknowledged to meet the requirements and have received the approvals required under this subsection (a).

b. The form of the Escrow Agreement or Letter of Credit shall be on the COUNTY'S form of Escrow Agreement or Letter of Credit, or on a form that provides equal or greater financial protection to the COUNTY, as determined by the County Attorney, and DISTRICTS.

c. The Escrow Agreement or Letter of Credit shall be approved by, the Morgan County Attorney, the Morgan County Treasurer and the Morgan County Engineer, which approval shall be granted so long as the Escrow Agreement or Letter of Credit meets the above requirements and the requirements of the DISTRICTS' standards and the COUNTY'S ordinances, and unless there are objective indications of a substantial risk that either the APPLICANT or the APPLICANT'S financial institution will not fulfill its obligations related to the completion of Improvements or the financial guarantee.

d. Notwithstanding the right of the APPLICANT to substitute cash Proceeds with a Letter of Credit meeting the requirements of this Agreement, to the extent that any of the Improvements include the removal of vegetation and revegetation, a cash escrow shall be required to be deposited with the Morgan County Treasurer at the time the Escrow Agreement or Letter of Credit is executed equal to the full cost to revegetate any removed vegetation in the event the APPLICANT, its successors or heirs, or its financial institution fails to perform.

e. In the event the Escrow Agreement or Letter of Credit has an expiration date, the Escrow Agreement or Letter of Credit shall be renewed and a copy of the renewed Escrow Agreement or Letter of Credit provided to COUNTY and DISTRICTS a minimum 30 days prior to the expiration date, and any failure to so replace the Escrow Agreement or Letter of Credit shall entitle the COUNTY or DISTRICTS to draw the entirety of the Escrow Agreement or Letter of Credit and use and apply it as if it were Proceeds in the Account.

f. The Escrow Agreement or Letter of Credit issuer shall not be bound in any way by the requirements of any permit or approval described herein and its only duty, liability and responsibility shall be to hold the funds on deposit and to pay and deliver the funds to such parties under such conditions as are herein set forth.

g. Reduction of the Letter of Credit amount shall be according to the reduction process and reduction schedule specified in Section 13 herein, as if the amount of the Letter of Credit were "Proceeds."

h. If a reduction of the amount of the Letter of Credit is approved by DISTRICTS and COUNTY, an Amendment to the Letter of Credit shall be provided to DISTRICTS and COUNTY prior to expiration of the original Letter of Credit.

12. **EXTENT OF DEPOSITORY LIABILITY: INDEPENDENT OBLIGATION.** Each of the COUNTY and the DISTRICTS hereby acknowledges that the Depository has, on deposit to the credit of APPLICANT in the account referenced above, the sum mentioned as the Proceeds; that it is aware of, understands, and agrees to each provision of this Agreement; that it agrees to make disbursement of the Proceeds of the account only within the terms as outlined in this Agreement; and that it will hold the Proceeds in the account indefinitely until such time as the COUNTY and DISTRICTS release the obligation to hold the Proceeds. COUNTY and DISTRICTS each agree that its performance is not and shall not be conditioned upon the commencement of actual construction work in the Project, or upon the sale of any lot, building, or any part of the Project.

13. **REDUCTION OF PROCEEDS.** As the Improvements are initially accepted under this Agreement and/or the Fees are paid, a portion of the Proceeds may be released to APPLICANT upon APPLICANT'S written request, only as complete, independent infrastructure systems are completed. Such requests may be made only once every 30 days. The amount of any requested release shall be determined in the discretion of the COUNTY and the relevant DISTRICT. No releases shall be authorized until such time as the COUNTY and the relevant DISTRICT have inspected the Improvements and found them to be in compliance with the as-approved standards for the construction and acceptance for the Improvements and/or verified that the Fees have been paid. Payment of Fees and/or completion of Improvements, even if verified by COUNTY and the relevant DISTRICT, shall not entitle APPLICANT to an automatic release of any part of the Proceeds. The release of any Proceeds shall require the prior written authorization of the COUNTY and the relevant DISTRICT. The COUNTY and the relevant DISTRICT each may, in its discretion, conduct additional review or inspections that the COUNTY and the relevant DISTRICT deem necessary to verify installation and completion of the Improvements, provided that such inspections are performed in a timely manner as to not delay the processing of the release or completion of the Infrastructure. No reduction in the Proceeds shall be allowed for materials which are delivered to the subdivision site but not installed in accordance with approved construction drawings. The following schedule shall apply to all releases and reductions:

Percentage of Work Completed	Maximum Percentage of Collateral Eligible for Release
30 %	20 %
50 %	40 %
70 %	60 %
90 %	80 %
100 %	90 %

If the relevant DISTRICT and the Morgan County Engineer approve the reduction requested, such approval shall be made in writing, and County shall provide such writing to the Depository or Bonding Company with a copy to APPLICANT. No reduction from the collateral shall be made without the approval of the relevant DISTRICT and the Morgan County Engineer.

14. **FINAL ACCEPTANCE.** Notwithstanding the fact that certain of the Proceeds may be released upon partial completion of the Improvements, neither shall any partial release nor shall any full release of the Proceeds constitute final acceptance of the Improvements as provided in this Agreement. Final acceptance of the Improvements shall be official only upon written notice to APPLICANT from the COUNTY and relevant DISTRICT expressly acknowledging such. After one year following initial acceptance of the Improvements, the COUNTY and relevant DISTRICT shall either finally accept the Improvements or specifically describe what warranty items are required to be corrected in order for final acceptance to occur, where upon the completion of such warranty item work, final acceptance shall occur.

15. **WARRANTY OF IMPROVEMENTS.** Following initial acceptance of the Improvements, APPLICANT hereby warrants that the Improvements shall be maintained and remain free from defects in materials and workmanship such that the Improvements continue to meet the compliance with the as-approved standards for the construction and acceptance for the Improvements for one year following said initial acceptance.

16. **RETAINAGE.** APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds requested by APPLICANT and/or granted by the COUNTY and the DISTRICTS, the Proceeds shall not be released below 10% of the estimated cost of the Improvements, (herein the Retainage), for one year following initial acceptance of the Improvements. The Retainage shall be held to insure that the Improvements do not have any latent defects in materials or workmanship, or damage caused by APPLICANT as determined by the DISTRICTS and the COUNTY, such that the Improvements do not continue to meet COUNTY or DISTRICTS as-approved standards for one year(s) after said initial acceptance. Notwithstanding said Retainage, APPLICANT shall be responsible for any substandard, defective, or damaged Improvements if the Retainage is inadequate to cover any such Improvements. APPLICANT, contractor, subcontractor, or other person providing the replacement guarantee shall be responsible for any substandard or defective Improvements if the Proceeds of said replacement guarantee are inadequate to cover any such Improvements. At the end of one year following initial acceptance of the Improvements, to the extent that no claims have been made that the Improvements are nonconforming, substandard, or defective, the Retainage shall be disbursed to APPLICANT.

17. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless COUNTY and DISTRICTS, its elected and appointed officials, officers, employees, agents, and volunteers from and against any and all liability which may arise as a result of the installation of the Improvements prior to the initial acceptance (as provided herein) of the Improvements as defined herein, and from and against any and all liability which may arise as a result of any improvements which are found to be

defective during the one-year warranty period covered by this Agreement. With respect to APPLICANT'S agreement to defend COUNTY and DISTRICTS, as set forth above, COUNTY and DISTRICTS shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of COUNTY and DISTRICTS.

18. **RELEASE OF PROCEEDS.** In the event the Improvements have been installed to the satisfaction of the COUNTY and the DISTRICTS and/or the Fees have been paid pursuant to this Agreement and Morgan County ordinances within the above stated time period(s), the COUNTY and the DISTRICTS agree to execute a written release of the remaining Proceeds.

19. **DEMAND FOR AND USE OF PROCEEDS; PROCESS AS BETWEEN THE COUNTY AND THE DISTRICTS.** In the event the Improvements are not installed to the satisfaction of the COUNTY or the relevant DISTRICT and/or the Fees are not paid pursuant to this Agreement and Morgan County ordinances within the above stated time period(s) and/or APPLICANT fails to perform any obligation under this Agreement or Morgan County ordinances, the COUNTY and the relevant DISTRICT may, after 30 days' prior written notice to APPLICANT, during which 30 days APPLICANT has not cured the default, use and expend all the Proceeds or such lesser amount as may be estimated by the COUNTY and the relevant DISTRICT to be necessary to complete the Improvements and/or pay the Fees as required herein. The COUNTY and DISTRICTS acknowledge and agree that all Improvements are to be dedicated to and accepted by the relevant DISTRICT. As such, the relevant DISTRICT shall have the first opportunity to expend the Proceeds in order to complete the Improvements and satisfy the obligations of the APPLICANT under this Agreement. In the event that the relevant DISTRICT is not completing the Improvements in compliance with the provisions of this Agreement, then the COUNTY may provide 30 days' prior written notice to the relevant DISTRICT, and if, within such time period, the relevant DISTRICT does not correct any such failure, the COUNTY shall have the right to apply the Proceeds to complete the Improvements. The COUNTY and DISTRICTS shall cooperate in relation to the administration of this Agreement. In the event that the relevant DISTRICT is using the Proceeds to complete the Improvements, the relevant DISTRICT shall, prior to commencement of such work, consult with the Morgan County Engineer, as to the process, timing and procedures for the relevant DISTRICT to complete the Improvements and for the Morgan County Engineer's ongoing inspection process and involvement. The County Engineer shall approve in writing the relevant DISTRICT's plans prior to the commencement of any work by said DISTRICT. Such approval shall not be unreasonably withheld or delayed, and the County Engineer's evaluation and decision regarding approval shall be made in accordance with accepted industry standards. The DISTRICTS and APPLICANT acknowledge that Section 22 shall apply to determination of the whether the Improvements meet required standards.

20. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Improvements according to the as-approved standards for the construction and acceptance for the Improvements, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency. Additionally, no further approvals, permits or business licenses shall be issued, and/or any existing approvals, permits or business licenses applicable to the payment of the Fees of the location of the Improvements may be immediately suspended or revoked by the COUNTY unless the Improvements are completed and/or the Fees are paid, or, until a new cash escrow guarantee acceptable to the COUNTY and DISTRICTS has been executed to insure completion of the remaining Improvements and/or payment of the Fees. Furthermore, the cost of completion of the Improvements shall include reimbursement to COUNTY and DISTRICTS for all costs including, but not limited to, construction costs and any Incidental Costs incurred by COUNTY and DISTRICTS in completing the Improvements and/or collecting the Proceeds.

21. **ACCESS TO PROPERTY.** Should the COUNTY or the DISTRICTS elect to use the Proceeds to complete the Improvements, APPLICANT herein expressly grants to the COUNTY, the DISTRICTS and any contractor or other agent hired by the COUNTY or the DISTRICTS the right of access to the project property to complete the Improvements.

22. **IMPROVEMENT STANDARDS.** Improvements shall be done according to the specifications and requirements of the COUNTY and DISTRICTS. All work shall be subject to the inspection of COUNTY and DISTRICTS. Any questions as to conformity with COUNTY'S and DISTRICTS' as-approved specifications or standards, technical sufficiency of the work, quality, and serviceability shall be decided by the DISTRICTS and COUNTY. The COUNTY Engineer's decision shall be final and conclusive.

23. **SUBSTANDARD IMPROVEMENTS.** Should any Improvements prove to be substandard or defective within the one-year warranty period discussed above, COUNTY or a DISTRICT shall notify APPLICANT in writing of such substandard or defective Improvements. APPLICANT shall then have 15 days from notice from the COUNTY or a DISTRICT in which to commence repair of the Improvements, and a reasonable amount of time, as determined by COUNTY or a DISTRICT, as applicable, which shall be specified in the notice, to complete repair of the Improvements. Should APPLICANT fail to either commence repair of the Improvements or complete repair of the Improvements within the required time periods, COUNTY or a DISTRICT may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by COUNTY or a DISTRICT.

24. **INSURANCE.** Should COUNTY or the DISTRICTS elect to install, complete, or remedy any defect or damage in the Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by COUNTY or the DISTRICTS to complete or remedy the Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by COUNTY or the DISTRICTS, as applicable, and consistent with commercially reasonable project construction insurance requirements. APPLICANT shall indemnify, defend, and hold harmless COUNTY and DISTRICTS, their officers, employees, and agents for any liability which exceeds the insurance policy limit. COUNTY or DISTRICTS, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by COUNTY, and any existing

permit, approval, or business license shall be suspended until said premium is initially paid and a bond is in place to cover subsequent payments.

25. **NOTICE.** Notice to APPLICANT, DISTRICTS, or COUNTY shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

26. **MECHANIC/MATERIAL LIENS.** Should COUNTY or a DISTRICT elect to complete or remedy the Improvements, APPLICANT shall indemnify, defend, and hold harmless COUNTY from and against any liability which exceeds the Proceeds for the payment of any labor or material liens as a result of any work of any contractor (including subcontractors and materialmen of any such contractor or agent) hired by COUNTY or which may arise due to either a defect in or failure of this Agreement or insufficient Proceeds to cover such costs.

27. **WAIVER.** The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring failure to perform.

28. **ATTORNEY'S FEES.** In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith, either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

29. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

30. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by Morgan County ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of COUNTY, shall also apply to the subdivision or development which is the subject of this Agreement.

31. **SUCCESSORS.** APPLICANT, DISTRICTS, and COUNTY, as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, and/or assigns of APPLICANT, DISTRICTS, and COUNTY respectively.

32. **INDUCEMENT.** The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

33. **INTEGRATION.** This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

34. **MODIFICATION.** Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

35. **CAPTIONS.** The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

36. **SEVERABILITY.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

37. **ASSIGNMENT.** The parties to this Agreement may assign this Agreement, or any part hereof, with the prior written consent of all other parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

WHEREUPON, the parties hereto have set their hands the day and year first above written.

APPLICANT:

By: ______________________

Title: Managing Director

(Signature must be notarized on following pages.)

MORGAN COUNTY

By: ______________________

Title: County Commission Chairperson

ATTEST:

____
COUNTY CLERK

ZIONS FIRST NATIONAL BANK

By: ______________________

Title: Senior Vice President

(Signature must be notarized on following pages.)

WPR UTILITY DISTRICT

By: Gary S. Dirk

Title: Board Chair

(Signature must be notarized on following pages.)

WPR ROAD AND FIRE DISTRICT

By: Gary S. Dirk

Title: Board Chair

(Signature must be notarized on following pages.)

APPROVED AS TO CONTENT:

By: ______________________ ______________
Planning & Development Service Department Date

By: ______________________ ______________
County Engineer Date

APPROVED AS TO FORM:

By ______________________ ______________
County Attorney Date

MORGAN
COUNTY

APPLICANT NOTARIZATION

State of UTAH)
:ss
County of MORGAN)

On this 27TH day of MARCH, 2025, personally appeared before me ED SCHULTZ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the MANAGING DIRECTOR [title], of Wasatch Peaks Ranch, LLC, a Delaware limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Notary Public

LACEYANN KISKO
Notary Public - State of Utah
Comm. No. 721223
My Commission Expires on
Nov 2, 2025

UTILITY DISTRICT NOTARIZATION

State of UTAH)
:ss
County of MORGAN)

On this 27TH day of MARCH, 2025, personally appeared before me GARY DERCK [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the BOARD CHAIR [title], WPR Utility District, a special district formed under Utah Code Ann. §§17B-1-101, and he/she acknowledged to me that said district executed the same.

Notary Public

LACEYANN KISKO
Notary Public - State of Utah
Comm. No. 721223
My Commission Expires on
Nov 2, 2025

ROAD DISTRICT NOTARIZATION

State of UTAH)
:ss
County of MORGAN)

On this 27TH day of MARCH, 2025, personally appeared before me GARY DERCK [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the BOARD CHAIR [title], WPR Road & Fire District, a special district formed under Utah Code Ann. §§17B-1-101, and he/she acknowledged to me that said district executed the same.

LACEYANN KISKO
Notary Public - State of Utah
Comm. No. 721223
My Commission Expires on
Nov 2, 2025

Notary Public

DEPOSITORY NOTARIZATION

NOTARY PUBLIC
Jamie A Clark
728783
My Commission Expires
01/13/2027
STATE OF UTAH

State of Utah)
:ss
County of Salt Lake)

On this 26 day of March, 2025, personally appeared before me Greg Ripplinger [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the SVP [title], ZIONS First National Bank with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

Notary Public

EXHIBIT A

BOUNDARY DESCRIPTION:

A PARCEL OF LAND LYING AND SITUATED IN THE [illegible] HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT [illegible] WASATCH PEAKS RANCH PLAT 3A, RECORDED NOVEMBER [illegible] 2023 AS ENTRY NO. [illegible] IN BOOK 404 AT PAGE [illegible] IN THE OFFICE OF THE MORGAN COUNTY RECORDER, SAID POINT ALSO BEING 1537.40 FEET SOUTH 89°32'34" EAST AND 113[illegible] FEET SOUTH FROM THE WEST QUARTER CORNER OF SECTION 14 [illegible] PSOMAS ALUM. CAP), SAID POINT ALSO BEING 3759.12 FEET NORTH 89°22'17" WEST AND 3100.25 FEET SOUTH FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (3" MORGAN COUNTY SURVEYOR ALUM. CAP) AND RUNNING THENCE ALONG SAID BOUNDARY LINE OF SAID WASATCH PEAKS RANCH PLAT 3A, THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 16°[illegible] EAST 1262.32 FEET; 2) NORTH 43°41'53" EAST 45.19 FEET; 3) SOUTH 49°[illegible] EAST 514.69 FEET; 4) NORTH 81°29'29" EAST 384.96 FEET; 5) NORTHEASTERLY 38.85 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF [illegible], CHORD BEARS NORTH [illegible] EAST 38.72 FEET; 6) NORTH 44°35'54" EAST 35.78 FEET; 7) NORTHEASTERLY 145.18 FEET ALONG THE ARC OF A 172.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 47°31'55", CHORD BEARS NORTH 20°[illegible] EAST 141.[illegible] FEET; 8) NORTH 87°01'59" EAST 50.00 FEET; THENCE [illegible] THENCE SOUTH [illegible] 17'57" WEST 63.40 FEET; THENCE NORTH 74°59'27" WEST 73.17 FEET; THENCE SOUTHWESTERLY [illegible] FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF [illegible], CHORD BEARS SOUTH 21°59'41" WEST 41.03 FEET; THENCE SOUTH 29°04'59" WEST 290.10 FEET; THENCE SOUTHERLY 222.75 FEET ALONG THE ARC OF A 245.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52°05'07", CHORD BEARS SOUTH 02°02'30" WEST 215.16 FEET; THENCE SOUTH 24°00'41" EAST 49.93 FEET; THENCE SOUTHERLY 77.60 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°24'24", CHORD BEARS SOUTH 11°18'27" EAST 76.97 FEET; THENCE SOUTH 01°23'47" WEST 20.51 FEET; THENCE NORTH [illegible] WEST 50.00 FEET; THENCE NORTH 01°23'47" EAST 20.51 FEET; THENCE NORTHERLY 1.87 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0°51'25", CHORD BEARS NORTH [illegible] EAST 1.87 FEET; THENCE NORTHWESTERLY 25.19 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 144°19'59", CHORD BEARS NORTH 71°37'37" WEST 19.04 FEET; THENCE SOUTH 34°[illegible] WEST 27.68 FEET; THENCE SOUTHWESTERLY [illegible] FEET ALONG THE ARC OF A 19[illegible] FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°16'45", CHORD BEARS SOUTH 31°21'45" WEST 272.98 FEET; THENCE NORTH 57°27'53" WEST 73.04 FEET; THENCE NORTHWESTERLY 104.97 FEET ALONG THE ARC OF A 172.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°51'53", CHORD BEARS NORTH 36°[illegible] WEST 103.35 FEET; THENCE NORTH 15°[illegible] WEST 105.95 FEET; THENCE WESTERLY 159.11 FEET ALONG THE ARC OF A 52.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 173°38'30", CHORD BEARS SOUTH 74°33'44" WEST 104.84 FEET; THENCE SOUTH 12°15'30" EAST 132.79 FEET; THENCE SOUTHERLY 52.62 FEET ALONG THE ARC OF A 2022.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 1°29'26", CHORD BEARS SOUTH 11°30'47" EAST 52.62 FEET; THENCE SOUTH 42°00'38" EAST 607.48 FEET; THENCE SOUTH 51°32'31" WEST 534.88 FEET; THENCE NORTH 44°45'44" WEST 1177.09 FEET; THENCE NORTH 43°30'48" WEST 927.20 FEET; THENCE NORTH 43°00'37" WEST 548.28 FEET; THENCE NORTH 23°58'56" EAST 200.21 FEET; THENCE NORTH 77°57'41" EAST 141.57 FEET; THENCE NORTH 62°47'17" EAST 138.[illegible] FEET; THENCE SOUTH 88°36'06" EAST 99.39 FEET; THENCE NORTH 84°[illegible] EAST 68.31 FEET; THENCE SOUTH 29°20'03" EAST 49.31 FEET; THENCE SOUTH 46°49'12" EAST 55.50 FEET; THENCE SOUTH 87°57'51" EAST 74.97 FEET; THENCE SOUTH 31°02'51" EAST 122.31 FEET; THENCE SOUTH [illegible] EAST 213.21 FEET; THENCE NORTH 0[illegible] EAST 114.42 FEET; THENCE NORTH 06°08'20" EAST 105.55 FEET; THENCE NORTH 33°30'46" EAST 14[illegible].58 FEET; THENCE NORTH 0[illegible] EAST 127.02 FEET; THENCE NORTH 17°36'42" EAST 185.30 FEET; THENCE SOUTH 87°[illegible] EAST 218.19 FEET TO THE POINT OF BEGINNING.

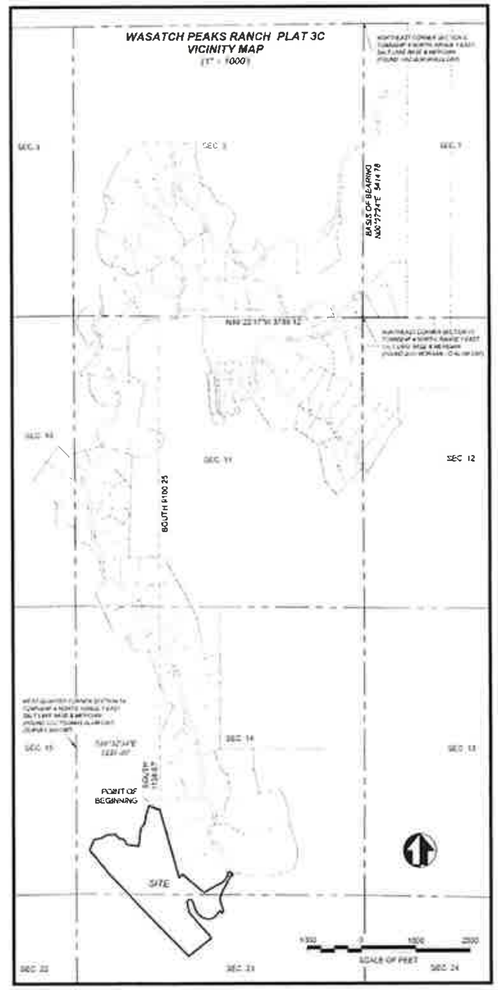
WASATCH PEAKS RANCH PLAT 3C

LOCATED IN SOUTH HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, S SALT LAKE BASE & MERIDIAN MORGAN COUNTY, UTAH

JANUARY 28, 2025

SURVEY NARRATIVE:

1. THIS SURVEY WAS PERFORMED AND PLAT PREPARED AT THE REQUEST OF WASATCH PEAKS RANCH, LLC.
2. THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE SUBJECT PROPERTY INTO LOTS, PRIVATE ROADS, AND VARIOUS EASEMENTS AND RIGHTS OF WAY.
3. BASIS OF BEARINGS IS N00°27'24"E BETWEEN THE NORTHEAST CORNER OF SECTION 11 AND THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.
4. A 2-FOOT 5/8" REBAR WITH A "PSOMAS" CAP WILL BE SET AT PROPERTY CORNERS.
5. A RECORD OF SURVEY HAS BEEN RECORDED WITH THE MORGAN COUNTY RECORDER AS SURVEY NO. S-2XXX



SHEET INDEX:

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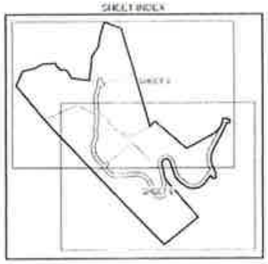
SHEET 2 NOTARY SIGNATURES
SHEET 3 NOTES
SHEET 4 BOUNDARY MAP EXHIBIT
SHEETS 5-6 GRAPHIC MAP
SHEETS 7-9 EASEMENT DETAILS
SHEET 10 LINE & CURVE TABLE, AREA CALCULATIONS



LEGEND

BOUNDARY LINE
SECTION LINE
ADJOINER LINE
LOT LINE
RIGHT OF WAY

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SALT LAKE

ON THE ____ DAY OF ____, 20__, PERSONALLY APPEARED BEFORE ME ... [illegible]

NOTARY
[illegible]
MY COMMISSION EXPIRES
COMMISSION NUMBER

SURVEYOR'S CERTIFICATE

I, SHAWN K. VERNON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR ... [illegible] WASATCH PEAKS RANCH PLAT 3C [illegible]

SIGNED THIS ____ DAY OF ____, 20__

SHAWN K. VERNON
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 8744084

No. 8744084 SHAWN K. VERNON STATE OF UTAH

OWNER'S DEDICATION, GRANT OF EASEMENTS, AND CONSENT TO RECORD

[illegible]

WASATCH PEAKS RANCH PLAT 3C

[illegible]

EXECUTED THIS ____ DAY OF ____, 20__

WASATCH PEAKS RANCH LLC, A DELAWARE LIMITED LIABILITY COMPANY
BY: WASATCH PEAKS RANCH MANAGEMENT LLC, ITS MANAGER
BY:
NAME:
ITS: AUTHORIZED OFFICER

WASATCH PEAKS RANCH HOMEOWNERS ASSOCIATION	WPR UTILITY DISTRICT	WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT	WPR ROAD AND FIRE DISTRICT
BY SIGNING THIS PLAT, THE ASSOCIATION ACCEPTS THE DEDICATION AND CONVEYANCE TO THE ASSOCIATION OF AREAS DESIGNATED HEREIN AS "COMMON AREA" FOR THE PURPOSES SET FORTH IN THE DECLARATION AS MORE PARTICULARLY DESCRIBED IN THE OWNER'S DEDICATION HEREON. WASATCH PEAKS RANCH HOMEOWNERS ASSOCIATION, INC., A UTAH NONPROFIT CORPORATION. NAME: ... ITS: ... PRESIDENT	[illegible] WPR UTILITY DISTRICT	[illegible] WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT	[illegible] WPR ROAD AND FIRE DISTRICT

SHEET 1 OF 10

Kimley»Horn	MORGAN COUNTY ATTORNEY	MORGAN COUNTY PLANNING COMMISSION	MORGAN COUNTY ENGINEER	MORGAN COUNTY COMMISSION	MORGAN COUNTY SURVEYOR
111 East Broadway, Suite 600, Salt Lake City, UT 84111 (385) 212-3176	APPROVED AS TO FORM SIGNED THIS ____ DAY OF ____, 20__ MORGAN COUNTY ATTORNEY	THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS RECOMMENDED FOR APPROVAL BY THE MORGAN COUNTY PLANNING COMMISSION. SIGNED THIS ____ DAY OF ____, 20__ CHAIRMAN, MORGAN COUNTY PLANNING COMMISSION	APPROVED THIS ____ DAY OF ____, 20__ MORGAN COUNTY ENGINEER	THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT AND THE OWNER'S DEDICATION ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSION OF MORGAN COUNTY, UTAH. APPROVED THIS ____ DAY OF ____, 20__ CHAIRMAN, MORGAN COUNTY COMMISSION ATTEST: COUNTY CLERK, MORGAN COUNTY	I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN THE MORGAN COUNTY OFFICES. THE APPROVAL OF THIS PLAT BY THE MORGAN COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTES THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH. SIGNED THIS ____ DAY OF ____, 20__ MORGAN COUNTY SURVEYOR

DATE	SCALE	PROJECT NO.
1/28/2025	1"=1000'	196369005
DESIGNED	DRAFTED	CHECKED
[illegible]	SJN	CEA

WASATCH PEAKS RANCH PLAT 3C

LOCATED IN THE SOUTH HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN MORGAN COUNTY, UTAH

RECORDED # ____

STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF ____

DATE ____ TIME ____ BOOK ____ PAGE ____

$ ____
FEE ____ MORGAN COUNTY RECORDER

WASATCH PEAKS RANCH PLAT 3C

LOCATED IN SOUTH HALF OF SECTION 14 AND THE
NORTH HALF OF SECTION 23,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH

SURVEYOR ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF ________ }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF ______ 20__ BY [illegible] VERNON, A PROFESSIONAL LAND SURVEYOR LICENSED UNDER TITLE 58 CHAPTER 22 PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, HOLDING LICENSE NO. [illegible]

NOTARY ____________
NAME ____________
RESIDING AT ____________
MY COMMISSION EXPIRES ____________
COMMISSION NUMBER ____________
COMMISSIONED IN ____________

MORGAN COUNTY SURVEYOR ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF ________ }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF ______ 20__ BY ____________ IN HIS/HER/THEIR CAPACITY AS MORGAN COUNTY SURVEYOR

NOTARY ____________
NAME ____________
RESIDING AT ____________
MY COMMISSION EXPIRES ____________
COMMISSION NUMBER ____________
COMMISSIONED IN ____________

MORGAN COUNTY COMMISSION ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF ________ }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF ______ 20__ BY ____________ IN HIS/HER/THEIR CAPACITY AS A REPRESENTATIVE OF MORGAN COUNTY COMMISSION

NOTARY ____________
NAME ____________
RESIDING AT ____________
MY COMMISSION EXPIRES ____________
COMMISSION NUMBER ____________
COMMISSIONED IN ____________

MORGAN COUNTY ENGINEER ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF ________ }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF ______ 20__ BY ____________ IN HIS/HER/THEIR CAPACITY AS MORGAN COUNTY ENGINEER

NOTARY ____________
NAME ____________
RESIDING AT ____________
MY COMMISSION EXPIRES ____________
COMMISSION NUMBER ____________
COMMISSIONED IN ____________

MORGAN COUNTY PLANNING COMMISSION ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF ________ }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF ______ 20__ BY ____________ IN HIS/HER/THEIR CAPACITY AS A REPRESENTATIVE OF MORGAN COUNTY PLANNING COMMISSION

NOTARY ____________
NAME ____________
RESIDING AT ____________
MY COMMISSION EXPIRES ____________
COMMISSION NUMBER ____________
COMMISSIONED IN ____________

MORGAN COUNTY ATTORNEY ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF ________ }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF ______ 20__ BY ____________ MORGAN COUNTY ATTORNEY

NOTARY ____________
NAME ____________
RESIDING AT ____________
MY COMMISSION EXPIRES ____________
COMMISSION NUMBER ____________
COMMISSIONED IN ____________

WPR UTILTIY DISTRICT ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF ________ }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF ______ 20__ BY ____________ IN HIS/HER/THEIR CAPACITY AS A REPRESENTATIVE OF WPR UTILITY DISTRICT

NOTARY ____________
NAME ____________
RESIDING AT ____________
MY COMMISSION EXPIRES ____________
COMMISSION NUMBER ____________
COMMISSIONED IN ____________

WPR ROAD AND FIRE DISTRICT ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF ________ }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF ______ 20__ BY ____________ IN HIS/HER/THEIR CAPACITY AS A REPRESENTATIVE OF WPR ROAD AND FIRE DISTRICT

NOTARY ____________
NAME ____________
RESIDING AT ____________
MY COMMISSION EXPIRES ____________
COMMISSION NUMBER ____________
COMMISSIONED IN ____________

WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF ________ }

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS __ DAY OF ______ 20__ BY ____________ IN HIS/HER/THEIR CAPACITY AS A REPRESENTATIVE OF WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT

NOTARY ____________
NAME ____________
RESIDING AT ____________
MY COMMISSION EXPIRES ____________
COMMISSION NUMBER ____________
COMMISSIONED IN ____________

SHEET 2 OF 10	DATE 1/28/2025 SCALE NA PROJECT NUMBER 096360005	Kimley»Horn	DESIGNED BY BS DRAWN BY SRV CHECKED BY SRV	RECORDED # ____________ STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF ____________ DATE ______ TIME ______ BOOK ______ PAGE ______ $ ______ FEE ______ MORGAN COUNTY RECORDER

WASATCH PEAKS RANCH PLAT 3C

LOCATED IN SOUTH HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN MORGAN COUNTY, UTAH

NOTES:

1. DEFINED TERMS. TERMS DEFINED IN THE OWNER'S DEDICATION, RESERVATION OF EASEMENTS, AND CONSENT TO RECORD CARRY THE SAME MEANING WHEN USED IN THESE PLAT NOTES. UNDEFINED TERMS USED HEREIN THAT ARE DEFINED IN THE DECLARATION CARRY THE MEANING GIVEN IN THE DECLARATION.
2. DEVELOPMENT AGREEMENT. THE PROJECT IS SUBJECT TO ALL THE TERMS AND PROVISIONS OF THE DEVELOPMENT AGREEMENT.
3. ZONING. THE PROPERTY RESIDES WITHIN THE WASATCH PEAKS RANCH RESORT SPECIAL DISTRICT ZONING ORDINANCE AND MUST COMPLY WITH THE SAME.
4. CONCEPTUAL PLAN. THE PROJECT MUST COMPLY WITH THE WASATCH PEAKS RANCH CONCEPT PLAN NO. 3 FOR WASATCH PEAKS RANCH DATED AND RECORDED CONCURRENTLY HEREWITH OR IMMEDIATELY HEREAFTER, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.
5. GOVERNING DOCUMENTS. THE PROPERTY IS SUBJECT TO AND THE PROJECT MUST COMPLY WITH ALL GOVERNING DOCUMENTS WHICH INCLUDE THIS PLAT, THE DECLARATION, BYLAWS FOR THE ASSOCIATION [illegible] WITH THIS PLAT, DECLARATION, BYLAWS AND ARTICLES ("GOVERNING DOCUMENTS").
6. ASSOCIATION. ALL LOT OWNERS SHALL BE MEMBERS OF THE ASSOCIATION AND SHALL BE REQUIRED TO PAY ASSESSMENTS AS DETAILED IN THE DECLARATION OR RISK PENALTIES AND FORECLOSURE.
7. CLUB. ALL LOT OWNERS SHALL BE MEMBERS OF THE CLUB AND SHALL BE REQUIRED TO PAY DUES, FEES, AND FINES AS DETAILED IN THE CLUB'S MEMBERSHIP DOCUMENTS.
8. IMPROVEMENTS. NO LOT OWNER MAY CONSTRUCT A RESIDENCE, INSTALL IMPROVEMENTS, INSTALL LANDSCAPING, OR PERFORM WORK THAT IN ANY WAY ALTERS THE APPEARANCE OF ANY PROPERTY OR STRUCTURE WITHIN THE PROPERTY THAT DOES NOT COMPLY WITH ALL STATE AND COUNTY REQUIREMENTS AS WELL AS ALL REQUIREMENTS IN THE GOVERNING DOCUMENTS. THE GOVERNING DOCUMENTS REQUIRE THE CREATION OF A DESIGN REVIEW BOARD AND DETAIL A PROCESS BY WHICH LOT OWNERS MUST SUBMIT PLANS FOR ANY AND ALL LOT IMPROVEMENTS FOR APPROVAL PRIOR TO INITIATING ANY WORK ON SUCH IMPROVEMENTS. LOT OWNERS WHO FAIL TO OBTAIN SUCH APPROVAL ARE SUBJECT TO FINES AND REMOVAL OF UNAPPROVED IMPROVEMENTS.
9. SINGLE-FAMILY DWELLINGS. EACH LOT MAY CONTAIN UP TO ONE (1) SINGLE-FAMILY DWELLING AS WELL AS APPURTENANT ACCESSORY BUILDINGS APPROVED AND CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT, GOVERNING DOCUMENTS, AND STATE AND LOCAL LAW UNLESS WPR SPECIFICALLY AUTHORIZES MORE THAN ONE (1) DWELLING ON CERTAIN LOTS (EACH AN ADDITIONAL DWELLING) AND SUCH ADDITIONAL DWELLING IS SO AUTHORIZED IN COMPLIANCE WITH THE DEVELOPMENT AGREEMENT, GOVERNING DOCUMENTS, AND STATE AND LOCAL LAWS.
10. SQUARE FOOTAGE. PURSUANT TO THE DEVELOPMENT AGREEMENT, THERE IS NO LIMITATION ON THE MAXIMUM SQUARE FOOTAGE OF THE FLOOR AREA OF A SINGLE-FAMILY DWELLING CONSTRUCTED ON A LOT. WPR MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, LIMIT THE MAXIMUM SQUARE FOOTAGE OF THE FLOOR AREA OF ANY OR ALL ADDITIONAL DWELLINGS.
11. ACCESSORY BUILDINGS. PURSUANT TO THE DEVELOPMENT AGREEMENT, DETACHED GARAGES, SHEDS, BARNS, AND OTHER STRUCTURES ("ACCESSORY BUILDINGS") ARE PERMITTED WITHIN THE BAE OF A RESPECTIVE LOT AND MUST BE SITUATED ON THE SAME LOT AS THE MAIN RESIDENCE OR SINGLE-FAMILY DWELLING TO WHICH THE ACCESSORY BUILDING IS APPURTENANT.
12. ACCESSORY RESIDENCES. ACCESSORY BUILDINGS INCLUDING LIVING SPACE AND A KITCHEN ("ACCESSORY RESIDENCES") ARE PERMITTED WITHIN LOTS SO LONG AS THE SQUARE FOOTAGE OF THE IMPROVED LIVING AREA OF SUCH ACCESSORY RESIDENCES ON A LOT DOES NOT EXCEED 30% OF THE SQUARE FOOTAGE OF THE IMPROVED LIVING AREA OF THE SINGLE-FAMILY DWELLING ON THE RESPECTIVE LOT. SUCH ACCESSORY RESIDENCES MAY NOT BE USED AS A FULL TIME PRIMARY RESIDENCE BY A LOT OWNER, OR BY A FAMILY MEMBER, GUEST, LICENSEE, PERMITTEE, INDEPENDENT CONTRACTOR, OR EMPLOYEE OF THE LOT OWNER, AND MAY NOT BE CLAIMED AS A SEPARATE PRIMARY RESIDENCE FOR COUNTY TAXATION PURPOSES. ACCESSORY RESIDENCES MAY NOT BE (A) SOLD SEPARATELY FROM THE SINGLE-FAMILY DWELLING TO WHICH THEY ARE APPURTENANT, (B) OWNED BY ANY INDIVIDUAL OR ENTITY THAT IS NOT THE LOT OWNER OR (C) LEASED AS A PRIMARY RESIDENCE SEPARATE FROM THE SINGLE-FAMILY DWELLING.
13. BUILDING ACTIVITY ENVELOPES ("BAES"). IMPROVEMENTS AND DISTURBANCES ON EACH LOT MUST REMAIN INSIDE THE LOT'S RESPECTIVE BAE, EXCEPT FOR (A) DRIVEWAYS AND ASSOCIATED GRADING AND DRIVEWAY RELATED IMPROVEMENTS APPROVED IN ACCORDANCE WITH THE GOVERNING DOCUMENTS, (B) GRADING PERFORMED BY WPR, THE ASSOCIATION, THE DISTRICTS, OR THE COUNTY AND (C) PRIVATE ABOVE GRADE IMPROVEMENTS APPROVED IN ACCORDANCE WITH THE GOVERNING DOCUMENTS AND INSTALLED BY INDIVIDUAL LOT OWNERS TO PROVIDE SKI ACCESS BETWEEN SUCH OWNERS' RESPECTIVE RESIDENCE AND ADJOINING SKI AND TRAIL EASEMENTS.
14. MODIFICATION OF ESTABLISHED BAES. BAES SHALL NOT BE MODIFIED IN ANY WAY UNLESS EXPRESSLY AUTHORIZED IN ACCORDANCE WITH THE GOVERNING DOCUMENTS AND STATE AND LOCAL LAW. ANY PARTY REQUESTING SUCH MODIFICATION SHALL BEAR THE FULL COST OF APPLICATION FOR AND PROCESS TO OBTAIN REQUIRED APPROVALS AS WELL AS ALL COSTS RELATED TO THE PLAT AMENDMENT OR PARTIAL VACATION AND REPLAT REQUIRED FOR SUCH MODIFICATION. SUCH COSTS INCLUDE, WITHOUT LIMITATION, APPLICATION FEES, PROFESSIONAL ENGINEERING AND SURVEYING FEES, FEES RELATED TO THE REVIEW OF PROPOSED MODIFICATION, LEGAL FEES, AND RECORDATION FEES.
15. STREAM CORRIDORS. CERTAIN LOTS MAY REQUIRE ONE OR MORE BRIDGES, OR OTHER CROSSINGS OVER CULVERTS, STREAMS, IRRIGATION DITCHES, OR ANY COMBINATION OF THE SAME ("STREAM CORRIDORS") AFFECTING THE RESPECTIVE LOT'S DRIVEWAY ACCESS. NO ALTERATION OF ANY EXISTING STREAM CORRIDORS, WHETHER SHOWN HEREON OR NOT, MAY OCCUR WITHOUT EXPRESS AUTHORIZATION AS REQUIRED PURSUANT TO FEDERAL, STATE AND LOCAL LAW, THE DEVELOPMENT AGREEMENT, AND THE GOVERNING DOCUMENTS. LOT OWNERS HAVE THE FULL AND SOLE RESPONSIBILITY TO IMPLEMENT CONTROLS DURING CONSTRUCTION, REMODELING, LANDSCAPING AND OTHERWISE TO PREVENT DISCHARGE OF ANY POLLUTANTS INTO ANY AND ALL STREAM CORRIDORS.
16. WATER AND DRAINAGE. NATURAL STREAMS, DRAINAGE [illegible], IRRIGATION DITCHES, SWALES, SEEPS AND DISCHARGES ("DRAINAGE SYSTEMS") EXIST WITHIN [illegible] RESPONSIBILITY FOR STORM WATER RUNOFF ARISING FROM OR RELATED TO SUCH DRAINAGE SYSTEMS. LOT OWNERS MAY NOT IMPEDE OR OTHERWISE ALTER ANY DRAINAGE SYSTEM UNLESS EXPRESSLY APPROVED IN ACCORDANCE WITH THE GOVERNING DOCUMENTS AND FEDERAL, STATE AND LOCAL LAW. LOT OWNERS HAVE THE FULL AND SOLE RESPONSIBILITY TO IMPLEMENT CONTROLS DURING CONSTRUCTION, REMODELING, LANDSCAPING AND OTHERWISE TO PREVENT DISCHARGE OF ANY POLLUTANTS INTO ANY AND ALL DRAINAGE SYSTEMS.
17. [illegible]
18. PRIVATE ROADS. ALL ROADS WITHIN THE PROPERTY ARE PRIVATE ROADS AND HAVE BEEN OR WILL BE CONSTRUCTED BY WPR. WPR PLANS TO CONVEY CERTAIN EASEMENTS AND RIGHTS OF WAY OVER THE PRIVATE ROADS TO THE R&F DISTRICT AND THE UNDERLYING FEE INTEREST IN THE PRIVATE ROADS TO THE ASSOCIATION. THE ASSOCIATION AND THE R&F DISTRICT SHALL BE RESPONSIBLE FOR ALL ONGOING MAINTENANCE, REPAIR AND OPERATIONS OF PRIVATE ROADS AND CUT/FILL SLOPE EASEMENTS AS IDENTIFIED ON THIS PLAT. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL ASSESSMENTS, CHARGES AND FEES ASSOCIATED WITH PRIVATE ROAD CONNECTION, MAINTENANCE AND OPERATIONS AS APPROVED AND ASSESSED BY THE ASSOCIATION FROM TIME TO TIME, AND AS MAY BE ASSESSED BY THE R&F DISTRICT DIRECTLY. LOT OWNERS MAY NOT CUT INTO, ALTER, OR AFFECT PRIVATE ROADS OR CUT/FILL SLOPE EASEMENTS IN ANY WAY UNLESS EXPRESSLY AUTHORIZED IN ACCORDANCE WITH THE GOVERNING DOCUMENTS. PRIVATE ROADS ARE PROVIDED FOR THE USE AND ENJOYMENT OF WPR, ASSOCIATION, LOT OWNERS, AND CLUB MEMBERS AND THIS PLAT SHALL NOT BE DEEMED TO GRANT ANY RIGHTS TO THE GENERAL PUBLIC TO USE THE PROJECT'S PRIVATE ROADS OR TO CREATE ANY OBLIGATIONS ON THE PART OF MORGAN COUNTY TO MAINTAIN OR REPAIR THE PRIVATE ROADS WITHIN THE PROJECT.

NOTES:

19. SEWER AND WATER UTILITIES. ALL SEWER AND WATER UTILITY FACILITIES ("WET UTILITY FACILITIES") WITHIN THE PROPERTY HAVE BEEN OR WILL BE CONSTRUCTED BY WPR. THE CONSTRUCTION AND INSTALLATION OF SUCH WET UTILITY FACILITIES IS SECURED BY A CASH ESCROW OR LETTER OF CREDIT GUARANTEE AGREEMENT BETWEEN DEVELOPER AND THE COUNTY ("GUARANTEE AGREEMENT"). ONCE COMPLETED WPR PLANS TO CONVEY THE WET UTILITY FACILITIES TO THE UTILITY DISTRICT WHICH SHALL HAVE FULL RESPONSIBILITY FOR THE REPAIR, REPLACEMENT, REMOVAL, OPERATION AND ONGOING MAINTENANCE OF THE WET UTILITY FACILITIES. ADDITIONALLY, WPR PLANS TO CONVEY CERTAIN EASEMENTS AND RIGHTS OF WAY OVER PORTIONS OF THE PROPERTY TO THE UTILITY DISTRICT FOR THE PURPOSES OF ACCESS TO AND MAINTENANCE OF THE WET UTILITY FACILITIES. AT NO TIME SHALL ANY PERMANENT STRUCTURES, HARDSCAPE OR LANDSCAPE BE PLACED WITHIN THE PRIVATE ROADS OR UTILITY EASEMENTS WHICH INTERFERES WITH THE SEWER OR WATER UTILITIES USE OF THE UTILITY EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITY DISTRICT. LOT OWNERS MAY NOT INHIBIT ACCESS TO OR USE OF ANY WET UTILITY FACILITIES IN ANY WAY. LOT OWNERS SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL ASSESSMENTS, CHARGES AND FEES ASSOCIATED WITH SUCH WET UTILITY FACILITIES, INCLUDING ALL HOOK-UP AND SERVICE FEES, AS APPROVED AND ASSESSED BY THE UTILITY DISTRICT. EXCEPT AS DETAILED IN THE GUARANTEE AGREEMENT, COUNTY HAS NO OBLIGATION TO CONSTRUCT, INSTALL, REPAIR, REPLACE, REMOVE, OPERATE OR MAINTAIN ANY WET UTILITY FACILITIES ON THE PROPERTY.
20. ROCKY MOUNTAIN POWER EASEMENT; NO ENCROACHMENT. THERE IS A GRANT OF EASEMENT FROM WPR TO ROCKY MOUNTAIN POWER, AN UNINCORPORATED DIVISION OF PACIFICORP, AN OREGON CORPORATION ("RMP") DATED APRIL 6, 2022 AND RECORDED IN THE OFFICIAL RECORDS ON MAY 3, 2022 AS ENTRY NO. 160357 IN BOOK 191 AT PAGE 556 ("RMP EASEMENT") GIVING RMP A BLANKET EASEMENT ON, OVER, AND UNDER THE ENTIRE PROPERTY, EXCEPTING ALL BAES ("RMP EASEMENT AREA") FOR THE LIMITED PURPOSES OF CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, ENLARGING AND REMOVING ELECTRIC FACILITIES SERVING THE PROPERTY ("ELECTRIC FACILITIES"). THE RMP EASEMENT ALLOWS WPR TO REPLACE THE RMP EASEMENT AREA DESCRIBED THEREIN WITH UTILITY EASEMENTS AS DEPICTED AND DESCRIBED ON PLATS RECORDED IN THE OFFICIAL RECORDS. FURTHER, THE RMP EASEMENT PROVIDES THAT REGARDLESS OF THE ACTUAL DEPICTION OF UTILITY EASEMENTS ON THE PLAT, THE RMP EASEMENT AREA SHALL BE CONSTRUED TO CONSIST ONLY OF THOSE PORTIONS OF THE PROPERTY IN WHICH AS-BUILT ELECTRIC FACILITIES ARE LOCATED, EVEN IF SUCH ELECTRIC FACILITIES RESIDE OUTSIDE THE BOUNDARIES OF THE DEPICTED UTILITY EASEMENTS. BECAUSE OF THE UNIQUE GEOGRAPHICAL NATURE OF THE PROPERTY, ELECTRICAL FACILITIES MAY INFRINGE ON LOTS, OPEN SPACE, COMMON ELEMENTS, PRIVATE ROADS, SHARED DRIVEWAYS, PRIVATE LANES, AND OTHER EASEMENTS AS DEPICTED ON THIS PLAT. BEING ON ACTUAL NOTICE, NO LOT OWNER HAS STANDING TO CLAIM ENCROACHMENT BY SUCH ELECTRIC FACILITIES, REQUEST COMPENSATION FOR SUCH ENCROACHMENT, REQUEST THAT SUCH ELECTRIC FACILITIES BE RELOCATED, OR OTHERWISE INTERFERE WITH SUCH ELECTRIC FACILITIES.
21. ROCKY MOUNTAIN POWER EASEMENT - NOT A PUBLIC DEDICATION. REGARDLESS OF RMP'S STATUS AS A "PUBLIC UTILITY" PURSUANT TO UTAH LAW, NOTHING IN THIS PLAT OR IN THE RMP EASEMENT SHALL BE CONSTRUED AS A GRANT OR DEDICATION OF ANY PORTION OF THE PROPERTY AS A PUBLIC AREA, PUBLIC ROAD, OR AS ANY DEDICATION OF ANY PORTION OF THE PROPERTY FOR THE USE AND BENEFIT OF THE PUBLIC. THE PROPERTY IS BEING DEVELOPED STRICTLY AS A PRIVATE PLANNED RECREATIONAL COMMUNITY, TO WHICH THE GENERAL PUBLIC SHALL HAVE NO RIGHTS, INTERESTS, OR OBLIGATIONS.
22. LOT-SPECIFIC UTILITY FACILITIES. THE FULL COST AND EXPENSE OF THE DESIGN, INSTALLATION, CONSTRUCTION, REMOVAL, REPAIR, REPLACEMENT, OPERATION, AND ONGOING MAINTENANCE RELATED TO OR ARISING FROM UTILITY LATERALS AND UTILITY SERVICES (INCLUDING SEWER, WATER, GAS, ELECTRIC AND DATACOM) FROM THE LATERAL CONNECTION POINTS WITHIN THE UTILITY EASEMENTS TO EACH LOT OWNER'S RESIDENCE OR OTHER IMPROVEMENTS REQUIRING SUCH CONNECTION SHALL BE BORNE EXCLUSIVELY BY EACH LOT OWNER RESPECTIVE TO THAT OWNER'S LOT.
23. GAS LINES. THERE WILL BE GAS LINES LOCATED WITHIN THE PROJECT. RUPTURE OF SAID GAS LINES MAY BE EXTREMELY HAZARDOUS TO HEALTH AND SAFETY. PRIOR TO ANY DIGGING OR GRADING, OWNERS SHALL CALL THE APPROPRIATE LOCATION SERVICES.
24. FIRE PREVENTION AND PROTECTION. LOT OWNERS SHALL COMPLY WITH THE FIRE PREVENTION AND MANAGEMENT STANDARDS CONTAINED IN THE MORGAN COUNTY LAND USE MANAGEMENT CODE, DEVELOPMENT AGREEMENT, AND GOVERNING DOCUMENTS, WHICH REQUIREMENTS INCLUDE, WITHOUT LIMITATION, THE INSTALLATION OF SPRINKLER SYSTEMS FOR ALL HABITABLE STRUCTURES, USE OF NON-COMBUSTIBLE ROOFING MATERIALS AND FIRE-RESISTANT BUILDING MATERIALS, PROVISION OF ALL-WEATHER FIRE ACCESS, PROVISION OF ADEQUATE FIRE PROTECTION WATER SUPPLIES, FOLLOWING DEFENSIBLE SPACE GUIDELINES, AND PLANTING FIRE-RESISTANT VEGETATION. THE FULL COST AND EXPENSE OF COMPLYING WITH SUCH REQUIREMENTS SHALL BE BORNE EXCLUSIVELY BY EACH LOT OWNER RESPECTIVELY.
25. DRIVEWAY PLANS AND APPROVALS. DRIVEWAY GRADES SHALL NOT EXCEED 12% AND ALL DRIVEWAY LOCATIONS AND GRADING SHALL BE CONSISTENT WITH THE DRIVEWAY LOCATIONS PROVIDED IN PRELIMINARY PLANS APPROVED BY THE COUNTY. ANY MODIFICATION OF DRIVEWAY GRADES OR LOCATIONS REQUIRE WRITTEN APPROVAL IN ACCORDANCE WITH THE PROVISIONS OF THE DEVELOPMENT AGREEMENT, GOVERNING DOCUMENTS AND STATE AND LOCAL LAW. ALL FINAL DRIVEWAY PLANS, DRIVEWAY INTERSECTION LOCATION AND DESIGN REQUIRES WRITTEN APPROVAL IN ACCORDANCE WITH THE GOVERNING DOCUMENTS. THE FULL COST AND EXPENSE TO DESIGN AND PROCESS DRIVEWAY CHANGES AND ALL RELATED FIELD FIT CHANGES FOR ITEMS INCLUDING, WITHOUT LIMITATION, UTILITY LATERALS, PAVING ADJUSTMENTS, RELOCATION OF MASTER UTILITY EQUIPMENT, GUARD RAILS, LANDSCAPING, SIGNAGE, AND STREETLIGHTS SHALL BE BORNE EXCLUSIVELY BY EACH LOT OWNER, RESPECTIVELY.
26. DRIVEWAY IMPROVEMENTS. WITH THE EXCEPTION OF PRIVATE LANES, ALL COSTS AND EXPENSES RELATED TO OR ARISING FROM THE DESIGN, INSTALLATION, CONSTRUCTION, REMOVAL, REPAIR, REPLACEMENT, OPERATION AND ONGOING MAINTENANCE OF ALL DRIVEWAY IMPROVEMENTS OF ANY KIND WHATSOEVER SHALL BE BORNE EXCLUSIVELY BY EACH LOT OWNER FOR THAT OWNER'S LOT RESPECTIVELY. OWNERS OF LOTS WITH DRIVEWAYS THAT PROVIDE ACCESS NEAR PRIVATE ROAD SLOPES THAT, IN THE SOLE AND ABSOLUTE DISCRETION OF THE R&F DISTRICT, POSE A SAFETY RISK SHALL, AT SUCH OWNER'S EXPENSE, BE REQUIRED TO INSTALL A GUARDRAIL ADJACENT TO THE DRIVEWAY INTERSECTION IN CONFORMANCE WITH THE STANDARDS ESTABLISHED IN THE GOVERNING DOCUMENTS.
27. [illegible]
28. DRIVEWAY APRON. PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, AND FOR DRIVEWAYS ACCESSED FROM PRIVATE ROADS AND RIGHTS OF WAY, THE RESPECTIVE LOT OWNER SHALL, AT SUCH LOT OWNER'S SOLE EXPENSE, DESIGN, CONSTRUCT, AND INSTALL A PAVED DRIVEWAY APRON, THE DESIGN AND INSTALLATION OF WHICH SHALL COMPLY WITH ALL STATE AND LOCAL LAWS AND SHALL BE APPROVED IN ACCORDANCE WITH THE GOVERNING DOCUMENTS.
29. SNOW REMOVAL AND STORAGE. STORING OR PLOWING SNOW ON OR INTO WETLANDS, WETLAND BUFFER AREAS, AND ABOVE-GROUND SKI OR UTILITY EQUIPMENT, INCLUDING WITHOUT LIMITATION, LIFT STATIONS, SWITCHGEAR, ELECTRICAL TRANSFORMERS, METER PEDESTALS, AND JUNCTION BOXES IS PROHIBITED. THE FULL COST OF MITIGATION, REPAIRS, AND REPLACEMENT OF ANY AREAS OR EQUIPMENT DAMAGED DUE TO SNOW STORAGE OR PLOWING SHALL BE BORNE ENTIRELY BY THE LOT OWNER ENGAGING IN OR AUTHORIZING OTHERS TO ENGAGE IN THE PLOWING AND STORAGE ACTIVITIES RESULTING IN SUCH DAMAGE OR LOSS.
30. LOT SNOW STORAGE AREA. AS PART OF THE SUBMITTAL OF PLANS FOR APPROVAL PURSUANT TO STATE AND LOCAL LAW, THE DEVELOPMENT AGREEMENT, AND THE GOVERNING DOCUMENTS, EACH LOT OWNER SHALL DESIGNATE A SNOW STORAGE AREA WITHIN THE LOT OWNER'S RESPECTIVE LOT ("SNOW STORAGE AREA"). THE SNOW STORAGE AREA SHALL BE EQUAL TO TWENTY FIVE PERCENT (25%) OF THOSE PORTIONS OF THE LOT THAT WILL BE PLOWED. THE SUFFICIENCY OF SUCH SNOW STORAGE AREA SHALL BE DETERMINED AS DETAILED IN THE GOVERNING DOCUMENTS.
31. RESPONSIBILITY FOR CERTAIN OTHER IMPROVEMENTS. INASMUCH AS THEY ARE NOT INCONSISTENT WITH THE GOVERNING DOCUMENTS, GATEHOUSES AND ASSOCIATED GATES, MONUMENT ENTRY FEATURES, SIGNAGE AND WAYFINDING FEATURES, FENCING, RETAINING WALLS, LANDSCAPING, AND OTHER ABOVE GRADE IMPROVEMENTS CONSTRUCTED OR INSTALLED BY WPR WITHIN LOTS SHALL BECOME COMMON ELEMENTS AND SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION. MAINTENANCE OF ANY PRIVATE DRIVEWAY IMPROVEMENTS, FEATURES, LANDSCAPING, OR SIGNAGE CONSTRUCTED UNDER THE SUPERVISION AND AT THE DIRECTION OF A LOT OWNER ON THE LOT OWNER'S LOT RESPECTIVELY, SHALL BE THE SOLE RESPONSIBILITY OF THE LOT OWNER.

NOTES:

32. GEOTECHNICAL. EACH LOT OWNER IS REQUIRED TO OBTAIN A GEOTECHNICAL REPORT PREPARED BY A LICENSED GEOTECHNICAL ENGINEER FAMILIAR WITH THE PROPERTY'S GEOLOGY AND SPECIFIC TO THEIR LOT, PLANNED RESIDENCE, AND DESIRED IMPROVEMENTS AND SUBMIT THE SAME FOR REVIEW AND APPROVAL PURSUANT TO AND IN ACCORDANCE WITH STATE AND LOCAL LAW, COUNTY REQUIREMENTS, THE DEVELOPMENT AGREEMENT, AND THE GOVERNING DOCUMENTS.
33. [illegible]
34. FURTHER SUBDIVISION. FURTHER SUBDIVISION OF INDIVIDUAL LOTS IS NOT PERMITTED UNLESS SPECIFICALLY PROVIDED FOR AND APPROVED IN ACCORDANCE WITH THE GOVERNING DOCUMENTS AND STATE AND LOCAL LAW.
35. WPR RIGHTS. AS FURTHER DETAILED IN THE GOVERNING DOCUMENTS, WPR RESERVES FOR THE BENEFIT OF ITSELF, ITS SUCCESSORS AND ASSIGNS, WITHOUT FURTHER CONSENT OF THE LOT OWNERS OR UNIT OWNERS, THE RIGHTS TO UNILATERALLY AMEND OR MODIFY: (A) THE PROPERTY'S ZONING ENTITLEMENTS, DEVELOPMENT AGREEMENT AND CONCEPTUAL PLANS, (B) THIS PLAT, SO LONG AS SUCH AMENDMENT IS IN ACCORDANCE WITH COUNTY ORDINANCES AND UTAH LAW, AND (C) EXISTING UTILITY EASEMENTS AND OTHER EASEMENTS.
36. CERTIFICATES OF OCCUPANCY. THE COUNTY RESTRICTS THE OCCUPANCY OF BUILDINGS WITHIN DEVELOPMENTS AS OUTLINED IN THE ADOPTED BUILDING AND FIRE CODES. IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN THE PROJECT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY THE COUNTY. (MORGAN COUNTY CODE §15.025(4))
37. [illegible]
38. NO COUNTY MAINTENANCE. THE COUNTY IS NOT RESPONSIBLE FOR ANY MAINTENANCE WITHIN THE PROPERTY.
39. ADJACENT AGRICULTURAL LAND. CERTAIN LAND ADJACENT AND CONTIGUOUS TO THE PROPERTY MAY BE SUBJECT TO CERTAIN PROTECTIONS FOR FARMING, RANCHING AND AGRICULTURAL USES ("PROTECTED USE"). SUCH PROTECTED USE MAY INCLUDE OPERATIONS EVERY DAY OF THE WEEK CONDUCTED EARLY IN THE MORNING AND LATE IN THE EVENING THAT MAY GENERATE NOISE, ODORS AND VIBRATIONS OR OTHER EFFECTS THAT COULD OTHERWISE BE DEEMED A NUISANCE. PURSUANT TO STATE AND LOCAL LAW, OWNERS OF ANY PORTION OF THE PROPERTY ARE SUBJECT TO LIMITATIONS ON THEIR ABILITY TO CHALLENGE SUCH PROTECTED USE OR INITIATE AN ACTION CLAIMING NUISANCE OR OTHER INTERFERENCE WITH OR OBSTRUCTION TO THE FREE USE AND ENJOYMENT OF THE PROPERTY BASED ON THE PROTECTED USE.
40. MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT
    1. LOTS ________ ARE DESIGNED AS LOW-PRESSURE SEWER SYSTEM LOTS. THE PURCHASERS OF THESE LOTS ARE HEREBY NOTIFIED THAT WASTEWATER SERVICE TO THESE LOTS WILL BE PROVIDED BY A LOW-PRESSURE SEWER SYSTEM. THE PRIVATE LOW-PRESSURE SEWER LATERAL TO THESE LOTS CONSISTS OF A LOW-PRESSURE GRINDER PUMP STATION AND LOW-PRESSURE DISCHARGE LINE AND APPURTENANCES. THE PRIVATE LOW-PRESSURE LATERAL SYSTEM, WHICH IS THE PRIVATE PROPERTY OF EACH LOT OWNER, CONNECTS TO THE MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT (MGSID) PUBLIC LOW-PRESSURE SEWER SYSTEM. PURCHASERS OF THE LOW-PRESSURE SEWER SYSTEM LOTS SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS OF THE PRIVATE LOW-PRESSURE LATERAL SYSTEM RELATED TO OR ARISING FROM THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE PRIVATE LOW-PRESSURE SEWER LATERAL SYSTEM. MGSID SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR PRIVATE LOW-PRESSURE SEWER LATERAL SYSTEMS, INCLUDING ANY COSTS ARISING FROM OR RELATING TO INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT AND MATTERS ARISING FROM FREEZING OR INCORRECT INSTALLATION.
    2. UPON RECORDING OF THIS PLAT, WASATCH PEAKS RANCH, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY CONSENTS AND AUTHORIZES MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT TO RECORD A NOTICE FOR EACH LOW-PRESSURE SEWER SYSTEM LOT WITH THE MORGAN COUNTY RECORDER'S OFFICE. THE RECORDED NOTICES SHALL SERVE AS NOTIFICATION TO ALL FUTURE LOT OWNERS OF THE RESPONSIBILITIES ASSOCIATED WITH THE PRIVATE LOW-PRESSURE SEWER LATERAL SYSTEM SERVING THE LOTS.
    3. [illegible]
    4. AT THE TIME OF ANY RESURFACING OF WASATCH PEAKS ROAD OR ALPINE LANE, THE WASATCH PEAKS RANCH HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE TO ADJUST WASTEWATER MANHOLES TO GRADE ACCORDING TO MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT (MGSID) STANDARDS. PRIOR NOTIFICATION OF [illegible] REQUIRED.

EASEMENT NOTES:

PURSUANT TO THE DECLARATION AND THE OWNER'S DEDICATION, RESERVATION OF EASEMENTS, AND CONSENT TO RECORD, WPR HAS RESERVED UNTO ITSELF:

(A) CERTAIN PERPETUAL, NON-EXCLUSIVE EASEMENTS AND RIGHTS OF WAY INCLUDING, WITHOUT LIMITATION, THE EASEMENTS DESCRIBED IN ITEMS 1-5 BELOW ("RESERVED EASEMENTS") ON, OVER, UNDER [illegible]

(B) THE RIGHT TO CONVEY, LICENSE, TRANSFER, OR OTHERWISE ALIENATE THE RESERVED EASEMENTS IN WHOLE OR IN PART;

(C) THE RIGHT TO CONVEY ADDITIONAL NON-EXCLUSIVE EASEMENTS, SUBEASEMENTS, AND LICENSES IN, OVER, ON, OR THROUGH THE RESERVED EASEMENT AREAS TO, WITHOUT LIMITATION, PUBLIC AND PRIVATE UTILITY PROVIDERS, LOCAL SERVICE DISTRICTS, CONTRACTORS, SUBCONTRACTORS, AND AGENTS TO FULFILL ANY OR ALL OBLIGATIONS OF WPR, THE ASSOCIATION, THE CLUB, OR THE DISTRICTS PURSUANT TO STATE AND LOCAL LAW, THE DEVELOPMENT AGREEMENT, OR THE GOVERNING DOCUMENTS; AND

(D) THE RIGHT TO FURTHER LIMIT, DEFINE, AND DESCRIBE THE RESERVED EASEMENT AREAS, AND TO RECORD SUCH DESCRIPTIONS IN THE OFFICIAL RECORDS.

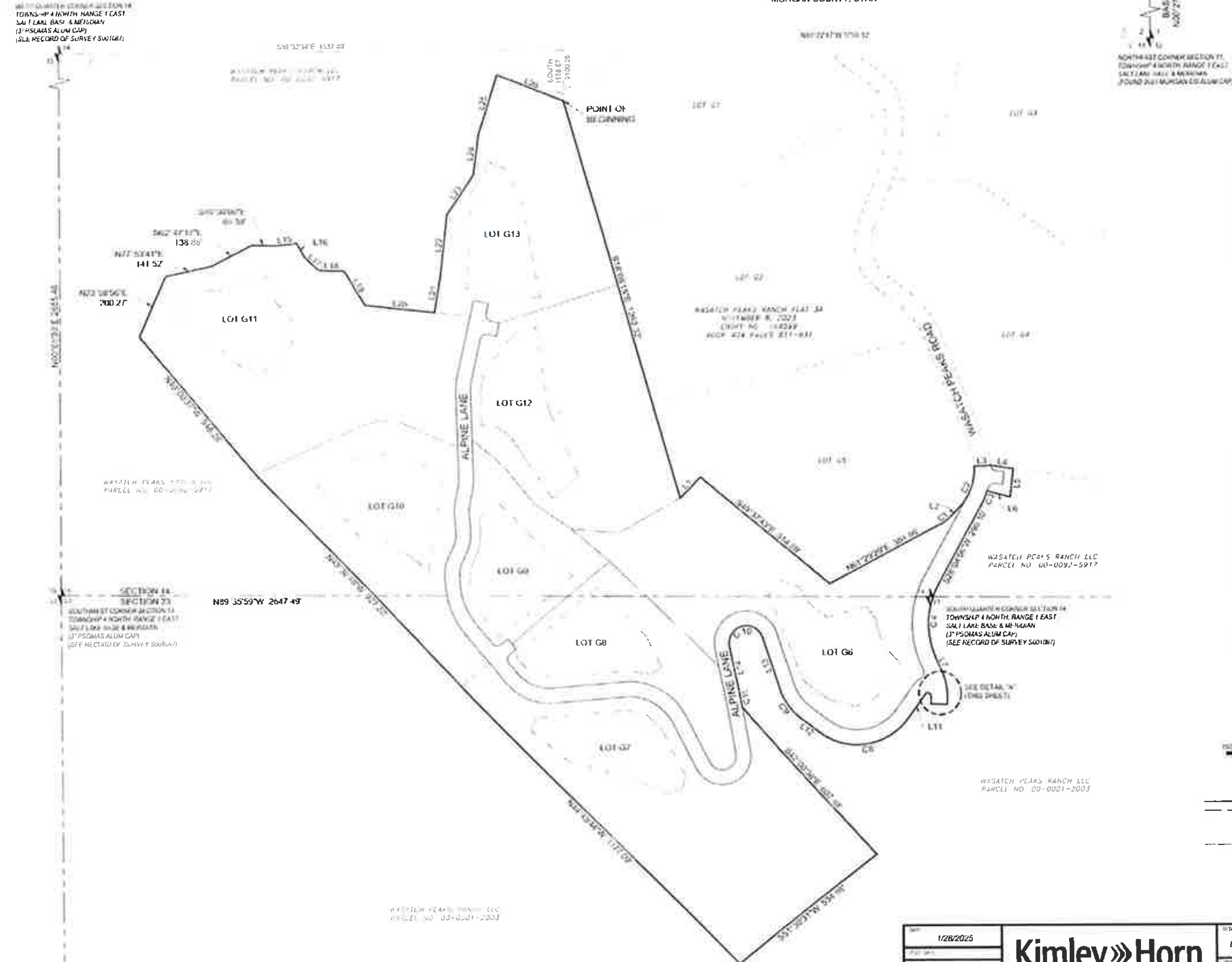
THE RESERVED EASEMENTS INCLUDE EACH AND ALL OF THE FOLLOWING:

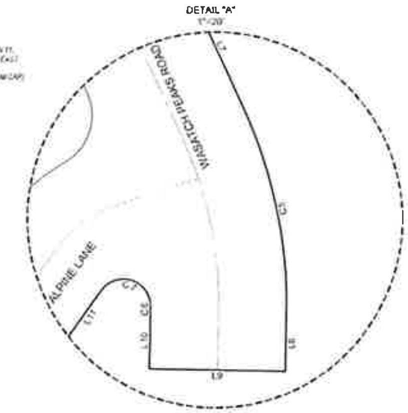
1. [illegible]
2. SKI FACILITY EASEMENT. A BLANKET EASEMENT AND RIGHT OF WAY OVER THE PROPERTY EXCEPTING ONLY THE BAES ("SKI FACILITY EASEMENT AREA") FOR THE DESIGN, CONSTRUCTION, INSTALLATION, REMOVAL, REPAIR, REPLACEMENT, OPERATION, AND MAINTENANCE OF TUNNELS, BRIDGES, SKI LIFTS, AND ANY AND ALL OTHER SKI FACILITIES THAT MAY BE CONSTRUCTED AND INSTALLED AT THE DISCRETION OF WPR, OR, AFTER THE EXPIRATION OF THE PERIOD OF ADMINISTRATIVE CONTROL, AT THE DISCRETION OF THE CLUB.
3. SNOW STORAGE EASEMENT. A BLANKET EASEMENT AND RIGHT OF WAY OVER THE PROPERTY EXCEPTING ONLY THE BAES ("SNOW STORAGE EASEMENT AREA") FOR THE LOCATION, RELOCATION, MOVEMENT, AND STORAGE OF SNOW FROM PRIVATE ROADWAYS AND PRIVATE LANES WITHIN THE PROPERTY. WPR ALSO RESERVES UNTO ITSELF THE RIGHT TO FURTHER DESIGNATE, DEFINE, LOCATE, RELOCATE, AND MODIFY SPECIFICALLY DEFINED SNOW STORAGE EASEMENTS.
4. DISTRICT EASEMENT. A BLANKET EASEMENT AND RIGHT OF WAY OVER THE PROPERTY EXCEPTING ONLY THE BAES ("DISTRICT EASEMENT AREA") FOR INGRESS, EGRESS, AND USE AS MAY BE REASONABLY REQUIRED TO ADDRESS EMERGENCY SITUATIONS AND TO FULFILL THE DISTRICTS' DUTIES AND OBLIGATIONS PURSUANT TO UTAH LAW, THE DEVELOPMENT AGREEMENT, THE GOVERNING DOCUMENTS AND ANY AND ALL OTHER AGREEMENTS CREATING SUCH DUTIES AND OBLIGATIONS IN THE DISTRICTS.
5. BAE EASEMENTS. A BLANKET EASEMENT AND RIGHT OF WAY OVER THE BAES ("BAES EASEMENT AREA") FOR INGRESS, EGRESS, AND USE AS MAY BE REASONABLY REQUIRED TO (A) ADDRESS EMERGENCY SITUATIONS AND (B) ALLOW ACCESS FOR WPR, THE ASSOCIATION, THE CLUB, AND THE DISTRICTS TO FULFILL THEIR RESPECTIVE DUTIES AND OBLIGATIONS PURSUANT TO STATE AND LOCAL LAW, THE DEVELOPMENT AGREEMENT, AND THE GOVERNING DOCUMENTS.

SHEET 3 OF 10	DATE 1/28/2025 NA 09636005	Kimley»Horn 111 East Broadway, Suite 600 Salt Lake City, UT 84111 (385) 212-3116	BS SRV SRV	RECORDED # STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF DATE ____ TIME ____ BOOK ____ PAGE ____ $ ____ FEE ____ MORGAN COUNTY RECORDER

WASATCH PEAKS RANCH PLAT 3C

LOCATED IN SOUTH HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN MORGAN COUNTY, UTAH





CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH BRG	CH DIST
C1	30.83'	125.00'	14°13'54"	N53°07'42"E	30.72'
C2	145.18'	175.00'	47°31'53"	N28°44'57"E	141.05'
C3	41.14'	225.00'	10°28'30"	S22°00'41"W	41.08'
C4	222.75'	240.00'	53°05'37"	S02°02'08"W	215.16'
C5	77.60'	175.00'	25°24'25"	S11°18'27"E	76.97'
C6	1.37'	125.00'	0°37'39"	N00°56'55"E	1.37'
C7	25.19'	10.00'	144°19'59"	N71°37'37"W	19.04'
C8	304.43'	182.92'	95°18'42"	S81°21'40"W	272.48'
C9	104.97'	172.50'	34°51'53"	N36°02'37"W	103.35'
C10	183.41'	52.92'	172°30'32"	S74°32'48"W	104.84'
C11	32.62'	2023.50'	1°23'26"	S11°30'47"E	32.62'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N42°41'53"E	89.19'
L2	N44°35'34"E	35.26'
L3	N47°32'58"E	60.00'
L4	S81°26'45"E	65.57'
L5	S06°11'58"W	88.46'
L6	N74°56'29"W	72.17'
L7	S24°50'41"E	46.83'
L8	S07°23'47"W	20.51'
L9	N88°36'13"W	60.00'
L10	N01°23'47"E	26.57'
L11	S36°12'32"W	41.96'
L12	N02°51'40"W	73.04'
L13	N18°37'51"W	100.25'
L14	S12°15'30"E	132.79'
L15	N84°25'54"E	66.31'
L16	S29°20'28"E	46.37'
L17	S48°49'12"E	58.50'
L18	S47°57'51"E	75.47'
L19	S31°07'51"E	122.37'
L20	S62°36'42"E	213.27'
L21	N04°24'14"E	174.62'
L22	N06°08'20"E	165.95'
L23	N30°30'40"E	147.56'
L24	N07°48'03"E	101.02'
L25	N17°34'42"E	166.32'
L26	S47°58'56"E	318.19'

150 0 150 300
SCALE OF FEET

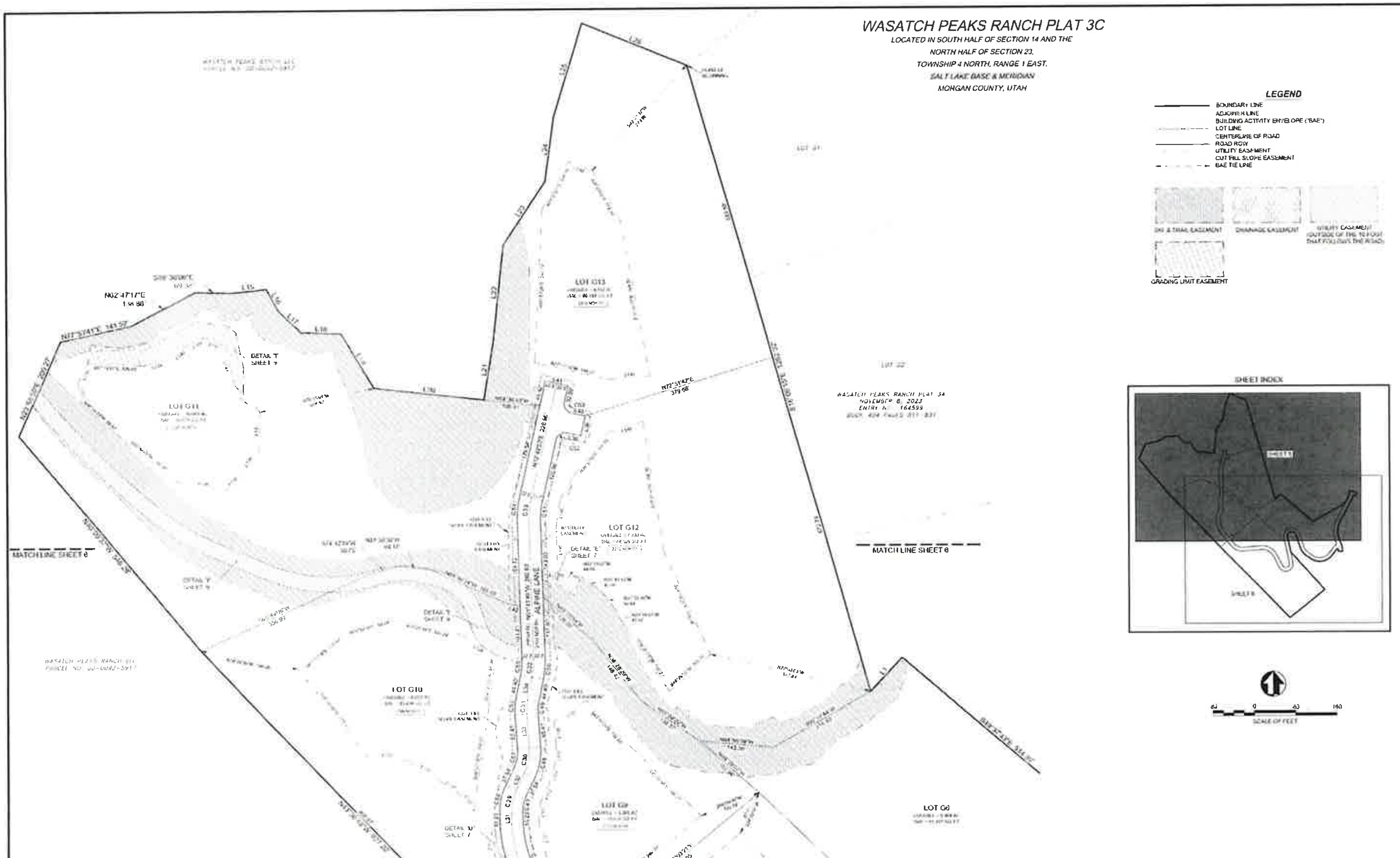
LEGEND

- BOUNDARY LINE
- SECTION LINE
- ADJOINER LINE
- BUILDING ACTIVITY ENVELOPE
- LOT LINE
- ROAD ROW
- ADJOINER LINE
- SECTION CORNER (FOUND)

SHEET 4 OF 10	DATE 1/28/2025	Kimley»Horn 111 East Broadway, Suite 600 Salt Lake City, UT 84111 (385) 212-3176	DESIGNED BY: BS	RECORDED #
	SCALE 1"=150'		DRAWN BY: SRV	STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF
	PROJECT NO. 096360005		CHECKED BY: SRV	DATE ______ TIME ______ BOOK ______ PAGE ______
				$ ______ FEE ______ MORGAN COUNTY RECORDER

WASATCH PEAKS RANCH PLAT 3C

LOCATED IN SOUTH HALF OF SECTION 14 AND THE
NORTH HALF OF SECTION 23,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH



AREAS WHERE THE SKI EASEMENT OVERLAPS WITH OTHER EASEMENTS THE SKI EASEMENT HATCHING IS NOT SHOWN

SHEET 5 OF 10	1/28/2025 1"=80 096360005	Kimley»Horn	BS SRV SRV

RECORDED # ______

STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF ______

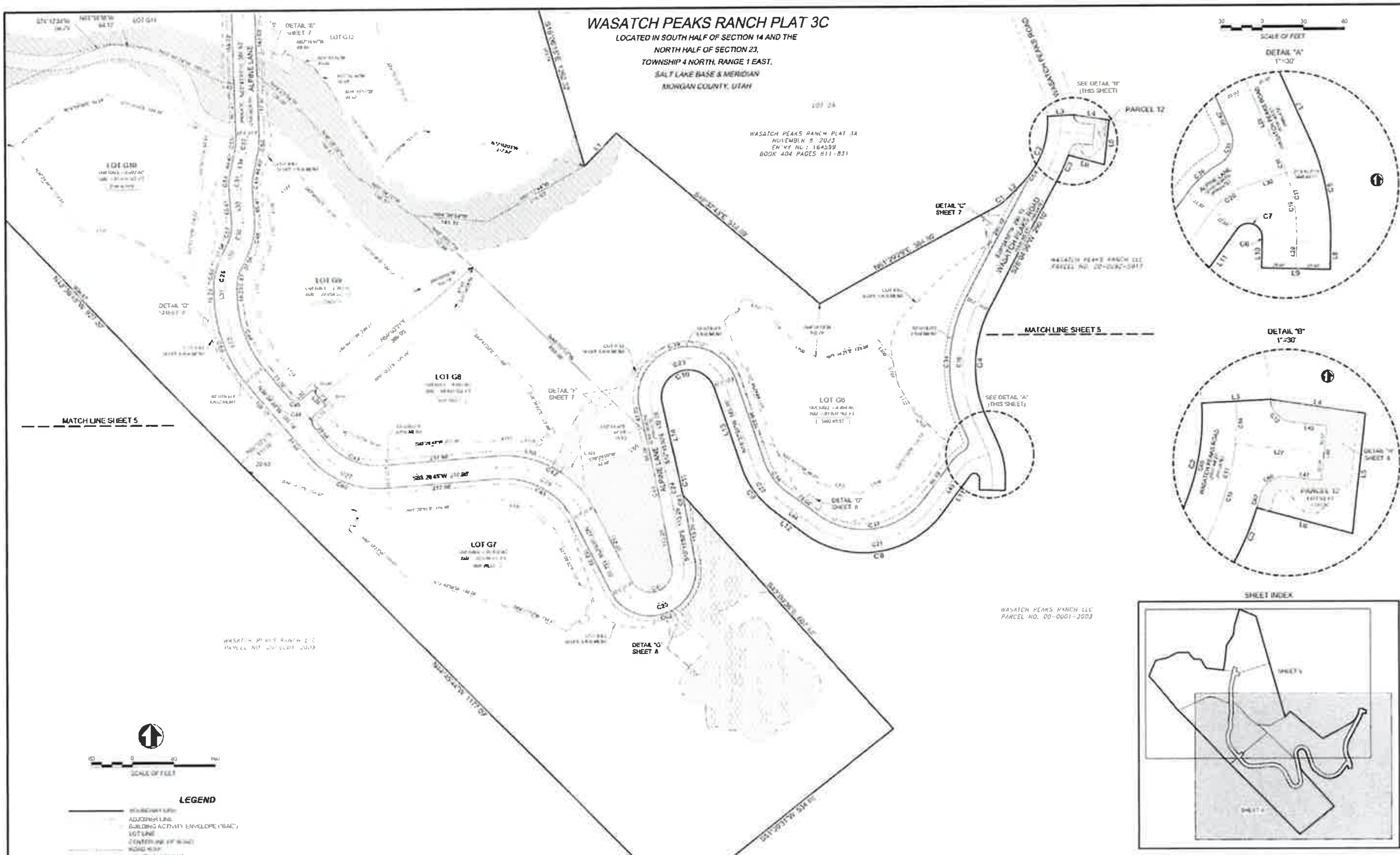
DATE ______ TIME ______ BOOK ______ PAGE ______

$ ______

FEE ______ MORGAN COUNTY RECORDER

WASATCH PEAKS RANCH PLAT 3C

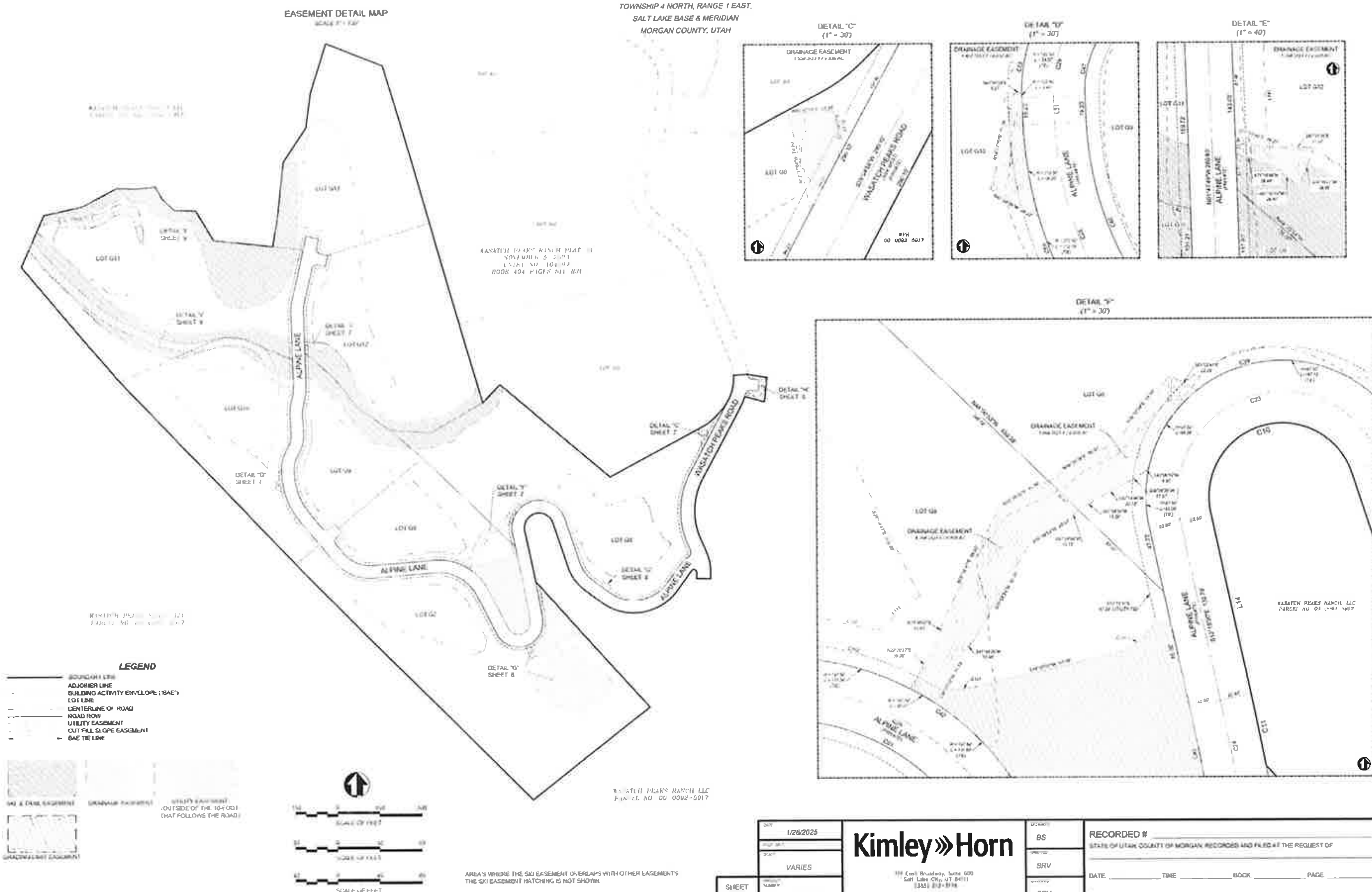
LOCATED IN SOUTH HALF OF SECTION 14 AND THE NORTH HALF OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN MORGAN COUNTY, UTAH



1/28/2025	**Kimley»Horn**	BS	**RECORDED #** ______	
1"=80'	111 East Broadway, Suite 600 Salt Lake City, UT 84111 (385) 212-3176	SRV	STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF ______	
SHEET 8 OF 10	096360005	SRV	DATE ______ TIME ______ BOOK ______ PAGE ______	
			$ ______ FEE	MORGAN COUNTY RECORDER

WASATCH PEAKS RANCH PLAT 3C

LOCATED IN SOUTH HALF OF SECTION 14 AND THE
NORTH HALF OF SECTION 23,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH



SHEET 7 OF 10	1/28/2025 VARIES 098360005	Kimley»Horn	BS SRV SRV	RECORDED # ______ STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF ______ DATE ______ TIME ______ BOOK ______ PAGE ______ $ ______ FEE MORGAN COUNTY RECORDER

WASATCH PEAKS RANCH PLAT 3C

LOCATED IN SOUTH HALF OF SECTION 14 AND THE
NORTH HALF OF SECTION 23,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH

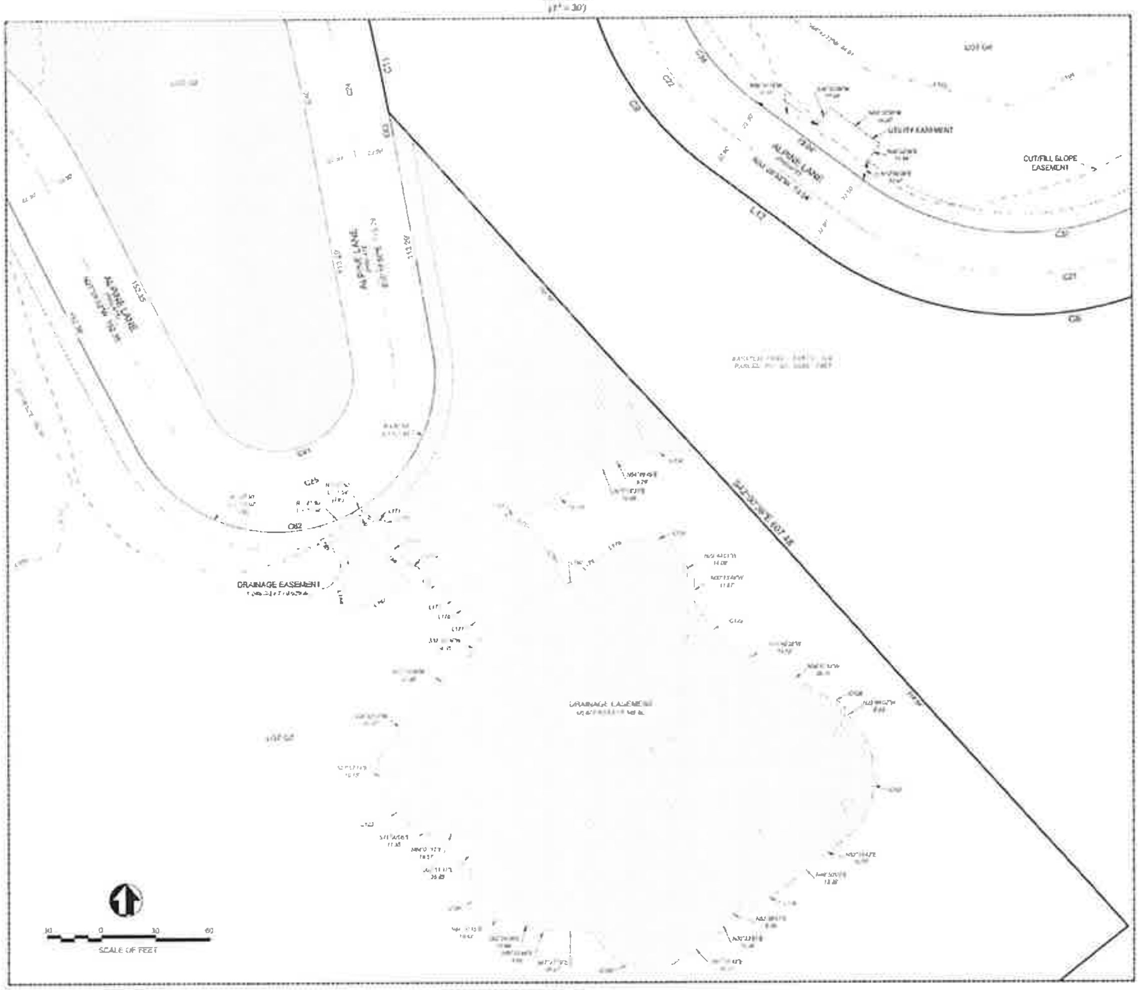
LEGEND

- BOUNDARY LINE
- ADJOINER LINE
- BUILDING ACTIVITY ENVELOPE ("BAE")
- LOT LINE
- CENTERLINE OF ROAD
- ROAD ROW
- UTILITY EASEMENT
- CUT/FILL SLOPE EASEMENT
- BAE TIE LINE

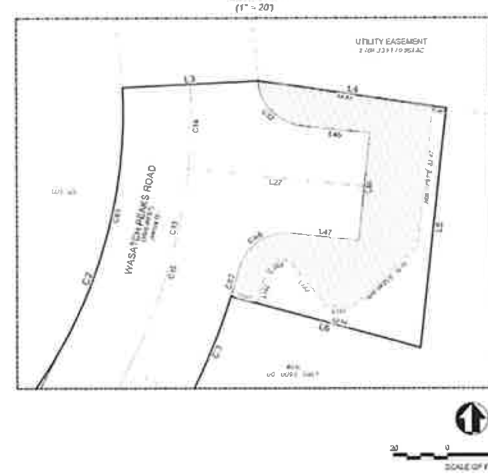
SKI & TRAIL EASEMENT — DRAINAGE EASEMENT — UTILITY EASEMENT (OUTSIDE OF THE 10-FOOT THAT FOLLOWS THE ROAD)

AREAS WHERE THE SKI EASEMENT OVERLAPS WITH OTHER EASEMENTS THE SKI EASEMENT HATCHING IS NOT SHOWN

DETAIL "G"
(1" = 30')



DETAIL "H"
(1" = 20')



DATE 1/28/2025	**Kimley»Horn**	BS	RECORDED #
VARIES	111 East Broadway, Suite 600, Salt Lake City, UT 84111, (385) 212-5176	SRV	STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF
SHEET 8 OF 10 — 096360005		SRV	DATE ____ TIME ____ BOOK ____ PAGE ____
			$ ____ FEE ____ MORGAN COUNTY RECORDER

WASATCH PEAKS RANCH PLAT 3C

LOCATED IN SOUTH HALF OF SECTION 14 AND THE
NORTH HALF OF SECTION 23,
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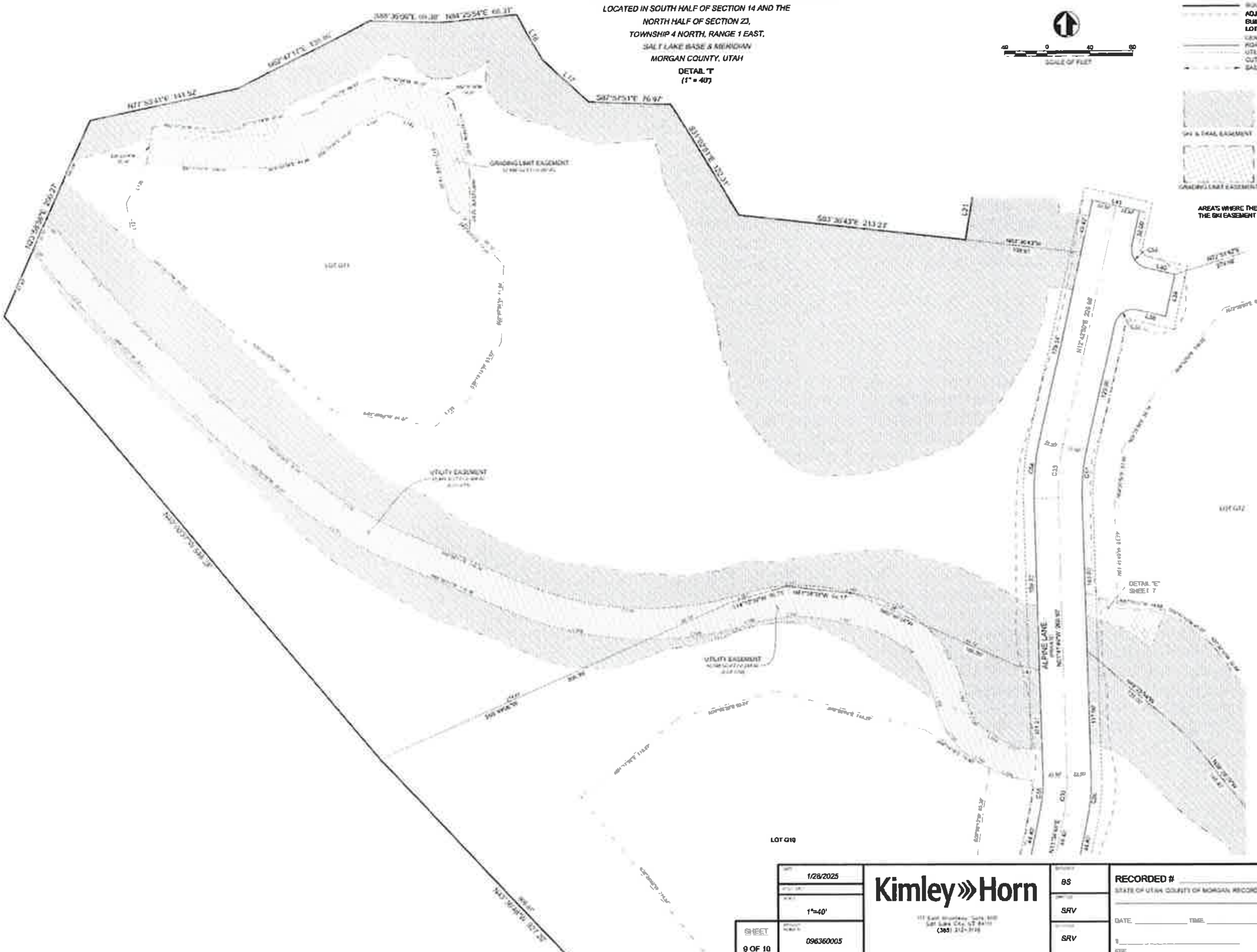
SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH

DETAIL "I"
(1" = 40')



LEGEND

BOUNDARY LINE
ADJOINER LINE
BUILDING ACTIVITY ENVELOPE ("BAE")
LOT LINE
CENTERLINE OF ROAD
ROAD ROW
UTILITY EASEMENT
CUT/FILL SLOPE EASEMENT
SKI TIE LINE

SKI & TRAIL EASEMENT
DRAINAGE EASEMENT
UTILITY EASEMENT (OUTSIDE OF THE 10 FOOT THAT FOLLOWS THE ROAD)
GRADING LIMIT EASEMENT

AREA'S WHERE THE SKI EASEMENT OVERLAPS WITH OTHER EASEMENTS THE SKI EASEMENT HATCHING IS NOT SHOWN.

SCALE OF FEET: 40 0 40 80

SHEET 9 OF 10	1/28/2025	Kimley»Horn	BS	RECORDED #
	1"=40'		SRV	STATE OF UTAH COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF
	096360005		SRV	DATE ______ TIME ______ BOOK ______ PAGE ______
				$ ______ FEE ______ MORGAN COUNTY RECORDER

WASATCH PEAKS RANCH PLAT 3C

LOCATED IN SOUTH HALF OF SECTION 14 AND THE
NORTH HALF OF SECTION 23,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH

WASATCH PEAKS RANCH PLAT 3C AREA CALCULATIONS

TOTALS

NAME	SQ FT	AC	%
BOUNDARY	2,642,265	60.658	100%
LOTS	2,440,972	56.037	92.4%
PARCELS	4,053	0.093	0.1%
ROADS	197,240	4.528	7.5%

ROADS

WASATCH PEAKS ROAD	40,753	0.936
ALPINE LANE	156,487	3.592
TOTAL	197,240	4.528

PARCELS

PARCEL 12	4,053	0.093
TOTAL	4,053	0.093

LOTS

LOT NO	ADDRESS	SQ FT	AC	BAE SQ FT
G6	5490 W ALPINE LANE	369,882	8.491	81,931
G7	5465 W ALPINE LANE	453,560	10.412	65,833
G8	5832 W ALPINE LANE	176,308	4.047	66,303
G9	2172 N ALPINE LANE	147,903	3.395	70,654
G10	2193 N ALPINE LANE	262,330	6.022	83,439
G11	2262 N ALPINE LANE	435,813	10.005	65,675
G12	2272 N ALPINE LANE	328,159	7.533	74,528
G13	2314 N ALPINE LANE	268,217	6.157	66,194
	TOTAL	2,440,972	56.037	

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CH BRG	CH DIST
C1	36.85'	125.00'	16°53'35"	N53°02'42"E	36.72'
C2	145.18'	175.00'	47°31'55"	N28°49'57"E	141.05'
C3	41.14'	225.00'	10°28'36"	S22°50'41"W	41.08'
C4	222.75'	245.00'	52°05'37"	S62°02'08"W	215.16'
C5	77.60'	175.00'	25°24'28"	S11°18'27"E	76.97'
C6	1.87'	125.00'	0°51'25"	N00°58'05"E	1.87'
C7	25.18'	10.00'	144°19'58"	N71°37'37"W	19.04'
C8	303.43'	192.50'	90°18'43"	S81°21'45"W	272.98'
C9	104.87'	172.50'	34°51'53"	N36°02'57"W	103.35'
C10	159.11'	52.50'	173°38'30"	S74°33'44"W	104.84'
C11	52.62'	2022.50'	1°29'26"	S11°30'47"E	52.62'
C12	25.45'	18.00'	81°00'12"	S43°29'07"E	23.38'
C13	108.27'	200.00'	31°00'57"	S12°34'27"W	106.95'
C14	31.40'	200.00'	8°59'48"	S01°33'53"W	31.37'
C15	76.86'	200.00'	22°01'08"	S17°04'22"W	76.39'
C16	245.48'	270.00'	52°05'37"	S62°02'08"W	237.12'
C17	66.52'	150.00'	25°24'28"	S11°18'27"E	65.97'
C18	16.08'	150.00'	6°08'30"	S20°56'26"E	16.07'
C19	50.44'	150.00'	19°15'58"	S08°14'12"E	50.20'
C20	31.35'	50.00'	35°55'26"	S04°10'06"W	30.84'
C21	267.96'	170.00'	90°18'43"	S81°21'45"W	241.07'
C22	91.28'	150.00'	34°51'53"	N36°02'57"W	89.87'
C23	227.30'	75.00'	173°38'30"	S74°33'44"W	149.77'
C24	69.43'	2000.00'	1°59'41"	S11°15'40"E	69.42'
C25	145.03'	85.00'	97°45'54"	S71°17'04"W	128.59'
C26	205.73'	175.00'	67°21'23"	N60°50'34"W	194.08'
C27	142.68'	150.00'	54°30'37"	N67°13'57"W	137.54'
C28	164.21'	250.00'	37°38'07"	N21°07'35"W	161.28'
C29	47.99'	100.00'	27°29'40"	N11°26'18"E	47.53'
C30	50.74'	100.00'	29°04'25"	N10°38'54"E	50.20'
C31	27.00'	100.00'	15°28'04"	N03°50'45"E	26.91'
C32	34.76'	150.00'	13°16'37"	N04°56'29"E	34.68'
C33	50.30'	200.00'	14°24'39"	N05°30'30"E	50.17'
C34	268.22'	295.00'	52°05'37"	S62°02'08"W	259.07'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CH BRG	CH DIST
C35	29.46'	20.00'	84°24'17"	S58°11'26"W	26.87'
C36	30.61'	72.50'	24°11'13"	S48°18'00"W	30.38'
C37	232.50'	147.50'	90°18'43"	S81°21'45"W	209.16'
C38	77.58'	127.50'	34°51'53"	N36°02'57"W	76.39'
C39	295.49'	97.50'	173°38'30"	S74°33'44"W	194.70'
C40	68.84'	1977.50'	1°59'41"	S11°15'40"E	68.84'
C41	120.98'	42.50'	163°05'58"	S71°17'09"W	84.08'
C42	232.16'	197.50'	67°21'23"	N60°50'34"W	219.04'
C43	121.45'	127.50'	54°34'37"	N67°13'57"W	116.91'
C44	28.27'	18.00'	90°00'00"	N05°03'21"E	25.46'
C45	28.27'	18.00'	90°00'00"	N84°56'39"W	25.46'
C46	149.44'	227.50'	37°38'07"	N21°07'35"W	146.76'
C47	37.19'	77.50'	27°29'40"	N11°26'18"E	36.83'
C48	62.16'	122.50'	29°04'25"	N10°38'54"E	61.50'
C49	20.92'	77.50'	15°28'04"	N03°50'45"E	20.86'
C50	39.97'	172.50'	13°16'37"	N04°56'29"E	39.88'
C51	44.64'	177.50'	14°24'39"	N05°30'30"E	44.53'
C52	28.27'	18.00'	90°00'00"	N57°42'50"E	25.46'
C53	28.27'	18.00'	90°00'00"	N32°17'10"W	25.46'
C54	55.96'	222.50'	14°24'39"	S05°30'30"W	55.82'
C55	29.55'	127.50'	13°16'37"	S04°56'29"W	29.48'
C56	33.07'	122.50'	15°28'04"	S03°50'45"W	32.97'
C57	39.33'	77.50'	29°04'25"	S10°38'54"W	38.91'
C58	58.78'	122.50'	27°29'40"	S11°26'18"W	58.22'
C59	178.89'	272.50'	37°38'07"	S21°07'35"E	175.79'
C60	164.31'	172.50'	54°34'37"	S67°13'57"E	158.17'
C61	179.28'	152.50'	67°21'23"	S60°50'34"E	169.13'
C62	249.08'	87.50'	163°05'58"	N71°17'09"E	173.10'
C63	17.79'	2022.50'	0°30'14"	N10°30'57"W	17.79'
C64	50.45'	175.00'	16°30'58"	N36°20'25"E	50.27'
C65	94.73'	175.00'	31°00'57"	N12°34'27"E	93.58'
C66	25.45'	18.00'	81°00'12"	S35°33'41"W	23.38'
C67	10.00'	225.00'	2°32'50"	S16°20'01"W	10.00'
C100	39.76'	50.00'	45°33'41"	S53°38'59"W	38.72'

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CH BRG	CH DIST
C101	34.18'	140.00'	13°59'11"	S83°24'35"W	34.09'
C102	135.96'	207.50'	37°32'30"	N75°45'00"W	133.54'
C103	11.31'	8.00'	81°00'12"	N55°33'41"E	10.39'
C104	48.88'	101.23'	27°40'05"	N72°07'33"W	48.40'
C105	59.05'	76.40'	44°17'58"	N36°07'17"W	57.60'
C106	100.28'	90.00'	63°50'22"	N45°15'29"W	95.17'
C107	68.21'	140.00'	27°54'58"	S49°11'50"W	67.54'
C108	90.72'	330.00'	15°45'06"	S82°06'54"W	90.44'
C109	132.78'	330.00'	23°03'12"	N78°29'22"W	131.88'
C110	122.55'	418.00'	17°07'33"	N58°24'25"W	122.09'
C111	139.29'	1510.00'	5°17'07"	N47°12'05"W	139.24'
C112	106.74'	1010.00'	6°03'20"	N41°31'51"W	106.69'
C113	103.64'	981.00'	6°03'20"	S41°31'51"E	103.63'
C114	136.62'	1481.00'	5°17'07"	S47°12'05"E	136.57'
C115	113.88'	381.00'	17°07'33"	S58°24'25"E	113.46'
C116	203.79'	301.00'	38°47'27"	S86°21'55"E	199.92'
C117	42.34'	161.00'	27°54'58"	N88°11'50"E	41.57'
C118	60.80'	119.00'	29°16'26"	S63°12'28"E	60.14'
C119	71.79'	119.00'	34°33'56"	S31°17'16"E	70.71'
C120	36.68'	47.48'	44°15'58"	S36°07'17"E	35.78'
C121	32.15'	72.77'	25°19'02"	S30°56'20"E	31.89'
C122	26.53'	25.25'	60°11'08"	S31°47'46"E	25.32'
C123	26.73'	62.44'	24°31'52"	S40°59'24"E	26.53'
C124	24.91'	73.77'	19°20'52"	S11°52'03"E	24.79'
C125	52.58'	32.23'	93°31'46"	S46°01'47"E	46.96'
C126	38.16'	83.51'	26°11'10"	N60°41'22"E	37.83'
C127	77.85'	44.77'	99°45'22"	N65°54'12"E	68.38'
C128	12.71'	14.87'	49°12'35"	N40°31'28"W	12.38'
C129	37.44'	75.28'	28°31'10"	N61°45'18"W	37.09'
C130	32.46'	20.28'	91°42'49"	N73°13'30"W	29.18'
C131	48.33'	77.82'	35°57'10"	N56°57'32"E	47.54'
C132	40.75'	197.57'	11°47'34"	N84°39'47"E	40.67'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N43°41'53"E	84.19'
L2	N44°33'54"E	35.28'
L3	N42°53'59"E	56.00'
L4	S41°26'43"E	40.07'
L5	S81°17'57"W	86.49'
L6	N74°56'35"W	72.10'
L7	S24°30'41"E	49.84'
L8	S01°21'47"W	28.57'
L9	N88°36'15"W	50.00'
L10	N01°23'47"E	26.51'
L11	S16°12'31"W	87.66'
L12	N02°26'53"W	73.04'
L13	N18°37'01"W	165.91'
L14	S12°18'30"E	102.79'
L15	N64°25'54"E	68.31'
L16	S29°20'00"E	40.31'
L17	S48°48'12"E	58.90'
L18	S81°57'11"E	78.57'
L19	S31°02'11"E	122.31'
L20	S83°16'43"E	210.23'
L21	N09°24'19"E	194.12'
L22	N06°08'20"E	185.9'
L23	N13°30'40"E	147.58'
L24	N07°45'07"E	121.62'
L25	N11°06'42"E	169.30'
L26	S61°58'30"E	218.14'
L27	N63°56'13"W	65.00'
L28	S24°00'41"E	44.81'
L29	S01°21'47"W	20.51'
L30	S72°07'49"W	29.94'
L31	N02°16'32"W	19.23'
L32	N25°11'08"E	37.54'
L33	N03°33'17"W	45.41'
L34	N11°34'48"E	44.43'
L35	N00°03'21"E	27.00'
L36	N39°56'39"W	40.00'
L37	S00°03'21"W	27.00'
L38	S77°17'10"E	27.00'
L39	N32°42'50"E	40.00'
L40	N77°17'10"W	27.00'
L41	N77°17'12"W	41.00'
L42	N78°47'21"W	22.37'
L43	S36°12'23"W	68.45'
L44	N53°28'53"W	73.04'

LINE TABLE

LINE #	DIRECTION	LENGTH
L45	S83°16'11"E	24.89'
L46	S16°52'41"W	40.00'
L47	N83°56'13"W	24.09'
L100	S30°39'48"E	35.46'
L101	S12°38'57"E	49.87'
L102	S30°11'44"E	65.79'
L103	S48°26'20"E	42.38'
L104	S60°30'30"W	70.78'
L105	N78°28'36"W	83.23'
L106	N44°46'03"E	58.69'
L107	S67°07'21"E	56.70'
L108	S32°28'13"E	63.67'
L109	S52°46'18"E	64.86'
L110	S37°40'59"E	65.18'
L111	S44°00'13"E	65.18'
L112	S10°57'01"W	39.98'
L113	S67°43'34"W	40.98'
L114	N22°31'53"E	39.53'
L115	S50°00'50"W	38.37'
L116	N77°12'18"W	18.89'
L117	N88°18'51"W	43.19'
L118	N39°56'39"W	40.14'
L119	N39°56'39"W	71.59'
L120	N00°32'50"W	44.37'
L121	N11°49'04"W	66.57'
L122	N05°07'03"E	41.54'
L123	N25°11'08"E	37.54'
L124	N11°15'02"E	38.59'
L125	N03°22'50"E	38.59'
L126	N03°33'17"W	45.41'
L127	N61°09'22"E	72.69'
L128	S58°14'16"E	70.50'
L129	N41°47'56"W	47.08'
L130	N34°41'39"W	39.23'
L131	N51°41'26"W	77.05'
L132	N42°58'39"W	77.22'
L133	S02°07'24"W	71.04'
L134	S29°19'35"W	63.82'
L135	S51°22'00"W	39.10'
L136	N41°40'58"W	54.22'
L137	N09°36'17"W	40.47'
L138	N24°36'00"E	41.84'
L139	N78°03'59"E	49.96'
L140	N52°34'06"E	44.37'

LINE TABLE

LINE #	DIRECTION	LENGTH
L141	N47°12'16"E	37.40'
L142	S44°34'51"E	43.82'
L143	S12°14'24"E	74.30'
L144	S42°49'03"E	74.54'
L145	N04°41'49"W	91.77'
L146	N09°26'50"E	51.96'
L147	N29°35'58"E	56.74'
L148	N72°33'00"E	68.87'
L149	S85°52'49"W	77.09'
L150	S66°54'07"E	49.50'
L151	N14°16'43"E	10.00'
L152	S40°10'51"E	21.43'
L153	S66°34'13"E	9.54'
L154	N58°14'16"W	16.15'
L155	N88°00'18"W	12.84'
L156	N17°50'40"W	30.25'
L157	S74°16'21"W	12.36'
L158	N38°30'12"W	8.67'
L159	S38°30'12"E	23.37'
L160	N74°16'21"E	12.36'
L161	S17°50'40"E	30.25'
L162	S14°00'18"E	12.84'
L163	S58°14'16"E	16.15'
L164	S28°40'09"E	22.40'
L165	S07°50'01"E	28.73'
L166	N64°20'02"E	38.64'
L167	N43°49'56"W	32.25'
L168	N28°54'31"W	17.88'
L169	S33°50'42"E	10.00'
L170	S67°35'50"E	5.33'
L171	S23°52'43"E	3.55'
L172	S10°20'04"E	2.63'
L173	S46°56'42"E	22.87'
L174	S00°10'52"E	6.03'
L175	S36°54'33"E	6.58'
L176	S54°56'00"E	13.64'
L177	S62°26'34"W	17.72'
L178	S46°27'56"W	18.60'
L179	S31°56'29"W	6.00'
L180	N26°18'42"W	30.37'
L181	N58°41'22"W	21.64'
L182	S66°57'16"E	6.47'

DATE	1/28/2025
SCALE	NA
PROJECT NUMBER	096360005
DESIGNED	BS
DRAWN	SRV
CHECKED	SRV

SHEET
10 OF 10

Kimley»Horn
111 East Broadway, Suite 600
Salt Lake City, UT 84111
(385) 212-3136

RECORDED # ____________
STATE OF UTAH, COUNTY OF MORGAN, RECORDED AND FILED AT THE REQUEST OF ____________
DATE ________ TIME ________ BOOK ________ PAGE ________
$ ________
FEE
____
MORGAN COUNTY RECORDER

Exhibit B

Financial Guarantee Estimate
March 24, 2025

WASATCH CIVIL
Consulting Engineering

PROJECT TITLE:

Wasatch Peaks Subdivision - Plat 3C
Morgan County

Developer: Wasatch Peaks Ranch, LLC

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Quantity Completed Before Escrow	Amount Completed Before Escrow	Escrow Amount
Roadway								
1	Ditches/Grading/Subgrade Prep.	6,352	L.F.	$ 50.00	$ 317,600.00			$ 317,600.00
2	Roadbase	112,100	S.F.	$ 0.95	$ 106,495.00			$ 106,495.00
3	HMA (5" Thick)	112,100	S.F.	$ 4.50	$ 504,450.00			$ 504,450.00
4	Seal Coat	112,100	S.F.	$ 0.50	$ 56,050.00			$ 56,050.00
5	Guardrail	3,900	L.F.	$ 80.00	$ 312,000.00			$ 312,000.00
Sanitary Sewer								
6	2" Dia. HDPE Sewer Pipe	3,495	L.F.	$ 80.00	$ 279,600.00			$ 279,600.00
7	Sewer Service Laterals	8	Each	$ 2,400.00	$ 19,200.00			$ 19,200.00
8	LPSS Manhole Cleanout Station	4	Each	$ 12,000.00	$ 48,000.00			$ 48,000.00
9	E-One ARV Assembly	5	Each	$ 16,000.00	$ 80,000.00			$ 80,000.00
10	Video Inspection and Cleaning	3,495	L.F.	$ 3.00	$ 10,485.00			$ 10,485.00
Storm Drain								
11	12" Dia. HDPE Stormdrain Pipe	8	L.F.	$ 95.00	$ 760.00			$ 760.00
12	18" Dia. HDPE Stormdrain Pipe	413	L.F.	$ 133.00	$ 54,929.00			$ 54,929.00
13	24" Dia. HDPE Stormdrain Pipe	265	L.F.	$ 156.00	$ 41,340.00			$ 41,340.00
14	FES 18"	5	Each	$ 2,000.00	$ 10,000.00			$ 10,000.00
15	FES 24"	3	Each	$ 2,000.00	$ 6,000.00			$ 6,000.00
16	Stormdrain Manholes	1	Each	$ 11,000.00	$ 11,000.00			$ 11,000.00
17	Single SD Inlet	6	Each	$ 9,227.00	$ 55,362.00			$ 55,362.00
18	Double SD Inlet	2	Each	$ 18,454.00	$ 36,908.00			$ 36,908.00
20	Detention Ponds	2	Each	$ 40,000.00	$ 80,000.00			$ 80,000.00
21	Riprap Outfall	19	Each	$ 4,700.00	$ 89,300.00			$ 89,300.00
Culinary Water - Single Family								
22	10" Dia. HDPE Pipe	7,564	L.F.	$ 100.00	$ 756,400.00			$ 756,400.00
23	12" Dia. HDPE Pipe	1,679	L.F.	$ 120.00	$ 201,480.00			$ 201,480.00
24	Fire Hydrant Assemblies	9	Each	$ 11,750.00	$ 105,750.00			$ 105,750.00
25	Water Service	8	Each	$ 4,200.00	$ 33,600.00			$ 33,600.00
26	ARV Assembly	2	Each	$ 12,000.00	$ 24,000.00			$ 24,000.00
27	PRV Vault	1	Each	$ 100,000.00	$ 100,000.00			$ 100,000.00
28	BOV Assembly	1	L.F.	$ 8,500.00	$ 8,500.00			$ 8,500.00
29	Disinfection and Testing	1	L.S.	$ 17,500.00	$ 17,500.00			$ 17,500.00
	Sub-total				$ 3,366,709.00			$ 3,366,709.00
	10% Guarantee				$ 336,670.90			$ 336,670.90
	TOTAL				$ 3,703,379.90			$ 3,703,379.90

Engineer's Approval: John Bjerregaard   Date: 3/24/25

Procurement Policy

WPR Road and Fire District
Purchasing and Procurement Policy

Last Updated: May 2025

1. Policy Overview

This Purchasing and Procurement Policy ("Policy") establishes the standards and procedures by which the WPR Road and Fire District ("District") conducts its procurement of goods, services, and capital improvements, and disposes of surplus property. The goals of this Policy are to ensure transparency, fiscal responsibility, fairness in contracting, and compliance with applicable state and federal laws. All expenditures must support District operations and align with its approved annual budget or other governing authorizations. This Policy applies to all procurement activities of the District unless otherwise expressly exempted herein.

2. Procurement Authority

The District is a procurement unit with independent procurement authority pursuant to Utah Code §§ 63G-6a-103(39) and -106. The District has adopted these procurement rules in accordance with the Utah Procurement Code (Title 63G, Chapter 6a of the Utah Code) and Utah Administrative Rule R33. All procurement shall be conducted in a manner that is consistent with all applicable laws, including but not limited to the Utah Procurement Code and Utah Administrative Rule R33.

3. Definitions

The definitions of terms set forth in Utah Code § 63G-6a-103, as they may be amended from time-to-time are, to the extent applicable to this Policy and the activities of the District, incorporated herein by this reference.

4. Purchasing Procedures and Thresholds

The District Board of Trustees ("Board") retains ultimate authority over all expenditures and shall review and ratify all purchases at regularly scheduled meetings. No purchase shall be deemed final or payable unless ratified by the Board and in conformance with this Policy and state law. All purchases must be made through a valid purchase order, contract, or other approved agreement. Employees shall not make purchases outside of these processes unless specifically authorized in writing by the Board.

Procurement activities are governed by the following thresholds:

Procurement Type	Informal Threshold	Informal Method	Formal Threshold	Formal Method
Goods, Equipment, Supplies, Materials	More than or equal to $10,000	3 Quotes	More than or equal to $50,000	ITB
Professional & Design Services	Less than $100,000	N/A	More than or equal to $100,000	RFP/RFQ
Subscriptions, Equipment Leases	Less than $50,000	N/A	More than or equal to $50,000	RFP
Construction/ Public Works Projects	Less than $100,000	N/A	More than or equal to $100,000	ITB/RFP/RFQ

Cancellation of any solicitation by the District shall be made in writing and shall be maintained as part of the public records of the District for at least one year. Rejection of any solicitation response shall be made to the vendor in writing and include a statement of reasons for the objection.

5. Public Notice

Public notice of solicitation, including invitation for bids, request for proposals, or request for statement of qualifications, shall be issued in accordance with Utah Code § 63G-6a-112.

6. Procurement Exceptions

Certain procurements are exempt from the competitive bid process, including:

- **State Cooperative Contracts:** The District may purchase goods or services from vendors with whom the State of Utah has established a valid purchasing contract. These purchases are deemed to satisfy procurement requirements.
- **Sole Source Procurements:** If a good or service is available from only one known source, or where compatibility or transitional cost considerations justify exemption, the Board may approve a sole-source procurement upon receiving documentation demonstrating necessity.
- **Emergency Purchases:** In cases of unforeseen circumstances that threaten life, property, or critical services, the Board or its designee may authorize emergency procurements. Such purchases must be reported to the Board at the next regular meeting.

- **State and Federal Funds:** Procurements involving the expenditure of state or federal assistance funds shall comply with all applicable state and federal laws and regulations.
- **Real Property Acquisitions:** This Policy does not apply to the purchase or acquisition of real property.
- **Grants, Gifts, and Bequests:** The District may comply with the terms and conditions of any grant, gift, or bequest, provided such compliance is consistent with applicable law.

7. Design Professional Services

The District may establish criteria in a Request for Qualifications or Request for Proposals by which the qualifications of a design professional will be evaluated as provided by Utah Code § 63G-6a-1502.5. The District shall follow all requirements of Utah Code § 63G-6a-1501 et seq. in securing design professional services, including appointing an evaluation committee of at least three members.

8. Prohibited Practices and Ethical Compliance

District trustees, officers, employees, and agents involved in procurement shall adhere to the highest standards of ethical conduct and comply with the Utah Public Officers' and Employees' Ethics Act (Title 67, Chapter 1 of the Utah Code) and applicable provisions of the Utah Procurement Code. The following practices are strictly prohibited:

- **Procurement Splitting:** Deliberately dividing purchases to avoid applicable thresholds or Board oversight.
- **Kickbacks or Gratuities:** Accepting or offering gifts, money, or favors intended to influence procurement decisions.
- **Conflicts of Interest:** Participating in procurement decisions where a financial or personal interest exists without full disclosure and recusal.
- **Unauthorized Contract Types:** Use of cost-plus-a-percentage-of-cost contracts is prohibited.

Violations may result in disciplinary action, including termination, reimbursement of misused funds, and criminal prosecution where applicable.

9. District Charge Cards

Charge Cards may be issued to authorized District representatives solely for official business purposes. All purchases must comply with District policy and be supported by itemized receipts. Personal use of a Charge Card is strictly prohibited, even with intent to reimburse the District. Cardholders are responsible for the security of the card and for promptly reporting any loss or unauthorized use. Failure to comply with these requirements may result in revocation of card privileges, disciplinary action, or prosecution.

10. Capital Purchases and Budget Compliance

Purchases of capital items must align with specific budget allocations. If a purchase exceeds the individual budget line but remains within the total approved capital budget, no further Board approval is required. However, if the purchase causes the overall capital budget to be exceeded, prior approval by the Board is mandatory.

11. Recordkeeping and Documentation

For all procurement activity, including quotes, bids, proposals, and awards, the District shall maintain records that clearly identify:

- Vendor and contact person;
- Description of goods or services;
- Terms and pricing;
- Final agreement or purchase order;
- Board action taken.

These records shall be retained in accordance with state records retention schedules and made available for public inspection upon request, subject to applicable exemptions.

12. Surplus Property Disposal

Disposal of District-owned property must be transparent, documented, and approved by the Board. Prior to disposal, a Surplus Property Disposal Form must be completed, detailing the item, estimated value, disposal method, and justification. District vehicles must be stripped of plates, logos, and emergency equipment prior to sale or trade-in. Property with an estimated value under $250 may be sold directly to employees or donated to a nonprofit entity, provided the cost of public sale would exceed expected proceeds. Higher-value items must be disposed of through auction, competitive sale, or another method approved by the Board.

13. Contractor Contact Information

In accordance with Utah Code 35A-2-203 & 63G-6a-107.7, each contract and request for proposal issued by the District shall include a clause requiring that the winning contractor's contact information will be made available to the Department of Workforce Services.

Wasatch Peaks Ranch Club Master Services Agreement

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("**Agreement**") is made and entered into effective this 20th day of May, 2025 ("**Effective Date**"), by and between WPR Road and Fire District, a Utah special district ("**District**") and Wasatch Peaks Ranch Club, LLC, a Utah limited liability company ("**WPR**"). District and WPR are at times referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, pursuant to the provisions of Utah Code Annotated Section 17B-1-103(2)(l), the District is authorized to enter into contracts that the Board of Trustees ("**Board**") deems necessary, convenient, or desirable to carry out the purposes of the District;

WHEREAS, the District and WPR previously entered into that certain Billing Services Agreement dated August 22, 2024 ("**Billing Agreement**"), and the Board has determined that it is necessary, convenient, and in the best interests of the District, as a start-up district, to expand the scope of services to be provided by WPR;

WHEREAS, the Parties now desire to terminate the Billing Agreement as of the Effective Date and enter into this Agreement in its place, pursuant to which WPR shall provide various services for and on behalf of the District, all as more particularly set forth herein and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, District and WPR agree as follows:

1. CONTRACT TERM

A. The term of this Agreement shall commence on the Effective Date and continue until terminated as set forth in Section 6 herein ("**Term**").

2. SERVICES TO BE PROVIDED

A. The Parties acknowledge that the customers of the District, to whom District services are being provided, are also members of WPR. As such, it is agreed that it is in the best interest of the District to appoint WPR to perform various billing, accounting, general administrative, and other services for and on behalf of the District. During the Term of this Agreement and at the direction of the District, WPR shall perform or cause to be performed the following services ("**Base Services**"):

(1) **Accounting:** WPR shall maintain all accounts in accordance with the District-approved budget. As part of the Base Services, WPR shall:

- Maintain accounting records in accordance with the accounting principles set by the Governmental Accounting Standards Board and industry standards;

- Prepare and distribute to the Board financial statements, including profit and loss reports, balance sheets, income statements, and cash flow statements;
- Reconcile all bank and other financial institution statements and provide copies of reconciliations with the financial statements provided to the Board;
- Make an accounting to the District of all receipts and expenditures;
- Work in conjunction with an accountant approved by the District to prepare tax forms, reports, and returns required by law to be filed by the District;
- Assist auditors and reviewers by providing all requested documentation, financial statements, reconciliations, and reports, and post any adjusting entries or edits requested by auditors.

All records, books, and accounts of the District shall be the property of the District and subject to inspection by the District at reasonable hours upon reasonable notice.

(2) **Billing:** WPR shall be responsible for levying and assisting in the collection of all District fees and other accounts receivable. This includes all related charges such as interest, costs, late charges, and attorney's fees, for the benefit of the District. As part of the Base Services, WPR will:

- Track all fees and payments due to the District;
- Prepare billing statements, delinquent notices, and late charge assessments for all accounts receivable;
- Process automated clearing house ("**ACH**") debits and other electronic or automatic payments for assessments and accounts receivable;
- Provide reports regarding aged delinquency, monthly transactions, payment history, and the owner roster, along with any other requested reports related to accounts receivable;
- Establish a separate checking account or accounts for the deposit and protection of assessments, accounts receivable, and other District funds.

(3) **Budgeting:** WPR shall prepare and submit to the District, on an annual basis, a proposed operating and capital budget that identifies the anticipated expenses of the District for the applicable fiscal year. Such budget shall be subject to review, modification, and approval by the District. WPR shall cooperate with the District's designated representatives during the budget development process and provide supporting documentation as reasonably requested.

(4) **Collections:** Subject to the provisions of the District's policies and procedures and applicable laws and regulations, as part of the Base Services, WPR is authorized to take reasonable and lawful steps for collection of delinquent accounts, including:

- Preparation of delinquency notices;
- Assessing late charges and delinquent processing charges, along with other charges for the collection of lien fees reflective of the costs of collection, accounting, payment plan monitoring and legal proceedings;
- Administration of payment plans;
- In the event the District elects to retain an outside collection agency,

reparation of account for delivery to such outside collection agency (including without limitation turnover of required account information and collection forms, bank lockbox shutdown and reactivation after a collection is closed, handling of payments during collection or foreclosure and payment/charge history reports); and

- Processing of bankruptcy payments and lien fees.

(5) **Contractors:** On behalf of the District, WPR shall assist in retaining necessary third-party contractors to accomplish the management, maintenance, and operational responsibilities of the District. All contracts for services provided by third party contractors to the District must be directly between the District and the contractor WPR shall act solely as the District's agent in negotiating and maintaining such contracts and shall not be the contracting party. WPR shall not be required to make any cost advances for District nor shall WPR be required to pay any expenses for District; however, if any such advances are made or expenses paid by WPR, District shall reimburse WPR promptly upon demand.

(6) **Deposits:** WPR shall be responsible for promptly depositing all receipts from whatever source in a financial institution or institutions insured by an agency of the federal government in an account or accounts not co-mingled with any other party, established and maintained in a manner to indicate the custodial nature thereof, with authority to disburse any liabilities or obligations to the approved budget or valid resolution of the Board and for the payment of the Base Fee and Additional Service Fees. Such funds may be temporarily deposited into a third-party account when necessary to fulfill WPR's duties under this Agreement, but must be promptly transferred to the District's account as soon as reasonably practicable.

(7) **Disbursements:** From the funds collected and deposited in the District, WPR shall regularly and punctually disburse all amounts specified in any approved budget. Disbursements shall be made only from District funds, in accordance with the terms of the District's policies and procedures, and for accounts payable and other liabilities incurred on behalf of the District. In completing the disbursement activities, WPR shall:

- Utilize industry best practices for fraud control systems for the protection of District funds;
- Prepare disbursement checks and electronic transfers;
- Track all invoices, expenses, and charges to the District; and
- Prepare and provide to the Board a paid and unpaid claims report, for review and approval.

After disbursements are made in the order specified, any remaining balance in the District account may only be disbursed or transferred as specifically directed by the Board.

(8) **Employees:** WPR shall hire, supervise, and discharge all of its own employees required for the performance of WPR's duties under this Agreement. All such employees shall be employees for WPR and not District, and WPR shall be responsible for the performance of all duties and responsibilities of an employer with respect to such employee.

B. Obligations, costs, or expenses incurred by WPR on behalf of District in accordance with this Agreement shall be paid by District; provided, however, the expenses incurred shall not exceed the approved budget, unless specifically authorized by the Board. In the event the Board does not authorize the budget to be exceeded, District and WPR agree to use their best efforts to agree on what services will be modified or eliminated. Further, in the event the Board does not authorize the budget to be exceeded, nothing in this Agreement shall be construed as obligating WPR to provide any services the cost of which will exceed the budget.

C. In the course of performing services on behalf of the District, employees of WPR are authorized to use District-owned equipment, vehicles, tools, and other resources, provided such use is directly related to the performance of District operations and responsibilities assigned under this Agreement.

D. WPR shall perform its duties and obligations under this Agreement using reasonable care and in accordance with this Agreement and generally accepted industry standards and consistent with applicable laws, statutes, ordinances, rules, regulations, orders and permits of all governmental agencies.

E. WPR shall not perform any services (i) which would be contrary to the terms of this Agreement or applicable laws; (ii) any services that would involve transactions or services outside the expertise or knowledge of WPR or WPR's agents; or (iii) any transactions or services which are not set forth in this Agreement and not otherwise mutually agreed upon by the Parties as permitted Additional Services.

F. The specific scope of services to be provided by WPR as specified above may be amended by mutual consent of the Parties.

3. ADDITIONAL SERVICES. From time to time, WPR may be requested by the District to perform services beyond the Base Services covered by the Base Fee. "**Additional Services**" are those that: (i) are not Base Services; (ii) are not due to WPR error or oversight; and (iii) are approved in writing by the District before commencement. Any service not expressly identified as a Base Service in this Agreement shall be considered an Additional Service.

4. FEES.

A. During the Term hereof, WPR shall be paid a monthly fixed fee ("**Base Fee**") as mutually agreed upon by the Parties for the Base Services set forth in Section 2, payable on the first day of each calendar month. Annual increases in the Base Fee will be determined by the Board and WPR at the beginning of each financial year, or at such other times as are agreeable to the Parties. The District shall be solely responsible for the payment of all third-party obligations, costs, and expenses incurred by WPR on behalf of the District, in accordance with the terms and conditions set forth in this Agreement

B. For all matters for which WPR provides Additional Services outside the scope of this Agreement, such amounts shall be billed to District pursuant to the rates mutually agreed upon by WPR and District, as may be amended from time to time ("**Additional Service Fees**"). Invoices for Additional Services, whether from contractors or WPR, must include supporting documentation and a detailed descriptions of the services provided.

5. INSURANCE.

A. WPR shall at WPR's sole cost and expense, maintain the following insurance coverage throughout the Term of this Agreement:

(1) Commercial General Liability Insurance, with combined single limits of at least $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggerate liability of at least $2,000,000 for bodily injury and/or property damage;

(2) Workers' Compensation Insurance in the statutory required amount, covering all of WPR's employees;

(3) Automotive Liability Insurance with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage; and

(4) Errors and Omissions insurance coverage with limits of $1,000,000 per occurrence.

B. The District will maintain at its sole expense policies of comprehensive general liability, directors and officers, worker's compensation, and property insurance in accordance with the applicable laws.

6. TERMINATION, DEFAULT, AND REMEDIES.

A. District may terminate this Agreement upon written notice to WPR if WPR has breached this Agreement, and such breach is not cured within ten (10) days after receipt of written notice thereof specifying with reasonable particularity the nature of the breach and the curative action required ("**Default Notice**") or such long a time as may be necessary to cure such breach so long as such curative action is diligently pursued within the ten (10) day notice period.

B. If District fails to pay WPR the fees set forth in Section 4 of this Agreement or fails to reimburse WPR for any expenses incurred by WPR for the account of District within ten (10) business days following the date on which payment is due, or if District defaults under any other obligations contained in this Agreement, WPR may exercise any one or more of the following remedies: (i) Terminate this Agreement upon thirty (30) business days' prior written notice to District; (ii) seek specific performance of this Agreement; or (iii) perform on behalf of District and be entitled to interest at the annual rate of Eighteen Percent (18%) on all expenditures from the date of payment until repaid.

C. Either Party may elect to terminate this Agreement without cause by giving written notice of termination to the other Party thirty (30) days in advance of the effective date of termination.

D. Upon the expiration or earlier termination of this Agreement, WPR shall, within thirty (30) days after such expiration or termination, deliver to District: (i) all books and records of the

District; (ii) an itemized statement of the amount due from District as of the date of the expiration or termination of this Agreement; and (iii) all bank records with respect to bank accounts of District on which WPR was a signatory or over which WPR otherwise had possession or control. WPR, at its expense, shall have the right to duplicate any records provided to District.

7. LIMITATIONS OF LIABILITY. WPR shall not be liable under or by reason of this Agreement either directly or indirectly for (i) any accident, injury, breakage or damage to any machinery or property, unless such damage is directly attributable to the action of WPR or of any of its employees; (ii) the work of any third party independent contractor or laborer; (iii) any failure to perform its duties herein provided when such is caused by fire, flood, strikes, acts of civil or military authorities, insurrection or riot, or by any other cause which is unavoidable or beyond the control of WPR. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. WPR'S AGGREGATE LIABILITY FOR ANY DAMAGE CAUSED BY ITS PROVISION OF SERVICES HEREUNDER OR OTHERWISE BY IT ACTS OR OMISSIONS SHALL NOT EXCEED, IN RESPECT OF ANY CLAIM ARISING OUT OF A SINGLE EVENT OR A SERIES OF CONNECTED EVENTS, THE AGGREGATE BASE FEE AMOUNT PAYABLE BY DISTRICT TO WPR DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE CAUSATION OF ANY DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY HOWEVER THE LOSS OR DAMAGE IS CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, BREACH OF CONTRACT, DELAY OF PERFORMANCE, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT SUCH LOSS WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

8. INDEMNIFICATION.

A. District shall indemnify, defend and hold harmless WPR, its parent companies, subsidiaries, affiliates, officers, directors, partners, members, managers, employees contractors, agents, and representatives (collectively the "**WPR Indemnified Parties**") for all losses, damages, injuries, liabilities, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from District's acts or omissions; (ii) District's breach of any representation, warranty or obligation under this Agreement; and (iii) District's negligent acts, negligent omissions, or willful misconduct in the performance of this Agreement. Notwithstanding the foregoing, District's obligation to indemnify, defend, and hold harmless the WPR Indemnified Parties shall not extend to and in no event will District be liable for any negligence or willful misconduct of a WPR Indemnified Party.

B. WPR shall indemnify, defend and hold harmless the District, its trustees, officers, directors, managers, employees, contractors, agents, and representatives (collectively the "**District indemnified Parties**") for all losses, damages, injuries, liabilities, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from WPR's acts or omissions; (ii) WPR's breach of any representation, warranty or obligation under this Agreement; and

(iii) WPR's gross negligence or willful misconduct in the performance of this Agreement. Notwithstanding the foregoing, WPR's obligation to indemnify, defend, and hold harmless the District Indemnified Parties shall not extend to and in no event will WPR be liable for any negligence or willful misconduct of a District Indemnified Party.

9. ARBITRATION AND ATTORNEYS' FEES. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration pursuant to Utah Code § 78B-11-101 *et seq.*, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that there shall be one arbitrator for any dispute, and in the event the Parties cannot agree on an arbitrator, one shall be appointed by the court as set forth in Utah Code § 78B-11-112. A demand for arbitration shall be made within the time limits of the applicable statute of limitations that would apply to the filing of a legal or equitable proceeding. The arbitrator shall award reasonable attorney fees and other reasonable costs of arbitration to the prevailing party in such arbitration. In the event that District or WPR shall institute a lawsuit proceeding to enforce any rights pursuant to this Agreement, then the prevailing party in such litigation shall receive an award of its reasonable attorney's fees and costs. Further, in the event of any litigation brought by a third party against WPR or District, which results in a counterclaim between WPR and District that pertains in any way to this Agreement, the prevailing party in such counterclaim shall receive an award of its reasonable attorney's fees and costs.

10. SURVIVAL. The rights and obligations set forth in Sections 7, 8, and 9 and any other right or obligation in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

11. ENTIRE AGREEMENT; AMENDMENT. This Agreement is the entire agreement between the Parties covering the subject matter of this Agreement. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement or in effect between the Parties. No change or addition may be made to this Agreement except by a written agreement executed by the Parties, and the Parties may not waive this requirement of a writing.

12. BINDING EFFECT. This Agreement inures to the benefit of and is binding upon the parties hereto, and their respective successors and assigns.

13. NOTICES. All notices to be given by either Party to the other shall be in writing and shall be served by personal delivery or by depositing such notice in the United States Postal Service, postage prepaid, addressed and directed to the Party to receive the same at the following addresses:

If to WPR:
Tiger Shaw
36 South State Street, Suite 500
Salt Lake City, UT 84111

If to District:
Gary Derck
36 South State Street, Suite 500
Salt Lake City, UT 84111

Notice shall be deemed given on the date actually received or, if mailed as set forth herein, notice shall be deemed given three business days after mailing. Either party may designate a different person or entity or place at which notices shall subsequently be sent by written notice given pursuant to this Section.

14. ASSIGNMENT. WPR may assign this Agreement to a subsidiary entity controlled by WPR or its principals. WPR may assign this Agreement to a third party only upon the written approval of District and if assignee agrees in writing with District to assume and perform the terms and covenants of this Agreement, whereupon WPR will thereupon be released from WPR's obligations under this Agreement.

15. BENEFIT. None of the provisions of this Agreement shall be for the benefit of or enforceable by persons not parties hereto.

16. RELATIONSHIP OF PARTIES. It is hereby understood and agreed that at all times during the terms of this Agreement the following shall apply: (i) all work and acts of WPR shall be performed as an independent contractor and not as an agent, officer, employee of the District, and that this Agreement is not intended to, and shall not be construed so as to create any partnership, joint venture or relationship other than that of a client and independent contractor; (ii) WPR may provide services to others during the same period service is being provided to the District under this Agreement, subject to WPR's faithful performance of its obligations hereunder; (iii) WPR shall have no claim against the District for employee rights or benefits whatsoever; (iv) WPR is not subject to the direction and control of the District except as to the final result of the services contracted for under this Agreement; (v) WPR shall be obligated to pay all applicable taxes, deductions and other obligation, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, and unemployment, disability and worker's compensation insurance with respect to the fees paid by the District for WPR's services hereunder; (vi) all employees of WPR and any third persons employed by WPR in providing the services hereunder shall be entirely and exclusively under the direction, supervision and control of WPR, and all terms of employment, including hours, wages, working conditions, discipline, hiring, discharge and any and all other terms of employment or requirements of law pertaining thereto shall be the sole responsibility of and be determined solely by WPR, and not the District.

17. RULES OF CONSTRUCTION. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Agreement. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision. The captions used in this Agreement are for convenience and reference only, and shall not be held to explain, modify, amplify, or aid in the interpretation or construction of any provision of this Agreement. Both Parties have had an opportunity to review this Agreement with counsel and to negotiate the terms hereof. Therefore, this Agreement shall not be interpreted for or against any party as a result of which party drafted it.

18. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall constitute the same agreement.

In Witness Whereof, WPR and District have executed this Agreement on the date set forth above.

WASATCH PEAKS RANCH CLUB, LLC

By:__________________________________
Gale (Tiger) Shaw, CEO

WPR ROAD AND FIRE DISTRICT

By:__________________________________
Gary Derck, Chairman

WPR Development Company Master Services Agreement

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("**Agreement**") is made and entered into effective this 20th day of May, 2025 ("**Effective Date**"), by and between WPR Road and Fire District, a Utah special district ("**District**") and WPR Development Company, LLC, a Delaware limited liability company ("**WPR**"). District and WPR are at times referred to herein individually as a "**Party**" and collectively as the "**Parties**".

<u>RECITALS</u>

WHEREAS, pursuant to the provisions of Utah Code Annotated Section 17B-1-103(2)(l), the District is authorized to enter into contracts that the Board of Trustees ("**Board**") deems necessary, convenient, or desirable to carry out the purposes of the District;

WHEREAS, the Parties now desire to enter into this Agreement, pursuant to which WPR shall provide various services for and on behalf of the District, all as more particularly set forth herein and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, District and WPR agree as follows:

1. CONTRACT TERM

A. The term of this Agreement shall commence on the Effective Date and continue until terminated as set forth in Section 6 herein ("**Term**").

2. SERVICES TO BE PROVIDED

A. The Parties acknowledge that the customers of the District, to whom District services are being provided, are also members of WPR. As such, it is agreed that it is in the best interest of the District to appoint WPR to perform various billing, accounting, general administrative, and other services for and on behalf of the District. During the Term of this Agreement and at the direction of the District, WPR shall perform or cause to be performed the following services ("**Base Services**"):

(1) **<u>Board Meeting Support:</u>** WPR shall coordinate and support meetings of the Board, including attending such meetings. WPR shall be responsible for preparing and distributing meeting agendas and informational materials as requested by the District, drafting meeting minutes for Board approval when assigned, and preparing and posting notices as required under applicable law in connection with such meetings.

(2) **<u>Communications</u>**: At the request of the District, WPR shall assist with or lead communications and coordination efforts with the general public and with municipal, county, and state governmental entities on behalf of the District, including the transmittal of notices, responses to inquiries, and participation in interagency discussions as may be directed by the Board. WPR shall also be responsible for preparing, posting, and managing public notices as required by applicable law or as otherwise directed by the District, and for

administering and updating the District's public websites to ensure the timely dissemination of information and compliance with public transparency requirements.

(3) **Contractors:** On behalf of the District, WPR shall assist in retaining necessary third-party contractors to accomplish the management, maintenance, and operational responsibilities of the District. All contracts for services provided by third party contractors to the District must be directly between the District and the contractor WPR shall act solely as the District's agent in negotiating and maintaining such contracts and shall not be the contracting party. WPR shall not be required to make any cost advances for District nor shall WPR be required to pay any expenses for District; however, if any such advances are made or expenses paid by WPR, District shall reimburse WPR promptly upon demand.

(4) **Employees:** WPR shall hire, supervise, and discharge all of its own employees required for the performance of WPR's duties under this Agreement. All such employees shall be employees for WPR and not District, and WPR shall be responsible for the performance of all duties and responsibilities of an employer with respect to such employee.

(5) **Equipment & Facilities:** WPR will assist in managing District-owned facilities, equipment, and infrastructure, ensuring maintenance needs are addressed and that operations are aligned with the District's goals and service expectations.

(6) **General Administrative Services:** WPR shall provide general administrative support services to the District as directed by the Board. Such services shall include, without limitation, maintaining official District records; managing correspondence; preparing meeting materials and minutes; ensuring, in collaboration with District legal counsel, that contractors and subcontractors maintain required insurance coverage; overseeing the administration of District rules and regulations; supervising project vendors and consultants as assigned; and coordinating with legal, accounting, engineering, auditing, and other consultants retained by the District. WPR shall not provide legal services.

(7) **Insurance:** WPR shall coordinate the administration of the District's insurance program, including the preparation of applications, comparison of coverage options, processing of claims, and coordination of policy renewals and updates for Board approval. WPR shall work directly with the District's insurance providers to ensure adequate coverage is maintained, including but not limited to property, automobile liability, and general liability insurance, as well as any additional coverage the District may require. Unless otherwise directed in writing by the District, WPR shall maintain the insurance coverages in effect as of the Effective Date of this Agreement.

(8) **Operational Oversight and Management:** WPR shall manage the District's day-to-day operations. This includes coordinating seasonal and weather-dependent operations, maintaining service quality, ensuring timely response to operational needs, and facilitating communication with contractors, staff, and other service providers engaged in support of District functions.

(9) **Strategic Leadership and Planning:** WPR shall provide leadership and guidance to the District in connection with both daily operational needs and long-range planning initiatives. This includes assisting in the development and execution of annual

priorities, work plans, and special projects. WPR may also support the evaluation of infrastructure planning, capital project coordination, and other strategic matters as determined by the District.

(10) **Recordkeeping Services:** WPR shall maintain a directory of individuals and organizations with whom the District corresponds and shall serve as the repository and custodian of the District's records. In this capacity, WPR shall ensure compliance with the Utah Government Records Access and Management Act (GRAMA) and shall manage the storage, retention, and access to government records in accordance with such statutory requirements.

B. Obligations, costs, or expenses incurred by WPR on behalf of District in accordance with this Agreement shall be paid by District; provided, however, the expenses incurred shall not exceed the approved budget, unless specifically authorized by the Board. In the event the Board does not authorize the budget to be exceeded, District and WPR agree to use their best efforts to agree on what services will be modified or eliminated. Further, in the event the Board does not authorize the budget to be exceeded, nothing in this Agreement shall be construed as obligating WPR to provide any services the cost of which will exceed the budget.

C. In the course of performing services on behalf of the District, employees of WPR are authorized to use District-owned equipment, vehicles, tools, and other resources, provided such use is directly related to the performance of District operations and responsibilities assigned under this Agreement.

D. WPR shall perform its duties and obligations under this Agreement using reasonable care and in accordance with this Agreement and generally accepted industry standards and consistent with applicable laws, statutes, ordinances, rules, regulations, orders and permits of all governmental agencies.

E. WPR shall not perform any services (i) which would be contrary to the terms of this Agreement or applicable laws; (ii) any services that would involve transactions or services outside the expertise or knowledge of WPR or WPR's agents; or (iii) any transactions or services which are not set forth in this Agreement and not otherwise mutually agreed upon by the Parties as permitted Additional Services.

F. The specific scope of services to be provided by WPR as specified above may be amended by mutual consent of the Parties.

3. ADDITIONAL SERVICES. From time to time, WPR may be requested by the District to perform services beyond the Base Services covered by the Base Fee. "**Additional Services**" are those that: (i) are not Base Services; (ii) are not due to WPR error or oversight; and (iii) are approved in writing by the District before commencement. Any service not expressly identified as a Base Service in this Agreement shall be considered an Additional Service.

4. FEES.

A. During the Term hereof, WPR shall be paid a monthly fixed fee ("**Base Fee**") as mutually agreed upon by the Parties for the Base Services set forth in Section 2, payable on the first day of each calendar month. Annual increases in the Base Fee will be determined by the Board and WPR at the beginning of each financial year, or at such other times as are agreeable to the Parties. The District shall be solely responsible for the payment of all third-party obligations, costs, and expenses incurred by WPR on behalf of the District, in accordance with the terms and conditions set forth in this Agreement

B. For all matters for which WPR provides Additional Services outside the scope of this Agreement, such amounts shall be billed to District pursuant to the rates mutually agreed upon by WPR and District, as may be amended from time to time ("**Additional Service Fees**"). Invoices for Additional Services, whether from contractors or WPR, must include supporting documentation and a detailed descriptions of the services provided.

5. INSURANCE.

A. WPR shall at WPR's sole cost and expense, maintain the following insurance coverage throughout the Term of this Agreement:

(1) Commercial General Liability Insurance, with combined single limits of at least $1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggerate liability of at least $2,000,000 for bodily injury and/or property damage;

(2) Workers' Compensation Insurance in the statutory required amount, covering all of WPR's employees;

(3) Automotive Liability Insurance with a combined single limit of liability of not less than $1,000,000 for each occurrence of bodily injury and/or property damage; and

(4) Errors and Omissions insurance coverage with limits of $1,000,000 per occurrence.

B. The District will maintain at its sole expense policies of comprehensive general liability, directors and officers, worker's compensation, and property insurance in accordance with the applicable laws.

6. TERMINATION, DEFAULT, AND REMEDIES.

A. District may terminate this Agreement upon written notice to WPR if WPR has breached this Agreement, and such breach is not cured within ten (10) days after receipt of written notice thereof specifying with reasonable particularity the nature of the breach and the curative action required ("**Default Notice**") or such long a time as may be necessary to cure such breach so long as such curative action is diligently pursued within the ten (10) day notice period.

B. If District fails to pay WPR the fees set forth in Section 4 of this Agreement or fails to reimburse WPR for any expenses incurred by WPR for the account of District within ten (10) business days following the date on which payment is due, or if District defaults under any other obligations contained in this Agreement, WPR may exercise any one or more of the following remedies: (i) Terminate this Agreement upon thirty (30) business days' prior written notice to District; (ii) seek specific performance of this Agreement; or (iii) perform on behalf of District and be entitled to interest at the annual rate of Eighteen Percent (18%) on all expenditures from the date of payment until repaid.

C. Either Party may elect to terminate this Agreement without cause by giving written notice of termination to the other Party thirty (30) days in advance of the effective date of termination.

D. Upon the expiration or earlier termination of this Agreement, WPR shall, within thirty (30) days after such expiration or termination, deliver to District: (i) all books and records of the District; (ii) an itemized statement of the amount due from District as of the date of the expiration or termination of this Agreement; and (iii) all bank records with respect to bank accounts of District on which WPR was a signatory or over which WPR otherwise had possession or control. WPR, at its expense, shall have the right to duplicate any records provided to District.

7. LIMITATIONS OF LIABILITY. WPR shall not be liable under or by reason of this Agreement either directly or indirectly for (i) any accident, injury, breakage or damage to any machinery or property, unless such damage is directly attributable to the action of WPR or of any of its employees; (ii) the work of any third party independent contractor or laborer; (iii) any failure to perform its duties herein provided when such is caused by fire, flood, strikes, acts of civil or military authorities, insurrection or riot, or by any other cause which is unavoidable or beyond the control of WPR. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. WPR'S AGGREGATE LIABILITY FOR ANY DAMAGE CAUSED BY ITS PROVISION OF SERVICES HEREUNDER OR OTHERWISE BY IT ACTS OR OMISSIONS SHALL NOT EXCEED, IN RESPECT OF ANY CLAIM ARISING OUT OF A SINGLE EVENT OR A SERIES OF CONNECTED EVENTS, THE AGGREGATE BASE FEE AMOUNT PAYABLE BY DISTRICT TO WPR DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE CAUSATION OF ANY DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY HOWEVER THE LOSS OR DAMAGE IS CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, BREACH OF CONTRACT, DELAY OF PERFORMANCE, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT SUCH LOSS WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

8. INDEMNIFICATION.

A. District shall indemnify, defend and hold harmless WPR, its parent companies, subsidiaries, affiliates, officers, directors, partners, members, managers, employees contractors, agents, and representatives (collectively the "**WPR Indemnified Parties**") for all losses, damages, injuries, liabilities, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from District's acts or omissions; (ii) District's breach of any representation, warranty or obligation under this Agreement; and (iii) District's negligent acts, negligent omissions, or willful misconduct in the performance of this Agreement. Notwithstanding the foregoing, District's obligation to indemnify, defend, and hold harmless the WPR Indemnified Parties shall not extend to and in no event will District be liable for any negligence or willful misconduct of a WPR Indemnified Party.

B. WPR shall indemnify, defend and hold harmless the District, its trustees, officers, directors, managers, employees, contractors, agents, and representatives (collectively the "**District indemnified Parties**") for all losses, damages, injuries, liabilities, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from WPR's acts or omissions; (ii) WPR's breach of any representation, warranty or obligation under this Agreement; and (iii) WPR's gross negligence or willful misconduct in the performance of this Agreement. Notwithstanding the foregoing, WPR's obligation to indemnify, defend, and hold harmless the District Indemnified Parties shall not extend to and in no event will WPR be liable for any negligence or willful misconduct of a District Indemnified Party.

9. ARBITRATION AND ATTORNEYS' FEES. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration pursuant to Utah Code § 78B-11-101 *et seq.*, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that there shall be one arbitrator for any dispute, and in the event the Parties cannot agree on an arbitrator, one shall be appointed by the court as set forth in Utah Code § 78B-11-112. A demand for arbitration shall be made within the time limits of the applicable statute of limitations that would apply to the filing of a legal or equitable proceeding. The arbitrator shall award reasonable attorney fees and other reasonable costs of arbitration to the prevailing party in such arbitration. In the event that District or WPR shall institute a lawsuit proceeding to enforce any rights pursuant to this Agreement, then the prevailing party in such litigation shall receive an award of its reasonable attorney's fees and costs. Further, in the event of any litigation brought by a third party against WPR or District, which results in a counterclaim between WPR and District that pertains in any way to this Agreement, the prevailing party in such counterclaim shall receive an award of its reasonable attorney's fees and costs.

10. SURVIVAL. The rights and obligations set forth in Sections 7, 8, and 9 and any other right or obligation in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

11. ENTIRE AGREEMENT; AMENDMENT. This Agreement is the entire agreement between the Parties covering the subject matter of this Agreement. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement or in effect between the Parties. No change or addition may be made to this Agreement except by a written agreement executed by the Parties, and the Parties may not waive this requirement of a writing.

12. BINDING EFFECT. This Agreement inures to the benefit of and is binding upon the parties hereto, and their respective successors and assigns.

13. NOTICES. All notices to be given by either Party to the other shall be in writing and shall be served by personal delivery or by depositing such notice in the United States Postal Service, postage prepaid, addressed and directed to the Party to receive the same at the following addresses:

If to WPR: Gary Derck
36 South State Street, Suite 500
Salt Lake City, UT 84111

If to District: Ed Schultz
36 South State Street, Suite 500
Salt Lake City, UT 84111

Notice shall be deemed given on the date actually received or, if mailed as set forth herein, notice shall be deemed given three business days after mailing. Either party may designate a different person or entity or place at which notices shall subsequently be sent by written notice given pursuant to this Section.

14. ASSIGNMENT. WPR may assign this Agreement to a subsidiary entity controlled by WPR or its principals. WPR may assign this Agreement to a third party only upon the written approval of District and if assignee agrees in writing with District to assume and perform the terms and covenants of this Agreement, whereupon WPR will thereupon be released from WPR's obligations under this Agreement.

15. BENEFIT. None of the provisions of this Agreement shall be for the benefit of or enforceable by persons not parties hereto.

16. RELATIONSHIP OF PARTIES. It is hereby understood and agreed that at all times during the terms of this Agreement the following shall apply: (i) all work and acts of WPR shall be performed as an independent contractor and not as an agent, officer, employee of the District, and that this Agreement is not intended to, and shall not be construed so as to create any partnership, joint venture or relationship other than that of a client and independent contractor; (ii) WPR may provide services to others during the same period service is being provided to the District under this Agreement, subject to WPR's faithful performance of its obligations hereunder; (iii) WPR shall have no claim against the District for employee rights or benefits whatsoever; (iv) WPR is not subject to the direction and control of the District except as to the final result of the services contracted for under this Agreement; (v) WPR shall be obligated to pay all applicable taxes, deductions and other obligation, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, and unemployment, disability and worker's compensation insurance with respect to the fees paid by the District for WPR's services hereunder; (vi) all employees of WPR and any third persons employed by WPR in providing the services hereunder shall be entirely and exclusively under the direction, supervision and control of WPR, and all terms of employment, including hours, wages, working conditions, discipline, hiring, discharge and any and all other terms of employment or requirements of law pertaining thereto shall be the sole responsibility of and be determined solely by WPR, and not the District.

17. RULES OF CONSTRUCTION. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Agreement. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision. The captions used in this Agreement are for convenience and reference only, and shall not be held to explain, modify, amplify, or aid in the interpretation or construction of any provision of this Agreement. Both Parties have had an opportunity to review this Agreement with counsel and to negotiate the terms hereof. Therefore, this Agreement shall not be interpreted for or against any party as a result of which party drafted it.

18. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall constitute the same agreement.

In Witness Whereof, WPR and District have executed this Agreement on the date set forth above.

WPR DEVELOPMENT COMPANY, LLC	**WPR ROAD AND FIRE DISTRICT**
By:_________________________________	By:_________________________________
Gary Derck, CEO/Chief Development Officer	Ed Schultz, Trustee

2025-26 Service Provider Rates Schedule

Road and Fire District Service 2025-2026 Provider Rates

Service	Provider	Rate
Professional Fees; Accounting	Wasatch Peaks Ranch Club, LLC	$2,000 per month
District Administrative Management	WPR Development Company, LLC	$3,000 per month
General Management Services	WPR Development Company, LLC	$29,800 per month

Interlocal Equipment Use Agreement

INTERLOCAL EQUIPMENT USE AGREEMENT

This Interlocal Equipment Use Agreement ("**Agreement**") is entered into this 20th day of May, 2025 ("**Effective Date**"), by and between the WPR Road and Fire District ("**R&F District**"), whose principal place of business is 36 S. State Street, Suite 500, Salt Lake City, UT 84111, and the WPR Utility District ("**Utility District**"), whose principal place of business is 36 S. State Street, Suite 500, Salt Lake City, UT 84111. R&F District and Utility District may collectively be referred to herein as the "**Parties**" and individually as "**Party**".

RECITALS

WHEREAS, R&F District owns or rents various equipment as further described in Exhibit A, as may be amended from time to time (collectively the "**Equipment**");

WHEREAS, Utility District desires to use the Equipment in connection with its district operations;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **USE OF EQUIPMENT.** R&F District hereby grants Utility District the right to use the Equipment in connection with Utility District's operations, subject to the terms and conditions of this Agreement. Utility District agrees not to use the Equipment for any unlawful or unauthorized purposes, and will obey all applicable laws, rules, and regulations while using the Equipment. Nothing herein shall give Utility District the right to loan, sell, or rent the Equipment to any third party.

2. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue for an initial period of one (1) year (the "**Initial Term**"). Thereafter, the Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**," and together with the Initial Term, the "**Term**"), unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days prior to the expiration of the then-current Term.

3. **3. COST SHARING.** Throughout the Term, Utility District agrees to pay R&F District fifty percent (50%) of the total purchase price or rental cost of the Equipment, as applicable. Such payment shall be made within thirty (30) days of R&F District's written notice to Utility District confirming the total cost incurred. Any subsequent costs associated with replacement, renewal, or additional rental periods shall be shared equally between the parties, unless otherwise agreed in writing.

4. **MAINTENANCE.** Utility District shall, at its sole cost and expense, be responsible for maintaining the Equipment in good condition while in use by the Utility District, reasonable wear and tear excepted. Utility District shall use the Equipment solely for its intended purpose and in accordance with any reasonable written instructions provided by R&F District

regarding its care and handling. Utility District shall promptly notify R&F District in writing within five (5) business days of discovery if any Equipment is lost, stolen, or damaged while in its use or possession, providing a description of the incident and identifying the affected items.

5. **ASSUMPTION OF RISK.** UTILITY DISTRICT IS AWARE AND UNDERSTANDS THAT USE OF THE EQUIPMENT MAY RESULT IN PERSONAL INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE. NOTWITHSTANDING THE RISK, UTILITY DISTRICT ACKNOWLEDGE THAT UTILITY DISTRICT IS VOLUNTARILY USING THE EQUIPMENT WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER LOSS ARISING FROM UTILITY DISTRICT'S USE OF THE EQUIPMENT, WHETHER CAUSED BY R&F DISTRICT'S ORDINARY NEGLIGENCE OR OTHERWISE.

6. **NO WARRANTY.** R&F DISTRICT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT INCLUDING ANY WARRANTY OR REPRESENTATION RELATING TO (A) THE CONDITION OF THE EQUIPMENT, (B) THE EQUIPMENT'S CAPACITY, PERFORMANCE, OR CONDITION, (C) ANY WARRANTY OR MERCHANTABILITY, OR (D) ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. BY ACCEPTING THIS AGREEMENT, UTILITY DISTRICT ACKNOWLEDGES THAT UTILITY DISTRICT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY R&F DISTRICT, OR ANY OTHER PERSON AND AGREES TO ACCEPT THE EQUIPMENT "AS IS".

7. **LIMITATIONS OF LIABILITY.** Neither Party will be responsible to the other for direct, indirect, special, incidental, or consequential damages; lost revenues; or lost profits, provided, however, the foregoing waivers of damages shall not apply with respect to Utility District's liability to the Released Parties under Section 6.

8. **DEFAULT AND TERMINATION**. Either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party. R&F District may terminate this Agreement, effective upon written notice to Utility District, in the event that Utility District breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, Utility District does not cure such breach within ten (10) days after receipt of written notice of such breach. Upon expiration or termination of this Agreement for any reason, Utility District shall, within ten (10) days after such expiration or termination return all Equipment to Utility District in good condition, reasonable wear and tear excepted.

9. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of laws principles.

10. **MISCELLANEOUS.** This Agreement is the entire agreement between the Parties covering the subject matter of this Agreement. No change or addition may be made to this Agreement except by a written agreement executed by the Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by persons not parties hereto. The invalidity

or unenforceability of any provision hereof shall not affect or impair any other provision. The captions used in this Agreement are for convenience and reference only, and shall not be held to explain, modify, amplify, or aid in the interpretation or construction of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date:

WPR ROAD AND FIRE DISTRICT

By: ________________________________
Name: Gary Derck
Title: Chairman

WPR UTILITY DISTRICT

By: ________________________________
Name: Jenny Robinson
Title: Trustee & CFO

EXHIBIT A

Equipment List

Equipment Code	Type
C315	Excavator
C938	Front End Loader
C265	Tracked Skid Steer
C150	Road Grader
C420	Rubber Tire Backhoe
H79	Plate Compactor
H9	Rammer/ Jumping Jack
MDT	20’ Equipment Trailer
GS1	Generator
T001	F250 Pick Up Truck (UD)/ Hand Tools Included
T002	F250 Pick Up Truck (R&F) Hand Tools Included
T003	F350 Pick Up Truck (R&F Hand Tools Included
PT004	Freightliner 108SD
PT005	Freightliner 108SD

MCFD Facilities and Services Agreement

<u>FIRE STATION FACILITIES AND SERVICES AGREEMENT</u>

This Fire Station Facilities and Services Agreement ("**Agreement**") is entered into as of May __, 2025 ("**Effective Date**"), by and between Morgan County, a political subdivision of the State of Utah ("**County**") and the WPR Road and Fire District, a Utah special district ("**WPR RFD**") (each a "**Party**" and collectively the "**Parties**"). The Parties hereby agree as follows:

RECITALS

WHEREAS, the County is responsible for providing emergency medical services to the residents, businesses, and properties located within Morgan County, Utah, including the WPR RFD area, and is also responsible for fire protection services throughout Morgan County including in the WPR RFD and Mountain Green Fire Protection District areas as outlined in the respective interlocal agreements;

WHEREAS, WPR RFD is solely responsible for fire protection services within its area;

WHEREAS, WPR RFD has undertaken the construction and renovation of an interim fire station to enhance fire protection and emergency medical services for the WPR RFD area and County residents, and further has equipment and financial resources to support the County in operating the interim facility;

WHEREAS, WPR RFD does not currently possess sufficient staffing levels or training resources to effectively staff and operate the interim facility in order to support its rapidly growing community;

WHEREAS, the County has the experience and knowledge to hire and train additional fire and emergency responders to staff the interim facility as well as provide WPR RFD with a better insurance rating;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **SERVICES.** The County shall provide fire protection and emergency medical services ("**Services**") to the WPR RFD area, in accordance with the agreed-upon scope, staffing levels, and operational requirements as set forth in this Agreement. The Services shall be conducted in a professional, efficient, and timely manner, adhering to all applicable laws, regulations, and industry standards. The scope of Services shall include, but are not limited to:

- <u>Emergency Response:</u> Promptly responding to fire, medical, and other emergency calls originating within the WPR RFD area.

- Wildland Fire Suppression: Mitigating and controlling wildland fires to protect the WPR RFD area pursuant to the County's active agreement with Utah DNR – Forestry, Fire and State Lands ("**FFSL**").
- Emergency Medical Services: Providing emergency medical care, patient stabilization, and transport to appropriate medical facilities.
- Fire Prevention: Conducting fire safety inspections and risk reduction initiatives within the WPR RFD area.

The County Fire Chief, or their designee, shall maintain clear communication channels with the President of the WPR RFD Board of Trustees to ensure coordinated efforts during routine operations and emergencies. The County shall not be required to disclose any information that would result in a violation of the Health Insurance Portability and Accountability Act ("HIPAA").

2. **FACILITIES.** WPR RFD has constructed an interim fire station located at the intersection of Morgan Valley Drive and Wasatch Peaks Road/Whitear Way (the "**Interim Fire Station**"), which shall serve as the base of operations for the Services. The Interim Fire Station includes temporary accommodations for firefighter personnel via a leased recreational vehicle until the overnight accommodations within or near the Interim Fire Station are completed. WPR RFD shall retain ownership of the Interim Fire Station, including all associated buildings, land, facilities, and accommodations. The Parties shall enter into the sublease agreement attached as Exhibit A and incorporated herein by reference, governing the use of the Interim Fire Station for the Term of this Agreement ("**Sublease**"). The Sublease shall provide for a nominal annual rent of one dollar ($1.00). WPR RFD shall be solely responsible for all property taxes, property insurance premiums and deductibles, and utility expenses associated with the Sublease. WPR RFD will be responsible for the normal repair and maintenance of the Interim Fire Station as set forth in the Sublease. The County will be responsible for any repair or maintenance that results from damage to the Interim Fire Station caused by their negligence or misuse.

3. **VEHICLES AND EQUIPMENT.** WPR RFD agrees to sell and transfer ownership of the following firefighting vehicles and equipment (collectively, the "**Assets**") to the County for nominal sum of one dollar ($1.00):

- Two (2) Ford F550 brush trucks;
- One (1) water tender (army truck);
- One (1) Engine 141 apparatus;
- One (1) Ranger 141 UTV/Can-Am vehicle; and
- One (1) Ambulance (to be ordered);

Upon transfer of ownership, the County shall assume full responsibility for the maintenance, insurance, and all other obligations associated with the Assets for the duration of County ownership except as otherwise set forth herein. Ownership of the Assets shall automatically revert to WPR RFD in the event the County ceases to operate the Interim Fire Station through termination of this Agreement in accordance with Section 6. The County shall ensure that the majority of the Assets remain stationed at the Interim Fire Station unless equivalent replacements are purchased and deployed by the County at the Interim Fire Station. The Parties agree that at least one of the Ford F550 brush trucks and one water tender truck will be stationed at a WPR RFD area location for optimum response to potential wildfires. The County agrees to keep its older ambulance stationed at the Interim Fire Station until WPR RFD can provide a new ambulance for the station. The County may deploy the Assets to respond to emergencies and fires within other areas of Morgan

County or as required by interlocal response or mutual aid agreements. However, the County will ensure that such deployment does not place the WPR RFD area at undue risk, particularly wildfire risk.

4. **STAFFING AND OPERATIONS.** The County shall be solely responsible for recruiting, hiring, training, and managing all fire and EMT personnel (collectively, "**Personnel**") required to operate the Interim Fire Station. All Personnel shall be deemed employees or volunteers of the County, and the County shall assume full and exclusive responsibility for the payment of all salaries, benefits, pensions, and any other employment-related obligations. The County shall furnish all equipment, supplies, uniforms, and other necessary materials required for Personnel to perform their duties effectively and safely. Initial staffing levels shall consist of a minimum coverage of three firefighters for five-day-per-week, twelve-hours per day (typically from approximately 7:00 a.m. to 7:00 p.m., Wednesday through Sunday). Upon the successful recruitment and onboarding of additional staff, the County shall increase staffing levels to seven-day-per-week, twelve hours per day coverage. Staffing levels at the Interim Fire Station may increase to provide twenty-four-hour-per-day, seven days per week coverage upon mutual agreement of the Parties. All operational costs associated with the Services, including but not limited to Personnel salaries, supplies, and equipment not subsidized under this Agreement by WPR RFD, shall be borne by the County. The Parties agree to hold quarterly review meetings to review staffing, operations, costs, and other relevant issues. Additionally, the Parties shall hold an annual meeting to review actual vs. budgeted expenditures to verify the incremental costs associated with the Subsidy, and to ensure that the station's operations are in alignment with the needs of the WPR RFD area and County residents.

In the event the County terminates this Agreement for cause within the initial three-year Term, WPR RFD shall reimburse the County for all training, onboarding, and recruitment costs incurred by the County in staffing the Interim Fire Station, including but not limited to salaries during training periods, certifications, and issued equipment.

WPR RFD further agrees that during the Term of this Agreement and for a period of one (1) years following termination of this Agreement, WPR RFD shall not directly or indirectly (including via third-party recruiters) solicit or hire any County fire or emergency personnel without the express written consent of the County. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the Internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this Section. This provision shall survive termination of this Agreement. A breach of this provision shall entitle the County to liquidated damages in the amount of $10,000 per affected employee. The Parties agree $10,000 per employee is a reasonable pre-estimate of damages (and not a penalty) for breach, and such amount shall be paid within thirty (30) days of demand.

5. **SUBSIDY.** During the Term of this Agreement, WPR RFD shall pay a one time fee and an annual subsidy to the County ("**Subsidy**") in twelve (12) equal monthly installments, with each installment due on the first day of the applicable calendar month. The one time fee and the initial Subsidy amount shall be as set forth in <u>Exhibit B</u>, This Subsidy is intended to cover the incremental costs of operating the Interim Fire Station that cannot be funded through the County's existing budget. The Parties agree that the Subsidy shall be adjusted over time to reflect the incremental costs associated with increased coverage/staffing as well as the operation of the new ambulance coverage as mutually agreed to by the Parties. Any annual adjustments (increases or decreases) to the Subsidy ("**Subsidy Adjustments**") will be mutually determined by the Parties three months prior to the annual anniversary of the Effective Date of this Agreement (i.e. December _ , 2026). Increases to the Subsidy, beyond the additional equipment, staffing or services that the Parties mutually agree to, shall be limited to annual changes in the Consumer Price Index ("**CPI**"), as published by the U.S. Bureau of Labor Statistics. The Parties agree to cooperate in good faith to determine the Subsidy Adjustments on or before December of each year and to ensure that the calculations remain equitable and consistent with the intent of this Agreement. The County shall be solely responsible for payment of all third-party obligations, costs, and expenses incurred in performing the Services described in this Agreement, except as explicitly set forth herein.

WPR RFD shall not withhold, delay, or set off any portion of the Subsidy owed under this Agreement based on any other claim, dispute, or obligation alleged against the County. All payments shall be made in full and on time as provided herein, and any dispute shall be resolved separately through the dispute resolution provisions of this Agreement. Late payments accrue interest at 1.5 % per month (18 % per annum) or the maximum rate allowed by law, whichever is higher, until paid.

6. **TERM, RENEWAL, AND TERMINATION.** The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue for an initial period of three (3) years. Thereafter, the Term shall automatically renew for successive one-year periods unless terminated in accordance with the provisions of this Section. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party at least twelve (12) months prior to the intended termination date. Termination shall not relieve either Party of any obligations accrued under this Agreement prior to the effective date of termination. In the event of termination, all Assets provided by WPR RFD to the County under this Agreement shall immediately revert to WPR RFD ownership. The Sublease of the Interim Fire Station and associated facilities, as outlined in this Agreement, shall terminate concurrently with the termination of this Agreement unless otherwise agreed by the Parties in writing.

7. **INSURANCE.** The County shall procure and maintain, at its sole cost and expense, appropriate and sufficient insurance coverage throughout the term of this Agreement. Such insurance shall include, but is not limited to, general liability insurance, vehicle insurance, and renter's insurance, all of which shall meet or exceed the coverage levels and standards commonly observed in the fire protection services industry. All polices of insurance will be issued by responsible insurance companies licensed to do business in the State of Utah with an A.M. Best Rating of "A-" or higher. The minimum limits of coverage acceptable are: (i) $1,000,000 per occurrence; and (ii) $2,000,000 in the aggregate. The County shall also maintain workers' compensation insurance covering all Personnel providing services under this Agreement, in compliance with applicable laws and regulations. The County shall provide WPR RFD with a certificate of insurance evidencing the existence and scope of such coverage upon execution of this Agreement and annually thereafter during the term of this Agreement. WPR RFD shall maintain property insurance for the Interim Fire Station in accordance with the terms of the Sublease.

8. COUNTY EQUIPMENT AND PERSONNEL DAMAGE

A. Reimbursement for Damage. WPR RFD shall reimburse the County for the reasonable costs incurred to repair or replace County-owned equipment, vehicles, gear, or property that is damaged, destroyed, or rendered inoperable due the gross negligence or willful misconduct of WPR RFD. Payment shall be made within thirty (30) days of receipt of written demand and supporting documentation.

B. Road Construction and Maintenance. Nothing in this Agreement shall be construed to establish any responsibilities of the County relating to construction or maintenance of roads managed by the WPR RFD.

9. INDEMNIFICATION.

A. The County shall indemnify, defend and hold harmless WPR RFD its subsidiaries, affiliates, officers, directors, partners, members, managers, employees, contractors, agents, and representatives (collectively the "**WPR Indemnified Parties**") for all losses, damages, injuries, liabilities, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from the County's acts or omissions; (ii) the County's breach of any representation, warranty or obligation under this Agreement; and (iii) the County's negligent acts, negligent omissions, or willful misconduct in the performance of this Agreement. Notwithstanding the foregoing, the County's obligation to indemnify, defend, and hold harmless the WPR Indemnified Parties shall not extend to and in no event will County be liable for any negligence or willful misconduct of a WPR Indemnified Party.

B. WPR RFD shall indemnify, defend and hold harmless the County, its subsidiaries, affiliates, owners, officers, directors, partners, members, managers, employees, contractors, agents, and representatives (collectively the "**County Indemnified Parties**") for all losses, damages, injuries, liabilities, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from WPR RFD's acts or omissions; (ii) WPR RFD's breach of any representation, warranty or obligation under this Agreement; and (iii) WPR RFD's negligent acts, negligent omissions, or willful misconduct in the performance of this Agreement. Notwithstanding the foregoing, WPR RFD's obligation to indemnify, defend, and hold harmless the County Indemnified Parties shall not extend to and in no event will WPR RFD be liable for any negligence or willful misconduct of a County Indemnified Party.

C. In no event shall this Section be construed with respect to third parties as a waiver of any governmental immunity to which the Parties are otherwise entitled.

10. **DISPUTE RESOLUTION AND ATTORNEYS' FEES**. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, that cannot otherwise be resolved by mediation or the mutual efforts of the Parties, shall be settled by arbitration pursuant to Utah Code § 78B-11-101 *et seq.*, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that there shall be one arbitrator for any dispute, and in the event the Parties cannot agree on an arbitrator, one shall be appointed by the court as set forth in Utah Code § 78B-11-112. A demand for arbitration shall be made within the time limits of the applicable statute of limitations that would apply to the filing of a legal or equitable proceeding. The arbitrator shall award reasonable attorney fees and other reasonable costs of arbitration to the prevailing party in such arbitration. In the event that the Parties shall institute a lawsuit proceeding to enforce any rights pursuant to this Agreement, then the prevailing party in such litigation shall receive an award of its reasonable attorney's fees and costs. Further, in the event of any litigation brought by a third party against either Party, which results in a counterclaim between the Parties that pertains in any way to this Agreement, the prevailing party in such counterclaim shall receive an award of its reasonable attorney's fees and costs.

11. WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, WILLINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM, OR OTHER PROCEEDING, TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT.

12. **FORCE MAJEURE.** Neither Party is liable for delay or failure to perform due to causes beyond its reasonable control (e.g., natural disasters, pandemics, labor strikes). The affected Party shall promptly notify the other and resume performance as soon as practicable.

13. **SURVIVAL.** The rights and obligations set forth in Sections 7, 8, 9, and 10 and any other right or obligation in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

14. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement is the entire agreement between the Parties covering the subject matter of this Agreement. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution of this Agreement or in effect between the Parties. No change or addition may be made to this Agreement except by a written agreement executed by the Parties, and the Parties may not waive this requirement of a writing.

15. **BINDING EFFECT**. This Agreement inures to the benefit of and is binding upon the parties hereto, and their respective successors and assigns.

16. **NOTICES**. All notices to be given by either Party to the other shall be in writing and shall be served by personal delivery or by depositing such notice in the United States Postal Service, postage prepaid, addressed and directed to the Party to receive the same at the following addresses:

If to WPR RFD:	Gary Derck 36 South State Street, Suite 500 Salt Lake City, UT 84111
If to County:	Morgan County Attorney 48 West Young Street, Box 886 Morgan, UT 84050

Notice shall be deemed given on the date actually received or, if mailed as set forth herein, notice shall be deemed given three business days after mailing. Either party may designate a different person or entity or place at which notices shall subsequently be sent by written notice given pursuant to this section.

17. **ASSIGNMENT**. Neither party may assign this Agreement without the prior written consent of the other party. Any unauthorized assignment shall be null and void.

18. **BENEFIT.** None of the provisions of this Agreement shall be for the benefit of or enforceable by persons not parties hereto.

19. **RELATIONSHIP OF PARTIES**. This Agreement establishes an interlocal relationship between the County and WPR RFD. Neither Party shall be deemed an affiliate, partner, joint venturer, or agent of the other for any purpose. The County shall have no authority

to bind WPR RFD or to make any agreements, representations, or commitments on behalf of WPR RFD without prior written consent from WPR RFD. All individuals providing Services under this Agreement shall be employees, contractors, or subcontractors of the County and shall not be deemed employees or agents of WPR RFD. The County shall maintain full and exclusive responsibility for all matters relating to its Personnel, contractors, subcontractors, and other representatives, including but not limited to hiring, compensation, benefits, training, discipline, and termination. The County expressly acknowledges and agrees that it and its Personnel are not entitled to workers' compensation, unemployment compensation, or any other benefits provided by WPR RFD or its affiliates. The County is solely responsible for providing any such coverage, if required, through its own resources or third-party arrangements. Nothing in this Agreement shall be construed to create any employment relationship between WPR RFD and the County's Personnel.

20. **RULES OF CONSTRUCTION.** The laws of the State of Utah shall govern the validity, performance, and enforcement of this Agreement. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision. The captions used in this Agreement are for convenience and reference only, and shall not be held to explain, modify, amplify, or aid in the interpretation or construction of any provision of this Agreement. Both Parties have had an opportunity to review this Agreement with counsel and to negotiate the terms hereof. Therefore, this Agreement shall not be interpreted for or against any party as a result of which party drafted it.

21. **COUNTERPARTS**. This Agreement may be executed in several counterparts, each of which shall constitute the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WPR ROAD AND FIRE DISTRICT	**MORGAN COUNTY**
By:_____________________________________	By:_____________________________________
Gary Derck, Chairman	Name:
	Title: