

WPR UTILITY DISTRICT

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

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, May 27, 2025

TIME: 5:00 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

BOARD OF Gary Derck
TRUSTEES: Ed Schultz
Jenny Robinson

PUBLIC NOTICE is hereby given that the Board of Trustees (the “Board”), of the WPR Utility District (the “District”), will hold a meeting of the Board on Tuesday, May 27, 2025, commencing at 5:-- 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 Utility District, I hereby call this regular meeting of the Board to order at 5:00 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. Consider approval of proposed amendment to the General Fund of the budget for fiscal 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 2025-2026 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 Fee Schedule. (enclosure)
- F. Review and approval of Interlocal Equipment Use Agreement with WPR Road & Fire District. (enclosure)
- G. Propane Services Update

VI. TRUSTEES' 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 UTILITY DISTRICT (THE “DISTRICT”)
APRIL 22, 2025

A regular meeting of the Board of Directors of the WPR Utility District (referred to hereafter as the “Board”) was convened on Tuesday, April 22, 2025, at 5:00 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.

ATTENDANCE

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.

ADMINISTRATIVE MATTERS

Call to Order:

The meeting was called to order at 5:03 p.m. by Trustee Derck, who recited the following:

“As a Trustee of the Board of Trustees of the WPR Utility District, I hereby call this special meeting of the Board to order at 5:03 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.

Public Comment:

None.

Minutes from March 25, 2025 Regular Meeting:

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:

Mr. Musil reviewed the claims with the Board. Following discussion, Trustee Robinson made a motion to approve the claims in the amount of \$36,704.62. 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. Trustee Robinson made a motion to approve the 2025 T&M Rates. Trustee Derck seconded the motion. The motion passed unanimously.

OPERATIONAL MATTERS

Trustee Derck provided an update for the Board, noting that water and sewer facilities have been inspected and are functional. A propane system is forthcoming.

LEGAL MATTERS

Procurement Policy:

The Board tabled this matter. No action was taken.

TRUSTEES' MATTERS

The Board discussed the need to begin preparing the draft budget for the next fiscal year.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, Trustee Robinson made a motion to adjourn the meeting at 5:14 p.m. Trustee Derck seconded the motion. The motion passed unanimously.

Respectfully submitted,

By _____

District Chair

Attest:

By _____

District Clerk

DRAFT

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

WPR Utility District

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

Paid Claims

Date	Person/Description	Reference	Balance	Remarks
4/17/2025	USA BLUE BOOK (v0000623)	2045	(548.14)	Marking Paint
4/17/2025	USA BLUE BOOK (v0000623)	2045	(245.00)	Water Sampling
4/18/2025	UTAH COMMUNICATIONS INC (v0000247)	2046	(6,121.80)	6 Radios
4/21/2025	April Bank Fees		(8.45)	April 2025 Bank Fees
4/24/2025	ROCKY MOUNTAIN POWER (v0000087)	9999042425	(4,064.70)	PS2
4/24/2025	ROCKY MOUNTAIN POWER (v0000087)	9999042425	(2,750.48)	Well 1
4/24/2025	ROCKY MOUNTAIN POWER (v0000087)	9999042425	(2,750.48)	Well 2A
4/24/2025	ROCKY MOUNTAIN POWER (v0000087)	9999042425	(2,709.53)	PS1
4/24/2025	ROCKY MOUNTAIN POWER (v0000087)	9999042425	(2,137.06)	PS3
4/24/2025	ROCKY MOUNTAIN POWER (v0000087)	9999042425	(487.40)	Lift Station 1 - Sewer
4/24/2025	CLYDE SNOW & SESSIONS P.C. (v0000027)	2047	(302.00)	
4/24/2025	CLYDE SNOW & SESSIONS P.C. (v0000027)	2047	(152.50)	
4/24/2025	ROCKY MOUNTAIN POWER (v0000087)	9999042425	(106.71)	Tank 1
4/24/2025	ROCKY MOUNTAIN POWER (v0000087)	9999042425	(73.26)	Tank 4
4/24/2025	ROCKY MOUNTAIN POWER (v0000087)	9999042425	(22.03)	Intermediate Lift Station 1 - Sewer
4/28/2025	March 2025 intercompany true-up		(678.26)	March 2025 intercompany true-up
5/2/2025	BLUE LINE TECHNOLOGIES INC (v0000039)	9999050225	(112.00)	
5/8/2025	WPR ROAD & FIRE DISTRICT (v0000708)	9999050825	(6,622.95)	UD Portion of Trailer VIN 4ZETD2029S1345616
5/8/2025	ROCKY MOUNTAIN POWER (v0000087)	9999050825	(4,256.85)	PS2
5/8/2025	CLIFTONLARSONALLEN LLP (v0000514)	2048	(3,203.78)	District Management Services though 3/13 & Tech Fee
5/8/2025	ROCKY MOUNTAIN POWER (v0000087)	9999050825	(2,930.91)	Well 1
5/8/2025	ROCKY MOUNTAIN POWER (v0000087)	9999050825	(2,930.91)	Well 2A
5/8/2025	MOUNTAIN GREEN SEWER DISTRICT (v0000162)	9999050825	(2,808.00)	MGSID Sewer Base Rate - 18 connections
5/8/2025	ROCKY MOUNTAIN POWER (v0000087)	9999050825	(2,702.95)	PS1
5/8/2025	MOUNTAIN GREEN SEWER DISTRICT (v0000162)	9999050825	(2,652.00)	MGSID Sewer Base Rate - 17 connections
5/8/2025	ROCKY MOUNTAIN POWER (v0000087)	9999050825	(1,824.19)	PS3
5/8/2025	CLIFTONLARSONALLEN LLP (v0000514)	2048	(540.00)	
5/8/2025	ROCKY MOUNTAIN POWER (v0000087)	9999050825	(450.56)	Lift Station 1 - Sewer
5/8/2025	CHEMTECH-FORD, INC. (v0000667)	2049	(290.00)	Well A2
5/8/2025	ROCKY MOUNTAIN POWER (v0000087)	9999050825	(108.98)	Tank 1
5/8/2025	ROCKY MOUNTAIN POWER (v0000087)	9999050825	(71.58)	Tank 4
5/8/2025	BLUE STAKES OF UTAH 811 (v0000728)	2050	(36.90)	XMLE Notifications 10/1/24
5/8/2025	ROCKY MOUNTAIN POWER (v0000087)	9999050825	(31.52)	Intermediate Lift Station 1 - Sewer
5/8/2025	BLUE STAKES OF UTAH 811 (v0000728)	2050	(26.10)	XMLE Notifications 8/1/24
5/8/2025	BLUE STAKES OF UTAH 811 (v0000728)	2051	(22.50)	XMLE Notifications 9/1/24
5/8/2025	BLUE STAKES OF UTAH 811 (v0000728)	2050	(16.20)	XMLE Notifications 11/1/24
5/8/2025	BLUE STAKES OF UTAH 811 (v0000728)	2050	(9.90)	XMLE Notifications 12/1/24
5/8/2025	BLUE STAKES OF UTAH 811 (v0000728)	2050	(8.75)	XMLE Notifications 1.1.25
5/8/2025	BLUE STAKES OF UTAH 811 (v0000728)	2050	(3.75)	XMLE Notifications 2/1/25

(54,819.08)

Unpaid Claims

Vendor	Amount
There are no unpaid claims as of 5/13/25	-

2025 Fiscal Year Amended Budget

Wasatch Peaks Ranch Utility District
General Fund
Fiscal Year 2025 Amended Budget

	BUDGET FY2025	AMENDED FY2025
Beginning Fund Balance	\$103,151	\$103,151
<i>Revenues and other sources</i>		
Water usage	540,854	835,939
Sewer usage	46,200	29,750
Utility connections	1,342,000	281,000
Utility standby	8,020	180
Property taxes	191,458	205,170
Asset contribution	0	21,592,619
Other Income	0	0
Contribution from Fund Balance	0	1,190,820
Developer advance	722,798	228,942
Total revenues and other sources	2,851,330	24,364,420
Total Funds Available	2,954,481	24,467,571
<i>Expenses and other uses</i>		
Fixed Assets - Infrastructure	0	21,592,619
Fixed Assets - Vehicles	0	0
Fixed Assets - Equipment	0	6,623
Equipment Rental	10,000	21,500
Water meters	258,450	31,528
Management fee	120,525	114,534
Dues and Subscriptions	365	3,869
Education and training	3,300	7,060
Uniforms	0	841
Construction water equipment	1,400	(4,342)
Sewer base rate	39,402	26,052
Utilities - general	219,667	245,248
Utilities - water rights	1,167,349	1,150,907
Sewer standby fees	21,190	20,000
Impact fees	632,515	565,936
Office supplies	1,000	1,000
Fuel and Lubricants	0	3,178
Repairs and maintenance	79,000	(15,464)
Other operating supplies	5,000	9,507
Supplies - Parts	35,000	11,263
Supplies - water treatment	1,000	1,075
Small tools	10,000	3,343
Sampling and testing	6,000	6,000
Bank fees	300	107
I/T - Software (Including subscriptions)	1,464	3,545
Professional Fees - Legal	36,000	14,862
Professional Fees - Accounting	37,860	14,390
Professional Fees - Assurance	5,000	12,000
Professional Fees - Other	5,000	0
Consulting Fees	60,000	51,530
Management Expense	18,000	23,000
SCADA fees and maintenance	8,500	21,165
Cell and landline communications	504	830
Insurance	30,000	30,000
Security	0	10,000
Expenditures - budget contingency	140,690	0
Contribution to fund balance	0	483,868
Total expenses and other uses	2,954,481	24,467,571
Total expenditures and transfers out requiring appropriation	2,954,481	24,467,571
Ending Fund Balances	\$0	\$0

2026 Fiscal Year Tentative Budget

WPR Utility District
General Fund
Fiscal Year 2026 Tentative Budget
5/20/2025

	TENTATIVE BUDGET FY2026	Notes (FY2026 Tentative Budget)	AMENDED FY2025
Beginning Fund Balance	0		103,151
Revenues and other sources			
Water usage	961,330	Assume 15% increase from FY25 (NB/ET/Acct working on validating assumption w/ water usage forecast)	835,939
Sewer usage	55,650	Placeholder - 18 connections @ \$175/month for 6 months and 35 connections @ \$175/month for 6 months - working on validating assumption w/ NB	29,750
Utility connections	675,000	Skier svcs, MV bldgs 1&2, SF homes per BN	256,000
Utility standby	4,920		120
Property taxes	640,000	8mils on \$800M valuation	205,170
Asset contribution	15,294,769		21,592,619
Phase 2A (water & sewer)	5,996,490	per budget (Yardi) + 20% for soft cost	
Phase 3A (water & sewer)	4,612,585	per budget (Yardi) + 20% for soft cost	
Phase 5 (water & sewer)	3,720,603	per budget (Yardi) + 20% for soft cost	
Phase 6A.1 (water & sewer)	965,091	Per BHI bid + 20% soft cost	
Contribution from Fund Balance	458,657		1,190,972
Developer advance	0		228,639
Total revenues and other sources	18,090,326		24,339,209
Total Funds Available	18,090,326		24,442,360
Expenses and other uses			
Fixed Assets - Infrastructure	15,294,769		21,592,619
Phase 2A (water & sewer)	5,996,490	per budget (Yardi) + 20% for soft cost	
Phase 3A	4,612,585	per budget (Yardi) + 20% for soft cost	
Phase 5	3,720,603	per budget (Yardi) + 20% for soft cost	
Phase 6A.1	965,091		
Fixed Assets - Vehicles	31,794		0
3/4 Ton Truck (50/50 SPLIT RFD/UD)	31,794	3/4 Ton Truck (50/50 SPLIT RFD/UD)	
Fixed Assets - PP&E	17,500	Shop Tools/OS&E UD SPLIT	6,623
Capital Cost - Water Distribution & Treatment	140,000	Phase 1 PRV Retrofit	
Phase 1 PRV Retrofit	100,000	Distribution capital	
Clow I Hydrant	30,000	Distribution capital - Smart hydrant - distribution pressure monitoring and alarms	
PS3 CL2 Analyzer Upgrade	10,000	Water treatment Capital	
Equipment Rental	30,500		21,500
Backhoe	7,500	50/50 UD split (renewal 05/2026)	
Excavator	14,000	50/50 UD split (renewal 05/2026)	
Misc Rental	9,000	placeholder for a specialty tool if needed (i.e. pipe fuser, sewer camera, etc)	
Water meters	43,500	Per NB	31,528
Management fee	333,280	25% Nate, 100% Leif, 25% Roads super, 50% operators	114,534
Dues and Subscriptions	4,600	UASD annual membership dues + \$50/month per NB	3,869
Education and training	8,400	per NB (utilities training & safety)	7,060
Uniforms	1,000		841
Construction water equipment	0		(4,342)
Sewer base rate	49,608	Placeholder - 18 connections @ \$175/month for 6 months and 35 connections @ \$175/month for 6 months - working on validating assumption w/ NB	26,052
Utilities - general	269,772	added 10% to last year	245,248
Utilities - water rights	1,163,566	Budget 1.1% increase (last year was 1.05% change)	1,150,907
Sewer standby fees	20,000	same as last year per MGSID interlocal agreement	20,000
Impact fees	0	Nate waiting to hear from MGSID to verify our assumption - UD paid MGSID 50 impact fees last year and we only have 18 active connections	565,936
Office supplies	1,000	Same as FY25	1,000
Publications and Notices	1,500	100% of 2024 TNT publication cost in RFD	0
Fuel and Lubricants	2,565	Per NB	3,178
Repairs and maintenance	0	see below / NB utilities budget	(15,464)
Repairs/Maintenance/Operating Costs - Transmission	116,400	Per NB Utilities Budget	
Repairs/Maintenance/Operating Costs - Distribution	23,400	Per NB Utilities Budget	
Repairs/Maintenance/Operating Costs - Sewer Collection	18,000	Per NB Utilities Budget	
Emergency Repair Contingency	60,000	Per NB Utilities Budget	
Supplies - Parts	62,400	Per NB - stock supplies (will be \$10K/yr after this)	11,263
Supplies - water treatment			1,075
Small tools	24,000	Per NB	3,343
Other operating supplies			9,507
Sampling and testing	6,000	Same as last year but could be less with reduction in testing required per DEQ	6,000
Bank fees	300		107
Software and subscriptions	3,600	Assume same as last year but should be less (blue line cost reduced in winter 2024/2025)	3,545
Professional Fees - Legal	15,000		14,862
Professional Fees - Accounting	30,000	Per Draft Svcs Agreement (Club/District)	14,390
Professional Fees - Assurance	12,000		12,000
Consulting Fees	77,500	GIS mapping, Aqua Environmental, Aqua Engineering	51,530
GIS Mapping	40,000	GIS mapping - \$10K/quarter	
Aqua Enviromental Services	36,000		
Aqua Engineering	1,500	Aqua Engineering (infrastructure acquisition inspection)	
District Management	36,000	Per Draft Svcs Agreement (WPR Dev Co/District)	23,000
SCADA fees and maintenance	18,000	SKM - assume \$1.5K/month (should be less)	21,165
Cell and landline communications	1,200		830
Insurance	40,000	Placeholder \$10K increase for infrastructure acquired before 6/30/25	30,000
Security	1,000	Additional Nest cameras	10,000
Expenditures - budget contingency	66,147	2.5% on all expenses excluding Infrastructure acquisition value	0
Contribution to fund balance	66,024		458,657
Total expenses and other uses	18,090,326		24,442,360
Total expenditures and transfers out requiring appropriation	18,090,326		24,442,360
Ending Fund Balances	0		0

Wasatch Peaks Ranch
Utility District Manager Operating Budget
5/16/2025

	Total	Notes
Utility District Operating Costs		
Transmission		
Tanks	18,000	
Pump Stations	24,000	
Wells	10,800	
Piping, ARV, Valves	6,000	
Treatment	33,600	
SCADA	24,000	
Subtotal - Transmission	116,400	
Distribution		
Piping, ARV, Valves	6,000	
Fire Hydrants	4,200	
Pressure Reducing Valves	13,200	
Subtotal - Distribution	23,400	
Sewer Collections		
Piping, ARV, Valves	6,000	
Manholes	6,000	
Lift Stations	6,000	
Subtotal - Sewer Collections	18,000	
Supplies and Operations		
Gasoline (15% of RD)	2,565	
Hand Tools	24,000	
Stock supplies	62,400	
Water Meters	43,500	
Subtotal - Supplies and Operations	132,465	
Emergency Repairs	60,000	
Other		
Aqua Enviromental Services	36,000	
Communications	1,200	
Software and Subscriptions	3,000	
Dues and membership	600	
Utilities Training/Safety	8,400	
Subtotal - Other	49,200	
Subtotal - Utility District Operating Costs	399,465	
Capital Costs & Equipment Rental/Lease		
Purchase		
Shop Tools/OS&E UD SPLIT	17,500	
3/4 Ton Truck (SPLIT UD)	31,794	
Lease		
CAT 315 Excavator	14,000	Split RFD/UD
CAT 420 Backhoe	7,500	Split RFD/UD
Rental		
Misc Rental	9,000	placeholder for a specialty tool if needed (i.e. pipe fuser, sewer camera, etc)
Capital Cost - Water Distribution & Treatment		
Phase 1 PRV Retrofit	100,000	Distribution capital
Clow I Hydrant	30,000	Distribution capital - Smart hydrant - distribution pressure monitoring and alarm
PS3 CL2 Analyzer Upgrade	10,000	Water treatment Capital
Subtotal - Capital Costs & Equipment Rental/Lease	219,794	
Total Operating & Equipment/Capital Costs	619,259	

WPR Utility District
Standby and Connection Fee Revenue
FY26 Budget

Standby Fees

Lot	Owner		Amount	
	NVRTH1, LLC	TH Units 1-6	720	7/31/2025
	NVRTH2, LLC	TH Units 7-12	720	7/31/2025
	NVRMV1, LLC	MV units (4)	480	7/31/2025
	NVRMV2, LLC	MV units (4)	480	7/31/2025
	NVRCondo 1, LLC	Condo Bldg	120	7/31/2025
C-15	Lim		120	7/31/2025
D-01A	Nevell		120	7/31/2025
D-02A	Gerlich		120	7/31/2025
D-03A			120	7/31/2025
D-04A			120	7/31/2025
D-05A			120	7/31/2025
D-06A			120	7/31/2025
D-07A			120	7/31/2025
D-08A			120	7/31/2025
D-09A			120	7/31/2025
D-10A			120	7/31/2025
D-11A			120	7/31/2025
D-12A			120	7/31/2025
E-05	Hyde		120	7/31/2025
E-02	Dechant		120	7/31/2025
C-14	Page		120	7/31/2025
WPR	Skier Services		120	7/31/2025
C-03	Petelinsek	Phase 1	120	7/31/2025
E-08	Goodman	Phase 1	120	7/31/2025
E-01	Fisher	Phase 1	120	7/31/2025

Total Standby Fee Revenue **4,920**

Connection Fee Revenue

WPR	Skier Services	Phase 4	25,000	7/31/2025	
C-03	Petelinsek	Phase 1	25,000	7/31/2025	DRB approved 3/27/25... no will serve yet
E-08	Goodman	Phase 1	25,000	7/31/2025	DRB approved 4/14/25...will serve - 04/28/25
NVRMV2, LLC	MV Bldg (final 2)	Phase 4	50,000	5/31/2026	
D-22	Layton	Phase 2A	25,000		under construction
D-28	Khosla	Phase 2A	25,000		under construction
D-32	Payne	Phase 2A	25,000		under construction

Permits by June 2026 (per Brian N)

D-30	Dick	Phase 2A	25,000		will serve - 04/28/25
D-44	Allen	Phase 3A	25,000		will serve - 04/28/25
G-05	Camaur	Phase 3A	25,000		DRB approved 3/24/25
D-35	Williams	Phase 2A	25,000		DRB approved 5/5/25
D-59	Taylor	Phase 3A	25,000		final plan resubmittal 5/5/25
D-42	Nichols	Phase 3A	25,000		final plan submittal 5/9/25
C-37	Schroepfer	Phase 5	25,000		preliminary submittal 5/2/25
C-20	Cardon	Phase 1	25,000		concept submittal 5/12/25
F-02	Stern	Phase 3A	25,000		Preliminary comments 7/23/24
D-53	Hill	Phase 3A	25,000		Preliminary resubmittal 5/9/25
C-27	Eggers	Phase 5	25,000		Concept submittal 3/11/25
E-10	Sonen	Phase 1	25,000		concept submittal 4/3/25
D-29	Ryan	Phase 2A	25,000		concept submittal 5/7/25
C-38	Chan	Phase 5	25,000		Pre-design mtg 11/25/24
D-56	Brazeal	Phase 3A	25,000		Pre-design mtg 1/31/25
E-15	Feldman	Phase 1	25,000		pre-design mtg 11/8/24
C-29	Brand	Phase 5	25,000		pre-design mtg 1/31/25
D-51	Danhakl	Phase 3A	25,000		Pre-design mtg 11/8/24
G-12	Ramirez	Phase 3C	25,000		

Total Connection Fee Revenue **675,000**

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) 845-8087

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

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):

☒ 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



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.

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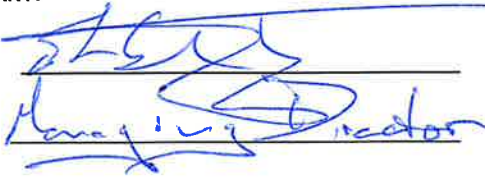


WHEREUPON, the parties hereto have set their hands the day and year first above written.

APPLICANT:

MORGAN COUNTY

By:



Title: Managing Director

By: _____

Title: County Commission Chairperson

(Signature must be notarized on following pages.)

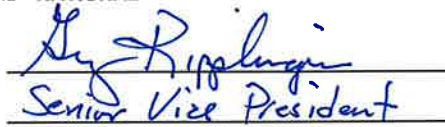
ATTEST:

COUNTY CLERK

ZIONS FIRST NATIONAL BANK

By:

Title:



Senior Vice President

(Signature must be notarized on following pages.)

WPR UTILITY DISTRICT

By:

Title:



Board Chair

(Signature must be notarized on following pages.)

WPR ROAD AND FIRE DISTRICT

By:

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



APPLICANT NOTARIZATION

State of UTAH)
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 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

UTILITY DISTRICT NOTARIZATION

State of UTAH)
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 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

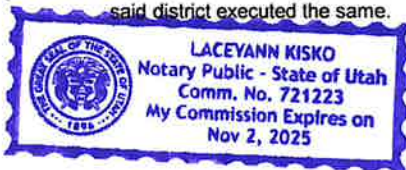


ROAD DISTRICT NOTARIZATION

State of UTAH)
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 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.

Notary Public



DEPOSITORY NOTARIZATION

State of Utah)
County of Salt Lake)

On this 26 day of March, 2025, personally appeared before me GUY RIEPLINGER [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

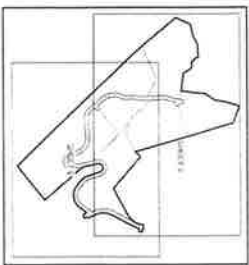


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NORTH HALF OF SECTION 29,
TOWNSHIP 4 NORTH, RANGE 1 EAST, S
SALT LAKE BASIN LAND MEMORANDUM
MORGAN COUNTY, UTAH
JANUARY 28, 2025

[illegible]

SHEET 1
REDA PAPER ONLY - SIGNATURE & CROSS IDENTITY MARKS
NAME: _____
DATE: _____
SIGNATURE: _____
CROSS IDENTITY MARKS: _____



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40000000
10000000
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Author's address: Department of Mathematics, University of California at Berkeley, 94720-1987, CA, USA.
E-mail: shashank@math.berkeley.edu

Abstract *Pharmaceutical Innovation in the United States* by J. H. Silberman. New York: Basic Books, Inc., 1978. Pp. 288. \$19.95. ISBN 0-465-02030-1.

DATE _____ TIME OF CALL _____
BY _____

RECEIVED BY _____

MORGAN EQUITY ATTORNEYS
 400 N. W. 10th St.
 SUITE 2000
 MIAMI, FL 33136
 305.571.1100

MOBILE COUNTY FLOWERS
APPROVED THIS _____ DAY OF _____ 20____
MOBILE, ALABAMA

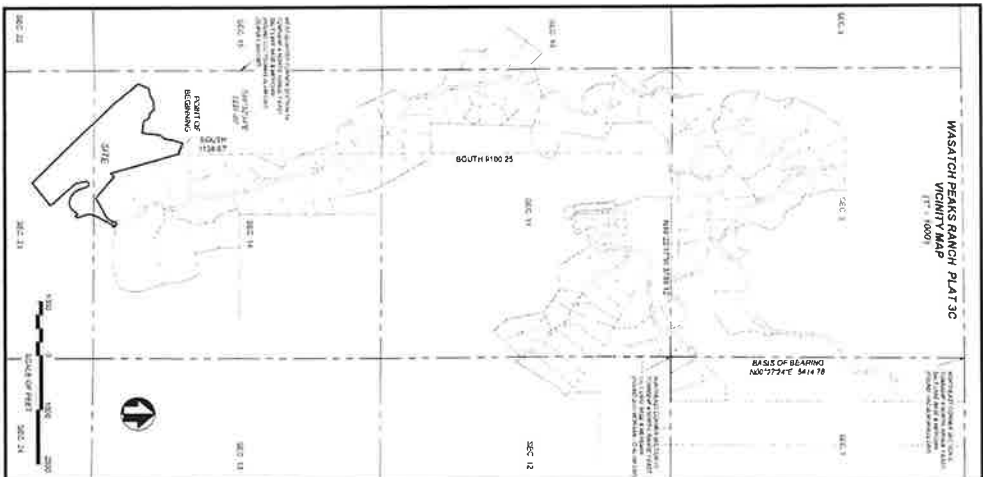
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AT THE 2012-2013 OF

PAGE _____

WILLIAM COUNTY RECORDS

WASATCH PEAKS RANCH PLAT 30

[illegible]

WASATCH BEARS RANCH PLAT 30

[illegible]

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

STATE OF WYOMI COUNTY OF WASHINGTON RECORDS HAVE BEEN FILED THIS REQUEST FOR
DATE _____ TIME _____ BOOK _____ PAGE _____
I, _____
FEE _____ WYOMI COUNTY RECORDS

LOCATED IN SOUTH HALF OF SECTION 14 AND THE

MORGAN COUNTY, UTAH

STATE OF UTAH
COUNTY OF _____

University of North Carolina

STATE OF OHIO
COUNTY OF _____

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STATE OF UTAH
COUNTY OF _____

References

STATE OF OAH
COUNTY OF _____

Comments (in pencil) on _____

STATE OF UTAH
COUNTY OF _____

ISSN 0007-1226

STATE OF OHIO
County of _____
ss: _____

_____ **Coauthor(s)**

STATE OF ILL. _____
COUNTY OF _____

Consent/Share: ☐

STATE OF UTAH
COUNTY OF _____

CONSTITUTIONAL

STATE OF UTAH
COUNTY OF

COMMUNICATIONS _____

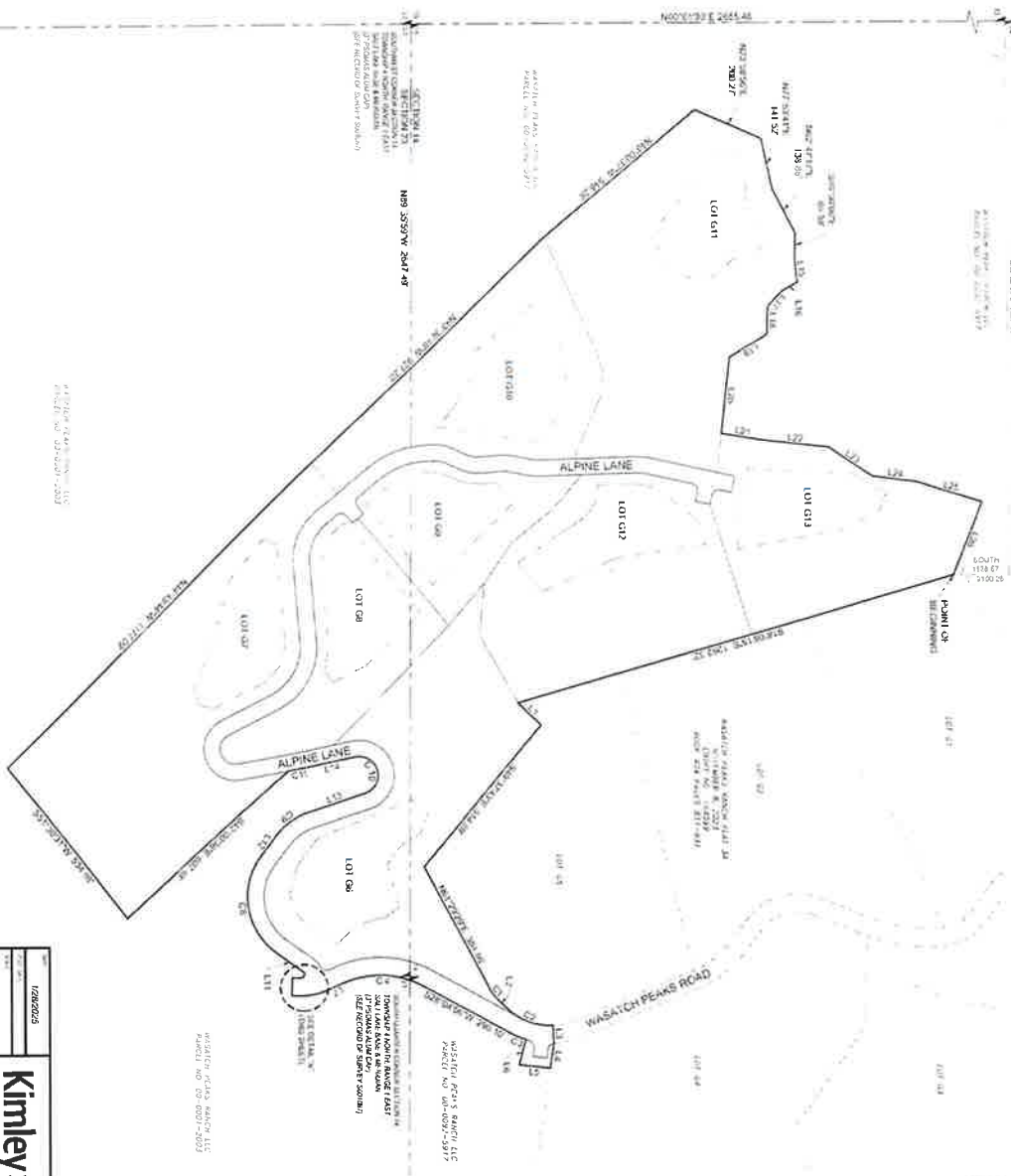
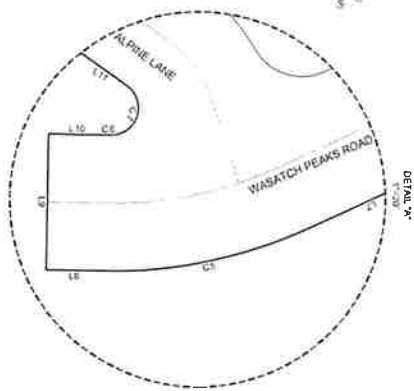
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Kimley»Horn

LOCATED IN SOUTH HALF OF SECTION 19 AND THE

MOHOGAN COUNTY, UTAH

W. Edwards Halliday, English teacher at Cady's.



Curve Label	CMA Results			
	Radius	Pos. %	On Axis	On Path
C1	12.00	63.00%	63.00%	56.7
C2	15.16	47.50%	50.49%	44.63
C3	14.44	37.50%	40.49%	34.63
C4	22.75	24.00%	26.72%	23.07
C5	27.66	25.29%	27.47%	24.67
C6	12.50	0.17%	0.66%	0.67
C7	21.16	14.50%	17.71%	16.64
C8	16.67	16.41%	18.75%	17.68
C9	10.47	34.51%	36.20%	33.35
C10	10.67	27.00%	28.67%	26.68
C11	22.50	17.71%	19.35%	18.64

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LEGEND

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- ADDRESS LINE
- SECTION LINE
- COUNTY BREAK
- LOT LINE
- ROAD RIGHT
- ADDRESS LABEL

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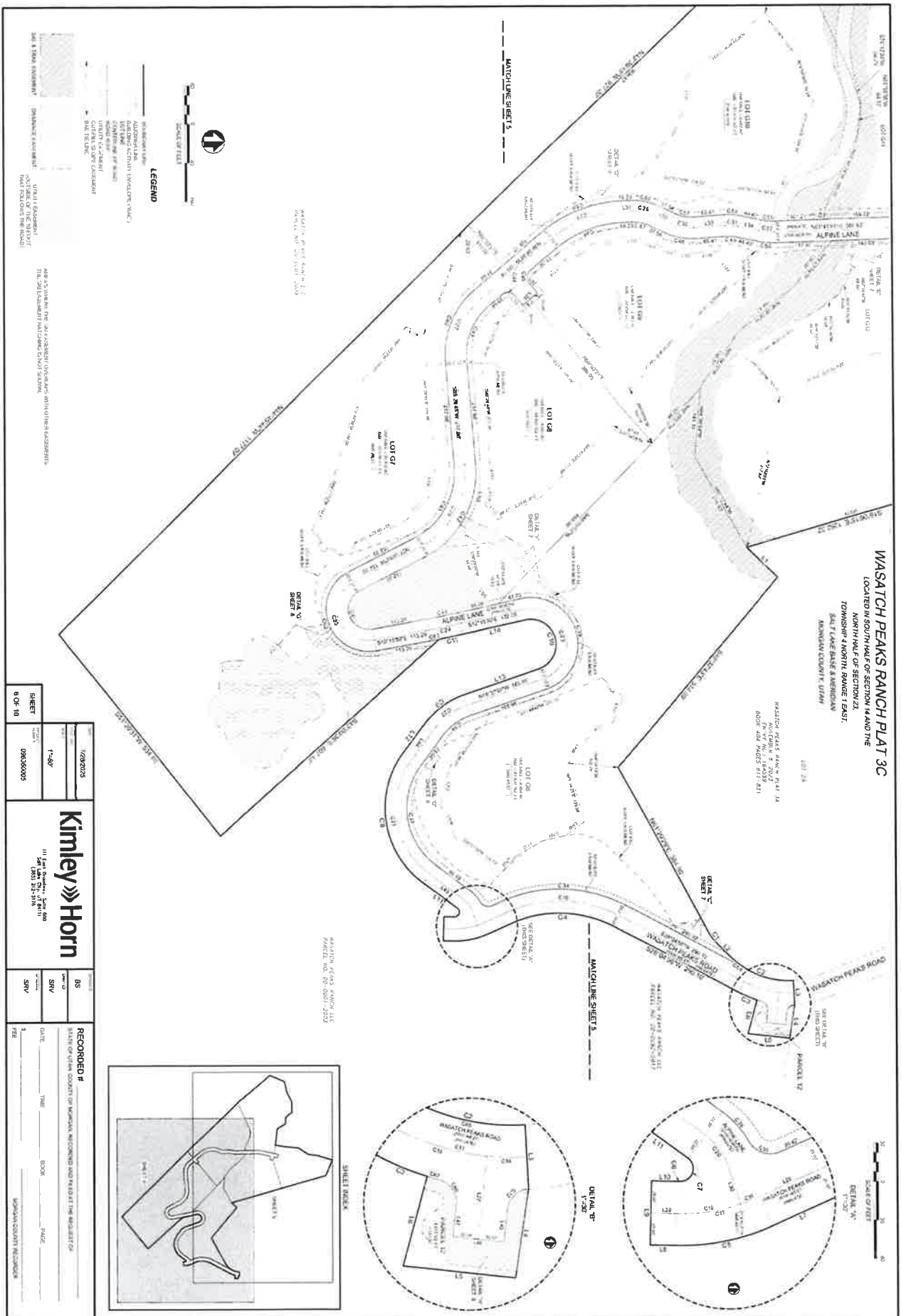
SECTION CARRIER (C.O.)

Kimley»Horn

096360005

RECORDED # _____
 COUNTY OF JOHNSON RECORDER AND CLERK AT THE COUNTY SEAL
 DATE _____ TIME _____ BOOK _____ PAGE _____
 SBY _____
 SBY _____
 JOHNSON COUNTY RECORDER

MORGAN COUNTY READER



LOCATED IN SOUTH HALF OF SECTION 14 AND THE
NORTH HALF OF SECTION 31

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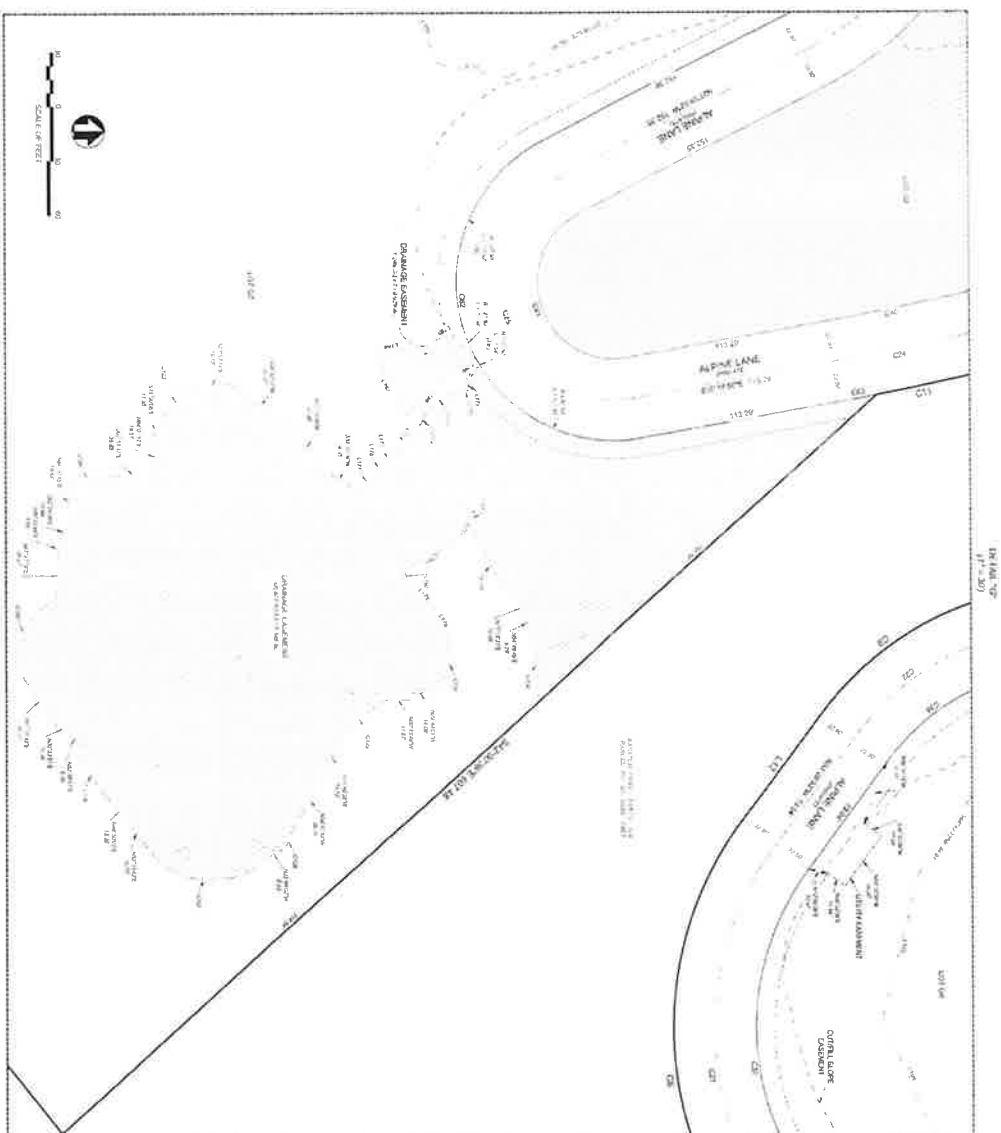
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TIME	12:00 PM	3. RECORD #	81616 (If Blank, Submit for Woman Records and it is at the Request for)
NAME	WARGES	4. SNV	SNV
Address	1911 East Swanton, Suite 600 Salt Lake City, UT 84111 Tel: 320.311.7888	5. DATE	TIME
5. SNV	SNV	6. BOOK	PAGE
6. FEE		7. REQUESTED BY	
7. OF 10	099390005	WARGES COURT REQUEST	

LOCATED IN SOUTH HALF OF SECTION 14 AND THE

TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASSE & MERRIDIAN
MORGAN COUNTY, UTAH



DATE	1/26/2005	Kimley»Horn 1811 East Broadway, Suite 200 Denver, CO 80202 Tel: 303.733.1999	PROJECT	055
BY	VA/MS		NO.	SHV
PROJECT	VA/MS		DATE	1/26/2005
SHEET	056/06/005			
LOG NO.	056/06/005			

RECORDED #

DATE OF FILING: 02/04/05 BY: MICHAEL RECORDED AND FILED BY: MICHAEL

FILE # _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

LABORATORY RECORDS

LOCATED IN SOUTH HALF OF SECTION 14 AND THE

MONUMENT OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 1 EAST.

MORGAN COUNTY, UTAH

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--- FLOOD ZONE ---
--- UTILITY EASEMENT ---
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UNITED STATES
DEPARTMENT OF THE ARMY
HEADQUARTERS, THE ARMY
ENGINEER CENTER, FORT MONROE

AREAS WHERE THE SO EASEMENT OVERLAPS WITH OTHER EASEMENTS
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NORTH HALF OF SECTION 23,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH

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Exhibit B

Financial Guarantee Estimate
March 24, 2025



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 Guregaard

Date:

3/24/25

Procurement Policy



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

By: _____
Gary Derck, Chairman

WPR UTILITY DISTRICT

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 Utility 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**”.

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 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) **Board Meeting Support:** 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) **Communications:** 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 aggregate 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 UTILITY DISTRICT

By: _____
Gary Derck, CEO/Chief Development Officer

By: _____
Ed Schultz, Trustee

2025-26 Service Provider Rates Schedule



Utility District Service Provider Rates

Service	Provider	Rate
Professional Fees; Accounting	Wasatch Peaks Ranch Club, LLC	\$2,500 per month
District Administrative Management	WPR Development Company, LLC	\$3,000 per month
General Management Services	WPR Development Company, LLC	\$27,773 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