



The Regular Meeting of the
Brian Head Town Council

Brian Head Town Hall – Council Chambers
56 North Highway 143 – Brian Head, UT 84719
www.Zoom.us ([Click Here](#))

Via Zoom Meeting ID# 858 6805 5520

TUESDAY, APRIL 28, 2026 @ 1:00 PM

AGENDA

- A. **CALL TO ORDER**
- B. **PLEDGE ALLEGIANCE**
- C. **DISCLOSURES**
- D. **APPROVAL OF THE MINUTES:** March 24, 2026, Town Council Minutes
- E. **REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS.** Public input is limited to three (3) minutes on non-agenda items.
- F. **AGENDA ITEMS**
 - 1. **LAND MANAGEMENT CODE AMENDMENT, CHP. 7-13 ASPEN MEADOWS MOUNTAIN ZONE AMENDMENT.** Greg Sant, Planning & Building Administrator. The Council will consider an ordinance amending the LMC, Chp. 7-13 Aspen Meadows Mountain Zone .
 - 2. **GENERAL PLAN LAND USE MAP AMENDMENT FOR ASPEN MEADOWS MOUNTAIN ZONE.** The Council will consider an ordinance amending the General Plan Land Use Map Amending from Annex Transition to Aspen Meadows Mountain Zone.
 - 3. **ZONE DISTRICT MAP AMENDMENT FOR ASPEN MEADOWS MOUNTAIN ZONE.** Greg Sant, Planning & Building Administrator. The Council will consider an ordinance amending the Land Management Code, Chpt. 6, Zone District Map from Annexed Transition to Aspen Meadows Mountain Zone. .
 - 4. **BLUE JAY WAY ROAD DEDICATION ORDINANCE.** Greg Sant, Planning & Building Administrator. The Council will consider an ordinance dedicating a portion of Blue Jay Way.
 - 5. **CONSIDERATION FOR ADOPTION OF A RESOLUTION ESTABLISHING THE TERMS AND CONDITIONS OF THE ISSUANCE OF THE TOWN'S NOT TO EXCEED \$777,273 SPECIAL ASSESSMENT BONDS, SERIES 2026 (UNIT 3 ASSESSMENT AREA); AUTHORIZING THE EXECUTION BY THE TOWN OF A MASTER RESOLUTION, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS..** Bret Howser, Town Manager. The Council will consider a resolution to authorize the sale of the bonds for the Brian Head Unit 3 Special Assessment Area.

6. **CONSIDERATION FOR ADOPTION OF A RESOLUTION ESTABLISHING THE TERMS AND CONDITIONS OF THE ISSUANCE OF THE TOWN'S NOT TO EXCEED \$323,437 SPECIAL ASSESSMENT BONDS, SERIES 2026 (SPECIAL TAX ASSESSMENT AREA NO. 2024-02 (ELK DRIVE)); AUTHORIZING THE EXECUTION BY THE TOWN OF A MASTER RESOLUTION, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.** Bret Howser, Town Manager. The Council will consider a resolution to authorize the sale of the bonds for the Elk Drive Special Assessment Area.
7. **OLYMPIC DRIVE / SALT PILE DRIVE GRAVEL ROAD IMPROVEMENT SPECIAL ASSESSMENT AREA PETITION.** Bret Howser, Town Manager. The Council will hold a discussion on a petition for a Special Assessment Area for gravel road improvements for Olympic Drive /Salt Pile Drive.
8. **FUTURE AGENDA ITEMS.** Discussion on potential items for future Council agendas.

G. ADJOURNMENT

Date: April 24, 2026

Available to Board Members as per Ordinance No. 11-003 authorizes public bodies, including the Town, to establish written procedures governing the calling and holding of electronic meetings at which one or more members of the public board may participate by means of electronic communications. In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda on the Brian Head Town website, Utah Public Meeting website, and at the Town Hall according to Utah Code Annotated §63A-20-102 and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.

Nancy Leigh, Town Clerk



STAFF REPORT TO THE TOWN COUNCIL

BRIAN HEAD

ITEM:

LMC AMENDMENT, CHP. 7.13 ZONE DISTRICT REGULATIONS- ASPEN MEADOWS MOUNTAIN ZONE

AUTHOR: Greg Sant
DEPARTMENT: Planning and Building
DATE: April 28, 2026
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will consider an ordinance amending the Land Management Code, Chapter 7-13 for the Aspen Meadows Mountain Zone. In reviewing the first Preliminary Plat for the Aspen Meadows project, it was evident that there were some discrepancies between the Development Agreement and the new LMC Annexed Transition and Mountain Overlay Zoning Districts as well as the process by which new subdivisions would proceed and be approved for the newly annexed Aspen Meadows land. This proposed LMC amendment is intended to fix those discrepancies.

BACKGROUND:

In August of 2024 the Town annexed Aspen Meadows and adopted the Aspen Meadows Development Agreement/Exhibits outlining the future development of the property. At that time the General Plan was amended as shown on the attached General Plan Exhibit and the land was all zoned as Annexed Transition. On January 20, 2026, Aspen Meadows presented a conceptual/schematic plan to the Planning Commission for their first phase of development, the Alpine Christmas Tree Area. Following this review by Staff and the Planning Commission, the applicant applied for Preliminary Plat approval.

During that review, Staff realized that the property in question was zoned as Annexed Transition instead of the Mountain Zone referred to in the Development Agreement in 2. ANNEXATION and in 16. NOTICE OF ZONING ACTIONS. These 2 paragraphs in the Development Agreement state that the property will be annexed into the Town zoned as Mountain Zone. However, the Mountain Zone is further defined in the Development Agreement as an Overlay Zone (see Exhibit F of Development Agreement). As an Overlay Zone, the Mountain Overlay Zone overlays other primary zoning designations of the property, therefore, it is not the primary zoning for the property. At annexation, the primary zoning for the property was designated as Annexed Transition.

Both the Mountain Overlay Zone and the Annexed Transition Zone were added to the Town LMC under Title 9, Chapter 7 paragraphs 10 and 13 respectively. Annexed Transition Zoning requires any new subdivisions that are proposed in this zone must go through the zone change process to update the Zoning Map. After talking to the Applicant, it was obvious that Aspen Meadows believed that the entire property had already been approved for the zoning that was indicated on their Conceptual Master Plan (see Exhibit C of the Development Agreement). Because of this, the Aspen Meadows group believed that there was a need to go through the Preliminary and Final Plat review processes, so the plat could be recorded, but there was no need to go through the zone change process. The Planning Commission tabled the Preliminary Plat in order discuss the Zoning issue. Subsequently, the Preliminary Plat was approved on March 17, 2026 by the Planning Commission contingent on this new zone being created and the approval of a General Plan Amendment and a Zone Change on the subject property.

ANALYSIS:

It is apparent in the Development Agreement in a few places, namely in Exhibit D - the Aspen Meadows Design and Development Guidelines, that the developer never foresaw having to rezone each Preliminary Plat that was submitted, rather Exhibit C - Conceptual Master Plan was

the zoning with the Mountain Overlay Zoning on top. The only exception to this is whether health, welfare and safety were a concern. However, there are many places in the Development Agreement that say that the Town reserves the right to process each phase of the development per our zoning, subdivision, ordinances and regulations.

This was taken to the Town Council on March 3, 2026, to discuss the following options:

Option #1 - Amend the Mountain Zoning so that it is a primary zone and not an Overlay Zone District:

- A. This would still be a zone that only applies to large mixed-use projects.
- B. It would refer to a Development Agreement and Exhibits, in this case for Aspen Meadows it would refer to Exhibits:
 - (1) C - Aspen Meadows Conceptual Master Plan - as the proposed Land Use for each Neighborhood with its estimated density summaries.
 - (2) D - Aspen Meadows Design and Development Guidelines
 - (3) F - Aspen Meadows Mountain Zoning
- C. This Zone would replace the Annexed Transition Zone that is currently on the Aspen Meadows property.
- D. Staff would review each Preliminary Plat to make sure it follows the Development Agreement and its Exhibits as well as all Town ordinances and it would be given to the Planning Commission to review and approve or deny. The last requirement would be for the Staff to approve the construction plans and the final plat per the Subdivision Ordinance before starting the development.

Option #2 - Keep the Annexed Transition Zone

- A. This would require every new Preliminary Plat to also apply for a Zone Change for that phase and go through the process the Town already has laid out.
- B. As the Town has already agreed and signed the Development Agreement that includes the Exhibits mentioned above, if it followed the stipulations therein, the Town Council would be obligated to approve the Zone Change.
- C. This would increase the number of public hearings from 1 to 3 while approving the phase. This it would increase the work that the Staff would be doing for something that could be completed once.

Option #3 - Create a new Resort Mixed Use Zone

- A. This would be like Option #1 above; however, it would be able to be used by any applicant that has a large parcel that they want to develop as mixed use.
- B. This zone would outline a minimum size of project, either by acreage or by residential or commercial densities. See attached Planned Community Development Zone from Washington City as an example.
- C. Standards and Guidelines like what Aspen Meadows has done would need to be addressed as would the Development Agreement requirements.
- D. For Aspen Meadows, this zone would replace the Annexed Transition Zone.
- E. If this is the chosen solution, then the Staff would review each Preliminary Plat to make sure it follows the Development Agreement and its Exhibits as well as all Town ordinances and it would be given to the Planning Commission to review and approve or deny. The last requirement would be for the Staff to approve the construction plans and the final plat per the Subdivision Ordinance before starting the development.

After discussing these 3 options, the Council gave direction to Staff to use Option #1. Attached is the proposed Mountain Zoning District that would take the place of the Mountain Overlay District. The Annexed Transition Zone would remain in the LMC and could be used for future annexations into the Town. The Planning Commission recommended approval to the Town Council on April 7, 2026.

STAFF RECOMMENDATION:

Staff recommend that the new Aspen Meadows Mountain Zoning be approved as presented.

PROPOSED MOTION:

I move to adopt ordinance No. 26-004 amending the Land Management Code, Chapter 7.13 as presented.

ATTACHMENTS:

A - Ordinance Amending the LMC Chp. 7-13

B - Exhibit C - Conceptual Master Plan



ORDINANCE NO. 26-___

AN ORDINANCE AMENDING BRIAN HEAD TOWN CODE, TITLE 9, LAND MANAGEMENT CODE, CHAPTER 7.13; ZONE DESIGNATION REGULATIONS FROM ASPEN MEADOWS MOUNTAIN OVERLAY ZONING DISTRICT TO ASPEN MEADOWS MOUNTAIN ZONE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brian Head Town has identified a need to amend the Brian Head Land Management Code to regulate land use within the Town limits of Brian Head, Utah; and,

WHEREAS, in review of the Aspen Meadows Development Agreement it was determined there was a conflict with the zone designation name for Aspen Meadows Mountain Overlay Zoning District; and

WHEREAS, the Brian Head Planning Commission held a public hearing on April 7, 2026, giving at least ten (10) days' notice before the public hearing to receive public comment. The Planning Commission forwarded their recommendation of approval for the Brian Head Land Management Code, Chapter 7-13, Zone Designation Regulations. Aspen Meadows Mountain Zone to the Brian Head Town Council for their consideration and adoption; and

WHEREAS, the Brian Head Town Council held a public meeting on April 24, 2026, giving; and,

WHEREAS, it is in the best interests of Brian Head Town and the health, safety, and general welfare of its citizens to adopt this Ordinance:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF BRIAN HEAD, UTAH, COUNTY OF IRON, STATE OF UTAH, AS FOLLOWS:

Section 1. The Brian Head Land Management Code is hereby amended and incorporated herein by reference as Title 9, Chapter 7-13 Zone District Regulations, Aspen Meadows Mountain Zone is identified in **Attachment "A"**. All changes are identified in red font.

Section 2. **Effective Date.** This Ordinance shall take effect upon its passage by a majority vote of the Brian Head Town Council. Upon this Ordinance being adopted by the Brian Head Town Council of Iron County, Utah. All provisions of this Ordinance shall be incorporated into Title 9 of the Brian Head Town Code.

Section 3. **Conflict.** To the extent of any conflict between other Town, County, State, or Federal laws, ordinances, or regulations and this Ordinance, the more restrictive is deemed to be controlling.

Section 4. Severability Clause. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Repealer. All provisions of the Brian Head Town Code that are inconsistent with the expressed terms of this Ordinance shall be repealed.

PASSED AND ADOPTED BY THE BRIAN HEAD TOWN COUNCIL OF IRON COUNTY, UTAH this ____ day of April 2026, with the following vote.

TOWN COUNCIL VOTE:

Mayor Clayton Calloway	Yes ____	No ____
Council Member Martin Tidwell	Yes ____	No ____
Council Member Logan Cruz	Yes ____	No ____
Council Member Larry Freeberg	Yes ____	No ____
Council Member Duane Nyen	Yes ____	No ____

BRIAN HEAD TOWN COUNCIL

By: _____
Clayton Calloway, Mayor

ATTEST:

Nancy Leigh, Town Clerk

(SEAL)

CERTIFICATE OF PASSAGE AND POSTING

I hereby certify that the above Ordinance is a true and accurate copy, including all attachments, of the Ordinance passed by the Town Council on the ____ day of April 2026, and have posted a copy of the ordinance on the Public Meeting Notice Website and on the Town website: brianheadtown.utah.gov as per UCA 63-30-102.

Nancy Leigh, Town Clerk

ATTACHMENT "A"
Land Management Code Amendment Chp. 7-13

Proposed Aspen Meadows Mountain Zoning Revision

9-7-13: Aspen Meadows Mountain Zone

A. Purpose Statement: The purpose of the Mountain ~~Overlay Zoning District~~ is to guide development in the Aspen Meadows area consistent with the master plan contemplated in the Aspen Meadows Annexation & Development Agreement (See Exhibit C. Conceptual Master Plan). This ~~overlay district Zone~~ allows certain deviation from standards in ~~underlying zones Land Uses listed below~~ in exchange for guarantees to the Town included in the Annexation and Development Agreement. Furthermore, the purpose of this Zone is to promote public health, safety and general welfare through provisions designed to establish a Zoning District which will:

1. Facilitate a large-scale, mixed-use development incorporating various types of residential, commercial, resort and industrial uses and zoning concepts which may create significant impacts on the Town, while maximizing the public benefit from such a development, and minimizing any adverse impacts of such a development.
2. Provide streamlined review procedures for the preliminary and final plats designed to accommodate a multiple phased approach to design and construction of this large residential, mixed-use development.

B. Permitted & Conditional Uses: The Annexation and Development Agreement dated March 19, 2024, and the Conceptual Master Plan(Exhibit C) were adopted by the Town Council and are intended to be utilized to guide the allowable uses in the Aspen Meadows Mountain Zone. As such, all permitted and conditional uses contained in other zone districts designations detailed in this chapter (§9-7) are allowable as permitted and conditional uses in the Aspen Meadows Mountain Zone. The general location of these uses, and the total resultant density, shall be consistent with the Annexation and Development Agreement and the Conceptual Master Plan. The following exceptions apply:

1. Recreation Open Space uses will follow 9-7-7 with the following exceptions
 - a. Outfitter Cabins, Ski Lodges and other resort-planned support buildings may exceed 1,500 SF in size, per Development Agreement.
 - b. Horse boarding is allowed.
 - c. Permitted accessory uses: Detached or attached single-family residence used only for the use of ranch / outfitter caretaker, watchman or similar employee of a permitted use, when located upon the same site as said permitted use.

C. Physical Restrictions & Design Standards:

Physical restrictions and design standards approved and adopted by the Town Council (in particular those detailed in chapters 7 and 12 of this title) shall control and regulate the development and construction within the project in concert with the Annexation and Development Agreement and Conceptual Master Plan, and according to their respective uses. In addition ~~to the allowances in the underlying zones Land Uses listed below~~, the following requirements, allowances and restrictions are made:

1. Single Family Residential uses will follow 9-7-1 with the following exceptions:
 - a. ~~Conditional Uses~~-ADU – Mother-in-law/guest house accessory use are not to exceed 2,500 square feet.
 - b. Physical Restrictions
 - i. Maximum Height: Thirty-five (35') with town requirement, acknowledge,

and notary of a required Bonus Request Statement.

- ii. Maximum Building Coverage: Each individual building lot in Aspen Meadows is made up of three (3) zones; the development envelope zone, the driveway corridor zone, and the natural open space zone. Building coverage is measured by total site coverage which cannot exceed 20% of the total individual lot size measured in square feet and as identified within the Aspen Meadows development envelope zone only per individual lot.
- iii. Driveways: Minimum five-foot (5') setback from the side corners at road frontage or all driveway edging, pavement, or other surface materials. Minimum with allowed twelve feet (12').

2. Multi-Family Residential uses will follow 9-7-2 and 9-7-3 respectively.

3. General Commercial uses will follow 9-7-4.

4. Village Commercial uses will follow 9-7-5 with the following exceptions:

a. Physical Restrictions

- I. Maximum Height: Additional heights may be applied for taking into account, design, uses, massing, stepping, commercial and residential mix and ceiling heights such as found within an anchor hotel. This condition applies to only one of the two envisioned Villages, being the Art Village for Aspen Meadows.

5. Light Industrial uses will follow 9-7

6. Conservation Open Space uses will follow 9-7-8.

7. Civic uses will follow 9-7-9.

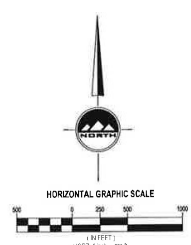
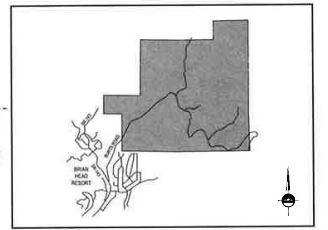
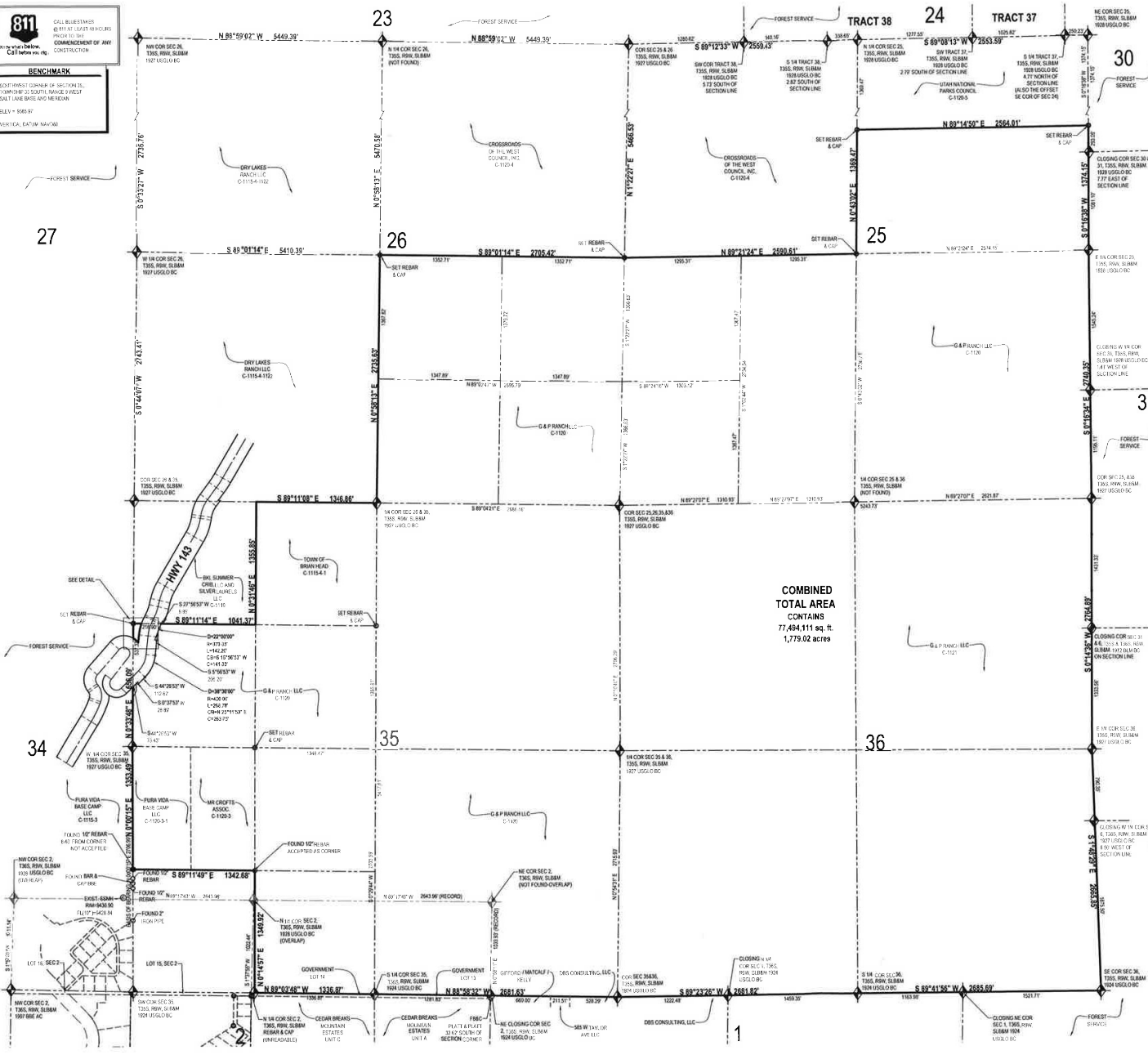
8. Building Bonuses will follow 9-7-11.

9. Additional Design Standards

- a. Use of storage or metal cargo containers for either permanent or temporary residential use is not allowed within Aspen Meadows Mountain Zone. Tents, yurts, temporary structures, or storage needs allowed for use only by the declarant for planned resort amenity site specific uses and development purposes such as planned events, on-hill skier-hubs, field office use or stage of materials on site.
- b. Perimeter fencing allowed throughout Aspen Meadows Mountain Zone and its boundaries for purposes of providing security, controlled access points and ongoing monitoring and prevention of unauthorized access onto property. All public access points to be controlled, marked, and designated for hiking and mountain bike access only into and out of property together with controlled main public road access points. For fencing standards allowed within Aspen Meadows Mountain Zone, refer to the Aspen Meadows Design and Development Guidelines.

811
CALL BEFORE YOU DIG
FOR THE COMMENCEMENT OF ANY CONSTRUCTION

BENCHMARK
SOUTH PLUMB LINE OF SECTION 26, CORNER 25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN
T.L.L.Y. = 1985.97
SOURCE: DATUM NAVD83



LOCATED IN SECTIONS 23, 24, 25, AND 26, TOWNSHIP 25 SOUTH, RANGE 9 WEST, SALT LAKE BASE AND MERIDIAN

LEGEND

	SECTION CORNER		ADJACENT RIGHT OF WAY
	EXIST PUMP AND CAP		CENTERLINE
	SET PUMP IN LAND AND CAP		PROPERTY LINE
	WATER METER		ADJACENT PROPERTY LINE
	WATER MANHOLE		DECELINE
	WATER VALVE		LASE IN PIPE
	FUEL HYDRANT		FENCE
	SANITARY SEWER MANHOLE		EDGE OF ASPHALT
	GAS MAIN BOX		SANITARY SEWER LINE
	ELECTRICAL BOX		QUARRY WALKER LINE
	UTILITY MANHOLE		OVERHEAD WIRE LINE
	UNLIT POLE		GAS LINE
	LIGHT		EXISTED FLOWLINE
	ROAD BOW MARKER		EXISTED CENTERLINE
	TELEPHONE BOX		

NOTE: WALKER SYMBOLS THAT ARE NOT USED BY THIS SURVEY.

EN SIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3550

CEYAR CITY
Phone: 435.865.4453

RICHHILD
Phone: 435.856.2583

WWW.ENSIGNENG.COM

ANNEXATION PLAT MAP
G & P RANCH, LLC & PLUMB INVESTMENT LC
ANNEXATION SUBMITTAL REQUIREMENT #8
BRIAN HEAD, UTAH

ANNEXATION PLAT MAP

PROJECT NUMBER: 10708
DRAWN BY: B. HOFFMAN
CHECKED BY: J. G. BISHOP
DATE: 11/15/2024

1 OF 2



AUTHOR: Greg Sant
DEPARTMENT: Planning and Building
DATE: April 28, 2026
TYPE OF ITEM: Legislative Action

An application for a General Plan Amendment and Zone Change was received by Staff for the Aspen Meadows Development. The Applicant is asking to change the General Plan and Zoning from Annexed Transition to Aspen Meadows Mountain Zoning. The annexation plat is attached for the complete legal description of the property.

BACKGROUND:

As discussed and outlined in the Staff Report for the New/Revised Mountain Zoning District, this amendment and change will clarify the Development Agreement and all its Exhibits, and it will simplify the development process.

ANALYSIS:

The process to amend the General Plan and the Zoning District Map is identified in the LMC and the process for both are the same.

AMENDMENTS TO THE GENERAL PLAN AND THE ZONE DISTRICT MAP:

A. Review Process:

1. Planning Commission: The proposed amendment shall be submitted to the Planning Commission with documentation as prescribed in chapter 4 of this title, "Submittal Requirements". Within a reasonable time after receiving the proposed amendment, the Planning Commission shall hold a public hearing on the proposed amendment and shall forward a recommendation to the Town Council for approval, modification and approval, or denial of the proposed zone amendment by following the procedures described by Utah Code Annotated § 10-9a-502 and §10-9a-503.

2. Town Council: Following the Planning Commission public hearing, the Town Council shall also convene a public meeting to receive public comment regarding the proposed amendment. Once a recommendation is forwarded from the Planning Commission to the Town Council, the Council shall reject or adopt the proposed amendment either as proposed by the Planning Commission or after making any revision that the Town Council considers appropriate.

B. Standards For Review: The Planning Commission and Town Council shall consider whether the proposed amendment meets the following standards:

1. Meets a recognized and demonstrated need in the community,
2. Will be compatible with the character of the neighborhood and surrounding structures in use, scale, mass and circulation,

3. Will not result in over intensive use of the land or excessive depletion of natural resources,
4. Will not have a material adverse effect on community capital improvement programs,
5. Will not require a level of community facilities and services greater than that which is available or will become available,
6. Will not result in undue traffic congestion and traffic hazards,
7. Will not cause significant air, odor, water, light or noise pollution,
8. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

As this is a master planned community, all the Standards of Review have been considered and compared to the community Development Agreement, Design Guidelines, Conceptual Master Plan and other Exhibits that outline the development of the community. Aspen Meadows meets or exceeds these standards.

STAFF RECOMMENDATION:

Staff recommend recommends that Town Council approval the Aspen Meadows Annexation Area receive a General Plan and Zoning Amendment to Aspen Meadows Mountain Zoning.

PROPOSED MOTION:

General Plan Amendment:

I move to adopt ordinance No. 26-005 Amending the Brian Head General Plan Land Use Map for Aspen Meadows from Annex Transition to Aspen Meadows Mountain Zone as presented.

Zone District Map Amendment:

I move to adopt ordinance No. 26-006 amending the Zone District Map for Aspen Meadows from Annex Transition to Aspen Meadows Mountain Zone as proposed.

ATTACHMENTS:

- A - Ordinance Amending the General Plan Land Use Map
- B - Ordinance Amending the Zone District Map



ORDINANCE NO. 26-___

AN ORDINANCE AMENDING THE BRIAN HEAD GENERAL PLAN LAND USE MAP FOR ASPEN MEADOWS ANNEXED TRANSITION (AT) TO ASPEN MEADOWS MOUNTAIN ZONE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brian Head Town has identified a need to amend the Brian Head General Plan Land Use Map for the Aspen Meadows Development that was originally designated as Annexed Transition (AT) in May 2024 to Aspen Meadows Mountain Zone within the Town limits of Brian Head, Utah; and,

WHEREAS, the Brian Head Planning Commission held a public hearing on April 7, 2026, giving at least ten (10) days' notice prior to the public hearing to receive public comment. The Planning Commission forwarded their recommendation of approval to the Brian Head Town Council for their consideration and adoption; and

WHEREAS, the Brian Head Town Council held a public meeting on April 28, 2026, to consider the Planning Commission's recommendation; and,

WHEREAS, it is in the best interests of Brian Head Town and the health, safety, and general welfare of its citizens to adopt this Ordinance:

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF BRIAN HEAD, UTAH, COUNTY OF IRON, STATE OF UTAH, AS FOLLOWS:

Section 1. The Brian Head General Plan Land Use Map is hereby amended and incorporated in the Brian Head Town Code regulating land use within the Town of Brian Head, Utah as attachment "A".

Section 2. Effective Date. This Ordinance shall take effect upon its passage by a majority vote of the Brian Head Town Council and following notice and publication as required by law. Upon this Ordinance being adopted by the Brian Head Town Council of Iron County, Utah, all provisions of this Ordinance shall be incorporated into the Brian Head Town Code.

Section 3. Conflict. To the extent of any conflict between other Town, County, State, or Federal laws, ordinances or regulations and this Ordinance, the more restrictive is deemed to be controlling.

Section 4. Severability Clause. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Repealer. All provisions of the Brian Head Town Code that are inconsistent with the expressed terms of this Ordinance shall be repealed.

PASSED AND ADOPTED BY THE BRIAN HEAD TOWN COUNCIL OF IRON COUNTY, UTAH this ____ day of April 2026, with the following vote.

TOWN COUNCIL VOTE:

Mayor Clayton Calloway	Yes ___	No ___
Council Member Martin Tidwell	Yes ___	No ___
Council Member Larry Freeberg	Yes ___	No ___
Council Member Duane Nyen	Yes ___	No ___
Council Member Logan Cruz	Yes ___	No ___

**BRIAN HEAD TOWN COUNCIL
BRIAN HEAD, UTAH**

Clayton Calloway, Mayor

ATTEST:

Nancy Leigh, Town Clerk

(SEAL)

CERTIFICATE OF PASSAGE AND POSTING

I hereby certify that the above Ordinance is a true and accurate copy, including all attachments, of the Ordinance passed by the Town Council on the ____ day of April 2026, and have posted a copy of the ordinance as per Utah State Code §10-3-7-711.
Nancy Leigh, Town Clerk

Future Land Use

-  Traffic Circles
-  Road Corridor
-  Ski Lifts
-  HDR - High Density Residential
-  Medium Density Residential
-  LDR - Low Density Residential
-  GC - General Commercial
-  VC - Village Commercial
-  CV - Civic
-  I - Light Industrial
-  ROS - Recreation Open Space
-  COS - Conservation Open Space

Aspen Meadows Mountain Zone

143

- Chair 1
- Chair 2
- Chair 3
- Chair 4
- Chair 5
- Chair 6
- Chair 7

-  Ski Lifts - Existing
-  Water Protection Zones
-  Parcels
-  Town Boundary
- Land Ownership**
-  Bureau of Land Management
-  National Forest
-  National Wilderness Area
-  Private



0 1,200 2,400 Feet



Jones & DeMille Engineering
 - Shaping the Quality of Life -
 800.748.5275 www.jonesanddemille.com

Brian Head Town

Iron County

**2018 General Plan Update
 Future Land Use Map**

Scale: 1" = 2,400'

Map Name: H:\JD\Proj\2311-015\GIS\Brian Head General Plan 1810-R04\GIS\Projects\Brian Head Town\2018 General Plan.aprx - Brian Head Town Future Land Use 8.5x11
 Project Number: 1810-R04\2311-015 Drawn by: JEM 11-18 Last Edit: 05/24/2024

1



BRIAN HEAD

ORDINANCE NO. 26-__

AN ORDINANCE AMENDING THE BRIAN HEAD LAND MANAGEMENT CODE, CHAPTER 6, ZONE DISTRICT MAP, FOR THE ASPEN MEADOWS DEVELOPMENT FROM ANNEX TRANSITION TO ASPEN MEADOWS MOUNTAIN ZONE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Brian Head Town Council identified a need to amend the Brian Head Zone District Map changing the zone designation for the Aspen Meadows Development from Annex Transition to Aspen Meadows Mountain Zone in order to regulate land use within the Town limits of Brian Head, Utah; and,

WHEREAS, the Brian Head Planning Commission held a public hearing on April 7, 2026, giving at least ten (10) days' notice prior to the public hearing to receive public comment. The Planning Commission hereby forward their recommendation of approval amending the Zone District Map, Chapter 6, Title 9 of the Town Code for Aspen Meadows from Annex Transition to Aspen Meadows Mountain Zone to the Brian Head Town Council for their consideration and adoption; and

WHEREAS, the Brian Head Town Council held a public meeting on April 24, 2026 to consider the Zone District Map amendment; and,

WHEREAS, Brian Head Town desires to amend the Zone District Map for Aspen Meadows Development from Annex Transition to Aspen Meadows Mountain Zone; and

WHEREAS, it is in the best interests of Brian Head Town and the health, safety, and general welfare of its citizens to adopt this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF BRIAN HEAD, UTAH, COUNTY OF IRON, STATE OF UTAH, AS FOLLOWS:

Section 1. The Brian Head Land Management Code, Chapter 6, Zoning, Zone District Map is hereby amended as Attachment "A".

Section 2. Effective Date. This Ordinance shall take effect upon its passage by a majority vote of the Brian Head Town Council, and following notice and publication as required by law. Upon this Ordinance being adopted by the Brian Head Town Council of Iron County, Utah, all provisions of this Ordinance shall be incorporated into Title 9 of the Brian Head Town Code.

Section 3. Conflict. To the extent of any conflict between other Town, County, State, or Federal laws, ordinances or regulations and this Ordinance, the more restrictive is deemed to be controlling.

Section 4. Severability Clause. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Repealer. All provisions of the Brian Head Town Code, Chapters one through ten that are inconsistent with the expressed terms of this Ordinance, shall be repealed.

PASSED AND ADOPTED BY THE BRIAN HEAD TOWN COUNCIL OF IRON COUNTY, UTAH this ____ day of April 2026, with the following vote.

Mayor Clayton Calloway	Yes _____	No _____
Council Member Larry Freeberg	Yes _____	No _____
Council Member Duane Nyen	Yes _____	No _____
Council Member Logan Cruz	Yes _____	No _____
Council Member Martin Tidwell	Yes _____	No _____

BRIAN HEAD TOWN COUNCIL
BRIAN HEAD, UTAH

By: _____
Clayton Calloway, Mayor

ATTEST:

Nancy Leigh, Town Clerk

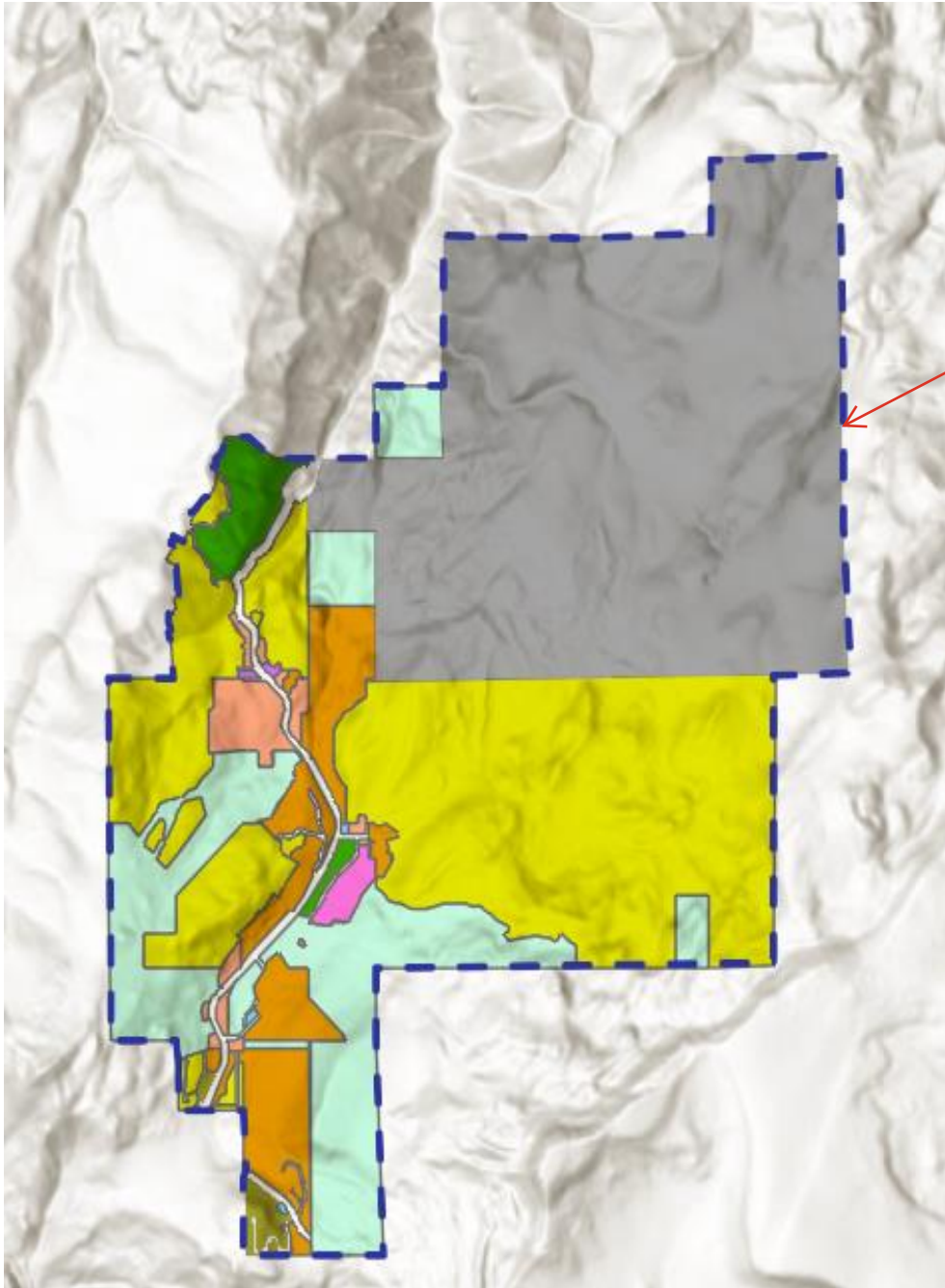
(SEAL)

CERTIFICATE OF PASSAGE AND POSTING

I hereby certify that the above Ordinance is a true and accurate copy, including all attachments, of the Ordinance passed by the Town Council on the ____ day of April 2026, and have posted a copy of the ordinance as per Utah State Code §10-3-7-711.











Nancy Leigh, Town Clerk

BRIAN HEAD TOWN ZONE DISTRICT MAP



Commented [NL1]: Aspen Meadows Proposed Zone Amendment (Gray section)

Zoning Types

-  CIVIC
-  CONSERVATION OPEN SPACE
-  GENERAL COMMERCIAL
-  HIGH DENSITY RESIDENTIAL
-  INDUSTRIAL
-  LOW DENSITY RESIDENTIAL
-  RECREATION OPEN SPACE
-  VILLAGE COMMERCIAL
-  MEDIUM DENSITY RESIDENTIAL
-  ANNEXED TRANSITION

ASPEN MEADOWS ZONE DISTRICT MAP AMENDMENT - ANNEX TRANSION
(AT) TO ASPEN MEADOWS MOUNTAIN ZONING - APRIL 28, 2026



STAFF REPORT TO THE TOWN COUNCIL

BRIAN HEAD

ITEM: BLUE JAY WAY ROAD DEDICATION ORDINANCE AND LOT AMENDMENT

AUTHOR: Greg Sant
DEPARTMENT: Planning and Building
DATE: April 28, 2026
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will consider an ordinance No 26-007 dedicating a portion of Blue Jay Way. The Town has been approached by residents in the Timbercrest Subdivision to tie in their main road, Granite Court, with a Town Road to give them access to their subdivision. Also, a lot owner on Blue Jay Way has applied for an encroachment permit to install a water line to their lot. Blue Jay Way ends at Parcel A-1217-000A-0023, the lot that wants the water. The water is located next to Granite Court and there is a gap between Granite Court and Blue Jay Way that needs to be connected to each other. Extending Blue Jay Way to Granite Court will connect the two Town Roads and give access to Timbercrest as well as provide a public ROW for the new water line.

BACKGROUND:

The property that the Blue Jay Way extension will cross is owned by Norman and Marie Davies. The new Road will divide their property into two parcels. The Davies have agreed to this if their lot remains the same size. The Town owns the property next to the Davies and the Town will be giving the Davies enough land so that their parcel size remains the same. (See Existing Conditions Exhibit.)

ANALYSIS:

As this is a Lot Line Adjustment and Road Dedication, no Public Hearings were required, and Davies and the Town are the only signatures required on the recorded plan. The Land Use Authority that approves the Lot Line Adjustment is the Planning and Zoning Administrator and the Land Use Authority for the approval of the new Road Dedication is the Town Council. The Planning Commission will recommend it to the Town Council so they can act. Furthermore, once this is approved and recorded the applicant on parcel A-1217-000A-0023 will be required to obtain an Encroachment Permit for the installation of the water line and a Building Permit for the home to be built on their lot.

STAFF FINDINGS:

The Staff Findings are as follows:

1. Title Report has been obtained, and the ownership of the Davies and Town properties has been confirmed.
2. The Plan to be recorded has been reviewed by Staff and it meets the standards required for a Lot Line Adjustment and Road Dedication.

STAFF RECOMMENDATION:

Staff recommend that the Town Council approves the dedication of Blue Jay Way as presented.

PROPOSED MOTION:

I move to adopt ordinance No. 26-007 dedicating a portion of Blue Jay Way Road as presented.

ATTACHMENTS:

- A - Existing Conditions Exhibit and B - Proposed Lot Adjustment and Road Dedication
- B - Ordinance dedicating a portion of Blue Jay Way.



BLUE JAY WAY



43 South 100 East, Suite 100 • St George, Utah 84770
T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com



ORDINANCE NO. 26-__

AN ORDINANCE DEDICATING A PORTION OF BLUE JAY WAY ROAD TO THE TOWN OF BRIAN HEAD, UTAH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town petitioned for a partial road dedication in order to connect two existing roads, Blue Jay Way and Granite Court for a continued right-of-way; and

WHEREAS, The Town is working with the current property owners who have agreed to dedicate a portion of their property for the right-of-way in which the Town has agreed to swap a portion of the Town owned property adjacent to their property; and”.

WHEREAS, the partial road dedication of Blue Jay Way will allow for future use of the road in connecting the two existing roads; Blue Jay Way and Granite Road rights-of-way; and

WHEREAS, in making its review the Town Council finds that it is in the best interests of the health, safety, and welfare of the Town and its citizens to grant the partial Blue Jay Way Road dedication.

NOW, THEREFORE, BE IT ORDINANED BY THE TOWN COUNCIL OF THE TOWN OF BRIAN HEAD, UTAH.

SECTION I: The portion of Blue Jay Way that is to be dedicated as described by the legal description and Attachment “A”:

SECTION II: The Town Council hereby directs the Town Clerk to notice the proper agencies of the road dedication in order to be in compliance with the Emergency 911 System and the revision of County maps.

SECTION III. Conflict. To the extent of any conflict between other Town, County, State, or Federal laws, ordinances or regulations and this Ordinance, the more restrictive is deemed to be controlling.

SECTION IV: Severability Clause. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be

deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION V: Repealer. All provisions of the Brian Head Town Code that are inconsistent with the expressed terms of this ordinance and all prior Land Management Codes previously adopted shall be repealed.

SECTION VI: Effective Date. This Ordinance will become effective immediately upon a majority vote of the Town Council and the recording of the amended plat for Timbercrest Subdivision.

PASSED AND ADOPTED by the Town Council of the Town of Brian Head, Utah, this 24th day of April 2026.

TOWN COUNCIL VOTE:

Mayor Clayton Calloway	Yes___	No___
Council Member Larry Freeberg	Yes___	No___
Council Member Duan Nyen	Yes___	No___
Council Member Logan Cruz	Yes___	No___
Council Member Martin Tidwell	Yes___	No___

TOWN OF BRIAN HEAD, UTAH

ATTEST:

Clayton Calloway, Mayor

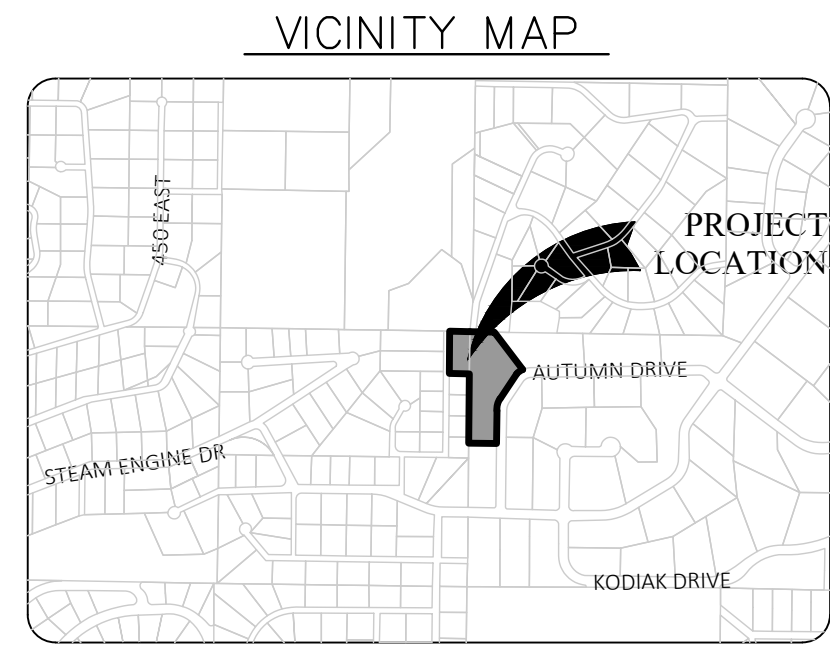
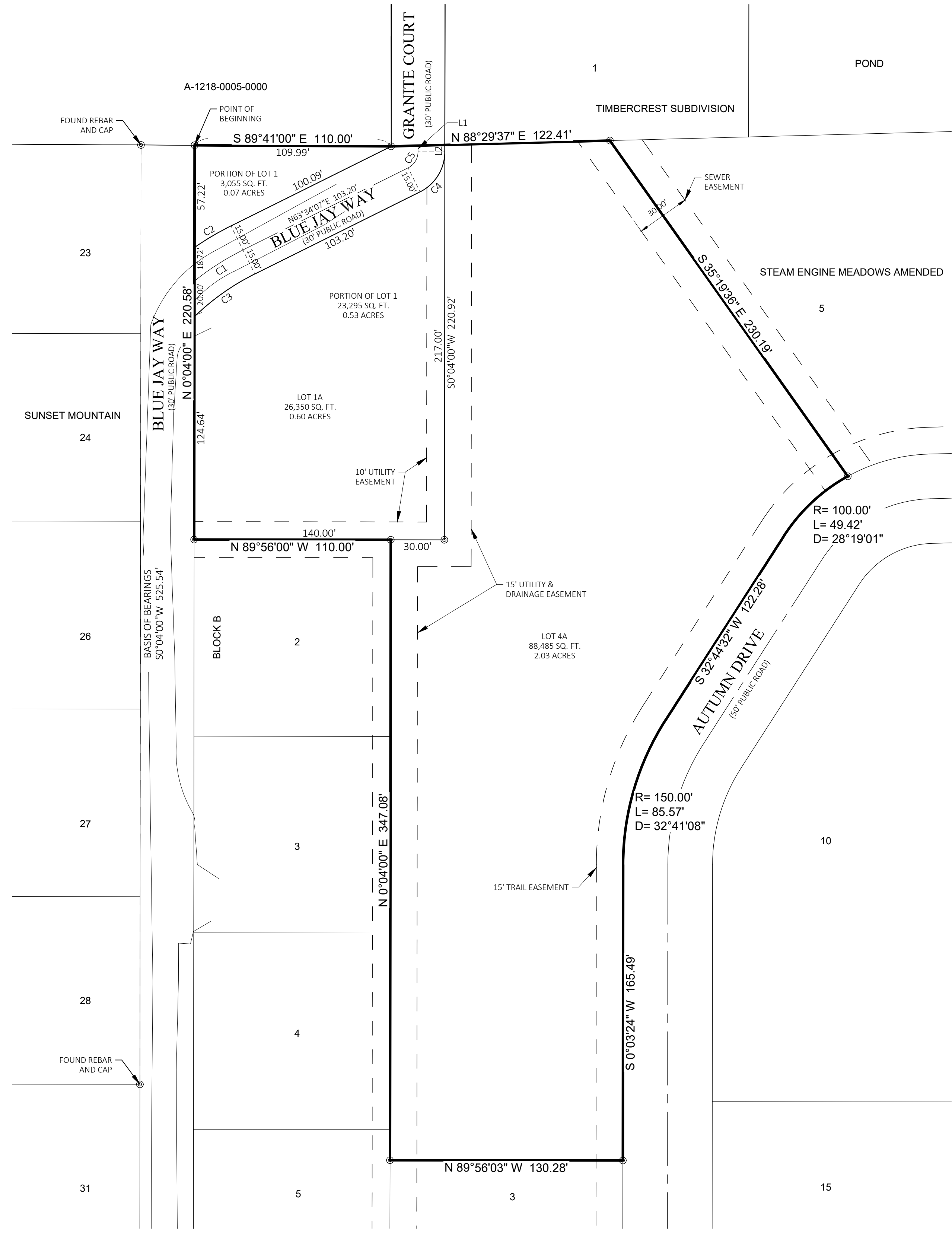
Nancy Leigh, Town Clerk

(SEAL)

CERTIFICATE OF PASSAGE AND POSTING

I hereby certify that the above Ordinance is a true and accurate copy, including all attachments, of the Ordinance passed by the Town Council on the ___ day of April 2026, and have posted a copy of the ordinance as per Utah State Code §10-3-7-711.
Nancy Leigh, Town Clerk

ATTACHMENT "A"
BLUE JAY WAY PARTIAL ROAD DEDICATION PLAT



BASIS OF BEARING
 THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 00°04'00" WEST, BETWEEN FOUND LOT CORNER MONUMENTS LOCATED BETWEEN LOTS 23 AND 31 OF SUNSET MOUNTAIN SUBDIVISION.

AMENDMENT NOTE
 THE PURPOSE OF THIS AMENDED PLAT IS TO ADD A ROADWAY THROUGH LOT 1 OF SUNSET MOUNTAIN SUBDIVISION, RECORDED AS DOCUMENT 143513 IN THE OFFICE OF THE IRON COUNTY RECORDER AND ADD A PORTION OF LOT 4, STEAM ENGINE MEADOWS SUBDIVISION PHASE 1 AMENDED, RECORDED AS DOCUMENT 4249224 IN THE OFFICE OF THE IRON COUNTY RECORDER, TO LOT 1. NO OTHER CHANGES ARE INTENDED TO THE ORIGINAL PLATS OF EITHER SUBDIVISION.

PARCEL LINE DATA

LINE	LENGTH	DIRECTION
L1	3.50'	S0°04'00"W
L2	3.92'	N0°04'00"E

PARCEL CURVE DATA

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH LEN
C1	32.26'	150.00'	12°19'18"	S57°24'28"W	32.20'
C2	23.74'	165.00'	8°14'38"	S59°26'47"W	23.72'
C3	41.59'	135.00'	17°39'03"	S54°44'35"W	41.42'
C4	27.70'	25.00'	63°28'35"	N31°49'49"E	26.30'
C5	11.08'	10.00'	63°30'07"	N31°49'03"E	10.52'

ACKNOWLEDGMENT

STATE OF UTAH)
 COUNTY OF IRON)

ON THIS _____ DAY OF _____ A.D. 2026, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ THE MAYOR OF BRIAN HEAD TOWN, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
 COMMISSION NUMBER: _____
 MY COMMISSION EXPIRES: _____
 A NOTARY PUBLIC COMMISSIONED IN _____

NO STAMP REQUIRED (UTAH CODE 46-1-16(7))

NOTARY PUBLIC (SIGNATURE) _____

SURVEYOR'S CERTIFICATE

I, RYAN SCHOLES, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 13293573, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND IN ACCORDANCE WITH SECTION 17-79-711(5)(B)(III) HAVE PREPARED AN AMENDED PLAT OF SUNSET MEADOWS SUBDIVISION AND STEAM ENGINE MEADOWS PHASE 1 AMENDED, AS RECORDED IN THE OFFICE OF THE IRON COUNTY RECORDER AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS HAVE BEEN SET AS REPRESENTED ON THIS PLAT.

SUNSET MOUNTAIN SUBDIVISION LOT LINE ADJUSTMENT AND ROAD DEDICATION

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS, PUBLIC ROAD, AND EASEMENTS AND SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DATE _____

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, SUNSET MOUNTAIN SUBDIVISION, RECORDED AS DOCUMENT 143513 IN THE OFFICE OF THE IRON COUNTY RECORDER, AND RUNNING THENCE SOUTH 89°41'00" EAST 110.00 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SECTION LOT 6; THENCE NORTH 88°29'37" EAST 122.41 FEET ALONG THE NORTH LINE OF LOT 4, STEAM ENGINE MEADOWS SUBDIVISION PHASE 1 AMENDED, RECORDED AS DOCUMENT 4249224 IN THE OFFICE OF THE IRON COUNTY RECORDER; THENCE SOUTH 35°19'36" EAST 230.19 FEET ALONG THE EASTERLY LOT LINE OF SAID LOT 4 TO A POINT ON THE RIGHT OF WAY LINE OF AUTUMN DRIVE AND A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 28°56'27" EAST; THENCE SOUTHWESTERLY 49.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°19'01"; THENCE SOUTH 32°44'32" WEST 122.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY 85.57 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°41'08"; THENCE SOUTH 0°03'24" WEST 165.49 FEET TO THE NORTHEAST CORNER OF LOT 5, SAID STEAM ENGINE MEADOWS SUBDIVISION PHASE 1 AMENDED; THENCE NORTH 89°56'03" WEST 130.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTH 0°04'00" EAST 347.08 FEET ALONG THE WEST LINE OF SAID LOT 4 AND THE EAST LINE OF SAID SUNSET MOUNTAIN SUBDIVISION TO THE NORTHEAST CORNER OF LOT 2 SAID SUNSET MOUNTAIN SUBDIVISION; THENCE NORTH 89°56'00" WEST 110.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 0°04'00" EAST 220.58 FEET TO THE POINT OF BEGINNING.

CONTAINS 119,338 SQUARE FEET OR 2.74 ACRES, MORE OR LESS.

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC ROAD, AND UTILITY & DRAINAGE EASEMENTS TO BE HEREAFTER KNOWN AS:

SUNSET MOUNTAIN SUBDIVISION LOT LINE ADJUSTMENT AND ROAD DEDICATION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO BRIAN HEAD TOWN FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC ROAD AND UTILITY & DRAINAGE EASEMENTS. ALL LOTS, ROADS, AND EASEMENTS ARE AS NOTED OR SHOWN ON THIS PLAT. THE OWNER DOES HEREBY CONVEY AND WARRANT TO BRIAN HEAD TOWN, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

IN WITNESS I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2026

BRIAN HEAD TOWN

BY: _____
 MAYOR OF BRIAN HEAD TOWN

 NORMAN R. DAVIES

 MARIE DAVIES

ACKNOWLEDGMENT

STATE OF UTAH)
 COUNTY OF _____)

ON THIS _____ DAY OF _____ A.D. 2026, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ NORMAN R. DAVIES AND MARIE DAVIES, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
 COMMISSION NUMBER: _____
 MY COMMISSION EXPIRES: _____
 A NOTARY PUBLIC COMMISSIONED IN _____

NO STAMP REQUIRED (UTAH CODE 46-1-16(7))

NOTARY PUBLIC (SIGNATURE) _____

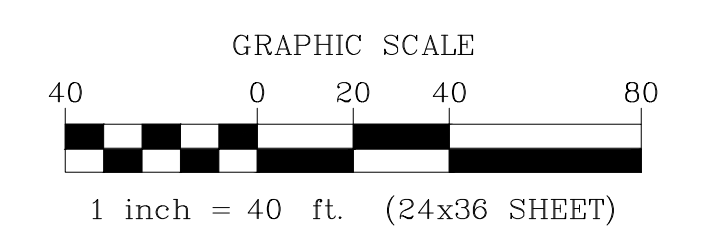
LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BRIAN HEAD TOWN, UTAH

FINAL PLAT OF

SUNSET MOUNTAIN SUBDIVISION

LOT LINE ADJUSTMENT AND ROAD DEDICATION

TOWN ENGINEER APPROVAL	APPROVAL OF THE PLANNING COMMISSION	CERTIFICATE OF ACCEPTANCE	TOWN ATTORNEY'S APPROVAL	CERTIFICATE OF RECORDING
I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS AMENDED SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS _____ DAY OF _____, 2026.	I, THE CHAIRPERSON OF THE BRIAN HEAD TOWN PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS AMENDED FINAL PLAT WAS APPROVED BY SAID COMMISSION.	I DO HEREBY CERTIFY THAT THIS AMENDED FINAL PLAT HAS BEEN APPROVED BY THE TOWN COUNCIL AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS _____ DAY OF _____, 2026.	I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS AMENDED SUBDIVISION PLAT AND WAS ACCEPTED BY ME THIS _____ DAY OF _____, 2026.	I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY DO HEREBY CERTIFY THAT THIS FINAL PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 2026.
TOWN ENGINEER BRIAN HEAD TOWN	CHAIRPERSON BRIAN HEAD TOWN	TOWN MANAGER BRIAN HEAD TOWN	TOWN ATTORNEY BRIAN HEAD TOWN	IRON COUNTY RECORDER - CARRIE JEFFRIES



501-64 AMD PLAT.DWG

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 T: 435.628.6500 • F: 435.628.6553 • alphaengineering.com

- LEGEND**
- ⊙ PROPERTY CORNER
 - CENTERLINE
 - - - EASEMENT LINE
 - _____ BOUNDARY LINE

Wdavid Mason

Wed, Apr 8, 11:19 AM
(1 day ago)

to me

Good morning, Nancy,

I am not sure if there is a comment period after the Planning Commission meeting, or if this should be included for the Town Council meeting. Since I was agreeing that the Town Council should have the Final say in approving Aspen Meadows Plats, I did not want to get off track during the comment period and wanted to hear what the Planning Commissioners had to say.

Re: Planning Commission Meeting April 7, 2026

Item 2. Public Hearing on Aspen Meadows General Plan Amendment.

Thank you for going with Option 1 of the assorted options that you were presented with. This should give you the final say in what Final Plats are approved and how they affect the existing community.

I noticed under Amendment B. Standards for Review: The Planning Commission and Town Council shall consider whether the proposed amendment meets the following standards:

And then the 8 standards that are designed to protect the existing and future inhabitants of the surrounding area are listed. I appreciate that the Town is recognizing how the Development is affecting the traffic and utility needs of the adjoining developments and is taking steps to correct it by following Town Ordinances.

I am hopeful that by passing this Amendment, the Town will be able to look after the interests of my neighbors during the Final Plat process if I cannot, and the Town Codes that are designed to protect the residents of Brianhead will now apply to Timbercrest as well.

Thank You,

David Mason

Lot Owner Timbercrest Subdivision

HC Rowe

12:58 PM (1 hour ago)

to me

Dear Planning Commission and Town Council members,

When access to the east through Aspen Meadows Southeast was previously denied, it was based on the understanding that access existed via Blue Jay Way as referenced on the original 1977 Timbercrest plat. However, that access point was platted over by subsequent subdivisions, leaving the property landlocked.

While we need to resolve this access issue, I believe approving the road dedication as currently presented is not in the area's best interest, as it will create significant traffic problems for the Sunset Mountain subdivision. A more viable solution would be to direct traffic through the buildable portion of the Town-owned Lot 4 of Steam Engine Meadows. This route follows the sewer line between the northeast wetlands and the southwest open space.

We have consistently tried to avoid routing traffic through neighborhoods that cannot handle the impact of an entire subdivision. Please reconsider the access route out of the southwest corner of Timbercrest to ensure a more functional outcome for all neighboring developments.

Lot owner for 47 years #35 TimberCrest subdivision. Section 1. Parcel# A-1208-0035-0000

Ready to build once we have an accessible road for contractors.

Thank you for your consideration.

Realignment of Blue Jay

External

Inbox



Lori Ivie Johnson

9:47 AM (12 minutes ago)

to me

Dear Elected Officials

I am writing to express my concerns regarding the proposed realignment of Blue Jay Way to connect with the Timbercrest subdivision.

While I am aware that Blue Jay Way is currently used to access the subdivision, previous plats indicated that Timbercrest also had access points to the east and northwest. I understand these alternatives may no longer be available, but the current plan would route the entire subdivision's traffic directly in front of my cabin.

The existing 30-foot wide road is not designed to handle this increased volume of traffic. I request that you seek an alternative solution rather than directing all subdivision traffic past my property.



STAFF REPORT TO THE TOWN COUNCIL

BRIAN HEAD

ITEM: ELK DR & BH UNIT 3 SAA BOND RESOLUTIONS

AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: April 28, 2026
TYPE OF ITEM: Legislative Action

SUMMARY:

The Council will consider adopting authorizing resolutions for the Elk Drive and Brian Head Unit 3 Special Assessment Area (SAA) bond issuances.

BACKGROUND/ANALYSIS:

After receiving petitions from these two neighborhoods, the Council has previously approved the SAAs for Elk Drive and Brian Head Unit 3 to construct water lines. The projects have been bid out and contracts awarded. The SAAs were created and assessment ordinances have been adopted by the Council. Several property owners submitted upfront payments of assessments, so now the bond amounts have been scoped.

In approving these resolutions, the Council grants authority to administration to issue bonds within a certain set of parameters. The Town's municipal advisor has already submitted these bonds to various potential buyers to obtain a competitive bid. Staff anticipate closing on the bonds by May 13.

FINANCIAL IMPLICATIONS:

The Town assumes risk in issuing SAA bonds, but the Council has already gone through the entire legal process and has agreed to assume this risk.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff recommend approving the attached authorizing resolutions.

PROPOSED MOTION:

I move to adopt resolution number 26-567 establishing the terms and conditions of the issuance of 2026 Special Assessment Bonds Series A, not to exceed \$777,273 (Brian Head Unit 3), as presented.

I move to adopt resolution number 26-568 establishing the terms and conditions of the issuance of 2026 Special Assessment Bonds Series B (Elk Drive), not to exceed \$323,437, as presented.

ATTACHMENTS:

- A - Resolution 26-567 - Brian Head Unit 3
- B - Resolution 26-568 - Elk Drive

Brian Head, Utah

April 28, 2026

The Town Council (the “Council”) of the Town of Brian Head, Utah (the “Town”) met in regular session on April 28, 2026, at 1:00 p.m. at the regular meeting place of said Council at 56 North Highway 143 in Brian Head, Utah, with the following members of the Council present:

Clayton Calloway	Mayor
Logan Cruz	Council Member
Larry Freeberg	Council Member
Duane Nyen	Council Member
Martin Tidwell	Council Member

Also present:

Nancy Leigh	Town Clerk
Bret Howser	Town Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Town Clerk presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this April 28, 2026, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following resolution was then introduced in writing and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____, adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the Town Clerk in the official records of the Town. The resolution is as follows:

RESOLUTION NO. 26-__

A RESOLUTION OF THE TOWN COUNCIL (THE “COUNCIL”) OF THE TOWN OF BRIAN HEAD, UTAH (THE “TOWN”) ESTABLISHING THE TERMS AND CONDITIONS OF THE ISSUANCE OF THE TOWN’S NOT TO EXCEED \$777,273 SPECIAL ASSESSMENT BONDS, SERIES 2026 (UNIT 3 ASSESSMENT AREA) (THE “BONDS”); AUTHORIZING THE EXECUTION BY THE TOWN OF A MASTER RESOLUTION, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Town Council (the “Council”) of the Town of Brian Head, Utah (the “Town”), pursuant to the Designation Resolution (as defined below) has designated an assessment area to be known as the “Brian Head Unit 3 Assessment Area” (the “Assessment Area”) for the purpose of financing the costs of publicly owned infrastructure, facilities or systems, along with other necessary miscellaneous improvements (collectively, the “Improvements”), including administrative and overhead costs, and the costs of funding a bond funded reserve fund pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”); and

WHEREAS, the Council previously adopted Resolution No. 25-562 on December 9, 2025, pursuant to which the Council designated the Assessment Area (the “Designation Resolution”); and

WHEREAS, on March 10, 2026, the Council adopted an Assessment Ordinance with regard to the Assessment Area and subsequently recorded a Notice of Assessment Interest with the Recorder of Iron County, Utah; and

WHEREAS, in order to finance the Improvements, the Council desires to issue its not to exceed \$777,273 Special Assessment Bonds, Series 2026 (Unit 3 Assessment Area) (the “Bonds”) pursuant to a Master Resolution in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B (the “Master Resolution”); and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “BPA”), in substantially the form attached hereto as Exhibit C, to be entered into between the Town and the purchaser of the Bonds (the “Purchaser”); and

WHEREAS, in order to allow the Town flexibility in confirming the terms of the Bonds and the Master Resolution, the Council desires to grant to the Mayor or the Town Manager (each a “Designated Officer” and together, the “Designated Officers”) the authority to select a Purchaser, approve the final Master Resolution and any additional documents, as needed, and any changes with respect thereto from the form which was before the Council at the time of adoption of this Resolution, and the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold, and any changes with respect thereto from those terms which were before the Council at the time of

adoption of this Resolution, provided such changes and terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Brian Head, Utah, as follows:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings when used in the body of this Resolution.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by the officers of the Town directed toward the execution and delivery of the Bonds and Master Resolution are hereby ratified, approved, and confirmed.

Section 3. The Master Resolution in substantially the form attached hereto as Exhibit B, and the BPA in substantially the form attached hereto as Exhibit C, are in all respects hereby authorized and approved, and a Designated Officer and Town Clerk are hereby authorized and directed to execute and deliver the same on behalf of the Town with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized herein.

Section 4. The Designated Officers are hereby authorized to select a Purchaser, specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the Town, provided that such terms are within the Parameters set by this Resolution.

Section 5. The Town hereby authorizes the issuance of the Bonds in the aggregate principal amount of not to exceed \$777,273. The Bonds shall bear interest, shall be dated, shall be issued as fully registered bonds, and shall mature as provided in the Master Resolution, provided that the Bonds shall mature in not more than eleven (11) years from the date of the adoption of this Resolution, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and shall bear interest at a rate or rates not to exceed seven percent (7%) per annum, as shall be approved by a Designated Officer, all within the Parameters set forth herein.

Section 6. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Mayor and Town Clerk are hereby authorized and directed to execute and seal the Bonds and to deliver said Bonds to the Purchaser. The signatures of the Mayor and Town Clerk may be by facsimile or manual execution.

Section 7. The Designated Officers or other appropriate officials of the Town are hereby authorized and directed to authenticate and deliver the Bonds in accordance with the provisions of the Master Resolution.

Section 8. The Designated Officers or other appropriate officials of the Town are authorized to make any alterations, changes or additions to the Master Resolution, the BPA, the Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform

the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 9. Upon their issuance, the Bonds will constitute special limited obligations of the Town payable solely from and to the extent of the sources set forth in the Bonds and the Master Resolution. No provision of this Resolution, the Master Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of Town, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Town.

Section 10. After the Bonds are delivered to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution and this Resolution.

Section 11. The Designated Officers or other appropriate officials of the Town, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Town any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 12. It is hereby declared that all parts of this Resolution are severable, and if any section, clause, or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this Resolution.

Section 13. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation, or part thereof heretofore repealed.

Section 14. The Town hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Improvements. The Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Improvements are placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Improvements is not expected to exceed \$777,273.

Section 15. This Resolution shall take effect immediately upon its approval and adoption.

PASSED AND APPROVED this April 28, 2026.

By: _____
Clayton Calloway, Mayor

ATTEST:

By: _____
Nancy Leigh, Town Clerk

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Pursuant to motion duly made and seconded, the meeting was adjourned.

By: _____
Clayton Calloway, Mayor

ATTEST:

By: _____
Nancy Leigh, Town Clerk

STATE OF UTAH)
 : ss.
COUNTY OF IRON)

I, Nancy Leigh, the duly chosen, qualified, and acting Town Clerk of the Town of Brian Head, Utah (the “Town”), do hereby certify that the above and foregoing is a full, true and correct copy of the record of proceedings had by the Town Council at its meeting held on April 28, 2026, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this April 28, 2026.

(SEAL)

By: _____
Nancy Leigh, Town Clerk

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Nancy Leigh, the undersigned Town Clerk of the Town of Brian Head, Utah (the “Town”), do hereby certify, according to the records of the Town Council (the “Council”) in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the April 28, 2026 public meeting held by the Council as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Town at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Town’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2026 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the Town’s official website, and (c) in a public location within the Town that is reasonably likely to be seen by residents of the Town.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 28, 2026.

(SEAL)

By: _____
Nancy Leigh, Town Clerk

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF MASTER RESOLUTION

MASTER RESOLUTION
OF
TOWN OF BRIAN HEAD, UTAH, AS ISSUER

Dated as of _____, 2026

Authorizing the issuance and sale of
\$ _____
Special Assessment Bonds, Series 2026
(Unit 3 Assessment Area)

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MASTER RESOLUTION

WHEREAS, on August 26, 2025, the Town Council (the “Council”) of the Issuer adopted a resolution (the “Intention Resolution”) declaring the intention of the Issuer to designate an assessment area to finance the costs of certain water system improvements, road improvements, and other necessary miscellaneous improvements in the Brian Head Unit 3, Blk A Subdivision, Iron County, Utah (collectively, the “Improvements”); and

WHEREAS, on December 9, 2025, the Council adopted a resolution (the “Designation Resolution”) designating an assessment area known as the Brian Head Unit 3 Assessment Area (the “Assessment Area”); and

WHEREAS, on March 10, 2026, the Council adopted an assessment ordinance for the Assessment Area (the “Assessment Ordinance”) levying assessments against properties benefited by the Improvements; and

WHEREAS, the Assessment Ordinance was posted in accordance with the requirements of the laws of the State of Utah (the “State”); and

WHEREAS, the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), provides that a local entity may issue assessment bonds to finance improvements within an assessment area; and

WHEREAS, [_____] (the “Purchaser”) has offered to purchase the Bonds (defined below) at par in the total principal amount of \$_____; and

WHEREAS, the Council now desires to accept the offer of the Purchaser and to confirm the sale of the Special Assessment Bonds, Series 2026 (Unit 3 Assessment Area) (the “Bonds”) to the Purchaser to finance the costs of the Improvements by issuing the Bonds in the total principal amount of \$_____; and

WHEREAS, the Bonds shall be payable solely from (a) certain funds on deposit herein, and (b) the levy of assessments against the properties benefited by the Improvements, and shall not constitute or give rise to a general obligation or general liability of the Issuer, or any other political subdivision of the State, or constitute a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Council hereby determines that it is reasonable, necessary, and prudent at this time to issue the Bonds as provided herein.

NOW, THEREFORE, Be It Resolved by the Town Council of the Town of Brian Head, Utah, as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used in this Master Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“Act” means the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended.

“Administrative Costs Account” means the Administrative Costs Account established within the Bond Fund pursuant to Section 4.2 herein.

“Assessment Area” means the Brian Head Unit 3 Assessment Area, as designated in the Designation Resolution and as may be amended from time to time in accordance with this Master Resolution, the Designation Resolution and the Assessment Ordinance.

“Assessment Fund” means the Brian Head Unit 3 Assessment Area Assessment Fund created in Section 4.1 hereof to be held and administered by the Issuer.

“Assessment Ordinance” means the assessment ordinance adopted by the Issuer on March 10, 2026, levying assessments against benefited properties within the Assessment Area, as amended from time to time.

“Assessment Prepayment” means an amount received by the Issuer constituting the full or partial prepayment of Assessments due with respect to any property, in accordance with the provisions of the Assessment Ordinance. Before submitting an Assessment Prepayment, a property owner shall obtain an Assessment Prepayment Notice from the Issuer.

“Assessment Prepayment Notice” means a notice from the Issuer regarding an Assessment Prepayment which dictates the applicable amount of an Assessment Prepayment based on the proposed prepayment date(s), with the intent to allow the earliest available redemption date for any Assessment Prepayment, in accordance with the notice and deposit requirements set forth herein.

“Assessments” means those assessments levied and received under the Assessment Ordinance against certain properties within the Assessment Area benefited by the Improvements.

“Authorized Denominations” means the amount of \$1,000 or any integral multiple of \$1,000 in excess thereof.

“Authorized Representative” means the Town Manager of the Issuer or any other person duly authorized by the Council to act as the Authorized Representative of the Issuer hereunder.

“Bond Fund” means the Brian Head Unit 3 Assessment Area Bond Fund created in Section 4.2 hereof to be held by the Issuer and administered pursuant to Section 5.2 hereof.

“Bondholder,” “Holder,” “Bondowner,” “Registered Owner,” or “Owner” means the registered owner of any Bonds herein authorized.

“Bonds” means the \$ _____ Town of Brian Head, Utah Special Assessment Bonds, Series 2026 (Unit 3 Assessment Area) authorized for issuance herein.

“Business Day” means any day except Saturday or Sunday on which banking business is transacted.

“Code” means the Internal Revenue Code of 1986, as amended, and any regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

“Council” means the Town Council of the Town of Brian Head, Utah.

“Debt Service Reserve Requirement” means an amount equal to \$ _____ and is to be maintained at this amount while the Bonds remain Outstanding.

“Default” and “Event of Default” mean, with respect to any default or event of default under this Master Resolution, any occurrence or event specified in and defined by Section 6.4 hereof.

“Default Rate” means _____.

“Designation Resolution” means the designating resolution adopted by the Council on December 9, 2025, which designates the Assessment Area for the purpose of financing the Improvements.

“Improvements” means the construction and installation of certain water system improvements, road improvements and other necessary miscellaneous improvements in the Assessment Area.

“Interest Payment Date” means each _____ and _____, beginning _____.

“Issuer” means the Town of Brian Head, Utah, and its successors.

“Master Resolution” means this Master Resolution authorizing the issuance and sale of the Bonds.

“Original Issue Date” means the initial delivery date of the Bonds.

“Outstanding” or “Outstanding Bonds” means any Bond which has been issued and delivered and not cancelled in accordance with the provisions hereof, except any Bond in lieu of or in substitution for which a new Bond shall have been delivered herewith, unless proof satisfactory to the Registrar is presented that such Bond is held by a bona fide holder in due course.

“Paying Agent” means each Person appointed by the Issuer as Paying Agent with respect to the Bonds. The initial Paying Agent is the Town Clerk.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies, and other entities.

“Purchaser” means [_____].

“Redemption Account” means the Redemption Account established within the Bond Fund pursuant to Section 4.2 herein.

“Registrar” means the Town Clerk appointed as the initial registrar for the Bonds pursuant to Section 3.1 hereof, and any additional or successor registrar appointed pursuant hereto.

“Reserve Fund” means the Brian Head Unit 3 Assessment Area Reserve Fund created in Section 4.3 hereof to be held by the Issuer.

“State” means the State of Utah.

ARTICLE II

AUTHORIZATION, TERMS, AND ISSUANCE OF BONDS

Section 2.1 Principal Amount, Designation, and Series. The Bonds are hereby authorized for issuance for the purpose of providing funds to (a) finance the Improvements and (b) pay the costs of issuance of the Bonds. The Bonds shall be limited to \$ _____ in aggregate principal amount, shall be issued in Authorized Denominations, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Bonds shall be designated as, and shall be distinguished from all other bonds of the Issuer by the title, “Town of Brian Head, Utah Special Assessment Bonds, Series 2026 (Unit 3 Assessment Area).”

Section 2.2 Date, Maturities and Interest. The Bonds shall be dated as of their Original Issue Date, and shall mature on the dates in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from and including their Original Issue Date or unless, as shown by the records of the Paying Agent, interest on the Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date, payable on each Interest Payment Date at the rate per annum as set forth below:

<u>Maturity Date</u> (<u>[December 1]</u>)	<u>Principal</u> <u>Amount</u> \$	<u>Interest Rate</u> %	<u>Price</u> 100.00%
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The Bonds shall bear interest at the interest rate stated above. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

If interest or principal on the Bonds shall be in default, such Bonds shall bear interest at the Default Rate from the date of such default, unless no interest shall have been paid on such Bonds, in which case such Bonds shall bear interest at the Default Rate from their Original Issue Date.

Section 2.3 Redemption.

(a) *Optional Redemption.* The Bonds are subject to redemption prior to maturity on any date, at the option of the Issuer, as a whole or in integral multiples of \$1, in any order of maturity, and in whole or partial maturities (and if in part in such order of maturities as the Issuer shall determine), at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed plus accrued interest.

(b) *[Mandatory Sinking Fund Redemption.* The Bonds are subject to mandatory sinking fund redemption at a redemption price equal to one hundred percent (100%) of the

principal amount of Bonds to be redeemed plus accrued interest to the redemption date, as follows:

Mandatory Sinking Fund Redemption Date (_____)	Mandatory Sinking Fund Installment Amount	Mandatory Sinking Fund Redemption Date (_____)	Mandatory Sinking Fund Installment Amount
--	---	--	---

* Final maturity

Upon redemption of any Bonds (other than by application of mandatory sinking fund redemption), an amount equal to the principal amount so redeemed shall be credited in increments of not less than \$1 toward the mandatory sinking fund redemption amounts for the Bonds, at the discretion of the Issuer.]

(c) *Extraordinary Mandatory Redemption for Foreclosure or Excess Proceeds.* Each principal payment of the Bonds is subject to extraordinary mandatory prepayment and redemption on any Business Day, in whole or in part, on a pro rata basis (or “strip call”) from each principal payment of the Bonds, upon notice as provided in Section 2.4 hereof, from Assessments collected from the foreclosure sale of delinquent property or Bond proceeds determined by the Issuer to not be needed for costs of construction, at a redemption price equal to one hundred percent (100%) of the principal amount of each principal payment to be redeemed in the amount of Assessments (rounded down to the nearest \$1 increment) the Issuer collects from the foreclosure sale of delinquent property (less amounts used for debt service on the Bonds or to replenish the Reserve Fund) or the amount of Bond proceeds not needed for construction. Whenever less than all of the Bonds are to be redeemed, the Issuer shall select the Bonds to be redeemed from all Bonds not previously called for redemption, on a *pro rata* basis as nearly as practicable.

(d) *Extraordinary Mandatory Prepayment Redemption for Assessment Prepayments.* Each principal payment of the Bonds is subject to mandatory prepayment and redemption on any Business Day, in whole or in part, on a pro rata basis (or “strip call”) from each payment of the Bonds, upon notice as provided in Section 2.4 hereof, from Assessment Prepayments received by the Issuer and in the amount of not less than \$1 at a redemption price equal to one hundred percent (100%) of the principal amount of the Bonds to be redeemed or prepaid.

Section 2.4 Notice of Redemption. Notice of redemption shall be given by the Registrar by certified mail, not less than thirty (30) days nor more than sixty (60) days prior to the

redemption date, to the Holder, as of the record date established by the Registrar for such redemption, of each Bond which is subject to redemption, at the address of such Holder as it appears on the registration books of the Issuer kept by the Registrar, or at such other address as is furnished to the Registrar in writing by such Holder on or prior to such record date. Each notice of redemption shall state the record date, the redemption date, the place of redemption, the principal amount and, if less than all, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds the principal of, interest accrued thereon to the redemption date, and premium, if any. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Issuer moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Issuer not later than the opening of business on the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

In case any Bond shall be redeemed in part only, upon the presentation of such Bonds for such partial redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, Bond or Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such Bond will be issued. A portion of any Bond of a denomination of more than \$1 to be redeemed will be in the principal amount of \$1 or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Issuer will treat each such Bond as representing that number of Bonds of such \$1 denomination which is obtained by dividing the principal amount of such Bonds by such \$1 denomination. Provided, however, any Bond redemptions shall be in a minimum amount of \$1.

Section 2.5 Execution and Delivery of the Bonds. The Mayor is hereby authorized to execute the Bonds by manual or facsimile signature, and the Town Clerk to countersign the Bonds by manual or facsimile signature, and to have imprinted, engraved, lithographed, stamped, or otherwise placed on the Bonds the official seal of the Issuer. The Town Clerk is hereby authorized to deliver the Bonds to the Purchaser upon payment to the Issuer of the proceeds.

Section 2.6 Delivery of Bonds. Further Authority. The Mayor and the Town Clerk and other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents, and other instruments as may be necessary or advisable to provide for the issuance, sale, registration, and delivery of the Bonds.

Section 2.7 No Additional Bonds. No additional indebtedness, bonds, or notes of the Issuer secured by a pledge of the Assessments senior to or on a parity with the pledge of Assessments for the payment of the Bonds herein authorized shall be created or incurred without the prior written consent of the Owners of one hundred percent (100%) of the Outstanding Bonds.

Section 2.8 Bank Designation of Bonds. For purposes of and in accordance with Section 265 of the Code, the Issuer has designated the Bonds as an issue qualifying for the

exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2026 will not exceed \$10,000,000. For purposes of this Section, “aggregated issuer” means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer, and all aggregated issuers for calendar year 2026 does not exceed \$10,000,000.

ARTICLE III

REGISTRATION AND PAYMENT

Section 3.1 Execution of and Registration of Bonds; Persons Treated as Owners.

The Bonds shall be signed by the Mayor and the Issuer shall cause books for the registration and for the transfer of the Bonds to be kept by the Town Clerk who is hereby appointed the Registrar of the Issuer with respect to the Bonds. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Bond for redemption.

Bonds surrendered for payment, redemption, or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar, and the Paying Agent may treat and consider the Person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar, nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 3.2 Deposit of Bond Proceeds. The proceeds from the sale of the Bonds (being the par amount of \$_____) shall be applied as follows:

- (a) \$[_____] to pay or reimburse the Issuer for the costs of the Improvements;
- (b) \$[_____] into the Reserve Fund; and
- (c) \$[_____] to pay costs of issuance.

Section 3.3 Nature of Obligation. The Issuer hereby pledges all Assessments levied pursuant to the Assessment Ordinance to the payment of the Bonds. The Bonds, together with interest thereon, shall be special limited obligations of the Issuer payable solely from a first lien pledge of the Assessments levied and collected under the Assessment Ordinance (except to the extent paid out of moneys attributable to the Bond proceeds, moneys collected by the Issuer from the foreclosure of assessed properties or from other funds created hereunder or the income from the temporary investment thereof).

No provision of this Master Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or creating a general obligation of the State, the Issuer, or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer, or its taxing powers.

ARTICLE IV

CREATION OF FUNDS AND ACCOUNTS

Section 4.1 Creation of Assessment Fund. There is hereby created and ordered established in the custody of the Issuer a fund in the name of the Issuer referred to as the Assessment Fund. For accounting purposes, the Assessment Fund may be redesignated by different account names by the Issuer from time to time.

Section 4.2 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Issuer a special trust fund in the name of the Issuer referred to as the Bond Fund. Within the Bond Fund, there is hereby created and ordered established an Administrative Costs Account and a Redemption Account.

Section 4.3 Creation of Reserve Fund. There is hereby created and ordered established in the custody of the Issuer a special trust fund in the name of the Issuer referred to as the Reserve Fund.

Section 4.4 Additional Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Issuer need not create any of the funds or accounts referenced in this Article IV until such funds or accounts shall be utilized. The Issuer may authorize the creation of additional funds and additional accounts within any funds.

ARTICLE V

USE OF FUNDS

Section 5.1 Use of Assessment Fund. All payments of Assessments received and collected by the Issuer pursuant to the Assessment Ordinance, including Assessment Prepayments and Assessments received from the foreclosure sale of delinquent properties shall be deposited upon receipt in the Assessment Fund and shall be transferred for deposit within ten (10) days after receipt for deposit in the funds and accounts in the specified order of priority, each priority being fully paid before funds are used to pay any lower priority and no payment being made on any priority if funds have been exhausted in the payment of higher priorities, as follows:

(a) *First*, all regularly scheduled payments of Assessments (i) in the amount needed (taking into account amounts already on deposit) to pay the principal of and interest on the Bonds on each Interest Payment Date and at maturity or [upon mandatory sinking fund redemption] shall be deposited by the Issuer in the Bond Fund, with the Assessments due on any November 30 intended to be used to make the payments on the Bonds on the following [June 1 and December 1] and (ii) in the amount attributable to the Issuer's administration fee (plus any direct out of pocket costs of the Issuer) shall be deposited into the Administrative Costs Account in the Bond Fund and then remitted annually to the Issuer (and to the extent regularly scheduled payments of Assessments are not sufficient for (i) and (ii) in whole, such amount shall be distributed pro rata);

(b) *Second*, all Assessment Prepayments shall be deposited by the Issuer in the Redemption Account within the Bond Fund to redeem Bonds as provided in Section 2.3(d);

(c) *Third*, Assessments received from the foreclosure sale of delinquent property in an amount sufficient to replenish the Reserve Fund for draws made thereon to pay principal of the Bonds when due, shall be deposited into the Reserve Fund, or to reimburse the Reserve Fund for any amounts used thereunder for foreclosure costs, in the Reserve Fund; and

(d) *Fourth*, all remaining Assessments received from the foreclosure sale of delinquent property shall be deposited by the Issuer in the Redemption Account within the Bond Fund to redeem Bonds pursuant to Section 2.3(b) herein.

Section 5.2 Use of Bond Fund.

(a) The Issuer shall make deposits to the Bond Fund, as and when received, as follows:

(i) the amounts provided for in Section 5.1 herein;

(ii) moneys transferred from the Reserve Fund as provided herein; and

(iii) all other moneys received by the Issuer hereunder when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 5.1(a)(ii) and this Section, moneys in the Bond Fund shall be expended solely for the payment of principal of and interest on the Bonds as the same become due on each Interest Payment Date and at maturity or upon earlier redemption.

The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient moneys from the Bond Fund to pay principal of and interest on the Bonds as the same become due and payable at maturity or upon earlier redemption and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

Section 5.3 Use of Reserve Fund.

(a) Moneys on deposit in the Reserve Fund shall be used to make up any deficiencies in the Bond Fund for the payment of the Bonds when due.

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

(c) Except as otherwise provided in this Section, the Reserve Fund shall at all times be maintained in an amount not less than the Debt Service Reserve Requirement. Moneys at any time on deposit in the Reserve Fund in excess of the Debt Service Reserve Requirement shall on or about October 1 of each year be transferred to the Issuer. Moneys on deposit in the Reserve Fund upon the final payment of the Bonds shall be applied to the final Assessment payment obligation of the assessed properties. If the amounts on deposit in the Reserve Fund exceed the final Assessment payment obligation, any excess amounts shall be paid by the Issuer to the owners whose properties were subject to the final Assessment payment obligation on a pro rata basis, as an excess Assessment payment.

[If at any time the amount on deposit in the Reserve Fund is less than the Debt Service Reserve Requirement with respect to the Bonds, the Issuer shall replenish the Reserve Fund from proceeds received from the sale of delinquent property as provided in the Act. If, however, the Reserve Fund is not fully replenished from proceeds received from the sale of delinquent property, the Issuer shall not be required to replenish the Reserve Fund to the Debt Service Reserve Requirement except as funds become available from those sources pledged and described herein.]

Section 5.4 Investment of Funds. All money maintained on deposit in the Bond Fund and the Reserve Fund shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Bonds. All money so maintained on deposit with the Issuer shall be secured to the fullest extent required or permitted by the laws of the State pertaining to the securing of public deposits. All or part of the money in the Bond Fund and the Reserve Fund shall be invested by the Issuer in permitted investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purpose for which such funds were created. Investment earnings on all such

investments permitted hereunder shall be maintained in said funds or accounts and used for the purpose for which such fund or account was created. Whenever any money so invested from the Bond Fund and the Reserve Fund is needed for the purpose for which such fund was created, such investments, to the amount necessary, shall be liquidated by the Issuer, and the proceeds thereof applied to the required purpose. Investment earnings received on all investments in the Reserve Fund shall be maintained in the Reserve Fund until there shall be on deposit therein the Debt Service Reserve Requirement. Thereafter, any investment earnings shall be transferred to the Issuer.

Section 5.5 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, investments shall be valued at market. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Reserve Fund, whereupon the securities therein shall be valued immediately after such withdrawal.

Section 5.6 Perfection of Security Interest.

(a) The Master Resolution creates a valid and binding pledge and assignment of security interest in all of the Assessments and all other applicable funds and moneys pledged under this Master Resolution as security for payment of the Bonds.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Assessments.

ARTICLE VI

COVENANTS AND UNDERTAKINGS

Section 6.1 Covenants of Issuer. All covenants, statements, representations, and agreements contained in the Bonds, and all recitals and representations in this Master Resolution are hereby considered and understood as the covenants, statements, representations, and agreements of the Issuer.

Section 6.2 Levy and Collection of Assessments. The Town Manager shall be and is hereby authorized and empowered, and it shall be his/her duty to receive and collect all Assessments levied to pay the cost of the Improvements of the Assessment Area, the installments thereon, the interest thereon, and the penalties accrued thereon, including without limiting the generality of the foregoing, the whole of the unpaid principal, interest and penalties accrued which become due and payable immediately because of the failure to pay any installment whether of principal or interest, when due, and to pay and disburse such payments as herein provided.

Section 6.3 Lien of Assessment. The Assessments, any interest accruing on the Assessments and the penalties and costs of collection of the Assessments shall continue to constitute and are hereby declared to be a lien against the properties upon which the Assessments are levied within the Assessment Area from and after the date on which the Assessment Ordinance became effective. Said lien shall be superior to the lien of any trust deed, mortgage, mechanic's or materialman's lien, or other encumbrance, and shall be equal to and on a parity with the lien for general property taxes. Said lien shall apply without interruption, change in priority, or alteration in any manner to any reduced obligations and shall continue until the Assessment and any interest, penalties, and costs thereon are paid in full, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax, other assessment or otherwise, or the issuance of a tax deed, an assignment of interest by the Issuer, or a sheriff's certificate of sale or deed.

Section 6.4 Default in Payment of Assessments. As further described in the Assessment Ordinance, in the event a default occurs in the payment of any installment of principal or interest of the Assessments levied pursuant to the Assessment Ordinance when due, the Issuer shall, as permitted by law, (a) either declare the unpaid amount delinquent and subject to collection or declare the whole of the unpaid Assessment immediately due and payable and subject to collection, (b) provide notice of such default, and (c) following the lapse of a 30-day period to remedy the default provided in such notice, all as provided in the Assessment Ordinance, the Issuer may immediately initiate and diligently pursue to completion of a summary sale pursuant to Section 11-42-502 and related pertinent provisions of the Act, of all delinquent property in the manner provided for actions to foreclose trust deeds. If at the sale, no Person or entity shall bid and pay the Issuer the amount due on the Assessment plus interest, penalties and costs, plus attorneys' fees, and foreclosure costs, if any, the property shall be deemed sold to the Issuer for these amounts. If the Issuer elects to irrevocably retain ownership of the delinquent property, it shall notify the Registered Owners via certified mail of such intent within thirty (30) calendar days of the sale and shall pay all delinquent Assessment installments and all Assessment installments that become due, including the interest on them. If the Issuer fails to make such election, or notifies the Registered Owners in writing of the waiver of such election right, the Issuer shall foreclose such delinquent property (but only with funds available under the Master Resolution and thereafter

dependent on funding by the Bondholders) and deposit the proceeds with the Owners, or, in the alternative, if there are no proceeds available from foreclosure, the Issuer shall deliver its rights to the delinquent property or quit-claim deed the delinquent property to the Bondholders, without any warranty or guaranty, in full satisfaction of the Outstanding Bonds attributable to the delinquent property as calculated by the Assessment Ordinance.

The remedies provided in this Section for the collection of Assessments and the enforcement of liens shall be deemed and construed to be cumulative and the use of any one method or means of collection or enforcement shall not deprive the Issuer of the use of any other method or means. In the event of any foreclosure proceedings or other remedies pursued hereunder, the Issuer shall accept direction from the Bondholders to the extent permitted by law in pursuing any such remedies. In the absence of any direction from Bondholders, the Issuer shall not be liable for any harm to Bondholders from its efforts to complete its duties hereunder in a reasonable manner, nor shall the Issuer be required to expend any of its own funds to complete such duties. The Issuer shall not be responsible to pay for the costs associated with the collection of default Assessments and the enforcement of liens.

Section 6.5 Limited Obligation of Issuer. Notwithstanding anything contained elsewhere herein to the contrary, the Bonds, or any other obligation hereunder, are not a general obligation of the Issuer but are payable exclusively out of the funds and/or property described herein. The Issuer shall not be liable for the payment of the Bonds, except to the extent of the funds created and received from (a) the Assessments, including Assessments collected through foreclosure sales resulting from unpaid Assessments (after payment of costs as described in Section 6.4 herein) and (b) moneys on deposit in the Reserve Fund, but the Issuer shall be held responsible for the lawful levy of all Assessments, for the creation and maintenance of the Reserve Fund as provided herein, and for the faithful accounting, collection, settlement, and payment of the Assessments (but only with funds available under the Master Resolution and thereafter dependent on funding by the Bondholders).

Section 6.6 No Additional Security Interest. The Issuer covenants that so long as any Bonds remain Outstanding, it shall not pledge or grant any security interest in the Assessments or any investment proceeds thereof (except as expressly provided in this Master Resolution).

Section 6.7 Tax Covenant. The Issuer covenants and agrees to and for the benefit of the Bondholders that the Issuer (a) will not take any action that would cause interest on the Bonds to be includable in gross income for federal income tax purposes, (b) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Bonds to be includable in gross income for federal income tax purposes, and (c) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from federal income taxation of interest on the Bonds. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Events of Default; Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer of any nature or type, including, but not limited to, financial, non-financial, monetary, non-monetary, technical, non-technical or otherwise under this Master Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of default hereunder and shall allow each Bondholder to require the Issuer to pay an interest at the Default Rate, from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured, to the satisfaction of the Bondholder, by the Issuer. Said interest penalty shall be paid on each succeeding payment date until the default is cured, to the satisfaction of the Bondholder, by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power, or remedy accruing upon a default shall impair any such right, power, or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power, or remedy may be exercised from time to time as may be deemed expedient.

Section 7.2 Amendments to Master Resolution. Provisions of this Master Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Master Resolution shall be made in any manner until such time as all of the Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Master Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Master Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Bonds then Outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the Town Clerk for public inspection. Should a Bondholder consent to the proposed amendment to this Master Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least sixty-six percent (66%) of the principal of Outstanding Bonds outstanding, the governing body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section 7.2 shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest payments, without the consent of the Bondholder of such Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any fund or account established hereunder without the consent of the Bondholders of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal

amount of Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Bonds then outstanding, without the consent of the Bondholders of all the Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the Person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer. Evidence of ownership of Bonds shall be established by books of the Registrar.

Section 7.3 Maintenance of Proceedings. A certified copy of this Master Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the Town Clerk where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Master Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction, or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Master Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal or interest on the Bonds authorized herein or to meet any obligation contained herein concerning the Bonds.

Section 7.4 Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Assessments under this Master Resolution and any and all estate, right, title, and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by an escrow agent for the payment of the Bonds) shall be cancelled and discharged.

Any Bond shall be deemed to be paid within the meaning of this Section when payment of the Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made or provided for in accordance with the terms thereof. At such time as the Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by an escrow agent for the payment of the Bonds).

Section 7.5 Sale of Bonds Approved. The sale of the Bonds to the Purchaser, at par, is hereby ratified, confirmed, and approved.

Section 7.6 Bondholders Not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition and construction of the Improvements.

Section 7.7 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection, or other instrument required hereby to be executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Issuer with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution. The amount of Bonds held by any Person executing such instrument as a Registered Owner of Bonds and the fact, amount and numbers of the Bonds held by such Person and the date of his holding the same shall be proved by the registration books of the Paying Agent.

Section 7.8 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Resolution or the Bonds is intended or shall be construed to give to any Person other than the parties hereto and the Registered Owners of the Bonds, any legal or equitable right, remedy, or claim under or in respect hereto or any covenants, conditions, and provisions herein contained, this Master Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds and as herein provided.

Section 7.9 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 7.10 Applicable Law. This Master Resolution shall be governed exclusively by the applicable laws of the State.

Section 7.11 Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based

thereon or upon any obligation, covenant, or agreement herein contained against any past, present, or future officer, or other public official, employee, or agent of the Issuer.

Section 7.12 Holidays. If any date for the payment of principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 7.13 Effective Date. This Master Resolution shall become effective immediately.

Section 7.14 Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Master Resolution and the documents authorized and approved herein

IN WITNESS WHEREOF, the parties hereto have caused this Master Resolution to be executed as of the date first written above.

TOWN OF BRIAN HEAD, UTAH, as Issuer

(SEAL)

By: _____
Bret Howser, Town Manager

ATTEST:

By: _____
Nancy Leigh, Town Clerk

EXHIBIT A

FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
TOWN OF BRIAN HEAD, UTAH
SPECIAL ASSESSMENT BONDS, SERIES 2026
(UNIT 3 ASSESSMENT AREA)

Interest Rate

Maturity Date

Issue Date

%

Registered Owner:

Principal Amount: _____ AND NO/100 U.S. DOLLARS*****

The Town of Brian Head, Utah (the “Issuer”), a body politic and corporate duly organized and existing under the Constitution and laws of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or registered assigns, on the Maturity Date identified above, upon presentation and surrender hereof or alternatively the Bondholder shall provide the Paying Agent with a written certificate that the Bond has been lost, stolen, mutilated or destroyed, the Principal Amount identified above due to redemption may be noted on the Record of Principal Payments attached hereto upon signature of an authorized officer of the Registered Owner, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the Interest Rate per annum (calculated on the basis of a year of 360 days and twelve 30-day months) identified above, payable semi-annually on each on each [June 1 and December 1], beginning _____, until payment in full of said Principal Amount, except as the provisions set forth in the hereinafter mentioned Master Resolution with respect to redemption prior to maturity may become applicable hereto. Interest on this Bond shall accrue from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from and including their Original Issue Date or unless, as shown by the records of the Paying Agent, interest on the Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date. Principal of and premium, if any, on this Bond shall be payable upon surrender of this Bond, payable by the Town Clerk of the Issuer (the “Paying Agent”), or its successors or alternatively the Bondholder shall provide the Paying Agent with a written certificate that the Bond has been lost, stolen, mutilated or destroyed; and payment of the interest hereon shall be made to the Registered Owner hereof and shall be paid by wire, check or draft mailed via certified mail in immediately available funds to the Person who is the Registered Owner of record as of the Bond Registrar’s close of business on the fifteenth day

immediately preceding each Interest Payment Date at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Master Resolution. Principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the Special Assessment Bonds, Series 2026 (Unit 3 Assessment Area) of the Issuer (the “Bonds”) limited to the aggregate principal amount of \$ _____ issued under and by virtue of the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), and under and pursuant to an Master Resolution dated as of _____, 2026 (the “Master Resolution”), for the purpose of (a) financing the costs of publicly owned infrastructure, facilities or systems, along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner within the Assessment Area (collectively, the “Improvements”) and (b) paying issuance expenses incurred in connection with the issuance of the Bonds.

The Bonds are issuable solely in the form of registered bonds without coupons in the denomination of \$1,000 or any integral multiple thereof.

The Bonds are subject to redemption as provided in the Master Resolution.

The Town Clerk is the initial bond registrar and paying agent with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the “Bond Registrar” and the “Paying Agent.”

Payment of this Bond and the interest thereon shall be made from, and as security for such payment there is pledged a first lien on the moneys on deposit in, (i) the Bond Fund of the Town of Brian Head Unit 3 Assessment Area containing the receipts derived by the Issuer from the Assessments levied upon the property included in the Assessment Area by the assessment ordinance adopted by the Issuer on March 10, 2026, as amended from time to time (the “Assessment Ordinance”) and (ii) all other applicable funds and moneys pledged under the Master Resolution.

It is hereby certified that a Reserve Fund has been created and the Issuer agrees that at all times during the life of this Bond and until payment thereof in full, said Fund shall be maintained as described in the Master Resolution. This Bond is not a general obligation of the Issuer, but is payable exclusively out of the funds described in the Master Resolution. The Issuer shall not be liable for the payment of the Bond, except to the extent of the funds created and received from (a) proceeds from the sale of the Bond, (b) the Assessments, including Assessments collected through foreclosure sales resulting from unpaid Assessments, and (c) moneys on deposit in the Reserve Fund, but the Issuer shall be held responsible for the lawful levy of all Assessments, for the creation and maintenance and replenishment of the Reserve Fund as provided in the Master Resolution, and for the faithful accounting, collection, settlement, and payment of the Assessments.

The Assessments made and levied pursuant to the Assessment Resolution, with accruing interest thereon, and the cost of collection of the Assessments constitute a lien upon and against the property upon which such Assessments were made and levied from and after the date upon

which the Assessment Resolution, which lien is superior to the lien of any trust deed, mortgage, mechanic's or materialman's lien, or other encumbrance. Said lien is equal to and on a parity with the lien for general property taxes and shall continue until the Assessments and interest thereon are paid, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax, other assessment, or the issuance of a tax deed, an assignment of interest by the Issuer, or a sheriff's certificate of sale or deed.

This Bond is transferable, as provided in the Master Resolution, only upon the registration books kept by the Bond Registrar, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. Upon surrender for transfer of any Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Bond surrendered for transfer. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Master Resolution.

This Bond and the issue of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts, and things required by the Constitution or statutes of the State of Utah and by the Act and the Master Resolution to exist, to have happened, or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened, and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes, and that the aggregate amount of Bonds of the Issuer for the Assessment Area, including this Bond, does not exceed the amount authorized by law nor the special assessment levied to cover the cost of the Improvements in the Assessment Area, and that all said special Assessments have been lawfully levied.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed in its name and on its behalf by the Mayor of the Town of Brian Head, Utah and attested by the Town Clerk of the Issuer, acting as the officers of the Issuer, and has caused its seal to be printed hereon.

(SEAL)

By: _____ (Do Not Sign)
Clayton Calloway, Mayor

COUNTERSIGN:

By: _____ (Do Not Sign)
Nancy Leigh, Town Clerk

CERTIFICATE OF AUTHENTICATION

Date of Registration and Authentication:

This Bond is one of the Bonds of the issue described in the within-mentioned Master Resolution.

By: _____
Town Clerk, as initial Bond Registrar

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns, and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

\$ _____
Town of Brian Head, Utah
Special Assessment Bonds,
Series 2026
(Unit 3 Assessment Area)

_____, 2026

Town of Brian Head, Utah

The undersigned, _____ (the "Purchaser"), offers to purchase from the Town of Brian Head, Utah (the "Issuer"), \$ _____ in aggregate principal amount of Special Assessment Bonds, Series 2026 (Unit 3 Assessment Area) of the Issuer (the "Bonds") issued under a Master Resolution dated as of _____, 2026 (the "Master Resolution") for the par amount thereof with delivery and payment at the offices of Gilmore & Bell, P.C. in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Agreement (the "Purchase Agreement") on or before 11:59 p.m., Salt Lake City time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, and the expected date of delivery and payment.

2. You represent and covenant to the Purchaser that the Issuer is a body corporate and politic duly organized and existing under the Constitution and laws of the State of Utah, and is authorized, among other things: (i) to issue special assessment bonds, such as the Bonds, for authorized purposes; and (ii) to secure the Bonds in the manner contemplated by the Master Resolution.

3. You represent and covenant to the Purchaser that (a) you have as of the closing of the Bonds on the date hereof (the "Closing"), the power and authority to enter into and perform this Purchase Agreement and the Master Resolution; (b) to adopt the Resolution dated April 28, 2026 (the "Resolution") that authorized the delivery and sale of the Bonds to the Purchaser pursuant to the terms and conditions set forth in this Purchase Agreement and the Master Resolution; (c) this Purchase Agreement, the Master Resolution, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject; (d) other than the Resolution, no governmental approval or authorization is required in connection with the execution and delivery of the Master Resolution and the Resolution, and the Bonds are and shall be at the time of the Closing legal, valid, and

binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors' rights; and (e) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Master Resolution, the Resolution, or this Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds, or the adoption, execution, and delivery of the Resolution, the Master Resolution or this Purchase Agreement.

4. As conditions to the Purchaser's obligations hereunder:

(a) From _____ to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Bonds or the interest thereon or the contemplated transaction; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting in an adverse way, in the Purchaser's opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Bonds, in definitive form, duly executed and registered;

(ii) The Master Resolution in final form, duly executed and delivered;

(iii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement are true and correct when made and as of the Closing as if made as of the time of the Closing;

(iv) The approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal and State of Utah income tax purposes; and

(v) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

5. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, Bond Counsel, placement agent fees and the cost of preparing and printing the Bonds.

6. The Purchaser represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in

the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, “economic boycott” means an action targeting a “boycotted company” with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code “boycotted company” means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Purchaser covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Agreement.

7. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer’s representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Purchase Agreement.

8. This Purchase Agreement shall be governed by the laws of the State of Utah.

9. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Purchase Agreement shall become effective upon the execution by the parties hereto.

Sincerely,

[PURCHASER]

By: _____

Accepted on behalf of
TOWN OF BRIAN HEAD, UTAH

By: _____
Bret Howser, Town Manager

ATTEST AND COUNTERSIGN:

By: _____
Nancy Leigh, Town Clerk

(SEAL)

EXHIBIT A

DESCRIPTION OF BONDS

1. Issue Size: \$ _____
2. Accrued Interest: \$0
3. Interest Payment Date: [_____ and _____ of each year, beginning _____]
4. Dated Date: Date of delivery
5. Security: Special Assessments of the Issuer
6. Form: Registered Bonds
7. Closing Date: _____, 2026, or as otherwise agreed upon
8. Redemption: The Bonds are subject to Optional Redemption as follows:

Maturity Date

Principal Amount

Interest Rate

\$

Brian Head, Utah

April 28, 2026

The Town Council (the “Council”) of the Town of Brian Head, Utah (the “Town”) met in regular session on April 28, 2026, at 1:00 p.m. at the regular meeting place of said Council at 56 North Highway 143 in Brian Head, Utah, with the following members of the Council present:

Clayton Calloway	Mayor
Logan Cruz	Council Member
Larry Freeberg	Council Member
Duane Nyen	Council Member
Martin Tidwell	Council Member

Also present:

Nancy Leigh	Town Clerk
Bret Howser	Town Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Town Clerk presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this April 28, 2026, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following resolution was then introduced in writing and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____, adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the Town Clerk in the official records of the Town. The resolution is as follows:

RESOLUTION NO. 26-__

A RESOLUTION OF THE TOWN COUNCIL (THE “COUNCIL”) OF THE TOWN OF BRIAN HEAD, UTAH (THE “TOWN”) ESTABLISHING THE TERMS AND CONDITIONS OF THE ISSUANCE OF THE TOWN’S NOT TO EXCEED \$323,437 SPECIAL ASSESSMENT BONDS, SERIES 2026 (SPECIAL TAX ASSESSMENT AREA NO. 2024-02 (ELK DRIVE)) (THE “BONDS”); AUTHORIZING THE EXECUTION BY THE TOWN OF A MASTER RESOLUTION, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Town Council (the “Council”) of the Town of Brian Head, Utah (the “Town”), pursuant to the Designation Resolution (as defined below) has designated an assessment area to be known as the “Town of Brian Head, Utah Special Tax Assessment Area No. 2024-02 (Special Tax Assessment Area No. 2024-02 (Elk Drive))” (the “Assessment Area”) for the purpose of financing the costs of publicly owned infrastructure, facilities or systems, along with other necessary miscellaneous improvements (collectively, the “Improvements”), including administrative and overhead costs, and the costs of funding a bond funded reserve fund pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”); and

WHEREAS, the Council previously adopted Resolution No. 25-555 on May 13, 2025, pursuant to which the Council designated the Assessment Area (the “Designation Resolution”); and

WHEREAS, on March 10, 2026, the Council adopted an Assessment Ordinance with regard to the Assessment Area and subsequently recorded a Notice of Assessment Interest with the Recorder of Iron County, Utah; and

WHEREAS, in order to finance the Improvements, the Council desires to issue its not to exceed \$323,437 Special Assessment Bonds, Series 2026 (Special Tax Assessment Area No. 2024-02 (Elk Drive)) (the “Bonds”) pursuant to a Master Resolution in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B (the “Master Resolution”); and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “BPA”), in substantially the form attached hereto as Exhibit C, to be entered into between the Town and the purchaser of the Bonds (the “Purchaser”); and

WHEREAS, in order to allow the Town flexibility in confirming the terms of the Bonds and the Master Resolution, the Council desires to grant to the Mayor or the Town Manager (each a “Designated Officer” and together, the “Designated Officers”) the authority to select a Purchaser, approve the final Master Resolution and any additional documents, as needed, and any changes with respect thereto from the form which was before the Council at the time of adoption of this

Resolution, and the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such changes and terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Brian Head, Utah, as follows:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings when used in the body of this Resolution.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by the officers of the Town directed toward the execution and delivery of the Bonds and Master Resolution are hereby ratified, approved, and confirmed.

Section 3. The Master Resolution in substantially the form attached hereto as Exhibit B, and the BPA in substantially the form attached hereto as Exhibit C, are in all respects hereby authorized and approved, and a Designated Officer and Town Clerk are hereby authorized and directed to execute and deliver the same on behalf of the Town with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized herein.

Section 4. The Designated Officers are hereby authorized to select a Purchaser, specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the Town, provided that such terms are within the Parameters set by this Resolution.

Section 5. The Town hereby authorizes the issuance of the Bonds in the aggregate principal amount of not to exceed \$323,437. The Bonds shall bear interest, shall be dated, shall be issued as fully registered bonds, and shall mature as provided in the Master Resolution, provided that the Bonds shall mature in not more than eleven (11) years from the date of the adoption of this Resolution, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and shall bear interest at a rate or rates not to exceed seven percent (7%) per annum, as shall be approved by a Designated Officer, all within the Parameters set forth herein.

Section 6. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Mayor and Town Clerk are hereby authorized and directed to execute and seal the Bonds and to deliver said Bonds to the Purchaser. The signatures of the Mayor and Town Clerk may be by facsimile or manual execution.

Section 7. The Designated Officers or other appropriate officials of the Town are hereby authorized and directed to authenticate and deliver the Bonds in accordance with the provisions of the Master Resolution.

Section 8. The Designated Officers or other appropriate officials of the Town are authorized to make any alterations, changes or additions to the Master Resolution, the BPA, the

Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 9. Upon their issuance, the Bonds will constitute special limited obligations of the Town payable solely from and to the extent of the sources set forth in the Bonds and the Master Resolution. No provision of this Resolution, the Master Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of Town, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Town.

Section 10. After the Bonds are delivered to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution and this Resolution.

Section 11. The Designated Officers or other appropriate officials of the Town, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Town any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 12. It is hereby declared that all parts of this Resolution are severable, and if any section, clause, or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this Resolution.

Section 13. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation, or part thereof heretofore repealed.

Section 14. The Town hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Improvements. The Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Improvements are placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Improvements is not expected to exceed \$323,437.

Section 15. This Resolution shall take effect immediately upon its approval and adoption.

PASSED AND APPROVED this April 28, 2026.

By: _____
Clayton Calloway, Mayor

ATTEST:

By: _____
Nancy Leigh, Town Clerk

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Pursuant to motion duly made and seconded, the meeting was adjourned.

By: _____
Clayton Calloway, Mayor

ATTEST:

By: _____
Nancy Leigh, Town Clerk

STATE OF UTAH)
 : ss.
COUNTY OF IRON)

I, Nancy Leigh, the duly chosen, qualified, and acting Town Clerk of the Town of Brian Head, Utah (the “Town”), do hereby certify that the above and foregoing is a full, true and correct copy of the record of proceedings had by the Town Council at its meeting held on April 28, 2026, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this April 28, 2026.

(SEAL)

By: _____
Nancy Leigh, Town Clerk

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Nancy Leigh, the undersigned Town Clerk of the Town of Brian Head, Utah (the “Town”), do hereby certify, according to the records of the Town Council (the “Council”) in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the April 28, 2026 public meeting held by the Council as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Town at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Town’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2026 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the Town’s official website, and (c) in a public location within the Town that is reasonably likely to be seen by residents of the Town.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 28, 2026.

(SEAL)

By: _____
Nancy Leigh, Town Clerk

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF MASTER RESOLUTION

MASTER RESOLUTION
OF
TOWN OF BRIAN HEAD, UTAH, AS ISSUER

Dated as of _____, 2026

Authorizing the issuance and sale of
\$ _____
Special Assessment Bonds, Series 2026
(Special Tax Assessment Area No. 2024-02 (Elk Drive))

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MASTER RESOLUTION

WHEREAS, on July 11, 2024, the Town Council (the “Council”) of the Issuer adopted a resolution (the “Intention Resolution”) declaring the intention of the Issuer to designate an assessment area to finance the costs of certain water system improvements and other necessary miscellaneous improvements in the Cedar Breaks Mountain Estates subdivision, Iron County, Utah (collectively, the “Improvements”); and

WHEREAS, on May 13, 2025, the Council adopted a resolution (the “Designation Resolution”) designating an assessment area known as the Town of Brian Head, Utah Special Tax Assessment Area No. 2024-02 (Elk Drive) (the “Assessment Area”); and

WHEREAS, on March 10, 2026, the Council adopted an assessment ordinance for the Assessment Area (the “Assessment Ordinance”) levying assessments against properties benefited by the Improvements; and

WHEREAS, the Assessment Ordinance was posted in accordance with the requirements of the laws of the State of Utah (the “State”); and

WHEREAS, the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), provides that a local entity may issue assessment bonds to finance improvements within an assessment area; and

WHEREAS, [_____] (the “Purchaser”) has offered to purchase the Bonds (defined below) at par in the total principal amount of \$_____; and

WHEREAS, the Council now desires to accept the offer of the Purchaser and to confirm the sale of the Special Assessment Bonds, Series 2026 (Special Tax Assessment Area No. 2024-02 (Elk Drive)) (the “Bonds”) to the Purchaser to finance the costs of the Improvements by issuing the Bonds in the total principal amount of \$_____; and

WHEREAS, the Bonds shall be payable solely from (a) certain funds on deposit herein, and (b) the levy of assessments against the properties benefited by the Improvements, and shall not constitute or give rise to a general obligation or general liability of the Issuer, or any other political subdivision of the State, or constitute a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Council hereby determines that it is reasonable, necessary, and prudent at this time to issue the Bonds as provided herein.

NOW, THEREFORE, Be It Resolved by the Town Council of the Town of Brian Head, Utah, as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used in this Master Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

“Act” means the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended.

“Administrative Costs Account” means the Administrative Costs Account established within the Bond Fund pursuant to Section 4.2 herein.

“Assessment Area” means the Town of Brian Head, Utah Special Tax Assessment Area No. 2024-02 (Elk Drive), as designated in the Designation Resolution and as may be amended from time to time in accordance with this Master Resolution, the Designation Resolution and the Assessment Ordinance.

“Assessment Fund” means the Town of Brian Head, Utah Special Tax Assessment Area No. 2024-02 (Elk Drive) Assessment Fund created in Section 4.1 hereof to be held and administered by the Issuer.

“Assessment Ordinance” means the assessment ordinance adopted by the Issuer on March 10, 2026, levying assessments against benefited properties within the Assessment Area, as amended from time to time.

“Assessment Prepayment” means an amount received by the Issuer constituting the full or partial prepayment of Assessments due with respect to any property, in accordance with the provisions of the Assessment Ordinance. Before submitting an Assessment Prepayment, a property owner shall obtain an Assessment Prepayment Notice from the Issuer.

“Assessment Prepayment Notice” means a notice from the Issuer regarding an Assessment Prepayment which dictates the applicable amount of an Assessment Prepayment based on the proposed prepayment date(s), with the intent to allow the earliest available redemption date for any Assessment Prepayment, in accordance with the notice and deposit requirements set forth herein.

“Assessments” means those assessments levied and received under the Assessment Ordinance against certain properties within the Assessment Area benefited by the Improvements.

“Authorized Denominations” means the amount of \$1,000 or any integral multiple of \$1,000 in excess thereof.

“Authorized Representative” means the Town Manager of the Issuer or any other person duly authorized by the Council to act as the Authorized Representative of the Issuer hereunder.

“Bond Fund” means the Town of Brian Head, Utah Special Tax Assessment Area No. 2024-02 (Elk Drive) Bond Fund created in Section 4.2 hereof to be held by the Issuer and administered pursuant to Section 5.2 hereof.

“Bondholder,” “Holder,” “Bondowner,” “Registered Owner,” or “Owner” means the registered owner of any Bonds herein authorized.

“Bonds” means the \$_____ Town of Brian Head, Utah Special Assessment Bonds, Series 2026 (Special Tax Assessment Area No. 2024-02 (Elk Drive)) authorized for issuance herein.

“Business Day” means any day except Saturday or Sunday on which banking business is transacted.

“Code” means the Internal Revenue Code of 1986, as amended, and any regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

“Council” means the Town Council of the Town of Brian Head, Utah.

“Debt Service Reserve Requirement” means an amount equal to \$_____ and is to be maintained at this amount while the Bonds remain Outstanding.

“Default” and “Event of Default” mean, with respect to any default or event of default under this Master Resolution, any occurrence or event specified in and defined by Section 6.4 hereof.

“Default Rate” means _____.

“Designation Resolution” means the designating resolution adopted by the Council on May 13, 2025, which designates the Assessment Area for the purpose of financing the Improvements.

“Improvements” means the construction and installation of certain water system improvements and other necessary miscellaneous improvements in the Assessment Area.

“Interest Payment Date” means each _____ and _____, beginning _____.

“Issuer” means the Town of Brian Head, Utah, and its successors.

“Master Resolution” means this Master Resolution authorizing the issuance and sale of the Bonds.

“Original Issue Date” means the initial delivery date of the Bonds.

“Outstanding” or “Outstanding Bonds” means any Bond which has been issued and delivered and not cancelled in accordance with the provisions hereof, except any Bond in lieu of or in substitution for which a new Bond shall have been delivered herewith, unless proof satisfactory to the Registrar is presented that such Bond is held by a bona fide holder in due course.

“Paying Agent” means each Person appointed by the Issuer as Paying Agent with respect to the Bonds. The initial Paying Agent is the Town Clerk.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies, and other entities.

“Purchaser” means [_____].

“Redemption Account” means the Redemption Account established within the Bond Fund pursuant to Section 4.2 herein.

“Registrar” means the Town Clerk appointed as the initial registrar for the Bonds pursuant to Section 3.1 hereof, and any additional or successor registrar appointed pursuant hereto.

“Reserve Fund” means the Town of Brian Head, Utah, Special Tax Assessment Area No. 2024-02 (Elk Drive) Reserve Fund created in Section 4.3 hereof to be held by the Issuer.

“State” means the State of Utah.

ARTICLE II

AUTHORIZATION, TERMS, AND ISSUANCE OF BONDS

Section 2.1 Principal Amount, Designation, and Series. The Bonds are hereby authorized for issuance for the purpose of providing funds to (a) finance the Improvements and (b) pay the costs of issuance of the Bonds. The Bonds shall be limited to \$ _____ in aggregate principal amount, shall be issued in Authorized Denominations, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Bonds shall be designated as, and shall be distinguished from all other bonds of the Issuer by the title, “Town of Brian Head, Utah Special Assessment Bonds, Series 2026 (Special Tax Assessment Area No. 2024-02 (Elk Drive)).”

Section 2.2 Date, Maturities and Interest. The Bonds shall be dated as of their Original Issue Date, and shall mature on the dates in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from and including their Original Issue Date or unless, as shown by the records of the Paying Agent, interest on the Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date, payable on each Interest Payment Date at the rate per annum as set forth below:

Maturity Date (<u>[December 1]</u>)	Principal <u>Amount</u> \$	<u>Interest Rate</u> %	<u>Price</u> 100.00%
--	----------------------------------	---------------------------	-------------------------

The Bonds shall bear interest at the interest rate stated above. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

If interest or principal on the Bonds shall be in default, such Bonds shall bear interest at the Default Rate from the date of such default, unless no interest shall have been paid on such Bonds, in which case such Bonds shall bear interest at the Default Rate from their Original Issue Date.

Section 2.3 Redemption.

(a) *Optional Redemption.* The Bonds are subject to redemption prior to maturity on any date, at the option of the Issuer, as a whole or in integral multiples of \$1, in any order of maturity, and in whole or partial maturities (and if in part in such order of maturities as the Issuer shall determine), at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed plus accrued interest.

(b) *[Mandatory Sinking Fund Redemption.]* The Bonds are subject to mandatory sinking fund redemption at a redemption price equal to one hundred percent (100%) of the

principal amount of Bonds to be redeemed plus accrued interest to the redemption date, as follows:

Mandatory Sinking Fund Redemption Date (_____)	Mandatory Sinking Fund Installment Amount	Mandatory Sinking Fund Redemption Date (_____)	Mandatory Sinking Fund Installment Amount
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* Final maturity

Upon redemption of any Bonds (other than by application of mandatory sinking fund redemption), an amount equal to the principal amount so redeemed shall be credited in increments of not less than \$1 toward the mandatory sinking fund redemption amounts for the Bonds, at the discretion of the Issuer.]

(c) *Extraordinary Mandatory Redemption for Foreclosure or Excess Proceeds.* Each principal payment of the Bonds is subject to extraordinary mandatory prepayment and redemption on any Business Day, in whole or in part, on a pro rata basis (or “strip call”) from each principal payment of the Bonds, upon notice as provided in Section 2.4 hereof, from Assessments collected from the foreclosure sale of delinquent property or Bond proceeds determined by the Issuer to not be needed for costs of construction, at a redemption price equal to one hundred percent (100%) of the principal amount of each principal payment to be redeemed in the amount of Assessments (rounded down to the nearest \$1 increment) the Issuer collects from the foreclosure sale of delinquent property (less amounts used for debt service on the Bonds or to replenish the Reserve Fund) or the amount of Bond proceeds not needed for construction. Whenever less than all of the Bonds are to be redeemed, the Issuer shall select the Bonds to be redeemed from all Bonds not previously called for redemption, on a *pro rata* basis as nearly as practicable.

(d) *Extraordinary Mandatory Prepayment Redemption for Assessment Prepayments.* Each principal payment of the Bonds is subject to mandatory prepayment and redemption on any Business Day, in whole or in part, on a pro rata basis (or “strip call”) from each payment of the Bonds, upon notice as provided in Section 2.4 hereof, from Assessment Prepayments received by the Issuer and in the amount of not less than \$1 at a redemption price equal to one hundred percent (100%) of the principal amount of the Bonds to be redeemed or prepaid.

Section 2.4 Notice of Redemption. Notice of redemption shall be given by the Registrar by certified mail, not less than thirty (30) days nor more than sixty (60) days prior to the

redemption date, to the Holder, as of the record date established by the Registrar for such redemption, of each Bond which is subject to redemption, at the address of such Holder as it appears on the registration books of the Issuer kept by the Registrar, or at such other address as is furnished to the Registrar in writing by such Holder on or prior to such record date. Each notice of redemption shall state the record date, the redemption date, the place of redemption, the principal amount and, if less than all, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds the principal of, interest accrued thereon to the redemption date, and premium, if any. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Issuer moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Issuer not later than the opening of business on the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

In case any Bond shall be redeemed in part only, upon the presentation of such Bonds for such partial redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, Bond or Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such Bond will be issued. A portion of any Bond of a denomination of more than \$1 to be redeemed will be in the principal amount of \$1 or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Issuer will treat each such Bond as representing that number of Bonds of such \$1 denomination which is obtained by dividing the principal amount of such Bonds by such \$1 denomination. Provided, however, any Bond redemptions shall be in a minimum amount of \$1.

Section 2.5 Execution and Delivery of the Bonds. The Mayor is hereby authorized to execute the Bonds by manual or facsimile signature, and the Town Clerk to countersign the Bonds by manual or facsimile signature, and to have imprinted, engraved, lithographed, stamped, or otherwise placed on the Bonds the official seal of the Issuer. The Town Clerk is hereby authorized to deliver the Bonds to the Purchaser upon payment to the Issuer of the proceeds.

Section 2.6 Delivery of Bonds. Further Authority. The Mayor and the Town Clerk and other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents, and other instruments as may be necessary or advisable to provide for the issuance, sale, registration, and delivery of the Bonds.

Section 2.7 No Additional Bonds. No additional indebtedness, bonds, or notes of the Issuer secured by a pledge of the Assessments senior to or on a parity with the pledge of Assessments for the payment of the Bonds herein authorized shall be created or incurred without the prior written consent of the Owners of one hundred percent (100%) of the Outstanding Bonds.

Section 2.8 Bank Designation of Bonds. For purposes of and in accordance with Section 265 of the Code, the Issuer has designated the Bonds as an issue qualifying for the

exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2026 will not exceed \$10,000,000. For purposes of this Section, “aggregated issuer” means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer, and all aggregated issuers for calendar year 2026 does not exceed \$10,000,000.

ARTICLE III

REGISTRATION AND PAYMENT

Section 3.1 Execution of and Registration of Bonds; Persons Treated as Owners.

The Bonds shall be signed by the Mayor and the Issuer shall cause books for the registration and for the transfer of the Bonds to be kept by the Town Clerk who is hereby appointed the Registrar of the Issuer with respect to the Bonds. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Bond for redemption.

Bonds surrendered for payment, redemption, or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar, and the Paying Agent may treat and consider the Person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar, nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 3.2 Deposit of Bond Proceeds. The proceeds from the sale of the Bonds (being the par amount of \$_____) shall be applied as follows:

- (a) \$[_____] to pay or reimburse the Issuer for the costs of the Improvements;
- (b) \$[_____] into the Reserve Fund; and
- (c) \$[_____] to pay costs of issuance.

Section 3.3 Nature of Obligation. The Issuer hereby pledges all Assessments levied pursuant to the Assessment Ordinance to the payment of the Bonds. The Bonds, together with interest thereon, shall be special limited obligations of the Issuer payable solely from a first lien pledge of the Assessments levied and collected under the Assessment Ordinance (except to the extent paid out of moneys attributable to the Bond proceeds, moneys collected by the Issuer from the foreclosure of assessed properties or from other funds created hereunder or the income from the temporary investment thereof).

No provision of this Master Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or creating a general obligation of the State, the Issuer, or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer, or its taxing powers.

ARTICLE IV

CREATION OF FUNDS AND ACCOUNTS

Section 4.1 Creation of Assessment Fund. There is hereby created and ordered established in the custody of the Issuer a fund in the name of the Issuer referred to as the Assessment Fund. For accounting purposes, the Assessment Fund may be redesignated by different account names by the Issuer from time to time.

Section 4.2 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Issuer a special trust fund in the name of the Issuer referred to as the Bond Fund. Within the Bond Fund, there is hereby created and ordered established an Administrative Costs Account and a Redemption Account.

Section 4.3 Creation of Reserve Fund. There is hereby created and ordered established in the custody of the Issuer a special trust fund in the name of the Issuer referred to as the Reserve Fund.

Section 4.4 Additional Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Issuer need not create any of the funds or accounts referenced in this Article IV until such funds or accounts shall be utilized. The Issuer may authorize the creation of additional funds and additional accounts within any funds.

ARTICLE V

USE OF FUNDS

Section 5.1 Use of Assessment Fund. All payments of Assessments received and collected by the Issuer pursuant to the Assessment Ordinance, including Assessment Prepayments and Assessments received from the foreclosure sale of delinquent properties shall be deposited upon receipt in the Assessment Fund and shall be transferred for deposit within ten (10) days after receipt for deposit in the funds and accounts in the specified order of priority, each priority being fully paid before funds are used to pay any lower priority and no payment being made on any priority if funds have been exhausted in the payment of higher priorities, as follows:

(a) *First*, all regularly scheduled payments of Assessments (i) in the amount needed (taking into account amounts already on deposit) to pay the principal of and interest on the Bonds on each Interest Payment Date and at maturity or [upon mandatory sinking fund redemption] shall be deposited by the Issuer in the Bond Fund, with the Assessments due on any November 30 intended to be used to make the payments on the Bonds on the following [June 1 and December 1] and (ii) in the amount attributable to the Issuer's administration fee (plus any direct out of pocket costs of the Issuer) shall be deposited into the Administrative Costs Account in the Bond Fund and then remitted annually to the Issuer (and to the extent regularly scheduled payments of Assessments are not sufficient for (i) and (ii) in whole, such amount shall be distributed pro rata);

(b) *Second*, all Assessment Prepayments shall be deposited by the Issuer in the Redemption Account within the Bond Fund to redeem Bonds as provided in Section 2.3(d);

(c) *Third*, Assessments received from the foreclosure sale of delinquent property in an amount sufficient to replenish the Reserve Fund for draws made thereon to pay principal of the Bonds when due, shall be deposited into the Reserve Fund, or to reimburse the Reserve Fund for any amounts used thereunder for foreclosure costs, in the Reserve Fund; and

(d) *Fourth*, all remaining Assessments received from the foreclosure sale of delinquent property shall be deposited by the Issuer in the Redemption Account within the Bond Fund to redeem Bonds pursuant to Section 2.3(b) herein.

Section 5.2 Use of Bond Fund.

(a) The Issuer shall make deposits to the Bond Fund, as and when received, as follows:

(i) the amounts provided for in Section 5.1 herein;

(ii) moneys transferred from the Reserve Fund as provided herein; and

(iii) all other moneys received by the Issuer hereunder when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 5.1(a)(ii) and this Section, moneys in the Bond Fund shall be expended solely for the payment of principal of and interest on the Bonds as the same become due on each Interest Payment Date and at maturity or upon earlier redemption.

The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient moneys from the Bond Fund to pay principal of and interest on the Bonds as the same become due and payable at maturity or upon earlier redemption and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

Section 5.3 Use of Reserve Fund.

(a) Moneys on deposit in the Reserve Fund shall be used to make up any deficiencies in the Bond Fund for the payment of the Bonds when due.

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

(c) Except as otherwise provided in this Section, the Reserve Fund shall at all times be maintained in an amount not less than the Debt Service Reserve Requirement. Moneys at any time on deposit in the Reserve Fund in excess of the Debt Service Reserve Requirement shall on or about October 1 of each year be transferred to the Issuer. Moneys on deposit in the Reserve Fund upon the final payment of the Bonds shall be applied to the final Assessment payment obligation of the assessed properties. If the amounts on deposit in the Reserve Fund exceed the final Assessment payment obligation, any excess amounts shall be paid by the Issuer to the owners whose properties were subject to the final Assessment payment obligation on a pro rata basis, as an excess Assessment payment.

[If at any time the amount on deposit in the Reserve Fund is less than the Debt Service Reserve Requirement with respect to the Bonds, the Issuer shall replenish the Reserve Fund from proceeds received from the sale of delinquent property as provided in the Act. If, however, the Reserve Fund is not fully replenished from proceeds received from the sale of delinquent property, the Issuer shall not be required to replenish the Reserve Fund to the Debt Service Reserve Requirement except as funds become available from those sources pledged and described herein.]

Section 5.4 Investment of Funds. All money maintained on deposit in the Bond Fund and the Reserve Fund shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Bonds. All money so maintained on deposit with the Issuer shall be secured to the fullest extent required or permitted by the laws of the State pertaining to the securing of public deposits. All or part of the money in the Bond Fund and the Reserve Fund shall be invested by the Issuer in permitted investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purpose for which such funds were created. Investment earnings on all such

investments permitted hereunder shall be maintained in said funds or accounts and used for the purpose for which such fund or account was created. Whenever any money so invested from the Bond Fund and the Reserve Fund is needed for the purpose for which such fund was created, such investments, to the amount necessary, shall be liquidated by the Issuer, and the proceeds thereof applied to the required purpose. Investment earnings received on all investments in the Reserve Fund shall be maintained in the Reserve Fund until there shall be on deposit therein the Debt Service Reserve Requirement. Thereafter, any investment earnings shall be transferred to the Issuer.

Section 5.5 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, investments shall be valued at market. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Reserve Fund, whereupon the securities therein shall be valued immediately after such withdrawal.

Section 5.6 Perfection of Security Interest.

(a) The Master Resolution creates a valid and binding pledge and assignment of security interest in all of the Assessments and all other applicable funds and moneys pledged under this Master Resolution as security for payment of the Bonds.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Assessments.

ARTICLE VI

COVENANTS AND UNDERTAKINGS

Section 6.1 Covenants of Issuer. All covenants, statements, representations, and agreements contained in the Bonds, and all recitals and representations in this Master Resolution are hereby considered and understood as the covenants, statements, representations, and agreements of the Issuer.

Section 6.2 Levy and Collection of Assessments. The Town Manager shall be and is hereby authorized and empowered, and it shall be his/her duty to receive and collect all Assessments levied to pay the cost of the Improvements of the Assessment Area, the installments thereon, the interest thereon, and the penalties accrued thereon, including without limiting the generality of the foregoing, the whole of the unpaid principal, interest and penalties accrued which become due and payable immediately because of the failure to pay any installment whether of principal or interest, when due, and to pay and disburse such payments as herein provided.

Section 6.3 Lien of Assessment. The Assessments, any interest accruing on the Assessments and the penalties and costs of collection of the Assessments shall continue to constitute and are hereby declared to be a lien against the properties upon which the Assessments are levied within the Assessment Area from and after the date on which the Assessment Ordinance became effective. Said lien shall be superior to the lien of any trust deed, mortgage, mechanic's or materialman's lien, or other encumbrance, and shall be equal to and on a parity with the lien for general property taxes. Said lien shall apply without interruption, change in priority, or alteration in any manner to any reduced obligations and shall continue until the Assessment and any interest, penalties, and costs thereon are paid in full, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax, other assessment or otherwise, or the issuance of a tax deed, an assignment of interest by the Issuer, or a sheriff's certificate of sale or deed.

Section 6.4 Default in Payment of Assessments. As further described in the Assessment Ordinance, in the event a default occurs in the payment of any installment of principal or interest of the Assessments levied pursuant to the Assessment Ordinance when due, the Issuer shall, as permitted by law, (a) either declare the unpaid amount delinquent and subject to collection or declare the whole of the unpaid Assessment immediately due and payable and subject to collection, (b) provide notice of such default, and (c) following the lapse of a 30-day period to remedy the default provided in such notice, all as provided in the Assessment Ordinance, the Issuer may immediately initiate and diligently pursue to completion of a summary sale pursuant to Section 11-42-502 and related pertinent provisions of the Act, of all delinquent property in the manner provided for actions to foreclose trust deeds. If at the sale, no Person or entity shall bid and pay the Issuer the amount due on the Assessment plus interest, penalties and costs, plus attorneys' fees, and foreclosure costs, if any, the property shall be deemed sold to the Issuer for these amounts. If the Issuer elects to irrevocably retain ownership of the delinquent property, it shall notify the Registered Owners via certified mail of such intent within thirty (30) calendar days of the sale and shall pay all delinquent Assessment installments and all Assessment installments that become due, including the interest on them. If the Issuer fails to make such election, or notifies the Registered Owners in writing of the waiver of such election right, the Issuer shall foreclose such delinquent property (but only with funds available under the Master Resolution and thereafter

dependent on funding by the Bondholders) and deposit the proceeds with the Owners, or, in the alternative, if there are no proceeds available from foreclosure, the Issuer shall deliver its rights to the delinquent property or quit-claim deed the delinquent property to the Bondholders, without any warranty or guaranty, in full satisfaction of the Outstanding Bonds attributable to the delinquent property as calculated by the Assessment Ordinance.

The remedies provided in this Section for the collection of Assessments and the enforcement of liens shall be deemed and construed to be cumulative and the use of any one method or means of collection or enforcement shall not deprive the Issuer of the use of any other method or means. In the event of any foreclosure proceedings or other remedies pursued hereunder, the Issuer shall accept direction from the Bondholders to the extent permitted by law in pursuing any such remedies. In the absence of any direction from Bondholders, the Issuer shall not be liable for any harm to Bondholders from its efforts to complete its duties hereunder in a reasonable manner, nor shall the Issuer be required to expend any of its own funds to complete such duties. The Issuer shall not be responsible to pay for the costs associated with the collection of default Assessments and the enforcement of liens.

Section 6.5 Limited Obligation of Issuer. Notwithstanding anything contained elsewhere herein to the contrary, the Bonds, or any other obligation hereunder, are not a general obligation of the Issuer but are payable exclusively out of the funds and/or property described herein. The Issuer shall not be liable for the payment of the Bonds, except to the extent of the funds created and received from (a) the Assessments, including Assessments collected through foreclosure sales resulting from unpaid Assessments (after payment of costs as described in Section 6.4 herein) and (b) moneys on deposit in the Reserve Fund, but the Issuer shall be held responsible for the lawful levy of all Assessments, for the creation and maintenance of the Reserve Fund as provided herein, and for the faithful accounting, collection, settlement, and payment of the Assessments (but only with funds available under the Master Resolution and thereafter dependent on funding by the Bondholders).

Section 6.6 No Additional Security Interest. The Issuer covenants that so long as any Bonds remain Outstanding, it shall not pledge or grant any security interest in the Assessments or any investment proceeds thereof (except as expressly provided in this Master Resolution).

Section 6.7 Tax Covenant. The Issuer covenants and agrees to and for the benefit of the Bondholders that the Issuer (a) will not take any action that would cause interest on the Bonds to be includable in gross income for federal income tax purposes, (b) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Bonds to be includable in gross income for federal income tax purposes, and (c) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from federal income taxation of interest on the Bonds. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Events of Default; Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer of any nature or type, including, but not limited to, financial, non-financial, monetary, non-monetary, technical, non-technical or otherwise under this Master Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of default hereunder and shall allow each Bondholder to require the Issuer to pay an interest at the Default Rate, from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured, to the satisfaction of the Bondholder, by the Issuer. Said interest penalty shall be paid on each succeeding payment date until the default is cured, to the satisfaction of the Bondholder, by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power, or remedy accruing upon a default shall impair any such right, power, or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power, or remedy may be exercised from time to time as may be deemed expedient.

Section 7.2 Amendments to Master Resolution. Provisions of this Master Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Master Resolution shall be made in any manner until such time as all of the Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Master Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Master Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Bonds then Outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the Town Clerk for public inspection. Should a Bondholder consent to the proposed amendment to this Master Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least sixty-six percent (66%) of the principal of Outstanding Bonds outstanding, the governing body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section 7.2 shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest payments, without the consent of the Bondholder of such Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any fund or account established hereunder without the consent of the Bondholders of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal

amount of Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Bonds then outstanding, without the consent of the Bondholders of all the Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the Person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer. Evidence of ownership of Bonds shall be established by books of the Registrar.

Section 7.3 Maintenance of Proceedings. A certified copy of this Master Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the Town Clerk where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Master Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction, or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Master Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal or interest on the Bonds authorized herein or to meet any obligation contained herein concerning the Bonds.

Section 7.4 Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Assessments under this Master Resolution and any and all estate, right, title, and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by an escrow agent for the payment of the Bonds) shall be cancelled and discharged.

Any Bond shall be deemed to be paid within the meaning of this Section when payment of the Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made or provided for in accordance with the terms thereof. At such time as the Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by an escrow agent for the payment of the Bonds).

Section 7.5 Sale of Bonds Approved. The sale of the Bonds to the Purchaser, at par, is hereby ratified, confirmed, and approved.

Section 7.6 Bondholders Not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition and construction of the Improvements.

Section 7.7 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection, or other instrument required hereby to be executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Issuer with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution. The amount of Bonds held by any Person executing such instrument as a Registered Owner of Bonds and the fact, amount and numbers of the Bonds held by such Person and the date of his holding the same shall be proved by the registration books of the Paying Agent.

Section 7.8 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Resolution or the Bonds is intended or shall be construed to give to any Person other than the parties hereto and the Registered Owners of the Bonds, any legal or equitable right, remedy, or claim under or in respect hereto or any covenants, conditions, and provisions herein contained, this Master Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds and as herein provided.

Section 7.9 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 7.10 Applicable Law. This Master Resolution shall be governed exclusively by the applicable laws of the State.

Section 7.11 Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based

thereon or upon any obligation, covenant, or agreement herein contained against any past, present, or future officer, or other public official, employee, or agent of the Issuer.

Section 7.12 Holidays. If any date for the payment of principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 7.13 Effective Date. This Master Resolution shall become effective immediately.

Section 7.14 Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Master Resolution and the documents authorized and approved herein

IN WITNESS WHEREOF, the parties hereto have caused this Master Resolution to be executed as of the date first written above.

TOWN OF BRIAN HEAD, UTAH, as Issuer

(SEAL)

By: _____
Bret Howser, Town Manager

ATTEST:

By: _____
Nancy Leigh, Town Clerk

EXHIBIT A

FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
TOWN OF BRIAN HEAD, UTAH
SPECIAL ASSESSMENT BONDS, SERIES 2026
(SPECIAL TAX ASSESSMENT AREA NO. 2024-02 (ELK DRIVE))

Interest Rate

Maturity Date

Issue Date

%

Registered Owner:

Principal Amount: _____ AND NO/100 U.S. DOLLARS*****

The Town of Brian Head, Utah (the “Issuer”), a body politic and corporate duly organized and existing under the Constitution and laws of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or registered assigns, on the Maturity Date identified above, upon presentation and surrender hereof or alternatively the Bondholder shall provide the Paying Agent with a written certificate that the Bond has been lost, stolen, mutilated or destroyed, the Principal Amount identified above due to redemption may be noted on the Record of Principal Payments attached hereto upon signature of an authorized officer of the Registered Owner, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the Interest Rate per annum (calculated on the basis of a year of 360 days and twelve 30-day months) identified above, payable semi-annually on each on each [June 1 and December 1], beginning _____, until payment in full of said Principal Amount, except as the provisions set forth in the hereinafter mentioned Master Resolution with respect to redemption prior to maturity may become applicable hereto. Interest on this Bond shall accrue from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from and including their Original Issue Date or unless, as shown by the records of the Paying Agent, interest on the Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date. Principal of and premium, if any, on this Bond shall be payable upon surrender of this Bond, payable by the Town Clerk of the Issuer (the “Paying Agent”), or its successors or alternatively the Bondholder shall provide the Paying Agent with a written certificate that the Bond has been lost, stolen, mutilated or destroyed; and payment of the interest hereon shall be made to the Registered Owner hereof and shall be paid by wire, check or draft mailed via certified mail in immediately available funds to the Person who is the Registered Owner of record as of the Bond Registrar’s close of business on the fifteenth day

immediately preceding each Interest Payment Date at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Master Resolution. Principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the Special Assessment Bonds, Series 2026 (Special Tax Assessment Area No. 2024-02 (Elk Drive)) of the Issuer (the “Bonds”) limited to the aggregate principal amount of \$ _____ issued under and by virtue of the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), and under and pursuant to an Master Resolution dated as of _____, 2026 (the “Master Resolution”), for the purpose of (a) financing the costs of publicly owned infrastructure, facilities or systems, along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner within the Assessment Area (collectively, the “Improvements”) and (b) paying issuance expenses incurred in connection with the issuance of the Bonds.

The Bonds are issuable solely in the form of registered bonds without coupons in the denomination of \$1,000 or any integral multiple thereof.

The Bonds are subject to redemption as provided in the Master Resolution.

The Town Clerk is the initial bond registrar and paying agent with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the “Bond Registrar” and the “Paying Agent.”

Payment of this Bond and the interest thereon shall be made from, and as security for such payment there is pledged a first lien on the moneys on deposit in, (i) the Bond Fund of the Town of Brian Head, Utah Special Tax Assessment Area No. 2024-02 (Elk Drive) containing the receipts derived by the Issuer from the Assessments levied upon the property included in the Assessment Area by the assessment ordinance adopted by the Issuer on March 10, 2026, as amended from time to time (the “Assessment Ordinance”) and (ii) all other applicable funds and moneys pledged under the Master Resolution.

It is hereby certified that a Reserve Fund has been created and the Issuer agrees that at all times during the life of this Bond and until payment thereof in full, said Fund shall be maintained as described in the Master Resolution. This Bond is not a general obligation of the Issuer, but is payable exclusively out of the funds described in the Master Resolution. The Issuer shall not be liable for the payment of the Bond, except to the extent of the funds created and received from (a) proceeds from the sale of the Bond, (b) the Assessments, including Assessments collected through foreclosure sales resulting from unpaid Assessments, and (c) moneys on deposit in the Reserve Fund, but the Issuer shall be held responsible for the lawful levy of all Assessments, for the creation and maintenance and replenishment of the Reserve Fund as provided in the Master Resolution, and for the faithful accounting, collection, settlement, and payment of the Assessments.

The Assessments made and levied pursuant to the Assessment Resolution, with accruing interest thereon, and the cost of collection of the Assessments constitute a lien upon and against the property upon which such Assessments were made and levied from and after the date upon

which the Assessment Resolution, which lien is superior to the lien of any trust deed, mortgage, mechanic's or materialman's lien, or other encumbrance. Said lien is equal to and on a parity with the lien for general property taxes and shall continue until the Assessments and interest thereon are paid, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax, other assessment, or the issuance of a tax deed, an assignment of interest by the Issuer, or a sheriff's certificate of sale or deed.

This Bond is transferable, as provided in the Master Resolution, only upon the registration books kept by the Bond Registrar, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. Upon surrender for transfer of any Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Bond surrendered for transfer. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Master Resolution.

This Bond and the issue of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts, and things required by the Constitution or statutes of the State of Utah and by the Act and the Master Resolution to exist, to have happened, or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened, and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes, and that the aggregate amount of Bonds of the Issuer for the Assessment Area, including this Bond, does not exceed the amount authorized by law nor the special assessment levied to cover the cost of the Improvements in the Assessment Area, and that all said special Assessments have been lawfully levied.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed in its name and on its behalf by the Mayor of the Town of Brian Head, Utah and attested by the Town Clerk of the Issuer, acting as the officers of the Issuer, and has caused its seal to be printed hereon.

(SEAL)

By: _____ (Do Not Sign)
Clayton Calloway, Mayor

COUNTERSIGN:

By: _____ (Do Not Sign)
Nancy Leigh, Town Clerk

CERTIFICATE OF AUTHENTICATION

Date of Registration and Authentication:

This Bond is one of the Bonds of the issue described in the within-mentioned Master Resolution.

By: _____
Town Clerk, as initial Bond Registrar

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns, and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

\$ _____
Town of Brian Head, Utah
Special Assessment Bonds,
Series 2026
(Special Tax Assessment Area No. 2024-02 (Elk Drive))
_____, 2026

Town of Brian Head, Utah

The undersigned, _____ (the "Purchaser"), offers to purchase from the Town of Brian Head, Utah (the "Issuer"), \$ _____ in aggregate principal amount of Special Assessment Bonds, Series 2026 (Special Tax Assessment Area No. 2024-02 (Elk Drive)) of the Issuer (the "Bonds") issued under a Master Resolution dated as of _____, 2026 (the "Master Resolution") for the par amount thereof with delivery and payment at the offices of Gilmore & Bell, P.C. in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Agreement (the "Purchase Agreement") on or before 11:59 p.m., Salt Lake City time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, and the expected date of delivery and payment.

2. You represent and covenant to the Purchaser that the Issuer is a body corporate and politic duly organized and existing under the Constitution and laws of the State of Utah, and is authorized, among other things: (i) to issue special assessment bonds, such as the Bonds, for authorized purposes; and (ii) to secure the Bonds in the manner contemplated by the Master Resolution.

3. You represent and covenant to the Purchaser that (a) you have as of the closing of the Bonds on the date hereof (the "Closing"), the power and authority to enter into and perform this Purchase Agreement and the Master Resolution; (b) to adopt the Resolution dated April 28, 2026 (the "Resolution") that authorized the delivery and sale of the Bonds to the Purchaser pursuant to the terms and conditions set forth in this Purchase Agreement and the Master Resolution; (c) this Purchase Agreement, the Master Resolution, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject; (d) other than the Resolution, no governmental approval or authorization is required in connection with the execution and delivery of the Master Resolution

and the Resolution, and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors' rights; and (e) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Master Resolution, the Resolution, or this Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds, or the adoption, execution, and delivery of the Resolution, the Master Resolution or this Purchase Agreement.

4. As conditions to the Purchaser's obligations hereunder:

(a) From _____ to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Bonds or the interest thereon or the contemplated transaction; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting in an adverse way, in the Purchaser's opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Bonds, in definitive form, duly executed and registered;

(ii) The Master Resolution in final form, duly executed and delivered;

(iii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement are true and correct when made and as of the Closing as if made as of the time of the Closing;

(iv) The approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal and State of Utah income tax purposes; and

(v) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

5. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, Bond Counsel, placement agent fees and the cost of preparing and printing the Bonds.

6. The Purchaser represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, “economic boycott” means an action targeting a “boycotted company” with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code “boycotted company” means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Purchaser covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Agreement.

7. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer’s representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Purchase Agreement.

8. This Purchase Agreement shall be governed by the laws of the State of Utah.

9. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Purchase Agreement shall become effective upon the execution by the parties hereto.

Sincerely,

[PURCHASER]

By: _____

Accepted on behalf of
TOWN OF BRIAN HEAD, UTAH

By: _____
Bret Howser, Town Manager

ATTEST AND COUNTERSIGN:

By: _____
Nancy Leig, Town Clerk

(SEAL)

EXHIBIT A

DESCRIPTION OF BONDS

1. Issue Size: \$ _____
2. Accrued Interest: \$0
3. Interest Payment Date: [_____ and _____ of each year, beginning _____]
4. Dated Date: Date of delivery
5. Security: Special Assessments of the Issuer
6. Form: Registered Bonds
7. Closing Date: _____, 2026, or as otherwise agreed upon
8. Redemption: The Bonds are subject to Optional Redemption as follows:

Maturity Date

Principal Amount

Interest Rate

\$



ITEM: OLYMPIC & SALT PILE DRIVE GRAVEL ROAD SAA

AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: April 28, 2026
TYPE OF ITEM: Discussion

SUMMARY:

The Council will discuss a petition the Town has received for a Special Assessment Area (SAA) for gravel road improvements on Olympic Dr and Salt Pile Dr in the Cedar Breaks Mountain Homesites Unit B subdivision.

BACKGROUND:

Town staff were contacted recently by a property owner in Cedar Breaks Mountain Homesites Unit B with regard to scheduled gravel road improvements for Olympic Drive and Salt Pile Drive. The property owner had been tracking the progress of the Town's gravel road improvement schedule and noted that these roads were considered Type 3 gravel roads and were not scheduled for imminent improvement. It was pointed out to Town staff that Olympic Dr had been damaged by test pumping from a new well in 2025, and Town staff agreed that if we damaged the road, we should do our best to restore it this summer.

The conversation proceeded about whether there is a way to upgrade the road to a Type 1 gravel road, and staff suggested the SAA process as a potential route. The property owner was given a copy of our SAA information packet and began work on a petition. Staff received a completed petition representing more than 50% of the property owners on April 22, 2026. The petition is attached.

The Town's SAA policy is also attached. While the policy is clearly geared toward installation of water infrastructure, it does list "improvement of traffic circulation" as one of the general benefits for which the Town Council would consider a SAA.

ANALYSIS:

Staff estimates the work of constructing these gravel roads to a Type 1 level to be approximately \$50,000 to \$100,000. This amount is probably too small to borrow the funds, but the Council may consider self-financing from General Fund reserves. We have some precedence for this as a small amount of self-financing was done to complete the gravel roads in Steam Engine Meadows Phase 1-C.

While our SAA policy requires 60% signatures on the petition, staff counseled the petitioner that it would be worthwhile to approach the council once the petition exceeded 50%, since there is less upfront risk to the Town to proceeding with the SAA process (low engineering costs and no appraisal needed). The Council may consider waiving the 60% requirement for such a small project.

Staff asks that the Council hold a policy discussion on SAAs for gravel road construction and give staff direction on how to proceed with this particular petition.

FINANCIAL IMPLICATIONS:

Similar to other SAAs, the Town assumes risk when financing a SAA project. In this case, the risk is tens of thousands of dollars, not hundreds of thousands or millions.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Staff asks that the Council hold a policy discussion on SAAs for gravel road construction and give staff direction on how to proceed with this particular petition.

PROPOSED MOTION:

No motion necessary, item is discussion/informational only

ATTACHMENTS:

A - Olympic Drive Road SAA Petition

B - SAA Policy

Special Assessment Area Application Packet

General Information About Special Assessment Areas

When a subdivision is approved, it is the responsibility of the developer to install all necessary and required infrastructure (water, sewer, power, gas, telecom, roads, sidewalks, trails, parks, etc.) at their own expense. It is not the Town's responsibility to cover upfront costs of development. Much of this infrastructure is then dedicated to the Town and becomes public infrastructure, and the Town assumes responsibility for maintenance of this infrastructure at that point, using taxes and/or fees to cover the cost of ongoing maintenance.

Occasionally, a subdivision was developed without the developer undertaking or completing full infrastructure development prior to selling off individual properties. In these situations, individual property owners must bear the cost of completing infrastructure development themselves. One option for spreading out the financial burden for infrastructure that will serve several property owners is called a Special Assessment Area (SAA). With an SAA, the neighborhood petitions the Town to request certain infrastructure development. Upon receiving a qualified petition, the Town *may* choose to finance and administer the requested development (the Town is never required to do so). If the Town issues to pursue a SAA following petition, the Town would 1) follow the legal process for establishing the SAA, 2) engineer and bid the project, 3) issue debt to finance the project, and 4) collect an annual "assessment" on property owners within the SAA along with property taxes and use those assessments to cover the annual debt payments.

State law restricts the Town's ability to establish SAAs and collect assessments. The Statute related to SAAs is found here ([§11-42](#)).

Brian Head Town SAA Policy

The Brian Head Town Council is willing to entertain petitions to create a SAA per the attached Town SAA Policy. Highlights of the policy are as follows:

- At least **60% of property owners** who would be assessed must petition the Town (State statute is >50%, the Town's threshold is higher to ensure we don't spend months working on the SAA just to have it fail in the protest stage).
- The Town requires **higher valuation ratios** (ratio of property value to assessment) than the State's minimum of 3:1. The Town's requirement varies based on fire protection priority (see map of fire protection priority attached):
 - 3:1 in Fire Priority A
 - 4:1 in Fire Priority B
 - 5:1 in Fire Priority C
- The Town has a cap of no more than **\$5million in total SAA debt** carried at any given time. No individual SAA debt issuance will exceed 10 years in length or 7.5% interest.

SAA Implementation Schedule

There is a two-year implementation timeline. SAA petition **deadline is June 30** for potential implementation the following summer. See attached policy for breakdown of steps in the process for obtaining SAA implementation approval. It is highly recommended that applicants hold a pre-petition conference with Town staff. Contact bhowser@bhtown.utah.gov to schedule a meeting.

BRIAN HEAD TOWN

Special Assessment Area (SAA) Application

Application for Petition to Initiate Special Assessment Area Improvements

APPLICANT INFORMATION

Applicant/Spokesperson's Full Name: Steven James

Mailing Address: 636 Wind Cave Ct, Henderson, NV 89012

Email Address: [REDACTED]

Phone Number: [REDACTED]

APPLICANT'S PARCEL INFORMATION

Parcel Location Address: 914 E Saltpile Dr

Parcel Number (Tax ID): A-1143-0001-0033

Subdivision Name: CEDAR BREAKS MOUNTAIN HOMESITES

Lot Number: 1

Block: E

Unit: B

REQUESTED IMPROVEMENT TYPE

Please select the type of improvement requested. If multiple improvements are selected, please indicate the top priority, as generally only one improvement can be included under state statute requirements.

Water System

Sewer System

Sidewalk

Curb and Gutter

Gravel Road Construction

Paved Road Construction

Other (please specify): _____

Top Priority (if selecting more than one): _____

For gravel road construction of Olympic Dr and Saltpile Dr (west of Olympic) to allow for year-round access.
In addition, the feasibility of dropping conduit for power/fiber during construction will also be evaluated.
16 lots are included in the SAA proposal. With a preliminary estimate of \$75k for the project, it is thought that
this could be financed from the town general fund and bonds would not need to be issued.

Special Assessment Area Petitioners

Signature:  Date: 3/19/2026

(Print Name: Steven James) Phone: [REDACTED]

Mailing Address: 636 Wind Cave Ct. Henderson, NV 89012

Subdivision: CBMH Unit B Block E Lot 1

Signature:  Date: 03/24/2026

(Print Name: John David Gassaway) Phone: [REDACTED]

Mailing Address: 4150 Springhill ave Las Vegas, NV 89121

Subdivision: CBMH Unit B Block C Lot 17

Signature:  Date: 03/24/2026

(Print Name: John David Gassaway) Phone: [REDACTED]

Mailing Address: 4150 Springhill ave Las Vegas, NV 89121

Subdivision: CBMH Unit B Block C Lot 18

Signature: Garrett A. Biele Digitally signed by Garrett A. Biele
Date: 2026.03.19 12:52:44 -0700 Date: 3/19/2026

(Print Name: Garrett A. Biele Trustee of Biele Living Trust)

Phone: 7149442178 Mailing Address: 888 Van Dyke Dr. Laguna Beach, CA 92651


Subdivision: CBMH Unit B Block E Lot 3

Signature:  Date: 26/03/2026

(Print Name: Misty Grimmer) Phone: [REDACTED]

Mailing Address: 1021 hassett ave, las vegas, NV 89104

Subdivision: CBMH Unit B Block C Lot 16

Signature:  Date: 07/04/2026

(Print Name: Reese McManus) Phone: [REDACTED]

Mailing Address: 8976 Dove Cove Dr. Las Vegas, Nv. 89129

Subdivision: CBMH Unit B Block C Lot 14

Signature: Joe Luera Date: 26/03/2026

(Print Name: Joe Luera) Phone: [REDACTED]

Mailing Address: 9171 Fawn Grove Dr. Las Vegas, NV 89147

Subdivision: CBMH Unit B Block C Lot 20

Signature: Chris Jensen Date: 02/04/2026

(Print Name: Chris Jensen) Phone: [REDACTED]

Mailing Address: 2562 n 320 e Provo, UT 84604

Subdivision: CBMH Unit B Block C Lot 13

Signature: Barbara A. Lawson Date: 4-22-2026

(Print Name: Barbara A. Lawson) Phone: [REDACTED]

Mailing Address: 10420 Designata Ave, Las Vegas, Nv, 89135

Subdivision: CBMH Unit B Block C Lot 15

Signature: _____ Date: _____

(Print Name: _____) Phone: _____

Mailing Address: _____

Subdivision: CBMH Unit B Block _____ Lot _____

(Attach additional sheets as needed)

Saltpile/Olympic Gravel Road SAA

Cedar Breaks Mountain Homesites Unit B

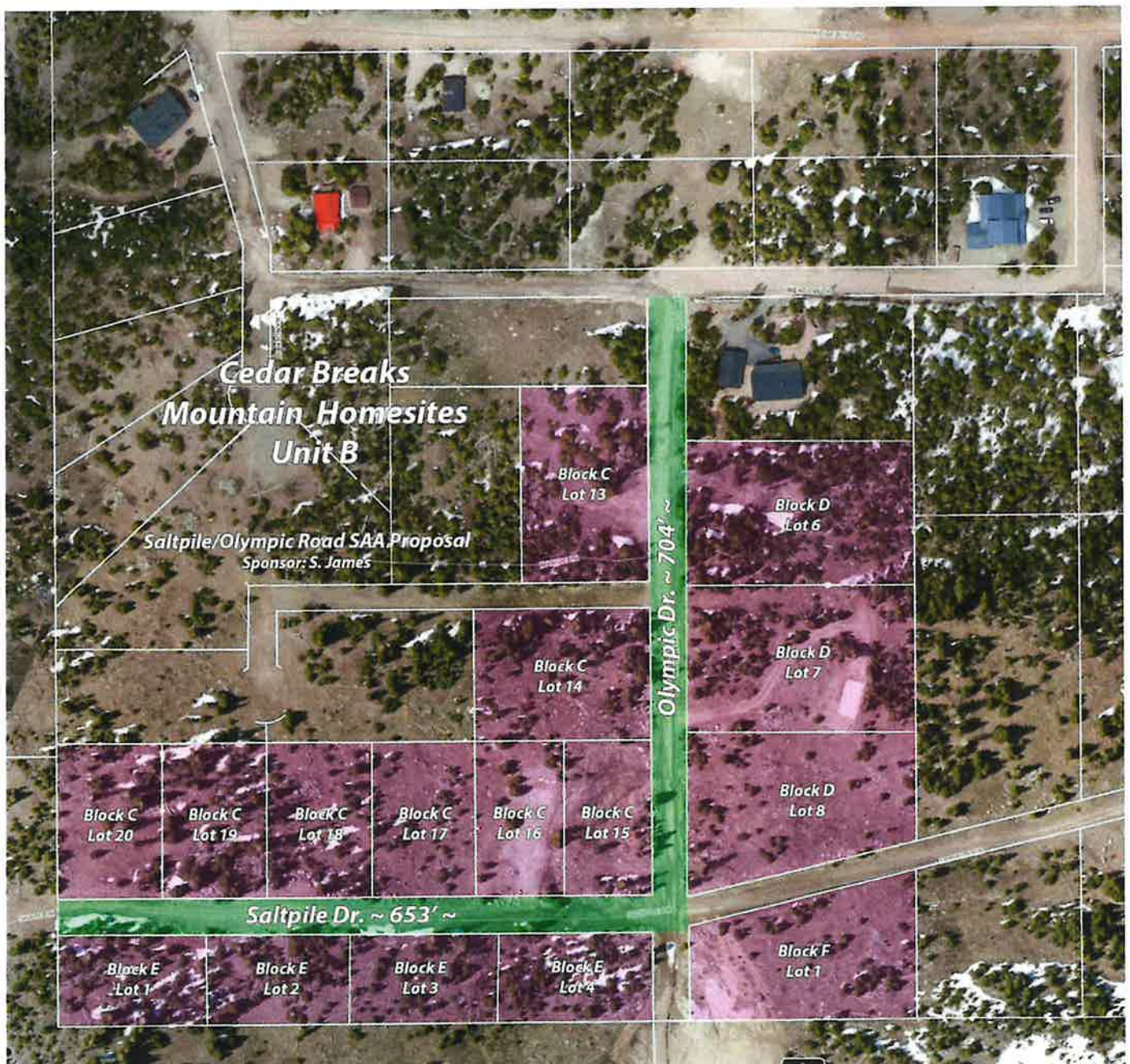
Sponsor: S. James

3/18/2026

For gravel road construction of Olympic Dr and Saltpile Dr (west of Olympic) to allow for year-round access. In addition, the feasibility of dropping conduit for power/fiber during construction will also be evaluated. 16 lots are included in the SAA proposal. With a preliminary estimate of \$75k for the project, it is thought that this could be financed from the town general fund and bonds would not need to be issued.

Proposed SAA road improvement map & included properties.

~1350ft of gravel road improvements



16 Lots / 15 Owners

0103355

A-1143-0001-0022

BIG SPRING PROPERTY L L C

Situs 987 E MARGIE LN , BRIAN HEAD

Legal LOT 13, BLK C, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B.

0103421

A-1143-0001-0006

MC MANUS PARKER REESE/CONCETTA;;;MC MANUS PARKER REESE/CONCETTA J/T;;;MC MANUS CONCETTA J/T

Situs 986 E MARGIE LN , BRIAN HEAD

Legal LOT 14, BLK C, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

0103298

A-1143-0001-0020-03

LAWSON BARBARA A J/T;;;LAWSON TAMARA FRANCITA J/T

Situs 164 S OLYMPIC DR , BRIAN HEAD

Legal LOT 15, BLK C, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

0273729

A-1143-0001-0020-09

MRG TRUST;;;GRIMMER MISTY ROSE TRUSTEE

Situs 977 E SALTPILE DR , BRIAN HEAD

Legal LOT 16, BLK C, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B.

0280989

A-1143-0001-0020-11

CLAPP ALICE J/T;;;GASSAWAY JOHN D J/T

Situs 961 E SALTPILE DR , BRIAN HEAD

Legal LOT 17, BLK C, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

0280963

A-1143-0001-0020-10

CLAPP ALICE J/T;;;GASSAWAY JOHN D J/T

Situs 945 E SALTPILE DR , BRIAN HEAD

Legal LOT 18, BLK C, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

0242591

A-1143-0001-0020-06

GARCIA PEDRO/BRITTANY J/T;;;GARCIA BRITTANY J/T

Situs 927 E SALTPILE DR , BRIAN HEAD

Legal LOT 19, BLK C, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B.

0103231

A-1143-0001-0020

LUERA FAMILY TRUST;;;LUERA JOE E TRUSTEE;;;LUERA MARIA A TRUSTEE

Situs 909 E SALTPILE DR , BRIAN HEAD

Legal LOT 20, BLK C, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

0103405

A-1143-0001-0005

FREHNER FENTON DALE/GLENNA;;;FREHNER FENTON DALE/GLENNA J/T;;;FREHNER GLENNA J/T;;;FREHNER JEREMY CHAD

J/T;;;FREHNER ADRIANE J/T

Situs 115 S OLYMPIC DR , BRIAN HEAD

Legal LOT 6, BLK D, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

0103058
A-1143-0001-0012
WARD DEAN
Situs 141 S OLYMPIC DR , BRIAN HEAD
Legal LOT 7, BLK D, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

0103215
A-1143-0001-0019
WHITE CHARLES D JR REVOCABLE TRUST;;;WHITE CHARLES WHITE JR TRUSTEE
Situs 165 S OLYMPIC DR , BRIAN HEAD
Legal LOT 8, BLK D, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

0103629
A-1143-0001-0033
JAMES STEVEN C/LAURA M J/T;;;JAMES LAURA M J/T
Situs 914 E SALTPILE DR , BRIAN HEAD
Legal LOT 1, BLK E, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

0280328
A-1143-0001-0001-02
WSP INVESTMENT COMPANY L L C
Situs 938 E SALTPILE DR , BRIAN HEAD
Legal LOT 2, BLK E, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

0245776
A-1143-0001-0001-01
BIELE LIVING TRUST;;;BIELE GARRETT A TRUSTEE;;;BIELE EDEN MARIE TRUSTEE
Situs 962 E SALTPILE DR , BRIAN HEAD
Legal LOT 3, BLK E, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B.

0103603
A-1143-0001-0032
NELSON FREDERICK DAVID
Situs 986 E SALTPILE DR , BRIAN HEAD
Legal LOT 4, BLK E, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B.

0103645
A-1143-0001-0034
THOMPSON PAUL MORRIS/LANA;;;THOMPSON PAUL MORRIS & LANA
Situs 1024 E SALTPILE DR , BRIAN HEAD
Legal LOT 1, BLK F, CEDAR BREAKS MOUNTAIN HOMESITES, UNIT B;

SPECIAL ASSESSMENT & PUBLIC IMPROVEMENT DISTRICT POLICY

Date Approved: August 9, 2022 (Amended May 13, 2025)

Brian Head Town (the “Town”) will consider the use of Special Assessment Areas (SAA) and/or Public Improvement Districts (PID) as provided for by Utah Code Annotated §11-42 where consistent with the dictates of this policy. Notwithstanding the ensuing policy, the Town Council retains the privilege of denying or approving any SAA or PID for which the Town receives a petition, as allowed under State Statute, where the Council finds that approval would result in undue risk or damage to the Town as a whole.

General Benefit of Proposed Development

The Town recognizes that in assisting individual property owners (or a group of individual property owners) with infrastructure development through public financing, all property owners in the Town are asked to share in a small fraction of the risk that would otherwise be incumbent upon that individual (or group of individuals). Therefore, the Town will only consider public financing (such as SAA or PID bonds) for development projects that entail broad public benefit. Examples of such include, but are not limited to, roadways which improve traffic circulation, water lines which provide needed firefighting capacity to areas which pose a wildfire risk to the Town, and sewer lines in areas which will protect health and sanitation for the community’s watersheds.

Petitions for SAAs or PIDs shall stipulate the proposed general community benefit entailed in the proposed development project which justifies the public assumption of risk. Exhibit A provides a map of fire protection priority areas as designated by the Town Marshal to assist the Town Council in determining the general public benefit of any proposed water lines. Proposed line extensions within these priority areas in excess of 1,000 linear feet, or which create looping/redundancy within the water delivery system, should be given consideration.

Petition Requirements

Property owners can petition the Town for the installation or reconstruction of public way improvements through a SAA or PID. Those signing the petition must be the owners of the properties adjacent to the requested public way improvements, not residents that are renting or leasing the property. Once the sponsor has acquired the required signatures of the property owners who are in favor of a SAA, the petition is to be submitted to the Town Clerk for verification of signatures and legal property owners. Apparent support of the project, as indicated by those signing the petition, must be at least 60% of the total properties/lots of the proposed public way improvements for the Town Council to accept a petition and consider the creation of a Special Assessment Area.

Timeline for SAA Creation

The following gives a rough outline of a typical SAA creation and project implementation timeline:

- 1) Petition is submitted to Town

- a) Signed by owners representing 60% of parcels
- b) Includes map, description of improvements, and list of parcel numbers
- 2) Staff review meeting
 - a) Communicate any issues with petition to applicant
 - b) Allow applicant to correct anything before going to Council
- 3) Council receives petition in open meeting, accepts or rejects by motion
- 4) Council considers resolution - Notice of Intent to Create SAA
 - a) Determination whether to proceed with SAA based on general public benefit
 - b) Resolution sets date for public hearing
 - c) Advertise public hearing for four weeks
- 5) Public hearing held in open meeting, 60 day contest period begins
 - a) Contest period can be bypassed if 100% of property owners sign a waiver and consent form
 - b) If 40% or more of property owners protest the creation of the SAA during contest period, it fails
- 6) Staff obtains preliminary project cost estimate and property appraisals
- 7) Council may create SAA by resolution
- 8) Council creates Board of Equalization by resolution
 - a) Sets BOE hearing dates (35 day notice)
 - b) Use preliminary estimates plus large contingency or the maximum assessment
- 9) Town begins process of issuing bonds
- 10) Town proceeds with engineering and bidding for project
- 11) Town awards project bid and sets SAA assessment by ordinance
 - a) Property owners have 25 days to prepay their assessments
- 12) Bonds are issued, project may proceed

The entire process to put an SAA into place is expected to take 6-8 months. As such, petitions must be received by the Town by June 30 of year 1 in order to proceed with the improvements in year 2. PID timelines have yet to be defined by the Town.

Assessments

Assessments will typically be distributed among property owners in a manner commensurate with the benefit received by each property. In the case of water or sewer line extension, for example, it is assumed that the benefit received by each lot is equal, regardless of size or valuation of the lot, so a flat assessment would be applied to each lot. Assessments will be included on the Iron County property tax bill and collected along with general property taxes. The Town requires that assessments be retired when a property is sold.

Financing Considerations

State Statute requires a 3:1 coverage ratio of property value to assessment for SAAs. The Town may consider a 3:1 coverage ratio for proposed SAAs with a fire protection priority A, a 4:1 coverage ratio for proposed SAAs with a fire protection priority B, and a 5:1 coverage ratio for proposed SAAs with a fire protection priority C. The Town-required coverage ratio will be calculated by dividing the total land valuation (land only, no structures) assuming completion of the proposed utility improvements by the Town Engineer's stamped cost estimates for the proposed project plus the cost of issuance (excluding any debt service reserve funding). Council may also consider other factors in granting or denying a petition such as disparity of property values, prepayments by property owners of assessments, and additional benefits or

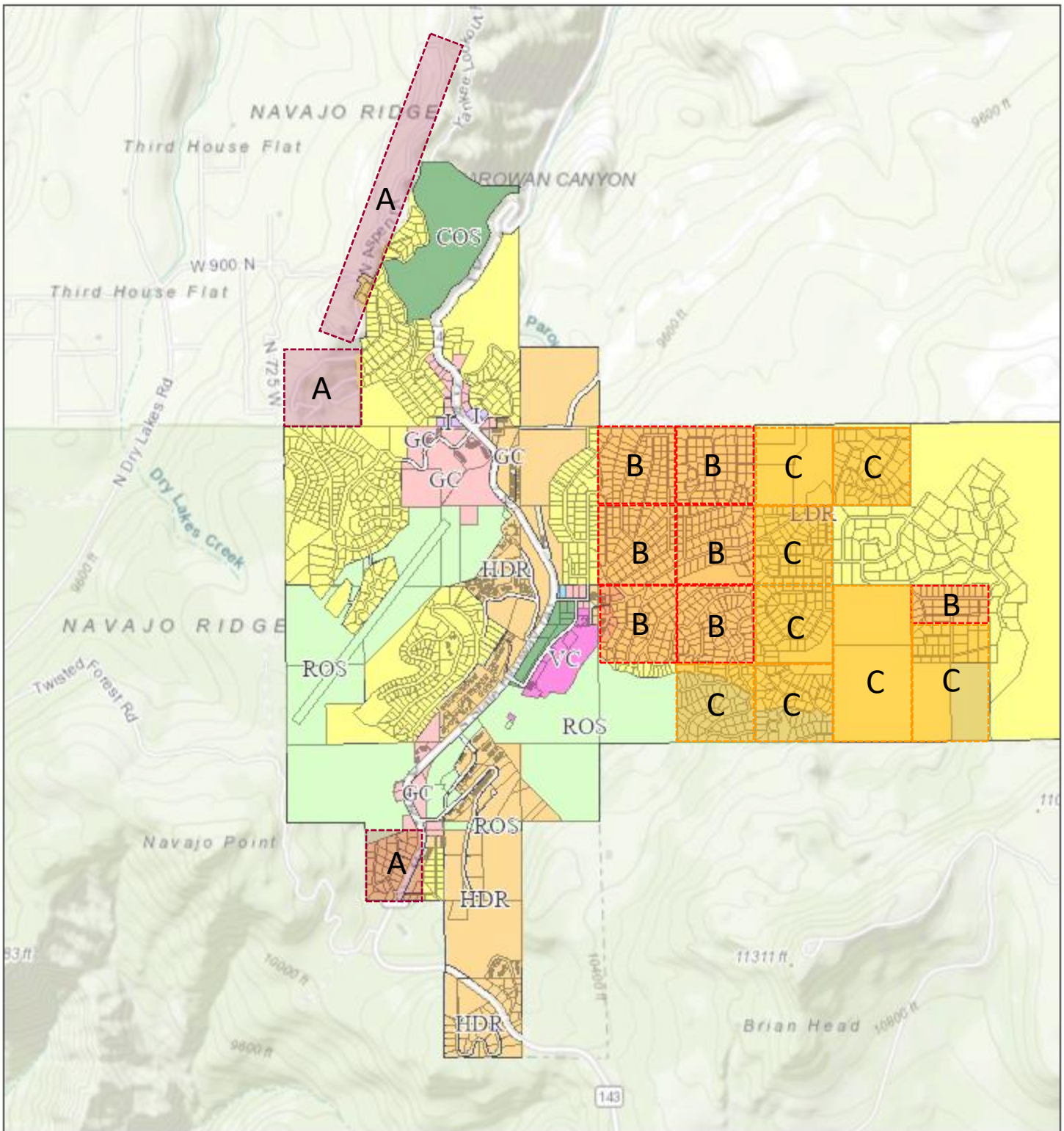
risks to the town.

SAA bonds will not exceed a ten-year term or 7.5% true interest cost. Bonds will be structured with an annual call provision to allow property owners to retire the entire outstanding assessment at any time. Each bond issuance will have a 10% debt service reserve funded by the proceeds of the bonds. The Town will only consider backstopping SAA or PID bonds with sales tax revenue or other Town guarantee under extraordinary circumstances where significant public interest is involved.

At no time will the Town carry more than \$5 million in outstanding SAA debt.

Exhibit A - Map of Priority Areas

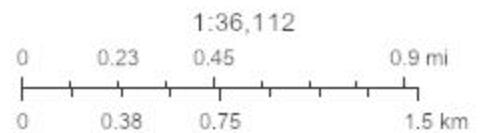
Fire Protection Priority Areas



July 29, 2022

Priority Levels

- A Critical for Fire Protection
- B Potentially Substantial for Fire Protection
- C Some Benefit for Fire Protection



Bureau of Land Management, Utah AGRC, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, METI/NASA, EPA, USDA

These prioritizations assume the completion of all 2022 SAA water lines and the Toboggan water line in 2023