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Rhonda Francis Summit County Recorder

04/13/2023 03:28:38 PM Fee \$40.00

By YORK HOWELL

Electronically Recorded

WHEN RECORDED, RETURN TO:

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

Parcel NOS. WOH-1-1, WOH-1-3, WOH-1-8, WOH-1-13, WOH-1-68, CT- WOH- COMB

WOHALI PUBLIC INFRASTRUCTURE DISTRICT NO. 1, UTAH
WOHALI ASSESSMENT AREA #1

DESIGNATION RESOLUTION

DATED AS OF MARCH 29, 2023

DESIGNATION RESOLUTION

BE IT RESOLVED by the Board of Trustees (the “Board”) of the Wohali Public Infrastructure District No. 1, Utah (the “District”), as follows:

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

Section 2. Pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended and the Public Infrastructure District Act, Title 17D, Chapter 4 of the Utah Code (together, the “Act”), the owners (the “Owners”) of all properties to be assessed within the designated assessment area have voluntarily waived, among other things, all notice and hearing requirements, the right to contest or protest, and the right to have a board of equalization appointed as set forth in the Act, and have consented to (a) the levy of an assessment against their property for the benefits to be received from the Improvements, (b) the designation of the assessment area as herein described, (c) the financing of the Improvements by the District through the issuance of assessment bonds, (d) the acquisition and/or construction of the Improvements, and (e) the method and estimated amount of assessment as set forth herein in accordance with the Acknowledgment, Waiver, and Consent Agreement attached hereto as Exhibit A-1 or the Acknowledgement, Waiver, Consent, and Petition Agreement attached hereto as Exhibit A-2. The properties to be assessed are identified by legal description in Exhibit B attached hereto.

Section 3. The District hereby designates an Assessment Area which shall be known as the “Wohali Assessment Area #1” (the “Assessment Area”). A map and depiction of the Assessment Area is attached hereto as Exhibit C. The District received an appraisal of the unimproved property (from an appraiser who is a member of the Appraisal Institute) and addressed to the District verifying that the market value of the property, after completion of the Improvements, is at least three times the amount of the assessments proposed to be levied against the unimproved property. The District reserves the right to remove property from the Assessment Area subsequent to this Resolution.

Section 4. The Improvements shall be generally located in and around the map and depiction area attached hereto as Exhibit C. The Improvements are more particularly described as follows:

Wohali Phase 1A	Earthwork, Roadway, Storm Drainage, Culinary Water, Sanitary Sewer
Wohali Phase 1B	Earthwork, Roadway, Storm Drainage, Culinary Water, Irrigation, Sanitary Sewer
Wohali Phase 1C	Earthwork, Roadway, Storm Drainage, Culinary Water, Irrigation, Sanitary Sewer
Wohali Phase 1D	Earthwork, Roadway, Storm Drainage
Wohali Phase 1E	Earthwork, Roadway, Storm Drainage, Culinary Water, Sanitary Sewer
Wohali Phase 1F	Earthwork, Roadway, Storm Drainage, Culinary Water, Sanitary Sewer
Offsite	Storm Drainage

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

Section 5. Pursuant to the Act, the Board has determined to levy assessments to pay the cost of the Improvements. The assessments are assessed against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act (and in any event the Owners have consented to such manner without reservation), and shall be payable in annual installments as set forth in the Assessment Ordinance. The District has determined that the reasonable useful life of the Improvements is at least twenty (20) years and that it is in the District and the Owners’ best interest for certain property owner installments to be paid for over up to twenty (20) years.

Section 6. The total acquisition and/or construction cost of the Improvements, including estimated overhead costs, administrative costs, costs of funding reserves, and debt issuance costs, is estimated at \$51,800,000 of which is anticipated to be paid by assessments to be levied against the properties within the Assessment Area to be benefited by such Improvements, which benefits need not actually increase the fair market value of the properties to be assessed. The District expects to finance the cost of the Improvements by issuing assessment bonds (the “Bonds”). The District currently estimates selling the Bonds at a true interest cost interest rate of approximately 6.00% per annum, maturing within twenty (20) years of their date of issuance. Inasmuch as bonds have not been issued, the District notes that the interest rate and annual payment are only as estimated and not a cap or maximum amount. It is anticipated that the reserve fund will be initially funded with proceeds of the Bonds. The estimated cost of Improvements to be

assessed against the benefited properties within the Assessment Area are to be initially assessed using an equivalent residential unit (“ERU”) method of assessment as follows:

		Total Assessment		\$48,533,368
		Total ERUs		104
<u>Subdivided Parcel</u>	<u>Parcel ID Number</u>	<u>ERUs</u>	<u>Assessment per ERUs</u>	<u>Total Assessment Amount</u>
1	WOH-1-1	1	\$466,667	\$466,667
3	WOH-1-3	1	\$466,667	\$466,667
8	WOH-1-8	1	\$466,667	\$466,667
13	WOH-1-13	1	\$466,667	\$466,667
68	WOH-1-68	1	\$466,667	\$466,667
<u>Wohali Master Parcel</u>	CT-WOH-COMB	99	\$466,667	\$46,200,033

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

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

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

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

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

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

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

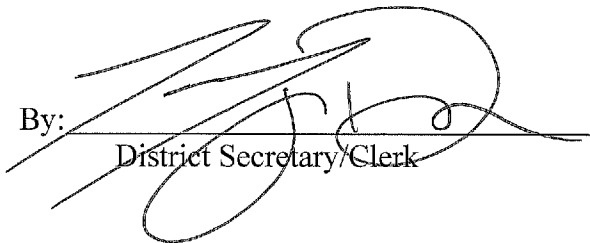
- (A) states that the District has designated the Assessment Area; and
- (B) lists, by legal description, the property proposed to be assessed.

A recorded copy of this Designation Resolution shall be kept on file in the records of the District as evidence of recordation with the County.

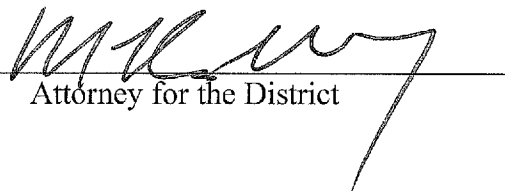
Dated as of the date set forth above.

By: 
District Chair

ATTEST:

By: 
District Secretary/Clerk

APPROVED AS TO FORM:

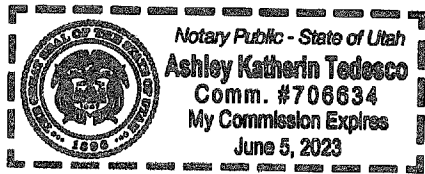
By: 
Attorney for the District

STATE OF UTAH)
 :SS.
COUNTY OF ~~SUMMIT~~)
 Salt Lake

The foregoing instrument was acknowledged before me this March 21, 2023, by Dave Boyden, the District Chair, who represented and acknowledged that he signed the same for and on behalf of the Wohali Public Infrastructure District No. 1.

Ashley Tedesco

NOTARY PUBLIC



STATE OF UTAH)
 :SS.
COUNTY OF ~~SUMMIT~~)
 Salt Lake

The foregoing instrument was acknowledged before me this March 21, 2023, by Philip Dunn, the District Secretary/Clerk of the Wohali Public Infrastructure District No. 1, who represented and acknowledged that he signed the same for and on behalf of the Wohali Public Infrastructure District No. 1.

Ashley Tedesco

NOTARY PUBLIC

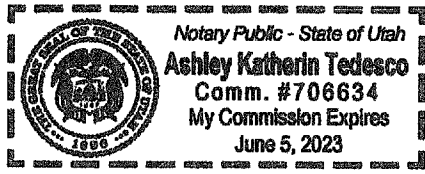


EXHIBIT A-1

ACKNOWLEDGMENT, WAIVER, AND CONSENT AGREEMENT

ACKNOWLEDGMENT, WAIVER, AND CONSENT AGREEMENT

This ACKNOWLEDGMENT, WAIVER, AND CONSENT AGREEMENT (this “Agreement”) is entered into effective as of March 17, 2023, by WOHALI LAND ESTATES, LLC, which is a Utah limited liability company (the “Landowner”).

RECITALS:

1. As of the date hereof, the Landowner owns the real property described in Exhibit A attached hereto (the “Subject Property”) which constitutes all of the property to be assessed within the Assessment Area described herein.

2. The Wohali Public Infrastructure District No. 1 (“Wohali PID”) has previously designated an assessment area pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), for purposes of completing the improvements identified in Exhibit B along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner (the “Improvements”), as more fully described in the Assessment Ordinance (defined herein).

3. Attached hereto as Exhibit B is the Improvements Budget, the line-item contents of which are hereby incorporated by this reference as if fully set forth herein. The line items set forth in the Improvements Budget attached hereto is a non-binding estimate based on current expectations. The amounts allocated to the line items in the Improvements Budget may be adjusted from time to time in order to reflect actual construction costs expected to be incurred for such line items as reasonably determined by Wohali PID, and the representations, acknowledgments, waivers and consents contained in this Agreement will not be impacted by any change or revision to the Improvements Budget; provided, however, the foregoing language shall not be interpreted to contradict or supplant any other executed written agreement among Wohali PID and the Landowner concerning particular items in the Improvements Budget. The Wohali PID and the Landowner, anticipate executing an Acquisition and Reimbursement Agreement (the “Acquisition and Reimbursement Agreement”) to govern the ability to seek reimbursement from bond proceeds for acquisition and reimbursement of the Improvements. If the Assessments are not sufficient to complete the Improvements, the Landowner hereby agrees to pay its respective pro-rata share to complete the Improvements, including, but not limited to, an additional assessment on the Landowner’s property without any ability to contest such assessment.

4. Pursuant to the Act, the Board of Trustees of Wohali PID (the “Board”) has adopted (i) a Designation Resolution, a copy of which is attached hereto as Exhibit C (the “Designation Resolution”) designating an assessment area to be known as the “Wohali Assessment Area #1” (the “Assessment Area”) and (ii) an Assessment Ordinance for the Assessment Area (the “Assessment Ordinance”), a copy of which is attached hereto as

Exhibit D, which, among other things, contemplates the reallocation and adjustment of the Assessments by Wohali PID among subdivided parcels within the Assessment Area.

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

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

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

(a) the Landowner is the sole owner of the Subject Property identified as such in Exhibit A attached hereto;

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

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

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

(e) the Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Landowner has not

indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee;

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

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

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

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

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

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

(b) the Landowner has received a copy of the Designation Resolution and the Assessment Ordinance;

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

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

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

(f) the Landowner has provided the pertinent information supporting the estimated cost of the Improvements, the allocation of Equivalent Residential Units (“ERUs”) in the Assessment Area, the property description and tax parcel identifications of the Subject Property and the Assessment Area and the assessment list attached to the Assessment Ordinance;

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

(h) the Landowner further acknowledges and agrees that if for any reason the Assessments are insufficient to complete the Improvements, the property owners within the Assessment Area may be responsible for paying any pro-rata share of additional costs required to complete the Improvements, including, but not limited to, an additional assessment on its property without any ability to contest such assessment;

(i) that each parcel of property (including subdivided parcels, if applicable) within the Assessment Area shall initially have an allocated number of [ERUs]; and

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

Section 3. Consent by Landowner. The Landowner, on behalf of itself, and its successors in title and assigns, subject to the right of the Landowner to approve the final form of the Indenture and the Acquisition and Reimbursement Agreement, hereby consents to:

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

(b) all foreclosure remedies of the Subject Property in accordance with the Act and the Assessment Ordinance, including, but not limited to, non-judicial foreclosure pursuant to Section 11-42-502.1 of the Act;

(c) all assessments of all properties owned by the Landowner within the Assessment Area (or an affiliate of the Landowner) being aggregated as a single unified assessment against all properties owned by the Landowner within the Assessment Area (or an affiliate of the Landowner);

(d) not suing or enjoining the levy, collection, or enforcement of the Assessment levied pursuant to the Assessment Ordinance or in any manner attacking or questioning the legality of said Assessment levied within the Assessment Area, pursuant to the Assessment Ordinance; and

(e) the appointment of M. Thomas Jolley, Esq., as trustee (together with any successors and assigns, the "Foreclosure Trustee") pursuant to Section 11-42-202(1)(l)(iv) of the Act, with power of sale as set forth in Section 57-1-24 of the Utah Code.

In connection with the appointment set forth in Section 3(e) above, the Landowner acknowledges and agrees that the consents outlined in Section 3(e) are binding on the Landowner and its respective successors in title and that, in the event an Assessment or installment of an Assessment is not paid when due pursuant to the Assessment Ordinance with respect to a lot or parcel within the Subject Property, the Wohali PID may sell the applicable lot or parcel within the Subject Property to satisfy the amount due plus interest, penalties, and costs, all in the manner described in Title 57, Chapter 1, of the Utah Code.

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

(a) any and all notice and hearing requirements set forth in the Act but not otherwise;

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

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

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

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

(f) any ability to contest the application of any non-judicial foreclosure remedy with regard to the Subject Property;

(g) any right to contest that the Improvements qualify as publicly owned infrastructure, a publicly owned system or other facility that (i) Wohali PID is authorized to provide or (ii) is necessary or convenient to enable Wohali PID to provide a service that Wohali PID is authorized to provide; and

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

Section 5. Non-Judicial Foreclosure. Pursuant to Section 11-42-502.1 of the Act, the undersigned hereby consents to non-judicial foreclosure of the Subject Property in the manner described in Title 57, Chapter 1 of the Utah Code Annotated 1953, as amended, and hereby waives any ability to contest the application of any non-judicial foreclosure remedy with regard to the Subject Property.

Section 6. Amendment. Wohali PID and the Landowner hereby acknowledge that bond counsel will rely on the representations, warranties, acknowledgments, consents, and agreements herein contained in issuing opinions relating to the levy of the assessments and the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified, or changed without the prior written consent of Wohali PID and such bond counsel.

Section 7. Severability. The invalidity or un-enforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

Section 8. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

Section 9. Successors and Assigns. This Agreement shall be binding upon the Landowner and its successors and assigns.

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 11. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

Section 12. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Assessment Ordinance.

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

LANDOWNER:

WOHALI LAND ESTATES, LLC, a Utah limited liability company, as fee owner with respect to Exhibit A hereto

By: John R. Kaiser
Name: John R. KAISER
Title: CEO

EXHIBIT A

LEGAL DESCRIPTION AND TAX ID OF PROPERTY TO BE ASSESSED

		Total Assessment			\$48,533,368
		Total ERUs			104
<u>Subdivided Parcel</u>	<u>Parcel ID Number</u>	<u>ERUs</u>	<u>Assessment per ERUs</u>	<u>Total Assessment Amount</u>	
1	WOH-1-1	1	\$466,667	\$466,667	
3	WOH-1-3	1	\$466,667	\$466,667	
8	WOH-1-8	1	\$466,667	\$466,667	
13	WOH-1-13	1	\$466,667	\$466,667	
68	WOH-1-68	1	\$466,667	\$466,667	
<u>Wohali Master Parcel</u>					
	CT-WOH-COMB	99	\$466,667	\$46,200,033	

[LEGAL DESCRIPTION OMITTED FROM RECORDED VERSION]

EXHIBIT B

IMPROVEMENTS LINE ITEMS AND BUDGET

[OMITTED FROM RECORDED VERSION]

EXHIBIT C

DESIGNATION RESOLUTION

[OMITTED FROM RECORDED VERSION]

EXHIBIT D

ASSESSMENT ORDINANCE

[OMITTED FROM RECORDED VERSION]

EXHIBIT A-2

ACKNOWLEDGMENT, WAIVER, CONSENT, AND PETITION AGREEMENTS

ACKNOWLEDGMENT, WAIVER, CONSENT, AND PETITION AGREEMENT

This ACKNOWLEDGMENT, WAIVER, AND CONSENT AGREEMENT (this “Agreement”) is entered into effective as of March 3, 2023, by HKB SISTERS, LLC, which is a Utah limited liability company (the “Landowner”).

R E C I T A L S:

1. As of the date hereof, the Landowner owns the real property described in Exhibit A attached hereto (the “Subject Property”) which constitutes a portion of the property to be assessed within the Assessment Area described herein.

2. The Wohali Public Infrastructure District No. 1 (“Wohali PID”) was created pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “PID Act”).

3. The Wohali PID has previously designated an assessment area pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), for purposes of completing the improvements identified in Exhibit B along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner (the “Improvements”), as more fully described in the Assessment Ordinance (defined herein).

4. Attached hereto as Exhibit B is the Improvements Budget, the line-item contents of which are hereby incorporated by this reference as if fully set forth herein. The line items set forth in the Improvements Budget attached hereto is a non-binding estimate based on current expectations. The amounts allocated to the line items in the Improvements Budget may be adjusted from time to time in order to reflect actual construction costs expected to be incurred for such line items as reasonably determined by Wohali PID, and the representations, acknowledgments, waivers and consents contained in this Agreement will not be impacted by any change or revision to the Improvements Budget; provided, however, the foregoing language shall not be interpreted to contradict or supplant any other executed written agreement among Wohali PID and the Landowner concerning particular items in the Improvements Budget. The Wohali PID and Wohali Land Estates LLC (“Wohali Land”), anticipate executing an Acquisition and Reimbursement Agreement (the “Acquisition and Reimbursement Agreement”) to govern the ability of Wohali Land to seek reimbursement from bond proceeds for acquisition and reimbursement of the Improvements. If the Assessments are not sufficient to complete the Improvements, the Landowner hereby agrees to pay its respective pro-rata share to complete the Improvements, including, but not limited to, an additional assessment on the Landowner’s property without any ability to contest such assessment.

5. Pursuant to the Act, the Board of Trustees of Wohali PID (the “Board”) has adopted (i) a Designation Resolution, a copy of which is attached hereto as Exhibit C (the “Designation Resolution”) designating an assessment area to be known as the “Wohali

Assessment Area #1” (the “Assessment Area”) and (ii) an Assessment Ordinance for the Assessment Area (the “Assessment Ordinance”), a copy of which is attached hereto as Exhibit D, which, among other things, contemplates the reallocation and adjustment of the Assessments by Wohali PID among subdivided parcels within the Assessment Area.

6. The Landowner and Wohali PID desire to annex the Subject Property into the Wohali PID and include the Subject Property in the Assessment Area and to expedite such process by waiving certain statutory procedures as permitted by the Act and the PID Act for the purpose of accelerating the financing of the Improvements.

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

Section 8. Representations and Warranties of Landowner. The Landowner hereby represents and warrants that:

(a) the Landowner is the sole owner of the Subject Property identified as such in Exhibit A attached hereto;

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

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

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

(e) the Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the

appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee;

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

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

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

(i) there are no registered voters residing within the Subject Property;
and

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

Section 9. Acknowledgment by Landowner. The Landowner on behalf of itself, and its successors in title and assigns, hereby acknowledges and certifies that:

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

(b) the Landowner has received a copy of the Designation Resolution and the Assessment Ordinance;

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

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

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

(f) the Landowner has provided the pertinent information supporting the estimated cost of the Improvements, the allocation of Equivalent Residential Units (“ERUs”) in the Assessment Area, the property description and tax parcel identifications of the Subject Property and the Assessment Area and the assessment list attached to the Assessment Ordinance;

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

(h) the Landowner further acknowledges and agrees that if for any reason the Assessments are insufficient to complete the Improvements, the property owners within the Assessment Area may be responsible for paying any pro-rata share of additional costs required to complete the Improvements, including, but not limited to, an additional assessment on its property without any ability to contest such assessment;

(i) that each parcel of property (including subdivided parcels, if applicable) within the Assessment Area shall initially have an allocated number of ERUs;

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

(k) that the Landowner owns the Subject Property for investment purposes and does not constitute an end user with respect to such Subject Property.

Section 10. Consent by Landowner. The Landowner, on behalf of itself, and its successors in title and assigns, subject to the right of the Landowner to approve the final form of the Indenture and the Acquisition and Reimbursement Agreement, hereby consents to:

(a) The creation of the Wohali PID and the annexation of the Subject Property into the Wohali PID;

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

(c) all foreclosure remedies of the Subject Property in accordance with the Act and the Assessment Ordinance, including, but not limited to, non-judicial foreclosure pursuant to Section 11-42-502.1 of the Act;

(d) all assessments of all properties owned by the Landowner within the Assessment Area (or an affiliate of the Landowner) being aggregated as a single unified assessment against all properties owned by the Landowner within the Assessment Area (or an affiliate of the Landowner);

(e) not suing or enjoining the levy, collection, or enforcement of the Assessment levied pursuant to the Assessment Ordinance or in any manner attacking or questioning the legality of said Assessment levied within the Assessment Area, pursuant to the Assessment Ordinance; and

(f) the appointment of M. Thomas Jolley, Esq., as trustee (together with any successors and assigns, the "Foreclosure Trustee") pursuant to Section 11-42-202(1)(i)(iv) of the Act, with power of sale as set forth in Section 57-1-24 of the Utah Code.

In connection with the appointment set forth in Section 3(d) above, the Landowner acknowledges and agrees that the consents outlined in Section 3(d) are binding on the Landowner and its respective successors in title and that, in the event an Assessment or installment of an Assessment is not paid when due pursuant to the Assessment Ordinance with respect to a lot or parcel within the Subject Property, the Wohali PID may sell the applicable lot or parcel within the Subject Property to satisfy the amount due plus interest, penalties, and costs, all in the manner described in Title 57, Chapter 1, of the Utah Code.

Section 11. Waiver. The Landowner, on behalf of itself, and its successors in title and assigns, hereby waives:

(a) any and all notice and hearing requirements set forth in the Act or the PID Act but not otherwise;

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

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

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

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

(f) any ability to contest the application of any non-judicial foreclosure remedy with regard to the Subject Property;

(g) any right to contest that the Improvements qualify as publicly owned infrastructure, a publicly owned system or other facility that (i) Wohali PID is authorized to provide or (ii) is necessary or convenient to enable Wohali PID to provide a service that Wohali PID is authorized to provide;

(h) any other procedures that Wohali PID may be required to follow in order to annex the Subject Property, designate an assessment area, or to levy an assessment as described in the Designation Resolution and the Assessment Ordinance; and

(i) the residency requirement for members of the Board of Trustees of the Wohali PID as permitted under Section 17D-4-202(3)(a) of the PID Act.

Section 12. Non-Judicial Foreclosure. Pursuant to Section 11-42-502.1 of the Act, the undersigned hereby consents to non-judicial foreclosure of the Subject Property in the manner described in Title 57, Chapter 1 of the Utah Code Annotated 1953, as amended, and hereby waives any ability to contest the application of any non-judicial foreclosure remedy with regard to the Subject Property.

Section 13. Consent to Agreement Constituting Petition. The Landowner hereby acknowledges and consents to use of this Agreement as a petition to annex the subject property into the Wohali PID for purposes of the PID Act. This Agreement may be compiled with other agreements or petitions submitted by other owners of property desiring to annex into the Wohali PID, which, solely for purposes of annexation into the Wohali PID, may be considered one petition.

Section 14. Amendment. Wohali PID and the Landowner hereby acknowledge that bond counsel will rely on the representations, warranties, acknowledgments, consents, and agreements herein contained in issuing opinions relating to the levy of the assessments and the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified, or changed without the prior written consent of Wohali PID and such bond counsel.

Section 15. Severability. The invalidity or un-enforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

Section 16. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

Section 17. Successors and Assigns. This Agreement shall be binding upon the Landowner and its successors and assigns.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 19. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

Section 20. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Assessment Ordinance.

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

LANDOWNER:

HKB SISTERS, LLC, a Utah limited liability company, as fee owner with respect to Exhibit A hereto

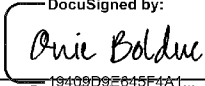
DocuSigned by:

By: _____
Name: Onie Bolduc
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION AND TAX ID OF PROPERTY TO BE ASSESSED

Total Assessment	\$51,800,000
Total ERUs	111

<u>Lot Number</u>	<u>Parcel Identification Number</u>	<u>ERUs</u>	<u>Assessment per ERU</u>	<u>Total Assessment Amount</u>
1	WOH-1-1	1	\$466,667	\$466,667

That certain real property located in Summit County, State of Utah, described as the surface rights in and to the following real property:

LOT 1, WOHALI PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT THEREOF AND ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 103,996 SQ FT OR 2.387 AC. 2746-987.

EXHIBIT B

IMPROVEMENTS LINE ITEMS AND BUDGET

[OMITTED FROM RECORDED VERSION]

EXHIBIT C

DESIGNATION RESOLUTION

[OMITTED FROM RECORDED VERSION]

EXHIBIT D

ASSESSMENT ORDINANCE

[OMITTED FROM RECORDED VERSION]

ACKNOWLEDGMENT, WAIVER, CONSENT, AND PETITION AGREEMENT

This ACKNOWLEDGMENT, WAIVER, AND CONSENT AGREEMENT (this “Agreement”) is entered into effective as of March 3, 2023, by DJANGO VENTURES, LLC, which is a Utah limited liability company (the “Landowner”).

RECITALS:

1. As of the date hereof, the Landowner owns the real property described in Exhibit A attached hereto (the “Subject Property”) which constitutes a portion of the property to be assessed within the Assessment Area described herein.

2. The Wohali Public Infrastructure District No. 1 (“Wohali PID”) was created pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “PID Act”).

3. The Wohali PID has previously designated an assessment area pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), for purposes of completing the improvements identified in Exhibit B along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner (the “Improvements”), as more fully described in the Assessment Ordinance (defined herein).

4. Attached hereto as Exhibit B is the Improvements Budget, the line-item contents of which are hereby incorporated by this reference as if fully set forth herein. The line items set forth in the Improvements Budget attached hereto is a non-binding estimate based on current expectations. The amounts allocated to the line items in the Improvements Budget may be adjusted from time to time in order to reflect actual construction costs expected to be incurred for such line items as reasonably determined by Wohali PID, and the representations, acknowledgments, waivers and consents contained in this Agreement will not be impacted by any change or revision to the Improvements Budget; provided, however, the foregoing language shall not be interpreted to contradict or supplant any other executed written agreement among Wohali PID and the Landowner concerning particular items in the Improvements Budget. The Wohali PID and Wohali Land Estates LLC (“Wohali Land”), anticipate executing an Acquisition and Reimbursement Agreement (the “Acquisition and Reimbursement Agreement”) to govern the ability of Wohali Land to seek reimbursement from bond proceeds for acquisition and reimbursement of the Improvements. If the Assessments are not sufficient to complete the Improvements, the Landowner hereby agrees to pay its respective pro-rata share to complete the Improvements, including, but not limited to, an additional assessment on the Landowner’s property without any ability to contest such assessment.

5. Pursuant to the Act, the Board of Trustees of Wohali PID (the “Board”) has adopted (i) a Designation Resolution, a copy of which is attached hereto as Exhibit C (the “Designation Resolution”) designating an assessment area to be known as the “Wohali

Assessment Area #1” (the “Assessment Area”) and (ii) an Assessment Ordinance for the Assessment Area (the “Assessment Ordinance”), a copy of which is attached hereto as Exhibit D, which, among other things, contemplates the reallocation and adjustment of the Assessments by Wohali PID among subdivided parcels within the Assessment Area.

6. The Landowner and Wohali PID desire to annex the Subject Property into the Wohali PID and include the Subject Property in the Assessment Area and to expedite such process by waiving certain statutory procedures as permitted by the Act and the PID Act for the purpose of accelerating the financing of the Improvements.

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

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

(a) the Landowner is the sole owner of the Subject Property identified as such in Exhibit A attached hereto;

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

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

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

(e) the Landowner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the

appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Landowner has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee;

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

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

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

(i) there are no registered voters residing within the Subject Property;
and

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

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

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

(b) the Landowner has received a copy of the Designation Resolution and the Assessment Ordinance;

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

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

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

(f) the Landowner has provided the pertinent information supporting the estimated cost of the Improvements, the allocation of Equivalent Residential Units (“ERUs”) in the Assessment Area, the property description and tax parcel identifications of the Subject Property and the Assessment Area and the assessment list attached to the Assessment Ordinance;

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

(h) the Landowner further acknowledges and agrees that if for any reason the Assessments are insufficient to complete the Improvements, the property owners within the Assessment Area may be responsible for paying any pro-rata share of additional costs required to complete the Improvements, including, but not limited to, an additional assessment on its property without any ability to contest such assessment;

(i) that each parcel of property (including subdivided parcels, if applicable) within the Assessment Area shall initially have an allocated number of ERUs;

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

(k) that the Landowner owns the Subject Property for investment purposes and does not constitute an end user with respect to such Subject Property.

Section 3. Consent by Landowner. The Landowner, on behalf of itself, and its successors in title and assigns, subject to the right of the Landowner to approve the final form of the Indenture and the Acquisition and Reimbursement Agreement, hereby consents to:

(a) The creation of the Wohali PID and the annexation of the Subject Property into the Wohali PID;

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

(c) all foreclosure remedies of the Subject Property in accordance with the Act and the Assessment Ordinance, including, but not limited to, non-judicial foreclosure pursuant to Section 11-42-502.1 of the Act;

(d) all assessments of all properties owned by the Landowner within the Assessment Area (or an affiliate of the Landowner) being aggregated as a single unified assessment against all properties owned by the Landowner within the Assessment Area (or an affiliate of the Landowner);

(e) not suing or enjoining the levy, collection, or enforcement of the Assessment levied pursuant to the Assessment Ordinance or in any manner attacking or questioning the legality of said Assessment levied within the Assessment Area, pursuant to the Assessment Ordinance; and

(f) the appointment of M. Thomas Jolley, Esq., as trustee (together with any successors and assigns, the "Foreclosure Trustee") pursuant to Section 11-42-202(1)(1)(iv) of the Act, with power of sale as set forth in Section 57-1-24 of the Utah Code.

In connection with the appointment set forth in Section 3(d) above, the Landowner acknowledges and agrees that the consents outlined in Section 3(d) are binding on the Landowner and its respective successors in title and that, in the event an Assessment or installment of an Assessment is not paid when due pursuant to the Assessment Ordinance with respect to a lot or parcel within the Subject Property, the Wohali PID may sell the applicable lot or parcel within the Subject Property to satisfy the amount due plus interest, penalties, and costs, all in the manner described in Title 57, Chapter 1, of the Utah Code.

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

(a) any and all notice and hearing requirements set forth in the Act or the PID Act but not otherwise;

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

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

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

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

(f) any ability to contest the application of any non-judicial foreclosure remedy with regard to the Subject Property;

(g) any right to contest that the Improvements qualify as publicly owned infrastructure, a publicly owned system or other facility that (i) Wohali PID is authorized to provide or (ii) is necessary or convenient to enable Wohali PID to provide a service that Wohali PID is authorized to provide;

(h) any other procedures that Wohali PID may be required to follow in order to annex the Subject Property, designate an assessment area, or to levy an assessment as described in the Designation Resolution and the Assessment Ordinance; and

(i) the residency requirement for members of the Board of Trustees of the Wohali PID as permitted under Section 17D-4-202(3)(a) of the PID Act.

Section 5. Non-Judicial Foreclosure. Pursuant to Section 11-42-502.1 of the Act, the undersigned hereby consents to non-judicial foreclosure of the Subject Property in the manner described in Title 57, Chapter 1 of the Utah Code Annotated 1953, as amended, and hereby waives any ability to contest the application of any non-judicial foreclosure remedy with regard to the Subject Property.

Section 6. Consent to Agreement Constituting Petition. The Landowner hereby acknowledges and consents to use of this Agreement as a petition to annex the subject property into the Wohali PID for purposes of the PID Act. This Agreement may be compiled with other agreements or petitions submitted by other owners of property desiring to annex into the Wohali PID, which, solely for purposes of annexation into the Wohali PID, may be considered one petition.

Section 7. Amendment. Wohali PID and the Landowner hereby acknowledge that bond counsel will rely on the representations, warranties, acknowledgments, consents, and agreements herein contained in issuing opinions relating to the levy of the assessments and the issuance of assessment bonds and consequently hereby agree that this Agreement may not be amended, modified, or changed without the prior written consent of Wohali PID and such bond counsel.

Section 8. Severability. The invalidity or un-enforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

Section 9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

Section 10. Successors and Assigns. This Agreement shall be binding upon the Landowner and its successors and assigns.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

Section 13. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Assessment Ordinance.

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

LANDOWNER:

DJANGO VENTURES, LLC, a Utah limited liability company, as fee owner with respect to Exhibit A hereto


By: 
Matt Galioto (Mar 10, 2023 18:25 PST)
Name: Matt Galioto
Title: Member

EXHIBIT A

LEGAL DESCRIPTION AND TAX ID OF PROPERTY TO BE ASSESSED

Total Assessment	\$51,800,000
Total ERUs	111

<u>Lot Number</u>	<u>Parcel Identification Number</u>	<u>ERUs</u>	<u>Assessment per ERU</u>	<u>Total Assessment Amount</u>
68	WOH-1-68	1	\$466,667	\$466,667

That certain real property located in Summit County, State of Utah, described as the surface rights in and to the following real property:

LOT 68, WOHALI PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT THEREOF AND ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 235.474 SQ FT OR 5.406 AC.

EXHIBIT B

IMPROVEMENTS LINE ITEMS AND BUDGET

[OMITTED FROM RECORDED VERSION]

EXHIBIT C

DESIGNATION RESOLUTION

[OMITTED FROM RECORDED VERSION]

EXHIBIT D

ASSESSMENT ORDINANCE

[OMITTED FROM RECORDED VERSION]

EXHIBIT B

LEGAL DESCRIPTION AND TAX ID NUMBERS OF
PROPERTIES TO BE ASSESSED

		Total Assessment		\$48,533,368
		Total ERUs		104
<u>Subdivided Parcel</u>	<u>Parcel ID Number</u>	<u>ERUs</u>	<u>Assessment per ERUs</u>	<u>Total Assessment Amount</u>
1	WOH-1-1	1	\$466,667	\$466,667
3	WOH-1-3	1	\$466,667	\$466,667
8	WOH-1-8	1	\$466,667	\$466,667
13	WOH-1-13	1	\$466,667	\$466,667
68	WOH-1-68	1	\$466,667	\$466,667
 <u>Wohali Master Parcel</u>				
	CT-WOH-COMB	99	\$466,667	\$46,200,033

LEGAL DESCRIPTION

The Assessment Area is more particularly described as follows:

WEST SIDE LEGAL

BEGINNING AT A POINT THAT IS S89°10'43"W 5187.22 FEET FROM THE NORTHWEST CORNER OF SECTION 17, T2N, R5E, SLB&M; THENCE S.12°23'17"W., A DISTANCE OF 442.75 FEET; THENCE S.21°36'11"W., A DISTANCE OF 1,095.35 FEET; THENCE N.85°01'17"W., A DISTANCE OF 194.33 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.85°01'14"W., A RADIAL DISTANCE OF 324.97 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 19°50'07", A DISTANCE OF 112.50 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.24°49'38"W., A DISTANCE OF 61.76 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.65°12'53"W., A RADIAL DISTANCE OF 274.34 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 23°33'35", A DISTANCE OF 112.81 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.41°41'00"E., A DISTANCE OF 39.03 FEET; THENCE S.07°47'42"E., A DISTANCE OF 250.72 FEET; THENCE S.28°12'50"W., A DISTANCE OF 290.60 FEET; THENCE N.61°44'17"W., A DISTANCE OF 220.98 FEET; THENCE N.09°13'06"W., A DISTANCE OF 252.52 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.12°05'35"W., A RADIAL DISTANCE OF 274.03 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 10°28'31", A DISTANCE OF 50.10 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.09°13'06"E., A DISTANCE OF 117.79 FEET; THENCE S.67°19'52"W., A DISTANCE OF 143.79 FEET; THENCE S.05°27'35"W., A DISTANCE OF 303.49 FEET; THENCE S.20°45'43"W., A DISTANCE OF 626.16 FEET; THENCE S.85°50'31"W., A DISTANCE OF 142.35 FEET; THENCE N.30°53'01"W., A DISTANCE OF 185.87 FEET; THENCE S.48°47'59"W., A DISTANCE OF 101.64 FEET; THENCE S.30°53'01"E., A DISTANCE OF 179.27 FEET; THENCE S.45°10'17"W., A DISTANCE OF 232.14 FEET; THENCE S.10°07'00"E., A DISTANCE OF 700.05 FEET; THENCE S.43°05'23"E., A DISTANCE OF 210.03 FEET; THENCE S.24°02'58"W., A DISTANCE OF 425.35 FEET;

THENCE S.87°15'40"W., A DISTANCE OF 331.81 FEET; THENCE N.15°25'12"W., A DISTANCE OF 371.44 FEET; THENCE N.06°10'47"W., A DISTANCE OF 463.69 FEET; THENCE N.35°43'37"W., A DISTANCE OF 226.33 FEET; THENCE N.63°46'31"E., A DISTANCE OF 159.49 FEET; THENCE N.19°26'28"W., A DISTANCE OF 133.77 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.71°22'34"W., A RADIAL DISTANCE OF 15.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 93°49'58", A DISTANCE OF 24.58 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.22°29'44"E., A RADIAL DISTANCE OF 325.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 42°09'07", A DISTANCE OF 239.10 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.25°22'09"W., A DISTANCE OF 55.24 FEET; THENCE S.64°37'51"E., A DISTANCE OF 108.58 FEET; THENCE S.13°26'06"W., A DISTANCE OF 468.38 FEET; THENCE S.15°43'37"E., A DISTANCE OF 725.09 FEET; THENCE S.61°22'32"W., A DISTANCE OF 191.90 FEET; THENCE N.59°33'55"W., A DISTANCE OF 494.93 FEET; THENCE S.33°35'59"W., A DISTANCE OF 375.21 FEET; THENCE N.56°24'01"W., A DISTANCE OF 161.97 FEET; THENCE N.11°58'48"E., A DISTANCE OF 585.73 FEET; THENCE N.60°39'31"E., A DISTANCE OF 176.92 FEET; THENCE N.19°42'11"W., A DISTANCE OF 55.27 FEET; THENCE N.10°03'27"W., A DISTANCE OF 245.11 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.79°56'00"W., A RADIAL DISTANCE OF 125.01 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 111°10'24", A DISTANCE OF 242.56 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.25°18'36"E., A DISTANCE OF 180.68 FEET; THENCE S.06°32'20"W., A DISTANCE OF 143.23 FEET; THENCE S.33°32'43"W., A DISTANCE OF 611.81 FEET; THENCE N.80°43'20"W., A DISTANCE OF 300.48 FEET; THENCE S.09°17'07"W., A DISTANCE OF 135.60 FEET; THENCE N.80°42'53"W., A DISTANCE OF 195.87 FEET; THENCE S.41°38'16"W., A DISTANCE OF 2,041.82 FEET; THENCE N.57°24'30"W., A DISTANCE OF 1,367.90 FEET; THENCE N.32°35'30"E., A DISTANCE OF 1,306.81 FEET; THENCE N.59°12'49"E., A DISTANCE OF 1,714.16 FEET; THENCE N.28°57'10"W., A DISTANCE OF 425.10 FEET; THENCE N.59°49'02"E., A DISTANCE OF 845.19 FEET; THENCE N.28°02'13"E., A DISTANCE OF 677.50 FEET; THENCE S.81°48'55"E., A DISTANCE OF 416.59 FEET; THENCE S.33°21'41"E., A DISTANCE OF 479.16 FEET; THENCE S.60°56'44"E., A DISTANCE OF 535.50 FEET; THENCE S.52°33'22"E., A DISTANCE OF 484.50 FEET; THENCE N.48°47'42"E., A DISTANCE OF 298.78 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.41°11'55"W., A RADIAL DISTANCE OF 572.87 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 09°20'33", A DISTANCE OF 93.41 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.50°30'54"W., A DISTANCE OF 442.31 FEET; THENCE N.33°59'24"W., A DISTANCE OF 416.70 FEET; THENCE N.31°54'03"E., A DISTANCE OF 843.75 FEET; THENCE S.67°42'20"E., A DISTANCE OF 394.29 FEET; THENCE N.88°18'04"E., A DISTANCE OF 461.16 FEET; THENCE S.67°43'01"E., A DISTANCE OF 276.89 FEET; THENCE N.24°48'50"E., A DISTANCE OF 61.76 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.65°11'27"W., A RADIAL DISTANCE OF 275.15 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 32°24'24", A DISTANCE OF 155.63 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.07°36'45"W., A DISTANCE OF 263.22 FEET; THENCE N.84°43'35"W., A DISTANCE OF 398.52 FEET; THENCE N.66°58'34"W., A DISTANCE OF 459.63 FEET; THENCE N.20°28'03"W., A DISTANCE OF 650.53 FEET; THENCE N.01°07'40"E., A DISTANCE OF 218.46 FEET; THENCE S.88°52'20"E., A DISTANCE OF 759.48 FEET; THENCE S.36°23'56"E., A DISTANCE OF 204.62 FEET; THENCE N.53°36'17"E., A DISTANCE OF 161.11 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.36°25'17"E., A RADIAL DISTANCE OF 822.18 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 08°21'22", A DISTANCE OF 119.91 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.61°56'01"E., A DISTANCE OF 135.81 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.27°49'39"E., A RADIAL DISTANCE OF 129.69 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 25°59'31", A DISTANCE OF 58.83 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.04°43'40"W., A RADIAL DISTANCE OF 15.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 84°09'24", A DISTANCE OF 22.03 FEET; THENCE ALONG A LINE

NON-TANGENT TO SAID CURVE, N.01°03'28"E., A DISTANCE OF 0.97 FEET; THENCE S.88°52'50"E., A DISTANCE OF 519.28 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE LOTS CONTAINED WITH IN THE FUTURE PHASES OF WOHALI SUBDIVISION PHASES 1D-1F

127-132

TOGETHER WITH THE FOLLOWING

LEGAL DESCRIPTION PARCEL 1B

EAST SIDE LEGAL

BEGINNING AT A POINT WHICH IS S89°10'10"W 2761.58 FEET FROM THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S.10°28'25"E., A DISTANCE OF 134.39 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 13°30'27"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 23.58 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 443.00 FEET AND A CENTRAL ANGLE OF 22°14'21"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 171.95 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 133.00 FEET AND A CENTRAL ANGLE OF 20°32'56"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 47.70 FEET; THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°48'17", A DISTANCE OF 22.76 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET AND A CENTRAL ANGLE OF 18°40'16"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 28.35 FEET; THENCE S.36°57'21"W., A DISTANCE OF 96.91 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.58°06'48"E., A RADIAL DISTANCE OF 14.99 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 81°07'23", A DISTANCE OF 21.22 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.49°09'15"E., A DISTANCE OF 35.06 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.40°50'57"E., A RADIAL DISTANCE OF 99.98 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 90°52'25", A DISTANCE OF 158.58 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.39°59'10"E., A DISTANCE OF 116.77 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.50°01'07"E., A RADIAL DISTANCE OF 275.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 16°46'06", A DISTANCE OF 80.48 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.57°02'31"E., A DISTANCE OF 202.28 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.32°57'26"E., A RADIAL DISTANCE OF 125.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 88°53'57", A DISTANCE OF 193.95 FEET; THENCE S.34°03'29"E., A DISTANCE OF 29.90 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 39°11'40"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 85.51 FEET; THENCE S.73°15'09"E., A DISTANCE OF 93.68 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 17°33'48"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 53.64 FEET; THENCE S.55°41'20"E., A DISTANCE OF 26.36 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 64°33'10"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 140.83 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.58°29'53"E., A DISTANCE OF 52.06 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.31°32'13"E., A RADIAL DISTANCE OF 125.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 72°09'00", A DISTANCE OF 157.41 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.40°37'19"W., A RADIAL DISTANCE OF 125.01 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 93°23'41", A DISTANCE OF 203.77 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.44°01'06"W., A DISTANCE OF 81.36 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 21°58'52"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 47.96 FEET; THENCE S.22°02'14"W., A DISTANCE OF 173.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 09°39'59"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 97.01 FEET; THENCE S.12°22'16"W., A DISTANCE OF 271.15 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11°23'58"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 154.19 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.00°52'02"W., A DISTANCE OF 103.01 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.89°41'48"E., A RADIAL DISTANCE OF 758.82 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 09°49'38", A DISTANCE OF 130.15 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.09°28'08"E., A DISTANCE OF 51.56 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET AND A CENTRAL ANGLE OF 40°57'14"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 303.78 FEET; THENCE S.31°29'06"W., A DISTANCE OF 35.68 FEET; THENCE N.60°06'50"E., A DISTANCE OF 374.58 FEET; THENCE S.84°23'00"E., A DISTANCE OF 463.06 FEET; THENCE S.09°08'58"W., A DISTANCE OF 309.98 FEET; THENCE N.86°22'30"W., A DISTANCE OF 544.19 FEET; THENCE S.63°21'09"W., A DISTANCE OF 357.00 FEET; THENCE S.27°13'58"W., A DISTANCE OF 69.15 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 17°30'56"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 84.07 FEET; THENCE S.09°43'03"W., A DISTANCE OF 127.28 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 27°05'24"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 82.74 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.77°40'20"E., A DISTANCE OF 193.75 FEET; THENCE S.77°47'35"E., A DISTANCE OF 505.70 FEET; THENCE S.12°12'25"W., A DISTANCE OF 286.56 FEET; THENCE S.12°12'19"W., A DISTANCE OF 434.91 FEET; THENCE N.77°47'35"W., A DISTANCE OF 100.00 FEET; THENCE S.12°12'25"W., A DISTANCE OF 949.76 FEET; THENCE S.26°09'12"W., A DISTANCE OF 367.56 FEET; THENCE S.23°42'51"W., A DISTANCE OF 274.34 FEET; THENCE CONTINUE SOUTHWESTERLY ALONG SAID LINE, A DISTANCE OF 309.09 FEET; THENCE S.39°18'23"W., A DISTANCE OF 257.40 FEET; THENCE N.89°17'45"W., A DISTANCE OF 2,616.35 FEET; THENCE N.00°12'19"W., A DISTANCE OF 746.45 FEET; THENCE S.89°14'03"W., A DISTANCE OF 619.44 FEET; THENCE N.00°46'43"W., A DISTANCE OF 108.13 FEET; THENCE N.40°28'27"E., A DISTANCE OF 362.58 FEET; THENCE N.71°34'40"E., A DISTANCE OF 295.04 FEET; THENCE S.63°22'38"E., A DISTANCE OF 208.44 FEET; THENCE S.06°37'16"W., A DISTANCE OF 172.05 FEET; THENCE S.69°48'59"W., A DISTANCE OF 39.39 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.69°48'59"W., A RADIAL DISTANCE OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 20°23'57", A DISTANCE OF 53.40 FEET; THENCE S.00°12'56"W., A DISTANCE OF 41.28 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 143°00'40"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 249.60 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.37°12'24"E., A DISTANCE OF 54.23 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.52°32'42"E., A RADIAL DISTANCE OF 225.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°37'48", A DISTANCE OF 57.45 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.37°54'54"W., A DISTANCE OF 62.79 FEET; THENCE N.19°00'35"E., A DISTANCE OF 144.14 FEET; THENCE N.53°07'00"E., A DISTANCE OF 135.00 FEET; THENCE N.86°01'25"E., A DISTANCE OF 302.53 FEET; THENCE S.58°20'38"E., A DISTANCE OF 249.00 FEET; THENCE S.10°16'42"E., A DISTANCE OF 186.51 FEET; THENCE S.20°53'00"E., A DISTANCE OF 369.71 FEET; THENCE S.66°37'58"E., A DISTANCE OF 64.89 FEET; THENCE S.16°07'32"E., A DISTANCE OF 305.16 FEET; THENCE S.62°22'16"E., A DISTANCE OF 36.36 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.26°55'06"E., A RADIAL DISTANCE OF 150.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 32°02'02", A DISTANCE OF 83.86 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.16°07'32"W., A DISTANCE OF 677.21 FEET; THENCE N.07°25'56"W., A DISTANCE OF 484.27 FEET; THENCE N.23°24'01"E., A DISTANCE OF 276.90 FEET;

THENCE S.86°07'52"E., A DISTANCE OF 320.90 FEET; THENCE S.15°16'27"E., A DISTANCE OF 498.96 FEET; THENCE S.64°55'41"W., A DISTANCE OF 139.44 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.64°55'41"W., A RADIAL DISTANCE OF 175.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°45'17", A DISTANCE OF 14.52 FEET; THENCE S.20°19'03"E., A DISTANCE OF 39.91 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 77°50'48"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 20.38 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 15°48'34"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 48.29 FEET; THENCE S.82°21'17"E., A DISTANCE OF 127.61 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 15°17'56"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 40.05 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.07°39'14"W., A DISTANCE OF 20.00 FEET; THENCE N.35°02'34"W., A DISTANCE OF 159.29 FEET; THENCE N.00°00'58"E., A DISTANCE OF 271.06 FEET; THENCE N.26°32'55"W., A DISTANCE OF 214.55 FEET; THENCE N.63°27'05"E., A DISTANCE OF 204.05 FEET; THENCE N.54°23'55"E., A DISTANCE OF 177.11 FEET; THENCE N.54°33'13"E., A DISTANCE OF 154.53 FEET; THENCE N.73°45'06"E., A DISTANCE OF 252.41 FEET; THENCE S.86°41'22"E., A DISTANCE OF 139.29 FEET; THENCE N.03°18'38"E., A DISTANCE OF 139.18 FEET; THENCE N.51°26'16"W., A DISTANCE OF 137.43 FEET; THENCE N.32°38'04"W., A DISTANCE OF 218.99 FEET; THENCE N.53°04'13"E., A DISTANCE OF 111.39 FEET; THENCE CONTINUE NORTHEASTERLY ALONG SAID LINE, A DISTANCE OF 131.94 FEET; THENCE N.30°46'07"E., A DISTANCE OF 116.66 FEET; THENCE N.30°45'49"E., A DISTANCE OF 197.27 FEET; THENCE S.74°12'42"E., A DISTANCE OF 229.85 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.66°04'07"E., A RADIAL DISTANCE OF 175.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 32°50'39", A DISTANCE OF 100.32 FEET; THENCE N.56°46'32"E., A DISTANCE OF 40.93 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 47°03'29"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 102.66 FEET; THENCE N.09°43'03"E., A DISTANCE OF 127.28 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 17°30'56"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 99.35 FEET; THENCE N.27°13'58"E., A DISTANCE OF 130.82 FEET; THENCE N.70°39'54"W., A DISTANCE OF 240.37 FEET; THENCE N.44°52'50"E., A DISTANCE OF 169.31 FEET; THENCE N.14°57'25"W., A DISTANCE OF 332.65 FEET; THENCE N.89°04'13"E., A DISTANCE OF 361.45 FEET; THENCE N.09°28'08"W., A DISTANCE OF 51.56 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 10°26'27"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 150.34 FEET; THENCE N.00°58'18"E., A DISTANCE OF 91.94 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 02°26'42"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 35.20 FEET; THENCE CONTINUE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'16", A DISTANCE OF 128.93 FEET; THENCE N.12°22'16"E., A DISTANCE OF 54.04 FEET; THENCE N.83°01'00"W., A DISTANCE OF 192.80 FEET; THENCE N.51°46'49"W., A DISTANCE OF 267.44 FEET; THENCE N.22°02'05"E., A DISTANCE OF 164.10 FEET; THENCE S.75°13'48"E., A DISTANCE OF 405.99 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.75°13'48"E., A RADIAL DISTANCE OF 625.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 07°16'02", A DISTANCE OF 79.27 FEET; THENCE N.22°02'14"E., A DISTANCE OF 173.54 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 21°58'52"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 67.14 FEET; THENCE N.44°01'06"E., A DISTANCE OF 81.36 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 165°33'20"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 216.71 FEET; THENCE S.58°27'47"W., A DISTANCE OF 49.23 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 65°50'53"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 201.12 FEET; THENCE N.55°41'20"W., A DISTANCE OF 26.36 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET AND A CENTRAL ANGLE OF 17°33'48"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 38.32 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE,

N.73°15'05"W., A DISTANCE OF 93.67 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.16°44'51"E., A RADIAL DISTANCE OF 175.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 39°11'40", A DISTANCE OF 119.71 FEET; THENCE N.34°03'29"W., A DISTANCE OF 29.90 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 88°53'57"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 116.37 FEET; THENCE S.57°02'34"W., A DISTANCE OF 200.87 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 17°03'41"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 67.00 FEET; THENCE S.39°58'53"W., A DISTANCE OF 116.77 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 90°51'52"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 237.88 FEET; THENCE N.49°09'15"W., A DISTANCE OF 35.10 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.40°50'25"W., A RADIAL DISTANCE OF 15.01 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 84°45'42", A DISTANCE OF 22.21 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.43°56'49"W., A DISTANCE OF 50.01 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.43°56'50"W., A RADIAL DISTANCE OF 375.03 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 09°05'48", A DISTANCE OF 59.54 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.36°57'21"E., A DISTANCE OF 95.87 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET AND A CENTRAL ANGLE OF 20°58'33"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 31.85 FEET; THENCE N.15°58'48"E., A DISTANCE OF 34.77 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 133.00 FEET AND A CENTRAL ANGLE OF 09°57'40"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 23.12 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 357.00 FEET AND A CENTRAL ANGLE OF 24°48'39"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 154.59 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.00°56'51"E., A DISTANCE OF 79.63 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 02°51'03"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 4.98 FEET; THENCE N.01°54'12"W., A DISTANCE OF 53.81 FEET; THENCE N.89°11'21"E., A DISTANCE OF 60.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING LOTS FROM CURRENT AND FUTURE PHASES OF WOHALI SUBDIVISION PHASE 1A THROUGH 1C,

- 2
- 3-7
- 9-12
- 14,15
- 54
- 64-67
- 69-73

EXHIBIT B-1

LEGAL DESCRIPTIONS OF AFFECTED PARCELS

WOH-1-1

LOT 1, WOHALI PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT THEREOF AND ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 103,996 SQ FT OR 2.387 AC. 2746-987

WOH-1-3

LOT 3, WOHALI PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT THEREOF AND ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 99,005 SQ FT OR 2.273 AC.

WOH-1-8

LOT 8, WOHALI PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT THEREOF AND ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 36,225 SQ FT OR 0.832 AC.

WOH-1-13

LOT 13, WOHALI PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT THEREOF AND ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 44,816 SQ FT OR 1.029 AC.

WOH-1-68

LOT 68, WOHALI PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT THEREOF AND ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 235.474 SQ FT OR 5.406 AC.

CT-WOH-COMB

BEGINNING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 89°11'21" EAST 3743.70 FEET; THENCE SOUTH 56°22'29" EAST 406.43 FEET; THENCE SOUTH 17°05'28" EAST 369.20 FEET; THENCE SOUTH 48°07'57" EAST 780.00 FEET; THENCE SOUTH 12°44'02" WEST 123.14 FEET; THENCE SOUTH 19°38'38" WEST 291.90 FEET; THENCE SOUTH 19°38'38" WEST 1180.02 FEET; THENCE SOUTH 19°38'38" WEST 160.08 FEET; THENCE SOUTH 23°08'38" WEST 700.00 FEET; THENCE SOUTH 0°42'14" EAST 201.86 FEET; THENCE SOUTH 0°42'14" EAST 387.14 FEET; THENCE SOUTH 89°59'49" EAST 387.39 FEET; THENCE SOUTH 21°37'45" WEST 483.72 FEET; THENCE SOUTH 21°37'45" WEST 960.50 FEET; THENCE SOUTH 88°26'37" WEST 1148.59 FEET;

THENCE NORTH 89°17'17" WEST 2616.35 FEET; THENCE NORTH 0°11'51" WEST 746.45 FEET; THENCE SOUTH 89°14'02" WEST 245.57 FEET; THENCE SOUTH 89°14'02" WEST 1732.04 FEET; THENCE NORTH 24°14'35" EAST 114.04 FEET; THENCE SOUTH 61°22'24" WEST 4028.44 FEET; THENCE NORTH 57°24'30" WEST 5260.39 FEET; THENCE NORTH 69°41'17" EAST 935.37 FEET; THENCE NORTH 43°11'17" EAST 1900.00 FEET; THENCE NORTH 28°56'17" EAST 1025.00 FEET; THENCE NORTH 28°01'17" EAST 2293.08 FEET; THENCE NORTH 83°49'36" EAST 682.00 FEET; THENCE SOUTH 0°05'27" EAST 1048.23 FEET; THENCE SOUTH 88°52'20" EAST 5453.59 FEET; TO THE POINT OF BEGINNING. CONT 1525.72 AC. (LESS 72.48 AC #1168146 NKA WOHALI SUBDIVISION PH 1) BAL 1453.24 AC 2735-368

EXHIBIT C
MAP AND DEPICTION OF BOUNDARY OF THE ASSESSMENT AREA

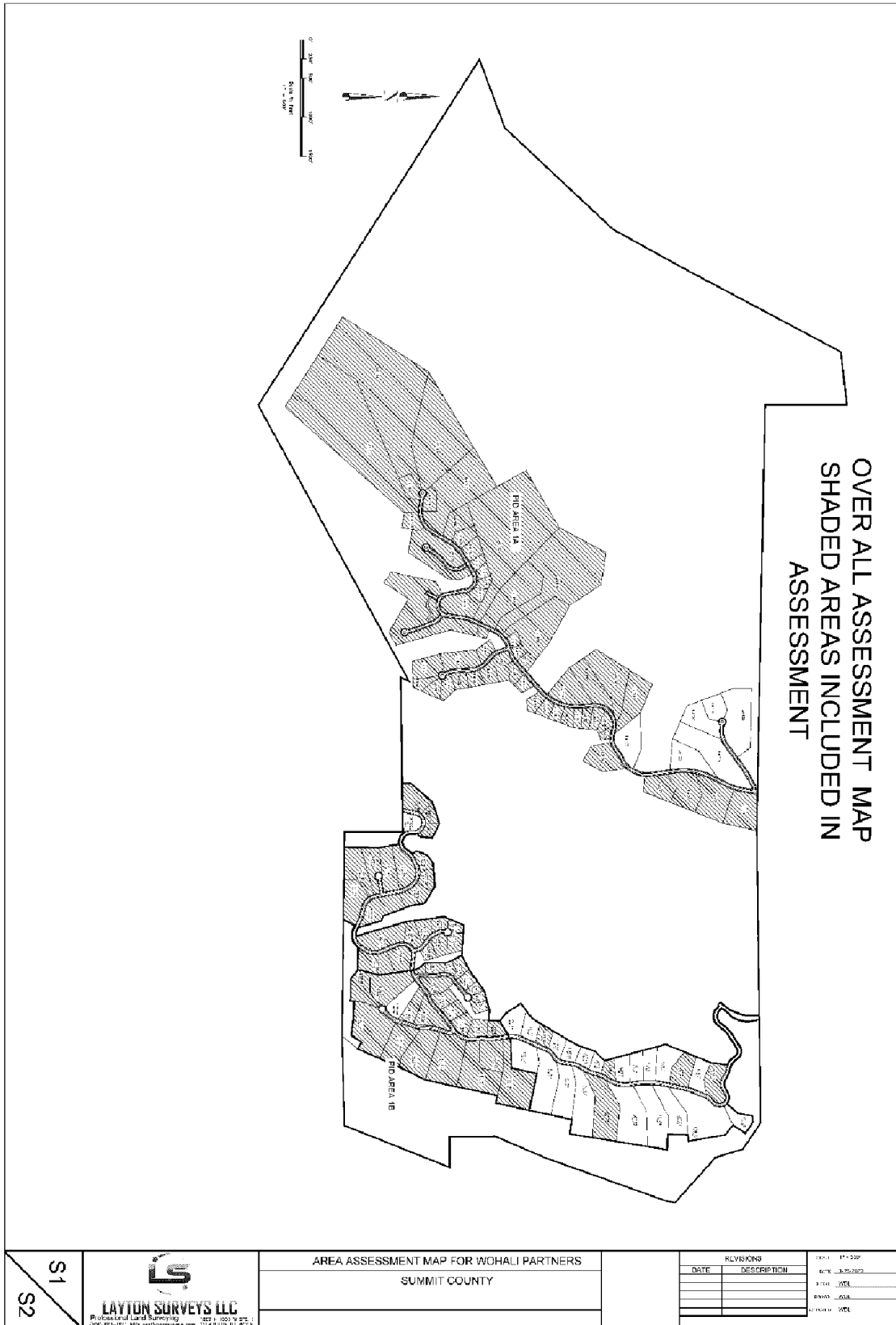


EXHIBIT D

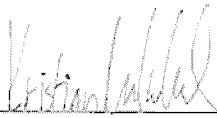
CERTIFICATE OF PROJECT ENGINEER

CERTIFICATE OF PROJECT ENGINEER

The undersigned project engineer for the Wohali Assessment Area #1 (the "Assessment Area") hereby certifies as follows:

1. I am a professional engineer engaged by the Wohali Public Infrastructure District No. 1 to perform the necessary engineering services to determine the costs of the proposed infrastructure improvements within the Assessment Area.

2. The estimated costs of the improvements to be acquired, constructed and/or installed within the Assessment Area are set forth in the attachment hereto. Said estimated costs are based on a review of construction contracts, quotes and preliminary engineering estimates for the type and location of said proposed improvements as of the date hereof. The proposed utility improvements have a weighted average useful life of not less than 50 years.

By:  _____

Company: Mulholland Development Solutions, Inc.

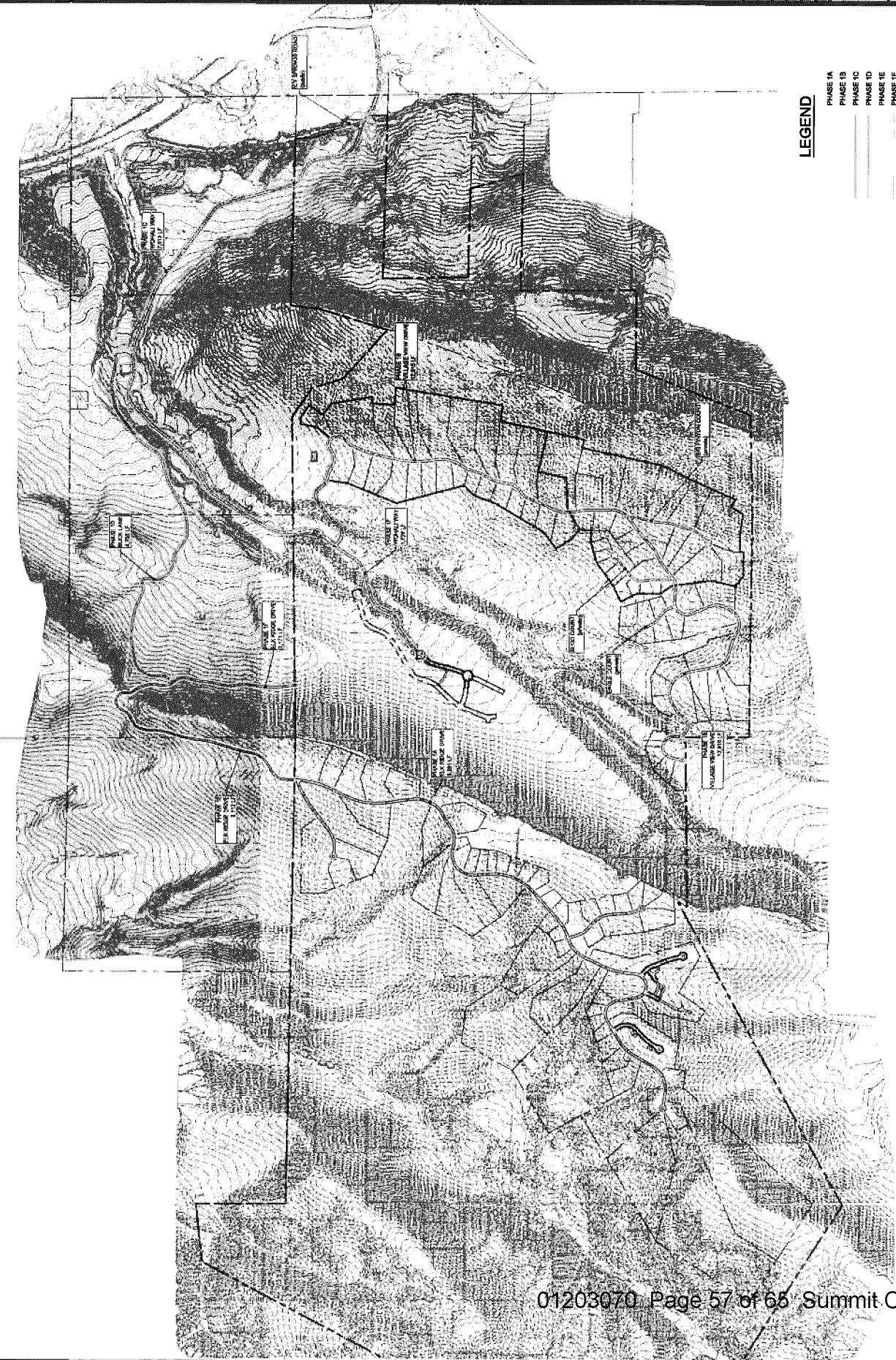
Date: February 21, 2023



ATTACHMENT

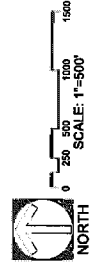


DATE:	February 17, 2023
DRAWN BY:	KAM
CHECKED BY:	BRD
PROJECT NO.:	WOHALI
REVISIONS:	
DATE:	
BY:	
REVISIONS:	



LEGEND

- PHASE 1A
- PHASE 1B
- PHASE 1C
- PHASE 1D
- PHASE 1E
- PHASE 1F

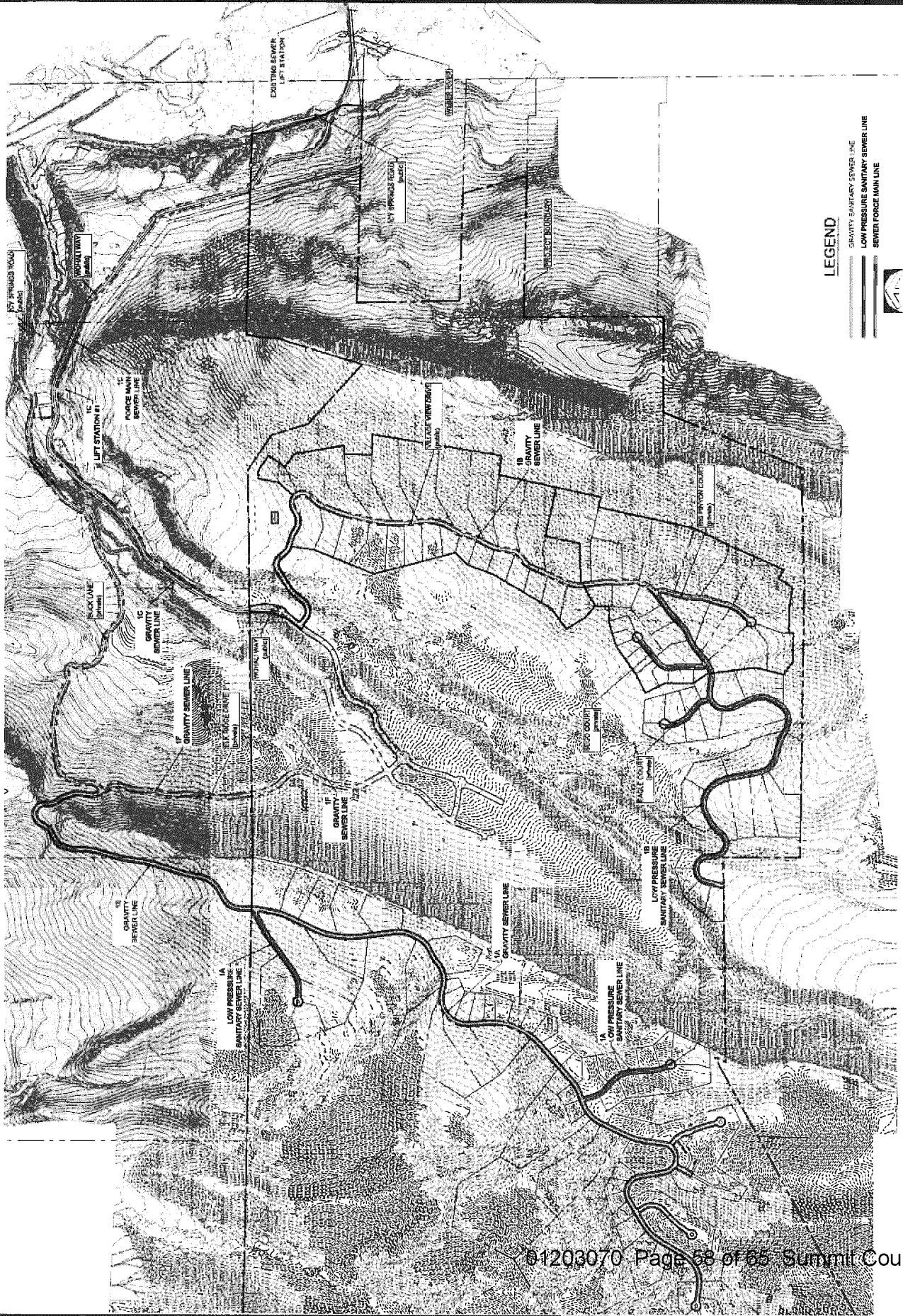




MULLOCHLAND
 DEVELOPMENT SOLUTIONS

DATE:	February 17, 2023
DESIGN BY:	KAM
DRAWN BY:	EPHC
CHECKED BY:	WOHALI
APPROVED BY:	WOHALI
SCALE:	AS SHOWN
PROJECT NUMBER:	
SHEET NUMBER:	
SHEET TITLE:	OVERALL SEWER PLAN

EXH 2 OF 3



LEGEND

- GRAVITY SANITARY SEWER LINE
- LOW PRESSURE SANITARY SEWER LINE
- SEWER FORCE MAIN LINE

0 200 400 600 800 1000 1200
 SCALE: 1"=100'
 NORTH

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WOHALI

WOHALI
PRELIMINARY PLAN - PHASE 1A-1F
COVINGTON ROAD
COVINGTON CITY, UT 84017

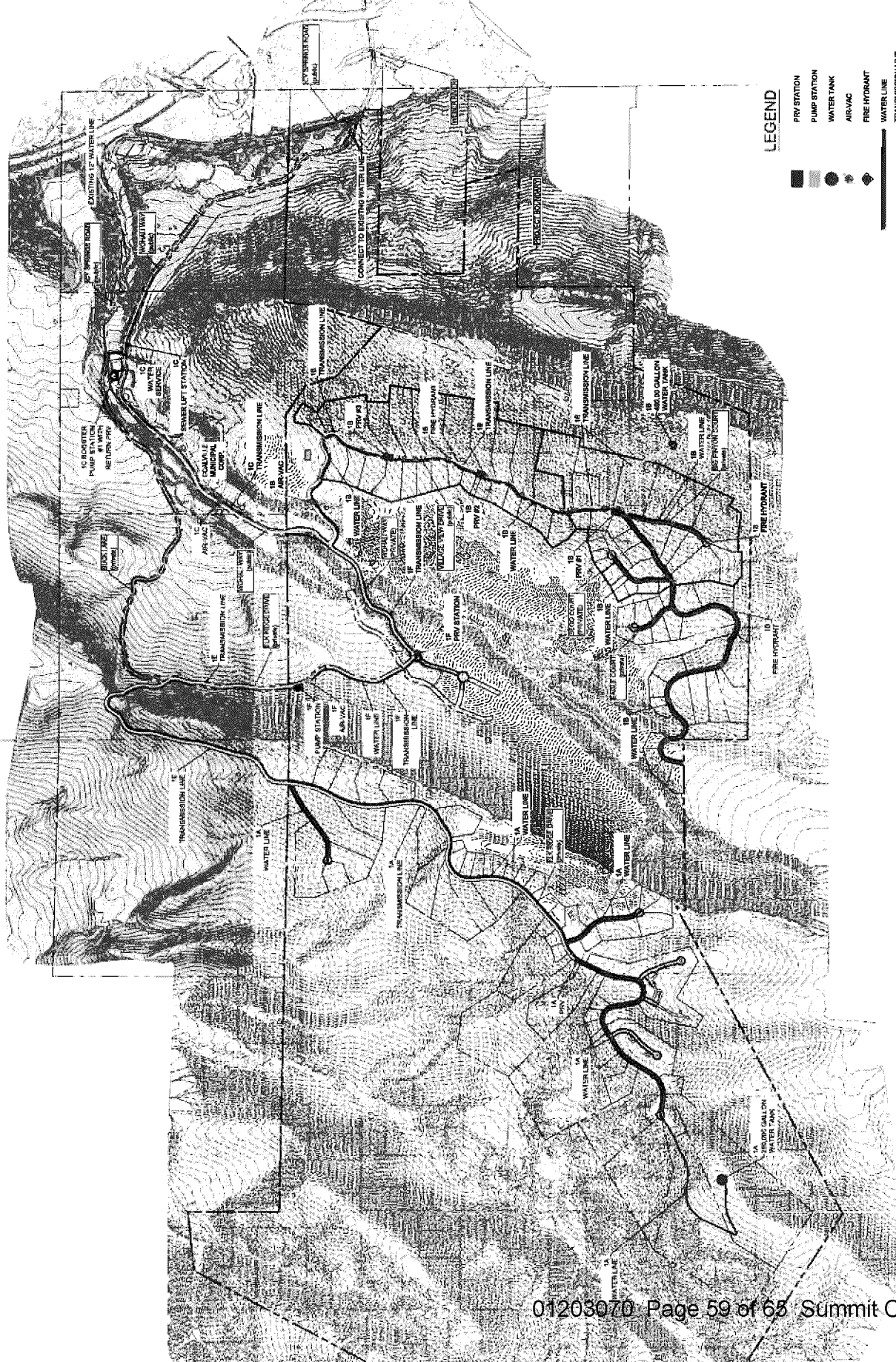


MULHOLLAND
DEVELOPMENT SOLUTIONS

DATE:	February 17, 2025
DESIGNED BY:	KLAM
CHECKED BY:	BRD
PROJECT NO.:	WOHALI
ISSUE:	PTD
REVISIONS:	

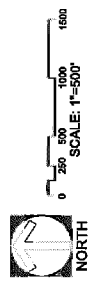
SHEET TITLE:
OVERALL
WATER PLAN

SHEET NUMBER:
EXH 3 OF 3



LEGEND

- PRV STATION
- PUMP STATION
- WATER TANK
- AIR-VAC
- FIRE HYDRANT
- WATER LINE
- TRANSMISSION LINE



COST OF CONSTRUCTION PE ESTIMATE

Project: Wohali Phase 1A					Date: February 17, 2023	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	
1	EARTHWORK					
2	Silt Fence	LF	9,391	\$ 3.00	\$ 28,173.00	
3	Construction Entrance	EA	1	\$ 4,500.00	\$ 4,500.00	
4	Site Grubbing	SY	62,607	\$ 2.60	\$ 162,778.20	
5	Revegetation	SF	304,557	\$ 0.25	\$ 76,139.25	
6	Roadway Platform Construction (to subgrade)	CY	70,283	\$ 23.00	\$ 1,616,509.00	
7					EARTHWORK SUBTOTAL: \$ 1,888,099.45	
8	ROADWAY		9,391			
9	Asphalt Paving - 4" Thick	SF	234,274	\$ 2.55	\$ 597,398.70	
10	Untreated Base Course - 9" Thick	CY	6,508	\$ 46.00	\$ 299,368.00	
11	Roadway Shouldering	LF	18,782	\$ 2.00	\$ 37,564.00	
12	Roadway Signage	EA	16	\$ 863.00	\$ 13,808.00	
13					ROADWAY SUBTOTAL: \$ 948,138.70	
14	STORM DRAINAGE					
15	18" SD Pipe	LF	1,550	\$ 80.00	\$ 124,000.00	
16	Catch Basin	EA	31	\$ 3,800.00	\$ 117,800.00	
17	Flared End with RIP-RAP	EA	31	\$ 1,500.00	\$ 46,500.00	
18	Armored Ditch	LF	9,391	\$ 20.00	\$ 187,820.00	
19					STORM DRAINAGE SUBTOTAL: \$ 476,120.00	
20	CULINARY WATER					
21	8" PVC C900 DR18 Water Line	LF		\$ 73.00	\$ -	
22	10" PVC C900 DR18 Water Line	LF	2,050	\$ 85.00	\$ 174,250.00	
23	12" PVC C900 DR18 Water Line	LF	9,810	\$ 104.00	\$ 1,020,240.00	
24	12" HDPE DR 11 Transmission Line	LF	3,304	\$ 90.00	\$ 297,360.00	
25	12" HDPE DR 9 Transmission Line	LF	1,144	\$ 95.00	\$ 108,680.00	
26	12" HDPE DR 7 Transmission Line	LF		\$ 105.00	\$ -	
27	1.5" Single Water Meter Service	EA	61	\$ 5,500.00	\$ 335,500.00	
28	8" Gate Valve	EA		\$ 4,000.00	\$ -	
29	10" Gate Valve	EA	2	\$ 4,500.00	\$ 9,000.00	
30	12" Gate Valve	EA	3	\$ 5,000.00	\$ 15,000.00	
31	Fire Hydrant Assembly @ 500' spacing	EA	19	\$ 9,000.00	\$ 171,000.00	
32	PRV	EA	1	\$ 120,000.00	\$ 120,000.00	
33	Air Vac	EA	3	\$ 9,500.00	\$ 28,500.00	
34	Water Tank	GAL	250,000	\$ 1.90	\$ 475,000.00	
35					CULINARY WATER TOTAL: \$ 2,754,530.00	
36	SANITARY SEWER					
37	8" HDPE Sewer Pipe	LF	8,062	\$ 75.00	\$ 604,650.00	
38	4' Diameter Manhole	EA	21	\$ 5,800.00	\$ 121,800.00	
39	4" PVC Sewer Lateral	EA	48	\$ 3,100.00	\$ 148,800.00	
40	5' Diameter Manhole - LPJM	EA	4	\$ 8,000.00	\$ 32,000.00	
41	2" HDPE LPSS	LF	2,040	\$ 49.00	\$ 99,960.00	
42	1.25" HDPE LPSS LATERAL	EA	14	\$ 2,400.00	\$ 33,600.00	
43					SANITARY SEWER SUBTOTAL: \$ 1,040,810.00	
45					\$ -	
46					\$ -	
47					NON-ESSENTIAL SUBTOTAL: \$ -	
48					ESSENTIAL AND NON-ESSENTIAL SUBTOTAL: \$ 7,107,698.15	
49					10% CONTINGENCY: \$ 710,769.82	
50					10% WARRANTY: \$ 781,846.80	
51					GRAND TOTAL: \$ 8,600,314.76	

COST OF CONSTRUCTION PE ESTIMATE

Project: Wohali Phase 1B		Date: February 17, 2023			
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	EARTHWORK				
2	Silt Fence	LF	16,548	\$ 3.00	\$ 49,644.00
3	Construction Entrance	EA	1	\$ 1,500.00	\$ 1,500.00
4	Site Grubbing	SY	96,734	\$ 2.60	\$ 251,508.40
5	Revegetation	SF	416,921	\$ 0.25	\$ 104,230.25
6	Roadway Platform Construction (to subgrade)	CY	96,213	\$ 23.00	\$ 2,212,899.00
7					
				EARTHWORK SUBTOTAL:	\$ 2,619,781.65
8	ROADWAY		12,914		
9	Asphalt Paving - 4" Thick	SF	318,314	\$ 2.55	\$ 811,700.70
10	Untreated Base Course - 9" Thick	CY	8,911	\$ 46.00	\$ 409,906.00
11	Untreated Base Course - 4" Thick - Tank Access Road	CY	592	\$ 46.00	\$ 27,232.00
12	Roadway Shouldering	LF	25,828	\$ 2.00	\$ 51,656.00
13	Roadway Signage	EA	16	\$ 863.00	\$ 13,808.00
14					
				ROADWAY SUBTOTAL:	\$ 1,314,302.70
15	STORM DRAINAGE				
16	12" ADS N-12	LF	1,039	\$ 70.00	\$ 72,730.00
17	15" RCP Pipe	LF	80	\$ 85.00	\$ 6,800.00
18	18" ADS N-12	LF	407	\$ 80.00	\$ 32,560.00
19	18" RCP Pipe	LF	772	\$ 138.00	\$ 106,536.00
20	30" ADS N-12	LF	59	\$ 115.00	\$ 6,785.00
21	8' X 3' BOX CULVERT	LF	40	\$ 650.00	\$ 26,000.00
22	Catch Basin	EA	16	\$ 3,800.00	\$ 60,800.00
23	Flared End with RIP-RAP	EA	29	\$ 1,500.00	\$ 43,500.00
24	Armored Ditch	LF	14,511	\$ 20.00	\$ 290,220.00
25					
				STORM DRAINAGE SUBTOTAL:	\$ 645,931.00
26	CULINARY WATER				
27	6" PVC C900 DR18 Water Line	LF	26	\$ 28.00	\$ 728.00
28	8" PVC C900 DR18 Water Line	LF	11,449	\$ 31.00	\$ 354,919.00
29	12" HDPE DR11 Transmission Line	LF	1,741	\$ 90.00	\$ 156,690.00
30	12" HDPE DR9 Transmission Line	LF	1,572	\$ 95.00	\$ 149,340.00
31	12" HDPE DR7 Transmission Line	LF	3,408	\$ 105.00	\$ 357,840.00
32	1.5" Single Water Meter Service	EA	73	\$ 5,500.00	\$ 401,500.00
33	8" Gate Valve	EA	9	\$ 4,000.00	\$ 36,000.00
34	12" Gate Valve (Pressure rated to 350 psi)	EA	4	\$ 5,000.00	\$ 20,000.00
35	Fire Hydrant Assembly	EA	24	\$ 9,000.00	\$ 216,000.00
36	PRV	EA	3	\$ 120,000.00	\$ 360,000.00
37	Air Vac	EA	5	\$ 9,500.00	\$ 47,500.00
38	Water Tank	GAL	400,000	\$ 1.90	\$ 760,000.00
39					
				CULINARY WATER TOTAL:	\$ 2,860,517.00
40	IRRIGATION				
41	6" Irrigation Main Line	LF	3,488	\$ 32.00	\$ 111,616.00
42	4" Irrigation Sub-main Line	LF	4,049	\$ 27.00	\$ 109,324.08
43	12" HDPE 4710 DR17	LF	4,786	\$ 40.00	\$ 191,440.00
40	2" Irrigation Service	EA	25	\$ 750.00	\$ 18,750.00
45	Irrigation PRV	EA	4	\$ 18,000.00	\$ 72,000.00
46					
				IRRIGATION TOTAL:	\$ 503,130.08
47	SANITARY SEWER				
48	8" PVC Sewer Pipe	LF	620	\$ 75.00	\$ 46,500.00
49	8" HDPE Sewer Pipe	LF	5,740	\$ 75.00	\$ 430,500.00
50	2" HDPE LPSS	LF	3,780	\$ 49.00	\$ 185,220.00
51	3" HDPE LPSS	LF	2,613	\$ 54.00	\$ 141,102.00
52	4' Diameter Manhole	EA	20	\$ 5,800.00	\$ 116,000.00
53	5' Diameter Manhole - SSMH	EA	2	\$ 5,800.00	\$ 11,600.00
54	5' Diameter Manhole - LPJM	EA	7	\$ 8,000.00	\$ 56,000.00
55	4" PVC Sewer lateral	EA	35	\$ 3,100.00	\$ 108,500.00
56	1.25" HDPE LPSS LATERAL	EA	38	\$ 2,400.00	\$ 91,200.00
57					
				SANITARY SEWER SUBTOTAL:	\$ 1,186,622.00
59					\$ -
60					\$ -
61					\$ -
				NON-ESSENTIAL SUBTOTAL:	\$ -
62				ESSENTIAL AND NON-ESSENTIAL SUBTOTAL:	\$ 9,130,284.43
63				10% CONTINGENCY:	\$ 913,028.44
64				10% WARRANTY:	\$ 1,004,331.29
65				GRAND TOTAL:	\$ 11,047,644.16

COST OF CONSTRUCTION PE ESTIMATE

Project: Wohali Phase 1C					Date: February 17, 2023	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	
1	EARTHWORK					
2	Silt Fence	LF	3,738	\$ 3.00	\$ 11,214.00	
3	Construction Entrance	EA	1	\$ 4,500.00	\$ 4,500.00	
4	Site Grubbing	SY	52,754	\$ 2.60	\$ 137,160.40	
5	Revegetation	SF	244,889	\$ 0.25	\$ 61,222.25	
6	Roadway Platform Construction (to subgrade)	CY	56,513	\$ 23.00	\$ 1,299,799.00	
7					EARTHWORK SUBTOTAL: \$ 1,513,895.65	
8	ROADWAY	7,913				
9	Asphalt Paving - 4" Thick	SF	188,376	\$ 2.55	\$ 480,358.80	
10	Untreated Base Course - 9" Thick	CY	5,233	\$ 46.00	\$ 240,718.00	
11	Roadway Shouldering	LF	15,826	\$ 2.00	\$ 31,652.00	
12	Roadway Signage	EA	14	\$ 863.00	\$ 12,082.00	
13	Asphalt to be Removed	SF	41,789	\$ 4.00	\$ 167,156.00	
14					ROADWAY SUBTOTAL: \$ 931,966.80	
15	STORM DRAINAGE					
16	15" RCP	LF	322	\$ 85.00	\$ 27,370.00	
17	18" RCP	LF	113	\$ 138.00	\$ 15,594.00	
18	30" RCP	LF	48	\$ 175.00	\$ 8,400.00	
19	18" HDPE 4710 DR-17	LF	783	\$ 92.00	\$ 72,036.00	
20	Catch Basin	EA	11	\$ 3,800.00	\$ 41,800.00	
21	Flared End with RIP-RAP	EA	13	\$ 1,500.00	\$ 19,500.00	
22	Armored Ditch	LF	2802	\$ 20.00	\$ 56,040.00	
23	8'x3' BOX CULVERT	LF	128	\$ 650.00	\$ 83,200.00	
24					STORM DRAINAGE SUBTOTAL: \$ 323,940.00	
25	CULINARY WATER					
26	6" PVC C900 DR18 Water Line	LF	113	\$ 50.00	\$ 5,634.00	
27	8" PVC C900 DR18 Water Line	LF	219	\$ 73.00	\$ 16,003.79	
28	8" DIP CL350 Transmission Line	LF	2,264	\$ 80.00	\$ 181,120.00	
29	12" HDPE DR7 Transmission Line	LF	550	\$ 105.00	\$ 57,750.00	
30	1.5" Single Water Meter Service	EA	1	\$ 5,500.00	\$ 5,500.00	
31	1" CTS Polypipe Water Service	EA	1	\$ 5,500.00	\$ 5,500.00	
32	8" Gate Valve	EA	4	\$ 4,000.00	\$ 16,000.00	
33	Booster Pump Station	EA	1	\$ 770,000.00	\$ 770,000.00	
34	Hot Tap Existing Water Line	EA	3	\$ 6,400.00	\$ 19,200.00	
35	Air Vac	EA	1	\$ 9,500.00	\$ 9,500.00	
36					CULINARY WATER TOTAL: \$ 1,086,207.79	
37	IRRIGATION					
38	12" HDPE DR9	LF	2,301	\$ 50.00	\$ 115,050.00	
39	12" HDPE DR11	LF	3,844	\$ 46.00	\$ 176,824.00	
40	12" HDPE DR13.5	LF	1,239	\$ 43.00	\$ 53,277.00	
40	12" HDPE DR17	LF	736	\$ 40.00	\$ 29,440.00	
42					\$ -	
43					IRRIGATION TOTAL: \$ 374,591.00	
44	SANITARY SEWER					
45	8" PVC Sewer Pipe	LF	1,690	\$ 75.00	\$ 126,750.00	
46	8" HDPE Sewer Pipe	LF	4,242	\$ 75.00	\$ 318,150.00	
47	8" HDPE Forcemain	LF	2,165	\$ 75.00	\$ 162,375.00	
48	4' Diameter Manhole	EA	24	\$ 5,800.00	\$ 139,200.00	
49	5' Diameter Manhole	EA	1	\$ 8,000.00	\$ 8,000.00	
50	SSFM Cleanout Manhole	EA	1	\$ 8,500.00	\$ 8,500.00	
51	Connect to existing sewer system	EA	1	\$ 9,000.00	\$ 9,000.00	
52	Sewer Lift Station	EA	1	\$ 770,000.00	\$ 770,000.00	
53	Improvements to Coalville Sewer Lift Station	EA	1	\$ 800,000.00	\$ 800,000.00	
54					SANITARY SEWER SUBTOTAL: \$ 2,341,975.00	
56					\$ -	
57					\$ -	
58					NON-ESSENTIAL SUBTOTAL: \$ -	
59					ESSENTIAL AND NON-ESSENTIAL SUBTOTAL: \$ 6,572,576.24	
60					10% CONTINGENCY: \$ 657,257.62	
61					10% WARRANTY: \$ 722,983.39	
62					GRAND TOTAL: \$ 7,952,817.25	

COST OF CONSTRUCTION PE ESTIMATE

Project: Wohali Phase 1D		Date: February 17, 2023			
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	EARTHWORK				
2	Silt Fence	LF	4,792	\$ 3.00	\$ 14,376.00
3	Construction Entrance	EA	1	\$ 4,500.00	\$ 4,500.00
4	Site Grubbing	SY	31,947	\$ 2.60	\$ 83,062.20
5	Revegetation	SF	124,592	\$ 0.25	\$ 31,148.00
6	Roadway Platform Construction (to subgrade)	CY	28,752	\$ 23.00	\$ 661,296.00
7				EARTHWORK SUBTOTAL:	\$ 794,382.20
8	ROADWAY	4,792			
9	Asphalt Paving - 4" Thick	SF	95,840	\$ 2.55	\$ 244,392.00
10	Untreated Base Course - 9" Thick	CY	2,663	\$ 46.00	\$ 122,498.00
11	Roadway Shouldering	LF	9,584	\$ 2.00	\$ 19,168.00
12	Roadway Signage	EA	8	\$ 863.00	\$ 6,904.00
13				ROADWAY SUBTOTAL:	\$ 392,962.00
14	STORM DRAINAGE				
15	18" SD Pipe	LF	799	\$ 80.00	\$ 63,893.33
16	Catch Basin	EA	16	\$ 3,800.00	\$ 60,698.67
17	Flared End with RIP-RAP	EA	16	\$ 1,500.00	\$ 23,960.00
18	Armored Ditch	LF	4792	\$ 20.00	\$ 95,840.00
19				STORM DRAINAGE SUBTOTAL:	\$ 244,392.00
20	NON-ESSENTIAL				
21					\$ -
22					\$ -
23				NON-ESSENTIAL SUBTOTAL:	\$ -
24				ESSENTIAL AND NON-ESSENTIAL SUBTOTAL:	\$ 1,431,736.20
25				10% CONTINGENCY:	\$ 143,173.62
26				10% WARRANTY:	\$ 157,490.98
27				GRAND TOTAL:	\$ 1,732,400.80

COST OF CONSTRUCTION PE ESTIMATE

Project: Wohali Phase 1E		Date: February 17, 2023			
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Silt Fence	LF	3,112	\$ 3.00	\$ 9,336.00
2	Construction Entrance	EA	1	\$ 4,500.00	\$ 4,500.00
3	Site Grubbing	SY	20,747	\$ 2.60	\$ 53,942.20
4	Revegetation	SF	89,004	\$ 0.25	\$ 22,251.00
5	Roadway Platform Construction (to subgrade)	CY	20,540	\$ 23.00	\$ 472,420.00
6				EARTHWORK SUBTOTAL:	\$ 562,449.20
7	ROADWAY	3,112			
8	Asphalt Paving - 4" Thick	SF	68,464	\$ 2.55	\$ 174,583.20
9	Untreated Base Course - 9" Thick	CY	1,902	\$ 46.00	\$ 87,492.00
10	Roadway Shouldering	LF	6,224	\$ 2.00	\$ 12,448.00
11	Roadway Signage	EA	6	\$ 863.00	\$ 5,178.00
12				ROADWAY SUBTOTAL:	\$ 279,701.20
13	STORM DRAINAGE				
14	18" SD Pipe	LF	519	\$ 80.00	\$ 41,493.33
15	Catch Basin	EA	10	\$ 3,800.00	\$ 39,418.67
16	Flared End with RIP-RAP	EA	10	\$ 1,500.00	\$ 15,560.00
17	Armored Ditch	LF	3112	\$ 20.00	\$ 62,240.00
18				STORM DRAINAGE SUBTOTAL:	\$ 158,712.00
19	CULINARY WATER				
20	12" HDPE DR9 Transmission Line	LF	1,000	\$ 95.00	\$ 95,000.00
21	12" HDPE DR7 Transmission Line	LF	2,110	\$ 105.00	\$ 221,550.00
22	12" Gate Valve	EA	3	\$ 5,000.00	\$ 15,560.00
23	Air Vac	EA	1	\$ 9,500.00	\$ 9,500.00
24				CULINARY WATER TOTAL:	\$ 341,610.00
25	SANITARY SEWER				
26	8" PVC Sewer Pipe	LF	784	\$ 75.00	\$ 58,800.00
27	8" HDPE Sewer Pipe	LF	2,060	\$ 75.00	\$ 154,500.00
28	4' Diameter Manhole	EA	8	\$ 5,800.00	\$ 46,400.00
29				SANITARY SEWER SUBTOTAL:	\$ 259,700.00
31					\$ -
32					\$ -
33				NON-ESSENTIAL SUBTOTAL:	\$ -
34				ESSENTIAL AND NON-ESSENTIAL SUBTOTAL:	\$ 1,602,172.40
35				10% CONTINGENCY:	\$ 160,217.24
36				10% WARRANTY:	\$ 176,238.96
37				GRAND TOTAL:	\$ 1,938,628.60

COST OF CONSTRUCTION PE ESTIMATE

Project: Wohali Phase 1F		Date: February 17, 2023			
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	EARTHWORK				
2	Silt Fence	LF	4,900	\$ 3.00	\$ 14,700.00
3	Construction Entrance	EA	1	\$ 1,500.00	\$ 1,500.00
4	Site Grubbing	SY	32,667	\$ 2.60	\$ 84,934.20
5	Revegetation	SF	144,636	\$ 0.25	\$ 36,159.00
6	Roadway Platform Construction (to subgrade)	CY	33,378	\$ 23.00	\$ 767,694.00
7	EARTHWORK SUBTOTAL:				\$ 904,987.20
8	ROADWAY	4,900			
9	Asphalt Paving - 4" Thick	SF	111,258	\$ 2.55	\$ 283,707.90
10	Untreated Base Course - 9" Thick	CY	3,091	\$ 46.00	\$ 142,186.00
11	Roadway Shouldering	LF	9,800	\$ 2.00	\$ 19,600.00
12	Roadway Signage	EA	9	\$ 863.00	\$ 7,767.00
13	ROADWAY SUBTOTAL:				\$ 453,260.90
14	STORM DRAINAGE				
15	18" ADS N-12	LF	817	\$ 80.00	\$ 65,333.33
16	Catch Basin	EA	16	\$ 3,800.00	\$ 62,066.67
17	Flared End with RIP-RAP	EA	16	\$ 1,500.00	\$ 24,500.00
18	Armored Ditch	LF	3821	\$ 20.00	\$ 76,420.00
19	STORM DRAINAGE SUBTOTAL:				\$ 228,320.00
20	CULINARY WATER				
21	8" PVC C900 DR18 Water Line	LF	1,519	\$ 31.00	\$ 47,089.00
22	12" HDPE DR7 Transmission Line	LF	3,250	\$ 105.00	\$ 341,250.00
23	8" Gate Valve	EA	5	\$ 4,000.00	\$ 20,000.00
24	12" Gate Valve	EA	5	\$ 5,000.00	\$ 25,000.00
25	Fire Hydrant Assembly	EA	2	\$ 9,000.00	\$ 18,000.00
26	Air Vacuum Release	EA	2	\$ 9,500.00	\$ 19,000.00
27	Booster Pump Station	EA	1	\$ 770,000.00	\$ 770,000.00
28	PRV	EA	1	\$ 120,000.00	\$ 120,000.00
29	CULINARY WATER TOTAL:				\$ 1,360,339.00
30	SANITARY SEWER				
31	8" PVC Sewer Pipe	LF	683	\$ 75.00	\$ 51,225.00
32	8" HDPE Sewer Pipe	LF	3,398	\$ 75.00	\$ 254,850.00
33	4' Diameter Manhole	EA	13	\$ 5,800.00	\$ 75,400.00
34	5' Diameter Manhole	EA	2	\$ 5,800.00	\$ 11,600.00
35	SANITARY SEWER SUBTOTAL:				\$ 393,075.00
37					\$ -
38					\$ -
39	NON-ESSENTIAL SUBTOTAL:				\$ -
40	ESSENTIAL AND NON-ESSENTIAL SUBTOTAL:				\$ 3,339,982.10
41	10% CONTINGENCY:				\$ 333,998.21
42	10% WARRANTY:				\$ 367,398.03
43	GRAND TOTAL:				\$ 4,041,378.34