

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of creation for the ELK RIDGE ESTATES PUBLIC INFRASTRUCTURE DISTRICT NO. 2 located in GRANTSVILLE CITY, dated OCTOBER 4 , 2023, complying with Section §17B-1-215, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the ELK RIDGE ESTATES PUBLIC INFRASTRUCTURE DISTRICT NO. 2, located in TOOELE COUNTY, State of Utah.

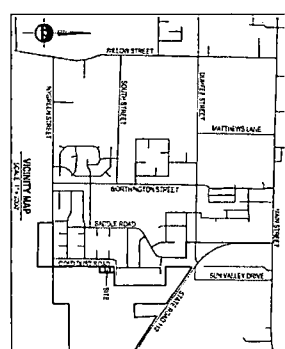
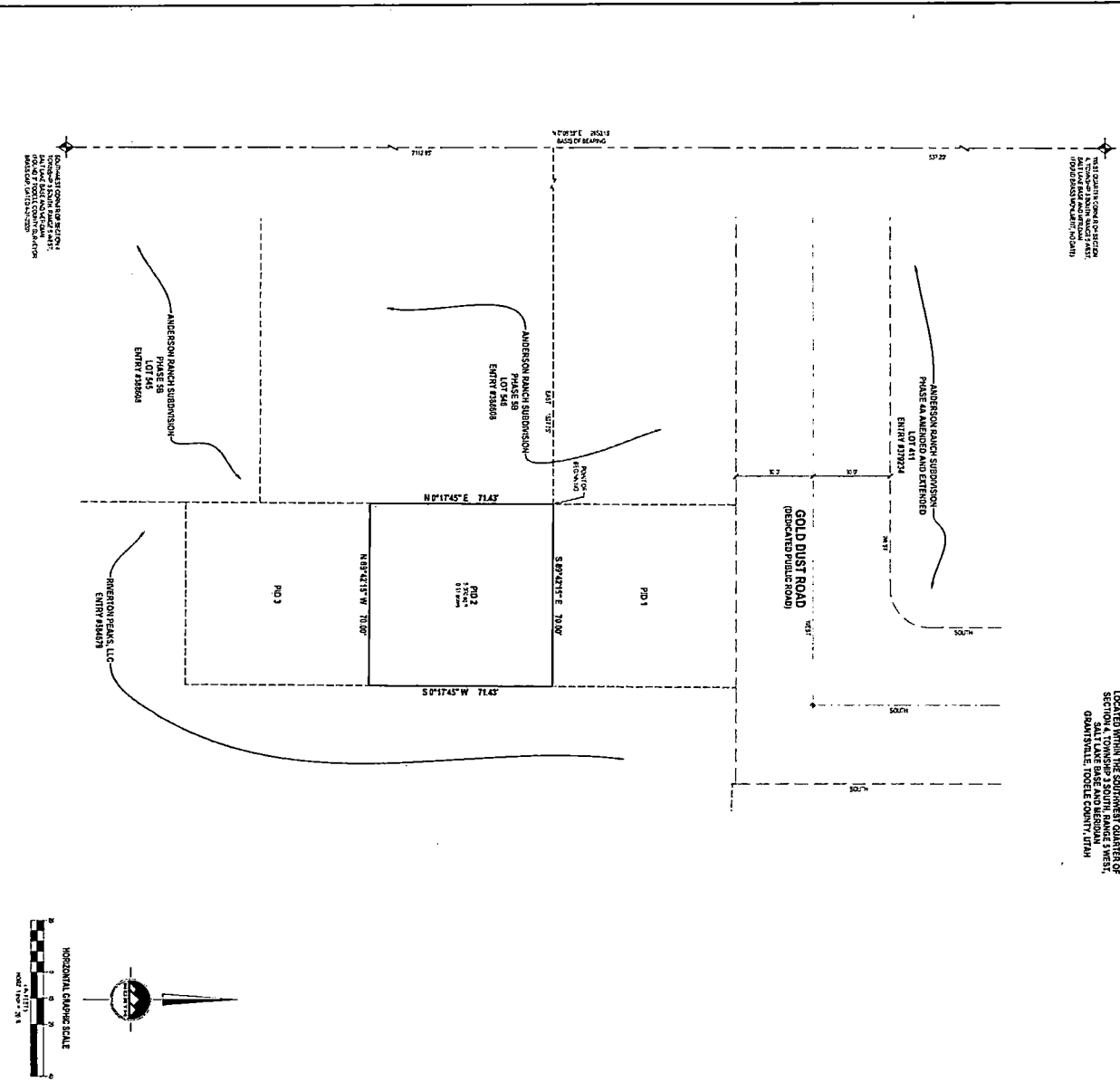


IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 31<sup>st</sup> day of October, 2023, at Salt Lake City, Utah.

A handwritten signature in black ink, reading "Deidre M. Henderson".

DEIDRE M. HENDERSON  
Lieutenant Governor

**FINAL LOCAL ENTITY PLAT**  
**ELK RIDGE ESTATES PUBLIC INFRASTRUCTURE DISTRICT #2**  
SECTION 4, TOWNSHIP 3 SOUTH, RANGE 3 WEST,  
GRANT COUNTY, IDAHO



**SURVEYOR'S CERTIFICATE**

I, **DAVID L. HARRIS**, a duly licensed Professional Engineer in the State of Idaho, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Idaho.

**DATE:** 02/26/2023

**BY:** [Signature]

**LEGEND**

- Solid line: Right-of-Way Boundary
- Dashed line: Subdivision Boundary
- Dotted line: Easement Boundary
- Thin solid line: Other Boundary

**ACCEPTANCE BY LEONARD BODDY**

I, **LEONARD BODDY**, the County Engineer for Grant County, Idaho, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Idaho.

**DATE:** 02/26/2023

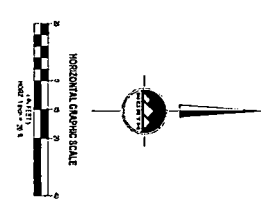
**BY:** [Signature]

**FINAL LOCAL ENTITY PLAT**  
**ELK RIDGE ESTATES PUBLIC INFRASTRUCTURE DISTRICT #2**  
SECTION 4, TOWNSHIP 3 SOUTH, RANGE 3 WEST,  
GRANT COUNTY, IDAHO

**TOOLE COUNTY RECORDER**

**RECORDED:** [Date]

**FILED:** [Date]



**ENGINEER'S CERTIFICATE**

I, **DAVID L. HARRIS**, a duly licensed Professional Engineer in the State of Idaho, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Idaho.

**DATE:** 02/26/2023

**BY:** [Signature]

**NOTICE OF IMPENDING BOUNDARY ACTION****(Elk Ridge Estates Public Infrastructure District No. 2)****TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of Grantsville City, Utah (the "Council"), acting in its capacity as the creating entity for the Elk Ridge Estates Public Infrastructure District No. 2 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on October 4, 2023 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Tooele County, Utah, is attached as APPENDIX "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

**WHEREFORE**, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215 upon annexation of the subject property into the boundaries of the City.

**DATED** this October 4, 2023.

**CITY COUNCIL OF GRANTSVILLE CITY,  
UTAH, acting in its capacity as the creating  
authority for the ELK RIDGE ESTATES  
PUBLIC INFRASTRUCTURE DISTRICT NO. 2**

By: \_\_\_\_\_

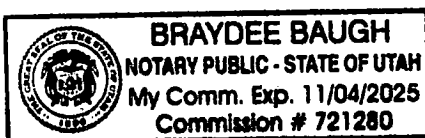
AUTHORIZED REPRESENTATIVE

**VERIFICATION**

STATE OF UTAH                     )  
  :SS.  
COUNTY OF TOOELE            )

SUBSCRIBED AND SWORN to before me this 5 day of October, 2023.

Braydee Baugh  
NOTARY PUBLIC



## RESOLUTION 2023-57

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF GRANTSVILLE CITY, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF THE ELK RIDGE ESTATES PUBLIC INFRASTRUCTURE DISTRICTS NO. 1 THROUGH 3 (COLLECTIVELY, THE "DISTRICTS") AS INDEPENDENT DISTRICTS; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT; APPOINTING BOARDS OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the City requesting adoption by resolution the approval of the creation of Public Infrastructure Districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the "Act") within the City and the annexation or withdrawal of any portion of the boundaries of the Districts therefrom without further approval or hearings of the City or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure Districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the Districts (the "Property Owners"); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the Districts be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City, prior to consideration of this Resolution, held public hearings after 6:00 p.m. to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts' boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City properly published notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the Districts before the public hearing on the Petition; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Section 17D-4-202(c) of the PID Act because they are agents of property owners within the Districts' boundaries (as further set forth in the Petition); and

Grantsville, Utah

October 4, 2023

The City Council (the "Council") of Grantsville City, Utah (the "City"), met in regular session (including by electronic means) on October 4, 2023, at its regular meeting place in Grantsville, Utah at 7:00 p.m., with the following members of the Council being present:

Neil Critchlow	Mayor
Jewel Allen	Councilmember
Scott Bevan	Councilmember
Jeff Hutchins	Councilmember
Jolene Jenkins	Councilmember
Darrin Rowberry	Councilmember

Also present:

Braydee Baugh	City Recorder
Brett Coombs	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this October 4, 2023, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilmember Allen and seconded by Councilmember Jenkins adopted by the following vote:

AYE: Unanimous

NAY: None

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

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for each of the Districts a Notice of Boundary Action attached hereto as Exhibit C (the "Boundary Notices") and Final Entity Plat attached to each as Boundary Notices Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved and confirmed.

2. The Districts are hereby created as separate entities from the City in accordance with the Governing Document and the Act. The boundaries of the Districts shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation or withdrawal of any area within the Annexation Area (as defined in the Governing Document) into or from the Districts, as applicable, without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the Districts to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the Districts without further request of the Districts to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the Districts is appropriate to the general welfare, order and security of the City, and the organization of the Districts pursuant to the PID Act is hereby approved.

6. The Governing Document in the form presented to this meeting and attached hereto as Exhibit B is hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Trustees of each Board of the Districts shall be initially composed of the same members. The initial Boards of the Districts are hereby appointed as follows:

(a) Trustee 1 – Scott Yermish, for an initial 6-year term;

- (b) Trustee 2 – Greg Dehaan, for an initial 4-year term
- (c) Trustee 3 – Bryce Jeffery Newman, for an initial 6-year term; and
- (d) Trustee 4 – Tase Thompson, for an initial 4-year term;
- (e) Trustee 5 – Lori M. Van Roosendaal-Thompson, for an initial 6-year term;
- (f) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

8. The Council does hereby authorize the Mayor or a Councilmember to execute the Boundary Notices in substantially the form attached as Exhibit C, the Plats, and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of certificates of creation for all Districts, the Council does hereby authorize the Mayor, a Councilmember, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, and the Boundary Notices or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

10. The Boards of Trustees of the Districts (the "District Boards") are hereby authorized and directed to record such Governing Document with the recorder of the Tooele County within 30 days of the issuance of the Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

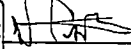
12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

13. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of Grantsville City, Utah, this October 4, 2023.

GRANTSVILLE, UTAH

DocuSigned by:

By: 

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Mayor

ATTEST:

DocuSigned by:

By: 

9CB64E7D323F486...

City Recorder

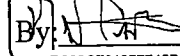




(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

DocuSigned by:

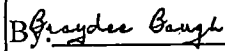
By: 

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Mayor

ATTEST:

DocuSigned by:

By: 

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City Recorder



STATE OF UTAH                     )  
  : ss.  
COUNTY OF TOOELE            )

I, Braydee Baugh, the undersigned duly qualified and acting City Recorder of Grantsville City, Utah (the "City"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the "Council"), had and taken at a lawful meeting of the Council on October 4, 2023, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this October 4, 2023.

DocuSigned by:

By: Braydee Baugh

9CB64E7D323F466...

City Recorder

EXHIBIT A

## CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Braydee Baugh, the undersigned City Recorder of Grantsville City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on October 4, 2023, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

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

(b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 4, 2023.

DocuSigned by:  
By: Braydee Baugh  
9CB64E7D323F486... City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

**PUBLIC NOTICE:**

The Grantsville City Council will hold a Regular Meeting at 7:00 p.m. on Wednesday, October 4th, 2023 at 429 East Main Street, Grantsville UT 84029. The agenda is as follows:

**ROLL CALL****AGENDA:**

1. Public Hearing: Elk Ridge PID
2. Public Comment
3. Summary Action Items
  - a. Approval of Minutes from the September 20, 2023 Work Meeting and Regular Meeting
  - b. Approval of Bills
4. Consideration of Resolution 2023-57 approving the Creation of the Elk Ridge PID
5. Consideration or Resolution 2023-58 approving the Final Plat for Hale Street Market located at 6 East Main Street
6. Consideration of Resolution 2023-59 approving the Interlocal Cooperative Operations Agreement
7. Discussion regarding the Preliminary Plan for Heritage Farms Subdivision
8. Discussion regarding the Preliminary Plan for Desert Edge Subdivision PUD
9. Discussion regarding the rezone of 63.70 acres located at North Cooley & 445 N Hale to go from an A-10 zone to an RR-1 zone designation
10. Discussion regarding the rezone of 15.11 acres located at 400 North Cooley to go from an A-10 zone to an RR-1 zone designation
11. Discussion regarding the Final Plan for Alington PUD
12. Discussion regarding the concept plan for the Matthews Lane Development
13. Council Reports
14. Closed Session (Imminent Litigation)
15. Adjourn

SCAN TO JOIN MEETING VIRTUALLY

Braydee N. Baugh  
Grantsville City Recorder

Join Zoom Meeting  
<https://us02web.zoom.us/j/86716065998>

Meeting ID: 867 1606 5998



In compliance with the Americans with Disability Act, Grantsville City will accommodate reasonable requests to assist persons with disabilities to participate in meetings. Requests for assistance may be made by calling City Hall (435) 884-3411 at least 3 days in advance of a meeting.

**CERTIFICATE OF POSTING:** This agenda was posted on the Grantsville City Hall Notice Boards, the State Public Notice website at [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html), and the Grantsville City website at [www.grantsvilleut.gov](http://www.grantsvilleut.gov). Notification was sent to the Tooele Transcript Bulletin.

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

**GRANTSVILLE CITY  
NOTICE OF ANNUAL MEETING SCHEDULE**

The public is hereby given notice in accordance with Utah State Code §52-4-202, Public Notice of Meetings, that the Grantsville City Council will hold its regular meetings on the first and third Wednesdays of each month at the Grantsville City Offices, 429 East Main Street, Grantsville Utah, which meetings begin at 7:00 p.m.

The Grantsville City Planning Commission will hold its regular monthly meetings on the first and third Thursdays of each month. The Planning Commission Meetings will be held at the Grantsville City Offices. The Planning Commission meetings begin at 7:00 p.m.

The Grantsville City Library Board will hold its regular monthly meeting on the first Thursday of each month at the Grantsville City Library, 42 North Bowery Street, Grantsville, Utah, which meetings begin at 4:00 p.m.

The Grantsville Historic Preservation Commission schedules their meetings at each meeting.

The Grantsville Redevelopment Agency schedules their meetings as needed.

All other Committees schedule meetings as needed.

DATED this 3<sup>rd</sup> day of January, 2023.

Braydee Baugh  
Grantsville City Recorder

**GRANTSVILLE CITY  
NOTICE OF ANNUAL MEETING SCHEDULE**

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DATED this 3<sup>rd</sup> day of January, 2023.

Braydee Baugh  
Grantsville City Recorder



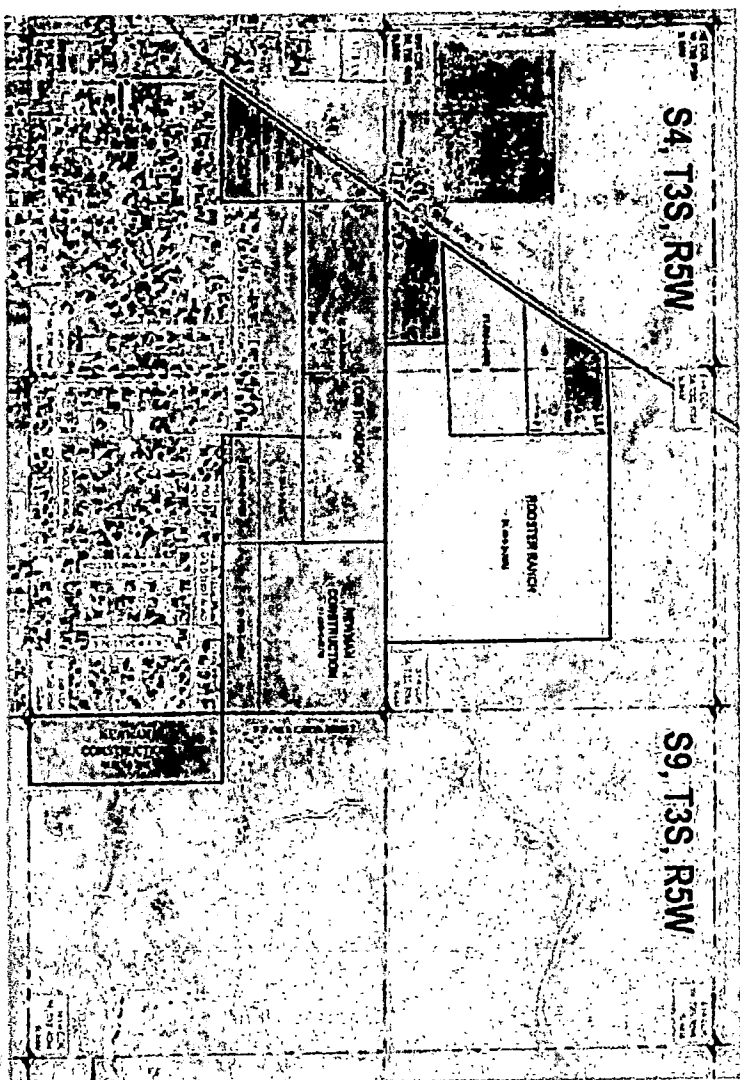
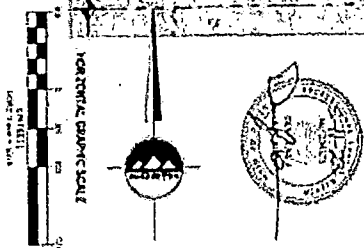


Exhibit B  
(District Boundaries)



## EXHIBIT A

### Legal Descriptions

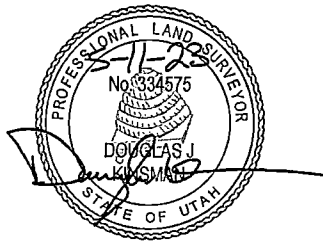
#### P.I.D. PARCEL 1 BOUNDARY DESCRIPTION

A parcel of land, situate in the Southwest Quarter Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, said parcel is also located in Grantsville, Utah, Tooele County, more particularly described as follows:

Beginning at the northeast corner of Lot 546 of Anderson Ranch Phase 5B, recorded as Entry no. 388608, in the Tooele County Recorder's Office, said point is on the south line of Gold Dust Road and is located South  $0^{\circ}08'38''$  West 465.95 feet along the Section Line and East 1527.94 feet from the West Quarter Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, and running:

thence East 70.00 feet along said south line;  
thence South  $0^{\circ}17'45''$  West 71.61 feet;  
thence North  $89^{\circ}42'15''$  West 70.00 feet, to the east line of said Lot 546;  
thence North  $0^{\circ}17'45''$  East 71.25 feet along said east line, to the Point of Beginning.

Contains 5,000 square feet or 0.11 acres.



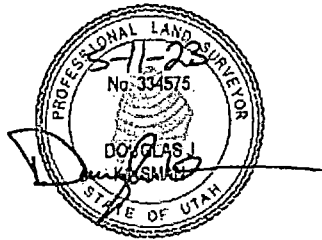
**P.I.D. PARCEL 2  
BOUNDARY DESCRIPTION**

A parcel of land, situate in the Southwest Quarter Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, said parcel is also located in Grantsville, Utah, Tooele County, more particularly described as follows:

Beginning at a point on the east line of Lot 546 of Anderson Ranch Phase 5B, recorded as Entry no. 388608, in the Tooele County Recorder's Office, said point is located South  $0^{\circ}08'38''$  West 537.20 feet along the Section Line and East 1527.75 feet from the West Quarter Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, and running:

thence South  $89^{\circ}42'15''$  East 70.00 feet;  
thence South  $0^{\circ}17'45''$  West 71.43 feet;  
thence North  $89^{\circ}42'15''$  West 70.00 feet, to the east line of said Lot 546;  
thence North  $0^{\circ}17'45''$  East 71.43 feet along said east line, to the Point of Beginning.

Contains 5,000 square feet or 0.11 acres.



**P.I.D. PARCEL 3  
BOUNDARY DESCRIPTION**

A parcel of land, situate in the Southwest Quarter Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, said parcel is also located in Grantsville, Utah, Tooele County, more particularly described as follows:

Beginning at a point on the east line of Lot 546 of Anderson Ranch Phase 5B, recorded as Entry no. 388608, in the Tooele County Recorder's Office, said point is located South  $0^{\circ}08'38''$  West 608.63 feet along the Section Line and East 1527.56 feet from the West Quarter Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, and running:

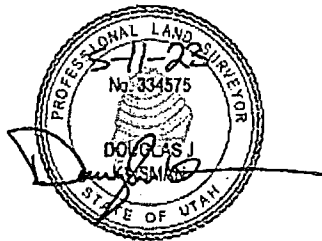
thence South  $89^{\circ}42'15''$  East 70.00 feet;

thence South  $0^{\circ}17'45''$  West 71.43 feet;

thence North  $89^{\circ}42'15''$  West 70.00 feet, to the east line of Lot 545 of said Anderson Ranch Phase 5B;

thence North  $0^{\circ}17'45''$  East 71.43 feet along said east line and the east line of said Lot 546, to the Point of Beginning.

Contains 5,000 square feet or 0.11 acres.



## Annexation Area Boundary Legal Description

### OVERALL P.I.D. BOUNDARY DESCRIPTION

(Parcels 01-069-0-0004, 01-069-0-0063, 01-069-0-0078, 01-069-0-0080, 01-069-0-0081, 01-069-0-0083, 01-069-0-0085, 01-069-0-0086, 01-069-0-0090, 01-069-0-0106, 01-069-0-0107, and 01-076-0-0002)

A parcel of land, situate in Section 4, and the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian, said parcel is also located in Grantsville, Tooele County, Utah, more particularly described as follows:

Beginning at the South Quarter Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, and running:

thence South 0°32'23" West 5.37 feet along the Quarter Section Line of said Section 9, to the north line of the future Nygreen Street;

thence North 89°45'24" West 1,317.49 feet along the north line of said future street, to the southeast corner of Lot 739 of Anderson Ranch Phase 7B, recorded as Entry no. 448597 in the Tooele County Recorder's Office;

thence South 0°14'34" West 545.08 feet along an existing fence line, and along the western boundary of the Grantsville soil conservation the northerly portion of which is the subject of that Boundary Line Agreement recorded May 14, 2012 under Entry no. 369615, in the Tooele County Recorder's Office;

thence South 89°54'22" West 1526.51 feet along said fence line to the corner thereof, said point being on the Section Line, and along the northern boundary of said Grantsville soil conservation;

thence North 0°29'04" East 527.85 feet along said fence and Section Line, to the Southwest Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian;

thence North 0°08'38" East 9.26 feet along the Section Line, to the southerly line of Anderson Ranch Phase 7A, Recorded as Entry no. 433547, in the Tooele County Recorder's Office;

thence North 89°36'21" East 1,524.37 feet along the southerly line of said Anderson Ranch Phase 7A and the southerly line of said Anderson Ranch Phase 7B, to the southeast corner of Lot 739 of said Anderson Ranch Phase 7B;

thence North 0°14'36" East 665.63 feet along the east line of said Anderson Ranch Phase 7B, to the northeast corner of Lot 743 of said subdivision, said point also being the southeast corner of Lot 630 of Anderson Ranch Phase 6B, recorded as Entry no. 411212 in the Tooele County Recorder's Office;

thence North 0°14'13" East 244.27 feet along the east line of said Anderson Ranch Phase 6B;

thence North 0°06'06" East 430.98 feet along the east line of said Anderson Ranch Phase 6B, to a point on the east line of Lot 540 of Anderson Ranch Phase 5B, recorded as Entry no. 388608 in the Tooele County Recorder's Office;

thence North 0°19'46" East 365.74 feet along the east line of said Anderson Ranch Phase 5B;

thence North 0°17'45" East 457.82 feet along the east line of said Anderson Ranch Phase 5B, to the northeast corner of Lot 546 of said Anderson Ranch Phase 5B, said point also being on the south line of Gold Dust Road;

thence East 106.86 feet along said south line, to the east line of Gold Dust Road;

thence South 1.31 feet along said east line;

thence South 88°33'31" East 547.59 feet;

thence North 0°08'09" East 1,820.93 feet;

thence South 89°40'20" West 658.03 feet;

thence North 0°08'09" East 948.64 feet, to the south line of State Road 112;

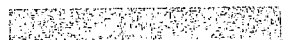
thence South 54°59'02" East 1,606.82 feet along said south line, to the Quarter Section Line;

thence South 0°08'54" West 1,133.60 feet along the Quarter Section Line;

EXHIBIT B

GOVERNING DOCUMENT

**GOVERNING DOCUMENT  
FOR  
ELK RIDGE ESTATES PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-3  
GRANTSVILLE CITY, UTAH**

, 2023

Prepared by:  
Snow Jensen & Reece, PC  
St. George, Utah

LIST OF EXHIBITS

**EXHIBIT A**

Legal Descriptions

**EXHIBIT B**

Initial District & Annexation Area Boundary Map



## I. INTRODUCTION

A. Purpose and Intent. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

B. Objective of the City Regarding Districts' Governing Document. The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by at a tax mill levy no higher than the Maximum Debt Mill Levy also subject to the Maximum Debt Mill Levy Imposition Term for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or relevant public entity.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

C. Limitation on Applicability. This Governing Document is not intended to and does not create any rights or remedies in favor of any party other than the City. Failure of the Districts to comply with any terms or conditions of this Governing Document shall not relieve any party of an obligation to the Districts or create a basis for a party to challenge the incorporation or operation of the Districts, or any Debt issued by the Districts.

## II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area: means the property shown as the Annexation Area in **Exhibit B**.

Approved Development Plan: means an approved development agreement identifying, among other things, Public Improvements necessary for facilitating development for property with a District or Districts.

Assessment: means assessments levied in an assessment area created within the Districts pursuant to the Assessment Area Act, Title 11, Chapter 42 of the Utah Code, as amended from time to time and any successor statute thereto.

Board: means the board of trustees of a District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments.

City: means Grantsville City, Utah.

City Code: means the City Code of Grantsville City, Utah.

City Council: means the City Council of Grantsville City, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

Developer: means \_\_\_\_\_ LLC, and its affiliates and successors and assigns.

District: means any one of the Elk Ridge Estates Public Infrastructure Districts.

Districts: means two or more of the Elk Ridge Estates Public Infrastructure Districts.

District Act: means the Special District Act and the PID Act.

District Area: means the property within the Initial District Boundary Maps and the Annexation Area Boundary Map.

Fees: means any fee imposed by any District for administrative services provided by such District.

General Obligation Debt: means a Debt that is directly payable from and secured by *ad valorem* property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with applicable state law and approved by the applicable Boards in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the Districts depicted in the Initial District Boundary Map, and more particularly described by the legal descriptions found in **Exhibit A**.

Initial District Boundary Map: means the map attached hereto as **Exhibit B**, describing the initial boundaries of the Districts.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by a District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy a District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project: means the development or property known as Elk Ridge Estates.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the Districts.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

### III. BOUNDARIES

The total area of the Initial District Boundaries includes approximately 0.33 acres, with the area of each of the Districts as follows: District No. 1, 0.11 acres; District No. 2, 0.11 acres; and District No. 3, 0.11 acres. The total area to be included in the Annexation Area Boundaries for each of the Districts, is approximately 226 acres. Legal descriptions of each of the Initial District Boundaries and the Annexation Area are attached hereto as **Exhibit A**. Maps of the Initial District Boundaries and the Annexation Area are attached hereto as **Exhibit B**. It is anticipated that each District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Article V below.

### IV. BENEFITS OF DISTRICTS

The Districts anticipate providing many benefits to the City and surrounding areas in the form of financing for the Public Improvements to be constructed and dedicated to the City in conjunction with the approved Project plans and this Governing Document.

### V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts. The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the PID Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein. The determination of which Public Improvements, or portions thereof, shall be financed by which District shall be left to the discretion of the Districts. Each District shall dedicate the Public Improvements to the City or other appropriate public entity in a manner consistent with the rules and regulations of the City and applicable provisions of state law. Each District shall be permitted to pay for Public Improvements provided that such District complies with this Section V and other requirements of this Governing Document, including but not limited to the debt limit provided in Section ~~VII.A(8)~~ and the Maximum Debt Mill Levy provided in Section ~~VII.C~~.

B. Reimbursement for Improvements. Any impact fee reimbursements or credits which become available due to the financing of Public Improvements by a District shall be for the benefit of the District and not any developer. The specifics of the scope and availability of impact fee credits or reimbursements shall be reserved and may be addressed in a future interlocal agreement between the City and a District.

C. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate public entity in a manner consistent with rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements

and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

D. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Land easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City. All public infrastructure within the District which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.

E. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by an engineer who certifies as part of such fair market value determination that they are independent of such District.

F. Municipal Advisor Certificate. Prior to the issuance of Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

G. Annexation and Withdrawal.

(a) The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area into one of the Districts. Such area may only be annexed after obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board of the District containing the area approving such annexed. The Districts shall not annex within their boundaries any property outside the District Area without the prior written consent of the City.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the Districts. Such area may only be

withdrawn from a District after obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board of the applicable District approving such withdrawal.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with section shall not constitute an amendment of this Governing Document.

E. Governing Document Amendment Requirement. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the applicable District approving such amendment.

F. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt and the aggregate impact of mill levy and any assessments of the overlapping Districts as determined in Article VII, paragraph C.2. below, will not at any time exceed the Maximum Debt Mill Levy or the maximum aggregate impact of mill levy and any assessments of the applicable Districts.

G. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan relating to property within a District, such Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

H. Total Debt Issuance Limitation. The Districts shall not issue Limited Tax Debt in excess of an aggregate amount of **Fifty-five Million Dollars (\$55,000,000)**. This amount excludes any portion of Bonds issued to refund a prior issuance of Debt by the Districts. In addition, this limitation does not apply to the District's pledge of its property tax revenues to the Debt of one of the other Districts. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

Notwithstanding the foregoing, the Districts shall not be permitted to issue Debt, other than refunding prior issuances of Debt, after December 31, 2049.

I. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, have been established under the authority of the

City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

J. Eminent Domain. The Districts shall not exercise eminent domain or utilize any funds of the District to support any eminent domain action or proceeding unless (i) the public improvements for which eminent domain is proposed are specifically approved under this Governing Document, an Approved Development Plan, or separate agreement by the City, and (ii) their location complies with a master infrastructure plan, an Approved Development Plan, or similar plan of the City.

## **VI. THE BOARD OF TRUSTEES**

A. Board Composition. The Boards shall be composed of five (5) Trustees each, who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall be at large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustees 3, 4, and 5 shall serve an initial term of four (4) years; Trustees 1 and 2 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such Districts. Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its anticipated residential certificates of occupancy to reflect such boundary change.

### **B. Future Board Composition.**

1. At the time of annexation of property into a District, such District shall estimate the total number of residential units within the District at full buildout of the property within the District (the “Anticipated Units”). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated Units to reflect such boundary change. The respective board seats for the District Boards with residential property shall transition from appointed to elected seats according to the following milestones:

(a) Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 40% of the Anticipated Units have received certificates of occupancy.

(b) Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 65% of the Anticipated Units have received certificates of occupancy.

(c) Trustee 3. Trustee 3 shall transition to an elected seat after the end of a full term during which 70% of the Anticipated Units have received certificates of occupancy.

(d) Trustee 4. Trustee 4 shall transition to an elected seat after the end of a full term during which 80% of the Anticipated Units have received certificates of occupancy.

(e) Trustee 5. Trustee 5 shall transition to an elected seat after the end of a full term during which 90% of the Anticipated Units have received certificates of occupancy.

For any District which is not anticipated to include any residential property, the Board shall continue to be appointed by the City Council and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least 1/5 of the taxable value of the property within such District shall be entitled to nominate one trustee seat for each 1/5 value (provided that the City retains discretion to reject any nominee and request a new nominee from such property owner).

No transition pursuant to this Section shall become effective until the next scheduled regular election of the District following a full term. Registered voters within this Section shall mean voters whose "principal place of residence," as that term is defined under Utah Code 20A-2-105(1)(a), is within a District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, for any seat which has not transitioned to an elected seat, the Districts shall notify the City of the pending expiration of the term. The City Council may appoint a new Trustee pursuant to the PID Act prior to the expiration of the term of the current Trustee. If the City Council fails to appoint a new Trustee, the existing Trustee shall be deemed reappointed for a term of four (4) years. Any seat that has transitioned to an elected seat shall be elected at large pursuant to an election held for such purpose. If no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act. Any Trustee shall continue to serve until a new Trustee is elected.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Special District Act.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.



F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

## VII. FINANCIAL PLAN

### A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The total aggregate Debt that the Districts shall be permitted to issue shall not exceed **Fifty-Five Million Dollars (\$55,000,000)** and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the Districts shall not count against the permitted total Debt. In addition, this limitation does not apply to the District's pledge of its property tax revenues to the Debt of one of the other Districts. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment and/or C-PACE Acts. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all Taxable Property within the Districts and Assessments. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

### B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

### C. Maximum Debt Mill Levy.

1. The "Maximum Debt Mill Levy," which is the maximum mill levy a District is permitted to impose upon the Taxable Property within such District for payment of Limited Tax Debt and administrative expenses, shall be ~~0.0065006~~ **per dollar** of taxable value of Taxable Property in such District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

2. Notwithstanding paragraph 1. above, a District may not concurrently impose a mill levy and Assessments on End Users unless the aggregate impact of such payments is forecasted at the time of issuance of such Debt to be less than ~~0.0065~~0.006 per dollar of the anticipated taxable value upon buildout of Taxable Property within the District (such value to be estimated by an appraisal or market study or related report relating to such Debt). Such forecast may factor in any required prepayment of Assessments prior to conveyance to End Users. C-PACE Assessments are not subject to the foregoing limit. The foregoing limit shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The Districts shall not pledge as security any land, assets, funds, revenue or property of the City, or property to be conveyed to the City, as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation. All debt issued by the Districts for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.

G. Districts' Operating Costs.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of each District's organization and initial operations, are

anticipated to be Seventy-Five Thousand Dollars (\$75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, each District will require operating funds for administration and to plan and cause the Public Improvements to be financed. The first year's operating budget of each District is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues, and may also be financed for a period of time until District revenues are anticipated to be sufficient to bear such costs. Each District may also enter into a reimbursement agreement with the developer of the Project to reimburse such developer for any such administrative costs paid by developer.

H. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel and Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The Districts are encouraged to use the City's bond counsel and Municipal Advisor, however, the Districts may request to use other bond counsel or Municipal Advisors, meeting the requirements in the foregoing sentence, with such request in writing, delivered to the City manager and the City attorney, stating the grounds for such request. Such request shall not be unreasonably denied or delayed. In the event the City does not object to a District's request in writing within twenty-one (21) calendar days, stating the grounds for the objection, the District's selection shall be deemed approved.

**VIII. ANNUAL REPORT**

A. General. In addition to all reporting requirements required by state law, each District shall be responsible for submitting an annual report to the City Recorder's Office no later than 210 days following the end of the District's fiscal year, beginning with fiscal year 2024.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Names and terms of Board members and officers;
2. Board seat transition milestones and progress towards Board transition, as applicable;
3. District office contact information, if changed;
4. A summary of any litigation which involves the District as of the last day of the prior fiscal year, if any;
5. A summary of the total debt authorized and total debt issued by the District as well as any presently planned debt issuances;

6. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

7. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

#### **IX. DISSOLUTION**

Upon repayment of defeasance of the Debt of a District, such District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution of a District occur until such District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

#### **X. DISCLOSURE TO PURCHASERS**

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation for each District, or the annexation of property into any District, the Board shall record a notice against the property with the District with the recorder of Tooele County and provide a copy of the notice to the City. Such notice shall (a) contain a description of the boundaries and annexation area of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) if applicable, state that the debt may convert to general obligation debt and outlining the provisions relating to conversion, and state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the maximum rate the District may levy; and (e) include the substantially the following language in bold:

**“Under the maximum property tax rate of the District, for every \$100,000 of taxable value, there would be an additional annual property tax of \$650~~600~~ for the duration of the District’s Bonds.”**

\_\_\_\_ Failure to provide any disclosures required by this Section shall not relieve any property owner of the obligation to pay taxes imposed by the Districts.

The Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose all of the information in the first paragraph of this Section X prior to entering into any purchase contract or lease or acceptance of any deposit relating to such residential or commercial property with initial resident homeowners or commercial property owners and/or commercial tenants, as applicable. Such disclosures shall require a signature of such purchaser acknowledging the foregoing.

The Developer shall ensure that the disclosure requirements outlined in the immediately preceding paragraph are included in the Developer’s Approved Development Plan. The preceding disclosure requirements shall be imposed upon the Developer through inclusion in the Approved Development Plan.

**XI. ENFORCEMENT.**

In accordance with Section 17D-4-201(5) of the Utah Code, the City may impose limitations on the powers of the Districts through this Governing Document. The City shall have the right to enforce any of the provision, limitations or restricts in this Governing Document against the Districts, through any and all legal or equitable means available to the City, including, but not limited to, injunctive relief.