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Carri R. Jeffries, Iron County Recorder Page 1 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



**TOWNSHIP OF BRIAN HEAD, UTAH**  
**CREATION OR DESIGNATION OF SPECIAL TAX ASSESSMENT**  
**AREA No. 2021-1 (Steam Engine Meadows)**  
**July 13, 2021**

**RESOLUTION No. 504**

A RESOLUTION TO CREATE OR DESIGNATE SPECIAL TAX ASSESSMENT AREA NO. 2021-1 (STEAM ENGINE MEADOWS) OF TOWN OF BRIAN HEAD, UTAH, DESCRIBED IN THE ACKNOWLEDGMENT WAIVER AND CONSENTS CONCERNING THE SPECIAL TAX ASSESSMENT AREA AND AUTHORIZING THE TOWN OFFICIALS TO PROCEED TO MAKE IMPROVEMENTS AS SET FORTH IN THE CONSENTS TO CREATE THE SPECIAL TAX ASSESSMENT AREA, AS AMENDED HEREIN, AND RELATED MATTERS.

WHEREAS, on June 8, 2021, the Town Council (the "Council") of the Town of Brian Head, Utah (the "Town") adopted a "Notice of Intention to Create or Designate Special Tax Assessment Area No. 2021-1," called a public hearing for July 13, 2021, and authorized publication and mailing of said notice in accordance with Utah law; and

WHEREAS, the public hearing is scheduled to be held on July 13, 2021, and the time for filing protests will expire 60 days thereafter; and

WHEREAS, the proposed Special Tax Assessment Area No. 2021-1 would construct improvements (as defined in the Act) including street improvements and environmental remediation activities related improvements; and

WHEREAS, sometime after September 14, 2021, the Town may create or designate Special Tax Assessment Area No. 2021-1, but it may designate it sooner if an Acknowledgement, Waiver and Consent it obtained from each property owner proposed to be included; and

WHEREAS, the Council has obtained an Acknowledgement, Waiver and Consent from each of the property owners to be assessed in Special Tax Assessment Area No. 2021-1 consenting to the creation or designation and to the proposed improvements; and

WHEREAS, the Council desires to create or designate Special Tax Assessment Area No. 2021-1:

**NOWTHEREFORE, BE IT RESOLVED** by the Town Council of the Town of Brian Head, Utah:

Section 1. The Town Council of the Town of Brian Head, Utah (the "Town"), hereby determines that it would be in the best interest of the Town to construct or have constructed certain improvements within the Town. The specific description of the nature of the improvements was set out in an Acknowledgement, Waiver and Consent

with attachments, a separate copy of which was signed by each property owner to be assessed.

Section 2. In light of the consents, the improvements proposed and described are authorized. The Special Tax Assessment Area as described in the Acknowledgement Waivers and Consents is hereby created and designated.

Section 3. The properties to be included and assessed in the Special Tax Assessment Area described in the Acknowledgment Waivers and Consents are hereby approved by the Council. The description and tax identification number of said properties to be assessed shall be attached hereto.

Section 4. As required by law, the Town Clerk is hereby authorized and directed to file a copy of the resolution creating the Special Tax Assessment Area as finally approved, including a copy of each Acknowledgment Waiver and Consent, as attached, together with a list of properties proposed to be assessed described by tax identification number and legal description, in the Iron County Recorder's office within five days from the date hereof.

Section 5. In addition to the requirements of Section 4 hereof, immediately upon its adoption, this Resolution shall be placed in the records of the Town where it will be continuously available for public inspection on a reasonable basis at the office of the Town Clerk during regular business hours of the Town, from and after the date hereof through and including the last date of issuance of any related bonds or such later time as is determined by the Town.

Section 6. The Town shall not be obligated to proceed with any of the improvements described in the Acknowledgment, Waivers and Consents or otherwise continue with the Special Tax Assessment Area 2021-1 hereby created and designated until the Town has obtained assurances, sufficient in the sole estimation of Town officers and officials, that the Town will be able to finance the improvements described in such consents and approved herein. The Town will use its best efforts to obtain financing for the improvements but assumes no responsibility or obligation to obtain such financing.

Section 7. The Town Clerk is directed to complete the attached Record of Proceedings.

Section 8. The Town Engineer has noticed and bid or is directed to prepare a notice to contractors for the receipt of bids for the construction of improvements. Said notice is to specify the time and place for the receipt of sealed bids and the notice is to be published at least three times, once each week for three consecutive weeks, in a newspaper having general circulation in the Town at least fifteen (15) days before the date specified for the receipt of sealed bids. Said notice is hereby approved by the Council. The Town shall at the time specified in the notice, open, examine and publicly declare the bids and may reject any or all bids when deemed for the public good and, at a later meeting, shall reject all bids other than the lowest and best bid of a responsible bidder. The Council may in any case refuse to award a contract and may obtain new bids

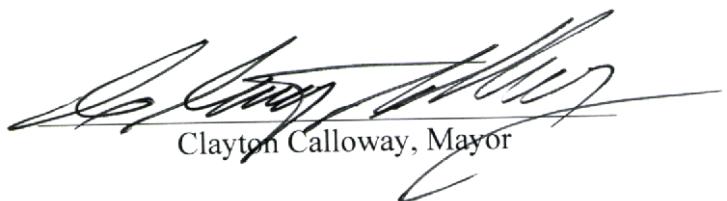
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after giving a new notice to contractors or may determine to abandon the Special Tax Assessment Area or not to make some or all of the improvements proposed to be made.

ADOPTED AND APPROVED this July 13, 2021.



Clayton Calloway, Mayor

ATTEST:



Nancy Leigh, Town Clerk



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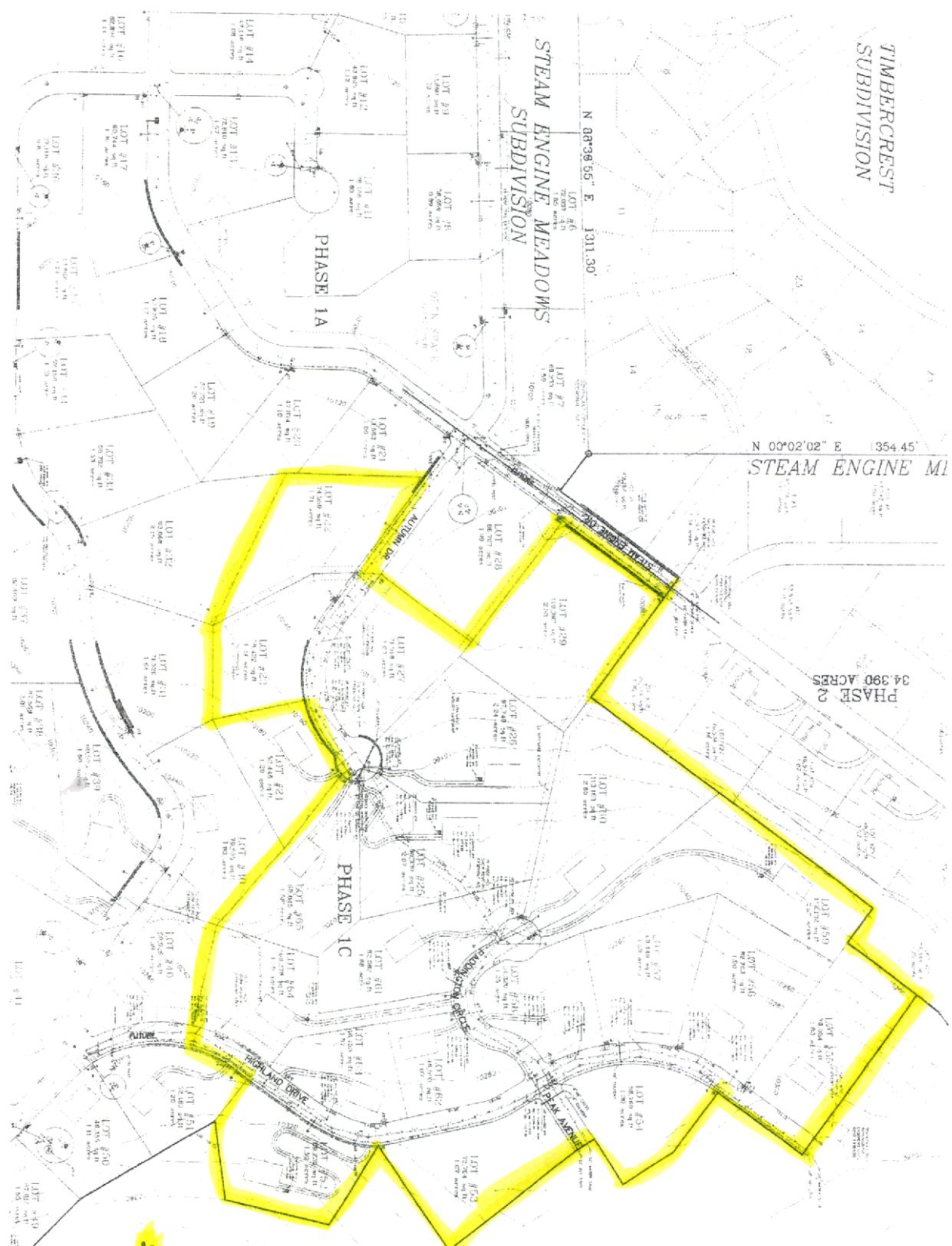
**TIMBERCREST  
SUBDIVISION**

N 00°02'02" E 1354.45' STEAM ENGINE MI

34390 ACRES  
PHASE 2

**STEAM ENGINE MEADOWS  
SUBDIVISION**

**ROSENBERG & ASSOCIATES**



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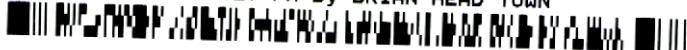


**ACKNOWLEDGEMENT, WAIVER AND CONSENT FOR EACH PROPERTY**

(See Attachment)

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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25<sup>th</sup>, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and Michael David Wand (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

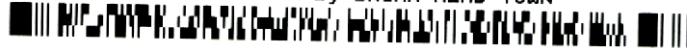
(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

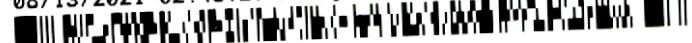
(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publically or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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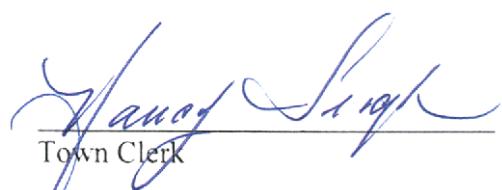
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EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

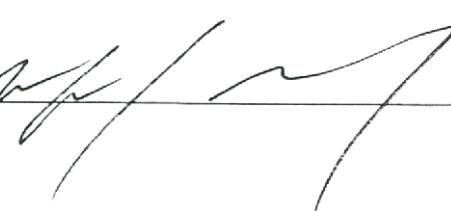
  
Mayor

ATTEST:

  
Town Clerk



OWNER

By: 

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*Not 22*

EXHIBIT A

DESCRIPTION OF PROPERTY

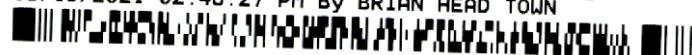
Parcel No. A-1189-000A-0022

LOT 22, STEAM ENGINE MEADOWS, PHASE I, AMENDED

926 EAST AUTUMN DRIVE, BRIAN HEAD, UT 84719

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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and Alan and Luwenn Jones (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

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(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
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- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

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EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

Elbert W. Key  
Mayor

ATTEST:

Janay Singh  
Town Clerk



OWNER

By: Alan Jones Lubbern Jones  
Alan Jones Lubbern Jones

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*Lot 23*

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0023

LOT 23, STEAM ENGINE MEADOWS, PHASE I, AMENDED

968 EAST AUTUMN DRIVE, BRIAN HEAD, UT 84719

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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and Tom and Pierrette Shaw (the "Owner(s)").

### RECITALS

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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July 13, 2021

TOWN OF BRIAN HEAD, UTAH

Tom Jeffries  
Mayor

ATTEST:

Janey Leigh  
\_\_\_\_\_  
Town Clerk



Thomas & Pierrette Shaw  
Owners of lots #25 and #26  
Steam Engine Meadows

OWNER

By: Tom Shaw

Pierrette Shaw

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*Lots 25 + 26*

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0025

LOT 25, STEAM ENGINE MEADOWS, PHASE I, AMENDED

1015 EAST AUTUMN DRIVE, BRIAN HEAD, UT 84719

AND

Parcel No. A-1189-000A-0026

LOT 26, STEAM ENGINE MEADOWS, PHASE 1, AMENDED

1005 EAST AUTUMN DRIVE, BRIAN HEAD, UT 84719

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B: 1567 P: 292 Fee \$0.00  
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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and Kristine & Michael Farnsworth (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

Elroy A. May  
Mayor

ATTEST:

Nancy Leigh  
Town Clerk



OWNER

By: Kristine Jarnsudth  
By: Michael D. Bain

**00775310**

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Lot 27

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0027

LOT 27, STEAM ENGINE MEADOWS, PHASE I, AMENDED

973 EAST AUTUMN DRIVE, BRIAN HEAD, UT 84719

**00775310**

B: 1567 P: 298 Fee \$0.00  
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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and Shannon Serena (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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B: 1567 P: 301 Fee \$0.00  
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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

Mark Kelly  
Mayor

ATTEST:

Naoy Singh  
Town Clerk

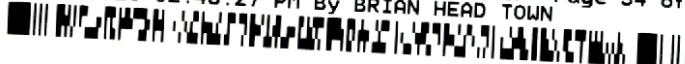


OWNER

By: Mark Kelly

**00775310**

B: 1567 P: 303 Fee \$0.00  
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Lot 29

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0029

LOT 29, STEAM ENGINE MEADOWS, PHASE I, AMENDED

938 EAST STEAM ENGINE DRIVE, BRIAN HEAD, UT 84719

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B: 1567 P: 304 Fee \$0.00

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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), Stelor Limited (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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B: 1567 P: 306 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 37 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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B: 1567 P: 307 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 38 of 109  
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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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Carri R. Jeffries, Iron County Recorder Page 39 of 109  
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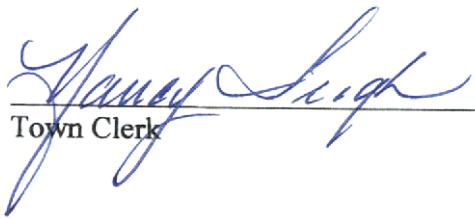


EXECUTED THIS June 16, 2021.

TOWN OF BRIAN HEAD, UTAH

  
Mayor

ATTEST:

  
Nancy L. Sigh  
Town Clerk



OWNER

By: 

**00775310**

B: 1567 P: 309 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 40 of 109  
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for 52

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0052

LOT 52, STEAM ENGINE MEADOWS, PHASE I, AMENDED

230 NORTH HIGHLAND DRIVE, BRIAN HEAD, UT 84719

**00775310**

B: 1567 P: 310 Fee \$0.00  
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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), Stephen and Melissa Bennett (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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B: 1567 P: 311 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder, Page 42 of 109  
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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Carri R. Jeffries, Iron County Recorder Page 43 of 109  
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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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B: 1567 P: 313 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 44 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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B: 1567 P: 314 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 45 of 109  
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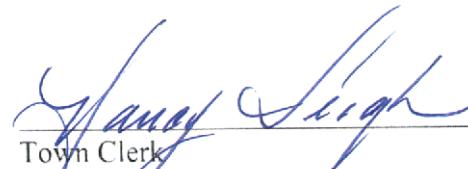


EXECUTED THIS July 18, 2021.

TOWN OF BRIAN HEAD, UTAH

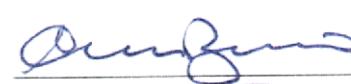
  
Mayor

ATTEST:

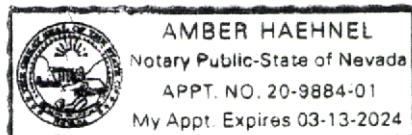
  
Nancy Singh  
Town Clerk



OWNER

By:   
Stephen Bennett  
(Lot #53)

Confirmation of signature  
from Stephen Bennett on  
06/10/2021.



**00775310**

B: 1567 P: 315 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 46 of 109  
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EXHIBIT A

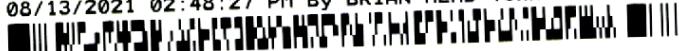
DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0053

LOT 53, STEAM ENGINE MEADOWS, PHASE I, AMENDED  
260 NORTH HIGHLAND DRIVE, BRIAN HEAD, UT 84719

**00775310**

B: 1567 P: 316 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 47 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), Val and Karena Garfield (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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B: 1567 P: 317 Fee \$0.00  
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08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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B: 1567 P: 319 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 50 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

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

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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Carri R. Jeffries, Iron County Recorder, Page 51 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

Jeffrey May  
Mayor

ATTEST:

Janey Leigh  
Town Clerk



Val and Karena Garfield Lot 54  
OWNER 318 N Highland Drive, Brian Head, UT 84719

By: Karena Garfield  
Val Garfield

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Carri R. Jeffries, Iron County Recorder Page 52 of 109  
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EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0054

LOT 54, STEAM ENGINE MEADOWS, PHASE I, AMENDED  
318 NORTH HIGHLAND DRIVE, BRIAN HEAD, UT 84719

**00775310**

B: 1567 P: 322 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 53 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), John and Mabel Reedy (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

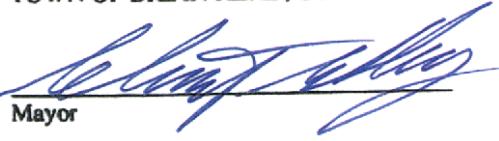
**00775310**

B: 1567 P: 326 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 57 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN

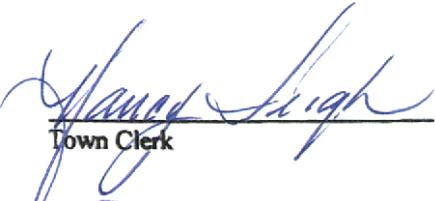


EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

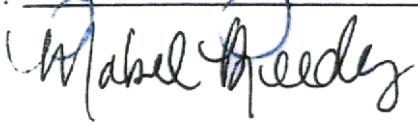
  
Mayor

ATTEST:

  
Nancy Leigh  
Town Clerk



OWNER

By:   
  
Lots 55, 56, 57

John H. Reedy /  
Mabel L. Reedy

**00775310**

B: 1567 P: 327 Fee \$0.00  
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EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0055

LOT 55, STEAM ENGINE MEADOWS, PHASE I, AMENDED,  
SEC 1, T36S, R9W, SLM

369 NORTH HIGHLAND DRIVE, BRIAN HEAD, UT 84719

AND

Parcel No. A-1189-000A-0056  
SEC 1, T36S, R9W, SLM

LOT 56, STEAM ENGINE MEADOWS, PHASE 1, AMENDED

347 NORTH HIGHLAND DRIVE, BRIAN HEAD, UT 84719

AND

Parcel No. A-119-000A-0057

LOT 57, STEAM ENGINE MEADOWS, PHASE 1, AMENDED

319 NORTH HIGHLAND DRIVE, BRIAN HEAD, UT 84719

**00775310**

B: 1567 P: 328 Fee \$0.00  
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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), Kirt T and Connie L. Williams (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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Carri R. Jeffries, Iron County Recorder Page 62 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



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(b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,

(c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,

(d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,

(e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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Carri R. Jeffries, Iron County Recorder Page 63 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN

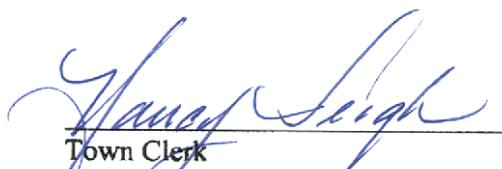


EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

  
Mayor

ATTEST:

  
Nancy Leigh  
Town Clerk



OWNER LOT 58

The Williams Family Living trust  
By: Trustees: Kirt R. Williams  
Connie L. Williams

  
Connie L. Williams

**00775310**

B: 1567 P: 333 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 64 of 109  
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EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0058

LOT 58, STEAM ENGINE MEADOWS, PHASE I, AMENDED  
1091 EAST PADDINGTON CIRCLE, BRIAN HEAD, UT 84719

**00775310**

B: 1567 P: 334 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 65 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), Craig Marchant (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

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Carri R. Jeffries, Iron County Recorder Page 66 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

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(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

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(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Carri R. Jeffries, Iron County Recorder Page 67 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



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6. Consent by Owner. The Owner hereby consents to:

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08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
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Carri R. Jeffries, Iron County Recorder Page 69 of 109  
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EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

  
Mayor

ATTEST:

  
Nancy Sigh  
Town Clerk



OWNER Craig Merchant - #59  
By: Craig Merchant  
Lot #59

**00775310**

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Carri R. Jeffries, Iron County Recorder Page 70 of 109  
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EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0059

LOT 59, STEAM ENGINE MEADOWS, PHASE I, AMENDED  
SEC 1, T36S, R9W, SLM

1063 E PADDINGTON CIRCLE BRIAN HEAD, UT 84719

**00775310**

B: 1567 P: 340 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 71 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 10, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and Steam Engine 60, LLC (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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

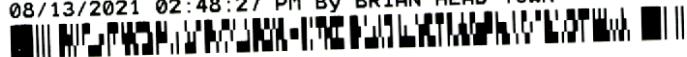
10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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EXECUTED THIS June 10, 2021.

TOWN OF BRIAN HEAD, UTAH

Mayor



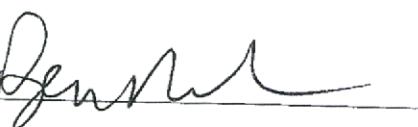
ATTEST:



Town Clerk



OWNER

By: 

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*for 60*

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0060

LOT 60, STEAM ENGINE MEADOWS, PHASE I, AMENDED  
1055 EAST PADDINGTON DRIVE, BRIAN HEAD, UT 84719

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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), Charles Bombard (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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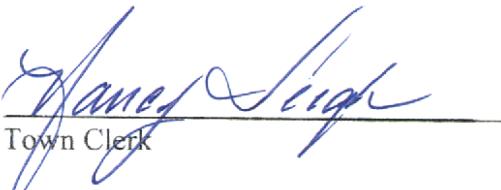
EXECUTED THIS June 10<sup>th</sup>, 2021.

TOWN OF BRIAN HEAD, UTAH



Signature of Mayor

ATTEST:



Signature of Town Clerk



OWNER



Signature of Charles Bombard, Trustee

Charles Bombard, Trustee  
of the Revocable Living Trust  
of the Charles Bombard TTEEWA  
STD 12-3-1999

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Set 41

EXHIBIT A

DESCRIPTION OF PROPERTY

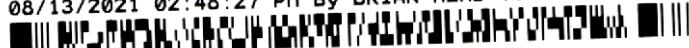
Parcel No. A-1189-000A-0061

LOT 61, STEAM ENGINE MEADOWS, PHASE I, AMENDED

1076 EAST PADDINGTON CIRCLE, BRIAN HEAD, UT 84719

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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 22, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and Duval's Gervais, Trustee (the "Owner(s)").

or Duval's Gervais Family Trust

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

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(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

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(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
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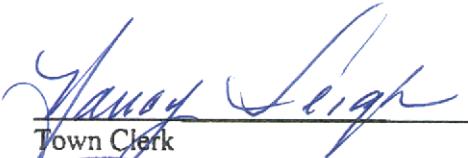


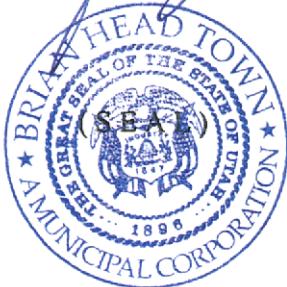
EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

  
Mayor

ATTEST:

  
Nancy Leigh  
Town Clerk



OWNER

By:   
Douglas Gerrard Family Trust

**00775310**

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08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



  
Lot 3 62163

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0063

LOT 63, STEAM ENGINE MEADOWS, PHASE I, AMENDED

221 NORTH HIGHLAND DRIVE, BRIAN HEAD, UT 84719

AND

Parcel No. A-1189-000A-0062

LOT 62, STEAM ENGINE MEADOWS, PHASE 1, AMENDED

1106 EAST PADDINGTON CIRCLE, BRIAN HEAD, UT 84719

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B: 1567 P: 358 Fee \$0.00  
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08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of June 25, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), Mathew and Kara Nicholoass (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

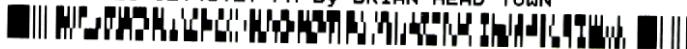
(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

(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 Owner is a party, or threatened against the Owner wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement.

4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

(c) that the Town intends to adopt an Assessment Ordinance consistent with the Notice of Intention that will levy a special tax assessment against the Subject Property.

5. Waiver by Owner. The Owner hereby waives:

(a) all rights to protest against the any and all proposed improvements constructed within the Special Tax Assessment Area as described in the Notice of Intention and the Resolution Creating or Designating the Special Tax Assessment Area,

(b) all rights to contest the procedures for designating an assessment method and levying an assessment within the Special Tax Assessment Area,

(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publicly or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

(d) all rights to object to the inclusion of the Owner's property in the Special Tax Assessment Area

6. Consent by Owner. The Owner hereby consents to:

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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way,
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

7. Amendment. The Town and the Owner hereby acknowledge that bond counsel will rely, in part, on the representations, warranties, acknowledgments, waivers, consents and agreements herein contained in issuing opinions relating to 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 such bond counsel.

8. Severability. The invalidity or unenforceability 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.

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

10. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns.

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

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.

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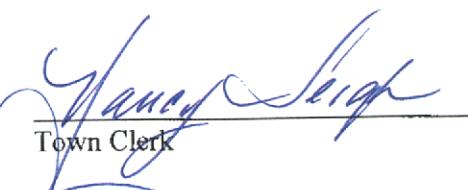


EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

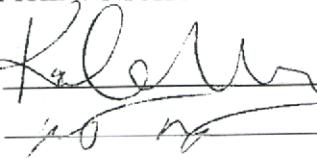
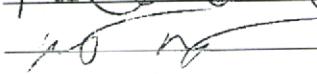
  
Mayor

ATTEST:

  
Nancy Singh  
Town Clerk



OWNERS: STEAM ENGINE LOT 64  
KARLA NICHOLASS AND  
MATTHEW NICHOLASS

By:   


**00775310**

B: 1567 P: 363 Fee \$0.00  
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Lot 64

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0064

LOT 64, STEAM ENGINE MEADOWS, PHASE I, AMENDED  
1088 EAST PADDINGTON CIRCLE, BRIAN HEAD, UT 84719

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B: 1567 P: 364 Fee \$0.00  
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## ACKNOWLEDGMENT, WAIVER AND CONSENT

This ACKNOWLEDGMENT, WAIVER AND CONSENT (this "Agreement") is entered into as of \_\_\_\_\_, 2021, by and between the Town of Brian Head, Utah (the "Town" or "Issuer"), and \_\_\_\_\_ (the "Owner(s)").

### RECITALS

A. The below signed Owner(s) own all of the real property described in Exhibit A attached hereto (the "Subject Property").

B. Pursuant to the Utah Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act") on June 8, 2021, the Town Council of the Town adopted a Notice of Intention proposing to construct or have constructed certain improvements (as defined in the Act), called a public hearing for July 13, 2021, related to the proposed creation or designation of the Town of Brian Head Special Assessment Area No. 2021-1 (Steam Engine Meadows) (the "Special Tax Assessment Area") to finance said improvements in the estimated amount of \$398,000. A copy of the Notice of Intention is attached hereto as Exhibit B.

C. The Act entitles the Owner to protest the designation of the Special Tax Assessment Area and otherwise entitles the Owner the right to challenge a special tax assessment against the Owner's property. In light of the foregoing, absent an acknowledgement, waiver and consent, each property owner within the Special Tax Assessment Area would be entitled to receive certain notices and publications of the Notice of Intention as required by the Act and the Town Council would be required to hold a public hearing and receive input from the property owners and public. However, any property owner within the proposed Special Tax Assessment Area described in the Notice of Intention may waive the right to such notices, the right to protest the designation of the Special Tax Assessment Area, to challenge the benefit of the improvements to the owner's property, to the public hearing, and to other public processes.

D. The Owner(s) desires to waive the notices, the notice periods related to the Notice of Intention, including calling and holding a public hearing prior to the creation or designation of the Special Tax Assessment Area, the inclusion of the Owner's property in the Special Tax Assessment Area, the benefit of the improvements related to the Owner's property, and the Owner(s) consent to the creation or designation of the Special Tax Assessment Area and consent to the construction of the proposed improvements based on the number of property owners within the Special Tax Assessment Area, with each property owner within said area being responsible for one share of the total special tax assessment per lot.

NOW, THEREFORE, in consideration of the premises, the creation or designation of the Special Tax Assessment Area, the installation and construction of the

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improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Acknowledgments and Agreements of Parties. The Town and the Owner hereby acknowledge and agree that:

(a) the Notice of Intention and the proposed Resolution Creating or Designating the Special Tax Assessment Area (a copy of which is attached hereto as Exhibit C), are hereby acknowledged, consented to and approved, and

(b) the Subject Property will in the aggregate be benefitted as a result of the improvements specifically described in the Notice of Intention and the Resolution Designating the Special Tax Assessment Area; and

2. Representations and Warranties of the Town. The Town hereby represents and warrants that:

(a) the execution and delivery of this Agreement by the Town does not conflict with, violate or constitute on the part of the Town a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Town is party or by which the Town is or may be bound or to which any of the property or assets of the Town is or may be subject; or (iii) the creation and governing instruments of the Town, and

(b) 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 Town is a party, or threatened against the Town wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability or the execution and delivery by the Town of this Agreement.

3. Representations and Warranties of Owner. The Owner hereby represents and warrants that:

(a) the Owner(s) is/are the sole owner(s) of the Subject Property,

(b) the Owner has taken all action necessary to execute and deliver this Agreement,

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) an 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 Owner is a party or by which the

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Owner 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 Owner, if applicable; and

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4. Acknowledgment by Owner. The Owner hereby acknowledges:

(a) that the waivers set forth in Section 5 and the consents set forth in Section 6 herein will benefit the Owner by reducing the cost of financing the improvements to be constructed within the Special Tax Assessment Area,

(b) that the Town has not constructed any of the Improvements within the Special Tax Assessment Area that are referenced in the Notice of Intention,

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(c) all rights to protest any and all improvements proposed to be constructed in the Special Tax Assessment Area including Environmental Remediation Activity, which includes the electrical and natural gas facilities with associated earth movement, or change to grade, or elevation and improvement to the use, function, or environmental condition of publically or privately owned property, and any protest to the benefits of the proposed improvements to the Owner's property.

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6. Consent by Owner. The Owner hereby consents to:

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- (a) the improvements to be financed through the Special Tax Assessment Area as shown in the Resolution Creating or Designating the Special Tax Assessment Area,
- (b) the decision to construct any of the proposed improvements within the Special Tax Assessment Area,
- (c) the levy of a special tax assessment upon the Subject Property for the improvements benefitting the Subject Property based on the number of property owners within the Special Tax Assessment Area, with each lot owner within said area being responsible for one share of the total special tax assessment,
- (d) mandatory prepay all of the applicable portion of the assessment and interest, etc. on each property in the event any parcel, condominiumized portion, or any part of the property within the Special Tax Assessment Area is sold, transferred or otherwise alienated by the property owner(s) in any way
- (e) not suing or enjoining the issuance or payment of the assessment bonds to be issued to finance the improvements within the Special Tax Assessment Area, the levy, collection or enforcement of the assessments or in any manner attacking or questioning the legality of said assessment bonds or assessments levied within the Special Tax Assessment Area.

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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.

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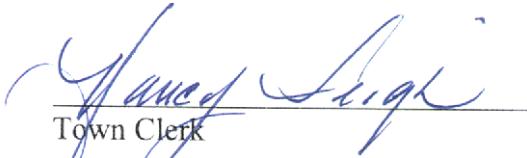


EXECUTED THIS July 13, 2021.

TOWN OF BRIAN HEAD, UTAH

  
Mayor

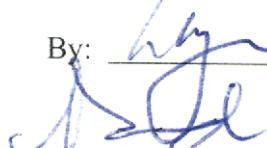
ATTEST:

  
Nancy S. Sighi  
Town Clerk



OWNER

By:   
HENRY C.J. HOOGLAND, II

  
DENISE HOOGLAND

LOT 65

**00775310**

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EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. A-1189-000A-0065

LOT 65, STEAM ENGINE MEADOWS, PHASE I, AMENDED

1014 EAST AUTUMN DRIVE, BRIAN HEAD, UT 84719

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B: 1567 P: 370 Fee \$0.00  
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## RECORD OF PROCEEDINGS

A regular meeting of the Town council of Town of Brian Head, Iron County, Utah was held on July 13, 2021, at 1:00 p.m., or as soon thereafter as feasible, at the regular meeting place of said Town Council at 56 N. Highway 143, Brian Head, Utah 84719 at which meeting there were present and answering roll call the following members who constituted a quorum:

Clayton Calloway	Mayor
Lynn Mulder	Council Member
Shaun Kelly	Council Member
Kelly Marshall	Council Member

Also present:

Nancy Leigh	Town Clerk
Bret Howser	Town Manager

Absent:	Larry Freeberg	Council Member
---------	----------------	----------------

After the meeting had been duly called to order and other matters not pertinent to this resolution had been discussed, the Town Clerk presented to the Town Council a Certificate of Compliance with Open Meeting Law with respect to this July 13, 2021, meeting, a copy of which is attached hereto.

Council Member Mulder introduced the foregoing resolution in writing and moved its adoption. Council Member Kelly seconded the motion to adopt the foregoing resolution. The motion and resolution were adopted on the following recorded vote:

Those voting AYE:

Mayor Calloway
Council Member Mulder
Council Member Kelly
Council Member Marshall

Those voting NAY: None

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After the conduct of other business not pertinent to the above, the meeting was adjourned.

STATE OF UTAH )  
: ss.  
COUNTY OF IRON )

I, Nancy Leigh, the duly chosen, qualified and acting Town Clerk of Town of Brian Head, Utah, do hereby certify as follows:

1. That the foregoing typewritten pages constitute a full, true and correct copy of the record of proceedings of the Town Council taken at a regular meeting thereof held in said Town on July 13, 2021, at the hour of 1:00 p.m., insofar as said proceedings relate to the consideration and adoption of a resolution creating Special Tax Assessment Area No. 2021-1 (Steam Engine Meadows) and make certain improvements therein described as the same appears of record in my office; that I personally attended said meeting, and that the proceedings were in fact held as in said minutes specified.

2. That due, legal and timely notice of said meeting was served upon all members as required by law and the rules and ordinances of said Town

3. That the above resolution was deposited in my office on July 13, 2021, has been recorded by me, and is a part of the permanent records of Town of Brian Head, Utah.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of said Town this July 13, 2021

  
Nancy Leigh, Town Clerk



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Carri R. Jeffries, Iron County Recorder Page 103 of 109  
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STATE OF UTAH  
COUNTY OF IRON

)  
: ss.  
)

AFFIDAVIT OF FILING

I, Nancy Leigh, the duly chosen, qualified and acting Town Clerk of Town of Brian Head, Utah, do hereby certify that on July 14, 2021 (not later than 5 days after adoption) I filed the foregoing Resolution Creating or Designating Special Tax Assessment Area No. 2021-1 (Steam Engine Meadows) of the Town of Brian Head, Utah along with the an Acknowledgment Waiver and Consent signed by each property owner approved and adopted on July 13, 2021, as amended by the creation resolution.

I further certify that a certified copy of said creation resolution together with profiles of the improvements and a map of the proposed Special Tax Assessment Area, was on file in my office for inspection by any interested parties.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Brian Head, Utah this July 14, 2021.



  
Nancy Leigh, Town Clerk

**00775310**

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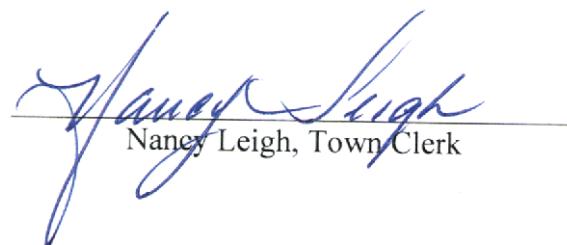
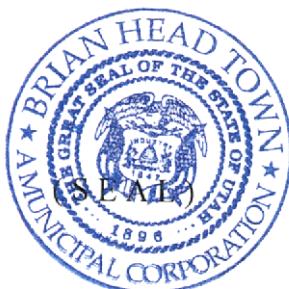
## CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Nancy Leigh, the undersigned Town Clerk of Town of Brian Head, Utah (the "Town"), do hereby certify, according to the records of the Town in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the July 13, 2021, public meeting held by the Town as follows:

- (a) By causing a Notice in the form attached hereto as Schedule "1", to be posted at the Town'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; and
- (b) By causing a copy of such Notice, in the form attached hereto as Schedule "1", to be delivered to a newspaper of general circulation in the Town at least twenty-four (24) hours prior to the convening of the meeting.
- (c) By causing a copy of such Notice to be posted on the Utah Public Notice Website at least 24 hours prior to the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the Town, attached hereto, specifying the date, time and place of the regular meetings of the governing body of the Town to be held during the 2021 calendar year was (1) posted on December 8, 2020, at the principal office of the Town and (2) provided to at least one newspaper of general circulation within the Town on January 26, 2021, and (3) posted on the Utah Public Notice Website on January 26, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this July 14, 2021.



Nancy Leigh, Town Clerk

ATTACH MEETING AGENDA AND NOTICE OF ANNUAL MEETING SCHEDULE  
WITH PROOF OF PUBLICATION AND POSTING ON PUBLIC NOTICE WEBSITE

**00775310**

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The Regular Meeting of the  
Brian Head Town Council  
[www.Zoom.us](http://www.Zoom.us) ([Click Here](#))  
Via Zoom Meeting ID# 850 7611 1352  
**TUESDAY, JULY 13, 2021 @ 1:00 PM**

# AGENDA

- A. CALL TO ORDER
- B. PLEDGE ALLEGIANCE
- C. DISCLOSURES
- D. REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS. Public input is limited to three (3) minutes on non-agenda items.
- E. AGENDA ITEMS
  - 1. A RESOLUTION TO CREATE OR DESIGNATE SPECIAL TAX ASSESSMENT AREA NO. 2021-1 (STEAM ENGINE MEADOWS) OF TOWN OF BRIAN HEAD, UTAH, DESCRIBED IN THE ACKNOWLEDGMENT WAIVER AND CONSENTS CONCERNING THE SPECIAL TAX ASSESSMENT AREA AND AUTHORIZING THE TOWN OFFICIALS TO PROCEED TO MAKE IMPROVEMENTS AS SET FORTH IN THE CONSENTS TO CREATE THE SPECIAL TAX ASSESSMENT AREA, AS AMENDED HEREIN, AND RELATED MATTERS. Bret Howser, Town Manager. The Council will consider a resolution creating the Steam Engine Meadows Phase 1C Special Assessment Area.
  - 2. NIGHTLY RENTAL DISPROPORTIONATE FEE ORDINANCE. Bret Howser, Town Manager. The Council will consider an ordinance establishing the Nightly Rental Disproportionate Fee.
  - 3. CULINARY WATER CAPITAL FACILITIES PLAN REVIEW. Aldo Biasi, Public Works Director. The Council will review the first draft of the Capital Facilities Plan.
  - 4. BRISTLECONE POND SLIDE AREA DECISION. Aldo Biasi, Public Works Director. The Council will give direction to staff on the repair for the Bristlecone Pond slide area.
  - 5. RESOLUTION AMENDING THE FY2022 CONSOLIDATED FEE SCHEDULE. Nancy Leigh, Town Clerk. The Council will consider a resolution amending the FY2022 Consolidated Fee Schedule.
  - 6. FUTURE AGENDA ITEMS. The Council will discuss potential items for future agendas.

## G. ADJOURNMENT

Date: July 9, 2021

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

## CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda in three conspicuous locations: The Mall, Post Office, and the Brian Head Town Hall and have posted copies on the Utah Meeting Notice Website and the Brian Head Town website and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.

Nancy Leigh, Town Clerk

**00775310**

B: 1567 P: 375 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 106 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN



**00775310**

B: 1567 P: 376 Fee \$0.00

Carri R. Jeffries, Iron County Recorder Page 107 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN

# Entity: Brian Head

## Body: Brian Head Town Council

**Subject:** Public Meetings

**Notice Title:** Regular Meeting of the Town Council

**Meeting Location:** Town Hall Council Chambers  
56 North SR 143  
Brian Head UT 84761

**Event Date & Time:** July 13, 2021  
July 13, 2021 01:00 PM - July 13, 2021 03:00 PM

**Description/Agenda:**

- A. CALL TO ORDER
- B. PLEDGE ALLEGIANCE
- C. DISCLOSURES
- D. REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS. Public input is limited to three (3) minutes on non-agenda items.

E. AGENDA ITEMS

1. A RESOLUTION TO CREATE OR DESIGNATE SPECIAL TAX ASSESSMENT AREA NO. 2021-1 (STEAM ENGINE MEADOWS) OF TOWN OF BRIAN HEAD, UTAH, DESCRIBED IN THE ACKNOWLEDGMENT WAIVER AND CONSENTS CONCERNING THE SPECIAL TAX ASSESSMENT AREA AND AUTHORIZING THE TOWN OFFICIALS TO PROCEED TO MAKE IMPROVEMENTS AS SET FORTH IN THE CONSENTS TO CREATE THE SPECIAL TAX ASSESSMENT AREA, AS AMENDED HEREIN, AND RELATED MATTERS. Bret Howser, Town Manager. The Council will consider a resolution creating the Steam Engine Meadows Phase 1C Special Assessment Area.

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5. RESOLUTION AMENDING THE FY2022 CONSOLIDATED FEE SCHEDULE. Nancy Leigh, Town Clerk. The Council will consider a resolution amending the FY2022 Consolidated Fee Schedule.

6. FUTURE AGENDA ITEMS. The Council will discuss potential items for future agendas.



## BRIAN HEAD TOWN COUNCIL MEETING SCHEDULE

# 2021

### LOCATION:

BRIAN HEAD TOWN HALL - COUNCIL CHAMBERS  
56 NORTH HIGHWAY 143, BRIAN HEAD, UT 84719

### TIME:

ALL MEETINGS ARE SCHEDULED TO BEGIN AT 1:00 P.M. (MST) OR SHORTLY THEREAFTER UNLESS OTHERWISE NOTICED.

### DATES:

ALL MEETINGS ARE SCHEDULED FOR THE 2<sup>ND</sup> & 4<sup>TH</sup> TUESDAY OF EACH MONTH ON THE FOLLOWING DATES:

JANUARY: 12<sup>th</sup> & 26<sup>th</sup>  
FEBRUARY: 9<sup>th</sup> & 23<sup>rd</sup>  
MARCH: 9<sup>th</sup> & 23<sup>rd</sup>  
APRIL: 13<sup>th</sup> & 27<sup>th</sup>  
MAY: 11<sup>th</sup> & 25<sup>th</sup>  
JUNE: 8<sup>th</sup> & 22<sup>nd</sup>

JULY: 13<sup>th</sup> & 27<sup>th</sup>  
AUGUST: 10<sup>th</sup> & 24<sup>th</sup>  
SEPTEMBER: 14<sup>th</sup> & 28<sup>th</sup>  
OCTOBER: 12<sup>th</sup> & 26<sup>th</sup>  
NOVEMBER 9<sup>th</sup>  
DECEMBER: 14<sup>th</sup>

THERE WILL BE ONE COUNCIL MEETING SCHEDULED FOR THE MONTH OF NOVEMBER AND DECEMBER 2021 WHICH WILL BE THE 2<sup>ND</sup> TUESDAY OF THESE MONTHS:

THE MEETINGS OF THE BRIAN HEAD REDEVELOPMENT AGENCY, BRIAN HEAD SPECIAL SERVICE DISTRICT, AND THE BRIAN HEAD MUNICIPAL BUILDING AUTHORITY WILL BE HELD WHEN NEEDED AND WILL BE POSTED ACCORDINGLY.

Dated this 8th day of December 2020

In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call the Brian Head Town Hall @ 435-677-2029 giving at least three (3) days notice prior to the meeting.

### CERTIFICATE OF POSTING

I hereby certify that on December 8<sup>th</sup> 2020, I have posted copies of this 2021 Meeting Schedule in three public and conspicuous places within the Town limits of Brian Head, to wit: Town Hall, Post Office, and The Mall and have caused a copy of this notice to be delivered to the Daily Spectrum and have posted it on the Utah Public Meeti

**00775310**

B: 1567 P: 377 Fee \$0.00  
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Nancy Leigh, Town Clerk

**00775310**

B: 1567 P: 378 Fee \$0.00  
Carri R. Jeffries, Iron County Recorder Page 109 of 109  
08/13/2021 02:48:27 PM By BRIAN HEAD TOWN

# Entity: Brian Head

## Body: Brian Head Town Council

**Subject:** Public Meetings

**Notice Title:** 2021 Town Council Meeting Schedule

**Meeting Location:** Town Hall Council Chambers  
56 North SR 143  
Brian Head UT 84719

**Event Date & Time:** January 1, 2021  
January 1, 2021 01:00 PM

**Description/Agenda:**

BRIAN HEAD TOWN COUNCIL  
2021 MEETING SCHEDULE  
LOCATION: BRIAN HEAD TOWN HALL - COUNCIL CHAMBERS  
56 NORTH HIGHWAY 143, BRIAN HEAD, UT 84719

TIME: ALL MEETINGS ARE SCHEDULED TO BEGIN AT 1:00 P.M. (MST)  
OR SHORTLY THEREAFTER UNLESS OTHERWISE NOTICED.

**DATES:**  
ALL MEETINGS ARE SCHEDULED FOR THE 2ND & 4TH TUESDAY OF EACH  
MONTH ON THE FOLLOWING DATES:

JANUARY: 12th & 26th  
FEBRUARY: 9th & 23rd  
MARCH: 9th & 23rd  
APRIL: 13th & 27th  
MAY: 11th & 25th  
JUNE: 8th & 22nd  
JULY: 13th & 27th  
AUGUST: 10th & 24th  
SEPTEMBER: 14th & 28th  
OCTOBER: 12th & 26th  
NOVEMBER: 9th  
DECEMBER: 14th

THERE WILL BE ONE COUNCIL MEETING SCHEDULED FOR THE MONTH OF  
NOVEMBER AND DECEMBER 2021 ON THE 2ND TUESDAY.

THE MEETINGS OF THE BRIAN HEAD REDEVELOPMENT AGENCY, BRIAN  
HEAD SPECIAL SERVICE DISTRICT, AND THE BRIAN HEAD MUNICIPAL  
BUILDING AUTHORITY WILL BE HELD WHEN NEEDED AND WILL BE  
POSTED ACCORDINGLY.

**Notice of Special Accommodations:** In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should