

WPR ROAD AND FIRE DISTRICT

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

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, May 26, 2026

TIME: 5:15 p.m.

LOCATION: 36 S. State St., Suite 500
Salt Lake City, UT 84111
And Via Microsoft Teams

ACCESS: To attend via Microsoft Teams Videoconference, use the below link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDM5MmUyZTkODZiNi00MzU3LWEwNDEtZDM3N2IwZGQ2ZjY2%40thread.v2/0?context=%7b%22Tid%22%3a%223e95e77c-c839-42d7-a767-aac8531785ff%22%2c%22Oid%22%3a%228d48df21-9763-40d0-ba52-983e5a92dcea%22%7d

BOARD OF TRUSTEES: Gary Derck
Ed Schultz
Jenny Robinson

PUBLIC NOTICE is hereby given that the Board of Trustees (the “Board”), of the WPR Road and Fire District (the “District”), will hold a meeting of the Board on Tuesday, May 26, 2026, commencing at 5:15 p.m., at 36 S. State St., Ste. 500, Salt Lake City, Utah, 84111 and via Microsoft Teams, at which time the Board shall proceed according to the following agenda:

[FOR REFERENCE] “As the Chair of the Board of Trustees of the WPR Road and Fire District, I hereby call this regular meeting of the Board to order at 5:-- P.M. on Tuesday, May 26, 2026, at 36 S State Street, Suite 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah’s Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.”

I. ADMINISTRATIVE MATTERS

- A. Call to order.
- B. Public Comment. Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

- C. Review and consider approval of minutes from April 28, 2026, regular meeting (enclosure).

II. FINANCIAL MATTERS

- A. Approve and/or ratify approval of payment of claims (enclosure).
- B. Review and consider approval of Hinton Burdock Audit Engagement (enclosure).
- C. Review and consider approval of Tentative and Interim Budget for Fiscal Year 2026-2027 and set a public hearing to take public comment on the same (enclosure).
- D. Discussion on Property Tax Impact Statement (enclosure).
- E. Review Truth in Taxation process & schedule Truth in Taxation Hearing (enclosure).
- F. Review and approve Q1 Financials (enclosure).

III. MANAGER AND OPERATIONAL MATTERS

- A. District training update.
- B. Roadway and drainage improvements Update.
- C. RFP Updates on slurry coat, asphalt work, and road striping. Ratify Requests for Proposal for Asphalt Improvements and Slurry Coating (enclosure).
- D. District Asphalt Specifications and Guidelines update.

IV. LEGAL MATTERS

- E. Ratify approval of Phase 3A.1 Amendment Easement Agreement and Improvement Completion Agreement (enclosures).
- F. Review and Approve Easement Agreements Phase 4A.1 Upper Townhomes Easement Agreement and Improvement Completion Agreement (enclosure).
- G. Review and approval of 2026-2027 Service Provider Rates (enclosure).

V. BOARD MEMBER MATTERS

- A. Comments, updates, and discussion of ongoing issues and future agenda topics.

VI. OTHER BUSINESS

VII. ADJOURNMENT

[This notice to be published on the Utah Public Notice Website, at least 24 hours prior to the meeting.]

April 28, 2026 Meeting Minutes

MINUTES OF REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
WPR ROAD AND FIRE DISTRICT (THE “DISTRICT”)
HELD
April 28, 2026

A regular meeting of the Board of Directors of the WPR Road and Fire District (referred to hereafter as the “Board”) was convened on April 28, 2026, at 5:21 p.m., at 36 S. State St., Ste. 500, Salt Lake City, UT 84111 and via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Trustees in attendance were:

Gary Derck
Ed Schultz
Jenny Robinson

Also, In Attendance Were:

Carley Herrick, Evan Tufts, Suzanne Bennett, Matt Musil, and Kelli Reid; Wasatch Peaks Ranch
Todd Godfrey; Hayes Godfrey Bell, P.C.

An unknown individual listed as “Michael”

ADMINISTRATIVE MATTERS

Call to Order:

The meeting was called to order at 5:21 p.m. by Trustee Derck, who recited the following:

“As Chair of the Board of Trustees of the WPR Road and Fire District, I hereby call this regular meeting of the Board to order at 5:21 P.M. on April 28, 2026, at 36 S. State St., Ste. 500, Salt Lake City, UT 84111. In compliance with the requirements of Utah’s Open and Public Meetings Law: (i) notice of this meeting has been duly posted and published, and (ii) this meeting is being recorded and minutes of the meeting, in its entirety, are being kept.”

Public Comment:

None.

Minutes from March 24, 2026 Regular Meeting:

The Board reviewed the minutes. Trustee Robinson made a motion to approve the Minutes from the March 24, 2026, Regular Meeting. Trustee Schultz seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

FINANCIAL MATTERS

Payment of Claims:

Ms. Reid reviewed the payment of claims with the Board. Trustee Robinson made a motion to approve and/or ratify approval of the payment of claims. Trustee Schultz seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Public Hearing on Amendment to the General Fund Budget for Fiscal Year 2025-2026:

Trustee Schultz made a motion to open the public hearing. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck. No public comment was made. Trustee Schultz made a motion to close the public hearing. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Approval of FY2025-2026 Amendment to the General Fund Budget:

Trustee Robinson made a motion to approve the 2025-2026 Fiscal Year General Fund Budget Amendment. Trustee Schultz seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

MANAGER AND OPERATIONAL MATTERS

Operational Updates:

Mr. Derck provided an update for the Board regarding the Fire Station 141 subsidy, District road maintenance, and District fire mitigation work.

Emergency Response Plan

Trustee Derck reviewed the Emergency Response Plan. Various questions were asked and answered. Trustee Schultz made a motion to approve the Emergency Response Plan. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

LEGAL MATTERS

None.

BOARD MEMBER MATTERS

None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, Trustee Schultz motioned to adjourn the meeting at 5:30 p.m. Trustee Robinson seconded the motion. The motion passed unanimously by Trustees Robinson, Schultz, and Derck.

Respectfully submitted,

By _____

District Chair

Attest:

By _____

District Clerk

DRAFT

Payment of Claims

WPR R&F District

For the period 4/16/2026-5/12/2026

Paid Claims

Date	Person/Description	Reference	Amount	Remarks
4/16/2026	LES SCHWAB TIRE CENTER (v0000738)	2097	(549.92)	305 - Tire Change
4/16/2026	ALPHA COMMUNICATIONS SITES INC (v0000278)	2096	(108.00)	6 Radios
4/16/2026	MORGAN ACE HARDWARE (v0000765)	2098	(99.94)	Shovel and Concrete Mix - Bollard Cart Path Clockify
4/17/2026	WHEELER MACHINERY CO. (v0000510)	9999041726	(31,960.00)	Caterpillar SW 150 Snow Wing Motor Grader
4/17/2026	FASTENAL (v0000813)	9999041726	(2,396.79)	Hand Tools
4/17/2026	MORTY'S CAR WASH LLC (v0000487)	9999041726	(63.25)	March Car Washes
4/17/2026	NAPA AUTO PARTS OF MORGAN (v0000739)	9999041726	(10.49)	Purple Power Car Wash
4/23/2026	MORGAN COUNTY FIRE DEPARTMENT (v0000758)	2100	(33,880.17)	April Monthly Billing
4/23/2026	WPR DEVELOPMENT COMPANY LLC (v0000069)	9999042326	(29,800.00)	April Management Fees
4/23/2026	ZIONS BANK (v0000808)	9999041426	(4,655.90)	March 2026 RFD Visa Statement
4/23/2026	WPR DEVELOPMENT COMPANY LLC (v0000069)	9999042326	(3,000.00)	April Admin Fees
4/23/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	9999042326	(2,000.00)	April 2026 Accounting Fees
4/23/2026	TOM RANDALL DISTRIBUTING (v0000231)	2099	(1,456.95)	85% of #2 Dyed Diesel Ultralow Fuel
4/23/2026	TOM RANDALL DISTRIBUTING (v0000231)	2099	(1,187.38)	85% of Clear Diesel Fuel
4/23/2026	TOM RANDALL DISTRIBUTING (v0000231)	2099	(257.11)	Bill UD - 15% of #2 Dyed Diesel Ultralow Fuel
4/23/2026	TOM RANDALL DISTRIBUTING (v0000231)	2099	(209.54)	Bill UD - 15% of Clear Diesel Fuel
4/24/2026	EVERBRIDGE (v0000817)	9999042426	(5,750.00)	Annual Billing 3/24/26 - 3/23/27
4/30/2026	Record Q3 Sales Tax Payment		(1,779.21)	Record Q3 Sales Tax Payment
4/30/2026	WASATCH PEAKS RANCH CLUB LLC (v0000310)	43026	(108.00)	March Alpha Communications - 6 Radios
5/1/2026	BLUE LINE TECHNOLOGIES INC (v0000039)	50126	(72.60)	Monthly CyberShield & Microsoft Licensing
5/1/2026	PETERSON PIPELINE ASSOCIATION (v0000629)	9999050126	(53.00)	March Water Bill
5/7/2026	WPR UTILITY DISTRICT (v0000591)	9999050726	(1,592.00)	85% Portion of Fuel & Lubricant Costs paid for by UD
5/7/2026	WPR UTILITY DISTRICT (v0000591)	9999050726	(53.65)	Sales Tax on Fuel & Lubricant Costs
5/7/2026	MORGAN ACE HARDWARE (v0000765)	2101	(35.97)	Clockify invoice - invoice PO 40-370
5/8/2026	WHEELER MACHINERY CO. (v0000510)	9999050826	(12,775.00)	grader - snow push blade
5/8/2026	JLP EXCAVATING (v0000673)	9999050826	(7,076.38)	0A swale repairs
5/8/2026	WHEELER MACHINERY CO. (v0000510)	9999050826	(5,564.00)	Clockify- Roller Drum Smooth 4/6/26-5/3-26
5/8/2026	WARDELL BROTHERS CONSTRUCTION, INC. (v0000611)	9999050826	(3,204.25)	Clockify - Earthwork Topsoil from WPR to River Bottom
5/8/2026	FASTENAL (v0000813)	9999050826	(1,880.03)	Tools
5/8/2026	WHEELER MACHINERY CO. (v0000510)	9999050826	(1,435.70)	Parts
			(153,015.23)	

Unpaid Claims

Date	Vendor	Amount
There are no unpaid claims as of 5/12/2026		-
		-

Hinton Burdock Engagement



May 19, 2026

Board of Directors and Management
WPR Road and Fire District
136 East South Temple, Suite 1650
Salt Lake City, UT 84111

The following represents our understanding of the services we will provide WPR Road and Fire District.

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of WPR Road and Fire District, as of June 30, 2026, and for the year then ended and the related notes to the financial statements, which collectively comprise WPR Road and Fire District's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP) require that certain required supplementary information (RSI) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and, if applicable, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the

United States of America and/or any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and, if applicable, in accordance with Government Auditing Standards, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.² However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about WPR Road and Fire District's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risks during our audit to date that require special audit consideration

- Management override of controls – a risk that is present in most audit engagements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of WPR Road and Fire District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements including the disclosures such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials;
10. For the accuracy and completeness of all information provided;
11. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
12. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the

supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare the financial statements and related notes

We will not assume management responsibilities on behalf of WPR Road and Fire District. However, we will provide advice and recommendations to assist management of WPR Road and Fire District in performing its responsibilities.

WPR Road and Fire District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards,
- The nonattest services are limited to the financial statements and related notes previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of WPR Road and Fire District's basic financial statements. Our report will be addressed to Board of Directors and Management of WPR Road and Fire District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report on the basic financial statements upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit on approximately July 15, 2026 and to issue our report no later than October 31, 2026.

R. McKay Hall, CPA is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Squire & Company, PC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Finance charges of 1½ percent per month will be assessed on unpaid balances over 30 days old.

We estimate that our fee for the audit will be \$13,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use WPR Road and Fire District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The above prices are based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If your personnel are unavailable to provide assistance in a timely manner, if your staff are unavailable during our scheduled fieldwork dates or requested information has not been prepared, it substantially increases the work we have to do to

complete the engagement within the established deadlines. The following circumstances will result in additional fees:

- Delivery of the trial balance less than a week before the established fieldwork dates will result in a minimum increase in fees of 10% over our original fee estimate.
- New versions of the trial balance or more than 10 required audit adjustments will result in a minimum increase in fees of 10% over our original fee estimate.
- If the entity is unable to provide requested information before the final day of scheduled fieldwork or a mutually agreed upon date, inconveniences could create additional fees of 10% over our original fee estimate.

Fees requested or required for additional accounting, consultation and non-audit services beyond the above listed circumstances will be billed in addition to the above fees and will be dependent on the level of service provided.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to Board of Directors and Management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Squire & Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Squire & Company, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and

agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We reserve the right to suspend or terminate our work for non-payment of fees. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent payment, we shall not be liable for any damages you may incur as a result of the work stoppage.

Either party may terminate this Agreement at any time, and we reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. If this Agreement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to suspend or terminate our services without issuing our work product.

You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

If a dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the *AAA Accounting and Related Services Arbitration Rules and Mediation Procedures* before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Squire & Company, PC

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of WPR Road and Fire District by:

Signature : _____

Printed Name: _____

Title: _____

Date: _____

Tentative & Interim Budget for Fiscal Year 2026-2027

WPR Road & Fire District
Tentative and Interim Budget
For the Year Ending June 2027 (\$000's)
5/19/2026

24-25 25-26 26-27
Actual Amended Budget
Budget

Sources

Snow removal	\$4	\$4	\$0
Property taxes	261	396	586
Projects Income	110	250	250
Snow removal	4	250	250
Total Sources (before developer debt)	378	899	1,086
Developer debt proceeds	766	1,880	1,214
Total Sources	\$1,144	\$2,779	\$2,300

Uses

Management

Project Services Costs	71	0	0
Fees	55	358	432
Education	0	18	6
Uniforms	4	2	3
Total Management	130	378	441

Outside services

Accounting	13	24	25
Audit	15	15	15
Legal	12	13	10
Other	0	44	36
Consulting	1	16	40
Total Outside Services	41	110	126

Facilities

Electricity	0	4	9
Propane	1	5	10
Water	0	1	3
Repair and maintenance	0	6	12
Total Facilities	1	16	34

Corporate

Publications and notices	3	0	1
Bank charges	0	0	1
Office supplies	2	3	2
Software and subscriptions	3	106	121
Communications - radio	7	1	35
Insurance	9	17	30
Contingency	0	38	50
Total Corporate	23	166	240

Road

Surface repairs and treatment	128	220	250
Lights and signage	6	6	4
Guardrail repair	0	6	12
Consumables	0	38	40
Snow removal supplies	80	50	98
Total Roads	215	320	404

WPR Road & Fire District
Tentative and Interim Budget
For the Year Ending June 2027 (\$000's)
5/19/2026

	24-25	25-26	26-27
	Actual	Amended Budget	Budget
<u>Storm</u>			
Boxes	0	25	28
Rip rap swales	0	18	18
Concrete swales	0	5	5
Detention basins	0	5	5
Total Storm	0	53	56
<u>Walls and bridges</u>			
Inspections	0	35	20
Repair and maintenance	0	12	12
Total walls and bridges	0	47	32
<u>Fire</u>			
Agreement - one time	0	326	0
Agreement - monthly	0	407	407
Total Fire	0	732	407
<u>Operations</u>			
Hand tools	22	30	25
Stock supplies	9	23	25
Equipment rental	0	220	220
Small equipment	0	12	6
Fuel and lubricants	11	39	55
Vehicle maintenance	5	51	69
Total operations	47	374	400
<u>Fixed assets</u>			
Vehicles	318	465	125
Equipment	40	142	35
Total fixed assets	358	607	160
Total uses	816	2,803	2,300
Infrastructure Contribution (Revenue)	(7,247)	(15,019)	0
Infrastructure Acquisition - Cost	7,247	15,019	0
Fund Balance			
Beginning Fund Balance	74	324	300
Net Change in Fund	328	(24)	0
Accounting Adjustments FY25 Audit	79		
Fund Balance Carry-forward			300
Ending Fund Balance	\$324	\$300	\$0

Property Tax Impact Statement

WPR ROAD AND FIRE DISTRICT 2026 PROPERTY TAX IMPACT STATEMENT

WPR Road and Fire District is considering adopting a tax rate that exceeds the certified tax rate. The proposed ad valorem tax rate adjustment is expected to generate approximately \$190,000 in additional revenue to support the District's operating expenses. The proposed rate adjustment would result in an approximate 48%¹ increase in ad valorem tax revenue, reflecting a change in the tax rate from 0.00054 mills to 0.0008 mills. The District has historically maintained a tax rate of 0.0008 mills through the annual truth in taxation process since its establishment.

For residential and commercial property owners within the District, the proposed adjustment would increase the WPR Utility District portion of property taxes by approximately 48%. For the average WPR unimproved lot, this represents an estimated property tax increase of approximately \$1,100 annually.

All ad valorem tax revenue will be applied to the District's General Fund. These additional revenues will be used to support the District's growing operational needs, including hiring additional staff, expanding fire mitigation efforts, and maintaining service levels as road infrastructure and maintenance obligations continue to grow. Without this adjustment, the District will face increasing operational demands without sufficient ongoing resources to adequately support those obligations. Approval of the proposed increase will allow the District to maintain reliable road and fire services, meet growing infrastructure and operational needs, and avoid relying on additional debt to fund operating expenses.

In addition to the proposed tax increase, the Developer has agreed to provide an approximate \$1,214,000 subsidy in 2026 to support the District's operations.

¹ The reported 48% increase represents the relative change in the mill levy rate, increasing from 0.00054 to 0.00080. Percentage change was calculated using the standard formula: $(\text{new rate} - \text{prior rate}) \div \text{prior rate} \times 100$.

Truth in Taxation Checklist

A property tax increase may not be certified unless evidence/proof has been made to the county auditor and Tax Commission for each item below. Proof can take several forms. Please ensure the evidence you provide clearly and conclusively supports the necessity or justification for each checkbox.

Disclaimer

This document is provided for assistance. It is the sole responsibility of the taxing entity to ensure all statutory requirements are followed for a property tax increase. Entities should verify that they are meeting all legal requirements and consult with their attorney as needed. This document reflects updates from 2026 H.B. 236 and S.B. 238 and current Utah Code.

On or before June 1st

Entity is required to notify the County Auditor **and** the USTC of the following items regarding its August Property Tax Increase Hearing:

- Date
- Time
- Location

First meeting in May – Tentative budget that includes increase

- Budget Officer statement that the tentative budget includes a proposed tax rate increase.
- Taxing entity includes, on the agenda for the public meeting, a separate item notifying the public that an executive officer or budget officer of the taxing entity intends to state in the public meeting that the tentative budget includes a proposed tax rate increase.
- An entity shall present a **property tax impact schedule** that is separate from all other budget documents.

At a public meeting between May 1 and June 13th

- Taxing entity includes, on the agenda for the public meeting, a separate item notifying the public that an executive officer or budget officer of the taxing entity intends to state the following:
 - The entity is considering a tax rate that exceeds the certified tax rate.
 - The approximate dollar amount and purpose of the ad valorem tax revenue increase.
 - The approximate percentage increase in ad valorem tax revenue that is based on the tax rate increase.
 - That the entity shall provide notice of and conduct a public hearing as required where members of the public have an opportunity to comment on the proposed increase.

Before June 22nd - Adopt Proposed Tax Rate Increase

Subject to 59-2-919

Fill in Proposed Tax Rate Revenue in column 11 on taxrates.utah.gov

(1) Budget Code	(2) Budget Name	(3) Election Date	(4) Voted Rate Limit	(5) Utah Annotated Code	(6) Maximum By Law	(7) Calculated Certified Tax Rate	(8) Auditor's Certified Tax Rate	(9) Auditor's Certified Rate Revenue	(10) Proposed Tax Rate	(11) Budgeted Revenue	(12) Final Tax Rate	(13) Final Budgeted Revenue
10	General Operations			\$10-6-133	.007			0				
30	Library			\$59-7-501&10-6-133.5	0.001			0				
50	Tort Liability			\$63G-7-704(2)(b)	0.0001			0				
190	Discharge of Judgement			\$59-2-1328 & 1330	Sufficient			0				
200	Special Improvement Guaranty Fund			\$11-42-701	0.0002			0				
Total Tax Rate									0	0.000000		0.000000

Click on the Truth in Taxation button that will appear on the Tax Rate Summary (693) screen.



Fill out Hearing and Advertisement information to generate Entity Ad. Click the green button to view Tax Increase Entity Advertisement once complete.

Fiscal Year Tax Increase

- Truth in Taxation
- Judgment Levy
- Both Truth in Taxation & Judgment Levy



Newspaper Advertisement 2025			
Average Residential Value:	Avg Residential Value <small>(Please Obtain From the Assessor's Office)</small>		
Advertisement Information			
Taxing Entity Name:	Name on Ad		
Contact Phone:	Contact Phone on Ad		
Entity Website:	Website		
Virtual Meeting Link:	Internet Address for Remote Participation and Live Streaming Options		
Notice Information (2 are Required)			
1st Notice Date:	1st Published Date	2nd Notice Date:	2nd Publish Date
1st Notice Location:	1st Posted Location(s)	2nd Notice Location:	2nd Posted Location(s)
Public Hearing Information			
Room #:	Room Number/Name	Date:	Hearing Date <small>(At Least 10 Days After Notice Mailing)</small>
Location:	Building Name	Time:	Start Time <small>(At or After 6:00 P.M.)</small>
Address:	Street Address		
City:	City		
Whom should the Tax Commission contact with questions?			
Name:	Division Contact	<small>Note: Does NOT Appear on Advertisement</small>	
Phone:	Contact Phone	<small>Note: Does NOT Appear on Advertisement</small>	

On or Before June 30th - Interim Budget

Prepare and adopt an interim budget that:

- Is based on the taxing entity's proposed tax rate increase.
- Includes a property tax impact schedule.
- Is in effect for the period beginning on July 1 and ending after the date on which the taxing entity adopts a final budget.
- Sets aside, in a restricted budget account, an amount of the taxing entity's general fund revenue that is no less than the amount of additional ad valorem tax revenue that would be generated by the taxing entity's proposed tax rate increase.
- Entity may not expend or otherwise obligate the revenue that the taxing entity sets aside in a restricted budget account for the period beginning on July 1 and ending after the date on which the taxing entity, subject to the requirements of Section 59-2-919, adopts a budget.

Through June 30th – Property Tax Impact Schedule

Property Tax Impact Schedule:

Present and make available to the public the property tax impact schedule

- At the first meeting in May** when the budget with proposed increase is presented.
- At each public hearing held prior to June 30** at which the taxing entity discusses the taxing entity's proposed general fund budget for the ensuing fiscal year period.
- As a separate document from all other budget documents.

The property tax impact schedule shall specify

- The approximate dollar amount of additional ad valorem tax revenue that would be generated by the proposed tax rate increase.
- The approximate percentage increase in tax revenue that is based on the proposed tax rate increase.
- The approximate percentage increase to the amount of property taxes paid on an average residence per year as a result of the proposed tax rate increase.
- The approximate percentage increase to the amount of property taxes paid on an average commercial property per year as a result of the proposed tax rate increase.

For each department of the taxing entity whose budget would be affected by proposed increase

- Outline the budget increase or decrease to the department.
- Articulate the operational impact to the department if the taxing entity approves the increase.

14+ days before the Property Tax Increase hearing

Post Entity Advertisement:

- Electronically on the Utah Legals Website.
- Electronically on the Utah Public Notice Website.
- Electronically on the public portion of the entity’s official website.
 - If Entity is a town, as defined in Section §10-2-301, **and does not have a public website** as of May 1 of the calendar year in which the taxing entity proposes a tax rate increase, Entity shall instead state the physical address of the fiscal year taxing entity's town hall or principal place of business.
 - And if a provision of this section requires a fiscal year taxing entity to post information on the taxing entity's public website within a specific time frame, a fiscal year taxing entity shall instead post that information at the fiscal year taxing entity's town hall or principal place of business within that specific time frame.
- Physically in a public location in or near the affected area that is reasonably likely to be seen by residents of the affected area.

Post County Combined Advertisement:

- If the county auditor compiles the list required by Section 59-2-919.2, make the list available from the main page of the taxing entity's public website for a period that begins at least 14 days before the date on which the public hearing is held and ends on or after the date on which the commission certifies the taxing entity's certified tax rate.
- Make available at the public hearing and to anyone who requests.

Entity Ad

NOTICE OF PROPOSED TAX INCREASE
ENTITY NAME

The ENTITY NAME is proposing to increase its property tax revenue.

The ENTITY NAME tax on a \$_____ residence would increase from \$_____ to \$_____, which is \$_____ per year.

The ENTITY NAME tax on a \$_____ business would increase from \$_____ to \$_____, which is \$_____ per year.

If the proposed budget is approved, ENTITY NAME would receive an additional \$_____ in property tax revenue per year as a result of the tax increase. If the proposed budget is approved, ENTITY NAME would increase its property tax budgeted revenue by _____% above last year's property tax budgeted revenue excluding eligible new growth.

The ENTITY NAME invites all concerned citizens to a public hearing for the purpose of hearing comments regarding the proposed tax increase and to explain the reasons for the proposed tax increase. You have the option to attend or participate in the public hearing in person or virtually.

PUBLIC HEARING

Date/Time: ____/____/____ 6:00 PM
 Location: Entity Location
 Address
 City

To obtain more information regarding the tax increase, citizens may contact the ENTITY NAME at 888-888-8888 or visit _____. Instructions for virtual participation in the public hearing will be available at _____ no later than 24 hours before the public hearing is scheduled to begin.

County Combined Ad from County Auditor

BOX ELDER COUNTY NOTICE OF PROPOSED TAX INCREASE

The following taxing entities are proposing to increase property tax revenue within BOX ELDER COUNTY. Data is based on the taxing entity's average value shown below. The same value is used for both residential and commercial property. Concerned citizens are invited to attend the public hearings listed.

FOR FURTHER INFORMATION CONTACT THE INDIVIDUAL ENTITIES AT THE NUMBERS SHOWN BELOW.

Entities Proposing a Tax Increase	Average Market Value	If approved, tax will increase		Additional Ad Valorem Tax Revenue	% Increase if Proposed Tax Increase is Approved	Date/Time	Public hearing information		
		From:	To:				Location	Phone:	
BOX ELDER SCHOOL DISTRICT	\$450,000	Residential:	\$923.18	\$1,266.71	\$11,257,317	36.54%	Aug 13,2025 7:00 P.M.	960 S Main St Brigham City	435-734-4800
		Commercial:	\$1,678.50	\$2,303.10					
BRIGHAM CITY	\$400,000	Residential:	\$354.42	\$370.70	\$155,000	4.35%	Aug 07,2025 6:00 PM	20 N Main Street Brigham City	435-734-6600
		Commercial:	\$644.40	\$674.00					
FIELDING TOWN		Residential:			\$4,264	26.48%	Aug 06,2025		--
		Commercial:							
HOWELL CITY	\$343,000	Residential:	\$108.85	\$180.54	\$9,876	65.26%	Aug 06,2025 6:00 P.M.	16020 N 17300 W Ste. A Howell	435-241-6935
		Commercial:	\$197.91	\$328.25					
WILLARD CITY	\$515,000	Residential:	\$271.35	\$394.85	\$130,999	45.15%	Aug 06,2025 6:00 P.M.	80 West 50 South Willard	435-734-9881
		Commercial:	\$493.37	\$717.91					

*Additional Ad Valorem Tax Revenue does not include amount from Judgment Levies.
 **This list is for informational purposes only and should not be relied on to determine a taxpayer's property tax liability. For specific property tax liability information the taxpayer should review their "Notice of Valuation and Tax Change".

July 22nd - Valuation Notice Mailed

Date, Time, Location of Hearing, and the additional amount or requested revenue are required to be on the Notice of Valuation.

TAXING ENTITIES	COMPARE		PROPOSED		CHANGES		ADDITIONAL ANNUAL REVENUE	BE HEARD PUBLIC TRUTH-IN-TAX MEEETING DATE - TIME - PLACE		
	2024	2025 IF NO INCREASE	2025 IF PROPOSED BUDGET APPROVED	IF 2025 INCREASE	CHANGE IN TAX	CHANGE IN %				
BOX ELDER SCHOOL DISTRICT	570.19	0.003730	493.03	0.006118	129,600	662.78	179.75	37.200%	AUG 13 7:00 PM 960 S MAIN ST, BRIGHAM (435)734-4800 AUG 7 6:00 PM 20 N MAIN ST, BRIGHAM (435)734-6801 --- HEARING HELD NOV 2024	
BRIGHAM CITY	220.93	0.001611	208.63	0.001685	129,600	218.21	9.58	4.600%		
BASIC SCHOOL LEVY	182.34	0.001379	178.58	0.001379	129,600	178.58	0.00	0.000%		
BOX ELDER COUNTY	167.73	0.001149	148.79	0.001291	129,600	167.18	18.39	12.400%		
BE SCHOOL DIST-50 BOND		0.000428	55.43	0.000428	129,600	55.43	0.00	0.000%		
BEAR RIVER WATER CONSV DIST	30.82	0.000225	29.14	0.000225	129,600	29.14	0.00	0.000%		
LOCAL ASSESSING & COLLECTING	29.13	0.000208	26.94	0.000208	129,600	26.94	0.00	0.000%		
BOX ELDER MOSQUITO ABATEMENT DISTRICT	23.57	0.000172	22.27	0.000172	129,600	22.27	0.00	0.000%		
CHARTER SCHOOL LEVY	6.35	0.000053	6.86	0.000053	129,600	6.86	0.00	0.000%		
MULTI-COUNTY ASSNG & COLLECT	1.94	0.000014	1.81	0.000014	129,600	1.81	0.00	0.000%		
TOTALS	1,223.00	0.008969	1,161.48	0.010573	129,500	1,369.20	207.72	17.900%		LAST PROPERTY REVIEW: 2024

THIS IS NOT A BILL DO NOT PAY ----- THIS IS NOT A BILL DO NOT PAY

A county shall include the property tax impact schedule as part of the county Notice of Valuation, **if requested and paid for by the taxing entity.**

24+ hours before Property Tax Increase Hearing:

- Post instructions on the taxing entity's public website as to how individuals can connect to and participate virtually in the public hearing.
- An entity shall ensure that individuals participating virtually can:
 - Access the public hearing electronically through video and audio connection.
 - Provide oral testimony through video, audio, or both video and audio connection.
 - Submit written comments electronically for inclusion in the public record, both before and during the public hearing.

August 1st – August 31st -Property Tax Increase Hearing Requirements

- No meetings** discussing general business may be held on the same day as the property tax increase hearing.
- An entity may not schedule a public hearing at the same time as another overlapping taxing entity in the same county (unless the entities are governed by the same board or authority). Contact the County Auditor to resolve any conflicts.
- No hearings** for an entity may be held on the same date as the property tax increase hearing **EXCEPT**:
 - The entity's budget hearing.
 - A special district or special service district's fee hearing.
 - A city or town's enterprise fund hearing.
- The property tax increase hearing may be scheduled **no earlier than 6 p.m.**
- The entity must allow interested parties desiring to be heard an opportunity to present oral testimony within reasonable time limits and without unreasonable restriction on the number of individuals allowed to make public comment.
- The hearing must be open to the public and must be available for individuals to attend **both** in person or virtually.

Agenda*

- The property tax increase hearing agenda **MAY NOT** contain items on the agenda other than discussion and action on the taxing entity's intent to levy a tax rate that exceeds the taxing entity's certified tax rate.
- The property tax increase hearing agenda **MAY** contain:
 - Action about the entity's budget.
 - A special district's fee implementation or increase.
 - A special service district's fee implementation or increase.

**The Entity Ad itself does not constitute the agenda. Posting/Attaching Entity Ad on Utah Public Notice will count for advertisement requirements.*

Statements required during the hearing

- The dollar amount of additional ad valorem tax revenue that would be generated each year by the proposed increase.
- The purpose/reasons of the additional ad valorem tax revenue.

If no decision is made/reached at the hearing regarding implementing the increased tax rate:

- Announce at the same property tax increase hearing the scheduled time and place of the next public meeting at which the taxing entity will consider the tax increase. The meeting must take place before September 1st. [§59-2-919(9)(a)]

Entity Name: _____

Entity County/Counties: _____

Date/Time of Entity’s Property Tax Increase Hearing: _____

Preparer’s Name/Email/Phone: _____

Notification Requirement

Utah State Code Reference 59-2-919(2)

- **Before June 1st**, did the entity notify the USTC **and** county auditor of the **date, time, and place** of their property tax increase hearing? **When?** _____
- Did you coordinate with the county auditor to ensure the property tax increase hearing did not conflict with any other overlapping taxing entity’s property tax increase hearings? **Yes / No**

Budget & Public Meeting

Utah State Code Reference 59-2-919(4)

School Districts 53G-7-302 & 53G-7-303 Cities 10-6-111 & 10-6-114 Towns 10-5-107 & 10-5-108

- On what **date** did the executive/budget officer present, for the first time, the entity’s tentative budget in its public meeting to the governing board/council? _____
- Did the tentative budget include the **proposed property tax increase** in budget proposal? **Yes / No**
- Did the agenda of the public meeting contain a **separate line item** that notified the public that the entity’s executive/budget officer intended to state in its meeting that the tentative budget has a proposed tax rate increase? **Yes / No**
- Did the entity’s executive/budget officer **state at the public meeting** that the tentative budget includes a proposed tax rate increase? **Yes / No**

Please provide verifiable evidence of the budget/executive officer making this statement.

- Did the entity’s executive/budget officer present a **property tax impact schedule** to the board? **Yes / No**
- Did the entity’s executive/budget officer make the property tax impact schedule **available to the public**? **Yes / No**

Please provide verifiable evidence of how the property tax impact schedule was made available to the public.

- Was the property tax impact schedule presented as a **separate document** made available to the public? **Yes / No**
- Did someone from the entity make **each** of the following required statements:(*Circle one for each statement*)
 - [Entity name] is considering levying a tax rate that exceeds the certified tax rate. **Yes / No**
 - The approximate dollar amount of additional ad valorem tax revenue generated by the tax increase. **Yes / No**
 - The approximate percentage increase of ad valorem tax revenue generated by the tax increase. **Yes / No**
 - The purpose of what the additional tax revenue generated by the tax increase will be used for. **Yes / No**
 - A statement that [the entity] will provide notice of and conduct a public hearing at which members of the public will have an opportunity to provide comments on the proposed tax rate increase? **Yes / No**

Please provide verifiable evidence of an entity official making these required statements.

- Did the entity provide a separate item **on the meeting agenda** notifying the public of all the previous information that is required to be stated? **Yes / No**

Please provide verifiable evidence with the separate agenda item

Property Tax Increase Hearing Advertising

Utah State Code Reference 59-2-919(6)&(8)

Please answer the following questions using the stated time frame for each section

NO LATER than June 22:

- Did the entity complete and approve the 693 Report on taxrates.utah.gov? Yes / No
- Did the entity complete and fill out the advertisement as required on taxrates.utah.gov? Yes / No

AT LEAST 14 days before the day of the entity’s Property Tax Increase Hearing:

- Did the entity publish an Entity advertisement on the Utah Legals Website? Yes / No
- Did the entity publish an Entity advertisement on the Utah Public Notice Website? Yes / No
- Did the entity publish an Entity advertisement on the main page of its public website? Yes / No
 - Is this entity considered a town as defined in 10-2-301? Yes / No
- Did the entity post an entity advertisement physically in a public location near the affected service area that is reasonably likely to be seen by residents of the area? Yes / No

Please provide photographic evidence of these required physical advertisements.

- Did the county auditor provide the entity with the County Combined Advertisement that is required under Utah State Code 59-2-919(8)(b)(ii)(C)? Yes / No
 - If yes, has the entity posted the County Combined Advertisement on the main page of their website? Yes / No

AT LEAST 24 hours before the day of the entity’s Property Tax Increase Public Hearing:

- Did the entity ensure that individuals who wish to participate virtually could: Yes / No
(Circle one for each statement)
 - Access the public hearing through video **and** audio connection? Yes / No
 - Provide oral testimony through video, audio, or both? Yes / No
 - Submit written comments electronically to include in the public record for **both before** the public hearing and **during** the public hearing? Yes / No

- Did the entity provide instructions on the main page of the entity’s public website on how individuals could participate virtually in the property tax increase public hearing? Yes / No

Please provide evidence showing the date/time portion of this requirement has been met.

Property Tax Increase Hearing Agenda

Utah State Code Reference 59-2-919(8)

- Were there any other general meetings by this entity on the same date as the property tax increase hearing? **Yes / No**
- Did this entity hold any other hearings on the same date as the property tax increase hearing? **Yes / No**
 - If yes, please circle which hearing(s) you held on the same date:

Budget Hearing	Fee Hearing	Enterprise Fund Hearing	Other (not listed)
-----------------------	--------------------	--------------------------------	---------------------------

- Did the property tax increase hearing start at 6 pm or later? **Yes / No**
- Did the property tax increase hearing agenda contain an item for discussion and action on the entity’s intent to levy a tax rate that exceeds the certified tax rate? **Yes / No**
 - Did the property tax increase hearing agenda contain any other items? **Yes / No**
 - If yes, please circle which other items were included on the property tax increase hearing agenda:

Entity’s Budget	Other (please list here):
Fee implementation/increase	

Property Tax Increase Hearing

Utah State Code Reference 59-2-919(8)

- Was this property tax increase hearing open to the public for attendance in person? **Yes / No**
- Was this property tax increase hearing open to the public for virtual attendance and participation? **Yes / No**
- Did the entity allow interested parties desiring to be heard an opportunity to present oral testimony? **Yes / No**
- Did the entity place any restriction on the number of individuals who could speak or restrict the amount of time everyone was allowed to speak? **Yes / No**
 - If yes, please list the restrictions(s) and/or number of comments below and why the implementation was reasonable:

-
- Did the county auditor provide the entity with the County Combined Advertisement that is required under Utah State Code **59-2-919.2**? **Yes / No**
 - If yes, did the entity make the County Combined Advertisement available at the public hearing or to anyone who requested? **Yes / No**
 - At the public hearing, were the following items stated: *(circle one for each statement)*:
 - The dollar amount of additional ad valorem tax revenue that would be generated by the proposed tax increase **Yes / No**
 - The purpose/reason for the additional ad valorem tax revenue **Yes / No**
 - Did the entity vote on the increased property tax at the property tax increase hearing? **Yes / No**
 - If no, did the entity make an announcement at the public hearing for when the next public meeting would be when the entity would consider the property tax increase again? **Yes / No**
Please provide verifiable evidence of a board member making this announcement.
 - If yes, was the meeting to decide on the increase held before September 1st? **Yes / No**

Suggested Documentation

To process an entity’s proposed property tax increase in a timely manner, the Utah State Tax Commission needs verifiable evidence of an entity’s compliance with the requirements of Utah State Code as it pertains to a property tax increase. Submission of the Checklist and Worksheet is voluntary. These documents may be included with the evidence to substantiate the completion of requirements. Evidence may take many forms, but the Commission suggests providing the following to ensure that all evidence can be verified within each section of this checklist:

Please time-stamp any undated documents, statements, or postings to provide definitive proof of completion whenever specific timing is required for compliance.

Recordings of the following public meetings/hearings:

- Entity Budget Public Meeting/Hearing.
- Property Tax Increase Hearing.

Agendas & Minutes

- Entity Budget Public Meeting Agenda & Documents (i.e., the budget impact statement).
- Entity Property Tax Increase Hearing Agenda & Documents.

Screenshots of online public advertisements

- Utah Legals advertisement.
- Utah Public Website advertisement.
- Entity’s Public Website advertisements.

Evidence of virtual and in-person participation

- Written comments from the online participants from before and during the hearing.
- Oral testimony from in-person or virtual participants.
- If no one wished to speak or comment, the entity should provide evidence and should make a statement that the opportunity was given during the hearing, but that no one did.

If the County Auditor provided a county combined list of other entities going through a property tax increase:

- Proof that the county combined list was available at the hearing and for anyone who requested it.

If the auditor did not provide a combined list of other entities going through a property tax increase:

- Obtain a written statement from the county auditor indicating that they did not provide a list (unless it is known that there were no other entities within the county going through a property tax increase).

If a decision about the property tax increase was not reached at the property tax increase hearing:

- Please provide proof that the information for the next meeting was announced during the hearing. (This could be part of the minutes or as a timestamp in the hearing recording).

Property Tax Increase Documents

- Copy of the property tax rate resolution with the stated increase in ad valorem tax revenue; and/or
- Completed copy of the PT-800 from the Utah State Tax Commission’s tax rates website.

Q1 Financials

**WPR Road & Fire District
Balance Sheet
Governmental Funds
March 31, 2026**

	<u>General Fund</u>
ASSETS	
Cash - Operating 2	\$ 296,377
Accounts Receivable	11
Accounts Receivable - External (Pass through Purchases)	278
Property tax receivables	540,064
Prepaid Expenses	758
TOTAL ASSETS	<u>\$ 837,488</u>
LIABILITIES	
Accounts Payable	\$ 46,955
Tax Payable - Sales Tax	1,320
Tax Payable - Use Tax	(21)
TOTAL LIABILITIES	<u>48,254</u>
DEFERRED INFLOWS OF RESOURCES	
Unavailable revenue - property taxes	540,065
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>540,065</u>
FUND BALANCE	
Fund balance	249,169
TOTAL FUND BALANCE	<u>249,169</u>
TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND BALANCE	<u>\$ 837,488</u>

WPR Road & Fire District
Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Fiscal Period July 1, 2025 - March 31, 2026

	PTD Actuals	PTD Budget	PTD VAR	Annual Budget
REVENUE AND OTHER SOURCES				
Snow Removal	\$ 3,632	\$ 3,600	\$ 32.47	\$ 3,600
Property Taxes	379,379	379,378	1	395,550
Asset Contribution	15,018,941	15,018,941	(0)	15,018,941
Projects	178,580	178,579	1	250,000
Proceeds from the issuance of debt	1,405,691	1,405,691	0	1,879,896
TOTAL REVENUE AND OTHER SOURCES	16,986,224	16,986,189	35	17,547,987
EXPENDITURES AND OTHER USES				
MGMT EXPENSES				
Management Fees	268,200	268,200	-	357,600
Education	15,908	15,908	(0)	18,000
Uniforms	1,731	1,730	(1)	2,000
TOTAL MGMT EXPENSES	285,839	285,838	(1)	377,600
OUTSIDE SERVICES/CONSULTING				
Professional Fees - Accounting	18,000	18,000	-	24,000
Professional Fees - Assurance	14,500	14,500	-	14,500
Professional Fees - Legal	3,255	3,255	1	12,631
Professional Fees - Other	29,329	29,328	(1)	43,500
Consulting Fees	1,365	1,365	-	15,840
TOTAL OUTSIDE SERVICES/CONSULTING	66,448	66,448	(0)	110,471
FACILITY EXPENSES				
Utilities - Electricity	1,727	1,727	(0)	4,414
Utilites - Gas/Propane	2,801	2,800	(1)	5,215
Utilities - Water	424	424	-	636
R&M - Facilities	3,121	3,121	0	6,000
TOTAL FACILITY EXPENSES	8,073	8,072	(1)	16,265
CORPORATE EXPENSES				
Publications & Notices	415	415	-	415
Bank Service Fees	162	162	0	300
Office Supplies	784	783	(1)	2,500
I/T - Software (Including Subscriptions)	107,544	107,544	0	109,100
Communications - Radio	972	972	-	1,296
Insurance - All	10,848	10,849	1	17,303
Contingency	-	-	-	34,550
TOTAL CORPORATE EXPENSES	120,725	120,725	0	165,464
ROAD EXPENSES				
Roads - Surface Repairs & Treatment	116,272	116,273	1	220,000
Roads - Lights & Signage	2,676	2,676	(0)	6,000
Roads - Guardrail Repair	35	35	0	6,000
Roads - Consumables - tire chains-cutting edges-fluids-etc	27,506	27,506	0	37,506
Roads - Snow Removal Operating Supplies	44,954	44,954	(0)	50,000
TOTAL ROAD EXPENSES	191,442	191,444	2	319,506
STORM EXPENSES				
R&M - Storm Box	2,323	2,323	0	25,000
R&M - Storm-Rip Rap Swale	-	-	-	18,000
R&M - Storm-Concrete Swale	-	-	-	5,000

WPR Road & Fire District
Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Fiscal Period July 1, 2025 - March 31, 2026

	PTD Actuals	PTD Budget	PTD VAR	Annual Budget
R&M - Storm-Detention Basin	-	-	-	5,000
TOTAL STORM EXPENSES	2,323	2,323	0	53,000
WALLS/BRIDGE EXPENSES				
Inspection Costs - Walls/Bridges	-	-	-	35,000
R&M - Walls/Bridges	-	-	-	12,000
TOTAL WALLS/BRIDGE EXPENSES	-	-	-	47,000
FIRE EXPENSES				
Fire Services Agreement (One Time)	325,500	325,500	-	325,500
Fire Services Agreement (Monthly)	304,922	304,922	0	406,562
TOTAL FIRE EXPENSES	630,422	630,422	0	732,062
OPERATION EXPENSES				
Supplies - Hand Tools	10,812	10,812	(0)	30,000
Supplies - Stock Supplies	7,428	7,427	(1)	22,500
Equipment Rental	123,500	123,500	-	219,718
Small Equipment	3,724	3,724	0	12,000
Fuel and Lubricants	15,750	15,750	0	38,702
Vehicle Maintenance	19,206	19,207	1	69,497
TOTAL OPERATION EXPENSES	180,420	180,420	(0)	392,417
FIXED ASSETS				
FA - Vehicles	465,366	465,366	0	465,366
FA - Equipment	108,916	108,917	1	141,692
FA - PP&E	-	-	-	-
FA - Infrastructure	15,018,941	15,018,941	0	15,018,941
TOTAL FIXED ASSETS	15,593,222	15,593,224	2	15,625,999
TOTAL EXPENDITURES AND OTHER USES	17,078,914	17,078,916	2	17,839,784
NET CHANGE IN FUND BALANCE	(92,690)	(92,727)	37	(291,797)
BEGINNING FUND BALANCE	342,119	323,533	-	323,533
ENDING FUND BALANCE	\$ 249,429	\$ 230,806	\$ 37	\$ 31,736

Slurry Coat & Asphalt RFPS



REQUEST FOR PROPOSALS (RFP) FOR ROAD SURFACE IMPROVEMENTS

RFP No. 2026-03

Issued by: Wasatch Peaks Ranch Road and Fire District ("District")

Issue Date: May 15, 2026

Proposal Due Date: June 15, 2026 5:00 PM

1. Introduction

The WPR Road and Fire District ("District") is soliciting proposals from qualified vendors ("Vendor") to perform slurry coat in compliance with all applicable federal, state, and local laws, regulations, codes, and industry standards. The Road Surface Improvements will serve designated residential properties within the district's service area in Morgan County, Utah.

This RFP describes the scope of work, proposal requirements, and evaluation criteria for selection. The successful Vendor will enter into a contract under the terms set forth in this RFP and an accompanying Infrastructure Construction Agreement.

2. Project Summary

Project Name: WPR Road Surface Improvements - 2026

Effective Date: Upon contract execution

Location: Morgan County, Utah

All questions or inquiries must be in writing to Nate Bell, nbell@wprutilitydistrictutah.gov by June 10, 2026 at 5:00 PM.

3. Scope of Work

The intent is to select a preferred contractor to supply Wasatch Peaks Ranch Road and Fire District with type II slurry placement and traffic control for a term of three years. Size and scope of work will vary from project to project with an expected average of 300,000 square feet per year. All work within the three-year term will be treated as time and material using the provided unit costs in this bid.

4. Specifications

UDOT Section 02789 (see attached)

5. Pricing and Fees

Vendors must submit detailed pricing information with their response that includes pricing for the following items, including any added fees and charges:

Mobilization costs per occurrence	\$
Price per square foot application	\$
Traffic control hourly rate	\$
Surface preparation (sweeping) per hour.	\$
Infrastructure coverings per	\$

All cost and pricing info must be submitted separately and clearly marked as such.

6. Proposal Submission Requirements

Each proposal must include the following:

- **Vendor Information:** Company name, address, and point of contact.
- **Executive Summary:**
- **Experience and Qualifications:** Please describe any similar projects you've supplied materials for, including quantities and locations.
- **Product Quality:** Please provide documentation or certifications related to the quality and standards of the products offered.
- **Pricing Proposal:** Summary of all pricing and fees.
- **Availability:** Explanation of required scheduling deadlines and flexibility.
- **Warranty:** Please provide details on any warranties offered for the products.
- **References:** minimum of 3 similar projects.

Proposals must be submitted electronically in PDF format to Nate Bell at nbell@wprutilitydistrictutah.gov

7. Evaluation Criteria

The District will review each proposal and select a preferred supplier based on the following criteria:

Criteria	Weight
Experience & Qualifications	20%
*Pricing	30%
Product Quality	20%
**References	20%
Delivery Time	10%

** The District will use the following cost formula to evaluate Pricing: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. The formula to compute the points is: Cost Points x (Lowest Proposed Price/Proposed Price).*

*** Reference scoring will be based on feedback received from the Offeror's references.*

All proposals will be evaluated in accordance with the requirements of the Utah Procurement Code, including UCA 63G-6a-707. The RFP shall be awarded to the highest scoring, responsive and responsible Offeror meeting the stated RFP requirements.

8. Schedule

Activity	Date
RFP Issued	May 15, 2026
Deadline for Questions	June 10, 2026
Proposal Submission Deadline	June 15, 2026
Interviews (if applicable)	N/A
Anticipated Award Date	July 1, 2026
Deliver Date	Start: July 1, 2026 Expires: June 30, 2029

9. Additional Information

- Questions regarding the content of the scope, selection, and proposal requirements should be directed to: Nate Bell via email at nbell@wprutilitydistrictutah.gov.
- All proposals become public records upon submission.
- The selected Vendor will be required to enter into an Infrastructure Construction Agreement with the District.
- All expenses relating to responding to this RFP, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the responder. The District assumes no liability for any costs incurred by a responder in responding to this RFP.
- AI-generated qualifications will not be accepted. It's crucial that all requirements are addressed and answered by the vendors' personnel with accurate information pertaining to their company.

EXHIBIT 1

Additional Specifications

SECTION 02789

ASPHALT SLURRY SEAL COAT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Placing a mixture of fine graded aggregate, mineral filler, emulsified asphalt, and water.

1.2 RELATED SECTIONS Not Used

1.3 REFERENCES

- A. AASHTO M 17: Mineral Filler for Bituminous Paving Mixtures
- B. AASHTO M 29: Fine Aggregate for Asphalt Mixtures
- C. AASHTO M 208: Cationic Emulsified Asphalt
- D. AASHTO T 11: Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
- E. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates
- F. AASHTO T 96: Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- G. AASHTO T 104: Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
- H. AASHTO T 176: Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
- I. AASHTO T 278: Surface Frictional Properties Using the British Pendulum Tester
- J. AASHTO T 279: Accelerated Polishing of Aggregates Using the British Wheel
- K. International Slurry Seal Association (ISSA) A105 Guidelines
- L. UDOT Quality Management Plan
- M. UDOT Minimum Sampling and Testing Requirements

1.4 DEFINITIONS Not Used

1.5 SUBMITTALS

- A. Mix Design and test results for review.
 - 1. Meet the requirements of this Section, Article 2.7.
 - 2. Include target gradation for combined aggregate and mineral filler.
 - 3. Additive list and dosage rates from mix design.
- B. Test reports for aggregate for information.
 - 1. Meet the requirements of this Section, Article 2.2.
- C. Manufacturer's Certificate of Compliance for Mineral Filler for information.
- D. Verification that the emulsified asphalt supplier adheres to UDOT Quality Management Plan 508 Asphalt Emulsion for information.
 - 1. Certificate of analysis/compliance from the manufacturer for each shipment.

1.6 ACCEPTANCE

- A. Sampling and testing of material is according to UDOT Minimum Sampling and Testing Requirements.
- B. Meet the Target Tolerance of Table 1.

PART 2 PRODUCTS

2.1 EMULSIFIED ASPHALT

- A. Use a cationic emulsified asphalt grade CQS-1h according to AASHTO M 208.

2.2 AGGREGATE

- A. Use 100 percent manufactured sand, slag, crushed fines, or a combination. Refer to AASHTO M 29.
- B. Use aggregate that is clean and free from organic matter or other detrimental substances.

- C. Use an aggregate blend with a sand equivalent of 45 or more. Refer to AASHTO T 176.
- D. Meet a minimum polishing value of 31. Refer to AASHTO T 278 and AASHTO T 279.
- E. Use aggregate with 35 percent or less loss by abrasion. Refer to AASHTO T 96.
- F. Meet 15 percent soundness maximum using Na₂ SO₄. Refer to AASHTO T 104.

2.3 MINERAL FILLER

- A. Use Portland Cement, hydrated lime, or aluminum sulfate. Refer to AASHTO M 17.

2.4 COMBINED AGGREGATE AND MINERAL FILLER

- A. Use a job mix or target gradation within the gradation band.
 - 1. Base the mix design on this gradation.
 - 2. The percent passing each sieve after the target gradation has been submitted will not vary by more than the target tolerance and still remain within the gradation band in Table 1.
 - 3. Refer to AASHTO T 11 and AASHTO T 27.

Table 1		
Gradation		
Sieve Size	Gradation Band (% Passing)	Target Tolerance
3/8 inch	100	
No. 4	70-90	+/- 5%
No. 8	45-70	+/- 5%
No. 16	28-50	+/- 5%
No. 30	19-34	+/- 5%
No. 50	12-28	+/- 4%
No. 100	7-18	+/- 3%
No. 200	5-15	+/- 2%

2.5 WATER

- A. Potable and free from harmful salts and contaminants.

2.6 ADDITIVES

- A. Additives may be used to accelerate or retard the break-set of the slurry seal or to improve the resulting finished surface.

2.7 SLURRY SEAL MIX DESIGN

- A. Use a Department approved laboratory that is qualified to perform the ISSA A105 tests listed in Table 2.
1. Use the same materials and aggregate gradation to be used on the project.

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB 106	Slurry Seal Consistency	2cm Minimum / 3cm Maximum
ISSA TB-139 For quick-traffic systems	Wet Cohesion 30 Minutes Minimum (Set) Wet Cohesion 60 Minutes Minimum	12 kg-cm Minimum 20 kg-cm Minimum
ISSA TB 109 For heavy-traffic areas only	Excess Asphalt by LWT Sand Abrasion	50 g/ft ² Maximum (538 g/m ² Maximum)
ISSA TB-114	Wet Stripping	Pass (90% Minimum)
ISSA TB-100	Wet-Track Abrasion Loss, One-hour Soak	75 g/ft ² (807 g/m ²)
ISSA TB-113	Mix Time**	Controllable to 180 Seconds Minimum

- ** Perform the mixing test and set-time test at the highest temperatures expected during construction.

2.8 EQUIPMENT

- A. Use only a machine designed and manufactured specifically for blending, mixing, and placing slurry seal.
1. Mix the material in a self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design.
 - a. Continuous-run machines – Equipped to self-load materials while continuing to lay slurry seal.
 - b. Either type machine – Accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving mixer and to discharge the mixed product on a continuous-flow basis.

2. Maintain sufficient storage capacity within the machine for aggregate, emulsified asphalt, mineral filler, control additive, and water to maintain an adequate supply to the proportioning controls.
- B. Calibrate each mixing unit in the presence of the Engineer before a machine is used on a project.

PART 3 EXECUTION

3.1 LIMITATIONS

- A. Do not apply slurry seal during rain, when road surface moisture is present, or during other adverse weather conditions.
- B. Do not apply slurry seal if either the pavement or air temperature is below 50 degrees F.
- C. Do not apply slurry seal when the temperature is projected to be below 33 degrees F within 24 hours of placing slurry seal.
- D. Keep traffic off roadway surface until the slurry seal has cured.

3.2 STOCKPILE

- A. Remove material not meeting specifications from the stockpile area.
- B. Stockpiles not meeting gradation requirements may be corrected and must be retested before use.

3.3 PREPARATION

- A. Clean the surface of all dirt, sand, dust, oil, and other objectionable material immediately before applying the slurry.
- B. Allow cracks to dry thoroughly before applying slurry seal when using water to clean the surface.
- C. Protect manholes, valve boxes, drop inlets, and other service utility entrances before surfacing.

3.4 APPLICATION

- A. Pre-wet the entire surface by fogging ahead of the slurry box.
 - 1. Do not over apply, causing free water to sit on the pavement in front of the slurry box.
- B. Use additives as required in accordance with the authorized additive list and dosage rates submittal.
- C. Carry a sufficient amount of slurry in all parts of the spreader at all times so that full width and complete coverage is obtained with no streaks or narrow spots.
 - 1. Avoid overloading the spreader.
- D. Apply slurry mixture of proper consistency at an average rate of 18 to 22 lb/yd² of dry aggregate.
- E. Do not add additional water for any reason, once the mixture has been placed onto the road surface.
- F. Remove and replace the slurry if any of the following occurs:
 - 1. Lumping, balling, or unmixed aggregates.
 - 2. Separation of the coarse aggregate from the emulsion and fines.
 - 3. Settling of the coarse aggregate to the bottom of the mix.
 - 4. Excessive breaking of emulsion inside the spreader box.
 - 5. Streaking caused by oversized aggregate.

3.5 FINISHING DETAILS

- A. Do not create build-up when constructing longitudinal and transverse joints.
- B. Place slurry seal adjacent to concrete pavements or concrete curb and gutter with a straight longitudinal edge.
 - 1. Do not allow over-lap on these areas.
 - 2. Remove slurry seal placed on concrete.
- C. Maintain straight lines at all locations.
- D. Place slurry seal at side streets and intersections out to right-of-way line.

- E. Use hand squeegees to spread slurry in areas that cannot be reached with slurry seal machine.
 - 1. Lightly dampen areas before mix placement.
 - 2. Provide complete and uniform coverage.
 - 3. Avoid unsightly appearance from hand work.
 - 4. Use the same type of finish in hand worked areas as applied by the spreader box.
- F. Use construction paper or comparable products so all beginning and ending joint lines from each construction pass are straight.

END OF SECTION

Asphalt Slurry Seal Coat
02789 – Page 7 of 7

2026 Standard Specifications
Latest Revision: [September 8, 2022](#)



REQUEST FOR PROPOSALS (RFP) FOR ASPHALT IMPROVEMENTS

RFP No. 2026-01

Issued by: Wasatch Peaks Ranch Road and Fire District ("District")

Issue Date: May 15, 2026

Proposal Due Date: June 15, 2026, 5:00 PM

1. Introduction

The WPR Road and Fire District ("District") is soliciting proposals from qualified vendors ("Vendor") to perform asphalt improvements ("Asphalt Improvements") in compliance with all applicable federal, state, and local laws, regulations, codes, and industry standards. The Asphalt Improvements will serve designated residential properties within the District's service area in Morgan County, Utah.

This RFP describes the scope of work, proposal requirements, and evaluation criteria for selection. The successful Vendor will enter into a contract under the terms set forth in this RFP and an accompanying Infrastructure Construction Agreement.

2. Project Summary

Project Name: WPR Road and Fire District Asphalt Improvements

Effective Date: Upon contract execution

Location: Morgan County, Utah

All questions or inquiries must be in writing to Nate Bell, nbell@wprutilitydistrictutah.gov by June 10, 2026 5:00 PM.

3. Scope of Work

The intent is to select a preferred contractor to supply Wasatch Peaks Ranch Road and Fire District with asphalt (HMA), asphalt placement, and traffic control for a term of three years. Size and scope of work will vary from project to project. All work within the three year term will be treated as time and material using the provided unit costs in this bid.

4. Specifications

2026 UDOT 2026 Standard Specifications Book For Roadway and Bridges

- ½" Sieve SUPERPAVE Mix Design Series No. 2

REFERENCES

A. AASHTO Standards:

- M323 Superpave Volumetric Mix Design, Single User Digital Publication
- R18 Standard Recommended Practice for Establishing and Implementing a Quality Management System for Construction Materials Testing Laboratories
- R30 Mixture Conditioning of Hot-Mix Asphalt (HMA)
- T324 Hamer Wheel-Track Testing of Compacted Hot-Mix Asphalt (HMA)

B. Asphalt Institute Standards:

SP-2 SUPERPAVE Mix Design Series No. 2

- Section 02748 Prime and Tack Coat

5. Pricing and Fees

Vendors must submit detailed pricing information with their response that includes pricing for the following items, including any added fees and charges:

HMA costs per ton including trucking and placement.	\$
Tack Coat per square foot including placement.	\$
Cost per hour traffic control	\$
Testing cost per occurrence	\$
Mobilization per occurrence	\$

All cost and pricing info must be submitted separately and clearly marked as such.

6. Proposal Submission Requirements

Each proposal must include the following:

- **Vendor Information:** Company name, address, and point of contact.
- Executive Summary:
- **Experience and Qualifications:** Please describe any similar projects you've supplied materials for, including quantities and locations.
- **Product Quality:** Please provide documentation or certifications related to the quality and standards of the products offered.
- **Pricing Proposal:** Summary of all pricing and fees.
- **Availability:** Explanation of required scheduling deadlines and ability to respond to emergency repairs.
- **Warranty:** Please provide details on any warranties offered for the products.
- **References:** minimum of 3 similar projects.

Proposals must be submitted electronically in PDF format to Nate Bell at nbell@wprutilitydistrictutah.gov

7. Evaluation Criteria

The District will review each proposal and select a preferred supplier based on the following criteria:

Criteria	Weight
Experience & Qualifications	20%
*Pricing	30%
Product Quality	20%
**References	20%
Delivery Time	10%

** The District will use the following cost formula to evaluate Pricing: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. The formula to compute the points is: Cost Points x (Lowest Proposed Price/Proposed Price).*

*** Reference scoring will be based on feedback received from the Offeror's references.*

All proposals will be evaluated in accordance with the requirements of the Utah Procurement Code, including UCA 63G-6a-707. The RFP shall be awarded to the highest scoring, responsive and responsible Offeror meeting the stated RFP requirements.

8. Schedule

Activity	Date
RFP Issued	May 15, 2026
Deadline for Questions	June 10, 2006
Proposal Submission Deadline	June 15, 2026
Interviews (if applicable)	NA
Anticipated Award Date	April July 1, 2026
Deliver Date	Start: July 1, 2026 Expires: June 30, 2029

9. Additional Information

- Questions regarding the content of the scope, selection, and proposal requirements should be directed to in writing to Nate Bell; nbell@wprutilitydistrictutah.gov.

- All proposals become public records upon submission.
- The selected Vendor will be required to enter into an Infrastructure Construction Agreement with the District.
- All expenses relating to responding to this RFP, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the responder. The District assumes no liability for any costs incurred by a responder in responding to this RFP.
- AI-generated qualifications will not be accepted. It's crucial that all requirements are addressed and answered by the vendors' personnel with accurate information pertaining to their company.

EXHIBIT 1

Additional Specifications

SECTION 02748

PRIME COAT/TACK COAT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Materials and procedures for applying prime and tack coat.

1.2 RELATED SECTIONS

- A. Section 02745: Asphalt Material

1.3 REFERENCES

- A. AASHTO M 82: Cutback Asphalt (Medium-Curing Type)
- B. AASHTO M 208: Cationic Emulsified Asphalts
- C. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates
- D. AASHTO T 201: Kinematic Viscosity of Asphalts (Bitumens)
- E. ASTM D 5095: Determination of the Nonvolatile Content in Silanes, Siloxanes and Silane-Siloxane Blends Used in Masonry Water Repellent Treatments

1.4 DEFINITIONS

- A. Emulsified Asphalt – A group of asphalt products using water and soap (emulsifier) to reduce viscosity. These products consist of approximately 60 percent asphalt and 40 percent emulsifier.
 - 1. Undiluted - No additional water has been added to the emulsion
 - 2. 1:1 Dilute - One part emulsion to 1 part water
 - 3. 2:1 Dilute – Two parts emulsion to 1 part water
- B. Prime coat – Liquid asphalt applied to a prepared subgrade.
- C. Tack coat – Emulsified asphalt to the existing surface or new pavement surface and intermediate lifts.

1.5 SUBMITTALS

- A. Material invoice or bill of lading for information.
- B. Prime coat/tack coat work plan for review.
 - 1. Include quantities, rate of application, temperatures and areas to be treated.
 - 2. Refer to this Section, Article 3.2 for application rates.
- C. Request to dilute emulsified asphalt for approval.

PART 2 PRODUCTS

2.1 PRIME COAT

- A. MC-70 or MC-250. Refer to AASHTO M 82.
 - 1. Do not dilute.

2.2 TACK COAT

- A. CQS-1h or CSS-1h emulsified asphalt. Refer to AASHTO M 208 and Section 02745.
 - 1. Use specified emulsion or select emulsion according to the time constraints required for Maintenance of Traffic (MOT) and the ability to fully cure before allowing traffic on the tack coat.
 - a. A diluted product may be used to better control distribution when the residual application rate is small (0.03 gal/yd²).
 - b. Dilute at terminal only.
 - c. Do not change dilution before obtaining approval from the Engineer.
 - 2. A cationic organosilane additive with a minimum nonvolatile content of 38 percent may be used. Refer to ASTM D5095
 - a. Use a dosage from 0.7 percent to 1.0 percent by weight of the emulsion.
 - b. Modify the emulsified asphalt requirements to meet a maximum cement mixing test of 10 percent.

2.3 BLOTTER MATERIAL

- A. Granular material meeting Table 1. Refer to AASHTO T 27.

Table 1		
Granular Materials		
Sieve Size	Percent Passing	
No. 4	90 to 100	
No. 10	25 to 80	
No. 200	0 to 15	

PART 3 EXECUTION

3.1 SURFACE PREPARATION

- A. Prime Coat
 - 1. Verify the base material meets all contract requirements prior to placement.
 - 2. Clean the surface of all materials that prevent bonding to the existing surface.
- B. Tack Coat
 - 1. Clean the surface of all materials that prevent the tack coat from bonding to the existing surface such as mud, dirt, and leaves.

3.2 APPLICATION

- A. Use a pressure distributor to apply the asphalt in a uniform, continuous spread.
 - 1. Keep the viscosity between 50 and 100 centistokes. Refer to AASHTO T 201.
- B. Apply prime coat according to the authorized work plan to prepared grade at an application rate of 0.5 gal/yd²
 - 1. Spread blotter material if the prime coat does not penetrate.
 - a. Use the quantities required to absorb the excess asphalt.
 - 2. Keep construction traffic off the prime coat until it has cured and dried.
- C. Apply tack coat according to the authorized work plan between all lifts of Asphalt Mix and to all surfaces, including vertical that will come in contact with Asphalt Mix.
 - 1. Meet the residual application rate shown in Table 2.
 - a. Undiluted, 1:1 Dilute and 2:1 Dilute application rates shown are based on 60 percent residual asphalt.

- b. Adjust application rate if emulsion is not 60 percent residual asphalt to achieve required residual rate.
 - c. Adjust application rates according to field conditions.
2. Cover all tacked surface areas with surfacing materials the same day the tack coat is applied.

Table 2				
Application Rate (gal/yd ²)				
Existing Pavement Condition	Residual	Undiluted	1:1 Dilute	2:1 Dilute
New Asphalt Mix	0.03	0.05	0.10	0.08
Oxidized Asphalt Mix	0.05	0.09	0.18	0.13
Milled Asphalt Mix	0.07	0.12	0.24	0.18
Milled PCCP	0.07	0.12	0.24	0.18
PCCP	0.05	0.09	0.18	0.13

- D. Do not apply prime coat or tack coat:
- 1. On a wet surface or where surface conditions prevent proper adhesion.
 - 2. When the surface temperature is below 50 degrees F.
 - 3. When weather conditions prevent proper adhesion.
- E. Protect all structures including items such as guardrails and guide posts from being spattered or marred.

END OF SECTION

Plat 3A.1 Agreements

WHEN RECORDED, RETURN TO:

Carley Herrick
Wasatch Peaks Ranch
36 S. State Street, Suite 500
Salt Lake City, UT 84111

Parcel Nos.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between WASATCH PEAKS RANCH, LLC, a Delaware limited liability company (“**WPR**”) and WPR ROAD AND FIRE DISTRICT, a Utah special district, its successors and assigns (“**District**”) as of the date the last Party executes this Agreement (the “**Effective Date**”). WPR and District are at times referred to herein individually as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

A. WPR owns certain real property located in Morgan County, Utah, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (“**Property**”).

B. The Property has been subdivided and contains designated individual lots (“**Lots**”) and private roads (“**Roads**”), as further indicated on and defined in in that certain Wasatch Peaks Ranch Plat 6A (“**Plat**”), recorded in the Official Records of the Morgan County Recorder (“**Official Records**”), on January 5, 2026, as Entry No. 170721 in Book 428 at Page 1099, and the accompanying Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements, recorded in the Official Records on May 3, 2022, as Entry No. 160853, in Book 391, Page 402, that certain First Supplemental Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 1, 2023, as Entry No. 163348, in Book 399, Page 1242, that certain Second Supplemental Declaration and First Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 1, 2023, as Entry No. 163355, in Book 399, Page 1288, that certain Third Supplemental Declaration and Second Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on November 8, 2023, as Entry No. 164605, in Book 404, Page 853, that certain Fourth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Recorded on February 16, 2024, as Entry No. 165236, in Book 407, Page 15, that certain Fifth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 15, 2024, as Entry No. 165881, in Book 409, Page 1378, that certain Third Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on September 6, 2024, as Entry No. 166761, in Book 413, at Page 715, that certain Sixth Supplemental Declaration to Master Declaration for

Wasatch Peaks Ranch recorded in the Official Records on April 18, 2025, as Entry No. 168442, in Book 419, Page 1388; that certain Seventh Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on January 6, 2026, as Entry No. 170735, in Book 428, Page 1181; and that certain Eighth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May __, 2026, as Entry No. ____, in Book __, Page ____ (collectively “**Declaration**”), as the same may be further supplemented and amended from time to time.

C. Concurrently with the recording of this Agreement in the Official Records, or soon thereafter, WPR plans to record a deed to the Wasatch Peaks Homeowners Association, a Utah nonprofit corporation (“**Association**”), conveying the Roads within the Property to the Association.

D. The Property, as a whole, including, without limitation, all improvements, facilities, Common Elements, and Roads shall remain private, and shall not be construed to, in any way, benefit or be for the use of the general public.

E. District is a “Special District” formed in accordance with Utah Code Ann. §§17B-1-101, *et seq.*, as amended (“**Act**”) and pursuant to Morgan County Resolution CR-21-04, Morgan County, Utah, which creation is affirmed by that certain Certificate of Creation from the Office of the Lieutenant Governor of the State of Utah, dated August 26, 2021, and recorded in the Official Records on December 6, 2021 as Entry No. 159242, Book 385, Page 1504.

F. District is obligated to provide certain services to the Property (collectively, “**Services**”), including without limitation fire protection; the option to collect garbage; garbage disposal; construction and maintenance of private roads; control and abatement of earth movement; construction, operation, and maintenance of storm drainage and flood control structures and improvements; and any and all other duties and obligations of the District pursuant to Utah law; local and municipal ordinance; relevant provisions in the Declaration; and any and all private, unrecorded documents creating and detailing District’s obligations and duties relevant to the provision of the Services.

G. It is in WPR’s interest that, although the Property is privately owned and operated, District have all access and use rights required to fulfill District’s obligation to provide the Services.

H. Subject to the terms and conditions set forth below, WPR and District do now enter into this Agreement to create such access and use rights as District requires to fulfill its obligations as a special district duly formed in accordance with the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** Each and all of the recitals above are true and are incorporated herein for any and all purposes.

2. **Grant of Easement.** WPR hereby grants and conveys to District for use by District's employees, contractors, subcontractors, licensees, invitees, and agents ("**District's Users**"):

2.1. **Common Easement.** A non-exclusive easement in gross on, over, under, across and through the entire Property excepting the BAEs as such are defined and depicted on the Plat ("**Common Easement Area**") for the purposes of (a) vehicular and pedestrian access, ingress to and egress from the Easement Area; and (b) use of the Easement Area for the purpose of providing the Services ("**Common Easement**"); and

2.2. **Road and Fire Easement.** A non-exclusive easement in gross on, over, under, across and through the "Utility Access Easement" or "UAE" as such are depicted on the Plat ("**R&F Easement Area**", and collectively with the Common Easement Area, "**Easement Area**") for the purposes of (a) vehicular and pedestrian access, ingress to and egress from the R&F Easement Area, and (b) use of the R&F Easement Area for the purpose of providing the Services ("**R&F Easement**", and collectively with the Common Easement, "**Easement**").

2.3. **Reservation by WPR.** WPR reserves to itself, its successors and assigns, all rights and uses other than those granted herein, including the right to grant additional easements, licenses, rights of way, and other access and use rights in, under, over, across, and through the Property, including without limitation the Easement Area.

3. **Conditions of Use.**

3.1. **Common Easement.** District may exercise its rights under this Agreement at any time so long as it provides seven (7) days' notice in writing to the underlying fee owner of the Common Easement Area prior to entry onto or use of any portion of the Common Easement Area ("**Common Entry Notice**"). Under exigent or emergency circumstances, the District is not required to provide such Common Entry Notice and may, without any notice whatsoever, enter upon the Common Easement Area at any time for so long as is reasonably necessary to address such exigent or emergency circumstances.

3.2. **R&F Easement.** District may exercise its rights under this Agreement at any time so long as it provides seven (7) days' notice in writing to the underlying fee owner of the R&F Easement Area prior to entry onto or use of any R&F Easement Area ("**R&F Entry Notice**").

Upon providing the R&F Entry Notice, District has the right to exercise its rights under the R&F Easement Monday through Friday between the hours of 9:00 am and 7:00 pm Mountain Time. Under exigent or emergency circumstances, the District is not required to provide such R&F Entry Notice and may, without any notice whatsoever, enter upon the R&F Easement Area at any time for so long as is reasonably necessary to address such exigent or emergency circumstances.

4. **Maintenance and Repair.** From and after the Effective Date:

4.1. **Common Easement Area.** District shall be responsible for and shall maintain, repair and replace all facilities and improvements within the Common Easement Area and the Common Easement Area itself in good and safe condition and repair including, without limitation, weed abatement, cleaning and debris removal, landscape and erosion repairs, snow and ice removal, installation and repair of guardrails, streetlights, trail and traffic signs and signals, if any, and all other Services and other requirements consistent with all state and local laws, any and all documents of record, and any and all private unrecorded agreements entered into by any two or more Parties. WPR, its successors and assigns shall have no direct responsibility for such maintenance and repair.

4.2. **R&F Easement Area.** To the extent District accesses and uses the R&F Easement Area for the purposes permitted hereunder, District shall, at its sole cost and expense, return the R&F Easement Area to the same or better condition as prior to District's use thereof.

5. **No Abandonment.** No act or failure to act on the part of District or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by District, its successors or assigns, of a relinquishment and release of easement or a quitclaim deed specifically conveying the Easement back to then-current fee owners of the Easement Area.

6. **WPR's Covenants.** WPR hereby covenants to District:

6.1. **Authority.** WPR represents and warrants that WPR owns the Property in fee simple and each person signing this Agreement on behalf of WPR is authorized to do so.

6.2. **No Interference.** WPR's activities and any grant of rights WPR makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with the exercise of District's rights pursuant to this Agreement. WPR may, without the consent of District, make improvements to the Property so long as such improvements do not restrict or impede District's access to and use of the Easement Area, or which otherwise negatively impact District's rights hereunder.

6.3. **Requirements of Government Authorities.** WPR shall reasonably assist and cooperate with District, at District's expense, in complying with or obtaining any land use permits

or other approvals required by District in connection with the exercise of District's rights hereunder.

6.4. Quiet Enjoyment. As long as District observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement without hindrance or interruption by WPR or any person lawfully or equitably claiming by, through or under WPR, or as WPR's successors in interest.

6.5. Taxes. WPR shall timely and properly pay all real property taxes for the Property.

7. **District's Covenants.** District hereby covenants to WPR that:

7.1. Insurance. District shall obtain and maintain in force policies of insurance covering District's activities on the Property at all times during the term of this Agreement, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of Three Million and 00/100 Dollars (\$3,000,000.00), provided that such amount may be provided as part of a blanket policy covering other properties, and which names WPR as an additional insured party. District hereby acknowledges and accepts that all risk of loss to any and all improvements currently owned by WPR that are or may be damaged in District's performance of the Services shall be on District with the proceeds from insurance thereon payable to WPR. WPR and District hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by insurance policies insuring the Easement Area and any of District's property to the extent of any insurance proceeds actually received by such Party, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

7.2. Indemnity. District shall indemnify, defend and hold WPR and WPR's members, employees, contractors, representatives, agents, tenants, licensees, invitees, successors and assigns (collectively, "**WPR Indemnified Parties**") harmless from any and all losses, claims, liabilities, cause of actions, damages and expenses, including , without limitation, reasonable attorneys' fees (each, a "**Liability**"), arising out of or related to WPR Indemnified Parties' use of the Easement Area, including, but not limited to, any Liability for personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Easement Area by District or District's Users (but excluding any Liability arising out of the use of the Easement Area by one or more WPR Indemnified Party, or out of the gross negligence or willful misconduct of one or more WPR Indemnified Party. The provisions of this Section 7.2 shall survive termination of this Agreement and any and all relinquishments and releases of any or all of the rights granted hereunder.

8. **Assignment.** The Easement is an easement in gross and, as such, is personal to District and may not be transferred or assigned by District except as reasonably required for District, or a successor to District's interests, duties, and obligations to continue to provide the Services for the benefit of WPR, WPR's successors in interest, and the Property. Under no circumstances shall District or District's successors or assigns transfer or assign District's interest in this Agreement to any member of the general public. In the event of an assignment of District's entire right, title, interest, duties, and obligations pursuant to and in compliance with this Agreement, District shall be released of all further liability under this Agreement. If District has assigned an interest or granted a sub-easement with respect to all or a portion of the Property, such assignment or sub-easement shall be terminated upon cancellation or termination of this Agreement or upon the full release and relinquishment of the rights granted hereunder.

9. **Default and Termination.**

9.1. **Default.** In the event of any alleged failure to perform any obligation under this Agreement ("**Default**"), the non-defaulting Party shall give the defaulting Party and any Lender written notice thereof. The defaulting Party shall have thirty (30) days within which to cure such Default, which period may be extended to the extent reasonably necessary to complete such cure so long as such was commenced within such 30-day period and thereafter prosecuted with diligence to completion.

9.2. **District Right to Terminate.** District shall have the right to terminate this Agreement as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to WPR.

9.3. **No WPR Right to Terminate.** It is expressly agreed that no breach of this Agreement shall entitle WPR to cancel, rescind or otherwise terminate this Agreement; provided, however that this provision shall not limit or otherwise affect any other right or remedy which WPR may have hereunder by reason of any breach of this Agreement. In addition, if District or any assignee holds an interest in less than all of this Agreement or the Easement, any default under this Agreement shall be deemed remedied, as to District's or such assignee's partial interest, and WPR shall not disturb such partial interest, if District or such assignee, as the case may be, has cured its pro rata portion of the default.

10. **Miscellaneous.**

10.1. **Notices.** All notices or other communications required or permitted by this Agreement including payments to WPR, shall be in writing and shall be deemed given when personally delivered to WPR, or in lieu of such personal service, five (5) business days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by

reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party. Any notice shall be addressed as follows:

If to WPR: Wasatch Peaks Ranch, LLC
36 South State Street, Suite 500
Salt Lake City, Utah 84111

If to District: WPR Road and Fire District
36 South State Street, Suite 500
Salt Lake City, Utah 84111

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

10.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties respecting its subject matter and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement will be of no force or effect and any prior or contemporaneous written or oral agreements between or among the Parties concerning the subject matter of this Agreement are merged in and superseded by this Agreement. This Agreement shall not be modified or amended except in a writing signed by the Parties.

10.3. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without regard for its choice of law provisions.

10.4. Partial Invalidation. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect.

10.5. No Waiver. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.6. Easement In Gross; Successors and Assigns. The terms, provisions, covenants, agreements, restrictions, and conditions in this Agreement are intended to be, and shall be construed as, an easement in gross, the benefits of which are which is personal to District and its qualified and legally valid successors and assigns forever. The burden of this Agreement and duties and obligations created hereunder run with and are appurtenant to each and all of the Lots.

10.7. Crossing Agreements. WPR and District hereby agree that should any unrelated third party (i.e., any person or entity other than District or any District affiliate, successor

or assign) request a crossing agreement or encroachment agreement in connection with the crossing over, under, on or encroaching over, under, or onto the Easement Area (any such document is referred to herein as a “**Crossing Agreement**”), then WPR shall not enter into any such Crossing Agreement with such unrelated third party without first obtaining the prior written consent of District, and District shall not unreasonably withhold its consent to such Crossing Agreement unless such withholding of consent is a reasonable requirement for District to continue to meet its duties and obligations relative to the Services. WPR hereby reserves the right to grant further easements in the Easement Area, and District hereby agrees not to currently or in the future impede or interfere with WPR’s right to grant such further easements.

10.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed (which execution shall be valid whether completed and delivered on paper or via electronic or digital means), shall constitute one and the same instrument.

10.9. Attorneys’ Fees. It is understood and agreed by the Parties that the substantially prevailing Party in any dispute relating to the enforcement of the terms of this Agreement shall be entitled to recover its documented reasonable attorneys’ fees and costs (including, without limitation, attorneys’ fees, expert witness and consulting fees, and court costs) from the non-prevailing Party.

10.10. Further Cooperation. Each Party agrees, on the demand of the other, to execute or deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.

10.11. Construction. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The terms “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” The Parties acknowledge that each was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor of or against any Party because one is deemed to be the author thereof. Captions or titles used herein are for convenience of reference only and do not affect the meaning or intent hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, WPR has caused its corporate name to be hereunto affixed by its duly authorized officer this _____ day of May, 2026.

WPR:

WASATCH PEAKS RANCH, LLC,
a Delaware limited liability company
By: WASATCH PEAKS RANCH
MANAGEMENT, LLC, Its Manager

By: _____
Name: Ed Schultz
Title: Authorized Officer

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the _____ day of May, 2026, by Ed Schultz, as Authorized Officer of Wasatch Peaks Ranch, LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of the Property

BOUNDARY DESCRIPTION WASATCH PEAKS RANCH PLAT 3A FIRST AMENDMENT

The land more particularly described in the Wasatch Peaks Ranch Plat 3A First Amendment recorded in the Morgan County, Utah records on May __, 2026, as Entry No. _____ in Book ____ at Page ____, and more particularly described as follows:

Area 1

A parcel of land lying and situated in the Northwest Quarter of Section 14, Township 4 North, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the northeast corner of Lot 49, Wasatch Peaks Ranch Plat 3A, recorded November 8, 2023 as Entry No. 164599 in Book 404 on Pages 811-831 in the Morgan County Recorder's Office, said point also being 2642.67 feet North 89°22'17" West and 6183.49 feet South from the Northeast corner of Section 11, Township 4 North, Range 1 East, Salt Lake Base and Meridian, said Northeast corner being a 3" Aluminum cap monument set by the Morgan County Surveyor in 2021 and running thence South 00°05'48" West 536.24 feet along the east line of Lots 49 and 50 of said Wasatch Peaks Ranch Plat 3A; thence, along the south line of said Lot 50, the following four (4) courses: (1) North 89°57'03" West 241.12 feet, (2) South 36°24'28" West 233.68 feet, (3) South 50°26'04" West 299.63 feet, (4) South 66°26'21" West 43.20 feet to the easterly line of Wasatch Peaks Road as shown on said Wasatch Peaks Ranch Plat 3A; thence, along said easterly line the following two (2) courses: (1) North 11°50'05" West 560.41 feet, (2) northerly 75.47 feet along the arc of a 225.00 foot radius curve to the left, through a central angle of 19°13'08", chord bears North 21°26'39" West 75.12 feet, (3) North 31°03'12" West 22.22 feet to the northerly line of aforementioned Lot 49; thence, along said northerly line, North 69°53'34" East 857.41 feet to the Point of Beginning.

Area 2

A parcel of land lying and situated in the Northwest Quarter and the Southwest Quarter of Section 14, Township 4 North, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the westerly line of Wasatch Peaks Road the northerly line of Parcel 9 as shown on Wasatch Peaks Ranch Plat 3A, recorded November 8, 2023 as Entry No. 164599 in Book 404 on Pages 811-831 in the Morgan County Recorder's Office, said point also being 3496.25 feet North 89°22'17" West and 6504.20 feet South from the Northeast corner of Section 11, Township 4 North, Range 1 East, Salt Lake Base and Meridian, said Northeast corner being a 3" Aluminum cap monument set by the Morgan County Surveyor in 2021 and running thence, along said westerly line of Wasatch Peaks Road, the following ten (10) courses: (1) South 31°03'12" East 32.97 feet, (2) southeasterly 5.50 feet along the arc of a 175.00 foot radius curve to the right, through a central angle of 01°48'03", chord bears South 30°09'11" East 5.50 feet, (3) southwesterly 37.31 feet along the arc of a 20.00 foot radius compound curve to the right,

through a central angle of $106^{\circ}52'38''$, chord bears South $24^{\circ}11'09''$ West 32.13 feet, (4) South $77^{\circ}37'28''$ West 3.46 feet, (5) South $12^{\circ}22'32''$ East 50.00 feet, (6) North $77^{\circ}37'28''$ East 9.71 feet, (7) southeasterly 31.60 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of $90^{\circ}32'24''$, chord bears South $57^{\circ}06'20''$ East 28.42 feet; (8) South $11^{\circ}50'08''$ East 563.83 feet, (9) southerly 112.46 feet along the arc of a 975.00 foot radius curve to the right, through a central angle of $06^{\circ}36'32''$, chord bears South $08^{\circ}31'49''$ East 112.40 feet, (10) South $05^{\circ}13'33''$ East 99.49 feet, thence southeasterly 125.22 feet along the arc of a 175.00 foot radius curve to the left, through a central angle of $40^{\circ}59'54''$, chord bears South $25^{\circ}43'30''$ East 122.57 feet; South $46^{\circ}13'27''$ East 80.30 feet; thence southeasterly 13.26 feet along the arc of a 225.00 foot radius curve to the right, through a central angle of $03^{\circ}22'32''$, chord bearings South $44^{\circ}32'11''$ East 13.25 feet; thence South $40^{\circ}24'39''$ West 111.27 feet; thence South $25^{\circ}01'19''$ West 56.33 feet; thence South $11^{\circ}28'46''$ West 99.68 feet; thence South $08^{\circ}00'10''$ West 185.47 feet; thence South $37^{\circ}24'10''$ West 38.55 feet; thence South $61^{\circ}33'31''$ West 242.04 feet; thence North $58^{\circ}11'24''$ West 299.32 feet; thence North $21^{\circ}01'27''$ East 52.72 feet; thence North $09^{\circ}04'24''$ East 191.49 feet to the westerly line of said Wasatch Peaks Ranch Plat 3A; thence, along said westerly line, the following eleven (11) courses: (1) North $38^{\circ}23'23''$ East 60.10 feet, (2) North $30^{\circ}03'00''$ East 58.96 feet, (2) North $10^{\circ}08'15''$ East 60.80 feet, (3) North $23^{\circ}07'30''$ East 59.87 feet, (4) North $37^{\circ}21'23''$ East 60.68 feet, (5) North $32^{\circ}48'30''$ East 14.05 feet, (6) North $32^{\circ}48'30''$ East 46.80 feet, (7) North $22^{\circ}03'06''$ East 60.82 feet, (8) North $15^{\circ}47'51''$ East 61.06 feet, (9) North $26^{\circ}42'27''$ East 95.64 feet, (10) North $06^{\circ}16'13''$ West 70.33 feet, (11) North $49^{\circ}25'26''$ West 70.78 feet; thence along said westerly line and the extension of North $73^{\circ}24'33''$ West 198.46 feet; thence North $12^{\circ}53'43''$ West 302.30 feet; thence North $11^{\circ}19'14''$ East 120.31 feet; thence to the extension of the northerly line of Parcel 9 of said Wasatch Peaks Ranch Plat 3A; thence, along the extension of and the northerly line of said Parcel 9, the following seven (7) courses: (1) North $62^{\circ}57'37''$ East 106.43 feet, (2) North $81^{\circ}16'40''$ East 53.32 feet, (3) North $60^{\circ}17'46''$ East 58.47 feet, (4) North $88^{\circ}45'33''$ East 34.58 feet, (5) North $63^{\circ}57'46''$ East 37.29 feet, (6) North $73^{\circ}51'19''$ East 28.42 feet, (7) North $47^{\circ}03'26''$ East 30.76 feet to the Point of Beginning.

Lot D57

A parcel of land lying and situated in the Southwest Quarter of Section 14, Township 4 North, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the intersection of the westerly line of Wasatch Peaks Road the southerly line of Lot D55 as shown on Wasatch Peaks Ranch Plat 3A, recorded November 8, 2023 as Entry No. 164599 in Book 404 on Pages 811-831 in the Morgan County Recorder's Office, said point also being 3051.51 feet North $89^{\circ}22'17''$ West and 8071.33 feet South from the Northeast corner of Section 11, Township 4 North, Range 1 East, Salt Lake Base and Meridian, said Northeast corner being a 3" Aluminum cap monument set by the Morgan County Surveyor in 2021 and running thence, along said westerly line of Wasatch Peaks Road, the following two (2) courses: (1) South $17^{\circ}05'47''$ East 109.03 feet, (2) southerly 147.96 feet along the arc of a 475.00 foot radius curve to the right, through a central angle of $17^{\circ}50'51''$, chord bears South $08^{\circ}10'22''$ East 147.36 feet to the northerly line of Lot D58 of said Wasatch Peaks Ranch Plat 3A; thence along said northerly line South $65^{\circ}30'01''$ West 427.15 feet; thence northwesterly 56.29 feet along the arc of a 325.00 foot non-tangent radius curve to the left, through a central angle of $09^{\circ}55'23''$, chord bears North $38^{\circ}08'49''$ West 56.22 feet; thence North $43^{\circ}06'31''$ West 61.37 feet; thence

northwesterly 32.60 feet along the arc of a 175.00 foot radius curve to the right, through a central angle of $10^{\circ}40'26''$, chord bears North $37^{\circ}46'18''$ West 32.55 feet; thence North $32^{\circ}26'05''$ West 62.34 feet; thence northwesterly 91.56 feet along the arc of a 125.00 foot radius curve to the left, through a central angle of $41^{\circ}58'11''$, chord bears North $53^{\circ}25'11''$ West 89.53 feet; thence North $09^{\circ}00'03''$ East 43.78 feet to the southerly line of Lot D55; thence, along said southerly line of Lot D55, North $72^{\circ}54'13''$ East 555.32 feet to the Point of Beginning.

Parcel Nos.:



**MORGAN COUNTY
CASH ESCROW OR LETTER OF CREDIT GUARANTEE AGREEMENT**

THIS AGREEMENT, (herein Agreement), is entered into this _____ day of _____ May _____, 2026, between

******* PARTIES *******

APPLICANT: Wasatch Peaks Ranch, LLC a Delaware limited liability company
Address: 36 South State Street, Suite 500, Salt Lake City, Utah 84111
Email: gderck@wprdevco.com

AND

COUNTY: Morgan County
Address: PO Box 886 Morgan, UT 84050
Telephone: (801) 845-4015, facsimile: (801) 845-6087.

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

DISTRICTS (collectively): WPR Utility District, a special district formed under Utah Code Ann. §§17B-1-101 (Utility District)
Address: 36 South State Street, Suite 500, Salt Lake City, Utah 84111
Email: gderck@wprdevco.com

and

WPR Road & Fire District, a special district formed under Utah Code Ann. §§17B-1-101 (Road District) Address: 36 South State Street Suite 500, Salt Lake City, Utah 84111
Email: gderck@wprdevco.com

******* RECITALS *******

WHEREAS, APPLICANT desires to post the following improvement guarantee(s) (check one):

- Off-site improvement guarantee
- On-site improvement guarantee

with the COUNTY for Wasatch Peaks Ranch - **Phase 3A First Amendment** (the "Project"), as described in the Subdivision Plat (defined below).

WHEREAS, Morgan County ordinances require APPLICANT to guarantee the construction of certain improvements prior to the actual issuance of any permit(s)/approval(s) related to the above-described Project; and

WHEREAS, the terms of the issuance of said permit(s)/approval require APPLICANT to record the subdivision plat specified in Exhibit A, attached hereto and incorporated herein by this reference (the "Subdivision Plat"); and complete the facilities ("Improvements") within DISTRICTS' boundaries for the Project, specified in Exhibit B, attached hereto and incorporated herein by this reference, which Exhibit B lists the anticipated cost of the Improvements and describes Improvements related to each DISTRICT; and



WHEREAS, COUNTY will not grant said permit(s)/approval(s) until adequate provision has been made to guarantee completion of the Improvements, which are estimated by the County Engineer to cost \$1,120,726.42 and which improvements shall be installed under the direction and supervision of and in accordance with the specifications of COUNTY; and

WHEREAS, in accordance with Utah Code Ann. § 17-27a-604.5 (2021), APPLICANT has requested that COUNTY record the Subdivision Plat for the Project before completion of the Improvements; and

WHEREAS, DISTRICTS and COUNTY, in the best interest of the public, desire to assure timely and full completion and payment of the Improvements, guarantee payment of engineering, administrative, legal, and other fees attendant and related to completion of the Improvements, and provide collateral for the warranty of the Improvements; and

WHEREAS, APPLICANT will deliver to the Depository, who has been approved by the COUNTY and DISTRICTS in compliance with Morgan County Code 8-12-37, collateral of the type noted herein in compliance with the terms of this Agreement; and

WHEREAS, provision has been made by law whereby APPLICANT may file a guarantee acceptable to COUNTY and DISTRICTS to secure the actual construction of the Improvements in a manner satisfactory to COUNTY and DISTRICTS prior to the issuance of said permit(s)/approval(s).

NOW THEREFORE, in consideration of the premises and other valuable consideration, the parties agree as follows:

*** * * * * TERMS AND CONDITIONS * * * * ***

1. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property and/or improvements improperly completed, undeveloped and/or unproductive.
2. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection provided by this Agreement shall inure solely to COUNTY and the DISTRICTS and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY and DISTRICTS shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY and DISTRICTS shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement and shall have under this Agreement no obligation to make payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.
3. **AGREEMENT DOCUMENTS.** All data which is used by COUNTY and DISTRICTS to compute the cost of, or otherwise govern the design and installation of the improvements is hereby made a part of this Agreement and is incorporated herein by this reference. If this Agreement covers improvements, and/or fees required in a subdivision, this Agreement then incorporates herein by reference the subdivision plat and all data required by Title 8 of the Morgan County Code or its successor ordinance.
4. **COMPLETION DATE.** APPLICANT shall complete the Improvements within a period of twenty-four months from the date this Agreement was entered into with extensions as may be permitted in accordance with state and local statutes and ordinances.
5. **FEES.** If this Agreement covers fees required as part of a subdivision, APPLICANT shall pay the Fees required by COUNTY for the entire subdivision prior to the issuance of any building permit for the first lot in the subdivision.
6. **SPECIFIC ENFORCEMENT.** APPLICANT has entered into this Agreement with COUNTY and DISTRICTS for the purpose of guaranteeing construction of the Improvements and/or payment of the Fees. COUNTY and DISTRICTS shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to COUNTY and DISTRICTS as provided in this Agreement, and to pay the Fees.
7. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES that its obligation to complete and warrant the Improvements and/or pay the Fees and/or fulfill any other obligation under this Agreement, Morgan County ordinances, or other applicable law is independent of any obligation or responsibility of COUNTY and DISTRICTS, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Improvements and/or pay the Fees is and shall not be conditioned upon the commencement of actual construction work on the project (building, subdivision, development, etc.) or upon the sale of any lot, building or part of the project. APPLICANT further acknowledges (a) that its contractual obligation to complete and warrant the Improvements and/or pay the Fees pursuant to this Agreement is independent of any other remedy available to COUNTY or DISTRICTS to secure proper completion of the Improvements and/or payment of the Fees; (b) that APPLICANT may not assert as a defense that COUNTY or the DISTRICTS has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude COUNTY or DISTRICTS from requiring APPLICANT'S performance under this Agreement; and (c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Improvements in full and/or timely pay the Fees in full.
8. **APPLICANT'S OBLIGATION FOR COSTS.** Should APPLICANT Fail to Perform its responsibilities under this Agreement



in any degree, APPLICANT agrees to compensate the COUNTY and the DISTRICTS for all costs, including Incidental Costs, related to APPLICANT'S failure to perform its obligation to complete and warrant the Improvements or pay the fees to the extent that such costs are not adequately covered by the proceeds.

9. **INCIDENTAL COSTS.** Incidental Costs, as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or materialmen's liens, and/or any other cost and interest thereon incurred by the COUNTY and the DISTRICTS, occasioned by APPLICANT'S failure to perform any and/or all obligations under this Agreement.

10. **FAILURE TO PERFORM.** Failure to Perform or Fail to Perform, as used in this Agreement, shall mean, in addition to those events previously or subsequently described herein, the non-performance in a timely manner by a party to this Agreement of any obligation, in whole or in part, required of such party by the terms of this Agreement or required by Morgan County ordinance or other applicable law. In addition, the following shall also be considered Failure to Perform on the part of APPLICANT: APPLICANT'S abandonment of further development or sales at the project as determined by the COUNTY in consultation with the DISTRICTS; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; the commencement of a foreclosure proceeding against the project property; or the project property being conveyed in lieu of foreclosure. The occurrence of such shall give the other party or parties the right to pursue any and all remedies available at law, in equity, and/or otherwise available pursuant to the terms of this Agreement.

11. **ESCROW ACCOUNT AND POTENTIAL SUBSTITUTION WITH A LETTER OF CREDIT.** As an independent guarantee to COUNTY and DISTRICTS, for the purpose of insuring construction and installation of the Improvements and/or payment of the Fees, APPLICANT hereby assigns and sets over to COUNTY and DISTRICTS all its right, title, and interest in the principal of the Cash Escrow Deposit held by the Depository in the amount of \$1,120,726.42 (herein proceeds), Zions Account #986384626 (herein the account).

APPLICANT may elect to substitute an irrevocable letter of credit (Letter of Credit) for the Proceeds in the Account. In the case of a Letter of Credit APPLICANT hereby transfers and signs to COUNTY and DISTRICTS the right to demand and collect the proceeds of funds from the Letter of Credit for the purpose of insuring construction and installation of the Improvements and/or payment of the Fees. In relation to the Cash Escrow Deposit held by the Depository or any substitute Letter of Credit, either option shall comply with the following:

- a. At a minimum, the Depository or issuer of Letters of Credit shall be Federally insured banks, savings and loans institutions, or title companies with a licensed escrow officer conducting business on the premises authorized to do business in the State of Utah. The Depository or any provider of a Letter of Credit shall be approved by the Morgan County Treasurer and the Morgan County Attorney. The Depository specifically described in this Agreement is acknowledged to meet the requirements and have received the approvals required under this subsection (a).
- b. The form of the Escrow Agreement or Letter of Credit shall be on the COUNTY'S form of Escrow Agreement or Letter of Credit, or on a form that provides equal or greater financial protection to the COUNTY, as determined by the County Attorney, and DISTRICTS.
- c. The Escrow Agreement or Letter of Credit shall be approved by, the Morgan County Attorney, the Morgan County Treasurer and the Morgan County Engineer, which approval shall be granted so long as the Escrow Agreement or Letter of Credit meets the above requirements and the requirements of the DISTRICTS' standards and the COUNTY'S ordinances, and unless there are objective indications of a substantial risk that either the APPLICANT or the APPLICANT'S financial institution will not fulfill its obligations related to the completion of Improvements or the financial guarantee.
- d. Notwithstanding the right of the APPLICANT to substitute cash Proceeds with a Letter of Credit meeting the requirements of this Agreement, to the extent that any of the Improvements include the removal of vegetation and revegetation, a cash escrow shall be required to be deposited with the Morgan County Treasurer at the time the Escrow Agreement or Letter of Credit is executed equal to the full cost to revegetate any removed vegetation in the event the APPLICANT, its successors or heirs, or its financial institution fails to perform.
- e. In the event the Escrow Agreement or Letter of Credit has an expiration date, the Escrow Agreement or Letter of Credit shall be renewed and a copy of the renewed Escrow Agreement or Letter of Credit provided to COUNTY and DISTRICTS a minimum 30 days prior to the expiration date, and any failure to so replace the Escrow Agreement or Letter of Credit shall entitle the COUNTY or DISTRICTS to draw the entirety of the Escrow Agreement or Letter of Credit and use and apply it as if it were Proceeds in the Account.
- f. The Escrow Agreement or Letter of Credit issuer shall not be bound in any way by the requirements of any permit or approval described herein and its only duty, liability and responsibility shall be to hold the funds on deposit and to pay and deliver the funds to such parties under such conditions as are herein set forth.
- g. Reduction of the Letter of Credit amount shall be according to the reduction process and reduction schedule specified in Section 13 herein, as if the amount of the Letter of Credit were "Proceeds."



h. If a reduction of the amount of the Letter of Credit is approved by DISTRICTS and COUNTY, an Amendment to the Letter of Credit shall be provided to DISTRICTS and COUNTY prior to expiration of the original Letter of Credit.

12. **EXTENT OF DEPOSITORY LIABILITY: INDEPENDENT OBLIGATION.** Each of the COUNTY and the DISTRICTS hereby acknowledges that the Depository has, on deposit to the credit of APPLICANT in the account referenced above, the sum mentioned as the Proceeds; that it is aware of, understands, and agrees to each provision of this Agreement; that it agrees to make disbursement of the Proceeds of the account only within the terms as outlined in this Agreement; and that it will hold the Proceeds in the account indefinitely until such time as the COUNTY and DISTRICTS release the obligation to hold the Proceeds. COUNTY and DISTRICTS each agree that its performance is not and shall not be conditioned upon the commencement of actual construction work in the Project, or upon the sale of any lot, building, or any part of the Project.

13. **REDUCTION OF PROCEEDS.** As the Improvements are initially accepted under this Agreement and/or the Fees are paid, a portion of the Proceeds may be released to APPLICANT upon APPLICANT'S written request, only as complete, independent infrastructure systems are completed. Such requests may be made only once every 30 days. The amount of any requested release shall be determined in the discretion of the COUNTY and the relevant DISTRICT. No releases shall be authorized until such time as the COUNTY and the relevant DISTRICT have inspected the Improvements and found them to be in compliance with the as-approved standards for the construction and acceptance for the Improvements and/or verified that the Fees have been paid. Payment of Fees and/or completion of Improvements, even if verified by COUNTY and the relevant DISTRICT, shall not entitle APPLICANT to an automatic release of any part of the Proceeds. The release of any Proceeds shall require the prior written authorization of the COUNTY and the relevant DISTRICT. The COUNTY and the relevant DISTRICT each may, in its discretion, conduct additional review or inspections that the COUNTY and the relevant DISTRICT deem necessary to verify installation and completion of the Improvements, provided that such inspections are performed in a timely manner as to not delay the processing of the release or completion of the Infrastructure. No reduction in the Proceeds shall be allowed for materials which are delivered to the subdivision site but not installed in accordance with approved construction drawings. The following schedule shall apply to all releases and reductions:

Percentage of Work Completed	Maximum Percentage of Collateral Eligible for Release
30 %	20 %
50 %	40 %
70 %	60 %
90 %	80 %
100 %	90 %

If the relevant DISTRICT and the Morgan County Engineer approve the reduction requested, such approval shall be made in writing, and County shall provide such writing to the Depository or Bonding Company with a copy to APPLICANT. No reduction from the collateral shall be made without the approval of the relevant DISTRICT and the Morgan County Engineer.

14. **FINAL ACCEPTANCE.** Notwithstanding the fact that certain of the Proceeds may be released upon partial completion of the Improvements, neither shall any partial release nor shall any full release of the Proceeds constitute final acceptance of the Improvements as provided in this Agreement. Final acceptance of the Improvements shall be official only upon written notice to APPLICANT from the COUNTY and relevant DISTRICT expressly acknowledging such. After one year following initial acceptance of the Improvements, the COUNTY and relevant DISTRICT shall either finally accept the Improvements or specifically describe what warranty items are required to be corrected in order for final acceptance to occur, where upon the completion of such warranty item work, final acceptance shall occur.

15. **WARRANTY OF IMPROVEMENTS.** Following initial acceptance of the Improvements, APPLICANT hereby warrants that the Improvements shall be maintained and remain free from defects in materials and workmanship such that the Improvements continue to meet the compliance with the as-approved standards for the construction and acceptance for the Improvements for one year following said initial acceptance.

16. **RETAINAGE.** APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds requested by APPLICANT and/or granted by the COUNTY and the DISTRICTS, the Proceeds shall not be released below 10% of the estimated cost of the Improvements, (herein the Retainage), for one year following initial acceptance of the Improvements. The Retainage shall be held to insure that the Improvements do not have any latent defects in materials or workmanship, or damage caused by APPLICANT as determined by the DISTRICTS and the COUNTY, such that the Improvements do not continue to meet COUNTY or DISTRICTS as-approved standards for one year(s) after said initial acceptance. Notwithstanding said Retainage, APPLICANT shall be responsible for any substandard, defective, or damaged Improvements if the Retainage is inadequate to cover any such Improvements. APPLICANT, contractor, subcontractor, or other person providing the replacement guarantee shall be responsible for any substandard or defective Improvements if the Proceeds of said replacement guarantee are inadequate to cover any such Improvements. At the end of one year following initial acceptance of the Improvements, to the extent that no claims have been made that the Improvements are nonconforming, substandard, or defective, the Retainage shall be disbursed to APPLICANT.

17. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless COUNTY and DISTRICTS, its elected and appointed officials, officers, employees, agents, and volunteers from and against any and all liability which may arise as a result of the installation of the Improvements prior to the initial acceptance (as provided herein) of the Improvements as defined herein, and from and against any and all liability which may arise as a result of any improvements which are found to be



defective during the one-year warranty period covered by this Agreement. With respect to APPLICANT'S agreement to defend COUNTY and DISTRICTS, as set forth above, COUNTY and DISTRICTS shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of COUNTY and DISTRICTS.

18. **RELEASE OF PROCEEDS.** In the event the Improvements have been installed to the satisfaction of the COUNTY and the DISTRICTS and/or the Fees have been paid pursuant to this Agreement and Morgan County ordinances within the above stated time period(s), the COUNTY and the DISTRICTS agree to execute a written release of the remaining Proceeds.

19. **DEMAND FOR AND USE OF PROCEEDS; PROCESS AS BETWEEN THE COUNTY AND THE DISTRICTS.** In the event the Improvements are not installed to the satisfaction of the COUNTY or the relevant DISTRICT and/or the Fees are not paid pursuant to this Agreement and Morgan County ordinances within the above stated time period(s) and/or APPLICANT fails to perform any obligation under this Agreement or Morgan County ordinances, the COUNTY and the relevant DISTRICT may, after 30 days' prior written notice to APPLICANT, during which 30 days APPLICANT has not cured the default, use and expend all the Proceeds or such lesser amount as may be estimated by the COUNTY and the relevant DISTRICT to be necessary to complete the Improvements and/or pay the Fees as required herein. The COUNTY and DISTRICTS acknowledge and agree that all Improvements are to be dedicated to and accepted by the relevant DISTRICT. As such, the relevant DISTRICT shall have the first opportunity to expend the Proceeds in order to complete the Improvements and satisfy the obligations of the APPLICANT under this Agreement. In the event that the relevant DISTRICT is not completing the Improvements in compliance with the provisions of this Agreement, then the COUNTY may provide 30 days' prior written notice to the relevant DISTRICT, and if, within such time period, the relevant DISTRICT does not correct any such failure, the COUNTY shall have the right to apply the Proceeds to complete the Improvements. The COUNTY and DISTRICTS shall cooperate in relation to the administration of this Agreement. In the event that the relevant DISTRICT is using the Proceeds to complete the Improvements, the relevant DISTRICT shall, prior to commencement of such work, consult with the Morgan County Engineer, as to the process, timing and procedures for the relevant DISTRICT to complete the Improvements and for the Morgan County Engineer's ongoing inspection process and involvement. The County Engineer shall approve in writing the relevant DISTRICT's plans prior to the commencement of any work by said DISTRICT. Such approval shall not be unreasonably withheld or delayed, and the County Engineer's evaluation and decision regarding approval shall be made in accordance with accepted industry standards. The DISTRICTS and APPLICANT acknowledge that Section 22 shall apply to determination of the whether the Improvements meet required standards.

20. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Improvements according to the as-approved standards for the construction and acceptance for the Improvements, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency. Additionally, no further approvals, permits or business licenses shall be issued, and/or any existing approvals, permits or business licenses applicable to the payment of the Fees of the location of the Improvements may be immediately suspended or revoked by the COUNTY unless the Improvements are completed and/or the Fees are paid, or, until a new cash escrow guarantee acceptable to the COUNTY and DISTRICTS has been executed to insure completion of the remaining Improvements and/or payment of the Fees. Furthermore, the cost of completion of the Improvements shall include reimbursement to COUNTY and DISTRICTS for all costs including, but not limited to, construction costs and any Incidental Costs incurred by COUNTY and DISTRICTS in completing the Improvements and/or collecting the Proceeds.

21. **ACCESS TO PROPERTY.** Should the COUNTY or the DISTRICTS elect to use the Proceeds to complete the Improvements, APPLICANT herein expressly grants to the COUNTY, the DISTRICTS and any contractor or other agent hired by the COUNTY or the DISTRICTS the right of access to the project property to complete the Improvements.

22. **IMPROVEMENT STANDARDS.** Improvements shall be done according to the specifications and requirements of the COUNTY and DISTRICTS. All work shall be subject to the inspection of COUNTY and DISTRICTS. Any questions as to conformity with COUNTY'S and DISTRICTS' as-approved specifications or standards, technical sufficiency of the work, quality, and serviceability shall be decided by the DISTRICTS and COUNTY. The COUNTY Engineer's decision shall be final and conclusive.

23. **SUBSTANDARD IMPROVEMENTS.** Should any Improvements prove to be substandard or defective within the one-year warranty period discussed above, COUNTY or a DISTRICT shall notify APPLICANT in writing of such substandard or defective Improvements. APPLICANT shall then have 15 days from notice from the COUNTY or a DISTRICT in which to commence repair of the Improvements, and a reasonable amount of time, as determined by COUNTY or a DISTRICT, as applicable, which shall be specified in the notice, to complete repair of the Improvements. Should APPLICANT fail to either commence repair of the Improvements or complete repair of the Improvements within the required time periods, COUNTY or a DISTRICT may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by COUNTY or a DISTRICT.

24. **INSURANCE.** Should COUNTY or the DISTRICTS elect to install, complete, or remedy any defect or damage in the Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by COUNTY or the DISTRICTS to complete or remedy the Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by COUNTY or the DISTRICTS, as applicable, and consistent with commercially reasonable project construction insurance requirements. APPLICANT shall indemnify, defend, and hold harmless COUNTY and DISTRICTS, their officers, employees, and agents for any liability which exceeds the insurance policy limit. COUNTY or DISTRICTS, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by COUNTY, and any existing



permit, approval, or business license shall be suspended until said premium is initially paid and a bond is in place to cover subsequent payments.

25. **NOTICE.** Notice to APPLICANT, DISTRICTS, or COUNTY shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

26. **MECHANIC/MATERIAL LIENS.** Should COUNTY or a DISTRICT elect to complete or remedy the Improvements, APPLICANT shall indemnify, defend, and hold harmless COUNTY from and against any liability which exceeds the Proceeds for the payment of any labor or material liens as a result of any work of any contractor (including subcontractors and materialmen of any such contractor or agent) hired by COUNTY or which may arise due to either a defect in or failure of this Agreement or insufficient Proceeds to cover such costs.

27. **WAIVER.** The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring failure to perform.

28. **ATTORNEY'S FEES.** In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith, either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

29. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

30. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by Morgan County ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of COUNTY, shall also apply to the subdivision or development which is the subject of this Agreement.

31. **SUCCESSORS.** APPLICANT, DISTRICTS, and COUNTY, as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, and/or assigns of APPLICANT, DISTRICTS, and COUNTY respectively.

32. **INDUCEMENT.** The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

33. **INTEGRATION.** This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

34. **MODIFICATION.** Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

35. **CAPTIONS.** The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

36. **SEVERABILITY.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

37. **ASSIGNMENT.** The parties to this Agreement may assign this Agreement, or any part hereof, with the prior written consent of all other parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



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

APPLICANT:

MORGAN COUNTY

By: _____

By: _____

Title: _____

Title: County Commission Chairperson

(Signature must be notarized on following pages.)

ATTEST:

COUNTY CLERK

ZIONS FIRST NATIONAL BANK

By: _____

Title: _____

(Signature must be notarized on following pages.)

WPR UTILITY DISTRICT

By: _____

Title: Board Chair

(Signature must be notarized on following pages.)

WPR ROAD AND FIRE DISTRICT

By: _____

Title: Board Chair

(Signature must be notarized on following pages.)

APPROVED AS TO CONTENT:

By: _____
Planning & Development Service Department

Date

By: _____
County Engineer

Date

APPROVED AS TO FORM:

By _____
County Attorney

Date



APPLICANT NOTARIZATION

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of Wasatch Peaks Ranch, LLC, a Delaware limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Notary Public

UTILITY DISTRICT NOTARIZATION

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], WPR Utility District, a special district formed under Utah Code Ann. §§17B-1-101, and he/she acknowledged to me that said district executed the same.

Notary Public

ROAD DISTRICT NOTARIZATION

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], WPR Road & Fire District, a special district formed under Utah Code Ann. §§17B-1-101, and he/she acknowledged to me that said district executed the same.

Notary Public

DEPOSITORY NOTARIZATION

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], ZIONS First National Bank with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

Notary Public

EXHIBIT A

Financial Guarantee Estimate
May 6, 2026



PROJECT TITLE:

Wasatch Peaks Subdivision - Plat 3A1 (North and South)
Morgan County

Developer: Wasatch Peaks Ranch, LLC

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Quantity Completed Before Escrow	Amount Completed Before Escrow	Escrow Amount
Roadway - Alpenglow Ln								
1	Ditches/Grading/Subgrade	905	L.F.	\$ 50.00	\$ 45,250.00			\$ 45,250.00
2	Roadbase	15,491	S.F.	\$ 2.00	\$ 30,982.00			\$ 30,982.00
3	HMA (5" Thick)	15,491	S.F.	\$ 4.50	\$ 69,709.50			\$ 69,709.50
4	Seal Coat	15,491	S.F.	\$ 0.60	\$ 9,294.60			\$ 9,294.60
Sanitary Sewer - Alpenglow Ln								
5	2" Dia. HDPE Sewer Pipe	289	L.F.	\$ 60.00	\$ 17,340.00			\$ 17,340.00
6	Sewer Service Laterals	4	Each	\$ 4,000.00	\$ 16,000.00			\$ 16,000.00
7	LPSS MH Cleanout	1	Each	\$ 12,000.00	\$ 12,000.00			\$ 12,000.00
8	LPSS ARV Assembly	1	Each	\$ 16,500.00	\$ 16,500.00			\$ 16,500.00
9	Video Inspection and Cleaning	289	L.F.	\$ 5.00	\$ 1,445.00			\$ 1,445.00
Storm Drain - Alpenglow Ln								
10	24" Dia. ADS Pipe	485	L.F.	\$ 156.00	\$ 75,660.00			\$ 75,660.00
11	36" Dia. ADS Pipe	144	L.F.	\$ 300.00	\$ 43,200.00			\$ 43,200.00
12	FES 36"	1	Each	\$ 4,000.00	\$ 4,000.00			\$ 4,000.00
13	Single SD Inlet	8	Each	\$ 9,227.00	\$ 73,816.00			\$ 73,816.00
14	Riprap Outfall	1	Each	\$ 4,700.00	\$ 4,700.00			\$ 4,700.00
Culinary Water - Alpenglow Ln								
15	10" Dia. HDPE Pipe	519	L.F.	\$ 100.00	\$ 51,900.00			\$ 51,900.00
16	Fire Hydrant Assemblies	2	Each	\$ 11,750.00	\$ 23,500.00			\$ 23,500.00
17	Water Service	4	Each	\$ 4,200.00	\$ 16,800.00			\$ 16,800.00
18	ARV Assembly	1	Each	\$ 12,000.00	\$ 12,000.00			\$ 12,000.00
19	Disinfection and Testing	1	L.S.	\$ 17,500.00	\$ 17,500.00			\$ 17,500.00
Roadway - Shooting Star Ln								
1	Ditches/Grading/Subgrade	506	L.F.	\$ 50.00	\$ 25,300.00			\$ 25,300.00
2	Roadbase	16,111	S.F.	\$ 2.00	\$ 32,222.00			\$ 32,222.00
3	HMA (5" Thick)	16,111	S.F.	\$ 4.50	\$ 72,499.50			\$ 72,499.50
4	Seal Coat	16,111	S.F.	\$ 0.60	\$ 9,666.60			\$ 9,666.60
Sanitary Sewer - Shooting Star Ln								
5	2" Dia. HDPE Sewer Pipe	437	L.F.	\$ 60.00	\$ 26,220.00			\$ 26,220.00
6	Sewer Service Laterals	5	Each	\$ 4,000.00	\$ 20,000.00			\$ 20,000.00
7	LPSS MH Cleanout	1	Each	\$ 12,000.00	\$ 12,000.00			\$ 12,000.00
8	LPSS ARV Assembly	1	Each	\$ 16,500.00	\$ 16,500.00			\$ 16,500.00
9	Video Inspection and Cleaning	437	L.F.	\$ 5.00	\$ 2,185.00			\$ 2,185.00

EXHIBIT A

Financial Guarantee Estimate

May 6, 2026



PROJECT TITLE:

Wasatch Peaks Subdivision - Plat 3A1 (North and South)
Morgan County

Developer: Wasatch Peaks Ranch, LLC

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Quantity Completed Before Escrow	Amount Completed Before Escrow	Escrow Amount
Storm Drain - Shooting Star Ln								
10	12" Dia. ADS Pipe	5	L.F.	\$ 95.00	\$ 475.00			\$ 475.00
11	18" Dia. ADS Pipe	83	L.F.	\$ 133.00	\$ 11,039.00			\$ 11,039.00
12	24" Dia. ADS Pipe	246	L.F.	\$ 156.00	\$ 38,376.00			\$ 38,376.00
13	36" Dia. RCP Pipe	58	L.F.	\$ 300.00	\$ 17,400.00			\$ 17,400.00
14	FES 18"	1	Each	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00
15	FES 24"	1	Each	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00
16	FES 36"	2	Each	\$ 4,000.00	\$ 8,000.00			\$ 8,000.00
17	Single SD Inlet	4	Each	\$ 9,227.00	\$ 36,908.00			\$ 36,908.00
18	Double SD Inlet	1	Each	\$ 18,454.00	\$ 18,454.00			\$ 18,454.00
19	Riprap Outfall	1	Each	\$ 4,700.00	\$ 4,700.00			\$ 4,700.00
Culinary Water - Shooting Star Ln								
20	10" Dia. HDPE Pipe	473	L.F.	\$ 100.00	\$ 47,300.00			\$ 47,300.00
21	Fire Hydrant Assemblies	2	Each	\$ 11,750.00	\$ 23,500.00			\$ 23,500.00
22	Water Service	5	Each	\$ 4,200.00	\$ 21,000.00			\$ 21,000.00
23	ARV Assembly	1	Each	\$ 12,000.00	\$ 12,000.00			\$ 12,000.00
24	Disinfection and Testing	1	L.S.	\$ 17,500.00	\$ 17,500.00			\$ 17,500.00
Subtotal					\$ 1,018,842.20			\$ 1,018,842.20
10% Guarantee					\$ 101,884.22			\$ 101,884.22
TOTAL					\$ 1,120,726.42			\$ 1,120,726.42
Percentage								

Engineer's Approval:

John Byrnes

Date:

5/6/26

Plat 4A.1 Agreements

WHEN RECORDED, RETURN TO:

Carley Herrick
Wasatch Peaks Ranch
36 S. State Street, Suite 500
Salt Lake City, UT 84111

Parcel Nos.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between WASATCH PEAKS RANCH, LLC, a Delaware limited liability company (“**WPR**”) and WPR ROAD AND FIRE DISTRICT, a Utah special district, its successors and assigns (“**District**”) as of the date the last Party executes this Agreement (the “**Effective Date**”). WPR and District are at times referred to herein individually as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

A. WPR owns certain real property located in Morgan County, Utah, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (“**Property**”).

B. The Property has been subdivided and contains designated individual lots (“**Lots**”) and private roads (“**Roads**”), as further indicated on and defined in in that certain Wasatch Peaks Ranch Plat 6A (“**Plat**”), recorded in the Official Records of the Morgan County Recorder (“**Official Records**”), on January 5, 2026, as Entry No. 170721 in Book 428 at Page 1099, and the accompanying Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements, recorded in the Official Records on May 3, 2022, as Entry No. 160853, in Book 391, Page 402, that certain First Supplemental Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 1, 2023, as Entry No. 163348, in Book 399, Page 1242, that certain Second Supplemental Declaration and First Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 1, 2023, as Entry No. 163355, in Book 399, Page 1288, that certain Third Supplemental Declaration and Second Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on November 8, 2023, as Entry No. 164605, in Book 404, Page 853, that certain Fourth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Recorded on February 16, 2024, as Entry No. 165236, in Book 407, Page 15, that certain Fifth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 15, 2024, as Entry No. 165881, in Book 409, Page 1378, that certain Third Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on September 6, 2024, as Entry No. 166761, in Book 413, at Page 715, that certain Sixth Supplemental Declaration to Master Declaration for

Wasatch Peaks Ranch recorded in the Official Records on April 18, 2025, as Entry No. 168442, in Book 419, Page 1388; that certain Seventh Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on January 6, 2026, as Entry No. 170735, in Book 428, Page 1181; that certain Eighth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May __, 2026, as Entry No. ____, in Book __, Page __ (collectively “**Declaration**”), as the same may be further supplemented and amended from time to time.

C. Concurrently with the recording of this Agreement in the Official Records, or soon thereafter, WPR plans to record a deed to the Wasatch Peaks Homeowners Association, a Utah nonprofit corporation (“**Association**”), conveying the Roads within the Property to the Association.

D. The Property, as a whole, including, without limitation, all improvements, facilities, Common Elements, and Roads shall remain private, and shall not be construed to, in any way, benefit or be for the use of the general public.

E. District is a “Special District” formed in accordance with Utah Code Ann. §§17B-1-101, *et seq.*, as amended (“**Act**”) and pursuant to Morgan County Resolution CR-21-04, Morgan County, Utah, which creation is affirmed by that certain Certificate of Creation from the Office of the Lieutenant Governor of the State of Utah, dated August 26, 2021, and recorded in the Official Records on December 6, 2021 as Entry No. 159242, Book 385, Page 1504.

F. District is obligated to provide certain services to the Property (collectively, “**Services**”), including without limitation fire protection; the option to collect garbage; garbage disposal; construction and maintenance of private roads; control and abatement of earth movement; construction, operation, and maintenance of storm drainage and flood control structures and improvements; and any and all other duties and obligations of the District pursuant to Utah law; local and municipal ordinance; relevant provisions in the Declaration; and any and all private, unrecorded documents creating and detailing District’s obligations and duties relevant to the provision of the Services.

G. It is in WPR’s interest that, although the Property is privately owned and operated, District have all access and use rights required to fulfill District’s obligation to provide the Services.

H. Subject to the terms and conditions set forth below, WPR and District do now enter into this Agreement to create such access and use rights as District requires to fulfill its obligations as a special district duly formed in accordance with the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** Each and all of the recitals above are true and are incorporated herein for any and all purposes.

2. **Grant of Easement.** WPR hereby grants and conveys to District for use by District's employees, contractors, subcontractors, licensees, invitees, and agents ("**District's Users**"):

2.1. **Common Easement.** A non-exclusive easement in gross on, over, under, across and through the entire Property excepting the BAEs as such are defined and depicted on the Plat ("**Common Easement Area**") for the purposes of (a) vehicular and pedestrian access, ingress to and egress from the Easement Area; and (b) use of the Easement Area for the purpose of providing the Services ("**Common Easement**"); and

2.2. **Road and Fire Easement.** A non-exclusive easement in gross on, over, under, across and through the "Utility Access Easement" or "UAE" as such are depicted on the Plat ("**R&F Easement Area**", and collectively with the Common Easement Area, "**Easement Area**") for the purposes of (a) vehicular and pedestrian access, ingress to and egress from the R&F Easement Area, and (b) use of the R&F Easement Area for the purpose of providing the Services ("**R&F Easement**", and collectively with the Common Easement, "**Easement**").

2.3. **Reservation by WPR.** WPR reserves to itself, its successors and assigns, all rights and uses other than those granted herein, including the right to grant additional easements, licenses, rights of way, and other access and use rights in, under, over, across, and through the Property, including without limitation the Easement Area.

3. **Conditions of Use.**

3.1. **Common Easement.** District may exercise its rights under this Agreement at any time so long as it provides seven (7) days' notice in writing to the underlying fee owner of the Common Easement Area prior to entry onto or use of any portion of the Common Easement Area ("**Common Entry Notice**"). Under exigent or emergency circumstances, the District is not required to provide such Common Entry Notice and may, without any notice whatsoever, enter upon the Common Easement Area at any time for so long as is reasonably necessary to address such exigent or emergency circumstances.

3.2. **R&F Easement.** District may exercise its rights under this Agreement at any time so long as it provides seven (7) days' notice in writing to the underlying fee owner of the R&F Easement Area prior to entry onto or use of any R&F Easement Area ("**R&F Entry Notice**").

Upon providing the R&F Entry Notice, District has the right to exercise its rights under the R&F Easement Monday through Friday between the hours of 9:00 am and 7:00 pm Mountain Time. Under exigent or emergency circumstances, the District is not required to provide such R&F Entry Notice and may, without any notice whatsoever, enter upon the R&F Easement Area at any time for so long as is reasonably necessary to address such exigent or emergency circumstances.

4. **Maintenance and Repair.** From and after the Effective Date:

4.1. **Common Easement Area.** District shall be responsible for and shall maintain, repair and replace all facilities and improvements within the Common Easement Area and the Common Easement Area itself in good and safe condition and repair including, without limitation, weed abatement, cleaning and debris removal, landscape and erosion repairs, snow and ice removal, installation and repair of guardrails, streetlights, trail and traffic signs and signals, if any, and all other Services and other requirements consistent with all state and local laws, any and all documents of record, and any and all private unrecorded agreements entered into by any two or more Parties. WPR, its successors and assigns shall have no direct responsibility for such maintenance and repair.

4.2. **R&F Easement Area.** To the extent District accesses and uses the R&F Easement Area for the purposes permitted hereunder, District shall, at its sole cost and expense, return the R&F Easement Area to the same or better condition as prior to District's use thereof.

5. **No Abandonment.** No act or failure to act on the part of District or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by District, its successors or assigns, of a relinquishment and release of easement or a quitclaim deed specifically conveying the Easement back to then-current fee owners of the Easement Area.

6. **WPR's Covenants.** WPR hereby covenants to District:

6.1. **Authority.** WPR represents and warrants that WPR owns the Property in fee simple and each person signing this Agreement on behalf of WPR is authorized to do so.

6.2. **No Interference.** WPR's activities and any grant of rights WPR makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with the exercise of District's rights pursuant to this Agreement. WPR may, without the consent of District, make improvements to the Property so long as such improvements do not restrict or impede District's access to and use of the Easement Area, or which otherwise negatively impact District's rights hereunder.

6.3. **Requirements of Government Authorities.** WPR shall reasonably assist and cooperate with District, at District's expense, in complying with or obtaining any land use permits

or other approvals required by District in connection with the exercise of District's rights hereunder.

6.4. Quiet Enjoyment. As long as District observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement without hindrance or interruption by WPR or any person lawfully or equitably claiming by, through or under WPR, or as WPR's successors in interest.

6.5. Taxes. WPR shall timely and properly pay all real property taxes for the Property.

7. **District's Covenants.** District hereby covenants to WPR that:

7.1. Insurance. District shall obtain and maintain in force policies of insurance covering District's activities on the Property at all times during the term of this Agreement, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of Three Million and 00/100 Dollars (\$3,000,000.00), provided that such amount may be provided as part of a blanket policy covering other properties, and which names WPR as an additional insured party. District hereby acknowledges and accepts that all risk of loss to any and all improvements currently owned by WPR that are or may be damaged in District's performance of the Services shall be on District with the proceeds from insurance thereon payable to WPR. WPR and District hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by insurance policies insuring the Easement Area and any of District's property to the extent of any insurance proceeds actually received by such Party, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

7.2. Indemnity. District shall indemnify, defend and hold WPR and WPR's members, employees, contractors, representatives, agents, tenants, licensees, invitees, successors and assigns (collectively, "**WPR Indemnified Parties**") harmless from any and all losses, claims, liabilities, cause of actions, damages and expenses, including , without limitation, reasonable attorneys' fees (each, a "**Liability**"), arising out of or related to WPR Indemnified Parties' use of the Easement Area, including, but not limited to, any Liability for personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Easement Area by District or District's Users (but excluding any Liability arising out of the use of the Easement Area by one or more WPR Indemnified Party, or out of the gross negligence or willful misconduct of one or more WPR Indemnified Party. The provisions of this Section 7.2 shall survive termination of this Agreement and any and all relinquishments and releases of any or all of the rights granted hereunder.

8. **Assignment.** The Easement is an easement in gross and, as such, is personal to District and may not be transferred or assigned by District except as reasonably required for District, or a successor to District's interests, duties, and obligations to continue to provide the Services for the benefit of WPR, WPR's successors in interest, and the Property. Under no circumstances shall District or District's successors or assigns transfer or assign District's interest in this Agreement to any member of the general public. In the event of an assignment of District's entire right, title, interest, duties, and obligations pursuant to and in compliance with this Agreement, District shall be released of all further liability under this Agreement. If District has assigned an interest or granted a sub-easement with respect to all or a portion of the Property, such assignment or sub-easement shall be terminated upon cancellation or termination of this Agreement or upon the full release and relinquishment of the rights granted hereunder.

9. **Default and Termination.**

9.1. **Default.** In the event of any alleged failure to perform any obligation under this Agreement ("**Default**"), the non-defaulting Party shall give the defaulting Party and any Lender written notice thereof. The defaulting Party shall have thirty (30) days within which to cure such Default, which period may be extended to the extent reasonably necessary to complete such cure so long as such was commenced within such 30-day period and thereafter prosecuted with diligence to completion.

9.2. **District Right to Terminate.** District shall have the right to terminate this Agreement as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to WPR.

9.3. **No WPR Right to Terminate.** It is expressly agreed that no breach of this Agreement shall entitle WPR to cancel, rescind or otherwise terminate this Agreement; provided, however that this provision shall not limit or otherwise affect any other right or remedy which WPR may have hereunder by reason of any breach of this Agreement. In addition, if District or any assignee holds an interest in less than all of this Agreement or the Easement, any default under this Agreement shall be deemed remedied, as to District's or such assignee's partial interest, and WPR shall not disturb such partial interest, if District or such assignee, as the case may be, has cured its pro rata portion of the default.

10. **Miscellaneous.**

10.1. **Notices.** All notices or other communications required or permitted by this Agreement including payments to WPR, shall be in writing and shall be deemed given when personally delivered to WPR, or in lieu of such personal service, five (5) business days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by

reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party. Any notice shall be addressed as follows:

If to WPR: Wasatch Peaks Ranch, LLC
 36 South State Street, Suite 500
 Salt Lake City, Utah 84111

If to District: WPR Road and Fire District
 36 South State Street, Suite 500
 Salt Lake City, Utah 84111

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

10.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties respecting its subject matter and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement will be of no force or effect and any prior or contemporaneous written or oral agreements between or among the Parties concerning the subject matter of this Agreement are merged in and superseded by this Agreement. This Agreement shall not be modified or amended except in a writing signed by the Parties.

10.3. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without regard for its choice of law provisions.

10.4. Partial Invalidation. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect.

10.5. No Waiver. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.6. Easement In Gross; Successors and Assigns. The terms, provisions, covenants, agreements, restrictions, and conditions in this Agreement are intended to be, and shall be construed as, an easement in gross, the benefits of which are which is personal to District and its qualified and legally valid successors and assigns forever. The burden of this Agreement and duties and obligations created hereunder run with and are appurtenant to each and all of the Lots.

10.7. Crossing Agreements. WPR and District hereby agree that should any unrelated third party (i.e., any person or entity other than District or any District affiliate, successor

or assign) request a crossing agreement or encroachment agreement in connection with the crossing over, under, on or encroaching over, under, or onto the Easement Area (any such document is referred to herein as a “**Crossing Agreement**”), then WPR shall not enter into any such Crossing Agreement with such unrelated third party without first obtaining the prior written consent of District, and District shall not unreasonably withhold its consent to such Crossing Agreement unless such withholding of consent is a reasonable requirement for District to continue to meet its duties and obligations relative to the Services. WPR hereby reserves the right to grant further easements in the Easement Area, and District hereby agrees not to currently or in the future impede or interfere with WPR’s right to grant such further easements.

10.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed (which execution shall be valid whether completed and delivered on paper or via electronic or digital means), shall constitute one and the same instrument.

10.9. Attorneys’ Fees. It is understood and agreed by the Parties that the substantially prevailing Party in any dispute relating to the enforcement of the terms of this Agreement shall be entitled to recover its documented reasonable attorneys’ fees and costs (including, without limitation, attorneys’ fees, expert witness and consulting fees, and court costs) from the non-prevailing Party.

10.10. Further Cooperation. Each Party agrees, on the demand of the other, to execute or deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.

10.11. Construction. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The terms “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” The Parties acknowledge that each was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor of or against any Party because one is deemed to be the author thereof. Captions or titles used herein are for convenience of reference only and do not affect the meaning or intent hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, WPR has caused its corporate name to be hereunto affixed by its duly authorized officer this _____ day of May, 2026.

WPR:

WASATCH PEAKS RANCH, LLC,
a Delaware limited liability company
By: WASATCH PEAKS RANCH
MANAGEMENT, LLC, Its Manager

By: _____
Name: Ed Schultz
Title: Authorized Officer

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the _____ day of May, 2026, by Ed Schultz, as Authorized Officer of Wasatch Peaks Ranch, LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of the Property

BOUNDARY DESCRIPTION WASATCH PEAKS RANCH NORTH VILLAGE UPPER TOWNHOMES, PLAT A

The land more particularly described in the Wasatch Peaks Ranch North Village Upper Townhomes, Plat A recorded in the Morgan County, Utah records on May __, 2026, as Entry No. ____ in Book __ at Page __, and more particularly described as follows:

Parcel Nos.:



**MORGAN COUNTY
CASH ESCROW OR LETTER OF CREDIT GUARANTEE AGREEMENT**

THIS AGREEMENT, (herein Agreement), is entered into this _____ day of _____ May _____, 2026, between

******* PARTIES *******

APPLICANT: Wasatch Peaks Ranch, LLC a Delaware limited liability company
Address: 36 South State Street, Suite 500, Salt Lake City, Utah 84111
Email: gderck@wprdevco.com

AND

COUNTY: Morgan County
Address: PO Box 886 Morgan, UT 84050
Telephone: (801) 845-4015, facsimile: (801) 845-6087.

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

DISTRICTS (collectively): WPR Utility District, a special district formed under Utah Code Ann. §§17B-1-101 (Utility District)
Address: 36 South State Street, Suite 500, Salt Lake City, Utah 84111
Email: gderck@wprdevco.com

and

WPR Road & Fire District, a special district formed under Utah Code Ann. §§17B-1-101 (Road District) Address: 36 South State Street Suite 500, Salt Lake City, Utah 84111
Email: gderck@wprdevco.com

******* RECITALS *******

WHEREAS, APPLICANT desires to post the following improvement guarantee(s) (check one):

- Off-site improvement guarantee
- On-site improvement guarantee

with the COUNTY for Wasatch Peaks Ranch Final Plat 4A.1 - Upper Town Homes (the "Project"), as described in the Subdivision Plat (defined below).

WHEREAS, Morgan County ordinances require APPLICANT to guarantee the construction of certain improvements prior to the actual issuance of any permit(s)/approval(s) related to the above-described Project; and

WHEREAS, the terms of the issuance of said permit(s)/approval require APPLICANT to record the subdivision plat specified in Exhibit A, attached hereto and incorporated herein by this reference (the "Subdivision Plat"); and complete the facilities ("Improvements") within DISTRICTS' boundaries for the Project, specified in Exhibit B, attached hereto and incorporated herein by this reference, which Exhibit B lists the anticipated cost of the Improvements and describes Improvements related to each DISTRICT; and



WHEREAS, COUNTY will not grant said permit(s)/approval(s) until adequate provision has been made to guarantee completion of the Improvements, which are estimated by the County Engineer to cost \$754,102.25 and which improvements shall be installed under the direction and supervision of and in accordance with the specifications of COUNTY; and

WHEREAS, in accordance with Utah Code Ann. § 17-27a-604.5 (2021), APPLICANT has requested that COUNTY record the Subdivision Plat for the Project before completion of the Improvements; and

WHEREAS, DISTRICTS and COUNTY, in the best interest of the public, desire to assure timely and full completion and payment of the Improvements, guarantee payment of engineering, administrative, legal, and other fees attendant and related to completion of the Improvements, and provide collateral for the warranty of the Improvements; and

WHEREAS, APPLICANT will deliver to the Depository, who has been approved by the COUNTY and DISTRICTS in compliance with Morgan County Code 8-12-37, collateral of the type noted herein in compliance with the terms of this Agreement; and

WHEREAS, provision has been made by law whereby APPLICANT may file a guarantee acceptable to COUNTY and DISTRICTS to secure the actual construction of the Improvements in a manner satisfactory to COUNTY and DISTRICTS prior to the issuance of said permit(s)/approval(s).

NOW THEREFORE, in consideration of the premises and other valuable consideration, the parties agree as follows:

*** * * * * TERMS AND CONDITIONS * * * * ***

1. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property and/or improvements improperly completed, undeveloped and/or unproductive.

2. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection provided by this Agreement shall inure solely to COUNTY and the DISTRICTS and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY and DISTRICTS shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY and DISTRICTS shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement and shall have under this Agreement no obligation to make payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

3. **AGREEMENT DOCUMENTS.** All data which is used by COUNTY and DISTRICTS to compute the cost of, or otherwise govern the design and installation of the improvements is hereby made a part of this Agreement and is incorporated herein by this reference. If this Agreement covers improvements, and/or fees required in a subdivision, this Agreement then incorporates herein by reference the subdivision plat and all data required by Title 8 of the Morgan County Code or its successor ordinance.

4. **COMPLETION DATE.** APPLICANT shall complete the Improvements within a period of twenty-four months from the date this Agreement was entered into with extensions as may be permitted in accordance with state and local statutes and ordinances.

5. **FEES.** If this Agreement covers fees required as part of a subdivision, APPLICANT shall pay the Fees required by COUNTY for the entire subdivision prior to the issuance of any building permit for the first lot in the subdivision.

6. **SPECIFIC ENFORCEMENT.** APPLICANT has entered into this Agreement with COUNTY and DISTRICTS for the purpose of guaranteeing construction of the Improvements and/or payment of the Fees. COUNTY and DISTRICTS shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to COUNTY and DISTRICTS as provided in this Agreement, and to pay the Fees.

7. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES that its obligation to complete and warrant the Improvements and/or pay the Fees and/or fulfill any other obligation under this Agreement, Morgan County ordinances, or other applicable law is independent of any obligation or responsibility of COUNTY and DISTRICTS, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Improvements and/or pay the Fees is and shall not be conditioned upon the commencement of actual construction work on the project (building, subdivision, development, etc.) or upon the sale of any lot, building or part of the project. APPLICANT further acknowledges (a) that its contractual obligation to complete and warrant the Improvements and/or pay the Fees pursuant to this Agreement is independent of any other remedy available to COUNTY or DISTRICTS to secure proper completion of the Improvements and/or payment of the Fees; (b) that APPLICANT may not assert as a defense that COUNTY or the DISTRICTS has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude COUNTY or DISTRICTS from requiring APPLICANT'S performance under this Agreement; and (c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Improvements in full and/or timely pay the Fees in full.

8. **APPLICANT'S OBLIGATION FOR COSTS.** Should APPLICANT Fail to Perform its responsibilities under this Agreement



in any degree, APPLICANT agrees to compensate the COUNTY and the DISTRICTS for all costs, including Incidental Costs, related to APPLICANT'S failure to perform its obligation to complete and warrant the Improvements or pay the fees to the extent that such costs are not adequately covered by the proceeds.

9. **INCIDENTAL COSTS.** Incidental Costs, as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or materialmen's liens, and/or any other cost and interest thereon incurred by the COUNTY and the DISTRICTS, occasioned by APPLICANT'S failure to perform any and/or all obligations under this Agreement.

10. **FAILURE TO PERFORM.** Failure to Perform or Fail to Perform, as used in this Agreement, shall mean, in addition to those events previously or subsequently described herein, the non-performance in a timely manner by a party to this Agreement of any obligation, in whole or in part, required of such party by the terms of this Agreement or required by Morgan County ordinance or other applicable law. In addition, the following shall also be considered Failure to Perform on the part of APPLICANT: APPLICANT'S abandonment of further development or sales at the project as determined by the COUNTY in consultation with the DISTRICTS; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; the commencement of a foreclosure proceeding against the project property; or the project property being conveyed in lieu of foreclosure. The occurrence of such shall give the other party or parties the right to pursue any and all remedies available at law, in equity, and/or otherwise available pursuant to the terms of this Agreement.

11. **ESCROW ACCOUNT AND POTENTIAL SUBSTITUTION WITH A LETTER OF CREDIT.** As an independent guarantee to COUNTY and DISTRICTS, for the purpose of insuring construction and installation of the Improvements and/or payment of the Fees, APPLICANT hereby assigns and sets over to COUNTY and DISTRICTS all its right, title, and interest in the principal of the Cash Escrow Deposit held by the Depository in the amount \$754,102.25 (herein the Proceeds), entitled, Zions Account #986384634 (herein the Account).

APPLICANT may elect to substitute an irrevocable letter of credit (Letter of Credit) for the Proceeds in the Account. In the case of a Letter of Credit APPLICANT hereby transfers and signs to COUNTY and DISTRICTS the right to demand and collect the proceeds of funds from the Letter of Credit for the purpose of insuring construction and installation of the Improvements and/or payment of the Fees. In relation to the Cash Escrow Deposit held by the Depository or any substitute Letter of Credit, either option shall comply with the following:

- a. At a minimum, the Depository or issuer of Letters of Credit shall be Federally insured banks, savings and loans institutions, or title companies with a licensed escrow officer conducting business on the premises authorized to do business in the State of Utah. The Depository or any provider of a Letter of Credit shall be approved by the Morgan County Treasurer and the Morgan County Attorney. The Depository specifically described in this Agreement is acknowledged to meet the requirements and have received the approvals required under this subsection (a).
- b. The form of the Escrow Agreement or Letter of Credit shall be on the COUNTY'S form of Escrow Agreement or Letter of Credit, or on a form that provides equal or greater financial protection to the COUNTY, as determined by the County Attorney, and DISTRICTS.
- c. The Escrow Agreement or Letter of Credit shall be approved by, the Morgan County Attorney, the Morgan County Treasurer and the Morgan County Engineer, which approval shall be granted so long as the Escrow Agreement or Letter of Credit meets the above requirements and the requirements of the DISTRICTS' standards and the COUNTY'S ordinances, and unless there are objective indications of a substantial risk that either the APPLICANT or the APPLICANT'S financial institution will not fulfill its obligations related to the completion of Improvements or the financial guarantee.
- d. Notwithstanding the right of the APPLICANT to substitute cash Proceeds with a Letter of Credit meeting the requirements of this Agreement, to the extent that any of the Improvements include the removal of vegetation and revegetation, a cash escrow shall be required to be deposited with the Morgan County Treasurer at the time the Escrow Agreement or Letter of Credit is executed equal to the full cost to revegetate any removed vegetation in the event the APPLICANT, its successors or heirs, or its financial institution fails to perform.
- e. In the event the Escrow Agreement or Letter of Credit has an expiration date, the Escrow Agreement or Letter of Credit shall be renewed and a copy of the renewed Escrow Agreement or Letter of Credit provided to COUNTY and DISTRICTS a minimum 30 days prior to the expiration date, and any failure to so replace the Escrow Agreement or Letter of Credit shall entitle the COUNTY or DISTRICTS to draw the entirety of the Escrow Agreement or Letter of Credit and use and apply it as if it were Proceeds in the Account.
- f. The Escrow Agreement or Letter of Credit issuer shall not be bound in any way by the requirements of any permit or approval described herein and its only duty, liability and responsibility shall be to hold the funds on deposit and to pay and deliver the funds to such parties under such conditions as are herein set forth.
- g. Reduction of the Letter of Credit amount shall be according to the reduction process and reduction schedule specified in Section 13 herein, as if the amount of the Letter of Credit were "Proceeds."



h. If a reduction of the amount of the Letter of Credit is approved by DISTRICTS and COUNTY, an Amendment to the Letter of Credit shall be provided to DISTRICTS and COUNTY prior to expiration of the original Letter of Credit.

12. **EXTENT OF DEPOSITORY LIABILITY: INDEPENDENT OBLIGATION.** Each of the COUNTY and the DISTRICTS hereby acknowledges that the Depository has, on deposit to the credit of APPLICANT in the account referenced above, the sum mentioned as the Proceeds; that it is aware of, understands, and agrees to each provision of this Agreement; that it agrees to make disbursement of the Proceeds of the account only within the terms as outlined in this Agreement; and that it will hold the Proceeds in the account indefinitely until such time as the COUNTY and DISTRICTS release the obligation to hold the Proceeds. COUNTY and DISTRICTS each agree that its performance is not and shall not be conditioned upon the commencement of actual construction work in the Project, or upon the sale of any lot, building, or any part of the Project.

13. **REDUCTION OF PROCEEDS.** As the Improvements are initially accepted under this Agreement and/or the Fees are paid, a portion of the Proceeds may be released to APPLICANT upon APPLICANT'S written request, only as complete, independent infrastructure systems are completed. Such requests may be made only once every 30 days. The amount of any requested release shall be determined in the discretion of the COUNTY and the relevant DISTRICT. No releases shall be authorized until such time as the COUNTY and the relevant DISTRICT have inspected the Improvements and found them to be in compliance with the as-approved standards for the construction and acceptance for the Improvements and/or verified that the Fees have been paid. Payment of Fees and/or completion of Improvements, even if verified by COUNTY and the relevant DISTRICT, shall not entitle APPLICANT to an automatic release of any part of the Proceeds. The release of any Proceeds shall require the prior written authorization of the COUNTY and the relevant DISTRICT. The COUNTY and the relevant DISTRICT each may, in its discretion, conduct additional review or inspections that the COUNTY and the relevant DISTRICT deem necessary to verify installation and completion of the Improvements, provided that such inspections are performed in a timely manner as to not delay the processing of the release or completion of the Infrastructure. No reduction in the Proceeds shall be allowed for materials which are delivered to the subdivision site but not installed in accordance with approved construction drawings. The following schedule shall apply to all releases and reductions:

Percentage of Work Completed	Maximum Percentage of Collateral Eligible for Release
30 %	20 %
50 %	40 %
70 %	60 %
90 %	80 %
100 %	90 %

If the relevant DISTRICT and the Morgan County Engineer approve the reduction requested, such approval shall be made in writing, and County shall provide such writing to the Depository or Bonding Company with a copy to APPLICANT. No reduction from the collateral shall be made without the approval of the relevant DISTRICT and the Morgan County Engineer.

14. **FINAL ACCEPTANCE.** Notwithstanding the fact that certain of the Proceeds may be released upon partial completion of the Improvements, neither shall any partial release nor shall any full release of the Proceeds constitute final acceptance of the Improvements as provided in this Agreement. Final acceptance of the Improvements shall be official only upon written notice to APPLICANT from the COUNTY and relevant DISTRICT expressly acknowledging such. After one year following initial acceptance of the Improvements, the COUNTY and relevant DISTRICT shall either finally accept the Improvements or specifically describe what warranty items are required to be corrected in order for final acceptance to occur, where upon the completion of such warranty item work, final acceptance shall occur.

15. **WARRANTY OF IMPROVEMENTS.** Following initial acceptance of the Improvements, APPLICANT hereby warrants that the Improvements shall be maintained and remain free from defects in materials and workmanship such that the Improvements continue to meet the compliance with the as-approved standards for the construction and acceptance for the Improvements for one year following said initial acceptance.

16. **RETAINAGE.** APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds requested by APPLICANT and/or granted by the COUNTY and the DISTRICTS, the Proceeds shall not be released below 10% of the estimated cost of the Improvements, (herein the Retainage), for one year following initial acceptance of the Improvements. The Retainage shall be held to insure that the Improvements do not have any latent defects in materials or workmanship, or damage caused by APPLICANT as determined by the DISTRICTS and the COUNTY, such that the Improvements do not continue to meet COUNTY or DISTRICTS as-approved standards for one year(s) after said initial acceptance. Notwithstanding said Retainage, APPLICANT shall be responsible for any substandard, defective, or damaged Improvements if the Retainage is inadequate to cover any such Improvements. APPLICANT, contractor, subcontractor, or other person providing the replacement guarantee shall be responsible for any substandard or defective Improvements if the Proceeds of said replacement guarantee are inadequate to cover any such Improvements. At the end of one year following initial acceptance of the Improvements, to the extent that no claims have been made that the Improvements are nonconforming, substandard, or defective, the Retainage shall be disbursed to APPLICANT.

17. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless COUNTY and DISTRICTS, its elected and appointed officials, officers, employees, agents, and volunteers from and against any and all liability which may arise as a result of the installation of the Improvements prior to the initial acceptance (as provided herein) of the Improvements as defined herein, and from and against any and all liability which may arise as a result of any improvements which are found to be



defective during the one-year warranty period covered by this Agreement. With respect to APPLICANT'S agreement to defend COUNTY and DISTRICTS, as set forth above, COUNTY and DISTRICTS shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of COUNTY and DISTRICTS.

18. **RELEASE OF PROCEEDS.** In the event the Improvements have been installed to the satisfaction of the COUNTY and the DISTRICTS and/or the Fees have been paid pursuant to this Agreement and Morgan County ordinances within the above stated time period(s), the COUNTY and the DISTRICTS agree to execute a written release of the remaining Proceeds.

19. **DEMAND FOR AND USE OF PROCEEDS; PROCESS AS BETWEEN THE COUNTY AND THE DISTRICTS.** In the event the Improvements are not installed to the satisfaction of the COUNTY or the relevant DISTRICT and/or the Fees are not paid pursuant to this Agreement and Morgan County ordinances within the above stated time period(s) and/or APPLICANT fails to perform any obligation under this Agreement or Morgan County ordinances, the COUNTY and the relevant DISTRICT may, after 30 days' prior written notice to APPLICANT, during which 30 days APPLICANT has not cured the default, use and expend all the Proceeds or such lesser amount as may be estimated by the COUNTY and the relevant DISTRICT to be necessary to complete the Improvements and/or pay the Fees as required herein. The COUNTY and DISTRICTS acknowledge and agree that all Improvements are to be dedicated to and accepted by the relevant DISTRICT. As such, the relevant DISTRICT shall have the first opportunity to expend the Proceeds in order to complete the Improvements and satisfy the obligations of the APPLICANT under this Agreement. In the event that the relevant DISTRICT is not completing the Improvements in compliance with the provisions of this Agreement, then the COUNTY may provide 30 days' prior written notice to the relevant DISTRICT, and if, within such time period, the relevant DISTRICT does not correct any such failure, the COUNTY shall have the right to apply the Proceeds to complete the Improvements. The COUNTY and DISTRICTS shall cooperate in relation to the administration of this Agreement. In the event that the relevant DISTRICT is using the Proceeds to complete the Improvements, the relevant DISTRICT shall, prior to commencement of such work, consult with the Morgan County Engineer, as to the process, timing and procedures for the relevant DISTRICT to complete the Improvements and for the Morgan County Engineer's ongoing inspection process and involvement. The County Engineer shall approve in writing the relevant DISTRICT's plans prior to the commencement of any work by said DISTRICT. Such approval shall not be unreasonably withheld or delayed, and the County Engineer's evaluation and decision regarding approval shall be made in accordance with accepted industry standards. The DISTRICTS and APPLICANT acknowledge that Section 22 shall apply to determination of the whether the Improvements meet required standards.

20. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Improvements according to the as-approved standards for the construction and acceptance for the Improvements, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency. Additionally, no further approvals, permits or business licenses shall be issued, and/or any existing approvals, permits or business licenses applicable to the payment of the Fees of the location of the Improvements may be immediately suspended or revoked by the COUNTY unless the Improvements are completed and/or the Fees are paid, or, until a new cash escrow guarantee acceptable to the COUNTY and DISTRICTS has been executed to insure completion of the remaining Improvements and/or payment of the Fees. Furthermore, the cost of completion of the Improvements shall include reimbursement to COUNTY and DISTRICTS for all costs including, but not limited to, construction costs and any Incidental Costs incurred by COUNTY and DISTRICTS in completing the Improvements and/or collecting the Proceeds.

21. **ACCESS TO PROPERTY.** Should the COUNTY or the DISTRICTS elect to use the Proceeds to complete the Improvements, APPLICANT herein expressly grants to the COUNTY, the DISTRICTS and any contractor or other agent hired by the COUNTY or the DISTRICTS the right of access to the project property to complete the Improvements.

22. **IMPROVEMENT STANDARDS.** Improvements shall be done according to the specifications and requirements of the COUNTY and DISTRICTS. All work shall be subject to the inspection of COUNTY and DISTRICTS. Any questions as to conformity with COUNTY'S and DISTRICTS' as-approved specifications or standards, technical sufficiency of the work, quality, and serviceability shall be decided by the DISTRICTS and COUNTY. The COUNTY Engineer's decision shall be final and conclusive.

23. **SUBSTANDARD IMPROVEMENTS.** Should any Improvements prove to be substandard or defective within the one-year warranty period discussed above, COUNTY or a DISTRICT shall notify APPLICANT in writing of such substandard or defective Improvements. APPLICANT shall then have 15 days from notice from the COUNTY or a DISTRICT in which to commence repair of the Improvements, and a reasonable amount of time, as determined by COUNTY or a DISTRICT, as applicable, which shall be specified in the notice, to complete repair of the Improvements. Should APPLICANT fail to either commence repair of the Improvements or complete repair of the Improvements within the required time periods, COUNTY or a DISTRICT may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by COUNTY or a DISTRICT.

24. **INSURANCE.** Should COUNTY or the DISTRICTS elect to install, complete, or remedy any defect or damage in the Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by COUNTY or the DISTRICTS to complete or remedy the Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by COUNTY or the DISTRICTS, as applicable, and consistent with commercially reasonable project construction insurance requirements. APPLICANT shall indemnify, defend, and hold harmless COUNTY and DISTRICTS, their officers, employees, and agents for any liability which exceeds the insurance policy limit. COUNTY or DISTRICTS, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by COUNTY, and any existing



permit, approval, or business license shall be suspended until said premium is initially paid and a bond is in place to cover subsequent payments.

25. **NOTICE.** Notice to APPLICANT, DISTRICTS, or COUNTY shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

26. **MECHANIC/MATERIAL LIENS.** Should COUNTY or a DISTRICT elect to complete or remedy the Improvements, APPLICANT shall indemnify, defend, and hold harmless COUNTY from and against any liability which exceeds the Proceeds for the payment of any labor or material liens as a result of any work of any contractor (including subcontractors and materialmen of any such contractor or agent) hired by COUNTY or which may arise due to either a defect in or failure of this Agreement or insufficient Proceeds to cover such costs.

27. **WAIVER.** The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring failure to perform.

28. **ATTORNEY'S FEES.** In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith, either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

29. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

30. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by Morgan County ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of COUNTY, shall also apply to the subdivision or development which is the subject of this Agreement.

31. **SUCCESSORS.** APPLICANT, DISTRICTS, and COUNTY, as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, and/or assigns of APPLICANT, DISTRICTS, and COUNTY respectively.

32. **INDUCEMENT.** The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

33. **INTEGRATION.** This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

34. **MODIFICATION.** Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

35. **CAPTIONS.** The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

36. **SEVERABILITY.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

37. **ASSIGNMENT.** The parties to this Agreement may assign this Agreement, or any part hereof, with the prior written consent of all other parties to this Agreement.

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

APPLICANT:

MORGAN COUNTY

By: _____

By: _____

Title: _____

Title: County Commission Chairperson

(Signature must be notarized on following pages.)

ATTEST:

COUNTY CLERK

ZIONS FIRST NATIONAL BANK

By: _____

Title: _____

(Signature must be notarized on following pages.)

WPR UTILITY DISTRICT

By: _____

Title: Board Chair

(Signature must be notarized on following pages.)

WPR ROAD AND FIRE DISTRICT

By: _____

Title: Board Chair

(Signature must be notarized on following pages.)

APPROVED AS TO CONTENT:

By: _____
Planning & Development Service Department

Date

By: _____
County Engineer

Date

APPROVED AS TO FORM:

By _____
County Attorney

Date



APPLICANT NOTARIZATION

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], of Wasatch Peaks Ranch, LLC, a Delaware limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

Notary Public

UTILITY DISTRICT NOTARIZATION

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], WPR Utility District, a special district formed under Utah Code Ann. §§17B-1-101, and he/she acknowledged to me that said district executed the same.

Notary Public

ROAD DISTRICT NOTARIZATION

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], WPR Road & Fire District, a special district formed under Utah Code Ann. §§17B-1-101, and he/she acknowledged to me that said district executed the same.

Notary Public

DEPOSITORY NOTARIZATION

State of _____)
:ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me _____ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title], ZIONS First National Bank with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

Notary Public

EXHIBIT A

Financial Guarantee Estimate
April 22, 2026



PROJECT TITLE:
Wasatch Peaks Subdivision - Plat 4A
Morgan County

Developer: Wasatch Peaks Ranch, LLC

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Quantity Completed Before Escrow	Amount Completed Before Escrow	Escrow Amount
Roadway								
1	Rolled Curb & Gutter	1,100	L.F.	\$ 35.00	\$ 38,500.00			\$ 38,500.00
2	Roadbase	14,425	S.F.	\$ 1.00	\$ 14,425.00			\$ 14,425.00
3	HMA (5" Thick)	12,250	S.F.	\$ 5.00	\$ 61,250.00			\$ 61,250.00
4	Seal Coat	12,250	S.F.	\$ 0.75	\$ 9,187.50			\$ 9,187.50
5	Guardrail	200	L.F.	\$ 80.00	\$ 16,000.00			\$ 16,000.00
Sanitary Sewer								
6	8" Dia. PVC Sewer Pipe	520	L.F.	\$ 80.00	\$ 41,600.00			\$ 41,600.00
7	Sewer Service Laterals	6	Each	\$ 3,500.00	\$ 21,000.00			\$ 21,000.00
8	Sewer Manholes	6	Each	\$ 15,000.00	\$ 90,000.00			\$ 90,000.00
9	Video Inspection and Cleaning	520	L.F.	\$ 3.00	\$ 1,560.00			\$ 1,560.00
Storm Drain								
10	18" Dia. ADS Pipe	430	L.F.	\$ 130.00	\$ 55,900.00			\$ 55,900.00
11	24" Dia. ADS Pipe	100	L.F.	\$ 230.00	\$ 23,000.00			\$ 23,000.00
12	FES 24"	1	Each	\$ 4,000.00	\$ 4,000.00			\$ 4,000.00
13	Stormdrain Manholes	3	Each	\$ 15,000.00	\$ 45,000.00			\$ 45,000.00
14	Single SD Inlet	7	Each	\$ 15,000.00	\$ 105,000.00			\$ 105,000.00
15	Riprap Outfall	1	Each	\$ 5,500.00	\$ 5,500.00			\$ 5,500.00
Culinary Water - Single Family								
16	10" Dia. HDPE Pipe	585	L.F.	\$ 125.00	\$ 73,125.00			\$ 73,125.00
17	Fire Hydrant Assemblies	2	Each	\$ 15,000.00	\$ 30,000.00			\$ 30,000.00
18	Water Service	6	Each	\$ 5,500.00	\$ 33,000.00			\$ 33,000.00
19	Disinfection and Testing	1	L.S.	\$ 17,500.00	\$ 17,500.00			\$ 17,500.00
Subtotal					\$ 685,547.50			\$ 685,547.50
10% Guarantee					\$ 68,554.75			\$ 68,554.75
TOTAL					\$ 754,102.25			\$ 754,102.25
Percentage								

Engineer's Approval:

Date:

4/22/26

2026-2027 Service Provider Rates



Road and Fire District Service 2026-2027 Provider Rates

Service	Provider	Rate
Professional Fees; Accounting	Wasatch Peaks Ranch Club, LLC	\$2,100 per month
District Administrative Management	WPR Development Company, LLC	\$3,000 per month
General Management Services	WPR Development Company, LLC	\$36,015 per month
Financial Modeling Services	Mark Sieter via contract with WPR Development Company	\$125 per hour