



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of creation for the AUTO MALL & RETAIL PUBLIC INFRASTRUCTURE DISTRICT, located in HERRIMAN CITY, dated NOVEMBER 9, 2022, complying with Section §17B-1-215, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the AUTO MALL & RETAIL PUBLIC INFRASTRUCTURE DISTRICT, located in SALT LAKE COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 9<sup>th</sup> day of November, 2022 at Salt Lake City, Utah.

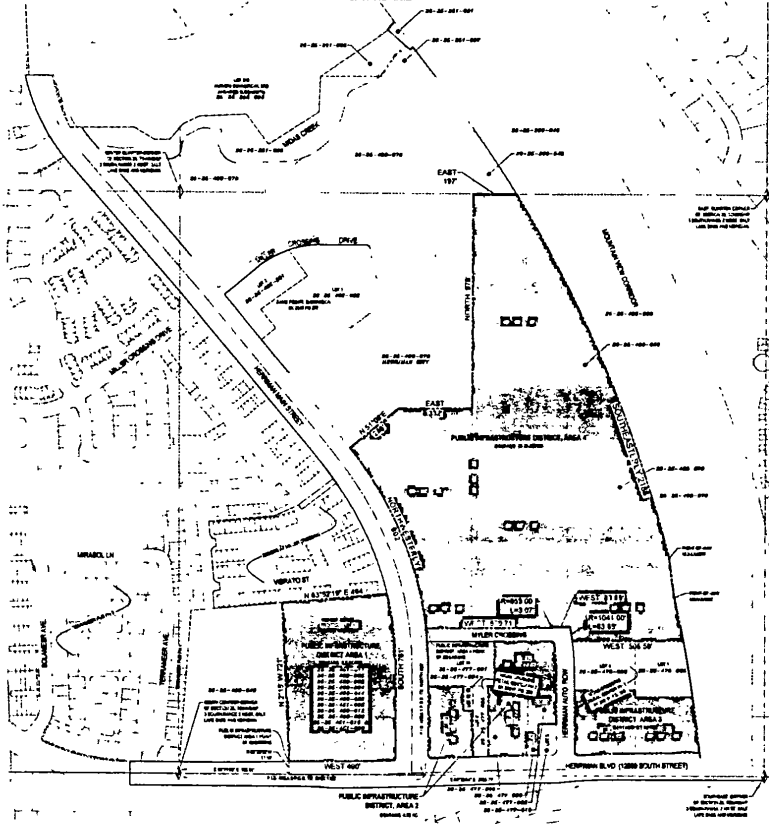
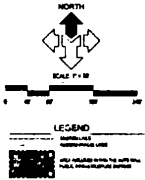
DEIDRE M. HENDERSON  
Lieutenant Governor



14045616 B: 11387 P: 2200 Total Pages: 69  
11/23/2022 11:49 AM By: aallen Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: HERRIMAN CITY  
5395 WEST HERRIMAN MAIN STREET HERRIMAN, UT 84096

A FINAL LOCAL ENTITY PLAT OF  
**AUTO MALL & RETAIL PUBLIC INFRASTRUCTURE DISTRICT**  
 A PUBLIC INFRASTRUCTURE DISTRICT

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH,  
 RANGE 7 WEST SALT LAKE BASIN & MERRIAM,  
 LOCATED IN HERRINGHORN CITY, COUNTY OF SALT LAKE, STATE OF UTAH  
 PREPARED OCTOBER 16, 2020



**McNEIL ENGINEERING**  
 Preparing for Salt Lake County Clerk  
 2020 Salt Lake County Clerk's Office  
 1000 West 300 South, Suite 200, Salt Lake, Utah 84115  
 Tel: (801) 224-7700 Fax: (801) 224-0271  
 E-Mail: mcneil@mcneileng.com www.mcneileng.com

SHEET  
 1  
 OF  
 1

SURVEYOR'S CERTIFICATE

I, the undersigned, a duly Licensed and Registered Professional Surveyor, do hereby certify that the foregoing plat and description of land are correct and true to the original survey of the land described therein.



AUTO MALL & RETAIL PUBLIC INFRASTRUCTURE DESCRIPTIONS

**PUBLIC INFRASTRUCTURE DISTRICT**  
 The Public Infrastructure District is a legal entity that is created by the voters of a community and is established by a local ordinance. It is a public body corporate and is authorized to acquire, own, operate, maintain, and improve public infrastructure. The Public Infrastructure District is a public body corporate and is authorized to acquire, own, operate, maintain, and improve public infrastructure. The Public Infrastructure District is a public body corporate and is authorized to acquire, own, operate, maintain, and improve public infrastructure.

SURVEYOR'S NARRATIVE

This plat and the description herein were prepared by me or under my supervision and I am a duly Licensed and Registered Professional Surveyor. I am a duly Licensed and Registered Professional Surveyor. I am a duly Licensed and Registered Professional Surveyor.

SALT LAKE COUNTY SURVEYOR

Approved this 16th day of October, 2020, as a Final Local Entity Plat of the Salt Lake County Public Infrastructure District.

*[Signature]*  
 D. J. ...  
 Salt Lake County Surveyor

HERRINGHORN CITY APPROVAL

Approved this 16th day of October, 2020, by the Herringhorns City Council.

*[Signature]*  
 Herringhorns City Council

A FINAL LOCAL ENTITY PLAT OF  
**AUTO MALL & RETAIL PUBLIC INFRASTRUCTURE DISTRICT**  
 A PUBLIC INFRASTRUCTURE DISTRICT

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH,  
 RANGE 7 WEST SALT LAKE BASIN & MERRIAM,  
 LOCATED IN HERRINGHORN CITY, COUNTY OF SALT LAKE, STATE OF UTAH

SALT LAKE COUNTY RECORDER

RECORDED THIS 16th DAY OF OCTOBER, 2020, AT 10:00 AM.

14474

**NOTICE OF IMPENDING BOUNDARY ACTION**

**TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Herriman, Utah (the "Council"), acting in its capacity as the creating entity for the Auto Mall and Retail Public Infrastructure District (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on October 12, 2022 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

**DATED** this 12<sup>th</sup> day of October, 2022.

**CITY COUNCIL, THE CITY OF HERRIMAN, UTAH,  
acting in its capacity as the creating authority for the  
Auto Mall and Retail Public Infrastructure District**

By: [Signature]  
**AUTHORIZED  
REPRESENTATIVE**

**VERIFICATION**

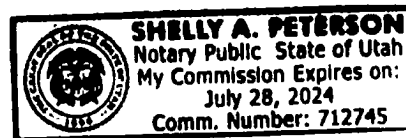
STATE OF UTAH            )  
  )  
COUNTY OF SALT LAKE )

:ss.

SUBSCRIBED AND SWORN to before me this 12 day of

Oct., 2022.

[Signature]  
**NOTARY PUBLIC**



**EXHIBIT "B" TO NOTICE OF BOUNDARY ACTION**

**Final Local Entity Plat**

Herriman, Utah

October 12, 2022

The City Council (the "Council") of Herriman City, Utah (the "City"), met in regular session (including by electronic means) on October 12, 2022, at its regular meeting place in Herriman, Utah at 7:00 p.m., with the following members of the Council being present:

|                 |               |
|-----------------|---------------|
| Lorin Palmer    | Mayor         |
| Jared Henderson | Councilmember |
| Teddy Hodges    | Councilmember |
| Sherrie Ohrn    | Councilmember |
| Steven Shields  | Councilmember |

Also present:

|                |               |
|----------------|---------------|
| Jackie Nostrom | City Recorder |
|----------------|---------------|

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this October 12, 2022, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilmember Steven Shields and seconded by Councilmember Teddy Hodges adopted by the following vote:

AYE: Mayor Lorin Palmer, Councilmember Jared Henderson, Councilmember Teddy Hodges, Councilmember Sherrie Ohrn, and Councilmember Steven Shields.

NAY:

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

RESOLUTION R28-2022

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF HERRIMAN, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF THE AUTO MALL AND RETAIL PUBLIC INFRASTRUCTURE DISTRICT (THE "DISTRICT") AS AN INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT, AN INTERLOCAL AGREEMENT, AND A NOTICE OF BOUNDARY ACTION; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO EXECUTE AND APPROVE THE FINAL TERMS AND PROVISIONS OF THE GOVERNING DOCUMENT, THE INTERLOCAL AGREEMENT, THE NOTICE OF BOUNDARY ACTION AND ANY OTHER DOCUMENTS RELATED THERETO; APPROVING OF AN ANNEXATION AREA; AUTHORIZING THE DISTRICT TO PROVIDE SERVICES RELATING TO THE FINANCING AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE WITHIN THE ANNEXATION AREA; APPOINTING A BOARD OF TRUSTEES OF THE DISTRICT; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

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

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

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

WHEREAS, prior to consideration of this Resolution, the City held a public hearing to receive input from the public regarding the creation of the District, and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

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

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

WHEREAS, the City mailed or caused to be mailed prior notice of the hearing to each of the Property Owners in compliance with Section 17B-1-211(1)(b) of the Act; and

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

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Section 17D-4-202(9) of the PID Act; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the District under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B and an Interlocal Agreement between the City and the District, attached to the Governing Document as Governing Document Exhibit D; and

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

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

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

2. The District is hereby created as a separate entity from the City in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

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

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

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

6. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.

7. The District Board is hereby appointed as follows:

(a) Trustee 1 – Larry Myler for an initial six-year term.

(b) Trustee 2 – James Horsley for an initial four-year term.

(c) Trustee 3 – Heather McDougald for an initial six-year term.

(d) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

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

9. Prior to certification of the creation of the District by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor, a Councilmember, or the City Manager to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

10. The Board of Trustees of the District (the “District Board”) is hereby authorized and directed to record such Governing Document with the recorder of Salt Lake County within thirty (30) days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.



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

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

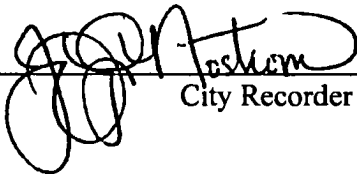
13. This resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than 30 days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the Mayor, a Councilmember, the City Attorney, or the City Manager.

PASSED AND ADOPTED by the City Council of the City of Herriman, Utah, this October 12, 2022.

CITY OF HERRIMAN, UTAH

By:   
Mayor

ATTEST:

By:   
City Recorder

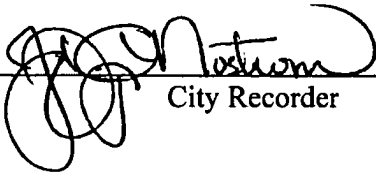


(Here follows other business not pertinent to the above.)

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

By:   
Mayor

ATTEST:

By:   
City Recorder



STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

I, Jackie Nostrom, the undersigned duly qualified and acting City Recorder of the City of Herriman, Utah (“the City”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the “Council”), had and taken at a lawful meeting of the Council on October 12, 2022, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this October 12, 2022.



By: Jackie Nostrom  
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Jackie Nostrom, the undersigned City Recorder of the City of Herriman, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on October 12, 2022, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

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

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

In addition, the Notice of 2022 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be (i) posted on December 9, 2021, at the principal office of the City, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the City on December 9, 2021 and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 12, 2022.

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

  
City Recorder



SCHEDULE 1

NOTICE OF MEETING AND AGENDA



## CITY COUNCIL AGENDA

**Wednesday, October 12, 2022**

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the City Council Chambers, located at  
5355 WEST HERRIMAN MAIN STREET, HERRIMAN, UTAH

**5:30 PM – WORK MEETING: (Fort Herriman Conference Room)**

**1. Council Business**

- 1.1. Review of this Evening's Agenda
- 1.2. Future Agenda Items
- 1.3. Council discussion of future citizen recognitions

**2. Administrative Reports**

- 2.1. Discussion relating to the proposed development on the Game Pointe property – Tami Moody, Assistant City Manager
- 2.2. Discussion regarding driveway improvements to property located at 13633 South Rose Canyon Road (6400 West) – Blake Thomas, Community Development Director
- 2.3. Discussion pertaining to Pioneering Agreements – Todd Sheeran, City Attorney
- 2.4. Discussion of permitted and conditional land uses within the proposed Auto Mall, North of Miller, Crescent, and Garden Plots Master Development Agreements with Herriman 73 Partners LLC – Michael Maloy, City Planner

**3. Adjournment**

5355 W. Herriman Main St. • Herriman, Utah 84096  
(801) 416-5323 office • herriman.org

**7:00 PM – GENERAL MEETING:**

**4. Call to Order**

4.1. Invocation/Thought/Reading and Pledge of Allegiance

4.2. City Council Comments and Recognitions

**5. Public Comment**

Audience members may bring any item to the City Council's attention. Comments will be limited to two minutes. State Law prohibits the Council from acting on items that do not appear on the agenda. Public comments for this meeting will also be conducted electronically. Any person interested in addressing the Council may submit a comment by emailing [recorder@herriman.org](mailto:recorder@herriman.org) or by visiting [Herriman.org/agendas-and-minutes](http://Herriman.org/agendas-and-minutes), where there is a link to fill out an online public comment form. Your statement will be incorporated into the public record.

**6. City Council Reports**

6.1. Councilmember Jared Henderson

6.2. Councilmember Teddy Hodges

6.3. Councilmember Sherrie Ohrn

6.4. Councilmember Steven Shields

**7. Mayor Report**

**8. Reports, Presentations and Appointments**

8.1. Unified Fire Authority Fire Chief Introduction and Presentation – Dominic Burchett, UFA Fire Chief

**9. Public Hearing**

9.1. Public Hearing and consideration of an ordinance regarding the creation of a proposed Public Infrastructure District and accompanying Governing Document for the Herriman Auto Mall – Blake Thomas, Community Development Director

**10. Consent Agenda**

10.1. Approval of the May 4, 2022, June 8, 2022, August 24, 2022 and September 14, 2022 City Council meeting minutes

10.2. Approval of the monthly financial summary for August 2022.

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10.3. Consideration to Approve an Amendment to the Sky Haven Development Reimbursement Agreement

**11. Discussion and Action Items**

- 11.1. Consideration of the proposed Master Development Agreement (MDA) for Teton Commercial at 11840 S and 11918 S Mustang Trail Way in the C-2 (Commercial) Zone. (File No. M2022-065) – Michael Maloy, City Planner
- 11.2. Discussion and consideration of an ordinance to amend Chapter 10.31 of City Code (AMSD Auto Mall Special District) to modify permitted land uses, architectural, landscaping, lighting, and signage standards as proposed by Herriman 73 Partners LLC. (File No. Z2022-116) – Michael Maloy, City Planner
- 11.3. Discussion and consideration of an ordinance to adopt the Auto Mall Master Development Agreement – Mountain View Corridor in the AMSD (Auto Mall Special District) Zone on ±50.38 acres located at approximately 4874 W 12600 South as requested by Herriman 73 Partners LLC. (File No. M2022-110) – Michael Maloy, City Planner
- 11.4. Discussion and consideration of an ordinance to adopt the Auto Mall Master Development Agreement – North of Miller Crossing on ±12.89 of property located at approximately 12120 S Mountain View Corridor Highway in the AMSD (Auto Mall Special District) Zone as requested by Herriman 73 Partners LLC (File No. M2022-109) – Michael Maloy, City Planner
- 11.5. Discussion and consideration of an ordinance to adopt the Auto Mall Master Development Agreement - Crescent Parcel on ±15.5 acres of property located approximately at 5452 W Herriman Boulevard in the C-2 (Commercial) Zone as requested by Herriman 73 Partners LLC (File No. M2022-107) – Michael Maloy, City Planner
- 11.6. Discussion and consideration of an ordinance to adopt the Auto Mall Master Development Agreement – Garden Plots on ±8.38 acres of property located at approximately 5047 W 12560 South in the C-2 (Commercial) Zone as requested by Herriman 73 Partners LLC (File No. M2022-108) – Michael Maloy, City Planner

**12. Future Meetings**

City Council Strategic Planning Meeting: October 19 – 10:00 a.m.

Next Planning Meeting: October 20, 2022

Next City Council Meeting: October 26, 2022

**13. Closed Session**

5355 W. Herriman Main St. • Herriman, Utah 84096  
(801) 446-5323 office • herriman.org

The Herriman City Council may temporarily recess the City Council meeting to convene in a closed session to discuss pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205

**14. Adjournment**

**15. Recommence to Work Meeting (If Needed)**

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Herriman City at (801) 446-5323 and provide at least 48 hours advance notice of the meeting.

ELECTRONIC PARTICIPATION: Members of the City Council may participate electronically via telephone, Skype, or other electronic means during this meeting.

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Council will be asked to complete a written comment form and present it to the City Recorder. In general, the chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action.

I, Jackie Nostrom, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html) and on Herriman City's website at [www.herriman.org](http://www.herriman.org). Posted and dated this 7<sup>th</sup> day of October, 2022. /s/ Jackie Nostrom, City Recorder

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(801) 446-5323 office • [herriman.org](http://herriman.org)

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

# HERRIMAN CITY ANNUAL MEETING SCHEDULE FOR 2022

## ANNUAL MEETING SCHEDULE FOR THE CITY COUNCIL

**PUBLIC NOTICE** is hereby given that the 2022 Annual Meeting Schedule of the City Council of Herriman, Utah is as follows:

| REGULAR MEETING | DATE          |
|-----------------|---------------|
| January.....    | 12 - 26       |
| February.....   | 9 - 23        |
| March.....      | 9 - 23 - 30*  |
| April.....      | 13 - 27       |
| May.....        | 11 - 25       |
| June.....       | 8 - 22 - 29*  |
| July.....       | 13 - 27       |
| August.....     | 10 - 24 - 31* |
| September.....  | 14 - 28       |
| October.....    | 12 - 26       |
| November.....   | 9 - 30*       |
| December.....   | 14            |

Regular meetings of the City Council are held in the City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah commencing at 7:00 p.m. on the second and fourth Wednesday of each month. Work Meetings begin at 5:30 p.m. in the Fort Herriman Conference Room and are held on the second and fourth Wednesday of each month. Meetings may be cancelled due to holidays or lack of agenda items. Call the City Offices at 801-446-5323 or check [www.herriman.org](http://www.herriman.org) for more information.

\* Joint Meetings with the City Council and the Planning Commission will be held in the City Hall Community Room, 5355 West Herriman Main Street, Herriman, Utah commencing at 6:00 p.m. on the fifth Wednesday of each month. Meetings may be cancelled due to holidays or lack of agenda items.

## ANNUAL MEETING SCHEDULE FOR THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF HERRIMAN CITY

**PUBLIC NOTICE** is hereby given that the 2022 Annual Meeting Schedule for the Community Development and Renewal Agency of Herriman, Utah is as follows:

| REGULAR MEETING | DATE |
|-----------------|------|
| May .....       | 11   |
| June.....       | 8    |

Regular meetings will convene in the City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Other meetings may be held as necessary at the call of the Chair and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801-446-5324 or check [www.herriman.org](http://www.herriman.org) for more information.

## ANNUAL MEETING SCHEDULE FOR THE PLANNING COMMISSION

**PUBLIC NOTICE** is hereby given that the 2022 Annual Meeting Schedule for the Planning Commission is as follows:

| REGULAR MEETING | DATE         |
|-----------------|--------------|
| January.....    | 6 - 20       |
| February.....   | 3 - 17       |
| March.....      | 3 - 17 - 30* |
| April.....      | 7 - 21       |
| May.....        | 5 - 19       |
| June.....       | 2 - 16 - 29* |
| July.....       | 7 - 21       |
| August.....     | 4 - 18 - 31* |
| September.....  | 1 - 15       |
| October.....    | 6 - 20       |
| November.....   | 3 - 17 - 30* |
| December.....   | 1 - 15       |

Regular meetings of the Planning Commission are held in the City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah commencing at 7:00 p.m. on the first and third Thursday of each month. Work Meetings begin at 6:00 p.m. in the Fort Herriman Conference Room. Meetings may be cancelled due to holidays or lack of agenda items. The City Council may periodically attend the Planning Commission meetings. Call Community Development at 801.446.5323 or check [www.herriman.org](http://www.herriman.org) for more information.

\* Joint Meetings with the City Council and the Planning Commission will be held in the City Hall Community Room, 5355 West Herriman Main Street, Herriman, Utah commencing at 6:00 p.m. on the fifth Wednesday of each month. Meetings may be cancelled due to holidays or lack of agenda items.

## ANNUAL MEETING SCHEDULE FOR THE HERRIMAN CITY SAFETY ENFORCEMENT AREA

**PUBLIC NOTICE** is hereby given that the 2022 Annual Meeting Schedule for the Community Development and Renewal Agency of Herriman, Utah is as follows:

| REGULAR MEETING | DATE |
|-----------------|------|
| May .....       | 11   |
| June.....       | 8    |

Regular meetings will convene in the City Hall Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Other meetings may be held as necessary at the call of the Chair and will be posted as required with a minimum of 24-hours' notice. Call the City Offices at 801-446-5324 or check [www.herriman.org](http://www.herriman.org) for more information.

**ANNUAL MEETING SCHEDULE FOR THE  
YOUTH CITY COUNCIL**

**PUBLIC NOTICE** is hereby given that the 2022 Annual Meeting Schedule of the Youth City Council of Herriman, Utah is as follows:

| <b>REGULAR MEETING</b> | <b>DATE</b> |
|------------------------|-------------|
| January.....           | 13          |
| February.....          | 10          |
| March.....             | 10          |
| April.....             | 14          |
| May.....               | 12          |
| June.....              | 9           |
| July.....              | 14          |
| August.....            | 11          |
| September.....         | 8           |
| October.....           | 13          |
| November.....          | 10          |
| December.....          | 8           |

Regular meetings of the Youth City Council are held in the City Hall Community Room, 5355 West Herriman Main Street, Herriman, Utah commencing at 4:00 p.m. on the second Thursday of each month. Call the City Offices at 801-446-5323 or check [www.herriman.org](http://www.herriman.org) for more information.

**ANNUAL MEETING SCHEDULE FOR THE  
ARTS COUNCIL**

**PUBLIC NOTICE** is hereby given that the 2022 Annual Meeting Schedule of the Arts Council of Herriman, Utah is as follows:

| <b>REGULAR MEETING</b> | <b>DATE</b> |
|------------------------|-------------|
| January.....           | 13          |
| February.....          | 10          |
| March.....             | 10          |
| April.....             | 14          |
| May.....               | 12          |
| June.....              | 9           |
| July.....              | 14          |
| August.....            | 11          |
| September.....         | 8           |
| October.....           | 13          |
| November.....          | 10          |
| December.....          | 8           |

Regular meetings of the Arts Council are held in City Hall located at 5355 West Herriman Main Street, Herriman, Utah commencing at 7:00 p.m. on the second Thursday of each month. Call the City Offices at 801-446-5323 or check [www.herriman.org](http://www.herriman.org) for more information. Meetings may be cancelled due to holidays or lack of agenda items.

**ANNUAL MEETING SCHEDULE FOR THE  
HEALTHY HERRIMAN**

**PUBLIC NOTICE** is hereby given that the 2022 Annual Meeting Schedule of the Healthy Herriman, Utah is as follows:

| <b>REGULAR MEETING</b> | <b>DATE</b> |
|------------------------|-------------|
| January.....           | 27          |
| February.....          | 24          |
| March.....             | 24          |
| April.....             | 28          |
| May.....               | 26          |
| June.....              | 23          |
| July.....              | 28          |
| August.....            | 25          |
| September.....         | 22          |
| October.....           | 27          |
| November.....          |             |
| December.....          | 22          |

Regular meetings of the Healthy Herriman in Herriman City Hall located at 5355 West Herriman Main Street, Herriman, Utah commencing at 10:00 a.m. on the fourth Thursday of each month. Call the City Offices at 801-446-5323 or check [www.herriman.org](http://www.herriman.org) for more information. Meetings may be cancelled due to holidays or lack of agenda items.

**ANNUAL MEETING SCHEDULE FOR THE  
HERRIMAN TRAILS COMMITTEE**

**PUBLIC NOTICE** is hereby given that the 2022 Annual Meeting Schedule of the Healthy Herriman Trails Committee, Utah is as follows:

| <b>REGULAR MEETING</b> | <b>DATE</b> |
|------------------------|-------------|
| January.....           | 6           |
| February.....          | 3           |
| March.....             | 3           |
| April.....             | 7           |
| May.....               | 5           |
| June.....              | 2           |
| July.....              | 7           |
| August.....            | 4           |
| September.....         | 1           |
| October.....           | 6           |
| November.....          | 3           |
| December.....          | 1           |

Regular meetings of the Healthy Herriman Trails Committee will be held in Herriman City Hall located at 5355 West Herriman Main Street, Herriman, Utah commencing at 7:30 p.m. on the first Thursday of each month. Call the City Offices at 801-446-5323 or check [www.herriman.org](http://www.herriman.org) for more information. Meetings may be cancelled due to holidays or lack of agenda items.

EXHIBIT B  
GOVERNING DOCUMENT

**GOVERNING DOCUMENT  
FOR  
AUTO MALL AND RETAIL PUBLIC INFRASTRUCTURE DISTRICT  
HERRIMAN CITY, UTAH**

**Prepared**

**by**

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

**October 12, 2022**

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## **I. INTRODUCTION**

### **A. Purpose and Intent.**

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

### **B. Need for the District.**

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

### **C. Objective of the City Regarding District's Governing Document.**

The City's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected on commercial properties for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate commercial property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

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

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not

exceed the Maximum Debt Mill Levy Imposition Term on taxable properties (or repaid from a combination of Assessments and a mill levy). It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

## II. DEFINITIONS

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

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map and as particularly described in **Exhibit A-2** which are approved by the City for annexation or withdrawal from or into the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for annexation within the District.

Approved Development Plan: means a Preliminary Development Plan, Development Agreement, or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time. An infrastructure plan approved by the City Manager or Planning Director shall constitute an Approved Development Plan for purposes of Section V.A.8. For purposes of this Governing Document, the Master Development Agreement dated \_\_\_\_\_, 2022 shall constitute an Approved Development Plan.

Assessment: means (i) the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property or (2) an assessment by a District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time and (ii) the C-PACE Act.

Board: means the board of trustees of the District.

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

City: means Herriman City, Utah.

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

City Council: means the City Council of the City.

C-PACE Act: means title 11, Chapter 42a of the Utah Code, as amended from time to time.

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

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

District: means the Auto Mall and Retail Public Infrastructure District.

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

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

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a commercial property owner or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

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

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

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

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

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

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map and as particularly described in **Exhibit A-1**.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the District's initial boundaries.

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

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

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

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

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

Project: means the development or property commonly referred to as the Herriman Auto Mall Commercial Project.

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

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

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

State: means the State of Utah.

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

Trustee: means a member of the Board.

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

### **III. BOUNDARIES**

The area of the Initial District Boundaries includes approximately 69.3 acres and the total area proposed to be included in the Annexation Area Boundaries is approximately 18.9 acres. A

legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Article V below.

#### **IV. PROPOSED LAND USE**

The District Area consists of mostly undeveloped land. The 2022 estimated assessed valuation of the District Area within the Initial District Boundaries was \$21,253,737. This valuation is solely for purposes of this Governing Document, and at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The District is not anticipated to have any residents at buildout.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is separately approved by the City in accordance with the City Code.

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

##### **A. Powers of the District and Governing Document Amendment.**

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the District Act and other applicable statutes, common law and the Constitution, subject to any limitations set forth herein.

##### **1. Improvements.**

(a) The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity.

(b) Notwithstanding the foregoing, prior to or contemporaneous with providing for the planning, design, acquisition, construction, installation, relocation, maintenance, and financing of any other Public Improvements the District must have arranged for the financing of the Public Improvements relating to the proposed Herriman Auto Row and Miller Crossing Drive within the Project, as further identified and described as the Automall Infrastructure Improvements in **Exhibit E** (the "Auto Mall Improvements").

(c) The estimated costs for the Public Improvements described in **Exhibit E** do not include any costs associated with raising the debt and/or equity required to fund

such expenses and are estimates only. These estimates are subject to change based on the final construction plans approved by the City and so long as financing sufficient to build such improvements as set forth the plans approved by the City has been arranged, then the District's obligation with respect to the Auto Mall Improvements shall be considered satisfied.

2. Reserved.

3. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Public Improvements shall be subject to the ordinary inspection and approval procedures of the City and other governmental entities having proper jurisdiction.

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that such District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

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

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

6. Annexation and Withdrawal.

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

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

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

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

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

(e) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

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

9. Total Debt Issuance Limitation. The District shall not issue Debt in excess of an aggregate amount of Eighteen Million Dollars (\$18,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

10. Bankruptcy Limitation. All of the limitations contained in the Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

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

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

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material



modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-9 above or in VIII.B-G. shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the City Council and the District Board approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, as specified application materials relating to the District and as may be further defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately Fourteen Million Three Hundred Thousand Dollars (\$14,300,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of three Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees 1, 2, and 3 shall be at large seats. Trustee terms shall be staggered with initial terms as follows: Trustees 1 and 3 shall serve an initial term of six (6) years; Trustee 2 shall serve an initial term of four (4) years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Because there are not anticipated to be any residents within the District, the Board shall continue to be appointed by the City Council and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the City Council

pursuant to the PID Act. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled pursuant to the Local District Act and in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act and in accordance with the PID Act.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

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

## VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

## VIII. FINANCIAL PLAN

### A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. In addition, the District shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments, or both, and other legally available revenues. The District shall not issue Debt in excess of an aggregate amount of Eighteen Million Dollars (\$18,000,000). The total Debt shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District may also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

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

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

C. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.010 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

D. Maximum Debt Mill Levy Imposition Term.

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

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

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

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the

principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

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

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Two Hundred Thousand Dollars (\$200,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

I. Bond and Disclosure Counsel.

It is the intent of the City that the District shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The District has agreed to utilize the City's counsel, Gilmore & Bell, P.C., as bond and disclosure counsel with respect to District Bonds.

**IX. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days following the end of the District's fiscal year.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of last day of the prior fiscal year, if changed.
2. List of current interlocal agreements, if changed (to be delivered to the City upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information, if changed;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;
10. Current year budget including a description of the Public Improvements to be constructed in such year;
11. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);
12. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
13. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

**X. DISSOLUTION**

Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes and disbursed of all assets of such District.

## **XI. DISCLOSURE TO PURCHASERS**

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation, each Board shall record a notice with the recorder of Herriman City. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (e) if applicable, state that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

- (1) All of the information in the first paragraph of this XI;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$1,000** for the duration of the District’s Bonds.”
- (3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

## **XII. INTERLOCAL AGREEMENT**

The form of the Interlocal Agreement required by the City Code, relating to the limitations imposed on the District’s activities, is attached hereto as **Exhibit D**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit D** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit D** at the public hearing approving the Governing Document.

## EXHIBIT A

### Legal Description of the Initial District Boundaries

#### **AMSD:**

#### **Herriman 73 Partners, LLC Parcel**

**A parcel of land situate within the East half (E-1/2) of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, located in Herriman City, County of Salt Lake, State of Utah, being more particularly described as follows:**

Beginning at the Northwest corner of Midas Crossing Retail Center Subdivision, said Northwest corner also being a point of intersection with the North line of Myler Crossing Street and the Easterly line of Herriman Main Street, said point being South 89°36'54" East, along the South line of the Southeast Quarter, a distance of 1128.25 feet and North 0°23'06" East, perpendicular to said section line, a distance of 666.60 feet, from the South Quarter corner of said Section 25; and running thence Northwesterly along the arc of a Non-Tangent Curve, said curve turning to the left through an angle of 32° 35' 31", having a radius of 1593.00 feet, and whose long chord bears N 22° 43' 50" W, for a distance of 893.99 feet; thence departing said Easterly line of Herriman Main Street bearing N 51° 06' 17" E, a distance of 284.58 feet; thence S 89° 54' 40" E, a distance of 332.40 feet; thence N 00° 21' 49" E, for a distance of 974.98 feet, to the East-West Center Quarter Line; thence S 89° 38' 17" E for a distance of 197.89 feet, more or less, to a point on the Westerly line of Mountainview, said point being on the arc of a non-tangential curve; thence, more or less, along the arc of said curve turning to the right through an angle of 19° 10' 13", having a radius of 5634.47 feet, and whose long chord bears S 21° 56' 22" E, a distance of 1876.43 feet; thence S 07° 05' 16" E, more or less continuing along said Westerly line, a distance of 100.13 feet; thence S 11° 46' 12" E, more or less, continuing along said Westerly line, a distance of 200.78 feet, to the Northeast corner of Midas Crossing Retail Center Subdivision Phase 1; thence along the lines of said Midas Crossing Retail Center Phase 1 & 2 the following Five (5) Courses: (1) N 89° 59' 56.9" W, a distance of 502.81 feet to the beginning of a non-tangential curve; (2) along the arc of said curve turning to the left through an angle of 03° 42' 26", having a radius of 987.00 feet, and whose long chord bears N 09° 22' 10" W, a distance of 63.85 feet to a point of intersection with a non-tangential line; (3) N 89° 59' 57" W, a distance of 83.63 feet to the beginning of a non-tangential curve; (4) along the arc of said curve turning to the right through an angle of 00° 11' 00", having a radius of 959.00 feet, and whose long chord bears S 11° 56' 27" E, a distance of 3.07 feet to a point of intersection with a non-tangential line; thence N 89° 59' 57" W, a distance of 570.71 feet to the point of beginning.

Contains: 1,663,677 Sq. Ft., or 38.193 Ac.

#### **Midas Crossing Phase 1 & 2:**

#### **MIDAS CROSSING RETAIL CENTER SUBDIVISION PHASE 1, LOT 2 AND 3**

**LOCATED IN THE SOUTHEAST QUARETER OF SECTION 25 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN**

**LOT 2 AND 3, MIDAS CROSSING RETAIL CENTER SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.**

**MIDAS CROSSING RETAIL CENTER SUBDIVISION PHASE 2, LOT 6, 7, 8, 10, 11, AND 12**

LOCATED IN THE SOUTHEAST QUARETER OF SECTION 25 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN

**LOT 6, 7, 8, 10, 11, AND 12, MIDAS CROSSING RETAIL CENTER SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.**

Contains: 358,164 Sq. Ft., or 8.22 Ac.

**Garden Plot:**

**Proposed (LOT 16-17 combined):**

**A parcel of land Situate within the Southeast Quarter of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, located in Herriman City, County of Salt Lake State of Utah and being more particularly described as follows:**

Beginning at a point in the Northerly line of 12600 South Street, said point being South 89°36'54" East, along the South line of the Southeast quarter, a distance of 745.98 feet and North 0°23'06" East, perpendicular to said section line, a distance of 61.49 feet, from the South Quarter Corner of said Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running S 89° 27' 22" W, along said Northerly line, a distance of 243.84 feet, to the East line of MD&L LLC Parcel 26-25-400-004; thence N 02° 20' 31" W, along said East line, a distance of 702.34 feet, more or less, to the Southerly line of Encore at Miller Crossing Phase 2B, Recorded in Book 2019P, at Page 151 of official records; thence North 83°52'06" East, along said Southerly line, a distance of 487.49 feet, more or less, to a point in the Westerly line of Herriman Main Street, said point being on the arc of a 1447.00 foot non-tangent curve to the right; thence southeasterly along the arc of said curve and said Westerly line of Herriman Main Street, through a central angle of 13°27'49", a distance of 340.02 feet, subtended by a long chord bearing South 6°20'56" East, a distance of 339.24 feet, to a point of tangency; thence South 0°23'43" West, continuing along said Westerly line, a distance of 233.84 feet; thence departing said Westerly line bearing S 89°27'22" W, a distance of 249.58 feet; thence S 0°29'50" E, a distance of 178.15 feet, to the point of beginning.

Contains: 320,928 Sq. Ft., or 7.367 Ac.

**Crescent Piece:**

**MILLER CROSSING HERRIMAN COMMERCIAL LOT 2**



LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH,  
RANGE 2 WEST, SALT LAKE BASE & MERIDIAN HERRIMAN CITY, SALT LAKE  
COUNTY, UTAH

**MILLER CROSSING HERRIMAN COMMERCIAL, LOT 2 ACCORDING TO THE  
OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE  
COUNTY RECORDER'S OFFICE.**

Contains: 675,180 Sq. Ft., or 15.50 Ac.

## EXHIBIT A-2

### Annexation Area Boundaries

#### Herriman City Parcel

**A parcel of land situate within the East half (E-1/2) of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, located in Herriman City, County of Salt Lake, State of Utah, being more particularly described as follows:**

Beginning at a point South  $89^{\circ}36'45''$  East, along the South line of the Southeast Quarter, a distance of 1329.95 feet and North  $0^{\circ}23'06''$  East, perpendicular to said section line, a distance of 1670.71 feet, from the South Quarter corner of said Section 25; and running thence N  $89^{\circ}54'40''$  W, a distance of 332.40 feet; thence S  $51^{\circ}06'17''$  W, a distance of 284.58 feet, more or less, to the Northeasterly line of Herriman Main Street; thence N  $39^{\circ}35'19''$  W, more or less along said Northeasterly line, a distance of 442.81 feet, more or less, to the South corner of the Game Pointe Subdivision; thence along the lines of said subdivision the following Four (4) courses: (1) N  $54^{\circ}11'11''$  E, a distance of 560.07 feet to the beginning of a non-tangential curve; (2) along the arc of said curve turning to the right through  $01^{\circ}43'49''$ , having a radius of 3041.5 feet, and whose long chord bears N  $25^{\circ}40'45''$  W, a distance of 91.85 feet to the beginning of a curve; (3) along the arc of said curve turning to the right through an angle of  $17^{\circ}48'22''$ , having a radius of 391.50 feet, and whose long chord bears N  $15^{\circ}54'38''$  W, for a distance of 121.18 feet; (4) N  $07^{\circ}00'26''$  W, a distance of 95.36 feet to the beginning of a non-tangential curve; thence along the arc of said curve turning to the left through an angle of  $33^{\circ}46'01''$ , having a radius of 500.00 feet, and whose long chord bears N  $70^{\circ}52'13''$  E, a distance of 290.43 feet; thence N  $53^{\circ}59'12''$  E, a distance of 245.95 feet; thence S  $00^{\circ}40'39''$  W, for a distance of 49.59 feet; thence S  $00^{\circ}21'49''$  W, a distance of 974.98 feet to the point of beginning.

Contains: 529,892 Sq. Ft., or 12.165 Ac.

#### 13AC Parcel

**A parcel of land situate within the East half (E-1/2) of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, located in Herriman City, County of Salt Lake, State of Utah, being more particularly described as follows:**

Beginning at a point South  $89^{\circ}36'54''$  East, along the South line of the Southeast Quarter, a distance of 1330.64 feet and North  $0^{\circ}23'06''$  East, perpendicular to said section line, a distance of 858.23 feet, and North  $0^{\circ}21'05''$  East, a distance of 1787.47 feet from the South Quarter corner of said Section 25; and running thence S  $53^{\circ}59'12''$  W, a distance of 245.9462 feet to the beginning of a curve; thence along the arc of said curve turning to the right through  $33^{\circ}46'01''$ , having a radius of 500.00 feet, and whose long chord bears S  $70^{\circ}52'13''$  W, a distance of 290.43 feet to the beginning of a non-tangential curve; thence along the arc of said curve turning to the right through an angle of  $02^{\circ}30'52''$ , having a radius of 500.00 feet, and whose long chord bears S  $89^{\circ}00'39''$  W, a distance of 21.94 feet; thence N  $89^{\circ}43'56''$  W, a distance of 197.83 feet, to the beginning of

a curve; thence along the arc of said curve turning to the left through an angle of 39° 51' 09", having a radius of 500.00 feet, and whose long chord bears S 70° 20' 30" W for a distance of 340.81 feet; thence S 50° 24' 56" W, a distance of 191.54 feet, to the Easterly line of Herriman Main Street; thence N 39° 35' 19" W, along said Easterly line, a distance of 190.00 feet; thence N 48° 23' 28" E, a distance of 662.90 feet, more or less, to a point in the Southerly line of Midas Creek, said point being to the beginning of a non-tangential curve; thence along said Southerly line the following Four (4) courses: (1) the arc of said curve turning to the left through an angle of 59° 43' 49", having a radius of 279.45 feet, and whose long chord bears N 44° 07' 41" E, a distance of 278.32 feet to a point of intersection with a non-tangential line; (2) N 15° 57' 39" E, a distance of 98.23 feet to the beginning of a non-tangential curve; (3) along the arc of said curve turning to the right through an angle of 46° 15' 37", having a radius of 31.14 feet, and whose long chord bears N 40° 01' 19" E for a distance of 24.47 feet to a point of intersection with a non-tangential line; (4) N 63° 40' 47" E, a distance of 146.59 feet; thence S 89° 49' 27" E, a distance of 243.10 feet; thence S 35° 57' 21" E, a distance of 304.58 feet; thence S 00° 39' 24" W, a distance of 241.34 feet to the point of beginning.

Contains: 561,647 Sq. Ft., or 12.894 Ac.

**GAME POINTE SUBDIVISION**

LOCATED IN THE SOUTHEAST QUARETER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, HERRIMAN CITY, CALT LAKE COUNTY, UTAH

**GAME POINTE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.**

Contains: 261,385 Sq. Ft., or 6 Ac.

**EXHIBIT B**

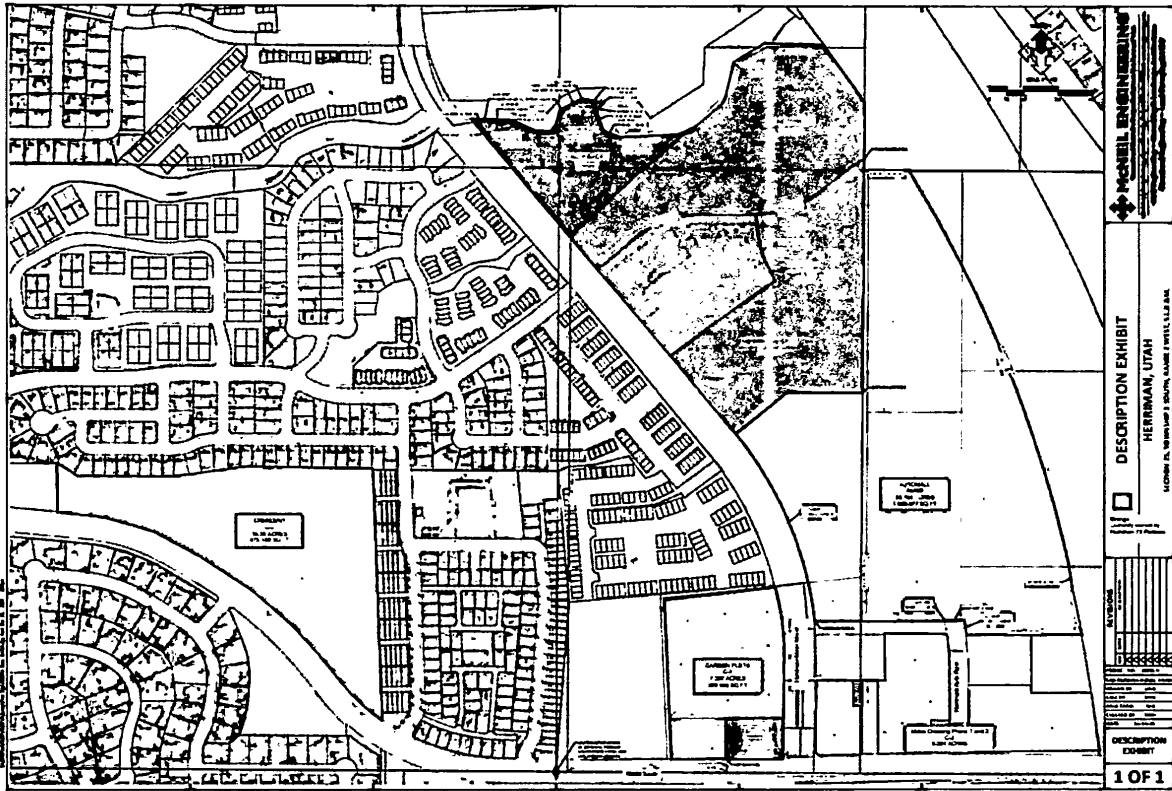
**Herriman City Vicinity Map**

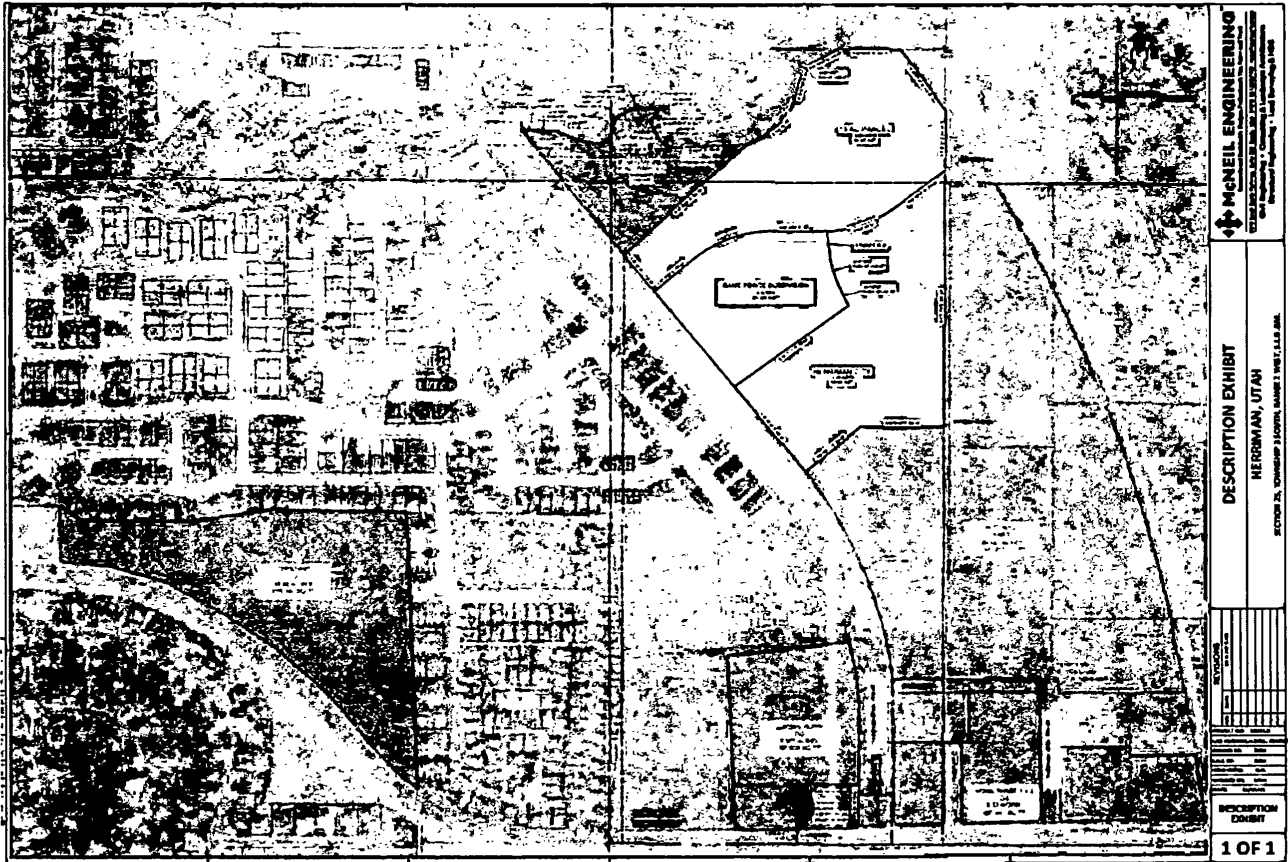


● PID AREA

EXHIBIT C

Initial District and Annexation Area Boundary Map





**McNEIL ENGINEERING**  
 1000 WEST 1000 NORTH  
 SALT LAKE CITY, UTAH 84119  
 (801) 488-1111  
 www.mcneil-engineering.com

**DESCRIPTION EXHIBIT**  
 HERRMAN, UTAH  
 SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, 113D. E.M.

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**DESCRIPTION EXHIBIT**  
 1 OF 1

**EXHIBIT D**

**INTERLOCAL AGREEMENT BETWEEN**

**THE HERRIMAN CITY, UTAH  
AND**

**AUTO MALL AND RETAIL PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the HERRIMAN CITY, a political subdivision of the State of Utah (“City”), and AUTO MALL AND RETAIL PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah (the “District”). The City and the District are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the City on \_\_\_\_\_, 2022 (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

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

**COVENANTS AND AGREEMENTS**

1. **Improvements.**

(a) The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity.

(b) Notwithstanding the foregoing, prior to or contemporaneous with providing for the planning, design, acquisition, construction, installation, relocation, maintenance, and financing of any other Public Improvements the District must have arranged for the financing of the Public Improvements relating to the proposed Herriman Auto Row and Miller Crossing

Drive within the Project, as further identified and described as the Automall Infrastructure Improvements in **Exhibit E** of the Governing Document (the "Auto Mall Improvements").

(c) The estimated costs for the Public Improvements described in **Exhibit E** of the Governing Document do not include any costs associated with raising the debt and/or equity required to fund such expenses and are estimates only. These estimates are subject to change based on the final construction plans approved by the City and so long as financing sufficient to build such improvements as set forth the plans approved by the City has been arranged, then the District's obligation with respect to the Auto Mall Improvements shall be considered satisfied.

2. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

3. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that such District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

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

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

5. Annexation and Withdrawal.

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



(b) The City, approval of the Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

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

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

(e) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of the Governing Document.

6. Overlap Limitation. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

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

8. Total Debt Issuance Limitation. The District shall not issue Debt in excess aggregate amount of Eighteen Million Dollars (\$18,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

9. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

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

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

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

10. Dissolution. Upon an independent determination of each District Board that the purposes for which the District was created have been accomplished, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes and disbursed of all assets of such District.

11. Disclosure to Purchasers. Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation, each Board shall record a notice with the recorder of Herriman City. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (e) if applicable, state that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

(a) All of the information in the first paragraph of 11 of this Agreement;

(b) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, for every \$100,000 of taxable value, there would be an additional annual property tax of \$1,000 for the duration of the District’s Bonds.”

(c) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

12. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager’s Office no later than 210 days following the end of the District’s fiscal year, containing the information set forth in Section IX of the Governing Document.

14. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

15. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.010 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

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

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:           Auto Mall and Retail Public Infrastructure  
District  
10771 South Rippling Bay  
South Jordan, Utah 84009  
Attn: Larry Myler  
Phone:

To the City:               Herriman City  
5355 West Herriman Main Street  
Herriman, UT 84096  
Attn: Planning and Zoning  
Phone: (801) 446-5323

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

23. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

Auto Mall and Retail PUBLIC  
INFRASTRUCTURE DISTRICT

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

Attest:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM: \_\_\_\_\_



HERRIMAN CITY, UTAH

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

Attest:

By: \_\_\_\_\_  
Its: Jackie Nostrum City Recorder

APPROVED AS TO FORM: \_\_\_\_\_

**EXHIBIT E**

**Estimated Costs and Description of Public Improvements**

| <b>Herriman 73 Partners</b>  | <b>Total PID Cost Estimate</b> |                  |                |                  |                  |                   |
|--|--------------------------------|------------------|----------------|------------------|------------------|-------------------|
|  | <b>Automall SSD</b>            | <b>Phase 1</b>   | <b>Phase 2</b> | <b>Garden</b>    | <b>Auto Mall</b> | <b>Crescent</b>   |
| MOBILIZATION & GENERAL CONDITIONS  | 50,000                         | 50,000           | 25,000         | 50,000           | 50,000           | 225,000           |
| EROSION CONTROL  | 30,000                         | 30,000           | 15,000         | 30,000           | 25,000           | 130,000           |
| EARTHWORK  | 76,875                         | 83,750           | 54,813         | 786,466          | 1,321,347        | 2,323,250         |
| STORM DRAINAGE SYSTEM  | 517,150                        | 79,275           | 92,500         | 2,233,760        | -                | 2,922,685         |
| SECONDARY WATER SYSTEM   | 261,580                        | 149,990          | 82,150         | 454,160          | -                | 947,880           |
| WATER SYSTEM   | 246,100                        | 149,550          | 121,950        | 591,460          | -                | 1,109,060         |
| SANITARY SEWER   | 410,502                        | 111,100          | 114,800        | 1,016,834        | -                | 1,653,236         |
| DRY UTILITIES  | -                              | -                | -              | -                | -                | -                 |
| PAVING   | 319,688                        | 232,975          | 190,750        | 1,883,241        | -                | 2,626,654         |
| OFF-SITE STORM DRAIN DETENTION BASINS (MAVERIK BASIN & NORTH OF PHASE 1) | 96,000                         | -                | -              | -                | -                | 96,000            |
| SIGNAL 126TH AND AUTO ROW  | -                              | -                | -              | 350,000          | -                | 350,000           |
| SIGNAL MILLER CROSSING AND MAIN  | -                              | -                | -              | 350,000          | -                | 350,000           |
| STREET LIGHTING  | 31,500                         | 26,250           | 26,250         | 141,750          | 36,750           | 262,500           |
| CONTINGENCY  | 203,939                        | 91,289           | 72,321         | 788,767          | 143,310          | 1,299,627         |
| <b>Total</b>   | <b>2,243,334</b>               | <b>1,004,179</b> | <b>795,534</b> | <b>8,676,439</b> | <b>1,576,406</b> | <b>14,295,892</b> |

as of 8/12/2022



| Herriman 73<br>Partners<br>Automall SSD  | Total PID Preliminary Schedule |                |               |                |                |
|--|--------------------------------|----------------|---------------|----------------|----------------|
|  | Phase 1                        | Phase 2        | Auto Mall     | Garden         | Crescent       |
| MOBILIZATION &<br>GENERAL<br>CONDITIONS  | May 2021                       | July 2021      | October 2022  | February 2023  | February 2023  |
| EROSION CONTROL  | May 2021                       | August 2021    | October 2022  | March 2023     | March 2023     |
| EARTHWORK  | June 2021                      | August 2021    | December 2022 | April 2023     | May 2023       |
| SANITARY SEWER   | August 2021                    | September 2021 | February 2023 | June 2023      | July 2023      |
| STORM DRAINAGE<br>SYSTEM   | September 2021                 | October 2021   | March 2023    | July 2023      | August 2023    |
| SECONDARY WATER<br>SYSTEM  | September 2021                 | October 2021   | April 2023    | July 2023      | August 2023    |
| WATER SYSTEM   | September 2021                 | October 2021   | April 2023    | August 2023    | August 2023    |
| DRY UTILITIES  | September 2021                 | November 2021  | May 2023      | September 2023 | September 2023 |
| PAVING   | October 2021                   | October 2021   | May 2023      | September 2023 | October 2023   |
| OFF-SITE STORM<br>DRAIN DETENTION<br>BASINS (MAVERIK<br>BASIN & NORTH OF<br>PHASE 1) | May 2022                       | NA             | NA            | NA             | NA             |
| SIGNAL 126TH AND<br>AUTO ROW   | NA                             | NA             | August 2023   | NA             | NA             |
| SIGNAL MILLER<br>CROSSING AND MAIN   | NA                             | NA             | Pending       | NA             | NA             |
| STREET LIGHTING  | October 2021                   | December 2021  | May 2023      | September 2023 | October 2023   |

as of 9/29/2022

**ENGINEER'S OPINION OF PROBABLE COST**

**MIDAS CROSSING RETAIL PLAZA - PHASE 1  
INFRASTRUCTURE IMPROVEMENTS**

PROJECT NO 18381.D  
DATE: 8/1/2022  
BY: T. DIDAS  
PAGE: 1 OF 1

| ITEM NO.  | CATEGORY             | DESCRIPTION  | QUANTITY | UNIT | UNIT COST   | ITEM COST    |
|---|----------------------|--|----------|------|-------------|--------------|
| <b>MOBILIZATION &amp; GENERAL CONDITIONS</b>  |                      |  |          |      |             |              |
| PID   | MOBILIZATION         | Mobilization   | 1        | LS   | \$25,000.00 | \$25,000.00  |
| PID   | MOBILIZATION         | General Conditions   | 1        | LS   | \$25,000.00 | \$25,000.00  |
| <b>EROSION CONTROL</b>  |                      |  |          |      |             |              |
| PID   | EROSION CONTROL      | Erosion Control Installation & Maintenance                     | 1        | LS   | \$30,000.00 | \$30,000.00  |
| <b>EARTHWORK</b>  |                      |  |          |      |             |              |
| PID   | EARTHWORK            | Strip & Stockpile Topsoil (9" Average Depth)                   | 9,500    | CY   | \$3.50      | \$33,250.00  |
| PID   | EARTHWORK            | Excavating & Grading (Cut to Fill)                             | 4,500    | CY   | \$4.25      | \$19,125.00  |
| PID   | EARTHWORK            | Export Excess Cut Material                                     | 7,000    | CY   | \$3.50      | \$24,500.00  |
| <b>STORM DRAINAGE SYSTEM</b>  |                      |  |          |      |             |              |
| PID   | STORM DRAIN          | 18" RCP  | 115      | LF   | \$145.00    | \$16,675.00  |
| PID   | STORM DRAIN          | 60" HP Storm Drain   | 585      | LF   | \$600.00    | \$351,000.00 |
| PID   | STORM DRAIN          | 48" HP Storm Drain   | 45       | LF   | \$500.00    | \$22,500.00  |
| PID   | STORM DRAIN          | 18" HDPE Storm Drain   | 515      | LF   | \$125.00    | \$64,375.00  |
| PID   | STORM DRAIN          | Cleanout Box   | 3        | EA   | \$5,000.00  | \$15,000.00  |
| PID   | STORM DRAIN          | Catch Basin  | 4        | EA   | \$4,200.00  | \$16,800.00  |
| PID   | STORM DRAIN          | Combination Inlet / Cleanout Box                               | 4        | EA   | \$7,700.00  | \$30,800.00  |
| <b>SECONDARY WATER SYSTEM</b>   |                      |  |          |      |             |              |
| PID   | SECONDARY WATER      | 10" PVC  | 1,200    | LS   | \$135.00    | \$162,000.00 |
| PID   | SECONDARY WATER      | 6" PVC   | 380      | LF   | \$105.00    | \$39,900.00  |
| PID   | SECONDARY WATER      | 1" Irrigation Meter & Service                                  | 4        | EA   | \$3,920.00  | \$15,680.00  |
| PID   | SECONDARY WATER      | Air Vac Assembly   | 1        | EA   | \$6,500.00  | \$6,500.00   |
| PID   | SECONDARY WATER      | 10" Gate Valve   | 6        | EA   | \$5,500.00  | \$33,000.00  |
| PID   | SECONDARY WATER      | 6" Gate Valve  | 2        | EA   | \$2,250.00  | \$4,500.00   |
| <b>WATER SYSTEM</b>   |                      |  |          |      |             |              |
| PID   | WATER SYSTEM         | 12" PVC Water Line (includes fittings, testing & disinfection) | 980      | LF   | \$150.00    | \$147,000.00 |
| PID   | WATER SYSTEM         | 12" Gate Valve   | 8        | EA   | \$5,300.00  | \$42,400.00  |
| PID   | WATER SYSTEM         | Air Vac Assembly   | 1        | EA   | \$6,500.00  | \$6,500.00   |
| PID   | WATER SYSTEM         | Connect New Water Main to Existing Main                        | 2        | EA   | \$8,500.00  | \$17,000.00  |
| PID   | WATER SYSTEM         | 2" Water Meter & Service                                       | 4        | EA   | \$3,500.00  | \$14,000.00  |
| PID   | WATER SYSTEM         | Fire Hydrant Assembly  | 2        | EA   | \$9,600.00  | \$19,200.00  |
| <b>SANITARY SEWER</b>   |                      |  |          |      |             |              |
| PID   | SANITARY SEWER       | 10" PVC Main   | 853      | LF   | \$234.00    | \$199,602.00 |
| PID   | SANITARY SEWER       | 10" PVC Main - Boring 126000 South                             | 113      | LF   | \$1,500.00  | \$169,500.00 |
| PID   | SANITARY SEWER       | 6" PVC Lateral   | 4        | EA   | \$1,600.00  | \$6,400.00   |
| PID   | SANITARY SEWER       | Connect to Existing SMH (12600 South)                          | 1        | EA   | \$5,000.00  | \$5,000.00   |
| PID   | SANITARY SEWER       | 5' Dia. Manhole  | 4        | EA   | \$7,500.00  | \$30,000.00  |
| <b>DRY UTILITIES</b>  |                      |  |          |      |             |              |
| Excluded  | DRY UTILITIES        | Electric   | 1        | LS   | \$67,633.50 | \$0.00       |
| Excluded  | DRY UTILITIES        | Gas Line   | 1        | LS   | \$12,710.00 | \$0.00       |
| Excluded  | DRY UTILITIES        | Comcast  | 1        | LS   | \$5,000.00  | \$0.00       |
| <b>PAVING</b>   |                      |  |          |      |             |              |
| PID   | PAVING               | 6" Asphalt Pavement + 8" Base + 8" Prepared Subbase            | 35,000   | SF   | \$8.00      | \$210,000.00 |
| Excluded  | PAVING               | 4" Asphalt + 8" Base + 8" Prepared Subbase                     | 0        | SF   | \$5.00      | \$0.00       |
| PID   | PAVING               | 30" Curb & Gutter  | 1,120    | LF   | \$25.00     | \$28,000.00  |
| Excluded  | PAVING               | 24" Curb & Gutter  | 0        | LF   | \$23.00     | \$0.00       |
| PID   | PAVING               | Concrete Sidewalk + Base                                       | 8,225    | SF   | \$7.50      | \$61,687.50  |
| PID   | PAVING               | Traffic Control - Including Striping & Signage                 | 1        | LS   | \$20,000.00 | \$20,000.00  |
| <b>OFF-SITE STORM DRAIN DETENTION BASINS (MAVERIK BASIN &amp; NORTH OF PHASE 1)</b> |                      |  |          |      |             |              |
| PID   | OFF-SITE STORM DRAIN | Excavate, Haul Material Off-Site, Restore Landscaping          | 3,200    | CY   | \$30.00     | \$96,000.00  |
| <b>STREET LIGHTING</b>  |                      |  |          |      |             |              |
| PID   | STREET LIGHTING      | Fixtures, Poles, Base & Conduit                                | 6        | EA   | \$5,250.00  | \$31,500.00  |

\*This Cost Opinion is based on Preliminary Drawings (not approved)  
 \*The quantities are provided only for rough estimating and should NOT be relied on for bidding purposes.  
 \*At a minimum this Cost Opinion does not include the following  
 Permits & Fees  
 Testing & Inspection  
 Off-Site Roadway Improvements  
 Traffic Signal Improvements 12600 South & Herriman Auto Row  
 Project signs (pylon signs, monument signs, directional signs, etc.)

|                 |                       |
|-----------------|-----------------------|
| SUBTOTAL        | \$2,039,394.50        |
| 10% Contingency | \$203,939.45          |
| <b>TOTAL</b>    | <b>\$2,243,333.95</b> |

**ENGINEER'S OPINION OF PROBABLE COST**

**MIDAS CROSSING RETAIL PLAZA - PHASE 2  
INFRASTRUCTURE IMPROVEMENTS**

PROJECT NO: 18381.D  
DATE: 8/1/2022  
BY: T. DIDAS  
PAGE: 1 OF: 1

| ITEM NO.                                     | CATEGORY    | DESCRIPTION   | QUANTITY | UNIT | UNIT COST    | ITEM COST    |
|--|-------------|---|----------|------|--------------|--------------|
| <b>MOBILIZATION &amp; GENERAL CONDITIONS</b> |             |   |          |      |              |              |
| PID  | MOBILIZATIO | Mobilization  | 1        | LS   | \$25,000.00  | \$25,000.00  |
| PID  | MOBILIZATIO | General Conditions  | 1        | LS   | \$25,000.00  | \$25,000.00  |
| <b>EROSION CONTROL</b>                       |             |   |          |      |              |              |
| PID  | EROSION CO  | Erosion Control Installation & Maintenance                  | 1        | LS   | \$30,000.00  | \$30,000.00  |
| <b>EARTHWORK</b>                             |             |   |          |      |              |              |
| PID  | EARTHWOR    | Strip & Stockpile Topsoil (9" Average Depth)                | 9,500    | CY   | \$5.00       | \$47,500.00  |
| PID  | EARTHWOR    | Excavating & Grading (Cut to Fill)                          | 5,000    | CY   | \$5.50       | \$27,500.00  |
| PID  | EARTHWOR    | Export Excess Cut Material                                  | 2,500    | CY   | \$3.50       | \$8,750.00   |
| <b>STORM DRAINAGE SYSTEM</b>                 |             |   |          |      |              |              |
| PID  | STORM DRA   | 18" RCP   | 115      | LF   | \$145.00     | \$16,675.00  |
| PID  | STORM DRA   | Cleanout Box  | 3        | EA   | \$5,000.00   | \$15,000.00  |
| PID  | STORM DRA   | Catch Basin   | 4        | EA   | \$4,200.00   | \$16,800.00  |
| PID  | STORM DRA   | Combination Inlet / Cleanout Box                            | 4        | EA   | \$7,700.00   | \$30,800.00  |
| <b>SECONDARY WATER SYSTEM</b>                |             |   |          |      |              |              |
| PID  | SECONDARY   | 10" PVC   | 630      | LS   | \$135.00     | \$85,050.00  |
| PID  | SECONDARY   | 1" Irrigation Meter & Service                               | 7        | EA   | \$3,920.00   | \$27,440.00  |
| PID  | SECONDARY   | 10" Gate Valve  | 6        | EA   | \$5,500.00   | \$33,000.00  |
| PID  | SECONDARY   | 6" Gate Valve   | 2        | EA   | \$2,250.00   | \$4,500.00   |
| <b>WATER SYSTEM</b>                          |             |   |          |      |              |              |
| PID  | WATER SYS   | 10" PVC Water Line (includes fittings, testing & disinfecti | 630      | LF   | \$135.00     | \$85,050.00  |
| PID  | WATER SYS   | 10" Gate Valve  | 2        | EA   | \$5,000.00   | \$10,000.00  |
| PID  | WATER SYS   | Connect New Water Main to Existing Main                     | 2        | EA   | \$8,500.00   | \$17,000.00  |
| PID  | WATER SYS   | 1-1/2" Water Meter & Service                                | 9        | EA   | \$3,100.00   | \$27,900.00  |
| PID  | WATER SYS   | Fire Hydrant Assembly                                       | 1        | EA   | \$9,600.00   | \$9,600.00   |
| <b>SANITARY SEWER</b>                        |             |   |          |      |              |              |
| PID  | SANITARY S  | 8" PVC Main   | 445      | LF   | \$180.00     | \$80,100.00  |
| PID  | SANITARY S  | 8" PVC Lateral  | 10       | EA   | \$1,600.00   | \$16,000.00  |
| PID  | SANITARY S  | 5' Dia. Manhole   | 2        | EA   | \$7,500.00   | \$15,000.00  |
| <b>DRY UTILITIES</b>                         |             |   |          |      |              |              |
| Excluded                                     | DRY UTILITI | Electric  | 1        | LS   | \$112,444.20 | \$0.00       |
| Excluded                                     | DRY UTILITI | Gas Line  | 1        | LS   | \$26,820.00  | \$0.00       |
| Excluded                                     | DRY UTILITI | Comcast   | 1        | LS   | \$5,000.00   | \$0.00       |
| <b>PAVING</b>                                |             |   |          |      |              |              |
| PID  | PAVING      | 6" Asphalt Pavement + 8" Base + 8" Prepared Subbase         | 18,100   | SF   | \$6.00       | \$108,600.00 |
| Excluded                                     | PAVING      | 4" Asphalt + 8" Base + 8" Prepared Subbase                  | 0        | SF   | \$5.00       | \$0.00       |
| PID  | PAVING      | 8' Wide Asphalt Trail                                       | 4,050    | SF   | \$5.00       | \$20,250.00  |
| PID  | PAVING      | 30" Curb & Gutter   | 860      | LF   | \$25.00      | \$21,500.00  |
| PID  | PAVING      | Concrete Sidwalk + Base                                     | 8,350    | SF   | \$7.50       | \$62,625.00  |
| PID  | PAVING      | Traffic Control - Including Striping & Signage              | 1        | LS   | \$20,000.00  | \$20,000.00  |
| <b>STREET LIGHTING</b>                       |             |   |          |      |              |              |
| PID  | STREET LIG  | Fixtures, Poles, Base & Conduit                             | 5        | EA   | \$5,250.00   | \$26,250.00  |

\*This Cost Opinion is based on Preliminary Drawings (not approved)  
 \*The quantities are provided only for rough estimating and should NOT be relied on for bidding purposes.  
 \*At a minimum this Cost Opinion does not include the following:  
 Permits & Fees  
 Testing & Inspection  
 Off-Site Roadway Improvements  
 Traffic Signal Improvements 12600 South & Herriman Auto Row  
 Project signs (pylon signs, monument signs, directional signs, etc.)

|                 |                       |
|-----------------|-----------------------|
| SUBTOTAL        | \$912,890.00          |
| 10% Contingency | \$91,289.00           |
| <b>TOTAL</b>    | <b>\$1,004,179.00</b> |

**ENGINEER'S OPINION OF PROBABLE COST**

**HERRIMAN GARDEN LOTS  
INFRASTRUCTURE IMPROVEMENTS**

PROJECT NO: 18381.N  
DATE: 8/1/2022  
BY: T. DIDAS  
PAGE: 1 OF: 1

| ITEM NO.                                     | CATEGORY     | DESCRIPTION   | QUANTITY | UNIT | UNIT COST   | ITEM COST   |
|--|--------------|---|----------|------|-------------|-------------|
| <b>MOBILIZATION &amp; GENERAL CONDITIONS</b> |              |   |          |      |             |             |
| PID  | MOBILIZATIO  | Mobilization  | 1        | LS   | \$12,500.00 | \$12,500.00 |
| PID  | MOBILIZATIO  | General Conditions  | 1        | LS   | \$12,500.00 | \$12,500.00 |
| <b>EROSION CONTROL</b>                       |              |   |          |      |             |             |
| PID  | EROSION CO   | Erosion Control Installation & Maintenance                  | 1        | LS   | \$15,000.00 | \$15,000.00 |
| <b>EARTHWORK</b>                             |              |   |          |      |             |             |
| PID  | EARTHWOR     | Strip & Stockpile Topsoil (9" Average Depth)                | 9,000    | CY   | \$3.50      | \$31,500.00 |
| PID  | EARTHWOR     | Excavating & Grading (Cut to Fill)                          | 4,250    | CY   | \$4.25      | \$18,062.50 |
| PID  | EARTHWOR     | Export Excess Cut Material                                  | 1,500    | CY   | \$3.50      | \$5,250.00  |
| <b>STORM DRAINAGE SYSTEM</b>                 |              |   |          |      |             |             |
| PID  | STORM DRA    | 18" RCP   | 400      | LF   | \$145.00    | \$58,000.00 |
| PID  | STORM DRA    | Cleanout Box  | 2        | EA   | \$5,000.00  | \$10,000.00 |
| PID  | STORM DRA    | Catch Basin   | 4        | EA   | \$4,200.00  | \$16,800.00 |
| PID  | STORM DRA    | Combination Inlet / Cleanout Box                            | 1        | EA   | \$7,700.00  | \$7,700.00  |
| <b>SECONDARY WATER SYSTEM</b>                |              |   |          |      |             |             |
| PID  | SECONDARY    | 6" PVC  | 510      | LS   | \$105.00    | \$53,550.00 |
| PID  | SECONDARY    | 1" Irrigation Meter & Service                               | 5        | EA   | \$3,920.00  | \$19,600.00 |
| PID  | SECONDARY    | 6" Gate Valve   | 4        | EA   | \$2,250.00  | \$9,000.00  |
| <b>WATER SYSTEM</b>                          |              |   |          |      |             |             |
| PID  | WATER SYS    | 10" PVC Water Line (includes fittings, testing & disinfecti | 510      | LF   | \$135.00    | \$68,850.00 |
| PID  | WATER SYS    | 10" Gate Valve  | 2        | EA   | \$5,500.00  | \$11,000.00 |
| PID  | WATER SYS    | Connect New Water Main to Existing Main                     | 2        | EA   | \$8,500.00  | \$17,000.00 |
| PID  | WATER SYS    | 1-1/2" Water Meter & Service                                | 5        | EA   | \$3,100.00  | \$15,500.00 |
| PID  | WATER SYS    | Fire Hydrant Assembly                                       | 1        | EA   | \$9,600.00  | \$9,600.00  |
| <b>SANITARY SEWER</b>                        |              |   |          |      |             |             |
| PID  | SANITARY S   | 18" PVC Main  | 510      | LF   | \$180.00    | \$91,800.00 |
| PID  | SANITARY S   | 6" PVC Lateral  | 5        | EA   | \$1,600.00  | \$8,000.00  |
| PID  | SANITARY S   | 5' Dia. Manhole   | 2        | EA   | \$7,500.00  | \$15,000.00 |
| <b>DRY UTILITIES</b>                         |              |   |          |      |             |             |
| Excluded                                     | DRY UTILITIE | Electric  | 1        | LS   | \$62,633.50 | \$0.00      |
| Excluded                                     | DRY UTILITIE | Gas Line  | 1        | LS   | \$19,377.00 | \$0.00      |
| Excluded                                     | DRY UTILITIE | Comcast   | 1        | LS   | \$5,000.00  | \$0.00      |
| <b>PAVING</b>                                |              |   |          |      |             |             |
| PID  | PAVING       | 6" Asphalt Pavement + 8" Base + 8" Prepared Subbase         | 16,500   | SF   | \$6.00      | \$99,000.00 |
| Excluded                                     | PAVING       | 4" Asphalt + 8" Base + 8" Prepared Subbase                  | 0        | SF   | \$5.00      | \$0.00      |
| PID  | PAVING       | 30" Curb & Gutter   | 1,020    | LF   | \$25.00     | \$25,500.00 |
| Excluded                                     | PAVING       | 24" Curb & Gutter   | 0        | LF   | \$24.00     | \$0.00      |
| PID  | PAVING       | Concrete Sidwalk + Base                                     | 7,500    | SF   | \$7.50      | \$56,250.00 |
| PID  | PAVING       | Traffic Control - Including Striping & Signage              | 1        | LS   | \$10,000.00 | \$10,000.00 |
| <b>STREET LIGHTING</b>                       |              |   |          |      |             |             |
| PID  | STREET LIG   | Fixtures, Poles, Base & Conduit                             | 5        | EA   | \$5,250.00  | \$26,250.00 |

\*This Cost Opinion is based on Preliminary Drawings (not approved)  
 \*The quantities are provided only for rough estimating and should NOT be relied on for bidding purposes.  
 \*At a minimum this Cost Opinion does not include the following:  
 Permits & Fees  
 Testing & Inspection  
 Off-Site Roadway Improvements  
 Project signs (pylon signs, monument signs, directional signs, etc.)

|                 |                     |
|-----------------|---------------------|
| SUBTOTAL        | \$723,212.50        |
| 10% Contingency | \$72,321.25         |
| <b>TOTAL</b>    | <b>\$795,533.75</b> |

**ENGINEER'S OPINION OF PROBABLE COST**

**HERRIMAN AUTOMALL  
INFRASTRUCTURE IMPROVEMENTS**

PROJECT NO 18381 H  
DATE: 8/1/2022  
BY: T DIDAS  
PAGE: 1 OF 1

| ITEM NO.                                     | CATEGORY        | DESCRIPTION   | QUANTITY | UNIT | UNIT COST    | ITEM COST      |
|--|-----------------|---|----------|------|--------------|----------------|
| <b>MOBILIZATION &amp; GENERAL CONDITIONS</b> |                 |   |          |      |              |                |
| PID  | MOBILIZATION    | Mobilization  | 1        | LS   | \$25,000.00  | \$25,000.00    |
| PID  | MOBILIZATION    | General Conditions  | 1        | LS   | \$25,000.00  | \$25,000.00    |
| <b>EROSION CONTROL</b>                       |                 |   |          |      |              |                |
| PID  | EROSION CONTROL | Erosion Control Installation & Maintenance                  | 1        | LS   | \$30,000.00  | \$30,000.00    |
| <b>DEMOLITION</b>                            |                 |   |          |      |              |                |
| Excluded                                     | DEMOLITION      | Demolition of House & Accessory Structures                  | 1        | LS   | \$50,000.00  | \$0.00         |
| <b>EARTHWORK</b>                             |                 |   |          |      |              |                |
| PID  | EARTHWORK       | Strip & Stockpile Topsoil (8" Average Depth)                | 15,000   | CY   | \$5.00       | \$75,000.00    |
| PID  | EARTHWORK       | Excavating & Grading (Cut & Fill)                           | 29,892   | CY   | \$5.50       | \$163,306.00   |
| PID  | EARTHWORK       | Import & Place Structural Fill                              | 22,840   | CY   | \$24.00      | \$548,160.00   |
| PID  | EARTHWORK       | Excavate & Export Unsuitable Material                       | 0        | CY   | \$5.50       | \$0.00         |
| <b>STORM DRAINAGE SYSTEM</b>                 |                 |   |          |      |              |                |
| PID  | STORM DRAIN     | 18" RCP   | 108      | LF   | \$145.00     | \$15,660.00    |
| PID  | STORM DRAIN     | 24" RCP   | 1,116    | LF   | \$250.00     | \$279,000.00   |
| PID  | STORM DRAIN     | 42" RCP   | 107      | LF   | \$500.00     | \$53,500.00    |
| PID  | STORM DRAIN     | 60" HP Storm Drain  | 2,821    | LF   | \$600.00     | \$1,692,600.00 |
| PID  | STORM DRAIN     | Connect New Storm Drain Line to Existing Structure          | 3        | EA   | \$4,500.00   | \$13,500.00    |
| PID  | STORM DRAIN     | Catch Basin   | 10       | EA   | \$4,200.00   | \$42,000.00    |
| PID  | STORM DRAIN     | Combination Inlet / Cleanout Box                            | 10       | EA   | \$7,700.00   | \$77,000.00    |
| PID  | STORM DRAIN     | Storm Drain Cleanout Box                                    | 8        | EA   | \$5,000.00   | \$40,000.00    |
| PID  | STORM DRAIN     | Storm Drain Outlet Structure                                | 1        | EA   | \$4,500.00   | \$4,500.00     |
| PID  | STORM DRAIN     | 50" Trash Grate   | 1        | EA   | \$11,000.00  | \$11,000.00    |
| PID  | STORM DRAIN     | 15" Flared End Section                                      | 1        | EA   | \$1,200.00   | \$1,200.00     |
| PID  | STORM DRAIN     | 42" Flared End Section                                      | 2        | EA   | \$1,900.00   | \$3,800.00     |
| <b>SECONDARY WATER SYSTEM</b>                |                 |   |          |      |              |                |
| PID  | SECONDARY       | 10" PVC   | 2,872    | LF   | \$135.00     | \$387,720.00   |
| PID  | SECONDARY       | 1" Irrigation Meter & Service                               | 7        | EA   | \$3,920.00   | \$27,440.00    |
| PID  | SECONDARY       | 10" Gate Valve w/ Box                                       | 4        | EA   | \$5,500.00   | \$22,000.00    |
| PID  | SECONDARY       | Connect New Irrigation Main to Existing Main                | 2        | EA   | \$8,500.00   | \$17,000.00    |
| <b>WATER SYSTEM</b>                          |                 |   |          |      |              |                |
| PID  | WATER SYS       | 10" PVC Water Line (includes fittings, testing & disinfect) | 2,781    | LF   | \$150.00     | \$417,150.00   |
| PID  | WATER SYS       | 6" PVC Water Line (includes fittings, testing & disinfect)  | 292      | LF   | \$105.00     | \$30,660.00    |
| PID  | WATER SYS       | Connect New Water Main to Existing Main                     | 2        | EA   | \$8,500.00   | \$17,000.00    |
| PID  | WATER SYS       | 1-1/2" Water Meter & Service                                | 7        | EA   | \$3,100.00   | \$21,700.00    |
| PID  | WATER SYS       | 10" Gate Valve w/ Box                                       | 4        | EA   | \$5,500.00   | \$22,000.00    |
| PID  | WATER SYS       | 6" Gate Valve w/ Box  | 7        | EA   | \$2,250.00   | \$15,750.00    |
| PID  | WATER SYS       | Fire Hydrant Assembly                                       | 7        | EA   | \$9,800.00   | \$67,200.00    |
| <b>SANITARY SEWER</b>                        |                 |   |          |      |              |                |
| PID  | SANITARY S      | 10" PVC Main  | 1,901    | LF   | \$234.00     | \$444,834.00   |
| PID  | SANITARY S      | 6" PVC Lateral  | 320      | LF   | \$1,670.00   | \$512,000.00   |
| PID  | SANITARY S      | 5' Dia. Manhole   | 8        | EA   | \$7,500.00   | \$60,000.00    |
| <b>DRY UTILITIES</b>                         |                 |   |          |      |              |                |
| Excluded                                     | DRY UTILITIES   | Electric  | 1        | LS   | \$224,888.40 | \$0.00         |
| Excluded                                     | DRY UTILITIES   | Gas Line - Work by Dominion and Paid by Owner               | 1        | LS   | \$51,000.00  | \$0.00         |
| Excluded                                     | DRY UTILITIES   | Comcast   | 1        | LS   | \$5,000.00   | \$0.00         |
| <b>PAVING</b>                                |                 |   |          |      |              |                |
| PID  | PAVING          | 6" Asphalt Pavement + 6" Base + 8" Prepared Sub-base        | 190,730  | SF   | \$6.00       | \$1,144,380.00 |
| PID  | PAVING          | 7" PG Grade Superpave + 6" Base + 12" Granular Borro        | 7,494    | SF   | \$6.65       | \$51,333.90    |
| PID  | PAVING          | 30" Curb & Gutter   | 7,290    | LF   | \$25.00      | \$182,250.00   |
| PID  | PAVING          | Concrete Sidewalk + Base                                    | 54,757   | SF   | \$7.50       | \$410,677.50   |
| PID  | PAVING          | Traffic Control - including Striping & Signs                | 1        | LS   | \$94,600.00  | \$94,600.00    |
| <b>STREET LIGHTING</b>                       |                 |   |          |      |              |                |
| PID  | STREET LIGHTING | Fixtures, Poles, Base & Conduit                             | 27       | EA   | \$5,250.00   | \$141,750.00   |
| <b>LANDSCAPE &amp; IRRIGATION</b>            |                 |   |          |      |              |                |
| Excluded                                     | LANDSCAPE       | Place Topsoil   |          | CY   |              | \$0.00         |
| Excluded                                     | LANDSCAPE       | Landscape (Includes sod, bushes, trees)                     |          | SF   |              | \$0.00         |
| Excluded                                     | LANDSCAPE       | Irrigation System   |          | SF   |              | \$0.00         |

\*This Cost Opinion is based on Preliminary Drawings (not approved)  
 \*The quantities are provided only for rough estimating and should NOT be relied on for bidding purposes.  
 \*At a minimum this Cost Opinion does not include the following  
 Permits & Fees  
 Testing & Inspection  
 Off-Site Roadway Improvements  
 Traffic Signal Improvements 12600 South & Herriman Auto Row  
 Project signs (pylon signs, monument signs, directional signs, etc.)

|                        |                       |
|------------------------|-----------------------|
| <b>SUBTOTAL</b>        | <b>\$7,187,671.40</b> |
| <b>10% Contingency</b> | <b>\$718,767.14</b>   |
| <b>TOTAL</b>           | <b>\$7,906,438.54</b> |



[REDACTED]

**TO:** Trey Orsak  
Herriman 73 Partners, LLC

**FROM:** John Dorny, PE  
Principal  
Horrocks

**DATE:** August 10, 2022

**SUBJECT:** Herriman/Riverton Signal Cost Placeholder

---

Every roadway and intersection are a little different. Cost changes based on size of foundation, length of mast arms, and number of signal heads. Additionally, the proximity to power and lighting will also vary the cost of a signal installation. The last few years contractor costs have fluctuated without justification or without being easily tied to materials or labor. Because of that we are seeing signals at 4-way intersections around the \$350,000 per signal. That was the recent low bid and we have seen bids as high as \$500,000. I would use \$350,000 as a budgeting number. Ways to reduce that price is to take advantage of the state purchasing of supplies through Herriman or Riverton. If the contractor furnishes signal equipment you will pay more.

We have designed hundreds of signals and our staff is here to help you if you have questions.

Regards,

  
John A. Dorny

**ENGINEER'S OPINION OF PROBABLE COST**

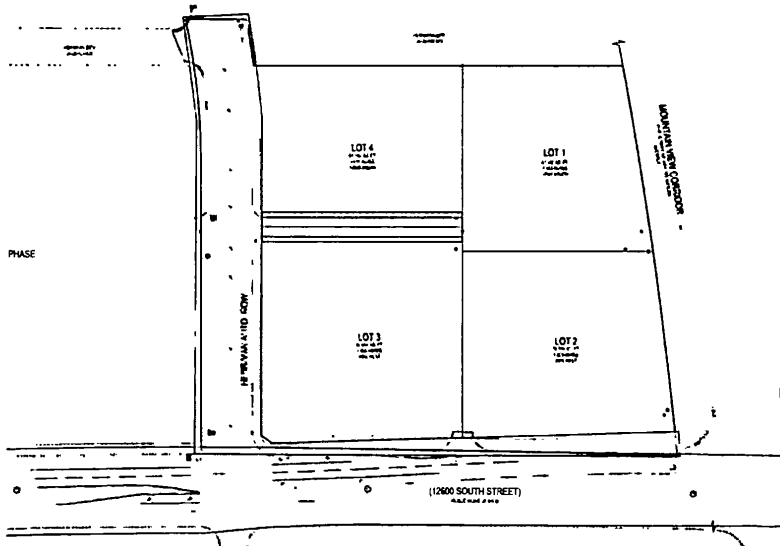
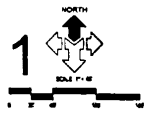
**HERRIMAN CRESCENT  
INFRASTRUCTURE IMPROVEMENTS**

PROJECT NO: 18381.H  
DATE: 8/1/2022  
BY: T. DIDAS  
PAGE: 1 OF: 1

| ITEM NO.  | CATEGORY    | DESCRIPTION                                | QUANTITY | UNIT | UNIT COST              | ITEM COST             |
|---|-------------|--|----------|------|------------------------|-----------------------|
| <b>MOBILIZATION &amp; GENERAL CONDITIONS</b>  |             |  |          |      |                        |                       |
| PID   | MOBILIZATIO | Mobilization                               | 1        | LS   | \$25,000.00            | \$25,000.00           |
| PID   | MOBILIZATIO | General Conditions                         | 1        | LS   | \$25,000.00            | \$25,000.00           |
| <b>EROSION CONTROL</b>  |             |  |          |      |                        |                       |
| PID   | EROSION CO  | Erosion Control Installation & Maintenance | 1        | LS   | \$25,000.00            | \$25,000.00           |
| <b>EARTHWORK</b>  |             |  |          |      |                        |                       |
| PID   | EARTHWORK   | Soil Characterization and Remediation Plan | 1        | LS   | \$79,080.00            | \$79,080.00           |
| PID   | EARTHWORK   | Excavating & Grading (Cut to Fill)         | 112,933  | CY   | \$5.50                 | \$621,133.33          |
| PID   | EARTHWORK   | Excavate & Export Unsuitable Material      | 112,933  | CY   | \$5.50                 | \$621,133.33          |
| <b>STREET LIGHTING</b>  |             |  |          |      |                        |                       |
| PID   | STREET LIGH | Fixtures, Poles, Base & Conduit            | 7        | EA   | \$5,250.00             | \$36,750.00           |
| <b>LANDSCAPE &amp; IRRIGATION</b>   |             |  |          |      |                        |                       |
| Excluded  | LANDSCAPE   | Place Topsoil                              |          | CY   |                        | \$0.00                |
| Excluded  | LANDSCAPE   | Landscape (Includes sod, bushes, trees)    |          | SF   |                        | \$0.00                |
| Excluded  | LANDSCAPE   | Irrigation System                          |          | SF   |                        | \$0.00                |
| *This Cost Opinion is based on Preliminary Drawings (not approved)<br>*The quantities are provided only for rough estimating and should NOT be relied on for bidding purposes.<br>*At a minimum this Cost Opinion does not include the following:<br>Permits & Fees<br>Testing & Inspection<br>Off-Site Roadway Improvements<br>Traffic Signal Improvements 12600 South & Herriman Auto Row<br>Project signs (pylon signs, monument signs, directional signs, etc.) |             |  |          |      |                        |                       |
|   |             |  |          |      | <b>SUBTOTAL</b>        | <b>\$1,433,096.67</b> |
|   |             |  |          |      | <b>10% Contingency</b> | <b>\$143,309.67</b>   |
|   |             |  |          |      | <b>TOTAL</b>           | <b>\$1,576,406.33</b> |

# MIDAS CROSSING RETAIL CENTER PHASE 1 CONSTRUCTION PLANS

4874 WEST 12600 SOUTH  
HERRIMAN, UTAH, 84096  
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 25, T35, R2W, S164M



**DRAWING INDEX**

| NO. | DESCRIPTION                             |
|-----|---|
| 001 | CONTRACT                                |
| 002 | PROPOSED LAYOUT                         |
| 003 | EXIST. UTILITIES AND OBSTRUCTIONS       |
| 004 | PROPOSED UTILITIES                      |
| 005 | PROPOSED DRIVEWAY                       |
| 006 | PROPOSED SIDEWALK                       |
| 007 | PROPOSED SIGNAGE                        |
| 008 | PROPOSED LIGHTING                       |
| 009 | PROPOSED LANDSCAPING                    |
| 010 | PROPOSED FENCE                          |
| 011 | PROPOSED PAVING                         |
| 012 | PROPOSED CURB                           |
| 013 | PROPOSED GUTTER                         |
| 014 | PROPOSED DRAINAGE                       |
| 015 | PROPOSED EROSION CONTROL                |
| 016 | PROPOSED TREE PROTECTION                |
| 017 | PROPOSED TREE REMOVAL                   |
| 018 | PROPOSED TREE REPLACEMENT               |
| 019 | PROPOSED TREE BRACING                   |
| 020 | PROPOSED TREE SUPPORT                   |
| 021 | PROPOSED TREE GUARDRAIL                 |
| 022 | PROPOSED TREE BARRIER                   |
| 023 | PROPOSED TREE FENCE                     |
| 024 | PROPOSED TREE SIGN                      |
| 025 | PROPOSED TREE MARKER                    |
| 026 | PROPOSED TREE TAG                       |
| 027 | PROPOSED TREE TAG HOLDER                |
| 028 | PROPOSED TREE TAG BRACKET               |
| 029 | PROPOSED TREE TAG BRACKET HOLDER        |
| 030 | PROPOSED TREE TAG BRACKET HOLDER HOLDER |

ALL WORK AND MATERIALS FOR WATER  
MUST CONFORM TO HERRIMAN CITY  
STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS FOR SEWER  
MUST CONFORM TO HERRIMAN CITY  
STANDARDS AND SPECIFICATIONS

ALL WORK AND MATERIALS MUST  
CONFORM TO HERRIMAN CITY  
STANDARDS AND SPECIFICATIONS

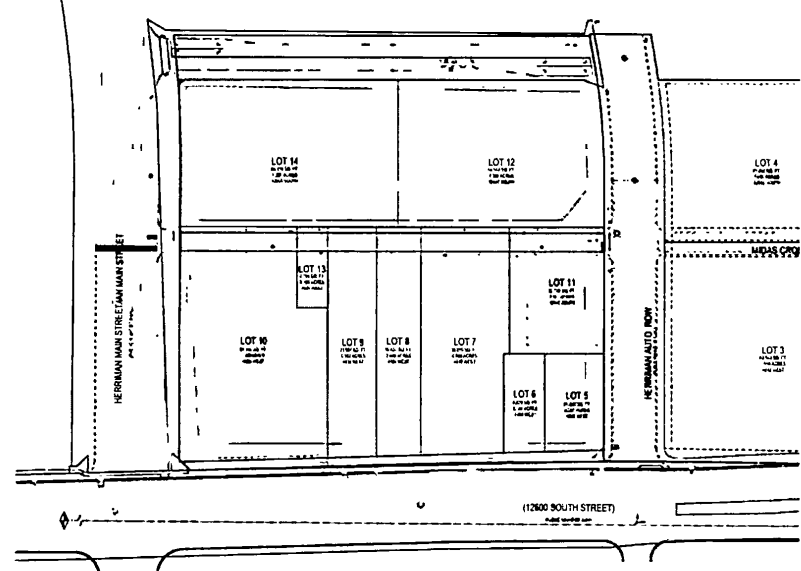
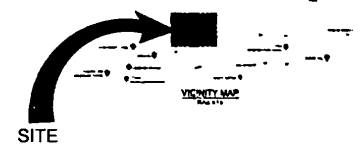
**OWNER INFORMATION**  
OWNER: MIDAS CROSSING RETAIL CENTER, LLC  
PROJECT: PHASE 1  
SHEET: 14045616 B  
DATE: 07/15/2015

**McNEIL ENGINEERING**  
Registered Professional Engineer, Professional Surveyor and Title  
12345 Main Street, Suite 100, Salt Lake City, Utah 84143  
3131 Engineering • Consulting & Landmark Architecture  
Structural Engineering • Land Surveying & I&MS



# MIDAS CROSSING RETAIL CENTER PHASE 2 CONSTRUCTION PLANS

4874 WEST 12600 SOUTH  
HERRIMAN, UTAH, 84096  
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 25, T35, R2W, S14M



**DRAWING INDEX**

| Sheet | Description |
|-------|-------------|
| 01-01 | Site Plan   |
| 01-02 | Site Plan   |
| 01-03 | Site Plan   |
| 01-04 | Site Plan   |
| 01-05 | Site Plan   |
| 01-06 | Site Plan   |
| 01-07 | Site Plan   |
| 01-08 | Site Plan   |
| 01-09 | Site Plan   |
| 01-10 | Site Plan   |
| 01-11 | Site Plan   |
| 01-12 | Site Plan   |
| 01-13 | Site Plan   |
| 01-14 | Site Plan   |
| 01-15 | Site Plan   |
| 01-16 | Site Plan   |
| 01-17 | Site Plan   |
| 01-18 | Site Plan   |
| 01-19 | Site Plan   |
| 01-20 | Site Plan   |

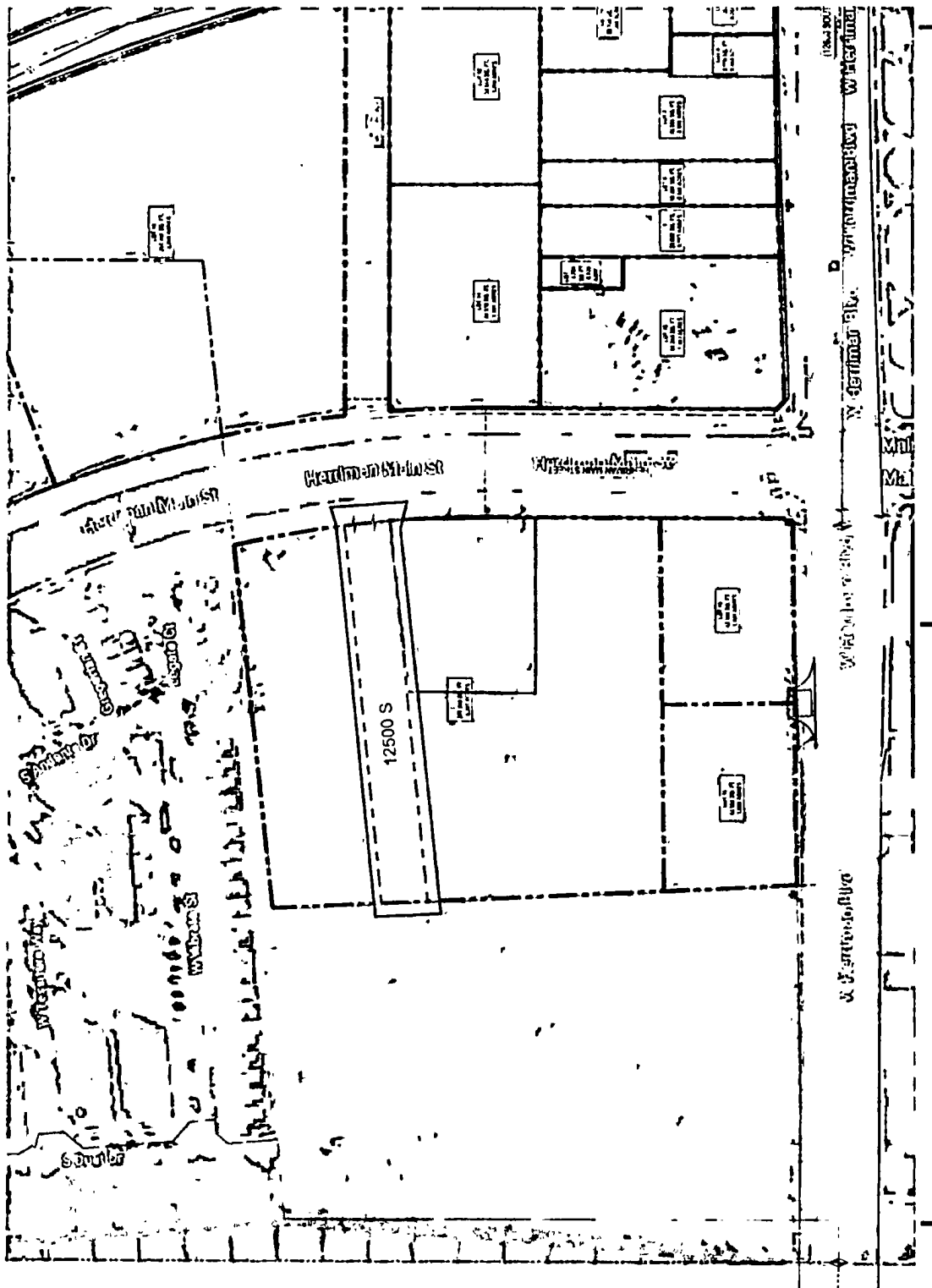
- ALL WORK AND MATERIALS FOR WATER MUST CONFORM TO HERRIMAN CITY STANDARDS AND SPECIFICATIONS
- ALL WORK AND MATERIALS FOR SEWER MUST CONFORM TO HERRIMAN CITY STANDARDS AND SPECIFICATIONS
- ALL WORK AND MATERIALS MUST CONFORM TO HERRIMAN CITY STANDARDS AND SPECIFICATIONS
- ALL CONSTRUCTION SHALL COMPLY WITH SOUTH VALLEY SEWER DISTRICT'S DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS

**OWNER INFORMATION**  
 HERRIMAN CITY  
 4874 WEST 12600 SOUTH  
 HERRIMAN, UT 84096



**McNEIL ENGINEERING**  
 1000 West 12600 South, Suite 100, Herriman, UT 84096  
 801-735-1234  
 www.mcneileng.com

**McNEIL ENGINEERING**  
 Civil Engineering • Consulting & Landscape Architecture  
 Structural Engineering • Land Surveying & H2O



**MCNEIL ENGINEERING**  
 Consulting Engineering & Landmarks Architecture  
 1000 North Main Street, Suite 200, Salt Lake City, UT 84102  
 (801) 525-1100

**HERRIMAN AUTO MALL**  
 4874 WEST 12600 SOUTH  
 HERRIMAN, UTAH 84096  
 LOCATED IN THE SE 1/4 OF SECTION 25, T35, R27W, S188M

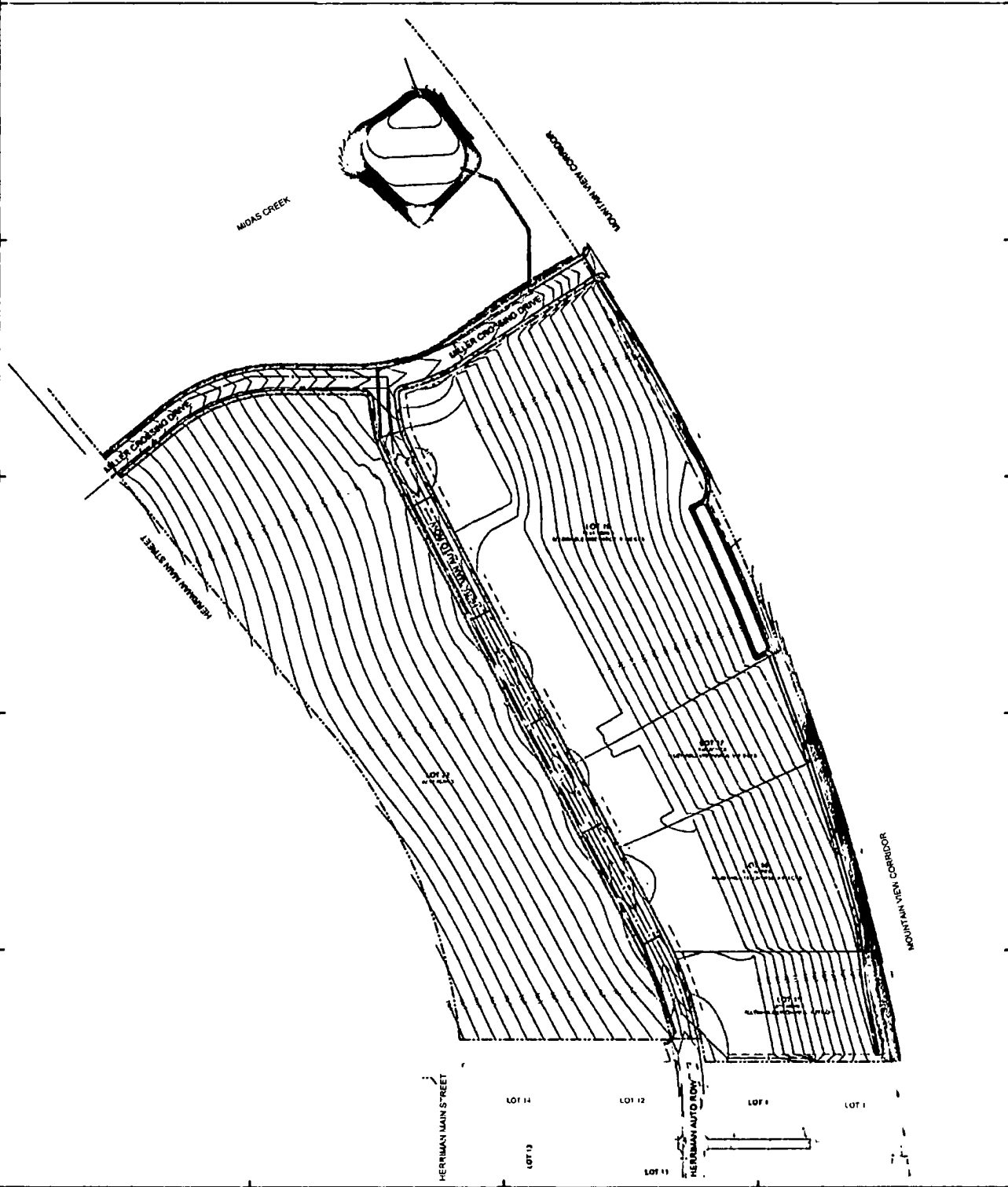
REVISIONS

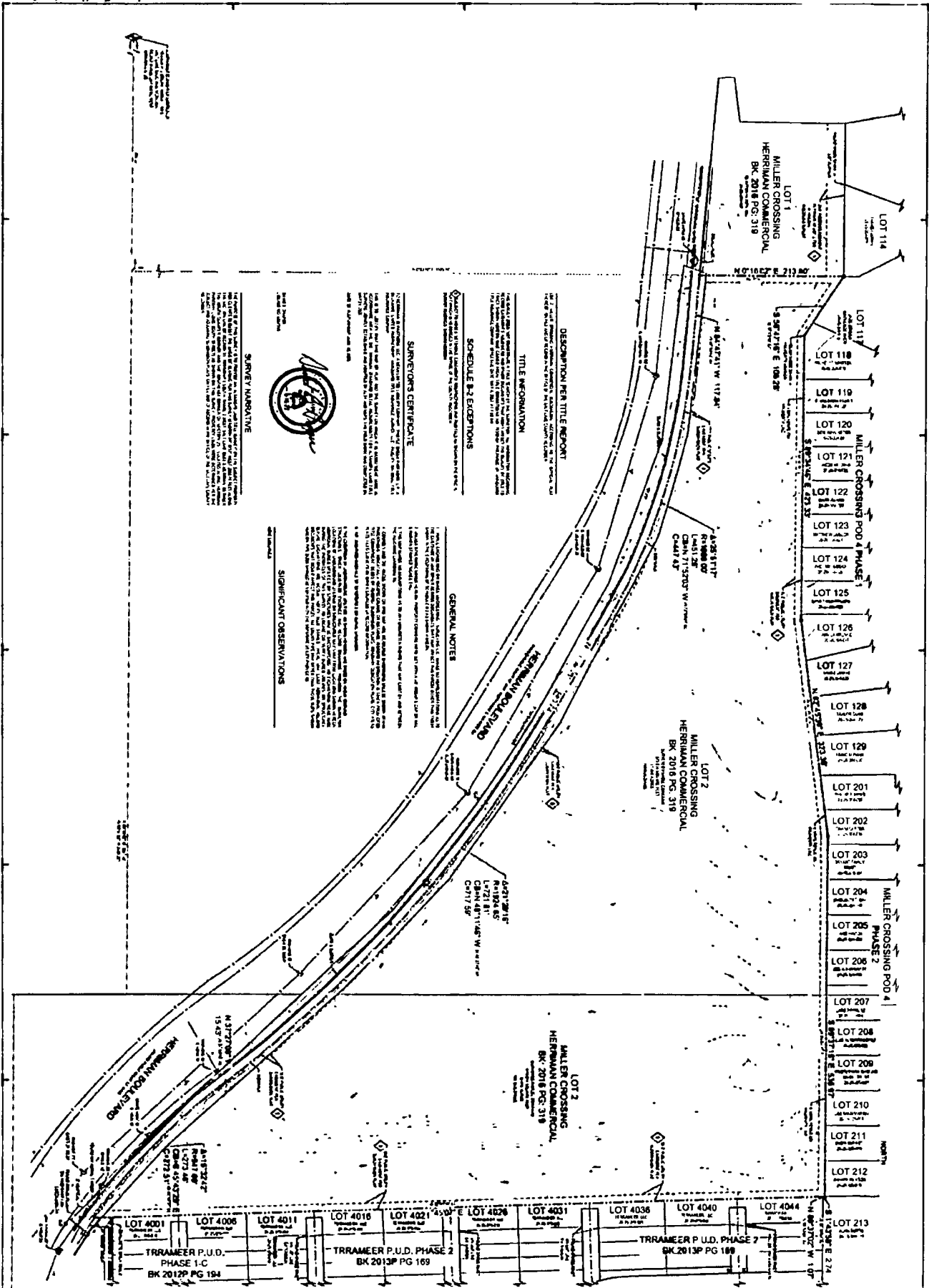
| NO. | DATE     | DESCRIPTION        |
|-----|----------|--------------------|
| 1   | 11/11/17 | ISSUED FOR PERMITS |

OVERALL  
 GRADING PLAN  
**C2.01**

**UTAH**

REGISTERED PROFESSIONAL ENGINEER  
 No. 11112  
 State of Utah  
 License No. 11112  
 License Expiration Date 12/31/2020  
 License Issued Date 12/31/2017  
 License Renewal Date 12/31/2020  
 License Status: Active  
 License Type: Professional Engineer  
 License Category: Civil Engineering  
 License Subcategory: General Engineering  
 License Subcategory: Surveying  
 License Subcategory: Structural Engineering  
 License Subcategory: Mechanical Engineering  
 License Subcategory: Electrical Engineering  
 License Subcategory: Chemical Engineering  
 License Subcategory: Industrial Engineering  
 License Subcategory: Environmental Engineering  
 License Subcategory: Agricultural Engineering  
 License Subcategory: Mining Engineering  
 License Subcategory: Petroleum Engineering  
 License Subcategory: Metallurgical Engineering  
 License Subcategory: Nuclear Engineering  
 License Subcategory: Aerospace Engineering  
 License Subcategory: Biomedical Engineering  
 License Subcategory: Food Engineering  
 License Subcategory: Textile Engineering  
 License Subcategory: Paper Engineering  
 License Subcategory: Glass Engineering  
 License Subcategory: Rubber Engineering  
 License Subcategory: Plastics Engineering  
 License Subcategory: Leather Engineering  
 License Subcategory: Jewelry Engineering  
 License Subcategory: Ceramics Engineering  
 License Subcategory: Glass Engineering  
 License Subcategory: Rubber Engineering  
 License Subcategory: Plastics Engineering  
 License Subcategory: Leather Engineering  
 License Subcategory: Jewelry Engineering  
 License Subcategory: Ceramics Engineering





**DISCREPANCY PER TITLE REPORT**  
 A discrepancy was noted between the recorded plat and the field measurements for the boundary between Lot 114 and Lot 115. The recorded plat shows a distance of 112.00 feet, while the field measurement is 111.85 feet. This discrepancy is due to a rounding error in the original plat.

**TITLE INFORMATION**  
 The title information for this subdivision is as follows:  
 - Miller Crossing Herriman Commercial Subdivision, Book 2018, Page 319  
 - Miller Crossing Herriman Commercial Subdivision, Book 2018, Page 319  
 - Miller Crossing Herriman Commercial Subdivision, Book 2018, Page 319

**SCHEDULE BY EXCEPTIONS**  
 There are no schedule by exceptions for this subdivision.

**SURVEYORS CERTIFICATE**  
 I, the undersigned, being a duly licensed and qualified surveyor, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the public records of the county of Salt Lake, State of Utah, and that the same is a true and correct copy of the original plat as recorded in the public records of the county of Salt Lake, State of Utah, and that the same is a true and correct copy of the original plat as recorded in the public records of the county of Salt Lake, State of Utah.

**SURVEY NARRATIVE**  
 This survey was conducted in accordance with the Utah Surveying Act and the rules and regulations of the Board of Surveying and Mapping. The survey was conducted using a total station and a GPS receiver. The survey was conducted on the 15th day of August, 2018. The survey was conducted by the undersigned and the undersigned's assistants. The survey was conducted in the presence of the undersigned's assistants. The survey was conducted in the presence of the undersigned's assistants. The survey was conducted in the presence of the undersigned's assistants.



**GENERAL NOTES**  
 1. The survey was conducted in accordance with the Utah Surveying Act and the rules and regulations of the Board of Surveying and Mapping.  
 2. The survey was conducted using a total station and a GPS receiver.  
 3. The survey was conducted on the 15th day of August, 2018.  
 4. The survey was conducted by the undersigned and the undersigned's assistants.  
 5. The survey was conducted in the presence of the undersigned's assistants.  
 6. The survey was conducted in the presence of the undersigned's assistants.  
 7. The survey was conducted in the presence of the undersigned's assistants.

**SIGNIFICANT OBSERVATIONS**  
 There were no significant observations during the survey.

| NO. | DATE     | REVISIONS      |
|-----|----------|----------------|
| 1   | 08/15/18 | Initial Survey |
| 2   | 08/15/18 | Final Plat     |

**LOT 2, MILLER CROSSING HERRIMAN COMMERCIAL SUBDIVISION**  
 5242 WEST HERRIMAN BLVD  
 HERRIMAN, UTAH  
 LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, S.L.B. & M.

**McNEIL ENGINEERING**  
 Surveying and Mapping Division  
 5242 West Herriman Blvd, Suite 200, Herriman, UT 84038  
 (801) 888-7700  
 Civil Engineering - Consulting & Landscape Architecture  
 Structural Engineering - Land Surveying & M&E

EXHIBIT C

NOTICE OF BOUNDARY ACTION