

RESOLUTION 2024-05

**A RESOLUTION OF THE BOARD OF TRUSTEES (THE “BOARD”) OF THE  
OLYMPIA PUBLIC INFRASTRUCTURE DISTRICT NO. 1 (THE “DISTRICT”)  
APPROVING, ADOPTING, AND IMPOSING A CONTRACT FEE.**

**WHEREAS**, the District is a public infrastructure district and a political subdivision and body corporate and politic duly organized pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “**PID Act**”) and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (the “**Special District Act**”) and together with the PID Act, the “**Act**”); and

**WHEREAS**, on September 29, 2021, the City Council of Herriman City, Utah (the “City”) did adopt a resolution authorizing the creation of the Olympia Public Infrastructure Districts Nos. 1–7 (the “Districts”) and approving the Governing Document for the Districts; and

**WHEREAS**, the District was incorporated on October 21, 2021, upon the issuance of a “Certificate of Creation” issued by the Office of the Lieutenant Governor of the State of Utah, and recorded in the real property records of Salt Lake County, Utah (the “County”) as Entry No. 13867429, on January 11, 2022 and operates pursuant to an Amended and Restated Governing Document for the Districts, dated April 26, 2023 (as may be further amended from time to time, the “**Governing Document**”); and

**WHEREAS**, the District is authorized by the Special District Act, to issue bonds for the purpose of paying all or parts of the costs of acquiring, acquiring an interest in, improving, or extending certain improvements, facilities, or property (the “**Public Improvements**”); and

**WHEREAS**, the District is authorized under the Governing Document and Special District Act to utilize revenue from the Contract Fees collected (as defined below) for costs associated with the Public Improvements, the costs of administering the District, and/or to pledge the same for repayment of principal and interest on bonds; and

**WHEREAS**, pursuant to the Act and Governing Document, the District is authorized to finance the Public Improvements through debt to be repaid from a combination of Fees (as defined in the Governing Document), Assessments (as defined in the Governing Document), or a tax mill levy; and

**WHEREAS**, the property within the boundaries of the District is described in **Exhibit A**, attached hereto and incorporate herein by this reference (the “**Property**”), which legal description may be amended from time to time, pursuant to annexation and/or withdrawal of property into or from the District; and

**WHEREAS**, to assist the District with the planning and development of the Public Improvements, the District has determined that it to be in the best interests of the District, and the property owners, residents, and taxpayers within the District, to impose a fee on each residential unit payable at or prior to the issuance of a building permit by the City for such

residential unit, to assist in the payment of costs of acquiring, acquiring an interest in, improving, or extending certain improvements facilities or property of the Public Improvements, the costs of administering the District, and the debt service on the bonds related thereto (the “**Contract Fee(s)**”); and

**WHEREAS**, the Contract Fees will serve a public purpose and promote the health, safety, and general welfare of the District by providing for the orderly payment of the District’s costs associated with those Public Improvements, the administration and overhead costs related thereto, and debt service on the bonds related thereto; and

**WHEREAS**, in accordance with the Governing Document, the City has agreed to collect and remit the fee to the District; and

**WHEREAS**, this Resolution is effective against any property that may be annexed into the District in the future regardless of whether an amended resolution adopting Contract Fees is recorded reflecting any such annexation; and

**WHEREAS**, the District finds that the Contract Fees, as defined below, are reasonably related to the overall cost of providing the Public Improvements and paying for debt service on the bonds related thereto, and that imposition thereof is necessary and appropriate.

**NOW, THEREFORE**, it is hereby resolved by the Board of Trustees of the Olympia Public Infrastructure District No. 1, as follows:

Section 1. The Board of the District has determined and finds that it is in the best interests of the District, its inhabitants, and taxpayers to exercise its power to impose a Contract Fee on the Property, to finance, plan, acquire, and construct the Public Improvements, and pay debt service on the bonds related thereto.

Section 2. The Board of the District finds that the Contract Fees will provide for the orderly payment of the District’s costs of capital to ensure the satisfaction of the District’s financial obligations incurred for the construction of the Public Improvements, and to ensure the health, safety, and welfare of the inhabitants of the District.

Section 3. For the purpose of funding and financing the Public Improvements, the District is authorized under the Governing Document to issue debt and impose and collect Contract Fees for the purpose of repayment of the debt. The purpose of these Contract Fees is the payment of costs of administering the District, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to the Act.

Section 4. The Contract Fees imposed shall be \$15,000 for calendar years 2024 and 2025 and shall increase by 3% each calendar year on January 1st thereafter without any further action of the Board of the District.

Section 5. The Contract Fees with respect to any portion of the Property shall be due and payable prior to the issuance of a building permit for any applicable residential unit.

Section 6. Any unpaid Contract Fee shall constitute a statutory and perpetual charge and lien upon the applicable structure or unit pursuant to Utah Code section 17B-1-902, as amended from time to time, from the date the same becomes due and payable until the date the Contract Fee(s) is/are paid. The lien shall be perpetual in nature on the applicable structure or unit and shall run with the land, as defined by the laws of the State of Utah. Such a lien may be foreclosed upon by the District in the same manner as provided by the laws of the State of Utah for the foreclosure of an assessment lien. This resolution shall be recorded in the real property records of Salt Lake County, Utah.

Section 7. Failure to make payment of the Contract Fee due hereunder shall constitute a default in the payment of such Contract Fee. Upon a default, interest shall accrue on such total amount of the Contract Fee due at the rate of ten percent (10%) per annum and the District shall be entitled to institute such remedies and collection proceedings as may be authorized by Utah law, including but not limited to foreclosure of its perpetual lien. The defaulting property owner shall pay all costs, including attorneys' fees, the District incurs in connection with the foregoing. In foreclosing the lien, the District will enforce the lien only the extent necessary to collect unpaid fees, interests, and costs.

Section 8. This Resolution shall apply to all property within the District boundaries, as the same is established and amended from time to time, including, but not limited to, the property set forth in **Exhibit A**, attached hereto and incorporated herein by reference, and any additional property annexed into the District after the date of this Resolution.

Section 9. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as a part of this Resolution a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

Section 10. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

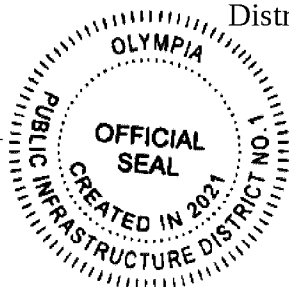
APPROVED AND ADOPTED this February 21, 2024.

(SEAL)

By:   
District Chair

ATTEST:

By:   
District Secretary/Clerk



26-34-201-003;  
26-34-201-004;  
26-34-226-005;  
26-34-276-020.

**Exhibit A**  
**“PROPERTY”**

**Parcel A:**

A parcel of land, situate in the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at the Northwest Corner of said Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°48'53" East 641.53 feet along the section line;

thence South 00°30'22" East 1,659.72 feet to the extension of the Northerly Boundary Line of Blackhawk Estates Plat “C”, recorded as Entry No. 11719743 in Book 2013P at Page 178 in the Office of the Salt Lake County Recorder;

thence along the extension of and said Northerly Boundary Line of Blackhawk Estates Plat “C” the following six (6) courses:

(1) South 56°51'10" West 333.53 feet;

(2) South 68°38'27" West 95.94 feet;

(3) South 56°30'13" West 98.90 feet;

(4) South 51°26'05" West 67.14 feet;

(5) South 41°54'31" West 111.54 feet;

(6) South 48°31'38" West 48.11 feet to the easterly boundary line of Herriman City property, recorded in that certain Special Warranty Deed as Entry No. 14173324 in Book 11455 at Page 6660 in the Office of the Salt Lake County Recorder;

thence along said easterly boundary line the following eight (8) courses:

(1) North 00°14'11" East 632.48 feet;

(2) Northwesterly 477.34 feet along the arc of a 700.00 foot radius curve to the left (center bears North 89°45'49" West and the chord bears North 19°17'57" West 468.15 feet with a central angle of 39°04'16");

(3) North 38°50'05" West 107.36 feet;

(4) Northerly 206.92 feet along the arc of a 156.00 foot radius curve to the right (center bears North 51°09'55" East and the chord bears North 00°50'11" West 192.08 feet with a central angle of 75°59'48");

(5) Northeasterly 346.46 feet along the arc of a 750.00 foot radius curve to the left (center bears North 52°50'17" West and the chord bears North 23°55'41" East 343.39 feet with a central angle of 26°28'04");

(6) Northeasterly 20.89 feet along the arc of a 15.00 foot radius curve to the right (center bears South 79°18'20" East and the chord bears North 50°35'21" East 19.24 feet with a central angle of 79°47'22");

(7) South 89°30'58" East 15.07 feet;

(8) North 00°16'16" East 414.46 feet to the section line;

thence South 89°30'06" East 9.02 feet along the section line to the point of beginning.

Contains 1,275,556 Square Feet or 29.282 Acres

**Parcel B:**

A parcel of land, situate in the Northeast and Northwest Quarters of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the westerly boundary line of Herriman City property, recorded in that certain Special Warranty Deed as Entry No. 14173324 in Book 11455 at Page 6660 in the Office of the Salt Lake County Recorder, said point being North 89°30'06" West 155.06 feet along the section line from the Northwest Corner of said Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence along said westerly boundary line the following fifteen (15) courses:

- (1) South 00°15'35" West 349.37 feet;
- (2) South 05°43'01" West 55.05 feet;
- (3) South 03°28'45" West 111.97 feet;
- (4) Southwesterly 195.07 feet along the arc of a 650.00 foot radius curve to the right (center bears North 69°32'03" West and the chord bears South 29°03'48" West 194.34 feet with a central angle of 17°11'42");
- (5) Southwesterly 53.22 feet along the arc of a 70.81 foot radius curve to the right (center bears North 50°17'55" West and the chord bears South 61°13'54" West 51.97 feet with a central angle of 43°03'38");
- (6) South 42°22'52" West 240.07 feet;
- (7) Southwesterly 7.76 feet along the arc of a 100.00 foot radius curve to the right (center bears North 49°50'27" West and the chord bears South 42°22'52" West 7.75 feet with a central angle of 04°26'36");
- (8) South 44°36'10" West 7.65 feet;
- (9) South 45°23'50" East 73.50 feet;
- (10) North 44°36'10" East 22.12 feet;
- (11) Northeasterly 33.61 feet along the arc of a 30.00 foot radius curve to the right (center bears South 45°23'50" East and the chord bears North 76°42'06" East 31.88 feet with a central angle of 64°11'52");
- (12) Southeasterly 203.64 feet along the arc of a 360.50 foot radius curve to the right (center bears South 18°48'01" West and the chord bears South 55°01'02" East 200.94 feet with a central angle of 32°21'54");
- (13) South 38°50'05" East 47.56 feet;
- (14) Southeasterly 409.15 feet along the arc of a 600.00 foot radius curve to the right (center bears South 51°09'55" West and the chord bears South 19°17'57" East 401.27 feet with a central angle of 39°04'16");
- (15) South 00°14'11" West 716.60 feet; to the Northerly Boundary Line of Blackhawk Estates Plat "C", recorded as Entry No. 11719743 in Book 2013P at Page 178 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line the following three (3) courses:

- (1) South 54°24'10" West 50.95 feet;
- (2) South 44°19'04" West 94.58 feet;

(3) South 72°52'33" West 99.94 feet to the Northerly Boundary Line of Blackhawk Estates Plat "B", recorded as Entry No. 11386427 in Book 2012P at Page 53 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line of Blackhawk Estates Plat "B" the following six (6) courses:

- (1) South 72°52'34" West 12.55 feet;
- (2) South 82°11'10" West 94.89 feet;
- (3) South 86°16'00" West 83.86 feet;
- (4) South 66°09'21" West 95.83 feet;
- (5) South 58°13'58" West 137.09 feet;
- (6) South 78°13'01" West 40.13 feet to the Northwest Corner of said Blackhawk Estates Plat "B";

thence South 12°44'34" East 10.64 feet along said Westerly Boundary Line of Blackhawk Estates Plat "B" to the Northerly Boundary Line of Western Creek PUD Plat A, recorded as Entry No. 10946923 in Book 2010P at Page 76 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line of said Western Creek PUD Plat A the following three (3) courses:

- (1) South 78°07'21" West 16.66 feet;
- (2) South 57°11'41" West 95.42 feet;
- (3) South 73°50'10" West 172.86 feet to the Northerly Boundary Line of Western Creek Plat B, recorded as Entry No. 11429199 in Book 2012P at Page 92 in the Office of the Salt Lake County Recorder;

thence along said Northerly Boundary Line of Western Creek Plat B the following two (2) courses:

- (1) South 73°27'12" West 291.53 feet;
- (2) South 80°15'09" West 106.78 feet to the 1/16 section line;

thence North 00°10'11" East 1,342.77 feet along the 1/16 section line to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 34, monumented with a rebar and cap stamped "5251295";

thence North 89°31'34" West 96.25 feet along the 1/16 section line;

thence Northeasterly 15.66 feet along the arc of a 17.00 foot radius curve to the right (center bears South 52°47'09" East and the chord bears North 63°36'17" East 15.11 feet with a central angle of 52°46'53");

thence North 89°59'44" East 163.97 feet;

thence Southeasterly 26.75 feet along the arc of a 17.00 foot radius curve to the right (center bears South 00°00'16" East and the chord bears South 44°55'08" East 24.08 feet with a central angle of 90°10'17");

thence North 89°52'17" East 47.00 feet;

thence South 00°10'01" West 70.38 feet;

thence North 89°59'44" East 83.33 feet;

thence South 00°10'01" West 445.20 feet;

thence South 89°49'59" East 81.67 feet;

thence Southeasterly 70.92 feet along the arc of a 455.00 foot radius curve to the left (center bears South 89°49'59" East and the chord bears South 04°17'53" East 70.84 feet with a central angle of 08°55'48");

thence North 81°14'13" East 55.00 feet;

thence Northwesterly 62.34 feet along the arc of a 400.00 foot radius curve to the right (center bears North 81°14'13" East and the chord bears North 04°17'53" West 62.28 feet with a central angle of 08°55'48");  
thence South 89°44'27" East 215.55 feet;  
thence North 00°15'33" East 59.21 feet;  
thence South 89°47'33" East 156.44 feet;  
thence Northwesterly 74.44 feet along the arc of a 677.50 foot radius curve to the right (center bears North 83°52'19" East and the chord bears North 02°58'50" West 74.40 feet with a central angle of 06°17'42");  
thence North 00°10'01" East 367.08 feet;  
thence Northeasterly 16.48 feet along the arc of a 50.00 foot radius curve to the right (center bears South 89°49'41" East and the chord bears North 09°36'52" East 16.41 feet with a central angle of 18°53'05");  
thence South 89°58'24" West 262.94 feet;  
thence North 00°04'33" West 407.95 feet;  
thence Northwesterly 118.39 feet along the arc of a 522.50 foot radius curve to the left (center bears South 12°54'22" West and the chord bears North 83°35'06" West 118.13 feet with a central angle of 12°58'55");  
thence South 89°55'27" West 20.84 feet;  
thence North 00°04'33" West 258.66 feet;  
thence North 89°32'10" West 432.97 feet;  
thence South 00°04'33" East 672.19 feet to the 1/16 section line;  
thence North 89°31'34" West 1,499.79 feet along said 1/16 section line;  
thence North 00°01'53" West 757.92 feet;  
thence North 89°32'10" West 2.61 feet;  
thence Northeasterly 12.60 feet along the arc of a 30.00 foot radius curve to the left (center bears North 65°57'29" West and the chord bears North 12°00'19" East 12.51 feet with a central angle of 24°04'24");  
thence North 00°01'53" West 556.05 feet to the section line;  
thence South 89°30'06" East 2,779.07 feet along the section line to the point of beginning.

Contains 4,439,780 Square Feet or 101.923 Acres

Total Area Contains 5,715,336 Square Feet or 131.205 Acres

**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**

DFE4DA9A-0F61-4970-AE27-A36A546D829D

**TRANSACTION DETAILS**

**Reference Number**

DFE4DA9A-0F61-4970-AE27-A36A546D829D

**Transaction Type**

Signature Request

**Sent At**

02/21/2024 12:11 MST

**Executed At**

02/21/2024 12:23 MST

**Identity Method**

email

**Distribution Method**

email

**Signed Checksum**

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**Signer Sequencing**

Disabled

**Document Passcode**

Disabled

**DOCUMENT DETAILS**

**Document Name**

OPID Res 2024-05 No 1 Fee Schedule 021324 vc

**Filename**

OPID\_Res\_2024-05\_No\_1\_Fee\_Schedule\_021324\_vc.docx

**Pages**

7 pages

**Content Type**

application/vnd.openxmlformats-officedocument.wordprocessingml.document

**File Size**

37.7 KB

**Original Checksum**

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**SIGNERS**

**SIGNER**

**Name**

Ryan Button

**Email**

ryan@projectutah.com

**Components**

1

**E-SIGNATURE**

**Status**

signed

**Multi-factor Digital Fingerprint Checksum**

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**Drawn Signature**

**Signature Reference ID**

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**Signature Biometric Count**

6

**EVENTS**

**Viewed At**

02/21/2024 12:23 MST

**Identity Authenticated At**

02/21/2024 12:23 MST

**Signed At**

02/21/2024 12:23 MST

**Name**

Kirk Young

**Email**

kirk@projectutah.com

**Components**

1

**Status**

signed

**Multi-factor Digital Fingerprint Checksum**

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02/21/2024 12:21 MST

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02/21/2024 12:21 MST

**AUDITS**

**TIMESTAMP**

02/21/2024 12:11 MST

02/21/2024 12:11 MST

02/21/2024 12:11 MST

**AUDIT**

Jennifer Gowans (jgowans@snowjensen.com) created document 'OPID\_Res\_2024-05\_No\_1\_Fee\_Schedule\_021324\_vc.docx' on Chrome via Windows from 208.117.120.90.

Kirk Young (kirk@projectutah.com) was emailed a link to sign.

Ryan Button (ryan@projectutah.com) was emailed a link to sign.



**TIMESTAMP**

02/21/2024 12:21 MST  
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02/21/2024 12:23 MST

**AUDIT**

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