

Nordic Valley Sewer Improvement District

LETTER OF INTENT TO PROVIDE CULINARY WATER AND SANITARY SEWER SERVICES FOR NORDIC VILLAGE SUBDIVISION NO. 1B

February 10, 2025

Mr. Ryan Christofferson
Nordic Village Venture, LLC
730 North 1500 West
Orem, Utah 84057

Dear Mr. Christofferson:

This letter serves to confirm that Nordic Valley Sewer Improvement District (the “**District**”) is willing to provide culinary water service within the District boundaries from its public water system and sanitary sewer service from its public sewer system for the Nordic Village Subdivision No. 1B (the “**Project**”). The District is willing to provide these utility services (the “**Services**”) in accordance with the terms and conditions described below.

- 1) Prior to providing the Services District shall, own, maintain and operate a duly approved culinary water system and a sanitary sewer system (the “**District Utility Improvements**”) that are now being designed and constructed by Nordic Village Venture LCC (the “**Project Owner**”) and the Nordic Village Public Improvement District 1, 2 or 3 (the “**Nordic PIDs**”). The District’s Utility Improvements shall be constructed by the Project Owner or the Nordic PIDs in accordance with: (i) the District’s resolutions, rules, regulations and construction standards and specifications; (2) the Utah Department of Environmental Quality Division of Drinking Water Plan Approved Plans dated July 9, 2024; (iii) the Sewer Master Plan dated November 2, 2023 by Horrocks Engineering; (iv) any amendments to the construction plans, standards or specifications as adopted and approved by the District; and (vi) any statutes, rules and regulations that may apply to the District Utility Improvements at the time of the conveyance described herein.
- 2) The District Utility Improvements shall be conveyed to the District by the Project Owner or Nordic PIDs upon completion of the District Utility Improvements.
- 3) The Project Owner shall convey to the District sufficient water rights to supply culinary water service for the number of connections as requested to be served by the Project.
- 4) Any portion of the Project that is not presently located within the boundaries of the District shall be annexed into the District prior to the District's provision of any culinary water services and/or sanitary sewer services. It is understood that once the Project is annexed into the District, the Project shall become subject to all property and other taxes that may be levied by and through the authority of the District.
- 5) In terms of culinary water services, it is understood that the Project Owner and subsequent purchasers of property from the Project Owner shall be required to pay the District’s culinary water service rates, connection fees, District fees, special assessments, and impact fees if any, as shall be determined by the District at its sole discretion. This commitment to service water for the Project is subject to curtailment in the event of drought restrictions or other unforeseen operational conditions that require the District to suspend or limit water service.
- 6) In terms of sanitary sewer services, the Project Owner and subsequent purchasers of property from the

Project Owner shall be required to pay the District's sewer collection and treatment service rates, connection fees, District fees, special assessments and impact fees, if any, as shall be determined by the District at its sole discretion.

- 7) The services to be provided by the District are expressly contingent upon conveyance by the Nordic PIDs to the District of all appropriate and required culinary water and sanitary sewer infrastructure that complies with all applicable statutes, rules and regulations.
- 8) The services to be provided by the District are expressly contingent upon the approval of the systems by all appropriate governing authorities, including without limitation, Utah State drinking water regulators, and the system shall be fully in compliance with the resolutions, rules, regulations and construction standards and specifications that may be adopted by the district in the future.

By signing this "will serve letter" the District confirms and acknowledges; (i) its intent adhere to these terms and conditions, (ii) that there may be other terms and conditions not stated herein that may impact the Project, (iii) that before culinary water or sanitary sewer services are provided, the District Utility Improvements shall be conveyed to the District; (iv) that the District and Project Owner will need to enter into a service contract approved by both parties, (v) that the District is, duly authorized to provide the above-described culinary water and sanitary sewer services for this Project, and (vi) acknowledges to the best of its knowledge that it is in compliance with the requirements of regulating agencies and will continue to operate under the terms and conditions of its approvals.

Signed: Robert Behunin

Print: Robert Behunin

Title: Board Chair