

Nordic Valley Sewer Improvement District

LETTER OF INTENT TO PROVIDE WATER SERVICES

10 February 2025

Ian Silverberg
Harmony Ranch Eden Holdings LLC
PO Box 521
Eden, UT 84310

Dear Mr. Silverberg,

This letter serves to confirm that Nordic Valley Sewer Improvement District ("The District") is willing to supply water from its public water system for use by the Harmony Ranch Subdivision ("Harmony"), in accordance with the terms and conditions described below.

Water Service Details

1. Number of Lots to be Served
 - The District understands that the proposed development is to consist of 11 single-family residential lots, each requiring a ¾-inch water connection.
2. Intended Uses of Water
 - The water service will be used for the following purposes:
 - Culinary (potable) water supply
 - Fire suppression as approved by all governing authorities
 - Secondary water uses as available and necessary
3. Method of Water Delivery
 - Water will be delivered to each proposed lot via a gravity flow distribution system; pressurized water service will not be provided.

Conditions of Service

- The District anticipates operating a water system in the future that will be built by the Nordic Village PID 1-3 ("the PIDs") and conveyed by the PIDs to the District. Based upon current information it is anticipated that the District will have the capacity to serve the 11 lots within the Harmony development. Actual monthly allocations per connection will be established prior to connection occurring.
- The owner(s) of water rights to be utilized by the District shall have been conveyed to the District in a manner that complies with all laws, rules and regulations of the State of Utah
- Before water service is provided, Harmony must present to the District a detailed lawful plans specifying the desired point of each connection.
- Annexation into the District shall be required before water services can be provided.

- The District reserves the right to curtail water availability in the event of drought restrictions or other unforeseen operational conditions requiring the suspension or limitation of water sales.
- Water rates, connection fees, impact fees, and other charges have not yet been set. These will be determined at a future date. The developer of Harmony and/or owners of all lots within the development will timely pay in full all such rates, fees and charges.
- Future water service to Harmony is contingent up on the execution of a formal water services contract between Harmony and the District; the District shall have exclusive authority to determine the terms and conditions of said agreement.
- Service is expressly contingent upon conveyance by the PIDs to the District of all appropriate and required culinary water infrastructure that complies will all applicable statutes, rules and regulations.
- Service is expressly contingent upon the approval of the District system or 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 letter, the District confirms its intent to comply with these terms and conditions, affirms that it is duly authorized to provide water service, and acknowledges that it remains in compliance with all regulating agencies.

Sincerely,

Signed: Robert Behunin

Print: Robert Behunin

Title: Board Chair