

UPON RECORDING, RETURN TO:
Nordic Village Public Infrastructure District No. 1
c/o Snow Jensen & Reece
912 W. 1600 S., Suite B-200
St. George, UT 84770

AMENDED AND RESTATED CONTRACT FEE AGREEMENT

This Amended and Restated Contract Fee Agreement (the “Agreement”) is entered into as of March 31, 2025 (“Effective Date”), between Nordic Village Venture, LLC (“Venture”), a Utah limited liability company, and Nordic Village Public Infrastructure District No. 1 (the “District”). Venture and the District are each referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the District is a public infrastructure district and 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 Districts Act” and together with the PID Act, the “Act”); and

WHEREAS, pursuant to the terms of the Act and Resolutions 13-2024, 52-2024, 53-2024 (the “Resolutions”), the Board of County Commissioners of Weber County approved the creation of the District with the power to use Debt and impose and collect Fees for the purpose of: 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; all as described in the Resolutions, the Act, and as authorized by the Governing Document for the District (as may be further amended from time to time, the “Governing Document”); and

WHEREAS, a portion of the District currently is located within the Nordic Valley Sewer Improvement District (the “Sewer District”) with the intention of the Venture to annex the remaining land not currently located within the Sewer District boundary into the Sewer District; and

WHEREAS, the District desires to collect fees in addition to the funds provided to the District through general obligation tax bond sale for infrastructure improvements and facilities relating to culinary water and sewer service, including water treatment, storage and distribution improvements and facilities and sewer collection and treatment improvements and facilities (collectively referred to as the “Sewer District Improvements”) that will be constructed by the District and dedicated to the Sewer District to be owned, operated, maintained in order to provide culinary water and sewer services to the District; and

WHEREAS, the Governing Document contemplates that additional procedures regarding the collection and remittance of Fees may be established by agreement, and Venture and the District has determined that it is in the best interests of the respective taxpayers, residents, and property owners to enter into this Agreement.

WHEREAS, on or around December 20, 2024, the Parties agreed and executed a prior version of the Contract Fee Agreement but now desire to amend and restate that version with this Amended and Restated Contract Fee Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants, agreements, and representations contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The Contract Fee. When Venture sells, transfers, or conveys title to property that is located within the boundaries of the District at the time of conveyance to any third party, such transaction will automatically trigger the imposition of a fee (the “Contract Fee”) for Sewer District Improvements financed by the District. The Contract Fee becomes due and payable the time of such sale, transfer, or conveyance. The amount of the Contract Fee is as set forth below:

- a. Per Residential Development Right (as that term is used and defined in the Zoning Development Agreement for the Nordic Valley Village (Form Based Rezone) executed on March 13 and 14, 2023 (hereinafter the “Development Agreement”)) that is conveyed, the Contract Fee due shall be Fifteen Thousand Dollars and 00/100 Cents (\$15,000.00). This amount shall increase by One Thousand Dollars and 00/100 Cents (\$1,000.00) annually beginning on January 1, 2026. The Contract Fee charged per Residential Development Right shall not increase by more than Ten Thousand Dollars and 00/100 Cents (\$10,000.00).
- b. For each Hotel Unit development right conveyed, the Contract Fee due shall be Five Thousand Dollars and 00/100 Cents (\$5,000.00) per unit. The term “Hotel” means a building consisting of 16 or more sleeping units designed for temporary lodging for compensation, in which no provision is made for cooking in any individual room or suite, and may or may not provide meals. Each sleeping unit (i.e., room, suite, or otherwise) is counted as one “Unit.” Therefore, the minimum Contract Fee due for a Hotel shall be Eighty Thousand Dollars and 00/100 Cents (\$80,000.00)¹.
- c. For each square foot of Commercial development right conveyed, the Contract Fee due shall be Twelve Dollars and 39/100 Cents (\$12.39) per square foot.
- d. For any other unit that does not fall within the above categories, an amount to be calculated by the District reasonably related to the Unit’s benefit.

2. Collection of the Contract Fee. When a Contract Fee is triggered, Venture agrees to provide notice to the District within three (3) business days. Upon notification, the District agrees to collect the Contract Fee from the third party. The District will deposit the Contract Fees collected in a separate account created for such purpose.

¹ 16 Units X \$5,000.00 = \$80,000.00

3. Effect of conveyances within the Annexable Area of the District. If Venture sells, transfers, or conveys title to any property located in the annexable area of the District that has not been annexed into the District at the time of the conveyance, then such property is not subject to the Contract Fee at that time. If the conveyed property is later annexed by the District, it may owe a Contract Fee once a Certificate of Annexation is issued by the Office of the Lieutenant Governor of Utah or such other body of the state.

4. Exception for Conveyance of Property in Bulk for Future Development. In the event that Venture sells, transfers, or conveys lots or parcels subject to this Agreement, but in bulk or in the form of large parcels for future subdivision or development, then such sale, lot or conveyance shall not immediately trigger the Contract Fee described herein. Rather, such property shall remain subject to the terms of this Agreement and the Contract Fee shall become due on each lot or parcel comprising such property at the time of the next sale, transfer, or conveyance of the same that does not qualify for this exception. Factors that determine whether this exception shall apply shall include whether the sale, transfer or conveyance includes any assignment of declarant or developer rights under any covenants, conditions, or restrictions encumbering the Property (in which case the Contract Fee will not be due); or whether the sale, transfer or conveyance is to an end user, where an end user is a property owner who intends to own, lease, occupy, improve, or otherwise utilize the property for uses other than for future development (in which case the Contract Fee will be due).

5. Exception for Property Withdrawn from the District. If any property is withdrawn from the boundaries of the District, then all Contract Fees relating to such property shall become immediately due and payable and shall be paid prior to the approval of such withdrawal by the District. Pursuant to Utah Code § 17D-4-201(4)(b), if the Contract Fee is not paid at the time of withdrawal, the withdrawn property shall still be subject to the Contract Fee.

6. Failure to Pay the Contract Fee. If the third party fails to pay the Contract Fee when due, the District may take those steps necessary and authorized by law to collect the Contract Fee. The District shall also be entitled to all collection costs, court costs, and attorney fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum. All sums owed, including the costs of collection, will be secured by a perpetual lien on the property acquired by the third party. Furthermore, unpaid balances are grounds for the District and/or Venture to withhold connection to the Sewer Improvements.

7. This Agreement Shall Run with the Land. The Parties intend, declare, and covenant that the terms, conditions, agreements, and covenants set forth in this Agreement shall run with the land described in the legal description attached hereto and incorporated herein by this reference as **Exhibit A**, and shall bind, and the benefits and burdens shall inure to, the Parties and their respective successors and assigns.

8. Term. This Agreement is valid until the earlier of: (a) payment in full of the Contract Fee and any related collection costs, court costs, and attorney fees incurred in the

collection of the same, or (b) termination of the Agreement in accordance with its terms (including any extensions or amendments thereto).

9. Definitions. Capitalized terms used in this Agreement, unless the context requires otherwise, shall have the same meanings as set forth in the Agreement and the Governing Document for the District.

10. Notice. All notices or billing invoices required under this Agreement shall be in writing and shall be delivered or sent by electronic mail to the addresses of the Parties set forth below. All notices so given shall be considered effective on the date of delivery. Either Party may change the address to which further notices shall be sent by providing the other Party notice of such change.

NOTICE TO VENTURE:

Nordic Village Venture, LLC
730 N 1500 W
Orem, UT 84057
bcole@clyecapitalgroup.com
801-592-6132

NOTICE TO DISTRICT:

Nordic Village Public Infrastructure
District No. 1
c/o Snow Jensen & Reece
912 W. 1600 S., Suite B-200
St. George, UT 8470
mence@snowjensen.com
435-628-3688

11. Records. The District will keep and maintain accurate records of the receipts, transfer, and/or expenditure of the Contract Fees. Upon request, the District will make available such records available for inspection and copying during regular business hours.

12. Fees and Costs. Each of the Parties shall bear the fees and costs of its own attorneys and consultants incurred in connection with any dispute arising out of or incurred in connection with the terms, conditions, agreements, and covenants set forth in this Agreement.

13. Further Acts. In addition to the acts recited in this Agreement to be performed by the Parties, the Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to consummate the actions, intents, and transactions contemplated in this Agreement.

14. Governing Law and Venue. The laws of the State of Utah shall govern the validity, enforcement, and interpretation of this Agreement. Any dispute or cause of action concerning this Agreement shall be resolved exclusively before the Second Judicial District Court in Weber County, Utah, or the United States District Court for the District of Utah in Salt Lake City, Utah.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective Parties and their respective successors and permitted assigns.

16. Amendment, Integration, Modification, and Waiver. This Agreement constitutes the complete and final expression of the Agreement of the Parties relating to the matters described herein and supersedes all previous contracts, agreements, and understanding of any Parties, whether oral or written, relating to the Agreement. Neither this Agreement nor any provision thereof may be modified or waived except by instrument in writing executed by the Parties. This Agreement may not be amended without the written consent of both Parties.

17. Severability. If any provision in this Agreement is deemed invalid, illegal, unenforceable or in conflict with any law, the validity and enforceability of the remaining provisions shall not in any way be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision, term, or part that was held to be invalid. The Parties shall cooperate to cure any invalid or defective provision, term or part of this Agreement.

18. Contest Period. Pursuant to Utah Code § 17B-1-313 the District desires that a notice of this Agreement be published as a Class A notice under Utah Code § 63G-30-102, for at least 30 days (i) on the Utah Public Notice Website created under Utah Code § 63A-16-601, and (ii) in a public location in or near the affected areas of the District that are reasonably likely to be seen by residents of the affected area. Such notice shall be in substantially the form attached as **Exhibit B** hereto and include a copy of this Agreement.

19. Headings. The headings in the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect the construction or interpretation of any terms of this Agreement.

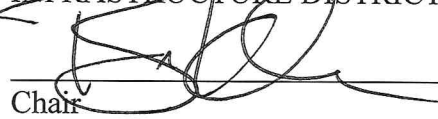
20. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other. The Parties acknowledge that each Party has contributed substantially and materially to the preparation of this Agreement.

21. Signatories' Warrant. The signatories below expressly represent and warrant that they are authorized to execute this Agreement on behalf of, and to fully bind, the Parties on whose behalf their signatures appear, and that each Party has had the opportunity to consult with legal counsel regarding the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO AMENDED AND RESTATED
CONTRACT FEE AGREEMENT]**

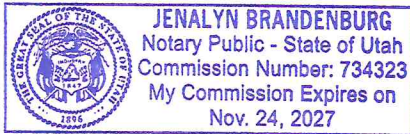
NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1


Chair

STATE OF UTAH)
)
 Utah) :ss.
) COUNTY)

On 4/7/2025, personally appeared before me Brook Cole, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this Amended and Restated Contract Fee Agreement, and acknowledged that he executed the same voluntarily for its stated purpose on behalf of NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1, pursuant to his authority by law as its duly authorized signer.

[] Notarial act performed by audio-visual communication (if checked).




Notary Public

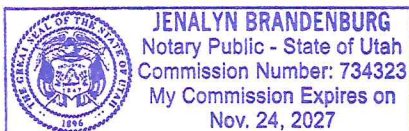
NORDIC VILLAGE VENTURE, LLC


By: Ryan Christofferson
Its: General Manager

STATE OF UTAH)
)
 Utah) :ss.
) COUNTY)

On 4/11/2025, personally appeared before me Ryan Christofferson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this Amended and Restated Contract Fee Agreement, and acknowledged that he executed the same voluntarily for its stated purpose on behalf NORDIC VILLAGE VENTURE, LLC, pursuant to his authority by law as its duly authorized signer.

[] Notarial act performed by audio-visual communication (if checked).




Notary Public

EXHIBIT A

Legal Descriptions

NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 32 AND THE SOUTH HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF PARCEL NO. 22-023-0173 AND RUNNING THENCE:

NORTH 89°33'56" EAST 535.62 FEET; THENCE SOUTH 04°33'34" WEST 11.11 FEET; THENCE SOUTH 89°31'36" EAST 1,124.87 FEET; THENCE SOUTH 89°41'49" EAST 290.39 FEET TO THE WESTERLY LINE OF 3500 EAST STREET (ALSO KNOWN AS NORDIC VALLEY HIGHWAY; THENCE SOUTH 01°20'16" WEST 324.85 FEET ALONG SAID WESTERLY LINE OF 3500 EAST STREET; THENCE SOUTH 89°00'28" EAST 125.63 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 89°00'28" EAST 1213.96 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 04°10'10" WEST 177.57 FEET; THENCE SOUTH 05°00'53" EAST 189.82 FEET; THENCE SOUTH 04°10'11" WEST 803.19 FEET TO A POINT ON THE WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. SOUTH 03°10'34" EAST 410.00 FEET; 2. SOUTH 20°09'33" WEST 442.42 FEET 3. THENCE SOUTH 04°34'18" WEST 516.27 FEET 4. THENCE SOUTH 59°40'34" EAST 228.65 FEET; THENCE SOUTH 30°19'26" WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. NORTH 59°40'34" WEST 200.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 542.12 FEET AND A CENTRAL ANGLE OF 20°00'02" (CHORD BEARS NORTH 49°40'33" WEST 188.28 FEET); 2. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 189.24 FEET; 3. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 39°40'34" WEST, A DISTANCE OF 233.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 302.09 FEET AND A CENTRAL ANGLE OF 33°59'57" (CHORD BEARS NORTH 22°40'35" WEST 176.64 FEET); 4. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 179.26 FEET; 5. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 05°40'34" WEST, A DISTANCE OF 252.68 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 22°04'17" (CHORD BEARS NORTH 16°42'43" WEST 200.99 FEET); 6. NORTHERLY ALONG THE ARC A DISTANCE OF 202.24 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 17°19'26" EAST, A DISTANCE OF 545.66 FEET; THENCE NORTH 67°11'17" WEST 450.00 FEET; THENCE NORTH 67°10'47" WEST 149.90 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. NORTH 08°42'02" WEST 37.40 FEET TO A POINT ON A 106.24 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 81°17'58" WEST; 2. NORTHWESTERLY 92.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°58'55" (CHORD BEARS NORTH 33°41'29" WEST 89.77 FEET) TO A POINT ON A 125.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 31°19'03" EAST; 3. NORTHWESTERLY 128.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°58'55" (CHORD BEARS NORTH 29°11'30" WEST 123.07 FEET); 4. NORTH

00°17'58" EAST 59.09 FEET; SOUTH 89°42'02" EAST 7.93 FEET; THENCE NORTH 01°20'16" EAST 20.04 FEET; THENCE NORTH 89°42'02" WEST 348.06 FEET; THENCE SOUTH 62°03'22" WEST 210.96 FEET; THENCE NORTH 00°32'31" EAST 1,035.18 FEET; THENCE SOUTH 75°14'48" WEST 1,521.33 FEET; THENCE NORTH 00°38'43" EAST 635.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,674,456 SQUARE FEET OR 84.35 ACRES, MORE OR LESS.

ANNEXATION AREA BOUNDARIES

BOUNDARY DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 32 AND THE SOUTH HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32 AND RUNNING THENCE:

NORTH 00°31'29" EAST 2,715.63 FEET ALONG THE WESTERLY SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 00°32'20" EAST 2,716.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 88°21'41" EAST 670.66 FEET ALONG THE NORTHERLY SECTION LINE OF SECTION 32; THENCE NORTH 00°38'43" EAST 708.80 FEET; THENCE NORTH 00°38'43" EAST 635.03 FEET; THENCE NORTH 89°33'56" EAST 535.62 FEET; THENCE SOUTH 04°33'34" WEST 11.11 FEET; THENCE SOUTH 89°31'36" EAST 1,124.87 FEET; THENCE SOUTH 89°41'49" EAST 290.39 FEET TO THE WESTERLY LINE OF 3500 EAST STREET (ALSO KNOWN AS NORDIC VALLEY HIGHWAY; THENCE SOUTH 01°20'16" WEST 324.85 FEET ALONG SAID WESTERLY LINE OF 3500 EAST STREET; THENCE SOUTH 89°00'28" EAST 125.63 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 89°00'28" EAST 1213.96 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 04°10'10" WEST 177.57 FEET; THENCE SOUTH 05°00'53" EAST 189.82 FEET; THENCE SOUTH 04°10'11" WEST 803.19 FEET TO A POINT ON THE WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. SOUTH 03°10'34" EAST 410.00 FEET; 2. SOUTH 20°09'33" WEST 442.42 FEET 3. THENCE SOUTH 04°34'18" WEST 516.27 FEET 4. THENCE SOUTH 59°40'34" EAST 228.65 FEET; THENCE SOUTH 30°19'26" WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. NORTH 59°40'34" WEST 200.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 542.12 FEET AND A CENTRAL ANGLE OF 20°00'02"; 2. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 189.24 FEET; 3. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 39°40'34" WEST, A DISTANCE OF 233.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 302.09 FEET AND A CENTRAL ANGLE OF 33°59'57"; 4. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 179.26 FEET; 5. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 05°40'34" WEST, A DISTANCE OF 252.68 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 22°04'17"; 6. NORTHERLY ALONG THE ARC A DISTANCE OF 202.24 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 17°19'26" EAST, A DISTANCE OF 545.66 FEET; THENCE NORTH 67°11'17" WEST 450.00 FEET; THENCE NORTH 67°10'47" WEST 149.90 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING FOUR (4)

COURSES AND DISTANCES: 1. NORTH 08°42'02" WEST 37.40 FEET TO A POINT ON A 106.24 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 81°17'58" WEST; 2. NORTHWESTERLY 92.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°58'55" (CHORD BEARS NORTH 33°41'29" WEST 89.77 FEET) TO A POINT ON A 125.00 FEET FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 31°19'03" EAST; 3. NORTHWESTERLY 128.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°58'55" (CHORD BEARS NORTH 29°11'30" WEST 123.07 FEET); 4. NORTH 00°17'58" EAST 59.09 FEET; SOUTH 89°42'02" EAST 7.93 FEET; THENCE NORTH 01°20'16" EAST 20.04 FEET; THENCE NORTH 89°42'02" WEST 348.06 FEET; THENCE SOUTH 62°03'22" WEST 517.63 FEET; THENCE SOUTH 34°41'57" EAST 80.00 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 01°41'59" EAST 987.73 FEET; 2. SOUTH 34°42'03" EAST 1,736.48 FEET; 3. SOUTH 55°52'02" EAST 1,014.59 FEET; 4. SOUTH 71°29'02" EAST 531.56 FEET; 5. SOUTH 78°42'02" EAST 50.00 FEET; 6. SOUTH 11°17'58" WEST 121.53 FEET; 7. SOUTH 13°34'21" WEST 49.93 FEET; 8. SOUTH 73°59'14" EAST 237.98 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 20°30'14" WEST 70.78 FEET; 2. SOUTH 01°30'14" WEST 140.39 FEET; 3. SOUTH 16°30'14" WEST 134.78 FEET; 4. SOUTH 28°29'46" EAST 132.50 FEET; 5. SOUTH 19°30'14" WEST 96.54 FEET; 6. SOUTH 09°30'14" WEST 253.28 FEET; 7. SOUTH 45°30'14" WEST 140.34 FEET; 8. SOUTH 09°14'14" WEST 190.45 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT; THENCE SOUTH 18°30'14" WEST 119.54 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 FIRST AMENDMENT; THENCE NORTH 73°14'16" WEST 205.08 FEET; THENCE SOUTH 29°45'14" WEST 140.00 FEET; THENCE SOUTH 38°29'04" WEST 254.04 FEET; THENCE SOUTH 09°12'14" WEST 60.00 FEET; THENCE NORTH 84°26'14" EAST 45.91 FEET; THENCE SOUTH 05°33'43" EAST 50.00 FEET; THENCE SOUTH 84°26'14" WEST 220.00 FEET; THENCE SOUTH 29°36'02" WEST 302.03 FEET; THENCE SOUTH 88°56'52" WEST 892.75 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 32; THENCE SOUTH 88°58'48" WEST 2,679.23 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 32 TO THE POINT OF BEGINNING.

CONTAINING 22,289,045 SQUARE FEET OR 511.69 ACRES, MORE OR LESS.

The boundaries of the annexation area further consist of the entirety of the legal descriptions contained under "District No. 1" above.

EXHIBIT B

Form of Notice Agreement and Contest Period

NOTICE IS HEREBY GIVEN pursuant to the provisions of Title 17B, Limited Purpose Local Government Entities – Special Districts of the Utah Code Annotated 1953, as amended, that on August 23, 2024, the Board of Trustees (the “Board”) of Nordic Village Public Infrastructure District 1 (the “District”), approved a Amended and Restated Contract Fee Agreement (the “Agreement”) between the District and Nordic Village Venture, LLC (“Venture”), a Utah limited liability company, imposing certain Contract Fees of the District, as further described in the Agreement. Pursuant to Utah Code §17B-1-313 the Board desires to give notice of the Agreement and run a contest period relating thereto.

Upon publication of this notice (i) any person in interest may file an action in a court with jurisdiction under Title 78A, Judiciary and Judicial Administration, to contest the regularity, formality, or legality of the Resolution or Agreement within 30 days after the date of publication; and (ii) if the Resolution or Agreement is not contested by filing an action in a court within the 30-day period, no one may contest the regularity, formality, or legality of the Resolution or Agreement after the expiration of the 30-day period.

[POSTED WITH COPY OF AGREEMENT]