

AGREEMENT

This Agreement ("**Agreement**") is entered into as of the 25th day of February, 2025 ("**Effective Date**"), by and between UTAH YOUTH VILLAGE, INC., a Utah corporation ("**UYV**"); TOOELE INVESTORS, LLC, a Utah limited liability company ("**TI**"); and MEADOWBROOK WATER USERS ASSOCIATION, a Utah nonprofit mutual water company ("**MWUA**").

RECITALS

WHEREAS UYV, TI, and MWUA previously entered into a Water System Acquisition and Service Agreement dated August 15, 2018 ("**2018 Agreement**"), which provided various rights, duties, and obligations related to a public water system; and

WHEREAS MWUA is entering into (or has entered into) an Asset Purchase Agreement and related documents (collectively, "**APA**") with Oquirrh Point Improvement District, a Utah special district ("**District**"), under which the District is acquiring the public water system and associated assets; and

WHEREAS as a result of the transfer of the public water system and associated assets from MWUA to the District, MWUA will be dissolved; and

WHEREAS in conjunction with the APA, TI is entering into (or has entered into) a Water and Sewer Development and Service Agreement with the District ("**Development Agreement**"); and

WHEREAS as a result of the APA and the Development Agreement, many terms of the 2018 Agreement are no longer necessary and/or pertinent to UYV, TI, and MWUA; however, some terms of the 2018 Agreement between UYV and TI should continue in force.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UYV, TI, and MWUA, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Termination of 2018 Agreement. The 2018 Agreement is hereby terminated, and UYV, TI, and MWUA are hereby released from all terms and conditions of the 2018 Agreement; provided, however, that TI and UYV (each a "**Party**" and collectively the "**Parties**") agree to continue to be bound to the terms and conditions provided in this Agreement. UYV, TI, and MWUA hereby waive and release all claims and causes of action that could have been raised under the 2018 Agreement.

2. Future Water Tank. In connection with the construction and installation of the public water system, UYV has created access points and valves to facilitate the future connection of a new water storage tank ("**Future Water Tank**") to the public water system, which, the Parties agree, shall be built upon land situated immediately north of the existing water tank within the 2.63-acre easement area described in *Exhibit 1* ("**Lot 12 Easement Area**").

a. TI, at its sole expense, shall be responsible for the design and construction of the Future Water Tank.

b. The size and capacity of the Future Water Tank shall be determined by TI, in its sole discretion, so as to be sufficient for TI's future development needs.

c. Inasmuch as the Future Water Tank is to be built within Lot #12 of the Meadowbrook Subdivision, which lot is the site of the Alpine Academy Campus II, TI agrees to bury and landscape the Future Water Tank with pasture grass in connection with its construction in a manner mutually acceptable to the Parties.

d. The Parties acknowledge and agree that ownership of the Future Water Tank may be transferred from TI to the District.

3. Additional Well. TI shall have the right (but not the obligation) to drill a water well on Lot #12 ("**Additional Well**"), for the purpose of expanding the public water system, subject to the following:

a. TI, at its sole expense, shall be responsible for the design and construction of the Additional Well.

b. The Additional Well shall be drilled in the Lot 12 Easement Area, or at one of the approved points of diversion identified in Change Application No. a42922, or within 150 feet of said points of diversion on Lot #12, as agreed in writing by the Parties. UYV will grant to TI and/or the District a perpetual easement for the purpose of drilling, equipping, owning, operating, maintaining, repairing, and replacing the Additional Well at the agreed upon point of diversion.

c. UYV shall grant to TI and/or the District a perpetual easement for the location, construction, installation, ownership, operation, and maintenance of underground water transmission pipelines and related facilities associated with the Additional Well ("**Additional Well Facilities**"), and for access to and from the Additional Well. It is acknowledged and agreed that the easement for the Additional Well Facilities shall be granted commencing at Meadowbrook Drive and extending through the Lot 12 Easement Area and continuing over land situated along the south side of Lot #12 next to the south fence; or, in the alternative, the Parties may agree to place the Additional Well Facilities within the public utility easement extending along and through Alpine Ranch Road which extends through the Alpine Academy II property.

d. Inasmuch as the drilling of the Additional Well, at one of the determined points of diversion referenced herein, may be in close proximity to the homes and other facilities in connection with the Alpine Academy Campus II, the Parties agree to minimize the disruption to the Alpine Academy Campus by insuring that: (i) the Additional Well shall be drilled at a reasonable distance from a home, (ii) landscaping disturbed in connection with drilling the wells shall be reasonably restored to a condition satisfactory to the Parties, and (iii) temporary fencing shall be installed around any construction activity on Lot #12.

e. The Parties acknowledge and agree that ownership of the Additional Well and the Additional Well Facilities may be transferred from TI to the District.

4. Default. The failure by any Party to observe and perform any of the terms and provision of this Agreement, where the failure to perform shall continue for a period of ten (10) days after written notice from a non-defaulting Party, shall constitute a material default and breach of this Agreement by the defaulting Party; however, in the event the default is such that it cannot be cured within said ten day period, there shall be no event of default if the defaulting Party shall commence to cure the default within the ten day period and proceeds thereafter to cure the default with all possible diligence, and the default is cured within a reasonable period. In the event the default is not cured as provided herein, a non-defaulting Party shall have, in its sole and absolute discretion, the right to seek damages and other legal and/or equitable remedies recoverable at law which are caused by or result from the default of the defaulting Party, subject to the provisions of Section 5 herein.

5. Mediation of Disputes. In an effort to resolve any conflicts that may arise, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the Parties mutually agree otherwise in writing. Notwithstanding the foregoing, a Party shall have the right to seek equitable or extraordinary relief where a delay in doing so resulting from the requirement to mediate would prejudice, damage, or injure that Party. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the dispute; (iii) exchange written position papers stating their positions on the dispute and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the fact underlying the dispute; and (iv) engage and cooperate in such further discovery as the Parties agree be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. The venue of the mediation shall be in either Tooele County or, if agreed by the Parties, Salt Lake County, Utah. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms including, but not limited to, an action to compel mediation. Subject to the foregoing, any Party may take whatever legal action, if any, is available to it to enforce this Agreement. If litigation is initiated, including an action to enforce in whole or in part the foregoing mediation clause, the prevailing Party shall be entitled to an award of its reasonable attorney's fees and costs incurred in said action, regardless of whether such costs, fees, and/or expenses are incurred in connection with any bankruptcy proceeding. The Parties may, but need not, mutually agree to submit any dispute not resolved through mediation to binding arbitration in accordance with the Alternative Dispute Resolution Act found in Title 78B, Chapter 6, Part 2 of the Utah Code.

6. Miscellaneous.

a. Incorporation of Recitals and Exhibits. The Recitals and all exhibits attached to this Agreement shall be and hereby are incorporated in and made an integral part of this Agreement by this reference.

b. Entire Agreement. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with respect thereto.

c. Amendment. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all Parties.

d. Effect of Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the Party making the waiver.

e. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Specifically, this Agreement shall be binding upon all successor owners of Lot 12 of the Meadowbrook Subdivision.

f. Severability. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

g. Assignment; Assignment to Affiliates. Except as provided in Section 6(e), this Agreement may not be assigned by either Party hereto, by operation of law or otherwise, without the written consent of the other Party hereto. Notwithstanding the foregoing, a Party may assign this Agreement or any of its rights or obligations under this Agreement to any Affiliate without the consent of any other Party. For purposes of this paragraph, the term "Affiliate" shall mean any person, partnership, corporation, or other entity which controls, is controlled by or is under common control with the Party.

h. Diligence. The Parties hereto agree to use reasonable diligence in fulfilling their respective obligations under this Agreement.

i. Governing Law; Jurisdiction; Venue. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah. The Parties agree and hereby consent and agree that any legal action with respect to this Agreement may be commenced and maintained in either the local judicial district court in Tooele County or in the United States District Court for the district in which the property is located, and each Party hereby consents to the personal and subject matter jurisdictions of those courts. Each Party also agrees that venue is proper in either of those courts and waives any objection to venue.

j. Counterpart Signatures; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one agreement. A signature received via facsimile or electronically via e-mail shall be as legally binding for all purposes as an original signature.

k. Attorney's Fees and Costs. In any litigation or other proceeding relating to the breach of any representation, warranty, or covenant of a Party, as the case may be, in this Agreement, the prevailing Party shall be entitled to recover its out-of-pocket costs and reasonable attorney's

fees, including those incurred at trial or on appeal.

l. Force Majeure. If any Party to this Agreement shall be delayed or prevented from the performance of any act required hereunder by reason of a strike, labor trouble, acts of terror, or acts of nature and the elements or any other cause beyond the reasonable control of such Party ("force majeure"), and such Party is otherwise without fault, then performance of such act shall be excused for the period of the delay. For purposes of this Agreement, "force majeure" shall mean any delay caused by acts of nature or the elements, acts of terrorism; weather; avalanche; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; malicious mischief; vandalism; larceny; inability to procure or general shortage of labor, equipment, facilities, materials, or supplies in the open market; failure of transportation; strikes; lockouts; order of government or civil defense authorities; or any other cause (financial inability excepted), including without limitation governmental or regulatory action or inaction, beyond the control of the Party delayed.

m. No Third-party Beneficiaries. Nothing in this Agreement is or shall be intended to provide or convey any actionable right or benefit to or upon any person or persons other than the Parties.

n. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE, OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

o. Further Documentation and Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties hereto.

p. Section Headings. The section headings appearing at the commencement of the paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such section heading and the section at the head of which it appears, the section language and not the section heading shall control and govern in the construction of this Agreement.

q. Gender; Number. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender; all singular words shall include the plural; and all plural words shall include the singular, as the context may require.

r. Construction. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise.

Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

s. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

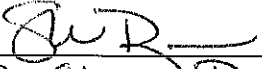
t. Business Relationship. This Agreement neither acknowledges the existence of nor is it intended, nor shall it be construed to establish, create, or organize any principle-agent relationship, partnership, joint venture, or any other legal entity or form of business relationship among the Parties, and is limited solely to the purposes and interests expressed herein.

u. Warranty of Authority. The individuals executing this Agreement on behalf of their respective Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of their respective Parties and that their respective Parties have agreed to be and are bound hereby.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

UTAH YOUTH VILLAGE, INC.,
a Utah corporation


By: Shanna Draper
Its: President

TOOELE INVESTORS, LLC,
a Utah limited liability company

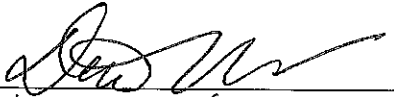
By:
Its:

MEADOWBROOK WATER USERS ASSOCIATION,
a Utah non-profit mutual water company


By: CHRIS MEACHAM
Its: MWUA PRESIDENT

OQUIRRH POINT IMPROVEMENT DISTRICT hereby acknowledges and agrees to the terms of this Agreement.

OQUIRRH POINT IMPROVEMENT DISTRICT,
a Utah special district


By: Dell Nichols
Its: Chairman

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

UTAH YOUTH VILLAGE, INC.

By: _____
Shanna Draper, President

TOOELE INVESTORS, LLC

By: Vectra Management Group-NY Inc.
Its: Manager

By:  _____
W. James Tozer, Jr., President

MEADOWBROOK WATER USERS ASSOCIATION

By: _____
Chris Meacham, President

OQUIRRH POINT IMPROVEMENT DISTRICT hereby acknowledges and agrees to the terms of this Agreement.

OQUIRRH POINT IMPROVEMENT DISTRICT

By: _____
Dell Nichols, Chairman

EXHIBIT 1

MeadowBrook Ranch Estates Lot 12 Property

LEGAL DESCRIPTION OF PERPETUAL EASEMENT

A STRIP OF LAND LOCATED IN THE SOUTH HALF OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GRANTOR'S PROPERTY. SAID POINT BEING NORTH 89°43'24" EAST 2702.56 FEET ALONG THE EAST-WEST QUARTER SECTION LINE AND SOUTH 0°16'36" EAST 622.66 FEET FROM THE MONUMENT AT THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MEADOWBROOK DRIVE ALSO BEING THE NORTHEAST CORNER OF GRANTOR'S PROPERTY. AND RUNNING THENCE SOUTH 0°21'18" EAST 699.73 FEET TO A POINT ON GRANTOR'S SOUTH PROPERTY LINE; THENCE SOUTH 89°43'13" WEST 164.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE; THENCE NORTH 00°21'18" WEST 699.74 FEET TO A POINT ON GRANTOR'S NORTH PROPERTY LINE BEING ALSO THE SOUTH RIGHT OF WAY LINE OF MEADOWBROOK DRIVE; THENCE NORTH 89°43'24" EAST 164.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 114,757 SQUARE FEET, OR 2.63 ACRE.

