

DAGGETT COUNTY COMMISSION AND RDA MEETING AGENDA
Tuesday, December 2, 2025 AT 9:00 A.M.
Daggett County Courthouse (95 North 1st West; Manila, UT 84046)
Public Access Is Available Through Electronic Means At
meet.google.com/ewi-tjqt-axg

9:00 A.M. STANDING BUSINESS FOR DAGGETT COUNTY COMMISSION & RDA

- A. Welcome And Introduction Of Those Attending Electronically By Name
- B. Invocation And Pledge of Allegiance
- C. Motion To Go In And Out of Redevelopment Agency Meeting
- D. Review of Minutes
- E. Issues Updates – Discussion Only
 - a. Redevelopment Agency (RDA)
 - b. Municipal Building Authority
 - c. Affordable/Workforce Housing
 - d. EMS/EMT Sheriff's Office Updates
 - e. Airports
 - f. Clinic Updates
 - g. Roads
 - h. Code Enforcement Issues
 - i. Legislation
 - j. Tourism
 - k. Citizen Comments - 5 minutes
- F. Cash Summary Report & Accounts Receivable Report
- G. Open Invoice Register & Reimbursement Register
- H. Disbursement Listing
- I. Purchase Requests
- J. Correspondence
- K. Commission Calendar Review

DAGGETT COUNTY COMMISSION POLICY AND LEGISLATION

- 1. 9:15 AM Recess For MBA Meeting
 - 2. Discussion And Consideration Of DWR PILT Payment
 - 3. Discussion And Consideration Of Purchase Order & Contract Between KSL.Com A Division Of Deseret Digital Media & Daggett County
 - 4. Discussion And Consideration Of Custom Marketing Proposal Between Daggett County & Herrman Global Tourism Insights & Marketing
 - 5. Discussion And Consideration Of Legal Action To Quiet Title To The Daggett County Health Clinic
 - 6. Discussion And Consideration Of For Potential Water Rights Agreement
 - 7. Discussion And Consideration Of A Jeremiah Johnson Tribute Plaque
- Closed Session For Discussion Of Items Permitted By §52-4-205 Of State Code**

REDEVELOPMENT AGENCY (RDA) POLICY & LEGISLATION

- a) Discussion And Consideration Of Consolidated Purchase & Land Sale Agreement- JRL Holdings #2 LLC, Red Storage 2 LLC, & DJ57 LLC.
- b) Closed Session For Discussion Of Items Permitted By § 52-4-205 of State Code**

COMMITTEE/MAINTENANCE REPORTS

- 1) Mechelle Miller – Dept. Of Public Safety – Emergency Management
- 2) Justice Court Updates.
- 3) Board And Committee Updates
- 4) U.S. Forest Service Updates

Notes: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Larinda Isaacson at 95 North 1st West, Manila, Utah 84046, Telephone: 435-784-3154.

**Pursuant To § 52-4-205 of State Code Closed Session Is For The Purpose Of Discussing The Character, Professional Competence, Or Physical Or Mental Health Of An Individual; Collective Bargaining; Litigation, Purchase, Exchange, Or Lease Of Real Property.

Draft Minutes of the Meeting of the Daggett County Commission and the Daggett County Redevelopment Agency held on **Tuesday, November 25, 2025** in the Commission Chambers in the Daggett County Courthouse at 95 North 1st West in Manila, Utah and through electronic means. Commissioners Matt Tippetts, Randy Asay and Jack Lytle attended in person. Auditor Keri Pallesen attended virtually. Attorney Kent Snider and Clerk Larinda Isaacson attended in person. The meeting was called to order at 9:02 am by Commissioner Tippetts. The invocation was given by Commissioner Lytle. Commissioner Matt Tippetts then led those in attendance in the Pledge of Allegiance.

Present In Person: Peggy White, Jordynn Hewitt, Bryan Gibson, Cordell McCracken, Jesse Platt

Present Online or by Phone: Lynn Sitterud, Aaron Averett

Motion to Go In and Out of Redevelopment Agency (RDA): Commissioner Asay motioned to go in and out of the Redevelopment Agency (RDA) Meeting Agenda. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioners Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Approve Minutes: Minutes from the November 18, 2025 Commission and RDA Meeting were provided by the Clerk's Office for review by the Commissioners. Commissioner Asay motioned to accept the minutes from November 18, 2025 Commission and RDA Meeting. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Issue Updates

RDA and MBA: Commissioner Lytle stated that he had reviewed the RDA with UAC. They have a pilot program that they are interested in doing in Daggett County. This may be a good opportunity for our county. There was some discussion.

Because of the ski resort and the positive efforts there, the RDA project area will be a key component.

Affordable Workforce Housing: Progress is being made on the 3 homes.

EMS/EMT Sheriff's Office Updates: There were no new updates at this time.

Airports: It was asked if Bret Reynolds got his plans into aeronautics. It was believed he did.

Clinic: Construction is moving along. It has been good to see all the progress being made.

Roads: There was nothing new to discuss.

Code Enforcement: One non-compliant individual is reportedly planning to move. A decision on whether to pursue court action will be contingent upon whether or not he relocates.

Tourism: Nothing aside from what is on the agenda. Jordynnn Hewitt wanted to add that we sold all our Christmas trees in the park. Bridger Valley Electric is helping to put up the Christmas lights. The burbot bash open registration is opening today as well.

Citizen Comment: There were no citizen comments.

Legislation: Commissioner Lytle reported on his meetings he has attended. He spoke with Speaker Shultz. He is still very interested in helping us with the jail. There is still a concern with housing should we reinstate the Jail.

Recess for the MBA Meeting at 9:29 AM. Back From recess at 9:53 AM.

Cash Summary and Accounts Receivable Reports: The Cash Summary and Accounts Receivable Reports were provided by the Treasurer's Office and reviewed by the Commissioners. Commissioner Lytle motioned to accept the Cash Summary and Accounts Receivable Report for the County and RDA dated November 21, 2025. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Open Invoice Register: The Open Invoice Register was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Lytle motioned to approve the Open Invoice Register dated November 19, 2025 in the amount of \$48,593.10 for the County. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Disbursement Listing: The Disbursement Listing was provided by the Auditor's Office and reviewed by the Commissioners. Commissioner Asay motioned to accept the Disbursement Listing as being reviewed from November 13, 2025 to November 19, 2025 for Daggett County Zion's Checking in the amount of \$151,053.57 with a void amount of \$3,199.08. Commissioner Lytle seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Reimbursement Register: There was not a Reimbursement Register.

Purchase Request: There were none at this time.

Calendar /Correspondence: There was an email correspondence in the packet regarding an opportunity to purchase a sculpture for the county. There was some discussion. There was not an interest in this purchase at this time.

Budget Meetings will be today from 1:00 pm to 3:00 pm.

Commissioner Jack Lytle will not be available for the next commission meeting. He might join virtually.

The courthouse will be closed on Thanksgiving and the Friday after.

Open enrollment for the insurance will begin on December 1, 2025 and close on Friday of that week. Caleb Brown will present the insurance on Monday December 1 at 9:30 am.

Burbot Bash Meeting Will be at the Forest Service on the 9th of December.

POLICY AND LEGISLATION

Short Recess at 10:36 AM. Back from Recess at 10:42 AM.

Discussion and Consideration Of Letter Of Recommendation From P&Z For Plat Amendment Change Of Right Of Way In Eagles Landing Subdivision: Commissioner Matt Tippetts recused himself from this as it is his property. Commissioner Tippetts is working with UDOT to get their approval. He is seeking conditional approval from the Commission upon UDOT's approval. There was some discussion. Commissioner Lytle stated that the Commission concurs with the Letter Of Recommendation From P&Z and approves the Plat Amendment Change Of Right Of Way In Eagles Landing Subdivision contingent on UDOT's approval. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion

	Yes	No	Abstained	Absent
Commissioner Tippetts:			X	
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion and Consideration Of Letter Of Recommendation From P&Z For Plat Amendment To Combine 2 Lots In Osprey Landing Subdivision: Time was given to Bob Ford. There was some discussion. Commissioner Lytle motioned to concur with the Letter Of Recommendation From P&Z and approve the Plat Amendment To Combine 2 Lots In Osprey Landing Subdivision. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Discussion and Consideration Of 2026 Tourism Event Calendar: Time was given to Jordynnn Hewitt. She referred to the calendar of events provided. Commissioner Jack Lytle asked if Tourism would be able to attend County Day on the Hill on the 21st of January. This is right before the Burbot Bash. It may cause a conflict. Tourism is trying to boost winter attendance. There was

some discussion as they went over the calendar. The Commission gave their approval of the calendar and requested more information in regards to the DL Invitational (Rough Stock Rodeo). This will be brought before the commission when they have all the information gathered.

Recessed at 11:04 AM. Returned from recess at 11:12 AM.

There was a need to go into a closed session.

Commissioner Lytle motioned to go into closed session for the purpose of litigation. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Closed session at 11:45 AM.

Commissioner Lytle motioned to go into open session. Commissioner Asay seconded the motion. The Commissioners voted as follows on the motion:

	Yes	No	Abstained	Absent
Commissioner Tippetts:	X			
Commissioner Lytle:	X			
Commissioner Asay:	X			

The motion carried.

Open Session at 12:50 PM

With nothing further to discuss, Commissioner Tippetts adjourned the meeting by acclamation at 12:50 pm.

County of Daggett
Cash Summary
All Bank Accounts as of 12/01/2025

Bank Account	Account No.	Account Name	Amount
Zions Checking	10.1122	Zions Checking - General	\$466,081.06
Zions Checking	11.1122	Cash - checking - Zions Fd 11	\$1,419,791.08
Zions Checking	12.1122	Cash - checking - Zions Fd 12	\$145,782.48
Zions Checking	13.1122	Cash - checking - Zions Fd 13	\$351,174.72
Zions Checking	15.1122	Zions Checking - General	\$6,302.46
Zions Checking	17.1122	Cash - Checking - Zions Fd 17	\$11,868.56
Zions Checking	18.1122	Cash - Checking - Zions Fd 18	\$30,849.22
Zions Checking	19.1122	Zions Checking - General	\$267,332.10
Zions Checking	20.1122	Cash-Checks-Zions fd 20	\$3,667.26
Zions Checking	22.1122	Cash - checking Zions Fd 22	\$554,681.71
Zions Checking	23.1122	Cash - checking - Zions Fd 23	\$671,460.47
Zions Checking	24.1122	Cash - checking - Zions Fd 24	\$4,549.50
Zions Checking	25.1122	Cash - checking - Zions Fd 25	\$702,794.39
Zions Checking	27.1122	Cash - checking - Zions Fd 27	\$3,745.51
Zions Checking	28.1122	Cash - checking - Zions Fd 28	\$579,310.29
Zions Checking	30.1122	Cash - Checking - Zions Fd 30	\$18,647.95
Zions Checking	32.1122	Cash - checking Zions FD 32	\$13,733.17
Zions Checking	33.1122	Cash - checking - Zions Fd	(\$163,208.00)
Zions Checking	34.1122	Cash-Checking-Zions Fd 34	\$936,066.40
Zions Checking	35.1122	Zions Checking	(\$130,126.62)
Zions Checking	37.1122	Zions Checking - Combined	\$24,787.35
Zions Checking	40.1122	Cash - checking - Zions Fd 40	\$191,966.48
Zions Checking	45.1122	Cash - Checking - Zions Fd 45	(\$103,419.65)
Zions Checking	47.1122	Zions Checking - General	\$19,805.73
Zions Checking	49.1122	Checking - Zions Fd 49	\$58,472.72
Zions Checking	50.1122	Cash-Checking-Zions Fd 50	\$70,068.67
Zions Checking	72.1122	Cash - checking - Zions Fd 72	\$15,040.20
Zions Checking	74.1122	Cash - checking - Zions Fd 74	\$33,783.93
Zions Checking	75.1122	Cash - checking - Zions Fd 75	\$54,341.33
Zions Checking	76.1122	Cash - checking - Zions Fd 76	\$32,542.18
Zions Checking	77.1122	Cash - checking - Zions Fd 77	\$4,312.97
Zions Checking	78.1122	Cash - checking - Zions Fd 78	\$10,643.39
Zions Checking	80.1122	Cash - checking - Zions Fd 80	\$37,642.66
Zions Checking	81.1122	Zions Checking - General	(\$43.73)
			\$6,344,447.94
PTIF 2259 General Accounts	10.1151	PTIF 2259 General	\$26,334.43
PTIF 2259 General Accounts	11.1151	PTIF 2259 General	\$255,562.97
PTIF 2259 General Accounts	12.1151	PTIF 2259 General	\$47,991.00
PTIF 2259 General Accounts	13.1151	PTIF 2259	\$103,949.81
PTIF 2259 General Accounts	33.1123	PTIF 2259 General	\$154,955.34
PTIF 2259 General Accounts	50.1151	PTIF 2259 General	\$170.00
			\$588,963.55
PTIF 2552 General Fund	10.1161	PTIF 2552 General Fund	\$5,657.91
PTIF 2552 General Fund	28.1161	PTIF 2552 Home Sales	\$21,066.06
			\$26,723.97
PTIF 2772 Farm & Ranch Protection	10.1162	PTIF 2772 General Fund	\$20,519.48
PTIF 2772 Farm & Ranch Protection	47.1162	PTIF 2772 General Fund	\$3.64
			\$20,523.12
PTIF 2834 General Fund	10.1153	PTIF 2834 General Fund	\$191.75
PTIF 3465 General Fund	10.1163	PTIF 3465 General Fund	\$23,471.49
PTIF 3932 General Fund	10.1154	PTIF 3932 General Fund	\$12,338.32
PTIF 5583 Daggett County RDA Fund	25.1151	PTIF 5583 Daggett County RDA	\$1,387,869.43
PTIF 5610 Daggett County Redevelopment #1	25.1158	PTIF 5610 Daggett County RDA	\$858,284.60
PTIF 8676 Water Revenue Bond	28.1168	PTIF 8676 Water Revenue Bond	\$59,370.95
PTIF 8699 WT Bond Reserve Account	28.1169	PTIF 8699 WT Bond Reserve Account	\$18,717.74
PTIF 8700 WT 2015 Replacement Account	28.1170	PTIF 8700 WT 2015 Replacement Account	\$86,179.56
Zions Tax Collection 026134668	81.1130	Zions Checking - Tax Collection	\$901,570.67
PTIF 3200 Motor Vehicle	81.1131	PTIF 3200 Motor Vehicle	\$103,430.94
UNDEPOSITED PAYMENTS	10.1175	Cash clearing	\$36.48
UNDEPOSITED PAYMENTS	12.1175	Cash clearing	\$0.02
UNDEPOSITED PAYMENTS	25.1175	Cash Clearing	\$856.33

**County of Daggett
Cash Summary
All Bank Accounts as of 12/01/2025**

<u>Bank Account</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
UNDEPOSITED PAYMENTS	28.1175	Cash clearing	(\$892.83)
UNDEPOSITED PAYMENTS	33.1175	Cash clearing	(\$1,913.61)
UNDEPOSITED PAYMENTS	40.1175	Cash Clearing	\$0.01
UNDEPOSITED PAYMENTS	72.1175	Cash clearing	(\$0.02)
UNDEPOSITED PAYMENTS	74.1175	Cash clearing	\$0.03
			<u>(\$1,913.59)</u>
General Ledger Cash Total:			<u><u>\$10,430,170.44</u></u>

**County of Daggett
Cash Summary
All Bank Accounts as of 12/01/2025**

Description	Amount
Zions Checking	\$6,288,487.08
PTIF 2259 General Accounts	\$588,963.55
PTIF 2552 General Fund	\$26,723.97
PTIF 2772 Farm & Ranch Protection	\$20,523.12
PTIF 2834 General Fund	\$191.75
PTIF 3465 General Fund	\$23,471.49
PTIF 3932 General Fund	\$12,338.32
PTIF 5583 Daggett County RDA Fund	\$1,387,869.43
PTIF 5610 Daggett County Redevelopment #1	\$858,284.60
PTIF 8676 Water Revenue Bond	\$59,370.95
PTIF 8699 WT Bond Reserve Account	\$18,717.74
PTIF 8700 WT 2015 Replacement Account	\$86,179.56
Zions Tax Collection 026134668	\$850,405.58
PTIF 3200 Motor Vehicle	\$103,430.94
UNDEPOSITED PAYMENTS	\$105,212.36
General Ledger Cash Total:	\$10,430,170.44

Accounts Receivable Report for Commission

Who:	Fund:	What:	How Much:	Received:	Notes:
State of Utah	33	Multi-County Assessing & Collecting	\$153,255.17	11/01/2025	
UDOT	50	Advertising Invoice for SR-43 Trail	\$1,320.00		Submitted 08/06/2025
State of Utah	35	Shooting Range Grant Reimbursement	\$116,064.76		Submitted 11/07/2025

County of Daggett
Reimbursement Register
Payroll Period: 11/09/2025 to 11/22/2025

Employee No.	Employee	Payroll Date	Amount	Reimbursement	Ledger Account/Project	Activity
T32	Tate, Matthew R.	11/22/2025	83.30	Inspection Mileage	104180.232 - P&Z building inspector mileage	
			\$83.30			

Daggett County
Open Invoice Register - 12/1/2025

Invoice No.	Vendor	General Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
143P-FT4T-XYDF	Amazon Capital Services	10/18/25	10/18/25	\$ 267.65			
				\$ 267.65	764260.610	S&R Miscellaneous supplies	electrical Boxes,20 Amp Receptacle, conduit, Tri-wire,Nipple, Cables,
1G3Y-7Y93-CMD7	Amazon Capital Services	10/20/25	10/20/25	\$ 108.93			
				\$ 108.93	104210.240	Sheriff office supplies	Markers, folders,Batteries, Desk Calendars, Gift Bags, Glass Bottles w/Drpprs
1L91-PMTX-T4H1	Amazon Capital Services	11/19/25	11/19/25	\$ 161.71			
				\$ 12.49	104210.240	Sheriff office supplies	Tiolet Paper
				\$ 23.24	104210.250	Sheriff equip supplies & maint	Nitrile Gloves
				\$ 125.98	104210.630	Sheriff misc equipment	Humidifiers
	Vendor Total:			\$ 538.29			
24373	BrightPoint Creative LLC	11/25/25	11/25/25	\$ 93.41			
				\$ 93.41	324550.917.00	Special Event Expenditures	Pin, Pennant, Caps, Freight
AG73M7X	CDW Government, Inc.	11/6/25	11/6/25	\$ 5,830.07			
				\$ 5,830.07	404148.613.46	Computer sm equip \$1000-\$4999	Promethean ActivePanel 10 75
20251120-01	FE LLC	11/26/25	11/26/25	\$ 8,682.50			
				\$ 8,682.50	754510.740	Park - Rodeo arena equipment	500 Barrel Tank
130366083	Fleet Pride	11/18/25	11/18/25	\$ 8.12			
				\$ 8.12	114415.250	Equip supplies & expense	Cabin Air Element
LL1980	Legacy Logos LLC	11/19/25	11/19/25	\$ 2,247.50			
				\$ 2,247.50	324550.917.02	Special Event 2 Expenditures	Burbot Bash Hats
11.20.2025	Moon Lake Electric Association, Inc.	11/20/25	11/20/25	\$ 58.91			
				\$ 29.45	284420.270	DJ Water Utilities	Electric - DJ Airport
				\$ 29.46	284430.270	DJ Sewer Utilities	Electric - DJ Airport
214695	Mountain West Propane Inc.	10/31/25	10/31/25	\$ 5.00			
				\$ 5.00	104210.270	Sheriff Utilities	Yearly Tank Rent 388002 Jail

Daggett County
Open Invoice Register - 12/1/2025

Invoice No.	Vendor	General Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
11	Seven County Infrastructure Coalition	10/31/25	10/31/25	\$ 1,475.00			
				\$ 1,475.00	224600.603	Rural County Grant Program Expenditures Part B	Greendale Resort Planning October 2025
1#1015485	Slaugh's Sinclair	10/5/25	10/5/25	\$ 52.30			
				\$ 52.30	104210.231	Sheriff fuel	Fuel/Car washes
1015312	Slaugh's Sinclair	10/4/25	10/4/25	\$ 33.08			
				\$ 33.08	104210.231	Sheriff fuel	fuel
1016046	Slaugh's Sinclair	10/9/25	10/9/25	\$ 11.22			
				\$ 11.22	104150.623	NonDep public relations	Ice
1017482	Slaugh's Sinclair	10/17/25	10/17/25	\$ 76.30			
				\$ 76.30	104210.231	Sheriff fuel	fuel
1017678	Slaugh's Sinclair	10/18/25	10/18/25	\$ 66.31			
				\$ 66.31	104210.231	Sheriff fuel	Fuel Patrol, Car Washes
1017933	Slaugh's Sinclair	10/19/25	10/19/25	\$ 52.00			
				\$ 52.00	104210.231	Sheriff fuel	fuel
1027285	Slaugh's Sinclair	10/4/25	10/4/25	\$ 27.70			
				\$ 27.70	104210.231	Sheriff fuel	fuel
	Vendor Total:			\$ 318.91			
11.19.2025	Uintah Basin Medical Center	11/19/25	11/19/25	\$ 86,288.45			
				\$ 32,688.30	344316.320	Health Clinic Assistance	Manila Loss Sept 2025
				\$ 29,221.57	344316.320	Health Clinic Assistance	Manila Loss April 2025
				\$ 24,378.58	344316.320	Health Clinic Assistance	Manila Loss October 2025
BF040101AG002	USDA Forest Service - Portland	11/21/25	11/21/25	\$ 101.24			
				\$ 101.24	324550.917.02	Special Event 2 Expenditures	Recreation Event - Burbot Bash
11.25.2025	Utah Indigent Defense Commission	11/25/25	11/25/25	\$ 1,200.59			

Daggett County

Open Invoice Register - 12/1/2025

Invoice No.	Vendor	General		Amount	Account No.	Account Name.	Description
		Ledger Date	Due Date				
				\$ 1,200.59	104147.312	Indigent defense trust	Indigent Aggravated Murder Defense Fund
560765 01	Vernal Winnelson Co	11/12/25	11/12/25	\$ 359.10			
				\$ 359.10	114415.250	Equip supplies & expense	Wrench w/Friction
PS001995413	Wheeler Machinery Co.	11/13/25	11/13/25	\$ 238.41			
				\$ 238.41	114415.255	B Road Fleet Vehicle Maintenance	Filter, Fuel Element, Sep, Filter Lube, Element AS-S, AS-A
Total				\$ 107,445.50			

GL Account Summary

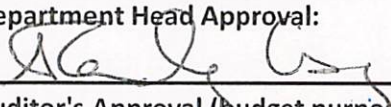
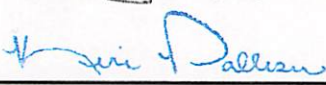
\$ 1,200.59	104147.312	Indigent defense trust
\$ 11.22	104150.623	NonDep public relations
\$ 307.69	104210.231	Sheriff fuel
\$ 121.42	104210.240	Sheriff office supplies
\$ 23.24	104210.250	Sheriff equip supplies & maint
\$ 5.00	104210.270	Sheriff Utilities
\$ 125.98	104210.630	Sheriff misc equipment
\$ 367.22	114415.250	Equip supplies & expense
\$ 238.41	114415.255	B Road Fleet Vehicle Maintenance
		Rural County Grant Program
\$ 1,475.00	224600.603	Expenditures Part B
\$ 29.45	284420.270	DJ Water Utilities
\$ 29.46	284430.270	DJ Sewer Utilities
\$ 93.41	324550.917.00	Special Event Expenditures
\$ 2,348.74	324550.917.02	Special Event 2 Expenditures
\$ 86,288.45	344316.320	Health Clinic Assistance
\$ 5,830.07	404148.613.46	Computer sm equip \$1000-\$4999
\$ 8,682.50	754510.740	Park - Rodeo arena equipment
\$ 267.65	764260.610	S&R Miscellaneous supplies
\$ 107,445.50		Total

Daggett County
Disbursement Summary
Zions Checking - 11/19/2025 to 12/01/2025

Payee Name	Reference No.	Payment Date	Payment Amount	Void Date	Void Amount	Source
Boyd, Gary A.	100726.00	11/25/2025	\$ 271.23			Purchasing
Brown, J R	100727	11/25/2025	\$ 745.00			Purchasing
Farnsworth, Gary	100728	11/25/2025	\$ 139.88			Purchasing
GCS Billings	100729	11/25/2025	\$ 4.88			Purchasing
IBS, Inc.	100730	11/25/2025	\$ 549.87			Purchasing
Intergrated Power Solutions LLC dba Simpli	100731	11/25/2025	\$ 199.97			Purchasing
Jenkins' Tires & Wheels, Inc.	100732	11/25/2025	\$ 4,838.36			Purchasing
Main Street Auto Parts	100733	11/25/2025	\$ 53.90			Purchasing
Milt's Ace Hardware	100734	11/25/2025	\$ 16.74			Purchasing
Mountain West Propane Inc.	100735	11/25/2025	\$ 2,040.52			Purchasing
Pelorus Methods	100736	11/25/2025	\$ 2,750.00			Purchasing
Tire Den	100737	11/25/2025	\$ 30.00			Purchasing
Town of Dutch John	100738	11/25/2025	\$ 60.00			Purchasing
Uintah County	100739	11/25/2025	\$ 2,659.82			Purchasing
Vernal Winnelson Co	100740	11/25/2025	\$ 95.35			Purchasing
Olympus Law Group, PLLC	100741	11/26/2025	\$ 150.00			Payroll
	1126251200	11/26/2025	\$ 52,762.76			Paycheck
EFTPS	ACH	11/26/2025	\$ 15,046.08			Payroll
Utah Retirement Systems	ACH	11/26/2025	\$ 11,320.53			Payroll
Utah State Tax Commission	ACH	11/26/2025	\$ 2,522.61			Payroll
HealthEquity	ACH 11/26/25	11/26/2025	\$ 1,544.54			Payroll
Total			\$ 97,802.04		\$ -	

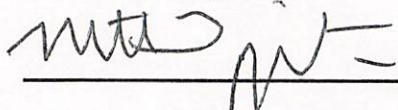


Purchase Request Form

Date of Request: 11/24/2025	Date Required: 12/02/2025	Vendor Name: Resultant		
Requested By: Cordell McCracken IT Director		Vendor Contact: Lily Doubek-ldoubek@resultant.com		
Department Head Approval: 		Ship to Address: 95 N 1st West Manila Utah 84046		
Auditor's Approval (budget purposes only): 				
Special Instructions, Quotes, Etc.:				
Qty	Item # or Account code	Description	Price Each	Total Price
53	GAPPS-BUS-PLUS-1USER-1MO	Google Workspace Business Plus Renewal	\$140.40	\$7,441.20
35	GAPPS-AU-BUS-PLUS-1USER-1MO	Google Workspace Business Plus Archive Renewal	\$20.00	\$700.00
TOTAL				\$8,141.20

Account Code	Dollar Amount
10.4148.611 RA	\$8141.20

Commission Approval:



Date:

12-2-25

Resultant

Renewal | Workspace 25/26

Quote #007255 v1



Ship To:
Daggett County, UT
Cordell McCracken
95 North 1st
West Manila, UT 84046

P: 435-784-3218 Ext. 170
E: cmccracken@daggettcountry.org

Bill To:
Daggett County, UT
Cordell McCracken
95 North 1st
West Manila, UT 84046

P: 435-784-3218 Ext. 170
E: cmccracken@daggettcountry.org

Prepared by:
PS_Product
Liliana Doubek
111 Monument Circle
Suite 202
Indianapolis, IN 46204

E: ldoubek@resultant.com

Date Issued:
11.20.2025

Expires:
12.31.2025

Renewals

Product Details	Domain Name	Start Date	End Date	Qty	Price	Ext. Price
GAP Workspace Business Plus PS- BUS - PLU S- 1US ER- 1M O Workspace Business Plus Renewal	daggettcountry.org	12/14/2025	12/13/2026	53	\$140.40	\$7,441.20
GAP Google Workspace Business Plus PS- AU- BUS - PLU S- 1US ER- 1M O Google Workspace Business Plus Archived User Renewal	daggettcountry.org	12/14/2025	12/13/2026	35	\$20.00	\$700.00
Subtotal:						\$8,141.20

Quote Summary	Amount
Renewals	\$8,141.20
Total:	\$8,141.20

Payment terms of net 30 days from receipt of invoice for all licenses and of net 30 days from invoice date for all other products and services. Services to begin no later than 90 days after acceptance. Customer shall pay Resultant interest on any overdue payments at a rate of one and a half percent (1.5%) for the first month, and for every month thereafter from the date such payment was due through the date such payment is received by Resultant. Services term of 12 months from provision date unless otherwise specified. All quoted amounts are subject to sales tax and/or freight when applicable. If you are tax exempt, please provide a copy of the tax exemption certificate with the signed quote

Resultant

Acceptance

PS_Product

Daggett County, UT

LD

Liliana Doubek

Signature / Name

11/20/2025

Date

Cordell McCracken

Signature / Name

Initials

Date

CLOUD SOLUTIONS 2016-2026

Lead by the State of Utah

Master Agreement #: AR2472

Contractor: **CARASOFT TECHNOLOGY CORPORATION**

Participating Entity: **STATE OF XXXXX**

The following products or services are included in this contract portfolio:

- Removable Example: All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

The following products or services are not included in this agreement:

- Removable Example: Product modifications.
- Removable Example: Installation services.

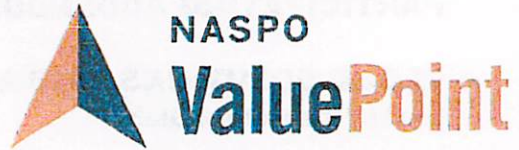
Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** lead by the State of Utah for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

[Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.]

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of [xxxxxxx]. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026
Lead by the State of Utah

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Participating Entity

Name:	
Address:	
Telephone:	
Fax:	
Email:	

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

[Removable Instruction: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph.]

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of [xxxxxx], as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

CLOUD SOLUTIONS 2016-2026
Lead by the State of Utah

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact
info@naspovaluepoint.org.

**Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.**



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

**Department of
Workforce Services**

CASEY R. CAMERON
Executive Director

REBECCA BANNER
Deputy Director

KEVIN BURT
Deputy Director

GREG PARAS
Deputy Director

November 26, 2025

Chad Reed
Chairman, Daggett County Municipal Building Authority
95 N. 1st West
Manila, UT 84046

RE: Permanent Community Impact Board (CIB) Contract Monitoring – 24-DWS-0513 - Community Health and Social Services Building – ANNUAL Determination

Dear Chairman Reed,

We have reviewed the status of the following project – 24-DWS-0513 - Community Health and Social Services Building. Annual monitoring is complete, and the results are deemed satisfactory. This is the final report for this fiscal year.

Next year we will send you a new Project Report for annual monitoring in FY2026. Once the project is complete, please let us know and we will send the Project Report for FINAL monitoring.

If you have any questions about CIB Monitoring, the point of contact is Michael Mowes, mmowes@utah.gov.

Please contact me if you have any other questions.

Regards,

C. Powers

Candace Powers
Program Manager, Permanent Community Impact Fund Board



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State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

**Department of
Workforce Services**

CASEY R. CAMERON
Executive Director

REBECCA BANNER
Deputy Director

KEVIN BURT
Deputy Director

GREG PARAS
Deputy Director

November 26, 2025

Chad Reed
Chairman, Daggett County Municipal Building Authority
95 N. 1st West
Manila, UT 84046

RE: Permanent Community Impact Board (CIB) Contract Monitoring – 22-DWS-0301 - Dutch John Water Improvements – ANNUAL Determination

Dear Chairman Reed,

We have reviewed the status of the following project – 22-DWS-0301 - Dutch John Water Improvements. Annual monitoring is complete, and the results are deemed satisfactory. This is the final report for this fiscal year.

Next year we will send you a new Project Report for annual monitoring in FY2026. Once the project is complete, please let us know and we will send the Project Report for FINAL monitoring.

If you have any questions about CIB Monitoring, the point of contact is Michael Mowes, mmowes@utah.gov.

Please contact me if you have any other questions.

Regards,

C. Powers

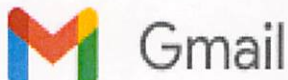
Candace Powers
Program Manager, Permanent Community Impact Fund Board



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SERVICES**
**HOUSING & COMMUNITY
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Larinda Isaacson <larindai@daggettcountry.org>

FY2025 CIB Monitoring – ANNUAL Determination Letter - Daggett County Municipal Building Authority

1 message

Michael Mowes <mmowes@utah.gov>

Fri, Nov 28, 2025 at 1:35 PM

To: jplatt@daggettcountry.org, jlytle@daggettcountry.org, rasay@daggettcountry.org, Brian Raymond <braymond@daggettcountry.org>, bcarter@daggettcountry.org, larindai@daggettcountry.org, Averett <aaverett@sunrise-eng.com>, Bryan Meier <bmeier@sunrise-eng.com>
Cc: Paul Moberly <moberpaul@utah.gov>

Dear Mr. Reed,

Attached is the ANNUAL Determination Letter for FY2025 CIB monitoring. The monitoring requirement is considered complete for this fiscal year. Next year we will send you a new request (FY2026). If you complete the project in the next year, please let the CIB Team know so that we can forego the annual monitoring and complete the FINAL monitoring.

The point of contact for CIB monitoring is Michael Mowes, email: mmowes@utah.gov.

Thank you for all your assistance in accounting for these funds.

Respectfully,

Michael

Michael Mowes


COMMUNITY DEVELOPMENT & REVITALIZATION SPECIALIST

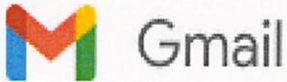
Phone: (803) 795-6123

Email: mmowes@utah.gov

Website: jobs.utah.gov



 **22-DWS-0301--CIB--Monitoring--FY2025 Annual Determination Letter.pdf**
275K



Larinda Isaacson <larindai@daggettcountry.org>

FY2025 CIB Monitoring – ANNUAL Determination Letter - Daggett County Municipal Building Authority

1 message

Michael Mowes <mmowes@utah.gov>

Fri, Nov 28, 2025 at 1:07 PM

To: creed@daggettcountry.org, jplatt@daggettcountry.org, jlytle@daggettcountry.org, rasay@daggettcountry.org, Brian Raymond <braymond@daggettcountry.org>, b.jensen@jonesanddemillie.com, bcarter@daggettcountry.org, larindai@daggettcountry.org, Averett <aaverett@sunrise-eng.com>, Bryan Meier <bmeier@sunrise-eng.com>

Cc: Paul Moberly <moberpaul@utah.gov>

Dear Mr. Reed,

Attached is the ANNUAL Determination Letter for FY2025 CIB monitoring. The monitoring requirement is considered complete for this fiscal year. Next year we will send you a new request (FY2026). If you complete the project in the next year, please let the CIB Team know so that we can forego the annual monitoring and complete the FINAL monitoring.

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Thank you for all your assistance in accounting for these funds.

Respectfully,

Michael

Michael Mowes

COMMUNITY DEVELOPMENT & REVITALIZATION SPECIALIST

Phone: (803) 795-6123

Email: mmowes@utah.gov

Website: jobs.utah.gov



24-DWS-0513--CIB--Monitoring--FY2025 Annual Determination Letter.pdf

274K



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources

JOEL FERRY
Executive Director

Division of Wildlife Resources

RILEY PECK
Division Director

November 5, 2025

Daggett County Commission
95 North 100 West
PO Box 218
Manila, UT 84046

RE: In-Lieu Tax Payment
Amount: \$5,483.00
Check No.: F15291762

Dear Commissioners:

Enclosed is a check for the year 2025 contractual in-lieu tax payment on land the Division of Wildlife Resources owns in Daggett County. The money used to pay the in-lieu tax is provided largely by hunters and anglers in your county and across the state.

These lands are important to wildlife and to the many hunters and anglers in Daggett County. I appreciate the Commission's support as a partner in managing Utah's wildlife.

Please contact Chelsea Duke, Wildlife Lands Coordinator, at 801-538-4866 if we can be of further assistance.

Sincerely,

Riley Peck
Division Director

ACTING DIRECTOR

RP/cd

Enclosure: PILT Check
Utah's Watershed Restoration Initiative Handout



UTAH'S WATERSHED RESTORATION INITIATIVE

BY THE NUMBERS

FISCAL YEAR 2025

120 Projects Completed

142 Stream Miles Improved

144,433

Total Acres Restored

13,960 Fire Rehab, 130,473 Proactive
60% Federal, 34% State, 6% Private

66,895 Acres of New Class III
Cultural Resource Inventory

292 New Culturally Significant Sites
Added to the Historical Record

743,787 Lbs. of Seed
Mixed and Applied

\$31 Million

Total Funding Invested

\$9 Million State, \$19 Million Federal
\$2 Million Sportsman Groups
\$1 Million Other

63+ Funding Partners
Including Individual Landowners/Permittees

539 Estimated
Jobs Created

\$75 Million

Total Economic Output

According to U.S Geological Survey Study 2016-1016

FOR MORE INFORMATION
AND TO GET INVOLVED VISIT:
WATERSHED.UTAH.GOV



@UTAHWRI



@UTAHWRI

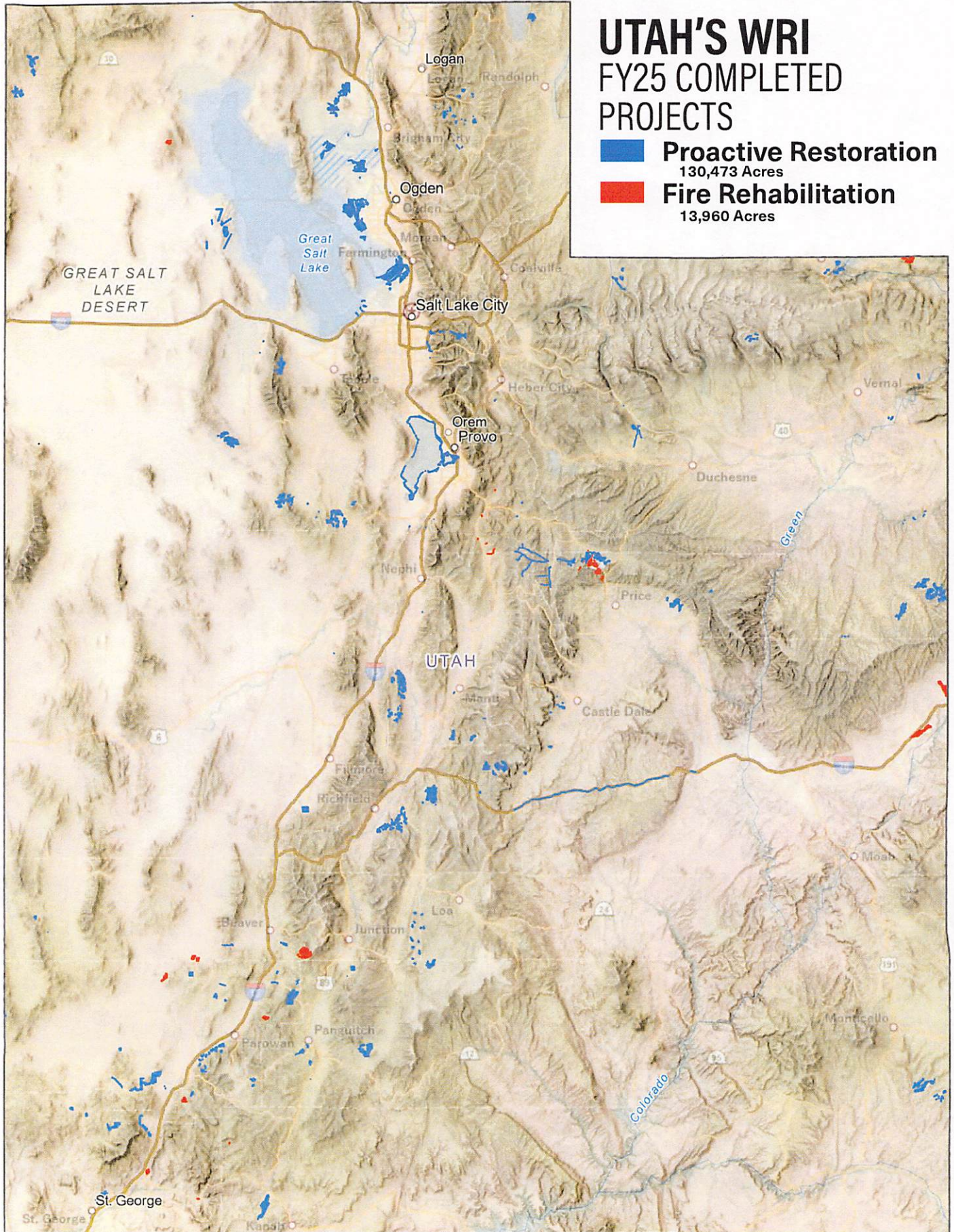


UTAH'S
WATERSHED
RESTORATION
INITIATIVE

UTAH'S WRI FY25 COMPLETED PROJECTS

Proactive Restoration
130,473 Acres

Fire Rehabilitation
13,960 Acres



COMPLETED ACRES BY COUNTY

Beaver - 575	Daggett - 1,124	Garfield - 6,141	Kane - 3,320	Rich - 964	Sevier - 10,746	Utah - 5,014
Box Elder - 12,490	Davis - 14,646	Grand - 0	Millard - 973	Salt Lake - 5,049	Summit - 902	Wasatch - 17
Cache - 1,328	Duchesne - 680	Iron - 11,902	Morgan - 1	San Juan - 2,540	Tooele - 10,619	Washington - 3,520
Carbon - 6,110	Emery - 2,781	Juab - 1,167	Piute - 795	Sanpete - 6,742	Uintah - 6,912	Wayne - 151
						Weber - 13,451



Purchase Request Form

Date of Request: 11/26/25	Date Required: 11/9/26	Vendor Name: Deseret Digital Media
Requested By: Jordynnn Hewitt		Vendor Contact: Josh Aram
Department Head Approval:		Ship to Address: 55 North 300 West Suite 450 Salt Lake City, UT 84101
Auditor's Approval (budget purposes only): (VP) 2026 budget		

Special Instructions, Quotes,
Etc.:

Qty	Item # or Account code	Description	Price Each	Total Price
1	23.4191.540	Utah.Com/KSL 2026 Articles & Brandview	\$13,400	\$13,400
TOTAL				\$13,400

Account Code	Dollar Amount
23.4191.540	\$13,400

Commission Approval:

Date:



ORDER FORM

KSL.COM, a division of,
DESERET DIGITAL MEDIA, INC.

55 North 300 West, Suite 400
Salt Lake City, UT 84101

Date: 10/20/2025

Salesperson: Josh Aram

CUSTOMER & LOCATION ID

Business Name: Dagget County Tourism Office

Address: P.O. Box 219

City, State, Zip: Manila, UT 84046

Phone: n/a

Term (months)	# of Listings	Billing Start Date	Description of Services	Price	Monthly Cost	Total
12		1/1/2025	4x Weekend Brandview reposted to Utah.com	8,000		
12		1/1/2025	Mobile Pinned Sponsorship	5,400		
12		1/1/2025	Page sponsorships: Camping, Destinations, Flaming Gorge			
12		1/1/2025	Standard promos: Outdoor Rec, Hiking, Boulderling, Boating			
12		1/1/2025	Premium: SUP, Things to do, fishing			
12		1/1/2025				

Notes:

Subtotal One Time Cost: 13,400

Amount Due Each Month:

Total: 13,400

- Deseret Digital Media Inc. (DDM), operator of KSL.com, KSL Jobs, KSL Cars, KSL Marketplace, and utah.com (among others), will provide services to Customer as set forth above (the "Services").
- The term of this Agreement shall be the longest term listed in the Term column above (the "Term"). The Term shall automatically renew on a month-to-month basis unless terminated pursuant to the General Terms of Service. Customer may terminate this Agreement upon thirty (30) days written notice to DDM.

Salesperson Signature: 

Date: 10/20/2025

Customer

Name (Printed):

Title:

Signature:

Date:

GENERAL TERMS OF SERVICE

1. **Services.** Deseret Digital Media, Inc., and its agents, employees, directors, officers, parent, and affiliates (collectively "DDM"), operator of the products, platforms and applications offered at KSL.com, KSL Classifieds, KSL Jobs, KSL Homes, KSL Cars, KSL Marketplace and Utah.com (collectively "**KSL Marketplace Products**") will provide the services as set forth in the Order Form (the "Services"). The Services will be provided to the customer named in the Order Form ("Customer").
2. **Use of Services.** DDM will provide Customer with access to the Services, provided Customer is solely responsible for any unauthorized modifications made to the Services. Customer agrees that DDM is not responsible for any defects or problems caused by unauthorized modifications to the Services.
3. **Advertising Content.**
 - a. Customer shall be solely responsible for providing DDM with all advertising content including any and all files, pages, data, including, without limitation, trade or service marks, logos, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text provided by Customer to DDM to be utilized with display advertising campaigns ("Display Advertising Content").
 - b. Customer shall be solely responsible for providing DDM with all advertising content including any and all files, pages, data, including, without limitation, trade or service marks, logos, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text provided by Customer to DDM to be utilized on listing advertisements located on KSL Marketplace Products ("Listing Advertising Content").
 - c. Display Advertising Content and Listing Advertising Content are collectively referred to as "Advertising Content" and/or "Advertisements".
 - d. All Advertising Content must comply with the Advertising Guidelines set forth in section 4 below. DDM reserves the right, in its sole discretion, to accept or reject any Advertising Content.
4. **Advertising Guidelines.**
 - a. Advertisements may not be unfair, misleading, deceptive or violate applicable federal or state laws, rules or regulations.
 - b. DDM only allows third-party advertising entities (exchanges, networks, SSPs, DSPs, etc.) that (i) test and monitor ad tags, (ii) perform background and credit checks on all advertisers, (iii) preview Advertising Content, and (iv) do not allow "blind" self-serve submissions or ad exchanges.
 - c. DDM reserves the right, in its sole discretion, to include a "Report this Ad" link below each Display Advertising Content.
 - d. DDM does not allow entrapment ads (i.e., ads that attempt to deceive users via temporary low prices or free trials with hidden or recurring prices that are difficult to cancel or that are otherwise predatory in nature) or advertisers. All such ads and advertisers will immediately be removed from KSL Marketplace Products. An exchange/network that provides such ads more than once will be removed.
 - e. DDM will not work with Customers, and will refuse all Advertising Content, that promote or feature escort services, pornography, sexual activity, alcohol, tobacco, e-cigarettes, firearms or gambling. DDM does not allow Advertising Content that is vulgar, sexually suggestive or explicit, offensive, abusive, defamatory, or otherwise in poor taste, as determined solely by DDM.
 - f. DDM does not allow invasive ads, including without limitation, popup or pop-under ads that interrupt the viewer's experience without permission, auto-start audio that plays without viewer action or permission, auto-start video that does not include an auto-start icon, and advertisement animation that lasts longer than 15 seconds

or three complete ad cycles.

- g. Native advertising must include substantive content (an article, video, etc.); simply including a headline linked to the brand's landing pages or offsite content is not permitted.
- h. DDM reserves the right to amend or supplement the Advertising Guidelines set forth herein upon thirty (30) days' notice to Customer.

5. Proprietary Rights and Ownership.

- a. Customer hereby grants DDM a limited, non-exclusive, non-transferable license to use the Display Advertising Content, including any trademarks therein, exclusively for the purpose of providing the Services. Except as explicitly provided in this section, and for any Display Advertising Content created by DDM, nothing in the Services Agreement (this "Agreement") shall be deemed to confer to DDM any right, title or interest in or to the Display Advertising Content. Except for the rights granted in this Agreement, (i) Customer retains all rights in the Display Advertising Content; and (ii) each party retains all rights it would have independent of this Agreement, including rights under the U.S. Copyright Act or analogous laws in other jurisdictions.
- b. Customer hereby grants DDM and its designees a worldwide, perpetual, royalty-free, non-exclusive, transferable, sub-licensable license to use, sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, and prepare derivative works of the Listing Advertising Content in connection with the Services or the conduct of DDM's business in any formats and through any media channels. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NOTHING IN THIS SECTION WILL ELIMINATE ANY RIGHTS GRANTED DDM IN SECTIONS "USER SUBMITTED CONTENT" AND "INTELLECTUAL PROPERTY" CONTAINED IN THE KSL TERMS OF USE.
- c. Where DDM provides creative services to Customer, including the creation of advertising content ("Creative Project"), DDM hereby agrees that each Creative Project will

be original, solely created by DDM and deemed a "work made for hire" ordered by Customer. All content, intellectual property rights, or other rights associated with any Creative Project will be vested exclusively with Customer, with the right to make use of the Creative Project anywhere in the world and to make changes and edits, in any manner, to the Creative Project

- d. DDM owns and holds all right, title, interest, intellectual property rights and copyrights in and to the KSL Marketplace Products, including, without limitation, the source code, scripts, layout, documents, graphics and text. This Agreement does not transfer or assign to Customer any ownership interest or license in the KSL Marketplace Products. At no time will Customer assert or claim any ownership interest in KSL Marketplace Products, or in any other intellectual property of DDM. Customer will not make, use, sell, offer to sell, import, copy, reproduce, modify, adapt, create derivative works of, distribute or publicly perform or display any part of the KSL Marketplace Products except as provided in this Agreement. Customer will not reverse engineer, decompile, disassemble or otherwise derive or determine, or attempt to derive or determine, the source code (or the underlying ideas, algorithms, structure or organization) of the KSL Marketplace Products or the Services.
- e. All data, records, and reports relating to use by consumers of the KSL Marketplace Products (collectively, "Records") shall be owned exclusively by DDM. Nothing in this Agreement, including the furnishing of such Records to Customer, shall grant any express or implied interest in or license to Customer relating to such Records other than as is necessary to perform and provide the Services.

6. Pricing and Payment.

- a. DDM shall charge Customer, and Customer shall pay to DDM, an amount equal to the price set forth for the Services in the Agreement.
- b. If payments due are not received within thirty (30) calendar days of the applicable due date, the payment is considered late. If Customer is late in making payment, DDM is entitled to

charge interest at the maximum rate allowed by law or 1.5% per month, whichever is lesser, until the entire amount due is received.

- c. Without waiving any other remedies available, should Customer fail to satisfy the terms of this Section, DDM may discontinue the Services.
- d. Customer may not offset an invoice against other claims unless such claims are undisputed or reduced to judgment. Should DDM need to engage the services of an attorney or debt collection agency to assist in the collection of amounts due, then Customer agrees to reimburse DDM or its agent or assign (as applicable) for all fees and costs incurred in such collection, whether at law or in equity, bankruptcy receivership, other court proceedings, arbitration, mediation, or any settlement of any of the foregoing.
- e. Prices of the Services, including but not limited to monthly fees, are subject to change upon thirty (30) days notice.
- f. Without waiving any other remedies available, should Customer fail to satisfy the terms of this Section, DDM may discontinue Services with the Customer, discontinue hosting of the Customer's Display Advertising Content (if applicable), remove the Customer's Listing Advertising Content from all local search engines, and/or take any other reasonable means necessary in order to collect the past due amount.
- g. In the event that all or part of the fees due under this agreement is collected by DDM, or its agent or assign, at law or in equity, or in bankruptcy, receivership or other court proceedings, arbitration or mediation, or any settlement of any of the foregoing, the Customer agrees to pay, in addition to all amounts due and payable hereunder, all costs of collection incurred by DDM, its agent or assign, in collecting or enforcing this Agreement, including without limitation, reasonable attorneys' fees and expenses actually incurred.

7. **Term and Termination.**

- a. The Term of the Agreement shall be the term set forth on the Order Form (the "Term").

- b. Unless otherwise set forth in the Order Form, the Term shall automatically renew in monthly increments unless terminated in accordance with the provisions herein.
- c. Unless otherwise set forth in the Order Form, Customer may terminate this Agreement for any reason or no reason upon thirty (30) days' notice to DDM. If Customer terminates the Agreement pursuant to this section, DDM is entitled to be compensated for all Services provided through the date of termination.
- d. Customer may terminate this Agreement if Customer is unsatisfied with DDM's performance of the Services, provided (i) Customer details in writing the point(s) of dissatisfaction and the level of performance expected (the "Breach"); and (ii) fifteen (15) days have passed without DDM remedying the Breach ("Course Correction Period"). Customer will not continue to be billed for the Services in question during the Course Correction Period. Once acceptable levels are again achieved, normal billing will resume.
- e. DDM may terminate this Agreement immediately, for any reason or no reason, upon notice to Customer.
- 8. **Non-Exclusivity.** The relationship of the parties is non-exclusive.

9. **Representations and Warranties.**

- a. Mutual. Each party to this Agreement hereby represents and warrants that (i) it has the full power and authority to enter into and fully perform this Agreement in accordance with its terms; and (ii) the execution, delivery and performance of this Agreement does not and will not violate any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation or ruling of any court or governmental authority or the rights of any third party.
- b. Customer. Customer represents and warrants that: (i) Advertising Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation; (ii) Advertising Content does not infringe or misappropriate any

proprietary, intellectual property, contract or tort right of any person; (iii) Customer owns or otherwise controls its Advertising Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the content on and within KSL Marketplace Products; (iv) Customer has all necessary rights to sell the products and services to be listed by DDM and said products will not be misleading, involve unfair or deceptive acts, representations or statements; (v) Customer is in compliance with all applicable laws and regulations, in its jurisdiction, associated with the services performed or received hereunder; (vi) Customer is solely responsible for the Advertising Content and the products listed on the KSL Marketplace Products; (vii) Advertising Content is accurate, complete and current; and (viii) none of the Advertising Content will be defamatory, libelous or infringe on any privacy right or any other right of any third party.

- c. DDM hereby represents and warrants that (i) it owns or otherwise controls the Creative Project, (ii) Customer's use of the Creative Project as set forth in this Agreement will not infringe on any copyright, trade secret, trademark, trade dress or other intellectual property right of any third party, and (iii) none of the material included in the Creative Project will be defamatory, libelous or infringe on any privacy right or any other right of any third party.

10. Confidentiality.

- a. Definition. "Confidential Information" means information disclosed by either party to the other party under this Agreement which is marked as confidential or which would normally be considered confidential under the circumstances. Confidential Information does not include information that (i) is already in the recipient's possession, (ii) becomes public through no fault of the recipient, (iii) was independently developed by the recipient, or (iv) was rightfully given to the recipient by another party.
- b. Confidentiality Obligations. The recipient will not disclose Confidential Information except to affiliates, employees and agents who need

to know it and who have agreed in writing to keep it confidential. Those people and entities may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to discloser. This provision and associated obligations will continue for two (2) years after termination of this Agreement.

11. **Disclaimers.** DDM DOES NOT GUARANTEE THE AMOUNT, TIMING, OR PLACEMENT OF IMPRESSIONS, VIEWS OR PHONE CALLS, OR THE AMOUNT OF REVENUE, IF ANY, TO BE GENERATED BY THE SERVICES DURING THE TERM. ADDITIONALLY, THE SERVICES ARE PROVIDED ON AN "AS IS/AS AVAILABLE" BASIS. EXCEPT AS PROVIDED IN THIS AGREEMENT, DDM HEREBY EXPRESSLY DISCLAIMS ALL PROMISES, REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATING TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, THEIR CONDITION, THEIR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION AND THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS. DDM MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR USE, OR WARRANTIES AS TO THE QUALITY, ACCURACY, RELIABILITY, OR COMPLETENESS OF ANALYTICAL STATISTICS OR OTHER DATA PROVIDED AS PART OF THE SERVICES (COLLECTIVELY, THE "DATA"). THE DATA ARE PROVIDED "AS IS." CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE DATA MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, OR ERRORS. THE ENTIRE RISK OF USE OF, AND RELIANCE UPON, THE DATA SHALL BE WITH CUSTOMER.

12. **Limitation of Liability.** DDM'S MAXIMUM LIABILITY FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED THE TOTAL AMOUNT OF MONTHLY FEES PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT. IN NO EVENT WILL DDM BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR

CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS OR GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, EVEN IF DDM HAS BEEN ADVISED OF OR KNEW OF THE POSSIBILITY OF THE DAMAGES, AND LICENSEE HEREBY RELEASES DDM FROM ALL LIABILITY FOR SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES APPLIES EVEN IF ANY REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

13. **Indemnification.**

- a. DDM agrees to defend, indemnify and hold harmless Customer, its directors, officers, employees and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) (collectively "Losses") incurred as a result of a third-party claim, judgment or proceeding relating to or arising out of (i) DDM's breach of any representation or warranty hereunder and (ii) DDM's infringement or misappropriation of any copyright or other intellectual property right of any third party.
- b. Customer agrees to defend, indemnify and hold harmless DDM its directors, officers, employees, agents and affiliates (including but not limited to Deseret Management Corporation and Bonneville International, Inc.) from any and all Losses incurred as a result of a third-party claim, judgment or proceeding relating to or arising out of (i) the acts or omissions of Customer in the performance of this Agreement; (ii) the violation of law by Customer; (iii) Customer's breach of any representation or warranty hereunder; and (iv) Customer's infringement or misappropriation of any copyright or other intellectual property right of any third party.
- c. If any action will be brought against either party (the "Indemnified Party") in respect to any allegation for which indemnity may be sought from the other party ("Indemnifying Party"), the Indemnified Party will promptly notify the Indemnifying Party of any such claim of which it becomes aware and will: (i) provide reasonable cooperation to the

Indemnifying Party at the Indemnifying Party's expense in connection with the defense or settlement of any such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim. The Indemnified Party agrees that the Indemnifying Party will have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party will not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without the prior written consent of the Indemnified Party.

14. **Relationship.** DDM and Customer are entirely independent of each other and each party has sole responsibility and authority for the conduct of its own business. By entering into the Agreement, the parties expressly declare and agree that neither party is the agent, employee, joint venturer or partner of the other. No party has the right to bind the other in any manner.

15. **For Display Advertising Content Only.**

- a. Where the Services provided includes Display Advertising Content, DDM will monitor delivery of the Display Advertising Content, and will notify Customer either electronically or in writing as soon as possible if DDM believes that an under-delivery is likely. In the case of a probable or actual under-delivery, DDM may arrange for a make-good consistent with these Terms.
- b. Make-good Procedure. If actual deliverables, as agreed between the parties, for any campaign fall below guaranteed levels, as set forth on the Order Form, and/or if there is an omission of any Display Advertising Content (placement or creative unit), DDM will use commercially reasonable efforts to agree upon the conditions of a make-good flight, either on the Order Form or at the time of the shortfall. If no make-good can be agreed upon, DDM may execute a credit equal to the value of the under-delivered portion of the Order Form under which it was charged.

16. **Miscellaneous.**

- a. Except as provided herein, no party is intended to be, or will be, third-party

beneficiaries of this Agreement. Notwithstanding, DDM's third-party suppliers/vendors providing data services are each intended as a third-party beneficiary and may enforce the provisions herein.

- b. This Agreement and any subsequent agreements based hereon will be governed by Utah law, without giving effect to conflicts of laws principles. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SALT LAKE COUNTY, UTAH.
- c. This Agreement will not be assignable without the other party's written consent.
- d. Any amendments to this Agreement must be agreed upon in writing.
- e. The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.
- f. Failure to enforce any provision will not constitute a waiver of that provision.
- g. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- h. Neither party shall be liable to the other for delays in or failure of performance due to causes beyond such party's reasonable control, including but not limited to acts of God, acts of civil or military authority, priorities under governmental authority, fires, severe weather, floods, epidemics, war, terrorism, embargo, riots or national company strikes by or involving third parties or other causes beyond the control of the affected party, telecommunications line failures, electrical outages, or network failures.
- i. If there is any discrepancy between this Agreement and any other agreement between the parties, the terms of this Agreement shall govern.
- j. Sections 9 through 15 shall survive termination or expiration of this Agreement.

Proposal: Daggett County - Paid Social - USA

Date Created: Thu, Oct 30, 2025

Strategic Opportunity

Navigating the tourism landscape can feel like a daunting challenge for small communities. Limited budgets often mean you're competing against larger destinations with hefty marketing funds, where "pay-to-play" advertising rules the game. However, by utilizing sophisticated social media strategies, you can still captivate travelers who are genuinely interested in what your destination has to offer.

Together, we'll tap into Visit USA Parks' social media audiences and digital content creation to position your destination as an essential stop on a national park adventure, while highlighting the unique experiences awaiting visitors in and around your community.

Our strategy includes a targeted distribution plan. By leveraging Visit USA Parks' extensive audience base, we'll pinpoint travelers who are most likely to be interested in visiting your community. With a blend of engagement and interest-based criteria, we'll make the most of your allocated marketing funds to reach the right audience.

Throughout the campaign, we will measure reach, impressions, and overall message delivery. We'll also keep a close eye on engagement metrics and website clicks to ensure that our content resonates with your audience, maximizing its impact.

Timeline

Kickoff 1-4 weeks	Development 4-8 weeks	Launch 10+ weeks	Conclusion 1-2 weeks
Includes project prep, kickoff communications with you, asset gathering with you, and research	Includes content creation, internal review, incorporating your feedback, and finalizing social materials	Includes translating, scheduling, running, and monitoring social ads	Includes compiling data, analyzing results, preparing a final report with recommendations

Budget

Here you'll find detailed pricing based on our recommendations for success. All media tactics are flexible, and we will work with your team to adjust and determine budget per category/campaign.



Product Description for Market(s): USA

MILESTONES	AMOUNT
Paid Social Campaign - Campaign deliverables include: <ul style="list-style-type: none">- Destination Assessment & Review- Meta Retargeting Strategy- Ad Development & Creative Testing- Comprehensive Final Report	\$1,000.00
Estimated KPIs - The estimated KPIs below are based on the allocated ad budget. If any changes are made to the ad budget, please expect the estimated KPIs to also change. Upon kickoff, your project manager will confirm the estimated KPIs. <ul style="list-style-type: none">- Impressions: 75k - 100k- Engagement Rate: 10% - 20%- Website clicks generated from re-targeting: 2k - 4k minimum	\$0.00

Campaign Distribution

TITLE	AMOUNT
FB/IG Media Buy	\$1,000.00
Sub-total	\$1,000.00
Media Buy	\$1,000.00
Total	\$2,000.00

How Do We Measure Campaign Success?

With [Herrmann Global Insights](#), we thrive on data and optimization. Our advertising strategy is based on advanced targeting and using content that is likely to drive the most conversions for your destination. In our reporting and analysis, we strive to provide you with clear insights for making strategic decisions in the future.



- **Impressions and engagement:** We know that number of impressions is a key metric in measuring success. Our estimated CPM for campaigns is \$2-\$3. We feel it's just as important to evaluate engagement, as that is an indicator of how well content is resonating with the audience. Engagements and conversations including reactions, comments, shares, and saves show how people are interacting with the content. Our campaigns consistently exceed the travel industry's average engagement rate, usually having an engagement rate of 20% or higher.
- **Leads:** Driving traffic to stories, itineraries, and other content related to your destination is also a priority for campaign success. The estimated cost per click (CPC) for our campaigns is \$0.05-\$0.30, which is significantly lower than the travel industry average CPC of \$0.63.
- **Conversions:** A path to conversion may include bookable products from local stakeholders, outfitters, and tour operators.

Agreement

By signing this custom marketing proposal, Daggett County agrees to all our [Terms And Conditions](#) as well as provisions herein, or any agreed upon changes with Herrmann Global. Work will commence within the agreed-upon timeline.

Matt Tippets
Daggett County

mtippets@daggettcountry.org

Thu, Oct 30, 2025

**Omnibus Amendment to Purchase and Sale Agreement[s]
By & Between Daggett County Redevelopment Seller and (i)
JRL Holdings #2, LLC, Dated August 24, 2021, (ii) JRL
Holdings #2, LLC, Dated March 8, 2022, and (iii) Red
Storage 2, LLC, Dated March 8, 2022**

The Daggett County Redevelopment Agency, also known as the Daggett County Community Reinvestment Agency, a political subdivision of the State of Utah (hereafter “**Seller**”), and DJ57, LLC, a Utah limited liability company (hereafter “**Buyer/Assignee**”) (Seller and Buyer/Assignee may also be collectively referred to as the “**Parties**”), for good and valuable consideration, the sufficiency and receipt of which is acknowledged, do enter into this *Omnibus Amendment to the Purchase and Sale Agreement By & Between Daggett County Redevelopment Agency Seller and*

(i) *JRL Holdings #2, LLC*, originally dated August 24, 2021, as amended by that certain First Amendment recorded on the Records of the Daggett County Recorder as (Ent 032370, Bk 110, Pg 368) on August 13, 2025;

(ii) *JRL Holdings #2, LLC*, originally dated March 8, 2022, and recorded on the Records of the Daggett County Recorder as (Ent 030837, Bk 0101, Pg 0523) on March 18, 2022, as amended by that certain First Amendment recorded on the Records of the Daggett County Recorder as (Ent 032369, Bk 110, Pg 363) on August 13, 2025; and

(iii) *Red Storage 2, LLC*, originally dated March 8, 2022, and recorded on the Records of the Daggett County Recorder as (Ent 030838, Bk 0101, Pg 0541) on March 18, 2022, as amended by that certain First Amendment recorded on the Records of the Daggett County Recorder as (Ent 032371, Bk 110, Pg 393) on August 13, 2025;

each as further amended (collectively, hereafter “**Agreements**” and, together herewith, the “**Omnibus Amendment**”) respectively.

Each of JRL Holdings #2, LLC and Red Storage 2, LLC (collectively, “**Buyer/Assignor**”) hereby assign, transfer, and convey to **DJ57, LLC**, as the Buyer/Assignee, and DJ57, LLC, as the Buyer/Assignee, hereby accepts and assumes, all of the Buyer/Assignor’s rights, title, interests, and obligations in, to, and under the Agreements. DJ57, LLC agrees to perform all obligations of the Buyer/Assignor under each of the aforementioned Agreements from and after the date of this Omnibus Amendment. The parties to this Omnibus Amendment shall execute and deliver all necessary documents to effectuate this assignment and assumption, and DJ57, LLC shall indemnify and hold the Buyer/Assignor harmless from any claims or liabilities arising from DJ57, LLC's failure to perform under the assigned Agreements.

- 1) The Parties hereby agree that the Agreements are hereby amended and consolidated into this Omnibus Amendment. Any conflicting terms and conditions of the Agreements are superseded and replaced in their entirety by the amended terms and conditions set forth herein. The Parties acknowledge and agree that this Omnibus Amendment constitutes the

entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to such subject matter.

- 2) The Parties to the Omnibus Amendment acknowledge and agree that the Entitlement Period shall be no later than six (6) years following the Closing, and consistent therewith, each Paragraph 3, Actions Subsequent to Closing, of said Agreements, as amended, currently contain the following terms:

“Buyer agrees that subsequent to closing Buyer will make a good faith effort to develop a conceptual site plan and subdivision for the Property, or a phase thereof, together with a cost estimate of (a) the horizontal infrastructure, and (b) the vertical improvements contemplated (the "**Conceptual Plans**"). The initial Conceptual Plans shall be submitted for approval by the Dutch John Planning and Zoning Department Town no later than **six (6)** years following the Closing (the "**Entitlement Period**"). The Entitlement Period will be extended to the extent Buyer's efforts to obtain the entitlements are delayed by events that are not within the control of Buyer. Seller agrees to support the efforts of Buyer to obtain approval of the Dutch John Planning and Zoning and the Town by contacting them and expressing support for the Conceptual Plans. Buyer agrees that within one year of the approval of the Conceptual Plans by the Town, Buyer will find a developer to develop the Property and complete a transfer of the Property, or a phase thereof, to the developer.”

The Parties acknowledge and agree that the **six (6)** year Entitlement Period shall be deemed to have commenced for each of the Agreements as of the **last** Closing Date referenced in all of the Agreements, i.e., **May 31, 2022**, and shall therefore continue throughout **May 31, 2028**.

- 3) As the Agreements are hereby consolidated into this Omnibus Amendment, the Infrastructure Assistance provided for in each Agreement is also hereby consolidated, and the Seller reaffirms its obligation to provide to the Developer of the Property, as an incentive to develop all of the Property set forth in each of the Agreements, Infrastructure Assistance in the aggregate amount of **Seven Hundred Thirty Three Thousand Two Hundred Thirty Seven and 50/100 Dollars (\$733,237.50)**.
- 4) The Agreements, as amended, are hereby ratified, approved, and confirmed. All references to an Agreement or the Agreements in any other document, instrument, agreement, or other writing, shall hereafter be deemed to refer to the Agreements as amended hereby. Except as specifically amended or modified by this Omnibus Amendment, the remaining terms, and conditions of the Parties' original Agreements shall remain in full force and effect.
- 5) This Omnibus Amendment shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 6) This Omnibus Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
- 7) This Omnibus Amendment shall be recorded at the office of the Daggett County Recorder as an addendum to each of the Agreements.

IN WITNESS WHEREOF, Seller, Buyer/Assignee and each of the Buyer/Assignors have each caused this Omnibus Amendment to be executed by their duly authorized representatives as of the Effective Date herein.

[signature page(s) follow]

Daggett County Redevelopment Agency

Dated:

Matt Tippetts
Chair

Attest:

Dated:

Larinda Isaacson
Secretary

STATE OF UTAH)
 : §§
COUNTY OF DAGGETT)

On this the _____ day of _____, 2025, personally appeared before me Matt Tippetts, the Chair of the Daggett County Redevelopment Agency, who is personally known to me and who by me dully affirmed that he is the Chair of the Daggett County Redevelopment Agency and that said document was signed by him on behalf of said Daggett County Redevelopment Agency by Authority of a Resolution of its Board said Matt Tippetts acknowledged to me that said Daggett County Redevelopment Agency executed the same.

Witness my and official seal:

Notary Public

DJ57, LLC

Dated:

Jesse R. Lassley
Owner/Agent

STATE OF UTAH)
 : §§
COUNTY OF DAGGETT)

On this the _____ day of _____, 2025, personally appeared before me Jesse R. Lassley, the owner/Agent of DJ57, LLC, who is personally known to me, or proven on the basis of satisfactory evidence, and who by me dully affirmed that he is the owner/Agent of DJ57, LLC, and that said document was signed by him on behalf of said DJ57, LLC, by Authority of its Certificate of Organization or Operating Agreement and said Jesse R. Lassley acknowledged to me that said DJ57, LLC, executed the same.

Witness my and official seal:

Notary Public

JRL HOLDINGS #2, LLC

Dated:

Jesse R. Lassley
Owner/Agent

STATE OF UTAH)
 : §§
COUNTY OF DAGGETT)

On this the _____ day of _____, 2025, personally appeared before me Jesse R. Lassley, the owner/Agent of JRL HOLDINGS #2, LLC, who is personally known to me, or proven on the basis of satisfactory evidence, and who by me dully affirmed that he is the owner/Agent of JRL HOLDINGS #2, LLC, and that said document was signed by him on behalf of said JRL HOLDINGS #2, LLC, by Authority of its Articles or Operating Agreement and said Jesse R. Lassley acknowledged to me that said JRL HOLDINGS #2, LLC, executed the same.

Witness my and official seal:

Notary Public

RED STORAGE 2, LLC

Dated:

Jesse R. Lassley
Owner/Agent

STATE OF UTAH)
 : §§
COUNTY OF DAGGETT)

On this the _____ day of _____, 2025, personally appeared before me Jesse R. Lassley, the owner/Agent of RED STORAGE 2, LLC, who is personally known to me, or proven on the basis of satisfactory evidence, and who by me dully affirmed that he is the owner/Agent of RED STORAGE 2, LLC and that said document was signed by him on behalf of said RED STORAGE 2, LLC, by Authority of its Articles or Operating Agreement and said Jesse R. Lassley acknowledged to me that said RED STORAGE 2, LLC, executed the same.

Witness my and official seal:

Notary Public

- Marker- Small Standing
- Location- Flaming Gorge Dam, 5995, Dutch John, UT 84023 or Red Canyon Overlook
- Installation- Partner (Daggett County would have to do)
- Proposed copy-

Jeremiah Johnson

1972

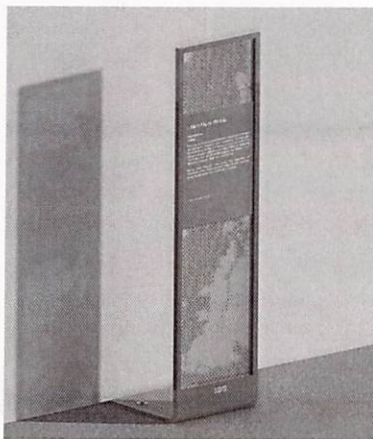
Framed by canyon walls and ponderosa pine, this section of the Green River along the Little Hole National Scenic Trail provided the perfect backdrop for scenes from *Jeremiah Johnson* — a true story of a mountain man who wishes to live life alone in the wilderness. Directed by Sydney Pollack and starring Robert Redford, this film embodies all the elements of a classic western with a soulful hero at its core.

UTAH FILM TRAIL



A - SMALL

3'-10.5" H x 1'-0.5" W x 1'-0" D



B - LARGE

5-6" H x 1'-6" W x 1'-6" D

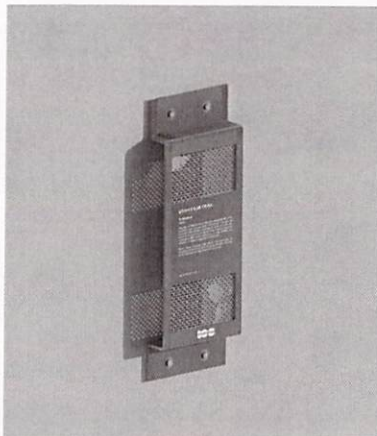
STANDING SIGNS

Sign copy approx. 70 word length

Installation Notes:

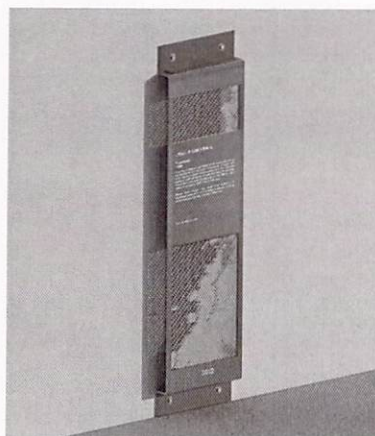
Concrete pad to extend 1'-0" around sign footprint, 5" deep with 4" gravel minimum.
3/4" concrete screw anchor attachment, 3-1/2" embedment.

Installation notes are a general recommendation and will vary based on soil/surface condition.



C - SMALL

3'-10.5" H x 1'-0.5" W x 1'-0" D



D - LARGE

5-6" H x 1'-6" W x 1'-6" D

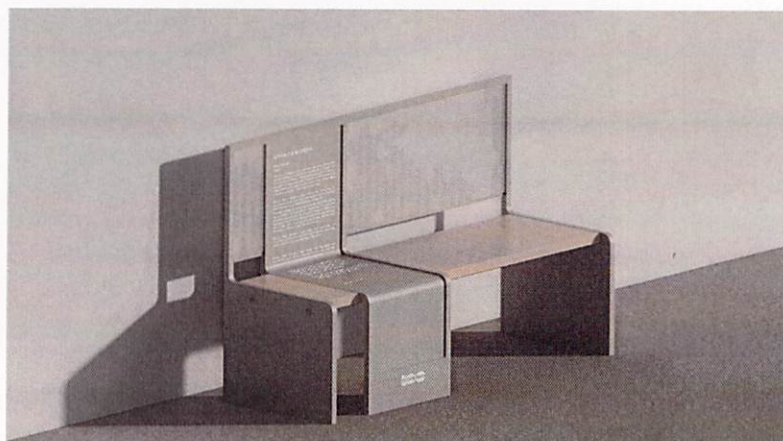
MOUNTED SIGNS

Sign copy approx. 70 word length

Installation Notes:

Wood or steel wall - lag bolt or lag screw 3" nom, solid wood blocking may be required.
Concrete or CMU - screw or epoxy anchor
Brick - brick fastener and epoxy anchor

Installation notes are a general recommendation and will vary based on surface condition or wall type. Review of surface/wall condition by a structural engineer is required, with review by local Authorities Having Jurisdiction.



E - BENCH

3'-3" H x 5'-2" W x 1'-10" D

BENCH

Sign copy length varies, 60-150+ word length

Installation Notes:

Concrete pad to extend 1'-0" around sign footprint, 5" deep with 4" gravel minimum.
3/4" concrete screw anchor attachment, 3-1/2" embedment.

Installation notes are a general recommendation and will vary based on soil/surface condition.

CONSOLIDATED PURCHASE AND SALE AGREEMENT

THIS CONSOLIDATED PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into and shall be effective as of _____, 2025 (the “Effective Date”), by and between **DAGGETT COUNTY REDEVELOPMENT AGENCY**, also known as the **DAGGETT COUNTY COMMUNITY REINVESTMENT AGENCY** (“Seller”), **JRL HOLDINGS #2, LLC**, a Utah limited liability company (“JRL”), **RED STORAGE 2, LLC**, a Utah limited liability company (“RS2”), and **DJ57, LLC**, a Utah limited liability company, or assigns (“Buyer/Assignee”), with reference to the following:

A. Seller sold (i) approximately 50 acres of undeveloped property located in Dutch John, Daggett County, Utah to JRL, (ii) 28.499 acres of undeveloped property located in Dutch John, Daggett County, Utah to JRL, and (iii) 54.81 acres of undeveloped property located in Dutch John, Daggett County, Utah to RS2, which property is more particularly described on Exhibit A attached hereto and by this reference made a part hereof (collectively, the “Real Property”).

B. JRL and RS2 (collectively, “Assignor”), as applicable, purchased the Real Property, together with all of Seller’s rights, contract rights, privileges, leases, easements, rights-of-way and appurtenances, mineral and mining rights, and all water, water rights and water stock, if any, which relate, belong or appertain to the Real Property (the “Appurtenances”).

C. Assignor, as applicable, also purchased all improvements located on or about the Real Property, including, but not limited to fences, gates, irrigation equipment and lines, and structures (the “Improvements”).

D. The Real Property, Appurtenances, Improvements and Intangible Property are collectively referred to herein as the “Property.”

E. Seller entered into three Purchase and Sale Agreement[s] with Assignor, as follows:

(i) a Purchase and Sale Agreement by and between Seller and JRL, originally dated August 24, 2021, as amended by that certain First Amendment recorded on the Records of the Daggett County Recorder as (Ent 032370, Bk 110, Pg 368) on August 13, 2025;

(ii) a Purchase and Sale Agreement by and between Seller and JRL, originally dated March 8, 2022, and recorded on the Records of the Daggett County Recorder as (Ent 030837, Bk 0101, Pg 0523) on March 18, 2022, as amended by that certain First Amendment recorded on the Records of the Daggett County Recorder as (Ent 032369, Bk 110, Pg 363) on August 13, 2025; and

(iii) a Purchase and Sale Agreement by and between Seller and RS2,

originally dated March 8, 2022, and recorded on the Records of the Daggett County Recorder as (Ent 030838, Bk 0101, Pg 0541) on March 18, 2022, as amended by that certain First Amendment recorded on the Records of the Daggett County Recorder as (Ent 032371, Bk 110, Pg 393) on August 13, 2025;

each as further amended (collectively, hereafter, the “Original Agreements”)

F. Assignor desires to assign, convey, sell and transfer to Buyer/Assignee the Property and the Original Agreements, upon the terms and conditions set forth below.

IN CONSIDERATION OF the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, Assignor and Buyer/Assignee agree as follows:

1. Consolidated Purchase and Sale. The terms and conditions under each of the Original Agreements are now hereby consolidated into and evidenced by this Agreement. Upon the terms and subject to the conditions and contingencies set forth herein, Assignor purchased the Property from Seller, and Seller sold, conveyed and transferred the Property to Assignor. Each Assignor does now hereby further assign, transfer, and convey to **DJ57, LLC**, as the Buyer/Assignee, and DJ57, LLC, as the Buyer/Assignee, hereby accepts and assumes, all of the Assignor’s rights, title, interests, and obligations in, to, and under the Original Agreements, as consolidated in this Agreement. DJ57, LLC agrees to perform all obligations of the Buyer/Assignee under this Agreement. The parties to this Agreement shall execute and deliver all necessary documents to effectuate this assignment and assumption, including, without limitation, the conveyance of the Property to DJ57, LLC pursuant to those certain Quit Claim Deeds attached hereto as Exhibit B, and DJ57, LLC shall indemnify and hold the Assignor harmless from any claims or liabilities arising from DJ57, LLC's failure to perform under this Agreement.
2. Purchase Price. The aggregate purchase price (“Purchase Price”) paid for the Property by Assignor and delivered to Seller was One Million Four Hundred Sixty Six Thousand Four Hundred Seventy Five Dollars (\$1,466,475.00).
3. Intentionally omitted.
4. Intentionally omitted.
5. Intentionally omitted.
6. Seller’s Representations and Warranties. Seller hereby represents and warrants to both Assignor and Buyer/Assignee as to the following matters (all representations and warranties are true on the date hereof and were true as of the Closing) with the understanding that Assignor and Buyer/Assignee are relying on these representations, and warranties in effecting the transactions contemplated hereby:

- a. Title. Assignor received title to the Property from Seller in fee simple absolute, pursuant to one or more special warranty deeds (the “Deeds”) which contained the Property descriptions provided by an approved survey and contained in the final Title Commitment. Title to the Property was conveyed at the Closing subject only to the Permitted Exceptions. As applicable, Seller agreed to take such action as may be necessary to carve out the Real Property from a larger tax parcel and conveyed a legal lot to Assignor.
- b. Taxes, Assessments. As of the Closing, all real property taxes, and assessments, which were payable with respect to the Property for the period prior to the Closing were paid in full by Seller. Seller represents that the Real Property is currently being taxed as greenbelt property. Any greenbelt and rollback taxes that were assessed at Closing due to the change of ownership are to be paid by Seller.
- c. Legal Compliance. Seller does not have knowledge of any condemnation, zoning or other land use regulation proceedings, either instituted or planned to be instituted, or any other litigation, actions, suits or proceedings pending, or threatened, which would affect the zoned use, occupancy or operation of the Property, Seller’s ability to perform hereunder, nor has Seller received notice of any pending or threatened special assessment, paving agreement, road expansion or improvement agreement, moratorium or legal administrative or other proceeding, formal or informal, existing, pending or threatened which affects the Property. Seller is in full compliance with all requirements applicable to relevant federal state and local laws, rules, regulations, and permits with regard to the Property.
- d. Valid and Binding Agreement. Seller has the requisite power and authority to enter into this Agreement. This Agreement is valid and binding upon Seller, enforceable against Seller in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting creditor’s rights generally and by general principles of equity. Neither this Agreement, nor any document contemplated by or entered into in connection with this Agreement, shall constitute a default under any agreement by which Seller is bound.
- e. Leases. There are no leases, tenancies or occupancy agreements pertaining to or affecting the Property that will survive Closing.
- f. Documents are Correct. The Due Diligence Documents supplied by Seller to Assignor are complete and accurate copies of the documents they are represented to be.
- g. Hazardous Material. Except as disclosed in the Due Diligence Documents, the Property has not been used for the storage or disposal of any hazardous material and there are no underground tanks or hazardous material located on the Property. Neither Seller, nor to the best of Seller’s knowledge, any other user or occupant of

any part of the Property, has ever been cited for violating or received notice of any violation or claimed violation of any laws, rules or regulations relating to hazardous material located on the Property. Seller has delivered to Assignor copies of all reports, tests results, and other documents relating to the presence of absence of hazardous materials on or about the Property in the Seller's possession or control. As used in this Agreement, the term "hazardous material" means any hazardous or toxic substance, material or waste which is regulated by any local, state or federal governmental authority.

- h. Representations, Warranties and Covenants are Correct. No representations, warranty, or covenant by Seller in this Agreement or any other document furnished or to be furnished by Seller to Assignor pursuant hereto contains or will contain any untrue statement of material fact or will omit to state material fact necessary to make the statement or facts contained therein not misleading.
 - i. No Litigation. There is no litigation, administrative action or proceeding pending (or to Seller's knowledge, threatened) against or relating to the Property.
 - j. Access. To the best knowledge of Seller, after diligent inquiry, no facts or conditions exist which would result in the termination of the current access from the Property to any presently existing highways and roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining or situated on the Property.
 - k. Seller not a Foreign Person. Seller is not a foreign person as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986 (as amended). Upon request, Seller shall deliver to Buyer/Assignee at Closing a Certificate of Non-foreign Status, in form reasonably acceptable to Buyer/Assignee, setting forth Seller's address and United States taxpayer identification number and certifying that it is not a foreign person as so defined.
 - l. Survival of Representations and Warranties. All of the representations and warranties of Seller set forth in Section 6 hereof shall survive the Closing.
7. Buyer/Assignee's Representations, Warranties and Covenants. Buyer/Assignee hereby represents, and warrants to, and covenants and agrees with, Seller that (i) Buyer/Assignee has the requisite power and authority to enter into this Agreement, and this Agreement is valid and binding upon Buyer/Assignee and enforceable against Buyer/Assignee in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting creditor's rights generally and by general principles of equity, and (ii) all representations, warranties and covenants are true on the date hereof and were true as of the Closing and are made with the understanding that Seller is relying on these representations, warranties and covenants in effecting the transactions contemplated by this Agreement.

8. Covenants and Agreements of Seller. Seller covenants and agrees with Buyer/Assignee as follows:
- a. Notice. Following the Effective Date, Seller shall promptly notify Buyer/Assignee in writing of any litigation, arbitration or administrative hearing before any court or governmental agency concerning or affecting the Property which is instituted after the Effective Date and of which Seller has actual knowledge.
 - b. Material Information. Seller shall notify Buyer/Assignee of any material information concerning the Property about which Seller learns, promptly upon Seller's obtaining knowledge thereof.
 - c. Operation of Property. Intentionally omitted.
 - d. Changes to Property. Intentionally omitted.
 - e. Economic Development Plan for Dutch John. The Property was transferred by Seller to Assignor subject to the Economic Development Plan dated September 7, 2011 and recorded in the records of the Daggett County Recorder as Entry 025523, Book 0075, Pages 0771 to 798 ("**Plan**") for the Dutch John Project Area ("**Project Area**"), as amended. It is the intent of the Seller that the Project Area be developed to include one or more of the following uses: permanent lodging, guest lodging, commercial space, and services for guests to or residents of the Town of Dutch John ("**Town**") and Daggett County ("**County**"). Such mixed-use development will provide jobs, and economic development in the Project Area. Seller understands that Buyer/Assignee is acquiring the Property for investment purposes and will seek entitlements for the Property. Once the Property is properly entitled, Buyer/Assignee intends to transfer ownership of the Property to a developer to do the development ("**Developer**"). Seller agrees to provide to the Developer of the Property, as an incentive to develop the Property, the aggregate amount of **Seven Hundred Thirty Three Thousand Two Hundred Thirty Seven and 50/100 Dollars (\$733,237.50)** to improve the horizontal infrastructure serving the Property to support a mixed-use development ("**Infrastructure Assistance**"). To apply the Infrastructure Assistance the Developer shall present invoices from contractors installing the horizontal infrastructure to the Agency showing the hard costs. After the Agency verifies the work identified in the invoice has been completed, the Agency shall make payment to the contractor in the amount of the invoice, in no event to exceed forty-five (45) days from the date of invoice. This process shall continue until the **\$733,237.50** has been expended. The installation of the horizontal infrastructure shall be in lieu of any connection or impact fee for the vertical improvements.
 - f. Performance Lien. Seller and Buyer/Assignee recognize due to the requirement of obtaining land use approvals from the Town that the date of commencement of the any development phase cannot be accurately determined. In order to facilitate both the uncertainty of the land use approval process and the intent of the Seller

with respect to the Property, at Closing a “**Performance Lien**” in favor Seller in the amount of \$25,000 shall be placed on the Property. The Performance Lien shall be a first place lien and have priority over all other liens on the Property. At the time the developer is ready to commence construction on a development phase and is prepared to obtain a building permit for the development phase the Seller shall release the portion of the Performance Lien attached to the development phase on which construction financing for construction of the development phase has been obtained and for which a building permit has been granted. The Performance Lien will be released against the entire Property at such time as the Infrastructure Assistance has been expended in its entirety.

9. Conditions. Notwithstanding anything in this Agreement to the contrary, the following conditions and contingencies shall be true on and as of the Closing and the Effective Date of this Agreement (said conditions shall also be deemed to be covenants of Seller):
 - a. Representations and Warranties True at Closing. Seller’s representations and warranties contained in this Agreement shall be true with the same effect as though such representations and warranties have been made, on and as of such date, except for changes occurring in the ordinary course of business, none of which changes has been individually or in the aggregate materially adverse, and there shall be no breach of any said representations or warranties.
 - b. No Material Misstatement or Omissions. Buyer/Assignee shall not have discovered any material error, misstatement or omission in the representations and warranties made by Sellers.
 - c. No Court Orders. There shall be no effective injunction or restraining order of any nature issued by a court of competent jurisdiction which shall direct that this Agreement or the transaction contemplated herein not be consummated.
 - d. Seller’s Compliance. Seller shall have fully complied with all of the covenants in this Agreement on its part to be performed on or prior to the Closing Date.
10. Conditions to Seller’s Obligation to Close. The following conditions shall be true on and as of the Effective Date:
 - a. Buyer/Assignee’s Representations, Warranties and Covenants. Buyer/Assignee’s representations, warranties and covenants set forth in this Agreement shall be true and correct.
 - b. Payment. Seller has received the Purchase Price.
11. Exchange Cooperation. The parties agrees to cooperate with each other in consummating this transaction as an exchange of like-kind properties under Internal Revenue Code Section 1031 at no additional expense or other adverse consequence to Seller. Assignor has assigned or concurrently herewith shall assign Assignor’s rights and obligations

under the Original Agreement to Buyer/Assignee with this Agreement constituting written notice of assignment to Seller. Seller agrees to accept performance of Buyer/Assignee's obligations under this Agreement and to render performance of Seller's obligations under this Agreement to Buyer/Assignee if and when requested to do so by Buyer/Assignee in writing. Seller further agrees that any and all warranties, liabilities and obligations made or undertaken by Seller pursuant to the terms of this Agreement or in connection with the transactions contemplated by this Agreement shall be fully enforceable by Buyer/Assignee, notwithstanding Buyer/Assignee's assignment of rights to a designated intermediary.

12. Closing.

- a. Closing Date. The conveyance of the Property to Buyer/Assignee closed (the "Closing") on or about May 31, 2022 (the "Closing Date").
- b. Place. The Closing took place at the offices of Title Company or at such other place as the parties mutually agreed.
- c. Seller's Closing Documents. The following documents were delivered by Seller at Closing:
 - i. Deed. Seller delivered the Deed duly executed and acknowledged by Seller, conveying to Buyer/Assignee good and marketable fee simple title to the Property, subject to the Permitted Exceptions.
 - ii. Title Policy. Seller furnished an ALTA Owner's Extended Coverage Title Insurance Policy issued by First American Title Insurance Company. The policy was in the amount of the Purchase Price and subject only to the Permitted Exceptions.
 - iii. Bill of Sale. Seller furnished to Assignor a duly executed Bill of Sale, and Assignor shall furnish to Buyer/Assignee a duly executed Bill of Sale in the form attached hereto as Exhibit C (the "Bill of Sale").
 - iv. Affidavit. Seller delivered an affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code, and on which Buyer/Assignee is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445 (f)(3) of the Internal Revenue Code.
 - v. Additional Documents. Seller shall furnish such other documents as may reasonably be required in accordance with this Agreement.
- d. Buyer/Assignee's Closing Documents. The following was delivered by Assignor at Closing:

- i. Purchase Price. Assignor delivered to Seller, in immediately available funds, the Purchase Price together with any additional funds to pay Assignor's share of closing costs and prorations as set forth herein, or such lesser amount as may have been required due to credits given to Assignor for the items prorated and deposits made by Assignor.
 - ii. Additional Documents. Assignor and Buyer/Assignee shall furnish such other documents as may reasonably be required in accordance with this Agreement.
- e. Closing Costs. Closing costs and prorations were prorated as follows:
 - i. Taxes. All ad valorem taxes and assessments were prorated to the Closing Date.
 - ii. Fees. Any escrow fee charged by Title Company was shared equally by Seller and Assignor.
 - iii. Other Costs. Seller paid the premium for the standard coverage costs of the Title Policy. Assignor or Buyer/Assignee, as applicable, shall pay for extended coverage and any additional endorsements requested by them to the Title Policy. Seller paid the cost of recording the Deed[s] and any documents necessary to remove any encumbrances that are not Permitted Exceptions.
- f. Possession. Possession of the Property was delivered to Assignor at Closing and shall concurrently herewith be delivered to Buyer/Assignee.
- 13. Intentionally omitted.
- 14. Actions Subsequent to Closing. Buyer/Assignee agrees that it will make a good faith effort to develop a conceptual site plan and subdivision for the Property, or a phase thereof, together with a cost estimate of (a) the horizontal infrastructure, and (b) the vertical improvements contemplated (the "**Conceptual Plans**"). The initial Conceptual Plans shall be submitted for approval by the Dutch John Planning and Zoning Department Town no later than **six (6) years** following the Closing (the "Entitlement Period"). The Entitlement Period will be extended to the extent Buyer/Assignee's efforts to obtain the entitlements are delayed by events that are not within the control of Buyer/Assignee. Seller agrees to support the efforts of Buyer/Assignee to obtain approval of the Dutch John Planning and Zoning and the Town by contacting them and expressing support for the Conceptual Plans. Buyer/Assignee agrees that within one year of the approval of the Conceptual Plans by the Town, Buyer/Assignee will find a developer to develop the Property and complete a transfer of the Property, or a phase thereof, to the developer.

The Parties acknowledge and agree that the **six (6)** year Entitlement Period shall be deemed

to have commenced as of the ***last*** Closing Date referenced in all of the Original Agreements, i.e., ***May 31, 2022***, and shall therefore continue throughout ***May 31, 2028***.

15. Notices. Any and all notices required or permitted hereunder shall be given in writing and personally delivered; delivered by certified mail, return receipt requested, postage prepaid, or delivered by generally recognized overnight courier providing proof of delivery, addressed as follows:

SELLER: Daggett County Redevelopment Agency
Attn: Matt Tippets
P.O. Box 219
95 North 1st West
Manila, UT 84046

WITH A Kent E. Snider
COPY TO: Attorney for Daggett County RDA
P.O. Box 219
95 North 1st West
Manila, UT 84046

WITH A J. Craig Smith
COPY TO: Smith Hartvigsen, PLLC
257 East 200 South, Suite 500
Salt Lake City, UT 84111

BUYER/ASSIGNEE: DJ57, LLC
P.O. Box 711820
Salt Lake City, UT 84171
Attn: Jesse R. Lassley

WITH A Richard H. Madsen, II
COPY TO: Ray Quinney & Nebeker
36 South State Street, #1400
Salt Lake City, UT 84111

Any notice which is personally delivered shall be deemed effective upon the date of delivery. Any notice which is mailed shall be deemed effective when the return receipt is signed for the addressee or is returned as undelivered. Any notice which is delivered by overnight courier shall be deemed effective on the day after deposit with the courier.

16. Time is of the Essence. Time is of the essence with respect to the performance by the parties of their obligation hereunder.
17. Entire Agreement. This Agreement sets forth the entire understanding of Seller, Assignor and Buyer/Assignee as to matters set forth herein and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto.

18. Governing Law. This Agreement and all other purchase and sale documents shall be governed by and interpreted in accordance with the laws of the State of Utah.
19. Assignment. Assignor assigned its right, title and interest under the Original Agreements to Buyer/Assignee, as set forth herein, and concurrently herewith in and to the Property, and Buyer/Assignee may subsequently assigns its rights, title and interest under this Agreement and in and to the Property to any affiliated entity of its choosing, whereupon said assignee shall be deemed the “Buyer/Assignee” hereunder, and Buyer/Assignee shall have no further rights or obligations hereunder.
20. Survival. All of the terms, covenants, conditions, representations, warranties and agreements, contained herein shall survive the Closing and the Effective Date of this Agreement.
21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, personal representatives, successors and assigns.
22. Captions. The paragraph heading or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
23. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one of the same instrument.
24. Brokers’ Commission. Buyer/Assignee and Seller each represent and warrant to the other that it has had no dealings with any broker or finder in connection with the transaction contemplated by this Agreement or with the leasing of the Property. Buyer/Assignee and Seller will each indemnify and hold harmless the other party hereto, from and against any and all loss, cost, claim, liability, or expense (including, without limitation, attorney’s fees and disbursements) that may result from a breach of the representations and warranties set forth in this Paragraph. The provisions of this Paragraph will survive any termination of this Agreement.
25. Mediation. In the event a dispute arises between the parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the parties, the parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be selected by mutual agreement of the parties.

26. Legal Actions. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees related to such litigation. All legal actions between the parties, arising under this Agreement, shall be conducted exclusively in the Eighth District Court for the State of Utah located in Daggett County, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah. Each Party hereby waives any objection based on *forum non conveniens* or any objection to venue of any such action.
27. Governmental Records and Management Act. The Seller acknowledges that the information provided by the Buyer/Assignee to the Seller in connection with this Agreement designated as confidential shall be protected to the extent possible pursuant to GRAMA under a claim of “business confidentiality” so long as Buyer/Assignee complies with the applicable requirements in making a claim of business confidentiality under Utah Code § 63G-2-309(1)(a)(i)(A) & (B).
28. Non-Waiver of Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of any immunity, protection, or rights granted to the Seller under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et seq.*, as may be amended from time to time.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date above written.

SELLER: DAGGETT COUNTY
 REDEVELOPMENT AGENCY

By: _____
 Matt Tippetts, Manager

ASSIGNOR: JRL HOLDINGS #2, LLC

By: _____
 Jesse R. Lassley, Manager

RED STORAGE 2, LLC

By: _____
 Jesse R. Lassley, Manager

BUYER/ASSIGNEE: DJ57, LLC

By: _____
Jesse R. Lassley, Manager

Summary of Exhibits

Exhibit A – Description of Property

Exhibit B – Quit Claim Deeds

Exhibit B – Bill of Sale

1719449

EXHIBIT A
REAL PROPERTY DESCRIPTION

50 acre parcel:

BEGINNING AT A POINT BEING SOUTH 48°26'04" WEST 408.25 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN WHICH POINT IS ON THE WEST RIGHT OF WAY OF 6TH AVENUE; THENCE ALONG THE WEST RIGHT OF WAY OF 6TH AVENUE SOUTH 43°19'13" WEST 78.37 FEET TO THE SOUTH RIGHT OF WAY OF DAVIS STREET; THENCE ALONG THE SOUTH RIGHT OF WAY OF DAVIS STREET ALONG A CURVE LEFT, ARC LENGTH 39.19 FEET, RADIUS 20.00 FEET, DELTA 112°17'04", CHORD BEARING NORTH 10°03'49" WEST, CHORD LENGTH 33.22 FEET; THENCE NORTH 66°12'21" WEST 556.65 FEET; THENCE ALONG A CURVE LEFT, ARC LENGTH 31.44 FEET, RADIUS 20.00 FEET, DELTA 90°04'15", CHORD BEARING SOUTH 68°45'32" WEST, CHORD LENGTH 28.30 FEET TO THE EAST RIGHT OF WAY OF 7TH AVENUE; THENCE ALONG THE EAST RIGHT OF WAY OF 7TH AVENUE SOUTH 23°43'27" WEST 327.33 FEET TO THE NORTH RIGHT OF WAY OF SOUTH BOULEVARD; THENCE ALONG THE NORTH RIGHT OF WAY OF SOUTH BOULEVARD NORTH 74°42'02" WEST 40.44 FEET TO THE WEST RIGHT OF WAY OF 7TH AVENUE; THENCE ALONG THE WEST RIGHT OF WAY OF 7TH AVENUE NORTH 23°43'32" EAST 146.39 FEET; THENCE ALONG THE WEST RIGHT OF WAY OF 7TH AVENUE NORTH 23°43'27" EAST 261.79 FEET TO A POINT ON THE SOUTH SECTION LINE OF SAID SECTION 2, WHICH POINT IS NORTH 89°45'30" WEST 907.21 FEET FROM THE SOUTH EAST CORNER OF SAID SECTION 2; THENCE ALONG THE WEST RIGHT OF WAY OF 7TH AVENUE NORTH 23°43'27" EAST 363.22 FEET; THENCE ALONG A CURVE LEFT, ARC LENGTH 60.80 FEET, RADIUS 330.00 FEET, DELTA 10°33'22", CHORD BEARING NORTH 83°14'40" WEST, CHORD LENGTH 60.71 FEET; THENCE NORTH 88°31'20" WEST 226.38 FEET; THENCE ALONG A CURVE RIGHT, ARC LENGTH 340.20 FEET, RADIUS 870.05 FEET, DELTA 22°24'13", CHORD BEARING NORTH 77°19'12" WEST, CHORD LENGTH 338.04 FEET TO THE WEST RIGHT OF WAY OF 8TH AVENUE; THENCE ALONG THE WEST RIGHT OF WAY OF 8TH AVENUE NORTH 23°16'41" EAST 663.89 FEET; THENCE SOUTH 75°47'25" WEST 490.97 FEET; THENCE NORTH 23°30'13" WEST 344.14 FEET TO THE SOUTH RIGHT OF WAY OF LITTLE HOLE ROAD; THENCE ALONG THE SOUTH RIGHT OF WAY OF LITTLE HOLE ROAD FOR THE NEXT 9 CALLS: NORTH 66°36'28" EAST 577.15 FEET; THENCE ALONG A CURVE RIGHT, ARC LENGTH 565.38 FEET, RADIUS 666.19 FEET, DELTA 48°37'32", CHORD BEARING SOUTH 89°04'45" EAST, CHORD LENGTH 548.57 FEET; THENCE SOUTH 64°45'59" EAST 130.10 FEET; THENCE ALONG A CURVE LEFT, ARC LENGTH 108.89 FEET, RADIUS 1959.85 FEET, DELTA 3°11'00", CHORD BEARING SOUTH 66°21'29" EAST, CHORD LENGTH 108.87 FEET; THENCE SOUTH 67°56'59" EAST 455.50 FEET; THENCE ALONG A CURVE RIGHT, ARC LENGTH 192.43 FEET, RADIUS 666.19 FEET, DELTA 16°33'00", CHORD BEARING SOUTH 59°40'29" EAST, CHORD LENGTH 191.76 FEET; THENCE SOUTH 51°23'59" EAST 256.30 FEET; THENCE ALONG A CURVE LEFT, ARC LENGTH 107.49 FEET, RADIUS 1195.91 FEET, DELTA 5°09'00", CHORD BEARING SOUTH 53°58'29" EAST, CHORD LENGTH 107.46 FEET; THENCE SOUTH 56°32'59" EAST 68.94 FEET TO THE WEST RIGHT OF WAY OF 6TH AVENUE; THENCE ALONG THE WEST RIGHT OF WAY FOR THE NEXT 5 CALLS: SOUTH 51°51'01" WEST 52.83 FEET; THENCE ALONG A CURVE LEFT, ARC LENGTH 160.14 FEET, RADIUS 392.96 FEET, DELTA 23°21'00", CHORD BEARING SOUTH 40°10'31" WEST, CHORD LENGTH 159.04 FEET; THENCE SOUTH 28°30'01" WEST 227.39 FEET; THENCE NORTH 66°15'22" WEST 9.69 FEET; THENCE ALONG A CURVE RIGHT, ARC LENGTH 923.60 FEET, RADIUS 2825.79 FEET, DELTA 18°43'37", CHORD BEARING SOUTH 36°15'02" WEST, CHORD LENGTH 919.49 FEET TO THE POINT OF BEGINNING. THE BASIS OF BEARINGS IS A LINE FROM THE BRASS CAP EAST 1/16 CORNER OF SECTION 2/11, TOWNSHIP 2 NORTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN TO A BRASS CAP SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN IS ASSUMED TO BE SOUTH 89°45'30" EAST 1313.66 FEET.

(FOR INFORMATION PURPOSES ONLY CONTAINS ±50.215 ACRES.)

The following is for informational purposes only:

Tax ID No. 02-001A-1300

Tax ID No. 02-001A-1400

Tax ID No. 02-0017-0100 — COMBINED

28.499 acre parcel:

BLOCK 17, TOWNSHIP 2 NORTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN, TOWNSITE OF DUTCH JOHN.

Beginning at a point being North 42°18'38" West 235.38 feet from the Quarter Corner of Sections 1 and 12, said point being on the South right of way line of the Little Hole Road and the West right of way line of a County Road; thence South 3°33'10" East 451.94 feet along the West right of way line of said County Road to a point on the North right of way line of North Center Street; thence South 83°52'35" West 577.75 feet along the North right of way line of said North Center Street to a point on the East right of way line of North Boulevard, said point being on 336.56 foot radius curve to the left, the radius point of which bears South 78°23'44" West; thence Northwesterly through a delta angle of 101°00'22" for an arc distance of 593.32 feet, said curve having a long chord bearing and distance of North 62°06'27" West 519.42 feet along the East and North right of way line of said North Boulevard to the point of tangency; thence South 67°23'22" West 575.23 feet along the North right of way line of said North Boulevard to the beginning of a 251.48 foot radius curve to the right; thence Northwesterly through a delta angle of 99°58'20" for an arc distance of 438.79 feet, said curve having a long chord bearing and distance of North 62°37'28" West 385.21 feet along the North and East right of way line of said North Boulevard to a point on the South line of the Telephone and Television Towers property; thence leaving said right of way line and running thence North 79°21'34" East 89.12 feet; thence North 2°34'13" East 126.15 feet (Measured North 2° 30'11" East 126.11 feet to close mathematically); thence North 17°01'18" West 123.26 feet; thence South 77°33'11" West 104.55 feet to a point on the East right of way line of said North Boulevard, said point being on a 512.47 foot radius curve to the left, the radius point of which bears South 77°33'12" West; thence Northwesterly through a delta angle of 50°06'01" for an arc distance of 448.11 feet, said curve having a long chord bearing and distance of North 37°29'48" West 433.97 feet along the North right of way line of said North Boulevard to a point on the East right of way line of 6th Avenue; thence North 28°30'00" East 218.54 feet along the East right of way line of said 6th Avenue to the beginning of a 332.96 foot radius curve to the right; thence Northerly through a delta angle of 23°21'00" for an arc distance of 135.69 feet, said curve having a long chord bearing and distance of North 40°10'30" East 134.76 feet along the East right of way line of said 6th Avenue to the point of tangency; thence North 51°51'00" East 72.79 feet along the East right of way line of said 6th Avenue to a point on the South right of way line of the Little Hole Road; thence South 56°33'00" East 157.82 feet along the South right of way line of said Little Hole Road to the beginning of a 1195.91 foot radius curve to the left; thence Easterly through a delta angle of 14°12'00" for an arc distance of 296.39 feet, said curve having a long chord bearing of South 63°39'00" East 295.63 feet along the South right of way line of said Little Hole Road to the point of tangency; thence South 70°45'00" East 955.94 feet along the South right of way line of said Little Hole Road to the beginning of a 1480.68 foot radius curve to the left; thence Easterly through a delta angle of 25°08'53" for an arc distance of 649.89 feet, said curve having a long chord bearing and distance of South 83°19'27" East 644.69 feet along the South right of way line of said Little Hole Road to the point of beginning.

TAX ID NUMBER FOR PROPERTY: 02-001A-1700

54.81 acre parcel:

COMMENCING AT THE EAST 1/4 CORNER (BRASS CAP) OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°02'07" EAST 1318.96 FEET TO THE SOUTH 1/16 CORNER (BRASS CAP) OF SECTIONS 1/2, TOWNSHIP 2 NORTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 31°08'28" EAST 53.78 FEET TO THE POINT OF BEGINNING WHICH POINT IS ON THE NORTH RIGHT OF WAY OF LITTLE HOLE ROAD; THENCE NORTH 67°56'59" WEST 455.50 FEET ALONG THE NORTH RIGHT OF WAY OF LITTLE HOLE ROAD; THENCE ALONG A CURVE TO THE RIGHT, ARC LENGTH 103.33 FEET, RADIUS 1859.85 FEET, DELTA 3.18, CHORD DIRECTION NORTH 66°21'29" WEST, CHORD LENGTH 103.32 FEET ALONG THE NORTH RIGHT OF WAY OF LITTLE HOLE ROAD; THENCE NORTH 64°45'59" WEST 130.10 FEET; THENCE ALONG A CURVE LEFT, ARC LENGTH 185.22 FEET, RADIUS 766.19 FEET, DELTA 13.85°, CHORD DIRECTION NORTH 71°41'30" WEST, CHORD LENGTH 184.77 FEET ALONG THE NORTH RIGHT OF WAY OF LITTLE HOLE ROAD TO THE SOUTHEAST RIGHT OF WAY OF D70 DAGGETT COUNTY ROAD; THENCE NORTH 64°33'32" EAST 45.60 FEET ALONG THE SOUTHEAST RIGHT OF WAY OF D70 DAGGETT COUNTY ROAD; THENCE NORTH 54°54'57" EAST 411.18 FEET ALONG THE SOUTHEAST RIGHT OF WAY OF D70 DAGGETT COUNTY ROAD TO THE NORTH RIGHT OF WAY OF WILLIAMS PIPELINES; THENCE NORTH 67°20'14" WEST 41.55 FEET ALONG THE NORTH RIGHT OF WAY OF WILLIAMS PIPELINES; THENCE NORTH 65°45'40" WEST 44.26 FEET ALONG THE NORTH RIGHT OF WAY OF WILLIAMS PIPELINES; THENCE NORTH 67°15'28" WEST 245.88 FEET ALONG THE NORTH RIGHT OF WAY OF WILLIAMS PIPELINES; THENCE NORTH 0°02'07" WEST 653.12 FEET TO THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 2; THENCE NORTH 89°56'19" EAST 709.53 FEET TO THE EAST 1/4 CORNER SAID SECTION 2; THENCE NORTH 0°01'18" WEST 187.00 FEET ALONG THE EAST SECTION LINE OF THE SOUTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 2; THENCE NORTH 89°50'49" EAST 649.81 FEET TO THE WEST RIGHT OF WAY OF EQUESTRIAN LANE DAGGETT COUNTY ROAD; THENCE ALONG THE WEST RIGHT OF WAY OF EQUESTRIAN LANE DAGGETT COUNTY ROAD FOR THE NEXT 5 CALLS, SOUTH 18°22'49" EAST 1047.17 FEET, SOUTH 19°28'42" EAST 446.16 FEET, SOUTH 17°46'52" EAST 217.56 FEET, SOUTH 23°40'25" EAST 29.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF WILLIAMS PIPELINES, SOUTH 23°40'25" EAST 64.58 FEET TO THE WEST RIGHT OF WAY OF DUTCH JOHN 6TH AVENUE STREET; THENCE ALONG THE WEST AND NORTH RIGHT OF WAY OF DUTCH JOHN 6TH AVENUE STREET FOR THE NEXT 9 CALLS, SOUTH 2°32'57" WEST 41.30 FEET, SOUTH 19°00'27" WEST 83.84 FEET, SOUTH 36°41'30" WEST 90.00 FEET, SOUTH 46°53'54" WEST 99.00 FEET, SOUTH 70°51'13" WEST 59.10 FEET, NORTH 85°04'15" WEST 46.81 FEET, NORTH 77°15'42" WEST 199.29 FEET, NORTH 84°24'11" WEST 105.25 FEET, SOUTH 72°45'15" WEST 76.52 FEET TO THE NORTH RIGHT OF WAY OF LITTLE HOLE ROAD; THENCE NORTH 56°32'59" WEST 124.60 FEET ALONG THE NORTH RIGHT OF WAY OF LITTLE HOLE ROAD; THENCE ALONG A CURVE TO THE RIGHT, ARC LENGTH 98.51 FEET, RADIUS 1095.91 FEET, DELTA 5.15°, CHORD DIRECTION NORTH 53°58'29" WEST, CHORD LENGTH 98.47 FEET ALONG THE NORTH RIGHT OF WAY OF LITTLE HOLE ROAD; THENCE NORTH 51°23'59" WEST 256.30 FEET ALONG THE NORTH RIGHT OF WAY OF LITTLE HOLE ROAD; THENCE ALONG A CURVE TO THE LEFT, ARC LENGTH 221.32 FEET, RADIUS 766.19 FEET, DELTA 16.55°, CHORD DIRECTION NORTH 59°40'29" WEST, CHORD LENGTH 220.55 FEET ALONG THE NORTH RIGHT OF WAY OF LITTLE HOLE ROAD TO THE POINT OF BEGINNING.

Part of Tax Parcel Nos. 02-0017-0093 and 02-0017-0103.

EXHIBIT C

BILL OF SALE

THIS BILL OF SALE is executed and delivered as of the _____ day of _____, 2025, by JRL HOLDINGS #2, LLC and RED STORAGE 2, LLC (collectively hereinafter referred to as "Seller"), in favor of DJ57, LLC, a Utah limited liability company (hereinafter referred to as "Buyer/Assignee").

WITNESSETH

WHEREAS, contemporaneously with the execution and delivery of this Bill of Sale, Seller has assigned, transferred, sold and conveyed to Buyer/Assignee the improved real property (the "Real Property") described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, in connection with such conveyance of the Property, Seller has agreed to sell to Buyer/Assignee and Buyer/Assignee has agreed to purchase from Seller all right, title and interest of Seller in and to all contract rights, water rights, water stock, and other tangible items of personal property owned by Seller and presently affixed, attached to, placed or situated upon the Real Property and used in connection with the ownership, operation or occupancy of the Real Property (the "Personal Property").

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid at or before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, Seller hereby agrees as follows:

1. Sale and Conveyance. Seller hereby sells, transfers and conveys unto Buyer/Assignee, its successors and assigns, the Personal Property.
2. Good Title. Seller represents and warrants that it has good and marketable title to the Personal Property and such property is free of any liens and security interests and the rights and interests of others.
3. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Utah, without reference to the conflicts laws or choice of law provisions thereof.
4. Binding Effect. This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly authorized signatory as of the day and year first above written.

SELLER: JRL HOLDINGS #2, LLC

By: _____
Jesse Lassley, Manager

RED STORAGE 2, LLC

By: _____
Jesse Lassley, Manager