

WHEN RECORDED, RETURN TO:

Randall M. Larsen  
Gilmore & Bell, P.C.  
15 West South Temple, Suite 1400  
Salt Lake City, Utah 84101

Parcel No(s): T-182-A; T-3-1-11-340; T-3-1-11-330; T-3-1-11-342

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PINE VIEW PUBLIC INFRASTRUCTURE DISTRICT NO. 2  
FIRELIGHT ASSESSMENT AREA NO. 1

DESIGNATION RESOLUTION

DATED AS OF DECEMBER 19, 2025

WHEREAS, the Board of Trustees (the “Board”) of Pine View Public Infrastructure District No. 2 (the “District”), adopted a resolution on December 19, 2025, pursuant to which the Board authorized and approved the form of this Designation Resolution; and

BE IT RESOLVED by the Board of Trustees of Pine View Public Infrastructure District No. 2, as follows:

Section 1. The Board hereby determines that it will be in the best interest of the District to designate an area to finance the costs of publicly owned infrastructure, facilities or systems more specifically described in Section 4 herein, along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner (collectively, the “Improvements”). The Board hereby determines that it is in the best interest of the District to levy assessments against properties benefited by the Improvements to finance the costs of said Improvements. The Board hereby finds that pursuant to the Act, the Improvements constitute a publicly owned infrastructure, facility or system that (i) the District is authorized to provide or (ii) is necessary or convenient to enable the District to provide a service that the District is authorized to provide.

Section 2. Pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (“Utah Code”), and the Public Infrastructure District Act, Title 17D, Chapter 4 of the Utah Code (together, the “Act”), the owners (the “Owners”) of all properties to be assessed within the designated assessment area have voluntarily waived, among other things, all notice and hearing requirements, the right to contest or protest, and the right to have a board of equalization appointed as set forth in the Act, and have consented to (a) the levy of an assessment against their property for the benefits to be received from the Improvements, (b) the designation of the assessment area as herein described, (c) the financing of the Improvements by the District

through the issuance of assessment bonds, including the payment of installments over a period of not to exceed 30 years, (d) the acquisition and/or construction of the Improvements, and (e) the method and estimated amount of assessment as set forth herein in accordance with the Acknowledgment, Waiver and Consent Agreement attached hereto as Exhibit A. The properties to be assessed are identified by legal description in Exhibit B attached hereto.

Section 3. The District hereby designates an assessment area which shall be known as “Firelight Assessment Area No. 1” (the “Assessment Area”). A map and depiction of the Assessment Area is attached hereto as Exhibit C. The District received an appraisal of the unimproved property (from an appraiser who is a member of the Appraisal Institute), which was addressed to the District, verifying that the market value of the property, after completion of the Improvements, is at least three times the amount of the assessments proposed to be levied against the unimproved property.

Section 4. The Improvements shall be generally located in and around the map and depiction area attached hereto as Exhibit C. The District plans to finance the costs of publicly owned infrastructure, facilities or systems as part of an approximately 171-acre residential development (the “Development”). The District plans levy assessments to finance the Improvements within the Development. The Improvements are more particularly described as follows:

- Sewer improvements, including, but not limited to, mains, lift stations, manholes and manhole linings, sewer cleanouts, and laterals (various sizes).

- Water improvements, including, but not limited to, mains, valves, tees/crosses, bends, thrust bonds, fire hydrants, blow offs and appurtenances (various sizes).

- Roads and roadway improvements including, but not limited to, rights of way, earthwork, curbs, gutters, sidewalks, street signage, centerline monuments, conduit crossings, street striping, streetlights and mailboxes.

- Storm drain improvements, including, but not limited to, storm drain pipes, catch basins, junction boxes, inlets, culverts, cleanouts, trash racks, rip-rap and geotextile fabric.

As further engineering, costs, efficiencies, or any other issues present themselves, the District hereby reserves the right to approve reasonable changes to the allocation of expenditures described above and the location and specifications of the Improvements (but not to the Improvements) without obtaining the consent of the property owners within the Assessment Area.

Section 5. Pursuant to the Act, the Board has determined to levy assessments to pay the cost of the Improvements. The assessments are assessed against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act (and in any event the Owners have consented to such manner without reservation) and shall be payable in annual installments as set forth in the Assessment Ordinance. The District has determined that the reasonable useful life of the Improvements is at least [thirty (30) years] and that it is in the District and the Owners’ best interest for certain property owner installments to be paid for over up to thirty (30) years.

Section 6. The total acquisition and/or construction cost of the Improvements, including estimated overhead costs, administrative costs, costs of funding reserves, and debt issuance costs, is estimated at \$44,409,990, of which \$42,775,000 is anticipated to be paid by assessments to be levied against the properties within the Assessment Area to be benefited by such Improvements, which benefits need not actually increase the fair market value of the properties to be assessed. The District expects to finance the cost of the Improvements by issuing assessment bonds (the “Bonds”). The District currently estimates selling the Bonds at a true interest cost interest rate of approximately 7.20% per annum, maturing within thirty (30) years of their date of issuance. Inasmuch as bonds have not yet been issued, the District notes that the interest rate and annual payment are only as estimated and not a cap or maximum amount. It is anticipated that the reserve fund will be initially funded with proceeds of the Bonds. The estimated cost of Improvements to be assessed against the benefited properties within the Assessment Area are to be initially assessed pursuant to an equivalent residential unit (“ERU”) methodology (the “ERU Methodology”), as further described below:

| <u>Assessment</u> | <u>Assessment Methodology</u> | <u>Improvements</u>                 | <u>Assessment Per ERU</u> |
|-------------------|-------------------------------|-------------------------------------|---------------------------|
| \$42,775,000.00   | ERU Methodology               | All above-described<br>Improvements | \$75,000.00               |

Section 7. As set forth in the Assessment Ordinance, the assessment methodology may, under certain circumstances, be altered in the future.

Section 8. The Board intends to levy assessments as provided in the Act on all parcels and lots of real property within the Assessment Area to be benefited by the Improvements, and the Owners of which have executed the Acknowledgment, Waiver and Consent Agreement described in Section 2 herein. The purpose of the assessment and levy is to finance the cost of the Improvements, which the District will not assume or pay. The existing planning and zoning conditions of the District shall govern the development in the Assessment Area.

The Owners have waived the right to prepay the assessment without interest within twenty-five (25) days after the ordinance levying the assessments becomes effective. A property owner may prepay the assessment as provided in the Assessment Ordinance. The assessments shall be levied against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act, and in any case, the Owners have consented to such methodology as provided in Section 11-42-409(5) of the Act. Other payment provisions and enforcement remedies shall be in accordance with the Act.

A map of the Assessment Area and the location of the Improvements and other related information are on file in the office of the Clerk/Secretary who will make such information available to all interested persons.

Section 9. The District will collect the Assessments by directly billing each property owner rather than inclusion on a property tax notice.

Section 10. A professional engineer has prepared a “Certificate of Project Engineer,” attached hereto as Exhibit C, which, among other things, identifies the Improvements to be constructed and installed and is available upon request from the District. The findings and

determinations set forth in this Resolution are based, in part, upon said Certificate of Project Engineer.

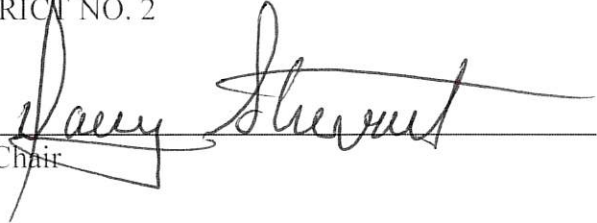
Section 11. The provisions of the Assessment Ordinance shall govern the levy, payment and applicable provisions regarding the assessments notwithstanding anything contained herein to the contrary. As required by Section 11-42-206(3) of the Act, within fifteen (15) days of the completion of this Resolution, the Clerk/Secretary shall (i) record an original or certified copy of this designation resolution with Washington County and (ii) where applicable, file with the Washington County Recorder a notice of proposed assessment.

Dated as of December 19, 2025.

PINE VIEW PUBLIC INFRASTRUCTURE  
DISTRICT NO. 2

By: \_\_\_\_\_

Chair

A handwritten signature in black ink, appearing to read "Larry Stewart", written over a horizontal line.

ATTEST:

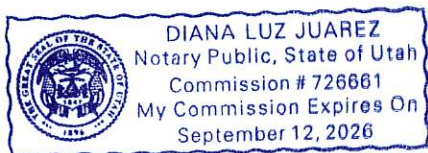
By: \_\_\_\_\_

Clerk/Secretary

A handwritten signature in blue ink, appearing to read "Larry Stewart", written over a horizontal line.

STATE OF Utah )  
 : ss.  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this Dec 19, 2025, by Darcy Stewart, the Chair of the Board of Trustees of Pine View Public Infrastructure District No. 2 (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.



[Signature]  
NOTARY PUBLIC

STATE OF Utah )  
 : ss.  
COUNTY OF Washington )

The foregoing instrument was acknowledged before me this Dec 19, 2025, by Colleen Stewart, the Clerk/Secretary of Pine View Public Infrastructure District No. 2 (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.



[Signature]  
NOTARY PUBLIC

EXHIBIT A

ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

## ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

This Acknowledgment, Waiver and Consent Agreement (this “Agreement”) is entered into December 19, 2025, by South Field Properties, LLC, a Utah limited liability company; Southstream Holdings, LLC, a Utah limited liability company; Eastcreek Holdings, LLC, a Utah limited liability company; Scott Parry, an individual; High Torq, LLC, a Utah limited liability company; Toquerville Grandeur, LLC, a Utah limited liability company; American Pension Services, Inc., Administrator for David Webb Hunter Single IRA #12922 now known as Equity Trust Company FBO David Webb Hunter IRA 200318098; American Pension Services, Inc., Administrator for Lee P. Esplin Roth IRA #11663 now known as Equity Trust Company FBO Lee Esplin Roth IRA 200321138; American Pension Services, Inc., Administrator for Lee P. Esplin IRA #12524 now known as Equity Trust Company FBO Lee P. Esplin Traditional IRA 200321726; Woodrow W. Wagner III, an individual; Sheri G. Wagner, an individual; RD & CT Holdings, LLC, a Utah limited liability company; Lee P. Esplin, in his capacity as trustee of the Donald and Ruth Esplin Revocable Trust dated November 9, 1990; Canyon Edge, LLC, a Utah limited liability company; Flint Creek, LLC, a Utah limited liability company; Murray Hunt and MaryJo Hunt, as Husband and Wife as Joint Tenants; Kent G. Frei, and Robin J. Frei, Trustees of the Kent G & Robbin J. Frei Living Trust dated December 22, 2000, restatement dated April 1, 2019; Lael Christensen, an individual; River Fay, LLC, a Utah limited liability company; Saladillo, LLC, a Utah limited liability company (collectively, the “Owner(s)”), Firelight Development Inc., a Utah corporation (the “Developer”) owns or has a contractual interest in the Subject Property and will become an Owner and has also provided the information, described below, on which the Owners are relying when signing this Agreement and therefore is a signatory to this Agreement, as such for purposes of this Agreement the Developer shall also constitute an “Owner”.

### R E C I T A L S:

1. As of the date hereof, the Owners own the real property described in Exhibit A attached hereto (the “Subject Property”), which constitutes all of the property to be assessed within the Assessment Area described herein. The respective ownership of each Owner is described in Exhibit A hereto.

2. The Owners desire that Pine View Public Infrastructure District No. 2 (the “District”) designate an assessment area pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), for purposes of constructing publicly owned infrastructure, facilities or systems along with other necessary miscellaneous improvements (the “Improvements”), as more fully described in the Assessment Ordinance (defined herein). The estimated costs of the Improvements and the beneficial allocation of cost to the properties and future lots, as described herein, have been provided by an engineer retained by the Developer, and the Developer is solely responsible for the estimates and allocation and the Owners are solely relying on the Developer’s estimates and allocation and have not done any independent research.

3. Estimated costs for the Improvements provided by an engineer retained by the Developer, including estimated overhead costs, administrative costs, costs of funding reserves, capitalized interest, and debt issuance costs, is estimated by the developer at \$44,409,990, of which \$42,775,000 shall be assessed against the properties benefited within the Assessment Area. If the Assessments and additional funding are not sufficient to complete the Improvements, the

Developer, as the Owner of the Subject Property hereby agrees to pay to complete the Improvements, including, but not limited to, an additional assessment on the Subject Property without any ability to contest such assessment.

4. Pursuant to the Act, the Board of Trustees of the District (the “Board”) has or is expected to approve (i) a Designation Resolution, a copy of which is attached hereto as Exhibit B (the “Designation Resolution”) designating an assessment area to be known as “Firelight Assessment Area No. 1” (the “Assessment Area”) and (ii) an Assessment Ordinance and Notice of Assessment Interest for the Assessment Area (the “Assessment Ordinance”), a copy of which is attached hereto as Exhibit C, which, among other things, contemplates the reallocation and adjustment of the Assessments by the District among subdivided parcels within the Assessment Area.

5. The Owners and the District desire to annex the Subject Property into the District and include the Subject Property in the Assessment Area and to expedite such process by waiving certain statutory procedures as permitted by the Act for the purpose of accelerating the financing of the Improvements.

6. The Owners hereby acknowledges the annexation of the Subject Property into the District (the “Annexation”) by means of a petition executed by the Owners and via resolution 2025-01 adopted by the District Board on the date hereof, and the inclusion of the Subject Property in the Assessment Area pursuant to the Designation Resolution and the Assessment Ordinance, and hereby waives any right to contest such Annexation, including, but not limited to, any defects or incomplete administrative steps to complete such Annexation. Furthermore, the Owners hereby agrees to cooperate with any additional consents or documentation reasonably required to affirm the Annexation.

NOW, THEREFORE, in consideration of the premises stated herein, the inclusion of the Subject Property in the Assessment Area, the acquisition, construction and installation of the Improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agrees as follows:

Section 1. Representations and Warranties of the Owners. The Owners hereby represents and warrants that:

(a) the Owners are the sole owners of the Subject Property identified as such in Exhibit A attached hereto;

(b) the Owners have taken all action necessary to execute and deliver this Agreement;

(c) the execution and delivery of this Agreement by the Owners does not conflict with, violate, or constitute on the part of the Owners a breach or violation of any of the terms and provisions of, or constitute a default under, (i) any existing constitution, law, or administrative rule or regulation, decree, order, or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement, or other instrument to which the Owners are a party or by which the Owners are or may be bound

or to which any of the property or assets of the Owners are or may be subject; or (iii) the creation and governing instruments of the Owners, if applicable;

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity by or before any court or public board or body and to which the Owners are a party, or threatened against the Owners (i) seeking to restrain or enjoin the levy or collection of the Assessments, (ii) contesting or affecting the establishment or existence of the Owners or any of their officers or employees, its assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Owners, including its power to develop the Subject Property, or (iii) wherein an unfavorable decision, ruling, or finding would adversely affect the validity or enforceability or the execution and delivery by the Owners of this Agreement;

(e) the Owners have not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Owners have not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee;

(f) the Owners are not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Owners are subject, or by which it or its properties are or may be bound, which would have a material adverse effect on the development of the Subject Property;

(g) the Owners are in compliance and will comply in all material respects with all provisions of applicable law relating to the development of the Subject Property, including applying for all necessary permits;

(h) the Owners hereby consent in all respects to the Improvements and assessment methodology as described in the Designation Resolution and Assessment Ordinance, including as provided in the Act;

(i) the assessment bonds, together with funds and loans of the Owners, will be sufficient to complete the Improvements in order to achieve finished lots as contemplated in the Appraisal Report for the District, prepared by Morley & McConkie L.C., dated December 10, 2025;

(j) the Subject Property is located in Toquerville, in Washington County, Utah, and the legal description of the Subject Property contained in the Designation Resolution, the Assessment Ordinance, and Exhibit A hereto is an accurate and complete description of the real property it is intended to describe; and

(k) the undersigned are authorized to execute and deliver this Agreement for and on behalf of the Owners.

Section 2. Acknowledgment by the Owner. The Owners, on behalf of themselves, their Affiliates, and their successors in title and assigns, hereby acknowledges and certifies that:

(a) the undersigned, on behalf of the Owners, is a duly qualified representative of the Owners with the power and authority to execute this Agreement for and on behalf of the Owners and has heretofore consulted their own counsel prior to the execution and delivery of this Agreement;

(b) the Owners have received a copy of the Designation Resolution, the Assessment Ordinance and any other information necessary to execute this Agreement;

(c) the consents set forth in Section 3 herein will benefit the Owners by expediting the assessment process and providing for the financing of the Improvements by the issuance of assessment bonds;

(d) the Assessments constitute a legal, valid and binding lien on the Subject Property;

(e) the Assessment Ordinance and the rights of the District thereunder with respect to the enforcement of the lien of the Assessments and all other conditions therein;

(f) the Owners have relied on the Developer and the Developer has provided the pertinent information to the District supporting the estimated cost of the Improvements, the allocation of Equivalent Residential Units ("ERUs") in the Assessment Area, the property descriptions and tax parcel identifications of the Subject Property and the Assessment Area and the assessment list, each as included within or attached to the Assessment Ordinance, as applicable, and the District is relying on this Agreement in order to issue its Assessment Bonds related to the Improvements;

(g) the levy of the Assessments on the Subject Property will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Owners are a party or to which its property or assets are subject;

(h) the Developer further acknowledge and agree that if for any reason the Assessments are insufficient to complete the Improvements, the Developer shall be responsible for paying any pro-rata share of additional costs required to complete the Improvements, including, but not limited to, an additional assessment on their property without any ability to contest such assessment;

(i) notwithstanding Section 11-42-206(3)(e) of the Act, the Developer has provided the legal description and tax identification number of each parcel of property within the Assessment Area and shall be responsible for any errors related to such information;

(j) the District cannot guaranty or predict the interest rates of the assessment bonds related to the Assessment Area, which will have a direct impact on the amount of the Assessments;

(k) each parcel of property (including subdivided parcels, if applicable) within the Assessment Area shall initially have an Assessment allocated by the ERU Methodology, as defined and further described in the Assessment Ordinance;

(l) the amount of the Assessment on the Subject Property reflects an equitable portion of the benefit the Subject Property will receive from the Improvements, but nevertheless, the Owners hereby consent to such Assessment as provided in Section 11-42-409(5) of the Act and acknowledges that such Assessment will be levied upon completion of the Annexation;

(m) the annexation of the Subject Property into the District has been authorized and approved by the District, but the certificate of annexation has not been received from the Utah Lieutenant Governor's office; nevertheless, the Owners enter into this Agreement and waives any defects or errors in connection with the annexation process; and

(n) the Owners have received consents to the Assessment and issuance of the assessment bonds described herein from all lienholders on the Subject Property whose consent is required.

Section 3. Consent by Owners. The Owners, on behalf of themselves, their Affiliates, and their successors in title and assigns, hereby consents to:

(a) the inclusion of the Subject Property in the Assessment Area and the designation of the Assessment Area for the purpose of financing the cost of the Improvements with assessments to be levied against properties within said Assessment Area, including the Subject Property, all as described in the Designation Resolution, the estimated costs of the Improvements, the method of assessment, and the Assessment Ordinance;

(b) the District financing the acquisition, construction and installation of the Improvements through the issuance of assessment bonds as provided in the Act;

(c) the allocation of Assessments as described in Exhibit A hereto and as further described in the Assessment Ordinance, including the number of ERUs attributable to each unit type and the levy of the Assessments upon completion of the Annexation;

(d) aggregation of all Assessments of all properties owned by the same owner (including an Affiliate of such owner) as a single unified assessment against all properties owned by the same owner, as further described in the Assessment Ordinance;

(e) in accordance with Section 2(f) above the Developer was responsible for providing the legal description and tax identification number of each parcel of property within the Assessment Area, and in the event of a shortfall described in Section 11-42-206(3)(e) of the Act, the Developer consents and agrees to be held liable for and to pay such shortfall on behalf of the District, provided that no Owner shall be relieved of any obligation to pay Assessments as a result of the Developer's failure to pay such amounts;

(f) all foreclosure remedies of the Subject Property in accordance with the Act and the Assessment Ordinance;

(g) not suing or enjoining the levy, collection, or enforcement of the Assessment levied pursuant to the Assessment Ordinance or in any manner attacking or questioning the legality of said Assessment levied within the Assessment Area pursuant to the Assessment Ordinance;

(h) the District imposing assessments to be paid in installments over a period of not to exceed thirty (30) years from the effective date of an assessment resolution;

(i) the District appointing the Foreclosure Agent, including any successor thereto, to process and carry out, on behalf of the District, any foreclosure of Assessments pursuant to the Assessment Ordinance and the indenture for the assessment bonds and the District assigning all rights of collection of delinquent Assessments to the Foreclosure Agent, as collection agent for the District; and

(j) the payment of Assessments which are not in substantially equal installments of principal or substantially equal amounts of principal and interest, and consents to the payment of Assessments in accordance with the debt service on the assessment bonds as shall be established in the indenture(s) relating to such bonds.

Section 4. Waiver. The Owners, on behalf of themselves, their Affiliates, and their successors in title and assigns, hereby waives:

(a) any and all notice and hearing requirements set forth in the Act;

(b) its rights for contesting, protesting, or challenging the legality or validity of the equitability or fairness of the Assessments, or the creation and establishing of the Assessment Area, the adopting of the Assessment Ordinance or the levy and collection of Assessments pursuant to the Assessment Ordinance, whether by notice to the District or by judicial proceedings, or by any other means, or the annexation of the Subject Property into the District;

(c) the right to have appointed by the District a board of equalization and review which would hear aggrieved property owners and recommend adjustments in assessments, if deemed appropriate, the right to a hearing before a board of equalization and review and the right to appeal from any determination of a board of equalization and review as provided in the Act;

(d) the right to pay cash for its assessment during a cash prepayment period which would otherwise extend for twenty-five (25) days after the adoption and publication of the Assessment Ordinance as provided in the Act;

(e) any right to contest its assessment, including but not limited to the 30-day contestability period provided in Section 11-42-106 of the Act;

(f) any right to contest that the Improvements qualify as a publicly owned infrastructure, system or other facility that (i) the District is authorized to provide or (ii) is necessary or convenient to enable the District to provide a service that the District is authorized to provide and the Owners further acknowledge that it has consulted with counsel regarding the same; and

(g) any other procedures that the District may be required to follow in order to designate an assessment area or to levy an assessment as described in the Designation Resolution and the Assessment Ordinance.

Section 5. Liability for Shortfall. In accordance with Section 2(f) above the Developer was responsible for providing the legal description and tax identification number of each parcel of property within the Assessment Area, in the event of a shortfall described in Section 11-42-206(3)(e) of the Act, the Developer consents and agrees to be held liable for and to pay such shortfall on behalf of the District. Notwithstanding the foregoing, provided that no Owner shall be relieved of any obligation to pay Assessments as a result of the Developer's failure to pay such amounts.

Section 6. Additional Certification. The Owners hereby agree, without qualification, to execute an additional Acknowledgement, Waiver and Consent Agreement, in substantially the same form as this Agreement, in connection with the closing of the Assessment Bonds, if requested by the District. The Developer further agrees, without qualification, to execute an additional Acknowledgement, Waiver and Consent Agreement, in substantially the same form as this Agreement, upon completion of the Annexation, if requested in writing by the District.

Section 7. Amendment. The Owners hereby acknowledge that bond counsel will rely on the representations, warranties, acknowledgments, consents, and agreements herein contained in issuing opinions relating to the levy of the assessments and the issuance of assessment bonds and consequently agrees that this Agreement may not be amended, modified, or changed without the prior written consent of the District and such bond counsel.

Section 8. Severability. The invalidity or unenforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or unenforceability.

Section 9. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

Section 10. Successors and Assigns. This Agreement shall be binding upon the Owners and its successors and assigns.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 12. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

Section 13. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Assessment Ordinance.

IN WITNESS WHEREOF, the undersigned, on behalf of the applicable Owner, has hereunto executed this Agreement as of the date first hereinabove set forth.

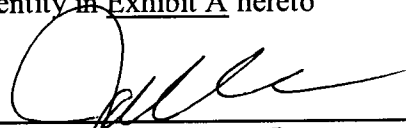
FIRELIGHT DEVELOPMENT, INC., a Utah corporation, as Developer and as anticipated purchaser of the real property attributed to such entity in Exhibit A hereto



By (print name): CLARK KELSEY

Its (print title): VICE PRESIDENT

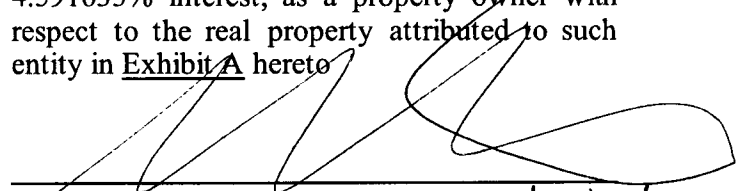
SOUTH FIELD PROPERTIES, L.L.C., a Utah limited liability company, as to an undivided 18.1775% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto



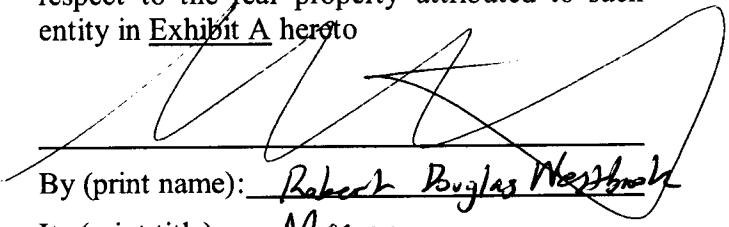
By (print name): James N. Price

Its (print title): Manager

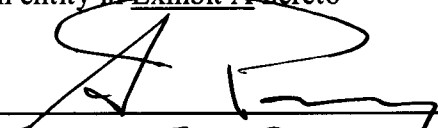
SOUTHSTREAM HOLDINGS, L.L.C., a Utah limited liability company, as to an undivided 4.591633% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

  
By (print name): Robert Douglas Westbrook  
Its (print title): Manager

EASTCREEK HOLDINGS, L.L.C, a Utah limited liability company, as to an undivided 3.8148% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

  
By (print name): Robert Douglas Messbrook  
Its (print title): Manager

SCOTT PARRY, an Individual, as to an undivided 4.18344% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

  
By (print name): Scott Parry

HIGH TORQ LLC, a Utah limited liability company, as to an undivided 2.2073% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

  
By: (print name) Julie Morgan  
Its: (print title) Manager

TOQUERVILLE GRANDEUR, LC, a Utah limited liability company, as to an undivided 16.99385% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

Rodney F. Savage

By (print name): RODNEY F. SAVAGE

Its (print title): MANAGER

See

Stephen Radmall, Manager

American Pension Services, Inc., Administrator  
for David Webb Hunter Single IRA #12922 now  
known as Equity Trust Company FBO David  
Webb Hunter IRA 200318098, as to an  
undivided 0.3160% interest, a property owner  
with respect to the real property attributed to such  
entity in Exhibit A hereto

Signed by:

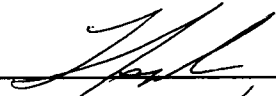
David Webb Hunter

8FE8E25088FA448

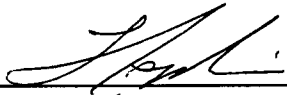
By (print name): David Webb Hunter

Its (print title): Authorized Signor

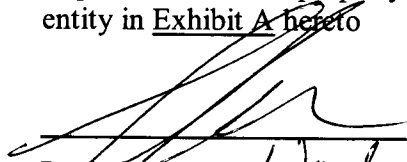
American Pension Services, Inc., Administrator  
for Lee P. Esplin Roth IRA #11663 now known  
as Equity Trust Company FBO Lee Esplin Roth  
IRA 200321138, as to an undivided 0.6390%  
interest, a property owner with respect to the real  
property attributed to such entity in Exhibit A  
hereto

  
By (print name): Lee Esplin  
Its (print title): Authorized Signer

American Pension Services, Inc., Administrator  
for Lee P. Esplin IRA #12524 now known as  
Equity Trust Company FBO Lee Esplin Roth  
Traditional IRA 200321726, as to an undivided  
0.6390% interest, a property owner with respect  
to the real property attributed to such entity in  
Exhibit A hereto

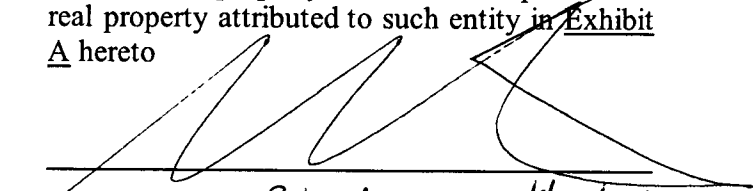
  
By (print name): LEE ESPLIN  
Its (print title): Authorized Signer

WOODROW W. WAGNER III, and SHERI G. WAGNER, as Individuals, as to an undivided 0.3487% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

  
By (print name): Woodrow W. Wagner

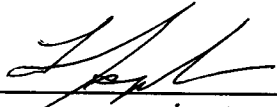
  
By (print name): Sheri G. Wagner

RD & CT HOLDINGS, LLC, a Utah limited liability company, as to an undivided 24.0630% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

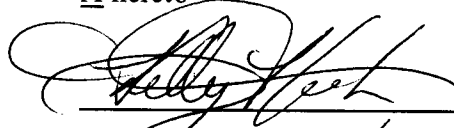
  
By (print name): Robert Douglas Westbrook

Its (print title): Manager

LEE P. ESPLIN, in his capacity as Trustee of the  
DONALD AND RUTH ESPLIN REVOCABLE  
TRUST DATED NOVEMBER 9, 1990, as to an  
undivided 1.467567% interest, as a property  
owner with respect to the real property attributed  
to such entity in Exhibit A hereto

  
By (print name): LEE ESPLIN, Trustee

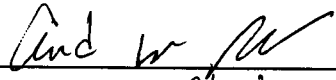
CANYON EDGE, LLC, a Utah limited liability company, as to an undivided 10.335445% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto



By (print name): KELLY HEATON

Its (print title): MANAGER

FLINT CREEK, LLC, a Utah limited liability company, as to an undivided 0.782716% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

  
By (print name): Chad W. Parker  
Its (print title): Manager

MURRAY HUNT and MARYJO HUNT as  
Husband and Wife as Joint Tenants, as to an  
undivided 0.939243% interest, as a property  
owner with respect to the real property attributed  
to such entity in Exhibit A hereto

*Murray Hunt by:*  
Rodney F. Savage, POA

By (print name): RODNEY F. SAVAGE

*Maryjo Hunt by:*  
Rodney F. Savage POA

By (print name): RODNEY F. SAVAGE

KENT G. FREI, and ROBIN J. FREI, Trustees of  
the KENT G & ROBBIN J. FREI LIVING  
TRUST DATED DECEMBER 22, 2000,  
RESTATEMENT DATED APRIL 1, 2019, as to  
an undivided 4.19913% interest, as a property  
owner with respect to the real property attributed  
to such entity in Exhibit A hereto

Kent G. Frei Trustee

By (print name): Kent G. Frei, Trustee

Robbin J. Frei Trustee

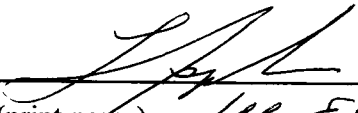
By (print name): Robbin Frei

LAEL CHRISTENSEN, an Individual, as to an undivided 0.838609% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

A handwritten signature in black ink, appearing to read 'Lael Christensen', written over a horizontal line.

By (print name): Lael Christensen

RIVER FAY, LLC, a Utah limited liability company, as to an undivided 1.281714% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

  
By (print name): LEE ESPLIN  
Its (print title): Managing member

SALADILLO, LLC, a Utah limited liability company, as to an undivided 1.281714% interest, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

  
By (print name): Lee Espin  
Its (print title): managing member

EXHIBIT A

TAX ID AND LEGAL DESCRIPTION OF PROPERTY TO BE ASSESSED

Assessment Method and Amount\*

|                           |                 |
|---------------------------|-----------------|
| <b>Total Assessment</b>   | \$42,775,000.00 |
| <b>Total ERUs</b>         | 570.33          |
| <b>Assessment Per ERU</b> | \$75,000.00     |

| <b>Type</b>   | <b>Classification</b> | <b>Quantity</b> | <b>Lien/Lot</b> | <b>ERUs Per Unit</b> | <b>Total Assessment</b> |
|---------------|-----------------------|-----------------|-----------------|----------------------|-------------------------|
| PA-6 SFR      | A                     | 143             | \$75,000        | 1.00                 | \$10,725,000            |
| PA-6 Cottage  | B                     | 207             | 58,333          | 0.78                 | 12,075,000              |
| PA-6 Townhome | C                     | 325             | 38,323          | 0.51                 | 12,455,000              |
| PA-11 SFR     | D                     | <u>94</u>       | 80,000          | 1.07                 | 7,520,000               |
| <b>TOTAL</b>  |                       | <b>769</b>      |                 |                      | <b>\$42,775,000</b>     |

\*Figures have been rounded

| <b>Parcel ID</b>                                  | <b>Classification</b> | <b>Total Assessment</b> |
|---------------------------------------------------|-----------------------|-------------------------|
| T-182-A; T-3-1-11-340; T-3-1-11-330; T-3-1-11-342 | A-D                   | \$42,775,000            |

| Parcel No(s): T-182-A; T-3-1-11-330; T-3-1-11-340; T-3-1-11-342                                                                                              |                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| OWNER                                                                                                                                                        | UNDIVIDED OWNERSHIP INTEREST PERCENTAGE |
| South Field Properties, LLC, a Utah limited liability company                                                                                                | as to an undivided 18.1775%             |
| Southstream Holdings, LLC, a Utah limited liability company                                                                                                  | as to an undivided 4.591633%            |
| Eastcreek Holdings, LLC, a Utah limited liability company                                                                                                    | as to an undivided 3.8148%              |
| Scott Parry, an individual                                                                                                                                   | as to an undivided 4.18344%             |
| High Torq, LLC, a Utah limited liability company                                                                                                             | as to an undivided 2.2073%              |
| Toquerville Grandeur, LLC, a Utah limited liability company                                                                                                  | as to an undivided 16.99385%            |
| American Pension Services, Inc., Administrator for David Webb Hunter Single IRA #12922 now known as Equity Trust Company FBO David Webb Hunter IRA 200318098 | as to an undivided 0.3160%              |
| American Pension Services, Inc., Administrator for Lee P. Esplin Roth IRA #11663 now known as Equity Trust Company FBO Lee Esplin Roth IRA 200321138         | as to an undivided 0.6390%              |
| American Pension Services, Inc., Administrator for Lee P. Esplin IRA #12524 now known as Equity Trust Company FBO Lee P. Esplin Traditional IRA 200321726    | as to an undivided 0.3485%              |
| Woodrow W. Wagner III, an individual                                                                                                                         | as to an undivided 0.3487%              |
| Sheri G. Wagner, an individual                                                                                                                               |                                         |
| RD & CT Holdings, LLC, a Utah limited liability company                                                                                                      | as to an undivided 24.0630%             |
| Lee P. Esplin, in his capacity as trustee of the Donald and Ruth Esplin Revocable Trust dated November 9, 1990                                               | as to an undivided 1.467567%            |
| Canyon Edge, LLC, a Utah limited liability company                                                                                                           | as to an undivided 10.335445%           |
| Flint Creek, LLC, a Utah limited liability company                                                                                                           | as to an undivided 0.782716%            |
| Murray Hunt and MaryJo Hunt, as Husband and Wife as Joint Tenants                                                                                            | as to an undivided 0.939243%            |
| Kent G. Frei, and Robin J. Frei, Trustees of the Kent G & Robbin J. Frei Living Trust dated December 22, 2000, restatement dated April 1, 2019               | as to an undivided 4.19913%             |
| Lael Christensen, an individual                                                                                                                              | as to an undivided 0.838609%            |
| River Fay, LLC, a Utah limited liability company                                                                                                             | as to an undivided 1.281714%            |
| Saladillo, LLC, a Utah limited liability company                                                                                                             | as to an undivided 4.471853%            |

### Legal Description

The Assessment Area is more particularly described as follows:

#### PA-6 Legal Description

Beginning at a point that lies thence North 87°32'51" West 396.99 feet along the Section Line, and South 1,423.00 feet; from the Southeast Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Running thence South 18°27'09" West 297.99 feet; thence South 01°44'23" West 239.45 feet; thence South 16°21'51" West 181.97 feet; thence South 29°55'23" West 124.76 feet; thence South 31°05'25" West 424.51 feet; thence South 18°49'04" West 576.04 feet; thence South 45°27'35" West 191.88 feet; thence South 09°05'01" East 131.22 feet; thence South 03°58'00" East 78.73 feet; thence South 03°58'00" East 111.41 feet; thence South 00°55'28" West 125.41 feet; thence South 26°09'24" West 72.51 feet; thence South 55°25'48" West 76.46 feet; thence North 89°04'32" West 125.80 feet; thence North 53°18'47" West 424.68 feet; thence North 47°43'11" West 83.06 feet; thence North 17°43'11" West 83.06 feet; thence North 82°22'15" West 254.94 feet; thence South 68°41'09" West 137.34 feet; thence South 78°47'34" West 165.00 feet; thence South 11°23'11" East 76.77 feet; thence South 22°38'06" West 128.38 feet; thence South 68°02'28" West 116.98 feet; thence South 89°30'44" West 66.71 feet; thence North 60°13'15" West 100.00 feet; thence North 25°48'51" West 60.21 feet; thence North 00°02'47" East 3,143.78 feet; thence easterly along a 780.00 foot radius non-tangent curve to the left, (center point lies North 07°20'41" East) through a central angle of 19°35'04", a distance of 266.62 feet; thence North 77°45'36" East 125.01 feet; thence easterly along a 500.00 foot radius curve to the right, (center point lies South 12°14'24" East) through a central angle of 71°27'03", a distance of 623.53 feet; thence southeasterly along a 600.00 foot radius reverse curve to the left, (center point lies North 59°12'39" East) through a central angle of 34°10'57", a distance of 357.96 feet; thence South 64°58'17" East 192.45 feet; thence South 64°58'17" East 203.87 feet; thence southeasterly along a 1,461.00 foot radius curve to the right, (center point lies South 25°01'43" West) through a central angle of 06°56'36", a distance of 177.05 feet; thence South 58°01'42" East 165.80 feet; thence South 65°35'01" East 434.70 feet to the point of beginning.

Containing 5,369,921 Square Feet or 123.28 Acres.

Basis of bearings for this description is South 87°32'51" East 2633.98' between the South Quarter Corner of Section 10 and Southeast Corner of Section 10 Township 41 South, Range 13 West, Salt Lake Base & Meridian

#### PA-11 first 94 lots Legal Description

Beginning at a point that lies North 87°32'51" West 443.80 feet along the Section Line, and North 111.59 feet from the Southeast Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Running thence North 66°16'18" East 98.45 feet; thence North 37°16'09" East 98.45 feet; thence North 34°25'22" East 149.93 feet; thence North 57°08'37" East 142.46 feet; thence North 62°57'22" East 92.57 feet; thence North 59°45'47" East 99.61 feet; thence North 63°14'45" East 102.00 feet; thence North 65°29'57" East 94.75 feet; thence North 69°38'23" East 50.60 feet; thence North 75°47'29" East 109.28 feet; thence North 84°52'52" East 98.18 feet; thence South 79°54'43" East 97.57 feet; thence South 63°43'48" East 96.65 feet; thence South

47°46'25" East 94.90 feet; thence South 37°29'45" East 102.68 feet; thence South 34°57'38" East 211.69 feet; thence South 28°53'14" East 127.20 feet; thence North 89°56'08" East 119.05 feet; thence North 64°32'54" East 69.97 feet; thence North 25°27'06" West 110.90 feet; thence South 89°58'41" East 190.80 feet to a point on the West Line of Almond Heights Park Subdivision Entry#148835 as on file with the Washington County Recorder's office; thence North 00°54'51" East along Said West Line 1,059.13 feet; thence North 89°05'20" West 86.01 feet; thence northwesterly along a 20.00 foot radius curve to the right, (center point lies North 00°54'39" East) through a central angle of 90°01'45", a distance of 31.43 feet; thence North 89°06'45" West 50.00 feet; thence southwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 89°03'36" West) through a central angle of 89°58'15", a distance of 31.41 feet; thence North 88°58'51" West 170.39 feet; thence northwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 01°47'50" East) through a central angle of 90°17'26", a distance of 31.52 feet; thence North 81°37'54" West 50.36 feet; thence southwesterly along a 20.59 foot radius non-tangent curve to the right, (center point lies South 81°17'06" West) through a central angle of 101°38'05", a distance of 36.52 feet; thence westerly along a 2,692.00 foot radius non-tangent curve to the right, (center point lies North 03°43'38" East) through a central angle of 03°48'36", a distance of 179.01 feet; thence northwesterly along a 20.00 foot radius compound curve to the right, (center point lies North 07°32'14" East) through a central angle of 87°51'35", a distance of 30.67 feet; thence North 69°46'10" West 52.25 feet; thence southwesterly along a 21.50 foot radius non-tangent curve to the right, (center point lies South 76°32'09" West) through a central angle of 110°34'37", a distance of 41.49 feet; thence North 79°38'59" West 82.54 feet; thence North 77°47'50" West 91.55 feet; thence northwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 13°10'38" East) through a central angle of 77°46'03", a distance of 27.15 feet; thence North 66°07'42" West 54.29 feet; thence southwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 89°03'20" West) through a central angle of 104°12'54", a distance of 36.38 feet; thence North 73°18'11" West 215.08 feet; thence northwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 17°06'51" East) through a central angle of 90°00'00", a distance of 31.42 feet; thence North 72°53'09" West 50.00 feet; thence southwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 72°53'09" West) through a central angle of 90°00'00", a distance of 31.42 feet; thence North 72°53'09" West 241.09 feet; thence northwesterly along a 20.00 foot radius curve to the right, (center point lies North 17°06'51" East) through a central angle of 89°06'20", a distance of 31.10 feet; thence North 63°41'11" West 60.96 feet; thence North 75°18'38" West 123.08 feet; thence South 15°13'44" West 99.26 feet; thence South 19°48'23" West 99.51 feet; thence South 21°43'31" West 99.55 feet; thence South 21°43'31" West 99.08 feet; thence South 21°43'31" West 197.48 feet; thence South 25°43'47" West 209.22 feet; thence South 35°55'02" West 158.77 feet; thence South 03°23'53" West 133.39 feet; thence South 30°01'55" East 76.28 feet; thence South 23°00'30" East 74.59 feet; thence South 12°01'33" East 42.11 feet; thence South 01°28'43" West 101.16 feet; thence South 12°18'41" West 77.08 feet; thence South 00°16'23" West 68.66 feet; thence South 19°50'28" East 68.66 feet; thence South 47°13'50" East 117.13 feet; thence South 81°53'41" East 117.13 feet to the point of beginning.

Containing 2,088,359 Square Feet or 47.94 Acres.

EXHIBIT B

DESIGNATION RESOLUTION

[Excluded from Recorded Copy]

EXHIBIT C

ASSESSMENT ORDINANCE AND NOTICE OF ASSESSMENT INTEREST

[Excluded from Recorded Copy]

## EXHIBIT B

### LEGAL DESCRIPTION AND TAX ID NUMBERS OF PROPERTIES TO BE ASSESSED

| Parcel No(s): T-182-A; T-3-1-11-340; T-3-1-11-330; T-3-1-11-342                                                                                              |                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| OWNER                                                                                                                                                        | UNDIVIDED OWNERSHIP INTEREST<br>PERCENTAGE |
| South Field Properties, LLC, a Utah limited liability company                                                                                                | as to an undivided 18.1775%                |
| Southstream Holdings, LLC, a Utah limited liability company                                                                                                  | as to an undivided 4.591633%               |
| Eastcreek Holdings, LLC, a Utah limited liability company                                                                                                    | as to an undivided 3.8148%                 |
| Scott Parry, an individual                                                                                                                                   | as to an undivided 4.18344%                |
| High Torq, LLC, a Utah limited liability company                                                                                                             | as to an undivided 2.2073%                 |
| Toquerville Grandeur, LLC, a Utah limited liability company                                                                                                  | as to an undivided 16.99385%               |
| American Pension Services, Inc., Administrator for David Webb Hunter Single IRA #12922 now known as Equity Trust Company FBO David Webb Hunter IRA 200318098 | as to an undivided 0.3160%                 |
| American Pension Services, Inc., Administrator for Lee P. Esplin Roth IRA #11663 now known as Equity Trust Company FBO Lee Esplin Roth IRA 200321138         | as to an undivided 0.6390%                 |
| American Pension Services, Inc., Administrator for Lee P. Esplin IRA #12524 now known as Equity Trust Company FBO Lee P. Esplin Traditional IRA 200321726    | as to an undivided 0.3485%                 |
| Woodrow W. Wagner III, an individual                                                                                                                         | as to an undivided 0.3487%                 |
| Sheri G. Wagner, an individual                                                                                                                               |                                            |
| RD & CT Holdings, LLC, a Utah limited liability company                                                                                                      | as to an undivided 24.0630%                |
| Lee P. Esplin, in his capacity as trustee of the Donald and Ruth Esplin Revocable Trust dated November 9, 1990                                               | as to an undivided 1.467567%               |
| Canyon Edge, LLC, a Utah limited liability company                                                                                                           | as to an undivided 10.335445%              |
| Flint Creek, LLC, a Utah limited liability company                                                                                                           | as to an undivided 0.782716%               |
| Murray Hunt and MaryJo Hunt, as Husband and Wife as Joint Tenants                                                                                            | as to an undivided 0.939243%               |
| Kent G. Frei, and Robin J. Frei, Trustees of the Kent G & Robbin J. Frei Living Trust dated December 22, 2000, restatement dated April 1, 2019               | as to an undivided 4.19913%                |
| Lael Christensen, an individual                                                                                                                              | as to an undivided 0.838609%               |
| River Fay, LLC, a Utah limited liability company                                                                                                             | as to an undivided 1.281714%               |
| Saladillo, LLC, a Utah limited liability company                                                                                                             | as to an undivided 4.471853%               |

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### PA-6 Legal Description

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### PA-11 first 94 lots Legal Description

Beginning at a point that lies North 87°32'51" West 443.80 feet along the Section Line, and North 111.59 feet from the Southeast Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base and Meridian; Running thence North 66°16'18" East 98.45 feet; thence North 37°16'09" East 98.45 feet; thence North 34°25'22" East 149.93 feet; thence North 57°08'37" East 142.46 feet; thence North 62°57'22" East 92.57 feet; thence North 59°45'47" East 99.61 feet; thence North 63°14'45" East 102.00 feet; thence North 65°29'57" East 94.75 feet; thence North 69°38'23" East 50.60 feet; thence North 75°47'29" East 109.28 feet; thence North 84°52'52" East 98.18 feet; thence South 79°54'43" East 97.57 feet; thence South 63°43'48" East 96.65 feet; thence South 47°46'25" East 94.90 feet; thence South 37°29'45" East 102.68 feet; thence South 34°57'38" East 211.69 feet; thence South 28°53'14" East 127.20 feet; thence North 89°56'08" East 119.05 feet;

thence North 64°32'54" East 69.97 feet; thence North 25°27'06" West 110.90 feet; thence South 89°58'41" East 190.80 feet to a point on the West Line of Almond Heights Park Subdivision Entry#148835 as on file with the Washington County Recorder's office; thence North 00°54'51" East along Said West Line 1,059.13 feet; thence North 89°05'20" West 86.01 feet; thence northwesterly along a 20.00 foot radius curve to the right, (center point lies North 00°54'39" East) through a central angle of 90°01'45", a distance of 31.43 feet; thence North 89°06'45" West 50.00 feet; thence southwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 89°03'36" West) through a central angle of 89°58'15", a distance of 31.41 feet; thence North 88°58'51" West 170.39 feet; thence northwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 01°47'50" East) through a central angle of 90°17'26", a distance of 31.52 feet; thence North 81°37'54" West 50.36 feet; thence southwesterly along a 20.59 foot radius non-tangent curve to the right, (center point lies South 81°17'06" West) through a central angle of 101°38'05", a distance of 36.52 feet; thence westerly along a 2,692.00 foot radius non-tangent curve to the right, (center point lies North 03°43'38" East) through a central angle of 03°48'36", a distance of 179.01 feet; thence northwesterly along a 20.00 foot radius compound curve to the right, (center point lies North 07°32'14" East) through a central angle of 87°51'35", a distance of 30.67 feet; thence North 69°46'10" West 52.25 feet; thence southwesterly along a 21.50 foot radius non-tangent curve to the right, (center point lies South 76°32'09" West) through a central angle of 110°34'37", a distance of 41.49 feet; thence North 79°38'59" West 82.54 feet; thence North 77°47'50" West 91.55 feet; thence northwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 13°10'38" East) through a central angle of 77°46'03", a distance of 27.15 feet; thence North 66°07'42" West 54.29 feet; thence southwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 89°03'20" West) through a central angle of 104°12'54", a distance of 36.38 feet; thence North 73°18'11" West 215.08 feet; thence northwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 17°06'51" East) through a central angle of 90°00'00", a distance of 31.42 feet; thence North 72°53'09" West 50.00 feet; thence southwesterly along a 20.00 foot radius non-tangent curve to the right, (center point lies North 72°53'09" West) through a central angle of 90°00'00", a distance of 31.42 feet; thence North 72°53'09" West 241.09 feet; thence northwesterly along a 20.00 foot radius curve to the right, (center point lies North 17°06'51" East) through a central angle of 89°06'20", a distance of 31.10 feet; thence North 63°41'11" West 60.96 feet; thence North 75°18'38" West 123.08 feet; thence South 15°13'44" West 99.26 feet; thence South 19°48'23" West 99.51 feet; thence South 21°43'31" West 99.55 feet; thence South 21°43'31" West 99.08 feet; thence South 21°43'31" West 197.48 feet; thence South 25°43'47" West 209.22 feet; thence South 35°55'02" West 158.77 feet; thence South 03°23'53" West 133.39 feet; thence South 30°01'55" East 76.28 feet; thence South 23°00'30" East 74.59 feet; thence South 12°01'33" East 42.11 feet; thence South 01°28'43" West 101.16 feet; thence South 12°18'41" West 77.08 feet; thence South 00°16'23" West 68.66 feet; thence South 19°50'28" East 68.66 feet; thence South 47°13'50" East 117.13 feet; thence South 81°53'41" East 117.13 feet to the point of beginning.

Containing 2,088,359 Square Feet or 47.94 Acres.

EXHIBIT C

CERTIFICATE OF PROJECT ENGINEER INCLUDING MAP AND DEPICTION OF  
BOUNDARY OF THE ASSESSMENT AREA  
AND LOCATION OF IMPROVEMENTS

## CERTIFICATE OF PROJECT ENGINEER

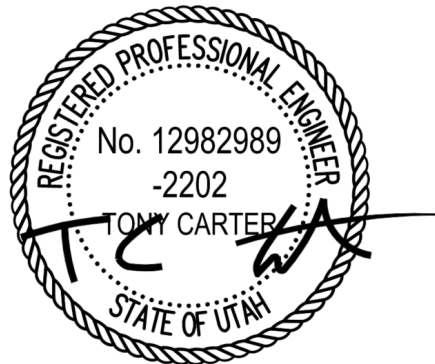
The undersigned project engineer for the Firelight Assessment Area No. 1 (the "Assessment Area") hereby certifies as follows:

1. I am a professional engineer engaged by the Pine View Public Infrastructure District No. 2 to perform the necessary engineering services to determine the costs of the proposed infrastructure improvements benefitting property within the Assessment Area.

2. The estimated costs of the improvements to be acquired, constructed and/or installed benefitting property within the Assessment Area are set forth in the attachment hereto. Said estimated costs are based on a review of construction contracts, quotes and preliminary engineering estimates for the type and location of said proposed improvements as of the date hereof. The proposed improvements, besides asphalt, have a weighted average useful life of not less than 20 years. Asphalt improvements have a weighted average useful life of not less than 10 to 20 years with minor maintenance.

By: TC HA

Date: December 15, 2025



ATTACHMENT



## PID 2 (PA-6) Engineer Estimate

Date: 12/10/2025  
Estimate Version: 1  
By: TC

### Estimate Summary

| Category/Description                             | Amount                 | Notes/Comments |
|--------------------------------------------------|------------------------|----------------|
| General                                          | \$717,200.00           |                |
| Earthwork and Walls                              | \$627,945.50           |                |
| Concrete                                         | \$4,731,709.00         |                |
| Asphalt                                          | \$3,758,787.00         |                |
| Water                                            | \$3,509,433.50         |                |
| Irrigation                                       | \$2,763,940.00         |                |
| Sanitary Sewer                                   | \$2,824,705.00         |                |
| Storm Drain                                      | \$539,110.00           |                |
| Signing & Striping                               | \$101,250.00           |                |
| Reimbursable Cost from PID #2                    | \$4,746,988.76         |                |
| <b>Total Estimated Public Improvement Cost =</b> | <b>\$24,321,068.76</b> |                |
| <b>10% Contingency =</b>                         | <b>\$2,432,106.88</b>  |                |
| <b>Grand Total w/ Contingency =</b>              | <b>\$26,753,175.64</b> |                |

### Notes/Assumptions:

1. Quantities are based on Firelight PA-6 MPDO Final Site Plan.
2. Quantities are preliminary and are subject to change until final design and construction drawings are approved.
3. Unit prices obtained from historical bid pricing data currently available.
4. Estimate includes public improvement costs only. All other soft costs are excluded from this estimate.
5. Estimate assumes 20% contingency due to the preliminary nature of the available design information.
6. Reimbursable costs refer to expenses initially covered by the developer, for which supporting documentation can be provided by the developer. American Land Consulting and Engineering was notified of this via email from Stephen Wood on December 4, 2025.



## PID 2 (PA-6) Engineer Estimate

Date: 12/10/2025  
Estimate Version: 1  
By: TC

| Description                         | Qty     | Unit   | Unit Price | Line Total            | Notes/Comments                                    |
|-------------------------------------|---------|--------|------------|-----------------------|---------------------------------------------------|
| <b>General</b>                      |         |        |            |                       |                                                   |
| Engineering Services                | 676     | lots   | \$900.00   | \$608,400.00          |                                                   |
| Class I Survey Monument             | 49      | each   | \$850.00   | \$41,650.00           |                                                   |
| Class II Survey Monument            | 79      | each   | \$850.00   | \$67,150.00           |                                                   |
| <b>General Subtotal</b>             |         |        |            | <b>\$717,200.00</b>   |                                                   |
| <b>Earthwork and Walls</b>          |         |        |            |                       |                                                   |
| Cut/Fill in Right of Way            | 179413  | cu yds | \$3.50     | \$627,945.50          | Cut: 179,413 CY; Fill: 145,770 CY; Net: 33,643 CY |
| <b>Earthwork and Walls Subtotal</b> |         |        |            | <b>\$627,945.50</b>   |                                                   |
| <b>Concrete</b>                     |         |        |            |                       |                                                   |
| HB30-7 Curb and Gutter              | 59343   | ft     | \$24.50    | \$1,453,903.50        |                                                   |
| Concrete Sidewalk                   | 324683  | sq ft  | \$8.50     | \$2,759,805.50        |                                                   |
| Standard Handicap Ramp              | 124     | each   | \$2,500.00 | \$310,000.00          |                                                   |
| 6' Cross Gutter                     | 32      | each   | \$6,500.00 | \$208,000.00          |                                                   |
| <b>Concrete Subtotal</b>            |         |        |            | <b>\$4,731,709.00</b> |                                                   |
| <b>Asphalt</b>                      |         |        |            |                       |                                                   |
| 10' Asphalt Trail Section           | 110050  | sq ft  | \$3.00     | \$330,150.00          |                                                   |
| 2.5" Asphalt over 6" ABC            | 1142879 | sq ft  | \$3.00     | \$3,428,637.00        |                                                   |
| <b>Asphalt Subtotal</b>             |         |        |            | <b>\$3,758,787.00</b> |                                                   |
| <b>Water</b>                        |         |        |            |                       |                                                   |
| Connect to Existing 8" Water Line   | 2       | each   | \$2,500.00 | \$5,000.00            |                                                   |
| 3/4" Water Service                  | 676     | each   | \$1,850.00 | \$1,250,600.00        |                                                   |
| 8" PVC C-900 Water Line             | 31703   | ft     | \$44.50    | \$1,410,783.50        |                                                   |



## PID 2 (PA-6) Engineer Estimate

Date: 12/10/2025  
Estimate Version: 1  
By: TC

| Description                              | Qty   | Unit | Unit Price | Line Total     | Notes/Comments |
|------------------------------------------|-------|------|------------|----------------|----------------|
| 8" Water Valve                           | 139   | each | \$3,250.00 | \$451,750.00   |                |
| 8" Stub and Cap                          | 4     | each | \$2,200.00 | \$8,800.00     |                |
| Standard Fire Hydrant and Valve Assembly | 51    | each | \$7,500.00 | \$382,500.00   |                |
| Concrete Water Valve Collar              | 139   | each | \$0.00     | \$0.00         |                |
| Water Subtotal                           |       |      |            | \$3,509,433.50 |                |
| Irrigation                               |       |      |            |                |                |
| Connect to Existing 6" Water Line        | 2     | each | \$2,500.00 | \$5,000.00     |                |
| 1" Irrigation Service                    | 676   | each | \$1,850.00 | \$1,250,600.00 |                |
| 6" PVC C-900 Irrigation Line             | 31724 | ft   | \$35.00    | \$1,110,340.00 |                |
| 6" Irrigation Valve                      | 139   | each | \$2,800.00 | \$389,200.00   |                |
| 6" Irrigation Stub and Cap               | 4     | each | \$2,200.00 | \$8,800.00     |                |
| Concrete Irrigation Valve Collar         | 139   | each | \$0.00     | \$0.00         |                |
| Irrigation Subtotal                      |       |      |            | \$2,763,940.00 |                |
| Sanitary Sewer                           |       |      |            |                |                |
| Connect to Existing Sewer Manhole        | 4     | each | \$3,300.00 | \$13,200.00    |                |
| 8" SDR-35 Sewer Line                     | 21109 | ft   | \$45.00    | \$949,905.00   |                |
| Sewer Lateral Service                    | 676   | each | \$1,850.00 | \$1,250,600.00 |                |
| 60" Standard Sewer Manhole               | 94    | each | \$6,500.00 | \$611,000.00   |                |
|                                          | 94    | each | \$0.00     | \$0.00         |                |
| Sanitary Sewer Subtotal                  |       |      |            | \$2,824,705.00 |                |
| Storm Drain                              |       |      |            |                |                |
| 24" H.D.P.E Storm Drain Pipe             | 5758  | ft   | \$45.00    | \$259,110.00   |                |



## PID 2 (PA-6) Engineer Estimate

Date: 12/10/2025  
Estimate Version: 1  
By: TC

| Description                                   | Qty | Unit | Unit Price     | Line Total            | Notes/Comments |
|-----------------------------------------------|-----|------|----------------|-----------------------|----------------|
| Curb Inlet Double Catch Basin                 | 35  | each | \$8,000.00     | \$280,000.00          |                |
| <b>Storm Drain Subtotal</b>                   |     |      |                | <b>\$539,110.00</b>   |                |
|                                               |     |      |                |                       |                |
| <b>Signing &amp; Striping</b>                 |     |      |                |                       |                |
| Standard Street Sign                          | 53  | each | \$750.00       | \$39,750.00           |                |
| Standard Stop Sign                            | 50  | each | \$750.00       | \$37,500.00           |                |
| Roundabout Signs                              | 32  | ft   | \$750.00       | \$24,000.00           |                |
| <b>Signing &amp; Striping Subtotal</b>        |     |      |                | <b>\$101,250.00</b>   |                |
|                                               |     |      |                |                       |                |
| <b>Reimbursable Cost from PID #2</b>          |     |      |                |                       |                |
| Westfield Road Engineering & Grading          | 1   | lump | \$253,356.19   | \$253,356.19          |                |
| Bypass Road Design                            | 1   | lump | \$857,746.21   | \$857,746.21          |                |
| Parkway Excavation                            | 1   | lump | \$1,094,932.00 | \$1,094,932.00        |                |
| Sewer Master Plan                             | 1   | lump | \$559,443.30   | \$559,443.30          |                |
| Water Tank                                    | 1   | lump | \$516,911.48   | \$516,911.48          |                |
| PA-6 Public Utility & Road Engineering        | 1   | lump | \$115,347.37   | \$115,347.37          |                |
| PA-11 Public Utility & Road Engineering       | 1   | lump | \$231,095.83   | \$231,095.83          |                |
| Land for Road & Sewer                         | 1   | lump | \$880,219.50   | \$880,219.50          |                |
| Parkway Land Acquisition                      | 1   | lump | \$58,066.88    | \$58,066.88           |                |
| Westfield Road Land Acquisition               | 1   | lump | \$179,870.00   | \$179,870.00          |                |
| <b>Reimbursable Cost from PID #2 Subtotal</b> |     |      |                | <b>\$4,746,988.76</b> |                |
|                                               |     |      |                |                       |                |



# Firelight

## PID 2 (PA-11 94 lots) Engineer Estimate

Date: 10/17/2025

Estimate Version: 1

By: TC

### Estimate Summary

| Category/Description                             | Amount                | Notes/Comments |
|--------------------------------------------------|-----------------------|----------------|
| General                                          | \$33,150.00           |                |
| Earthwork and Walls                              | \$83,020.00           |                |
| Concrete                                         | \$1,460,993.00        |                |
| Asphalt                                          | \$1,386,909.00        |                |
| Water                                            | \$971,471.00          |                |
| Irrigation                                       | \$677,560.00          |                |
| Sanitary Sewer                                   | \$970,710.00          |                |
| Storm Drain                                      | \$451,250.00          |                |
| Other Utilities                                  | \$564,000.00          |                |
| Signing & Striping                               | \$26,250.00           |                |
| <b>Total Estimated Public Improvement Cost =</b> | <b>\$6,625,313.00</b> |                |
| <b>20% Contingency =</b>                         | <b>\$1,325,062.60</b> |                |
| <b>Grand Total w/ Contingency =</b>              | <b>\$7,950,375.60</b> |                |

### Notes/Assumptions:

1. Quantities are based on Firelight PA-11 MPDO Final Site Plan.
2. Quantities are preliminary and are subject to change until final design and construction drawings are approved.
3. Unit prices obtained from historical bid pricing data currently available.
4. Estimate includes public improvement costs only. All other soft costs are excluded from this estimate.
5. Estimate assumes 20% contingency due to the preliminary nature of the available design information.



## PID 2 (PA-11 94 lots) Engineer Estimate

Date: 10/17/2025  
Estimate Version: 1  
By: TC

| Description                         | Qty    | Unit   | Unit Price | Line Total            | Notes/Comments |
|-------------------------------------|--------|--------|------------|-----------------------|----------------|
| <b>General</b>                      |        |        |            |                       |                |
| Class I Survey Monument             | 14     | each   | \$850.00   | \$11,900.00           |                |
| Class II Survey Monument            | 25     | each   | \$850.00   | \$21,250.00           |                |
| <b>General Subtotal</b>             |        |        |            | <b>\$33,150.00</b>    |                |
| <b>Earthwork and Walls</b>          |        |        |            |                       |                |
| Cut/Fill in Right of Way            | 23720  | cu yds | \$3.50     | \$83,020.00           |                |
| <b>Earthwork and Walls Subtotal</b> |        |        |            | <b>\$83,020.00</b>    |                |
| <b>Concrete</b>                     |        |        |            |                       |                |
| HB30-7 Curb and Gutter              | 17746  | ft     | \$24.50    | \$434,777.00          |                |
| Concrete Sidewalk                   | 94496  | sq ft  | \$8.50     | \$803,216.00          |                |
| Standard Handicap Ramp              | 45     | each   | \$2,500.00 | \$112,500.00          |                |
| 6' Cross Gutter                     | 17     | each   | \$6,500.00 | \$110,500.00          |                |
| <b>Concrete Subtotal</b>            |        |        |            | <b>\$1,460,993.00</b> |                |
| <b>Asphalt</b>                      |        |        |            |                       |                |
| 10' Asphalt Trail Section           | 24644  | sq ft  | \$3.00     | \$73,932.00           |                |
| 2.5" Asphalt over 6" ABC            | 437659 | sq ft  | \$3.00     | \$1,312,977.00        |                |
| <b>Asphalt Subtotal</b>             |        |        |            | <b>\$1,386,909.00</b> |                |
| <b>Water</b>                        |        |        |            |                       |                |
| Connect to Existing 8" Water Line   | 1      | each   | \$2,500.00 | \$2,500.00            |                |
| 3/4" Water Service                  | 94     | each   | \$1,850.00 | \$173,900.00          |                |
| 8" PVC C-900 Water Line             | 9678   | ft     | \$44.50    | \$430,671.00          |                |
| 8" Water Valve                      | 52     | each   | \$3,250.00 | \$169,000.00          |                |



## PID 2 (PA-11 94 lots) Engineer Estimate

Date: 10/17/2025  
Estimate Version: 1  
By: TC

| Description                              | Qty   | Unit | Unit Price | Line Total   | Notes/Comments |
|------------------------------------------|-------|------|------------|--------------|----------------|
| 8" Stub and Cap                          | 7     | each | \$2,200.00 | \$15,400.00  |                |
| Standard Fire Hydrant and Valve Assembly | 24    | each | \$7,500.00 | \$180,000.00 |                |
| Water Subtotal                           |       |      |            | \$971,471.00 |                |
| Irrigation                               |       |      |            |              |                |
| Connect to Existing 6" Water Line        | 1     | each | \$2,500.00 | \$2,500.00   |                |
| 1" Irrigation Service                    | 95    | each | \$1,850.00 | \$175,750.00 |                |
| 6" PVC C-900 Irrigation Line             | 9666  | ft   | \$35.00    | \$338,310.00 |                |
| 6" Irrigation Valve                      | 52    | each | \$2,800.00 | \$145,600.00 |                |
| 6" Irrigation Stub and Cap               | 7     | each | \$2,200.00 | \$15,400.00  |                |
| Irrigation Subtotal                      |       |      |            | \$677,560.00 |                |
| Sanitary Sewer                           |       |      |            |              |                |
| Connect to Existing Sewer Manhole        | 1     | each | \$3,300.00 | \$3,300.00   |                |
| 8" SDR-35 Sewer Line                     | 11278 | ft   | \$45.00    | \$507,510.00 |                |
| Sewer Lateral Service                    | 94    | each | \$1,850.00 | \$173,900.00 |                |
| 60" Standard Sewer Manhole               | 44    | each | \$6,500.00 | \$286,000.00 |                |
| Sanitary Sewer Subtotal                  |       |      |            | \$970,710.00 |                |
| Storm Drain                              |       |      |            |              |                |
| 24" H.D.P.E Storm Drain Pipe             | 4450  | ft   | \$45.00    | \$200,250.00 |                |
| Curb Inlet Single Catch Basin            | 18    | each | \$5,500.00 | \$99,000.00  |                |
| Curb Inlet Double Catch Basin            | 19    | each | \$8,000.00 | \$152,000.00 |                |
| Storm Drain Subtotal                     |       |      |            | \$451,250.00 |                |
| Other Utilities                          |       |      |            |              |                |



# Firelight

## PID 2 (PA-11 94 lots) Engineer Estimate

Date: 10/17/2025

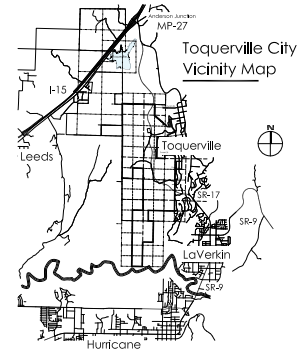
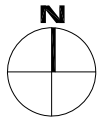
Estimate Version: 1

By: TC

| Description                 | Qty | Unit | Unit Price | Line Total   | Notes/Comments |
|-----------------------------|-----|------|------------|--------------|----------------|
| Gas                         | 94  | each | \$1,000.00 | \$94,000.00  |                |
| Power                       | 94  | each | \$5,000.00 | \$470,000.00 |                |
| Other Utilities Subtotal    |     |      |            | \$564,000.00 |                |
| Signing & Striping          |     |      |            |              |                |
| Standard Street Sign        | 18  | each | \$750.00   | \$13,500.00  |                |
| Standard Stop Sign          | 17  | each | \$750.00   | \$12,750.00  |                |
| Signing & Striping Subtotal |     |      |            | \$26,250.00  |                |

WATER TANK IMPROVEMENT

WATER TANK



ROADWAY & SEWER IMPROVEMENT

TRAILS & STAIRCASE IMPROVEMENT

IMPROVEMENT AREA

ROADWAY IMPROVEMENT

IMPROVEMENT AREA

to Zion

