

ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

This Acknowledgment, Waiver and Consent Agreement (this “Agreement”) is entered into January 22, 2026 by Northpoint Innovation, LLC, a Utah limited liability company (the “Owner”).

R E C I T A L S:

1. As of the date hereof, the Owner owns the real property described in Exhibit A attached hereto as property within the Assessment Area (the “Subject Property”), which, upon the amendments proposed in the Designation Resolution (defined herein) shall constitute all of the property assessed within the Assessment Area described herein.

2. The Owner acknowledges that the Northpoint Infrastructure Financing District (the “District”) has previously designated 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).

3. Estimated costs for the Improvements, including estimated overhead costs, administrative costs, costs of funding reserves, capitalized interest, and debt issuance costs, is estimated at \$21,101,000, all of which shall be assessed against the properties benefited within the Assessment Area. The Owner anticipates using other funding to complete the remainder of the Improvements. If the Assessments and additional funding are not sufficient to complete the Improvements, the Owner hereby agrees to pay to complete the Improvements, including, but not limited to, an additional assessment on the Owner’s property without any ability to contest such assessment.

4. Pursuant to the Act, the Board of Trustees of the District (the “Board”) has previously approved (i) a Designation Resolution, to be recorded on the records of Salt Lake County, Utah (the “County”) (the “Original Designation Resolution”) designating an assessment area known as the “Northpoint Assessment Area” (the “Assessment Area”) and (ii) an Assessment Ordinance for the Assessment Area (the “Original Assessment Ordinance”), to be recorded on the records of the County, which, among other things, contemplates the reallocation and adjustment of the Assessments by the District among subdivided parcels within the Assessment Area.

5. The District and the Owner desire to amend the Original Designation Resolution pursuant to a First Amendment to Designation Resolution (the “First Amendment to Designation Resolution” and together with the Original Designation Resolution, the “Designation Resolution”), a copy of which is attached hereto as Exhibit B, in order to amend the developable acreage within the Assessment Area and other related changes.

6. The District and the Owner desire to amend the Original Assessment Ordinance pursuant to a First Amendment to Assessment Ordinance (the “First Amendment to Assessment Ordinance” and together with the Original Assessment Ordinance, the “Assessment Ordinance”), a copy of which is attached hereto as Exhibit C, in order to update the amount to be assessed and the allocation of the Assessments (including to account for changes in the developable acreage

within the Assessment Area), and certain other changes related thereto and to the issuance of the Assessment Bonds.

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 Owner hereby agrees as follows:

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

(a) the Owner is the owner of the Subject Property identified as such in Exhibit A attached hereto;

(b) the Owner has taken all action necessary to execute and deliver this Agreement;

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate, or constitute on the part of the Owner 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 Owner is a party or by which the Owner is or may be bound or to which any of the property or assets of the Owner are or may be subject; or (iii) the creation and governing instruments of the Owner, 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 Owner is a party, or threatened against the Owner (i) seeking to restrain or enjoin the levy or collection of the Assessments, (ii) contesting or affecting the establishment or existence, of the Owner or any of its officers or employees, its assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Owner, 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 Owner of this Agreement;

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

(g) the Owner is 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 Owner hereby consents 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 loans and funds of the Owner and lot sale proceeds, will be sufficient to complete the Improvements in order to achieve finished lots as contemplated in the Appraisal Report for Northpoint Infrastructure Financing District, as prepared by Colliers International Valuation & Advisory Services dated January 14, 2026;

(j) the Subject Property is located in Salt Lake 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 Owner.

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

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

(b) the Owner has received a copy of the Original Designation Resolution, the Original Assessment Ordinance, the First Amendment to Designation Resolution, and the First Amendment to Assessment Ordinance and any other information necessary to execute this Agreement;

(c) the consents set forth in Section 3 herein will benefit the Owner 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 Owner has provided the pertinent information supporting the estimated cost of the Improvements, the allocation of total developable acres in the Assessment Area, the property description and tax parcel identifications of the Subject Property and the

Assessment Area and the assessment list attached to the Assessment Ordinance, 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 Owner is a party or to which its property or assets are subject;

(h) the Owner further acknowledges and agrees that if for any reason the Assessments are insufficient to complete the Improvements, the property owners within the Assessment Area may 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 Owner 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, 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 Developable Acreage Methodology, as defined and further described in the Assessment;

(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 Owner hereby consents to such Assessment as provided in Section 11-42-409(5) of the Act; and

(m) the Owner has received consent 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 Owner. The Owner, on behalf of itself, its Affiliates, and its 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 the Assessment Bonds;

(c) the Designation Resolution and the Assessment Ordinance, including the First Amendment to Designation Resolution and the First Amendment to Assessment Ordinance, respectively;

(d) the allocation of Assessments as described in Exhibit A hereto and as further described in the Assessment Ordinance, including the total developable acres attributable Assessment area;

(e) 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;

(f) in accordance with Section 2(f) above the Owner 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 Owner consents and agrees (i) to be held liable for and (ii) to pay such shortfall on behalf of the District;

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

(h) 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, or the issuance of the Assessment Bonds;

(i) the District imposing assessments to be paid in installments over a period of not to exceed thirty (30) years from the effective date of the Assessment Ordinance;

(j) 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

(k) 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 Owner, on behalf of itself, its Affiliates, and its 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 and the amendments thereto contemplated by the First Amendment to

Designation Resolution, 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;

(c) its rights 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 Owner further acknowledges that they have consulted with counsel regarding the same;

(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; and

(h) the right to determine that any developable acreage within the Assessment Area, as identified in the Assessment Ordinance, shall be deemed non-developable for assessment purposes, notwithstanding any subsequent determination or entitlement to the contrary.

Section 5. Amendment. The Owner hereby acknowledges 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 6. Severability. The invalidity or un-enforceability 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 un-enforceability.

Section 7. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

Section 8. Successors and Assigns. This Agreement shall be binding upon the Owner and its successors and assigns.

Section 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 10. 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 11. 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 Owner, has hereunto executed this Agreement as of the date first hereinabove set forth.

OWNER:

NORTHPOINT INNOVATION, LLC, a Utah limited liability company, by OCC Pursuits, LLC a Delaware limited liability company, its Manager, as a property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: _____

Name: _____

Its: _____

EXHIBIT A

ASSESSMENT LIST AND LEGAL DESCRIPTION

Assessment Method and Amount*

Methodology	Total Developable Acres	Assessment Per Developable Acre	Total Assessment
Per Developable Acre	70.18	\$300,669.71	\$21,101,000.00

Parcels to be Assessed*

Parcel ID Number	Owner Entity	Acreage	Developable Acreage	Total Assessment
08-09-476-033-0000	NORTHPOINT INNOVATION, LLC	39.36	27.84	\$8,370,644.63
08-09-276-026-0000	NORTHPOINT INNOVATION, LLC	30.84	29.83	8,968,977.34
08-10-100-003-0000	NORTHPOINT INNOVATION, LLC	17.62	6.81	2,047,560.70
08-09-276-020-0000	NORTHPOINT INNOVATION, LLC	4.98	3.65	1,097,444.43
08-09-276-021-0000	NORTHPOINT INNOVATION, LLC	2.33	2.05	616,372.90
Total		95.13	70.18	\$21,101,000.00

* Figures have been rounded.

Legal Description

The Assessment Area is more particularly described as follows:

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, AND THE WEST HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SECTION LINE AND AN OLD EXISTING FENCE DESCRIBED IN THAT BOUNDARY LINE AGREEMENT RECORDED DECEMBER 7, 2001 AS ENTRY NO. 8085325 IN BOOK 8538, AT PAGE 5535 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, WHICH IS 923.76 FEET N. 00°35'43" E. ALONG A MONUMENT LINE FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE N. 89°36'36" W. 123.29 FEET ALONG SAID OLD EXISTING FENCE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT TO A FOUND RED REBAR AND CAP STAMPED "LS 4265, R.S. INC." MARKING AN EXISTING BOUNDARY LINE AGREEMENT RECORDED DECEMBER 7, 2001 AS ENTRY NO. 8085326 IN BOOK 8538, AT PAGE 5539 IN THE OFFICE OF SAID RECORDER AND SHOWN ON THAT SURVEY PLAT FILED AS S2012-04-0126 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR; THENCE N.

89°26'53" W. 85.98 FEET ALONG SAID OLD EXISTING FENCE; THENCE NORTH 455.43 FEET; THENCE N. 10°24'59" E. 258.08 FEET TO A POINT OF NON-TANGENCY WITH A 2,271.85 - FOOT RADIUS CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY (RADIUS POINT BEARS S. 68°03'56" E.): THENCE NORTHEASTERLY 341.38 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°36'34" (CHORD BEARS N. 26°14'21" E. 341.06 FEET); THENCE N. 30°32'38" E. 146.03 FEET; THENCE N. 61°58'50" W. 74.03 FEET TO A POINT OF TANGENCY WITH A 300.00 - FOOT RADIUS CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 146.43 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°58'02" (CHORD BEARS N. 75°57'51" W. 144.98 FEET); THENCE N. 89°56'51" W. 267.15 FEET; THENCE N. 00°03'09" E. 33.00 FEET; THENCE N. 89°56'51" W. 201.08 FEET; THENCE S. 88°58'08" W. 657.75 FEET; THENCE S. 00°17'45" W. 47.01 FEET; THENCE S. 88°56'56" W. 45.02 FEET; THENCE N. 00°06'21" W. 80.02 FEET; THENCE N. 88°58'08" E. 702.88 FEET; THENCE S. 89°56'51" E. 468.54 FEET TO A POINT OF TANGENCY WITH A 366.00 - FOOT RADIUS CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY 178.65 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°58'01" (CHORD BEARS S. 75°57'51" E. 176.88 FEET); THENCE S. 61°58'50" E. 175.56 FEET TO THE CENTERLINE OF THE EXISTING SALT LAKE CITY SEWERAGE AND DRAINAGE CANAL; THENCE ALONG SAID CENTERLINE THE FOLLOWING NINE (9) COURSES: 1) N. 31°13'03" E. 114.35 FEET; 2) N. 29°49'14" E. 411.22 FEET TO A POINT OF TANGENCY WITH A 400.00 - FOOT RADIUS CURVE TO THE LEFT, CONCAVE WESTERLY; 3) NORTHERLY 363.80 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°06'36" (CHORD BEARS N. 03°45'56" E. 351.39 FEET); 4) N. 22°17'21" W. 37.53 FEET; 5) S. 42°57'07" E. 34.29 FEET TO A POINT OF TANGENCY WITH A 300.00 - FOOT RADIUS CURVE TO THE LEFT, CONCAVE NORTHEASTERLY; 6) SOUTHEASTERLY 120.77 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°03'58" (CHORD BEARS S. 54°29'06" E. 119.96 FEET); 7) S. 66°01'05" E. 152.52 FEET TO A POINT OF TANGENCY WITH A 1,400 - FOOT RADIUS CURVE TO THE LEFT, CONCAVE NORTHERLY; 8) EASTERLY 431.86 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°40'27" (CHORD BEARS S. 74°51'18" E. 430.15 FEET); 9) S. 83°41'32" E. 76.89 FEET TO THE WESTERLY TOP BANK OF THE JORDAN RIVER; THENCE ALONG SAID WESTERLY TOP BANK OF JORDAN RIVER THE FOLLOWING EIGHT (8) COURSES: 1) S. 31°16'24" E. (R=SOUTH 31°32'22" EAST) 110.71 FEET; 2) S. 03°54'16" W. (R=SOUTH 03°38'50" WEST) 107.46 FEET; 3) S. 50°02'42" W. (R=SOUTH 49°54'48" WEST) 148.31 FEET; 4) S. 31°42'55" W. 42.40 FEET (R=SOUTH 31°07'24" WEST 41.87 FEET); 5) S. 26°02'20" W. 54.47 FEET (R=SOUTH 25°47'40" WEST 55.13 FEET); 6) S. 12°16'48" W. 101.95 FEET; 7) S. 04°08'36" W. (R=SOUTH 03°53'10" WEST) 92.25 FEET; 8) S. 01°43'25" E. (R=SOUTH 01°58'35" EAST) 181.01 FEET; THENCE S. 86°54'02" W. (R=SOUTH 86°38'36" WEST) 9.00 FEET TO A WESTERLY LINE OF A JORDAN RIVER RELOCATION EASEMENT RECORDED AS ENTRY NO. 1969716 IN THE OFFICE OF SAID RECORDER; THENCE S. 09°56'43" E. 63.32 FEET ALONG SAID EASEMENT TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY -

215 (UDOT PROJECT NO. SP-0067 (1)-0); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE COURSES: 1) S. 45°15'55" W. (R=S 44°59'20" W) 190.77 FEET TO AN EXISTING IRON PIPE MISSING UDOT RIGHT-OF-WAY MARKER; 2) S. 30°50'52" W. (R=S 30°35'01" W) 764.62 FEET TO AN EXISTING UDOT RIGHT-OF-WAY MARKER; 3) S. 20°31'43" W. (R=S 20°31'43" W.) 118.24 FEET TO A FOUND ORANGE REBAR AND CAP STAMPED "RICHARDSON SURVEYING INC PLS 152050" MARKING THE END OF SAID BOUNDARY LINE AGREEMENT RECORDED DECEMBER 7, 2001 AS ENTRY NO. 8085325 IN THE OFFICE OF SAID RECORDER AND SHOWN ON THAT SURVEY PLAT FILED AS S2009-08-0363 IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR; THENCE N. 89°36'36" W. 507.90 FEET ALONG SAID OLD EXISTING FENCE DESCRIBED IN SAID BOUNDARY LINE AGREEMENT TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 9, AND THE WEST HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A SOUTHWESTERLY CORNER OF SAID ENTIRE TRACT, WHICH IS 2202.81 FEET N. 00°35'43" E. ALONG A MONUMENT LINE AND 625.38 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE N. 00°16'28" W. 609.34 FEET (R=NORTH 00°31'54" WEST) TO THE SOUTH BOUNDARY LINE OF THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED FEBRUARY 3, 1982 AS ENTRY NO. 3645004 IN THE OFFICE OF SAID RECORDER; THENCE S. 89°44'31" E. (R=EAST) 45.06 FEET ALONG SAID SOUTH BOUNDARY LINE; THENCE N. 00°14'43" E. (R=NORTH) 950.98 FEET ALONG THE EAST BOUNDARY OF SAID PARCEL AND EXTENSION THEREOF TO AN INTERIOR CORNER OF SAID ENTIRE TRACT; THENCE S. 89°44'34" E. (R=EAST) 377.87 FEET ALONG A NORTH BOUNDARY LINE OF SAID ENTIRE TRACT TO THE CENTERLINE OF THE EXISTING SALT LAKE CITY SEWERAGE AND DRAINAGE CANAL; ALONG SAID CENTERLINE OF THE EXISTING SALT LAKE CITY SEWERAGE AND DRAINAGE CANAL THE FOLLOWING SIX (6) COURSES: 1) S. 36°37'07" E. (R=SOUTH 36°52'34" EAST) 825.44 FEET; 2) S. 39°46'12" E. 236.48 FEET; 3) S. 22°17'21" E. 37.53 FEET TO A POINT OF TANGENCY WITH A 400.00 - FOOT RADIUS CURVE TO THE RIGHT, CONCAVE WESTERLY; 4) SOUTHERLY 363.80 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°06'36" (CHORD BEARS S. 03°45'56" W. 351.39 FEET); 5) S. 29°49'14" W. 411.22 FEET; 6) S. 31°13'03" W. 114.35 FEET; THENCE N. 61°58'50" W. 175.56 FEET TO A POINT OF TANGENCY WITH A 366.00 - FOOT RADIUS CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 178.65 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°58'01" (CHORD BEARS N. 75°57'51" W. 176.88 FEET); THENCE N. 89°56'51" W. 468.54 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, AND THE WEST HALF OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHEASTERLY CORNER OF SAID ENTIRE TRACT MARKED BY A YELLOW REBAR AND CAP STAMPED "R.S. INC. L.S. 4265", WHICH IS 4,058.68 FEET N. $00^{\circ}35'43''$ E. ALONG A MONUMENT LINE AND 18.22 FEET S. $89^{\circ}53'58''$ E. FROM THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE ALONG THE WESTERLY TOP BANK OF JORDAN RIVER THE FOLLOWING FIFTEEN (15) COURSES: 1) S. $48^{\circ}37'42''$ E. 59.23 FEET (R=SOUTH $48^{\circ}43'40''$ EAST 59.16 FEET); 2) S. $64^{\circ}32'57''$ E. (R=SOUTH $64^{\circ}48'23''$ EAST) 95.88 FEET; 3) S. $72^{\circ}21'58''$ E. (R=SOUTH $72^{\circ}37'24''$ EAST) 246.84 FEET; 4) S. $49^{\circ}47'11''$ E. 84.18 FEET (R=SOUTH $50^{\circ}03'26''$ EAST 84.02 FEET); 5) S. $20^{\circ}19'02''$ E. (R=SOUTH $20^{\circ}33'11''$ EAST) 87.06 FEET; 6) S. $12^{\circ}36'24''$ E. SOUTH $12^{\circ}51'50''$ EAST) 174.97 FEET; 7) S. $22^{\circ}32'11''$ E. (R=SOUTH $22^{\circ}47'37''$ EAST) 127.61 FEET; 8) S. $29^{\circ}57'36''$ E. (R=SOUTH $30^{\circ}15'51''$ EAST) 137.25 FEET; 9) S. $31^{\circ}45'40''$ E. 130.69 FEET (R=SOUTH $31^{\circ}54'01''$ EAST 130.80 FEET); 10) S. $29^{\circ}32'12''$ E. 251.17 FEET (R=SOUTH $29^{\circ}47'30''$ EAST 251.13 FEET); 11) S. $33^{\circ}43'45''$ E. 151.74 FEET (R=SOUTH $34^{\circ}08'23''$ EAST 151.81 FEET); 12) S. $48^{\circ}18'43''$ E. (R=SOUTH $48^{\circ}34'09''$ EAST) 121.95 FEET; 13) S. $86^{\circ}49'29''$ E. (R=SOUTH $87^{\circ}04'55''$ EAST) 11.15 FEET; 14) S. $41^{\circ}57'34''$ E. 231.38 FEET (R=SOUTH $42^{\circ}13'22''$ EAST 231.15 FEET); 15) S. $31^{\circ}16'24''$ E. (R=SOUTH $42^{\circ}13'22''$ EAST) 12.80 FEET TO A SOUTHEASTERLY EXTENSION OF THE CENTERLINE OF THE EXISTING SALT LAKE CITY SEWERAGE AND DRAINAGE CANAL; THENCE ALONG SAID CENTERLINE OF EXISTING SALT LAKE CITY SEWERAGE AND DRAINAGE CANAL THE FOLLOWING SEVEN (7) COURSES: 1) N. $83^{\circ}41'32''$ W. 76.89 FEET TO A POINT OF TANGENCY WITH A 1400.00 - FOOT RADIUS CURVE TO THE RIGHT, CONCAVE NORTHERLY; 2) WESTERLY 431.86 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $17^{\circ}40'27''$ (CHORD BEARS N. $74^{\circ}51'18''$ W. 430.15 FEET); 3) N. $66^{\circ}01'05''$ W. 152.52 FEET TO A POINT OF TANGENCY WITH A 300.00 - FOOT RADIUS CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY; 4) NORTHWESTERLY 120.77 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $23^{\circ}03'58''$ (CHORD BEARS N. $54^{\circ}29'06''$ W. 119.96 FEET); 5) N. $42^{\circ}57'07''$ W. 34.29 FEET; 6) N. $39^{\circ}46'12''$ W. 236.48 FEET; 7) N. $36^{\circ}37'07''$ W. (R=NORTH $36^{\circ}52'34''$ W.) 1196.89 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S. $89^{\circ}53'58''$ E. (R=NORTH $89^{\circ}50'36''$ EAST) 460.37 FEET TO AND ALONG AN EXISTING FENCE TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF A COUNTY ROAD, SAID POINT BEING EAST 1344.75 FEET AND NORTHWESTERLY ALONG EAST RIGHT OF WAY LINE OF SAID COUNTY ROAD A DISTANCE OF 456.78 FEET FROM THE CENTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 855.67 FEET; THENCE NORTH 245.0 FEET; THENCE WEST 930.23 FEET, MORE OR LESS, TO THE EAST LINE OF A COUNTY ROAD, AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 256.09 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

PARCEL 5:

BEGINNING AT A POINT SOUTH 89°26'23" EAST 2670.209 FEET ALONG THE SECTION LINE TO A DAVIS COUNTY SURVEYOR'S OFFICE BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 9 AND SOUTH 00°41'16" WEST 2614.257 FEET AND WEST 572.550 FEET AND NORTH 169 FEET FROM THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 379.700 FEET; THENCE NORTH 268 FEET; THENCE EAST 379.700 FEET; THENCE SOUTH 268 FEET TO THE POINT OF BEGINNING.

Parcels: 08-09-476-033, 08-09-276-026, 08-10-100-003, 08-09-276-020, 08-09-276-021

EXHIBIT B

FIRST AMENDMENT TO DESIGNATION RESOLUTION

EXHIBIT C

FIRST AMENDMENT TO ASSESSMENT ORDINANCE