

SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT
BOARD OF TRUSTEES

Thursday, February 26, 2026 at 9:00 A.M.

ANCHOR LOCATION: 1946 W 5600 S, Roy UT, 84067

This meeting is open to the public and may be joined using the following information:

<https://us06web.zoom.us/j/84306880546?pwd=IRcVbL5ZOQdzbvSbNvi2sNMaAo99u.1&jst=1>

Meeting ID: 843 0688 0546

Passcode: 179565

Dial-In: 720-707-2699

<u>Trustees</u>	<u>Terms</u>
Tom Willis, Chair	Term to September 27, 2030
*Nathan Combs, Treasurer/Vice Chair	Term to September 27, 2028
*Pat Burns, Clerk/Secretary	Term to September 27, 2030

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Preliminary Action Items
 - a. Conflict of Interest Disclosure
 - b. Consider Approval of Agenda
3. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
4. Action Items
 - a. Approval of Minutes from the February 11, 2026 Meeting (**enclosure**)
 - b. Consider Adoption of Resolution No. 4 Accepting District Eligible Costs (**enclosure**)
 - c. Consider Approval of Claims (**enclosure**)
5. Administrative Non-Action Items
 - a. *Reminder to complete Annual Trustee Training for 2026 – [Open and Public Meetings Act Training 2026](#)
6. Adjourn

MINUTES OF A SPECIAL MEETING
SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT
BOARD OF TRUSTEES

Wednesday, February 11, 2026, at 10:00 a.m.
ANCHOR LOCATION: 1946 W 5600 S, Roy, UT 84067
The meeting was held via teleconference and open to the public.

Attendance

The special meeting referenced above was called and held in accordance with the applicable statutes of the State of Utah. The following board members were in attendance:

Tom Willis
Pat Burns

Mr. Combs was absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present: George M. Rowley, Esq. and Betsy Fowler-Russon, Esq., WBA, PC, District General Counsel; Lauren Warburton, CliftonLarsonAllen, District Accountant, and Ashley Hampton, Lync Construction.

Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present. Upon a motion duly made and seconded, the meeting was called to order at 10:09 a.m.

Preliminary Action Items

Conflict Disclosure

Mr. Rowley inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting, and reminded the Board that an annual disclosure will need to be submitted. No additional disclosures were noted.

Consider Approval of Agenda

The Board reviewed the proposed Agenda for the meeting. Following review, upon a motion duly made by Mr. Burns and seconded by Mr. Willis, the Board unanimously approved the Agenda as presented.

Public Hearing

Conduct Public Hearing to receive input from the public on the adoption of the Tentative Amended 2025 Budget as the Final Budget

Mr. Willis and Mr. Burns opened the public hearing on the Tentative Amended 2025 Budget. Mr. Willis and Mr. Burns noted that the notice of public hearing was provided in accordance with Utah law. No written objections have been received prior to the meeting. There being no public comment, Mr. Willis closed the hearing.

Public Comment

No members of the public were in attendance.

Action Items

Approval of Minutes of the January 27, 2026 Meeting

Mr. Rowley presented Minutes of the December 29, 2025 Special Meeting to the Board for consideration. Following review, upon a motion duly made by Mr. Burns, seconded by Mr. Willis, and upon a vote unanimously carried, the Board unanimously approved the Minutes.

Adoption of Resolution Adopting Amended 2025 Budget

Ms. Warburton presented the Resolution Adopting an Amended 2025 Budget to the Board. Following discussion, a motion duly made by Mr. Burns and seconded by Mr. Willis, upon a vote unanimously carried, the Board adopted the Resolution to Amend the 2025 Budget.

Administrative Non-Action Items

Reminder to Complete Annual Trustee Training for 2026 – Open and Public Meetings Act

Mr. Rowley reminded the Board members of the required annual training and to send their completion certificates to WBA, PC.

Adjourn

There being no further business to come before the Board and upon a motion duly made by Mr. Burns, seconded by Mr. Willis, and unanimously carried, the meeting was adjourned at 10:13 a.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

/s/
Tom Willis
District Chair

The foregoing minutes were approved on the 26th day of February, 2026.

**SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT
ACCEPTANCE RESOLUTION PURSUANT TO INFRASTRUCTURE ACQUISITION
AND REIMBURSEMENT AGREEMENT
(FEBRUARY 26, 2026)**

WHEREAS, the Sage Creek Infrastructure Financing District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Utah, duly organized and existing pursuant to the general provisions of the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (“**Utah Code**”), and the Infrastructure Financing District Act, Title 17B, Chapter 2a, Part 13, Utah Code, as amended (together the “**Acts**”); and

WHEREAS, the District has the power to provide certain public infrastructure, improvements and services as described in the Acts, within and without its boundaries (collectively, the “**Public Infrastructure**”), as authorized in accordance with the Governing Document for the District, and certified by the Lieutenant Governor for the State of Utah on October 11, 2024 (the “**Governing Document**”); and

WHEREAS, the District and Red Lync, LLC (“**Red Lync**”) are parties to that certain Infrastructure Acquisition and Reimbursement Agreement dated November 12, 2024 (the “**Agreement**”); and

WHEREAS, capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement; and

WHEREAS, the Agreement establishes the terms and conditions for the reimbursement of District Eligible Costs to Red Lync, and, as applicable, for the acquisition of Public Infrastructure that is to be conveyed to the District; and

WHEREAS, pursuant to the Agreement, Red Lync has submitted an Application for Acceptance of District Eligible Costs/Dedicated Public Infrastructure and such additional information as the District may reasonably require; and

WHEREAS, the Board has received a satisfactory Engineer’s Cost Certification, and Accountant’s Cost Certification; and

WHEREAS, the Board desires to adopt this resolution declaring satisfaction of the conditions to acceptance as set forth in the Agreement, subject to any variances or waivers which the Board may allow in its sole and absolute discretion, and with any reasonable conditions the Board may specify (hereinafter, the “**Acceptance Resolution**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT:

1. Incorporation of Recitals. The above recitals are hereby incorporated into and made a part of this Acceptance Resolution.

2. Acknowledgement of Documents Received. With respect to Public Infrastructure that is being dedicated to other governmental entities, Public Infrastructure to be acquired by the District, and funds advanced, the Board makes the following findings.

- a. The Board has received and reviewed the Acceptance of District Eligible Costs/ Dedicated Public Infrastructure.
- b. Red Lync has submitted all of the information required under Exhibit A - Schedule 1 of the Agreement.
- c. The Connexion Group-Civil LLC (“**The Connexion Group**”) has reviewed the invoices and other material presented to substantiate the District Eligible Costs and issued an Engineer Cost Certification, attached hereto as **Exhibit A**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition and/or reimbursement, and that such costs are reasonable and appropriate for the type of Public Infrastructure being constructed.
- d. Red Lync and the District have entered into an Access and Step-In Agreement, attached hereto as **Exhibit B**, wherein Red Lync grants to the District, its agents, contractors, and employees an exclusive temporary construction easement upon the property for the purpose of accessing, constructing, repairing, and completing the Public Infrastructure if the Developer fails to do so in a manner satisfactory to the District.
- e. CliftonLarsonAllen LLP has reviewed the Engineer’s Cost Certification and invoices, and other material presented to substantiate the District Eligible Costs and has issued an Accountant Cost Certification, attached hereto as **Exhibit C**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition/and or reimbursement.

3. Acceptance of Certified District Eligible Costs. The Board, having reviewed the Application for Acceptance of District Eligible Costs and Public Infrastructure, Engineer’s Cost Certification, Accountant’s Cost Certification, and all other information as deemed necessary and appropriate, finds and determines that the Certified District Eligible Costs to be accepted pursuant to this Acceptance Resolution are **\$1,290,724.14**. Based on the documentation received, the Board further finds that the applicable requirements set forth in the Agreement have been satisfied, and that the Certified District Eligible Costs are hereby approved for payment by the District subject to the terms of the Agreement.

4. Payment of Certified District Eligible Costs from the Project Fund. Pursuant to this Agreement, within 3 business days of adoption of the District Acceptance Resolution, the District shall make a requisition from the Construction Fund held by the Trustee under the Indenture (as set forth in Section 5.1 of the Infrastructure Acquisition and Reimbursement Agreement) directing the Trustee to make payment of the Certified District Eligible Costs to the Developer.

ADOPTED FEBRUARY 26, 2026.

DISTRICT:

**SAGE CREEK INFRASTRUCTURE
FINANCING DISTRICT**, a quasi-municipal
corporation and political subdivision of the State
of Utah

By: _____
Officer of the District

Attest:

By: _____
Secretary

Exhibit A

Engineer Cost Certification

Cost Certification #4
Issued for
Sage Creek Infrastructure Financing District

Submitted:
February 20, 2025

Report By:

The Connexion Group - Civil, LLC
4785 Tejon St, Suite 101
Denver, CO 80211



February 20, 2025

Sage Creek Infrastructure Financing District
c/o White Bear Ankele Tanaka & Waldron
350 E 400 S, #2301
Salt Lake City, UT 84111
Attention: George Rowley

Cost Certification #4 Issued for Sage Creek Infrastructure Financing District

The Connexion Group (the “Engineer”) was engaged by Sage Creek Infrastructure Financing District (the “District”) to serve as the District Engineer. The District has the power to provide public infrastructure, improvements, facilities and services (the “District Eligible Costs”). Lync Construction, LLC (the “Developer”) has incurred costs related to the acquisition, financing, planning, design, construction, and installation of public infrastructure for the Sage Creek Subdivision (the “Project”); and the District has entered into an Infrastructure Acquisition And Reimbursement Agreement that establishes a process by which the District Eligible Costs shall be certified for reimbursement.

The Developer has provided copies of invoices or statements for District Eligible Costs and evidence of payment and the Engineer has reviewed the invoices and other material presented to substantiate the District Eligible Costs proposed for reimbursement.

This Engineer’s cost certification is for the purpose of outlining the Engineer’s review procedure and certifying that, in the Engineer’s professional opinion, the District Eligible Costs are reasonable as compared to the costs for similar improvements or services in a substantially similar area as the District and are related to the provision of the Public Infrastructure. Subject to the procedure and limitations outlined below, the Engineer found that from the invoices reviewed the District Eligible Costs total **\$1,290,724.14**.

Procedure:

This procedure for cost certification was developed for the Engineer to obtain an understanding of the project and related costs while maintaining a reasonable level of cost. The District should review the process and inform the Engineer if any part of the procedure or report is deemed unacceptable.

1. The Engineer participated in calls with the District’s representatives, consultants, and the Developer to gain a better understanding of the needs and expectations of each party.
2. The Engineer reviewed the agreements and drawings provided by the District and Developer to identify the Districts powers, eligibility of improvements, and Developer documentation submittal requirements. A list of these documents is included as Attachment A.
3. The Engineer reviewed the Developer invoices and the other materials presented as part of the application for acceptance to substantiate the amount of District Eligible Costs submitted for reimbursement and completeness of the application. This is included as Attachment B.
4. The submitted costs were compared to the costs for similar improvements or services in a substantially similar area to the District. Certain softs costs were compared to the total anticipated hard costs for the purpose of determining reasonableness.
5. The Engineer performed select quantity take-off from the construction drawings to verify invoiced quantities are within reason.
6. The Engineer provided the report to the District and Developer for review and confirmation that the Engineer’s understanding is accurate to the best of their knowledge.

Analysis Limitations:

- The completed procedure is intentionally simplistic to provide a streamlined process that is understandable by the public while delivering our service with heightened cost-efficiency. Different review methodology may result in variations of the costs presented.
- Recommendations are based on the information and underlying data that is currently available to the Engineer. Should the Engineer's procedure or underlying data change in the future, the Engineer would recommend evaluating the information and adjusting the cost certification procedures accordingly.
- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it unfit for use. No responsibility is assumed for such conditions or for engineering which may be required to discover such.
- The Engineer did not verify the quality or overall completeness of professional services provided to the District but rather determined that the contracted scope was related to the provisions of public infrastructure, that payment was made, and that the costs for the scope were reasonable.
- The Engineer relied on other engineers or appropriate design professionals to determine if the deliverables provided followed applicable regulations.
- Professional fees are not an "apples to apples" comparison, nor are they the only element to consider when analyzing for reasonableness. However, comparing professional service costs to the total hard costs or other projects provides insight and a base to begin evaluation.
- The Engineer assumed documentation provided by the Developer and District is true and correct.
- The Engineer assumed that the costs submitted pertain to infrastructure that is free and clear of any liens or encumbrances whatsoever. The Engineer did not self-confirm if any claims against the improvement exist or make a public post regarding the same.
- The Engineer relied on the Plat to determine land ownership. The Engineer did not self-confirm the current land ownership or if any claims against the land exist.
- The Engineer did not verify if other relevant agreements pertaining to these costs exist. Should relevant agreements be discovered in the future the Developer should promptly notify the District and refund any payments made by the District if determined necessary.
- The Engineer did not verify if the improvement costs have been previously reimbursed out of the cost of issuance or as part of any previous reimbursement.
- This report was prepared for a specific purpose. Users of this report for purposes other than those outlined are advised to seek professional guidance tailored to their specific circumstances.
- Improvement defects may not be immediately apparent, and improvements may function for prolonged periods prior to becoming visually detectable.
- It is assumed that the Developer holds the right to reimbursement for any costs not paid by the Developer but were submitted and included as part of this report.
- No site visit to the development was made and the Engineer did not self-confirm completion or compliance with design and construction standards.

Understanding of Improvement Eligibility:

The District serves the public infrastructure needs for the Development and is authorized to provide planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of all public improvements.

The term Public Infrastructure means infrastructure, improvements, facilities, or buildings that (i) benefit the public; and (ii) are or will be owned by a public entity or a utility, including their related soft costs. Public infrastructure does not include any infrastructure, improvements, facilities, or buildings owned or to be owned by a private person, including a homeowner association.

Summary of Public Improvements Certified in This Report:

The District Eligible Costs outlined in this report pertain to the acquisition, financing, planning, design, construction, and installation of Public Infrastructure (the “Eligible Public Infrastructure Costs”) and services and/or work directly related to the ability of the District to provide and/or the provision of Public Infrastructure, including but not limited to: District organizational costs, engineering, architectural, surveying, construction planning, and related legal, accounting, and other professional services (the “Eligible Capital Services Costs”).

The Eligible Public Infrastructure Costs certified in this report generally include:

- Portions of the offsite sanitary sewer mainline
- Portions of the offsite culinary water mainline
- Earthwork to facilitate proper site drainage and roadway grading

The Eligible Capital Services Costs certified in this report generally include:

- Jurisdictional plan review fees
- Planning and design of the Project
- Project management and coordination
- Site cleanup and erosion control maintenance

Developer Documentation Submittals:

The Developer was required to submit the following documents to the District as part of the application for acceptance. The Engineer’s findings are included under each item. The Application for Acceptance is included as Attachment B.

Requirements for Eligible Public Infrastructure Costs prior to conditional by the applicable governmental entity

1. Construction drawings:
Findings: Construction drawings were provided for phase 1 and phase 2.
2. Copies of invoices, statements, and evidence of payment:
Findings: Invoices for expenditures included in this report were provided. Check copies, lien waivers, invoice statement showing past payments, or receipts were provided and used to verify payment to the vendors was made.
3. Letter establishing the Developers obligation to undertake all necessary steps to final acceptance:
Findings: It is the Engineer’s understanding that the District and Developer have entered into an agreement to fulfill this requirement, namely the Access and Step-In Agreement, dated January 22, 2025.
4. Evidence that real property interests necessary for the Districts use and Occupancy have been granted:
Findings: It is the Engineer’s understanding that the District and Developer have entered into an agreement to fulfill this requirement, namely the Access and Step-In Agreement, dated January 22, 2025.
5. Executed bill of sale:
Findings: No bill of sale was provided for the Engineer’s review. The Engineer recommends the District’s legal counsel collect and approve the form of the document prior to reimbursement of improvements.
6. Documentation authorizing the District to conduct work in the event the Developer fails to do so:
Findings: It is the Engineer’s understanding that the District and Developer have entered into an agreement to fulfill this requirement, namely the Access and Step-In Agreement, dated January 22, 2025.
7. Such information as the District Engineer and District Accountant may determine is necessary:
Findings: A copy of the governing document, concept plan, and geotechnical report were provided. The Developer provided a Design Engineers Certification that indicated the improvements are fit for their intended purposes. The Engineer did not verify if the District Accountant requires additional information to issue the accountant’s certification.

8. When ultimately produced, a complete set of digital record drawings of the Public Infrastructure:
Findings: Developer has indicated they will provide as-built drawings at completion of phase 1 in the application for acceptance.
9. Operation and maintenance manuals otherwise a commitment to provide when available:
Findings: No O&M manuals are applicable for the improvements included in this report.
10. Evidence that any underground facilities are electronically locatable:
Findings: The Developer provided a Design Engineers Certification that indicated the improvements were built in conformance with the applicable governmental entity. The letter is included as Attachment D.
11. Test results for improvements conforming to industry standards:
Findings: The Developer provided a Design Engineers Certification that indicated the improvements were built in conformance with the applicable governmental entity. Select testing results indicating passing results were provided.
12. Pressure test results for any irrigation system:
Findings: No irrigation system is included in this report.

Requirements for Eligible Capital Services Costs

1. Copies of invoices, statements, and evidence of payment
Findings: Invoices for expenditures included in this report were provided. Check copies, lien waivers, invoice statement showing past payments, or receipts were provided and used to verify payment to the vendors was made.
2. Such information as the District Engineer and District Accountant may determine is necessary
Findings: A copy of the governing document, concept plan, select vendor proposals, and geotechnical report were provided. The Engineer did not verify if the District Accountant requires additional information to issue the accountant's certification.

Engineers Review of Invoices:

The Engineer reviewed each invoice submitted by the Developer to determine the scope of work or materials being invoiced and to substantiate the District Eligible Costs. The Engineer's findings regarding the scope of work, associated proof of payment, and District Eligible Cost for each invoice are included in a table in Attachment C.

In general, the professional services expenses associated with development are required as part of the developments approval and permitting process. Certain public improvements could not be constructed without private improvements, and multiple allocation methodologies exist for these costs. The Engineer allocated professional services based on the scopes provided by the consultants. When design service costs were not broken out based on a specific improvement but rather for the completion of projects civil construction documents (or required to complete the civil construction documents), the costs were allocated 85% public and 15% private. This allocation assumes 15% of the effort was associated with the grading plans of private lots and the secondary water system. We believe this methodology provides a reasonable allocation and does not unfairly burden the District or Developer.

When possible, the Engineer assigned each expenditure to one of the cost categories included in the Application for Acceptance of District Eligible Costs based specific expenditure scope. Scopes such as general planning or design could be allocated to multiple categories, so the Engineer allocated them across the categories based on an assumed effort. Table 1 includes the Engineer allocation of the District Eligible Costs per the categories.

Table 1: Eligible Public Infrastructure Costs Per Cost Category

Cost Category	Eligible Capital Services Costs	Eligible Public Infrastructure Costs	TOTAL CC3
Organizational Costs	\$0.00	\$0.00	\$0.00
Street	\$47,835.61	\$234,069.28	\$281,904.89
Water	\$47,835.61	\$474,997.49	\$522,833.10
Sanitary Sewer	\$47,835.61	\$210,466.20	\$258,301.81
Storm Sewer	\$47,835.62	\$179,848.72	\$227,684.34
Land Acquisition	\$0.00	\$0.00	\$0.00
TOTAL	\$191,342.45	\$1,099,381.69	\$1,290,724.14

Conclusion:

The Engineer has reviewed the invoices and other materials presented to substantiate the District Eligible Costs proposed for reimbursement. In the Engineer's professional opinion, the District Eligible Costs are reasonable when compared to the costs for similar improvements or services in a substantially similar area to the District and are related to the provision of the Public Infrastructure. Subject to the analysis limitations and procedures outlined, the total District Eligible Costs included in this report amount to **\$1,290,724.14**. This report may be relied upon by the District in issuing reimbursement to the Developer but is not a recommendation to reimburse the Developer prior to the completion of all other applicable actions outlined in the Infrastructure Acquisition and Reimbursement Agreement or by other applicable laws. Note that documentation for requirement no. 5 listed above in the "Developer Documentation Submittals" section was not provided for the Engineer's review, and the Engineer recommends the District collect this in a satisfactory form. The District's accountant may require additional information from the Developer prior to issuing the accountant's certification, and this report may require updates if the District's accountant finds discrepancies in the provided documentation. Thank you for your attention to detail on this matter. Please contact us with any questions or concerns.

Sincerely,
The Connexion Group – Civil, LLC

Barrett Marrocco, PE
Principal

Attachments:

Attachment A – Agreements and Drawings Reviewed
Attachment B – Developer Application for Acceptance
Attachment C – Invoice Tabulation and Engineer's Understanding of Scopes
Attachment D – Design Engineer's Certification
Attachment E – Public Infrastructure Map

Attachment A: Agreements and Drawings Reviewed

The Engineer reviewed the agreements and drawings listed below as part of the cost certification process.

District Governing Document:

- Governing Document for Sage Creek Infrastructure Financing District Located in Weber City, Utah, dated July 17th, 2024

Agreements:

- Infrastructure Acquisition and Reimbursement Agreement, by and between Sage Creek Infrastructure Financing District, a political subdivision and body corporate and politic of the State of Utah, and Lync Construction, LLC, a Utah limited liability company, Draft dated 9/16/2024.
- Access and Step-In Agreement, by and between Red Lync, LLC, a Utah limited liability company, and Sage Creek Infrastructure Financing District, an independent political subdivision. Draft dated January 22, 2025.

Drawings:

- Sage Creek Subdivision – Phase 1, by Great Basin Engineering, Inc., stamped July 28, 2023
- Sage Creek Subdivision – Phase 2, by Reeve & Associates, Inc., stamped September 2023
- Concept Plan, by Reeve & Associates Inc, dated August 26, 2024

Design Engineer's Certification:

- Design Engineer's Certification (Sage Creek IFD – Cost Certification Report 4), By Reeve & Associates, Inc., dated February 18, 2026

**Attachment B:
Developer Application for Acceptances**

DRAFT

EXHIBIT A

Application for Acceptance of District Eligible Costs Dedicated Public Infrastructure

Applicant Name: Lync Construction, LLC

Applicant Address: 1407 North Mountain Road, North Ogden

State: Utah **Zip:** 84404 **Daytime Phone #:** _____

Alt. Phone / Cell: _____

Email: pat@lynccconstruction.com

Please complete the table below and attach the materials specified in Schedule 1 hereto:

Category	Entity that will own, operate, and/or maintain the Public Infrastructure	Final, preliminary or conditional acceptance by the applicable governmental entity (Yes/No)	Proposed District Eligible Costs
Street	Plain City	No	\$234,069.28
Parks and Recreation	N/A		
Water	Buana Vista Water ID	No	\$474,997.49
Sanitation/Storm Sewer	Plain City	No	\$390,314.92
Transportation	N/A		
Mosquito			
Safety Protection			
Fire Protection			
Television Relay and Translation			
Security			

By its signature below, the Applicant certifies that this Application for Acceptance of District Eligible Costs - Dedicated Public Infrastructure and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and that the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Infrastructure Acquisition and Reimbursement Agreement.

Signature: _____

Date: _____

Developers Agrees:

- 1) District may enter the land to complete any construction or maintenance operations pertaining to the public improvements required for final acceptance of phases 1 and 2 and offsite improvements
- 2) to provide as-built drawings at completion of phases 1 and 2 and offsite improvements
- 3) Developer will take all necessary steps to achieve acceptance of the improvements included in this application
- 4) Developer has installed all improvements in accordance with the plans and specification

Schedule 1

Documentary Requirements

In addition to the requirements set forth in Article III of this Agreement, the following additional documentary requirements apply in connection with the Application for Acceptance of District Eligible Costs – Dedicated Public Infrastructure, per Exhibit A:

Requirements Applicable to Public Infrastructure that has been finally accepted by the applicable governmental entity

1. Contracts and approved change orders;
2. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs;
3. A letter from the governmental entity to which the Public Infrastructure is being dedicated evidencing the governmental entity's final acceptance of such Public Infrastructure;
4. Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the certifications set forth in Section 3.2 of this Infrastructure Acquisition and Reimbursement Agreement.

Requirements Applicable to Public Infrastructure conditionally accepted by the applicable governmental entity

1. Contracts and approved change orders;
2. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs;
3. A letter from the governmental entity to which the Public Infrastructure is being dedicated evidencing the governmental entity's conditional acceptance of such Public Infrastructure;
4. Submission of a letter agreement in form and substance satisfactory to the District addressing: a) the Developer's obligation to undertake all steps necessary to achieve final acceptance of the Public Infrastructure by the appropriate governmental entity, and b) to the extent not otherwise performed by the governmental entity having conditionally accepted such Public Infrastructure, the Developer's obligation to maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity;
5. Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the certifications set forth in Section 3.2 of the Infrastructure Acquisition and Reimbursement Agreement.

Requirements for Public Infrastructure prior to conditional by the applicable governmental entity

An Application for Acceptance for Dedicated Public Infrastructure that has not received conditional acceptance from the applicable governmental entity shall only be permitted: a) if the District has proceeds available to fund the full amount thereof from the issuance of Bonds, and b) the District agrees to accept such Application.

For Public Infrastructure that is to be dedicated to another governmental entity in advance of conditional acceptance, the Developer shall satisfy the following additional documentary requirements:

1. Construction Drawings.
2. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from any suppliers and subcontractors. In the alternative with respect to lien waivers, upon the request of the Developer, and subject to the District's agreement thereto (in its sole discretion), the Developer may provide an indemnification agreement in form and substance acceptable to the District (which may include provisions for security) whereby the Developer agrees to indemnify the District for any mechanic or materialman's liens from suppliers and subcontractors;
3. A letter agreement in form and substance satisfactory to the District establishing:
a) the Developer's obligation to undertake all steps necessary to achieve dedication to and final acceptance of the Public Infrastructure by the appropriate governmental entity and, b) the Developer's obligation to maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity;
4. Evidence satisfactory to the District that any and all real property interests necessary for the use and occupancy of the Public Infrastructure have been granted either to the District or to the governmental entity accepting such Public Infrastructure; or, in the discretion of the District, assurances acceptable to the District that the Developer will execute or cause to be executed such instruments as shall satisfy this requirement;
5. An executed Bill of Sale in form and substance acceptable to the District conveying the Public Infrastructure to the District, which Bill of Sale shall provide for its automatic termination upon final acceptance of the Public Infrastructure by the appropriate governmental entity.;
6. A license agreement or equivalent document from the jurisdiction to which the Public Infrastructure are to be dedicated, authorizing the District to enter onto public right-of-way to conduct any maintenance in the event the Developer fails to do so.
7. Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the certifications set forth in Section 3.2 of the Infrastructure Acquisition and Reimbursement Agreement;

8. When ultimately produced, a complete set of digital record drawings of the Public Infrastructure which is certified by a professional engineer registered in the State of Colorado or a licensed land surveyor, showing accurate dimensions and location of all Public Infrastructure. Such drawings shall be in form and content reasonably acceptable to the District;

9. Any operation and maintenance manuals, if available, and otherwise a commitment to provide when available;

10. Evidence that any underground facilities are electronically locatable (if applicable);

11. Test results for improvements conforming to industry standards (compaction test results, concrete tickets, hardscape test results, cut-sheets, etc.) (if applicable);

12. Pressure test results for any irrigation system (if applicable).

The District may, in its sole discretion, retain up to [10%] of the Certified District Eligible Costs otherwise being paid for Public Infrastructure that is being reimbursed in this fashion and may require security in such amount as the District may reasonable determine is necessary pending preliminary, conditional or final acceptance.

EXHIBIT B

Application for Acceptance of District Eligible Costs Capital Services Costs

Applicant Name: Lync Construction, LLC

Applicant Address: 1407 North Mountain Road, North Ogden

State: Utah **Zip:** 84404 **Daytime Phone #:** _____

Alt. Phone / Cell: _____

Email: pat@lynconstruction.com

Description of the nature of the Eligible Service Costs and the relation to Public Infrastructure, as applicable:

Jurisdictional plan review fees, Planning and design of the Project, Project management and coordination, permitting, site cleanup and erosion control maintenance.

Category	Proposed District Eligible Costs
Organizational Costs	N/A
Street	\$47,835.61
Parks and Recreation	N/A
Water	\$47,835.61
Sanitation/Storm Sewer	\$95,671.23
Transportation	N/A
Mosquito	N/A
Safety Protection	N/A
Fire Protection	N/A
Television Relay and Translation	N/A
Security	N/A

By its signature below, the Applicant certifies that this Application for Acceptance of Eligible Service Costs and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and that the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Infrastructure Acquisition and Reimbursement Agreement.

Signature: _____

Date: _____

Schedule 1

Documentary Requirements

In addition to the requirements set forth in Section 3.4 of this Agreement, the following additional documentary requirements apply in connection with the Application for Acceptance of District Eligible Costs – Service Costs, per Exhibit B:

1. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs;
2. Such information as the District Accountant may determine is necessary in order for such entities to provide the certification set forth in Section 3.4 of the Infrastructure Acquisition and Reimbursement Agreement.

**Attachment C:
Invoice Tabulation and Engineer's Understanding of Scopes**

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Attachment C: Invoice Tabulation and Engineers Understanding of Scopes

Invoice Number	Invoice Date	Description	Invoice Amount	Fair Market Value	Developer Cost	POP Date	POP #	Additional Information
Center Point Construction								
Information: Contractor hired by the Developer to construct the remainder of Phase 1 where M.C. Green left off. They are currently installing certain offsite and onsite public infrastructure, such as water, storm, street and storm improvements.								
12556	12/26/2025	Civil Contractor	\$734,636.64	\$579,678.10	\$154,958.54	1/27/26 & 1/28/26	ACH	
12566	1/26/2026	Civil Contractor	\$572,430.60	\$519,703.59	\$52,727.01	1/26/2026	8693	
Center Point Construction Totals:			\$1,307,067.24	\$1,099,381.69	\$207,685.55			
Frontier Corporation USA								
Information: Utah-based company offering professional consulting services for a wide-range of complex environmental issues. They provided a hydrology inspection and jurisdictional coordination for the project.								
1016-Lync0126	1/15/2026	Hydrology Site Inspection	\$804.65	\$804.65	\$0.00	1/30/2026	8695	
Frontier Corporation USA Totals:			\$804.65	\$804.65	\$0.00			
Kessler & Rust Litigation								
Information: Legal firm with expertise in commercial litigation, construction law, real estate law, securities law, and contract law.								
62362	1/8/2026	Counsel: Agreements	\$9,228.00	\$0.00	\$9,228.00	1/26/2026	Credit Card	Pond not eligible
Kessler & Rust Litigation Totals:			\$9,228.00	\$0.00	\$9,228.00			
Lync Construction								
Information: Construction company who served as the project manager for the development. Their fee is based on 10% of the total project costs.								
1081	1/30/2026	Project Management	\$141,835.21	\$117,338.56	\$24,496.65	N/A	N/A	10% of fair market value of public improvements
Lync Construction Totals:			\$141,835.21	\$117,338.56	\$24,496.65			
Plain City Corporation								
Information: Local jurisdiction who charged fees related to plan review and project entitlement. Expenditures reviewed in this report were a building permit for the off-site pond.								
26003	1/8/2026	Building Permit Fee	\$1,132.22	\$0.00	\$1,132.22	1/12/2026	8429	Pond not eligible
Plain City Corporation Totals:			\$1,132.22	\$0.00	\$1,132.22			
Porterson Inc.								
Information: Porterson was hired by the Developer to act as a construction administrator and coordinator. Invoices submitted included both Sage Creek and Longhorn projects, only the sage creek portion was reviewed.								
2026-0001	1/20/2026	Construction Admin & Coordination	\$5,000.00	\$4,250.00	\$750.00	1/30/2026	8694	Half of invoice for Sage Creek, at design percent
Porterson Inc. Totals:			\$5,000.00	\$4,250.00	\$750.00			
Reeve & Associates, Inc.								
Information: Engineering firm who provided design, planning, and construction staking services for the development. Invoices were reviewed line-by-line to determine the fair market value of each invoice as they pertained to public infrastructure.								
58344	10/10/2025	Engineering Services: Construction Staking, Water Rights	\$20,350.00	\$18,425.00	\$1,925.00	1/23/2026	Credit Card	
58571	11/7/2025	Engineering Services: Construction Staking	\$4,900.00	\$2,450.00	\$2,450.00	1/26/2026	Credit Card	
58833	12/11/2025	Engineering Services: Construction Staking, Site Reports & Coordination	\$18,630.00	\$16,677.00	\$1,953.00	1/20/2026	8692	
58946	1/15/2026	Engineering Services: Redesign, CLMOR, Construction Staking	\$49,440.00	\$29,597.25	\$19,842.75	1/20/2026	8692	
Reeve & Associates, Inc. Totals:			\$93,320.00	\$67,149.25	\$26,170.75			
Silver Leaf SWPPP								
Information: Company who provides storm water pollution prevention plans, facilitates necessary state and local permits, and performs compliance visits.								
69879	12/15/2025	SWPPP & Permitting	\$900.00	\$900.00	\$0.00	1/27/2026	8691	
70316	1/15/2026	SWPPP & Permitting	\$900.00	\$900.00	\$0.00	1/27/2026	8691	
Silver Leaf SWPPP Totals:			\$1,800.00	\$1,800.00	\$0.00			
GRAND TOTAL			\$1,560,187.32	\$1,290,724.14	\$269,463.18			

Table Generated By: The Connexion Group - Civil, LLC
Note: Partially eligible costs may be rounded and may not sum

**Attachment D:
Design Engineer's Certification**

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DESIGN ENGINEER'S CERTIFICATION

(Sage Creek PID - Cost Certification Report #4)

2-18-26

I am an engineer duly qualified to issue a professional opinion respecting the Sage Creek Phase 1 civil infrastructure improvements including the sanitary sewer, culinary water, secondary water, and earthwork completed through January of 2026 ("Public Infrastructure"). I hereby state and affirm the following:

1. The applicable portions of the Public Infrastructure have been visually inspected for completion per the designs approved by the applicable governmental entity and construction standards.
2. The applicable portions of Public Infrastructure have been noted and visually substantially constructed per the designs approved by the applicable governmental entity.
3. The applicable portions of the Public Infrastructure are fit for their intended purpose.

A handwritten signature in red ink, appearing to read 'J. H. H. H.', is written over the signature line.

By: 02/18/2026

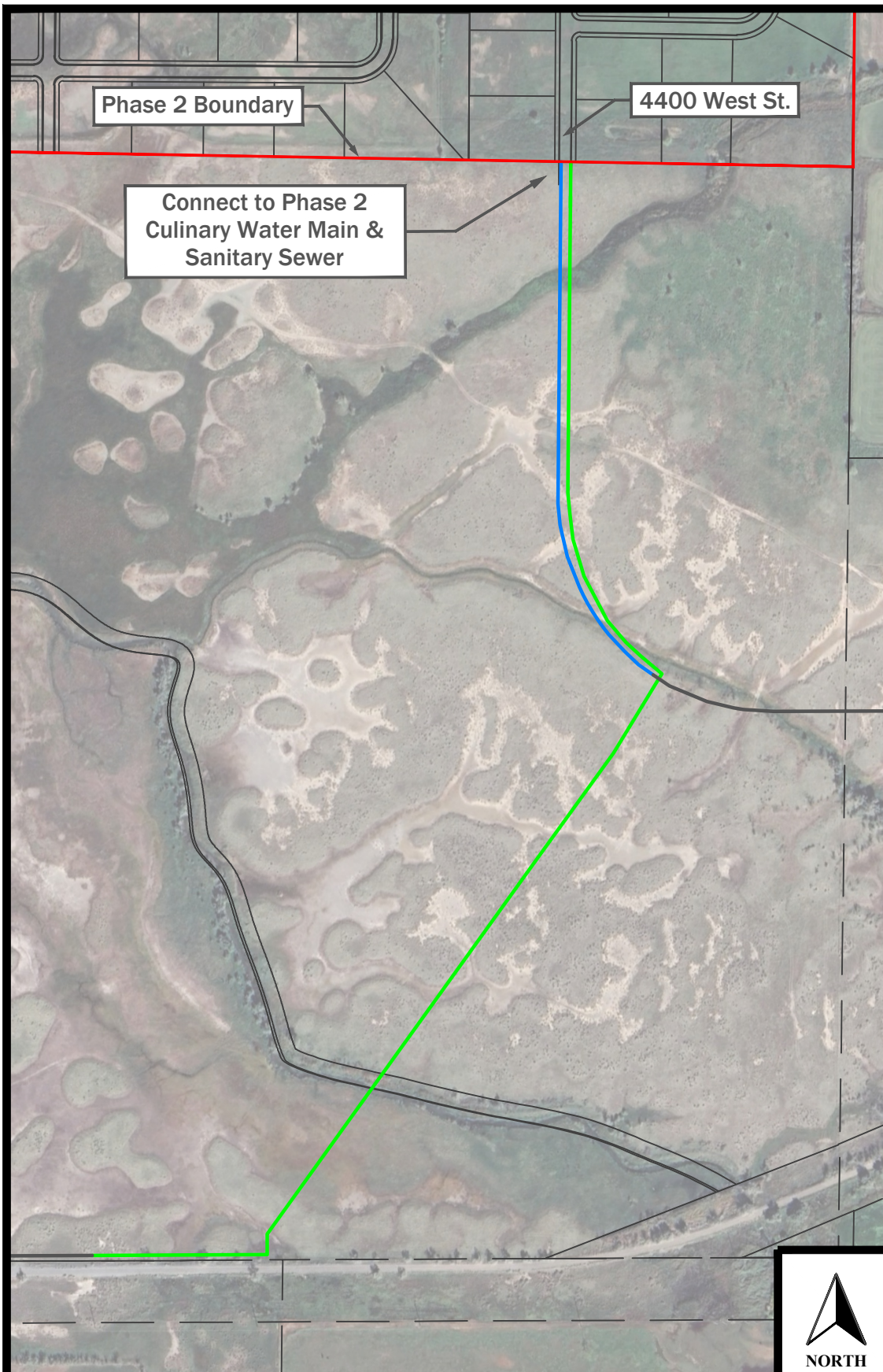
Title: President, Reeve & Associates, Inc

Solutions You Can Build On™

Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
5160 South 1500 West • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
nreeve@reeve-assoc.com • reeve-assoc.com

**Attachment E:
Public Infrastructure Map**

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General Notes

1/ This map is intended to serve as an aid in graphic representation only. The lines shown on this map should only be used for general reference purposes.

2/ Map is not to scale.

3/ This report was prepared for a specific purpose. Users of the report for purposes other than those outlined are advised to seek professional guidance tailored to their specific circumstances.

Firm Name and Address

THE
CONNEXION GROUP

4785 Tejon Street, Suite 101
Denver, CO 80211

**Sage Creek
Infrastructure Financing District**
**Attachment E
Public Infrastructure Map**

Date
February 20, 2026

Scale
N.T.S

Exhibit B

Access and Step-In Agreement

ACCESS AND STEP-IN AGREEMENT

This ACCESS AND STEP-IN AGREEMENT (the “**Agreement**”) is made and entered into as of the 22nd day of January, 2025, by and between RED LYNC, LLC, a Utah limited liability company (the “**Developer**”), and SAGE CREEK INFRASTRUCTURE FINANCING DISTRICT, (the “**District**”) an independent political subdivision of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953, including Chapter 2a, Part 13, Infrastructure Financing Districts, whose address is c/o White Bear Ankele Tanaka & Waldron, 350 East 400 South, Suite 2301, Salt Lake City, Utah 84111.

RECITALS

WHEREAS, the Developer is the owner of those certain parcels of property located in the County of Weber, State of Utah as more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”); and

WHEREAS, the Developer seeks to develop the Property and to designate such development as Sage Creek (the “**Development**”); and

WHEREAS, the Developer has agreed to undertake all steps necessary to complete the Development in accordance with applicable laws and regulations; and

WHEREAS, the District and the Developer are parties to an Infrastructure Acquisition and Reimbursement Agreement dated November 12, 2024 (the “**Reimbursement Agreement**”), pursuant to which the District has agreed, subject to certain conditions, to reimburse the Developer for costs incurred to construct public infrastructure improvements for the Development including but not limited to erosion control, earth work, sanitary sewer, storm sewer, culinary water, and roadways (collectively referred to as the “**Public Infrastructure**”); and

WHEREAS, the District desires the right to access the Property to complete the Development, in the event the Developer fails to complete the same in accordance with the Reimbursement Agreement or other applicable laws and regulations; and

WHEREAS, the Developer agrees to grant the District certain access and step-in rights to complete the Development if the Developer fails to do so in a manner satisfactory to the District; and

WHEREAS, the Developer further agrees to allow the District to take necessary actions to record the plat for the Property and secure acceptance of the Public Infrastructure by the appropriate jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Developer Obligations:** The Developer shall complete the construction of all improvements necessary to complete each phase of the Development in a manner satisfactory to the District within eighteen (18) months from the commencement of any phase, unless such completion date is extended for reasons beyond the Developer's control or extended by written agreement with the District. The Developer shall warrant these improvements, including the Public Infrastructure, until final acceptance by the appropriate entity. The Developer shall promptly perform all maintenance and make all repairs and replacement of all defects or failures in a timely manner and at the Developer's sole expense. The Developer shall ensure that the Property is free from obstructions and shall not interfere with the District's activities under this Agreement or the Easement. The Developer waives any claims against the District for loss of use or enjoyment of the Property during the term of this Agreement and the Easement. The Developer shall provide to the District any complete or partially complete plans and reports pertaining to the construction of the Development and Public Infrastructure. The Developer shall convey to the District any right of way or easements traversed by the proposed Public Infrastructure necessary for the Development that are located outside of the Property and the documents of conveyance shall be furnished to the District for recording. The Developer will pay all outstanding taxes which may be required prior to recording the plat. The Developer will assign any contracts pertaining to the planning, design, or construction of Public Infrastructure to the District in which the District determines it is in its best interest to obtain from the Developer.
2. **Grant of Easement:** The Developer hereby grants to the District, its agents, contractors, and employees, an exclusive temporary construction easement (the "**Easement**") over, across, and upon the Property for the purpose of accessing, constructing, repairing, and completing the Development within the Property should the developer fail to do so in any manner as determined by the District in its sole discretion.
3. **Triggering Event:** The District may exercise its rights under this Agreement if, in its sole discretion, it determines that the Developer has failed to perform with respect to the Development in a manner that is satisfactory to the District, as necessary to meet the public purpose of the District.
4. **Inspection:** As of the effective date of this Agreement and through completion of the Development, the District shall have the right, but not the duty, to access the Property to inspect materials, workmanship, and progress of the Public Infrastructure.
5. **Term of Easement:** The District's right to access the Property pursuant to this Easement shall commence upon the Developer's failure to perform with respect to Section 1 of this Agreement, the Reimbursement Agreement or the Public Improvements as evidenced by the occurrence of one of the following events which include but are not limited to:

- (a) The Developer's failure to meet agreed-upon timelines for the completion of the Public Improvements.
- (b) The issuance of a determination by the District Engineer that the Public Improvements have not been substantially constructed in accordance with approved designs, plans, and construction standards and the Developer fails to correct them in a timely manner.
- (c) The Developers failure to maintain any Public Infrastructure through final acceptance by the appropriate entity.
- (d) The Developers failure to complete the entirety of the Development within five (5) years from the date of commencement of the first phase of the Development.
- (e) The District determines in good faith that the Developer is unable or unwilling to undertake the circumstances to complete or cause completion of the Development.
- (f) The Developer becomes insolvent or financially unable to complete the Development.
- (g) The Developer fails to obtain necessary permits, approvals, or fails to comply with other legal requirements pertaining to the Development.

Should the District determine that a failure to perform event has occurred and the District intends to exercise its rights granted by this Agreement, the District will provide written notice to the Developer documenting the failure and requesting a plan and timeline for addressing the same. The Easement shall remain in effect until satisfactory completion of the Development and the Public Infrastructure as determined solely by the District and as evidenced by the appropriate jurisdiction, including the District as applicable, accepting the completed Public Infrastructure and transfer of maintenance of the Pubic Infrastructure to such appropriate jurisdiction.

6. **Rights and Responsibilities of the District:** The District shall have unfettered access to the Property to carry out all necessary activities related to the Public Infrastructure, including the right to bring in personnel, machinery, and materials. The District shall also have the right to take all necessary actions to record the plat for the Property and secure acceptance of the Public Infrastructure by the appropriate jurisdiction. The District shall not be responsible for obtaining any additional permission or consent from the Developer during the term of this Easement.
7. **Indemnification:** The Developer shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the actions taken by the District pursuant to this Agreement. Such indemnity shall survive the expiration or termination of this Agreement.

8. **Entire Agreement and Amendments:** This Agreement constitutes the entire agreement between the parties and supersedes all prior communications and agreements. No amendments shall be valid unless made in writing and signed by both parties.
9. **Notices.** Notices shall be in writing and shall be given by personal delivery, by telephone facsimile, or by deposit in the United States mail. Notices shall be delivered or addressed to Developer or District at the addresses set forth below or at such other address as a party may designate in writing. The date notice is deemed to have been given, received and become effective shall be the date on which the notice is delivered, if notice is given by personal delivery, electronic mail or facsimile, or two (2) days following the date of deposit in the mail, if the notice is sent through the United States mail.

If to Developer: RED LYNC, LLC
3200 Clubhouse Drive, Suite 125
Lehi, Utah 84043
Attention Pat Burns
pat@lynccconstruction.com

If to District: Sage Creek Infrastructure Financing District
c/o White Bear Ankele Tanaka & Waldron
350 East 400 South, Suite 2301
Salt Lake City, Utah 84111
Attention: Blair Dickhoner
bdickhoner@wbapc.com

10. **Counterparts; Signatures:** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Fax copies and electronically scanned copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures.

11. **Successors and Assigns:** Except as specifically provided herein to the contrary, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

In witness whereof, the parties have executed this Agreement as of the Effective Date set forth above.

DISTRICT:

**SAGE CREEK INFRASTRUCTURE
FINANCING DISTRICT**, a body politic and
corporate created and validly existing under the
laws of the State of Utah

By: Tom Willis

Officer of the District

ATTEST:

By: Patrick Burns
Patrick Burns (Feb 5, 2025 10:04 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Megan G. Murphy
General Counsel to the District

DEVELOPER:

RED LYNC, LLC, a Utah limited liability company

By: Patrick Burns
Patrick Burns (Feb 5, 2025 10:04 MST)

Patrick Burns
Printed Name

Member
Title

EXHIBIT A

(The Property)

DESCRIBED AS FOLLOWS:

PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT SOUTHEAST CORNER OF SAID SECTION 20 AND RUNNING THENCE SOUTH 90° WEST 2640 FEET; THENCE NORTH 00° EAST 4785 FEET; THENCE NORTH 90 ° EAST 908 FEET THENCE SOUTH 12°40' EAST 822.24 FEET; THENCE SOUTH 87°55' EAST 562 FEET; THENCE SOUTH 00°53' EAST 1322.42 FEET; THENCE NORTH 90° EAST 969.68 FEET THENCE SOUTH 00° EAST 2640.08 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM ANY PORTION CONVEYED TO CON L. WILCOX AND JERILYN J. WILCOX ON THAT CERTAIN WARRANTY DEED RECORDED APRIL 30, 2021 AS ENTRY NO. 3149480 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING NORTH 89° 17'08" WEST 987.23 FEET ALONG THE QUARTER SECTION LINE FROM A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89 °17'08" WEST 1666.29 FEET ALONG THE QUARTER SECTION LINE TO A 2" STEEL POST REPRESENTING THE CENTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00 ° 56'47" EAST 2123.22 FEET ALONG A FENCE LINE REPRESENTING THE QUARTER SECTION LINE TO A FENCE "T", SAID POINT BEING SOUTH 00°56'47" WEST 509. 77 FEET ALONG THE QUARTER SECTION LINE TO A FENCE FROM A WEBER COUNTY BRASS CAP REPRESENTING THE NORTH QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°19'18" EAST 921.21 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 13 °09'26" EAST 819.48 FEET ALONG A FENCE LINE TO A FENCE LINE; THENCE SOUTH 86°49'48" EAST 562.23 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 01 ° 40'04" WEST 1 304.30 FEET ALONG A FENCE LINE TO THE QUARTER SECTION LINE, BEING POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO:

A 30 FOOT RIGHT OF WAY EASEMENT AS DISCLOSED ON THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 30, 2021 AS ENTRY NO. 3187568 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE SOUTH $00^{\circ}53'44''$ WEST 30.00 FEET ALONG THE QUARTER SECTION LINE; THENCE NORTH $89^{\circ}17'08''$ WEST 1057.14 FEET; THENCE NORTH $00^{\circ}42'52''$ EAST 30.00 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH $89^{\circ}17'08''$ EAST 1057.23 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

Exhibit C

Accountant Cost Certification



CliftonLarsonAllen LLP
95 S State Street, Suite 1150
Salt Lake City, UT 84111

phone 801-364-4949
CLAconnect.com

February 26, 2026

The Board of Trustees of
Sage Creek IFD
Weber County, Utah

Re: Sage Creek Infrastructure Financing District – Developer Reimbursement
and Public Infrastructure Costs

This report summarizes the results of procedures performed related to the Sage Creek Infrastructure Financing District (“the District”) Developer Reimbursement. Specifically, we read invoices to determine if amounts expended supported the assertion that the costs are eligible District Costs.

We did not evaluate quantity and quality measurements, which would be covered by an Engineer’s report.

We were not engaged to and did not; conduct an examination in accordance with generally accepted auditing standards, the objective of which would be the expression of an opinion on the financial statements of the Sage Creek Infrastructure Financing District. Accordingly, we do not express such an opinion. We performed our engagement as a consulting service under the AICPA Statement of Standards for Consulting Services. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Developer Reimbursement and Public Infrastructure Costs

The District engaged CliftonLarsonAllen, LLP to read documentation and invoices that support infrastructure costs submitted by Red Lync, LLC (“Developer”) and to determine which costs are eligible for reimbursement.

The Developer submitted documentation for \$1,560,187.32 of expenses incurred. Of the total submitted, \$1,290,724.14 was considered eligible and related to soft costs and capital outlay infrastructure improvements.

For additional detail on the costs incurred by the Developer, please refer to the attached Engineer’s Report and Certification dated February 26, 2026.

We are not independent with respect to Sage Creek Infrastructure Financing District.

This report is intended solely for your use and is not intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP
Salt Lake City, Utah

Sage Creek IFD
Payment Listing
January 23, 2026 - February 24, 2026

<u>Process Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Payment Method</u>	<u>Amount</u>
2/5/2026	The Connexion Group	Engineering	Wire	2,991.25
2/5/2026	CliftonLarsonAllen	Accounting	Wire	2,241.53
2/5/2026	White Bear Ankele	Legal	Wire	147.60
				<u>\$ 5,380.38</u>