# Board Meeting Documents
April 16, 2026

MINUTES OF THE STUDY SESSION – MARCH 12, 2026

The Board of Education of the Lake Mountain School District met in a study session on Thursday, March 12, 2026, at 4:00 PM. The study session took place in the board room at the Lake Mountain School District office in Saratoga Springs, UT.

Board members present: President Julie King, Vice President Matt Isaacson, Joylin Lincoln, Julie Myers, Melissa Sauser, and Ilene Strong. Absent: Charity Judkins

Also present: Superintendent Carter, Deputy Superintendent Bollinger, and members of the administrative staff. There were approximately 13 others in attendance.

ATEC West Options
Frank Pulley, Director of Physical Facilities, presented to the Board of Education three (3) potential options for the new ATEC West facility by adding and renovating the current Horizon School to add ATEC on the campus. Mr. Pulley reviewed construction requirements and timelines for each option as well as the financial requirements for the renovations.
Mr. Pulley also presented expansion options for the West Transportation office reviewing the construction requirements, timeline, and financial requirements for the renovations. He also included the possibility of adding the purchasing, warehouse, and technology building and the physical facilities building on the West Transportation property. Mr. Pulley also advised that there is a portion of property owned by Utah County in Saratoga Springs they may be willing to sell that could be a potential location for these additional department buildings.
Mr. Pulley fielded questions from the Board of Education.

Westlake Cluster Performing Arts
Maureen Hatch of Westlake High School & Jason Langlois of Lake Mountain Middle School, speaking on behalf of all LMSD performing arts teachers, presented to the Board of Education their vision for the future of the program. They emphasized the importance of initiating ongoing dialogue, securing a role in district-level planning, demonstrating the academic and social value of performing arts, and highlighting student engagement and community building. They also outlined the resources and support needed to continue and expand the program, positively impacting student experiences and future opportunities.
Ms. Hatch & Mr. Langlois fielded questions from the Board of Education.

Naming of New School in Eagle Mountain
New school Principal, John Emett - presented to the Board potential names for the new elementary school in Eagle Mountain. He expressed gratitude to ASD and LMSD for their partnership and support. In accordance with policy, Principal Emett formed a committee representing all neighborhoods of the new school. The committee surveyed community members, students, and families, resulting in 128 unique name submissions. The committee met to establish norms and considerations, identified three (3) potential mascots, and aimed to select a name that would positively influence future generations of faculty, students, and families. Principal Emett highlighted several fun name suggestions submitted by students and emphasized the goal of choosing a name the community could rally behind. The committee recommended the following names for Board consideration: Heritage Fields Elementary, Juniper Basin Elementary, or Sunrise Peak Elementary, with potential mascots being the Patriots, Hawks, or Falcons. Principal Emett also shared his insights on the thought process behind each name and presented the school's color board.
Principal Emett fielded questions from the Board of Education.

**The meeting adjourned at 5:39 PM.**

MINUTES OF THE BOARD MEETING – MARCH 12, 2026

The Board of Education of the Lake Mountain School District met in a board meeting on Thursday, March 12, 2026, at 6:00 PM. The board meeting took place in the boardroom of the Lake Mountain School District Office in Saratoga Springs, UT.

Board members present: President Julie King, Vice President Matt Isaacson, Joylin Lincoln, Julie Myers, Melissa Sauser and Ilene Strong. Absent: Charity Judkins.

Also present: Superintendent Carter, Deputy Superintendent Bollinger, and members of the administrative staff. There were approximately 22 others in attendance.

President Julie King conducted the meeting.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Nixon Hanson, Kindergartener at Saratoga Shores Elementary.

INSPIRATIONAL THOUGHT OR REFLECTION

An inspirational thought was given by Harper Hanson, 4th grader at Saratoga Shores Elementary.

INNOVATIVE SPOTLIGHT

**Mike Gowans** of Westlake High School presented on the school's Agriculture Education Facilities and Farm. He invited the Board to visit and see the baby lambs currently being born. The program develops the next generation of leaders by combining science, hands-on learning, and leadership through the FFA, helping students address challenges in feeding and sustaining the world. Students actively advocate for the program and participate in farm operations, which include a greenhouse, welding shop, and the sale of vegetables to the community. The farm provides training in welding, construction, and mechanics and manages an average of 250 animals per year through breeding programs. This includes 200 turkeys raised for Thanksgiving and, newly added this year, laying hens for students to raise and sell eggs to the community. A new fruit orchard, supported by a grant from Tractor Supply and the National FFA Organization, features pear, peach, apple trees, and grapes, allowing students to learn tree planting and irrigation installation. Crops grown include alfalfa, pumpkins, squash, and sweet corn. The farm now uses drones to map fields for fertilization and to gather livestock in hard-to-reach areas. Genetic engineering is also incorporated into the curriculum, teaching students how food, animals, and plants are produced while building science, leadership, and problem-solving skills. Students who raise animals participate in livestock shows across the state. Farm Field Days welcomed over 1,000 second- and third-grade students to tour the farm and engage with the program. Westlake's FFA program is the largest in the state, with over 600 students, and has been recognized by the National FFA Organization as a National Chapter Award winner for 16 consecutive years. The program has produced four state officers and over 100 American Degree recipients, the highest award an FFA member can achieve.

**Board member Myers** commented that the turkeys and pigs raised by the students are the best they have ever had, noting that some are even in their freezers.

**Mr. Gowans** responded that while the students raise the animals for meat, some become tender-hearted when they are sold, and he invited everyone to visit the farm anytime.

**President King** thanked Mr. Gowans and expressed appreciation for his presentation about the farm.

**Kelly Molinari**, Nutrition Services Manager for Horizon and Thunder Ridge, shared her experiences serving the two largest elementary schools in the district. With five years in the role, she expressed her love for both schools, their staff, administrators, and students, and her excitement for going to work each day. Ms. Molinari oversees breakfast and lunch for both schools, managing the unique challenges of different start and end times, serving schedules, and administrations. In February, the schools served 13,527 meals—an average of 750 meals per day, or 6.2 meals per minute—within a two-hour period each for breakfast and lunch. She emphasized making the most of student interactions, ensuring every child feels welcome with fist bumps, smiles, and attention to their needs. Her role involves wearing many hats: part chef, preparing homemade meals (including chocolate chip

cookies, which bring smiles to students' faces), first aid provider, air traffic controller directing students during serving times, and maintaining a well-stocked, properly staffed kitchen. She personally reviews 21 trays daily to ensure special dietary needs are safely met and also serves as a caregiver, celebrating birthdays and planning events like themed holidays—last year's Halloween featured a Jurassic Park theme with staff in inflatable dinosaur costumes. Despite the challenges, including starting at 6 a.m. and finishing at 2 p.m., she described the team as a well-oiled machine, cooking, feeding, cleaning, and leaving with pride in their work. She encouraged the Board to recognize the dedication of lunch staff, highlighting the hard work, energy, and care that goes into feeding students each day.
**President King** thanked Kelly for providing the Board with a snapshot of a day in the life of a lunch staff member.

PUBLIC COMMENT
There were no public comments.

CONSENT AGENDA
**Board president King recommended that the Board approve the consent agenda. Board member Sauser made the motion to approve the consent agenda, and it was seconded by Board member Lincoln. The Board voted in favor and the motion passed unanimously.**

DISCUSSION/ACTION ITEMS

1. MOU for APA on Cedar Valley Elementary Property
**President King** presented the Memorandum of Understanding (MOU) with American Preparatory Academy regarding Cedar Valley Elementary.
**Vice President Isaacson motioned to approve the MOU with American Preparatory Academy for the Cedar Valley Elementary property, and it was seconded by Board member Lincoln.**
**Vice President Isaacson** explained that the closure of Cedar Valley Elementary leaves the property vacant. He noted that the Board has a collaborative relationship with other entities and has been meeting with cities and neighboring schools. In particular, they have been working with American Preparatory Academy (APA), which reached out requesting information about the CVE property. APA plans to build a school in Eagle Mountain, with their charter board approving a Fall 2027 opening, and is currently seeking a site. The concept under discussion is to lease CVE as a temporary location for one to two years to facilitate a soft launch for the community while APA acquires land and constructs their school. Nothing is finalized, and discussions are still in the early stages. The proposed MOU allows both parties to continue exploring this concept if the Board chooses to proceed.
**Board member Strong** asked for clarification, confirming that APA stands for American Preparatory Academy. **Vice President Isaacson** confirmed that was correct.
**Board member Sauser** expressed appreciation for the work done, highlighting the strong collaboration and the opportunity this represents, and said he looks forward to future progress.
**Board member Lincoln** noted that, as a public school district, rapid growth could have overwhelmed the campus. In contrast, as a charter school, APA can cap enrollment, preventing the property from being overextended. She highlighted this as the key difference between APA using the campus and ASD using it.
**President King** shared that ongoing conversations are taking place with the town of Cedar Fort, which has expressed interest in leasing or potentially purchasing the building in the future. She emphasized that this MOU with APA is a short-term plan, with LMSD retaining ownership of the property, allowing flexibility for a future lease or sale. The arrangement also enables the district to continue utilizing the building while upholding the commitment that all students—whether enrolled in district schools, preschools, charter schools, or homeschooled—are welcome and supported in LMSD.
**The Board voted in favor and the motion passed unanimously.**

2. FY26 Lake Mountain School District Budget Amendment
   **President King** introduced an amendment to the budget to the Board for approval.
   **Board member Strong motioned to accept the FY26 Lake Mountain School District Budget Amendment, and it was seconded by Board member Myers.**
   **President King** explained that while the amendment is straightforward, it involves a significant amount of money. As part of negotiations, all boards agreed that each new board receives $10 million. These funds come from capital dollars and must remain in the capital fund to address district needs. She noted that Frank Pulley presented earlier on ATEC West, transportation, and physical facilities. The amendment ensures that the $10 million allocated will go to the capital budget. It is unlikely the full amount will be spent within the next three months, so unspent funds will roll over into FY27. If the funds appear in both fiscal years, it reflects the same allocation, as bills typically arrive later. The Board will ultimately decide which projects to prioritize.
   **The Board voted in favor and the motion passed unanimously.**

3. Recognition of New Lake Mountain School District Leadership Team
   **President King** expressed excitement about having audience members who have accepted positions within the district. She noted that names and titles would be announced and pictures taken.
   **Michelle Stephensen**, Assistant Superintendent of Elementary
   **Kim Romeril**, Assist ant Superintendent of Secondary
   **Travis Hamblin**, Assistant Superintendent of Student Services
   **Jason Crowton**, Director of Results & Achievement
   **Aaron Hale**, Director of State & Federal Programs
   **President King** expressed enthusiasm for the district's leadership team.

SUPERINTENDENT AND BOARD MEMBER REPORTS

**Superintendent Carter** discussed the district's hiring process, noting that different districts organize their leadership teams in various ways, both large and small, and that LMSD has intentionally structured theirs as they have. She expressed satisfaction with the hires made so far, describing the team as strong. As new members join, they have been asked to help build the organizational chart, with Superintendent Carter relying on both the Board and the team to guide the process. She noted that the leadership team is now complete, with the exception of the Business Administrator, and highlighted two additional team members reporting to Michelle Stephensen. Furthermore, four more positions will be posted on Friday. While the district has aimed to be proactive in hiring, they are balancing this with patience to ensure quality hires. Superintendent Carter explained that the leadership team remains small by design, with the goal of directing resources to schools. Current focus areas include strengthening counseling programs, social work, and psychology services, while fine arts may be expanded in the future. She expressed appreciation for the Board's support and for the talented individuals who have committed to joining the team.

**President King** thanked Dr. Carter, expressing the Board's appreciation for the collaborative team effort. She noted the excitement of adding new voices to the team and emphasized the Board's gratitude for the continued collaboration.

**Board member Sauser** acknowledged the many changes underway, including new leadership, principals, and boundary adjustments, and encouraged everyone to embrace these changes. She highlighted Eagle Valley Elementary's STEAM night, noting its positive impact on students moving from Mountain Trails who are affected by the boundary change. She also recognized the principals for inviting new families to the event and commended Principal Emett for his work with the new school and for engaging families and the community.

**Board member Lincoln** emphasized that innovation is a key value of the district. She attended the META Grant recipient awards and congratulated Vista Heights, Trailside, Sage Canyon, Lake Mountain, Frontier, Eagle Valley, and Desert Sky for receiving awards, expressing excitement for the opportunities these grants provide.

**President King** shared an animated rendering of the new high school, highlighting the vision for the building and emphasizing the importance of showing the community what it will look like.

**Vice President Isaacson** commented on the thoughtful balance in the high school's architectural design, noting that it serves as its own epicenter of the community, with programs in use from morning to night, six days a week. He praised the design and also gave a shout-out to the Westlake High School boys' basketball team for winning the state championship.

**Board member Strong** gave a shout-out to administrators who have participated in SCC meetings and are preparing their trust land plans for next year. She noted the extensive data being presented to the community to support these plans and expressed admiration for the hard work, saying she is very impressed with each school she has visited.

**President King** addressed the recent boundary changes implemented by ASD that affected schools in Saratoga Springs. She clarified that the Lake Mountain Board did not have a vote on these changes, just as they will not vote on the naming of the new school. She and Joylin spent significant time collaborating with the team, creating multiple maps and revising them based on public input. She acknowledged that boundary changes are challenging but a necessary part of managing growth, and the district strives to maintain stability where possible. A boundary study for the new high school is anticipated, which could also impact middle schools. Over the past year, several schools have undergone boundary adjustments. President King emphasized careful use of tax dollars to avoid overbuilding, noting that Operations and Facilities are exploring alternative building options to ensure responsible spending. The district's goal is to direct as many resources as possible to classrooms while meeting other district needs.

ADJOURNMENT

**On motion by Board member Lincoln and it was seconded by Board member Sauser, the meeting adjourned into a closed session per Utah State Code 52-4-205 as needed to discuss personnel, property or litigation at 6:56 PM. The Board members who voted in favor were President Julie King, Vice President Matt Isaacson, Joylin Lincoln, Julie Myers, Melissa Sauser, and Ilene Strong. The motion passed unanimously.**

MINUTES OF THE CLOSED SESSION – MARCH 12, 2026
The Board of Education of the Lake Mountain School District met in a closed session on Thursday, March 12, 2026 at 7:08 PM. The board meeting took place in the boardroom of the Lake Mountain School District Office in Saratoga Springs, UT.

Board members present: Board members present: President Julie King, Vice President Matt Isaacson, Joylin Lincoln, Julie Myers, Melissa Sauser and Ilene Strong. Absent: Charity Judkins.

Also present: Superintendent Vicki Carter and Deputy Superintendent Bollinger.

The purposed of the closed session was to discuss personnel, property, and litigation.

ADJORNMENT
**On motion by Board member Strong and seconded by Board member Sauser, the meeting adjourned at 8:18 PM. The Board members who voted in favor were President Julie King, Vice President Matt Isaacson, Joylin Lincoln, Julie Myers, Melissa Sauser, and Ilene Strong. The motion passed unanimously.**

# Financial Report - Fund 13 - General Fund (Lake Mountain School District)

| | FUNCTION DESCRIPTION | ORIGINAL BUDGET | YTD BUDGET ADJUSTMENTS | ADJUSTED BUDGET | RECEIPTS / EXPENDED | REMAINING BUDGET | % OF BUDGET |
|---|---|---|---|---|---|---|---|
| Revenue | Local Revenue | $0 | $0 | $0 | $0 | $0 | 0.00% |
| | State Revenue | $0 | $0 | $0 | $0 | $0 | 0.00% |
| Revenue | Total | $0 | $0 | $0 | $0 | $0 | 0.00% |

| | FUNCTION DESCRIPTION | ORIGINAL BUDGET | YTD BUDGET ADJUSTMENTS | ADJUSTED BUDGET | RECEIPTS / EXPENDED | REMAINING BUDGET | % OF BUDGET |
|---|---|---|---|---|---|---|---|
| Expenditures | Instruction | $0 | $0 | $0 | $0 | $0 | 0.00% |
| | K-12 Instr Support/Prof Dev | $0 | $0 | $0 | $0 | $0 | 0.00% |
| | Board of Education | $0 | $1,314,369 | $1,314,369 | $36,401 | $1,277,968 | 2.77% |
| | Board Communications | $0 | $0 | $0 | $0 | $0 | 0.00% |
| | Auditor Services | $0 | $50,000 | $50,000 | $0 | $50,000 | 0.00% |
| | Legal Services | $0 | $75,000 | $75,000 | $0 | $75,000 | 0.00% |
| | Superintendent | $0 | $0 | $0 | $0 | $0 | 0.00% |
| | District Leadership Team | $0 | $32,891 | $32,891 | $12,406 | $20,485 | 37.72% |
| | Business Administrator | $0 | $89,820 | $89,820 | $0 | $89,820 | 0.00% |
| | Technology Services | $0 | $0 | $0 | $1,989 | ($1,989) | 100.00% |
| | Operation & Maint of Plant Services | $0 | $0 | $0 | $0 | $0 | 0.00% |
| | Facilities Acquisition | $0 | $80,000 | $80,000 | $80,000 | $0 | 100.00% |
| | Other Sources & Uses | $0 | ($1,642,080) | ($1,642,080) | $0 | ($1,642,080) | 0.00% |
| Expenditures | Total | $0 | $0 | $0 | $130,796 | ($130,796) | 0.00% |

# Financial Report - Fund 37 - Capital Projects Fund (Lake Mountain School District)

| | FUNCTION DESCRIPTION | ORIGINAL BUDGET | YTD BUDGET ADJUSTMENTS | ADJUSTED BUDGET | RECEIPTS / EXPENDED | REMAINING BUDGET | % OF BUDGET |
|---|---|---|---|---|---|---|---|
| Expenditures | Instruction | $0 | $20,000 | $20,000 | $0 | $20,000 | 0.00% |
| | Technology Services | $0 | $269,393 | $269,393 | $0 | $269,393 | 0.00% |
| | Land Improvement | $0 | $10,000,000 | $10,000,000 | $0 | $10,000,000 | 0.00% |
| | Equipment Services | $0 | $72,890 | $72,890 | $0 | $72,890 | 0.00% |
| | Other Sources & Uses | $0 | ($10,362,283) | ($10,362,283) | $0 | ($10,362,283) | 0.00% |
| Expenditures | Total | $0 | $0 | $0 | $0 | $0 | 0.00% |

Report Description: 1.0 Income Stmt by Program    Account Year: 26    Account Periods: 00 - 09    Dates: 07/01/2025 - 03/31/2026    Cutoff Date:

| Account | | | Account Description | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|
| **26.13.099.9000.2311.0110.000000.00** | | | **Board Of Education** | | | | |
| | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | |
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | 42,000.00 | | | |
| 02/25/2026 | 13285 | 26007770 | 9000 rebudget correction | -8,000.00 | | | |
| 02/25/2026 | 13251 | 26007532 | State and Local mid-year rebud | 8,000.00 | | | |
| | | | **Total Budget Entries:** | **$42,000.00** | | | |
| **Payroll** | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | |
| 12/31/2025 | 123125C1 | 26005638 | 2D - Dec CU1 | | | 1,000.00 | |
| 12/31/2025 | 123125A1 | 26005487 | 2B - Decemb | | | 5,000.00 | |
| 01/30/2026 | 013026A1 | 26006449 | 2F - Jan All | | | 8,000.00 | |
| 02/27/2026 | 022726A1 | 26007422 | 2L - February | | | 7,000.00 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | 7,000.00 | |
| | | | **Total Payroll:** | | | **$28,000.00** | |
| | | | **Ending Balance:** | **$42,000.00** | **$0.00** | **$28,000.00** | **$14,000.00** |
| **26.13.099.9000.2311.0220.000000.00** | | | **Social Security** | | | | |
| | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | |
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | 3,213.00 | | | |
| 02/25/2026 | 13285 | 26007770 | 9000 rebudget correction | -600.00 | | | |
| 02/25/2026 | 13251 | 26007532 | State and Local mid-year rebud | 600.00 | | | |
| | | | **Total Budget Entries:** | **$3,213.00** | | | |
| **Payroll** | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | |
| 12/31/2025 | 123125C1 | 26005638 | 2D - Dec CU1 | | | 76.50 | |
| 12/31/2025 | 123125A1 | 26005487 | 2B - Decemb | | | 376.07 | |
| 01/30/2026 | 013026A1 | 26006449 | 2F - Jan All | | | 605.57 | |
| 02/27/2026 | 022726A1 | 26007422 | 2L - February | | | 529.07 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | 529.07 | |
| | | | **Total Payroll:** | | | **$2,116.28** | |
| | | | **Ending Balance:** | **$3,213.00** | **$0.00** | **$2,116.28** | **$1,096.72** |

Report Description: 1.0 Income Stmt by Program Account Year: 26 Account Periods: 00 - 09 Dates: 07/01/2025 - 03/31/2026 Cutoff Date:

| Account | | | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| **26.13.099.9000.2311.0230.000000.00** | | | **Industrial Insurance** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | | 105.00 | | | |
| 02/25/2026 | 13285 | 26007770 | 9000 rebudget correction | | -20.00 | | | |
| 02/25/2026 | 13251 | 26007532 | State and Local mid-year rebud | | 20.00 | | | |
| | | | | **Total Budget Entries:** | **$105.00** | | | |
| **Payroll** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 12/31/2025 | 123125C1 | 26005638 | 2D - Dec CU1 | | | | 2.50 | |
| 12/31/2025 | 123125A1 | 26005487 | 2B - Decemb | | | | 12.50 | |
| 01/30/2026 | 013026A1 | 26006449 | 2F - Jan All | | | | 20.00 | |
| 02/27/2026 | 022726A1 | 26007422 | 2L - February | | | | 17.50 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | | 17.50 | |
| | | | | **Total Payroll:** | | | **$70.00** | |
| | | | | **Ending Balance:** | **$105.00** | **$0.00** | **$70.00** | **$35.00** |
| **26.13.099.9000.2311.0240.000000.00** | | | **Health & Accident Ins.** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | | 87,500.00 | | | |
| 02/25/2026 | 13251 | 26007532 | State and Local mid-year rebud | | -86,214.00 | | | |
| 02/25/2026 | 13285 | 26007770 | 9000 rebudget correction | | 86,214.00 | | | |
| | | | | **Total Budget Entries:** | **$87,500.00** | | | |
| **Payroll** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 01/30/2026 | 013026A1 | 26006449 | 2F - Jan All | | | | 750.00 | |
| | | | | **Total Payroll:** | | | **$750.00** | |
| | | | | **Ending Balance:** | **$87,500.00** | **$0.00** | **$750.00** | **$86,750.00** |
| **26.13.099.9000.2311.0270.000000.00** | | | **Disab, Life, Dep Life Ins** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | | 882.00 | | | |
| 02/25/2026 | 13251 | 26007532 | State and Local mid-year rebud | | -882.00 | | | |
| 02/25/2026 | 13285 | 26007770 | 9000 rebudget correction | | 882.00 | | | |
| | | | | **Total Budget Entries:** | **$882.00** | | | |
| | | | | **Ending Balance:** | **$882.00** | **$0.00** | **$0.00** | **$882.00** |
| **1-92 Payroll Expenditures** | | | | | **$133,700.00** | **$0.00** | **$30,936.28** | **$102,763.72** |

Report Description: 1.0 Income Stmt by Program Account Year: 26 Account Periods: 00 - 09 Dates: 07/01/2025 - 03/31/2026 Cutoff Date:

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9000.2316.0332.000000.00** | **Auditor Services** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | Budget |
|---|---|---|---|---|
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | 75,000.00 |
| 01/07/2026 | 13056 | 26005802 | FUND 13 COMPUTER EQUIPMENT BUD | -25,000.00 |
| | | | **Total Budget Entries:** | **$50,000.00** |

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Ending Balance:** | **$50,000.00** | **$0.00** | **$0.00** | **$50,000.00** |

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9000.2317.0333.000000.00** | **Legal Fees** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | Budget |
|---|---|---|---|---|
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | 75,000.00 |
| | | | **Total Budget Entries:** | **$75,000.00** |

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Ending Balance:** | **$75,000.00** | **$0.00** | **$0.00** | **$75,000.00** |

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9000.4000.0441.000000.00** | **Rent - District Office** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | Budget |
|---|---|---|---|---|
| 12/18/2025 | 13037 | 26005534 | WEST DISTRICT RENT BUDGET | 80,000.00 |
| | | | **Total Budget Entries:** | **$80,000.00** |

**Payments**

| Date | Check/Claim | PO | Invoice | Batch | Vendor | Vendor Name | Description | Expenditures |
|---|---|---|---|---|---|---|---|---|
| 12/23/2025 | 5100320736 | LEASE | 1/1-7 | 26005557 | 74224 | CITY OF SARATOGA SPRIN | LEASE WEST DISTRICT OFFICE 1/1/26-7/1/26 | 80,000.00 |
| | | | | | | | **Total Payments:** | **$80,000.00** |

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Ending Balance:** | **$80,000.00** | **$0.00** | **$80,000.00** | **$0.00** |

Report Description: 1.0 Income Stmt by Program Account Year: 26 Account Periods: 00 - 09 Dates: 07/01/2025 - 03/31/2026 Cutoff Date:

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9000.2311.0580.000000.00** | **Mileage-Travel** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | Budget |
|---|---|---|---|---|
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | 8,500.00 |

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Total Budget Entries:** | **$8,500.00** | | | |
| **Ending Balance:** | **$8,500.00** | **$0.00** | **$0.00** | **$8,500.00** |

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9000.2311.0581.000000.00** | **Professional Development** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | Budget |
|---|---|---|---|---|
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | 33,000.00 |

| | Budget |
|---|---|
| **Total Budget Entries:** | **$33,000.00** |

**Payments**

| Date | Check/Claim | PO | Invoice | Batch | Vendor | Vendor Name | Description | Expenditures |
|---|---|---|---|---|---|---|---|---|
| 12/11/2025 | 5100319988 | | 12082025 | 26005081 | 87466 | UTAH SCHOOL BOARDS A | USBA 2026 CONFERENCE REGISTRA. LAKE MTN | 3,475.00 |
| 01/21/2026 | 5100322557 | | 26006281 | 26006281 | 3589 | LITTLE AMERICA HOTEL | USBA HOTEL-JULIE MEYERS | 227.99 |

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Total Payments:** | | | **$3,702.99** | |
| **Ending Balance:** | **$33,000.00** | **$0.00** | **$3,702.99** | **$29,297.01** |

Report Description: 1.0 Income Stmt by Program Account Year: 26 Account Periods: 00 - 09 Dates: 07/01/2025 - 03/31/2026 Cutoff Date:

| Account | Account Description | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|

**26.13.099.9000.2311.0610.000000.00** **Materials And Supplies**

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | Budget |
|---|---|---|---|---|
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | 12,000.00 |
| | | | **Total Budget Entries:** | **$12,000.00** |

**Payments**

| Date | Check/Claim | PO | Invoice | Batch | Vendor | Vendor Name | Description | Expenditures |
|---|---|---|---|---|---|---|---|---|
| 12/23/2025 | 5100320735 | REIMB | JK | 26005554 | 999996 | JULIE KING | REIMB KING DOMAIN NAMES FOR LAKE MTN DIS | 91.71 |
| 01/21/2026 | 5100322557 | | 26006281 | 26006281 | 22784 | COSTCO/SCHOOLS | Screening Committee Snacks | 34.95 |
| 02/23/2026 | 5100325135 | | 26007366 | 26007366 | 88096 | U S BANK | LAKE MTN BOARD | 1,367.94 |
| 02/23/2026 | 5100325135 | | 26007366 | 26007366 | 88096 | U S BANK | Board Lunch - Sales tax on lunch | 7.49 |
| | | | | | | | **Total Payments:** | **$1,502.09** |

**Journal Entries**

| Date | Reference | Batch | Description | Expenditures |
|---|---|---|---|---|
| 01/26/2026 | 151302 | 26006432 | 089-S - JS-628285-GP26495 TOWE | 1,333.07 |
| 02/02/2026 | 151302 | 26006687 | 089-S - JS-613901-KNIFE, PUTTY | 3.75 |
| 02/12/2026 | 151302 | 26007053 | 089-S - JS-627024-MICROFIBER G | 14.40 |
| 02/26/2026 | 149597 | 26007569 | WO 368192- Lake Mtn DO- Custod | -1,351.22 |
| 02/28/2026 | 150314 | 26007876 | Walmart - LM Supplies | 151.52 |
| | | | **Total Journal Entries:** | **$151.52** |

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Ending Balance:** | **$12,000.00** | **$0.00** | **$1,653.61** | **$10,346.39** |

**26.13.099.9000.2311.0610.000000.27** **Unallocated Funding**

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | Budget |
|---|---|---|---|---|
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | 1,152,560.00 |
| 12/18/2025 | 13037 | 26005534 | WEST DISTRICT RENT BUDGET | -80,000.00 |
| 02/27/2026 | 13273 | 26007638 | LMSD Assoc Supt | -32,891.00 |
| | | | **Total Budget Entries:** | **$1,039,669.00** |

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Ending Balance:** | **$1,039,669.00** | **$0.00** | **$0.00** | **$1,039,669.00** |

**26.13.099.9000.2311.0616.000000.00** **Printing**

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | Budget |
|---|---|---|---|---|
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | 2,500.00 |
| | | | **Total Budget Entries:** | **$2,500.00** |

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **Ending Balance:** | **$2,500.00** | **$0.00** | **$0.00** | **$2,500.00** |

Report Description: 1.0 Income Stmt by Program Account Year: 26 Account Periods: 00 - 09 Dates: 07/01/2025 - 03/31/2026 Cutoff Date:

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9000.2311.0635.000000.00** | **District Food Exp** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Payments**

| Date | Check/Claim | PO | Invoice | Batch | Vendor | Vendor Name | Description | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 02/23/2026 | 5100325135 | | 26007366 | 26007366 | 88096 | U S BANK | Board Closed Session lunch | | | 107.90 | |
| | | | | | | | **Total Payments:** | | | **$107.90** | |
| | | | | | | | **Ending Balance:** | **$0.00** | **$0.00** | **$107.90** | **-$107.90** |

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9000.2311.0650.000000.00** | **Computer Equipment** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| 01/07/2026 | 13056 | 26005802 | FUND 13 COMPUTER EQUIPMENT BUD | | 25,000.00 | | | |
| | | | | **Total Budget Entries:** | **$25,000.00** | | | |
| | | | | **Ending Balance:** | **$25,000.00** | **$0.00** | **$0.00** | **$25,000.00** |

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9000.2311.0810.000000.00** | **Professional Dues** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| 12/05/2025 | 12999 | 26005027 | WEST BOARD BUDGET TRFR TO FUND | | 60,000.00 | | | |
| | | | | **Total Budget Entries:** | **$60,000.00** | | | |
| | | | | **Ending Balance:** | **$60,000.00** | **$0.00** | **$0.00** | **$60,000.00** |

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **2-91 Nonpayroll Expenditures** | **$1,385,669.00** | **$0.00** | **$85,464.50** | **$1,300,204.50** |
| **2-EXP Total Expenditures & Other Uses** | **$1,519,369.00** | **$0.00** | **$116,400.78** | **$1,402,968.22** |
| **Net (Income)/Loss** | **$1,519,369.00** | **$0.00** | **$116,400.78** | **$1,402,968.22** |

Report Description: 1.0 Income Stmt by Program   Account Year: 26   Account Periods: 00 - 09   Dates: 07/01/2025 - 03/31/2026   Cutoff Date:

| Account | | | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| **26.13.099.9002.2510.0113.000000.00** | | | **Business Administrator** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 03/31/2026 | 13444 | 26008845 | New District - Salary Equitabi | | 61,543.00 | | | |
| | | | | **Total Budget Entries:** | **$61,543.00** | | | |
| | | | | **Ending Balance:** | **$61,543.00** | **$0.00** | **$0.00** | **$61,543.00** |
| **26.13.099.9002.2510.0210.000000.00** | | | **State Retirement** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 03/31/2026 | 13444 | 26008845 | New District - Salary Equitabi | | 13,964.00 | | | |
| | | | | **Total Budget Entries:** | **$13,964.00** | | | |
| | | | | **Ending Balance:** | **$13,964.00** | **$0.00** | **$0.00** | **$13,964.00** |
| **26.13.099.9002.2510.0220.000000.00** | | | **Social Security** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 03/31/2026 | 13444 | 26008845 | New District - Salary Equitabi | | 4,708.00 | | | |
| | | | | **Total Budget Entries:** | **$4,708.00** | | | |
| | | | | **Ending Balance:** | **$4,708.00** | **$0.00** | **$0.00** | **$4,708.00** |
| **26.13.099.9002.2510.0230.000000.00** | | | **Industrial Insurance** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 03/31/2026 | 13444 | 26008845 | New District - Salary Equitabi | | 154.00 | | | |
| | | | | **Total Budget Entries:** | **$154.00** | | | |
| | | | | **Ending Balance:** | **$154.00** | **$0.00** | **$0.00** | **$154.00** |
| **26.13.099.9002.2510.0240.000000.00** | | | **Health & Accident Ins.** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 03/31/2026 | 13444 | 26008845 | New District - Salary Equitabi | | 9,365.00 | | | |
| | | | | **Total Budget Entries:** | **$9,365.00** | | | |
| | | | | **Ending Balance:** | **$9,365.00** | **$0.00** | **$0.00** | **$9,365.00** |
| **26.13.099.9002.2510.0270.000000.00** | | | **Disab, Life, Dep Life Ins** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 03/31/2026 | 13444 | 26008845 | New District - Salary Equitabi | | 86.00 | | | |
| | | | | **Total Budget Entries:** | **$86.00** | | | |
| | | | | **Ending Balance:** | **$86.00** | **$0.00** | **$0.00** | **$86.00** |

Report Description: 1.0 Income Stmt by Program Account Year: 26 Account Periods: 00 - 09 Dates: 07/01/2025 - 03/31/2026 Cutoff Date:

| Account | Account Description | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|
| **1-92 Payroll Expenditures** | | **$89,820.00** | **$0.00** | **$0.00** | **$89,820.00** |
| **2-EXP Total Expenditures & Other Uses** | | **$89,820.00** | **$0.00** | **$0.00** | **$89,820.00** |
| **Net (Income)/Loss** | | **$89,820.00** | **$0.00** | **$0.00** | **$89,820.00** |

Report Description: 1.0 Income Stmt by Program Account Year: 26 Account Periods: 00 - 09 Dates: 07/01/2025 - 03/31/2026 Cutoff Date:

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9003.2329.0114.000000.00** | **Administrator** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| 02/27/2026 | 13273 | 26007638 | LMSD Assoc Supt | | 23,750.00 | | | |
| | | | | **Total Budget Entries:** | **$23,750.00** | | | |

**Payroll**

| Date | Reference | Batch | Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| 02/27/2026 | 022726C1 | 26007774 | 2N - Feb CU1 | | | | 4,750.00 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | | 4,750.00 | |
| | | | | **Total Payroll:** | | | **$9,500.00** | |
| | | | | **Ending Balance:** | **$23,750.00** | **$0.00** | **$9,500.00** | **$14,250.00** |

Report Description: 1.0 Income Stmt by Program Account Year: 26 Account Periods: 00 - 09 Dates: 07/01/2025 - 03/31/2026 Cutoff Date:

| Account | | | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| **26.13.099.9003.2329.0210.000000.00** | | | **State Retirement** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 02/27/2026 | 13273 | 26007638 | LMSD Assoc Supt | | 7,265.00 | | | |
| | | | | **Total Budget Entries:** | **$7,265.00** | | | |
| **Payroll** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 02/27/2026 | 022726C1 | 26007774 | 2N - Feb CU1 | | | | 1,077.78 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | | 1,077.78 | |
| | | | | **Total Payroll:** | | | **$2,155.56** | |
| | | | | **Ending Balance:** | **$7,265.00** | **$0.00** | **$2,155.56** | **$5,109.44** |
| **26.13.099.9003.2329.0220.000000.00** | | | **Social Security** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 02/27/2026 | 13273 | 26007638 | LMSD Assoc Supt | | 1,817.00 | | | |
| | | | | **Total Budget Entries:** | **$1,817.00** | | | |
| **Payroll** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 02/27/2026 | 022726C1 | 26007774 | 2N - Feb CU1 | | | | 363.38 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | | 363.38 | |
| | | | | **Total Payroll:** | | | **$726.76** | |
| | | | | **Ending Balance:** | **$1,817.00** | **$0.00** | **$726.76** | **$1,090.24** |
| **26.13.099.9003.2329.0230.000000.00** | | | **Industrial Insurance** | | | | | |
| | | | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 02/27/2026 | 13273 | 26007638 | LMSD Assoc Supt | | 59.00 | | | |
| | | | | **Total Budget Entries:** | **$59.00** | | | |
| **Payroll** | | | | | | | | |
| **Date** | **Reference** | **Batch** | **Description** | | | | | |
| 02/27/2026 | 022726C1 | 26007774 | 2N - Feb CU1 | | | | 11.88 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | | 11.88 | |
| | | | | **Total Payroll:** | | | **$23.76** | |
| | | | | **Ending Balance:** | **$59.00** | **$0.00** | **$23.76** | **$35.24** |
| **1-92 Payroll Expenditures** | | | | | **$32,891.00** | **$0.00** | **$12,406.08** | **$20,484.92** |
| **2-EXP Total Expenditures & Other Uses** | | | | | **$32,891.00** | **$0.00** | **$12,406.08** | **$20,484.92** |
| **Net (Income)/Loss** | | | | | **$32,891.00** | **$0.00** | **$12,406.08** | **$20,484.92** |

Report Description: 1.0 Income Stmt by Program    Account Year: 26    Account Periods: 00 - 09    Dates: 07/01/2025 - 03/31/2026    Cutoff Date:

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9035.2580.0158.000000.00** | **Hourly Technician** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Payroll**

| Date | Reference | Batch | Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| 01/30/2026 | 013026A1 | 26006449 | 2F - Jan All | | | | 479.80 | |
| 02/27/2026 | 022726A1 | 26007422 | 2L - February | | | | 439.82 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | | 610.58 | |
| | | | | **Total Payroll:** | | | **$1,530.20** | |
| | | | | **Ending Balance:** | **$0.00** | **$0.00** | **$1,530.20** | **-$1,530.20** |

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9035.2580.0210.000000.00** | **State Retirement** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Payroll**

| Date | Reference | Batch | Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| 01/30/2026 | 013026A1 | 26006449 | 2F - Jan All | | | | 108.87 | |
| 02/27/2026 | 022726A1 | 26007422 | 2L - February | | | | 99.80 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | | 134.81 | |
| | | | | **Total Payroll:** | | | **$343.48** | |
| | | | | **Ending Balance:** | **$0.00** | **$0.00** | **$343.48** | **-$343.48** |

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9035.2580.0220.000000.00** | **Social Security** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Payroll**

| Date | Reference | Batch | Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| 01/30/2026 | 013026A1 | 26006449 | 2F - Jan All | | | | 35.01 | |
| 02/27/2026 | 022726A1 | 26007422 | 2L - February | | | | 32.10 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | | 44.56 | |
| | | | | **Total Payroll:** | | | **$111.67** | |
| | | | | **Ending Balance:** | **$0.00** | **$0.00** | **$111.67** | **-$111.67** |

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.13.099.9035.2580.0230.000000.00** | **Industrial Insurance** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Payroll**

| Date | Reference | Batch | Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|---|---|
| 01/30/2026 | 013026A1 | 26006449 | 2F - Jan All | | | | 1.20 | |
| 02/27/2026 | 022726A1 | 26007422 | 2L - February | | | | 1.10 | |
| 03/31/2026 | 033126A1 | 26008481 | 2Q - March All | | | | 1.53 | |
| | | | | **Total Payroll:** | | | **$3.83** | |
| | | | | **Ending Balance:** | **$0.00** | **$0.00** | **$3.83** | **-$3.83** |

| | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|
| **1-92 Payroll Expenditures** | **$0.00** | **$0.00** | **$1,989.18** | **-$1,989.18** |
| **2-EXP Total Expenditures & Other Uses** | **$0.00** | **$0.00** | **$1,989.18** | **-$1,989.18** |
| **Net (Income)/Loss** | **$0.00** | **$0.00** | **$1,989.18** | **-$1,989.18** |

Report Description: 1.0 Income Stmt by Program    Account Year: 26    Account Periods: 00 - 09    Dates: 07/01/2025 - 03/31/2026    Cutoff Date:

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.37.080.9035.1000.0650.000000.00** | **School Computer Rotation** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | |
| **Date / Reference / Batch** | **Description** | | | | | |
| 03/31/2026 13441 26008834 | Technology New District Budget | | 20,000.00 | | | |
| | | **Total Budget Entries:** | **$20,000.00** | | | |
| | | **Ending Balance:** | **$20,000.00** | **$0.00** | **$0.00** | **$20,000.00** |
| **26.37.080.9035.2580.0670.000000.00** | **Software - Network** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | |
| **Date / Reference / Batch** | **Description** | | | | | |
| 03/31/2026 13441 26008834 | Technology New District Budget | | 170,393.00 | | | |
| | | **Total Budget Entries:** | **$170,393.00** | | | |
| | | **Ending Balance:** | **$170,393.00** | **$0.00** | **$0.00** | **$170,393.00** |
| **26.37.080.9035.2580.0670.000000.01** | **Software-Skyward Qmlativ** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | |
| **Date / Reference / Batch** | **Description** | | | | | |
| 03/31/2026 13441 26008834 | Technology New District Budget | | 80,500.00 | | | |
| | | **Total Budget Entries:** | **$80,500.00** | | | |
| | | **Ending Balance:** | **$80,500.00** | **$0.00** | **$0.00** | **$80,500.00** |
| **26.37.080.9035.2580.0670.000000.21** | **Software** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | |
| **Date / Reference / Batch** | **Description** | | | | | |
| 03/31/2026 13441 26008834 | Technology New District Budget | | 18,500.00 | | | |
| | | **Total Budget Entries:** | **$18,500.00** | | | |
| | | **Ending Balance:** | **$18,500.00** | **$0.00** | **$0.00** | **$18,500.00** |
| **26.37.080.9035.4600.0709.000000.00** | **Computer Infrastructure** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |
| **Budget Entries** | | | | | | |
| **Date / Reference / Batch** | **Description** | | | | | |
| 03/31/2026 13441 26008834 | Technology New District Budget | | 72,890.00 | | | |
| | | **Total Budget Entries:** | **$72,890.00** | | | |
| | | **Ending Balance:** | **$72,890.00** | **$0.00** | **$0.00** | **$72,890.00** |
| **2-91 Nonpayroll Expenditures** | | | **$362,283.00** | **$0.00** | **$0.00** | **$362,283.00** |
| **2-EXP Total Expenditures & Other Uses** | | | **$362,283.00** | **$0.00** | **$0.00** | **$362,283.00** |
| **Net (Income)/Loss** | | | **$362,283.00** | **$0.00** | **$0.00** | **$362,283.00** |

Report Description: 1.0 Income Stmt by Program Account Year: 26 Account Periods: 00 - 09 Dates: 07/01/2025 - 03/31/2026 Cutoff Date:

| Account | Account Description | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|---|
| **26.37.099.9965.4200.0711.000000.00** | **Capital Allocation Control** | | | | | |
| | | **Beginning Balance:** | **$0.00** | **$0.00** | **$0.00** | **$0.00** |

**Budget Entries**

| Date | Reference | Batch | Description | | Budget |
|---|---|---|---|---|---|
| 03/20/2026 | 13364 | 26008390 | Capital Outlay Pre-Loads | | 10,000,000.00 |
| | | | | **Total Budget Entries:** | **$10,000,000.00** |

| | | Budget | Encumbrance | Expenditures | Available |
|---|---|---|---|---|---|
| | **Ending Balance:** | **$10,000,000.00** | **$0.00** | **$0.00** | **$10,000,000.00** |
| **2-91 Nonpayroll Expenditures** | | **$10,000,000.00** | **$0.00** | **$0.00** | **$10,000,000.00** |
| **2-EXP Total Expenditures & Other Uses** | | **$10,000,000.00** | **$0.00** | **$0.00** | **$10,000,000.00** |
| **Net (Income)/Loss** | | **$10,000,000.00** | **$0.00** | **$0.00** | **$10,000,000.00** |

Report Description: 1.0 Income Stmt by Program Account Year: 26 Account Periods: 00 - 09 Dates: 07/01/2025 - 03/31/2026 Cutoff Date:

**FJEXD01A** (build 26.3.5.1)

**Selection Criteria**

| | |
|---|---|
| Account Year | 26 |
| Account Period Range | 00 - 09 |
| Include Budget Detail | Yes |
| Cutoff Date | |
| Report ID | 63334 |
| Report Title | Income Statement by Program |
| Report Description | 1.0 Income Stmt by Program |
| Role ID | ACCOUNTING |

**Display Option**

| | |
|---|---|
| Show Zero Accounts | No |
| Summary/Detail | Detail |
| Sum Encumbrances | Yes |
| Sum Payments | Yes |
| Sum Journals | Yes |

**Report Specification Sort / Totals**

| | | | | |
|---|---|---|---|---|
| PROGRAM | Sequence: 1 | Heading: Y | Total: N | Page Break: Y |
| FUND | Sequence: 2 | Heading: Y | Total: N | Page Break: Y |
| TYPE TOTAL | Sequence: 3 | Heading: N | Total: Y | Page Break: N |
| MAJOR TYPE | Sequence: 4 | Heading: N | Total: Y | Page Break: N |
| MINOR TYPE | Sequence: 5 | Heading: N | Total: Y | Page Break: N |
| OBJECT2 | Sequence: 6 | Heading: N | Total: N | Page Break: N |
| OBJECT | Sequence: 7 | Heading: N | Total: N | Page Break: N |
| FUNCTION | Sequence: 8 | Heading: N | Total: N | Page Break: N |

**Report Specification Selection Ranges**

| | |
|---|---|
| FUND | 37 - 37 |
| FUND | 13 - 13 |
| FUNCTION | 0777 - 6000 |

## Personnel Hiring

| Position | Name | Start Date |
| --- | --- | --- |
| Director of Operations and Analytics | Derek Farnes | 7/1/27 |
| Director of Facilities and Environment | Scott McDonald | 7/1/27 |
| Director of Teaching and Learning K-6 | Kerry Milner | 7/1/27 |
| Directory of Technology and Infrastructure | Ryan Neff | 7/1/27 |
| Director of Special Education | Jacklyn Knapp | 7/1/27 |
| Director of Business Operations | Carol Guest | 7/1/27 |

# REAL ESTATE PURCHASE CONTRACT FOR LAND

Utah Association of REALTORS®

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

## EARNEST MONEY DEPOSIT

On this 17th day of April, 2026 ("Offer Reference Date") Lake Mountain School District and or Assigns ("Buyer") offers to purchase from Rush Creek Properties, LLC ("Seller") the Property described below and **agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23)**, Earnest Money in the amount of $ 25,000 in the form of Check or Wire. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

## OFFER TO PURCHASE

**1. PROPERTY:** Approximately 100 acres of Parcel #59:034:0183 See Exhibit A for approximate boundary also described as: See Exhibit A
City of Eagle Mountain CIty, County of U t a h State of Utah, Zip 84005 Tax ID No. 59:034:0183 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

**1.1 Included Items (specify)** ______

**1.2 Excluded Items (specify)** ______

**1.3 Water Service** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: ______

**2. PURCHASE PRICE.** The Purchase Price for the Property is $25,047,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

$25,000 **(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

$______ **(b) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

$20,047,000 **(c) Seller Financing.** (see attached Seller Financing Addendum)

$4,975,000 **(d) Balance of Purchase Price in Cash at Settlement**

$25,047,000 **PURCHASE PRICE. Total of lines (a) through (d)**

**3. SETTLEMENT AND CLOSING.**

**3.1 Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

**3.2 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.2(b) and (c) shall be completed no later than four calendar days after Settlement.

**3.3 Possession.** Seller shall deliver physical possession of the Property to Buyer as follows: [X] **Upon Recording;** [ ] ____ **Hours after Recording;** [ ] ____ **Calendar Days after Recording;** Any contracted rental of the Property prior to or after

Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 3.3 shall survive Closing.

**4. PRORATIONS/ ASSESSMENTS/ OTHER PAYMENT OBLIGATIONS.**

**4.1 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this section 4.1 shall survive Closing.

**4.2 Greenbelt.** If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: [ ] Seller [ ] Buyer [X] Split Equally Between Buyer and Seller [ ] Other (explain) ______________________________ The provisions of this Section 4.2 shall survive Closing.

**4.3 Special Assessments..** Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: [X] Seller [ ] Buyer [ ] Split Equally Between Buyer and Seller [ ] Other (explain) ______________________________ The provisions of this Section 4.3 shall survive Closing.

**4.4 Fees/Costs/Payment Obligations.**

**(a) Escrow Fees.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.4(a) shall survive Closing.

**(b) Rental Deposits/Prepaid Rents.** Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.4(b) shall survive Closing.

**(c) Utility Services.** Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this section 4.4(c) shall survive Closing.

**(d) HOA/Other Entity Fees Due Upon Change of Ownership.** Some HOAs, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: [ ] Seller [ ] Buyer [ ] Split Equally Between Buyer and Seller [X] Other (explain) N/A ______________________________ The provisions of this Section 4.4(d) shall survive Closing.

**(e) Real Estate Brokerage Compensation.** Seller and Buyer agree that Seller shall contribute ZERO % of the Purchase Price to Buyer's Brokerage or $ZERO to Buyer's Brokerage, if applicable ("Seller's Compensation Contribution"). If no amount is entered, then Seller has not agreed to compensate Buyer's Brokerage in the REPC. This payment shall be made in addition to any other compensation agreed to by the Seller's Brokerage to Buyer's Brokerage, if applicable. Buyer agrees that Seller's compensation Contribution, combined with any other payment from Seller's Brokerage, if applicable, to Buyer's Brokerage, shall not exceed the amount agreed to between Buyer and Buyer's Brokerage in their written buyer-broker agreement. The provisions of this Section 4.4(e) shall survive Closing.

**(f) Sales Proceeds Withholding.** The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient fund to pay off on Seller's behalf of all mortgages, trust deeds, judgements, mechanic liens, tax liens, real estate brokerage compensation, and warrants. The provisions of this Section 4.4(f) shall survive Closing.

**5. CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

| | | |
|---|---|---|
| Seller's Agent | Dan Ford, represents | **[X] Seller [ ] both Buyer and Seller as a Limited Agent;** |
| Seller's Brokerage | Colliers International Intermountain-Wasatch, represents | **[X] Seller [ ] both Buyer and Seller as a Limited Agent;** |
| Buyer's Agent | N/A, represents | **[X] Buyer [ ] both Buyer and Seller as a Limited Agent;** |
| Buyer's Brokerage | N/A, represents | **[X] Buyer [ ] both Buyer and Seller as a Limited Agent.** |

**6. TITLE & TITLE INSURANCE.**

**6.1 Title to Property.** Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

**6.2 Title Insurance.** At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

**7. SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

**(a)** a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section10.2;

**(b)** a Commitment for Title Insurance as referenced in Section 6.1;

**(c)** a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;

**(d)** a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;

**(e)** a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

**(f)** evidence of any water rights and/or water shares referenced in Section 1.3;

**(g)** written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and

**(h)** Other (specify) ______________________________

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property: [X] **IS** [ ] **IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

**(a) Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

**(b) Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

**(c) Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property: [X] **IS** [ ] **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

**(a) Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

**(b) Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property: [X] **IS** [ ] **IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

**(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

**(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.2 of the REPC, then Buyer or

Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

**8.4 ADDITIONAL EARNEST MONEY DEPOSIT.** If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: [ ] **WILL** [X] **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $N / A. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There [X] **ARE** [ ] **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: [X] **Addendum No.** 1 [X] **Seller Financing Addendum** [ ] **Other (specify)** ____________

**10. AS-IS CONDITION OF PROPERTY.**

**10.1 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

**10.2 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

**11. FINAL PRE-SETTLEMENT INSPECTION.**

**11.1 Pre-Settlement Inspection.** At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

**11.2 Escrow to Complete the Work.** If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

**12. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing: [X] **SHALL** [ ] **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

**16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

**(a) Seller Disclosure Deadline** 5 days from acceptance (Date)

**(b) Due Diligence Deadline** 5 Business Days after School District Approval (Date)

**(c) Financing & Appraisal Deadline** 10 Business days after School District Approval (Date)

**(d) Settlement Deadline** 30 days after School District Approval (Date)

 Buyer's Initials ______________ Date ________ Seller's Initials ______________ Date ________

**25. OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 6 : 00 [ ] **AM** [X] **PM** Mountain Time on April 24, 2026 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

| | | | |
|---|---|---|---|
| (Buyer's Signature) | (Date) | (Buyer's Signature) | (Date) |

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

[ ] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[ ] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. ______________.

[ ] **REJECTION:** Seller rejects the foregoing offer.

| | | | | | |
|---|---|---|---|---|---|
| (Seller's Signature) | (Date) | (Time) | (Seller's Signature) | (Date) | (Time) |

# ADDENDUM NO. 1
# TO
# REAL ESTATE PURCHASE CONTRACT

**THIS IS AN** [X] **ADDENDUM** [ ] **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 17th day of April, 2026 including all prior addenda and counteroffers, between Lake Mountain School District and or Assigns as Buyer, and Rush Creek Properties, LLC as Seller, regarding the Property located at Approximately 100 acres of Parcel #59:034:0183 See Exhibit A. The following terms are hereby incorporated as part of the REPC:

**1. 1031 EXCHANGE (check applicable box)**

[ ] **Seller - 1031 Exchange.** Seller desires to enter into this transaction and to sell the Property as a "Relinquished Property" under Section 1031 of the Internal Revenue Code. Accordingly Buyer agrees to fully cooperate with the Seller in completing the 1031 Exchange, at no expense or liability to Buyer; or

[X] **Buyer - 1031 Exchange.** Buyer desires to enter into this transaction and to acquire the Property as a suitable "like-kind" exchange property under Section 1031 of the Internal Revenue Code. Accordingly Seller agrees to fully cooperate with the Buyer in completing the 1031 Exchange, at no expense or liability to Seller.

2. Purchase Price

The Purchase Price shall be calculated at $5.75 per square foot of land area, as determined by a survey completed by a licensed Utah surveyor. The final Purchase Price shall be established upon delivery of a survey showing the actual square footage of the Property to be conveyed. The parties acknowledge that the approximate area of the Property is 100 acres (±4,356,000 square feet), and that the final square footage — and therefore the final Purchase Price — is subject to survey. The survey shall be completed no later than the end of the due diligence period, at the expense of Buyer. In the event the surveyed area deviates from 100 acres by more than 5%, either party shall have the right to renegotiate the purchase price. See Exhibit A for approximate boundary.

3. Utilities and Access - Shared Cooperation

Buyer and Seller agree to cooperate in good faith to identify, design, and implement utility service connections (including but not limited to water, sewer, electric, gas, and telecommunications) and road access for both (a) the portion of the Property to be conveyed to Buyer, and (b) the portion of the Property to be retained by Seller. Any shared utility or access easements shall be memorialized in recorded easement agreements, in forms mutually acceptable to both parties, to be executed at or prior to Closing.

4. Access During Due Diligence

During the Due Diligence Period, Buyer and its agents, employees, contractors, and representatives shall have complete and reasonable access to the Property during normal business hours (and at other times upon reasonable prior notice to Seller) for the purpose of conducting inspections, investigations, and studies as Buyer deems appropriate in its sole discretion, including but not limited to:

- Soils and geotechnical studies;

- Environmental assessments (Phase I and/or Phase II);

- Survey and boundary investigations;

- Civil engineering and utility feasibility studies; and

- Any other investigations reasonably related to Buyer's intended use.

Buyer shall (a) provide Seller with reasonable advance notice prior to entry; (b) conduct all activities in a manner that minimizes disruption to Seller's use and enjoyment of the Property; (c) promptly restore any disturbed areas to substantially their pre-entry condition; and (d)indemnify, defend, and hold harmless Seller from and against any and all claims, liens (including mechanic's and materialman's liens), losses, damages, costs, and liabilities arising out of or resulting from Buyer's entry upon or activities conducted on the Property during the Due Diligence Period. Buyer's indemnification obligations under this Section shall survive termination of this Agreement.

5. Water Rights

No water rights or shares are included in this sale.

6. Earnest money is due by April 30, 2026.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **[X] Seller [ ] Buyer** shall have until 6 :00 **[ ] AM [X] PM** Mountain Time on April 24, 2026 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

| | | | | | |
|---|---|---|---|---|---|
| [ ] Buyer [ ] Seller Signature | (Date) | (Time) | [ ] Buyer [ ] Seller Signature | (Date) | (Time) |

## ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] **ACCEPTANCE**: [ ] **Seller** [ ] **Buyer** hereby accepts the terms of this ADDENDUM.

[ ] **COUNTEROFFER**: [ ] **Seller** [ ] **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. ______.

| | | | | | |
|---|---|---|---|---|---|
| (Signature) | (Date) | (Time) | (Signature) | (Date) | (Time) |

[ ] **REJECTION**: [ ] **Seller** [ ] **Buyer** rejects the foregoing ADDENDUM.

| | | | | | |
|---|---|---|---|---|---|
| (Signature) | (Date) | (Time) | (Signature) | (Date) | (Time) |

**THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.**

# SELLER FINANCING ADDENDUM #2
# TO
# REAL ESTATE PURCHASE CONTRACT

**Seller financing is a complex transaction governed by many State and Federal laws. Real estate brokers are not qualified, nor licensed, to ensure that the terms of this Seller Financing Addendum comply with these laws. Buyer and Seller are strongly advised to carefully consult with a legal professional.**

**THIS SELLER FINANCING ADDENDUM** is made a part of that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of April 17, 2026, between Lake Mountain School District and or Assigns as Buyer, and Rush Creek Properties, LLC as Seller, regarding the Property located at Approximately 100 acres of Parcel #59:034:0183 See Exhibit A The terms of this ADDENDUM are hereby incorporated as part of the REPC.

1. **CREDIT DOCUMENTS.** Seller's extension of credit to Buyer shall be evidenced by: **[X] Note and Deed of Trust; [ ] Note and All-Inclusive Deed of Trust; or [ ] Other:** ______ **(hereinafter "Credit Documents")** and shall be recorded against the Property at Closing.

**1.1 Creation of Documents.** The following party (the "Creating Party") shall pay for and be responsible for the creation of the Credit Documents: **(Check one box)**

**[X] Seller; or**

**[ ] Buyer.**

The Credit Documents referenced in Section 1 of this Addendum shall contain a due-on-sale clause in favor of Seller.

**1.2 Deadline for the Delivery of the Credit Documents.** The Creating Party shall provide the Credit Documents to the other party (the "Non-Creating Party") no later than by the Seller Disclosure Deadline referenced in Section 24(a) of the REPC.

**1.3 Right to Cancel or Resolve Objections.** If the Non-Creating Party determines, in the Non-Creating Party's sole discretion, that the Credit Documents are unacceptable, the Non-Creating Party may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b) of the REPC, cancel the REPC by providing written notice to the Creating Party, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b) of the REPC, resolve in writing with the Creating Party any objections the Non-Creating Party has arising from the Credit Documents.

**1.4 Failure to Cancel or Resolve Objections.** If the Non-Creating Party fails to cancel the REPC or fails to resolve in writing with the Creating Party any objections the Non-Creating Party has arising from the Credit Documents, as provided in Section 1.3 of this Addendum, the Non-Creating Party shall waive any right to cancel the REPC based on the Credit Documents.

2. **CREDIT TERMS.** The terms of the Credit Documents referred to in Section 1 above are as follows:

- Principal. $20,047,000 principal amount of the note (the "Note");
- Interest. Interest at 5 % per annum;
- Payment. Payable at approximately $117,192.77 per **[X]** month or **[ ]** other ______.
- Remaining principal amount balance due in 5 years.
- First payment due on ______. Additional principal payments, balloon payments or other terms as follows:

  1. Interest Accrual Commencement

  No interest shall accrue on the seller-financed balance prior to January 1, 2027. Interest shall begin accruing on January 1, 2027, regardless of when the first payment is made.

  2. First Payment Date

No payment shall be due prior to January 1, 2027. The date of the first payment shall be set by the Buyer following Closing, to accommodate Buyer's budgeting and payment scheduling needs. Seller agrees to cooperate in good faith with Buyer regarding payment timing; provided, however, that the first payment shall be made no later than July 15, 2027. Notwithstanding the foregoing, interest shall commence accruing on January 1, 2027, irrespective of when the first payment is made. The expectation is that the first payment will include all interest accrued to that point.

3. Subordination; Lien Priority; Seller Payoff Obligation

Seller shall not subordinate its seller-financed interest to any construction loan, construction financing, or mechanic's/materialman's lien. Prior to the commencement of any construction on any portion of the Property, Seller shall pay off and cause the release of any existing financing encumbering such portion of the Property to be constructed upon, so that Seller's interest remains in first-lien position. Seller's obligation to release such financing shall be a condition precedent to Buyer's obligation to commence construction on the applicable portion.

4. Down Payment; Financed Balance

At Closing, Buyer shall deliver to Seller a down payment of Five Million Dollars ($5,000,000). The remaining balance to be seller-financed shall equal the final Purchase Price minus $5,000,000 (the "Financed Balance"). The Financed Balance shall be evidenced by a promissory note and secured by a deed of trust on the Property, in forms mutually acceptable to the parties.

5. No Prepayment Penalty

Buyer shall have the right to prepay the Financed Balance, in whole or in part, at any time without penalty, premium, or fee of any kind.

**2.1 LATE PAYMENT/PREPAYMENT.** Any payment not made within 10 days after it is due is subject to a late charge of $______________ or 1 % of the installment due, whichever is greater. Amounts in default shall bear interest at a rate of 15 % per annum. All or part of the principal balance on the Note may be paid prior to maturity without penalty. Seller agrees to provide to Buyer at **Settlement**: (a) an amortization schedule based on the above terms; (b) a written disclosure of the total interest Buyer will pay to maturity of the Note; and (c) the annual percentage rate on the Note based on loan closing costs.

**3. TAXES AND ASSESSMENTS.** Buyer shall also be responsible for: (a) property taxes; (b) homeowners' association dues; (c) special assessments; and (d) hazard insurance premiums on the Property. These specific obligations will be paid: [ ] **directly to Seller/Escrow Agent on a monthly basis** [X] **directly to the applicable county treasurer, association, and insurance company** as required by those entities.

**4. PAYMENT.** Buyer's payments under Section 2 above will be made to: [X] **Seller** [ ] **an Escrow Agent.** If an Escrow Agent, ______________________ will act as Escrow Agent and will be responsible for disbursing payments on any underlying mortgage or deed of trust (the underlying mortgage) and to the Seller. Cost of setting up and maintaining the escrow account shall be paid by: [ ] **Buyer** [ ] **Seller** [ ] **split evenly between the parties**. If the Credit Documents are for a Note and All-Inclusive Trust Deed, then Seller shall provide Buyer with evidence, within ten (10) days upon written request by Buyer, that the Seller is making current payments as required by Seller's underlying mortgage.

**5. DUE-ON-SALE.** As part of the Seller Disclosures referenced in Section 7 of the REPC, Seller shall provide to Buyer a copy of the Seller's underlying mortgage, the note secured thereby, and the amortization schedule, if applicable. Buyer's obligation to purchase under this REPC is conditioned upon Buyer's approval of the content of those documents, in accordance with Section 8 of the REPC, if applicable. If the Seller's underlying mortgage becomes due as a result of this transaction, Buyer agrees to pay the remaining balance owed and due on Seller's underlying mortgage ("Due-on-sale Payment"). In such event, the Due-on-sale Payment shall act as a payment towards the principal owed on the Note, as referenced in Paragraph 2 above. Buyer and Seller agree that Buyer shall still be obligated to the terms of the Credit Documents if any balance of the Note remains after the Due-on-sale Payment. The terms of Section 5 of this Addendum shall survive Closing.

**6. BUYER DISCLOSURES.** Buyer has provided to Seller, as **a required** part of this ADDENDUM, the attached Buyer Financial Information Sheet. Buyer may use the Buyer Financial Information Sheet approved by the Real Estate Commission and the Attorney General's Office or may provide comparable written information in a different format, together with such additional information as Seller may reasonably require. Buyer [ ] **SHALL** [X] **SHALL NOT**provide Seller with copies of IRS tax returns for the two preceding tax years. Buyer acknowledges that Seller may contact Buyer's current employer for verification of employment as represented by Buyer in the Buyer Financial Information Sheet.

**7. SELLER'S REVIEW AND APPROVAL.** By the Seller Disclosure Deadline referenced in Section 24(a) of the REPC, Buyer shall provide to Seller, at Buyer's expense, a current credit report on Buyer from a consumer credit reporting agency. Seller may use the credit report, the information referenced in Section 6 of this Addendum, and any other information relevant to Seller ("Buyer Disclosures") to review and evaluate the terms of this Seller Finance Addendum ("Seller's Review").

**7.1 Seller's Right to Cancel.** If Seller determines, in Seller's sole discretion, that the results of the Seller's Review are unacceptable, Seller may either: (a) no later than the Due Diligence Deadline referenced in Section 24(b) of the REPC, cancel the REPC by providing written notice to Buyer, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (b) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Buyer any objections Seller has arising from Seller's Review.

**7.2 Failure to Cancel or Resolve Objections.** If Seller fails to cancel the REPC or resolve in writing any objections Seller has arising from Seller's Review, as provided in Section 7.1 of this ADDENDUM, Seller shall be deemed to have waived the Seller's Review.

**8. TITLE INSURANCE.** Buyer [ ] **SHALL** [X] **SHALL NOT**provide to Seller a lender's policy of title insurance in the amount of the indebtedness to the Seller, and shall pay for such policy at Settlement.

**9. DISCLOSURE OF TAX IDENTIFICATION NUMBERS.** By no later than Settlement, Buyer and Seller shall disclose to each other their respective Social Security Numbers or other applicable tax identification numbers so that they may comply with federal laws on reporting mortgage interest in filings with the Internal Revenue Service.

**CONTACT INFORMATION FOR BUYER**

**Phone Number:** ________________ **Email Address:** ____________________________________________

**Phone Number:** ________________ **Email Address:** ____________________________________________

**CONTACT INFORMATION FOR SELLER**

**Phone Number:** 801-420-0172 **Email Address:** excel06@yahoo.com

**Phone Number:** ________________ **Email Address:** ____________________________________________

 Buyer's Initials ________ Date ____________ Seller's Initials ________ Date ____________

## 10. ADDITIONAL TERMS.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [X] **Seller** [ ] **Buyer** shall have until 6 :00 [ ] **AM** [X] **PM** Mountain Time on April 24, 2026 (Date), to accept the terms of this SELLER FINANCING ADDENDUM in accordance with Section 23 of the REPC. Unless so accepted, the offer as set forth in this SELLER FINANCING ADDENDUM shall lapse.

| | | |
|---|---|---|
| [ ] Buyer [ ] Seller Signature | (Date) | (Time) |

| | | |
|---|---|---|
| [ ] Buyer [ ] Seller Signature | (Date) | (Time) |

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

[ ] **ACCEPTANCE:** [ ] **Seller** [ ] **Buyer** hereby accepts these terms.

[ ] **COUNTEROFFER:** [ ] **Seller** [ ] **Buyer** presents as a counteroffer the terms set forth on the attached ADDENDUM NO. ______________.

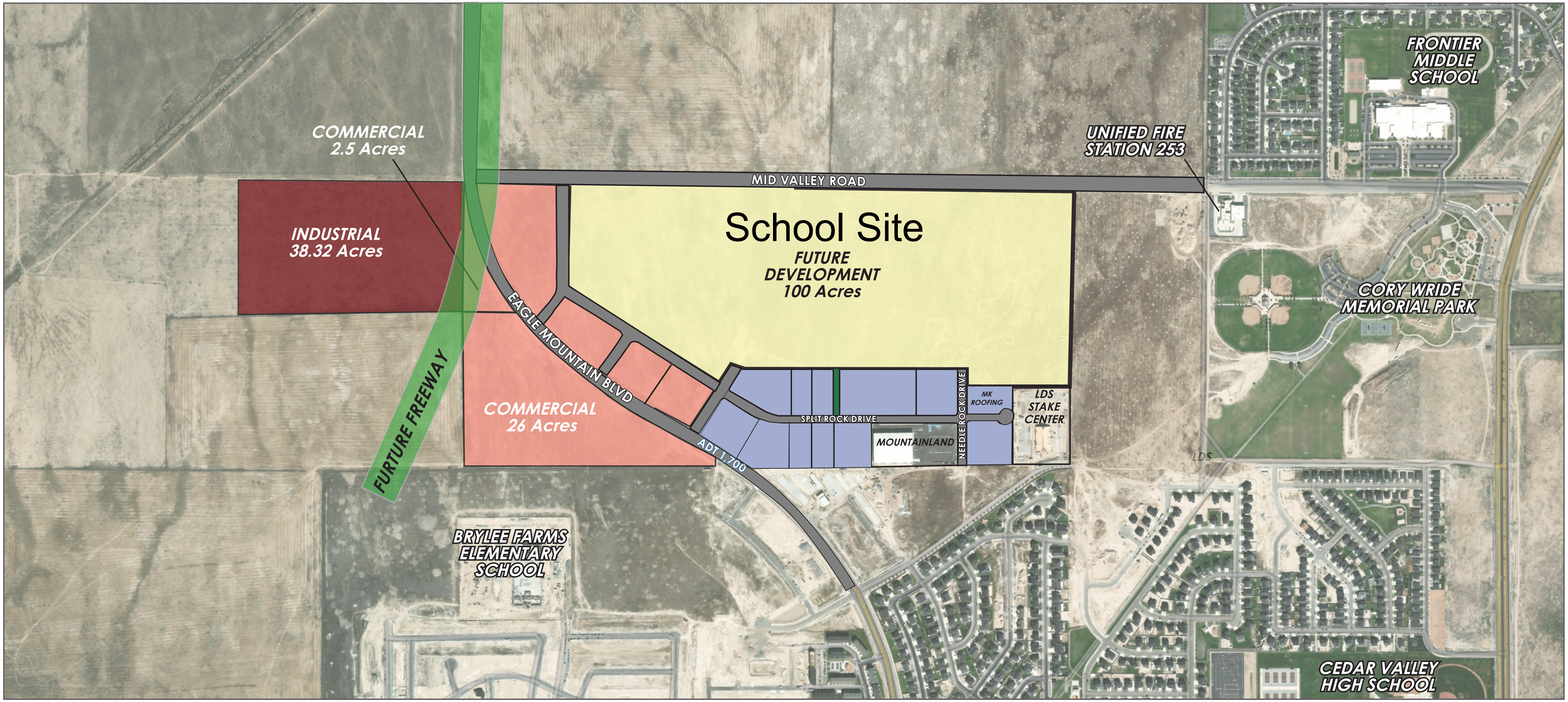
[ ] **REJECTION:** [ ] **Seller** [ ] **Buyer** rejects the foregoing SELLER FINANCING ADDENDUM.

| | | |
|---|---|---|
| (Signature) | (Date) | (Time) |

| | | |
|---|---|---|
| (Signature) | (Date) | (Time) |

# RUSH CREEK BUSINESS PARK

# Exhibit A



**Lake Mountain School District**
**Board Packet Cover Sheet**

**Policy 704 Media and Public Relations**

**Date:** April 16, 2026
**Presented by:** Board Member Lincoln

## Purpose of Agenda Item

To present the updated draft of **Policy 704 Media and Public Relations** for Board discussion. This version incorporates revisions made in response to Board guidance at the January 29, 2026, board meeting and written comments from the Policy Committee.

## Summary of Changes Made

1. **Definitions** were updated to align exactly with the District's standard definitions list, and strengthening the news media definition.
2. **Scope** including verbiage to protect the ability of board members to communicate with the public an media.
3. **Board and Superintendent Roles** language was strengthened to confirm that the Board acts as a unified body and that individual Board members do not act independently unless specifically authorized by the Board, remember that board roles and assignments constitute specific authorization.
4. **Access to District Property** language to prohibit Media and third-party access to District resulting in the identification, disclosure, or singling out of any individual student, including those receiving specialized services such as students with Individualized Education Programs (IEPs) or Section 504 plans.
5. **Student and Employee Privacy** disclosure added to allow for personal communication that does not compromising student safety, privacy or other ongoing investigations.
6. **Third-Party Requests** acknowledgement that this does not apply to routine acknowledgements, expressions of appreciation and recognition of grant donation or partnerships.

**Sample Motions:**

If the Board wishes to adopt the policy as presented:

> Motion:
> "I move that the Board adopt **Policy 704 Media and Public Relations.**

If the Board wishes to adopt with minor amendments identified during discussion:

> Motion:
> "I move that the Board adopt **Policy 704 Media and Public Relations** with the following changes ________ that were discussed and agreed upon during this meeting."

If the Board wishes to send the policy back for revision and bring it back at the next meeting:

> Motion:
> "I move that the Board table Board **Policy 704 Media and Public Relations** and recommend the following revisions be made based on Board feedback and bring it back for consideration at the next regular Board meeting."

**Attachments**

- Redline/Tracked-Changes Version
- Updated Draft: Policy 704 Media and Public Relations

**Lake Mountain School District**

**Policy Number and Title**: 704 Media and Public Relations
**Policy Type**: Community

**Policy Statement**: The Lake Mountain Board of Education recognizes its responsibility to communicate with the public regarding District operations and the use of public resources in a manner that is accurate, lawful, and consistent with Board policy. Through this policy, the Board establishes the expectations and boundaries governing how media and public communications involving the District are managed.

The Board expects media and public communications to be coordinated and compliant with applicable law. The Superintendent or designee is responsible for managing District communications related to operations and administration in accordance with these expectations.

**Definitions**:

- **Board**: The Lake Mountain Board of Education, the elected governing body of the District responsible for establishing policy, setting direction, and providing oversight.
- **District**: The Lake Mountain School District.
- **District Property**: All buildings, grounds, and facilities owned, leased, or operated by the District.
- **News Media**: ~~Organizations or individuals engaged in gathering and distributing information to the public through print, broadcast, or digital platforms.~~ Established organizations primarily engaged in gathering and disseminating news and information to the public through recognized print, broadcast, or digital platforms. This definition does not include informal or personal platforms such as private blogs, personal social media accounts, or independent content creators not operating as established news organizations.
- **Superintendent**: The Superintendent of the Lake Mountain School District, or an individual formally designated by the Superintendent to perform specific duties or responsibilities under this policy. The Superintendent retains accountability for all delegated actions.
- **Third Party**: Any individual or organization not employed by or formally affiliated with the District, including vendors, nonprofit organizations, researchers, filmmakers, marketing entities, or government agencies.

**Scope**: This policy applies to the Board of Education, District employees acting in an official capacity, and all media or third-party interactions occurring on District property or involving District operations.

Nothing in this policy is intended to limit the ability of individual Board members to communicate with the public or media, provided such communication is consistent with Board action and applicable law.

**Reference:**

- Family Educational Rights and Privacy Act (FERPA)
- Government Records Access and Management Act (GRAMA)
- Utah Code §§ 53G-4, 63G-2

**Policy Provisions:**

1. **Board and Superintendent Roles**
   1.1. The Board governs through the adoption of policy and official action taken in public meetings.
   1.2. The Board speaks with one voice through Board action. Individual Board members do not represent the District unless ~~expressly~~ authorized by the Board. When speaking in an individual capacity, Board members shall clearly distinguish personal views from Board action and shall not represent those views as official positions of the board.
   1.3. The Superintendent is responsible for District communications related to operations, programs, and services and shall ensure such communications are consistent with Board policy.

2. **Media and Public Communications Authority**
   2.1. The Superintendent serves as the District's primary spokesperson on operational and administrative matters and may assign staff to support communications functions.
   2.2. Media inquiries related to District operations, employees, or students shall be directed to the Superintendent or designee.
   2.3. District employees shall not present personal opinions as official District positions.
   2.4. The Superintendent may authorized building administers or program leaders to respond to routine or event-specific media inquiries consistent with District expectations.

3. **Access to District Property**
   3.1. Public status does not provide unrestricted access to District property.
   3.2. The District may limit or deny media or third-party access to protect student privacy, safety, security, and instructional activities.
   3.3. Classrooms and areas where students receive instruction or congregate are subject to heightened expectations of privacy. Media and third-party access in these areas shall not result in the identification, disclosure, or singling out of individual students, including students receiving specialized services such as those with Individualized Education Programs (IEPs) or 504 plans.

4. **Student and Employee Privacy**
    4.1. Media and third-party interactions shall comply with FERPA, GRAMA, and other applicable privacy laws.
    4.2. Personally identifiable student or employee information shall not be disclosed without proper authorization. Nothing in this policy shall prohibit reasonable personal communication that does not compromise student safety, privacy, or ongoing investigations.
    4.3. Students and employees are not required to participate in interviews, filming, or photography and may decline participation.

5. **Third-Party Requests**
    5.1. Requests from third parties to film, photograph, interview, or conduct activities on District property are subject to review and approval by the Superintendent.
    5.2. The District may deny requests that disrupt instruction, create privacy or safety concerns, or imply District endorsement of a private entity.
    5.3. District employees shall not provide testimonials, endorsements, or promotional statements for third-party organizations, products, or services during contract hours, using District time, District devices, District email accounts, or other District resources, or in any manner that could reasonably be interpreted as official District endorsement. This restriction does not apply to routine acknowledgments, expressions of appreciation, or recognition of grants, donations, or partnerships that support District programs and do not constitute a commercial endorsement.

6. **Crisis and Emergency Communications**
    6.1. In crisis or emergency situations, the safety and well-being of students and employees takes precedence over the release of information.
    6.2. The Superintendent shall coordinate the release of information to ensure accuracy, consistency, and compliance with law.
    6.3. Information shall be released in a timely manner as circumstances permit.

7. **Records Requests**
    7.1. Requests for records shall be processed in accordance with GRAMA and applicable law.
    7.2. District employees shall not independently release records without authorization.

**Procedures**:

1. **Media Inquiries**
    1.1. All media inquiries related to District operations, employees, or students shall be referred to the Superintendent.
    1.2. Employees contacted directly by media shall notify their supervisor and refrain from providing official comment unless authorized.

2. **Media Access to District Property**
   - 2.1. Media and third parties must receive prior approval from the Superintendent before accessing classrooms or instructional spaces.
   - 2.2. The Superintendent may coordinate with building administrators to evaluate requests based on student privacy, safety, and instructional impact.
   - 2.3. Building administrators shall ensure approved access is supervised and conducted in accordance with District expectations.

3. **Student Participation**
   - 3.1. Written parent or guardian consent is required prior to student interviews, filming, or photography for non-District purposes.
   - 3.2. Schools shall take reasonable steps to ensure non-participating students are not included.

4. **Crisis Communications**
   - 4.1. During emergencies, all external communications shall be coordinated through the Superintendent.
   - 4.2. Employees shall not release information that could compromise safety, investigations, or privacy.

5. **Records Requests**
   - 5.1. All records requests shall be routed through the designated GRAMA contact.
   - 5.2. Employees shall not release records independently.

**Effectiveness**: This policy is effective when media and public communications are managed consistently, student and employee privacy is protected, and communications do not disrupt instructional activities.

**Evaluation Standards**:
This policy shall be considered effective when:
- Media interactions comply with applicable law
- No substantiated FERPA or GRAMA violations occur related to media communications
- Communications are managed in a manner consistent with Board policy

**Review Cycle**: This policy shall be reviewed at least once every five (5) years or sooner if required by law or Board action.

**Accountability/Reporting**: The Superintendent is responsible for implementation of this policy and shall report to the Board upon request or as necessary.

**Policy History**
Adoption Date:
Effective Date:
Review Dates:
Revision Dates:
Revision History/Findings:

**Lake Mountain School District**

**Policy Number and Title**: 704 Media and Public Relations
**Policy Type**: Community

**Policy Statement**: The Lake Mountain Board of Education recognizes its responsibility to communicate with the public regarding District operations and the use of public resources in a manner that is accurate, lawful, and consistent with Board policy. Through this policy, the Board establishes the expectations and boundaries governing how media and public communications involving the District are managed.

The Board expects media and public communications to be coordinated and compliant with applicable law. The Superintendent or designee is responsible for managing District communications related to operations and administration in accordance with these expectations.

**Definitions**:

- **Board**: The Lake Mountain Board of Education, the elected governing body of the District responsible for establishing policy, setting direction, and providing oversight.
- **District**: The Lake Mountain School District.
- **District Property**: All buildings, grounds, and facilities owned, leased, or operated by the District.
- **News Media**: Established organizations primarily engaged in gathering and disseminating news and information to the public through recognized print, broadcast, or digital platforms. This definition does not include informal or personal platforms such as private blogs, personal social media accounts, or independent content creators not operating as established news organizations.
- **Superintendent**: The Superintendent of the Lake Mountain School District, or an individual formally designated by the Superintendent to perform specific duties or responsibilities under this policy. The Superintendent retains accountability for all delegated actions.
- **Third Party**: Any individual or organization not employed by or formally affiliated with the District, including vendors, nonprofit organizations, researchers, filmmakers, marketing entities, or government agencies.

**Scope**: This policy applies to the Board of Education, District employees acting in an official capacity, and all media or third-party interactions occurring on District property or involving District operations.

Nothing in this policy is intended to limit the ability of individual Board members to communicate with the public or media, provided such communication is consistent with Board action and applicable law.

**Reference:**

- Family Educational Rights and Privacy Act (FERPA)
- Government Records Access and Management Act (GRAMA)
- Utah Code §§ 53G-4, 63G-2

**Policy Provisions:**

1. **Board and Superintendent Roles**
   1.1. The Board governs through the adoption of policy and official action taken in public meetings.
   1.2. The Board speaks with one voice through Board action. Individual Board members do not represent the District unless authorized by the Board. When speaking in an individual capacity, Board members shall clearly distinguish personal views from Board action and shall not represent those views as official positions of the board.
   1.3. The Superintendent is responsible for District communications related to operations, programs, and services and shall ensure such communications are consistent with Board policy.

2. **Media and Public Communications Authority**
   2.1. The Superintendent serves as the District's primary spokesperson on operational and administrative matters and may assign staff to support communications functions.
   2.2. Media inquiries related to District operations, employees, or students shall be directed to the Superintendent or designee.
   2.3. District employees shall not present personal opinions as official District positions.
   2.4. The Superintendent may authorized building administers or program leaders to respond to routine or event-specific media inquiries consistent with District expectations.

3. **Access to District Property**
   3.1. Public status does not provide unrestricted access to District property.
   3.2. The District may limit or deny media or third-party access to protect student privacy, safety, security, and instructional activities.
   3.3. Classrooms and areas where students receive instruction or congregate are subject to heightened expectations of privacy. Media and third-party access in these areas shall not result in the identification, disclosure, or singling out of individual students, including students receiving specialized services such as those with Individualized Education Programs (IEPs) or 504 plans.

4. **Student and Employee Privacy**

4.1. Media and third-party interactions shall comply with FERPA, GRAMA, and other applicable privacy laws.
4.2. Personally identifiable student or employee information shall not be disclosed without proper authorization. Nothing in this policy shall prohibit reasonable personal communication that does not compromise student safety, privacy, or ongoing investigations.
4.3. Students and employees are not required to participate in interviews, filming, or photography and may decline participation.

**5. Third-Party Requests**

5.1. Requests from third parties to film, photograph, interview, or conduct activities on District property are subject to review and approval by the Superintendent.
5.2. The District may deny requests that disrupt instruction, create privacy or safety concerns, or imply District endorsement of a private entity.
5.3. District employees shall not provide testimonials, endorsements, or promotional statements for third-party organizations, products, or services during contract hours, using District time, District devices, District email accounts, or other District resources, or in any manner that could reasonably be interpreted as official District endorsement. This restriction does not apply to routine acknowledgments, expressions of appreciation, or recognition of grants, donations, or partnerships that support District programs and do not constitute a commercial endorsement.

**6. Crisis and Emergency Communications**

6.1. In crisis or emergency situations, the safety and well-being of students and employees takes precedence over the release of information.
6.2. The Superintendent shall coordinate the release of information to ensure accuracy, consistency, and compliance with law.
6.3. Information shall be released in a timely manner as circumstances permit.

**7. Records Requests**

7.1. Requests for records shall be processed in accordance with GRAMA and applicable law.
7.2. District employees shall not independently release records without authorization.

**Procedures**:

**1. Media Inquiries**

1.1. All media inquiries related to District operations, employees, or students shall be referred to the Superintendent.
1.2. Employees contacted directly by media shall notify their supervisor and refrain from providing official comment unless authorized.

**2. Media Access to District Property**

2.1. Media and third parties must receive prior approval from the Superintendent before accessing classrooms or instructional spaces.
2.2. The Superintendent may coordinate with building administrators to evaluate requests based on student privacy, safety, and instructional impact.
2.3. Building administrators shall ensure approved access is supervised and conducted in accordance with District expectations.

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