

**SPECIAL MEETING
SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT**

Friday, May 8, 2026 at 2:00 p.m. at

ANCHOR LOCATION: Provo Recreation Center, Classroom A, 320 W 500 N, Provo, UT
84601

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

<https://us06web.zoom.us/j/89220994382?pwd=JuYZcatkLhuZmO3XloYJgo18Ja41nI.1>

Meeting ID: 892 2099 4382

Passcode: 502441

Call in Number: 720-707-2699

*Benjamin Godfrey, Vice Chair/Treasurer	Term to May 15, 2025 to 4 years
*Seth Townsend, Chair	Term to May 15, 2025 to 6 years
*William Ryan, Secretary	Term to May 15, 2025 to 6 years
Camden Woll	Term to May 15, 2025 to 6 years
VACANT	

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Preliminary Action Items
 - a. Consider Approval of Agenda
 - b. Confirm Conflict of Interest Disclosures
3. Public Comment - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
4. Action Items
 - a. Consider Approval of Minutes from April 15, 2026 Regular Meeting
 - b. Consider Approval of Acceptance Resolution No. 1
5. Administrative Non-Action Items
 - a. *Confirmation of Completed Annual Trustee Training – [Open and Public Meetings Act Training 2026](#)
6. Other Business
7. Adjourn

MINUTES OF A REGULAR MEETING
SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT
BOARD OF TRUSTEES

Wednesday, April 15, 2026 at 10:00 a.m.

ANCHOR LOCATION: Lennar Offices, 1100 W Traverse Pkwy, Suite 300, Lehi, UT 84043

*The meeting was open to the public and held in person at the address listed above and via
teleconference.*

Attendance

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

Benjamin Godfrey

Seth Townsend

William Ryan

Camden Woll

Also present: Megan J. Murphy, Esq., Betsy Fowler-Russon, Esq., WBA, PC, Attorneys at Law, District General Counsel; Brendan Campbell and Derek Campbell, Pinnacle Consulting Group, Inc., District Accountant; and Austin Murray, The Connexion Group, District Engineer.

Call to Order/Declaration of Quorum

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

Preliminary Action Items

Consider Approval of Agenda

The Board reviewed the proposed agenda for the meeting. Following discussion, upon a motion duly made by Mr. Godfrey and seconded by Mr. Townsend, the Board unanimously approved the agenda as presented.

Conflict of Interest Disclosures

Ms. Murphy advised the Board that, pursuant to Utah law, certain disclosures might be required prior to taking official action at the meeting. Ms. Murphy reported that disclosures for those trustees that provided WBA, PC with notice of potential or existing conflicts of interest were filed with the approving jurisdiction, in accordance with Utah law, and those disclosures were re-acknowledged by the Board members. Ms. Murphy inquired into whether members of the Board

had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. The Board confirmed no additional disclosures.

Public Comment

No members of the public were in attendance.

Action Items

Minutes from January 21, 2026 Regular Meeting

Ms. Murphy reviewed the January 21, 2026 Regular Minutes with the Board. Following discussion, upon a motion duly made by Mr. Townsend and seconded by Mr. Godfrey, and upon a vote unanimously carried, the Board approved the January 21, 2026 minutes.

Approval of Claims Listing

Mr. B. Campbell presented the claims listing to the Board for consideration. Following review and discussion, upon a motion duly made by Mr. Godfrey, seconded by Mr. Townsend, and upon a vote unanimously carried, the Board approved the claims listing.

Approval of Unaudited Financial Statements as of March 31, 2026

Mr. B. Campbell presented the March 31, 2026 Unaudited Financial Statements to the Board for consideration. Following review and discussion, upon a motion duly made by Mr. Townsend, seconded by Mr. Godfrey, and upon a vote unanimously carried, the Board unanimously accepted the March 31, 2026 Unaudited Financial Statements.

Adoption of Resolution Identifying an Anchor Location for Meetings of the Board

Ms. Murphy presented the Resolution Identifying an Anchor Location for Meetings to the Board for consideration. Following review and discussion, upon a motion duly made by Mr. Townsend and seconded by Mr. Godfrey, and upon a vote unanimously carried, the Board adopted the resolution.

Ratification of Engagement Letter from Squire for 2025 Audit Services

Mr. B. Campbell reviewed the Engagement Letter from Squire for 2025 Audit Services with the Board. Following review and discussion, upon a motion duly made by Mr. Townsend and seconded by Mr. Godfrey, and upon a vote unanimously carried, the Board ratified the engagement letter.

Administrative Non-Action Items

Discuss Status of Reimbursements Pursuant to the Infrastructure Acquisition and Reimbursement Agreement

Mr. Murray engaged in a general discussion regarding the status of the reimbursements pursuant to the Infrastructure Acquisition and Reimbursement Agreement. Mr. Murray noted that the District will own, operate and maintain no infrastructure, and that the HOA will own, operate,

and maintain the communal area improvements. The remainder of improvements will be conveyed to the City of Provo.

Confirmation of Completed Annual Trustee Training

Ms. Murphy engaged in a general discussion regarding the annual trustee training, confirming receipt of completed certificates submitted by Board members.

Other Business

None.

Adjourn

There being no further business to come before the Board and upon motion duly made by Mr. Godfrey, seconded by Mr. Townsend, and upon a vote unanimously carried, the meeting was adjourned.

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

William Ryan
District Clerk/Secretary

The foregoing minutes were approved on the 8th day of May, 2026.

**RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT**

**COST ACCEPTANCE RESOLUTION PURSUANT TO INFRASTRUCTURE
ACQUISITION AND REIMBURSEMENT AGREEMENT
(No. 1 – May 8, 2026)**

WHEREAS, the Slate Canyon Public Infrastructure District (the “**District**”), a quasi-municipal corporation and political subdivision of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “**Utah Code**”) as amended from time to time and any successor statute thereto and the Public Infrastructure District (“**PID**”) Act, Title 17D, Chapter 4, Utah Code Annotated 1953; and

WHEREAS, the District and Lennar Homes of Utah, LLC, a Delaware limited liability company (the “**Developer**”) are parties to that certain Infrastructure Acquisition and Reimbursement Agreement dated as of June 4, 2025 (the “**Agreement**”); and

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

WHEREAS, the District was organized to provide Public Infrastructure for the Project as authorized in the PID Act, the Special District Act, and the Governing Document for the District; and

WHEREAS, in accordance with the PID Act, Special District Act, and the Governing Document, the District has the power to perform any act or exercise any power reasonably necessary for the efficient operation of the District in carrying out its purposes; and

WHEREAS, the Agreement establishes the terms and conditions for the reimbursement of Certified District Eligible Costs by the District, and the terms and conditions for the acquisition of District Public Infrastructure, as applicable; and

WHEREAS, pursuant to the Agreement, the Developer has submitted: (1) an Application for Acceptance of District Eligible Costs – Dedicated Public Infrastructure; (2) an Application for Acceptance of District Eligible Costs – Capital Services Costs; and (3) such additional information as the District may reasonably require; and

WHEREAS, the Board of Trustees of the District (the “**Board**”) has received a satisfactory Engineer’s Cost Certification and Accountant’s Cost Certification; and

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

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

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

2. Acknowledgement of Documents Received. With respect to District Eligible Costs, the Board acknowledges receipt of the following documents:

- a. The Application for Acceptance of District Eligible Costs – Dedicated Public Infrastructure.
- b. The Application for Acceptance of District Eligible Costs – Capital Services Costs.
- c. A performance and maintenance bond (or other form of security accepted by Provo City) posted by the Developer with the City of Provo, Utah (the “**City**”) as security for the completion and maintenance of the Public Infrastructure (the “**City Bond**”); provided that, as of the date of this District Acceptance Resolution, the District is awaiting written confirmation and supporting documentation from the Developer evidencing the City Bond
- d. A letter agreement, dated as of the date hereof, executed by the Developer in favor of the District, establishing the Developer’s obligations to (i) achieve final acceptance of the Public Infrastructure by the applicable governmental entity or utility provider and (ii) maintain the Public Infrastructure until such final acceptance has occurred (the “**Letter Agreement**”).
- e. An Indemnification Agreement, dated as of the date hereof, executed by the Developer in the form attached as Exhibit D to the Agreement (the “**Indemnification Agreement**”).
- f. The Connexion Group, LLC, acting as the District’s Engineer, has reviewed the invoices and other material presented to substantiate the District Eligible Costs and issued an Engineer’s Cost Certification, attached hereto as **Exhibit A**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for reimbursement, and that such costs are reasonable considering the type of Public Infrastructure being reviewed.
- g. Pinnacle Consulting Group, Inc, acting as the District’s Accountant, has reviewed the Engineer’s Cost Certification and invoices and other material presented to substantiate the District Eligible Costs and has issued an Accountant’s Cost Certification, attached hereto as **Exhibit B**, declaring the total amount of District Eligible Costs proposed for reimbursement .

3. Acceptance of Certified District Eligible Costs. The Board, having reviewed the documents listed above, and all other information as deemed necessary and appropriate, finds and determines that the Certified District Eligible Costs to be accepted pursuant to this District Acceptance Resolution is **\$1,995,188.30**. Based on the documentation received, the Board further

finds that the applicable requirements set forth in the Agreement have been satisfied, and that the Certified District Eligible Costs are hereby accepted and approved for reimbursement by the District subject to the terms of the Agreement.

4. Payment of Certified District Eligible Costs from the Project Fund. Pursuant to the Agreement, and promptly following the of adoption of this District Acceptance Resolution, the District shall make the requisition from the Project Fund held by the Trustee, which requisition shall direct that the Trustee make payment of the Certified District Eligible Costs directly to the Developer provided, however, that the amount disbursed pursuant to such requisition shall not exceed the amount then available in the Project Fund. To the extent the amount of Certified District Eligible Costs exceeds the amount available in the Project Fund, the unpaid balance of the Certified District Eligible Costs shall remain accepted and approved for reimbursement and shall be eligible for reimbursement, without further action of the Board, from any future deposits to the Project Fund or other lawfully available funds of the District, subject in each case to the terms of the Agreement and any applicable bond documents.

5.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

ADOPTED MAY 8, 2026

DISTRICT:

**SLATE CANYON PUBLIC
INFRASTRUCTURE DISTRICT**, a quasi-
municipal corporation and political subdivision of
the State of Utah

By: _____
Officer of the District

Attest:

By: _____

Exhibit A

Engineer's Cost Certification

Cost Certification Report #1

Issued for
Slate Canyon Public Infrastructure District

Considered for Adoption On:
May 8, 2026

Report By:

The Connexion Group - Civil, LLC
30 N Orange St, Unit B 327
Salt Lake City, UT 84116



Slate Canyon Public Infrastructure District
c/o WBA, P.C.
350 E. 400 S, #2301
Salt Lake City, UT 84111
Attn: Megan Murphy

Cost Certification Report #1 Issued for Slate Canyon Public Infrastructure District

The Connexion Group – Civil, LLC (the “Engineer”) was engaged by Slate Canyon Public Infrastructure District (the “District”) to serve as the District Engineer. Subject to the Governing Document, the District has the powers granted under Utah Code §§ 17D-4-203 and 17B-1-103, including the power to acquire, by any lawful means, real and personal property; to acquire, finance, construct, operate, and maintain the Public Infrastructure; and to perform any act reasonably necessary to carry out its purposes.

Lennar Homes of Utah, LLC (the “Developer”) has financed the construction of portions of the Public Infrastructure necessary for the development of Slate Canyon Phases 1 & 2, located in Provo, Utah (the “Project”) and has requested reimbursement from the District for the costs related to the provision of the Public Infrastructure that may be lawfully funded by the District (the “District Eligible Costs”).

The Engineer reviewed the material presented to confirm the District Eligible Costs are reasonable and consistent with the fair market value, or anticipated fair market value, of the Public Infrastructure upon completion as anticipated in the applicable construction plans.

Procedure:

This procedure was developed for the Engineer to obtain an understanding of the project, its related costs, and to enable the Engineer to express an informed opinion regarding the same. The District should review the process and limitations of this report and determine acceptability prior to adopting and acceptance resolution of the costs or acquiring the Public Infrastructure.

1. The Engineer participated in calls with the District, and the Developer to gain a better understanding of the needs and expectations of each party.
2. The Engineer reviewed the agreements, drawings and the service plan provided by the District and Developer, to identify the districts powers and eligibility of improvements. A list of these documents is included as Attachment A.
3. The Engineer reviewed the Developer invoices and the other materials presented to determine the total amount spent by the Developer on the Public Infrastructure. A table summarizing the invoices reviewed is included as Attachment C.
4. The Engineer performed select quantity take-offs from the construction drawings and compared select unit costs against similar projects in a substantially similar area to the District, to verify the invoiced quantities and unit costs are within reason. Soft costs were compared to total anticipated hard costs and/or other projects for the purpose of determining reasonableness.
5. The Engineer provided the report to the District and Developer for review and confirmation that the Engineer’s understanding is accurate to the best of their knowledge.

Analysis Limitations:

- The procedure is intentionally simplistic to provide a streamlined process that is understandable by the public while delivering our service with heightened cost-efficiency. Different review methodology may result in variations of the costs presented. This report was prepared for a specific purpose. Users of the report for purposes other than those outlined are advised to seek professional guidance tailored to their specific circumstances.
- The conclusions presented in the report are based on assumptions that may change over time. Changes in market conditions, regulatory changes, and other factors could significantly impact the cost for development. The costs outlined are estimates based on current data and assumptions.
- The Engineer assumed documentation provided by the District, Developer, or their affiliates is true and correct. The Engineer did not verify the accuracy of the submittal documents.
- The Engineer assumed the Public Infrastructure was constructed as shown on the construction drawings provided for our review relied solely on the construction drawings to determine infrastructure ownership.
- The Engineer did not verify if other relevant agreements pertaining to the Development exist. Should relevant agreements be discovered in the future the Developer should promptly notify the District and refund any payments if necessary.
- The Engineer did not verify if the costs for the Public Infrastructure have been previously reimbursed out of the cost of issuance or as part of any previous reimbursement.
- The Engineer did not self-confirm completion or compliance with design and construction standards.
- Defects may not be immediately apparent, and the infrastructure may function for prolonged periods prior to becoming visually detectable. The Engineer did not confirm if defects are present or perform the necessary engineering services to determine such.
- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it unfit for use. No responsibility is assumed for such conditions or for engineering which may be required to discover such.
- The conclusions presented in this report are reliant on the accuracy of statements and letters from other professionals.
- The Engineer assumed that the costs submitted pertain to Public Infrastructure that is free and clear of any liens or encumbrances whatsoever. The Engineer did not self-confirm if any claims against the Public Infrastructure exists or make a public post regarding the same.
- The Engineer did not verify if requirements or certifications prior to the use of bond proceeds by the District are required as part of the bond documents.
- The Engineer assumed that the Developer holds all reimbursement rights for the costs submitted.

Understanding of Eligibility and Ownership:

The District shall have the power and authority to acquire or finance Public Improvements within and without the boundaries of the District for the fair market value. Public Improvements, as defined by Utah S.B. 241, which include:

1. infrastructure, utilities, improvements, facilities, buildings, or remediation that:
 - a. Benefit the public and are owned by a public entity or a public or private utility; or
 - b. Benefit the public and are publicly maintained or operated by a public entity; or
 - c. are privately owned and are expressly permitted to be acquired or financed by the public infrastructure district's governing document or an agreement between the public infrastructure district and the public infrastructure district's creating entity; and
2. publicly or privately owned roads, rights-of-way, trails, parking, or parking structures.

The Developer has incurred expenditures for the following Public Improvements that are eligible for District financing and will dedicate the improvements upon completion to the appropriate entity.

Dedicated Public Infrastructure:

- Water mainlines and associated apparatus to be owned and maintained by Provo City
- Sanitary sewer mainlines and associated apparatus to be owned and maintained by Provo City
- Roadway infrastructure, including roadways, sidewalks, and storm sewer improvements, to be owned and maintained by Provo City
- Natural Gas Mainline extension, to be owned and maintained by Enbridge Gas: Utah
- Power mainline, to be owned and maintained by Provo Power

Capital Service Costs:

- Planning and design
- Jurisdictional fees
- Geotechnical testing services
- SWPPP inspections
- Capital legal fees

Developer Documentation Submittals:

The Developer was required to submit the following documents to the District as part of the Infrastructure Acquisition and Reimbursement Agreement. The Engineers findings are included under each item.

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

- A completed Application for Acceptance of District Eligible Costs for Dedicated Public Infrastructure.
Findings: This has been provided and is included as part of Attachment B.
- Development Agreement, or similar.
Findings: The Developer provided the signed Development Agreement to the Engineer.
- Construction Drawings.
Findings: The Developer provided applicable Construction Drawings and the Engineer has reviewed them.
- Preliminary or final plat.
Findings: The preliminary plat was included in the Construction drawing packet and the Engineer has reviewed it.
- Contracts and approved change orders.
Findings: A contract was provided for Rino Excavating LLC. The Developer confirmed that no other contracts are available and that there are no change orders for the costs included as part of this report.
- Copies of invoices, statements and evidence of payment, including applicable lien waivers.
Findings: The Developer submitted these as part of the application. The Engineer reviewed each invoice to determine the portion of the invoice that could be considered a District Eligible Cost. The Engineer received applicable lien waivers.
- Indemnification Agreement.
Findings: It is the Engineer's understanding that the Developer will provide an executed Indemnification Agreement (Exhibit D of the Infrastructure Acquisition and Reimbursement Agreement).
- Reimbursement Agreements with other entities.
Findings: No such agreements were provided to the Engineer for review and the Engineer is unaware of any such agreements. The Engineer recommends that the Developer provide any applicable Agreements to the District in a timely manner and promptly reimburse the District for costs reimbursed by the District, that would be lawfully reimbursed per such agreements.
- Regional Improvement Agreements or Cost Sharing Agreements with other entities.
Findings: No such agreements were provided to the Engineer for review and the Engineer is unaware of any such agreements. The Engineer recommends that the Developer provide any applicable Agreements to the

District in a timely manner and promptly reimburse the District for costs reimbursed by the District, that would be lawfully reimbursed per such agreements.

- x. License agreement by the applicable jurisdiction authorizing the District to conduct any maintenance in the event the Developer fails to do so.

Findings: It is the Engineer's understanding that the District's General Counsel and the Developer will coordinate to prepare and execute applicable license agreements.

- xi. Design Engineer Certification.

Findings: The Engineer received a letter from Mathew Wangsaard of Focus Engineer & Surveying, LLC, dated April 29, 2026, that states the design and construction of Public Infrastructure installed through March of 2026 are (1) in compliance with design standards, (2) have been substantially constructed in accordance with construction standards, and (3) are fit for their intended purpose.

- xii. A Letter agreement establishing the Developer's obligation to achieve final acceptance by the appropriate governmental entity and obligation to maintain the improvements until final acceptance has occurred.

Findings: The Engineer understands that this letter agreement will be included and signed as part of the a resolution of acceptance of District Eligible Costs.

- xiii. Such information as the District Engineer and District Accountant may determine is necessary for such entities to provide the certifications as set forth in the Infrastructure Acquisition and Reimbursement Agreement.

Findings: The Engineer is not requesting additional information at the time of this report.

Requirements for Capital Service Costs:

- i. A completed Application for Acceptance of District Eligible Costs for Capital Services Costs

Findings: This has been provided and is included as part of Attachment B.

- ii. Copies of all invoices, statements and evidence of payment.

Findings: The Developer submitted these as part of the application. The Engineer reviewed each invoice to determine the portion of the invoice that could be considered a District Eligible Cost. The Engineer verified that applicable evidence of payment was provided for each invoice.

- iii. Indemnification Agreement

Findings: It is the Engineer's understanding that the Developer will provide an executed Indemnification Agreement (Exhibit D of the Infrastructure Acquisition and Reimbursement Agreement).

- iv. Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the certifications as set forth in the Infrastructure Acquisition and Reimbursement Agreement.

Findings: The Engineer is not requesting additional information at the time of this report.

Engineers Review of Documentation Submittals in Support of Improvement Costs:

The Engineer's tabulation of the District Eligible Cost for the submitted backup are included as Attachment C. When possible, the Engineer assigned each expenditure to one of the cost categories based on a specific expenditure scope. Scopes such as general planning or design could be allocated to multiple categories, so the Engineer allocated them across the categories based on an assumed effort or the ratio of hard costs within each category.

Table 1: Eligible Costs Per Cost Category

Improvement Type	Ownership Entity	Dedicated Public Infrastructure Costs	Capital Service Costs
Roads	Provo City	\$473,470.21	\$85,135.44
Water	Provo City	\$128,833.19	\$20,155.82
Sanitary	Provo City	\$254,211.18	\$46,197.61
Storm	Provo City	\$236,855.18	\$42,592.66
Power & Gas	Provo /Enbridge	\$707,737.01	\$0.00
TOTAL:		\$1,801,106.77	\$194,081.53

Conclusion:

The Engineer has reviewed the material presented to substantiate the Public Infrastructure costs. Subject to the stated procedure and limitations, it is our professional opinion that fair market value associated with the Public Infrastructure, as shown on the construction documents, totals **\$1,995,188.30**.

Not all documents listed on the Application for Acceptance of District Eligible Costs were provided or were provided in a non-standard format. This review was limited to confirmation that the amount requested for reimbursement by the developer does not exceed the fair market value. The Engineer did not confirm with the local jurisdiction that the improvements were constructed in a manner that is considered acceptable by the city. The Engineer was not present during construction. The improvements were completed in a manner that makes direct inspection of certain Public Infrastructure by the Engineer infeasible. The Engineer did not verify the condition of the improvements or state an opinion on whether the improvements are fit for their intended purpose. We cannot guarantee that statements made by others are true and accurate. The Engineer recommends the following actions prior to reimbursement:

- The District confirms that all documentation required under the bond documents for reimbursement has been provided.
- When ultimately produced, the Developer provides a complete set of digital record drawings.
- The Developer provides acceptance letters from the appropriate jurisdictions when the work is considered complete and acceptable.

The District should apply its own discretion and judgment in adopting a resolution of acceptance of District Eligible Costs. Thank you for your attention to detail on this matter. Please contact us with any questions or concerns.

Sincerely,

The Connexion Group - Civil, LLC

Barrett Marrocco, PE
Principal

Attachments:

Attachment A: Agreements and Drawings Reviewed

Attachment B: Developer Applications for Acceptance

Attachment C: Invoice Tabulation and Engineers Understanding of Scopes

Attachment D: Design Engineer's Certification

Attachment A:
Agreements and Drawings Reviewed

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

District Governing Document:

- Governing Document for Slate Canyon Public Infrastructure District Provo City, Utah, prepared by White Bear Ankele Tanaka & Waldron, dated January 7, 2025

Agreements:

- Infrastructure Acquisition and Reimbursement Agreement, by and between Slate Canyon Public Infrastructure District and Lennar Homes of Utah, LLC, dated June 4, 2025
- Development Agreement for Buckley Draw, by and between the City of Provo and RD Development Holdings, dated July 15, 2024

Drawings:

- Slate Canyon, prepared for Lennar, located in Provo, Utah, by Focus Engineering & Surveying LLC, dated October 9, 2025

**Attachment B:
Developer Applications for Acceptance**

DRAFT

EXHIBIT A

Application for Acceptance of District Eligible Costs Dedicated Public Infrastructure

Applicant Name: _____

Applicant Address: _____

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

Alt. Phone / Cell: _____

Email: _____

The District Engineer shall provide a table showing the categories; ownership entity; whether final, preliminary, or conditional acceptance has been achieved, and the proposed District Eligible Costs therefore.

Engineer Notes:

- 1) Provo City will own certain improvements for the Project, including the following improvements: asphalt paving, concrete curb & gutter, sidewalk, water, sewer, storm and power infrastructure located within the boundary of the public roadways.
- 2) Enbridge Gas will own the gas mainlines installed for the Project.
- 3) Acceptance has not been achieved at the time of this application.
- 4) See "Cost Certification Report #1 Issued for Slate Canyon Public Infrastructure District, dated May 15, 2026, prepared by the Connexion Group – Civil, LLC" for the ownership and breakout of the District Eligible Costs for Dedicated Public Infrastructure totaling **\$1,801,106.77**.

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

Signature: _____

Date: _____

Application Agrees:

- 1) District may enter the land to complete any construction or maintenance operations for the Public Infrastructure that is required for the acceptance of said infrastructure, in the event the Developer fails to do so.
- 2) To provide as-built drawings when available.
- 3) To take all necessary steps to achieve acceptance of the Public Infrastructure included in this application and will properly maintain the infrastructure until such time that final acceptance occurred.
- 4) Has installed all infrastructure in accordance with the plans and specifications approved by the applicable jurisdictions.

Schedule 1 Documentary Requirements

In addition to the requirements set forth in Section 3.2 of this Agreement, the following additional documentary requirements apply in connection with the Application for Acceptance of District Eligible Costs — Dedicated Public Infrastructure, per **Exhibit A**:

Public Infrastructure that has been finally accepted by the applicable governmental entity	Public Infrastructure that has been conditionally accepted by the applicable governmental entity	Public Infrastructure prior to conditional or final acceptance by the applicable governmental entity
If applicable, development agreement or similar.	If applicable, development agreement or similar.	If applicable, development agreement or similar.
Construction Drawings.	Construction Drawings.	Construction Drawings.
The preliminary or final plat.	The preliminary or final plat.	The preliminary or final plat.
		Contracts and approved change orders.
An itemized list of all hard improvement costs, which may include invoices or bids, and sufficient evidence of payment.	An itemized list of all hard improvement costs, which may include invoices or bids, along with unconditional lien waivers from the general contractor or other sufficient evidence of payment.	Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, together with an Indemnification Agreement that shall be executed by Developer and the District in the form attached to this Agreement as <u>Exhibit D (Indemnification Agreement)</u>)
Invoices and evidence of payment for soft costs (consultants, testing, project management, etc.).	Invoices and evidence of payment for soft costs (consultants, testing, project management, etc.).	
A letter from the governmental entity (or equivalent initial written approval) to which the Public Infrastructure is being dedicated evidencing the governmental entity's final acceptance of such Public Infrastructure.	A letter from the governmental entity (or equivalent initial written approval) to which the Public Infrastructure is being dedicated evidencing the governmental entity's conditional acceptance of such Public Infrastructure.	

If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District.	If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District.	If applicable, all agreements pertaining to the reimbursement of the Public Infrastructure by entities other than the District.
If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.	If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.	If applicable, regional improvement agreements or other agreements obligating the District in cost-sharing arrangements.
		A license agreement or equivalent document from the jurisdiction to which the Public Infrastructure is to be dedicated, authorizing the District to enter onto public right- of-way and the Public Infrastructure to conduct any construction, installation, or maintenance of the Public Infrastructure in the event the Developer fails to do so.
		Design Engineer Certification
	Submission of a letter or Agreement in form and substance satisfactory to the District addressing: a) the Developer's obligation to undertake all steps necessary to achieve final acceptance of the Public Infrastructure by the Appropriate governmental entity, and b) to the extent not otherwise performed by the governmental entity having conditionally accepted such Public Infrastructure, the Developer's obligation to Maintain such Public Infrastructure until final acceptance thereof by the	A letter agreement in form and Substance satisfactory to the District establishing: a) the Developer's obligation to undertake all steps necessary to achieve dedication to and final Acceptance of the Public Infrastructure by the appropriate governmental entity and, b) the Developer's obligation to Maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity.

	applicable governmental entity.	
Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification.	Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification.	Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Engineer Cost Certification and Accountant Cost Certification.

EXHIBIT C

**Application for Acceptance of District Eligible Costs
Capital Services Costs**

Applicant Name: _____

Applicant Address: _____

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

Alt. Phone / Cell: _____

Email: _____

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

Notes:

- 1) See “Cost Certification Report #1 Issued for Slate Canyon Public Infrastructure District, dated May 15, 2026, prepared by the Connexion Group – Civil, LLC” for the ownership and breakout of the Capital Services Costs totaling **\$194,081.53**.

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

Signature: _____

Date: _____

Schedule 1
Documentary Requirements

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

Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, together with an Indemnification Agreement executed by Developer.
Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Accountant Cost Certification.

Attachment C:
Invoice Tabulation and Engineers Understanding of Scopes

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Attachment C: Invoice Tabulation and Engineers Understanding of Scopes

Invoice Number	Invoice Date	Description	Invoice Amount	District Eligible Costs	Developer Cost	POP Date	POP #	Additional Information
Direct Push Services LLC								
Company/Eligibility Information: Earthwork contractor hired by the Developer to remove toxic soils from the site. Remediation expenditures were not considered eligible for District financing.								
INV25-183	3/10/2025	Remediation	\$98,422.41	\$0.00	\$98,422.41	4/15/2025	PMX ACH	
INV25-256	5/8/2025	Remediation	\$5,270.70	\$0.00	\$5,270.70	5/15/2025	PMX ACH	
Direct Push Services LLC Totals:			\$103,693.11	\$0.00	\$103,693.11			
Earthtec Engineering								
Company/Eligibility Information: Geotechnical engineer hired by the Developer. Expenditures reviewed in this report appeared to be for the preliminary soils report, soils testing and concrete testing. Costs associated with soils report and testing were considered partially eligible for District financing, testing for roadway improvements was considered fully eligible.								
8854	7/31/2025	Geotechnical Engineer	\$2,009.06	\$1,707.70	\$301.36	8/30/2025	PMX ACH	Soil investigation at design percent
8985	8/31/2025	Geotechnical Engineer	\$7,077.94	\$1,899.70	\$5,378.24	9/30/2025	PMX ACH	Overlot grading compaction testing at site percent
9419	9/30/2025	Geotechnical Engineer	\$2,149.18	\$516.11	\$1,633.07	10/30/2025	PMX ACH	Overlot grading compaction testing at site percent
9780	10/31/2025	Geotechnical Engineer	\$1,781.88	\$427.90	\$1,353.98	11/30/2025	PMX ACH	Overlot grading compaction testing at site percent
10042	11/30/2025	Geotechnical Engineer	\$2,645.56	\$1,958.25	\$687.31	12/30/2025	PMX ACH	Soil Compaction Report & mileage at site percent, Concrete testing fully eligible
Earthtec Engineering Totals:			\$15,663.62	\$6,309.66	\$9,353.96			
Enbridge Gas Utah								
Company/Eligibility Information: Gas utility provider responsible for providing natural gas mainlines for the project. Expenditures were considered eligible for District financing.								
Main Extension Agreement_Phase 1	N/A	Natural Gas Main Extension	\$48,864.03	\$48,864.03	\$0.00	12/3/2025	PMX ACH	
Main Extension Agreement_Phase 2	N/A	Natural Gas Main Extension	\$132,425.40	\$132,425.40	\$0.00	12/3/2025	PMX ACH	
New Main Install Design_Phase 1	N/A	Natural Gas Main Design	\$49,610.32	\$49,610.32	\$0.00	4/28/2026	PMX ACH	
Enbridge Gas Utah Totals:			\$230,899.75	\$230,899.75	\$0.00			
Focus Engineering & Surveying, LLC								
Company/Eligibility Information: Design Engineer and land surveying firm hired by the Developer. Expenditures reviewed in this report generally pertained to surveying, overall civil design or landscaping design. Costs were generally considered eligible for reimbursement, with the exception of the lot fit services scope of work.								
73811	10/25/2024	Preliminary Design	\$22,000.00	\$18,700.00	\$3,300.00	11/13/2024	763118	Preliminary design at design percent
73812	10/25/2024	Final Design	\$27,280.00	\$23,188.00	\$4,092.00	11/13/2024	763118	Final design at design percent
73813	10/25/2024	Project Plan	\$800.00	\$680.00	\$120.00	11/13/2024	763118	Project Plan at design percent
73814	10/25/2024	Preliminary Plat	\$4,400.00	\$4,400.00	\$0.00	11/13/2024	763118	
73815	10/25/2024	Final Plat	\$8,800.00	\$8,800.00	\$0.00	11/13/2024	763118	
77240	3/31/2025	Site Design Updates	\$22,652.50	\$19,254.63	\$3,397.88	4/9/2025	881150	Design updates at design percent
77883	4/15/2025	Lot Layout Planning	\$1,893.38	\$0.00	\$1,893.38	4/29/2025	898011	Lot fit services not eligible
80900	7/31/2025	Debris Channel Design	\$4,207.50	\$4,207.50	\$0.00	9/3/2025	1030949	
81833	8/31/2025	Debris channel design	\$1,629.87	\$1,629.87	\$0.00	11/5/2025	1086960	
Focus Engineering & Surveying, LLC Totals:			\$93,663.25	\$80,860.00	\$12,803.26			
Provo City								
Company/Eligibility Information: Local jurisdiction who assessed fees to the Developer for street signs, asphalt overlay, development inspection, SWPPP Inspection, street cuts, and power installation for the site. Expenditures were considered eligible for reimbursement.								
202508 35608870 CR	8/13/2025	City Agency Fee	\$356,088.70	\$356,088.70	\$0.00	8/14/2025	PMX ACH	
20250807 Provo Power	8/7/2025	Electrical Mainlines	\$465,048.36	\$465,048.36	\$0.00	4/28/2026	PMX ACH	
Provo City Totals:			\$821,137.06	\$821,137.06	\$0.00			
Rino Excavating, LLC								
Company/Eligibility Information: Civil contractor hired by the Developer who constructed the wet utility mainlines and associated apparatus, as well as the roadways. Expenditures were generally considered eligible for public financing, with the exception of lot or HoA parcel specific grading activities and cutting, and lot sewer lateral lines.								
25-671-1	7/31/2025	Civil Contractor	\$171,305.00	\$41,137.29	\$130,167.71	9/10/2025	1038958	Earthwork at site percent
25-671-2	8/31/2025	Civil Contractor	\$594,608.75	\$100,979.14	\$493,629.61	12/3/2025	112680	Earthwork at site percent. Lot cuts and trail / pickle ball court grading not eligible.
25-671-4	9/30/2025	Civil Contractor	\$101,860.00	\$53,913.57	\$47,946.43	10/29/2025	1081030	Earthwork at site percent. Sewer laterals not eligible
25-671-5	9/30/2025	Civil Contractor	\$7,895.00	\$7,895.00	\$0.00	10/31/2025	PMX ACH	
25-671-6	10/31/2025	Civil Contractor	\$322,275.00	\$263,943.00	\$58,332.00	1/28/2025	1160398	Water services, private storm and sanitary laterals not eligible.
25-671-7	10/31/2025	Civil Contractor	\$71,602.90	\$67,502.90	\$4,100.00	12/12/2025	PMX ACH	Park irrigation service not eligible

25-671-8	11/30/2025	Civil Contractor	\$390,143.00	\$319,163.00	\$70,980.00	12/30/2025	1136027	Sewer laterals not eligible
Rino Excavating, LLC Totals:			\$1,659,689.65	\$854,533.91	\$805,155.74			
Silver Leaf SWPPP								
Company/Eligibility Information: Erosion control compliance consultant who performed SWPPP Inspections. Expenditures reviewed were considered eligible for public financing.								
65704	4/21/2025	SWPPP Inspections	\$77.50	\$77.50	\$0.00	5/7/2025	904168	
Silver Leaf SWPPP Totals:			\$77.50	\$77.50	\$0.00			
White Bear Ankele Tanaka & Waldron								
Company/Eligibility Information: General Counsel to the District, expenditures certified in this report pertained to capital matters. Expenditures tied to District administration were not considered an eligible capital expenditure, and should be reviewed by the District accountant.								
41604	6/30/2025	District Legal Counsel	\$3,141.02	\$688.80	\$2,452.22	8/14/2025	PMX ACH	Only capital matters reviewed - accountant to review O&M Matters
42121	7/31/2025	District Legal Counsel	\$1,396.56	\$48.69	\$1,347.87	9/14/2025	PMX ACH	Only capital matters reviewed - accountant to review O&M Matters
43183	8/31/2025	District Legal Counsel	\$676.53	\$120.44	\$556.09	10/15/2025	PMX ACH	Only capital matters reviewed - accountant to review O&M Matters
43710	9/30/2025	District Legal Counsel	\$775.94	\$512.50	\$263.44	11/14/2025	PMX ACH	Only capital matters reviewed - accountant to review O&M Matters
White Bear Ankele Tanaka & Waldron Totals:			\$6,490.05	\$1,370.43	\$5,119.62			
GRAND TOTAL			\$2,931,313.99	\$1,995,188.30	\$936,125.69			

Table Generated By: The Connexion Group - Civil, LLC

Note: Partially eligible costs may be rounded

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

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DESIGN ENGINEER'S CERTIFICATION

(Slate Canyon PID - Cost Certification Report #1)

I am an engineer duly qualified to issue a professional opinion respecting the Slate Canyon civil infrastructure improvements including the sanitary sewer, culinary water, storm sewer, roadways ,and earthwork completed through March of 2026 ("Public Infrastructure"). I hereby state and affirm the following:

1. The applicable portions of the Public Infrastructure have been inspected for compliance with designs approved by the applicable governmental entity, plans and construction standards, and construction drawings.
2. The applicable portions of Public Infrastructure have been substantially constructed in accordance with the designs approved by the applicable governmental entity, plans and construction standards, and construction drawings.
3. The applicable portions of the Public Infrastructure are fit for their intended purpose.

Signed: _____



Printed Name: MATHEW WANGSGAARD, PE

Title: PROJECT MANAGER

Date: 04/29/26

Exhibit B

Accountant's Cost Certification

INDEMNIFICATION AGREEMENT

This **INDEMNIFICATION AGREEMENT** (the “**Agreement**”) is entered into this 8th day of May, 2026, by and between **SLATE CANYON PUBLIC INFRASTRUCTURE DISTRICT**, a political subdivision and body corporate and politic of the State of Utah (the “**District**”), and **LENNAR HOMES OF UTAH, LLC**, a Delaware limited liability company (“**Developer**”). The District and Developer are collectively referred to as the “**Parties**”.

RECITALS

WHEREAS, the District and Developer entered into a Infrastructure Acquisition and Reimbursement Agreement dated June 4, 2025 (the “**Infrastructure Agreement**”); and

WHEREAS, Developer has requested the District accept and acquire the District Public Infrastructure (as defined in the Infrastructure Agreement), as more particularly described on the attached **Exhibit A** (the “**Public Infrastructure**”); and

WHEREAS, pursuant to the Infrastructure Agreement, one condition precedent of the District’s acceptance of the Public Infrastructure is an Indemnification Agreement, whereby Developer agrees to indemnify the District for any mechanic or materialman’s liens from suppliers and subcontractors for labor performed or materials used or furnished in the construction of the Public Infrastructure;

WHEREAS, the District and Developer desire to enter into this Agreement whereby Developer agrees to indemnify, defend, and hold harmless the District against any mechanics’ liens filed by contractors, subcontractors, material providers or suppliers that performed work on or provided materials for the Public Infrastructure.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Developer Representations. Developer, to induce the District to acquire the Public Infrastructure, does hereby make the following representations to the District, with full knowledge and intent that the District will rely thereon:

a. There are no judgments, claims, or lawsuits against Developer in relation to the Public Infrastructure as of the date first set forth above;

b. All contractors, subcontractors, material providers and suppliers who furnished services, labor or materials in connection with the construction of the Public Infrastructure up to and through the date first set forth above have been paid; and

2. Indemnification. Developer shall at all times indemnify, defend and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and/or liens for labor performed or materials used or furnished in the construction of the Public Infrastructure, including any costs and expenses incurred by the District in the defense

of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, Developer will immediately cause the effect of any suit or lien to be removed from the Public Infrastructure. In the event Developer fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by Developer. In the event a suit on such claim or lien is brought, Developer will, at the option of the District, defend the District in said suit at its own cost and expense, with counsel satisfactory to the District, and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the court in such suit. Developer may litigate any such lien or suit, provided Developer causes the effect thereof to be removed promptly in advance from the Public Infrastructure. This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense.

3. Applicable Laws. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Utah, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Utah. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located.

4. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District, pursuant to the Governmental Immunity Act of Utah, [Utah Code Section 63G-7-101](#), *et seq.*

5. Severability. If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained herein, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

6. Counterpart Execution. This Agreement may be executed in counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:

**SLATE CANYON PUBLIC
INFRASTRUCTURE DISTRICT**, a political
subdivision and body corporate and politic of the
State of Utah

By: _____
Officer of the District

ATTEST:

By: _____

DEVELOPER:

LENNAR HOMES OF UTAH, LLC, a Delaware
limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT A
Public Infrastructure

Slate Canyon civil infrastructure improvements including the sanitary sewer, culinary water, storm sewer, roadways, and earthwork completed through March of 2026