

**UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1
BOARD OF TRUSTEES**

NOTICE OF MEETING

May 20, 2026 at 3:00 p.m.

ANCHOR LOCATION: 139 Hunter's Grv Ln., Suite 200, Lehi, UT 84043

Via teleconference at:

<https://us06web.zoom.us/jc/82996705620>

Meeting ID: 829 9670 5620

Passcode: 272322

Ben Ferry, Chair	Term to February 5, 2028
Peter Evans, Treasurer	Term to February 5, 2030
Matt Rasband, Secretary	Term to February 5, 2028
Nate Hutchinson	Term to February 5, 2030
Craig Cannon	Term to February 5, 2028

AGENDA

1. Call to Order/Declaration of Quorum
2. Preliminary Action Items
 - a. 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. Public Hearing
 - a. Conduct a Public Hearing to receive input from the public on the adoption of the Tentative Amended Budget as the Final Amended Budget for the calendar year of 2026
Members of the public wishing to comment may connect electronically at:
<https://us06web.zoom.us/jc/82996705620>; Meeting ID: 829 9670 5620;
Passcode: 272322
5. Action Items
 - a. Adopt Resolution Amending Final 2026 Budget (**enclosure**)
 - b. Approve Minutes from April 9, 2026 Special Meeting (**enclosure**)
 - c. Approve General Counsel Bond Fee Disclosure Letter (**enclosure**)
 - d. Approve Amended and Restated Funding and Reimbursement Agreement (**enclosure**)
 - e. Approve Amended and Restated Infrastructure Acquisition and Reimbursement Agreement Between District and Flagborough, L.L.C. (**enclosure**)

- f. Adopt Acceptance Resolution, and Related Documents, Pursuant to Amended and Restated Infrastructure Acquisition and Reimbursement Agreement (**distributed**)
 - i. Accept Engineer's Cost Certification #1 and Engineer's Infrastructure Conveyance Report #1 (Greenline Block Improvements)
 - g. CONSIDERATION FOR ADOPTION OF A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO ASSESSMENT ORDINANCE FOR THE UTAH CITY WEST ASSESSMENT AREA NO. 1; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THE RESOLUTION; AND RELATED MATTERS (**enclosure**)
- 6. Administrative Non-Action Items
 - a. Annual Board Training – Open and Public Meetings Act
<https://training.auditor.utah.gov/courses/open-and-public-meetings-act-training-2026>
- 7. Adjourn

RESOLUTION
OF THE BOARD OF TRUSTEES OF THE
UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1
AMENDING THE 2026 FINAL BUDGET

WHEREAS, the Utah City West Public Infrastructure District No. 1 (the “**District**”) is an independent political subdivision of the State of Utah, duly organized and existing pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953; and

WHEREAS, pursuant to [Utah Code Section 17B-1-614](#), the Board adopted a final budget (the “**Final Budget**”) and filed with the state auditor within 30 days after adoption; and

WHEREAS, pursuant to [Utah Code Section 17B-1-621](#) the Board of Trustees (the “**Board**”) may, at any time during the budget year, review the individual budgets of the governmental funds for the purpose of determining if the total of any of them should be increased;

WHEREAS, the Board has determined that the Final Budget needs to be amended to increase the total;

WHEREAS, pursuant to [Utah Code Section 17B-1-610](#) at a meeting held on April 17, 2026, the Board adopted the tentative 2026 amended budget provided by the District’s accountant (the “**Tentative Amended Budget**”) and established the time and place of a public hearing to take public comment on the same, and ordered notice of said hearing to be provided in accordance with the requirements of [Utah Code Section 17B-1-609](#); and

WHEREAS, no less than seven days prior to the public hearing on the adoption of a Tentative Amended Budget, the Board made available a copy of the Tentative Amended Budget pursuant to [Utah Code Section 17B-1-608\(2\)\(b\)](#); and

WHEREAS, pursuant to [Utah Code Section 63G-30-102](#) the Board published the Tentative Amended Budget as a Class A notice; and

WHEREAS, the Board desires to adopt this resolution setting forth the District’s Tentative Amended Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Incorporation of Recitals.** The Recitals set forth in this Resolution are hereby incorporated.

2. **Adoption of Final Budget.** The Board hereby adopts the 2026 Tentative Amended Budget attached hereto as **Exhibit A** as the District’s final amended budget (the “**Final Amended Budget**”).

3. **Direction Regarding Filing.** The Board directs the District’s accountant to file the Final Amended Budget with the State Auditor within 30 days of adoption and post a copy of the Final Budget as required by [Utah Code Section 17B-1-614\(2\)](#).

[Remainer of page intentionally left blank. Signature page follows]

ADOPTED MAY 20, 2026.

DISTRICT:

**UTAH CITY WEST PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**, a body
politic and corporate created and validly existing
under the laws of the State of Utah

By: _____
Officer of the District

ATTEST:

By: _____

EXHIBIT A

Final Amended Budget

UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1
GENERAL FUND
2026 AMENDED BUDGET

	BUDGET 2026	AMENDED 2026
BEGINNING FUND BALANCE	\$ -	\$ -
REVENUES		
Developer advance	10,000	10,000
Total revenues	10,000	10,000
TRANSFERS IN		
Transfers from other funds	-	95,000
Total funds available	10,000	105,000
EXPENDITURES		
General and administrative		
Accounting	3,000	10,000
Insurance	-	5,000
Legal	7,000	20,000
Contingency	-	5,000
Total expenditures	10,000	40,000
TRANSFERS OUT		
Transfers to other funds	-	5,000
Total expenditures and transfers out requiring appropriation	10,000	45,000
ENDING FUND BALANCE	\$ -	\$ 60,000
WORKING CAPITAL FUND	\$ -	\$ 60,000
TOTAL RESERVE	\$ -	\$ 60,000

UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1
DEBT SERVICE FUND
2026 AMENDED BUDGET

	<table><tr><th>BUDGET</th><th>AMENDED</th></tr><tr><th>2026</th><th>2026</th></tr></table>		BUDGET	AMENDED	2026	2026
BUDGET	AMENDED					
2026	2026					
BEGINNING FUND BALANCE	\$	- \$	-			
REVENUES						
Interest income		-	500,000			
Total revenues		-	500,000			
TRANSFERS IN						
Transfers from other funds		-	27,581,280			
Total funds available		-	28,081,280			
EXPENDITURES						
Debt service						
Bond interest		-	3,737,357			
Dissemination Agent fee		-	5,000			
Total expenditures		-	3,742,357			
Total expenditures and transfers out requiring appropriation		-	3,742,357			
ENDING FUND BALANCE	\$	- \$	24,338,923			
CAPITALIZED INTEREST FUND	\$	- \$	14,162,615			
RESERVE FUND		-	9,681,308			
AVAILABLE FOR FUTURE DEBT SERVICE		-	-			
TOTAL RESERVE	\$	- \$	23,843,923			

UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1
CAPITAL PROJECTS FUND
2026 AMENDED BUDGET

	BUDGET 2026	AMENDED 2026
BEGINNING FUND BALANCE	\$ -	\$ -
REVENUES		
Bond issuance proceeds	-	127,600,000
Bond premium	-	291,666
Interest income	-	500,000
Total revenues	-	128,391,666
Total funds available	-	128,391,666
EXPENDITURES		
Capital projects		
Bond issuance costs	-	2,501,282
Engineering	-	25,000
Capital outlay	-	80,000,000
Total expenditures	-	82,526,282
TRANSFERS OUT		
Transfers to other funds	-	27,676,280
Total expenditures and transfers out requiring appropriation	-	110,202,562
ENDING FUND BALANCE	\$ -	\$ 18,189,104
FUTURE CAPITAL OUTLAY	\$ -	\$ 18,107,084
WORKING CAPITAL FUND	-	82,020
TOTAL RESERVE	\$ -	\$ 18,189,104

MINUTES OF A JOINT SPECIAL MEETING
UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-5
BOARDS OF TRUSTEES

Thursday, April 9, 2026 at 1:00 p.m.
ANCHOR LOCATION: 300 S 1350 E, Fl. 2, Lehi, Utah 84043

The meeting was also held via teleconference and open to the public.

Attendance

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

Ben Ferry, Chair (via teleconference)
Peter Evans, Treasurer (at anchor location)
Craig Cannon (via teleconference)

Matt Rasband and Nate Hutchinson were absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present: Betsy F. Russon, Esq., WBA, PC, District General Counsel; Aaron Wade and Mary Barnes, Gilmore & Bell, PC, Bond Counsel; Kira Kaur and Sam Elder, DA Davidson; Shelby Clymer and Lauren Warburton, CliftonLarsonAllen LLP, District Accountant.

Call to Order/Declaration of Quorum

It was noted that a quorum of the Boards was present. Upon a motion duly made and seconded, the meeting was called to order at 1:01 p.m.

Preliminary Action Items

Approval of Agenda

Ms. Russon presented the proposed agenda to the Boards for consideration. Following discussion, upon a motion duly made by Mr. Evans, seconded by Mr. Ferry, the Boards unanimously approved the agenda as presented.

Conflict of Interest Disclosures

Ms. Russon inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted.

Public Comment

None.

Action Items

Approve Minutes from March 6, 2026 Special Meeting

Ms. Russon presented the minutes from the March 6, 2026 special meeting to the Boards for approval. Following discussion, upon a motion duly made by Mr. Evans, seconded by Mr. Ferry, the Boards unanimously approved the March 6, 2026 minutes.

Approve March 31, 2026 Unaudited Financial Statements

Ms. Russon presented the March 31, 2026 unaudited financial statements to the Boards for approval. Following discussion, upon a motion duly made by Mr. Evans, seconded by Mr. Ferry, the Boards unanimously approved the financial statements.

Withdrawal and Annexation Certificates

Ms. Russon noted for the record that both the Withdrawal and Annexation certificates, signed by the Lieutenant Governor as of April 8, 2026, had been submitted with their respective submission packet documents to the County Recorder. No action was taken by the Boards.

Bond Issuance (District No. 1)

Adoption of a Resolution of the Board of Trustees of Utah City West Public Infrastructure District No. 1 Establishing the Terms and Conditions of an Assessment Ordinance and Notice of Assessment Interest for the Utah City West Assessment Area No. 1 (the “Assessment Area”), Authorizing the Execution of a Designation Resolution and an Assessment Ordinance and Notice of Assessment Interest for the Assessment Area; Approving the Appraisal for the Assessment Area; Authorizing the Taking of All Other Actions Necessary to the Consummation of the Transactions Contemplated by This Resolution; and Related Matters.

Mr. Wade presented the resolution to the Board for consideration. Following discussion, upon a motion duly made by Mr. Evans, seconded by Mr. Ferry, the Board unanimously approved the resolution.

Adoption of a Resolution of the Board of Trustees of Utah City West Public Infrastructure District No. 1 (the “District”), Establishing the Terms and Conditions of the Issuance of the District’s Not to Exceed \$127,600,000 Special Assessment Bonds, Series 2026 (Utah City West Assessment Area No. 1) (the “Series 2026 Bonds”); Fixing the Maximum Principal Amount of the Series 2026 Bonds, the Maximum Number of Years Over Which the Series 2026 Bonds May Mature, the Maximum Interest Rate Which the Series 2026 Bonds May Bear, and the Maximum Discount from Par at Which the Series 2026 Bonds May Be Sold; Delegating to Certain Officers of the District the Authority to Approve the Final Terms and Provisions of the Series 2026 Bonds Within the

Parameters Set Forth Herein; Authorizing the Execution by the District of an Indenture of Trust and Pledge, a Preliminary Official Statement, an Official Statement, a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Completion and Loan Agreement, a Collateral Assignment Agreement, and Other Documents Required in Connection Therewith; Providing for the Running of a Contest Period; Authorizing the Taking of All Other Actions Necessary to the Consummation of the Transactions Contemplated by This Resolution; and Related Matters.

Mr. Wade presented the resolution to the Board for consideration. Following discussion, upon a motion duly made by Mr. Evans, seconded by Mr. Ferry, the Board unanimously approved the resolution.

Tentative Amended 2026 Budget (District No. 1)

Adoption of Tentative Amended 2026 Budget and Confirm Public Hearing to Hear Public Comment on the Same

Ms. Clymer presented the Tentative Amended 2026 Budget to the Board for consideration. Following discussion, upon a motion duly made by Mr. Evans, seconded by Mr. Ferry, the Board unanimously approved the Tentative Amended 2026 Budget and directed staff to schedule and notice a public hearing for final adoption.

Administrative Non-Action Items

Board Training: Open and Public Meetings Act

Ms. Russon reminded the Boards of the Annual Board Member training. No action was taken by the Boards.

Adjourn

There being no further business to come before the Boards and upon a motion duly made by Mr. Evans, seconded by Mr. Ferry, and unanimously carried, the meeting was adjourned at 1:20 p.m.

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

*Ben Ferry
District Chair*

The foregoing minutes were approved on the 20th day of May, 2026.



May 20, 2026

Board of Trustees
Utah City West Public Infrastructure District No. 1
c/o WBA, PC
139 Hunter's Grove Ln. Suite 200
Lehi, UT 84043

Re: Special Disclosure of Costs for Legal Services in Connection with Bonds

Dear Board of Trustees:

WBA, PC ("**WBA**") currently serves as general counsel to Utah City West Public Infrastructure District No. 1 (the "**District**") pursuant to an engagement letter dated July 17, 2024, that defines the scope of WBA's engagement for general counsel legal services (the "**Engagement**"). The Engagement states that fees for our services are paid monthly based on hours of service provided and other factors set forth in the Engagement. The purpose of this letter is to confirm the terms of a special fee arrangement regarding WBA's work in connection with the expected issuance by the District of its Special Assessment Bonds, Series 2026, in the estimated principal aggregate amount of \$127,600,000 (the "**Series 2026 Bonds**"), referred to as the "**Bonds**" and/or the "**Transaction**"). This letter is also intended to describe the roles of WBA and various other professionals expected to be involved in the Transaction. Due to the nature of this type of Transaction, fees for all professionals are usually paid at closing; however, our Engagement provides for monthly billing and payment, followed, typically, by reimbursement to the District for our fees from closing proceeds. This letter discloses a special billing arrangement for our fees to provide a measure of certainty to the District regarding the costs of the Transaction. Other than as specifically noted herein, this letter is not intended to alter any of the provisions of the Engagement.

The effort to close the Transaction may involve the work of several professionals outside the Firm including: (i) an investment banker (the "**Underwriter**") who will be engaged by the District to structure and then market the Transaction; and (ii) a bond lawyer who will be engaged by the District to assist with structuring the Transaction and issue various opinions necessary to close the Transaction, including a tax exempt opinion ("**Bond Counsel**"); and (iii) disclosure counsel who will be engaged by the District to prepare the necessary documents to describe the Transaction and disclose the potential risks thereof to purchasers ("**Disclosure Counsel**"). Please note that it is also our recommendation that the District engage an independent municipal advisor to provide advice with respect to the Transaction, specifically including advice regarding structure, timing, financial terms, and other similar matters. These professional firms are generally referred to herein as the "**Professionals.**" Our role as general counsel will be to participate with the Professionals in documenting the Transaction as to which we will render a general counsel opinion to various parties regarding the status of the District and other matters surrounding the Transaction.

All of the Professionals will be paid out of proceeds of the Transaction on terms set forth in their individual engagements, which means they are paid by the District. Their duties to the District will be set forth in their individual engagement agreements and will run directly to the District and not to WBA. The Underwriter may choose to engage its own counsel whose duties will run to the Underwriter only, but whose fees are generally paid by the District as a cost of the Transaction at closing.

In connection with these Professional engagements, it is important to understand that WBA's role in the Transaction is limited to matters specifically set forth in our legal opinion, the anticipated form of which is attached hereto (the "**Opinion**"). If the risk or structure of the Transaction changes materially from what we anticipate at this time, resulting in changes to our Opinion which may increase the scope of our services or risk, we will advise the District and it may be necessary for us to increase our fees (as set forth below) for these services.

It is also important for the District to understand, and agree, that WBA is not engaged to oversee the efforts, work product, advice or opinions of the other Professionals. We will perform the work necessary to render our Opinion and will be sufficiently involved in the Transaction to keep the Board of Trustees apprised of the status of the efforts of the other Professionals. We read their work to assure our familiarity with their documents, but we do not review their work for completeness or accuracy. They are engaged because their services fall outside the scope of our expertise. Accordingly, by proceeding with the Transaction, the District acknowledges that it will rely solely on such Professionals as to the advice they render to the District and the content of their written materials, and the District further acknowledges that WBA is not the guarantor of their work. Should the District have any questions or concerns regarding the work of other Professionals, those questions should be directed to us so we can make sure they are addressed by the correct party.

As compensation for WBA's services as general counsel in connection with the approval, issuance and closing of the Transaction, the District shall pay the Firm a fee of \$75,000 for the Transaction from closing proceeds. The purpose of the fee is to compensate us for our time and expertise in connection with attempting to achieve a closing of the Transaction, and for risks we incur in connection with the issuance of our Opinion. Accordingly, we will NOT include time and materials billings to the District as part of our routine monthly general counsel invoices; rather, a "**Bond Transaction Legal Services Invoice**" will be provided to the District at or near the closing of the Transaction and shall be due at the time of closing. If the anticipated structure of the Bonds changes significantly, we may propose an increase in the fee if warranted by the change, and the above-proposed fee is nonbinding with respect to an issuance of the Bonds in accordance with a structure varying materially from the structure described above. In addition to the above-referenced fee, there shall be due and payable on a monthly basis all out of pocket expenses incurred or paid by the Firm on behalf of the District in connection with the Transaction. Please note that if the District directs that work on the Transaction cease prior to closing, or in the event the Transaction does not close for any reason within ninety (90) days of the date of this letter, we may opt to provide a standard invoice to you for actual time and expenses incurred, which will be

May 20, 2026

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due in accordance with our standard Engagement, in lieu of the Bond Transaction Legal Services Invoice referenced above.

We appreciate the opportunity to continue to provide legal services to the District. Should you have any questions regarding this matter, please do not hesitate to call us.

Sincerely,

A handwritten signature in black ink that reads "WBA, PC". The letters are cursive and fluid.

WBA, PC
Attorneys at Law

**UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1
ACKNOWLEDGMENT**

By: _____
Signature

Printed Name: _____

Position: _____

Date: _____

AMENDED AND RESTATED FUNDING AND REIMBURSEMENT AGREEMENT

This **AMENDED AND RESTATED FUNDING AND REIMBURSEMENT AGREEMENT** (the “**Agreement**”) is made and entered into as of the ___ day of _____, 2026 by and between UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Utah (the “**District**”), and FLAGBOROUGH, L.L.C., a Delaware limited liability company (“**Developer**”). The District and Developer are collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the District and the Developer previously entered into that certain Funding and Reimbursement Agreement, dated as of July 17, 2024 (the “**Original Agreement**”), pursuant to which the Developer agreed to advance funds to the District, from time to time, for the payment of certain administrative and other Costs of the District, and the District agreed to repay such advances on the terms and conditions set forth therein; and

WHEREAS, the Parties now desire to amend and restate the Original Agreement in its entirety, on the terms and conditions set forth in this Agreement; and

WHEREAS, upon the execution and delivery of this Agreement by the Parties, this Agreement shall amend, restate, supersede, and replace the Original Agreement in its entirety, and the Original Agreement shall be of no further force or effect; and

WHEREAS, the District has been duly and validly organized as a quasi-municipal corporation and political subdivision of the State of Utah, in accordance with the provisions of Utah Code Title 17D, Chapter 4, (the “**PID Act**”), and Title 17B, (the “**Special District Act**”), as amended from time to time and any successor statute thereto (collectively the “**Acts**”), and the Governing Document for the District approved by the Lieutenant Governor on January 18, 2024 (the “**Governing Document**”); and

WHEREAS, the District has the power to provide a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Acts to serve the future property owners and inhabitants of the District as determined by the Board, and includes Public Infrastructure and Improvements as defined in the Acts (collectively, the “**Public Infrastructure**”), as authorized in the Governing Document; and

WHEREAS, the District has incurred and will incur costs in furtherance of the District’s permitted purposes, including, but not limited to, costs in the nature of general administrative costs (such as legal, engineering, architectural, surveying, management, accounting, auditing, and insurance), and other costs necessary to continued good standing under applicable law (the “**Costs**”); and

WHEREAS, the District does not presently have financial resources to provide funding for payment of the Costs that are projected to be incurred prior to the anticipated availability of funds; and

WHEREAS, the Developer is willing to advance funds to the District, from time to time, on the condition that the District agrees to repay such advances, in accordance with the terms set forth in this Agreement; and

WHEREAS, the District is willing to execute one or more reimbursement notes, bonds, or other instruments (“**Reimbursement Obligations**”), in an aggregate principal amount not to exceed the Maximum Loan Amount (as defined below) and accrued interest, to be issued to or at the direction of the Developer upon its request, subject to the terms and conditions of this Agreement, to further evidence the District’s obligation to repay the funds advanced hereunder; and

WHEREAS, the District anticipates repaying moneys advanced by the Developer hereunder, including as evidenced by any requested Reimbursement Obligations, with funds available from legally available revenues of the District determined to be available therefor; and

WHEREAS, the District and the Developer desire to enter into this Agreement for the purpose of consolidating all understandings and commitments between them relating to amounts to be advanced by the Developer to the District in order for the District to be able to pay the Costs, and the repayment by the District of such amounts; and

WHEREAS, the Board of Trustees of the District (the “**Board**”) has determined that the best interests of the District and its property owners and taxpayers will be served by entering into this Agreement in order to allow the District to meet its obligations to pay for the Costs; and

WHEREAS, the Parties have authorized their officers to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

COVENANTS AND AGREEMENTS

1. **Advance Amount and Term.** The Developer agrees to advance to the District one or more sums of money not to exceed the aggregate of \$50,000 per annum (the “**Annual Loan Cap**”) for two years, up to \$100,000 (as the same may be subsequently increased as set forth below, or by agreement of the Parties and execution of a supplement or addendum to this Agreement) (the “**Maximum Loan Amount**”). These funds shall be advanced to the District in one or a series of installments and shall be available to the District through December 31, 2027, (the “**Loan Obligation Termination Date**”). Thereafter, the Loan Obligation Termination Date will automatically extend for additional one (1) year terms unless the Developer provides written notice to the District of termination at least thirty (30) days prior to December 31st of each year. Upon each automatic one (1) year extension of the Loan Obligation Termination Date, the Developer agrees to advance the District one or more sums of money up to the Annual Loan Cap, and the Maximum Loan Amount shall be automatically increased upon each one (1) year extension by the Annual Loan Cap.

2. Use of Funds. The District agrees that it shall apply all funds advanced by the Developer under this Agreement solely to the Costs of the District as set forth from time to time in the annual adopted budget for the District, and pursuant to any contracts entered into with third parties to perform functions for the District under such adopted budget. It is understood that the District has budgeted or will budget as revenue from year to year, the entire aggregate amount which may be borrowed hereunder to enable the District to appropriate revenues to pay the Costs included within the District's annual budget. The Developer shall be entitled to a quarterly accounting of the expenditures made by the District, upon request, and otherwise may request specific information concerning such expenditures at reasonable times and upon reasonable notice to the District.

3. Manner for Requesting Advances.

a. The District shall, from time to time, determine the amount of revenue required to fund budgeted expenditures by the District, but such determination shall be made not more often than monthly. Each determination shall be made based upon the expenditures contained in the adopted budget for the District, the rate of expenditures estimated for the next succeeding month, and such other factors as the District may consider relevant to the projection of future financial needs. Not less than fifteen (15) days before the beginning of each month, the District shall notify the Developer of the requested advance for the next month, and, subject to the Annual Loan Cap, the Developer shall deposit such advance with the District on or before the beginning of that month. The Parties may vary from this schedule upon mutual agreement.

b. Upon receipt of advances hereunder, the District shall keep a record of such advances made. Failure to record such advances shall not affect inclusion of such amounts as reimbursable pursuant to this Agreement; provided that such advances are substantiated by the District's accountant. The Developer may provide any relevant documentation evidencing such unrecorded advances to assist in the District's final determination.

4. Obligations Irrevocable. The obligations of the Developer created by this Agreement are absolute, irrevocable, unconditional, and are not subject to setoff or counterclaim. The Developer shall not take any action which would delay or impair the District's ability to receive the funds contemplated herein with sufficient time to properly pay approved invoices and/or notices of payment due.

5. Interest Prior to Issuance of Reimbursement Obligations. With respect to Advances made under this Agreement prior to the earlier of payment in full thereof, or the issuance of any Reimbursement Obligation reflecting such Advances, interest shall accrue on such amounts, as simple interest with no compounding at the rate of the rate published each January by the Public Treasurers Investment Fund at <https://treasurer.utah.gov/for-government/public-treasurers-investment-fund/ptif-rates/>. Repayment of such advances will apply first to accrued and unpaid interest and second to principal. Upon issuance of a Reimbursement Obligation, unless otherwise consented to by the Developer, any interest then accrued on any previously advanced amount shall be added to the amount of the loan advance and reflected as principal of the Reimbursement Obligation and shall thereafter accrue interest as provided in such Reimbursement Obligation.

6. Terms of Repayment; Source of Revenues.

a. Any funds advanced under this Agreement shall be repaid in accordance with the terms of this Agreement. The District intends to repay any advances made under this Agreement to the extent that funds are available from legally available revenues of the District, net of any debt service obligations of the District. Any payments made by the District shall be credited, first, to any interest then due and payable under this Agreement, and second, to the outstanding principal balance of amounts advanced to the District.

b. At such time as the District issues Reimbursement Obligations to evidence an obligation to repay advances made under this Agreement, the repayment terms of such Reimbursement Obligations shall control and supersede any otherwise applicable provision of this Agreement, except for the Maximum Reimbursement Obligation Repayment Term (as defined below). Such Reimbursement Obligations may be issued as multi-fiscal-year financial obligations.

7. Issuance of Reimbursement Obligations.

a. Subject to any limitations or restrictions contained in any loan or bond documents or other multi-fiscal-year instruments, and the conditions of this Agreement, upon request of the Developer, the District hereby agrees to issue to, or at the direction of, the Developer one or more Reimbursement Obligations to evidence any repayment obligation of the District then existing with respect to advances made, and interest accrued, under this Agreement. Such Reimbursement Obligations shall be payable solely from the sources identified in the Reimbursement Obligations, including, but not limited to, *ad valorem* property tax revenues of the District, and shall be secured by the District's pledge to apply such revenues as required thereunder, unless otherwise consented to by the Developer. Such Reimbursement Obligations shall mature on a date or dates, subject to the limitations set forth in the Maximum Reimbursement Obligation Repayment Term defined herein, and bear interest at a market rate to be determined at the time of issuance of such Reimbursement Obligations.

b. The term for repayment of any Reimbursement Obligations issued under this Agreement shall not extend beyond thirty (30) years from the date of issuance of the Reimbursement Obligation, or such lesser term as may be established in the Governing Document (the "**Maximum Reimbursement Obligation Repayment Term**").

c. In connection with the issuance of any such Reimbursement Obligations, the District shall make such filings as it may deem necessary to comply with the provisions of [Utah Code Section 17D-4-301](#), as amended.

d. The terms of this Agreement may be used to construe the intent of the Parties in connection with the issuance of any Reimbursement Obligations, and shall be read as nearly as possible to make the provisions of any Reimbursement Obligations and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the terms of any Reimbursement Obligations, the terms of such Reimbursement Obligations shall prevail.

e. If, for any reason, any Reimbursement Obligations are determined to be invalid or unenforceable, the District shall issue new Reimbursement Obligations that are legally enforceable, subject to the provisions of this Agreement.

f. In the event that it is determined that payments of all or any portion of interest on any Reimbursement Obligations may be excluded from gross income of the holder thereof for federal income tax purposes upon compliance with certain procedural requirements and restrictions that are not inconsistent with the intended use of funds contemplated herein and are not overly burdensome to the District, the District agrees, upon request of the Developer, to take all action reasonably necessary to satisfy the applicable provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

8. Good Faith. It is hereby agreed and acknowledged that this Agreement evidences the District's good faith intent to repay the Developer for advances made in accordance with the terms of this Agreement. The Developer expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the District's Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. By acceptance of this Agreement, the Developer agrees and consents to all of the limitations with respect to the payment of the principal and interest due under this Agreement, and as may be limited by the District's Governing Document.

9. Termination.

a. The Developer's obligations to advance funds to the District in accordance with this Agreement shall terminate on December 31, 2027 (subject to the extension terms above), except to the extent advance requests have been made to the Developer that are pending by this termination date, in which case said pending request(s) will be honored notwithstanding the passage of the termination date.

b. The District's obligations under this Agreement shall terminate at the earlier of the repayment in full of the Maximum Loan Amount (or such lesser amount advanced hereunder if it is determined by the District that no further advances shall be required hereunder) and accrued interest or thirty (30) years from the execution date hereof. After thirty (30) years from the execution of this Agreement, the Parties hereby agree and acknowledge that any obligation created by this Agreement, which remains due and outstanding under this Agreement, including accrued interest, is forgiven in its entirety, generally and unconditionally released, waived, acquitted and forever discharged, and shall be deemed a contribution to the District by the Developer, and there shall be no further obligation of the District to pay or reimburse the Developer with respect to such amounts. For the avoidance of any doubt, Reimbursement Obligations are not considered "due and outstanding" under this Agreement but are payable in accordance with their terms.

c. The District's obligation to reimburse the Developer for any and all funds advanced or otherwise payable to the Developer under and pursuant to this Agreement (whether the Developer has already advanced or otherwise paid such funds or intends to make such advances or payments in the future) shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Developer's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; (b) administrative dissolution (or other legal process not initiated by the Developer dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy, receivership or similar process or actions with regard

to the Developer (whether voluntary or involuntary). The termination of the District's reimbursement obligation as set forth in this Section shall be absolute and binding upon the Developer, its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement in the event that any of the occurrences described in this Section occur.

10. Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or otherwise determined for the performance of any required act under this Agreement falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

11. Notices and Place for Payments. All notices, demands and communications (collectively, "**Notices**") under this Agreement shall be delivered or sent by: (a) first class, registered or certified mail, postage prepaid, return receipt requested; (b) nationally recognized overnight carrier, addressed to the address of the intended recipient set forth below or such other address as either party may designate by notice pursuant to this Section; or (c) sent by confirmed facsimile transmission, PDF, or email. Notices shall be deemed given either one (1) business day after delivery BY the overnight carrier, three (3) days after being mailed as provided in clause (a) above, or upon confirmed delivery as provided in clause (c) above.

District: Utah City West Public Infrastructure District 1
c/o WBA, PC
139 Hunter's Grove Ln. Suite 200
Lehi, Utah 84043
Attention: Blair Dickhoner
(303) 858-1800
bdickhoner@wbapc.com

Developer: Flagborough, L.L.C.
300 South 1350 East, Floor 2
Lehi, Utah 84043
Telephone: 801-766-4442
Email: nate@flagshiptoday.com
Attn: Nate Hutchinson

12. Amendments. This Agreement may only be amended or modified by a writing executed by the Parties.

13. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. 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.

14. 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 which the District is located.

15. Authority. By execution hereof, the Parties represent and warrant that their respective representatives signing hereunder have full power and authority to execute this Agreement and to bind the respective party to the terms hereof.

16. Entire Agreement. This Agreement constitutes and represents the entire, integrated agreement between the Parties with respect to the matters set forth herein and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to those matters, whether written or oral. This Agreement shall become effective upon the date of full execution hereof.

17. Legal Existence. The District will maintain its legal identity and existence so long as any of the advanced amounts contemplated herein remain outstanding. The foregoing statement shall apply unless, by operation of law, another legal entity succeeds to the liabilities and rights of the District without materially adversely affecting the Developer's privileges and rights under this Agreement.

18. 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.*

19. Negotiated Provisions. This Agreement shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

20. Parties Interested Herein/No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other third parties. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. Electronic Storage and Execution. The Parties agree that the transactions described in this Agreement may be conducted, and related documents may be signed and stored by

electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of electronically signed and stored documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law. Any electronic signature affixed to this Agreement or any amendments or consents thereto shall carry the full legal force and effect of any original, handwritten signature.

22. Counterpart Execution. This Agreement may be executed in several 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 and year 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:

**UTAH CITY WEST PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**, a
quasi-municipal corporation and political
subdivision of the State of Utah

By: _____
Officer of the District

Attest:

By: _____

DEVELOPER:

Flagborough, L.L.C, a Delaware limited liability
company

Printed Name

Title

[Signature Page to Funding and Reimbursement Agreement]

**AMENDED AND RESTATED
INFRASTRUCTURE ACQUISITION
AND
REIMBURSEMENT AGREEMENT**

BETWEEN

UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1

AND

FLAGBOROUGH, L.L.C.

DATED _____

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EXHIBITS

EXHIBIT A - Application for Acceptance of District Eligible Costs
Dedicated Public Infrastructure

EXHIBIT B – Application for Acceptance of District Eligible Costs
District Public Infrastructure

EXHIBIT C - Application for Acceptance of District Eligible Costs
Capital Services Costs

**AMENDED AND RESTATED INFRASTRUCTURE ACQUISITION
AND REIMBURSEMENT AGREEMENT**

This AMENDED AND RESTATED INFRASTRUCTURE ACQUISITION AND REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of ____, 2026, by and between UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Utah (the “**District**”), and FLAGBOROUGH, L.L.C, a Delaware limited liability company (the “**Developer**”).

RECITALS

- A. The District and the Developer previously entered into that certain Infrastructure Acquisition and Reimbursement Agreement, dated as of July 17, 2024 (the “**Original Agreement**”), which established the terms and conditions for the reimbursement of District Eligible Costs and the acquisition of District Public Infrastructure.
- B. The Parties now desire to amend and restate the Original Agreement in its entirety, on the terms and conditions set forth in this Agreement.
- C. Upon the execution and delivery of this Agreement by the Parties, this Agreement shall amend, restate, supersede, and replace the Original Agreement in its entirety, and the Original Agreement shall be of no further force or effect.
- D. The District was organized to provide Public Infrastructure for the Project as authorized in the PID Act, Special District Act, and the Governing Document for the District.
- E. 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.
- F. The Developer has incurred or in the future may incur District Eligible Costs, which may consist of Eligible Public Infrastructure Costs, Eligible Capital Service Costs, or both.
- G. The Parties desire to establish the terms and conditions for the reimbursement of District Eligible Costs that become Certified District Eligible Costs.
- H. The District does not intend to direct the design or construction of any Public Infrastructure by way of this Agreement.
- I. Pursuant to [Utah Code Section 17B-1-103\(1\)](#), the District is permitted to enter into contracts that the Board considers necessary, convenient, or desirable to carry out the District’s purposes, and the Board has determined that the best interests of the District, property owners within the District, and the public, are served by entering into this

Agreement, and this Agreement is in furtherance of the purposes for which the District was established.

- J. The Parties have authorized their respective officers or representatives to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

COVENANTS AND AGREEMENTS

ARTICLE 1

PURPOSE OF AGREEMENT

1.1 **Purpose of Agreement.** This 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.

ARTICLE 2

DEFINITIONS

2.1 **Definitions.** In this Agreement, unless a different meaning clearly appears from the context, capitalized terms mean:

Accountant Cost Certification: a written certification issued by the District Accountant following review of an Engineer's Cost Certification, invoices, and other material presented to substantiate Eligible Public Infrastructure Costs, in form and substance reasonably acceptable to the District, declaring the total amount of Eligible Public Infrastructure Costs proposed for reimbursement.

Accountant Services Cost Certification: a written certification issued by the District Accountant following review of invoices, and other material presented to substantiate the Eligible Capital Services Costs, in form and substance reasonably acceptable to the District, declaring the total amount of Eligible Capital Services Costs proposed for reimbursement.

Agreement: this Amended and Restated Infrastructure Acquisition and Reimbursement Agreement between the Parties dated _____, 2026.

Application for Acceptance of District Eligible Costs/Application: an application by the Developer for reimbursement of Eligible Public Infrastructure Costs or Eligible Capital Services Costs, in the form attached to this Agreement as **Exhibits A, B and C.**

Application Review Procedures: those requirements set forth in Article III hereof by which an Application for Acceptance of District Eligible Costs is evaluated for sufficiency as a condition to adoption of a District Acceptance Resolution.

Board: the duly elected and/or appointed Board of Trustees of the District.

Bonds: means bonds, notes or other financial obligations issued by the District with respect to which proceeds are available for the payment of Certified District Eligible Costs.

Certified District Eligible Costs: means District Eligible Costs that have been accepted by the District through adoption of a District Acceptance Resolution.

Component Unit(s): portions of Public Infrastructure that are substantially complete and fit for their intended purposes, whether or not yet placed in service.

Construction Drawings: drawings prepared by a licensed and registered engineer and approved by the applicable governmental entity, by which Public Infrastructure has been built.

Dedicated Public Infrastructure: means Public Infrastructure that is to be dedicated to another governmental entity for public use.

Design Engineer's Certification: a certification in form and substance reasonably acceptable to the District from an engineer or other appropriate design professional, licensed in Utah and approved by the District, stating that 1) the Public Infrastructure, or applicable Component Unit thereof, has been inspected for compliance with approved designs, plans and construction standards, and, if applicable, Construction Drawings; 2) that the Public Infrastructure, or applicable Component Unit thereof, has been substantially constructed in accordance with the approved designs, plans and construction standards, and, if applicable, Construction Drawings; and 3) the Public Infrastructure is fit for its intended purpose.

Developer: Flagborough, L.L.C., a Delaware limited liability company

District Acceptance Resolution: a resolution adopted by the Board following satisfactory completion of the Common Application Review Procedures as set forth in Section 3.2 hereof.

District Acquisition Resolution: a resolution adopted by the Board following satisfactory completion of the Additional Application Review Procedures as set forth in Section 3.3 hereof.

District Accountant: an accountant licensed to practice in the State of Utah that has been engaged by the District.

District Eligible Costs: collectively, the Eligible Public Infrastructure Costs and the Eligible Capital Services Costs.

District Engineer: an engineer licensed to practice in the State of Utah that has been engaged by the District.

District Public Infrastructure: Public Infrastructure that is intended to be owned and operated by the District.

District Inspection Report: a report issued by the District Engineer following an Inspection in connection with District Public Infrastructure, addressing those matters set forth in Section 3.3 hereof.

District: Utah City West Public Infrastructure District No. 1.

Eligible Public Infrastructure Costs: costs related to the acquisition, financing, planning, design, construction, and installation of Public Infrastructure that may be lawfully funded by the District under the PID Act and the Governing Document, and which may represent Dedicated Public Infrastructure and/or District Public Infrastructure.

Eligible Capital Services Costs: costs of certain services and/or work directly related to the ability of the District to provide and/or the provision of Public Infrastructure, including but not limited to: District organizational costs, engineering, architectural, surveying, construction planning, and related legal, accounting, and other professional services.

Engineer Cost Certification: a written report certifying that, in the opinion of the District Engineer, an Application for Acceptance of District Eligible Costs is complete, contains sufficient documentation as set forth in the applicable Exhibit attached hereto, and that the cost of the Public Infrastructure is reasonable considering the type of Public Infrastructure being reviewed.

Inspection: with respect to District Public Infrastructure, an inspection conducted by the District Engineer and the Developer to ascertain the completion of such Public Infrastructure and/or whether corrective work is required prior to acceptance by the District.

Governing Document: means the Governing Document for the District approved by the creating entity.

Maximum Repayment Term: shall mean, with respect to any and all costs accepted by an Acceptance Resolution, and not otherwise the subject of a Reimbursement Obligation, twenty (20) years from the date of each such Acceptance Resolution, or such lesser period as may be established in the Governing Document.

Notices: shall mean those forms of notice authorized by Section 7.4 hereof.

Party or Parties: means the District or the Developer, individually; Parties refers to the District and the Developer, collectively.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Project: the proposed development described generally in the Governing Document, for which the District is authorized to furnish Public Infrastructure.

Public Infrastructure: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act to serve the future property owners and inhabitants of the District as determined by the Board, and includes Public Infrastructure and Improvements as defined in the PID Act, or as further restricted by subsequent district agreement regarding the use of bond proceeds.

Registered Municipal Advisor: means a municipal advisor as defined in Section 15B of the federal “Securities Exchange Act of 1934,” that is registered with the securities and exchange commission under Section 15B of the federal “Securities Exchange Act of 1934.”

Reimbursement Obligation/s: one or more notes, bonds, or other financial obligations issued at the request of the Developer in the amount of Certified District Eligible Costs as approved from time to time.

RMA Rate: the interest rate derived from an interest rate analysis performed by a Registered Municipal Advisor.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Third-Party Accounting Firm: an accounting firm mutually selected by the Parties to perform certain functions as set forth in Sections 3.2 and 3.3 hereof.

Third-Party Engineering Firm: an engineering firm mutually selected by the Parties to perform certain functions as set forth in Section 3.2 hereof.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended from time to time.

UTPTIF Rate: The rate published each January by the Public Treasurers Investment Fund at <https://treasurer.utah.gov/for-government/public-treasurers-investment-fund/ptif-rates/>

ARTICLE 3

APPLICATION FOR ACCEPTANCE/REVIEW PROCEDURES

3.1 **Application for Acceptance of District Eligible Costs.** The Developer will initiate a request for the District’s acceptance of District Eligible Costs by submitting the following, as applicable:

a. For Dedicated Public Infrastructure, a completed “Application for Acceptance of District Eligible Costs - Dedicated Public Infrastructure” attached hereto as **Exhibit A** and incorporated herein by this reference.

b. For District Public Infrastructure, a completed “Application for Acceptance of District Eligible Costs - District Public Infrastructure” attached hereto as **Exhibit B** and incorporated herein by this reference.

c. For Eligible Capital Services Costs, a completed “Application for Acceptance of District Eligible Costs - Capital Services Costs” attached hereto as **Exhibit C** and incorporated herein by this reference.

d. For an interest in land required for the construction of roadway, park, or storm ponds, or for land that is required to be dedicated for Public Infrastructure, a copy of pre-development appraisal, closing statement for the bulk land purchase, or assessed value records from the County Assessor or other sources.

e. Notwithstanding the provisions of Section 3.1, no Application for Acceptance of District Eligible Costs – Dedicated Public Infrastructure may be submitted to the extent such Application includes costs for Dedicated Public Infrastructure that has not received conditional acceptance from the applicable governmental entity, unless a) the District has Bond proceeds available to fund the full amount to be requested, and b) the District agrees to accept such Application.

3.2 Common Application Review Procedures - Eligible Public Infrastructure Costs. Following receipt of a complete Application for Acceptance of District Eligible Costs as provided in Section 3.1 (a) or (b) above, the District shall promptly direct the following to occur:

a. The District shall direct the District Engineer to review the Application for Acceptance of District Eligible Costs to substantiate the District Eligible Costs associated with the Public Infrastructure proposed for reimbursement for the purpose of issuing an Engineer’s Cost Certification. Such Engineer’s Cost Certification shall be issued promptly upon completion of the Engineer’s review. The Developer may dispute the conclusions set forth in the Engineer’s Cost Certification, and the Parties shall attempt to resolve any such disputes in good faith, within 30 days of issuance thereof. In the event the Parties are not able to resolve such disputes within 30 days of the date of the Engineer’s Cost Certification, the Parties shall submit the dispute to a Third-Party Engineering Firm, whose findings shall be binding on the Parties. The fees and expenses of the Third-Party Engineering Firm shall be split equally between the Parties, unless otherwise agreed.

b. Upon receipt of the Engineer’s Cost Certification, the District shall direct the District Accountant to review the Engineer’s Cost Certification and Application for Acceptance of District Eligible Costs and issue an Accountant’s Cost Certification. The Developer may dispute the conclusions set forth in the Accountant’s Cost Certification, and the Parties shall attempt to resolve any such dispute in good faith. In the event the Parties are not able to resolve such disputes within 30 days of the date of the Accountant’s Cost Certification, the Parties shall submit the dispute to a Third-Party Accounting Firm, whose findings shall be binding on the Parties. The fees and expenses of the Third-Party Accounting Firm shall be split equally between the Parties.

3.3 **Additional Application Review Procedures - District Public Infrastructure.** In addition to the requirements set forth in Section 3.2, upon receipt of an Application for Acceptance of District Eligible Costs – District Public Infrastructure, the District shall promptly direct the following to occur:

a. The District Engineer, or other appropriate consultant engaged by the District according to the nature of the work being inspected, shall conduct an Inspection of the Public Infrastructure within 30 days of the submission of a complete Application for Acceptance of District Eligible Costs – District Public Infrastructure. If the Developer, or its representative, wants to join the Inspection of the Public Infrastructure it shall make a request to the District Engineer in writing.

b. Within 14 days after the Inspection, the District Engineer shall issue a District Inspection Report that addresses the following:

i. whether the Public Infrastructure has been constructed in substantial accordance with the Construction Drawings;

ii. whether the Public Infrastructure is fit for its intended purpose; and

iii. whether any corrective work is necessary before declaring satisfaction of subsections (i) and (ii) hereof, in which case the District Inspection Report will include a punch list of such items.

c. If the District Inspection Report identifies any necessary corrective work, the Developer shall be responsible for correcting such work listed on the punch list to the reasonable satisfaction of the District. The Parties shall mutually agree on a date by which such corrective work must be completed, failing which the Application shall be deemed terminated. In such event, the Developer may submit a new Application to initiate the acceptance process anew. Within 30 days after the corrective work has been completed, the Engineer and the Developer shall jointly inspect the Public Infrastructure that was found to be defective, and upon a determination by the District that the corrective work is satisfactory, the District Engineer shall issue a new District Inspection Report for such Public Infrastructure.

d. The District and the Developer agree and acknowledge that, in the event that the District Engineer determines that the District Public Infrastructure, was completed in a manner that makes direct inspection of such District Public Infrastructure by the District Engineer (and issuance of the District Inspection Report) impossible or infeasible, then the Developer shall be required to obtain a Design Engineer's Certification to be issued to the District as a condition to acceptance.

3.4 **Application Review Procedures - Eligible Capital Services Costs.** Upon receipt of an Application for Acceptance of District Eligible Costs – Capital Services Costs using the form attached hereto as **Exhibit C**, the District shall promptly direct the District Accountant to review the invoices and other material presented to substantiate the District Eligible Costs and to issue an Accountant's Services Cost Certification. The Developer shall have a reasonable opportunity to dispute the conclusions set forth in the Accountant's Services Cost Certification, and the Parties

shall attempt to resolve any such dispute in good faith. In the event the Parties are not able to resolve such disputes within 30 days of the date of the Accountant's Services Cost Certification, the Parties shall submit the dispute to a Third-Party Accounting Firm, whose findings shall be binding on the Parties. In such event, the fees and expenses of the Third-Party Accounting Firm shall be split equally between the Parties.

3.5 **Documentary Requirements in Exhibit Schedules.** The Developer acknowledges that the Exhibits contain additional documentary requirements that must be met, unless modified or waived by the District, as a condition to the adoption of any District Acceptance Resolution and agrees to satisfy same.

ARTICLE 4

DISTRICT ACCEPTANCE

4.1 **District Acceptance Resolution.** The Parties agree that no reimbursement shall be required under this Agreement unless and until the District has adopted a District Acceptance Resolution. Upon completion of the applicable Application Review Procedures described in Article III hereof, the District shall accept the District Eligible Costs and (if applicable) acquisition of the District Public Infrastructure within a reasonable time thereafter, not to exceed 60 days. Such acceptance shall be evidenced by the District adopting a District Acceptance Resolution and thereupon the District Eligible Costs so accepted shall become Certified District Eligible Costs. The District Acceptance Resolution shall declare the satisfaction of the requirements of this Agreement, subject to any waivers or modifications of specific requirements as the District may, in its sole discretion, approve. The District Acceptance Resolution shall also address the means by which reimbursement is to occur, as contemplated in Section 5.1 hereof.

4.2 **Reimbursement Subject to Availability of Funds.** The obligation of the District to reimburse the Developer following adoption of a District Acceptance Resolution shall be subject to availability of funds, and as otherwise provided in Section 5.1 hereof, however, the Parties agree that the District has no obligation to reimburse the Developer where the Developer or its affiliates are in default on the payment of any debt service assessments due on any property owned by the Developer within the boundaries of the District or where a default by the Developer has occurred and resulted in a foreclosure of any property within the boundaries of the District.

4.3 **District Acquisition Resolution.** Upon completion of the applicable Application Review Procedures described in Article III hereof, the District shall acquire the District Public Infrastructure within a reasonable time thereafter, not to exceed 60 days. Such acquisition shall be evidenced by the District adopting a District Acquisition Resolution. The District Acquisition Resolution shall declare the satisfaction of the requirements of this Agreement, subject to any waivers or modifications of specific requirements as the District may, in its sole discretion, approve.

ARTICLE 5

PAYMENT OF CERTIFIED DISTRICT ELIGIBLE COSTS

5.1 **Payment of Certified District Eligible Costs.** In connection with the adoption of a District Acceptance Resolution and satisfaction of any conditions to reimbursement as may be set forth therein, the District shall tender to the Developer, or any other entity as directed by the Developer, the amount of the Certified District Eligible Costs from the sources identified below in the following order of priority (unless otherwise agreed to by the Developer):

a. First, from the proceeds of Bonds (whether available at the time of adoption of a District Acceptance Resolution or at any time thereafter), in which case, within three (3) business days of adoption of a District Acceptance Resolution, the District shall make a requisition in the amount of the Certified District Eligible Costs from any project fund held by the bond trustee (or such lesser amount as may then be available in the project fund), which requisition shall direct that the bond trustee make payment of the applicable amount directly to the Developer. To the extent Bond proceeds are not available within three (3) business days of adoption of a District Acceptance Resolution, but subsequently become available upon a future Bond issuance, payment of Certified District Eligible Costs shall be made at closing, with such funds being issued directly to the Developer;

b. Second, from such funds as the District determines, in its sole and absolute discretion, to be available; and/or

c. Third, through the issuance of one or more Reimbursement Obligations.

5.2 **Limitation on Payment Source for Dedicated Improvements Not Conditionally Accepted.** Notwithstanding the foregoing, and subject to the provisions of 3.1.d hereof, reimbursement for Dedicated Public Infrastructure in advance of conditional acceptance by the applicable governmental entity shall be limited to proceeds from the issuance of Bonds available at the time of adoption of a District Acceptance Resolution with respect to such Public Infrastructure.

5.3 **Interest Prior to Issuance of Reimbursement Obligations.** With respect to Certified District Eligible Costs recognized prior to the issuance of any Reimbursement Obligation, simple interest with no compounding shall accrue on unpaid Certified District Eligible Costs at UTPTIF Rate (“**Interest Rate**”).

Such interest shall accrue from the date of adoption of such District Acceptance Resolution to the earlier of the date Reimbursement Obligation is issued to evidence the Certified District Eligible Costs, or the date of repayment in full of the applicable Certified District Eligible Costs.

5.4 **Issuance of Reimbursement Obligations.** Subject to any limitations or restrictions contained in any loan or bond documents, the Governing Document and the conditions of this Section, upon request of the Developer, the District hereby agrees to issue to or at the direction of the Developer one or more Reimbursement Obligations to evidence any repayment obligation of the District then existing with respect to Certified District Eligible Costs, and interest accrued, under this Agreement. Such Reimbursement Obligations shall be payable solely from the sources identified in the Reimbursement Obligations, including, but not limited to, *ad valorem* property tax revenues of the District, and shall be secured by the District’s pledge to apply such revenues as required thereunder, unless otherwise consented to by the Developer. Such Reimbursement

Obligations shall mature on a date or dates, subject to the limitation set forth herein, and bear interest at a market rate, to be determined at the time of issuance of such Reimbursement Obligations.

a. In connection with the issuance of any such Reimbursement Obligation, the District shall make such filings as it may deem necessary to comply with the provisions of [Utah Code Section 17D-4-301](#), as amended.

b. To the extent such Reimbursement Obligations may be issued as tax-exempt obligations, and upon the request of the Developer, such obligations shall be issued with a tax-exempt opinion of nationally recognized bond counsel.

c. The District shall bear the costs of issuance of the Reimbursement Obligations.

d. The terms of this Agreement may be used to construe the intent of the Parties in connection with issuance of any Reimbursement Obligations and shall be read as nearly as possible to make the provisions of any Reimbursement Obligations and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the terms of any Reimbursement Obligations, the terms of such Reimbursement Obligations shall prevail.

ARTICLE 6

TERMINATION

6.1 Termination of Obligation to Reimburse.

a. Notwithstanding any provision in this Agreement to the contrary, this Agreement and the District's obligation to reimburse the Developer for any and all Certified District Eligible Costs not converted to Reimbursement Obligations shall terminate automatically and be of no further force or effect upon the occurrence of: (i) the Developer's voluntary dissolution, liquidation and winding up; (ii) administrative dissolution (or other legal process not initiated by the Developer, dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (iii) the initiation of bankruptcy, receivership or similar process or actions with regard to the Developer (whether voluntary or involuntary). The termination of this Agreement and the District's reimbursement obligations set forth herein shall be absolute and binding upon the Developer and its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement, in the event that any of the occurrences described in this Section occur.

b. Furthermore, this Agreement and the District's obligations under this Agreement to reimburse the Developer shall terminate at the earlier of the repayment in full of the Certified District Eligible Costs or at the expiration of the Maximum Repayment Term. The Parties hereby agree and acknowledge that, upon the termination date set forth

in the preceding sentence, any obligation of the District to reimburse the Developer for amounts due and outstanding under this Agreement, including accrued interest, shall be forgiven in its entirety, generally and unconditionally released, waived, acquitted and forever discharged, and shall be deemed a contribution to the District by the Developer and there shall be no further obligation of the District to pay or reimburse the Developer with respect to such amounts. This limitation shall not apply to Reimbursement Obligations, which shall mature in accordance with their terms.

ARTICLE 7

MISCELLANEOUS

7.1 **Default/Remedies.** In the event of a breach or default of this Agreement by any Party, the non-defaulting Party, after having given notice to the other Party and a 30-day period to cure said breach or default, shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees, expert witness fees and court costs.

7.2 **Time is of the Essence/Modification of Performance Dates.** Time is of the essence hereof; provided, however, that if the last day permitted or otherwise determined for the performance of any required act under this Agreement falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated. Notwithstanding the foregoing, any date specified for completion of any required act by either Party hereunder may be modified upon the mutual agreement of the Parties.

7.3 **Indemnification.** The Developer hereby agrees to indemnify and save harmless the District from all claims and/or causes of action, including but not limited to mechanic's liens, arising out of the fraudulent misrepresentation or misstatement in connection with the Developer's performance of its obligations hereunder.

7.4 **Notices.** All notices, demands and communications (collectively, "Notices") under this Agreement shall be delivered or sent, addressed to the address of the intended recipient set forth below or such other address as a Party may designate by notice pursuant to this Section, by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, or (c) sent by confirmed facsimile transmission or email. Notices shall be deemed given either one business day after delivery to the overnight carrier, three days after being mailed as provided in clause (a) or (b) above, or upon confirmed delivery as provided in clause (c) above.

To the District:	Utah City West Public Infrastructure District No. 1
	c/o WBA, PC
	139 Hunter's Grove Lane
	Suite 200
	Lehi, UT 84043

Attention: Blair Dickhoner
(303) 858-1800
Email: bdickhoner@wbapc.com

To the Developer: Flagborough, L.L.C.
300 South 1350 East, Floor 2
Lehi, Utah 84043
Telephone: 801-766-4442
Email: nate@flagshiptoday.com
Attn: Nate Hutchinson

7.5 **Amendments.** This Agreement may only be amended or modified by a writing executed by the Parties.

7.6 **Severability.** If any portion of this Agreement is declared by any court of competent jurisdiction to be illegal, void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such illegal, 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.

7.7 **Governing Law/Venue.** 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 which the District is located.

7.8 **No Assignment.** This Agreement may not be assigned by either Party unless prior written consent is provided by the other party.

7.9 **Authority.** By execution hereof, the District and the Developer represent and warrant that their representative signing hereunder has full power and lawful authority to execute this Agreement and to bind the respective Party to the terms hereof.

7.10 **Entire Agreement.** This Agreement constitutes and represents the entire, integrated agreement between the Parties with respect to the matters set forth herein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral, including, without limitation, the Original Agreement, which is hereby amended, restated, superseded, and replaced in its entirety by this Agreement. This Agreement shall become effective upon the date set forth above.

7.11 **Inurement.** The terms of this Agreement shall be binding upon and inure to the benefit of the Parties as well as their respective successors.

7.12 **Legal Existence.** The District will maintain its legal identity and existence so long as any of the advanced amounts contemplated herein remain outstanding. The foregoing statement shall apply unless, by operation of law, another legal entity succeeds to the liabilities and rights of

the District without materially adversely affecting the Developer's privileges and rights under this Agreement.

7.13 **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.*

7.14 **Negotiated Provisions.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

7.15 **Parties Interested /No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other third parties. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.16 **Electronic Storage and Execution.** The Parties agree that the transactions described herein may be conducted and related documents may be signed and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of electronically signed and stored documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Without limiting the foregoing, the Parties agree that in the event that any individual or individuals who are authorized to execute or consent to this Agreement on behalf of the District or the Developer are not able to be physically present to manually sign this Agreement or any amendments or consents thereto, that such individual or individuals are hereby authorized to execute the same electronically via an electronic signature. Any electronic signature so affixed to this Agreement or any amendments or consents thereto shall carry the full legal force and effect of any original, handwritten signature.

7.17 **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year 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:

**UTAH CITY WEST PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**, a quasi-
municipal corporation and political subdivision of
the State of Utah

By: _____
Officer of the District

ATTEST:

By: _____

DEVELOPER:
FLAGBOROUGH, L.L.C., a Delaware limited
liability company

By: _____

Printed Name

Title

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.

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: _____

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 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, including any approved addenda to the plans
The preliminary or final plat.	The preliminary or final plat.	The preliminary or final plat for areas in which the improvements are being constructed.
		Contracts and approved change orders.
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.	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, including lien waivers from the general contractor or other direct vendor.
		Copies of all materials testing and compaction testing results for the improvements proposed for certification.
		Certificates of insurance from the general contractor and any major subcontractors demonstrating compliance with the applicable construction contract insurance requirements
		A written statement from the Developer that, to the Developer's knowledge, there are no material outstanding claims, disputes, or stop

		notices related to the work covered by the Application that would reasonably be expected to affect the District Eligible Costs being certified.
		A written statement from the general contractor certifying that the Public Infrastructure covered by the Application has been installed in substantial accordance with the applicable plans, specifications, and standards.
		Copy of construction permits; copies of all notices filed by or on behalf of the Developer, the general contractor, or the applicable governmental jurisdiction related to the Public Infrastructure covered by the Application.
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 documentation evidencing the same) 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 documentation evidencing the same) 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.

		For Public Infrastructure located on land owned by a governmental entity: a license agreement or equivalent document from such governmental entity authorizing the District to enter onto such land and conduct any construction, installation, or maintenance of the Public Infrastructure in the event the Developer fails to do so.
		(1) An executed Bill of Sale for the Public Infrastructure, in form and substance acceptable to the District, automatically terminating upon final acceptance of such Public Infrastructure by the applicable governmental entity. (2) For Public Infrastructure located on land owned by the Developer or another private party at the time of certification: a step-in rights agreement, license, or completion agreement, in form and substance acceptable to the District, authorizing the District to enter onto such land and complete construction, installation, or maintenance of the Public Infrastructure in the event the Developer fails to do so.
	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	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

	otherwise performed by the governmental entity having conditionally accepted such Public Infrastructure, the Developer's obligation to maintain such Public Infrastructure until final acceptance thereof by the applicable governmental entity.	obligation to maintain such Public Infrastructure until final acceptance thereof by the 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 B

Application for Acceptance of District Eligible Costs District 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.

By its signature below, the Applicant certifies that this Application for Acceptance of District Eligible Costs - District Public Infrastructure by the District 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 3.3 of this Agreement, the following additional documentary requirements apply in connection with the Application for Acceptance of District Eligible Costs – District Public Infrastructure, per **Exhibit B**:

Public Infrastructure that is to be owned by the District
If applicable, development agreement or similar.
Construction Drawings.
The preliminary or final plat.
Contracts and approved change orders.
Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from any suppliers and subcontractors.
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.
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.
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.
Evidence satisfactory to the District that any and all real property interests necessary to permit the District's use and occupancy of the Public Infrastructure have been granted, or, in the discretion of the District, assurances acceptable to the District that the Developer will execute or cause to be executed such instruments as shall satisfy this requirement. If the District is to assume ownership of any real property, a title commitment and form of Special Warranty Deed, in a form acceptable to the District, conveying the real property free and clear of all liens, claims and other encumbrances, except matters of record acceptable to the District.
Assignment of any warranties or guaranties.
Any operation and maintenance manuals.
Evidence that any underground facilities are electronically locatable (if applicable).
Approved landscape plan and certification by a landscape architect or engineer that all landscape improvements were installed in accordance with the approved landscape plan(s) (if applicable).
Test results for improvements conforming to industry standards (compaction test results, concrete tickets, hardscape test results, cut-sheets, etc.) (if applicable).
Pressure test results for any irrigation system (if applicable).
Such information as the District may require in order to insure the Public Infrastructure.

A Warranty Agreement, in form and substance acceptable to the District, providing that the Developer will immediately correct or replace any Public Infrastructure that is defective to the reasonable satisfaction of the District at the Developer's sole expense for a period of two years.
An executed Bill of Sale for the Public Infrastructure in form and substance acceptable to the District.
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: _____

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, including lien waivers from any suppliers and subcontractors.
Such information as the District Engineer and District Accountant may determine is necessary in order for such entities to provide the Accountant Cost Certification.

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE BOARD OF TRUSTEES OF THE UTAH CITY WEST
PUBLIC INFRASTRUCTURE DISTRICT NO. 1:

NOTICE IS HEREBY GIVEN that a special meeting of the Board of Trustees of the Utah City West Public Infrastructure District No. 1 (the “District”) will be held on May 20, 2026, by electronic means for the purpose of authorizing the adoption and recording of a First Amendment to Assessment Ordinance and Notice of Assessment Interest, and related matters, and for the transaction of such other business incidental to the foregoing as may come before said meeting.

Secretary

ACKNOWLEDGMENT OF NOTICE
AND CONSENT TO SPECIAL MEETING

We, the members of the Board of Trustees of the District, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time and place specified in said notice, and to the transaction of any and all business which may come before said meeting.

Chair

Treasurer

Secretary

Trustee

Trustee

May 20, 2026

The Board of Trustees (the “Board”) of the Utah City West Public Infrastructure District No. 1 (the “District”) met in special session (including by electronic means) on May 20, 2026, at 3:00 p.m. with the following members of the Board present:

Benjamin Ferry	Chair
Peter Evans	Treasurer
Matthew Rasband	Secretary
Craig Cannon	Trustee
Nate Hutchinson	Trustee

Also present:

Blair M. Dickhoner	District Counsel
Betsy Russon	District Counsel

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the Secretary presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this May 20, 2026, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following resolution was introduced in written form, discussed in full, and pursuant to a motion made by _____ and seconded by _____ adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair and recorded by the Secretary in the official records of the Utah City West Public Infrastructure District No. 1. The resolution is as follows:

RESOLUTION

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1 AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO ASSESSMENT ORDINANCE FOR THE UTAH CITY WEST ASSESSMENT AREA NO. 1; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THE RESOLUTION; AND RELATED MATTERS

WHEREAS, on April 9, 2026 the Board of Trustees (the “Board”) of the Utah City West Public Infrastructure District No. 1 (the “District”), adopted a resolution approving forms of a Designation Resolution (as subsequently executed, the “Designation Resolution”) and an Assessment Ordinance and Notice of Assessment Interest (as subsequently executed, the “Assessment Ordinance”), and designated an assessment area (the “Assessment Area”) known as the “Utah City West Assessment Area No. 1”; and

WHEREAS, the District desires to amend the Assessment Ordinance as permitted therein to remove WBA, PC as Foreclosure Agent and install Spencer Fane LLP, Salt Lake City, Utah as Foreclosure Agent for the District; and

WHEREAS, the Board now desires to authorize the execution of a First Amendment to Assessment Ordinance (the “First Amendment to Assessment Ordinance”) to accomplish the change in Foreclosure Agent for the District; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah City West Public Infrastructure District No. 1, as follows:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings when used in the body of this Resolution.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and by the officers of the District directed toward the execution and delivery of the First Amendment to Assessment Ordinance are hereby ratified, approved, and confirmed.

Section 3. The First Amendment to Assessment Ordinance, in substantially the form attached hereto as Exhibit B, is in all respects hereby authorized and approved, and the Chair or Treasurer and the Secretary are hereby authorized and directed to execute and deliver the same on behalf of the District with final terms as may be established by the Chair or Treasurer (the “Designated Officer”), and with such alterations, changes or additions as may be necessary or as may be authorized by herein.

Section 4. The Chair, Treasurer and Secretary and other appropriate officials of the District are hereby authorized and directed to record the First Amendment to Assessment Ordinance, and the Designated Officer or other appropriate officials of the District, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the District any or all additional certificates, documents and other papers and to perform all other acts they

may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 5. The Designated Officer or other appropriate officials of the District are authorized to make any alterations, changes, deletions, or additions to the First Amendment to Assessment Ordinance, or any other document herein authorized and approved which may be necessary to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Chair or Treasurer and the Secretary on behalf of the District of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 6. It is hereby declared that all parts of this Resolution are severable, and if any section, clause, or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this Resolution.

Section 7. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation, or part thereof heretofore repealed.

PASSED AND APPROVED by the Board of Trustees of the Utah City West Public Infrastructure District No. 1, this May 20, 2026.

UTAH CITY WEST PUBLIC
INFRASTRUCTURE DISTRICT NO. 1

By: _____
Benjamin Ferry, Chair

ATTEST:

By: _____
Matthew Rasband, Secretary

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

I, Matthew Rasband, the undersigned Secretary of the Utah City West Public Infrastructure District No. 1 (the “District”), do hereby certify:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the Board of Trustees (the “Board”) of the District had and taken at a lawful meeting of the Board on May 20, 2026, as recorded in the regular official book of the proceedings of the Board kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Board were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand this May 20, 2026.

UTAH CITY WEST PUBLIC
INFRASTRUCTURE DISTRICT NO. 1

By: _____
Secretary

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Matthew Rasband, the undersigned Secretary of the Utah City West Public Infrastructure District No. 1 (the “District”), do hereby certify according to the records of the District in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the public meeting held by the Board of Trustees of the District (the “Board”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(b) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the meeting location at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting.

The Board of the District does not schedule regular meetings and meets on an “as needed” basis.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this May 20, 2026.

UTAH CITY WEST PUBLIC
INFRASTRUCTURE DISTRICT NO. 1

By: _____
Secretary

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

EXHIBIT B

FIRST AMENDMENT TO ASSESSMENT ORDINANCE

WHEN RECORDED, RETURN TO:

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

See Exhibit A

NOTICE OF AMENDMENT TO ASSESSMENT INTEREST

UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1
UTAH CITY WEST ASSESSMENT AREA NO. 1

FIRST AMENDMENT TO ASSESSMENT ORDINANCE
AND NOTICE OF ASSESSMENT INTEREST

DATED AS OF MAY 20, 2026

WHEREAS, the Board of Trustees (the “Board”) of the Utah City West Public Infrastructure District No. 1 (the “District”), previously adopted a Resolution on April 9, 2026, pursuant to which the Board authorized and approved a form of a Designation Resolution and Assessment Ordinance and Notice of Assessment Interest (the “Assessment Ordinance”) for the Utah City West Assessment Area No. 1 (the “Assessment Area”); and

WHEREAS, the District desires to amend the definition of “Foreclosure Agent” in Section 1(f) of the Assessment Ordinance in order to install Spencer Fane LLP, Salt Lake City, Utah as the District’s Foreclosure Agent; and

WHEREAS, pursuant to, and in compliance with, the provisions of Section 17 of the Assessment Ordinance, the Board desires to adopt this First Amendment to Assessment Ordinance and Notice of Assessment Interest (the “First Amendment to Assessment Ordinance”) to effectuate the amendments described herein:

NOW THEREFORE, BE IT ORDAINED BY THE UTAH CITY WEST PUBLIC INFRASTRUCTURE DISTRICT NO. 1:

Section 1. Amendment to Assessment Ordinance. In accordance with Section 17 of the Assessment Ordinance, the District hereby amends Section 1(f) of the Assessment Ordinance to install Spencer Fane LLP as the Foreclosure Agent.

Section 2. All Necessary Action Approved. The Chair and other officials of the District are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this First Amendment to Assessment Ordinance.

Section 3. Assessment Ordinance. Other than as amended by this First Amendment to Assessment Ordinance, the Assessment Ordinance is hereby ratified and confirmed and shall remain in full force and effect without change.

Section 4. Recordation of First Amendment to Assessment Ordinance. This First Amendment to Assessment Ordinance shall be signed by the Chair and Secretary and shall be recorded in the ordinance book kept for that purpose. A copy of this First Amendment to Assessment Ordinance shall be posted in a public location within or near the District's boundaries that is reasonably likely to be seen by individuals who pass through or near the affected area for at least 21 days and a copy of this First Amendment to Assessment Ordinance shall also be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) for at least 21 days. This First Amendment to Assessment Ordinance shall take effect immediately upon its passage and approval and posting as required by law. The posting of this First Amendment to Assessment Ordinance shall not interfere with or constitute a novation of the 30-day contest period with regard to the Assessment Ordinance and Assessment Bonds (as defined in the Assessment Ordinance) under the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended.

Section 5. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Assessment Ordinance.

Dated as of May 20, 2026.

By: _____
Benjamin Ferry, Chair

ATTEST:

By: _____
Matthew Rasband, Secretary

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this May _____, 2026 by Benjamin Ferry, the Chair of the Board of Trustees of Utah City West Public Infrastructure District No. 1 (the “District”), who represented and acknowledged that he signed the same for and on behalf of the District.

NOTARY PUBLIC

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this May _____, 2026 by Matthew Rasband, the Secretary of Utah City West Public Infrastructure District No. 1 (the “District”), who represented and acknowledged that he signed the same for and on behalf of the District.

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

The Assessment Area is more particularly described as follows:

WEST SIDE PARCEL 1

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 2385.98 FEET; THENCE WEST A DISTANCE OF 508.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.69°47'37"W. A DISTANCE OF 321.88 FEET; THENCE N.20°12'23"W. A DISTANCE OF 485.03 FEET' THENCE N.69°47'37"E. A DISTANCE OF 261.83 FEET TO A POINT ON SAID RAILROAD RIGHT OF WAY; THENCE S.27°15'52"E. A DISTANCE OF 488.73 FEET ALONG SAID RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING. CONTAINING 141,559 SQ.FT. OR 3.25 ACRES.

WEST SIDE PARCEL 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 2385.98 FEET; THENCE WEST A DISTANCE OF 508.15 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.27°15'52"E. A DISTANCE OF 508.65 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE S.62°44'08"W. A DISTANCE OF 387.32 FEET; THENCE N.20°12'23"W. A DISTANCE OF 552.38 FEET; THENCE N.69°47'37"E. A DISTANCE OF 321.88 FEET TO THE POINT OF BEGINNING. CONTAINING 187,405 SQ.FT. OR 4.30 ACRES.

WEST SIDE PARCEL 3

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3329.94 FEET; THENCE WEST A DISTANCE OF 21.86 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.62°44'08"W. A DISTANCE OF 397.56 FEET; THENCE N.27°02'52"W. A DISTANCE OF 457.87 FEET TO A POINT OF CURVATURE OF A 460.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.93 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 06°50'29" AND A CHORD THAT BEARS N.23°37'37"W. A DISTANCE OF 54.89 FEET; THENCE N.20°12'23"W. A DISTANCE OF 40.95 FEET; THENCE N.62°44'08"E. A DISTANCE OF 387.32 FEET TO A POINT ON SAID RAILROAD RIGHT OF WAY; THENCE S.27°15'52"E. A DISTANCE OF 553.30 FEET ALONG SAID RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.

CONTAINING 219,100 SQ.FT. OR 5.03 ACRES.

WEST SIDE PARCEL 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3329.94 FEET; THENCE WEST A DISTANCE OF 21.86 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.27°15'52"E. A DISTANCE OF 384.44 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE S.24°21'39"E. A DISTANCE OF 101.52 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE S.58°48'27"W. A DISTANCE OF 372.38 FEET; THENCE N.30°32'08"W. A DISTANCE OF 375.56 FEET; THENCE N.27°02'52"W. A DISTANCE OF 136.39 FEET; THENCE N.62°44'08"E. A DISTANCE OF 397.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 194,370 SQ.FT. OR 4.46 ACRES.

WEST SIDE PARCEL 5

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8,, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 4261.40 FEET; THENCE EAST A DISTANCE OF 427.07 FEET TO A POINT

ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.60°04'32"W. A DISTANCE OF 322.70 FEET TO A POINT OF CURVATURE OF A 340.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.58 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°01'45" AND A CHORD THAT BEARS N.26°01'16"W. A DISTANCE OF 53.52 FEET; THENCE N.30°32'08"W. A DISTANCE OF 484.46 FEET; THENCE N.58°48'27"E. A DISTANCE OF 372.38 FEET TO A POINT ON SAID RAILROAD RIGHT OF WAY; THENCE S.24°21'37"E. A DISTANCE OF 499.02 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE S.30°17'44"E. A DISTANCE OF 49.41 FEET ALONG SAID RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING.
CONTAINING 185,898 SQ.FT. OR 4.27 ACRES.

WEST SIDE PARCEL 6

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8,, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 4261.40 FEET; THENCE EAST A DISTANCE OF 427.07 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.30°17'44"E. A DISTANCE OF 367.00 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE S.59°42'16"W. A DISTANCE OF 437.41 FEET; THENCE N.12°23'36"W. A DISTANCE OF 332.64 FEET TO A POINT OF CURVATURE OF A 340.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.08 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 09°06'47" AND A CHORD THAT BEARS N.16°56'59"W. A DISTANCE OF 54.02 FEET; THENCE N.60°04'32"E. A DISTANCE OF 322.70 FEET TO THE POINT OF BEGINNING.
CONTAINING 139,186 SQ.FT. OR 3.17 ACRES.

WEST SIDE PARCEL 7

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE N.89°25'01"E. A DISTANCE OF 646.34 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 2360.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE N.15°28'51"W. A DISTANCE OF 415.86 FEET; THENCE N.12°41'16"W. A DISTANCE OF 388.80 FEET; THENCE N.59°42'16"E. A DISTANCE OF 276.26 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE S.30°17'44"E. A DISTANCE OF 953.48 FEET ALONG SAID RAILROAD RIGHT OF WAY TO A POINT ON SAID VINEYARD CONNECTOR RIGHT OF WAY; THENCE S.80°36'52"W. A DISTANCE OF 443.72 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE S.74°24'40"W. A DISTANCE OF 88.60 FEET ALONG SAID ROAD RIGHT OF WAY TO THE POINT OF BEGINNING.
CONTAINING 346,999 SQ.FT. OR 7.97 ACRES.

WEST SIDE PARCEL 8

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE N.89°25'01"E. A DISTANCE OF 646.34 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 2360.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.74°24'40"W. A DISTANCE OF 111.40 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE S.70°03'10"W. A DISTANCE OF 657.94 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE N.85°31'26"W. A DISTANCE OF 41.25 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE N.13°48'29"W. A DISTANCE OF 212.92 FEET; THENCE N.75°51'37"E. A DISTANCE OF 70.23 FEET TO A POINT OF CURVATURE OF A 640.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 146.60 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°07'26" AND A CHORD THAT BEARS N.69°17'54"E. A DISTANCE OF 146.28 FEET; THENCE N.62°44'11"E. A DISTANCE OF 493.75 FEET; THENCE S.75°13'34"E. A DISTANCE OF 27.24 FEET; THENCE N.15°03'20"E. A DISTANCE OF 138.76 FEET TO A POINT OF CURVATURE OF A 48.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.32 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 27°50'25" AND A CHORD THAT BEARS N.01°13'57"E. A DISTANCE OF 23.10 FEET; THENCE S.15°28'51"E. A DISTANCE OF 415.86 FEET TO THE POINT OF BEGINNING.
CONTAINING 204,889 SQ.FT. OR 4.70 ACRES.

WEST SIDE PARCEL 9A

LOT 2 OF UTAH CITY PHASE TWO AMENDED SUBDIVISION PLAT.

WEST SIDE PARCEL 9B

LOT 3 OF UTAH CITY PHASE TWO AMENDED SUBDIVISION PLAT.

WEST SIDE PARCEL 9C

LOT 6B OF UTAH CITY PHASE TWO AMENDED SUBDIVISION PLAT.

WEST SIDE PARCEL 10

LOT 5B OF UTAH CITY PHASE TWO AMENDED SUBDIVISION PLAT.

WEST SIDE PARCEL 11A

LOT 4C OF UTAH CITY PHASE FIVE SUBDIVISION PLAT.

WEST SIDE PARCEL 11B

LOT 4A OF UTAH CITY PHASE FIVE SUBDIVISION PLAT.

WEST SIDE PARCEL 11C

LOT 4B OF UTAH CITY PHASE FIVE SUBDIVISION PLAT.

WEST SIDE PARCEL 12

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE S.89°17'54"W. A DISTANCE OF 190.81 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 2401.94 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.13°48'29"W. A DISTANCE OF 491.33 FEET; THENCE N.11°14'33"E. A DISTANCE OF 114.17 FEET; THENCE N.76°28'02"E. A DISTANCE OF 507.71 FEET; THENCE S.82°31'34"E. A DISTANCE OF 150.67 FEET; THENCE S.12°41'16"E. A DISTANCE OF 384.97 FEET TO A POINT OF CURVATURE OF A 25.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 32.91 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 75°25'27" AND A CHORD THAT BEARS S.25°01'27"W. A DISTANCE OF 30.58 FEET; THENCE S.62°44'11"W. A DISTANCE OF 486.26 FEET TO A POINT OF CURVATURE OF A 560.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 128.27 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°07'26" AND A CHORD THAT BEARS S.69°17'54"W. A DISTANCE OF 127.99 FEET; THENCE S.75°51'37"W. A DISTANCE OF 69.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 366,785 SQ.FT. OR 8.42 ACRES.

WEST SIDE PARCEL 13

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 4162.05 FEET; THENCE WEST A DISTANCE OF 94.17 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.30°32'08"E. A DISTANCE OF 306.45 FEET TO A POINT OF CURVATURE OF A 260.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.33 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 18°08'32" AND A CHORD THAT BEARS S.21°27'52"E. A DISTANCE OF 81.98 FEET; THENCE S.12°23'36"E. A DISTANCE OF 330.31 FEET; THENCE S.76°28'02"W. A DISTANCE OF 499.41 FEET; THENCE N.78°18'09"W. A DISTANCE OF 332.85 FEET; THENCE N.10°49'12"W. A DISTANCE OF 514.03 FEET; THENCE N.79°10'49"E. A DISTANCE OF 393.94 FEET TO A POINT OF CURVATURE OF A 332.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 114.24 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 19°42'57" AND A CHORD THAT BEARS N.69°19'20"E. A DISTANCE OF 113.68 FEET; THENCE N.59°27'52"E. A DISTANCE OF 183.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 487,018 SQ.FT. OR 11.18 ACRES.

WEST SIDE PARCEL 14

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3689.55 FEET; THENCE WEST A DISTANCE OF 372.89 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.30°31'43"E. A DISTANCE OF 486.70 FEET; THENCE S.59°09'43"W. A DISTANCE OF 198.61 FEET TO A POINT OF CURVATURE OF A 241.92-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 88.65 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 20°59'46" AND A CHORD THAT BEARS S.69°36'46"W. A DISTANCE OF 88.16 FEET; THENCE S.80°03'49"W. A DISTANCE OF 384.31 FEET; THENCE N.10°49'12"W. A DISTANCE OF 502.10 FEET; THENCE N.79°10'48"E. A DISTANCE OF 339.29 FEET TO A POINT OF CURVATURE OF A 332.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 102.73 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17°43'45" AND A CHORD THAT BEARS N.70°18'56"E. A DISTANCE OF 102.32 FEET; THENCE N.61°27'03"E. A DISTANCE OF 55.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 293,164 SQ.FT. OR 6.73 ACRES.

WEST SIDE PARCEL 15

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3222.26 AND WEST A DISTANCE OF 612.97 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.27°03'36"E. A DISTANCE OF 461.36 FEET; THENCE S.61°27'03"W. A DISTANCE OF 56.38 FEET TO A POINT OF CURVATURE OF A 268.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.93 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17°43'45" AND A CHORD THAT BEARS S.70°18'56"W. A DISTANCE OF 82.60 FEET; THENCE S.79°10'48"W. A DISTANCE OF 339.29 FEET; THENCE N.10°49'12"W. A DISTANCE OF 372.67 FEET; THENCE N.63°00'49"E. A DISTANCE OF 359.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 177,041 SQ.FT. OR 4.06 ACRES.

WEST SIDE PARCEL 16

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3518.83 FEET; THENCE WEST A DISTANCE OF 1030.29 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.84°31'03"W. A DISTANCE OF 267.75 FEET; THENCE N.05°25'58"W. A DISTANCE OF 259.68 FEET; THENCE N.85°33'17"E. A DISTANCE OF 107.27 FEET; THENCE S.53°57'28"E. A DISTANCE OF 198.31 FEET; THENCE S.10°49'12"E. A DISTANCE OF 126.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,028 SQ.FT. OR 1.31 ACRES.

WEST SIDE PARCEL 17

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3518.83 FEET; THENCE WEST A DISTANCE OF 1030.29 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.10°49'12"E. A DISTANCE OF 259.89 FEET; THENCE S.79°10'48"W. A DISTANCE OF 152.81 FEET TO A POINT OF CURVATURE OF A 233.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.91 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 05°23'15" AND A CHORD THAT BEARS S.81°52'26"W. A DISTANCE OF 21.90 FEET; THENCE S.84°34.03"W. A DISTANCE OF 118.13 FEET; THENCE N.05°25'58"W. A DISTANCE OF 273.89 FEET; THENCE N.84°31'03"E. A DISTANCE OF 267.75 FEET TO THE POINT OF BEGINNING.
CONTAINING 75,640 SQ.FT. OR 1.74 ACRES.

WEST SIDE PARCEL 18

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3574.31 FEET; THENCE WEST A DISTANCE OF 1608.33 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.84°31'03"E. A DISTANCE OF 312.95 FEET; THENCE S.05°25'58"E. A DISTANCE OF 273.89 FEET; THENCE S.84°34'03"W. A DISTANCE OF 312.95 FEET; THENCE N.05°25'57"W. A DISTANCE OF 273.62 FEET TO THE POINT OF BEGINNING.
CONTAINING 85,671 SQ.FT. OR 1.97 ACRES.

WEST SIDE PARCEL 19

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3574.31 FEET; THENCE WEST A DISTANCE OF 1608.33 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.05°25'57"W. A DISTANCE OF 265.35 FEET; THENCE N.85°33'17"E. A DISTANCE OF 312.99 FEET; THENCE S.05°25'58"E. A DISTANCE OF 259.68 FEET; THENCE S.84°31'03"W. A DISTANCE OF 312.95 FEET TO THE POINT OF BEGINNING.
CONTAINING 82,153 SQ.FT. OR 1.89 ACRES.

WEST SIDE PARCEL 20A

LOT 8B OF UTAH CITY PHASE THREE AMENDED SUBDIVISION PLAT.

WEST SIDE PARCEL 20B

LOT 8C OF UTAH CITY PHASE THREE AMENDED SUBDIVISION PLAT.

WEST SIDE PARCEL 20C

LOT 8D OF UTAH CITY PHASE THREE AMENDED SUBDIVISION PLAT.

WEST SIDE PARCEL 21

LOT 14C OF UTAH CITY PHASE THREE AMENDED SUBDIVISION PLAT.

WEST SIDE PARCEL 22

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3879.86 FEET; THENCE WEST A DISTANCE OF 1255.09 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.84°34'03"E. A DISTANCE OF 108.35 FEET TO A POINT OF CURVATURE OF A 297.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.93 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 05°23'15" AND A CHORD THAT BEARS N.81°52'26"E. A DISTANCE OF 27.92 FEET; THENCE N.79°10'48"E. A DISTANCE OF 152.81 FEET; THENCE S.10°49'12"E. A DISTANCE OF 259.03 FEET; THENCE S.84°34'03"W. A DISTANCE OF 310.79 FEET; THENCE N.05°53'04"W. A DISTANCE OF 242.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 74,059 SQ.FT. OR 1.70 ACRES.

WEST SIDE PARCEL 23

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3879.86 FEET; THENCE WEST A DISTANCE OF 1255.09 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.05°53'04"E. A DISTANCE OF 242.23 FEET; THENCE S.84°34'03"W. A DISTANCE OF 324.64 FEET; THENCE N.05°25'57"W. A DISTANCE OF 242.22 FEET; THENCE N.84°34'03"E. A DISTANCE OF 322.73 FEET TO THE POINT OF BEGINNING. CONTAINING 78,404 SQ.FT. OR 1.80 ACRES.

WEST SIDE PARCEL 24

PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3581.56 FEET; THENCE WEST A DISTANCE OF 1685.99 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.88°43'58"W. A DISTANCE OF 276.36 FEET; THENCE N.01°16'04"W. A DISTANCE OF 267.58 FEET; THENCE N.88°40'31"E. A DISTANCE OF 256.85 FEET; THENCE S.05°25'57"E. A DISTANCE OF 268.55 FEET TO THE POINT OF BEGINNING. CONTAINING 71,374 SQ.FT. OR 1.64 ACRES.

WEST SIDE PARCEL 25

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3581.56 FEET; THENCE WEST A DISTANCE OF 1685.99 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.05°25'57"E. A DISTANCE OF 273.75 FEET; THENCE S.84°34'03"W. A DISTANCE OF 99.83 FEET; THENCE S.88°46'00"W. A DISTANCE OF 196.67 FEET; THENCE N.01°16'04"W. A DISTANCE OF 280.16 FEET; THENCE N.88°43'58"E. A DISTANCE OF 276.36 FEET TO THE POINT OF BEGINNING. CONTAINING 79,943 SQ.FT. OR 1.84 ACRES.

WEST SIDE PARCEL 26

LOT 10B OF UTAH CITY PHASE THREE AMENDED SUBDIVISION PLAT.

WEST SIDE PARCEL 27

LOT 10A OF UTAH CITY PHASE THREE AMENDED SUBDIVISION PLAT.

WEST SIDE PARCEL 28

LOT 13D OF UTAH CITY PHASE THREE AMENDED SUBDIVISION PLAT

WEST SIDE PARCEL 29

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3860.37 FEET; THENCE WEST A DISTANCE OF 2020.26 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.01°16'04"E. A DISTANCE OF 65.58 FEET TO A POINT OF CURVATURE OF A 18.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.34 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 23°21'53" AND A CHORD THAT BEARS S.10°24'53"W. A DISTANCE OF 7.29 FEET; THENCE S.22°05'49"W. A DISTANCE OF 115.53 FEET TO A POINT OF CURVATURE OF A 82.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 33.44 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 23°21'58" AND A CHORD THAT BEARS S.10°24'50"W. A DISTANCE OF 33.21 FEET; THENCE S.01°16'08"E. A DISTANCE OF 92.94 FEET; THENCE S.88°43'52"W. A DISTANCE OF 203.71 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD; THENCE NORTH A DISTANCE OF 309.87 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE EAST A DISTANCE OF 250.93 FEET THE POINT OF BEGINNING.
CONTAINING 68,787 SQ.FT. OR 1.58 ACRES.

WEST SIDE PARCEL 30

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3860.37 FEET; THENCE WEST A DISTANCE OF 2020.26 FEET TO THE REAL POINT OF BEGINNING;

THENCE WEST A DISTANCE OF 250.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD; THENCE NORTH A DISTANCE OF 508.36 FEET ALONG SAID ROAD RIGHT OF WAY TO A POINT OF CURVATURE OF A 43.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.54 FEET ALONG SAID ROAD RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N.45°00'00"E. A DISTANCE OF 60.81 FEET; THENCE EAST A DISTANCE OF 5.00 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE S.81°03'36"E. A DISTANCE OF 96.27 FEET; THENCE N.88°38'08"E. A DISTANCE OF 95.93 FEET; THENCE S.01°16'04"E. A DISTANCE OF 538.82 FEET TO THE POINT OF BEGINNING.
CONTAINING 132,559 SQ.FT. OR 3.04 ACRES.

WEST SIDE PARCEL 31

A PARCEL OF LAND LOCATED IN A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A

DISTANCE OF 2841.73 FEET; THENCE WEST A DISTANCE OF 1756.35 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.05°25'57"E. A DISTANCE OF 334.39 FEET; THENCE S.88°36'43"W. A DISTANCE OF 407.76 FEET; THENCE S.77°52'58"W. A DISTANCE OF 92.93 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD; THENCE WEST A DISTANCE OF 9.00 FEET ALONG SAID ROAD RIGHT OF WAY TO A POINT OF CURVATURE OF A 39.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 61.25 FEET ALONG SAID ROAD RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS N.45°00'00"W. A DISTANCE OF 55.15 FEET; THENCE NORTH A DISTANCE OF 310.41 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE N.88°34'06"E. A DISTANCE OF 515.00 FEET TO THE POINT OF BEGINNING. CONTAINING 178,223 SQ.FT. OR 4.09 ACRES.

WEST SIDE PARCEL 32

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 2841.73 FEET; THENCE WEST A DISTANCE OF 1756.35 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.88°34'06"W. A DISTANCE OF 515.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY THE VINEYARD CONNECTOR ROAD; THENCE NORTH A DISTANCE OF 339.24 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE EAST A DISTANCE OF 483.80 FEET; THENCE S.05°25'57"E. A DISTANCE OF 327.85 FEET TO THE POINT OF BEGINNING. CONTAINING 166,279 SQ.FT. OR 3.82 ACRES.

WEST SIDE PARCEL 33

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 2182.08 FEET; THENCE WEST A DISTANCE OF 1819.08 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.05°25'57"E. A DISTANCE OF 334.78 FEET; THENCE WEST A DISTANCE OF 483.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD; THENCE NORTH A DISTANCE OF 333.27 FEET ALONG SAID RIGHT OF WAY; THENCE EAST A DISTANCE OF 452.11 FEET TO THE POINT OF BEGINNING.
CONTAINING 155,957 SQ.FT. OR 3.58 ACRES.

WEST SIDE PARCEL 34

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 2182.08 FEET; THENCE WEST A DISTANCE OF 1819.08 FEET TO THE REAL POINT OF BEGINNING;

THENCE WEST A DISTANCE OF 452.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD; THENCE NORTH A DISTANCE OF 82.42 FEET ALONG SAID ROAD RIGHT OF WAY TO A POINT OF CURVATURE OF A 3447.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 267.10 FEET ALONG SAID ROAD RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 04°26'21" AND A CHORD THAT BEARS N.02°13'11"E. A DISTANCE OF 267.03 FEET; THENCE S.85°33'39"E. A DISTANCE OF 412.83 FEET; THENCE S.05°25'57"E. A DISTANCE OF 318.73 FEET TO THE POINT OF BEGINNING.
CONTAINING 144,652 SQ.FT. OR 3.32 ACRES.

WEST SIDE PARCEL 35

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 1864.79 FEET; THENCE WEST A DISTANCE OF 1849.25 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.85°33'39"W. A DISTANCE OF 412.83 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT BEING A POINT OF CURVATURE OF A 3447.50-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 311.77 FEET ALONG SAID ROAD RIGHT OF WAY. SAID CURVE HAVING A CENTRAL ANGLE OF 05°10'53" AND A CHORD THAT BEARS N.07°01'48"E. A DISTANCE OF 311.67 FEET; THENCE N.81°32'42"E. A DISTANCE OF 149.81 FEET; THENCE S.49°36'54"E. A DISTANCE OF 349.76 FEET TO A POINT OF CURVATURE OF A 189.00-FOOT RADIUS

NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 146.38 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 44°22'31" AND A CHORD THAT BEARS S.16°45'19"W. A DISTANCE OF 142.75 FEET TO THE POINT OF BEGINNING.
CONTAINING 115,928 SQ.FT. OR 2.66 ACRES.

WEST SIDE PARCEL 36

PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 1572.13 FEET; THENCE WEST A DISTANCE OF 1235.93 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.20°12'23"E. A DISTANCE OF 517.62 FEET; THENCE S.69°47'39"W. A DISTANCE OF 260.12 FEET TO A POINT OF CURVATURE OF A 169.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 43.58 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 14°46'26" AND A CHORD THAT BEARS S.77°10'50"W. A DISTANCE OF 43.46 FEET; THENCE S.84°34'03"W. A DISTANCE OF 397.66 FEET; THENCE N.05°25'57"W. A DISTANCE OF 339.14 FEET TO A POINT OF CURVATURE OF A 111.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 145.74 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 75°13'34" AND A CHORD THAT BEARS N.32°10'50"E. A DISTANCE OF 135.49 FEET; THENCE N.69°47'37"E. A DISTANCE OF 493.91 FEET TO THE POINT OF BEGINNING.
CONTAINING 310,618 SQ.FT. OR 7.13 ACRES.

WEST SIDE PARCEL 37

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 120.88 FEET; THENCE WEST A DISTANCE OF 1898.32 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.25°52'51"W. A DISTANCE OF 438.24 FEET ALONG SAID ROAD RIGHT OF WAY TO A POINT OF CURVATURE OF A 3630.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 152.06 FEET ALONG SAID ROAD RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 02°24'01" AND A CHORD THAT BEARS S.24°40'51"W. A DISTANCE OF 152.05 FEET; THENCE N.64°07'09"W. A DISTANCE OF 75.36 FEET TO A

POINT OF CURVATURE OF A 150.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 171.05 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 65°20'00" AND A CHORD THAT BEARS N.31°27'09"W. A DISTANCE OF 161.93 FEET; THENCE N.01°12'51"E. A DISTANCE OF 174.21 FEET TO A POINT OF CURVATURE OF A 350.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.36 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 55°43'04" AND A CHORD THAT BEARS N.26°38'41"W. A DISTANCE OF 327.11 FEET; THENCE N.89°37'51"E. A DISTANCE OF 430.06 FEET; THENCE SOUTH A DISTANCE OF 108.66 FEET; THENCE N.89°37'52"E. A DISTANCE 120.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 182,832 SQ.FT. OR 4.20 ACRES.

WEST SIDE PARCEL 38

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 784.30 FEET; THENCE WEST A DISTANCE OF 2123.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT BEING A POINT OF CURVATURE OF A 3552.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT AND THE REAL POINT OF BEGINNING;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 418.25 FEET ALONG SAID ROAD RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 06°44'44" AND A CHORD THAT BEARS S.18°21'34"W. A DISTANCE OF 418.01 FEET; THENCE N.78°28'55"W. A DISTANCE OF 181.83 FEET; THENCE N.11°31'05"E. A DISTANCE OF 164.67 FEET; THENCE N.04°54'20"W. A DISTANCE OF 349.21 FEET; THENCE S.64°07'09"E. A DISTANCE OF 341.02 FEET TO THE POINT OF BEGINNING.
CONTAINING 106,242 SQ.FT. OR 2.44 ACRES.

WEST SIDE PARCEL 39

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 2182.08 FEET; THENCE WEST A DISTANCE OF 2376.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE N.78°28'55"W. A DISTANCE OF 263.32 FEET; THENCE N.11°31'05"E. A DISTANCE OF 924.51 FEET; THENCE S.78°29'02"E. A DISTANCE OF 177.87 FEET TO A POINT ON SAID ROAD RIGHT OF WAY, SAID POINT ALSO BEING A POINT OF CURVATURE OF A 3552.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 848.61 FEET ALONG SAID ROAD RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 13°41'12" AND A CHORD THAT BEARS S.06°50'36"W. A DISTANCE OF 846.60 FEET; THENCE SOUTH A DISTANCE OF 82.39 FEET TO THE POINT OF BEGINNING.
CONTAINING 185,493 SQ.FT. OR 4.26 ACRES.

WEST SIDE PARCEL 40

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 2182.08 FEET; THENCE WEST A DISTANCE OF 2376.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH A DISTANCE OF 333.27 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE N.78°28'55"W. A DISTANCE OF 329.87 FEET; THENCE N.11°31'05"E. A DISTANCE OF 326.56 FEET; THENCE S.78°28'55"E. A DISTANCE OF 263.32 FEET TO THE POINT OF BEGINNING.
CONTAINING 96,856 SQ.FT. OR 2.22 ACRES.

WEST SIDE PARCEL 41

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 6, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 2857.15 FEET; THENCE WEST A DISTANCE OF 2376.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE N.84°41'35"W. A DISTANCE OF 394.56 FEET; THENCE N.08°31'48"E. A DISTANCE OF 112.56 FEET; THENCE N.11°31'05"E. A DISTANCE OF 265.20 FEET; THENCE S.78°28'55"E. A DISTANCE OF 329.87 FEET TO A POINT ON SAID ROAD RIGHT OF WAY; THENCE SOUTH A DISTANCE OF 341.80 FEET ALONG SAID ROAD RIGHT OF WAY TO THE POINT OF BEGINNING.
CONTAINING 130,198 SQ.FT. OR 2.99 ACRES.

WEST SIDE PARCEL 42

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER SECTION 6, THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 2857.15 FEET; THENCE WEST A DISTANCE OF 2376.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH A DISTANCE OF 315.88 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE N.74°47'14"W. A DISTANCE OF 443.81 FEET; THENCE N.08°31'48"E. A DISTANCE OF 238.55 FEET; THENCE S.84°41'35"E. A DISTANCE OF 394.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 114,627 SQ.FT. OR 2.63 ACRES.

WEST SIDE PARCEL 43

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 3367.90 FEET; THENCE WEST A DISTANCE OF 2376.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH A DISTANCE OF 524.47 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE WEST A DISTANCE OF 297.64 FEET; THENCE N.08°52'57"W. A DISTANCE OF 501.33 FEET; THENCE N.85°33'17"E. A DISTANCE OF 376.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 172,062 SQ.FT. OR 3.95 ACRES.

WEST SIDE PARCEL 44

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 4446.33 FEET; THENCE WEST A DISTANCE OF 2376.20 FEET TO A POINT

ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S.88°43'09"W. A DISTANCE OF 296.50 FEET; THENCE N.04°32'46"E. A DISTANCE OF 367.57 FEET; THENCE N.08°52'57"W. A DISTANCE OF 196.53 FEET; THENCE EAST A DISTANCE OF 297.64 FEET TO A POINT ON SAID ROAD RIGHT OF WAY; THENCE SOUTH A DISTANCE OF 553.96 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

CONTAINING 157,139 SQ.FT. OR 3.61 ACRES.

WEST SIDE PARCEL 45

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH A DISTANCE OF 4446.33 FEET; THENCE WEST A DISTANCE OF 2376.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE VINEYARD CONNECTOR ROAD, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH A DISTANCE OF 178.97 FEET ALONG SAID RIGHT OF WAY TO A POINT OF CURVATURE OF A 1552.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THAT ARC OF SAID CURVE A DISTANCE OF 152.84 FEET ALONG SAID ROAD RIGHT OF WAY, SAID CURVE HAVING A CENTRAL ANGLE OF 05°38'27" AND A CHORD THAT BEARS S.02°49'13"E. A DISTANCE OF 152.78 FEET; THENCE S.88°41'51"W. A DISTANCE OF 330.46 FEET; THENCE N.04°32'46"E. A DISTANCE OF 333.50 FEET; THENCE N.88°43'09"E. A DISTANCE OF 296.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 103,120 SQ.FT. OR 2.37 ACRES.

Total Assessment Area =170.66 acres.

Parcels are for Information Purposes Only: 17:026:0069, 57:113:0002, 57:113:0003, 57:113:0008, 40:455:0120, 57:113:0006, 57:116:0001, 57:116:0002, 57:116:0003, 57:114:0003, 57:114:0004, 57:114:0002, 57:114:0009, 57:114:0006, 57:114:0005, 57:114:0008, 40:455:0113, 17:024:0003, 17:026:0065