

Alpine School District Student Travel Requests
January 24, 2023

*We are piloting a new online trip application form so some of the applications are on the electronic form, which is why they look different.

CLUSTER	SCHOOL	GROUP	DESTINATION	DATES	NOTES
AMERICAN FORK	American Fork High School	Baseball	Las Vegas, NV	April 2-5, 2023	90-day exception letter included
LONE PEAK	Lone Peak High School	Baseball	San Diego, CA	April 2-8, 2023	90-day exception letter included
	Lone Peak High School	Synergy Dance 3	Pittsburgh, PA	March 1-5, 2023	90-day exception letter included
	Lone Peak High School	Volleyball	Las Vegas, NV	September 21-23, 2023	
MOUNTAIN VIEW	Mountain View High School	Drill Team	Anaheim, CA	February 22-27, 2023	90-day exception letter included
TIMPANOGOS	Timpanogos High School	Track and Field	Pocatello, ID	February 16-18, 2023	90-day exception letter included

Application For Student Travel : Entry # 211940**Submitter**

Jarod Ingersoll

All trips must be approved 90 days before travel. Exceptions will be approved only when an invitation to a national event or national competition occurs outside of the 90-day deadline. If an exception is requested, a letter from the principal is required.

Is this application for In-State travel or Out-of-State travel?

Out-of-State Travel

School

704 - American Fork High School

Group Requesting Trip

American Fork Baseball

Name of School Administrator/Secretary over Student Travel

Cody Thompson

Destination

Las Vegas

Objective of the Trip

Play in tournament / Grow as a team vs good competition

Departure Date

Sunday, April 2, 2023

Return Date

Wednesday, April 5, 2023

Number of School Days to be Missed

0 (Spring Break)

Number of Students in Group

Female	Male	Total
0	25	25

Number of Adult Supervisors

Female	Male	Total
0	7	7

Application For Student Travel : Entry # 211940**Has this group been on a trip this school year?**

Yes

Departure Date

Thursday, March 23, 2023

Return Date

Saturday, March 25, 2023

Term

4

Number of Days Missed

2

Does this trip conflict with moratorium dates?

No

Did you send & receive parent consent for each participant?

Yes

Estimated Cost Per Student

\$300.00

Less Amount Per Student

\$0.00

Estimated Maximum Cost Per Student

\$300.00

Proposed Itinerary

Date	Destination	Activities	Lodging
Sunday, April 2, 2023	Las Vegas	Tavel	South Pointe/ Hotel
Monday, April 3, 2023	Las Vegas	Game	South Pointe/
Tuesday, April 4, 2023	Las Vegas	Game	South Pointe
Wednesday, April 5, 2023	Las Vegas	Game/Home	South Pointe

Mode of Transportation

Vans

Application For Student Travel : Entry # 211940**State Risk-Approved Vendor**

State Travel

Has your School Community Council approved the itinerary for this trip?

Yes

Notes/Comments

Over Spring Break for ASD. No school days will be missed. Form does not allow for 0 so I put 1. Thank you for your patience.

Parent Meeting To Discuss Trip Plans**Only ONE vote per student is allowed.**

If two parents are in attendance you may only count one of their votes. Total number of votes cannot be greater than the number of students that will be participating in the trip.

Total Approving Parents

25

Total Opposing Parents

0

Total Students in Group

25

Approval %

100

Consent☒ I agree

*Utah Code requires that all chaperones/supervisors have or will have a current criminal background check prior to the trip. No chaperones/supervisors will be allowed to participate unless a background check has been completed. The ratio is gender specific not total students (i.e., if you group includes 20 students -- 12 female and 8 male, you would need 2 female chaperones and 1 male chaperone). Policy 5150, 1.5

Cody Thompson

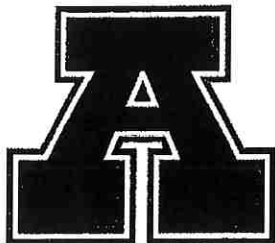
January 18, 2023 at 1:21 pm

Travel Rep Approval: Approved.

Jarod Ingersoll

January 18, 2023 at 1:01 pm

Workflow Submitted



AMERICAN FORK HIGH SCHOOL

510 N 600 E AMERICAN FORK, UTAH 84003

Phone 801-610-8800 afhs.alpineschools.org

Dear Alpine school Board of Education

I am writing this letter in support of the Boys Baseball Team of American Fork High School. They are planning to travel to Las Vegas Nevada to play in three games in April during Spring Break. The purpose of this letter is to request an exception to the travel policy of trips being submitted at least 90 days prior to travel.

Our head baseball coach has been held up in submitting the travel request because the tournament hosts just provided finalized details and an invitation for us to participate in this tournament. Coaches, Parents, and our Administration feel it is very important for this team to have this traveling opportunity to grow, bond, and face great competition.

I appreciate the board's time and consideration of this request. Our coach is aware of the 90 day rule and will do everything in his power to follow that.

Thank you,

Cody Thompson
Assistant Principal

ALPINE SCHOOL DISTRICT

APPLICATION FOR STUDENT TRAVEL (IN-STATE & OUT-OF-STATE)

Name of School:	Lone Peak				
Group Requesting Trip:	Baseball				
Faculty Member in Charge:	Matt Bezzant				
Destination:	San Diego				
Objective of the Trip:	Varsity Tournament				
Dates of Trip:	Departure Date: 4/2/23 Sun. Return Date: 4/8/23 Sat.				
Number of School Days to be Missed:	0 (NOT to exceed 3)				
Number of Students in Group	F:		M:	21	Total: 21
Number of Adult Supervisors*	F:		M:	6	Total: 6 (minimum ratio 1:10)
Has this group been on a trip this school year?	Dates:		Term:		Number of Days Missed:
Does trip conflict with moratorium dates?	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		If yes, attach UHSAA Moratorium Adjustment Form		
Did you send & receive parent consent for each participant? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>					
Estimated Cost Per Student:	\$ 1100				
Less Amount Per Student from Fundraiser:	- \$ 250				
Estimated Maximum Cost Per Student:	= \$ 850				(total student out-of-pocket)
Itinerary, transportation, and lodging plans are described in detail on attached forms. Y <input checked="" type="checkbox"/> N <input type="checkbox"/>					

PARENT MEETING TO DISCUSS TRIP PLANS

(Refer to [Policy #5150, Procedure 2.2.4](#))

(To be completed by principal after parent meeting is held)

Number of Parents Approving the Trip:	19	ONLY ONE VOTE PER STUDENT IS ALLOWED. If two parents are in attendance you may only count one of their votes. Total number of votes cannot be greater than the number of students that will be participating in the trip.
Number of Parents Opposing the Trip:	2	
Total Number of Students in Group:	21	
Approval %	90%	Number of Approved Votes ÷ Number of Students in Group = Approval %

All trips must be approved 90 days before travel. Exceptions will be approved only when an invitation to a national event or national competition occurs outside of the 90-day deadline. If an exception is requested, a letter from the principal is required.

*Utah Code requires that all chaperones/supervisors have or will have a current criminal background check prior to the trip. No chaperones/supervisors will be allowed to participate unless a background check has been completed. The ratio is gender specific not total students (i.e., if your group includes 20 students—12 female and 8 male, you would need 2 female chaperones and 1 male chaperone). [Policy 5150.1.5](#)

Faculty Advisor initial

PROPOSED ITINERARY

[illegible]

Mode of Transportation – via State Risk-Approved Vendor

Mode of Transportation:	Charter	Vendor:	Smith Coaches
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Has your School Community Council approved the itinerary for this trip? Y ☒ N ☐

SCHOOL CERTIFICATION AND APPROVAL

By signing below, we certify that this trip complies with district policies.

Faculty Advisor Approval: **Matt Bezzant**

Principal Approval: _____



LONE PEAK HIGH SCHOOL
10189 North 4800 West ♦ Highland, UT 84003
Phone (801) 610-8810 ♦ Fax (801) 763-7064

Todd E. Dawson, Principal
Amber Baines, Assistant Principal ♦ Shane M. Hill, Assistant Principal
Megan Menlove, Assistant Principal ♦ Ryan L. Nield, Assistant Principal
Justin F. Reeves, Assistant Principal

Dear Alpine School Board of Education,

I would like to write this letter in support of Coach Matt Bezzant and The Lone Peak High School Baseball Program. The purpose of this letter is to ask for an exception to the travel policy asking that travel requests be submitted to the board at least 90 days prior to travel.

In an effort to provide legitimate experiences and exposure to our students, Coach Bezzant would like to take his athletes students to San Diego, CA for a baseball tournament. The tournament is during ASD Spring Break and will result in zero school days missed.

Coach Bezzant in conjunction with his athletes and their parents have decided that this trip is too valuable of an opportunity to miss and for this purpose would ask for the board's careful consideration of The Lone Peak Baseball program's hope to travel.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'Shane Hill'.

Shane Hill

ALPINE SCHOOL DISTRICT									
APPLICATION FOR STUDENT TRAVEL (IN-STATE & OUT-OF-STATE)									
Name of School:		Lone Peak High School							
Group Requesting Trip:		Synergy Dance 3							
Faculty Member in Charge:		Krista Di Lello							
Destination:		National High School Dance Fest. Pittsburgh, PA							
Objective of the Trip:		Attend the NHSD: scholarship/college auditions, classes, concerts.							
Dates of Trip (Include day of the week):		Departure Date: March 1 2023				Return Date: March 5 2023			
Number of School Days to be Missed:		3 (NOT to exceed 3)							
Number of Students in Group		F:	24	M:	5	Total:	29		
Number of Adult Supervisors*		F:	5	M:	1	Total:	6	(minimum ratio 1:10)	
Has this group been on a trip this school year?				Dates: no		Term:		Number of Days Missed: 0	
Does trip conflict with moratorium dates?				Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		If yes, attach UHSAA Moratorium Adjustment Form			
Did you send & receive parent consent for each participant? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>									
Estimated Cost Per Student:		\$ 1,200							
Less Amount Per Student from Fundraiser:		- \$ tbt							
Estimated Maximum Cost Per Student:		= \$ 1,200						(total student out-of-pocket)	
Itinerary, transportation, and lodging plans are described in detail on attached forms. Y <input checked="" type="checkbox"/> N <input type="checkbox"/>									

PARENT MEETING TO DISCUSS TRIP PLANS

(Refer to [Policy #5150, Procedure 2.2.4](#))

(To be completed by principal after parent meeting is held)

Number of Parents Approving the Trip:		28	ONLY ONE VOTE PER STUDENT IS ALLOWED. If two parents are in attendance you may only count one of their votes. Total number of votes cannot be greater than the number of students that will be participating in the trip.
Number of Parents Opposing the Trip:		1	
Total Number of Students in Group:		29	
Approval %		96%	Number of Approved Votes ÷ Number of Students in Group = Approval %

All trips must be approved 90 days before travel. Exceptions will be approved only when an invitation to a national event or national competition occurs outside of the 90-day deadline. If an exception is requested, a letter from the principal is required.

*Utah Code requires that all chaperones/supervisors have or will have a current criminal background check prior to the trip. No chaperones/supervisors will be allowed to participate unless a background check has been completed. The ratio is gender specific not total students (i.e., if your group includes 20 students—12 female and 8 male, you would need 2 female chaperones and 1 male chaperone). [Policy 5150.1.5](#)

Faculty Advisor initial KMD

PROPOSED ITINERARY

Date	Destination	Activities	Lodging
3/1/23	SLC/Pittsburgh, PA	Fly out to Pittsburgh after school	Embassy Suites
3/2/23	Point Park University, PA	Auditions, classes, opening performance	Embassy Suites
3/3/23	Point Park University, PA	classes, performances	Embassy Suites
3/4/23	Point Park University, PA	classes, performances	Embassy Suites
3/5/23	Point Park University, PA/SLC	optional closing performance, fly home	HOME
		(see slides presentation for more details)	

Mode of Transportation – via State Risk-Approved Vendor

Mode of Transportation:	Air and airport shuttle	Vendor:	Delta
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Has your School Community Council approved the itinerary for this trip? Y ☒ N ☐

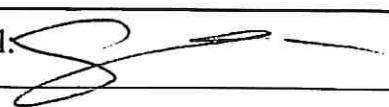
SCHOOL CERTIFICATION AND APPROVAL

By signing below, we certify that this trip complies with district policies.

Faculty Advisor Approval:



Principal Approval:





LONE PEAK HIGH SCHOOL
10189 North 4800 West ♦ Highland, UT 84003
Phone (801) 610-8810 ♦ Fax (801) 763-7064

Todd E. Dawson, Principal
Amber Baines, Assistant Principal ♦ Shane M. Hill, Assistant Principal
Megan Menlove, Assistant Principal ♦ Ryan L. Nield, Assistant Principal
Justin F. Reeves, Assistant Principal

Dear Alpine School Board of Education,

I would like to write this letter in support of Krist DiLello and The Lone Peak High School Dance 3 class. The purpose of this letter is to ask for an exception to the travel policy asking that travel requests be submitted to the board at least 90 days prior to travel.

In an effort to provide our students with legitimate experiences and high level adjudication, Mrs. DiLello would like to take her students athletes students to Pittsburgh, PA for The National High School Dance Fest. The festival will result in participating tudents missing 3 school days.

Mrs. DiLello in conjunction with her students and their parents have decided that this trip is too valuable of an opportunity to miss and for this purpose would ask for the board's careful consideration of The Lone Peak Baseball program's hope to travel.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'Shane Hill', with a stylized, flowing script.

Shane Hill

ALPINE SCHOOL DISTRICT

APPLICATION FOR STUDENT TRAVEL (IN-STATE & OUT-OF-STATE)

Name of School: Lone Peak High School

Group Requesting Trip: Girls Volleyball

Faculty Member in Charge: Paula Jardine

Destination: Las Vegas, NV

Objective of the Trip: Durango Fall Classic Tournament

Dates of Trip (Include day of the week): Departure Date: Sept. 21 2023 Return Date: Sept. 23 2023

Number of School Days to be Missed: 1 1/2 (NOT to exceed 3)

Number of Students in Group F: 16 M: 0 Total: 16

Number of Adult Supervisors* F: 2 M: 0 Total: 2 (minimum ratio 1:10)

Has this group been on a trip this school year? N Dates: Sept. 21-23 Term: Fall Number of Days Missed: 1 1/2

Does trip conflict with moratorium dates? Y ☐ N ☒ If yes, attach UHSAA Moratorium Adjustment Form

Did you send & receive parent consent for each participant? Y ☒ N ☐

Estimated Cost Per Student: \$ 500.00

Less Amount Per Student from Fundraiser: - \$

Estimated Maximum Cost Per Student: = \$ 500.00 (total student out-of-pocket)

Itinerary, transportation, and lodging plans are described in detail on attached forms. Y ☒ N ☐

PARENT MEETING TO DISCUSS TRIP PLANS

(Refer to Policy #5150, Procedure 2.2.4)

(To be completed by principal after parent meeting is held)

Number of Parents Approving the Trip: 14

Number of Parents Opposing the Trip: 2

Total Number of Students in Group: 16

Approval % 87.5%

ONLY ONE VOTE PER STUDENT IS ALLOWED. If two parents are in attendance you may only count one of their votes. Total number of votes cannot be greater than the number of students that will be participating in the trip.

Number of Approved Votes ÷ Number of Students in Group = Approval %

All trips must be approved 90 days before travel. Exceptions will be approved only when an invitation to a national event or national competition occurs outside of the 90-day deadline. If an exception is requested, a letter from the principal is required.

*Utah Code requires that all chaperones/supervisors have or will have a current criminal background check prior to the trip. No chaperones/supervisors will be allowed to participate unless a background check has been completed. The ratio is gender specific not total students (i.e., if your group includes 20 students—12 female and 8 male, you would need 2 female chaperones and 1 male chaperone). Policy 5150.1.5

Faculty Advisor initial [Signature]

PROPOSED ITINERARY

[illegible]



Mode of Transportation – via State Risk-Approved Vendor

Mode of Transportation:	TBD	Vendor:	
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Has your School Community Council approved the itinerary for this trip? Y ☒ N ☐

SCHOOL CERTIFICATION AND APPROVAL

By signing below, we certify that this trip complies with district policies.

Faculty Advisor Approval: 	Principal Approval: 
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Application For Student Travel : Entry # 209916**Submitter**

Ryan Noll

All trips must be approved 90 days before travel. Exceptions will be approved only when an invitation to a national event or national competition occurs outside of the 90-day deadline. If an exception is requested, a letter from the principal is required.

Is this application for In-State travel or Out-of-State travel?

Out-of-State Travel

School

739 - Mountain View High School

Group Requesting Trip

Cheer Team

Name of School Administrator/Secretary over Student Travel

Jason Flinders

Destination

Anaheim, CA

Objective of the Trip

USA Cheer Nationals

Departure Date

Wednesday, February 22, 2023

Return Date

Monday, February 27, 2023

Number of School Days to be Missed

3

Number of Students in Group

Female	Male	Total
21	1	22

Number of Adult Supervisors

Female	Male	Total
5	1	6

Application For Student Travel : Entry # 209916**Has this group been on a trip this school year?**

No

Does this trip conflict with moratorium dates?

No

Did you send & receive parent consent for each participant?

Yes

Estimated Cost Per Student

\$1,250.00

Less Amount Per Student

\$250.00

Estimated Maximum Cost Per Student

\$1,000.00

Proposed Itinerary

Date	Destination	Activities	Lodging
Wednesday, February 22, 2023	SLC Airport	Bus from MVHS - 12:30PM	N/A
Wednesday, February 22, 2023	Hotel (Homewood Suites - Anaheim)	Bus from LGB Airport	Hotel (Homewood Suites - Anaheim)
Thursday, February 23, 2023	Practice Location	Team building, practice	Hotel (Homewood Suites - Anaheim)
Friday, February 24, 2023	Anaheim Convention Center	USA Cheer Nationals Competition	Hotel (Homewood Suites - Anaheim)
Saturday, February 25, 2023	Disneyland	Disneyland Park Day	Hotel (Homewood Suites - Anaheim)
Sunday, February 26, 2023	Practice Location	Team building, practice	Hotel (Homewood Suites - Anaheim)
Monday, February 27, 2023	LGB Airport	Bus from Hotel	Hotel (Homewood Suites - Anaheim)
Monday, February 27, 2023	MVHS	Bus from SLC Airport	N/A

Mode of Transportation

Air

State Risk-Approved Vendor

Application For Student Travel : Entry # 209916

Southwest Airlines

Has your School Community Council approved the itinerary for this trip?

Yes

Notes/Comments

Nationals Qualifier (Jan. 7th, 2023) - Timpview High School

Parent Meeting To Discuss Trip Plans**Only ONE vote per student is allowed.**

If two parents are in attendance you may only count one of their votes. Total number of votes cannot be greater than the number of students that will be participating in the trip.

Total Approving Parents

21

Total Opposing Parents

1

Total Students in Group

22

Approval %

95.5

Consent☒ I agree

*Utah Code requires that all chaperones/supervisors have or will have a current criminal background check prior to the trip. No chaperones/supervisors will be allowed to participate unless a background check has been completed. The ratio is gender specific not total students (i.e., if you group includes 20 students -- 12 female and 8 male, you would need 2 female chaperones and 1 male chaperone). Policy 5150, 1.5



Jason Flinders

January 13, 2023 at 8:33 am

Travel Rep Approval: Approved.



Ryan Noll

January 12, 2023 at 9:19 am

Workflow Submitted



MOUNTAIN VIEW

High School

Kevin Henshaw, Principal

Ingrid Andromidas, Jason Flinders, Justin Keetch, David Ludwig, Assistant Principals

Dear Alpine School Board of Education,

I would like to write this letter in support of the Mountain View High School Cheer Team and their trip to Anaheim, Ca. to compete in the USA Cheer National Competition. The purpose of this letter is to ask for an exception to the travel policy asking that travel requests be submitted to the board at least 90 days prior to travel.

This is a competition that we had to qualify for, and the qualifying date was held on January 7th. We were not sure that we would qualify for this event until we competed on January 7th. Our coaches, parents, and SCC are in favor of their student-athletes participating in this event and feel like it is a very valuable opportunity.

I would like to ask for the board's careful consideration of this request.

Thank you for your consideration.

Jason Flinders

ALPINE SCHOOL DISTRICT									
APPLICATION FOR STUDENT TRAVEL (IN-STATE & OUT-OF-STATE)									
Name of School:			Timpanogos						
Group Requesting Trip:			Track and Field						
Faculty Member in Charge:			Jody Benson						
Destination:			Pocatello						
Objective of the Trip:			National Track Meet						
Dates of Trip (Include day of the week):			Departure Date: Feb. 16, 2023				Return Date: Feb 18, 2023		
Number of School Days to be Missed:			1/2 (NOT to exceed 3)						
Number of Students in Group			F:	10	M:	10	Total:	20	
Number of Adult Supervisors*			F:	2	M:	2	Total:	4	(minimum ratio 1:10)
Has this group been on a trip this school year?				Dates:		Term:		Number of Days Missed:	
Does trip conflict with moratorium dates?				Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		If yes, attach UHSAA Moratorium Adjustment Form			
Did you send & receive parent consent for each participant? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>									
Estimated Cost Per Student:			\$ 100						
Less Amount Per Student from Fundraiser:			- \$ 0						
Estimated Maximum Cost Per Student:			= \$ 100				(total student out-of-pocket)		
Itinerary, transportation, and lodging plans are described in detail on attached forms. Y <input checked="" type="checkbox"/> N <input type="checkbox"/>									

PARENT MEETING TO DISCUSS TRIP PLANS

(Refer to [Policy #5150, Procedure 2.2.4](#))

(To be completed by principal after parent meeting is held)

Number of Parents Approving the Trip:	20	ONLY ONE VOTE PER STUDENT IS ALLOWED. If two parents are in attendance you may only count one of their votes. Total number of votes cannot be greater than the number of students that will be participating in the trip.
Number of Parents Opposing the Trip:	0	
Total Number of Students in Group:	20	
Approval %	100	Number of Approved Votes ÷ Number of Students in Group = Approval %

All trips must be approved 90 days before travel. Exceptions will be approved only when an invitation to a national event or national competition occurs outside of the 90-day deadline. If an exception is requested, a letter from the principal is required.

*Utah Code requires that all chaperones/supervisors have or will have a current criminal background check prior to the trip. No chaperones/supervisors will be allowed to participate unless a background check has been completed. The ratio is gender specific not total students (i.e., if your group includes 20 students—12 female and 8 male, you would need 2 female chaperones and 1 male chaperone). [Policy 5150, 1.5](#)

Faculty Advisor initial JB

SUBMIT PAGES 1 & 2 AT LEAST 90 DAYS PRIOR TO TRIP

PROPOSED ITINERARY

Date	Destination	Activities	Lodging
Feb 16	Pocatello, ID	Drive, Track Meet (Leave 11:00)	Hotel
Feb 17	Pocatello, ID	Track Meet (No School)	Hotel
Feb 18	Pocatello, ID/ Orem	Track Meet / Drive Home	

Mode of Transportation – via State Risk-Approved Vendor

Mode of Transportation:	State Rentals	Vendor:	Hertz
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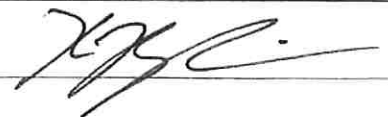
Has your School Community Council approved the itinerary for this trip? Y ☒ N ☐

SCHOOL CERTIFICATION AND APPROVAL

By signing below, we certify that this trip complies with district policies.

Faculty Advisor Approval: **Jody Benson**

Principal Approval:





TIMPANOGOS HIGH SCHOOL

DR. JOSEPH N. JENSEN
PRINCIPAL

RYAN FRANCOM
ASSISTANT PRINCIPAL

ROD CAMPBELL
ASSISTANT PRINCIPAL

KYLE ROBINSON
ASSISTANT PRINCIPAL

January 17, 2023

To Whom It May Concern:

Our track team would like to travel to Pocatello Idaho to a national indoor track meet on February 16, 2023. They missed the 90 day deadline but would still like to be allowed to go. It is a track meet that they attend each year.

Thank you.

Sincerely,



Kyle Robinson

A Community of One, Striving for Excellence

1450 NORTH 200 EAST, OREM, UTAH 84057 (801) 610-8175 • FAX (801) 223-3134
www.ths.alpineschools.org • twitter.com/WeAreTimpanogos

A RESOLUTION OF THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT, UTAH COUNTY, UTAH, APPROVING THE ISSUANCE OF THE LOCAL BUILDING AUTHORITY OF ALPINE SCHOOL DISTRICT, UTAH, LEASE REVENUE BONDS, SERIES 2023.

WHEREAS, the Local Building Authority of Alpine School District, Utah (the "*Issuer*") has been duly organized as a Utah nonprofit corporation by the Board of Education (the "*Board of Education*") of Alpine School District, Utah County, Utah (the "*District*") solely for the purpose of (a) accomplishing the public purposes for which the Board of Education and the District exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the Board of Education and the District are authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, and (b) financing the costs of such projects on behalf of the Board of Education and the District in accordance with the procedures and subject to the limitations of the Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the "*Act*") and other applicable Utah law;

WHEREAS, the Act provides that the Issuer may issue and sell its bonds for the purpose of paying the costs of acquiring, improving or extending a project (as such term is defined in the Act), and such bonds shall be secured by a pledge and assignment of the revenues received by the Issuer under the leasing contract (as such term is defined in the Act) with respect to the project financed or refinanced with the proceeds of the sale of such bonds and may be secured by (a) a mortgage (as defined in the Act) covering all or any part of such project, (b) a pledge and assignment of the leasing contract for that project, (c) amounts held in reserve funds or (d) such other security devices with respect to the project as may be deemed most advantageous by the Issuer; and

WHEREAS, the Board of Education desires the Issuer to undertake the construction of a certain project pursuant to the Act consisting of the acquisition and construction of a middle school on sites owned or to be owned by the Board of Education (the "*Facility Site*") and short term or temporary portable classroom units or satellite facilities (collectively, the "*Project*"); and

WHEREAS, the Board of Education (in its capacity as ground lessor) and the Issuer (in its capacity as ground lessee) will, simultaneously with the execution and delivery of the Indenture, enter into that certain Ground Lease, (the "*Ground Lease*"), a copy of which is attached hereto as *Exhibit A*, pursuant to which the Board of Education will lease to the Issuer the Facility Site; and

WHEREAS, the Issuer and the Board of Education will enter into that certain Master Lease Agreement (the "*Lease*"), the form of which is attached hereto as *Exhibit B*, pursuant to which the Issuer has agreed to sublease the Facility Site and lease the Project to the Board of Education, all on the terms and conditions set forth therein;

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Indenture, the Board of Education has determined that it is in the best interest of the Issuer, the Board of Education and the District (a) to issue its Local Building Authority of Alpine School District, Utah Lease Revenue Bonds, Series 2023 (the "*Series 2023 Bonds*") pursuant to this Resolution and an

A RESOLUTION OF THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT, UTAH COUNTY, UTAH, APPROVING THE ISSUANCE OF THE LOCAL BUILDING AUTHORITY OF ALPINE SCHOOL DISTRICT, UTAH, LEASE REVENUE BONDS, SERIES 2023.

WHEREAS, the Local Building Authority of Alpine School District, Utah (the "*Issuer*") has been duly organized as a Utah nonprofit corporation by the Board of Education (the "*Board of Education*") of Alpine School District, Utah County, Utah (the "*District*") solely for the purpose of (a) accomplishing the public purposes for which the Board of Education and the District exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the Board of Education and the District are authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, and (b) financing the costs of such projects on behalf of the Board of Education and the District in accordance with the procedures and subject to the limitations of the Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the "*Act*") and other applicable Utah law;

WHEREAS, the Act provides that the Issuer may issue and sell its bonds for the purpose of paying the costs of acquiring, improving or extending a project (as such term is defined in the Act), and such bonds shall be secured by a pledge and assignment of the revenues received by the Issuer under the leasing contract (as such term is defined in the Act) with respect to the project financed or refinanced with the proceeds of the sale of such bonds and may be secured by (a) a mortgage (as defined in the Act) covering all or any part of such project, (b) a pledge and assignment of the leasing contract for that project, (c) amounts held in reserve funds or (d) such other security devices with respect to the project as may be deemed most advantageous by the Issuer; and

WHEREAS, the Board of Education desires the Issuer to undertake the construction of a certain project pursuant to the Act consisting of the acquisition and construction of a middle school on sites owned or to be owned by the Board of Education (the "*Facility Site*") and short term or temporary portable classroom units or satellite facilities (collectively, the "*Project*"); and

WHEREAS, the Board of Education (in its capacity as ground lessor) and the Issuer (in its capacity as ground lessee) will, simultaneously with the execution and delivery of the Indenture, enter into that certain Ground Lease, (the "*Ground Lease*"), a copy of which is attached hereto as *Exhibit A*, pursuant to which the Board of Education will lease to the Issuer the Facility Site; and

WHEREAS, the Issuer and the Board of Education will enter into that certain Master Lease Agreement (the "*Lease*"), the form of which is attached hereto as *Exhibit B*, pursuant to which the Issuer has agreed to sublease the Facility Site and lease the Project to the Board of Education, all on the terms and conditions set forth therein;

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Indenture, the Board of Education has determined that it is in the best interest of the Issuer, the Board of Education and the District (a) to issue its Local Building Authority of Alpine School District, Utah Lease Revenue Bonds, Series 2023 (the "*Series 2023 Bonds*") pursuant to this Resolution and an

Indenture of Trust (the “*Indenture*”), between the Issuer and a trustee (the “*Trustee*”), the form of which is attached hereto as *Exhibit C*, to provide funds for the purpose of (i) financing the cost of the acquisition and construction of the Project and (ii) paying costs of issuance relating to the issuance, sale and delivery of the Series 2023 Bonds, and (b) to lease the Leased Property (as defined in the Lease) to the Board of Education in consideration of certain Base Rentals (as defined in the Lease) and Additional Rentals (as defined in the Lease) to be paid as provided in the Lease, that will be sufficient (so long as the Board of Education extends the term of the Lease for each successive one-year renewal term) to pay the principal of, and premium, if any, and interest on, the Series 2023 Bonds and certain other costs and expenses as provided in the Lease;

WHEREAS, the Issuer desires to secure its payment obligations under the Indenture by executing and delivering a Leasehold Deed of Trust, Assignment of Rents and Security Agreement (the “*Deed of Trust*”), attached hereto as *Exhibit F*, for the benefit of the holders of the Series 2023 Bonds;

WHEREAS, the Issuer desires to provide for continuous compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the “*Code*”), in order to establish and maintain the excludability of interest on the Series 2023 Bonds from gross income of the owners thereof for federal income tax purposes by entering into such tax certificates and other agreements and certificates for such purposes as directed by bond counsel for the issuance of the Series 2023 Bonds;

WHEREAS, in the opinion of the Board of Education, it is in the best interest of the District and the Issuer that (a) the Designated Officer be authorized to (i) determine whether to pursue a competitive sale or negotiated sale for the sale of the Bonds, (ii) if a competitive sale is pursued, accept or reject the bids received for the Bonds pursuant to the PARITY[®] electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds, (iii) if a negotiated sale is pursued, select an underwriter for the Bonds and (iv) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Certificate of Determination containing such terms and provisions and (b) the President be authorized to execute the Official Statement with respect to the Bonds;

WHEREAS, the Business Administrator has presented to the Board of Education at this meeting the proposed form of each of the following agreements: (a) the Indenture, (b) the Ground Lease, (c) the Lease, (d) the Official Statement, (e) the Continuing Disclosure Undertaking and (f) the Deed of Trust in connection with the issuance of the Series 2023 Bonds; and

WHEREAS, the Issuer proposes to adopt a Bond Resolution dated as of the date of this Resolution for the Issuance of its Series 2023 Bonds (the “*Bond Resolution*”), attached hereto as *Exhibit E*;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Education of Alpine School District, Utah County, Utah, as follows:

Section 1. Definitions. Certain words and phrases are defined in the preambles hereto. Unless otherwise defined herein, all words and phrases defined in Article I of the Indenture shall have the same meaning when used in this Resolution. In addition, the following words and phrases as used in this Resolution shall have the following meanings unless the context clearly indicates another of different meaning or intent:

“Board of Education” shall mean the Board of Education of Alpine School District, Utah County, Utah, a duly organized and existing body corporate and a political subdivision of the State of Utah, and any public body or public corporation succeeding to its rights and obligations under any of the Operative Agreements.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking of the Issuer, in substantially the form attached hereto as *Exhibit G*, dated the Dated Date, for the purpose of providing continuing disclosure information under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“Official Statement” means the Official Statement with respect to the Bonds, in substantially the form attached hereto as *Exhibit D*.

“Operative Agreements” shall mean, collectively, the Ground Lease, the Lease, the Indenture, the Ground Lease, the Deed of Trust and the Continuing Disclosure Undertaking.

“Tax Certificate” shall mean any agreement or certificate of the Issuer and the Board of Education which the Issuer and the Board of Education may execute in order to establish and maintain the excludability of interest on the Series 2023 Bonds from gross income of the owners thereof for federal income tax purposes.

Section 2. Issuance of the Series 2023 Bonds; Deposit of Proceeds. (a) For the purposes enumerated in the preamble to this Resolution and paying the costs and expenses incidental thereto and to the issuance of the Series 2023 Bonds hereinafter described, the Board of Education hereby approves the issuance of the Series 2023 Bonds by the Issuer, in one or more series, pursuant to the Act and in accordance with and subject to the terms, conditions and limitations established in the Indenture and in the Bond Resolution and in accordance with and subject to the terms, conditions and limitations established in the Indenture.

(b) The proceeds of sale of the Series 2023 Bonds shall be deposited as provided in the Indenture and the Lease.

Section 3. Terms of the Series 2023 Bonds (a) The Series 2023 Bonds shall be dated as of their date of original issuance and delivery (the *“Dated Date”*), shall mature on the dates and in the principal amounts, and shall bear interest from the Dated Date, payable at the interest rates provided in the Certificate of Determination (as defined in the Bond Resolution). The Series 2023 Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) There is hereby delegated to the Designated Officer of the Issuer (as defined in the Bond Resolution), subject to the limitations contained in this Resolution, the power to determine and effectuate the following with respect to the Series 2023 Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the aggregate principal amount of the Series 2023 Bonds; *provided* that the aggregate principal amount of the Series 2023 Bonds shall not exceed \$90,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2023 Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than 21 years from their date or dates;

(iii) the interest rate or rates of the Series 2023 Bonds, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 6.00% per annum;

(iv) the sale of the Series 2023 Bonds to the Purchaser of the Series 2023 Bonds and the purchase price to be paid by the Purchaser for the Series 2023 Bonds; *provided, however*, that the discount from par of the Series 2023 Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the Series 2023 Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Series 2023 Bonds, if any;

(vii) the use and deposit of the proceeds of the Series 2023 Bonds; and

(viii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

The Board delegates to the Designated Officer the authority to determine whether to pursue a competitive sale or negotiated sale for the sale of the Bonds. If a negotiated sale is pursued, the Designated Officer is authorized to select an underwriter to sale the Bonds and to obtain such information from potential underwriters as he or she deems necessary to make such determination. If a competitive sale is pursued, immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the Issuer.

The Designated Officer shall make such determinations as provided above and shall execute the Certificate of Determination containing such terms and provisions of the Series 2023 Bonds, which execution shall be conclusive evidence of the actions or determinations of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Article II hereof and shall be deemed to be a part of this Resolution.

(c) The Series 2023 Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(d) The Series 2023 Bonds and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the forms set forth in the Indenture, which forms are hereby incorporated herein by this reference, and the provisions for the signatures, authentication, payment, places of payment, medium of payment, transfer, exchange, registration, number and other provisions thereof, to the extent not provided herein, shall be as set forth in the Indenture as finally executed and are hereby approved and hereby incorporated herein by this reference. The form of the Series 2023 Bonds, submitted to this meeting as part of the recitals to the Indenture be, and the same hereby is, approved, and when the same shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this Resolution in the aggregate principal amount herein provided, they shall represent the approved form of the Series 2023 Bonds of the Issuer.

(e) Upon the occurrence of an Event of Nonappropriation (as such term is defined in the Lease) or an Event of Default under the Lease or the Indenture, the Trustee shall be entitled to exercise such rights and remedies (including but not limited to the appointment of a receiver) as are provided in the Indenture or as are otherwise provided to the Issuer under the Act or other applicable law; *provided, however*, that no deficiency judgment upon foreclosure of the lien of the Indenture may be entered against the Issuer, the Board of Education, the State of Utah or any political subdivision of the State of Utah, except as otherwise expressly provided in the Indenture and as permitted by the Act.

Section 4. Limited Obligations. The Series 2023 Bonds, together with the interest and premium, if any, thereon, are not general obligations of the Issuer but are limited obligations and, except for the security provided by the Indenture, pursuant to Section 17D-2-504 of the Act, are payable solely out of Base Rentals (and Additional Rentals to the extent necessary to replenish the Reserve Fund) received by the Trustee under the Lease and certain other amounts received under the Indenture. Nothing in this Resolution, the Indenture or the Series 2023 Bonds shall be construed as requiring the State of Utah or any political subdivision of the State of Utah to pay any of the Series 2023 Bonds or to pay any of the premium (if any) or interest thereon or to appropriate any money to pay the same. Pursuant to Section 17D-2-504 of the Act and the Indenture, the Series 2023 Bonds shall be secured by the Trust Estate, which is specifically pledged, mortgaged, hypothecated, assigned and otherwise secured in the Indenture, subject to Permitted Encumbrances, for the equal and ratable payment of the Series 2023 Bonds and any bonds hereafter issued on a parity with the Series 2023 Bonds under the Indenture and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Series 2023 Bonds and such additional parity bonds, except as may be otherwise expressly authorized in the Indenture. Neither the full faith and credit nor the taxing powers of the State of Utah or any political subdivision of such State is pledged to the payment of the principal of, or premium, if any, or interest on, the Series 2023 Bonds or other costs appertaining thereto. The Series 2023 Bonds and the interest and premium, if any, thereon do not now and shall never constitute an indebtedness of the Issuer, the Board of Education, the State of Utah or any political subdivision of such State within the meaning of any State constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State of Utah or any political subdivision of the State of Utah. No breach of any covenant or

agreement in the Indenture or the Lease shall impose any general obligation or liability upon, nor a charge against, the Board of Education or the general credit or taxing power of the State of Utah or any of its political subdivisions. THE OBLIGATION OF THE BOARD OF EDUCATION TO PAY BASE RENTALS AND OTHER AMOUNTS UNDER THE LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION OF THE BOARD OF EDUCATION TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE BOARD OF EDUCATION, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE SERIES 2023 BONDS NOR THE EXECUTION AND DELIVERY OF THE LEASE DIRECTLY OR CONTINGENTLY OBLIGATE THE BOARD OF EDUCATION TO APPROPRIATE ANY MONEY TO PAY ANY RENTALS UNDER THE LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE BOARD OF EDUCATION'S THEN CURRENT FISCAL YEAR OR OBLIGATE THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE BOARD OF EDUCATION TO THE EXTENT PROVIDED IN THE LEASE) TO PAY ANY RENTALS DUE TO THE ISSUER UNDER THE TERMS OF THE LEASE. NO PERSON EXECUTING THE SERIES 2023 BONDS OR THE LEASE SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE SERIES 2023 BONDS OR THE EXECUTION OF THE LEASE.

Section 5. Authorization to Execute and Deliver Operative Agreements. The forms, terms and provisions of each of the Operative Agreements are each hereby approved in substantially the forms presented at this meeting and attached hereto, with such insertions, omissions and changes as shall be approved by the Issuer as provided in the Bond Resolution and, to the extent that the Board of Education is a party to any such document, the President of the Board of Education, the execution of such documents by the Issuer and President of the Board of Education being conclusive evidence of such approval. The appropriate officers of the Issuer are hereby authorized and directed to execute, attest and countersign, the Indenture and each of the other Operative Agreements to which the Issuer is a party and to affix or imprint the seal of the Issuer thereon. The President of the Board of Education is hereby authorized and directed to execute and the Business Administrator of the District to attest and countersign the Lease and each of the other Operative Agreements to which the Board of Education is a party, and the Business Administrator of the District is hereby authorized and directed to affix or imprint the seal of the Board of Education.

Section 6. Approval of Sale of the Bonds. (a) The Bonds are hereby authorized to be sold to the Purchaser, on the terms and conditions set forth in the Certificate of Determination; *provided* that such terms shall not exceed the limitations set forth in Section 2 herein.

(b) The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in the Certificate of Determination.

(c) The President is hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and the Business Administrator is hereby authorized, empowered and directed to attest such execution and to countersign, and to affix the seal of the Issuer.

Section 7. Other Actions with Respect to the Series 2023 Bonds and the Indenture and Lease. The officers and employees of the Board of Education shall take all action necessary in

conformity with the Act to carry out the issuance of the Series 2023 Bonds and the execution and delivery of the Operative Agreements, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2023 Bonds and the execution and delivery of the Indenture. If the President of the Board of Education or the Business Administrator of the District shall be unavailable to execute, countersign or attest (as applicable), any of the Operative Agreements and/or the other documents that they are hereby authorized to execute, countersign and attest, the same may be executed, countersigned and attested (as applicable) by the Vice President of the Board of Education or by any member of the Board of Education, respectively.

Section 8. Arbitrage Covenant; Covenant to Maintain Tax Exemption. (a) The President of the Board of Education and Business Administrator of the District are each hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2023 Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Code and the Regulations, (ii) the Series 2023 Bonds are not and will not become “private activity bonds” within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Board of Education contained in this Section 8 will be complied with and (v) interest on the Series 2023 Bonds is not and will not become includible in gross income of the owners thereof for federal income tax purposes under the Code and applicable Regulations.

(b) The Board of Education further covenants and agrees to and for the benefit of the purchasers and owners from time to time of the Series 2023 Bonds that:

(i) it will at all times comply with the provisions of any Tax Certificates;

(ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code and the Regulations, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made, the creation of any rebate fund to provide for the payment of any required rebate and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated, except to the extent that the Series 2023 Bonds are not subject to such arbitrage rebate requirements;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2023 Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Series 2023 Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2023 Bonds, would have caused the Series 2023 Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code;

(iv) it will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Series 2023 Bonds to be “private activity bonds” described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer (other than the Series 2023 Bonds) have been or will be issued, sold or delivered within a period beginning fifteen (15) days prior to the sale of the Series 2023 Bonds and ending fifteen (15) days following the delivery of the Series 2023 Bonds, other than the Series 2023 Bonds;

(vi) it will not take any action that would cause interest on the Series 2023 Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Series 2023 Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Series 2023 Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Series 2023 Bonds as provided in Section 103 of the Code; and

(vii) it acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Series 2023 Bonds, under present rules, the Issuer is treated as the “taxpayer” in such examination and agrees that it will cooperate with the Issuer in responding in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Section 9. Continuing Disclosure Undertaking. The President is hereby authorized, empowered and directed to execute and deliver, and the Business Administrator to countersign and attest, the Continuing Disclosure Undertaking, in substantially the same form as now before the Issuer and attached hereto as *Exhibit G*, or with such changes therein as the President shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Issuer as herein provided, the Continuing Disclosure Undertaking will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 2023 Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Undertaking.

Section 10. Final Official Statement. The Official Statement of the Issuer is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit D*, with such changes, omissions, insertions and revisions as the President shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Certificate of Determination. The President shall sign and deliver the Official Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the President of any such changes, omissions, insertions and revisions shall be conclusively established by the President’s execution of the Official Statement.

Section 11. Preliminary Official Statement Deemed Final. The use and distribution of the Official Statement in preliminary form (the “*Preliminary Official Statement*”), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit D*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Business Administrator shall deem advisable. The President and the Business Administrator are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds. The President and the Business Administrator are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming the Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

Section 12. Filing of Resolution. The Business Administrator of the District, as Secretary of the Issuer, is hereby authorized and directed to file a certified copy of this Resolution in the records of the Issuer promptly following the adoption hereof.

Section 13. Resolution Irrepealable. After any of the Series 2023 Bonds are delivered by the Trustee to the Underwriter upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Series 2023 Bonds and interest thereon shall have been fully paid, canceled and discharged.

Section 14. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 16. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

(Signature page follows.)

ADOPTED AND APPROVED by the Board of Education of Alpine School District, Utah
County, Utah, this January 24, 2023.

BOARD OF EDUCATION OF ALPINE SCHOOL
DISTRICT, UTAH COUNTY, UTAH

By _____
President

[SEAL]

ATTEST AND COUNTERSIGN:

By _____
Business Administrator

BOARD RESOLUTION

**A RESOLUTION AUTHORIZING A PUBLIC UTILITY EASEMENT ON THE
PROPERTY OF THE OREM ELEMENTARY SCHOOL TO ACCOMODATE A 15'
TALL POWER POLE .**

WHEREAS, it is deemed desirable and in the best interests of the Alpine School District that the following action be taken by the ASD Board of Education, pursuant to this Resolution,

NOW THEREFORE BE IT RESOLVED that, pursuant to applicable law, the Board of Education of the Alpine School District, hereby consent to, approve and adopt the following:

**A RESOLUTION AUTHORIZING A 61 SQ. FT. PUBLIC UTILITY EASEMENT FOR
THE CITY OF OREM TO INSTALL A POWER POLE AT THE SOUTH EAST
CORNER OF OREM ELEMENTARY SCHOOL PROPERTY AT 450 WEST 400
SOUTH OREM.**

Board President

**BOARD RESOLUTION AUTHORIZING THE
APPROVAL OF A CELL TOWER LEASE AGREEMENT BETWEEN
ALPINE SCHOOL DISTRICT AND AT&T WIRELESS.**

WHEREAS, it is deemed desirable and in the best interests of the Alpine School District that the following action be taken by the ASD Board of Education, pursuant to this Resolution,

NOW THEREFORE BE IT RESOLVED that, pursuant to applicable law, the Board of Education of the Alpine School District, hereby consent to approve and adopt the following:

**A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT
BETWEEN ALPINE SCHOOL DISTRICT AND AT&T WIRELESS
REGARDING A CELL TOWER LEASE AGREEMENT
LOCATED AT PLEASANT GROVE HIGH SCHOOL.**

Board President

Date

Market: West – RMR - UT
Cell Site Number: SLKCUTU404
Cell Site Name: MELANIE
Search Ring Name: NSB- UT.MELANIE_SLKCUTU404
Fixed Asset Number: 10547738

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by The Board of Education of the Alpine School District, a Utah public corporation, having a mailing address of 575 N 100 E, American Fork, Utah 84003 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the “**Structure**”), together with all rights and privileges arising in connection therewith, located at 700 East 200 South, in the County of Utah, State of Utah (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a portion of the Property consisting of:

- (a) approximately 600 square feet including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1**, for the placement of Tenant’s Communication Facility;
- (b) space for any structural steel or other improvements to support Tenant’s equipment (collectively, the space referenced in (a) and (b) is the “**Equipment Space**”);
- (c) that certain space on the Structure, as generally depicted on **Exhibit 1**, each measuring twenty (20) contiguous linear feet wide and ten (10) contiguous linear feet deep, including the air space above same, where Tenant shall have the right to install its antennas and other equipment (collectively, the “**Antenna Space**”); and
- (d) those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Equipment Space and Antenna Space; and between Tenant’s equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the “**Premises**.”

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use. If **Exhibit 1** includes drawings of the

initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right, to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. TERM.

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**."

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand Four Hundred Fifty and No/100 Dollars (\$1,450.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by two percent (2%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. INSURANCE. During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the

rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. [Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.]

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group - Lease Administration
Re: Cell Site #: SLKCUTU404; Cell Site Name: MELANIE (UT)
Fixed Asset #: 10547738
1025 Lenox Park Blvd NE 3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: SLKCUTU404; Cell Site Name: MELANIE (UT)
Fixed Asset #: 10547738
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Alpine School District
575 N 100 E,
American Fork, Utah 84003

With a copy to:

Pleasant Grove High School
700 East 200 South
Pleasant Grove, UT

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts,

registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall

send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

The Board of Education of the Alpine School District,
a Utah public corporation

By: _____
Print Name: _____
Its: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

DESCRIPTION OF PROPERTY AND PREMISES

to the Structure Lease Agreement dated _____, 20____, by and between The Board of Education of the Alpine School District, a Utah public corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

LESSOR'S LEGAL DESCRIPTION

COMMENCING AT A POINT SOUTH 89°28'00" EAST ALONG THE CENTER LINE OF SECOND SOUTH STREET 64.10 FEET AND SOUTH 30.30 FEET AND SOUTH 89°39'00" EAST ALONG THE SOUTH LINE OF SAID STREET 365.00 FEET AND SOUTH 0°09'00" EAST 262.00 FEET FROM THE MONUMENT AT THE INTERSECTION OF SECOND SOUTH AND SEVENTH EAST STREETS, SAID MONUMENT BEING SOUTH 05°24'15" WEST 638.61 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°39'00" EAST 150.00 FEET; THENCE SOUTH 0°09'00" EAST 38.00 FEET; THENCE NORTH 89°39'00" WEST 150.00 FEET; THENCE NORTH 0°09'00" WEST 38.00 FEET TO THE POINT OF BEGINNING.

COMMENCING AT A POINT IN THE SOUTH LINE OF SECOND SOUTH STREET, PLEASANT GROVE; WHICH POINT OF BEGINNING IS SOUTH 89°28' EAST ALONG THE CENTER LINE OF SAID STREET 64.1 FEET AND SOUTH 30.3 FEET FROM THE MONUMENT AT THE INTERSECTION OF SECOND SOUTH AND SEVENTH EAST STREETS; AND RUNNING THENCE SOUTH 89°39' EAST ALONG THE SAID STREET LINE 515.0 FEET; THENCE SOUTH 0°09' EAST 539.0 FEET; THENCE SOUTH 57°27' WEST 642.3 FEET TO THE WESTERLY BANK OF A CANAL; THENCE, WITH SAID CANAL BANK ON THE FOLLOWING COURSES; NORTH 12°55' WEST 57.1 FEET, THENCE NORTH 41°55' WEST 223.5 FEET; THENCE LEAVING SAID CANAL, SOUTH 80°30' WEST 829.5 FEET; THENCE NORTH 8°21' WEST 204.0 FEET; THENCE SOUTH 80°46' WEST 224.4 FEET; THENCE SOUTH 80°36' WEST 162.0 FEET TO THE EASTERLY LINE OF LOCUST AVENUE; THENCE, WITH SAID STREET LINE, NORTH 33°26' WEST 476.5 FEET; THENCE NORTH 88°25' EAST 643.5 FEET; THENCE NORTH 88°35' EAST 447.3 FEET; THENCE NORTH 0°20' EAST 47.0 FEET; THENCE NORTH 89°42' EAST 108.9 FEET; THENCE NORTH 26°32' WEST 221.4 FEET TO THE SOUTH LINE OF SECOND SOUTH STREET; THENCE, WITH THE STREET LINE, SOUTH 89°32' EAST 584.4 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 15, 1957, AS ENTRY NO. 4018 IN BOOK 739 AT PAGE 553, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING SOUTH 89°28' EAST ALONG THE MONUMENT LINE 203.8 FEET AND SOUTH 30.9 FEET FROM THE MONUMENT AT SIXTH EAST AND SECOND SOUTH STREETS, PLEASANT GROVE (MAP OF 1950); AND RUNNING THENCE ALONG SAID STREET LINE SOUTH 89°32' EAST 176.9 FEET; THENCE SOUTH 0°32' WEST 193.7 FEET TO THE SOUTH LINE OF LOT 4, OF BLOCK 11, PLAT "A", PLEASANT GROVE CITY SURVEY; THENCE NORTH 89°28' WEST 69.3 FEET; THENCE NORTH 28°32' WEST 221.4 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 17, 1958, AS ENTRY NO. 3523 IN BOOK 775 AT PAGE 316, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT IN THE SOUTH LINE OF SECOND SOUTH STREET, PLEASANT GROVE; WHICH POINT OF BEGINNING IS SOUTH 89 DEGREES 28' EAST ALONG THE CENTER LINE OF SAID STREET 64.1 FEET AND SOUTH 30.3 FEET AND SOUTH 89 DEGREES 39' EAST ALONG SAID STREET 365.00 FEET FROM THE MONUMENT AT THE INTERSECTION OF SECOND SOUTH AND SEVENTH EAST STREETS; AIL LOCATED IN SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89 DEGREES 39' EAST ALONG SAID STREET LINE 150 FEET; THENCE SOUTH 0 DEGREES 09' EAST 200.00 FEET; THENCE NORTH 89 DEGREES 39' WEST 150.00 FEET; THENCE NORTH 0 DEGREES 09' WEST 200.00 FEET TO PLACE OF BEGINNING.

ALSO, LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED APRIL 1, 1960, AS ENTRY NO. 4478 IN BOOK 839 AT PAGE 147, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT WHICH IS SOUTH 89°28' EAST ALONG THE CENTER LINE OF SECOND SOUTH STREET, PLEASANT GROVE, UTAH, 64.1 FEET AND SOUTH 30.3 FEET AND SOUTH 89°39' EAST ALONG SAID STREET 515.00 FEET AND SOUTH 0°09' EAST 200 FEET FROM THE MONUMENT AT THE INTERSECTION OF SECOND SOUTH AND SEVENTH EAST STREETS; ALL LOCATED IN SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°09' EAST 100.0 FEET; THENCE NORTH 89°39' WEST 150.0 FEET; THENCE NORTH 0°09' WEST 100.0 FEET; THENCE SOUTH 89°39' EAST 150.0 FEET TO THE PLACE OF BEGINNING.

ALSO, LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED IN THAT CERTAIN WARRANTY DEED RECORDED MAY 1, 1961, AS ENTRY NO. 5564 IN BOOK 871 AT PAGE 613, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT IN THE EASTERLY LINE OF LOCUST AVENUE, SAID POINT BEING S. 89°26' E. ALONG THE MONUMENT LINE (EXTENDED) OF THIRD SOUTH STREET A DISTANCE OF 40.20 FEET FROM THE MONUMENT AT THE INTERSECTION OF THIRD SOUTH AND LOCUST AVENUE, PLEASANT GROVE; AND RUNNING THENCE N. 33°26' W. ALONG THE EASTERLY LINE OF LOCUST AVENUE 103.50 FEET; THENCE N. 88°25' E. 434.94 FEET; THENCE S. 1°35' E. 379.61 FEET; THENCE S. 80°46' W. 23.33 FEET; THENCE S. 81°58' W. 163.67 FEET TO THE EASTERLY LINE OF LOCUST AVENUE; THENCE, WITH SAID STREET LINE, N. 33°26' W. 368.70 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED IN THAT CERTAIN QUIT CLAIM DEED RECORDED NOVEMBER 22, 1999, AS ENTRY NO. 122714 IN BOOK 5279 AT PAGE 439, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND SITUATE IN BLOCK 9, PLAT "A", PLEASANT GROVE CITY SURVEY OF BUILDING LOTS, BEING PART OF AN ENTIRE TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF AN EXISTING CHAIN LINK FENCE LINE AND THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT OF LAND, WHICH POINT IS 40.20 FEET (SURVEY DISTANCE 39.81 FEET) S. 83°26' E. AND 103.5 FEET N. 33°26' W. ALONG THE EASTERLY LINE OF LOCUST AVENUE AND 434.94 FEET N. 88°25' E. AND 87.17 FEET S. 1°35' E. FROM THE MONUMENT AT THE INTERSECTION OF THIRD SOUTH AND LOCUST AVENUE, WHICH POINT IS ALSO 1008.93 FEET SOUTH AND 1236.27 FEET WEST FROM THE NORTH QUARTER CORNER OF SECTION 28, T. 5S., R. 2E., S.L.B.&M., AND RUNNING THENCE N. 88°37'47" E. 335.00 FEET ALONG SAID CHAIN LINK FENCE; THENCE S. 1°35' E. 760.84 FEET TO AN EXISTING FENCE LINE; THENCE S. 76°22'16" W. 13.54 FEET ALONG SAID FENCE LINE TO A FENCE CORNER; THENCE N. 35°13'22" W. 568.57 FEET ALONG AN EXISTING FENCE LINE TO A SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S. 80°46' W. 6.86 FEET TO A SOUTHWEST CORNER OF SAID ENTIRE TRACT; THENCE N. 1°35' W. 292.44 FEET TO THE POINT OF BEGINNING. ROTATE THE ABOVE BEARINGS 0°11'57" COUNTERCLOCKWISE TO EQUAL BEARINGS BASED ON THE UTAH STATE COORDINATE SYSTEM, CENTRAL ZONE.

LESSOR'S LEGAL DESCRIPTION (CONT.)

ALSO, LESS AND EXCEPTING THEREFROM ALL THAT PORTION LYING WESTERLY OF THE LINE DESCRIBED IN THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED DECEMBER 31, 2014, AS ENTRY NO. 94379:2014, SAID LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING WESTERLY BOUNDARY OF THE PLEASANT GROVE CITY PROPERTY DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED AS ENTRY 122714:1999 AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH POINT IS 2.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE BACK OF AN EXISTING SIDEWALK, WHICH POINT IS EAST 420.42 FEET AND NORTH 10.79 FEET FROM AN EXISTING STREET MONUMENT IN THE INTERSECTION OF LOCUST AVENUE AND 300 SOUTH STREET, WHICH MONUMENT IS SOUTH 58°11'07" WEST 1,945.07 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 88°27'23" EAST 334.06 FEET ALONG A LINE WHICH IS PARALLEL WITH AND 2.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE BACK OF AN EXISTING SIDEWALK TO AN EXISTING CHAIN LINK FENCE LINE; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG SAID FENCE LINE: (1) SOUTH 01°50'20" EAST 580.20 FEET; (2) SOUTH 01°45'44" EAST 185.02 FEET; THENCE NORTH 77°55'22" EAST 63.95 FEET; THENCE SOUTH 14°25'31" EAST 106.80 FEET; THENCE SOUTH 66°17'03" WEST 151.18 FEET TO A POINT OF TERMINUS ON THE EXISTING EASTERLY RIGHT-OF-WAY OF LOCUST AVENUE.

BASIS OF BEARINGS = NORTH 89°31'56" EAST ALONG THE LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE REFERENCE CORNER TO THE NORTHEAST CORNER OF SAID SECTION.

ALSO, LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED IN THAT CERTAIN QUIT CLAIM DEED RECORDED DECEMBER 31, 2014, AS ENTRY NO. 94380:2014, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY OF LOCUST AVENUE, WHICH POINT IS NORTH 85.94 FEET AND WEST 16.77 FEET FROM AN EXISTING STREET MONUMENT IN THE INTERSECTION OF LOCUST AVENUE AND 300 SOUTH STREET, WHICH MONUMENT IS SOUTH 58°11'07" WEST 1,945.07 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 33°26'00" WEST 8.56 FEET ALONG SAID RIGHT-OF-WAY TO A POINT ON THE NORTHERLY BOUNDARY OF THE BOARD OF EDUCATION, ALPINE SCHOOL DISTRICT PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 14375:1954 AT THE OFFICE OF THE UTAH COUNTY RECORDER, THENCE NORTH 88°25'00" EAST 559.39 FEET ALONG SAID NORTHERLY BOUNDARY; THENCE SOUTH 00°29'14" EAST 94.57 FEET TO A POINT WHICH IS 2.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE BACK OF AN EXISTING SIDEWALK; THENCE SOUTH 88°27'23" WEST 118.12 FEET ALONG A LINE WHICH IS PARALLEL WITH AND 2.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE BACK OF SAID SIDEWALK TO THE WESTERLY BOUNDARY OF THE PLEASANT GROVE CITY PROPERTY DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED AS ENTRY 122714:1999 AT THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE NORTH 01°35'00" WEST 87.20 FEET ALONG SAID BOUNDARY TO THE NORTHERLY BOUNDARY OF SAID PLEASANT GROVE CITY PROPERTY; THENCE SOUTH 88°25'00" WEST 434.94 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING.

BASIS OF BEARINGS = NORTH 89°31'56" EAST ALONG THE LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE REFERENCE CORNER TO THE NORTHEAST CORNER OF SAID SECTION.

****NOTE**** ONLY A PORTION OF PARCEL 2 IS SHOWN HEREON

The Premises are described and/or depicted as follows:

LEASE AREA LEGAL DESCRIPTION

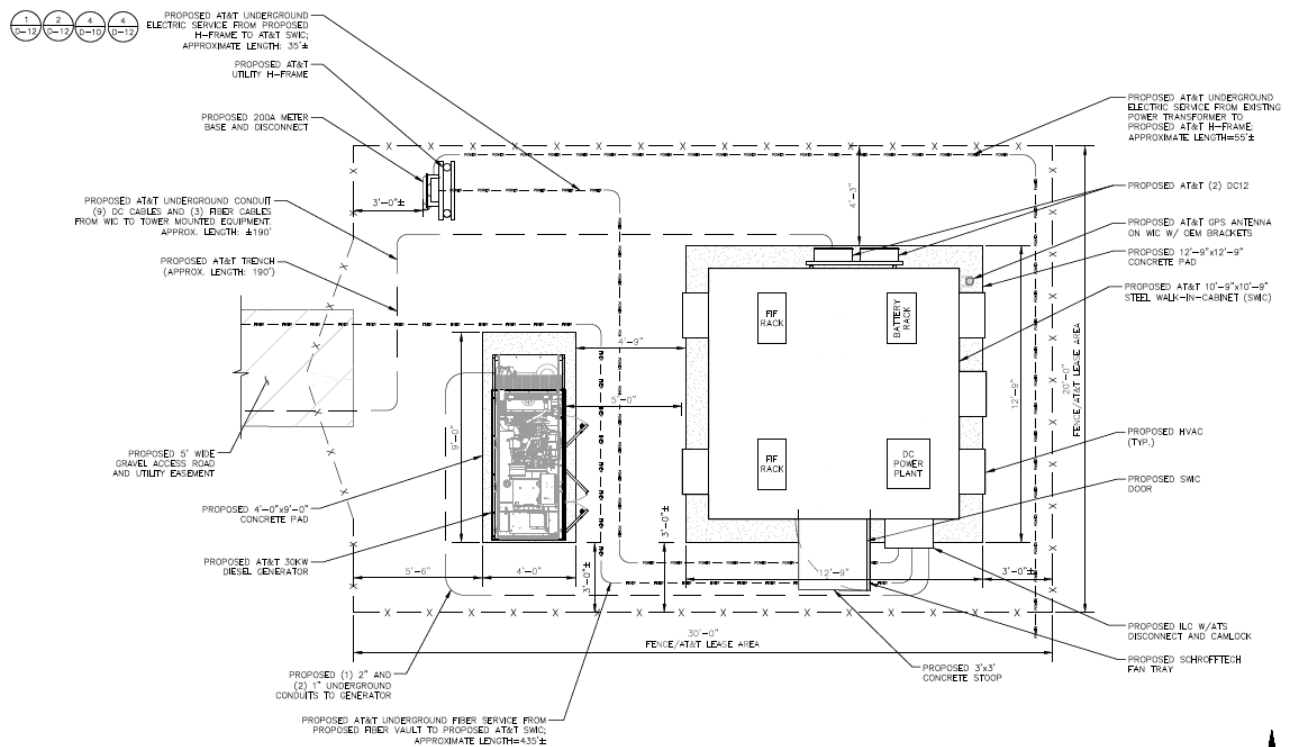
A PORTION OF THAT CERTAIN PARCEL OF LAND AS GRANTED IN WARRANTY DEED RECORDED APRIL 1, 1960, AS ENTRY NO. 4478 IN BOOK 839 AT PAGE 147 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99971726

COMMENCING AT A 3.25" BRASS CAP AT THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 EAST, FROM WHICH A 3" BRASS CAP REFERENCE CORNER FOR THE NORTHEAST CORNER OF SAID SECTION 25 BEARS NORTH 89°32'01" EAST, 2691.89 FEET, AND A WITNESS CORNER TO SAID REFERENCE CORNER BEARS SOUTH 84°31'05" WEST, 16.63 FEET;

THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 27°38'33" EAST, 1054.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 30.00 FEET; THENCE SOUTH 00°00'00" EAST, 20.00 FEET; THENCE NORTH 90°00'00" WEST, 30.00 FEET; THENCE NORTH 00°00'00" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET (0.014 ACRES) OF LAND, MORE OR LESS.



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

The Premises are described and/or depicted as follows:

LEASE AREA LEGAL DESCRIPTION

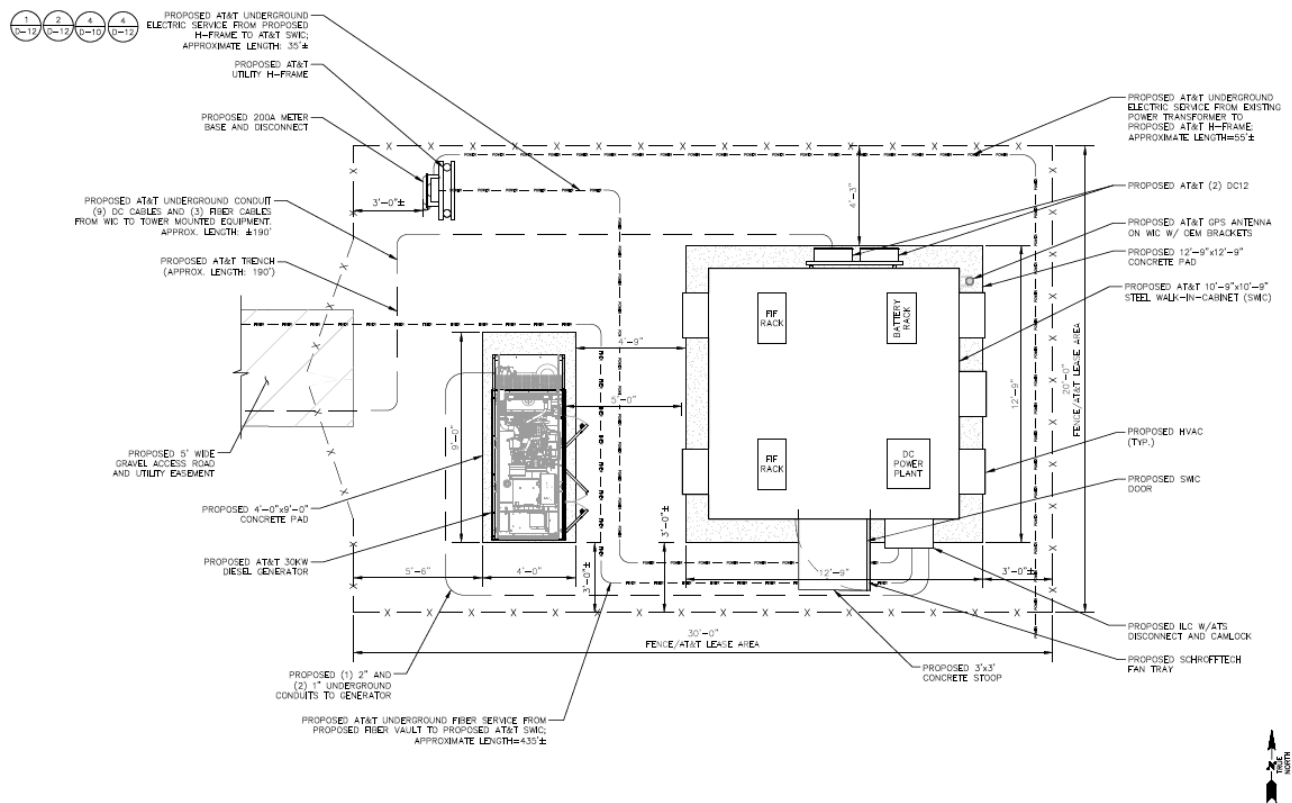
A PORTION OF THAT CERTAIN PARCEL OF LAND AS GRANTED IN WARRANTY DEED RECORDED APRIL 1, 1960, AS ENTRY NO. 4478 IN BOOK 839 AT PAGE 147 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: ALL BEARINGS AND DISTANCES ARE BASED ON THE UTAH CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99971726

COMMENCING AT A 3.25" BRASS CAP AT THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 EAST, FROM WHICH A 3" BRASS CAP REFERENCE CORNER FOR THE NORTHEAST CORNER OF SAID SECTION 25 BEARS NORTH 89°32'01" EAST, 2691.89 FEET, AND A WITNESS CORNER TO SAID REFERENCE CORNER BEARS SOUTH 84°31'05" WEST, 16.63 FEET;

THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 27°38'33" EAST, 1054.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" EAST, 30.00 FEET; THENCE SOUTH 00°00'00" EAST, 20.00 FEET; THENCE NORTH 90°00'00" WEST, 30.00 FEET; THENCE NORTH 00°00'00" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET (0.014 ACRES) OF LAND, MORE OR LESS.



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

BOARD RESOLUTION

**A RESOLUTION APPROVING AN INTERLOCAL
AGREEMENT (ALPINE HWY ECONOMIC
DEVELOPMENT PROJECT AREA) BETWEEN ALPINE
SCHOOL DISTRICT AND THE LEHI CITY
REDEVELOPMENT AGENCY**

WHEREAS, it is deemed desirable and in the best interests of the Alpine School District that the following action be taken by the ASD Board of Education, pursuant to this Resolution,

NOW THEREFORE BE IT RESOLVED that, pursuant to applicable law, the Board of Education of the Alpine School District, hereby consent to approve and adopt the following:

**A RESOLUTION APPROVING THE AGENCY TO RECEIVE THE TAXING ENTITIES
SHARE OF TAX INCREMENT GENERATED BY THE ALPINE HWY ECONOMIC
DEVELOPMENT PROJECT AREA.
THE TERMS OF THE AGREEMENT
ARE ATTACHED.**

Board President

Date

**ALPINE HIGHWAY ECONOMIC DEVELOPMENT PROJECT AREA
INTERLOCAL AGREEMENT**

**by and between the
LEHI CITY REDEVELOPMENT AGENCY
and
ALPINE SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT is entered into as of this ___ day of _____, 2023, by and between the **LEHI CITY REDEVELOPMENT AGENCY** (the “**Agency**”) and Alpine School District (the “**Taxing Entity**”) (collectively, the “**Parties**”).

A. WHEREAS the Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community reinvestment activities within Lehi, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the Alpine Highway Economic Development Project Area (the “**Project Area**”) and adopted an Economic Development Project Area Plan for the Project Area, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference (the “**Project Area Plan**”), which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for the development of an existing and new 300MM computer chip manufacturing facility (the “**Project**”) in the Project Area; and

C. WHEREAS the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(61) (hereinafter “**Tax Increment**”), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and

E. WHEREAS UCA §11-13-215 authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

F. WHEREAS in order to facilitate development of the Project, the Taxing Entity Committee passed a resolution approving the Alpine Highway Economic Development Project Area Budget authorizing the Agency to receive 100% of the Taxing Entity’s share of Tax Increment generated by the Project Area; and

G. WHEREAS the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the UCA, as amended (the **“Cooperation Act”**).

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

1. Taxing Entity’s Consent.

a. Pursuant to Section 17C-3-206(3)(a) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid 100% of the Taxing Entity’s collected share of the personal and real property tax from the Project Area (the **“Taxing Entity’s Share”**) for thirty (30) years, starting with tax year 2023 through 2053, with no cap amount. The Taxing Entity’s Share shall be used for the purposes set forth in UCA §17C-1-409(1) as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity’s tax levy rate during the year for which Tax Increment is to be paid, and (b) the 1995 base year taxable value of \$505,973 for the existing EDA and (c) the 2023 base year taxable value of \$37,699,500 for the expanded EDA as agreed to by the parties, which taxable value is subject to adjustment as required by law. Of the 100% of the taxing entity’s collected share of the personal and real property tax 30% will be distributed to Lehi City, Alpine School District and Utah County based on the following formula:

Lehi City	44% of the 30%
Alpine School District	44% of the 30%
Utah County	12% of the 30%

Utah County will receive an annual \$50,000 administrative fee that will be distributed to the county before the county remits the tax increment to the Redevelopment Agency.

b. Notwithstanding the foregoing, if the Agency receives in less than thirty (30) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including but not limited to debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to (a) the cost of infrastructure and (b) the business park, the Agency will either (i) cease collecting the Taxing Entity’s Share under this Agreement, or (ii) renegotiate this Agreement with the Taxing Entity to provide for the payment of the Taxing Entity’s Share for the remainder of all or a portion of the originally contemplated 30-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than thirty (30) years.

2. Authorized Uses of Tax Increment. The Parties agree that the Agency may apply the Taxing Entity’s Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

3. **No Third Party Beneficiary.** Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

4. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

5. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e. The term of this Agreement shall commence on the publication of the notice provided for by Section 11-13-219 of the Cooperation Act and shall continue through the date on which all of the Taxing Entity's Share has been paid to and disbursed by the Agency as provided herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.b. hereof.

f. Following the execution of this Agreement by both Parties, each Party shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

7. **Further Assurance.** Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other

official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. **Interpretation.** The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

10. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

11. **Authorization.** Each of the Parties hereto represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

12. **Time of the Essence.** Time shall be of the essence of this Agreement.

13. **Incorporation of Recitals.** The recitals set forth above, "A" through "G," are hereby incorporated by reference as part of this Agreement.

14. **Time of the Essence.** Time shall be of the essence of this Agreement.

15. **Incorporation of Exhibits.** The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ENTERED into as of the day and year first above written.

LEHI CITY REDEVELOPMENT AGENCY

By: _____

Name: Mark Johnson

Title: Chair, Redevelopment Agency

ATTEST:

By: _____

Name: Jason Walker

Title: Redevelopment Agency Administrator

Attorney Review for the Agency:

The undersigned, as counsel for the Lehi City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for the Lehi City Redevelopment
Agency

[Signatures continue on next page.]

ADDITIONAL SIGNATURES TO INTERLOCAL AGREEMENT

ALPINE SCHOOL DISTRICT

By: _____

Name:

Title: School Board President

ATTEST:

Name: Robert Smith
Title: Business Administrator

Attorney Review for the Taxing Entity:

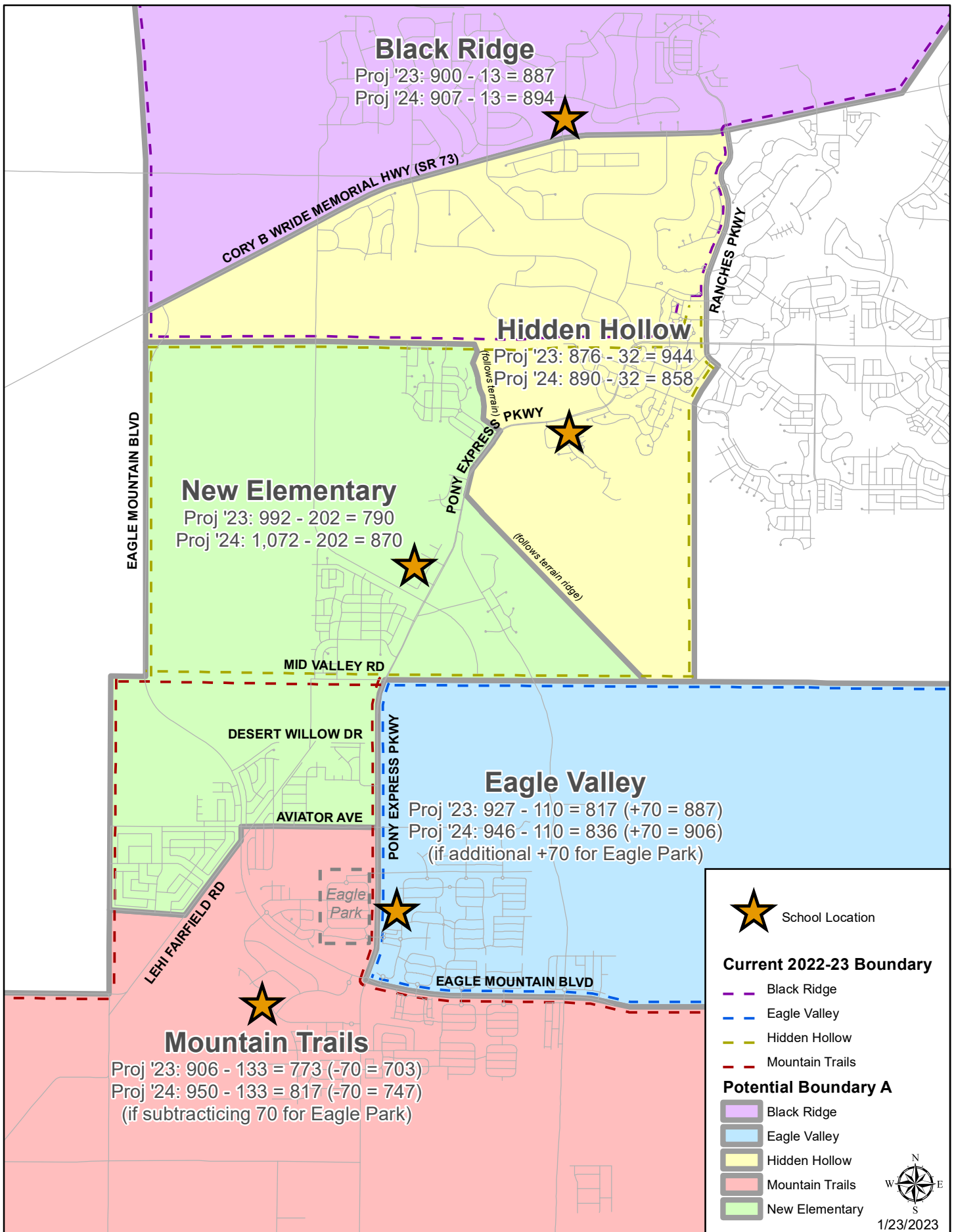
The undersigned, as counsel for Alpine School District, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Patrick L. Tanner
Attorney for Alpine School District

EXHIBIT A

Proposed Boundary - Option A (with impact from John Hancock Charter School)

Projected Enrollment (Projection Year: Original Projection - Estimated John Hancock students in Boundary = Adjusted Projection)



Proposed Boundary - Option B (with impact from John Hancock Charter School)

Projected Enrollment (Projection Year: Original Projection - Estimated John Hancock students in Boundary = Adjusted Projection)

