

# STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

## CERTIFICATE OF INCORPORATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of incorporation for the TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT located in the CITY OF ST. GEORGE, dated OCTOBER 17, 2024, complying with §17B-1-215, Utah Code Annotated, 1953, as amended.

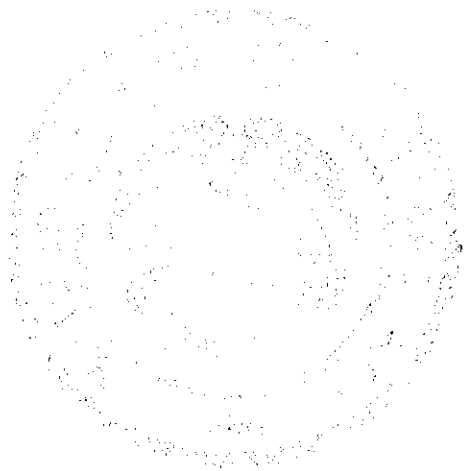
Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of incorporation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT, located in WASHINGTON COUNTY, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 9<sup>th</sup> day of December, 2024 at Salt Lake City, Utah.

A handwritten signature in black ink, reading "Deidre M. Henderson".

DEIDRE M. HENDERSON  
Lieutenant Governor



St. George, Utah

October 17, 2024

The City Council (the "Council") of St. George, Utah (the "City"), met in regular session (including by electronic means) on October 17, 2024, at its regular meeting place in St. George, Utah at 5:00p.m., with the following members of the Council being present:

Michelle Randall	Mayor
Jimmie Hughes	Councilperson
Dannielle Larkin	Councilperson
Natalie Larsen	Councilperson
Steve Kemp	Councilperson

Absent:

Michelle Tanner	Councilperson
-----------------	---------------

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this October 17, 2024, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilperson Hughes and seconded by Councilperson Larkin adopted by the following vote:

AYE: 4

NAY: 0

The resolution was later signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION 2024-033R

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF ST. GEORGE, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT (THE "DISTRICT") AS AN INDEPENDENT BODY CORPORATE AND POLITICAL; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT, AN INTERLOCAL AGREEMENT, AND A NOTICE OF BOUNDARY ACTION; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE AND EXECUTE THE FINAL TERMS AND PROVISIONS OF THE GOVERNING DOCUMENT, THE INTERLOCAL AGREEMENT, THE NOTICE OF BOUNDARY ACTION AND ANY OTHER DOCUMENTS RELATED THERETO; AUTHORIZING THE DISTRICT TO PROVIDE SERVICES RELATING TO THE FINANCING AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE TO SERVE THE DISTRICT AREA; APPOINTING A BOARD OF TRUSTEES FOR THE DISTRICT; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the City requesting adoption by resolution the approval of the creation of a public infrastructure district pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the "Act") within the boundaries of the City, for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure district by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the "Property Owners"); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the City properly published notice of the public meeting in compliance with the applicable requirements of the Utah code; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public meeting on the Petition; and

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Section 17D-4-202(9) of the PID Act; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the District under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B and an Interlocal Agreement between the City and the District, attached to the Governing Document as Governing Document Exhibit C; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit C (the "Boundary Notice") and a Final Local Entity Plat to be submitted therewith (the "Plat").

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

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a separate entity from the City in accordance with the Governing Document and the Act. The boundary of the District shall be as set forth in the Plat.

3. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure to serve the District Area.

4. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the City, and the organization of the District pursuant to the PID Act is hereby approved.

5. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.

6. The District Board for each of the District is hereby appointed as follows:

(a) Trustee 1 – Isaac Barlow for an initial six-year term.

(b) Trustee 2 – David Nilsson for an initial six-year term.

(c) Trustee 3 – Brad Buhanan for an initial four-year term.



(d) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

7. The Council does hereby authorize the Mayor to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

8. Prior to certification of the creation of the District by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor or her designee to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notices or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

9. The Board of Trustees of the District (the "District Board") is hereby authorized and directed to record such Governing Document with the recorder of Utah County within thirty (30) days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

10. 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.

11. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

12. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, Utah, this  
17<sup>th</sup> day of October, 2024.



CITY OF ST. GEORGE, UTAH

By: Michael Randall  
Mayor

ATTEST:

By: Christine Joruley  
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

By: Michael Randall  
Mayor

ATTEST:

By: Christina Jendry  
City Recorder



STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

I, Christina Fernandez, the undersigned duly qualified and acting City Recorder of the City of St. George, Utah (“the City”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the “Council”), had and taken at a lawful meeting of the Council on October 17, 2024, commencing at the hour of 5:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this October 17, 2024.



By: Christina Fernandez  
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Christina Fernandez, the undersigned City Recorder of the City of St. George, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on October 17, 2024, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

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

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

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 17, 2024.



By: Christina Fernandez  
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

**NOTICE OF REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF ST. GEORGE,  
WASHINGTON COUNTY, UTAH**

**Public Notice**

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, October 17, 2024, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

1. **Mayor's recognitions and updates.**
2. **Consent Calendar.**
  - a. **Consider approval to award bid to Holbrook Asphalt for the FY 2025 Crack Seal Project.**

**BACKGROUND and RECOMMENDATION:** A total of ten (10) bids were received. The low bid was from Superior Asphalt in the amount of \$204,160; Holbrook Asphalt submitted a bid in the amount of \$208,987.20 which was within 5% of the lowest bid and per the local preference provision of the city code was able to match Superior's low bid. Staff recommends awarding the bid to Holbrook Asphalt in the amount of \$204,160.

- b. **Consider approval to award bid to Caliber Construction for the construction of the Black Hill Trail project.**

**BACKGROUND and RECOMMENDATION:** This trail was originally going to be built back in 2022, but it was unable to be constructed due to the new stairs that Public Works were going to install. Public Works has almost completed the stairs so we will be able to start construction soon. This project is one of the Recreation G.O. Bond projects. Staff recommends awarding the bid to Caliber Construction in the amount of \$484,171.70.

- c. **Consider approval to award bid to Convergent for the installation of Access Control System for the new City Hall project.**

**BACKGROUND and RECOMMENDATION:** Three (3) bids were received for the City Hall project's new digital locks and security software: Convergent \$120,895.39; Stream Technologies \$170,878.62; and Stone Security \$277,279.70. Staff recommends awarding the bid to Convergent in the amount of \$120,895.39.

- d. **Consider approval of a Reimbursement Agreement with Allan Goeser for the 1050 North Sewer Extension.**

**BACKGROUND and RECOMMENDATION:** The area of 1050 North 1020 West is

currently served by individual septic systems. Mr. Goeser is building on a lot in the area and has agreed to extend the City's sewer line to his property rather than install an individual septic system, with participation from the City. Each year, the Wastewater Collections Division budgets funds for participation of sewer line extensions to eliminate areas of individual septic systems. With this agreement, the City would reimburse the property owner for half of the cost of the sewer line extensions, not to exceed \$71,764. Staff recommends approval of the reimbursement agreement for the sewer line extension.

**e. Consider approval of a Cooperative Agency Agreement for AIP-47 for Pavement Maintenance.**

**BACKGROUND and RECOMMENDATION:** The City of St George was awarded a grant from the FAA for AIP-47 Pavement Maintenance at the St George Regional Airport. This includes runway 1-19, taxiway A & B, West general aviation apron, and East FBO apron. Staff recommends approval.

**f. Consider approval to waive the fees for the Sunrise Market and the Downtown Farmers Market for the use of City-property until December 31, 2025.**

**BACKGROUND and RECOMMENDATION:** This request was discussed at the October 10, 2024 work meeting. The Council was in favor of waiving the fees for reasons discussed at the work meeting.

**g. Consider approval of the minutes from the meetings held on September 19, 2024 and October 3, 2024.**

**3. Public hearing and consideration of Resolution No. 2024-031R to review and approve amendments to the Fiscal Year 2024-25 Budget.**

**BACKGROUND and RECOMMENDATION:** State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution.

**4. Consider approval of Ordinance No. 2024-065 amending a portion of the City Code, Title 10-8C-1, the allowed uses in the Manufacturing Zones. (Case No. 2024-ZRA-016)**

**BACKGROUND and RECOMMENDATION:** This is a request to amend a portion of the City Code, Title 10-8C-1, the allowed uses in the Manufacturing Zones. The applicant would like to use a small portion of their warehousing space for their esthetics, permanent makeup and tattooing. In this amendment city facilities will be moved under Institutional Uses and adding Educational institutions, schools, colleges, learning centers, trade schools, and Religious Facilities as a code clean up item. At their meeting held on September 24, 2024, the Planning Commission held a public hearing and recommended approval with a vote of 4-0; there were no public comments.

**5. Consider approval of Resolution No. 2024-032R authorizing an Interfund Loan from the Transportation Improvement Fund (the "TIF") to the Tech**

**Ridge CDA Fund related to the construction of the east access roadway to Tech Ridge.**

**BACKGROUND and RECOMMENDATION:** The City of St. George approved the construction of the East Access Roadway in the Fiscal Year 2024-25 budget and has decided to borrow the funds necessary from the Transportation Improvement Fund for the construction and improvement costs of the Project for term and repayment schedule not to exceed 10 years or at such time the Tech Ridge CDA Fund has money available to pay off the Loan. The FY 2025 Budget was presented in a public hearing on June 13, 2024 and June 20, 2024 and adopted by the City Council on June 20, 2024. These items can be found in the original budget document of FY2024/2025 on pages 37 (PW Capital Projects) and 402 (Transfers).

6. **Consider approval of Resolution No. 2024-033R providing for the creation of the Tech Ridge Public Infrastructure District, and related matters.**

**BACKGROUND and RECOMMENDATION:** This resolution provides for the creation of the Tech Ridge Public Infrastructure District (District); authorizing and approving a Governing Document; approving an Interlocal Agreement; and approving a Notice of Impending Boundary Action; delegating certain officers of the City authority to approve and execute the final terms and provisions of the Governing Document, the Interlocal Agreement, the Notice of Impending Boundary Action, and any other documents related to the District; authorizing the District to provide services relating to the financing and construction of public infrastructure to serve the district area; appointing a Board of Trustees for the District; authorizing other documents in connection with the District; and related matters.

7. **Appointments to Boards and Commissions of the City.**

8. **Reports from Mayor, Councilmembers, and City Manager.**

9. **Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**

  
Brenda Hatch, Deputy City Recorder

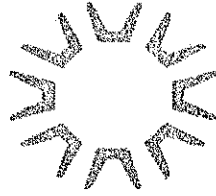
10/11/2024  
Date

**REASONABLE ACCOMMODATION:** The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.



SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE



# St. George

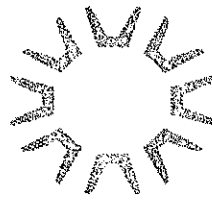
## AMENDED ANNUAL NOTICE OF PUBLIC MEETINGS OF THE CITY OF ST. GEORGE

During the year **2024**, all meetings will be held as follows unless otherwise noticed:

*Please note that all meetings are subject to change.*

The **St. George City Council** will meet the 1st and 3rd Thursdays of each month commencing at 5:00 p.m. at the St. George City Office, 175 E. 200 N., St. George, UT. Work meetings will be held the 2nd, 4th and 5th Thursdays of each month, as necessary, beginning at 4:00 p.m., at the St. George City Office. The schedule for 2024 is as follows:

Thursday, January 4, 2024	at 5:00 p.m.	Thursday, July 11, 2024	at 5:00 p.m.
Thursday, January 11, 2024	at 4:00 p.m.	Thursday, July 18, 2024	at 5:00 p.m.
Thursday, January 18, 2024	at 5:00 p.m.	Thursday, July 25, 2024	at 4:00 p.m.
Thursday, January 25, 2024	at 4:00 p.m.	Thursday, August 1, 2024	at 5:00 p.m.
Thursday, February 1, 2024	at 5:00 p.m.	Thursday, August 8, 2024	at 4:00 p.m.
Thursday, February 8, 2024	at 4:00 p.m.	Thursday, August 15, 2024	at 5:00 p.m.
Thursday, February 15, 2024	at 5:00 p.m.	Thursday, August 22, 2024	at 4:00 p.m.
Thursday, February 22, 2024	at 4:00 p.m.	Thursday, August 29, 2024	at 4:00 p.m.
Thursday, February 29, 2024	at 4:00 p.m.	Thursday, September 5, 2024	at 5:00 p.m.
Thursday, March 7, 2024	at 5:00 p.m.	Thursday, September 12, 2024	at 4:00 p.m.
Thursday, March 14, 2024	at 4:00 p.m.	Thursday, September 19, 2024	at 5:00 p.m.
Thursday, March 21, 2024	at 5:00 p.m.	Thursday, September 26, 2024	at 4:00 p.m.
Thursday, March 28, 2024	at 4:00 p.m.	Thursday, October 3, 2024	at 5:00 p.m.
Thursday, April 4, 2024	at 5:00 p.m.	Thursday, October 10, 2024	at 4:00 p.m.
Thursday, April 11, 2024	at 4:00 p.m.	Thursday, October 17, 2024	at 5:00 p.m.
Thursday, April 18, 2024	at 5:00 p.m.	Thursday, October 24, 2024	at 4:00 p.m.
Thursday, April 25, 2024	at 4:00 p.m.	Thursday, October 31, 2024	at 4:00 p.m.
Thursday, May 2, 2024	at 5:00 p.m.	Thursday, November 7, 2024	at 5:00 p.m.
Thursday, May 9, 2024	at 4:00 p.m.	Thursday, November 14, 2024	at 4:00 p.m.
Thursday, May 16, 2024	at 5:00 p.m.	Thursday, November 21, 2024	at 5:00 p.m.
Thursday, May 23, 2024	at 4:00 p.m.	Thursday, November 28, 2024	at 4:00 p.m.
Thursday, May 30, 2024	at 4:00 p.m.	Thursday, December 5, 2024	at 5:00 p.m.
Thursday, June 6, 2024	at 5:00 p.m.	Thursday, December 12, 2024	at 4:00 p.m.
Thursday, June 13, 2024	at 4:00 p.m.	Thursday, December 19, 2024	at 5:00 p.m.
Thursday, June 20, 2024	at 5:00 p.m.	Thursday, December 26, 2024	at 4:00 p.m.
Thursday, June 27, 2024	at 4:00 p.m.		



# St. George

## AMENDED ANNUAL NOTICE OF PUBLIC MEETINGS OF THE CITY OF ST. GEORGE

During the year **2024**, all meetings will be held as follows unless otherwise noticed:

*Please note that all meetings are subject to change.*

The **St. George Redevelopment Agency** will meet on an as-needed basis as items come in for review at the St. George City Office, 175 E. 200 N., St. George, UT.

The **St. George Municipal Building Authority** will meet on an as-needed basis as items come in for review at the St. George City Office, 175 E. 200 N., St. George, UT.

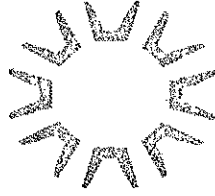
The **St. George Planning Commission** will meet the 2nd and 4th Tuesdays of each month commencing at 5:00 p.m. at the St. George City Office, 175 E. 200 N., St. George, UT. The schedule for 2024 is as follows:

Tuesday, January 9, 2024	at 5:00 p.m.	Tuesday, July 9, 2024	at 5:00 p.m.
Tuesday, January 23, 2024	at 5:00 p.m.	Tuesday, July 23, 2024	at 5:00 p.m.
Tuesday, February 6, 2024	at 5:00 p.m.	Tuesday, August 13, 2024	at 5:00 p.m.
Tuesday, February 20, 2024	at 5:00 p.m.	Tuesday, August 27, 2024	at 5:00 p.m.
Tuesday, March 5, 2024	at 5:00 p.m.	Tuesday, September 10, 2024	at 5:00 p.m.
Tuesday, March 19, 2024	at 5:00 p.m.	Tuesday, September 24, 2024	at 5:00 p.m.
Tuesday, April 9, 2024	at 5:00 p.m.	Tuesday, October 8, 2024	at 5:00 p.m.
Tuesday, April 23, 2024	at 5:00 p.m.	Tuesday, October 22, 2024	at 5:00 p.m.
Tuesday, May 14, 2024	at 5:00 p.m.	Tuesday, November 12, 2024	at 5:00 p.m.
Tuesday, May 28, 2024	at 5:00 p.m.	Tuesday, November 26, 2024	at 5:00 p.m.
Tuesday, June 11, 2024	at 5:00 p.m.	Tuesday, December 10, 2024	at 5:00 p.m.
Tuesday, June 25, 2024	at 5:00 p.m.	Tuesday, December 24, 2024	at 5:00 p.m.

The **St. George Arts Commission** will meet the 4th Thursday of each month at 8:00 a.m. at the Electric Theater, 68 E. Tabernacle St., St. George, UT. The schedule for 2024 is as follows:

Thursday, January 25, 2024	at 8:00 a.m.	Thursday, July 25, 2024	at 8:00 a.m.
Thursday, February 22, 2024	at 8:00 a.m.	Thursday, August 22, 2024	at 7:30 a.m.
Thursday, March 21, 2024	at 8:00 a.m.	Thursday, September 26, 2024	at 7:30 a.m.
Thursday, April 25, 2024	at 8:00 a.m.	Thursday, October 24, 2024	at 7:30 a.m.
Thursday, May 23, 2024	at 8:00 a.m.	Thursday, November 28, 2024	at 7:30 a.m.
Thursday, June 27, 2024	at 8:00 a.m.	Thursday, December 26, 2024	at 7:30 a.m.

The **St. George Shade Tree and Beautification Board** will meet on an as-needed basis as items come in for review at the Parks Division Office, 390 N. 3050 E., St. George, UT.



# St. George

## AMENDED ANNUAL NOTICE OF PUBLIC MEETINGS OF THE CITY OF ST. GEORGE

During the year **2024**, all meetings will be held as follows unless otherwise noticed:

*Please note that all meetings are subject to change.*

The **St. George Hillside Review Board** will meet on an as-needed basis as items come in for review at the St. George City Office, 175 E. 200 N., St. George, UT.

The **St. George Historic Preservation Commission** will meet on an as-needed basis as items come in for review at the St. George City Office, 175 E. 200 N., St. George, UT.

The **St. George Sign Review Board** will meet on an as-needed basis as items come in for review at the St. George City Office, 175 E. 200 N., St. George, UT.

The **Ambulance Services Compliance Committee** will meet on an as-needed basis as items come in for review at the St. George City Office, 175 E. 200 N., St. George, UT.

The **St. George Housing Authority** will meet the 2nd Tuesday of each month at 8:30 a.m. at the Housing Authority Office, 975 N. 1725 W. #101, St. George, UT. The schedule for 2024 is as follows:

Tuesday, January 9, 2024	at 8:30 a.m.	Tuesday, July 9, 2024	at 8:30 a.m.
Tuesday, February 13, 2024	at 8:30 a.m.	Tuesday, August 13, 2024	at 8:30 a.m.
Tuesday, March 12, 2024	at 8:30 a.m.	Tuesday, September 10, 2024	at 8:30 a.m.
Tuesday, April 9, 2024	at 8:30 a.m.	Tuesday, October 8, 2024	at 8:30 a.m.
Tuesday, May 14, 2024	at 8:30 a.m.	Tuesday, November 12, 2024	at 8:30 a.m.
Tuesday, June 11, 2024	at 8:30 a.m.	Tuesday, December 10, 2024	at 8:30 a.m.

Posted this 1st Day of August, 2024

/s/Christina Fernandez  
City Recorder

EXHIBIT B

GOVERNING DOCUMENT

**GOVERNING DOCUMENT**  
**FOR**  
**TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT**  
**ST. GEORGE, UTAH**

Prepared by

Snow Jensen & Reece, P.C.  
St. George, Utah

October 17, 2024



## I. INTRODUCTION

### A. Purpose and Intent.

Pursuant to the provisions of Utah Code Title 17D, Chapter 4, the District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the City only insofar as it may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Infrastructure for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Infrastructure. Furthermore, all City-owned land within the District Area is under contract to be purchased for private development concurrently with the initial issuance of Bonds by the District. The District is not being created to provide any ongoing operations and maintenance services.

### B. Purpose of the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District has been requested in order to finance the construction of the Public Infrastructure required for the Project, which is anticipated to accelerate the overall timing of the Project and its development.

### C. Objective of the City Regarding District's Governing Document.

The City's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Infrastructure from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by Assessments and/or other permitted legal revenue of the District. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from one-time excessive assessment burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose for creating the District is to provide a funding mechanism for the Public Infrastructure associated with development of the Project and to accelerate the development timing and enhance the level of tax base and economic impact within the Project area.

It is the intent that the District dissolve and all real property withdrawn upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Infrastructure that can be funded from Debt to be repaid from Assessments or other permitted legal revenues of the District. The District is also permitted to utilize tax increment revenues (if any) for the repayment of Debt. Generally,

the cost of Public Infrastructure that cannot be funded within these parameters are not costs to be paid by the District.

## II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Assessments: means assessments levied in an assessment area or areas created within the District pursuant to the Assessment Act.

Assessment Act: means Title 11, Chapter 42 of the Utah Code, as amended from time to time and any successor statute thereto.

Board: means the board of trustees of the District.

Bond, Bonds: means bonds issued by the District, for the payment of which the District has promised to collect Assessments.

City: means the City of St. George, Utah

City Code: means the City Code of St. George, Utah.

City Council: means the City Council of St. George, Utah.

Debt: means Bond(s), Assessments, or other obligations, including loans of any property owner, which are legal obligations of the District to repay. The total Debt of the District shall not exceed seventy-five million dollars (\$75,000,000).

Developer: means Tech Ridge Management, LLC, a Utah limited liability company, and its successors and assigns.

District: means Tech Ridge Public Infrastructure District.

District Act: means the Special District Act and the PID Act.

District Area: means the property within the Initial District Boundary, as depicted on the Initial District Boundary Map attached to this Governing Document as Exhibit B, incorporated by reference herein, and as such boundary may be modified from time to time with the approval of the City, as more particularly set forth herein.

End User: means any owner, or tenant of any owner, of any taxable residential improvement within the District. By way of illustration, a resident homeowner, renter is an End User. A person or entity that constructs homes or commercial structures primarily for resale is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Infrastructure may be financed; and (ii) how the Debt is expected to be incurred.

Governing Document: means this Governing Document for the District approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinances and applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundary: means the approved initial boundary of the District, encompassing the District Area, as described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit B**, describing the initial boundary of the District.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an investment banker or individual recognized as a municipal advisor by the MSRB and the SEC; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Off-Site Infrastructure: means Public Infrastructure improvements which are to be located outside the District Area, and which are designed and constructed in whole or in part for the benefit of the Project. Projected Off-Site Infrastructure is identified in **Exhibit C** hereto, which is incorporated herein with this reference.

Project: means the development or property commonly referred to as Tech Ridge or The Tech Ridge Mixed-Use Commercial Development.

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

Public Infrastructure: means a part or all of the Infrastructure, public improvements, facilities, or property authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the Local Government Bonding Act, Utah Code §11-14-103, and which are to be dedicated to and owned by the City or other appropriate public entity to serve the future taxpayers and inhabitants of the District Area as determined by the Board, except as specifically limited in Section V below. Projected Public Infrastructure, including both On-site and Off-Site Infrastructure, is listed in **Exhibit C** hereto, which is incorporated herein with this reference. Other or different Public Infrastructure than what is listed in **Exhibit C** may be financed by the District with the prior approval of the City as set forth herein.

Reimbursement Agreement: means any interlocal agreement between the District and the City whereby the City agrees to pay or reimburse impact fees, pioneering agreement fees, connectors' fees, or any related fee to the District relating to costs of Public Infrastructure.

State: means the State of Utah.

Special District Act: means Title 17B of the Utah Code, as amended from time to time and any successor statute thereto.

Tax Increment Revenue: means tax increment revenues generated and available for use under the applicable provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, of the Utah Code as amended from time to time and any successor statute thereto.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

### **III. BOUNDARY**

The District Area includes approximately **130.93** acres. A legal description of the Initial District Boundary is attached hereto as **Exhibit A**. A map of the District Area and Initial District Boundary is attached hereto as **Exhibit B**. It is anticipated that the District's boundary and the District Area may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-4-201, Utah Code, subject to Article V below.

### **IV. PROPOSED LAND USES**

The District Area consists of approximately 130.93 acres of undeveloped land. Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto.

### **V. DESCRIPTION OF PROPOSED POWERS, INFRASTRUCTURE AND SERVICES**

#### **A. Powers of the District and Governing Document Amendment.**

The District shall have the power and authority to provide the Public Infrastructure within and without the District Area as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Public Infrastructure. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Infrastructure. The District shall dedicate the Public Infrastructure to the City or other appropriate public entity or owners association in a manner consistent with services provided by such entity, and other rules,

regulations, and directions of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Infrastructure not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Administrative Amendments to Approved Public Infrastructure for Financing. The Public Infrastructure identified in **Exhibit C** hereto has been approved by the City for financing by and through the District. Unless otherwise provided by law, **Exhibit C** may be amended as needed (hereafter an "Administrative Amendment"), with the written approval of the PID Board and the City Manager who is hereby designated as the authorized administrative authority empowered to make all final Administrative Amendment decisions. The written approval of any Administrative Amendments shall reference this Governing Document and be recorded with the Washington County Recorder.

3. Construction Standards Limitation. The District will ensure that the Public Infrastructure paid for or reimbursed by the District are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. Developer shall obtain the City's approval of civil engineering plans and all applicable permits for construction and installation of Public Infrastructure prior to performing such work in order to be eligible for financing of or reimbursement for such improvements.

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire, pay for or reimburse for completed or partially completed infrastructure improvements for fair market value as reasonably determined by a third-party engineer acceptable to the City that certifies in writing as part of such fair market value determination.

5. Municipal Advisor Certification. Prior to the issuance of any Debt, the District shall notify the City of its intent to issue Debt and include an updated Financial Plan outlining the specifics related to the proposed Debt. Prior to the issuance of any Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The District shall not include within the District Area any property outside the Initial District Boundary, nor shall it withdraw any property from the District Area, without the prior written consent of the City.

(b) Any annexation or withdrawal shall be in accordance with the applicable requirements of the District Act.

(c) Upon any annexation or withdrawal, such District shall provide the City a description of the revised District Area.

7. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the District Area.

8. No Issuance Before Effective Date. On or before the effective date of this Governing Document and the Interlocal Agreement, the District shall not: (a) issue any Debt; nor (b) impose and collect any Assessments used for the purpose of repayment of Debt.

9. Total Debt Issuance. There is a limit of seventy-five million dollars (\$75,000,000) as the amount of Debt through assessments or bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

11. Enforcement; Governing Document Amendment Requirement.

(a) The City shall be entitled to all remedies available under State and local law to enjoin actions of the District which violate the limitations set forth herein or in the Interlocal Agreement. A violation or breach of the Interlocal Agreement shall constitute a violation of this Governing Document and entitle the City to exercise any or all remedies provided for herein.

(b) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without



the need for numerous amendments. The City shall be entitled to all remedies available under State and local law to enjoin actions of the District which violate the limitations set forth herein.

(c) Subject to the limitations and exceptions contained herein (including the exception for an Administrative Amendment described in Section V.A.2. above), this Governing Document may be amended by passage of a resolutions of the City and the District approving such amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Governing Document expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

12. Power to Approve and Serve as Conduit for C-PACE Financing. In the event that Developer seeks to obtain C-PACE financing, then the District may serve as the conduit for C-PACE financing without any additional review or approval from the City.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Infrastructure within and certain Off-Site Infrastructure without the District Area. An estimate of the costs of the Public Infrastructure and Off-Site Infrastructure which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately **Ninety-eight Million Dollars (\$98,000,000.00)**, as may be adjusted from time to time.

All of the Public Infrastructure will be designed in such a way as to assure that the Public Infrastructure standards will be compatible with those of the City and/or any other applicable public entity. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

**VI. THE BOARD OF TRUSTEES**

A. Board Composition. The Board shall be composed of three (3) Trustees who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall hold at large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustees 1 and 2 shall serve an initial term of six (6) years; Trustee 3 shall serve an initial term of four (4) years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, and consistent with the property owners' waiver of the residency requirement in the Petition to create the District, appointed Trustees shall not be required to be residents of the District.

B. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, a Trustee shall be appointed or reappointed to such seat by the City Council pursuant to the PID Act. In the event that no qualified candidate files to be considered for appointment, such seat may be filled in accordance with the Special District Act.

C. Vacancy. Any vacancy on the Board shall be filled pursuant to the Special District Act. In the event of a vacancy, the City Council will accept for consideration a written nomination

from the remaining Board of an individual who qualifies to serve as a property owner, officer of a property owner, or agent of a property owner within the District, or of an eligible registered voter residing within the District.

D. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

E. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with §17D-4-202 and §67-16-9, Utah Code, shall be entitled to vote on all matters which come before the Board.

## VII. OFF-SITE INFRASTRUCTURE

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of Off-Site Infrastructure and fund the administration and overhead costs related to the provisions of Off-Site Infrastructure.

## VIII. FINANCIAL PLAN

### A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Infrastructure from its revenues and by and through the proceeds of Debt to be issued by the District. In addition, the District shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived from Assessments, Tax Increment Revenues, and other legally available revenues. The District is not permitted to levy a property tax. The total Debt shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Bonds may also be issued to refund a prior issuance of debt by the District. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including Assessments. The District may also rely upon various other revenue sources authorized by law. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The maximum interest rate on any Debt, shall not exceed ten (10%). The maximum underwriting discount will be two and one-half percent (2.5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities. The foregoing maximum interest rate and underwriting discount may be waived in writing by the City without amendment of this Governing Document.

### B. Debt Repayment Sources.

(a) The District may rely upon various revenue sources authorized by law. At the District's discretion, these may include the use of Tax Increment Revenue, amounts received pursuant to one or more pioneering agreements, the power to assess Assessments.

(b) All Assessments imposed by the District on a residential parcel or unit shall be payable at or before the time any real property is transferred to an End User with respect to such parcel.

(c) The City and the District may enter into one or more Reimbursement or Credit Agreements, whereby the City shall agree to reimburse or credit the District for impact fees relating to costs of Public Infrastructure, consistent with the Impact Fees Act. Such Reimbursement or Credit Agreements shall apply so long as the District has Debt outstanding and to any individual or entity that is not subject to Assessments of the District. In the event the District receives such value in the form of credits and not monetary reimbursement, the City will agree that the District can sell or transfer such credits to the developer or another entity that can benefit from them.

(d) The District shall not be permitted to charge an End User any portion of the costs of Public Infrastructure.

C. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the District Area.

D. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

E. District's Operating Costs.

The estimated initial cost of surveying and engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars (\$75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Infrastructure, the District will require operating funds for administration and to plan and cause the Public Infrastructure to be constructed. Operating costs are anticipated to primarily include accounting services, legal services, engineering services, trustee services, annual audits, and insurance premiums. The first year's operating budget is estimated to be approximately Sixty-five Thousand Dollars (\$65,000) which is anticipated to be derived from District revenues or borne by Developer and reimbursed by the District. Debt issued by the District may include funds to cover such administrative costs of the District until the revenue of the District is anticipated to be sufficient to pay such costs. Developer will not utilize any Tax Increment Revenue to pay District administrative or operating costs.

F. Bond and Disclosure Counsel; Municipal Advisor.

The District agrees it will use nationally recognized Bond Counsel and Municipal Advisory firms experienced in the issuance of public infrastructure district debt in the issuance of all Debt.

G. Notice to City Prior to Bond Issuance.

The District shall deliver written notice to the City of the anticipated terms of issuance prior to issuance of any Bonds as set forth in Article V, Section A.4 herein.

H. Obligation to Pay Debt Prior to Transfer: Prior to the transfer to any End User, the debt or obligation for assessment shall be retired and the property transferred free and clear of said obligations. The satisfaction of the debt or obligation for assessment relating to a property being sold, from the proceeds of sale, and release of the associated lien or liens securing such debt or obligation, as part of closing and settlement handled by a title company, escrow agent, or attorney, shall satisfy this requirement.

**IX. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the City Recorder's Office no later than 210 days following the end of such District's fiscal year, beginning with fiscal year 2024.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.

2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers, and progress towards milestones required for transition to elected Board;
4. District office contact information, if changed;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District as of the last day of the prior fiscal year, if any;
7. Status of the District's construction of or payment or reimbursement the Public Infrastructure as of December 31 of the prior year and listing all facilities and improvements constructed, paid for, or reimbursed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;
10. Current year budget; and
11. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute).

## **X. DISSOLUTION**

Upon repayment of defeasance of the Debt of the District, the District agrees to file a petition for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution of the District occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

## **XI. DISCLOSURE TO PURCHASERS**

(a) Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation, the Board shall record a notice with the recorder of Washington County. Such notice shall (i) contain a description of the boundary of the District, (ii) state that a copy of this Governing Document is on file at the office of the City, (iii) state that the District may finance and repay infrastructure and other improvements through Assessments; and (iv) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

(b) The Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in (a) of this Article XI;
- (2) Such disclosures shall be contained on a separate, orange-colored page of the applicable closing or lease documents and shall require a signature of such purchaser and/or tenant acknowledging the foregoing.

## **XII. INTERLOCAL AGREEMENT**

The form of the Interlocal Agreement, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. In the event of any conflict between the terms this Governing Document and the Interlocal Agreement, this Governing Document shall control. The District shall approve the Interlocal Agreement in the form attached as **Exhibit D** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit D** at the public hearing approving the Governing Document.

### LIST OF EXHIBITS

<b>EXHIBIT A</b>	Legal Descriptions
<b>EXHIBIT B</b>	Initial District Boundary Map
<b>EXHIBIT C</b>	Projected On-site and Off-Site Public Infrastructure
<b>EXHIBIT D</b>	Interlocal Agreement between the District and St. George City



## EXHIBIT A

### Legal Description

Beginning at a point which is North 88°45'38" West 997.658 feet along the North section line from the Northeast corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base Meridian and running thence along said North section line North 88°45'38" West 97.058 feet; thence South 00°00'04" West 13.331 feet; thence South 58°45'56" East 71.90 feet; thence South 30°10'40" East 43.12 feet; thence South 81°37'45" East 27.22 feet; thence South 33°49'05" East 43.61 feet; thence South 17°31'24" East 93.46 feet; thence South 03°53'11" East 117.31 feet; thence South 33°45'55" West 91.82 feet; thence North 89°28'11" West 174.53 feet; thence South 32°35'31" West 102.88 feet; thence South 43°05'16" West 366.36 feet to the point of curvature of a curve to the left having a radius of 379.76 feet; thence Southwesterly 261.97 feet along the arc of said curve through a central angle of 39°31'28", the chord of which bears South 23°19'32" West for a distance of 256.81 feet, to the point of compound curvature of a curve to the left having a radius of 2363.47 feet; thence Southwesterly 213.94 feet along the arc of said curve through a central angle of 05°11'11", the chord of which bears South 00°58'13" West for a distance of 213.87 feet, to the point of compound curvature of a curve to the left having a radius of 290.00 feet; thence Southeasterly 222.23 feet along the arc of said curve through a central angle of 43°54'23", the chord of which bears South 23°34'34" East for a distance of 216.83 feet, to the point of reverse curvature of a curve to the right having a radius of 483.39 feet; thence Southeasterly 147.01 feet along the arc of said curve through a central angle of 17°25'30", the chord of which bears South 36°49'01" East for a distance of 146.44 feet, to a point of non-tangency; thence South 89°28'11" East 42.68 feet; thence South 00°37'38" West 1356.102 feet to a point on the arc of a non-tangent curve to the right having a radius of 1120.38 feet; thence Southwesterly 283.68 feet along the arc of said curve through a central angle of 14°30'25", the chord of which bears South 17°01'20" West for a distance of 282.92 feet, to a point on the arc of a non-tangent curve to the left having a radius of 5321.41 feet; thence Southwesterly 328.16 feet along the arc of said curve through a central angle of 03°32'00", the chord of which bears South 26°01'06" West for a distance of 328.11 feet, to a point of non-tangency; thence South 02°11'38" East 263.982 feet; thence South 16°26'52" West 119.033 feet; thence South 12°42'15" East 338.266 feet; thence South 17°25'19" West 185.63 feet; thence South 00°42'37" West 128.289 feet; thence South 09°19'45" West 217.084 feet; thence South 00°53'12" East 274.171 feet; thence South 08°45'04" West 85.642 feet; thence South 02°08'21" East 203.281 feet; thence South 14°48'03" East 261.789 feet; thence South 01°23'04" West 208.355 feet; thence South 78°02'36" West 141.141 feet; thence North 88°37'13" West 141.167 feet; thence North 57°43'21" West 193.165 feet; thence North 34°55'27" West 172.902 feet; thence North 00°24'46" East 332.805 feet; thence North 29°50'04" West 289.32 feet; thence North 07°46'29" East 126.241 feet; thence North 10°43'44" West 313.614 feet; thence North 05°53'46" East 367.559 feet; thence North 09°05'27" East 129.98 feet; thence North 05°37'38" West 362.876 feet; thence North 17°36'31" West 152.702 feet; thence North 02°59'26" West 109.872 feet; thence North 13°21'41" East 206.906 feet; thence North 02°31'04" East 144.384 feet; thence North 17°01'00" West 108.082 feet; thence North 29°29'41" West 130.031 feet; thence North 06°42'17" West 248.893 feet; thence North 26°21'49" West 259.242 feet; thence North 39°35'28" West 517.225 feet; thence North 15°34'06" East 97.543 feet; thence North 32°29'04" East 69.232 feet; thence North 47°48'51" East 368.579 feet; thence North 15°23'00" West 251.51 feet; thence North 16°22'25" East 181.753 feet; thence North 13°00'07" West

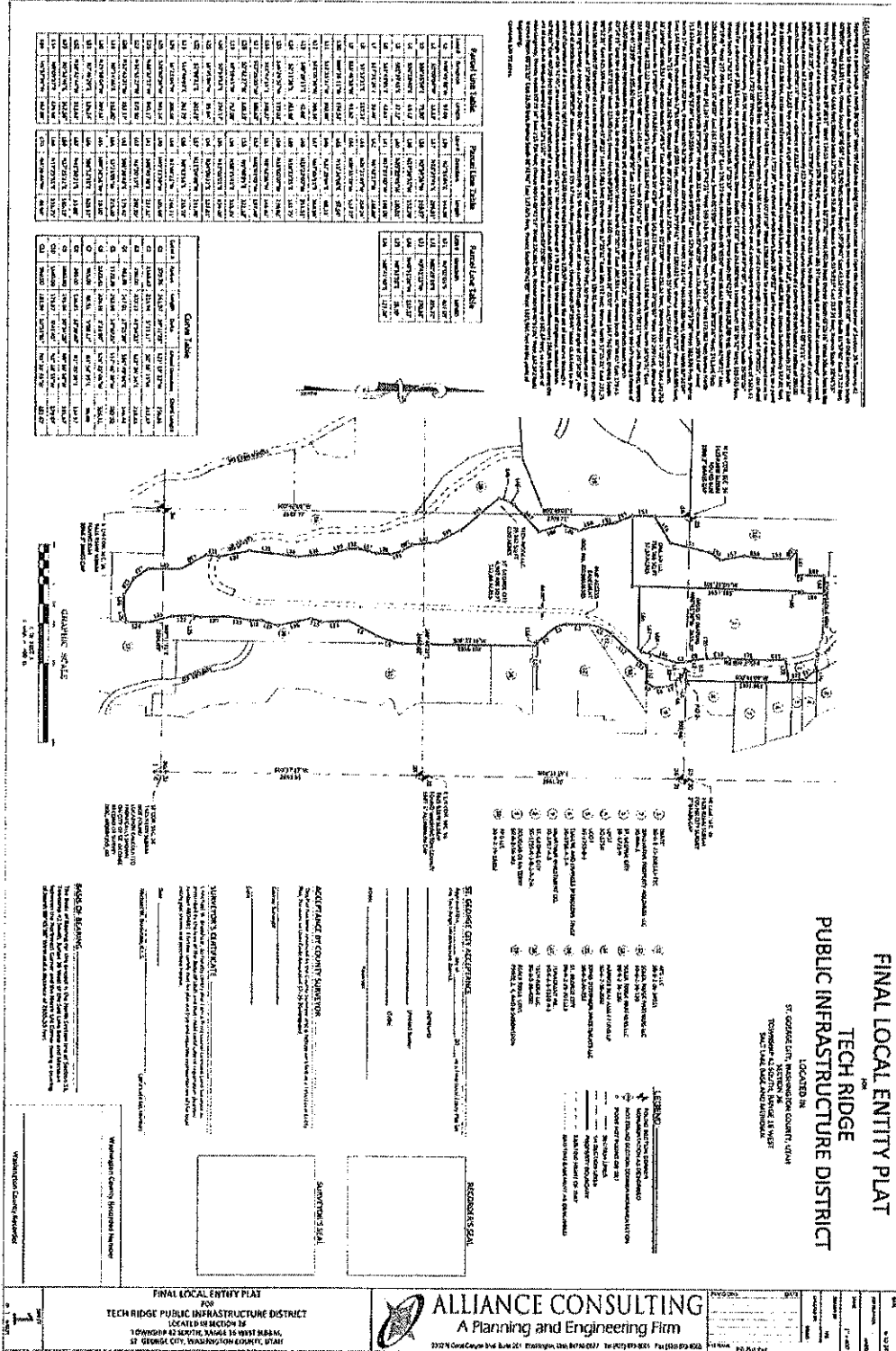
218.824 feet; thence North 09°42'58" West 145.617 feet; thence North 22°01'01" West 197.399 feet; thence North 00°40'01" East 222.122 feet; thence North 58°35'41" East 315.347 feet; thence North 13°05'01" East 413.998 feet; thence North 34°06'31" East 137.808 feet; thence North 11°04'48" West 241.48 feet; thence North 08°43'53" East 215.744 feet; thence North 01°04'21" West 248.706 feet; thence North 45°23'59" West 105.60 feet; thence South 88°49'36" East 237.118 feet to a point on the arc of a non-tangent curve to the left having a radius of 965.00 feet; thence Northeasterly 86.51 feet along the arc of said curve through a central angle of 05°08'12", the chord of which bears North 03°54'19" East for a distance of 86.48 feet, to the point of tangency; thence North 01°20'13" East 202.851 feet; thence South 88°38'43" East 179.43 feet; thence South 01°21'09" West 225.00 feet; thence North 88°38'51" West 18.00 feet; thence South 01°21'09" West 1657.765 feet; thence South 88°52'31" East 625.509 feet; thence North 43°30'21" East 51.881 feet; thence North 17°25'31" East 105.192 feet to a point on the Westerly Right of Way of Tech Ridge Drive; thence along said Westerly Right of Way through the following seven (7) courses: North 17°25'31" East 231.75 feet to the point of curvature of a non-tangent curve to the left having a radius of 240.00 feet; thence Northeasterly 136.81 feet along the arc of said curve through a central angle of 32°39'40", the chord of which bears North 01°05'38" East for a distance of 134.97 feet, to the point of reverse curvature of a curve to the right having a radius of 1040.00 feet; thence Northwesterly 191.94 feet along the arc of said curve through a central angle of 10°34'28", the chord of which bears North 09°56'58" West for a distance of 191.67 feet to the point of tangency; thence North 04°39'44" West 48.64 feet to the point of curvature of a curve to the right having a radius of 1540.00 feet; thence Northwesterly 179.97 feet along the arc of said curve through a central angle of 06°41'45", the chord of which bears North 01°18'51" West for a distance of 179.87 feet, to the point of tangency; thence North 02°02'01" East 407.09 feet to the point of curvature of a curve to the left having a radius of 960.00 feet; thence Northwesterly 181.94 feet along the arc of said curve through a central angle of 10°51'31", the chord of which bears North 03°23'45" West for a distance of 181.67 feet, to a point of non-tangency; thence North 80°29'18" East 215.724 feet; thence North 03°41'13" West 170.881 feet; thence North 40°51'26" West 137.372 feet; thence North 00°51'19" East 18.99 feet; thence South 88°41'40" East 127.025 feet; thence South 00°41'09" West 1331.961 feet to the point of beginning.  
 Contains 130.93 acres.

Included Parcels:

<b>Parcel</b>	<b>Total Parcel Acres</b>	<b>District Area Acres</b>	<b>Owner</b>	<b>Notes</b>
SG-6-2-25-201123	188.69	<b>112.66</b>	City of St. George	Balance of land to be purchased by Tech Ridge, LLC
SG-6-2-25-230-C1T	17.37	<b>17.37</b>	One.Six, LLC	
SG-6-2-36-4201	9.21	<b>.90</b>	Tech Ridge, LLC	
<b>Total</b>	215.27	<b>130.93</b>		

# EXHIBIT B

## District Area Map



## EXHIBIT C

### Projected On-Site and Off-Site Public Infrastructure

Tech Ridge Community Development Project Area Projected Uses			
	Project Area Budget		Revised Public Infrastructure Budget
	Off-Sites	LYRB - Oct 2023	
Tech Ridge Roads & Utils Phase 1		\$3,972,360	\$3,972,360
Tech Ridge Parkway Reconstruction		\$870,870	\$870,870
Tech Ridge Roads & Utils Phase 2b		\$3,926,386	\$4,500,000
Tech Ridge Roads & Utils Phase 3		\$6,479,307	\$6,479,307
Tech Ridge Drive Reconstruction		\$1,350,040	\$1,350,000
Donlee Dr./Knowledge Way/390 S		\$3,094,300	\$3,094,300
Cloud Drive	Off-Site		\$8,760,000
Pavilion			\$2,280,000
Sewer Extension		\$421,000	\$1,070,000
Rim Trail and Span Bridges		\$6,516,565	\$6,516,565
West Concrete Stairs	Off-Site	\$719,400	\$1,000,000
Detention Pond	Off-Site	\$45,067	\$520,000
Secondary Access Roads		\$1,257,882	\$1,257,882
District Roadways		\$1,767,823	\$1,767,823
<b>Total Developer Uses</b>		<b>\$30,421,000</b>	<b>\$43,439,107</b>

**EXHIBIT D**

**Interlocal Agreement between the District and St. George City**

*(See following pages)*

**INTERLOCAL AGREEMENT BETWEEN**  
**CITY OF ST. GEORGE, UTAH**  
**AND**  
**TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF ST. GEORGE, a political subdivision of the State of Utah (“City”), and TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah (“District”). The City and the District are together referred to as the Parties.

**RECITALS**

WHEREAS, the District was organized to exercise powers as are more specifically set forth in the District’s Governing Document approved by the City on \_\_\_\_\_, 2024 (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

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

**COVENANTS AND AGREEMENTS**

1. Public Infrastructure. The District shall dedicate the Public Infrastructure (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with services provided by such entity, and other rules, regulations, and directions of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Infrastructure not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto.

2. Construction Standards. The District will ensure that the Public Infrastructure constructed, paid for, or reimbursed by the District are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The District will require the Developer to obtain the City’s approval of civil engineering plans and to obtain all applicable permits for construction and installation of Public Infrastructure prior to performing such work in order to be eligible for financing of or reimbursement for such improvements.

3. Municipal Advisor Certification. Prior to the issuance of any Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion Limitation. The District shall not include within the District Area any property outside the Initial District Boundary, nor shall it withdraw any property from the District Area, without the prior written consent of the City.

5. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the District Area.

6. No Issuance Before Effective Date. On or before the effective date of the Governing Document and this Agreement, the District shall not: (a) issue any Debt; nor (b) impose and collect any Assessments or fees used for the purpose of repayment of Debt.

7. Total Debt Issuance. There shall be a limit on the amount of any Debt the District may issue in the amount of seventy-five million dollars (\$75,000,000).

8. Bankruptcy. All of the limitations contained in the Governing Document have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

9. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition for dissolution, pursuant to applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

10. Disclosure to Purchasers.

(a) Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation, the Board shall record a notice with the recorder of Washington County. Such notice shall (i) contain a description of the boundary of the District, (ii) state that a copy of this Governing Document is on file at the office of the City, (iii) state that the District may finance and repay infrastructure and other improvements through Assessments; and (iv) if applicable, stating that the Debt may be converted to General Obligation Debt and outlining the provisions relating to such conversion. Such notice shall further be filed with the City.

(b) The Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in (a) of this Section 10;
- (2) Such disclosures shall be contained on a separate, orange-colored page of the applicable closing or lease documents and shall require a signature of such purchaser and/or tenant acknowledging the foregoing.

11. Notice to City Prior to Bond Issuance. The District shall deliver written notice to the City of the anticipated terms of issuance prior to the issuance of any Bonds.

12. Annual Report. Each District shall be responsible for submitting an annual report to the City Recorder's Office no later than 210 days after the close of the District's fiscal year, commencing fiscal year 2024, containing the information set forth in Section IX of the Governing Document.

13. Off-Site Infrastructure. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of Off-Site Infrastructure.

14. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Tech Ridge Public Infrastructure District c/o Snow Jensen & Reece, PC 912 W. 1600 S., Ste. B200 St. George, UT 84770 Attn: Matthew J. Ence Phone: (435) 628-3688 Email: sjlaw@snowjensen.com
------------------	--

To the City:	St. George City
--------------	-----------------



175 E. 200 N.  
St. George, UT 84770  
Attn: City Council  
Phone: (435) 627-4000  
[cityrecorder@sgcity.org](mailto:cityrecorder@sgcity.org)

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

15. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

16. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

17. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

18. Remedies to the City. The City shall be entitled to all remedies available under State and local law to enjoin actions of the District which violate the limitations set forth herein or in the Governing Document. A violation or breach of the Governing Document shall constitute a violation of this Interlocal Agreement and entitle the City to exercise any or all remedies provided for herein.

19. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

20. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

21. Conflict. In the event of any conflict between the terms of the Governing Document and this Interlocal Agreement, the Governing Document shall control.

22. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

23. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

24. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

25. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

27. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

28. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

**[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]**

**TECH RIDGE PUBLIC  
INFRASTRUCTURE DISTRICT**

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM: \_\_\_\_\_

**ST. GEORGE CITY, UTAH**

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Recorder

APPROVED AS TO FORM: \_\_\_\_\_

EXHIBIT C

NOTICES OF BOUNDARY ACTION

**NOTICE OF IMPENDING BOUNDARY ACTION**

**Creation of  
Tech Ridge Public Infrastructure District**

**TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of St. George, Utah (the "Council"), acting in its capacity as the creating entity for the Tech Ridge Public Infrastructure District (the "District") pursuant to Utah Code Ann. §§17D-4-201(2)(c) and 17B-1-213(5)(a), at a regular meeting of the Council, duly convened pursuant to notice, on October 17, 2024, adopted a *Resolution Providing for the Creation of Tech Ridge Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT "B" hereto and incorporated with this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

**WHEREFORE**, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §§17B-1-215 and 67-1a-6.5.

**DATED** this 17<sup>th</sup> day of October, 2024.

**CITY COUNCIL, THE CITY OF ST. GEORGE,  
UTAH, acting in its capacity as the creating authority  
for Tech Ridge Public Infrastructure District**

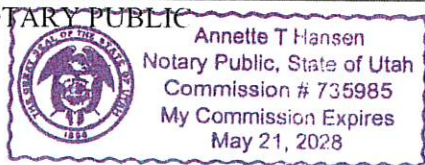
By: Michael Randall  
AUTHORIZED REPRESENTATIVE

**VERIFICATION**

STATE OF UTAH            )  
  :SS.  
COUNTY OF UTAH        )

SUBSCRIBED AND SWORN to before me this Oct 17, 2024.

Annette Hansen  
NOTARY PUBLIC



**EXHIBIT "A"**  
**TO NOTICE OF IMPENDING BOUNDARY ACTION**

**Copy of the Creation Resolution**  
*(See following pages)*

RESOLUTION 2024-033R

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF ST. GEORGE, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT (THE "DISTRICT") AS AN INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT, AN INTERLOCAL AGREEMENT, AND A NOTICE OF BOUNDARY ACTION; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE AND EXECUTE THE FINAL TERMS AND PROVISIONS OF THE GOVERNING DOCUMENT, THE INTERLOCAL AGREEMENT, THE NOTICE OF BOUNDARY ACTION AND ANY OTHER DOCUMENTS RELATED THERETO; AUTHORIZING THE DISTRICT TO PROVIDE SERVICES RELATING TO THE FINANCING AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE TO SERVE THE DISTRICT AREA; APPOINTING A BOARD OF TRUSTEES FOR THE DISTRICT; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the City requesting adoption by resolution the approval of the creation of a public infrastructure district pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the "Act") within the boundaries of the City, for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure district by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the "Property Owners"); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the City properly published notice of the public meeting in compliance with the applicable requirements of the Utah code; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public meeting on the Petition; and

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Section 17D-4-202(9) of the PID Act; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the District under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B and an Interlocal Agreement between the City and the District, attached to the Governing Document as Governing Document Exhibit C; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit C (the "Boundary Notice") and a Final Local Entity Plat to be submitted therewith (the "Plat").

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

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.
2. The District is hereby created as a separate entity from the City in accordance with the Governing Document and the Act. The boundary of the District shall be as set forth in the Plat.
3. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure to serve the District Area.
4. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the City, and the organization of the District pursuant to the PID Act is hereby approved.
5. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.
6. The District Board for each of the District is hereby appointed as follows:
  - (a) Trustee 1 – Isaac Barlow for an initial six-year term.
  - (b) Trustee 2 – David Nilsson for an initial six-year term.
  - (c) Trustee 3 – Brad Buhanan for an initial four-year term.



(d) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

7. The Council does hereby authorize the Mayor to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

8. Prior to certification of the creation of the District by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor or her designee to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notices or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

9. The Board of Trustees of the District (the "District Board") is hereby authorized and directed to record such Governing Document with the recorder of Utah County within thirty (30) days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

10. 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.

11. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

12. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, Utah, this  
17th day of October, 2024.



CITY OF ST. GEORGE, UTAH

By: Michael Randall  
Mayor

ATTEST:

By: Christine Jewley  
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

By: Michael Randall  
Mayor

ATTEST:

By: Christina Dowling  
City Recorder

STATE OF UTAH                    )  
  : ss.  
COUNTY OF UTAH                )

I, Christina Fernandez, the undersigned duly qualified and acting City Recorder of the City of St. George, Utah (“the City”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the “Council”), had and taken at a lawful meeting of the Council on October 17, 2024, commencing at the hour of 5:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this October 17, 2024.



By: Christina Fernandez  
City Recorder

**EXHIBIT "B"**  
**TO NOTICE OF IMPENDING BOUNDARY ACTION**

**Legal Description and Final Local Entity Plat**

Beginning at a point which is North 88°45'38" West 997.658 feet along the North section line from the Northeast corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base Meridian and running thence along said North section line North 88°45'38" West 97.058 feet; thence South 00°00'04" West 13.331 feet; thence South 58°45'56" East 71.90 feet; thence South 30°10'40" East 43.12 feet; thence South 81°37'45" East 27.22 feet; thence South 33°49'05" East 43.61 feet; thence South 17°31'24" East 93.46 feet; thence South 03°53'11" East 117.31 feet; thence South 33°45'55" West 91.82 feet; thence North 89°28'11" West 174.53 feet; thence South 32°35'31" West 102.88 feet; thence South 43°05'16" West 366.36 feet to the point of curvature of a curve to the left having a radius of 379.76 feet; thence Southwesterly 261.97 feet along the arc of said curve through a central angle of 39°31'28", the chord of which bears South 23°19'32" West for a distance of 256.81 feet, to the point of compound curvature of a curve to the left having a radius of 2363.47 feet; thence Southwesterly 213.94 feet along the arc of said curve through a central angle of 05°11'11", the chord of which bears South 00°58'13" West for a distance of 213.87 feet, to the point of compound curvature of a curve to the left having a radius of 290.00 feet; thence Southeasterly 222.23 feet along the arc of said curve through a central angle of 43°54'23", the chord of which bears South 23°34'34" East for a distance of 216.83 feet, to the point of reverse curvature of a curve to the right having a radius of 483.39 feet; thence Southeasterly 147.01 feet along the arc of said curve through a central angle of 17°25'30", the chord of which bears South 36°49'01" East for a distance of 146.44 feet, to a point of non-tangency; thence South 89°28'11" East 42.68 feet; thence South 00°37'38" West 1356.102 feet to a point on the arc of a non-tangent curve to the right having a radius of 1120.38 feet; thence Southwesterly 283.68 feet along the arc of said curve through a central angle of 14°30'25", the chord of which bears South 17°01'20" West for a distance of 282.92 feet, to a point on the arc of a non-tangent curve to the left having a radius of 5321.41 feet; thence Southwesterly 328.16 feet along the arc of said curve through a central angle of 03°32'00", the chord of which bears South 26°01'06" West for a distance of 328.11 feet, to a point of non-tangency; thence South 02°11'38" East 263.982 feet; thence South 16°26'52" West 119.033 feet; thence South 12°42'15" East 338.266 feet; thence South 17°25'19" West 185.63 feet; thence South 00°42'37" West 128.289 feet; thence South 09°19'45" West 217.084 feet; thence South 00°53'12" East 274.171 feet; thence South 08°45'04" West 85.642 feet; thence South 02°08'21" East 203.281 feet; thence South 14°48'03" East 261.789 feet; thence South 01°23'04" West 208.355 feet; thence South 78°02'36" West 141.141 feet; thence North 88°37'13" West 141.167 feet; thence North 57°43'21" West 193.165 feet; thence North 34°55'27" West 172.902 feet; thence North 00°24'46" East 332.805 feet; thence North 29°50'04" West 289.32 feet; thence North 07°46'29" East 126.241 feet; thence North 10°43'44" West 313.614 feet; thence North 05°53'46" East 367.559 feet; thence North 09°05'27" East 129.98 feet; thence North 05°37'38" West 362.876 feet; thence North 17°36'31" West 152.702 feet; thence North 02°59'26" West 109.872 feet; thence North 13°21'41" East 206.906 feet; thence North 02°31'04" East 144.384 feet; thence North 17°01'00" West 108.082 feet; thence North 29°29'41" West 130.031 feet; thence North 06°42'17" West 248.893 feet; thence North 26°21'49" West 259.242 feet; thence North 39°35'28" West 517.225 feet; thence North 15°34'06" East 97.543 feet; thence North 32°29'04" East 69.232 feet; thence North 47°48'51" East 368.579 feet; thence North 15°23'00"

West 251.51 feet; thence North 16°22'25" East 181.753 feet; thence North 13°00'07" West 218.824 feet; thence North 09°42'58" West 145.617 feet; thence North 22°01'01" West 197.399 feet; thence North 00°40'01" East 222.122 feet; thence North 58°35'41" East 315.347 feet; thence North 13°05'01" East 413.998 feet; thence North 34°06'31" East 137.808 feet; thence North 11°04'48" West 241.48 feet; thence North 08°43'53" East 215.744 feet; thence North 01°04'21" West 248.706 feet; thence North 45°23'59" West 105.60 feet; thence South 88°49'36" East 237.118 feet to a point on the arc of a non-tangent curve to the left having a radius of 965.00 feet; thence Northeasterly 86.51 feet along the arc of said curve through a central angle of 05°08'12", the chord of which bears North 03°54'19" East for a distance of 86.48 feet, to the point of tangency; thence North 01°20'13" East 202.851 feet; thence South 88°38'43" East 179.43 feet; thence South 01°21'09" West 225.00 feet; thence North 88°38'51" West 18.00 feet; thence South 01°21'09" West 1657.765 feet; thence South 88°52'31" East 625.509 feet; thence North 43°30'21" East 51.881 feet; thence North 17°25'31" East 105.192 feet to a point on the Westerly Right of Way of Tech Ridge Drive; thence along said Westerly Right of Way through the following seven (7) courses: North 17°25'31" East 231.75 feet to the point of curvature of a non-tangent curve to the left having a radius of 240.00 feet; thence Northeasterly 136.81 feet along the arc of said curve through a central angle of 32°39'40", the chord of which bears North 01°05'38" East for a distance of 134.97 feet, to the point of reverse curvature of a curve to the right having a radius of 1040.00 feet; thence Northwesterly 191.94 feet along the arc of said curve through a central angle of 10°34'28", the chord of which bears North 09°56'58" West for a distance of 191.67 feet to the point of tangency; thence North 04°39'44" West 48.64 feet to the point of curvature of a curve to the right having a radius of 1540.00 feet; thence Northwesterly 179.97 feet along the arc of said curve through a central angle of 06°41'45", the chord of which bears North 01°18'51" West for a distance of 179.87 feet, to the point of tangency; thence North 02°02'01" East 407.09 feet to the point of curvature of a curve to the left having a radius of 960.00 feet; thence Northwesterly 181.94 feet along the arc of said curve through a central angle of 10°51'31", the chord of which bears North 03°23'45" West for a distance of 181.67 feet, to a point of non-tangency; thence North 80°29'18" East 215.724 feet; thence North 03°41'13" West 170.881 feet; thence North 40°51'26" West 137.372 feet; thence North 00°51'19" East 18.99 feet; thence South 88°41'40" East 127.025 feet; thence South 00°41'09" West 1331.961 feet to the point of beginning.  
Contains 130.93 acres.

Parcel Nos.:

SG-6-2-25-201123

SG-6-2-25-230-C1T

SG-6-2-36-4201







**NOTICE OF IMPENDING BOUNDARY ACTION**

**Creation of  
Tech Ridge Public Infrastructure District**

**TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of St. George, Utah (the "Council"), acting in its capacity as the creating entity for the Tech Ridge Public Infrastructure District (the "District") pursuant to Utah Code Ann. §§17D-4-201(2)(c) and 17B-1-213(5)(a), at a regular meeting of the Council, duly convened pursuant to notice, on October 17, 2024, adopted a *Resolution Providing for the Creation of Tech Ridge Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT "B" hereto and incorporated with this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

**WHEREFORE**, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §§17B-1-215 and 67-1a-6.5.

**DATED** this 17th day of October, 2024.

**CITY COUNCIL, THE CITY OF ST. GEORGE,  
UTAH, acting in its capacity as the creating authority  
for Tech Ridge Public Infrastructure District**

By: Michael Randall  
AUTHORIZED REPRESENTATIVE

**VERIFICATION**

STATE OF UTAH            )  
  :SS.  
COUNTY OF UTAH        )

SUBSCRIBED AND SWORN to before me this Oct 17, 2024.

Annette Hansen  
NOTARY PUBLIC



**EXHIBIT "A"**  
**TO NOTICE OF IMPENDING BOUNDARY ACTION**

**Copy of the Creation Resolution**  
*(See following pages)*

RESOLUTION 2024-033R

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF ST. GEORGE, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT (THE "DISTRICT") AS AN INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT, AN INTERLOCAL AGREEMENT, AND A NOTICE OF BOUNDARY ACTION; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE AND EXECUTE THE FINAL TERMS AND PROVISIONS OF THE GOVERNING DOCUMENT, THE INTERLOCAL AGREEMENT, THE NOTICE OF BOUNDARY ACTION AND ANY OTHER DOCUMENTS RELATED THERETO; AUTHORIZING THE DISTRICT TO PROVIDE SERVICES RELATING TO THE FINANCING AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE TO SERVE THE DISTRICT AREA; APPOINTING A BOARD OF TRUSTEES FOR THE DISTRICT; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the City requesting adoption by resolution the approval of the creation of a public infrastructure district pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the "Act") within the boundaries of the City, for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure district by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the "Property Owners"); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the City properly published notice of the public meeting in compliance with the applicable requirements of the Utah code; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public meeting on the Petition; and

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Section 17D-4-202(9) of the PID Act; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the District under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B and an Interlocal Agreement between the City and the District, attached to the Governing Document as Governing Document Exhibit C; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit C (the "Boundary Notice") and a Final Local Entity Plat to be submitted therewith (the "Plat").

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

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a separate entity from the City in accordance with the Governing Document and the Act. The boundary of the District shall be as set forth in the Plat.

3. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure to serve the District Area.

4. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the City, and the organization of the District pursuant to the PID Act is hereby approved.

5. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.

6. The District Board for each of the District is hereby appointed as follows:

(a) Trustee 1 – Isaac Barlow for an initial six-year term.

(b) Trustee 2 – David Nilsson for an initial six-year term.

(c) Trustee 3 – Brad Buhanan for an initial four-year term.

(d) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

7. The Council does hereby authorize the Mayor to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

8. Prior to certification of the creation of the District by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor or her designee to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notices or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

9. The Board of Trustees of the District (the "District Board") is hereby authorized and directed to record such Governing Document with the recorder of Utah County within thirty (30) days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

10. 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.

11. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

12. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, Utah, this  
17th day of October, 2024.



CITY OF ST. GEORGE, UTAH

By: Michael Randall  
Mayor

ATTEST:

By: Christina Gonzalez  
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

By: Michael Randall  
Mayor

ATTEST:

By: Christina Jenkins  
City Recorder

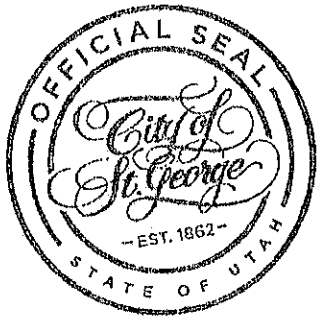
STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

I, Christina Fernandez, the undersigned duly qualified and acting City Recorder of the City of St. George, Utah ("the City"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the "Council"), had and taken at a lawful meeting of the Council on October 17, 2024, commencing at the hour of 5:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this October 17, 2024.



By: Christina Fernandez  
City Recorder



**EXHIBIT "B"**  
**TO NOTICE OF IMPENDING BOUNDARY ACTION**

**Legal Description and Final Local Entity Plat**

Beginning at a point which is North 88°45'38" West 997.658 feet along the North section line from the Northeast corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base Meridian and running thence along said North section line North 88°45'38" West 97.058 feet; thence South 00°00'04" West 13.331 feet; thence South 58°45'56" East 71.90 feet; thence South 30°10'40" East 43.12 feet; thence South 81°37'45" East 27.22 feet; thence South 33°49'05" East 43.61 feet; thence South 17°31'24" East 93.46 feet; thence South 03°53'11" East 117.31 feet; thence South 33°45'55" West 91.82 feet; thence North 89°28'11" West 174.53 feet; thence South 32°35'31" West 102.88 feet; thence South 43°05'16" West 366.36 feet to the point of curvature of a curve to the left having a radius of 379.76 feet; thence Southwesterly 261.97 feet along the arc of said curve through a central angle of 39°31'28", the chord of which bears South 23°19'32" West for a distance of 256.81 feet, to the point of compound curvature of a curve to the left having a radius of 2363.47 feet; thence Southwesterly 213.94 feet along the arc of said curve through a central angle of 05°11'11", the chord of which bears South 00°58'13" West for a distance of 213.87 feet, to the point of compound curvature of a curve to the left having a radius of 290.00 feet; thence Southeasterly 222.23 feet along the arc of said curve through a central angle of 43°54'23", the chord of which bears South 23°34'34" East for a distance of 216.83 feet, to the point of reverse curvature of a curve to the right having a radius of 483.39 feet; thence Southeasterly 147.01 feet along the arc of said curve through a central angle of 17°25'30", the chord of which bears South 36°49'01" East for a distance of 146.44 feet, to a point of non-tangency; thence South 89°28'11" East 42.68 feet; thence South 00°37'38" West 1356.102 feet to a point on the arc of a non-tangent curve to the right having a radius of 1120.38 feet; thence Southwesterly 283.68 feet along the arc of said curve through a central angle of 14°30'25", the chord of which bears South 17°01'20" West for a distance of 282.92 feet, to a point on the arc of a non-tangent curve to the left having a radius of 5321.41 feet; thence Southwesterly 328.16 feet along the arc of said curve through a central angle of 03°32'00", the chord of which bears South 26°01'06" West for a distance of 328.11 feet, to a point of non-tangency; thence South 02°11'38" East 263.982 feet; thence South 16°26'52" West 119.033 feet; thence South 12°42'15" East 338.266 feet; thence South 17°25'19" West 185.63 feet; thence South 00°42'37" West 128.289 feet; thence South 09°19'45" West 217.084 feet; thence South 00°53'12" East 274.171 feet; thence South 08°45'04" West 85.642 feet; thence South 02°08'21" East 203.281 feet; thence South 14°48'03" East 261.789 feet; thence South 01°23'04" West 208.355 feet; thence South 78°02'36" West 141.141 feet; thence North 88°37'13" West 141.167 feet; thence North 57°43'21" West 193.165 feet; thence North 34°55'27" West 172.902 feet; thence North 00°24'46" East 332.805 feet; thence North 29°50'04" West 289.32 feet; thence North 07°46'29" East 126.241 feet; thence North 10°43'44" West 313.614 feet; thence North 05°53'46" East 367.559 feet; thence North 09°05'27" East 129.98 feet; thence North 05°37'38" West 362.876 feet; thence North 17°36'31" West 152.702 feet; thence North 02°59'26" West 109.872 feet; thence North 13°21'41" East 206.906 feet; thence North 02°31'04" East 144.384 feet; thence North 17°01'00" West 108.082 feet; thence North 29°29'41" West 130.031 feet; thence North 06°42'17" West 248.893 feet; thence North 26°21'49" West 259.242 feet; thence North 39°35'28" West 517.225 feet; thence North 15°34'06" East 97.543 feet; thence North 32°29'04" East 69.232 feet; thence North 47°48'51" East 368.579 feet; thence North 15°23'00"

West 251.51 feet; thence North 16°22'25" East 181.753 feet; thence North 13°00'07" West 218.824 feet; thence North 09°42'58" West 145.617 feet; thence North 22°01'01" West 197.399 feet; thence North 00°40'01" East 222.122 feet; thence North 58°35'41" East 315.347 feet; thence North 13°05'01" East 413.998 feet; thence North 34°06'31" East 137.808 feet; thence North 11°04'48" West 241.48 feet; thence North 08°43'53" East 215.744 feet; thence North 01°04'21" West 248.706 feet; thence North 45°23'59" West 105.60 feet; thence South 88°49'36" East 237.118 feet to a point on the arc of a non-tangent curve to the left having a radius of 965.00 feet; thence Northeasterly 86.51 feet along the arc of said curve through a central angle of 05°08'12", the chord of which bears North 03°54'19" East for a distance of 86.48 feet, to the point of tangency; thence North 01°20'13" East 202.851 feet; thence South 88°38'43" East 179.43 feet; thence South 01°21'09" West 225.00 feet; thence North 88°38'51" West 18.00 feet; thence South 01°21'09" West 1657.765 feet; thence South 88°52'31" East 625.509 feet; thence North 43°30'21" East 51.881 feet; thence North 17°25'31" East 105.192 feet to a point on the Westerly Right of Way of Tech Ridge Drive; thence along said Westerly Right of Way through the following seven (7) courses: North 17°25'31" East 231.75 feet to the point of curvature of a non-tangent curve to the left having a radius of 240.00 feet; thence Northeasterly 136.81 feet along the arc of said curve through a central angle of 32°39'40", the chord of which bears North 01°05'38" East for a distance of 134.97 feet, to the point of reverse curvature of a curve to the right having a radius of 1040.00 feet; thence Northwesterly 191.94 feet along the arc of said curve through a central angle of 10°34'28", the chord of which bears North 09°56'58" West for a distance of 191.67 feet to the point of tangency; thence North 04°39'44" West 48.64 feet to the point of curvature of a curve to the right having a radius of 1540.00 feet; thence Northwesterly 179.97 feet along the arc of said curve through a central angle of 06°41'45", the chord of which bears North 01°18'51" West for a distance of 179.87 feet, to the point of tangency; thence North 02°02'01" East 407.09 feet to the point of curvature of a curve to the left having a radius of 960.00 feet; thence Northwesterly 181.94 feet along the arc of said curve through a central angle of 10°51'31", the chord of which bears North 03°23'45" West for a distance of 181.67 feet, to a point of non-tangency; thence North 80°29'18" East 215.724 feet; thence North 03°41'13" West 170.881 feet; thence North 40°51'26" West 137.372 feet; thence North 00°51'19" East 18.99 feet; thence South 88°41'40" East 127.025 feet; thence South 00°41'09" West 1331.961 feet to the point of beginning.  
Contains 130.93 acres.

Parcel Nos.:

SG-6-2-25-201123

SG-6-2-25-230-C1T

SG-6-2-36-4201









