

STATE OF UTAH

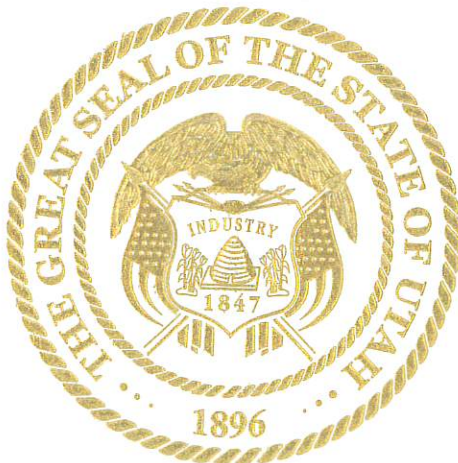


OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of creation for the BRIXTON INFRASTRUCTURE FINANCING DISTRICT located in UTAH COUNTY, dated JANUARY 21, 2025, complying with §67-1a-6.5, 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 creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the BRIXTON INFRASTRUCTURE FINANCING DISTRICT, located in UTAH COUNTY, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 29th day of January, 2025 at Salt Lake City, Utah.

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

DEIDRE M. HENDERSON
Lieutenant Governor

January 14, 2025

Deidre Henderson
Utah Lieutenant Governor
350 North State Street, Suite 220
P.O. Box 142325
Salt Lake City, Utah 84114-2325
annexations@utah.gov

RE: Certification of the Petition for the Brixton Infrastructure Financing District

Dear Lt. Governor:

On December 6, 2024, a petition was filed with the Utah County Clerk for the creation of the Brixton Infrastructure Financing District. We have reviewed the petition and its accompanying documents, and we have concluded that it complies with Utah Code Sections 17B-1-203(1), 17B-1-205(1) and 17B-1-208. This letter will serve as the certification of the petition pursuant to UCA 17B-1-209.

In accordance with the Section 209 certification procedure, please find enclosed the following documents for your review and approval:

- 1) Copy of the certified petition;
- 2) Copy of the notice of impending boundary action; and
- 3) Copy of the approved final local entity plat.

If you find these documents acceptable and issue a certificate of incorporation, please forward the original certificate to this office. Upon receipt of the certificate of incorporation from your office, original copies of the foregoing documents and the certificate will be recorded with the Utah County Recorder.

Sincerely,



Aaron R. Davidson
Utah County Clerk



**PETITION REQUESTING THE CREATION OF
BRIXTON INFRASTRUCTURE FINANCING DISTRICT
LOCATED IN UTAH COUNTY, UTAH**

December 5, 2024

Aaron R. Davidson
Utah County Clerk
100 East Center Street, Suite 3100
Provo, Utah 84606
(801) 851-8109
clerkoffice@utahcounty.gov

The undersigned (the “Petitioner”) believes that the “Responsible Clerk” and the “Responsible Body” (as defined in UCA §17B-1-201(12) and UCA §17B-1-201(13) are the Utah County Clerk and Utah County and hereby requests that the Clerk of Utah County, Utah (the “County Clerk”) certify this Petition for the Brixton Infrastructure Financing District (the “District”) pursuant to the Special District Act, Title 17B, Chapters 1 and 2a, Part 13, Utah Code Annotated 1953 (the “Act”). The Petitioner requests the formation of the District in order to assist in the financing of public infrastructure to service and benefit the area within the proposed District (collectively the “Development”).

I. Petitioner

Petitioner/Owner

Saratoga 262 Partners LLC
c/o Larry Myler
10771 South Rippling Bay
South Jordan, Utah 840009

as the owner of property located at:
Saratoga Springs, Utah more particularly described on Exhibit A
Utah County, Utah

Contact Sponsor:

Larry Myler
10771 South Rippling Bay
South Jordan, Utah 840009
Email: lj@larrymyler.com

II. Property Owner(s) and Registered Voters

The Petitioner represents 100% of the surface property owners within the proposed District’s boundaries. The Petitioner further represents that all of the property within the proposed District’s boundaries is within Utah County, Utah. The Petitioner represents that there are currently no registered voters within the boundary of the District.

III. Name of District

Brixton Infrastructure Financing District.

IV. Proposed District Boundaries

The Petitioner requests that the initial District’s boundaries include the real property described in **Exhibit A** (the “Original District Boundaries”). The Original District Boundaries are further described and depicted in the Final Local Entity Plat, as shown in **Exhibit B** (the “Final Local Entity Plat”).

V. Requested Service

The Petitioner requests the District be created in accordance with Chapter 2a, Part 13 of the Act for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act; to service and benefit the District area.

VI. Governing Document

In accordance with the requirements of the Act, attached hereto as **Exhibit C** and incorporated by reference is a draft of the Governing Document, as the same may be amended and restated hereafter, for the District (the “Governing Document”).

VII. Engineer’s Certificate

In accordance with the requirements of the Act, attached hereto as **Exhibit D** and incorporated by reference is the certificate of an engineer, licensed under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, certifying that the costs of public infrastructure and improvements to be constructed within the boundary of the District exceeds \$1,000,000.

VIII. Board of Trustees and Divisions

- a) The Petitioner hereby waives the residency requirement of Section 17B-1-302 of the Act.
- b) The Petitioner proposes that the Board of Trustees for the District be initially composed of three (3) members at large, who are agents, or officers of the property owner, and are hereby appointed for the indicated initial terms as follows:

Trustee 1: Larry Myler, for an initial term of six years
 10771 South Rippling Bay
 South Jordan, Utah 84009

Trustee 2: James Horsley, for an initial term of four years
 15157 South 2815 West
 Bluffdale, Utah 84065

Trustee 3: Trey Orsak, for an initial term of six years
1074 West Timber Drive
Lehi, Utah 84043

- c) Respective board seats shall transition from appointed to elected seats upon the following milestone:
 - i) Trustee 1 shall transition to an elected seat at the end of a full term during which sixty percent (60%) of the certificates of occupancy have been issued within the District.
 - ii) Trustee 2 shall transition to an elected seat at the end of a full term during which seventy-five percent (75%) of the certificates of occupancy have been issued within the District.
 - iii) Trustee 3 shall transition to an elected seat at the end of a full term during which ninety percent (90%) of the certificates of occupancy have been issued within the District.
- d) No divisions will be established within the boundary of the District.

IX. Petitioner’s Consent and Acknowledgments

The Petitioner hereby consents to:

- i) The creation of the District within the Original District Boundaries;
- ii) A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17B-1-302 of the Act;
- iii) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act;
- iv) The recording of a notice as required under Section 17B-1-215(2)(a), which will apply to all real property within the Original District Boundaries.
- v) The Petitioner hereby acknowledges and certifies that the foregoing Trustees are either owners of property within the District or agents or officers of owners of property within the District.
- vi) The Petitioner hereby acknowledges and certifies to the best of its knowledge that all requirements applicable to the creation of the District have been met.
- vii) The Petitioner acknowledges that the signature(s) below are grouped to comply with Section 17B-1-208(1)(a)(ii).

X. Electronic Means; Counterparts

This Petition may be circulated by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same document.

XI. Government Entities Involved

- a. Municipality. Saratoga Springs, Utah
- b. County. Utah County, Utah

XII. [Reserved]

XIII. Instructions for Clerk

- a) In accordance with the requirements of Section 17B-1-209 of the Act, the County Clerk has 45 days to determine whether this Petition complies with the requirements of Sections 17B-1-203(d), 17B-1-205(1), and 17B-1-208(1). If the County Clerk determines that the Petition complies with the applicable requirements, the County Clerk shall mail or deliver written notification of the certification and a copy of the certified Petition to the Contact Sponsor. An email to the Contact Sponsor at the email address provided above is an acceptable written notification.
- b) If the County Clerk certifies this Petition, the County Clerk shall, within the 45 days specified above, file with the Lieutenant Governor’s Office, in addition to a copy of the certified Petition (including the exhibits hereto):
 - i) a copy of the Notice of Impending Boundary Action, attached hereto as **Exhibit E**; and
 - ii) a copy of the Final Local Entity Plat.
- c) Documents may be filed with the Lieutenant Governor’s Office at annexations@utah.gov with the Contact Sponsor cc’d on such email.
- d) If the County Clerk determines that this Petition fails to comply with any of the applicable requirements, the County Clerk shall reject this Petition and notify the Contact Sponsor in writing of the rejection and the reasons for the rejection. An email to the Contact Sponsor at the email address provided above is an acceptable written notification.
- e) In the event the County Clerk fails to certify or reject this Petition within 45 days, this Petition will be deemed certified, and the Petitioner may notify the Lieutenant Governor’s Office and submit the required documents for creation of the District.

(***INTENTIONALLY LEFT BLANK***)

EXHIBIT A

(ORIGINAL DISTRICT BOUNDARIES)

A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH $89^{\circ}50'07''$ EAST, 1,047.92 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH $00^{\circ}00'00''$ WEST, 1,410.18 FEET TO A POINT ON THE WEST LINE OF BRIXTON PLAT A, AND THE POINT OF BEGINNING; RUNNING THENCE ALONG SAID PLAT A THE FOLLOWING FOURTEEN (14) COURSES: (1) SOUTH $00^{\circ}00'00''$ EAST, 638.33 FEET, (2) NORTH $90^{\circ}00'00''$ EAST, 105.00 FEET, (3) SOUTH $00^{\circ}00'00''$ EAST, 95.81 FEET, (4) SOUTH $90^{\circ}00'00''$ WEST, 190.11 FEET, (5) SOUTH $00^{\circ}00'00''$ WEST, 248.44 FEET, (6) NORTH $90^{\circ}00'00''$ EAST, 249.11 FEET, (6) NORTH $00^{\circ}00'00''$ WEST, 238.71 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT, (7) ALONG SAID CURVE 18.85 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ (CHORD BEARS NORTH $45^{\circ}00'00''$ EAST, 16.97 FEET), (8) NORTH $90^{\circ}00'00''$ EAST, 509.72 FEET TO THE BEGINNING OF A 179.41 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (9) ALONG SAID CURVE 120.30 FEET, THROUGH A CENTRAL ANGLE OF $38^{\circ}25'12''$ (CHORD BEARS NORTH $70^{\circ}46'07''$ EAST, 118.06 FEET), (10) NORTH $52^{\circ}48'30''$ EAST, 93.47 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (11) ALONG SAID CURVE 18.42 FEET, THROUGH A CENTRAL ANGLE OF $87^{\circ}57'17''$ (CHORD BEARS SOUTH $82^{\circ}57'55''$ EAST, 16.67 FEET), (12) NORTH $51^{\circ}33'15''$ EAST, 59.05 FEET TO THE BEGINNING OF A 3,555.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (13) ALONG SAID CURVE 77.70 FEET, THROUGH A CENTRAL ANGLE OF $01^{\circ}15'07''$ (CHORD BEARS NORTH $37^{\circ}49'12''$ WEST, 77.69 FEET), (14) NORTH $53^{\circ}18'55''$ EAST, 130.51 FEET TO THE BEGINNING OF A 3,425.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 962.42 FEET, THROUGH A CENTRAL ANGLE OF $16^{\circ}06'00''$ (CHORD BEARS SOUTH $45^{\circ}15'48''$ EAST, 959.26 FEET); THENCE SOUTH $00^{\circ}23'52''$ EAST, 117.57 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 NORTH $89^{\circ}41'26''$ WEST, 2,533.28 FEET TO THE CLOSING CORNER OF SECTIONS 3 AND 4 OF TOWNSHIP 6 SOUTH, RANGE 1 WEST; THENCE NORTH $89^{\circ}39'32''$ WEST, 210.78 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTH $89^{\circ}52'27''$ WEST, 2,652.13 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1 WEST; THENCE NORTH $00^{\circ}28'16''$ EAST, 2,679.23 FEET; THENCE SOUTH $89^{\circ}19'11''$ EAST, 1,251.78 FEET TO THE WEST LINE OF A SPECIAL WARRANTY DEED RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE AUGUST, 21, 2024, ENTRY 56516:2024; THENCE ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH $00^{\circ}00'00''$ EAST, 129.55 FEET, (2) NORTH $89^{\circ}19'11''$ WEST, 129.51 FEET, (3) SOUTH $00^{\circ}00'00''$ EAST, 322.15 FEET, (4) SOUTH $32^{\circ}22'11''$ EAST, 1,344.35 FEET, (5) NORTH $57^{\circ}42'00''$ EAST, 127.90 FEET; THENCE SOUTH $32^{\circ}18'00''$ EAST, 185.99 FEET TO THE BEGINNING OF A 350.00 FOOT RADIUS CURVE TO THE LEFT AND A POINT ON THE

THENCE SOUTH 32°18'00" EAST, 138.74 FEET; THENCE NORTH 57°42'00" EAST, 176.57 FEET TO THE BEGINNING OF A 299.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 168.56 FEET, THROUGH A CENTRAL ANGLE OF 32°17'58" (CHORD BEARS NORTH 73°50'59" EAST, 166.33 FEET); THENCE NORTH 89°59'58" EAST, 188.69 FEET; THENCE NORTH 00°09'53" EAST, 123.71 FEET TO THE BEGINNING OF A 179.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 81.48 FEET, THROUGH A CENTRAL ANGLE OF 26°04'53" (CHORD BEARS NORTH 12°52'34" WEST, 80.78 FEET); THENCE NORTH 25°55'00" WEST, 32.58 FEET; THENCE NORTH 76°59'37" WEST, 93.99 FEET; THENCE SOUTH 60°58'04" WEST, 39.30 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 50.93 FEET, THROUGH A CENTRAL ANGLE OF 29°10'49" (CHORD BEARS SOUTH 75°33'29" WEST, 50.38 FEET); THENCE NORTH 89°51'06" WEST, 461.54 FEET TO THE BEGINNING OF A 149.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 60.86 FEET, THROUGH A CENTRAL ANGLE OF 23°24'16" (CHORD BEARS SOUTH 78°26'45" WEST, 60.44 FEET); THENCE NORTH 23°15'23" WEST, 117.24 FEET; THENCE NORTH 80°43'50" EAST, 28.51 FEET; THENCE SOUTH 89°51'06" EAST, 500.00 FEET; THENCE SOUTH 00°08'54" WEST, 10.50 FEET; THENCE NORTH 81°13'19" EAST, 111.50 FEET; THENCE SOUTH 81°26'37" EAST, 63.37 FEET; THENCE NORTH 90°00'00" EAST, 201.02 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 290,107 SQ. FT. OR 6.660 ACRES, MORE OR LESS.

BASIS OF BEARINGS: FROM A 3", 1959 UTAH COUNTY, BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 33 AND SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO AN LEI ENG. REBAR AND CAP MONUMENTING THE CENTER OF SAID SECTION 34, A BEARING OF SOUTH 89°50'07" EAST IS ASSUMED

TOTAL AREA: 7,148,999 SQ. FT. OR 164.118, MORE OR LESS.

THE FOLLOWING PARCELS ARE SPECIFICALLY AND INTENTIONALLY EXCLUDED FROM THE BOUNDARIES AND JURISDICTION OF THIS DISTRICT DESPITE POTENTIAL OVERLAPS EXISTING IN THE RECORD TITLE AND THE OWNERS OF THESE PARCELS SHALL NOT BE ASSESSED, TAXED, OR INCLUDED FOR ANY PURPOSE IN THIS DISTRICT UNLESS THEY ARE PROPERLY AND LEGALLY ANNEXED INTO THE DISTRICT.

35:843:0170, 35:843:0172, 35:843:0172, 58:041:0280, 58:041:0296, 58:041:0186

WESTERLY LINE OF PROPOSED BRIXTON PARK PLAT B, PHASE 7; THENCE ALONG SAID PHASE 7 THE FOLLOWING SIXTEEN (16) COURSES: (1) ALONG SAID CURVE 351.70 FEET, THROUGH A CENTRAL ANGLE OF 57°34'27" (CHORD BEARS SOUTH 61°05'13" EAST, 337.09 FEET), (2) SOUTH 89°52'26" EAST, 573.66 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (3) ALONG SAID CURVE 11.32 FEET, THROUGH A CENTRAL ANGLE OF 32°25'51" (CHORD BEARS NORTH 73°54'47" EAST, 11.17 FEET), (4) NORTH 57°42'00" EAST, 87.23 FEET, (5) NORTH 32°18'00" WEST, 85.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (6) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET), (7) NORTH 57°42'00" EAST, 70.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (8) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET), (9) NORTH 57°42'00" EAST, 77.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (10) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET), (11) NORTH 57°42'00" EAST, 235.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (12) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET), (13) SOUTH 32°18'00" EAST, 66.63 FEET, (14) NORTH 58°38'14" EAST, 117.04 FEET, (15) NORTH 73°51'00" EAST, 167.36 FEET, (16) NORTH 90°00'00" EAST, 73.33 FEET TO THE WEST LINE OF SAID BRIXTON PLAT A AND THE POINT OF BEGINNING.

PARCEL CONTAINS 6,858,892 SQ. FT. OR 157.459, MORE OR LESS.

ALSO:

A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

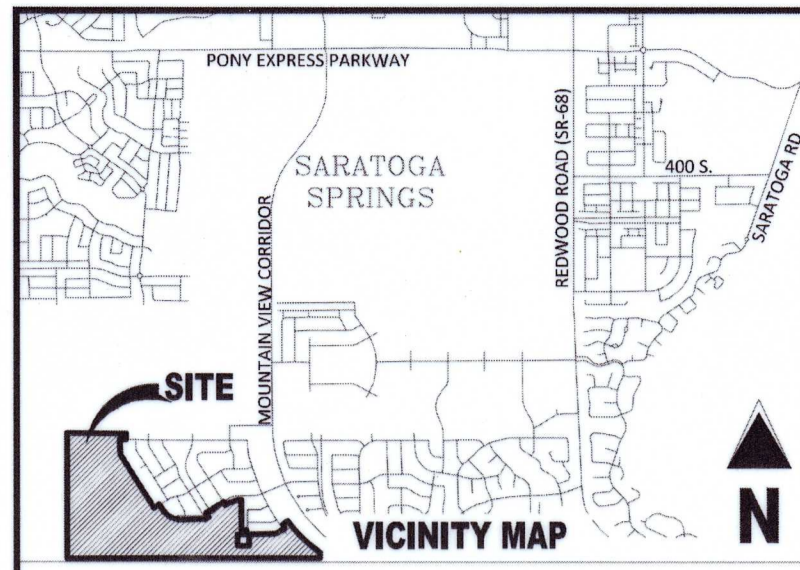
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50'07" EAST, 1,047.92 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°00'00" EAST, 261.68 FEET TO THE POINT OF BEGINNING; RUNNING THENCE SOUTH 00°00'00" EAST, 438.47 FEET; THENCE NORTH 90°00'00" WEST, 317.00 FEET TO THE BEGINNING OF A 179.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 100.91 FEET, THROUGH A CENTRAL ANGLE OF 32°18'00" (CHORD BEARS SOUTH 73°51'00" WEST, 99.58 FEET); THENCE SOUTH 57°42'00" WEST, 495.58 FEET; THENCE NORTH 32°18'00" WEST, 364.63 FEET; THENCE NORTH 57°42'00" EAST, 140.00 FEET; THENCE SOUTH 61°25'29" EAST, 121.22 FEET; THENCE NORTH 57°42'00" EAST, 120.00 FEET;

EXHIBIT B

(FINAL LOCAL ENTITY PLAT)

BRIXTON INFRASTRUCTURE FINANCING DISTRICT FINAL LOCAL ENTITY PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34
AND SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, TODD W. OSBORN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 4938746 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED IN THIS PLAT IN ACCORDANCE WITH SECTIONS 17-23-20 AND WAS MADE BY ME, OR UNDER MY DIRECTION, AND SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF DEPICTING THOSE PROPERTIES WITHIN SALT LAKE COUNTY TO BE ANNEXED INTO BRIXTON PARK PLAT C.

Todd W. Osborn
TODD W. OSBORN
PROFESSIONAL LAND SURVEYOR
LICENSE NO.: 4938746
DATE OF PLAT: January 14, 2025

BOUNDARY DESCRIPTION

A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50'07" EAST, 1,047.92 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH 00°00'00" WEST, 1,418.18 FEET TO A POINT ON THE WEST LINE OF BRIXTON PLAT A, AND THE POINT OF BEGINNING; RUNNING THENCE ALONG SAID PLAT A THE FOLLOWING FOURTEEN (14) COURSES: (1) SOUTH 00°00'00" EAST, 638.33 FEET; (2) NORTH 90°00'00" EAST, 105.00 FEET; (3) SOUTH 00°00'00" EAST, 95.81 FEET; (4) SOUTH 90°00'00" WEST, 190.11 FEET; (5) SOUTH 00°00'00" WEST, 248.44 FEET; (6) NORTH 90°00'00" EAST, 248.11 FEET; (7) NORTH 00°00'00" WEST, 238.71 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT; (8) ALONG SAID CURVE 18.85 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 45°00'00" EAST, 16.87 FEET); (9) NORTH 90°00'00" EAST, 509.72 FEET TO THE BEGINNING OF A 178.41 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; (10) ALONG SAID CURVE 120.30 FEET, THROUGH A CENTRAL ANGLE OF 38°25'12" (CHORD BEARS NORTH 70°46'07" EAST, 118.06 FEET); (11) NORTH 52°48'30" EAST, 93.47 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; (12) ALONG SAID CURVE 18.42 FEET, THROUGH A CENTRAL ANGLE OF 87°57'17" (CHORD BEARS SOUTH 82°57'55" EAST, 16.67 FEET); (13) NORTH 51°33'15" EAST, 59.05 FEET TO THE BEGINNING OF A 3,555.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; (14) ALONG SAID CURVE 77.70 FEET, THROUGH A CENTRAL ANGLE OF 01°15'07" (CHORD BEARS NORTH 37°49'12" WEST, 77.69 FEET); (15) NORTH 53°18'55" EAST, 130.51 FEET TO THE BEGINNING OF A 3,425.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 962.42 FEET, THROUGH A CENTRAL ANGLE OF 16°06'00" (CHORD BEARS SOUTH 45°15'48" EAST, 959.26 FEET); THENCE SOUTH 00°23'52" EAST, 117.57 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 NORTH 89°41'28" WEST, 2,533.28 FEET TO THE CLOSING CORNER OF SECTIONS 3 AND 4 OF TOWNSHIP 6 SOUTH, RANGE 1 WEST; THENCE NORTH 89°39'32" WEST, 210.78 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 89°52'27" WEST, 2,652.13 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1 WEST; THENCE NORTH 02°28'12" EAST, 2,612.23 FEET; THENCE SOUTH 89°19'11" EAST, 1,251.78 FEET TO THE WEST LINE OF A SPECIAL WARRANTY DEED RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE AUGUST 21, 2024, ENTRY 56516; THENCE ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°00'00" EAST, 129.55 FEET; (2) NORTH 89°19'11" WEST, 129.51 FEET; (3) SOUTH 00°00'00" EAST, 322.15 FEET; (4) SOUTH 32°22'11" EAST, 1,344.35 FEET; (5) NORTH 57°42'00" EAST, 127.90 FEET; THENCE SOUTH 32°18'00" EAST, 185.99 FEET TO THE BEGINNING OF A 350.00 FOOT RADIUS CURVE TO THE LEFT AND A POINT ON THE WESTERN LINE OF PROPOSED BRIXTON PARK PLAT B, PHASE 7; THENCE ALONG SAID PHASE 7 THE FOLLOWING SIXTEEN (16) COURSES: (1) ALONG SAID CURVE 351.70 FEET, THROUGH A CENTRAL ANGLE OF 57°34'27" (CHORD BEARS SOUTH 61°02'13" EAST, 337.09 FEET); (2) SOUTH 89°52'28" EAST, 573.66 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; (3) ALONG SAID CURVE 11.32 FEET, THROUGH A CENTRAL ANGLE OF 32°25'51" (CHORD BEARS NORTH 73°54'47" EAST, 11.17 FEET); (4) NORTH 57°42'00" EAST, 87.23 FEET; (5) NORTH 32°18'00" WEST, 85.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; (6) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET); (7) NORTH 57°42'00" EAST, 70.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; (8) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET); (9) NORTH 57°42'00" EAST, 77.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; (10) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET); (11) NORTH 57°42'00" EAST, 235.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; (12) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET); (13) SOUTH 32°18'00" EAST, 66.63 FEET; (14) NORTH 58°38'14" EAST, 117.04 FEET; (15) NORTH 73°51'00" EAST, 167.36 FEET; (16) NORTH 90°00'00" EAST, 73.33 FEET TO THE WEST LINE OF SAID BRIXTON PLAT A AND THE POINT OF BEGINNING.
PARCEL CONTAINS 6,658,892 SQ. FT. OR 157,459 ACRES, MORE OR LESS.

ALSO
A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50'07" EAST, 1,047.92 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°00'00" EAST, 438.47 FEET; THENCE NORTH 90°00'00" WEST, 317.00 FEET TO THE BEGINNING OF A 179.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 100.91 FEET, THROUGH A CENTRAL ANGLE OF 32°18'00" (CHORD BEARS SOUTH 73°51'00" WEST, 99.58 FEET); THENCE SOUTH 57°42'00" WEST, 495.58 FEET; THENCE NORTH 32°18'00" WEST, 364.63 FEET; THENCE NORTH 57°42'00" EAST, 146.00 FEET; THENCE SOUTH 61°25'28" EAST, 121.22 FEET; THENCE NORTH 57°42'00" EAST, 120.00 FEET; THENCE SOUTH 32°18'00" EAST, 138.14 FEET; THENCE NORTH 57°42'00" EAST, 178.57 FEET TO THE BEGINNING OF A 299.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 168.56 FEET, THROUGH A CENTRAL ANGLE OF 32°17'58" (CHORD BEARS NORTH 73°50'59" EAST, 166.33 FEET); THENCE NORTH 89°59'58" EAST, 188.69 FEET; THENCE NORTH 00°09'53" EAST, 123.71 FEET TO THE BEGINNING OF A 179.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 81.48 FEET, THROUGH A CENTRAL ANGLE OF 28°14'53" (CHORD BEARS NORTH 12°52'34" WEST, 80.76 FEET); THENCE NORTH 29°50'00" WEST, 32.58 FEET; THENCE SOUTH 78°59'17" WEST, 83.99 FEET; THENCE SOUTH 60°58'04" WEST, 39.30 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 50.93 FEET, THROUGH A CENTRAL ANGLE OF 29°10'49" (CHORD BEARS SOUTH 75°33'29" WEST, 50.38 FEET); THENCE NORTH 89°51'06" WEST, 461.54 FEET TO THE BEGINNING OF A 149.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 60.86 FEET, THROUGH A CENTRAL ANGLE OF 23°24'16" (CHORD BEARS SOUTH 78°26'45" WEST, 60.44 FEET); THENCE NORTH 23°15'23" WEST, 117.24 FEET; THENCE NORTH 80°43'50" EAST, 28.51 FEET; THENCE SOUTH 89°51'06" EAST, 500.00 FEET; THENCE SOUTH 00°00'00" WEST, 10.50 FEET; THENCE NORTH 81°13'19" EAST, 111.50 FEET; THENCE SOUTH 81°26'37" EAST, 63.37 FEET; THENCE NORTH 90°00'00" EAST, 201.02 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 290,107 SQ. FT. OR 6,660 ACRES, MORE OR LESS.
BASIS OF BEARINGS: FROM A 3", 1959 UTAH COUNTY, BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 33 AND SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO AN LEI ENG. REBAR AND CAP MONUMENTING THE CENTER OF SAID SECTION 34, A BEARING OF SOUTH 89°50'07" EAST IS ASSUMED
TOTAL AREA 7,148,999 SQ. FT. OR 164,119 ACRES, MORE OR LESS.
THE FOLLOWING PARCELS ARE SPECIFICALLY AND INTENTIONALLY EXCLUDED FROM THE BOUNDARIES AND JURISDICTION OF THIS DISTRICT DESPITE POTENTIAL OVERLAPS EXISTING IN THE RECORD TITLE AND THE OWNERS OF THESE PARCELS SHALL NOT BE ASSESSED, TAXED, OR INCLUDED FOR ANY PURPOSE IN THIS DISTRICT UNLESS THEY ARE PROPERLY AND LEGALLY ANNEXED INTO THE DISTRICT.
35: 843:0170, 35: 843:0172, 35: 843:0172, 58:041:0280, 58:041:0296, 58:041:0186

LINE TAG #	BEARING	LENGTH (FT)
L1	N80°00'00"E	105.00
L2	N52°48'30"E	93.47
L3	N51°33'15"E	59.05
L4	S02°33'52"E	117.57
L5	S00°00'00"E	129.55
L6	N89°19'11"W	129.51
L7	N57°42'00"E	127.90
L8	N57°42'00"E	87.23
L9	N32°18'00"W	85.00
L10	N57°42'00"E	70.00
L11	N57°42'00"E	77.00
L12	S32°18'00"E	66.63
L13	N58°38'14"E	117.04
L14	N80°00'00"E	73.33
L15	N57°42'00"E	140.00
L16	S81°26'29"E	121.22
L17	N57°42'00"E	120.00
L18	S32°18'00"E	138.74
L19	N0°09'53"E	123.71
L20	N25°55'00"W	32.58

LINE TAG #	BEARING	LENGTH (FT)
L21	N76°59'37"W	93.99
L22	S60°58'04"W	39.30
L23	N23°15'28"W	117.24
L24	N80°43'47"E	28.50
L25	S00°05'54"W	10.50
L26	N81°13'19"E	111.50
L27	S81°26'37"E	63.37

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	90°00'00"	18.85	12.00	N45°00'00"E	16.97
C2	38°25'08"	120.30	178.41	N70°46'07"E	118.08
C3	87°57'17"	18.42	12.00	S82°57'55"E	16.67
C4	115°07'	77.70	3555.50	N37°49'12"W	77.69
C5	16°06'00"	962.42	3425.00	S45°15'48"E	959.26
C6	57°34'27"	351.70	350.00	S61°05'13"E	337.09
C7	32°25'51"	11.32	20.00	N73°54'47"E	11.17
C8	90°00'00"	23.56	15.00	N12°42'00"E	21.21
C9	90°00'00"	23.56	15.00	S77°18'00"E	21.21
C10	90°00'00"	23.56	15.00	N12°42'00"E	21.21
C11	90°00'00"	23.56	15.00	S77°18'00"E	21.21
C12	32°18'00"	100.91	179.00	S73°51'00"W	99.58
C13	32°17'58"	168.56	299.00	N73°50'59"E	166.33
C14	28°14'53"	81.48	179.00	N12°52'34"W	80.78
C15	29°10'49"	50.93	100.00	S75°33'29"W	50.38
C16	23°24'16"	60.86	149.00	S78°26'45"W	60.44

SOUTHWEST CORNER OF SEC 34, T5S, R1W, SLB&M (FOUND 3" BRASS CAP, 1913 UTAH COUNTY MONUMENT)

SOUTHWEST CORNER OF SEC 34, T5S, R1W, SLB&M (FOUND 3" BRASS CAP, 1913 UTAH COUNTY MONUMENT)

CLOSING CORNER OF SECTION 3 & 4, T5S, R1W, SLB&M

SOUTH QUARTER SECTION 34, T5S, R1W, SLB&M (FOUND 3" BRASS CAP, 1971 UTAH COUNTY MONUMENT)

PROJECT # STP0000110
DRAWN BY: GJS
CHECKED BY: TWD
DATED: 1/14/2025
SHEETS: 1 OF 1

PREPARED BY
Galloway
1221 S. Valley Grove Way, Suite 140
Pleasant Grove, UT 84062
385.248.0460
GallowayUS.com

SURVEYOR'S SEAL
TODD W. OSBORN
1/14/2025
STATE OF UTAH

NOTARY PUBLIC SEAL
UTAH COUNTY SURVEYOR
APPROVED THIS 19 DAY OF JANUARY, A.D. 2025 BY THE UTAH COUNTY SURVEYOR AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO SECTION 17-23-20 OF UTAH STATE CODE.
Arthy Caste
UTAH COUNTY SURVEYOR

UTAH COUNTY CLERK
APPROVED THIS 20 DAY OF January, A.D. 2025
BY: *[Signature]*
UTAH COUNTY CLERK

BRIXTON INFRASTRUCTURE FINANCING DISTRICT
FINAL LOCAL ENTITY PLAT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34
AND SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

EXHIBIT C

(GOVERNING DOCUMENT)

**GOVERNING DOCUMENT
FOR
BRIXTON INFRASTRUCTURE FINANCING DISTRICT
LOCATED IN UTAH COUNTY, UTAH**

Prepared

by

York Howell, LLC
South Jordan, Utah

December 5, 2024

TABLE OF CONTENTS

I. INTRODUCTION 1

II. DEFINITIONS..... 1

III. ORIGINAL DISTRICT BOUNDARIES 2

IV. DESCRIPTION OF POWERS AND IMPROVEMENTS 2

V. THE BOARD OF TRUSTEES..... 2

VI. DEVELOPMENT AGREEMENTS..... 3

VII. MISCELLANEOUS..... 3

VIII. GOVERNING DOCUMENT AMENDMENT..... 3

LIST OF EXHIBITS

- EXHIBIT 1** Original District Boundaries
- EXHIBIT 2** Copy of Development Agreements

I. INTRODUCTION

The District is a body corporate and politic with perpetual succession, a quasi-municipal corporation, a political subdivision of the State, and separate and distinct from and independent of any other political subdivision of the State. It is intended that the District will provide a part or all of the Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance or reimburse the construction of these Improvements pursuant to the Special District Act and the Assessment Act and to finance or reimburse the construction of C-PACE Improvements.

II. DEFINITIONS

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

“Assessment Act” means Title 11, Chapter 42, Utah Code as may be amended from time to time.

“Board” means the board of trustees of the District.

“C-PACE Act” means Title 11, Chapter 42a, Utah Code as may be amended from time to time.

“District” means Brixton Infrastructure Financing District.

“Governing Document” means this Governing Document for the District.

“Improvements” means all or a portion of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally permitted in the Special District Act or the Assessment Act, as determined by the Board.

“Original District Boundaries” means the boundaries of the District, as described in **Exhibit 1** hereto.

“Petitioner” means Saratoga 262 Partners LLC, as the petitioner requesting the creation of the District.

“Special District Act” means Title 17B of the Utah Code, including Chapter 2a, Part 13, Infrastructure Financing Districts, as amended from time to time.

“State” means the State of Utah.

“Trustee” means a member of the Board.

“Utah Code” means the Utah Code Annotated 1953, as amended.

III. ORIGINAL DISTRICT BOUNDARIES

A. Original District Boundaries. The area of the Original District Boundaries includes approximately 164.119 acres, as further described in Exhibit 1.

B. Corrections to Legal Descriptions. Prior to recordation of a final local entity plat of the District, the Petitioner or its designees may make any corrections, deletions, or additions to the legal descriptions attached hereto 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.

IV. DESCRIPTION OF POWERS AND IMPROVEMENTS

A. District Powers. The District shall have all of the power granted to an infrastructure financing district under the Special District Act, including any powers granted after the date of this Governing Document, except as may be expressly amended or reserved by resolution of the Board. The District shall have the power and authority to provide the Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, the Assessment Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

B. Proposed Improvements. The purpose of the District is to finance the Improvements. It is anticipated that the District will finance all or a portion of the following Improvements, provided the District may finance any improvements permitted under the Special District Act, the Assessment Act, or the C-PACE Act, including, but not limited to, Site Work, Culinary Water System, Roads, Off-Site Improvements, Right-of-Ways, Public Utilities, Parks, Trails, Sidewalks, Storm Drain System, Site Upgrades, and related public improvements.

V. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of three Trustees. The owners of surface property within the District waived the residency requirement. The initial Board is appointed as follows, with all terms commencing on the date of issuance of a Certificate of Incorporation by the Lieutenant Governor's Office of the State of Utah:

1. Trustee 1. LARRY MYLER is hereby appointed to the Board with an initial term of six (6) years.

2. Trustee 2. JAMES HORSLEY is hereby appointed to the Board with an initial term of four (4) years.

3. Trustee 3. TREY ORSAK is hereby appointed to the Board with an initial term of six (6) years.

B. Transition to Elected Board. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1. Trustee 1 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 60% of units within the district.

2. Trustee 2. Trustee 2 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 75% of units within the District.

3. Trustee 3. Trustee 3 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 90% of units within the District.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term.

C. Re-Election, Re-Appointment, Vacancy.

Upon the expiration of a Trustee's respective term or any other vacancy relating thereto, any Trustee seat which has not transitioned to an elected seat shall be appointed by the remaining members of the Board, from owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-third of the taxable value of the property within such District at the time of a Trustee's nomination shall be entitled to nominate one Trustee seat for each one-third value (provided that the Board retains discretion to reject any nominee and request a new nominee from such property owner). In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be appointed by the remaining members of the Board from registered voters residing within the District, owners of land, or agents and officers of an owner of land within the boundaries of the District.

D. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with the Special District Act, shall be entitled to vote on such matters.

VI. DEVELOPMENT AGREEMENTS

In accordance with the requirements of the Special District Act, attached hereto as Exhibit 2 is a copy of any "Development Agreements" (if applicable) relating to infrastructure to be developed within the boundary of the District and for which the District anticipates providing funding. The Development Agreements are subject to amendment and revision and are not a limitation on the Improvements that may be financed by the District.

VII. MISCELLANEOUS

It is the intent of the District to use a competent and nationally recognized bond underwriter with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

VIII. GOVERNING DOCUMENT AMENDMENT

Subject to the limitations of the Special District Act, this Governing Document may be amended by passage of a resolution of the Board approving such amendment.

EXHIBIT 1

(ORIGINAL DISTRICT BOUNDARIES)

A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50'07" EAST, 1,047.92 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH 00°00'00" WEST, 1,410.18 FEET TO A POINT ON THE WEST LINE OF BRIXTON PLAT A, AND THE POINT OF BEGINNING; RUNNING THENCE ALONG SAID PLAT A THE FOLLOWING FOURTEEN (14) COURSES: (1) SOUTH 00°00'00" EAST, 638.33 FEET, (2) NORTH 90°00'00" EAST, 105.00 FEET, (3) SOUTH 00°00'00" EAST, 95.81 FEET, (4) SOUTH 90°00'00" WEST, 190.11 FEET, (5) SOUTH 00°00'00" WEST, 248.44 FEET, (6) NORTH 90°00'00" EAST, 249.11 FEET, (6) NORTH 00°00'00" WEST, 238.71 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT, (7) ALONG SAID CURVE 18.85 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 45°00'00" EAST, 16.97 FEET), (8) NORTH 90°00'00" EAST, 509.72 FEET TO THE BEGINNING OF A 179.41 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (9) ALONG SAID CURVE 120.30 FEET, THROUGH A CENTRAL ANGLE OF 38°25'12" (CHORD BEARS NORTH 70°46'07" EAST, 118.06 FEET), (10) NORTH 52°48'30" EAST, 93.47 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (11) ALONG SAID CURVE 18.42 FEET, THROUGH A CENTRAL ANGLE OF 87°57'17" (CHORD BEARS SOUTH 82°57'55" EAST, 16.67 FEET), (12) NORTH 51°33'15" EAST, 59.05 FEET TO THE BEGINNING OF A 3,555.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (13) ALONG SAID CURVE 77.70 FEET, THROUGH A CENTRAL ANGLE OF 01°15'07" (CHORD BEARS NORTH 37°49'12" WEST, 77.69 FEET), (14) NORTH 53°18'55" EAST, 130.51 FEET TO THE BEGINNING OF A 3,425.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 962.42 FEET, THROUGH A CENTRAL ANGLE OF 16°06'00" (CHORD BEARS SOUTH 45°15'48" EAST, 959.26 FEET); THENCE SOUTH 00°23'52" EAST, 117.57 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 NORTH 89°41'26" WEST, 2,533.28 FEET TO THE CLOSING CORNER OF SECTIONS 3 AND 4 OF TOWNSHIP 6 SOUTH, RANGE 1 WEST; THENCE NORTH 89°39'32" WEST, 210.78 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 89°52'27" WEST, 2,652.13 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1 WEST; THENCE NORTH 00°28'16" EAST, 2,679.23 FEET; THENCE SOUTH 89°19'11" EAST, 1,251.78 FEET TO THE WEST LINE OF A SPECIAL WARRANTY DEED RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE AUGUST, 21, 2024, ENTRY 56516:2024; THENCE ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°00'00" EAST, 129.55 FEET, (2) NORTH 89°19'11" WEST, 129.51 FEET, (3) SOUTH 00°00'00" EAST, 322.15 FEET, (4) SOUTH 32°22'11" EAST, 1,344.35 FEET, (5) NORTH 57°42'00" EAST, 127.90 FEET; THENCE SOUTH 32°18'00" EAST, 185.99 FEET TO THE BEGINNING OF A 350.00 FOOT RADIUS CURVE TO THE LEFT AND A POINT ON THE

WESTERLY LINE OF PROPOSED BRIXTON PARK PLAT B, PHASE 7; THENCE ALONG SAID PHASE 7 THE FOLLOWING SIXTEEN (16) COURSES: (1) ALONG SAID CURVE 351.70 FEET, THROUGH A CENTRAL ANGLE OF 57°34'27" (CHORD BEARS SOUTH 61°05'13" EAST, 337.09 FEET), (2) SOUTH 89°52'26" EAST, 573.66 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (3) ALONG SAID CURVE 11.32 FEET, THROUGH A CENTRAL ANGLE OF 32°25'51" (CHORD BEARS NORTH 73°54'47" EAST, 11.17 FEET), (4) NORTH 57°42'00" EAST, 87.23 FEET, (5) NORTH 32°18'00" WEST, 85.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (6) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET), (7) NORTH 57°42'00" EAST, 70.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (8) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET), (9) NORTH 57°42'00" EAST, 77.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (10) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET), (11) NORTH 57°42'00" EAST, 235.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (12) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET), (13) SOUTH 32°18'00" EAST, 66.63 FEET, (14) NORTH 58°38'14" EAST, 117.04 FEET, (15) NORTH 73°51'00" EAST, 167.36 FEET, (16) NORTH 90°00'00" EAST, 73.33 FEET TO THE WEST LINE OF SAID BRIXTON PLAT A AND THE POINT OF BEGINNING.

PARCEL CONTAINS 6,858,892 SQ. FT. OR 157.459, MORE OR LESS.

ALSO:

A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50'07" EAST, 1,047.92 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°00'00" EAST, 261.68 FEET TO THE POINT OF BEGINNING; RUNNING THENCE SOUTH 00°00'00" EAST, 438.47 FEET; THENCE NORTH 90°00'00" WEST, 317.00 FEET TO THE BEGINNING OF A 179.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 100.91 FEET, THROUGH A CENTRAL ANGLE OF 32°18'00" (CHORD BEARS SOUTH 73°51'00" WEST, 99.58 FEET); THENCE SOUTH 57°42'00" WEST, 495.58 FEET; THENCE NORTH 32°18'00" WEST, 364.63 FEET; THENCE NORTH 57°42'00" EAST, 140.00 FEET; THENCE SOUTH 61°25'29" EAST, 121.22 FEET; THENCE NORTH 57°42'00" EAST, 120.00 FEET;

THENCE SOUTH 32°18'00" EAST, 138.74 FEET; THENCE NORTH 57°42'00" EAST, 176.57 FEET TO THE BEGINNING OF A 299.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 168.56 FEET, THROUGH A CENTRAL ANGLE OF 32°17'58" (CHORD BEARS NORTH 73°50'59" EAST, 166.33 FEET); THENCE NORTH 89°59'58" EAST, 188.69 FEET; THENCE NORTH 00°09'53" EAST, 123.71 FEET TO THE BEGINNING OF A 179.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 81.48 FEET, THROUGH A CENTRAL ANGLE OF 26°04'53" (CHORD BEARS NORTH 12°52'34" WEST, 80.78 FEET); THENCE NORTH 25°55'00" WEST, 32.58 FEET; THENCE NORTH 76°59'37" WEST, 93.99 FEET; THENCE SOUTH 60°58'04" WEST, 39.30 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 50.93 FEET, THROUGH A CENTRAL ANGLE OF 29°10'49" (CHORD BEARS SOUTH 75°33'29" WEST, 50.38 FEET); THENCE NORTH 89°51'06" WEST, 461.54 FEET TO THE BEGINNING OF A 149.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 60.86 FEET, THROUGH A CENTRAL ANGLE OF 23°24'16" (CHORD BEARS SOUTH 78°26'45" WEST, 60.44 FEET); THENCE NORTH 23°15'23" WEST, 117.24 FEET; THENCE NORTH 80°43'50" EAST, 28.51 FEET; THENCE SOUTH 89°51'06" EAST, 500.00 FEET; THENCE SOUTH 00°08'54" WEST, 10.50 FEET; THENCE NORTH 81°13'19" EAST, 111.50 FEET; THENCE SOUTH 81°26'37" EAST, 63.37 FEET; THENCE NORTH 90°00'00" EAST, 201.02 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 290,107 SQ. FT. OR 6.660 ACRES, MORE OR LESS.

BASIS OF BEARINGS: FROM A 3", 1959 UTAH COUNTY, BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 33 AND SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO AN LEI ENG. REBAR AND CAP MONUMENTING THE CENTER OF SAID SECTION 34, A BEARING OF SOUTH 89°50'07" EAST IS ASSUMED

TOTAL AREA: 7,148,999 SQ. FT. OR 164.118, MORE OR LESS.

EXHIBIT 2

(COPY OF DEVELOPMENT AGREEMENTS)

ANNEXATION AND DEVELOPMENT AGREEMENT

(Canton Ridge - a Fieldstone Homes Project)

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into on August 20, 2019, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation (“City”), and Fieldstone Canton Ridge Park, LLC, a Utah corporation (“Fieldstone”), and Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership (“Rushton”). Fieldstone and Rushton may be individually referred to as an “Owner,” and collectively as the “Owners,” and the City and the Owners are sometimes individually referred to as a “Party,” and collectively as the “Parties.”

RECITALS:



WHEREAS, the Owners own and/or have the right to purchase approximately 166 acres of property located in unincorporated Utah County. The specific parcels owned and/or subject to a right to purchase of each Owner are more fully described in the property ownership map, site plan, and/or legal descriptions attached as Exhibit “A” (the “Property”);

WHEREAS, Owners and City wish to annex the unincorporated Property into the City (“Annexation Request”) to develop the Property as a residential subdivision (the “Land Use Request”) to be known as “Canton Ridge” for Fieldstone (the “Fieldstone Project”), and the remainder to be developed by Rushton or its successor(s) as a residential subdivision. Both future projects may be referred to collectively herein as the “Project”);

WHEREAS, Owners and City agree that the Property will be assigned the R1-10 Zone and Low Density Residential designation in the General Plan upon annexation of the unincorporated Property into the City, with the end result that all of the Property will have the R1-10 Zone zoning designation (the “Zoning Request”), subject to the future legislative discretion of the City Council and referendum/initiative rights of City residents except as specifically stated otherwise in this Agreement;

WHEREAS, except as specifically stated otherwise in this Agreement, the Property will be subject to all City ordinances, and regulations (“City ordinances”);

WHEREAS, the City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property;

WHEREAS, the City desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and guide the orderly development of the Property consistent with the City General Plan, City ordinances, and the conditions imposed by the Planning Commission and City Council;

WHEREAS, Owners desires to enter into this Agreement to establish Owners' vested rights to develop the Property under the R1-10 Zone and Low Density Land Use Designation.

WHEREAS, to assist the City in its review of the Annexation Request, Land Use Request and the Zoning Request, to ensure development of the Property in accordance with Owners' representations to City, and to ensure that Owners' rights in the development of the Property under the R1-10 Zone and Low Density Land Use Designation are vested, Owners and City desire to enter voluntarily into this Agreement, which sets forth the process and standards whereby Owners may develop the Property;

WHEREAS, pursuant to its legislative authority under Utah Code Annotated § 10-9a-101, et seq. and § 10-2-401, et seq., and after all required public notice and hearings and execution of this Agreement by Owners, the City Council, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, Section 10-2-401 et seq. of the Utah Code, City's General Plan, and Title 19 of the City code (collectively, the "Public Purposes"). As a result of such determination, City has elected to approve the Annexation Request, Land Use Request, and the Zoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

AGREEMENT:

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners hereby agree as follows:

1. Effective Date. This Agreement shall become effective on the date it is executed by Owners and the City and the City has completed the annexation process and other requirements set forth below in Section 3 and Section 4 ("Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

2. Affected Property. The Property ownership map and/or legal descriptions for the Property are attached as Exhibit "A". In the event of a conflict between the legal description and the Property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Owners and City.

3. Annexation Process. Owners and City hereby agree that the following steps have been taken towards annexation of the Property into the City. Owners completed an annexation petition for the Property in the form provided by the City (the "**Petition**"), and filed the Petition with the City Recorder of the City on April 12, 2018. On May 15, 2018, at a duly called and properly noticed meeting of the City Council at which a quorum was present and acted throughout, the City Council adopted by majority vote Resolution No. R18-30, accepting the Petition for purposes of Section 10-2-405 of the Utah Code (the "**Accepting Resolution**"). The

City Recorder mailed or delivered the written notification required by Section 10-2-405(2)(c)(i) of the Utah Code on June 14, 2018. The City personnel (i) published notice of the proposed annexation pursuant to Section 10-2-406(1)(a) of the Utah Code on June 19, June 26, and July 3, 2018; and, (ii) mailed notice of the proposed annexation to Affected Entities pursuant to Section 10-2-406(1)(b) of the Utah Code on June 18, 2018. Pursuant to Utah Code § 10-2-407, the City Council held a public hearing to receive input on the proposed annexation on January 15, 2019; and July 2, 2019, and the City Council continued decision on the Annexation to a later date.

4. Completion of Annexation Process and Adoption of Ordinance. City hereby agrees to complete the following annexation process to give effect to the terms of this Agreement. City personnel shall publish notice of a public meeting to be held by the City Council, which notice shall be in a form acceptable to the Parties. The City Council shall cause to be included on the agenda of the public meeting on July 2, 2019, and shall consider for adoption at such meeting, the following ordinances:

(i) an Ordinance approving the annexation of the Property and the City Exchange Property (defined below) into the City (the “**Annexation Ordinance**”), which Ordinance shall be in a form acceptable to the Owners; and

(ii) one or more Ordinances (i) assigning the R1-10 Zone and Low Density Land Use Designation to the Property and the City Exchange Property, (ii) amending the General Plan of the City, as may be required to implement the provisions of this Agreement and vest the development entitlements set forth herein (collectively, the “**Concurrent Ordinances**”).

5. Zone and General Plan Changes and City Services. Subject to the terms of this Agreement, the Property and the City Exchange Property to be annexed into the City shall, upon annexation into the City, be assigned the zoning of the R1-10 Zone and Low Density Land Use Designation. After annexation, the City shall provide all City services to the Property and the City Exchange Property that it provides from time-to-time to other residents and properties within the City provided an Owner installs and dedicates all required onsite and offsite improvements necessary to service the Property for each plat recorded per City ordinances.

6. Right to Withdraw Petition. Owners consent to the annexation of the Property into the City based solely upon the confirmation and vesting of the rights, privileges, benefits and development entitlements described in this Agreement, and not otherwise. It is the intent, purpose and agreement of Owners and the City, and the Owners and City have and do hereby agree, that the Petition has been submitted to the City on the express condition that it be considered for legislative approval only if (i) the City Council, simultaneously or concurrently with such approval, also approves the Concurrent Ordinances, in forms acceptable to the Parties, and (ii) the City Council takes all actions necessary for the Annexation Ordinance to be and become a valid and binding obligation of the City. While it is understood that the City cannot, by accepting the Petition, bind the City Council to adopt either the Annexation Ordinance or the Concurrent Ordinances, and while the City has made no representations, express or implied, to the contrary, if the City Council does not adopt and approve the Concurrent Ordinances and execute and deliver to Owners the Concurrent Ordinances simultaneously or concurrently with the adoption and approval of the Annexation Ordinance, the Petition shall be deemed withdrawn by Owners immediately prior to the consideration by the City Council of the Annexation Ordinance, and shall

be null, void and of no force and effect. The City acknowledges and agrees that it has no power or authority to annex the Property, except upon the Petition and with the consent of Owners, that it will not do so without such consent, and that any effort or attempt to do so will be null and void.

7. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations following the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify an Owner's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting an Owner's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, each Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property.

8. Development of the Property. Once an Owner commences any development of the Property, such Owner agrees to comply with all the terms, conditions, and requirements of this Agreement. However, notwithstanding any provision of this Agreement, such Owner shall have no obligation to develop any portion of the Property not owned by said Owner or of which such Owner has not commenced the development of as provided herein.

9. Required Improvements. Except as specifically provided herein, this Agreement does not in any way convey to an Owner any capacity in any City system or infrastructure or the ability to develop the Property without the need for such Owner to install and dedicate to City all required onsite and offsite improvements necessary to service the Property per City ordinances. Each Owner shall be responsible for paying all property taxes including rollback taxes owing on any required improvements prior to dedication or conveyance and prior to acceptance by City. Future development of the Property shall comply in all respects to all City ordinances with respect to the required infrastructure to service the Property. Not by way of limitation, each Owner shall be required to install and dedicate the City's minimum-sized infrastructure, whether or not the minimum size may have additional capacity. In addition, in consideration of granting the Zoning Request or a future zoning request by Rushton, the applicable Owner may be required to upsize certain infrastructure, as specified below. Not by way of limitation, each Owner shall be required to install and dedicate the following:

a. Water Rights and Sources. When an Owner records a plat, such Owner shall convey to the City water rights and sources sufficient for the development of the Property according to City ordinances and state law in effect at the time a final plat is recorded. The Owner may acquire water rights and sources from the City if the City has sufficient water rights and sources to service the Property. The parties acknowledge that at least a portion of the water rights required for development of the Property could be satisfied from water credits already on file with the City or held by an Owner. Such water credits are subject to an Owner providing sufficient proof of existence and right of ownership or use to the City.

b. Water Facilities for Development. When an Owner develops a portion of the Property, such Owner shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including but not limited to source, storage, distribution, treatment, and fire flow facilities sufficient for the development of such property in accordance with the City ordinances current at the time a complete preliminary plat application is filed. The required improvements for each plat shall be specified by City ordinances at the time a complete preliminary plat application is filed and may be adjusted in accordance with the then-current City ordinances and any applicable law.

c. Sewer, Storm Drainage, and Roads. When an Owner develops the Property or a portion thereof, such Owner shall be responsible for the installation and dedication to City of all necessary onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the property current at the time a complete preliminary plat application is filed. The required improvements for each plat shall be specified by City ordinances at the time a complete preliminary plat application is filed and may be adjusted in accordance with the then-current City ordinances and any applicable law. The Owner shall be required to install road improvements necessary to service the needs of any recorded final plat. In order to make such determination, the Owner shall conduct a traffic study by a licensed traffic engineer and present such stamped traffic study to the City for written approval, which shall not be unreasonably withheld. Once City has approved the traffic study in writing, City and the Owner shall meet to determine the needs for construction of road surfaces on the Owner's project.

d. Upsizing/Reimbursements to Owner. Except as otherwise provided herein, the City shall not require either Owner or its successors and assigns to "upsized" any public infrastructure (i.e., to construct the infrastructure to a size larger than the onsite and offsite infrastructure per City ordinances required to service an approved final plat) unless financial arrangements reasonably acceptable to such Owner are made to compensate Owner for the incremental or additive cost of such upsizing, except that City shall not be required to reimburse Owner for what could be additional capacity found in the minimum-sized infrastructure needed to service the project and required by the City ordinances. By way of example only, the City shall have no reimbursement obligations if, in order to service a phase in the Project, the City ordinance requires Owners to install the minimum sized sewer line of 8" and that minimum capacity allows for additional properties beyond the Project to connect to such line.

e. Landscaping, Fencing and Trail Improvements. When an Owner develops a portion of the Property, at the time of recordation of a plat, such Owner will be required to install, or guarantee the installation, of all landscaping, trail, and fencing improvements required for that plat by City ordinances at the time a complete preliminary application is filed.

f. Power Lines. When an Owner develops a portion of the Property, at Owner's expense, such Owner shall bury the power lines that are included within a recorded plat that are required by City ordinances to be buried, with the understanding that

“transmission” power poles identified in the City’s utility map do not need to be buried or relocated.

10. Exchange of Property. Within five (5) business days of the Effective Date, Fieldstone and City shall, in good faith and using commercially reasonable efforts, mutually agree on an appraiser (the “Appraiser”) to determine the current fair market value of that certain portion of the Property, which is more fully described in the legal description attached as Exhibit “B” (“Fieldstone Exchange Property”), and that certain property, which is more fully described in the legal description attached as Exhibit “C” (“City Exchange Property”). In addition, Fieldstone and City shall, in good faith and using commercially reasonable efforts, mutually agree on the method and parameters of how the Appraiser will determine the current fair market value of the Fieldstone Exchange Property and the City Exchange Property. After Fieldstone and City have (i) received the appraisals from the Appraiser and (ii) mutually agreed in writing to the value of the Fieldstone Exchange Property and the City Exchange Property, respectively, City shall give the necessary notices required by the Utah Code for disposing property by a municipality. Within five (5) business days of City and Fieldstone completing the required process described in the preceding sentence, Fieldstone shall transfer the Fieldstone Exchange Property to City and City shall transfer the City Exchange Property to Fieldstone, all by special warranty deed in forms mutually agreed to by Fieldstone and City subject only to title encumbrances approved in writing by the party receiving such property. If Fieldstone and City are unable to mutually agree on the value of the Fieldstone Exchange Property and the City Exchange Property, respectively, Fieldstone and City shall, in good faith and using commercially reasonable efforts, mutually agree on a second appraiser (the “Second Appraiser”) to determine the current fair market value of the Fieldstone Exchange Property and the City Exchange Property based on the method and parameters agreed to by the parties. After Fieldstone and City have (i) received the appraisals from the Second Appraiser and (ii) mutually agreed in writing to the value of the Fieldstone Exchange Property and the City Exchange Property, respectively, City shall give the necessary notices required by the Utah Code for disposing property by a municipality and the parties shall follow the conveyance process set forth above. However, if Fieldstone and City are unable to mutually agree on the value of the Fieldstone Exchange Property and the City Exchange Property using the appraisals from the Second Appraiser, the Appraiser and the Second Appraiser shall, in good faith and using commercially reasonable efforts, mutually agree on a third appraiser (the “Third Appraiser”) to determine the current fair market value of the Fieldstone Exchange Property and the City Exchange Property by picking between the appraisal from the Appraiser and the appraisal from the Second Appraiser. After Fieldstone and City have received the final decision from the Third Appraiser, City shall give the necessary notices required by the Utah Code for disposing property by a municipality and the parties shall follow the conveyance process set forth above.

11. Easements; Open Space Rights; and Temporary Use of ROW.

a. Easements. Within five (5) business days of the Effective Date, Rushton and Fieldstone shall convey to City thirty-foot wide perpetual utilities easements on the portions of the Property described in Exhibit “D” (the “Easement Property”), said easement to be in a form mutually agreed to by Rushton, Fieldstone and City. For any utilities installed prior to development of the Property on the Easement Property, the City shall ensure that three appropriate utility stubs for residential development are installed without

cost to the Owners for use by the Owners at locations required by Owners subject to the payment by Owners of any connection and impact fees charged to development/buildings pursuant to City ordinances and so long as the City's master plans are followed. If Owners do not connect to the utility stubs, Owners shall be responsible for the removal and abandonment of the utility stubs in accordance with City ordinances.

b. Open Space Requirements. Fieldstone and Rushton shall each receive an acre for acre credit as fully improved with full access against their respective open space requirements under City ordinances for their development of their respective portions of the Property by using those areas of thirty feet along both the eastern edge and the western edge of the expansion of Foothill Blvd. (also known as UDOT's Mountain View Freeway Extension (SR85)), which is owned by UDOT and adjacent to their respective properties within the Project, so long as such area is improved with landscaping and recreational amenities per the City's then-current ordinances regarding open space.

c. Temporary Use of ROW. At any time until the UDOT or City improvements are installed on the expansion of Foothill Blvd., Owners shall have temporary access on and use of the area that will be improved by UDOT.

12. Time of Approval. Any approval of complete applications filed with the City or any approval required by this Agreement shall not be unreasonably withheld or delayed.

13. Term. The term of this Agreement shall be for a period of ten years from the Effective Date and shall automatically renew for one successive period of ten years, unless either party is in breach pursuant to 16.c. below. However, this Agreement may terminate upon the earlier to occur of: (i) when certificates of occupancy have been issued for all buildings and/or dwelling units on the Property; provided, however, that any covenant included in this Agreement which is intended to run with the land, as set forth in any special condition, shall survive this Agreement as provided by such special condition; or (ii) if the parties mutually agree to terminate the Agreement in writing. Unless otherwise agreed to by the City and the Owners, each Owner's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement approved by City and Owners in writing. However, this Agreement shall continue in perpetuity for any portions of the Property contained in a final plat approved by the City Council and recorded on the property in the county recorder's office by an Owner, unless City and such Owner mutually agree otherwise in writing.

14. Vested Rights. The rights established by this Agreement, including, but not limited to, the right of each Owner to develop the Property under the R1-10 Zone and Low Density Land Use Designation, shall vest immediately upon the Effective Date, shall run with the land, and shall be irrevocable for the Term. For clarification, any "land use application" of an Owner for the purposes of Section 10-9a-509, et seq., of the Utah Code, and all such future applications, amendments, and submissions related thereto shall be entitled to be considered under the R1-10 Zone and Low Density Land Use Designation pursuant to the terms of such provision.

15. Successors and Assigns.

a. Change in Owner. This Agreement shall be binding on the successors and assigns of each Owner. If any portion of Property is transferred ("Transfer") to a third party ("Transferee"), the applicable Owner and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to such Transfer, the Owner provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as the applicable Owner under this Agreement and the persons and/or entities executing this Agreement as an Owner shall be released from any further obligations under this Agreement as to the transferred Property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of Subparagraph 15.a., a transfer by an Owner of a lot or unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Owner's obligations with respect to such lot or dwelling unit have been completed. In such event, the Owner shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

16. Default.

a. Events of Default. Upon the happening of one or more of the following events or conditions, an Owner or City, as applicable, shall be in default ("Default") under this Agreement:

i. a warranty, representation, or statement made or furnished by an Owner under this Agreement is intentionally false or misleading in any material respect when it was made;

ii. a warranty, representation, or statement made or furnished by City under this Agreement is intentionally false or misleading in any material respect when it was made;

iii. a determination by City made upon the basis of substantial evidence that an Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement;

iv. a determination by an Owner made upon the basis of substantial evidence that City has not complied in good faith with one or more of the material terms or conditions of this Agreement;

v. any other event, condition, act, or omission, either by City or an Owner that violates the terms of, or materially interferes with the intent and objectives of this Agreement.

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty-day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph 16.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, contractor delays, governmental restrictions, governmental regulations, governmental controls, governmental delays, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in Subparagraphs 16.a. and 16.b. above, City or an Owner may pursue whatever remedies it may have at law or in equity, including injunctive and other equitable relief.

17. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A: Property Description.

Exhibit B: Fieldstone Exchange Property Description.

Exhibit C: City Exchange Property Description.

Exhibit D: Easement Property Description.

18. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at the Owners' expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

c. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each Party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project or any other covenant or obligation of the City hereunder is held invalid by a court of competent jurisdiction, this Agreement shall be null and void, provided, however, that in the event this Agreement has been partially performed, the Parties shall be restored—to the extent reasonably possible—to the position they were in prior to entering into this Agreement.

g. Enforcement. The Parties to this Agreement recognize that the Parties have the right to enforce the terms of this Agreement by seeking an injunction to compel compliance. In the event either Party violates the terms of this Agreement, the Party not in violation may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of a court of competent jurisdiction if the Party in violation has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by the violating party. The Parties shall be free from any liability arising out of the exercise of its rights under this paragraph.

h. No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. No officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions or make any binding promise or representation not contained herein.

i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

j. Attorney Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To Fieldstone: Fieldstone Canton Ridge Park, LLC
 12896 South Pony Express Road, Suite 400
 Draper, Utah 84020
 Attn: Jason Harris, VP of Land Acquisitions
 Email: jharris@fieldstonehomes.com

With a copy to: Kirton McConkie
 50 East South Temple, Suite 400
 Salt Lake City, Utah 84111
 Attn: Tyler Buswell
tbuswell@kmclaw.com

To Rushton: Alma E. and Ethel B. Rushton Family Partnership
 Attn. Terry Rushton
 4441 South 5400 West
 West Valley City, Utah 84120

To the City: City Manager
 City of Saratoga Springs
 1307 N. Commerce Drive, Suite 200
 Saratoga Springs, UT 84045

l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronic copies of executed originals; provided, however, if executed and evidence of execution is made by electronic copy, then an original shall be provided to the other party within seven days of receipt of said electronic copy.

n. Hold Harmless and Indemnification.

Each Owner agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to the direct or indirect operations of such Owner or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.

City agrees to defend, indemnify, and hold harmless each Owner and its officials, officers, agents, employees, owners, subsidiaries, consultants, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to the direct or indirect operation of City or its contractors, subcontractors, agents, employees, elected officials, or other persons acting on its behalf which relates to the Project, or which arises out of claims of personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.

i. Nothing herein shall be construed to mean that an Owner or City shall defend, indemnify, or hold the other Party or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the other Party, or its boards, officers, agents, or employees; (ii) the negligent installation of improvements that have been offered for dedication and accepted by the City for maintenance; or (iii) breach of this Agreement by the other Party.

ii. The Parties shall give written notice of any claim, demand, action or proceeding which is the subject of this hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, the Party receiving said notice shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

o. Relationship of Parties. The contractual relationship between City and the Owners arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and the Owners, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) each Owner shall have the full power and exclusive control of that portion of the Property that it owns, subject to the obligations of such Owner set forth in this Agreement.

p. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, collect, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

q. Authority. The Parties warrant that the undersigned individuals have full power and authority to enter into this Agreement on their behalf. The Parties understand that each is relying on these representations and warranties in executing this Agreement.

r. Headings for Convenience. All headings and captions are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

[Signatures and Acknowledgements to Follow]

[City Signature Page to Annexation and Development Agreement]

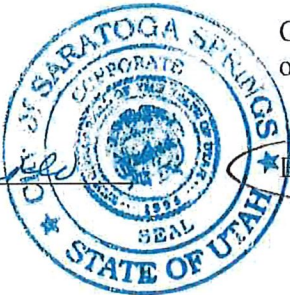
IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of each Owner as of the date first written above.

CITY:

Attest:

City of Saratoga Springs, a political subdivision of the State of Utah

Cindy Holcomb
City Recorder



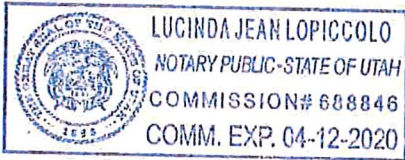
By: *[Signature]*
Mayor

State of Utah

County of Utah

The foregoing instrument was acknowledged before me this 20 day of August 2019 by Tom M. Her, the Mayor of City of Saratoga Springs, a political subdivision of the State of Utah.

Lucinda Jean Lopiccolo
Notary Public



[Fieldstone Signature Page to Annexation and Development Agreement]

FIELDSTONE:

Fieldstone Canton Ridge Park, LLC,
a Utah corporation

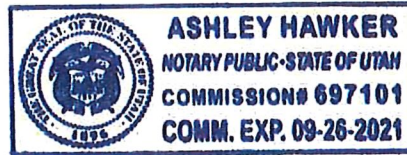
By: *Jason Harris*
Its: *Assistant Secretary*

State of Utah

County of *Salt Lake*

The foregoing instrument was acknowledged before me this *2* day of *August* 2019
by *Jason Harris*, the *assistant secretary* of Fieldstone Canton Ridge Park, LLC., a Utah
corporation.

Ashley Hawker
Notary Public



[Rushton Signature Pages to Annexation and Development Agreement]

RUSHTON:

ALMA E. AND ETHEL B. RUSHTON FAMILY PARTNERSHIP, a Utah general partnership
By Its General Partners:

RUSHTON FAMILY COMPANY, LLC, a Utah limited liability company

By Lynda R. Ahlquist
Lynda R. Ahlquist, Its Manager

STATE OF UTAH)
) :ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 30th day of July, 2019, by Lynda R. Ahlquist, as the Manager of Rushton Family Company, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.

[Signature]
NOTARY PUBLIC



A. LAURENCE & ELVA J. RUSHTON FAMILY COMPANY, LLC, a Utah limited liability company

By Terry L. Rushton
Terry L. Rushton, Its Manager

STATE OF UTAH)
) :ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 29 day of July, 2019, by Terry L. Rushton, as the Manager of A. Laurence & Elva J. Rushton Family Company, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.

[Signature]
NOTARY PUBLIC



FLOYD & NORMA RUSHTON PROPERTIES, LLC,
a Utah limited liability company

By *Floyd S. Rushton*
Floyd S. Rushton, Its Manager

STATE OF UTAH)
):ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 29 day of July, 2019, by Floyd S. Rushton, as the Manager of Floyd & Norma Rushton Properties, LLC, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.



[Signature]
NOTARY PUBLIC

JONES LEHI, L.L.C., a Utah limited liability company

By *Harry R. Jones*
Harry R. Jones, Its Manager

STATE OF UTAH)
):ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 31 day of July, 2019, by Harry R. Jones, as the Manager of Jones Lehi, L.L.C, a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.



[Signature]
NOTARY PUBLIC

ELSIE LOVELACE, L.L.C., a Utah limited liability company

By Brad D. Turpin
Brad D. Turpin, Its Manager

STATE OF UTAH)
):ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 30 day of July, 2019, by Brad D. Turpin, as the Manager of Elsie Lovelace, L.L.C., a Utah limited liability company, which is a general partner of Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

Legal Description

THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN SARATOGA SPRINGS, UTAH.

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE N0°29'13"E ALONG THE SECTION LINE 2653.78 FEET TO THE WEST ¼ OF SAID SECTION 34; THENCE S89°50'7"E ALONG THE QUARTER SECTION LINE 2702.98 FEET TO THE CENTER OF SAID SECTION 34; THENCE S0°23'55"E ALONG THE QUARTER SECTION LINE 2660.75 FEET TO THE SOUTH ¼ OF SAID SECTION 34; THENCE N89°41'30"W ALONG THE SECTION LINE 2744.09 FEET TO THE POINT OF BEGINNING. CONTAINS +/- 166.14 ACRES.

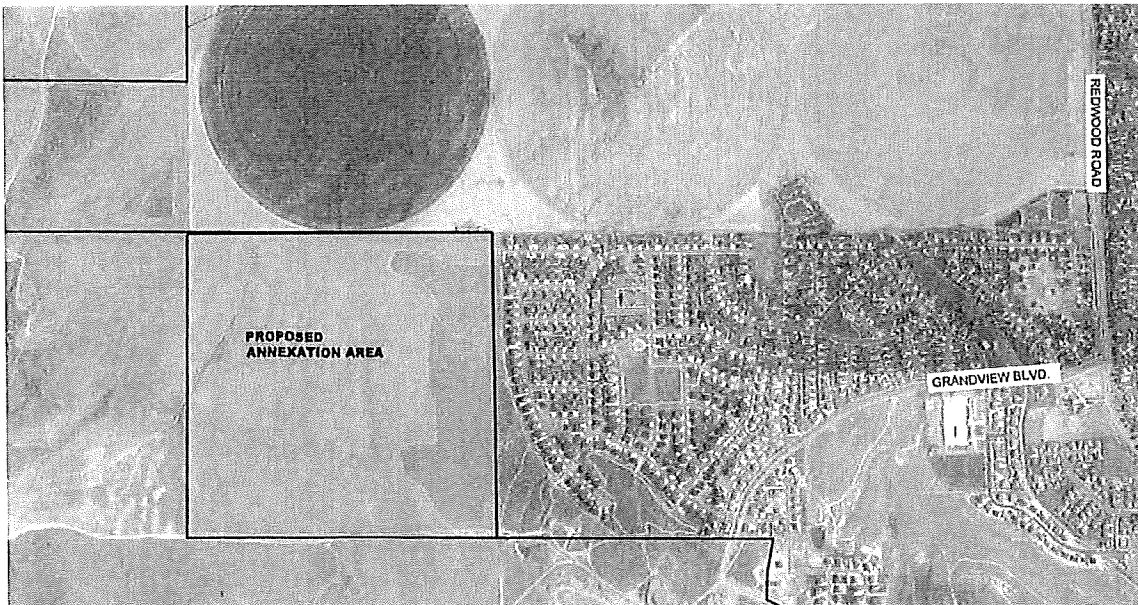


EXHIBIT "B"

Legal Description of the Fieldstone Exchange Property

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 1941.72 FEET AND SOUTH 807.51 FEET FROM THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTHEASTERLY ALONG THE ARC OF A 3000.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N70°21'00"E) 1036.18 FEET THROUGH A CENTRAL ANGLE OF 19°47'22" (CHORD: S29°32'41"E 1031.04 FEET); THENCE WEST 508.41 FEET; THENCE NORTH 896.97 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±4.53 ACRES

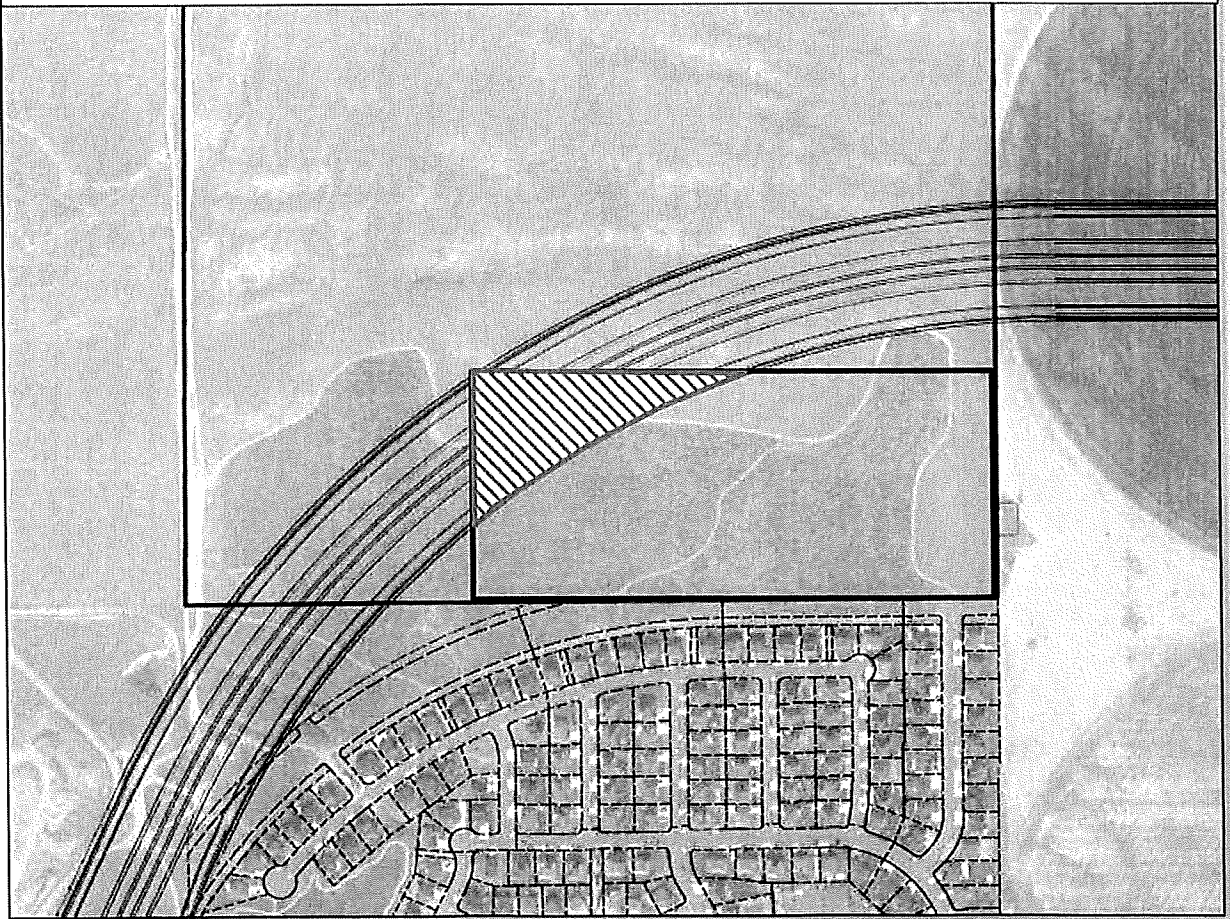


EXHIBIT "C"

Legal Description of the City Exchange Property

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED N89°45'56"W ALONG THE QUARTER SECTION LINE 2703.01 FEET FROM THE EAST 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S89°45'56"E ALONG THE QUARTER SECTION LINE 90.00 FEET TO THE EAST EDGE OF THAT BUFFER ZONE ADJACENT TO AND RUNNING ALONG THE EASTERLY SIDE OF FOOTHILL BOULEVARD; THENCE ALONG THE EASTERLY EDGE OF SAID BUFFER ZONE THE FOLLOWING TWO (2) COURSES: S0°23'17"E 880.46 FEET; THENCE ALONG THE ARC OF A 2070.00 FOOT RADIUS CURVE TO THE LEFT 2114.49 FEET THROUGH A CENTRAL ANGLE OF 58°31'38" (CHORD: S29°39'07"E 2023.75 FEET); THENCE NORTHWESTERLY ALONG THE ARE OF A 2145.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N18°15'05"E) 257.02 FEET THROUGH A CENTRAL ANGLE OF 6°51'55" (CHORD: N68°18'58"W 256.87 FEET); THENCE N64°53'00"W 74.92 FEET; THENCE ALONG THE ARC OF A 3000.00 FOOT RADIUS CURVE TO THE RIGHT 382.18 FEET THROUGH A CENTRAL ANGLE OF 7°17'57" (CHORD: N61°14'02"W 381.92 FEET) TO THE WEST EDGE OF THAT BUFFER ZONE ADJACENT TO AND RUNNING ALONG THE WESTERLY SIDE OF FOOTHILL BOULEVARD; THENCE NORTHWESTERLY ALONG THE WESTERLY EDGE OF SAID BUFFER ZONE ALONG THE ARC OF A 2250.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N49°27'59"E) 936.96 FEET THROUGH A CENTRAL ANGLE OF 23°51'34" (CHORD: N28°36'14"W 930.20 FEET) TO THE QUARTER SECTION LINE (ALSO BEING THE WEST BOUNDARY OF THE BENCHES SUBDIVISION PLAT 12; THENCE N0°23'55"W ALONG THE QUARTER SECTION LINE (ALSO BEING THE WEST BOUNDARY OF THE BENCHES SUBDIVISION PLAT 12, THE BENCHES PLAT 11 AND THE BENCHES PLAT 10) 1512.40 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±8.50 ACRES

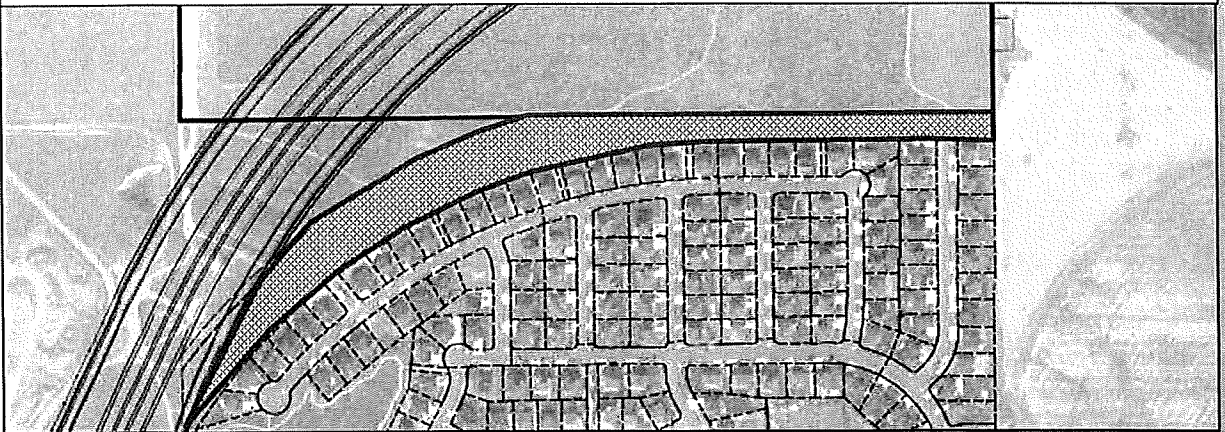


EXHIBIT "D"

Legal Description of Easement Property

30' WIDE PERMANENT EASEMENT (PARCEL #1)

A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N0°23'55"W along the Quarter Section Line 632.90 feet from the South 1/4 Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence northwesterly along the arc of a 3030.00 foot radius non-tangent curve to the right (radius bears: N42°34'26"E) 446.94 feet through a central angle of 8°27'05" (chord: N43°12'01"W 446.54 feet); thence East 38.72 feet; thence southeasterly along the arc of a 3000.00 foot radius non-tangent curve to the left (radius bears: N50°33'37"E) 390.10 feet through a central angle of 7°27'01" (chord: S43°09'53"E 389.82 feet) to the Quarter Section Line; thence S0°23'55"E along the Quarter Section Line 41.18 feet to the point of beginning.

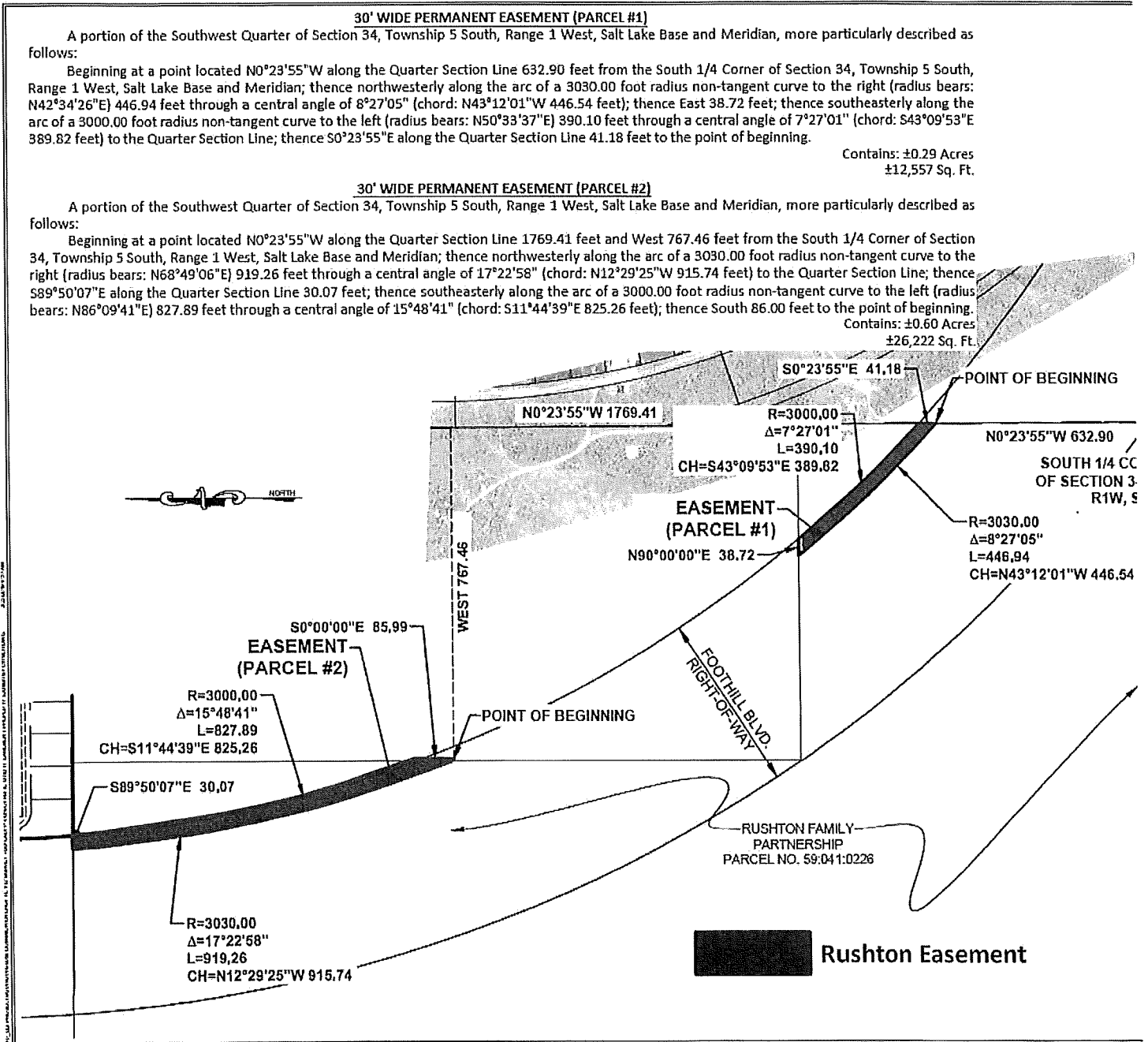
Contains: ±0.29 Acres
±12,557 Sq. Ft.

30' WIDE PERMANENT EASEMENT (PARCEL #2)

A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N0°23'55"W along the Quarter Section Line 1769.41 feet and West 767.46 feet from the South 1/4 Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence northwesterly along the arc of a 3030.00 foot radius non-tangent curve to the right (radius bears: N68°49'06"E) 919.26 feet through a central angle of 17°22'58" (chord: N12°29'25"W 915.74 feet) to the Quarter Section Line; thence S89°50'07"E along the Quarter Section Line 30.07 feet; thence southeasterly along the arc of a 3000.00 foot radius non-tangent curve to the left (radius bears: N86°09'41"E) 827.89 feet through a central angle of 15°48'41" (chord: S11°44'39"E 825.26 feet); thence South 86.00 feet to the point of beginning.

Contains: ±0.60 Acres
±26,222 Sq. Ft.

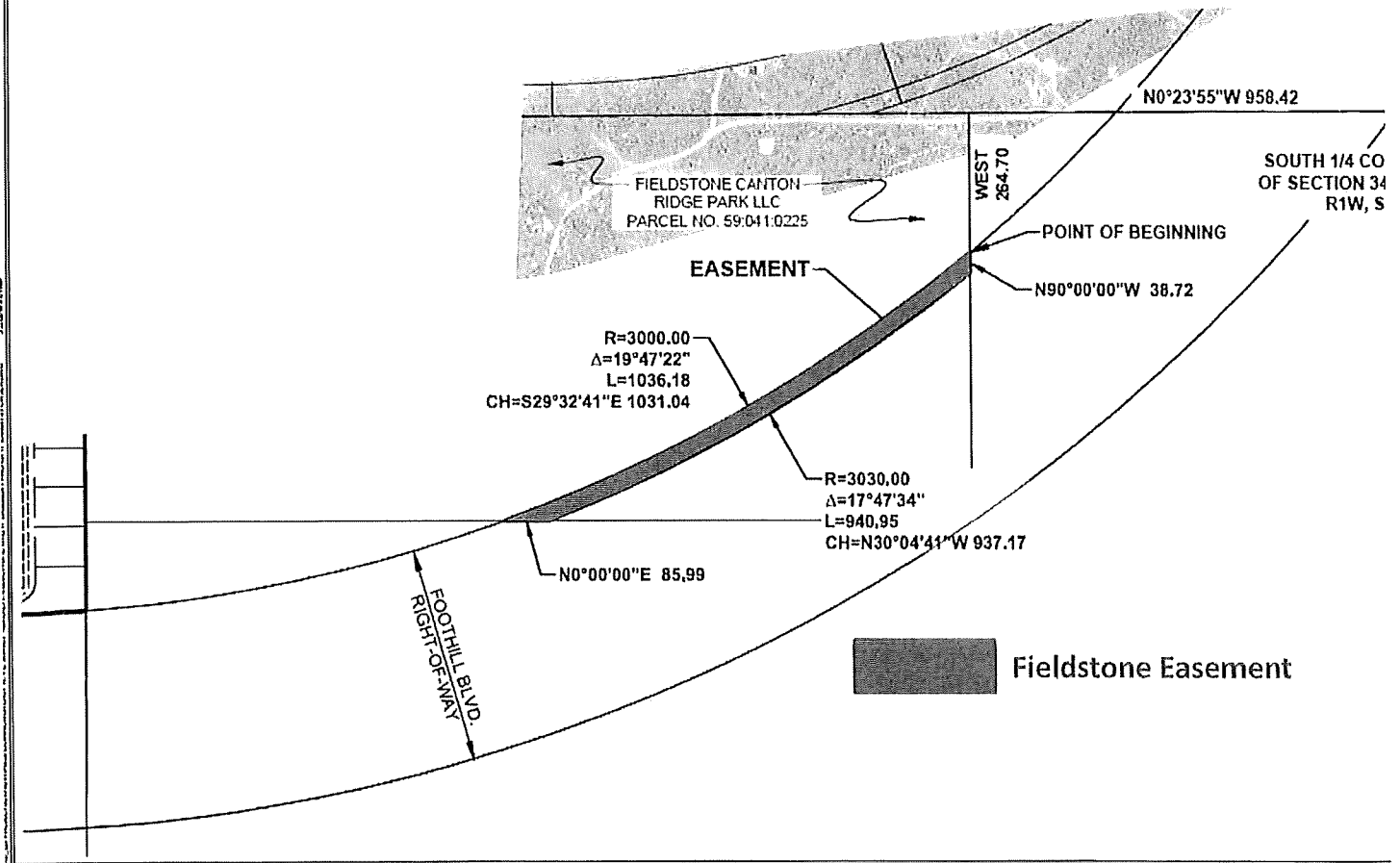


30' WIDE PERMANENT EASEMENT

A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N0°23'55"W along the Quarter Section Line 958.42 feet and West 264.70 feet from the South 1/4 Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 38.72 feet; thence northwesterly along the arc of a 3030.00 foot radius non-tangent curve to the right (radius bears: N51°01'32"E) 940.95 feet through a central angle of 17°47'34" (chord: N30°04'41"W 937.17 feet); thence North 85.99 feet; thence southeasterly along the arc of a 3000.00 foot radius non-tangent curve to the left (radius bears: N70°21'00"E) 1036.18 feet through a central angle of 19°47'22" (chord: S29°32'41"E 1031.04 feet) to the point of beginning.

Contains: ±0.68 Acres
±29,642 Sq. Ft.



Fieldstone Canton Ridge Park, LLC

Vendor Name: Vendor No. Check Total Check No. 128
 Utah County Recorder UTRECO 40.00 Check Date: 8/22/2019

Invoice	Date	Description	Gross Amt	Adjusts	Net Amount
190821	8/21/2019	crp000000 recording fee for annexation	40.00		40.00

Check Subtotal 40.00

Utah County Recorder
 09/04/2019

Entry#	Pages	Time	Fees
86036	1	10:23 am	0.00
86037	1	10:23 am	0.00
86038	1	10:23 am	0.00
86039	23	10:24 am	40.00

Total documents recorded = 4 40.00

Recorded for - SARATOGA SPRINGS CITY

Payment information - Group# 2104423

Payment type	Amount
Check	40.00
Total =	40.00

RUSHTON WEST ANNEXATION AND DEVELOPMENT AGREEMENT.



THIS RUSHTON WEST ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on January 4, 2022, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation ("City"), and Saratoga 262 Partners LLC ("Saratoga 262"), and Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership ("Rushton"). Saratoga 262 and Rushton may be individually referred to as an "Owner," and collectively as the "Owners," and the City and the Owners are sometimes individually referred to as a "Party," and collectively as the "Parties."

RECITALS:

WHEREAS, the City and Fieldstone Canton Ridge Park, LLC, a Utah limited liability company ("Fieldstone") and Rushton entered into an Annexation and Development Agreement dated August 20, 2019 (the "2019 Agreement"), that incorporated a parcel of real property into the City, a legal description of which is attached hereto as Exhibit "A" (the "Incorporated Parcel");

WHEREAS, the Incorporated Parcel was subsequently divided into 5 parcels, identified by Utah County Parcel Numbers 58:041:0244, 58:041:0246, 58:041:0245, 58:041:0243 and 58:041:0238 (the "Incorporated Parcels").

WHEREAS, Saratoga 262 now owns the Incorporated Parcels; and

WHEREAS, Rushton owns, and Saratoga 262 has the right to purchase, a parcel of real estate adjacent to the Incorporated Parcels, consisting of approximately 162 acres of property located in unincorporated Utah County, more fully described in the property ownership map, site plan, and/or legal descriptions attached as Exhibit "B" (the "Property"); and

WHEREAS, Owners and City wish to annex the unincorporated Property into the City ("Annexation Request") to develop the Property as a residential subdivision (the "Land Use Request") with the same terms as those set forth in the 2019 Agreement, with certain key exceptions to those terms to be set forth in this Agreement;

AGREEMENT:

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners hereby agree as follows:

1. **Effective Date.** This Agreement shall become effective on the date it is executed by Owners and the City and the City has completed the annexation process and other requirements set forth herein ("Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.
2. **Affected Property.** The Property ownership map and/or legal descriptions for the Property are attached as Exhibit "B". In the event of a conflict between the legal description and the Property ownership map, the legal description shall take precedence. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Owners and City.

3. The Terms of the 2019 Agreement apply. The Parties incorporate herein by reference each and every term of the 2019 Agreement and amendments to apply to the annexation and development of the Property, except as otherwise provided in this Agreement including but not limited to Section 4. below.
4. Exceptions to the 2019 Agreement. For the purposes of this section 4, “project improvement” and “system improvement” shall have the same definition as that in Utah Code §11-36a-102, and “City regulations” shall be defined as all City ordinances, regulations, specifications, and standards in effect at the time a complete preliminary plat, site plan, or development plan application is filed and all application fees are paid. The Parties agree that the terms of the 2019 apply to this Agreement, except:
- a. Saratoga 262 will donate to City the piece of property needed by City to complete the right of way for Foothill Boulevard without compensation or credits in any form. This property is more precisely described in Exhibit “C”.
 - b. Saratoga 262 will contribute \$10,000,000 (TEN MILLION U.S. DOLLARS) towards the installation of water and transportation infrastructure including but not limited to: (i) a zone 1-2 drinking water pump station; (ii) a drinking water line and booster pump from the Central Utah Water turnout near Pony Express and extending southward to the existing 16-inch waterline at Hallmark Drive; (iii) the construction of Foothill Boulevard from Pony Express and south to Lariat Boulevard; (iv) any other necessary appurtenance; and (5) all design, acquisition, and construction costs. Division of funds between the infrastructure shall be at the sole discretion of City. Notwithstanding anything in this subparagraph b. to the contrary, Saratoga 262 shall not be exempt from being financially responsible for project improvements (as opposed to the system improvements).
 - c. Saratoga 262 will fund the design and installation of all water facilities necessary for the service of the property in accordance with City regulations including, but not limited to: (i) a 1.5 million gallon zone 3 drinking water storage tank; (ii) a 3 million gallon water storage reservoir; (iii) a 500 gpm drinking water booster station; (iv) a 2,250 gpm secondary water booster station; and (v) associated pipelines connecting the tank, reservoir, and booster stations to the City’s existing water system. It is anticipated that the drinking water and secondary water storage facilities will be located on the SITLA land directly south of the Incorporated Parcels, pending SITLA’s agreement on placement and cost participation. Such facilities shall be sized per the City’s master plans and be sufficient to provide capacity for both Saratoga 262 and SITLA developments. These facilities are more specifically listed in Exhibit “D” and shall not be funded with the \$10,000,000 (TEN MILLION U.S. DOLLARS) listed in 4.b. above; however, the City shall reimburse the Developer in impact fee credits for the difference in cost (if any) between project improvements and system improvements.
 - d. The new development, a residential subdivision of single-family homes, comprised of the Incorporated Property and the Property, will be called “Brixton Park.”
 - e. The zoning for the Property will be R3-6 which allows higher density than the R1-10 zoning in the original Annexation and Development Agreement. Notwithstanding the higher density allowed under the R3-6 zone, the overall density of the project west of the Mountainview Corridor right of way shall not exceed 3 (THREE) lots per acre after non-developable acreage per City regulations is deducted from the gross acreage. Lots shall be arranged substantially as shown in Exhibit “E.” Notwithstanding the zoning, up to a maximum of 798 residential units

may be built on the Incorporated Parcel and Property taking into account non-developable acreage per City regulations. Developer shall hold City harmless if Developer is not able to build 798 residential units on the Incorporated Parcel Property due to City regulations with respect to physical constraints, sensitive lands, and non-developable areas.

For lots on the Incorporated Parcel and Property west of Foothill Boulevard, lots shall be a minimum of 6,000 square feet and shall contain at least the number and sizes of lots specified as follows:

- i. 40 or more lots ½ acre or larger in size;
 - ii. 44 or more lots ranging from a minimum of 1/3 acre to less than ½ acre in size;
 - iii. 164 or more lots ranging from a minimum of 10,000 sq. ft. to less than 1/3 acre in size; and
 - iv. 52 or more lots ranging in size from a minimum of 9,000 sq. ft. to less than 10,000 sq. ft. in size;
- f. Subject to geographical limitations, City engineering standards, and City ownership of the right-of-way, the City will allow Owners to use a portion of the Foothill Boulevard right of way to install storm drain and sewer infrastructure provided that such infrastructure is sized per the City's master plans. Saratoga 262 will pay the cost of the storm drain and sewer infrastructure for the project improvement size and the City will pay the costs for upsizing to the system improvement size, if any, through impact fee credits for the Property.
- g. Saratoga 262 shall either convey or purchase from City sufficient water rights and sources to meet the requirements of City regulations. Any conveyance of water rights and sources shall be subject to a water banking agreement prepared by the City Attorney. Water rights and sources conveyed shall not be recognized as credits in the City's system until a change application is approved by the Utah Division of Water Rights (DWRi) and other City regulations are met. A change application typically takes a minimum of 6 months to be approved by DWRi. If Saratoga 262 wishes to convey water rights to the City (in lieu of purchasing water from the City), final plats shall not be approved for recordation until a change application is approved. At City's sole discretion, City will consider providing water to fill any required water tank or ponds provided that Saratoga 262 conveys or purchases sufficient water rights, land, and sources to City and Saratoga 262 constructs and dedicates the necessary infrastructure to meet City regulations.
- h. Open space, including drainage areas and detention basins, will be given full or partial open space credit towards the City's open space requirements per City regulations. However, Saratoga 262 may not receive both Title 19 open space credit and impact fee credits for the same dedicated open space as specified in City regulations.
- i. City will reimburse Saratoga 262 for the \$10,000,000 (TEN MILLION U.S. DOLLARS) advanced as described in this Agreement by offsetting impact fees, water fees, building permit fees, development fees, review and inspection fees, and other fees associated with subdivision plat recordation, application review, and building permits for the lots in Brixton Park on a pro

rata basis. Further reimbursements to Saratoga 262 may come from funds to be paid to the City in the future through reimbursement by Mountainland Association of Governments or other State funding sources for the construction of Foothill Boulevard. The City shall have the sole discretion to determine whether the reimbursements will be through fee offsets, State funding sources, or a combination of both. This subparagraph 4.i. shall not be interpreted to exempt Saratoga 262 from installing project improvements per City regulations.

If the fee offsets and state funding sources are not sufficient to reimburse Saratoga 262 for the \$10,000,000, City shall reimburse Developer for the remaining amount through impact fees paid by other developers in the City, subject to previously-executed reimbursement agreements for other impact fee projects, the availability of impact fee funds, and all City policies and state law requirements with respect to budgeting for capital expenses. Saratoga 262 shall have no entitlement for specific timing of reimbursement as the City may have other reimbursement obligations pursuant to other reimbursement agreements executed prior to this Agreement and for which Saratoga 262's rights are subservient. Subject to these stipulations, City will make its best efforts to reimburse Saratoga 262 as soon as impact fee funds become available. The City shall have no obligation for the reimbursement of project improvement costs.

5. Vested Rights. The rights established by this Agreement shall vest immediately upon the Effective Date, shall run with the land, and shall be irrevocable for the Term.

6. Default.

a. Events of Default. Upon the happening of one or more of the following events or conditions, an Owner or City, as applicable, shall be in default ("Default") under this Agreement:

- i. a warranty, representation, or statement made or furnished by an Owner under this Agreement is intentionally false or misleading in any material respect when it was made;
- ii. a warranty, representation, or statement made or furnished by City under this Agreement is intentionally false or misleading in any material respect when it was made;
- iii. a determination by City made upon the basis of substantial evidence that an Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement or the relevant portions of the 2019 Agreement;
- iv. a determination by an Owner made upon the basis of substantial evidence that City has not complied in good faith with one or more of the material terms or conditions of this Agreement or the relevant portions of the 2019 Agreement;
- v. any other event, condition, act, or omission, either by City or an Owner that violates the terms of, or materially interferes with the intent and objectives of this Agreement.

b. Procedure Upon Default. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such

Default within such thirty-day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may

take the action specified in Paragraph 16.c. of the 2019 Agreement. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

- i. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, contractor delays, governmental restrictions, governmental regulations, governmental controls, governmental delays, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in Subparagraphs 16.a. and 16.b. of the 2019 Agreement, City or an Owner may pursue -whatever remedies it may have at law or in equity, including injunctive and other equitable relief. However, the Parties' sole remedy for a breach shall be specific performance, and neither party may claim monetary damages for a breach of this Agreement.

7. Entire Agreement. This Agreement, including the incorporated terms of the 2019 Agreement, shall supersede all prior agreements with respect to the subject matter hereof, not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A: Incorporated Property Description

Exhibit B: Property Description

Exhibit C: Foothill Boulevard parcel Dedication Description

Exhibit D: Water Utility Required Improvements

Exhibit E: Concept Plan

8. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. In the event of any conflict between this Agreement and the 2019 Agreement, the terms and provisions of this Agreement shall govern.

c. Recording of Agreement. This Agreement shall be recorded at the Owners' expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

d. Severability. Each and every provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

e. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each Party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

f. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.

g. State and Federal Law: Invalidity. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project or any other covenant or obligation of the City hereunder is held invalid by a court of competent jurisdiction, this Agreement shall be null and void, provided, however, that in the event this Agreement has been partially performed, the Parties shall be restored—to the extent reasonably possible—to the position they were in prior to entering into this Agreement.

h. Enforcement. The Parties to this Agreement recognize that the Parties have the right to enforce the terms of this Agreement by seeking an injunction to compel compliance. In the event either Party violates the terms of this Agreement, the Party not in violation may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of a court of competent jurisdiction if the Party in violation has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by the violating party. The Parties shall be free from any liability arising out of the exercise of its rights under this paragraph.

i. No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. No officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions or make any binding promise or representation not contained herein.

j. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

k. Attorney Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

l. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four days after being sent by registered or certified mail, properly addressed to the parties as follows (or to such other address as the receiving party shall have notified the sending party in accordance with the provisions hereof):

To Saratoga 262: Saratoga 262 Partners, LLC
10771 South Rippling Bay,
South Jordan, UT 84009
lj@larrymyler.com

With a copy to: Heather McDougald
High Ground Development, Inc.
10771 South Rippling Bay
South Jordan, UT 84009
hmcDougald@highground.dev

To Rushton: Alma E. and Ethel B. Rushton Family Partnership
Attn. Terry Rushton
4441 South 5400 West
West Valley City, Utah 84120

To the City: City Manager
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200.
Saratoga Springs, UT 84045

m. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

n. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by electronic copies of executed originals; provided, however, if executed and evidence of execution is made by electronic copy, then an original shall be provided to the Other party within seven days of receipt of said electronic copy.

o. Hold Harmless and Indemnification. Each Owner agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to the direct or indirect operations of such Owner or its contractors, subcontractors, agents, employees, or other persons acting on its behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Project and geological hazards.

i. Nothing herein shall be construed to mean that an Owner shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and

employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; (ii) the negligent maintenance or repair of improvements that have been offered for dedication and accepted by the City for maintenance; or (iii) breach of this Agreement by City.

ii. City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, the Developer shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

p. Relationship of Parties. The contractual relationship between City and the Owners arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and the Owners, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) each Owner shall have the full power and exclusive control of that portion of the Property that it owns, subject to the obligations of such Owner set forth in this Agreement.

q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, collect, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

r. Authority. The Parties warrant that the undersigned individuals have full power and authority to enter into this Agreement on their behalf. The Parties understand that each is relying on these representations and warranties in executing this Agreement.

s. Headings for Convenience. All headings and captions are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest: _____



City of Saratoga Springs,
a political subdivision of the State of Utah

Cindy Lopez
City Recorder *CINDY LOPEZ*

Mark Christensen
City Manager *MARK CHRISTENSEN*

DEVELOPER, Saratoga 262 Partners LLC, a Utah corporation/limited liability company/partnership.

By: [Signature]

Its: Manager LAURENCE MYLER

State of Utah

County of Utah

The foregoing instrument was acknowledged before me this 3rd day of MARCH 2022 by Lawrence Myler, of Saratoga 262 Partners LLC, a Utah corporation/limited liability company/partnership.

Kristen Jones
Notary Public



EXHIBIT A – THE PROPERTY INCORPORATED IN THE 2019 AGREEMENT

THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN SARATOGA SPRINGS, UTAH.

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE N0°29'13"E ALONG THE SECTION LINE 2653.78 FEET TO THE WEST ¼ OF SAID SECTION 34; THENCE S89°50'7"E ALONG THE QUARTER SECTION LINE 2702.98 FEET TO THE CENTER OF SAID SECTION 34; THENCE S0°23'55"E ALONG THE QUARTER SECTION LINE 2660.75 FEET TO THE SOUTH ¼ OF SAID SECTION 34; THENCE N89°41 '30"W ALONG THE SECTION LINE 2744.09 FEET TO THE POINT OF BEGINNING.

CONTAINS +/-166.14 ACRES.

EXHIBIT B – Property Description

All of the Southeast Quarter of Section 33, Township 5 South, Range 1 West, Salt Lake Base and Meridian, as described in that certain Warranty Deed recorded as Entry No. 5968:1983 in the office of the Utah County Recorder, more particularly described as follows:

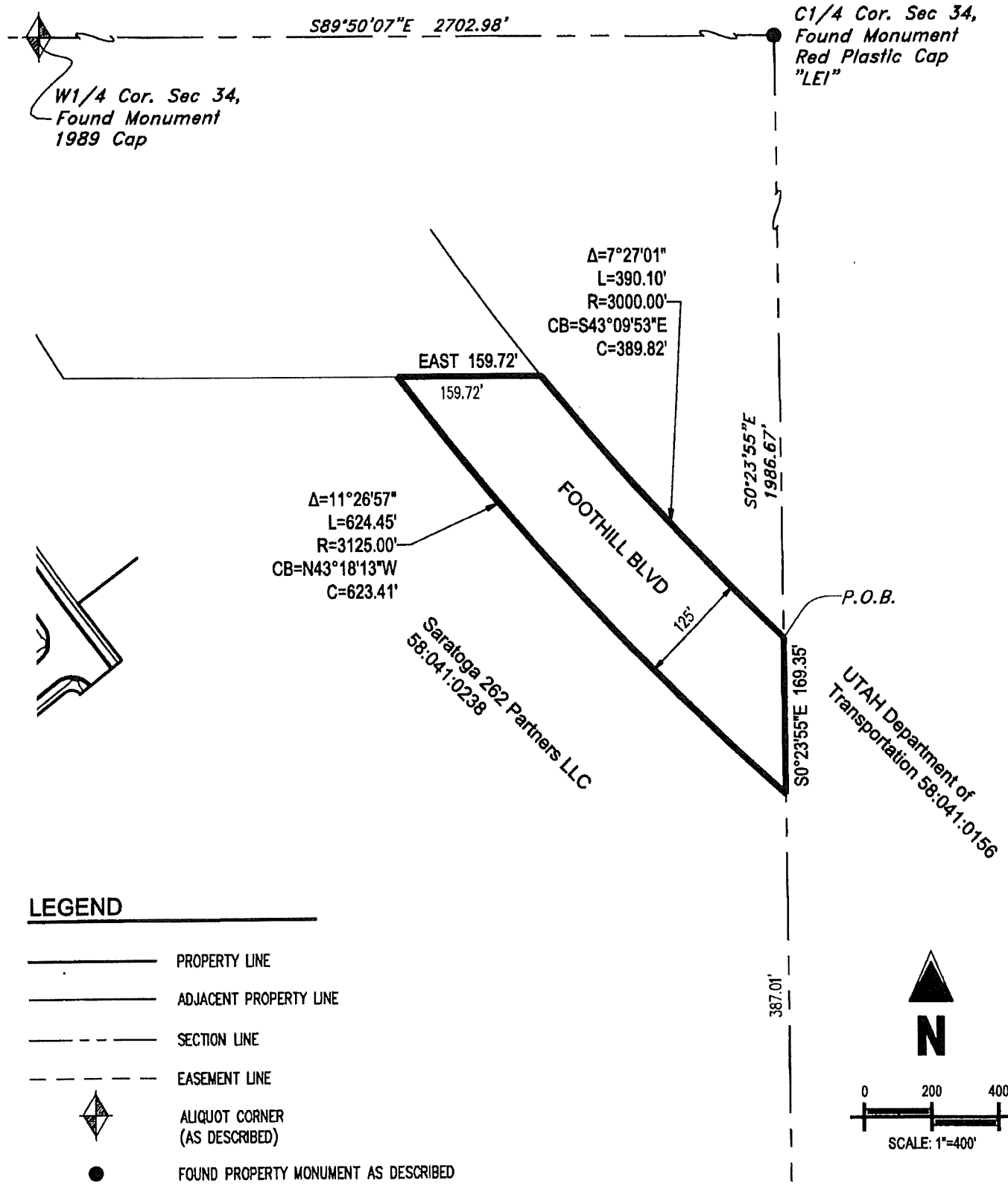
Beginning at the East 1/4 Corner of Section 33, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing is S89°50'07"E between said East 1/4 Corner of said Section 33 and an LEI Engineering Rebar & Cap at the northwest corner of The Benches Plat 10 Subdivision representing the Center 1/4 Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian); running thence along the Section line S00°29'05"W 2,653.56 feet to the Southeast Corner of said Section 33; thence along the Section line N89°52'27"W 2,652.13 feet to the South 1/4 Corner of said Section 33; thence along the 1/4 Section line N00°28'16"E 2,679.23 feet to the Center of said Section 33; thence along the 1/4 Section line S89°19'11"E 2,652.73 feet to the point of beginning.

Contains: 162.36 acres+/-

Utah County Parcel No. 58:041:0021

EXHIBIT "C"

ENT 28616:2022 PG 12 of 15



FOOTHILL BLVD PARCEL

SARATOGA 262 PARTNERS, LLC

FOOTHILL BLVD DEDICATION

Project No: FSH000009.10

Drawn By: BLB

Checked By: JA

Date: 12/17/2021

Galloway

2016 W GROVE PARKWAY, SUITE H
PLEASANT GROVE, UT 84082
385.248.0460
GallowayUS.com

Foothill Boulevard**(Across Parcels: 58-041-0238)**

A 125.00 foot wide right of way being a part of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the south quarter section line of said Section 34 which is north line of grantors property which is 2986.67 feet South 0°23'55" East from the Center ¼ Section Corner of said Section 34; running thence South 0°23'55" East 169.35 feet along said quarter section line to a non-tangent point on a curve; thence northwesterly along the arc of a 3125.00 foot radius curve to the right a distance of 624.45 feet (central angle equals 11°26'57" and bearing to center is North 40°58'19" East and long chord bears North 43°18'13" West 623.41 feet) to a point of non-tangency being on the north line of grantors property; thence EAST 159.72 feet along said North line to a non-tangent point on a curve; thence southeasterly along the arc of a 3000.00 foot radius curve to the left a distance of 390.10 feet (central angle equals 07°27'01" and bearing to center is North 50°33'37" East and long chord bears South 43°09'53" East 389.82 feet) to the point of beginning.

Contains: 63,477 sq. ft. or 1.457 acres

Exhibit D: Water Utility Required Improvements

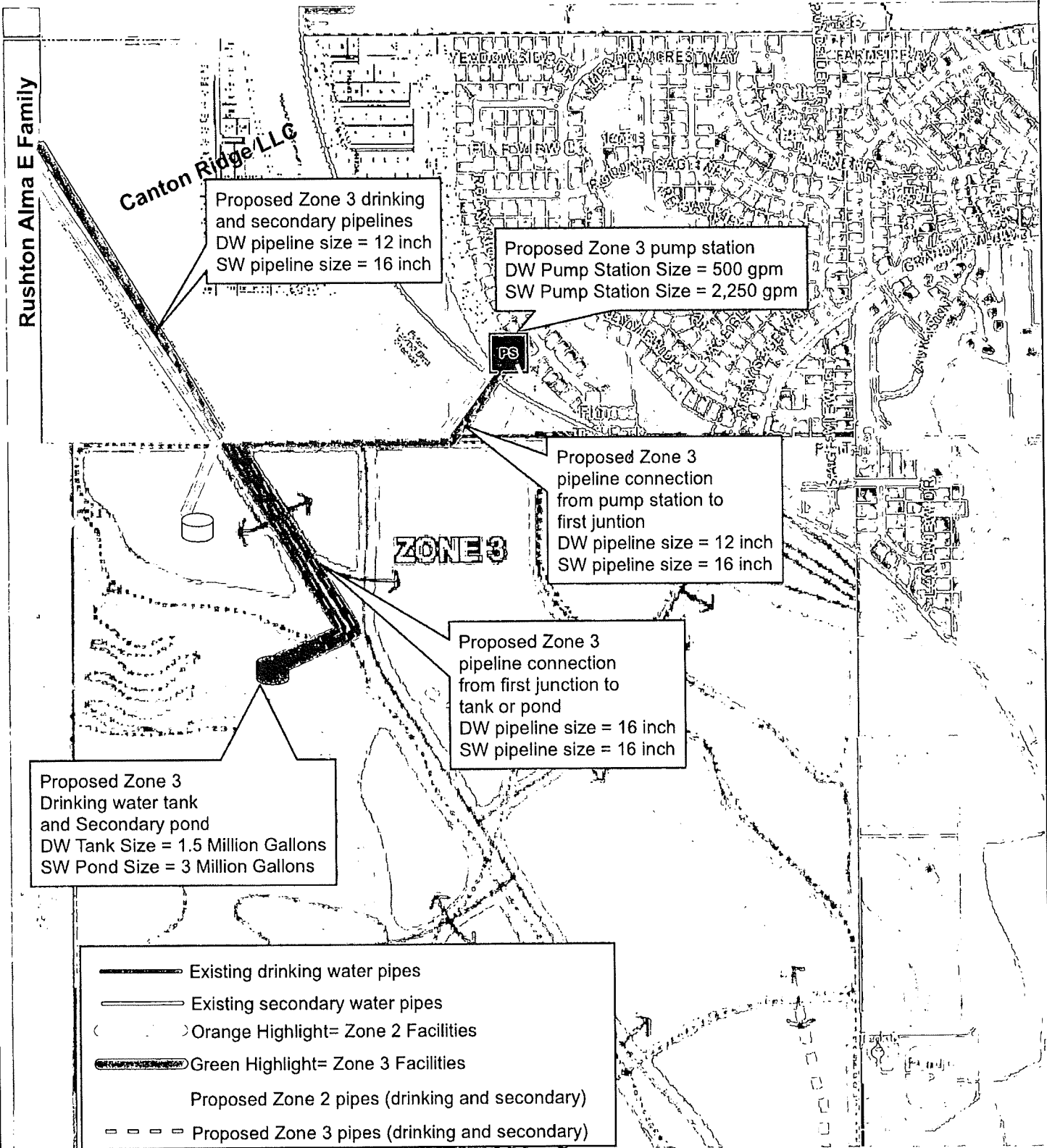


EXHIBIT D


(CERTIFICATE OF ENGINEER)

CERTIFICATE OF ENGINEER

The undersigned project engineer for the proposed Brixton Infrastructure Financing District (the "District") hereby certifies as follows:

1. I am a professional engineer, licensed under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, engaged to perform the necessary engineering services to determine the costs of the proposed infrastructure improvements benefitting property within the District.

2. The estimated costs of the public infrastructure and improvements to be acquired, constructed and/or installed benefitting property within the District exceeds \$1,000,000. Said estimated costs are based on a review of construction contracts, quotes and preliminary engineering estimates for the type and location of said proposed improvements as of the date hereof.

By:  _____

Date: November 20, 2024

Description	Total Quantity	Unit	Unit Cost	Extension	Eligible Amount	Non-Eligible Amount	NOTES
Brixton A							
Mobilization - Brixton A							
Mobilization	1.00	LS	31,212.00	\$31,212.00	\$31,212.00	\$0.00	
SWPPP							
Sweeping	1.00	LS	20,000.00	\$20,000.00	\$20,000.00	\$0.00	
Silt Fence	1.00	LS	20,000.00	\$20,000.00	\$20,000.00	\$0.00	
Construction Entrance	1.00	LS	17,000.00	\$17,000.00	\$17,000.00	\$0.00	
Inlet Protection	1.00	LS	7,000.00	\$7,000.00	\$7,000.00	\$0.00	
Toilet	1.00	LS	5,600.00	\$5,600.00	\$5,600.00	\$0.00	
Washout	1.00	LS	14,250.00	\$14,250.00	\$14,250.00	\$0.00	
Earthwork							
Strip Topsoil ROW	10,396.00	CY	2.00	\$20,792.00	\$20,792.00	\$0.00	
On Site Cut to Fill	17,742.00	CY	7.00	\$124,194.00	\$124,194.00	\$0.00	
Pond Ex	3,600.00	CY	5.00	\$18,000.00	\$18,000.00	\$0.00	
Subgrade Prep	465,286.00	SF	0.08	\$37,222.88	\$37,222.88	\$0.00	
Sewer							
8" SDR-35 Sewer	6,265.00	LF	60.00	\$375,900.00	\$375,900.00	\$0.00	
4" Sewer Lateral	86.00	EA	1,350.00	\$116,100.00	\$0.00	\$116,100.00	
10" SDR-35 Sewer	393.00	LF	68.00	\$26,724.00	\$26,724.00	\$0.00	
12" SDR-35 Sewer	672.00	LF	80.00	\$53,760.00	\$53,760.00	\$0.00	
24" SDR-35 Sewer	3,750.00	LF	185.00	\$693,750.00	\$693,750.00	\$0.00	
24" SDR-35 Sewer In Casing	400.00	LF	505.00	\$202,000.00	\$202,000.00	\$0.00	
Sewer MH 4'	25.00	EA	6,750.00	\$168,750.00	\$168,750.00	\$0.00	
Sewer MH 5'	25.00	EA	8,350.00	\$208,750.00	\$208,750.00	\$0.00	
Tie Into Ext. SSMH	1.00	EA	3,850.00	\$3,850.00	\$3,850.00	\$0.00	
Trench Import	55,900.00	TN	15.00	\$838,500.00	\$838,500.00	\$0.00	
Testing	1.00	LS	40,000.00	\$40,000.00	\$40,000.00	\$0.00	
Culinary Water							
2" Temp Blowoff	8.00	EA	1,675.00	\$13,400.00	\$13,400.00	\$0.00	
2" Blowoff	2.00	EA	2,700.00	\$5,400.00	\$5,400.00	\$0.00	
8" PVC	6,900.00	LF	58.00	\$400,200.00	\$400,200.00	\$0.00	
8" PVC In Casing	400.00	LF	272.00	\$108,800.00	\$108,800.00	\$0.00	
3/4" Water Service & City Provided Meter	88.00	EA	1,700.00	\$149,600.00	\$0.00	\$149,600.00	
Culinary Join Restraints	14.00	EA	675.00	\$9,450.00	\$9,450.00	\$0.00	
8" Fittings	27.00	EA	1,675.00	\$45,225.00	\$45,225.00	\$0.00	
8" GV	44.00	EA	3,250.00	\$143,000.00	\$143,000.00	\$0.00	
Fire Hydrant Assembly	6.00	EA	9,750.00	\$58,500.00	\$58,500.00	\$0.00	
Connect to Ext. Culinary Water	2.00	EA	11,500.00	\$23,000.00	\$23,000.00	\$0.00	
16" PVC	614.00	LF	158.00	\$97,012.00	\$97,012.00	\$0.00	
16" PVC In Casing	425.00	LF	419.00	\$178,075.00	\$178,075.00	\$0.00	
16" Fittings	3.00	EA	3,500.00	\$10,500.00	\$10,500.00	\$0.00	
16" Butterfly Valve	6.00	EA	7,850.00	\$47,100.00	\$47,100.00	\$0.00	
Air Vacum Relief Valve	3.00	EA	12,750.00	\$38,250.00	\$38,250.00	\$0.00	
Trench Import	4,154.00	TN	15.00	\$62,310.00	\$62,310.00	\$0.00	
Testing	1.00	LS	4,000.00	\$4,000.00	\$4,000.00	\$0.00	
Secondary Water							
2" Drain Valve	2.00	EA	3,000.00	\$6,000.00	\$6,000.00	\$0.00	
2" Secondary Water	35.00	LF	170.00	\$5,950.00	\$5,950.00	\$0.00	
2" Temp Blowoff	6.00	EA	1,650.00	\$9,900.00	\$9,900.00	\$0.00	
6" PVC	6,708.00	LF	43.00	\$288,444.00	\$288,444.00	\$0.00	
6" PVC In Casing	400.00	LF	193.00	\$77,200.00	\$77,200.00	\$0.00	
6" GV	46.00	EA	2,300.00	\$105,800.00	\$105,800.00	\$0.00	
Secondary Joint Restraints	14.00	EA	500.00	\$7,000.00	\$7,000.00	\$0.00	
6" Fittings	24.00	EA	880.00	\$21,120.00	\$21,120.00	\$0.00	
Single Service Secondary Water	17.00	EA	1,700.00	\$28,900.00	\$0.00	\$28,900.00	
Dual Secondary Service	36.00	EA	2,950.00	\$106,200.00	\$0.00	\$106,200.00	
20" PVC	625.00	LF	252.00	\$157,500.00	\$157,500.00	\$0.00	
20" PVC In Casing	425.00	LF	547.00	\$232,475.00	\$232,475.00	\$0.00	
20" Butterfly Valve	6.00	EA	11,000.00	\$66,000.00	\$66,000.00	\$0.00	
20" Fittings	4.00	EA	3,450.00	\$13,800.00	\$13,800.00	\$0.00	
Air Vacuum Relief Valve	3.00	EA	10,500.00	\$31,500.00	\$31,500.00	\$0.00	
Connect to Ext Secondary Water	2.00	EA	13,500.00	\$27,000.00	\$27,000.00	\$0.00	
Trench Import	1,941.00	TN	15.00	\$29,115.00	\$29,115.00	\$0.00	
Testing	1.00	LS	6,500.00	\$6,500.00	\$6,500.00	\$0.00	
Drainage							
12" RCP	60.00	LF	68.00	\$4,080.00	\$4,080.00	\$0.00	
15" RCP	3,766.00	LF	70.00	\$263,620.00	\$263,620.00	\$0.00	
18" RCP	319.00	LF	75.00	\$23,925.00	\$23,925.00	\$0.00	
24" RCP	2,294.00	LF	97.00	\$222,518.00	\$222,518.00	\$0.00	
30" RCP	1,717.00	LF	130.00	\$223,210.00	\$223,210.00	\$0.00	
30" Flared End Section	3.00	EA	1,600.00	\$4,800.00	\$4,800.00	\$0.00	
4' SDMH	16.00	EA	5,500.00	\$88,000.00	\$88,000.00	\$0.00	
4' SDMH with 5k Bay Separator	1.00	EA	71,000.00	\$71,000.00	\$71,000.00	\$0.00	
5' SDMH	11.00	EA	7,085.00	\$77,935.00	\$77,935.00	\$0.00	
SD Combo Box	29.00	EA	10,050.00	\$291,450.00	\$291,450.00	\$0.00	
SDCB	28.00	EA	4,800.00	\$134,400.00	\$134,400.00	\$0.00	
4' SDCB with Snout & Orifice	1.00	EA	12,000.00	\$12,000.00	\$12,000.00	\$0.00	
Trench Import	9,718.00	TN	15.00	\$145,770.00	\$145,770.00	\$0.00	
Testing	1.00	LS	27,000.00	\$27,000.00	\$27,000.00	\$0.00	
Connect to Foothill Blvd	1.00	EA	4,000.00	\$4,000.00	\$4,000.00	\$0.00	
Streets							
5' Sidewalk	73,165.00	SF	7.10	\$519,471.50	\$519,471.50	\$0.00	
4x4' Mailbox Pad	2.00	EA	1,250.00	\$2,500.00	\$2,500.00	\$0.00	
10' Path	21,412.00	SF	6.40	\$137,036.80	\$137,036.80	\$0.00	
Curb & Gutter	14,690.00	LF	19.50	\$286,455.00	\$286,455.00	\$0.00	
ADA Ramp	32.00	EA	3,000.00	\$96,000.00	\$96,000.00	\$0.00	
Import & Place Subbase	30,500.00	TN	17.75	\$541,375.00	\$541,375.00	\$0.00	
Import & Place Roadbase	13,500.00	TN	23.50	\$317,250.00	\$317,250.00	\$0.00	

HMA 3" Thick	240,030.00	SF	1.68	\$403,250.40	\$403,250.40	\$0.00	
Driveway Approach	2,187.00	SF	11.88	\$25,981.56	\$25,981.56	\$0.00	
Standard Temp Turnaround	4.00	EA	10,750.00	\$43,000.00	\$43,000.00	\$0.00	
Change Orders							
CO1 - Sewer Rock Ex	1.00	LS	98,062.00	\$98,062.00	\$98,062.00	\$0.00	
CO2 - Added Services	1.00	LS	16,315.84	\$16,315.84	\$0.00	\$16,315.84	
CO3 - Butterfly to Gate Valves	1.00	LS	90,721.66	\$90,721.66	\$90,721.66	\$0.00	
CO4 - Added Wtr Loop & Blowoff to Fire Hyd	1.00	LS	28,331.46	\$28,331.46	\$28,331.46	\$0.00	
CO5 - Storm Drain Blasting	1.00	LS	41,481.57	\$41,481.57	\$41,481.57	\$0.00	
CO6 - Sewer Tie in 24" to 8"	1.00	LS	-995.00	-\$995.00	-\$995.00	\$0.00	
CO7 - Added Materials for Irrigation Services	1.00	LS	11,283.86	\$11,283.86	\$0.00	\$11,283.86	
CO8 - Soft Spot Repair	1.00	LS	26,029.33	\$26,029.33	\$26,029.33	\$0.00	
CO9 - Added SD & Boxes	1.00	LS	26,307.35	\$26,307.35	\$26,307.35	\$0.00	
CO10 Irrigation & Water Services Adjustments	1.00	LS	22,435.30	\$22,435.30	\$0.00	\$22,435.30	
CO11 Asphalt Increase	1.00	LS	33,604.20	\$33,604.20	\$33,604.20	\$0.00	
CO12 Concrete Increases & Fuel Credit	1.00	LS	5,779.93	\$5,779.93	\$5,779.93	\$0.00	
CO13 Dirt Removal from Lots	1.00	LS	23,861.20	\$23,861.20	\$0.00	\$23,861.20	
CO14 Tie Ins for Foothill & Brixton A	1.00	LS	48,948.92	\$48,948.92	\$48,948.92	\$0.00	
Subtotal Brixton A					\$9,621,080.56	\$474,695.20	
Brixton B							
Mobilization							
Mobilization	1.00	LS	114,500.00	\$114,500.00	\$114,500.00	\$0.00	
SWPPP							
Silt Fence	1.00	LS	26,500.00	\$26,500.00	\$26,500.00	\$0.00	
Sweeping	1.00	LS	37,000.00	\$37,000.00	\$37,000.00	\$0.00	
Construction Entrance	1.00	LS	17,500.00	\$17,500.00	\$17,500.00	\$0.00	
Inlet Protection	1.00	LS	10,270.00	\$10,270.00	\$10,270.00	\$0.00	
Toilet	1.00	LS	7,560.00	\$7,560.00	\$7,560.00	\$0.00	
Dumpster	1.00	LS	19,530.00	\$19,530.00	\$19,530.00	\$0.00	
Washout	1.00	LS	14,800.00	\$14,800.00	\$14,800.00	\$0.00	
SWPPP Credit	1.00	LS	-30,160.00	-\$30,160.00	-\$30,160.00	\$0.00	
Earthwork							
Stip Topsoil ROW	15,033.00	CY	2.75	\$41,340.75	\$20,670.38	\$0.00	
On Site Cut to Fill - ROW	34,604.00	CY	7.70	\$266,450.80	\$266,450.80	\$0.00	
Pond Ex Cut & Stockpile	56,308.00	CY	3.75	\$211,155.00	\$211,155.00	\$0.00	Pond will be maintained by the City
Drainage Ditch	12,987.00	CY	7.60	\$98,701.20	\$98,701.20	\$0.00	
Lot Cut to Fill	56,086.00	CY	7.60	\$426,253.60	\$0.00	\$426,253.60	
Lot Fill	26,262.00	CY	4.00	\$105,048.00	\$0.00	\$105,048.00	
Load Trucks for Haul Off	147,373.00	CY	1.75	\$257,902.75	\$128,951.38	\$128,951.38	Assume split (touched 133 lots)
Haul Excess to Brixton C	147,373.00	CY	4.20	\$618,966.60	\$309,483.30	\$309,483.30	Assume split (touched 133 lots)
Subgrade Prep - ROW	689,710.00	SF	0.10	\$68,971.00	\$68,971.00	\$0.00	
Sewer							
Connect to Exist SSMH	3.00	EA	3,800.00	\$11,400.00	\$11,400.00	\$0.00	
8" SDR	10,651.00	LF	65.00	\$692,315.00	\$692,315.00	\$0.00	
4" Sewer Lateral	205.00	EA	1,500.00	\$307,500.00	\$0.00	\$307,500.00	
4" SSMH	35.00	EA	8,000.00	\$280,000.00	\$280,000.00	\$0.00	
5" SSMH	15.00	EA	8,500.00	\$127,500.00	\$127,500.00	\$0.00	
Imported Trench Backfill	70,675.00	TN	12.00	\$848,100.00	\$848,100.00	\$0.00	
Testing/Cleaning Lines	10,651.00	LF	3.00	\$31,953.00	\$31,953.00	\$0.00	
Culinary Water							
Connect to Exist Water	3.00	EA	3,700.00	\$11,100.00	\$11,100.00	\$0.00	
8" PVC Culinary	10,861.00	LF	58.00	\$629,938.00	\$629,938.00	\$0.00	
8" Fittings	42.00	EA	1,500.00	\$63,000.00	\$63,000.00	\$0.00	
8" GV	52.00	EA	3,550.00	\$184,600.00	\$184,600.00	\$0.00	
16" PVC Culinary	1,211.00	LF	142.00	\$171,962.00	\$171,962.00	\$0.00	
16" Fittings	9.00	EA	3,150.00	\$28,350.00	\$28,350.00	\$0.00	
16" Gate Valve	4.00	EA	15,000.00	\$60,000.00	\$60,000.00	\$0.00	
3/4" Service Short	102.00	EA	1,700.00	\$173,400.00	\$0.00	\$173,400.00	
3/4" Service Long	91.00	EA	2,000.00	\$182,000.00	\$0.00	\$182,000.00	
Fire Hydrant Assembly	19.00	EA	10,500.00	\$199,500.00	\$199,500.00	\$0.00	
Air Vac Relief Valve	3.00	EA	12,000.00	\$36,000.00	\$36,000.00	\$0.00	
2" Temp. Blowoff	3.00	EA	6,500.00	\$19,500.00	\$19,500.00	\$0.00	
2" Blowoff	1.00	EA	4,000.00	\$4,000.00	\$4,000.00	\$0.00	
Imported Trench Backfill	16,003.00	TN	12.00	\$192,036.00	\$192,036.00	\$0.00	
Testing	12,072.00	LF	0.62	\$7,484.64	\$7,484.64	\$0.00	
Irrigation							
Connect to Existing Irrigation	3.00	EA	4,500.00	\$13,500.00	\$13,500.00	\$0.00	
6" PVC Irrigation	10,691.00	LF	45.00	\$481,095.00	\$481,095.00	\$0.00	
6" Fittings	43.00	EA	1,200.00	\$51,600.00	\$51,600.00	\$0.00	
6" GV	51.00	EA	2,500.00	\$127,500.00	\$127,500.00	\$0.00	
20" PVC Irrigation	1,243.00	LF	210.00	\$261,030.00	\$261,030.00	\$0.00	
20" Fittings	9.00	EA	5,600.00	\$50,400.00	\$50,400.00	\$0.00	
20" Gate Valve	4.00	EA	34,000.00	\$136,000.00	\$136,000.00	\$0.00	
2" Irrigation Lateral	4.00	EA	6,600.00	\$26,400.00	\$0.00	\$26,400.00	
Single Irrigation Service	47.00	EA	1,925.00	\$90,475.00	\$0.00	\$90,475.00	
Dual Irrigation Service	76.00	EA	3,000.00	\$228,000.00	\$0.00	\$228,000.00	
4" Drain Valve	1.00	EA	10,250.00	\$10,250.00	\$10,250.00	\$0.00	
Air Vac Relief Valve	4.00	EA	10,500.00	\$42,000.00	\$42,000.00	\$0.00	
2" Temp. Blowoff	1.00	EA	7,200.00	\$7,200.00	\$7,200.00	\$0.00	
2" Blowoff	2.00	EA	3,200.00	\$6,400.00	\$6,400.00	\$0.00	
Imported Trench Backfill	9,665.00	TN	12.00	\$115,980.00	\$115,980.00	\$0.00	
Testing	11,934.00	LF	0.62	\$7,399.08	\$7,399.08	\$0.00	
Drainage							
Connect to Existing Drainage	4.00	EA	4,500.00	\$18,000.00	\$18,000.00	\$0.00	
15" RCP	1,578.00	LF	90.00	\$142,020.00	\$142,020.00	\$0.00	
15" FES	2.00	EA	1,500.00	\$3,000.00	\$3,000.00	\$0.00	
18" RCP	1,716.00	LF	92.00	\$157,872.00	\$157,872.00	\$0.00	
24" RCP	4,885.00	LF	110.00	\$537,350.00	\$537,350.00	\$0.00	
24" FES	2.00	EA	1,500.00	\$3,000.00	\$3,000.00	\$0.00	
30" RCP	499.00	LF	151.00	\$75,349.00	\$75,349.00	\$0.00	
36" RCP	64.00	LF	190.00	\$12,160.00	\$12,160.00	\$0.00	
36" FES	1.00	EA	2,600.00	\$2,600.00	\$2,600.00	\$0.00	

4x4' SDCB w/Snout	3.00	EA	10,500.00	\$31,500.00	\$31,500.00	\$0.00	
5" SDMH	14.00	EA	7,000.00	\$98,000.00	\$98,000.00	\$0.00	
Combo Box	38.00	EA	9,500.00	\$361,000.00	\$361,000.00	\$0.00	
Curb Inlet Box	25.00	EA	4,750.00	\$118,750.00	\$118,750.00	\$0.00	
Remove 24" RCP	250.00	LF	51.00	\$12,750.00	\$12,750.00	\$0.00	
Remove and Dispose Drainage Box	1.00	EA	2,450.00	\$2,450.00	\$2,450.00	\$0.00	
Relocate 30" FES	1.00	EA	1,200.00	\$1,200.00	\$1,200.00	\$0.00	
Imported Trench Backfill	2,838.00	TN	12.00	\$34,056.00	\$34,056.00	\$0.00	
Testing	8,742.00	LF	3.50	\$30,597.00	\$30,597.00	\$0.00	
Roadway							
Import & Place Subbase 18" Thick	45,544.00	TN	13.50	\$614,844.00	\$614,844.00	\$0.00	
Import & Place Roadbase 8" Thick	19,995.00	TN	25.00	\$499,875.00	\$499,875.00	\$0.00	
24" Curb & Gutter	19,802.00	LF	20.00	\$396,040.00	\$396,040.00	\$0.00	
30" Curb & Gutter	2,318.00	LF	27.00	\$62,586.00	\$62,586.00	\$0.00	
5' Sidewalk	104,540.00	SFEA	7.50	\$784,050.00	\$784,050.00	\$0.00	
ADA Ramps	45.00	SF	3,500.00	\$157,500.00	\$157,500.00	\$0.00	
8" Asphalt Trail - 4" HMA 8" Roadbase	15,981.00	SF	5.80	\$92,689.80	\$92,689.80	\$0.00	
12" Wide Asphalt Access Road 4"	18,325.00	SF	7.35	\$134,688.75	\$134,688.75	\$0.00	
HMA, 8" Roadbase Driveway Approach	1,231.00	SF	15.00	\$18,465.00	\$18,465.00	\$0.00	
HMA 3"	307,131.00	SF	1.65	\$506,766.15	\$506,766.15	\$0.00	
HMA 4"	57,384.00	SF	2.15	\$123,375.60	\$123,375.60	\$0.00	
Parking Stall 3" Thick	486.00	SF	2.65	\$1,287.90	\$1,287.90	\$0.00	
Temp. Turnaround	1.00	EA	13,500.00	\$13,500.00	\$13,500.00	\$0.00	
Signage & Striping	0.00	LS	11,000.00	\$0.00	\$0.00	\$0.00	
Reset Section Corner Monument	0.00	EA	2,500.00	\$0.00	\$0.00	\$0.00	
Change Orders							
CO 1 - Temp Blowoffs	1.00	LS	59,400.00	\$59,400.00	\$59,400.00	\$0.00	
CO 2 - Utility Crossing	1.00	LS	29,304.00	\$29,304.00	\$29,304.00	\$0.00	
CO 3 - Utility Crossing and Relocating Services	1.00	LS	33,827.00	\$33,827.00	\$0.00	\$33,827.00	
CO 4 - Concrete Repair Work (Mailbox Pads Fix)	1.00	LS	40,523.00	\$40,523.00	\$40,523.00	\$0.00	Within ROW
CO 5 - Material Increases, Trail, & Dominion Grading	1.00	LS	103,074.80	\$103,074.80	\$72,000.00	\$31,074.80	Dominion Grading Portion Private
Brixton B Subtotal					\$11,479,524.97	\$2,042,413.08	
Offsite Sewer							
Mobilization	1.00		7,200.00	\$7,200.00	\$7,200.00	\$0.00	
Construction Entrance	1.00		4,775.00	\$4,775.00	\$4,775.00	\$0.00	
Temp Services	1.00		4,775.00	\$4,775.00	\$4,775.00	\$0.00	
SWPPP	1.00		6,000.00	\$6,000.00	\$6,000.00	\$0.00	
Clear & Grub	1.00		16,100.00	\$16,100.00	\$16,100.00	\$0.00	
Connect to Existing	1.00		4,830.00	\$4,830.00	\$4,830.00	\$0.00	
Pour In Place MH	1.00		22,250.00	\$22,250.00	\$22,250.00	\$0.00	
24" PVC	6,395.00		131.75	\$842,541.25	\$842,541.25	\$0.00	
36" Steel Casing	130.00		1,620.00	\$210,600.00	\$210,600.00	\$0.00	
60" Sewer Manhole	19.00		8,720.00	\$165,680.00	\$165,680.00	\$0.00	
Gravel Bedding	3,860.00		28.50	\$110,010.00	\$110,010.00	\$0.00	
Import Trench to Backfill	42,942.00		15.50	\$665,601.00	\$665,601.00	\$0.00	
Haul Spoils Offsite	25,785.00		13.15	\$339,072.75	\$339,072.75	\$0.00	
Boring Contingency	1.00			\$300,000.00	\$300,000.00	\$0.00	
Offsite Sewer Subtotal					\$2,699,435.00	\$0.00	
Brixton A Soft Costs							
Accena Group				\$8,729.35	\$8,729.35	\$0.00	
Clean Line Sweeping, LLC				\$1,170.00	\$1,170.00	\$0.00	
Earthtec Engineering				\$47,015.53	\$47,015.53	\$0.00	
Galloway & Company, Inc				\$275,109.17	\$247,598.25	\$27,510.92	Assumes 90% Eligible
Hales Engineering				\$9,430.00	\$9,430.00	\$0.00	
Monument Setters Group LLC				\$12,090.00	\$12,090.00	\$0.00	
Peck Striping, Inc.				\$22,462.38	\$22,462.38	\$0.00	
Spectrum Engineers				\$22,100.00	\$22,100.00	\$0.00	
Subtotal Brixton A Soft Costs					\$370,595.51	\$27,510.92	
Brixton B Soft Costs							
CMT Engineering				\$27,040.00	\$21,632.00	\$5,408.00	Assumes 80% Eligible
Earthtec Engineering				\$23,915.15	\$23,915.15	\$0.00	
Galloway & Company, Inc				\$484,894.03	\$387,915.22	\$96,978.81	Assumes 80% Eligible
Jones & DeMille Engineering				\$20,952.10	\$20,952.10	\$0.00	
Monument Setters Group LLC				\$13,500.00	\$13,500.00	\$0.00	
Morgan Pavement				\$74,446.04	\$74,446.04	\$0.00	
REDCON, Inc.				\$64,170.50	\$51,336.40	\$12,834.10	Assumes 80% Eligible
Terra Engineering Consulting				\$47,521.63	\$47,521.63	\$0.00	Assumes 80% Eligible
Brixton B Soft Costs					\$841,218.54	\$115,220.91	
Sub-Total Construction Costs				\$27,492,366.06	\$24,811,854.59	\$2,659,841.10	
Land Acquisition				\$6,625,619.60	\$6,625,619.60	\$0.00	
Foothill PHWY Expansion				\$10,000,000.00	\$10,000,000.00	\$0.00	
Water Rights				\$2,812,781.92	\$2,812,781.92	\$0.00	
GRAND TOTAL				\$46,930,767.58	\$44,250,256.11	\$2,659,841.10	

Cost Estimate Developed By: The Connexion Group - Civil, LLC

Notes:

- 1/ Costs and breakdowns presented are an estimate for planning purposes only.
- 2/ Expenditures are based on actual bids and fees assessed to the project
- 3/ It is the Engineer's opinion the costs presented in the M.C. Green & Sons, Inc. 10/7/2022 Bid are generally reasonable.

EXHIBIT E

NOTICE OF IMPENDING BOUNDARY ACTION


TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that a petition proposing the creation of an infrastructure financing district in Utah County has been filed with the Utah County Clerk. The Petitioners have named the entity the **Brixton Infrastructure Financing District** and they have represented and warranted that the proposed district complies with all applicable state and federal laws and will not have employees.

Pursuant to UCA 17B-1-209, the Utah County Clerk has reviewed the documents submitted by the Petitioners and determined that they comply with the requirements of UCA 17B-1-204 and 17B-1-205. Utah County makes no representation or warranty of the accuracy or veracity of the documents submitted by the petitioners. In accordance with UCA 17B-1-209 (3)(b), the Utah County Clerk hereby certifies the petition for filing with the office of the Utah Lieutenant Governor.

Accompanying this Notice are copies of the Petition and the Final Local Entity Plat which has been approved by the Utah County Surveyor. The Petitioners have requested the issuance of a certificate from the Lieutenant Governor pursuant to and in conformance with UCA 67-1a-6.5.

Dated this 21st day of January, 2025,



Utah County Clerk

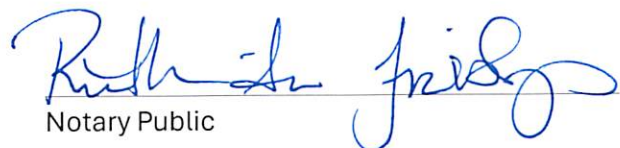
Aaron R. Davidson

STATE OF UTAH)

)ss:

COUNTY OF UTAH)

The foregoing Notice of Impending Boundary Action was acknowledged before me this 21st day of January, 2025, by **Aaron R. Davidson**, in his capacity as Utah County Clerk.



Notary Public



January 9, 2025

Aaron R. Davidson, Utah County Clerk
100 East Center Street, Suite 3100
Provo, Utah 84606

Subject: Certification of Petition for Proposed Brixton Infrastructure Financing District in Utah County

Dear Mr. Davidson,

This letter is in response to the petition by Saratoga 262 Partners LLC for the proposed Brixton Infrastructure Financing District ("IFD"). As the City of Saratoga Springs ("City") has been included within the boundaries of the proposed IFD, we have reviewed the petition in accordance with Utah Code Annotated § 17B-1 et seq.

To the best of our knowledge, the City finds the petition to be compliant with the requirements outlined in the aforementioned statutes. Accordingly, we hereby provide our certification of the petition as requested.

We note that our review finds that the area description in the petition does not appear to match current parcel lines which may impact the boundaries and jurisdiction of the district. We echo the concerns in the December 12, 2024 email from Jolynn Clegg, Utah County Clerk's Office, to Ashley Tedesco and Tom Jolley, attorneys for Saratoga 262 Partners, LLC.

In addition, the engineer's written statement required under Utah Code § 17B-1-208(1)(c) contains a nearly illegible signature with no printed name; thus, we were not able to verify that the signature is valid and that the signatory is in fact a licensed engineer under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act.

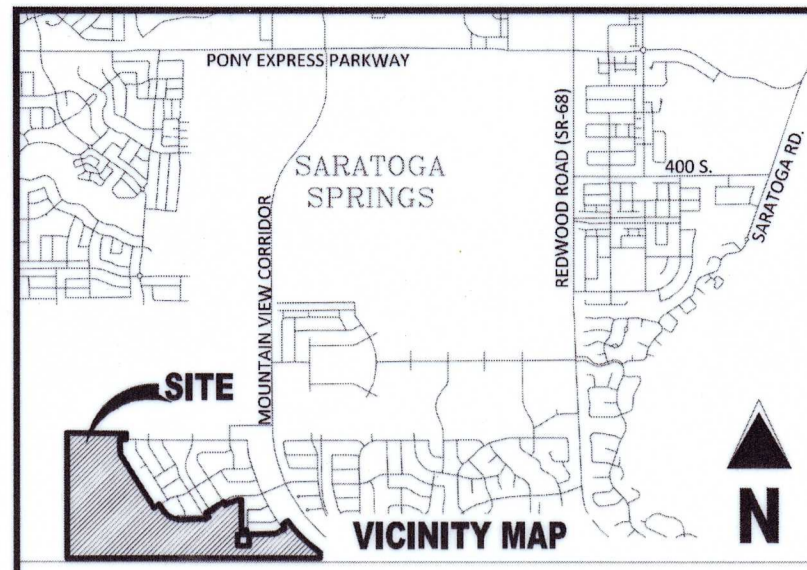
Should you have any questions or require further clarification regarding this certification, please contact us.

Regards,


Nicolette Fike
City Recorder, MMC, UCC
Administration | Saratoga Springs

BRIXTON INFRASTRUCTURE FINANCING DISTRICT FINAL LOCAL ENTITY PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34
AND SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, TODD W. OSBORN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 4938746 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED IN THIS PLAT IN ACCORDANCE WITH SECTIONS 17-23-20 AND WAS MADE BY ME, OR UNDER MY DIRECTION, AND SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE PREPARED THIS PLAT FOR THE PURPOSE OF DEPICTING THOSE PROPERTIES WITHIN SALT LAKE COUNTY TO BE ANNEXED INTO BRIXTON PARK PLAT C.

Todd W. Osborn
TODD W. OSBORN
PROFESSIONAL LAND SURVEYOR
LICENSE NO.: 4938746
DATE OF PLAT: January 14, 2025

BOUNDARY DESCRIPTION

A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50'07" EAST, 1,047.92 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH 00°00'00" WEST, 1,410.18 FEET TO A POINT ON THE WEST LINE OF BRIXTON PLAT A, AND THE POINT OF BEGINNING; RUNNING THENCE ALONG SAID PLAT A THE FOLLOWING FOURTEEN (14) COURSES: (1) SOUTH 00°00'00" EAST, 638.33 FEET; (2) NORTH 90°00'00" EAST, 105.00 FEET; (3) SOUTH 00°00'00" EAST, 95.81 FEET; (4) SOUTH 90°00'00" WEST, 190.11 FEET; (5) SOUTH 00°00'00" WEST, 248.44 FEET; (6) NORTH 90°00'00" EAST, 248.11 FEET; (7) NORTH 00°00'00" WEST, 238.71 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT; (8) ALONG SAID CURVE 18.85 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 45°00'00" EAST, 16.87 FEET); (9) NORTH 90°00'00" EAST, 509.72 FEET TO THE BEGINNING OF A 178.41 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; (10) ALONG SAID CURVE 120.30 FEET, THROUGH A CENTRAL ANGLE OF 38°25'12" (CHORD BEARS NORTH 70°46'07" EAST, 118.06 FEET); (11) NORTH 52°48'30" EAST, 83.47 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; (12) ALONG SAID CURVE 18.42 FEET, THROUGH A CENTRAL ANGLE OF 87°57'17" (CHORD BEARS SOUTH 82°57'55" EAST, 16.67 FEET); (13) NORTH 51°33'15" EAST, 59.05 FEET TO THE BEGINNING OF A 3,555.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; (14) ALONG SAID CURVE 77.70 FEET, THROUGH A CENTRAL ANGLE OF 01°15'07" (CHORD BEARS NORTH 37°49'12" WEST, 77.69 FEET); (15) NORTH 53°18'55" EAST, 130.51 FEET TO THE BEGINNING OF A 3,425.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 962.42 FEET, THROUGH A CENTRAL ANGLE OF 16°06'00" (CHORD BEARS SOUTH 45°15'48" EAST, 959.26 FEET); THENCE SOUTH 00°23'52" EAST, 117.57 FEET TO THE SOUTHWEST QUARTER CORNER OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF SAID SECTION 34 NORTH 89°41'28" WEST, 2,533.28 FEET TO THE CLOSING CORNER OF SECTIONS 3 AND 4 OF TOWNSHIP 6 SOUTH, RANGE 1 WEST; THENCE NORTH 89°39'32" WEST, 210.78 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 89°52'27" WEST, 2,652.13 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1 WEST; THENCE NORTH 89°28'27" EAST, 2,612.23 FEET; THENCE SOUTH 89°19'11" EAST, 1,251.78 FEET TO THE WEST LINE OF A SPECIAL WARRANTY DEED RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE AUGUST 21, 2024, ENTRY 56516; THENCE ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°00'00" EAST, 129.55 FEET; (2) NORTH 89°19'11" WEST, 129.51 FEET; (3) SOUTH 00°00'00" EAST, 322.15 FEET; (4) SOUTH 32°22'11" EAST, 1,344.35 FEET; (5) NORTH 57°42'00" EAST, 127.90 FEET; THENCE SOUTH 32°18'00" EAST, 185.99 FEET TO THE BEGINNING OF A 350.00 FOOT RADIUS CURVE TO THE LEFT AND A POINT ON THE WESTERN LINE OF PROPOSED BRIXTON PARK PLAT B, PHASE 7; THENCE ALONG SAID PHASE 7 THE FOLLOWING SIXTEEN (16) COURSES: (1) ALONG SAID CURVE 351.70 FEET, THROUGH A CENTRAL ANGLE OF 57°34'27" (CHORD BEARS SOUTH 61°02'13" EAST, 337.09 FEET); (2) SOUTH 89°52'28" EAST, 573.66 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; (3) ALONG SAID CURVE 11.32 FEET, THROUGH A CENTRAL ANGLE OF 32°25'51" (CHORD BEARS NORTH 73°54'47" EAST, 11.17 FEET); (4) NORTH 57°42'00" EAST, 87.23 FEET; (5) NORTH 32°18'00" WEST, 85.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; (6) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET); (7) NORTH 57°42'00" EAST, 70.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; (8) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET); (9) NORTH 57°42'00" EAST, 77.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; (10) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET); (11) NORTH 57°42'00" EAST, 235.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; (12) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET); (13) SOUTH 32°18'00" EAST, 66.63 FEET; (14) NORTH 58°38'14" EAST, 117.04 FEET; (15) NORTH 73°51'00" EAST, 167.36 FEET; (16) NORTH 90°00'00" EAST, 73.33 FEET TO THE WEST LINE OF SAID BRIXTON PLAT A AND THE POINT OF BEGINNING.
PARCEL CONTAINS 6,658,892 SQ. FT. OR 157,459 ACRES, MORE OR LESS.

ALSO
A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50'07" EAST, 1,047.92 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°00'00" EAST, 438.47 FEET; THENCE NORTH 90°00'00" WEST, 317.00 FEET TO THE BEGINNING OF A 179.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 100.91 FEET, THROUGH A CENTRAL ANGLE OF 32°18'00" (CHORD BEARS SOUTH 73°51'00" WEST, 99.58 FEET); THENCE SOUTH 57°42'00" WEST, 495.58 FEET; THENCE NORTH 32°18'00" WEST, 364.63 FEET; THENCE NORTH 57°42'00" EAST, 146.00 FEET; THENCE SOUTH 61°25'28" EAST, 121.22 FEET; THENCE NORTH 57°42'00" EAST, 120.00 FEET; THENCE SOUTH 32°18'00" EAST, 138.14 FEET; THENCE NORTH 57°42'00" EAST, 178.57 FEET TO THE BEGINNING OF A 299.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 168.56 FEET, THROUGH A CENTRAL ANGLE OF 32°17'58" (CHORD BEARS NORTH 73°50'59" EAST, 166.33 FEET); THENCE NORTH 89°59'58" EAST, 188.69 FEET; THENCE NORTH 00°09'53" EAST, 123.71 FEET TO THE BEGINNING OF A 179.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 81.48 FEET, THROUGH A CENTRAL ANGLE OF 28°14'53" (CHORD BEARS NORTH 12°52'34" WEST, 80.76 FEET); THENCE NORTH 29°50'00" WEST, 32.58 FEET; THENCE SOUTH 78°59'17" WEST, 83.99 FEET; THENCE SOUTH 68°58'04" WEST, 39.30 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 50.93 FEET, THROUGH A CENTRAL ANGLE OF 29°10'49" (CHORD BEARS SOUTH 75°33'29" WEST, 50.38 FEET); THENCE NORTH 89°51'06" WEST, 461.54 FEET TO THE BEGINNING OF A 149.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 60.86 FEET, THROUGH A CENTRAL ANGLE OF 23°24'16" (CHORD BEARS SOUTH 78°26'45" WEST, 60.44 FEET); THENCE NORTH 23°15'23" WEST, 117.24 FEET; THENCE NORTH 80°43'50" EAST, 28.51 FEET; THENCE SOUTH 89°51'06" EAST, 500.00 FEET; THENCE SOUTH 00°00'00" WEST, 10.50 FEET; THENCE NORTH 81°13'19" EAST, 111.50 FEET; THENCE SOUTH 81°26'37" EAST, 63.37 FEET; THENCE NORTH 90°00'00" EAST, 201.02 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 290,107 SQ. FT. OR 6,660 ACRES, MORE OR LESS.
BASIS OF BEARINGS: FROM A 3", 1959 UTAH COUNTY, BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 33 AND SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO AN LEI ENG. REBAR AND CAP MONUMENTING THE CENTER OF SAID SECTION 34, A BEARING OF SOUTH 89°50'07" EAST IS ASSUMED
TOTAL AREA 7,148,999 SQ. FT. OR 164,119 ACRES, MORE OR LESS.
THE FOLLOWING PARCELS ARE SPECIFICALLY AND INTENTIONALLY EXCLUDED FROM THE BOUNDARIES AND JURISDICTION OF THIS DISTRICT DESPITE POTENTIAL OVERLAPS EXISTING IN THE RECORD TITLE AND THE OWNERS OF THESE PARCELS SHALL NOT BE ASSESSED, TAXED, OR INCLUDED FOR ANY PURPOSE IN THIS DISTRICT UNLESS THEY ARE PROPERLY AND LEGALLY ANNEXED INTO THE DISTRICT.
35: 843:0170, 35: 843:0172, 35: 843:0172, 58:041:0280, 58:041:0296, 58:041:0186

PARCEL LINE SEGMENT TABLE

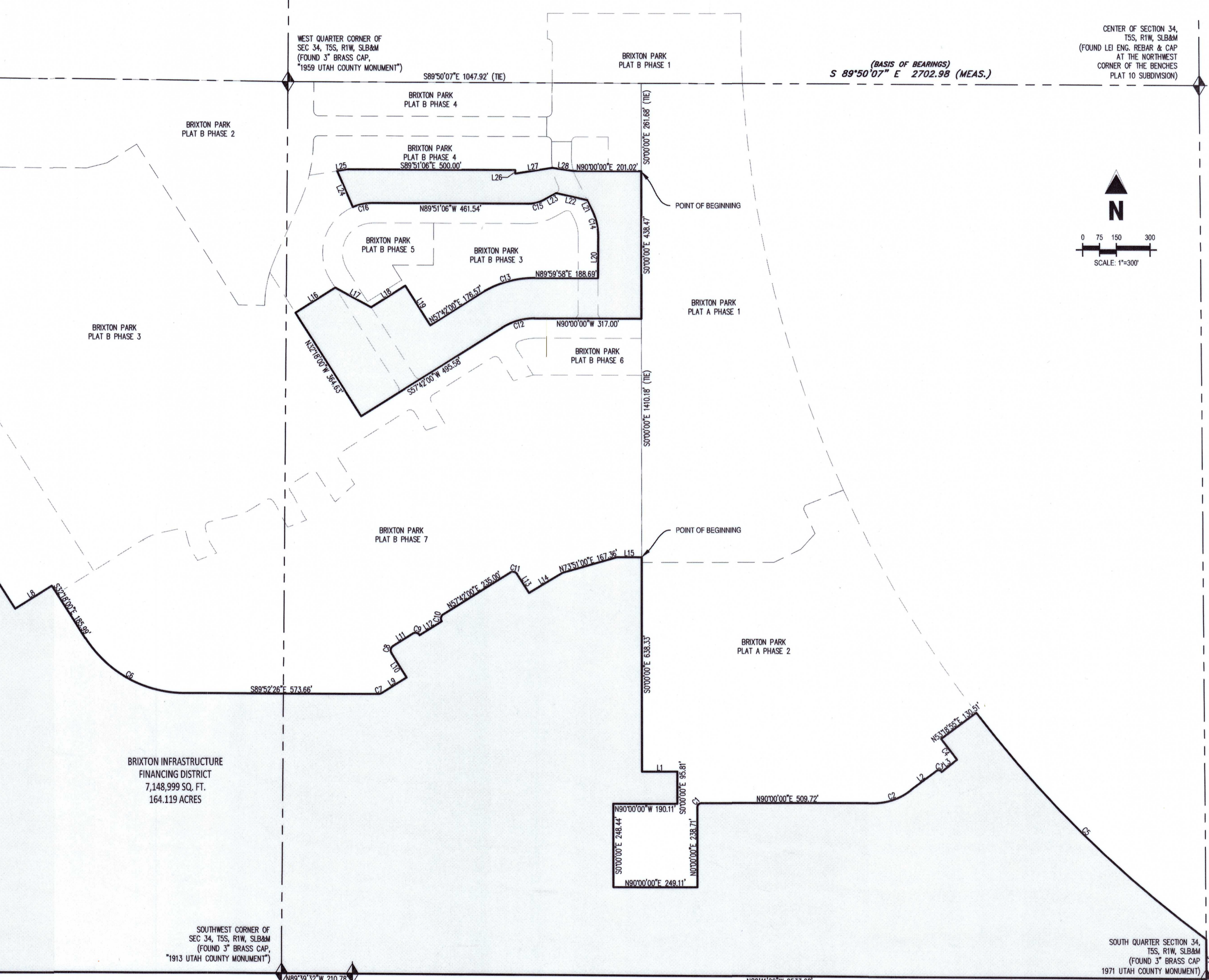
LINE TAG #	BEARING	LENGTH (FT)
L1	N90°00'00"E	105.00
L2	N52°48'30"E	93.47
L3	N51°33'15"E	59.05
L4	S02°35'52"E	117.57
L5	S00°00'00"E	129.55
L6	N89°19'11"W	129.51
L7	N57°42'00"E	127.90
L8	N57°42'00"E	87.23
L9	N57°42'00"E	77.00
L10	N32°18'00"W	85.00
L11	N57°42'00"E	70.00
L12	N57°42'00"E	77.00
L13	S32°18'00"E	66.63
L14	N58°38'14"E	117.04
L15	N90°00'00"E	73.33
L16	N57°42'00"E	140.00
L17	S81°26'37"E	121.22
L18	N57°42'00"E	120.00
L19	S32°18'00"E	138.74
L20	N0°09'53"E	123.71
L21	N25°55'00"W	32.58

PARCEL LINE SEGMENT TABLE

LINE TAG #	BEARING	LENGTH (FT)
L22	N78°59'37"W	93.99
L23	S60°58'04"W	39.30
L24	N23°15'28"W	117.24
L25	N80°43'47"E	28.50
L26	S00°05'54"W	10.50
L27	N81°13'19"E	111.50
L28	S81°26'37"E	63.37

PARCEL CURVE SEGMENT TABLE

CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	90°00'00"	18.85	12.00	N45°00'00"E	16.97
C2	38°25'08"	120.30	178.41	N70°46'07"E	118.08
C3	87°57'17"	18.42	12.00	S82°57'55"E	16.67
C4	115°07'	77.70	3555.50	N37°49'12"W	77.69
C5	16°06'00"	962.42	3425.00	S45°15'48"E	959.26
C6	57°34'27"	351.70	350.00	S61°05'15"E	337.09
C7	32°25'51"	11.32	20.00	N73°54'47"E	11.17
C8	90°00'00"	23.56	15.00	N12°42'00"E	21.21
C9	90°00'00"	23.56	15.00	S77°18'00"E	21.21
C10	90°00'00"	23.56	15.00	N12°42'00"E	21.21
C11	90°00'00"	23.56	15.00	S77°18'00"E	21.21
C12	32°18'00"	100.91	179.00	S73°51'00"W	99.58
C13	32°17'58"	168.56	299.00	N73°50'59"E	166.33
C14	28°14'53"	81.48	179.00	N12°52'34"W	80.78
C15	28°10'49"	50.93	100.00	S75°33'29"W	50.38
C16	23°24'16"	60.86	149.00	S78°26'45"W	60.44



PROJECT # STP0000110
DRAWN BY: GJS
CHECKED BY: TWD
DATED: 1/14/2025
SHEETS: 1 OF 1

PREPARED BY
Galloway
1221 S. Valley Grove Way, Suite 140
Pleasant Grove, UT 84062
385.248.0460
GallowayUS.com

SURVEYOR'S SEAL
TODD W. OSBORN
1/14/2025
STATE OF UTAH

NOTARY PUBLIC SEAL

UTAH COUNTY SURVEYOR
APPROVED THIS 19 DAY OF JANUARY, A.D. 2025 BY THE UTAH COUNTY SURVEYOR AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO SECTION 17-23-20 OF UTAH STATE CODE.
Arthy Caste
UTAH COUNTY SURVEYOR

UTAH COUNTY CLERK
APPROVED THIS 20 DAY OF JANUARY, A.D. 2025
[Signature]
UTAH COUNTY CLERK

BRIXTON INFRASTRUCTURE FINANCING DISTRICT
FINAL LOCAL ENTITY PLAT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34
AND SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

EXHIBIT E

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that a petition proposing the creation of an infrastructure financing district in Utah County has been filed with the Utah County Clerk. The Petitioners have named the entity the **Brixton Infrastructure Financing District** and they have represented and warranted that the proposed district complies with all applicable state and federal laws and will not have employees.

Pursuant to UCA 17B-1-209, the Utah County Clerk has reviewed the documents submitted by the Petitioners and determined that they comply with the requirements of UCA 17B-1-204 and 17B-1-205. Utah County makes no representation or warranty of the accuracy or veracity of the documents submitted by the petitioners. In accordance with UCA 17B-1-209 (3)(b), the Utah County Clerk hereby certifies the petition for filing with the office of the Utah Lieutenant Governor.

Accompanying this Notice are copies of the Petition and the Final Local Entity Plat which has been approved by the Utah County Surveyor. The Petitioners have requested the issuance of a certificate from the Lieutenant Governor pursuant to and in conformance with UCA 67-1a-6.5.

Dated this 21st day of January, 2025,



Utah County Clerk

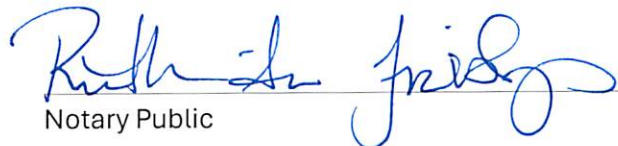
Aaron R. Davidson

STATE OF UTAH)

)ss:

COUNTY OF UTAH)

The foregoing Notice of Impending Boundary Action was acknowledged before me this 21st day of January, 2025, by **Aaron R. Davidson**, in his capacity as Utah County Clerk.



Notary Public