

**Project/Subdivision: Wasatch Commons**

**Developer: Cardinal Funding, LLC**

**NORTH VILLAGE SPECIAL SERVICE DISTRICT  
CULINARY WATER AND SANITARY SEWER  
DEVELOPMENT AND SERVICE AGREEMENT**

**THIS DEVELOPMENT AND SERVICE AGREEMENT** (“Agreement”), is made and entered into effective this 11<sup>th</sup> day of September, 2017, by and between NORTH VILLAGE SPECIAL SERVICE DISTRICT, a political subdivision of the State of Utah (the “District”), and Cardinal Funding, L.C., a Utah limited liability company (the “Developer”). The District and the Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

A. Pursuant to U.C.A. Sections 17D-1-101 *et. seq.* the District is authorized, among other things, to acquire works, facilities and improvements necessary or convenient to the full exercise of the District’s powers, and to operate, control, maintain, and use those works and facilities and improvements, and to enter into contracts that the District considers necessary, convenient, or desirable to carry out the District’s purposes.

B. The Developer is developing a real estate project known as Wasatch Commons (the “Project”), which will be constructed in multiple phases (each, a “Phase”). The Project will ultimately consist of 384 Equivalent Residential Units (“ERUs”). This Agreement pertains to the entire Project, and each Phase thereof. The Project will be constructed on land owned by the Developer, said land being more particularly described in EXHIBIT “A” attached hereto and incorporated by reference herein (the “Project Property”).

C. The Developer is developing the Project within the service area of the District and is desirous of obtaining culinary water, secondary water, and sanitary sewer services from the District for the Project.

D. The District is willing to provide culinary water, secondary water, and sanitary sewer services for the Project in conformance with and subject to the provisions of this Agreement and the rules and regulations of the District.

E. This Agreement contains various general requirements and conditions for the design, construction and installation of the culinary water and sanitary sewer systems to be developed in connection with the Project which supplement the District’s rules and regulations, and sets forth the procedures governing the District’s review, approval, inspection and acceptance of said systems as a condition to the District providing retail culinary water and, sanitary sewer services to the Project.

**AGREEMENT**

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

## 1. PROJECT SYSTEMS

(a) Project Systems Defined. The project systems required to be constructed and installed by the Developer shall include the Culinary Water System, the Secondary Water System, and the Sanitary Sewer System (sometimes referred to herein collectively as the "Project Systems"), each described as follows:

(1) Culinary Water System. The Project "Culinary Water System" shall include all culinary water transmission lines extending from the prescribed point of connection with the District's existing culinary water system which are necessary in providing culinary water service to the Project, all internal culinary water main lines and individual service lines within the Project, all water meters and meter boxes, all necessary valves and valve boxes, all required pumps and pump stations, all pressure regulation systems, all culinary water system manholes, and all other pipes, fittings, equipment and facilities necessary to enable the District to provide culinary water service within the Project.

(2) Secondary Water System. The Project "Secondary Water System" shall include all secondary water transmission lines extending from the prescribed point of connection with the Timpanogos Canal which are necessary in providing secondary water service to the Project, all internal secondary water main lines and individual service lines within the Project, all water meters and meter boxes, all necessary valves and valve boxes, all required pumps and pump stations, all pressure regulation systems, all secondary water system manholes, and all other pipes, fittings, equipment and facilities necessary to enable the District to distribute culinary water from the Timpanogos Canal to the Project.

(3) Sanitary Sewer System. The Project "Sanitary Sewer System" shall include all sewer transmission lines extending from the prescribed point of connection with the District's existing sanitary sewer system which are necessary in providing sanitary sewer service to the Project, all internal sewer main lines within the Project, all individual service lines within the Project, all sewer valves and valve boxes, all sewer pumps and pump stations, all pressure regulation systems, all sewer system manholes, and all other pipes, fittings, equipment and facilities necessary to enable the District to provide sanitary sewer collection and treatment services within the Project.

(b) Project System Extensions. In order to maintain the contiguity of the District's culinary water, secondary water, and sanitary sewer systems as property develops within the District, each of the Project Systems within the Project Property shall be constructed and installed by the Developer either within dedicated public streets or existing utility easements and/or within new utility easements granted by the Developer to the District as provided in Section 1(d)(3) below, in either case so as to extend to the outer boundaries of the Project Property, as directed by the District.

(c) Design of Project Systems. The Project Systems shall be designed, constructed, and installed in strict conformance with the requirements of this Agreement, the District's Design Standards, Construction Specifications and Standard Drawings, and all applicable law. The Project Systems shall be designed, constructed, and installed by Developer at its sole cost and expense.

(d) Representation of Ownership of Project Property; Dedication and Easements. The Developer represents that:

(1) Developer is the owner of the property upon which the Project is being developed and for which services are being requested of the District.

(2) The Project Systems required for the Project shall be installed in streets dedicated or to be dedicated as public streets and/or within public easements and rights-of-way which have been granted or shall be granted to the District in conformance with the requirements of Subsection (3) below, prior to the transfer of the Project Systems to the District as provided in Section 9. For any portion of the Project Systems to be installed on property that is not part of the Project Property, and not part of existing public streets or public utility easements, the Developer shall acquire and grant easements to the District in conformance with the requirements of Subsection (3) below, prior to the commencement of construction.

(3) If Project Systems are to be constructed and installed outside of a public street or existing dedicated public utility easement, the Developer, at no cost to the District, shall obtain and grant to the District such perpetual public utility easements and rights-of-way as shall be necessary for the District to own, manage, operate, maintain, repair and replace the Project Systems to be situated within said easements. In order to facilitate the District's long term maintenance and repair of those portions of the Project Systems which are to be constructed and installed within new public utility easements, the Developer agrees as follows:

(A) The location and width of any new public utility easement to be granted to the District for the Project Systems shall be as specified by the District; except that if any such easement is to be situated between two permanent structures, such easement shall be a minimum of thirty feet (30') in width; and the Developer shall require, in the form of a restrictive covenant in the deed to the adjoining lots, or by other legal means, that the area within the easement between the two structures be left open without fencing or other encumbrance, and that no vegetation other than turf grass be allowed to be planted within the area of said easement.

(B) Subject to the provisions of Subsection (A) immediately above, the District, at its discretion, may require that the area of any public utility easement, or a portion thereof, shall be surfaced with asphalt, poly or other surfacing material capable of supporting heavy duty truck traffic, as specified by the District. If such special surfacing is required, the area to be surfaced shall be finished to a minimum width of ten feet (10'), and the Project Systems beneath the surface shall be covered to such depth as shall be specified by the District.

(C) All such grants of easement shall be in form and substance acceptable to the District, and shall be executed and recorded by the Developer at its sole expense prior to transfer of the Project Systems to the District as provided in Section 9 herein.

## 2. SYSTEM IMPACTS AND IMPACT FEES

(a) Pursuant to the District's current water and sewer impact fee analyses, the District will assess water and sewer impact fees against the Project's use of water and sewer capacity. Impact fees will be assessed separately for each Phase. All impact fees which are required to be paid by the Developer in conformance with the rules and regulations of the District shall be payable, in full, prior to the Developer's application for a building permit for a Phase from Wasatch County. The Developer understands and agrees that the District will not approve the issuance of a building permit for any Phase until all required impact fees and other fees required by this Agreement, for that Phase are paid in full.

(b) Based on the most recent preliminary design drawings prepared by the Developer, the Project will be charged impact fees for 188.8 Water Capacity Units and 384 Sewer Capacity Units. All Water and Sewer Capacity Units will be assessed at the higher unbonded impact fee rate. Final calculation of impact fees will be based on the approved Final Plan for each Phase. Impact fees will be assessed at the rates in effect at the time Developer applies for a building permit.

(c) The District's sewer system currently lacks the physical capacity to accommodate the Project. An upgrade to the Heber Valley Outfall (the "Expanded Outfall") is planned to be completed in 2023. **The Developer understands and agrees that until the Expanded Outfall is constructed, the District's existing sewer system cannot physically accommodate the Project.** The District will not be required by this Agreement to approve any plans for the Project until the Expanded Outfall is constructed, or the District is satisfied, in its sole discretion, that the Expanded Outfall will be constructed in time to serve the Project. The District and the Developer may, through a separate agreement, provide for the funding of the Expanded Outfall in advance of 2023.

(d) The District's June 2015 Water and Sewer Master Plan calls for the construction of a new 12-inch water main along the Timpanogos Canal in 2025 (the "**Loop Connection**"). The Project will benefit from the Loop Connection because it will provide a redundant connection and will improve the hydraulic function of the Project's Culinary Water System. To reduce the future cost of building the Loop Connection in an existing road, the Developer must construct, as part of the Project's Culinary Water System, that portion of the Loop Connection that is encompassed within the Project Property. Because the Loop Connection is a system-level improvement, the Developer's cost of constructing that portion of the Loop connection within the Project Property will be credited against the Developer's water impact fee obligation.

### 3. WATER RIGHTS, WATER SOURCE, WILL SERVE

(a) The Developer must provide to the District water rights or shares sufficient to satisfy the District's water service requirements for the Project, and each Phase thereof. Based on the most recent preliminary design drawings prepared by the Developer, the Project will require 172.8 acre-feet of culinary water, which will be used to supply 384 Equivalent Indoor Units and to irrigate 13.4 acres. The final calculation of water required for each Phase will be based on the Final Plan for each Phase.

(b) The Developer has previously reserved the right to use water rights or interests owned by the District in an amount sufficient to serve Project's culinary water requirements. The Developer shall pay to the District any unpaid water reservation fees, if any, within ten (10) calendar days from the execution of this Agreement. If the Developer does not timely pay any unpaid reservation fees, the District may terminate this Agreement in its sole discretion and in any event, the District is not required to perform any obligations under this Agreement until all reservation fees are paid in full.

(c) Based on the most recent preliminary design drawings prepared by the Developer, the Project will irrigate an additional 34.3 acres with secondary water from the Timpanogos Canal. To satisfy the Project's remaining 102.9 acre-feet of demand for irrigation water, the Developer shall acquire and transfer to the District 19 shares of stock in the Timpanogos Irrigation Company. The District will not be obligated to approve the Final Plat for any Phase of the Project until shares of stock, sufficient to provide secondary water for that Phase, have been transferred to the District, to the District's satisfaction. Irrigation water will be delivered to the Secondary Water System from Jordanelle Reservoir, through the works of the Timpanogos Irrigation Company. The District disclaims any responsibility for the delivery of irrigation water to the Secondary Water System by the Timpanogos Irrigation Company.

(d) Following execution of this Agreement and receipt of unpaid water reservation fees, if any, and, the District will provide the Developer with a "will serve" letter, indicating the District's commitment to provide water and sewer services to the Project, or a Phase thereof, subject to the terms and conditions of this Agreement.

#### 4. FINAL PLAN

(a) Following the execution of this Agreement and approval of preliminary plans for each given Phase by the Wasatch County Planning Commission, the Developer shall prepare and submit to the District a final set of construction drawings, plans and profiles for such Phase (each, a "Final Plan", and collectively, the "Final Plans"), in conformance with the following:

(1) Each Final Plan shall comply with the District's Design Standards, Construction Specifications and Standard Drawings.

(2) Each Final Plan submittal shall be reviewed internally by the District and in consultation with its consulting engineer and attorney. The Developer shall cooperate with the District in revising and conforming the Final Plan to the requirements of the District and its engineer. The Developer acknowledges that the District is not bound by any review or comment by the District on any preliminary design drawings for the Project provided by the Developer. The District may approve or deny the Final Plan in its sole discretion.

(3) Each Final Plan must be approved in writing by the District and designated Wasatch County officials prior to holding the pre-construction meeting required to be held pursuant to Section 6(a) herein. In no event shall any construction or installation of the Project Systems be commenced by the Developer or its contractors without the applicable Final Plan being approved by the District in writing.

(b) Based on its review of the applicable Final Plan, the District will calculate an Inspection and Connection Fee (the "Inspection Fee"), to be assessed on the applicable Phase. The Inspection Fee is to cover the costs incurred by the District in conducting necessary inspections of the Project Systems in that Phase. The Developer must pay the Inspection Fee to the District before the District will approve the Final Plan.

(c) The District shall deliver the applicable Final Plan, as approved in writing by the District and Wasatch County, to the Utah Division of Drinking Water for its review and approval. Upon compliance with all Division of Drinking Water regulations, the Division of Drinking Water shall issue an operating permit to the District, which permit must be issued prior and as a condition to the District providing water and sanitary sewer service to the applicable Phase as provided in Section 9(b).

(d) A copy of each fully approved Final Plan must be filed with the District and the Wasatch County Building Department by the Developer after receiving Final Plan approval from the District.

#### 5. [Not Used]

#### 6. CONSTRUCTION OF PROJECT SYSTEMS

(a) Pre-construction Meeting. After receiving approval by the District of a Final Plan and prior to the commencement of construction of the Project Systems, the Developer and its contractors shall be required to attend a pre-construction meeting, as scheduled by the District, to be attended by the Developer and its contractors, District personnel and its consulting engineers, building officials of Wasatch County, and others as determined by the District or the Developer, for the purpose of reviewing the terms and provisions of this Agreement and the applicable provisions of the District's rules and

regulations, coordinating the construction and responding to questions. The Developer shall deliver to the District a CD containing the CAD file for the Phase at the pre-construction meeting.

(b) Governmental Agency Permits. Prior to commencement of construction of Project Systems, the Developer shall, at its sole cost and expense, secure, or cause to be secured, any and all permits which may be required by any other governmental agency having jurisdiction over the work.

(c) Insurance. During the period beginning with commencement of any construction work related to Project Systems, and ending on the date that is the end of the warranty period, the Developer shall furnish, or cause to be furnished, to the District satisfactory certificates of insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of Two Million Dollars (\$2,000,000) single limit, naming the District as an additional insured. Certificates of insurance shall be submitted to the District at the Pre-construction Meeting referenced in Section 6(a). The Developer shall require that all contractors performing work in connection with the Project Systems shall be obligated to maintain adequate worker's compensation insurance and public liability coverage. The Developer shall not commence any work in connection with the construction and installation of the Project Systems until the required certificates of insurance have been submitted to the District.

(d) Notice to Proceed with Construction. At such time as: (i) Developer has paid the Inspection Fee required in Section 4(b) herein, (ii) Developer has paid all required impact fees as required in Section 5 herein, (iii) District has approved and executed the Final Plan as required in Section 4(a) herein, (iv) Developer has delivered the CD containing the CAD file for the Project as required in Section 6(a), (v) Developer has obtained all required governmental agency permits as required in Section 6(b) herein, (vi) Developer has delivered the certificates of insurance as required in Section 6(c) herein, and (vii) Developer has posted the Improvement Assurance required pursuant to Section 10(b) herein, the District shall issue a "Notice to Proceed with Construction."

(e) Construction.

(1) The Developer shall be required to furnish all materials and equipment as shall be necessary for the construction and installation of the Project Systems.

(2) The Project Systems shall be constructed and installed by the Developer, at Developer's sole cost and expense, in accordance with the District's Design Standards, Construction Specifications and Standard Drawings, or otherwise as approved by the District in writing.

(3) The Developer agrees that all work performed in connection with the construction and installation of the Project Systems shall be of the highest quality and be performed in a safe, workmanlike manner.

(4) The Developer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations pertaining to the Developer's activities relating to the design, construction and installation of the Project Systems, and any portion thereof, including, without limitation, all County ordinances and the District's rules and regulations.

(5) District officials and its engineers shall have the reasonable right of access to the Project and any portion thereof during the period of construction and during the Warranty Period addressed in Section 10 herein, to inspect and observe the Project Systems, and any work thereon, and for all other purposes necessarily incident to this Agreement

(6) District representatives will comply with the Developer's standard safety rules while on the Project site.

(f) Periodic Inspection, Testing and Approvals.

(1) The District and its engineers may perform periodic inspections and testing of the Project Systems while the same are being installed by the Developer or its contractors.

(2) No work on Project Systems requiring any excavation shall be covered over unless and until the same has been inspected and approved by the District's representatives or other governmental entities having jurisdiction over the particular work involved. If any excavation is backfilled prior to inspection, the Developer, upon request from the District, shall be obligated to re-open the trench for inspection and the same shall not be re-covered until the appropriate inspections have been performed and all required approvals have been received.

(3) The District shall conduct such tests as it shall deem necessary, and all tests specified by the District's engineer to be performed shall be at the Developer's sole cost and expense in conformance with the provisions of Section 4(b) herein.

(4) The Developer shall promptly repair and/or replace any work and /or materials found by the District during the course of its inspections to be defective or which is otherwise not in conformity with the District's design standards and specifications, as required by the District consistent with the Final Plan approved by the District, all at Developer's sole cost and expense.

(5) The Developer shall promptly correct and/or redo any work that fails to conform to the requirements of the District's construction standards and specifications, and shall remedy any defects due to faulty materials, equipment, or workmanship, as required by the District, at Developer's sole cost and expense.

(g) Maintenance and Up-keep During Construction. During construction of the Project Systems, Developer shall keep, or shall cause its representatives, agents and contractors, to keep the Project and all affected public streets free and clear from any unreasonable accumulation of debris, waste materials, and any nuisances arising from the construction of the Project Systems, and shall contain construction debris and implement reasonable dust control measures so as to minimize scattering via wind and water.

(h) Completion of Construction; Final Construction Approval.

(1) After completion of construction of the Project Systems, or any portion thereof, the District shall perform an inspection (the "Final Completion Inspection"). The Developer shall cooperate with the District in completing any punch-listed items identified during the Final Completion Inspection as a condition to the District's approval thereof. All County approvals shall be obtained as a condition precedent to District approval.

(2) The actual interconnection of the Project Systems with the District's main water and sanitary sewer outfall lines shall be done by the Developer under the direct supervision of the District.

(3) At such time as the Developer has fully completed and the District has finally approved the punch-listed items identified in the Final Completion Inspection, and all Project Systems have been interconnected to the District's main water and sanitary sewer outfall lines, to the District's

satisfaction, the District shall issue its final approval on all construction (“Notice of Final Construction Approval”).

(4) The Improvement Assurance Warranty Period set forth in Section 10 shall commence to run upon the issuance by the District of the Notice of Final Construction Approval.

(5) Subsequent to the issuance of the Notice of Final Construction Approval, the District shall prepare or cause to be prepared, or the District, at its sole discretion, may cause the Developer to prepare or cause to be prepared, a minimum of four sets of final “as-built” drawings for all Project Systems. If the as-builts are prepared by the District, the Developer shall pay for the preparation of the as-builts as billed by the District. Furthermore, if the District prepares the as-builts by hiring a consultant, then the selection of such a consultant shall be by mutual agreement between the District and the Developer. The District shall retain two set of as-builts, one set shall be delivered to the Developer, and one set to the Utah Division of Drinking Water. In addition, the Developer shall submit another set of electronic as-built drawings to the District in both .dwg and .pdf formats. The .dwg files must be located horizontally and vertically in the *NAD 1983 StatePlane Utah Central FIPS 4302 (US Feet)* coordinate system. The Developer shall provide to the District an itemization of all construction costs expended by the Developer in connection with the construction of the Project Systems, which information the District is required by its auditors to obtain for District audit purposes.

7. FINAL PLAT. The District shall execute the final mylar plat (“Final Plat”) for each Phase of the Project prior to the recording thereof by the Developer. Upon completion and recording of the Final Plat for the Project, the Developer shall deposit two (2) copies of the fully-executed Final Plat with the District.

8. FINAL ACCEPTANCE OF THE PROJECT PHASES. The District shall issue its notice of final acceptance of the Project Systems (“Notice of Final Acceptance”) for each Phase, upon satisfaction of the following:

- (a) The issuance of a Notice of Final Construction Approval;
- (b) Receipt by the District of the Final Plat; and
- (b) Receipt of appropriate lien releases for all Project Systems, and portions thereof.
- (c) Payment in full of all Impact Fees and all other fees and charges due and owing on the Project in connection with such Phase.

#### 9. TITLE TRANSFER; OPERATION AND MAINTENANCE; SERVICE

(a) Transfer of Title to Project Systems to the District. The Notice of Final Acceptance, upon issuance, shall be a written acknowledgment by the Parties that all of Developer’s right, title, estate and interest in and to the applicable Project Systems is deemed transferred by the Developer to the District and that the District thereby accepts and assumes the perpetual obligation of operation, maintenance, repair and replacement of such Project Systems. Title transfer and the resulting obligations of the District as set forth herein shall be expressly subject to the Developer’s Improvement Assurance obligations set forth in Section 10 herein. The Project Systems deemed transferred to and accepted by the District are delineated as follows:

(1) Culinary Water System. The District shall take title to and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the Culinary Water System within the



Project up to and including the water meter and meter box on each lot within the Project. The individual lot owners shall own, operate, maintain, repair, replace and be responsible for the water service lateral and all related culinary water facilities and equipment serving their lot beginning at lot owner's point of connection at the water meter.

(2) Secondary Water System. The District shall take title to and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the Secondary Water System within the Project, from below the point of diversion from the Timpanogos Canal, up to and including each secondary water meter and meter box within the Project. The individual lot owners shall own, operate, maintain, repair, replace and be responsible for the secondary water service lateral and all related secondary water facilities and equipment serving their lot beginning at lot owner's point of connection at the water meter.

(3) Sanitary Sewer System. The District shall take title to and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the Sanitary Sewer System within the Project up to the point of connection of the service lateral serving each lot with the sanitary sewer main line in the street. The individual lot owners shall own, operate, maintain, repair, replace and be responsible for the connection to the sanitary sewer main line and the connection at the main line, and all related sewer facilities and equipment serving their lot on the lot owner's side of the connection.

(b) Service Connections. The Developer shall not install any service connections to the Project Systems before the District issues the Notice of Final Acceptance

(c) Obligation to Provide Water and Sewer Service. Upon compliance with all of the terms and conditions set forth in this Agreement, and with all other applicable requirements of the District, and subject to the provisions of Section 10 herein, the District shall be obligated to provide culinary water service and sanitary sewer service to the individual owners of lots within the Project on the same basis as all other similarly situated customers within the service area of the District in accordance with the rules, regulations, and rate schedules of the District. Service will be subject to the payment of service fees.

(d) Obligation to Deliver Secondary Water. The parties intend and anticipate that the Timpanogos Irrigation Company will deliver, through its works, irrigation water to the Project in the amount of 102.9 acre-feet. The District disclaims any responsibility for the delivery of irrigation water to the Secondary Water System by the Timpanogos Irrigation Company. The District will provide secondary water service to the Project, to the extent that irrigation water is delivered to Secondary Water System by the Timpanogos Irrigation Company. Secondary water service to the Project is subject to the payment of secondary water rates to cover the cost of operating the Secondary Water System, including payment of fees and assessments to the Timpanogos Irrigation Company, ongoing operation, maintenance, repair, renewal, and replacement of the Secondary Water System, and capital improvements to the Secondary Water System.

## 10. WARRANTY OF CONSTRUCTION; IMPROVEMENT ASSURANCE

(a) Improvement Assurance Warranty; Warranty Period. The Developer shall warrant and guaranty that the Project Systems shall be free of defects in materials or workmanship for a period of one (1) year from the date of commencement of the Improvement Assurance warranty period as provided in Section 6(h)(4) herein (the "Warranty Period").

(1) If at any time during the Warranty Period any materials or workmanship furnished by the Developer shall prove defective or be found in disrepair, Developer shall, upon written notice from

the District, promptly repair or replace the defective materials and/or work to the satisfaction of the District.

(2) During the Warranty Period, the Developer shall be required to keep all manholes, valve and meter boxes, drains and lines in good repair and free from all rock, dirt and other debris in order to assure the District has unobstructed access for periodic inspections during the Warranty Period.

(b) Improvement Assurance. The Developer's Improvement Assurance warranty obligation hereunder shall be secured by the posting of required bonds with Wasatch County. Notwithstanding any law or ordinance to the contrary, Developer acknowledges and agrees that the District is an intended third party beneficiary of all performance, payment, warranty, and other bonds posted with Wasatch County, in connection with the Project.

(c) Prior to the end of the Warranty Period for a given Phase, the District shall perform a final inspection of the Project Systems (the "Final Warranty Inspection"). The Final Warranty Inspection may include, but not be limited to a televised inspection of all sanitary sewer lines within the applicable Phase. The Developer shall be required to repair or replace any defective materials and/or work then existing related to the applicable Project Systems, to the satisfaction of the District. Upon completion of the Final Warranty Inspection and final approval by the District, the District shall approve the release of bonds by Wasatch County.

11. INDEMNIFICATION. The Developer hereby agrees to indemnify and hold the District harmless from and against any and all liability, loss, damage, costs, or expenses, including reasonable attorney's fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person as a result of construction activities by the Developer, its agents, employees or contractors, and any claim by any contractor or other person for any amounts due and owing by the Developer to said contractor or person. The Developer shall not be responsible for, and this indemnity shall not apply to (i) any negligent acts or omissions of the District, or of its agents, employees or contractors, or (ii) any liability, loss, damage, costs or expenses, including attorney's fees and court costs, arising in connection with any work performed by third-parties, such as public or private utility companies, that are not under the control of the Developer. At the end of the Warranty Period provided for in Section 10 herein, and the District's final approval and acceptance of the Project Systems, the indemnity obligations of the Developer set forth herein shall cease to apply with respect to any work or activity performed by the Developer, its agents, employees or contractors on or after that date.

12. DEFAULT. In the event Developer fails to perform its obligations hereunder or comply with the terms and provisions hereof, and such failure remains uncured for a period of thirty (30) days (the "Cure Period"), after receiving written notice of default from the District, and provided that (i) such default cannot reasonably be cured within the Cure Period, and (ii) the Developer shall have commenced to cure such default within such Cure Period and thereafter uses reasonable efforts to cure the same, then the Cure Period shall be extended for so long as shall be required for the Developer to exercise reasonable efforts to cure the default. If however, the default remains uncured for a period of one hundred twenty (120) days in the aggregate, then the District may, at its election, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance and/or damages, and termination of the Agreement.

13. ASSIGNABILITY. With the written approval of the District, the Developer may assign its rights and delegate its duties hereunder to a third party purchaser of all or a portion of the Project, subject to the terms and provisions of this Agreement. In the event of an assignment, the assignee shall be jointly and severally liable with the Developer for the performance of each and every obligation of the Developer

contained in this Agreement, unless, prior to the assignment, an agreement satisfactory to the District, delineating and allocating between the Developer and the assignee the various rights and obligations of the Developer hereunder has been approved by the District. Prior to any assignment, the Developer shall obtain and deliver to the District a written statement executed by the assignee, duly acknowledged by a notary public, wherein the assignee acknowledges that it has reviewed and is familiar with the terms and provisions of this Agreement, and agrees to be bound hereby.

#### 14. MISCELLANEOUS PROVISIONS

(a) Notice. All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been given on the date of personal service upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses:

TO THE DISTRICT:

North Village Special Service District  
P.O. Box 519  
Heber City, Utah 84032

TO THE DEVELOPER:

Name: Cardinal Funding, LLC  
Address: 1165 East Wilmington Ave., Suite 275  
Salt Lake City, Utah 84106  
Phone:  
Email:

Any Party may change its address for notice hereunder by giving written notice to the other Party in accordance with the provisions of this Section.

(b) Attorney's Fees. The Parties each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including reasonable attorney's fees and court costs, which may arise or accrue from the enforcement of this Agreement, or in pursuing any remedy provided for hereunder or by the statutes, or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

(c) Entire Agreement. This Agreement, together with the Exhibits attached hereto, and the documents referenced herein, contain the entire agreement by and between the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understanding between the Parties which are not contained herein.

(d) Section Headings. The section headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

(e) Non-liability of District Officials. No officer, representative, agent or employee of the District shall be personally liable to the Developer or any successor-in-interest or assignee of the

Developer, in the event of any default or breach by the District, or for any amount which may become due the Developer, or its successors-in-interest or assignees, or for any obligation arising under the terms of this Agreement.

(f) No Third-party Rights. The obligations of the Developer and the District set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

(g) Binding Effect; Covenants Run with the Land. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and upon their respective officers, agents, employees, representatives, affiliates and assigns (where assignment is permitted), including, without limitation, any separate affiliated entity of the Developer which is involved with, assumes or undertakes to fulfill any responsibility or obligation imposed upon the Developer pursuant to this Agreement, and any city or other governmental agency or agencies that assumes jurisdiction over the Project should the District no longer have jurisdiction over the Project. The covenants contained herein shall be deemed to run with the property within the Project, and the Parties agree that this Agreement shall be recorded in the office of the Wasatch County Recorder, State of Utah.

(h) Termination. Both the District and the Developer shall each have the right, but not the obligation, at the sole discretion of the applicable Party, to terminate this Agreement, in whole or in part, in the event (i) the Developer has not obtained final approval from Wasatch County within one year from the date of this Agreement, (ii) the Developer has not commenced construction of the Project Systems within one (1) year from the date of final approval from Wasatch County, (iii) the Project Systems have not been completed within two (2) years from the date of final approval from Wasatch County, or (iv) the Developer remains in default under the material provisions of this Agreement after expiration of any applicable notice and/or cure period. Any termination of this Agreement pursuant hereto may be effected by giving written notice of intent to terminate to the other Party pursuant to the notice provisions set forth here. Unless terminated pursuant to this Section, or by separate agreement signed by the Parties, this Agreement shall continue in full force and effect on all of the terms hereof until the Developer has received a Notice of Release and Termination of Warranty at the end of the Warranty Period.

(i) Recordation. Developer understands and agrees that the District may record this Agreement, or a summary or notice thereof, in the Wasatch County Recorder's Office, for the purpose of providing notice to all subsequent purchasers or interest holders of properties affected by this Agreement.

(j) Jurisdiction. The Parties hereby agree that any judicial action associated with this Agreement shall be taken in the Fourth Judicial District Court of Wasatch County, Utah.

(k) No Waiver. Any Party's failure to enforce any of the provisions of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefitted by the provision, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provision.

(l) Severability. If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions of this Agreement shall continue in full force and effect.

(m) Time of the Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

(n) Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials,

equipment or reasonable substitutes therefore; adverse market conditions; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; terrorist attacks; civil commotions; fires; or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this Section shall notify the other Party pursuant to the notice provisions hereof of a force majeure event within ten (10) days following occurrence of the claimed force majeure event.

(o) Knowledge. The Parties have each read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

(p) Supremacy. In the event of any conflict between the terms of this Agreement and those of any other agreement, contract, or document referred to herein, this Agreement shall govern.

(q) No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture, or other fiduciary relationship between the Parties.

(r) Amendment. This Agreement may be amended only in writing signed by the District and the Developer.

(s) Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

**NORTH VILLAGE SPECIAL SERVICE DISTRICT**

By: *Russell Phillips*  
~~Board Chair~~ *General Manager*

**CARDINAL FUNDING, L.C.**

By: *Armond D. Johnson*  
John R. Thackeray, Manager  
*Armond D. Johnson*

**[Notary Acknowledgments Follow on the Next Pages]**

ACKNOWLEDGMENTS

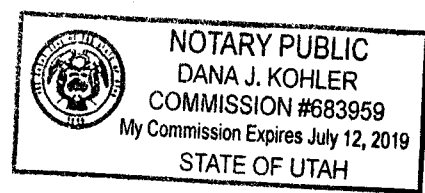
STATE OF UTAH )

: ss.

County of wasatch)

On the 11th day of September, 2017, appeared before me Ron Phillips, personally known to me, or proved to me on the basis of satisfactory evidence, to be the ~~Chairman of the governing body~~ governing body of the North Village Special Service District, who duly acknowledged that the within and foregoing instrument was signed on behalf of said District by authority of the Wasatch County Council, acting as the governing body of said District.

[Signature]  
NOTARY PUBLIC



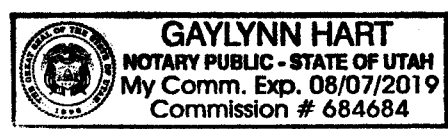
STATE OF UTAH )

: ss.

County of Salt Lake )

On the 7<sup>th</sup> day of September, 2017, personally appeared before me Armand D. Johansen known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Cardinal Funding, L.C..

[Signature]  
NOTARY PUBLIC



**Exhibit A**

**Project Property**



DATE: 8/5/18  
 CHECKED BY: JMT  
 FIELD OFFICER: JMT  
 DRAWN BY: JMT

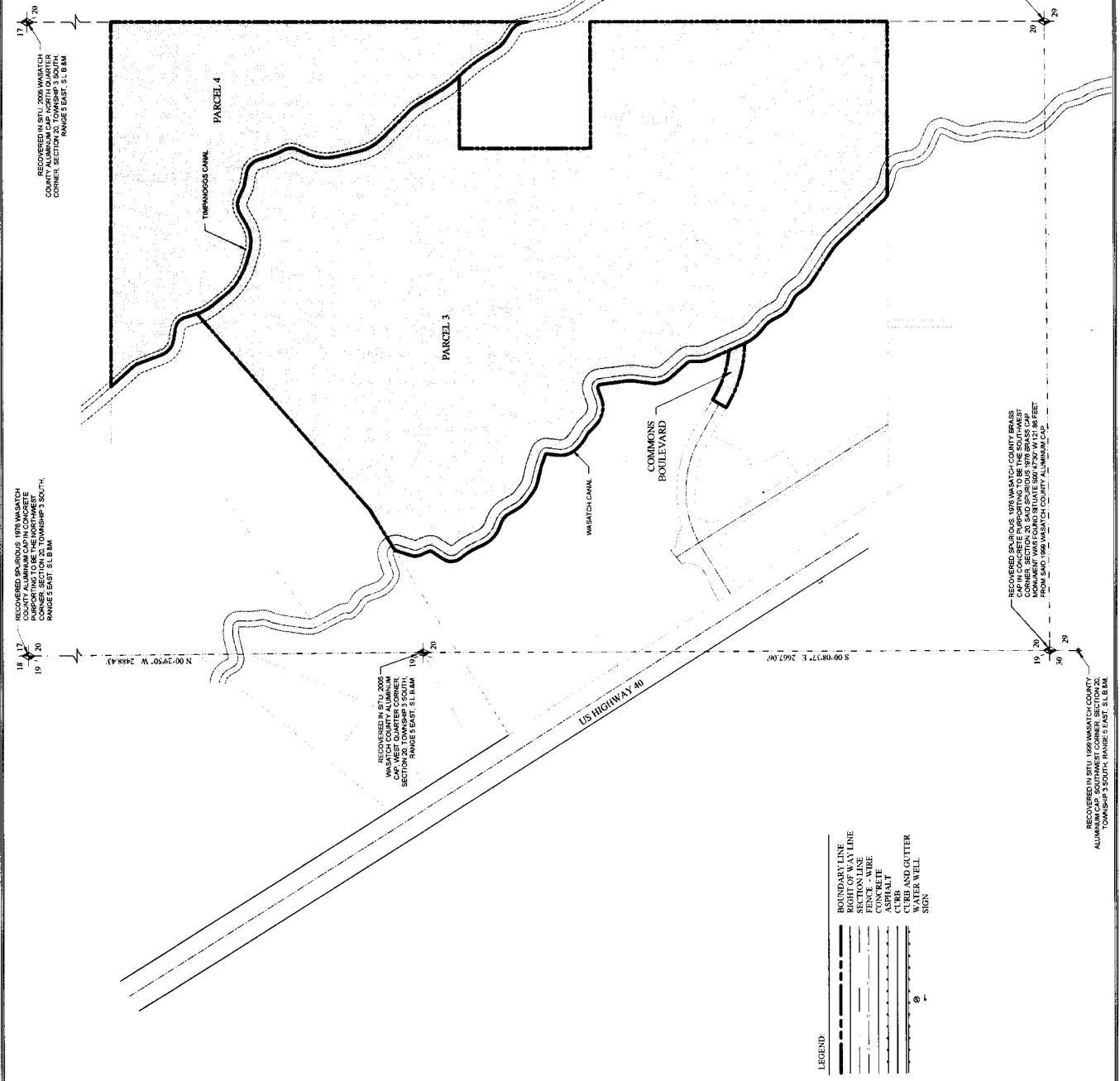
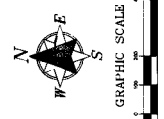
CLIENT: TRACKSBY COMPANY  
 JOB NO: 1808-0708-18  
 JOB NAME: PARCELS 3-4 LEGAL

WASATCH COMMONS  
 WASATCH COUNTY TAX PARCEL NO.: 00-00007-8431  
 SECTION 19 AND THE WEST HALF OF SECTION 20, TOWNSHIP 3 SOUTH,  
 RANGE 5 EAST, SALT LAKE BASE & MERIDIAN.

NO.	DATE	BY	REVISIONS

Ward Engineering Group  
 Planning • Engineering • Surveying  
 211 WEST 100 SOUTH, SUITE 101, HEBER CITY, UTAH 84032  
 (801) 733-8888  
 www.wardeng.com

**WASATCH COMMONS PARCEL EXHIBIT**  
 THIS PARCEL EXHIBIT IS A LEGAL  
 PARCEL EXHIBIT OF THE SOUTHWEST QUARTER OF  
 SECTION 19 AND THE WEST HALF OF SECTION 20, TOWNSHIP 3 SOUTH,  
 RANGE 5 EAST, SALT LAKE BASE & MERIDIAN,  
 2632-2896 VICTORY HIGHWAY, HEBER CITY, UTAH 84032



- LEGEND**
- BOUNDARY LINE
  - RIGHT-OF-WAY LINE
  - SECTION LINE
  - FENCE - WIRE
  - FENCE - POST AND RAIL
  - ASPHALT
  - CONCRETE
  - UTRE AND OUTER
  - WATER WELL
  - SIGN

RECOVERED IN STU 2006 WASATCH  
 COUNTY ALUMINUM CAP IN CONCRETE  
 CORNER SECTION 20, NORTH QUARTER  
 CORNER, RANGE 5 EAST, S. 1 B.M.

RECOVERED SP. 30.000 1/4\"/>

RECOVERED IN STU 2006  
 WASATCH COUNTY ALUMINUM CAP  
 IN CONCRETE SUPPORTING TO THE  
 SOUTHWEST CORNER SECTION 20,  
 NORTH QUARTER CORNER, RANGE 5  
 EAST, S. 1 B.M.

RECOVERED IN STU 2006 WASATCH  
 COUNTY ALUMINUM CAP IN CONCRETE  
 SUPPORTING TO THE SOUTH/WEST  
 CORNER SECTION 20, NORTH QUARTER  
 CORNER, RANGE 5 EAST, S. 1 B.M.

RECOVERED IN STU 1990 WASATCH COUNTY,  
 ALUMINUM CAP, SOUTHWEST CORNER, SECTION 20,  
 TOWNSHIP 3 SOUTH, RANGE 5 EAST, S. 1 B.M.

COMMONS BOULEVARD:

BEGINNING AT A POINT BEING SOUTH 00°08'37" EAST 1234.75 FEET ALONG THE WEST SECTION LINE AND EAST 1055.63 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 29°52'53" WEST 67.00 FEET; THENCE SOUTH 60°07'07" EAST 29.46 FEET THENCE SOUTHEASTERLY 252.73 FEET ALONG THE ARC OF A 483.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 75°05'36" EAST 249.86 FEET WITH A CENTRAL ANGLE OF 29°56'58") TO A POINT ON THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 23°57'01" WEST 73.34 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 188.52 FEET ALONG THE ARC OF A 417.50 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 73°03'15" WEST 186.92 FEET WITH A CENTRAL ANGLE OF 25°52'17"); THENCE NORTH 60°07'07" WEST 29.46 FEET TO THE POINT OF BEGINNING.

CONTAINS: 16,512 SQ FT OR 0.38 ACRES

PARCEL #  
20-3354  
07-8431  
~~16-5311~~  
~~07-7797~~  
~~20-3354~~

## PARCEL 3:

BEGINNING AT A POINT BEING NORTH 00°06'58" WEST 2,785.83 FEET ALONG THE SECTION LINE AND EAST 426.90 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 57°59'34" EAST 201.87 FEET; THENCE NORTH 48°11'11" EAST 1,097.66 FEET TO THE CENTERLINE OF THE TIMPANOGOS CANAL; THENCE SOUTHEASTERLY 75.69 FEET ALONG THE ARC OF A 197.24 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 73°10'10" EAST AND THE CHORD BEARS SOUTH 27°49'26" EAST 75.23 FEET WITH A CENTRAL ANGLE OF 21°59'12") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 38°49'19" EAST 68.81 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTHEASTERLY 165.50 FEET ALONG THE ARC OF A 271.84 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 51°10'41" EAST AND THE CHORD BEARS SOUTH 56°15'47" EAST 162.96 FEET WITH A CENTRAL ANGLE OF 34°52'57") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 73°42'15" EAST 47.85 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHEASTERLY 118.51 FEET ALONG THE ARC OF A 145.11 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 16°17'45" EAST AND THE CHORD BEARS NORTH 82°53'59" EAST 115.24 FEET WITH A CENTRAL ANGLE OF 46°47'32")

ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 59°30'08" EAST 51.86 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHEASTERLY 72.62 FEET ALONG THE ARC OF A 73.38 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 30°29'52" EAST AND THE CHORD BEARS NORTH 87°51'13" EAST 69.69 FEET WITH A CENTRAL ANGLE OF 56°42'08") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 63°47'56" EAST 33.28 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL THENCE SOUTHEASTERLY 22.95 FEET ALONG THE ARC OF A 82.98 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 26°12'04" EAST AND THE CHORD BEARS SOUTH 71°43'20" EAST 22.88 FEET WITH A CENTRAL ANGLE OF 15°50'47") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 79°38'50" EAST 47.57 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTHEASTERLY 80.99 FEET ALONG THE ARC OF A 73.79 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 10°21'10" WEST AND THE CHORD BEARS SOUTH 48°12'15" EAST 76.99 FEET WITH A CENTRAL ANGLE OF 62°53'11") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 16°45'36" EAST 37.83 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTHEASTERLY 79.05 FEET ALONG THE ARC OF A 406.33 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 73°14'24" EAST AND THE CHORD BEARS SOUTH 22°20'00" EAST 78.93 FEET WITH A CENTER ANGLE OF 11°08'48") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTHEASTERLY 55.55 FEET ALONG THE ARC OF A 62.84 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 62°05'36" WEST AND THE CHORD BEARS SOUTH 02°34'57" EAST 53.76 FEET WITH A CENTRAL ANGLE OF 50°38'55") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 22°44'49" WEST 52.83 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTHWESTERLY 121.65 FEET ALONG THE ARC OF A 196.59 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 67°15'11" EAST AND THE CHORD BEARS SOUTH 05°01'11" WEST 119.72 FEET WITH A CENTRAL ANGLE OF 35°27'17") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 12°42'25" EAST 91.64 FEET ALONG THE CENTERLINE LINE OF SAID TIMPANOGOS CANAL; THENCE

SOUTHEASTERLY 123.52 FEET ALONG THE ARC OF A 221.47 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 77°17'35" EAST AND THE CHORD BEARS SOUTH 28°41'05" EAST 121.93 FEET WITH A CENTRAL ANGLE OF 31°57'20") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 44°39'47" EAST 168.84 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTHEASTERLY 31.09 FEET ALONG THE ARC OF A 121.62 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 45°20'13" WEST AND THE CHORD BEARS SOUTH 37°20'23" EAST 31.01 FEET WITH A CENTRAL ANGLE OF 14°38'48") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 30°01'06" EAST 122.94 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTHEASTERLY 72.75 FEET ALONG THE ARC OF A 332.41 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 59°58'54" EAST AND THE CHORD BEARS SOUTH 36°17'17" EAST 72.60 FEET WITH A CENTRAL ANGLE OF 12°32'22") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 42°33'26" EAST 23.48 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE WEST 302.07 FEET; THENCE SOUTH 557.00 FEET; THENCE EAST 525.00 FEET; THENCE SOUTH 1,263.79 FEET; THENCE WEST 717.69 FEET TO THE WESTERLY LINE OF THE WASATCH CANAL; THENCE NORTHWESTERLY 32.50 FEET ALONG THE ARC OF A 180.84 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 36°56'01" EAST AND THE CHORD BEARS NORTH 47°55'04" WEST 32.46 FEET WITH A CENTRAL ANGLE OF 10°17'49") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 42°46'10" WEST 243.31 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 59.38 FEET ALONG THE ARC OF A 244.36 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 47°13'53" WEST AND THE CHORD BEARS NORTH 49°43'47" WEST 59.23 FEET WITH A CENTRAL ANGLE OF 13°55'19") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 56°41'26" WEST 141.96 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 52.18 FEET ALONG THE ARC OF A 139.48 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 33°18'35" EAST AND THE CHORD BEARS NORTH 45°58'21" WEST 51.88 FEET WITH A CENTRAL ANGLE OF 21°26'09") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 35°15'16" WEST 32.66 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 24.90 FEET ALONG THE ARC OF A 52.16 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 54°44'50" WEST AND THE CHORD BEARS NORTH 48°55'52" WEST 24.67 FEET WITH A CENTRAL ANGLE OF 27°21'23") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 62°36'33" WEST 31.01 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 59.68 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 27°23'23" EAST AND THE CHORD BEARS NORTH 45°30'48" WEST 58.80 FEET WITH A CENTRAL ANGLE OF 34°11'38") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 28°24'59" WEST 46.48 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 27.92 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 61°34'58" WEST AND THE CHORD BEARS NORTH 39°04'58" WEST 27.76 FEET WITH A CENTRAL ANGLE OF 21°19'52") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 49°44'54" WEST 30.70 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 93.41 FEET ALONG THE ARC OF A 201.49 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 40°16'05" EAST AND THE CHORD BEARS NORTH 36°27'04" WEST 92.57 FEET WITH A CENTRAL ANGLE OF 26°33'41") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 24°06'32" WEST 157.61 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 56.01 FEET ALONG THE ARC OF A 129.03 FOOT RADIUS CURVE TO THE RIGHT (CENTER

BEARS NORTH 65°53'36" EAST AND THE CHORD BEARS NORTH 11°40'13" WEST 55.57 FEET WITH A CENTRAL ANGLE OF 24°52'21") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 00°45'57" EAST 27.79 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 13.67 FEET ALONG THE ARC OF A 19.04 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 89°13'54" WEST AND THE CHORD BEARS NORTH 19°48'25" WEST 13.38 FEET WITH A CENTRAL ANGLE OF 41°09'02") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 40°22'56" WEST 94.27 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 88.74 FEET ALONG THE ARC OF A 107.33 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 49°36'47" EAST AND THE CHORD BEARS NORTH 16°42'03" WEST 86.23 FEET WITH A CENTRAL ANGLE OF 47°22'19") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 06°59'06" EAST 78.23 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 25.17 FEET ALONG THE ARC OF A 99.68 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 83°00'50" WEST AND THE CHORD BEARS NORTH 00°14'49" WEST 25.10 FEET WITH A CENTRAL ANGLE OF 14°27'59") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 07°28'49" WEST 115.57 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 22.33 FEET ALONG THE ARC OF A 12.44 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 82°31'19" WEST AND THE CHORD BEARS NORTH 58°54'45" WEST 19.45 FEET WITH A CENTRAL ANGLE OF 102°52'09") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE SOUTH 69°39'10" WEST 41.25 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 126.92 FEET ALONG THE ARC OF A 109.54 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 20°20'31" WEST AND THE CHORD BEARS NORTH 77°09'00" WEST 119.93 FEET WITH A CENTRAL ANGLE OF 66°23'03") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 43°57'28" WEST 25.44 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 32.56 FEET ALONG THE ARC OF A 99.98 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 46°02'29" WEST AND THE CHORD BEARS NORTH 53°17'16" WEST 32.42 FEET WITH A CENTRAL ANGLE OF 18°39'31" ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 45.58 FEET ALONG THE ARC OF A 162.73 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 27°22'58" EAST AND THE CHORD BEARS NORTH 54°35'33" WEST 45.43 FEET WITH A CENTRAL ANGLE OF 16°02'58") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 46°34'04" WEST 16.21 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 91.09 FEET ALONG THE ARC OF A 98.34 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 43°25'50" EAST AND THE CHORD BEARS NORTH 20°02'06" WEST 87.86 FEET WITH A CENTRAL ANGLE OF 53°04'09") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 06°29'59" EAST 49.88 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 4.32 FEET ALONG THE ARC OF A 3.28 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 83°29'52" WEST AND THE CHORD BEARS NORTH 31°12'43" WEST 4.01 FEET WITH A CENTRAL ANGLE OF 75°25'43") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 68°55'35" WEST 27.75 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 50.29 FEET ALONG THE ARC OF A 340.23 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 21°04'24" WEST AND THE CHORD BEARS NORTH 73°09'41" WEST 50.25 FEET WITH A CENTRAL ANGLE OF 08°28'11") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 77°23'47" WEST 41.08 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 51.43 FEET ALONG THE ARC OF A 124.93 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 12°36'25" EAST AND THE CHORD

BEARS NORTH 65°35'56" WEST 51.07 FEET WITH A CENTRAL ANGLE OF 23°35'17") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 53°48'18" WEST 38.81 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 61.02 FEET ALONG THE ARC OF A 138.66 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 36°11'38" EAST AND THE CHORD BEARS NORTH 41°11'55" WEST 60.53 FEET WITH A CENTRAL ANGLE OF 25°12'54") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 28°35'28" WEST 39.08 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 43.52 FEET ALONG THE ARC OF A 64.31 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 61°24'43" WEST AND THE CHORD BEARS NORTH 47°58'31" WEST 42.70 FEET WITH A CENTRAL ANGLE OF 38°46'28") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 67°21'45" WEST 30.51 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 99.61 FEET ALONG THE ARC OF A 133.72 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 22°38'13" EAST AND THE CHORD BEARS NORTH 46°01'20" WEST 97.33 FEET WITH A CENTRAL ANGLE OF 42°40'55") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 24°40'52" WEST 30.12 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 61.74 FEET ALONG THE ARC OF A 273.10 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 65°19'05" WEST AND THE CHORD BEARS NORTH 31°09'29" WEST 61.61 FEET WITH A CENTRAL ANGLE OF 12°57'09") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 37°38'04" WEST 20.28 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 79.97 FEET ALONG THE ARC OF 65.40 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 52°21'45" EAST AND THE CHORD BEARS NORTH 02°36'77" WEST 75.08 FEET WITH A CENTRAL ANGLE OF 70°03'35" ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 32°25'20" EAST 61.85 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH EASTERLY 4.17 FEET ALONG THE ARC OF A 4.35 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 57°34'44" WEST AND THE CHORD BEARS NORTH 04°57'50" EAST 4.01 FEET WITH A CENTRAL ANGLE OF 54°54'51") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 22°29'35" WEST 44.62 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 41.60 FEET ALONG THE ARC OF A 59.20 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 67°29'49" EAST AND THE CHORD BEARS NORTH 02°22'27" WEST 40.75 FEET WITH A CENTRAL ANGLE OF 40°15'28") ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTH 17°45'17" EAST 63.72 FEET ALONG THE WESTERLY LINE OF WASATCH CANAL; THENCE NORTHWESTERLY 13.50 FEET ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 72°14'29" WEST AND THE CHORD BEARS NORTH 14°28'51" WEST 12.80 FEET WITH A CENTRAL ANGLE OF 64°28'45") ALONG THE WESTERLY LINE OF WASATCH CANAL TO THE POINT OF BEGINNING.

## PARCEL 4:

BEGINNING AT A POINT ON THE CENTERLINE OF THE TIMPANOGOS CANAL, SAID POINT ALSO BEING NORTH 00°06'58" WEST 2,244.82 FEET ALONG THE SECTION LINE AND EAST 2,631.11 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 27°31'00" WEST 14.12 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 31.79 FEET ALONG THE ARC OF A 63.10 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 62°29'00" WEST AND THE CHORD BEARS NORTH 41°56'58" WEST 31.45 FEET WITH A CENTRAL ANGLE OF 28°51'57") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 56°22'57" WEST 51.03 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 56.42 FEET ALONG THE ARC OF A 130.89 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 33°37'02" EAST AND THE CHORD BEARS NORTH 44°02'03" WEST 55.98 FEET WITH A CENTRAL ANGLE OF 24°41'50") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 31°41'08" WEST 60.09 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 126.01 FEET ALONG THE ARC OF A 664.07 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 58°18'54" WEST AND THE CHORD BEARS NORTH 37°07'16" WEST 125.82 FEET WITH A CENTRAL ANGLE OF 10°52'20") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 42°33'26" WEST 33.05 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 72.75 FEET ALONG THE ARC OF A 332.41 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 77°17'32" EAST AND THE CHORD BEARS NORTH 05°01'11" EAST 119.72 FEET WITH A CENTRAL ANGLE OF 35°27'17") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 22°44'49" EAST 52.83 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 55.55 FEET ALONG THE ARC OF A 62.84 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 67°15'29" WEST AND THE CHORD BEARS NORTH 02°34'57" WEST 53.76 FEET WITH A CENTRAL ANGLE OF 50°38'55") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 79.05 FEET ALONG THE ARC OF A 406.33 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 62°05'36" EAST AND THE CHORD BEARS NORTH 22°20'00" WEST 78.93 FEET WITH A CENTRAL ANGLE OF 11°08'48") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 16°45'36" WEST 37.83 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 80.99 FEET ALONG THE ARC OF A 73.79 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 73°14'21" WEST AND THE CHORD BEARS NORTH 48°12'15" WEST 76.99 FEET WITH A CENTRAL ANGLE OF 62°53'11") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 79°38'50" WEST 47.57 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 22.95 FEET ALONG THE ARC OF A 82.98 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 10°21'17" EAST AND THE CHORD BEARS NORTH 71°43'20" WEST 22.88 FEET WITH A CENTRAL ANGLE OF 15°50'47") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 63°47'56" WEST 33.28 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTHWESTERLY 72.62 FEET ALONG THE ARC OF A 73.38 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 26°12'17" WEST AND THE CHORD BEARS SOUTH 87°51'13" WEST 69.69 FEET WITH A CENTRAL ANGLE OF 56°42'08") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTH 59°30'08" WEST 51.86 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE SOUTHWESTERLY 118.51 FEET ALONG THE ARC OF A 145.11 FOOT

RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 30°29'47" WEST AND THE CHORD BEARS SOUTH 82°53'59" WEST 115.24 FEET WITH A CENTRAL ANGLE OF 46°47'32") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 73°42'15" WEST 47.85 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 165.50 FEET ALONG THE ARC OF A 271.84 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 16°17'44" EAST AND THE CHORD BEARS NORTH 56°15'47" WEST 162.96 FEET WITH A CENTRAL ANGLE OF 34°52'57") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 38°49'19" WEST 68.81 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 75.69 FEET ALONG THE ARC OF A 197.24 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 51°10'58" EAST AND THE CHORD BEARS NORTH 27°49'26" WEST 75.23 FEET WITH A CENTRAL ANGLE OF 21°59'12") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 17°22'52" WEST 54.71 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 62.66 FEET ALONG THE ARC OF A 57.21 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 72°37'08" WEST AND THE CHORD BEARS NORTH 48°45'29" WEST 59.57 FEET WITH A CENTRAL ANGLE OF 62°45'14") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 80°08'06" WEST 50.43 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 80.09 FEET ALONG THE ARC OF A 77.16 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 09°51'54" EAST AND THE CHORD BEARS NORTH 50°23'57" WEST 76.54 FEET WITH A CENTRAL ANGLE OF 59°28'17") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 20°40'00" WEST 106.86 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 26.35 FEET ALONG THE ARC OF A 73.32 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 69°19'53" WEST AND THE CHORD BEARS NORTH 30°57'51" WEST 26.21 FEET WITH A CENTRAL ANGLE OF 20°35'28") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTH 41°15'35" WEST 114.29 FEET ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE NORTHWESTERLY 10.70 FEET ALONG THE ARC OF A 3,029.45 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 48°44'25" EAST AND THE CHORD BEARS NORTH 41°09'31" WEST 10.70 FEET WITH A CENTRAL ANGLE OF 00°12'08") ALONG THE CENTERLINE OF SAID TIMPANOGOS CANAL; THENCE EAST 1,519.44 FEET; THENCE SOUTH 1,745.17 FEET TO THE POINT OF BEGINNING.