STATE OF UTAH

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF INCORPORATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of incorporation for the HARVEST VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1 located in HEBER CITY, dated MAY 20, 2025, complying with §17B-1-215, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of incorporation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the HARVEST VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1, located in WASATCH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 12th day of June, 2025 at Salt Lake City, Utah.

DEIDRE M. HENDERSON
Lieutenant Governor

Certificate # 202990

NOTICE OF IMPENDING BOUNDARY ACTION

(Harvest Village Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the "Council"), acting in its capacity as the creating entity for Harvest Village Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on May 20, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

DATED this May 20, 2025.

CITY COUNCIL OF HEBER CITY, UTAH, acting in its capacity as the creating authority for HARVEST VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By: Heidi Franco
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this 20th day of May, 2025.

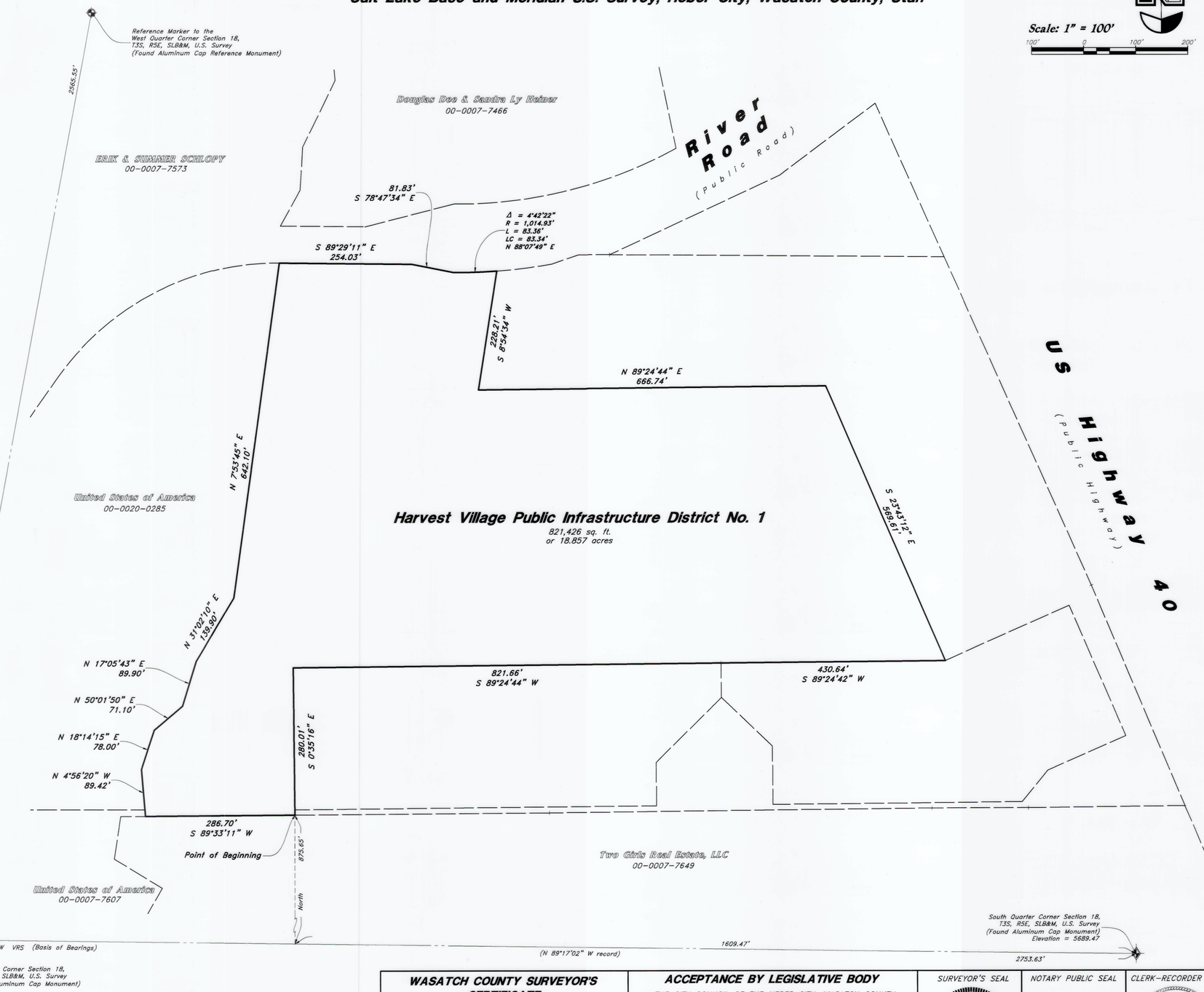
Trina N Cooke
NOTARY PUBLIC

TRINA N COOKE
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 725852
COMM. EXP. 08-21-2026

24-289 PID - 1

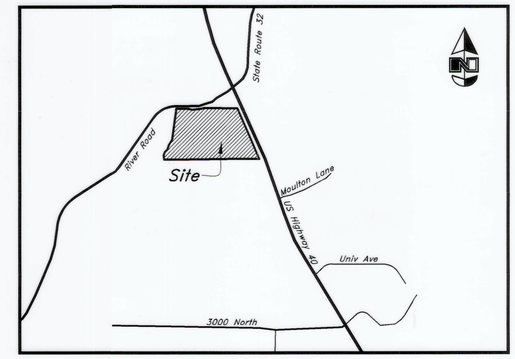
Harvest Village Public Infrastructure District No. 1

River Road & US Highway 40
A part of the South Half of Section 18, Township 3 South, Range 5 East,
Salt Lake Base and Meridian U.S. Survey, Heber City, Wasatch County, Utah



Scale: 1" = 100'

100' 0 100' 200'



Vicinity Map
Not to Scale

Narrative

This Final Local Entity Plat was requested by Angstrom Development. This plat retraces Wasatch County Survey No. 5150 by Bruce Pimper.

Field measurements were collected with VRS methods and have a NAD83 Utah Central Zone State Plane datum reference to North. The line observed between Aluminum Cap Monuments recovered for the South Quarter Corner and Southwest Corner of Section 18 was North 89°16'54" West.

Surveyors Certification

I, David M. Hamilton, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 12966234 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act; I further certify for, and on behalf of AWA that a Final Local Entity Plat, in accordance with Section 17-23-20 was made by me and shown hereon, that this Final Local Entity Plat in the City of Heber, Wasatch, Utah has been correctly drawn to the designated scale and is true and correct representation of the herein described lands based on data compiled from records in the Wasatch County Recorder's Office and from a survey made on the ground.

Harvest Village Public Infrastructure District No. 1

A part of the South Half of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey in Wasatch County, Utah:

Beginning at a point 1609.47 feet North 89°17'02" West along the Section Line; and 875.65 feet (875.66 feet record) North from an Aluminum Cap Monument found marking the South Quarter Corner of said Section 18; and running thence South 89°33'11" West 286.70 feet; thence North 4°56'20" West 89.42 feet to and along the Easterly Line of the U.S.A 2000 Warranty Deed recorded in Book 00470 at Page 00515 of Official Records as it exists on the ground; thence continuing along said Deed Line the following five courses: North 18°14'15" East 78.00 feet; North 50°01'50" East 71.10 feet; North 17°05'43" East 89.90 feet; North 31°02'10" East 139.90 feet; and North 7°53'45" East 642.10 feet to the apparent Southerly Line of River Road as it exists on the ground; thence along said Southerly Line the following three courses: South 89°29'11" East 254.03 feet; South 78°47'34" East 81.83 feet; and Northeasterly along the arc of a 1014.93 foot curve to the left a distance of 83.36 feet (Center bears North 0°29'00" East, Central Angle equals 4°42'22" and Long Chord bears North 88°07'49" East 83.34 feet); thence South 8°54'34" West 228.21 feet; thence North 89°24'44" East 666.74 feet; thence South 23°43'12" East 569.91 feet; thence South 89°24'42" West 430.64 feet; thence South 89°24'44" West 821.66 feet; thence South 0°35'16" East 280.01 feet to the point of beginning.

Contains 821,426 sq. ft.
Or 18.857 acres

Sheet No. 1 of 1

WASATCH COUNTY SURVEYOR'S CERTIFICATE

THIS OFFICE HAS REVIEWED THIS PLAT AND ACCEPTS THIS PLAT AS MEETING THE REQUIREMENTS OF TITLE 16 OF THE WASATCH COUNTY CODE.

ACCEPTED THIS 29th DAY OF May, A.D. 2025.

WASATCH COUNTY SURVEYOR

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSE FOR THE PERPETUAL USE OF THE PUBLIC.

THIS 29th DAY OF May, A.D. 2025

MAYOR / PRO-TEM AARON CHEATWOOD

CLERK-RECORDER

SURVEYOR'S SEAL

PROFESSIONAL LAND SURVEYOR 12966234 David M. Hamilton STATE OF UTAH

19 May, 2025

NOTARY PUBLIC SEAL

CLERK-RECORDER SEAL

HEBER CITY CORPORATE Seal WASATCH COUNTY UTAH

Recorded No. _____

State of Utah, County of Wasatch, Recorded and Filed at the Request of:

Date _____ Time _____ Book _____ Page _____

Fee $ _____ Deputy Wasatch County Recorder

2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

RESOLUTION 2025-07

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF HEBER CITY, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF HARVEST VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1 AND NO. 2 (COLLECTIVELY THE "DISTRICTS") AS INDEPENDENT DISTRICTS; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING BOARDS OF TRUSTEES OF THE DISTRICTS; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was filed with the City requesting adoption by resolution the approval of the creation of a Public Infrastructure District pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the "Act") within the City and approve an annexation area ("Annexation Area") which any of the Districts which any of the Districts may annex into or withdraw therefrom without further approval or hearings of the City or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

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

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

WHEREAS, the City, prior to consideration of this Resolution, held public hearings after 6:00 P.M. to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts' boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City properly published notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

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

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

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

WHEREAS, the governance of the Districts shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit A between the City and the Districts; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for the District a Notice of Boundary Action for each District attached hereto as Exhibit B (the "Boundary Notice") and Final Entity Plat attached to each as Boundary Notice Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the "Plat").

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

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

2. The Districts are hereby created as a separate entities from the City in accordance with the Governing Document and the Act. The boundaries of each of the Districts shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into any of the Districts without any further action of the Council or the City and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from any District without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the Districts to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the Districts without further request of the District to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

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

6. The Governing Document in the form presented to this meeting and attached hereto as Exhibit B is hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Trustees of each the Board of the Districts shall be initially composed of the same members. The initial Board of the Districts is hereby appointed as follows:

(a) Trustee 1 – Neil Goldman, for an initial 6-year term;

(b) Trustee 2 – Andy Dorobek, for an initial 4-year term;

(c) Trustee 3 – David French, for an initial 6-year term;

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

8. The Council does hereby authorize the Mayor or a Councilmember to execute the Boundary Notices in substantially the form attached as Exhibit C, the Plats, and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of a certificate of creation for each of the Districts, the Council does hereby authorize the Mayor, a Councilmember, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

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

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

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

13. This resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than thirty (30) days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the Mayor, a Councilperson, or the City Attorney.

ADOPTED and PASSED by the City Council of Heber City, Utah, this 20th day of May, 2025, by the following vote:

	AYE	NAY	ABSENT	ABSTAIN
Aaron Cheatwood	X			
Michael Johnston	X			
Sid Ostergaard	X			
Scott Phillips			X	
Yvonne Barney		X		

APPROVED:

Mayor ~~Heidi Franco~~ Pro-Tem Aaron Cheatwood

ATTEST:

Trina M Coole
City Recorder

HEBER CITY CORPORATE Seal WASATCH COUNTY, UTAH

EXHIBIT A

GOVERNING DOCUMENT

GOVERNING DOCUMENT
FOR

HARVEST VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1 AND NO. 2

LOCATED IN HEBER CITY, UTAH

Prepared by:

York Howell, LLC
South Jordan, Utah

May ___, 2025

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B. Objective of the City Regarding Districts' Governing Document. The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or more of the Districts. All Debt is expected to be repaid at a tax mill levy no higher than the Maximum Debt Mill Levy also subject to the Maximum Debt Mill Levy Imposition Term for commercial and residential properties, and/or repaid by fees and by Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. 1

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In accordance with Section 17D-4-201(5) of the Utah Code, the City may impose limitations on the powers of the Districts through this Governing Document. The City shall have the right to enforce any of the provisions, limitations, or restrictions in this Governing Document against the Districts, through any and all legal or equitable means available to the City, including, but not limited to, injunctive relief. 14

EXHIBIT 1 1

(Legal Descriptions) 1

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I. INTRODUCTION

A. Purpose and Intent. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements. The Districts are not being created to provide any ongoing operations and maintenance services.

B. Objective of the City Regarding Districts' Governing Document. The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by one or more of the Districts. All Debt is expected to be repaid at a tax mill levy no higher than the Maximum Debt Mill Levy also subject to the Maximum Debt Mill Levy Imposition Term for commercial and residential properties, and/or repaid by fees and by Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an interlocal agreement with the City or relevant public entity.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an interlocal agreement, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy that shall not exceed the Maximum Debt Mill Levy on Taxable Property and that shall not exceed the Maximum Debt Mill Levy Imposition Term on Taxable Property. It is the intent of this Governing Document to assure to the extent possible that no Taxable Property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no Taxable Property bears an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. It is the intent of this Governing Document that no Taxable Property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no Taxable Property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the

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

C. Limitation on Applicability. This Governing Document is not intended to and does not create any rights or remedies in favor of any party other than the City. Failure of a District to comply with any terms or conditions of this Governing Document shall not relieve any party of an obligation to a District or create a basis for a party to challenge the incorporation or operation of a District, or any Debt issued by a District.

II. DEFINITIONS

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

Annexation Area Boundaries: means the boundaries of the area depicted in the Annexation Map which have been approved by the City for annexation into or withdrawal from any of the Districts upon the meeting of certain requirements.

Annexation Area: means the map attached hereto as **Exhibit 3**, describing the property proposed for annexation into or withdrawal from any of the Districts.

Approved Development Plan: means an approved development agreement identifying, among other things, Public Improvements necessary for facilitating development for property with the Districts. For purposes of this Governing Document, the Development Agreement for the Project approved by the City on January 21, 2025 shall constitute an Approved Development Plan.

Assessments: means assessments levied in an assessment area created within a District pursuant to the Assessment Area Act, Title 11, Chapter 42 of the Utah Code, as amended from time to time and any successor statute thereto.

Assessment Act: means, collectively: (i) Title 11, Chapter 42, Utah Code as may be amended from time to time; and (ii) the C-PACE Act.

Board: means the board of trustees of one District or the boards of trustees of all Districts, in the aggregate.

Bond, Bonds, or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which any District has promised to impose an ad valorem property tax mill levy, impose Fees, and/or collect Assessments.

City: means Heber City, Utah.

City Code: means the City Code of Heber City, Utah.

City Council: means the City Council of Heber City, Utah.

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

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of a District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

Developer: means Angstrom Development Group LLC, and its affiliates and successors and assigns.

District: means any one of the Harvest Village Public Infrastructure Districts.

District No. 1: means Harvest Village Public Infrastructure District No. 1.

District No. 2: means Harvest Village Public Infrastructure District No. 2.

Districts: means District No. 1 and District No. 2.

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

District Area: means the property within the Initial District Boundaries Map and the Annexation Map.

End User: means any owner, or tenant of any owner, of any improvement within the Districts, who is intended to become the ultimate user of such improvement. By way of illustration, a residential homeowner, renter, commercial property owner, or commercial tenant obligated to pay property taxes pursuant to the terms of their lease is an End User. The business entity that constructs homes or commercial structures is not an End User.

Enhanced Improvements: means enhanced park, transportation or recreation improvements within the Harvest Village development project that directly benefit the residents within the Districts and that are not otherwise required by the Development Agreement for the Harvest Village Mixed Use Development. The Districts and City agree that the Enhanced Improvements generally consist of the improvements detailed in Exhibit 4.

Fees: means one or more fees imposed by any District for the payment of costs of administering the Districts, acquiring, improving, constructing, enlarging, or extending improvements, facilities, or property or issuing bonds and paying debt service on district bonds pursuant to Section 17D-4-302 of the PID Act or Section 17B-1-103(j) of the Special District Act.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes, Assessments, and/or Fees for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by a District and does not include Limited Tax Debt.

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

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with applicable State law and approved by the Boards in accordance with applicable State law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundaries Map, and more particularly described by the legal descriptions found in **Exhibit 1**.

Initial District Boundaries Map: means the map attached hereto as **Exhibit 2**, describing the initial boundaries of the Districts.

Limited Tax Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy a District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VIII.D below.

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

Net Proceeds: means the gross proceeds of the sale of Bonds secured by ad valorem property taxes that are levied by the Districts, less any of the following: (1) amounts applied or to be applied to pay transaction and administrative expenses, including underwriting discount, (2) amounts to pay cost of issuance, and (3) amounts to pay capitalized interest and to fund any reserves deemed necessary or appropriate by a District, not including any investment earnings realized thereon.

Project: means the development or properties commonly referred to as Harvest Village.

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

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the District Act to serve the future property owners and inhabitants of the District Area as determined by the Board, and includes "Public Infrastructure and Improvements" as defined in the PID Act.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

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

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the Districts.

Trustee: means a member of the Board.

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

III. BOUNDARIES

The total area of the Initial District Boundaries includes approximately 1,691,958 square feet or 38.8 acres. The legal description of the Initial District Boundaries is attached hereto as **Exhibit 1**. The Initial District Boundaries and the Annexation Area Boundaries are attached hereto as **Exhibit 2** and **Exhibit 3**. It is anticipated that the Districts' boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Article V below.

IV. BENEFITS OF DISTRICT

The Districts anticipate providing many benefits to the City and surrounding areas in the form of financing for the Public Improvements to be constructed and dedicated to the City or other appropriate entity, utility, or owners association in conjunction with the approved Project plans and this Governing Document. The Districts are authorized by the City to fund the construction of Enhanced Improvements, and the Districts agree to invest 5% of Net Proceeds from Bonds secured by ad valorem property taxes.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the Districts. The Districts shall have the power and authority to provide the Public Improvements within and outside the boundaries of the Districts as such power and authority is described in the District Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein. The Districts shall dedicate the Public Improvements to the City or other appropriate entity, utility, or owners association in a

manner consistent with the rules and regulations of the City and applicable provisions of State law. Each District shall be permitted to pay for Public Improvements provided that such District complies with this Section V and other requirements of this Governing Document, including, but not limited to, the Debt limit provided in Section VIII.A and the Maximum Debt Mill Levy provided in Section VIII.C.

B. Reimbursement for Improvements. Any impact fee reimbursements or credits which become available due to the financing of Public Improvements by a District shall be for the benefit of the Districts and not any developer. The specifics of the scope and availability of impact fee credits or reimbursements shall be reserved and may be addressed in a future interlocal agreement between the City and a District.

C. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The Districts shall dedicate the Public Improvements or Enhanced Improvements to the City or other appropriate entity, utility, or owners association in a manner consistent with rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to, street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

D. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Land easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City. All public infrastructure within the Districts which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.

E. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by an engineer who certifies as part of such fair market value determination that they are independent of such District.

F. Municipal Advisor Certificate. Prior to the issuance of Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

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

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

G. Annexation and Withdrawal.

(a) The District shall not include within its boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution and this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such annexation.

(b) The City, by resolution and this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining any consents required under the PID Act and the passage of a resolution of the Board approving such withdrawal..

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District(s) shall provide the City a description of the revised District boundaries.

(e) Annexation or withdrawal of any area in accordance with this Section shall not constitute an amendment of this Governing Document.

H. Governing Document Amendment Requirement. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the applicable District approving such amendment.

I. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the boundaries of the Districts shall not overlap the boundaries of any other financing district which is not a traditional service provider unless the aggregate mill levy for payment of Debt of the applicable District and such districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

J. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan relating to property within the Districts, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

K. Total Debt Issuance Limitation. The Districts shall not issue Limited Tax Debt in excess of an aggregate amount of **Twenty-Five Million Dollars ($25,000,000)**. This amount excludes any portion of Bonds issued to refund a prior issuance of Debt by the Districts. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the Districts may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

Notwithstanding the foregoing, the Districts shall not be permitted to issue Debt, other than refunding prior issuances of Debt, after December 31, 2049.

L. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

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

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

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

M. Preliminary Engineering Survey. The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, as specified application materials relating to the Districts and as may be further defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from

the zoning on the property in the District Area and is approximately Thirty Million Dollars ($30,000,000).

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

N. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District may be clarified in an interlocal agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Governing Document. Said interlocal agreement may be amended by mutual agreement of the Districts without the need to amend this Governing Document

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of three (3) Trustees, who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall be at large seats. Trustee terms for the Districts shall be staggered with initial terms as follows: Trustee 3 shall serve an initial term of four (4) years; Trustee 1 and Trustee 2 shall serve an initial term of six (6) years. All terms shall commence on the date of issuance of a certificate of incorporation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such Districts.

B. Transition to Elected Board.

(a) For a District anticipated to include residential uses, at the time of annexation of property into a District, such District shall estimate the total number of residential units within the District at full buildout of the property within the District (the "Anticipated Units"). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated Units to reflect such boundary change. The respective Board seats for the District with residential property shall transition from appointed to elected seats according to the following milestones:

Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 50% of the Anticipated Units have received certificates of occupancy.

Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 75% of the Anticipated Units have received certificates of occupancy.

Trustee 3. Trustee 3 shall transition to an elected seat after the end of a full term during which 90% of the Anticipated Units have received certificates of occupancy.

(b) For any District which is not anticipated to include any residential property, the Board shall continue to be appointed by the City Council and comprised of 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 shall be entitled to nominate one trustee seat for each one-third value (provided that the City retains discretion to reject any nominee and request a new nominee from such property owner).

No transition pursuant to this Section shall become effective until the next scheduled regular election of the District following a full term. Registered voters within this Section shall mean voters whose "principal place of residence," as that term is defined under Utah Code 20A-2-105(1)(a), is within the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, for any seat which has not transitioned to an elected seat, the District shall notify the City of the pending expiration of the term. The City Council may appoint a new Trustee pursuant to the PID Act prior to the expiration of the term of the current Trustee. If the City Council fails to appoint a new Trustee, the existing Trustee shall be deemed reappointed for a term of four (4) years. Any seat that has transitioned to an elected seat shall be elected at large pursuant to an election held for such purpose. If no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act. Any Trustee shall continue to serve until a new Trustee is elected.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Special District Act.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State law.

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

VII. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

VIII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay from revenues derived from the Maximum Debt Mill Levy within the Maximum Debt Mill Levy

Imposition Term, Assessments, impact fees remitted by the City, and other legally available revenues. The total Limited Tax Debt that the Districts shall be permitted to issue shall not **exceed Twenty-Five Million Dollars ($25,000,000)** and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of Debt issued to refund a prior issuance of Debt by the Districts shall not count against the permitted total Debt. In addition, this limitation does not apply to a District's pledge of its property tax revenues to the Debt of the other District. In addition, any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act. All Bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including, without limitation, general ad valorem taxes to be imposed upon all Taxable Property within the Districts, impact fees, and Assessments. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law, and federal law, as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy; Prepayment of Assessments.

1. The "Maximum Debt Mill Levy," which is the maximum mill levy the Districts is permitted to impose upon the Taxable Property within the Districts for payment of Limited Tax Debt and administrative expenses, shall be **0.005 per dollar** of taxable value of Taxable Property in the Districts; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

2. Notwithstanding Paragraph 1 above, the Districts may not concurrently impose a mill levy and Assessments on End Users unless the aggregate impact of such payments is forecasted at the time of issuance of such Debt to be less than 0.005 per dollar of the anticipated taxable value upon buildout of Taxable Property within the Districts (such value to be estimated by an appraisal or market study or related report relating to such Debt). Such forecast may factor in any required prepayment of Assessments prior to conveyance to End Users. C-PACE Assessments are not subject to the foregoing limit. The foregoing limit shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the Districts shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Instrument Disclosure Requirement.

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

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

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

F. Security for Debt.

The Districts shall not pledge as security any land, assets, funds, revenue, or property of the City, or property to be conveyed to the City, as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation. All Debt issued by the Districts for which a tax is pledged to pay the Debt service shall meet the requirements of all applicable statutes.

G. Districts' Operating Costs.

The estimated cost of engineering services, legal services, and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be Fifty Thousand Dollars ($50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be financed. The first year's operating budget of the Districts is estimated to be approximately Fifty Thousand Dollars ($50,000) which is anticipated to be derived from property taxes and other revenues and may also be financed for a period of time until the Districts revenues are anticipated to be sufficient to bear such costs. The Districts may also enter into a reimbursement

agreement with the Developer of the Project to reimburse such Developer for any such administrative costs paid by Developer.

H. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel and a Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The Districts are encouraged to use the City's bond counsel and Municipal Advisor, however, the Districts may request to use other bond counsel or Municipal Advisors, meeting the requirements in the foregoing sentence, with such request in writing, delivered to the City manager and the City attorney, stating the grounds for such request. Such request shall not be unreasonably denied or delayed. In the event the City does not object to the Districts' request in writing within twenty-one (21) calendar days, stating the grounds for the objection, the Districts' selection shall be deemed approved.

IX. ANNUAL REPORT

A. General. In addition to all reporting requirements required by State law, the Districts shall be responsible for submitting an annual report to the City Recorder's Office no later than two hundred and ten (210) days following the end of such Districts' fiscal year, beginning with fiscal year 2025.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Names and terms of Board members and officers;

2. Board seat transition milestones and progress towards Board transition, as applicable;

3. District office contact information, if changed;

4. A summary of any litigation which involves the Districts as of the last day of the prior fiscal year, if any;

5. A summary of the total Debt authorized and total Debt issued by the Districts as well as any presently planned Debt issuances;

6. Notice of any uncured events of default by the Districts, which continue beyond a ninety (90) day period, under any Debt instrument; and

7. Any inability of the Districts to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

X. DISSOLUTION

Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes, collected or assigned all Fees payable to such District, and disbursed of all assets of such District.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of incorporation for the District, or the annexation of property into the District, the Board shall record a notice against the property with the recorder of Wasatch County and provide a copy of the notice to the City. Such notice shall (a) contain a description of the boundaries and annexation area of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) if applicable, state that the Debt may convert to general obligation Debt and outlining the provisions relating to conversion, and state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the maximum rate the District may levy; and (e) include substantially the following language in bold:

> "Under the maximum property tax rate of the District, **for every $100,000 of taxable value**, there would be an **additional annual property tax of $500** for the duration of the District's Bonds."

Failure to provide any disclosures required by this Section shall not relieve any property owner of the obligation to pay taxes imposed by the District.

The Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose all of the information in the first paragraph of this Section XI prior to entering into any purchase contract or lease or acceptance of any deposit relating to such residential or commercial property with initial resident homeowners or commercial property owners and/or commercial tenants, as applicable. Such disclosures shall require a signature of such purchaser acknowledging the foregoing.

XII. ENFORCEMENT

In accordance with Section 17D-4-201(5) of the Utah Code, the City may impose limitations on the powers of the Districts through this Governing Document. The City shall have the right to enforce any of the provisions, limitations, or restrictions in this Governing Document against the Districts, through any and all legal or equitable means available to the City, including, but not limited to, injunctive relief.

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EXHIBIT 1

(Legal Descriptions)

Harvest Village PID No. 1 – Legal Description

Parcel 1: 00-0020-0622

BEGINNING AT A POINT NORTH 89°17'09" WEST 1894.08 FEET ALONG THE SOUTH SECTION LINE AND NORTH 870.95 FEET FROM THE ORIGINAL SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT THE CORNER OF A FENCE; THENCE ALONG SAID FENCE THE FOLLOWING EIGHT COURSES; THENCE NORTH 01 °32'49" WEST 120.95 FEET; THENCE NORTH 25°36'52" EAST 90.88 FEET; THENCE NORTH 32°19'33" EAST 120.86 FEET; THENCE NORTH 31°02'53" EAST 135.11 FEET; THENCE NORTH 07°40'04" EAST 313.06 FEET; THENCE NORTH 07°47'31" EAST 142.80 FEET; THENCE NORTH 07°42'05" EAST 92.71 FEET; THENCE NORTH 07°57'21" EAST 88.82 FEET; THENCE ALONG A FENCE ON THE NORTH SIDE OF THE PROPERTY THE FOLLOWING NINE COURSES; THENCE NORTH 84°40'25" EAST 162.95 FEET; THENCE SOUTH 78°19'19" EAST 175.24 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER ALONG STATE ROAD 220 (RIVER ROAD); THENCE NORTH 84°30'01" EAST 196.45 FEET; THENCE NORTH 71°11'32" EAST 46.59 FEET AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER LOCATED ON THE APPARENT OLD SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 220 (RIVER ROAD);THENCE SOUTH 86°47'32" EAST 90.60 FEET; THENCE NORTH 88°41'42" EAST 190.44 FEET; THENCE SOUTH 89°17'10" EAST 180.01 FEET; THENCE NORTH 89°05'02" EAST 52.91 FEET; THENCE SOUTH 89°04'05" EAST 189.48 FEET TO A FENCE FOLLOWING THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 40; THENCE SOUTH 24°19'21" EAST ALONG SAID FENCE AND RIGHT-OF-WAY LINE 683.46 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT (175-35.42); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 23°15'01" EAST 456.90 FEET TO A FENCE FOLLOWING THE NORTH BOUNDARY OF THE HUGH SMITH PROPERTY (SAID FENCE LINE ASSUMED TO BE THE NORTHERLY BOUNDARY LINE OF THE HUGH SMITH PROPERTY AS PER ENTRY NUMBER 135991, BOOK 174, PAGES 55-57), THENCE WESTERLY ALONG SAID FENCE THE FOLLOWING SIX COURSES; THENCE SOUTH 89°25'58" WEST 187.50 FEET; THENCE SOUTH 88°57'55" WEST 197.93 FEET; THENCE NORTH 88°10'07" WEST 92.66 FEET; THENCE SOUTH 88°55'51" WEST 139.39 FEET; THENCE SOUTH 89°41'39" WEST 146.28 FEET; THENCE SOUTH 89°26'02" WEST 1231.19 FEET TO THE POINT OF BEGINNING.

LESS THAN AND EXCEPTING PROPOSED PARCEL B, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 1246.50 FEET AND NORTH 1747.80 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 08°54'34" EAST 157.68 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1024.93 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 04°09'55" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 110.50 FEET THROUGH A CENTRAL ANGLE OF 06°10'37"; THENCE NORTH 71°02'57" EAST 52.43 FEET; THENCE SOUTH 89°36'04" EAST 282.28 FEET; THENCE SOUTH 00°35'16" EAST 180.00 FEET; THENCE SOUTH 89°24'44" WEST 467.71 FEET TO THE POINT OF BEGINNING.

ALSO LESS THAN AND EXCEPTING PROPOSED PARCEL C, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 718.76 FEET AND NORTH 1758.78 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°35'16" WEST 180.00 FEET; THENCE SOUTH 89°36'04" EAST 333.88 FEET; THENCE SOUTH 23°43'12" EAST 603.61 FEET; THENCE SOUTH 66°16'48" WEST 220.00 FEET; THENCE NORTH 23°43'12" WEST 508.10 FEET; THENCE SOUTH 89°24'44" WEST 169.04 FEET TO THE POINT OF BEGINNING.

ALSO LESS THAN AND EXCEPTING PROPOSED PARCEL D, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 1609.57 FEET AND NORTH 885.67 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°35'16" WEST 270.00 FEET; THENCE NORTH 89°24'44" EAST 821.66 FEET; THENCE SOUTH 00°35'16" EAST 65.91 FEET; THENCE SOUTH 45°28'32" WEST 176.21 FEET; THENCE SOUTH 00°40'44" EAST 81.83 FEET; THENCE SOUTH 89°24'44" WEST 694.91 FEET TO THE POINT OF BEGINNING.

ALSO LESS THAN AND EXCEPTING PROPOSED PARCEL E, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 790.66 FEET AND NORTH 1174.32 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°24'44" EAST 430.63 FEET; THENCE NORTH 66°16'48" EAST 260.00 FEET; THENCE SOUTH 23°43'12" EAST 270.43 FEET; THENCE SOUTH 66°16'48" WEST 163.99 FEET; THENCE SOUTH 39°20'39" WEST 76.97 FEET;

THENCE SOUTH 89°24'44" WEST 478.82 FEET; THENCE NORTH 00°35'16" WEST 110.69 FEET; THENCE NORTH 46°39'03" WEST 134.61 FEET; THENCE NORTH 00°35'16" WEST 65.91 FEET TO THE POINT OF BEGINNING.

ALSO LESS THAN AND EXCEPTING PROPOSED PARCEL F, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 1246.50 FEET AND NORTH 1747.80 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°24'44" EAST 467.71 FEET; THENCE NORTH 00°35'16" WEST 180.00 FEET; THENCE NORTH 89°36'04" WEST 282.28 FEET; THENCE SOUTH 71°02'57" WEST 52.43 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1024.93 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 10°20'32" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 110.50 FEET THROUGH A CENTRAL ANGLE OF 06°10'37"; THENCE NORTH 08°54'34" EAST 10.27 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF RIVER ROAD, SAID POINT BEING ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1014.93 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 04°17'47" WEST; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF RIVER ROAD THE FOLLOWING THREE (3) COURSES: 1) EASTERLY ALONG THE ARC OF SAID CURVE 106.34 FEET THROUGH A CENTRAL ANGLE OF 06°00'12"; THENCE 2) NORTH 71°02'57" EAST 53.38 FEET; THENCE 3) SOUTH 89°36'04" EAST 702.69 FEET TO THE WESTERLY RIGHT-OF-WAY OF US 40; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF US 40 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 24 °22'00" EAST 683.96 FEET; THENCE 2) SOUTH 23° 12'07" EAST 457 .13 FEET TO AN EXISTING FENCE; THENCE ALONG THE FENCE LINE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 89°18'16" WEST 300.75 FEET; THENCE 2) SOUTH 89°57'53" WEST 185.35 FEET; THENCE 3) SOUTH 89°19'16" WEST 734.23 FEET; THENCE 4) SOUTH 89°33'11" WEST 489.59 FEET; THENCE NORTH 00°35'16" WEST 10.01 FEET; THENCE NORTH 89°24'44" EAST 694.91 FEET; THENCE NORTH 00°40'44" WEST 81.83 FEET; THENCE NORTH 45°28'32" EAST 176.21 FEET; THENCE SOUTH 46°39'03" EAST 134.61 FEET; THENCE SOUTH 00°35'16" EAST 110.69 FEET; THENCE NORTH 89°24'44" EAST 478.82 FEET; THENCE NORTH 39°20'39" EAST 76.97 FEET; THENCE NORTH 66°16'48" EAST 163.99 FEET; THENCE NORTH 23°43'12" WEST 270.43 FEET; THENCE SOUTH 66°16'48" WEST 260.00 FEET; THENCE NORTH 23°43'12" WEST 569.61 FEET; THENCE SOUTH 89°24'44" WEST 666.74 FEET; THENCE NORTH 08°54'34" EAST 60.83 FEET TO THE POINT OF BEGINNING.

Harvest Village PID No. 2 – Legal Description

Parcel 2: 00-0021-1558

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 89°17'02" WEST 1609.57 FEET AND NORTH 885.67 FEET FROM THE SOUTH QUARTER CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°35'16" WEST 270.00 FEET; THENCE NORTH 89°24'44" EAST 821.66 FEET; THENCE SOUTH 00°35'16" EAST 65.91 FEET; THENCE SOUTH 45°28'32" WEST 176.21 FEET; THENCE SOUTH 00°40'44" EAST 81.83 FEET; THENCE SOUTH 89°24'44" WEST 694.91 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN UNLIMITED RIGHT OF WAY AND UTILITY EASEMENT FOR THE BENEFIT OF THE GRANTEE PARCELS, OVERALL INGRESS AND EGRESS DRIVEWAYS, ROADS AND/OR PATHS THAT ORIGINATE FROM RIVER ROAD OR HIGHWAY, AND CONTINUING THROUGH AND OVERALL DRIVEWAYS, VEHICLE PATHS AND/OR PEDESTRIAN PATHS THAT ARE INSTALLED ON GRANTOR'S REMAINING PROPERTY AND/OR THE PROPERTY DESCRIBED AS PARCEL E ON THE WARRANTY DEED IN FAVOR OF K&H DEVELOPMENT-HEBER, LLC RECORDED ON JULY 22, 2015, IN THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NO. 414240 IN BOOK 1135 AT PAGE 193.

Annexation Area Boundary – Legal Description

A part of the South Half of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey in Wasatch County, Utah:

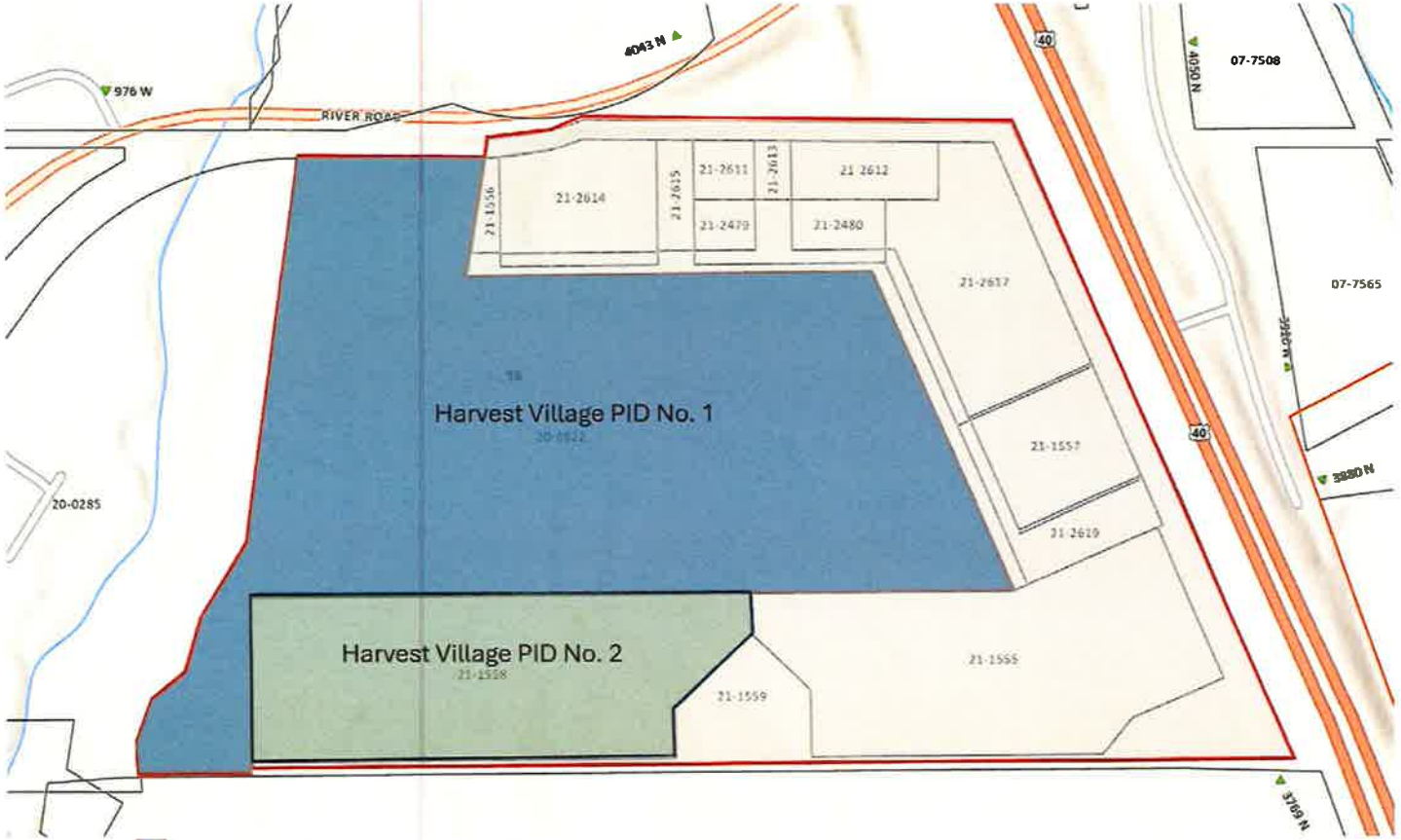
Beginning at a point 1609.47 feet North 89°17'02" West along the Section Line; and 875.65 feet (875.66 feet record) North from an Aluminum Cap Monument found marking the South Quarter Corner of said Section 18; and running thence South 89°33'11" West 286.70 feet; thence North 4°56'20" West 89.42 feet to and along the Easterly Line of the U.S.A 2000 Warranty Deed recorded in Book 00470 at Page 00515 of Official Records as it exists on the ground; thence continuing along said Deed Line the following five courses: North 18°14'15" East 78.00 feet; North 50°01'50" East 71.10 feet; North 17°05'43" East 89.90 feet; North 31°02'10" East 139.90 feet; and North 7°53'45" East 642.10 feet to the apparent Southerly Line of River Road as it exists on the ground; thence along said Southerly Line the following five courses: South 89°29'11" East 254.03 feet; South 78°47'34" East 81.83 feet; thence Northeasterly along the arc of a 1014.93 foot curve to the left a distance of 190.27 feet (Center bears North 0°29'00" East, Central Angle equals 10°44'28" and Long Chord bears North 85°06'46" East 189.99 feet); North 70°58'52" East 53.39 feet; and South 89°48'50" East 60.09 feet; thence South 89°37'48" East 642.24 feet to the Westerly Line of U.S. Highway 40 as it exists on the ground at 100.0 foot half-width; thence South 24°22'00" East 684.85 feet along said Westerly Line to an angle point in said Line at Highway Station 175 + 35.42; thence continuing South 23°10'45" East 456.17 feet along said Westerly Line of the Highway; thence South 89°18'16" West 300.68 feet (300.75 feet record) to an existing rebar with cap marked GBN found marking an angle point in the South Boundary of the property; thence South 89°57'53" West 185.35 feet; thence South 89°19'16" West 734.23 feet; thence South 89°33'11" West 489.58 feet to the point of beginning.

Contains 1,691,948 sq ft
or 38.842 acres

EXHIBIT 2

(Initial District Boundaries Map)

Map of District Boundaries



Initial District Boundary – Harvest Village PID No. 1

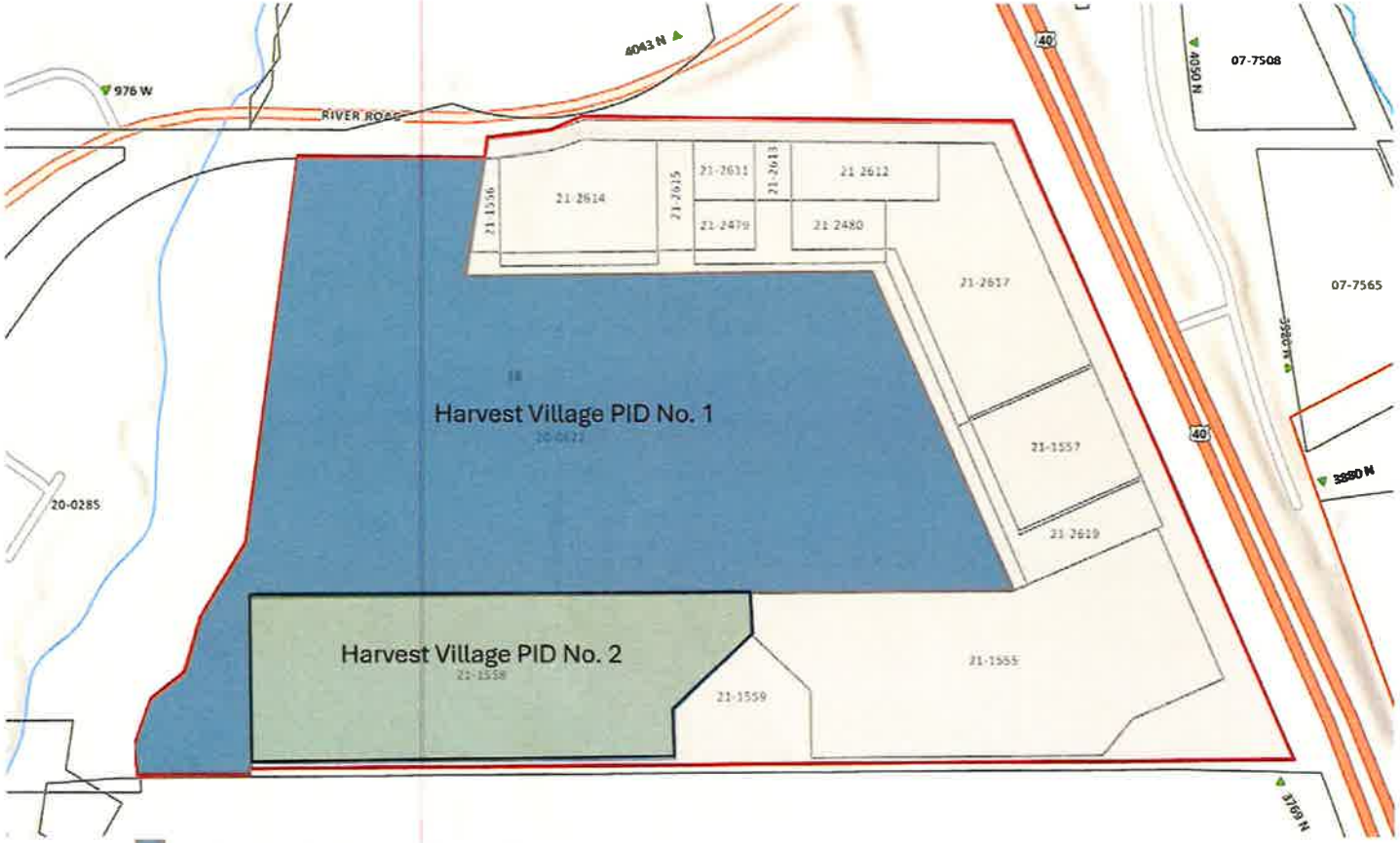
Initial District Boundary – Harvest Village PID No. 2

Annexation Area Boundary

EXHIBIT 3

(Annexation Map)

Map of District Boundaries



Initial District Boundary – Harvest Village PID No. 1

Initial District Boundary – Harvest Village PID No. 2

Annexation Area Boundary

EXHIBIT 4

(Enhanced Improvements)

The District shall include the following enhanced park, recreation, and transportation improvements that directly benefit residents of the District and Heber City:

- **Transit Center & Multi-Modal Integration**
  Development and installation of a custom-designed High Valley Transit bus stop and shelter, including architectural enhancements, integrated bike racks, scooter parking, and ADA-compliant connections to pedestrian and trail networks.
- **Public Art Program**
  Implementation of custom artwork throughout the District, including such things as murals, sculptures, and placemaking installations that reflect local heritage, promote community identity, and enhance pedestrian experiences.
- **Plaza-Wide WiFi Access**
  Installation of reliable, publicly accessible WiFi coverage throughout the Village plaza and adjacent public gathering areas to support connectivity, safety, and accessibility.
- **Perimeter Trail Enhancements**
  Construction of a perimeter walking and biking trail with enhanced features including such things as additional bench placement, directional wayfinding signage, interpretive ecological and historical displays, and outdoor fitness stations.
- **Creek and Pond Connectivity Features**
  Creation of integrated creek and pond water features that serve both aesthetic and ecological functions, with pathways and bridges that connect neighborhoods and amenities throughout the District.

EXHIBIT B

NOTICE OF BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

(Harvest Village Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the "Council"), acting in its capacity as the creating entity for Harvest Village Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on May 20, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

DATED this May 20, 2025.

CITY COUNCIL OF HEBER CITY, UTAH, acting in its capacity as the creating authority for HARVEST VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 1

By: Heidi Franco
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this 20th day of May, 2025.

Trina N Cooke
NOTARY PUBLIC

TRINA N COOKE
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 725852
COMM. EXP. 08-21-2026

NOTICE OF IMPENDING BOUNDARY ACTION

(Harvest Village Public Infrastructure District No. 2)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the "Council"), acting in its capacity as the creating entity for Harvest Village Public Infrastructure District No. 2 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on May 20, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

DATED this May 20, 2025.

CITY COUNCIL OF HEBER CITY, UTAH, acting in its capacity as the creating authority for HARVEST VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NO. 2

By: Heidi Franco
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
:ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this 20th day of May, 2025.

Trina N Cooke
NOTARY PUBLIC

TRINA N COOKE
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 725852
COMM. EXP. 08-21-2026