

Recorded at the Request of:
Mountain Green Sewer Improvement District
5455 West Old Highway Road
Mountain Green, Utah 84050

Above Space For Recorder's Use Only

**SEWER SERVICE AGREEMENT
AND
INTERLOCAL AGREEMENT
(Wasatch Peaks Ranch Project – Situated Outside of MGSID Legal Boundaries)**

THIS SEWER SERVICE INTERLOCAL AGREEMENT (“*Agreement*”), is made and entered into effective this 19 day of June, 2024 (the “*Effective Date*”), by and among MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT, a Utah special District (“*MGSID*”), and WASATCH PEAKS RANCH UTILITY DISTRICT, a Utah special District (“*WPRUD*”), and WASATCH PEAKS RANCH, LLC, a Delaware limited liability company (“*Wasatch Peaks Ranch*,” or “*WPR*”). (MGSID, WPRUD and Wasatch Peaks Ranch, are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”) To the extent allowed by applicable laws, this Agreement, as between the MGSID and WPRUD shall constitute an interlocal agreement as authorized under and pursuant to the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, and a general agreement as pertaining to MGSID, WPRUD, as public entities and Wasatch Peaks Ranch as a private entity.

RECITALS

A. Wasatch Peaks Ranch owns and is developing a private planned recreational community located on property owned by Wasatch Peaks Ranch (the “*Development Property*”), in Morgan County, Utah (the “*County*”), said property being more particularly described and depicted in EXHIBIT “A” attached, which property is situated outside of MGSID’s legal boundaries. Wasatch Peaks Ranch is developing the Development Property, in phases over time, into a private club, for members only, to include residential and commercial development as well as the development of private ski, golf, and other recreation amenities and related improvements for its members (the “*WPR Project*”). The current WPR Project phasing plan is depicted in EXHIBIT “B” hereto.

B. MGSID is an improvement district, organized and existing under and pursuant to the provisions of Utah Code Ann. § 17B-2a-401 et seq, the Utah Improvement District Act, and including all applicable provisions of Utah Code Ann. Title 17B, Chapter 1, Provisions Applicable to All Local Districts (collectively, including subsequent amendments and replacements, the “*Statute*”), authorized and established for the purpose of providing sanitary sewer collection, transmission and treatment services as provided for in the Statute. In furtherance of its authority, MGSID owns and operates a system of sanitary sewer collection lines, sewer transmission lines, sewer treatment lagoons, a sewage treatment plant that is being expanded, and related equipment and facilities (the “*MGSID System*”), all utilized in providing its services and otherwise for carrying out its purposes as established.

C. MGSID is authorized pursuant to the provisions of Section 17B-1-103(1) of the Statute to enter into such other agreements as the MGSID’s governing board of trustees (the “*MGSID Board*”) considers

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necessary, convenient, or desirable to carry out the purposes of MGSID; and (iii) to perform any act or exercise any power reasonably necessary for the efficient operation of MGSID in carrying out its powers and purposes; and pursuant to Section 17B-1-103(2)(s) MGSID may contract with another political subdivision of the state to allow the other political subdivision to use MGSID's surplus ... capacity ... upon the terms and for the consideration ... that the district's board of trustees considers to be in the best interests of the district and the public.

D. MGSID and Wasatch Peaks Ranch have previously entered into that certain *Out of District Agreement*, dated October 15, 2020, as amended by the First Amendment to Out of District Service Agreement and Joinder Agreement, dated September 22, 2021 (collectively, the "*Out of District Agreement*"), pursuant to which MGSID agreed to be the sanitary sewer authority, as defined in Utah Code Section 17-27a-103, with respect to the WPR Project, and to provide to the WPR Project the sanitary sewer services provided and subject to the terms and conditions set forth in said agreement.

E. Section 3.3 of the Out of District Agreement provides as follows:

"If a local district (the "Local District"), as described in Utah Code Title 17B, is formed to provide sewer service within the Development, this Agreement may be amended with the written consent of MGSID and the Local District to have Improvements conveyed to the Local District and service provided to the Development through an interlocal agreement between MGSID and the Local District or in such other manner as the Parties may deem mutually beneficial."

F. Subsequent to the execution of the Out of District Agreement, WPRUD was created as a local district (now referred to under the Statute as a "special district"). organized and existing under and pursuant to the provisions of the "Statute", established for the purpose of providing, among other things, services including the operation of a sewage system and the operation of a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of sewage, as authorized under the Statute. It is the purpose and intent of Wasatch Peaks Ranch and WPRUD, with the concurrence of MGSID, that Wasatch Peaks Ranch shall construct, install and transfer to WPRUD, in phases over time, concurrent with each WPR Project development phase, a system of sanitary sewer collection lines, sewer transmission lines, lift stations and related equipment and facilities (the "*WPRUD Sewer System*"), as defined in Section 2(a) below, which is to be utilized in providing all necessary sanitary sewer services within the WPR Project, and otherwise for carrying out its purposes of said District as established.

G. Pursuant to the provisions of Section 17B-1-103(2) of the Statute, both WPRUD and MGSID are authorized to: (i) to acquire or construct works, facilities, and improvements necessary or convenient to the full exercise of WPRUD'S or MGSID's powers, and to operate, control, maintain, and use those works, facilities, and improvements; (ii) to enter into contracts that WPRUD's governing board of trustees (the "*WPRUD Board*") or the MGSID Board considers necessary, convenient, or desirable to carry out the purposes of WPRUD or MGSID; and (iii) to perform any act or exercise any power reasonably necessary for the efficient operation of WPRUD or MGSID, as appropriate in carrying out its purposes.

H. It is acknowledged by the Parties that WPRUD is the "local district" referenced in and provided for in Section 3.3. of the Out of District Service Agreement, and that this Agreement is the agreement referenced in said Section.

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I. The MGSID Board has found and determined that MGSID will benefit from the addition of the WPR Project into the MGSID's service area and that there is a demonstrable public benefit to providing sanitary sewer collection and treatment services to the WPR Project as a regional sanitary sewer and wastewater treatment provider and that such is preferred over the operation of multiple, smaller collection and treatment systems. As such, MGSID is willing to provide sanitary sewer collection and treatment services for the WPR Project in conformance with and subject to the terms and conditions set forth in this Agreement and the standards, rules, regulations and policies of MGSID, as duly amended, replaced and/or expanded from time-to-time (collectively, the "*MGSID Rules and Regulations*").

J. The Parties acknowledge that it may be more expensive for MGSID to serve the WPR Project as compared with other areas served by MGSID and, consequently, the WPR Project may constitute one or more separate service areas for purposes of charging customer service fees imposed by MGSID as provided in Subsection 5(e)(1)(C).

K. This Agreement contains various general requirements and conditions for the design, construction and installation of the sanitary sewer collection and transmission systems to be developed by Wasatch Peaks Ranch and conveyed to WPRUD in connection with the WPR Project, but the Parties recognize that all sanitary sewer improvements will be designed, constructed and installed in conformance with the design plans and specifications of MGSID; however, if MGSID has no applicable design plans and specifications in place, applicable Snyderville Basin Water Reclamation District design plans and specifications shall apply until such time as MGSID adopts design plans and specifications for such purpose (collectively, "*Sewer System Specifications*"), and the design, construction and installation of said improvements shall be reviewed, approved, inspected and accepted as a condition to MGSID providing sanitary sewer collection and treatment services to the WPR Project.

L. It is the purpose and intent of the Parties that this Agreement is intended to apply to and govern sanitary sewer service provided by MGSID to all phases within the WPR Project, as they are developed by Wasatch Peaks, over time, subject to the terms and conditions hereof.

M. Pursuant to the provisions of the Utah Interlocal Cooperation Act, §11-13-101, *et seq.*, Utah Code Ann., 1953, as amended (the "*Interlocal Act*"), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined to include any political subdivision of the state), may be exercised and enjoyed jointly with any other public agency, and any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Interlocal Act.

N. The MGSID Board and the WPRUD Board have found and determined that the execution of this Agreement is mutually beneficial in carrying out the purpose and intent of Section 3.3 of the Out of District Service Agreement, and that this Agreement shall amend and supersede the Out of District Service Agreement in its entirety.

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. MGSID AGREEMENT TO PROVIDE SEWER SERVICE TO THE WPR PROJECT.

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(a) Agreement to Provide Sewer Service.

(1) Agreement to Include Development Phases in Service Area and Provide Service. For purposes of this Agreement, an "ERU", or "Equivalent Residential Unit" is the equivalent of the sanitary sewer needs of one typical single family residence located within MGSID. In order to provide the immediate certainty that Wasatch Peaks Ranch needs up front with respect to its planning for sanitary sewer collection, transmission and treatment service for the entirety of the WPR Project, and to facilitate, for each development phase within the WPR Project (each, a "*Development Phase*"), the design and engineering of the WPRUD Sewer System facilities as more particularly defined in Subsection 2(a) below, MGSID hereby agrees, in conformance with and subject to the provisions of Sections 4 and 5 herein, to include the WPR Project within its designated service area and that at all times MGSID shall have and maintain sufficient capacity to provide sanitary sewer collection and treatment services for each Development Phase of the WPR Project, sufficient to serve the sanitary sewer demands of up to a total of 750 ERUs, including residential units and common amenities as contemplated in the Morgan County Resort Special District (RSD) approved by the Morgan County Commission on October 30, 2019, representing a total of 750 ERUs (the "*Total Sewer Service Entitlement*"), subject to the terms and conditions set forth in this Agreement and in conformance with then current duly adopted MGSID Rules and Regulations, which may be amended from time-to-time by the MGSID Board.

(2) WPRUD No Obligation to Connect. Nothing in this Agreement, however, shall obligate WPRUD to connect onto the MGSID's Sewer System and receive sanitary sewer service from MGSID if Wasatch Peaks Ranch elects not to move forward with any one or all of subsequent phases of its WPR Project; with the understanding and agreement that if Wasatch Peaks Ranch does determine to proceed, the terms and provisions of this Agreement shall apply and be in full force and effect with respect to sanitary sewer service for the entirety of the WPR Project and with the further understanding and agreement that, if Wasatch Peaks Ranch has not made a determination to not proceed as provided above within 5 years after the Effective Date of this Agreement, this Subsection (2) shall thereafter be null and void.

(3) Reasonable Diligence in Providing Service. Subsequent to application by Wasatch Peaks Ranch and subject to the execution of appropriate will-serve letters by WPRUD as required pursuant to the provisions of Subsection 1(i), MGSID hereby agrees to use reasonable diligence to provide regular and uninterrupted sewer service to the WPR Project but shall not be liable for damages, breach of contract, or otherwise, to WPR, WPRUD, or any landowner, resident, guest, club member or other person for failure, suspension, diminution, or other variations of service occasioned by, or in consequence of, any cause beyond the reasonable control of MGSID, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophes, strikes or failure or breakdown of transmission or other facilities.

(4) Annexation Not Required. Notwithstanding any other prior representation or agreement to the contrary, Wasatch Peaks Ranch shall have no obligation to annex the Development Property into the legal boundaries of MGSID, and MGSID agrees, pursuant to its legal authority under the Statute, that it shall perpetually provide sanitary sewer service to the WPR Project, in conformance with and subject to the MGSID Rules and Regulations, even though the Development Property is and remains situated outside the District's legal boundaries provided, however, notwithstanding anything in this Agreement to the contrary, that MGSID shall have the right, so long as an area being served lies outside MGSID's boundaries, to charge a higher service rate than that paid by connections situated within MGSID's boundary in recognition of the fact that customers located within MGSID pay property taxes in addition to service fees. The increased fee shall be based upon a capital facilities plan and associated fees

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analysis duly adopted by MGSID that reflects the actual cost of providing service to connections outside of MGSID's boundaries.

(5) Restrictions to Implementation. MGSID agrees to advise WPR and WPRUD of any legal, regulatory or other restrictions of which MGSID is aware that may affect MGSID's obligations under this Agreement and its anticipated implementation.

(b) Current Existing Treatment Plant Capacity and Plant Expansion Plan. The Parties acknowledge that approximately 1,247 ERUs are currently being served by the MGSID System, with capacity within the current treatment plant facility to accommodate the service of up to a total of 1,800 ERUs. MGSID's current plan, subject to change, for expansion of its treatment plant facility is as follows:

<u>PHASE</u>	<u>TOTAL ERUs</u>	<u>COMPLETION*</u>
Phase 1 Expansion	4,615**	2025

* Current Estimate, subject to Subsection 1(b)(3) below.

** Cumulative, including the initial 1,800 ERUs

(c) Allocation and Reservation of Current Capacity. Subject to and conditioned upon performance by WPRUD and WPR as provided in this Agreement, MGSID guarantees that it shall allocate, hold and reserve existing capacity in the MGSID System so that as development occurs, and WPR connections come on line, that there remains at all times sufficient capacity available to enable MGSID to provide service to an additional 200 Equivalent Residential Units, subject to Subsection 1(e) below; provided that WPR has applied for a "Will Service Commitment" from MGSID regarding the additional 200 ERUs and is current in paying the annual stand-by fee for the same, consistent with Section 1(e) below. For purposes of this Subsection, "additional Equivalent Residential Units" means ERUs in addition to those for which impact fees have been paid and the structure, whether it be a single family residence or a common amenity, has been connected to the sewer system and is receiving sanitary sewer service. At a mutually agreed upon time or once 550 ERUs are connected to the sanitary sewer system, as provided in the immediately preceding sentence, the commitment to reserve an additional 200 ERUs shall diminish by 1 as each subsequent ERU is connected.

(d) Allocation and Reservation of Capacity Subsequent to Completion of the Phase 1 Expansion. The Parties hereby acknowledge that MGSID is currently moving forward with its Phase 1 sewer treatment plant expansion, and that MGSID agrees, in good faith, to expeditiously advance its Phase 1 sewer treatment plant expansion, with the understanding that a portion of the Phase 1 expansion capacity shall be allocated and expressly reserved for the use and benefit of Wasatch Peaks Ranch, consistent with Subsection 1(c) above, up to the Total Sewer Service Entitlement of 750 ERUs, subject to Subsection 1(e) immediately below.

(e) Securing and Guaranteeing the Reservation of Capacity. The reservation of capacity by WPRUD shall be secured and guaranteed by the yearly payment of lawfully adopted will serve/ stand-by fees, all in conformance with the terms and conditions of this Agreement and then current and duly adopted MGSID Rules and Regulations.

(1) Wasatch Peaks Ranch shall have no authority to change the number of or size of facilities, or increase the total number of connections to be made to the MGSID Sewer System beyond the {02255841-1 }

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Total Sewer Service Requirement without: (i) first giving written notice to MGSID of the proposed change and/or the number of additional connections, and (ii) obtaining MGSID Board approval of the same, which approval shall not be unreasonable withheld, conditioned or delayed. If approved, prior to making any such change, Wasatch Peaks Ranch shall be required to pay MGSID any additional impact, inspection, hookup/connection, annual and/or other fees which may then be due and owing consistent with then current and duly adopted MGSID Rules and Regulations.

(2) Prior to the development of any new Development Phase within the WPR Project, WPRUD shall be required to first complete and submit to MGSID a development application for such phase, in the form and with the content required by MGSID ("*Development Application*"), setting forth, among other things, the number of ERUs requested to be served in connection with that Development Phase. The Development Application shall be submitted prior to or in connection with the Preliminary Plan for such Development Phase.

(f) Pre-purchase of ERUs. WPRUD may pre-purchase guaranteed connections to the MGSID System for additional ERUs beyond the number of ERUs within a particular Development Phase for which impact fees have not already been paid to the MGSID, not to exceed the Total Sewer Service Entitlement, as approved by the MGSID Board, which approval will not be unreasonably conditioned, withheld or delayed, at the then current impact fee rate, and thereafter shall pay annual stand-by fees thereon, all in conformance with the provisions of MGSID Rules and Regulations as they may exist at the time of payment.

(g) Compliance with Law. Wasatch Peaks Ranch shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations pertaining to Wasatch Peaks Ranch's activities relating to the design, construction and installation of each component of the WPRUD Sewer System, and any portion thereof, including, without limitation, the MGSID's standards and specifications, all County and other applicable laws, ordinances, rules and regulations and MGSID Rules and Regulations, as they may exist from time-to-time.

(h) MGSID Project Support. MGSID agrees to support the WPR Project and the design and construction of the WPRUD Sewer System through attendance at agency meetings as reasonably requested by Wasatch Peaks Ranch, including, but not limited to UDOT, Union Pacific Railroad, U.S. Army Corps of Engineers, Weber Basin Water Conservancy District, Bureau of Reclamation, the Utah Department of Environmental Quality, and various utility pipeline companies, provided that in doing so MGSID will not incur any reasonable unreimbursed out of pocket expenses, consistent with the requirements of this Agreement.

(i) County Sewer Service Authority. Upon execution of this Agreement, subject to Section 6, Default and Termination herein, WPRUD, subject to the terms and conditions of this agreement, is hereby designated, for purposes of the County Land Use, Development and Management Act, Title 17, Chapter 27a of the Utah Code, to be the exclusive sanitary sewer authority with respect to the WPR Project, and is thus authorized to review and sign plats as the sewer service provider for the WPR Project and deliver will-serve letters as required herein, subject to WPRUD Rules and Regulations, consistent with MGSID Rules and Regulations as provided for in this Agreement.

2. WRPUD SEWER SYSTEM AND MGSID FACILITIES.

(a) WRPUD Sewer System Defined. The WRPUD Sewer System is more particularly defined herein as all sanitary sewer system facilities and all components and equipment related thereto, which are

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required to be constructed, installed and acquired by WPRUD, at its sole cost, to facilitate sanitary sewer service to all lots and properties required to be served within each Development Phase of the WPR Project up to the Total Sewer Service Entitlement, and shall include all on-site and off-site improvements required to collect and transmit sanitary sewerage generated within each Development Phase to the MGSID's sanitary sewer treatment facilities for treatment, each component of said system constituting a "project improvement" as defined in the Impact Fees Act, as defined in Section 5(f) herein.

(1) System Components Defined; Title; Allocation of Capacity The WPRUD Sewer System includes the following major components, as shown and depicted on EXHIBIT "C" hereto:

(A) WPR On-site Sewer Facilities.

(i) WPR On-site Sewer Facilities shall include all internal sewer main lines within each Development Phase, all individual service lines extending to the property line of each lot or property to be served, all sewer valves and valve boxes, all sewer pumps and lift stations, all pressure regulation systems, all sewer system manholes, all sewer main lines, trunk lines and other pipelines, and all fittings, equipment and related facilities necessary to enable MGSID to provide sanitary sewer collection and treatment services to each individual lot or property to be served within the WPR Project, and related facilities and equipment, excluding all private sewer laterals on each private lot or property being served situated on the lot or property owner's side of the point of connection with the WPRUD sewer main lines located in the street or within the WPR Sewer System Easements, as defined in Subsection 2(d) herein (collectively the "WPR On-site Sewer Facilities"). Title to the WPR On-site Sewer Facilities shall, upon completion of construction and the receipt of all necessary approvals, be and remain owned 100% by WPR, and upon conveyance of the same to the WPRUD, title shall be owned by WPRUD. The replacement of all or any portion of said facilities shall be performed, and the cost therefore paid by MGSID in conformance with the WPR replacement fund provisions set forth in Section 5(e)(2)(a)(i) herein. Any warranty provided to WPR or WPRUD shall not be transferred to MGSID. Any WPRUD owned infrastructure will be repaired by MGSID and it will be WPRUD's responsibility to recover costs of repair or replacement from contractors or suppliers who provided the warranty during the warranty period. The WPRUD Manager will be responsible for notifying the MGSID Manager when a facility's warranty period has expired.

(ii) WPRUD shall be entitled to the use of 100% of the capacity available in the WPR On-site Sewer Facilities.

(b) MGSID Facilities. For purposes of this Section 2, MGSID Facilities consist of the following:

(A) I-84 Sewer Manhole.

(i) The I-84 Sewer Manhole is the manhole, including related equipment and facilities, located just south of Interstate 84 to which all of the WPR On-site Sewer Facilities are connected (the "I-84 Sewer Manhole"). Title to the I-84 Sewer Manhole shall, upon completion of construction and the receipt of all necessary approvals, be and remain owned 100% by MGSID. The replacement of all or any portion of the I-84 Sewer Manhole shall be performed by MGSID at its sole cost and expense. Title to the I-84 Sewer Manhole shall be conveyed by Wasatch Peaks to MGSID by bill of sale, coupled with a recorded Easement Grant or Warranty Deed, as appropriate, to convey the related real property interest, in such form and with such content as may reasonably be acceptable to MGSID, within thirty (30) days after the Effective Date.

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(B) I-84 Bore Line.

(i) The I-84 Bore Line shall consist of the sewer trunk line bored under Interstate 84, and related facilities and equipment, which extends north from the I-84 Manhole to the sewer lift station located just north of Interstate 84 (the "*I-84 Bore Line*"). Title to the I-84 Bore Line shall, upon completion of construction and the receipt of all necessary approvals, be and remain owned 100% by MGSID. The replacement of all or any portion of the I-84 Bore Line shall be performed by MGSID at its sole cost and expense. Title to the I-84 Bore Line shall be conveyed by Wasatch Peaks to MGSID by bill of sale, in such form and with such content as may be reasonably accepted to MGSID, within thirty (30) days after the Effective Date.

(C) The Canyon View Lift Station.

(i) The Canyon View Lift Station constructed immediately north of Interstate 84, and related facilities and equipment, to which the I-84 Bore Line connects (the "*Canyon View Lift Station*"). Title to the Canyon View Lift Station shall, upon completion of construction and the receipt of all necessary approvals, be and remain owned 100% by MGSID. The replacement of all or any portion of the Canyon View Lift Station shall be performed by MGSID at its sole cost and expense. Any title interest which Wasatch Peaks may have in the Canyon View Lift Station shall be conveyed by Wasatch Peaks to MGSID by bill of sale, in such form and with such content as may be reasonably acceptable to MGSID, within thirty (30) days after the Effective Date.

(ii) WPRUD shall be entitled to the use of 70% of the capacity available in the Canyon View Lift Station sufficient to serve 750 ERUs, and MGSID shall be entitled to use the remaining available capacity, subject to Subsection 2(a)(3)(B) (C) and (D) below, based upon contributing sewage flows, calculated on an ERU basis.

(D) The MGSID Sewer System Connecting Line.

(i) The MGSID Sewer System Connecting Line shall consist of the sewer trunk line extending east from the Canyon View Lift Station, and related facilities and equipment, which connects the Canyon View Lift Station to the MGSID Sewer System treatment facility (the "*MGSID Sewer System Connecting Line*"). Title to the MGSID Sewer System Connecting Line shall, upon completion of construction and the receipt of all necessary approvals, be and remain owned 100% by MGSID. The replacement of all or any portion of the MGSID Sewer System Connecting Line shall be performed by MGSID at its sole cost and expense. Any title interest which Wasatch Peaks Ranch may have in the MGSID Sewer System Connecting Line shall be conveyed by Wasatch Peaks Ranch to MGSID by bill of sale (in addition to an acceptable recorded Easement Grant to the extent WPR owns any of the land through which the MGSID Sewer System Connecting Line is located) within thirty (30) days of the Effective Date.

(2) Point of Connection. For purposes of management, operation, maintenance, repair and replacement of the WPRUD Sewer System, the designated point of connection of the WPRUD Sewer System with the MGSID Sewer System shall be the point of connection of the WPRUD Sewer System with the I-84 Manhole.

(3) Reimbursement Facilities.

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(A) It is acknowledged and agreed by the Parties that third-parties may be authorized by MGSID to connect on to and utilize capacity in the I-84 Manhole, the I-84 Bore Line, the Canyon View Lift Station and the MGSID Sewer System Connecting Line (the "*Reimbursement Facilities*"); however, MGSID shall reserve and hold capacity in the Reimbursement Facilities, for the use and benefit of the WPR Project and MGSID shall not allow any third-party to connect to and use any capacity in the Reimbursement Facilities in a manner that would limit or interfere in any way with the ability of Wasatch Peaks Ranch to develop the WPR Project up to the Total Sewer Service Entitlement.

(B) MGSID shall not allow any third-party to connect and use any capacity in the Reimbursement Facilities without the written approval of WPR.

(C) Third-party Point of Connection. All third-party connections to the WPRUD Sewer System shall only be made at the I-84 Manhole. The actual physical connection of a third-party system shall be accomplished strictly as directed and approved by MGSID with the prior written approval of WPRUD.

(4) Connection by Third-parties to WPRUD On-site Sewer Facilities May be Authorized by Wasatch Peaks Ranch. Wasatch Peaks Ranch shall have the right to authorize a third-party to connect to the WPR On-site Sewer System and/or to utilize a portion of its allocated capacity in the Reimbursement Facilities, as set forth in Subsection 2(a)(1), with the understanding and agreement that the Total Sewer Service Entitlement belonging to Wasatch Peaks Ranch and/or WPRUD hereunder shall be proportionately reduced. Wasatch Peaks Ranch shall not be authorized to allow any connection to the WPRUD Sewer System without the prior written approval and agreement of MGSID.

(5) Modification of WPRUD Boundaries; Additional Capacity. MGSID agrees to cooperate and work, in good faith, with WPRUD so as to facilitate the future modification and expansion of WPRUD's legal boundaries, including the possible allocation to WPRUD of additional ERU capacity in the MGSID System, in the event WPRUD determines it to be in its best interest do so, subject to MGSID having the capacity to serve the expansion in the number of ERUs to be served and subject to MGSID approval.

(b) Design and Construction of the WPRUD Sewer System.

(1) Design and Construction Plans and Specifications. Prior to construction of any component of the WPRUD Sewer System, Wasatch Peaks Ranch shall submit to the MGSID, for its review and approval, all design and construction drawings, specifications, plans and profiles for all components of the WPRUD Sewer System serving each Development Phase within the WPR Project (the "*Sewer System Plan*").

(2) Review and Approval of the Sewer System Plan. The Sewer System Plan shall be reviewed internally and approved by MGSID in consultation with its consulting engineer and attorney. WPRUD shall cooperate with MGSID in the review of the Sewer System Plan and in revising and conforming it to satisfy the requirements of MGSID. Each component of the WPRUD Sewer System shall be designed and constructed in strict conformance with the requirements of this Agreement, the approved Sewer System Plan, and all Sewer System Specifications approved by MGSID. In the absence of applicable MGSID Sewer System Specifications, a mutually agreeable standard from the American Public Works Association and/or the State of Utah Department of Environmental Quality or other recognized source will be utilized as approved by MGSID. MGSID agrees to expeditiously review and

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approve the Sewer System Plan, which approval shall not be unreasonably withheld, conditioned or delayed; however, in the event current MGSID staffing is not available to meet the Project development schedule, MGSID may retain the services of a qualified, licensed civil engineer to assist in that review and approval. All costs incurred by MGSID in reviewing and approving the Sewer System Plan shall be reimbursed by Wasatch Peaks Ranch or WPRUD, as the case may be, in conformance with the requirements of Section 3 herein.

(3) Design and Construction of WPRUD Sewer System: At Sole Expense of Wasatch Peaks Ranch.

(A) Wasatch Peaks Ranch shall be required to furnish all materials, equipment and labor as shall be necessary for the construction and installation of each component of the WPRUD Sewer System.

(B) All components of the WPRUD Sewer System shall be constructed, installed and inspected by Wasatch Peaks Ranch at its sole cost and expense, in accordance with the approved Sewer System Plan and the approved Sewer System Specifications, subject to Subsection 2(b)(4) below.

(C) WPRUD agrees that all work performed in connection with the construction and installation of each component of the WPRUD Sewer System shall be of the highest quality and be performed in a safe, workmanlike manner and WPR and WPRUD covenant and agree to defend, indemnify and hold MGSID free and harmless respecting such work and/or the WPRUD Sewer System.

(4) Periodic Inspection, Testing and Approvals.

(A) MGSID and its engineers shall have the right to perform periodic inspections and testing of each of the various components of the WPRUD Sewer System while the same are being constructed and installed by WPRUD or its contractors, at WPRUD's or WPR's sole cost and expense. MGSID agrees that its staff, engineers and inspectors shall be reasonably available to perform the required inspections and testing as requested by WPRUD and/or its contractor or as desired by the MGSID, and to perform such inspections and testing as expeditiously as reasonably possible. WPRUD agrees to request any inspection with, at a minimum, two business days prior written notice.

(B) No work on WPRUD Sewer System components requiring any excavation shall be covered over unless and until the same has been inspected and approved by MGSID's representatives and other governmental entities having jurisdiction over the particular component of the WPRUD Sewer System involved. If any excavation is backfilled prior to inspection and approval, WPRUD, upon request from the MGSID, shall be obligated, at WPRUD's sole cost and expense, 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.

(C) MGSID shall conduct such tests as it shall deem necessary and expedient under the circumstances. [Note – covered in (F) below.]

(D) WPRUD shall promptly repair and/or replace any work and /or materials found by MGSID during the course of its inspections to be defective or which is otherwise not in conformity with MGSID's design standards and specifications, as required by MGSID consistent with the Sewer System Plan approved by MGSID, all at Wasatch Peaks Ranch's sole cost and expense.

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

(F) Wasatch Peaks Ranch shall reimburse to MGSID all costs and expenses incurred by MGSID due to inspections and testing, including the time and expenses of consultants and MGSID personnel, in conformance with the provisions of Section 3 herein.

(c) Construction within Perpetual Easements.

(1) All components of the WPRUD Sewer System required for sewer service to the WPR Project shall be constructed and installed (i) within the bounds of platted utility easements; (ii) within good and sufficient easements granted by Wasatch Peaks Ranch to WPRUD; (iii) within streets constructed on easements granted by Wasatch Peaks Ranch to the WPR Road and Fire District; or (iv) within other good and sufficient easements and rights-of-way which have been granted or shall be granted to Wasatch Peaks Ranch by third-parties and assigned to WPRUD (the "*WPR Sewer System Easements*"). In the event Wasatch Peaks Ranch shall determine to sell, and it shall receive a bona fide offer from a third party to purchase any property of Wasatch Peaks Ranch burdened by any such easement, upon which a component of the WPRUD Sewer System necessary for use by MGSID in providing sewer service to the Project is located or to be located under the WPRUD Sewer System plan, the Parties understand, acknowledge and agree that the WPR Sewer System Easements are and shall be perpetual and each purchaser of real property from Wasatch Peaks Ranch shall take the property subject to any and all such Easements and MGSID's license as provided in (d) below, and other rights belonging to MGSID as provided herein, and all such rights shall continue unabated. Wasatch Peaks Ranch shall give MGSID written notice of any such sale or transfer of such property at the address of MGSID as set forth herein.

(2) All costs incurred by MGSID in connection with its review of the required WPR Sewer System Easements shall be reimbursed by Wasatch Peaks Ranch to MGSID pursuant to the requirements of Section 3 herein. All WPR Sewer System Easements shall be recorded with the recorder of Morgan County by WPRUD at its sole expense. The recorded final plat shall bear the entry, book and page number of all WPR Sewer System Easements required by MGSID in connection with the WPR Project. An exhibit map depicting the location of all said easements as legally described in the grant of easement shall be attached to each grant of easement document.

(3) All WPR Sewer System Easement and license rights granted to MGSID herein shall automatically terminate or be deemed revoked in the event this Agreement is terminated pursuant to Section 7 herein.

(d) Grant of License to MGSID. Wasatch Peaks and WPRUD hereby grant to MGSID, its agents, employees, engineers and contractors, a license to enter upon the Development Property and all easements, platted utility easements, and streets withing WPR Project, as shall be necessary or appropriate so as to enable MGSID to manage, operate, maintain, repair and replace all components of the WPRUD Sewer System in conformance with its obligations set forth in Section 1(a) of this Agreement (the "License"). The License granted hereby shall terminate upon the termination of this Agreement as provided herein.

3. MGSID REVIEW AND INSPECTION FEES; REIMBURSEMENT OF COSTS. WPRUD shall pay to MGSID a Sewer System Plan Review and Inspection Fee (the "*Review and Inspection Fee*"), for {02255841-1 }

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each Development Phase for which a Development Application has been submitted in accordance with MGSID's Rules and Regulations and fee schedule as of the time of payment. The Review and Inspection Fee required to be paid hereunder is to cover the costs incurred by MGSID, including staff time and consultant fees and charges, in reviewing the Sewer System Plan for each Development Phase, any required grants of easement, and to cover the necessary inspections and testing of the WPRUD Sewer System provided for herein. In addition, WPR agrees to reimburse to MGSID all out of pocket costs and expenses incurred in the negotiation of this Agreement and related costs. Upon the written request of Wasatch Peaks Ranch, MGSID will provide an itemized accounting of all expenses incurred by MGSID which Wasatch Peaks Ranch is obligated to pay pursuant to this Section.

4. MANAGEMENT, OPERATION, MAINTENANCE AND REPAIR OF THE WPRUD SEWER SYSTEM.

(a) MGSID Obligation. MGSID shall assume and be solely responsible for the management, operation, monitoring, maintenance and repair of all components of the WPRUD Sewer System, as defined above, after completion of construction by WPR and inspection, approval and acceptance thereof by MGSID. The obligations of MGSID under this Section 4 shall extend up to the point of connection of the service lateral serving each lot or property to be served with the sewer main line located in the street or the applicable WPR or WPRUD Sewer System Easement. The individual lot and property owners shall own, operate, maintain, repair, replace and be responsible for all related sewer facilities and equipment serving their individual lot or property on the lot or property owner's side of the connection point with the sewer main.

(b) Operation and Maintenance Standard. MGSID shall manage, operate, maintain and repair the components and facilities of the WPRUD Sewer System consistent with standards generally accepted in the industry, manufacturers recommendations, and in the same manner and on an equal preference and priority basis as it does all other components of the MGSID Sewer System utilized by MGSID in providing service to other similarly situated areas, developments and customers within and served by MGSID. MGSID, or their designated representative, will respond to SCADA alarms and reports of damage or failed infrastructure in a reasonable amount of time to prevent damage to property, equipment, or the environment. MGSID, or their designated representative, will provide utility locates for all WPRUD sewer system components as requested through 811 locate requests in compliance with UTAH Code 54-8a.

5. SEWER SERVICE TO INDIVIDUAL CONNECTIONS.

(a) Inspection and Approval of Private Sewer Laterals. The construction and connection of all private sewer service laterals to the WPRUD sewer service connection points shall be inspected and approved by WPRUD prior and as a condition to the provision of sewer service to the lot or property to be served. For purposes of this Agreement, private service laterals should be considered any portion of sewer pipe, valves, pumps, or other equipment from the point of connection to the structure. The point of connection, as used herein, shall be (i) the service clean out installed by WPR for all gravity collection systems, or (ii) check / curb stop combination valve for force main collection systems. All points of connection shall be installed within WPRUD utility and road easements near the customer's property line.

(b) WPRUD Obligation to Administer Sewer Service Provided by MGSID. In connection with sanitary sewer service provided by MGSID within the WPR Project, WPRUD shall be responsible to facilitate and administer all customer service applications, service agreements, connection of private sewer service laterals to the WPRUD System, and the billing, collection and enforcement of payment of

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all fees and charges imposed by MGSID and WPRUD for their respective services. Such services shall be provided by WPRUD in conformance with and subject to its duly adopted procedures, rules, regulations and policies (the "*WPRUD Rules and Regulations*") provided and to the extent that the WPRUD Rules and Regulations do not conflict with MGSID Rules and Regulations as they may exist from time-to-time.

(c) MGSID Sewer Service Obligation. MGSID shall be obligated to provide sanitary sewer collection and treatment service within the WPR Project on the same basis as other similarly situated customers within the service area of MGSID in accordance with MGSID Rules and Regulations. MGSID shall use reasonable diligence in providing regular, uninterrupted service to each Development Phase within the WPR Project as provided in this Agreement; provided, however, that MGSID shall not be liable for damages, breach of contract, or otherwise, to Wasatch Peaks Ranch or WPRUD, or to any lot or property owner, or anyone else, for failure, suspension, diminution, or other variations of service occasioned by, or in consequence of, planned or emergency maintenance, replacement and/or repair activities and/or any cause beyond the reasonable control of MGSID, including, without limitation, acts of God or the public enemy, fires, floods, earthquakes, earth slides or shifting earth, or other catastrophes, the application of governmental laws and/or regulations, strikes or failure or breakdown of transmission, treatment and/or other facilities.

(d) Submission of Monthly Report Regarding Number of Connections. WPRUD, prior to the first day of each calendar month, shall submit a quarterly written report to MGSID notifying MGSID of the number and type (i.e. residential, commercial, and/or other) of connections, then being served within the WPR Project the ("*Monthly Report*").

(e) MGSID Sewer Service Fees and Charges.

(1) General.

(A) Right to Impose Fees and Charges. MGSID shall have the right to impose sewer service fees and charges ("*Sewer Service Fees*"), for sewer collection and treatment services provided by it to customers within the WPR Project. The Sewer Service Fee for each connection will be calculated based on actual operating cost of the WPR System and its contribution to the overall MGSID System as reasonably determined by MGSID in accordance with the requirements of Utah Code Ann. § 17B-1-643, as it may be amended, supplemented or replaced over time. The average annual daily rate of sewer flow based upon actual metered data for the peak month, shall be determined in conformance with the applicable provisions of the Utah Administrative Code, and shall be recalculated and adjusted annually by the Parties prior to the adoption of the Parties' respective annual preliminary budgets. Notwithstanding anything to the contrary in this Agreement or elsewhere, MGSID may include in its fee structure a basic service fee that is not based on the average daily flow rate of the peak month or actual sewer system usage but, rather, is a fixed fee that must be paid on a per connection or other equitable basis regardless of the measured or unmeasured sewer service provided by MGSID. A Summary of Fees currently imposed by MGSID is attached as EXHIBIT "E" hereto.

(B) Authority. The imposition and collection of Sewer Service Fees shall, in all respects, be governed by the then current MGSID Rules and Regulations as well as all then current applicable requirements of Title 17B, Chapter 1, Part 9 of the Utah Code and other applicable state and local laws, rules, regulations and ordinances.

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(C) Separate Service Zones. The Parties acknowledge and agree, consistent with authority under the Statute, that the WPR Project may be designated by MGSID as one or more separate sewer service zones within the MGSID overall sewer service area, and that Sewer Service Fees for each ERU may be calculated and imposed based on the operating costs of providing sewer service within the WPR Project as estimated in good faith by MGSID, which may differ from sewer service fees imposed in other sewer service zones within the MGSID Sewer System based upon the same criteria. It is also acknowledged and agreed that the WPR Project may be further subdivided into other separate and distinct service zones where the actual operating cost of providing service and the sewer fees and charges within the WPR Project may differ from zone to zone.

(2) Obligation for Payment. WPRUD shall be obligated to collect from its customers and pay to MGSID when due all Sewer Service Fees due and owing for sanitary sewer service provided by MGSID within the WPR Project, subject to and in conformance with and subject to the following:

(A) Sewer Service Fee Components; Purpose; Use of Funds. Sewer Service Fees imposed for service to the WPR Project shall consist of four separate components, to be used and accounted for in conformance with the following:

(i) Facilities Replacement Component. This component of the Sewer Service Fee shall be imposed by MGSID and charged to each connection to the WPRUD Sewer System for the purpose of generating a source of revenue to be held and used by MGSID in making necessary replacements of components and facilities comprising the WPR Sewer System. All funds represented by this component of the Sewer Service Fee shall be held by MGSID in a separate interest-bearing account and be budgeted and accounted for in a specially designated "WPR replacement fund" on MGSID's books and records. The funds held in this account shall be utilized by MGSID solely for the purpose of replacing failed components and facilities within the WPRUD Sewer System, as and when needed. If, at any time, the money in the replacement fund is not sufficient to cover the cost of making a necessary replacement within the WPRUD Sewer System, WPRUD shall be obligated to pay the difference: (i) in full with respect to any component of the WPR On-site Sewer Facilities; and (ii) up to an amount equal to Wasatch Peaks Ranch's 70% interest with respect to any component of the I-84 Manhole, the I-84 Bore Line, the Canyon View Lift Station and the MGSID Sewer System Connecting Line, all as billed by MGSID. In the event this Agreement is terminated as provided in Section 6 herein and the management, operation, maintenance, repair and replacement of the WPRUD Sewer System shall become the responsibility of WPRUD and not MGSID, it is agreed that any funds then remaining in the WPR Replacement Fund shall be reimbursed by MGSID to WPRUD for use by WPRUD for replacement of WPRUD Sewer System components.

(ii) Sewer System O&M Component. This component of the Sewer Service Fee, including the following sub-components, shall be imposed by MGSID and charged to each connection to the WPRUD Sewer System to cover MGSID's cost of managing, operating, maintaining and repairing the WPR Sewer System and is deemed fully earned on payment.

(A) MGSID Treatment Facility Component. This component of the Sewer Service Fee shall be imposed by MGSID and charged to each connection to WPRUD's sewer system for the purpose of generating a source of revenue to be held and used by MGSID in making necessary replacements of components and facilities comprising the MGSID Sewage Treatment Facility, which may include one or more lift station(s) and influent and effluent pipelines and facilities that are used in conjunction with the sewage treatment plant. All funds represented by this component of the Sewer Service Fee shall be held by MGSID in its discretion to be budgeted and accounted for as part of the

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treatment facilities replacement fund, fully recognizing that other areas, outside the WPR Project, will also contribute to this fund. Under no circumstances, including but not limited to the termination of this Agreement as provided in Section 6, will any funds in this account be reimbursed or paid by MGSID to WPRUD and/or WPR for any purpose whatsoever.

(B) Treatment Facility O & M Component. This component of the Sewer Service Fee shall be imposed by MGSID and charged to each connection to the WPRUD sewer system to cover MGSID's cost of managing, operating, maintaining and repairing the MGSID Sewage Treatment Plant and related appurtenances and facilities and is deemed fully earned on payment.

(B) Billing.

(i) MGSID shall bill WPRUD monthly for all fees due and owing based upon the number and type of connections to the WPRUD Sewer System as set forth in the Monthly Report. Payment shall be due and payable from WPRUD to MGSID within Thirty (30) days from the date of billing.

(ii) It shall be the responsibility of WPRUD to monitor and properly account for all connections to the WPRUD Sewer System, and to bill and collect such fees and charged from each connection as shall be sufficient to pay when due all amounts due and owing each month for sewer services provided by MGSID and to cover WPRUD's costs and expenses in administering the WPRUD Sewer System.

(iii) WPRUD shall further be obligated to collect and remit for payment to MGSID all permit and inspection charges applicable to WPRUD Project imposed by MGSID with respect to each connection to be made to the MGSID System.

(f) Impact Fees. WPRUD shall be obligated to pay impact fees duly enacted by MGSID, calculated and imposed on an Equivalent Residential Unit basis for every connection to the WPR Sewer System as a condition to MGSID having any duty or obligation to provide sewer service to that connection. All impact fees levied by MGSID shall be planned-for, enacted, and appropriate refunds and credits shall be given to WPRUD when due in conformance with the requirements of the Utah Impact Fees Act, Title 11, Chapter 36a, of the Utah Code, as amended or replaced from time-to-time (the "Impact Fees Act"), and other applicable law. WPRUD shall be obligated to pay the actual reasonable costs that have been and/or will be incurred by MGSID in updating its Capital Facilities Master Plan, Impact Fee Facilities Plan, and Impact Fee Analysis in accordance with the Impact Fees Act. All impact fees due and owing to MGSID shall be collected by WPRUD from the owner of each lot or property connecting to the WPRUD Sewer System, and shall be paid to MGSID in conjunction with the issuance of the building permit for each home, commercial building and any other structure to be connected to the WPR Sewer System. Notwithstanding the foregoing, however, WPRUD shall be obligated to remit the applicable impact fee to MGSID even if the lot or property owner has not paid the impact fee to WPRUD. In the event of termination for any cause, MGSID shall have no obligation to refund any impact fees that have been paid except as may otherwise be required by the Utah Impact Fee Act.

(g) WPR Replacement Fund Deficiency. Should an expenditure be required for the repair and/or replacement of components and facilities comprising any portion of the WPR Sewer System for which insufficient funds are on hand in the WPR Replacement Fund identified in Subsection 5.(2)(A)(i) above, WPRUD shall be responsible for the deficiency.

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(h) Late Payments. In the event that any payment required to be made to MGSID pursuant to this Agreement is not paid as and when due, interest thereon shall accrue from the due date until paid, both before and after judgment at the rate of eighteen (18%) percent per annum.

6. DEFAULT AND TERMINATION.

(a) Default and Termination. In the event any Party shall fail to perform its obligations hereunder or comply with the terms and provisions hereof, and such failure remains uncured for a period of ninety (90) days after receiving written notice of default from the non-defaulting Party (the "*Cure Period*"), and provided that (i) if such default cannot reasonably be cured within the Cure Period, and (ii) the defaulting Party shall have commenced to cure such default within the Cure Period and thereafter uses reasonable good faith efforts to cure the same, then the Cure Period shall be extended for so long as shall be required for the defaulting Party to exercise and complete good faith reasonable efforts to cure the default. If, however, the default remains uncured for a period of one hundred twenty (120) days in the aggregate, or such greater time as the non-defaulting Party may allow, then the non-defaulting Party may, at its election, pursue all rights and remedies which it may have at law and/or in equity, including but not limited to injunctive relief, specific performance and/or actual damages, and termination of this Agreement. Wasatch Peaks Ranch and WPRUD may elect to terminate this Agreement at their option, for cause, upon six months' prior written notice to MGSID.

(b) Disconnection of WPRUD Sewer System Facilities. In the event this Agreement is terminated for any reason and only to the extent that MGSID ceases to serve WPRUD Property, and effective as of the date of termination, or such other date as the Parties may agree, then, unless the Parties agree otherwise, MGSID shall have the right to proceed to disconnect the WPRUD Sewer System from the MGSID System, giving reasonable time, not to exceed 1.5 years, for the physical separation to be completed and a new treatment facility be constructed and installed by WPRUD to which the WPRUD Sewer System shall be connected and served. Upon disconnection, WPRUD shall have the obligation to provide all services provided by MGSID hereunder and upon connection of the WPRUD Sewer System to the new WPRUD treatment facility, and MGSID's obligations hereunder shall cease. WPRUD shall have the obligation, at its sole cost and expense, to repair the point of disconnection in accordance with any applicable law, rule and/or regulation and subject to MGSID's inspection and approval of the same. At such time as all service obligations under this Agreement have ceased, all easements and rights of access granted to MGSID respecting the WPR On-Site Sewer Facilities hereunder shall thereupon terminate and be extinguished.

(c) Mediation. Unless terminated for cause by WPRUD or terminated without cause by MGSID, if this Agreement is terminated for any reason after connection of the WPRUD Sewer System has been made to MGSID System, the Parties agree to mediation in an effort to resolve financial consequences to MGSID that may result from improvements made to the MGSID System, including the expansion of pipelines and treatment facilities directly related to WPRUD Project that will not be utilized as a result of the termination. WPRUD and MGSID shall each be responsible for one-half of the cost of a mutually agreeable mediator, and all Parties agree to proceed with mediation promptly and in good faith. Should such mediation not be successful in resolving the financial consequences to MGSID, MGSID may litigate the matter as provided in Section 12(h).

7. REPRESENTATIONS AND FURTHER OBLIGATIONS OF THE PARTIES.

(a) Wasatch Peaks Ranch and WPRUD Representations and Obligations. Wasatch Peaks Ranch and WPRUD (collectively, "*WPR*" for purposes of this Section), represent, warrant and agree that:
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(1) Wasatch Peaks Ranch is a limited liability company duly organized and existing under the laws of the state of Delaware and is qualified to conduct business in the state of Utah, and WPRUD is a special district and body corporate and politic of the State of Utah, duly organized and existing under applicable law;

(2) WPR is authorized to enter into this Agreement and such other agreements as may be required to accomplish the purposes of the Parties as set forth in this Agreement, and to carry out its obligations hereunder and thereunder; and that such will not conflict with or result in a breach of the terms, conditions, provisions, or restrictions of any existing law, court or administrative decree, order, or regulation, or agreement or instrument to which WPR is a party or by which it is otherwise bound;

(3) WPR has negotiated in good faith the terms, conditions and provisions of this Agreement and it will negotiate in good faith the terms, conditions and provisions of such other agreements and documents as may be required to be executed by and between WPR and MGSID in effectuating the purposes of the Parties as set forth herein;

(4) WPR will cooperate with the MGSID, and its engineers, consultants, and other officials designated by MGSID with respect to the design of the WPRUD Sewer System so as to facilitate sanitary sewer service for the WPR Project;

(5) WPR will participate, as requested by the MGSID, in such meetings as may be required and in good faith support MGSID as requested in effectuating the purposes of the Parties as set forth herein;

(6) WPR is not currently aware of any laws, regulations, or policies that would prevent WPR from receiving sanitary sewer service from MGSID for the WPR Project or prohibit WPR from entering into this Agreement and such other agreements as may reasonably be required to effectuate such service; and

(7) WPR will advise, consult, and work cooperatively with MGSID, in good faith, in resolving such issues as may arise, and otherwise perform such actions as may be necessary in the implementation of the goals and objectives of this Agreement.

(c) MGSID Representations and Obligations. MGSID represents and agrees that:

(1) it is an improvement district and a body corporate and politic of the State of Utah, duly organized and existing under applicable law;

(2) it is authorized to enter into this Agreement and such other agreements as may be required to accomplish the purposes of the Parties as set forth in this Agreement, and to carry out its obligations hereunder and thereunder; and that such will not conflict with or result in a breach of the terms, conditions, provisions, or restrictions of any applicable existing law, court or administrative decree, order, or regulation of which MGSID is aware, or agreement or instrument to which MGSID is a party or by which it is otherwise bound;

(3) subject to requirement of applicable law, it will make such reasonable changes to MGSID Rules and Regulations and to its Capital Facilities Plan and/or Impact Fee Facilities Plan, and in good faith enter into such agreements as shall be deemed by MGSID to be necessary to accomplish the

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purposes of the Parties set forth in this Agreement so as to facilitate the development of, and provide sanitary sewer service to the WPR Project in conformance with the provisions of this Agreement;

(4) it has negotiated in good faith the terms, conditions and provisions of this Agreement and that it will negotiate in good faith the terms, conditions and provisions of such other agreements and documents as may be required to be executed by and between WPR and MGSID in effectuating the purposes of the Parties as set forth herein;

(5) it will reasonably cooperate with WPR, and its engineers, consultants, and other officials designated by WPR in the design of the WPRUD Sewer System and in connection with such modifications as may be required relative to MGSID System so as to enable MGSID to provide sanitary sewer collection and treatment service to the WPR Project for each Development Phase as developed as provided in this Agreement;

(6) it will participate, as reasonably requested by WPR in meetings with other agencies from whom permits, consents and other approvals may be required for sewer service in connection with the WPRUD Project, including, without limitation, the Utah Department of Transportation, the Utah Department of Environmental Quality, the U.S. Forest Service, the U.S. Bureau of Reclamation, Morgan County, and all utility and other providers of services necessary for WPR Project, and that it will, in good faith, support WPR as reasonably requested in connection with the obtaining of such permits, consents and approvals as may be required provided, however, that MGSID shall not incur any risk, cost or liability in doing so;

(7) it is not currently aware of any laws, regulations, or policies that would prevent MGSID from providing sanitary sewer service for the WPR Project and prohibit it from entering into this Agreement and such other agreements as may reasonably be required to effectuate such service; and

(8) it will advise, consult, and work cooperatively with WPR, in good faith, in resolving such issues as may arise, and otherwise perform such actions as may reasonably be necessary in the implementation of the goals and objectives of this Agreement.

8. **INDEMNIFICATION.** Each Party agrees to defend, indemnify and hold the other Party, and its respective corporate affiliates, officers, employees, agents and consultants (the "*Indemnified Parties*") free and harmless from and against any and all liability, loss, damage, costs, and/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 such Party, its agents, employees or contractors, and any claim by any contractor or other person for any amount due and owing by such Party to said contractor or person. It is agreed that neither Party shall be responsible for, and this indemnity shall not apply to (i) any negligent acts or omissions of the Indemnified Party (ii) any liability, loss, damage, cost or expense, 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 or under contract with such Party, or (iii) any criminal action, omission, or misconduct by any agent, employee or contractor of such Party. Upon completion of construction of any component of the WPRUD Sewer System, the indemnity obligations of WPRUD set forth herein shall cease to apply with respect to any work or activity in connection with the subject WPRUD Sewer System component performed by Wasatch Peaks Ranch's and WPRUD's agents, employees or contractors on or before that date, but not otherwise. Notwithstanding the foregoing, or anything to the contrary in this Agreement, the Parties recognize, acknowledge and agree that MGSID and WPRUD, being political subdivisions of the state of Utah, are {02255841-1 }

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subject to the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code, and that, by entering into this Agreement, neither MGSID nor WPRUD shall be deemed to have relinquished or waived any protection or limitation of liability provided under the Governmental Immunity Act of Utah.

9. ASSIGNMENT; ASSIGNMENT TO AFFILIATED ENTITY. This Agreement may not be assigned by any Party hereto, by operation of law or otherwise, without the written consent of the other Parties hereto. Notwithstanding the foregoing, any Party may assign this Agreement or any of its rights or obligations under this Agreement to any Affiliate without the consent of the other Parties. For purposes of this paragraph, the term "Affiliate" shall mean any person, partnership, corporation or other entity which controls, is controlled by, or is under common control with the Party.

10. TERM OF AGREEMENT. In conformance with the provisions of §11-13-216 of the Interlocal Act, this Agreement shall continue for a term of fifty (50) years, which may be renewable upon the mutual written agreement of the Parties, unless sooner terminated as provided in this Agreement or by the mutual written agreement of the Parties according to such terms and conditions of termination as the Parties shall then agree.

11. FUTURE ANNEXATION OF DEVELOPMENT PROPERTY INTO MGSID BOUNDARIES. In the event Wasatch Peaks Ranch shall, in its sole discretion, determine that it is in the best interest of Wasatch Peaks Ranch and in the best interest of the residents and property owners within the Development Property, to annex the Development Property into the legal boundaries of MGSID then, upon consultation with and approval by MGSID, the annexation shall proceed subject to and in conformance with the terms of a separate annexation agreement to be entered into between the Parties and all applicable requirements and provisions of Title 17B, Chapter 1, Part 4, Utah Code Ann. 1953, as amended. Upon annexation of the Development Property into the MGSID boundaries, or so much of the same as shall be agreed to between Wasatch Peaks Ranch and MGSID, the provisions of this Agreement shall terminate with respect sewer service to those residents and property owners whose property has been annexed, and service shall thereupon be provided by MGSID to said properties in the same manner and on the same basis as all other similarly situated customers within MGSID's legal boundaries, subject to all then applicable and future applicable rules, regulations and policies of MGSID. The terms and provisions of this Agreement shall remain in full force and effect with respect to sewer service to those residents and property owners within the Development Property, if any, whose properties have not been annexed into the legal boundaries of MGSID.

12. 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 or by email to the intended Party or, if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses:

TO THE MGSID:

Name: Mountain Green Sewer Improvement MGSID
Attn. Manager
Address: 5455 West Old Highway Road
Mountain Green, Utah 84050
Email: manager@MGSID.com
Phone: (801) 876-3416

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TO WASATCH PEAKS RANCH:

Name: Gary Derck
Address: 36 South State Street, Suite 500
Salt Lake City, Utah 84111
Email: gderck@wprdevco.com

TO WASATCH PEAKS RANCH UTILITY DISTRICT

Name: Vance Bostock
Address: 36 South State Street, Suite 500
Salt Lake City, Utah 84111
Email: vbostock@wprutility.com

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

(b) Attorney's Fees. The Parties each agree that should any Party 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, 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 promise, representation, warranty, inducement or understanding between the Parties which is not contained herein.

(d) Section Headings/Tense. The section and subsection 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. As used herein, the singular tense shall include the plural tense, and vice versa, as appropriate, and any gender shall include all other genders.

(e) Non-liability of Officials. No officer, representative, agent, consultant or employee of a Party shall be personally liable to any other Party, or any successor-in-interest or assignee of any other Party, in the event of any default or breach by such Party, or for any amount which may become due to such Party, or its successors-in-interest or assignees, or for any obligation arising under this Agreement.

(f) No Joint Venture, Partnership or Third-party Rights. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between MGSID and Wasatch Peaks Ranch or WPRUD. Moreover, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any third-party.

(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, including, without limitation, any separate affiliated entity of Wasatch Peaks Ranch or WPRUD which is involved with or assumes or undertakes to fulfill any

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responsibility or obligation imposed upon Wasatch Peaks Ranch or WPRUD pursuant to this Agreement, and any county, city or other governmental entity or entities that assumes the responsibility to provide sanitary sewer service to the WPR Project should MGSID no longer provide sanitary sewer service to the WPR Project. The covenants contained herein shall be deemed to bind and run with the property within the WPRUD Property, and the Parties agree that this Agreement, or a notice of this Agreement, shall be recorded in the office of the Recorder of Morgan County.

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

(i) 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 in the future. A provision 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 another provision.

(j) 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.

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

(l) 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; health pandemics; 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 Subsection shall notify the other Parties pursuant to the notice provisions hereof of a force majeure event within ten (10) days following occurrence of the claimed force majeure event.

(m) Knowledge. Each Party has read this Agreement and has executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of its choice.

(n) 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, excluding governmental laws, ordinances, rules, regulations, standards and/or specifications, this Agreement shall govern.

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

(p) Amendment. This Agreement may be amended only in a writing signed by the Parties.

(q) Incorporation of Recitals and Exhibits. The Recitals first set forth above and all Exhibits attached hereto are incorporated by reference as though fully set forth herein.

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(r) Out of District Agreement Superseded. The Parties hereby acknowledge and agree that this Agreement supersedes and replaces the Out of District Service Agreement in its entirety.

(s) Construction. This Agreement is the result of negotiations between the Parties, none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms, conditions and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party or the Party's attorney who prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. The words "include", "included" and "including" as used in this Agreement shall respectively mean "include without limitation", unless expressly stated otherwise.

(t) Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

(u) Counterpart Signatures; Electronic Signature. This Agreement may be executed in several counterparts and by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

13. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Cooperation Act, MGSID and WPRUD (for purposes of this Section 13, the "Governmental Parties" and each is a "Governmental Party") agree as follows:

(a) No separate legal entity is created by this Agreement.

(b) Pursuant to the provisions of Section 11-13-202.5 of the Interlocal Cooperation Act, this Agreement shall be authorized and adopted by a resolution of the MGSID Board and of the WPRUD Board;

(c) Pursuant to the provisions of Section 11-13-202.5(3) of the Interlocal Cooperation Act, this Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Governmental Party; and

(d) Pursuant to the provisions of Section 11-13-209 of the Interlocal Cooperation Act, executed copies of this Agreement shall immediately be deposited with and remain in the official records of each Governmental Party during the effective term hereof;

(e) No real or personal property will be jointly owned by the Governmental Parties and, except as may otherwise specifically be provided in this Agreement, there will be no need to dispose of property upon the complete or partial termination of this Agreement;

(f) Each Governmental Party shall be responsible to finance its obligations under this Agreement and to establish and maintain its own budget;

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(g) To the extent there is any need for administrative action by the Governmental Parties, the Chair of the MGSID Board and the Chair of the WPRUD Board shall constitute a joint board, with each having one vote;

(h) For purposes of this Agreement qualifying as an Interlocal Cooperation Agreement, as between the Governmental Parties, this Agreement shall not take effect until (b), (c) and (d) of this Section 13 have been fully satisfied; and

(i) Notwithstanding the foregoing or anything to the contrary in this Agreement, should this Agreement fail in any respect to satisfy the requirements of the Interlocal Cooperation Act for any reason, it shall nevertheless be an effective contract and agreement between and among the Governmental Parties and WPR pursuant to general principles of law and equity.

14. AUTHORITY TO BIND. The Parties hereby represent and warrant that each Party has the power to enter into this Agreement and each individual executing this Agreement represents and warrants that such individual is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such individual is acting.

[SIGNATURES FOLLOW ON NEXT PAGE]

May 15, 2024

IN WITNESS WHEREOF, except as provided in Section 13(h), the Parties hereto have executed this Agreement effective as of the day and year first set forth above.

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT

By: 
William C. Coutts, Chair, Board of Trustees

APPROVED AS TO FORM:

Mountain Green Sewer Improvement District Attorney

WPR UTILITY DISTRICT

By: 
Vance Bostock, Chair, Board of Trustees

APPROVED AS TO FORM:

WPR Utility District Attorney

WASATCH PEAKS RANCH, LLC

By: 
Gary Derck,

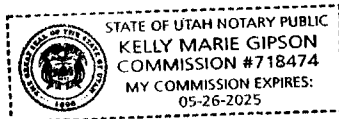
May 15, 2024

ACKNOWLEDGEMENTS

STATE OF UTAH)
 : ss.
County of MORGAN)

On the 24th day of JUNE, 2024, appeared before me William C. Coutts, personally known to me, or proved to me on the basis of satisfactory evidence, to be Chair of the Board of Trustees of Mountain Green Sewer Improvement MGSID, who duly acknowledged that the within and foregoing instrument was signed on behalf of said district by authority of its Board of Trustees, and that said district executed the same.

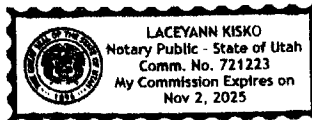
Kelly Marie Gipson
NOTARY PUBLIC



STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 19 day of JUNE, 2024, personally appeared before me Vance Bostock, known to me, or proved to me on the basis of satisfactory evidence, to be chair of the Board of Trustees of WPRUD Utility MGSID, who duly acknowledged that the within and foregoing instrument was signed on behalf of said district by authority of its Board of Trustees, and that said district executed the same.

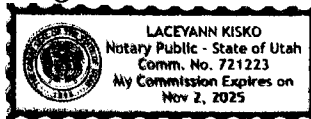
Laceyann Kisko
NOTARY PUBLIC



STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 19 day of JUNE, 2024, personally appeared before me Gary Derck, known to me, or proved to me on the basis of satisfactory evidence, to the Manager of Wasatch Peaks Ranch, LLC, who duly acknowledged that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its governing board, and that said limited liability company executed the same.

Laceyann Kisko
NOTARY PUBLIC



{02255841-1 }

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EXHIBIT "A"

Legal Description and Depiction of WPR Project Development Property

EXHIBIT A

DISTRICT LEGAL DESCRIPTION
AND MAP

MORGAN COUNTY PROPERTIES:

TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 6: Tax Parcel No. 00-0000-3408
ALL OF SECTION 2

PARCEL 7: Tax Parcel No. 00-0000-3432
ALL OF SECTION 3

PARCEL 8: Tax Parcel No. 00-0000-3465
ALL OF SECTION 11

TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 9: Tax Parcel No. 00-0001-1526
BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

PARCEL 10: Tax Parcel No. 00-0001-1559
ALL OF SECTION 2.

PARCEL 11: Tax Parcel No. 00-0001-1583
ALL OF SECTION 3

PARCEL 12: Tax Parcel No. 00-0001-1617
THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4

PARCEL 13: Tax Parcel No. 00-0001-1666
ALL OF SECTION 9.

LESS THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING ON THE SOUTH LINE OF SECTION 9, AFORESAID, AT A POINT WHERE SAID SECTION LINE CROSSES THE TOP OF THE MOUNTAIN; THENCE NORTH ALONG THE TOP OF THE MOUNTAIN TO THE NORTH LINE OF SAID SECTION 9; THENCE WEST TO THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ONE MILE TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST TO POINT OF BEGINNING.

PARCEL 14: Tax Parcel No. 00-0001-1690
ALL OF SECTION 10

PARCEL 15: Tax Parcel No. 00-0001-1724

ALL OF SECTION 11

PARCEL 16: Tax Parcel No. 00-0001-1773

THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12

PARCEL 17: Tax Parcel No. 00-0001-1849

ALL OF SECTION 13

PARCEL 18: Tax Parcel No. 00-0001-1872

THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14

PARCEL 19: Tax Parcel No. 00-0001-1922

ALL OF SECTION 15

PARCEL 20: Tax Parcel No. 00-0001-1963

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22

PARCEL 21: Tax Parcel No. 00-0001-2003

ALL OF SECTION 23

PARCEL 21A: Tax Parcel No. 00-0001-2045

THE NORTH HALF OF THE NORTH HALF OF SECTION 24

PARCEL 22: Tax Parcel No. 00-0001-2276

THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26

PARCEL 23: Tax Parcel No. 00-0001-2292

ALL OF SECTION 27

PARCEL 24: Tax Parcel No. 00-0001-2409

THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35

PARCEL 25: Tax Parcel No. 00-0001-2466

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36

TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 26: Tax Parcel No. 00-0001-6517

THE NORTHWEST QUARTER OF SECTION 19

EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AS RECORDED AUGUST 11, 2011, AS ENTRY NO. 123753, IN BOOK 292 AT PAGE 1336 DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT

PARCEL 26A: Tax Parcel No. 00-0001-6517

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19

TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 27: Tax Parcel No. 00-0002-6185

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 75°00 EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK 4 OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

PARCEL 28: Tax Parcel No. 00-0002-6177

BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 5°30' WEST 7.39 CHAINS, MORE OR LESS, TO THE UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83°30' EAST 24.30 CHAINS; THENCE SOUTH 9°00' EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING

PARCEL 29: Tax Parcel No. 00-0002-6227

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THOROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794 AND IN MISC BOOK 4 AT PAGE 512, AS ENTRY NO'S 31973 AND 31974

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297, PAGE 794

PARCEL 30: Tax Parcel No. 00-0002-6292

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27; RUNNING THENCE NORTH 8.00 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UNION PACIFIC RAIL ROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 78°00' WEST, ALONG SAID RIGHT OF WAY, 17 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27, THENCE SOUTH, ON SAID LINE 3 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID

RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

PARCEL 31: Tax Parcel No. 00-0002-6334

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, RUNNING THENCE NORTH 80 RODS; THENCE WEST 660 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE WEST 660 FEET; THENCE SOUTH 80 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

PARCEL 32: Tax Parcel No. 00-0002-6359

BEGINNING 13.50 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST; THENCE SOUTH 3 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UPRR CO., THENCE NORTH 78°00' EAST, ALONG SAID RIGHT OF WAY, 10 CHAINS; THENCE NORTH 10°00' EAST 2 CHAINS, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTH 80°00' WEST, ALONG LINE, 10 CHAINS TO THE POINT OF BEGINNING

RESERVING THEREFROM THE COUNTY ROAD AS NOW CONSTRUCTED

PARCEL 33: Tax Parcel No. 00-0002-6375

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE NORTH 8 CHAINS; TO THE UNION PACIFIC RAIL ROAD RIGHT OF WAY, THENCE RUNNING, ALONG THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, EASTERLY 11.55 CHAINS; THENCE SOUTH 8 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST 11.55 CHAINS TO THE PLACE OF BEGINNING

PARCEL 34: Tax Parcel No. 00-0002-6391

BEGINNING 1320 FEET NORTH AND 660 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE EAST 1320 FEET TO BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

PARCEL 35: Tax Parcel No. 00-0002-6623

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28

PARCEL 36: Tax Parcel No. 00-0002-6680

ALL OF SECTION 33

PARCEL 37: Tax Parcel No. 00-0002-6722

ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34

EXCEPTING THEREFROM LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA, AS

RECORDED IN BOOK R OF DEEDS PAGES 119 THROUGH 122 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE VENDOR'S PROPERTY, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 34, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 34 BEARS NORTH 88°48' EAST FOUR HUNDRED SEVENTEEN AND FOURTH-TENTHS (417.4) FEET, AND RUNNING THENCE SOUTH 49°16' WEST TWO HUNDRED EIGHTY-THREE AND SEVEN TENTHS (283.7) FEET; THENCE NORTH 53°51' WEST TWO HUNDRED NINETY-SEVEN AND FIVE-TENTHS (297.5) FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE NORTH 88°48' EAST ALONG THE NORTH LINE OF SAID SECTION 34, FOUR HUNDRED FIFTY-FIVE AND THREE-TENTHS (455.3) FEET TO THE POINT OF BEGINNING

PARCEL 38: Tax Parcel No. 00-0002-6805
ALL OF SECTION 35

EXCEPTION THAT PORTION THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK R OF DEEDS, PAGES 119 THROUGH 122.

ALSO LESS DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE 1337 AND BOOK 297 AT PAGE 794

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

"SWAN PARCEL 1": Tax Parcel No. 00-0002-6490
THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND ALL OF NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, OWNED BY GRANTOR AND SITUATE SOUTH OF THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY.

EXCEPTING THEREFROM THE PROPERTY HERETOFORE CONVEYED BY THE GRANTOR BY A WARRANTY DEED, DATED MAY 12, 1955, FROM SWAN LAND AND LIVESTOCK COMPANY TO THE WEBER BASIN WATER CONSERVANCY DISTRICT, RECORDED ON JUNE 7, 1955, IN THE OFFICE OF THE MORGAN COUNTY RECORDER IN BOOK Q, AT PAGE 409, AS INSTRUMENT NO. 27442.

ALSO, EXCEPTING THE FOLLOWING: BOOK S PAGE 376, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING. BEGINNING AT A POINT WHICH BEARS NORTH 984.7 FEET AND WEST 312.0 FEET FROM THE SOUTH QUARTER SECTION CORNER OF THE SAID SECTION 27 (SAID QUARTER SECTION CORNER IS MARKED BY A METAL HUB PLACED BY THE OLD QUARTER SECTION CORNER STONE BY THE U.S. BUREAU OF LAND MANAGEMENT IN THE 1952 RESURVEY), AND RUNNING THENCE SOUTH 16°19' MINUTES EAST 40.0 FEET; THENCE SOUTH 73° 41' WEST 60.0 FEET; THENCE NORTH 16°19' WEST 40.0 FEET TO THE RIGHT OF WAY LINE OF THE SAID MOUNTAIN FUEL SUPPLY COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 73° 41' EAST 60.0 FEET TO THE POINT OF BEGINNING

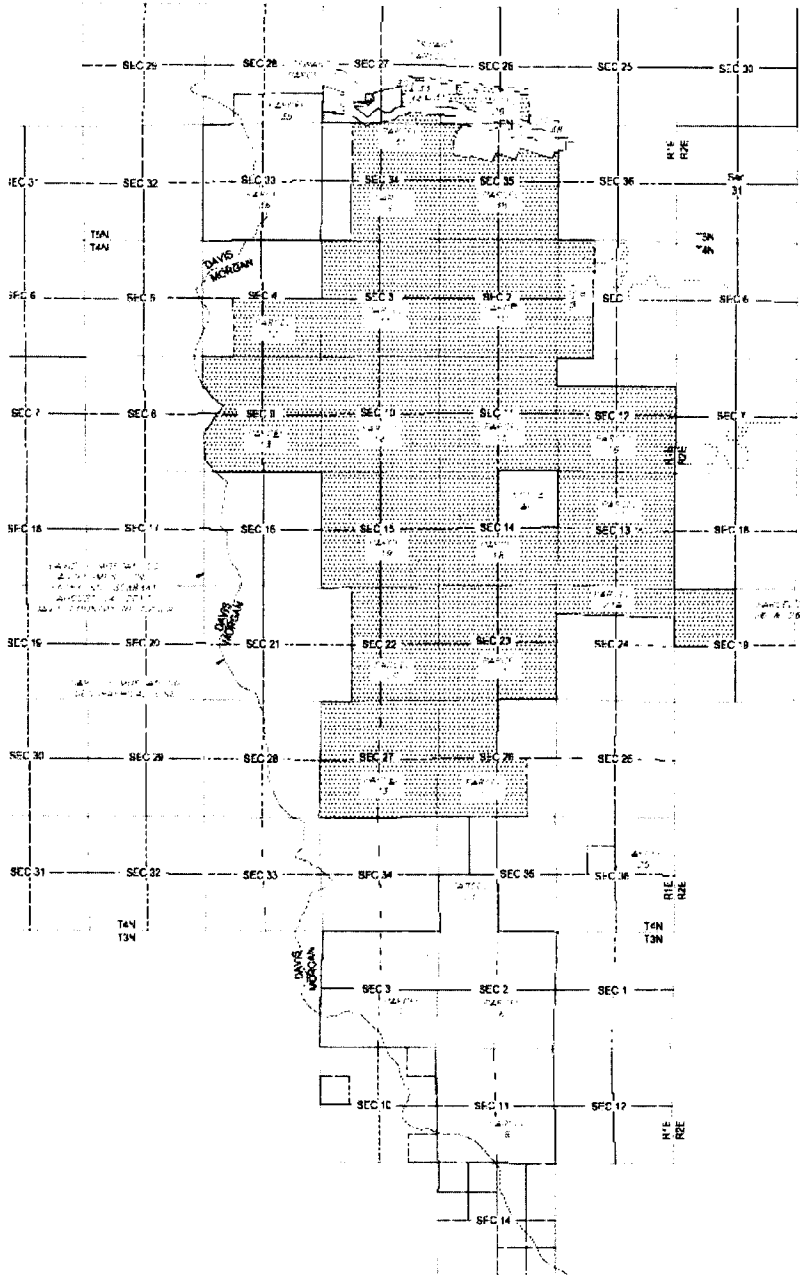
ALSO, SUBJECT TO THE FOLLOWING DESCRIBED RIGHT OF WAY: A STRIP OF LAND TWO RODS WIDE IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE CENTER LINE OF WHICH BEGINS AT A POINT WHERE THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY INTERSECTS WITH THE CENTER LINE OF A BRIDGE CONSTRUCTED OVER THE WEBER RIVER AS PART OF THE GATEWAY CANAL PROJECT WHICH POINT IS APPROXIMATELY 310 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND RUNNING SOUTH 4°22' WEST ACROSS THE SAID BRIDGE AS PRESENTLY CONSTRUCTED 240 FEET MORE OR LESS TO THE SOUTH SIDE OF THE PIONEER PIPELINE COMPANY'S PIPELINE, THENCE EASTERLY ALONG THE SOUTH SIDE OF AND ADJACENT TO SAID PIPELINE 340 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

ALSO, EXCEPTING THE FOLLOWING: 01-005-065-NA BOOK M4, PAGE 401, A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF A TRACT UNDER CONTRACT TO THE UNITED STATES AS RECORDED JULY 16, 1954, AS ENTRY NO. 26724 IN BOOK MISC. NO. 3, PAGE 475, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 54° 12' EAST 2069.6 FEET, AND RUNNING THENCE SOUTH ALONG THE BOUNDARY OF SAID TRACT UNDER CONTRACT TO UNITED STATES 492.7 FEET; THENCE WEST 175.0 FEET; THENCE NORTH 492.7 FEET; THENCE EAST 175.0 FEET TO POINT OF BEGINNING.

"SWAN PARCEL 2": Tax Parcel No. 00-0002-6417

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

Map



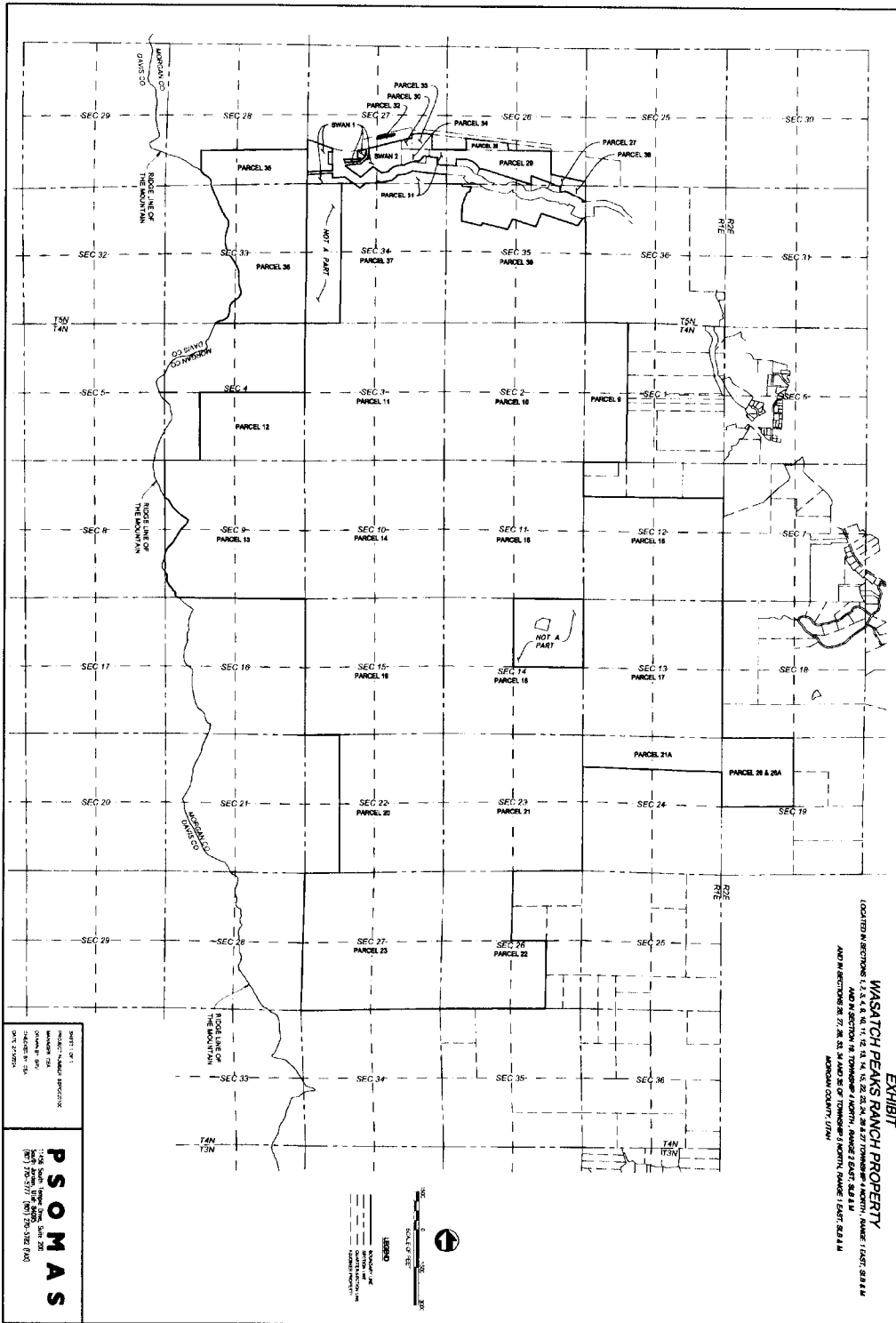


EXHIBIT
WASATCH PEAKS RANCH PROPERTY
 LOCATED IN SECTIONS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
 AND IN SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, S&B 14
 AND IN SECTIONS 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, S&B 14
 AND IN SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 EAST, S&B 14
 AND IN SECTION 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, S&B 14

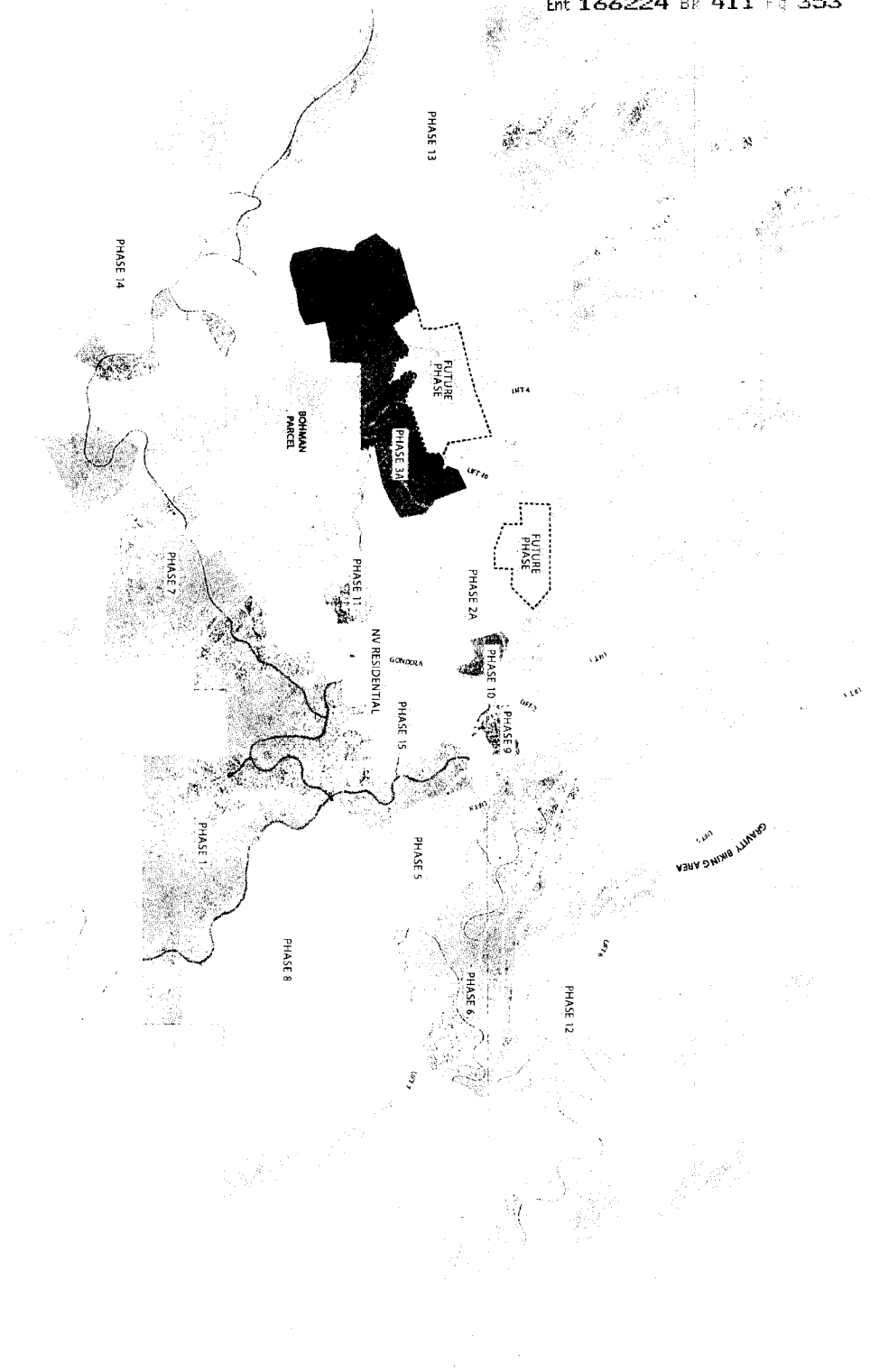
SURVEYED BY
 ANDREW J. PETERSON
 REGISTERED PROFESSIONAL SURVEYOR
 LICENSE NO. 1000
 STATE OF UTAH
 DATE: 07/20/2018

PSOMAS
 1100 South Main Street, Suite 200
 Salt Lake City, UT 84143
 (801) 526-5177 (OFF) (801) 726-5100 (FAX)

May 15, 2024

EXHIBIT "B"
WPR Project Phasing Plan

<https://wprdev.egnyte.com/dl/3vCWdL2lfn>

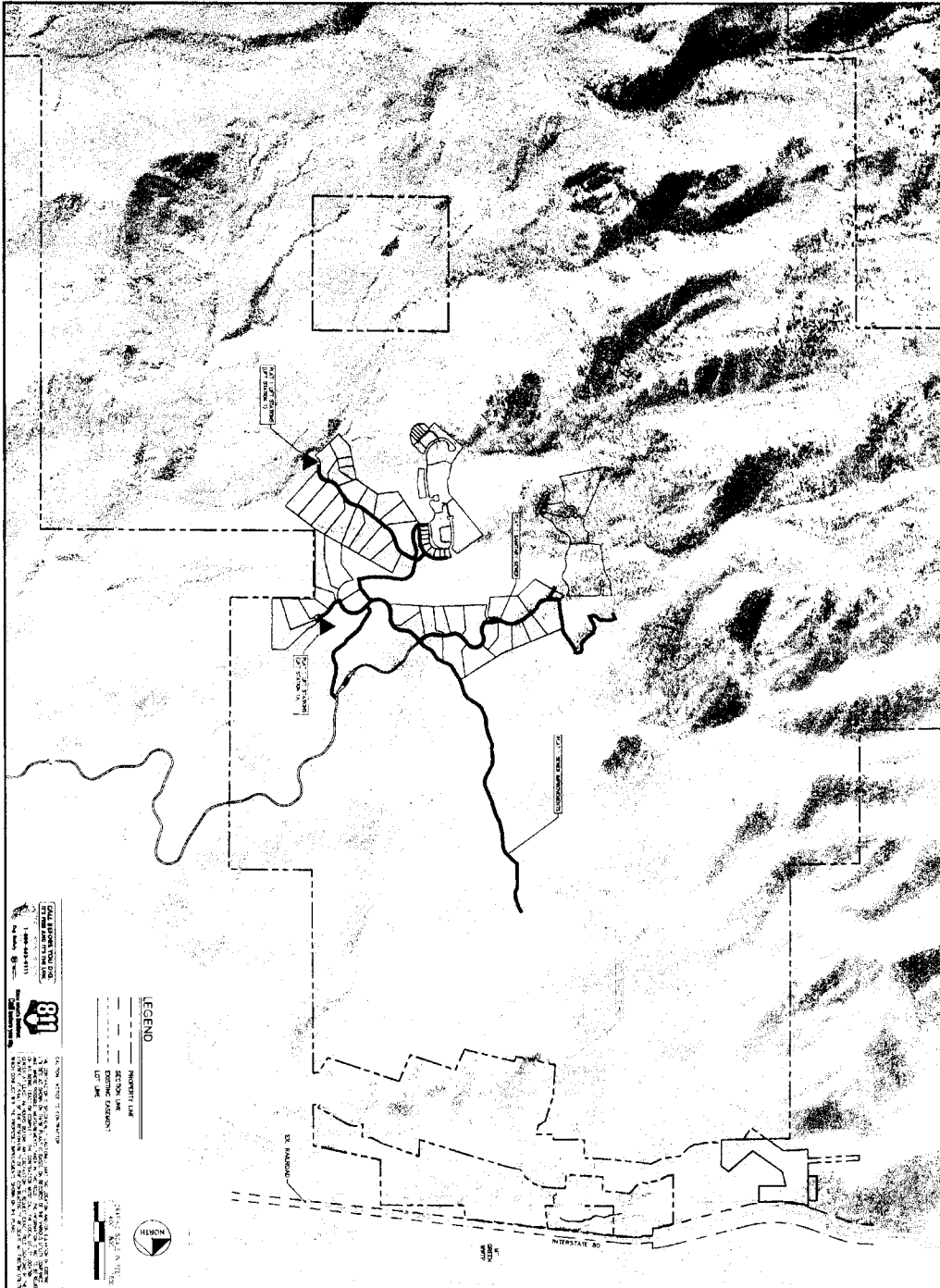


May 15, 2024

EXHIBIT "C"

Depiction of WPRUD Sewer System Components

<https://wprdev.egnyte.com/dl/gb35ZTkish>



THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF KIMLEY-HORN, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN, INC.

LEGEND

	PROPERTY LINE
	SEWER MAIN
	SEWER BRANCH
	INFRASTAR 30
	EXIST. ROADWAY



SHEET NO. SS EX 1 DATE 10/20/2010	DRAWN BY: _____ DESIGNED BY: _____ CHECKED BY: _____ PROJECT No: _____ SCALE: _____	OVERALL SANITARY SEWER WASATCH PEAKS RANCH MORGAN COUNTY, UTAH UTILITY PLAN	216 South State Street, Suite 201 Salt Lake City, UT 84111 Tel: 801-215-2100	AUTH: _____ DRAWN: _____ DATE: _____
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May 15, 2024

EXHIBIT "E"

Summary of Fees

4858-2153-7453, v. 1

4858-2153-7453, v. 1



Summary of Fees

Fee Table Summary	Units	Cost
Monthly service fee per ERU		
Mountain Green Service Area	EA	\$50.00
Wasatch Peaks Service Area	EA	\$156.00
Late Fee (Per annum)	EA	18%
Service Lateral inspection*	EA	\$100.00
Service Lateral re-inspection	EA	\$50.00
Impact Fees:		
See ordinance for details:		
Mountain Green Area	EA	\$11,795.25
Wasatch Peaks Area	EA	\$11,294.91
Will Service Application		
For up to 10 ERU's	EA	\$150.00
\$10 for each additional ERU	EA	
Plus First Year Standby Fee	Below	Below
Standby fee for each ERU each year	EA/YR	\$100.00
Development improvements		
5% as reviewed by construction cost estimate or roughly	As reviewed	5% or
Manhole ~\$2,000	EA	\$2,000.00
8" main ~\$20/LF	LF	\$20.00
Individual Laterals ~\$1,000	EA	\$1,000.00

**Additional fees will be paid to MGSID by a Developer to compensate MGISD for its time, effort and expense for general project coordination and construction inspection of extension or modification of the Public Wastewater System required for the Developer's project. All fees will be paid by Developer prior to Final Project Approval*

*Ordinance 2021-1 Approved by board of Trustees 2021-01-06
Fee schedule amended by Board of Trustees 2023-05-18*