

South Jordan, Utah

July 21, 2026

The City Council (the "Council") of City of South Jordan, Utah (the "City"), met in regular session (including by electronic means) on July 21, 2026, at its regular meeting place in South Jordan, Utah at 6:30 p.m., with the following members of the Council being present:

Dawn R. Ramsey	Mayor
Patrick Harris	Councilmember
Kathie L. Johnson	Councilmember
Donald J. Shelton	Councilmember
Tamara Zander	Councilmember
Jason T. McGuire	Councilmember

Also present:

Dustin Lewis	City Manager
Ryan Loose	City Attorney
Anna Crookston	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this July 21, 2026, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

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

RESOLUTION R2026-13

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF SOUTH JORDAN, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF SO JO MARKETPLACE PUBLIC INFRASTRUCTURE DISTRICT (THE "DISTRICT") AS AN INDEPENDENT DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

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

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

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

WHEREAS, the Council, prior to consideration of this Resolution, held a public hearing on May 5, 2026, to receive input from the public regarding the creation of the District and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, the hearing on the Petition was held at the City of South Jordan Hall in the City Council Chambers because there is no reasonable place to hold a public hearing within the District's boundaries, and the hearing at the City of South Jordan Hall was held as close to the proposed District's boundaries as reasonably possible and as allowed for by the Act; and

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

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

WHEREAS, according to attestations filed with the City, each board member appointed in accordance with the Governing Document (and as nominated in the Petition) is registered to vote at their primary residence and is further eligible to serve as a board member of the District under

Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District's boundaries (as further set forth in the Petition); and

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

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

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

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

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

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

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

4. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the District without further request of the District to the City to provide such service under Section 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under Section 178-1-408, Utah Code Annotated 1953.

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

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

7. The initial members of the Board of Trustees of the District (the "District Board")

are named in the Governing Document as follows:

- (a) Trustee 1 – John Gust, for an initial 6-year term;
- (b) Trustee 2 – Cory Gust, for an initial 4-year term; and
- (c) Trustee 3 – Ryan Button, for an initial 6-year term.

Such terms shall commence on the date of issuance of a Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah.

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

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

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

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

12. This Resolution shall take effect immediately.

(Remainder of page intentionally left blank)

APPROVED AND ADOPTED by the City Council of South Jordan, Utah, this 21st day of July, 2026.

SOUTH JORDAN, UTAH

By: _____
Dawn R. Ramsey, Mayor

ATTEST:

By: _____
Anna Crookston, City Recorder

Approved as to form:

Office of the City Attorney

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

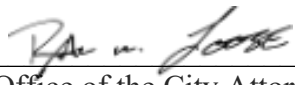
Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

By: _____
Dawn R. Ramsey, Mayor

ATTEST:

By: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Anna Crookston, the undersigned duly qualified and acting City Recorder of City of South Jordan, Utah (the "City"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the "Council"), had and taken at a lawful meeting of the Council on July 21, 2026, commencing at the hour of 6:30 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City,
this _____, 2026.

By: _____
Anna Crookston, City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Anna Crookston, the undersigned City Recorder of City of South Jordan, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on July 21, 2026, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

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

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

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

In addition, the Notice of 2026 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this _____, 2026.

By: _____
Anna Crookston, City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC INFRASTRUCTURE DISTRICT BY SOUTH JORDAN CITY, UTAH

Notice is hereby given that the City of South Jordan City Council (the “Council”) shall hold a public hearing on **Tuesday, May 5, 2026 at 6:30 p.m.** The public hearing is regarding the proposed creation of the So Jo Marketplace Public Infrastructure District (the “Proposed District”) and to allow for public input on (i) whether the requested service (described below) are needed in the area of the Proposed District, (ii) whether the service should be provided by the City or the Proposed District, and (iii) all other matters relating to the Proposed District.

Because consent to the creation of the Proposed District and waiver of the protest period has been obtained from all property owners and registered voters within the boundaries of the Proposed District, pursuant to Utah Code, Section 17D-4-201, the City may adopt a resolution creating the Proposed District immediately after holding the public hearing described herein or on any date thereafter. **Any withdrawal of consent to creation or protest of the creation of the Proposed District by an affected property owner must be submitted to the City prior to the public hearing described herein.**

Meeting Information:

Held By: The City of South City Council
Date and Time: Tuesday, May 5, 2026 at 6:30 p.m.
Location:
South Jordan City Hall – City Council Chambers
1600 W. Towne Center Drive, South Jordan City, UT 84095

To view Council meeting, live, visit the “South Jordan City Council Website”
<https://www.sjc.utah.gov/241/City-Council>

Proposed District Boundaries:

A legal description for the Proposed District is attached as **Appendix A**. In addition, it is anticipated that the Proposed District will be authorized to adjust its boundaries through annexation and withdrawal of properties, so long as such properties are within the proposed inclusion area, as shown on the map attached as **Appendix B** and certain requirements as established in a governing document have been met.

Summary of Proposed Resolution:

The proposed resolution regarding the creation of the Proposed District contains consideration of approval of the following items:

- Creation of the Proposed District with the initial boundaries as described herein
- Approval of the annexation of or withdrawal from the boundaries of the Proposed District of any area within the annexation area without additional approvals or hearings of the City, subject to the conditions of the Governing Document
- Establishment of a Board of Trustees for the Proposed District, comprised as follows:
 - Trustee 1 – John Gust, for an initial 6-year term;
 - Trustee 2 – Cory Gust, for an initial 4-year term;
 - Trustee 3 – Ryan Button, for an initial 6-year term;
- Authorization for execution by the City of a Notice of Boundary Action and Final Entity Plat
- Approval of a Governing Document for the Proposed District:
 - Permitting the Proposed District to issue debt repayable from property taxes, special assessments, tax increment and any other legally available revenues of the Proposed District

Proposed Service:

So Jo Marketplace Public Infrastructure District is proposed to be created for the purpose of financing the construction of public infrastructure relating to the “So Jo Marketplace” development (the “Project”), as permitted under the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953.

APPENDIX A

PROPOSED DISTRICT BOUNDARIES

Legal Description (Initial District Boundaries)

Beginning at a point South 0°02'50" West 1,309.93 feet along the section line and North 89°51'12" West 56.00 feet from the Center of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running; thence Southeasterly 40.83 feet along the arc of a 1,269.00 feet radius curve to the left (center bears North 76°42'18" East and the chord bears South 14°13'00" East 40.83 feet with a central angle of 01°50'37");

thence Southeasterly 124.23 feet along the arc of a 1,274.50 feet radius curve to the left (center bears North 71°07'38" East and the chord bears South 21°39'54" East 124.18 feet with a central angle of 05°35'05") to the Section line;

thence South 00°02'50" West 120.35 feet along the Section line to the North Line of South Jordan Parkway;

thence along the northerly right-of-way line of South Jordan Parkway the following (4) four courses:

(1) South 53°27'06" West 918.63 feet;

(2) Southwesterly 148.39 feet along the arc of a 2,433.00 feet radius curve to the right (center bears North 36°32'55" West and the chord bears South 55°11'55" West 148.37 feet with a central angle of 03°29'41");

(3) North 36°46'04" West 14.00 feet;

(4) South 57°58'15" West 75.52 feet;

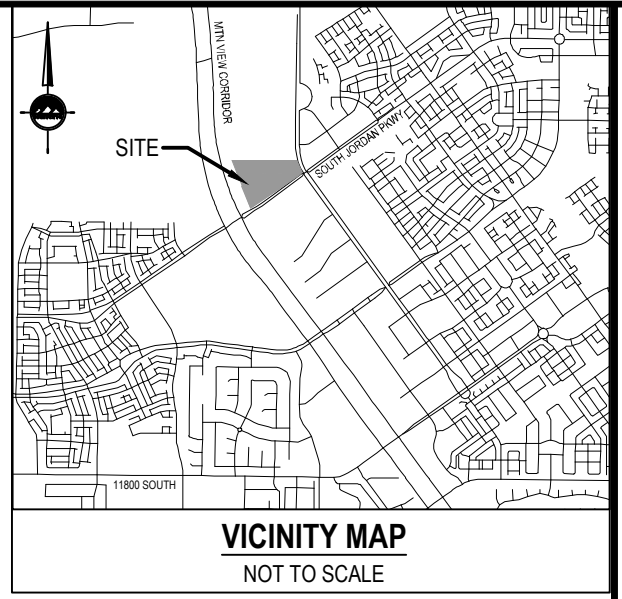
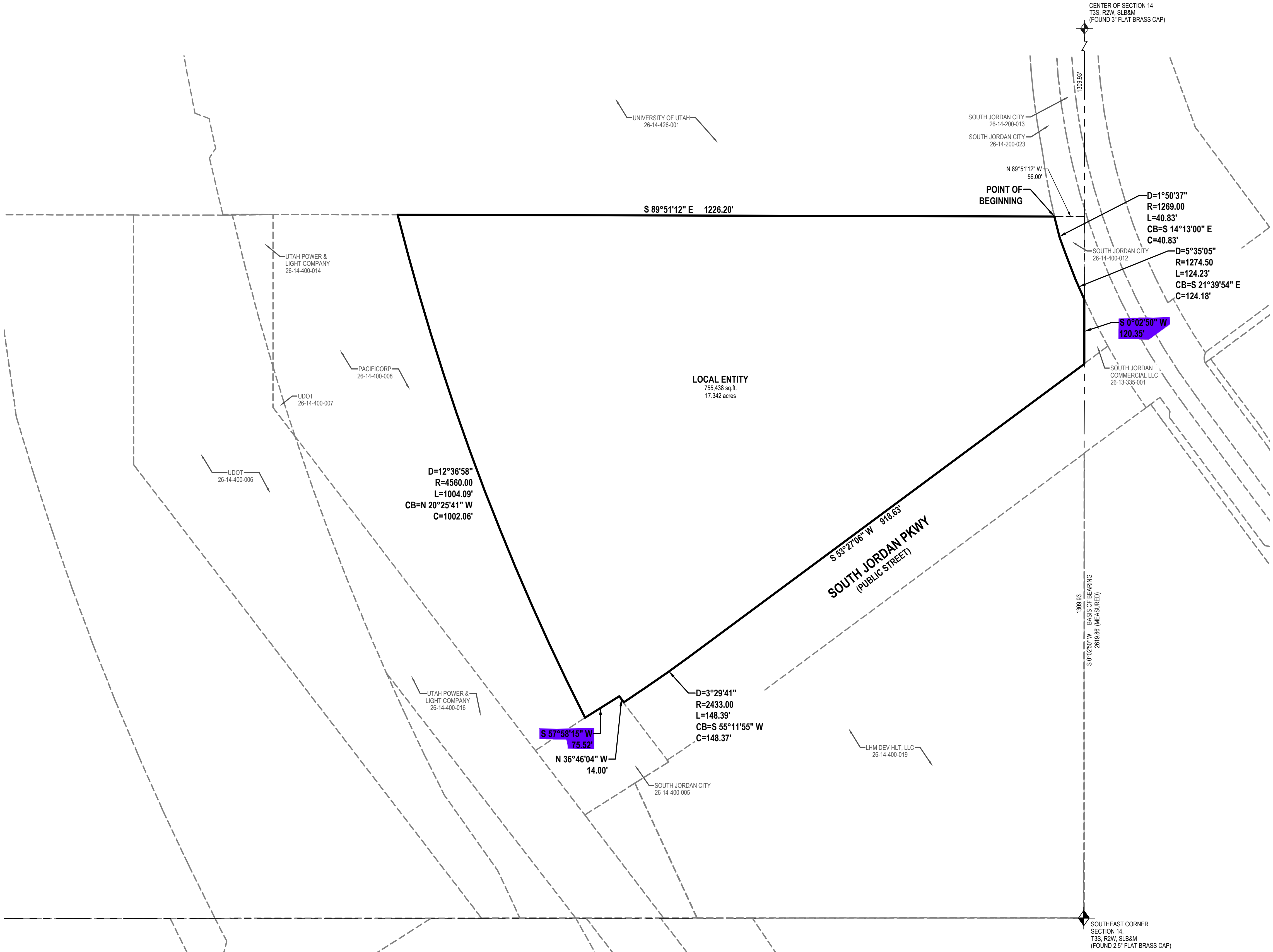
thence Northwesterly 1,004.09 feet along the arc of a 4,560.00 feet radius curve to the right (center bears North 63°15'50" East and the chord bears North 20°25'41" West 1,002.06 feet with a central angle of 12°36'58");

thence South 89°51'12" East 1,226.20 feet to the point of beginning.

Contains 755,438 Square Feet or 17.342 Acres

FINAL LOCAL ENTITY PLAT
SO JO MARKETPLACE PUBLIC INFRASTRUCTURE DISTRICT
OCTOBER 2025

LOCATED WITHIN SOUTHEAST QUARTER OF SECTION 14,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN, SALT LAKE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
I, PATRICK M. HARRIS, a Professional Land Surveyor licensed under Title 58, Chapter 22, Professional Engineers and Land Surveyors Act, holding License No. 286882, do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 of Utah State Code, was made by me, or under my direction, and shown hereon is a true and correct representation of said Final Local Entity Plat. I further certify that by authority of the Owners, I have prepared this plat for the purpose of depicting those properties within the City of South Jordan, Salt Lake County to be annexed into the SO JO MARKETPLACE PUBLIC INFRASTRUCTURE DISTRICT.

BOUNDARY DESCRIPTION
A parcel of land situate in the Southeast Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:
Beginning at a point South 0°02'50" West 1,309.93 feet along the section line and North 89°51'12" West 56.00 feet from the Center of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running;
thence Southeastly 40.83 feet along the arc of a 1,269.00 feet radius curve to the left (center bears North 76°42'18" East and the chord bears South 14°13'00" East 40.83 feet with a central angle of 01°50'37");
thence Southeastly 124.23 feet along the arc of a 1,274.50 feet radius curve to the left (center bears North 71°07'38" East and the chord bears South 21°39'54" East 124.18 feet with a central angle of 05°35'05") to the Section line;
thence South 00°02'50" West 120.35 feet along the Section line to the North Line of South Jordan Parkway;
thence along the northerly right-of-way line of South Jordan Parkway the following (4) four courses:
(1) South 53°27'08" West 918.63 feet;
(2) Southwestly 148.39 feet along the arc of a 2,433.00 feet radius curve to the right (center bears North 36°32'55" West and the chord bears South 55°11'55" West 148.37 feet with a central angle of 03°29'41");
(3) North 36°46'04" West 14.00 feet;
(4) South 57°58'15" West 75.52 feet;
thence Northwestly 1,004.09 feet along the arc of a 4,560.00 feet radius curve to the right (center bears North 63°15'50" East and the chord bears North 20°25'41" West 1,002.06 feet with a central angle of 12°36'58");
thence South 89°51'12" East 1,226.20 feet to the point of beginning.
Contains 755,438 Square Feet or 17.342 Acres



DATE 9/30/2025
PATRICK M. HARRIS
P.L.S. 286882

CITY OF SOUTH JORDAN
APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY OF SOUTH JORDAN.
MAYOR _____ ATTEST: CITY RECORDER _____

SALT LAKE COUNTY SURVEYOR
APPROVED THIS _____ DAY OF _____, 20____, BY THE SALT LAKE COUNTY SURVEYOR. THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HERE BY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO SECTION 17-23-20 OF UTAH STATE CODE.
SALT LAKE COUNTY SURVEYOR _____

**FINAL LOCAL ENTITY PLAT
SO JO MARKETPLACE PUBLIC INFRASTRUCTURE DISTRICT**
LOCATED WITHIN SOUTHEAST QUARTER OF SECTION 14,
TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN, SALT LAKE COUNTY, UTAH

RECORDED # _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF : _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEES _____ DEPUTY SALT LAKE COUNTY RECORDER _____

LEGEND

— BOUNDARY LINE
- - - SECTION LINE
- - - ADJACENT PROPERTY LINE

PID ANNEXATION PARCEL	
PARCEL IDENTIFICATION NUMBER	OWNER(S)
26-14-400-018	LAST HOLDOUT, LLC

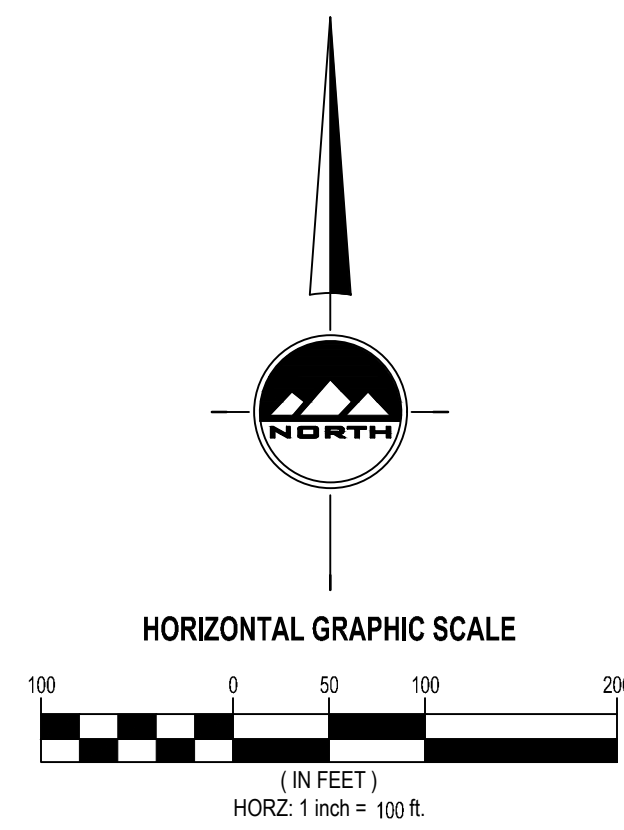
DEVELOPER
ARBOR COMMERCIAL
10610 S. SOUTH JORDAN GATEWAY, STE 110
SOUTH JORDAN, UTAH
PHONE: 801.561.8594

SHEET 1 OF 1
PROJECT NUMBER : 11448
MANAGER : BDM
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 9/30/25

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529
WWW.ENSIGNENG.COM

LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3090
CEAR CITY
Phone: 435.855.1463
RICHFIELD
Phone: 435.896.2993



[Insert July 21 Meeting Notice and Agenda]

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

City of South Jordan AMENDED 2026 Council Study Meetings	City of South Jordan AMENDED 2026 City Council Meetings Start Time 6:30 PM
Tuesday, January 6, 2026 Tuesday, January 20, 2026 Tuesday, February 3, 2026 *CANCELED* Tuesday, February 17, 2026 Tuesday, March 3, 2026 Tuesday, March 17, 2026 *CANCELED* Tuesday, March 31, 2026 *CANCELED* Tuesday, April 7, 2026 Tuesday, May 5, 2026 Tuesday, May 19, 2026 Tuesday, June 2, 2026 *CANCELED* Tuesday, June 16, 2026 Tuesday, July 7, 2026 Tuesday, July 21, 2026 Tuesday, August 4, 2026 Tuesday, August 18, 2026 Tuesday, September 1, 2026 Tuesday, September 15, 2026 Tuesday, October 6, 2026 Tuesday, October 20, 2026 Tuesday, November 17, 2026 Tuesday, December 1, 2026	Tuesday, January 6, 2026 Tuesday, January 20, 2026 *CANCELED* Tuesday, February 3, 2026 Tuesday, February 17, 2026 Tuesday, March 3, 2026 Tuesday, March 17, 2026 *CANCELED* Tuesday, March 31, 2026 *CANCELED* Tuesday, April 7, 2026 Tuesday, May 5, 2026 Tuesday, May 19, 2026 Tuesday, June 2, 2026 Tuesday, June 16, 2026 Tuesday, July 7, 2026 Tuesday, July 21, 2026 Tuesday, August 4, 2026 Tuesday, August 18, 2026 Tuesday, September 1, 2026 Tuesday, September 15, 2026 Tuesday, October 6, 2026 Tuesday, October 20, 2026 Tuesday, November 17, 2026 Tuesday, December 1, 2026

City Council Study Meetings begin at 4:30 p.m. on the first and third Tuesday of each month. The Study meetings are generally held in the City Hall Council Work Room located at 1600 W. Towne Center Drive, South Jordan, Utah.

Regular City Council Meetings begin at 6:30 p.m. on the first and third Tuesday of each month. Meetings are held at South Jordan City Hall in the Council Chambers located at 1600 West Towne Center Drive, South Jordan, Utah.

All meetings are subject to change. Any changes will be noticed as required by law.

South Jordan City
 Anna Crookston, CMC
 City Recorder
acrookston@sjc.utah.gov

Cindy Valdez, CMC
 Deputy Recorder
cvaldez@sjc.utah.gov

Ambra Holland
 Deputy Recorder
aholland@sjc.utah.gov

EXHIBIT B

GOVERNING DOCUMENT

**GOVERNING DOCUMENT
FOR
SO JO MARKETPLACE PUBLIC INFRASTRUCTURE DISTRICT
CITY OF SOUTH JORDAN, UTAH**

July 21, 2026

**Prepared By:
Snow Jensen & Reece, P.C.
St. George, Utah**

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EXHIBIT A	Legal Descriptions
EXHIBIT B	City of South Jordan Vicinity Map
EXHIBIT C	Initial District Boundary Map

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of this Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services as such maintenance will be the responsibility of the entity to which such Public Improvements are dedicated in accordance with the Approved Development Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

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

The City's objective in approving this Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial properties, and/or repaid by tax increment revenues or Assessments. Debt which is issued within these parameters, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Although the District has authority to directly provide public improvements, the District also has the authority to pledge tax revenues to an interlocal entity that provides public improvements.

It is the intent of the District to dissolve upon completion of the Public Improvements and payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt.

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

II. DEFINITIONS

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

Annexation Area Boundaries: means the boundaries of the area approved by the City for annexation into or withdrawal from the District upon the meeting of certain requirements, which Annexation Area Boundaries are the same as the Initial District Boundaries described in **Exhibit A** and depicted in **Exhibit B** hereto.

Annexation Area Boundary Map: means the Initial District Boundary Map, describing the property proposed for annexation within the District, which is the same as the Initial District Boundaries described in **Exhibit A** and depicted in **Exhibit B** hereto.

Approved Development Plan: means a site plan and development agreement identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

Assessment: means (i) the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property or (2) an assessment by a District levied on private property within such District to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

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

Board: means the board of trustees of the District.

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

City: means City of South Jordan, Utah.

City Code: means the City Code of City of South Jordan, Utah.

City Council: means the City Council of City of South Jordan, Utah.

C-PACE Act: means title 11, Chapter 42a of the Utah Code, as amended from time to time.

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

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

District: means the So Jo Marketplace Public Infrastructure District.

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

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

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a commercial property owner or commercial tenant is an End User. The business entity that constructs commercial structures is not an End User.

Fees: means any fee imposed by the District.

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

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

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

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

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map and as more particularly described in **Exhibit A**.

Initial District Boundary Map: means the map attached hereto as **Exhibit B**, describing the District's initial boundaries.

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

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

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District.

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

Project: means the development or property commonly referred to as the SO JO Marketplace.

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

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board, and includes Public Infrastructure and Improvements as defined in the PID Act. Public Improvements specifically may include water rights acquired by a District for the benefit of the City or other public entity.

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

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

State: means the State of Utah.

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

Trustee: means a member of the Board.

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

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 17.34 acres and the Annexation Area includes approximately 17.34 acres, which includes the entirety of the Initial District Boundaries. A legal description of the Initial District Boundaries (which are also the Annexation Area Boundaries) is attached hereto as **Exhibit A**. A map of the Initial District Boundaries (which are also the Annexation Area Boundaries) is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of approximately 17.34 acres of mostly undeveloped land. The current assessed valuation at build out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of units or the total site/floor area of commercial buildings identified in this Governing Document or any of the exhibits attached thereto.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Governing Document Amendment.

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

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public or private entity, utility, or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code and PID Act. The District shall be authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity.

2. Improvements Limitation. Notwithstanding the foregoing, the District shall not be authorized to finance the costs of any improvements or facilities which are to be ultimately owned by the District.

3. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will require developers to obtain the City's approval of civil engineering plans and to obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire completed or partially completed improvements for fair market value as reasonably determined by a surveyor or engineer that such District employs or engages, consistent with applicable provisions of the PID Act.

5. Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

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

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

6. Annexation.

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

(b) Any annexation shall be in accordance with the requirements of the PID Act.

(c)

(d) Annexation of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating

fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

8. Total Debt Issuance Limitation. There the District may not issue debt in excess of five million dollars (\$5,000,000) of Net Proceeds. Notwithstanding the foregoing, the District shall not be permitted to issue Debt, other than refunding prior issuances of Debt, after December 31, 2035.

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

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

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

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

10. Governing Document Amendment Requirement. This Governing Document has been designed with sufficient flexibility to enable the District to provide required improvements and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-9 above or in VIII.B-G. shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the City Council and the District Board approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public

Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan.

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

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of three (3) Trustees. The initial trustees shall be the individuals named in the following paragraph, pursuant to the PID Act. All Trustees shall be at large seats. Trustee terms shall be staggered with initial terms as follows: Trustees 1 and 3 shall serve an initial term of six (6) years, and Trustee 2 shall serve an initial term of four (4) years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Initial Trustees. The following individuals are named as the initial Trustees:

1. Trustee 1 – John Gust, for an initial 6-year term;
2. Trustee 2 – Cory Gust, for an initial 4-year term; and
3. Trustee 3 – Ryan Button, for an initial 6-year term.

C. Transition to Elected Board. Because there are not anticipated to be any residents within the District, the Board shall continue to be appointed and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District.

D. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the Board pursuant to 17D-4-202(1) of the PID Act. As there are not anticipated to be any residents within the District, the Board shall continue to be appointed by the Board pursuant to Section 17D-4-202(1)(b) of the PID Act, and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least one-third of the taxable value of the property within such District shall be entitled to nominate one trustee seat for each one-third value (provided that the Board retains reasonable discretion to reject any nominee and request a new nominee from such property owner). In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act.

E. Vacancy. Any vacancy on a Board shall be filled pursuant to the PID Act and Special District Act. Pursuant to 17D-4-202(1)(b), the Board may appoint an individual to the Board so long as the individual meets the requirements to serve on a public infrastructure district board as set forth in the PID Act.

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

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

VII. REGIONAL IMPROVEMENTS

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

VIII. FINANCIAL PLAN

A. General.

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

B. Maximum Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed fifteen percent (15%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy; No Conversion to General Obligation Debt.

(a) The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt and administrative expenses of the District shall be 0.006 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(13), Utah Code.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

(c) Notwithstanding Section 17D-4-301(3)(d), Utah Code, the District may not convert Limited Tax Debt to General Obligation Debt.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds (including any refunding bonds relating to such bond) after a period exceeding Forty (40) years from the first date of imposition of the mill levy for such bond (the “Maximum Debt Mill Levy Imposition Term”).

E. Acknowledgment of Assessments.

In the event a developer or other initial seller of property within the District intends to pass on Assessments to a purchaser of such property, the Developer shall obtain, or cause the seller to obtain, a signed acknowledgement of such purchaser stating the amount of Assessments being passed on. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

F. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law, including tax increment revenues (if any). At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, tax increment revenues, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, tax increment revenues, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

G. Debt Instrument Disclosure Requirement.

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

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

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

H. Security for Debt.

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

I. District's Operating Costs.

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

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

J. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the District shall use competent and nationally recognized bond and disclosure counsel and Municipal Advisor with respect to Bonds to ensure proper issuance and compliance with this Governing Document. Nothing in this section shall be construed to require the District to retain counsel or a Municipal Advisor unless expressly required by this Governing Document or the Utah Code.

IX. ANNUAL REPORT

Notwithstanding Section 17D-4-205 of the PID Act, the District shall not be required to submit any annual reports to the City.

X. DISSOLUTION

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

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Salt Lake County, Utah. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, and (c) state that the District may finance and repay infrastructure

and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (e) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

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

- (1) All of the information in the first paragraph of this article above.
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$600** for the duration of the District’s Bonds.”
- (3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

XII. ENFORCEMENT

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

EXHIBIT A

Legal Description of the Initial District Boundaries and Annexation Area

Initial District Boundaries

NORTH PARCEL:

A parcel of land situate in the Southeast Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point South $0^{\circ}02'50''$ West 1309.93 feet along the Section Line and North $89^{\circ}51'12''$ West 56.00 feet from the Center of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running; thence Southerly 40.83 feet along the arc of a 1,269.00 feet radius curve to the left (center bears North $76^{\circ}42'18''$ East and the chord bears South $14^{\circ}13'00''$ East 40.83 feet with a central angle of $01^{\circ}50'37''$); thence Southerly 124.23 feet along the arc of a 1,274.50 feet radius curve to the left (center bears North $71^{\circ}07'38''$ East and the chord bears South $21^{\circ}39'54''$ East 124.18 feet with a central angle of $05^{\circ}35'05''$) to the Section line; thence South $00^{\circ}02'50''$ West 120.35 feet along the Section line to the North Line of South Jordan Parkway; thence along the North Line of South Jordan Parkway the following (4) four courses: (1) South $53^{\circ}27'06''$ West 918.63 feet along the North Line of South Jordan Parkway; (2) Southwesterly 148.39 feet along the arc of a 2,433.00 feet radius curve to the right (center bears North $36^{\circ}32'55''$ West and the chord bears South $55^{\circ}11'55''$ West 148.37 feet with a central angle of $03^{\circ}29'41''$); (3) North $36^{\circ}46'04''$ West 14.00 feet; (4) South $57^{\circ}58'15''$ West 75.52 feet; thence Northerly 1,004.09 feet along the arc of a 4,560.00 feet radius curve to the right (center bears North $63^{\circ}15'50''$ East and the chord bears North $20^{\circ}25'41''$ West 1,002.06 feet with a central angle of $12^{\circ}36'58''$); thence South $89^{\circ}51'12''$ East 1,226.20 feet to the Point of Beginning.

Contains 755,438 square feet or 17.342 acres.

Annexation Area

A parcel of land situate in the Southeast Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point South $0^{\circ}02'50''$ West 1309.93 feet along the Section Line and North $89^{\circ}51'12''$ West 56.00 feet from the Center of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running; thence Southerly 40.83 feet along the arc of a 1,269.00 feet radius curve to the left (center bears North $76^{\circ}42'18''$ East and the chord bears South $14^{\circ}13'00''$ East 40.83 feet with a central angle of $01^{\circ}50'37''$); thence Southerly 124.23 feet along the arc of a 1,274.50 feet radius curve to the left (center bears North $71^{\circ}07'38''$ East and the chord bears South $21^{\circ}39'54''$ East 124.18 feet with a central angle of $05^{\circ}35'05''$) to the Section line; thence South $00^{\circ}02'50''$ West 120.35 feet along the Section line to the North Line of South Jordan Parkway; thence along the North Line of South Jordan Parkway the following (4) four courses: (1) South $53^{\circ}27'06''$ West 918.63 feet along the North Line of South Jordan Parkway; (2) Southwesterly 148.39 feet along the arc of a 2,433.00 feet radius curve to the right (center bears North $36^{\circ}32'55''$ West and the chord bears South $55^{\circ}11'55''$ West 148.37 feet with a central

angle of $03^{\circ}29'41''$); (3) North $36^{\circ}46'04''$ West 14.00 feet; (4) South $57^{\circ}58'15''$ West 75.52 feet; thence Northerly 1,004.09 feet along the arc of a 4,560.00 feet radius curve to the right (center bears North $63^{\circ}15'50''$ East and the chord bears North $20^{\circ}25'41''$ West 1,002.06 feet with a central angle of $12^{\circ}36'58''$); thence South $89^{\circ}51'12''$ East 1,226.20 feet to the Point of Beginning.

Contains 755,438 square feet or 17.342 acres.

EXHIBIT B

City of South Jordan Vicinity Map

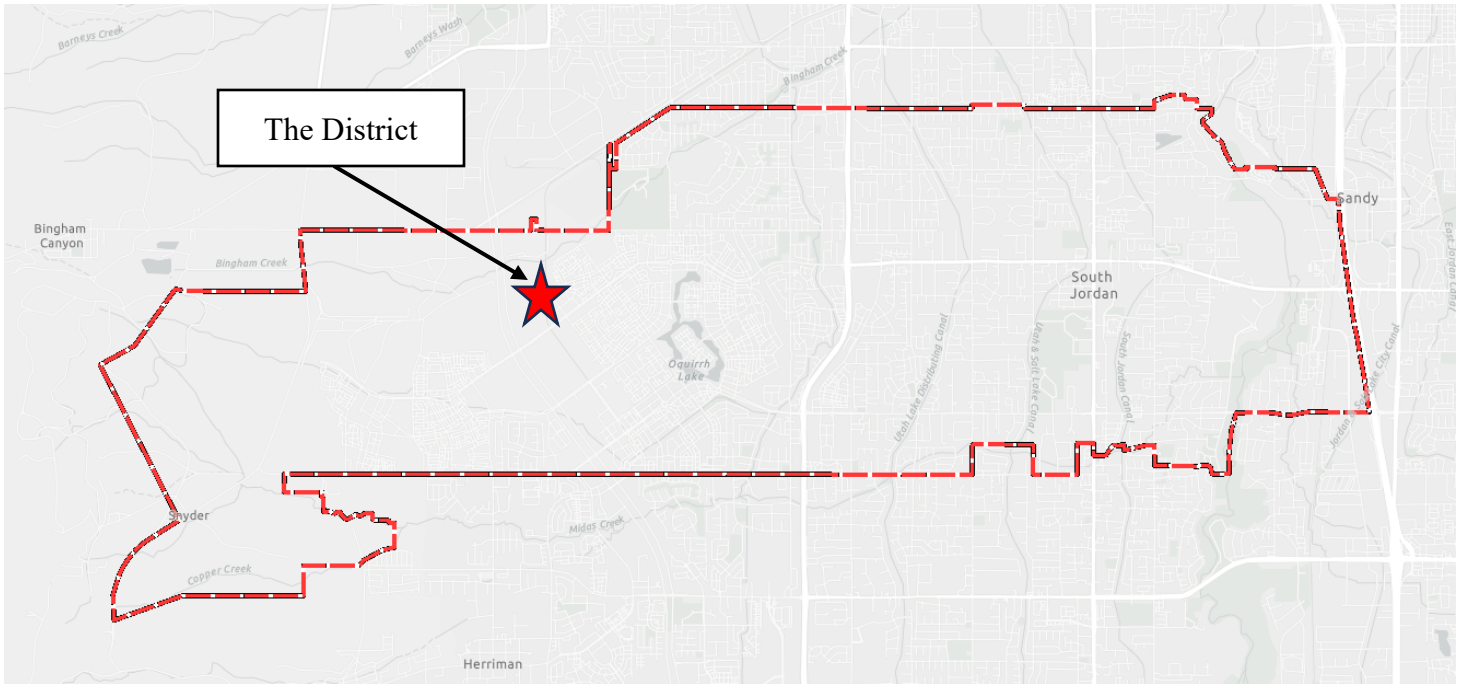


EXHIBIT C

Initial District and Annexation Area Boundary Map

Initial District Boundaries and Annexation Area Boundaries:

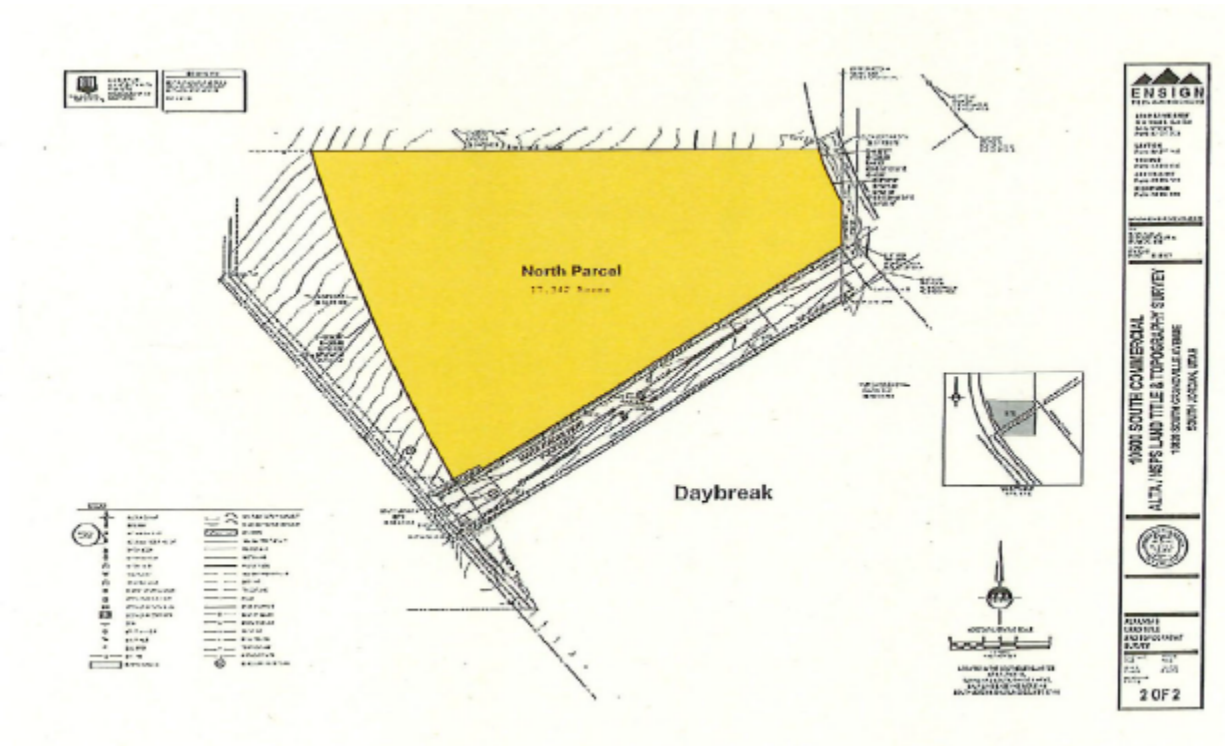


EXHIBIT D

Approved Development Plan

South Jordan - Commercial Development Costs

[illegible]

SO JO

MARKETPLACE

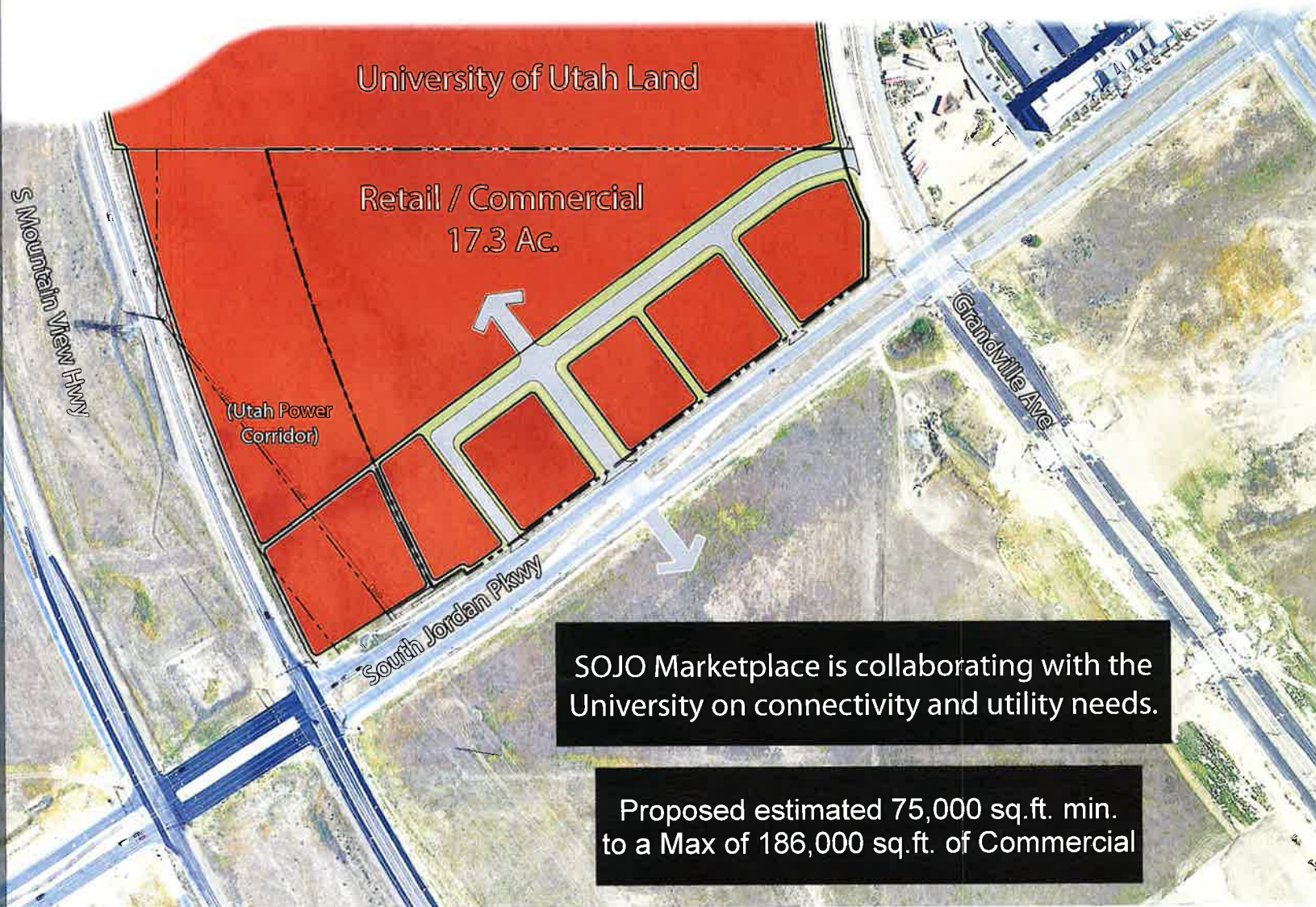


EXHIBIT C

NOTICE OF IMPENDING BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

(So Jo Marketplace Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of South Jordan, Utah (the "Council"), acting in its capacity as the creating entity for So Jo Marketplace Public Infrastructure District (the "**District**"), at a regular meeting of the Council, duly convened pursuant to notice, on July 21, 2026, adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as **APPENDIX "A"** hereto and incorporated by this reference herein (the "**Creation Resolution**").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-73-507, approved as a final local entity plat by the Surveyor of Salt Lake County, Utah, is attached as **APPENDIX "B"** hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §§17B-1-215 and 17D-4-201.

DATED this ____ day of _____, 2026.

**CITY COUNCIL OF SOUTH JORDAN UTAH,
acting in its capacity as the creating authority for
SO JO MARKETPLACE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
AUTHORIZED REPRESENTATIVE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this ____ day of _____, 2026.

City Recorder

APPENDIX “A”

CREATION RESOLUTION

(See following pages)

(Exhibit intentionally omitted to avoid duplication)

APPENDIX "B"

INITIAL DISTRICT BOUNDARY LEGAL DESCRIPTION AND FINAL LOCAL ENTITY PLAT

LEGAL DESCRIPTION:

Beginning at a point South 0°02'50" West 1,309.93 feet along the section line and North 89°51'12" West 56.00 feet from the Center of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running; thence Southeasterly 40.83 feet along the arc of a 1,269.00 feet radius curve to the left (center bears North 76°42'18" East and the chord bears South 14°13'00" East 40.83 feet with a central angle of 01°50'37");

thence Southeasterly 124.23 feet along the arc of a 1,274.50 feet radius curve to the left (center bears North 71°07'38" East and the chord bears South 21°39'54" East 124.18 feet with a central angle of 05°35'05") to the Section line;

thence South 00°02'50" West 120.35 feet along the Section line to the North Line of South Jordan Parkway;

thence along the northerly right-of-way line of South Jordan Parkway the following (4) four courses:

(1) South 53°27'06" West 918.63 feet;

(2) Southwesterly 148.39 feet along the arc of a 2,433.00 feet radius curve to the right (center bears North 36°32'55" West and the chord bears South 55°11'55" West 148.37 feet with a central angle of 03°29'41");

(3) North 36°46'04" West 14.00 feet;

(4) South 57°58'15" West 75.52 feet;

thence Northwesterly 1,004.09 feet along the arc of a 4,560.00 feet radius curve to the right (center bears North 63°15'50" East and the chord bears North 20°25'41" West 1,002.06 feet with a central angle of 12°36'58");

thence South 89°51'12" East 1,226.20 feet to the point of beginning.

Contains 755,438 Square Feet or 17.342 Acres

FINAL LOCAL ENTITY PLAT:

