RESOLUTION NO. 26-567

A RESOLUTION OF THE TOWN COUNCIL (THE "COUNCIL") OF THE TOWN OF BRIAN HEAD, UTAH (THE "TOWN") ESTABLISHING THE TERMS AND CONDITIONS OF THE ISSUANCE OF THE TOWN'S NOT TO EXCEED $777,273 SPECIAL ASSESSMENT BONDS, SERIES 2026 (UNIT 3 ASSESSMENT AREA) (THE "BONDS"); AUTHORIZING THE EXECUTION BY THE TOWN OF A MASTER RESOLUTION, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Town Council (the "Council") of the Town of Brian Head, Utah (the "Town"), pursuant to the Designation Resolution (as defined below) has designated an assessment area to be known as the "Brian Head Unit 3 Assessment Area" (the "Assessment Area") for the purpose of financing the costs of publicly owned infrastructure, facilities or systems, along with other necessary miscellaneous improvements (collectively, the "Improvements"), including administrative and overhead costs, and the costs of funding a bond funded reserve fund pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act"); and

WHEREAS, the Council previously adopted Resolution No. 25-562 on December 9, 2025, pursuant to which the Council designated the Assessment Area (the "Designation Resolution"); and

WHEREAS, on March 10, 2026, the Council adopted an Assessment Ordinance with regard to the Assessment Area and subsequently recorded a Notice of Assessment Interest with the Recorder of Iron County, Utah; and

WHEREAS, in order to finance the Improvements, the Council desires to issue its not to exceed $777,273 Special Assessment Bonds, Series 2026 (Unit 3 Assessment Area) (the "Bonds") pursuant to a Master Resolution in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B (the "Master Resolution"); and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "BPA"), in substantially the form attached hereto as Exhibit C, to be entered into between the Town and the purchaser of the Bonds (the "Purchaser"); and

WHEREAS, in order to allow the Town flexibility in confirming the terms of the Bonds and the Master Resolution, the Council desires to grant to the Mayor or the Town Manager (each a "Designated Officer" and together, the "Designated Officers") the authority to select a Purchaser, approve the final Master Resolution and any additional documents, as needed, and any changes with respect thereto from the form which was before the Council at the time of adoption of this Resolution, and the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such changes and terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Brian Head, Utah, as follows:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings when used in the body of this Resolution.

Section 2. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by the officers of the Town directed toward the execution and delivery of the Bonds and Master Resolution are hereby ratified, approved, and confirmed.

Section 3. The Master Resolution in substantially the form attached hereto as Exhibit B, and the BPA in substantially the form attached hereto as Exhibit C, are in all respects hereby authorized and approved, and a Designated Officer and Town Clerk are hereby authorized and directed to execute and deliver the same on behalf of the Town with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized herein.

Section 4. The Designated Officers are hereby authorized to select a Purchaser, specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the Town, provided that such terms are within the Parameters set by this Resolution.

Section 5. The Town hereby authorizes the issuance of the Bonds in the aggregate principal amount of not to exceed $777,273. The Bonds shall bear interest, shall be dated, shall be issued as fully registered bonds, and shall mature as provided in the Master Resolution, provided that the Bonds shall mature in not more than eleven (11) years from the date of the adoption of this Resolution, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and shall bear interest at a rate or rates not to exceed seven percent (7%) per annum, as shall be approved by a Designated Officer, all within the Parameters set forth herein.

Section 6. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Mayor and Town Clerk are hereby authorized and directed to execute and seal the Bonds and to deliver said Bonds to the Purchaser. The signatures of the Mayor and Town Clerk may be by facsimile or manual execution.

Section 7. The Designated Officers or other appropriate officials of the Town are hereby authorized and directed to authenticate and deliver the Bonds in accordance with the provisions of the Master Resolution.

Section 8. The Designated Officers or other appropriate officials of the Town are authorized to make any alterations, changes or additions to the Master Resolution, the BPA, the Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), 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.

Section 9. Upon their issuance, the Bonds will constitute special limited obligations of the Town payable solely from and to the extent of the sources set forth in the Bonds and the Master Resolution. No provision of this Resolution, the Master Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of Town, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Town.

Section 10. After the Bonds are delivered to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution and this Resolution.

Section 11. The Designated Officers or other appropriate officials of the Town, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Town any or all additional certificates, documents and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 12. It is hereby declared that all parts of this Resolution are severable, and if any section, clause, or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this Resolution.

Section 13. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation, or part thereof heretofore repealed.

Section 14. The Town hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Improvements. The Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Improvements are placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Improvements is not expected to exceed $777,273.

Section 15. This Resolution shall take effect immediately upon its approval and adoption.

PASSED AND APPROVED this April 28, 2026.

By:______________________________
Clayton Calloway, Mayor

ATTEST:

By:______________________________
Nancy Leigh, Town Clerk

BRIAN HEAD TOWN * A MUNICIPAL CORPORATION *
THE GREAT SEAL OF THE STATE OF UTAH 1896

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Pursuant to motion duly made and seconded, the meeting was adjourned.

By: ______________________________
Clayton Calloway, Mayor

ATTEST:

By: ______________________________
Nancy Leigh, Town Clerk

STATE OF UTAH)
: ss.
COUNTY OF IRON)

I, Nancy Leigh, the duly chosen, qualified, and acting Town Clerk of the Town of Brian Head, Utah (the "Town"), do hereby certify that the above and foregoing is a full, true and correct copy of the record of proceedings had by the Town Council at its meeting held on April 28, 2026, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this April 28, 2026.

(SEAL)

By: Nancy Leigh
Nancy Leigh, Town Clerk

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Nancy Leigh, the undersigned Town Clerk of the Town of Brian Head, Utah (the "Town"), do hereby certify, according to the records of the Town Council (the "Council") in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the April 28, 2026 public meeting held by the Council as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Town 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) By causing a copy of such Notice to be posted 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) By causing a copy of such Notice to be posted on the Town'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 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 Town's official website, and (c) in a public location within the Town that is reasonably likely to be seen by residents of the Town.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 28, 2026.

(SEAL)

By: Nancy Leigh
Nancy Leigh, Town Clerk

<u>SCHEDULE 1</u>

NOTICE OF MEETING AND AGENDA

BRIAN HEAD

The Regular Meeting of the
Brian Head Town Council
Brian Head Town Hall – Council Chambers
56 North Highway 143 – Brian Head, UT 84719
www.Zoom.us (Click Here)
Via Zoom Meeting ID# 858 6805 5520

TUESDAY, APRIL 28, 2026 @ 1:00 PM

AGENDA

A. **CALL TO ORDER**

B. **PLEDGE ALLEGIANCE**

C. **DISCLOSURES**

D. **APPROVAL OF THE MINUTES:**
March 24, 2026, Town Council Minutes
April 14, 2026, Town Council Budget Session

E. **REPORTS / PUBLIC INPUT ON NON-AGENDA ITEMS.** Public input is limited to three (3) minutes on non-agenda items.

F. **AGENDA ITEMS**

1. **LAND MANAGEMENT CODE AMENDMENT, CHP. 7-13 ASPEN MEADOWS MOUNTAIN ZONE AMENDMENT.** Greg Sant, Planning & Building Administrator. The Council will consider an ordinance amending the LMC, Chp. 7-13 Aspen Meadows Mountain Zone .

2. **GENERAL PLAN LAND USE MAP AMENDMENT FOR ASPEN MEADOWS MOUNTAIN ZONE.** The Council will consider an ordinance amending the General Plan Land Use Map Amending from Annex Transition to Aspen Meadows Mountain Zone.

3. **ZONE DISTRICT MAP AMENDMENT FOR ASPEN MEADOWS MOUNTAIN ZONE.** Greg Sant, Planning & Building Administrator. The Council will consider an ordinance amending the Land Management Code, Chpt. 6, Zone District Map from Annexed Transition to Aspen Meadows Mountain Zone. .

4. **BLUE JAY WAY ROAD DEDICATION ORDINANCE.** Greg Sant, Planning & Building Administrator. The Council will consider an ordinance dedicating a portion of Blue Jay Way.

5. **CONSIDERATION FOR ADOPTION OF A RESOLUTION ESTABLISHING THE TERMS AND CONDITIONS OF THE ISSUANCE OF THE TOWN'S NOT TO EXCEED $777,273 SPECIAL ASSESSMENT BONDS, SERIES 2026 (UNIT 3 ASSESSMENT AREA); AUTHORIZING THE EXECUTION BY THE TOWN OF A MASTER RESOLUTION, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS..** Bret Howser, Town Manager. The Council will consider a resolution to authorize the sale of the bonds for the Brian Head Unit 3 Special Assessment Area.

6. **CONSIDERATION FOR ADOPTION OF A RESOLUTION ESTABLISHING THE TERMS AND CONDITIONS OF THE ISSUANCE OF THE TOWN'S NOT TO EXCEED $323,437 SPECIAL ASSESSMENT BONDS, SERIES 2026 (SPECIAL TAX ASSESSMENT AREA NO. 2024-02 (ELK DRIVE)); AUTHORIZING THE EXECUTION BY THE TOWN OF A MASTER RESOLUTION, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.** Bret Howser, Town Manager. The Council will consider a resolution to authorize the sale of the bonds for the Elk Drive Special Assessment Area

7. **OLYMPIC COURT / SALT PILE DRIVE GRAVEL ROAD IMPROVEMENT SPECIAL ASSESSMENT AREA PETITION.** Bret Howser, Town Manager. The Council will consider a petition for a Special Assessment Area for gravel road improvements for Olympic Court/Salt Pile Drive.

8. **FUTURE AGENDA ITEMS.** Discussion on potential items for future Council agendas.

G. ADJOURNMENT

Date: April 24, 2026

Available to Board Members as per Ordinance No. 11-003 authorizes public bodies, including the Town, to establish written procedures governing the calling and holding of electronic meetings at which one or more members of the public board may participate by means of electronic communications. In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda on the Brian Head Town website, Utah Public Meeting website, and at the Town Hall according to Utah Code Annotated §63A-20-102 and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.

Nancy Leigh, Town Clerk

<u>SCHEDULE 2</u>

ANNUAL MEETING SCHEDULE

BRIAN HEAD

2026

BRIAN HEAD TOWN COUNCIL

MEETING SCHEDULE

LOCATION:

BRIAN HEAD TOWN HALL - COUNCIL CHAMBERS
56 NORTH HIGHWAY 143, BRIAN HEAD, UT 84719

TIME:

ALL MEETINGS ARE SCHEDULED TO BEGIN AT 1:00 P.M. (MST) OR SHORTLY THEREAFTER UNLESS OTHERWISE NOTICED.

DATES:

ALL MEETINGS ARE SCHEDULED FOR THE 2ND & 4TH TUESDAY OF EACH MONTH ON THE FOLLOWING DATES:

January	13th & 17th	July	14th & 28th
February	10th & 24th	August	11th & 25th
March	10th & 27th	September	8th & 22nd
April	14th & 28th	October	13th & 27th
May	12th & 26th	November	10th
June	9th & 23rd	December	8th

THERE WILL BE ONE COUNCIL MEETING SCHEDULED FOR THE MONTH OF NOVEMBER AND DECEMBER 2026 ON THE 2ND TUESDAY OF THESE MONTHS, UNLESS OTHERWISE NOTICED.

THE MEETINGS OF THE BRIAN HEAD REDEVELOPMENT AGENCY, BRIAN HEAD SPECIAL SERVICE DISTRICT, AND THE BRIAN HEAD MUNICIPAL BUILDING AUTHORITY WILL BE HELD WHEN NEEDED AND WILL BE POSTED ACCORDINGLY.

For Meeting Packets and more information visit brianheadtown.utah.gov

Dated this 9th day of January 2026

In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call the Brian Head Town Hall @ 435-677-2029 giving at least three (3) days notice prior to the meeting.

CERTIFICATE OF POSTING

I hereby certify that on January 9, 2026, I posted copies of this 2025 Meeting Schedule in three public and conspicuous places within the Town limits of Brian Head, to wit: Town Hall, Post Office, and The Mall and have caused a copy of this notice to be delivered to the Daily Spectrum and have posted it on the Utah Public Meeting Notice Website.

Nancy Leigh, Town Clerk

EXHIBIT B

FORM OF MASTER RESOLUTION

MASTER RESOLUTION

OF

TOWN OF BRIAN HEAD, UTAH, AS ISSUER

Dated as of May 1, 2026

Authorizing the issuance and sale of
$773,000
Special Assessment Bonds, Series 2026A
(Unit 3 Assessment Area)

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MASTER RESOLUTION

WHEREAS, on August 26, 2025, the Town Council (the "Council") of the Issuer adopted a resolution (the "Intention Resolution") declaring the intention of the Issuer to designate an assessment area to finance the costs of certain water system improvements, road improvements, and other necessary miscellaneous improvements in the Brian Head Unit 3, Blk A Subdivision, Iron County, Utah (collectively, the "Improvements"); and

WHEREAS, on December 9, 2025, the Council adopted a resolution (the "Designation Resolution") designating an assessment area known as the Brian Head Unit 3 Assessment Area (the "Assessment Area"); and

WHEREAS, on March 10, 2026, the Council adopted an assessment ordinance for the Assessment Area (the "Assessment Ordinance") levying assessments against properties benefited by the Improvements; and

WHEREAS, the Assessment Ordinance was posted in accordance with the requirements of the laws of the State of Utah (the "State"); and

WHEREAS, the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act"), provides that a local entity may issue assessment bonds to finance improvements within an assessment area; and

WHEREAS, State Bank of Southern Utah (the "Purchaser") has offered to purchase the Bonds (defined below) at par in the total principal amount of $773,000; and

WHEREAS, the Council now desires to accept the offer of the Purchaser and to confirm the sale of the Special Assessment Bonds, Series 2026A (Unit 3 Assessment Area) (the "Bonds") to the Purchaser to finance the costs of the Improvements by issuing the Bonds in the total principal amount of $773,000; and

WHEREAS, the Bonds shall be payable solely from (a) certain funds on deposit herein, and (b) the levy of assessments against the properties benefited by the Improvements, and shall not constitute or give rise to a general obligation or general liability of the Issuer, or any other political subdivision of the State, or constitute a charge against the general credit or taxing powers of the Issuer; and

WHEREAS, the Council hereby determines that it is reasonable, necessary, and prudent at this time to issue the Bonds as provided herein.

NOW, THEREFORE, Be It Resolved by the Town Council of the Town of Brian Head, Utah, as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Master Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

"Act" means the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended.

"Administrative Costs Account" means the Administrative Costs Account established within the Bond Fund pursuant to Section 4.2 herein.

"Assessment Area" means the Brian Head Unit 3 Assessment Area, as designated in the Designation Resolution and as may be amended from time to time in accordance with this Master Resolution, the Designation Resolution and the Assessment Ordinance.

"Assessment Fund" means the Brian Head Unit 3 Assessment Area Assessment Fund created in Section 4.1 hereof to be held and administered by the Issuer.

"Assessment Ordinance" means the assessment ordinance adopted by the Issuer on March 10, 2026, levying assessments against benefited properties within the Assessment Area, as amended from time to time.

"Assessment Prepayment" means an amount received by the Issuer constituting the full prepayment of Assessments due with respect to any property, in accordance with the provisions of the Assessment Ordinance. Assessments may not be prepaid in part. Before submitting an Assessment Prepayment, a property owner shall obtain an Assessment Prepayment Notice from the Issuer.

"Assessment Prepayment Notice" means a notice from the Issuer regarding an Assessment Prepayment which dictates the applicable amount of an Assessment Prepayment based on the proposed prepayment date(s), with the intent to allow the earliest available redemption date for any Assessment Prepayment, in accordance with the notice and deposit requirements set forth herein.

"Assessments" means those assessments levied and received under the Assessment Ordinance against certain properties within the Assessment Area benefited by the Improvements.

"Authorized Denominations" means the amount of $1,000 or any integral multiple of $1,000 in excess thereof.

"Authorized Representative" means the Town Manager of the Issuer or any other person duly authorized by the Council to act as the Authorized Representative of the Issuer hereunder.

"Bond Fund" means the Brian Head Unit 3 Assessment Area Bond Fund created in Section 4.2 hereof to be held by the Issuer and administered pursuant to Section 5.2 hereof.

"Bondholder," "Holder," "Bondowner," "Registered Owner," or "Owner" means the registered owner of any Bonds herein authorized.

"Bonds" means the $773,000 Town of Brian Head, Utah Special Assessment Bonds, Series 2026A (Unit 3 Assessment Area) authorized for issuance herein.

"Business Day" means any day except Saturday or Sunday on which banking business is transacted.

"Code" means the Internal Revenue Code of 1986, as amended, and any regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

"Council" means the Town Council of the Town of Brian Head, Utah.

"Debt Service Reserve Requirement" means an amount equal to $77,300 and is to be maintained at this amount while the Bonds remain Outstanding.

"Default" and "Event of Default" mean, with respect to any default or event of default under this Master Resolution, any occurrence or event specified in and defined by Section 6.4 hereof.

"Designation Resolution" means the designating resolution adopted by the Council on December 9, 2025, which designates the Assessment Area for the purpose of financing the Improvements.

"Improvements" means the construction and installation of certain water system improvements, road improvements and other necessary miscellaneous improvements in the Assessment Area.

"Interest Payment Date" means each May 1, beginning May 1, 2027.

"Issuer" means the Town of Brian Head, Utah, and its successors.

"Master Resolution" means this Master Resolution authorizing the issuance and sale of the Bonds.

"Original Issue Date" means the initial delivery date of the Bonds.

"Outstanding" or "Outstanding Bonds" means any Bond which has been issued and delivered and not cancelled in accordance with the provisions hereof, except any Bond in lieu of or in substitution for which a new Bond shall have been delivered herewith, unless proof satisfactory to the Registrar is presented that such Bond is held by a bona fide holder in due course.

"Paying Agent" means each Person appointed by the Issuer as Paying Agent with respect to the Bonds. The initial Paying Agent is the Town Clerk.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts, public bodies, and other entities.

"Purchaser" means State Bank of Southern Utah.

"Redemption Account" means the Redemption Account established within the Bond Fund pursuant to Section 4.2 herein.

"Registrar" means the Town Clerk appointed as the initial registrar for the Bonds pursuant to Section 3.1 hereof, and any additional or successor registrar appointed pursuant hereto.

"Reserve Fund" means the Brian Head Unit 3 Assessment Area Reserve Fund created in Section 4.3 hereof to be held by the Issuer.

"State" means the State of Utah.

ARTICLE II

AUTHORIZATION, TERMS, AND ISSUANCE OF BONDS

Section 2.1 Principal Amount, Designation, and Series. The Bonds are hereby authorized for issuance for the purpose of providing funds to (a) finance the Improvements and (b) pay the costs of issuance of the Bonds. The Bonds shall be limited to $773,000 in aggregate principal amount, shall be issued in Authorized Denominations, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Bonds shall be designated as, and shall be distinguished from all other bonds of the Issuer by the title, "Town of Brian Head, Utah Special Assessment Bonds, Series 2026A (Unit 3 Assessment Area)."

Section 2.2 Date, Maturities and Interest. The Bonds shall be dated as of their Original Issue Date, and shall mature on the dates in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from and including their Original Issue Date or unless, as shown by the records of the Paying Agent, interest on the Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date, payable on each Interest Payment Date at the rate per annum as set forth below:

Maturity Date (May 1)	Principal Amount	Interest Rate
2027	$65,000	4.00%
2028	66,000	4.10
2029	69,000	4.15
2030	72,000	4.20
2031	75,000	4.25
2032	78,000	4.35
2033	81,000	4.45
2034	85,000	4.55
2035	89,000	4.65
2036	93,000	4.75

The Bonds shall bear interest at the interest rate stated above. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Redemption.

(a) *Optional Redemption.* The Bonds are subject to redemption prior to maturity on any date, at the option of the Issuer, as a whole or in integral multiples of $1, in any order of maturity, and in whole or partial maturities (and if in part in such order of maturities as the Issuer shall determine), at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed plus accrued interest.

(b) *Extraordinary Mandatory Redemption for Foreclosure or Excess Proceeds.* Each principal payment of the Bonds is subject to extraordinary mandatory prepayment and redemption on any Business Day, in whole or in part, on a pro rata basis (or "strip call") from each principal payment of the Bonds, upon notice as provided in Section 2.4 hereof, from Assessments collected from the foreclosure sale of delinquent property or Bond proceeds determined by the Issuer to not be needed for costs of construction, at a redemption price equal to one hundred percent (100%) of the principal amount of each principal payment to be redeemed in the amount of Assessments (rounded down to the nearest $1 increment) the Issuer collects from the foreclosure sale of delinquent property (less amounts used for debt service on the Bonds or to replenish the Reserve Fund) or the amount of Bond proceeds not needed for construction. Whenever less than all of the Bonds are to be redeemed, the Issuer shall select the Bonds to be redeemed from all Bonds not previously called for redemption, on a *pro rata* basis as nearly as practicable.

(c) *Extraordinary Mandatory Prepayment Redemption for Assessment Prepayments.* Each principal payment of the Bonds is subject to mandatory prepayment and redemption annually on May 1, in whole or in part, on a pro rata basis (or "strip call") from each payment of the Bonds, upon notice as provided in Section 2.4 hereof, from Assessment Prepayments received by the Issuer and in the amount of not less than $1 at a redemption price equal to one hundred percent (100%) of the principal amount of the Bonds to be redeemed or prepaid.

Section 2.4 Notice of Redemption. Notice of redemption shall be given by the Registrar by certified mail, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the Holder, as of the record date established by the Registrar for such redemption, of each Bond which is subject to redemption, at the address of such Holder as it appears on the registration books of the Issuer kept by the Registrar, or at such other address as is furnished to the Registrar in writing by such Holder on or prior to such record date. Each notice of redemption shall state the record date, the redemption date, the place of redemption, the principal amount and, if less than all, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds the principal of, interest accrued thereon to the redemption date, and premium, if any. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Bondholder receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Issuer moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Issuer not later than the opening of business on the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

In case any Bond shall be redeemed in part only, upon the presentation of such Bonds for such partial redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, Bond or Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such Bond will be issued. A portion of any Bond of a denomination of more than $1 to be redeemed will be in the principal amount of $1 or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Issuer will treat each such Bond as representing that number of Bonds of such $1 denomination which is obtained by dividing the principal amount of such Bonds by such $1 denomination. Provided, however, any Bond redemptions shall be in a minimum amount of $1.

Section 2.5 Execution and Delivery of the Bonds. The Mayor is hereby authorized to execute the Bonds by manual or facsimile signature, and the Town Clerk to countersign the Bonds by manual or facsimile signature, and to have imprinted, engraved, lithographed, stamped, or otherwise placed on the Bonds the official seal of the Issuer. The Town Clerk is hereby authorized to deliver the Bonds to the Purchaser upon payment to the Issuer of the proceeds.

Section 2.6 Delivery of Bonds. Further Authority. The Mayor and the Town Clerk and other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents, and other instruments as may be necessary or advisable to provide for the issuance, sale, registration, and delivery of the Bonds.

Section 2.7 No Additional Bonds. No additional indebtedness, bonds, or notes of the Issuer secured by a pledge of the Assessments senior to or on a parity with the pledge of Assessments for the payment of the Bonds herein authorized shall be created or incurred without the prior written consent of the Owners of one hundred percent (100%) of the Outstanding Bonds.

Section 2.8 Bank Designation of Bonds. For purposes of and in accordance with Section 265 of the Code, the Issuer has designated the Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2026 will not exceed $10,000,000. For purposes of this Section, "aggregated issuer" means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer, and all aggregated issuers for calendar year 2026 does not exceed $10,000,000.

ARTICLE III

REGISTRATION AND PAYMENT

Section 3.1 Execution of and Registration of Bonds; Persons Treated as Owners. The Bonds shall be signed by the Mayor and the Issuer shall cause books for the registration and for the transfer of the Bonds to be kept by the Town Clerk who is hereby appointed the Registrar of the Issuer with respect to the Bonds. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Bond for redemption.

Bonds surrendered for payment, redemption, or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar, and the Paying Agent may treat and consider the Person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar, nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 3.2 Deposit of Bond Proceeds. The proceeds from the sale of the Bonds (being the par amount of $773,000) shall be applied as follows:

(a) $645,600 to pay or reimburse the Issuer for the costs of the Improvements;

(b) $77,300 into the Reserve Fund; and

(c) $50,100 to pay costs of issuance.

Section 3.3 Nature of Obligation. The Issuer hereby pledges all Assessments levied pursuant to the Assessment Ordinance to the payment of the Bonds. The Bonds, together with interest thereon, shall be special limited obligations of the Issuer payable solely from a first lien pledge of the Assessments levied and collected under the Assessment Ordinance (except to the extent paid out of moneys attributable to the Bond proceeds, moneys collected by the Issuer from the foreclosure of assessed properties or from other funds created hereunder or the income from the temporary investment thereof).

No provision of this Master Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or creating a general obligation of the State, the Issuer, or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer, or its taxing powers.

ARTICLE IV

CREATION OF FUNDS AND ACCOUNTS

Section 4.1 Creation of Assessment Fund. There is hereby created and ordered established in the custody of the Issuer a fund in the name of the Issuer referred to as the Assessment Fund. For accounting purposes, the Assessment Fund may be redesignated by different account names by the Issuer from time to time.

Section 4.2 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Issuer a special trust fund in the name of the Issuer referred to as the Bond Fund. Within the Bond Fund, there is hereby created and ordered established an Administrative Costs Account and a Redemption Account.

Section 4.3 Creation of Reserve Fund. There is hereby created and ordered established in the custody of the Issuer a special trust fund in the name of the Issuer referred to as the Reserve Fund.

Section 4.4 Additional Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Issuer need not create any of the funds or accounts referenced in this Article IV until such funds or accounts shall be utilized. The Issuer may authorize the creation of additional funds and additional accounts within any funds.

ARTICLE V

USE OF FUNDS

Section 5.1 Use of Assessment Fund. All payments of Assessments received and collected by the Issuer pursuant to the Assessment Ordinance, including Assessment Prepayments and Assessments received from the foreclosure sale of delinquent properties shall be deposited upon receipt in the Assessment Fund and shall be transferred for deposit within ten (10) days after receipt for deposit in the funds and accounts in the specified order of priority, each priority being fully paid before funds are used to pay any lower priority and no payment being made on any priority if funds have been exhausted in the payment of higher priorities, as follows:

(a) *First,* all regularly scheduled payments of Assessments (i) in the amount needed (taking into account amounts already on deposit) to pay the principal of and interest on the Bonds on each Interest Payment Date and at maturity shall be deposited by the Issuer in the Bond Fund, with the Assessments due on any November 30 intended to be used to make the payments on the Bonds on the following May 1 and (ii) in the amount attributable to the Issuer's administration fee (plus any direct out of pocket costs of the Issuer) shall be deposited into the Administrative Costs Account in the Bond Fund and then remitted annually to the Issuer (and to the extent regularly scheduled payments of Assessments are not sufficient for (i) and (ii) in whole, such amount shall be distributed pro rata);

(b) *Second,* all Assessment Prepayments shall be deposited by the Issuer in the Redemption Account within the Bond Fund to redeem Bonds as provided in Section 2.3(c);

(c) *Third,* Assessments received from the foreclosure sale of delinquent property in an amount sufficient to replenish the Reserve Fund for draws made thereon to pay principal of the Bonds when due, shall be deposited into the Reserve Fund, or to reimburse the Reserve Fund for any amounts used thereunder for foreclosure costs, in the Reserve Fund; and

(d) *Fourth,* all remaining Assessments received from the foreclosure sale of delinquent property shall be deposited by the Issuer in the Redemption Account within the Bond Fund to redeem Bonds pursuant to Section 2.3(b) herein.

Section 5.2 Use of Bond Fund.

(a) The Issuer shall make deposits to the Bond Fund, as and when received, as follows:

(i) the amounts provided for in Section 5.1 herein;

(ii) moneys transferred from the Reserve Fund as provided herein; and

(iii) all other moneys received by the Issuer hereunder when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 5.1(a)(ii) and this Section, moneys in the Bond Fund shall be expended solely for the payment of principal of and interest on the Bonds as the same become due on each Interest Payment Date and at maturity or upon earlier redemption.

The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient moneys from the Bond Fund to pay principal of and interest on the Bonds as the same become due and payable at maturity or upon earlier redemption and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

Section 5.3 Use of Reserve Fund.

(a) Moneys on deposit in the Reserve Fund shall be used to make up any deficiencies in the Bond Fund for the payment of the Bonds when due.

(b) Amounts recovered by exercise of any of the remedies provided in the Assessment Ordinance or otherwise from delinquent Assessments (and not needed to pay amounts coming due on the Bonds) shall be used to replenish amounts drawn from the Reserve Fund to pay the Bonds.

(c) If at any time the amount on deposit in the Reserve Fund is less than the Debt Service Reserve Requirement with respect to the Bonds, the Issuer shall replenish the Reserve Fund from proceeds received from the sale of delinquent property as provided in the Act. If, however, the Reserve Fund is not fully replenished after the Issuer has exhausted all remedies against delinquent property, the Reserve Fund shall be replenished on or before April 1 next succeeding the initial date the Reserve Fund had on deposit less than the Debt Service Reserve Requirement by (i) an appropriation from the general fund of the Issuer, or (ii) by appropriation from such other sources as may be determined by the Issuer.

Should the replenishment of the Reserve Fund set forth in the prior paragraph require budgetary approval, the Issuer covenants and agrees (a) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the Issuer in accordance with applicable law or to include in an amendment to the Issuer's budget an item for expenditure of an amount necessary to replenish the Reserve Fund on or before the next succeeding April 1, and (b) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget or amendment to the budget submitted to the governing body of the Issuer for its consideration seeks an appropriation of moneys sufficient to replenish the Reserve Fund.

To effect the covenants set forth in this Section 5.3, the Issuer hereby directs its "budget officer" or any other officer at the time charged with the responsibility of formulating budget proposals, to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the Issuer in any year, or in an amendment to the budget an item replenish the Reserve Fund. It is hereby expressed as the intention of the Issuer that the decision regarding from what source the Reserve Fund is to be replenished is to be made solely by the governing body of the Issuer at the time it considers for adoption the final budget or amendment to the budget and not by any official of the Issuer acting in his or her individual capacity as such. In this connection, the Issuer hereby covenants and agrees that such budget officer or other officer shall not amend, modify, or otherwise change the appropriations made in any finally adopted budget or amendment to the budget to replenish the Reserve Fund without the express prior approval of the governing body of the Issuer.

(d) Except as otherwise provided in this Section, the Reserve Fund shall at all times be maintained in an amount not less than the Debt Service Reserve Requirement. Moneys at any time on deposit in the Reserve Fund in excess of the Debt Service Reserve Requirement shall on or about October 1 of each year be transferred to the Issuer. Moneys on deposit in the Reserve Fund upon the final payment of the Bonds shall be applied to the final Assessment payment obligation of the assessed properties. If the amounts on deposit in the Reserve Fund exceed the final Assessment payment obligation, any excess amounts shall be paid by the Issuer to the owners whose properties were subject to the final Assessment payment obligation on a pro rata basis, as an excess Assessment payment.

Section 5.4 Investment of Funds. All money maintained on deposit in the Bond Fund and the Reserve Fund shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Bonds. All money so maintained on deposit with the Issuer shall be secured to the fullest extent required or permitted by the laws of the State pertaining to the securing of public deposits. All or part of the money in the Bond Fund and the Reserve Fund shall be invested by the Issuer in permitted investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purpose for which such funds were created. Investment earnings on all such investments permitted hereunder shall be maintained in said funds or accounts and used for the purpose for which such fund or account was created. Whenever any money so invested from the Bond Fund and the Reserve Fund is needed for the purpose for which such fund was created, such investments, to the amount necessary, shall be liquidated by the Issuer, and the proceeds thereof applied to the required purpose. Investment earnings received on all investments in the Reserve Fund shall be maintained in the Reserve Fund until there shall be on deposit therein the Debt Service Reserve Requirement. Thereafter, any investment earnings shall be transferred to the Issuer.

Section 5.5 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, investments shall be valued at market. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Reserve Fund, whereupon the securities therein shall be valued immediately after such withdrawal.

Section 5.6 Perfection of Security Interest.

(a) The Master Resolution creates a valid and binding pledge and assignment of security interest in all of the Assessments and all other applicable funds and moneys pledged under this Master Resolution as security for payment of the Bonds.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Assessments.

ARTICLE VI

COVENANTS AND UNDERTAKINGS

Section 6.1 Covenants of Issuer. All covenants, statements, representations, and agreements contained in the Bonds, and all recitals and representations in this Master Resolution are hereby considered and understood as the covenants, statements, representations, and agreements of the Issuer.

Section 6.2 Levy and Collection of Assessments. The Town Manager shall be and is hereby authorized and empowered, and it shall be his/her duty to receive and collect all Assessments levied to pay the cost of the Improvements of the Assessment Area, the installments thereon, the interest thereon, and the penalties accrued thereon, including without limiting the generality of the foregoing, the whole of the unpaid principal, interest and penalties accrued which become due and payable immediately because of the failure to pay any installment whether of principal or interest, when due, and to pay and disburse such payments as herein provided.

Section 6.3 Lien of Assessment. The Assessments, any interest accruing on the Assessments and the penalties and costs of collection of the Assessments shall continue to constitute and are hereby declared to be a lien against the properties upon which the Assessments are levied within the Assessment Area from and after the date on which the Assessment Ordinance became effective. Said lien shall be superior to the lien of any trust deed, mortgage, mechanic's or materialman's lien, or other encumbrance, and shall be equal to and on a parity with the lien for general property taxes. Said lien shall apply without interruption, change in priority, or alteration in any manner to any reduced obligations and shall continue until the Assessment and any interest, penalties, and costs thereon are paid in full, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax, other assessment or otherwise, or the issuance of a tax deed, an assignment of interest by the Issuer, or a sheriff's certificate of sale or deed.

Section 6.4 Default in Payment of Assessments. As further described in the Assessment Ordinance, in the event a default occurs in the payment of any installment of principal or interest of the Assessments levied pursuant to the Assessment Ordinance when due, the Issuer shall, as permitted by law, (a) either declare the unpaid amount delinquent and subject to collection or declare the whole of the unpaid Assessment immediately due and payable and subject to collection, (b) provide notice of such default, and (c) following the lapse of a 30-day period to remedy the default provided in such notice, all as provided in the Assessment Ordinance, the Issuer may immediately initiate and diligently pursue to completion of a summary sale pursuant to Section 11-42-502 and related pertinent provisions of the Act, of all delinquent property in the manner provided for actions to foreclose trust deeds. If at the sale, no Person or entity shall bid and pay the Issuer the amount due on the Assessment plus interest, penalties and costs, plus attorneys' fees, and foreclosure costs, if any, the property shall be deemed sold to the Issuer for these amounts. If the Issuer elects to irrevocably retain ownership of the delinquent property, it shall notify the Registered Owners via certified mail of such intent within thirty (30) calendar days of the sale and shall pay all delinquent Assessment installments and all Assessment installments that become due, including the interest on them. If the Issuer fails to make such election, or notifies the Registered Owners in writing of the waiver of such election right, the Issuer shall foreclose such delinquent property (but only with funds available under the Master Resolution and thereafter dependent on funding by the Bondholders) and deposit the proceeds with the Owners, or, in the alternative, if there are no proceeds available from foreclosure, the Issuer shall deliver its rights to the delinquent property or quit-claim deed the delinquent property to the Bondholders, without any warranty or guaranty, in full satisfaction of the Outstanding Bonds attributable to the delinquent property as calculated by the Assessment Ordinance.

The remedies provided in this Section for the collection of Assessments and the enforcement of liens shall be deemed and construed to be cumulative and the use of any one method or means of collection or enforcement shall not deprive the Issuer of the use of any other method or means. In the event of any foreclosure proceedings or other remedies pursued hereunder, the Issuer shall accept direction from the Bondholders to the extent permitted by law in pursuing any such remedies. In the absence of any direction from Bondholders, the Issuer shall not be liable for any harm to Bondholders from its efforts to complete its duties hereunder in a reasonable manner, nor shall the Issuer be required to expend any of its own funds to complete such duties. The Issuer shall not be responsible to pay for the costs associated with the collection of default Assessments and the enforcement of liens.

Section 6.5 Limited Obligation of Issuer. Notwithstanding anything contained elsewhere herein to the contrary, the Bonds, or any other obligation hereunder, are not a general obligation of the Issuer but are payable exclusively out of the funds and/or property described herein. The Issuer shall not be liable for the payment of the Bonds, except to the extent of the funds created and received from (a) the Assessments, including Assessments collected through foreclosure sales resulting from unpaid Assessments (after payment of costs as described in Section 6.4 herein) and (b) moneys on deposit in the Reserve Fund, but the Issuer shall be held responsible for the lawful levy of all Assessments, for the creation, maintenance and replenishment of the Reserve Fund as provided herein, and for the faithful accounting, collection, settlement, and payment of the Assessments (but only with funds available under the Master Resolution and thereafter dependent on funding by the Bondholders).

Section 6.6 No Additional Security Interest. The Issuer covenants that so long as any Bonds remain Outstanding, it shall not pledge or grant any security interest in the Assessments or any investment proceeds thereof (except as expressly provided in this Master Resolution).

Section 6.7 Tax Covenant. The Issuer covenants and agrees to and for the benefit of the Bondholders that the Issuer (a) will not take any action that would cause interest on the Bonds to be includable in gross income for federal income tax purposes, (b) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Bonds to be includable in gross income for federal income tax purposes, and (c) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from federal income taxation of interest on the Bonds. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Events of Default; Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer of any nature or type, including, but not limited to, financial, non-financial, monetary, non-monetary, technical, non-technical or otherwise under this Master Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of default hereunder.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power, or remedy accruing upon a default shall impair any such right, power, or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power, or remedy may be exercised from time to time as may be deemed expedient.

Section 7.2 Amendments to Master Resolution. Provisions of this Master Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Master Resolution shall be made in any manner until such time as all of the Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Master Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Master Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Bonds then Outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the Town Clerk for public inspection. Should a Bondholder consent to the proposed amendment to this Master Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least sixty-six percent (66%) of the principal of Outstanding Bonds outstanding, the governing body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section 7.2 shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest payments, without the consent of the Bondholder of such Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any fund or account established hereunder without the consent of the Bondholders of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Bonds then outstanding, without the consent of the Bondholders of all the Bonds at the time outstanding which would be affected by the action to be taken.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the Person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer. Evidence of ownership of Bonds shall be established by books of the Registrar.

Section 7.3 Maintenance of Proceedings. A certified copy of this Master Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the Town Clerk where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Master Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction, or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Master Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal or interest on the Bonds authorized herein or to meet any obligation contained herein concerning the Bonds.

Section 7.4 Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Assessments under this Master Resolution and any and all estate, right, title, and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by an escrow agent for the payment of the Bonds) shall be cancelled and discharged.

Any Bond shall be deemed to be paid within the meaning of this Section when payment of the Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made or provided for in accordance with the terms thereof. At such time as the Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by an escrow agent for the payment of the Bonds).

Section 7.5 Sale of Bonds Approved. The sale of the Bonds to the Purchaser, at par, is hereby ratified, confirmed, and approved.

Section 7.6 Bondholders Not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition and construction of the Improvements.

Section 7.7 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection, or other instrument required hereby to be executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Issuer with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution. The amount of Bonds held by any Person executing such instrument as a Registered Owner of Bonds and the fact, amount and numbers of the Bonds held by such Person and the date of his holding the same shall be proved by the registration books of the Paying Agent.

Section 7.8 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Resolution or the Bonds is intended or shall be construed to give to any Person other than the parties hereto and the Registered Owners of the Bonds, any legal or equitable right, remedy, or claim under or in respect hereto or any covenants, conditions, and provisions herein contained, this Master Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds and as herein provided.

Section 7.9 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 7.10 Applicable Law. This Master Resolution shall be governed exclusively by the applicable laws of the State.

Section 7.11 Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant, or agreement herein contained against any past, present, or future officer, or other public official, employee, or agent of the Issuer.

Section 7.12 Holidays. If any date for the payment of principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 7.13 Effective Date. This Master Resolution shall become effective immediately.

Section 7.14 Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Master Resolution and the documents authorized and approved herein

IN WITNESS WHEREOF, the parties hereto have caused this Master Resolution to be executed as of the date first written above.

TOWN OF BRIAN HEAD, UTAH, as Issuer

(SEAL)

By:________________________________

Town Manager

ATTEST:

By:________________________________

Town Clerk

EXHIBIT A

FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
TOWN OF BRIAN HEAD, UTAH
SPECIAL ASSESSMENT BONDS, SERIES 2026A
(UNIT 3 ASSESSMENT AREA)

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

Number R- $__________

Interest Rate	Maturity Date	Issue Date
%		

Registered Owner:

Principal Amount: ______________________________ AND NO/100 U.S. DOLLARS*****

The Town of Brian Head, Utah (the "Issuer"), a body politic and corporate duly organized and existing under the Constitution and laws of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or registered assigns, on the Maturity Date identified above, upon presentation and surrender hereof or alternatively the Bondholder shall provide the Paying Agent with a written certificate that the Bond has been lost, stolen, mutilated or destroyed, the Principal Amount identified above due to redemption may be noted on the Record of Principal Payments attached hereto upon signature of an authorized officer of the Registered Owner, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the Interest Rate per annum (calculated on the basis of a year of 360 days and twelve 30-day months) identified above, payable annually on each May 1, beginning May 1, 2027, until payment in full of said Principal Amount, except as the provisions set forth in the hereinafter mentioned Master Resolution with respect to redemption prior to maturity may become applicable hereto. Interest on this Bond shall accrue from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from and including their Original Issue Date or unless, as shown by the records of the Paying Agent, interest on the Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date. Principal of and premium, if any, on this Bond shall be payable upon surrender of this Bond, payable by the Town Clerk of the Issuer (the "Paying Agent"), or its successors or alternatively the Bondholder shall provide the Paying Agent with a written certificate that the Bond has been lost, stolen, mutilated or destroyed; and payment of the interest hereon shall be made to the Registered Owner hereof and shall be paid by wire, check or draft mailed via certified mail in immediately available funds to the Person who is the Registered Owner of record as of the Bond Registrar's close of business on the fifteenth day immediately preceding each Interest Payment Date at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Master Resolution. Principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the Special Assessment Bonds, Series 2026A (Unit 3 Assessment Area) of the Issuer (the "Bonds") limited to the aggregate principal amount of $773,000 issued under and by virtue of the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the "Act"), and under and pursuant to an Master Resolution dated as of May 1, 2026 (the "Master Resolution"), for the purpose of (a) financing the costs of publicly owned infrastructure, facilities or systems, along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner within the Assessment Area (collectively, the "Improvements") and (b) paying issuance expenses incurred in connection with the issuance of the Bonds.

The Bonds are issuable solely in the form of registered bonds without coupons in the denomination of $1,000 or any integral multiple thereof.

The Bonds are subject to redemption as provided in the Master Resolution.

The Town Clerk is the initial bond registrar and paying agent with respect to the Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

Payment of this Bond and the interest thereon shall be made from, and as security for such payment there is pledged a first lien on the moneys on deposit in, (i) the Bond Fund of the Town of Brian Head Unit 3 Assessment Area containing the receipts derived by the Issuer from the Assessments levied upon the property included in the Assessment Area by the assessment ordinance adopted by the Issuer on March 10, 2026, as amended from time to time (the "Assessment Ordinance") and (ii) all other applicable funds and moneys pledged under the Master Resolution.

It is hereby certified that a Reserve Fund has been created and the Issuer agrees that at all times during the life of this Bond and until payment thereof in full, said Fund shall be maintained as described in the Master Resolution. This Bond is not a general obligation of the Issuer, but is payable exclusively out of the funds described in the Master Resolution. The Issuer shall not be liable for the payment of the Bond, except to the extent of the funds created and received from (a) proceeds from the sale of the Bond, (b) the Assessments, including Assessments collected through foreclosure sales resulting from unpaid Assessments, and (c) moneys on deposit in the Reserve Fund, but the Issuer shall be held responsible for the lawful levy of all Assessments, for the creation and maintenance and replenishment of the Reserve Fund as provided in the Master Resolution, and for the faithful accounting, collection, settlement, and payment of the Assessments.

The Assessments made and levied pursuant to the Assessment Resolution, with accruing interest thereon, and the cost of collection of the Assessments constitute a lien upon and against the property upon which such Assessments were made and levied from and after the date upon which the Assessment Resolution, which lien is superior to the lien of any trust deed, mortgage, mechanic's or materialman's lien, or other encumbrance. Said lien is equal to and on a parity with the lien for general property taxes and shall continue until the Assessments and interest thereon are paid, notwithstanding any sale of the property for or on account of a delinquent general property tax, special tax, other assessment, or the issuance of a tax deed, an assignment of interest by the Issuer, or a sheriff's certificate of sale or deed.

This Bond is transferable, as provided in the Master Resolution, only upon the registration books kept by the Bond Registrar, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. Upon surrender for transfer of any Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Bond surrendered for transfer. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Master Resolution.

This Bond and the issue of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts, and things required by the Constitution or statutes of the State of Utah and by the Act and the Master Resolution to exist, to have happened, or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened, and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes, and that the aggregate amount of Bonds of the Issuer for the Assessment Area, including this Bond, does not exceed the amount authorized by law nor the special assessment levied to cover the cost of the Improvements in the Assessment Area, and that all said special Assessments have been lawfully levied.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed in its name and on its behalf by the Mayor of the Town of Brian Head, Utah and attested by the Town Clerk of the Issuer, acting as the officers of the Issuer, and has caused its seal to be printed hereon.

(SEAL)

By: (Do Not Sign)
Mayor

COUNTERSIGN:

By: (Do Not Sign)
Town Clerk

CERTIFICATE OF AUTHENTICATION

Date of Registration and Authentication:

____

This Bond is one of the Bonds of the issue described in the within-mentioned Master Resolution.

By: ____________________________________
Town Clerk, as initial Bond Registrar

ASSIGNMENT

FOR VALUE RECEIVED, ______________________________, the undersigned sells, assigns, and transfers unto:

____
(Social Security or Other Identifying Number of Assignee)

____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ______________________________ attorney for registration thereof, with full power of substitution in the premises.

DATED:____________________________

Signature:______________________________

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

Brian Head, Utah

April 28, 2026

The Town Council (the "Council") of the Town of Brian Head, Utah (the "Town") met in regular session on April 28, 2026, at 1:00 p.m. at the regular meeting place of said Council at 56 North Highway 143 in Brian Head, Utah, with the following members of the Council present:

Clayton Calloway	Mayor
Logan Cruz	Council Member
Larry Freeberg	Council Member
Duane Nyen	Council Member
Martin Tidwell	Council Member

Also present:

Nancy Leigh	Town Clerk
Bret Howser	Town Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Town Clerk presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this April 28, 2026, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following resolution was then introduced in writing and pursuant to motion duly made by Council Member Freeberg and seconded by Council Member Tidwell, adopted by the following vote:

AYE: Mayor Calloway
Council Member Tidwell
Council Member Freeberg
Council Member Nyen
Council Member Cruz

NAY: None

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