

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF SALT LAKE
EMIGRATION IMPROVEMENT DISTRICT
WATER REVENUE BOND
SERIES 2002

\$1,400,000

*THIS BOND HAS BEEN DESIGNATED BY THE ISSUER 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.*

SPECIMEN

Emigration Improvement District, Salt Lake County, Utah (the "Issuer") a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the registered owner hereof or registered assigns, the Total Principal Sum set forth at the end of this Bond, but in no event more than a maximum principal amount of \$1,400,000, together with interest accruing on the unpaid principal balance from the delivery date of this Bond at the rate of one and five one-thousandths percent (1.005%) per annum (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable annually on July 1 of each year, with interest installments beginning July 1, 2003 and principal installments beginning July 1, 2004. Principal together with accrued but unpaid interest, shall be payable in registered installments on July 1 of each of the years as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

<u>July 1</u>	<u>Principal Maturing</u>	<u>July 1</u>	<u>Principal Maturing</u>
	Interest & Hardship Grant		
2003	Assessment only	2014	\$70,000
2004	\$58,000	2015	72,000
2005	59,000	2016	73,000
2006	60,000	2017	74,000
2007	61,000	2018	76,000
2008	62,000	2019	78,000
2009	64,000	2020	79,000
2010	65,000	2021	81,000
2011	66,000	2022	82,000
2012	67,000	2023	84,000
2013	69,000		

If less than \$1,400,000 is advanced on this Bond, the repayment period shall be shortened and the number of annual principal installments shall be reduced in inverse order of maturities (and the amount of the final remaining principal installment shall be reduced, if required) to correspond to the Total Principal Sum.

The Issuer shall also be obligated to pay to the Drinking Water Board and any subsequent owner of the Series 2002 Bonds a Hardship Grant Assessment (as described below). The Hardship Grant Assessment shall accrue on the outstanding principal balance of this Bond beginning on the date of initial delivery of this Bond and shall be computed in the same manner as interest such that as the outstanding principal balance of this Bond is increased or decreased, the Hardship Grant Assessment shall be computed on the basis of the increased or decreased principal balance from the date of such increase or decrease to the earlier of (i) the next change in principal balance or (ii) the next succeeding payment date. The payment dates for the Hardship Grant Assessment shall be July 1, 2003 and each July 1 thereafter until this Bond is paid in full.

"Hardship Grant Assessment" means a special assessment levied by the Water Quality Board against the Issuer in consideration for agreeing to finance the Project through the purchase of this Bond and shall equal 1.005% per annum of the outstanding principal balance of this Bond.

Both interest and a Hardship Grant Assessment shall accrue on the outstanding principal balance of the Bond, accruing at a combined rate of 2.01% per annum

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption and the Hardship Grant Assessment, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent. Payments of interest shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

As long as the State of Utah Drinking Water Board, Department of Environmental Quality (the "Drinking Water Board") is the registered holder of this Bond, installment payments of principal and interest and payment of the Hardship Grant Assessment shall be made by check or draft mailed to the Drinking Water Board as the registered holder at the address shown on the registration books maintained by the Registrar.

If any installment payment of Bond principal and interest or the Hardship Grant Assessment is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest, if any, then to unpaid Hardship Grant Assessment and then to principal.

This Bond is payable solely from a special fund designated "Emigration Improvement District, Salt Lake County, Utah Water Revenue Bond Sinking Fund", into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues (as defined in the Bond Resolution herein described) derived and to be derived from the operation of the Issuer's water system (the "System"), all as more fully described and provided in the Bond Resolution adopted by the governing body of the Issuer on the 11th day of July, 2002, as amended on November 14, 2002 (collectively, the "Bond Resolution").

This Bond is issued pursuant to (i) the Bond Resolution and Parameters Resolution adopted on May 9, 2001, and (ii) the Utah Municipal Bond Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purpose of financing the cost of culinary water system and other related improvements to the Issuer's System, including all equipment and necessary appurtenances thereof. This Bond and the payment of the Hardship Grant Assessment are special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond or the payment of the Hardship Grant Assessment be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues of the System.

As provided in the Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay when due this Bond and the Hardship Grant Assessment, and the principal and interest on all bonds issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond and the Hardship Grant Assessment according to the payment terms hereinabove set forth and the principal and interest on all bonds issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.


This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in an appropriate book in the office of the Clerk of the Issuer, who shall be the Registrar. This Bond is transferable only by notation upon said book by the registered owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the Bond Resolution) to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of

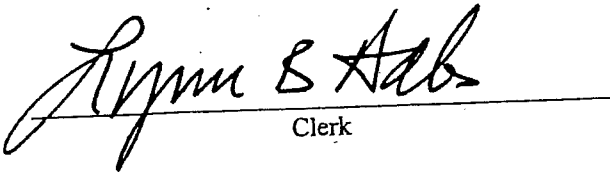
this Bond and all bonds issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds issued on a parity with this Bond, if any.

SPECIMEN

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Chair and countersigned by its Clerk under the seal of said Issuer this 21st day of November, 2002.


Chair

Countersigned:


Clerk



SPECIMEN

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

Date of Registration

Name of Registered Owner

Signature of Bond Registrar

11-20-02

State of Utah Drinking Water Board,
Department of Environmental Quality

[Handwritten Signature]

SPECIMEN

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the State of Utah Drinking Water Board, Department of Environmental Quality (the "Drinking Water Board"), hereby certifies that the Drinking Water Board has received written authorization from the Treasurer of the Issuer to stamp or write the amount or amounts indicated below on the date or dates set forth opposite such amount(s); that the amount last inserted under the column "Total Principal Sum" is the total amount received by the Issuer for the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same.

<u>Amount of Payment</u>	<u>Date of Payment</u>	<u>Total Principal Sum</u>	<u>Drinking Water Board Representative Signature</u>
\$278,180.00	Nov 21, 2002	\$278,180.00	<i>[Handwritten Signature]</i>
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____