

WHEN RECORDED, RETURN TO:

Randall M. Larsen
Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101

NS PUBLIC INFRASTRUCTURE DISTRICT NO. 1
NS ASSESSMENT AREA NO. 1

DESIGNATION RESOLUTION

DATED AS OF OCTOBER 3, 2024

DESIGNATION RESOLUTION

WHEREAS, the Board of Trustees (the “Board”) of NS Public Infrastructure District No. 1 (the “District”), adopted Resolution No. 2024-08 on October 3, 2024, pursuant to which the Board authorized and approved the form of this Designation Resolution; and

BE IT RESOLVED by the Board of Trustees of NS Public Infrastructure District No. 1, as follows:

Section 1. The Board hereby determines that it will be in the best interest of the District to designate an area to finance the costs of publicly owned infrastructure, facilities or systems more specifically described in Section 4 herein, along with other necessary miscellaneous improvements, and to complete said improvements in a proper and workmanlike manner (collectively, the “Improvements”). The Board hereby determines that it is in the best interest of the District to levy assessments against properties benefited by the Improvements to finance the costs of said Improvements. The Board hereby finds that pursuant to the Act, the Improvements constitute a publicly owned infrastructure, facility or system that (i) the District is authorized to provide or (ii) is necessary or convenient to enable the District to provide a service that the District is authorized to provide.

Section 2. Pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended, and the Public Infrastructure District Act, Title 17D, Chapter 4 of the Utah Code (together, the “Act”), the owners (the “Owners”) of all properties to be assessed within the designated assessment area have voluntarily waived, among other things, all notice and hearing requirements, the right to contest or protest, and the right to have a board of equalization appointed as set forth in the Act, and have consented to (a) the levy of an assessment against their property for the benefits to be received from the Improvements, (b) the designation of the assessment area as herein described, (c) the financing of the Improvements by the District through the issuance of assessment bonds, including the payment of installments over a period of not to exceed 30 years, (d) the acquisition and/or construction of the Improvements, and (e) the method and estimated amount of assessment as set forth herein in accordance with the Acknowledgment, Waiver and Consent Agreement attached hereto as Exhibit A. The properties to be assessed are identified by legal description in Exhibit B attached hereto.

Section 3. The District hereby designates an assessment area which shall be known as “NS Assessment Area No. 1” (the “Assessment Area”). A map and depiction of the Assessment Area is attached hereto as Exhibit C. The District received an appraisal of the unimproved property (from an appraiser who is a member of the Appraisal Institute) which was addressed to the District verifying that the market value of the property, after completion of the Improvements, is at least three times the amount of the assessments proposed to be levied against the unimproved property.

Section 4. The Improvements shall be generally located in and around the map and depiction area attached hereto as Exhibit C. The District plans to finance the costs of publicly owned infrastructure, facilities or systems as part of an approximately 29.85-acre mixed-use development (the “Development”). The District plans to levy the assessments to finance the

Improvements within the Development. The Improvements are more particularly described as the “Public” items in the “Certificate of Project Engineer,” attached hereto as Exhibit D.

As further engineering, costs, efficiencies, or any other issues present themselves, the District hereby reserves the right to approve reasonable changes to the allocation of expenditures described above and the location and specifications of the Improvements (but not to the Improvements) without obtaining the consent of the property owners within the Assessment Area.

Section 5. Pursuant to the Act, the Board has determined to levy assessments to pay the cost of the Improvements. The assessments are assessed against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act (and in any event the Owners have consented to such manner without reservation) and shall be payable in annual installments as set forth in the Assessment Ordinance. The District has determined that the reasonable useful life of the Improvements is at least thirty-five (35) years and that it is in the District and the Owners’ best interest for certain property owner installments to be paid for over up to thirty (30) years.

Section 6. The total acquisition and/or construction cost of the Improvements, including estimated overhead costs, administrative costs, costs of funding reserves, and debt issuance costs, is estimated at \$8,905,114, of which \$7,280,000 is anticipated to be paid by assessments to be levied against the properties within the Assessment Area to be benefited by such Improvements, which benefits need not actually increase the fair market value of the properties to be assessed. The District expects to finance the cost of the Improvements by issuing assessment bonds (the “Bonds”). The District currently estimates selling the Bonds at a true interest cost interest rate of approximately 7.00% per annum, maturing within thirty (30) years of their date of issuance. Inasmuch as bonds have not been issued, the District notes that the interest rate and annual payment are only as estimated and not a cap or maximum amount. It is anticipated that the reserve fund will be initially funded with proceeds of the Bonds. The estimated cost of Improvements to be assessed against the benefited properties within the Assessment Area are to be initially assessed on a per square footage methodology (“Square Footage Methodology”) as follows:

<u>Assessment</u>	<u>Assessment Method</u>	<u>Total Square Feet</u>	<u>Assessment Per Square Foot</u>
\$7,280,000	Square Footage	1,300,294	\$5.5987338

Section 7. As set forth in the Assessment Ordinance, the assessment methodology may, under certain circumstances, be altered in the future.

Section 8. The Board intends to levy assessments as provided in the Act on all parcels and lots of real property within the Assessment Area to be benefited by the Improvements, and the Owners of which have executed the Acknowledgment, Waiver and Consent Agreement described in Section 2 herein. The purpose of the assessment and levy is to finance the cost of the Improvements, which the District will not assume or pay. The existing planning and zoning conditions of the District shall govern the development in the Assessment Area.

The Owners have waived the right to prepay the assessment without interest within twenty-five (25) days after the ordinance levying the assessments becomes effective. A property owner may prepay the assessment as provided in the Assessment Ordinance. The assessments shall be levied against properties in a manner that reflects an equitable portion of the benefit of the Improvements as required by the Act, and in any case, the Owners have consented to such methodology as provided in Section 11-42-409(5) of the Act. Other payment provisions and enforcement remedies shall be in accordance with the Act.

A map of the Assessment Area and the location of the Improvements and other related information are on file in the office of the Clerk/Secretary who will make such information available to all interested persons.

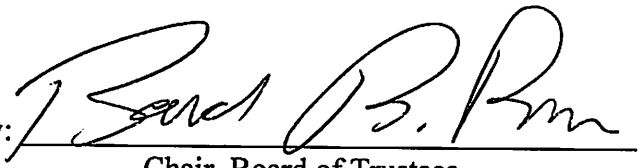
Section 9. The District will collect the Assessments by directly billing each property owner rather than inclusion on a property tax notice.

Section 10. A professional engineer has prepared a "Certificate of Project Engineer," attached hereto as Exhibit D, which, among other things, identifies the Improvements to be constructed and installed and is available upon request from the District. The findings and determinations set forth in this Resolution are based, in part, upon said Certificate of Project Engineer.

Section 11. The provisions of the Assessment Ordinance shall govern the levy, payment and applicable provisions regarding the assessments notwithstanding anything contained herein to the contrary. As required by Section 11-42-206(3) of the Act, within fifteen (15) days of the completion of this Resolution, the Clerk/Secretary shall (i) record an original or certified copy of this designation resolution with Utah County and (ii) where applicable, file with the Utah County Recorder a notice of proposed assessment.

Dated as of October 3, 2024.

NS PUBLIC INFRASTRUCTURE DISTRICT
NO. 1

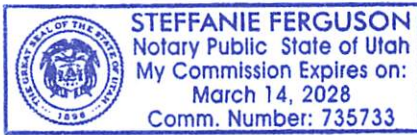
By: 
Chair, Board of Trustees

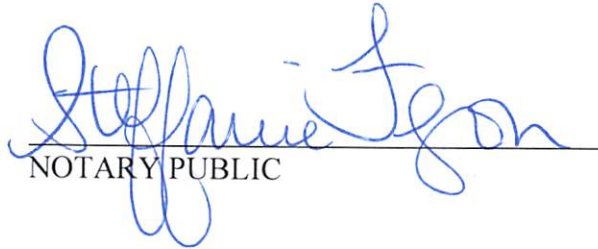
ATTEST:

By: _____
Clerk/Secretary

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this October 3, 2024, by Boyd Brown, the Chair of the Board of Trustees of NS Public Infrastructure District No. 1 (the "District"), who represented and acknowledged that he signed the same for and on behalf of the District.




NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY UTAH)

The foregoing instrument was acknowledged before me this October 3, 2024, by Clay Winder, the Clerk/Secretary of NS Public Infrastructure District No. 1 (the "District"), who represented and acknowledged that he signed the same for and on behalf of the District.

NOTARY PUBLIC

Dated as of October 3, 2024.

NS PUBLIC INFRASTRUCTURE DISTRICT
NO. 1

By: _____
Chair, Board of Trustees

ATTEST:

By:  _____
Clerk/Secretary

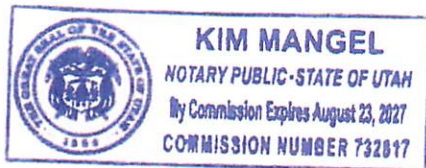
STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

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NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY UTAH)

The foregoing instrument was acknowledged before me this October 3, 2024, by Clay Winder, the Clerk/Secretary of NS Public Infrastructure District No. 1 (the "District"), who represented and acknowledged that he signed the same for and on behalf of the District.





NOTARY PUBLIC

EXHIBIT A

ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

This Acknowledgment, Waiver and Consent Agreement (this “Agreement”) is entered into October 3, 2024, by New Salem Vision 1 LLC, a Utah limited liability company (the “Owner”).

R E C I T A L S:

1. As of the date hereof, the Owner owns the real property described in Exhibit A attached hereto (the “Subject Property”), which constitutes all of the property to be assessed within the Assessment Area described herein.

2. The Owner desires that NS Public Infrastructure District No. 1 (the “District”) designate an assessment area pursuant to the Assessment Area Act, Title 11, Chapter 42, Utah Code Annotated 1953, as amended (the “Act”), for purposes of constructing publicly owned infrastructure, facilities or systems along with other necessary miscellaneous improvements (the “Improvements”), as more fully described in the Assessment Ordinance (defined herein).

3. Estimated costs for the Improvements, including estimated overhead costs, administrative costs, costs of funding reserves, and debt issuance costs, is estimated at \$8,905,114, of which \$7,280,000 shall be assessed against the properties benefitted within the Assessment Area. The Owner anticipates using other funding to complete the remainder of the Improvements. If the Assessments and additional funding are not sufficient to complete the Improvements, the Owner hereby agrees to pay to complete the Improvements, including, but not limited to, an additional assessment on the Owner’s property within the Assessment Area (defined herein) without any ability to contest such assessment.

4. Pursuant to the Act, the Board of Trustees of the District (the “Board”) has or is expected to approve (i) a Designation Resolution, a copy of which is attached hereto as Exhibit B (the “Designation Resolution”) designating an assessment area to be known as “NS Assessment Area No. 1” (the “Assessment Area”), and (ii) an Assessment Ordinance for the Assessment Area (the “Assessment Ordinance”), a copy of which is attached hereto as Exhibit C, which, among other things, contemplates the reallocation and adjustment of the Assessments by the District among subdivided parcels within the Assessment Area.

5. The Owner desires to annex the Subject Property into the District and include the Subject Property in the Assessment Area and to expedite such process by waiving certain statutory procedures as permitted by the Act for the purpose of accelerating the financing of the Improvements.

6. The Owner hereby acknowledges the annexation of the Subject Property into the District (the “Annexation”) by means of a petition executed by the Owner and via a Resolution adopted by the Board on the date hereof, and the inclusion of the Subject Property in the Assessment Area pursuant to the Designation Resolution and the Assessment Ordinance, and hereby waives any right to contest such Annexation, including, but not limited to, any defects or incomplete administrative steps to complete such

Annexation. Furthermore, the Owner hereby agrees to cooperate with any additional consents or documentation reasonably required to affirm the Annexation.

NOW, THEREFORE, in consideration of the premises stated herein, the inclusion of the Subject Property in the Assessment Area, the acquisition, construction and installation of the Improvements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

Section 1. Representations and Warranties of the Owner. The Owner hereby represents and warrants that:

(a) the Owner is the sole owner of the Subject Property identified as such in Exhibit A attached hereto;

(b) the Owner has taken all action necessary to execute and deliver this Agreement;

(c) the execution and delivery of this Agreement by the Owner does not conflict with, violate, or constitute on the part of the Owner a breach or violation of any of the terms and provisions of, or constitute a default under (i) any existing constitution, law, or administrative rule or regulation, decree, order, or judgment; (ii) any corporate restriction or any bond, debenture, note, mortgage, indenture, agreement, or other instrument to which the Owner is a party or by which the Owner is or may be bound or to which any of the property or assets of the Owner is or may be subject; or (iii) the creation and governing instruments of the Owner, if applicable;

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity by or before any court or public board or body and to which the Owner is a party, or threatened against the Owner (i) seeking to restrain or enjoin the levy or collection of the Assessments, (ii) contesting or affecting the establishment or existence, of the Owner or any of its officers or employees, its assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Owner, including its power to develop the Subject Property, or (iii) wherein an unfavorable decision, ruling, or finding would adversely affect the validity or enforceability or the execution and delivery by the Owner of this Agreement;

(e) the Owner has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Owner has not indicated their consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee;

(f) the Owner is not in default under any resolution, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the

Owner is subject, or by which it or its properties are or may be bound, which would have a material adverse effect on the development of the Subject Property;

(g) the Owner is in compliance and will comply in all material respects with all provisions of applicable law relating to the development of the Subject Property, including applying for all necessary permits;

(h) the Owner hereby consents in all respects to the Improvements and assessment methodology as described in the Designation Resolution and Assessment Ordinance, including as provided in the Act;

(i) the assessment bonds, together with funds and loans of the Owner, will be sufficient to complete the Improvements in order to achieve finished lots as contemplated in the Appraisal Report for New Salem Subdivision – Plat A (8 Proposed Commercial/Multi-Family Lots), prepared by Nielsen & Company, MAI, dated September 11, 2024;

(j) the undersigned are authorized to execute and deliver this Agreement for and on behalf of the Owner.

Section 2. Acknowledgment by the Owner. The Owner on behalf of itself, and its successors in title and assigns, hereby acknowledges and certifies that:

(a) the undersigned, on behalf of the Owner, are duly qualified representatives of the Owner with the power and authority to execute this Agreement for and on behalf of the Owner and have heretofore consulted their own counsel prior to the execution and delivery of this Agreement;

(b) the Owner has received a copy of the Designation Resolution, the Assessment Ordinance and any other information necessary to execute this Agreement;

(c) the consents set forth in Section 3 herein will benefit the Owner by expediting the assessment process and providing for the financing of the Improvements by the issuance of assessment bonds;

(d) the Assessments constitute a legal, valid and binding lien on the Subject Property;

(e) the Assessment Ordinance and the rights of the District thereunder with respect to the enforcement of the lien of the Assessments and all other conditions therein;

(f) the Owner has provided the pertinent information supporting the estimated cost of the Improvements, the allocation of square footage in the Assessment Area, the property description and tax parcel identifications of the Subject Property and the Assessment Area and the assessment list, each as included within or attached to the Assessment Ordinance, as applicable, and the District is

relying on this Agreement in order to issue its assessment bonds related to the Improvements;

(g) the levy of the Assessments on the Subject Property will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Owner is a party or to which its property or assets are subject;

(h) the Owner further acknowledges and agrees that if for any reason the Assessments are insufficient to complete the Improvements, the property owners within the Assessment Area may be responsible for paying any pro-rata share of additional costs required to complete the Improvements, including, but not limited to, an additional assessment on their property without any ability to contest such assessment;

(i) the Owner, notwithstanding Section 11-42-206(3)(e) of the Act, has provided the legal description and tax identification number of each parcel of property within the Assessment Area and shall be responsible for any errors related to such information;

(j) the District cannot guaranty or predict the interest rates of the assessment bonds related to the Assessment Area, which will have a direct impact on the amount of the Assessments;

(k) each parcel of property (including subdivided parcels, if applicable) within the Assessment Area shall initially be assessed by the Square Footage Methodology, as defined and further described in the Assessment Ordinance;

(l) the amount of the Assessment on the Subject Property reflects an equitable portion of the benefit the Subject Property will receive from the Improvements, but nevertheless, the Owner hereby consents to such Assessment as provided in Section 11-42-409(5) of the Act and acknowledges that such Assessment will be levied upon completion of the Annexation;

(m) the annexation of the Subject Property into the District has been authorized and approved by the District, but the certificate of annexation has not been received from the Utah Lt. Governor's office; nevertheless, the Owner enters into this Agreement and waives any defects or errors in connection with the annexation process; and

(n) the Owner has received consents to the Assessment and issuance of the assessment bonds described herein from all lienholders on the Subject Property whose consent is required.

Section 3. Consent by Owner. The Owner, on behalf of itself, and its successors in title and assigns, hereby consents to:

(a) the inclusion of the Subject Property in the Assessment Area and the designation of the Assessment Area for the purpose of financing the cost of the Improvements with assessments to be levied against properties within said Assessment Area, including the Subject Property, all as described in the Designation Resolution, the estimated costs of the Improvements, the method of assessment, and the Assessment Ordinance;

(b) the District financing the acquisition, construction and installation of the Improvements through the issuance of assessment bonds as provided in the Act;

(c) the allocation of Assessments as described in Exhibit A hereto and as further described in the Assessment Ordinance, including the square footage of each parcel of property within the Assessment Area and the levy of the Assessments upon completion of the Annexation;

(d) aggregation of all Assessments of all properties owned by the same owner (including an affiliate of such owner) as a single unified assessment against all properties owned by the same owner, as further described in the Assessment Ordinance;

(e) in accordance with Section 2(f) above, the Owner was responsible for providing the legal description and tax identification number of each parcel of property within the Assessment Area, and in the event of a shortfall described in Section 11-42-206(3)(e) of the Act, the Owner consents and agrees (i) to be held liable for and (ii) to pay such shortfall on behalf of the District;

(f) all foreclosure remedies of the Subject Property in accordance with the Act and the Assessment Ordinance;

(g) not suing or enjoining the levy, collection, or enforcement of the Assessment levied pursuant to the Assessment Ordinance or in any manner attacking or questioning the legality of said Assessment levied within the Assessment Area pursuant to the Assessment Ordinance; and

(h) the District imposing assessments to be paid in installments over a period of not to exceed thirty (30) years from the effective date of the Assessment Ordinance; and

Section 4. Waiver. The Owner, on behalf of itself, and its successors in title and assigns, hereby waives:

(a) any and all notice and hearing requirements set forth in the Act;

(b) its rights for contesting, protesting, or challenging the legality or validity of the equitability or fairness of the Assessments, or the creation and establishing of the Assessment Area, the adopting of the Assessment Ordinance or the levy and collection of Assessments pursuant to the Assessment Ordinance,

whether by notice to the District or by judicial proceedings, or by any other means, or the annexation of the Subject Property into the District;

(c) the right to have appointed by the District a board of equalization and review which would hear aggrieved property owners and recommend adjustments in assessments, if deemed appropriate, the right to a hearing before a board of equalization and review and the right to appeal from any determination of a board of equalization and review as provided in the Act;

(d) the right to pay cash for its assessment during a cash prepayment period which would otherwise extend for twenty-five (25) days after the adoption and publication of the Assessment Ordinance as provided in the Act;

(e) any right to contest its assessment, including but not limited to, the 60-day contestability period provided in Section 11-42-106 of the Act;

(f) any right to contest that the Improvements qualify as a publicly owned infrastructure, system or other facility that (i) the District is authorized to provide or (ii) is necessary or convenient to enable the District to provide a service that the District is authorized to provide and the Owner further acknowledges that it has consulted with counsel regarding the same; and

(g) any other procedures that the District may be required to follow in order to annex the Subject Property, designate an assessment area or to levy an assessment as described in the Designation Resolution and the Assessment Ordinance.

Section 5. Additional Certification. The Owner hereby agrees, without qualification, to execute an additional Acknowledgement, Waiver and Consent Agreement, in substantially the same form as this Agreement, upon completion of the annexation of the Subject Property into the District, if requested by the District in writing.

Section 6. Amendment. The Owner hereby acknowledges that bond counsel will rely on the representations, warranties, acknowledgments, consents, and agreements herein contained in issuing opinions relating to the levy of the assessments and the issuance of assessment bonds and consequently agrees that this Agreement may not be amended, modified, or changed without the prior written consent of the District and such bond counsel.

Section 7. Severability. The invalidity or un-enforceability in particular circumstances of any provision of this Agreement shall not extend beyond such provision or circumstances and no other provision hereof shall be affected by such invalidity or un-enforceability.

Section 8. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

Section 9. Successors and Assigns. This Agreement shall be binding upon the Owner and its successors and assigns.

Section 10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 11. Counterparts. This Agreement may be executed in several counterparts, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

Section 12. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Assessment Ordinance.

IN WITNESS WHEREOF, the undersigned, on behalf of the Owner, have hereunto executed this Agreement as of the date first hereinabove set forth.

OWNER:

NEW SALEM VISION 1 LLC, a Utah limited liability company, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By:

A handwritten signature in black ink, appearing to read "J. Sand B. R.", written over a horizontal line.

Managing Member

EXHIBIT A

TAX ID AND LEGAL DESCRIPTION OF
PROPERTY TO BE ASSESSED

Assessment Method and Amount*

Total Assessment	\$7,280,000
Assessment Methodology	Square Footage
Total Square Feet	1,300,294
Assessment Per Square Foot	\$5.5987338

Tax Parcel Number	Square Feet	Assessment Per Square Foot	Total Assessment
25:060:0038	130,522	\$5.5987338	\$730,757.93
25:060:0051**	327,060	5.5987338	1,831,121.88
25:060:0054	411,515	5.5987338	2,303,962.94
25:060:0058	87,035	5.5987338	487,285.80
25:060:0061	344,182	5.5987338	1,926,983.40

* Amounts have been rounded.

** The Assessment Area only includes a portion of this parcel.

Legal Description

The Assessment Area is more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LOAFER MT. PARKWAY AS DESCRIBED IN DEED ENTRY NO. 4108:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED S01°16'42"E ALONG THE SECTION LINE 1113.85 FEET AND WEST 165.57 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: S02°49'28"E 151.01 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 373.62 FEET WITH A RADIUS OF 1453.00 FEET THROUGH A CENTRAL ANGLE OF 14°43'58", CHORD: S09°27'32"E 372.59 FEET TO A POINT ON THE EASTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 1425:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES: S00°01'12"W 86.34 FEET ALONG AN EXISTING FENCE LINE AND THAT BOUNDARY LINE AGREEMENT DESCRIBED IN DEED ENTRY NO. 96632:1996; THENCE S89°53'12"W 720.36 FEET ALONG SAID BOUNDARY LINE AGREEMENT AND THE NORTH LINE OF PLAT "A", SPANISH FORK RANCHES SUBDIVISION TO THE SOUTHWEST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 1425:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES: N00°03'02"E 604.83 FEET; THENCE N89°53'12"E 651.18 FEET TO THE POINT OF BEGINNING.

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LOAFER MT. PARKWAY AS DESCRIBED IN DEED ENTRY NO. 4108:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED S01°16'42"E ALONG THE SECTION LINE 90.29 FEET AND WEST 203.74 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: S45°27'44"E 70.86 FEET; THENCE S00°00'08"W 232.19 FEET TO THE NORTH LINE OF THAT REAL PROPERTY, DESCRIBED IN DEED ENTRY NUMBER 25247:2023, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG THE NORTH, WEST, AND SOUTH LINES OF SAID REAL PROPERTY THE FOLLOWING THREE (3) COURSES: WEST 312.11

FEET; THENCE SOUTH 167.79 FEET; THENCE EAST 312.10 FEET TO SAID WESTERLY RIGHT-OF WAY LINE OF LOAFER MOUNTAIN PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF WAY LINE S00°00'08"W 294.89 FEET TO THE NORTH LINE OF THAT REAL PROPERTY, DESCRIBED IN DEED ENTRY NUMBER 31114:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG THE NORTH, WEST, AND SOUTH LINES OF SAID REAL PROPERTY THE FOLLOWING FOUR (4) COURSES: WEST 189.14 FEET; THENCE SOUTH 225.45 FEET; THENCE EAST 155.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 64.80 FEET WITH A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 92°49'28", CHORD: N43°35'16"E 57.95 FEET TO A POINT OF CUSP, AND SAID WESTERLY RIGHT-OF-WAY LINE OF LOAFER MOUNTAIN PARKWAY; THENCE S02°49'28"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE 95.38 FEET; THENCE S89°53'12"W 651.18 FEET; THENCE S00°03'02"W 604.83 FEET TO THE NORTH LINE OF PLAT "A", SPANISH FORK RANCHES SUBDIVISION; THENCE N88°44'30"W ALONG THE NORTH LINE OF SAID SUBDIVISION 301.11 FEET; THENCE NORTH 566.80 FEET; THENCE WEST 348.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF 1260 WEST STREET; THENCE N00°14'27"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE 50.27 FEET; THENCE EAST 251.71 FEET; THENCE N00°20'00"E 260.20 FEET; THENCE N89°56'00"E 248.07 FEET; THENCE NORTH 127.18 FEET; THENCE N89°57'51"E 149.32 FEET TO THE WEST LINE OF THAT REAL PROPERTY, DESCRIBED IN DEED ENTRY NUMBER 76640:2022 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, BEING AN EXISTING FENCE; THENCE ALONG SAID WEST LINE AND AN EXISTING FENCE N00°03'02"E 623.32 FEET TO THE NORTH LINE OF SAID REAL PROPERTY, AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 164; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S89°28'51"E 589.29 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

DESIGNATION RESOLUTION

(On file with District)

EXHIBIT C

ASSESSMENT ORDINANCE

(On file with District)

EXHIBIT B

LEGAL DESCRIPTION AND TAX ID NUMBERS OF
PROPERTIES TO BE ASSESSED

Parcel Identification Number	Owner Entity
25:060:0038	New Salem Vision 1 LLC
25:060:0051	New Salem Vision 1 LLC
25:060:0054	New Salem Vision 1 LLC
25:060:0058	New Salem Vision 1 LLC
25:060:0061	New Salem Vision 1 LLC

Legal Description

The Assessment Area is more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LOAFER MT. PARKWAY AS DESCRIBED IN DEED ENTRY NO. 4108:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED S01°16'42"E ALONG THE SECTION LINE 1113.85 FEET AND WEST 165.57 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: S02°49'28"E 151.01 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 373.62 FEET WITH A RADIUS OF 1453.00 FEET THROUGH A CENTRAL ANGLE OF 14°43'58", CHORD: S09°27'32"E 372.59 FEET TO A POINT ON THE EASTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 1425:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES: S00°01'12"W 86.34 FEET ALONG AN EXISTING FENCE LINE AND THAT BOUNDARY LINE AGREEMENT DESCRIBED IN DEED ENTRY NO. 96632:1996; THENCE S89°53'12"W 720.36 FEET ALONG SAID BOUNDARY LINE AGREEMENT AND THE NORTH LINE OF PLAT "A", SPANISH FORK RANCHES SUBDIVISION TO THE SOUTHWEST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 1425:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING TWO (2) COURSES: N00°03'02"E 604.83 FEET; THENCE N89°53'12"E 651.18 FEET TO THE POINT OF BEGINNING.

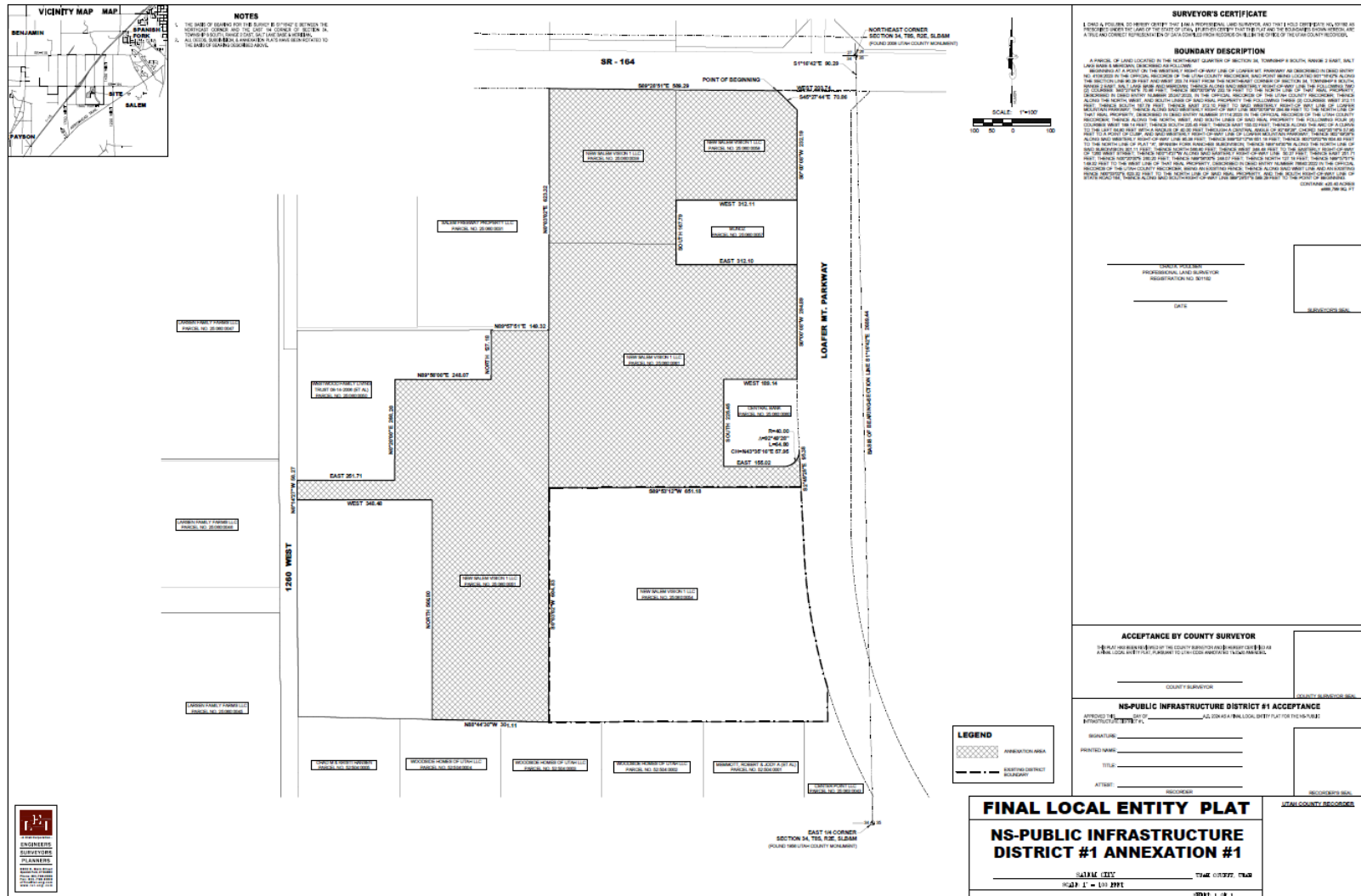
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LOAFER MT. PARKWAY AS DESCRIBED IN DEED ENTRY NO. 4108:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED S01°16'42"E ALONG THE SECTION LINE 90.29 FEET AND WEST 203.74 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: S45°27'44"E 70.86 FEET; THENCE S00°00'08"W 232.19 FEET TO THE NORTH LINE OF THAT REAL PROPERTY, DESCRIBED IN DEED ENTRY NUMBER 25247:2023, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG THE NORTH, WEST, AND SOUTH LINES OF SAID REAL PROPERTY THE FOLLOWING THREE (3) COURSES: WEST 312.11 FEET; THENCE SOUTH 167.79 FEET; THENCE EAST 312.10 FEET TO SAID WESTERLY

RIGHT-OF WAY LINE OF LOAFER MOUNTAIN PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF WAY LINE S00°00'08"W 294.89 FEET TO THE NORTH LINE OF THAT REAL PROPERTY, DESCRIBED IN DEED ENTRY NUMBER 31114:2023 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG THE NORTH, WEST, AND SOUTH LINES OF SAID REAL PROPERTY THE FOLLOWING FOUR (4) COURSES: WEST 189.14 FEET; THENCE SOUTH 225.45 FEET; THENCE EAST 155.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 64.80 FEET WITH A RADIUS OF 40.00 FEET THROUGH A CENTRAL ANGLE OF 92°49'28", CHORD: N43°35'16"E 57.95 FEET TO A POINT OF CUSP, AND SAID WESTERLY RIGHT-OF-WAY LINE OF LOAFER MOUNTAIN PARKWAY; THENCE S02°49'28"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE 95.38 FEET; THENCE S89°53'12"W 651.18 FEET; THENCE S00°03'02"W 604.83 FEET TO THE NORTH LINE OF PLAT "A", SPANISH FORK RANCHES SUBDIVISION; THENCE N88°44'30"W ALONG THE NORTH LINE OF SAID SUBDIVISION 301.11 FEET; THENCE NORTH 566.80 FEET; THENCE WEST 348.48 FEET TO THE EASTERLY RIGHT-OF-WAY OF 1260 WEST STREET; THENCE N00°14'27"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE 50.27 FEET; THENCE EAST 251.71 FEET; THENCE N00°20'00"E 260.20 FEET; THENCE N89°56'00"E 248.07 FEET; THENCE NORTH 127.18 FEET; THENCE N89°57'51"E 149.32 FEET TO THE WEST LINE OF THAT REAL PROPERTY, DESCRIBED IN DEED ENTRY NUMBER 76640:2022 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, BEING AN EXISTING FENCE; THENCE ALONG SAID WEST LINE AND AN EXISTING FENCE N00°03'02"E 623.32 FEET TO THE NORTH LINE OF SAID REAL PROPERTY, AND THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 164; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S89°28'51"E 589.29 FEET TO THE POINT OF BEGINNING

EXHIBIT C

MAP AND DEPICTION OF BOUNDARY OF THE ASSESSMENT AREA AND LOCATION OF IMPROVEMENTS



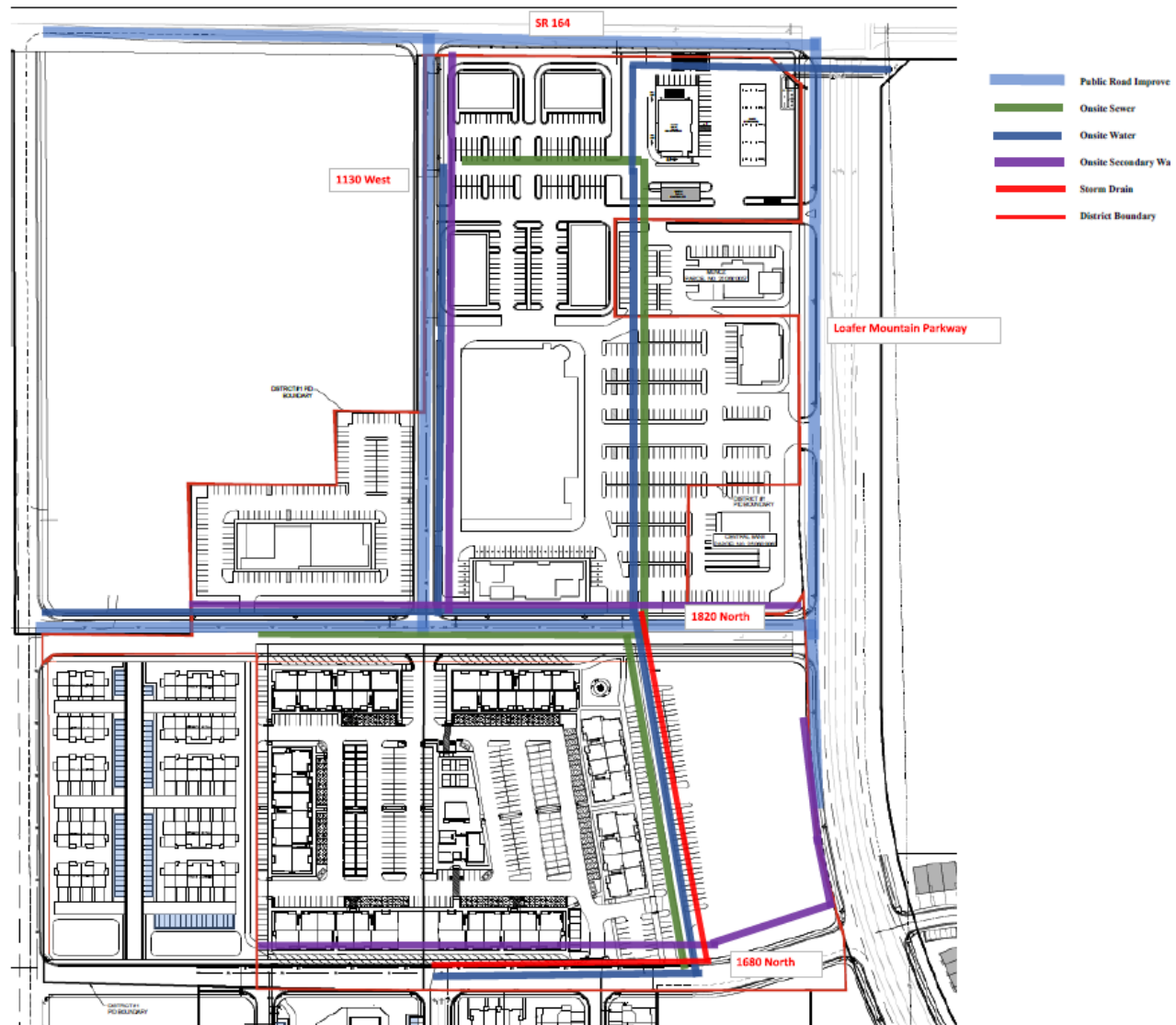


EXHIBIT D

CERTIFICATE OF PROJECT ENGINEER

CERTIFICATE OF PROJECT ENGINEER

The undersigned project engineer for the NS Assessment Area No. 1 (the “Assessment Area”) hereby certifies as follows:

1. I am a professional engineer engaged by the NS Public Infrastructure District No. 1 to perform the necessary engineering services to determine the estimated costs of the proposed infrastructure improvements benefitting property within the Assessment Area.

2. The estimated costs of the improvements to be acquired, constructed and/or installed benefitting property within the Assessment Area are set forth in the attachment hereto. Said estimated costs are based on a review of engineer estimates, developer estimates, appraisals reports and preliminary site plans for the type and location of said proposed improvements as of the date hereof. The proposed improvements have a weighted average useful life of not less than 35.02 years.

By: Chase Hanusa
Chase Hanusa PE
The Connexion Group – Civil, LLC

Date: September 30, 2024

ATTACHMENT

Attachment A: NS PID No.1 Cost Estimate

Item	QTY	UNIT	UNIT COST	TOTAL COST	PUBLIC	PRIVATE	Useful Life (Years)	Useful Life Weighted Average (Years)
Off-Site Costs								
SR 164 Improvements								
Permit	1	LS	\$3,150.00	\$3,150.00	\$3,150.00	\$0.00	15	0.01
Grubbing along ROW	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	70	0.05
6" HMA w/ fine grading	9,000	SF	\$7.50	\$67,500.00	\$67,500.00	\$0.00	15	0.18
8" Road base Placement	9,000	SF	\$2.00	\$18,000.00	\$18,000.00	\$0.00	25	0.08
Import Fill for ROW	500	TN	\$15.00	\$7,500.00	\$7,500.00	\$0.00	70	0.09
Sawcut and Remove Asphalt	1,200	SF	\$2.45	\$2,940.00	\$2,940.00	\$0.00	15	0.01
Curb and Gutter	650	LF	\$26.00	\$16,900.00	\$16,900.00	\$0.00	20	0.06
Backfill C&G	650	LF	\$3.00	\$1,950.00	\$1,950.00	\$0.00	20	0.01
Curb Cut	1	LS	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00	20	0.02
Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	40	0.07
SR 164 Improvements (Off-site)								
Grubbing along UDOT ROW	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	70	0.05
6" HMA w/ fine grading	6,500	SF	\$7.50	\$48,750.00	\$48,750.00	\$0.00	15	0.13
8" Road base Placement	6,500	SF	\$2.00	\$13,000.00	\$13,000.00	\$0.00	25	0.06
Import Fill for ROW	350	TN	\$15.00	\$5,250.00	\$5,250.00	\$0.00	70	0.06
Sawcut and Remove Asphalt	1,500	SF	\$2.45	\$3,675.00	\$3,675.00	\$0.00	15	0.01
Curb and Gutter	650	LF	\$26.00	\$16,900.00	\$16,900.00	\$0.00	20	0.06
Backfill C&G	650	LF	\$3.00	\$1,950.00	\$1,950.00	\$0.00	20	0.01
Curb Cut	1	LS	\$5,500.00	\$5,500.00	\$5,500.00	\$0.00	20	0.02
Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	20	0.04
Loafer Mountain Parkway								
Permit	1	LS	\$3,150.00	\$3,150.00	\$3,150.00	\$0.00	15	0.01
Grubbing along ROW	1	LS	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00	70	0.10
6" HMA w/ fine grading	18,000	SF	\$7.50	\$135,000.00	\$135,000.00	\$0.00	15	0.36
8" Road base Placement	18,000	SF	\$2.00	\$36,000.00	\$36,000.00	\$0.00	25	0.16
Import Fill for ROW	1,000	TN	\$15.00	\$15,000.00	\$15,000.00	\$0.00	70	0.18
Sawcut and Remove Asphalt	3,500	SF	\$2.45	\$8,575.00	\$8,575.00	\$0.00	15	0.02
10' trail	17,000	SF	\$3.00	\$51,000.00	\$51,000.00	\$0.00	15	0.13
Handicap Ramps	6	EA	\$2,500.00	\$15,000.00	\$15,000.00	\$0.00	20	0.05
Curb and Gutter	1,700	LF	\$26.00	\$44,200.00	\$44,200.00	\$0.00	20	0.16
Backfill C&G	1,700	LF	\$3.00	\$5,100.00	\$5,100.00	\$0.00	20	0.02
Curb Cut	1	LS	\$5,500.00	\$5,500.00	\$5,500.00	\$0.00	20	0.02
Construct Drainage Swale	1	LS	\$7,000.00	\$7,000.00	\$7,000.00	\$0.00	30	0.04
Street Lights	7	EA	\$8,000.00	\$56,000.00	\$56,000.00	\$0.00	30	0.29
Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	20	0.05
Off-Site Utilities								
Earthwork	1	LS	\$120,000.00	\$120,000.00	\$40,000.00	\$80,000.00	70	0.49
Sanitary Sewer	1	LS	\$2,220,000.00	\$2,220,000.00	\$740,000.00	\$1,480,000.00	40	5.20
Storm Sewer	1	LS	\$120,000.00	\$120,000.00	\$40,000.00	\$80,000.00	40	0.28
Culinary Water	1	LS	\$870,000.00	\$870,000.00	\$290,000.00	\$580,000.00	40	2.04
Offsite Gas Contribution	1	LS	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00	40	0.00
Offsite Power Installation	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00	40	1.76
Sewer Treatment Plant Contribution	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	40	0.70
New Salem Power Substation Contribution	1	LS	\$400,000.00	\$400,000.00	\$400,000.00	\$0.00	40	2.81
Commercial Area A (Spine Infrastructure)								
General								
Mobilization	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	30	0.16
Traffic Control	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	30	0.05
Erosion Control	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00	30	0.13
Street Lights	13	EA	\$8,000.00	\$104,000.00	\$104,000.00	\$0.00	30	0.55
Signs and Striping	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	10	0.03
Fencing	1	LS	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00	15	0.00
ROW Landscaping	1	LS	\$80,000.00	\$80,000.00	\$80,000.00	\$0.00	50	0.70
Entry Monuments	1	LS	\$250,000.00	\$250,000.00	\$0.00	\$250,000.00	20	0.00
Earthwork								
Clear and Grub	120,000	SY	\$0.20	\$24,000.00	\$12,000.00	\$12,000.00	70	0.15
Cut/Fill	80,000	CY	\$4.00	\$320,000.00	\$160,000.00	\$160,000.00	70	1.97
Compaction Testing	1	LS	\$21,000.00	\$21,000.00	\$21,000.00	\$0.00	70	0.26
Dry Utilities								
Power Installation	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	40	0.70
Gas Installation	1	LS	\$150,000.00	\$150,000.00	\$0.00	\$150,000.00	40	0.00
Concrete Flatwork								
Curb and Gutter	6,100	LF	\$26.00	\$158,600.00	\$158,600.00	\$0.00	20	0.56
Backfill C&G	6,100	LF	\$3.00	\$18,300.00	\$18,300.00	\$0.00	20	0.06
5' Sidewalk 4" Thick With Road base	5,600	LF	\$41.50	\$232,400.00	\$232,400.00	\$0.00	20	0.82
Handicap Ramps	14	EA	\$2,500.00	\$35,000.00	\$35,000.00	\$0.00	20	0.12
Concrete Manhole Collar	10	EA	\$575.00	\$5,750.00	\$5,750.00	\$0.00	20	0.02
Concrete Valve Collar	25	EA	\$475.00	\$11,875.00	\$11,875.00	\$0.00	20	0.04
Survey Monument	4	EA	\$700.00	\$2,800.00	\$2,800.00	\$0.00	20	0.01

Asphalt								
4" HMA w/ fine grading	142,000	SF	\$2.50	\$355,000.00	\$355,000.00	\$0.00	15	0.93
8" Road base Placement	142,000	SF	\$2.00	\$284,000.00	\$284,000.00	\$0.00	15	0.75
Import Fill for ROW	8,000	TN	\$15.00	\$120,000.00	\$120,000.00	\$0.00	70	1.47
10' trail	5,100	SF	\$3.00	\$15,300.00	\$15,300.00	\$0.00	15	0.04
Saw Cut Existing	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	15	0.01
Water								
8" C-900 Water Main Subdivision	1,340	LF	\$40.00	\$53,600.00	\$53,600.00	\$0.00	40	0.38
12" C-900 Water Main Subdivision	1,000	LF	\$55.00	\$55,000.00	\$55,000.00	\$0.00	40	0.39
Waterline Plug	1	EA	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	40	0.03
8" Tee	1	EA	\$1,400.00	\$1,400.00	\$1,400.00	\$0.00	40	0.01
12"x8" Tee	1	EA	\$2,600.00	\$2,600.00	\$2,600.00	\$0.00	40	0.02
8" Gate Valves	6	EA	\$3,000.00	\$18,000.00	\$18,000.00	\$0.00	40	0.13
12" Gate Valves	4	EA	\$5,000.00	\$20,000.00	\$20,000.00	\$0.00	40	0.14
Fire Hydrants	7	EA	\$9,000.00	\$63,000.00	\$63,000.00	\$0.00	40	0.44
Pressure Test Culinary Water	1	EA	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	40	0.02
Connect To Existing Culinary Water Pipes Stubs	3	EA	\$2,200.00	\$6,600.00	\$6,600.00	\$0.00	40	0.05
Water Service	10	EA	\$7,500.00	\$75,000.00	\$75,000.00	\$0.00	40	0.53
Import Sand Bedding/Backfill	3,700	TN	\$14.00	\$51,800.00	\$51,800.00	\$0.00	40	0.36
Pressure Irrigation								
8" P.I Main	3,600	LF	\$40.00	\$144,000.00	\$144,000.00	\$0.00	40	1.01
Blowoffs	2	EA	\$3,500.00	\$7,000.00	\$7,000.00	\$0.00	40	0.05
8" Gate Valves	8	EA	\$3,000.00	\$24,000.00	\$24,000.00	\$0.00	40	0.17
8" Tees	2	EA	\$1,400.00	\$2,800.00	\$2,800.00	\$0.00	40	0.02
8" Bends	8	EA	\$1,200.00	\$9,600.00	\$9,600.00	\$0.00	40	0.07
Pressure Test Irrigation Water	1	EA	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	40	0.01
Connect To Existing P.I Stubs	2	EA	\$1,700.00	\$3,400.00	\$3,400.00	\$0.00	40	0.02
Irrigation Services	10	EA	\$4,000.00	\$40,000.00	\$40,000.00	\$0.00	40	0.28
Import Sand Bedding/Backfill	5,750	TN	\$14.00	\$80,500.00	\$80,500.00	\$0.00	40	0.57
Land Drain								
12" PVC Land Drain	1,200	LF	\$53.00	\$63,600.00	\$63,600.00	\$0.00	40	0.45
48" Manhole	4	EA	\$4,700.00	\$18,800.00	\$18,800.00	\$0.00	40	0.13
Bends	1	EA	\$7,100.00	\$7,100.00	\$7,100.00	\$0.00	40	0.05
Land Drain Testing	1	LS	\$4,800.00	\$4,800.00	\$4,800.00	\$0.00	40	0.03
Import Gravel Bedding	1,200	TN	\$25.00	\$30,000.00	\$30,000.00	\$0.00	40	0.21
Import Sand Backfill	4,800	TN	\$14.00	\$67,200.00	\$67,200.00	\$0.00	40	0.47
Sanitary Sewer								
8" Sewer Line	1,400	LF	\$33.00	\$46,200.00	\$46,200.00	\$0.00	40	0.32
4" Laterals	10	EA	\$2,500.00	\$25,000.00	\$0.00	\$25,000.00	40	0.00
Connect Sewer to Existing	2	EA	\$10,000.00	\$20,000.00	\$20,000.00	\$0.00	40	0.14
Sewer Manhole	5	EA	\$5,200.00	\$26,000.00	\$26,000.00	\$0.00	40	0.18
Sewer Testing	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	40	0.35
Import Gravel Bedding	1,400	TN	\$25.00	\$35,000.00	\$35,000.00	\$0.00	40	0.25
Import Sand Backfill	5,600	TN	\$14.00	\$78,400.00	\$78,400.00	\$0.00	40	0.55
Storm Sewer								
12" RCP Storm Drain	400	LF	\$50.00	\$20,000.00	\$20,000.00	\$0.00	40	0.14
18" RCP Storm Drain	1,500	LF	\$75.00	\$112,500.00	\$112,500.00	\$0.00	40	0.79
4' STM Manhole	6	EA	\$4,000.00	\$24,000.00	\$24,000.00	\$0.00	30	0.13
Curb Inlet Box	10	EA	\$4,200.00	\$42,000.00	\$42,000.00	\$0.00	30	0.22
Connect to Existing Storm	3	EA	\$2,600.00	\$7,800.00	\$7,800.00	\$0.00	40	0.05
Storm Drain Testing	1	LS	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	40	0.03
Import Gravel Bedding	540	TN	\$25.00	\$13,500.00	\$13,500.00	\$0.00	40	0.09
Import Sand Backfill	3,500	TN	\$14.00	\$49,000.00	\$49,000.00	\$0.00	40	0.34
			Subtotal	\$8,592,215.00	\$5,695,215.00	\$2,897,000.00	Weighted Average Useful Life ^{2/} :	35.02
		Construction Contingency	15%	\$1,288,832.25	\$854,282.25	\$434,550.00		
		Right of Way Acquisition		\$1,600,000.00	\$1,600,000.00	\$0.00		
		Water Rights and Fees		\$300,000.00	\$300,000.00	\$0.00		
		Planning, Engineering, and Design	3%	\$257,766.45	\$170,856.45	\$86,910.00		
		Survey and Geotech	2%	\$171,844.30	\$113,904.30	\$57,940.00		
		Project Management Fee	3%	\$257,766.45	\$170,856.45	\$86,910.00		
		TOTAL		\$12,468,424.45	\$8,905,114.45	\$3,563,310.00		

Cost Estimate Developed By: The Connexion Group - Civil, LLC

Notes:

1/ Costs presented are an estimate based on current project understanding and are for planning purposes only.

2/ Weighted Average Useful life is a weighted average of the public improvements estimated useful life and assumes typical maintenance is completed.