WHEN RECORDED, RETURN TO:

Randall M. Larsen
Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah 84101

BRIXTON INFRASTRUCTURE FINANCING DISTRICT
BRIXTON ASSESSMENT AREA

DESIGNATION RESOLUTION

DATED AS OF FEBRUARY 7, 2025

WHEREAS, the Board of Trustees (the "Board") of Brixton Infrastructure Financing District (the "District"), adopted Resolution No. 2025-05 on February 7, 2025, pursuant to which the Board authorized and approved the form of this Designation Resolution; and

BE IT RESOLVED by the Board of Trustees of Brixton Infrastructure Financing District, 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 owner (the "Owner") 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 "Brixton Assessment Area" (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 167.20-acre residential development (the "Development"). The district plans to levy the assessments to finance the Improvements within the Development. The Improvements are more particularly described as follows:

-Sewer improvements, including, but not limited to, mains, lift stations, manholes and manhole linings, sewer cleanouts, and laterals (various sizes).

-Water improvements, including but not limited to, mains, valves, tees/crosses, bends, thrust bonds, fire hydrants, blow offs and appurtenances (various sizes).

-Roads and roadway improvements including, but not limited to, rights of way, earthwork, curbs, gutters, sidewalks, street signage, centerline monuments, conduit crossings, street striping, streetlights and mailboxes.

-Storm drain improvements, including but, but not limited to, storm drain pipes, catch basins, junction boxes, inlets, culverts, cleanouts, trash racks, rip-rap and geotextile fabric.

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 owner 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 Owner has 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 (30) years and that it is in the District and the Owner's 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 $70,698,256, of which $38,505,000 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 6.26% 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 using an equivalent residential unit ("ERU") as follows:

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

Improvements	Assessment	Assessment Method	Assessment Per ERU
All above-described Improvements	$38,505,000	ERU	$60,996.83

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 Owner has 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 Owner has 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 Secretary/Clerk 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 15 days of the completion of this Resolution, the Secretary/Clerk 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 February 7, 2025.

BRIXTON INFRASTRUCTURE FINANCING DISTRICT

By: ______________________________
Chair

ATTEST:

By: ______________________________
Secretary/Clerk

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this February 10, 2025 by JAMES HORSLEY, the Chair of the Board of Trustees of Brixton Infrastructure Financing District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.

BRADEN ALLEN HANSEN
Notary Public - State of Utah
My Commission Expires
06/06/2028
Commission #737575

NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this February 10, 2025 by TREY GRSAK, the Secretary/Clerk of Brixton Infrastructure Financing District (the "District"), who represented and acknowledged that s/he signed the same for and on behalf of the District.

NOTARY PUBLIC

BRADEN ALLEN HANSEN
Notary Public - State of Utah
My Commission Expires
06/06/2028
Commission #737575

EXHIBIT A

ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

ACKNOWLEDGMENT, WAIVER AND CONSENT AGREEMENT

This Acknowledgment, Waiver and Consent Agreement (this "Agreement") is entered into February 7, 2025, by Saratoga 262 Partners 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 a portion of the property to be assessed within the Assessment Area described herein.

2. The Owner desires that Brixton Infrastructure Financing District (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, capitalized interest, and debt issuance costs, is estimated at $70,698,256, of which $38,505,000 shall be assessed against the properties benefited 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 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 "Brixton Assessment Area" (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 and the District desire to 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.

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 Brixton Infrastructure District, prepared by Colliers International Valuation & Advisory Services, dated December 10, 2024;

(j) each entity comprising the Owner is an affiliate (within the meaning of the Assessment Ordinance) with respect to each other entity comprising the Owner;

(k) the Subject Property is located in Saratoga Springs, in Utah County, Utah, and the legal description of the Subject Property contained in the Designation Resolution, the Assessment Ordinance, and Exhibit A hereto is an accurate and complete description of the real property it is intended to describe; and

(l) 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, is a duly qualified representative of the Owner with the power and authority to execute this Agreement for and on behalf of the Owner and has heretofore consulted his/her 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 Owners have provided the pertinent information supporting the estimated cost of the Improvements, the allocation of Equivalent Residential Units ("ERUs") in the Assessment Area, the property description and tax parcel identifications of the Subject Property and the Assessment Area and the assessment list attached to the Assessment Ordinance, 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 have an allocation of ERUs;

(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

(m) 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 number of ERUs attributable to each unit type;

(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, 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 an assessment resolution.

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;

(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 30-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 designate an assessment area or to levy an assessment as described in the Designation Resolution and the Assessment Ordinance.

Section 5. 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 6. 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 7. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation hereof.

Section 8. Successors and Assigns. This Agreement shall be binding upon the Owner and its successors and assigns.

Section 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 10. 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 11. 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, has hereunto executed this Agreement as of the date first hereinabove set forth.

OWNER:

SARATOGA 262 PARTNERS LLC, a Utah limited liability company, as property owner with respect to the real property attributed to such entity in Exhibit A hereto

By: ______________________________
Managing Member

EXHIBIT A

TAX ID AND LEGAL DESCRIPTION OF PROPERTY TO BE ASSESSED

Assessment Method and Amount*

Total Assessment	$38,505,000.00
Total ERUs	631.26
Assessment Per ERU	$60,996.83

PRODUCT TYPE	DESCRIPTION/ (AVE. ACREAGE)	NUMBER OF LOTS	ERUS/LOT	LIEN PER LOT	TOTAL ASSESSMENT
1	Corner Lot (0.14)	21	1.05	$63,996.68	$1,343,930.28
2	Interior Lot (0.14)	132	1.00	60,996.83	8,051,581.56
3	Corner Lot (0.18)	26	1.25	75,996.05	1,975,897.30
4	Interior Lot (0.18)	83	1.19	72,662.89	6,031,019.87
5	Interior Lot (0.21)	12	1.31	79,662.53	955,950.36
6	Corner Lot (0.23)	34	1.44	87,662.11	2,980,511.74
7	Interior Lot (0.23)	84	1.39	84,995.59	7,139,629.56
8	Cul De Sac (0.23)	3	1.44	87,662.11	262,986.33
9	Corner Lot (0.28)	7	1.44	87,995.43	615,968.01
10	Corner Lot (0.33)	9	1.70	103,994.60	935,951.40
11	Interior Lot (0.33)	34	1.53	93,328.49	3,173,168.66
12	Corner Lot (0.50)	10	2.26	137,992.83	1,379,928.30
13	Interior Lot (0.50)	28	2.14	130,659.88	3,658,476.64
TOTAL		**483**			**$38,505,000.00**

Parcel ID	ERUs	Total Assessment
58-041-0299; 58-041-0297**; 58-041-0302**	631.26	$38,505,000.00

* Figures have been rounded
** Only a portion of these parcels are within the Assessment Area.

<u>Legal Description</u>

The Assessment Area is more particularly described as follows:

A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50’07” EAST, 1,047.92 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH 00°00’00” WEST, 1,410.18 FEET TO A POINT ON THE WEST LINE OF BRIXTON PLAT A, AND THE POINT OF BEGINNING; RUNNING THENCE ALONG SAID PLAT A THE FOLLOWING FOURTEEN (14) COURSES: (1) SOUTH 00°00’00” EAST, 638.33 FEET, (2) NORTH 90°00’00” EAST, 105.00 FEET, (3) SOUTH 00°00’00” EAST, 95.81 FEET, (4) SOUTH 90°00’00” WEST, 190.11 FEET, (5) SOUTH 00°00’00” WEST, 248.44 FEET, (6) NORTH 90°00’00” EAST, 249.11 FEET, (6) NORTH 00°00’00” WEST, 238.71 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT, (7) ALONG SAID CURVE 18.85 FEET, THROUGH A CENTRAL ANGLE OF 90°00’00” (CHORD BEARS NORTH 45°00’00” EAST, 16.97 FEET), (8) NORTH 90°00’00” EAST, 509.72 FEET TO THE BEGINNING OF A 179.41 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (9) ALONG SAID CURVE 120.30 FEET, THROUGH A CENTRAL ANGLE OF 38°25’12” (CHORD BEARS NORTH 70°46’07” EAST, 118.06 FEET), (10) NORTH 52°48’30” EAST, 93.47 FEET TO THE BEGINNING OF A 12.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (11) ALONG SAID CURVE 18.42 FEET, THROUGH A CENTRAL ANGLE OF 87°57’17” (CHORD BEARS SOUTH 82°57’55” EAST, 16.67 FEET), (12) NORTH 51°33’15” EAST, 59.05 FEET TO THE BEGINNING OF A 3,555.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (13) ALONG SAID CURVE 77.70 FEET, THROUGH A CENTRAL ANGLE OF 01°15’07” (CHORD BEARS NORTH 37°49’ 12” WEST, 77.69 FEET), (14) NORTH 53°18’55” EAST, 130.51 FEET TO THE BEGINNING OF A 3,425.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 962.42 FEET, THROUGH A CENTRAL ANGLE OF 16°06’00” (CHORD BEARS SOUTH 45°15’48” EAST, 959.26 FEET); THENCE SOUTH 00°23’52” EAST, 117.57 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 NORTH 89°41’26” WEST, 2,533.28 FEET TO THE CLOSING CORNER OF SECTIONS 3 AND 4 OF TOWNSHIP 6 SOUTH, RANGE 1 WEST; THENCE NORTH 89°39’32” WEST, 210.78 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 89°52’27” WEST, 2,652.13 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE | WEST; THENCE NORTH 00°28’ 16” EAST, 2,679.23 FEET; THENCE SOUTH 89°19711” EAST, 1,251.78 FEET TO THE WEST LINE OF A SPECIAL WARRANTY DEED RECORDED IN THE UTAH COUNTY RECORDER’S OFFICE AUGUST, 21, 2024, ENTRY 56516:2024; THENCE ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00°00’00” EAST, 129.55 FEET, (2) NORTH 89°19’11” WEST, 129.51 FEET, (3) SOUTH 00°00’00” EAST, 322.15 FEET, (4) SOUTH 32°22’11” EAST, 1,344.35 FEET, (5) NORTH 57°42’00” EAST, 127.90 FEET; THENCE SOUTH 32°18’00” EAST, 185.99 FEET TO

THE BEGINNING OF A 350.00 FOOT RADIUS CURVE TO THE LEFT AND A POINT ON THE WESTERLY LINE OF PROPOSED BRIXTON PARK PLAT B, PHASE 7; THENCE ALONG SAID PHASE 7 THE FOLLOWING SIXTEEN (16) COURSES: (1) ALONG SAID CURVE 351.70 FEET, THROUGH A CENTRAL ANGLE OF 57°34'27" (CHORD BEARS SOUTH 61°05'13" EAST, 337.09 FEET), (2) SOUTH 89°52'26" EAST, 573.66 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (3) ALONG SAID CURVE 11.32 FEET, THROUGH A CENTRAL ANGLE OF 32°25'51" (CHORD BEARS NORTH 73°54'47" EAST, 11.17 FEET), (4) NORTH 57°42'00" EAST, 87.23 FEET, (5) NORTH 32°18'00" WEST, 85.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (6) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET), (7) NORTH 57°42'00" EAST, 70.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (8) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET), (9) NORTH 57°42'00" EAST, 77.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (10) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET), (11) NORTH 57°42'00" EAST, 235.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, (12) ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET), (13) SOUTH 32°18'00" EAST, 66.63 FEET, (14) NORTH 58°38'14" EAST, 117.04 FEET, (15) NORTH 73°51'00" EAST, 167.36 FEET, (16) NORTH 90°00'00" EAST, 73.33 FEET TO THE WEST LINE OF SAID BRIXTON PLAT A AND THE POINT OF BEGINNING.

PARCEL CONTAINS 6,858,892 SQ. FT. OR 157.459 ACRES, MORE OR LESS.

ALSO: A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°50'07" EAST, 1,047.92 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°00'00" EAST, 261.68 FEET TO THE POINT OF BEGINNING; RUNNING THENCE SOUTH 00°00'00" EAST, 438.47 FEET; THENCE NORTH 90°00'00" WEST, 317.00 FEET TO THE BEGINNING OF A 179.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 100.91 FEET, THROUGH A CENTRAL ANGLE OF 32°18'00" (CHORD BEARS SOUTH 73°51'00" WEST, 99.58 FEET); THENCE SOUTH 57°42'00" WEST, 495.58 FEET; THENCE NORTH 32°18'00" WEST, 364.63 FEET; THENCE NORTH 57°42'00" EAST, 140.00 FEET; THENCE SOUTH 61°25'29" EAST, 121.22 FEET; THENCE NORTH 57°42'00" EAST, 120.00 FEET; THENCE SOUTH 32°18'00" EAST, 138.74 FEET; THENCE NORTH 57°42'00" EAST, 176.57 FEET TO THE BEGINNING OF A 299.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 168.56 FEET, THROUGH A CENTRAL ANGLE OF 32°17'58" (CHORD BEARS NORTH 73°50'59" EAST, 166.33 FEET); THENCE NORTH 89°59'58" EAST, 188.69 FEET; THENCE NORTH 00°09'53" EAST, 123.71 FEET TO THE BEGINNING OF A 179.00

FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 81.48 FEET, THROUGH A CENTRAL ANGLE OF 26°04’53” (CHORD BEARS NORTH 12°52’34” WEST, 80.78 FEET); THENCE NORTH 25°55’00” WEST, 32.58 FEET; THENCE NORTH 76°59’37” WEST, 93.99 FEET; THENCE SOUTH 60°58’04” WEST, 39.30 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 50.93 FEET, THROUGH A CENTRAL ANGLE OF 29°10’49” (CHORD BEARS SOUTH 75°33’29” WEST, 50.38 FEET); THENCE NORTH 89°51°06” WEST, 461.54 FEET TO THE BEGINNING OF A 149.00 FOOT RADIUS CURVE TO THE LEFT., THENCE ALONG SAID CURVE 60.86 FEET, THROUGH A CENTRAL ANGLE OF 23°24’ 16” (CHORD BEARS SOUTH 78°26’45” WEST, 60.44 FEET); THENCE NORTH 23°15’23” WEST, 117.24 FEET; THENCE NORTH 80°43’50” EAST, 28.51 FEET; THENCE SOUTH 89°51’06” EAST, 500.00 FEET; THENCE SOUTH 00°08’54” WEST, 10.50 FEET; THENCE NORTH 81°13’19” EAST, 111.50 FEET; THENCE SOUTH 81°26’37” EAST, 63.37 FEET; THENCE NORTH 90°00’00” EAST, 201.02 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 290,107 SQ. FT. OR 6.660 ACRES, MORE OR LESS.

BASIS OF BEARINGS: FROM A 3”, 1959 UTAH COUNTY, BRASS CAP MONUMENTING THE QUARTER CORNER COMMON TO SECTION 33 AND SECTION 34, TOWNSHIP 5 SOUTH, RANGE | WEST, SALT LAKE BASE AND MERIDIAN TO AN LEI ENG. REBAR AND CAP MONUMENTING THE CENTER OF SAID SECTION 34, A BEARING OF SOUTH 89°50’07” EAST IS ASSUMED

TOTAL AREA: 7,148,999 SQ. FT. OR 164.118 ACRES, MORE OR LESS.

THE FOLLOWING PARCELS ARE SPECIFICALLY AND INTENTIONALLY EXCLUDED FROM THE BOUNDARIES AND JURISDICTION OF THIS DISTRICT DESPITE POTENTIAL OVERLAPS EXISTING IN THE RECORD TITLE AND THE OWNERS OF THESE PARCELS SHALL NOT BE ASSESSED, TAXED, OR INCLUDED FOR ANY PURPOSE IN THIS DISTRICT UNLESS THEY ARE PROPERLY AND LEGALLY ANNEXED INTO THE DISTRICT.

35:843:0170, 35:843:0172, 35:843:0172, 58:041:0280, 58:041:0296, 58:041:0186

EXHIBIT B

DESIGNATION RESOLUTION

[INTENTIONALLY
OMITTED]

EXHIBIT C

ASSESSMENT ORDINANCE

[INTENTIONALLY
OMITTED]

EXHIBIT B

LEGAL DESCRIPTION AND TAX ID NUMBERS OF PROPERTIES TO BE ASSESSED

Parcel ID	**Property Owner**
58-041-0299	Saratoga 262 Partners LLC
58-041-0297*	Saratoga 262 Partners LLC
58-041-0302*	Saratoga 262 Partners LLC

* Only a portion of these parcels are within the Assessment Area.

Legal Description

The Assessment Area is more particularly described as follows:

A PARCEL OF GROUND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

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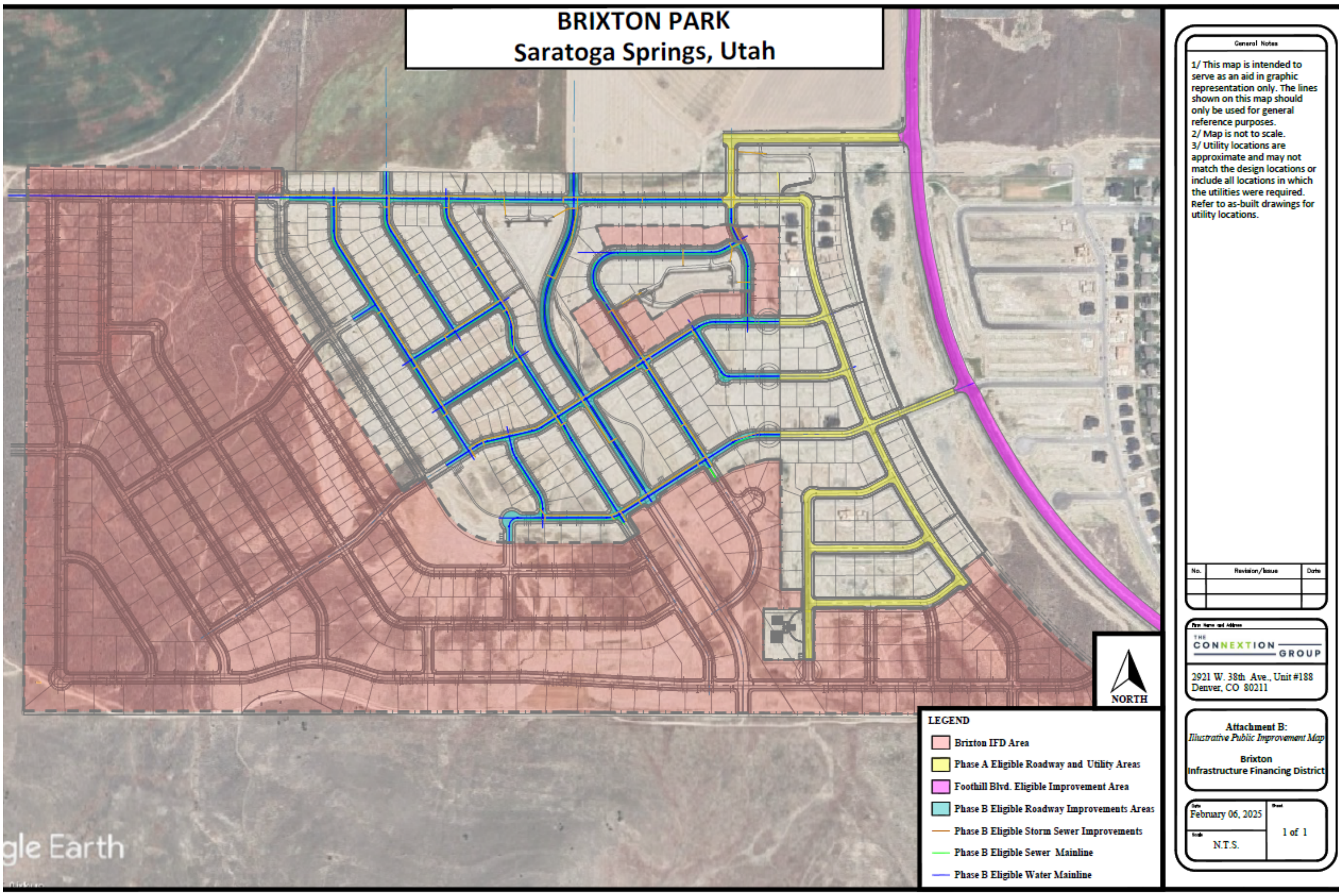
35:843:0170, 35:843:0172, 35:843:0172, 58:041:0280, 58:041:0296, 58:041:0186

<u>EXHIBIT C</u>

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



<u>EXHIBIT D</u>

CERTIFICATE OF PROJECT ENGINEER

CERTIFICATE OF PROJECT ENGINEER

The undersigned project engineer for the Brixton Assessment Area (the "Assessment Area") hereby certifies as follows:

1. I am a professional engineer engaged by the Brixton Infrastructure Financing District to perform the necessary engineering services to determine the costs of proposed infrastructure improvements benefiting property within the Assessment Area.

2. Based on the Engineer's current project understanding, 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 concept plans, construction drawings and/or bids 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 37.7 years.

By: ______________________________
The Connextion Group – Civil, LLC
Barrett Marrocco, PE

Date: February 10, 2025

ATTACHMENT

Attachment A: Brixton IFD Engineer Summary

THE CONNEXTION GROUP

Description	Total Quantity	Unit	Unit Cost	Extension	Eligible Amount	Non-Eligible Amount	Useful Life	Useful Life Factor	NOTES
Brixton A									
Mobilization - Brixton A									
Mobilization	1.00	LS	31,212.00	$31,212.00	$31,212.00	$0.00	37.70	0.05	
SWPPP									
Sweeping	1.00	LS	20,000.00	$20,000.00	$20,000.00	$0.00	37.70	0.03	
Silt Fence	1.00	LS	20,000.00	$20,000.00	$20,000.00	$0.00	37.70	0.03	
Construction Entrance	1.00	LS	17,000.00	$17,000.00	$17,000.00	$0.00	37.70	0.03	
Inlet Protection	1.00	LS	7,000.00	$7,000.00	$7,000.00	$0.00	37.70	0.01	
Toilet	1.00	LS	5,600.00	$5,600.00	$5,600.00	$0.00	37.70	0.01	
Washout	1.00	LS	14,250.00	$14,250.00	$14,250.00	$0.00	37.73	0.02	
Earthwork									
Strip Topsoil ROW	10,396.00	CY	2.00	$20,792.00	$20,792.00	$0.00	75.00	0.07	
On Site Cut to Fill	17,742.00	CY	7.00	$124,194.00	$124,194.00	$0.00	75.00	0.39	
Pond Ex	3,600.00	CY	5.00	$18,000.00	$18,000.00	$0.00	75.00	0.06	
Subgrade Prep	465,286.00	SF	0.08	$37,222.88	$37,222.88	$0.00	75.00	0.12	
Sewer									
8" SDR-35 Sewer	6,265.00	LF	60.00	$375,900.00	$375,900.00	$0.00	40.00	0.63	
4" Sewer Lateral	86.00	EA	1,350.00	$116,100.00	$0.00	$116,100.00	40.00	0.00	
10" SDR-35 Sewer	393.00	LF	68.00	$26,724.00	$26,724.00	$0.00	40.00	0.04	
12" SDR-35 Sewer	672.00	LF	80.00	$53,760.00	$53,760.00	$0.00	40.00	0.09	
24" SDR-35 Sewer	3,750.00	LF	185.00	$693,750.00	$693,750.00	$0.00	40.00	1.16	
24" SDR-35 Sewer in Casing	400.00	LF	505.00	$202,000.00	$202,000.00	$0.00	40.00	0.34	
Sewer MH 4'	25.00	EA	6,750.00	$168,750.00	$168,750.00	$0.00	40.00	0.28	
Sewer MH 5'	25.00	EA	8,350.00	$208,750.00	$208,750.00	$0.00	40.00	0.35	
Tie Into Exst. SSMH	1.00	EA	3,850.00	$3,850.00	$3,850.00	$0.00	40.00	0.01	
Trench Import	55,900.00	TN	15.00	$838,500.00	$838,500.00	$0.00	40.00	1.41	
Testing	1.00	LS	40,000.00	$40,000.00	$40,000.00	$0.00	40.00	0.07	
Culinary Water									
2" Temp Blowoff	8.00	EA	1,675.00	$13,400.00	$13,400.00	$0.00	40.00	0.02	
2" Blowoff	2.00	EA	2,700.00	$5,400.00	$5,400.00	$0.00	40.00	0.01	
8" PVC	6,900.00	LF	58.00	$400,200.00	$400,200.00	$0.00	40.00	0.67	
8" PVC in Casing	400.00	LF	272.00	$108,800.00	$108,800.00	$0.00	40.00	0.18	
3'4" Water Service & City Provided Meter	88.00	EA	1,700.00	$149,600.00	$0.00	$149,600.00	40.00	0.00	
Culinary Join Restrains	14.00	EA	675.00	$9,450.00	$9,450.00	$0.00	40.00	0.02	
8" Fittings	27.00	EA	1,675.00	$45,225.00	$45,225.00	$0.00	40.00	0.08	
8" GV	44.00	EA	3,250.00	$143,000.00	$143,000.00	$0.00	40.00	0.24	
Fire Hydrant Assembly	6.00	EA	9,750.00	$58,500.00	$58,500.00	$0.00	40.00	0.10	
Connect to Exst. Culinary Water	2.00	EA	11,500.00	$23,000.00	$23,000.00	$0.00	40.00	0.04	
16" PVC	614.00	LF	158.00	$97,012.00	$97,012.00	$0.00	40.00	0.16	
16" PVC in Casing	425.00	LF	419.00	$178,075.00	$178,075.00	$0.00	40.00	0.30	
16" Fittings	3.00	EA	3,500.00	$10,500.00	$10,500.00	$0.00	40.00	0.02	
16" Butterfly Valve	6.00	EA	7,850.00	$47,100.00	$47,100.00	$0.00	40.00	0.08	
Air Vacum Relief Valve	3.00	EA	12,750.00	$38,250.00	$38,250.00	$0.00	40.00	0.06	
Trench Import	4,154.00	TN	15.00	$62,310.00	$62,310.00	$0.00	40.00	0.10	
Testing	1.00	LS	4,000.00	$4,000.00	$4,000.00	$0.00	40.00	0.01	
Secondary Water									
2" Drain Valve	2.00	EA	3,000.00	$6,000.00	$6,000.00	$0.00	40.00	0.01	
2" Secondary Water	35.00	LF	170.00	$5,950.00	$5,950.00	$0.00	40.00	0.01	
2" Temp Blowoff	6.00	EA	1,650.00	$9,900.00	$9,900.00	$0.00	40.00	0.02	
6" PVC	6,708.00	LF	43.00	$288,444.00	$288,444.00	$0.00	40.00	0.48	
6" PVC in Casing	400.00	LF	193.00	$77,200.00	$77,200.00	$0.00	40.00	0.13	
6" GV	46.00	EA	2,300.00	$105,800.00	$105,800.00	$0.00	40.00	0.18	
Secondary Joint Restraints	14.00	EA	500.00	$7,000.00	$7,000.00	$0.00	40.00	0.01	
6" Fittings	24.00	EA	880.00	$21,120.00	$21,120.00	$0.00	40.00	0.04	
Single Service Secondary Water	17.00	EA	1,700.00	$28,900.00	$0.00	$28,900.00	40.00	0.00	
Dual Secondary Service	36.00	EA	2,950.00	$106,200.00	$0.00	$106,200.00	40.00	0.00	
20" PVC	625.00	LF	252.00	$157,500.00	$157,500.00	$0.00	40.00	0.26	
20" PVC in Casing	425.00	LF	547.00	$232,475.00	$232,475.00	$0.00	40.00	0.39	
20" Butterfly Valve	6.00	EA	11,000.00	$66,000.00	$66,000.00	$0.00	40.00	0.11	
20" Fittings	4.00	EA	3,450.00	$13,800.00	$13,800.00	$0.00	40.00	0.02	
Air Vacuum Relief Valve	3.00	EA	10,500.00	$31,500.00	$31,500.00	$0.00	40.00	0.05	
Connect to Exst Secondary Water	2.00	EA	13,500.00	$27,000.00	$27,000.00	$0.00	40.00	0.05	
Trench import	1,941.00	TN	15.00	$29,115.00	$29,115.00	$0.00	40.00	0.05	
Testing	1.00	LS	6,500.00	$6,500.00	$6,500.00	$0.00	40.00	0.01	
Drainage									
12" RCP	60.00	LF	68.00	$4,080.00	$4,080.00	$0.00	40.00	0.01	
15" RCP	3,766.00	LF	70.00	$263,620.00	$263,620.00	$0.00	40.00	0.44	
18" RCP	319.00	LF	75.00	$23,925.00	$23,925.00	$0.00	40.00	0.04	
24" RCP	2,294.00	LF	97.00	$222,518.00	$222,518.00	$0.00	40.00	0.37	
30" RCP	1,717.00	LF	130.00	$223,210.00	$223,210.00	$0.00	40.00	0.37	
30" Flared End Section	3.00	EA	1,600.00	$4,800.00	$4,800.00	$0.00	40.00	0.01	
4' SDMH	16.00	EA	5,500.00	$88,000.00	$88,000.00	$0.00	40.00	0.15	
4' SDMH with 5k Bay Separator	1.00	EA	71,000.00	$71,000.00	$71,000.00	$0.00	40.00	0.12	
5' SDMH	11.00	EA	7,085.00	$77,935.00	$77,935.00	$0.00	40.00	0.13	
SD Combo Box	29.00	EA	10,050.00	$291,450.00	$291,450.00	$0.00	40.00	0.49	
SDCB	28.00	EA	4,800.00	$134,400.00	$134,400.00	$0.00	40.00	0.23	
4' SDCB with Snout & Orifice	1.00	EA	12,000.00	$12,000.00	$12,000.00	$0.00	40.00	0.02	
Trench Import	9,718.00	TN	15.00	$145,770.00	$145,770.00	$0.00	40.00	0.24	
Testing	1.00	LS	27,000.00	$27,000.00	$27,000.00	$0.00	40.00	0.05	
Connect to Foothill Blvd	1.00	EA	4,000.00	$4,000.00	$4,000.00	$0.00	40.00	0.01	
Streets									
5' Sidewalk	73,165.00	SF	7.10	$519,471.50	$519,471.50	$0.00	30.00	0.65	
4'x4' Mailbox Pad	2.00	EA	1,250.00	$2,500.00	$2,500.00	$0.00	30.00	0.00	
10' Path	21,412.00	Sf	6.40	$137,036.80	$137,036.80	$0.00	30.00	0.17	
Curb & Gutter	14,690.00	LF	19.50	$286,455.00	$286,455.00	$0.00	30.00	0.36	
ADA Ramp	32.00	EA	3,000.00	$96,000.00	$96,000.00	$0.00	30.00	0.12	
Import & Place Subbase	30,500.00	TN	17.75	$541,375.00	$541,375.00	$0.00	30.00	0.68	
Import & Place Roadbase	13,500.00	TN	23.50	$317,250.00	$317,250.00	$0.00	30.00	0.40	
HMA 3" Thick	240,030.00	SF	1.68	$403,250.40	$403,250.40	$0.00	20.00	0.34	
Driveway Approach	2,187.00	SF	11.88	$25,981.56	$25,981.56	$0.00	20.00	0.02	
Standard Temp Turnaround	4.00	EA	10,750.00	$43,000.00	$43,000.00	$0.00	20.00	0.04	
Change Orders									
CO1 - Sewer Rock Ex	1.00	LS	98,062.00	$98,062.00	$98,062.00	$0.00	40.00	0.16	
CO2 - Added Services	1.00	LS	16,315.84	$16,315.84	$0.00	$16,315.84	40.00	0.00	
CO3 - Butterfly to Gate Valves	1.00	LS	90,721.66	$90,721.66	$90,721.66	$0.00	40.00	0.15	
CO4 - Added Wtr Loop & Blowoff to Fire Hyd	1.00	LS	28,331.46	$28,331.46	$28,331.46	$0.00	40.00	0.05	
CO5 - Storm Drain Blasting	1.00	LS	41,481.57	$41,481.57	$41,481.57	$0.00	40.00	0.07	
CO6 - Sewer Tie in 24" to 8"	1.00	LS	-995.00	-$995.00	-$995.00	$0.00	40.00	0.00	
CO7 - Added Materials for Irrigation Services	1.00	LS	11,283.86	$11,283.86	$0.00	$11,283.86	20.00	0.00	
CO8 - Soft Spot Repair	1.00	LS	26,029.33	$26,029.33	$26,029.33	$0.00	20.00	0.02	
CO9 - Added SD & Boxes	1.00	LS	26,307.35	$26,307.35	$26,307.35	$0.00	40.00	0.04	
CO10 Irrigation & Water Services Adjustments	1.00	LS	22,435.30	$22,435.30	$0.00	$22,435.30	20.00	0.00	
CO11 Asphalt Increase	1.00	LS	33,604.20	$33,604.20	$33,604.20	$0.00	20.00	0.03	
CO12 Concrete Increases & Fuel Credit	1.00	LS	5,779.93	$5,779.93	$5,779.93	$0.00	40.00	0.01	
CO13 Dirt Removal from Lots	1.00	LS	23,861.20	$23,861.20	$0.00	$23,861.20	75.00	0.00	
CO14 Tie Ins for Foothill & Brixton A	1.00	LS	48,948.92	$48,948.92	$48,948.92	$0.00	40.00	0.08	
Subtotal Brixton A					**$9,621,080.56**	**$474,696.20**			
Brixton B									
Mobilization									
Mobilization	1.00	LS	114,500.00	$114,500.00	$114,500.00	$0.00	37.70	0.18	
SWPPP									
Silt Fence	1.00	LS	26,500.00	$26,500.00	$26,500.00	$0.00	37.70	0.04	
Sweeping	1.00	LS	37,000.00	$37,000.00	$37,000.00	$0.00	37.70	0.06	
Construction Entrance	1.00	LS	17,500.00	$17,500.00	$17,500.00	$0.00	37.70	0.03	
Inlet Protection	1.00	LS	10,270.00	$10,270.00	$10,270.00	$0.00	37.70	0.02	
Toilet	1.00	LS	7,560.00	$7,560.00	$7,560.00	$0.00	37.70	0.01	
Dumpster	1.00	LS	19,530.00	$19,530.00	$19,530.00	$0.00	37.70	0.03	
Washout	1.00	LS	14,800.00	$14,800.00	$14,800.00	$0.00	37.70	0.02	
SWPPP Credit	1.00	LS	-30,160.00	-$30,160.00	-$30,160.00	$0.00	37.70	-0.05	

Earthwork									
Stip Topsoil ROW	15,033.00	CY	2.75	$41,340.75	$41,340.75	$0.00	75.00	0.13	
On Site Cut to Fill - ROW	34,604.00	CY	7.70	$266,450.80	$266,450.80	$0.00	75.00	0.84	
Pond Ex Cut & Stockpile	56,308.00	CY	3.75	$211,155.00	$211,155.00	$0.00	75.00	0.66	Pond will be maintained by the City
Drainage Ditch	12,987.00	CY	7.60	$98,701.20	$98,701.20	$0.00	75.00	0.31	
Lot Cut to Fill	56,086.00	CY	7.60	$426,253.60	$0.00	$426,253.60	75.00	0.00	
Lot Fill	26,262.00	CY	4.00	$105,048.00	$0.00	$105,048.00	75.00	0.00	
Load Trucks for Haul Off	147,373.00	CY	1.75	$257,902.75	$128,951.38	$128,951.38	75.00	0.41	Assume split (touched 133 lots)
Haul Excess to Brixton C	147,373.00	CY	4.20	$618,966.60	$309,483.30	$309,483.30	75.00	0.97	Assume split (touched 133 lots)
Subgrade Prep - ROW	689,710.00	SF	0.10	$68,971.00	$68,971.00	$0.00	75.00	0.22	
Sewer									
Connect to Exist SSMH	3.00	EA	3,800.00	$11,400.00	$11,400.00	$0.00	40.00	0.02	
8" SDR	10,651.00	LF	65.00	$692,315.00	$692,315.00	$0.00	40.00	1.16	
4" Sewer Lateral	205.00	EA	1,500.00	$307,500.00	$0.00	$307,500.00	40.00	0.00	
4' SSMH	35.00	EA	8,000.00	$280,000.00	$280,000.00	$0.00	40.00	0.47	
5' SSMH	15.00	EA	8,500.00	$127,500.00	$127,500.00	$0.00	40.00	0.21	
Imported Trench Backfill	70,675.00	TN	12.00	$848,100.00	$848,100.00	$0.00	40.00	1.42	
Testing/Cleaning Lines	10,651.00	LF	3.00	$31,953.00	$31,953.00	$0.00	40.00	0.05	
Culinary Water									
Connect to Exist Water	3.00	EA	3,700.00	$11,100.00	$11,100.00	$0.00	40.00	0.02	
8" PVC Culinary	10,861.00	LF	58.00	$629,938.00	$629,938.00	$0.00	40.00	1.06	
8" Fittings	42.00	EA	1,500.00	$63,000.00	$63,000.00	$0.00	40.00	0.11	
8" GV	52.00	EA	3,550.00	$184,600.00	$184,600.00	$0.00	40.00	0.31	
16" PVC Culinary	1,211.00	LF	142.00	$171,962.00	$171,962.00	$0.00	40.00	0.29	
16" Fittings	9.00	EA	3,150.00	$28,350.00	$28,350.00	$0.00	40.00	0.05	
16" Gate Valve	4.00	EA	15,000.00	$60,000.00	$60,000.00	$0.00	40.00	0.10	
3'4" Service Short	102.00	EA	1,700.00	$173,400.00	$0.00	$173,400.00	40.00	0.00	
3/4" Service Long	91.00	EA	2,000.00	$182,000.00	$0.00	$182,000.00	40.00	0.00	
Fire Hydrant Assembly	19.00	EA	10,500.00	$199,500.00	$199,500.00	$0.00	40.00	0.34	
Air Vac Relief Valve	3.00	EA	12,000.00	$36,000.00	$36,000.00	$0.00	40.00	0.06	
2" Temp. Blowoff	3.00	EA	6,500.00	$19,500.00	$19,500.00	$0.00	40.00	0.03	
2" Blowoff	1.00	EA	4,000.00	$4,000.00	$4,000.00	$0.00	40.00	0.01	
Imported Trench Backfill	16,003.00	TN	12.00	$192,036.00	$192,036.00	$0.00	40.00	0.32	
Testing	12,072.00	LF	0.62	$7,484.64	$7,484.64	$0.00	40.00	0.01	
Irrigation									
Connect to Existing Irrigation	3.00	EA	4,500.00	$13,500.00	$13,500.00	$0.00	20.00	0.01	
6" PVC Irrigation	10,691.00	LF	45.00	$481,095.00	$481,095.00	$0.00	20.00	0.40	
6" Fittings	43.00	EA	1,200.00	$51,600.00	$51,600.00	$0.00	20.00	0.04	
6" GV	51.00	EA	2,500.00	$127,500.00	$127,500.00	$0.00	20.00	0.11	
20" PVC Irrigation	1,243.00	LF	210.00	$261,030.00	$261,030.00	$0.00	20.00	0.22	
20" Fittings	9.00	EA	5,600.00	$50,400.00	$50,400.00	$0.00	20.00	0.04	
20" Gate Valve	4.00	EA	34,000.00	$136,000.00	$136,000.00	$0.00	20.00	0.11	
2" Irrigation Lateral	4.00	EA	6,600.00	$26,400.00	$0.00	$26,400.00	20.00	0.00	
Single Irrigation Service	47.00	EA	1,925.00	$90,475.00	$0.00	$90,475.00	20.00	0.00	
Dual Irrigation Service	76.00	EA	3,000.00	$228,000.00	$0.00	$228,000.00	20.00	0.00	
4" Drain Valve	1.00	EA	10,250.00	$10,250.00	$10,250.00	$0.00	20.00	0.01	
Air Vac Relief Valve	4.00	EA	10,500.00	$42,000.00	$42,000.00	$0.00	20.00	0.04	
2" Temp. Blowoff	1.00	EA	7,200.00	$7,200.00	$7,200.00	$0.00	20.00	0.01	
2" Blowoff	2.00	EA	3,200.00	$6,400.00	$6,400.00	$0.00	20.00	0.01	
Imported Trench Backfill	9,665.00	TN	12.00	$115,980.00	$115,980.00	$0.00	20.00	0.10	
Testing	11,934.00	LF	0.62	$7,399.08	$7,399.08	$0.00	20.00	0.01	
Drainage									
Connect to Existing Drainage	4.00	EA	4,500.00	$18,000.00	$18,000.00	$0.00	40.00	0.03	
15" RCP	1,578.00	LF	90.00	$142,020.00	$142,020.00	$0.00	40.00	0.24	
15" FES	2.00	EA	1,500.00	$3,000.00	$3,000.00	$0.00	40.00	0.01	
18" RCP	1,716.00	LF	92.00	$157,872.00	$157,872.00	$0.00	40.00	0.27	
24" RCP	4,885.00	LF	110.00	$537,350.00	$537,350.00	$0.00	40.00	0.90	
24" FES	2.00	EA	1,500.00	$3,000.00	$3,000.00	$0.00	40.00	0.01	
30" RCP	499.00	LF	151.00	$75,349.00	$75,349.00	$0.00	40.00	0.13	
36" RCP	64.00	LF	190.00	$12,160.00	$12,160.00	$0.00	40.00	0.02	
36" FES	1.00	EA	2,600.00	$2,600.00	$2,600.00	$0.00	40.00	0.00	
4'x4' SDCB w/Snout	3.00	EA	10,500.00	$31,500.00	$31,500.00	$0.00	40.00	0.05	
5" SDMH	14.00	EA	7,000.00	$98,000.00	$98,000.00	$0.00	40.00	0.16	
Combo Box	38.00	EA	9,500.00	$361,000.00	$361,000.00	$0.00	40.00	0.61	
Curb Inlet Box	25.00	EA	4,750.00	$118,750.00	$118,750.00	$0.00	40.00	0.20	
Remove 24" RCP	250.00	LF	51.00	$12,750.00	$12,750.00	$0.00	40.00	0.02	
Remove and Dispose Drainage Box	1.00	EA	2,450.00	$2,450.00	$2,450.00	$0.00	40.00	0.00	
Relocate 30" FES	1.00	Ea	1,200.00	$1,200.00	$1,200.00	$0.00	40.00	0.00	
Imported Trench Backfill	2,838.00	TN	12.00	$34,056.00	$34,056.00	$0.00	40.00	0.06	
Testing	8,742.00	LF	3.50	$30,597.00	$30,597.00	$0.00	40.00	0.05	
Roadway									
Import & Place Subbase 18" Thick	45,544.00	TN	13.50	$614,844.00	$614,844.00	$0.00	30.00	0.77	
Import & Place Roadbase 8" Thick	19,995.00	TN	25.00	$499,875.00	$499,875.00	$0.00	30.00	0.63	
24" Curb & Gutter	19,802.00	LF	20.00	$396,040.00	$396,040.00	$0.00	30.00	0.50	
30" Curb & Gutter	2,318.00	LF	27.00	$62,586.00	$62,586.00	$0.00	30.00	0.08	
5' Sidewalk	104,540.00	SFEA	7.50	$784,050.00	$784,050.00	$0.00	30.00	0.99	
ADA Ramps	45.00	SF	3,500.00	$157,500.00	$157,500.00	$0.00	30.00	0.20	
8' Asphalt Trail - 4" HMA 8" Roadbase	15,981.00	SF	5.80	$92,689.80	$92,689.80	$0.00	20.00	0.08	
12' Wide Asphalt Access Road 4"	18,325.00	SF	7.35	$134,688.75	$134,688.75	$0.00	20.00	0.11	
HMA, 8" Roadbase Driveway Approach	1,231.00	SF	15.00	$18,465.00	$18,465.00	$0.00	20.00	0.02	
HMA 3"	307,131.00	SF	1.65	$506,766.15	$506,766.15	$0.00	20.00	0.43	
HMA 4"	57,384.00	SF	2.15	$123,375.60	$123,375.60	$0.00	20.00	0.10	
Parking Stall 3" Thick	486.00	SF	2.65	$1,287.90	$1,287.90	$0.00	20.00	0.00	
Temp. Turnaround	1.00	EA	13,500.00	$13,500.00	$13,500.00	$0.00	20.00	0.01	
Signage & Striping	0.00	LS	11,000.00	$0.00	$0.00	$0.00	30.00	0.00	
Reset Section Corner Monument	0.00	EA	2,500.00	$0.00	$0.00	$0.00	30.00	0.00	
Change Orders									
CO 1 - Temp Blowoffs	1.00	LS	59,400.00	$59,400.00	$59,400.00	$0.00	40.00	0.10	
CO 2 - Utility Crossing	1.00	LS	29,304.00	$29,304.00	$29,304.00	$0.00	40.00	0.05	
CO 3 - Utility Crossing and Relocating Services	1.00	LS	33,827.00	$33,827.00	$0.00	$33,827.00	40.00	0.00	
CO 4 - Concrete Repair Work (Mailbox Pads Fix)	1.00	LS	40,523.00	$40,523.00	$40,523.00	$0.00	30.00	0.05	Within ROW
CO 5 - Material Increases, Trail, & Dominion Grading	1.00	LS	103,074.80	$103,074.80	$72,000.00	$31,074.80	40.00	0.12	Dominion Grading Portion Private
Brixton B Subtotal					**$11,500,195.35**	**$2,042,413.08**			

Offsite Sewer									
Mobilization	1.00	LS	7,200.00	$7,200.00	$7,200.00	$0.00	37.70	0.01	
Construction Entrance	1.00	LS	4,775.00	$4,775.00	$4,775.00	$0.00	37.70	0.01	
Temp Services	1.00	LS	4,775.00	$4,775.00	$4,775.00	$0.00	37.70	0.01	
SWPPP	1.00	LS	6,000.00	$6,000.00	$6,000.00	$0.00	37.70	0.01	
Clear & Grub	1.00	LS	16,100.00	$16,100.00	$16,100.00	$0.00	37.70	0.03	
Connect to Existing	1.00	LS	4,830.00	$4,830.00	$4,830.00	$0.00	37.70	0.01	
Pour in Place MH	1.00	LS	22,250.00	$22,250.00	$22,250.00	$0.00	30.00	0.03	
24" PVC	6,395.00	LF	131.75	$842,541.25	$842,541.25	$0.00	40.00	1.41	
36" Steel Casing	130.00	LF	1,620.00	$210,600.00	$210,600.00	$0.00	40.00	0.35	
60" Sewer Manhole	19.00	EA	8,720.00	$165,680.00	$165,680.00	$0.00	40.00	0.28	
Gravel Bedding	3,860.00	CY	28.50	$110,010.00	$110,010.00	$0.00	40.00	0.18	
Import Trench to Backfill	42,942.00	CY	15.50	$665,601.00	$665,601.00	$0.00	40.00	1.12	
Haul Spoils Offsite	25,785.00	CY	13.15	$339,072.75	$339,072.75	$0.00	40.00	0.57	
Boring Contingency	1.00	LS	300,000.00	$300,000.00	$300,000.00	$0.00	40.00	0.50	
Offsite Sewer Subtotal					**$2,699,435.00**	**$0.00**			

Brixton A Soft Costs						
Accena Group	$8,729.35	$8,729.35	$0.00	N/A	N/A	
Clean Line Sweeping, LLC	$1,170.00	$1,170.00	$0.00	N/A	N/A	
Earthtec Engineering	$47,015.53	$47,015.53	$0.00	N/A	N/A	
Galloway & Company, Inc	$275,109.17	$247,598.25	$27,510.92	N/A	N/A	Assumes 90% Eligible
Hales Engineering	$9,430.00	$9,430.00	$0.00	N/A	N/A	
Monument Setters Group LLC	$12,090.00	$12,090.00	$0.00	N/A	N/A	
Peck Striping, Inc.	$22,462.38	$22,462.38	$0.00	N/A	N/A	
Spectrum Engineers	$22,100.00	$22,100.00	$0.00	N/A	N/A	
Subtotal Brixton A Soft Costs		**$370,595.51**	**$27,510.92**			

Brixton B Soft Costs						
CMT Engineering	$27,040.00	$21,632.00	$5,408.00	N/A	N/A	Assumes 80% Eligible
Earthtec Engineering	$23,915.15	$23,915.15	$0.00	N/A	N/A	
Galloway & Company, Inc	$484,894.03	$387,915.22	$96,978.81	N/A	N/A	Assumes 80% Eligible
Jones & DeMille Engineering	$20,952.10	$20,952.10	$0.00	N/A	N/A	
Monument Setters Group LLC	$13,500.00	$13,500.00	$0.00	N/A	N/A	

Morgan Pavement	$74,446.04	$74,446.04	$0.00	N/A	N/A	
REDCON, Inc.	$64,170.50	$51,336.40	$12,834.10	N/A	N/A	Assumes 80% Eligible
Terra Engineering Consulting	$47,521.63	$47,521.63	$0.00	N/A	N/A	Assumes 80% Eligible
Subtotal Brixton B Soft Costs		**$641,218.54**	**$115,220.91**			

Sub-Total Off-Site Construction Costs	$27,492,366.06	$24,832,524.96	$2,659,841.10	N/A	N/A	
Estimated On-Site Improvement Costs	$30,400,000.00	$26,448,000.00	$3,952,000.00	N/A	N/A	
Land Acquisition	$6,625,619.60	$6,625,619.60	$0.00	N/A	N/A	
Foothill PHWY Expansion	$10,000,000.00	$10,000,000.00	$0.00	N/A	N/A	
Water Rights	$2,812,781.92	$2,812,781.92	$0.00	N/A	N/A	
GRAND TOTAL	**$77,330,767.58**	**$70,718,926.48**	**$6,611,841.10**	**Aggregate Useful Life**	**37.74**	

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

Notes:

1/ Costs and breakdowns presented are an estimate for planning purposes only.

2/ Estimate is based on the Engineers current understand of the project. Exact scope of work required for acceptance is unknow. Actual project costs will vary.

3/ Onsite Improvements cost estimate is based on total area and roadway length vs. Brixton A & B costs

4/ The scope of the improvements benefiting the property is subject to change. Improvements may provide benefit to users outside the District boundaries.