

WHEN RECORDED, RETURN TO:

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

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BROOK VIEW INFRASTRUCTURE FINANCING DISTRICT  
BROOK VIEW ASSESSMENT AREA

AMENDED AND RESTATED DESIGNATION RESOLUTION

DATED AS OF DECEMBER 15, 2025

WHEREAS, the Board of Trustees (the “Board”) of the Brook View Infrastructure Financing District (the “District”), adopted Resolution No. 2025-07 on April 17, 2025, pursuant to which the Board authorized and approved the form of a designation resolution (the “Original Designation Resolution”); and

WHEREAS, the Board adopted Resolution No. 2025-08 on December 15, 2025, pursuant to which the Board authorized and approved the form of this Amended and Restated Designation Resolution (the “Resolution”) amending and restating the Original Designation Resolution; and

BE IT RESOLVED by the Board of Trustees of the Brook View 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 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 an 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 has 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 the “Brook View 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 infrastructure, facilities or systems as part of an approximately 37-acre residential development (the “Development”). The District plans to levy the assessments to finance the Improvements within the Development. The Improvements are generally 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, laterals, service lines and appurtenances (various sizes).

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

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

-Power and gas improvements, including, but not limited to, primary and secondary electrical lines, transformers, switchgear, service pedestals, conduit, vaults, meters, gas mains, service laterals, regulators and valves.

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 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 31.89 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, funding capitalized interest, and debt issuance costs, is estimated at \$15,711,000, of which \$15,711,000 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 a portion of 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 6.41% per annum, maturing within thirty (30) years of their date of issuance. Inasmuch as bonds have not yet 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 will initially be assessed using an equivalent residential unit ("ERU") methodology (the "ERU Methodology"), as further described below:

<u>Improvements</u>	<u>Assessment</u>	<u>Assessment Method</u>	<u>Assessment Per ERU</u>
All above-described Improvements	\$15,711,000	ERU	\$137,815.79

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 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 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 15 days of the completion of this Resolution, the Clerk/Secretary shall (i) record an original or certified copy of this Resolution with Weber County and (ii) where applicable, file with the Weber County Recorder a notice of proposed assessment.

Dated as of December 15, 2025.

BROOK VIEW INFRASTRUCTURE  
FINANCING DISTRICT

[SEAL]

By:   
Chair

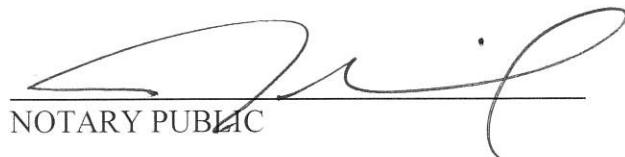
ATTEST:

By: Beverly Ann Martinez  
Clerk/Secretary

STATE OF Utah )  
: ss.  
COUNTY OF Weber )



The foregoing instrument was acknowledged before me this December 15, 2025 by David Laloli, the Chair of the Board of Trustees of the Brook View Infrastructure Financing District (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 OF Weber )



The foregoing instrument was acknowledged before me this December 15, 2025 by Beverly Martini, the Clerk/Secretary of the Brook View Infrastructure Financing District (the "District"), who represented and acknowledged that she 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 effective as of December 15, 2025, by the MARTINI FAMILY TRUST (the “Current Owner”) and FORGE LAND COMPANY LLC, a Utah limited liability company (the “Anticipated Owner” and, together with the Current Owner, the “Owner”).

### R E C I T A L S:

1. As of the date hereof, the Owner owns or anticipates owning 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 Brook View Infrastructure Financing District (the “District”) re-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 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 \$15,711,000, of which \$15,711,000 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) an Amended and Restated Designation Resolution, a copy of which is attached hereto as Exhibit B (the “Designation Resolution”) designating an assessment area to be known as the “Brook View Assessment Area” (the “Assessment Area”) and (ii) an Amended and Restated Assessment Ordinance and Notice of Assessment Interest 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 or anticipates becoming 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 loans and funds of the Owner and lot sales proceeds, will be sufficient to complete the Improvements in order to achieve finished

lots as contemplated in the Appraisal Report for the District, prepared by BBG, Inc., dated December 3, 2025;

(j) the Subject Property is located in unincorporated Weber 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;

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

(l) the Owner intends to finance Improvements related to two lots benefitting from the Improvements within the development but that have been excluded from the Assessment Area from a combination of cash, debt and/or equity.

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 Owner has 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) notwithstanding Section 11-42-206(3)(e) of the Act, the Owner 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 Assessment allocated by the ERU 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

(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 lot within the Assessment Area;

(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;

(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

(i) the District appointing the Foreclosure Agent including any successor thereto, to process and carry out, on behalf of the District, any foreclosure of Assessments pursuant to the Assessment Ordinance and the indenture for the assessment bonds and the District assigning all rights of collection of delinquent Assessments to the Foreclosure Agent, as collection agent for the District; and

(j) the payment of Assessments which are not in substantially equal installments of principal or substantially equal amounts of principal and interest, and consents to the payment of Assessments in accordance with the debt service on the assessment bonds as shall be established in the indenture(s) relating to such bonds.

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 an 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.

CURRENT OWNER:

MARTINI FAMILY TRUST, as property owner with respect to the real property in Exhibit A hereto

By: Beverly Martini  
Beverly Martini, Trustee

ANTICIPATED OWNER:

FORGE LAND COMPANY LLC, a Utah limited liability company, as an anticipated property owner with respect to the real property in Exhibit A hereto

By: Dan H  
Authorized Representative

## EXHIBIT A

### TAX ID AND LEGAL DESCRIPTION OF PROPERTY TO BE ASSESSED

#### Assessment Method and Amount<sup>1</sup>

<b>Total Assessment</b>	<b>\$15,711,000</b>
<b>Total ERUs</b>	<b>114</b>
<b>Assessment Per ERU</b>	<b>\$137,815.79</b>

<b>Type</b>	<b>Quantity</b>	<b>Lien/Lot</b>	<b>ERUs Per Lot</b>	<b>Total Assessment</b>
Single Family Lot	114	\$137,815.79	1	\$15,711,000

#### Parcels to be Assessed<sup>2</sup>

<b>Parcel Identification Numbers</b>	<b>Owner Entity</b>	<b>ERUs</b>	<b>Total Assessment</b>
15-057-0009	Martini Family Trust	114	\$15,711,000

<sup>1</sup> Figures have been rounded.

<sup>2</sup> Assessments are initially allocated collectively against the parcel of property identified above.

Legal Description

The Assessment Area is more particularly described as follows:

ALL OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WITH ADDITIONAL PROPERTY BEING MORE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21, BEING 1326.07 FEET SOUTH  $89^{\circ}12'03''$  EAST ALONG NORTH LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 21 (WEST QUARTER CORNER BEING NORTH  $89^{\circ}12'03''$  WEST 5295.89 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 21); THENCE SOUTH  $89^{\circ}12'03''$  EAST 1326.07 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH  $00^{\circ}42'18''$  WEST 1323.35 FEET ALONG SAID EAST LINE; THENCE NORTH  $89^{\circ}02'28''$  WEST 528.01 FEET; THENCE NORTH  $00^{\circ}42'18''$  EAST 4.37 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH  $89^{\circ}10'04''$  WEST 795.82 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21; THENCE NORTH  $00^{\circ}36'26''$  EAST 776.89 FEET ALONG SAID WEST LINE; THENCE SOUTH  $89^{\circ}29'13''$  EAST 258.50 FEET; THENCE NORTH  $00^{\circ}36'26''$  EAST 499.14 FEET; THENCE NORTH  $88^{\circ}57'26''$  WEST 258.51 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21; THENCE NORTH  $00^{\circ}36'26''$  EAST 38.64 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINING 37.163 ACRES.

EXHIBIT B

AMENDED AND RESTATED DESIGNATION RESOLUTION

[EXCLUDED]

EXHIBIT C

AMENDED AND RESTATED ASSESSMENT ORDINANCE  
AND NOTICE OF ASSESSMENT INTEREST

[EXCLUDED]

EXHIBIT B

LEGAL DESCRIPTION AND TAX ID NUMBERS OF  
PROPERTIES TO BE ASSESSED

<b>Parcel ID</b>	<b>Property Owner</b>
15-057-0009	Martini Family Trust

Legal Description

The Assessment Area is more particularly described as follows:

ALL OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WITH ADDITIONAL PROPERTY BEING MORE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21, BEING 1326.07 FEET SOUTH  $89^{\circ}12'03''$  EAST ALONG NORTH LINE FROM THE WEST QUARTER CORNER OF SAID SECTION 21 (WEST QUARTER CORNER BEING NORTH  $89^{\circ}12'03''$  WEST 5295.89 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 21); THENCE SOUTH  $89^{\circ}12'03''$  EAST 1326.07 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH  $00^{\circ}42'18''$  WEST 1323.35 FEET ALONG SAID EAST LINE; THENCE NORTH  $89^{\circ}02'28''$  WEST 528.01 FEET; THENCE NORTH  $00^{\circ}42'18''$  EAST 4.37 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH  $89^{\circ}10'04''$  WEST 795.82 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21; THENCE NORTH  $00^{\circ}36'26''$  EAST 776.89 FEET ALONG SAID WEST LINE; THENCE SOUTH  $89^{\circ}29'13''$  EAST 258.50 FEET; THENCE NORTH  $00^{\circ}36'26''$  EAST 499.14 FEET; THENCE NORTH  $88^{\circ}57'26''$  WEST 258.51 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21; THENCE NORTH  $00^{\circ}36'26''$  EAST 38.64 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINING 37.163 ACRES.

WEBER COUNTY, UTAH

EXHIBIT C

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

## BROOK VIEW SUBDIVISION PLAT



**EXHIBIT D**  
**CERTIFICATE OF PROJECT ENGINEER**

## CERTIFICATE OF PROJECT ENGINEER

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

1. I am a professional engineer engaged by the Brook View Infrastructure Financing District to perform the necessary engineering services to determine the 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 construction contracts, quotes and preliminary engineering estimates 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 31.89 years.

By:   
The Connexion Group – Civil, LLC  
Barrett Marrocco, P.E.

Date: March 19, 2025

ATTACHMENT

Attachment A: Brook View IFD Civil Infrastructure and Facilities Cost Estimate

Item	QTY	UNIT	UNIT COST	Total Cost: Improvements Benefiting the Property	Cost Allocation					
					Owned By a Public Entity	Owned By Private Entity				
<b>Brook View Subdivision Preliminary Plan Estimate</b>										
<b>General</b>										
Mobilization	1	LS	\$35,000.00	\$35,000.00	\$35,000.00	\$0.00				
SWPPP	1	LS	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00				
Overlot Grading	1	LS	\$350,000.00	\$350,000.00	\$105,000.00	\$245,000.00				
ROW Landscaping & Irrigation	1	LS	\$275,000.00	\$275,000.00	\$275,000.00	\$0.00				
Offsite Roadway Improvements	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00				
Open Space Fence	2,500	LF	\$22.00	\$55,000.00	\$55,000.00	\$0.00				
<b>Dry Utilities</b>										
Gas/Power Installation	1	LS	\$350,000.00	\$350,000.00	\$0.00	\$350,000.00				
Street Lights	5	EA	\$10,000.00	\$50,000.00	\$50,000.00	\$0.00				
<b>Concrete Flatwork</b>										
Curb & Gutter	13,000	LF	\$27.00	\$351,000.00	\$351,000.00	\$0.00				
Sidewalk	60,000	SF	\$8.50	\$510,000.00	\$510,000.00	\$0.00				
Handicap Ramps	30	EA	\$1,500.00	\$45,000.00	\$45,000.00	\$0.00				
<b>Asphalt</b>										
Fine Grade Subgrade (asphalt and curb)	275,000	SF	\$0.15	\$41,250.00	\$41,250.00	\$0.00				
3" HMA w/ fine grading	235,000	SF	\$2.05	\$481,750.00	\$481,750.00	\$0.00				
6" Untreated Base Course	265,000	SF	\$0.65	\$171,145.83	\$171,145.83	\$0.00				
Import R51 for Sub Base	265,000	SF	\$0.65	\$172,250.00	\$172,250.00	\$0.00				
Open Space Trail	25,000	SF	\$4.00	\$100,000.00	\$100,000.00	\$0.00				
<b>Culinary Water</b>										
8" PVC Watermain	8,400	LF	\$65.00	\$546,000.00	\$546,000.00	\$0.00				
8" Tee	11	EA	\$2,100.00	\$23,100.00	\$23,100.00	\$0.00				
8" Cross	2	EA	\$2,800.00	\$5,600.00	\$5,600.00	\$0.00				
8" Gate Valve	31	EA	\$3,500.00	\$108,500.00	\$108,500.00	\$0.00				
6" Fire Hydrant w/ Valve	14	EA	\$8,000.00	\$112,000.00	\$112,000.00	\$0.00				
8" Cap w/ Blowoff	1	EA	\$3,650.00	\$3,650.00	\$3,650.00	\$0.00				
Connection to Existing	6	EA	\$4,500.00	\$27,000.00	\$27,000.00	\$0.00				
8" Bend	11	EA	\$1,200.00	\$13,200.00	\$13,200.00	\$0.00				
Service Laterals	116	EA	\$3,000.00	\$348,000.00	\$0.00	\$348,000.00				
Plug & Block	3	EA	\$1,800.00	\$5,400.00	\$5,400.00	\$0.00				
<b>Secondary Water</b>										
4" Secondary Waterline	86	LF	\$45.00	\$3,870.00	\$0.00	\$3,870.00				
8" PVC Secondary Watermain	6,701	LF	\$65.00	\$435,565.00	\$0.00	\$435,565.00				
12" Secondary Watermain	1,325	LF	\$85.00	\$112,625.00	\$0.00	\$112,625.00				
8" Tee	10	EA	\$1,890.00	\$18,900.00	\$0.00	\$18,900.00				
8" Cross	2	EA	\$2,500.00	\$5,000.00	\$0.00	\$5,000.00				
8" Gate Valve	17	EA	\$3,100.00	\$52,700.00	\$0.00	\$52,700.00				
8" Bend	12	EA	\$1,100.00	\$13,200.00	\$0.00	\$13,200.00				
8" Cap w/ Blowoff	3	EA	\$1,650.00	\$4,950.00	\$0.00	\$4,950.00				
Air Vac	7	EA	\$6,850.00	\$47,950.00	\$0.00	\$47,950.00				
4" Drain Valve	3	EA	\$1,800.00	\$5,400.00	\$0.00	\$5,400.00				
12" x 8" Reducer	3	EA	\$900.00	\$2,700.00	\$0.00	\$2,700.00				
Lowering	3	EA	\$4,500.00	\$13,500.00	\$0.00	\$13,500.00				
Connect to Existing	2	EA	\$5,850.00	\$11,700.00	\$0.00	\$11,700.00				
Service Line	116	EA	\$2,000.00	\$232,000.00	\$0.00	\$232,000.00				
Irrigation Service Line	1	EA	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00				
<b>Sanitary Sewer</b>										
Connect to Existing	2	EA	\$4,500.00	\$9,000.00	\$9,000.00	\$0.00				
8" Sewer	1,730	LF	\$60.00	\$103,800.00	\$103,800.00	\$0.00				
12" Sewer	3,680	LF	\$75.00	\$276,000.00	\$276,000.00	\$0.00				
48" Manhole	16	EA	\$5,000.00	\$80,000.00	\$80,000.00	\$0.00				
60" Manhole	6	EA	\$7,250.00	\$43,500.00	\$43,500.00	\$0.00				
8" Encasement (Mainline)	1,020	LF	\$65.00	\$66,300.00	\$66,300.00	\$0.00				
Service Lateral	116	EA	\$1,500.00	\$174,000.00	\$0.00	\$174,000.00				
<b>Storm Sewer</b>										
15" RCP Storm Drain	1,306	LF	\$65.00	\$84,890.00	\$84,890.00	\$0.00				
18" RCP Storm Drain	3,396	LF	\$77.00	\$261,492.00	\$261,492.00	\$0.00				
24" RCP Storm Drain	524	LF	\$92.00	\$48,208.00	\$48,208.00	\$0.00				
36" RCP Storm Drain	551	LF	\$120.00	\$66,120.00	\$66,120.00	\$0.00				
Curb Inlet Box	17	EA	\$4,500.00	\$76,500.00	\$76,500.00	\$0.00				

Curb Inlet Combo Box	20	EA	\$10,500.00	\$210,000.00	\$210,000.00	\$0.00	
Pond Grated Combo Box & Outlet Structure	1	EA	\$21,000.00	\$21,000.00	\$21,000.00	\$0.00	
48" Storm Drain Manhole	2	EA	\$4,500.00	\$9,000.00	\$9,000.00	\$0.00	
60" Storm Drain Manhole	4	EA	\$6,000.00	\$24,000.00	\$24,000.00	\$0.00	
<b>Underground/relocate Irrigation Ditch</b>							
Connect to Existing	2	EA	\$4,500.00	\$9,000.00	\$2,700.00	\$6,300.00	
18" RCP Irrigation Main	2,614	LF	\$77.00	\$201,278.00	\$60,383.40	\$140,894.60	
Irrigation Box	8	EA	\$5,500.00	\$44,000.00	\$13,200.00	\$30,800.00	
<b>Land Drain</b>							
6" PVC Land Drain	461	LF	\$45.00	\$20,745.00	\$0.00	\$20,745.00	
8" PVC Land Drain	399	LF	\$55.00	\$21,945.00	\$0.00	\$21,945.00	
10" PVC Land Drain	721	LF	\$65.00	\$46,865.00	\$0.00	\$46,865.00	
12" PVC Land Drain	649	LF	\$80.00	\$51,920.00	\$0.00	\$51,920.00	
Grated Yard Drain	30	EA	\$950.00	\$28,500.00	\$0.00	\$28,500.00	
Connect to Structure	4	EA	\$3,200.00	\$12,800.00	\$0.00	\$12,800.00	
<b>Subtotal Civil Infrastructure</b>				<b>\$7,413,268.83</b>	<b>\$4,972,939.23</b>	<b>\$2,440,329.60</b>	
Construction Contingency				10%	\$741,326.88	\$497,293.92	\$244,032.96
Planning, Engineering, Design, & Project Management (85% Eligible)				6%	\$444,796.13	\$378,076.71	\$66,719.42
Survey and Geotech (85% Eligible)				2%	\$148,265.38	\$126,025.57	\$22,239.81
<b>Total Civil Infrastructure</b>				<b>\$8,747,657.22</b>	<b>\$5,974,335.44</b>	<b>\$2,773,321.79</b>	
Un-Developed Public Land Acquisition				\$387,000.00	\$387,000.00	\$0.00	
<b>ESTIMATED TOTAL COST (EXCLUDING VERTICAL CONSTRUCTION)<sup>1/</sup></b>				<b>\$9,134,657.22</b>	<b>\$6,361,335.44</b>	<b>\$2,773,321.79</b>	

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

**Notes:**

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

2/ Useful life is a weighted average estimate of improvement owned by a public entity and assumes typical maintenance is completed.

3/ Estimate is based off preliminary plans. No design of grading plan was provided. Estimate subject to change.

4/ Assumed storm sewer would be owned by District or other public entity.