

Pleasant View City Council

Meeting Agenda

Tuesday, February 10, 2026

6:00 p.m.

6:00 P.M. **1. Introduction.**

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought:
(Councilmember Sara Urry)
- b. Declaration of Conflicts of Interest
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

6:05 P.M. **2. Subdivision Final Acceptance.** Discussion and possible action to consider granting final acceptance to Oman Estates Subdivision and end the guarantee period.
(Presenter: Tammy Eveson)

6:10 P.M. **3. Public Hearing - Real Estate Purchase Contract for Land and Deceleration Lane Construction Exchange.** Discussion and possible action approve a Real Estate Purchase Contract for Land and Deceleration Lane Construction at 3528 N HWY 89.
(Presenter: Andrea Steiniger)

6:20 P.M. **4. Public Infrastructure District (PID).** Discussion and possible action to create a Public Infrastructure District (PID) for Farr West Landing located at approximately east of I-15 and north of 2700 N in Farr West City and Pleasant View City. Requester: Woodsonia Farr West, LLC. (Presenter: Andrea Steiniger)

6:40 P.M. **5. Insurance Broker Appointment.** Discussion and possible action to appoint Camren Applegate with The Buckner Company as the city's employee benefits advisor and insurance broker.

6:45 P.M. **6. Other Business.**

7. Closed Meeting. Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

8. Adjournment.

Public Notice is hereby given that the City Council of Pleasant View, Utah will hold a Public Meeting in the city office at 520 West Elberta Dr. in Pleasant View, Utah on Tuesday, February 10, 2026, commencing at 6:00 PM.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Pleasant View City Office at 801-782-8529, at least 24 hours prior to the meeting.

The City Council at its discretion may change the order and times of the agenda items.

MEMORANDUM

TO: Andrea Steiniger
Pleasant View City Corporation

FROM: Benjamin A. Slater, P.L.S.
Jones & Associates Consulting Engineers

RE: **OMAN ESTATES – FINAL ACCEPTANCE**

Date: January 23, 2026

Dear Andrea:

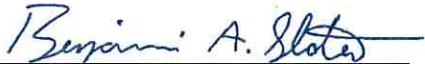
I have completed an inspection of the improvements in the above-mentioned subdivision and found them to be completed satisfactorily and to meet minimum requirements of Pleasant View City standards in accordance with engineering and/or subdivision plans submitted and previously approved. I have presented this request to the DRC (Development Review Committee) where it was accepted. We now recommend granting Final Acceptance of this subdivision.

All remaining escrow funds can be released at this time (See attached escrow release).


If you have any questions, or if I can be of any help, please let me know.

Sincerely,

JONES AND ASSOCIATES
Consulting Engineers
Pleasant View City Engineers


Benjamin A. Slater, P.L.S.
City Inspector

Date of Final Acceptance to be determined by the City Council

Accepted by 
Dana Q. Shuler, P.E.
Engineer

Oman Estates

Developer: Derrick Oman



Improvements Total: \$98,418.15

Total Escrow Amount: \$92,538.15

Construction Initiation: 4/2/2021

Completion Deadline: 4/2/2023

ESCROW RELEASE SUMMARY

Release #: 3

Date: 1/23/2026

	PREVIOUS	THIS RELEASE	TO DATE
Gross Earnings (including materials)	\$83,980.05	\$8,558.10	\$92,538.15
Less Previous Releases	\$83,980.05	-	\$83,980.05
Net Release (this estimate)			\$8,558.10

Total Percentage Released: 100%

Total Amount Remaining \$0.00

Approx. Completion Time Remaining (months): 0

City Engineer Review and Recommendation

Inspector - Jones & Associates

11/23/2026

Date

ITEM NO.	LINE ITEM DESCRIPTION	Original Qty	Remaining (Escrowed) Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT RELEASE	TOTAL RELEASED TO DATE
ON-SITE IMPROVEMENTS									
1	1" Culinary service lines with meter setter - includes hot tap - does n	4	4	ea	\$2,100.00	ea	4 ea		\$8,400.00
2	Sewer lateral - includes hot tap - does not include asphalt patch	4	0	lf	\$1,400.00	lf	lf		
3	Curb & gutter	916	916	lf	\$19.00	lf	916 lf		\$17,404.00
4	6" thick sidewalk	916	916	lf	\$22.00	lf	916 lf		\$20,152.00
5	Asphalt patches	3	3	ea	\$550.00	ea	3 ea		\$1,650.00
6	Asphalt shoulder	5,500	5,500	sf	\$1.25	sf	5,500 sf		\$6,875.00
7	Install trash rack or 2x2 storm box with grate	2	2	ea	\$1,500.00	ea	2 ea		\$3,000.00
8	Grade lot 4	1	1	ls	\$3,000.00	ls	1 ls		\$3,000.00
9	6 foot wide graded swale with sod and 4" topsoil	1	1	ls	\$3,000.00	ls	1 ls		\$3,000.00
10	Install irrigation service	4	4	ea	\$1,800.00	ea	4 ea		\$7,200.00
11	Excavation	80	80	sy	\$100.00	sy	80 sy		\$8,000.00
12	Site work	20	20	sy	\$65.00	sy	20 sy		\$1,300.00
GUARANTEE OF IMPROVEMENTS									
60	5% CONTINGENCY	1	1	ls	\$3,999.05	ls	1.00 ls		\$3,999.05
61	10% GUARANTEE	1	1	ls	\$8,558.10	1 ls	1 ls	\$8,558.10	\$8,558.10
TOTALS=								\$8,558.10	\$92,538.15
AMOUNT OF REQUEST=								\$8,558.10	\$92,538.15



REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this January, 2026 ("Offer Reference Date") Bailey V Properties, LLC ("Buyer") offers to purchase from Pleasant View City ("Seller") the Property described below and ☐ **delivers to the Buyer's Brokerage with this offer, or ☐ agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23),** Earnest Money in the amount of \$ N/A in the form of N/A. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage N/A Phone: _____

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OTHER PROVISIONS

1. PROPERTY: Weber County APN: 19-016-0051 See Addendum No.1

also described as: _____

City of _____, County of _____ State of Utah, Zip _____ (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) N/A

1.2 Excluded Items. (specify) N/A

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE. The Purchase Price for the Property is \$ See Addendum #1. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$ N/A **(a) Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ N/A **(b) New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$ N/A **(c) Seller Financing.** (see attached Seller Financing Addendum)

\$ See Addendum #1 **(d) Balance of Purchase Price in Cash at Settlement**

\$ See Addendum #1 **PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: ☐ Seller ☒ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain)

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ Seller ☒ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain)

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: ☒ Upon Closing; ☐ _____ Hours after Closing; ☐ _____ Calendar Days after Closing; ☐ Other (explain)

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent	N/A	, represents	<input type="checkbox"/> Seller <input type="checkbox"/> both Buyer and Seller as a Limited Agent;
Seller's Brokerage	N/A	, represents	<input type="checkbox"/> Seller <input type="checkbox"/> both Buyer and Seller as a Limited Agent;
Buyer's Agent	N/A	, represents	<input type="checkbox"/> Buyer <input type="checkbox"/> both Buyer and Seller as a Limited Agent;
Buyer's Brokerage	N/A	, represents	<input type="checkbox"/> Buyer <input type="checkbox"/> both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;

(b) a Commitment for Title Insurance as referenced in Section 6.1;

(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;

- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: ☐ IS ☒ IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: ☐ WILL ☒ WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money

Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ **Addendum No.** 1 ☐ **Seller Financing Addendum** ☐ **Other (specify)** _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: ☐ **SHALL** ☒ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money

Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	<u>N/A</u>	(Date)
(b) Due Diligence Deadline	<u>Settlement Deadline</u>	(Date)
(c) Financing & Appraisal Deadline	<u>N/A</u>	(Date)
(d) Settlement Deadline	<u>See Addendum #1</u>	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: ____ : ____ [☐] AM [☐] PM Mountain Time on _____ (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Bailey V Properties LLC

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[☐] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

[☐] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

[☐] **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Pleasant View City

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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**UAR FORM
19**

ADDENDUM NO. 1 TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM (this “*Addendum*”) to that REAL ESTATE PURCHASE CONTRACT FOR LAND with an Offer Reference Date of January __, 2026 (the “*REPC*”), including all prior addenda and counteroffers, between BAILEY V PROPERTIES, LLC, a Utah limited liability company (“*Buyer*”) and PLEASANT VIEW CITY (“*Seller*”), regarding the property situated in Weber County particularly described in Exhibit A attached hereto (the “*Property*”). This Addendum is effective and legally binding for all purposes as of January __, 2026 (the “*Addendum Effective Date*”). Capitalized terms used in this Addendum without being defined herein shall have the respective meanings given to such terms in the REPC.

Notwithstanding anything in the REPC or any other document to the contrary, and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Buyer agree to modify the REPC as follows:

1. Settlement Deadline. The Settlement Deadline shall be the date agreed upon by Buyer and Seller in writing.
2. Consideration; Acknowledgement. Notwithstanding anything in the REPC to the contrary, the parties acknowledge and agree that the conveyance of the Property is made in exchange for Buyer’s promise to perform the obligations set forth in Sections 3 and 4 of this Addendum (collectively, the “*Buyer Obligations*”). The parties intend that the Buyer Obligations constitute material consideration for Seller’s conveyance of the Property. Buyer acknowledges and agrees that (a) the consideration to be received by Seller in this transaction includes the Buyer Obligations, (b) the costs, expenses, and burdens associated with the Buyer Obligations may be substantial and may exceed the fair market value of the Property, and (c) as a result, Seller may be receiving value and/or benefits that are greater than the value of the Property.
3. Cross Access Easement. At the Closing, Buyer shall provide a cross-access and reciprocal easement in favor of Seller with respect to the parcels designated as Weber County APNs 19-016-0111 and 19-016-0046 pursuant to a Cross Access and Reciprocal Easement Agreement in a form mutually agreeable between the parties (the “*Cross Access Easement Agreement*”). The Cross Access Easement Agreement shall grant Seller the right to access and use the access drive to be constructed on such parcels (the “*Access Drive*”) as shown on Exhibit A. Following completion, Buyer shall be responsible, at Buyer’s cost, for maintenance of the Access Drive as required by and in accordance with the Cross Access Easement Agreement (including, as applicable, repair and upkeep to keep the Access Drive in a safe and serviceable condition). The Cross Access Easement Agreement shall be finalized and recorded at the Closing.
4. Construction Obligations. On the condition the Closing occurs, Buyer shall be responsible to construct a deceleration lane (the “*Deceleration Lane*”) at the access point to be situated at the northeast of Weber County APN 19-016-0111 (the “*Existing Buyer Parcel*”), in accordance with applicable governmental requirements and approvals. Buyer’s obligation to commence construction of the Deceleration Lane shall arise upon Buyer’s receipt of a building permit for construction of a building on the Existing Buyer Parcel (the “*Permit Trigger*”). Prior to the Permit Trigger, Buyer may, but shall have no duty to, commence construction of the Deceleration Lane. The Deceleration Lane shall be designed and constructed in compliance with (a) applicable laws and ordinances, and (b) the requirements of the governmental authority(ies) having jurisdiction (including Pleasant View City and any applicable road authority), and shall be subject to required permits, inspections, and approvals. Seller shall work in good faith with Buyer for purposes of Buyer’s performance of its obligations under this Section 4.

5. Miscellaneous. The obligations in this Addendum shall survive Closing to the extent necessary to carry out their terms. Except as modified hereby, the REPC shall remain in full force and effect. On or after the Addendum Effective Date, each reference in the REPC to “this REPC,” “this Agreement,” “hereunder,” “hereof,” “herein,” or words of like import shall mean and be a reference to the Purchase Agreement as amended by this Addendum. This Addendum may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or electronic signature (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com), or any other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties signed this Addendum to be legally binding as of the Addendum Effective Date regardless of the actual date of signing.

SELLER:

BUYER:

PLEASANT VIEW CITY

BAILEY V PROPERTIES, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: Brent Bailey

Title: Manager

EXHIBIT A

(Legal Description of the Property)

A PORTION OF THAT CERTAIN PARCEL SITUATED IN WEBER COUNTY, STATE OF UTAH, HAVING A WEBER COUNTY ASSESSOR'S PARCEL NUMBER OF 19-016-0051, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT 75.2 FEET EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE O.S.L. RAILROAD LOCATED 442.89 FEET NORTH $89^{\circ}31'23''$ WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND 90.21 FEET SOUTH $00^{\circ}28'37''$ WEST AND 577.85 FEET SOUTH $56^{\circ}32'00''$ WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 25;

RUNNING THENCE SOUTH $25^{\circ}54'00''$ EAST 555.76 FEET (SOUTH $26^{\circ}46'$ EAST 559.3 FEET BY RECORD) PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH $57^{\circ}39'20''$ WEST 75.68 FEET (SOUTH $57^{\circ}28'$ WEST 75.2 FEET BY RECORD) TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH $25^{\circ}54'00''$ WEST 517.67 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH $24^{\circ}42'02''$ EAST 68.80 FEET THENCE NORTH $56^{\circ}32'00''$ EAST 22.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.936 ACRES.

PROPOSAL

E.K. BAILEY CONSTRUCTION

OGDEN, UTAH

ekbaileyconstruction.com • (801) 782-4748

To: E.K. Bailey Construction

PROJECT: Highway 89 Decel Lane

ATTN: Brent Bailey

DATE: 06/23/20258

[illegible]

TOTAL	100
-------	-----

\$355,582.78

Accepted By: _____

Date: _____



DHgroup

**AN APPRAISAL REPORT OF
A 0.53 ACRE TRACT OF LAND**



**WITHIN PROPERTY OWNED BY
PLEASANT VIEW CITY**

LOCATED AT
~3528 N HIGHWAY 89,
PLEASANT VIEW, UTAH 84414

PREPARED FOR
PLEASANT VIEW CITY
ATTN: Andrea Steiniger, MBA
City Administrator

PROJECT IDENTIFICATION
PROJECT: N/A
PROJECT PARCEL ID. 19-014-0072
PIN No. N/A

PREPARED BY
DAVID P. HOLTBY, MAI, R/W-AC
CERTIFIED GENERAL APPRAISER

DATE OF VALUATION
NOVEMBER 24, 2025

DATE OF REPORT
NOVEMBER 25, 2025



November 25, 2025

Project No. N/A
Pin No. N/A / Parcel No. 19-014-0072
Ownership: Pleasant View City

Andrea Steiniger, MBA
City Administrator
Pleasant View City
520 W Elberta Drive
Pleasant View, Utah 84414

Re: An Appraisal Report of a 0.53 acre tract of land within property owned by Pleasant View City located at ~3528 N Highway 89, Pleasant View, Utah 84414. Project: N/A; Parcel No.: 19-014-0072, Project Pin No.: N/A. Appraisal file #4422dh1125am.

Andrea Steiniger, MBA:

As requested, I have prepared an Appraisal Report addressing the market value of the fee simple interest of the above referenced property. The purpose of the inspection and subsequent investigation and analysis is to formulate an opinion of the market value of a 0.53 acre tract of land.

The defined larger parcel is identified as Weber County parcel numbers 19-016-0158; :0157; 19-014-0072; 19-016-0051. The larger parcel as determined herein contains a total land size of 218,671 square feet, or 5.02 acres. The owner of record is Pleasant View City. The property is currently improved with a city park and restroom building. The vertical improvement structures will not be adversely impacted by the proposed land acquisition and they are excluded from this analysis and have not been inspected, appraised or otherwise considered herein. The values contained herein are for the underlying land only.

The potential land acquisition is located along the northwest boundary of the subject property. The acquisition is to be used for negotiations for a possible land swap for roadway improvements. According to the instruments provided by the client, the potential land acquisition, identified as parcel no. 19-014-0072, contains a total area of 23,087 square feet, or 0.53 acre. The parcel size indications as noted on the instruments are utilized herein. No other proposed acquisitions are planned to impact the subject property and the area of the remainder of the larger parcel after the potential acquisition/exchange is 195,584 square feet, or 4.490 acres.



Meeting with the Property Owner:

I corresponded with Ms. Steiniger via email (asteiniger@pleaantviewut.gov). She confirmed that the subject property is vacant land and granted permission for me to inspect the property from the dirt road that runs along the south side of the park property. I inspected the property on November 24, 2025.

After analyzing all of the data presented in the report, I am of the opinion that the market value "as is" of the potential land acquisition, as of November 24, 2025, is:

**TWO HUNDRED SEVEN THOUSAND EIGHT HUNDRED DOLLARS
(\$207,800)**

The results of the appraisal have been prepared and communicated in an Appraisal Report format, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP. As is typical with right-of-way assignment, this report presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of market value. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. Supporting documentation is retained in the appraiser's work file. This appraisal report conforms with, and is subject to, the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, C.F.R. 24.103, the Utah Relocation Assistance Act, Utah Code Section 57-12, Utah State Code Title 78B-6-522, the Code of Professional Ethics, and the Utah Department of Transportation (UDOT) FHWA-approved Right-of-Way or Appraisal Manual. The use of this appraisal report, by the client or by a third party, will mean acceptance of all assumptions and limiting conditions contained in the Letter of Transmittal, Preface, and attached report. The appraiser is not responsible for unauthorized use of this report.

The value given is subject to the general assumptions and limiting conditions, and specific extraordinary assumptions stated in the addenda of the report. It is important that the reader of this report review and understand all general and specific assumptions and limiting conditions. The effective date of value is November 24, 2025. The date of the report is November 25, 2025.



DHgroup

Your attention is invited to the attached appraisal report, which outlines the data collected and the methods used to formulate an opinion of the market value of the subject property and the potential land acquisition. If you have any questions, please contact me at (801) 290-2369.

Respectfully submitted,

David P. Holtby, MAI, R/W-AC

Utah State Certified General Appraiser License No. 5503226-CG00, Expires 3-31-27

Enc.

**PETITION REQUESTING THE CREATION OF
FW LANDING PUBLIC INFRASTRUCTURE DISTRICT
IN FARR WEST CITY, UTAH AND PLEASANT VIEW CITY, UTAH**

January 13, 2026

Farr West City

Attn: Farr West City Recorder
1896 North 1800 West
Farr West, UT 84404
lindsay@farrwestcity.gov

Pleasant View City

Attn: Pleasant View City Recorder
520 West Elberta Drive
Pleasant View, UT 84414
lhellstrom@pleasantviewut.gov

The undersigned (the “**Petitioners**”) hereby request that Farr West City, Utah and Pleasant View City, Utah (each a “**City**” and collectively the “**Cities**”) create the FW Landing Public Infrastructure District (the “**District**”) pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 (collectively, the “**Act**”). The Petitioners request the creation of the District to assist in the financing of Public Infrastructure and Improvements (as defined below) relating to the construction of the FW Landing mixed-use commercial development (the “**Development**”). For additional information regarding the District and this request, please see the Letter of Intent submitted to the City on January 13, 2026.

“**Public Infrastructure and Improvements**” means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Act to serve the future property owners and inhabitants of the District as determined by the District’s Board of Trustees, and includes Public Infrastructure and Improvements as defined in the Act.

I. Petitioners

Petitioners/Owners:

KBP Office Group L.C.
4885 South 900 East, Suite 208
Salt Lake City, UT 84117
Attn: John Tebbs

The BACT Limited Partnership
8610 South Sandy Parkway, Suite 210
Sandy, UT 84070
Attn: John Tebbs

Farr West Industrial, L.L.C.
1201 East Wilmington Avenue, Suite 115
Salt Lake City, UT 84106
Attn: Brian Shelley

Murray Family Holdings, LLC
1907 North 400 West
Centerville, UT 84014
Attn: Dan Murray

Richard L. Miller Properties, LLC
2455 West Main Street
Tremonton, UT 84337
Attn: Jason Miller

Wallco, L.C.
1565 West Hillfield Road, Suite 104
Layton, UT 84041
Attn: Tyrell J. Wall

Contact Sponsor:

Andrew Snyder
20010 Manderson Street, Suite 2
Elkhorn, NE 68022
(402) 669-1163
drew@woodsonia.net

Party Under Contract:

Woodsonia Farr West, LLC
20010 Manderson Street, Suite 2
Elkhorn, NE 68022
Attn: Andrew Snyder, Manager

The Petitioners represent 100% of the surface property owners within the proposed District Boundaries. There are no registered voters residing within the proposed District Boundaries or the Annexation Area.

Additionally, the Petitioners hereby irrevocably appoint Woodsonia Farr West, LLC, a Utah limited liability company (the "**Party Under Contract**"), as its true and lawful agent and representative for all purposes relating to the formation, organization, administration, and initial governance of the District, including without limitation: (i) submitting and supplementing this Petition and the accompanying Letter of Intent; (ii) communicating with the City and its staff; (iii) negotiating and executing documents related to the creation of the District; and (iv) taking all other actions reasonably necessary or advisable to effectuate the creation of the District, all subject to the conditions set forth herein. The Party Under Contract is the developer of the Development and is currently under contract to purchase all of the property currently owned by the Petitioners that the District Boundaries (defined below) are comprised of.

The Petitioners hereby designate Andrew Snyder, in his capacity as Manager of the Party Under Contract, as the "**Contact Sponsor**" for the proposed District for purposes of Utah Code Title 17D and applicable City ordinances, with full authority to act on behalf of the Petitioners and the Party Under Contract in connection with the District.

II. Proposed District Boundaries

The Petitioners request the District be comprised of the boundaries as further described in Exhibit A. Additionally, in accordance Section 17D-4-201(3) of the Act, the Petitioners request each City approve the annexation or withdrawal of all or a portion of certain property comprising the proposed annexation area (the "**Annexation Area**") into or from the District upon consent, if any, by the owners and registered voters, if any, within such parcel or a portion thereof. See Exhibit A for a map of the proposed District Boundaries (the "**District Boundaries**"). The Annexation Area will mirror the District Boundaries.

III. Requested Service

The Petitioners request the District be created for the purpose of financing the construction of Public Infrastructure and Improvements relating to the Development, as permitted under the Act, and as shall be further described in a governing document relating to the District ("**Governing Document**"). The District anticipates having the ability to levy a property tax of up to 0.006 per dollar ("**6 mills**") of taxable value of taxable property within the District, monetizing tax increment financing, and levying special assessments and fees.

IV. Board of Trustees

The Petitioners hereby waive the residency requirement of Section 17D-4-202 of the Act and proposes that the Board of Trustees for the District be initially composed of three (3) members appointed by the City Council of each City and comprising property owners, their agents, or officers. The Petitioners further acknowledge and agree that each member of the Board of Trustees shall serve not only in his or her statutory capacity as a trustee of the District, but also as an authorized agent of the Petitioners with respect to matters relating to the District, subject to the limitations and conditions set forth herein and applicable law. The initial three (3) members of the Board of Trustees are as follows:

- (a) **Mitch Hohlen**
20010 Manderson Street, Suite 101
Elkhorn, NE 68022
mitch@woodsonia.net
- (b) **Andrew Snyder**
20010 Manderson Street, Suite 101
Elkhorn, NE 68022
drew@woodsonia.net
- (c) **Natalie Wordekemper**
20010 Manderson Street, Suite 101
Elkhorn, NE 68022
natalie@woodsonia.net

V. Petitioners' Representations

The Petitioners hereby represent and warrant that:

- (a) Andrew Snyder is authorized to sign on behalf of the Petitioners;
- (b) The Petitioners are the owner of the real property included within the District Boundaries;
- (c) This Petition is signed by 100% of the surface property owners of real property within the District Boundaries;
- (d) There are no registered voters residing within the District Boundaries; and
- (e) The proposed Trustees listed above are registered voters at their primary residence and are either a property owner or the agent or officer of a property owner.

VI. Petitioners' Consent

The Petitioners hereby consent to:

- (a) The creation of a public infrastructure district within the District Boundaries;
- (b) Andrew Snyder acting as the Contact Sponsor for the Petitioners;
- (c) The annexation of the Annexation Area into the District upon the conveyance, if any, of any portion of such area;
- (d) A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17D-4-202(3)(a) of the Act;
- (e) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act pursuant to Section 17D-4-201(2)(b) of the Act;
- (f) The District levying a property tax of up to 0.006 per dollar ("**6 mills**") of taxable value of taxable property within the District, and acknowledge that the property of the Petitioners will be subject to such tax;
- (g) The District monetizing tax increment financing and levying special assessments and fees; and
- (h) The issuance by the District of bonds repayable through tax increment and/or assessments.

VII. Condition Precedent to Financial Actions of the District

Notwithstanding the creation of the District, the appointment of trustees, or any other action taken in connection with the District, the Petitioners and the Party Under Contract expressly acknowledge and agree that:

- (a) No ad valorem tax, assessment, fee, or charge of any kind shall be levied or imposed by the District;
- (b) No bonds or other debt obligations of the District shall be issued; and

- (c) No reimbursement, funding, or financing agreements shall be executed or become effective,
- (d) unless and until (i) the Party Under Contract has acquired fee simple title to one hundred percent (100%) of the real property located within the District Boundaries or (ii) the District has obtained the consent of one hundred percent (100%) of the property owners affected by such tax, assessment, fee or charge.

Any action taken by the District prior to such acquisition shall be limited solely to ministerial, organizational, or administrative matters and shall not result in any financial obligation or tax burden upon the property.

VIII. Reliance and Ratification

The Petitioners ratify and confirm all actions taken or to be taken by the Party Under Contract, the Contact Sponsor, and the initial members of the Board of Trustees within the scope of the authority granted herein. The Petitioners acknowledge that the City is entitled to rely upon the representations and authorizations contained in this Petition without further inquiry.

IX. Electronic Means; Counterparts

This Petition may be conducted by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Petitioners have executed this Petition as of the date indicated above.

Petitioners:

**KBP Office Group, L.C., a
Utah limited liability company**

By: Mark Tebbs
Name: Mark Tebbs
Title: Managing Member

STATE OF Utah)

SS:

COUNTY OF Utah)

On this 5 day of January, 2026, personally appeared before me Mark Tebbs, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Managing Member for KBP Office Group, L.C., a Utah limited liability company, that he was duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.

Nicole J Mills
NOTARY PUBLIC

Residing at: 5405 W. 11000 N.
Highland, UT 84003

My Commission Expires:

05/03/2029



The BACT Limited Partnership, a
Utah limited partnership

By: BB Management 1, LLC
Its: General Partner

By: Mark Tebbs
Name: Mark Tebbs
Title: Managing Member

STATE OF Utah)

ss:

COUNTY OF Utah)

On this 5 day of January, 2026, personally appeared before me Mark Tebbs, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Managing Member of BB Management 1, LLC, a Utah limited liability company, which is the General Partner for The BACT Limited Partnership, a Utah limited partnership, that he was duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.

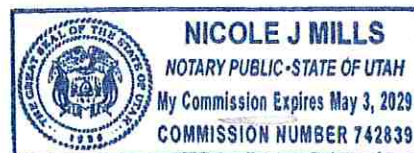
Nicole J Mills
NOTARY PUBLIC

Residing at: 5405 W. 11000 N.

Highland, UT 84003

My Commission Expires:

05/03/2029



Farr West Industrial, L.L.C., a
Utah limited liability company

By: Colmena Capital, Inc.
Its: Manager

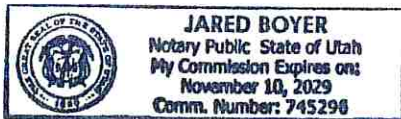
By: Brian Shelley
Name: Brian Shelley
Title: CFO

STATE OF Utah)

SS:

COUNTY OF Salt Lake)

On this 6 day of Jan, 2020, personally appeared before me (i) Brian Shelley, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the CFO of Colmena Capital, Inc., a Utah corporation, which is a Manager for Farr West Industrial, L.L.C., a Utah limited liability company, that he was duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.



Jared Boyer
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

11/10/2029

Murray Family Holdings, LLC, a
Utah limited liability company

By: *Dan C Murray*
Name: Dan Murray
Title: Manager

STATE OF UTAH)

ss:

COUNTY OF DAVIS)

On this 30 day of DECEMBER, 2025, personally appeared before me Dan Murray, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Manager for Murray Family Holdings, LLC, a Utah limited liability company, that he was duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.

Deborah S Bishop

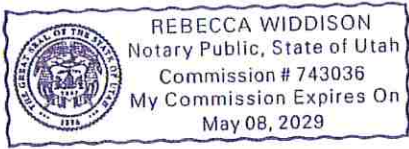
NOTARY PUBLIC

Residing at: *Centerville, Utah*

My Commission Expires:

07/30/2026





Wallco, L.C., a
Utah limited liability company

By: [Signature]

Name: Tyrell J. Wall

Title: Manager

STATE OF Utah)

SS:

COUNTY OF Davis)

On this 10 day of January 2024 personally appeared before me Tyrell J. Wall, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he/she is the Manager for Wallco, L.C., a Utah limited liability company, that he was duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.

[Signature]

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

May 8, 2029

SS:

COUNTY OF)

On this ____ day of _____, 20____, personally appeared before me Dan Murray, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Manager for Murray Family Holdings, LLC, a Utah limited liability company, that he was duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

Richard L. Miller Properties, LLC, a
Utah limited liability company

By: 

Name: Jason Miller

Title: Managing Member

STATE OF)

SS:

COUNTY OF)

On this 9 day of January, 2020, personally appeared before me Jason Miller, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Managing Member for Richard L. Miller Properties, LLC, a Utah limited liability company, that he was duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.



Heidi Harper
NOTARY PUBLIC
Residing at: Logan, UT

My Commission Expires:

January 27, 2026

Wallco, L.C., a
Utah limited liability company

By: _____
Name: Tyrell J. Wall
Title: Manager

STATE OF)

SS:

COUNTY OF)

Party Under Contract:

Woodsonia Farr West, LLC, a
Utah limited liability company

By: [Signature]

Name: Andrew Snyder

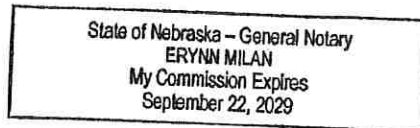
Title: Manager

STATE OF Nebraska

SS:

COUNTY OF Douglas

On this 9th day of January 2020, personally appeared before me Andrew Snyder, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Manager for Woodsonia Farr West, LLC, a Utah limited liability company, that he was duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.



[Signature]

NOTARY PUBLIC

Residing at: Omaha, NE

My Commission Expires:

September 22, 2029

EXHIBIT A
DISTRICT BOUNDARIES

District Boundaries – Legal Description

Three separate tracts of land, situate in the West Half of Section 25 and the East Half of Section 26, Township 7 North, Range 2 West, Salt Lake Base and Meridian, said tracts being all of Lots 1, 3, 4, 6, and 7 of the Farr West Commercial Subdivision, said tracts also located in Weber County, Utah. Being more particularly described as follows:

Tract 1

Beginning at a point on the Easterly right-of-way line of 1900 West Street, said point being North 88°11'49" East 45.16 feet along the section line and South 529.90 feet from the West Corner of said Section 25; and running thence North 88°54'17" East 252.93 feet; thence South 00°16'30" East 277.42 feet; thence North 71°47'03" East 387.37 feet; thence South 18°11'05" East 45.05 feet; thence South 18°12'57" East 1,367.12 feet; thence South 18°17'05" East 95.63 feet to the Northerly right-of-way line of 2775 North Street; thence along said right-of-way line to and along the Easterly right-of-way line of 1900 West Street the following eight (8) courses:

(1) Westerly 98.32 feet along the arc of a 315.00 foot radius curve to the left (center bears South 07°52'54" West and the chord bears South 88°56'23" West 97.92 feet with a central angle of 17°53'02");

(2) South 79°59'52" West 443.86 feet;

(3) Westerly 193.97 feet along the arc of a 400.00 foot radius curve to the right (center bears North 10°00'08" West and the chord bears North 86°06'37" West 192.08 feet with a central angle of 27°47'03");

(4) North 72°13'05" West 134.54 feet;

(5) Northwesterly 270.93 feet along the arc of a 236.00 foot radius curve to the right (center bears North 17°46'55" East and the chord bears North 39°19'50" West 256.29 feet with a central angle of 65°46'30");

(6) North 06°26'35" West 252.08 feet;

(7) Northerly 516.46 feet along the arc of a 5,657.00 foot radius curve to the right (center bears North 83°33'25" East and the chord bears North 03°49'39" West 516.28 feet with a central angle of 05°13'51");

(8) North 01°12'44" West 644.78 feet to the point of beginning.

Contains 1,231,287 Square Feet or 28.266 Acres

Tract 2

Beginning at a point on the Farr West and Pleasant View City boundary line, said point also being at the intersection of the section line and the Northwesterly right-of-way line of 1900 West Street, said point being North 88°11'49" East 42.02 feet along the section line from the West Corner of said Section 25; and running thence along said right-of-way line the following three (3) courses:

(1) Southerly 215.58 feet along the arc of a 315.00 foot radius curve to the left (center bears South 50°38'06" East and the chord bears South 19°45'34" West 211.39 feet with a central angle of 39°12'41");

(2) South 00°09'13" West 185.27 feet;

(3) South 01°12'44" East 793.47 feet; thence South 88°47'19" West 2.77 feet to the Easterly right-of-way line of Interstate 15; thence along said Easterly right-of-way line the following seven (7) courses:

(1) North 01°30'03" West 437.96 feet;

(2) North 01°12'41" West 78.51 feet;

(3) South 89°59'29" West 30.98 feet;

(3) North 01°15'45" West 282.00 feet;

(4) North 00°11'29" East 378.00 feet;

(5) North 89°59'29" East 31.20 feet;

(6) North 00°14'52" East 525.72 feet;

(7) Northerly 1,514.46 feet along the arc of a 5,849.49 foot radius curve to the left (center bears North 89°47'16" West and the chord bears North 07°12'17" West 1,510.23 feet with a central angle of 14°50'03"); thence South 18°11'05" East 2,009.31 feet to the Northerly right-of-way line of 2775 North Street; thence along said right-of-way line the following two (2) courses:

(1) North 89°17'21" West 116.71 feet;

(2) Southwesterly 282.29 feet along the arc of a 315.00 foot radius curve to the left (center bears South 00°42'39" West and the chord bears South 65°02'17" West 272.94 feet with a central angle of 51°20'45") to the point of beginning.

Contains 376,990 Square Feet or 8.655 Acres

Tract 3

Beginning at a point on the Southerly right-of-way line of 2775 North Street, said point being North 89°19'54" East 524.92 feet along the section line and South 2,293.66 feet from the West Corner of said Section 25; and thence along said Southerly right-of-way line the following two (2) courses:

(1) Easterly 93.37 feet along the arc of a 480.00 foot radius curve to the left (center bears North 01°08'33" East and the chord bears North 85°34'12" East 93.22 feet with a central angle of 11°08'41");

(2) North 79°59'52" East 269.89 feet; thence South 00°40'06" East 118.78 feet to the northerly boundary line of Maverik Family Travel Plaza Commercial Subdivision - Phase 2; thence South 89°13'43" West 379.45 feet along said boundary line; thence to and along the Southerly right-of-way line of 2775 North Street the following two (2) courses:

(1) North 00°40'06" West 50.08 feet;

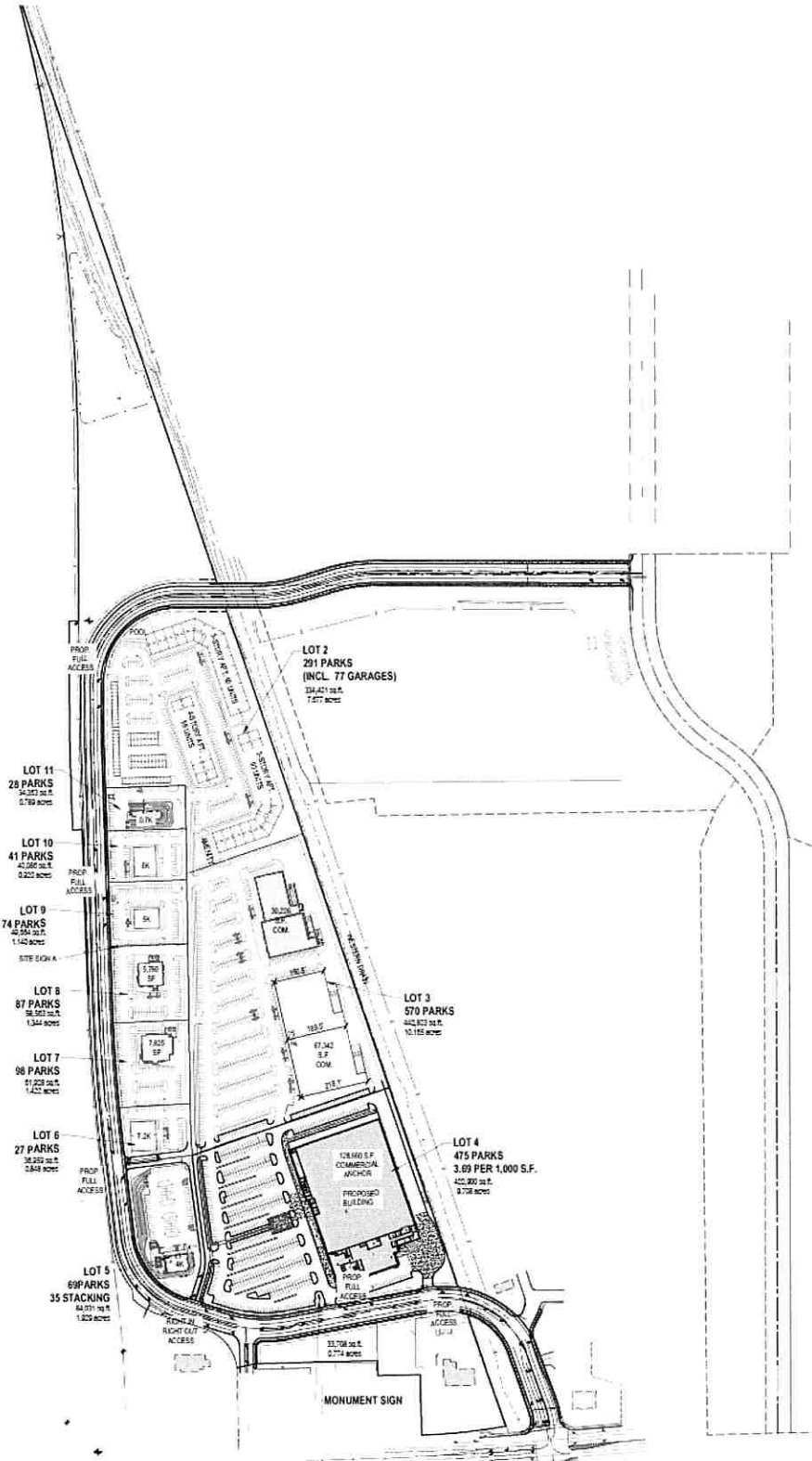
(2) Northeasterly 31.25 feet along the arc of a 19.50 foot radius curve to the right (center bears North 89°19'54" East and the chord bears North 45°14'14" East 28.01 feet with a central angle of 91°48'39") to the point of beginning.

Contains 33,789 Square Feet or 0.776 Acres

DISTRICT BOUNDARY MAP AND PROPOSED FLEP

(See following pages)

DISTRICT BOUNDARY MAP



[illegible]

January 13, 2026

VIA FIRST CLASS MAIL AND EMAIL

Farr West City

Attn: Farr West City Recorder
1896 North 1800 West
Farr West, UT 84404
lindsay@farrwestcity.gov

Pleasant View City

Attn: Pleasant View City Recorder
520 West Elberta Drive
Pleasant View, UT 84414
lhellstrom@pleasantviewut.gov

**Re: Letter of Intent to Create the FW Landing Public Infrastructure District to
Facilitate Construction of Public Infrastructure in the FW Landing
Development in Farr West City and Pleasant View City**

INTRODUCTION

Woodsonia Farr West, LLC, a Utah limited liability company (the "**Applicant**"), in its capacity as development sponsor for the proposed Public Infrastructure District (the "**District**"), hereby submits the following Letter of Intent ("**LOI**") to Farr West City and Pleasant View City (each, a "**City**"), for consideration of the creation of the District to facilitate the construction of Public Infrastructure and Improvements (as defined in the following paragraph) within the FW Landing mixed-use development (the "**Development**"). Specifically, the Applicant is requesting that each City return a positive recommendation to the Applicant regarding the creation of the District as proposed herein. Upon receiving a positive recommendation from each City, the Applicant will proceed with preparation of governing documents in accordance with the Public Infrastructure District Act (Utah Code Ann. § 17D-4-101 et seq. or the "**Act**") and the recommendations of each City.

"**Public Infrastructure and Improvements**" means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Act to serve the future property owners and inhabitants of the District as determined by the District's Board of Trustees, and includes Public Infrastructure and Improvements as defined in the Act.

The Applicant is submitting this LOI with the following understanding:

- This LOI represents an initial step in the creation of the proposed District. A positive recommendation from City staff of each City to this LOI represents an option for the Applicant to submit a governing document that presents District formation and operation in greater detail.
- A positive recommendation to move forward with a governing document from City staff of each City does not represent a commitment by each City to approve the formation of the District.

- Each City and the Applicant will consider this process as iterative and will work towards a solution that meets each City's and the Applicant's needs.

Each of the landowners within the proposed District boundaries is identified as a Petitioner in the accompanying Petition for Creation (the "Petition") and has irrevocably appointed the Applicant as its true and lawful agent and representative for all purposes relating to the formation, organization, administration, and initial governance of the District, including, without limitation, submitting and supplementing the Petition and this LOI, communicating with the City and its staff, negotiating and executing documents related to the creation of the District, and taking all actions reasonably necessary or advisable to effectuate the creation of the District.

The Applicant is the developer of the proposed development and is currently under contract to purchase all property owned by the Petitioners within the proposed District boundaries. The Petitioners have further designated Andrew Snyder, in his capacity as Manager of the Applicant, as the "Contact Sponsor" for the proposed District for purposes of Utah Code Title 17D and applicable City ordinances, with full authority to act on behalf of the Petitioners and the Applicant in connection with the District.

OVERVIEW

The Applicant is requesting the creation of the District to cover the entirety of the Development. The District would provide important financing for Public Infrastructure and Improvements within the Development to potentially include roadways, water systems, sewer, storm drain improvements, gas and electrical utilities, and other public improvements necessary for the Development. The development costs for the Public Infrastructure and Improvements are estimated to be approximately \$27,000,000. The maximum par amount requested for the District is \$35,000,000 to account for cost escalations, interest reserves and changes in interest rates, etc.

BENEFITS OF DISTRICT IN THIS DEVELOPMENT

The District anticipates allowing for more efficient funding than otherwise available to provide for Public Infrastructure and Improvements for the Development. Infrastructure costs have significantly increased in past years due to notable macroeconomic conditions, thereby resulting in development costs that question overall feasibility of all aspects of the Development. Accordingly, the use of the District anticipates helping the Development (57.3 acres of currently vacant land on the east side of Interstate 15 and just north of 2700 North to be developed into a desirable mixed-use retail space) be financially viable. The District anticipates helping alleviate these constraints and thereby promote timely development within each City, which development brings additional employment opportunities, increased sales tax revenue from growth in retail activity, increased property tax benefits and much needed housing supply. The District anticipates allowing the Developer to provide enhanced amenities in the Development (i.e., a new Target store, other future retail, and restaurants).

DESCRIPTION OF THE DISTRICT AND PROPOSED DEVELOPMENT

The proposed FW Landing Public Infrastructure District anticipates encompassing approximately 57.3 acres of property and is approved for the construction of a mixed-use development comprised of 11 lots, complete with new Public Infrastructure and Improvements, consisting of: (i) a new Target store located on Lot 4, (ii) Junior Box/retail users on Lot 3, (iii) future retail and restaurants on Lots 5-11, and (iv) up to 275 new market-rate housing units on Lot 2.

The property within the proposed District is zoned for mixed-use and is planned for the proposed destination FW Landing development (see Exhibit A).

The District anticipates including the property described in Exhibit A, including some property that will be annexed into the District at a future date once the Applicant has secured ownership of such property. The plan is for the municipalities/cities to own and maintain the proposed Public Infrastructure and Improvements.

SUMMARY AND COST OF INFRASTRUCTURE, SERVICES AND FACILITIES

Applicant envisions the proposed District being utilized for the following development, infrastructure, services and facilities:

- a. Currently Expected Development Scenario: The proposed Development is anticipated to be built out and absorbed between 2025 and 2030. This mixed-use project is anticipated to bring increased sales tax revenues, property tax revenues, employment opportunities, and local shopping and dining options in addition to much needed housing supply.
- b. Required Local and Regional Infrastructure and Facilities for the Development: The funding anticipates allowing for the excavation and installation of underground utilities such as water, sewer, electrical and fire. It is also anticipated to allow access to the added Public Infrastructure and Improvements with ingress and egress to the Development.
- c. Regional and Local Infrastructure to be Provided by the Proposed District: Applicant is requesting that the District fund all the Required Local and Regional Infrastructure (the scope and cost of which is set forth in greater detail in the attached Exhibit B). Tax increment and assessment bonds are intended to be used for such funding.
- d. Estimated Costs for the Proposed District Improvements: Estimated costs for the Public Infrastructure and Improvements within the Development are constantly changing. As of the date of this LOI, estimated costs are approximately for the Public Infrastructure and Improvements are estimated to be approximately \$27,000,000 as outlined in Exhibit B. The maximum par amount requested for the District is \$35,000,000 to account for cost escalations, interest reserves and changes in interest rates, etc.
- e. Proforma Financial Overview of Total Costs and Revenues. Please see Exhibit B below for a proforma overview of total costs and total revenues from all revenue and capital sources involved in the District's Public Infrastructure and Improvements.
- f. Example Plan of Finance. Please see Exhibit C below for an example plan of finance showing a proposal for how the proposed financing might take place, recognizing that the actual financing terms and structure will be approved by the Board of Trustees of the District within the parameters of the Governing Document.
- g. General Description of Phasing of Construction based on Development Projections: Site work improvements are anticipated to be completed by December 31, 2026, and vertical improvements are anticipated to be completed by December 31, 2030. There will be no phasing involved.

h. Anticipated Collection of Development Fixed Maximum Mill Levy Required to Meet Debt Service of the District: Applicant is requesting each City authorize the District to utilize tax differential generated within the District's boundaries and to impose a mill levy of not to exceed 0.006 per dollar ("**6 mills**") of taxable value of taxable property in the District (the "**Mill Levy**"). The proposed District anticipates issuing bonds repayable from revenues generated by the Mill Levy. Additionally, the proposed District anticipates having the ability to monetize tax increment financing and levy special assessments and fees. Please see Exhibit D below for a table showing the proposed Mill Levy and a comparison of mill levies of similar taxing entities in the area.

i. Summary Overview of the Differences Between the Proposed Development with a Public Infrastructure District in Place and the Plan without a Public Infrastructure District: The following identifies key components of the proposed Development that are made feasible by the approval of the District.

i. The District anticipates enabling access to public capital markets, allowing the Applicant to access low-interest financing to fund the substantial upfront costs of Public Infrastructure and Improvements, which, in turn, reduces the construction timeline and enables the provision of enhanced community amenities not otherwise available.

ii. For example, rather than the Applicant having to wait to collect revenue upon sale of developed land to put in additional infrastructure, it anticipates being able to provide all infrastructure up front, which in turn, reduces the impact to the community and its surrounding neighbors (i.e., no piecemeal construction improvements).

iii. The absence of Public Infrastructure District financing would likely elongate the construction timeline or possibly render the project as contemplated infeasible. The Public Infrastructure District, therefore, anticipates helping provide the timely delivery of a desirable mixed-use community.

PROPOSED TIMELINE FOR DISTRICT CREATION

Developer anticipates creating the District by March 23, 2026. Please see Exhibit E below for proposed timeline for the process leading up to District creation.

CONSENT BY ALL PROPERTY OWNERS AND REGISTERED VOTERS

Applicant hereby acknowledges that a consent must be signed prior to the hearing date for the approval of the District by all property owners and registered voters, if any, within the proposed District, which signed consent approves of the creation of the proposed District and the issuance of debt in an amount sufficient for the proposed plan of financing.

DISCLOSURE OF ANY CONFLICTS OF INTEREST

Applicant is not aware of any conflicts of interest involving either City or any either City's employees or officers.

SIGNED ENGAGEMENT LETTERS

Applicant has engaged its own legal counsel and technical/financial consultants in the preparation of this LOI and other items related to the District. Applicant also understands that


each City may require review of this LOI and the governing documents through third parties. Accordingly, Applicant agrees to pay for each City's costs in having such documents, related to this LOI and the District, reviewed by third parties.

NO INITIAL FINANCIAL OBLIGATIONS

The creation of the proposed District is intended to be organizational in nature only. As more fully set forth in the accompanying Petition for Creation, no ad valorem taxes, assessments, fees, charges, bonds, indebtedness, or reimbursement or financing agreements will be imposed, issued, or become effective unless and until the Applicant has acquired fee simple title to all property within the proposed District boundaries or the consent of all affected property owners has been obtained. Any actions taken by the District prior to such time will be limited to ministerial or administrative matters and will not result in any financial obligation or tax burden on the property.

Best Regards,

Woodsonia Farr West, LLC, a
Utah limited liability company

By: 
Drew Snyder (Jan 15, 2026 08:20:20 CST)
Andrew Snyder, Manager

ATTACHMENTS

- Exhibit A Initial District Boundaries and Proposed Annexation Area**
- Exhibit B Proforma Financial Overview**
- Exhibit C Example Plan of Finance**
- Exhibit D Proposed Mill Levy and Comparison of Mill Levies
 of Similar Taxing Entities in the Area**
- Exhibit E Proposed Timeline for District Creation**

EXHIBIT A

Initial District Boundaries and Proposed Annexation Area

District Boundaries – Legal Description

Three separate tracts of land, situate in the West Half of Section 25 and the East Half of Section 26, Township 7 North, Range 2 West, Salt Lake Base and Meridian, said tracts being all of Lots 1, 3, 4, 6, and 7 of the Farr West Commercial Subdivision, said tracts also located in Weber County, Utah. Being more particularly described as follows:

Tract 1

Beginning at a point on the Easterly right-of-way line of 1900 West Street, said point being North 88°11'49" East 45.16 feet along the section line and South 529.90 feet from the West Corner of said Section 25; and running thence North 88°54'17" East 252.93 feet; thence South 00°16'30" East 277.42 feet; thence North 71°47'03" East 387.37 feet; thence South 18°11'05" East 45.05 feet; thence South 18°12'57" East 1,367.12 feet; thence South 18°17'05" East 95.63 feet to the Northerly right-of-way line of 2775 North Street; thence along said right-of-way line to and along the Easterly right-of-way line of 1900 West Street the following eight (8) courses:

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- (2) South 79°59'52" West 443.86 feet;
- (3) Westerly 193.97 feet along the arc of a 400.00 foot radius curve to the right (center bears North 10°00'08" West and the chord bears North 86°06'37" West 192.08 feet with a central angle of 27°47'03");
- (4) North 72°13'05" West 134.54 feet;
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- (7) Northerly 516.46 feet along the arc of a 5,657.00 foot radius curve to the right (center bears North 83°33'25" East and the chord bears North 03°49'39" West 516.28 feet with a central angle of 05°13'51");
- (8) North 01°12'44" West 644.78 feet to the point of beginning.

Contains 1,231,287 Square Feet or 28.266 Acres

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Beginning at a point on the Farr West and Pleasant View City boundary line, said point also being at the intersection of the section line and the Northwesterly right-of-way line of 1900 West Street, said point being North 88°11'49" East 42.02 feet along the section line from the West Corner of said Section 25; and running thence along said right-of-way line the following three (3) courses:

(1) Southerly 215.58 feet along the arc of a 315.00 foot radius curve to the left (center bears South 50°38'06" East and the chord bears South 19°45'34" West 211.39 feet with a central angle of 39°12'41");

(2) South 00°09'13" West 185.27 feet;

(3) South 01°12'44" East 793.47 feet; thence South 88°47'19" West 2.77 feet to the Easterly right-of-way line of Interstate 15; thence along said Easterly right-of-way line the following seven (7) courses:

(1) North 01°30'03" West 437.96 feet;

(2) North 01°12'41" West 78.51 feet;

(3) South 89°59'29" West 30.98 feet;

(3) North 01°15'45" West 282.00 feet;

(4) North 00°11'29" East 378.00 feet;

(5) North 89°59'29" East 31.20 feet;

(6) North 00°14'52" East 525.72 feet;

(7) Northerly 1,514.46 feet along the arc of a 5,849.49 foot radius curve to the left (center bears North 89°47'16" West and the chord bears North 07°12'17" West 1,510.23 feet with a central angle of 14°50'03"); thence South 18°11'05" East 2,009.31 feet to the Northerly right-of-way line of 2775 North Street; thence along said right-of-way line the following two (2) courses:

(1) North 89°17'21" West 116.71 feet;

(2) Southwesterly 282.29 feet along the arc of a 315.00 foot radius curve to the left (center bears South 00°42'39" West and the chord bears South 65°02'17" West 272.94 feet with a central angle of 51°20'45") to the point of beginning.

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Tract 3

Beginning at a point on the Southerly right-of-way line of 2775 North Street, said point being North 89°19'54" East 524.92 feet along the section line and South 2,293.66 feet from the West Corner of said Section 25; and thence along said Southerly right-of-way line the following two (2) courses:

(1) Easterly 93.37 feet along the arc of a 480.00 foot radius curve to the left (center bears North 01°08'33" East and the chord bears North 85°34'12" East 93.22 feet with a central angle of 11°08'41");

(2) North 79°59'52" East 269.89 feet; thence South 00°40'06" East 118.78 feet to the northerly boundary line of Maverik Family Travel Plaza Commercial Subdivision - Phase 2; thence South 89°13'43" West 379.45 feet along said boundary line; thence to and along the Southerly right-of-way line of 2775 North Street the following two (2) courses:

(1) North 00°40'06" West 50.08 feet;

(2) Northeasterly 31.25 feet along the arc of a 19.50 foot radius curve to the right (center bears North 89°19'54" East and the chord bears North 45°14'14" East 28.01 feet with a central angle of 91°48'39") to the point of beginning.

Contains 33,789 Square Feet or 0.776 Acres

EXHIBIT B

Proforma Financial Overview

See the following pages for pro forma outline.

See table immediately below for general outline of sources and uses of funds:

<i>Sources</i>		
Developer Funding	\$	18,819,030.97
WACOG	\$	5,400,000.00
PID Funding	\$	3,055,000.00
Total	\$	27,274,030.97
<i>Uses</i>		
Private Infrastructure	\$	12,362,998.79
Public Infrastructure	\$	14,911,032.18
Total	\$	27,274,030.97

Scope #	Work Breakout	Spec Section	Item	Qty	Unit	Unit Cost	Extension	Proposed District Cost	Other Funding Source	NOTES
1	Spread	015513	Temporary Fencing	10,087.00	LF	\$4.00	\$40,348.00	\$40,348.00	\$0.00	
1	Spread	015519	Temporary Gates (Mangates)	8.00	EA	\$300.00	\$1,800.00	\$1,800.00	\$0.00	
1	Spread	015526	Temporary Gates (Vehicular)	6.00	EA	\$550.00	\$3,300.00	\$3,300.00	\$0.00	
1	Spread	015626	SWPPP Permit & NOI	1.00	LS	\$3,200.00	\$3,200.00	\$3,200.00	\$0.00	
1	Spread	015826	Temporary Project Signage	1.00	LS	\$2,570.00	\$2,570.00	\$2,570.00	\$0.00	
2	Spread	017123	Survey & Staking	57.00	AC	\$2,200.00	\$125,400.00	\$125,400.00	\$0.00	
2	Spread	017123	Restaking Allowance	1.00	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	
3	Spread	24113	Selective Site Demolition	9,000.00	SF	\$5.00	\$45,000.00	\$45,000.00	\$0.00	
4	Spread	024113	G.C.'s	1.00	EA	\$116,400.00	\$116,400.00	\$116,400.00	\$0.00	
4	Spread	024113	Equipment Mob	1.00	EA	\$53,350.00	\$53,350.00	\$53,350.00	\$0.00	
4	Spread	024113	Trackout Pad	1,637.00	SF	\$3.88	\$6,351.56	\$6,351.56	\$0.00	
4	Spread	024113	Sweeping (For Our Scope)	1.00	EA	\$33,950.00	\$33,950.00	\$33,950.00	\$0.00	
4	Spread	024113	Traffic Control	1.00	LS	\$43,650.00	\$43,650.00	\$43,650.00	\$0.00	
4	Spread	024113	Silt Fence	2,506.00	LF	\$4.37	\$10,946.85	\$10,946.85	\$0.00	
4	Spread	024113	Inlet Protection	85.00	EA	\$271.60	\$17,654.00	\$17,654.00	\$0.00	
4	1	024113	Stockpile Topsoil - Roadway	13,541.00	CY	\$2.09	\$28,300.69	\$28,300.69	\$0.00	
4	2	024113	Stockpile Topsoil - Target	12,782.00	CY	\$2.09	\$26,714.38	\$0.00	\$26,714.38	
4	3	024113	Stockpile Topsoil - Lowe's	11,571.00	CY	\$2.09	\$24,183.39	\$0.00	\$24,183.39	
4	4	024113	Stockpile Topsoil - Housing	19,657.00	CY	\$2.09	\$41,083.13	\$0.00	\$41,083.13	
4	5	024113	Stockpile Topsoil - Retail & Hotel	12,753.00	CY	\$2.09	\$26,653.77	\$0.00	\$26,653.77	
4	1	024113	Cut & Fill Onsite - Roadway	9,027.00	CY	\$3.40	\$30,691.80	\$30,691.80	\$0.00	
4	2	024113	Cut & Fill Onsite - Target	8,521.00	CY	\$3.40	\$28,971.40	\$0.00	\$28,971.40	
4	3	024113	Cut & Fill Onsite - Lowe's	7,714.00	CY	\$3.40	\$26,227.60	\$0.00	\$26,227.60	
4	4	024113	Cut & Fill Onsite - Housing	13,105.00	CY	\$3.40	\$44,557.00	\$0.00	\$44,557.00	
4	5	024113	Cut & Fill Onsite - Retail & Hotel	8,504.00	CY	\$3.40	\$28,913.60	\$0.00	\$28,913.60	
4	1	024113	Imported Subbase - Roadway	1,462.00	CY	\$24.25	\$35,453.50	\$35,453.50	\$0.00	
4	2	024113	Imported Subbase - Target	1,380.00	CY	\$24.25	\$33,465.00	\$0.00	\$33,465.00	
4	3	024113	Imported Subbase - Lowe's	1,250.00	CY	\$24.25	\$30,312.50	\$0.00	\$30,312.50	
4	4	024113	Imported Subbase - Housing	2,123.00	CY	\$24.25	\$51,482.75	\$0.00	\$51,482.75	
4	5	024113	Imported Subbase - Retail & Hotel	1,379.00	CY	\$24.25	\$33,440.75	\$0.00	\$33,440.75	
4	1	024113	Haul Off Excess - Roadway	8,866.00	CY	\$10.67	\$92,466.22	\$92,466.22	\$0.00	
4	2	024113	Haul Off Excess - Target	8,180.00	CY	\$10.67	\$87,280.60	\$0.00	\$87,280.60	
4	3	024113	Haul Off Excess - Lowe's	7,405.00	CY	\$10.67	\$79,011.35	\$0.00	\$79,011.35	
4	4	024113	Haul Off Excess - Housing	12,580.00	CY	\$10.67	\$134,228.60	\$0.00	\$134,228.60	
4	5	024113	Haul Off Excess - Retail & Hotel	8,162.00	CY	\$10.67	\$87,088.54	\$0.00	\$87,088.54	
4	1	024113	Haul Off Spoils - Roadway	487.00	LF	\$9.22	\$4,490.14	\$4,490.14	\$0.00	
4	2	024113	Haul Off Spoils - Target	480.00	CY	\$9.22	\$4,441.20	\$4,441.20	\$0.00	Assumes spoils from public utilities
4	3	024113	Haul Off Spoils - Lowe's	417.00	CY	\$9.22	\$3,844.74	\$3,844.74	\$0.00	Assumes spoils from public utilities
4	4	024113	Haul Off Spoils - Housing	708.00	CY	\$9.22	\$6,527.76	\$6,527.76	\$0.00	Assumes spoils from public utilities
4	5	024113	Haul Off Spoils - Retail & Hotel	459.00	CY	\$9.22	\$4,231.98	\$4,231.98	\$0.00	Assumes spoils from public utilities
4	1	024113	Grubbings As Fill - Roadway	4,875.00	LF	\$3.88	\$18,915.00	\$18,915.00	\$0.00	Assumes spoils from public utilities
4	2	024113	Grubbings As Fill - Target	4,602.00	CY	\$3.88	\$17,855.76	\$0.00	\$17,855.76	
4	3	024113	Grubbings As Fill - Lowe's	4,166.00	CY	\$3.88	\$16,164.08	\$0.00	\$16,164.08	
4	4	024113	Grubbings As Fill - Housing	7,077.00	CY	\$3.88	\$27,458.76	\$0.00	\$27,458.76	
4	5	024113	Grubbings As Fill - Retail & Hotel	4,581.00	CY	\$3.88	\$17,813.08	\$0.00	\$17,813.08	
4	1	024113	Spoils As Fill - Roadway	1,950.00	EA	\$4.85	\$9,457.50	\$9,457.50	\$0.00	
4	2	024113	Spoils As Fill - Target	1,841.00	CY	\$4.85	\$8,928.85	\$8,928.85	\$0.00	Assumes spoils from public utilities
4	3	024113	Spoils As Fill - Lowe's	1,668.00	CY	\$4.85	\$8,080.10	\$8,080.10	\$0.00	Assumes spoils from public utilities
4	4	024113	Spoils As Fill - Housing	2,830.00	CY	\$4.85	\$13,725.50	\$13,725.50	\$0.00	Assumes spoils from public utilities
4	5	024113	Spoils As Fill - Retail & Hotel	1,836.00	CY	\$4.85	\$8,904.60	\$8,904.60	\$0.00	Assumes spoils from public utilities
4	1	024113	4" Roadbase Under Slab - Roadway	0.00	CY	\$37.83	\$0.00	\$0.00	\$0.00	
4	2	024113	4" Roadbase Under Slab - Target	1,571.00	CY	\$37.83	\$59,430.93	\$0.00	\$59,430.93	
4	3	024113	4" Roadbase Under Slab - Lowe's	1,332.00	CY	\$37.83	\$50,389.56	\$0.00	\$50,389.56	
4	4	024113	4" Roadbase Under Slab - Housing	1,384.00	CY	\$37.83	\$52,358.72	\$0.00	\$52,358.72	
4	5	024113	4" Roadbase Under Slab - Retail & Hotel	779.00	CY	\$37.83	\$29,469.57	\$0.00	\$29,469.57	
4	1	024113	Dumpster Pad Footings Ex/Backfill - Roadway	0.00	CY	\$24.25	\$0.00	\$0.00	\$0.00	
4	2	024113	Dumpster Pad Footings Ex/Backfill - Target	33.00	LF	\$24.25	\$800.25	\$0.00	\$800.25	
4	3	024113	Dumpster Pad Footings Ex/Backfill - Lowe's	33.00	LF	\$24.25	\$800.25	\$0.00	\$800.25	
4	4	024113	Dumpster Pad Footings Ex/Backfill - Housing	66.00	LF	\$24.25	\$1,600.50	\$0.00	\$1,600.50	
4	5	024113	Dumpster Pad Footings Ex/Backfill - Retail & Hotel	264.00	LF	\$24.25	\$6,402.00	\$0.00	\$6,402.00	
4	1	311000	Dock Wall Ex/Backfill - Roadway	0.00	CY	\$24.25	\$0.00	\$0.00	\$0.00	
4	2	311000	Dock Wall Ex/Backfill - Target	300.00	LF	\$24.25	\$7,275.00	\$0.00	\$7,275.00	
4	3	311000	Dock Wall Ex/Backfill - Lowe's	0.00	LF	\$24.25	\$0.00	\$0.00	\$0.00	
4	4	311000	Dock Wall Ex/Backfill - Housing	0.00	LF	\$24.25	\$0.00	\$0.00	\$0.00	
4	5	311000	Dock Wall Ex/Backfill - Retail & Hotel	0.00	LF	\$24.25	\$0.00	\$0.00	\$0.00	
4	1	312213	Dock Levelers - Roadway	0.00	LF	\$485.00	\$0.00	\$0.00	\$0.00	
4	2	312213	Dock Levelers - Target	2.00	EA	\$485.00	\$970.00	\$0.00	\$970.00	
4	3	312213	Dock Levelers - Lowe's	0.00	EA	\$485.00	\$0.00	\$0.00	\$0.00	
4	4	312213	Dock Levelers - Housing	0.00	EA	\$485.00	\$0.00	\$0.00	\$0.00	

4	5	312213	Dock Levelers - Retail & Hotel	0.00	EA	\$485.00	\$0.00	\$0.00	\$0.00	
4	1	312213	Exc Footings - Roadway	0.00	SF	\$13.10	\$0.00	\$0.00	\$0.00	
4	2	312213	Exc Footings - Target	1,273.00	CY	\$13.10	\$16,676.30	\$0.00	\$16,676.30	
4	3	312213	Exc Footings - Lowe's	1,079.00	CY	\$13.10	\$14,134.90	\$0.00	\$14,134.90	
4	4	312213	Exc Footings - Housing	1,121.00	CY	\$13.10	\$14,685.10	\$0.00	\$14,685.10	
4	5	312213	Exc Footings - Retail & Hotel	931.00	CY	\$13.10	\$12,288.10	\$0.00	\$12,288.10	
4	1	312213	Backfill Footing - Roadway	0.00	SF	\$26.92	\$0.00	\$0.00	\$0.00	
4	2	312213	Backfill Footing - Target	1,088.00	CY	\$26.92	\$29,275.56	\$0.00	\$29,275.56	
4	3	312213	Backfill Footing - Lowe's	906.00	CY	\$26.92	\$24,389.52	\$0.00	\$24,389.52	
4	4	312213	Backfill Footing - Housing	941.00	CY	\$26.92	\$25,331.72	\$0.00	\$25,331.72	
4	5	312213	Backfill Footing - Retail & Hotel	531.00	CY	\$26.92	\$14,294.52	\$0.00	\$14,294.52	
4	1	312213	Overexcavate Footings - Roadway	0.00	SF	\$48.56	\$0.00	\$0.00	\$0.00	
4	2	312213	Overexcavate Footings - Target	79.00	CY	\$48.56	\$3,838.24	\$0.00	\$3,838.24	
4	3	312213	Overexcavate Footings - Lowe's	67.00	CY	\$48.56	\$3,252.52	\$0.00	\$3,252.52	
4	4	312213	Overexcavate Footings - Housing	69.00	CY	\$48.56	\$3,350.64	\$0.00	\$3,350.64	
4	5	312213	Overexcavate Footings - Retail & Hotel	38.00	CY	\$48.56	\$1,855.28	\$0.00	\$1,855.28	
4	1	312219	Curb And Gutter Prep (4")	10,154.00	SF	\$5.82	\$59,098.28	\$59,098.28	\$0.00	
4	2	312219	Curb And Gutter Prep (4") - Target	7,620.00	LF	\$5.82	\$44,348.40	\$0.00	\$44,348.40	
4	3	312219	Curb And Gutter Prep (4") - Lowe's	3,720.00	LF	\$5.82	\$21,650.40	\$0.00	\$21,650.40	
4	4	312219	Curb And Gutter Prep (4") - Housing	8,970.00	LF	\$5.82	\$52,205.40	\$0.00	\$52,205.40	
4	5	312219	Curb And Gutter Prep (4") - Retail & Hotel	12,291.00	LF	\$5.82	\$71,533.62	\$0.00	\$71,533.62	
4	1	312313	Sidewalk Prep (4") - Roadway	39,073.00	LF	\$1.94	\$75,801.82	\$75,801.82	\$0.00	
4	2	312313	Sidewalk Prep (4") - Target	23,870.00	SF	\$1.94	\$46,307.80	\$0.00	\$46,307.80	
4	3	312313	Sidewalk Prep (4") - Lowe's	52,575.00	SF	\$1.94	\$101,995.50	\$0.00	\$101,995.50	
4	4	312313	Sidewalk Prep (4") - Housing	25,384.00	SF	\$1.94	\$49,244.96	\$0.00	\$49,244.96	
4	5	312313	Sidewalk Prep (4") - Retail & Hotel	23,247.00	SF	\$1.94	\$45,099.18	\$0.00	\$45,099.18	
4	1	312313	Waterway Prep (8") - Roadway	0.00	EA	\$2.52	\$0.00	\$0.00	\$0.00	
4	2	312313	Waterway Prep (8") - Target	8,283.00	SF	\$2.52	\$20,873.16	\$0.00	\$20,873.16	
4	3	312313	Waterway Prep (8") - Lowe's	7,499.00	SF	\$2.52	\$18,894.96	\$0.00	\$18,894.96	
4	4	312313	Waterway Prep (8") - Housing	12,737.00	SF	\$2.52	\$32,097.24	\$0.00	\$32,097.24	
4	5	312313	Waterway Prep (8") - Retail & Hotel	8,265.00	SF	\$2.52	\$20,827.80	\$0.00	\$20,827.80	
4	1	312323	Site Grading - Roadway	487,468.00	EA	\$0.14	\$68,245.52	\$68,245.52	\$0.00	
4	2	312323	Site Grading - Target	480,151.00	SF	\$0.14	\$67,221.14	\$0.00	\$67,221.14	
4	3	312323	Site Grading - Lowe's	416,552.00	SF	\$0.14	\$58,317.28	\$0.00	\$58,317.28	
4	4	312323	Site Grading - Housing	707,654.00	SF	\$0.14	\$99,071.56	\$0.00	\$99,071.56	
4	5	312323	Site Grading - Retail & Hotel	459,115.00	SF	\$0.14	\$64,276.10	\$0.00	\$64,276.10	
4	1	321123	Scarify & Recompact - Roadway	243,734.00	EA	\$0.04	\$9,749.36	\$9,749.36	\$0.00	
4	2	321123	Scarify & Recompact - Target	230,076.00	SF	\$0.04	\$9,203.04	\$0.00	\$9,203.04	
4	3	321123	Scarify & Recompact - Lowe's	208,276.00	SF	\$0.04	\$8,331.04	\$0.00	\$8,331.04	
4	4	321123	Scarify & Recompact - Housing	353,827.00	SF	\$0.04	\$14,153.08	\$0.00	\$14,153.08	
4	5	321123	Scarify & Recompact - Retail & Hotel	229,559.00	SF	\$0.04	\$9,182.36	\$0.00	\$9,182.36	
4	1	072616	6" Pvc Sewer Pipe (10-12' Deep) - Roadway	4,183.00	EA	\$99.91	\$417,923.53	\$417,923.53	\$0.00	Assumes District or public utility will own these
4	2	072616	6" Pvc Sewer Pipe (5-7' Deep) - Target	632.00	LF	\$32.20	\$20,350.40	\$20,350.40	\$0.00	Assumes District or public utility will own these
4	3	072616	6" Pvc Sewer Pipe (5-7' Deep) - Lowe's	537.00	LF	\$32.20	\$17,291.40	\$17,291.40	\$0.00	Assumes District or public utility will own these
4	4	072616	6" Pvc Sewer Pipe (5-7' Deep) - Housing	1,873.00	LF	\$32.20	\$60,310.60	\$60,310.60	\$0.00	Assumes District or public utility will own these
4	5	072616	6" Pvc Sewer Pipe (5-7' Deep) - Retail & Hotel	1,404.00	LF	\$32.20	\$45,208.80	\$45,208.80	\$0.00	Assumes District or public utility will own these
4	1	321116	6" Sewer Cleanout - Roadway	15.00	EA	\$11,640.00	\$174,600.00	\$174,600.00	\$0.00	Assumes District or public utility will own these
4	2	321116	6" Sewer Cleanout - Target	2.00	EA	\$776.00	\$1,552.00	\$1,552.00	\$0.00	Assumes District or public utility will own these
4	3	321116	6" Sewer Cleanout - Lowe's	2.00	EA	\$776.00	\$1,552.00	\$1,552.00	\$0.00	Assumes District or public utility will own these
4	4	321116	6" Sewer Cleanout - Housing	8.00	EA	\$776.00	\$6,208.00	\$6,208.00	\$0.00	Assumes District or public utility will own these
4	5	321116	6" Sewer Cleanout - Retail & Hotel	16.00	EA	\$776.00	\$12,416.00	\$12,416.00	\$0.00	Assumes District or public utility will own these
4	1	321123	1000 Gal Grease Trap - Roadway	0.00	TON	\$8,924.00	\$0.00	\$0.00	\$0.00	
4	2	321123	1000 Gal Grease Trap - Target	1.00	EA	\$8,924.00	\$8,924.00	\$0.00	\$8,924.00	
4	3	321123	1000 Gal Grease Trap - Lowe's	1.00	EA	\$8,924.00	\$8,924.00	\$0.00	\$8,924.00	
4	4	321123	1000 Gal Grease Trap - Housing	4.00	EA	\$8,924.00	\$35,696.00	\$0.00	\$35,696.00	
4	5	321123	1000 Gal Grease Trap - Retail & Hotel	8.00	EA	\$8,924.00	\$71,392.00	\$0.00	\$71,392.00	
4	1	312313	48" Sampling Manhole - Roadway	0.00	CY	\$5,917.00	\$0.00	\$0.00	\$0.00	
4	2	312313	48" Sampling Manhole - Target	1.00	EA	\$5,917.00	\$5,917.00	\$5,917.00	\$0.00	
4	3	312313	48" Sampling Manhole - Lowe's	1.00	EA	\$5,917.00	\$5,917.00	\$5,917.00	\$0.00	
4	4	312313	48" Sampling Manhole - Housing	4.00	EA	\$5,917.00	\$23,668.00	\$23,668.00	\$0.00	
4	5	312313	48" Sampling Manhole - Retail & Hotel	8.00	EA	\$5,917.00	\$47,336.00	\$47,336.00	\$0.00	
4	1	331213	Core Existing Lateral - Roadway	2.00	LF	\$1,067.00	\$2,134.00	\$2,134.00	\$0.00	
4	2	331213	Core Existing Lateral - Target	1.00	EA	\$1,067.00	\$1,067.00	\$1,067.00	\$0.00	
4	3	331213	Core Existing Lateral - Lowe's	1.00	EA	\$1,067.00	\$1,067.00	\$1,067.00	\$0.00	
4	4	331213	Core Existing Lateral - Housing	4.00	EA	\$1,067.00	\$4,268.00	\$4,268.00	\$0.00	
4	5	331213	Core Existing Lateral - Retail & Hotel	8.00	EA	\$1,067.00	\$8,536.00	\$8,536.00	\$0.00	
4	1	331116	Dewater Trench - Roadway	4,183.00	EA	\$7.76	\$32,460.08	\$32,460.08	\$0.00	
4	2	331116	Dewater Trench - Target	632.00	LF	\$7.76	\$4,904.32	\$4,904.32	\$0.00	

4	3	331116	Dewater Trench - Lowe's	537.00	LF	\$7.76	\$4,167.12	\$4,167.12	\$0.00
4	4	331116	Dewater Trench - Housing	1,873.00	LF	\$7.78	\$14,534.48	\$14,534.48	\$0.00
4	5	331116	Dewater Trench - Retail & Hotel	1,404.00	LF	\$7.78	\$10,895.04	\$10,895.04	\$0.00
4	1	331119	Imported Trench Backfill -	11,880.00	EA	\$12.61	\$149,808.80	\$149,808.80	\$0.00
4	2	331119	Imported Trench Backfill - Target	1,795.00	TON	\$12.61	\$22,834.55	\$22,834.55	\$0.00
4	3	331119	Imported Trench Backfill - Lowe's	1,525.00	TON	\$12.81	\$19,230.25	\$19,230.25	\$0.00
4	4	331119	Imported Trench Backfill - Housing	5,320.00	TON	\$12.81	\$67,085.20	\$67,085.20	\$0.00
4	5	331119	Imported Trench Backfill - Retail &	3,987.00	TON	\$12.61	\$50,276.07	\$50,276.07	\$0.00
4	1	331213	Export Trench Spoils - Roadway	9,288.00	CY	\$10.67	\$99,081.62	\$99,081.62	\$0.00
4	2	331213	Export Trench Spoils - Target	1,403.00	CY	\$10.67	\$14,970.01	\$14,970.01	\$0.00
4	3	331213	Export Trench Spoils - Lowe's	1,192.00	CY	\$10.67	\$12,718.64	\$12,718.64	\$0.00
4	4	331213	Export Trench Spoils - Housing	4,158.00	CY	\$10.67	\$44,365.86	\$44,365.86	\$0.00
4	5	331213	Export Trench Spoils - Retail &	3,117.00	CY	\$10.67	\$33,258.39	\$33,258.39	\$0.00
4	1	331219	Sewer Testing - Roadway	4,183.00	LF	\$3.88	\$16,230.04	\$16,230.04	\$0.00
4	2	331219	Sewer Testing - Target	632.00	LF	\$3.88	\$2,452.16	\$2,452.16	\$0.00
4	3	331219	Sewer Testing - Lowe's	537.00	LF	\$3.88	\$2,083.56	\$2,083.56	\$0.00
4	4	331219	Sewer Testing - Housing	1,873.00	LF	\$3.88	\$7,267.24	\$7,267.24	\$0.00
4	5	331219	Sewer Testing - Retail & Hotel	1,404.00	LF	\$3.88	\$5,447.52	\$5,447.52	\$0.00
4	1	331233	Pothole Existing Utility - Roadway	42.00	EA	\$970.00	\$40,740.00	\$40,740.00	\$0.00
4	2	331233	Pothole Existing Utility - Target	8.00	EA	\$970.00	\$5,820.00	\$5,820.00	\$0.00
4	3	331233	Pothole Existing Utility - Lowe's	5.00	EA	\$970.00	\$4,850.00	\$4,850.00	\$0.00
4	4	331233	Pothole Existing Utility - Housing	19.00	EA	\$970.00	\$18,430.00	\$18,430.00	\$0.00
4	5	331233	Pothole Existing Utility - Retail &	15.00	EA	\$970.00	\$14,550.00	\$14,550.00	\$0.00
4	1	333313	3' Catch Basin - Roadway	0.00	EA	\$3,880.00	\$0.00	\$0.00	\$0.00
4	2	333313	3' Catch Basin - Target	9.00	EA	\$3,880.00	\$34,920.00	\$34,920.00	\$0.00
4	3	333313	3' Catch Basin - Lowe's	8.00	EA	\$3,880.00	\$31,040.00	\$31,040.00	\$0.00
4	4	333313	3' Catch Basin - Housing	15.00	EA	\$3,880.00	\$58,200.00	\$58,200.00	\$0.00
4	5	333313	3' Catch Basin - Retail & Hotel	9.00	EA	\$3,880.00	\$34,920.00	\$34,920.00	\$0.00
4	1	333313	2' Area Drain - Roadway	0.00	EA	\$2,910.00	\$0.00	\$0.00	\$0.00
4	2	333313	2' Area Drain - Target	5.00	EA	\$2,910.00	\$14,550.00	\$14,550.00	\$0.00
4	3	333313	2' Area Drain - Lowe's	4.00	EA	\$2,910.00	\$11,840.00	\$11,840.00	\$0.00
4	4	333313	2' Area Drain - Housing	7.00	EA	\$2,910.00	\$20,370.00	\$20,370.00	\$0.00
4	5	333313	2' Area Drain - Retail & Hotel	7.00	EA	\$2,910.00	\$20,370.00	\$20,370.00	\$0.00
4	1	333313	Roof Drain Connection - Roadway	0.00	EA	\$1,455.00	\$0.00	\$0.00	\$0.00
4	2	333313	Roof Drain Connection - Target	12.00	EA	\$1,455.00	\$17,460.00	\$17,460.00	\$0.00
4	3	333313	Roof Drain Connection - Lowe's	12.00	EA	\$1,455.00	\$17,460.00	\$17,460.00	\$0.00
4	4	333313	Roof Drain Connection - Housing	28.00	EA	\$1,455.00	\$40,740.00	\$40,740.00	\$0.00
4	5	333313	Roof Drain Connection - Retail &	36.00	EA	\$1,455.00	\$52,380.00	\$52,380.00	\$0.00
4	1	331119	Curb Inlet - Roadway	32.00	EA	\$3,880.00	\$124,160.00	\$124,160.00	\$0.00
4	2	331119	Curb Inlet - Target	13.00	EA	\$3,880.00	\$60,440.00	\$60,440.00	\$0.00
4	3	331119	Curb Inlet - Lowe's	8.00	EA	\$3,880.00	\$31,040.00	\$31,040.00	\$0.00
4	4	331119	Curb Inlet - Housing	24.00	EA	\$3,880.00	\$93,120.00	\$93,120.00	\$0.00
4	5	331119	Curb Inlet - Retail & Hotel	34.00	EA	\$3,880.00	\$131,920.00	\$131,920.00	\$0.00
4	1	333600	72" Storm Drain Manhole -	11.00	EA	\$8,245.00	\$90,695.00	\$90,695.00	\$0.00
4	2	333600	72" Storm Drain Manhole - Target	4.00	EA	\$8,245.00	\$32,980.00	\$32,980.00	\$0.00
4	3	333600	72" Storm Drain Manhole - Lowe's	4.00	EA	\$8,245.00	\$32,980.00	\$32,980.00	\$0.00
4	4	333600	72" Storm Drain Manhole - Housing	12.00	EA	\$8,245.00	\$98,940.00	\$98,940.00	\$0.00
4	5	333600	72" Storm Drain Manhole - Retail &	18.00	EA	\$8,245.00	\$148,410.00	\$148,410.00	\$0.00
4	1	333913	48" Storm Drain Manhole -	0.00	EA	\$4,462.00	\$0.00	\$0.00	\$0.00
4	2	333913	48" Storm Drain Manhole - Target	1.00	EA	\$4,462.00	\$4,462.00	\$4,462.00	\$0.00
4	3	333913	48" Storm Drain Manhole - Lowe's	1.00	EA	\$4,462.00	\$4,462.00	\$4,462.00	\$0.00
4	4	333913	48" Storm Drain Manhole - Housing	4.00	EA	\$4,462.00	\$17,848.00	\$17,848.00	\$0.00
4	5	333913	48" Storm Drain Manhole - Retail &	6.00	EA	\$4,462.00	\$26,772.00	\$26,772.00	\$0.00
4	1	333913	15" Rcp (Under 5' Deep) - Roadway	3,420.00	LF	\$84.39	\$288,613.80	\$288,613.80	\$0.00
4	2	333913	15" Rcp (Under 5' Deep) - Target	400.00	LF	\$54.32	\$21,728.00	\$21,728.00	\$0.00
4	3	333913	15" Rcp (Under 5' Deep) - Lowe's	400.00	LF	\$54.32	\$21,728.00	\$21,728.00	\$0.00
4	4	333913	15" Rcp (Under 5' Deep) - Housing	1,200.00	LF	\$54.32	\$65,184.00	\$65,184.00	\$0.00
4	5	333913	15" Rcp (Under 5' Deep) - Retail &	840.00	LF	\$54.32	\$45,628.80	\$45,628.80	\$0.00
4	1	333923	12" Rcp (Under 5' Deep) - Roadway	0.00	LF	\$48.50	\$0.00	\$0.00	\$0.00
4	2	333923	12" Rcp (Under 5' Deep) - Target	1,300.00	LF	\$48.50	\$63,050.00	\$63,050.00	\$0.00
4	3	333923	12" Rcp (Under 5' Deep) - Lowe's	800.00	LF	\$48.50	\$38,800.00	\$38,800.00	\$0.00
4	4	333923	12" Rcp (Under 5' Deep) - Housing	2,400.00	LF	\$48.50	\$116,400.00	\$116,400.00	\$0.00
4	5	333923	12" Rcp (Under 5' Deep) - Retail &	1,480.00	LF	\$48.50	\$71,780.00	\$71,780.00	\$0.00
4	1	334113	6" Pvc - Roadway	0.00	LF	\$28.13	\$0.00	\$0.00	\$0.00
4	2	334113	6" Pvc - Target	480.00	LF	\$28.13	\$13,502.40	\$13,502.40	\$0.00
4	3	334113	6" Pvc - Lowe's	480.00	LF	\$28.13	\$13,502.40	\$13,502.40	\$0.00
4	4	334113	6" Pvc - Housing	1,120.00	LF	\$28.13	\$31,505.60	\$31,505.60	\$0.00
4	5	334113	6" Pvc - Retail & Hotel	1,435.00	LF	\$28.13	\$40,368.55	\$40,368.55	\$0.00
4	1	334113	8" C900 - Roadway	4,917.00	LF	\$38.80	\$190,779.60	\$190,779.60	\$0.00
4	2	334113	8" C900 - Target	1,852.00	LF	\$38.80	\$71,857.60	\$71,857.60	\$0.00
4	3	334113	8" C900 - Lowe's	557.00	LF	\$38.80	\$21,611.60	\$21,611.60	\$0.00
4	4	334113	8" C900 - Housing	4,673.00	LF	\$38.80	\$181,312.40	\$181,312.40	\$0.00
4	5	334113	8" C900 - Retail & Hotel	4,529.00	LF	\$38.80	\$175,725.20	\$175,725.20	\$0.00
4	1	334113	6" C900 - Roadway	0.00	LF	\$36.86	\$0.00	\$0.00	\$0.00
4	2	334113	6" C900 - Target	101.00	LF	\$36.86	\$3,722.86	\$3,722.86	\$0.00
4	3	334113	6" C900 - Lowe's	136.00	LF	\$36.86	\$5,012.96	\$5,012.96	\$0.00
4	4	334113	6" C900 - Housing	497.00	LF	\$36.86	\$18,319.42	\$18,319.42	\$0.00
4	5	334113	6" C900 - Retail & Hotel	431.00	LF	\$36.86	\$15,886.66	\$15,886.66	\$0.00
4	1	334113	4" C900 - Roadway	0.00	LF	\$25.22	\$0.00	\$0.00	\$0.00
4	2	334113	4" C900 - Target	65.00	LF	\$25.22	\$1,639.30	\$1,639.30	\$0.00
4	3	334113	4" C900 - Lowe's	50.00	LF	\$25.22	\$1,261.00	\$1,261.00	\$0.00
4	4	334113	4" C900 - Housing	260.00	LF	\$25.22	\$6,557.20	\$6,557.20	\$0.00
4	5	334113	4" C900 - Retail & Hotel	57.00	LF	\$25.22	\$1,437.54	\$1,437.54	\$0.00
4	1	334113	2" Meter Setter & Vault - Roadway	0.00	EA	\$11,840.00	\$0.00	\$0.00	\$0.00
4	2	334113	2" Meter Setter & Vault - Target	1.00	EA	\$11,840.00	\$11,840.00	\$0.00	\$11,840.00
4	3	334113	2" Meter Setter & Vault - Lowe's	1.00	EA	\$11,840.00	\$11,840.00	\$0.00	\$11,840.00
4	4	334113	2" Meter Setter & Vault - Housing	4.00	EA	\$11,840.00	\$46,560.00	\$0.00	\$46,560.00
4	5	334113	2" Meter Setter & Vault - Retail &	8.00	EA	\$11,840.00	\$93,120.00	\$0.00	\$93,120.00

4	1	334113	2" Poly - Roadway	0.00	LF	\$23.28	\$0.00	\$0.00	\$0.00
4	2	334113	2" Poly - Roadway	0.00	LF	\$23.28	\$0.00	\$0.00	\$0.00
4	3	334113	2" Poly - Roadway	0.00	LF	\$23.28	\$0.00	\$0.00	\$0.00
4	4	334113	2" Poly - Roadway	0.00	LF	\$23.28	\$0.00	\$0.00	\$0.00
4	5	334113	2" Poly - Roadway	319.00	LF	\$23.28	\$7,426.32	\$7,426.32	\$0.00
4	1	334613	8" X 6" Fire Hydrant - Roadway	8.00	EA	\$8,730.00	\$69,840.00	\$69,840.00	\$0.00
4	2	334613	8" X 6" Fire Hydrant - Target	2.00	EA	\$8,730.00	\$17,460.00	\$17,460.00	\$0.00
4	3	334613	8" X 6" Fire Hydrant - Lowe's	1.00	EA	\$8,730.00	\$8,730.00	\$8,730.00	\$0.00
4	4	334613	8" X 6" Fire Hydrant - Housing	8.00	EA	\$8,730.00	\$69,840.00	\$69,840.00	\$0.00
4	5	334613	8" X 6" Fire Hydrant - Retail & Hotel	8.00	EA	\$8,730.00	\$69,840.00	\$69,840.00	\$0.00
4	1	334200	6" Fire Riser - Roadway	0.00	EA	\$5,820.00	\$0.00	\$0.00	\$0.00
4	2	334200	6" Fire Riser - Target	1.00	EA	\$5,820.00	\$5,820.00	\$5,820.00	\$0.00
4	3	334200	6" Fire Riser - Lowe's	1.00	EA	\$5,820.00	\$5,820.00	\$5,820.00	\$0.00
4	4	334200	6" Fire Riser - Housing	4.00	EA	\$5,820.00	\$23,280.00	\$23,280.00	\$0.00
4	5	334200	6" Fire Riser - Retail & Hotel	8.00	EA	\$5,820.00	\$46,560.00	\$46,560.00	\$0.00
4	1	334413	Fittings - Roadway	1.00	LS	\$43,223.20	\$43,223.20	\$43,223.20	\$0.00
4	2	334413	Fittings - Target	1.00	LS	\$22,317.32	\$22,317.32	\$22,317.32	\$0.00
4	3	334413	Fittings - Lowe's	1.00	LS	\$20,202.77	\$20,202.77	\$20,202.77	\$0.00
4	4	334413	Fittings - Housing	2.00	LS	\$17,160.61	\$34,321.22	\$34,321.22	\$0.00
4	5	334413	Fittings - Retail & Hotel	8.00	LS	\$2,783.38	\$22,267.04	\$22,267.04	\$0.00
4	1	334413	Pothole Existing Utility - Roadway	12.00	EA	\$970.00	\$11,640.00	\$11,640.00	\$0.00
4	2	334413	Pothole Existing Utility - Target	5.00	EA	\$970.00	\$4,850.00	\$4,850.00	\$0.00
4	3	334413	Pothole Existing Utility - Lowe's	5.00	EA	\$970.00	\$4,850.00	\$4,850.00	\$0.00
4	4	334413	Pothole Existing Utility - Housing	10.00	EA	\$970.00	\$9,700.00	\$9,700.00	\$0.00
4	5	334413	Pothole Existing Utility - Retail & Hotel	40.00	EA	\$970.00	\$38,800.00	\$38,800.00	\$0.00
4	1	334913	Waterline Testing - Roadway	4,917.00	LF	\$2.09	\$10,276.53	\$10,276.53	\$0.00
4	2	334913	Waterline Testing - Target	2,018.00	LF	\$2.09	\$4,217.62	\$4,217.62	\$0.00
4	3	334913	Waterline Testing - Lowe's	743.00	LF	\$2.09	\$1,552.87	\$1,552.87	\$0.00
4	4	334913	Waterline Testing - Housing	5,430.00	LF	\$2.09	\$11,348.70	\$11,348.70	\$0.00
4	5	334913	Waterline Testing - Retail & Hotel	5,017.00	LF	\$2.09	\$10,485.53	\$10,485.53	\$0.00
5	1	332100	Culvert	298.00	LF	\$2,100.00	\$625,800.00	\$625,800.00	\$0.00
6	1	314100	Imported Fill 18" - Roadway	24,008.00	CY	\$25.00	\$600,200.00	\$600,200.00	\$0.00
6	2	314100	Imported Fill 18" - Target	25,572.00	CY	\$25.00	\$639,300.00	\$639,300.00	\$0.00
6	3	314100	Imported Fill 18" - Lowe's	23,174.00	CY	\$25.00	\$579,350.00	\$579,350.00	\$0.00
6	4	314100	Imported Fill 18" - Housing	39,282.00	CY	\$25.00	\$982,050.00	\$982,050.00	\$0.00
6	5	314100	Imported Fill 18" - Retail & Hotel	25,288.00	CY	\$25.00	\$631,650.00	\$631,650.00	\$0.00
6	2	314100	18" Add'l Fill Under Buildings -	7,148.00	CY	\$25.00	\$178,700.00	\$178,700.00	\$0.00
6	3	314100	18" Add'l Fill Under Buildings -	5,222.00	CY	\$25.00	\$130,550.00	\$130,550.00	\$0.00
7	1	316200	Underground Storm Chambers -	54,564.00	CF	\$9.87	\$538,546.68	\$538,546.68	\$0.00
7	2	316200	Underground Storm Chambers -	58,118.00	CF	\$9.87	\$573,624.66	\$573,624.66	\$0.00
7	3	316200	Underground Storm Chambers -	52,667.00	CF	\$9.87	\$519,823.29	\$519,823.29	\$0.00
7	4	316200	Underground Storm Chambers -	89,273.00	CF	\$9.87	\$881,173.86	\$881,173.86	\$0.00
7	5	316200	Underground Storm Chambers - Retail & Hotel	57,422.00	CF	\$9.87	\$566,755.14	\$566,755.14	\$0.00
8	1	321723	Asphalt Paving (Incl Base) - Light Duty - Roadway	0.00	SF	\$3.10	\$0.00	\$0.00	\$0.00
8	2	321723	Asphalt Paving (Incl Base) - Light Duty - Target	94,050.00	SF	\$3.00	\$282,150.00	\$282,150.00	\$0.00
8	3	321723	Asphalt Paving (Incl Base) - Light Duty - Lowe's	71,841.00	SF	\$3.00	\$215,523.00	\$215,523.00	\$0.00
8	4	321723	Asphalt Paving (Incl Base) - Light Duty - Housing	97,326.00	SF	\$3.00	\$291,978.00	\$291,978.00	\$0.00
8	5	321723	Asphalt Paving (Incl Base) - Light Duty - Retail & Hotel	77,084.00	SF	\$3.00	\$231,252.00	\$231,252.00	\$0.00
8	1	321723	Asphalt Paving (Incl Base) - Heavy Duty - Roadway	285,315.00	SF	\$3.86	\$1,101,315.90	\$1,101,315.90	\$0.00
8	2	321723	Asphalt Paving (Incl Base) - Heavy Duty - Target	138,803.00	SF	\$3.25	\$451,109.75	\$451,109.75	\$0.00
8	3	321723	Asphalt Paving (Incl Base) - Heavy Duty - Lowe's	121,661.00	SF	\$3.25	\$395,398.25	\$395,398.25	\$0.00
8	4	321723	Asphalt Paving (Incl Base) - Heavy Duty - Housing	134,980.00	SF	\$3.25	\$438,685.00	\$438,685.00	\$0.00
8	5	321723	Asphalt Paving (Incl Base) - Heavy Duty - Retail & Hotel	150,832.00	SF	\$3.25	\$490,204.00	\$490,204.00	\$0.00
8	1	321723	Pavement Markings - Roadway	285,315.00	SF	\$0.07	\$19,972.05	\$19,972.05	\$0.00
8	2	321723	Pavement Markings - Target	232,853.00	SF	\$0.07	\$16,299.71	\$16,299.71	\$0.00
8	3	321723	Pavement Markings - Lowe's	193,502.00	SF	\$0.07	\$13,545.14	\$13,545.14	\$0.00
8	4	321723	Pavement Markings - Housing	232,306.00	SF	\$0.07	\$16,261.42	\$16,261.42	\$0.00
8	5	321723	Pavement Markings - Retail & Hotel	227,916.00	SF	\$0.07	\$15,954.12	\$15,954.12	\$0.00
8	1	321723	Traffic Signage - Parking Signs -	285,315.00	LS	\$0.09	\$25,678.35	\$25,678.35	\$0.00
8	2	321723	Traffic Signage - Parking Signs -	232,853.00	LS	\$0.09	\$20,956.77	\$20,956.77	\$0.00
8	3	321723	Traffic Signage - Parking Signs -	193,502.00	LS	\$0.09	\$17,415.18	\$17,415.18	\$0.00
8	4	321723	Traffic Signage - Parking Signs -	232,306.00	LS	\$0.09	\$20,907.54	\$20,907.54	\$0.00
8	5	321723	Traffic Signage - Parking Signs - Retail & Hotel	227,916.00	LS	\$0.09	\$20,512.44	\$20,512.44	\$0.00
9	1	321623	Curb & Gutter - Roadway	10,558.00	LF	\$30.00	\$316,740.00	\$316,740.00	\$0.00
9	2	321623	Curb & Gutter - Target	7,320.00	LF	\$30.00	\$219,600.00	\$219,600.00	\$0.00
9	3	321623	Curb & Gutter - Lowe's	5,061.00	LF	\$30.00	\$151,830.00	\$151,830.00	\$0.00
9	4	321623	Curb & Gutter - Housing	7,747.00	LF	\$30.00	\$232,410.00	\$232,410.00	\$0.00
9	5	321623	Curb & Gutter - Retail & Hotel	12,030.00	LF	\$30.00	\$360,900.00	\$360,900.00	\$0.00
9	1	321623	Sidewalks - 4" Thick - Roadway	41,902.00	LF	\$5.00	\$209,510.00	\$209,510.00	\$0.00
9	2	321623	Sidewalks - 4" Thick - Target	18,564.00	LF	\$5.00	\$92,820.00	\$92,820.00	\$0.00
9	3	321623	Sidewalks - 4" Thick - Lowe's	7,402.00	LF	\$5.00	\$37,010.00	\$37,010.00	\$0.00
9	4	321623	Sidewalks - 4" Thick - Housing	15,208.00	LF	\$5.00	\$76,030.00	\$76,030.00	\$0.00

9	5	321623	Sidewalks - 4" Thick - Retail & Hotel	19,639.00	LF	\$5.00	\$98,195.00	\$0.00	\$98,195.00	
9	1	321623	Concrete Paving - 6" Thick -	0.00	LF	\$5.00	\$0.00	\$0.00	\$0.00	
9	2	321623	Concrete Paving - 6" Thick - Target	6,602.00	LF	\$6.07	\$40,074.14	\$0.00	\$40,074.14	
9	3	321623	Concrete Paving - 6" Thick - Lowe's	58,856.00	LF	\$6.10	\$359,021.60	\$0.00	\$359,021.60	
9	4	321623	Concrete Paving - 6" Thick -	0.00	LF	\$5.00	\$0.00	\$0.00	\$0.00	
9	5	321623	Concrete Paving - 6" Thick - Retail	2,248.00	LF	\$5.00	\$11,240.00	\$0.00	\$11,240.00	
9	1	321623	Concrete Paving - Loading Dock Slab - Roadway	0.00	LF	\$5.00	\$0.00	\$0.00	\$0.00	
9	2	321623	Concrete Paving - Loading Dock Slab - Target	3,157.00	LF	\$6.09	\$19,226.13	\$0.00	\$19,226.13	
9	3	321623	Concrete Paving - Loading Dock Slab - Lowe's	4,433.00	LF	\$6.10	\$27,041.30	\$0.00	\$27,041.30	
9	4	321623	Concrete Paving - Loading Dock Slab - Housing	0.00	LF	\$5.00	\$0.00	\$0.00	\$0.00	
9	5	321623	Concrete Paving - Loading Dock Slab - Retail & Hotel	0.00	LF	\$5.00	\$0.00	\$0.00	\$0.00	
9	1	321623	Drive Approach (6") - Roadway	0.00	EA	\$8,180.00	\$0.00	\$0.00	\$0.00	
9	2	321623	Drive Approach (6") - Target	2.00	EA	\$3,500.00	\$7,000.00	\$7,000.00	\$0.00	
9	3	321623	Drive Approach (6") - Lowe's	1.00	EA	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00	
9	4	321623	Drive Approach (6") - Housing	2.00	EA	\$3,500.00	\$7,000.00	\$7,000.00	\$0.00	
9	5	321623	Drive Approach (6") - Retail & Hotel	3.00	EA	\$3,500.00	\$10,500.00	\$10,500.00	\$0.00	
9	1	321623	Dumpster Pad (6") - Roadway	0.00	SF	\$5.00	\$0.00	\$0.00	\$0.00	
9	2	321623	Dumpster Pad (6") - Target	0.00	SF	\$5.00	\$0.00	\$0.00	\$0.00	
9	3	321623	Dumpster Pad (6") - Lowe's	0.00	SF	\$5.00	\$0.00	\$0.00	\$0.00	
9	4	321623	Dumpster Pad (6") - Housing	435.00	SF	\$5.00	\$2,175.00	\$0.00	\$2,175.00	
9	5	321623	Dumpster Pad (6") - Retail & Hotel	783.00	SF	\$5.00	\$3,915.00	\$0.00	\$3,915.00	
9	1	321623	Misc. Site Concrete - Roadway	285,315.00	SF	\$0.10	\$28,531.50	\$28,531.50	\$0.00	
9	2	321623	Misc. Site Concrete - Target	232,853.00	SF	\$0.10	\$23,285.30	\$0.00	\$23,285.30	
9	3	321623	Misc. Site Concrete - Lowe's	193,502.00	SF	\$0.10	\$19,350.20	\$0.00	\$19,350.20	
9	4	321623	Misc. Site Concrete - Housing	232,306.00	SF	\$0.10	\$23,230.60	\$0.00	\$23,230.60	
9	5	321623	Misc. Site Concrete - Retail & Hotel	227,916.00	SF	\$0.10	\$22,791.60	\$0.00	\$22,791.60	
9	1	321623	Misc. Site Concrete - 4" Bollards -		SF		\$0.00	\$0.00	\$0.00	
10	4	323118	Fence - Houses	798.00	LF	\$150.00	\$119,700.00	\$0.00	\$119,700.00	
11	1	329000	Landscaping Allowance - Roadway	87,667.00	SF	\$2.50	\$217,667.50	\$217,667.50	\$0.00	
11	2	329000	Landscaping Allowance - Target	60,203.00	SF	\$6.00	\$361,218.00	\$0.00	\$361,218.00	
11	3	329000	Landscaping Allowance - Lowe's	34,487.00	SF	\$5.00	\$172,435.00	\$0.00	\$172,435.00	
11	4	329000	Landscaping Allowance - Housing	298,018.00	SF	\$3.25	\$968,558.50	\$0.00	\$968,558.50	
11	5	329000	Landscaping Allowance - Retail &	124,462.00	SF	\$3.00	\$373,386.00	\$0.00	\$373,386.00	
11	1	328200	Topsoil Import and Place -	1,612.00	CY	\$28.00	\$45,136.00	\$0.00	\$45,136.00	
11	2	328200	Topsoil Import and Place - Target	1,115.00	CY	\$28.00	\$31,220.00	\$31,220.00	\$0.00	
11	3	328200	Topsoil Import and Place - Lowe's	639.00	CY	\$28.00	\$17,892.00	\$0.00	\$17,892.00	
11	4	328200	Topsoil Import and Place - Housing	5,518.00	CY	\$28.00	\$154,532.00	\$0.00	\$154,532.00	
11	5	328200	Topsoil Import and Place - Retail &	2,305.00	CY	\$28.00	\$64,540.00	\$0.00	\$64,540.00	
12	1	107500	Site Furnishings Allowance -	0.00	LS	\$35,000.00	\$0.00	\$0.00	\$0.00	
12	2	107500	Site Furnishings Allowance - Target	0.00	LS	\$35,000.00	\$0.00	\$0.00	\$0.00	
12	3	107500	Site Furnishings Allowance -	0.00	LS	\$35,000.00	\$0.00	\$0.00	\$0.00	
12	4	107500	Site Furnishings Allowance -	1.00	LS	\$35,000.00	\$35,000.00	\$0.00	\$35,000.00	
12	5	107500	Site Furnishings Allowance - Retail	0.00	LS	\$35,000.00	\$0.00	\$0.00	\$0.00	
13	Spread	116813	Monument Signs	4.00	FA	\$40,000.00	\$160,000.00	\$160,000.00	\$0.00	Assumed District Will Own This
13			Insert Scope				\$0.00	\$0.00	\$0.00	
13	4	321823	Swimming Pool	1.00	LS	\$185,000.00	\$185,000.00	\$0.00	\$185,000.00	
13	4	321823	Pool Deck	6,098.00	SF	\$13.00	\$79,274.00	\$0.00	\$79,274.00	
15	1	331213	Site Electrical Allowance -	25.00	EA	\$6,150.00	\$153,750.00	\$0.00	\$153,750.00	
15	2	331213	Site Electrical Allowance - Target	400,291.00	SF	\$1.25	\$500,363.75	\$0.00	\$500,363.75	
15	3	331213	Site Electrical Allowance - Lowe's	417,126.00	SF	\$1.25	\$521,407.50	\$0.00	\$521,407.50	
15	4	331213	Site Electrical Allowance - Housing	707,079.00	SF	\$0.70	\$494,955.30	\$0.00	\$494,955.30	
15	5	331213	Site Electrical Allowance - Retail &	454,781.00	SF	\$0.70	\$318,346.70	\$0.00	\$318,346.70	
TOTAL SITE COSTS							\$27,274,030.97	\$12,362,998.79	\$14,911,032.18	

EXHIBIT C

Example Plan of Finance

See the following pages.

BOND DEBT SERVICE
FW LANDING PUBLIC INFRASTRUCTURE DISTRICT
WEBER COUNTY, UTAH
LIMITED TAX BONDS, SERIES 2025A
6.000 (target) Mills
Non-Rated, Annual Pay, 130x, 3/1/2055 Final Maturity
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Dated Date            12/01/2025  
 Delivery Date        12/01/2025

| Period<br>Ending | Principal | Coupon | Interest     | Debt Service | Annual<br>Debt Service |
|------------------|-----------|--------|--------------|--------------|------------------------|
| 03/01/2026       |           |        | 37,679.69    | 37,679.69    | 37,679.69              |
| 03/01/2027       |           |        | 150,718.75   | 150,718.75   | 150,718.75             |
| 03/01/2028       |           |        | 150,718.75   | 150,718.75   | 150,718.75             |
| 03/01/2029       |           |        | 150,718.75   | 150,718.75   | 150,718.75             |
| 03/01/2030       |           |        | 150,718.75   | 150,718.75   | 150,718.75             |
| 03/01/2031       | 20,000    | 6.625% | 150,718.75   | 170,718.75   | 170,718.75             |
| 03/01/2032       | 25,000    | 6.625% | 149,393.75   | 174,393.75   | 174,393.75             |
| 03/01/2033       | 30,000    | 6.625% | 147,737.50   | 177,737.50   | 177,737.50             |
| 03/01/2034       | 30,000    | 6.625% | 145,750.00   | 175,750.00   | 175,750.00             |
| 03/01/2035       | 35,000    | 6.625% | 143,762.50   | 178,762.50   | 178,762.50             |
| 03/01/2036       | 40,000    | 6.625% | 141,443.75   | 181,443.75   | 181,443.75             |
| 03/01/2037       | 45,000    | 6.625% | 138,793.75   | 183,793.75   | 183,793.75             |
| 03/01/2038       | 45,000    | 6.625% | 135,812.50   | 180,812.50   | 180,812.50             |
| 03/01/2039       | 50,000    | 6.625% | 132,831.25   | 182,831.25   | 182,831.25             |
| 03/01/2040       | 55,000    | 6.625% | 129,518.75   | 184,518.75   | 184,518.75             |
| 03/01/2041       | 60,000    | 6.625% | 125,875.00   | 185,875.00   | 185,875.00             |
| 03/01/2042       | 65,000    | 6.625% | 121,900.00   | 186,900.00   | 186,900.00             |
| 03/01/2043       | 70,000    | 6.625% | 117,593.75   | 187,593.75   | 187,593.75             |
| 03/01/2044       | 80,000    | 6.625% | 112,956.25   | 192,956.25   | 192,956.25             |
| 03/01/2045       | 85,000    | 6.625% | 107,656.25   | 192,656.25   | 192,656.25             |
| 03/01/2046       | 95,000    | 6.625% | 102,025.00   | 197,025.00   | 197,025.00             |
| 03/01/2047       | 100,000   | 6.625% | 95,731.25    | 195,731.25   | 195,731.25             |
| 03/01/2048       | 110,000   | 6.625% | 89,106.25    | 199,106.25   | 199,106.25             |
| 03/01/2049       | 115,000   | 6.625% | 81,818.75    | 196,818.75   | 196,818.75             |
| 03/01/2050       | 125,000   | 6.625% | 74,200.00    | 199,200.00   | 199,200.00             |
| 03/01/2051       | 135,000   | 6.625% | 65,918.75    | 200,918.75   | 200,918.75             |
| 03/01/2052       | 145,000   | 6.625% | 56,975.00    | 201,975.00   | 201,975.00             |
| 03/01/2053       | 155,000   | 6.625% | 47,368.75    | 202,368.75   | 202,368.75             |
| 03/01/2054       | 170,000   | 6.625% | 37,100.00    | 207,100.00   | 207,100.00             |
| 03/01/2055       | 390,000   | 6.625% | 25,837.50    | 415,837.50   | 415,837.50             |
|                  | 2,275,000 |        | 3,318,379.69 | 5,593,379.69 | 5,593,379.69           |



# NET DEBT SERVICE

## FW LANDING PUBLIC INFRASTRUCTURE DISTRICT WEBER COUNTY, UTAH LIMITED TAX BONDS, SERIES 2025A 6.000 (target) Mills Non-Rated, Annual Pay, 130x, 3/1/2055 Final Maturity

| Period<br>Ending | Principal | Interest     | Total<br>Debt Service | Capitalized<br>Interest Fund | Net<br>Debt Service |
|------------------|-----------|--------------|-----------------------|------------------------------|---------------------|
| 03/01/2026       |           | 37,679.69    | 37,679.69             | 37,679.69                    |                     |
| 03/01/2027       |           | 150,718.75   | 150,718.75            | 150,718.75                   |                     |
| 03/01/2028       |           | 150,718.75   | 150,718.75            | 150,718.75                   |                     |
| 03/01/2029       |           | 150,718.75   | 150,718.75            | 113,039.06                   | 37,679.69           |
| 03/01/2030       |           | 150,718.75   | 150,718.75            |                              | 150,718.75          |
| 03/01/2031       | 20,000    | 150,718.75   | 170,718.75            |                              | 170,718.75          |
| 03/01/2032       | 25,000    | 149,393.75   | 174,393.75            |                              | 174,393.75          |
| 03/01/2033       | 30,000    | 147,737.50   | 177,737.50            |                              | 177,737.50          |
| 03/01/2034       | 30,000    | 145,750.00   | 175,750.00            |                              | 175,750.00          |
| 03/01/2035       | 35,000    | 143,762.50   | 178,762.50            |                              | 178,762.50          |
| 03/01/2036       | 40,000    | 141,443.75   | 181,443.75            |                              | 181,443.75          |
| 03/01/2037       | 45,000    | 138,793.75   | 183,793.75            |                              | 183,793.75          |
| 03/01/2038       | 45,000    | 135,812.50   | 180,812.50            |                              | 180,812.50          |
| 03/01/2039       | 50,000    | 132,831.25   | 182,831.25            |                              | 182,831.25          |
| 03/01/2040       | 55,000    | 129,518.75   | 184,518.75            |                              | 184,518.75          |
| 03/01/2041       | 60,000    | 125,875.00   | 185,875.00            |                              | 185,875.00          |
| 03/01/2042       | 65,000    | 121,900.00   | 186,900.00            |                              | 186,900.00          |
| 03/01/2043       | 70,000    | 117,593.75   | 187,593.75            |                              | 187,593.75          |
| 03/01/2044       | 80,000    | 112,956.25   | 192,956.25            |                              | 192,956.25          |
| 03/01/2045       | 85,000    | 107,656.25   | 192,656.25            |                              | 192,656.25          |
| 03/01/2046       | 95,000    | 102,025.00   | 197,025.00            |                              | 197,025.00          |
| 03/01/2047       | 100,000   | 95,731.25    | 195,731.25            |                              | 195,731.25          |
| 03/01/2048       | 110,000   | 89,106.25    | 199,106.25            |                              | 199,106.25          |
| 03/01/2049       | 115,000   | 81,818.75    | 196,818.75            |                              | 196,818.75          |
| 03/01/2050       | 125,000   | 74,200.00    | 199,200.00            |                              | 199,200.00          |
| 03/01/2051       | 135,000   | 65,918.75    | 200,918.75            |                              | 200,918.75          |
| 03/01/2052       | 145,000   | 56,975.00    | 201,975.00            |                              | 201,975.00          |
| 03/01/2053       | 155,000   | 47,368.75    | 202,368.75            |                              | 202,368.75          |
| 03/01/2054       | 170,000   | 37,100.00    | 207,100.00            |                              | 207,100.00          |
| 03/01/2055       | 390,000   | 25,837.50    | 415,837.50            |                              | 415,837.50          |
|                  | 2,275,000 | 3,318,379.69 | 5,593,379.69          | 452,156.25                   | 5,141,223.44        |

# BOND SOLUTION

## FW LANDING PUBLIC INFRASTRUCTURE DISTRICT WEBER COUNTY, UTAH LIMITED TAX BONDS, SERIES 2025A 6.000 (target) Mills Non-Rated, Annual Pay, 130x, 3/1/2055 Final Maturity

| Period Ending | Proposed Principal | Proposed Debt Service | Debt Service Adjustments | Total Adj Debt Service | Revenue Constraints | Unused Revenues | Debt Service Coverage |
|---------------|--------------------|-----------------------|--------------------------|------------------------|---------------------|-----------------|-----------------------|
| 03/01/2026    |                    | 37,680                | -37,680                  |                        |                     |                 |                       |
| 03/01/2027    |                    | 150,719               | -150,719                 |                        |                     |                 |                       |
| 03/01/2028    |                    | 150,719               | -150,719                 |                        |                     |                 |                       |
| 03/01/2029    |                    | 150,719               | -113,039                 | 37,680                 | 18,199              | -19,480         | 48.300%               |
| 03/01/2030    |                    | 150,719               |                          | 150,719                | 139,884             | -10,835         | 92.811%               |
| 03/01/2031    | 20,000             | 170,719               |                          | 170,719                | 228,693             | 57,974          | 133.959%              |
| 03/01/2032    | 25,000             | 174,394               |                          | 174,394                | 230,487             | 56,093          | 132.165%              |
| 03/01/2033    | 30,000             | 177,738               |                          | 177,738                | 232,287             | 54,550          | 130.691%              |
| 03/01/2034    | 30,000             | 175,750               |                          | 175,750                | 234,094             | 58,344          | 133.197%              |
| 03/01/2035    | 35,000             | 178,763               |                          | 178,763                | 235,908             | 57,145          | 131.967%              |
| 03/01/2036    | 40,000             | 181,444               |                          | 181,444                | 237,727             | 56,284          | 131.020%              |
| 03/01/2037    | 45,000             | 183,794               |                          | 183,794                | 239,553             | 55,759          | 130.338%              |
| 03/01/2038    | 45,000             | 180,813               |                          | 180,813                | 241,384             | 60,572          | 133.500%              |
| 03/01/2039    | 50,000             | 182,831               |                          | 182,831                | 243,221             | 60,390          | 133.031%              |
| 03/01/2040    | 55,000             | 184,519               |                          | 184,519                | 245,064             | 60,545          | 132.812%              |
| 03/01/2041    | 60,000             | 185,875               |                          | 185,875                | 246,912             | 61,037          | 132.837%              |
| 03/01/2042    | 65,000             | 186,900               |                          | 186,900                | 248,764             | 61,864          | 133.100%              |
| 03/01/2043    | 70,000             | 187,594               |                          | 187,594                | 250,622             | 63,028          | 133.598%              |
| 03/01/2044    | 80,000             | 192,956               |                          | 192,956                | 252,484             | 59,528          | 130.850%              |
| 03/01/2045    | 85,000             | 192,656               |                          | 192,656                | 254,350             | 61,694          | 132.023%              |
| 03/01/2046    | 95,000             | 197,025               |                          | 197,025                | 256,221             | 59,196          | 130.045%              |
| 03/01/2047    | 100,000            | 195,731               |                          | 195,731                | 258,095             | 62,364          | 131.862%              |
| 03/01/2048    | 110,000            | 199,106               |                          | 199,106                | 259,973             | 60,867          | 130.570%              |
| 03/01/2049    | 115,000            | 196,819               |                          | 196,819                | 261,854             | 65,036          | 133.043%              |
| 03/01/2050    | 125,000            | 199,200               |                          | 199,200                | 263,739             | 64,539          | 132.399%              |
| 03/01/2051    | 135,000            | 200,919               |                          | 200,919                | 265,626             | 64,707          | 132.206%              |
| 03/01/2052    | 145,000            | 201,975               |                          | 201,975                | 267,515             | 65,540          | 132.450%              |
| 03/01/2053    | 155,000            | 202,369               |                          | 202,369                | 269,407             | 67,038          | 133.127%              |
| 03/01/2054    | 170,000            | 207,100               |                          | 207,100                | 271,301             | 64,201          | 131.000%              |
| 03/01/2055    | 390,000            | 415,838               |                          | 415,838                | 273,196             | -142,642        | 65.698%               |
|               | 2,275,000          | 5,593,380             | -452,156                 | 5,141,223              | 6,426,562           | 1,285,338       |                       |

## EXHIBIT D

### **Proposed Mill Levy and Comparison of Mill Levies of Similar Taxing Entities in the Area**

| <b>Tax Area 145</b>                          | <b>2024 Approved<br/>Tax Rate</b> |
|----------------------------------------------|-----------------------------------|
| 1010 Weber County                            | 0.001980                          |
| 1015 Multicounty Assessing & Collecting Levy | 0.000015                          |
| 1020 County Assessing & Collecting Levy      | 0.000167                          |
| 2020 Weber County School District            | 0.005483                          |
| 3010 Farr West City                          | 0.000333                          |
| 4005 Weber Basin Water Conservancy District  | 0.000196                          |
| 4010 Central weber Sewer Improvement Distrit | 0.000550                          |
| 1070 Bona Vista Water Improvement District   | 0.000147                          |
| 4080 Weber County Moquito Abatement District | 0.000066                          |
| 4210 Weber Fire District                     | 0.001105                          |
| 4320 Weber Area                              | 0.000167                          |
| 6080 Weber Fire District Bond                | 0.000031                          |
| <b>Total Tax Rate</b>                        | <b>0.010240</b>                   |
| <b>Proposed PID Mill Levy</b>                | <b>0.006000</b>                   |
| <b>Proposed Total New Tax Rate</b>           | <b>0.016240</b>                   |

#### Other Taxing Areas Near FW Landing PID

|                               |          |
|-------------------------------|----------|
| Tax Area 542 Weber            | 0.010393 |
| Tax Area 307 Roy City         | 0.010429 |
| Tax Area 481 South Ogden City | 0.011162 |
| Tax Area 503 North Ogden City | 0.011238 |
| Tax Area 552 Harrisville City | 0.011640 |

## EXHIBIT E

### Proposed Timeline for District Creation

**FW Landing: PID Creation &  
Application Process**  
*Weber County, UT*

|                      |                           | Jan |    |    |    | Feb |   |    |    | Mar |   |    |    |    | Responsibility |    |    |    |
|----------------------|---------------------------|-----|----|----|----|-----|---|----|----|-----|---|----|----|----|----------------|----|----|----|
| Step                 |                           | 5   | 12 | 19 | 26 | 2   | 9 | 16 | 23 | 2   | 9 | 16 | 23 | 30 | D              | DC | UW | C  |
| PID Creation Process | 1 Letter of Intent        |     |    | ●  |    |     |   |    |    |     |   |    |    |    | PR             | R  | R  | R  |
|                      | 2 Petition                |     |    | ●  |    |     |   |    |    |     |   |    |    |    | PR             | R  | R  | R  |
|                      | 3 Application             |     |    |    | ○  |     |   |    |    |     |   |    |    |    | PR             | R  | R  | R  |
|                      | 4 Application Fee         |     |    |    | ○  |     |   |    |    |     |   |    |    |    | PR             | R  | R  | R  |
|                      | 5 Application Review      |     |    |    |    | ○   | ○ | ○  |    |     |   |    |    |    | R              | R  | R  | PR |
|                      | 6 Initiating Resolution   |     |    |    |    |     |   | ○  | ○  |     |   |    |    |    | R              | R  | R  | PR |
|                      | 7 Plat Survey             |     |    |    |    |     |   |    | ○  | ○   | ○ |    |    |    | PR             | R  | R  | R  |
|                      | 8 Governing Document      |     |    |    |    |     |   |    |    | ○   | ○ |    |    |    | R              | PR | R  | R  |
|                      | 9 PID Creation Resolution |     |    |    |    |     |   |    |    |     |   | ○  | ○  |    | R              | R  | R  | PR |

○ = Task not complete    ● = Task Complete

**PR** = Primary Responsibility

D = Developer(s); DC = District Counsel; UW = Underwriter (D.A. Davidson);

C = City