



## PIONEERING AGREEMENT

This Pioneering Agreement (hereinafter referred to as "Agreement") is entered into as of this 22<sup>nd</sup> day of February, 2022, by and between MWIC Turner Road UT, LLC, a Utah limited liability company, and MWIC Parkway UT, LLC, a Utah limited liability company with its principal offices located at 201 Ferry Street SE #400, Salem, OR 97301 (hereinafter referred to as "Developer") and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 (hereinafter referred to as the "City").

### RECITALS

WHEREAS, Developer owns certain parcels of property located in American Fork, Utah County, Utah, specifically 44:238:001, 44:238:002, 44:238:003, 44:238:004, 44:238:005, 44:238:0012, 44:238:0013, 44:238:0014 and 44:238:0015 consisting of 5.43 acres and further described in Exhibit A attached hereto (hereinafter referred to as the "Property");

WHEREAS, Developer has obtained approvals from the City to develop the Property into a Multi-Family Project commonly known as Kelton Apartments. However, development of the Property is subject to the installation of offsite sewer, culinary water, pressurized irrigation, streets, and storm drainage improvements (the "Project Improvements") identified on Exhibit B attached hereto.

WHEREAS, the Project Improvements will provide direct benefit to other developers and owners of surrounding properties (the "Benefited Properties") when they develop their properties. The Benefited Properties are identified by tax parcel number and owner in Exhibit C attached hereto.

WHEREAS, Developer desires to be reimbursed for a proportionate share of the costs associated with the design, construction and installation of the Project Improvements as the Benefited Properties connect and/or utilize the improvements;

WHEREAS, City is willing to administer reimbursement payments from the owners of the Benefited Properties in accordance with the terms and provisions of this Agreement; and

WHEREAS, this Agreement is entered into to ensure the orderly development of real property within City limits, while maintaining and enhancing property values.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract, covenant, and agree as follows:

### AGREEMENT

1. **Necessity of Improvements.** Developer expressly acknowledges that the Project Improvements are necessary for development of Kelton Apartments and are lawful conditions precedent for the approval and development of Kelton Apartments.
2. **Developer's Obligation.** Developer shall install the Project Improvements at Developer's cost and expense including all costs and expenses associated with engineering, planning,

surveying, design, materials, labor, easements, property, construction costs, and bonding relating to the Project Improvements, in accordance with the construction plans approved by the City for the development of Kelton Apartments and/or required by City ordinances and regulations (the "Pioneering Costs"). Pioneering Costs shall bear no interest from the date hereof to date of payment.

3. **Approval, Inspection, and Acceptance.** Developer and its assigns shall install the Project Improvements and post applicable bonds and improvement completion assurances in accordance with City ordinances to guarantee the installation of the Project Improvements according to City ordinances, regulations, and standards. The Project Improvements shall be approved by the City and inspections shall be conducted by the City to ensure that the Project Improvements are constructed per City standards. Upon completion, Developer shall deliver to City a set of as-built plans of the Project Improvements (in both paper and electronic format) with the verified actual amount of the Pioneering Costs of the Project Improvements. Upon successful completion of the Project Improvements and acceptance in writing by the City, Developer shall also provide an Improvement Warranty in accordance with City ordinances to ensure that the Project Improvements remain in good condition and free from defects for a period of one (1) year. Upon successful completion, approval by the City, and posting of an Improvement Warranty by Developer, the City shall accept, own, operate, and maintain the Project Improvements. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Project Improvements and shall not retain any ownership interest therein, unless City ordinances, agreements, or regulations provide otherwise.
4. **Collection of Pioneering Costs.** The City will require owners of the Benefitted Properties that develop their land or apply for building permits to pay to the City their proportionate share of the Pioneering Costs of the Project Improvements prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined by the City based upon consideration of the street frontage, parcel size, and other relevant factors of each respective Benefitted Property. In no event shall City be liable for failure to make collection; it being understood and agreed that City will use its best efforts to make such collection.
5. **Distribution of Pioneering Costs Received.** The funds collected shall be paid by the City to the Developer within 60 days of collection, unless the payment is made under protest by the owner of the Benefitted Property or the payment is the subject of a lawsuit (filed or threatened), complaint, advisory opinion, or appeal. In such a case, the City will retain the funds until such time as the matter is resolved. When the matter is resolved, the City shall disburse the funds to Developer within 60 days. Nothing in this Agreement shall preclude Developer from arranging for up-front financial contributions for the Project Improvements from the owners of the Benefitted Properties.
6. **Duration of Pioneering Costs for all improvements.** If a development application is made after 10 years from the date hereof, there shall be no required payment of Pioneering Costs related to the offsite public improvements identified on Exhibit B as a pre-

condition of development approval or issuance of a building permit.

7. **Full Compensation.** The Developer hereby agrees it shall not be entitled to any reimbursement, compensation, incentive, or other payment from the City related to the Project Improvements. Nothing in this Agreement, however, shall preclude Developer from obtaining reimbursements or impact fee credits for “system improvements” or oversized public improvements requested or required by the City in relation to the Project. If the City requires Developer to upsize or extend any of the Project Improvements, the parties may negotiate a separate reimbursement agreement to be submitted to City Council for approval. Such upsizing costs, however, are not part of this Agreement.
8. **Choice of law.** This Agreement shall be interpreted and enforced under the laws of the State of Utah. Venue for any legal action brought on this Agreement shall lie with the Fourth Judicial District Court for Utah County, Utah.
9. **Authority.** Each individual executing this Agreement hereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.
10. **Recitals and Exhibits Incorporated.** Each recital set forth above, and each exhibit attached to and referred to in this Agreement, is hereby incorporated by reference.
11. **Counterparts and Severability.** In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. **Entire Agreement.** This Agreement constitutes and comprises the entire understanding of the parties hereto, and supersedes any previous written or oral communication or representation related to the subject matter hereof
13. **Amendment.** This Agreement may only be amended by written instrument signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



AMERICAN FORK CITY

Bradley J. Frost  
Bradley J. Frost, Mayor

Attest:

Terilyn Lunker  
Terilyn Lunker, Recorder

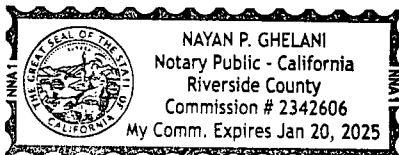
DATED this 3 day of Feb, 2022

[DEVELOPER]

By: Jason E. Tokarski  
Name (Print): JASON E. TOKARSKI  
Its: VP OF MANAGER

State of ~~Utah~~ <sup>AMM</sup> CALIFORNIA  
County of RIVERSIDE

On the 03<sup>rd</sup> day of Feb, 2022, personally appeared before me JASON E. TOKARSKI, VP OF MGR of MWIC TURNER ROAD UT, LLC, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that he had authority to execute the foregoing Pioneering Agreement, for the purposes stated therein, and did so of his own voluntary act.



[Signature]  
Notary

## Exhibit A

### **Kelton – Pioneering Agreement Parcel**

Beginning at a point being North 89°59'22" East 1,574.44 feet along section line and South 00°36'30" West 49.12 feet from the West Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running

thence North 00°36'30" East 109.90 feet;  
 thence North 89°23'30" West 31.08 feet;  
 thence North 260.66 feet;  
 thence West 91.58 feet;  
 thence North 69.99 feet;  
 thence North 42°28'29" West 249.22 feet;  
 thence North 89°42'55" West 178.81 feet;  
 thence North 00°56'33" East 104.00 feet;  
 thence Northeasterly 22.41 feet along the arc of a 15.02 foot radius curve to the right (center bears South 86°15'09" East and the chord bears North 46°29'32" East 20.39 feet with a central angle of 85°29'22");  
 thence Northeasterly 31.96 feet along the arc of a 123.00 foot radius curve to the left (center bears North 00°45'23" West and the chord bears North 81°47'59" East 31.87 feet with a central angle of 14°53'18");  
 thence Northeasterly 6.37 feet along the arc of a 25.00 foot radius curve to the right (center bears South 15°38'40" East and the chord bears North 81°39'07" East 6.35 feet with a central angle of 14°35'35");  
 thence South 89°42'31" East 563.96 feet;  
 thence Southeasterly 31.41 feet along the arc of a 20.00 foot radius curve to the right (center bears South 00°17'29" West and the chord bears South 44°42'43" East 28.28 feet with a central angle of 89°59'35");  
 thence South 00°17'05" West 628.61 feet;  
 thence South 00°18'11" East 74.32 feet;  
 thence South 00°46'16" West 10.00 feet;  
 thence Southwesterly 23.52 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°13'44" West and the chord bears South 45°41'23" West 21.18 feet with a central angle of 89°50'14");  
 thence North 89°23'30" West 151.57 feet to the point of beginning.

Contains 236,786 Square Feet or 5.436 Acres

250 S & 1000 W Pioneering Roadway Improvements - Total Amounts

See other sheets for cost breakout per owner

ITEMIZED DESCRIPTION	QUANTITY	UNITS	UNIT COST	COST
<b>ROADWAY IMPROVEMENTS</b>				
X 1 Site Earthworks (Cut/Fill Onsite)	120	Cubic Yards	\$ 4.75	\$ 570.00
X 2 Site Earthworks (Cut/Fill Import)	2,519	Cubic Yards	\$ 25.00	\$ 62,975.00
X 3 Striping/Topsoil Removal (Estimated, Assume 6")	65,780	Square Feet	\$ 0.07	\$ 4,604.60
X 4 24" Curb and Gutter	2,718	Linear Feet	\$ 18.50	\$ 50,283.00
X 5 5 Foot Wide 6-Inch Thick Concrete Sidewalk with 6" Base Course	1,270	Linear Feet	\$ 22.50	\$ 28,575.00
X 6 ADA Handicap Ramps	7	Each	\$ 1,450.00	\$ 10,150.00
X 7 Drive Approach with 4' Watenway (1000 W & 300 S)	1	Each	\$ 3,500.00	\$ 3,500.00
X 8 3" Asphalt Concrete	45,680	Square Feet	\$ 1.50	\$ 70,020.00
X 9 12" Untreated Base Course Compacted to 90%	45,680	Square Feet	\$ 1.25	\$ 58,350.00
X 10 Miraf RS380 Geotextile Fabric	45,680	Square Feet	\$ 0.45	\$ 21,006.00
X 11 Striping	1	Lump Sum	\$ 3,100.00	\$ 3,100.00
X 12 Sawcut for TSSD Access (on 250 S)	1	Lump Sum	\$ 300.00	\$ 300.00
				<b>SUBTOTAL \$ 313,433.60</b>
<b>DOMESTIC WATER SYSTEMS</b>				
X 1 8" DR-18 C900 PVC Culinary Water Line	1,671	Linear Feet	\$35.00	\$ 58,485.00
X 2 Imported Trench Backfill	390	Ton	\$28.50	\$ 10,335.00
X 3 8" Fittings	13	Each	\$650.00	\$ 8,450.00
X 4 8"x8" FL Cross	2	Each	\$650.00	\$ 1,300.00
X 5 8" Gate Valve	11	Each	\$1,800.00	\$ 20,900.00
X 6 8"x8" Tee	14	Each	\$800.00	\$ 11,200.00
X 7 8" DR-18 C900 PVC Culinary Water Line	226	Linear Feet	\$30.00	\$ 6,780.00
X 8 8" Gate Valve	13	Each	\$821.00	\$ 10,673.00
X 9 8" Fittings	1	Each	\$500.00	\$ 500.00
X 10 Connect to Existing Culinary Water Line	4	Each	\$3,200.00	\$ 12,800.00
X 11 2" Culinary Water Meter and Vault and 2" line from Main to Meter	16	Each	\$7,500.00	\$ 120,000.00
X 12 1" Culinary Water Meter and 1" line from Main to Meter	2	Each	\$1,600.00	\$ 3,200.00
X 13 2" Temporary Blow off Assembly complete with 36" 4" C-900 DR 18	4	Each	\$2,750.00	\$ 11,000.00
X 14 Fire Hydrant Assembly Complete	10	Each	\$4,500.00	\$ 45,000.00
				<b>SUBTOTAL \$ 320,623.00</b>
<b>PRESSURIZED IRRIGATION WATER SYSTEM</b>				
X 1 8" DR-18 C900 Purple PVC Pipe	1543	Linear Feet	\$35.00	\$ 54,005.00
X 2 Imported Trench Backfill	300	Ton	\$28.50	\$ 7,950.00
X 3 Connect to Existing Pressurized Irrigation Line	2	Each	\$1,200.00	\$ 2,400.00
X 4 8"x8" FL Cross	1	Each	\$900.00	\$ 900.00
X 5 8" Fittings	3	Each	\$800.00	\$ 2,400.00
X 6 8" MJ Gate Valve	7	Each	\$1,800.00	\$ 12,600.00
X 7 2" Temporary Blow off	3	Each	\$800.00	\$ 2,400.00
X 8 1" Pressurized Irrigation Water Meter and 1" line from Main to Meter	1	Each	\$1,750.00	\$ 1,750.00
				<b>SUBTOTAL \$ 84,485.00</b>
<b>STORM DRAIN SYSTEMS</b>				
X 1 18" RCP Storm drain	1,460	Linear Feet	\$45.00	\$ 65,700.00
X 2 Imported Trench Backfill	1,000	Ton	\$28.50	\$ 28,500.00
X 3 SD Combo Box	1	Each	\$3,500.00	\$ 3,500.00
X 4 Double Curb Inlet	4	Each	\$4,200.00	\$ 16,800.00
X 5 5' SD Manhole	10	Each	\$5,000.00	\$ 50,000.00
X 6 SD Catch Basin	7	Each	\$3,000.00	\$ 21,000.00
				<b>SUBTOTAL \$ 163,500.00</b>
<b>SANITARY SEWER SYSTEM</b>				
X 1 12" SDR-35 PVC Pipe	799	Linear Feet	\$40.00	\$ 31,960.00
X 2 8" SDR-35 PVC Pipe	144	Linear Feet	\$35.00	\$ 5,040.00
X 3 Imported Trench Backfill	2,120	Ton	\$28.50	\$ 60,180.00
X 4 6" SS Manhole	3	Each	\$4,500.00	\$ 13,500.00
X 5 4" SS Manhole	3	Each	\$3,800.00	\$ 7,600.00
X 6 Connect to existing Sewer	2	Each	\$1,500.00	\$ 3,000.00
X 7 Plug and Cap For Future Connection	3	Each	\$1,800.00	\$ 5,400.00
				<b>SUBTOTAL \$ 122,680.00</b>
<b>MISCELLANEOUS</b>				
<u>Street Lighting/Signs</u>				
X 1 As Built	1	Each	\$1,000.00	\$ 1,000.00
X 2 Testing, Cleaning, Inspections	1	Lump Sum	\$2,500.00	\$ 2,500.00
X 3 Street Sign	2	Each	\$650.00	\$ 1,300.00
X 4 Traffic Sign	1	Each	\$650.00	\$ 650.00
X 5 Subdivision Monument	2	Each	\$450.00	\$ 900.00
				<b>SUBTOTAL \$ 6,350.00</b>
<u>Erosion Control</u>				
X 1 Mobilization	1	Lump Sum	\$5,000.00	\$ 5,000.00
X 2 Stabilized Construction Entrance	1	Each	\$2,500.00	\$ 2,500.00
X 3 SWPPP Maintenance	1	Lump Sum	\$7,500.00	\$ 7,500.00
				<b>SUBTOTAL \$ 15,000.00</b>
<u>Landscaping</u>				
X 1 Public Landscaping (Park Stripe)	5,800	Square Feet	\$3.00	\$ 17,400.00
				<b>SUBTOTAL \$ 17,400.00</b>

ROADWAY IMPROVEMENTS =	\$ 313,433.60
DOMESTIC WATER SYSTEMS =	\$ 320,623.00
PRESSURIZED IRRIGATION WATER SYSTEM =	\$ 84,485.00
STORM DRAIN SYSTEM =	\$ 163,500.00
SANITARY SEWER SYSTEM =	\$ 122,680.00
MISCELLANEOUS =	\$ 39,750.00
<b>SITE IMPROVEMENT COSTS =</b>	<b>\$ 1,063,391.60</b>

	% of Frontage	% of Cost	
Kelton Apartments Pro Rata Share (1,420' of roadway frontage)	50.00%	58.34%	\$ 620,333.30
AF Utah, LLC Pro Rata Share (1,368' of roadway frontage)	48.10%	40.13%	\$ 428,711.58
Horan Family Trust Pro Rata Share (54' of roadway frontage)	1.90%	1.54%	\$ 16,346.72

Costs outlined above exclude future improvements for sidewalk and park strip along AF Utah and Horan Family frontage since they are not being constructed at this time.

250 S & 1000 W Pioneering Roadway Improvements - Kelton Apartments Portion

See other sheets for cost breakout per owner

ITEMIZED DESCRIPTION	QUANTITY	UNITS	UNIT COST	% COST	COST	
<b>1476320</b>						
<b>Kelton Apartments Pro Rata Share (1,420' of roadway frontage)</b>			<b>% of Frontage</b>	<b>50.00%</b>		
<b>Horan Family Trust Pro Rata Share (54' of roadway frontage)</b>			<b>% of Frontage</b>	<b>1.90%</b>		
<b>AF Utah, LLC Pro Rata Share (1,366' of roadway frontage)</b>			<b>% of Frontage</b>	<b>48.10%</b>		
<b>ROADWAY IMPROVEMENTS</b>						
X 1	Site Earthworks (Cut/Fill Onsite)	120	Cubic Yards	\$ 4.75	50.00%	\$ 285.00
X 2	Site Earthworks (Cut/Fill Import)	2,819	Cubic Yards	\$ 25.00	50.00%	\$ 31,487.50
X 3	Stripping/Topsoil Removal (Estimated, Assume 6")	65,780	Square Feet	\$ 0.07	50.00%	\$ 2,302.30
X 4	24" Curb and Gutter	2,718	Linear Feet	\$ 18.50	50.00%	\$ 25,141.50
X 5	5 Foot Wide 6-inch Thick Concrete Sidewalk with 6" Base Course	1,270	Linear Feet	\$ 22.50	100.00%	\$ 28,575.00
X 6	ADA Handicap Ramps	7	Each	\$ 1,450.00	100.00%	\$ 10,150.00
X 7	Drive Approach with 4' Wetway (1000 W & 300 S)	1	Each	\$ 3,500.00	0.00%	\$ -
X 8	3" Asphalt Concrete	48,880	Square Feet	\$ 1.50	50.00%	\$ 35,010.00
X 9	12" Untreated Base Course Compacted to 90%	48,880	Square Feet	\$ 1.25	50.00%	\$ 29,175.00
X 10	Mirafi RS380 Geotextile Fabric	48,880	Square Feet	\$ 0.45	50.00%	\$ 10,503.00
X 11	Stripping	1	Lump Sum	\$ 1,550.00	50.00%	\$ 1,550.00
X 12	Sawcut for TSSD Access (on 250 S)	1	Lump Sum	\$ 300.00	0.00%	\$ -
					<b>SUBTOTAL</b>	<b>\$ 174,179.30</b>
<b>DOMESTIC WATER SYSTEMS</b>						
X 1	8" DR-18 C900 PVC Culinary Water Line	1,671	Linear Feet	\$35.00	50.00%	\$ 29,242.50
X 2	Imported Trench Backfill	380	Ton	\$26.50	50.00%	\$ 5,167.50
X 3	8" Fittings	13	Each	\$60.00	50.00%	\$ 4,225.00
X 4	8"x8" FL Cross	2	Each	\$250.00	50.00%	\$ 650.00
X 5	8" Gate Valve	13	Each	\$1,900.00	50.00%	\$ 10,450.00
X 6	8"x8" Tee	14	Each	\$60.00	50.00%	\$ 8,600.00
X 7	8" DR-18 C900 PVC Culinary Water Line	228	Linear Feet	\$30.00	50.00%	\$ 3,390.00
X 8	8" Gate Valve	13	Each	\$821.00	50.00%	\$ 5,338.50
X 9	8" Fittings	1	Each	\$200.00	50.00%	\$ 250.00
X 10	Connect to Existing Culinary Water Line	4	Each	\$3,200.00	50.00%	\$ 6,400.00
X 11	2" Culinary Water Meter and Vault and 2" line from Main to Meter	18	Each	\$7,500.00	100.00%	\$ 120,000.00
X 12	3/4" Culinary Water Meter and 1" line from Main to Meter	2	Each	\$1,800.00	100.00%	\$ 3,200.00
X 13	2" Temporary Blow off Assembly complete with 38" 4" C-600 DR 18	4	Each	\$2,750.00	50.00%	\$ 5,500.00
X 14	Fire Hydrant Assembly Complete	10	Each	\$4,500.00	50.00%	\$ 22,500.00
					<b>SUBTOTAL</b>	<b>\$ 221,911.50</b>
<b>PRESSURIZED IRRIGATION WATER SYSTEM</b>						
X 1	8" DR-18 C900 Purple PVC Pipe	1,643	Linear Feet	\$35.00	50.00%	\$ 27,002.50
X 2	Imported Trench Backfill	300	Ton	\$26.50	50.00%	\$ 3,975.00
X 3	Connect to Existing Pressurized Irrigation Line	2	Each	\$1,200.00	50.00%	\$ 1,200.00
X 4	8"x8" FL Cross	1	Each	\$300.00	50.00%	\$ 450.00
X 5	8" Fittings	3	Each	\$60.00	50.00%	\$ 1,200.00
X 6	8" MJ Gate Valve	7	Each	\$1,800.00	50.00%	\$ 6,300.00
X 7	2" Temporary Blow off	3	Each	\$60.00	50.00%	\$ 1,200.00
X 8	1" Pressurized Irrigation Water Meter and 1" line from Main to Meter	1	Each	\$1,750.00	100.00%	\$ 1,750.00
					<b>SUBTOTAL</b>	<b>\$ 43,077.50</b>
<b>STORM DRAIN SYSTEMS</b>						
X 1	15" RCP Storm drain	1,460	Linear Feet	\$45.00	50.00%	\$ 32,850.00
X 2	Imported Trench Backfill	1,000	Ton	\$26.50	50.00%	\$ 13,250.00
X 3	SD Combo Box	1	Each	\$3,500.00	50.00%	\$ 1,750.00
X 4	Double Curb Inlet	4	Each	\$4,200.00	50.00%	\$ 8,400.00
X 5	5' SD Manhole	10	Each	\$5,000.00	50.00%	\$ 25,000.00
X 6	SD Catch Basin	7	Each	\$3,000.00	50.00%	\$ 10,800.00
					<b>SUBTOTAL</b>	<b>\$ 91,750.00</b>
<b>SANITARY SEWER SYSTEM</b>						
X 1	12" SDR-35 PVC Pipe	799	Linear Feet	\$40.00	50.00%	\$ 15,980.00
X 2	8" SDR-35 PVC Pipe	144	Linear Feet	\$35.00	50.00%	\$ 2,520.00
X 3	Imported Trench Backfill	2,120	Ton	\$26.50	50.00%	\$ 28,090.00
X 4	5' SS Manhole	3	Each	\$4,500.00	50.00%	\$ 6,750.00
X 5	4' SS Manhole	2	Each	\$3,500.00	50.00%	\$ 3,800.00
X 6	Connect to existing Sewer	2	Each	\$1,500.00	50.00%	\$ 1,500.00
X 7	Plug and Cap For Future Connection	3	Each	\$1,800.00	50.00%	\$ 2,700.00
					<b>SUBTOTAL</b>	<b>\$ 61,340.00</b>
<b>MISCELLANEOUS</b>						
<b>Street Lighting/Signs</b>						
X 1	As Bulbs	1	Each	\$1,000.00	50.00%	\$ 500.00
X 2	Testing, Cleaning, Inspections	1	Lump Sum	\$2,500.00	50.00%	\$ 1,250.00
X 3	Street Sign	2	Each	\$650.00	50.00%	\$ 650.00
X 4	Traffic Sign	1	Each	\$850.00	50.00%	\$ 325.00
X 5	Subdivision Monument	2	Each	\$450.00	50.00%	\$ 450.00
					<b>SUBTOTAL</b>	<b>\$ 3,175.00</b>
<b>Erosion Control</b>						
X 1	Mobilization	1	Lump Sum	\$5,000.00	50.00%	\$ 2,500.00
X 2	Stabilized Construction Entrance	1	Each	\$2,500.00	50.00%	\$ 1,250.00
X 3	SWPPP Maintenance	1	Lump Sum	\$7,500.00	50.00%	\$ 3,750.00
					<b>SUBTOTAL</b>	<b>\$ 7,500.00</b>
<b>Landscaping</b>						
X 1	Public Landscaping (Park Strips)	5,800	Square Feet	\$3.00	100.00%	\$ 17,400.00
					<b>SUBTOTAL</b>	<b>\$ 17,400.00</b>
					<b>ROADWAY IMPROVEMENTS</b>	<b>\$ 174,179.30</b>
					<b>DOMESTIC WATER SYSTEMS</b>	<b>\$ 221,911.50</b>
					<b>PRESSURIZED IRRIGATION WATER SYSTEM</b>	<b>\$ 43,077.50</b>
					<b>STORM DRAIN SYSTEM</b>	<b>\$ 91,750.00</b>
					<b>SANITARY SEWER SYSTEM</b>	<b>\$ 61,340.00</b>
					<b>MISCELLANEOUS</b>	<b>\$ 28,075.00</b>
					<b>KELTON APARTMENTS PORTION OF SITE IMPROVEMENT COSTS</b>	<b>\$ 620,333.30</b>

Costs outlined above exclude future improvements for sidewalk and park strip along AF Utah and Horan Family frontage since they are not being constructed at this time. Some item percentages have been adjusted for specific improvements applying to applicable owners (i.e. 100% sidewalk applied to Kelton Apts).

250 S & 1000 W Pioneering Roadway Improvements - AF Utah, LLC. Portion

See other sheets for cost breakout per owner

ITEMIZED DESCRIPTION	QUANTITY	UNITS	UNIT COST	% COST	COST
<p>Kefton Apartments Pro Rata Share (1,420' of roadway frontage) % of Frontage 50.00%</p> <p>Horan Family Trust Pro Rata Share (54' of roadway frontage) % of Frontage 1.80%</p> <p>AF Utah, LLC Pro Rata Share (1,366' of roadway frontage) % of Frontage 48.10%</p>					
<b>ROADWAY IMPROVEMENTS</b>					
X 1 Site Earthworks (Cut/Fill Create)	120	Cubic Yards	\$ 4.75	48.10%	\$ 274.16
X 2 Site Earthworks (Cut/Fill Import)	2,618	Cubic Yards	\$ 25.00	48.10%	\$ 30,290.09
X 3 Stripping/Topsoil Removal (Estimated, Assume 6")	85,780	Square Feet	\$ 0.07	48.10%	\$ 2,214.75
X 4 24" Curb and Gutter	2,718	Linear Feet	\$ 18.50	48.10%	\$ 24,185.41
X 5 5 Foot Wide 6-Inch Thick Concrete Sidewalk with 6" Base Course	1,270	Linear Feet	\$ 22.50	0.00%	\$ -
X 6 ADA Handicap Ramps	7	Each	\$ 1,460.00	0.00%	\$ -
X 7 Drive Approach with 4' Waterway (1000 W & 300 S)	1	Each	\$ 3,600.00	100.00%	\$ 3,600.00
X 8 3" Asphalt Concrete	46,880	Square Feet	\$ 1.50	48.10%	\$ 33,678.63
X 9 12" Untreated Base Course Compacted to 90%	46,880	Square Feet	\$ 1.25	48.10%	\$ 28,064.53
X 10 Mitril R3380 Geotextile Fabric	46,880	Square Feet	\$ 0.45	48.10%	\$ 10,103.58
X 11 Striping	1	Lump Sum	\$ 3,100.00	48.10%	\$ 1,491.06
X 12 Sawcut for TBSD Access (on 250 S)	1	Lump Sum	\$ 300.00	100.00%	\$ 300.00
				<b>SUBTOTAL</b>	<b>\$ 134,103.22</b>
<b>DOMESTIC WATER SYSTEMS</b>					
X 1 8" DR-18 C900 PVC Culinary Water Line	1,671	Linear Feet	\$35.00	48.10%	\$ 26,130.46
X 2 Imported Trench Backfill	390	Ton	\$26.50	48.10%	\$ 4,970.99
X 3 8" Fittings	13	Each	\$660.00	48.10%	\$ 4,064.33
X 4 8"x8" FL Cross	2	Each	\$850.00	48.10%	\$ 625.28
X 5 8" Gate Valve	11	Each	\$1,900.00	48.10%	\$ 10,052.61
X 6 8"x8" Tee	14	Each	\$800.00	48.10%	\$ 5,387.04
X 7 6" DR-18 C900 PVC Culinary Water Line	228	Linear Feet	\$30.00	48.10%	\$ 3,261.08
X 8 6" Gate Valve	13	Each	\$821.00	48.10%	\$ 5,133.56
X 9 6" Fittings	1	Each	\$300.00	48.10%	\$ 240.49
X 6 Connect to Existing Culinary Water Line	4	Each	\$3,200.00	48.10%	\$ 6,158.62
X 7 2" Culinary Water Meter and Vault and 2" line from Main to Meter	18	Each	\$7,500.00	0.00%	\$ -
X 8 3/4" Culinary Water Meter and 1" line from Main to Meter	2	Each	\$1,600.00	0.00%	\$ -
X 9 2" Temporary Blow off Assembly complete with 36" C-900 DR 18	4	Each	\$2,750.00	50.00%	\$ 5,500.00
X 10 Fire Hydrant Assembly Complete	10	Each	\$4,500.00	48.10%	\$ 21,844.37
				<b>SUBTOTAL</b>	<b>\$ 95,168.84</b>
<b>PRESSURIZED IRRIGATION WATER SYSTEM</b>					
X 1 8" DR-18 C900 Purple PVC Pipe	1543	Linear Feet	\$35.00	48.10%	\$ 25,976.64
X 2 Imported Trench Backfill	300	Ton	\$26.50	48.10%	\$ 3,823.84
X 3 Connect to Existing Pressurized Irrigation Line	2	Each	\$1,200.00	48.10%	\$ 1,154.37
X 4 8"x8" FL Cross	1	Each	\$300.00	48.10%	\$ 432.69
X 5 8" Fittings	3	Each	\$800.00	48.10%	\$ 1,154.37
X 6 8" MJ Gate Valve	7	Each	\$1,600.00	48.10%	\$ 6,080.42
X 7 2" Temporary Blow off	3	Each	\$600.00	50.00%	\$ 1,200.00
X 8 1" Pressurized Irrigation Water Meter and 1" line from Main to Meter	1	Each	\$1,750.00	0.00%	\$ -
				<b>SUBTOTAL</b>	<b>\$ 39,801.52</b>
<b>STORM DRAIN SYSTEMS</b>					
X 1 18" RCP Storm drain	1,460	Linear Feet	\$45.00	48.10%	\$ 31,600.77
X 2 Imported Trench Backfill	1,000	Ton	\$26.50	48.10%	\$ 12,748.13
X 3 SD Combo Box	1	Each	\$3,800.00	48.10%	\$ 1,883.46
X 4 Double Curb Inlet	4	Each	\$4,200.00	48.10%	\$ 6,080.56
X 5 5' SD Manhole	4	Each	\$5,000.00	48.10%	\$ 24,048.30
X 6 SD Catch Basin	7	Each	\$3,000.00	48.10%	\$ 10,100.70
				<b>SUBTOTAL</b>	<b>\$ 88,260.92</b>
<b>SANITARY SEWER SYSTEM</b>					
X 1 12" SDR-35 PVC Pipe	799	Linear Feet	\$40.00	48.10%	\$ 15,372.31
X 2 8" SDR-35 PVC Pipe	144	Linear Feet	\$35.00	48.10%	\$ 2,424.17
X 3 Imported Trench Backfill	2,120	Ton	\$26.50	48.10%	\$ 27,021.79
X 4 5' SS Manhole	3	Each	\$4,500.00	48.10%	\$ 6,493.31
X 5 4' SS Manhole	2	Each	\$3,800.00	48.10%	\$ 3,655.49
X 6 Connect to existing Sewer	2	Each	\$1,500.00	48.10%	\$ 1,442.96
X 7 Plug and Cap For Future Connection	3	Each	\$1,800.00	50.00%	\$ 2,700.00
				<b>SUBTOTAL</b>	<b>\$ 59,110.63</b>
<b>MISCELLANEOUS</b>					
<b>Street Lighting/Signs</b>					
X 1 As Built	1	Each	\$1,000.00	48.10%	\$ 480.99
X 2 Testing, Cleaning, Inspections	1	Lump Sum	\$2,500.00	48.10%	\$ 1,202.48
X 3 Street Sign	2	Each	\$360.00	48.10%	\$ 625.28
X 4 Traffic Sign	1	Each	\$850.00	48.10%	\$ 312.64
X 5 Subdivision Monument	2	Each	\$450.00	48.10%	\$ 432.69
				<b>SUBTOTAL</b>	<b>\$ 3,054.26</b>
<b>Erosion Control</b>					
X 1 Mobilization	1	Lump Sum	\$6,000.00	48.10%	\$ 2,404.83
X 2 Stabilized Construction Entrance	1	Each	\$2,800.00	48.10%	\$ 1,202.48
X 3 SWPPP Maintenance	1	Lump Sum	\$7,600.00	48.10%	\$ 3,607.39
				<b>SUBTOTAL</b>	<b>\$ 7,214.79</b>
<b>Landscaping</b>					
X 1 Public Landscaping (Park Stripe)	5,800	Square Feet	\$3.00	0.00%	\$ -
				<b>SUBTOTAL</b>	<b>\$ -</b>
					<b>ROADWAY IMPROVEMENTS = \$ 134,103.22</b>
					<b>DOMESTIC WATER SYSTEMS = \$ 95,168.84</b>
					<b>PRESSURIZED IRRIGATION WATER SYSTEM = \$ 39,801.52</b>
					<b>STORM DRAIN SYSTEM = \$ 88,260.92</b>
					<b>SANITARY SEWER SYSTEM = \$ 59,110.63</b>
					<b>MISCELLANEOUS = \$ 10,269.05</b>
					<b>AF UTAH, LLC. PORTION OF SITE IMPROVEMENT COSTS = \$ 428,711.58</b>

Costs outlined above exclude future improvements for sidewalk and park strip along AF Utah and Horan Family frontage since they are not being constructed at this time. Some item percentages have been adjusted for specific improvements applying to applicable owners (ie. 100% sidewalk applied to Kefton Apts).



250 S & 1000 W Pioneering Roadway Improvements - Horan Family Trust Portion

See other sheets for cost breakout per owner

ITEMIZED DESCRIPTION	QUANTITY	UNITS	UNIT COST	% COST	COST
Kelton Apartments Pro Rata Share (1,420' of roadway frontage) % of Frontage 50.00% Horan Family Trust Pro Rata Share (54' of roadway frontage) % of Frontage 1.90% AF Utah, LLC Pro Rata Share (1,366' of roadway frontage) % of Frontage 48.10%					
<b>ROADWAY IMPROVEMENTS</b>					
X 1 Site Earthworks (Cut/Fill Onsite)	120	Cubic Yards	\$ 4.75	1.90%	\$ 10.84
X 2 Site Earthworks (Cut/Fill Import)	2,519	Cubic Yards	\$ 25.00	1.90%	\$ 1,197.41
X 3 Stripping/Topsoil Removal (Estimated, Assume 6")	85,780	Square Feet	\$ 0.07	1.90%	\$ 87.55
X 4 24" Curb and Gutter	2,718	Linear Feet	\$ 18.50	1.90%	\$ 856.09
X 5 5 Foot Wide 6-inch Thick Concrete Sidewalk with 6" Base Course	1,270	Linear Feet	\$ 22.50	0.00%	\$ -
X 6 ADA Handicap Ramps	7	Each	\$ 1,450.00	0.00%	\$ -
X 7 Drive Approach with 4' Waterway (1000 W & 300 S)	1	Each	\$ 3,500.00	0.00%	\$ -
X 8 3" Asphalt Concrete	48,680	Square Feet	\$ 1.50	1.90%	\$ 1,331.37
X 9 12" Untreated Base Course Compacted to 90%	48,680	Square Feet	\$ 1.25	1.90%	\$ 1,109.47
X 10 Mirafi RB3800 Geotextile Fabric	48,680	Square Feet	\$ 0.45	1.90%	\$ 399.41
X 11 Stripping	1	Lump Sum	\$ 3,100.00	1.90%	\$ 58.94
X 12 Sawcut for TSSD Access (on 250 S)	1	Lump Sum	\$ 300.00	0.00%	\$ -
					<b>SUBTOTAL \$ 5,151.08</b>
<b>DOMESTIC WATER SYSTEMS</b>					
X 1 8" DR-18 C900 PVC Culinary Water Line	1,871	Linear Feet	\$ 35.00	1.90%	\$ 1,112.04
X 2 Imported Trench Backfill	330	Ton	\$ 28.50	1.90%	\$ 198.51
X 3 8" Fittings	13	Each	\$ 850.00	1.90%	\$ 160.87
X 4 8"x8" FL Cross	2	Each	\$ 850.00	1.90%	\$ 24.72
X 5 8" Gate Valve	11	Each	\$ 1,900.00	1.90%	\$ 397.39
X 6 8"x8" Tee	14	Each	\$ 800.00	1.90%	\$ 212.96
X 7 8" DR-18 C900 PVC Culinary Water Line	228	Linear Feet	\$ 30.00	1.90%	\$ 128.92
X 8 8" Gate Valve	13	Each	\$ 821.00	1.90%	\$ 202.94
X 9 8" Fittings	1	Each	\$ 500.00	1.90%	\$ 9.51
X 10 Connect to Existing Culinary Water Line	4	Each	\$ 3,200.00	1.90%	\$ 243.38
X 11 2" Culinary Water Meter and Vault and 2" line from Main to Meter	18	Each	\$ 7,500.00	0.00%	\$ -
X 12 3/4" Culinary Water Meter and 1" line from Main to Meter	2	Each	\$ 1,800.00	0.00%	\$ -
X 13 2" Temporary Blow off Assembly complete with 3/4" C-900 DR 18	4	Each	\$ 2,750.00	0.00%	\$ -
X 14 Fire Hydrant Assembly Complete	10	Each	\$ 4,500.00	1.90%	\$ 855.63
					<b>SUBTOTAL \$ 3,544.66</b>
<b>PRESSURIZED IRRIGATION WATER SYSTEM</b>					
X 1 8" DR-18 C900 Purple PVC Pipe	1,543	Linear Feet	\$ 38.00	1.90%	\$ 1,026.86
X 2 Imported Trench Backfill	300	Ton	\$ 28.50	1.90%	\$ 151.16
X 3 Connect to Existing Pressurized Irrigation Line	2	Each	\$ 1,200.00	1.90%	\$ 45.63
X 4 8"x8" FL Cross	1	Each	\$ 900.00	1.90%	\$ 17.11
X 5 8" Fittings	3	Each	\$ 800.00	1.90%	\$ 46.63
X 6 8" MJ Gate Valve	7	Each	\$ 1,800.00	1.90%	\$ 239.58
X 7 2" Temporary Blow off	4	Each	\$ 800.00	0.00%	\$ -
X 8 1" Pressurized Irrigation Water Meter and 1" line from Main to Meter	1	Each	\$ 1,750.00	0.00%	\$ -
					<b>SUBTOTAL \$ 1,525.88</b>
<b>STORM DRAIN SYSTEMS</b>					
X 1 15" RCP Storm drain	1,480	Linear Feet	\$ 45.00	1.90%	\$ 1,249.23
X 2 Imported Trench Backfill	1,000	Ton	\$ 28.50	1.90%	\$ 803.87
X 3 SD Combo Box	1	Each	\$ 3,500.00	1.90%	\$ 66.55
X 4 Double Curb Inlet	4	Each	\$ 4,200.00	1.90%	\$ 319.44
X 5 5' SD Manhole	10	Each	\$ 5,000.00	1.90%	\$ 950.70
X 6 SD Catch Basin	7	Each	\$ 3,000.00	1.90%	\$ 399.30
					<b>SUBTOTAL \$ 3,489.08</b>
<b>SANITARY SEWER SYSTEM</b>					
X 1 12" SDR-35 PVC Pipe	799	Linear Feet	\$ 40.00	1.90%	\$ 607.69
X 2 8" SDR-35 PVC Pipe	144	Linear Feet	\$ 35.00	1.90%	\$ 85.63
X 3 Imported Trench Backfill	2,120	Ton	\$ 25.50	1.90%	\$ 1,068.21
X 4 5' SS Manhole	3	Each	\$ 4,500.00	1.90%	\$ 258.69
X 5 4' SS Manhole	2	Each	\$ 3,800.00	1.90%	\$ 144.51
X 6 Connect to existing Sewer	2	Each	\$ 1,500.00	1.90%	\$ 57.04
X 7 Plug and Cap For Future Connection	3	Each	\$ 1,800.00	0.00%	\$ -
					<b>SUBTOTAL \$ 2,229.97</b>
<b>MISCELLANEOUS</b>					
<b>Street Lighting/Signs</b>					
X 1 As Bulbs	1	Each	\$ 11,000.00	1.90%	\$ 19.01
X 2 Testing, Cleaning, Inspections	1	Lump Sum	\$ 2,500.00	1.90%	\$ 47.54
X 3 Street Sign	2	Each	\$ 850.00	1.90%	\$ 24.72
X 4 Traffic Sign	1	Each	\$ 850.00	1.90%	\$ 12.36
X 5 Subdivision Monument	2	Each	\$ 450.00	1.90%	\$ 17.11
					<b>SUBTOTAL \$ 120.74</b>
<b>Erosion Control</b>					
X 1 Mobilization	1	Lump Sum	\$ 5,000.00	1.90%	\$ 95.07
X 2 Stabilized Construction Entrance	1	Each	\$ 2,500.00	1.90%	\$ 47.54
X 3 SWPPP/ Maintenance	1	Lump Sum	\$ 7,500.00	1.90%	\$ 142.61
					<b>SUBTOTAL \$ 285.21</b>
<b>Landscaping</b>					
X 1 Public Landscaping (Park Strips)	5,600	Square Feet	\$ 3.00	0.00%	\$ -
					<b>SUBTOTAL \$ -</b>
<b>ROADWAY IMPROVEMENTS = \$ 5,151.08</b> <b>DOMESTIC WATER SYSTEMS = \$ 3,544.66</b> <b>PRESSURIZED IRRIGATION WATER SYSTEM = \$ 1,525.88</b> <b>STORM DRAIN SYSTEM = \$ 3,489.08</b> <b>SANITARY SEWER SYSTEM = \$ 2,229.97</b> <b>MISCELLANEOUS = \$ 405.95</b> <b>HORAN FAMILY TRUST PORTION OF SITE IMPROVEMENT COSTS = \$ 16,346.72</b>					

Costs outlined above exclude future improvements for sidewalk and park strip along AF Utah and Horan Family frontage since they are not being constructed at this time. Some item percentages have been adjusted for specific improvements applying to applicable owners (ie. 100% sidewalk applied to Kelton Apts).

**Exhibit C**  
**Benefitted Properties**

**AF Utah LLC (et al)****13:041:0117**

Legal Description: COM E 17 CH & N 15.85 CH FR W 1/4 COR. SEC. 22, T5S, R1E, SLB&M.; E 10 CH; S 198.07 FT; S 1 DEG 17' 37" W 94.98 FT; N 89 DEG 42' 31" W 595.7 FT; ALONG A CURVE TO L (CHORD BEARS: S 80 DEG 53' 11" W 41.83 FT, RADIUS = 128 FT); ALONG A CURVE TO R (CHORD BEARS: S 76 DEG 10' 37" W 11.79 FT, RADIUS = 72 FT); ALONG A CURVE TO R (CHORD BEARS: N 85 DEG 27' 10" W 9.46 FT, RADIUS = 20 FT); N 298.68 FT TO BEG. AREA 4.416 AC.

**AF Utah LLC****13:041:0123**

Legal Description: COM N 1055.31 FT & E 1808.73 FT FR W 1/4 COR. SEC. 22, T5S, R1E, SLB&M.; S 89 DEG 21' 9" E 315.94 FT; S 1 DEG 17' 37" W 668.67 FT; S 88 DEG 27' 20" W 311.47 FT; N 0 DEG 17' 5" E 274.26 FT; N 1 DEG 17' 37" E 406.32 FT TO BEG. AREA 4.875 AC.

**AF Utah LLC****13:041:0124**

Legal Description: COM S 2287.63 FT & W 535.29 FT FR N 1/4 COR. SEC. 22, T5S, R1E, SLB&M.; S 1 DEG 17' 43" W 359.5 FT; W 328.08 FT; N 0 DEG 18' 11" W 24.25 FT; N 0 DEG 17' 5" E 326.14 FT; N 88 DEG 27' 20" E 334.84 FT TO BEG. AREA 2.699 AC. ALSO COM N 89 DEG 53' 31" W 520.34 FT & S 1620.76 FT FR N 1/4 COR. SEC. 22, T5S, R1E, SLB&M.; S 1 DEG 17' 43" W 667.8 FT; S 88 DEG 27' 20" W 22.04 FT; N 1 DEG 17' 37" E 668.65 FT; S 89 DEG 21' 9" E 22.03 FT TO BEG. AREA 0.338 AC. TOTAL AREA 3.036 AC.

**Design Build Contractors Inc****13:040:0161**

Legal Description: COM N 22.77 FT & E 1796.71 FT FR W 1/4 COR. SEC. 22, T5S, R1E, SLB&M.; E 327.91 FT; S 0 DEG 57' 13" W 72.13 FT; N 89 DEG 23' 33" W 5.65 FT; N 1 DEG 17' 45" E 57 FT; W 322.27 FT; N 0 DEG 18' 10" W 15.08 FT TO BEG. AREA 0.120 AC.

**Design Build Contractors Inc****13:040:0160**

Legal Description: COM S 30.85 FT & E 1796.91 FT FR W 1/4 COR. SEC. 22, T5S, R1E, SLB&M.; N 0 DEG 46' 17" E 4.85 FT; N 0 DEG 18' 11" W 33.7 FT; E 322.27 FT; S 1 DEG 17' 45" W 57 FT; N 89 DEG 23' 35" W 306.05 FT; ALONG A CURVE TO R (CHORD BEARS: N 44 DEG 18' 41" W 21.24 FT, RADIUS = 15 FT) TO BEG. AREA 0.407 AC.

**MWIC Parkway UT LLC  
Lot 1, Kelton Apartments Phase 1 Plat**

**MWIC Parkway UT LLC  
Lot 2, Kelton Apartments Phase 1 Plat**

**MWIC Parkway UT LLC  
Lot 3, Kelton Apartments Phase 1 Plat**

**MWIC Parkway UT LLC  
Lot 4, Kelton Apartments Phase 1 Plat**

**MWIC Parkway UT LLC  
Lot 5, Kelton Apartments Phase 1 Plat**

**MWIC Parkway UT LLC  
Lot 12, Kelton Apartments Phase 1 Plat**

**MWIC Parkway UT LLC  
Lot 13, Kelton Apartments Phase 1 Plat**

**MWIC Parkway UT LLC  
Lot 14, Kelton Apartments Phase 1 Plat**

**MWIC Parkway UT LLC  
Lot 15, Kelton Apartments Phase 1 Plat**

JT