

E 2338076 B 4460 P 818-842
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/31/2008 02:44 PM
FEE \$0.00 Pgs: 25
DEP RT REC'D FOR CENTERVILLE CITY

WHEN RECORDED, RETURN TO:

Centerville City
Attn: City Manager
250 North Main Street
Centerville, Utah 84014

SE 12 TAN-R1W

Parcel Number(s): 06-008-0027; 06-008-0038; 06-008-0057; 06-008-0058; 06-008-0087

STORM DRAIN IMPROVEMENTS AGREEMENT

THIS STORM DRAIN IMPROVEMENTS AGREEMENT ("Agreement") is made and entered into this *29th* day of January, 2008, by and between **CENTERVILLE CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **PARRISH LAND HOLDINGS, LLC**, a Utah limited liability company, hereinafter referred to as "Developer."

RECITALS:

WHEREAS, Developer owns approximately 29 acres of property located at the southeast corner of Parrish Lane and 1250 West, in Centerville, Davis County, Utah, more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property;" and

WHEREAS, Developer desires to re-route existing surface and storm water drainage through the installation of new storm drainage ditch and pipe improvements; and

WHEREAS, Developer is willing to install such improvements in accordance with the terms and conditions of this Agreement, including the installation of upsized facilities in accordance with the City's Master Storm Drainage Plan, as more particularly provided herein; and

WHEREAS, the City is willing to permit the installation of such improvements and connection of the same to the City's Storm Drain System and to provide Developer a credit for storm drain impact fees as more particularly provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

Section 1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

Section 2. Design of Improvements. The City has caused to be designed the storm drain improvements and facilities as more particularly set forth in the Construction Drawings attached hereto and incorporated herein as **Exhibit "B"** (the "Storm Drain Improvements"). Further engineering design, field review and testing services shall be required for the Storm Drain Improvements. The total estimated costs for the design, field review and testing services for the Storm Drain Improvements anticipated to be incurred by the City Engineer and/or under the City Engineer's direction is \$10,500. The City agrees to pay for the first \$5,000 of the engineering design, field review and testing services costs for the Storm Drain Improvements incurred by the City Engineer or at the City Engineer's direction. Developer shall reimburse the City for the next \$5,000 of the engineering design, field review and testing services costs for the Storm Drain Improvements incurred by the City Engineer or at the City Engineer's direction. Any engineering design, field review and testing services costs for the Storm Drain Improvements incurred by the City Engineer or at the City Engineer's direction in excess of \$10,000 shall be split on a 50/50 basis by the parties, up to a total maximum cost of \$12,000.

Section 3. Construction of Improvements. Except as otherwise expressly provided herein, Developer shall construct and install the Storm Drain Improvements at Developer's sole cost and expense. The Storm Drain Improvements shall be installed in accordance with the City's Master Storm Drainage Plan, applicable City ordinances, rules, regulations and standards, and approved Construction Drawings. Except as expressly provided herein, Developer shall obtain all necessary permits and pay any associated fees in accordance with City Ordinances prior to construction of the Storm Drain Improvements. Developer shall obtain and comply with all terms and conditions of the City's Excavation Permit Ordinance regarding construction and installation of improvements within a public right-of-way, including, but not limited to, all bonding and insurance requirements. The City hereby agrees to waive the Excavation Permit fee. Developer shall also be required to install and pay for construction staking for the Storm Drain Improvements.

Section 4. Upsized Facilities and Impact Fee Credit. Developer agrees to install the Storm Drain Improvements in accordance with the City's Master Storm Drainage Plan, including the upsizing of such facilities from a 15" minimum diameter pipe size to a 36" diameter pipe size. In accordance with Section 15-8-107 of the Centerville Municipal Code, the City hereby finds that the Storm Drain Improvements as described herein are identified in the City's Capital Facilities Plan for storm drain improvements and that the upsizing of such facilities and the dedication of easements by the Developer provides a service to the community at large justifying an impact fee credit in accordance with City Ordinances. Specifically, the City hereby

determines that the installment of the Storm Drain Improvements fulfills Project No. 07-18 in Drainage Area 21, as more particularly shown in the City's Storm Drainage Master Plan and referred to therein as the "Syro Steel North Property Line" improvements, attached hereto as **Exhibit "C,"** and incorporated herein by this reference. The City agrees to provide Developer a storm drain impact fee credit in the amount of \$35 per lineal foot for every foot of 36" diameter pipe installed by Developer rather than the minimum required 15" diameter pipe as more particularly set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference. This storm drain impact fee credit shall be provided to Developer at the time the fee is charged in connection with the development of the Property or any portion thereof; provided, the Property is developed and the storm drain impact fee charged within 12 years from the date of this Agreement. In the event the Property is not developed and the impact fee is not charged within 12 years from the date of this Agreement, the storm drain impact fee credit shall be null and void. The storm drain impact fees due and owing for development of the Property shall be those impact fees in place at the time of development in accordance with applicable City Ordinances. This Agreement merely provides a credit against such future storm drain impact fees as provided herein. All other impact fees due and owing for development of the Property shall be paid to the City in accordance with applicable City Ordinances in place at the time of development. Nothing herein is intended to prevent Developer from applying for future impact fee credits in accordance with and subject to applicable City Ordinances in place at the time.

Section 5. Easements. It is expressly acknowledged by the parties that a portion of the Storm Drain Improvements will be located within existing public rights-of-way and that a portion of such improvements will be located on the Property. Developer shall provide the City with storm drainage easements in recordable form acceptable to the City and a perpetual right of access to inspect any portions of the Storm Drain Improvements for all portions of the Storm Drain Improvements located outside of existing public rights-of-way. Such easements and rights-of-access shall be a minimum of 20' in width for areas containing underground pipe facilities and 30' in width for areas containing open ditch facilities in accordance with City Ordinances. Developer shall, at its sole cost and expense, provide the City with the legal descriptions for the easements and a current title report for all affected parcels. The City agrees to prepare or cause to be prepared, at its sole cost and expense, the required easements for execution by Developer. Developer shall provide the City with executed easements in recordable form acceptable to the City prior to issuance of an Excavation Permit for installation of the Storm Drain Improvements. If the City approves the realignment of any of the Storm Drain Improvements located on the Property in connection with the future development of the Property, Developer shall be required to pay for the cost of such realignment and new facilities and to provide new easements and rights-of-access for the same at Developer's sole cost and expense. Such new easements and rights-of-access shall comply with City Ordinances in place at the time and shall be in recordable form acceptable to the City. In the event the City approves the realignment of improvements as provided herein, and accepts easements therefore, the City agrees to vacate the old easements if the City determines that such easements are not needed for existing or future storm drain facilities or improvements. The City further agrees to work with the Developer in good faith to reduce and/or vacate the size of the required easement area from

30' to 20' for any portion of the Storm Drain Improvements that are converted from ditch to piped improvements. Nothing in this Section is intended to prevent Developer from applying for future impact fee credits in connection with any realignment or future facilities in accordance with and subject to applicable City Ordinances in place at the time.

Section 6. Inspection and Dedication of Improvements. The City is authorized to inspect all phases of construction and installation of the Storm Drain Improvements. Upon completion of the Storm Drain Improvements, Developer shall notify the City and request final inspection of the same. Upon final inspection and acceptance of the Storm Drain Improvements by the City, the Storm Drain Improvements shall be deemed dedicated to the City. The Storm Drain Improvements dedicated to the City shall be maintained by the City, subject to the warranty protection period as more particularly provided in Section 7.

Section 7. Warranty of Improvements. Developer shall be required to warrant the Storm Drain Improvements for a warranty period of two (2) years. The warranty period shall commence upon the date that the Storm Drain Improvements have been inspected and accepted by the City. If any deficiencies or problems with the Storm Drain Improvements are found by the City during the warranty period in materials or workmanship, the Developer shall promptly repair, resolve and remedy any such defects, deficiencies, or problems upon notice of the same by the City. All repairs, resolutions and remedies shall require reinspection by the City Engineer. At the end of the warranty period, Developer shall request final warranty period inspection of the Storm Drain Improvements by the City. If the City Engineer verifies that the Storm Drain Improvements are acceptable, the City Engineer shall notify the City Manager of the same. The City Manager shall thereafter notify the City Council for release of the security posted by the Developer as more particularly provided in Section 8. Security for the warranty provided herein shall not be released until and unless the Storm Drain Improvements are deemed acceptable to the City.

Section 8. Security for Warranty. Typically, developers are required to enter into a Bond Agreement with the City providing security to insure completion of all public improvements and to provide security for the warranty period. Generally, the City requires security equal to ten percent (10%) of the estimated cost of the improvements during the warranty period and immediate access to such bond proceeds in the event of default during the warranty period. In lieu of requiring a bond to secure performance during the warranty period, the City agrees to use Developer's anticipated storm drain impact fee credit as security for performance during the warranty period. Developer is required to perform all warranty obligations as set forth in Section 7. In the event Developer fails to perform such warranty obligations, the City has the right to repair, resolve and/or remedy any deficiencies or defects in the Storm Drain Improvements and to deduct the cost of such repair, resolution and/or remedy from Developer's storm drain impact fee credit provided herein, including, but not limited to, all engineering, legal, labor and material costs, incurred by the City, plus fifteen percent (15%) of the actual costs incurred by the City, which shall be assessed as payment for the City's overhead and costs expended by the City's administration in remedying Developer's default. Developer

shall be required to reimburse the City for any deficiencies in the storm drain impact fee credit amount to pay for costs incurred by the City. In the event Developer develops the property prior to the expiration of the two (2) year warranty period, Developer may provide a bond acceptable to the City, instead of the storm drain impact fee credit provided herein, to secure Developer's warranty period obligations at that time.

Section 9. Future Piping Required. The parties expressly acknowledge that the Storm Drain Improvements include the construction of a temporary storm drain ditch within an existing, but unimproved, public right-of-way. Typically, all public storm drain improvements within public rights-of-way are required to be piped. Based upon the location of the proposed improvements, the unimproved nature of the subject properties, the unimproved status of the right-of-way, the proximity to Developer's property, and the likelihood of further development in the near future, the City is willing to permit and accept a temporary storm drain ditch to be located within the public right-of-way rather than piped improvements, subject to the terms and conditions set forth herein ensuring future piping of such improvements by the Developer or other applicable private party. Developer shall be required to pipe the ditch portion of the Storm Drain Improvements within the public right-of-way if and when Developer is required to improve such public right-of-way in connection with development of Developer's property. In the event improvements to the public right-of-way are required due to development of property other than Developer's property, such improvements, including piping of the storm drain facilities within the public right-of-way, shall be installed and paid for by the responsible party or parties. Developer shall also be required to pipe such ditch portion of the Storm Water Improvements if such improvements are deemed necessary by the City upon a showing of good cause based upon safety hazards or other deficiency in the system improvements. Any such future piping of public improvements shall comply with all applicable City Ordinances, regulations, rules and standards.

Section 10. Connection to City's Storm Drain System. Upon inspection, approval and acceptance of the Storm Drain Improvements by the City, and full compliance with all terms and conditions of this Agreement by Developer, the City agrees to receive and accept storm and surface water drainage from the Property into the City's Storm Drain System. Developer shall utilize on-site best management practices affecting storm water quality for any and all water drainage from the Property into the City's Storm Drain System.

Section 11. 1250 West Crossing Improvements. If and when the Developer constructs and installs the Storm Drain Improvements, the existing City storm drainage facilities for the 1250 West crossing will need to be upgraded, including, but not limited to, regrading and upsizing of the facilities. The City agrees to pay for the necessary improvements to the 1250 West storm drainage facilities. The City may, in its sole discretion, authorize Developer to install the 1250 West storm drainage facilities for the City in conjunction with installment of Developer's facilities or solicit bids for the same to be installed by other contractors. The City shall not be obligated to install or cause to be installed such improvements until and unless Developer has installed and completed the Storm Drain Improvements required herein.

Section 12. Administrative Fee. The parties agree to split the legal costs incurred by the City in the drafting and negotiating of this Agreement.

Section 13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Provisions of this Agreement shall run with the land and shall be binding upon all owners of the Property or portions thereof. This Agreement shall be recorded with the Davis County Recorder's Office. Recording fees shall be paid by the Developer.

Section 14. Entire Agreement. This Agreement, together with the Exhibits incorporated herein by reference, constitutes the final expression of the parties' agreement regarding the matters discussed herein and is a complete and exclusive statement of the terms of that agreement. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

Section 15. No Fiduciary Relationship Created. Nothing contained in this Agreement shall be construed to create any partnership, joint venture, or fiduciary relationship between the parties.

Section 16. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Property Owner:

Parrish Land Holdings, LLC
P.O. Box 1918
Park City, Utah 84060

To the City:

Centerville City
Attn: City Recorder
250 North Main Street
Centerville, Utah 84014

Any party may change its address for notice by giving written notice to the other party in accordance with the provisions of this Section.

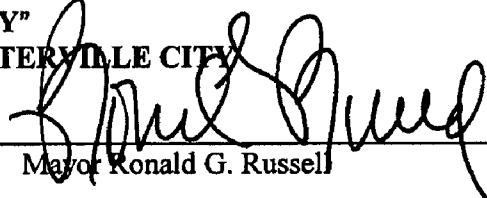
Section 17. Attorneys' Fees. The parties each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including reasonable attorneys' fees which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and reasonable attorneys' fees.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any development of the Property shall be processed, applied for and conducted in accordance with applicable City Ordinances, rules and regulations in place at the time of application and/or development and shall be subject to the payment of all application, impact and other relevant fees in place at such time.

Section 19. Severability. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

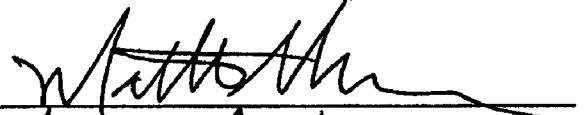
IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

"CITY"
CENTERVILLE CITY
By: 
Mayor Ronald G. Russell

ATTEST:


Marilyn Holje, City Recorder

, Deputy Recorder

"DEVELOPER"
PARRISH LAND HOLDINGS, LLC
By: 
Its: Managing Member

CITY ACKNOWLEDGMENT

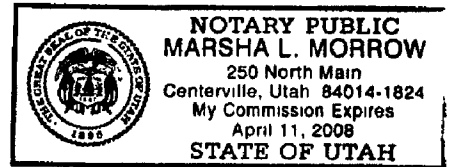
STATE OF UTAH)
)
 :ss.
)
COUNTY OF DAVIS)

On the 25th day of January, 2008, personally appeared before me **RONALD G. RUSSELL**, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Ronald G. Russell acknowledged to me that the City executed the same.

Marsha L Morrow
Notary Public

My Commission Expires:
4-11-08

Residing at:
Centerville

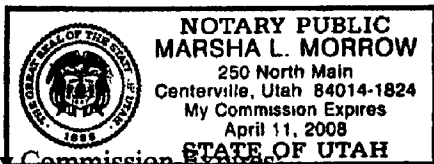


DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
 :ss.
)
COUNTY OF Davis)

On the 29th day of January, 2008, personally appeared before me Matt Green who being by me duly sworn did say that (s)he is the managing member of **PARRISH LAND HOLDINGS, LLC**, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Marsha L Morrow
Notary Public



My Commission Expires:
4-11-08

Residing at:
Centerville

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Parcel Vesting Information

01/01/1979 to Present BK 4460 PG 827

Serial Number: 06-008-0027

Mailing Address: PO BOX 1918

PARK CITY, UT 84060-0000

Location

Location: 2 N 1 W 12 SE

Vested Owners

PARRISH LAND HOLDINGS LLC

Vesting Documents

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2238224	01/23/2007 14:30	WARRANTY DEED	Grantee PARRISH LAND HOLDINGS LLC	01/19/2007	\$33.00

Tax District

08 CENTERVILLE ABJW

Legal Description

BEG AT A PT ON THE N LN OF THE UDOT PPTY, SD PT BEING N 0°05'33" W 1559.48 FT ALG THE SEC LN & N 89°56'12" W 998.76 FT FR THE SE COR OF SEC 12-T2N-R1W, SLM, & RUN TH N 89°56'12" W 357.72 FT TO THE E LN OF 1250 WEST STR; TH N 0°03'06" E 837.96 FT ALG SD LN TO THE S LN OF THE UDOT PPTY; TH S 86°08'42" E 359.04 FT ALG SD LN; TH S 0°05'18" W 814.22 FT TO THE POB. CONT. 6.24 ACRES.

Parcel Vesting Information

01/01/1981 to Present

BK 4460 PG 828

Serial Number: 06-008-0038

Mailing Address: PO BOX 1918

PARK CITY, UT 84060-0000

Location

Location: 2 N 1 W 12 SE

SE

Vested Owners

PARRISH LAND HOLDINGS LLC

Vesting Documents

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2237342	01/19/2007 13:51	WARRANTY DEED	Grantee PARRISH LAND HOLDINGS LLC	01/18/2007	\$19.00

Tax District

08 CENTERVILLE ABJW

Legal Description

BEG 36.545 CHAINS E, 14.49 CHAINS N FR SW COR OF SE 1/4 OF SEC 12-T2N-R1W, SLM; N 7.9 CHAINS, E 1.515 CHAINS, S 7.90 CHAINS, W 1.515 CHAINS TO BEG. CONT. 1.19 ACRES.

Parcel Vesting Information

01/01/1986 to Present

BK 4460 PG 829

Serial Number: 06-008-0057

Mailing Address: PO BOX 1918

PARK CITY, UT 84060-0000

Location

Location: 2 N 1 W 12 SE

SE

Vested Owners

PARRISH LAND HOLDINGS LLC

Vesting Documents

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2237342	01/19/2007 13:51	WARRANTY DEED	Grantee PARRISH LAND HOLDINGS LLC	01/18/2007	\$19.00

Tax District

08 CENTERVILLE ABJW

Legal Description

BEG AT A PT 22.39 CHAINS N & 1.79 CHAINS W FR SE COR OF SEC 12-T2N-R1W, SLM: & RUN TH W 454.08 FT, M/L, TO SE COR OF A PARCEL OF LAND CONV TO ST ROAD COMM. IN 418-502; TH N 80 FT; TH W 454.08 FT; TH N 803.92 FT M/L, TO A PT 48 FT S OF FORMER LN OF PARRISH LANE; TH S 86°04' E 555.91 FT M/L ALG S LN OF A HWY R/W; TH S 89°48' E 353.56 FT, M/L, TO A PT DUE N OF POB; & A PT 130 FT PERP DIST S'LY FR CENTER LN OF SD PARRISH LANE; TH S 845.92 FT M/L TO POB. EXCEPT THE WEST 454.08 FT. CONT. 8.43 ACRES.

Parcel Vesting Information

01/01/1986 to Present BK 4460 PG 830

Serial Number: 06-008-0058

Mailing Address: PO BOX 1918
PARK CITY, UT 84060-0000

Location

Location: 2 N 1 W 12 SE

SE

Vested Owners

PARRISH LAND HOLDINGS LLC

Vesting Documents

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2237342	01/19/2007 13:51	WARRANTY DEED	Grantee PARRISH LAND HOLDINGS LLC	01/18/2007	\$19.00

Tax District

08 CENTERVILLE ABJW

Legal Description

BEG AT A PT 22.39 CHAINS N & 1.79 CHAINS W & W 454.08 FT, M/L TO THE SE COR OF PARCEL OF LAND CONVEYED TO THE STATE ROAD COMM OF UTAH BY 418-502; & N 80.0 FT (TO THE NE COR OF SD TRACT OF LAND) FR THE SE COR OF SEC 12-T2N-R1W, SLM; & RUN TH W 454.08 FT; TH N 803.92 FT M/L TO A PT 48.0 FT S OF THE FORMER LN OF PARRISH LANE; TH S 86°04' E 455.15 FT M/L ALG THE S LN OF A HWY R/W; TH S 772.70 FT M/L TO THE POB. CONT. 8.217 ACRES. M/L

Parcel Vesting Information

08/04/1997 to Present BK 4460 PG 831

Serial Number: 06-008-0087

Mailing Address: (FOWLER, ANN) / PO BOX 1918
PARK CITY, UT 84060-0000**Location**

Location: 2 N 1 W 12 SE

Vested Owners(FOWLER, ANN)
PARRISH LAND HOLDINGS LLC**Vesting Documents**

Entry Number	Recorded Date & Time	KOI	Party	Execution Date	Fee
2237342	01/19/2007 13:51	WARRANTY DEED	Grantee PARRISH LAND HOLDINGS LLC	01/18/2007	\$19.00

Tax District

08 CENTERVILLE ABJW

Legal Description

BEG 17.84 CHAINS E & 14.49 CHAINS N & 1235.18 FT E FR SW COR OF SE 1/4 OF SEC 12-T2N-R1W, SLM, SD PT BEING ON THE OLD W LN OF CENTERVILLE TOWN; TH N 7.90 CHAINS ALG SD W LN; TH W 325.97 FT M/L; TH S 0°03'50" W 52.642 FT M/L; TH S 36°27'30" W 210.3 FT M/L; TH S 53°32'30" E 73.18 FT; TH S 0°03'50" W 253.3 FT; TH S 89°24'31" W 130 FT M/L; TH S 12.09 FT M/L TO A PT W OF BEG; TH E 519.55 FT TO POB. CONT. 4.65 ACRES. LESS & EXCEPTING: BEG AT A PT WH IS N 637.54 FT & W 116.46 FT TO AN EXISTING 5/8" REBAR & N 0°08'30" E 318.80 FT TO AN EXISTING 5/8" REBAR & W 397.61 FT FR THE SE COR OF SEC 12-T2N-R1W, SLM; (THE SEC LINE BEARS N 0°05'33" W FR SD SEC COR) & RUN TH N 89°56'12" W 100.00 FT TO AN EXISTING REBAR; TH N 0°03'50" E 266.07 FT TO AN EXISTING REBAR; TH N 53°32'30" W 73.18 FT TO AN EXISTING REBAR; TH E 158.90 FT; TH S 0°03'50" W 309.55 FT TO THE POB. CONT. 0.74 ACRES TOTAL ACREAGE 3.91 ACRES

EXHIBIT "B"

**STORM DRAIN IMPROVEMENTS
CONSTRUCTION DRAWINGS**

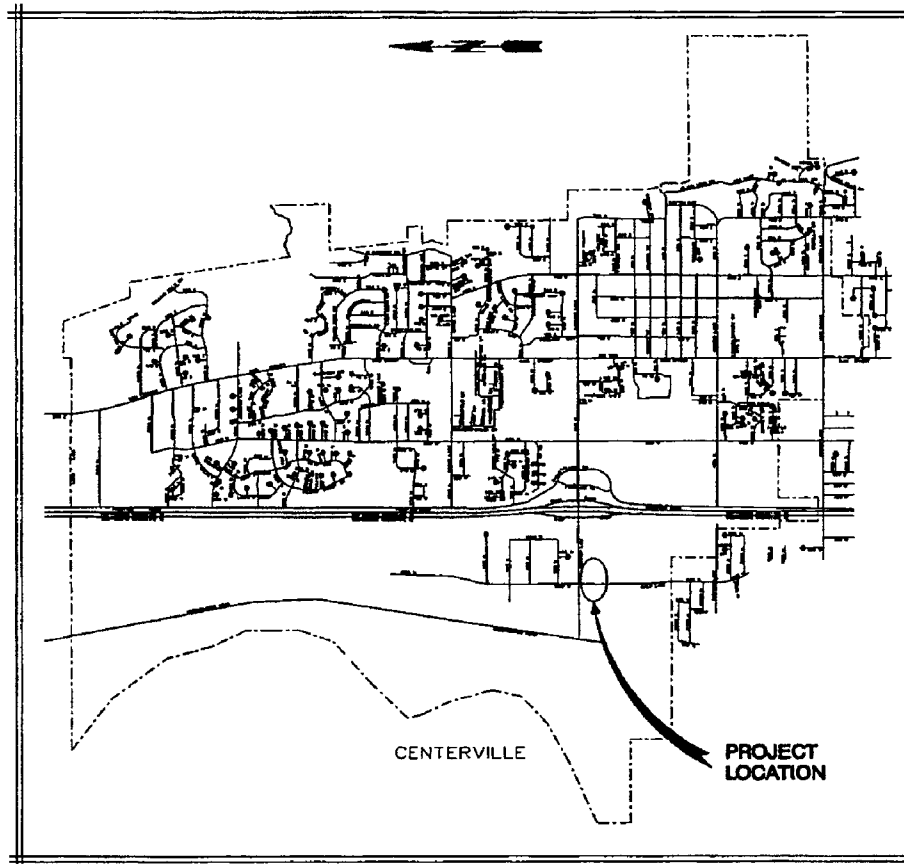
CENTERVILLE CITY PUBLIC WORKS DEPARTMENT NEW 36" RCP STORM DRAIN 1250 W / 200 N

GENERAL NOTES

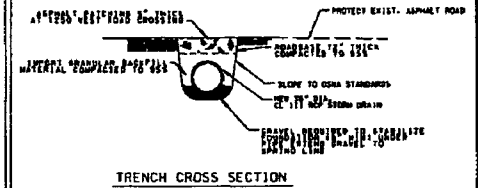
1. EXISTING UTILITY LOCATIONS SHOWN MAY NOT BE EXACT AND ALL UTILITIES MAY NOT BE SHOWN. CONTACT BLUE STAINS & THE LOCAL UTILITIES COMPANY PRIOR TO INSTALLATION.
2. CENTERVILLE CITY STANDARDS AND SPECIFICATIONS SHALL BE FOLLOWED. THE CONTRACTOR IS REMINDED TO CONTACT THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION (253-1752).
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS.
4. THE CONTRACTOR SHALL HAVE ON SITE AT ALL TIMES AT LEAST ONE COPY OF THE ISSUED APPROVED PLANS & SPECIFICATIONS, AS WELL AS ALL PERMITS AS REQUIRED TO PERFORM THE WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A TRAFFIC CONTROL PLAN & PROVIDING ALL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED FOR CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING CITY STREETS FREE & CLEAR OF ALL CONSTRUCTION DEBRIS & DIRT TRACKED FROM SITE.
7. UTILITY TRENCHES ARE TO BE SHIELDED OR BRACED & COVERED AS PER STATE & FEDERAL REQUIREMENTS FOR SAFETY & PROTECTION OF WORKERS & OTHER UTILITIES.
8. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE & COOPERATE WITH ALL UTILITY COMPANIES WITH REGARD TO RELOCATION OF MANHOLES OF EXISTING UTILITIES DURING CONSTRUCTION TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY MANNER & WITHOUT DISRUPTION OF SERVICE.
9. THE CONTRACTOR IS RESPONSIBLE FOR ALL PROJECT SAFETY, INCLUDING BUT NOT LIMITED TO: TRENCH EXCAVATION & SHIELDING, TRAFFIC CONTROL, & SECURITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING "AS-BUILT" INFORMATION & SUBMITTING THEM TO THE ENGINEER PRIOR TO FINAL PAYMENT.

DEMOLITION & EROSION CONTROL NOTES

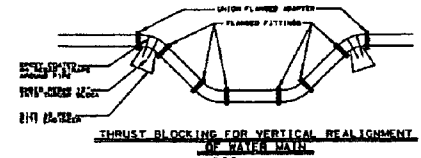
1. EROSION CONTROL MEASURES AND DEVICES SHALL BE SUPPLIED BY THE CONTRACTOR TO PREVENT EROSION OF SITES AND SHALL REMAIN IN PLACE UNTIL THE SITE HAS FULLY REVERTED TO UNDISTURBED EROSION.
2. ALL TEMPORARY STRUCTURES USED DURING CONSTRUCTION SHALL BE STABILIZED WITH A CONCRETE TYPICALLY 12" DEEP WITH 1" AND SPACINGS SHALL BE NEARBY TO PREVENT TRACKING OF MUD ONTO CITY STREETS AND SILEY RESOURCES INTO STORM DRAIN SYSTEMS.
3. THE CONTRACTOR SHALL PROVIDE WATER AS NEEDED FOR BEST CONTROL.
4. EROSION CONTROL PROTECTION DEVICES ARE TO BE INSPECTED AT LEAST ONCE PER WEEK AND REPAIR 24 HRS OF A MAJOR RAIN. 1/2" OF RAIN OR MORE PER WEEK.
5. DAMAGED EROSION CONTROL MEASURES ARE TO BE REPLACED IMMEDIATELY.
6. PUBLIC STREETS ARE TO BE KEPT AS NEEDED TO KEEP CLEAN AND FREE FROM WEARS.
7. USE SILEY FENCES AROUND ALL INLET BODIES UNTIL PROJECT IS PAID.
8. CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THE CONTROLLED CONSTRUCTION ENTRANCES.
9. SILEY RESTRICTION TRENCH SHALL BE INSTALLED AND MAINTAINED AS NEEDED & REPAIRED. SILEY RESTRICTION TRENCH SHALL BE INSTALLED AND MAINTAINED AS NEEDED & REPAIRED. SILEY RESTRICTION TRENCH SHALL BE INSTALLED AND MAINTAINED AS NEEDED & REPAIRED.



VICINITY MAP



TRENCH CROSS SECTION



PROJECT DRAWINGS INDEX			
NO.	DATE	DESCRIPTION	DESCRIPTION
1	07-2017	TITLE SHEET & VICINITY MAP	
2	07-2017	PLAN AND PROFILE	
3	07-2017	PLAN AND PROFILE	
4	07-2017	PLAN AND PROFILE	
5	07-2017	CROSS SECTIONS	

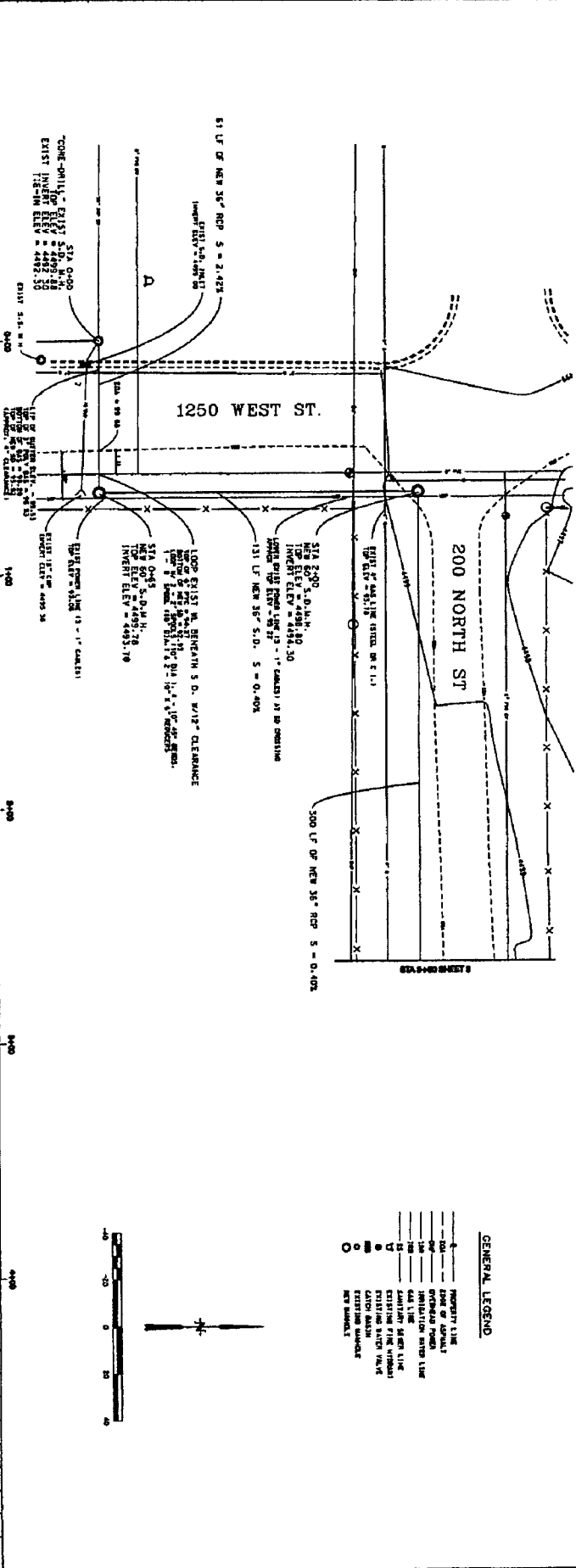
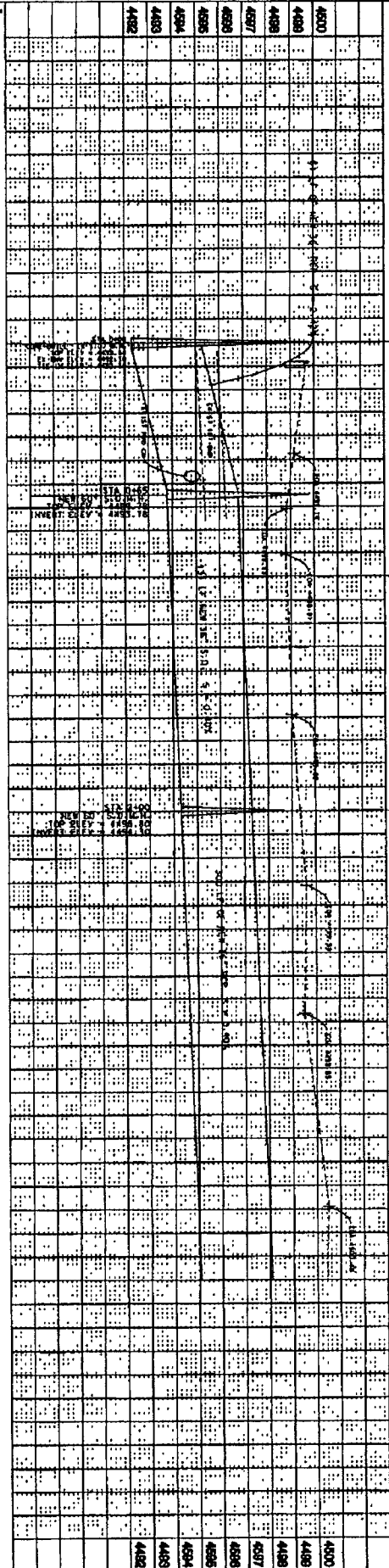
ESI ENGINEERING			
NO.	DATE	DESCRIPTION	DESCRIPTION
1	07-2017	DESIGN	DESIGN
2	07-2017	CHECK	CHECK
3	07-2017	DESIGN	DESIGN
4	07-2017	CHECK	CHECK

APPROVAL	
NO.	DATE

NO.	DATE	DESCRIPTION

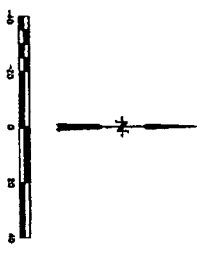
BK 4460 PG 833

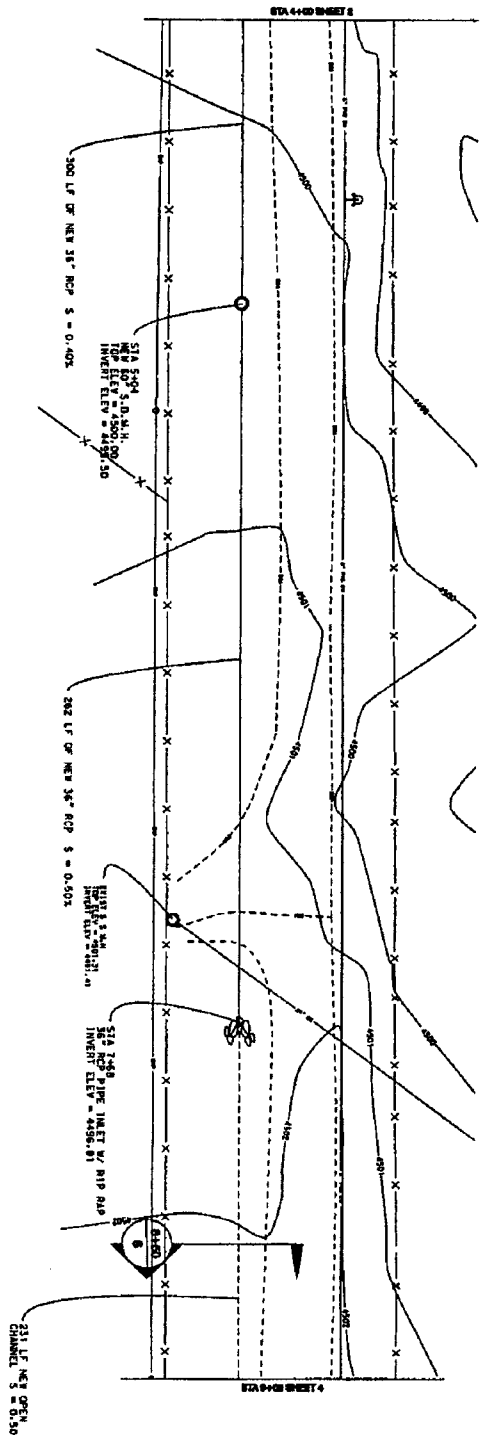
REVISION	DATE	BY	DESCRIPTION	SHEET	
				NO.	TOTAL
1					
PLAN AND PROFILE CENTERVILLE CITY NEW 36" RCP STORM DRAIN 1250 W. / 200 N.				ES CONSULTING ENGINEERS AND LAND SERVICES 3500 SOUTH MAIN STREET, SUITE 200 SALT LAKE CITY, UTAH 84115 TEL: (801) 253-1172	
				SHEET OF PROJECT NO.	TOTAL SHEETS



GENERAL LEGEND

- PROPERTY LINE
- SIDE OF ADJACENT
- OVERHEAD POWER
- UTILITIES
- EXISTING SIDEWALK
- EXISTING DRIVE LINE
- EXISTING FIRE HYDRANT
- EXISTING SIDEWALK VALVE
- EXISTING MANHOLE
- NEW MANHOLE





GENERAL LEGEND

—	PROPERTY LINE
—	LINE OF ADJACENT
—	EXISTING CENTER LINE
—	NEW CENTER LINE
—	EXISTING PIPE LINE
—	NEW PIPE LINE
○	EXISTING MANHOLE
○	NEW MANHOLE

STATION	ELEVATION	PIPE INVERT ELEVATION	REMARKS
4480	450.0	448.0	36" RCP
4485	449.5	447.5	36" RCP
4490	449.0	447.0	36" RCP
4495	448.5	446.5	36" RCP
4500	448.0	446.0	36" RCP
4505	447.5	445.5	36" RCP
4510	447.0	445.0	36" RCP
4515	446.5	444.5	36" RCP
4520	446.0	444.0	36" RCP
4525	445.5	443.5	36" RCP
4530	445.0	443.0	36" RCP
4535	444.5	442.5	36" RCP
4540	444.0	442.0	36" RCP
4545	443.5	441.5	36" RCP
4550	443.0	441.0	36" RCP
4555	442.5	440.5	36" RCP
4560	442.0	440.0	36" RCP
4565	441.5	439.5	36" RCP
4570	441.0	439.0	36" RCP
4575	440.5	438.5	36" RCP
4580	440.0	438.0	36" RCP
4585	439.5	437.5	36" RCP
4590	439.0	437.0	36" RCP
4595	438.5	436.5	36" RCP
4600	438.0	436.0	36" RCP


REVISION	DATE	BY	DESCRIPTION

SHEET NO.	DATE	BY	DESCRIPTION

PLAN AND PROFILE

NEW 36" RCP STORM DRAIN
1250 W. / 200 N.

CENTERVILLE CITY



ESI ENGINEERING

ENGINEERS AND LAND SURVEYORS
2505 2ND ST. W. SUITE 200
CENTERVILLE, OHIO 45755
TEL: 614-891-1232


SHEET NO. _____ OF _____
PROJECT NO. _____ DATE _____

REVISION	DATE	BY	DESCRIPTION	SHEET	NO.

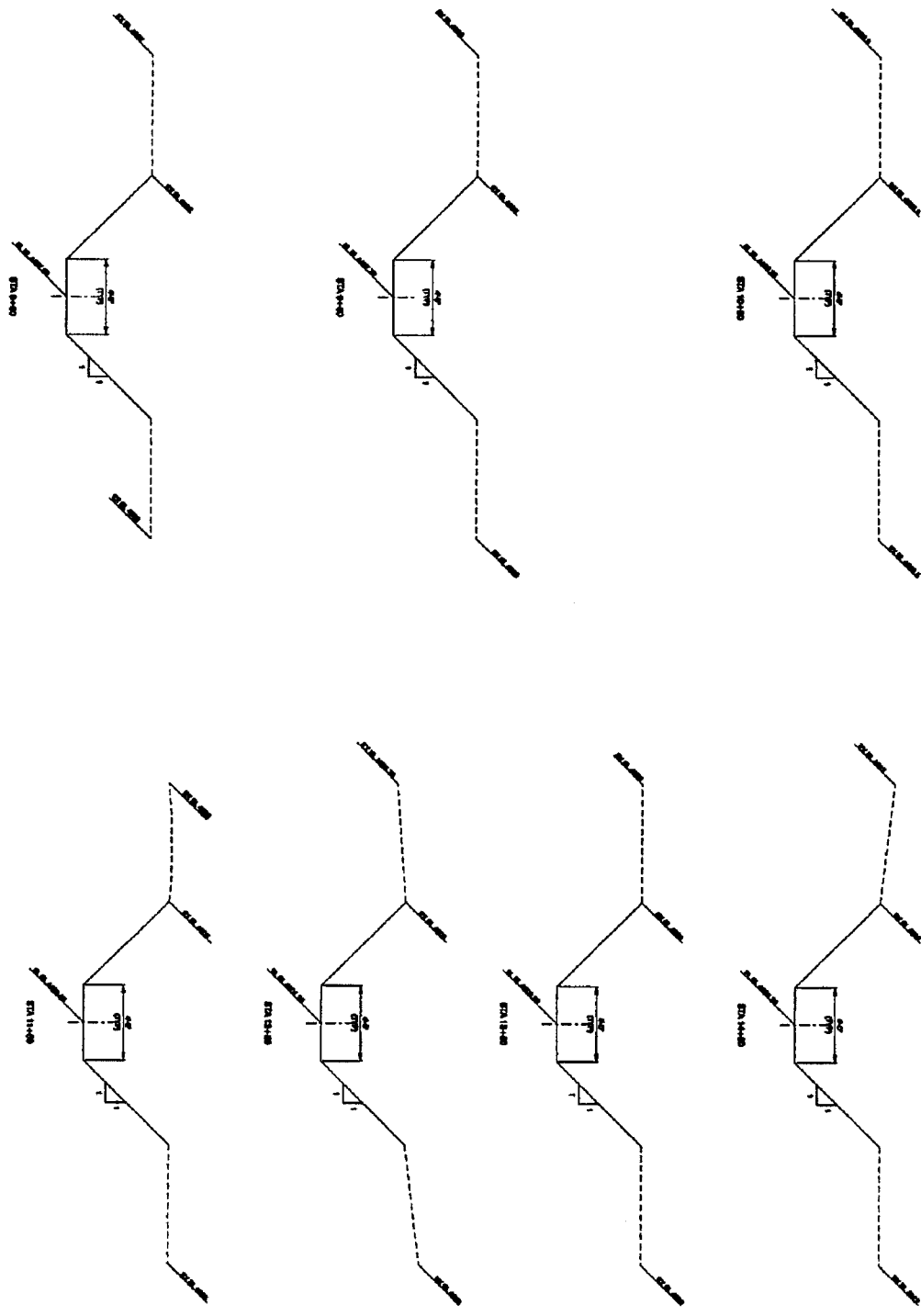
DATE	BY	DESCRIPTION

CROSS SECTIONS

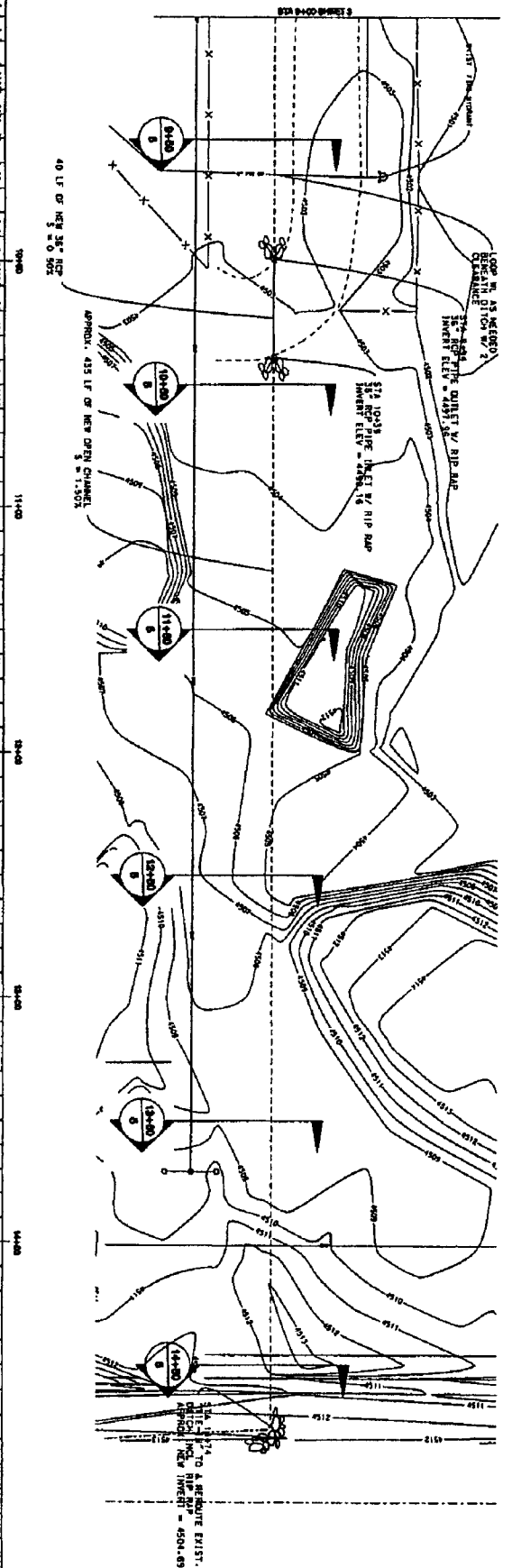
CENTERVILLE CITY
NEW 36" RCP STORM DRAIN
1250 W. / 200 N.



ESI ENGINEERING
CONSULTING ENGINEERS AND LAND SURVEYORS
3500 SOUTH MAIN STREET SUITE 200
SALT LAKE CITY, UTAH 84115
TEL: (801) 485-5128



SHEET	NO.
PROJECT NO.	6587



STATION	ELEVATION	DESCRIPTION
4800		
4801		
4802		
4803		
4804		
4805		
4806		
4807		
4808		
4809		
4810		
4811		
4812		
4813		
4814		
4815		
4816		
4817		
4818		
4819		
4820		
4821		
4822		

PLAN AND PROFILE

**CENTREVILLE CITY
NEW 36" RCP STORM DRAIN
1250 W / 200 N.**

ESI ENGINEERING
CONSULTING ENGINEERS AND LAND SURVEYORS
3500 SOUTH MAIN STREET SUITE 200
SALT LAKE CITY, UTAH 84115
TEL: (801) 486-5172

PROJECT NO.	DATE	BY	DESCRIPTION	REVISION


EXHIBIT "C"
STORM DRAIN MASTER PLAN EXCERPTS


Excerpt from 5th yr Drain Master Plan Update

PRIORITY "B" - PROJECTS SCHEDULED TO BE COMPLETED IN 5 TO 10 YEARS						
07-12	Deuel Creek - 48" overflow along the west side of Frontage Rd - 400 S. to 600 S.	B	County - 75%		I.F.	\$111,750
			City - 25%			\$37,250
07-13	Deuel Creek - 48" overflow under I-15 and UPRR	B	County - 75%		I.F.	\$279,000
			City - 25%			\$93,000
07-14	Island View Park - replace approx. 200 LF of 8" PVC at new grade	B	City		O&M	\$24,000
07-15	Main St - 250 N. to 400 S. - Replace old CMP (TV camera prior to replacing)	B	UDOT - 75%		O&M	\$269,250
			City - 25%			\$89,750
07-16	Main St. - 400 N. to 250 N. - Replace old CMP (TV camera prior to replacing)	B	UDOT - 75%		O&M	\$114,000
			City - 25%			\$38,000
07-17	Main St. - Pheasant Drive to Chase Ln. - Replace old CMP (TV camera prior to replacing)	B	UDOT - 75%		O&M	\$117,000
			City - 25%			\$39,000
07-18	Syro Steel north property line - new 36"	B	City - 50%		I.F.	\$94,500
			Developer - 50%			\$94,500
07-19	650 North - UPRR (at Jed Taylor Const.) to 1250 W. - replace old 30" CMP w/ new 42" (equiv.) RCP	B	City		O&M	\$306,000
07-20	Main St. - 1650 N. to 1575 N. (in front of Rigby property) - replace old CMP	B	UDOT - 75%		O&M	\$69,000
			City - 25%			\$23,000
07-21	Rolling Hills Drive Improvements / Silt Basin including property acquisition if needed	B	City		O&M	\$150,000
07-22	Lund Lane - 200 West to 800 West - 36" to 42"	B	Developer - 50%		I.F.	\$167,500
			City - 50%			\$167,500
07-23	Parrish Creek / 1250 W. - Replace 36" & 42" CMP	B	County - 75%		O&M	\$54,750
			City - 25%			\$18,250
07-24	800 N. - 1250 W. - New 12" RCP	B	City		I.F.	\$25,000

} *

EXHIBIT "D"
ENGINEER'S ESTIMATES

 ESI Engineering, Inc. Consulting Engineers & Land Surveyors 3500 South Main, Suite 208 Salt Lake City, Utah 84115 Phone 263-1752 FAX 263-1780		PROJECT <u>200 North Storm Drain</u> 1250 W QVNER <u>Centerville City</u>		SHEET NO 1 OF 1	
		ESTIMATED BY KLC CHECKED BY FTC	DATE 12 /14/07	PROJECT #07-217	
ENGINEERING ESTIMATE					
ITEM NO.	ITEM DESCRIPTION	UNITS	QUAN TITY	UNIT PRICE	AMOUNT
1	36" RCP Storm Drain	LF	794	\$70.00	\$55,580.00
2	Core-Drill existing MH and "tie-in" new 36" RCP	EA	1	\$500.00	\$500.00
3	60" Manhole	EA	3	\$3,000.00	\$9,000.00
4	Gravel or Sewer Rock	TN	500	\$15.00	\$7,500.00
5	Haul Native spoil displaced by gravel and pipe to Germania Property	CY	450	\$4.00	\$1,800.00
6	Granular import trench backfill including compaction.	TN	320	\$15.00	\$4,800.00
7	Loop existing waterlines under new SD	EA	2	\$3,000.00	\$6,000.00
8	Excavate 4.5' deep trapezoidal channel (4' bottom w/ 1:1 side slopes). Spoil to Germania Property (not in Wet Land areas)	LF	680	\$15.00	\$10,200.00
9	Rip Rap Inlets and Outlets	CY	50	\$25.00	\$1,250.00
10	Road Base for 1250 W. crossing as well as shoulder of 200 N.	TN	240	\$20.00	\$4,800.00
11	Asphalt Patch	TN	10	\$150.00	\$1,500.00
12	Mobilization & Traffic Control	LS	1	\$2,000.00	\$2,000.00
	Subtotal				\$104,930.00
13	Contingencies & Professional Fees		15%		\$15,739.50
	Total				\$120,669.50

 ESI Engineering, Inc. Consulting Engineers & Land Surveyors 3500 South Main, Suite 208 Salt Lake City, Utah 84115 Phone 263-1752 FAX 263-1780		PROJECT <u>200 North Storm Drain</u> 1250 W. OWNER <u>Centerville City</u>		SHEET NO 1 OF 1	
ESTIMATED BY KLC		DATE 12/14/07		PROJECT #07-217	
CHECKED BY FTC					
ENGINEERING ESTIMATE					
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	36" RCP Storm Drain	LF	61	\$70.00	\$4,270.00
2	Core-Drill existing MH and "tie-in" new 36" RCP	EA	1	\$500.00	\$500.00
3	60" Manhole	EA	1	\$3,000.00	\$3,000.00
4	Gravel or Sewer Rock	TN	40	\$15.00	\$600.00
5	Haul Native spoil displaced by gravel and pipe to Germania Property	CY	35	\$4.00	\$140.00
6	Granular import trench backfill including compaction.	TN	25	\$15.00	\$375.00
7	Loop existing waterlines under new SD	EA	1	\$3,000.00	\$3,000.00
8	Excavate 4.5' deep trapezoidal channel (4' bottom w/ 1:1 side slopes). Spoil to Germania Property (not in Wet Land areas)	LF	0	\$15.00	\$0.00
9	Rip Rap Inlets and Outlets	CY	0	\$25.00	\$0.00
10	Road Base for 1250 W. crossing as well as shoulder of 200 N.	TN	20	\$20.00	\$400.00
11	Asphalt Patch	TN	10	\$150.00	\$1,500.00
12	Mobilization & Traffic Control	LS	10%	\$2,000.00	\$200.00
	Subtotal				\$13,985.00
13	Contingencies & Professional Fees		15%		\$2,097.75
	Total				\$16,082.75