

When recorded, return to:

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

Effects Parcel Nos.: 07-070-0118 and 07-072-0025

**DEVELOPMENT AGREEMENT BETWEEN CENTERVILLE
CITY, VAL D. WOOD TRUST, WILLIAM J. AND SUZANNE B. WRIGHT AND DAVID
L. ELLIS FOR THE WOODS PARK PLANNED DEVELOPMENT (PDO)**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 4th day of April, 2013, by and between **CENTERVILLE CITY**, a Utah municipal corporation ("City"), **VAL D. WOOD, TRUSTEE OF THE VAL D. WOOD REVOCABLE TRUST AND VAL D. WOOD**, as their interests appear, ("Wood Trust"), **WILLIAM J. WRIGHT AND SUZANNE B. WRIGHT**, as joint tenants with full rights of survivorship ("Wright") and **DAVID L. ELLIS**, an individual ("Ellis"). Wood Trust, Wright and Ellis may be referred to herein collectively as "Developer."

* Dated March 27, 2002

RECITALS:

A. Wood Trust owns approximately 4.74 acres of real property located at the southeastern corner of 2250 North (Lund Lane) and 800 West (Frontage Road) in Centerville City, Davis County, State of Utah, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Wood Trust Property").

B. Wright owns property immediately south and adjacent to the Wood Trust Property located at approximately 2168 North and 800 West (Frontage Road) in Centerville City, Davis County, State of Utah, a portion of which Ellis is under contract to purchase after legal lot split or boundary line adjustment is accomplished, said portion of the Wright property to be purchased and included in the project is more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Wright Property").

C. Ellis is under contract to purchase the Wood Trust Property and the Wright Property (collectively referred to as the "Property") and desires to rezone, subdivide and develop the Property as a planned residential development under applicable Centerville City Ordinances.

D. Ellis, as authorized agent for the subject property owners, has applied for a Zone Map Amendment and Rezone of the Property from Agricultural-Low (A-L) to Residential-Low (R-L) with a Planned Development Overlay (PDO) and Conceptual Subdivision Plan acceptance under applicable provisions of the Planned Development Overlay Ordinance.

E. The Property is restrained as developable property due to storm water and flood water issues in the area and specifically associated with the Property due to its low elevation and the existence of Lone Pine Creek that flows adjacent to and through the Property.

F. A portion of the Property is located within the FEMA Flood Plain Zone A and Zone X as more particularly described and indicated on **Exhibit "C,"** attached hereto and incorporated herein by this reference, and a portion of the Property provides detention for and handles runoff from Lone Pine Creek that flows adjacent to and through the Property.

G. The City paid for and caused to be conducted an engineering drainage study of the Lone Pine Creek drainage system and its effect on the development capabilities of the Property as more particularly described in the attached Lone Pine Creek Drainage Study dated December 2012, as prepared by ESI Engineering, set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference.

H. As indicated in the Lone Pine Creek Drainage Study, in order to develop the Property, certain on-site and off-site improvements must be made to adequately address the sufficiency of facilities and infrastructure for the drainage of water associated with the Property.

I. Prior to approving the Zone Map Amendment and Rezone for the Property and acceptance of the Conceptual Subdivision Plan for the proposed planned development which will allow Developer to become eligible for certain density bonuses, the City wants to ensure that adequate storm water and flood water infrastructure and facilities will be provided by the Developer to handle project water issues, to ensure that the Property can and will be properly eliminated from the Flood Plain Zone A, and that adequate drainage and detention is provided for both flood waters and Lone Pine Creek runoff and storm water.

J. The purpose of this Agreement is to contractually reduce to writing the respective agreements and understandings of the parties regarding the required infrastructure improvements and facilities necessary to address storm water and flood water issues associated with the Property prior to development approval.

AGREEMENT:

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.
2. **Planned Development Overlay Approval.** Developer shall be required to obtain a Zone Map Amendment and Rezone of the Property from Agricultural-Low (A-L) to Residential-Low (R-L) with a Planned Development Overlay (PDO), including Conceptual Subdivision Plan acceptance ("Rezone Approval"), in accordance with applicable provisions of Centerville City Ordinances within six (6) months from the date of this Agreement. If Developer does not obtain Rezone Approval within the required time frame, this Agreement and the obligations provided herein shall automatically become null and void. All development and use of the Property shall be subject to and shall comply with the terms and conditions of the Rezone Approval and the Planned Development Overlay Zone requirements. No additional property may be added to the Property or the Planned Development described herein for the purposes of this Agreement except by written amendment to this Agreement approved and executed by the parties. Nothing herein shall impact or affect the City Council's legislative decision-making authority with respect to the Rezone Approval. The purpose of this Agreement is merely to address and establish the adequacy of the facilities for purposes of developing the Property and obtaining development approval.
3. **Subdivision Approval.** Developer shall be required to obtain preliminary and final subdivision plat approval for the Property in accordance with applicable time frames set forth in Section 12-41-120 of the Planned Development Overlay Ordinance ("Final Plat Approval"). If Developer does not obtain Final Plat Approval within the required time frame, this Agreement and the obligations provided herein shall automatically become null and void. If Developer does not obtain Final Plat Approval within the required time frame, the City further reserves the right to rezone the property to remove the PDO designation pursuant to applicable provisions of the Planned Development Overlay Ordinance. All development and use of the Property shall be subject to and shall comply with the terms and conditions of Final Plat Approval and Centerville City Subdivision Ordinance requirements. Preliminary and final plats for the proposed subdivision shall be substantially consistent with the layout, design, infrastructure, density, amenities, and lots as indicated in the Conceptual Subdivision Plan and any applicable terms and conditions of Rezone Approval. A copy of the proposed Conceptual Subdivision Plan is set forth in **Exhibit "E,"** attached hereto and incorporated herein by this reference. Nothing herein shall impact or affect the City's administrative decision-making authority with respect to the Final Plat Approval. The purpose of this Agreement is merely to address and establish the adequacy of the facilities for purposes of developing the Property and obtaining development approval.

4. **Project Development.** If and when Rezone Approval and Final Plat Approval is granted by the City Council for the Property, it is anticipated that the Property may be developed as a Planned Development with up to a 20% density bonus from the base density permitted in the underlying Residential-Low (R-L) Zone based on eligible incentive factors, amenities and upgraded facilities as more particularly set forth in the Planned Development Overlay Ordinance. Developer must qualify for such density bonuses in accordance with the criteria and factors set forth in the Planned Development Ordinance. Such eligibility will be determined as part of the Rezone Approval and Final Plat Approval. Except as otherwise provided herein for the off-site drainage culvert improvements, Developer shall be required to pay for and install all required on-site and off-site public improvements and infrastructure for the Property to the extent reasonably necessary and related to the impact of the development in accordance with City Ordinances and engineering standards, including, but not limited to, streets, curbs, gutters, sidewalks, culinary waterlines and facilities, fire hydrants, street lights, sewer lines and facilities, secondary irrigation waterlines and facilities, storm drainage facilities, subdrain facilities, utilities, and detention facilities. All such improvements shall be bonded for and constructed and installed in accordance with applicable City Ordinances and specifications as determined necessary by the City Engineer. All plans and construction for water, sewer, street and drainage improvements shall be reviewed and approved by the City Engineer.

5. **Drainage Issues and Improvements.** The Property is restrained as developable property due to storm water and flood water issues associated with the Property, including flood plain designations and Lone Pine Creek runoff and drainage as discussed herein. Based on information provided in the Lone Pine Creek Drainage Study, certain on-site and off-site improvements must be provided by Developer in order to develop the Property. As indicated in the Study, in order for the Property to be developable, a 36" diameter culvert is recommended to be installed under the UTA/UPRR corridor at Lund Lane and approximately 2 acre feet of on-site detention needs to be provided along the Frontage Road. Based on additional calculations conducted since the Study and the proposal to connect Developer's detention facilities along Frontage Road to adjacent property detention facilities, it has been determined and agreed that Developer need only provide 1.61 acre feet of detention along Frontage Road. Such detention facilities and requirements are more particularly described in Section 6. The parties also agree that Developer's rough-proportionality share of the 36" diameter culvert under the UTA/UPRR corridor necessary to alleviate the burdens imposed on infrastructure by the development is equal to the cost of a 24" diameter culvert. Such culvert improvements and cost sharing requirements are more particularly described in Section 7 and Section 8.

6. **Frontage Road Detention Basin.** In order to detain the required amount of water flow as indicated in the Lone Pine Creek Drainage Study, as adjusted by subsequent credit calculations, Developer is required to provide a minimum of 1.61 acre-feet of detention along Frontage Road. Developer shall provide such detention on a portion of the Property and on adjacent property to the south ("Garlick Property") as more particularly shown on **Exhibit "F,"** attached hereto and incorporated herein by this reference ("Detention Basin"). Developer shall bond for and pay all costs associated

with designing and installing the Detention Basin and related facilities and landscaping along Frontage Road and obtain any required easements and approvals from the owners of the Garlick Property for the Detention Basin and related improvements, including those necessary to tie-in the drainage pipe for the Garlick Property. The Detention Basin and related facilities shall be integrated and designed in accordance with applicable City Ordinances and subject to approval from the City Engineer. Developer shall be required to grant to the City a 50' wide detention, drainage and public utility easement over and across the portion of Detention Basin located on the Property as more particularly shown on **Exhibit "F"**. Such easement shall be shown on the Final Plat. In accordance with applicable provisions of the Planned Development Overlay Ordinance, Developer may qualify for a density bonus calculation for the provision of the Detention Basin and facilities, provided such area is landscaped and maintained as common area by a homeowner's association or other qualifying entity. Developer may also qualify for a storm drain impact fee credit for such Detention Basin, related facilities and easement in accordance with applicable provisions of the City's Impact Fee Ordinance and credit policy. Until the Detention Basin is installed, completed and functioning, no building permits shall be issued for any lots within the subdivision as more particularly provided in Section 11. Developer shall provide a plat note on the Final Plat regarding such restrictions.

7. **Off-Site Drainage Culvert.** In order to provide for and handle the runoff for Lone Pine Creek as indicated in the Lone Pine Creek Drainage Study, a 36" diameter culvert and related improvements must be installed at the UTA/UPRR corridor at Lund Lane, including necessary improvements along the east side of the UTA tracks and along the west side of UPRR tracks to connect the new culvert to the existing drainage system ("Drainage Culvert"). Developer's rough-proportionality share of the Drainage Culvert requires Developer to pay for the cost of installing a 24" diameter culvert and related improvements as described herein. In exchange for Developer's rough-proportionality share contribution to the Drainage Culvert costs, the City agrees to pay for the cost of upsizing the Drainage Culvert in accordance with and subject to the project management and cost sharing provisions set forth in Section 8. Until all required permits have been obtained from UPRR and UTA for construction of the Drainage Culvert, no building permits shall be issued for lots within the subdivision and no certificates of occupancy for buildings within the subdivision shall be issued until the Drainage Culvert is installed, completed and functioning, as more particularly provided in Section 11. Developer shall provide a plat note on the Final Plat regarding such restrictions. The City agrees to file an application for permits from UPRR and UTA for installation of the Drainage Culvert within two (2) weeks from the date of Rezone Approval. The City further agrees to expedite the bidding and construction of the Drainage Culvert and to pursue the construction and completion of the Drainage Culvert with reasonable due diligence acknowledging time is of the essence for completion of the Drainage Culvert in order for certificates of occupancy to be issued.

8. **Drainage Culvert Cost Sharing.** If and when Rezone Approval and Final Subdivision Approval has been granted by the City, Developer shall be obligated to pay to the City \$150,000 representing Developer's rough-proportionality share of the Drainage Culvert. Such amount shall be due and owing to the City prior to recording

the Final Plat or prior to awarding the bid for the Drainage Culvert project, whichever is sooner. In exchange for Developer's rough-proportionality share contribution to the cost of the Drainage Culvert, the City agrees to administer the project for the design, permitting and installation of the Drainage Culvert and to pay for the cost of upsizing the culvert from a 24" diameter pipe to the 36" diameter pipe in the amount of \$33,800. The City also agrees to obtain and pay for permitting and flagging fees required from UPRR and/or UTA as associated with the approval and installation of the Drainage Culvert. If the total actual cost of the Drainage Culvert, including all design, engineering, testing services, soils reports and studies, construction, installation, materials and labor, but not permit or flagging fees, exceeds \$183,800 ("Base Estimate"), such excess amount shall be split equally between the parties ("Overruns"). If the total actual cost of the Drainage Culvert, including all design, engineering, testing services, soils reports and studies, construction, installation, materials and labor, but not permit or flagging fees, is less than the Base Estimate, the savings shall be split equally between the parties ("Underruns"). The City agrees to do a final accounting after completion of the Drainage Culvert and to send Developer an invoice for any Overrun amount due or for any Underrun amount to be refunded. Any additional Overrun amount due from the Developer or Underrun refund from the City shall be paid within thirty (30) days of invoice.

9. **Engineering Costs.** Certain engineering costs associated with project, defined to include design engineering, contract documents, construction engineering, construction staking and field review services shall be capped at a cost not exceed \$27,840 ("Capped Engineering Costs"). Capped Engineering Costs shall be included in the Base Estimate and used to calculate Overruns or Underruns on the project. Developer shall not be responsible for any Capped Engineering Costs in excess of \$27,840. Additional engineering costs may be required for the project, defined to include any testing services provided by other consultants or any soils reports or other studies required by UPRR or UTA ("Additional Engineering Services Costs"). Additional Engineering Services Costs shall be included in the Base Estimate and used to calculate Overruns or Underruns on the project. Certain engineering costs may be required for the project as necessary to obtain permits and/or flagging waivers from UPRR and/or UTA ("Permitting Costs"). Permitting Costs shall be paid for by the City. Permitting Costs shall not be included in the Base Estimate and shall not be used to calculate Overruns or Underruns for the project.

10. **Letter of Map Revision.** As indicated in Exhibit C, all or a portion of the Property is currently located within the FEMA designated Flood Plain Zone A and Zone X. In order to develop the Property, Developer is required to pay for and obtain a Letter of Map Revision ("LOMR") from FEMA and to pay for and install any and all improvements and infrastructure necessary to obtain such LOMR. Obtaining the LOMR shall be a condition of Rezone Approval and Final Plat Approval. Until the LOMR has been approved and all conditions of the LOMR have been met, no building permits shall be issued for lots located within the Flood Plain Zone A shown as Lots 2-5 on the Conceptual Plan set forth in Exhibit E, as more particularly provided in Section 11. Developer shall provide a plat note on the Final Plat regarding such restrictions and

indicating the existing and proposed Flood Plain Area. The City agrees to cooperate with Developer in obtaining and/or submitting necessary documents for LOMR approval.

11. **Building Permit Restrictions.** In order to ensure that all required facilities and improvements have been installed and/or are bonded for and the LOMR has been obtained prior to construction, the following restrictions on the issuance of building permits and certificates of occupancy within the subdivision shall apply:

a. No building permit for any lot within the subdivision shall be issued until and unless all wet utilities have been installed and completed and all streets are rough graded in accordance with applicable City Ordinances, including the storm drain improvements along Lund Lane, and the Detention Basin has been installed, completed and is functioning.

b. Notwithstanding the foregoing, no building permit for any lots within the subdivision shall be issued until and unless the City has obtained all required permits from UPRR and UTA for the construction of the Drainage Culvert and no certificate of occupancy shall be issued for any building within the subdivision until and unless the Drainage Culvert has been installed, completed and is functioning. The City agrees to file an application for permits from UPRR and UTA for installation of the Drainage Culvert and to pursue the construction and completion of such improvements with due diligence as more particularly set forth in Section 7.

c. Notwithstanding the foregoing, no building permit for any lots within Flood Plain Zone A shown as Lots 2-5 on the Conceptual Plan set forth in Exhibit E, shall be issued until and unless the Detention Basin and the Drainage Culvert have been installed, completed and are functioning, and Developer has received LOMR approval and all conditions of the LOMR have been met.

12. **Finished Floor Elevation Restrictions.** The finished base floor elevation for any dwelling within the subdivision, including basements, whether finished or unfinished, shall be one foot (1') above the projected 100 year flood event for the Property. Developer shall be required to provide an engineer's certificate of all base floor elevations prior to pouring the footings for any structure. Developer shall provide a plat note on the Final Plat regarding such restrictions and requirements.

13. **Compliance with City Ordinances and Development Standards.** The Property and all portions thereof shall be developed in accordance with the City Ordinances, Rezone Approval, Final Plat Approval, and all subsequent applicable final plans and construction drawings for individual lots within the Property. All applicable City, State and Federal construction standards and specifications shall be met.

14. **Time Frames and Deadlines.** Nothing in this Agreement is intended to extend or waive any applicable time frame or deadline as set forth in applicable City Ordinances. Commencement and completion of construction within the Property shall comply with all applicable City Ordinance provisions:

15. **Dedication or Donation.** Developer shall dedicate and convey to the City, at no cost to the City, all required public utility easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined and required by the City, including the Detention Basin easement, and title to the other public improvements required by the City in connection with the Property along with the appurtenant easements and rights-of-way, the City's portions of water systems and storm drainage system and their related easements and rights-of-way. All public improvements and rights-of-way shall be dedicated in fee. Prior to the time of dedication, Developer shall take such action as is necessary to obtain a release of any encumbrance on any property to be dedicated to the City. The City shall have the right to inspect all such improvements prior to acceptance of a conveyance thereof. Developer is making the dedications and donations provided in this Agreement voluntarily and as a contribution to the City and hereby waives and releases any claims for compensation therefor.

16. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power preserved by law.

17. **Indemnification.** During construction and until acceptance of the public improvements by the City, the Developer hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur within the Property or occur in connection with any off-site work done for or in connection with the Property or any subsequent phase thereof and which shall be caused by acts done thereon, or any errors or omission of the Developer, its agents, servants, employees or contractors. In addition, Developer shall indemnify and hold the City and its officers, employees and representatives harmless from and against any claims, liability, costs and attorneys' fees incurred on account of any change in the nature, direction, quantity or quality of historical drainage flows resulting from the Property or the construction of any improvements therein. The Developer and any subsequent developers shall not be responsible for (and such indemnity shall not apply to) any negligent acts or omissions of the City or its agents, servants, employees or contractors. The City agrees to indemnify and hold Developer harmless from and against any such liability, loss, damage, costs, or expenses, including attorneys' fees and court costs arising from or as a result of the City's negligence.

18. **Insurance.** During the period from commencement of the work on the Property and ending on the date when public improvements have been accepted, Developer shall furnish, or cause to be furnished, to the City, satisfactory Certificates of Insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of at least \$2,000,000 single limit

naming the City as an additional insured. Developer shall require all contractors and other employees performing any work on the Property or in connection with development of the Property to maintain adequate workers compensation insurance and public liability insurance.

19. **Inspection and Approval by the City.** The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer. No work involving excavation shall be covered until the same has been inspected by the City's representatives and the representatives of other governmental entities having jurisdiction over the particular improvements involved. The Developer shall warrant the materials and workmanship of all improvements installed for a period required by City Ordinances from and after the date of final inspection and approval by the City of the improvements.

20. **Use and Maintenance During Construction.** During construction, the Developer, and any permitted subsequent developer, shall keep the Property and all affected public streets and public easements free and clear from any unreasonable accumulation of debris, waste materials and any nuisances and shall contain construction debris and provide dust control so as to prevent scattering via wind and water or otherwise. Such construction maintenance and control of construction debris shall be conducted in accordance with applicable City, State and Federal laws, regulations and permits, including, but not limited to applicable Utah Department of Environmental Quality regulations and permitting requirements, and in accordance with applicable best management practices.

21. **Default.** The City may pursue any enforcement action deemed necessary and appropriate for any violation of City Ordinances in accordance with applicable enforcement provisions as set forth in City Ordinances or otherwise permitted by law. Notwithstanding and in addition to the City's right to pursue any enforcement action for violation of City Ordinances, in the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may have the following enforcement remedies. Prior to the invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a twenty (20) day cure period. All notices of default shall be provided in accordance with the Notice provisions set forth in Section 25. In the event the non-defaulting party does not cure the default within the required twenty (20) day cure period or enter into a written agreement for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, have the following remedy or remedies:

a. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the particular lot, parcel or building to which the default is applicable until such default has been cured.

- c. The right to draw on any security posted or provided in connection with the Property or project.
- d. The right to terminate this Agreement with respect to the particular lot, parcel or building to which the default is applicable.
- e. The rights and remedies set forth herein above shall be cumulative.

22. **Insolvency or Misrepresentation.** Developer shall be in default under the terms of this Agreement under the following circumstances if not cured within twenty (20) days after notice of default is given: (i) Developer is adjudicated bankrupt or makes any voluntary or involuntary assignment for the benefit of creditors, or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against Developer; and, if instituted adversely, the one against whom such proceedings are instituted consents to the same or admits in writing the material allegations thereof, or said proceedings shall remain undismissed for 150 days; or (ii) Developer has made a materially false representation or warranty in any agreement with or application to the City.

23. **Assignment.** Developer shall not assign its obligations under this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from that party's interest in the Property except for the sale of individual completed homes within the Property. For purposes of individual completed home sales, the Developer agrees to remain liable and responsible for completion and fulfillment of the obligations and terms of this Agreement through Termination, as more particularly defined in Section 41. In the event of a sale or transfer of the Property, or any portion thereof, other than the sale of individual completed homes, the buyer or transferee ("Subsequent Developer") shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed. Each buyer or transferee shall sign an assignment and assumption agreement in a form reasonably acceptable to the City agreeing to be bound by the terms and conditions of this Agreement as provided herein. Any reference to Developer herein shall be construed to refer to any Subsequent Developer with respect to the portion of the Property owned by such Subsequent Developer.

24. **Ownership and Recording.** Wood Trust and Wright hereby warrant and represent that they are the legal owners of record of the respective portions of the Property as described herein, they have the right to develop their respective portions of the Property, and they have full authority to enter into the terms of this Agreement encumbering their respective portions of the Property. Developer hereby agrees and acknowledges that this Agreement shall be recorded against the Property upon Rezone

Approval. Prior to recording this Agreement, Developer shall provide the City with a current and accurate title report regarding the Property. Developer shall be required to cure or subordinate any unacceptable encumbrances on the Property, as determined by the City, prior to recording of this Agreement. All persons or entities with an ownership interest in the Property as shown on the title report shall sign and be a party to this Agreement.

25. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

To Centerville City:	Centerville City Attn: City Manager 250 North Main Street Centerville, Utah 84014
To Wood Trust:	Val D. Wood Trust 1331 North Dixie Down Road, #108 St. George, Utah 84770
To Wright:	William J. and Suzanne B. Wright P.O. Box 353 Centerville, Utah 84014
To Ellis:	David L. Ellis 1699 East 6525 South Salt Lake City, Utah 84121

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

26. **Attorneys' Fees.** Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fee 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.

27. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property, contains the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

28. **Construction of Agreement.** This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest. For purposes of this Agreement and the construction of its terms, the parties acknowledge that both participated in the drafting of this Agreement and neither shall be considered the drafter.

29. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent or employee of the City shall be personally liable to the Developer or any successor in interest or assignee of the Developer in the event of any default or breach by the City, or for any amount which may become due Developer, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

30. **No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

31. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Agreement shall be recorded by the Developer in the office of the Davis County Recorder, State of Utah.

32. **Governing Law and Jurisdiction.** The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Utah state or federal court of competent jurisdiction.

33. **No Waiver.** Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

34. **Severability.** If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

35. **Time of Essence.** Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

36. **Knowledge and Covenant Not to Sue.** The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to consult with legal counsel of their choice. Developer hereby agrees that Developer's rough-proportionality share of the Drainage Culvert is fair and reasonable cost sharing of such improvements. In exchange for the negotiated cost sharing arrangement and the parties' cooperative

approach to installation of the Drainage Culvert and other public improvements associated with the Property, Developer agrees not to sue or initiate any claim or other administrative or legal action against the City for an exaction, takings claim, impact fee challenge, or other claim with respect to the Drainage Culvert, Detention Basin and easement, or any other provision of this Agreement as associated with the Property. The parties acknowledge that they enter this Agreement voluntarily and with the intent to address and establish the adequacy of the facilities for purposes of developing the property and obtaining development approval.

37. **Supremacy.** In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this Agreement shall govern.

38. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

39. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto. Any amendments to the Planned Center documents, including, but not limited to the Planned Center Master Site Plan, the Planned Center Guidelines, and the Planned Center Project Plans, or the Wal-Mart documents, including, but not limited to the Wal-Mart Site Plan and Wal-Mart Project Plans, must be approved by the City in accordance with applicable City Ordinances in addition to required amendments to this Agreement.

40. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

41. **Termination.** This Agreement shall terminate upon completion and fulfillment of all the obligations and terms of this Agreement; provided, Sections 17, 18 and 36 shall remain in full force and effect until expiration of the warranty period for public improvements and any bonded improvements, such as landscaping, and expiration of any applicable statute of limitation for contractual claims, takings issues, impact fee challenges, or other claim with respect to the terms and conditions of this Agreement ("Termination").

42. **Release for Individual Home Sales.** The purchaser of an individual completed home in the project may take ownership of such lot free and clear of the obligations of this Agreement with respect to said lot; provided, the Developer shall

remain liable and responsible for completion and fulfillment of the obligations and terms of this Agreement through Termination, as more particularly defined in Section 41. Upon request, the City agrees to provide a Certificate of Compliance for individual home sales in accordance with the provisions of this Section.

43. **Estoppel Certificate.** Upon request, the City agrees to provide Developer or its lenders with an estoppel certificate or other written verification of the issuance or non-issuance of any notice of default under the terms of this Agreement.

44. **Release of Wood and Wright.** The parties acknowledge that Ellis is under contract to purchase the Wood Trust Property and the Wright Property and thereafter intends to pursue final subdivision plat approval and development of the Property, or to sell the project to a third party for development, as a planned residential development under applicable Centerville City Ordinances. Upon closing and transfer of the Wood Trust Property and the Wright Property to Ellis, the Wood Trust and Wright shall be released from any and all obligations of Developer under the terms and provisions of this Agreement; provided, such parties agree to survival of the Covenant Not to Sue as set forth in Section 36. All such obligations shall be deemed to be subsumed by Ellis upon purchase and transfer of the Wood Trust Property and Wright Property by Ellis. Any further transfer from Ellis or a transfer from the Wood Trust or Wright to a third party shall require compliance with the terms and conditions of Section 23 regarding Assignment. It is further acknowledged that the financial obligations regarding the Drainage Culvert cost sharing are not triggered until and unless the final plat is recorded or the bid is awarded for the Drainage Culvert project, which is assumed to be after or concurrent with closing on the Wood Trust Property and Wright Property.

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

[Signature page to follow]

"CITY"

CENTERVILLE CITY

ATTEST:

Nausha K. Morrow
City Recorder

By: [Signature]
Mayor Ronald G. Russell

"DEVELOPER"

VAL D. WOOD TRUST



By: Shelley W. Jew

Shelley W. Jew, ~~Val D. Wood Trustee~~ Authorized Agent for the Val D. Wood Revocable Trust

By: Shelley W. Jew
Val D. Wood

WILLIAM J. AND SUZANNE B. WRIGHT

By: [Signature]
William J. Wright

By: [Signature]
Suzanne B. Wright

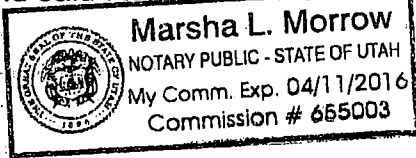
DAVID L. ELLIS

By: [Signature]
David L. Ellis

CITY ACKNOWLEDGMENT

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

On the 8 day of April, 2013, 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

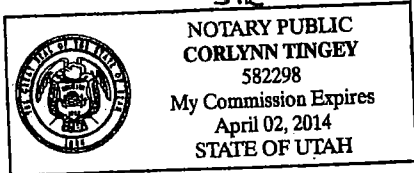
My Commission Expires:
4-11-2016

Residing at:
Centerville

VAL D. WOOD TRUST ACKNOWLEDGMENT

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

Shelley W. Tew On the 2nd day of April, 2013, personally appeared before me ~~Val D. Wood~~ ^{she}, who being duly sworn, did say that ~~he~~ ^{she} is an individual and the ~~Trustee of~~ ^{Authorized agent of} the Val D. Wood Revocable Trust, and that the foregoing instrument was signed by ~~Val D. Wood~~ ^{her} in his ~~individual~~ ^{her} capacity and in ~~his~~ ^{her} capacity as the ~~Trustee of~~ ^{Authorized Agent of} the Val D. Wood Revocable Trust, and ~~he~~ ^{she} acknowledged to me that ~~he~~ ^{she} executed the same.



Corlynn Tingey
Notary Public

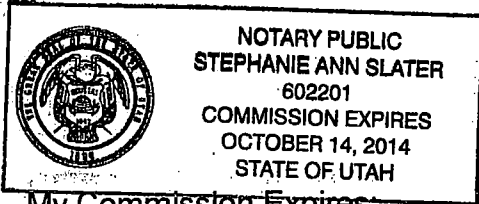
My Commission Expires:
04-02-14

Residing at:
Centerville, UT

WRIGHT ACKNOWLEDGMENT

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

On the 4th day of April, 2013, personally appeared before me William J. Wright and Suzanne B. Wright, who being duly sworn, did say that they signed the foregoing instrument in their individual capacity and they acknowledged to me that they executed the same.



Stephanie Ann Slater
Notary Public

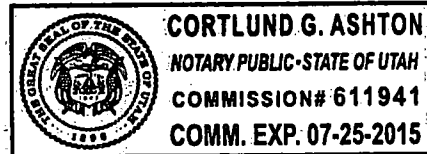
Residing at:

My Commission Expires:
10/14/2014

Suzanne B. Wright, Utah

ELLIS ACKNOWLEDGMENT

STATE OF UTAH)
)
:SS.
COUNTY OF SALT LAKE DAVIS)



On the 3 day of APRIL, 2013, personally appeared before me David L. Ellis, who being duly sworn, did say that he signed the foregoing instrument in his individual capacity and he acknowledged to me that he executed the same.

Cortlund G. Ashton
Notary Public

My Commission Expires:
7/25/15

Residing at:
DRAPER, UT

EXHIBITS

Exhibit A	Wood Trust Property Description
Exhibit B	Wright Property Description
Exhibit C	FEMA Map
Exhibit D	Lone Pine Creek Drainage Study
Exhibit E	Conceptual Plan
Exhibit F	Detention Basin Plans

EXHIBIT "A"

Wood Trust Property Description



EXHIBIT A

Beginning on the South line of Lund Lane at a point North 89°13'20" East 384.08 feet along the quarter section line to the East line of a frontage road (40.0 feet distant Easterly from the center line thereof) and North 0°11'10" East 393.14 feet along said road and South 89°36'30" East 200.0 feet along the South line of said lane from the West quarter corner of Section 31, Township 3 North, Range 1 East, Salt Lake Meridian and running thence South 89°36'30" East 200.0 feet along the South line of said lane; thence South 0°11'10" West 417.98 feet to a point 33.0 feet South of the North line of the Southwest quarter of said section; thence South 89°13'20" West 200.04 feet parallel to the North line of said 1/4 section; thence North 0°11'10" East 422.06 feet to the point of beginning.

ALSO: Beginning on the South line of Lund Lane at a point North 89°13'20" East 384.08 feet along the quarter section line to the East line of a frontage road (40 feet distant Easterly from the center line thereof) and North 0°11'10" East 393.14 feet along said road from the West quarter corner of Section 31, Township 3 North, Range 1 East, Salt Lake Meridian and running thence South 89°36'30" East 200 feet along the South line of said lane; thence South 0°11'10" West 400.908 feet to a fence; thence North 89°30'12" West 199.975 feet along said fence to a frontage road; thence North 0°11'10" East 400.54 feet more or less along the East line of said frontage road to the point of beginning.

ALSO: Beginning on the South line of Lund Lane at a point North 89°13'20" East 384.08 feet along the quarter section line to the East line of a frontage road (40.0 feet distant Easterly from the center line thereof) and North 0°11'10" East 393.14 feet along said road and South 89°36'30" East 400.0 feet along the South line of said lane from the West quarter corner of Section 31, Township 3 North, Range 1 East, Salt Lake Meridian and running thence South 89°36'30" East 100.0 feet along the South line of said lane; thence South 0°11'15" West 415.94 feet to a point 33.0 feet South of the North line of the Southwest quarter of said section; thence South 89°13'20" West 100.02 feet parallel to the North line of said quarter section; thence North 0°11'10" East 417.98 feet to the point of beginning.

PARCEL A:

Beginning on the South line of Lund Lane at a point North 89°13'20" East 384.08 feet along the quarter section line to the East line of a frontage road (40 feet distance Easterly from the center line thereof) and North 0°11'10" East 393.14 feet along said road from the West quarter corner of Section 31, Township 3 North, Range 1 East, Salt Lake Meridian; thence South 89°36'30" East 200 feet along said line of said lane; thence South 0°11'10" West 422.06 feet; thence South 89°13'20" West 200 feet, more or less, parallel to the North line of said quarter section to a point South 0°18' West of the point of beginning; thence North 0°18' East 415.94 feet, more or less, to the point of beginning.

LESS AND EXCEPTING from the above described Parcel A the following:

Beginning on the South line of Lund Lane at a point North 89°13'20" East 384.08 feet along the quarter section line to the East line of a frontage road (40 feet distant Easterly from the center line thereof) and North 0°11'10" East 393.14 feet along said road from the West quarter corner of Section 31, Township 3 North, Range 1 East, Salt Lake Meridian and running thence South 89°36'30" East 200 feet along the South line of said lane; thence South 0°11'10" West 400.908 feet to a fence; thence North 89°30'12" West 199.975 feet along said fence to a frontage road; thence North 0°11'10" East 400.54 feet more or less along the East line of said frontage road to the point of beginning.

Parcel Identification Number 07-070-0118 (for reference purposes only)

EXHIBIT "B"

Wright Property Description

BEGINNING AT A POINT ON THE EAST LINE OF A FRONTAGE ROAD ON THE EAST SIDE OF THE INTERSTATE 15 FREEWAY, SAID POINT BEING NORTH 89°13'20" EAST 384.08 FEET ALONG THE QUARTER SECTION LINE TO THE EAST LINE OF A FRONTAGE ROAD AND SOUTH 0°11'10" WEST 33.00 FEET ALONG THE EAST LINE OF A FRONTAGE ROAD FROM THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN AND RUNNING THENCE NORTH 89°13'20" EAST 500.05 FEET; THENCE SOUTH 0°11'15" WEST 50.00 FEET; THENCE SOUTH 89°13'20" WEST 500.05 FEET TO THE EAST LINE OF A FRONTAGE ROAD; THENCE NORTH 0°11'10" EAST 50.00 FEET ALONG THE EAST LINE OF A FRONTAGE ROAD TO THE POINT OF BEGINNING. CONTAINS 0.574 ACRES.

EXHIBIT "C"

FEMA Map

DAVIS COUNTY
UNINCORPORATED AREAS
490038

ZONE AE
(EL 742.177)

RAILROAD

CITY OF FARMINGTON
DAVIS COUNTY

DAVIS COUNTY
UNINCORPORATED AREAS
490038

ZONE A

CITY OF FARMINGTON
CITY OF CENTERVILLE

ZONE X

31

FRONTAGE

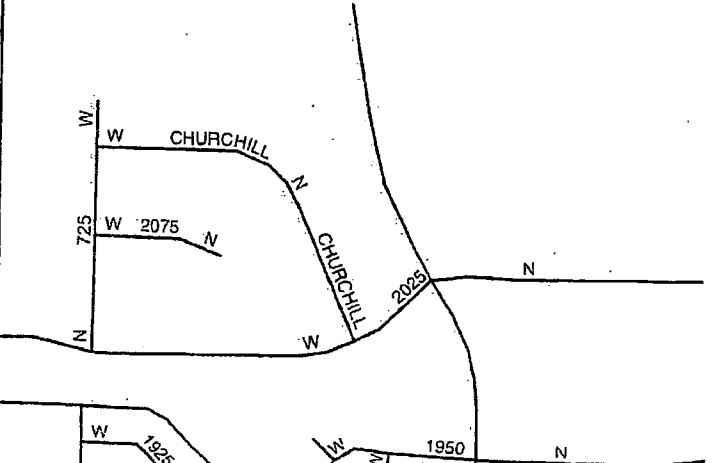
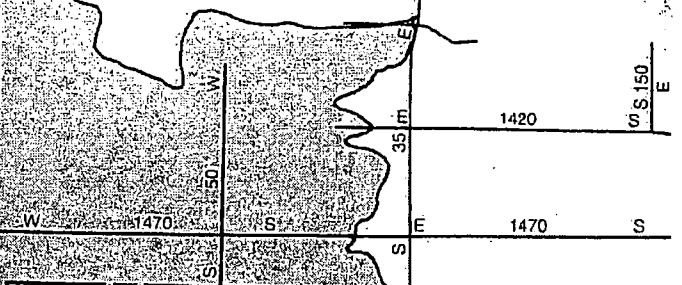
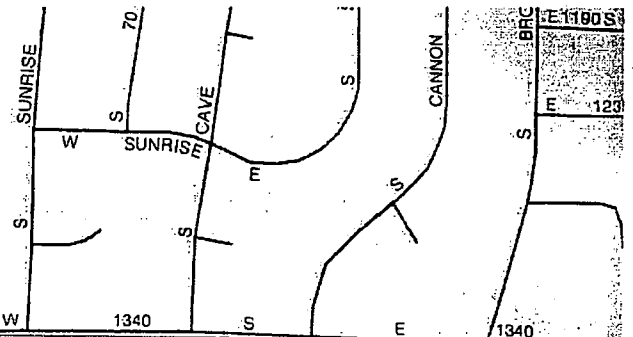


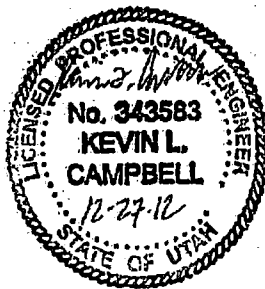
EXHIBIT "D"

Lone Pine Creek Drainage Study

LONE PINE CREEK DRAINAGE STUDY
FOR CENTERVILLE CITY

PREPARED BY
KEVIN L. CAMPBELL, P.E.
CENTERVILLE CITY ENGINEER

ESI ENGINEERING, INC.



DECEMBER 2012

I. Overview

Lone Pine Canyon is the minor canyon located between Rick's Creek Canyon in Centerville and Davis Creek Canyon in Farmington and is on very north end of Centerville. In an effort to understand the Lone Pine Canyon Stream characteristics several hours were spent on the hillside with Randy Randall, Centerville Public Works Director, investigating how runoff is conveyed through the various ravines and canyons. This effort was beneficial in order to verify the upper watershed drainage area and to verify where the upper watershed area drained to. Also, as part of the process of developing this report an investigation of the history of how the Lone Pine Canyon drainage has been managed by Centerville City and Davis County in the past was completed. Several reports and studies were available and used in compiling the information in this report. The reports and studies are referenced in the body of the report.

II. Background Information for Lone Pine Canyon

In October of 1991, William Mulvey with Utah Geological Survey (a division of Utah Department of Natural Resources) submitted a proposal to Fred Campbell, City Engineer, to complete a debris-flow hazard study for Lone Pine Canyon. This was in response to Centerville City's concern regarding potential debris flows from Lone Pine Canyon and the City's desire to undertake hazard mitigation measures if they were warranted. The proposal was that there be a cooperative venture between UGS, Centerville City and J.B. Parsons Co. UGS provided the geological expertise and equipment for trench shoring, Parsons provided a backhoe, and the City obtained permission from property owners and apparently provided about \$2,000 to cover direct costs for the study.

In March of 1993, William Mulvey with UGS completed the aforementioned study and delivered a "Debris-Flood and Debris-Flow Hazard" report for the Lone Pine Canyon. The report evaluated debris-flow hazard for the canyon through geologic investigations of debris-flow and alluvial-fan deposits on the Bonneville shoreline bench. Subsurface investigations and geologic mapping were used to estimate thickness, extent, and volume of past deposits.

"On the Lone Pine Canyon fan there are three distinct channels, only one of which generally carries water during runoff (the northern channel)... the northern channel carries modern flows..." (UGS report pages 15-17).

"The hazard from large debris floods and debris flows from Lone Pine Canyon to the valley floor near the Parsons gravel pit is low, and with proper mitigation measures to reduce the risk, development can proceed... the average volume of debris in the youngest sedimentation events is 500 cubic yards... the largest was approximately 2,300 cubic yards and occurred between 1,100 and 1,400 years ago." (UGS report page 25).

The UGS report concluded that flood waters and locally derived debris are the greatest hazard to development at the base of the canyon and that possible options for reducing the hazard from sedimentation events from Lone Pine Canyon are: (1) construction of a debris and flood-water retention structure on the Bonneville shoreline bench, (2) construction of a debris basin in the Parsons gravel pit, or (3) both.

In 1997, Park Hills Subdivision developed and at that time plans for a the Freedom Hills City Park were set in motion.

In May of 1998 a request for LOMR with supporting documentation was submitted to FEMA. Additional information was requested by FEMA in October of 1998. The additional information included a geological report compiled by DeForrest Smouse, PhD as well as revised debris basin volume calculations prepared for a 2,250 cubic yard-debris basin in the City Park. A debris basin was constructed and incorporated into the Freedom Hills Park. The FIRM was revised in May of 1999 from Main Street to the future City Park removing the Zone A in this area (see Appendices A & B).

II. Hydrology, Detention and Hydraulics

Since 1983 Centerville City and Davis County have used hydrologic flows compiled in the "Hydrologic Report - Flood Insurance Studies for 20 Utah Communities" prepared for FEMA by Gingery Associates, Inc. (1979) for stream channel discharges. Drainage system improvements completed in the City since 1983 along the stream channels have typically been designed to meet the 100 year discharge for the stream or overflow systems have been implemented where improvements to original stream channel systems were not feasible.

Detention basins used for peak flow reduction of rain events are typically designed for the 100 year event. The 100 year discharge from a stream for the upper portion of the watershed (upstream of canyon mouth) cannot be detained as the flow is a combination of snow melt and rainfall and due to the fact that the peak snow melt event may last for a week or two. It should be noted from the Gingery report that "flooding on the streams reported are both snow-melt and rainfall events..." and that "no additional snowmelt is added from the downstream area..." The 100 year discharge reported is not the 100 year snow-melt event in addition to the 100 year rainfall event, but is "the probability of these two sources statistically combined." The Gingery Report - Discharge-Frequency Data Summary is attached to this report as Appendix D.

Conveyance systems for stream channels must be designed to pass the 100 year discharge from the upper portion of the watershed in addition to the 100 year discharge for the drainage area in the lower portion of the watershed (downstream of canyon mouth). Detention may be used to limit discharge rates into the stream channel in the lower portion of the watershed.

The 100 year event discharge from the Lone Pine Canyon mouth is 28 CFS (Gingery Report) and the upper drainage area is approximately 500 acres. The total lower drainage area from the Frontage Road to the canyon mouth is approximately 105 acres and the 100 year event discharge is calculated to be 47 CFS under current developed conditions. Approximately 40 acres of the lower watershed are currently developed with approximately 65 acres undeveloped (see Lower Drainage Area map - Appendix E). The combined 100 year flow for the upper and lower drainage areas is calculated to be 75 CFS (28 CFS + 47 CFS). It should be noted that the LDS Church on Lund Lane and Main Street was required to detain site runoff (0.15 Acre-Foot of detention). Future developments in this drainage area should be required to have detention until the culverts beneath I-15 and the UTA/UPRR corridor are upsized and improved.

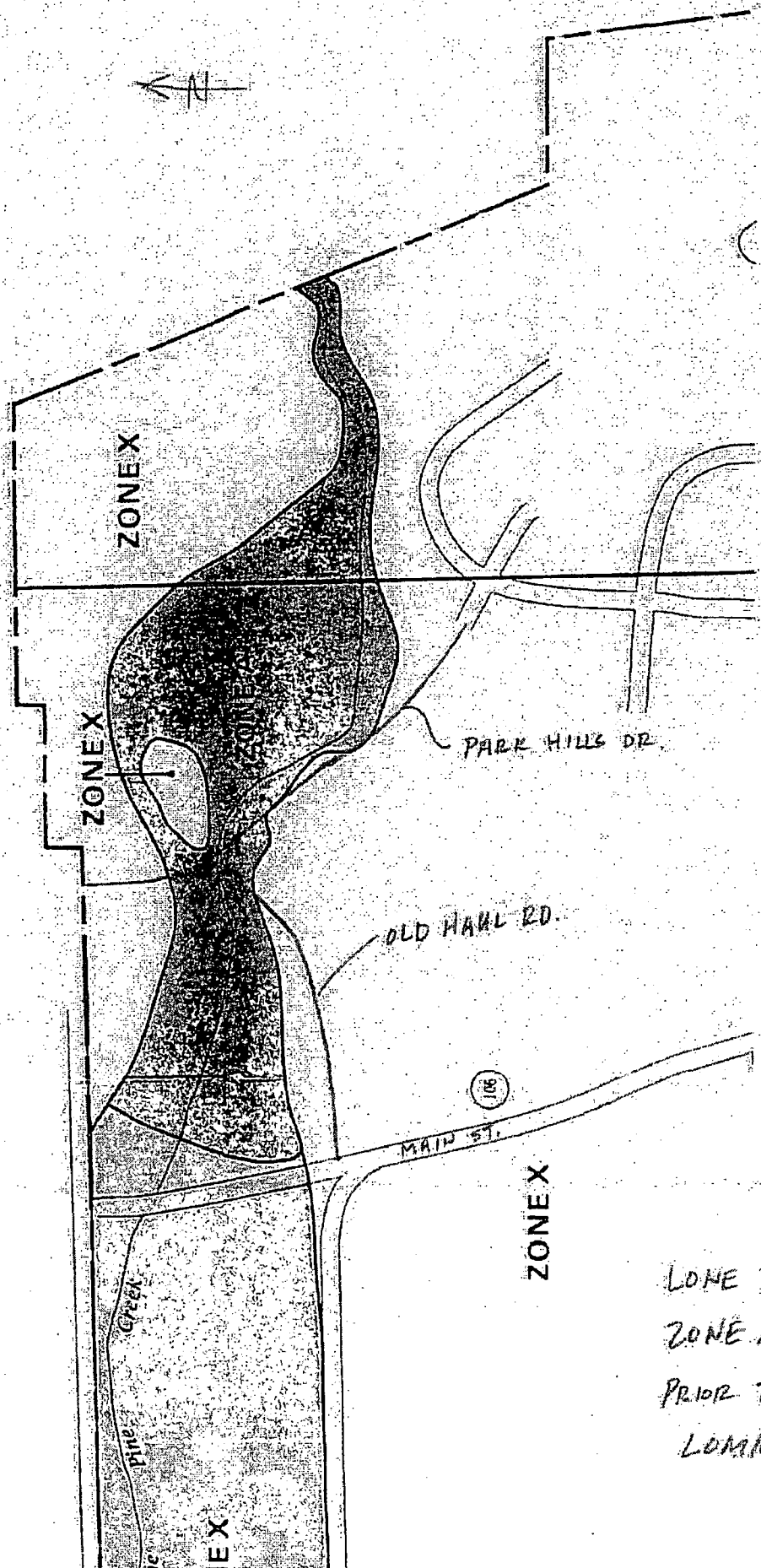
Currently this drainage area has one main trunk line that the developed portion of the area drains into. The main trunk line consists of a 24" diameter system that daylights out of the debris basin in the park and is then open channel to the Freedom Hills Booster Station. It then enters into a 24" diameter system that heads due west from the pump station to Main Street. At Main Street there is an old 15" diameter CMP system with a newer 24" diameter RCP along side it. These systems tie into a new 30" diameter RCP system west of Main Street along the south side of Lund Lane. The 30" system daylights into the open ditch along the south side of Lund Lane and there are several 24" culverts at drive entrance locations along this ditch. At Lund Lane and Frontage Road there is an old 24" CMP system that crosses I-15 and ties into a 12" system beneath the UTA / UPRR corridor. There is another old 24" CMP culvert approximately 400' south of Lund Lane that crosses the Frontage Road and I-15, but does not cross beneath the UTA / UPRR ROW.

The 12" diameter culvert beneath UTA / UPRR will handle about 8 CFS. For illustrative purposes, if only the lower drainage area were needed to be detained and using the 12" diameter culvert as the outlet, approximately 3 Acre-Foot of detention would be needed to handle the 100 year storm for the area as it is currently developed.

III. Conclusion

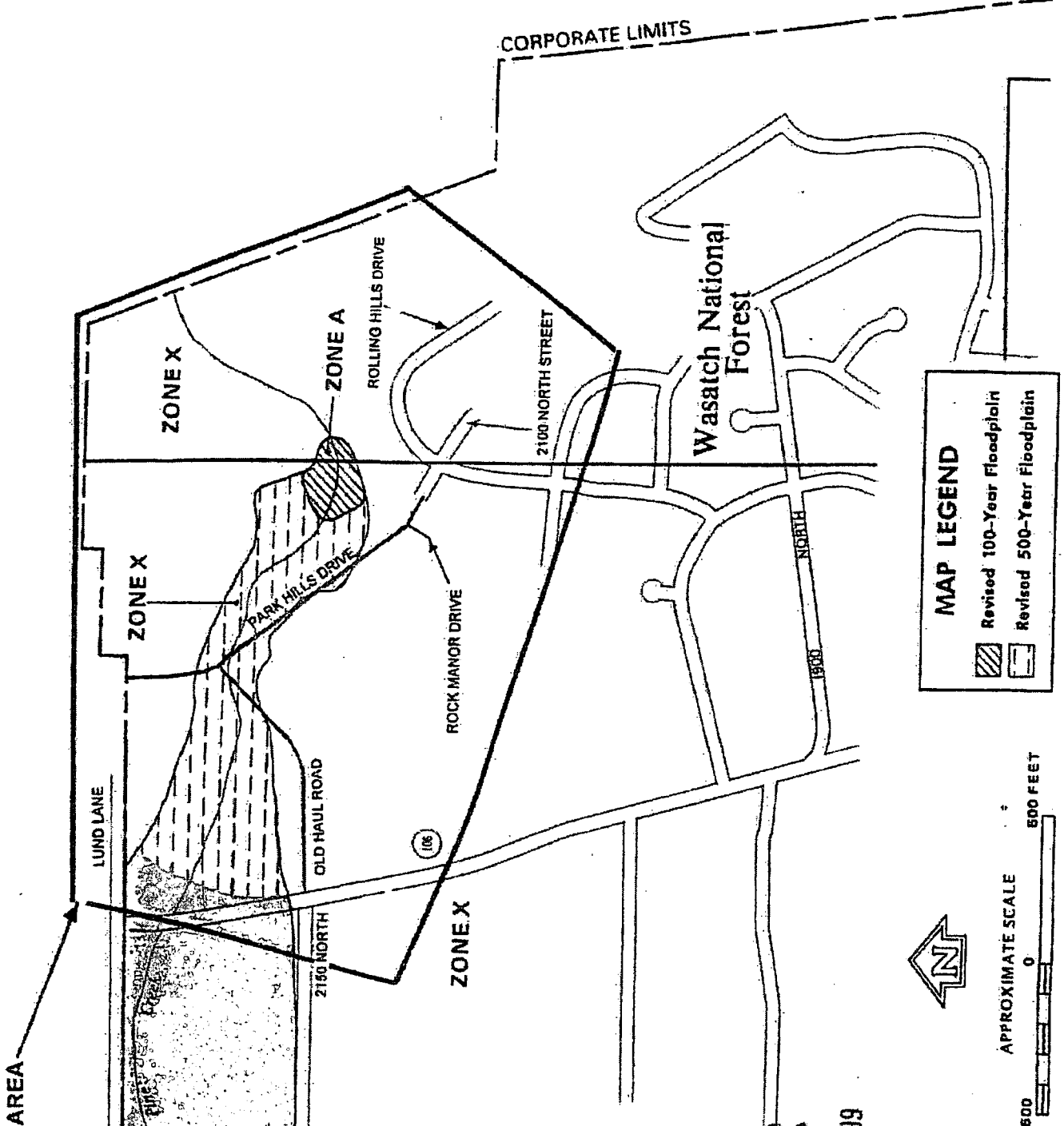
It is clear that the current drainage system is extremely deficient due to the 12" diameter system beneath the UTA / UPRR ROW. If there were at least a 24" diameter system beneath UTA / UPRR, it could handle the 100 year discharge from the upper drainage area and the lower drainage area could possibly be detained. As concluded in the 2007 City Storm Drainage Master Plan a 36" diameter system beneath the Frontage Road, I-15 and UTA / UPRR corridor along with detention along the east side of the Frontage Road is recommended for this drainage area. The 36" diameter system would handle approximately 50 CFS and the remaining discharges could be detained with approximately 2 Acre-Foot of detention along the 1,200 feet of property frontage along the Frontage Road in this drainage area. The future system along the south side of Lund Lane is also scheduled to be a 36" diameter system from the end of the existing 30" diameter system to the Frontage Road.

APPENDIX "A"



LONE PINE CREEK
 ZONE A (UPPER)
 PRIOR TO MAY 1999
 LOMR

APPENDIX "B"



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
CENTERVILLE, UTAH
DAVIS COUNTY

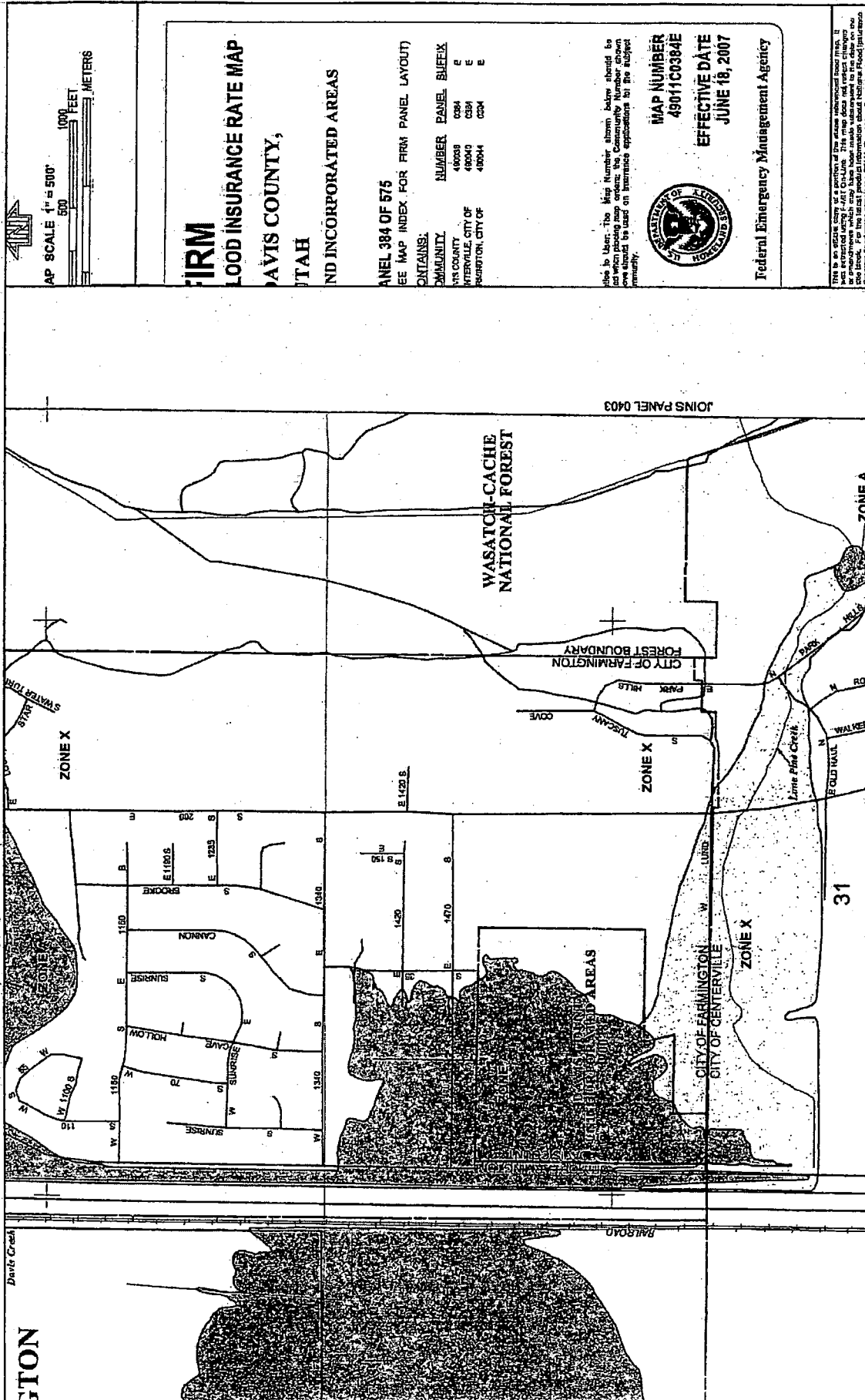
PANEL 1 OF 3
SEE MAP INDEX FOR PANELS NOT PRINTED

REVISED TO REFLECT LOWR

DATED MAY 14 1999
COMMUNITY-PANEL NUMBER
490040 0001 C

MAP REVISED:
FEBRUARY 19, 1992

Federal Emergency Management Agency



MAP SCALE 1" = 500'
500 FEET
1000 FEET
1000 METERS

FIRM FLOOD INSURANCE RATE MAP
FARMINGTON, UTAH
UNINCORPORATED AREAS

PANEL 384 OF 575
SEE MAP INDEX FOR FIRM PANEL LAYOUT

CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
UTAH COUNTY 490038 0384 E
FARMINGTON, CITY OF 490040 0394 E
FARMINGTON, CITY OF 490044 0394 E

Map is shown. The Map Number shown below should be used when passing map orders. The Community Number shown below should be used on insurance applications by the subject property.



MAP NUMBER
49011C0384E
EFFECTIVE DATE
JUNE 18, 2007

Federal Emergency Management Agency

This is an official copy of a portion of the entire unincorporated area maps. It is not intended for use as a flood hazard map. For more information about flood insurance, please contact your insurance agent. For the latest product information about National Flood Insurance Program flood maps, please visit the FEMA website at www.fema.gov

TABLE 7
DISCHARGE-FREQUENCY DATA SUMMARY

STREAM NAME	AFFECTED COMMUNITIES	LOCATION	IDENTIFICATION NUMBER	DRAINAGE AREA (sq. mi.)	DISCHARGES (cfs)			
					10-Yr.	50-Yr.	100-Yr.	500-Yr.
Tributary #1	North Salt Lake	Canyon Mouth	1	0.75			25	
Tributary #2	North Salt Lake	Canyon Mouth	2	1.2			40	
Tributary #3	North Salt Lake	Canyon Mouth	3	1.3			45	
Hooper Canyon	Davis County	Orchard Drive Canyon Mouth	4	1.4	50	120	160	320
			5	1.0	16	25	33	67
North Canyon	Davis County	Orchard Drive Canyon Mouth	6	3.1	60	170	250	550
			7	2.7	40	70	110	225
Mill Creek	West Bountiful	Interstate 15	8	10.9	220	300	310	310
Barton Creek	West Bountiful	Interstate 15	9	7.4	100	230	250	260
Stone Creek	West Bountiful	Interstate 15	10	6.4	50	230	575	1450
Deuel Creek	West Bountiful Centerville	Interstate 15 Canyon Mouth	11	3.4	135	280	360	600
			12	3.1	35	65	110	300
Parrish Creek	Centerville	D&RGW Railroad Canyon Mouth	13	3.3	50	140	220	550
			14	2.1	30	50	70	200
Barnard Creek	Centerville	D&RGW Railroad Canyon Mouth	15	2.0	70	155	220	500
			16	1.4	20	35	50	130
Ricks Creek	Centerville	D&RGW Railroad Canyon Mouth	17	3.1	110	230	300	520
			18	2.5	45	95	150	400
Unnamed Creek (Lone Pine)	Davis County	D&RGW Railroad Canyon Mouth	19	1.4	20	70	110	270
			20	0.78	10	20	28	50

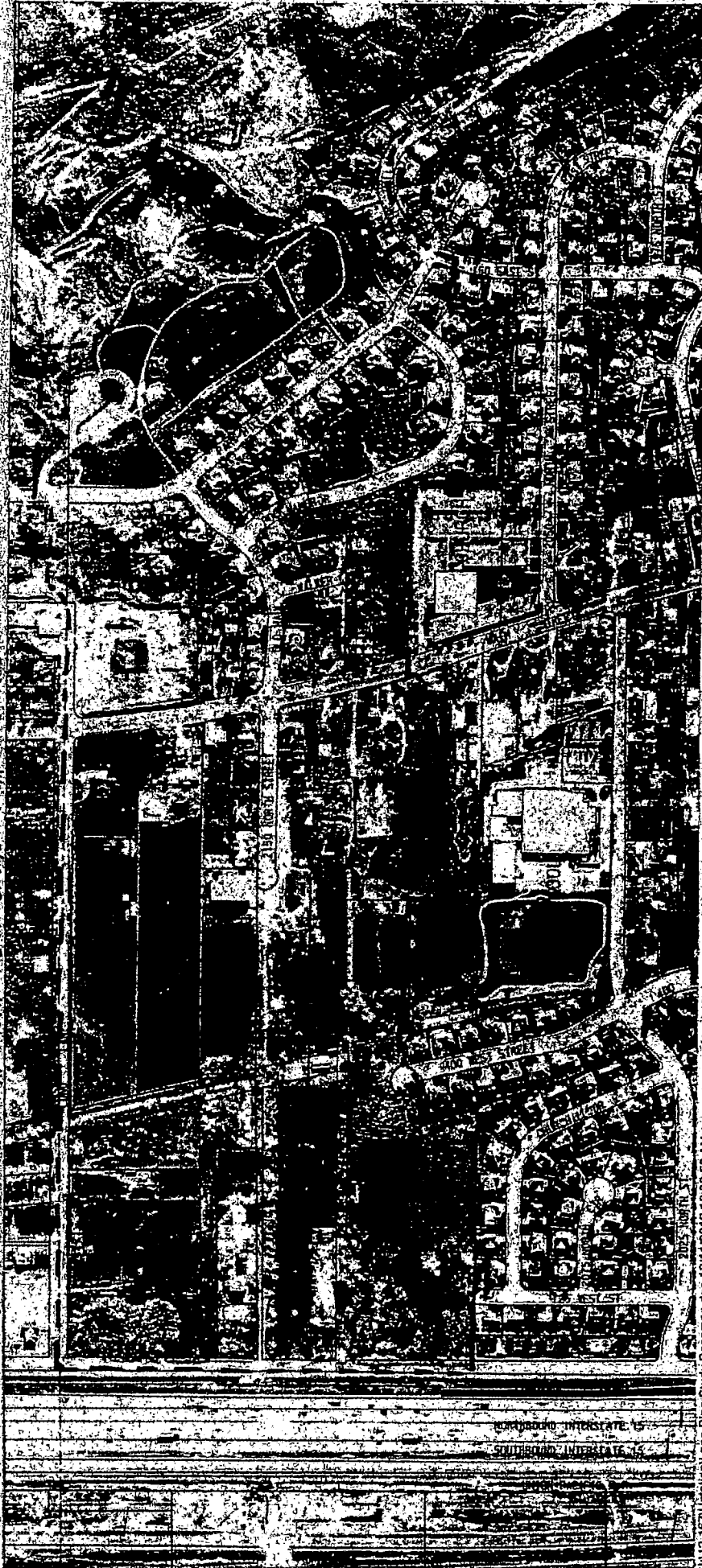
APPENDIX "D"

APPENDIX "E" - LOWER DRAINAGE AREA



1" = 300'

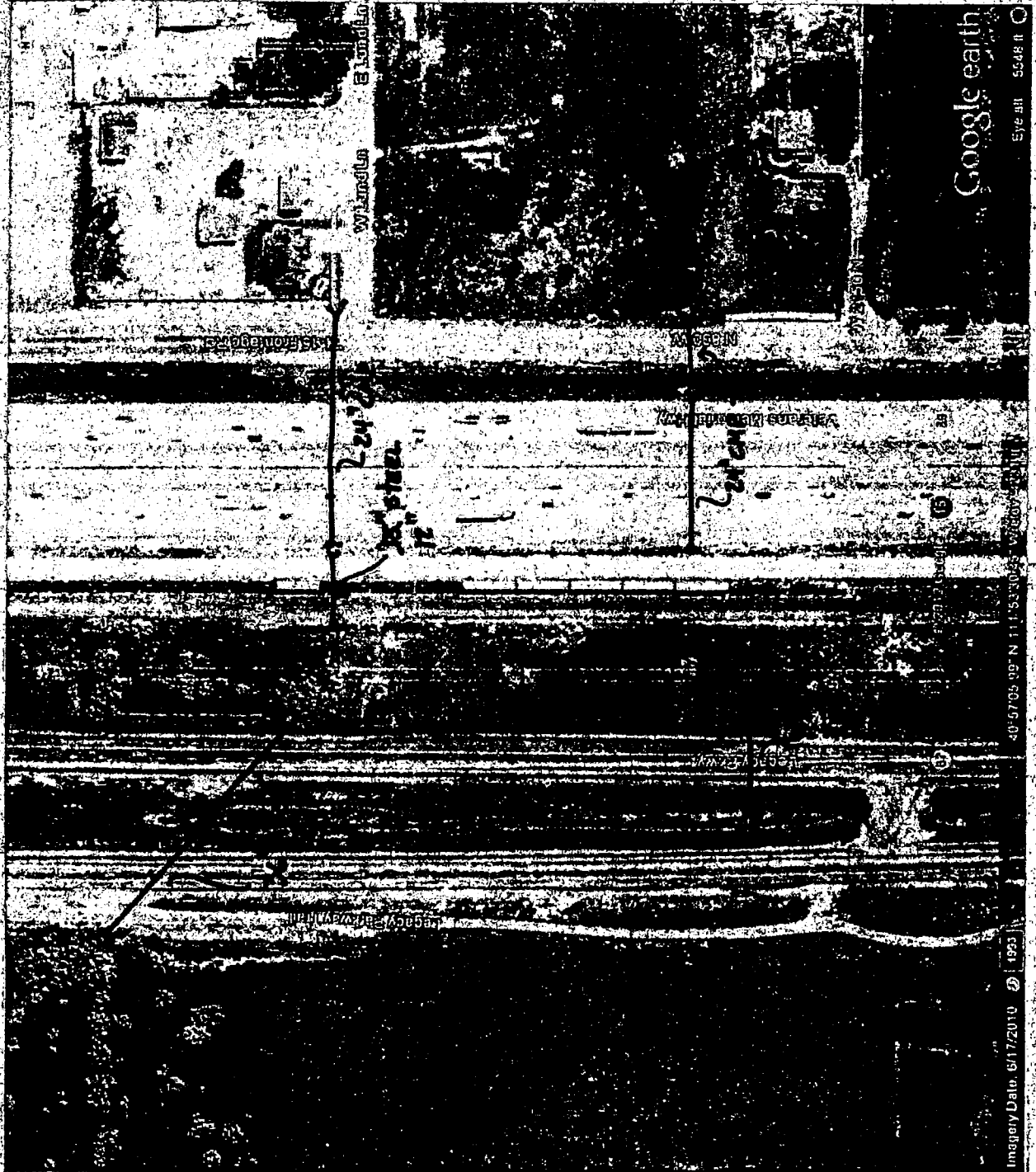
FRONTAGE RD. TO CHAMPAGNE



3112-167\Usation\One Pine Study Base\map-dgn\21172012\10-30-50 AM

DRAINAGE AREA -
Approximately 105 Acres TOTAL
± 40 Acres Residential
± 65 Acres Undeveloped

USE TRAVEL TIME OF 60 MINS
- 100 YR INTENSITY @ 2.00 INCHES / HR
- USE "C" VALUES OF 0.20
DISCHARGE FOR DRAINAGE AREA = 47 CFS




APPENDIX "F"

OUTLETS FOR


LOWE PINE

DRAINAGE AREA

APPENDIX "G"

 ESI ENGINEERING, INC. Consulting Engineers & Land Surveyors 3500 South Main, Suite 206 Salt Lake City, Utah 84115 Phone 263-1752 FAX 263-1780		PROJECT LUND LANE- BORE OF UPRR / UTA		SHEET NO 1 OF 1
		OWNER CENTERVILLE CITY		
		BY: KLC REVIEW:	PROJECT NO. 12-167	
ITEM NO.	ITEM DESCRIPTION	AMOUNTS & UNITS	UNIT PRICE	TOTAL
ENGINEER ESTIMATE FOR 24" DIA. STEEL CASING OF UPRR / UTA AT LUND LANE				
1	Bore Pit	1 LS	\$10,000.00	\$10,000.00
2	Receiving Pit	1 LS	\$5,000.00	\$5,000.00
3	24" Steel (1/2" thick) Casing - Materials	100 LF	\$100.00	\$10,000.00
4	24" Steel Casing - Bore including weld	100 LF	\$450.00	\$45,000.00
5	Rip Rap outlet and ditch tie-in west of UPRR	1 LS	\$2,000.00	\$2,000.00
6	Head-wall structure and tie-in east of UTA on west side of I-15	1 LS	\$5,000.00	\$5,000.00
7	Loop fiber optics as needed	2 Each	\$15,000.00	\$30,000.00
8	UPRR Flaggers	4 Days	\$1,000.00	\$4,000.00
9	UTA Flaggers	4 Days	\$1,000.00	\$4,000.00
10	UPRR Permit	1 LS	\$4,000.00	\$4,000.00
11	UTA Permit	1 LS	\$4,000.00	\$4,000.00
12	Traffic Control on I-15 as needed	1 LS	\$5,000.00	\$5,000.00
13	Mobilization	1 LS	\$10,000.00	\$10,000.00
14	Geotech report as needed	1 LS	\$2,000.00	\$2,000.00
	Subtotal			\$140,000.00
15	Contingencies	12.5%		\$17,500.00
16	Design Engineering	12.5%		\$17,500.00
	TOTAL			\$175,000.00

APPENDIX "H"

 ESI ENGINEERING, INC. Consulting Engineers & Land Surveyors 3500 South Main, Suite 206 Salt Lake City, Utah 84115 Phone: 263-1752 FAX: 263-1780		PROJECT LUND LANE - BORE OF UPRR / UTA		SHEET NO 1 OF 1
		OWNER CENTERVILLE CITY		
		BY: KLC REVIEW:	PROJECT NO. 12-167	
ITEM NO.	ITEM DESCRIPTION	AMOUNTS & UNITS	UNIT PRICE	TOTAL
ENGINEER ESTIMATE FOR 36" DIA. STEEL CASING OF UPRR / UTA AT LUND LANE				
1	Bore Pit	1 LS	\$10,000.00	\$10,000.00
2	Receiving Pit	1 LS	\$5,000.00	\$5,000.00
3	36" Steel (5/8" thick) Casing - Materials	100 LF	\$200.00	\$20,000.00
4	36" Steel Casing - Bore including weld	100 LF	\$650.00	\$65,000.00
5	Rip Rap outlet and ditch tie-in west of UPRR	1 LS	\$2,000.00	\$2,000.00
6	Head-wall structure and tie-in east of UTA on west side of I-15	1 LS	\$5,000.00	\$5,000.00
7	Loop fiber optics as needed	2 Each	\$15,000.00	\$30,000.00
8	UPRR Flaggers	6 Days	\$1,000.00	\$6,000.00
9	UTA Flaggers	6 Days	\$1,000.00	\$6,000.00
10	UPRR Permit	1 LS	\$4,000.00	\$4,000.00
11	UTA Permit	1 LS	\$4,000.00	\$4,000.00
12	Traffic Control on I-15 as needed	1 LS	\$5,000.00	\$5,000.00
13	Mobilization	1 LS	\$10,000.00	\$10,000.00
14	Geo-tech report as needed	1 LS	\$2,000.00	\$2,000.00
	Subtotal			\$174,000.00
15	Contingencies	10%		\$17,400.00
16	Design Engineering	10%		\$17,400.00
	TOTAL			\$208,800.00

APPENDIX "I"

**STANDARD RAINFALL DATA
FOR
CENTERVILLE CITY**

ESI Engineering
10-28-08

FREQUENCY - RETURN PERIOD 100 YRS		
Duration (minutes)	Intensity (inches/hour)	Accumulation (inches)
5	7.68	0.64
10	5.88	0.98
15	4.84	1.21
30	3.26	1.63
60	2.02	2.02
120	1.15	2.29
360	0.43	2.55
720	0.26	3.10
1440	0.16	3.74

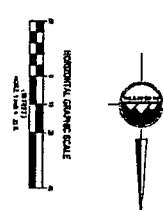
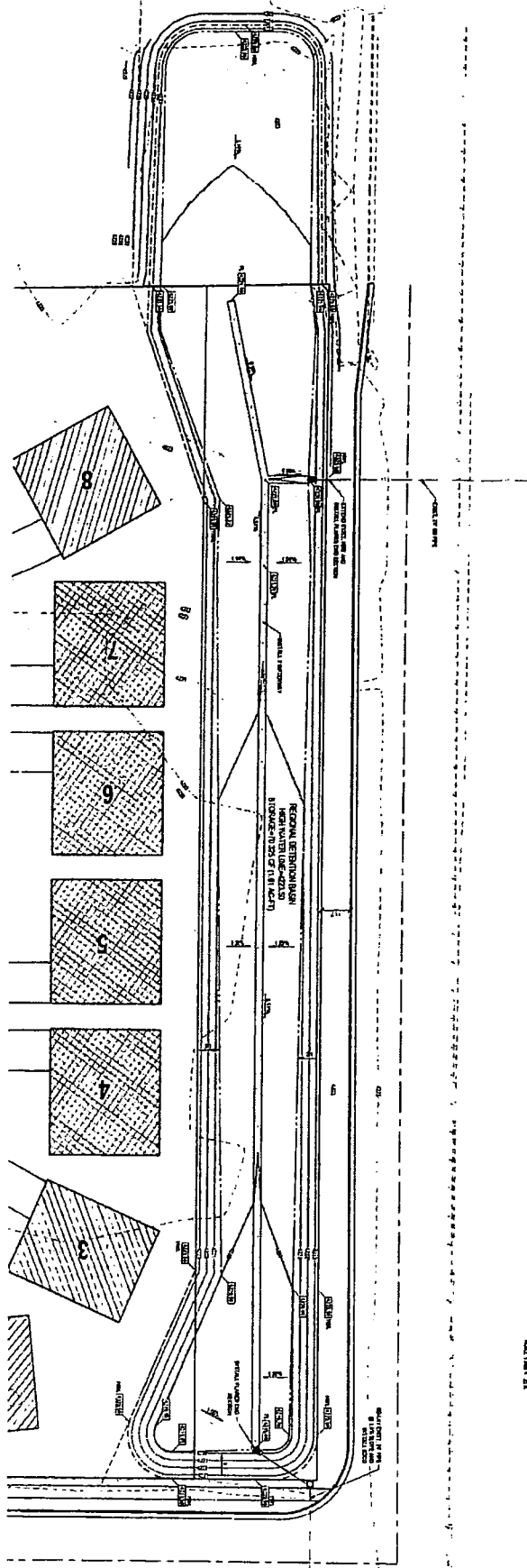
References:

NOAA ATLAS
National Weather Service

EXHIBIT "E"
Conceptual Plan

EXHIBIT "F"

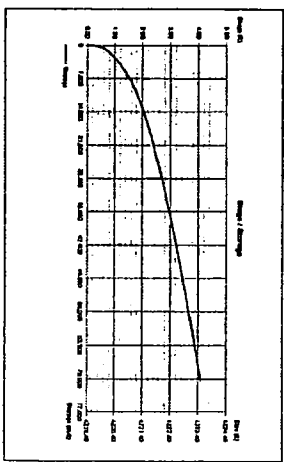
Detention Basin Plans



Pond Report

Project Name: Woods Park Regional Detention
 Project No.: 2731793
 Date: 11/10/09

Basin No.	Basin Area (sq ft)	Basin Volume (cu ft)	Basin Length (ft)	Basin Width (ft)	Basin Depth (ft)
1	10000	100000	100	100	10
2	12000	120000	120	100	10
3	15000	150000	150	100	10
4	18000	180000	180	100	10
5	20000	200000	200	100	10
6	25000	250000	250	100	10
Total	100000	1000000	1000	1000	10



 8411 LAURE CITY 43 W. 3000 S., Suite 300 Sandy, UT 84070 Phone: 435.253.4400 Fax: 435.253.4489	<h2 style="margin: 0;">WOODS PARK</h2> <p style="margin: 0;">CENTERVILLE, UTAH</p>	<p>PROJECT</p> <p>DATE</p> <p>SCALE</p> <p>BY</p> <p>CHECKED</p> <p>APPROVED</p>
<p>REGIONAL DETENTION BASIN DESIGN</p>		
<p>SD-01</p>		