



ENT 63365:2013 PG 1 of 24
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2013 Jul 01 1:43 pm FEE 0.00 BY EO
 RECORDED FOR SPRINGVILLE CITY CORPORATIO

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into as of this 18th day of June, 2013, by and between LOVE’S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation (the “Developer”), having a notice address of 10601 N. Pennsylvania, Oklahoma City, Oklahoma 73120, Attn: Kym Van Dyke (with copy at same address to General Counsel and Director of Legal Services), and SPRINGVILLE CITY, a municipality of the State of Utah (the “City”), having a notice address of 110 South Main, Springville, Utah 84663, Attn: Mayor of Springville City.

RECITALS

- A. Developer owns the real property described on Exhibit A (the “Property”), a portion of which it intends to develop as a Love’s Travel Stop facility, and which Property is generally depicted on the Springville Love’s Subdivision Plat, which has previously been approved by the City and is attached hereto as Exhibit B (the “Subdivision Plat”);
- B. Developer desire to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the “Public Improvements”), including without limitation, water lines, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Property and its intended development (the “Project”), and to ultimately dedicate the Public Improvements to the City;
- C. Developer is willing to design and develop the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City’s general plan, zoning and development regulations, as more fully set forth below. The Project consists of one phase in the form, design, and plan set forth on the Subdivision Plat;
- D. The City, acting pursuant to its authority under Utah Code Annotated, §10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement; and
- E. The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing and the installation, construction and operation of the Public Improvements, all under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated as a part of this Agreement by this reference, and the mutual covenants, conditions and terms as more fully set forth below, Developer and the City agree as follows:

TERMS

THE DEVELOPMENT AGREEMENT DATED FEBRUARY 27, 2013 (RECORDED WITH THE UTAH COUNTY RECORDER ON MAY 8, 2013 AS INSTRUMENT NO. 44812:2013) AND ENTERED INTO BY AND AMONG THE PARTIES AND RICHARDS-CHATTERTON INVESTMENTS, LLC, RELATED TO THE PUBLIC IMPROVEMENTS, IS HEREBY SUPERSEDED AND DEEMED NULL AND VOID. THE PARTIES AGREE TO EXECUTE ANY DOCUMENTATION AS MAY BE REASONABLY NECESSARY TO MEMORIALIZE THE SAME OF RECORD.

1. Plans, Permits and Approvals; Impact Fees.

A. Plans; Revised Plans. At the request of Developer, CLC Associates (the "Developer's Engineer"), has prepared detailed construction plans, drawings and specifications (collectively, the "Construction Plans") for the Public Improvements, which Construction Plans have been approved by the City and are incorporated herein by this reference. The parties acknowledge that since approval of the Subdivision Plat and Construction Plans by the City, the same have been revised per requirements of the Utah Department of Transportation ("UDOT") to provide a "right in-right out" access to and from Frontage Road. Upon final issuance of such revised Subdivision Plat and Construction Plans, the same shall be incorporated as a part of this Agreement by this reference and deemed the "Subdivision Plat" and "Construction Plans" referred to herein. In any event, Developer shall construct the above-referenced Frontage Road improvements in accordance with UDOT standards, in addition to any other requirements hereunder.

B. Permits and Approvals; Documents. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like (collectively, the "Approvals") for performance of the Project and City agrees to cooperate with Developer, as may be necessary, in such efforts. Developer acknowledges that a building permit for the Love's Travel Stop facility will only be issued by the City after the building plans submitted are approved by the City's building official and required fees paid. The construction of the Love's Travel Stop facility and any other buildings that are constructed prior to the completion of all of the Public Improvements shall be done in accordance with Section 2C.

C. Restrictions on Certificates of Occupancy. No temporary or permanent Certificate of Occupancy shall be issued by the City for any building within the Love's Subdivision unless all Public Improvements are installed in accordance with the City Code, the Construction Plans, the City's Standards and Specifications, and all other applicable laws and requirements.

D. Impact Fees. Upon receipt of the Approvals, Developer agrees to pay any "Impact Fees" in accordance with then applicable City requirements, either by direct payment or by receiving a credit equal to amounts reimbursable to Developer under Section 5 (Reimbursable Costs) below.

E. Documents. Developer agrees to provide City with a copy of relevant records and documents relating to the Improvements, as reasonably requested by the City.

2. Manner of Performance.

A. Compliance with Plans and Laws; Exception for Street Trees. Developer shall pursue the Project to completion (the "Work") (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the "City Code"), rules, regulations, and official policies of the City governing the use, density and intensity of the uses of land within the City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within the City. In relation to landscaping under the Construction Plans, if it is determined by the City's arborist (or other qualified professional) that installing the trees required along the streets bordering the Property (the "Street Trees") is inadvisable due to weather conditions, Developer shall pay to the City an amount equal to \$315.00 per Street Tree, as reflected in the Construction Plan's landscape plan. In such event, (1) the City shall be responsible for purchasing, installing and maintaining (for a period of two (2) years from installation) all such

Street Trees, and (b) the Landscaping Security shall be reduced by an amount equal to the cost of the Street Trees plus the estimated cost of two (2) years' of maintenance, in relation thereto.

B. Materials and Labor. Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project as described herein, excluding primary power infrastructure, which is to be provided by the City.

C. Construction of Buildings. The Developer shall construct the Love's Travel Stop facility and any other buildings pursuant to issued building permits and Section 14-5-101 of the City Code. In compliance with Section 14-5-101 of the City Code, the Developer shall do the following:

- a. maintain single ownership of the Love's Subdivision;
- b. at all times maintain appropriate fire and emergency access, as approved by the City;
- c. install all water line systems and hydrants necessary for fire suppression prior to any "vertical" or combustible building construction; and
- d. follow the timeline to install and protect the Public Improvements that is attached as Exhibit "F." The attached timeline ensures that all heavy equipment will not travel on or across any street within the Project, except when:
 - i. the heavy equipment is being used to construct the Public Improvements,
 - ii. the heavy equipment is only traveling along approved designated routes within the streets, as approved by the City,
 - iii. the pavement is installed, or
 - iv. road base is filled to top of lip of gutter with sufficient elevation to accommodate street surface drainage.

In the event that the Developer does not meet the above conditions, the parties agree and acknowledge that all construction pursuant to any issued building permit within the subdivision shall be "red-tagged" and suspended until the Developer comes into compliance with all of the listed conditions. Notwithstanding anything contained herein to the contrary, in the event of a conflict between the requirements of Section 14-5-101 of the City Code and the requirements of this Section 2C, the requirements of Section 14-5-101 shall control.

D. 225 South Street Dedication. The entirety of 225 South Street shall be dedicated to the City in conjunction with the Subdivision Plat recordation with the Utah County Recorder's Office.

E. Security: Bond, LOC and Retainage. Prior to commencement of the Work, and in order to secure its performance hereunder, Developer will furnish to City (i) a performance bond or irrevocable letter of credit (the "Performance Security") in the amount of \$1,969,799.00, being one hundred twenty five percent (125%) of the estimated cost of completion of the Work (as reflected on Exhibit C); and (ii) a performance bond or irrevocable letter of credit (the "Landscaping Security") in regard to the landscaping to be completed for the Project, in the amount of \$185,081.60, being one hundred ten percent (110%) of the estimated cost of completion of the landscaping component of the Work (per a bid provided by B & V Landscape Inc. totaling \$168,256.00). A retainage of not less than ten percent (10%) of the Performance Security and Landscaping

Security shall be held by Developer to repair or otherwise correct any material or workmanship defects in the Public Improvements for a period of one (1) year following acceptance thereof by the City.

F. Timing of Project Work. From the date the Subdivision Plat is recorded with the Utah County Recorder's Office, Developer shall have one (1) year to complete the Public Improvements. In the event that Developer is unable to complete the Public Improvements within one (1) year, Developer may, prior to the expiration of the initial one (1) year period, request an extension of time up to one (1) additional year to install the Public Improvements in accordance with Section 14-5-101 of the City Code. If the Public Improvements are not timely completed, a public hearing will be scheduled by the City to address such delay, in which event, upon reasonable showing and determination that Developer has failed to comply with the terms of this Agreement, the City may use the Performance Security to complete the Work.

G. Insurance. Developer agrees to obtain and maintain general public liability insurance and property damage insurance with the City named as an additional insured, at the rate of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate during construction of the Project.

H. Inspections. Developer shall ensure that all inspections necessary under the City Code are timely requested. Developer understands and agrees that failure to request a proper inspection may result in the removal of Improvements at the sole cost and expense of Developer. The City shall perform inspections as soon as possible and otherwise in good faith following the applicable request in accordance with the City Code.

3. Off-site Work and Additional Fees and Costs.

A. Line Extension. The parties understand that certain off-site improvements to extend the City utilities infrastructure may be needed in order for Developer to commence Work and/or complete the Project and that Developer desires to commence the Project prior to the time City would otherwise install these improvements. Therefore, Developer agrees to install any such off-site improvements to extend City utilities to the Property, at Developer's sole cost. Developer will dedicate these utility improvements to the City (in relation to the Project) after substantial completion of the same in accordance with pertinent plans and City inspection and approval. The City agrees to accept such dedication upon substantial completion of such utility improvements, as contemplated above.

B. North 2200 West Improvements. At the time that any portion of Lot 2 is developed, the developer developing Lot 2 shall be required to extend 2200 West Street and install all public improvements required by the City Code from where 2200 West currently ends to the northern property boundary of Lot 2.

C. Electrical Extension Fees. Developer agrees to pay an electrical extension fee in the amount of seventy-six thousand two-hundred eighty-four and 22/100 dollars (\$76,284.22), as calculated by the City's engineer and reflected on Exhibit E attached hereto.

D. Recording Fees. Developer agrees to pay recording fees of \$256.00 for recordation of the Subdivision Plat in the public land records. It is anticipated that additional recording fees in relation to the Project, which will be the responsibility of Developer, will be thirty dollars (\$30.00) per Vellum and an additional One Dollar (\$1.00) per lot within the Project.

E. Copies. Standard (8.5" x 11" or 11" x 14") photocopies made by the City at the request of Developer shall be charged to the Developer at twenty cents (\$0.20) per sheet. In addition, the City requires one large (24"x36") and one small (11"x17") copy of the recorded Subdivision Plat, to be charged at the rate of four dollars (\$4.00) for large copies and two dollars (\$2.00) for small copies. Developer may request additional copies of the Subdivision Plat, at these rates, for Developer's own use.

4. **Ownership of Improvements; Acceptance and Dedication**. Developer shall retain ownership of Public Improvements constructed for the Project and shall remain solely responsible for all necessary maintenance, repairs and replacements of the Public Improvements prior to final acceptance thereof by the City. Developer agrees that no connections to the Public Improvements shall occur before the City accepts the same, as contemplated herein. City agrees to accept dedication of the Public Improvements upon completion thereof by Developer substantially in accordance with the Plans, the Approvals, and all applicable Land Regulations. Upon such acceptance by the City, (i) Developer shall assign and convey to the City all of Developer's right, title and interest in the Improvements in writing (or shall be deemed to have done so by this writing), (ii) Developer shall have no further interest in the Improvements beyond that inuring to the public in general, and (iii) the City shall maintain and operate the Public Improvements as part of its public systems.

5. **Reimbursable Costs**.

A. Upsized Public Improvements.

(i) Storm Drain Pipeline. The City is requiring the installation of a forty-eight inch (48") storm drain pipeline for a distance of approximately 1,325 feet along the north side of 400 South, while only eighteen inches (18") inches of the storm drain pipeline will service the Property. Therefore, in accordance with the cost estimate of the City's engineer set forth on Exhibit D, the parties agree that the cost of upsizing the storm drain pipeline, as contemplated above, and the amount reimbursable by the City to Developer is seventy-nine thousand five hundred dollars (\$79,500.00).

(ii) Pressurized Irrigation Pipe. The City is requiring the installation of a thirty inch (30") pressurized irrigation pipe, with a thirty inch (30") cap on each end of the pipe, for a distance of approximately 350 feet along the north side of 400 South, while only eight (8) inches of the pressurized irrigation pipeline will service the Property. Therefore, in accordance with the cost estimate of the City's engineer set forth on Exhibit D, the parties agree that the cost of upsizing the pressurized irrigation pipe, as contemplated above, is thirty-six thousand fifty dollars (\$36,050.00).

(iii) Manner of Reimbursement. Developer shall be reimbursed for the storm drain pipeline upsizing cost (as set forth in Section 5(A)(i) above) through a credit towards the storm drain impact fees (addressed generally in Section 1(C) above), which impact fees are expected to exceed the cost of the storm drain upsizing. In the event such impact fees do not exceed the reimbursable amount herein, the remaining balance shall be paid by the City to Developer within thirty (30) days after the City's final acceptance of the Public Improvements. Developer shall be reimbursed for the pressurized irrigation pipe upsizing cost (as set forth in Section 5(A)(ii) above) through a credit towards the pressurized irrigation impact fees (addressed generally in Section 1(C) above), with the remaining balance to be paid by the City to the Developer within thirty (30) days after the City's final acceptance of the Public Improvements.

(iv) **Delay in Performance; No Reimbursement.** If Developer fails to complete the upsizing of the storm drain pipeline and pressurized irrigation pipe in accordance with the timing contemplated in Section 2(D) above (through no responsibility or fault of the City), and fails to request an extension of this Agreement prior to such failure, the City shall be relieved of its obligation to make the relevant reimbursement contemplated in this Section 5.

6. **Water Shares.** In conjunction with but prior to recordation of the Subdivision Plat, Developer will or will cause Richards-Chatterton Investments, LLC to tender to the City one (1) share of Springville Irrigation Company first class water right, or its equivalent, for each acre of the Property in the Project or 13.1 water shares.

7. **Notices.** Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (e.g. FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 7.

8. **Indemnity.** Developer agrees to indemnify and hold City harmless from and against any all claims, demands, actions or liability whatsoever, including reasonable attorney fees, to the extent resulting from (i) any negligent or defective construction of any part of the Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Public Improvements by the City, as contemplated in Section 4 above; and (ii) liens or claims on the Public Improvements by any persons providing materials and/or services related to such Public Improvements on behalf of or at the request of Developer.

9. **Authority and Authorization.** Developer hereby represents and warrants to the City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by Developer, have been duly authorized through property entity action and, upon full execution hereof, this Agreement will be binding on and enforceable against Developer. The City hereby represents and warrants to Developer that the execution and delivery of this Agreement on the part of the City by its Mayor and the performance of the terms hereof by the City, have been duly authorized by the governing body of the City and, upon full execution hereof, this Agreement will be binding on and enforceable against the City.

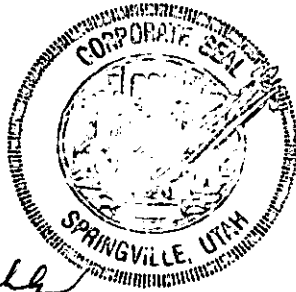
10. **Future Action.** Nothing in the Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project and no such future exercise of the police power will disparately impact Developer in relation to the general public and/or other developers of commercial property in the City or materially alter the terms of this Agreement to the detriment of Developer.

11. **Miscellaneous.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld. This Agreement (including the Exhibits) contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event either party hereto commences legal action against the other to enforce its rights hereunder, the prevailing party in such legal

action shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action. Should any part of this Agreement be declared invalid or unenforceable, the remaining part of the Agreement shall remain valid and enforceable. This Agreement may be executed in any number of counterparts, which may be transmitted originally or electronically, each of which shall be deemed an original and constitute one and the same instrument.

[EXECUTION PAGE(S) AND EXHIBIT S TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.



Attest:

Vivian J. [Signature]
CITY RECORDER

CITY:

SPRINGVILLE CITY

By:

[Signature]
Wilford Clyde, Mayor

DEVELOPER:

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

By:

[Signature]
Name: Dobson Stues
Its: EVP & CFO

EXHIBITS TO BE ATTACHED

- Exhibit A: Legal Description of Property
- Exhibit B: Subdivision Plat
- Exhibit C: Cost Estimate for Project
- Exhibit D: Reimbursable Improvements
- Exhibit E: Electrical Extension Fee
- Exhibit F: Timeline and Map for Improvement Installation

Legal Description of Property

ALL THAT PORTION OF LAND, IN THE CITY OF SPRINGVILLE, UTAH COUNTY, UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE SURVEY MADE BY OLC ASSOCIATES, INC., FILED IN THE COUNTY SURVEYOR'S OFFICE AS RECORD OF SURVEY NO. _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF 400 SOUTH STREET, SAID POINT BEING N00°46'31"W ALONG THE QUARTER SECTION LINE 834.50 FEET, TO THE CENTERLINE OF 400 SOUTH, AND N89°29'52"W ALONG SAID CENTERLINE 1869.29 FEET, AND N00°30'08"E 17.00 FEET, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE N00°20'00"E ALONG A LINE MEASURED 64.00 FEET PERPENDICULAR WEST OF THE EAST LINE OF THE LAND OWNED BY THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT, AS CONVEYED IN THAT CERTAIN WARRANTY DEED, RECORDED AS ENTRY NO. 1995:2001, OFFICIAL RECORDS, A DISTANCE OF 712.62 FEET, TO THE SOUTH LINE OF THAT LAND CONVEYED TO THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 28133, IN BOOK 2629, AT PAGE 359, OFFICIAL RECORDS; THENCE S89°41'00"E ALONG SAID LINE 64.00 FEET, TO THE EAST LINE OF SAID LAND; THENCE N00°20'00"E ALONG SAID LINE AND THE PROLONGATION OF SAID LINE 614.73 FEET, TO THE SOUTH LINE OF THAT LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 26542, IN BOOK 2009, AT PAGE 278, OFFICIAL RECORDS, SAID POINT BEING MARKED BY A FOUND REBAR AND CAP INSCRIBED "ALM SURVEYING"; THENCE S88°45'00"E ALONG SAID LINE 661.49 FEET, TO THE EAST LINE OF THE LAND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 52407, IN BOOK 5074, AT PAGE 761, OFFICIAL RECORDS, WHICH FOLLOWS A FENCE LINE RUNNING TO THE SOUTH, SAID LINE BEING MARKED WITH A FOUND REBAR AND CAP INSCRIBED "RLS 145812", OFFSET TO THE NORTH 1.47 FEET FROM THE CORNER; THENCE S01°08'30"W ALONG SAID LINE 338.13 FEET, SAID POINT BEING MARKED WITH A REBAR AND CAP INSCRIBED "LEI ENGINEERING"; FOUND TO BE 0.12 FEET NORTH AND 0.29 FEET WEST OF THE CORNER; THENCE S00°21'00"W ALONG SAID LINE 305.97 FEET; THENCE S16°29'00"E ALONG SAID LINE 8.04 FEET, TO THE NORTH LINE OF THAT LAND CONVEYED TO JANET W. MCKELL, BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 100665, IN BOOK 4468, AT PAGE 635, AND THAT CERTAIN EQUIT CLAIM DEED RECORDED AS ENTRY NO. 100666, IN BOOK 4468, AT PAGE 638, SAID LINE BEING ESTABLISHED BY THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 100664, IN BOOK 4468, AT PAGE 631, OFFICIAL RECORDS, SAID POINT BEING MARKED WITH A FOUND REBAR AND CAP INSCRIBED "PLS 166406", FOUND TO BE 0.37 FEET WEST OF THE CORNER; THENCE N88°45'00"W ALONG SAID LINE 329.22 FEET, TO THE WEST LINE OF SAID LAND; THENCE S00°20'00"W ALONG SAID LINE 605.42 FEET, TO THE NORTH LINE OF 400 SOUTH STREET, ACCORDING TO THE WARRANTY DEED RECORDED AS ENTRY # 36567:2012; THENCE ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES: 1) S89°45'50"W 86.07 FEET, 2) S00°14'10"E 55.21 FEET, 3) S83°54'30"W 74.30 FEET, AND 4) N89°29'52"W 224.84 FEET, TO THE POINT OF BEGINNING.

CONTAINS 15.88 ACRES, MORE OR LESS.

PLUS:

Exhibit A (Pg. 2 of 3)

Legal Description of PropertyENT ~~4481242813 PG 9 of 21~~

SNELSON ROAD DEDICATION

ALL THAT PORTION OF THE REMAINDER PARCEL, IN THE CITY OF SPRINGVILLE, UTAH COUNTY, UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, OWNED BY KEITH P. SNELSON AND CELIA E. SNELSON TRUSTEES OF THE SNELSON FAMILY TRUST, ACCORDING TO THE SURVEY MADE BY CLC ASSOCIATES, INC., FILED IN THE COUNTY SURVEYOR'S OFFICE AS RECORD OF SURVEY NO. _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID REMAINDER PARCEL, SAID POINT BEING S89°37'53"E 359.72 FEET FROM A FOUND REBAR AND CAP INSCRIBED "LEI ENGINEERING", SAID REBAR AND CAP BEING HELD FOR LINE OF THE NORTH LINE OF SAID PARCEL, SAID POINT BEING N00°16'31"W ALONG THE QUARTER SECTION LINE 834.50 FEET, TO THE CENTERLINE OF 400 SOUTH, AND N89°29'52"W ALONG SAID CENTERLINE 1151.30 FEET, AND N00°30'09"E 983.86 FEET, TO SAID NORTH LINE, AND S89°37'53"E ALONG SAID LINE 361.94 FEET, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE S89°37'53"E 211.48 FEET, ALONG SAID NORTH LINE, TO A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, ON THE WEST LINE OF THE UDOT RIGHT OF WAY, WITH A RADIUS OF 1115.91 FEET, AND A RADIAL BEARING OF S69°15'53"E; THENCE SOUTHWESTERLY ALONG SAID CURVE 58.61 FEET THROUGH A CENTRAL ANGLE OF 3°00'33", TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 28.00 FEET, AND A RADIAL BEARING OF N72°07'37"E; THENCE NORTHWESTERLY 26.80 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°50'44"; THENCE N72°43'07"W 71.67 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 349.50 FEET; THENCE WESTERLY 103.18 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°54'53", TO THE POINT OF BEGINNING.

CONTAINS 0.08 ACRES, MORE OR LESS.

PLUS:

64 FOOT WIDE PARCEL SWAP

ALL THAT PORTION OF THE PARCEL, IN THE CITY OF SPRINGVILLE, UTAH COUNTY, UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, OWNED BY THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT, AS CONVEYED IN THAT CERTAIN WARRANTY DEED, RECORDED AS ENTRY NO.: 1995:2001, OFFICIAL RECORDS, ACCORDING TO THE SURVEY MADE BY CLC ASSOCIATES, INC., FILED IN THE COUNTY SURVEYOR'S OFFICE AS RECORD OF SURVEY NO. _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF 400 SOUTH STREET, SAID POINT BEING N00°16'31"W ALONG THE QUARTER SECTION LINE 834.50 FEET, TO THE CENTERLINE OF 400 SOUTH, AND N89°29'52"W ALONG SAID CENTERLINE 1805.32 FEET, AND N00°30'08"E 17.00 FEET, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE N89°29'52"W ALONG THE NORTH LINE OF SAID STREET 64.00 FEET, TO A LINE MEASURED 64.00 FEET PERPENDICULAR WEST OF THE EAST LINE OF THE LAND OWNED BY THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT, AS CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 1995:2001, OFFICIAL RECORDS; THENCE N00°25'30"E ALONG SAID LINE 712.52 FEET, TO THE SOUTH LINE OF THAT LAND CONVEYED TO THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 28133, IN BOOK 2629, AT PAGE 359, OFFICIAL RECORDS; THENCE S89°41'00"E ALONG SAID LINE 64.00 FEET, TO THE EAST LINE OF THE LAND CONVEYED IN THAT ABOVE REFERENCED WARRANTY DEED RECORDED AS ENTRY NO. 1995:2001, OFFICIAL RECORDS; THENCE S00°20'00"W ALONG SAID LINE 712.73 FEET, TO THE POINT OF BEGINNING.

CONTAINS 1.05 ACRES, MORE OR LESS.

PLUS:

Legal Description of Property

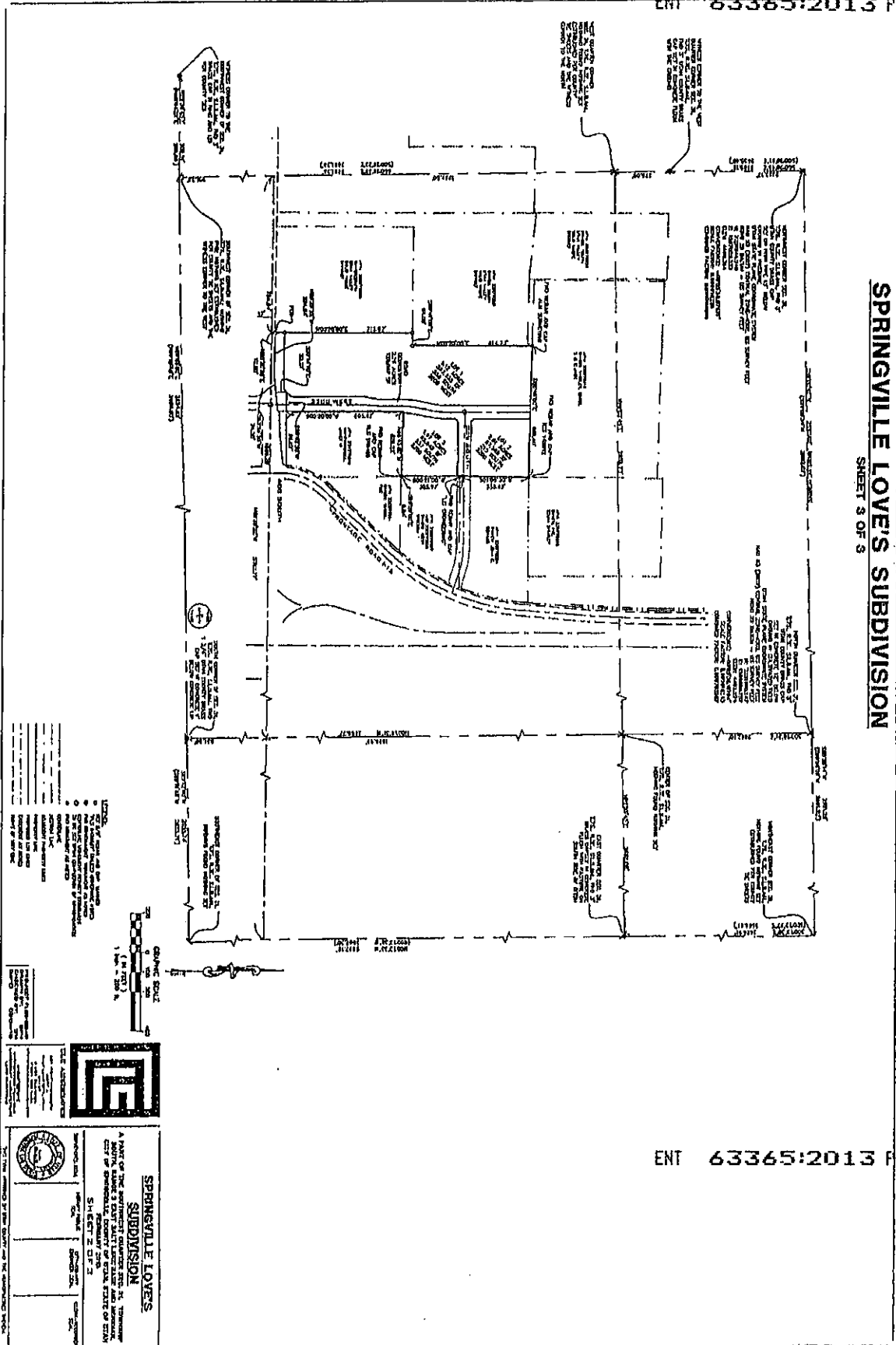
DEHAAS ROAD DEDICATION

ALL THAT PORTION OF THE PARCEL, IN THE CITY OF SPRINGVILLE, UTAH COUNTY, UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, OWNED BY JOHN G. DEHAAS FAMILY L.C., AS CONVEYED IN THAT CERTAIN WARRANTY DEED, RECORDED AS ENTRY NO.: 99208:2006, OFFICIAL RECORDS, ACCORDING TO THE SURVEY MADE BY CLC ASSOCIATES, INC., FILED IN THE COUNTY SURVEYOR'S OFFICE AS RECORD OF SURVEY NO. _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING N89°37'53"W 2.22 FEET FROM A FOUND REBAR AND CAP INSCRIBED "LEI ENGINEERING", SAID REBAR AND CAP BEING HELD FOR LINE OF THE SOUTH LINE OF SAID PARCEL, SAID POINT BEING N00°16'31"W ALONG THE QUARTER SECTION LINE 834.50 FEET, TO THE CENTERLINE OF 400 SOUTH, AND N89°29'52"W ALONG SAID CENTERLINE 1151.30 FEET, AND N00°30'09"E 983.86 FEET, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE ALONG THE WEST LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: 1) N00°21'00"E 13.84 FEET, AND 2) N01°06'30"E 40.16 FEET; THENCE S89°37'53"E 361.43 FEET, TO THE BEGINNING OF A TANGENT CURVE BEING CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 403.50 FEET; THENCE EASTERLY ALONG SAID CURVE 119.11 FEET THROUGH A CENTRAL ANGLE OF 16°54'46"; THENCE S72°43'07"E 80.33 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY 26.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°19'01", TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE TO THE WEST, ON THE WEST LINE OF THE UDOT RIGHT OF WAY, WITH A RADIUS OF 1115.91 FEET, AND A RADIAL BEARING OF S69°18'18"E; THENCE SOUTHERLY ALONG SAID CURVE 20.26 FEET THROUGH A CENTRAL ANGLE OF 1°02'25", TO THE SOUTH LINE OF SAID PARCEL; THENCE N89°37'53"W ALONG SAID SOUTH LINE 573.42 FEET, TO THE POINT OF BEGINNING.

CONTAINS 0.63, ACRES MORE OR LESS.

Subdivision Plat



SPRINGVILLE LOVE'S SUBDIVISION
 SHEET 3 OF 3

- LEGEND**
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SPRINGVILLE LOVE'S SUBDIVISION

A PART OF THE SEVENTH QUARTER AND THE THIRTIETH TOWNSHIP AND THE SEVENTH RANGE OF THE COUNTY OF KANE, STATE OF UTAH

SHEET 3 OF 3

DATE: 10/15/13

BY: JAMES M. LOVE, P.E.

FOR: [Name]

SCALE: AS SHOWN

1/2" = 100'

Cost Estimate for Project

Subdivision Name	Loves Travel Stores	Owner	Date	1/30/2013
Bond () Cash () Letter		Name of Bank	Attn:	
Date of DRC Approval		Address of Bank		

Sewer

Improvement	Quantity	Unit	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Sewer Main	1985	lf	\$ 60.00	\$ 117,900.00		\$ -		\$ -
4" Sewer Manhole	9	ea	\$ 3,000.00	\$ 27,000.00		\$ -		\$ -
8 Inch Sewer Service	282	lf	\$ 30.00	\$ 8,460.00		\$ -		\$ -
Air Test	1985	lf	\$ 0.82	\$ 1,611.30		\$ -		\$ -
Deflection Test	1985	lf	\$ 0.82	\$ 1,611.30		\$ -		\$ -
Jet Cleaning	1985	lf	\$ 0.38	\$ 746.70		\$ -		\$ -
Televiing	1985	lf	\$ 0.65	\$ 1,080.75		\$ -		\$ -
Manhole Vacuum Test	9	ea	\$ 69.00	\$ 621.00		\$ -		\$ -
Concrete MH Collars	9	ea	\$ 350.00	\$ 3,150.00		\$ -		\$ -
Total Sewer				\$ 182,091.05		\$ -		\$ -

Water

Improvement	Quantity	Unit	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Water Main	200	lf	\$ 36.00	\$ 7,200.00		\$ -		\$ -
8 Inch Water Main	180	lf	\$ 40.00	\$ 7,200.00		\$ -		\$ -
10 Inch Water Main	1553	lf	\$ 46.00	\$ 69,895.00		\$ -		\$ -
8 Inch Water Valves	5	ea	\$ 1,300.00	\$ 6,500.00		\$ -		\$ -
10 Inch Water Valves	4	ea	\$ 1,600.00	\$ 6,400.00		\$ -		\$ -
Cncrt Valve Box Collars	13	ea	\$ 300.00	\$ 3,900.00		\$ -		\$ -
1 Inch Water Service	0	ea	\$ 1,035.00	\$ -		\$ -		\$ -
2 Inch Water Service	3	ea	\$ 1,200.00	\$ 3,600.00		\$ -		\$ -
2 Inch Water Blowoff	2	ea	\$ 1,150.00	\$ 2,300.00		\$ -		\$ -
Fire Hydrants Assembly (complete, includes valve)	4	ea	\$ 3,800.00	\$ 15,200.00		\$ -		\$ -
Relocate Exist Fire Hydrant	1	ea	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -
Tracer Wire	1933	lf	\$ 0.46	\$ 869.85		\$ -		\$ -
High Chlorine Test	3	ea	\$ 30.00	\$ 90.00		\$ -		\$ -
Pressure Test	1	ea	\$ 100.00	\$ 100.00		\$ -		\$ -
Bacteria Test	3	ea	\$ 100.00	\$ 300.00		\$ -		\$ -
Total Water				\$ 124,344.85		\$ -		\$ -

Pressurized Irrigation

Improvement	Quantity	Unit	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Main	1677	lf	\$ 36.00	\$ 58,195.00		\$ -		\$ -
30 Inch Main	350	lf	\$ 125.00	\$ 43,750.00		\$ -		\$ -
8 Inch Water Valves	4	ea	\$ 1,000.00	\$ 4,000.00		\$ -		\$ -
30 Inch Butterfly Valve	1	ea	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -
Cncrt Valve Box Collars	5	ea	\$ 300.00	\$ 1,500.00		\$ -		\$ -
2 Inch Irrigation Blowoff	1	ea	\$ 1,085.98	\$ 1,085.98		\$ -		\$ -
1 Inch Service	2	ea	\$ 1,035.00	\$ 2,070.00		\$ -		\$ -
1.5 Inch Double Lateral	3	ea	\$ 1,200.00	\$ 3,600.00		\$ -		\$ -
Tracer Wire	1927	lf	\$ 0.45	\$ 872.93		\$ -		\$ -
Pressure Test	1	ea	\$ 100.00	\$ 100.00		\$ -		\$ -
Total PI				\$ 122,183.91		\$ -		\$ -

Storm Drain

Improvement	Quantity	Unit	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
16 Inch Drain (HDPE)	1085	lf	\$ 66.00	\$ 69,675.00		\$ -		\$ -
18 Inch Drain (RCP)	185	lf	\$ 70.00	\$ 12,950.00		\$ -		\$ -
24 Inch Drain (RCP)	885	lf	\$ 80.00	\$ 70,800.00		\$ -		\$ -
48 Inch Drain (RCP)	1325	lf	\$ 130.00	\$ 172,250.00		\$ -		\$ -
60" Storm Drain Manhole	10	ea	\$ 3,200.00	\$ 32,000.00		\$ -		\$ -
72" Storm Drain Manhole	5	ea	\$ 4,800.00	\$ 24,000.00		\$ -		\$ -
48" Sump	11	ea	\$ 2,200.00	\$ 24,200.00		\$ -		\$ -
Storm Inlet Box (2x3x4)	14	ea	\$ 1,850.00	\$ 25,900.00		\$ -		\$ -
Pre-Treatment Storm Inlet Box	1	ea	\$ 4,200.00	\$ 4,200.00		\$ -		\$ -
Televiing	2166	lf	\$ 0.66	\$ 1,185.26		\$ -		\$ -
Total Storm				\$ 427,100.26		\$ -		\$ -

Cost Estimate for Project

Streets

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Clear & Grub	6,077	qu/yc \$ 1.25	\$ 6,346.83		\$ -		\$ -
8" Asphalt	79,705	sf \$ 3.60	\$ 287,298.67		\$ -		\$ -
Street - 8" Road Base	79,705	sf \$ 1.00	\$ 79,705.00		\$ -		\$ -
16" Imported Fill	79,705	sf \$ 2.08	\$ 164,391.66		\$ -		\$ -
30" Curb & Gutter (Includes road base)	3,970	lf \$ 22.00	\$ 87,340.00		\$ -		\$ -
6" Cross Gutter (Includes road base)	600	sf \$ 8.00	\$ 4,800.00		\$ -		\$ -
6" Sidewalk (Includes road base)	14,635	sf \$ 6.00	\$ 87,210.00		\$ -		\$ -
Pedestrian ADA Ramp	11	ea \$ 1,500.00	\$ 16,500.00		\$ -		\$ -
1" Overlay	0	sf \$ 0.65	\$ -		\$ -		\$ -
Survey Monuments	3	ea \$ 500.00	\$ 1,500.00		\$ -		\$ -
Total Streets			\$ 735,089.07		\$ -		\$ -

Electric, Landscaping & Misc.

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
SWPPP/Erosion Control	1	ls \$ 5,000.00	\$ 5,000.00		\$ -		\$ -
Detention Pond		cy \$ 14.00	\$ -		\$ -		\$ -
Total Other			\$ 5,000.00		\$ -		\$ -
Totals			\$ 1,575,839.13		\$ -		\$ -

Percent Complete						0%
Percent Release						0%
Total Release						\$ -

1st Release	
2nd Release	
3rd Release	
4th Release	
Total	\$ -

15% Contingency	\$ 236,375.87				\$ -
10% Warranty	\$ 157,583.91				\$ -
Totals	\$ 1,089,799.91				\$ -

Less Prior Draws	\$0.00
Amount Due This Draw	\$ -

Remaining Balance \$ 1,089,799.91

Street Signs	Each	Total
9	\$ 200.00	\$ 1,800.00
Inspection Fees		\$ 2,085.00
As-Built Fee		\$ 2,000.00

Signatures:

Bradley D. Stapley -PW Admin

Jeffrey L. Anderson - City Engineer

Paul Curtis - PW Inspector

Date:

Developer:

Reimbursable Improvements

Project: Loves Travel Stops & Country Stores
 Developer: Love's
 Date: 3/23/2010
 Prepared By: Jeff Anderson, City Engineer
 Revised: 1/28/2013

Pipeline	Utility	Line Size per Plans	Minimum Line Size	Zone	Length (ft)	Material	Unit Cost	Min Size Unit Cost	Upsize Cost	
	Storm Water	48" RCP	18" RCP	Commercial	1325	Concrete	\$ 130.00	\$ 70.00	\$ 79,500	
	*Secondary Water	30"	8"	Commercial	350	C-905	\$ 125.00	\$ 22.00	\$ 36,050	
Total							\$		\$	115,550

REVISED BY CLC PER EXHIBIT C UNIT PRICES

Exhibit E

Electrical Extension Fee

PROJECT FEE ESTIMATE		DATE:	11/26/2012			
PROJECT NAME:		LOVES TRUCK STOP				
DISTRIBUTION MATERIAL COSTS:						
MATERIAL	QUANTITY	COST	EXTENDED			
750 KVA PADMOUNT TRANSFORMER	1	\$13,326.00	\$13,326.00			
25 KVA PADMOUNT TRANSFORMER	1	\$1,080.00	\$1,080.00			
TRANSFORMER GROUND SLEEVE	1	\$207.00	\$207.00			
TRANSFORMER TANK GROUND	12	\$2.78	\$33.36			
TRANSFORMER BUS BAR	3	\$34.00	\$102.00			
4/0 PRIMARY WIRE - KERITE	7905	\$2.60	\$19,782.60			
#2 SECONDARY WIRE	2370	\$0.65	\$1,540.50	QUOTED #2 URD TRIPLEX		
PRIMARY SECTIONALIZER (PJ BOX)	8	\$380.00	\$3,040.00			
SECTIONALIZER GROUND SLEEVE	8	\$336.00	\$2,688.00			
4 PORT JUNCTION	10	\$115.00	\$1,150.00			
SECONDARY JUNCTION BOX	6	\$95.00	\$570.00			
4/0 ELBOW TERMINATION	35	\$28.60	\$997.50			
INSULATED PROTECTIVE CAP (200 amp)	31	\$28.25	\$877.75			
SECONDARY STREET LIGHT BOX	6	\$95.00	\$570.00			
COMPLETE STREET LIGHT (80 PACK LED)	6	\$1,020.00	\$6,120.00			
8 KV ELBOW ARRESTER	8	\$60.00	\$480.00			
GROUND ROD W/ CLAMP	8	\$13.00	\$104.00			
#2 COPPER GROUND WIRE	80	\$1.10	\$88.00			
20 H SPLIT BOLT	21	\$4.00	\$84.00			
POLYWATER LUBE PULL	4	\$21.00	\$84.00			
3M BLACK ELECTRICAL TAPE	15	\$3.00	\$45.00			
PHASE COLORED ELECTRICAL TAPE	3	\$3.00	\$9.00			
3 WAY SQUID CONNECTORS	18	\$8.40	\$151.20			
#10 THHN	600	\$0.15	\$90.00	PER CODALE		
MISC. PARTS & SUPPLIES	1	\$250.00	\$250.00			
		MATERIAL TOTAL	\$87,009.29			
	HOURS	RATE				
EQUIPMENT						
FOREMAN SERVICE TRUCK (DAY RATE)	1	\$125.00	\$600.00			
SERVICE BUCKET TRUCK		\$60.00	\$0.00			
LINE TRUCK (DAY RATE)	2	\$300.00	\$600.00			
BUCKET TRUCK (DAY RATE)	4	\$75.00	\$300.00			
DUMP-FLAT BED		\$36.00	\$0.00			
SINGLE REEL TRAILER		\$18.00	\$0.00			
THREE REEL TRAILER (DAY RATE)	1	\$135.00	\$135.00			
FLAT BED TRAILER (DAY RATE)		\$135.00	\$0.00			
CABLE PULLER (DAY RATE)	1	\$225.00	\$225.00			
BACKHOE/LOADER		\$75.00	\$0.00			
LABOR						
LINECREW SUPERVISOR	40	\$52.65	\$2,106.00			
POWER LINE TECHNICIAN-JOURNEY	160	\$46.65	\$7,464.00			
POWER LINE TECHNICIAN-APPRENTICE		\$33.85	\$0.00			
QUOTE, DESIGN, AND INSPECTION	6	\$65.00	\$390.00			
		LABOR AND EQUIPMENT TOTAL	\$11,340.00			
		SUB TOTAL MATERIALS, LABOR, EQUIPMENT	\$99,349.29			
		10% Contingency as per Resolution 07-12	\$9,934.93			
		TOTAL ESTIMATED INSTALLATION COSTS	\$109,284.22			

ALL THAT PORTION OF LAND, IN THE CITY OF SPRINGVILLE, UTAH COUNTY, UTAH, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE SURVEY MADE BY CLC ASSOCIATES, INC., FILED IN THE COUNTY SURVEYOR'S OFFICE AS RECORD OF SURVEY NO. _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF 400 SOUTH STREET, SAID POINT BEING N00°16'31"W ALONG THE QUARTER SECTION LINE 834.50 FEET, TO THE CENTERLINE OF 400 SOUTH, AND N89°29'52"W ALONG SAID CENTERLINE 1869.29 FEET, AND N00°30'08"E 17.00 FEET, FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE N00°20'00"E ALONG A LINE MEASURED 64.00 FEET PERPENDICULAR WEST OF THE EAST LINE OF THE LAND OWNED BY THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT, AS CONVEYED IN THAT CERTAIN WARRANTY DEED, RECORDED AS ENTRY NO. 1995:2001, OFFICIAL RECORDS, A DISTANCE OF 712.52 FEET, TO THE SOUTH LINE OF THAT LAND CONVEYED TO THE SOUTH UTAH VALLEY SOLID WASTE DISTRICT IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 28133, IN BOOK 2629, AT PAGE 358, OFFICIAL RECORDS; THENCE S89°41'00"E ALONG SAID LINE 64.00 FEET, TO THE EAST LINE OF SAID LAND; THENCE N00°20'00"E ALONG SAID LINE AND THE PROLONGATION OF SAID LINE 614.73 FEET, TO THE SOUTH LINE OF THAT LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 26542, IN BOOK 2009, AT PAGE 278, OFFICIAL RECORDS, SAID POINT BEING MARKED BY A FOUND REBAR AND CAP INSCRIBED "ALM SURVEYING"; THENCE S88°45'00"E ALONG SAID LINE 661.49 FEET, TO THE EAST LINE OF THE LAND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 52407, IN BOOK 5074, AT PAGE 761, OFFICIAL RECORDS, WHICH FOLLOWS A FENCE LINE RUNNING TO THE SOUTH, SAID LINE BEING MARKED WITH A FOUND REBAR AND CAP INSCRIBED "RLS 145812", OFFSET TO THE NORTH 1.47 FEET FROM THE CORNER; THENCE S01°08'30"W ALONG SAID LINE 338.13 FEET, SAID POINT BEING MARKED WITH A REBAR AND CAP INSCRIBED "LEI ENGINEERING", FOUND TO BE 0.12 FEET NORTH AND 0.29 FEET WEST OF THE CORNER; THENCE S00°21'00"W ALONG SAID LINE 305.97 FEET; THENCE S16°29'00"E ALONG SAID LINE 9.04 FEET, TO THE NORTH LINE OF THAT LAND CONVEYED TO JANET W. MCKELL, BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 100865, IN BOOK 4488, AT PAGE 635, AND THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NO. 100866, IN BOOK 4488, AT PAGE 638, SAID LINE BEING ESTABLISHED BY THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 100864, IN BOOK 4488, AT PAGE 631, OFFICIAL RECORDS, SAID POINT BEING MARKED WITH A FOUND REBAR AND CAP INSCRIBED "PLS 166408", FOUND TO BE 0.37 FEET WEST OF THE CORNER; THENCE N88°45'00"W ALONG SAID LINE 329.22 FEET, TO THE WEST LINE OF SAID LAND; THENCE S00°20'00"W ALONG SAID LINE 605.42 FEET, TO THE NORTH LINE OF 400 SOUTH STREET, ACCORDING TO THE WARRANTY DEED RECORDED AS ENTRY # 36567:2012; THENCE ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES: 1) S89°45'50"W 96.07 FEET, 2) S00°14'10"E 55.21 FEET, 3) S83°54'30"W 74.30 FEET, AND 4) N89°29'52"W 224.84 FEET, TO THE POINT OF BEGINNING.

CONTAINS 15.86 ACRES, MORE OR LESS.

Subdivision Name	Loves Travel Stores	Owner	Date	1/30/2013
Bond () Cash () Letter		Name of Bank	Attn:	
Date of DRC Approval		Address of Bank		

Sewer

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Sewer Main	1986	lf	\$ 60.00	\$ 117,900.00		\$ -		\$ -
4' Sewer Manhole	0	ea	\$ 3,000.00	\$ 27,000.00		\$ -		\$ -
8 Inch Sewer Service	292	lf	\$ 30.00	\$ 8,460.00		\$ -		\$ -
Air Test	1986	lf	\$ 0.82	\$ 1,611.30		\$ -		\$ -
Deflection Test	1986	lf	\$ 0.82	\$ 1,611.30		\$ -		\$ -
Jet Cleaning	1986	lf	\$ 0.38	\$ 746.70		\$ -		\$ -
Televising	1986	lf	\$ 0.56	\$ 1,080.75		\$ -		\$ -
Manhole Vacuum Test	9	ea	\$ 69.00	\$ 631.00		\$ -		\$ -
Concrete MH Collars	9	ea	\$ 350.00	\$ 3,160.00		\$ -		\$ -
Total Sewer				\$ 182,091.05		\$ -		\$ -

Water

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Water Main	200	lf	\$ 35.00	\$ 7,000.00		\$ -		\$ -
8 Inch Water Main	180	lf	\$ 40.00	\$ 7,200.00		\$ -		\$ -
10 Inch Water Main	1683	lf	\$ 46.00	\$ 69,885.00		\$ -		\$ -
8 Inch Water Valves	5	ea	\$ 1,300.00	\$ 6,600.00		\$ -		\$ -
10 Inch Water Valves	4	ea	\$ 1,600.00	\$ 6,400.00		\$ -		\$ -
Cncret Valve Box Collars	13	ea	\$ 300.00	\$ 3,900.00		\$ -		\$ -
1 Inch Water Service	0	ea	\$ 1,035.00	\$ -		\$ -		\$ -
2 Inch Water Service	3	ea	\$ 1,200.00	\$ 3,600.00		\$ -		\$ -
2 Inch Water Blowoff	2	ea	\$ 1,150.00	\$ 2,300.00		\$ -		\$ -
Fire Hydrants Assembly (complete, Inlcludes valve)	4	ea	\$ 3,800.00	\$ 15,200.00		\$ -		\$ -
Relocate Exlstr Fire Hydrant	1	ea	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -
Tracer Wire	1933	lf	\$ 0.45	\$ 869.85		\$ -		\$ -
High Chlorine Test	3	ea	\$ 30.00	\$ 90.00		\$ -		\$ -
Pressure Test	1	sc	\$ 100.00	\$ 100.00		\$ -		\$ -
Bacteria Test	3	ea	\$ 100.00	\$ 300.00		\$ -		\$ -
Total Water				\$ 124,344.85		\$ -		\$ -

Pressurized Irrigation

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Main	1577	lf	\$ 35.00	\$ 55,195.00		\$ -		\$ -
30 Inch Main	350	lf	\$ 125.00	\$ 43,750.00		\$ -		\$ -
8 Inch Water Valves	4	ea	\$ 1,000.00	\$ 4,000.00		\$ -		\$ -
30 Inch Butterfly Valve	1	ea	\$ 10,000.00	\$ 10,000.00		\$ -		\$ -
Cncret Valve Box Collars	5	ea	\$ 300.00	\$ 1,600.00		\$ -		\$ -
2 Inch Irrigation Blowoff	1	ea	\$ 1,065.98	\$ 1,065.98		\$ -		\$ -
1 Inch Service	2	ea	\$ 1,035.00	\$ 2,070.00		\$ -		\$ -
1.5 Inch Double Lateral	3	ea	\$ 1,200.00	\$ 3,600.00		\$ -		\$ -
Tracer Wire	1927	lf	\$ 0.45	\$ 872.93		\$ -		\$ -
Pressure Test	1	sc	\$ 100.00	\$ 100.00		\$ -		\$ -
Total PI				\$ 122,163.91		\$ -		\$ -

Storm Drain

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
16 Inch Drain (HDPE)	1085	lf	\$ 65.00	\$ 69,975.00		\$ -		\$ -
18 Inch Drain (RCP)	185	lf	\$ 70.00	\$ 12,960.00		\$ -		\$ -
24 Inch Drain (RCP)	885	lf	\$ 80.00	\$ 70,800.00		\$ -		\$ -
48 Inch Drain (RCP)	1326	lf	\$ 130.00	\$ 172,260.00		\$ -		\$ -
60" Storm Drain Manhole	10	ea	\$ 3,200.00	\$ 32,000.00		\$ -		\$ -
72" Storm Drain Manhole	5	ea	\$ 4,800.00	\$ 24,000.00		\$ -		\$ -
48" Sump	11	ea	\$ 2,200.00	\$ 24,200.00		\$ -		\$ -
Storm Inlet Box (2x3x4)	14	ea	\$ 1,850.00	\$ 25,900.00		\$ -		\$ -
Pre-Treatment Storm Inlet Box	1	ea	\$ 4,200.00	\$ 4,200.00		\$ -		\$ -
Televising	2155	lf	\$ 0.66	\$ 1,195.25		\$ -		\$ -
Total Storm				\$ 427,160.25		\$ -		\$ -

Project: Loves Travel Stops & Country Stores
 Developer: Love's
 Date: 3/23/2010
 Prepared By: Jeff Anderson, City Engineer
 Revised: 1/28/2013

Utility	Line Size per Plans	Minimum Line Size	Zone	Length (ft)	Material	Unit Cost	Min Size Unit Cost	Upsize Cost
Storm Water	48" RCP	18" RCP	Commercial	1325	Concrete	\$ 130.00	\$ 70.00	\$ 79,500
Secondary Water	30"	8"	Commercial	350	C-905	\$ 125.00	\$ 22.00	\$ 36,050
Total						\$		\$ 115,550

REVISED BY CLC PER EXHIBIT C UNIT PRICES

PROJECT FEE ESTIMATE		DATE:	11/28/2012			
PROJECT NAME:		LOVES TRUCK STOP				
DISTRIBUTION MATERIAL COSTS:						
MATERIAL	QUANTITY	COST	EXTENDED			
760 KVA PADMOUNT TRANSFORMER	1	\$13,325.00	\$13,325.00			
25 KVA PADMOUNT TRANSFORMER	1	\$1,800.00	\$1,800.00			
TRANSFORMER GROUND SLEEVE	1	\$207.00	\$207.00			
TRANSFORMER TANK GROUND	12	\$2.78	\$33.36			
TRANSFORMER BUS BAR	3	\$34.00	\$102.00			
4/0 PRIMARY WIRE - KERITE	7905	\$2.60	\$19,782.00			
#2 SECONDARY WIRE	2370	\$0.68	\$1,610.60	QUOTED #2 URD TRIPLEX		
PRIMARY SECTIONALIZER (PJ BOX)	6	\$500.00	\$3,300.00			
SECTIONALIZER GROUND SLEEVE	6	\$305.00	\$1,830.00			
4 PORT JUNCTION	18	\$116.00	\$2,070.00			
SECONDARY JUNCTION BOX	6	\$95.00	\$570.00			
4/0 ELBOW TERMINATION	35	\$28.50	\$997.50			
INSULATED PROTECTIVE CAP (200 amp)	31	\$22.28	\$690.78			
SECONDARY STREET LIGHT BOX	6	\$95.00	\$570.00			
COMPLETE STREET LIGHT (80 PACK LED)	6	\$1,020.00	\$6,120.00			
9 KV ELBOW ARRESTER	6	\$60.00	\$360.00			
GROUND ROD W/ CLAMP	6	\$13.00	\$78.00			
#2 COPPER GROUND WIRE	60	\$1.10	\$66.00			
20 H SPLIT BOLT	21	\$4.89	\$102.48			
POLYWATER LUBE PULL	4	\$21.00	\$84.00			
3M BLACK ELECTRICAL TAPE	15	\$3.00	\$45.00			
PHASE COLORED ELECTRICAL TAPE	3	\$3.00	\$9.00			
3 WAY SQUID CONNECTORS	18	\$9.40	\$169.20			
#10 THHN	600	\$0.18	\$108.00	PER CODALE		
MISC. PARTS & SUPPLIES	1	\$250.00	\$250.00			
		MATERIAL TOTAL	\$67,800.20			
	HOURS	RATE				
EQUIPMENT						
FOREMAN SERVICE TRUCK (DAY RATE)	4	\$125.00	\$500.00			
SERVICE BUCKET TRUCK		\$60.00	\$0.00			
LINE TRUCK (DAY RATE)	2	\$300.00	\$600.00			
BUCKET TRUCK (DAY RATE)	4	\$75.00	\$300.00			
DUMP-FLAT BED		\$30.00	\$0.00			
SINGLE REEL TRAILER		\$10.00	\$0.00			
THREE REEL TRAILER (DAY RATE)	1	\$135.00	\$135.00			
FLAT BED TRAILER (DAY RATE)		\$135.00	\$0.00			
CABLE PULLER (DAY RATE)	1	\$225.00	\$225.00			
BACKHOE/LOADER		\$75.00	\$0.00			
LABOR						
LINECREW SUPERVISOR	40	\$62.55	\$2,102.00			
POWER LINE TECHNICIAN-JOURNEY	160	\$46.05	\$7,368.00			
POWER LINE TECHNICIAN-APPRENTICE		\$33.86	\$0.00			
QUOTE, DESIGN, AND INSPECTION	6	\$50.00	\$300.00			
		LABOR AND EQUIPMENT TOTAL	\$11,640.00			
		SUB TOTAL MATERIALS, LABOR, EQUIPMENT	\$89,340.20			
		10% Contingency as per Resolution 07-12	\$8,934.02			
		TOTAL ESTIMATED INSTALLATION COSTS	\$70,204.22			

EXHIBIT F

TO

DEVELOPMENT AGREEMENT

AS A SINGLE-PHASE PROJECT, IT IS INTENDED THAT ALL PUBLIC AND SITE GRADING, UTILITIES AND PAVEMENTS WILL BE INSTALLED CONTEMPORANEOUSLY. THAT INCLUDES ALL OF THE ROADWAY AND UTILITIES IMPROVEMENTS TO LOT LINES OF LOTS 1 THROUGH 3.

THE WORK IS INTENDED TO BE SUB-PHASED IN SUCH A MANNER AS THOUGH WE ARE "PAVING OUR WAY BACKWARDS, OUT OF THE DEVELOPMENT" SO THAT THE ROADWAYS ARE THE LAST PAVEMENTS COMPLETED AND AS PRISTINE AS POSSIBLE AT THE END OF THE PROJECT.

THE LOVE'S FACILITY IS SCHEDULED INTERNALLY TO OPEN NOVEMBER 14, 2013.

LOTS 2 AND 3 HAVE NO PRIVATE IMPROVEMENTS PLANNED OR APPROVED UNTIL AFTER LOT 1 CofO IS GRANTED AND THE CITY HAS ACCEPTED THE PUBLIC IMPROVEMENTS FOR THE SUBDIVISION, DeHAAS SITE IMPROVEMENTS AND COMPLETE THE CONNECTION TO THE EXISTING FRONTAGE ROAD.

THIS SCENARIO IS PROPOSED AS FOLLOWS:

1. MAY 16 – JUNE 1: SITE-WIDE CLEAR AND GRUB
2. JUNE 1 – SEPTEMBER 1: IMPORT OF FILL MATERIALS AND INSTALLATION OF WET UTILITIES – APPLIES TO ALL AREAS AS DEPICTED IN APPROVED SITE PLANS
 - a. JUNE 1 – AUGUST 1: BRING ROADWAYS TO GRADE AND INSTALL PUBLIC UTILITIES
 - i. INSTALL PUBLIC UTILITIES, STUB TO LOTS, BACKFILL AND COMPACT
 - ii. INSTALL AND CONNECT TIE-INS TO UTILITIES IN 400 SOUTH
 - iii. T-PATCH 400 SOUTH
 - iv. INSTALL PAVEMENT STUB AT DEHAAS (EXTEND STUB WEST FROM FRONTAGE ROAD TO DEHAAS EAST DRIVEWAY)
 - b. JUNE 1 – JUNE 15: INSTALL LOT 1 FOUNDATION PADS – ENGINEERED FILLS
 - c. JUNE 15 – AUGUST 15: BRING LOT 1 TO GRADE AND INSTALL UTILITIES TO STUBS
 - i. INSTALL LOT 1 'DEEP' FACILITIES – UST's, CANOPY FOOTINGS, OWS, WATER, FIRE, SIC/SDD IRRIGATION PIPING, ETC
 - ii. PURGE, FLOW-TEST AND APPROVE FIRE LINES AND HYDRANTS
 - d. AUGUST 1 – SEPTEMBER 1: BRING LOT 1 AND ALL ROADWAYS TO SUBGRADE AT THE SAME TIME
 - i. INSTALL SHALLOW UTILITIES – ELECTRIC, GAS, PHONE, ON-SITE WATER, SIC/SDD DITCH-TO-PIPE SYSTEMS, ETC
 - ii. CREATE DETENTION BASINS AND INTERCONNECT STORMWATER FACILITIES
3. JULY 1 – NOVEMBER 1: CONSTRUCT LOT 1 ABOVE GROUND FACILITIES
 - a. FUELING CANOPIES, FUEL PIPING, SCALE, CNG PAD
 - b. MAIN STORE FACILITY AND SERVICES

- c. TIRE SHOP AND SERVICES
4. SEPTEMBER 1 – OCTOBER 1: EXTEND STORM DRAINAGE TO DRAINAGE DITCH
 - a. INSTALL FINAL BMP's FOR SITE AND TEMPORARY PROTECTIONS
 5. SEPTEMBER 1 – OCTOBER 1: IMPORT FINISH FILLS AND INSTALL PAVEMENT BASE SECTIONS
 - a. INSTALL LOT 1 CURBS AND GUTTERS, DRIVEWAY APPROACHES, ETC
 - b. INSTALL ROADWAY CURBS AND GUTTERS
 6. OCTOBER 1 – OCTOBER 15: INSTALL LOT 1 PAVEMENTS
 7. OCTOBER 15 – OCTOBER 30: INSTALL ROADWAY PAVEMENTS
 - a. BEGIN PAVEMENT AT NORTH END OF 2200 WEST AND PAVE-OUT TO SOUTH
 - i. BEGIN PAVEMENT AT 225 SOUTH AND PAVE-OUT TO DEHAAS STUB
 - b. REMOVE T-PATCH IN 400 SOUTH AND PAVE
 8. OCTOBER 1 – NOVEMBER 1: INSTALL LANDSCAPING AND IRRIGATION – ENTIRE PROJECT
 - a. INSTALL STREET TREES NO LATER THAN OCTOBER 15
 9. NOVEMBER 1 – NOVEMBER 14: FINAL INSPECTION FOR ALL IMPROVEMENTS AS DEPICTED ON APPROVED PLANS

SUMMARY:

THE CITY IS PROTECTED FROM DEGRADATION OF PUBLIC FACILITIES AND ROADWAYS OR INCORRECTLY INSTALLED IMPROVEMENTS BY WAY OF A NUMBER OF MECHANISMS:

- THE PLANS AND SPECIFICATIONS IDENTIFY WORK TO COMPLY WITH ALL CODES AND BEST PRACTICES, i.e.: BEFORE PAVING, THE AREAS TO BE PAVED MUST BE PROOF-ROLLED AND ANY SOFT SPOTS AND RUTTING BE REPAIRED TO CORRECT COMPACTION AND DENSITY
- LOVE'S WILL BE SOLELY AT RISK TO REPAIR ANY DEFICIENCIES IDENTIFIED BY PUBLIC WORKS AND ENGINEERING INSPECTIONS, i.e.: NO INSTALLATION CAN BE COVERED PRIOR TO THE INSPECTING OFFICIAL APPROVING
- BONDING, i.e.: THE \$1.99MM PUBLIC IMPROVEMENT AND \$181K LANDSCAPING BONDS CAN BE RETAINED
- CERTIFICATE OF OCCUPANCY, i.e.: CAN BE WITHHELD UNTIL DEFICIENCIES ARE CORRECTED AND ACCEPTED BY INSPECTING AGENT, NO MATTER WHAT MUST BE REPLACED TO EFFECT REMEDY

CONDITIONS:

1. ALL WATER LINE SYSTEMS AND HYDRANTS NECESSARY FOR FIRE SUPPRESSION SHALL BE INSTALLED AND TESTED PRIOR TO THE BEGINNING OF COMBUSTIBLE CONSTRUCTION.
2. PURSUANT TO CITY ZONING CODE, ALL HEAVY EQUIPMENT USED TO CONSTRUCT THE STREETS AND PUBLIC IMPROVEMENTS WITHIN THE STREETS SHALL BE LIMITED TO PASSING UPON THOSE STREETS ONLY AFTER THE STREET ROADBED IS FILLED TO THE LIP OF CURB AND GUTTER WITH SUFFICIENT ELEVATION TO ACCOMMODATE STREET SURFACE DRAINAGE.