



ENT 31903:2011 PG 1 of 17  
 JEFFERY SMITH  
 UTAH COUNTY RECORDER  
 2011 Apr 26 4:46 pm FEE 0.00 BY CS  
 RECORDED FOR SPRINGVILLE CITY CORPORATIO

**DEVELOPMENT AGREEMENT**  
 (Sam Dexy Subdivision Plat A)

This Development Agreement is entered into as of this 22 day of APRIL, 2011, by and between Sam Dexy Properties, LLC, a Utah limited liability company, located at 820 East 1125 North, Springville, Utah 84663 (the "Developer"), as Developer of certain real property located in Springville, Utah and more particularly described on Exhibit "A" attached hereto and by reference incorporated herein, and Springville City, a municipality of the State of Utah (the "City"), located at 110 South Main, Springville, Utah 84663.

**RECITALS**

- A. Developer owns real property located in Springville City, Utah County, Utah, located at approximately 1200 North 2000 South, as more fully described on Exhibit "A" attached hereto ("the Property").
- B. 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 the form, design, and plan set forth on the approved Sam Dexy Subdivision Plat A and Site Plan, attached as Exhibit "B" hereto.
- C. 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.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and the City agree to the following:

**TERMS**

1. **Definitions.**

When used in this Agreement, each term shall have the meaning set forth below or elsewhere in this Agreement unless such meaning is clearly precluded by the context in which the term is used.

- (a) "City" means Springville City, a municipality and political subdivision of the State of Utah.
- (b) "Developer" means Sam Dexy Properties, LLC, and any successors and assigns.
- (c) "Property" means the real property described in Exhibit "A" that is incorporated by

reference.

(d) "Existing Land Use Regulations" means those Land Use Regulations in effect as of the date of this Agreement, including any modifications that are approved pursuant to the terms of this Agreement as set forth herein.

(e) "Land Use Regulations" means those laws, statutes, ordinances, resolutions, codes, rules, regulations, official policies and actions of the City, including approvals and permits of every kind and character, 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. The term "Land Use Regulations" does not include regulations relating to the conduct of businesses, professions and occupations generally, such as applications for business licensing, taxes and assessments other than development exactions, regulations for the control and abatement of nuisances, encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property, and any exercise of the power of eminent domain.

2. **Improvements**

This is a formal agreement between the Developer and the City for public facilities service to be provided to and within the Project (the "Improvements"). Developer understands, acknowledges and agrees that all public facilities including but not limited to water lines, sewer lines, electric lines, storm drain lines, roads, and other facilities necessary to service the Project must be installed at Developer's sole cost and expense before the City will provide service to the Project. Developer agrees to construct the required Improvements as shown on the Sam Dexy Subdivision Plat (the "Subdivision Plat") and Site Plan, including the final City Engineer's revisions to the Construction Plans, and in accordance with Springville City Codes and the Springville City Standards, Specifications and Drawings.

3. **Materials**

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.

4. **Commencement**

Developer will not commence the Improvements on the Project until all authority required by Springville City Code is received. Upon receiving the necessary approvals, Developer shall have one (1) year to complete the Improvements. If the Improvements are not completed within such one (1) year period, a public hearing will be scheduled and the City

Council may declare the performance guarantee forfeited if the improvements or corrections are not complete.

5. **Inspections**

Developer is responsible to request all inspections necessary under the Springville City Code. 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. City shall perform inspections as soon as possible following the applicable request in accordance with its inspection policy.

6. **Ownership**

Developer shall retain ownership of Improvements constructed for the Project and shall remain solely responsible for all necessary maintenance, repairs and replacements of the Improvements prior to final approval of the work by the City. Upon completion of the required Improvements and after acceptance of the Improvements by the City, Developer shall assign and convey to the City all of Developer's right, title and interest in the Improvements, and Developer shall have no further interest in the Improvements. Developer shall be responsible to repair or replace defective or damaged Improvements during the guarantee period (as set forth in Section 8 below). Thereafter, the City shall be responsible to maintain, repair and replace the Improvements.

7. **Connecting to Improvements**

Developer agrees that no connections to the Improvements shall occur before the City accepts the Improvements and Developer assigns and conveys such Improvements to the City.

8. **Bonds**

Developer acknowledges and agrees that a bond is required for the Project. Developer will furnish to City a Performance Bond in an amount required by Springville City but not to exceed one hundred twenty five percent (125%) of the engineer's estimate price for faithful completion of the Improvements. The engineer's estimated price is attached as Exhibit "C." A retainage of not less than ten percent (10%) of the Bond shall be held to guarantee the durability of the Improvements in each plat for one (1) year after the acceptance by the City of the Improvements.

9. **Line Extension**

The parties hereto acknowledge and agree that certain off-site extensions of utilities may be needed in order for the Development to proceed. Developer desires to commence the Project prior to the time City would otherwise install these improvements. Therefore, Developer

agrees to install off-site extension of utilities at Developer's sole cost. Developer will dedicate these utilities to the City as part of the Project after they have been installed and inspected.

10. **Water Shares**

Developer agrees to provide City with one share of Springville Irrigation Company first class water right, or its equivalent, for each acre developed prior to recording of any plat. Developer shall tender to the City 18.07 shares or equivalent for the Project.

11. **Electrical Extension Fees**

Developer agrees to pay an electrical extension fee as calculated by Springville City and attached as Exhibit "D."

12. **Impact Fees**

At the time that Developer obtains building permits for the Project, Developer agrees to pay any Impact Fees in accordance with then applicable City ordinances.

13. **Recording Fees**

Developer agrees to pay recording fees of \$34.00. For future phases it is anticipated that recording fees will be thirty dollars (\$30.00) per Vellum and an additional One Dollar (\$1.00) per lot within the Project.

14. **Copies**

Standard photocopies made by the City shall be charged to the Developer at Twenty Cents (\$0.20) per sheet. The City further requires a large (24"x36") and one small (11"x17") copy of the recorded plat. Developer may also request additional copies for Developer's own use. Copies are Four Dollars (\$4.00) for large copies and Two Dollars (\$2.00) for small copies.

15. **Street Trees**

Developer agrees to provide street trees in accordance with the approved landscaping plan. In lieu of the Developer installing, maintaining and providing a warranty on the trees, Developer desires to pay \$315.00 per street tree shown on the approved landscape plan. Upon payment, Springville City will be responsible to purchase, install and maintain street trees for the first two years after planting. Street trees will be planted during the appropriate planting season after at least 80% of each neighborhood is built.

16. **Notices**

Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and sent to a party by certified or registered mail, postage prepaid, at the address listed at the first of this Agreement.

A party may change the address for notice to it by giving a notice pursuant to this paragraph.

17. **Indemnity**

Developer agrees to indemnify and hold City harmless, including reasonable attorney fees, for any all claims, demands, actions or liability whatsoever resulting from any negligent or defective construction of any Improvements constructed by the Developer or its assigns during construction, and from completion of construction until a time one (1) year after the acceptance of the Improvements by the City. Developer further agrees to indemnify the City, including reasonable attorney fees, from any and all claims, demands, actions, or liability whatsoever resulting from liens or claims on the Improvements by any persons providing materials and/or services related to such Improvements.

18. **Documents**

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

19. **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 throughout the construction period.

20. **Other Laws**

Developer may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Developer agrees to comply with all laws during construction of the Project and Improvements.

21. **Future Action**

Nothing in the Agreement shall limit the future exercise of the police power by 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.

22. Assignment

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.

23. Entire Agreement

This Agreement 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.

24. Attorney Fees

If this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

25. Severability

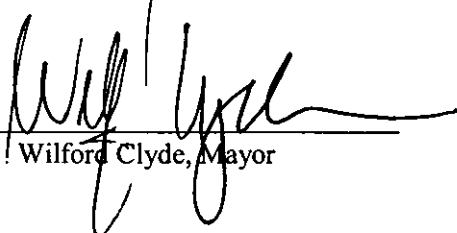
Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.

26. Modification

Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the City Council and the Developer.

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

SPRINGVILLE CITY

By:   
Wilford Clyde, Mayor

Attest:

  
CITY RECORDER

DEVELOPER - SAM DEXY, LLC

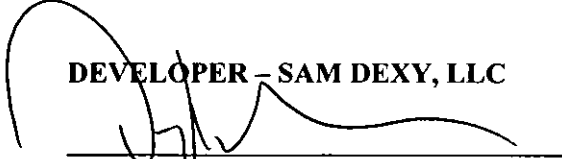
  
By: Douglas Fawkes  
Its: \_\_\_\_\_

Exhibit "A"

**SURVEYOR'S CERTIFICATE**

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

**BOUNDARY DESCRIPTION**

BEGINNING AT POINT LOCATED NORTH 2971.81 FEET AND WEST 391.09 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS

COURSE	DISTANCE	REMARKS
N89°26'30"W	1351.00	
N0°07'10"W	140.99	
N1°01'48"W	505.84	
EAST	1350.70	
S1°01'48"E	519.01	
S0°07'10"E	140.99	TO THE POINT OF BEGINNING

CONTAINING 20.26± ACRES

BASIS OF BEARING: ALONG SECTION LINE AS SHOWN

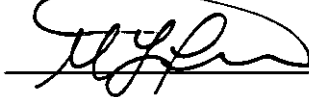
FEB. 7, 2011  
DATE

  
SURVEYOR  
(See Seal Below)

**OWNERS DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 7<sup>th</sup> DAY OF February, A.D. 2011

  
PRESIDENT  
SAM DEXY PROPERTIES, LLC

**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH

S S

# SAM DEXY SUBDIVISION

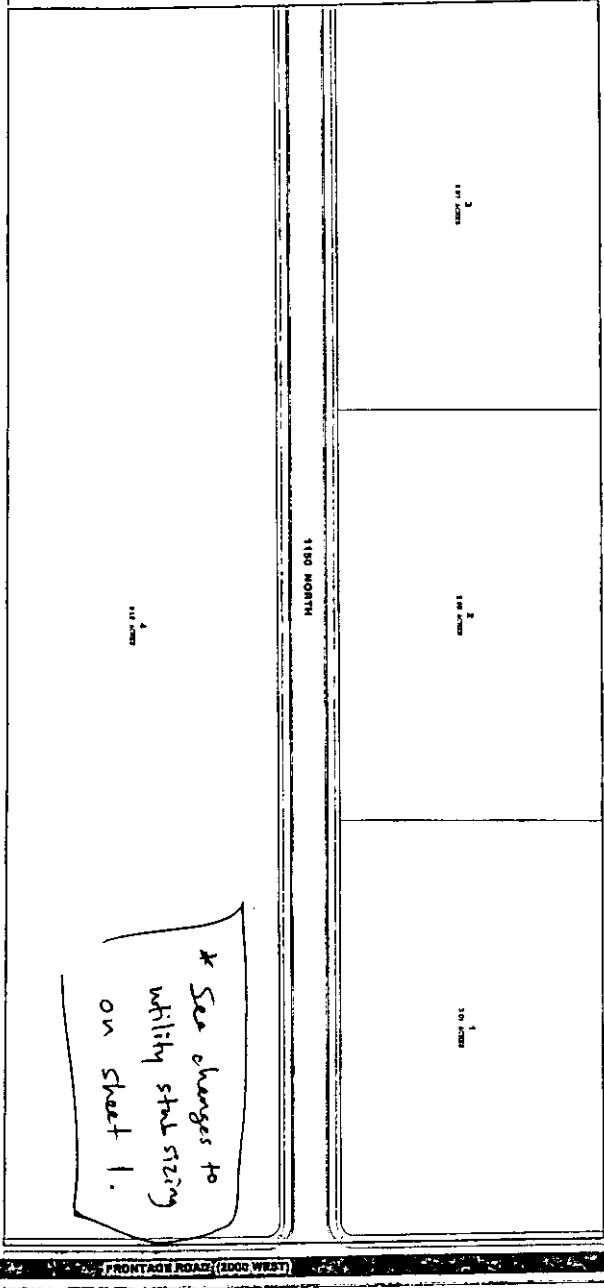
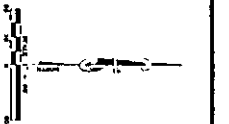


Exhibit "B"  
1 of 7

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- COVER
- NOTES
- TABULATIONS
- LEGEND
- OWNER/DEVELOPER
- ENGINEERS SURVEYORS PLANNERS

**NOTES**

1. THE ENTIRE SUBDIVISION IS TO BE CONVEYED TO THE STATE OF CALIFORNIA.
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**TABULATIONS**

DATE: 01/11/2011  
DRAWN BY: J. SMITH  
CHECKED BY: M. SMITH  
SCALE: AS SHOWN

**LEGEND**

EXISTING DIST. OF SUBDIVISION

PROPOSED IMPROVEMENTS

- 1. EXISTING ROAD
- 2. EXISTING SIDEWALK
- 3. EXISTING UTILITY
- 4. EXISTING CURB
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**OWNER/DEVELOPER**

NAME: J. SMITH  
ADDRESS: 1234 MAIN ST.  
CITY: SAN FRANCISCO, CA 94102  
PHONE: (415) 555-1234  
FAX: (415) 555-5678  
EMAIL: J.SMITH@EXAMPLE.COM

**T&E ENGINEERS SURVEYORS PLANNERS**

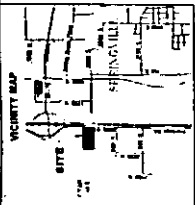
1234 MAIN ST.  
SAN FRANCISCO, CA 94102  
PHONE: (415) 555-1234  
FAX: (415) 555-5678  
EMAIL: INFO@T&E.COM

**SAM DEXY SUBDIVISION, PLAT "A"**

**COVER**

DATE: 01/11/2011  
DRAWN BY: J. SMITH  
CHECKED BY: M. SMITH  
SCALE: AS SHOWN





**SURVEYOR'S CERTIFICATE**  
I, ANDREW M. WISSE, being duly sworn, certify that I am the duly licensed surveyor who prepared this plat. I have personally supervised the work of my assistants and checked the accuracy of the measurements and computations and certify that the same are true and correct. I have also checked the accuracy of the plat and certify that the same is a true and correct representation of the field work. Witness my hand and seal of office on this 1st day of June, 2011, at Salt Lake City, Utah.

**BOUNDARY DESCRIPTION**  
BEING A SUBDIVISION OF A LOT IN THE CITY OF SPRINGVILLE, UTAH, ACCORDING TO PLAT NO. 1100, DATED AND RECORDED IN THE COUNTY OF UTAH, UTAH, RECORD BOOK 1800, PAGE 120.

Table with columns for EASEMENT, EASEMENT NUMBER, and EASEMENT DESCRIPTION. The table is currently empty.

**OWNERS DESIGNATION**  
THE STATE OF UTAH  
BY: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**  
STATE OF UTAH  
COUNTY OF UTAH

APPROVED BY LEGISLATIVE BODY

APPROVED BY CITY

APPROVED BY PLANNING COMMISSION

APPROVED BY CITY ATTORNEY

PLANNING COMMISSION APPROVAL

CITY ATTORNEY

DATE

DATE

DATE

DATE

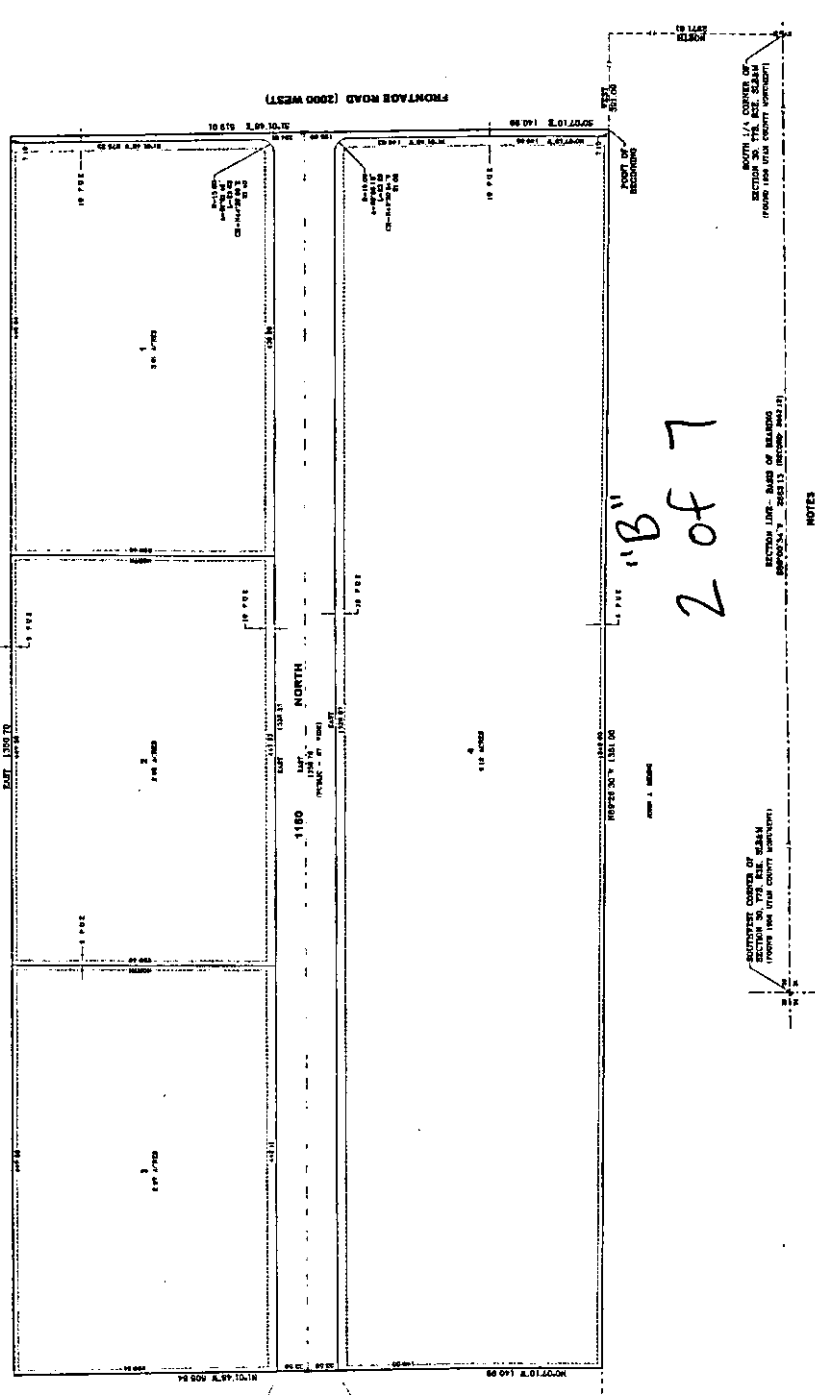
DATE

DATE

DATE

DATE

DATE



**QUESTIONS APPROVAL**  
I, \_\_\_\_\_, being duly sworn, certify that I am the duly licensed surveyor who prepared this plat. I have personally supervised the work of my assistants and checked the accuracy of the measurements and computations and certify that the same are true and correct. I have also checked the accuracy of the plat and certify that the same is a true and correct representation of the field work. Witness my hand and seal of office on this 1st day of June, 2011, at Salt Lake City, Utah.

**NOTES**  
1. THIS PLAT WAS PREPARED BY ME AND I AM NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN.  
2. ALL LINES SHOWN ON THIS PLAT ARE BASED ON THE SURVEY CONDUCTED BY ME AND I AM NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN.  
3. THE PLAT IS SUBJECT TO ALL RECORDS OF THE PLANNING COMMISSION AND THE CITY ATTORNEY.  
4. THE PLAT IS SUBJECT TO ALL RECORDS OF THE PLANNING COMMISSION AND THE CITY ATTORNEY.  
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10. THE PLAT IS SUBJECT TO ALL RECORDS OF THE PLANNING COMMISSION AND THE CITY ATTORNEY.

**PROJECT SUMMARY**  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
STATE: \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_

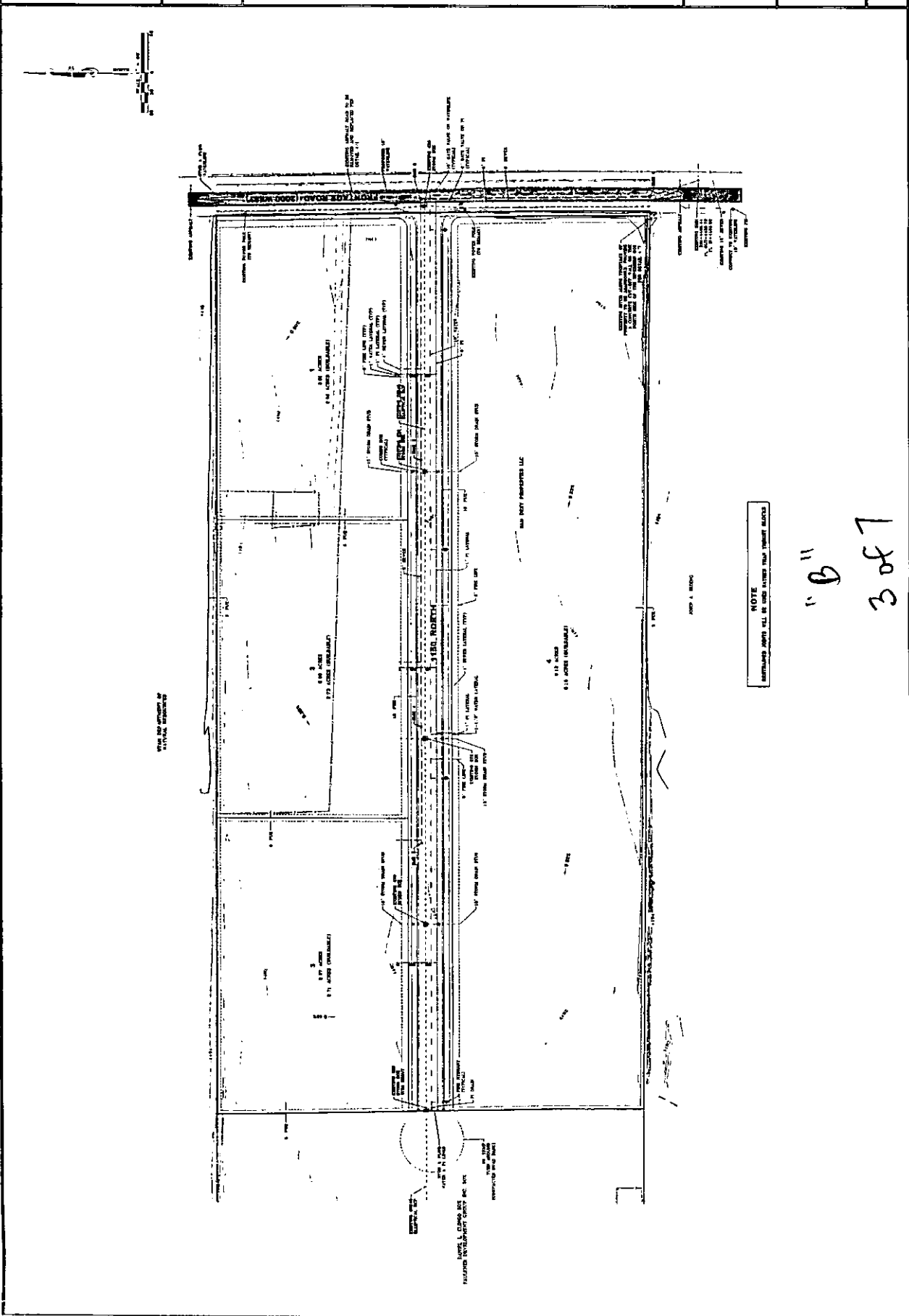




UTILITY PLAN  
SAM DEXY SUBDIVISION, PLAT "A"

DATE	11/11/2011
PROJECT	2010-0118
CLIENT	STANLEY
SCALE	1" = 40'
DATE	11/11/2011
BY	...

1

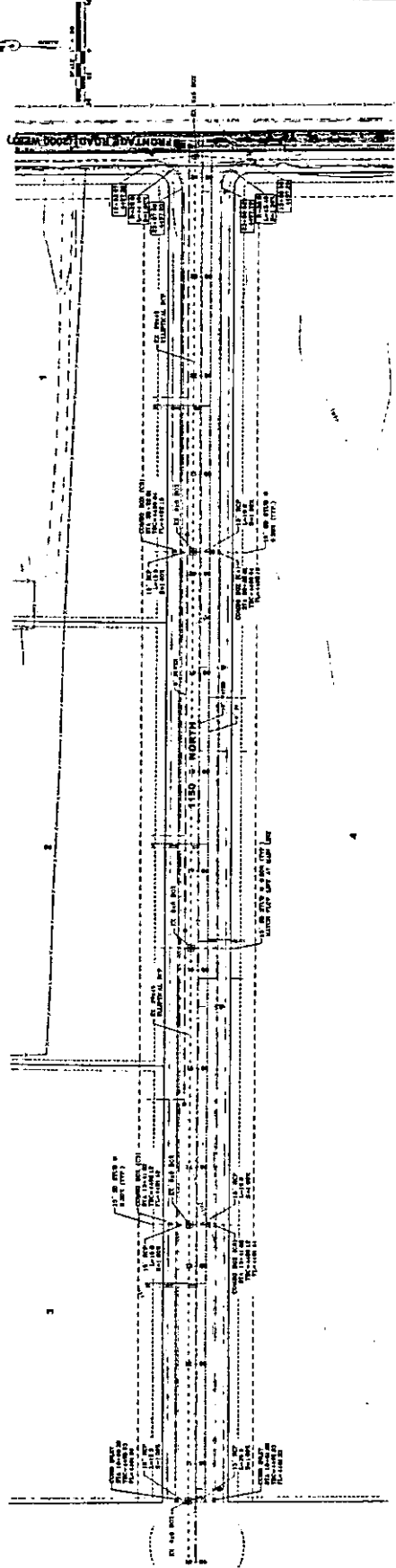




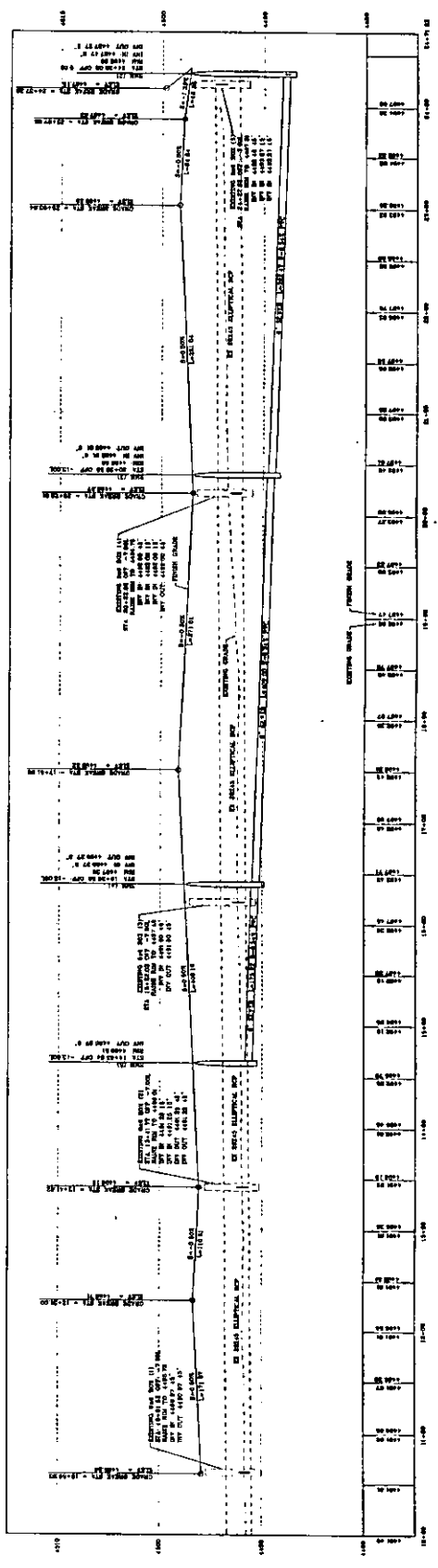
SAM DEXY SUBDIVISION, PLAT "A"  
1150 NORTH PLAN & PROFILE

DATE: 08/11/11  
SCALE: 1" = 50'  
PROJECT: 1150 NORTH  
SHEET: 11 OF 17

2



"B"  
4 of 7



STATION	PROPOSED GRADE	EXISTING GRADE
11+00	11.00	11.00
11+10	11.00	11.00
11+20	11.00	11.00
11+30	11.00	11.00
11+40	11.00	11.00
11+50	11.00	11.00
11+60	11.00	11.00
11+70	11.00	11.00
11+80	11.00	11.00
11+90	11.00	11.00
12+00	11.00	11.00
12+10	11.00	11.00
12+20	11.00	11.00
12+30	11.00	11.00
12+40	11.00	11.00
12+50	11.00	11.00
12+60	11.00	11.00
12+70	11.00	11.00
12+80	11.00	11.00
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13+90	11.00	11.00
14+00	11.00	11.00
14+10	11.00	11.00
14+20	11.00	11.00
14+30	11.00	11.00
14+40	11.00	11.00
14+50	11.00	11.00
14+60	11.00	11.00
14+70	11.00	11.00
14+80	11.00	11.00
14+90	11.00	11.00
15+00	11.00	11.00

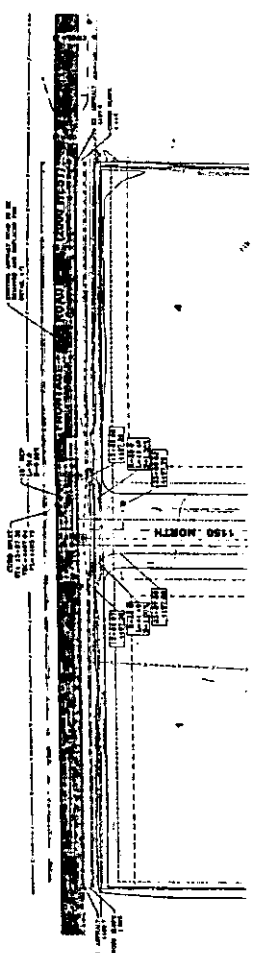


3325 S. 48th Street  
Tulsa, Oklahoma 74135  
Phone: 918.437.8888  
Fax: 918.437.8889  
www.lpi-engineers.com

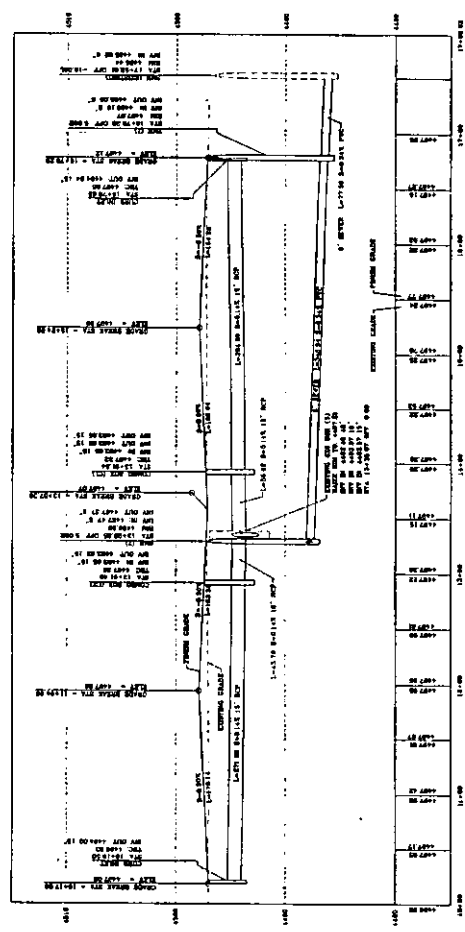
SAM DEXY SUBDIVISION, PLAT "A"  
2000 WEST PLAN & PROFILE

DATE	
BY	
CHECKED BY	
SCALE	1" = 20'
PROJECT NO.	111120010
DATE	

3



8" 5 of 7



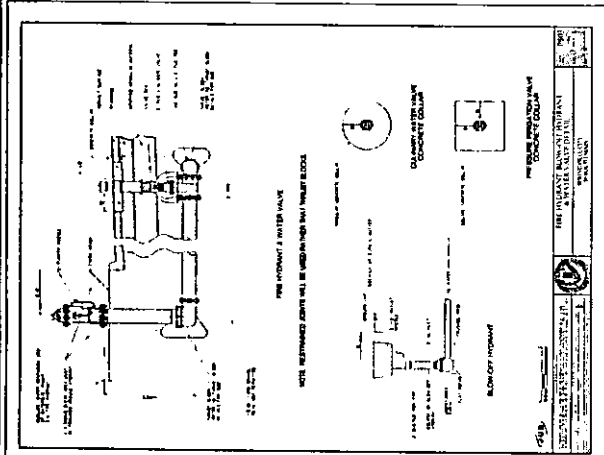


3102 S. WARD STREET  
PHOENIX, ARIZONA 85018  
TEL: 602.998.1000  
WWW.LPIENGINEERS.COM

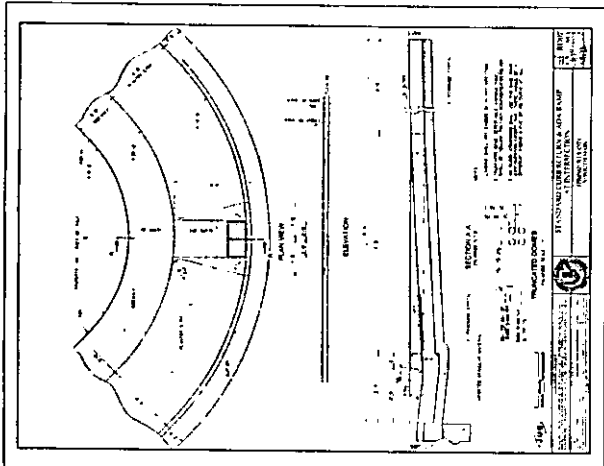
DETAILS  
SAM DEXY SUBDIVISION, PLAT "A"

PROJECT NO.	20104116
DATE	08/11/11
BY	CP
CHECKED BY	CP
SCALE	N.T.S.
DATE	11/06/2010

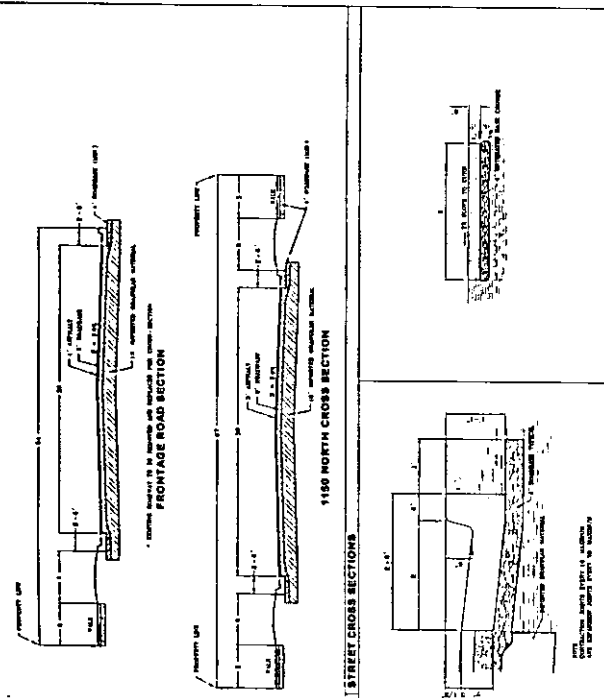
4



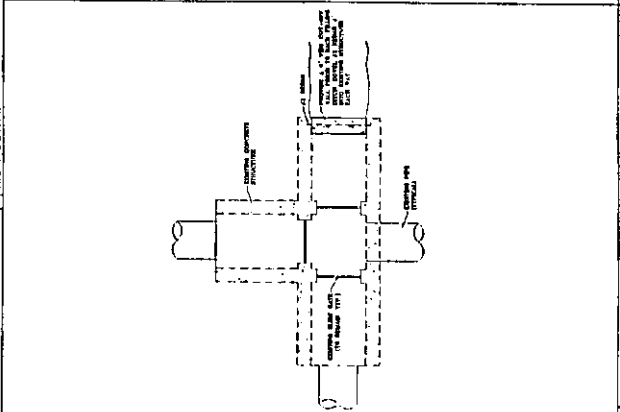
6 FIRE HYDRANT DETAIL



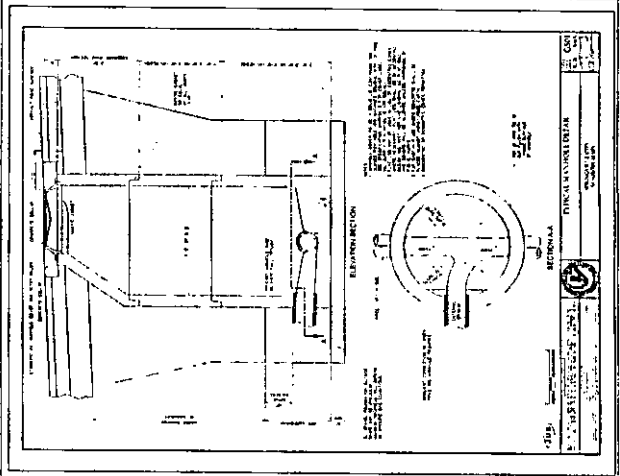
4 RAMP DETAIL



1 STREET CROSS SECTIONS



7 DIVERSION BOX DETAIL



5 MANHOLE DETAIL

6" B for 7

**LP1**  
**ENGINEERS**  
**SURVEYORS**  
**PLANNERS**  
 2022 A, 2016 HWY 47  
 P.O. BOX 1000  
 WILLOWDALE, ONTARIO M2H 1G7  
 TEL: (416) 491-1000  
 FAX: (416) 491-1001  
 WWW.LP1INC.COM

**SAM DEXY SUBDIVISION, PLAT "A"**  
**LANDSCAPE PLAN**

DATE	10/13/2010
SCALE	1" = 60'
PROJECT	2010-0416
DESIGNER	CLP
CHECKED	
DATE	
NO.	5

**PLANTING SPECIFICATION**

**GENERAL:** THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILLOWDALE PLANTING SPECIFICATION AND THE CITY OF WILLOWDALE PLANTING SPECIFICATION. THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILLOWDALE PLANTING SPECIFICATION AND THE CITY OF WILLOWDALE PLANTING SPECIFICATION.

**PRODUCTS:** THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILLOWDALE PLANTING SPECIFICATION AND THE CITY OF WILLOWDALE PLANTING SPECIFICATION.

**PLANT MATERIALS:** THE PLANT MATERIALS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILLOWDALE PLANTING SPECIFICATION AND THE CITY OF WILLOWDALE PLANTING SPECIFICATION.

**PLANTING METHOD:** THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILLOWDALE PLANTING SPECIFICATION AND THE CITY OF WILLOWDALE PLANTING SPECIFICATION.

**EXECUTION OF WORK:** THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILLOWDALE PLANTING SPECIFICATION AND THE CITY OF WILLOWDALE PLANTING SPECIFICATION.

**PLANTING METHOD:** THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILLOWDALE PLANTING SPECIFICATION AND THE CITY OF WILLOWDALE PLANTING SPECIFICATION.

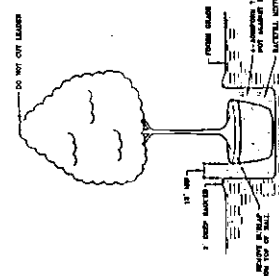
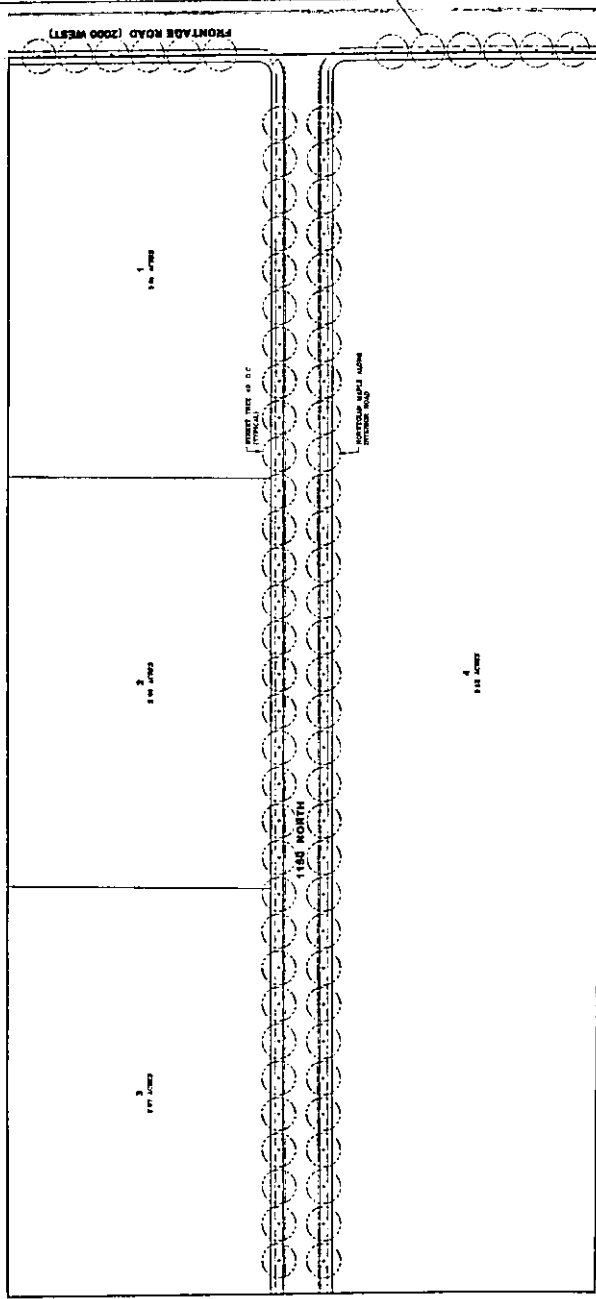
**PLANTING METHOD:** THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILLOWDALE PLANTING SPECIFICATION AND THE CITY OF WILLOWDALE PLANTING SPECIFICATION.

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**PLANTING NOTES:** THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILLOWDALE PLANTING SPECIFICATION AND THE CITY OF WILLOWDALE PLANTING SPECIFICATION.

**PLANTING NOTES:** THE PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WILLOWDALE PLANTING SPECIFICATION AND THE CITY OF WILLOWDALE PLANTING SPECIFICATION.



18" B  
 70 L

**PLANT LIST**

PLANT LIST	DATE	10/13/2010
DESIGNED BY	CLP	
CHECKED BY		
DATE		

Exhibit "C"  
1 of 2

**SPRINGVILLE CITY**  
**Sam Dexy Subdivision, Plat A - Bond Form**

Subdivision Name	Sam Dexy, Plat A	Owner	Doug Fowkes	Date	3/8/2011
Bond ( ) Cash ( ) Letter		Name of Bank			
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	1395	lf	\$ 20.61	\$ 28,750.95		\$ -		\$ -
Sewer Man Hole	5	ea	\$ 1,980.70	\$ 9,903.50		\$ -		\$ -
Sewer Service	4	ea	\$ 754.37	\$ 3,017.48		\$ -		\$ -
Air Test	1395	lf	\$ 0.82	\$ 1,143.90		\$ -		\$ -
Deflection Test	1395	lf	\$ 0.82	\$ 1,143.90		\$ -		\$ -
Jet Cleaning	1395	lf	\$ 0.38	\$ 530.10		\$ -		\$ -
Televising	1395	lf	\$ 0.55	\$ 767.25		\$ -		\$ -
Manhole Vacuum Test	5	ea	\$ 59.00	\$ 295.00		\$ -		\$ -
Concrete MH Collars	5	ea	\$ 389.40	\$ 1,947.00		\$ -		\$ -
Engineered Fill	2727	ton	\$ 12.00	\$ 32,727.75		\$ -		\$ -
<b>Total Sewer</b>				<b>\$ 80,226.83</b>		<b>\$ -</b>		<b>\$ -</b>

**Water**

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8-Inch Water Main	180	lf	\$ 16.37	\$ 2,946.60		\$ -		\$ -
8-Inch Water Valves	0	ea	\$ 852.02	\$ -		\$ -		\$ -
10-Inch Water Main	2170	lf	\$ 18.50	\$ 40,145.00		\$ -		\$ -
10-Inch Water Valves	3	ea	\$ 852.02	\$ 2,556.06		\$ -		\$ -
Cnct Valve Box Collars	6	ea	\$ 259.60	\$ 1,557.60		\$ -		\$ -
1 Inch Water Service	3	ea	\$ 792.06	\$ 2,376.18		\$ -		\$ -
2.5 Inch Water Service	1	ea	\$ 1,050.00	\$ 1,050.00		\$ -		\$ -
Fire Hydrants	3	ea	\$ 2,507.45	\$ 7,522.35		\$ -		\$ -
Tracer Wire	2350	lf	\$ 0.20	\$ 470.00		\$ -		\$ -
High Chlorine Test	1	ea	\$ 30.00	\$ 30.00		\$ -		\$ -
Pressure Test	3	sc	\$ 100.00	\$ 300.00		\$ -		\$ -
Bacteria Test	1	ea	\$ 100.00	\$ 100.00		\$ -		\$ -
Engineered Fill	1519	ton	\$ 12.00	\$ 18,223.33		\$ -		\$ -
<b>Total Water</b>				<b>\$ 77,277.12</b>		<b>\$ -</b>		<b>\$ -</b>

**Pressurized Irrigation**

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
6 Inch Main	2025	lf	\$ 12.32	\$ 24,948.00		\$ -		\$ -
6 Inch Water Valves	3	ea	\$ 658.75	\$ 1,976.25		\$ -		\$ -
Cnct Valve Box Collars	3	ea	\$ 259.60	\$ 778.80		\$ -		\$ -
2 Inch Irrigation Blowoff		ea	\$ 1,065.98	\$ -		\$ -		\$ -
1 Inch Service Lateral	3	ea	\$ 543.44	\$ 1,630.32		\$ -		\$ -
2 Inch Service Lateral	1	ea	\$ 765.32	\$ 765.32		\$ -		\$ -
Tracer Wire	2025	lf	\$ 0.20	\$ 405.00		\$ -		\$ -
Pressure Test	3	sc	\$ 100.00	\$ 300.00		\$ -		\$ -
Engineered Fill	1027	ton	\$ 12.00	\$ 12,325.50		\$ -		\$ -
<b>Total PI</b>				<b>\$ 43,129.19</b>		<b>\$ -</b>		<b>\$ -</b>

**Storm Drain**

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
12 Inch Drain (HDPE)		lf	\$ 22.25	\$ -		\$ -		\$ -
15 Inch Drain (RCP)	995	lf	\$ 25.09	\$ 24,964.55		\$ -		\$ -
18 Inch Drain (RCP)		lf	\$ 28.67	\$ -		\$ -		\$ -
60" Storm Man Hole		ea	\$ 2,589.70	\$ -		\$ -		\$ -
48" Sump		ea	\$ 2,200.00	\$ -		\$ -		\$ -
Storm Inlet Box (2x3x4)	5	ea	\$ 1,572.66	\$ 7,863.30		\$ -		\$ -
Combination Storm Inlet Box	6	ea	\$ 2,522.96	\$ 15,137.76		\$ -		\$ -
SD Inlet Tie-Ins	11	ea	\$ 177.00	\$ 1,947.00		\$ -		\$ -
Televising	995	lf	\$ 0.55	\$ 547.25		\$ -		\$ -
Engineered Fill	593	ton	\$ 12.00	\$ 7,114.25		\$ -		\$ -
<b>Total Storm</b>				<b>\$ 57,574.11</b>		<b>\$ -</b>		<b>\$ -</b>

Exhibit "C"  
2 of 2

**Streets**

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Clear & Grub -Rough Grade	82750	sf \$ 0.10	\$ 8,275.00		\$ -		\$ -
3" Asphalt	72830	sf \$ 2.00	\$ 145,660.00		\$ -		\$ -
Street - Road Base	3239	ton \$ 16.00	\$ 51,816.12		\$ -		\$ -
Imported Fill	6676	ton \$ 12.00	\$ 80,113.00		\$ -		\$ -
30" Curb & Gutter	3307	lf \$ 13.50	\$ 44,644.50		\$ -		\$ -
Curb Road Base	437	ton \$ 16.00	\$ 6,984.38		\$ -		\$ -
5' Cross Gutter		sf \$ 6.52	\$ -		\$ -		\$ -
Cross Gutter Road Base	0	ton \$ 18.00	\$ -		\$ -		\$ -
5' Sidewalk	3267	lf \$ 12.50	\$ 40,837.50		\$ -		\$ -
SW Road Base	380	ton \$ 16.00	\$ 6,080.59		\$ -		\$ -
Pedestrian ADA Ramp	2	ea \$ 1,200.00	\$ 2,400.00		\$ -		\$ -
1" Overlay		sf \$ 0.24	\$ -		\$ -		\$ -
Survey Monuments		ea \$ 500.00	\$ -		\$ -		\$ -
<b>Total Streets</b>			<b>\$ 386,811.09</b>		<b>\$ -</b>		<b>\$ -</b>

**Electric, Landscaping & Misc.**

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
SWPPP/Erosion Control	1	ls \$ 4,000.00	\$ 4,000.00		\$ -		\$ -
As-Built Drawings	1	ls \$ 3,000.00	\$ 3,000.00		\$ -		\$ -
<b>Total Other</b>			<b>\$ 7,000.00</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Totals</b>			<b>\$ 652,018.34</b>		<b>\$ -</b>		<b>\$ -</b>

		Percent Complete				0%	
		Percent Release				0%	
		<b>Total Release</b>					<b>\$ -</b>

1st Release	
2nd Release	
3rd Release	
4th Release	
<b>Total</b>	<b>\$ -</b>

15% Contingency	\$ 97,802.75					\$ -
10% Warranty	\$ 65,201.83					\$ -
<b>Totals</b>	<b>\$ 815,022.93</b>					<b>\$ -</b>

Less Prior Draws						\$0.00
<b>Amount Due This Draw</b>						<b>\$ -</b>

<b>Remaining Balance</b>						<b>\$ 815,022.93</b>
--------------------------	--	--	--	--	--	----------------------

Street Signs	Each	Total
1	\$ 200.00	\$ 200.00
Inspection Fees		\$ 735.00

Signatures:

Bradley D. Stapley -PW Admin

Jeffrey L. Anderson - Senior Engineer

Paul Curtis - PW Inspector

Date:

Developer



Exhibit "D"

2/14/11 (Brandon G. to email)

SPRINGVILLE CITY ELECTRIC DEPARTMENT			
PROJECT FEE ESTIMATE		DATE:	2/9/2011
PROJECT NAME:		SAM DEXY SUBDIVISION	
DISTRIBUTION MATERIAL COSTS:			
<u>MATERIAL</u>	<u>QUANTITY</u>	<u>COST</u>	<u>EXTENDED</u>
336.4 ACSR WIRE	1140	\$0.69	\$786.60
4/0 URD WIRE	3750	\$1.25	\$4,687.50
45' WOOD POLE	2	\$625.00	\$1,250.00
POLE ANCHOR KIT	2	\$112.45	\$224.90
WOOD CROSS ARM	3	\$36.00	\$108.00
WOOD CROSS ARM BRACE	6	\$9.98	\$59.88
15 KV POLYMER DEAD END INSULATOR	6	\$10.60	\$63.60
DEAD END SHOE	8	\$6.79	\$54.32
C-NECK INSULATOR W/ PIN	6	\$2.90	\$17.40
PME-9 PRIMARY SWITCH	2	\$9,825.00	\$19,650.00
SWITCH BASEMENT	2	\$850.00	\$1,700.00
RISER TERMINATION KIT	12	\$48.00	\$576.00
8' GROUND ROD W/ CLAMP	3	\$9.82	\$29.46
OVERHEAD TO URD 900 AMP SWITCH	3	\$225.00	\$675.00
MISCELLANEOUS SUPPLIES	1	\$1,000.00	\$1,000.00
		MATERIAL TOTAL	\$30,882.66
	<u>HOURS</u>	<u>RATE</u>	
<u>EQUIPMENT</u>			
SERVICE TRUCK	Day Rate	\$125.00	\$375.00
LINE TRUCK	Day Rate	\$300.00	\$450.00
BUCKET TRUCK	Day Rate	\$300.00	\$900.00
DUMP-FLAT BED		\$35.00	\$0.00
SINGLE REEL TRAILER		\$18.00	\$0.00
THREE REEL TRAILER		\$30.00	\$135.00
CABLE PULLER		\$50.00	\$135.00
BACKHOE		\$50.00	\$0.00
<u>LABOR</u>			
LINECREW SUPERVISOR	30	\$52.55	\$1,576.50
POWER LINE TECHNICIAN-JOURNEY	90	\$45.55	\$4,099.50
POWER LINE TECHNICIAN-APPRENTICE		\$33.85	\$0.00
QUOTE, DESIGN, AND INSPECTION	5	\$65.00	\$325.00
		LABOR AND EQUIPMENT TOTAL	\$7,996.00
		MATERIAL TOTAL	\$30,882.66
		10% Contingency as per Resolution 97-12	\$3,887.87
		TOTAL ESTIMATED INSTALLATION COSTS	\$42,766.53