

## DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Agreement is made and entered into as of November 17, 2012 by and between the CITY OF SARATOGA SPRINGS (the "City") and SCP FOX HOLLOW, LLC, a Utah limited liability company ("Developer").

### RECITALS

A. On or about March 26, 2002, the City entered into a Master Development Agreement ("MDA") with the Villages at Saratoga Springs, L.C. Developer has acquired property interests in portions of the area covered by said MDA and is developing several subdivisions referred to as the Fox Hollow Subdivisions ("Fox Hollow"). Several of these subdivisions are located within the Zone 3 water service area and in order to facilitate development of these subdivisions, it will be necessary to use the City's culinary water system.

B. Developer and its authorized agents currently own or have the rights to purchase 495 lots in Fox Hollow. However, these lots are currently ineligible for building permits because infrastructure necessary to service those lots is not built to City standards and requirements of the MDA are currently not met. Developer and City are entering into this Agreement to provide a mechanism to allow for permits to be issued while the secondary water system improvements are being installed. This Agreement, however, does not pertain to and shall not supersede any other improvement or requirement necessary to be met before permits are issued. Developer shall not be eligible for permits until all other requirements are met.

C. Developer and its authorized agents and assigns, and all owners in Zone 3 that currently own one of 25 recorded lots listed below, shall be permitted to pull up to 190 residential building permits for 190 lots within the Zone 3 water service area prior to the installation of the secondary water system and to use the culinary water system in connection with the irrigation of residential homes constructed within neighborhoods 1, 3, 5 and 6 so long as the terms of this Agreement are met and all other requirements of the MDA and City standards are met. The legal description of the area covered by this Agreement is shown in Exhibit A. Said 190 lots are broken down as follows:

- 70 lots owned by Developer (or sold to approved-assignees as provided below)
- 25 previously-recorded lots owned by individual lot owners
- 95 lots sold to Richmond American Homes

D. As a prerequisite to issuance of permits within the Zone 3 water service area, the Developer agrees to install the Zone 3 Pump Station and other zone 3 improvements in accordance with Exhibit B..

E. As a performance guarantee for the secondary water system, the Developer shall, upon pulling a building permit within the Zone 3 water service area, collect and place in escrow \$3,750 ("Escrow") per lot for 66 lots Developer currently has title of. Said escrow shall be placed in a federally-insured financial institution with the City named as the obligee/beneficiary to guarantee completion of the secondary water system improvements.



F. The previous developer of Fox Hollow, Fox Hollow Saratoga, LLC, defaulted on the MDA and various bond agreements with the City pertaining to the installation of improvements in Fox Hollow. As a result, the City called the bonds (Bond Numbers: 2187315, 2187316, 2208279, and 2208282) and obtained a settlement from Insurance Company of the West in the amount of \$367,042 relating to improvements for the Zone 3 Pump Station. After the City's costs were deducted (\$22,500), the amount of \$ 344,542 ("Proceeds") remains for the Zone 3 Pump Station improvements and the completion of the bond obligations. The Proceeds will be released to Developer as provided herein and upon full satisfaction of the requirements of this Agreement.

## **AGREEMENT**

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and terms hereinafter set forth and the consideration set forth in the Recitals, the parties hereby agree as follows:

1. **Use of the Culinary Water System.** Upon satisfaction of the requirements of this Agreement, the City hereby agrees to allow Developer, its agents and assigns to pull up to 175 residential building permits in the Zone 3 water service area and to use the culinary water system for use with homes constructed with said permits. Said permits shall be subject to all building and fire codes and all other City ordinances, requirements, standards, and fees including but not limited to inspection, review, and impact fees. 25 building permits of the 200 will be reserved for the individual purchasers of lots as shown in Exhibit B.

2. **Installation of Improvements.** Developer hereby agrees to install those improvements described in Exhibit B attached hereto and incorporated herein by this reference (hereinafter the "Improvements") pertaining to the Zone 3 Pump Station improvements at Developer's sole cost and expense including, but not limited to, engineering, planning, surveying, design, materials, labor, easements, property and construction costs, plus Developer's interest expense, which Improvements are also set forth in the public improvements drawings approved by the City for the Project. Developer expressly acknowledges that the Improvements are necessary for the development of the Project, are lawfully required by the City pursuant to City ordinances and regulations and applicable State and federal law, and are a lawful condition precedent to the approval and development of the Developer's property.

3. **Water Pumps.** The City previously purchased pumps for the Zone 3 Pump Station set forth on Exhibit B, which are available for the use of the Developer as specified in this paragraph. However, the costs of the pumps must be reimbursed by developers of the property serviced by the Zone 3 Pump Station. The total cost of the pumps to be reimbursed is \$427,084. The previous developer, Fox Hollow Saratoga, LLC, paid \$100,000 towards the total cost of the pumps. Developer shall be responsible for reimbursing the City for the remaining cost of the pumps, which is \$327,084. Developer shall pay to City \$163,542 upon completion of the Zone 3 Pump Station and \$163,542 upon final acceptance in writing by the City of the secondary water system improvements. As specified in Exhibit B, Developer is responsible for installing all Zone 3 Pump Station improvements, including all costs of installation of the pumps.

4. **System Approval and Inspection.** After Developer installs the Improvements, the City shall approve the Improvements if, after an inspection by the City, the Improvements

have been installed in accordance with all current ordinances, requirements, and standards and a warranty bond is posted in accordance with City ordinances. Said acceptance shall be valid only if in writing signed by an authorized City representative. Upon completion of the Improvements, Developer shall deliver a certified set of as-built plans (in both paper and electronic format) and with the verified actual costs of construction of the Improvements. Prior to acceptance by the City, Developer shall also provide a warranty bond in accordance with City ordinances to ensure that the Improvements remain in good condition and free from defects for a period of one year. The warranty bond is estimated at this time to be in the amount specified in Exhibit C. This is an estimate only and is based upon the information available to the City at this time. A more accurate estimate will be provided upon posting of the warranty bond and execution of a required warranty bond agreement with the City. Upon successful completion, approval in writing by the City, and posting of the warranty bond (accompanied by a warranty bond agreement signed by the parties) by Developer, the City shall accept, own, operate, and maintain the Improvements. Developer shall dedicate to the City ownership of all facilities, easements, and property necessary to properly operate and maintain the Improvements and shall not retain any ownership interest therein.

5. **Secondary Pond.** Developer shall post a performance bond and begin construction of the Secondary Pond improvements within 18 months of this Agreement. Upon construction and acceptance in writing by the City of the secondary pond in accordance with the MDA, as amended: (a) all residences constructed in the Zone 3 water service area using culinary water for outdoor irrigation shall be converted to secondary water use for outdoor irrigation; and (b) Developer will be eligible for additional building permits in Zone 3 above the 175 granted herein so long as all other requirements in the MDA and City ordinances, regulations, and standards are met. To guarantee completion of the secondary pond improvements, Developer shall deposit \$3,750 per lot, upon pulling a permit for such lot, for the 66 lots Developer has title to in a federally-insured financial institution. The City shall be named as the beneficiary/obligee of the escrow account. Developer, City, and the financial institution shall sign a separate escrow agreement on a form approved by the City. Should the Developer install the Secondary Pond Improvements before all 66 lots are sold, City shall release Developer from the obligations so long as: (1) the improvements meet all City standards, regulations, and ordinances; (2) City has accepted the improvements in writing; (3) Developer has paid all fees, including but not limited to impact, inspection, and review fees; and (4) Developer has posted a one-year warranty bond in accordance with City standards and signed a warranty bond agreement with the City.

With respect to the performance and warranty bond, City and Developer shall enter into a separate Bond Agreement. Such agreement shall permit up to monthly draws on the bond up to the amount permitted by City ordinances. City agrees to not withhold such bond draws unreasonably.

6. **Swainson Avenue.** Developer shall cause construction to begin on Swainson Avenue within 18 months of execution of this Agreement in accordance with City standards. So long as Developer meets City ordinances and requirements, City and Developer shall enter into a Reimbursement Agreement pertaining to those road improvements. Developer shall post the requisite performance and warranty bonds and enter into a separate Bond Agreement on a form approved by the City. Such agreement shall permit up to monthly draws on the bond up to the amount permitted by City ordinances. City agrees to not withhold such bond draws unreasonably.

7. **Reimbursement of Proceeds.** Upon installation of the Improvements, acceptance by the City in writing of the Improvements, posting of a one-year warranty bond and execution of a warranty bond agreement with respect to the Improvements, and full payment of all fees, including but not limited to impact, inspection, and review fees, the Proceeds shall be released to the Developer.

8. **Fees.** Developer shall be responsible for all fees including but not limited to impact, inspection, and review fees. Nothing herein shall be construed as negating Developer's obligation to pay such fees.

9. **Excess Capacity/Proportionality.** In consideration of the City entering into this Agreement, Developer hereby agrees to install the Improvements listed in Exhibit B even though the Improvements may be considered to be excess capacity or a disproportionate share of the Developer's burden for the property. Developer hereby agrees to waive any and all actions, lawsuits, or claims it may have, in law or in equity against the City, pertaining to any requirement imposed on Developer to install the Improvements.

10. **Ownership and Improvements.** The City shall own the public improvements which are the subject of this Reimbursement Agreement. Nothing in this Agreement shall be construed to alter or affect in any way Developer's obligations under any other agreement with the City relating to the installation of public improvements or reimbursement therefore.

11. **No Accrual of Interest.** The parties expressly agree that the total potential reimbursement to the Developer, as set forth in this Agreement, has not, to the date of this Agreement, and shall not in the future, accrue interest.

12. **Time is of the Essence.** It is agreed that time is of the essence in the performance of duties and obligations under this Agreement

13. **Notices.** Any notice given under this Agreement shall be in writing and shall be delivered personally or mailed by first class or express mail, addressed as follows:

To City:                      City of Saratoga Springs  
   1307 North Commerce Drive, Suite 200  
   Saratoga Springs, Utah 84045  
   Fax: (801) 766-9794

To Developer:                Henry Walker Land, LLC  
   500 N. Marketplace Dr., Suite 201  
   Centerville, UT 84014

or at such other address as any party may designate by written notice to the other parties as herein provided. Notice shall be deemed given when actually received if personally delivered; and if sent by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States mail properly addressed and postage prepaid.

14. **Term of Agreement.** The term of this Agreement shall be for 18 months from the date of execution by the parties. An extension of no longer than 12 months may be granted if the parties mutually agree in writing.

15. **No Third Party Beneficiaries/Transferrable/Assignment.** This Agreement shall not confer any rights or remedies upon any person other than the parties hereto, the Approved Assignees (as defined below), and their respective agents and representatives. Neither party may assign this Agreement without the prior written consent of the other party and provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement, except for the following approved-assignees.

Approved Assignees:

Richmond American Homes

Except as provided in this paragraph, the rights and obligations of this Agreement shall not be transferrable to, bind, or benefit any successors-in-interest or assign.

16. **Validity and Severability.** If any section, clause or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

17. **Amendments.** This Agreement may be amended only in writing signed by the parties hereto.

18. **Entire Agreement, Counterparts, and Exhibits.** Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof, but only to the extent that any previously-signed agreements conflict with the provisions herein. All waivers and amendments of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A – Legal Description of the Property

Exhibit B – Required Improvements

Exhibit C – Warranty Bond Estimate

19. **Termination/Developer's Breach.** Should Developer fail to perform its obligations pursuant to this agreement to install the Improvements in a timely manner and in accordance with City ordinances and standards and the applicable development and bond agreements, it shall be considered a breach and this Agreement shall terminate and City shall have no obligations to Developer and any successors or assigns. In addition, the following shall be considered a breach of the Developer's obligations herein: Developer's abandonment of the project as determined by City; Developer's insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; the commencement of a foreclosure proceeding

against the Project property; and/or the Project property being conveyed in lieu of foreclosure. If any of the foregoing events occur, this Agreement shall terminate and City shall have no obligations to Developer and any successors or assigns. Also, in the event the applicable development agreement covering the Project expires, this Agreement shall also expire and City shall have no obligations to Developer and any successors or assigns.

20. **Incorporation of Recitals.** The Recitals above are incorporated herein by this reference and are made a part of this Agreement as if fully set forth herein.

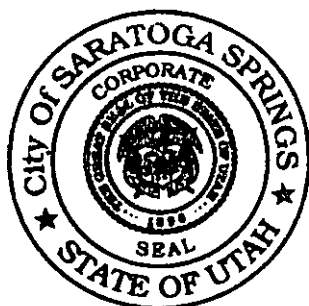
**IN WITNESS WHEREOF**, the parties hereto have executed this Reimbursement Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:

**CITY OF SARATOGA SPRINGS**

By: [Signature]  
City Recorder

[Signature]  
Mayor



**"DEVELOPER"**

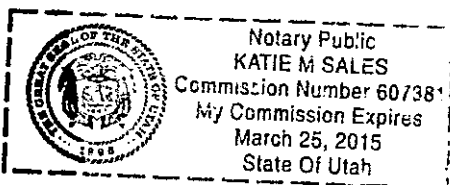
SCP Fox Hollow, LLC  
By: [Signature] Chad Bessinger  
Its: Manager

[Developer Notarization on the Following Pages]

**COMPLETE ONLY IF Developer IS A LIMITED LIABILITY COMPANY**

State of Utah )  
City of Centerville ) :SS

On this 27 day of November, 2012, personally appeared before me Chad Bessinger [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Manager [title], of SCP Fox Hollow, LLC [name of LLC], limited liability company, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.



Katie Sales  
Notary Public

## Exhibit A

All lots in the Village of Fox Hollow Neighborhood "3-A" and "3-B", as on record in the office of the Utah County Recorder, State of Utah.

All lots in the Village of Fox Hollow Neighborhood 6, Phase 3, Subdivision, as on record in the office of the Utah County Recorder, State of Utah.

And the Legal Description for Fox Hollow Neighborhood 6 Phase 2 as follows:

A parcel of land located in the Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point 864.15 feet, North 00°17'21" East along the section line and 288.69 feet, South 89°42'39" East from the Southwest Quarter corner of said Section 12, and running thence North 27°56'05" East, 89.28 feet; thence North 49°49'10" East, 150.27 feet; thence South 60°30'32" East, 793.39 feet; thence South 60°28'56" East, 240.88 feet; thence South 43°58'22" West, 112.29 feet; thence South 20°07'56" West, 62.82 feet; thence South 50°32'24" West, 91.28 feet; thence North 60°30'32" West, 406.51 feet; thence North 29°29'28" East, 20.00 feet; thence North 60°30'32" West, 100.00 feet; thence North 80°09'46" West, 59.46 feet; thence North 60°30'32" West, 230.74 feet; thence North 53°55'18" West, 56.00 feet; thence South 36°04'42" West, 70.05 feet; thence North 53°55'18" West, 111.06 feet; thence North 11°26'55" West, 100.96 feet to the point of beginning. Contains 6.27 acres, more or less.

And the Legal Description for Neighborhood 6 phase 1 of Fox Hollow as follows: A parcel of land located in the Southwest Quarter of Section 12 and the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point 399.14 feet, North 00°17'21" East along the section line and 1067.72 feet, South 89°42'39" East from the Southwest Quarter corner of said Section 12, and running thence South 60°30'32" East, 126.51 feet; thence North 50°32'24" East, 91.28 feet; thence North 20°07'56" East, 62.82 feet; thence North 43°58'22" East, 112.29 feet; thence South 60°28'56" East, 61.27 feet; thence South 17°02'01" East, 4.50 feet; thence North 55°51'42" East, 103.29 feet; thence North 66°00'38" East, 56.00 feet to the northeasterly line of Lori Lane and a 228.00-foot radius curve to the right (center bears South 66°00'38" West); thence along said northeasterly line the following two (2) courses: (1) southeasterly 26.89 feet along the arc of said curve through a central angle of 06°45'23" (chord bears South 20°36'40" East, 26.87 feet) to the point of compound curvature with a 2325.00-foot radius curve to the right; (2) southeasterly 8.67 feet along the arc of said curve through a central angle of 00°12'49" (chord bears South 17°07'34" East, 8.67 feet); thence North 72°44'23" East, 132.00 feet; thence North 72°58'04" East, 96.50 feet to the northeasterly line of Villages Parkway and a 2553.50-foot radius curve to the right (center bears South 72°58'04" West); thence along said line southeasterly 791.18 feet along said line and the arc of said curve through a central angle of 17°45'10" (chord bears South 08°09'21" East, 788.02 feet); thence North 89°16'47" West, 96.50 feet; thence South 79°48'34" West, 153.52 feet; thence South 67°05'19" West, 72.34 feet; thence South 57°16'51" West, 114.73 feet; thence North 74°17'36" West, 188.08 feet; thence North 73°55'05" West, 136.00 feet; thence North 15°42'24" East, 100.00 feet; thence North 03°54'16" West, 59.58 feet; thence North 15°42'24" East, 100.00 feet; thence North 71°46'41" West, 70.07 feet; thence North 46°41'49" West, 65.59 feet; thence North 31°55'17" West, 70.25 feet; thence North 35°34'40" West, 70.01 feet; thence North 23°01'57" East, 65.03 feet; thence North 14°48'40" East, 99.85 feet to the point of beginning.

Contains 12.27 acres, more or less.

## Neighborhood 6 phase 4 of Fox Hollow

A parcel of land located in the Southwest Quarter of Section 12 and the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on westerly section line of said Section 12, said point being 563.44 feet, North 00°17'21" East along the section line from the Southwest corner of said Section 12, and running thence along the westerly line of said Section 12 North 00°17'21" East, 655.58 feet; thence South 89°36'37" East, 30.92 feet; thence North 33°05'52" East, 105.44 feet; thence North 39°46'52" East, 156.80 feet; thence North 51°57'35" East, 99.68 feet; thence South 14°30'13" East, 299.11 feet; thence South 32°11'06" East, 190.17 feet; thence South 49°49'10" West, 150.27 feet; thence South 27°56'05" West, 89.28 feet; thence South 11°26'55" East, 100.96 feet; thence South 53°55'18" East, 111.06 feet; thence North 36°04'42" East, 70.05 feet; thence South 53°55'18" East, 56.00 feet; thence South 60°30'32" East, 100.66 feet; thence South 36°04'42" West, 235.84 feet; thence South 38°10'11" East, 108.20 feet; thence South 43°31'53" East, 182.64 feet; thence South 36°12'18" East, 450.17 feet; thence South 67°52'58" East, 210.36 feet; thence South 73°55'05" East, 52.11 feet; thence South 15°42'24" West, 241.62 feet; thence South 13°20'58" West, 56.04 feet; thence South 15°42'24" West, 80.00 feet; thence South 07°32'26" West, 111.97 feet; thence South 31°06'31" West, 36.46 feet; thence South 75°07'51" West, 224.10 feet to the northeasterly right-of-way line of Foothill Boulevard and a 2090.00-foot radius curve to the left (center bears South 75°07'51" West); thence along said line the following two (2) courses: (1) northwesterly 778.28 feet along the arc of said curve through a central angle of 21°20'09" (chord bears North 25°32'13" West, 773.79 feet); (2) North 36°12'18" West, 770.41 feet to the point of beginning.

Contains 19.04 acres, more or less.

## Neighborhood 6 phase 5 of Fox Hollow

A parcel of land located in the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point 753.85 feet, South 00°11'07" West along the section line and 793.92 feet, South 89°48'53" East from the Northwest Quarter corner of said Section 13, and running thence North 75°07'51" East, 224.10 feet; thence North 31°06'31" East, 36.46 feet; thence North 07°32'26" East, 111.97 feet; thence North 15°42'24" East, 80.00 feet; thence North 13°20'58" East, 56.05 feet; thence North 15°42'24" East, 241.62 feet; thence South 73°55'05" East, 156.00 feet; thence South 74°17'36" East, 188.08 feet; thence South 40°53'07" West, 154.70 feet; thence South 28°39'43" West, 71.83 feet; thence South 20°40'26" West, 70.26 feet; thence North 74°17'36" West, 100.08 feet; thence South 15°42'24" West, 9.05 feet to the point of curvature with a 610.00-foot radius curve to the left; thence southwesterly 10.95 feet along the arc of said curve through a central angle of 01°01'42" (chord bears South 15°11'33" West, 10.95 feet); thence South 74°17'36" East, 100.00 feet; thence South 10°02'43" West, 78.57 feet; thence South 01°42'29" West, 69.97 feet; thence South 06°04'07" East, 68.37 feet; thence South 13°45'25" East, 68.40 feet; thence South 21°26'55" East, 68.43 feet; thence South 29°09'34" East, 68.74 feet; thence South 38°14'05" East, 79.74 feet; thence South 46°43'14" East, 80.00 feet; thence South 44°39'53" East, 89.61 feet; thence South 38°33'21" East, 96.50 feet to the southerly



right-of-way line of Village Parkway and a 803.50-foot radius curve to the right (center bears North 38°33'21" West); thence along said line the following two (2) courses: (1) southwesterly 338.03 feet along the arc of said curve through a central angle of 24°06'15" (chord bears South 63°29'47" West, 335.54 feet); (2) South 75°32'54" West, 344.08 feet to the easterly right-of-way line of Foothill Boulevard; thence along said line the following two (2) courses: (1) North 14°27'06" West, 700.40 feet to the point of curvature with a 2090.00-foot radius curve to the left; (2) northwesterly 15.23 feet along the arc of said curve through a central angle of 00°25'03" (chord bears North 14°39'37" West, 15.23 feet) to the point of beginning.

Contains 11.75 acres, more or less.

## Exhibit B

This scope of work includes finishing the Zone 3 Booster Station including, but not limited to, the electrical, mechanical, piping, controls, constructing new access road and finishing the general construction of the building in accordance with the approved plans and City requirements.

### Piping:

Work will include all valves, fittings, and appurtenances. Work shall include new flange packs and bolts for uninstalled fittings.

Complete installation of the 8 pumps per manufacturer and City specifications.

### Mechanical:

Provide and install (2) new electric heaters as there is no gas line to the facility. SCP will install the existing AC unit on site per manufacturer and City specifications.

### Roads:

A new access road at least 20' in width with 12" of structural fill, 6" of base material and 3" of asphalt shall be installed from the existing cul-de-sac to the pump house existing asphalt pad, a distance of approximately 250'. Road construction and materials shall be in accordance with City standards. A commercial style drive approach shall also be provided at the transition from the cul-de-sac to the access road as per City standards. Any repairs to existing asphalt as necessary to bring it into compliance with City standards shall also be required as part of this scope. This is in addition to and not in lieu of the requirement to construct Swainson Avenue. An access easement shall be dedicated to the City from the end of the existing public ROW to the property line of the City's property no less than 20' in width.

### Building:

The building will have general work to finish the construction as required by Saratoga Springs requirements and in accordance with approved plans. These items include, but are not limited to, finishing the roof system (Soffit and Fascia with some rough carpentry done to complete this item), cleaning the masonry surface to remove concrete scars and graffiti from original construction, as well as sealing the masonry after cleaning.

### Electrical:

Finish electrical system as originally designed. This includes, but is not limited to, utilizing existing copper conductors (300mcm and 2/0awg) for feeds to gear and pumps, provide and install light fixtures as shown on the prints and described in the Light Fixture Schedule, provide and install the convenience receptacles, feeds to exhaust fans and HVAC Unit, and the Pump Control Valves, . install Manual Transfer Switch with a generator receptacle as shown on the prints, . provide labor, raceways, cabling and terminations for required communication between the VFD control panel and the Instrumentation panel (RTU). ,provide and install

materials required for the grounding system and the lightning protection system, coordination with city inspectors and Rocky Mountain Power for new service installs. Scope shall also include continuing to work with City Staff to engineer, furnish, and install electrical and mechanical monitoring parts and instrumentation, controls, and all needed appurtenances to integrate the booster station into the existing City culinary and secondary water system as the City deems appropriate as well as provide funds to reimburse the City for all labor and parts needed to construct and install S.C.A.D.A. monitoring and controlling system.

**Exhibit C**

Electrical:	\$137,000.00
Mechanical/Piping:	\$ 57,000.00
Pumps:	\$327,084.00
Heating/Air:	\$ 15,000.00
Building construction:	\$ 22,000.00
Roads:	\$ 35,000.00
Controls:	\$ 25,000.00
<b>Total:</b>	<b>\$ 618,084.00</b>

**10% warranty for one-year: \$61,800<sup>1</sup>.**

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<sup>1</sup> This is an estimate only. Actual amount will depend on the City Engineer's Estimate determined at final acceptance of improvements..