

Springville City Corporation
50 South Main
Springville, Utah 84663

ENT 75567:2006 PG 1 of 16
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Jun 16 1:52 pm FEE 0.00 BY VM
RECORDED FOR SPRINGVILLE CITY CORPORATIO

**RESIDENTIAL DEVELOPMENT AGREEMENT
PHEASANT VALLEY SUBDIVISION**

This **RESIDENTIAL DEVELOPMENT AGREEMENT** is entered into as of the 13th day of June, 2006 by and between Western Oasis Properties, L.C., (hereinafter referred to as "Developer") located at 320 South State Street, Orem, Utah 84058, as Developer of certain real property located in Springville, Utah and more particularly described on Exhibit "A" attached hereto and by reference incorporated herein, on which Developer proposes the development of residential homes entitled Pheasant Valley Subdivision (hereinafter referred to as the "Project"), and **SPRINGVILLE CITY**, a municipality of the State of Utah (hereinafter referred to as "City") located at 50 South Main, Springville, Utah 84663.

RECITALS

A. Developer owns real property located in Springville City, Utah County, Utah, located at approximately 550 South 950 West, established by the Plat plan in Exhibit "A" that is attached and incorporated by reference ("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, as currently anticipated, consists of one (1) phase in the form, design, and plan set forth on the approved improvement drawings attached as Exhibit "B" hereto. The City has issued to Developer final plat approval for Phase 1 ("Plat A") of the Project and a copy of the final subdivision plats for Phase 1 is attached hereto as Exhibit "C."

C. The City, acting pursuant to its authority under Utah Code Annotated, §10-9-101, *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 _____, and/or, as applicable, his 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 in accordance with Springville City Codes, the Springville City Standard Specifications and Drawings, and the approved improvement drawings (Exhibit B).

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. City will provide all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of primary power service.

4. **Commencement**

Developer will not commence the Improvements on the Project until all authority required by Springville City Code is received. Upon the City Council's final subdivision plat approval for a

phase of the Project and the City's approval of construction of the Improvements for such phase, Developer shall have one (1) year to complete Improvements for such approved phase. If the Improvements are not completed within such one (1) year periods, 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 connections to the Improvements that occur before: (1) The City accepts those Improvements and (2) Developer assigns and conveys such Improvements to the City, are made at the Developer's risk. The City shall not issue use and occupancy permits for residential units within the phase until such time as Developer assigns and/or 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 "D". If the Project is developed in phases, the performance bond shall be furnished with respect to each plat in the amount for the Improvements in such plat at the time of recordation of each such plat. The Bond may be released with respect to each plat in accordance with current City policy with the exception of a durability retainage. 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 two (2) years after the acceptance by the City of the Improvements with respect to each plat.

9. **Reimbursable Improvements**

The City has not required Improvements on the Project which are larger than would be required to serve the Project only. Therefore, there are no reimbursable improvements.

10. **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.

11. **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 10.76 shares or equivalent for Plat A of the Project.

12. **Electrical Extension Fees**

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

13. **Impact Fees**

Developer acknowledges that the City is currently considering adoption of, or revision to, water, sewer, park road, storm drain and public safety impact fees ("Impact Fees"). At the time that Developer obtains building permits for residential units within the Project, Developer agrees to pay any Impact Fees in accordance with then applicable City ordinances either by direct payment or by credit/offset for amounts otherwise reimbursable to Developer pursuant to Section 9 above.

14. **Recording Fees**

Developer agrees to pay recording fees of \$ 77.00 for Plat A. 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.

15. **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.

16. **Conditions, Covenants and Restrictions (CC&R's)**

CC&R's shall be provided by the Developer. Recording fees are including in the recording fees for Plat A set forth in paragraph 14 above.

17. **Landscaping**

Developer agrees to complete all landscaping within the dedicated open spaces and in accordance with Springville City code and specifications. The landscaping and irrigation system will be installed prior to final inspection with respect to each plat. A landscaping plan has been attached as Exhibit "F."

18. **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 \$295.00 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.

19. **Point Source Delivery Fee**

In order to access the irrigation company infrastructures for storm drain purposes. Developer agrees to pay a Point Source Delivery fee in the amount of \$2,000.00 per acre of residential development and \$3,000.00 per acre of commercial or industrial development. This fee shall be forwarded to the irrigation company for improvements necessary to accept developments storm drain flows into their canal and drainage system.

20. **Phasing**

The Project shall be completed in a total of one (1) phase. Developer agrees to install all Improvements as set forth on the plat for Plat A within one (1) year of this Agreement.

21. **Westfields Overlay Zone Participation/Minimum Requirements**

In accordance with City ordinance, the following are minimum standards for single-family detached dwellings developed in the Westfields.

- (a) The same elevation may not be used on the adjacent two lots on either side of the subject property or the five lots across the street from the subject property on any block length.
- (b) No garage shall occupy more than 40% of the total building frontage. This measurement does not apply to garages facing on a carriage way, or setback at least 20 feet from the front of the house or that are side loaded.
- (c) In any lot with street frontage of 60' or less that includes a carriage way, all required parking shall be accessed from the carriage way. The required parking shall be setback a minimum of five feet from the rear property line.
- (d) Front loaded garages on lots with street frontage of 60' or less must be setback a minimum of 20' from the required front setback of the house. *(Single-family only)*
- (e) Single-family detached houses may have a roof pitch of no less than 5/12.
- (f) All walls which face a public street must contain at least 25% of the wall space in windows or doors. However, on homes that have side-loaded garages, all walls which face a public street must contain at least 20% of the wall space in windows or doors.
- (g) Primary entrances shall face the public street and sidewalk.
- (h) Windows shall not be flush with exterior walls. They shall be recessed or treated with a trim.
- (i) The use of materials must be consistent on the front and side for houses on interior lots and all sides of the house for corner lots.

22. **Westfields Overlay Zone Participation/Bonus**

Developer has chosen not to participate in the bonuses for maximum density in the Westfields Overlay Zone.

23. **Variations Approved**

No variations have been approved for this Development.

24. **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, addressed as shown below:

Developer:

Western Oasis Properties, L.C.
 Larry Myler
 320 South State Street
 Orem, Utah 84058

City:

Mayor
 Springville City
 50 South Main Street
 Springville, Utah 84663

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

25. **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 two (2) years 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.

26. **Documents**

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

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **Severability**

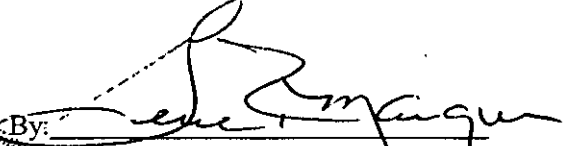
Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.

34. **Modification**

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

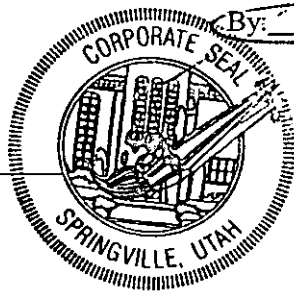
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

SPRINGVILLE CITY

By: 
Gene R. Mangum, Mayor

Attest:


CITY RECORDER



DEVELOPER

By: *[Signature]*

By: Larry Myler

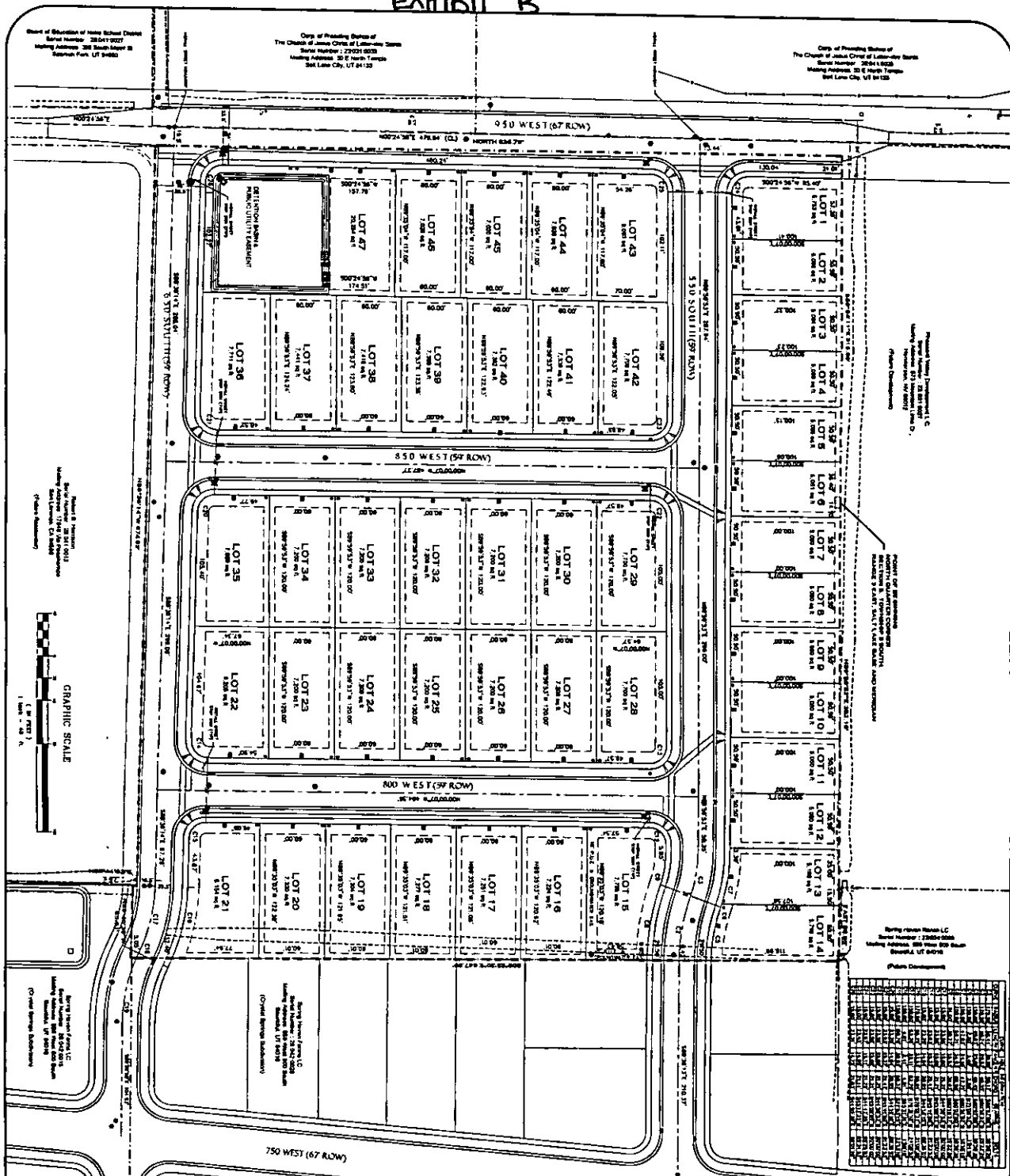
Its: manager

Exhibit "A"

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BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°59'52" EAST 352.10 FEET; THENCE EAST 66.00 FEET; THENCE SOUTH 00°25'30" EAST 647.90 FEET; THENCE NORTH 88°40'30" WEST 65.91 FEET; THENCE NORTH 00°11'02" EAST 3.67 FEET ALONG AN AGREED BOUNDARY LINE BETWEEN PHEASANT VALLEY DEVELOPMENT, L.C. TO THE EAST AND ROBERT B. HARRISON TRUST TO THE WEST; THENCE NORTH 88°36'14" WEST 674.02 FEET ALONG AN AGREED BOUNDARY LINE BETWEEN PHEASANT VALLEY DEVELOPMENT, L.C. TO THE NORTH AND ROBERT B. HARRISON TRUST TO THE SOUTH; THENCE NORTH 626.79 FEET; THENCE SOUTH 89°54'11" EAST 316.80 FEET TO THE POINT OF BEGINNING.

EXHIBIT B



Board of Education of Honey School District
Serial Number: 28541-2027
Meeting Address: 328 South Major St
Salt Lake City, UT 84143

City of Provo, Utah
The Church of Jesus Christ of Latter-day Saints
Serial Number: 27201-0028
Meeting Address: 312 North Temple
Salt Lake City, UT 84143

City of Provo, Utah
The Church of Jesus Christ of Latter-day Saints
Serial Number: 26461-0028
Meeting Address: 312 North Temple
Salt Lake City, UT 84143

Serial 3 Addition
Serial Number: 28141-0014
Meeting Address: 1745 West Provo
Salt Lake City, UT 84119
(Other Additions)



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Meeting Address: 1745 West Provo
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(Other Additions)

PHOENIX VALLEY FISHHATCHERY
Description:
Beginning at North Quarter Corner of Section 5, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 89°27'27" East 332.10 feet; thence East 00°00'00" North; thence South 00°23'30" East 641.780 feet; thence North 89°11'12" East 313.87 feet along an agreed boundary line between Phoenix Valley Development, L.C. to the East and Robert B. Hemmon Trust to the West; thence North 89°26'14" West 674.02 feet along an agreed boundary line between Phoenix Valley Development, L.C. to the North and Robert B. Hemmon Trust to the South; thence North 02°19' West; thence South 89°24'11" East 316.80 feet to the point of beginning.
Containing 488.67783 ac. ft. or 10.78 acres.

NOTES:
1. Public Utility Easements: (all typical unless noted otherwise on drawing)
a. 10' Utility Easement
b. 10'00" Sewer = 5'00" Right-of-Way
2. Orientation labels are to be indicated with grass and have an automatic underground sprinkler system installed. The Orientation Basin will be owned and maintained by the owner of the lot. (Said owner can not be held liable for any damage to the basin in any way.)
3. No trees are to be planted in the Orientation Basin enclosures.
4. No lawnmowers are allowed in this subdivision. (Weedaback)



<p>3</p> <p>Serial 3 Addition Serial Number: 28141-0014 Meeting Address: 1745 West Provo Salt Lake City, UT 84119 (Other Additions)</p>	<p>PHOENIX VALLEY STEVE KELLY SITE PLAN</p>	<p>A.L.M. & ASSOCIATES, INC. ENGINEERING · SURVEYING · DEVELOPMENT · PLANNING 2230 NORTH UNIVERSITY PARKWAY, BUILDING 80, PROVO, UTAH 84604 PHX(801) 374-6262</p>	
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EXHIBIT D
(Pg 1 of 2)
SPRINGVILLE CITY

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Pheasant Valley Bond Form

Subdivision Name	Pheasant Valley	Owner	Steve Kelley	Date	2/13/2006
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	1268	lf	\$ 20.61	\$ 26,133.48		\$ -		\$ -
Sewer Man Hole (4' Diam)	3	ea	\$ 1,980.70	\$ 5,942.10		\$ -		\$ -
Sewer Man Hole (5' Diam)	3	ea	\$ 2,356.57	\$ 7,069.71		\$ -		\$ -
Sewer Service	47	ea	\$ 754.37	\$ 35,455.39		\$ -		\$ -
Air Test	1268	lf	\$ 0.82	\$ 1,039.76		\$ -		\$ -
Deflection Test	1268	lf	\$ 0.82	\$ 1,039.76		\$ -		\$ -
Jet Cleaning	1268	lf	\$ 0.38	\$ 481.84		\$ -		\$ -
Televising	1268	lf	\$ 0.55	\$ 697.40		\$ -		\$ -
Manhole Vacuum Test	3	ea	\$ 59.00	\$ 177.00		\$ -		\$ -
Concrete MH Collars	6	ea	\$ 389.40	\$ 2,336.40		\$ -		\$ -
Engineered Fill	751	qu/yd	\$ 10.39	\$ 7,805.17		\$ -		\$ -
Total Sewer				\$ 88,178.01		\$ -		\$ -

Water

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Water Main	2520	lf	\$ 16.37	\$ 41,252.40		\$ -		\$ -
Water Valves	18	ea	\$ 852.02	\$ 15,336.36		\$ -		\$ -
Cncrt Valve Box Collars	18	ea	\$ 259.60	\$ 4,672.80		\$ -		\$ -
1 Inch Water Service	47	ea	\$ 792.06	\$ 37,226.82		\$ -		\$ -
2 Inch Water Blowoff		ea	\$ 750.43	\$ -		\$ -		\$ -
Air Relief Valve	4	ea	\$ 1,536.20	\$ 6,144.80		\$ -		\$ -
Fire Hydrants	6	ea	\$ 2,507.45	\$ 15,044.70		\$ -		\$ -
Tracer Wire	2520	lf	\$ 0.20	\$ 504.00		\$ -		\$ -
High Chlorine Test	1	ea	\$ 30.00	\$ 30.00		\$ -		\$ -
Pressure Test	4	sc	\$ 100.00	\$ 400.00		\$ -		\$ -
Bacteria Test	1	ea	\$ 100.00	\$ 100.00		\$ -		\$ -
Engineered Fill	747	qu/yd	\$ 10.39	\$ 7,758.84		\$ -		\$ -
Total Water				\$ 128,470.72		\$ -		\$ -

Pressurized Irrigation

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
6 Inch Main	3085	lf	\$ 12.32	\$ 38,007.20		\$ -		\$ -
6 Inch Water Valves	18	ea	\$ 658.75	\$ 11,857.50		\$ -		\$ -
Cncrt Valve Box Collars	18	ea	\$ 259.60	\$ 4,672.80		\$ -		\$ -
2 Inch Irrigation Blowoff	2	ea	\$ 1,065.98	\$ 2,131.96		\$ -		\$ -
1 Inch Service	5	ea	\$ 543.44	\$ 2,717.20		\$ -		\$ -
2" Double Lateral	21	ea	\$ 765.32	\$ 16,071.72		\$ -		\$ -
Tracer Wire	3085	lf	\$ 0.20	\$ 617.00		\$ -		\$ -
Pressure Test	4	sc	\$ 100.00	\$ 400.00		\$ -		\$ -
Engineered Fill	857	qu/yd	\$ 10.39	\$ 8,903.65		\$ -		\$ -
Total PI				\$ 85,379.03		\$ -		\$ -

Storm Drain

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
4 Inch Drain (Peforated ADS)	410	lf	\$ 6.58	\$ 2,697.80		\$ -		\$ -
12 Inch Drain (HDPE)		lf	\$ 22.25	\$ -		\$ -		\$ -
15 Inch Drain (RCP)	1638	lf	\$ 25.09	\$ 41,097.42		\$ -		\$ -
18 Inch Drain (RCP)	465	lf	\$ 28.67	\$ 13,331.55		\$ -		\$ -
60" Storm Man Hole	13	ea	\$ 2,589.70	\$ 33,666.10		\$ -		\$ -
48" Sump		ea	\$ 2,200.00	\$ -		\$ -		\$ -
Storm Inlet Box (2x3x4)	17	ea	\$ 1,572.66	\$ 26,735.22		\$ -		\$ -
Pre-Treatment Storm Inlet Box	2	ea	\$ 2,522.96	\$ 5,045.92		\$ -		\$ -
SD Basin Box/Overflow	1	ea	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -
Televising	2103	lf	\$ 0.55	\$ 1,156.65		\$ -		\$ -
Engineered Fill	772	qu/yd	\$ 10.39	\$ 8,024.54		\$ -		\$ -
Total Storm				\$ 134,755.20		\$ -		\$ -

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Clear & Grub	5217	qu/yd \$ 1.25	\$ 6,521.67		\$ -		\$ -
3" Asphalt	95366	sf \$ 1.23	\$ 117,300.18		\$ -		\$ -
Street - Road Base	2356	qu/yd \$ 10.39	\$ 24,477.73		\$ -		\$ -
Imported Fill	3532	qu/yd \$ 10.39	\$ 36,698.25		\$ -		\$ -
30" Curb & Gutter	5031	lf \$ 13.50	\$ 67,918.50		\$ -		\$ -
Curb Road Base	369	qu/yd \$ 10.39	\$ 3,833.29		\$ -		\$ -
5' Cross Gutter		sf \$ 6.52	\$ -		\$ -		\$ -
5' Sidewalk	4198	lf \$ 12.50	\$ 52,475.00		\$ -		\$ -
SW Road Base	257	qu/yd \$ 10.39	\$ 2,665.50		\$ -		\$ -
Pedestrian ADA Ramp	13	ea \$ 1,200.00	\$ 15,600.00		\$ -		\$ -
1" Overlay		sf \$ 0.24	\$ -		\$ -		\$ -
Total Streets			\$ 327,490.11		\$ -		\$ -

Electric, Landscaping & Misc.

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Street Lights	6	ea \$ 2,200.00	\$ 13,200.00		\$ -		\$ -
Landscaping		sq/ft \$ 1.27	\$ -		\$ -		\$ -
Meter Conduits		per/lot \$ 101.50	\$ -		\$ -		\$ -
Mobilization		ls \$ 3,238.83	\$ -		\$ -		\$ -
Trench Backfill		ton \$ 6.25	\$ -		\$ -		\$ -
10' AC Trail		lf \$ 29.39	\$ -		\$ -		\$ -
Total Other			\$ 13,200.00		\$ -		\$ -
Totals			\$ 777,473.08		\$ -		\$ -

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

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

15% Contingency	\$ 116,620.96				\$ -
10% Warranty	\$ 77,747.31				\$ -
Totals	\$ 971,841.34				\$ -

Less Prior Draws
Amount Due This Draw

Remaining Balance

Street Signs	Each	Total
6	\$ 200.00	\$ 1,200.00
Street Trees	Each	Total
100	\$ 295.00	\$ 29,500.00

Signatures:

Bradley D. Stapley -PW Admin

Jeffrey L. Anderson - Senior Engineer

David R. Andreason - PW Inspector

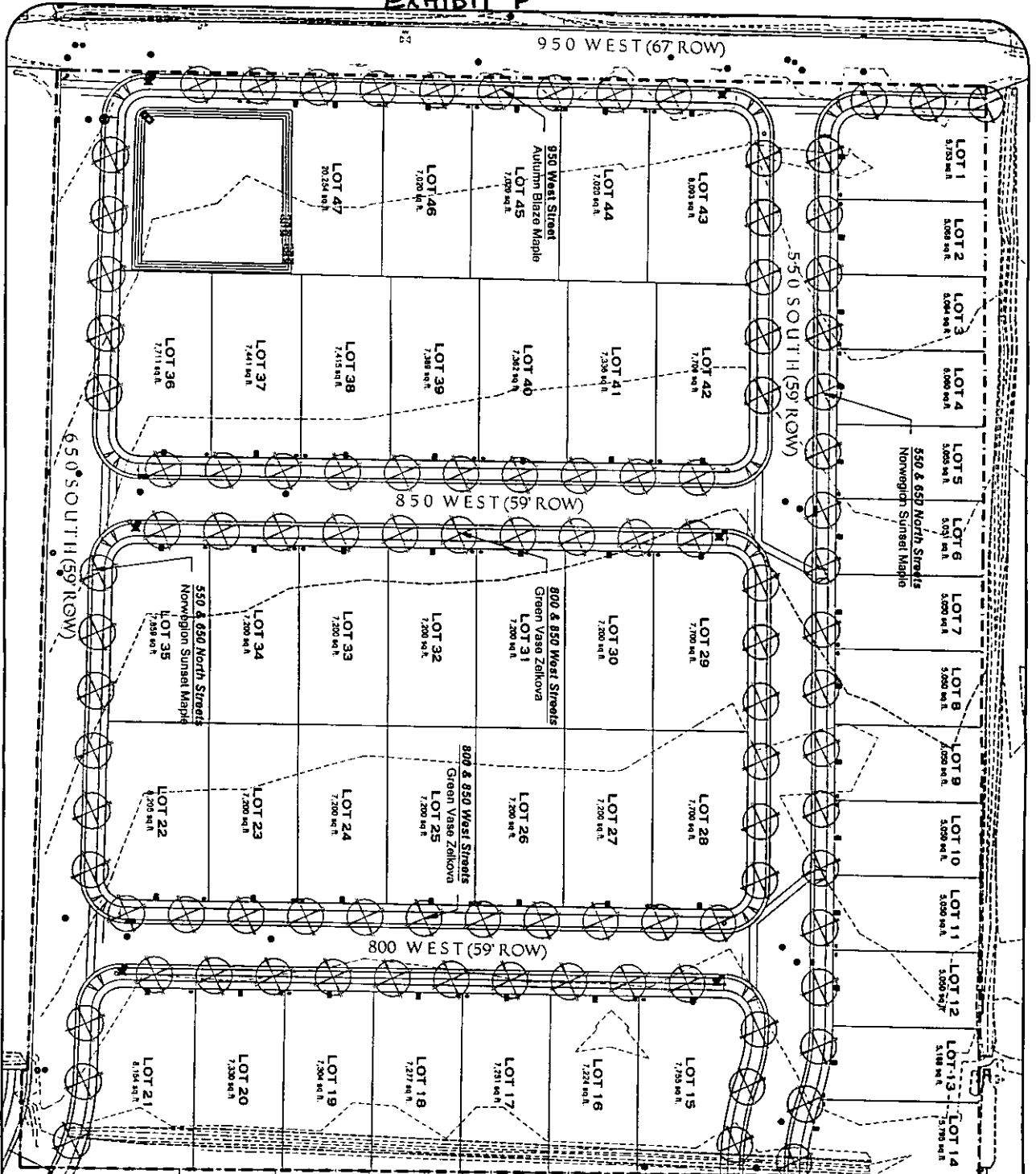
Date:

Developer

EXHIBIT E

SPRINGVILLE CITY ELECTRIC DEPARTMENT			
NEW SUBDIVISION EXTENSION FEE ESTIMATE			DATE: 12/21/2005
SUBDIVISION NAME: PHEASANT VALLEY			
UNDERGROUND PRIMARY DISTRIBUTION MATERIAL COSTS:			
<u>MATERIAL</u>	<u>QUANTITY</u>	<u>COST</u>	<u>EXTENDED</u>
HOTLINE STIRRUP CONNECTOR	3	\$12.65	\$37.95
HOTLINE HOTTAPS	3	\$10.41	\$31.23
COPPER GROUND WIRE	300	\$0.22	\$66.00
CONTINUOUS 200A CUTOUT	3	\$110.00	\$330.00
RISER 9KV SURGE ARRESTERS	3	\$57.50	\$172.50
RISER FLOOD SEAL CAP-THREE	1	\$33.00	\$33.00
CABLE TERMINATION KITS 1/0	3	\$38.00	\$114.00
CABLE ELBOW TERMINATION KITS 1/0	35	\$28.63	\$1,002.05
ELBOW SURGE ARRESTER	4	\$110.00	\$440.00
INSULATED PROTECTIVE CAPS	11	\$25.28	\$278.08
GROUND RODS W/CLAMP	12	\$11.95	\$143.40
CABINET GROUNDING LUGS	24	\$3.20	\$76.80
PRIMARY JUNCTION CABINET W/BASE	2	\$992.00	\$1,984.00
TRANSFORMERS-25 KVA 240/120	1	\$1,400.00	\$1,400.00
TRANSFORMERS-50 KVA 240/120	6	\$1,650.00	\$9,900.00
TRANSFORMER BASE	7	\$175.00	\$1,225.00
TRANSFORMER SECONDARY BLOCKS	21	\$13.00	\$273.00
PRIMARY CABLE 15KV 175MIL 1/0	7500	\$1.70	\$12,750.00
SECONDARY CABLE # 2 URD	0	\$0.65	\$0.00
SECONDARY CABLE # 4/0 URD	3000	\$1.65	\$4,950.00
STREET LIGHT POLES W/FIXTURE	6	\$820.00	\$4,920.00
SECONDARY DOME JUNCTIONS	27	\$85.00	\$2,295.00
SECONDARY STREET LIGHTING J-BOXES	0	\$85.00	\$0.00
SECONDARY SQUIDS	71	\$13.00	\$923.00
ELECTRICAL TAPE 33+	50	\$2.50	\$125.00
GROUNDING CONNECTORS	80	\$0.50	\$40.00
POLYWATER CABLE LUBE	12	\$27.00	\$324.00
		MATERIAL TOTAL	\$43,834.01
	<u>HOURS</u>	<u>RATE</u>	
EQUIPMENT			
SERVICE BUCKET TRUCK	40	\$50.00	\$2,000.00
LINE TRUCK	40	\$75.00	\$3,000.00
BUCKET TRUCK	24	\$75.00	\$1,800.00
DUMP-FLAT BED	16	\$35.00	\$560.00
SINGLE REEL TRAILER	16	\$18.00	\$288.00
THREE REEL TRAILER	16	\$30.00	\$480.00
CABLE PULLER	24	\$50.00	\$1,200.00
LABOR			
LINECREW SUPERVISOR	72	\$46.05	\$3,315.60
POWER LINE TECHNICIAN-JOURNEY	144	\$38.60	\$5,558.40
POWER LINE TECHNICIAN-APPRENTICE	72	\$26.50	\$1,908.00
DESIGN AND INSPECTION	16	\$55.00	\$880.00
		LABOR AND EQUIPMENT TOTAL	\$20,990.00
		PROJECT ESTIMATED COST	\$64,824.01
		10% CONTINGENCY	\$6,482.40

EXHIBIT F



Springville City Parks Department
Office of the City Planner
Springville, Utah 84403

Plant Legend

Tree Placement Details

1. Tree Placement: The "T" symbol indicates the location and size of the tree to be planted.
2. Tree Species: The number next to the "T" symbol indicates the tree species to be planted.
3. Tree Size: The number next to the "T" symbol indicates the tree size to be planted.
4. Tree Spacing: The number next to the "T" symbol indicates the spacing between trees.
5. Tree Orientation: The number next to the "T" symbol indicates the orientation of the tree.
6. Tree Orientation: The number next to the "T" symbol indicates the orientation of the tree.
7. Tree Orientation: The number next to the "T" symbol indicates the orientation of the tree.
8. Tree Orientation: The number next to the "T" symbol indicates the orientation of the tree.
9. Tree Orientation: The number next to the "T" symbol indicates the orientation of the tree.
10. Tree Orientation: The number next to the "T" symbol indicates the orientation of the tree.
11. Tree Orientation: The number next to the "T" symbol indicates the orientation of the tree.
12. Tree Orientation: The number next to the "T" symbol indicates the orientation of the tree.
13. Tree Orientation: The number next to the "T" symbol indicates the orientation of the tree.
14. Tree Orientation: The number next to the "T" symbol indicates the orientation of the tree.

Scale

1" = 10'

North Arrow

GRAPHIC SCALE

0 10 20 30 40 50 60 70 80 90 100

	PHEASANT VALLEY STEVE KELLY STREET TREE PLAN	<p>A.L.M. & ASSOCIATES, INC. ENGINEERING · SURVEYING · DEVELOPMENT · PLANNING 2230 NORTH UNIVERSITY PARKWAY, BUILDING 80, PHOENIX, UTAH 84404 PCL 8011 374-6282</p>	
	10 OF 10 SHEETS SHEET NO. 10 PROJECT NO. 75567-1103		