

ENT 99196:2013 PG 1 of 19 JEFFERY SMITH UTAH COUNTY RECORDER 2013 Oct 23 3:22 pm FEE 81.00 BY EO RECORDED FOR SARATOGA SPRINGS CITY



SUBDIVISION DEVELOPMENT AGREEMENT FOR THE BENCHES, PLAT 9 SUBDIVISION

THIS AGREEMENT is made and entered into by and between the CITY OF SARATOGA SPRINGS ("City") and Edge Homes ("Developer").

RECITALS:

- A. The City has given final approval of The Benches Plat 9 Subdivision consisting of 33 lots on approximately 15.323 acres (the "Subdivision"). The legal description for the Subdivision is attached as Exhibit A, incorporated herein and made a part hereof by this reference. That approval was subject to, among other things, the execution of this Agreement.
- B. This Agreement is being entered into by the City and Developer to provide for the construction of and bonding for subdivision improvements and to provide for other matters relating to the subdivision as herein set out. The required subdivision improvements are set forth in: (a) the attached Bond Calculation for City of Saratoga Springs (attached as Exhibit B); (b) the Phasing Plan, Landscape Plan, amenities details, building elevations, and other project plans ("Project Plans") (attached as Exhibit C); and the construction drawings approved by the City Engineer on 2013, ("Construction Drawings"), which are incorporated herein by this reference. The required subdivision improvements are collectively referred to as "Subdivision Improvements."

AGREEMENT:

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

- 1. <u>Subdivision Improvements.</u> Developer agrees to make, construct, or install the Subdivision Improvements within a period of two years of recording the subdivision plat. The Subdivision Improvements shall be constructed and installed in a good and workmanlike manner and in full accordance with: (a) the Bond Calculation, Project Plans, and Construction Drawings; (b) any applicable ordinances, resolutions, and standards of City; and (c) any applicable federal, state and local laws, rules and regulations. Developer will supply the City with As-Built drawings showing the Subdivision Improvements when they are completed. Developer shall not be released from its obligations herein unless and until City accepts such improvements in advance and in writing as meeting all Project Plans, Construction Drawings, any applicable ordinances, regulations, and standards of City, and all applicable federal, state, and local laws, rules, and regulations. The Subdivision Improvements and all off-site improvements required to provide services to the Subdivision must be completed before the City will issue any building permits or certificates of occupancy.
- 2. <u>Performance Bond and Warranty Bond.</u> Developer shall be required to post a performance and warranty bond and sign a bond agreement on forms provided and approved by the City to guarantee installation and good workmanship of the Subdivision Improvements, which shall occur concurrently with recordation of the subdivision plat. A bond provided as a guarantee of installation or warranty of the Subdivision Improvements shall be in the form of a Letter of Credit, Escrow, or Cash Bond. Each bond agreement shall be recorded against the portion of the Property to which it applies. The required improvements for which a bond will be required at this time are listed in Exhibit B as the "Bonded Improvements," which improvements include certain of the Subdivision Improvements for which a performance bond and warranty bond is required. The requirements of this Section with respect to the Bonded Improvements are separate from the obligations of Developer to install the Subdivision Improvements.

Despite the requirements of section 1 to install the Subdivision Improvements before a building permit is issued, the City may allow building permits to be issued before improvements are installed if a performance and warranty bond is posted when, in the opinion of the City Engineer, delaying those improvements will not cause public safety or utility services problems for the homes being issued permits. The bond agreement, among other things, shall specify the timeframe in which the improvements must be completed. The City Engineer may make these exceptions on a case-by-case basis but only in strict compliance with applicable City ordinances, which may change from time-to-time.

3. <u>Dedication of Improvements</u>. <u>Dedication of Improvements</u>. Other than improvements specifically shown as private on the subdivision plat, project plans, or constructions drawings, the Subdivision Improvements as

well as all public open space, streets, trails, and easements as set out in the Subdivision Plat shall be dedicated to City upon City's acceptance in writing of the same. Developer, by signing below, hereby dedicates all such public improvements to the City.

- 4. <u>Compliance with Conditions Imposed by City</u>. Developer agrees to comply with any and all conditions imposed by the Planning Commission or the City Council during the permitting and approval process as set forth in the adopted staff reports, written and audio transcripts, and official written minutes of the City Planning Commission and City Council. Such conditions are hereby incorporated herein by this reference.
- 5. <u>Sewer Service</u>. City agrees to provide sewer service to the Subdivision at standard rates generally charged for other development within the City in accordance with the ordinances, rules, and regulations of the City and the Timpanogos Special Service District ("Timpanogos") covering sewer service on the following conditions:
 - 5.1. <u>Sewer Lines</u>. City shall not be obligated to provide sewer to any lot until all sewer lines within the Subdivision and all off-site sewer lines and/or facilities required to provide sewer service to the Subdivision are completed and accepted by the City.
 - 5.2. Sewer Fees. Timpanogos requires payment of an impact fee/capital facilities charge which is subject to change from time to time by Timpanogos. The impact fee/capital facilities charge is currently collected by the City but may hereafter be collected directly by Timpanogos and may hereafter be collected as a capital facilities charge or as an impact fee. Developer acknowledges and agrees that said capital facilities charge or impact fee by Timpanogos is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City. Lot Owners shall be required to pay any and all connection fees and/or impact fees at the time building permits are obtained for their Lots.
- 6. <u>Water Service</u>. City agrees to provide culinary and secondary (outside irrigation) water service to the Subdivision at standard rates generally charged for other development within City in accordance with the Ordinances and rules and regulations of City covering water service on the following conditions:
 - 6.1. <u>Water Facilities and Water Rights</u>. Secondary water facilities and water rights for culinary and secondary water are being purchased from the City or are otherwise being provided in accordance with the City's Water Utilities Ordinance in connection with the recording of the Subdivision Plat.
 - 6.2. Water Lines. City shall not be obligated to provide water service to any lots in the Subdivision until all culinary and secondary water lines within the Subdivision and all offsite culinary and secondary water lines and/or facilities required to provide water service to the Subdivision are completed and approved and accepted by City.
 - 6.3. Water Fees. Lot Owners shall be required to pay culinary water connection fees at the time building permits are obtained for their Lots. The lot owners shall also be required to pay fees to cover the costs of water meters and the costs to connect the same in order to receive water service.
- 7. <u>Other Municipal Services</u>. City shall provide standard municipal services to the Subdivision in the same manner and level as said services are provided to other developments in the City subject to the payment of all fees and charges charged or levied therefore by the City.
- 8. <u>Street Lighting SID</u>. The land covered by the Subdivision and all lots and parcels in the Subdivision shall be added to the City's Street Lighting Special Improvement District ("Lighting SID") for the maintenance of the street lighting. Developer has or will give written consent to have the land covered by the Subdivision included in the Lighting SID as a condition to final plat approval. The Lighting SID is not for the installation of street lights but is for the maintenance of the street lights that Developer is required to install as part of the Subdivision Improvements.
- 9. <u>Impact Fees</u>. All City-imposed impact fees, including but not limited to culinary water, secondary water, roadways, storm drainage, wastewater, parks and open space, and public safety facilities shall be imposed on all lots

in the Subdivision in accordance with any City impact fee ordinance and shall be paid prior to the issuance of a building permit for any development on a lot in the Subdivision. Developer, by signing this Agreement, waives any rights to challenge such Impact Fees in law or in equity.

10. <u>Rights of Access.</u> The City Engineer and other representatives of the City shall have the right of access to the Subdivision during construction to inspect or observe the work on the Subdivision Improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

11. Successors and Assigns.

- 11.1. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property.
- 11.2. <u>Individual Lot or Unit Sales</u>. Notwithstanding the provisions of subsection 11.1., a transfer by Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

12. Default.

- 12.1 <u>Events of Default</u>. Upon the happening of one or more of the following events or conditions Developers or City, as applicable, shall be in default ("Default") under this Agreement:
 - 12.1.1. a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;
 - 12.1.2. a determination by City made upon the basis of substantial evidence that Developers have not complied in good faith with one or more of the material terms or conditions of this Agreement; or
 - 12.1.3. any other event, condition, act, or omission, either by City or Developers that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

12.2. <u>Procedure Upon Default.</u>

12.2.1. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the

other party to be in breach of this Agreement and may take the action specified in subsection 12.3. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

- 12.2.2. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.
- 12.3. <u>Breach of Agreement</u>. Upon Default as set forth in subsection 12.1 above, City may declare Developer to be in breach of this Agreement and City, until the breach has been cured by Developer, may: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. In addition to such remedies, City or Developers may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.
- 13. <u>Fees.</u> Concurrent with the execution of this Agreement and prior to recording the Subdivision Plat, Developer shall pay to City all fees for subdivision approval and all engineering and other fees for inspection and testing of the Subdivision Improvements. Developer shall reimburse City for its attorney's fees in negotiating and drafting this Agreement and other documents and agreements involved with the subdivision and subdivision approval.
- 14. <u>Time of the Essence</u>. It is agreed that time is of the essence in the performance of duties and obligations under this Agreement.
- 15. <u>Notice</u>. Any notice given under this Agreement shall be written and shall be delivered personally, by first class mail or by express mail addressed as follows:

To City: City of Saratoga Springs

1307 North Commerce Drive, Suite 200

Saratoga Springs, Utah 84045

To Developer: Edge Homes

Attn: Steve Maddox

480 West 800 North, Suite 200

Orem, Utah 84057

Or other such address as either party may designate by written notice to the other party as herein provided.

- 16. <u>Construction</u>. This Agreement shall be governed as in validity, enforcement, construction, effect, and in all other respects by the Laws of the State of Utah. The section headings and numbers are for convenience only and are not to be used to construe or interpret the provision of this Agreement.
- 17. <u>Waiver</u>. No failure or delay in exercising any right or privilege hereunder on the part of any party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the party making the waiver.
- 18. Changes to Project. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developers may request approval of material modifications to the Plans from time to time as Developers may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the portion of the Property being developed by more than ten (10) percent; (ii)

substantially changes the exterior appearance of the project; (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimus; or (iv) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent with the standards for approval set forth herein.

- 19. <u>Recordation of Subdivision Development Agreement</u>. No later than ten (10) days after the City and Developer enter into this Agreement, or as soon is reasonably practicable, the City Recorder shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Utah.
- 20. <u>No Third-Party Beneficiaries.</u> This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement. This includes but is not limited to the obligations and rights pertaining to the Subdivision Improvements. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.
- 21. <u>Covenants Running with the Land</u>. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees.
- 22. <u>Method of Enforcement</u>. The City may look to Developer, the Home Owners' Association, and/or to each lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the City to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general City taxes and assessments that are a lien on the Project. The City may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.
- 23. <u>Reserved Legislative Powers.</u> Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developers' vested rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developers' vested rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developers shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property.
- 24. <u>Title Easement for Improvements</u>. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developers pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developers shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developers shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developers shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.
- 25. <u>Subjection and Subordination</u>. The Developer and each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof. Each such person or entity agrees to provide written

evidence of that subjection and subordination within 15 days following a written request in a form reasonably satisfactory to the City.

26. Incorporation of Recitals and Introductory Paragraphs. The Recitals contained in this Agreement, and the introductory paragraphs preceding the Recitals (if any), are hereby incorporated into this Agreement as if fully set forth herein.

27. Defense and Indemnity.

- 27.1 Developer's Actions. Developer shall defend, hold harmless, and indemnify the City and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or indirectly from the City's approval of the Project, construction of the Project, or operations performed under this Agreement by (a) Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.
- 27.2 Hazardous, Toxic, and/or Contaminating Materials. Developer further agrees to defend and hold harmless the City and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties, and/or charges of any kind whatsoever relating to the existence of hazardous, toxic. and/or contaminating materials or conditions on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.
- 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 Bond Calculation for Bonded Improvements Exhibit B

Exhibit C Project Plans

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date hereinabove written.

Attest:

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DEVELOPER Edge Land 14, LLC

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STATE OF UTAH)	
COUNTY OF Uth) :s	_
The foregoing instrument war of Developer.	s acknowledged before me this 25 day of Surtundar, 2013, by ted the foregoing instrument in his capacity as the Anamager
	Vita
	NOTARY PUBLIC Residing at:
My Commission Expires:	
3/24/15	
City Recorder	KARIN DRIGGS NOTARY PUBLIC-STATE OF UTAH
	COMMISSION# 607845
	COMM. EXP. 3-24-2015

EXHIBIT A
LEGAL DESCRIPTION

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BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 01°16'48" EAST ALONG THE SECTION LINE 1525.17 FEET AND WEST 1184-29 FEET FROM THE EAST QUARTER CORNER OF SECTION 34. TOWNSHIP 5 SOUTH, RANCE 1 WEST. SALT LAKE BASE AND MERIDIAN: WHICH POINT IS ON THE WESTERLY BOUNDARY OF THE BENCHES PLAT B SUBDIVISION. THENCE ALONG THE SAID BOUNDARY THE FOLLOWING THREE (3) COURSES. 1) SOUTH 01*16'48" EAST 323.36 FEET: 2) THENCE SOUTH 32'59'29" WEST 85.10 FEET: 3) THENCE SOUTH 44'33'53" EAST 198.68 FEET TO THE SOUTHWESTERLY BOUNDARY OF THE BENCHES PLAT 7: THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES. 1) SOUTH 51°03'51" EAST 110.13 FEET: 2) THENCE NORTH 41°43'03" EAST 16.65 FEET TO A POINT OF CURVATURE: 3) THENCE ALONG AN ARC OF A 962.00 FOOT RADIUS CURVE TO THE LEFT 28.26 FEET THROUGH A CENTRAL ANGLE OF 01.40'58", THE CHORD OF WHICH BEARS NORTH 40°52'34" EAST 28.25 FEET: 4) THENCE SOUTH 49°48'20" EAST 205.31 FEET TO THE WESTERLY BOUNDARY OF THE BENCHES PLAT 5 SUBDIVISION: THENCE ALONG THE FOLLOWING FIVE (5) COURSES. 1) SOUTH 31°01'41' WEST 55.49 FEET; 2) THENCE SOUTH 25°12'52" WEST 96.70 FEET TO A POINT OF CURVATURE; 3) THENCE ALONG AN ARC OF A 672.00 FOOT RADIUS CURVE TO LEFT 40.82 FEET THROUGH A CENTRAL ANGLE OF 03"28'49". THE CHORD OF WHICH BEARS SOUTH 67"44'52" EAST 40.81 FEET: 4) THENCE SOUTH 21"42'42" WEST 263.85 FEET; 5) THENCE SOUTH 29'19'17" WEST 38.41 FEET TO THE SOUTH LINE OF SECTION 34 TOWNSHIP 5 SOUTH RANGE 1 WEST: THENCE NORTH 89.45'40" WEST (RECORD = NORTH 39.45'03" WEST) ALONG SAID SECTION LINE 472.83 FEET TO THE EASTERLY BOUNDARY LINE OF THE BENCHES 13 SUBDIVISION: THENCE LEAVING SAID SECTION LINE AND ALONG SAID BOUNDARY THE FOLLOWING SIX (5) COURSES. 1) NORTH 06*55'49" WEST 597-92 FEET: 2) THENCE NORTH 62*56'45" WEST 340-24 FEET: 3) THENCE NORTH 84*31'29" WEST 82.28 FEET: 4) THENCE NORTH 06"08'39" EAST 116.14 FEET: 5) THENCE NORTH 03"00'42" WEST 82.13 FEET: 6) THENCE NORTH 00"46'46" WEST 100.45 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE BENCHES PLAT 10 SUBDIVISION: THENCE ALONG SAID SUBDIVISION THE FOLLOWING FIVE (5) COURSES. 1) SOUTH 89°48'45" EAST 118.86 FEET: 2) THENCE SOUTH 01°16'48" EAST 48.02 FEET: 3) THENCE SOUTH 87°14'38" EAST 120.26 FEET TO A POINT OF CURVATURE: 4) THENCE ALONG AN ARC OF A 150.000 FOCT RADIUS CURYE TO THE LEFT 3.29 FEET THROUGH A CENTRAL ANGLE OF 01°15'25". THE CHORD OF WHICH BEARS NORTH 00°39'07" WEST 3.29 FEET: 5) THENCE NORTH 01°16'48" WEST 160.15 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE BENCHES PLAT 8 SUBDIVISION: THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE (5) COURSES. 1) EAST 56.01 FEET: 2) THENCE SOUTH 01°16'48" EAST 15.29 FEET: 3) THENCE SOUTH 89°48'45"EAST 262.53 FEET: 4) THENCE SOUTH 77°25'32" EAST 79.88 FEET: 5) THENCE NORTH 88°45'12" EAST 66.00 FEET TO A POINT OF BEGINNING.

ACRES: 15.325	NO. OF LOTS: _	33		
Pasu (lua-		ADRIL 15, 2013	
Barry Andreason 3			Date '	
7 7 7				

EXHIBIT B BOND CALCULATION FOR BONDED IMPROVEMENTS



Saratoga Springs Bond Calculation

Project: Benches Phase 9

By: Jeremy Lapin Date: 6-10-2013

Erosion Control

Erosion Control Description	Unit	Quantity	Cost per Unit	Total Cost
Erosion Control*	Acre	15.325	\$2,500.00	\$38,312.50
Subtotal	·			\$38,312.50

^{*} Erosion control bond funds shall be eligible for release only after the City inspector has determined that the site is stabilized and all construction activity has been completed.

Sanitary Sewer

Sanitary Sewer Description	Unit	Quantity	Cost per Unit	Total Cost
8" PVC Sewer	LF	1,860	\$32.50	\$60,450.00
5' Manhole	EA	1	\$4,250.00	\$4,250.00
4' Manhole	EA	9	\$3,500.00	\$31,500.00
Laterals	EA	33	\$750.00	\$24,750.00
Subtotal				\$120,950.00

Culinary Water

Culinary Water Description	Unit	Quantity	Cost per Unit	Total Cost
8" PVC Waterline	LF	2,130	\$35.00	\$74,550.00
8" Gate Valve	EA	9	\$1,600.00	\$14,400.00
Adjust and Collar Watervalve MH	EA	9	\$250.00	\$2,250.00
8" Bend	EA	9	\$625.00	\$5,625.00
8" Tee	EA	3	\$950.00	\$2,850.00
6" Fire Line Connection (Bldg. Lateral)	EA	34	\$2,500.00	\$85,000.00
Fire Hydrants with Valve	EA	5	\$3,750.00	\$18,750.00
Trace Wire	LF	2,130	\$0.30	\$639.00
Subtotal	1 - 1 - 1 - 1 - 1 - 1 - 1			\$204,064.00

Irrigation Water

Irrigation Water Description	Unit	Quantity	Cost per Unit	Total Cost
6" PVC Waterline	LF	2,298	\$30.00	\$68,940.00
6" Gate Valve	EA	9	\$1,250.00	\$11,250.00
Adjust and collar water valve MH	EA	9	\$250.00	\$2,250.00
6" Bend	EA	9	\$500.00	\$4,500.00
6" Tee	EA	3	\$700.00	\$2,100.00
Irrigation Lateral 3/4-1" with Meter	EA	33	\$1,000.00	\$33,000.00
6" Backflow Preventor w/ RPZ	EA	1	\$7,500.00	\$7,500.00
Trace Wire	LF	2,298	\$0.30	\$689.40
Subtotal				\$130,229.40

Storm Drain & Land Drain

Storm Drain Description	Unit	Quantity	Cost per Unit	Total Cost
18" RCP	LF	420	\$50.00	\$21,000.00
15" RCP	LF	340	\$42.00	\$14,280.00
12" ADS	LF	1,000	\$18.00	\$18,000.00
Single Inlet Box/Catch Basin	EA	5	\$2,500.00	\$12,500.00
12" Nyoplast yard drain	EA	12	\$1,000.00	\$12,000.00
60" Manhole	EA	5	\$2,750.00	\$13,750.00
Adjust & Collar MH	EA	5 .	\$350.00	\$1,750.00
Swale with Erosion Blanket and Seeding	LF	2,452	\$3.50	\$8,582.00
15" RCP Flared End Section	EA	2	\$750.00	\$1,500.00
Subtotal				\$103,362.00

Street Improvements

Street Improvements Description	Unit	Quantity	Cost per Unit	Total Cost
2' Curb & Gutter w/Road Base	LF	4,310	\$20.00	\$86,200.00
4' Sidewalk w/ 6" Road Base	LF	4,390	\$22.00	\$96,580.00
5' Sidewalk w/ 6" Road Base	LF	1,965	\$26.00	\$51,090.00
3" Asphalt	SF	57,200	\$2.00	\$114,400.00
6" Road Base	SF	57,200	\$0.75	\$42,900.00
12" Granular Borrow	SF	66,000	\$1.00	\$66,000.00
ADA Ramp	EA	9	\$750.00	\$6,750.00
Asphalt Saw Cutting	LF	224	\$1.00	\$224.00
Slurry Seal after 1 year warranty period	SF	57,200	\$0.10	\$5,720.00
Cut and Repair sidewalk and Roadway for SD	LS	1	\$2,500.00	\$2,500.00
Street Monuments	EA	8	\$600.00	\$4,800.00
Subtotal				\$477,164.00

Miscellaneous

Miscellaneous Description	Unit	Quantity	Cost per Unit	Total Cost
Street Light Single Collector/Commercial	EA	7	\$4,150.00	\$29,050.00
MUTCD Traffic Signs	EA	6	\$500.00	\$3,000.00
3' Vinyl Fence	LF	180	\$30.00	\$5,400.00
6' Vinyl Fence	LF	1,286	\$45.00	\$57,870.00
12" Mow Strip	LF	1,486	\$10.00	\$14,860.00
Landscaping and Irrigation	SF	25,955	\$1.50	\$38,932.50
Native Revegetation	SF	152,510	\$0.10	\$15,251.00
Trees	EA	30	\$300.00	\$9,000.00
Subtotal	·			\$173,363.50

Total Improvement Cost

\$1,247,445.40

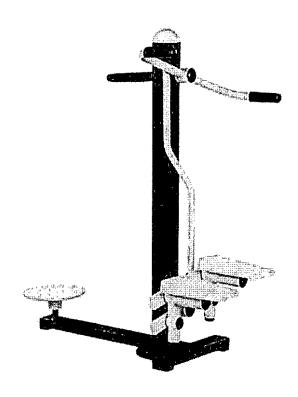
Contingency (15%)
Final Bond Amount

\$187,116.81 \$1,434,562.21 Exhibit C Project Plans



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Step climber – stretcher



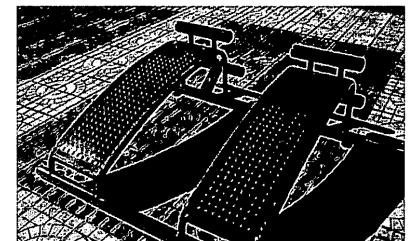
Steve Maddox,

Managing Partner

Orem, UT 84057

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Sit-up board double



Rower

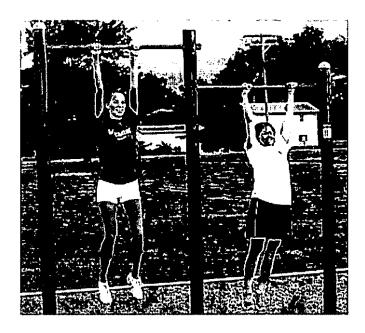


*Person not Included

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Two person pull-up



Hip Twister

