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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/09/2014 10:42 AM
FEE \$0.00 Pgs: 31
DEP RT REC'D FOR CENTERVILLE CITY

When recorded, return to:

Centerville City
Attn: City Recorder
250 North Main Street
Centerville, Utah 84014

**RETURNED
MAY 09 2014**

Effects Parcel: 07-070-0123

**INFRASTRUCTURE DEVELOPMENT AGREEMENT
(PRIOR TO RECORDING FINAL PLAT)
BETWEEN CENTERVILLE CITY AND OAKWOOD HOMES OF UTAH, LLC FOR THE
WOODS PARK PLANNED DEVELOPMENT (PDO)**

THIS INFRASTRUCTURE DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 2 day of May, 2014, by and between CENTERVILLE CITY, a Utah municipal corporation ("City") and OAKWOOD HOMES OF UTAH, LLC, a Delaware limited liability company ("Oakwood" or "Developer").

RECITALS:

A. Oakwood owns approximately 5.42 acres of real property located at the southeastern corner of 2200 North (Lund Lane) and 800 West (Frontage Road) in Centerville City, Davis County, State of Utah, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

B. The Property has previously received rezone and final plat approval for subdivision and development of the Property into 29 residential lots as a Planned Development as more particularly shown in the approved, but not yet recorded, Woods Park Subdivision Final Plat, as set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference ("Final Plat" or "Subdivision"); and

C. Development of the Property is subject to the terms and conditions of that certain Development Agreement as recorded against the property as Entry No. 2731793, Book No. 5743, Pages 390-430, incorporated herein by this reference, regarding certain obligations and restrictions for the development of the Property and establishing the adequacy of drainage facilities necessary for development ("Development Agreement"); and

D. Centerville City Ordinances currently require subdivision developers to record the final subdivision plat and to post a bond with required security for the

estimated cost of all public improvements and other required utilities and infrastructure improvements within the subdivision prior to any construction or development of the subject property; and

E. Pursuant to SB 153, as adopted by the Utah Legislature in the 2013 General Session, developers may be permitted to begin construction of required utilities and infrastructure within the proposed subdivision prior to recording the final subdivision plat; and

F. In accordance with the provisions of SB 153, Oakwood desires to commence construction of the required utilities and infrastructure for the Subdivision, both within the subdivision and within portions of the public rights-of-way, prior to recording of the Final Plat; and

G. The City is willing to allow Oakwood to commence construction of the required utilities and infrastructure for the Subdivision, both within the subdivision and within portions of the public rights-of-way, prior to recording the Final Plat, subject to the terms and conditions of this Agreement and compliance with all applicable City Ordinances; and

H. The purpose of this Agreement is to contractually reduce to writing the respective agreements and understandings of the parties regarding the installation of the required utilities and infrastructure improvements for the Subdivision, both within the subdivision and within portions of the public rights-of-way, prior to recording the Final Plat.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Planned Development Overlay Approval.** All development within the Subdivision and use of the Property shall be subject to and shall comply with the terms and conditions of the Zone Map Amendment and Rezone of the Property from Agricultural-Low (A-L) to Residential-Low (R-L) with a Planned Development Overlay (PDO), as approved by the City Council on April 2, 2013 by Ordinance No. 2013-05 ("Rezone Approval"). No additional property may be added to the Property or the Planned Development described herein for the purposes of this Agreement except by written amendment to this Agreement approved and executed by the parties. Nothing herein shall impact or affect the City Council's legislative decision-making authority with respect to the Rezone Approval. The purpose of this Agreement is merely to address and allow installation of utilities and infrastructure prior to recording the Final Plat.

3. **Subdivision Approval.** All development within the Subdivision and use of the Property shall be subject to and shall comply with the terms and conditions of the Final Plat, as approved by the City Council on August 6, 2013, and applicable provisions of the Centerville City Subdivision Ordinance. Nothing herein shall impact or affect the City's administrative decision-making authority with respect to approval of the Final Plat. The purpose of this Agreement is merely to address and allow installation of utilities and infrastructure prior to recording the Final Plat.

4. **Development Agreement.** All development within the Subdivision and use of the Property shall be subject to and shall comply with the terms and conditions of the Development Agreement, as approved by the City Council and recorded against the Property. Nothing herein shall impact or affect the City's administrative decision-making authority with respect to approval of the Development Agreement. The purpose of this Agreement is merely to address and allow installation of utilities and infrastructure prior to recording the Final Plat.

5. **Authority to Commence Installation of Infrastructure and Utilities.** Subject to and conditioned upon the terms and conditions of this Agreement and compliance with applicable City Ordinances and permit requirements, the Developer is authorized to install certain infrastructure and utilities for the Woods Park Subdivision, both within the Subdivision and within portions of the public rights-of-way. Such infrastructure and utilities include those improvements as more particularly set forth in the Engineer's Estimate dated January 24, 2014 ("Engineer's Estimate"), as attached hereto and incorporated herein by this reference as **Exhibit "C,"** including, but not limited to, streets, sidewalks, curbs, gutters, sewer, storm drains, subdrains, irrigation, culinary water, detention basin, landscaping, street lights, etc. ("Infrastructure and Utilities").

6. **Assumption of Risk.** Developer acknowledges that City Ordinances currently require final subdivision plats to be recorded prior to installation of infrastructure and utilities and a bond to be posted or provided to the City for the estimated cost of all such improvements. Developer acknowledges that it is requesting the City to allow Developer to proceed with the installation of Infrastructure and Utilities prior to recording the Final Plat pursuant to authority under SB 153 and Developer acknowledges it is proceeding at its own risk. Developer further understands that before the Final Plat can be recorded, Developer shall be required to comply with all conditions precedent as provided herein and as otherwise required by City Ordinances. Developer further acknowledges that the Engineer's Estimate for Infrastructure and Utilities as set forth herein are merely estimates and that Developer is required to install and pay for the actual cost of such improvements, whether such costs exceed the Engineer's Estimate or not.

7. **Infrastructure and Utilities within Public Rights-of-Way.** The installation of any Infrastructure and Utilities within the existing public rights-of-way or affecting City infrastructure shall comply with all City Ordinances and requirements regarding construction within the public right-of-way. Developer shall be required to obtain an Excavation Permit for construction within or the installation of any

Infrastructure and Utilities in existing public rights-of-way. Developer shall be required to enter into the City's standard Improvements Agreement and to post a cash bond for the estimated amount of any and all Infrastructure and Utilities within the public rights-of-way or affecting City infrastructure, plus contingency, as more particularly described in the Engineer's Estimate set forth in **Exhibit C**. As set forth in the Engineer's Estimate, Developer shall be required to post a cash bond in the amount of **\$594,036** relating to Utilities and Infrastructure within the public rights-of-way or affecting City infrastructure. A fully signed and executed Improvements Agreement and cash bond shall be provided to the City prior to issuance of an Excavation Permit for any work within the existing public rights-of-way. Developer shall be required to obtain the Excavation Permit, with executed Improvements Agreement and cash bond, for the construction of Infrastructure and Utilities within the public rights-of-way prior to commencement of construction or installation of or issuance of a permit for of any Infrastructure and Utilities within the Subdivision (more particularly described in Section 8).

8. **Infrastructure and Utilities within Subdivision.** The installation of any Infrastructure and Utilities within the Subdivision shall comply with all City Ordinances and permitting requirements regarding construction of public improvements and subdivision infrastructure. Except as otherwise provided herein or in the Engineer's Estimate, such as for the Detention Basin improvements and culinary water line improvements, the Developer shall not be required to bond for or enter into an Improvements Agreement for Infrastructure and Utilities located solely within the Subdivision. Infrastructure and Utilities that are not required to be bonded for are more particularly described in the Engineer's Estimate as "on-site" improvements. The total estimated amount of such Infrastructure and Utilities within the Subdivision, plus contingency, is **\$650,378.40**, as more particularly described in the Engineer's Estimate set forth in **Exhibit C**. The Detention Basin improvements are to be bonded for and included in the Improvements Agreement for public rights-of-way improvements as described in Section 7. Developer shall not be permitted to install or obtain a permit to install any Infrastructure and Utilities within the Subdivision until and unless Developer has obtained an Excavation Permit for Infrastructure and Utilities within the public rights-of-way as provided in Section 7. Developer acknowledges that a portion of the Property is located within FEMA designated Flood Plain and handles runoff from Lone Pine Creek that flows adjacent to and through the Property, necessitating construction of the Detention Basin and other drainage improvements for development of the Property.

9. **Culinary Water Improvements.** The City installs its own culinary water line improvements for all subdivisions or developments. In accordance with applicable City Ordinances, Developer shall be required to pay to the City the estimated cost of construction of the culinary water line improvements for the Subdivision in the amount of **\$203,245.20**, as more particularly set forth in **Exhibit D**, attached hereto and incorporated herein by this reference. The estimated culinary water line costs shall be paid to the City prior to issuance of an Excavation Permit for installation of Infrastructure and Utilities in the public rights-of-way. The estimated cost of the culinary water line improvements is merely an estimate and Developer shall be

required to pay for the actual cost of construction which shall be determined by the City after completion of the improvements. The City shall send Developer an invoice for any additional costs and/or return to Developer any excess funds from the estimated amount. If the Final Plat is not recorded by June 12, 2014, Developer shall provide the City with a permanent easement, including legal description to be prepared by Developer, for the proposed and/or installed culinary water line improvements within the Subdivision. Such permanent easement shall be provided to the City by June 30, 2014.

10. **Irrigation Line Improvements.** The Engineer's Estimate includes estimates for irrigation line improvements for the Subdivision, including lateral, valves and the looping of a 24" irrigation line near or within Lund Lane and Frontage Road. Weber Basin Water Conservancy District ("Weber Basin") requires the irrigation line improvements be installed before the irrigation system is turned on for the season or after the season is over (i.e., before April 1, 2014 or after October 15, 2014). The City agrees that, upon approval of the irrigation line improvements by Weber Basin, Developer may obtain an Excavation Permit from the City for just the irrigation line improvements prior to bonding for and obtaining an Excavation Permit for all other Infrastructure and Utilities within the public rights-of-way due to the urgency and timing requirements for these improvements.

11. **Inspection and Development Fees.** Developer shall be required to pay all required inspection, development and impact fees as more particularly described in the Engineer's Estimate, set forth in **Exhibit C**. Such inspection and impact fees are estimated to be **\$60,188.50**. The inspection and impact fees shall be paid prior to issuance of an Excavation Permit for installation of Infrastructure and Utilities in the public rights-of-way. Additional inspection, development and/or impact fees shall be due at the time of issuance of a building permit for construction of homes within the Subdivision, in accordance with applicable City Ordinances.

12. **Utility Disconnect and Site Unwinding Deposit.** Developer agrees to provide a **\$25,000** cash bond for the purpose of securing site reclamation, erosion control, utility disconnect, and other necessary issues, should Developer fail to record the Final Plat by June 12, 2014, and/or fail to complete all Infrastructure and Utilities in accordance with City Ordinance requirements and deadlines ("Site Unwinding Deposit"). If Developer fails to record the Final Plat by June 12, 2014, the City shall issue a stop work order prohibiting further installation of the Infrastructure and Utilities and/or development within the Subdivision. In addition to the stop work order and any other remedy allowed by law or City Ordinance, the Site Unwinding Deposit, or any portion thereof, may be used by the City to restore the Property and/or to remedy any breach of this Agreement or Ordinance violation. The Site Unwinding Deposit is included as part of the Engineer's Estimate in the cash bond amount required in Section 7.

13. **Construction Drawings.** Developer shall submit final project plans, profiles, design, specifications and construction drawings ("Construction Drawings") for all Infrastructure and Utilities for review and approval by the City Engineer.

Construction Drawings must be approved by the City Engineer prior to commencement of any development activity on the Property and prior to issuance of any permits for development. All Infrastructure and Utilities shall be constructed and installed in accordance with approved Construction Drawings and applicable City Ordinances and specifications as determined necessary by the City Engineer. Any installation or construction of Infrastructure and Utilities that does not comply with the approved Construction Drawings shall be deemed a breach of this Agreement in addition to any applicable Ordinance violations or bond security. Construction Drawings shall also be approved by applicable utility providers as more particularly set forth in Section 14.

14. **Approval from Affected Utilities.** Developer shall obtain any required permits or approvals from affected utility providers, local districts, water authority, canal companies or other affected entities, including approval of applicable Construction Drawings, prior to installation of any Infrastructure and Utilities for the Subdivision. Developer shall provide the City with letters or other evidence of approval from affected utilities prior to issuance of an Excavation Permit for the installation of Infrastructure and Utilities within the public rights-of-way and prior to commencement of construction or installation of the Infrastructure and Utilities within the Subdivision.

15. **Temporary Construction Easements.** Developer hereby grants the City a temporary construction and access easement on and over the Property and grants its permission to the City, its agents, inspectors and contractors, to install, complete, repair and inspect the construction of the culinary water line, the Infrastructure and Utilities, and any other public improvements within the Subdivision.

16. **Erosion Control and SWPP.** Developer shall provide all required erosion control and SWPP plans and approvals prior to commencement of construction of any Infrastructure and Utilities. Developer shall comply with all requirements of such plans and permits and shall comply with all required storm water protection BMPs.

17. **Preconstruction Meeting.** Prior to any commencement of construction on Infrastructure and Utilities, within the public rights-of-way or the Subdivision, Developer shall be required to attend a Pre-Construction Meeting with City staff to coordinate work and required inspections on the project and to review required payment of fees.

18. **Commencement of Infrastructure and Improvements.** Developer shall not commence construction of any Infrastructure and Utilities within the Subdivision until and unless Developer has obtained an Excavation Permit for improvements within the public rights-of-way, signed and executed an Improvements Agreement, posted cash bond for the Improvements Agreement, paid all required inspection and impact fees, paid for the estimated cost of the culinary water line installation, obtained approved Construction Drawings, submitted approved SWPPP, held pre-construction meeting with City, and met all other applicable City Ordinance requirements, including applicable permitting.

19. **Inspections.** Developer shall request all required inspections and approvals of Infrastructure and Utilities as required under City Ordinances, standards and permits. Failure by Developer to obtain and pass required inspections and testing for Infrastructure and Utilities will affect final approval and acceptance of such improvements and shall require removal or excavation for inspection or re-inspection at Developer's sole cost and expense. If Developer fails to obtain or pass required inspections and testing for Infrastructure and Utilities, the City shall issue a stop work order for development within the Subdivision, and Developer shall be required to obtain the required inspections or conduct the testing and to fix or remedy any deficiencies in improvements. Developer cannot record the Final Plat until and unless all required inspections and testing have been conducted and any deficiencies have been remedied for any and all Infrastructure and Utilities installed to date.

20. **Deadline for Recording Final Plat.** It is expressly acknowledged that Final Plat approval and the required date for recording of the Final Plat have been extended to June 12, 2014. The Final Plat must be recorded by June 12, 2014, or shall become null and void. There are no additional extensions for recording of the Final Plat under City Ordinances. Developer agrees to accept all risk and liability for expiration of Final Plat approval, including any improvements and installation of Infrastructure and Utilities, should Developer fail to record the Final Plat by June 12, 2014. If Developer fails to record the Final Plat by June 12, 2014, the City shall issue a stop work order prohibiting further installation of the Infrastructure and Utilities and/or development within the Subdivision.

21. **Bonding for Remaining Infrastructure.** Any Infrastructure and Utilities that have not been completed shall be bonded for in accordance with City Subdivision Ordinance requirements, including entering into an Improvements Agreement and submitting cash bond, prior to recording the Final Plat. Developer shall notify the City and request City Engineer inspection of completed and partial completed improvements at least fourteen (14) days prior to Final Plat recording. The City Engineer shall determine the extent and adequacy of the completed or partially completed Infrastructure and Utilities and determine what improvements need to be bonded for prior to Final Plat recording. The City Engineer shall prepare a revised Engineer's Estimate for remaining improvements. Only fully completed Infrastructure and Utilities will be excused from bonding with Final Plat.

22. **Acceptance of Improvements.** The City shall not accept any Infrastructure and Utilities until all Infrastructure and Utilities for the entire Subdivision are complete. Upon completion of all Infrastructure and Utilities, Developer shall request final inspection and approval by the City Engineer. The City shall not accept any Infrastructure and Utilities until and unless the Final Plat has been recorded. The City may permit bond releases for completed Infrastructure and Utilities in accordance with applicable City Ordinances and terms and conditions of the Improvements Agreement.

23. **Location of Utilities and Utility Company Approval.** Developer shall verify to the City the location of all installed Infrastructure and Utilities, including public improvements and streets and private utilities located in the public rights-of-way and within the Subdivision. Developer shall submit to the City approval letters or other evidence of approval from all utilities companies verifying acceptance of the improvements prior to recording the Final Plat.

24. **Lien Waiver and Release.** Developer shall provide the City with lien waiver and release of all liens and encumbrances for the Property, the Infrastructure and Utilities, and any other potential mechanics liens or encumbrances, including, but not limited to any lien or right to a lien for services, labor, or materials furnished. Such lien waiver and release shall be provided prior to recording the Final Plat.

25. **Final Plat Recording.** Developer shall comply with all applicable City Ordinance regarding recording of final plats. Developer shall be required to provide the City with a title report (current within 30 days of submission) for review with the Final Plat.

26. **Warranty.** Developer shall warrant all workmanship for completed and accepted Infrastructure and Utilities for a period of one (1) year, which warranty period shall not commence until all Infrastructure and Utilities have been completed and accepted by the City and the Final Plat is recorded. The City shall not be held responsible or liable for any accident, loss or damage to Infrastructure and Utilities prior to completion and acceptance of the same by the City. Developer shall post a cash bond as security during the warranty period an amount of ten percent (10%) of the lesser of the Engineer's Estimate for the cost of all improvements or the Developer's reasonable proven cost of completion of improvements. Alternatively, the City may retain the required ten percent (10%) warranty security from the existing bond and deposit.

27. **No Advertising or Sale of Lots or Property.** Until and unless the Final Plat is recorded, Developer shall not advertise, market or otherwise sell any lot or property within the Subdivision. This restriction shall not apply to the proposed sale of the entire project and Property.

28. **Building Permit Restrictions.** No building permits shall be issued until and unless the Final Plat is recorded and all applicable building permit restrictions in the Development Agreement have been met.

29. **Compliance with City Ordinances.** The Property and all portions thereof shall be developed in accordance with the City Ordinances, Rezone Approval, Final Plat Approval, Development Agreement, Construction Drawings and this Agreement. All applicable City, State and Federal construction standards and specifications shall be met.

30. **Time Frames and Deadlines.** Nothing in this Agreement is intended to extend or waive any applicable time frame or deadline as set forth in applicable City

Ordinances. Commencement and completion of construction within the Property shall comply with all applicable City Ordinance provisions.

31. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power preserved by law.

32. **Indemnification.** Developer hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur within the Property or occur in connection with any off-site work done for or in connection with the Subdivision or any subsequent phase thereof and which shall be caused by acts done thereon, or any errors or omission of the Developer, its agents, servants, employees or contractors. In addition, Developer shall indemnify and hold the City and its officers, employees and representatives harmless from and against any claims, liability, costs and attorneys' fees incurred on account of any change in the nature, direction, quantity or quality of historical drainage flows resulting from the Property or the construction of any improvements therein. The Developer and any subsequent developers shall not be responsible for (and such indemnity shall not apply to) any negligent acts or omissions of the City or its agents, servants, employees or contractors.

33. **Insurance.** During the period from commencement of the work on the Property and ending on the date when Infrastructure and Utilities have been accepted, Developer, its contractors, agents and representatives, shall furnish, or cause to be furnished, to the City, satisfactory Certificates of Insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of at least \$2,000,000 single limit naming the City as an additional insured. Developer shall require all contractors and other employees performing any work on the Property or in connection with development of the Property to maintain adequate workers compensation insurance and public liability insurance. Developer, its contractors, agents and representatives, shall provide such Certificates of Insurance to the City as a condition of and prior to issuance of an Excavation Permit for installation of the Infrastructure and Utilities within the public rights-of-way and/or the commencement of construction or installation of Infrastructure and Utilities within the Subdivision.

34. **Inspection and Approval by the City.** The City may, at its option, perform periodic inspections of the Infrastructure and Utilities being installed and constructed by the Developer. No work involving excavation shall be covered until the same has been inspected by the City's representatives and the representatives of other governmental entities having jurisdiction over the particular improvements involved.

35. **Use and Maintenance During Construction.** During construction, the Developer, and any permitted subsequent developer, shall keep the Property and all affected public streets and public easements free and clear from any unreasonable accumulation of debris, waste materials and any nuisances and shall contain construction debris and provide dust control so as to prevent scattering via wind and water or otherwise. Such construction maintenance and control of construction debris shall be conducted in accordance with applicable City, State and Federal laws, regulations and permits, including, but not limited to applicable Utah Department of Environmental Quality regulations and permitting requirements, and in accordance with applicable best management practices.

36. **Default.** The City may pursue any enforcement action deemed necessary and appropriate for any violation of City Ordinances in accordance with applicable enforcement provisions as set forth in City Ordinances or otherwise permitted by law. Nothing herein shall limit the City's right to issue a stop work order for failure to record the Final Plat (as set forth in Section 20) or failure to obtain inspection or testing (as set forth in Section 19) and no notice of default is required for such action. Notwithstanding and in addition to the City's right to pursue any enforcement action for violation of City Ordinances, in the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may have the following enforcement remedies. Prior to the invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a ten (10) day cure period. All notices of default shall be provided in accordance with the Notice provisions set forth in Section 40. In the event the non-defaulting party does not cure the default within the required ten (10) day cure period or enter into a written agreement for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, have the following remedy or remedies:

a. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and specific performance, but not including damages as provided in Section 51.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the particular lot, parcel or building to which the default is applicable until such default has been cured.

c. The right to draw on any security posted or provided in connection with the Property or project.

d. The right to terminate this Agreement with respect to the particular lot, parcel or building to which the default is applicable.

e. The rights and remedies set forth herein above shall be cumulative.

37. **Insolvency or Misrepresentation.** Developer shall be in default under the terms of this Agreement under the following circumstances if not cured within twenty (20) days after notice of default is given: (i) Developer is adjudicated bankrupt or makes any voluntary or involuntary assignment for the benefit of creditors, or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against Developer; and, if instituted adversely, the one against whom such proceedings are instituted consents to the same or admits in writing the material allegations thereof, or said proceedings shall remain undismissed for 150 days; or (ii) Developer has made a materially false representation or warranty in any agreement with or application to the City.

38. **Assignment.** Developer shall not assign its obligations under this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from that party's interest in the Property except for the sale of individual completed homes within the Property. For purposes of individual completed home sales, the Developer agrees to remain liable and responsible for completion and fulfillment of the obligations and terms of this Agreement through Termination, as more particularly defined in Section 56. In the event of a sale or transfer of the Property, or any portion thereof, other than the sale of individual completed homes, the buyer or transferee ("Subsequent Developer") shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed. Each buyer or transferee shall sign an assignment and assumption agreement in a form reasonably acceptable to the City agreeing to be bound by the terms and conditions of this Agreement as provided herein. Any reference to Developer herein shall be construed to refer to any Subsequent Developer with respect to the portion of the Property owned by such Subsequent Developer.

39. **Ownership and Recording.** Developer hereby warrants and represents that it is the legal owner of record of the Property as described herein, it has the right to develop the Property, and it has full authority to enter into the terms of this Agreement encumbering the Property. Developer hereby agrees and acknowledges that this Agreement shall be recorded against the Property. Prior to recording this Agreement, Developer shall provide the City with a current and accurate title report regarding the Property. Developer shall be required to cure or subordinate any unacceptable encumbrances on the Property, as determined by the City, prior to recording of this Agreement. All persons or entities with an ownership interest in the Property as shown on the title report shall sign and be a party to this Agreement.

40. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service

upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

To Centerville City: Centerville City
 Attn: City Manager
 250 North Main Street
 Centerville, Utah 84014

To Developer: Oakwood Homes of Utah, LLC
 4908 Tower Road
 Denver, CO 80249

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

41. **Attorneys' Fees.** Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fee which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah.

42. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property, contains the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

43. **Construction of Agreement.** This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest. For purposes of this Agreement and the construction of its terms, the parties acknowledge that both participated in the drafting of this Agreement and neither shall be considered the drafter.

44. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent or employee of the City shall be personally liable to the Developer or any successor in interest or assignee of the Developer in the event of any default or breach by the City, or for any amount which may become due Developer, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

45. **No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

46. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Agreement shall be recorded in the office of the Davis County Recorder, State of Utah. The persons signing for and on behalf of the Developer warrant and represent that they are duly authorized and empowered to enter into this Agreement for and on behalf of Developer, and that by their signatures, they do bind Developer to the terms of this Agreement.

47. **Governing Law and Jurisdiction.** The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Utah state or federal court of competent jurisdiction.

48. **No Waiver.** Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

49. **Severability.** If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

50. **Time of Essence.** Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

51. **Knowledge and Covenant Not to Sue.** The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to consult with legal counsel of their choice. Developer agrees not to sue or initiate any claim or other administrative or legal action against the City for an exaction, takings claim, impact fee challenge, or other claim with respect to the development of the Property or any other provision of this Agreement as associated with the Property. The parties acknowledge that they enter this Agreement voluntarily and with the intent to address and establish issues and procedures for the installation of Infrastructure and Utilities prior to recording the Final Plat. Notwithstanding the foregoing, if litigation is pursued, no monetary damages shall be awarded and sole remedy for either party shall be specific performance or injunction.

52. **Supremacy.** In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this Agreement shall govern.

53. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

54. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

55. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

56. **Termination.** This Agreement shall terminate upon completion and fulfillment of all the obligations and terms of this Agreement; provided, Sections 32, 33 and 51 shall remain in full force and effect until expiration of the warranty period for public improvements and any bonded improvements, such as landscaping, and expiration of any applicable statute of limitation for contractual claims, takings issues, impact fee challenges, or other claim with respect to the terms and conditions of this Agreement ("Termination").

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

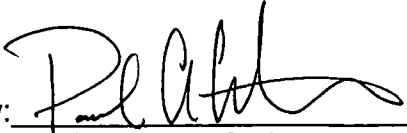
[Signature page to follow]

"CITY"

CENTERVILLE CITY

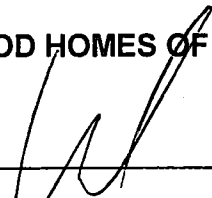

ATTEST:


Marsha L. Morrow, City Recorder

By: 
Mayor Paul A. Cutler

"DEVELOPER"

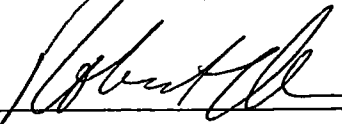
OAKWOOD HOMES OF UTAH, LLC

By: 
Its: 

APPROVED AS TO FORM:

As a significant lien holder and beneficiary of that certain Trust Deed, Security Agreement and Fixture Filing with Assignment of Rents, dated August 22, 2013 and recorded against the Property on August 23, 2013, as Entry No. 2762356, Book 5838, Page 910, at the Davis County Recorder's Office, Davis County, State of Utah.

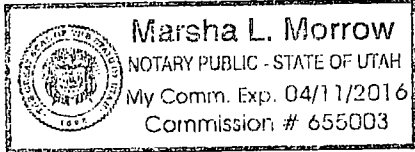
WOODS PARK LOAN PARTNERS, LLC

By: 
Its: Manager

CITY ACKNOWLEDGMENT

STATE OF UTAH)
):ss.
COUNTY OF DAVIS)

On the 8 day of May, 2014, personally appeared before me Paul A. Cutler, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Paul A. Cutler acknowledged to me that the City executed the same.



Marsha L. Morrow
Notary Public

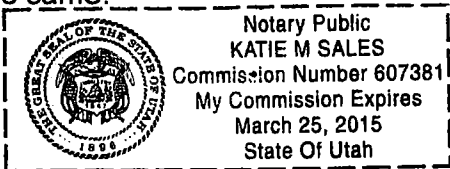
My Commission Expires:
4-11-2016

Residing at:
Centerville

OAKWOOD ACKNOWLEDGMENT

STATE OF UTAH)
):ss.
COUNTY OF DAVIE)

On the 5 day of May, 2014, personally appeared before me JAMES POORN, who being duly sworn, did say that (s)he is the VP of Land of **OAKWOOD HOMES OF UTAH, LLC**, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of the limited liability company, and that said liability company freely and voluntarily executed the same.



Katie M Sales
Notary Public

My Commission Expires:
13/25/2015

Residing at:
2102 W. Remuda Dr. FARMWEST UT 84404

WOODS PARK LOAN PARTNERS ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF Salt Lake)

On the 5 day of May, 2014, personally appeared before me Robert Olsen, who being duly sworn, did say that (s)he is the Manager of **WOODS PARK LOAN PARTNERS, LLC**, a Utah limited liability company, and that the foregoing instrument was signed on behalf of the limited liability company, and that said liability company freely and voluntarily executed the same.

Carie Lynn Young
Notary Public

My Commission Expires:
December 3, 2016

Residing at:
2518 colt Drive Saratoga Springs, Utah 84045



EXHIBITS

Exhibit A	Property Description
Exhibit B	Woods Park Subdivision Plat
Exhibit C	Engineer's Estimate
Exhibit D	Culinary Waterline Estimate

EXHIBIT "A"
Property Description

EXHIBIT A
LEGAL DESCRIPTION

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

Description for proposed Woods Park Subdivision:

Beginning at the intersection of the Quarter Section line and the East line of a Frontage Road on the East side of the Interstate 15 Freeway, said point being North 89°13'20" East 384.08 feet along the Quarter Section line from the West Quarter corner of Section 31, Township 3 North, Range 1 East, Salt Lake Meridian, and running thence North 0°11'10" East 398.61 feet along the East line of said Frontage Road to the South line of Lund Lane; thence South 89°30'30" East 498.00 feet along the South line of said Lund Lane to a line defined in a Boundary Line Agreement, Entry No. 2757901, thence South 0°11'15" West 418.58 feet along the line defined in said Boundary Line Agreement to a point 33.00 feet South of the Quarter Section line; thence North 89°13'20" East 2.00 feet; thence South 0°11'15" West 50.00 feet to a point on line defined by Boundary Line Agreement, Entry No. 2754923, thence South 89°13'20" West 500.05 feet along said boundary line to the East line of a Frontage Road; thence North 0°11'10" East 83.00 feet along the East line of a Frontage Road to the point of beginning.

Tax ID: 07-070-0123




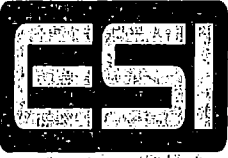
EXHIBIT "B"

Woods Park Subdivision Plat

EXHIBIT "C"
Engineer's Estimate

Exhibit C

 ESI Engineering, Inc. 3500 South Main, Suite 206 Salt Lake City, Utah Phone (801) 263-1752 Fax (801) 263-1780 Consulting Engineers & Land Surveyors	PROJECT WOODS PARK PDO (29 LOTS) OWNER CENTERVILLE CITY		SHEET NO 1 of 6		
	ESTIMATED BY BC CHECKED BY KC REVISION BY MR	DATE 12-11-13 DATE 12-11-13 REV. 01-24-14	PROJECT NO. 12-103		
Woods Park PDO Bond Estimate and Water Line Fees					
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
Bond Estimate within City ROW / Affecting City Infrastructure					
Utilities and BMP's (A)					
1	8" SDR 35 Sewer Pipe (Sewer Main)	LF	25	\$29.00	\$725.00
2	Sewer Manhole-5 foot diam.	EA	1	\$4,500.00	\$4,500.00
3	Inlet Structure for Storm Drain	EA	2	\$2,000.00	\$4,000.00
4	42 Inch Storm Drain	LF	480	\$70.00	\$33,600.00
5	34"x53" Elliptical Storm Drain	LF	95	\$80.00	\$7,600.00
6	24 Inch Storm Drain	LF	85	\$40.00	\$3,400.00
7	15 Inch Storm Drain	LF	20	\$35.00	\$700.00
8	2" Sewer Rock	CY	400	\$18.00	\$7,200.00
9	Import granular backfill	CY	900	\$17.00	\$15,300.00
10	Storm Drain Manholes	EA	3	\$2,200.00	\$6,600.00
11	Storm Drain Combo Boxes	EA	3	\$4,000.00	\$12,000.00
12	Flared Inlet Section	EA	1	\$2,000.00	\$2,000.00
13	Sedimentation basin at storm drain inlet	EA	1	\$1,000.00	\$1,000.00
14	Loop 24" irrigation line under storm drain	LS	1	\$25,000.00	\$25,000.00
15	BMP's and erosion control fabric	LS	1	\$7,250.00	\$7,250.00
16	8" SDR 35 PVC Pipe (Yard Drains)	LF	1,480	\$25.00	\$37,000.00
17	Yard Drains	EA	24	\$500.00	\$12,000.00
18	8" SDR 35 PVC Pipe (Sub-Drain)	LF	400	\$25.00	\$10,000.00
19	Sub-Drain Manhole	EA	2	\$2,200.00	\$4,400.00
	Subtotal A (Items 1-19)				\$194,275.00

 ESI Engineering, Inc. 3500 South Main, Suite 206 Salt Lake City, Utah Phone (801) 263-1752 Fax (801) 263-1780 Consulting Engineers & Land Surveyors	PROJECT WOODS PARK PDO (29 LOTS) OWNER CENTERVILLE CITY		SHEET NO 2 of 6		
	ESTIMATED BY BC CHECKED BY KC REVISION BY MR	DATE 12-11-13 DATE 12-11-13 REV. 01-24-14	PROJECT NO. 12-103		
Woods Park PDO Bond Estimate and Water Line Fees					
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
Street in Existing City ROW (B)					
20	Curb & Gutter	LF	980	\$13.50	\$13,230.00
21	Road Base	CY	600	\$25.00	\$15,000.00
22	Grading, Excavation, Backfill and soil removal	LS	0.5	\$70,000.00	\$35,000.00
23	Street Lights	EA	1	\$2,250.00	\$2,250.00
24	Handicap Ramps	EA	3	\$900.00	\$2,700.00
25	Stamped Concrete Crosswalks	SF	420	\$11.00	\$4,620.00
26	Saw Cut	LF	1,130	\$3.00	\$3,390.00
27	5 Foot Sidewalk along Lund Ln.	LF	460	\$17.00	\$7,820.00
28	6 Foot Sidewalk along Frontage Rd. & in Sub.	LF	650	\$20.00	\$13,000.00
29	4 inch thick Asphalt Patch along Lund Lane	Ton	250	\$75.00	\$18,750.00
30	5 inch thick Asphalt Patch along Frontage Rd	Ton	200	\$75.00	\$15,000.00
31	Slurry Seal	SY	1,830	\$1.70	\$3,111.00
32	Survey Monuments	EA	1	\$750.00	\$750.00
33	Traffic Control	LS	1	\$1,000.00	\$1,000.00
34	Utility Sleeves	EA	4	\$500.00	\$2,000.00
35	6 inch PVC C900 irrigation line and connection to existing line	LF	550	\$30.00	\$16,500.00
36	6 inch irrigation line valves	EA	4	\$800.00	\$3,200.00
37	6 inch irrigation line fittings	EA	3	\$350.00	\$1,050.00
38	Import sand backfill for irrigation lines	CY	65	\$22.00	\$1,430.00
	Subtotal B (Items 20-38)				\$159,801.00



ESI Engineering, Inc.

3500 South Main, Suite 206
Salt Lake City, Utah
Phone (801) 263-1752
Fax (801) 263-1780

Consulting Engineers & Land Surveyors

PROJECT WOODS PARK PDO (29 LOTS)

OWNER CENTERVILLE CITY

SHEET NO
3 of 6

ESTIMATED BY BC
CHECKED BY KC
REVISION BY MR

DATE 12-11-13
DATE 12-11-13
REV. 01-24-14

PROJECT NO.
12-103

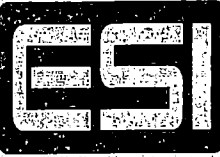
Woods Park PDO Bond Estimate and Water Line Fees

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
Landscaping, Etc. (C)					
39	Landscaping and Sprinkler Irrigation	SF	6,000	\$2.00	\$12,000.00
40	Landscaping and Sprinkler Irrigation in Detention Basin	SF	31,850	\$2.00	\$63,700.00
41	Detention Basin	EA	1	\$25,000.00	\$25,000.00
42	Detention Outlets	EA	2	\$2,000.00	\$4,000.00
43	4' Concrete Water Way	LF	662	\$17.00	\$11,254.00
44	Utility disconnection / site unwinding	LS	1	\$25,000.00	\$25,000.00
	Subtotal C (Items 39-44)				\$140,954.00
	Subtotal A+B+C (Items 1-44)				\$495,030.00
45	Contingency for A+B+C	%	20		\$99,006.00
	Total Bond Estimate in City ROW (A+B+C and Contingency, Items 1-41)				\$594,036.00

Bond Estimate Outside of City ROW


Utilities and BMP's (D)


46	8" SDR 35 Sewer Pipe (Sewer Main)	LF	1,087	\$29.00	\$31,523.00
47	Sewer Laterals	LF	1,120	\$24.00	\$26,880.00
48	Sewer Manhole 4 foot diam.	EA	9	\$3,700.00	\$33,300.00
49	Sewer Manhole-5 foot diam.	EA	1	\$4,500.00	\$4,500.00
50	Inlet Structure for Storm Drain	EA	7	\$2,000.00	\$14,000.00
51	15 Inch Storm Drain	LF	974	\$35.00	\$34,090.00
52	2" Sewer Rock	CY	350	\$18.00	\$6,300.00

 ESI Engineering, Inc. 3500 South Main, Suite 206 Salt Lake City, Utah Phone (801) 263-1752 Fax (801) 263-1780 Consulting Engineers & Land Surveyors	PROJECT WOODS PARK PDO (29 LOTS)		SHEET NO 4 of 6	
	OWNER CENTERVILLE CITY			
	ESTIMATED BY BC CHECKED BY KC REVISION BY MR	DATE 12-11-13 DATE 12-11-13 REV. 01-24-14	PROJECT NO. 12-103	

Woods Park PDO Bond Estimate and Water Line Fees

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
53	Import granular backfill	CY	2,100	\$17.00	\$35,700.00
54	Storm Drain Manholes	EA	7	\$2,200.00	\$15,400.00
55	Sift onsite fill materials to make them suitable for use on lots	LS	1	\$5,000.00	\$5,000.00
	Subtotal D (Items 46-55)				\$206,693.00
Street Onsite (E)					
56	Curb & Gutter	LF	2,120	\$13.50	\$28,620.00
57	Road Base	CY	1,000	\$25.00	\$25,000.00
58	Grading, Excavation, Backfill and soil removal	LS	0.5	\$70,000.00	\$35,000.00
59	Street Lights	EA	4	\$2,250.00	\$9,000.00
60	Handicap Ramps	EA	5	\$900.00	\$4,500.00
61	Stamped Concrete Crosswalks	SF	680	\$11.00	\$7,480.00
62	4 Foot Sidewalk	LF	1,220	\$14.00	\$17,080.00
63	3 inch thick Asphalt Woods Park Loop	Ton	700	\$75.00	\$52,500.00
64	Concrete drive approaches	SF	2,320	\$10.00	\$23,200.00
65	Slurry Seal	SY	3,670	\$1.70	\$6,239.00
66	Survey Monuments	EA	3	\$750.00	\$2,250.00
67	Traffic Control	LS	1	\$1,000.00	\$1,000.00
68	Utility Sleeves	EA	8	\$500.00	\$4,000.00
69	6 inch PVC C900 irrigation line and connection	LF	1,195	\$30.00	\$35,850.00
70	6 inch irrigation line valves	EA	5	\$800.00	\$4,000.00


 ESI Engineering, Inc. 3500 South Main, Suite 206 Salt Lake City, Utah Phone (801) 263-1752 Fax (801) 263-1780 Consulting Engineers & Land Surveyors	PROJECT WOODS PARK PDO (29 LOTS) OWNER CENTERVILLE CITY		SHEET NO 5 of 6		
	ESTIMATED BY BC CHECKED BY KC REVISION BY MR	DATE 12-11-13 DATE 12-11-13 REV. 01-24-14	PROJECT NO. 12-103		
Woods Park PDO Bond Estimate and Water Line Fees					
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
71	6 inch irrigation line fittings	EA	9	\$350.00	\$3,150.00
72	1-½" irrigation laterals	LF	350	\$20.00	\$7,000.00
73	1-½" irrigation meters	EA	29	\$350.00	\$10,150.00
74	Import sand backfill for irrigation lines	CY	135	\$22.00	\$2,970.00
	Subtotal E (Items 56-74)				\$278,989.00
Landscaping, Etc. (F)					
75	Landscaping and Sprinkler Irrigation	SF	5,150	\$2.00	\$10,300.00
76	Demolition of Existing Structures	LS	1	\$10,000.00	\$10,000.00
77	Fencing	LF	1,800	\$20.00	\$36,000.00
	Subtotal F (Items 75-77)				\$56,300.00
	Subtotal D+E+F (Items 46-77)				\$541,982.00
78	Contingency for D+E+F	%	20		\$108,396.40
	Total Bond Estimate Outside City ROW (D+E+F and Contingency, Items 42-77)				\$650,378.40
	Total Bond Estimate (A - F and Contingency, Items 1-78)				\$1,244,414.40
Miscellaneous Fees					
78	Inspection Fee	LS	2.05%		\$25,510.50
79	TV Inspection of Storm Drains	LF	3,534	\$1.50	\$5,301.00
80	Fee for UPRR / UTA Storm Drain Bore	LS	1	\$150,000.00	\$150,000.00
Storm Drain Impact Fee					
1	Total Area- Residential	AC	5.42	\$2,000.00	\$10,840.00
2	Recommended Storm Drain Impact Fee Credit				\$10,840.00

 ESI Engineering, Inc. 3500 South Main, Suite 206 Salt Lake City, Utah Phone (801) 263-1752 Fax (801) 263-1780 Consulting Engineers & Land Surveyors	PROJECT WOODS PARK PDO (29 LOTS) OWNER CENTERVILLE CITY		SHEET NO 6 of 6		
	ESTIMATED BY BC CHECKED BY KC REVISION BY MR	DATE 12-11-13 DATE 12-11-13 REV. 01-24-14	PROJECT NO. 12-103		
Woods Park PDO Bond Estimate and Water Line Fees					
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
	Total Recommended Storm Drain Impact Fee				\$0.00
Culinary Water Line Fee					
1	Total Culinary Water Fee (See attached estimate)				\$203,245.20
Water Development Fee (50 % at Plat, 50% at building permit)					
1	3/4 inch Meter Size (water development fee is \$2,026 for 3/4" lateral)	EA	29	\$1,013.00	\$29,377.00
2	Total Water Development Fee				\$29,377.00

Note: These estimates were prepared as an opinion of cost based on current trends and construction activity in the area of the project at the time of plan preparation. This estimate is for the City's use to establish a basis for bonding and represents an opinion of what it may cost if the City is required to bid out and construct the project in the future. This estimate is based on plans prepared by the Developer and does not include all costs for the project.

EXHIBIT "D"
Culinary Waterline Estimate

Exhibit D

 ESI Engineering, Inc. Consulting Engineers & Land Surveyors 3500 South Main, Suite 206 Salt Lake City, Utah 84115 Phone 263-1752 FAX 263-1780		PROJECT <u>Woods Park PDO (29 Lots)</u>		SHEET NO 1 OF 1	
		OWNER <u>Centerville City</u>		ESTIMATED BY BFC CHECKED BY MLR	DATE 7/01/13 DATE 8/14/13
ENGINEERING ESTIMATE FOR CULINARY WATER IMPROVEMENTS					
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
1	10 inch PVC Line and locator wire	LF	1115	\$36.00	\$40,140.00
2	8 inch PVC Line and locator wire	LF	1170	\$33.00	\$38,610.00
3	6 inch PVC Line and locator wire	LF	55	\$30.00	\$1,650.00
4	3/4" Copper lateral	LF	800	\$20.00	\$16,000.00
5	Sand Bedding	CY	620	\$22.00	\$13,640.00
6	Import Granular Backfill	CY	1050	\$17.00	\$17,850.00
7	Fire hydrants and valves with valve boxes	Each	4	\$3,500.00	\$14,000.00
8	10 inch Fittings	Each	3	\$950.00	\$2,850.00
9	8 inch Fittings	LF	11	\$750.00	\$8,250.00
10	10 inch gate valves	Each	2	\$1,400.00	\$2,800.00
11	8 inch gate valves	Each	7	\$1,100.00	\$7,700.00
12	Connection existing line	Each	1	\$1,500.00	\$1,500.00
13	3/4" Services (saddle, meter, etc.)	Each	29	\$800.00	\$23,200.00
	Subtotal				\$188,190.00
15	Engineering / Inspection / Testing	%	8		\$15,055.20
	TOTAL				\$203,245.20