

When Recorded Return to:  
Springville City Corporation  
110 South Main Street  
Springville, UT 84663



ENT 201750:2020 PG 1 of 27  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2020 Dec 17 4:53 pm FEE 50.00 BY MA  
RECORDED FOR SPRINGVILLE CITY CORPORATIO

**DEVELOPMENT AGREEMENT  
ANTHEM WEST SUBDIVISION PLAT C**

THIS AGREEMENT is entered into effective this 17<sup>th</sup> day of DEC., 2020, by and between **SPRINGVILLE CITY**, a municipal corporation of the State of Utah, 110 South Main Street, Springville, Utah 84663 ("City"), and **CANYON CREEK LAND INVESTMENTS, LLC**, located at 407 North Main, Springville UT ("Developer").

**RECITALS**

- A. Developer is developing property located at approximately 950 South 950 West in Springville City, Utah County, Utah, as shown on the Anthem West Subdivision Plat C, attached as Exhibit A (the "Property"). The Property was approved as part of the Sumsion West Subdivision, which subdivision name has since been changed to the Anthem West Subdivision. The density bonuses found in this agreement are part of the entire Sumsion West Subdivision approvals.
- B. Developer plans to construct Anthem West Subdivision Plat C on the Property in the form, design and plan set forth in the approved final subdivision plans (the "Project").
- C. Developer desires to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the "Public Improvements"), including without limitation, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Project and to ultimately dedicate the Public Improvements to the City.
- D. 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, subdivision and development regulations, as more fully set forth below.
- E. City, acting pursuant to its authority under Utah Code Annotated, §109a-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.
- F. The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing and the installation, construction and operation of the Public Improvements, all under the terms and conditions set forth below.

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

1. **Recitals Affirmed.** The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.

2. **Plans, Permits and Approvals; Impact Fees.**

A. **Plans; Revised Plans.** Developer has prepared detailed construction plans, drawings and specifications (collectively, the "Construction Plans") for the Public Improvements for the Project, which Construction Plans have been approved by City and are incorporated herein by this reference.

B. **Permits and Approvals; Documents.** Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like (collectively, the "Approvals") for performance of the Project.

C. **Impact Fees.** Developer agrees to pay any "Impact Fees" in accordance with the applicable City requirements.

D. **Documents.** Developer agrees to provide City with a copy of relevant records and documents relating to the Public Improvements, as reasonably requested by City.

3. **Manner of Performance.**

A. **Compliance with Plans and Laws.** Developer shall pursue the Project to completion (the "Work") (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the "City Code"), rules, regulations, and official policies of the City 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. This Agreement does not modify any requirement Developer has to develop the property pursuant to City Code, including, without limitation, all timing requirements for installing the Public Improvements and all vesting provisions.

B. **Street Trees.** Developer agrees to pay \$350.00 per street tree shown on the approved street tree 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 not be planted in planter strips until development of homes along any street in a new development is at least eighty percent (80%) complete and those homes are

occupied and the planter strip landscape and sprinkling system are installed at homes where trees are to be planted.

C. Materials and Labor. Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project as described herein.

D. Guarantee of Performance. Developer acknowledges and agrees that an improvement completion assurance is required for the Project. Developer will furnish to City an improvement completion assurance in accordance with Springville City Code §§ 14-5-202, et seq., in an amount required by Springville City but not to exceed one hundred ten percent (110%) of the engineer's estimate price for faithful completion of the Improvements. If Developer fully completes and City approves all of the Public Improvements prior to recording the Anthem West Subdivision Plat A, Developer is only required to furnish an improvement warranty. The engineer's estimated price is attached as Exhibit B.

E. Improvement Warranty. Prior to City's acceptance of the Public Improvements, Developer shall execute an improvement warranty for the one (1) year improvement warranty period and post a ten percent (10%) cash deposit, surety bond, letter of credit, or other similar security that is acceptable to the City's City Administrator in accordance with Section 14-5-205 of the City Code.

F. Insurance. Developer agrees to obtain and maintain general public liability insurance and property damage insurance with City named as an additional insured, at the rate of Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) aggregate during construction of the Project.

G. Inspections. Developer shall ensure that all inspections necessary for the Public Improvements under the City Code are timely requested. Developer understands and agrees that failure to request a proper inspection may result in the removal of Public Improvements at the sole cost and expense of Developer. The City shall perform inspections as soon as possible and otherwise in good faith following the applicable request in accordance with the City Code.

#### **4. Off-site Work and Additional Fees and Costs.**

Electrical Extension Fees. Developer agrees to pay an electrical extension fee to City in the amount of Twenty-five Thousand Fifty-six Dollars and Ninety Cents (\$25,056.90), as calculated by City and reflected on Exhibit C attached hereto.

**5. Ownership of Improvements; Acceptance and Dedication.** Developer shall retain ownership of Public Improvements constructed for the Project and shall remain solely responsible for all necessary maintenance, repairs, and replacements of the

Public Improvements prior to final acceptance thereof by City. Developer agrees that no connections to the Public Improvements shall occur before City accepts the same, as contemplated herein. City agrees to accept dedication of the Public Improvements upon completion thereof by Developer in accordance with the Construction Plans, the Approvals, and all applicable land regulations. Upon such acceptance by City, (i) Developer shall assign and convey to City all of Developer's right, title and interest in the Public Improvements in writing (or shall be deemed to have done so by this writing), (ii) Developer shall have no further interest in the Public Improvements, and (iii) City shall maintain and operate the Public Improvements as part of its public systems.

6. **Water Shares.** Prior to beginning the Work on the Project, Developer shall tender to City 3.66 shares of Springville Irrigation Company water shares, or its equivalent, for the Project, which includes the water for the approval of Sumsion West, Plat C.

7. **Westfields Overlay Zone Density Bonus Participation.** In addition to the minimum performance standards required by City Code §11-5-404, the Developer is proposing to utilize the density bonus mechanisms of the overlay. As part of the Sumsion West Subdivision, an 8.5% density bonus was approved. As shown on the Anthem West Subdivision Plat C, Plat C was approved for 15 lots. The Developer has agreed to the following components to receive the requested density bonus:

Density Bonus Category	Density Bonus Improvement	Bonus %
Parks and Open Space (Minimum 3%)  Linear open space  $2.26 \text{ (linear park acres)} \div 42.13 \text{ (total acres)} = 5\% \text{ of land donated}$  $0.7\% \times 5 \text{ (% of land donated)} = 3.5\% \text{ density bonus}$	A 0.7% density bonus for each 1% of land developed for a linear trail system within the development up to 7% density bonus. The trail system shall become property of Springville City.  Improvements shall include: grading improvements, 10-foot-wide hard-surfaced trail, benches every 1/8 mile and landscaping, including at least 3 trees per 100 linear feet. Other types of improvements may include trail heads. Parks shall include improvements totaling no less than the amount per acre established by resolution and approved by the City Council.	3.5%
Building Materials (Minimum 3%)	a. A density bonus of 5% shall be given where 25% of the gross facade elevation includes brick or stone on detached single-family and attached two-family dwellings.	5%
<b>TOTAL DENSITY BONUS</b>		<b>8.5%</b>

The density bonus under this section is for the overall Anthem West Subdivision. The linear open space will be required to be fully constructed and installed and approved by the City before any certificate of occupancies may be issued within the Anthem West Subdivision.

**8. Notices.** Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (e.g. FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 8.

**9. Indemnity.** Developer agrees to indemnify, release and defend City with Counsel of City's choice, and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developer or Developer's agents, (ii) any claim or action related to the installation of the Public Improvements or breach of this Agreement, (iii) any negligent or defective construction of any part of the Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Public Improvements by the City; and (iv) liens or claims on the Public Improvements by any persons providing materials and/or services related to such Public Improvements on behalf of or at the request of Developer.

**10. Authority and Authorization.** Developer hereby represents and warrants to City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by Developer, have been duly authorized through proper action and, upon full execution hereof, this Agreement will be binding on and enforceable against Developer.

**11. 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.

**12. 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 Public Improvements.

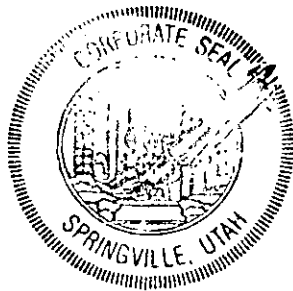
13. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

14. **Attorney Fees.** In the event 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.

15. **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.

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

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



Attest:

[Signature]  
CITY RECORDER

LLC

**SPRINGVILLE CITY**

By: [Signature]  
Richard J. Child, Mayor

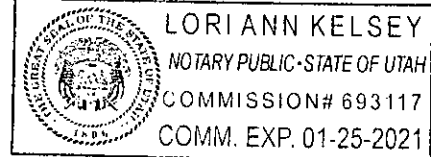
**CANYON CREEK LAND INVESTMENTS,**

By: [Signature]  
Name: DAVID R. SIMPSON  
Title: MANAGER

STATE OF UTAH )  
:  
COUNTY OF UTAH §s.

On this 17 day of December, 2020, before me personally appeared David R Simpson, known to me to be the person who executed this Development Agreement as the Developer and acknowledged to me that he executed the same for the purposes therein stated.

Lori Ann Kelsey  
Notary Public



STATE OF UTAH )  
:  
COUNTY OF UTAH §s.

On this 17 day of December, 2020, before me personally appeared Richard J. Child, known to me to be the person who executed this Development Agreement on behalf of Springville City and acknowledged to me that he executed the same for the purposes therein stated.

K Crane  
Notary Public

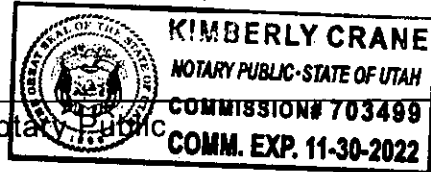


Exhibit A



BEGINNING AT THE NORTHWEST CORNER OF ANTHEM WEST PLAT "B", WHICH POINT LIES  $S00^{\circ}35'28''E$  2550.09 FEET ALONG THE SECTION LINE AND WEST 62.03 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE ALONG THE WEST BOUNDARY OF ANTHEM WEST PLAT "B" THE FOLLOWING THREE (3) COURSES TO WIT: (1) SOUTH 542.35 FEET, (2) EAST 4.44 FEET, (3) SOUTH 114.35 FEET; THENCE  $N89^{\circ}40'00''W$  304.62 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE UTAH SOUTHERN RAILROAD; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES TO WIT: (1) NORTHEASTERLY 441.41 FEET ALONG THE ARC OF A 5813.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF  $04^{\circ}21'03''$ , THE CHORD BEARS  $N01^{\circ}57'59''E$  441.30 FEET, (2)  $N00^{\circ}12'33''W$  208.95 FEET; THENCE  $N89^{\circ}00'40''E$  285.84 FEET TO THE POINT OF BEGINNING.  
CONTAINS 4.34 ACRES.



**SURVEYOR'S CERTIFICATE**

I, BARRY L. BOSTON, A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 184400 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAN AND STREETS, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAN AND THAT THIS IS TRUE AND CORRECT.

SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT WHICH LIES SOUTH 2549.34 FEET AND 58970'40"W 35.73 FEET ALONG THE BOUNDARY LINE OF SUNSHINE WEST PLAT "B" FROM THE EAST END OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE AND MERIDIAN; THENCE SOUTH 114.35 FEET; THENCE EAST 4.44 FEET; THENCE SOUTH 114.35 FEET; THENCE 889'00"W 304.82 FEET; THENCE ALONG THE ARC OF A 581.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 4141.41 FEET (THE CHORD BEING 288.84 FEET); THENCE SOUTH 114.35 FEET; THENCE EAST 4.44 FEET; THENCE SOUTH 114.35 FEET TO THE POINT OF BEGINNING.

**OWNER'S DEDICATION**

ONE (1) OF ALL THE PROPERTY DESCRIBED IN THE UNDERSIGNED AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2018.

MEMBER: \_\_\_\_\_  
MEMBER: \_\_\_\_\_  
MEMBER: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF UTAH  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2018 PERSONALLY APPEARED BEFORE ME \_\_\_\_\_ WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN IN THE MANNER OF SATISFACTORY EVIDENCE AND WHO BY HIS DULY SIGNED/AFFIRMED AND SIGNED AND SEALING HAS DECLARED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID \_\_\_\_\_ HAS ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC COMMISSIONED IN UTAH  
NOTARY NUMBER \_\_\_\_\_ PRINTED FULL NAME OF NOTARY

**ACCEPTANCE BY LEGISLATIVE BODY**

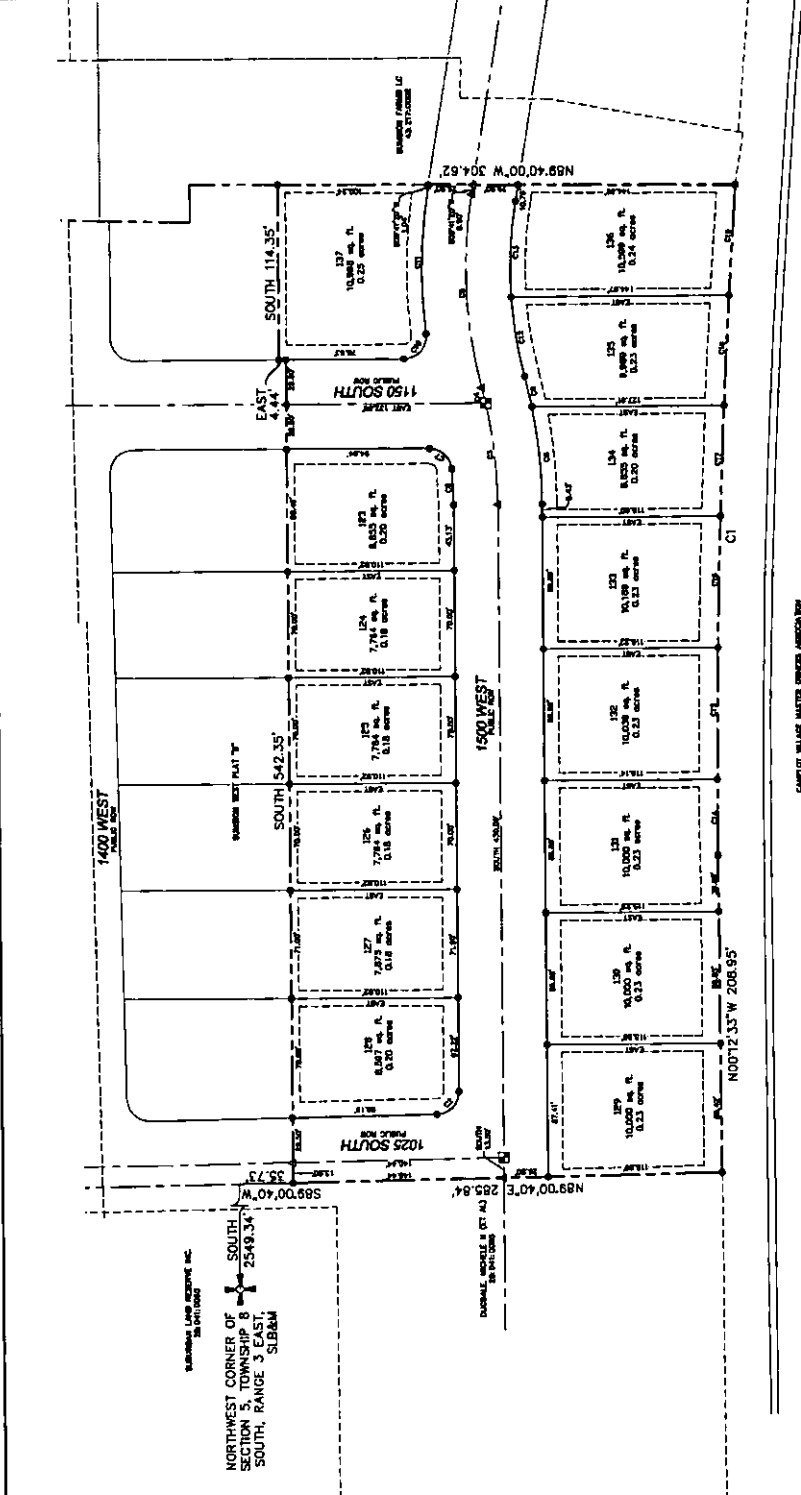
THE \_\_\_\_\_ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, PERPETUAL USE OF THE PUBLIC LAND AND FOR PUBLICATION OF SAID MAP FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2018.

APPROVED: \_\_\_\_\_ MAYOR  
APPROVED: \_\_\_\_\_ CITY ATTORNEY  
APPROVED: \_\_\_\_\_ ENGINEER (SEE SEAL)  
ATTEST: \_\_\_\_\_ CLERK-RECORDER

**ANTHEM WEST PLAT "C"**

SPRINGVILLE, UTAH COUNTY, UTAH  
LOCATED IN THE SOUTHWEST CORNER OF SECTION 5 AND SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE AND MERIDIAN, UTAH COUNTY, UTAH.

SURVEYOR'S SEAL \_\_\_\_\_ NOTARY PUBLIC SEAL \_\_\_\_\_ CITY ENGINEER SEAL \_\_\_\_\_ CLERK-RECORDER SEAL \_\_\_\_\_



CURVE	RADIUS	LENGTH	CHORD	DIST.	DELTA
C1	371.00	21.30	21.03	N 07°37'42" E	42°11'03"
C2	371.00	21.30	21.03	N 44°30'20" E	89°01'40"
C3	300.00	67.40	67.28	N 08°28'11" E	123°22'24"
C4	300.00	10.27	10.27	N 13°51'15" E	157°42'
C5	300.00	124.91	127.43	N 02°24'23" E	243°17'28"
C6	270.50	23.88	23.87	N 02°30'29" E	53°05'07"
C7	15.00	22.25	20.28	N 47°20'29" E	81°39'03"
C8	329.30	64.64	64.54	N 05°27'11" E	111°15'28"
C9	329.30	20.87	20.87	N 13°02'18" E	133°31'
C10	15.00	25.41	22.89	N 41°28'32" E	173°42'31"
C11	270.50	43.28	43.21	N 08°11'28" E	161°17'18"
C12	270.50	62.49	62.30	N 03°00'14" E	131°14'08"
C13	270.50	48.97	48.87	N 00°42'43" E	107°01'22"
C14	581.00	66.87	66.89	N 01°34'00" E	107°01'22"
C15	581.00	72.72	72.72	N 02°21'17" E	104°30'02"
C16	501.00	72.77	72.76	N 03°04'18" E	104°30'02"
C17	501.00	72.18	72.18	N 03°47'19" E	104°34'41"

CURVE	RADIUS	LENGTH	CHORD	DIST.	DELTA
C18	371.00	21.30	21.03	N 07°37'42" E	42°11'03"
C19	371.00	21.30	21.03	N 44°30'20" E	89°01'40"
C20	300.00	67.40	67.28	N 08°28'11" E	123°22'24"
C21	300.00	10.27	10.27	N 13°51'15" E	157°42'
C22	300.00	124.91	127.43	N 02°24'23" E	243°17'28"
C23	270.50	23.88	23.87	N 02°30'29" E	53°05'07"
C24	15.00	22.25	20.28	N 47°20'29" E	81°39'03"
C25	329.30	64.64	64.54	N 05°27'11" E	111°15'28"
C26	329.30	20.87	20.87	N 13°02'18" E	133°31'
C27	15.00	25.41	22.89	N 41°28'32" E	173°42'31"
C28	270.50	43.28	43.21	N 08°11'28" E	161°17'18"
C29	270.50	62.49	62.30	N 03°00'14" E	131°14'08"
C30	270.50	48.97	48.87	N 00°42'43" E	107°01'22"
C31	581.00	66.87	66.89	N 01°34'00" E	107°01'22"
C32	581.00	72.72	72.72	N 02°21'17" E	104°30'02"
C33	501.00	72.77	72.76	N 03°04'18" E	104°30'02"
C34	501.00	72.18	72.18	N 03°47'19" E	104°34'41"

**DATA TABLE**  
ZONE CLASSIFICATION-R-1-10  
ACRES=115.19 ACRES  
ROW DEDICATION=115 ACRES  
ACREAGE IN LOTS=3.19 ACRES  
TOTAL ACRES=118.38 ACRES  
UNITS/ACRE=87.8

**LEGEND**

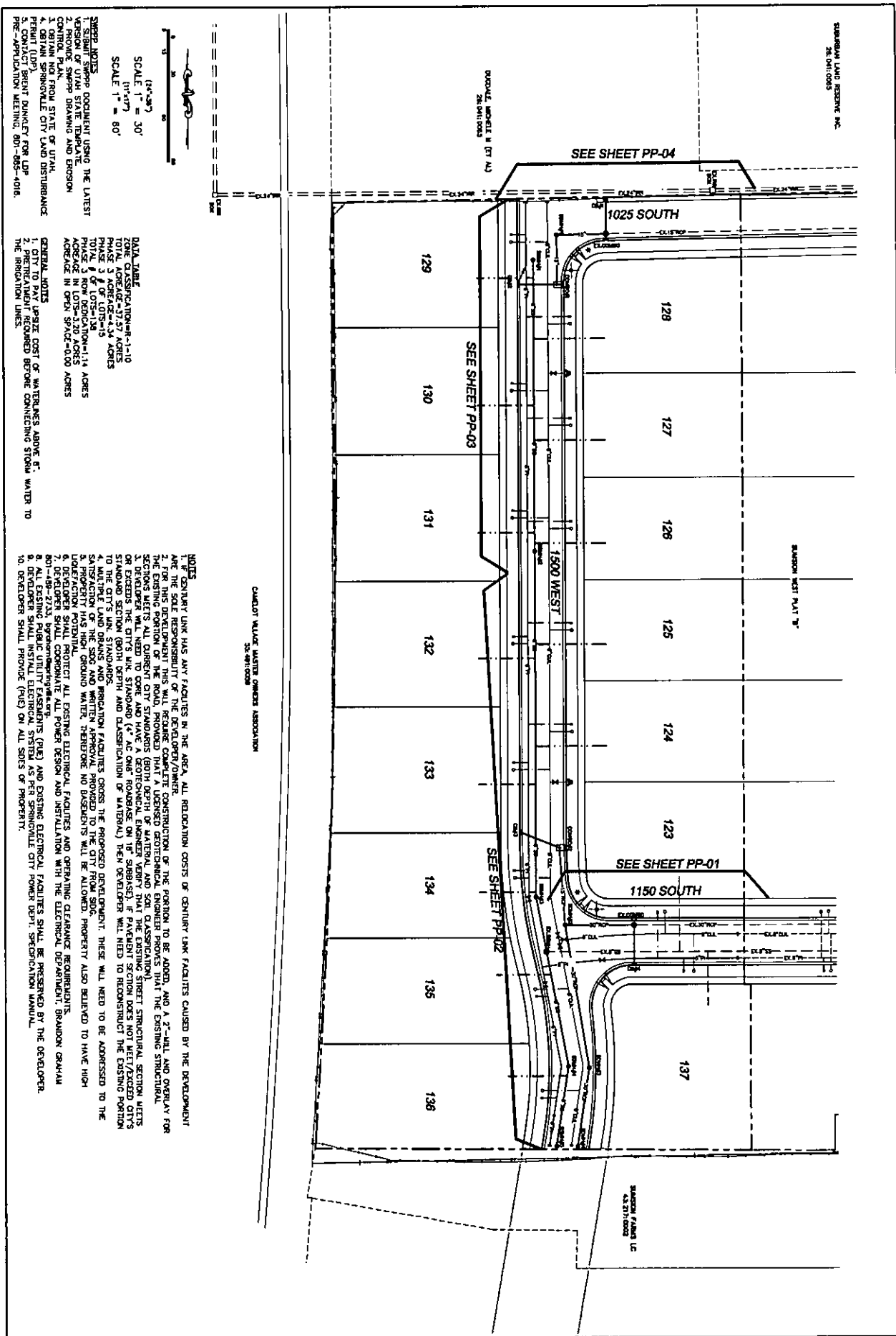
**NOTES**  
NO ELEVATIONS ALLOWED, THE BASE FLOOR ELEVATION, WHETHER FOR SLAB OR GRADE CONSTRUCTION, OR THE TOP OF CURB ELEVATION, SHALL BE THE SAME AS THE TOP OF CURB ELEVATION.

**UTAH CONTRACTORS**  
BARRY L. BOSTON  
PHONE 801-432-2045  
444 E. 800 N. SUITE A  
SPRINGVILLE, UT 84409

**UTAH CONTRACTORS**  
BARRY L. BOSTON  
PHONE 801-432-2045  
444 E. 800 N. SUITE A  
SPRINGVILLE, UT 84409

**ORDER CALICULATED**  
DATE: 11/13/2018  
BY: BARRY L. BOSTON  
407 N. MAIN STREET  
SPRINGVILLE, UT 84403

**SCALE**  
SCALE 1" = 40'  
(11"=117)  
SCALE 1" = 80'



SCALE 1" = 30'  
 SCALE 1" = 80'

**DATA TABLE**  
 ZONE CLASSIFICATION=R-1-10  
 TOTAL ACRES=57.57 ACRES  
 PHASE 1 # OF LOTS=126  
 PHASE 2 # OF LOTS=19  
 PHASE 3 NOW DESIGNATION=114 ACRES  
 TOTAL ACRES IN OPEN SPACE=0.00 ACRES

**GENERAL NOTES**  
 1. CITY TO PAY UPSIZE COST OF WATERLINES ABOVE R.  
 2. PRETREATMENT REQUIRED BEFORE CONNECTING STORM WATER TO THE COLLECTION LINES.

**NOTES**  
 1. IF CENTURY LINK HAS ANY FACILITIES IN THE AREA, ALL RELOCATION COSTS OF CENTURY LINK FACILITIES CAUSED BY THE DEVELOPMENT ARE THE SOLE RESPONSIBILITY OF THE DEVELOPER/OWNER.  
 2. FOR THIS DEVELOPMENT THIS WILL REQUIRE COMPLETE CONSTRUCTION OF THE GRADIENT TO BE ADDED, AND A 2'-HILL AND OVERLAY FOR THE EXISTING UTILITY LINES.  
 3. DEVELOPER SHALL PROVIDE ALL NECESSARY ENGINEERING SERVICES THAT THE EXISTING STRUCTURAL SECTIONS MEETS ALL CURRENT CITY STANDARDS (BOTH DEPTH OF MATERIAL AND SOIL CLASSIFICATION).  
 4. DEVELOPER WILL NEED TO COME AND HAVE A GEOTECHNICAL ENGINEER VERIFY THAT THE EXISTING STREET STRUCTURAL SECTION MEETS OR EXCEEDS THE CITY'S MIN. STANDARD (4" AC OVER ROADSIDE ON 10' SUBBASE). IF PARALLEL SECTION DOES NOT MEET/EXCEED CITY'S STANDARD SECTION (BOTH DEPTH AND CLASSIFICATION OF MATERIAL) THEN DEVELOPER WILL NEED TO RECONSTRUCT THE EXISTING PORTION TO MEET CITY'S STANDARD AND IRRIGATION FACILITIES CROSS THE PROPOSED DEVELOPMENT. THESE WILL NEED TO BE ADDRESSED TO THE DEVELOPER AND OBTAIN WRITTEN APPROVAL PROVIDED TO THE CITY FROM SOG.  
 5. PROPERTY HAS HIGH GROUND WATER, THEREFORE NO BASEMENTS WILL BE ALLOWED. PROPERTY ALSO BELIEVED TO HAVE HIGH WATER TABLE.  
 6. DEVELOPER SHALL PROTECT ALL EXISTING ELECTRICAL FACILITIES AND OPERATING CLEARANCE REQUIREMENTS.  
 7. DEVELOPER SHALL COORDINATE ALL POWER DESIGN AND INSTALLATION WITH THE ELECTRICAL DEPARTMENT, BRANDON CASHMAN 801-458-2733, brandon@sprngville.com.  
 8. ALL EXISTING PUBLIC UTILITY SYSTEMS (PES) AND EXISTING ELECTRICAL FACILITIES SHALL BE PRESERVED BY THE DEVELOPER.  
 9. ALL EXISTING ELECTRICAL SYSTEMS SHALL BE PRESERVED BY THE DEVELOPER.  
 10. DEVELOPER SHALL PROVIDE (PES) ON ALL SITES OF PROPERTY.

**GENERAL NOTES**  
 1. CITY TO PAY UPSIZE COST OF WATERLINES ABOVE R.  
 2. PRETREATMENT REQUIRED BEFORE CONNECTING STORM WATER TO THE COLLECTION LINES.

123	124	125	126	127	128	129	130	131	132	133	134	135	136	137
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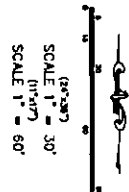
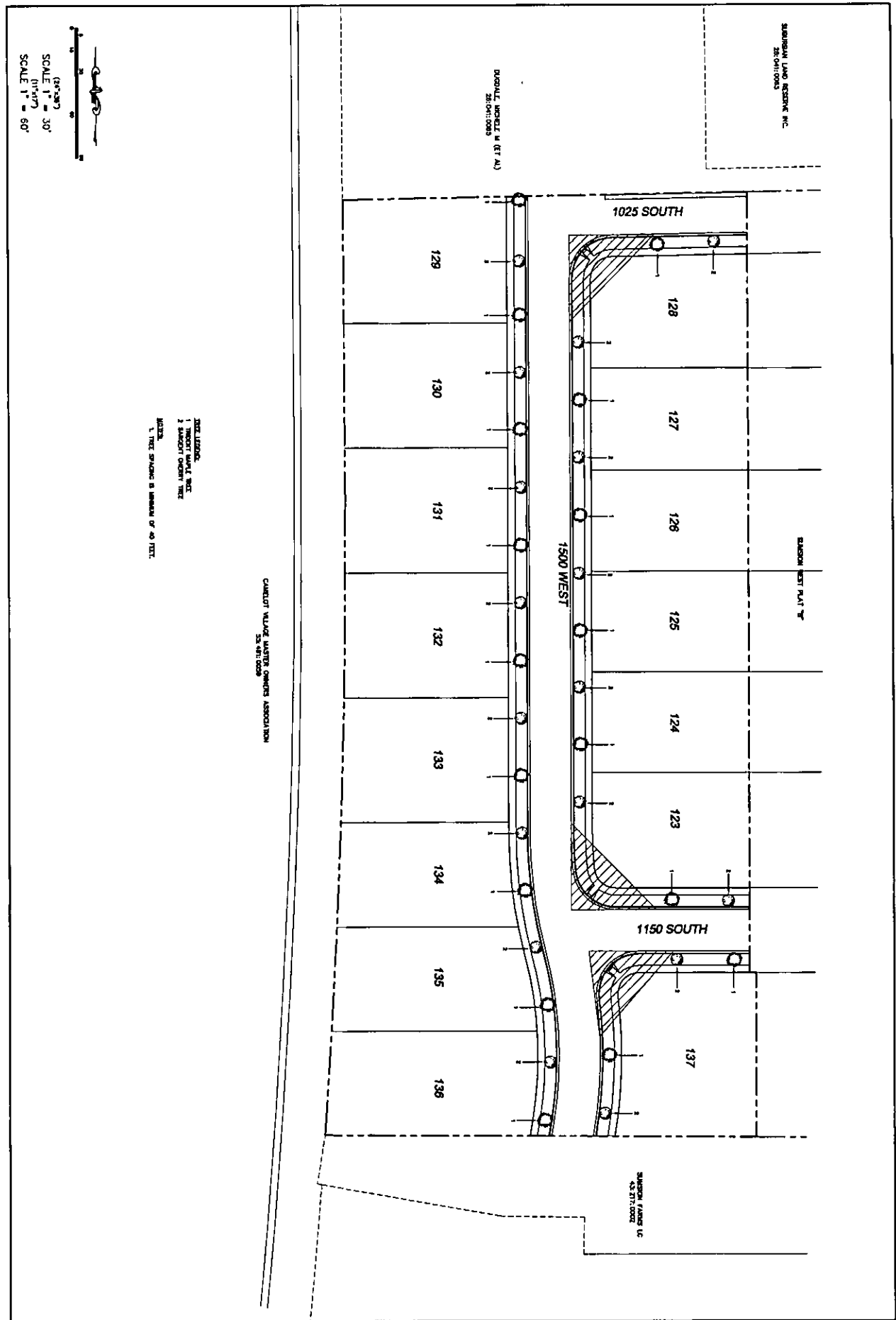
**ANTHEM WEST PLAT "C"**  
 A RESIDENTIAL SUBDIVISION  
**ATLAS ENGINEERING L.L.C.**  
 PHONE: 801-655-0566  
 FAX: 801-655-0109  
 948 E. 900 N. SUITE A  
 SPANISH FORK, UT 84860

UTILITY & INDEX  
 SEPTEMBER 2019  
 SPRINGVILLE, UTAH  
 COUNTY, UTAH

SHEET NO.  
**3**







SEE LEGEND.  
1. 1" DBH TREE  
2. 2" DBH TREE  
SHRUBS  
1. TREE SPACING IS MINIMUM OF 40 FEET.

CAROLYN VALLEY WATER OWNERS ASSOCIATION  
22.481.0028

12			
11			
10			
9			
8			
7			
6			
5			
4			
3			
2			
1			
0			

**ANTHEM WEST PLAT "C"**  
A RESIDENTIAL SUBDIVISION

**ATLAS ENGINEERING L.L.C.**

PHONE: 801-855-0566  
FAX: 801-855-0109  
845 E. 800 N. SUITE A  
SPANISH FORK, UT 84660

TREE PLAN  
SEPTEMBER 2019

SPRINGVILLE, UTAH  
COUNTY, UTAH

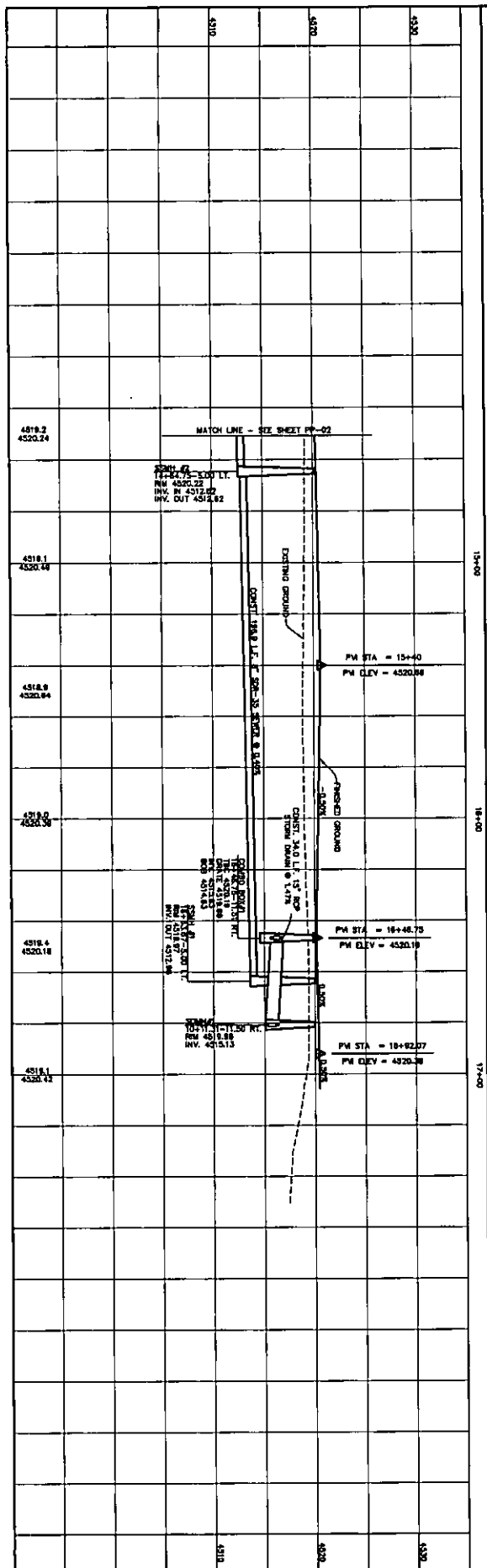
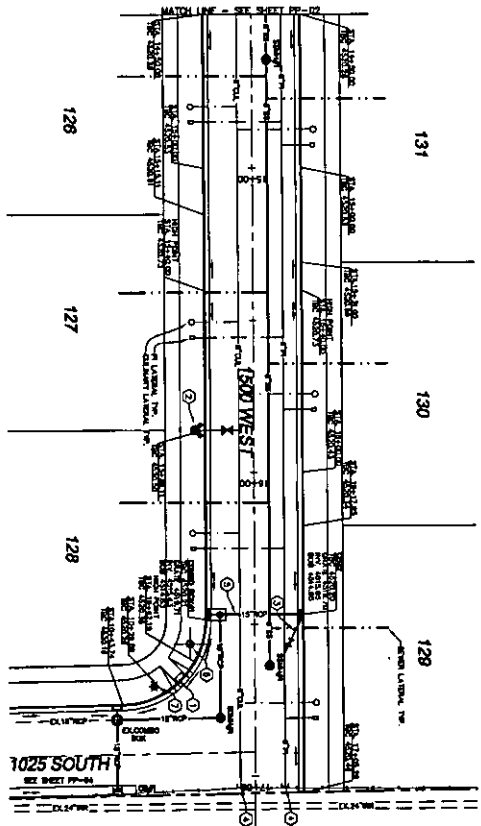
SHEET NO.  
**6**



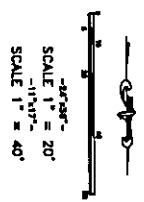




- CONSTRUCTION NOTES**
1. CONSTRUCT PEDESTRIAN ACCESS RAUP PER SPRINGVILLE CITY STANDARDS.
  2. INSTALL FIRE HYDRANT ASSEMBLY PER SPRINGVILLE CITY STANDARDS.
  3. INSTALL P.D. DRAIN PER SPRINGVILLE CITY STANDARDS.
  4. C&P / PUD & MARK TO SURFACE.
  5. CONST. 26" x 15" RCP STORM DRAIN @ 1.21%.
  6. INSTALL STREET SIGN PER SPRINGVILLE CITY STANDARDS.
  7. INSTALL STREET LIGHT PER SPRINGVILLE CITY STANDARDS.



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**ANTHEM WEST PLAT "C"**

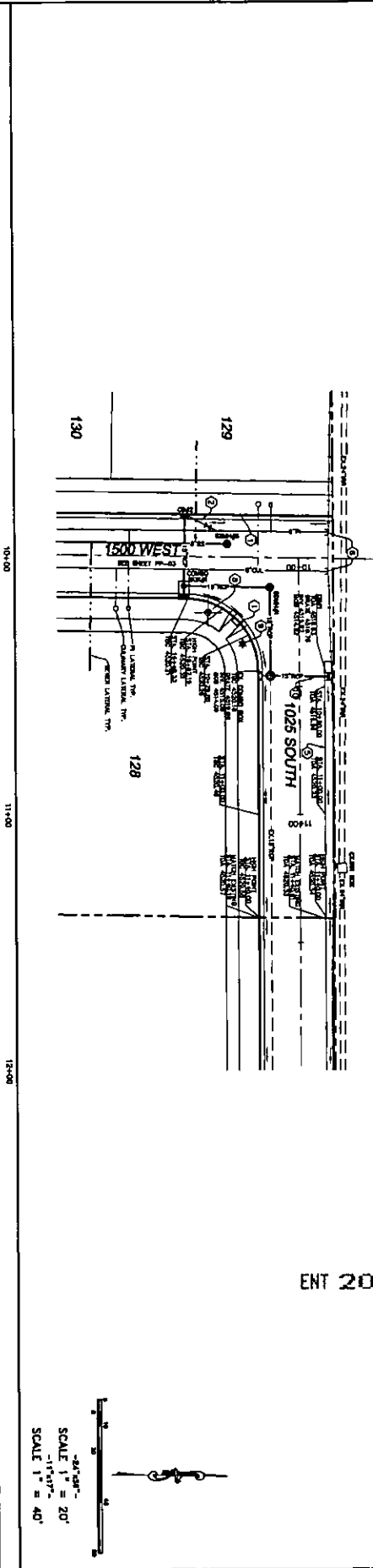
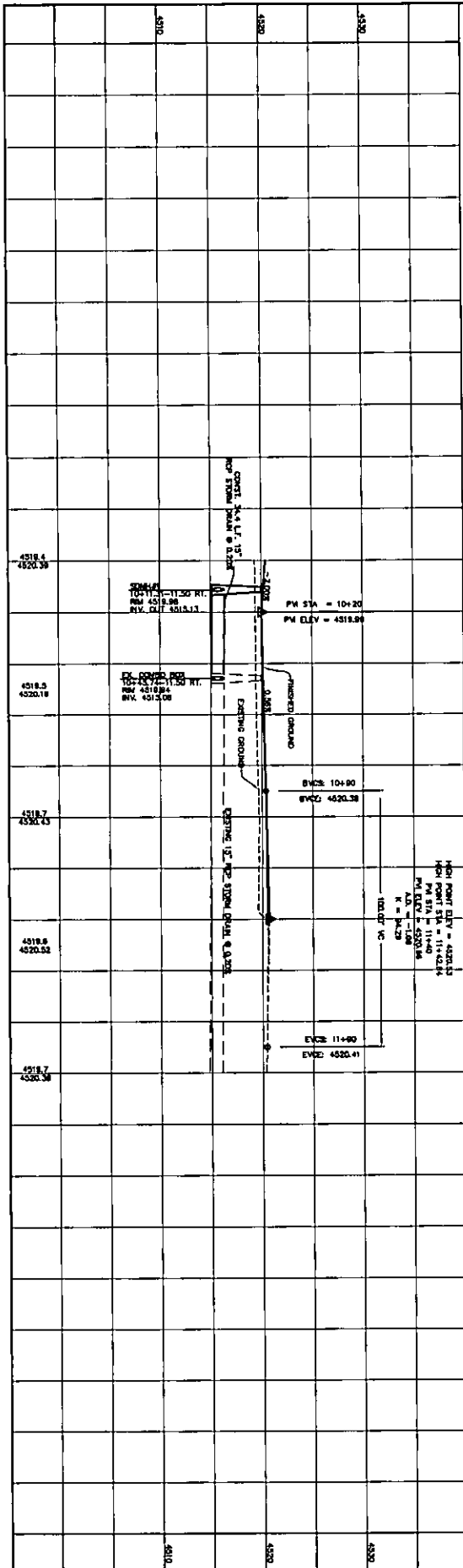
**ATLAS ENGINEERING U.C.C.**

PHONE: 801-655-0588  
 FAX: 801-655-0100  
 244 E. 800 N. SUITE A  
 SPANISH FORK, UT 84660

1500 SOUTH  
 STA. 14+50 TO STA. 17+50

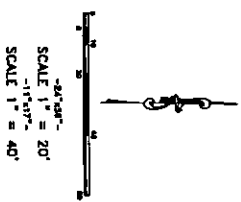
SPRINGVILLE, UTAH  
 COUNTY, UTAH

SHEET NO.  
**PP-03**



- CONSTRUCTION NOTES**
- ① CONSTRUCT PEDESTRIAN ACCESS RAMP PER SPRINGVILLE CITY STANDARDS
  - ② INSTALL 6\"/>
  - ③ CONSTR. 22.4 LF. 15\"/>
  - ④ CONSTR. 3\"/>
  - ⑤ CONSTR. 22.4 LF. 15\"/>
  - ⑥ CONSTR. 22.4 LF. 15\"/>
  - ⑦ CONSTR. 22.4 LF. 15\"/>

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**ANTHEM WEST PLAT "C"**

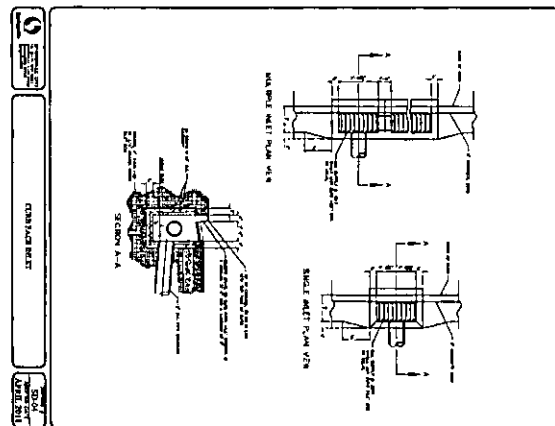
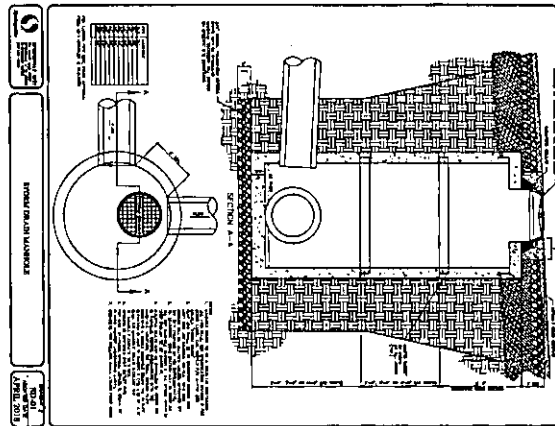
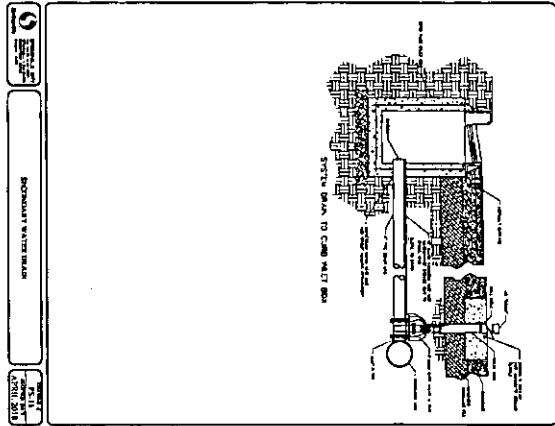
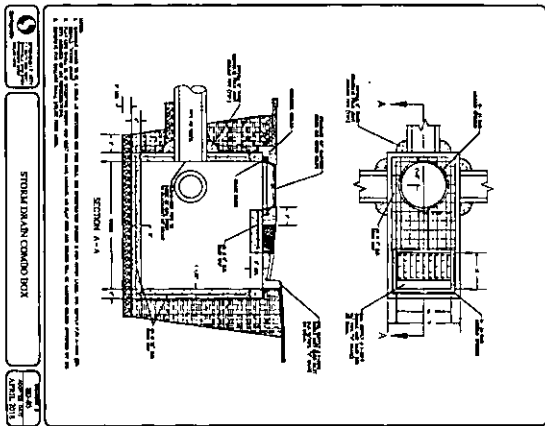
**ATLAS ENGINEERING I.L.C.**

PHONE: 801-655-0566  
 FAX: 801-655-0109  
 945 E. 800 N. SUITE A  
 SPANISH FORK, UT 84680

1025 SOUTH  
 STA. 10+00 TO STA. 12+00

SPRINGVILLE, UTAH  
 COUNTY, UTAH

SHEET NO.  
**PP-04**



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**ANTHEM WEST PLAT "C"**  
 A RESIDENTIAL SUBDIVISION

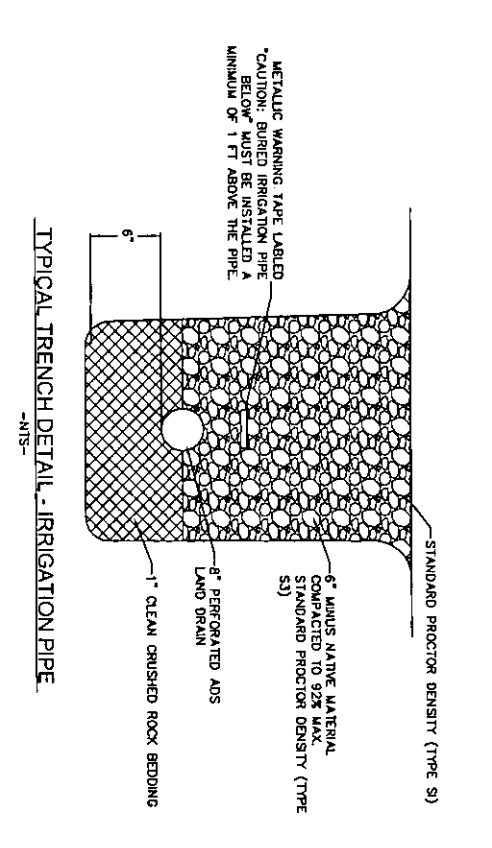
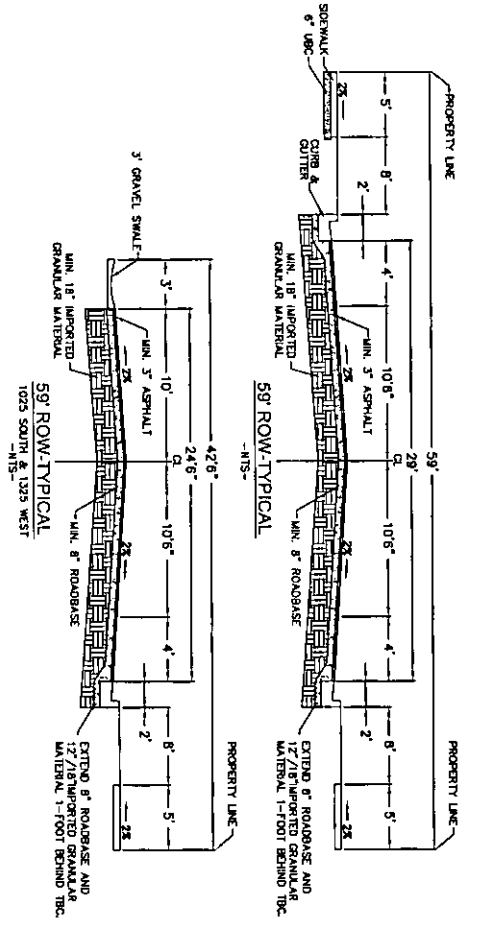
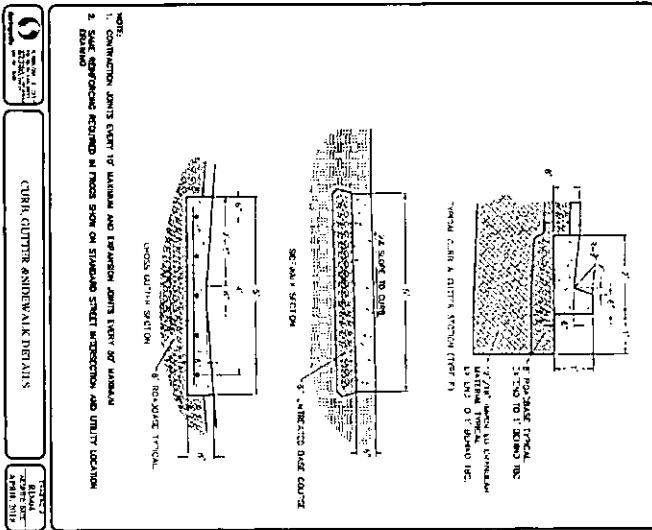
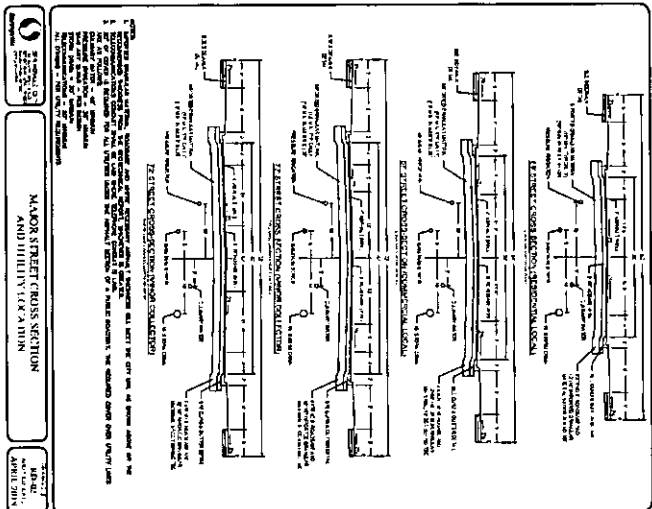
**ATLAS ENGINEERING L.L.C.**

PHONE: 801-835-0566  
 FAX: 801-835-0109  
 846 E. 800 N. SLATE A  
 SPANISH FORK, UT 84660

DETAIL SHEET  
 SEPTEMBER 2019

SPRINGVILLE, UTAH  
 COUNTY, UTAH

SHEET NO.  
**DT-01**



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
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**ANTHEM WEST PLAT "C"**  
 A RESIDENTIAL SUBDIVISION

**ATLAS ENGINEERING L.L.C.**

PHONE: 801-655-0366  
 FAX: 801-655-0106  
 848 S. 800 W. SUITE A  
 SPANISH FORK, UT 84660

DETAIL SHEET  
 SEPTEMBER 2019

SPRINGVILLE, UTAH  
 COUNTY, UTAH

SHEET NO.  
**DT-02**



Exhibit B

## SPRINGVILLE CITY Anthem West Plat C Bond Form

Development Name	Anthem West Plat C	Owner(s)	Date
Bond (X) Cash ( ) Letter	Name of Bank	Attn:	
Date of DRC Approval	Address of Bank		

### Sewer

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
8" Main	625	lf	\$ 64.00	\$ 40,000.00		\$ -		\$ -
48" Manhole	5	each	\$ 4,300.00	\$ 21,500.00		\$ -		\$ -
4" Lateral	13	each	\$ 2,110.00	\$ 27,430.00		\$ -		\$ -
Air Test	625	lf	\$ 0.85	\$ 531.25		\$ -		\$ -
Deflection Test	625	lf	\$ 0.85	\$ 531.25		\$ -		\$ -
Jet Cleaning	625	lf	\$ 0.40	\$ 250.00		\$ -		\$ -
Televising	625	lf	\$ 0.55	\$ 343.75		\$ -		\$ -
Manhole Vacuum Test	5	each	\$ 60.00	\$ 300.00		\$ -		\$ -
Concrete MH Collars	5	each	\$ 350.00	\$ 1,750.00		\$ -		\$ -
<b>Sub-total Sewer</b>				<b>\$ 92,636.25</b>		<b>\$ -</b>		<b>\$ -</b>

### Water

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
8" Main	820	lf	\$ 40.00	\$ 32,800.00		\$ -		\$ -
8" Valve	3	each	\$ 2,500.00	\$ 7,500.00		\$ -		\$ -
Concrete Valve Box Collar	3	each	\$ 300.00	\$ 900.00		\$ -		\$ -
1" Service	15	each	\$ 1,950.00	\$ 29,250.00		\$ -		\$ -
8" Fittings	6	each	\$ 450.00	\$ 2,700.00		\$ -		\$ -
2" Blowoff	2	each	\$ 1,150.00	\$ 2,300.00		\$ -		\$ -
Fire Hydrant Assembly	2	each	\$ 5,200.00	\$ 10,400.00		\$ -		\$ -
Tracer Wire	820	lf	\$ 0.45	\$ 369.00		\$ -		\$ -
High Chlorine Test	1	each	\$ 30.00	\$ 30.00		\$ -		\$ -
Pressure Test	1	each	\$ 100.00	\$ 100.00		\$ -		\$ -
Bacteria Test	1	each	\$ 100.00	\$ 100.00		\$ -		\$ -
<b>Sub-total Water</b>				<b>\$ 86,449.00</b>		<b>\$ -</b>		<b>\$ -</b>

### Pressurized Irrigation

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
6" Main	820	lf	\$ 35.00	\$ 28,700.00		\$ -		\$ -
6" Valve	3	each	\$ 1,800.00	\$ 5,400.00		\$ -		\$ -
6" Fittings	6	each	\$ 750.00	\$ 4,500.00		\$ -		\$ -
Concrete Valve Box Collar	3	each	\$ 300.00	\$ 900.00		\$ -		\$ -
2" Blowoff	2	each	\$ 1,150.00	\$ 2,300.00		\$ -		\$ -
1" Service	15	each	\$ 1,300.00	\$ 19,500.00		\$ -		\$ -
PI Drain	1	each	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -
Tracer Wire	820	lf	\$ 0.45	\$ 369.00		\$ -		\$ -
Pressure Test	1	each	\$ 100.00	\$ 100.00		\$ -		\$ -
<b>Sub-total Pressurized Irrigation</b>				<b>\$ 66,769.00</b>		<b>\$ -</b>		<b>\$ -</b>

### Storm Drain

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
15" Pipe (RCP)	130	lf	\$ 65.00	\$ 8,450.00		\$ -		\$ -
24" Pipe (RCP)	320	lf	\$ 115.00	\$ 36,800.00		\$ -		\$ -
60" Manhole	4	each	\$ 3,200.00	\$ 12,800.00		\$ -		\$ -
Combo Box	2	each	\$ 4,200.00	\$ 8,400.00		\$ -		\$ -
Storm Inlet Box (2x3x4)	4	each	\$ 2,500.00	\$ 10,000.00		\$ -		\$ -
Pre-Treatment Inlet Box	1	each	\$ 4,500.00	\$ 4,500.00		\$ -		\$ -
SD Inlet Tie-Ins	2	each	\$ 177.00	\$ 354.00		\$ -		\$ -
Concrete Collars	4	each	\$ 700.00	\$ 2,800.00		\$ -		\$ -
Televising	450	lf	\$ 0.55	\$ 247.50		\$ -		\$ -
<b>Sub-total Storm Drain</b>				<b>\$ 84,351.50</b>		<b>\$ -</b>		<b>\$ -</b>



**Streets**

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
3" Asphalt	28500	sf	\$ 1.75	\$ 49,875.00		\$ -		\$ -
8" Roadbase	28500	sf	\$ 1.00	\$ 28,500.00		\$ -		\$ -
18" Imported Fill	28500	sf	\$ 2.00	\$ 57,000.00		\$ -		\$ -
24" Curb & Gutter (includes road base)	1600	lf	\$ 24.50	\$ 39,200.00		\$ -		\$ -
5' Sidewalk (includes road base)	8300	sf	\$ 6.50	\$ 53,950.00		\$ -		\$ -
Pedestrian ADA Ramp	3	each	\$ 2,000.00	\$ 6,000.00		\$ -		\$ -
<b>Sub-total Streets</b>				<b>\$ 234,525.00</b>		<b>\$ -</b>		<b>\$ -</b>

**Other**

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
SWPPP/Erosion Control	1	ls	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -
QC		ls		\$ -		\$ -		\$ -
Mobilization	1	ls	\$ 12,500.00	\$ 12,500.00		\$ -		\$ -
Earthwork	245000	lf	\$ 0.05	\$ 12,250.00		\$ -		\$ -
<b>Sub-total Other</b>				<b>\$ 29,750.00</b>		<b>\$ -</b>		<b>\$ -</b>

**Total \$ 594,480.75 \$ - \$ -**

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

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

10% Warranty \$ 59,448.08  
**TOTAL \$ 653,928.83**

Less Prior Draws  
 Amount Due This Draw \$ -  
**Remaining Balance \$ 653,928.83**

Signatures:

Brad Stapley - PW Admin \_\_\_\_\_

Jeff Anderson - City Engineer \_\_\_\_\_

Paul Curtis - PW Inspector \_\_\_\_\_

Date: \_\_\_\_\_

Street Signs	Each	Total
2	\$ 300.00	\$ 600.00
Inspection Fee		\$ 6,045.00

Developer \_\_\_\_\_

Exhibit C



**Description:** 950 W 1050 S - Anthem West - C

# INVOICE

**City of Springville**  
 777 N 450 W  
 Springville, UT 84663  
 Office: (801) 489-2750  
<https://www.springville.org/power/>

**BILL TO**  
**Rob Mckell**  
 Landmark Real Estate  
 407 N Main Street  
 Springville, UT 84663

**Invoice Number:** INV-00096600  
**Invoice Date:** March 12, 2020  
**Due Date:**  
**Division:** Electric  
**Task:** New Construction  
 (ID:137779)

Date	Item Description	Quantity	Sale Price	SubTotal
<b>Material Section</b>				
1/9/2019	Price Per Lot	15.00	\$1,670.46	\$25,056.90
<b>Material Total:</b>				<b>\$25,056.90</b>

**10% Contingency per (Resolution 97-12) has been added to Materials, Labor, and Equipment. Impact, Meter, and Temporary power fees will not have this contingency added.**

**THIS ESTIMATE IS FOR ELECTRICAL IMPACT, METER, AND EXTENSION FEES ONLY. ADDITIONAL FEES MAY BE CHARGED BY THE SPRINGVILLE CITY BUILDING DEPARTMENT. ELECTRIC FEES MAY BE ADJUSTED IF A SIX (6) MONTH PERIOD HAS PASSED FROM THE DATE SHOWN ON THIS FORM.**

**Invoice Total: \$25,056.90**  
 Discount Rate: 0.0000 % \$0.00  
 Pre-Tax Total \$25,056.90  
 Tax Rate: 0.0000 % \$0.00

Shipping Rate \$0.00

**Amount Due: \$25,056.90**

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