



\*W2957737\*

EN 2957737 PG 1 OF 14  
LEANN H KILTS, WEBER COUNTY RECORDER  
18-DEC-18 200 PM FEE \$1.00 DEP DC  
REC FOR: WASHINGTON TERRACE CITY

## **CITY OF WASHINGTON TERRACE SUBDIVISION DEVELOPMENT AGREEMENT**

The Parties to this Subdivision Development Agreement ("Agreement") are Russell P. Langford, Managing Member, of Russell P Langford Limited, and Russell P. Langford and Sons Limited, ("Developer") and the City of Washington Terrace ("City"). The Effective Date of this Agreement will be the date that Final Subdivision Plat ("Plat") approved herein is recorded at the Office of the Weber County Recorder.

### **RECITALS**

**WHEREAS**, Utah Code §10-9a-604.5 authorizes the City to enter a Development Agreement; and

**WHEREAS**, the Developer seeks permission to subdivide property within City, to be known as LANGFORD SUBDIVISION ("Subdivision"), which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"); and

**WHEREAS**, the City seeks to protect the health, safety, and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

**WHEREAS**, the purpose of this Agreement is to protect the City from the cost of completing subdivision improvements itself and is not executed for the benefit of material, men, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

**WHEREAS**, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the City's Municipal Code;

**NOW, THEREFORE**, the Parties hereby agree as follows:

### **DEVELOPER'S OBLIGATIONS**

1. **Improvements.** The Developer shall construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibit "B" attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise immediately upon Plat approval by the City, will be independent of any obligations of the City contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

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2. **Security.** To secure the performance of his obligations hereunder, the Developer will make a Cash Deposit ("Financial Guarantee") to be held in Escrow. The Financial Guarantee shall be established on or prior to the effective date in a form similar to Exhibit "C" attached hereto. The Financial Guarantee is to be in the amount specified in the Improvements completed prior to recording. The Financial Guarantee will be established at Mtn. View Title or other entity mutually agreed by the Parties to be known as ("Escrow Holder"). The Financial Guarantee shall be payable at sight to the City and will bear an expiration date not earlier than two (2) years after the Effective Date of this Agreement. An Escrow Agreement substantially similar to Exhibit "C" attached hereto and incorporated herein by this reference shall be executed with the Escrow Holder and the Parties. The Financial Guarantee will be payable to the City at any time upon presentation of:
  - a. A sight draft drawn on the issuing Escrow Holder in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; or
  - b. A request executed by the City Attorney or City Recorder stating that the City is entitled to make a draw or Developer is in default under this Agreement;
  - c. A request by the City under this Agreement or for Inspection/Subdivision Fees. Developer hereby authorizes the release of any and all outstanding Inspection/Subdivision Fees as specified in the Exhibit "B".
3. **Standards.** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications, municipal code, applicable building or other codes adopted by City, all of which are incorporated herein by this reference.
4. **Warranty.** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the City accepts the improvement when completed by the Developer and as requested by the Developer for conditional acceptance and final acceptance as provided in state law.
5. **Completion Periods.** The Developer shall commence work on the Improvements within one year from the Effective Date ("Commencement Period") and the Improvements, each and every one of them, will be completed within two (2) years from the Effective Date ("Completion Period").
6. **Compliance.** The Developer will comply with all approval requirements, relevant laws, code requirements, standards, specifications, and regulations in effect at the time of Plat approval when fulfilling his obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval. The Developer shall specifically comply as follows:
  - a. Comply with the requirements of Chapter 17.10 of the Washington Terrace Municipal Code.

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- b. Conform to the approved Plat for the Subdivision attached in Exhibit "D" incorporated herein by this reference.
    - c. Comply with the requirements of the City Engineer.
    - d. Conform to the Final Approval granted by the Planning Commission and City Council as set forth in the minutes.
  - e. Submit for review and approval by the City Attorney the Covenants, Conditions & Restriction (CC&Rs) and Home Owners' Association (HOA) documents for the Subdivision.
- 
7. **Dedication.** The Developer will dedicate to the City or other applicable agency as designated by the City the Improvements listed on Exhibit "B" attached hereto and incorporated herein by this reference pursuant to the procedure described below. The Developer shall also dedicate to the City any adequate secondary water in the form of bona fide water rights/shares as may required for an approved secondary imitation system.
  8. **Inclusion and/or Annexation.** The Developer, each subsequent purchaser, prospective purchaser, transferee, assignee, heir, or any other type of owner (collectively the "Owners") of any or all lot or lots (collectively the "Lots") hereby consents and agrees not to contest, protect, or object to inclusion and/or annexation into any special assessment area, special district, or similar entity as determined or directed by the City. Owners in the Subdivision hereby and forever acknowledge and accept that such are subject to taxes, assessments, and monthly user fees as imposed by any special assessment area, special district, or similar entity.
  9. **Home Owner Association.** The Developer, each subsequent purchaser, prospective purchaser, transferee, assignee, heir, or any other type of owner (collectively the "Owners") of any or all lot or lots (collectively the "Lots") hereby forever acknowledge and consent to being governed by a Home Owner or Home Owners' Association ("HOA") as set forth in such documents and bylaw created for the same and forever hold the City harmless for the same.

**CITY'S OBLIGATIONS**

10. **Plat Approval.** The City will grant Final Subdivision Plat ("Plat") approved for the Plat that is substantially similar to the Plat attached in Exhibit "D" and incorporated herein. Approval of the Plat and this Subdivision is subject to the applicable state laws and local ordinances in effect at the time of Plat approval.
11. **Access and Improvements.** The Developer, each subsequent purchaser, prospective purchaser, transferee, assignee, heir, or any other type of owner (collectively the "Owners") of any or all lot or lots (collectively the "Lots") hereby acknowledges consents

that the City is granted an easement over all storm water and drain facilities, and such easement includes all rights to access at any time for inspection of any storm water and drain facilities in accordance with any regulation imposed by the federal or state governments and as otherwise provided in this Paragraph. In the event that the storm water facilities are not adequately maintained, operated, or controlled by the HOA then all storm water and drain facilities may be assumed and maintained by the City at the expense of each owner or an assessment area, special district, or similar entity may be established for the same at the sole discretion of the City. The City may also inspect and maintain any other public improvements and gain access for the same on any private property to adequately ensure the use, operation, repair, replacement, and maintenance of any public improvement.

12. **Inspection and Certification.** The City will inspect the Improvements as they are being constructed and, if acceptable to the City Engineer, certify such improvement as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur within a reasonable time of notice by the Developer that he desires to have the City inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the City valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the City Engineer does not constitute a waiver by the City of the right to draw funds under the Financial Guarantee on account of defects in or failure of any improvement that is detected or which occurs following such certification.
13. **Notice of Defect.** The City will provide timely notice to the Developer whenever inspection reveals that an Improvement does not conform or is defective to the standards and specifications or the approved Subdivision improvement drawings on file with the City or City Engineer. The Developer will have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City may not declare a default under this Agreement during the thirty (30) day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no right to cure defects in or failure of any improvement found to exist or occurring after the City accepts dedication of the Improvement(s).
14. **Acceptance of Dedication.** The City or other applicable agency will accept the dedication of any validly certified Improvement within thirty (30) days of the Developer's offer to dedicate the Improvement. The City's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the City showing that the Developer owns the Improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the City in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the City of the right to

draw funds under the Financial Guarantee on account of any defect in or failure of the Improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the City in no more than one (1) dedication per month.

15. **Reduction of Security.** After the acceptance of any Improvement, the amount which the City is entitled to draw on the Financial Guarantee may be reduced by an amount equal to ninety (90) percent of the estimated cost of the Improvement as shown on Exhibit "B". At the request of the Developer, the City will execute a Certificate of Release verifying the acceptance of the Improvement and waiving its right to draw on the Financial Guarantee to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the credit will be available to the City for 90 days after expiration of the Warranty Period.
16. **Use of Proceeds.** The City will use funds drawn under the Financial Guarantee only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

#### OTHER PROVISIONS

17. **Events of Default.** The following conditions, occurrences, or actions will constitute a default by the Developer during the Construction Period:
  - a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;
  - b. Developer's failure to complete construction of the Improvements within two years of final subdivision plat approval;
  - c. Developer's failure to cure defective construction of any Improvement within applicable cure period;
  - d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; or
  - e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The City may not declare a default until written notice has been given to the Developer.
18. **Measure of Damages.** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For Improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion. However, neither that amount or the amount of the Financial Guarantee establishes the maximum amount of the Developer's liability. The City will be entitled to complete all unfinished Improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether Development ever commenced.

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19. **City's Rights Upon Default.** When any event of default occurs, the City may draw on the Financial Guarantee to the extent of the face amount of the credit less ninety (90) percent of the estimated cost (as shown on Exhibit "B") of all Improvements theretofore accepted by the City. The City will have the right to complete Improvements itself or contract with a third party for completion, and the Developer hereby grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the City may assign the proceeds of the Financial Guarantee to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure, or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished Improvements. In addition, the City also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the City or until the Improvements are completed and by the City. These remedies are cumulative in nature except that during the Warranty Period, the City's only remedy will be to draw funds under the Financial Guarantee. The City may file a Certificate of non-compliance on the Subdivision with applicable fines set forth in code, or pursue other remedies at law or equity.
20. **Indemnification and Improvements.** The Developer and Owners of any or all Lots in the Subdivision in the hereby expressly agree to forever indemnify and hold the City harmless from and against all claims, costs, and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. Such Owners further forever agree to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work or any Improvements pursuant to this Agreement or development, maintenance, and operation of the Subdivision. The Owners of any or all Lots in the Subdivision in the hereby expressly acknowledge that the Secondary Water System (the "System") as provided in the Improvements is supplied by a third party irrigation company and is subject to drought, rationing, regulations, and strict conservation measures and agree to conform to such. Also, said System may contain mollusks, crustaceans, moss, algae, debris, or foreign objects that require Owners to provide continuous maintenance and upkeep, winterization measures, and specialized operation or handling.
21. **Employment.** The Developer is not an agent or employee of the City.
22. **No Waiver.** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

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23. **Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the City and by the Developer, or authorized agent. Such amendment or modification will be properly notarized before it may be effective.
- ~~24. **Attorney's Fees.** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.~~
25. **Vested Rights.** The City does not warrant by this Agreement that the Developer is or is not entitled to any other approval(s), permits, or licenses required by the City or has vested right to such, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
26. **Third Party Rights.** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the City does not exercise its rights within sixty (60) days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the City to exercise its rights.
27. **Scope.** This Agreement constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.
28. **Time.** For the purpose of computing the Commencement Period, Abandonment, and Completion Periods, and time periods for City action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or City from performing his/its obligations under the Agreement.
29. **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
30. **Benefits.** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonable withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also bind the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will release the Developer's Financial Guarantee if it accepts new security from another developer or

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lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from this liability under this Agreement.

31. **Notice.** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:
  - a. Developer: \_\_\_\_\_
  - b. City: 5249 South 400 East, Washington Terrace, UT 84405.
32. **Recordation.** Either Developer or City may record a copy of this Agreement at any time in the Recorder's Office of Weber County, Utah.
33. **Immunity.** Nothing contained in this Agreement constitutes a waiver of any of the City's immunity under any applicable state law or otherwise.
34. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or Financial Guarantee will be deemed proper only if such action is commenced in Second District Court of and for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

FOR DEVELOPER:

Russell P. Langford  
 \_\_\_\_\_  
 RUSSELL P. LANGFORD, Developer,  
 Managing Member

7-5-2018  
 \_\_\_\_\_  
 Date

CORPORATE ACKNOWLEDGMENT

State of Utah )

ss:

County of Weber )

On the 5 day of July 2018, personally appeared before me RUSSELL P. LANGFORD, Managing Member, of the Russell P Langford Limited, and Russell P. Langford and Sons Limited, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

Sharee Hancock  
 \_\_\_\_\_  
 Notary Public





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CITY OF WASHINGTON TERRACE:

Mark Allen 7-16-18  
Mayor Date

ATTEST:

Amy Rodriguez  
City Recorder

APPROVED AS TO FORM:

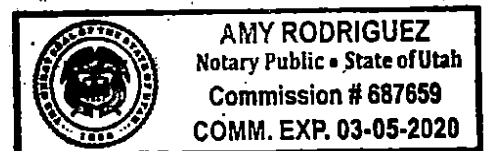
[Signature]  
City Attorney

ACKNOWLEDGMENT

State of Utah )  
ss:  
County of Weber )

On the 16 day of July, 2018, personally appeared before me MARK ALLEN duly sworn, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

Amy Rodriguez  
Notary Public



SCHEDULE OF EXHIBITS

- Exhibit A: Property Description to Be Subdivided
- Exhibit B: Required On-site and Off-site Subdivision Improvements
- Exhibit C: Financial Guarantee
- Exhibit D: Approved Final Subdivision Plat



5249 South Southpointe Dr.  
801-395-8280

May 31, 2018

City of Washington Terrace  
5249 South 400 East  
Washington Terrace, UT 84405  
Attn: Jeff Monroe, Planning Dir.  
Ph: (801) 395.8288

Mountain View Title & Escrow, INC  
7101 S Highland Drive  
Attn: Krystle Farris, Escrow Assistant  
Ph. (801) 479.1191

Russell Langford  
333 West 5650 South  
Washington Terrace, UT 84405  
Ph. (801) 644.9831

#### "ESCROW AGREEMENT"

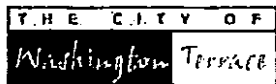
This Agreement, is by and among City of Washington Terrace (the "Company"), Russell Langford, (the "Developer") and Mountain View Title & Escrow (the "Bank") relating to the construction of the Subdivision and related utilities, for 4950 South 300 West Development and Langford Subdivision improvements (the "Improvements") on 'Developer's' development known as Langford Subdivision located in Washington Terrace, Utah 84405.

Whereas, the parties hereto hereby appoint the 'Bank' as Escrow Agent and it shall hold, in a separate escrow account or loan, the sum of at least \$264,863.01 (hereinafter, the "Escrow Account" ), of which (i) \$264,863.01 consists of the estimated cost of the Improvements, amount and (ii) \$24,863.01 consists of a 10% warranty contingency amount.

Whereas, the 'Bank' shall release funds from the Escrow Account as the 'Improvements' are completed and approved by the 'Company'. When a portion of the 'Improvements' are completed and approved by the 'Company', the 'Bank' shall pay the subcontractors who performed such work. The 'Improvements' will not be deemed complete until the 'Improvements' have been inspected and approved by the 'Company'.

Upon final completion of the 'Improvements', the 'Bank' may release all of the Escrow Account, minus 10%, which shall remain in Escrow for a period of one year after completion of the Improvements. Upon expiration of such one year warranty period, the 'Bank' shall release the remaining Escrow Account to the 'Developer' so long as the 'Improvements' remain in good repair.

Whereas, notwithstanding the provisions of this paragraph for the amount of the escrow account shall not be reduced to less than 10% of the total amount escrowed until certification to the 'Bank' by the 'Company' of the completion of the warranty period. The 'Bank' may not reduce the amount in escrow or make any payments there from to the 'Developer' without first receiving written consent of the 'Company'.



5249 South Southpointe Dr.  
801-395-8280

May 31, 2018

City of Washington Terrace  
5249 South 400 East  
Washington Terrace, UT 84405  
Attn: Jeff Monroe, Planning Dir.  
Ph: (801) 395.8288

Mountain View Title & Escrow, INC  
7101 S Highland Drive  
Attn: Krystle Farris, Escrow Assistant  
Ph. (801) 479.1191

Russell Langford  
333 West 5650 South  
Washington Terrace, UT 84405  
Ph. (801) 644.9831

#### "ESCROW AGREEMENT"

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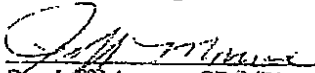
Whereas, in the event the 'Improvements' are not completed by the 'Developer' within one year from the date the 'Developer' commences construction of the 'Improvements', the 'Company' may make demand upon the Escrow Account, for any portion of the remaining work necessary to complete the 'Improvements'.

This agreement, shall not only be binding upon the parties hereto, but also their respective heirs, executors, administrators, successors and assigns.

Now, Therefore, the 'Bank' will only release funds from the Escrow Account upon written consent of the 'Company' as provided in this Agreement and 'Developer' will hold the 'Bank' harmless for releasing funds from the Escrow Account pursuant to the 'Company's' directions and this Agreement.

THE COMPANY:

City of Washington Terrace



By: Jeff Monroe, CBO/Planning Dir.

THE BANK, ESCROW AGENT:

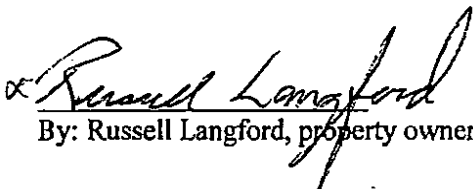
Mountain View Title & Escrow, INC



By: Krystle Farris, Escrow Assistant

THE DEVELOPER:

Langford Subdivision



By: Russell Langford, property owner/Developer

**LANGFORD SUBDIVISION****ENGINEER'S ESTIMATE**

DATE: MAY 15, 2018

WORK ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TASK PRICE
<b>I. STREET IMPROVEMENTS - ON-SITE</b>					
1	MOBILIZATION, CLEARING & SITE PREPARATION	LS	1	\$2,000.00 /LS	2,000.00
2	SAWCUT - 300 WEST; LOTS 7/8	LF	172	\$6.50 /LF	1,118.00
3	8" SCARIFY - SUBGRADE PREP & COMPACT TO 95%	SF	26,043	\$0.20 /SF	5,208.60
4	MIRAFI FABRIC UNDER ROAD BASE (MIRAFI 600-X OR EQUIVALENT)	SY	0	\$1.31 /SY	0.00
5	8" UNTREATED BASE COURSE (3/4" - 1-1/2") - IN-PLACE	SF	22,741	\$0.75 /SF	17,055.75
6	3" ASPHALT - IN-PLACE	SF	22,741	\$1.35 /SF	30,700.35
7	SEAL COAT	SY	2,527	\$1.60 /SY	4,043.20
8	INSTALL ADA RAMP	EA	2	\$800.00 /EA	1,600.00
9	INSTALL 30-INCH CITY-STD. CURB & GUTTER, W/UNDERLYING BASE, COMPLETE	LF	1,111	\$17.00 /LF	18,887.00
10	INSTALL CITY-STD. 4-FOOT SIDEWALK, 4" THICK, W/BASEROCK, COMPLETE	SF	4,444	\$4.20 /SF	18,664.80
11	STREET MONUMENTS	EA	2	\$500.00 /EA	1,000.00
12	STREET SIGN/STOP SIGN	EA	1	\$250.00 /EA	250.00
13	STREETLIGHTS	EA	1	\$3,800.00 /EA	3,800.00
14	EARTHWORK (APPROX.) - IN PLACE	CY	1,500	\$3.00 /CY	4,500.00
15	TRENCH RESTORATION FOR 300 WEST UTILITY CROSSINGS (APPROX. 500 SF)	SF	500	\$10.00 /SF	5,000.00
16	CONSTRUCTION STAKING	LS	1	\$2,700.00 /LS	2,700.00
17	COMPACTION TESTING	LS	1	\$3,000.00 /LS	3,000.00
<b>SUBTOTAL:</b>					<b>119,527.70</b>
<b>II. STORM DRAINAGE IMPROVEMENTS</b>					
18	15-INCH RCP III STORM LINE, W/BEDDING/BACKFILL/COMPLETE	LF	21	\$30.00 /LF	630.00
19	6-INCH PVC STORM LINE, WITH FITTINGS, COMPLETE	LF	91	\$18.00 /LF	1,638.00
20	4-INCH CAST IRON PIPE THROUGH CURB, REPAIR SIDEWALK, COMPLETE	LF	12	\$70.00 /LF	840.00
21	INSTALL CITY-STD. CURB INLET	EA	1	\$2,200.00 /EA	2,200.00
22	CONSTRUCT DETENTION POND (230 CY), COMPLETE	LS	1	\$2,000.00 /LS	2,000.00
23	POND SEEDING, LANDSCAPING	LS	1	\$1,500.00 /EA	1,500.00
24	RIP RAP AT INLET/OUTLET	EA	1	\$700.00 /EA	700.00
25	FLUSH 4 & 6-INCH PIPING	LS	1	\$220.00 /EA	220.00
<b>SUBTOTAL:</b>					<b>9,728.00</b>
<b>III. CULINARY WATER IMPROVEMENTS</b>					
26	CONNECT TO EX. 8-INCH WATER MAIN, PROVIDE VALVE	LS	1	\$2,200.00 /LS	2,200.00
27	INSTALL 8-INCH C-900 DR 14 WATER MAIN W/ALL FITTINGS, BACKFILL-COMPLETE	LF	530	\$21.00 /LF	11,130.00
28	FIRE LINE & HYDRANT, W/VALVE - COMPLETE	EA	2	\$4,927.00 /EA	9,854.00
29	WATER - INSTALL 1" WATER SERVICE W/ WATER METER & BOX, COMPLETE	EA	15	\$1,200.00 /EA	18,000.00
30	THRUST BLOCKING	LS	1	\$750.00 /LS	750.00
31	RAISE VALVE BOX TO GRADE WITH CONCRETE COLLAR	EA	3	\$275.00 /EA	825.00
32	TEMPORARY PLUGS AND TESTING	LS	1	\$1,000.00 /LS	1,000.00
<b>SUBTOTAL:</b>					<b>43,759.00</b>

<b>IV. SEWER IMPROVEMENTS</b>						
33	CONNECT TO EXISTING SEWER MANHOLE	LS	1	\$1,500.00	/LS	1,500.00
34	8" SEWER MAIN - PVC SDR 35, W/BEDDING/BACKFILL/COMPLETE	LF	488	\$28.00	/LF	13,664.00
35	INSTALL 4-FOOT DIA. MANHOLE	EA	3	\$2,700.00	/EA	8,100.00
36	SEWER - INSTALL LATERALS FOR LOTS	EA	15	\$1,100.00	/EA	16,500.00
37	SEWER - RAISE MANHOLE TO GRADE / PROVIDE CONCRETE COLLAR	EA	3	\$400.00	/EA	1,200.00
38	TESTING, CLEANING, VIDEO INSPECT	LS	1	\$1,250.00	/LS	1,250.00
<b>SUBTOTAL:</b>						<b>42,214.00</b>
<b>V. SECONDARY WATER / IRRIGATION IMPROVEMENTS</b>						
39	CONNECT TO EXISTING PI LINE, PROVIDE VALVE	LS	1	\$2,000.00	/LS	2,000.00
40	INSTALL 6-INCH C-900 DR 18 SEC. WATER MAIN W/ALL FITTINGS, BACKFILL-COMPL	LF	555	\$16.67	/LS	9,251.85
41	DOUBLE SEC. WATER SERVICE, WITH VALVE & BOX (NO METER), COMPLETE	EA	7	\$925.00	/EA	6,475.00
42	SINGLE SEC. WATER SERVICE, WITH VALVE & BOX (NO METER), COMPLETE	EA	2	\$750.00	/EA	1,500.00
43	2" BLOWOFF & BOX, COMPLETE	LS	1	\$1,500.00	/LS	1,500.00
44	RAISE VALVE TO GRADE AND PROVIDE CONCRETE COLLAR	EA	1	\$300.00	/EA	300.00
45	THRUST BLOCKING	LS	1	\$500.00	/LS	500.00
46	TEMPORARY PLUGS AND TESTING	LS	1	\$1,100.00	/LS	1,100.00
<b>SUBTOTAL:</b>						<b>22,626.85</b>
<b>VI. SWPPP</b>						
47	SILT FENCE OR BERMING	LF	652	\$2.00	/LF	1,304.00
48	CONCRETE WASHOUT	LS	1	\$500.00	/LS	500.00
49	STABILIZED ENTRANCE	LS	1	\$1,000.00	/LS	1,000.00
50	INLET PROTECTION	EA	1	\$125.00	/EA	125.00
<b>SUBTOTAL:</b>						<b>2,929.00</b>
<b>SUMMARY:</b>						
STREET IMPROVEMENTS						119,527.70
STORM DRAINAGE IMPROVEMENTS						9,728.00
CULINARY WATER IMPROVEMENTS						43,759.00
SEWER SYSTEM IMPROVEMENTS						42,214.00
SECONDARY WATER IMPROVEMENTS						22,626.85
SWPPP						2,929.00
<b>SUBTOTAL: SITE IMPROVEMENTS:</b>						<b>240,784.55</b>
<b>10% CONTINGENCY</b>						<b>24,078.46</b>
<b>GRAND TOTAL:</b>						<b>264,863.01</b>