

## CENTERVILLE CITY IMPROVEMENTS AGREEMENT

E 3458400 B 7951 P 572-584  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/22/2022 09:59 AM  
FEE \$152.00 Pgs: 13  
DEP RT REC'D FOR SYMPHONY HOMES

(CASH BOND)

07-357-0101 → 0166 ①

THIS AGREEMENT is made by and between Summerhill Lane LLC (hereinafter the "Developer"), whose address is 111 S. Frontage Rd., Centerville, UT 84014, and **CENTERVILLE CITY**, a Utah municipal corporation, (hereinafter the "City"), whose address is 250 North Main Street, Centerville, Utah 84014.

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to conduct a development activity that creates additional demand and need for public improvements or facilities for that certain property located within the City, said subdivision and/or development activity to be known as Summerhill Lane located at approximately 2150 N. Main Street in the City; and

**WHEREAS**, as a condition precedent to approval of the subdivision or issuance of the permit for the development activity, the Developer shall promise to install and warrant the public improvements or facilities as herein described and shall provide sufficient assurance to guaranty the proper completion of such public improvements as more particularly provided herein.

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

1. **Installation of Improvements.** The Developer shall install all of the public improvements or facilities required by the City and specified in the bond estimate prepared by the City Engineer for Developer's project, (the "Engineer's Estimate") attached hereto as Exhibit "A," and incorporated herein by this reference, including landscaping and other project improvements for which bonding is required (hereinafter the "Improvements"), precisely as shown on the plans, drawings, and specifications previously reviewed and approved by the City in connection with the above described project and in accordance with the standards and specifications established by the City. Developer shall install the Improvements within eighteen (18) months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements. In addition to City Standards and Specifications, all pressure irrigation system and distribution line Improvements installed by Developer shall conform to the standards and meet the requirements of the Weber Basin Water Conservancy District, Deuel Creek Irrigation Company, or other applicable entity. In addition to City standards and specifications, all sanitary sewer design and installation shall be in accordance with the requirements of the South Davis Sewer Improvement District, or other applicable entity.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate and/or deed to the City the areas shown on the approved subdivision plat, or approved site plan, as public streets and/or easements, provided however, that Developer shall hold harmless and indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys' fees and mechanics' liens, which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following completion and final inspection of all Improvements and acceptance thereof by the City.

3. **Cash Deposit.** The Developer has executed and delivered to the City cash or a cashier's check in the total amount of \$ 2,634,194.40 for deposit with the City in its accounts (the "Cash Deposit"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with twenty percent (20%) of such costs to cover contingencies and to secure the warranty set forth in this Agreement. Interest shall be paid on the existing Cash

Deposit amounts at such rate of interest as is actually earned on such amounts by the City, if any; provided, interest shall not be due or paid by the City during any period of default or delinquency under the terms of this Agreement. Interest earned may be retained by the City during any periods of default or delinquency as a penalty, in addition to all other rights and remedies provided herein for default, and not as liquidated damages. The City may withdraw funds from the Cash Deposit as provided in Paragraph 7.

**4. Progress Releases.** The total amount of the Cash Deposit may be partially reduced periodically as the construction of the Improvements progresses, as provided herein. The Developer shall be required to submit requests for release of the Cash Deposit in writing to the City Engineer. Upon request for release from the Developer, the City shall inspect the Improvements, determine if the completed Improvements comply with City standards and requirements, obtain any necessary documents and information regarding the same, and determine the estimated cost of the Improvements completed based on the Engineer's Estimate. If the Improvements have not been completed in accordance with applicable standards and requirements, the City shall provide notice, in writing, of the denial of the partial release of funds, and the grounds therefor. Except as provided herein, if the Improvements have been completed in accordance with applicable standards and requirements, the City may in writing authorize disbursement to the Developer from the Cash Deposit in the amount of the estimate for such Improvements. Developer shall acknowledge said release in writing. No release of funds from the Cash Deposit shall be permitted for any incomplete Improvements and no release of funds shall exceed the estimated cost of the Improvements completed. In no event shall Cash Deposit funds be released in an amount which reduces the remaining Cash Deposit to less than ten percent (10%) of the Engineer's Estimate of the costs of Improvements, which ten percent (10%) shall be retained or provided by other security acceptable to the City to ensure Developer's Warranty Period obligations as set forth in Paragraph 8, plus the estimated cost of slurry seal.

**5. Initial Release (Start of Warranty Period).** Upon final inspection and acceptance of all the Improvements by the City, the City may authorize in writing release of the balance of the Cash Deposit, except an amount equal to ten percent (10%) of the Engineer's Estimated of the cost of Improvements, which amount shall be retained or provided by other security acceptable to the City to ensure Developer's performance of all warranty obligations of this Agreement, plus the estimated cost of slurry seal. Developer shall request release of funds provided herein in writing to the City Engineer and shall acknowledge any such release in writing. The retained balance of the Cash Deposit may be withdrawn by the City in the event of default by the Developer in accordance with the provisions set forth in Paragraph 7 for withdrawal of funds. The release provided for in this Paragraph shall not occur until the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and have received final inspection and acceptance by the City, and after as-constructed drawings have been supplied to the City by the Developer.

**6. Final Release (End of Warranty Period).** Prior to or upon expiration of the Warranty Period, the City shall conduct a warranty inspection of all the Improvements and may authorize in writing final release of the balance of the Cash Deposit. Developer shall acknowledge said release in writing. The release provided for in this paragraph shall not occur until Developer has fully performed all of its obligations under the terms of this Agreement, including the warranty obligations set forth in Paragraph 8, and the City certifies that all of the Improvements have been properly maintained during the Warranty Period and are in compliance with all City standards and specifications and the terms of this Agreement.

**7. Withdrawal.** The City is authorized to withdraw funds from the Cash Deposit in accordance with the procedures set forth herein. The City may withdraw funds from the Cash Deposit if: (1) the Improvements are not completed as required by this Agreement within the required time frame; (2) the Improvements are not installed strictly in accordance with the terms of this Agreement; or (3) the Improvements are not maintained during the Warranty Period as required in this Agreement. Prior to withdrawal of funds, the City shall give written notice to the Developer of the deficiency and thirty (30) days from the date of the notice for Developer to remedy the deficiency. If the Developer fails to remedy the deficiency within thirty (30) days after the notice of deficiency is sent, then the City may withdraw funds from the Cash Deposit, including any accrued interest, in single or multiple withdrawals, those amounts necessary to either complete the Improvements as required herein or to alter or repair the

Improvements to conform to the requirements hereof, and any additional costs incurred by the City in obtaining the Cash Deposit funds, including, but not limited to, administrative, engineering, legal, labor and material costs. If the City is required to draw on the Cash Deposit, a minimum amount equal to fifteen percent (15%) of the actual costs of such Improvements, shall be retained by the City as payment for its administrative costs expended in withdrawing funds from the Cash Deposit. Any funds not expended in connection with the completion or warranty of any specific Improvements by the City or required for the fifteen percent (15%) administration fee, may be refunded to Developer in accordance with the release and warranty provisions set forth herein upon completion or repair and final approval of such Improvements.

**8. Warranty.** The Developer hereby warrants that the materials and workmanship of the Improvements installed, and every part thereof, together with the surface of the land and any improvements thereon restored by the Developer, comport with the City Ordinances and Standards and Specifications and will not fail in any material respect within the required warranty period as more particularly set forth herein. The warranty period shall commence upon the date that all Improvements required by the City to be installed within the subdivision or development have been completed to the satisfaction of the City, a final inspection of the Improvements has been made, and the City has accepted the Improvements ("Final Acceptance"). The warranty period ("Warranty Period") shall commence on the date of Final Acceptance and shall continue:

- for a period of one year; or
- for a period of two years if the City determines for good cause that a lesser period would be inadequate to protect the public health, safety, and welfare; and the City has substantial evidence of: (1) prior poor performance of the applicant; (2) unstable soil conditions within the subdivision or development area; or (3) extreme fluctuations in climatic conditions that would render impracticable the discovery of substandard or defective performance within a one-year period.

During the Warranty Period, the Developer shall promptly make all repairs, corrections, and/or replacements with respect to the Improvements for all defects in workmanship, materials, and equipment, or failure of the Improvements to comport with City Ordinances and Standards and Specifications, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. The City may withdraw funds from the Cash Deposit in accordance with the procedures set forth herein to remedy any defects, or to make any corrections, replacements or repairs to such Improvements.

**9. Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Cash Deposit as herein provided, and any withdrawals therefrom by the City, shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required herein, and the right of the City to withdraw from the Cash Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein. Further, the Developer agrees that if the City withdraws from the Cash Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Cash Deposit shall be paid by the Developer, including administrative, engineering, legal, labor, materials, procurement and other fees and costs.

**10. Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement may be inspected at such times as the City reasonably requires and prior to closing any trench or excavation containing such Improvements. The City shall have a reasonable time of not less than twenty-four (24) hours after notice and request for

inspection in which to send its representatives to inspect the Improvements. Any required fees due and owing to the City shall be paid to the City by the Developer prior to such notice and request for inspection.

11. **Ownership.** All Improvements, except sewer, irrigation and landscaping improvements, shall become the property of the City upon final inspection, certification and acceptance of the Improvements by the City. Upon acceptance of the Improvements by the City, the Developer shall not have or advance any claim or right of ownership, possession, or control of the Improvements.

12. **As-Constructed Drawings.** The Developer, upon completion of the Improvements, shall furnish to the City one (1) set of reproducible (mylar) drawings showing the Improvements and any related structures or materials as such have actually been constructed by the Developer, including survey references and actual location of water and sewer laterals. The City shall not be obligated to release the Cash Deposit until the "as-constructed" drawings have been provided to the City.

13. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

14. **Other Bonds.** This Agreement and the Cash Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances of the City. The furnishing of security in compliance with the requirements of other jurisdictions shall not adversely affect the ability of the City to withdraw from the Cash Deposit as provided herein.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Binding Effect and Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, employees, agents, legal representatives, members, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.

17. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.

18. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

19. **Entire Agreement.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

20. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

21. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.


**22. Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

**23. Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

**24. Amendment.** Any amendment, modification, termination or rescission (other than by operation of law) of this Agreement shall be made in writing, signed by the parties, and attached hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 1<sup>st</sup> day of February, 2022.

**DEVELOPER**

Signature: 

By: Robert Miller  
Its: Manager

**ATTEST:**

Jennifer Hansen  
City Recorder

**CITY  
CENTERVILLE CITY**

By:   
Its: Mayor

**DEVELOPER'S ACKNOWLEDGMENT**

(Complete if Developer is an Individual)

STATE OF UTAH )

:ss.

COUNTY OF DAVIS )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the foregoing instrument who duly acknowledged that (s)he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

(Complete if Developer is a Corporation)

STATE OF UTAH )

:ss.

COUNTY OF DAVIS )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by a resolution of its Board of Directors) and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing at:

\_\_\_\_\_

\_\_\_\_\_

(Complete if Developer is a Partnership)

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

\_\_\_\_\_  
NOTARY PUBLIC

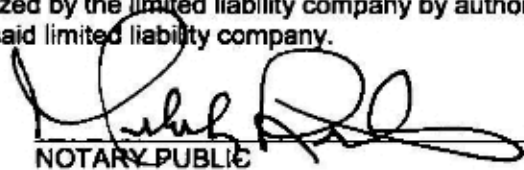
My Commission Expires:  
\_\_\_\_\_

Residing at:  
\_\_\_\_\_

(Complete if Developer is a Limited Liability Company)

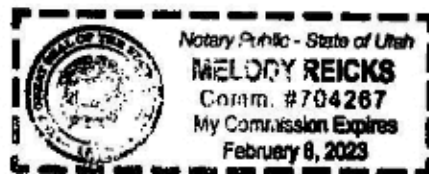
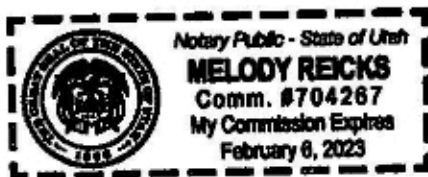
STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF DAVIS )

On the 21<sup>st</sup> day of January, 2022, personally appeared before me Robert Miller who being by me duly sworn, did say that (s)he is a Manager of Summerhill Care LLC, a limited liability company, and that the foregoing instrument was duly authorized by the limited liability company by authority of its operating agreement and signed in behalf of said limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
2/6/23

Residing at:  
Utah County



**CITY ACKNOWLEDGMENT**

STATE OF UTAH )

:ss.

COUNTY OF DAVIS )

On the 1<sup>st</sup> day of February, 2022, personally appeared before me Clark Wilkinson, who being by me duly sworn, did say that (s)he is the Mayor of Centerville City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

Jennifer Hansen  
NOTARY PUBLIC


My Commission Expires:  
May 27, 2025

Residing at:  
Davis County





**EXHIBIT "A"**  
**ENGINEER'S ESTIMATE**

	<b>ESI Engineering, Inc.</b> 3500 South Main, Suite 206 Salt Lake City, Utah Phone (801) 263-1752 Fax (801) 263-1780	Project:	Summerhill Lane	Sheet No.	1 of 3
		Owner:	Subdivision Centerville City	Estimated by:	BWN Date: 1/4/22
<b>Consulting Engineers &amp; Land Surveyors</b>		Checked by:	KLC Date: 1/4/22		
<b>FINAL - BOND ESTIMATE AND FEE SCHEDULE</b>					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
<b>STREET CONSTRUCTION (A)</b>					
1	Asphalt UDOT state spec mix for Main St.	60	TN	\$150.00	\$9,000.00
2	Asphalt PG 58-28, DM 1/2, 50 Blow, 15% max RAP	2,000	TN	\$75.00	\$150,000.00
3	Slurry Seal	11,400	SY	\$2.00	\$22,800.00
4	Curb and gutter	6,180	LF	\$21.00	\$129,360.00
5	Sidewalk and ped ramps	24,404	SF	\$7.00	\$170,828.00
6	Concrete manhole collar	46	SF	\$450.00	\$20,700.00
7	Concrete valve collar	30	SF	\$400.00	\$12,000.00
8	Import untreated base course	5,800	TN	\$18.50	\$103,600.00
9	Import granular borrow	7,000	TN	\$14.00	\$98,000.00
	<b>Subtotal A (Items 1-9)</b>				<b>\$716,288.00</b>
<b>IRRIGATION (B)</b>					
10	8" PVC	2,280	LF	\$40.00	\$91,200.00
11	6" PVC	820	LF	\$27.00	\$24,840.00
12	Tapping tees	1	EA	\$800.00	\$800.00
13	8" 45° bend with thrust block	3	EA	\$950.00	\$2,850.00
14	6" 22.5° bend with thrust block	5	EA	\$950.00	\$4,750.00
15	8" 11.25° bend with thrust block	3	EA	\$950.00	\$2,850.00
16	6" 45° bend with thrust block	1	EA	\$850.00	\$850.00
17	6" 22.5° bend with thrust block	2	EA	\$850.00	\$1,700.00
18	6" 11.25° bend with thrust block	1	EA	\$850.00	\$850.00
19	6" tie-in sleeve	2	EA	\$1,500.00	\$3,000.00
20	8" gate valve and valve box	3	EA	\$1,700.00	\$5,100.00
21	6" gate valve and valve box	5	EA	\$1,500.00	\$7,500.00
22	8" x 8" x 6" tee with thrust block	4	EA	\$950.00	\$3,800.00
23	8" x 8" x 8" tee with thrust block	1	EA	\$950.00	\$950.00
24	6" x 3/4" saddle	10	EA	\$450.00	\$4,500.00
25	8" x 1" saddle	27	EA	\$450.00	\$12,150.00
26	3/4" poly water service	350	LF	\$30.00	\$10,500.00

FINAL - BOND ESTIMATE AND FEE SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
27	1" poly water service	990	LF	\$30.00	\$29,700.00
28	Single Meter, box, and connection	10	EA	\$1,000.00	\$10,000.00
29	Double Meter, boxes, and connections	27	EA	\$1,200.00	\$32,400.00
30	Import sand bedding	2,199	TN	\$10.25	\$22,539.75
<b>Subtotal B (Items 10-30)</b>					<b>\$272,829.75</b>
STORM DRAIN (C)					
31	36" RCP elliptical	96	LF	\$40.00	\$3,840.00
32	24" RCP	200	LF	\$35.00	\$7,000.00
33	18" RCP	996	LF	\$30.00	\$29,880.00
34	15" RCP	85	LF	\$30.00	\$2,550.00
35	12" RCP	693	LF	\$28.00	\$19,404.00
36	24" ADS	40	LF	\$32.00	\$1,280.00
37	15" ADS	595	LF	\$30.00	\$17,850.00
38	12" ADS	4,000	LF	\$28.00	\$112,000.00
39	Inlet box	5	EA	\$2,500.00	\$12,500.00
40	Combo box	5	EA	\$5,000.00	\$25,000.00
41	Yard box	63	EA	\$1,200.00	\$75,600.00
42	Manhole	10	EA	\$3,000.00	\$30,000.00
43	Flared end	4	EA	\$500.00	\$2,000.00
44	Oil Water separator	1	Lump Sum	\$5,000.00	\$5,000.00
45	Detention Facility	1	Lump Sum	\$5,000.00	\$5,000.00
46	Drainage Fabric	27,000	SF	\$1.00	\$27,000.00
47	Import gravel backfill	1,100	TN	\$21.00	\$23,100.00
48	Import granular backfill	2,000	TN	\$10.25	\$20,500.00
<b>Subtotal C (Items 31-48)</b>					<b>\$419,504.00</b>
LAND DRAIN (D)					
49	8" PVC perforated	2,570	LF	\$30.00	\$77,100.00
50	4" PVC	2,360	LF	\$18.00	\$42,840.00
51	8" X 4" tee at main line or tie-in to manhole	62	EA	\$200.00	\$12,400.00
52	4" X 4" wye and clean-out at back of sidewalk	62	EA	\$100.00	\$6,200.00
53	Manhole	15	EA	\$3,000.00	\$45,000.00
54	Flared end	1	EA	\$500.00	\$500.00

FINAL - BOND ESTIMATE AND FEE SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
55	Drainage Fabric	35,220	SF	\$0.50	\$17,610.00
56	Import gravel backfill	2,968	TN	\$21.00	\$62,328.00
57	Import granular backfill	6,159	TN	\$9.75	\$60,050.25
	<b>Subtotal D (Items 49-57)</b>				<b>\$324,028.25</b>
SANITARY SEWER (E)					
58	8" PVC sewer main	2,828	LF	\$29.00	\$82,012.00
59	4" PVC sewer lateral	2,630	LF	\$20.00	\$50,600.00
60	8" X 4" tee at main line or tie-in to manhole	63	EA	\$200.00	\$12,600.00
61	Sewer manhole	15	EA	\$3,500.00	\$52,500.00
62	Tie-in to existing and testing	1	Lump Sum	\$15,000.00	\$15,000.00
63	Import gravel backfill	3,300	TN	\$21.00	\$69,300.00
64	Import granular backfill	12,000	TN	\$9.75	\$117,000.00
	<b>Subtotal E (Items 58-64)</b>				<b>\$399,012.00</b>
MISCELLANEOUS ITEMS (F)					
65	Street Lights	10	EA	\$6,000.00	\$60,000.00
66	Survey Monuments	7	EA	\$500.00	\$3,500.00
	<b>Subtotal F (Item 65-66)</b>				<b>\$63,500.00</b>
	<b>Subtotal A-F (Items 1-66)</b>				<b>\$2,195,162.00</b>
67	Contingency	20%			\$439,032.40
	<b>Total Bond Estimate (Items 1-67)</b>				<b>\$2,634,194.40</b>
FEES					
68	Inspection Fees	2.05%		\$2,634,194.40	\$54,000.89
69	Storm Drain Impact Fee	17.58	AC	\$3,911.00	\$68,755.38
70	Video inspections of storm drains	6,865	LF	\$1.50	\$9,997.50
72	3/4" Water Development Fee Credit	3	EA	-\$2,026.00	-\$6,078.00
72	3/4" Water Development Fee (Total 3/4" Fee = \$2,026.00. Developer required to pay 50% up front and 50% at building permit)	63	EA	\$1,013.00	\$63,819.00
73	Culinary Waterline Construction Fee (see separate estimate for itemized schedule)				\$530,895.72
	<b>TOTAL FEES</b>				<b>\$721,390.59</b>

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.

**LEGAL DESCRIPTION  
PREPARED FOR  
SUMMERHILL LANE  
CENTERVILLE CITY, DAVIS COUNTY, STATE OF UTAH**  
(Revised: October 22, 2021)  
19-0378

**17.58 ACRE OVERALL DESCRIPTION (AFTER UDOT TAKE)**

A tract of land situate in the Southwest Quarter of Section 31, Township 3 North, Range 1 East, Salt Lake Base & Meridian, comprised of all of six (6) parcels identified by Davis County Tax ID Numbers 07-072-0034, 07-072-0132, 07-072-0160, 07-072-0161, 07-072-0188, 07-072-0189 and a part of 07-072-0175, located in Centerville City, Davis County, Utah, being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Main Street (SR-106) as established by UDOT Project No. S-0116(1), located S01°03'04"E 412.51 feet along the Section line and S88°56'56"W 147.88 feet from the Center 1/4 Corner of Section 31, T3N, R1E, SLB&M (Basis of Bearing: N0°15'20"E along the 1/4 Section line between the Center 1/4 Corner and the North 1/4 Corner of Section 31, T3N, R1E, SLB&M); thence southerly along said right-of-way line the following two (2) courses: (1) S12°38'06"E 12.55 feet; thence (2) along the arc of a non-tangent curve to the left having a radius of 5,762.65 feet (radius bears: N77°21'22"E) a distance of 437.49 feet through a central angle of 04°20'59" Chord: S14°49'07"E 437.39 feet; thence to and along the northerly line of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 338654 in Book 7770 at Page 390, N89°45'38"W 750.06 feet to the easterly line of that Real Property identified by Davis County Tax ID No. 07-072-0195, the boundary of which was determined by Survey No. 5493 on file in the Office of the Davis County Surveyor; thence along said boundary N01°02'54"E 47.91 feet; thence N89°42'24"W 358.00 feet to the westerly line of said as-surveyed boundary; thence along said as-surveyed boundary the following two (2) courses: (1) N09°48'11"W 71.09 feet; thence (2) N89°42'24"W 55.68 feet to an easterly line of LEXINGTON PARK SUBDIVISION PHASE 4, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 1649844 in Book 2776 at Page 547; thence along said plat the following five (5) courses: (1) N12°28'19"W 34.03 feet; thence (2) S77°31'41"W 100.00 feet; thence (3) S45°52'13"W 70.49 feet; thence (4) S77°31'41"W 105.00 feet; thence (5) S12°28'16"E 161.93 feet to the northerly line of LEXINGTON PARK SUBDIVISION PHASE 3, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 1490619 in Book 2454 at Page 223; thence along said plat the following two (2) courses: (1) N89°32'27"W 392.27 feet; thence (2) N89°51'45"W 402.23 feet to the southeasterly corner of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 3396335 in Book 7793 at Page 1778; thence along said deed N01°48'53"E 432.14 feet to a south boundary line as determined by a Boundary Line Agreement recorded in the Office of the Davis County Recorder as Entry No. 3399145 in Book 7800 at Page 342; thence along said boundary line agreement S89°46'49"E 392.09 feet to a southwesterly corner of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 1347577 in Book 2176 at Page 915; thence along said deed the following two (2) courses: (1) S89°51'23"E 497.27 feet; thence (2) N12°59'38"W 1.00 feet to a point on the northerly line of that Real Property as described by Warranty Deed recorded in the office of the Davis County Recorder as Entry No. 3339248 in Book 7681 at Page 363; thence along said deed S89°45'54"E 723.67 feet to a westerly line of CUTLER SUBDIVISION PHASE 5, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 2571788 in Book 5165 at Page 1697; thence along said plat the following four (4) courses: (1) S00°01'43"W 2.88 feet; thence (2) N89°14'56"E 192.21 feet; thence (3) N00°45'01"W 100.54 feet; thence (4) N89°15'01"E 21.25 feet to the westerly corner of that Real Property as described by an Affidavit to Correct recorded in the office of the Davis County Recorder as Entry No. 3308781 in Book 7625 at Page 2929; thence along said deed S89°36'24"E 239.38 feet to the point of beginning.

Contains: 17.58 acres+/-

(Coordinates in description are based on the Davis County Coordinate System, rotate bearings clockwise 0°19'27" for the equivalent NAD 83 bearings.)