

Springville City Corporation
50 South Main
Springville, Utah 84663

ENT 63345:2006 PG 1 of 21
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 May 23 8:58 am FEE 0.00 BY STL
RECORDED FOR SPRINGVILLE CITY CORPORATIO

**RESIDENTIAL DEVELOPMENT AGREEMENT
SPRINGBROOK VILLAS CONDOMINIUMS**

This **RESIDENTIAL DEVELOPMENT AGREEMENT** is entered into as of the 1st day of May, 2006 by and between Springbrook Villas, LLC., a Utah limited liability company (hereinafter referred to as "Developer") located at 1405 West 9000 South #346, West Jordan, Utah 84088, as Developer of certain real property located in Springville, Utah and more particularly described on Exhibit "A" attached hereto and by reference incorporated herein, on which Developer proposes the development of residential homes entitled Springbrook Villas Condominiums (hereinafter referred to as the "Project"), and **SPRINGVILLE CITY**, a municipality of the State of Utah (hereinafter referred to as "City") located at 50 South Main, Springville, Utah 84663.

RECITALS

A. Developer owns real property located in Springville City, Utah County, Utah, located at approximately 550 West 400 South, established by the Plat plan in Exhibit "A" that is attached and incorporated by reference ("the Property").

B. 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 and development regulations, as more fully set forth below. The Project, as currently anticipated, consists of two phases in the form, design, and plan set forth on the approved preliminary plat attached as Exhibit "B" hereto. The City has issued to Developer final plat approval for Plats A & B of the Project and a copy of the final subdivision plats for both phase are attached hereto as Exhibit "C."

C. The City, acting pursuant to its authority under Utah Code Annotated, §10-9-101, *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.

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

TERMS

1. **Definitions.**

When used in this Agreement, each term shall have the meaning set forth below or elsewhere in this Agreement unless such meaning is clearly precluded by the context in which the term is used.

- (a) "City" means Springville City, a municipality and political subdivision of the State of Utah.
- (b) "Developer" means Springbrook Villas, LLC, and/or, as applicable, his successors and assigns.
- (c) "Property" means the real property described in Exhibit "A" that is incorporated by reference.
- (d) "Existing Land Use Regulations" means those Land Use Regulations in effect as of the date of this Agreement, including any modifications that are approved pursuant to the terms of this Agreement as set forth herein.
- (e) "Land Use Regulations" means those laws, statutes, ordinances, resolutions, codes, rules, regulations, official policies and actions of the City, including approvals and permits of every kind and character, 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. The term "Land Use Regulations" does not include regulations relating to the conduct of businesses, professions and occupations generally, such as applications for business licensing, taxes and assessments other than development exactions, regulations for the control and abatement of nuisances, encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property, and any exercise of the power of eminent domain.

2. **Improvements**

This is a formal agreement between the Developer and the City for public facilities service to be provided to and within the Project (the "Improvements"). Developer understands, acknowledges and agrees that all public facilities including but not limited to water lines, sewer lines, electric lines, storm drain lines, roads, and other facilities necessary to service the Project must be installed at Developer's sole cost and expense before the City will provide service to the Project. Developer agrees to construct the required Improvements in accordance with Springville City Codes and the Springville City Standard Specifications and Drawings.

3. **Materials**

Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project as described herein, excluding primary power infrastructure. City will provide all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of primary power service.

4. **Commencement**

Developer will not commence the Improvements on the Project until all authority required by Springville City Code is received. Upon the City Council's final subdivision plat approval for a

phase of the Project and the City's approval of construction of the Improvements for such phase, Developer shall have one (1) year to complete Improvements for such approved phase. If the Improvements are not completed within such one (1) year periods, a public hearing will be scheduled and the City Council may declare the performance guarantee forfeited if the improvements or corrections are not complete.

5. **Inspections**

Developer is responsible to request all inspections necessary under the Springville City Code. Developer understands and agrees that failure to request a proper inspection may result in the removal of Improvements at the sole cost and expense of Developer. City shall perform inspections as soon as possible following the applicable request in accordance with its inspection policy.

6. **Ownership**

Developer shall retain ownership of Improvements constructed for the Project and shall remain solely responsible for all necessary maintenance, repairs and replacements of the Improvements prior to final approval of the work by the City. Upon completion of the required Improvements and after acceptance of the Improvements by the City, Developer shall assign and convey to the City all of Developer's right, title and interest in the Improvements, and Developer shall have no further interest in the Improvements. Developer shall be responsible to repair or replace defective or damaged Improvements during the guarantee period (as set forth in Section 8 below). Thereafter, the City shall be responsible to maintain, repair and replace the Improvements.

7. **Connecting to Improvements**

Developer agrees that connections to the Improvements that occur before: (1) The City accepts those Improvements and (2) Developer assigns and conveys such Improvements to the City, are made at the Developer's risk. The City shall not issue use and occupancy permits for residential units within the phase until such time as Developer assigns and/or conveys such Improvements to the City.

8. **Bonds**

Developer acknowledges and agrees that a bond is required for the Project. Developer will furnish to City a Performance Bond in an amount required by Springville City but not to exceed one hundred twenty five percent (125%) of the engineer's estimate price for faithful completion of the Improvements. The engineer's estimated price is attached as Exhibit "D". If the Project is developed in phases, the performance bond shall be furnished with respect to each plat in the amount for the Improvements in such plat at the time of recordation of each such plat. The Bond may be released with respect to each plat in accordance with current City policy with the exception of a durability retainage. A retainage of not less than ten percent

(10%) of the Bond shall be held to guarantee the durability of the Improvements in each plat for two (2) years after the acceptance by the City of the Improvements with respect to each plat.

9. **Reimbursable Improvements**

The City has not required Improvements on the Project which are larger than would be required to serve the Project only. Therefore, there are no reimbursable improvements.

10. **Line Extension**

The parties hereto acknowledge and agree that certain off-site extensions of utilities may be needed in order for the Development to proceed. Developer desires to commence the Project prior to the time City would otherwise install these improvements. Therefore, Developer agrees to install off-site extension of utilities at Developer's sole cost. Developer will dedicate these utilities to the City as part of the Project after they have been installed and inspected.

11. **Water Shares**

Developer agrees to provide City with one share of Springville Irrigation Company first class water right, or its equivalent, for each acre developed prior to recording of any plat. Developer shall tender to the City 12.51 shares or equivalent for Plat A and 10.43 shares or equivalent for Plat B of the Project. The total amount of water shares to be tendered with the development of the Project is 22.94 shares, or its equivalent.

12. **Electrical Extension Fees**

Developer agrees to pay an electrical extension fee as calculated by Springville City and attached as Exhibit "E."

13. **Impact Fees**

Developer acknowledges that the City is currently considering adoption of, or revision to, water, sewer, park, road, storm drain and public safety impact fees ("Impact Fees"). At the time that Developer obtains building permits for residential units within the Project, Developer agrees to pay any Impact Fees in accordance with then applicable City ordinances either by direct payment or by credit/offset for amounts otherwise reimbursable to Developer pursuant to Section 9 above.

14. **Recording Fees**

Developer agrees to pay recording fees of thirty dollars (\$30.00) per Vellum and an additional One Dollar (\$1.00) per lot within the Project. The total recording fee for both Plats A & B is \$592.00.

15. **Copies**

Standard photocopies made by the City shall be charged to the Developer at Twenty Cents (\$0.20) per sheet. The City further requires a large (24"x36") and one small (11"x17") copy of the recorded plat. Developer may also request additional copies for Developer's own use. Copies are Four Dollars (\$4.00) for large copies and Two Dollars (\$2.00) for small copies.

16. **Conditions, Covenants and Restrictions (CC&R's)**

CC&R's shall be provided by the Developer. Recording fees are including in the recording fees set forth in paragraph 14 above.

17. **Landscaping**

Developer agrees to complete all landscaping within the dedicated open spaces and in accordance with Springville City code and specifications. The landscaping and irrigation system will be installed prior to final inspection with respect to each plat. A landscaping plan has been attached as Exhibit "F."

18. **Street Trees**

Developer agrees to provide street trees in accordance with the approved landscaping plan. In lieu of the Developer installing, maintaining and providing a warranty on the trees, Developer desires to pay \$295.00 per street tree shown on the approved landscape 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 be planted during the appropriate planting season after at least 80% of each neighborhood is built.

19. **Point Source Delivery Fee**

In order to access the irrigation company infrastructures for storm drain purposes. Developer agrees to pay a Point Source Delivery fee in the amount of \$2,000.00 per acre of residential development and \$3,000.00 per acre of commercial or industrial development. This fee shall be forwarded to the irrigation company for improvements necessary to accept developments storm drain flows into their canal and drainage system.

20. **Phasing**

The Project shall be completed in a total of two phases. Developer agrees to install all Improvements as set forth on the plat for Plats A and B within one (1) year of this Agreement.

21. **Variations Approved**

No variations have been approved for this Development.

22. **Notices**

Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and sent to a party by certified or registered mail, postage prepaid, addressed as shown below:

Developer:

Dave Erickson
Springbrook Villas, LLC
1405 West 9000 South #346
West Jordan, Utah 84088

City:

Mayor
Springville City
50 South Main Street
Springville, Utah 84663

A party may change the address for notice to it by giving a notice pursuant to this paragraph.

23. **Indemnity**

Developer agrees to indemnify and hold City harmless, including reasonable attorney fees, for any all claims, demands, actions or liability whatsoever resulting from any negligent or defective construction of any Improvements constructed by the Developer or its assigns during construction, and from completion of construction until a time two (2) years after the acceptance of the Improvements by the City. Developer further agrees to indemnify the City, including reasonable attorney fees, from any and all claims, demands, actions, or liability whatsoever resulting from liens or claims on the Improvements by any persons providing materials and/or services related to such Improvements.

24. **Documents**

Developer agrees to provide City with a copy of relevant records and documents relating to the Improvements as requested by the City.

25. **Insurance**

Developer agrees to obtain and maintain general public liability insurance and property damage insurance with the City named as an additional insured, at the rate of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate throughout the construction period.

26. **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 Improvements.

27. **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.

28. **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.

29. **Entire Agreement**

This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

30. **Attorney Fees**

If 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.

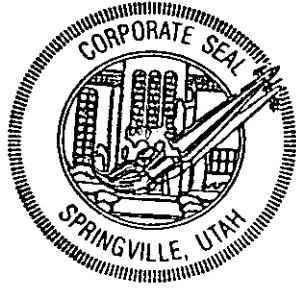
31. **Severability**

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.

32. **Modification**

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

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



SPRINGVILLE CITY

By:

Gene R. Mangum
Gene R. Mangum, Mayor

Attest:

Vivian Gubler
CITY RECORDER

DEVELOPER

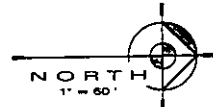
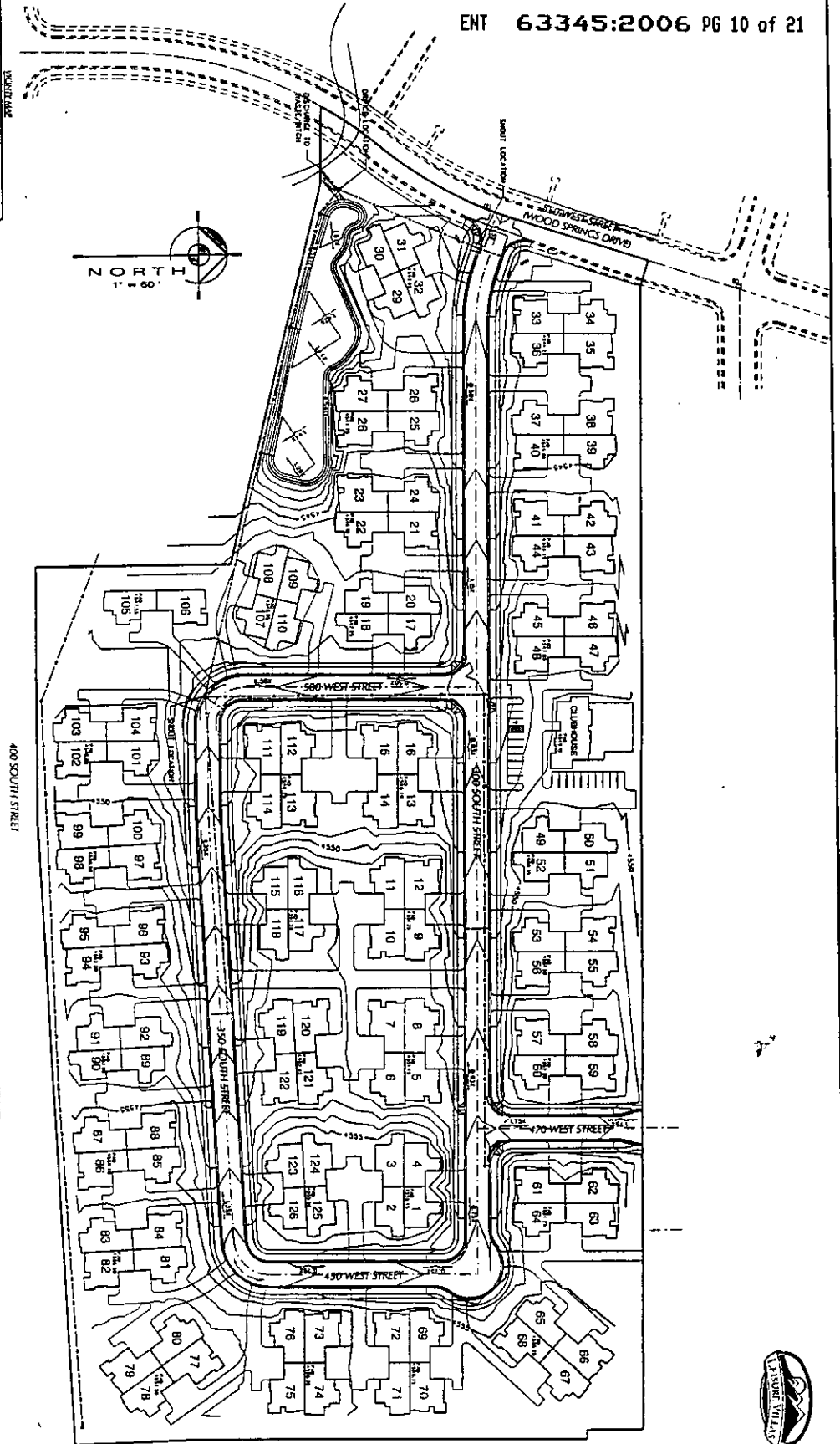
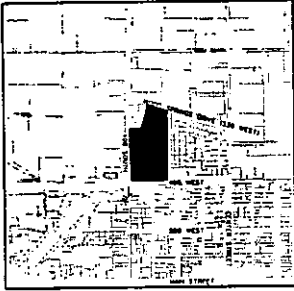
Larry Lindstrom president
By: LARRY LINDSTROM

By: _____

Its: _____

EXHIBIT "A"

Beginning at a point on the North right-of-way line of the UDOT 400 South right-of-way, said point being North 708.53 feet and East 1315.98 feet from the South-Quarter Corner of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence due North 240.00 feet; thence North 76° 08' 27" West 482.88 feet; thence North 89° 04' 15" West 97.71 feet; thence on a 500.00 foot radius curve to the right 80.19 feet, having a Central Angle of 9° 11' 20" and whose Long Chord bears North 35° 32' 26" East 80.10 feet; thence on a 500.00 foot radius curve to the left 193.14 feet, having a Central Angle of 22° 07' 54" and whose Long Chord bears North 29° 04' 09" East 191.94 feet; thence North 18° 00' 14" East 181.08 feet; thence South 71° 59' 17" East 33.00 feet; thence South 89° 26' 13" East 1416.20 feet; thence South 0° 15' 00" West 69.11 feet; thence North 89° 56' 14" East 11.35 feet; thence South 0° 33' 24" West 489.37 feet; thence South 1° 41' 39" East 143.83 feet to the North line of 400 South UDOT right-of-way; thence South 87° 13' 42" West 770.94 feet along the North right-of-way line of said 400 South right-of-way; thence North 89° 46' 49" West 317.29 feet along the North right-of-way line of 400 South to the point of beginning.



PRELIMINARY PLAN

- LEGEND**
- BOUNDARY LINE
 - STREET CENTER LINE
 - MAJOR CONTIGUOUS LINE 5' (00')
 - STREET CENTER LINE 5' (00')
 - 2" DITCH PERMANENT

**SPRINGBROOK VILLAS
OVERALL SITE GRADING PLAN**

BY LEISURE VILLAS
SPRINGVILLE, UTAH

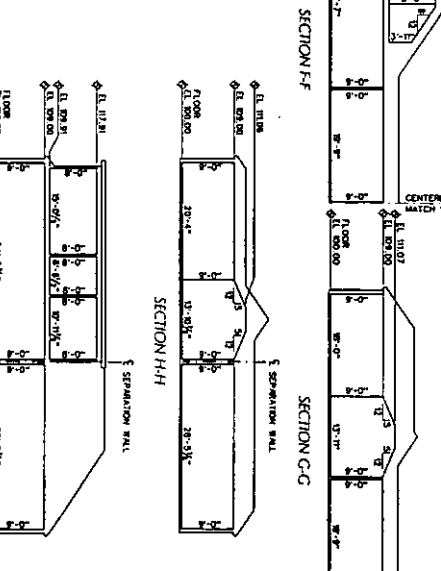
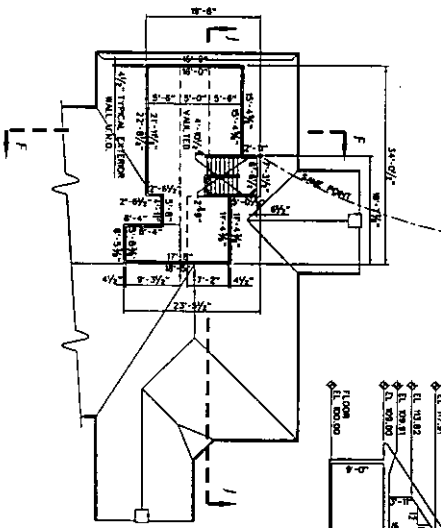
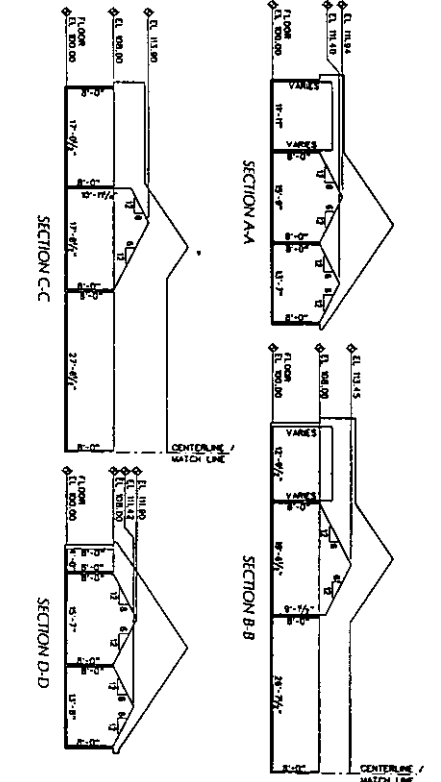
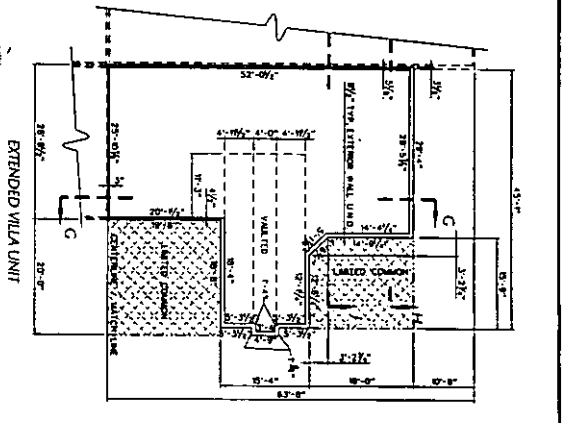
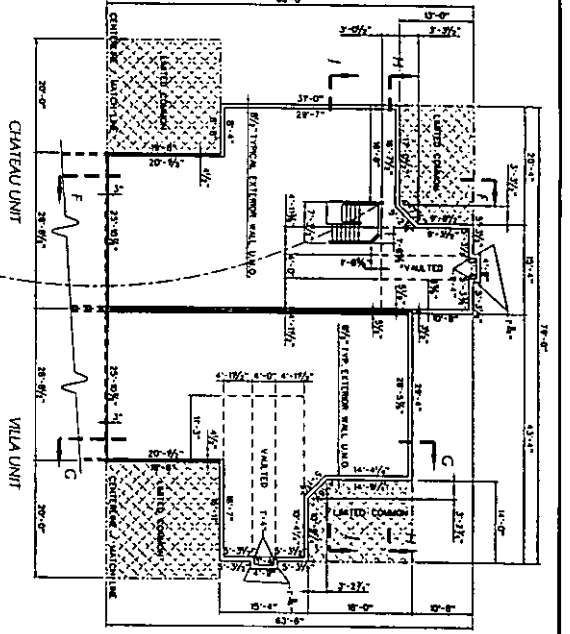
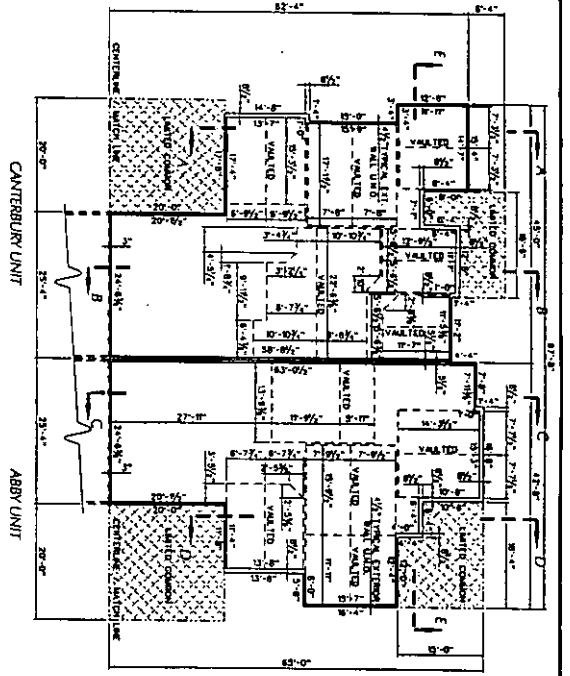


J-U-B ENGINEERS, Inc.
240 W. Center Street
Suite 200
Orem, Utah 84057
Phone: 801.228.0393
Fax: 801.228.0394
www.jub.com



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PROJECT: SPRINGBROOK VILLAS
DATE: 08/11/06
DRAWN BY: JUB
CHECKED BY: JUB
DATE: 08/11/06
SHEET: GP01

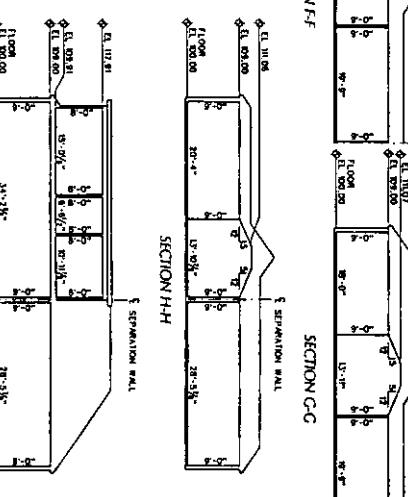
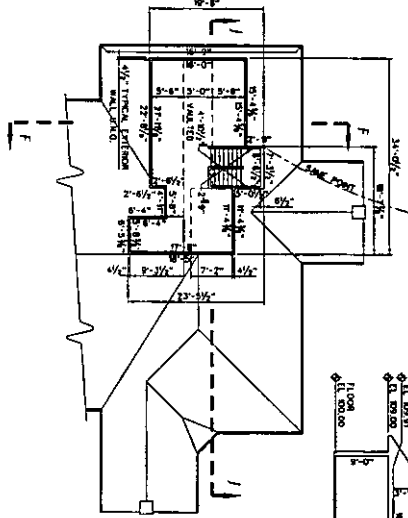
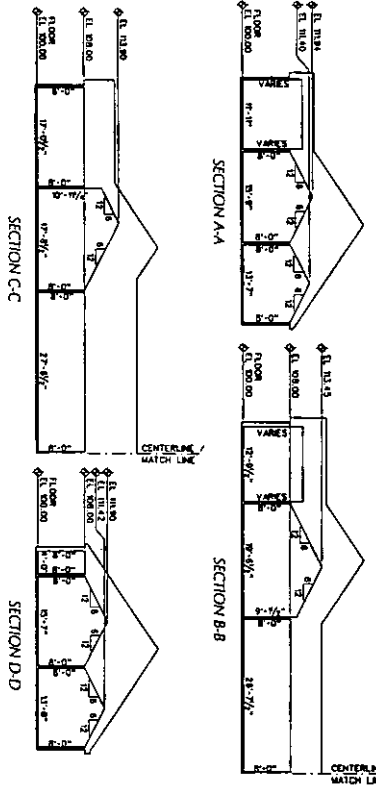
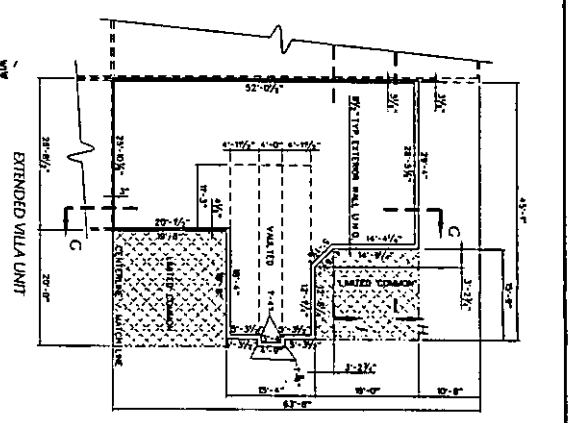
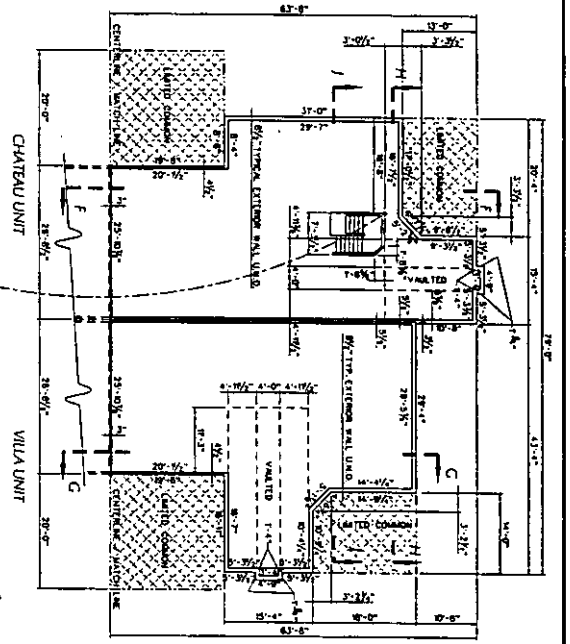
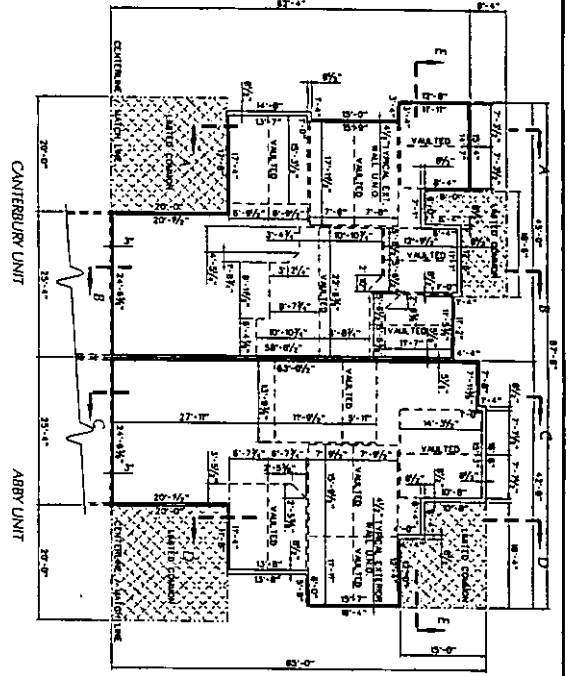


NOTE:
 1. ALL ROOM WALL THICKNESSES DO NOT INCLUDE
 EXTENSION CURVED SURF SUCH AS BENCH AND STOVE
 2. ILLUSTRATIONS SHOWN ARE FOR REFERENCE ONLY
 AND DO NOT SUBSTITUTE ACTUAL MEASUREMENT
 FROM ELEVATIONS



PREPARED BY
JUB
 ENGINEERS • SURVEYORS • PLANNERS
 240 WEST CENTER STREET, SUITE 200
 OREM, UT 84057
 801-226-0393
 PROJECT # 50-04-083
 DECEMBER 2005

CONDOMINIUM PLAT "A"
SPRINGBROOK VILLAS CONDOMINIUMS
 A SENIOR LIVING CONDOMINIUM PROJECT (EXPANDABLE)
 SPRINGVILLE CITY, UTAH COUNTY UTAH
 SCALE 1" = 10'
 SHEET 3 OF 3
 SURVEYOR'S SEAL
 CIVIL ENGINEER'S SEAL



NOTES:
 1. EXTERIOR WALL DIMENSIONS DO NOT INCLUDE EXTERIOR COVERS SUCH AS BRICK AND STUCCO.
 2. ELEVATIONS SHOWN ARE FOR REFERENCE ONLY. FLOOR FINISHES INDICATE ACTUAL BUILDING FLOOR FINISHES.



PREPARED BY
JUB
 240 WEST CENTER STREET, SUITE 200
 OREM, UT 84057
 801-226-0193
 PROJECT # 50-04-083
 DECEMBER 2005

CONDOMINIUM FLOOR PLAN
SPRINGBROOK VILLAGES CONDOMINIUMS
 A SENIOR LIVING CONDOMINIUM PROJECT (EXPANDABLE)
 SPRINGVILLE CITY, UTAH COUNTY, UTAH
 SCALE 1" = 10'
 SHEET 3 OF 3
 DRAWN BY: []
 CHECKED BY: []

Exhibit 'D'

**SPRINGVILLE CITY
Springbrook Villas Bond Form**

ENT 63345:2006 PG 17 of 21

Subdivision Name	Springbrook Villas	Owner	Dave Erickson	Date	2/15/2006
Bond () Cash () Letter		Name of Bank	Attn:		
Date of DRC Approval		Address of Bank			

Sewer

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Sewer Main	2602	lf	\$ 20.61	\$ 53,627.22		\$ -		\$ -
Sewer Man Hole	9	ea	\$ 1,980.70	\$ 17,826.30		\$ -		\$ -
Sewer Drop Man Hole	1	ea	\$ 2,156.50	\$ 2,156.50		\$ -		\$ -
Sewer Service	127	ea	\$ 754.37	\$ 95,804.99		\$ -		\$ -
Air Test	2602	lf	\$ 0.82	\$ 2,133.64		\$ -		\$ -
Deflection Test	2602	lf	\$ 0.82	\$ 2,133.64		\$ -		\$ -
Jet Cleaning	2602	lf	\$ 0.38	\$ 988.76		\$ -		\$ -
Televising	2602	lf	\$ 0.55	\$ 1,431.10		\$ -		\$ -
Manhole Vacuum Test	9	ea	\$ 59.00	\$ 531.00		\$ -		\$ -
Concrete MH Collars	9	ea	\$ 389.40	\$ 3,504.60		\$ -		\$ -
Engineered Fill	1542	qu/yd	\$ 10.39	\$ 16,016.61		\$ -		\$ -
Total Sewer				\$ 196,154.36		\$ -		\$ -

Water

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
8 Inch Water Main	2975	lf	\$ 16.37	\$ 48,700.75		\$ -		\$ -
Water Valves	10	ea	\$ 852.02	\$ 8,520.20		\$ -		\$ -
Cncrt Valve Box Collars	10	ea	\$ 259.60	\$ 2,596.00		\$ -		\$ -
1 Inch Water Service	127	ea	\$ 792.06	\$ 100,591.62		\$ -		\$ -
2 Inch Water Blowoff		ea	\$ 750.43	\$ -		\$ -		\$ -
Fire Hydrants	7	ea	\$ 2,507.45	\$ 17,552.15		\$ -		\$ -
Tracer Wire	2975	lf	\$ 0.20	\$ 595.00		\$ -		\$ -
High Chlorine Test	1	ea	\$ 30.00	\$ 30.00		\$ -		\$ -
Pressure Test	4	sc	\$ 100.00	\$ 400.00		\$ -		\$ -
Bacteria Test	1	ea	\$ 100.00	\$ 100.00		\$ -		\$ -
Engineered Fill	882	qu/yd	\$ 10.39	\$ 9,159.74		\$ -		\$ -
Total Water				\$ 188,245.46		\$ -		\$ -

Pressurized Irrigation

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
6 Inch Main	2833	lf	\$ 12.32	\$ 34,902.56		\$ -		\$ -
6 Inch Water Valves	8	ea	\$ 658.75	\$ 5,270.00		\$ -		\$ -
Cncrt Valve Box Collars	8	ea	\$ 259.60	\$ 2,076.80		\$ -		\$ -
2 Inch Irrigation Blowoff		ea	\$ 1,065.98	\$ -		\$ -		\$ -
1 Inch Service	4	ea	\$ 543.44	\$ 2,173.76		\$ -		\$ -
2" Double Lateral		ea	\$ 765.32	\$ -		\$ -		\$ -
Tracer Wire	2833	lf	\$ 0.20	\$ 566.60		\$ -		\$ -
Pressure Test	4	sc	\$ 100.00	\$ 400.00		\$ -		\$ -
Engineered Fill	787	qu/yd	\$ 10.39	\$ 8,176.35		\$ -		\$ -
Total Secondary				\$ 53,566.07		\$ -		\$ -

Storm Drain

Improvement	Quantity		Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
12 Inch Drain (HDPE)		lf	\$ 22.25	\$ -		\$ -		\$ -
15 Inch Drain (RCP)	2355	lf	\$ 25.09	\$ 59,086.95		\$ -		\$ -
18 Inch Drain (RCP)		lf	\$ 28.67	\$ -		\$ -		\$ -
60" Storm Man Hole	14	ea	\$ 2,589.70	\$ 36,255.80		\$ -		\$ -
48" Sump		ea	\$ 2,200.00	\$ -		\$ -		\$ -
Storm Inlet Box (2x3x4)	10	ea	\$ 1,572.66	\$ 15,726.60		\$ -		\$ -
Pre-Treatment Storm Inlet Box		ea	\$ 2,522.96	\$ -		\$ -		\$ -
Pre-Treatment Device (Snout/Oil & Debris Sep.)	2	ea	\$ 1,326.32	\$ 2,652.64		\$ -		\$ -
SD Inlet Tie-Ins		ea	\$ 177.00	\$ -		\$ -		\$ -
Televising	2355	lf	\$ 0.55	\$ 1,295.25		\$ -		\$ -
Engineered Fill	850	qu/yd	\$ 10.39	\$ 8,835.83		\$ -		\$ -
Total Storm				\$ 123,853.07		\$ -		\$ -

Streets

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Clear & Grub	36833	qu/yd \$ 1.25	\$ 46,041.85		\$ -		\$ -
3" Asphalt	130132	sf \$ 1.23	\$ 160,062.36		\$ -		\$ -
Street - Road Base	3215	qu/yd \$ 10.39	\$ 33,401.17		\$ -		\$ -
Imported Fill	7230	qu/yd \$ 10.39	\$ 75,115.08		\$ -		\$ -
30" Curb & Gutter	5551	lf \$ 13.50	\$ 74,938.50		\$ -		\$ -
Curb Road Base	407	qu/yd \$ 10.39	\$ 4,229.49		\$ -		\$ -
5' Cross Gutter		sf \$ 6.52	\$ -		\$ -		\$ -
5' Sidewalk	5551	lf \$ 12.50	\$ 69,387.50		\$ -		\$ -
SW Road Base	339	qu/yd \$ 10.39	\$ 3,524.58		\$ -		\$ -
Pedestrian ADA Ramp	8	ea \$ 1,200.00	\$ 9,600.00		\$ -		\$ -
1" Overlay		sf \$ 0.24	\$ -		\$ -		\$ -
Total Streets			\$ 476,300.54		\$ -		\$ -

Electric, Landscaping & Misc.

Improvement	Quantity	Unit Cost	Total Bond	This Draw	Release	To Date	All Draws
Grading	1	ls \$ 5,000.00	\$ 5,000.00		\$ -		\$ -
Landscaping (Street trees)	135	ea \$ 300.00	\$ 40,500.00		\$ -		\$ -
Total Other			\$ 45,500.00		\$ -		\$ -
Totals			\$ 1,083,619.49		\$ -		\$ -

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

1st Release	
2nd Release	
3rd Release	
4th Release	
Total	\$ -

15% Contingenc	\$ 162,542.92				\$ -
10% Warranty	\$ 108,361.95				\$ -
Totals	\$ 1,354,524.36				\$ -

Less Prior Draws		\$0.00
Amount Due This Draw		\$ -

Remaining Balance		\$ 1,354,524.36
--------------------------	--	------------------------

Street Signs	Each	Total
8	\$ 200.00	\$ 1,600.00
Street Trees	Each	Total
	\$ 300.00	\$ -

Signatures:

Bradley D. Stapley -PW Admin

Jeffrey L. Anderson - Senior Engineer

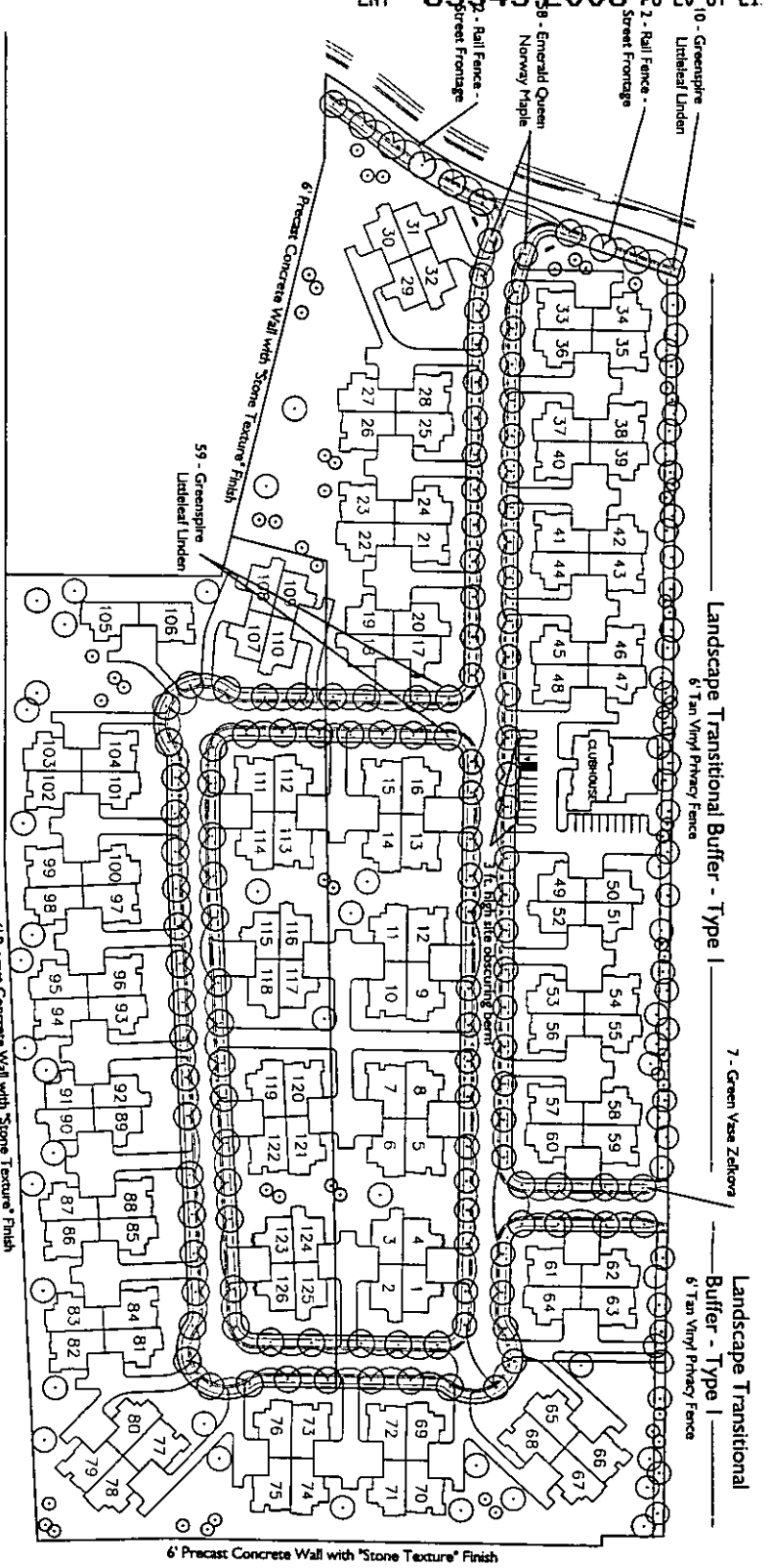
David R. Andreason - PW Inspector

Date:

Developer

SPRINGVILLE CITY ELECTRIC DEPARTMENT					
NEW SUBDIVISION EXTENSION FEE ESTIMATE					DATE: 2/27/2006
SUBDIVISION NAME:		SPRINGBROOK VILLAS			
UNDERGROUND PRIMARY DISTRIBUTION MATERIAL COSTS:					
MATERIAL	PHASE 1 - QUANTITY	PHASE 2 - QUANTITY	TOTAL QTY	COST	EXTENDED
CABLE ELBOW TERMINATION KITS 1/0	38	20	58	\$25.50	\$1,479.00
ELBOW SURGE ARRESTER	4	2	6	\$75.00	\$450.00
INSULATED PROTECTIVE CAPS	10		10	\$20.95	\$209.50
GROUND RODS W/CLAMP	12	8	20	\$11.95	\$239.00
CABINET GROUNDING LUGS	24	16	40	\$3.20	\$128.00
3-PH PRIMARY JUNCTION AL CABINET	2		2	\$480.00	\$960.00
3-PH PRIMARY JUNCTION BASE	2		2	\$175.00	\$350.00
4-PT 200A JUNCTIONS	6		6	\$110.00	\$660.00
TRANSFORMERS-25 KVA 240/120	1	1	2	\$1,400.00	\$2,800.00
TRANSFORMERS-50 KVA 240/122	9	7	16	\$1,650.00	\$26,400.00
TRANSFORMER BASE	10	8	18	\$175.00	\$3,150.00
TRANSFORMER SECONDARY BLOCKS	30	24	54	\$13.00	\$702.00
PRIMARY CABLE 15KV 175MIL 1/0 3-PH	7500		7500	\$1.70	\$12,750.00
PRIMARY CABLE 15KV 175MIL 1/0 1-PH	5000	5000	10000	\$2.05	\$20,500.00
SECONDARY CABLE # 2 URD			0	\$0.65	\$0.00
SECONDARY CABLE 350 MCM URD	1700	1500	3200	\$4.00	\$12,800.00
STREET LIGHT POLES - BRONZE 41'	4	4	8	\$820.00	\$6,560.00
100 W HPS BRONZE FIXTURE W/LAMP & PC	4	4	8	\$100.00	\$800.00
SECONDARY DOME JUNCTIONS			0	\$100.00	\$0.00
6-PT SECONDARY SQUIDS			0	\$13.00	\$0.00
SECONDARY STREET LIGHTING J-BOXES			0	\$50.00	\$0.00
3-PT SECONDARY SQUIDS			0	\$10.00	\$0.00
ELECTRICAL TAPE 33+	12	6	18	\$2.50	\$45.00
GROUNDING CONNECTORS	80	40	120	\$1.50	\$180.00
POLYWATER CABLE LUBE	8	4	12	\$27.00	\$324.00
				MATERIAL TOTAL	\$91,486.50
	PHASE 1 - HOURS	PHASE 2 - HOURS	RATE		
EQUIPMENT					
SERVICE BUCKET TRUCK	32	32		\$50.00	\$3,200.00
LINE TRUCK	56	24		\$75.00	\$6,000.00
BUCKET TRUCK	16	8		\$75.00	\$1,800.00
DUMP-FLAT BED	32	16		\$35.00	\$1,680.00
SINGLE REEL TRAILER	16	16		\$18.00	\$576.00
THREE REEL TRAILER	8	0		\$30.00	\$240.00
CABLE PULLER	24	16		\$50.00	\$2,000.00
LABOR					
LINECREW SUPERVISOR	64	40		\$46.05	\$4,789.20
POWER LINE TECHNICIAN-JOURNEY	64	40		\$38.60	\$4,014.40
POWER LINE TECHNICIAN-APPRENTICE	128	80		\$26.50	\$5,512.00
DESIGN AND INSPECTION	16	16		\$55.00	\$1,760.00
				LABOR AND EQUIPMENT TOTAL	\$31,571.60
				MATERIALS	\$91,486.50
				10% CONTINGENCY	\$12,305.81
				PROJECT ESTIMATED COST	\$135,363.91
				TOTAL NUMBER OF METERS	126
				COST PER METER	\$1,074.32

Exhibit E



Legend

- Deciduous / Shade Trees
- Evergreen Trees

Landscape Requirements

Right of Way / Park Strips: 8 foot parkstrips with shade trees located every 40 feet. See Selected Plant List for tree types.

Landscape Transitional Buffer - Type I: Located at north property boundary, 1.01 L.86 ft. with trees every 20 ft. = 68 trees, 1.01 L.86 ft. with shrubs every 5 ft. = 271 shrubs. See Selected Plant List for tree and shrub types.

Selected Plant List

Botanical Name	Common Name	Size
Deciduous / Shade Trees		
Acer x freemanii 'Jefferson'	Autumn Blaze Maple	1 1/2' cal.
Acer glaberrimus 'Emerald Queen'	Emerald Queen Maple	1 1/2' cal.
Gladiolus urbanifolius 'Imperial'	Imperial Honeylocust	1 1/2' cal.
Platanus x acerifolia 'Bloodgood'	Bloodgood London Plane	1 1/2' cal.
Prunus californica 'Chanticleer'	Chanticleer Flowering Pear	1 1/2' cal.
Evergreen Trees		
Picea pungens	Colorado Spruce	5' - 6'
Pinus halepensis	Vanderwalle's Pine	5' - 6'
Pinus nigra	Australian Pine	6' - 8'
Landscape Transitional Buffer / Shrubs		
Cornus alba 'Elegantissima'	Vegetated Dogwood	2 gal.
Cornus sericea 'Bailey'	Red Osier Dogwood	2 gal.
Cotoneaster lucidus	Peeking Cotoneaster	2 gal.
Prunus x cistena	Cistena Plum	2 gal.
Salix purpurea nana	Blue Arctic Willow	2 gal.
Viburnum plicatum tomentosum	Summer Snowflake Doublefile Viburnum	2 gal.

Tree Planting - B&B (trees in all soil types)

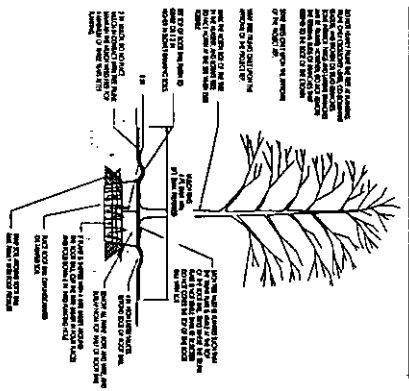


Exhibit F



Springbrook Villas
Springville, Utah
Leisure Villas

Project Information
Date: May 11, 2006
Scale: 1/4" = 1'-0"

North Arrow

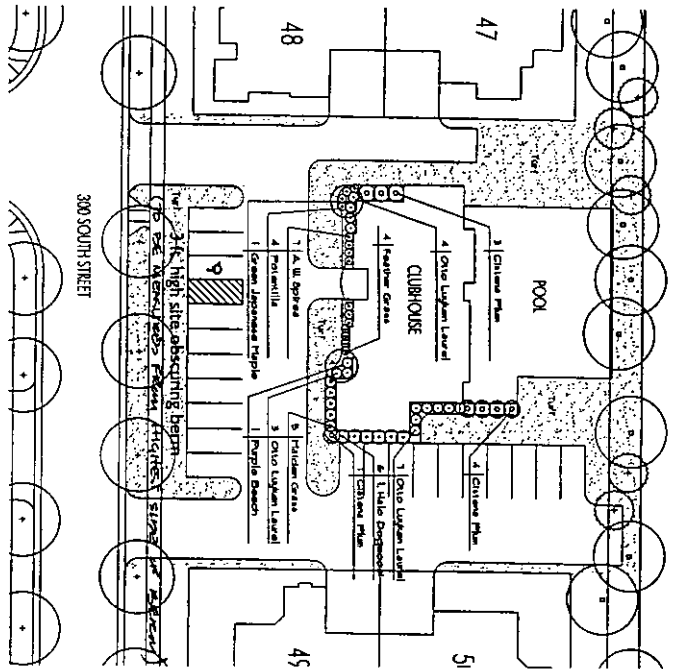
Preliminary
Landscape Plan

Notes

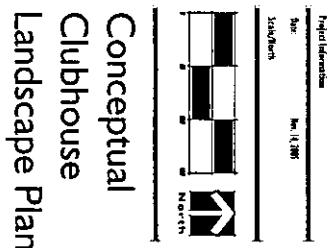
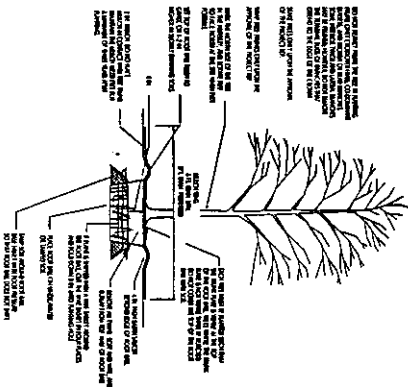
1. See Preliminary Site Plan for street and project boundary landscape.
2. All landscape areas to contain an automatic irrigation system with controller and separate irrigation zoning for lawn and planter bed areas.
3. Planter beds to contain minimum 2" wood mulch cover.

Selected Plant List

QUANTITY	SCHEMATIC NAME	COTTON NAME	SIZE	BRANCHES
SHADE TREES				
1	Acer palmatum	Green Japanese Maple	1 1/2" CAL	As Shown
1	Fraxino sylvatica	Common Purple Beech	1 1/2" CAL	As Shown
EVERGREEN SHRUBS				
14	Prunus laurocerasus	China Lilyam Laurel	3 GAL	As Shown
3	Prunus nigra	Major Prun	3 GAL	As Shown
DECIDUOUS SHRUBS				
4	Cornus alba	Large White Dogwood	3 GAL	As Shown
4	Prunella fruticosa	Yellow Gown Potentilla	2 GAL	As Shown
4	Prunus x cistena	China Elm	3 GAL	As Shown
1	Spirea vanicola	Anthony Water Spruce	3 GAL	As Shown
PERENNIALS, ANNUALS, GRASSES AND ORCHIDS COVERING				
4	Calladigitis Karl Foerster	Feather Reed Grass	1 GAL	As Shown
4	Miscanthus sinensis Variegatus	Slender Tallgrass Grass	1 GAL	As Shown
USER AREAS				N/A
Kennedy Blue Grass Bed				N/A



Tree Planting - B&B (trees in all red types)



Springbrook Villas
Springville, Utah
Leisure Villas

