

Mail to  
Springville City



ENT 72649:2017 PG 1 of 16  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2017 Jul 28 11:39 am FEE 76.00 BY MA  
RECORDED FOR SPRINGVILLE CITY CORPORATIO

## DEVELOPMENT AGREEMENT MEADOW WALK SUBDIVISION

THIS AGREEMENT is entered into effective this 20 day of July, 2017, by and between **SPRINGVILLE CITY**, a municipal corporation of the State of Utah, 110 South Main Street, Springville, Utah 84663 ("City"), and **Richard Mendenhall**, located at 5455 W 11000 N Ste 202, Highland, Utah 84003 ("Developer").

### RECITALS

- A. Developer is developing property located at approximately 900 South 950 West in Springville City, Utah County, Utah, as shown on the Meadow Walk Subdivision Plat "A" attached as Exhibit A (the "Property").
- B. Developer plans to construct the Meadow Walk Subdivision on the Property in the form, design and plan set forth in the subdivision plan (the "Project").
- C. Developer desires to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the "Public Improvements"), including without limitation, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Project and to ultimately dedicate the Public Improvements to the City.
- D. Developer is willing to design and develop the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City's general plan, zoning, subdivision and development regulations, as more fully set forth below.
- E. City, acting pursuant to its authority under Utah Code Annotated, §10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.
- F. The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing and the installation, construction and operation of the Public Improvements, all under the terms and conditions set forth below.

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

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

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

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

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

C. Impact Fees. Developer agrees to pay any "Impact Fees" in accordance with the applicable City requirements, either by direct payment or by receiving a credit equal to amounts reimbursable to Developer under Section 6 (*Reimbursable Costs*) below.

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

## 3. Manner of Performance.

A. Compliance with Plans and Laws; Exception for Street Trees. Developer shall pursue the Project to completion (the "Work") (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the "City Code"), rules, regulations, and official policies of the City governing the use, density and intensity of the uses of land within the City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within the City.

B. Street Trees. Developer agrees to pay \$315.00 per street tree shown on the approved street tree plan. Upon payment, Springville City will be responsible to purchase, install and maintain street trees for the first two years after planting. Street trees will not be planted in planter strips until development of homes along any street in a new development is at least eighty percent (80%) complete and those homes are occupied and the planter strip landscape and sprinkling system are installed at homes where trees are to be planted.

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

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

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

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

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

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

A. Electrical Extension Fees. Developer agrees to pay an electrical extension fee to City in the amount of Forty-nine Thousand Two Hundred Ninety Dollars and Seventy-three Cents (\$49,290.73), as calculated by City and reflected on Exhibit C attached hereto.

B. Future Sewer and Storm Drain Connections. Developer agrees to pay City the amount of \$6,890 for future sewer and storm drain connections heading west from the Project to future sewer and storm drain facilities that will be built in 900 South. A copy of the future sewer and storm drain costs are attached as Exhibit D.

C. 900 South Road Widening. City's master plan with respect to the width of 900 South has changed during Developer's land use application process. Developer is willing to work with City and provide an additional five feet of width as shown on the final subdivision and construction plans. The parties agree that the five feet of width will cost Developer fifteen thousand dollars (\$15,000). City will pay Developer the amount of \$15,000 within 30 days of the Public Improvements being approved and accepted by City and City receiving Developers request for payment.

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

#### 6. Reimbursable Costs - Upsized Public 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.

7. **Water Shares.** Prior to beginning the Work on the Project, Developer shall tender to City 7.76 shares of Springville Irrigation Company water shares, or its equivalent, for the Project.

8. **Westfields Overlay Zone Density Bonus Participation.** In addition to the minimum performance standards required by City Code §11-5-404, the Developer is proposing to utilize the density bonus mechanisms of the overlay. The base density for the development is 32 units. Developer is requesting a 12% density bonus allowing for an additional 4 units for a total density of 36 units. The Developer has agreed to the following components to receive the requested density bonus:

Density Bonus Category	Density Bonus Improvement	Bonus %
Parks and Open Space  Fees in lieu of park land and improvements	For parcels that are too small for development of a park meeting the minimum City standard of five acres, a fee in lieu may be paid at the rate of the value of the land per acre plus improvements totaling no less than the amount per acre established by resolution and approved by the City Council and be prorated at 1.2% density bonus for the equivalent value of 1% land and development costs up to a maximum of 12% density bonus.	7%
Building Materials	Option A) - A density bonus of 5% shall be given where 25% of the gross facade elevation includes brick or stone on detached single-family and attached two-family dwellings.	5%
<b>TOTAL DENSITY BONUS</b>		<b>12%</b>

The park fees in lieu of park land and improvements amount to a total of One Hundred Three Thousand Six Hundred Sixty-seven Dollars (\$103,667). The parties acknowledge and agree that the Developer shall pay City the amount of \$103,667 prior to and as a required condition of the City recording the Meadow Walk Subdivision Plat with the Utah County Recorder's Office.

9. **Irrigation Ditch and Lot Building Restrictions.** Developer and the Springville Irrigation Company ("SIC") have reached an agreement concerning the irrigation ditch the runs north to south along the entire western border of the Project. Developer has asked that portions of the agreement between Developer and SIC be included as part of this Agreement. Developer agrees to be bound by those provisions found in this Section. As of the date of this Agreement, the western edge of lot 101, and lots 114-118 as shown on the Meadow Walk Subdivision Plat "A" (the "Burdened Lots"), at the approximate alignment of 1100 West in Springville City, are burdened with an irrigation distribution ditch (the "Ditch"), which serves the eastern most portion of the adjacent property, to the west of the Meadow Walk Subdivision (the "Benefited Property"), which is identified in the records of the Utah County Records offices as tax parcel 26:041:0059 and currently owned by Suburban Land Reserve Inc. The Ditch runs the length of the Project from north to south on the western boundary of the Project. Developer agrees that as long as the Ditch is required to provide irrigation water to the Benefited Property that the

Burdened Lots will be restricted from being improved as single family residence, and Springville City shall not be obligated to issue building permits for the Burdened Lots until they receive notice from the owner of the Benefited Property that one of the following events shall have occurred:

- A. The demand for irrigation water by the Benefited Property shall have been terminated, as evidenced by a written notice from the then owner of the Benefited Property stating that they no longer are requiring that irrigation water be delivered to the Benefited Property by way of the Ditch and that they have relinquish all rights and interest to the Ditch as it relates to all, or some of, the Burdened Lots as may be specified in the notice.
- B. That the owner of Burdened Lots and the owner of the Benefited Property have entered into an agreement to relocate the Ditch, or to have piped the Ditch, along the common property line, and that the relocation work has been satisfactorily completed to allow the Benefited Property to continue to receive irrigation water byway of the reconstructed facilities. Consequently the owner of the Benefited Property has relinquished all rights and interest they may have had which were associated with the original location of the Ditch as it relates to all, or some of, the Burdened Lots as may be specified in the notice.

In satisfying one of the forgoing events, the owner of the Burdened Lots agrees, at its own cost, to modify the distribution box that feeds the Ditch so as to allow the distribution box to remain but not allow irrigation flow to the Ditch. Any modifications to the distribution box will be approved by SIC before any changes are made.

**10. Notices.** Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (e.g. FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 9.

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

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

**13. 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.

**14. Other Laws.** Developer may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Developer agrees to comply with all laws during construction of the Project and Public Improvements.

**15. 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.

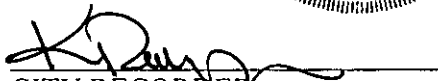
**16. Attorney Fees.** In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

**17. 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.

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

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

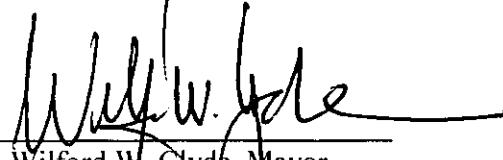
Attest:

  
CITY RECORDER



SPRINGVILLE CITY

By:

  
Wilford W. Clyde, Mayor

By: \_\_\_\_\_

\_\_\_\_\_, Developer

I understand that  
Section 13 is not matching  
the mayors signature copy.

provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project.

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**SPRINGVILLE CITY**

Attest: By: \_\_\_\_\_  
Wilford W. Clyde, Mayor

\_\_\_\_\_  
CITY RECORDER

By:   
Richard Montebello, Developer  
Westfield Development, president

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**SPRINGVILLE CITY**

Attest:

By: \_\_\_\_\_  
Wilford W. Clyde, Mayor

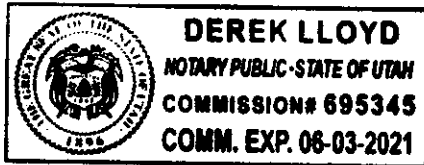
\_\_\_\_\_  
CITY RECORDER

By:   
Richard Mondenhall, Developer  
Wellfield Development, president



STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

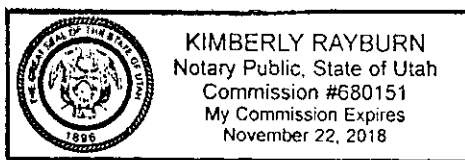
On this 20 day of July, 2017, before me personally appeared Richard Mendenhall, known to me to be the person who executed this Development Agreement as the Developer and acknowledged to me that he executed the same for the purposes therein stated.



Derek Lloyd  
Notary Public

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

On this 18 day of July, 2017, before me personally appeared Wilford W. Clyde, known to me to be the person who executed this Development Agreement on behalf of Springville City and acknowledged to me that he executed the same for the purposes therein stated.

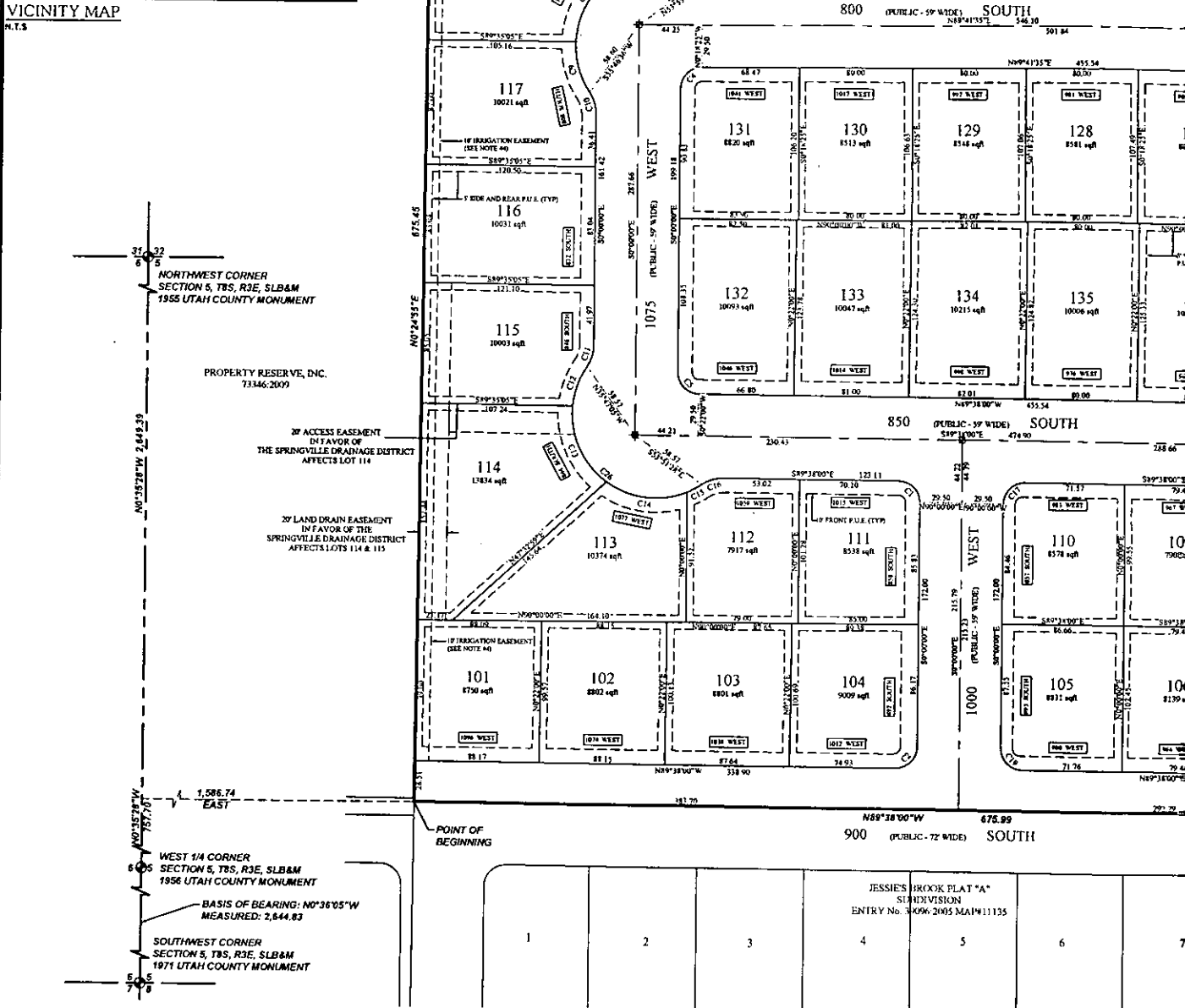
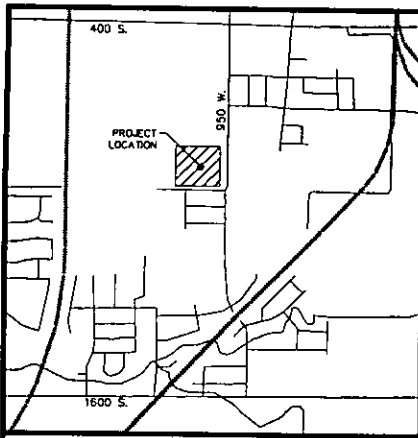


K Rayburn  
Notary Public

# Exhibit A

BOARD OF EDUCATION  
OF NEBO SCHOOL DISTRICT  
7742 2002

VICINITY MAP  
N.T.S.



PREPARED BY

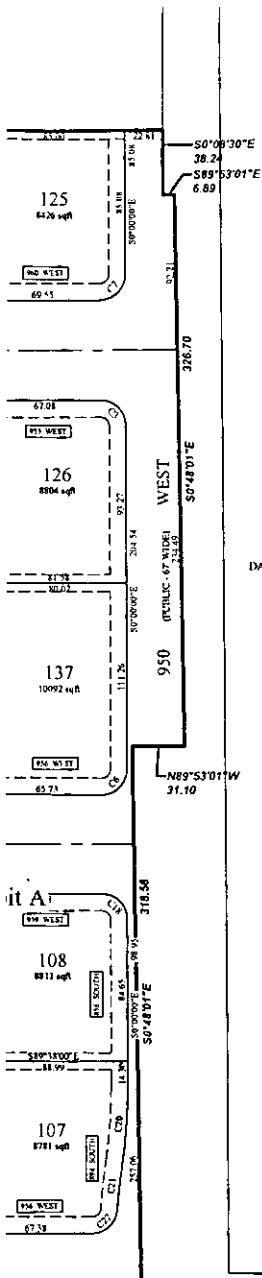


ENGINEERING AND SURVEYING, LLC  
12 WEST CENTER STREET  
MIDVALE, UTAH 84047 PII: (801) 352-0075  
www.focusutah.com

EASEMENT

SPRINGVILLE DRAINAGE

## GRAPHIC SCALE



DAVID D. & JAN C.  
HARRISON  
12784 2006

**NOTES:**

1. #5 rebar & cap (FOCUS ENG) to be set at all rear lot corners.
2. Nail/plug to be set in top back of curb at extension of side lot lines.
3. No trees, shrubs, telephones boxes, or power boxes are allowed in irrigation company or Springville drainage district easements.

◆ Street Monument (to be set)

**TABULATIONS:**

Total Area: 10.68 Acres  
Lot Area: 7.79 Acres  
Number of Lots: 37 Lots  
Area of Roads: 2.89 Acres  
Lane Miles: 0.59 Miles (3112.3 feet)

**Curve Table**

CURVE	RADIUS	DELTA	LENGTH	CH. DIRECTION	CUTLEN
C1	15.00	89°30'00"	23.47	S44°49'00"W	21.15
C2	15.00	90°22'00"	23.66	N45°11'00"E	21.28
C3	15.00	90°18'35"	23.64	N45°09'13"E	21.27
C4	15.00	89°41'35"	23.48	S44°59'48"W	21.16
C5	15.00	89°30'00"	23.47	S44°49'00"W	21.15
C6	15.00	90°22'00"	23.66	N45°11'00"E	21.28
C7	15.00	89°41'35"	23.48	N44°59'48"E	21.16
C8	59.00	59°30'54"	61.28	N15°35'38"E	58.56
C9	59.00	34°01'56"	37.10	N15°30'27"W	36.49
C10	28.00	33°51'15"	16.54	N16°33'37"W	16.30
C11	28.00	33°49'43"	16.53	N16°34'52"E	16.29
C12	59.00	28°51'08"	29.37	N19°34'00"E	29.07
C13	59.00	59°34'27"	61.35	N24°28'38"W	58.62
C14	59.00	57°48'32"	59.33	N23°10'18"W	57.04
C15	59.00	11°23'33"	11.73	S67°33'39"W	11.71
C16	28.00	33°50'37"	16.54	S73°36'52"W	16.30
C17	15.00	90°22'00"	23.66	S45°11'00"W	21.28
C18	15.00	89°30'00"	23.47	N44°49'00"W	21.15
C19	15.00	89°30'00"	23.47	S44°49'00"W	21.15
C20	316.50	8°28'33"	46.83	N04°14'27"E	46.81
C21	383.50	8°07'30"	27.63	N06°34'58"E	27.64
C22	15.00	85°00'56"	22.52	N47°21'32"E	20.46
C23	28.00	26°51'19"	12.96	S77°02'50"E	12.84
C24	28.00	7°20'04"	3.58	S60°07'13"E	3.58
C25	59.00	61°51'54"	63.71	S27°23'08"E	60.66
C26	59.00	157°18'02"	161.98	S44°49'17"E	115.69
C27	59.00	157°24'04"	162.06	S44°50'47"W	115.71
C28	28.00	33°51'14"	16.54	S73°22'48"E	16.30

**ACKNOWLEDGMENT**

STATE OF UTAH  
S.S.  
COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF \_\_\_\_\_, IN SAID STATE OF UTAH, \_\_\_\_\_ THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC  
RESIDING IN \_\_\_\_\_ COUNTY

MY COMMISSION No. \_\_\_\_\_

PRINTED FULL NAME OF NOTARY

**ACKNOWLEDGMENT**

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S.S.  
COUNTY OF \_\_\_\_\_

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MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC  
RESIDING IN \_\_\_\_\_ COUNTY

MY COMMISSION No. \_\_\_\_\_

PRINTED FULL NAME OF NOTARY

**SURVEYOR'S CERTIFICATE**

I, Brad A. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 4938735 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, sections and easements, and the same have been lawfully surveyed, staked and monumented on the ground as shown on this Plat, and that the same are correct.

Brad A. Llewellyn  
Professional Land Surveyor  
Certificate No. 4938735

Date \_\_\_\_\_

**BOUNDARY DESCRIPTION**

A portion of the NW1/4 of Section 5, Township 8 South, Range 3 East, Salt Lake Base and Meridian, Springville, Utah, more particularly described as follows:

Beginning at a point on the easterly line of that Real Property described in Deed Entry No. 73346 2009 of the Official Records of Utah County located N0°35'28"W along the Section line 757.70 and East 1,586.74 feet from the West 1/4 Corner of Section 5, T8S, R3E, S.L.B. & M. (Basis of Bearing: S0°36'05"E along the Section line between the West 1/4 Corner and the Southwest Corner of Section 5, T8S, R3E, S.L.B. & M.), thence N0°24'55"E along said deed 675.45 feet to the south line of a Boundary Line Agreement described in Deed Book, 2871 Page 290 of the Official Records of Utah County, thence along said line the following 2 (two) courses and distances: N89°50'10"E 8.35 feet; thence N89°41'35"E 677.85 feet to the southeast corner of that Real Property described in Deed Entry No. 77342 2002 of the Official Record of Utah County, thence S0°06'30"E along the extension of said deed 38.24 feet to the north line of that Real Property described in Deed Entry No. 169041 2007 of the Official Records of Utah County, thence along said deed the following 3 (three) courses and distances: S89°53'01"E 6.89 feet, thence S0°48'01"E 326.70 feet, thence N89°53'01"W 31.10 feet to the east line of that Real Property described in Deed Book 2606 Page 930 of the Official Records of Utah County, thence S0°48'01"E along said deed 318.58 feet to the north line of JESSIE'S BROOK Subdivision, Plat "A", according to the Official Plat thereof on file in the Office of the Utah County Recorder, thence N89°38'00"W along said plat 675.99 feet to the point of beginning.

Contains 10.68± acres  
37 Lots

**OWNER'S DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH  
S.S.  
COUNTY OF \_\_\_\_\_

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MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC  
RESIDING IN \_\_\_\_\_ COUNTY

MY COMMISSION No. \_\_\_\_\_

PRINTED FULL NAME OF NOTARY

**ACCEPTANCE OF LEGISLATIVE BODY**

THE CITY COUNCIL OF SPRINGVILLE, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

MAYOR \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_

APPROVED \_\_\_\_\_

ATTEST \_\_\_\_\_

CITY ENGINEER (SEE SEAL BELOW)

CITY RECORDER (SEE SEAL BELOW)

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2017 BY THE SPRINGVILLE CITY PLANNING COMMISSION.

COMMUNITY DEVELOPMENT DIRECTOR \_\_\_\_\_

CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_

PLAT "A"

**MEADOW WALK**

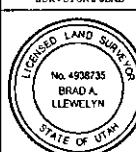
SUBDIVISION  
NW1/4 OF SECTION 5, T8S, R3E, S.L.B. & M.  
SPRINGVILLE CITY, UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL



ROYAL

DATE \_\_\_\_\_

## **SURVEYOR'S CERTIFICATE**

I, Brad A. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 4938735 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

ENT 72649:2017 PG 12 of 16

\_\_\_\_\_  
Brad A. Llewelyn  
Professional Land Surveyor  
Certificate No. 4938735

\_\_\_\_\_  
Date

## **BOUNDARY DESCRIPTION**

A portion of the NW1/4 of Section 5, Township 8 South, Range 3 East, Salt Lake Base and Meridian, Springville, Utah, more particularly described as follows:

Beginning at a point on the easterly line of that Real Property described in Deed Entry No. 73346:2009 of the Official Records of Utah County located N0°35'28"W along the Section line 757.70 and East 1,586.74 feet from the West 1/4 Corner of Section 5, T8S, R3E, S.L.B. & M. (Basis of Bearing: S0°36'05"E along the Section line between the West 1/4 Corner and the Southwest Corner of Section 5, T8S, R3E, SLB&M); thence N0°24'55"E along said deed 675.45 feet to the south line of a Boundary Line Agreement described in Deed Book 2871 Page 290 of the Official Records of Utah County; thence along said line the following 2 (two) courses and distances: N89°50'10"E 8.35 feet; thence N89°41'35"E 677.85 feet to the southeast corner of that Real Property described in Deed Entry No. 77342:2002 of the Official Record of Utah County; thence S0°08'30"E along the extension of said deed 38.24 feet to the north line of that Real Property described in Deed Entry No. 169041:2007 of the Official Records of Utah County; thence along said deed the following 3 (three) courses and distances: S89°53'01"E 6.89 feet; thence S0°48'01"E 326.70 feet; thence N89°53'01"W 31.10 feet to the east line of that Real Property described in Deed Book 2606 Page 950 of the Official Records of Utah County; thence S0°48'01"E along said deed 318.58 feet to the north line of JESSIE'S BROOK Subdivision, Plat "A", according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence N89°38'00"W along said plat 675.99 feet to the point of beginning.

Contains: 10.68± acres  
37 Lots

## **OWNER'S DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 20\_\_

## **ACKNOWLEDGMENT**

# Exhibit B

ENT 72649:2017 PG 13 of 16

## SPRINGVILLE CITY Meadow Walk Bond Form

Development Name	Meadow Walk	Owner(s)	Date	3/7/2017
Bond ( ) Cash ( ) Letter		Name of Bank	Attn:	
Date of DRC Approval		Address of Bank		

### Sewer

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
8" Main	1,532	lf	\$ 60.00	\$ 91,909.80		\$ -		\$ -
48" Manhole	5	each	\$ 3,500.00	\$ 17,500.00		\$ -		\$ -
60" Manhole	2	each	\$ 4,500.00	\$ 9,000.00		\$ -		\$ -
60" Cast-in-Place Manhole	1	each	\$ 6,500.00	\$ 6,500.00		\$ -		\$ -
4" Lateral	36	each	\$ 1,150.00	\$ 41,400.00		\$ -		\$ -
Air Test	1,532	lf	\$ 0.85	\$ 1,302.06		\$ -		\$ -
Deflection Test	1,532	lf	\$ 0.85	\$ 1,302.06		\$ -		\$ -
Jet Cleaning	1,532	lf	\$ 0.40	\$ 612.73		\$ -		\$ -
Televising	1,532	lf	\$ 0.55	\$ 842.51		\$ -		\$ -
Manhole Vacuum Test	5	each	\$ 60.00	\$ 300.00		\$ -		\$ -
Concrete MH Collars	5	each	\$ 350.00	\$ 1,750.00		\$ -		\$ -
<b>Sub-total Sewer</b>				<b>\$ 172,419.15</b>		<b>\$ -</b>		<b>\$ -</b>

### Water

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
8" Main	1766	lf	\$ 45.00	\$ 79,470.00		\$ -		\$ -
8" Valve	15	each	\$ 1,300.00	\$ 19,500.00		\$ -		\$ -
Concrete Valve Box Collar	22	each	\$ 300.00	\$ 6,600.00		\$ -		\$ -
Fitting	7	each	\$ 1,150.00	\$ 8,050.00		\$ -		\$ -
1" Service	36	each	\$ 1,200.00	\$ 43,200.00		\$ -		\$ -
Blowoff	1	each	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -
Fire Hydrant Assembly	7	each	\$ 4,000.00	\$ 28,000.00		\$ -		\$ -
Connect to Existing	3	each	\$ 1,000.00	\$ 3,000.00		\$ -		\$ -
Tracer Wire	1766	lf	\$ 0.45	\$ 794.70		\$ -		\$ -
Air Inlet and Removal	1	each	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -
<b>Sub-total Water</b>				<b>\$ 193,114.70</b>		<b>\$ -</b>		<b>\$ -</b>

### Pressurized Irrigation

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
6" Main	1846	lf	\$ 40.00	\$ 73,840.00		\$ -		\$ -
6" Valve	15	each	\$ 1,100.00	\$ 16,500.00		\$ -		\$ -
Concrete Valve Box Collar	15	each	\$ 300.00	\$ 4,500.00		\$ -		\$ -
Fitting	7	each	\$ 1,150.00	\$ 8,050.00		\$ -		\$ -
Blowoff	1	each	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -
1" Service	36	each	\$ 1,100.00	\$ 39,600.00		\$ -		\$ -
Drain	2	each	\$ 500.00	\$ 1,000.00		\$ -		\$ -
Connect to Existing	3	each	\$ 1,000.00	\$ 3,000.00		\$ -		\$ -
Tracer Wire	1846	lf	\$ 0.45	\$ 830.70		\$ -		\$ -
<b>Sub-total Pressurized Irrigation</b>				<b>\$ 149,320.70</b>		<b>\$ -</b>		<b>\$ -</b>

### Storm Drain

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
8" Pipe (SDR-35)	93	lf	\$ 45.00	\$ 4,185.00		\$ -		\$ -
15" Pipe (RCP)	1149	lf	\$ 55.00	\$ 63,195.00		\$ -		\$ -
18" Pipe (RCP)	710	lf	\$ 70.00	\$ 49,700.00		\$ -		\$ -
60" Manhole	5	each	\$ 3,800.00	\$ 19,000.00		\$ -		\$ -
Curb Face Inlet box	8	each	\$ 2,200.00	\$ 17,600.00		\$ -		\$ -
Combo Box	7	each	\$ 3,200.00	\$ 22,400.00		\$ -		\$ -
SD Inlet Box	4	each	\$ 1,500.00	\$ 6,000.00		\$ -		\$ -
Connect to Existing	4	each	\$ 250.00	\$ 1,000.00		\$ -		\$ -
Televising	1952	lf	\$ 0.55	\$ 1,073.60		\$ -		\$ -
<b>Sub-total Storm Drain</b>				<b>\$ 184,153.60</b>		<b>\$ -</b>		<b>\$ -</b>

**Streets**

Improvement	Quantity	Unit	Unit Cost	Amount	This Draw	Release	To Date	All Draws
3" Asphalt	77850	sf	\$ 1.60	\$ 124,560.00		\$ -		\$ -
1.5" Mill & Overlay	20010	sf	\$ 0.80	\$ 16,008.00		\$ -		\$ -
8" Roadbase	77850	sf	\$ 1.00	\$ 77,850.00		\$ -		\$ -
18" Imported Fill	77850	sf	\$ 2.40	\$ 186,840.00		\$ -		\$ -
24" Curb & Gutter (includes road base)	4450	lf	\$ 24.00	\$ 106,800.00		\$ -		\$ -
5' Sidewalk (includes road base)	22050	sf	\$ 7.00	\$ 154,350.00		\$ -		\$ -
3' Gravel Shoulder	1980	sf	\$ 1.00	\$ 1,980.00		\$ -		\$ -
Pedestrian ADA Ramp	14	each	\$ 1,500.00	\$ 21,000.00		\$ -		\$ -
Remove and Dispose Asphalt	15825	sf	\$ 0.75	\$ 11,868.75		\$ -		\$ -
Remove and Dispose of Concrete-lined Ditch	635	lf	\$ 2.50	\$ 1,587.50		\$ -		\$ -
Survey Monuments	3	each	\$ 1,000.00	\$ 3,000.00		\$ -		\$ -
<b>Sub-total Streets</b>				<b>\$ 705,844.25</b>		<b>\$ -</b>		<b>\$ -</b>

**Total \$ 1,404,852.40**

Percent Complete

0%

Percent Release

0%

Total Release

\$

-

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

10% Warranty \$ 140,485.24

**TOTAL \$ 1,545,337.64**

\$

-

Less Prior Draws

\$0.00

Amount Due This Draw

\$

-

**Remaining Balance****\$ 1,545,337.64**

Signatures:

Brad Stapley - PW Admin

Jeff Anderson - City Engineer

Paul Curtis - PW Inspector

Date:

Developer

Street Signs	Each	Total
6	\$ 200.00	\$ 1,200.00
Inspection Fee		\$ 13,860.00

# Exhibit C



<b>Development Name:</b> Meadow Walk	<b>Plat:</b> A	<b>Date Submitted:</b>
<b>Owner/Contact:</b>	<b>Phone:</b>	<b>Mobile:</b>
		<b>Email:</b>
<b>PC -Preliminary Plan:</b>	<b>PC -Final Plan:</b>	March 22, 2016
<b>City Council Final Approval:</b> April 19, 2016	<b>Plat Expiration:</b>	April 19, 2017

The following items are required to be submitted in order to complete the recordation of the subdivision plat.

Required Items to be Submitted After City Council Approval	
	Final Drawings with any revisions required to be made. Please submit one (1) 11" X 17" set and an original .pdf file on disc of the final approved plat and construction drawings.
	Final Plat (Mylar/Vellum) -Plat shall be certified by a professional engineer or land surveyor and properly executed and acknowledged by all owners of the property and any other parties required for recordation.
	Performance Guarantee Bonds submitted to the City Engineer.
	Water Rights transferred to Springville City and tendered to the City Engineer (if commercial at time of building permit)
	Approved and signed Development Agreement (if applicable).
	Approved and signed Covenants, Conditions and Restrictions (if applicable) – Please Submit with 'Original' Signatures

## Recording Procedure

After the all of the above items have been submitted, the executed plat will then be submitted for the signature of the City Engineer, followed by the Planning Commission Chair and City Attorney, then forwarded to the Mayor and attested by the City Recorder. Other signatures that may be required are the Irrigation Co. and Questar Gas Co. The plat is then taken to the Office of the Utah County Recorder for recording by the City. Once the plat is recorded, applications for building permits will be accepted.

The following fees are required to be paid in full prior to the plat being recorded and/or building permit issuance.

Electrical Extension Fees: (GL# 3-6) <i>Commercial and Large Residential Developments require a written estimate from the Springville Power Department.</i>		Units @ \$	As per estimate	per unit = \$	42,290.73
Street Signs: (GL# 3-14)		6	Signs @ \$200 / Sign = \$		1,200.00
Street Trees: (GL# 3-22 ) (10-3600-632)		86	Trees @ \$315 / Tree = \$		27,090.00
Public Works Inspection Fee	(Will be assessed by the City Engineer) (10-3200-731) (GL#22-05)				13,880.00
Offsite Sewer & Storm Drain Connection	As per Development Agreement				6,890.00
Park Fees In Lieu of	Westfields Density Bonus Program (GL#3-27) (46-3600-900)				103,667.00
SUBTOTAL					194,997.73

<b>Utah County Recording Fees: (GL# 3-10)</b>	1	Vellum @ \$30 / Sheet = \$	30.00
<b>CCR'S/Declarations, Documents, etc:</b>	36	Lots / Units @ \$1 / unit = \$	36.00
Total # Pages _____ First Page = \$10 + \$2 ea. additional page x _____ pages	+ \$1 ea. unit @	Units = \$	-
<b>Make all Fees Payable to Springville City.</b>			<b>TOTAL RECORDING FEE = \$</b>
			<b>66.00</b>
			<b>GRAND TOTAL OF FEES DUE \$</b>
			<b>195,063.73</b>

# Exhibit D



## Springville City Corporation Development Fees and Recordation Worksheet

Springville

Development Name: Meadow Walk	Plat: A	Date Submitted:
Owner/Contact:	Phone:	Mobile:
		Email:
PC -Preliminary Plan:	PC -Final Plan:	March 22, 2016
City Council Final Approval: April 19, 2016	Plat Expiration:	April 19, 2017

The following items are required to be submitted in order to complete the recordation of the subdivision plat.

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	Water Rights transferred to Springville City and tendered to the City Engineer (if commercial at time of building permit)
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Street Signs: (GL# 3-14)		6	Signs @ \$200 / Sign = \$		1,200.00
Street Trees: (GL# 3-22 ) (10-3600-632)		86	Trees @ \$315 / Tree = \$		27,090.00
Public Works Inspection Fee	(Will be assessed by the City Engineer) (10-3200-231) (GL#22-05)				13,860.00
Offsite Sewer & Storm Drain Connection	As per Development Agreement				6,890.00
Park Fees in Lieu of	Westfields Density Bonus Program (GL#3-27) (45-3600-900)				103,667.00
SUBTOTAL					194,997.73

Utah County Recording Fees: (GL# 3-10)	1	Velum @ \$30 / Sheet = \$	30.00
CCR'S/Declarations, Documents, etc:	36	Lots / Units @ \$1 / unit = \$	36.00
Total # Pages _____ First Page = \$10 + \$2 ea. additional page x _____ pages	+ \$1 ea. unit @	Units = \$	-
Make all Fees Payable to Springville City.		TOTAL RECORDING FEE = \$	66.00
		GRAND TOTAL OF FEES DUE \$	195,063.73