

## **ADDENDUM TO THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT FOR PROVIDENCE HIGHLANDS SUBDIVISION PHASE 1**

This ADDENDUM TO THE PUBLIC IMPROVEMENT INSTALLATION AND DEVELOPMENT AGREEMENT is made this 8<sup>th</sup> day of April, 2005, by and between **Providence City**, a Utah municipal corporation (the "City"); and **Providence Highlands Phase 1 LC**, (the "Developer"); in contemplation of the following facts and circumstances:

A. The Developer is the owner of certain parcels of real property (the "Development Property") located within the corporate limits of the City.

B. The City is a Utah municipal corporation that has jurisdiction over the development of the Development Property.

C. The Developer has submitted to the City a final plat of the Development Property and the City has approved the Final Plat for final approval in accordance with the applicable Subdivision Ordinances of the City.

D. In accordance with the Final Plat previously submitted to the City and as required by the Subdivision Ordinances of the City, the Developer has submitted to the City the proposed final plat for the development of the Development Property for a residential subdivision to be known as **Providence Highlands Subdivision Phase 1** (the "Subdivision"). A copy of the fully executed Final Plat (the "Final Plat") that has been approved by the City is attached hereto as Exhibit "A". The improvements located within the proposed public right of way of the Subdivision are more fully described on the approved construction plans attached hereto as Exhibit "B" (collectively the "Approved Plans"). Said improvements shall be installed by the Developer. The estimated quantities of said improvements and the costs thereof are more fully set forth on Exhibit "C", attached hereto. The improvements set forth on Exhibit "B" and Exhibit "C" attached hereto are hereinafter collectively referred to as the "Public Improvements".

E. The Developer is desirous: (i) that the City approve the Final Plat and cause the Final Plat to be recorded with the Cache County Recorder as set forth herein; and (ii) to construct and install the Public Improvements in accordance with the Final Plat and the Approved Construction Plans.

F. The City is willing to (i) approve the Final Plat and cause the Final Plat to be recorded with the Cache County Recorder as set forth herein; and (ii) allow the Developer to proceed with the construction of the Public Improvements in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Addendum and Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Approval of Final Plat and Construction Plans; Construction of Public Improvements by Developer.** The City has reviewed and approved (a) the Final Plat attached hereto as Exhibit "A" and the Approved Construction Plans attached hereto as Exhibit "B". Any changes to the

Approved Construction Plans shall require the written approval of the City Engineer. The Public Improvements shall be constructed and installed according to said Plat and Plans and to all applicable City Codes and Ordinances, State and Federal Law, and any other related codes and/or laws.

- a. Warranty Bond. Providence City Code 11-5-7:A. (modified 1/25/00)
  - i. The engineer's estimates for the public improvements are \$1,086,218; the amount required for said Warranty Bond is \$108,622.
- b. Completion Time Limit. Providence City Code 11-5-3. All public improvements shall be completed by the 28<sup>th</sup> day of February 2007 (not to exceed two (2) years after the date the construction drawings were approved by all required entities).
- c. "As-Built Construction Plans". Providence City Code 11-5-4:F.
- d. Completion of Construction. Providence City Code 11-5-4:G.
- e. Acceptance and Written Guarantee (Warranty Period). Providence City Code 11-5-5.
- f. The Developer shall in writing, no later than two weeks prior to the required date of completion, request inspection by the City Engineer and City Staff. As Built Drawings of the Public Improvements shall be submitted to the City at the time of inspection. Upon completion of the required inspections, the Developer will be notified in writing by the City whether or not the City has approved and accepted the Public Improvements. In the event that the City determines that any of the Public Improvements installed by the Developer are defective, the City shall notify the Developer in writing and set forth any defective Public Improvements that require either replacement or repair. Upon satisfactory replacement or repair of said defective Public Improvements by the Developer, the Developer shall request re-inspection of the Public Improvements in question, whereupon the City Engineer and City Staff will re-inspect the Public Improvements that have been either repaired or replaced to determine if the defective Public Improvements have been satisfactorily repaired or replaced.
- g. Upon completion of the construction of the Public Improvements and the approval and acceptance thereof by the City, the Developer shall provide to the City a one year written guarantee for all Public Improvements to the effect that the Developer shall agree to repair or replace any of the Public Improvements that are determined to be defective within one (1) year (the "Warranty Period") after the date that the City has approved and accepted Public Improvements. Said Warranty Period shall commence upon the date of written acceptance of the Public Improvements by the City and shall expire one (1) year thereafter. Specifically, the Developer shall warrant that the Public Improvements shall remain in good condition and free from all defects in performance, materials and workmanship during the Warranty Period except where such damage or defects are caused by verified acts of misuse, vandalism, or negligent acts of parties other than the Developer. In the event that the City discovers any defects in any of the Public Improvements during either the construction period or during the Warranty Period, the City shall deliver to the Developer a written notice (the "Public Improvement Repair Notice"), which Public Improvement Repair Notice shall be in substantially the same form and substance as the form attached hereto as Exhibit "D". The Public Improvement Repair Notice shall: (i) state that all or a portion of the Public Improvements are defective; (ii) set forth the nature and

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extent of the defects in the Public Improvements; (iii) put the Developer on notice that unless the Developer repairs or replaces the defective Public Improvements as required in the Public Improvement Repair Notice within ninety (90) days after Developer's receipt of the Public Improvement Repair Notice, the City may cause the Public Improvements to be repaired or replaced as set forth in the Public Improvement Repair Notice and may draw upon the Developer Warranty Bond Funds and/or require the Developer to pay the cost of the repair or replacement of said defective Public Improvements.

The Developer shall have ninety (90) days, weather permitting, after receipt of the Public Improvement Repair Notice to either repair or replace the defective Public Improvements in accordance with the Public Improvement Repair Notice. If the Developer fails to so repair or replace the defective Public Improvements, then the City may cause the defective Public Improvements to be either repaired or replaced, as the case may be. The City shall then have the right to be reimbursed the reasonable cost of the repair or replacement of the defective Public Improvements from the Developer Warranty Bond Funds, if sufficient. If not, the Developer will pay any balance due.

The foregoing notwithstanding, in the event that any defective Public Improvements are of such a nature that it is determined by the City, in its reasonable discretion, that such defective Public Improvements would pose a threat to the public safety if such defective Public Improvements are not repaired or replaced sooner than the above-referenced ninety (90) days, the City shall so notify the Developer by whatever means is reasonable for the given situation and state what the City has determined to be a reasonable time frame for repair or replacement of such defective Public Improvements. The Developer shall then either provide to the City reasonable assurances that such defective Public Improvements shall be either repaired or replaced within the applicable time period or authorize the City to undertake the repair or replacement of the defective Public Improvements in question. In the event that the Developer either (i) is unable to provide to the City reasonable assurances that the defective Public Improvements in question will be repaired or replaced within the time frame provided by the City; or (ii) authorizes the City to undertake the repair or replacement of the defective Public Improvements in question, the City may undertake the repair or replacement of the defective Public Improvements in question and shall have the right to be reimbursed from the Developer Warranty Bond Funds and/or from the Developer directly for the costs that have been reasonably incurred by the City to undertake the repair or replacement of the defective Public Improvements in question.

- h. The Developer may sell any of the Lots within the Subdivision as provided in accordance with City Ordinance 11-5-2
- i. The estimated quantities of the Public Improvements and the costs thereof are more fully set forth on the Public Improvement Construction Cost Breakdown, attached hereto as Exhibit "C".

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- 2. **Street Improvements.** The Developer agrees to construct the following streets as indicated on the Final Plat and the Approved Construction Plans:
  - a. **Grandview Drive.** The Developer agrees to construct Grandview Drive as shown

on the Approved Construction Plans.

- i. Off-Site Improvements. The Developer will not be required to construct or pay for any off-site improvements for the existing segment of Grandview Drive.
  - ii. Grandview Circle. The City agrees Grandview Circle will be built using the 60' profile approved for Sunset Cove in the Sunset Estates Subdivision. The detail for this modified profile is shown on the Approved Construction Drawings.
  - iii. Temporary Turn-around. The Developer agrees to construct a temporary turn-around on the south end of Grandview Drive as shown on the Approved Construction Drawings. The Developer will maintain the temporary turn-around until Grandview Drive is extended beyond the south boundary of this Subdivision.
- b. Hidden View Drive. The City agrees Hidden View Drive will be built using the 60' profile approved for Sunset Cove in the Sunset Estates Subdivision. The detail for this modified profile is shown on the Approved Construction Drawings.
- c. 1250 South. The City agrees 1250 South will be built using the 60' profile approved for Sunset Cove in the Sunset Estates Subdivision. The detail for this modified profile is shown on the Approved Construction Drawings.
- i. Temporary Turn-around. Because of the topography, the City agrees the Developer will not be required to construct and maintain a temporary turn-around at the west end of 1250 South. The Developer agrees to construct 1250 South to the west end of the Subdivision as shown on the Approved Construction Drawings. The Developer agrees to furnish, install and maintain barricades preventing traffic flow west of the Hidden View Drive intersection. Ent 887345 Bk 1347 Pg 1046
  - ii. Lot 16 Restricted. Lot 16 will be a restricted lot. No building permits will be issued for Lot 16 until 1250 South extends west connecting with Hillsborough Drive.
- d. Forgotten Lane. The Developer agrees to construct Forgotten Lane as shown on the Approved Construction Drawings.
- i. Off-Site Improvements. The Developer agrees to extend Forgotten Lane from the north boundary of the Subdivision to intersect with 1000 South. Because of the topography on the west side of the road, the Developer agrees to construct a retaining wall with a guard rail and the City will allow a monolithic curb, gutter, and sidewalk as shown on the Approved Construction Drawings. If the topography on the east side of the road requires a retaining wall, the Developer agrees to construct a retaining wall (with guard rail, if necessary) and a standard curb, gutter, sidewalk. The Developer agrees to obtain easements if necessary. These improvements will be completed at the Developer's expense and will not be reimbursed by the City.
  - ii. On-Site Improvements. The City agrees Forgotten Lane will be built using the 60' profile approved for Sunset Cove in the Sunset Estates Subdivision. The detail for this modified profile is shown on the Approved Construction Drawings.
- e. 1000 South (off-site improvements). The Developer agrees to extend 1000 South

from Foothill Drive west to approximately 470 East as shown on the Approved Construction Plans.

- i. Shared Development Costs. The Developer has submitted a Statement of Costs as described in Providence City Code 11-5-14:4.a.
- ii. City Participation. The City agrees to contact the adjacent property owners on the north side of 1000 South to acquire additional property and construction easements for a 60' right-of-way. If the negotiations fail and the City does not take legal action to acquire the property, the City agrees to allow 1000 South to be built with a 50' profile matching that installed through Orchard Hills. The City agrees to reimburse the Developer for 50% of the construction costs of the off-site improvements on 1000 South as shown on the Approved Construction Plans using the approved unit costs. The City agrees to reimburse the Developers for 100% of the curb, gutter, and sidewalk on the north side of the Wolford lot. The City will not reimburse the Developer for engineering or design fees, construction surveying, or staking.

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3. Off Street Parking. All property owners within the subdivision will provide adequate off street parking in accordance with the Subdivision Ordinances.

4. Water Improvements. The Developer agrees to install the following water improvements in accordance with the Approved Construction Plans:

- a. Water Service into Each Lot. The Developer shall provide a one inch (1") service line to each building site located within the Subdivision and shall install the appropriate approved yoke, barrel and lid. The meter barrel will be centered in the park strip and marked with a steel post. Each unit shall be serviced with a separate meter.
- b. Back Flow Prevention. An approved back flow assembly will be required to be installed on the back side of the meter on each service line.
- c. Water lines shall have a minimum 5' of cover. The Developer shall install all lines with a minimum of 5-foot of cover. Verification is required.
- d. Extension of water main line in 1000 South (off-site improvement). The Developer agrees to extend the 8" water main line and associated appurtenances from Foothill Drive to approximately 470 East as shown on the Approved Construction Plans. The City agrees to reimburse the Developer for this extension using the approved unit costs. The City will not reimburse the Developer for engineering or design. However, construction surveying and staking will be included as a construction cost.
- e. Second source of culinary water to Comb Flat Reservoir (off-site improvement). The Developer agrees to design and install a second source of culinary water to Comb Flat Reservoir. The Developer understands this design and all required permits must be approved by the City and the State of Utah. The City agrees to allow the Developer to construct this off-site improvement concurrently with the subdivision improvements. The City will not reimburse the developer for these off-site improvements.
  - i. Shared Development Costs. The Developer has submitted a Statement of Costs as described in Providence City Code 11-5-14:4.a.

- ii. Construction start date. The Developer agrees to have the necessary approvals and permits and start construction of the second source of culinary water to Comb Flat Reservoir on or before May 31, 2005. If the Developer fails to meet the May 31 2005 start date, the Developer agrees the City will issue a stop work order on all homes under construction on June 1, 2005. The stop work order will remain in effect until construction on the second source of culinary water to Comb Flat Reservoir is approved and begins. The Developer agrees once construction of the second source of culinary water to Comb Flat Reservoir begins, it will continue at a pace to be completed by September 1, 2005. If the construction ceases or slows to a rate that will not meet the September 1, 2005 finish date, the City will issue a stop work order on all homes under construction. The Developer agrees to provide notification to contactors and/or homeowners of this restriction. The Developer agrees to provide the City with a written acknowledgment of notification from the contractor and/or homeowner prior to the issuance of a building permit.
- iii. Restriction of Certificates of Occupancy. The City agrees to issue building permits according to Providence City Code 11-5-2 and the exception noted in Resolution 05-005 and shown on Exhibit "F" (see also 10.c. below). The Developer agrees no Certificates of Occupancy (temporary or permanent) will be issued until the second source of culinary water to Comb Flat Reservoir is complete and in operation with an approved operating permit from the State. The Developer agrees to provide notification to contractors and/or homeowners of this restriction. The Developer agrees to provide the City with a written acknowledgment of notification from the contractor and/or homeowner prior to the issuance of a building permit.

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**5. Fire Protection.**

- a. The Developer shall install fire hydrants and lines as shown on the Approved Construction Drawings.
- b. If current water pressure and flow are not adequate to provide fire protection as required by the Fire Marshall, the Developer agrees to design and install off-site improvements necessary for required water pressure and flow. The design must be approved by the City. The City will not reimburse the Developer for these off-site improvements.

**6. Sanitary Sewer Improvements.** The Developer agrees to install the following sanitary sewer improvements in accordance with the Approved Construction Plans:

- a. Manholes will be built as shown on the Approved Construction Plans and the Construction Notes.
- b. 4" Service Stubs. A 4" service stub shall be installed to each lot 5' inside property line, capped and marked with a 2"x4" post extending 4' above ground and wrapped with No. 9 wire, which connects to the end of the 4" service line.
- c. Inspections. All installation of sewer services requires inspection by Providence City before the trench is backfilled. A pre-notification of 48 hours is required.

- d. Before the sewer improvements are accepted by the City, the Developer shall be required to have the line video taped and an acceptable copy of the tape shall be labeled and furnished to the City. This shall be done at the Developer's expense as part of the minimum improvements, before any home shall be connected and before the asphalt is installed. Tests results must be accepted by the City prior to the acceptance of the minimum improvements.
- e. Extension of sewer main line in 1000 South (off-site improvement). The Developer agrees to extend the 8" sewer main line from Foothill Drive to approximately 470 East as shown on the Approved Construction Plans. The City agrees to reimburse the Developer for this extension using the approved unit costs. The City will not reimburse the Developer for engineering or design fees. However, construction surveying and staking will be included as a cost of construction.

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7. **Water Shares.**

- a. The Developer and the City have entered into a Water Conveyance Agreement adopted and approved by Providence City Resolution 05-002, and executed by both parties to this Development Agreement and Addendum. One of the parties to the Water Conveyance Agreement is not a party to this Development Agreement and Addendum. Imagine Development, LC is a party to the Water Conveyance Agreement, but not this Development Agreement and Addendum. Therefore, Imagine Development, LC shall sign this addendum solely to indicate its intention and agreement that said Water Conveyance Agreement is an integral part of this Agreement and must be honored as a part of the fulfillment of this Development Agreement and Addendum by the Developer.

8. **Irrigation Ditches.**

- a. The irrigation ditches are private water laterals; the City accepts no responsibility or liability for any changes in irrigation ditches or canals, or assumed ditch and/or canal right-of-way.
- b. The maintenance and repair of the piped irrigation ditches are the sole responsibility of the irrigation water user(s) and/or Developer. The City has no responsibility for repair and maintenance. The City has no liability should the ditch fail due to design, repair, maintenance, vandalism and/or acts of nature.
- c. The Developer agrees to have the contractor locate and protect existing irrigation pipelines, and re-route and/or repair as necessary. If re-routing is necessary, a letter of approval from the Irrigation Company will be required.

9. **Storm Drain Control and Maintenance.** The Developer agrees to install storm water control and all required pipe lines, ponds, and other appurtenances as shown on the Approved Construction Plans.

- a. The Developer agrees to design and submit a Storm Water Pollution Prevention Plan to the State of Utah for approval and all other associated permits such as off-site grading, on-site grading for roads, on-site grading for lots, etc.
- b. The Developer shall be responsible for the installation of all detention/retention ponds. As noted on the final plat, the owners of Lots 8, 9, 11, and 15 shall be responsible for the maintenance of the detention/retention ponds on their individual lots. Maintenance shall be completed in a way to always allow storm

water to enter the pond, be detained/retained and exit the pond in the flow requirements as per specifications approved for this subdivision. The purpose of this pond is for storm water control. The purpose of the ponds and grading cannot be altered within the detention pond easement.

- c. The Developer agrees to notify property owners, contractors, and the Homeowners Association, in writing, of on going storm water and erosion control requirements.

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**10. Construction Period.** The Developer agrees to observe the following procedures, as necessary, during the construction period:

- a. Mud Prevention. The Developer agrees to provide and maintain at its expense a gravel access drive at the entrance to the subdivision, and take any other measures necessary during construction of the Public Improvements for prevention of mud on the streets. This may include a wash down area, as needed, to prevent the tracking of mud from the Subdivision onto existing roads. Water use for this will be metered and charged as per the Providence City Fire Hydrant Policy and a permit is required.
- b. Dust Control. The Developer shall control dust on site that is generated by the construction and/or equipment used on the Development. The Developer shall sprinkle the roadway and construction area a minimum of once daily or as may be required by the Public Works Director or the Inspector. If using Providence City water, a permit must be obtained from the Public Works Director.
- c. Installation of Minimum Improvements Prior to Issuance of Building Permit. In accordance with the requirements of City Ordinance 11-5-2 and the exception noted in Resolution 05-005 and shown on Exhibit "E". The Developer agrees no Certificates of Occupancy (temporary or permanent) will be issued until the minimum improvements in the entire subdivision are installed and accepted by the City. The Developer agrees to provide notification to contractors and/or homeowners of this restriction. The Developer agrees to provide the City with a written acknowledgment of notification from the contractor and/or homeowner prior to the issuance of a building permit. The following minimum Public Improvements must be completed before a building permit can be issued for construction of any buildings within the Subdivision:
  - i. Water, sewer, power and all other utilities (including but not limited to conduit for gas, telephone, cable television, storm drain; service lines and laterals for water and sewer) that will be placed in the road bed as identified on the Approved Construction Drawings.
  - ii. Inspections. Sewer and water must be inspected, tested and approved (including the placement of the meter barrel).
  - iii. Fire Service. Fire service must be available within the subdivision.
  - iv. Roads. Road surfaces must be passable and include the placement of road base(s) as approved by the City Engineer and emergency services.
  - v. BEFORE CONSTRUCTION A pre-construction meeting is required prior to any construction. Contact public works department.

These minimum improvements are more than are required by 11-5-2 of the Subdivision Ordinance, but are the ones specifically required for this Development. Any place in this Development Agreement and Addendum that



refers to the minimum improvement requirements before a building permit is issued shall be deemed to refer to the minimum improvements stated in this subparagraph 10.c.

- d. If a temporary crushing and/or screening structure is allowed, the Developer agrees to obtain required permits from State and/or Federal entities.

In the event that any lot owner requests a building permit after completion of the minimum Public Improvements as set forth above, but prior to the entire completion of the Public Improvements as set forth in the Approved Construction Drawings, the Developer shall provide a completion bond as more fully set forth in Section 1(h), above.

11. **Walking Trail.** The Developer is providing walking paths within the subdivision. The walking paths will not be dedicated to the City, but they will be open to the general public. The City will not be responsible for maintenance nor liable by reason of their use in any manor.
12. **Landscaping.** A landscaping plan is not required for this Subdivision. However, as noted on the final plat, open space will be maintained by the Homeowners Association.
13. **Street Lighting.** The Developer agrees to install outdoor lighting conduit in accordance with the Approved Construction Plans. The locations of the street lights are shown on the Approved Construction Plans.
14. **Street Signs.** The Developer agrees to pay for the cost to purchase and the installation of roadway signs as required by the Public Works Director. The City will provide the Developer with unit costs of the signs. The City shall install the signs. Any delineators and barriers required will be furnished, installed and maintained by the Developer.
15. **Miscellaneous Provisions.**
  - a. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
  - b. **Attorneys Fees.** In the event it becomes necessary for any party to this Agreement to commence legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.
  - c. **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

To the City:

Ent 887345 Bk 1347 Pg 1051

Providence City  
15 South Main Street  
Providence, Utah 84332

To the Developer:

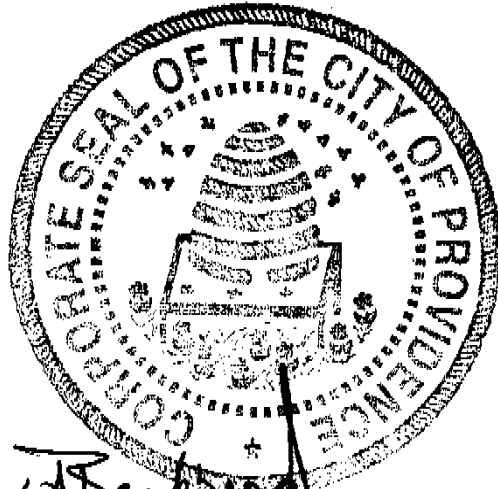
Providence Highlands Phase 1 LC  
Imagine Development  
965 East 3300 South  
Salt Lake City UT 84106

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Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

- d. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.
- e. Captions. The article and section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.
- f. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.
- g. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, representations or understandings between them relating to the subject matter hereof. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Agreement.
- h. Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.
- i. Further Action. The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.
- j. Recitals; Exhibits. All factual Recitals set forth herein shall be considered part of this Agreement. All Exhibits attached to this Agreement are expressly made a part hereof as fully as though they were completely set forth herein.
- k. Amendments. Any amendments to this Agreement must be agreed to in writing by both parties.

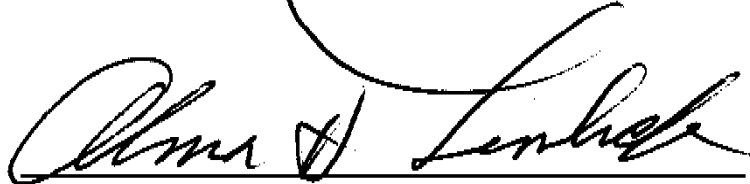
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.



Attest:

  
Skarlet Bankhead  
City Recorder

The City:  
**PROVIDENCE CITY,**  
a Utah municipal corporation

A handwritten signature in black ink, appearing to read "Alma H. Leonhardt", written over a horizontal line.

By: Alma H. Leonhardt  
Its: Mayor

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Providence Highlands Phase 1 LC

A handwritten signature in black ink, appearing to read "Richard R. Arnold, Jr.", written over a horizontal line.

By: Richard R. Arnold, Jr.

Its: Attorney-in-Fact

**Exhibit "A"**

**Final Plat**

On file at the Providence City Office

Ent **887345** Bk **1347** Pg **1054**

**Exhibit "B"**

**Approved Construction Plans**

The Approved Construction Plans are in the office of the Providence City Public Works Director.

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**Exhibit "C"**

**Public Improvement Construction Cost Breakdown**

Sanitary Sewer	\$173,149
Culinary Water	\$225,273
Asphalt Paving	\$220,260
Storm Drain	\$78,305
Curb & Gutter	\$91,665
Sidewalks	\$74,205
Retaining Wall	\$19,800
Utilities	<u>\$18,200</u>
<b>Subtotal</b>	<b>\$901,218</b>
Comb Flat	\$130,000
1000 South	<u>\$55,000</u>
<b>Subtotal</b>	<b>\$185,000</b>
<b>Total</b>	<b>\$1,086,218</b>

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# Exhibit "C"

## Public Improvement Construction Cost Breakdown (cont.)

### RUPP TRUCKING ENT. INC.

7905 West 9600 North  
Tremonton UT 84337  
(435) 257-7333  
FAX (435) 257-1812

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JOB NAME: PROVIDENCE HIGHLANDS

1000 S. STREET

DATE: 3/14/2005

OWNER: MARK COHEN

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	
	IMPROVEMENTS ON 1000 S. STREET				
	SEWER				
1	PRECAST MANHOLES	2	EA	\$2,100.00	\$4,200.00
2	8" PVC	790	LF	\$18.65	\$14,733.50
3	SEWER LATERAL	43	LF	\$18.65	\$801.95
3A	BEDDING MATERIAL	373	TON	\$10.00	\$3,730.00
	WATER				
4	8" GATE VALVES	4	EA	\$1,037.00	\$4,148.00
5	8" TEES	2	EA	\$665.00	\$1,330.00
6	8" DI WATER LINE	770	LF	\$23.90	\$18,403.00
7	WATER LATERAL	28	LF	\$7.00	\$196.00
7A	METER BOXES RINGS, COVERS, INCLUDING SADDLES, BALL CORP AND 1" SETTERS	1	EA	\$600.00	\$600.00
7B	BEDDING MATERIAL	320	TONS	\$10.00	\$3,200.00
	ROAD				
8	CURB AND GUTTER	1850	LF	\$10.50	\$19,425.00
9	SIDEWALK	840	LF	\$8.50	\$7,140.00
10	ASPHALT	29785	SQFT	\$0.68	\$20,253.80
11	ASPHALT REMOVED	608	SQFT	\$1.00	\$608.00
12	CONCRETE REMOVED	312	SQFT	\$3.00	\$936.00
13	NEW CONCRETE	312	SQFT	\$12.00	\$3,744.00
14	CUTS	2908	CYD	\$4.50	\$13,086.00
15	PIT RUN	1888	TONS	\$6.50	\$12,272.00
16	4" ROAD BASE	650	TONS	\$10.91	\$7,091.50
	STORM DRAIN				
17	CATCH BASINS	2	EA	\$900.00	\$1,800.00
18	18" ADS	60	LF	\$22.00	\$1,320.00
18A	BEDDING MATERIAL	50	TONS	\$10.00	\$500.00
19	LANDSCAPING REPAIR ON WOLFORDS IRRIGATION SYSTEM AND TOPSOIL	150	LF	\$10.00	\$1,500.00
20	PRV STATION	1	LS	\$16,777.00	\$16,777.00
21	RECONSTRUCT MANHOLE	1	EA	\$2,100.00	\$2,100.00
22	BACKFILL PARK STRIP WITH	1850	LF	\$2.00	\$3,700.00
23	FENCE	150	LF	\$5.00	\$750.00
	TOTAL				\$164,345.75

NOTE: ITEM NO. 14 PRICING IS CONDITIONED UPON THE CONDITION OF MATERIAL. IF WE ARE ABLE TO USE A SCRAPER FOR THIS ITEM, IT WILL BE BILLED AT \$2.00 PER CYD.

BLAINE RUPP

**Exhibit "D"**

**Form of Public Improvement Repair Notice**

[City of Providence Letterhead]

**PUBLIC IMPROVEMENT REPAIR NOTICE**  
**Providence Highlands Subdivision Phase 1**

[Date]

CERTIFIED MAIL NO.

Re: Notice to Replace or Repair Defective Public Improvements

Dear \_\_\_\_\_:

Ent **887345** Bk **1347** Pg **1058**

This is to notify you that pursuant to an inspection by the City of Providence of the Public Improvements installed by you in accordance with that certain PUBLIC IMPROVEMENT INSTALLATION AND DEVELOPMENT AGREEMENT (the "Public Improvement Agreement") dated \_\_\_\_\_, 2004, the City of Providence has determined that certain Public Improvements installed by you are defective and require either repair or replacement. The defective Public Improvements are as follows:

*[Set forth in detail the nature and extent of the defective Public Improvements]*

You are hereby put on notice that unless you either repair or replace the defective Public Improvements as required by this Public Improvement Repair Notice within ninety (90) days *[or state a shorter time frame if the nature of the defective public improvements poses a health and/or safety hazard if not repaired before the 90 day period]* after your receipt of this Public Improvement Repair Notice, weather permitting, the City shall cause the Public Improvements to be repaired or replaced as set forth herein and shall draw upon the Developer Warranty Bond Funds deposited in accordance with the terms and conditions of the Public Improvement Agreement to reimburse the City for the cost of the repairs or replacement of said Public Improvements.

Sincerely Yours,  
Providence City,

By:

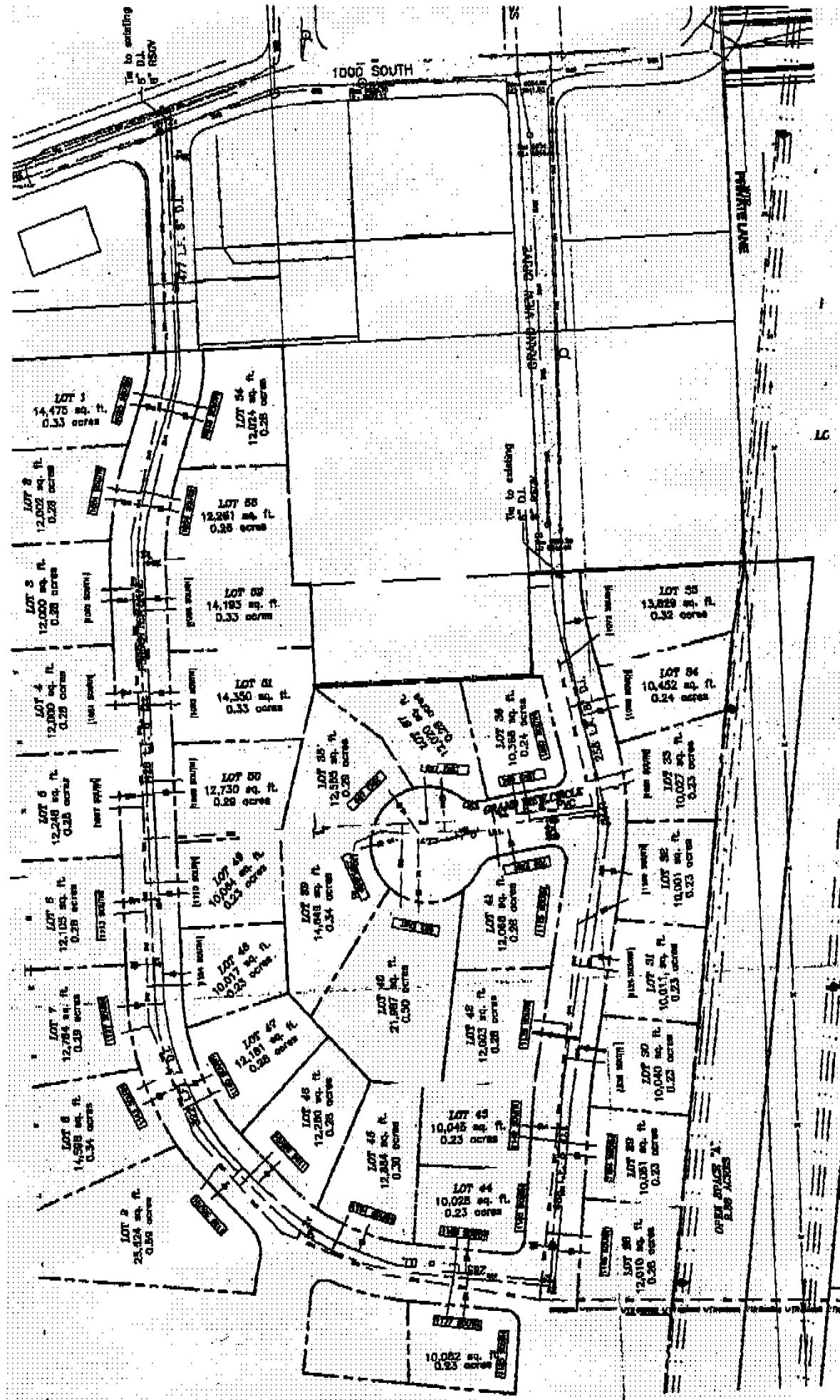
Print Name



## Exhibit "E"

### Minimum Improvement Exception Granted by Resolution 05-005

Ent 887345 Bk 1347 Pg 1059



Providence City Council to utilize Providence City Code 11-5-15:D and allow building permits to be issued after the minimum improvements are accepted in the north loop of Phase 1; but prior to the minimum improvements being complete in the entire phase.