RESOLUTION #51-2018

A RESOLUTION APPROVING AN EXTENSION OF TIME FOR THE CONSTRUCTION OF REQUIRED PUBLIC IMPROVEMENTS FOR BUEN CAMINO, A LOT LINE ADJUSTMENT IN THE R-2 AT 459 AND 469 BOWEN CIRCLE

WHEREAS, Chad and Margaret Harris, “Owners” of 459 and 469 Bowen Circle, Moab, Utah, applied on February 16, 2015, for the approval of a simple lot line adjustment for the described properties; and

WHEREAS, Owners are proposing to construct a single family residence on Lot 1 and a duplex on Lot 2; and

WHEREAS, the proposed uses are allowed in the R-2 as listed in Moab Municipal Code (MMC) Chapter 17.45.020, Use Regulations; and

WHEREAS, subsequent to review of the proposed boundary line adjustment, the City of Moab Engineering Department determined that there were public improvements needing to be constructed for the project; and

WHEREAS, with the recording of the plat, the Applicant executed a Development Improvements Agreement (Agreement) with the City of Moab for the improvements listed in the Agreement; and

WHEREAS, Owner furnished cost estimates for required improvements and agrees to construct the improvements as attached to the Development Improvements Agreement as “Required Improvements”; and

WHEREAS, Owner has applied for an extension of the deadline to complete the required public street improvements as described in the Improvements Agreement approved by City Council with the adoption of Resolution #10-2017 on February 14, 2017.

NOW, THEREFORE, be it resolved with the adoption of Resolution #51-2018, City Council hereby approves the request for an extension of time not to exceed 180 days for the completion of the construction of the required improvements, as attached, for the Buen Camino Subdivision, and Council authorizes the Mayor to sign the Agreement.


SIGNED:

______________________________
Emily S. Niehaus, Mayor

ATTEST:

__________________________________
Rachel Stenta, Recorder
A FINAL PLAT OF
BUEN CAMINO SUBDIVISION:
A SUBDIVISION OF ROYCE SUBDIVISION, A SUBDIVISION OF
LOT 22 OF THE BOWEN PLAT OF NICHOLS-BOWEN SUBDIVISION,
409 BOWEN CIRCLE, SECTION 6, T.26S., R.22 E., SLBM,
MOAB CITY, GRAND COUNTY, UTAH

SCALE: 1" = 20'
THE PLAT LOCATED IN
THE NE 1/4
T 26 S., R 22 E.,
SLBM.

NOTES:
1. MOAB CITY ZONING B-2 RESIDENTIAL ZONE.
2. LOCATION OF EXISTING AND PROPOSED WATER SUPPLY AND SEWER
SYSTEM TO BE LOCATED BY BLUE STAKES AND PROPOSED
HEAVY LINES TO BE ANCHORED WITH INDIVIDUAL UTILITY MARKERS.
3. PROPOSED LINES COWES FROM THIS SUBDIVISION AMENDMENT
SHALL NOT REQUIRE THE PURCHASER TO COMPLY WITH THE REQUIREMENTS OF THE CITY'S STORM DRAINAGE
ORDINANCE.
4. PROPERTY LINES GRANTED FROM THIS SUBDIVISION AMENDMENT
SHALL NOT REQUIRE THE PURCHASER TO COMPLY WITH THE REQUIREMENTS OF THE CITY'S FIRE PROTECTION
ORDINANCE.
5. 10 FOOT WIDE PUBLIC UTILITY, IMPROVEMENT AND EASEMENT ALONG THE WEST AND NORTH PROPERTY LINES AS REQUIRED
BY THE CITY OF MOAB, MOAB CITY, UTAH, AND AS REQUIRED BY THE COUNTY
RECORDS OFFICE.
6. 409 ROYCE ST. ROAD DESIGNATION PARCEL AS RECORDED IN ENTRY
#350993, BOOK 175 PAGE 423 WITH THE GRAND COUNTY
RECORDS OFFICE.

SURVEYORS CERTIFICATE:
SURVEYED BY KEOGH & ROSENBERG, SURVEYORS.

LEGAL DESCRIPTION:
A DESCRIPTION OF LOT 22 OF THE BOWEN PLAT OF NICHOLS-BOWEN SUBDIVISION, SECTION 6, T.26S., R.22 E.,
SLBM. BEGINS ON THE S.E. CORNER OF LOT 22 OF NICHOLS-BOWEN SUBDIVISION, SECTION 6, T.26S., R.22 E.,
SLBM. AND CONTAINS ONE HUNDRED TWENTY (120) FEET BY HUNDRED TWENTY-FOUR (24) FEET, MORE OR LESS,
TERMINATIONS IN THE MANNER RECOGNIZED UNDER THE LAWS OF THE STATE OF UTAH.

LEGAL DESCRIPTION:
A DESCRIPTION OF LOT 22 OF THE BOWEN PLAT OF NICHOLS-BOWEN SUBDIVISION, SECTION 6, T.26S., R.22 E.,
SLBM. BEGINS ON THE S.E. CORNER OF LOT 22 OF NICHOLS-BOWEN SUBDIVISION, SECTION 6, T.26S., R.22 E.,
SLBM. AND CONTAINS ONE HUNDRED TWENTY (120) FEET BY HUNDRED TWENTY-FOUR (24) FEET, MORE OR LESS,
TERMINATIONS IN THE MANNER RECOGNIZED UNDER THE LAWS OF THE STATE OF UTAH.

OWNER'S ORIGIN:
KNOWING ALL THE PARTIES TO THIS TRANSACTION TO THE UNDERSIGNED CERTIFIED COPY OF THE ORIGINAL DOCUMENT, ORGANIZATION, AND DISPOSITION OF LOTS AND STREETS HEREBY TO BE RECORDED AS THE
BUEN CAMINO SUBDIVISION

MAYOR'S APPROVAL:

COUNTY RECORDER NO.:
SUBDIVISION IMPROVEMENTS AND
DEVELOPMENT AGREEMENT
For
Buen Camino Subdivision

For valuable consideration, the CITY OF MOAB, a Utah municipality (City), and Chad D. Harris and Margaret Harris (Subdivider) referred to as the Parties, enter into the following Subdivision Improvements and Development Agreement (the Agreement), pursuant to Moab Municipal Code (MMC) Sections 16.20.010, to govern the development of the subject property and the installation of subdivision improvements required by City Code.

I. RECITALS.

a. On January 10, 2017 The City Council approved Resolution No. 02-2017, a resubdivision creating two lots within a lot of the Roufa Subdivision, and it is necessary to enter into this Agreement to confirm the requirements for necessary subdivision improvements.

II. AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

1. Covered Property. The recitals above are incorporated into this Agreement. The real property in the County of Grand, State of Utah, subject to this Agreement (the Property) is described in Exhibit 1, attached.

2. Payment of Fees; Approved Land Uses. Subdivider agrees to pay all in-effect City fees applicable to the Subdivision, including but not limited to, impact fees, connection fees, building permit fees, and applicable inspection fees. Applicable fees shall calculated and paid at the time of connection or the time when the service is performed.

   a). The uses permitted in the Subdivision shall correspond with the uses authorized for the R-2 Zone in Moab Municipal Code Section 17.45. Subject to the conditions in this Agreement, the Property has been authorized for the following uses/activities: Lot 1, 17,538 Square feet; and Lot 2, 8,257 square feet. The configuration of the Subdivision and the uses therein shall conform to the Plat and Construction Plans as set forth in Exhibit 2 to this Agreement.
3. **Required Improvements.** Subdivider shall construct all of the improvements on and adjacent to the Property shown on the Plat and Construction Plans as shown in Exhibit 2 (the Required Improvements). Required Improvements shall include the public improvements shown on the Construction Plans, as well as the following:

   a). Site clearing and removal of obstructions;
   b). General site grading of the Property;
   c). Site utilities, including culinary water lines, fire hydrants, and sanitary sewer lines;
   d). Streets, curbs, gutters, and sidewalks;
   e). Street striping, signage, and street lights;
   f). Storm water drainage facilities;
   g). Non-motorized pathways (if applicable)
   h). All landscaping, irrigations systems, fencing, or other visual screening required as a condition of approval;
   i). all electric utility lines, cable television/data, and telephone lines; and
   j). all incidental improvements necessary or specified for use and occupation of the Subdivision.

4. **Improvements to be Completed in Conformance with Construction Plans.** All Required Improvements shall be constructed in a workmanlike manner and in conformity with the approved Construction Plans. No deviations from the Construction Plans shall be permitted, except as authorized in writing by the City Engineer upon a showing of good cause. In addition, all Required Improvements shall be completed in conformance with the City of Moab Public Improvement Specifications, building codes, and all state and federal regulations, as applicable.

5. **Timeline for Completion.** Construction of the Required Improvements shall not commence until the Effective Date of this Agreement. Construction of all Required Improvements shall be completed within one hundred eighty (180) days from the Effective Date of this Agreement.

   a). A reasonable extension of time for the completion of the Required Improvements may be granted, at the discretion of the City Council, upon a showing by the Subdivider that there is good cause for an extension and that the work has been diligently prosecuted from the Effective Date of this Agreement.

   b). If the construction of the Required Improvements is not completed and accepted within the timelines specified herein, or as lawfully extended, then the Subdivision and all development approvals shall be deemed lapsed and shall have no further effect.
6. **Lot Sales, Building Permits, Plat Recording.** No Building Permits will be issued until such time as all of the Required Improvements are completed in accordance with the phasing plan in this Agreement and, with respect to public improvements, accepted by the City, except that building permits may be issued if Subdivider provides a Financial Assurance to the City conforming to Section Eight, below. **No final plat for the Subdivision, or any phase thereof, shall be executed by the City or submitted for recording until such time as either:** a) all of the Required Improvements are completed in accordance with this Agreement and, with respect to public improvements, accepted by the City; or b) a Financial Assurance conforming to Section Eight is delivered to the City. Subdivider shall not convey or purport to convey any lot within the Subdivision prior to the recording of the final plat. Any purported conveyance of lots by Subdivider prior to approval and recording of a final plat for any phase of the Subdivision, or otherwise in violation of this Agreement, shall be void.

7. **Acceptance of Improvements, Warranty.** All of the public improvements comprising the Required Improvements shall be subject to quality assurance testing and inspection as specified in the Construction Plans and/or applicable reference standards. Subdivider or its authorized representative shall provide not less than forty (48) hours minimum notification to City when inspection is required. The costs associated with such testing and inspection shall be the responsibility of Subdivider. Any work which is rejected following inspection must be repaired or replaced at the sole cost of the Subdivider. Any work which is covered up prior to inspection may be rejected, in which case Subdivider shall be solely responsible for exposing the work and arranging for inspection.

   a). The acceptance by the City of the public improvements comprising the Required Improvements following completion and satisfactory inspection shall constitute a dedication and conveyance by the Subdivider to the City of all such improvements. Subdivider shall convey all public improvements to the City free and clear of any mechanic liens, claims, or other encumbrances.

   b). Subdivider warrants that all public improvements dedicated to the City shall be constructed in a workmanlike manner, in accordance with approved plans and specifications, and that all such improvements shall be free of defects in materials and workmanship for a period of one (1) year from the date of acceptance by the City. Subdivider shall promptly repair or replace any defective work following receipt of written notice under this warranty from the City.

   c). To partially secure this obligation, Subdivider shall deposit with the City the sum of THREE THOUSAND TWO HUNDRED FORTY SIX DOLLARS ($3,246.00), which sum is equal to ten percent (10%) of the construction cost, as determined by the City Engineer, for public improvements
comprising the Required Improvements (the Warranty Deposit).

d). The Warranty Deposit shall be paid by the Subdivider no later than fifteen (15) calendar days from the Effective Date of this Agreement. In the absence of any unperformed warranty claims, the City shall refund the Warranty Deposit to Subdivider upon expiration of the warranty period for the subject improvements. In the event of any default following delivery of written notice to Subdivider with respect to Subdivider’s warranty obligations, the City may elect to draw upon the warranty deposit to cure, in whole or in part, any breach of warranty.

e). Subdivider additionally warrants that all public improvements shall be delivered free and clear of any mechanic liens or other encumbrances. The City may require receipt of executed mechanic lien releases as a condition precedent to dedication of the public improvements.

8. Financial Assurance. If the Required Improvements are not completed within the one hundred eighty (180) day deadline specified in this Agreement, or if Subdivider desires to record a final plat or obtain a building permit in advance of the completion of all of the Required Improvements, then the Subdivider may, subject to approval by the City, deliver a Financial Assurance, in a form acceptable to the City for the use and benefit of City and to secure the completion of the Required Improvements. The Financial Assurance shall be in the form of a performance/payment bond, escrow account, letter of credit or other financial instrument approved by the City Attorney in an amount which is not less than one hundred forty percent (140%) of the construction cost set forth in the Plat and Construction Plans of Exhibit 2, and as reviewed and approved by the City Engineer in writing, of the remaining improvements which are not completed. If a Financial Assurance is approved according to this Section Eight, Subdivider shall have up to one hundred eighty (180) additional days from the Effective Date of this Agreement in which to complete the Required Improvements.

9. Cease and Desist Notice. If the Required Improvements have not been completed within the time provided in this Agreement or, in lieu of same, a Financial Assurance approved pursuant to Section Eight, above, then the City may issue an immediate cease and desist order to Subdivider and all work shall be discontinued until such time as an acceptable Financial Assurance has been established. If Subdivider fails to take timely steps to deliver an acceptable Financial Assurance or complete the Required Improvements, then the City may record in the land records an Affidavit of Lapse of Plat/Plan and invoke such other remedies as may be available under this Agreement or at law.

10. Partial Releases of Financial Assurance. Upon partial completion of any class of improvements within the Required Improvements Subdivider may request a partial
release of the Financial Assurance. The amount of the release shall be equal to the agreed cost of the completed improvements, as determined by the City Engineer. Partial releases shall not be made for partial completion of a class of improvements.

a). In order for Subdivider to receive such partial release, the following shall be presented to City:

   i. A completed Escrow/Financial Assurance Partial Release Form supplied by City and signed by a professional engineer serving as agent for Subdivider;
   
   ii. Copies of all quality assurance test results/inspection reports required for the completed improvements;
   
   iii. Copies of all weight/quantity tickets for materials incorporated in the work for all items that were estimated on the basis of weight/quantity; and
   
   iv. Copies of all invoices or receipts for materials delivered to the site and incorporated into the work for which a partial release is being requested.

b). The partial release request shall be reviewed for completeness and accuracy by City Public Works Director and/or City Engineer. The City may adjust the amount of the request if field inspection shows that quantities are not accurate, or all items of work have not been completed in accordance with the approved Construction Plans.

c). City shall process a release request promptly following receipt of a complete application.

11. Final Release of Financial Assurance. If applicable, upon completion of all Required Improvements in accordance with the approved Construction Plans, Subdivider may request that the remainder of the Financial Assurance be released, provided that Subdivider delivers executed mechanic lien waivers/releases from all contractors who performed work on the project and all suppliers who supplied materials that were incorporated into the work, together with a written certification by Subdivider that all outstanding charges for the Required Improvements have been paid and that there are no other liens, encumbrances, or other restrictions affecting the improvements.

12. Use of Financial Assurance upon Default. Upon delivery of written notice to the Subdivider and expiration of any cure period, the City may then elect to draw upon the Financial Assurance as it deems necessary for the completion of improvements or cure of any default under this Agreement.

13. Zoning Compliance. Certificates of Occupancy for structures within the Property shall only be issued upon satisfactory completion and acceptance of all Required
Improvements as provided in this Agreement.

14. **Default, Remedies, Lapse of Plat/Plan.** All provisions of this Agreement are material and any violation is grounds for declaration of Default. Prior to invoking any remedies for Default under this Agreement the City shall deliver written notice to the Subdivider describing the act, event, or omission constituting a default, and allowing Subdivider a period of thirty (30) days in which to cure or abate the violation. Cure within that period reinstates this Agreement.

   a). Upon declaration of default the City may exercise any remedies for violation available under City ordinances or Utah statutes, including, without limitation: i) proceeding against the Financial Assurance; ii). withholding building permits, certificates of occupancy, or certificates of zoning compliance; iii) obtaining an injunction to halt or abate zoning violations or breaches of this Agreement; iv) recording an affidavit of a lapse of plat/plan, in whole or in part; v) commencing an action for damages—including damages for costs incurred in completing, repairing, or replacing Required Improvements or abating any violations; and/or vi) any other remedies available at law or equity, including the remedy of specific performance. The City may combine remedies in its discretion and pursue some or all at different times, as may fit the applicable breach.

   b). The recording of an affidavit of lapse of plat/plan by the City shall result in the lapse of all prior land use approvals and the voiding of the subdivision of lots within the real property specified in the affidavit.

15. **General Provisions.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of the Subdivider in the ownership or development of all or any portion of the Property. Assignment of this Agreement shall require the mutual approval of the City and the proposed assignee, in writing.

   a). This Agreement is the product of mutual bargaining. All terms shall be construed in accordance with their plain meaning, regardless of the extent to which either party participated in the drafting.

   b). Failure of a party to exercise any right under this Agreement shall not be deemed a waiver of any such right, nor shall any course of dealing or previous action or inaction be deemed a waiver of any rights or claims arising with respect to later or subsequent breaches, acts or omissions.

   c). The term “Agreement” includes this Improvements Agreement, all exhibits hereto, the Final Plat/Plan for the Subdivision, and all phases thereof, and all related design drawings, which documents shall constitute the sole and complete Agreement between the parties. The Agreement shall supersede all prior Agreements or representations, however evidenced.
No modification to any of the terms of this Agreement shall be binding, unless reduced to writing and lawfully executed by both parties.

d). The place of performance of this Agreement is Grand County, Utah. In the event of any legal dispute concerning the subjects of this Agreement, the parties agree that the exclusive venue shall be the Seventh Judicial District Court, Grand County, Utah. In any such proceedings arising under this Agreement, regardless of the denomination of the legal claims, the parties waive trial to a jury on all claims and agree that the action shall be decided by the court sitting without a jury.

e). In any legal proceeding arising from this Agreement the substantially prevailing party shall be entitled to recover its reasonable attorney fees and court costs in addition to any other relief authorized herein.

f). This Agreement shall be governed by Utah law.

g). This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that:

i. the Project is a private development;

ii. the City of Moab has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Property, unless/until the City accepts dedication of public improvements pursuant to this Agreement; and

iii. except as otherwise provided herein, Subdivider shall have full power and exclusive control of the Property.

h). The provisions of this Agreement are severable, and if any portion should be held to be invalid or unenforceable, then the remainder of this Agreement shall be construed to be in full force without reference to the invalid provision.

i). In the event of any legal dispute arising from this Agreement neither party shall be liable to the other for consequential damages, lost profits, or delay related damages of any kind.

j). All notices under this Agreement shall be given in writing by first class or certified mail, postage prepaid, or by hand delivery or delivery by a reputable courier, and sent to the following addresses:

To the City of Moab:
City of Moab
217 East Center Street
Moab, Utah 84532
Attn: City Manager
To Subdivider:
Chad Harris and Margaret Harris
P.O. Box 301
Moab, UT 84532
Email: cc@msdland.com

k). Notice may be delivered to such other parties or addresses as the parties may designate in writing from time to time. A notice sent by mail shall be deemed delivered no later than three (3) days from the date that it is mailed.

l). Nothing in this Agreement shall be deemed to waive any governmental or other immunity to which the City is entitled under law.

16. Indemnity. Subdivider shall indemnify and hold the City harmless with respect to any third party claims, including claims for property damage, injury, or death, and any demands, liabilities, causes of action, costs, or damages, including reasonable attorney’s fees, that may arise from any act or omission of the Subdivider, its members, managers, employees, agents, or contractors in connection with the development of the Subdivision and/or the performance of this Agreement.

17. Future Legislative Power. Nothing in this Agreement shall be construed to impair or limit the future legislative power or zoning authority of the City.

18. Grading. All grading and soil disturbance undertaken in the development of the Subdivision shall be performed in conformity with Appendix J of the International Building Code (IBC) as adopted by the City.

19. Effective Date. The effective date of this Agreement is the date when it is signed by all Parties and the Council has approved the final plan for Phases One through Three of the Subdivision.

20. Counterparts. This Agreement may be executed in separate original counterparts which, when combined, shall constitute the entire Agreement.

Exhibits:

1. Legal Description of the Property
2. Plat and Construction Plans
IN WITNESS WHEREOF, this Agreement has been executed by the City of Moab, acting by and through the Moab City Council, which has duly authorized execution, and by Subdivider as of the date(s) specified below.

CITY OF MOAB:

___________________
Mayor David L. Sakrison
Date

ATTEST:

___________________
Rachel Stenta
City Recorder
Date

SUBDIVIDER: 3

___________________
Chad Harris
Date

___________________
Margaret Harris
Date

STATE OF UTAH )
)ss.
COUNTY OF GRAND )

The foregoing agreement was executed before me by Chad Harris, this _____
day of ____________, 2017. Witness my hand and official seal. My commission expires:
__________________________.

______________________________
Notary Public, State of Utah

Address: _______________________
STATE OF UTAH )
COUNTY OF GRAND )

The foregoing agreement was executed before me by Margaret Harris, this _____ day of ____________, 2017. Witness my hand and official seal. My commission expires: ______________________.

____________________________
Notary Public, State of Utah

Address: ______________________

STATE OF UTAH )
COUNTY OF GRAND )

The foregoing agreement was executed before me by the CITY OF MOAB by and through David Sakrison, this _____ day of ____________, 2017. Witness my hand and official seal. My commission expires: ______________________.

____________________________
Notary Public, State of Utah

Address: ______________________
A DESCRIPTION OF LOT 22 OF THE BOWEN PLAT OF NICHOLS-BOWEN SUBDIVISION, SECTION 6, T 26 S, R 22 E, SLM, MOAB CITY, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 22 OF THE BOWEN PLAT OF NICHOLS-BOWEN SUBDIVISION, SAID CORNER BEARS N 56°41'44"E 43.01 FT. FROM THE CENTERLINE MONUMENT AT THE INTERSECTION OF WEST BOWEN CIRCLE AND NORTH BOWEN CIRCLE, PROCEEDING THENCE N 87°46'00"W 165.00 FT. TO THE SW CORNER OF SAID LOT 22, THENCE N 02°14'00"E 160.00 FT. TO THE NW CORNER OF SAID LOT 22, THENCE S 87°46'00"E (RECORD=S 87°24'E) 165.00 FT. TO THE NE CORNER OF SAID LOT 22, THENCE S 02°14'00"W 160.00 FT. TO THE POINT OF BEGINNING AND CONTAINING 0.61 ACRES, MORE OR LESS. CORNERS ARE MONUMENTED AS SPECIFIED ON THE ATTACHED PLAT.

BEARINGS ARE BASED ON THE MONUMENTED CENTERLINE OF BOWEN CIRCLE (BEARING=S 87°46'00"E).
GENERAL NOTES:

1. CONCRETE SHALL BE IN ACCORDANCE WITH NOAB CITY STANDARD CONCRETE SPECIFICATIONS.
2. PLACE EXPANSION-CONTRACTION JOINTS, JOINT PLUGS, STAMPED OR CUTTED CONCRETE, 3-4" HIGH, LEAVE 18" CUSHION WITH TOP OF CONCRETE 12" OVER FORMING AND EVERY 100 FEET FOR SLOP FORMING.
3. PLACE CONTROL JOINTS AT 12 FOOT INTERVALS MAXIMUM.
4. ROLLER CURB & BUTTER, AND MODIFIED CURB & BUTTER INSTALLATION IS TO BE PERFORMED "AS PLUGGED" IN ORDER TO ENSURE CURB AND BUTTER COVERS WILL BE SUBJECT TO THE CURVATURE OF THE興趣 (3.3.8.7.10) ROADSIDE DESIGN BURNS.
5. CURB AND GUTTER CONCRETE MIXTURE FOR DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE NOAB CITY ENGINEER SPECIFICATION.
6. EDGE CURB WITH A 1/2" EOBONE TOOL.
7. USE 8" HD TREATED BASE COURSE INTERNAL, COMPACT TO 95% OF MAXIMUM DRY DENSITY (ASABE 1972)
8. STABBER LAY TESTS WITH A MINIMUM OF 25 BAR DIAMETER LAPS.
9. PAVEMENT CONCRETE CONTAINING REINFORCING STEEL WILL BE REJECTED.
OPINION OF PROBABLE CONSTRUCTION COST

Phase 1

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Subtotal $39,347.33

15% Contingency $5,902.10

Total Amount $45,249.43

The user of the above opinion of probable construction cost understands that Rosenberg Associates, the Consultant, has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor’s method of pricing, and that the Consultant’s opinions of probable construction costs are made on the basis of the Consultant’s professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the above.