CITY OF MOAB RESOLUTION
#02-2019

A RESOLUTION APPROVING THE FINAL PLAT OF THE PRESERVE SUBDIVISION PHASE 3 AND APPROVING A SUBDIVISION IMPROVEMENTS AGREEMENT FOR PUBLIC IMPROVEMENTS, AS FAVORABLY REFERRED TO COUNCIL BY THE PLANNING COMMISSION

WHEREAS, Dennis E. and Patricia B. Byrd, representing The Preserve of Moab Utah, LLC with offices at 850 Byrd Avenue, Moab Utah 84532, and as “Owner” of record of a parcel consisting of 3.27 acres referred to as “Phase 3” of The Preserve Subdivision and more particularly described as follows:

Beginning at the Southeast corner of Lot 53, The Preserve, Phase II, said point being South 00°31’11” West 790.73 feet and West 660.26 feet from the East Quarter corner of Section 35, Township 25 South, Range 21 East, Salt Lake Base and Meridian, and running thence South 00°31’11” West 491.48 feet to a point on Moab city tract; thence along said tract South 89°52’29” West 287.64 feet; thence North 00°00’16” East 491.64 feet; thence North 89°54’39” EAST 292.06 feet to the point of beginning, having an area of 3.27 acres;

and

WHEREAS, Owner applied for the approval of the proposed Phase 3 of The Preserve Subdivision to create additional buildable lots for six two-unit townhomes and five detached single family residences on the described property; and

WHEREAS, the proposed residential uses are permitted uses in the R-2 Residential Zone as indicated in Moab Municipal Code (MMC) Chapter 17.45.020; and

WHEREAS, Owner provided the City of Moab with the necessary documents, plans and drawings to complete the application for review of the subdivision as required MMC Title 16.00, Subdivisions; and

WHEREAS, the City of Moab Planning Commission (“Commission”) reviewed the final plat in a regularly scheduled public meeting for compliance with the requirements of the pertinent MMC chapters on August 8, 2018, and found that the proposal has met or can meet the requirements of the Moab Municipal Code; and

WHEREAS, Owner is required to construct certain public improvements as described in the Improvements Agreement submitted as part of this application for Final Plat; and

WHEREAS, the Moab City Council (“Council”) reviewed the Final Plat of Phase III and the Improvements Agreement in a regularly scheduled public meeting on January 22, 2019; and

WHEREAS, Council agrees with the Planning Commission and Staff recommendations for approval of the Final Plat application.

NOW, THEREFORE, be it resolved by the Moab City Council, that adoption of Resolution #02-2019 approves the submitted Final Plat for Phase 3 of The Preserve Subdivision and the Council directs the Mayor to sign the Improvements Agreement.
PASSED AND APPROVED in open Council by a majority vote of the Moab City Council on the 22nd day of January, 2019.

SIGNED:

Emily S. Niehaus, Mayor

ATTEST:

Rachel Stenta, Recorder
SUBDIVISION IMPROVEMENTS AND DEVELOPMENT AGREEMENT

For
The Preserve Subdivision, Phase 3

For valuable consideration, the CITY OF MOAB, a Utah municipality (City), and Dennis E. & Patricia Byrd (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, et al, to govern the development of the subject property and the installation of subdivision improvements required by City Code.

I. RECITALS.

a. The City Planning Commission, as the land use authority for preliminary subdivision plat approval, after following all required procedures and meeting noticing requirements, approved a Preliminary Plat for The Preserve Subdivision on November 12, 2009.

b. The Planning Commission recommended approval of the The Preserve Subdivision, Phase 3, at its August 8, 2018 meeting.

c. The Moab City Council, as land use authority for subdivision final plat approval, shall consider the final plat for Phase 3 of the subdivision at its January 22, 2019 meeting.

d. Subdivider has submitted to the City for review the construction plans and specifications entitled The Preserve – Phase 3 (sheets C000 – C404 inclusive, dated 8/28/18), having been prepared by SET Engineering and bearing the stamp of a licensed Professional Engineer (hereinafter: the “Construction Plans”). Said plans show in sufficient detail the Required Improvements for the Subdivision.

e. The Construction Plans have been reviewed and approved subject to such modifications as may have been specified by each of the following entities:

   i. The City Engineer with respect to site grading, pathway, street, and storm water drainage improvements,

   ii. The City Public Works Director with respect to culinary water improvements if provided by the City, storm water drainage improvements, parking improvements, and access improvements.
II. AGREEMENT

IN CONSIDERATION OF THE ABOVE RECITALS, THE PARTIES HEREBY 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 as follows:

   **BOUNDARY DESCRIPTION**

   DESCRIPTION OF A PARCEL OF LAND IN THE SE1/4 OF SECTION 35, T 25 S, R 21 E, SLM, MOAB CITY, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   BEGINNING AT THE NW CORNER OF LOT 46 OF THE PRESERVE, PHASE I, SAID CORNER BEARS S 00'31"11'W, 517.41 FT., THENCE WEST 638.42 FT. FROM THE EAST 1/4 CORNER OF SECTION 35, T 25 S, R 21 E, SLM, AND PROCEEDING THENCE S 00'00'16"W 184.30 FT., THENCE S 89'53"12'W 23.49 FT. TO THE NW CORNER OF TRACT B OF THE PRESERVE, PHASE I, THENCE S 00'31"11'W 88.97 FT. TO A CORNER, THENCE S 89'53"39'W 292.05 FT. TO A CORNER, THENCE N 00'00'16"E 604.66 FT. THENCE EAST 163.91 FT., THENCE SOUTH 9.00 FT. TO THE SW CORNER OF LOT 59 OF PALISADES SUBDIVISION, THENCE EAST 133.49 FT. TO A CORNER, THENCE S 00'32'00"W 135.46 FT. TO THE NW CORNER OF LOT 49 OF THE PRESERVE, PHASE I, THENCE S 00'31'00"W 188.19 FT. TO THE SW CORNER OF LOT 48A OF THE PRESERVE, PHASE I, THENCE N 85'25'32"E 21.86 FT. TO THE POINT OF BEGINNING AND CONTAINING 4.16 ACRES, MORE OR LESS.

   BEARINGS ARE BASED ON THE EAST LINE OF THE SE1/4 OF SECTION 35 (BEARING FROM VALLEY CONTROL DATUM=S 00'31"11'W).

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 be calculated and paid according to City policy.

   **a.** The uses permitted in the Subdivision shall correspond with the uses authorized for the R-2 Zone under the Moab Municipal Code and other applicable ordinances. The configuration of the Subdivision and the uses therein shall conform to the Construction Plans, Exhibit 1 attached, and the Final Plat, as set forth in Exhibit 2, attached.

3. **Phase 3 Required Improvements.** Subdivider will make all improvements to the property shown on the Construction Plans that fall within the boundary of the Phase 3 plat as well as those improvements that fall outside of the Phase 3 boundary but are identified on the Construction Plans as Phase 3 improvements. Required Improvements shall include but not be limited to the following:
a. Site clearing and removal of obstructions  
b. General site grading  
c. Site utilities including but not limited to culinary water and sanitary sewer, gas and power  
d. Street, curb & gutter, and sidewalks  
e. Street signage and lighting  
f. Storm water drainage facilities  

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 two hundred ten (210) 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. Without limiting this provision, good cause may include an extension of time due to the need to complete building construction prior to the completion of curbing, sidewalks, or landscaping, or as otherwise needed to provide for orderly construction and avoid damage to improvements in the course of other construction.

   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 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, and all fees paid in full as required by the City. **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, Release Provisions. 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 eight (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 THIRTY THREE THOUSAND THREE HUNDRED FIFTEEN DOLLARS AND NINETY CENTS ($33,315.90), 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). The Warranty Deposit shall be held by the City in a non-interest bearing account, unless otherwise agreed in writing.

d. The Warranty Deposit shall be paid by the Subdivider no later than fifteen (15) calendar days from the Effective Date of this Agreement.

e. Upon expiration of the warranty period the Subdivider may request refund of the Warranty Deposit in writing. The City Engineer and/or Public Works Director will review the request and promptly determine whether there are any unperformed warranty claims pertaining to this Agreement. Upon receipt of written verification
from the City Engineer and/or Public Works Director as to the absence of any unperformed warranty claims, the City Treasurer shall promptly refund the Warranty Deposit to Subdivider.

f. 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. This remedy may be combined or utilized in conjunction with any other remedies, in the sole discretion of the City.

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 two hundred ten (210) 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 which remain to be completed. 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 Construction Plans of Exhibit 1, 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 two hundred ten (210) additional days from the Effective Date of this Agreement in which to complete the Required Improvements. The Financial Assurance provided under this Section Eight may be combined with the Warranty Deposit specified in Section Seven. A cash Financial Assurance shall be held in a non-interest bearing account unless otherwise agreed in writing.

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 Request for Partial Release of Financial Assurance Form, as set forth in Exhibit 3.

   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 in to the work for which a partial release is being requested.

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

c. Upon receipt of written verification from the City Engineer and/or City Manager as to the approved partial release of a cash Financial Assurance, the City Treasurer shall promptly refund the cash Financial Assurance in the amounts approved. Non-cash Financial Assurances shall be released in writing in the manner otherwise determined by the City.

11. Final Release of Financial Assurance. 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. Final release of the Financial Assurance shall be reviewed and processed in the same manner as provided under Section 10, above.

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:
Dennis E. & Patricia Byrd
850 Byrd Ave.
Moab, UT 84532

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.

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 of the Subdivision.

20. Recording/Release of Agreement. This Agreement constitutes an obligation binding upon, and running with, the subject real Property. This Agreement shall be recorded in the Grand County land records. Upon request of the Subdivider and verification by the City that all terms and conditions of this Agreement have been performed in full, the City shall promptly execute a release of this Agreement, which may be recorded at the discretion of the Subdivider.
21. **Counterparts.** This Agreement may be executed in separate original counterparts which, when combined, shall constitute the entire Agreement.

**Exhibits:**
1. Construction Plans;
2. Final Plat, Phase 3;
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:

[Signature]

Mayor Emily S. Niehaus

1-23-19

Date

ATTEST:

[Signature]

Rachel Stenta
City Recorder

1-23-19

Date

SUBDIVIDER:

Dennis E. & Patricia Byrd

[Signature]

Dennis E. Byrd

1/23/19

Date

[Signature]

Patricia Byrd

1/23/19

Date

STATE OF UTAH )

)ss.

COUNTY OF GRAND )

The foregoing agreement was executed before me by Dennis E. Byrd and Patricia Byrd, this 23 day of January, 2019. Witness my hand and official seal. My commission expires: 10-1-2020.

Notary Public, State of Utah

Address: 217 E. Center Street

[Notary Seal]
STATE OF UTAH )
COUNTY OF GRAND ) ss.

The foregoing agreement was executed before me by the CITY OF MOAB by and through Emily S. Niehaus, this ___ day of ____________, 2019. Witness my hand and official seal. My commission expires: ____________________.

________________________________________
Notary Public, State of Utah

Address: ________________________________

-End of Document-
**EXHIBIT 1**

**SUBDIVISION IMPROVEMENTS COST WORKSHEET**

Date: November 2, 2018  
Project Name: The Preserve  
Phase #: Phase 3  
Developer/Owner: Dennis & Patricia Byrd

### REQUIRED IMPROVEMENTS

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**Total Estimated Cost**   $222,106.00  
**Plus Required 50% contingency**   $111,053.00  
**Total of Financial Guaranty**   $333,159.00

**Notes:** The project quantities were prepared by SET Engineering based on the approved final plans. The unit prices were provided by the owner through a competitive bid process and adjusted by SET Engineering using available unit cost data.
THE PRESERVE - PHASE 3
MOAB, UTAH

GENERAL NOTES
1. ALL WORK WITHIN THE RIGHT-OF-WAY SHALL BE CONSTRUCTED IN CONFORMITY WITH THE CITY OF MOAB AND UTAH DEPARTMENT OF TRANSPORTATION, MOST RECENT HANDBOOKS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND ERECTING TO PRIVACY AND SECURITY, ALL REQUIRED SIGNS PRIOR TO THE COMMENCEMENT OF ANY WORK.

3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL REQUIRED SIGNS PRIOR TO THE COMMENCEMENT OF ANY WORK.

4. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED SIGNS PRIOR TO THE COMMENCEMENT OF ANY WORK.

5. THE CONTRACTOR SHALL PAY ALL REQUIRED SIGNS PRIOR TO THE COMMENCEMENT OF ANY WORK.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ANY SIGNS REQUIRED BY THE CITY OF MOAB OR THE UTAH DEPARTMENT OF TRANSPORTATION.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ANY SIGNS REQUIRED BY THE CITY OF MOAB OR THE UTAH DEPARTMENT OF TRANSPORTATION.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ANY SIGNS REQUIRED BY THE CITY OF MOAB OR THE UTAH DEPARTMENT OF TRANSPORTATION.

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BUILDING SETBACKS
1. XYZ.

LAND USE CHART
1. XYZ.

VICINITY MAP

NOT TO SCALE

TABLE 1

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<td>DETAILS</td>
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<td>CD06</td>
<td>DETAILS</td>
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LEGEND

WATER MAIN
SEWER MAIN
CONTOUR MAJOR
CONTOUR MINOR
UNDERGROUND ELECTRIC

AERIAL PHOTOGRAPHS

WATER SERVICE
S.S. GAS SERVICE

CITY OF MOAB CITY ENGINEER
SIGNATURE APPROVAL BLOCK

PLANNING AGENCIES