CITY OF MOAB RESOLUTION NO. 14-2019
A RESOLUTION APPROVING THE FINAL PLAT FOR THE CREEKSIDE TOWNHOMES
SUBDIVISION ON PROPERTY LOCATED AT 545 KANE CREEK BOULEVARD IN THE R-
3, MULTI-HOUSEHOLD RESIDENTIAL ZONE AND APPROVING A SUBDIVISION
IMPROVEMENTS AGREEMENT FOR PUBLIC IMPROVEMENTS, AS FAVORABLY
REFERRED TO CITY COUNCIL BY THE PLANNING COMMISSION

The following describe the intent and purpose of this resolution:

a. Robert and Kelly Ward, Creekside Townhomes, LLC, of PO Box 369, Monticello, Utah
84535, as “Owners” of record of a parcel located at 545 Kane Creek Boulevard, Moab Utah,
applied for approval of a Townhome Subdivision Plat for the Creekside Townhome
Subdivision, containing approximately 3.12 acres and more particularly described as:

SURVEYOR’S DESCRIPTION
Beginning at a point 189.04 ft. North of the South¼ Corner of Section 1, T26S, R21 E,
S.L.B.&M. and proceeding thence North 333.06 ft., thence East 180.49 ft., thence S 9°48’51" E
100.13 ft., thence S 13°40’ E 50.28 ft., thence S 25°35’ E 128.56 ft., thence S 6°27’ E 176.19 ft.,
thence S 14°31’ E 245.66 ft., thence West 92.88 ft., thence N 36°27’ W 426.74 ft. to the point of
beginning; and

b. Owners applied for approval of a townhome subdivision consisting of nine units contained in
two buildings and ranging from 2,002 square feet to 3,236 square feet in size; and

c. The proposed residential use is permitted in the R-3 Multi-Household Residential Zone as
indicated in Moab Municipal Code (MMC) Chapter 17.48.020; and

d. Owners provided the City of Moab with the necessary documents, plans and drawings to
complete the application for review of the Final Plat of the proposed Creekside Townhomes
Subdivision as required in Moab Municipal Code (MMC) Title 16; and

e. The City of Moab Planning Commission ("Commission") reviewed the Development in a
public meeting for compliance with the requirements of MMC Title 16, Subdivisions on
December 13, 2018, and subsequent to the meeting adopted Planning Resolution #19-2018
and found that the development met or can meet the requirements of MMC Title 16 and Title
17; and

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

g. The City Council reviewed the subdivision at a regularly scheduled meeting on February 26,
2019, and having considered Staff recommendations, and discussed the pertinent aspects of
the development, determined that the Final Subdivision Plat of Creekside Townhomes
Subdivision has met the requirements of Title 16 and Title 17 of the Moab Municipal Code.
NOW, THEREFORE, BE IT RESOLVED by the Moab City Council, that adoption of Resolution #14-2019 approves the submitted Final Plat for Creekside Townhomes Subdivision and the City Council directs the Mayor to sign the Improvements Agreement.


SIGNED:

Emily S. Niehaus, Mayor

ATTEST:

Rachel Stenta, Recorder
SUBDIVISION IMPROVEMENTS AND DEVELOPMENT AGREEMENT

For

Creekside Townhomes Subdivision

For valuable consideration, the CITY OF MOAB, a Utah municipality (City), and Robert Ward and Kelly Ward, Creekside Townhomes of Moab, LLC, (Subdivider), referred to as the Parties, enter into the following Subdivision Improvements and Development Agreement (the Agreement), pursuant to Moab Municipal Code (MMC) Sections 15.20.010, et seq, 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 Creekside Townhomes subdivision on October 11, 2018.

b. The Planning Commission recommended approval of the Creekside Townhomes subdivision at its December 13, 2018 meeting.

c. The Moab City Council, as land use authority for subdivision final plat approval, shall consider the final plat for Creekside Townhomes subdivision at its February 26, 2019 meeting.

d. Subdivider has submitted to the City for review the construction plans and specifications entitled Creekside Townhomes subdivision (sheets C001–C404 inclusive, dated 1/22/19), prepared by Advanced Civil Engineering, PLLC, and bearing the stamp of Bryan K. Schmutz, 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:

   Beginning at a point 189.04 ft. North of the South ½ Corner of Section 1, T26S, R21 E, S.L.B.&M. and proceeding thence North 333.06 fl., thence East 180.49 fl., thence S 9°48'51" E 100.13 ft., thence S 13°40' E 50.28 fl., thence S 25°35' E 128.56 fl., thence S 6°27' E 176.19 fl., thence S 14°31' E 245.66 fl., thence West 92.88 ft., thence N 36°27' W 426.74 ft. to the point of beginning.

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-3 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. Required Improvements. Subdivider will make all improvements to the property shown on the Construction Plans that fall within the boundary of the subdivision plat as well as those improvements that fall outside of the subdivision boundary but are identified on the Construction Plans as 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

Subdivider agrees to pay to the City the current estimated cost of the construction and installation of the “Kane Creek Boulevard Future Road Improvements” including curb, gutter and sidewalk, included on the Creekside Townhomes Probable Construction
Costs Moab City Improvements dated January 22, 2019 as attached in Exhibit 1 to this Agreement. Said payment of EIGHTEEN THOUSAND SEVEN HUNDRED NINETY SIX DOLLARS AND THIRTY TWO CENTS ($18,796.32) shall be made to the City upon execution of this Agreement. The City and the Owner agree that immediate construction of said improvements is impractical at this time, due to uncertainties regarding the future alignment of the road, curb, gutter and sidewalk. The City agrees to place funds paid into the City into an escrow account until such time as construction of the road is deemed by the City to be practical, at which time the City shall take full responsibility for completion of the required improvements.

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 EIGHT THOUSAND THREE HUNDRED FIFTY NINE DOLLARS AND FORTY ONE CENTS ($8,359.41), 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.

g. 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 percent (100%) 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 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 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:
Robert & Kelly Ward
PO Box 369
Monticello, UT 84535

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 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:

Mayor Emily S. Niehaus

Date

ATTEST:

Rachel Stenta
City Recorder

Date

SUBDIVIDER:
Robert & Kelly Ward, Creekside Townhomes, LLC

Robert Ward

Date

Kelly Ward

Date 2/14/19

STATE OF UTAH )
WASATCH )ss.
COUNTY OF GRAND )

The foregoing agreement was executed before me by Robert Ward and Kelly Ward, this 14th day of February, 2019. Witness my hand and official seal. My commission expires: 05/14/2022.

ANA PATRICIA ESQUIER
Notary Public, State of Utah

Address: Heber City, Utah
EXHIBIT 3

REQUEST FOR RELEASE OF FINANCIAL ASSURANCE

Creekside Townhomes Subdivision, City of Moab

Robert & Kelly Ward, Creekside Townhomes, LLC, (Developer) hereby requests a partial release of the Financial Assurance posted in connection with the Subdivision Improvements and Development Agreement (Agreement), dated____________________, as follows.

1. Developer has completed the following improvements, which are completed in a workmanlike manner and in conformity with the Agreement:

   ____________________________________________________________

   Copies of all inspection reports documenting completion and acceptance of the improvements must be attached, together with invoices for materials delivered to the site and incorporated into the improvements.

2. Developer requests release of the Financial Assurance in the amount of $____________.
   This is a partial_____final_____release request. (Check as applicable).

   ____________________________________________________________
   Robert Ward
   ____________________________________________________________
   Kelly Ward

   Date
   Date

DECISION BY CITY ENGINEER

The City of Moab has reviewed the Request for Partial Release and inspected the work. The City hereby authorizes the release of the Financial Assurance in the amount of $__________.

   By the City of Moab this____day of______________, 20____.

   ____________________________________________________________
   City Engineer, City of Moab

   Attest:

   ____________________________________________________________
   City Recorder, City of Moab
   ____________________________________________________________
   Date
# EXHIBIT 1

## CREEKSIDE TOWNHOMES

### PROBABLE CONSTRUCTION COSTS

### MOAB CITY IMPROVEMENTS

### RIGHT-OF-WAY IMPROVEMENTS

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<tr>
<th>RS MEANS</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL</th>
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**TOTAL** $33,594.08

**CITY COST INDEX** 97.0%

**GRAND TOTAL** $34,086.26

### KANE CREEK BLVD FUTURE ROAD IMPROVEMENTS

<table>
<thead>
<tr>
<th>RS MEANS</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL</th>
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<td>32 06 10.10</td>
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**TOTAL** $18,796.12

**CITY COST INDEX** 97.0%

**GRAND TOTAL** $19,288.43

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**NOTE:** This cost estimate is concept level and is based on RS means cost data. Advanced Civil Engineering, PLLC accepts no responsibility for actual costs incurred by the owner for the above listed items.
BOUNDARY SURVEY
545 Kine Creek Blvd
Moab, UT
De Morral
NOTE: CONNECTIONS TO CITY SEWER AND WATER MAINS ARE EITHER TO BE DONE UNDER THE DIRECT SUPERVISION OF THE CITY STAFF OR BY THE STAFF THEMSELVES.
EXHIBIT 3
REQUEST FOR RELEASE OF FINANCIAL ASSURANCE
Creekside Townhomes Subdivision, City of Moab

Robert & Kelly Ward, Creekside Townhomes, LLC, (Developer) hereby requests a partial release of the Financial Assurance posted in connection with the Subdivision Improvements and Development Agreement (Agreement), dated ______________, as follows.

1. Developer has completed the following improvements, which are completed in a workmanlike manner and in conformity with the Agreement:

________________________________________________________________________

Copies of all inspection reports documenting completion and acceptance of the improvements must be attached, together with invoices for materials delivered to the site and incorporated into the improvements.

2. Developer requests release of the Financial Assurance in the amount of $________________. This is a partial______ final______ release request. (Check as applicable).

________________________________________________________________________

Robert Ward Date

________________________________________________________________________

Kelly Ward Date

DECISION BY CITY ENGINEER

The City of Moab has reviewed the Request for Partial Release and inspected the work. The City hereby authorizes the release of the Financial Assurance in the amount of $__________.

By the City of Moab this____ day of _____________, 20__.

________________________________________________________________________

City Engineer, City of Moab

Attest:

________________________________________________________________________

City Recorder, City of Moab Date
Creekside Townhomes
545 Kane Creek Blvd.