



SUBDIVISION DEVELOPMENT AGREEMENT  
FOR THE COVE AT JORDAN RIVER  
PHASE 10  
SUBDIVISION

THIS AGREEMENT is made and entered into by and between the CITY OF SARATOGA SPRINGS ("City") and Jordan River Developers ("Developer").

RECITALS:

A. The City has given final approval of The Cove at Jordan River Phase 10 Subdivision consisting of five buildings and 30-units (the "Subdivision") on approximately 2.31 acres. The legal description for the Subdivision is attached as Exhibit A, incorporated herein and made a part hereof by this reference. That approval was subject to, among other things, the execution of this Agreement.

B. This Agreement is being entered into by the City and Developer to provide for the construction of and bonding for the "Subdivision Improvements" and to provide for other matters relating to the Subdivision as herein set out.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms set forth in the above Recitals and hereinafter set forth, the parties hereby agree as follows:

1. Subdivision Improvements. Developer agrees to make, construct, or install the subdivision improvements, including but not limited to streets, sewer, trails, water, and easements (the "Subdivision Improvements"), as more specifically set forth in the Subdivision Plat and other plans and drawings for the subdivision (the "Subdivision Plans") that have been approved by the City Engineer. The Subdivision Improvements shall be constructed and installed in a good and workmanlike manner and in full accordance with the Subdivision Plans, any applicable construction standards of City and all applicable federal, state and local laws, rules and regulations. Developer will supply the City with As-Built drawings showing the Subdivision Improvements when they are completed. Developer shall not be released from its obligations herein unless and until City accepts such improvements in advance and in writing as meeting all Subdivision Plans, any applicable construction standards of City, and all applicable federal, state, and local laws, rules, and regulations.

The Subdivision Improvements and all off-site improvements required to provide services to the Subdivision must be completed before the City will issue any building permits or certificates of occupancy. Upon conditions set forth and approved by the City in Resolution No. 2-0122-02 a limited number of building permits may be issued for "model homes" in the Subdivision before the requirements for a normal building permit are met. All Subdivision Improvements must be completed within one year from the date of recordation of the Subdivision Plat. If the Subdivision Improvements are not completed within one year, the City shall have the right, but not the obligation, upon notice of Developer's default as provided in this Agreement, to cause the Subdivision Improvements to be completed with the use of the proceeds of the performance bond provided in accordance with Section 2 of this Agreement, and City shall have the right, but not the obligation, to rescind this Agreement and vacate all approvals granted herein. The Developer hereby warrants that all of the improvements installed and every part thereof shall remain in good condition free from all defects in design, materials and/or workmanship for one year, or two years upon a finding by the City that the requirements of Utah Code Ann. § 10-9a-604.5 have been met, from the date all required improvements are completed, inspected, and accepted in writing by the City's representative (the "Warranty Period"). The warranty period and performance bond is required in order to ensure that the Improvements are installed pursuant to the approved plans, are structurally sound, and require no further replacements or repairs. Upon completion of the warranty period, if the Improvements have remained free from defects or damage and continue to meet City standards for the one or two year period, Developer shall petition the City for final acceptance in writing of the warranted Subdivision Improvements. The Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, and/or equipment included in the required improvements during the Warranty Period which warranty work shall be inspected and accepted in writing by the City's designated representative.

2. Performance Bond. Developer shall provide a performance bond acceptable to the City covering the Subdivision Improvements, in the amount of 115% of the estimated cost of said improvements, as set forth in Exhibit B attached hereto and made a part hereof. The bond shall provide that periodic completion payments for the improvements described in Exhibit B, calculated on percent of completion less 10%, provided that at least 20% of the bond amount shall be retained until all required improvements are completed, inspected, and accepted in writing by the City's designated representative. Percent of completion shall be calculated by the City's designated representative based upon such inspection as he deems appropriate and based upon actual invoices and other documentation as he deems appropriate. When all required improvements are completed, inspected, and accepted in writing by the City's designated representative, all of the bond amount except for 10% of the bond amount may be disbursed or released.

The remaining 10 % of the bond amount shall be retained by the City for the Warranty Period to cover any defects in workmanship or materials discovered during the Warranty Period and not repaired, corrected, and/or replaced by Developer. Prior to recordation of the plat, Developer shall sign and enter into a separate bond agreement with the City.

3. Dedication of Improvements. The Subdivision Improvements as well as all public open space, streets, trails, and easements as set out in the Subdivision Plat shall be dedicated to City upon City's acceptance in writing of the same.

4. Compliance with Conditions Imposed by City. Developer agrees to comply with any and all conditions imposed by the Planning Commission or the City Council during the permitting and approval process as set forth in the adopted staff reports, written and audio transcripts, and official written minutes of the City Planning Commission and City Council. Such conditions are hereby incorporated herein by this reference.

5. Sewer Service. City agrees to provide sewer service to the Subdivision at standard rates generally charged for other development within the City in accordance with the ordinances, rules and regulations of the City and the Timpanogos Special Service District ("Timpanogos") covering sewer service on the following conditions:

5.1. Sewer Lines. City shall not be obligated to provide sewer to any lot until all sewer lines within the Subdivision and all off-site sewer lines and/or facilities required to provide sewer service to the Subdivision are completed and accepted by the City.

5.2. Sewer Fees. Timpanogos requires payment of an impact fee/capital facilities charge which is subject to change from time to time by Timpanogos. The impact fee/capital facilities charge is currently collected by the City but may hereafter be collected directly by Timpanogos and may hereafter be collected as a capital facilities charge or as an impact fee. Developer acknowledges and agrees that said capital facilities charge or impact fee by Timpanogos is separate from and in addition to impact fees imposed by the City. Lot Owners shall be required to pay any and all connection fees and/or impact fees at the time building permits are obtained for their Lots.

6. Water Service. City agrees to provide culinary and secondary (outside irrigation) water service to the Subdivision at standard rates generally charged for other development within City in accordance with the Ordinances and rules and regulations of City covering water service on the following conditions:

6.1. Water Facilities and Water Rights. Secondary water facilities and water rights for culinary and secondary water are being purchased from the City or are otherwise being provided in accordance with the City's Water Utilities Ordinance in connection with the recording of the Subdivision Plat.

6.2. Water Lines. City shall not be obligated to provide water service to any lots in the Subdivision until all culinary and secondary water lines within the Subdivision and all off-site culinary and secondary water lines and/or facilities required to provide water service to the Subdivision are completed and approved and accepted by City.

6.3. Water Fees. Lot Owners shall be required to pay culinary water connection fees at the time building permits are obtained for their Lots. The lot owners shall also be required to pay fees to cover the costs of water meters and the costs to connect the same in order to receive water service.

7. Other Municipal Services. City shall provide standard municipal services to the Subdivision in the same manner and level as said services are provided to other developments in the City subject to the payment of all fees and charges charged or levied therefore by the City.

8. Street Lighting SID. The land covered by the Subdivision and all lots and parcels in the Subdivision shall be added to the City's Street Lighting Special Improvement District ("Lighting SID") for the maintenance of the street lighting. Developer has or will give written consent to have the land covered by the Subdivision included in the Lighting SID as a condition to final plat approval. The Lighting SID is not for the installation of street lights but is for the maintenance of the street lights that Developer is required to install as part of the Subdivision Improvements.

9. Impact Fees. All City-imposed impact fees, including but not limited to roadways, storm drainage, wastewater, parks and open space, and public safety facilities shall be imposed on all lots in the Subdivision in accordance with any City impact fee ordinance and shall be paid prior to the issuance of a building permit for any development on a lot in the Subdivision. Developer, by signing this Agreement, waives any rights to challenge such Impact Fees in law or in equity.

10. Rights of Access. The City Engineer and other representatives of the City shall have the right of access to the Subdivision during construction to inspect or observe the work on the Subdivision Improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

11. Assignment. Any and all successors and assigns, in title or right, with respect to all rights and obligations in this Agreement, including any approvals as it pertains to the Subdivision and any requirement to install the Subdivision Improvements irrespective of the Performance or Warranty Bond, shall be bound by the same requirements and obligations as described in this Agreement.

12. Default. In the event Developer fails to perform its obligations under this Agreement, at any time after 30 days notice by the City of such default, City may, at its election, have the following remedies

12.1. All rights and remedies provided in this Agreement or available at law and in equity, including injunctive relief, specific performance and/or damages.

12.2. The right to withhold all further approvals, licenses, permits or other rights associated with the Subdivision and any building or development on any lots in the Subdivision.

The rights and remedies herein provided shall be cumulative. If either party default in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

13. Fees. Concurrent with the execution of this Agreement and prior to recording the Subdivision Plat, Developer shall pay to City all fees for subdivision approval and all engineering and other fees for inspection and testing of the Subdivision Improvements. Developer shall reimburse City for its attorney's fees in negotiating and drafting this Agreement and other documents and agreements involved with the subdivision and subdivision approval.

14. Time of the Essence. It is agreed that time is of the essence in the performance of duties and obligations under this Agreement.

15. Notice. Any notice given under this Agreement shall be written and shall be delivered personally, by first class mail or by express mail addressed as follows:

To City: City of Saratoga Springs  
1307 North Commerce Drive, Suite 200  
Saratoga Springs, Utah 84045

To Developer: Jordan River Developers  
Attn: Travis Taylor  
95 S. River Bend Way, Suite A

North Salt Lake, Utah 84054

Or other such address as either party may designate by written notice to the other party as herein provided.

17. Construction. This Agreement shall be governed as in validity, enforcement, construction, effect and in all other respects by the Laws of the State of Utah. The section headings and numbers are for convenience only and are not to be used to construe or interpret the provision of this Agreement.

18. Waiver. No failure or delay in exercising any right, or privilege hereunder on the part of any party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

19. Entire Agreement, Counterparts, and Exhibits. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof, but only to the extent that any previously-signed agreements conflict with the provisions herein. All waivers and amendments of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A - Legal Description of the Property

Exhibit B - Required Improvements and Calculations

20. Recordation of Subdivision Development Agreement. No later than ten (10) days after the City and Developer enter into this Agreement, or as soon as reasonably practicable, the City Recorder shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Utah.

21. No Third-Party Beneficiaries. This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement. This includes but is not limited to the obligations and rights pertaining to the Subdivision Improvements. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

22. Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees.

23. Method of Enforcement. The City may look to Developer, the Home Owners' Association, and/or to each lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the City to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general City taxes and assessments that are a lien on the Project. The City may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

24. Subjection and Subordination. The Developer and each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request in a form reasonably satisfactory to the City.

25. Incorporation of Recitals and Introductory Paragraphs. The Recitals contained in this Agreement, and the introductory paragraphs preceding the Recitals (if any), are hereby incorporated into this Agreement as if fully set forth herein.

26. Defense and Indemnity.

26.1 Developer's Actions. Developer shall defend, hold harmless, and indemnify the City and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or indirectly from the City's approval of the Project, construction of the Project, or operations performed under this Agreement by (a) Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

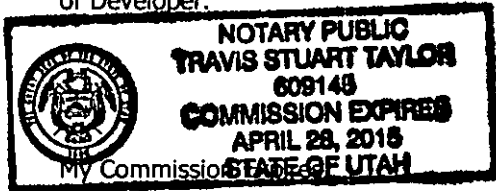
26.2 Hazardous, Toxic, and/or Contaminating Materials. Developer further agrees to defend and hold harmless the City and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties, and/or charges of any kind whatsoever relating to the existence of hazardous, toxic, and/or contaminating materials or conditions on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date hereinabove written.

DEVELOPER  
By: [Signature] \_\_\_\_\_ 11/1/12 \_\_\_\_\_  
Date  
Its PRESIDENT \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF Davis ) :SS

The foregoing instrument was acknowledged before me this 1 day of Nov, 2012, by Stam T. Rawlson, who executed the foregoing instrument in his capacity as the President of Developer.



4/28/15

[Signature]  
NOTARY PUBLIC  
Residing at: LAYTON, UT

CITY OF SARATOGA SPRINGS  
By: [Signature] \_\_\_\_\_ 11-27-12 \_\_\_\_\_  
Mayor Pro-tempore Date

Attest:

[Signature]  
City Recorder



EXHIBIT A  
LEGAL DESCRIPTION

**The Cove at Jordan River  
Phase 10 Legal Description**

Part of the Northeast Quarter of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian described as follows:

Commencing at the North Quarter Corner of Section 14, Township 5 South, Range 1 West of the Salt Lake Baseline and Meridian monumented with a Brass Cap thence N 89°51'59" E 1331.32 feet (Basis of Bearing) along the north line of the Northeast Quarter of said Section 14; thence S00°11'49"W 2208.82 feet to the POINT OF BEGINNING and running  
thence S89°48'11"E 124.83 feet;  
thence N40°22'09"E 204.25 feet;  
thence S89°59'51"E 94.86 feet to the boundary of the Cove at Jordan River, Phase 8 recorded March 13, 1012 under Entry No. 20079;  
thence along said boundary the next nine courses:  
1) thence S00°00'06"W 12.88 feet  
2) thence 7.48 feet along a curve to the right, with a central angle of 11°25'18", a radius of 37.50 feet, and a chord that bears S05°42'45"W 7.46 feet;  
3) thence S78°34'36"E 29.00 feet;  
4) thence northeasterly, a distance of 34.29 feet along a non tangent curve to the right of which the radius point lies S78°34'36"E a radius of 25.00 feet, and having a central angle of 78°34'36" and a chord that bears N50°42'42"E 31.66 feet;  
5) thence East 56.18 feet;  
6) thence South 18.33 feet;  
7) thence East 38.00 feet;  
8) thence North 18.33 feet;  
9) thence East 20.99 feet to the Cove at Jordan River Phase 7 Amended recorded October 28, 2011 under Entry No. 77259;  
thence along said Cove at Jordan River Phase 7 Amended S40°18'45"W 414.40 feet to a point on the Cove at Jordan River Phase 9;  
thence along the boundary of the Cove at Jordan River, Phase 9 recorded June 18, 2012 under Entry No. 50255 the next five courses:  
1) thence S45°06'08"W 155.12 feet;  
2) thence N00°09'38"E 80.00 feet;  
3) thence N89°50'22"W 19.00 feet;  
4) thence N00°09'38"E 19.57 feet;  
5) thence N89°50'28"W 123.24 feet to the east boundary of Saratoga Crossroads recorded May 7, 2003 under Entry No. 68918;  
thence along said east boundary N00°11'49"E 176.34 feet (N00°11'42"E, By Record) to the point of beginning, containing 2.31 acres, more or less.

EXHIBIT B  
REQUIRED IMPROVEMENTS AND CALCULATIONS



SARATOGA SPRINGS

Saratoga Springs Bond Calculation  
Project: Cove at Jordan River Phase 10  
By: Jeremy Lapin  
Date: 9/24/2012

**Erosion Control**

Erosion Control Description	Unit	Quantity	Cost per Unit	Total Cost
Erosion Control*	Acre	2.31	\$2,500.00	\$5,775.00
<b>Subtotal</b>				<b>\$5,775.00</b>

\* Erosion control bond funds shall be eligible for release only after the City Inspector has determined that the site is stabilized and all construction activity has been completed.

**Sanitary Sewer**

Sanitary Sewer Description	Unit	Quantity	Cost per Unit	Total Cost
8" PVC Sewer	LF	140	\$32.50	\$4,550.00
5' Manhole	EA	1	\$4,250.00	\$4,250.00
Laterals	EA	30	\$750.00	\$22,500.00
Adjust & Collar SSMH	EA	4	\$350.00	\$1,400.00
<b>Subtotal</b>				<b>\$32,700.00</b>

**Culinary Water**

Culinary Water Description	Unit	Quantity	Cost per Unit	Total Cost
8" PVC Waterline	LF	200	\$35.00	\$7,000.00
8" Gate Valve	EA	1	\$1,600.00	\$1,600.00
Adjust and Collar Watervalve MH	EA	1	\$250.00	\$250.00
Service Connections 2" with Meter	EA	1	\$2,500.00	\$2,500.00
Blow off	EA	1	\$1,850.00	\$1,850.00
Fire Hydrants with Valve	EA	1	\$3,750.00	\$3,750.00
Trace Wire	LF	200	\$0.30	\$60.00
<b>Subtotal</b>				<b>\$17,010.00</b>

**Storm Drain & Land Drain**

Storm Drain Description	Unit	Quantity	Cost per Unit	Total Cost
12" ADS	LF	237	\$18.00	\$4,266.00
Single Inlet Box/Catch Basin	EA	1	\$2,500.00	\$2,500.00
12" Nyoplast yard drain	EA	2	\$1,000.00	\$2,000.00
Concrete 5' Waterway (Intersection)	EA	1	\$2,500.00	\$2,500.00
Diversion Berm	LF	300	\$5.00	\$1,500.00
Swale with Gravel walkway	LF	450	\$5.00	\$2,250.00
<b>Subtotal</b>				<b>\$15,016.00</b>

**Street Improvements**

Street Improvements Description	Unit	Quantity	Cost per Unit	Total Cost
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2.5' Mod Curb & Gutter w/Road Base	LF	1,040	\$22.50	\$23,400.00
4' Sidewalk w/ 6" Road Base	LF	1,060	\$22.00	\$23,760.00
3" Asphalt	SF	11,508	\$2.00	\$23,016.00
6" Road Base	SF	11,508	\$0.75	\$8,631.00
12" Granular Borrow	SF	13,500	\$1.00	\$13,500.00
ADA Ramp	EA	2	\$750.00	\$1,500.00
Curb inlet tie in	EA	1	\$500.00	\$500.00
Slurry Seal after 1 year warranty period	SF	11,508	\$0.10	\$1,150.80
Street Monuments	EA	1	\$800.00	\$800.00
<b>Subtotal</b>				<b>\$96,057.80</b>

**Miscellaneous**

Miscellaneous Description	Unit	Quantity	Cost per Unit	Total Cost
Street Light Single Residential	EA	1	\$2,700.00	\$2,700.00
MUTCD Traffic Signs	EA	4	\$500.00	\$2,000.00
Parking Lot with 3 spaces	LS	1	\$1,500.00	\$1,500.00
Landscaping and Irrigation	SF	26,300	\$1.50	\$39,450.00
Temporary Turn-Around	LS	1	\$500.00	\$500.00
<b>Subtotal</b>				<b>\$46,150.00</b>

**Total Improvement Cost** **\$212,709.80**

**Contingency (15%)** **\$31,906.32**

**Final Bond Amount** **\$244,615.12**