

HARRISVILLE CITY SUBDIVISION DEVELOPMENT AGREEMENT



W3255069

The Parties to this Subdivision Development Agreement (“Agreement”) are CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company, (“Developer”) and HARRISVILLE CITY (“City”). The City and Developer may be referred to herein collectively as the “Parties” and individually as a “Party”. The Effective Date of this Agreement will be the date that Final Subdivision Plat (“Plat”) approved herein is recorded at the Office of the Weber County Recorder (“Effective Date”).

RECITALS

WHEREAS, Utah Code § 10-9a-604.5 provides for this Agreement;

WHEREAS, the Developer seeks permission to subdivide property within Harrisville City, to be known as Montgomery Farms (“Subdivision”), which property is more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“Property”);

WHEREAS, the City seeks to protect the health, safety, and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive;

WHEREAS, the purpose of this Agreement is to protect the City from the cost of completing subdivision improvements itself and is not executed for the benefit of material, men, laborers, or others providing work, services or material to the Subdivision or for the benefit of third-parties, purchasers, or others affected by the Subdivision;

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the City’s Municipal Code;

THEREFORE, the Parties hereby agree as follows:

DEVELOPER’S OBLIGATIONS

- 1. Legal Description.** The Subdivision and Property is legally described as set forth in Exhibit “A” attached hereto and incorporated herein by this reference.
- 2. Improvements.** The Developer shall construct and install, at its own expense, those on-site and off-site subdivision improvements listed on Exhibit “B” attached hereto and incorporated herein by this reference (the “Improvements”). The Developer’s obligation to complete the Improvements will arise immediately upon Plat recordation by the County, will be independent of any obligations of the City contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.
- 3. Security.** To secure the performance of its obligations hereunder, the Developer will make a Cash Deposit (“Financial Guarantee”) to be held in an escrow account (the “Escrow”) established with US Title, 460 West 50 North Suite 320, Salt Lake City, Utah 84101, Attn: Susan Gallegos, 801-869-3940 (the “Escrow Holder”). The form of Financial Guarantee is attached hereto as Exhibit C. The Financial Guarantee is to be in the amount specified in the Escrow Agreement (as defined below), which shall be completed prior to recording the Plat. The Financial Guarantee shall bear an expiration date not earlier

than two (2) years after the Effective Date of this Agreement. An Escrow Agreement substantially similar to Exhibit "C" attached hereto and incorporated herein by this reference shall be executed with the Escrow Holder and the Parties (the "Escrow Agreement"). The Financial Guarantee will be payable to the City at any time upon presentation of:

- a. Intentionally Omitted;
- b. A request executed by the City Attorney or City Recorder stating that the City is entitled to make a draw because Developer is in default under this Agreement; provided, however, that such request must include a copy of the default notice to Developer, as required under Section 18; or
- c. A request by the City under this Agreement or for Inspection/Subdivision Fees if past due. Developer hereby authorizes the release of any and all outstanding Inspection/Subdivision Fees as specified in the Exhibit "B".

4. **Standards.** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications, municipal code, applicable building or other codes adopted by City, all of which are incorporated herein by this reference.

5. **Warranty.** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the City accepts the improvements (the "Warranty Period") when completed by the Developer and as requested by the Developer for conditional acceptance and final acceptance as provided in state law.

6. **Completion Periods.** The Developer shall commence work on the Improvements within one year from the Effective Date ("Commencement Period") and the Improvements, each and every one of them, will be completed within two (2) years from the Effective Date ("Completion Period").

7. **Compliance.** The Developer will comply with all approval requirements, relevant laws, code requirements, standards, specifications, and regulations in effect at the time of Plat approval when fulfilling its obligations under this Agreement. When necessary, to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after Plat approval. The Developer shall specifically comply as follows:

- a. Conform to the approved Plat attached in Exhibit "D" incorporated herein by this reference.
- b. Intentionally Omitted.
- c. Conform to the Final Approval granted by the Planning Commission and City Council as set forth in the minutes.
- d. Intentionally Omitted.

8. **Dedication.** The Developer will dedicate to the City or other applicable agency as designated by the City the Improvements listed on Exhibit "B" attached hereto and incorporated herein by this reference pursuant to the procedure described below.

9. Intentionally Omitted.

CITY'S OBLIGATIONS

10. **Plat Approval.** The City approved the Final Subdivision Plat ("Plat") attached in Exhibit "D" and incorporated herein. Approval of the Plat and this Subdivision is subject to the applicable state laws and local ordinances in effect at the time of Plat approval.

11. Detention Basin. The City acknowledges that the basin shown as Detention Parcel A on the Plat will be dedicated to the City upon Plat recordation with the County, as shown on Exhibit D.

12. Subdivision Facilities.

a) Special District. The Subdivision is part of the Pineview Water Systems ("Special District") that provides secondary irrigation water for the Subdivision. Upon availability, the Special District will provide secondary irrigation to each Lot owner who shall pay an annual utility fee. Lot owners in the Subdivision hereby acknowledge and accept that such are subject to taxes, assessments, connection fees, monthly user fees, utility fees, and other fees as may be imposed by the Special District, any other special district, or an affected entity where the Subdivision is located.

b) Irrigation. The term "Owner" as used herein shall mean each subsequent purchaser, prospective purchaser, transferee, assignee, heir, or any other type of owner within the Subdivision (collectively the "Owners") of any or all lot or lots within the Subdivision (collectively the "Lots"). Each Owner in the Subdivision acknowledges and understands that the secondary water system and its water may contain debris, material, moss, bromides, or other aquatic life forms. Each Owner in the Subdivision acknowledges that and understands that water from the secondary water system may contain iron and other elements, may stain surfaces and materials including brick and concrete, is not fit for human consumption, is not fit for animal consumption or use, is not fit for any use but irrigation, and irrigation water may periodically be treated with chemicals. Each Owner in the Subdivision hereby acknowledges and holds harmless any applicable irrigation company that provides secondary water, the Special District, and the City for any loss, damage, injury, clog, aquatic life, drowning, debris, staining, drought, power failure, water shortage, malfunction, inconvenience, or any other service interruption of any kind resulting from the operation of the secondary water system. Owner is solely responsible to direct or adjust Owner's irrigation system so as not to spray or discharge secondary water on any material, structure, or other object where staining or damage as a result of the secondary water may occur. It is understood by each Owner that secondary water is a valuable resource and each Owner agrees not to waste secondary water or use it beyond the Lot for where secondary water is intended. Further, each Owner acknowledges and agrees to abide by any drought restrictions imposed by the state or local government, including any water rationing or related water conservation measures.

c) Facilities. The Owner of any Lot acknowledges and understands that there is no public or resident access permitted to any storm water facility, irrigation facility, utility, service line, or any related facility of any kind, and that violators may be cited for trespassing or otherwise.

13. Inspection and Certification. The City will inspect the Improvements as they are being constructed and, if acceptable to the City Engineer, certify such improvement as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur within a reasonable time of notice by the Developer that it desires to have the City inspect the Improvements. Before obtaining certification of any such improvement, the Developer will present to the City valid lien waivers from all persons providing materials or performing work on the Improvements for which certification is sought. Certification by the City Engineer does not constitute a waiver by the City of the right to draw funds under the Financial Guarantee on account of defects in or failure of any improvement that is detected or which occurs following such certification.

14. Notice of Defect. The City will provide timely notice to the Developer whenever inspection reveals that an Improvement does not conform to the standards and specifications shown on the approved subdivision improvement drawings on file in the Harrisville City Engineering and Surveyor's Office or is otherwise defective. The Developer will have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City may not declare a default under this Agreement during the thirty (30) day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no obligation to cure defects in or failure of any improvement

found to exist or occurring after the City accepts dedication of the Improvement(s) and the Warranty Period.

15. Acceptance of Dedication. The City or other applicable agency will accept the dedication of any validly certified Improvement within thirty (30) days of the Developer's offer to dedicate the Improvement. The City's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the City showing that the Developer owns the Improvement in fee simple and that there are no liens, incumbrances, or other restrictions on the improvement unacceptable to the City in its reasonable judgment. Acceptance of the dedication of any Improvement does not constitute a waiver by the City of the right to draw funds under the Financial Guarantee on account of any defect in or failure of the Improvement that is detected or which occurs after the acceptance of the dedication, but within the Warranty Period.

16. Reduction of Security: After the acceptance of the Improvements, the amount which the City is entitled to draw on the Financial Guarantee shall be reduced by an amount equal to ninety percent (90%) of the estimated cost of the Improvement as shown on Exhibit "B", and the remaining ten percent (10%) of the Financial Guarantee (the "Retention") shall be the sole amount to which the City is entitled to draw upon in accordance with this Agreement. At the request of the Developer, the City will execute a Certificate of Release verifying the acceptance of the Improvement and waiving its right to draw on the Financial Guarantee, except as to the Retention. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the Retention that may be drawn under the credit will be available to the City for 90 days after expiration of the Warranty Period, and then released to Developer thereafter.

17. Use of Proceeds. The City will use funds drawn under the Financial Guarantee only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

OTHER PROVISIONS

18. Events of Default. The City may not declare a default until written notice has been given to the Developer. The following conditions, occurrences, or actions will constitute a default by the Developer during the Construction Period:

- a. Developer's failure to commence construction of the Improvements within one (1) year of executing this Agreement.
- b. Developer's failure to complete construction of the Improvements within two (2) years of executing this Agreement.
- c. Developer's failure to cure defective construction of any Improvement within applicable cure period.
- d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer.
- e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

19. Measure of Damages. The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For Improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion. However, neither that amount or the amount of the Financial Guarantee establishes the maximum amount of the incomplete Improvements. The City will be entitled to complete

all unfinished Improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether Development ever commenced.

20. City's Rights Upon Default. When any event of default occurs by Developer, the City will have the right to complete Improvements itself or contract with a third party for completion, and the Developer hereby grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. In conjunction with exercising the foregoing remedy, the City may draw on any remaining portions of the Financial Guarantee to complete such Improvements. Alternatively, the City may assign the proceeds of the Financial Guarantee to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure, or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished Improvements. In addition, the City also may suspend Plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the City or until the Improvements are completed and accepted by the City. These remedies are cumulative in nature except that during the Warranty Period, the City's only remedy will be to draw funds under the Financial Guarantee. The City may file a Certificate of non-compliance on the Subdivision with applicable fines set forth in code, or pursue other remedies at law or equity.

21. Indemnification and Improvements. The Developer and Owners of any or all Lots in the Subdivision hereby expressly agree to forever indemnify and hold the City harmless from and against all claims, costs, and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the Property pursuant to this Agreement. Such Owners further forever agree to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work or any Improvements pursuant to this Agreement or development, maintenance, and operation of the Subdivision. The Owners of any or all Lots in the Subdivision in the hereby expressly acknowledge and hold City and Developer harmless for the Secondary Water System (the "System") as provided in the Improvements which supplied by one or more third party irrigation companies or entities and is subject to drought, rationing, regulations, and strict conservation measures and agree to conform to such. Owners also acknowledge and hold City and Developer harmless for any third-party negligence, service interruption, power failure, water shortage, drowning, misuse, water staining or discoloration, or any other use or service limitation relating to the System, failure to provide timely service, or otherwise. Owners also acknowledge and hold City and Developer harmless for any chemical treatment or service to the secondary water system and are hereby given notice not to consume, drink, or use secondary water for any purpose other than outdoor irrigation, including not allowing any animals or pets to use or consume secondary water. Also, said System may contain bryozoan or bryozoan colonies, mollusks, crustaceans, moss, algae, debris, or foreign objects that require Owners to provide continuous maintenance and upkeep, winterization measures, and specialized operation or handling. System Owners also acknowledge and hold City and Developer harmless for the operation of the pressurized sewer system and agree to operate and maintain such sewer pumps, where installed the individual sewer pumps are installed, according to manufacturer specifications. Owners also acknowledge that the individual sewer pumps are the property and responsibility of the Owners of each Lot and not the City or Developer.

22. Employment. The Developer is not an agent or employee of the City.

23. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same

type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

24. Amendment or Modification. The Parties to this Agreement may amend or modify this Agreement only by written instrument executed by the City and by the Developer, or authorized agent. Such amendment or modification will be properly notarized before it may be effective.

25. Attorney's Fees. Should either Party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing Party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing Party. If the court, arbitrator, or mediator awards relief to both Parties, each will bear its own costs in their entirety.

26. Vested Rights. The City does not warrant by this Agreement that the Developer is or is not entitled to any other approval(s), permits, or licenses required by the City or has vested right to such, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.

27. Third Party Rights. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the City does not exercise its rights within sixty (60) days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the City to exercise its rights.

28. Scope. This Agreement constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the Parties.

29. Time. For the purpose of computing the Commencement Period, Abandonment, and Completion Periods, and time periods for City action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

30. Severability. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the Parties will be construed as if the part, term, or provision was never part of the Agreement.

31. Benefits. The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonable withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also bind the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will release the Developer's Financial Guarantee if it accepts new security from another developer or lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from this liability under this Agreement.

32. Notice. Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

- a. Developer: CENTURY LAND HOLDINGS OF UTAH, LLC, 10644 S Jordan Gateway, Suite 300, South Jordan, UT 84095

b. City: Harrisville City, 363 West Independence Blvd, Harrisville, UT 84404

33. **Recordation.** Either Developer or City may record a copy of this Agreement at any time in the Recorder's Office of Weber County, Utah.

34. **Immunity.** Nothing contained in this Agreement constitutes a waiver of any of the City's immunity under any applicable state law or otherwise.

35. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either Party to this Agreement whether arising out of or relating to the Agreement or Financial Guarantee will be deemed proper only if such action is commenced in Second District Court of and for Weber County. The Developer expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.

FOR DEVELOPER:

CENTURY LAND HOLDINGS OF UTAH, LLC,
a Utah limited liability company

By: [Signature]
Name: CHASE TURNER
Title: VICE PRESIDENT

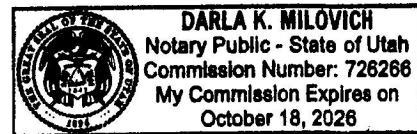
CORPORATE ACKNOWLEDGMENT

State of Utah)

County of Salt Lake)

On the 25th day of August 2022, personally appeared before me Chase Turner Authorized Signer of CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company, duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

[Signature]
Notary Public



FOR HARRISVILLE CITY:

[Signature] August 29, 2022
Mayor Date

ATTEST:

[Signature]
City Recorder



Exhibit A
Property Boundary Description to Be Subdivided

A PART OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

BEGINNING AT A THE SOUTHWEST CORNER OF THE TOWNS AT PATRIOT POINT SUBDIVISION PHASE 2, (WEBER COUNTY RECORDER'S BOOK 90 PAGES 017-018), SAID POINT BEING 345.56 FEET NORTH 87°39'08" WEST ALONG THE SECTION LINE TO SAID SUBDIVISION AND 289.39 FEET SOUTH 1°29'49" EAST FROM THE CENTER OF THE SAID SECTION 32; AND RUNNING THENCE SOUTH 89°34'25" EAST 33.15 FEET ALONG SAID SOUTH BOUNDARY AND THE SOUTH BOUNDARY LINE OF THE TOWNS AT PATRIOT POINT SUBDIVISION PHASE 1A, (WEBER COUNTY RECORDER'S BOOK 90 PAGES 015-016) TO THE CORPORATE LIMITS OF HARRISVILLE CITY; THENCE ALONG THE SAID CORPORATE LIMITS THE FOLLOWING THREE (3) COURSES: (1) SOUTH 0°00'31" WEST 133.98 FEET, (2) NORTH 89°59'29" WEST 36.62 FEET, AND (3) SOUTH 0°05'46" WEST 132.17 FEET TO THE NORTHERN BOUNDARY LINE OF HIDDEN WILLOW ESTATES SUBDIVISION FIRST AMENDMENT (WEBER COUNTY RECORDER'S BOOK 68 PAGES 096-097); THENCE ALONG SAID SUBDIVISION AND HIDDEN WILLOW ESTATES WEST SUBDIVISION (WEBER COUNTY RECORDER'S BOOK 64 PAGE 085) SOUTH 89°22'36" WEST 1094.72 FEET TO THE EAST BOUNDARY LINE OF WILDFLOWER ESTATES PHASE NO. 4, (WEBER COUNTY RECORDER'S BOOK 73 PAGES 035); THENCE NORTH 04°24'19" EAST 296.50 FEET ALONG SAID EAST BOUNDARY LINE TO AN EXISTING FENCE; THENCE ALONG SAID FENCE (BEING THE RECORD POSITION OF ENTRY NO. 2665681) SOUTH 89°37'43" EAST 1,075.35 FEET TO THE WEST BOUNDARY LINE OF SAID THE TOWNS AT PATRIOT POINT SUBDIVISION PHASE 2; THENCE SOUTH 01°29'49" EAST 10.35 FEET ALONG SAID WEST BOUNDARY LINE TO THE POINT OF BEGINNING.

Exhibit B
Required On-site and Off-site Subdivision Improvements (Engineer's Cost Estimate)

Montgomery Farms Ph 2 Subdivision

8-Aug-22

ESCROW SUMMARY

	Original Total	
SANITARY SEWER SYSTEM	\$135,544.00	\$2,500.00
CULINARY WATER SYSTEM	\$118,851.00	\$1,750.00
SECONDARY WATER SYSTEM	\$66,702.50	\$3,250.00
STORM DRAIN SYSTEM	\$146,713.00	\$16,000.00
SITE GRADING & STREET IMPROVEMENTS	\$459,629.80	\$221,341.00
MISCELLANEOUS	\$49,193.00	\$46,693.00
TOTAL IMPROVEMENT COSTS	\$976,633.30	\$291,534.00
10% GUARANTEE	\$97,663.33	\$97,663.33
5% ENGINEERING AND MUNICIPAL FEES	\$48,831.67	\$48,831.67
TOTAL ESCROW AMOUNT	\$1,123,128.30	

SUBDIVISION COST ESTIMATE APPROVAL



Matt Robertson, P.E.
Harrisville City Engineer

8/8/2022

Date

Montgomery Farms Ph 2 Subdivision
 Developer: John Hansen/Century Communities



ITEM NO.	LINE ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	REMAINING QUANTITY	REMAINING AMOUNT
SANITARY SEWER SYSTEM							
1	Furnish and install 8-inch SDR-35 Sanitary Sewer Main	1,283	lf	\$38.00	\$48,754.00		\$0.00
2	Furnish and install 4-inch Sanitary Sewer Lateral	19	ea	\$1,500.00	\$28,500.00		\$0.00
3	Furnish and install 4-foot Diameter Manhole	4	ea	\$3,500.00	\$14,000.00		\$0.00
4	Furnish and install 5-foot Diameter Manhole	1	ea	\$4,000.00	\$4,000.00		\$0.00
5	Install concrete Manhole Collar	5	ea	\$500.00	\$2,500.00	5	\$2,500.00
6	Connect to existing Sanitary Sewer	1	ea	\$800.00	\$800.00		\$0.00
7	Camera and Clean	1	ls	\$4,500.00	\$4,500.00		\$0.00
8	Imported Fill for Trenches	1,710	cy	\$19.00	\$32,490.00		\$0.00
CULINARY WATER SYSTEM							
9	Construct 8-inch C-900 P.V.C. Water Line (Including Fittings)	1,366	lf	30.00	\$40,980.00		\$0.00
10	Furnish and install 8-inch Gate Valve with Box	5	ea	1,900.00	\$9,500.00		\$0.00
11	Install concrete Valve Collar	5	ea	350.00	\$1,750.00	5	\$1,750.00
12	Construct Water Connection complete to Property Line (Include All	19	ea	1,500.00	\$28,500.00		\$0.00
13	Construct Fire Hydrant with Aux. Valve, Box and Pipe to Main,	3	ea	5,250.00	\$15,750.00		\$0.00
14	Connect to existing Waterline	2	ea	1,500.00	\$3,000.00		\$0.00
15	Pressure Test and Chlorinate	1	ea	4,000.00	\$4,000.00		\$0.00
16	Imported Fill for Trenches	809	cy	19.00	\$15,371.00		\$0.00
SECONDARY WATER SYSTEM							
17	Construct 6-inch C-200 P.V.C. Water Line (Including Fittings)	1,431	lf	25.00	\$35,775.00		\$0.00
18	Furnish and install 6-inch Gate Valve with Box	2	ea	1,800.00	\$3,600.00		\$0.00
19	Install concrete Valve Collar	2	ea	350.00	\$700.00	2	\$700.00
20	Furnish and Install Double Service Connection	8	ea	850.00	\$6,800.00		\$0.00
21	Furnish and Install Single Service Connection	3	ea	850.00	\$2,550.00	3	\$2,550.00
22	Connect to existing Pressure Irrigation	2	ea	2,500.00	\$5,000.00		\$0.00
23	Pressure Test	1	ea	193.50	\$193.50		\$0.00
24	Imported Fill for Trenches	636	cy	19.00	\$12,084.00		\$0.00
STORM DRAIN SYSTEM							
25	Furnish and install 15 inch R.C.P.	1,318	lf	43.00	\$56,674.00		\$0.00
26	Furnish and install Inlet/Outlet Structures	1	ea	9,000.00	\$9,000.00		\$0.00
27	Construct Standard Inlet Box w/ Grate	12	ea	3,300.00	\$39,600.00		\$0.00
28	Furnish and install 5-foot Diameter Manhole	2	ea	2,500.00	\$5,000.00		\$0.00
29	Install concrete Manhole Collar	2	ea	500.00	\$1,000.00	2	\$1,000.00
30	Connect to existing Storm Drain	1	ea	600.00	\$600.00		\$0.00
31	Imported Fill for Trenches	781	cy	19.00	\$14,839.00		\$0.00
32	Construct detention pond including sprinklers and sod	1	ls	20,000.00	\$20,000.00	0.75	\$15,000.00
SITE GRADING & STREET IMPROVEMENTS							
33	Grading of streets to sub-grade	153,328	sf	\$0.60	\$91,996.80		\$0.00
34	Construct 4-ft sidewalk including base	212	lf	\$20.00	\$4,240.00	212	\$4,240.00
35	Construct 5-ft sidewalk including base	2,397	lf	\$24.00	\$57,528.00	2,397	\$57,528.00
36	Construct ADA ramp	4	ea	\$750.00	\$3,000.00	4	\$3,000.00
37	Saw-cut existing asphalt	56	lf	\$4.00	\$224.00	56	\$224.00
38	30-inch curb and gutter including base	2,640	lf	\$27.00	\$71,280.00	264	\$7,128.00
39	12-inch thick granular borrow	5,476	sy	\$15.00	\$82,140.00		\$0.00
40	6-inch thick untreated base course	5,476	sy	\$8.75	\$47,915.00	5,476	\$47,915.00
41	3.5-inch thick plant mix asphalt paving	5,476	sy	\$16.00	\$87,616.00	5,476	\$87,616.00
42	Chip seal	5,476	sy	\$2.50	\$13,690.00	5,476	\$13,690.00
MISCELLANEOUS							
43	Furnish and Install Street lights	3	ea	\$3,000.00	\$9,000.00	3	\$9,000.00

ITEM NO.	LINE ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	REMAINING QUANTITY	REMAINING AMOUNT
44	Furnish and Install Stop/Street Signs	4	ea	\$400.00	\$1,600.00	4	\$1,600.00
45	Furnish and Install Survey Monuments	2	ea	\$475.00	\$950.00	2	\$950.00
46	Furnish Conduit and Trench Utility Lines	2,511	lf	\$13.00	\$32,643.00	2,511	\$32,643.00
47	BMPs, SWPPP maintenance	1	ls	\$5,000.00	\$5,000.00	0.5	\$2,500.00
TOTAL IMPROVEMENTS COST:					\$976,633.30		\$291,534.00

Exhibit C
Financial Guarantee (Escrow Agreement)

SUBDIVIDER'S ESCROW AGREEMENT

This Escrow Agreement is made this 24 day of August, 2022, between Harrisville City, a municipal corporation (hereafter referred to as "City"), CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company (hereafter referred to as "Subdivider"), and US TITLE, (hereafter referred to as "Escrow Agent").

RECITALS

WHEREAS, The City and Subdivider have entered into a Subdivision Development Agreement dated 25 August, 2022 (the "Development Agreement"), attached hereto as Exhibit "A", for the subdivision and construction of improvements on certain land located in the City known as Montgomery Farms, and

WHEREAS, Subdivider has requested and received final approval from the City; and

WHEREAS, the Subdivider has requested that the City permit development of the subdivision in accordance with the provision of the City Subdivision Ordinance whereby the Subdivider may guarantee the making of progress payments upon the proposed subdivision improvements required by the Development Agreement (the "Improvements") by providing acceptable assurance of the availability of credit and/or the depositing of required funds in escrow to cover the costs of said improvements; and

WHEREAS, Subdivider now desires to enter into this Escrow Agreement as security for the completion of the Improvements, and to ensure compliance with the applicable ordinances, rules, regulations, requirements, statutes, and standards of the City;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

AGREEMENT

- 1. Appointment of Escrow Agent.** The Escrow Agent shall hold, in a separate escrow account the sum reflected in paragraph 2 below, subject to the terms and conditions set forth in this instrument and the Development Agreement. All notices and the contact information for the Escrow Agent shall be as follows: US Title, 460 West 50 North Suite 320, Salt Lake City, Utah 84101, Attn: Susan Gallegos, 801-869-3940.
- 2. Deposit in Escrow.** The Subdivider shall deposit with Escrow Agent the sum of \$438,029.00, said sum being the required escrow as set forth in Exhibit "A" and incorporated herein by this reference. The cost of the Improvements shall be determined by the City Engineer for each improvement item. City agrees that Escrow Agent may permit all or any part of the amount required to be placed into the escrow account by Subdivider to be held by Escrow Agent in the form of undispersed loan funds made available from Escrow Agent to Subdivider. City agrees to this solely as an accommodation to the Subdivider (so interest does not begin to accrue on funds Subdivider may be borrowing from Escrow Agent) and only upon the express representations and guarantees by Escrow Agent as contained herein. Should Escrow Agent permit escrow funds to be held as undispersed loan funds, Escrow Agent agrees that the undispersed loan funds of Subdivider shall be guaranteed for use in connection with this Escrow Agreement, and that no default on the loan or any action by Subdivider shall prevent or excuse Escrow Agent from funding the entire escrow account with the full amount provided herein. Escrow Agent acknowledges that City is a third-party beneficiary of the escrow funds and that the funds must be used for the purposes stated in the Development Agreement and this Escrow Agreement.

3. **Application of Escrow Funds.** It is agreed by all the Parties to this Agreement that the sum of the money indicated in paragraph 2 above shall be used exclusively for the purposes of security in favor of the City for the costs of materials and the construction and installation of the Improvements required by the Development Agreement in the event that the Subdivider defaults under the Development Agreement. The undersigned further agrees that in the event that Subdivider defaults under the Development Agreement, the money held in the Escrow Account shall be distributed to the appropriate contractors and subcontractors only upon written authorization by an authorized officer of the City and only with respect to completed Improvements which have been accepted by the City. Such written authorization shall be made upon City's letterhead and bear the City's corporate seal indicating review and approval by the City.
4. **Retention of Escrow Funds.** A sum equal to 10% of the originally required escrowed amount or \$97,663.33, shall remain with the Escrow Agent for a period of one (1) year after conditional acceptance by the City, in accordance with the terms of Exhibit "A". The remaining 90% of the escrowed funds shall be released to Subdivider as Subdivider completes the Improvements (if requested by Subdivider) and in all events, any remaining funds shall be automatically released to Subdivider upon completion of all Improvements.
5. **Application and Return of Security.** All demands by the city upon the Subdivider to perform corrections or completion of improvements, if not performed or completed in accordance with the Development Agreement and City's ordinances, rules, regulations, requirements, statutes, and standards, shall be made by certified mail, with a copy also sent to the Escrow Agent. If the defect or default is not corrected or improvement not completed within 30 days following service of such demand, the City may correct the defect or complete such outstanding improvements and withdraw from the Escrow Account the actual costs related to same, as set forth in the Development Agreement, unless Subdivider requests in writing, via certified mail, with a copy sent to Escrow Agent a hearing before the City's executive officer, or other designated hearing officer(s), within the aforementioned 30 day period of time concerning the alleged defects or incomplete items. The Escrow Agent, upon receiving the following: (1) formal City acceptance of the Improvements; (2) an invoice from the City evidencing the actual costs to complete the Improvements; and (3) lien release(s) from the applicable vendors/contractors, shall pay to the City from the Escrow Account the actual cost of correcting the defect or uncompleted item. The Escrow Agent shall be held harmless by the Parties for its payment to the City.
6. **Release of Escrow.** One (1) year after the date of conditional acceptance of the Improvements, if there remain no latent defects or uncompleted items, the City shall certify such fact to the Escrow Agent who shall release to the subdivider any money still held in the Escrow Account and the Escrow Agent shall be discharged of its obligations.
7. **Attorney's Fees and Costs.** Each Party agrees to pay its own costs and attorney's fees incurred under any suit or claim relating to this Agreement.
8. **Assignment.** This Agreement is not assignable.
9. **Entire Agreement.** The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter hereof. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein.

10. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of Utah.

11. **Headings and Construction.** The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement. This Agreement shall be interpreted according to the plain meaning of the text herein.

12. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

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

SUBDIVIDER:
CENTURY LAND HOLDINGS OF UTAH, LLC,
a Utah limited liability company

By: [Signature]
Name: CHASE TURNER
Title: VICE PRESIDENT

US TITLE

[Signature]
Escrow Agent
Account No. 041578

HARRISVILLE CITY
By: [Signature]
Mayor, Harrisville City

ATTEST:
[Signature]
City Recorder



APPROVED AS TO FORM:
[Signature]
City Attorney

Exhibit D
Final Subdivision Plat

