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ENT 4368:2019 PG 1 of 9
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Jan 16 3:39 pm FEE 74.00 BY HF
RECORDED FOR SPRINGVILLE CITY CORPORATIO

DEVELOPMENT AGREEMENT SUMSION SPRINGS SUBDIVISION PLAT A

THIS AGREEMENT is entered into effective this 3rd day of JANUARY, 2019, by and between **SPRINGVILLE CITY**, a municipal corporation of the State of Utah, 110 South Main Street, Springville, Utah 84663 ("City"), and **CENTURY COMMUNITIES OF UTAH, LLC**, a Utah limited liability company, located at 2989 N Maple Loop Dr., #100, Lehi, Utah 84043 ("Century").

RECITALS

- A. Century is the owner developing the Sumsion Springs Subdivision Plat A, which property is located at approximately 100 South 950 West in Springville City, Utah County; Utah, and is shown on the Sumsion Springs Plat A plans attached as Exhibit A (the "Property").
- B. Century is responsible for constructing the Sumsion Springs Subdivision Plat A on the Property in the form, design and plan set forth in the Plat A subdivision plan (the "Project").
- C. Century, as owner of the Project, must ensure that certain facilities, infrastructure and improvements are constructed and installed on and about the Property (collectively, the "Public Improvements"); including without limitation, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Project and to ultimately dedicate the Public Improvements to the City. Century has hired UWDMAK to construct and install the Public Improvements ("Century's Contractor").
- D. Century has designed and is developing the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City's general plan; zoning, subdivision and development regulations, as more fully set forth below.
- E. City, acting pursuant to its authority under Utah Code Annotated, §10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.
- F. The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing and the installation, construction and operation of the Public Improvements, all under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Century and City agree to the following:

1. **Recitals Affirmed.** The parties each certify the correctness and accuracy of the facts recited above and adopt the same as a statement of their principal reasons for entering this Agreement.

2. **Plans, Permits and Approvals; Impact Fees.**

A. **Plans; Revised Plans.** Century, or Century's agents or representatives, has prepared detailed construction plans, drawings and specifications (collectively, the "Construction Plans") for the Public Improvements for the Project, which Construction Plans have been approved by City and are incorporated herein by this reference.

B. **Permits and Approvals; Documents.** Century has obtained all necessary governmental approvals, permits and the like (collectively, the "Approvals") for performance of the Project.

C. **Impact Fees.** Impact fees will be paid in accordance with Springville City's ordinances and regulations.

D. **Documents.** Century agrees to provide City with a copy of relevant records and documents relating to the Public Improvements, as reasonably requested by City.

3. **Manner of Performance.**

A. **Compliance with Plans and Laws.** Century shall make sure that the Project is completed (the "Work") (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the "City Code"), rules, regulations, and official policies of the City governing the use, density and intensity of the uses of land within the City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within the City.

B. **Street Trees.** All street tree fees have been paid.

C. **Materials and Labor.** Century is responsible to furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project as described herein.

D. Guarantee of Performance. Century acknowledges and agrees that an improvement completion assurance is required for the Project if the improvements are not installed prior to Century wanting to record the Plat. Century, or Century's Contractor, will furnish to City an improvement completion assurance in accordance with Springville City Code §§ 14-5-202, et seq., in an amount required by Springville City but not to exceed one hundred ten percent (110%) of the engineer's estimate price for faithful completion of the Public Improvements. If Century fully completes and City approves all of the Public Improvements prior to recording the Sumsion Springs Plat A, Century is only required to furnish an improvement warranty.

E. Improvement Warranty. Prior to City's acceptance of the Public Improvements, Century, or Century's Contractor, shall execute an improvement warranty for the one (1) year improvement warranty period and post a ten percent (10%) cash deposit, surety bond, letter of credit, or other similar security that is acceptable to City's City Administrator in accordance with Section 14-5-205 of the City Code.

F. Insurance. Century agrees to obtain and maintain general public liability insurance and property damage insurance with City named as an additional insured, at the rate of Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) aggregate during construction of the Project.

G. Inspections. Century shall ensure that all inspections necessary for the Public Improvements under the City Code are timely requested. Century understands and agrees that failure to request a proper inspection may result in the removal of Public Improvements at the sole cost and expense of Century. The City shall perform inspections as soon as possible and otherwise in good faith following the applicable request in accordance with the City Code.

4. Off-site Work and Additional Fees and Costs.

Century has paid all of the required electrical extension fees.

5. Ownership of Improvements; Acceptance and Dedication. Century shall retain ownership of Public Improvements constructed for the Project and shall remain solely responsible for all necessary maintenance, repairs, and replacements of the Public Improvements prior to final acceptance thereof by City. Century agrees that no connections to the Public Improvements shall occur before City accepts the same, as contemplated herein. City agrees to accept dedication of the Public Improvements upon completion thereof by Century in

accordance with the Construction Plans, the Approvals, and all applicable land regulations. Upon such acceptance by City, (i) Century shall assign and convey to City all of Century's right, title and interest in the Public Improvements in writing (or shall be deemed to have done so by this writing), (ii) Century shall have no further interest in the Public Improvements, and (iii) City shall maintain and operate the Public Improvements as part of its public systems.

6. Reimbursable Costs - Upsized Public Improvements.

Any upsizing costs that City is to reimburse Century, or Century's Century, shall be addressed in another agreement.

7. Water Shares. All required water shares have been tendered.

8. Westfields Overlay Zone Density Bonus Participation. In addition to the minimum performance standards required by City Code §11-5-404, Century is utilizing in accordance with all final approvals for the Project the density bonus mechanisms of the overlay.

A. The base density for both Plat A and Plat B for the Sumsion Springs Subdivision is 71 units. Century is requesting a 15% density bonus allowing for an additional 12 units for a total density of 83 units. Of the 71 units for the entire Sumsion Springs Subdivision, Plat A of the Subdivision has 48 units. The remaining 23 units are part of Plat B.

Century has agreed to the following components to receive the requested density bonus:

Density Bonus Category	Density Bonus Improvement	Bonus %
Parks and Open Space Fees in lieu of park land and improvements	For parcels that are too small for development of a park meeting the minimum City standard of 5 acres, a fee in lieu may be paid at the rate of the value of the land per acre plus improvements totaling no less than the amount per acre established by resolution and approved by the City Council and be prorated at 1.2% density bonus for the equivalent value of 1% land and development costs up to a maximum of 12% density bonus.	3%
Building Materials	b. A density bonus of 8% shall be given where 25% of the gross façade elevation includes brick or stone and the remainder in stucco, wood, or fiber cement siding on detached single-family and attached two-family dwellings.	8%

Density Bonus Category	Density Bonus Improvement	Bonus %
Design Features Porch Improvements	a. A density bonus of up to 2% may be given for a covered porch at least 5 feet deep which covers at least 25% of the front façade width with basic porch supports.	2%
Design Features Window Accents	A density bonus of up to 2% may be given for window opening accents on all front façade windows, such as a window head (e.g., pedimented or hooded) and a projecting sill (e.g. precast or brick) along with keystones, brick soldier coursing, above the window, etc.	2%
TOTAL DENSITY BONUS		15%

B. Parks and Open Space. Century has already paid all Park Fees in Lieu of that are required to receive the above 3% density bonus for Plat A.

9. Notices. Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (e.g. FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 9.

10. Indemnity. Century agrees to indemnify, release and defend City with Counsel of City's choice, and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Century or Century's agents, (ii) any claim or action related to the installation of the Public Improvements or breach of this Agreement, (iii) any negligent or defective construction of any part of the Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Public Improvements by the City; and (iv) liens or claims on the Public Improvements by any persons providing materials and/or services related to such Public Improvements on behalf of or at the request of Century.

11. Authority and Authorization. Century hereby represents and warrants to City that the execution and delivery of this Agreement by Century and the performance of the terms hereof by Century, have been duly authorized through proper action and, upon full execution hereof, this Agreement will be binding on and enforceable against Century.

12. **Future Action.** Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Century's performance of its obligations hereunder, Century shall have the vested right to develop the Project.

13. **Other Laws.** Century may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Century agrees to comply with all laws during construction of the Project and Public Improvements.

14. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.

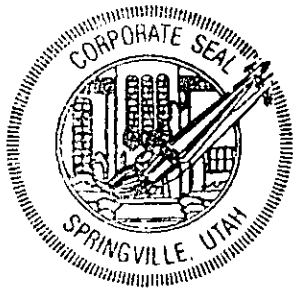
15. **Attorney Fees.** In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

16. **Severability.** Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.

17. **Modification.** Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the City Council and Century.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

SPRINGVILLE CITY



Attest:

K. C. [Signature]
CITY RECORDER

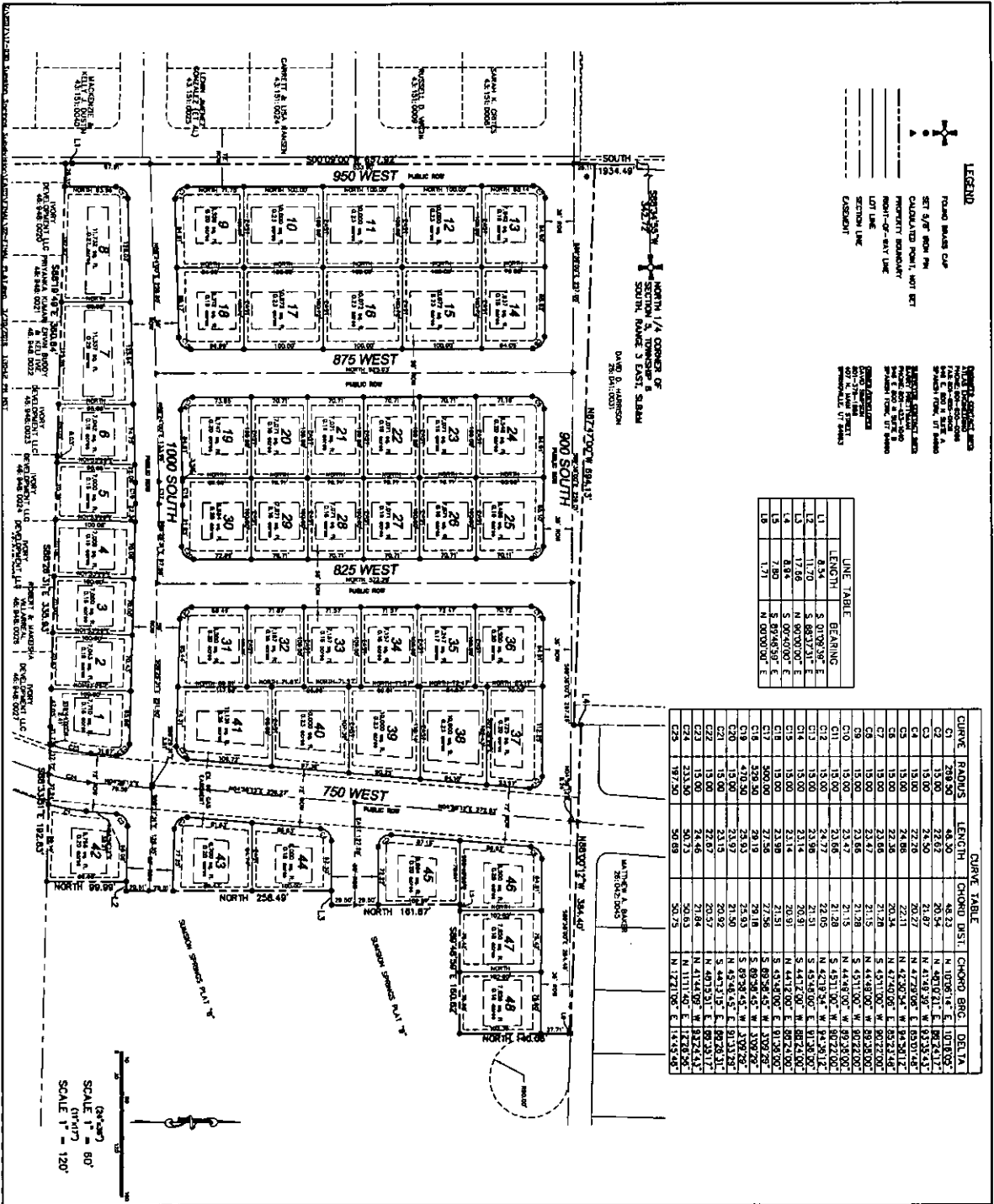
By: [Signature]
Richard J. Child, Mayor

DEVELOPER - CENTURY COMMUNITIES OF
UTAH, LLC

By:  _____

Title: CEO PRESIDENT

Exhibit "A"



LINE TABLE

LINE	LENGTH	BEARING
L1	8.54	S 01°08'39" E
L2	11.70	S 88°52'31" E
L3	15.00	S 00°00'00" E
L4	8.54	S 00°00'00" E
L5	7.90	S 89°46'39" E
L6	1.71	N 00°00'00" E

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DIST	CHORD BEG. DELTA	DELTA
C1	289.50	48.32	48.32	N 103°01'41" E	103°01'41"
C2	15.00	22.62	20.54	N 48°07'41" E	88°24'12"
C3	15.00	24.50	21.87	N 41°39'39" E	81°33'43"
C4	15.00	22.78	20.27	N 47°29'05" E	85°07'48"
C5	15.00	24.88	22.11	N 42°00'00" E	85°33'48"
C6	15.00	22.58	20.24	N 47°29'05" E	85°07'48"
C7	15.00	23.47	21.15	N 44°38'24" E	83°22'00"
C8	15.00	23.66	21.28	N 44°38'24" E	83°22'00"
C9	15.00	23.66	21.28	N 44°38'24" E	83°22'00"
C10	15.00	23.47	21.15	N 44°38'24" E	83°22'00"
C11	15.00	23.66	21.28	N 44°38'24" E	83°22'00"
C12	15.00	24.72	22.05	N 42°00'00" E	85°33'48"
C13	15.00	23.14	20.31	N 44°38'24" E	83°22'00"
C14	15.00	23.14	20.31	N 44°38'24" E	83°22'00"
C15	15.00	23.14	20.31	N 44°38'24" E	83°22'00"
C16	15.00	23.14	20.31	N 44°38'24" E	83°22'00"
C17	15.00	23.14	20.31	N 44°38'24" E	83°22'00"
C18	15.00	23.14	20.31	N 44°38'24" E	83°22'00"
C19	15.00	23.14	20.31	N 44°38'24" E	83°22'00"
C20	15.00	23.14	20.31	N 44°38'24" E	83°22'00"
C21	15.00	23.14	20.31	N 44°38'24" E	83°22'00"
C22	15.00	22.87	20.37	N 40°13'31" E	80°28'17"
C23	15.00	24.46	21.84	N 41°44'00" E	82°24'43"
C24	233.50	50.73	50.73	N 111°40' E	112°28'35"
C25	187.50	50.63	50.73	N 127°10' E	114°53'48"

SURVEYOR'S CERTIFICATE

I, BARRY L. PENTLAND, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 16848, AS PRESCRIBED BY THE STATE OF UTAH, IN THE COUNTY OF KANE, BEING THE COUNTY OF THE LOCATION OF THE LAND DESCRIBED HEREON, AND THAT I AM THE SURVEYOR OF THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBMITTED SAID PLAT OF LAND TO THE COUNTY CLERK OF SAID COUNTY, UTAH, FOR RECORD AND THAT THIS IS TRUE AND CORRECT.

SURVEYOR _____ DATE _____

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES 58874.55' W 54272 FEET AND SOUTH 1934.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 11 EAST, S20N, R11E, MOUNTAIN PLATEAU, 50792.97' E 854 FEET; THENCE S89°47' E 2804.4 FEET; THENCE S89°21' E 3339.9 FEET; THENCE S88°33' E 182.8 FEET; THENCE NORTH 89° 99 FEET; THENCE S89°21' E 1170 FEET; THENCE NORTH 28° 48 FEET; THENCE EAST 171.8 FEET; THENCE S89°21' E 1170 FEET; THENCE NORTH 28° 48 FEET; THENCE NORTH 140.08 FEET; THENCE S89°21' E 244.40 FEET; THENCE S89°47' E 834 FEET; THENCE NORTH 70° 0' E 6941.3 FEET TO THE POINT OF BEGINNING. CONTAINS 1.34 ACRES.

OWNER'S DEDICATION

BEING THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE CAPTIONED DEED, DO HEREBY DEDICATE TO THE PUBLIC THE STRAIGHT LINES TO BE SHOWN AND LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON ON A WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ A.D. 2018.

MEMBER: _____

MEMBER: _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH: _____ A.D. 2018 PERSONALLY ON THE _____ DAY OF _____ AT _____ COUNTY OF UTAH: _____ PERSONALLY KNOWN TO ME OR FROKEN IN THE EYES OF SAID SURVEYOR, I, _____ DO SO, THAT THE FOREGOING DOCUMENT WAS SIGNED BY SAID CORPORAION BY AUTHORITY OF ITS BOARD OF DIRECTORS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, OR ACKNOWLEDGMENT TO ME THAT SAID CORPORATION EMPLOYED THE SAME.

NOTARY PUBLIC COMMISSIONED IN UTAH BY COMMISSION NUMBER _____

NOTARY NUMBER _____ PRINTED FULL NAME OF NOTARY _____

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ COUNTY OF UTAH, BEING A BODY POLITICAL OF SAID COUNTY OF UTAH, DO HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____ A.D. 2018.

APPROVED: _____ MAYOR

APPROVED: _____ CITY ATTORNEY

APPROVED: _____ ENGINEER (SEE SEAL)

APPROVED: _____ CLERK-REGISTRAR

APPROVED: _____ COMMUNITY DEVELOPMENT DIRECTOR

SUMSION SPRINGS FINAL PLAT 'A'

SPRINGVILLE, UTAH COUNTY, UTAH

48 LOTS CONTAINING 1.34 ACRES OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 11 EAST, S20N, R11E, MOUNTAIN PLATEAU, 50792.97' E 854 FEET, BEING THE STRAIGHT LINES TO BE SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

SURVEYOR'S SEAL: _____ NOTARY SEAL: _____ CITY ENGINEER SEAL: _____ CLERK-REGISTRAR SEAL: _____ COMMUNITY DEVELOPMENT DIRECTOR SEAL: _____