



ENT 45608:2013 PG 1 of 10
JEFFERY SMITH
UTAH COUNTY RECORDER
2013 May 09 12:19 pm FEE 61.00 BY SW
RECORDED FOR SARATOGA SPRINGS CITY

SUBDIVISION DEVELOPMENT AGREEMENT
FOR
LANDROCK ESTATES Plat 1

THIS AGREEMENT is made and entered into as of 5 June 2013 by and between the CITY OF SARATOGA SPRINGS ("City") and LANDROCK TRISTAR, LLC ("Developer").

RECITALS:

A. The City has given final approval of the Landrock Estates Subdivision Plat, consisting of 31 building lots, and land dedications for the future Foothill Boulevard and for the City's water tank and a detention pond (the "Subdivision") on approximately 18.134 acres. 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, for and 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 as 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"). 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. 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 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. 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 two years from the date all required improvements are completed, inspected and accepted by the City's designated representative (the "Warranty Period"). 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 by the City's designated representative.

1.1 Fencing. The developer shall install wrought Iron style fencing along any lot lines that abut the Foothill Boulevard right of way, the tank site and the detention pond site, as approved by City staff.

1.2 Landscaping. The developer shall install landscaping around the water tank, the detention pond and in the parkstrip that abuts the tank site. Landscaping shall consist of landscape rock and trees. Landscaping and Irrigation plans shall be approved by City staff prior to installation.

1.3 Landrock Connection Road Dedication. The Landrock Connection Road Dedication plat must be recorded prior to the recordation of the Landrock Estates Subdivision Plat. All improvements associated with the Landrock Connection road dedication must also be bonded for.

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 A attached hereto and made a part hereof. The bond shall provide that periodic completion payments for the improvements described in Exhibit A, 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 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 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.

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

4. 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:

4.1. 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.

4.2. 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 sewer connection fees and sewer impact fees imposed by the City. Lot Owners shall be required to pay sewer connection fees and/or sewer impact fees at the time building permits are obtained for their Lots.

5. 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:

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

5.2. 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.

5.3. 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.

6. 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.

7. 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.

8. Impact Fees. Impact fees for roadways, storm drainage, wastewater, parks and open space and public safety facilities shall be imposed on all lots in the Subdivision in accordance with the City's Impact Fee Ordinance and shall be paid prior to the issuance of a building permit for any development on a lot in the Subdivision.

9. CC&Rs and Owners Association. The Declaration of Covenants, Conditions and Restrictions for the Subdivision (the "CC&Rs"), or an amendment of the existing CC&Rs to include the Subdivision in the form attached as Exhibit B hereto and made a part hereof, shall be recorded at the time of the recording of the Subdivision Plat. City shall not be obligated to issue any building permit that would result in a violation of the CC&Rs. If provided for by the CC&Rs, the Owner's Association for the Subdivision has been or shall be incorporated as a nonprofit corporation with Articles of Incorporation and Bylaws in the forms approved by the City Attorney prior to the recording of the Subdivision Plat.

10. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable 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 the Subdivision Improvements, 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. Integration. This Agreement and the attached exhibits and referenced agreements constitute the entire agreement between the parties as to the matters specifically addressed herein. This Agreement supersedes any and all negotiations, dealings and agreements by the parties subsequent to the execution of the Agreement as to the matters addressed herein. Any amendments to this Agreement must be in writing and signed by both parties hereto.

14. 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.

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

16. 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: Landrock Tristar, LLC
Attn: Ronald Johnston
1374 West 200 South
Lindon, UT 84058

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, 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.

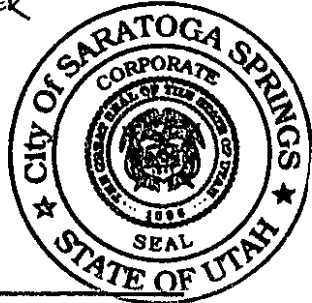
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date hereinabove written.

DEVELOPER

By: [Signature]
Its BRAD A. JENSEN, MANAGER

CITY OF SARATOGA SPRINGS

By: [Signature]
Mayor



Attest: [Signature]
City Recorder

Bond Calculations

Exhibit A

11



SARATOGA SPRINGS

Saratoga Springs Bond Calculation

Project: Landrock Estates Off-Site (Landrock Connection Phase 1)

By: JDL

Date: 5-9-2011

Earthwork

Earthwork Description	Unit	Quantity	Cost per Unit	Total Cost
Clear and Grub Site	ACRE	1.0	\$2,500.00	\$2,500.00
Subtotal				\$2,500.00

Erosion Control

Erosion Control Description	Unit	Quantity	Cost per Unit	Total Cost
Erosion Control*	Acre	1.0	\$2,500.00	\$2,500.00
Subtotal				\$2,500.00

* 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	1,240	\$32.50	\$40,300.00
6' Manhole	EA	2	\$4,250.00	\$8,500.00
4' Manhole	EA	5	\$3,500.00	\$17,500.00
Laterals	EA	13	\$750.00	\$9,750.00
Adjust & Collar SSMH	EA	7	\$350.00	\$2,450.00
Subtotal				\$78,500.00

Culinary Water

Culinary Water Description	Unit	Quantity	Cost per Unit	Total Cost
8" PVC Waterline	LF	560	\$35.00	\$19,600.00
8" Gate Valve	EA	5	\$1,600.00	\$8,000.00
Adjust and Collar Watervlve MH	EA	5	\$250.00	\$1,250.00
8" Cross	EA	1	\$950.00	\$950.00
Service Connections 3/4-1" with Meter	EA	7	\$1,000.00	\$7,000.00
Blow off	EA	2	\$1,850.00	\$3,700.00
Connection to Existing Main (Hot Tap)	EA	1	\$4,500.00	\$4,500.00
Fire Hydrants with Valve	EA	1	\$3,750.00	\$3,750.00
Trace Wire	LF	560	\$0.30	\$168.00
Subtotal				\$48,918.00

Irrigation Water

Irrigation Water Description	Unit	Quantity	Cost per Unit	Total Cost
6" PVC Waterline	LF	560	\$30.00	\$16,800.00
6" Gate Valve	EA	5	\$1,250.00	\$6,250.00
Adjust and collar water valve MH	EA	5	\$250.00	\$1,250.00
6" Cross	EA	1	\$700.00	\$700.00
Irrigation Lateral 3/4-1" with Meter	EA	7	\$1,000.00	\$7,000.00
Blow off	EA	2	\$1,850.00	\$3,700.00
Connection to Existing Main (Hot Tap)	EA	1	\$4,500.00	\$4,500.00
Trace Wire	LF	560	\$0.30	\$168.00
Subtotal				\$40,368.00

Street Improvements

Street Improvements Description	Unit	Quantity	Cost per Unit	Total Cost
2' Curb & Gutter w/Road Base	LF	920	\$20.00	\$18,400.00
4' Sidewalk w/ 6" Road Base	LF	920	\$22.00	\$20,240.00
3" Asphalt	SF	11,960	\$2.00	\$23,920.00
6" Road Base	SF	11,960	\$0.75	\$8,970.00
12" Granular Borrow	SF	13,800	\$1.00	\$13,800.00
ADA Ramp	EA	4	\$750.00	\$3,000.00
Asphalt Saw Cutting	LF	28	\$1.00	\$28.00
Slurry Seal after 1 year warranty period	SF	11,960	\$0.10	\$1,196.00
Street Monuments	EA	1	\$600.00	\$600.00
Subtotal				\$90,152.00

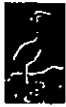
Miscellaneous

Miscellaneous Description	Unit	Quantity	Cost per Unit	Total Cost
Street Light Single Residential	EA	2	\$2,700.00	\$5,400.00
MUTCD Traffic Signs	EA	7	\$500.00	\$3,500.00
Subtotal				\$8,900.00

Total Improvement Cost **\$271,838.00**

Contingency (15%) **\$40,775.70**

Final Bond Amount **\$312,613.70**



SARATOGA SPRINGS

Saratoga Springs Bond Calculation

Project: Landrock Estates On-Site

By: JDL

Date: 5-9-2011

Erosion Control

Erosion Control Description	Unit	Quantity	Cost per Unit	Total Cost
Erosion Control*	Acre	18.134	\$2,500.00	\$45,335.00
Subtotal				\$45,335.00

* 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	2,190	\$32.50	\$71,175.00
5' Manhole	EA	1	\$4,250.00	\$4,250.00
4' Manhole	EA	11	\$3,500.00	\$38,500.00
Laterals	EA	31	\$750.00	\$23,250.00
Adjust & Collar SSMH	EA	12	\$350.00	\$4,200.00
Subtotal				\$141,375.00

Cullnary Water

Cullnary Water Description	Unit	Quantity	Cost per Unit	Total Cost
8" PVC Waterline	LF	2,352	\$35.00	\$82,320.00
8" Gate Valve	EA	7	\$1,600.00	\$11,200.00
Adjust and Collar Watervlve MH	EA	7	\$250.00	\$1,750.00
8" Bend	EA	7	\$625.00	\$4,375.00
8" Tee	EA	2	\$950.00	\$1,900.00
Service Connecions 3/4-1" with Meter	EA	31	\$1,000.00	\$31,000.00
Blow off	EA	1	\$1,850.00	\$1,850.00
Fire Hydrants with Valve	EA	5	\$3,750.00	\$18,750.00
Trace Wire	LF	2,352	\$0.30	\$705.60
Subtotal				\$153,850.60

Irrigation Water

Irrigation Water Description	Unit	Quantity	Cost per Unit	Total Cost
6" PVC Waterline	LF	2,110	\$30.00	\$63,300.00
6" Gate Valve	EA	8	\$1,250.00	\$7,500.00
Adjust and collar water vlve MH	EA	6	\$250.00	\$1,500.00
6" Bend	EA	7	\$500.00	\$3,500.00
6" Tee	EA	2	\$700.00	\$1,400.00
Irrigation Lateral 3/4-1" with Meter	EA	31	\$1,000.00	\$31,000.00
Blow off	EA	1	\$1,850.00	\$1,850.00
Trace Wire	LF	2,110	\$0.30	\$633.00
Subtotal				\$110,883.00

Storm Drain & Land Drain

Storm Drain Description	Unit	Quantity	Cost per Unit	Total Cost
18" RCP	LF	1,250	\$50.00	\$62,500.00
15" RCP	LF	224	\$42.00	\$9,408.00
Single Inlet Box/Catch Basin	EA	7	\$2,500.00	\$17,500.00
48" Manhole	EA	2	\$2,500.00	\$5,000.00
60" Manhole	EA	7	\$2,750.00	\$19,250.00
Combination Box	EA	1	\$3,500.00	\$3,500.00
Oil/Water Separator	EA	1	\$7,500.00	\$7,500.00
Detention Pond	LS	1	\$3,500.00	\$3,500.00
Concrete 5' Waterway (Intersection)	EA	2	\$2,500.00	\$5,000.00
Control Box (box, orifice plate, ect.)	EA	1	\$5,500.00	\$5,500.00
Flared End Section w/ grate and riprap apron	EA	1	\$1,500.00	\$1,500.00
Subtotal				\$140,158.00

Street Improvements

Street Improvements Description	Unit	Quantity	Cost per Unit	Total Cost
2' Curb & Gutter w/Road Base	LF	4,020	\$20.00	\$80,400.00
4' Sidewalk w/ 6" Road Base	LF	4,020	\$22.00	\$88,440.00
3" Asphalt	SF	75,000	\$2.00	\$150,000.00
8" Road Base	SF	75,000	\$1.00	\$75,000.00
Drive Approach (non-residential)	EA	1	\$750.00	\$750.00
ADA Ramp	EA	6	\$750.00	\$4,500.00
Curb Inlet Tie In	EA	7	\$500.00	\$3,500.00
Slurry Seal after 1 year warranty period	SF	75,000	\$0.10	\$7,500.00
Subtotal				\$410,090.00

Miscellaneous

Miscellaneous Description	Unit	Quantity	Cost per Unit	Total Cost
Street Light Single Residential	EA	7	\$2,700.00	\$18,900.00
MUTCD Traffic Signs	EA	4	\$500.00	\$2,000.00
6' Wrought Iron Style Fence	LF	2,130	\$30.00	\$63,900.00
4' Rock Wall	LF	100	\$50.00	\$5,000.00
12" Mow Strip	LF	1,310	\$10.00	\$13,100.00
Landscaping and Irrigation Complete Including Access Roads and parkstrip landscaping for pond, tank, and detention areas.	SF	64,468	\$1.50	\$96,702.00
Bury overhead telephone line	LS	1	\$10,000.00	\$10,000.00
Subtotal				\$209,602.00

Total Improvement Cost **\$1,211,093.80**

Contingency (15%) **\$181,664.04**

Final Bond Amount **\$1,392,757.84**

Exhibit B

CC&R's, not applicable.

11