



ENT 71295:2015 PG 1 of 16  
 JEFFERY SMITH  
 UTAH COUNTY RECORDER  
 2015 Aug 06 3:58 pm FEE 244.00 BY SW  
 RECORDED FOR SARATOGA SPRINGS CITY

**CITY OF SARATOGA SPRINGS  
 INSTALLATION OF IMPROVEMENTS  
 AND BOND AGREEMENT**

**(CASH FORM)**

**THIS AGREEMENT** is made by and between Woodside Homes of Utah, LLC (hereinafter "Developer"), whose address is 460 West 50 North, Ste 200, SLC UT 84101 and the City of Saratoga Springs, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 1307 North Commerce Dr. Suite 200, Saratoga Springs, Utah, 84045.

**WHEREAS**, Developer desires to subdivide and/or to receive permit(s) to develop certain property located within the City, which project is known as Fox Hollow N2, located at approximately Village Parkway and Willow Creek Drive, in the City of Saratoga Springs, Utah; and

**WHEREAS**, pursuant to Utah Code § 10-9a-604.5 and City Code § 19.12.05, the City is authorized to require a cash deposit or cash bond ("Performance Bond") guaranteeing that certain subdivision improvements ("Performance Bond Improvements") will be installed in a timely manner and that all of the improvements, including the Performance Bond Improvements, and all other subdivision improvements, once installed shall remain in good condition and free from all defects in materials and workmanship for a one year period following completion ("Warranty Bond"); and

**WHEREAS**, the City will not approve the subdivision or issue a permit unless Developer promises to install and warrant certain improvements as herein provided and security is provided for that promise and the promises herein in the aggregate amount of \$ 2,672,589.65.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Installation of Improvements.** The attached Engineer's Estimate, or Bond Calculation, contains a list of required improvements including the improvements currently installed, the Performance Bond Improvements, and other improvements that have yet to be installed by the Developer (collectively "Bonded Improvements"). The Bonded Improvements are not exhaustive and are only representative of the improvements for which there is a public need for a Performance Bond and Warranty bond. Developer shall install all the Bonded Improvements as well as: (a) all improvements shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project; and (b) all improvements required by the Planning Commission and City Council approvals, applicable development agreement, City ordinance or regulation, or City standard or specification (collectively "Subdivision Improvements"). Developer shall install the Performance Bond Improvements, Bonded Improvements, and Subdivision Improvements within Twelve (12) months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Bonded and Subdivision Improvements, including the cost of acquiring easements.

**2. Cash Deposit/Bond.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of \$ 2,122,770.53 ("Bond") for deposit with the City in its accounts, which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Performance Bond Improvements ("Performance Bond" or "Performance Bond amount"), or \$ 1,855,511.57, plus 10% of the Bonded Improvements ("Warranty Bond"

or “Warranty Bond amount”), or \$ 267,258.96, to cover the Warranty Period in paragraph 3.

The Developer further agrees that if (1) the Performance Bond Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or (2) the Performance Bond Improvements are not installed strictly in accordance with Paragraph 1 above and strictly in accordance with City regulations, written notice of the deficiency has been given to the Developer, and Developer has failed to remedy the deficiency within 10 calendar days after notice, or (3) the Warranty Bond Improvements fail or need to be repaired during the Warranty Period specified in Paragraph 3, then in any of these events the City may use some or all of the Performance or Warranty Bond amount to install or repair any or all of the Performance Bond Improvements, Warranty Bond Improvements, and/or Bonded Improvements. The City may also use any of the bond amount to cover its administrative costs, attorney fees, litigation costs, or any other cost incurred by the City related to the installation or repair of the Improvements. The Performance Bond and Warranty Bond shall sometimes be collectively referred to as “Bond” or “Bond Amount.”

**3. Warranty.** The Developer hereby guarantees that the Bonded Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials and workmanship during the Warranty Period, as defined below, and the Developer shall promptly make all repairs, corrections, and replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time during the Warranty Period inspect, photograph, or televise the Bonded Improvements and notify the Developer of the condition of the Bonded Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Agreement, “Warranty Period” means the one-year period beginning on the date on which the Bonded Improvements are certified complete by the City.

Developer agrees that if work to replace or repair the Bonded Improvements is not commenced within 10 calendar days of written notice from City, weather permitting, and completed in a reasonable time, then the City may withdraw all or any part of the Warranty Bond amount, in a single or in multiple withdrawals. Further, City shall have the right to withdraw all or any part of the Warranty Bond amount if work is not completed prior to 30 days before expiration of the 1-year warranty period.

**4. Progress Releases.** The City agrees to allow progress releases from the Performance Bond amount as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the Engineer’s Estimate in Exhibit A. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Performance Bond amount in the amount of such estimate. At least 20% of the funds originally deposited to cover the Performance Bond amount shall be retained until all required improvements are installed, inspected, and accepted. Except as provided in this Agreement, the City shall not release or disburse any funds from the Bond. No more than four progress payments in total shall be made and progress payments shall be at least 30 days apart. No progress payments or releases will be made until Developer has paid an administrative fee to the City as specified in the City’s Fee Schedule. No progress releases will be made from the Warranty Bond amount once the Bonded Improvements enter the Warranty Period as specified in paragraph 3.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Bond to complete, construct, repair, or replace the Performance Bond Improvements, Warranty Bond Improvements, and/or Bonded Improvements, the City may withdraw all or any part of the Bond and may cause the Performance Bond Improvements, Warranty Bond Improvements, and/or Bonded Improvements (or any part of them) to be constructed, completed, replaced, or repaired using the funds received from the Bond. If any such work is required, the City may also keep and an additional 15% of the cost of such work as payment for the City's overhead and administrative costs in completing the improvements and administering and enforcing this Agreement. Any funds not expended, or not a part of the 15% overhead costs, in connection with the completion or repair of said improvements shall be refunded to Developer upon completion of the improvements.

6. **Preliminary Release.** At the time herein provided, the City may authorize release of all funds in the Performance Bond. The Warranty Bond amount shall be retained by the City as security for the obligations in paragraph 3 and may be withdrawn by the City as provided in Paragraphs 3 and 5 above for any breach of such an obligation. The release provided for in this Paragraph shall occur when the City certifies in writing that the Subdivision Improvements are complete, which shall be when all of the Subdivision Improvements have been installed as required, fully inspected, and approved in writing by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 3, the City shall notify the Developer in writing of the final release of the Bond. After giving such notice, the City shall relinquish all claims and rights in the Bond, minus any amounts retained pursuant to this Agreement.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Bond as herein provided, and any withdrawals from the Bond by the City, shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Subdivision Improvements as required in Paragraph 1 above, and the right of the City to withdraw from the Bond shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, any breach of any applicable development agreement, failure to comply with conditions of approval, or failure to comply with City ordinances and regulations. Further, the Developer agrees that if the City withdraws from the Bond and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Bond shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

9. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorney's fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Subdivision Improvements and approval thereof by the City.

10. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and

regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect any public improvement to the City's water, sewer, secondary water, and storm drainage systems and shall thereafter utilize and maintain public improvements to the extent and in the manner now or hereafter provided in the City's regulations.

**11. Inspection.** The Subdivision Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Subdivision Improvements. Developer shall provide City with not less than 48 hours' notice, not counting Fridays, Saturdays, and Sundays, notifying City that Developer will be closing a trench to allow City sufficient time to send its representatives to inspect the Subdivision Improvements. The City will not send its representatives until Developer has paid all outstanding fees, and Developer agrees to not close any trenches until such fees have been paid and City representatives have inspected said trenches.

**12. Ownership.** Public improvements covered herein shall become the property of the City upon Preliminary Release, as defined herein, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the public improvements. This paragraph shall in no way relieve Developer of its obligations under paragraph 3, or any other provision of this Agreement, to warranty and guarantee that the Warranty Bond Improvements remain in good condition and free from all defects in materials and/or workmanship for a period of one year after Preliminary Release.

**13. As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Subdivision Improvements, drawings showing the Subdivision Improvements, actual location of water, secondary water, and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Bond until as-built drawings have been provided to the City.

**14. Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) that affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

**15. Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, and assigns of the parties hereto.

**16. Other Improvement Obligations.** The obligations of Developer under this Agreement are exclusive of, and shall not be interpreted to relieve Developer of, any obligations contained in any applicable development agreement, City ordinance or regulation, or City standard or specification. Developer expressly acknowledges that additional improvements may be required pursuant to any applicable development agreement, City ordinance or regulation, or City standard or specification and that this Agreement does not supersede, replace, or take precedence over such additional requirements or obligations. Developer further agrees that its obligation to complete and warrant the Performance Bond Improvements and/or Bonded Improvements is and shall not be conditioned upon the commencement of actual construction work in the subdivision or development, upon the sale of any lots or part of the subdivision or development, or the issuance of any permits include building or occupancy permits.

**17. Other Events Constituting Failure to Perform.** In addition to those events previously or subsequently described herein, the following shall be considered failure to perform or breach of this Agreement, the occurrence of which shall entitle City to invoke any and all remedies outlined in this Agreement or any and all remedies it may have in equity or at law: Developer's abandonment of the project as determined by City, which is defined as expiration of building permits due to inactivity, expiration of approvals per City Code, or inactivity for a period of 6 months or longer excluding the months of November through February; Developer's insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; the commencement of a foreclosure proceeding against the project property; and/or the project property being conveyed in lieu of foreclosure. In the event the Developer files a bankruptcy petition, Developer hereby agrees to waive the automatic stay provisions of the Bankruptcy Code and agrees that City may proceed with exercising any and all remedies herein or any remedies in equity or law.

**18. Access to Property.** Should City elect to use the Bond to complete, repair, or replace the Improvements, Developer expressly grants to City, and any contractor or other agent hired by City, the right of access to the project property.

**19. Notices.** Any notice given under this Agreement shall be in writing and shall be delivered personally, mailed by first class or express mail, or sent by e-mail at or to the following addresses:

NAME OF DEVELOPER: Woodside Homes of Utah, LLC  
 c/o INSERT NAME OF AGENT HERE (or current registered agent): Garrett Seely  
 ADDRESS: 460 West 50 North, Ste 200  
 CITY, STATE: SLC, UT 84101  
 INSERT EMAIL OF AGENT HERE: garretts@woodsidehomes.com

City of Saratoga Springs  
 c/o Mark Christensen (or current City Manager)  
 1307 N. Commerce Drive, Suite 200  
 Saratoga Springs, UT 84045  
 markc@saratogaspringscity.com

Notice shall be deemed given when actually received if personally delivered, the earlier of the day actually received or the third business day after the notice is deposited in the United States mail properly addressed and postage prepaid if sent by mail, or the date a delivery receipt is received if sent by e-mail.

**20. Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

**21. Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

**22. Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such

counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

23. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

24. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

25. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof, which are not contained herein, shall be of any force or effect. However, this Agreement shall not affect any fully-executed agreements that are lawfully approved if said agreements do not conflict with the provisions herein.

26. **Attorney Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney fees, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise. In the case either party chooses to use in-house counsel, attorney fees shall be determined by the average hourly rate of a local attorney with the same level of experience and expertise.

27. **Other Bonds.** This Agreement and the Bond do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity (including the City) having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of the City or other jurisdictions shall not adversely affect the ability of the City to draw on the Bond as provided herein.

28. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

29. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or such exhibit. An unattached exhibit is available from the records of the parties.

30. **Indemnification.** Developer agrees to indemnify, defend, and save harmless City, its officers, employees, and agents from and against any and all claims, lawsuits, damages, proceedings, and liability which may arise as a result of the installation of the Subdivision Improvements and any action of Developer pursuant to this Agreement. This includes any claims of any third-party in paragraph 31 below. City shall have the option to either provide its own defense, with all costs for such being borne by Developer in accordance with paragraph 26, or require that Developer undertake the defense of City.

31. **No Third-Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to City and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, subsequent purchasers, builders, or developers, or others. City shall not be liable to claimants or others for obligations of Developer

under this Agreement. City shall have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have no obligation to make payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 16<sup>th</sup> day of July, 2015.

**CITY:**

**DEVELOPER:**

CITY OF SARATOGA SPRINGS

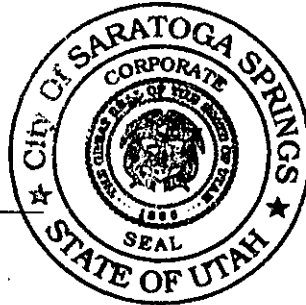
Woodside Homes of Utah, LLC

By: [Signature]  
Mark Christensen, City Manager

By: [Signature]  
Its: Garrett B. Seely  
Authorized Agent

**ATTEST:**

[Signature]  
Lori Yates, City Recorder



APPROVED AS TO FORM:  
[Signature]  
Kevin S. Thurman, City Attorney

**DEVELOPER'S ACKNOWLEDGEMENT**

(Complete if **Developer** is an **Individual**)

STATE OF UTAH )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH )  
: ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he/she is the President of \_\_\_\_\_ a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

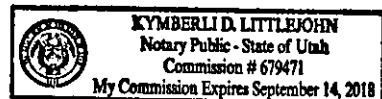
(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH )  
: ss.  
COUNTY OF Salt Lake )

On this 16<sup>th</sup> day of July, 2015, personally appeared before me Garrett B. Seely who being by me duly sworn did say that he or she is the ~~Manager/Managing Member~~ of Woodside Homes of Utah, LLC, a limited liability company, and that the foregoing instrument was duly authorized by the Members of said limited liability company.

Authorized Agent

Kyberli D Littlejohn  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah.







# Exhibit A

## Saratoga Springs Bond Calculation

Project: Fox Hollow N-2

By: Eric Lundell

Date: 5-14-15

### Earthwork

<b>Earthwork Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
Clear and Grub Site	ACRE	27	\$2,875.00	\$77,625.00
Offsite Import/Export	CY	32,895	\$11.50	\$378,292.50
Cut/Fill and Compaction	CY	32,895	\$1.73	\$56,743.88
<b>Subtotal</b>				<b>\$512,661.38</b>

### Erosion Control

<b>Erosion Control Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
Erosion Control*	Acre	27	\$2,875.00	\$77,625.00
<b>Subtotal</b>				<b>\$77,625.00</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

<b>Sanitary Sewer Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
Remove Lateral	EA	100	\$200.00	\$20,000.00
Remove and Relocate Sewer Laterals	EA	48	\$350.00	\$16,800.00
4' Manhole	EA	1	\$2,875.00	\$2,875.00
Adjust & Collar SSMH	EA	25	\$402.50	\$10,062.50
<b>Subtotal</b>				<b>\$49,737.50</b>

### Culinary Water

<b>Culinary Water Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
8" PVC Waterline	LF	388	\$23.00	\$8,924.00
8" Gate Valve	EA	2	\$1,840.00	\$3,680.00
8" Tee	EA	1	\$1,092.50	\$1,092.50
Existing Water Master Meter	EA	1	\$1,000.00	\$1,000.00
Removal of Water Lateral	EA	200	\$200.00	\$40,000.00
Service Connections 3/4-1" with Meter	EA	192	\$1,150.00	\$220,800.00
Fire Hydrants with Valve	EA	1	\$4,312.50	\$4,312.50
<b>Subtotal</b>				<b>\$279,809.00</b>

### Irrigation Water

<b>Irrigation Water Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
Irrigation laterals 4" with Meter	EA	3	\$3,450.00	\$10,350.00
Connection to Existing Main (Hot Tap)	EA	4	\$5,175.00	\$20,700.00
<b>Subtotal</b>				<b>\$31,050.00</b>

### Storm Drain & Land Drain

<b>Storm Drain Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
24" RCP	LF	39	\$46.00	\$1,794.00

Off-site Detention Basin	EA	1	\$5,000.00	\$5,000.00
4" Perforated Drain Pipe	LF	1,400	\$3.45	\$4,830.00
Single Inlet Box/Catch Basin	EA	1	\$2,875.00	\$2,875.00
<b>Subtotal</b>				<b>\$14,499.00</b>

**Street Improvements**

<b>Street Improvements Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
4' Sidewalk w/ 6" Road Base	LF	5,110	\$17.25	\$88,147.50
5' Sidewalk w/ 6" Road Base	LF	3,256	\$23.00	\$74,888.00
6' Sidewalk w/ 6" Road Base (Spillway)	LF	110	\$28.75	\$3,162.50
10' Sidewalk w/ 6" Road Base (Access Road)]	LF	350	\$46.00	\$16,100.00
3" Asphalt*	SF	80,000	\$2.30	\$184,000.00
8" Road Base	SF	87,056	\$1.15	\$100,114.40
18" Granular Borrow	SF	87,056	\$1.84	\$160,183.04
ADA Ramp	EA	60	\$862.50	\$51,750.00
Striping for Parking stalls (4" solid stripe)	LF	1,260	\$0.77	\$970.83
<b>Subtotal</b>				<b>\$679,316.27</b>

\* Denotes exception may be granted if weather prohibits paving

**Miscellaneous**

<b>Miscellaneous Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Cost per Unit</b>	<b>Total Cost</b>
Street Light Double Arterial	EA		\$7,072.50	\$0.00
Street Light Single Arterial	EA		\$5,520.00	\$0.00
Street Light Double Collector/Commercial	EA		\$6,152.50	\$0.00
Street Light Single Collector/Commercial	EA		\$4,772.50	\$0.00
Lockable Fuse Boxes	EA	1	\$320.00	\$320.00
Street Light Single Residential	EA	1	\$3,105.00	\$3,105.00
MUTCD Traffic Signs	EA	38	\$345.00	\$13,110.00
Lot backyard 6' Vinyl Private Fence	EA	27	\$5,175.00	\$139,725.00
36" Split Rail Vinyl Fence	LF	1,010	\$20.70	\$20,907.00
42" Split Rail Vinyl Fence	LF	1,240	\$23.00	\$28,520.00
3' Vinyl Fence	LF	60	\$20.70	\$1,242.00
6' Vinyl Fence	LF	1,330	\$23.00	\$30,590.00
Rock Wall Type A-A'	LF	1,230	\$80.50	\$99,015.00
Rock Wall Type B-B'	LF	170	\$103.50	\$17,595.00
Basketball Court, Pavillion, Playground, and benches	LS	1	\$86,250.00	\$86,250.00
Tot lot w/ soft-fall play surfacing and concrete mowcurb	LS	1	\$23,000.00	\$23,000.00
6' Concrete pathways for ammenities	LF	520	\$34.50	\$17,940.00
Paint Lot Numbers on the Curb	LS	1	\$500.00	\$500.00
12" Mow Strip	LF	1,265	\$11.50	\$14,547.50
Detention Basin	EA	1	\$10,000.00	\$10,000.00
Landscaping and Irrigation	SF	238,000	\$1.73	\$410,550.00
Trees in public	EA	320	\$345.00	\$110,400.00
As-Builts	EA	1	\$575.00	\$575.00
<b>Subtotal</b>				<b>\$1,027,891.50</b>

<b>Total Improvement Cost</b>	<b>\$2,672,589.65</b>
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**Performance Bond Amount (Estimated Cost of Remaining Improvements) \$1,855,511.57**

**Warranty Bond Amount (10% of Total Improvement Cost) \$267,258.96**

**Bond To Be Posted (Performance Bond + Warranty Bond) (GL # 10 - 280000 for Cash Bonds) \$2,122,770.53**

<b>Review and Inspection Fees - GL # 10-3419-100</b>	<b>\$36,984.78</b>
<b>Lockable Fuse Box Fees - GL # 10-3424-100</b>	<b>\$320.00</b>
<b>Total Fees Due</b>	<b>\$37,304.78</b>



Pre-Bond Reduction #1

Project: Fox Hollow N-2

By:

Date: 6/30/2015

WORK COMPLETED	AMOUNT
Work completed period one:	\$ 817,078.08
Work completed period two:	\$ -
Work completed period three:	\$ -
Work completed period four:	\$ -
Work completed period five:	\$ -
Work completed period six:	\$ -
Work completed period seven:	\$ -
<b>Totals completed to date:</b>	<b>\$ 817,078.08</b>
Less previous payment recommendations:	\$ -
Release of 10% warranty amount at end of warranty period	\$ -
<b>Amount recommended for reduction/payment</b>	<b>\$ 817,078.08</b>

PREVIOUS PAYMENT RECOMMENDATIONS		
Date	Type	Amount
	Bond Reduction #1	\$0.00
	Bond Reduction #2	\$0.00
	Bond Reduction #3	\$0.00
	Bond Reduction #4	\$0.00
	Bond Reduction #5	\$0.00
	Bond Reduction #6	\$0.00
	Bond Reduction #7	\$0.00
<b>TOTAL</b>		<b>\$0.00</b>
Percent Complete		31%
\$ Remaining before this release		\$2,672,589.65
\$ Remaining after this release		\$1,855,511.57
% Remaining After This Release		69%

ITEM	AMOUNT
Total Improvement Cost:	\$2,672,589.65
Posted Bond:	
Date:	
Remaining Improvement Cost:	\$1,855,511.57
Warranty Amount:	\$267,258.96
Bond to be Posted/Held:	\$2,122,770.53

days of the recordation of this plat, a map of the survey I have completed with the Utah County Surveyor.

### BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the southwesterly corner of The Village of Fox Hollow Plat "3", being a point on the easterly line of Village Parkway and a 846.50-foot radius curve to the right, which point is 1841.52 feet, North 00°17'21" East along the section line and 1845.00 feet, South 89°42'39" East from the Southwest Quarter corner of said Section 12, and running thence along said line and the southeasterly line of said Village Parkway the following three (3) courses: (1) thence northeasterly 345.11 feet along the arc of said curve through a central angle of 23°21'33" (chord bears North 57°28'22" East, 342.73 feet); (2) thence North 69°09'08" East, 112.38 feet to the point of curvature with a 546.50-radius curve to the right; (3) thence southeasterly 439.05 feet along the arc of said curve through a central angle of 46°01'50" (chord bears South 87°49'57" East, 427.34 feet) to the point of compound curvature with a 12.00-foot radius curve to the right; thence southeasterly 19.11 feet along the arc of said curve through a central angle of 91°13'58" (chord bears South 19°12'03" East, 17.15 feet); thence South 26°24'56" West, 85.40 feet to the point of curvature with a 97.00-foot radius curve to the right; thence southwesterly 77.97 feet along the arc of said curve through a central angle of 46°03'14" (chord bears South 49°26'33" West, 75.89 feet); thence South 17°31'50" East, 56.00 feet; thence South 00°09'58" West, 187.36 feet; thence South 89°34'45" West, 160.97 feet; thence South 75°35'28" West, 149.14 feet; thence South 24°48'40" East, 11.34 feet; thence South 52°39'07" West, 73.97 feet; thence North 34°48'45" West, 197.24 feet to a 613.00-foot radius curve to the left, thence along arc of said curve 77.80' through a delta of 7°16'17" (chord bears South 51°33'06" West 77.74 feet), thence South 42°44'18" East 14.00 feet to a 599.00-foot radius curve to the left; thence southwesterly 57.09 feet along the arc of said curve through a central angle of 05°27'40" (chord bears South 45°12'03" West, 57.07 feet); thence North 47°31'47" West, 14.00 feet to a 613.00-foot radius curve to the left; thence southwesterly 1.94 feet along the arc of said curve through a central angle of 00°10'54" (chord bears South 42°22'46" West, 1.94 feet); thence North 47°42'41" West, 56.00 feet to a 12.00-foot radius curve to the left; thence northwesterly 17.72 feet along the arc of said curve through a central angle of 84°35'59" (chord bears North 00°00'41" West, 16.15 feet); thence North 42°18'41" West, 193.60 feet to the point of beginning. Contains 6.23 acres, more or less and 51 lots.

Matthew B. Judd 1167268 June 30, 2015  
SURVEYOR NAME LICENSE No. DATE:

### OWNER'S DEDICATION

Know all men by these presents that Terry L. Wade the authorized agent of the owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as **'THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 2 AMENDED' PLANNED UNIT DEVELOPMENT**

do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.

In witness whereof I have hereunto set 30th this day of June, A.D. 2015

Terry L. Wade Hillside Partner Garrett B. Seely Woodside Home

### OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH }  
County of Utah } S.S.

ENT 71295:2015 PG 13 of 16

On the 30th day of June, A.D. 2015, personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said



days of the recording of this plat, a map of the survey I have completed with the Utah County Surveyor.

stitution. No have any

### BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the southwesterly corner of The Village of Fox Hollow Plat Neighborhood 2 Phase 2 Amended, being a point on the easterly line of Village Parkway, which point is 1841.52 feet, North 00°17'21" East along the section line and 1845.00 feet, S 89°42'39" E from the Southwest Quarter Corner of said Section 12, and running thence along said boundary the following 2 calls, 1) thence S 42°18'41" E 193.60 feet to the point of curvature with a 12.00' radius curve to the right; 2) thence along said curve 17.72 feet through a delta of 84°36'00" (chord bears S 00°00'41" E 16.15 feet) to the boundary of The Village of Fox Hollow Plat Neighborhood 2 Phase 3 Amended; thence along said boundary the following 4 calls; 1) thence along an arc of a 669.00' radius curve to the left 70.99 feet through a delta of 6°04'49" (chord bears S 39°14'54" W 70.96 feet), 2) thence S 53°47'30" E 56.00 feet, 3) thence S 53°47'30" E 213.83 feet; 4) thence S 32°56'13" W 46.55 feet; thence S 17°51'08" W 160.15 feet; thence S 10°11'00" W 162.67 feet; thence S 20°40'13" W 222.54 feet; to a 599.00' radius curve to the left, thence along arc of said curve 39.61 feet along the arc of said curve through a delta of 03°47'21" (chord bears S 34°38'32" E 39.61 feet); thence S 53°27'47" W 14.00 feet to a 613.00' radius circle to the left, thence along arc of said curve 11.91 feet through a delta of 01°06'48" (chord bears S 37°05'37" E 11.91 feet) to the point of compound curvature with a 97.00' radius curve to the left; thence along arc of said curve 206.00 feet through a delta of 121°40'46" (chord bears N 81°30'36" E 169.41 feet); thence S 69°19'47" E 70.00 feet; thence S 70°10'17" E 157.59 feet; thence S 50°16'25" W 32.92 feet; thence S 57°47'30" W 61.89 feet; thence S 64°28'54" W 61.95 feet; thence S 72°35'54" W 480.76 feet to the easterly line of said Village Parkway ROW and a 2553.50' radius curve to the left; thence along arc of said ROW the following 2 calls, 1) thence along arc of said curve 335.44 feet through a delta of 07°31'36" (chord bears N 19°53'08" W 335.19 feet) to the point of reverse curvature with a 846.50' radius curve to the right; 2) thence along arc of said curve 1,025.95 feet through a delta of 69°26'31" (chord bears N 11°04'20" E 964.30 feet) to the point of Beginning. Parcel contains 10.99 acres, more or less and 76 lots.

ring that lot. No nection fees, its secured t maintained agents, and on private ore plat approval utility drainage il.

ENT 71295:2015 PG 15 of 16

Matthew B. Juchel  
SURVEYOR NAME

16726B  
LICENSE No.

June 30, 2015  
DATE:

### OWNER'S DEDICATION

Know all men by these presents that Terry L. Wade, the authorized agent of the undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as **'THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 4 AMENDED' PLANNED UNIT DEVELOPMENT**

do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.

In witness whereof Terry Wade have hereunto set 30th this day of June, A.D. 2015

Terry L. Wade Hillside Partner

Garrett B. Seely Woodside Partner

### OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH }  
County of Utah } S.S.

On the 30th day of June, A.D. 2015, personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said

BOUNDARY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point 795.14 feet, North 00°17'21" East along the section line and 2,371.44 feet, East from the Southwest corner of said Section 12, and running thence North 70°10'17" West, 157.59 feet; thence North 69°19'47" West, 70.00 feet to a 97.00-foot radius curve to the right; thence southwesterly 206.00 feet along the arc of said curve through a central angle of 121°40'46" (chord bears South 81°30'36" West, 169.41 feet) to the point of compound curvature with a 613.00-foot radius curve to the right; thence northwesterly 11.91 feet along the arc of said curve through a central angle of 01°06'48" (chord bears North 37°05'37" West, 11.91 feet); thence North 53°27'47" East, 14.00 feet to a 599.00-foot radius curve to the right; thence northwesterly 39.61 feet along the arc of said curve through a central angle of 03°47'21" (chord bears North 34°38'32" West, 39.61 feet); thence North 20°40'13" East, 222.54 feet; thence North 10°11'00" East, 162.67 feet; thence North 17°51'08" East, 160.15 feet; thence South 69°19'47" East, 276.48 feet; thence South 20°40'13" West, 24.94 feet; thence South 69°19'47" East, 245.89 feet; thence South 38°42'03" West, 42.11 feet; thence South 20°48'27" West, 229.52 feet; thence South 27°43'35" West, 61.78 feet; thence South 35°14'16" West, 61.89 feet; thence South 42°45'21" West, 61.89 feet; thence South 50°16'25" West, 28.97 feet to the point of beginning. Parcel contains 5.68 acres, more or less and 51 lots.

ENT 71295:2015 PG 16 of 16

Matthew B. Judd

11072162

June 30, 2015

SURVEYOR NAME

LICENSE No.

DATE:

OWNER'S DEDICATION

Know all men by these presents that Terry L. Wade the authorized agent of the undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as **THE VILLAGE OF FOX HOLLOW PLAT NEIGHBORHOOD 2-PHASE 5 AMENDED' PLANNED UNIT DEVELOPMENT**

do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.

In witness whereof I have hereunto set 30th this day of June, A.D. 2015

[Signature]

[Signature]

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH }  
County of Utah } S.S.

On the 30th day of June, A.D. 2015, personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) of the above Owner's dedication, 1058307 in number, who duly acknowledged to me that Terry L. Wade signed it