

ENT 90242 BK 4435 PG 449
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1997 Nov 14 9:29 am FEE 0.00 BY JW
RECORDED FOR ALPINE CITY

WATER AND SEWER EXTENTION AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the 14th day of October, 1997, by and between Alpine City, a municipal corporation, hereinafter referred to as the "City", and Will Jones, located at 300 North & Willow Canyon hereinafter referred to as the "Developer."

RECITALS:

- A. The Developer has heretofore made application to the City for approval of Developer's project described as stubbing of sewer and water lines into Developer's property located at 300 North & Willow Canyon
- B. Developer's project shall be known as Will Jones Water and Sewer Development more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.
- C. The purpose of this Agreement is to reduce to writing the respective agreements and understandings of the parties regarding the development of the Project in conformance with the ordinances, rules and regulations of the City governing development of the property within the City.
- D. The City has received a proposal from the Developer to voluntarily extend and construction of certain public improvements and facilities within and adjacent to the Project. The parties desire to incorporate the terms of Developer's proposal as part of this Development Agreement.

AGREEMENT

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

I. Project Description:

- A. Compliance with General Plan. The Project will be developed by the Developer in accordance with the City's General Plan. Among other things, the General Plan provides for Single Family Residential uses on the subject property.

B. Zoning. The Project property is presently zoned CR-1 according to the Zoning Map of the City and shall be developed in accordance with the conditions and requirements of that zone.

II. Development Requirements. The following requirements shall apply to the Project:

A. Developments Requirements. Developer intends to stub water and sewer lines to four possible future lots and one possible future street in a parcel that has been subdivided. Developer's proposal is depicted in Exhibit's B and C. The proposed subdivision has not been approved by the City and the stubbing of these lines in no way binds the City to future approval of the subdivision as depicted in Exhibit's B and C. The installation of the Water and Sewer lines is subject to conditions in accordance with existing City ordinances, rules and regulations.

B. Compliance with City Ordinances and Development Requirements. The Project shall be developed in accordance with the ADA requirements, ordinances and development requirements of the City governing property in the CR-1 Zone. All required drawings and other supporting documents for the Project, shall be prepared and submitted to the City for its review and approval.

C. Special Provisions

Annexation-- Portions of the property that are currently not in the City limits must be annexed prior to beginning the subdivision process.

III. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the ordinances and development standards of the City and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements at the Project site, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations before a certificate of occupancy will be granted.

IV. **Fees.** No fees shall be due at this time.

V. **Bonds.** The Developer shall deliver to the City the following Bonds: Bond guaranteeing construction of the improvements

All required Bonds must be in a Form, in the Amount, and of such a Type as approved by the City Attorney.

VI. **Legal Description.** Exhibit "A" shall be prepared by the Developer in the form of a legal description of the Project. At the description of the City, such legal description may be recorded among the land records of Utah County.

VII. **City Obligations.** Subject to Developer complying with all of the City's ordinances, rules, regulations and the provisions of this Agreement the City agrees to:

A. Maintain public improvements dedicated to the City following satisfactory completion thereof by Developer and acceptance of the same by the City.

VIII. **Right of Access.** Representatives of the City shall have the reasonable right of access to the Project site during the period of construction to inspect or observe the Project and any work thereon.

IX. **Assignment.** The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City.

X. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the parts for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address below:

To the Developer:

Will S. Jones
 Pine Valley Realty
 50 West Canyon Crest
 Alpine, Utah 84004
 756-3581

To the City:

Alpine City
 Attn: City Recorder
 20 North Main
 Alpine, Utah 84004
 (801) 756-6347

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

- XI. **Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default the non defaulting party may, at its election, have the following remedies:
- A. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
 - B. The right to withhold all further approvals, licenses, permits or other rights associated with any project or development described in this Agreement until such default has been cured.
 - C. The rights and remedies set forth herein shall be cumulative.
- XII. **Attorney's Fees.** In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorney's fee.
- XIII. **Integration.** This Agreement, together with the Exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties, whether oral or written with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective parties hereto.
- XIV. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- XV. **Binding Effect.** This Agreement shall insure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (if any assignments are allowed as provided herein).
- XVI. **No Third Party Rights.** The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The City alone shall be entitled to enforce or waive any provisions of this Agreement.
- XVII **Further Documentation.** This Agreement is entered into by both parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future agreements. The City agrees to cooperate with the Developer as may be reasonable and appropriate to enable

Developer to obtain available tax benefits related to this Agreement. The City does not warrant or represent that Developer will receive any tax benefits in connection with the Project.

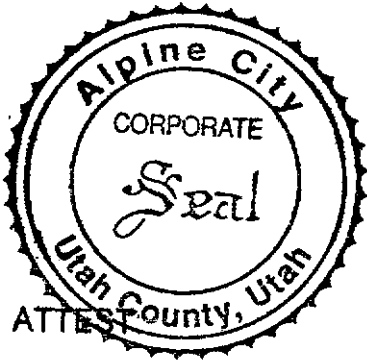
XVIII. Termination. Notwithstanding anything in this Development Agreement to the contrary, it is agreed by the parties hereto that in the event the Project, including all phases thereof, is not completed within three (3) years from date of this Agreement, or in the event the Developer does not comply with the General Plan, development ordinances of the City and the provisions of this Development Agreement, the City shall have the right, but not the obligation at the sole discretion of the City to terminate this Agreement and/or to not approve any additional phases for the Project

Any termination may be effected by the City by giving written notice of intent to terminate to the Developer at the address of the Developer set forth herein. Whereupon the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement by and through their respective duly authorized representatives as of the day and year first herein above written.

ENT 90242 BK 4435 PG 454

ALPINE CITY



[Signature]
Mayor

[Signature]
City Recorder

Approved as to form

[Signature]
City Attorney

"DEVELOPER"

Eastfield Properties LLC

By: Will S. Jones

Its: Manager / member

ATTEST:

[Signature]

EXHIBIT "A"

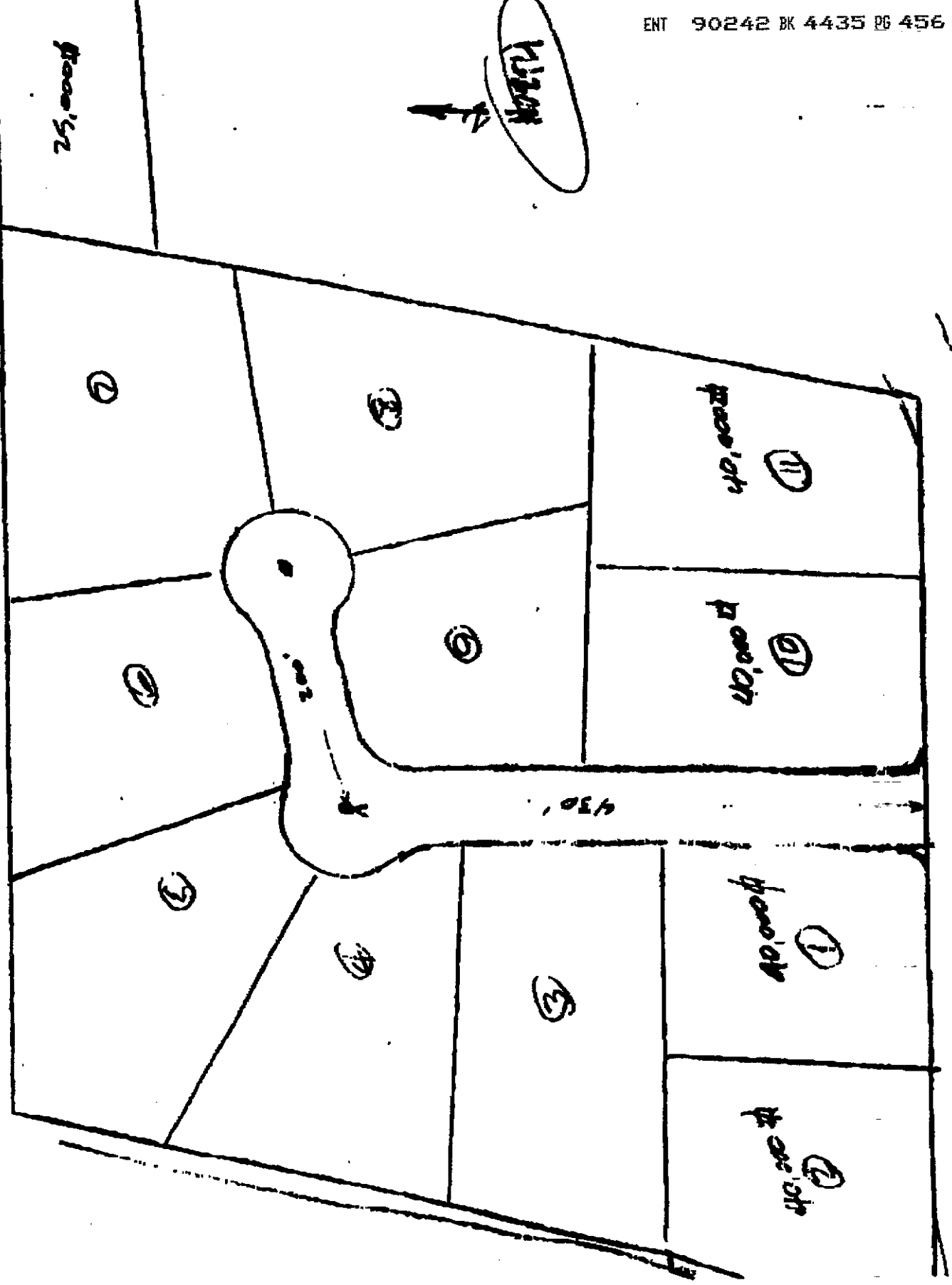
Commencing at a fence corner located South $89^{\circ}57'36''$ West along the $\frac{1}{4}$ Section line 669.596 feet and North 123.391 feet from the East one-quarter corner of Section 19, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence along a fence line as follows: South $89^{\circ}05'35''$ West 715.591 feet, North $89^{\circ}39'39''$ West 69.501 feet, North $21^{\circ}42'18''$ East 170.18 feet, North $15^{\circ}29'49''$ East 91.519 feet, North $11^{\circ}31'26''$ East 447.018 feet, North $86^{\circ}54'41''$ East 18.876 feet, North $88^{\circ}33'$ East 725.07 feet, North $88^{\circ}31'04''$ East 223.979 feet; thence along a fence line and Davis title (W.D. 14523) as follows: South $5^{\circ}27'02''$ West 113.381 feet, South $86^{\circ}32'30''$ West 232.18 feet, South $12^{\circ}19'11''$ West 318.80 feet, South $10^{\circ}41'20''$ West 262.749 feet to the point of beginning.

* * *

10-02-97 09:20AM FROM 801 756 2362
09/30/1997 13:21 8017560203

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13
Attn: Shane 756-2362
From: Will



10-02-97 09:20AM

FROM 801 756 2362

TO 9/7561189

P003/003

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