

**PERRY CITY
IMPROVEMENT AGREEMENT**

ENTERED AUG 13 2025

The Parties to this Improvement Agreement ("Agreement") are _____ a(n) Contemporary Homes (individual, corporation, limited liability company, partnership), ("Developer") and Perry City ("City"). The Effective Date of this Agreement will be the date the Final Subdivision Plat ("Plat"), as approved by the land use authority, is recorded at the Office of the Box Elder County Recorder.

RECITALS

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

WHEREAS, the Developer seeks permission to subdivide property within City, to be known as Heather Ridge Phase 6 ("Subdivision"), which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property");

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

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

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

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

- 1. Legal Description.** The Subdivision and Property is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
- 2. Improvements.** The Developer shall construct and install, at his own expense, those on-site and off-site subdivision improvements approved by the land use authority and as listed on Exhibit "B" attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the improvements will arise immediately upon Plat approval by the City, will be independent of any obligations of the City contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development. Developer shall fully follow and implement all applicable provisions of the Perry Municipal Code and other applicable laws and regulations.
- 3. Security.** To secure the performance of his obligations hereunder, the Developer will make a Cash Deposit ("Financial Guarantee") to be held in Escrow as set forth in Exhibit "C" attached hereto. The Financial Guarantee will be payable to the City at any time upon presentation of:

- a. A sight draft drawn on the issuing Escrow Holder in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; or
- b. A request executed by the City Attorney or City Recorder stating that the City is entitled to make a draw or Developer is in default under this Agreement;
- c. A request by the City under this Agreement or for Inspection/Subdivision Fees. Developer hereby authorizes the release of any and all outstanding Inspection/Subdivision Fees as specified in the Exhibit "B" and/or the Perry Municipal Code.

4. **Standards.** The Developer will construct the Improvements according to the Public Work Standards for Development, Design, and Construction (Standards), the Perry Municipal Code, and applicable building or other codes adopted by the City and/or State, all of which are incorporated herein by this reference.

5. **Warranty.** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the City issues Conditional Acceptance of all Improvements.

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

- a. Conform to the approved Plat attached in Exhibit "D" incorporated herein by this reference.
- b. Conform to the Final Approval granted by the land use authority as set forth in the minutes.
- c. Covenants, Conditions & Restriction to be reviewed and approved by the City Attorney.

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

CITY'S OBLIGATIONS

8. **Plat Approval.** The City has approved the Final Subdivision Plat ("Plat"), which is substantially similar to the Plat attached in Exhibit "D" and incorporated herein. Approval of the Plat and this Subdivision is subject to the applicable state laws and local ordinances in effect at the time of Plat approval as well as approval.

9. **Common Area and Open Space.** Any Open Space or Common Area shown on the Plat shall be dedicated to the City, or acceptable third party, to be held by the same in a Perpetual Conservation Easement. The City may also preserve the natural resources, aesthetics, and effectively manage wetlands, natural habitat, storm water, and secondary water for the benefit of the entire community and for the benefit of wildlife. Owners hereby acknowledge and accept that any Open Space dedicated as part of the Subdivision may include: wetlands, recreation, trails, and similar uses that protect the openness of the property. Owners hereby acknowledge and agree that no Owners shall use any of the Open Space for individual use, personal use, off-highway vehicle use, unauthorized camping, storage, parking, littering, dumping of any kind, or other unauthorized use or activity that may subsequently be imposed by the City at the risk of being cited for trespassing. Owners hereby acknowledge, agree, and consent that wetland

preservation, storm water, flood control, wildlife habitat, and other similar or related activities may occur on any and all Open Space at any time along with activities and preservation measures that may be disruptive, disturbing, or interfere with the use and enjoyment of Owners property and that Owners shall have no objection nor complaint of such occurring. City may also at its sole discretion implement conservation measures, nature programs, storm water facilities and structures, flood control, irrigation facilities and structures, or similar activities at any time. City may assign a separate written Conservation Easement to a land trust or third-party entity to administer and/or maintain. The Owner of each Lot hereby acknowledges, agrees, and understands that under some circumstances the Subdivision may create a Home Owners Association (HOA) which may operate and maintain Open Space or Common Area subject to a separate agreement.

10. Subdivision Facilities.

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

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

12. Notice of Defect. The City will provide timely notice to the Developer whenever inspection reveals that an Improvement does not conform to the standards and specifications shown on the approved subdivision improvement drawings, the adopted Standards, the Perry Municipal Code, or is otherwise defective. The Developer will have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City may not declare a default under this Agreement during the thirty (30) day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect.

13. Acceptance of Improvements, Management of Financial Security, and Use of Proceeds. The City and Developer shall adhere to the processes outlined in the Perry Municipal Code and the Escrow Agreement (set forth in Exhibit "C") for accepting improvements, managing the financial security, and use of the financial security.

OTHER PROVISIONS

14. Indemnification and Improvements. The Developer and Owners of any or all Lots in the Subdivision hereby expressly agree to forever indemnify and hold the City harmless from and against all claims, costs, and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. Such Owners further forever agree to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work or any

Improvements pursuant to this Agreement or development, maintenance, and operation of the Subdivision. The Owners of any or all Lots in the Subdivision hereby expressly acknowledge and hold City and Developer harmless for the Secondary Water System (the "System") as provided in the Improvements which supplied by one or more third party irrigation companies or entities and is subject to drought, rationing, regulations, and strict conservation measures and agree to conform to such. Owners also acknowledge and hold City and Developer harmless for any third-party negligence, service interruption, power failure, water shortage, drowning, misuse, water staining or discoloration, or any other use or service limitation relating to the System, failure to provide timely service, or otherwise. Owners also acknowledge and hold City and Developer harmless for any chemical treatment or service to the secondary water system and are hereby given notice not to consume, drink, or use secondary water for any purpose other than outdoor irrigation, including not allowing any animals or pets to use or consume secondary water. Also, said System may contain bryozoan or bryozoan colonies, mollusks, crustaceans, moss, algae, debris, or foreign objects that require Owners to provide continuous maintenance and upkeep, winterization measures, and specialized operation or handling.

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

16. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

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

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

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

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

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

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

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

24. Benefits. The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also bind the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will release the Developer's Financial Guarantee if it accepts new security from another developer or lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from this liability under this Agreement. If the project comes under new ownership, the new owner/Developer shall contact the City in writing within thirty (30) days of the transfer to notify the City of the change in ownership and to schedule a pre-construction meeting. The new Developer shall provide and sign an updated Financial Guarantee (Escrow Agreement).

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

a. Developer: 1242 S. 2200 W., Syracuse, UT simmons7242@gmail.com
Mailing Address Email


b. City: 1950 S Hwy 89, Perry, Utah 84302 rbarnhill@perrycityut.gov

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

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

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

FOR CITY:


Mayor

Mayor

8/13/2025
Date

Date _____

ATTEST:

Shannon Johnson
City Recorder

City Recorder

APPROVED AS TO FORM:

True up.

City Attorney

CITY ACKNOWLEDGMENT

State of Utah

)

SS:

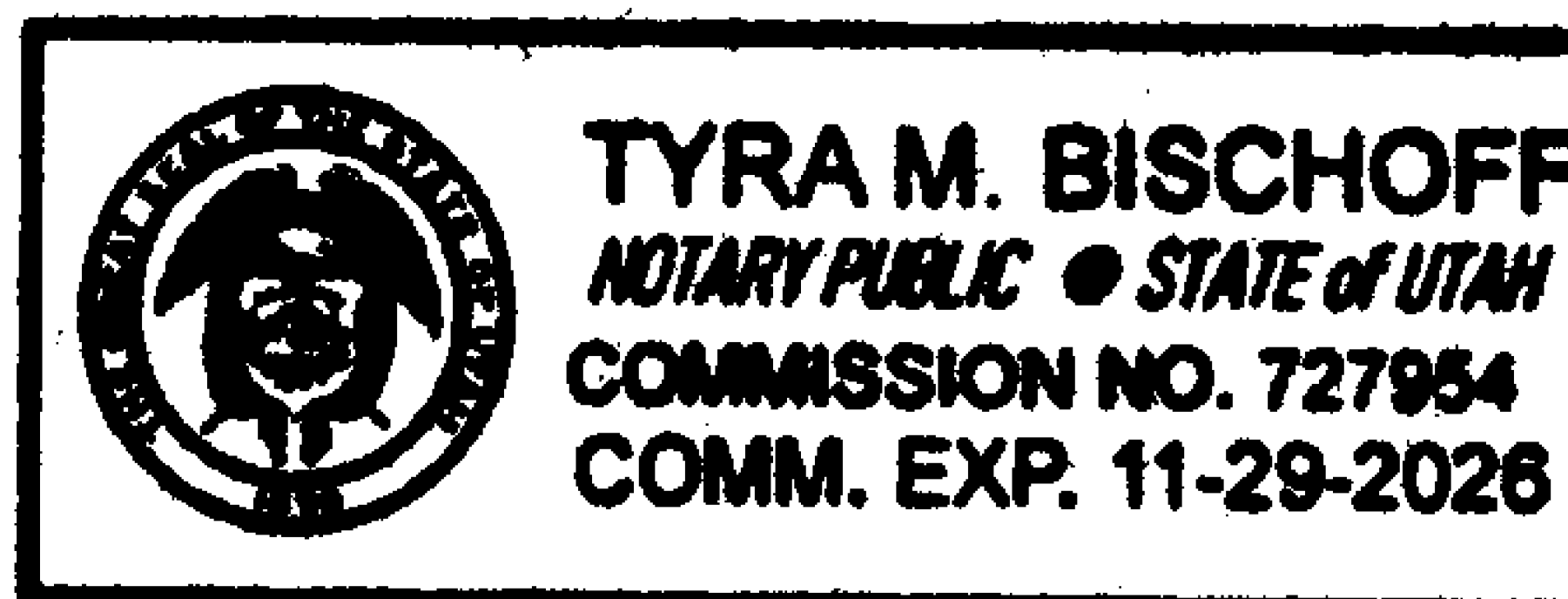
County of Box Elder

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On the 13th day of AUGUST 2025 personally appeared before me Kevin Jeppsen, Mayor, duly sworn, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

M. J. [Signature]
Notary Public

Notary Public



SCHEDULE OF EXHIBITS

Exhibit A: Property Description to Be Subdivided

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

Exhibit C: Financial Guarantee (Escrow Agreement)

Exhibit D: Final Subdivision Plat

FOR DEVELOPER:

Contemporary Homes 8-7-25
Developer, Date
Managing Member/Authorized Agent

CORPORATE ACKNOWLEDGMENT

State of Utah)

ss:

County of ~~Box Elder~~)
Davis

On the 7th day of August, 2025, personally appeared before me John Simons,
Managing Member/Authorized Agent of the Contemporary Homes, duly sworn, and the signer
of the within instrument, who duly acknowledged to me that he executed the same in his authorized
capacity.

Nicholas Taylor
Notary Public

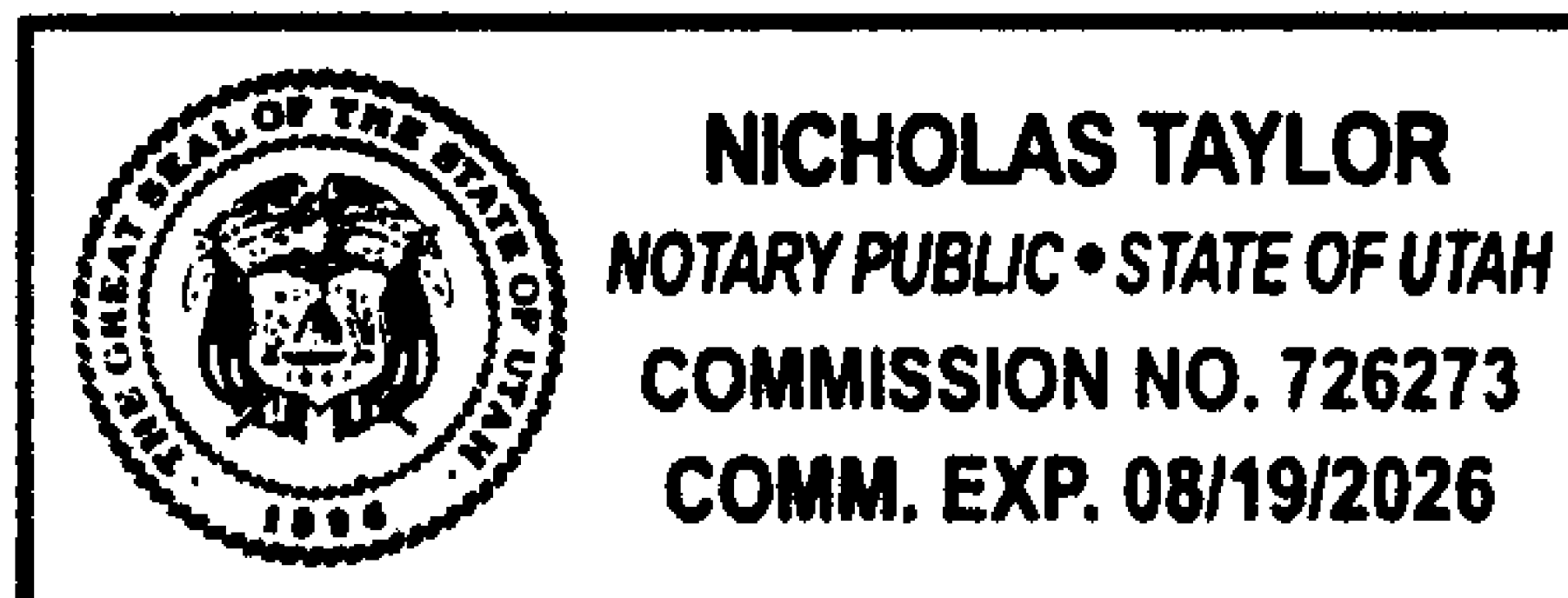


EXHIBIT A

A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 09 NORTH, RANGE 02 WEST, OF THE SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 2100 SOUTH STREET LOCATED SOUTH 01*19'50" EAST 1240.50 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE SOUTH 66*49'50" EAST 991.30 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO GRANTORS EAST BOUNDARY LINE; THENCE SOUTH 03*50'00" EAST 145.91 FEET ALONG SAID EAST BOUNDARY LINE TO THE NORTHEAST CORNER OF HEATHER RIDGE ESTATES PHASE 03; THENCE ALONG THE NORTH BOUNDARY LINE OF HEATHER RIDGE ESTATES PHASE 03 THE FOLLOWING THREE (3) COURSES; (1) NORTH 66*49'50" WEST 145.19 FEET; (2) NORTH 62*04'01" WEST 60.21 FEET; AND NORTH 66*49'50" WEST 373.00 FEET TO THE NORTHWEST CORNER OF SAID HEATHER RIDGE ESTATES PHASE 03 AND THE NORTHEAST CORNER OF HEATHER RIDGE ESTATES PHASE 02; THENCE NORTH 66*49'50" WEST 82.00 FEET TO THE NORTHWEST CORNER OF LOT 23 OF SAID HEATHER RIDGE ESTATES PHASE 02; THENCE NORTH 33*07'15" WEST 66.12 FEET; THENCE NORTH 80*50'30" WEST 98.88 FEET; THENCE NORTH 56*32'21" WEST 63.66 FEET; THENCE NORTH 73*12'42" WEST 131.95 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 01*19'50" WEST 126.97 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING

EXHIBIT B



CONSULTING ENGINEERS

~ Heather Ridge Estates Phase 6 ~

July 30, 2025

SUMMARY

	Original Total	Remaining
STREET IMPROVEMENTS	\$165,046.34	\$3,000.00
DRAINAGE IMPROVEMENTS	\$40,820.00	\$0.00
CULINARY WATER IMPROVEMENTS	\$102,600.00	\$0.00
SEWER IMPROVEMENTS	\$53,000.00	\$0.00
SECONDARY WATER IMPROVEMENTS	\$70,160.00	\$0.00
SWPPP	\$9,400.00	\$0.00
DRY UTILITIES	\$26,600.00	\$0.00
TOTAL IMPROVEMENT COSTS	\$467,626.34	\$3,000.00
ITEMS PAID DIRECTLY TO CITY	\$10,468.26	\$0.00
5% CONTINGENCY	\$23,381.32	\$150.00
10% GUARANTEE	\$46,762.63	\$46,762.63
TOTAL ESCROW AMOUNT	\$548,238.55	\$49,912.64

SUBDIVISION COST ESTIMATE APPROVAL

Brett M. Jones
 Brett M. Jones, P.E.
 Consulting City Engineer

7/30/2025
 Date

~ Heather Ridge Estates Phase 6 ~
COST ESTIMATE FOR IMPROVEMENTS
July 30, 2025

**REMAINING
QUANTITY** **REMAINING
AMOUNT**

STREET IMPROVEMENTS

Mobilization, Clearing & Site Preparation	1	LS	\$30,000.00	\$30,000.00	0.0166667	\$500.00
Saw-Cut Existing Asphalt	80	lf	\$3.13	\$250.40	0	\$0.00
12" Scarify - Subgrade Prep & Compact to 95%	22,625	sf	\$0.18	\$4,072.50	0	\$0.00
6" Granular Borrow	17,000	sf	\$0.75	\$12,750.00	0	\$0.00
6" Untreated Base Course	17,000	sf	\$0.86	\$14,620.00	0	\$0.00
3" Asphalt	17,000	sf	\$2.18	\$37,060.00	1,146.79	\$2,500.00
ADA Ramp	2	ea	\$1,500.00	\$3,000.00	0	\$0.00
City Standard Curb & Gutter	705	lf	\$33.50	\$23,617.50	0	\$0.00
4-foot Wide Concrete Sidewalk	3,082	sf	\$6.17	\$19,015.94	0	\$0.00
Street Monument	1	ea	\$1,000.00	\$1,000.00	0	\$0.00
Streetlight	2	ea	\$6,000.00	\$12,000.00	0	\$0.00
Earthwork - Cut (Leave Onsite)	766	cy	\$10.00	\$7,660.00	0	\$0.00
Temporary Turnaround (6" UTBC)	3,490	sf	\$0.86	\$3,001.40	0	\$0.00
STREET IMPROVEMENTS SUBTOTAL =				\$165,046.34		\$3,000.00

DRAINAGE IMPROVEMENTS

Connect to Existing 15" RCP Storm Line	1	ea	\$2,000.00	\$2,000.00	0	\$0.00
15-inch RCP CI-III Storm Line	472	lf	\$60.00	\$28,320.00	0	\$0.00
City Standard Curb Inlet Box	3	ea	\$3,500.00	\$10,500.00	0	\$0.00
DRAINAGE IMPROVEMENTS SUBTOTAL =				\$40,820.00		\$0.00

CULINARY WATER IMPROVEMENTS

Connect to Existing Water Main	2	ea	\$3,500.00	\$7,000.00	0	\$0.00
8" C-900 DR-14 Water Main & Fittings	760	lf	\$65.00	\$49,400.00	0	\$0.00
Fire Line & Hydrant with Valve	2	ea	\$9,500.00	\$19,000.00	0	\$0.00
8" Gate Valve	3	ea	\$2,800.00	\$8,400.00	0	\$0.00
1" Water Service with Yolk, Setter & Box	5	ea	\$2,200.00	\$11,000.00	0	\$0.00
Thrust Blocking	1	LS	\$3,000.00	\$3,000.00	0	\$0.00
Water Valve Collar	3	ea	\$600.00	\$1,800.00	0	\$0.00
Temporary Plugs & Testing	1	LS	\$3,000.00	\$3,000.00	0	\$0.00
CULINARY WATER IMPROVEMENTS SUBTOTAL =				\$102,600.00		\$0.00

SEWER IMPROVEMENTS

Connect to Existing Sewer Manhole	1	LS	\$4,000.00	\$4,000.00	0	\$0.00
4-Foot Diameter Manhole	1	ea	\$6,500.00	\$6,500.00	0	\$0.00
8" Sewer Main PVC SDR-35	420	lf	\$65.00	\$27,300.00	0	\$0.00
Laterals for Lots on New Main	3	ea	\$1,900.00	\$5,700.00	0	\$0.00
Laterals for Lots on Existing Main	2	ea	\$2,500.00	\$5,000.00	0	\$0.00
Sewer Manhole Concrete Collar	2	ea	\$750.00	\$1,500.00	0	\$0.00
Testing, Cleaning, Video Inspect	1	LS	\$3,000.00	\$3,000.00	0	\$0.00
SEWER IMPROVEMENTS SUBTOTAL =				\$53,000.00		\$0.00

SECONDARY WATER IMPROVEMENTS

Connect to Existing Secondary Water Main	2	ea	\$3,200.00	\$6,400.00	0	\$0.00
6" C-900 DR-18 (Purple) Water Main & Fittings	752	lf	\$55.00	\$41,360.00	0	\$0.00
Double Irrigation Service	2	ea	\$4,000.00	\$8,000.00	0	\$0.00
6" Gate Valve	3	ea	\$2,700.00	\$8,100.00	0	\$0.00
Secondary Water Valve Collars (Square)	3	ea	\$600.00	\$1,800.00	0	\$0.00
Thrust Blocking	1	LS	\$1,500.00	\$1,500.00	0	\$0.00
Temporary Plugs & Testing	1	LS	\$3,000.00	\$3,000.00	0	\$0.00
SECONDARY WATER IMPROVEMENTS SUBTOTAL =				\$70,160.00		\$0.00

SWPPP

Inlet Protection	3	ea	\$200.00	\$600.00	0	\$0.00
Silt Fence or Berming	660	lf	\$5.00	\$3,300.00	0	\$0.00
Concrete Washout	1	ea	\$2,000.00	\$2,000.00	0	\$0.00
Stabilized Entrance	1	ea	\$2,500.00	\$2,500.00	0	\$0.00
Record Keeping	1	LS	\$1,000.00	\$1,000.00	0	\$0.00
SWPPP SUBTOTAL =				\$9,400.00		\$0.00

~ Heather Ridge Estates Phase 6 ~
COST ESTIMATE FOR IMPROVEMENTS
July 30, 2025

REMAINING
QUANTITY REMAINING
AMOUNT

DRY UTILITIES						
Electrical Conduit	760	lf	\$35.00	\$26,600.00	0	\$0.00
SWPPP SUBTOTAL =				\$26,600.00		\$0.00

TOTAL IMPROVEMENTS COST =			\$467,626.34	\$3,000.00
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ITEMS PAID DIRECTLY TO CITY						
Street Seal	1,890	sy	\$2.80	\$5,292.00	0	\$0.00
Street Sign / Stop Sign	1	ea	\$500.00	\$500.00	0	\$0.00
1% Mapping Fee	1	LS	\$4,676.26	\$4,676.26	0	\$0.00
SUBTOTAL ITEMS PAID TO CITY =				\$10,468.26		\$0.00

EXHIBIT C