When Recorded Return to: Springville City Corporation 110 South Main Street Springville, UT 84663



ENT 55163:2018 PG 1 of 11
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jun 13 3:01 pm FEE 46.00 BY SM
RECORDED FOR SPRINGVILLE CITY CORPORATIO

DEVELOPMENT AGREEMENT GRASSLANDS D SUBDIVISION – PHASE 1

THIS AGREEMENT is entered into effective this 01st day of May, 2018, by and between **SPRINGVILLE CITY**, a municipal corporation of the State of Utah, 110 South Main Street, Springville, Utah 84663 ("City"), and **92057 LLC**, located at 407 North Main Street, Springville, Utah 84663 ("Developer").

RECITALS

- A. Developer is developing property located at approximately 800 West Center Street in Springville City, Utah County, Utah, as shown on the Grasslands D Sudivision Plat Phase 1 attached as Exhibit A (the "Property").
- **B.** Developer plans to construct the Grasslands D Subdivision Phase 1 on the Property in the form, design and plan set forth in the subdivision plan (the "Project").
- C. Developer desires to construct and install certain facilities, infrastructure and improvements on and about the Property (collectively, the "Public Improvements"), including without limitation, sewer lines, electric lines, storm drain lines, roads, and other facilities or improvements necessary to service the Project and to ultimately dedicate the Public Improvements to the City.
- **D.** Developer is willing to design and develop the Property in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the City's general plan, zoning, subdivision and development regulations, as more fully set forth below.
- E. City, acting pursuant to its authority under Utah Code Annotated, §10-9a-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.
- F. The purpose of this Agreement is to memorialize certain agreements and understandings in relation to the foregoing and the installation, construction and operation of the Public Improvements, all under the terms and conditions set forth below.

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

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

2. Plans, Permits and Approvals; Impact Fees.

- A. <u>Plans</u>; <u>Revised Plans</u>. Developer has prepared detailed construction plans, drawings and specifications (collectively, the "<u>Construction Plans</u>") for the Public Improvements for the Project, which Construction Plans have been approved by City and are incorporated herein by this reference.
- B. <u>Permits and Approvals; Documents</u>. Developer shall diligently pursue and obtain any and all necessary governmental approvals, permits and the like (collectively, the "<u>Approvals</u>") for performance of the Project.
- C. <u>Impact Fees</u>. Developer agrees to pay any "Impact Fees" in accordance with the applicable City requirements, either by direct payment or by receiving a credit equal to amounts reimbursable to Developer under <u>Section 6</u> (*Reimbursable Costs*) below.
- D. <u>Documents</u>. Developer agrees to provide City with a copy of relevant records and documents relating to the Public Improvements, as reasonably requested by City.

3. Manner of Performance.

- A. <u>Compliance with Plans and Laws; Exception for Street Trees.</u> Developer shall pursue the Project to completion (the "<u>Work</u>") (a) with due diligence, (b) in a good and workmanlike manner, (c) in conformance with the Construction Plans, and (d) in compliance with all applicable laws, statutes, ordinances, resolutions, the Springville Municipal Code (the "<u>City Code</u>"), rules, regulations, and official policies of the City governing the use, density and intensity of the uses of land within the City, and the design, improvement, and public works construction standards and specifications applicable to the development of land within the City.
- B. <u>Street Trees.</u> Developer agrees to pay \$315.00 per street tree shown on the approved street tree plan. Upon payment, Springville City will be responsible to purchase, install and maintain street trees for the first two years after planting. Street trees will not be planted in planter strips until development of homes along any street in a new development is at least eighty percent (80%) complete and those homes are occupied and the planter strip landscape and sprinkling system are installed at homes where trees are to be planted.
- C. <u>Materials and Labor</u>. Developer will furnish all materials, supplies, tools, equipment, labor, and other services necessary for construction and completion of the Project as described herein.
- D. <u>Guarantee of Performance</u>. Developer acknowledges and agrees that an improvement completion assurance is required for the Project. Developer will furnish to City an improvement completion assurance in accordance with Springville City Code §§ 14-5-202, et seq., in an amount required by Springville City but not to exceed one hundred ten percent

(110%) of the engineer's estimate price for faithful completion of the Improvements. The engineer's estimated price is attached as Exhibit B.

- E. <u>Improvement Warranty</u>. Prior to City's acceptance of the Public Improvements, Developer shall execute an improvement warranty for the one (1) year improvement warranty period and post a ten percent (10%) cash deposit, surety bond, letter of credit, or other similar security that is acceptable to the City's City Administrator in accordance with Section 14-5-205 of the City Code.
- F. <u>Insurance</u>. Developer agrees to obtain and maintain general public liability insurance and property damage insurance with City named as an additional insured, at the rate of Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) aggregate during construction of the Project.
- G. <u>Inspections</u>. Developer shall ensure that all inspections necessary for the Public Improvements under the City Code are timely requested. Developer understands and agrees that failure to request a proper inspection may result in the removal of Public Improvements at the sole cost and expense of Developer. The City shall perform inspections as soon as possible and otherwise in good faith following the applicable request in accordance with the City Code.

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

<u>Electrical Extension Fees</u>. Developer agrees to pay an electrical extension fee to City in the amount of Twenty-Five Thousand, Four Hundred, Seventy-Eight Dollars and Seventy-Nine Cents (\$25,478.39), as calculated by City and reflected on Exhibit C attached hereto.

ownership of Improvements; Acceptance and Dedication. Developer shall retain ownership of Public Improvements constructed for the Project and shall remain solely responsible for all necessary maintenance, repairs, and replacements of the Public Improvements prior to final acceptance thereof by City. Developer agrees that no connections to the Public Improvements shall occur before City accepts the same, as contemplated herein. City agrees to accept dedication of the Public Improvements upon completion thereof by Developer in accordance with the Construction Plans, the Approvals, and all applicable land regulations. Upon such acceptance by City, (i) Developer shall assign and convey to City all of Developer's right, title and interest in the Public Improvements in writing (or shall be deemed to have done so by this writing), (ii) Developer shall have no further interest in the Public Improvements, and (iii) City shall maintain and operate the Public Improvements as part of its public systems.

6. Reimbursable Costs - Upsized Public Improvements.

Storm Drain. As part of the Project, Developer is installing an upsized storm drain pipeline. The minimum required storm drain line for the Project is a 15-inch wide pipeline, and Developer shall install 24 and 30 inch-wide storm drain lines, as follows:

- a. 24 Inch Line. Developer shall install a 24 inch-wide pipeline that runs approximately 441 feet and is being installed for off-site storm drain needs (the "24 Inch Line"). City shall reimburse Developer \$18,465.55 for the 24 Inch Line.
- b. 30 Inch Line. Developer shall install a 30 inch-wide pipeline (the "30 Inch Line") of which 15 inches of the 30 Inch Line serves the Project. City shall reimburse Developer \$6,007.23 for the 30 Inch Line.
- c. <u>Catch Basin and Waterman Gate</u>. Developer shall install a 4x4 Catch Basin and Waterman Gate for City's existing storm drain infrastructure. City shall reimburse Developer \$7,750.00 for the Catch Basin and Waterman Gate.

City shall make the above reimbursement payments to Developer within 60 days of all of the above storm drain infrastructure being completed and approved and accepted by City.

- 7. <u>Water Shares</u>. Prior to beginning the Work on the Project, Developer shall tender to City 4.59 shares of Springville Irrigation Company water shares, or its equivalent, for the Project.
- 8. Westfields Overlay Zone Density Bonus Participation. In addition to the minimum performance standards required by City Code §11-5-404, the Developer is proposing to utilize the density bonus mechanisms of the overlay. The base density for the development is 25 units. Developer is requesting a 6% density bonus allowing for a total density of 24 units. The Developer has agreed to the following components to receive the requested density bonus:

Density Bonus Category	Density Bonus Improvement	Bonus %
Parks and Open Space Fees in lieu of park land and improvements	For parcels that are too small for development of a park meeting the minimum City standard of five acres, a fee in lieu may be paid at the rate of the value of the land per acre plus improvements totaling no less than the amount per acre established by resolution and approved by the City Council and be prorated at 1.2% density bonus for the equivalent value of 1% land and development costs up to a maximum of 12% density bonus.	3%
Building Materials	Option A) - A density bonus of 5% shall be given where 25% of the gross facade elevation includes brick or stone on detached single-family and attached two-family dwellings.	3%
TOTAL DENSITY BONUS		6%

The park fees in lieu of park land and improvements amount to a total of Twenty-Two Thousand, One Hundred, Eighty Dollars (\$22,180.00). The parties acknowledge and agree that the Developer shall pay City the amount of \$22,180.00 prior to and as a required condition of the City recording the Grasslands D Subdivision Plat – Phase 1 with the Utah County Recorder's Office.

- 9. Notices. Any notice which is required or which may be given pursuant to this Agreement is sufficient if in writing and given by hand-delivery or sent to a party by (i) certified or registered mail, postage prepaid, or (ii) nationally recognized overnight carrier (e.g. FEDEX), addressed as first set forth above. A party may change the address for notice to it by giving a notice pursuant to this Section 9.
- 10. <u>Indemnity</u>. Developer agrees to indemnify, release and defend City with Counsel of City's choice, and hold City, and its employees, officers, and agents harmless from and against any and all claims, demands, actions, or liability whatsoever, including, but not limited to, any bodily injury, property damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, to the extent resulting from (i) any negligent act or omission of Developer or Developer's agents, (ii) any claim or action related to the installation of the Public Improvements or breach of this Agreement, (iii) any negligent or defective construction of any part of the Public Improvements during construction thereof, and from completion of such construction until that date which is one (1) year after the acceptance of the Public Improvements by the City; and (iv) liens or claims on the Public Improvements by any persons providing materials and/or services related to such Public Improvements on behalf of or at the request of Developer.
- 11. <u>Authority and Authorization</u>. Developer hereby represents and warrants to City that the execution and delivery of this Agreement by Developer and the performance of the terms hereof by Developer, have been duly authorized through proper action and, upon full execution hereof, this Agreement will be binding on and enforceable against Developer.
- 12. <u>Future Action.</u> Nothing in the Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; provided, however, that subject to Developer's performance of its obligations hereunder, Developer shall have the vested right to develop the Project.
- 13. Other Laws. Developer may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Developer agrees to comply with all laws during construction of the Project and Public Improvements.
- 14. <u>Assignment</u>. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which shall not be unreasonably withheld.
- 15. Attorney Fees. In the event this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney fees and all costs of enforcement of the non-breaching party.

- 16. <u>Severability</u>. Should any portion or paragraph of this Agreement be declared invalid or unenforceable, the remaining portions or paragraphs of the Agreement shall remain valid and enforceable.
- 17. <u>Modification</u>. Modification of this Agreement shall only be effective if agreed upon, in writing, and approved by the City Council and Developer.

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

SARINGVILLE

Attest:

SPRINGVILLE CITY

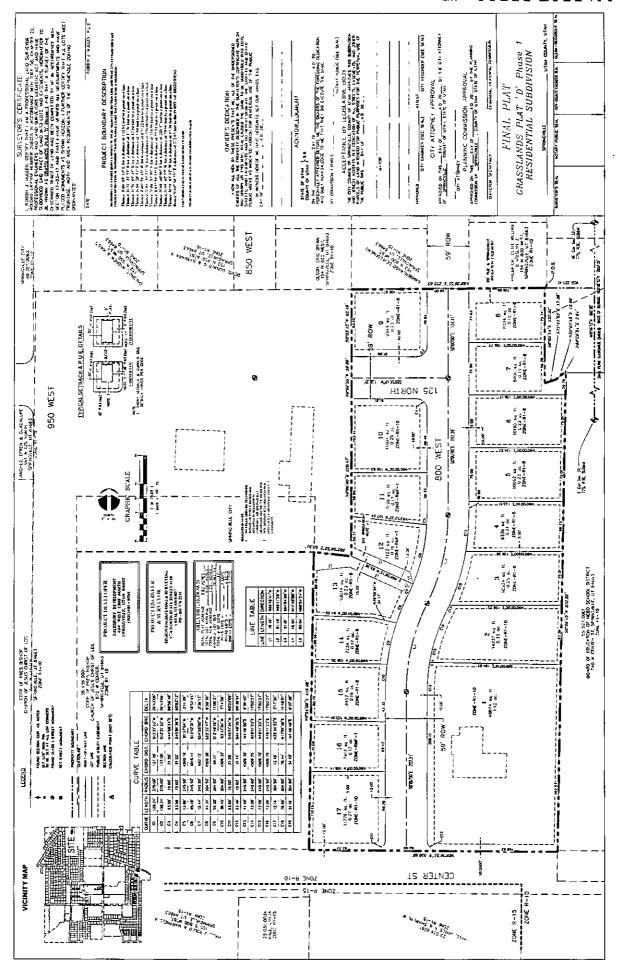
Richard J. Child Mayor

92057 LLC - Developer

Name: NIKOLAS S SIM

Title: MANAGER

STATE OF UTAH)
COUNTY OF UTAH)
On this 4 day of, 2018, before me personally appeared, known to me to be the person who executed this Development Agreement as the Developer and acknowledged to me that he executed the same for the purposes therein stated.
Notary Public Commission# 680542 COMM. EXP. 12-01-2018
STATE OF UTAH) : ss. COUNTY OF UTAH)
On this Oday of Oday o
KIMBERLY RAYBURN Notary Public, State of Utah Commission #680151 My Commission Expires November 22, 2018 Notary Public



SPRINGVILLE CITY Grasslands Phase 1 Bond Form

Development Name	Grasslands Phase 1	Owner(s)	David Simpsons	Date	2/27/2018
Bond (X) Cash () Letter	Name of	Bank		Attn:	
Date of DRC Approval	Address	of Bank			

Sewer

Improvement	Quantity	Unit	Ī	Unit Cost		Amount	This Draw		Release	To Date		All Draws
8" Main	792	lf	\$	64.00	\$	50,688.00		\$	_		\$	-
60" Manhole	1	each	\$	3,200.00	\$	3,200.00	·	\$	_		\$	-
48" Manhole	3	each	\$	3,000,00	\$	9,000.00		\$	-		\$	
4" Lateral	16	each	\$	850.00	\$	13,600.00		\$	•		\$	-
Air Test	792	lf	\$	0.85	\$	673,20		\$	•	,	\$	-
Deflection Test	792	If	\$	0.85	\$	673,20		\$	-	i	\$	
Jet Cleaning	792	lf	\$	0.40	\$	316.80		\$	-		\$	-
Televising	792	lf	\$	0.55	\$	435.60		\$			\$	-
Manhole Vacuum Test	4	each	\$	60.00	\$	240.00		\$			\$	-
Concrete MH Collars	4	each	\$	350.00	\$	1,400.00		\$	-		\$	•
			Su	b-total Sewer	S	80.226.80	· · · · · · · · · · · · · · · · · · ·	S		_	S	

Water

vac.													
Improvement	Quantity	Unit		Unit Cost		Amount	This Draw		Release	To Date	Τ	All Draws	
6" Main		lf	\$	35.00	\$	-		\$	-		\$		
8" Main	980	lf	\$	40.00	\$	39,200.00		\$	•		\$	-	
10" Main		lf	\$	45.00	\$	-	, i	\$	-		\$	-	
12" Main		lf	\$	50.00	S	-		\$	_		\$	-	
6" Valve		each	\$	1,000.00	\$	-		\$	_		\$	-	
8" Valve	6	each	\$	1,300.00	\$	7,800.00	-	\$	-		\$	-	
10" Valve		each	\$	1,600.00	\$	-		\$	-		\$	-	
12" Valve		each	\$	1,900.00	\$	-		\$	_		\$	-	
Concrete Valve Box Collar	9	each	\$	300.00	\$	2,700.00		\$	_		\$	-	
1" Service	16	each	\$	1,035.00	\$	16,560.00		5	-		\$	-	
2" Service		each	\$	1,200.00	\$	-		\$	-		\$	-	
8" Bend	7	each	\$	650.00	\$	4,550.00		\$	-		\$	-	
Fire Hydrant Assembly	3	each	\$	3,800,00	\$	11,400.00		\$	-		\$	-	
Relocate Exist Hydrant		each	\$	1,000.00	\$	_		\$			\$	-	
Tracer Wire	980	lf	\$	0.45	\$	441.00		\$	-		\$	-	
High Chlorine Test	3	each	\$	30.00	\$	90.00		\$	-		\$	-	
Pressure Test	3	each	\$	100,00	\$	300.00		s	-		\$	-	
Bacteria Test	3	each	\$	100,00	\$	300.00		\$	-	****	\$	-	
	-		Su	b-total Water	\$	83,341.00		\$	-		\$		

Pressurized Irrigation

Improvement	Quantity	Unit		Unit Cost		Amount	This Draw	•	Release	To Date	T	All Draws
6" Main	1320	lf	\$	35,00	\$	46,200.00		\$	-		\$	
6" Valve	9	each	\$	1,000,00	\$	9,000.00		\$	-		\$	-
6" Bend ot Tee	5	each	\$	650.00	\$	3,250.00		\$	-		\$	_
Concrete Valve Box Collar	9	each	\$	300.00	\$	2,700.00		\$			\$	-
2" Blowoff	1	each	\$	1,150.00	\$	1,150.00		\$	-		\$	_
1" Service	17	each	\$	1,035.00	\$	17,595.00		\$	- "	i -	\$	-
Pl Drain	1	each	\$	3,500.00	\$	3,500.00		\$	-		\$	
PI Air Vac	1	each	\$	5,500.00	\$	5,500.00		\$			\$	-
Tracer Wire	1320	lf	\$	0.45	\$	594.00		\$	-		\$	-
Pressure Test		each	\$	100,00	\$			\$	¥		\$	-
Sub-total Pressurized Irrigation						89,489.00	l -	\$	-		\$	-

Storm Drain

				Otor		/ alli					
Improvement	Quantity	Unit		Unit Cost		Amount	This Draw	Release	To Date		All Draws
12" Pipe (HDPE)		lf	\$	60.00	\$	-		\$ -		\$	
15" Pipe (HDPE)		If	\$	65.00	\$	-		\$ -		\$	-
15" Pipe (RCP)		lf	\$	65.00	\$	-		\$ -	<u> </u>	\$	•
18" Pipe (RCP)	32	If	\$	90.00	s	2,880.00		\$ -	1	\$	-
24" Pipe (RCP)	455	lf	\$	115.00	\$	52,325.00		\$ -		\$	
30" Pipe (RCP)	194	lf	\$	135.00	\$	26,190.00		\$ •		\$	
60" Manhole	2	each	\$	3,200.00	\$	6,400.00		\$ -		\$	
72" Manhole		each	\$	4,800.00	\$	_		\$ -		\$	-
48" Sump		each	\$	2,200.00	\$	-		\$ -		\$	-
Waterman Gate	1	each	\$	4,000.00	\$	4,000.00		\$ -		\$	
Storm Inlet Box (2x3x4)	3	each	\$	1,850.00	\$	5,550.00		\$ -		\$	-
Pre-Treatment Inlet Box	1	each	\$	5,500.00	\$	5,500.00		\$ -		\$	-
SD Inlet Tie-Ins	3_	each	\$	177.00	\$	531.00		\$		\$	
Concrete Collars	3	each	\$	350.00	\$	1,050.00		\$ -		\$	
Televising	681	lf	\$	0.55_	\$	374.55		\$ -]	\$	-
		Sub-	tota	l Storm Drain	ay€	104.800.55		\$ 	1	s	

Streets

Improvement	Quantity	Unit	П	Unit Cost	Amount	This Draw	Ι.	Release	To Date	-	All Draws
Clear & Grub	6800	су	\$	1.25	\$ 8,500.00		\$			\$	-
Excavation		су	\$	4.50	\$ -		\$	-		\$	-
4" Asphalt	34000	sf	\$	1.50	\$ 51,000,00		\$	-		\$	
8" Roadbase	34000	sf	\$	1.00	\$ 34,000.00		\$	-		\$	
12" Imported Fill		sf	\$	1.10	\$ -		\$	-		\$	-
18" Imported Fill	39575	sf	\$	2.00	\$ 79,150.00		\$	-		\$	
24" Curb & Gutter (includes	<u> </u>										
road base)	2120	If	\$	24.50	\$ 51,940.00		\$	-		\$	-
5' Cross Gutter (includes			Ī								
road base)		sf	\$	8.00	\$ -	ļ	\$	-	ł	\$	_
Drive Approach (includes											
road base)		sf	\$	8.50	\$ -	Į ,	\$	•		 \$	_
5' Sidewalk (inloudes road		1									
base)	10250	sf	\$	6.50	\$ 66,625.00		8	-		 \$	_
Pedestrian ADA Ramp	4	each	\$	1,500,00	\$ 6,000,00	Ì	\$	•	ì	\$	-
1" Overlay		sf	\$	0.55	\$ -	1	\$			\$	_
Survey Monuments		each	\$	1,000.00	\$ -		\$	-		\$	_
			Sub	-total Streets	\$ 297,215.00		\$	-		\$	-

Other

Improvement	Quantity	Unit		Unit Cost		Amount	This Draw		Release	To Date	All	Draws
SWPPP/Erosion Control	1	Is	\$	6,000.00	\$	6,000.00		\$	-		S	
QC	1	ls	\$	12,500.00	\$	12,500.00		\$	-		S	-
Survey	1	ls	\$	10,000.00	\$	10,000.00						
Traffic Control	1	ls	\$	5,500.00	\$	5,500.00		\$	-		\$	-
Mobilization	1	ls	\$	7,500.00	\$	7,500.00		\$	-		\$	-
Remove Shed	1	EΑ	\$	2,500.00	s	2,500.00		\$	-		\$	-
Sub-total Other						44,000.00		\$	-		\$	-

Total \$ 699,072.35 Percent Complete 0% Percent Release 0% Total Release 1st Release 2nd Release 10% Warranty \$ 69,907,24 TOTAL \$ 768,979.59 3rd Release 4th Release \$ Less Prior Draws Amount Due This Draw Total Remaining Balance \$ 768,979.59 Signatures: Street Signs Each Total Brad Stapley - PW Admin 300,00 1,200.00 Jeff Anderson - City Engineer 5,117.75 Inspection Fee Paul Curtis - PW Inspector Date: Developer

SPRINGVILLE CITY CORPORATION

ELECTRIC DEPARTMENT 777 NORTH 450 WEST TEL: 801-489-2750 FAX: 801-489-2754



DATE		2/7/2018
DEPARTMENT FEE ASSESSM	MENT	
	720	
NEW CUSTOMER INFORMAT	TION	7.
BUSINESS NAME:	Grasslands - Plat D, Phase 1	
LOCATION:	Center St & 950 W	
CONTACT PERSON		
NAME:	Mike MeMarco	
PHONE:		
EMAIL	mike@alwaysaffordablehomes.com	
REQUESTED SERVICE INFORMATION		
TRANSFORMER KVA SIZE:		
CUSTOMER TYPE:		
SERVICE DESCRIPTION:	Grasslands - Plat D, Phase 1	
FEE ASSESSMENT	<u> </u>	<u> </u>
SYSTEM IMPACT FEE:		
METER CONNECTION FEE:		
TRANSFORMER \$4,908.83		
PRIMARY CABLE \$2,330.64		
SECONDARY CABLE \$975.00		
STREET LIGHT \$3,511.39		
ADDITIONAL MATERIAL \$2,884.48		
LABOR & EQUIPMENT \$8,551.83		
10% CONTINGENCY (RESOLUTION 97-12) \$2,316.22		
ELECTRIC EXTENSION FEES:		
TOTAL ELECTRIC DEPT. FEES	¢25	478.39