



Agreement No. 2011 - 699

**THIRD AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT**

This amendatory agreement is entered into this 25<sup>th</sup> day of October, 2011, by and between Utah County, a subdivision of the State of Utah (hereinafter "County"), Soldier Summit Special Service District (hereinafter "District"), and Soldier Summit Recreation and Development Co., L.L.C., a Utah limited liability company (hereinafter "Developer").

ENT 81274:2011 PG 1 of 5  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2011 Nov 10 4:24 pm FEE 0.00 BY SS  
RECORDED FOR UTAH COUNTY ATTORNEY

**RECITALS**

WHEREAS, County, District and Developer entered into a Subdivision Improvement Agreement on the 29<sup>th</sup> day of April, 2005, (hereinafter "Original Agreement"), which Original Agreement was recorded on the 21<sup>st</sup> day of June, 2005, as entry number 66487:2005 in the records of the Utah County Recorder; and

WHEREAS, the Original Agreement was amended pursuant to the First Amendment To Subdivision Improvement Agreement on the 3<sup>rd</sup> day of May, 2005 (hereinafter the "First Amendment"), which First Amendment was recorded on the 21<sup>st</sup> day of June, 2005, as entry number 66488:2005 in the records of the Utah County Recorder; and

WHEREAS, the Original Agreement was amended pursuant to the Second Amendment To Subdivision Improvement Agreement on the 25<sup>th</sup> day of January, 2011 (hereinafter the "Second Amendment"), which Second Amendment was recorded on the 29<sup>th</sup> day of July, 2011, as entry number 53938:2011 in the records of the Utah County Recorder; and

WHEREAS, the parties desire to further amend the Original Agreement pursuant to the provisions contained therein.

NOW THEREFORE, in consideration of the obligations contained herein, the parties agree as follows:

1. Paragraph 31 shall now read:

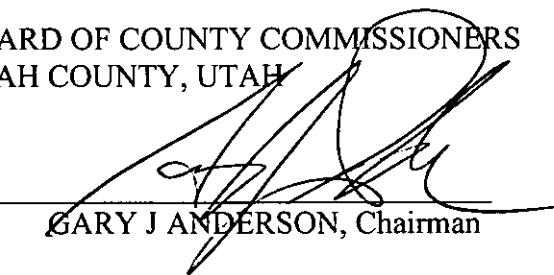
Developer agrees to pay to County, upon execution of this Agreement by County and District, the sum of \$5,764.43 to reimburse the County for costs and expenses related to improvements and repairs to the existing District water system, and to pay the County the sum of \$1,500.79, to reimburse the County for costs and expenses related to the testing of the well which provides water to the District water system. Developer and County acknowledge that there exists a cash bond on deposit with Zion's Bank, but that the cash bond may be owned by a predecessor of Developer. In the event it is established to the mutual agreement of the parties, or by order from a court of competent jurisdiction, that the cash bond is owned by Developer, County shall release the remaining portion of the cash bond to Developer, (i) after all Plat C Improvements and all Plat D Improvements (less construction and completion of a second well) are completed, inspected by the County, and accepted by the County; (ii) after the one year warranty period for the improvements has passed; (iii) if the Developer has repaired any defects, normal wear and tear excepted, which, in the opinion of the Utah County Engineer, have developed in the Plat C Improvements and the Plat D Improvements; and (iv) if the Developer is not in default of any provision of this Agreement (less completion of the railroad crossing improvements and construction of a second well). In addition to the

other indemnification obligations of the Developer, as contained in this Agreement, Developer shall also defend, indemnify and hold the County, the District, and their agents, officials, representatives, and employees harmless from any and all costs, expenses, and liabilities, arising out of or related to, directly or indirectly, the testing, or any other activities engaged in by Developer, or its agents, employees, or contractors, related to the District water system, or related to the well which provides water to the District water system, including attorneys fees and litigation expenses and costs, excepting only those costs, expenses, and liabilities resulting directly from the negligence of the County or the District.

2. The parties also agree that the amount of the bond to guarantee construction (as discussed in paragraph 4 of the Original Subdivision Agreement) shall be reduced to eighty thousand dollars (\$80,000). This amount shall guarantee construction of the remaining improvements to Plat C and Plat D, namely the construction and completion of a second well. Developer shall have until February 1, 2013 to complete these improvements. In the event that the improvements are not completed by said date, Utah County shall have the option to extend the deadline. If extended, Utah County shall, at its sole discretion, set the amount of the bond.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first herein above written. All other terms and conditions of the Original Subdivision Agreement and First Amendment remain the same.

BOARD OF COUNTY COMMISSIONERS  
UTAH COUNTY, UTAH

By: 

GARY J ANDERSON, Chairman

ATTEST:  
 Bryan Thompson  
 Utah County Clerk/Auditor

By: Bryan Thompson  
 Deputy

APPROVED AS TO FORM:  
 Jeffrey R. Buhman, Utah County Attorney

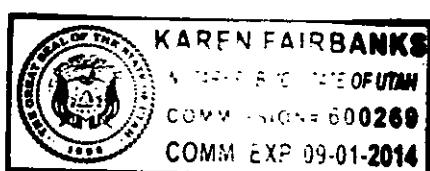
By: Jeffrey R. Buhman  
 Deputy Utah County Attorney

## ACKNOWLEDGMENT

STATE OF UTAH )  
 ss.  
 COUNTY OF UTAH )

I, a Notary Public, hereby certify that on the 28<sup>th</sup> day of October, 2011, Gary J. Anderson, who being duly sworn, personally appeared before me and declared that he signed the foregoing document on behalf of the Board of County Commissioners of Utah County, Utah.

[SEAL]



Karen Fairbanks  
 NOTARY PUBLIC

SOLDIER SUMMIT SPECIAL SERVICE DISTRICT

By: Gary J. Anderson  
 Its: CHIRMAN

## ACKNOWLEDGMENT

STATE OF UTAH )  
 ss.  
 COUNTY OF UTAH )

I, a Notary Public, hereby certify that on the 7<sup>th</sup> day of November, 2011, Larry A. Ellertson, who being by me duly sworn, personally appeared before me and declared that he/she signed the foregoing document on behalf of the Soldier Summit Special Service District.

[SEAL]

Karen Fairbanks  
NOTARY PUBLIC



SOLDIER SUMMIT RECREATION AND  
DEVELOPMENT CO., L.L.C.

By: Robert Bunn  
Its: Manager

## ACKNOWLEDGMENT

STATE OF UTAH )  
ss.  
COUNTY OF UTAH )

I, a Notary Public, hereby certify that on the 20th day of October, 2011, Robert Ballou, who being by me duly sworn, personally appeared before me and declared/that he/she signed the foregoing document on behalf of the Soldier Summit Recreation and Development Co., L.L.C.

[SEAL]

**NOTARY PUBLIC**

