

**SUBDIVISION AGREEMENT - IMPROVEMENT DEVELOPMENT  
( SAID AGREEMENT)**



THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between \_\_\_\_\_ hereinafter referred to as the "Developer" and the  
City of North Logan, hereinafter referred to as the "City".

WHEREAS, the Development Plan for the subdivision development has been approved by the  
City for construction.

Subdivision Development Plan Approved by City Council \_\_\_\_\_ (date)  
Ancillary Agreement (if necessary ) Approved by City Council \_\_\_\_\_ (date)

Said Subdivision Development Plan and/or Ancillary Agreement being on file in the office of the North  
Logan City Engineer is (are) hereby incorporated by reference herewith; and

WHEREAS, said Development Plan and/ancillary Agreement indicates improvements to be made  
in access, streets, water, sewer and/or utilities, etc. hereinafter referred to as "infrastructure"; and

WHEREAS, it is necessary in the interest of public welfare that infrastructure improvements  
made be constructed in accordance with the specifications set forth in said plan and as provided by North  
Logan City Ordinances and design standards; and

WHEREAS, in accordance with said regulations of the City of North Logan the Developer is  
required to furnish security to guarantee the completion of required improvements. Now, therefore, to  
induce the City of North Logan to approve said plan and allow use of city-owned utilities and access  
and/or other improvements, the Developer does hereby unconditionally promise and agree to and with the  
City of North Logan as follows:

- A. **Schedule - Improvements To Be Done By Parts:** It is agreed that after approval of said plan,  
the developer will construct all improvements as required to the furthestmost structure in said  
development. All infrastructure improvements as shown in the development plan and/or ancillary  
agreement, and as required by North Logan City Ordinances will be completed in Parts in  
accordance with the attached Construction Checklist. Infrastructure improvements shall be  
completed approximately in accordance with the following estimated schedule:

Part One (Generally underground infrastructure improvements including but not limited to:  
staking and layout of sub-grade, water and sewer systems and storm drainage systems)  
Planned Completion by \_\_\_\_\_ (date).

Part Two (Generally road improvements including but not limited to: roadway and street sections,  
initial road base courses, concrete curb and gutter, and final base course for roads)  
Planned Completion by \_\_\_\_\_ (date).

Part Three (Generally final improvements including but not limited to: surface course (normally  
asphalt) for all roads, sidewalks and final grading and cleanup)  
Planned Completion by \_\_\_\_\_ (date).

- B. **When Building Permits Will Be Allowed:** No building permits will be issued by the City for  
any residents within the subdivision until satisfactory completion of Part \_\_\_\_\_. Final  
inspection of Part Three shall only be expected by the Developer to be at a time of the year when  
there is a good chance for the inspection to take place and the inspector able to visually see the  
work (i.e. not covered with snow).

**SUBDIVISION AGREEMENT - IMPROVEMENT DEVELOPMENT  
( SAID AGREEMENT)**

C. **Improvement Bond to be Established:** In accordance with City Ordinance, the Developer tenders to the City an improvement bond for security of the type(s) mark below (check all those that apply):

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input type="radio"/> Bond with Corporate Surety</li> <li><input type="radio"/> Escrow Account</li> <li><input type="radio"/> Irrevocable Letter of Credit</li> </ul> | <ul style="list-style-type: none"> <li><input type="radio"/> Deposit with Municipality</li> <li><input type="radio"/> Other _____<br/>("Other" approved by City Council on _____ date)</li> </ul> |
|--|---|

Required Bond - Part 1 (Underground and Storm Water)	\$ _____
Required Bond - Part 2 (Road/Street Cross Sections, Curb & Gutter)	\$ _____
Required Bond - Part 3 (Surface Course, Sidewalks, Cleanup, Other)	\$ _____
 Total Required Bond All Parts (Initial Amount of All Improvements)	 \$ _____
10% to be Retained - post construction	\$ _____
(Total Bond Required)	\$ _____
(Total Bond Established)	\$ _____

which amount is not less than 110% of the estimated cost of the construction of said improvements.

D. **Process for Release of Improvement Security** The City will release to the Developer the applicable security upon the completion of the infrastructure improvements as each Part is completed during construction, based on a written request from the Developer using North Logan City form entitled "*Application for Partial Release of Subdivision Improvement Bond*" - which identifies work completed and amount requested to be released. Release of security for each Part will be within 30 days of City approval of Developer's request. In the event the City denies the Developer's request, the City will provide to the Developer an explanation for the denial within fifteen (15) days of the request. Developer is required to have all required fees applicable to the subdivision paid to the City prior to the release of any security.

E. **Warranty Period:** The City will hold 10% of the initial total security for a one-year warranty period from date of final inspection (Post Construction Final Inspection) and acceptance of all infrastructure improvements (completion of Part 3). At the completion of the one-year warranty period another final inspection (Post Warrantee Final Inspection) will be conducted. Any noted deficiencies in said final inspections must be corrected prior to the release of the remaining security held by the City. Balance of security will be released within 30 days of acceptance by City.

F. **Remedies for Failure to Comply:** In the event that the Developer shall fail or neglect to fulfill the obligations under this agreement within a reasonable time from the scheduled completion dates for each part, the following actions may be taken at the discretion of the City.

1. The City shall notify the Developer, by Notice of Default, of any failed or unfulfilled obligations.
2. The Developer shall have thirty (30) days from the date of said Notice of Default in which to correct deficiencies to the satisfaction of the City Engineer.
3. In the event that the Developer fails to correct identified deficiencies within those thirty (30) days, the City may construct or cause to be constructed said infrastructure improvements as required by North Logan City Ordinances and/or the Development Plan.
4. The Developer as security holder shall be liable to pay to and indemnify the City, upon completion of said improvements, the total costs incurred by the City. The total cost to

**SUBDIVISION AGREEMENT - IMPROVEMENT DEVELOPMENT  
( SAID AGREEMENT)**

the City shall include but not be limited to actual construction costs, engineering, legal and contingent costs, together with any damages which the City may sustain on account of the failure of the Developer to carry out and execute all of the provisions of this agreement which said sums are secured by the herewith attached security.

5. In the event the Developer does not pay said sum to the City of North Logan within sixty (60) days after demand, the City may proceed and foreclose on said security.

6. In the event of errors or omissions in the design of the infrastructure improvements or deferring site conditions, the Developer is solely responsible to correct such deficiencies.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year first above written.

CITY OF NORTH LOGAN

DEVELOPER

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Required Attachments:

1. Copy of the City's Construction Checklist
2. Copy of the Developer's Cost Estimate for all Infrastructure Improvements
3. Copy of the Developer's Applicable Security Documents
4. Copy of the Developer's Estimated Schedule for Construction of Improvements