

DEVELOPMENT AGREEMENT

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

WHEREAS, the Development has been approved by the City for construction. Said development is described as follows:

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Said development plan is on file in the office of the Logan City Engineer and is hereby incorporated by reference herein, and

WHEREAS, said development plan indicates improvements to be made in access, streets, water, sewer and/or utilities; and

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

WHEREAS, in accordance with said regulations of the City of Logan the Developer is required to furnish security to guarantee the completion of required improvements. Now, therefore, to induce the City of 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 Logan as follows:

1. That after approval of said plan, the developer will construct all improvements as required to the furthestmost structure in said development. All improvements, streets, and utilities as shown on plan and as required by Logan City Ordinances will be completed by \_\_\_\_\_. However, no occupancy or use of a structure will be permitted until completion of said improvements to said structure.

2. In accordance with City Ordinance, the Developer tenders to the City a security, in the amount of \$\_\_\_\_\_, which amount is not less than 110% of the estimated cost of the construction of said improvements. The City will release progress payments of security to the Developer during construction based on a written request from the Developer that identifies quantities of work completed and amount requested. Release of funds will be within 30 days of City approval of Developer request. In the event the City denies the Developer request, the City will provide to the Developer an explanation for the denial within 15 days of the request.

The City will hold 10% of security for a 2-year warranty period from date of acceptance of said improvements. At the completion of the 2-year warranty period a 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 paid within 30 days of acceptance by City.

In the event that the Developer shall fail or neglect to fulfill the obligations under this agreement, the City shall have the right to construct or cause to be constructed said streets and improvements as required by Logan City Ordinances, and the Developer as security holder shall be liable to pay to and indemnify the City upon completion of said improvements, the final, total cost to the City, therefore, including but not limited to 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 said security attached.

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

4. Developer is required to have all property corners staked, power costs paid, plans approved, and utility easements brought to grade (City Engineer's approval) before permanent power will be supplied.

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

CITY OF LOGAN

By\_\_\_\_\_

Date\_\_\_\_\_

DEVELOPER

By\_\_\_\_\_

Date\_\_\_\_\_

IMPROVEMENT COST ESTIMATE

DEVELOPMENTS

1. SEWER

\_\_\_\_\_ 1.f. of \_\_\_\_\_ main at \_\_\_\_\_/1.f.= \$ \_\_\_\_\_  
\_\_\_\_\_ 1.f. of \_\_\_\_\_ main at \_\_\_\_\_/1.f.= \$ \_\_\_\_\_  
\_\_\_\_\_ each 4" service line at \_\_\_\_\_/each= \$ \_\_\_\_\_

Sewer Subtotal \$ \_\_\_\_\_

2. WATER

\_\_\_\_\_ 1.f of \_\_\_\_\_ main at \_\_\_\_\_/1.f.= \$ \_\_\_\_\_  
\_\_\_\_\_ 1.f of \_\_\_\_\_ main at \_\_\_\_\_/1.f.= \$ \_\_\_\_\_  
\_\_\_\_\_ 1.f of \_\_\_\_\_ main at \_\_\_\_\_/1.f.= \$ \_\_\_\_\_  
\_\_\_\_\_ each 1" service line at \_\_\_\_\_/each= \$ \_\_\_\_\_

Water Subtotal \$ \_\_\_\_\_

3. STREET IMPROVEMENTS

A. Pavement:  
\_\_\_\_\_ s.f. at \_\_\_\_\_/s.f. = \$ \_\_\_\_\_

B. Sidewalk:  
\_\_\_\_\_ l.f. at \_\_\_\_\_/l.f. = \$ \_\_\_\_\_

C. Curb and Gutter:  
\_\_\_\_\_ l.f. at \_\_\_\_\_/l.f = \$ \_\_\_\_\_

D. Street Trees:  
\_\_\_\_\_ each at \_\_\_\_\_/each = \$ \_\_\_\_\_

E. Other: = \$ \_\_\_\_\_

Subtotal = \$ \_\_\_\_\_

Total Estimated Improvements = \$ \_\_\_\_\_

Security (110% x Total Estimated Improvements)  
\_\_\_\_\_ lots at \_\_\_\_\_/lot = \$ \_\_\_\_\_

Buried Power  
\_\_\_\_\_ lots at \_\_\_\_\_/lot = \$ \_\_\_\_\_

Other  
\_\_\_\_\_ = \$ \_\_\_\_\_

NOTE: This sheet is a part of and attached to the development agreement.

PUBLIC WORKS PROJECT REVIEW

DATE \_\_\_\_\_

**I. Project Information**

Project Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

**II. Design Review**

Engineering: Subdivision/Lot Split/Description/Easements  
Streets/Drainage: Roads/Layout/Grades/Cross-Section/Curb  
&Gutter/Sidewalk/Drainage Design/Control/Traffic  
Analysis/Capacity/Signage  
Water/Sewer: Water main line/Services/Supply/Storage  
Sewer main line/Services  
Utilities: Power, Telephone, Gas, Cable  
Public Works Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III. Construction Inspection**

Engineering:  Plans on Job  Survey control  
 Agreement Mortgage  Safety  Traffic control  
 Dust control  
Streets/Drainage:  Grades  Compaction  Inlet Box  
 Sub-base  Curb & Gutter  Sump  Base  Sidewalk  
 Retention  Asphalt  Cross drain

Notes: \_\_\_\_\_

Water:  Pipe size/Material  Trench  Hydrants  
 Backfill  Valves  Compaction  Crosses/Tees  
 Pressure Tests  Blocking  Bacteria Test  
 Services  Flush

Notes: \_\_\_\_\_

Sewer:  Pipe size/Material  Trench  Manholes  
 Backfill  Services  Compaction  Pressure Test

Notes: \_\_\_\_\_

**IV. Final Review/Acceptance**

Engineering: \_\_\_\_\_ Date \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_

Streets/Drainage: \_\_\_\_\_ Date \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_

Water/Sewer: \_\_\_\_\_ Date \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Public Works: \_\_\_\_\_ Date \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_