



5400 West Civic Center Drive - Suite 1
 Highland, UT 84003
 Phone 772-4515 Fax 756-6903
 Community Development Department

SUBDIVISION RECORDATION REQUEST

STAFF USE ONLY

Application Date: ___ / ___ / ___ Application Number: _____ Fee Owed: 1.5% of Bond
 Received by: _____ Receipt #: _____ Cash/Card/Check (Check #: _____)
 Planning Commission Meeting Date: _____ City Council Meeting Date: _____
 Application: Approved/Denied Staff Comments: _____

PROJECT INFORMATION

Name: _____
 Address: _____
 Acreage/Property Size: _____

APPLICANT INFORMATION

Name: _____
 Mailing Address: _____
 Phone #: _____ Fax #: _____
 Email Address: _____

Owner Information

Owner Name: _____
 Owner Address: _____
 Owner Phone #: _____ Owner Email Address: _____
 Owner's Signature: _____



PROPERTY OWNERS AFFIDAVIT

I (we) _____, being first duly sworn, depose and say that I (we) am (are) the current owner of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon personal knowledge.

Owner's Signature

Owner's Signature (co-owner, if any)

State of _____

County of _____

Subscribed and sworn to (affirmed) before me this _____ day of _____, 20____.

Notary Public

AGENT AUTHORIZATION AFFIDAVIT

I (we), _____, owner(s) of the real property located at _____, in Highland City, Utah, do hereby appoint _____, as my (our) agent to represent me (us) with regard to this application affecting the able described real property.

Owner's Signature

Owner's Signature (co-owner, if any)

State of _____

County of _____

Subscribed and sworn to (affirmed) before me this _____ day of _____, 20____.

Notary Public

SUBDIVISION RECORDATION REQUEST

Primary Items to Submit:

- Completed and Signed Planning Application. Affidavit **MUST** be notarized (this can be done at time of submittal).
- Paper Copy of Mylar – 24”x36” (3 copies). Copies must be drawn to scale.
- Reduced paper copies: One 8 ½”x 11” and one 11”x 17” copy.
- Plans on a disc as a PDF file; disc labeled and dated (1 copy).
- Electronic copy of **Approved Final Plat** (ACAD 2005).
- The Storm water Manager **MUST** be contacted for Storm Water Pollution Prevention Plan (SWPPP) requirements **prior to groundbreaking**. Contact him at: stormwater@highlandcity.org.
- A current Statement from Utah County Assessor’s Office indicating payment of taxes owed, property tax clearance and greenbelt taxes paid.
- Completed and signed Capital Improvement Disclosure & Impact Fee Sheet (form attached).
- Signature of Understanding (form attached).
- Bond Estimate for Improvements ready to be approved and signed (contact Planning Department for form at planning@highlandcity.org).
- Executed Public Improvement Agreement (form attached).
- Properly Executed Water Stock Certificates ready to be verified by City Recorder (form attached). The original certificates **MUST** be submitted.

All items must be present or application will not be accepted

I _____, have submitted the above listed items for the Subdivision Recordation Request.

Signature: _____ Date: _____

Final Bond Requirements:

- Executed Escrow Bond Agreement (form attached).
- Fee: 1.10% of Bond Amount (0.010 x _____ Bond Amount). Date Paid: _____

To Be Completed by Staff:

_____ City Council, Planning Commission and Staff Requirements met.
_____ Civil Review Process completed.
_____ Properly Executed Water Stock Certificates VERIFIED by City Recorder.
_____ Bond Estimate Approved and applicant notified of fee due.

*If this is an Open Space Subdivision Please notify Staff



DISCLOSURE REGARDING IMPACT FEES

[THIS FORM MUST BE SIGNED AND SUBMITTED PRIOR TO RECORDATION]

Notice is hereby given by Highland City that this application for the project listed below is subject to Impact Fees as properly adopted and applied. Impact fees are due at the time of individual building permit application. The impact fees that are required are those that are in place at the time the impact fees are due.

DEVELOPER

Date: _____ / _____ / _____

Applicant: _____

Project Name: _____

Written Name: _____

Signed: _____

Its: _____



SIGNATURE OF UNDERSTANDING

It has been explained to me and I understand that no building plans may be submitted for review until the final completion and acceptance of the subdivision (100% complete) which includes the punch list items.

DEVELOPER

Date: _____ / _____ / _____

Applicant: _____

Project Name: _____

Written Name: _____

Signed: _____

Its: _____



PUBLIC IMPROVEMENT AGREEMENT

By this agreement and in consideration of approval by the City of Highland of the _____ Subdivision, the undersigned hereinafter called "Developer" hereby agrees at its own cost and expense to install the public improvements as shown on the approved construction drawings of the above named subdivision, and, listed on the Highland City Bonding Estimate Form for Subdivision Improvements (Attachment A), within the one (1) year of the date of the final approval of the said plat and in a workmanlike manner. Pursuant to the said construction, the Developer shall furnish a Bond in a form acceptable to the City and according to a bond agreement form approved by the City Attorney.

The manner, character, and method of construction, installation, and placement of the said improvements shall all be done in accordance with the approved drawings and specifications adopted by the City under the direction and determination of the City Engineer. The City Engineer shall determine, in his sole discretion, whether the public improvement installation complies with law and the approved drawings and specifications. Any work or materials which are not acceptable to the City Engineer, pursuant to the above guidelines, shall be removed and replaced with an acceptable product at the Developer's expense.

Developer shall have performed his obligations under contract only when the improvements have been finally accepted by the City Engineer and the passage of one (1) year thereafter. The Bond aforesaid shall remain until performance is completed.

DEVELOPER

Date: _____ / _____ / _____

Written Name: _____

Signed: _____

Its: _____



CASH ESCROW BOND AGREEMENT

TO: HIGHLAND CITY CORPORATION

_____ (hereinafter called "Developer") agrees to construct, install and pay for all such public improvements as are set forth, represented and contained on that certain subdivision approved Construction Drawings for a subdivision located in Highland, Utah, known and recorded as: _____ (collectively referred to herein as the "Improvements"). That subdivision plat was approved by the Highland City Council on: _____, and is incorporated herein by this reference. Said Improvements shall be those required by law and by City rules and regulations and as set forth in the Approved Construction Drawings and the Bond Sheet Estimate attached hereto as EXHIBIT A. If there discrepancy between the Construction Drawings and the Bond Sheet Estimate, then the Construction Drawings shall govern. Developer further represents and certifies that it has obtained a cash escrow bond from _____, a financial institution licensed to do business in the State of Utah, in the amount of \$_____, which amount is the same as indicated in EXHIBIT A, in order to secure Developer's obligation to construct, install and pay for the Improvements. Pursuant to Section 6-104(a) of the Highland City Development Code, all data used by the City Engineer to compute the cost of the Improvements, as set forth in EXHIBIT B, is incorporated herein by this reference.

The Cash Escrow Bond is for the express purpose of assuring and guaranteeing the timely and proper completion by Developer of all such Improvements set forth, represented and contained on the aforementioned Construction Drawings, to the satisfaction of the City Engineer and according to City standards (as required by Section 6-104(c) of Highland City Development Code), and of warranting the durability of the Improvements for up to 1 year following their completion and final acceptance by the City Engineer, as set forth in Section 6-108 of the Highland City Development Code.

The Developer hereby assigns and sets over to Highland City all of the right, title and interest of the Developer in the full proceeds of the aforesaid Bond and does hereby also transfer and assign to Highland City the right to make demand and collect from _____ (financial institution) the proceeds of said Bond in the event of any default or non-compliance in the performance for which said Bond is posted and filed. The City shall have exclusive control over the bond proceeds, and they may be reduced or released only upon written approval of the City Engineer. He shall not release, prior to final acceptance of the entire subdivision, any amount in excess of one hundred (100%) percent of the amount allocated for such portion of the Improvements.

The amounts stated in EXHIBIT A shall be considered separate with respect to releases of or reductions in the Bond by Highland City, but each amount shall be applicable to every other part in event of the



CASH ESCROW BOND AGREEMENT

Developer's failure to perform one or more of the aforesaid Improvements satisfactorily. Notwithstanding the itemization of type and cost of Improvements as set forth in the attached EXHIBIT A, any remaining sum available pursuant to the Bond may be used by the City for the performance of any of the obligations of Developer hereunder with respect to the construction, installation and completion of any of the Improvements.

The City, in compliance with Sections 6-106 and 6-107 of the Development Code, will issue a Notice of Initial Acceptance to Developer of the total Improvements, or any portion thereof, and release, upon final inspection of the total Improvements, or any portion thereof, up to one hundred percent (100%) of the estimated cost of construction for such portion of the Improvements based upon EXHIBIT A. At such time as the corresponding 100% of the costs of completion for the Improvements indicated in the Notice of Initial Acceptance are released from the Bond (as such costs are represented in EXHIBIT A), Highland City and the Developer shall determine the lesser amount between the estimate provided in EXHIBIT A and the reasonably proven cost of completion of the Improvements associated with the Notice of Initial Acceptance. Once this determination is made, Highland City will only retain 10% of the determined lesser amount as the balance of the Bond for a period of one (1) year for the specified warranty period. Upon acceptance of the subdivision, or any portion of the Improvements thereof, by the City Engineer, at the end of the corresponding one (1) year warranty period, the final ten (10%) percent of the Bond will be released to the Developer.

The Developer acknowledges that Developer has informed or will inform its contractors and subcontractors of the release provisions of this Agreement.

Pursuant to Section 6-104(1)(b), this Bond Agreement will allow a maximum completion time of one (1) year from the date of execution of this Agreement before the City declares that Developer is in default under this Bond Agreement as a result of Developer's failure to timely complete the required Improvements. The City Engineer shall have the power to make this determination by inspection of the subject property and of the records of the Developer. Highland City agrees that if within the period of one (1) year from the date of this Bond Agreement the Improvements, or any portion thereof, as set forth in EXHIBIT A, have been constructed and installed in accordance with Highland City standards, as determined by the City Engineer, pursuant to inspection thereof, Highland City will consider reducing or releasing a portion of the Bond, subject to the provisions stated above and in compliance with Sections 6-106 and 6-107 of the Highland City Development Code.

It is also agreed that the violation of the City Ordinances, State Statutes, or Federal Regulations with respect to the development of this aforesaid project, or deviation in any way from the approved plat of the subdivision and the construction drawings for the Improvements that have been approved by the City, may be considered grounds for declaration of default of the Developer's obligations hereunder. In the event of default,



CASH ESCROW BOND AGREEMENT

said City Engineer shall provide a Notice by certified mail to the Developer that the Developer has failed to comply with its obligation to install said Improvements as agreed or that the Developer is otherwise in default under this Bond Agreement, or as described above. Highland City may then demand the proceeds of the Bond specified herein and collect the same from _____. If the bond proceeds are inadequate to pay the cost of the completion of the Improvements according to City standards for whatever reason, including previous reductions, then the Developer shall be responsible for the deficiency.

If bond proceeds are not transferred to the City within 30 days of written demand of the City after expiration of the time period or other default, then the City's costs of obtaining the proceeds, including the City Attorney's Office costs or outside attorney fees and court costs, shall be deducted from the bond proceeds, or if the bond is insufficient, required to be paid by Developer prior to issuance of building permits.

Upon receipt of the bond proceeds, after the expiration of the time period, the costs of completion shall include reimbursement to the City Engineer and all other City departments for the costs of administration of the completion of the Improvements. Upon such collection, Highland City may use and expend said proceeds to construct or complete the Improvements required hereunder or cause the same to be done.

Whenever in the judgment of the City Engineer, any portion of the Improvements shall be in need of repairs, maintenance, or rebuilding, during the one (1) year warranty period described above, he shall cause a written notice to be served to the Developer, and thereupon the Developer shall undertake and complete such repairs, maintenance or rebuilding. If the Developer fails to timely complete the repairs, maintenance or rebuilding, Highland City shall have such repairs made, and the cost of such repairs shall be reimbursed to Highland City from the Bond, or if said Bond amounts are insufficient to pay for said work, by the Developer. Highland City is entitled to pursue any legal action available to recover the shortage from the Developer. Highland City also has the right to pursue and to receive reimbursement of legal fees and court costs necessary in recovering the necessary funds to complete the Improvements. The Developer agrees to hold the City harmless from any and all liability which may arise as a result of the Improvements which are installed by Developer, and which are not constructed and completed according to City standards, until such time as the City accepts the Improvements.

Should Highland City undertake such completion work, it shall provide notice of such undertaking to _____ (the issuer of the Bond) within 30 days of such certification of default or failure to comply or shall be waived. All work performed by Highland City shall be done in a good workmanlike manner and according to City standards as defined by normal City inspection procedures.



CASH ESCROW BOND AGREEMENT

BANK:

Attest: _____

By: _____

Title: _____

Date: ____ / ____ / ____

DEVELOPER:

Attest: _____

By: _____

Title: _____

Date: ____ / ____ / ____

CITY:

Attest: _____

By: _____

Title: _____

Date: ____ / ____ / ____

BANK INFORMATION:

Bank: _____

Contact Person: _____

Address: _____

Phone: _____

Fax or email: _____

Account Number: _____

WATER SHARES WORKSHEET

(CULINARY ONLY)

Name of Subdivision: _____

<u>Irrigation Company</u>	<u>Number of Shares</u>	<u>Certificate Number(s)</u>	<u>Irrigation Company</u>	<u>Number of Shares</u>	<u>Certificate Number(s)</u>
Highland Conservation			Provo Full		
			Provo Late		
Other			Water Right	_____ a.f.	

- Total Acres: _____ X 1.0 Acre-Feet = Required Water of _____ Acre-Feet.
- Water Share(s) or Water Right(s) Available To Be Conveyed To Highland City:

Highland Conservation _____ X 1.0 AC-FT/Share = _____ Acre Feet.

Provo Res. Full Season _____ X 4.0 AC-FT/Share = _____ Acre Feet.

Provo Res. Late Season _____ X 2.5 AC-FT/Share = _____ Acre Feet.

** Underground Water Right (See attached Water Rights Agreement)= _____ Acre Feet.

3. Stored Water on Credit = _____ Acre Feet

4. Stream Water on Credit = _____ Acre Feet

5. Total Water Available = _____ Acre-Feet.

6. Excess (or Deficit) Acre-Feet for the Lot or Subdivision = _____ Acre-Feet.

Of the required 1 acre feet, ALL water must be a stored water right.

** For every acre foot of underground water right approved there is a fee of \$815.00 per acre foot payable to the city

WATER SHARES WORKSHEET

(IRRIGATION ONLY)

Name of Subdivision: _____

<u>Irrigation Company</u>	<u>Number of Shares</u>	<u>Certificate Number(s)</u>	<u>Irrigation Company</u>	<u>Number of Shares</u>	<u>Certificate Number(s)</u>
Highland Conservation			Lehi		
Provo Full			Provo Late		
Other			Water Right	_____ a.f.	

1. Total Acres: _____ X 3.0 Acre-Feet = Required Water of _____ Acre-Feet.

2. Water Share(s) or Water Right(s) Available To Be Conveyed To Highland City:

Lehi Irrigation Shares _____ X 2.0 AC-FT/Share = _____ Acre-Feet.

◆ Highland Conservation _____ X 1.0 AC-FT/Share = _____ Acre-Feet.

◆ Provo Res. Full Season _____ X 4.0 AC-FT/Share = _____ Acre-Feet.

◆ Provo Res. Late Season _____ X 2.5 AC-FT/Share = _____ Acre-Feet.

** Underground Water Right (See attached Water Rights Agreement) = _____ Acre-Feet.

3. Stored Water on Credit = _____ Acre Feet

4. Stream Water on Credit = _____ Acre Feet

5. Total Water Available = _____ Acre-Feet

6. Excess (or Deficit) Acre-Feet for the Lot or Subdivision = _____ Acre-Feet

◆ Of the required 3 acre feet, 50% must be a stored water right.

** For every acre foot of underground water right approved there is a fee of \$815.00 per acre foot payable to the city. This water right is conditioned upon the approval of the City Council and the approval of transfer rights by the State of Utah.