

MAPLETON CITY

SITE RESTORATION AND DURABILITY BOND

****PLEASE READ ALL INFORMATION CAREFULLY****

Estimated Subdivision Improvements Cost (provided by City Engineer) \$ _____

Site Restoration Cash Bond/Durability Cash Bond Amount (10%) \$ _____

PROJECT NAME _____ Phase or Plat _____

Address of Project _____

Name of Developer _____ Developer's Address _____

City _____ Zip _____ Phone # (____) _____

IMPORTANT: Included herein is the Bond Agreement in its entirety. Make sure the entire document is filled out correctly. Missing or incomplete information will result in the rejection of the Bond Agreement. This Agreement must be signed and notarized by the applicant. It will also need to be signed and notarized by the financial institution (bank) if a letter of credit accompanies this Agreement. Again, failure to complete this form in its entirety will cause the rejection of the Bond Agreement, and no bond release can be issued.

THIS AGREEMENT entered into this _____ day of _____, _____, by and between Mapleton City, a Municipal Corporation of Utah (hereinafter referred to as CITY), and _____, (hereinafter referred to as APPLICANT), a CORPORATION, PARTNERSHIP, INDIVIDUAL (line out those which do not apply. APPLICANT is located currently at the address listed above, and the telephone number is (_____)_____.

WITNESSETH:

WHEREAS, APPLICANT desires from CITY to commence construction on required subdivision improvements; and

WHEREAS, CITY will not grant said permit(s)/approval until adequate provision has been made to protect against possible health and safety hazards that could result from failure to complete all required improvements in the form of a Site Restoration Cash Bond in an amount of \$_____ as required in Mapleton City Code Chapter 17.16.010; and

WHEREAS, CITY will not authorize the recording of a final subdivision plat at the office of the county recorder until all required improvements have been inspected and accepted by the City Engineer; and

WHEREAS, CITY will authorize the release of the Site Restoration Cash Bond when the required improvements have been inspected and prior to a final subdivision plat being recorded at the office of the county recorder; and

WHEREAS, prior to a final subdivision plat being recorded at the office of the county recorder City will require the submittal of a Durability Cash Bond in an amount of \$_____; and

WHEREAS, provided the Site Restoration Cash Bond has not been depleted, it can be used as the Durability Bond upon release of the Site Restoration Cash Bond.

WHEREAS, provision has been made by law whereby APPLICANT may, in lieu of final completion of the improvements, file a bond acceptable to CITY in favor of CITY to secure to CITY the actual construction of the improvements and repair of any damage done to public property in a manner satisfactory to CITY and consistent with Mapleton City Code Chapter 17.20.

NOW, THEREFORE, the parties agree as follows:

1. The cash bond may be provided as a cash payment to CITY to be held by CITY in a deposit account or through the establishment of a cash savings account with a reputable financial institution (see exhibit “A” for a sample letter from the financial institution).
2. All data which are used by CITY to compute the cost of, or otherwise govern the design and installation of the improvements and any necessary repairs, is made a part of this Bond Agreement (hereinafter referred to as “Agreement”) and is incorporated herein by this reference.
3. Final acceptance of the improvements shall be official only upon written notice to APPLICANT from CITY expressly acknowledging said final acceptance and that any damage done to public property during the course of said improvements has been repaired to a standard acceptable to CITY.
4. **It is the APPLICANT’s responsibility to request a final inspection for all improvements installed prior to the expiration date of said bonds.**
5. The Site Restoration Bond shall be held until the final subdivision plat has been recorded in the office of the county recorder.
6. The Durability Bond shall be held for a period of one year unless otherwise stipulated. The time period will begin following the recording of the subdivision plat.
7. In the event that a final plat is not recorded within the time frame permitted under Mapleton City Code Chapter 17.04.080 or otherwise authorized by the City Council, or the improvements require repairs, and/or the fees have not been paid pursuant to this Agreement and Mapleton City Ordinances within the above stated time period(s), the CITY shall notify the developer and if applicable the financial institution holding the cash savings account. If the cash bond is not held by CITY, the applicable financial institution shall remit to CITY, upon CITY’S written demand, the proceeds of the cash savings account. CITY may use and expend all the proceeds or such lesser amount as may be estimated by CITY to be necessary to mitigate any health and safety hazards and or to make necessary repairs and/or pay the fees as required herein.

8. APPLICANT agrees to defend, indemnify, and hold CITY, its officers, agents, and employees harmless from any and all liability which may arise as a result of the installation of the improvements and the repairing of any damage done to public property during the course of said improvements
9. In the event the improvements have been installed and any necessary repairs completed to the satisfaction of CITY, pursuant to this Agreement, and Mapleton City Ordinances within the above stated time period(s), CITY agrees to execute a written release of the proceeds of the Letter of Credit and/or cash.
10. If, upon written demand of CITY after expiration of the time period(s) set forth above, the proceeds are not remitted to CITY within thirty (30) days of the written demand, then CITY'S costs of obtaining the proceeds, including costs incurred by the City Attorney or by outside attorneys' fees and court costs, shall be added to the amount due CITY from APPLICANT and shall be included with the bond proceeds remitted to CITY.
11. If the proceeds are inadequate to pay the cost of mitigating any health and safety hazards associate with the Site Restoration Bond or repairs associated with the Durability Bond according to CITY standards for whatever reason, APPLICANT shall be responsible for the deficiency. Additionally, no further permits shall be issued, no business license shall be issued, and/or any existing permits or business license applicable to the location of the improvements shall be suspended until the improvements or repairs are completed or, with the approval of Mapleton City Administrator, until a new bond has been executed to insure completion of the remaining repairs.
12. Upon receipt of the proceeds, after the expiration of the time period(s) set forth above, the cost of completion of the repairs shall include reimbursement to CITY for all costs including, but not limited to, construction, engineering, administration, and legal costs incurred by CITY in completing the site restoration and/or repairs.
13. CITY may use the proceeds to hire a contractor on behalf of APPLICANT to complete any necessary repairs. APPLICANT expressly grants to CITY, and any contractor hired by CITY on behalf of APPLICANT, its successors, and/or assigns, the right of access to the project property to complete the necessary repairs.
14. Should CITY exercise its option to complete any necessary repairs, APPLICANT shall defend, indemnify, and hold harmless CITY for any liability which exceeds the bond amount for the payment of any mechanic's or materialmen's liens as a result of any work of any contractor (including subcontractors and materialmen of any contractor) hired by CITY on behalf of APPLICANT, or which may arise due to a defect in the payment bond.
15. Wherever the term "APPLICANT" is used herein, it shall also refer to all successors and/or assigns of APPLICANT.
16. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah.
17. The making and execution of this Agreement have been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.
18. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby but shall remain in full force and effect.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

DEPOSITORY

Financial Institution/Bank:

By (Print Name): _____

Title: _____

Signature: _____

Date Signed: _____

APPLICANT

Subdivision Name:

By (Print Name): _____

Title: _____

ADDRESS: _____

(Address where bond release can be mailed to):

Signature: _____

APPLICANT NOTARY

(Complete only if APPLICANT is an Individual)

STATE OF _____)

COUNTY OF _____) ss.

On this ____ Day of _____, ____, personally appeared before me, _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that she or he executed the same.

NOTARY PUBLIC

(Print Name): _____ My Commission Expires: _____

Signature: _____ Residing in _____ County.

“Exhibit A”

Sample Letter of Cash Bond

Date:

Bank/Financial Institution
Address
City, State and Zip Code

Mapleton City Corporation
125 West Community Center Way
Mapleton, Utah 84664

Re: Performance & Durability Bond

Dear Sirs:

We hereby acknowledge and establish a cash savings account in the name of Mapleton City and (Owners Name) for the amount of _____ Dollars (\$ _____) in account No. _____. This cash bond is for and on behalf of the the (Project Name) Subdivision project located at approximately (Property address) Mapleton, Utah in compliance with Mapleton City Code Chapter 17.16.010.

The Site Restoration Bond shall be valid until the final subdivision plat is recorded with the county recorder. The Durability Bond will begin on the date of plat recording and held for a period of one year unless otherwise stipulated by the City.

Sincerely,

Bank President/Vice President or Designee