



**HIGHLAND CITY**

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: \_\_\_\_\_  
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:

- Electronic copy of **Approved Final Plat**.
- A current statement from Utah County Assessor's Office indicating payment of taxes owed, property tax clearance and greenbelt taxes paid.
- Improvement Deposit Account Agreement (attached) for funds associated with the installation and completion of all improvements associated with the development. Funding shall include the additional 10% warranty period retainer.
- Properly Executed Water Stock Certificates ready to be verified. The original certificates **MUST** be in Highland City's name when submitted. Please call to coordinate before purchasing water shares.

**\*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



# Improvement Deposit Account 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 is discrepancy between the Construction Drawings and the Bond Sheet Estimate, then the Construction Drawings shall govern. Developer further represents and certifies that they have established a demand deposit account (the “Deposit Account”) in the name of the Development with **Highland City** 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 A, is incorporated herein by this reference, if applicable.

The Deposit Account is for the express purpose of securing Developer’s obligations to assure and guarantee the timely and proper completion by the 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 the Highland City Development Code), and to warrant 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, sets over and grants a security interest to Highland City in all of the right, title and interest of the Developer to the Deposit Account and all funds in the Deposit Account and does hereby also transfer and assign to Highland City the right to make demand and collect the funds in the Deposit Account in the event of any default or non-compliance in the performance for which the Deposit Account is established. The City shall have exclusive control over the Deposit Account and funds in the Deposit Account, the City shall comply with instructions by the City Engineer directing disposition of the funds in the Deposit Account without further consent by the Developer, and such funds 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 Deposit Account by Highland City, but each amount shall be applicable to every other part in event of the 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 funds available in the Deposit Account 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 Deposit Account (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 Deposit Account 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 funds in the Deposit Account 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 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 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 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 funds in the Deposit Account, 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, said City Engineer shall provide a Notice of 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 Agreement, or as described above. Highland City may then demand the proceeds of the Deposit Account specified herein and collect the same. If the funds in the Deposit Account 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.

Upon receipt of the funds in the Deposit Account, after the expiration of the time period, the costs of completion shall include reimbursement to the City Engineer and all the City departments for the costs of administration of the completion of the Improvements. Upon such collection, Highland City may use and expend said funds to 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 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 Deposit Account, or if the funds in the Deposit Account 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 from the Developer 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. 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.

DEVELOPER: \_\_\_\_\_

CITY: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BANK INFORMATION**

Bank: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax or email: \_\_\_\_\_

Account Number: \_\_\_\_\_

Attached bank letter verifying funds in account or a copy of a deposit slip:

# WATER SHARES WORKSHEET

## (IRRIGATION ONLY)

Name of Subdivision: \_\_\_\_\_

Irrigation Company	Number of Shares	Certificate Number(s)	Irrigation Company	Number of Shares	Certificate Number(s)
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.  
 Shares are rounded up to the next whole number

2. Water share(s) or water right(s) available to be conveyed to Highland City.

Lehi Irrigation Company shares \_\_\_\_\_ X 2.0 AC-FT/Share = \_\_\_\_\_ Acre feet

◆ Highland Conservation shares:

- A - Shares: \_\_\_\_\_ X 1.0 AC-FT/Share = \_\_\_\_\_ Acre feet
- ♣ B - Shares: \_\_\_\_\_ X 0.9 AC-FT/Share = \_\_\_\_\_ Acre feet
- # C - Shares: \_\_\_\_\_ X 1.0 AC-FT/Share = \_\_\_\_\_ Acre feet
- D - Shares: \_\_\_\_\_ X 0.9 AC-FT/Share = \_\_\_\_\_ Acre feet

◆ Provo Reservoir Full Season \_\_\_\_\_ X 4.0 AC-FT/Share = \_\_\_\_\_ Acre feet

◆ Provo Reservoir Late Season \_\_\_\_\_ X 2.5 AC-FT/Share = \_\_\_\_\_ Acre feet

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

\*\* 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

♣ Highland Conservation 'B' Shares may be converted at 1 AC-FT/Share if the canal covering encumbrance equal to \$800 is paid to Highland City.

# Highland Conservation 'C' Shares owned by Highland City.

\*\* For every acre foot of underground water right approved there is a fee of \$815 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.



# WATER SHARES WORKSHEET

## (CULINARY ONLY)

Name of Subdivision: \_\_\_\_\_

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

1. Total Acres: \_\_\_\_\_ X 1.0 Acre feet = Required water of \_\_\_\_\_ **0** Acre feet.  
 Shares are rounded up to the next whole number

2. Water share(s) or water right(s) available to be conveyed to Highland City.

◆ Highland Conservation shares:

- A - Shares: \_\_\_\_\_ X 1.0 AC-FT/Share = \_\_\_\_\_ **0** Acre feet
- ♣ B - Shares: \_\_\_\_\_ X 0.9 AC-FT/Share = \_\_\_\_\_ **0** Acre feet
- # C - Shares: \_\_\_\_\_ X 1.0 AC-FT/Share = \_\_\_\_\_ **0** Acre feet
- D - Shares: \_\_\_\_\_ X 0.9 AC-FT/Share = \_\_\_\_\_ **0** Acre feet

Provo Reservoir Full Season X 4.0 AC-FT/Share = \_\_\_\_\_ **0** Acre feet

Provo Reservoir Late Season X 2.5 AC-FT/Share = \_\_\_\_\_ **0** Acre feet

\*\* Underground water right (See attached water rights agreement) = \_\_\_\_\_ Acre feet

3. Stored water on credit \_\_\_\_\_ = \_\_\_\_\_ Acre feet

4. Total water available \_\_\_\_\_ = \_\_\_\_\_ **0** Acre feet

5. Excess (or deficit) acre feet for the lot or subdivision \_\_\_\_\_ = \_\_\_\_\_ **0** Acre feet

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

♣ Highland Conservation 'B' Shares may be converted at 1 AC-FT/Share if the canal covering encumbrance equal to \$800 per share is paid to Highland City.

# Highland Conservation 'C' Shares owned by Highland City.

\*\* For every acre foot of underground water right approved there is a fee of \$815 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.