

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("*Agreement*") is entered into as of this (day) day of (month), 20 , by and between (Name of Property Owner/Developer) ("*Developer*") with its principal offices located at (Property Owner/Developer Address) and American Fork City, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 51 East Main Street, American Fork, Utah 84003 ("*City*").

RECITALS

WHEREAS, Developer owns and/or will develop certain parcels of property located in American Fork, Utah County, Utah, specifically Parcel (Parcel Tax ID Number) which consists of approximately (Number of Acres) acres and is further described in Exhibit A attached hereto (the "*Property*").

WHEREAS, the parties have learned that there are certain mutually beneficial, cooperative and cost-cutting ways their respective properties can assist in the development of the other;

WHEREAS, pursuant to Section 13.80.030 of the American Fork Code of Ordinances and in compliance with Section 11-36a-402 of the Utah Code Annotated, the parties desire to provide for certain "system improvements," as that term defined in Section 11-36a-102 of the Utah Code Annotated, in conjunction with the development of the Property by Developer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

AGREEMENT

- 1. Sanitary Sewer Line.** Developer is proposing to install sanitary sewer lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a (Number) inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
- 2. Storm Sewer Line.** Developer is proposing to install storm sewer lines through its project at the required minimum size as required by City codes and standards. The City seeks to have the pipe within development upsized to a (Number) inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.
- 3. Culinary Water Line.** Developer is proposing to install culinary water lines through its project at the required minimum size as required by City codes and standards. The City seeks

to have the pipe within development upsized to a (Number) inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

4. Pressurized Irrigation Line. Developer is proposing to install pressurized irrigation lines through its project at the required minimum size as required in City codes and standards. The City seeks to have the pipe within development upsized to a (Number) inch pipe to accommodate additional off-site uses. Each upsized pipe is a system improvement. The lengths of pipe, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

5. Sidewalk/Trail. Developer is proposing to construct a sidewalk at the required minimum size as required in City codes and standards. The City seeks to have some or all of the sidewalk within the development upsized to a (Note both width or depth as they apply) to accommodate additional off-site uses. Each upsized sidewalk is a system improvement. The additional work, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

6. Road. Developer is proposing to construct asphalt roads necessary for its development. The City seeks to have some of the asphalt roads within (Name of Development) constructed wider than is necessary for the development to accommodate additional off-site uses. Each upsized asphalt road is a system improvement. The construction of the road beyond that necessary for the development is reimbursable to the Developer. The additional square footage, associated materials and costs are set forth, and agreed to as shown, in the attached Exhibit B.

7. System Improvements Reimbursement. The public improvements described above are each a System Improvement and collectively the “System Improvements.” The City agrees to reimburse Developer for the System Improvements in an amount equal to the actual costs of the System Improvements, not to exceed the amounts set forth in Exhibit B.

8. Time of Reimbursement. The City shall provide to Developer a single reimbursement payment within thirty days of completion of all system improvements for the Project. Completion shall mean completion of construction, inspection and acceptance by the City Council.

9. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.

11. Modification. This Agreement may only be modified or altered by a writing signed by both parties.

12. Attorney Fees. In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

13. Execution. This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

14. Severability. The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.

15. Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.

16. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

WHEREFORE, the parties have executed the foregoing to be effective on the date appearing above.

DEVELOPER

AMERICAN FORK CITY

By: _____
Its: _____

Bradley J. Frost
Mayor, American Fork City

ATTEST:

City Recorder

Approved as to form:

Approved as to content:

City Attorney

City Engineer

EXHIBIT A
Parcel Legal Description

EXHIBIT "B"

Description of Improvements and estimated cost (bid schedule)