



SUB-DIVIDER AGREEMENT WITH TOQUERVILLE CITY

This agreement is entered into this _____ day of _____, _____, between

_____ (name/s)
of _____, County of _____ State (hereinafter referred to as "Subdivider"), and the City of Toquerville, a municipal corporation of the State of Utah, located in Washington County (hereinafter referred to as the "City"). Subdivider, on behalf of it/himself, its/his heirs, successors and assigns, hereby acknowledges, covenants and agrees that:

- 1) Subdivider has received and read a copy of the Toquerville City Subdivision Chapter of the Land Use Code and shall in all respects comply with the provisions contained therein.
- 2) All on-site and off-site improvements required to be constructed in connection with said subdivision shall be constructed and installed in accordance with the approved construction plans and drawings.
- 3) In the event that legal action is required to be taken by Toquerville to enforce the terms of this agreement, Subdivider agrees that it/he shall be liable to pay all such legal costs and expenses incurred by Toquerville, including court costs and a reasonable attorney's fee.
- 4) Subdivider agrees to pay all fees associated with this application as outlined in the current Land Use Fee Schedule.

DATED this _____ day of _____, _____.

Subdivider

Subdivider

City Representative, Title

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, _____, personally appeared before me, the signer(s) of the above instrument, who duly acknowledged to me that he/she executed the same on behalf of the Subdivider.

NOTARY PUBLIC (SEAL)

(Office Use:
Received by: _____