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ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
8000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: RUP, DEPUTY - WI 227 P.

**Recording Requested By and  
When Recorded Return to:**

City of West Jordan  
Attention: City Clerk  
8000 South Redwood Road  
West Jordan, Utah 84088

For Recording Purposes Do  
Not Write Above This Line

**MASTER DEVELOPMENT AGREEMENT  
COPPER RIM**

This Master Development Agreement (this “**Agreement**”) is made and entered into and made effective as of the 7 day of November, 2018 (the “**Effective Date**”) by and among **WEST JORDAN CITY**, a municipality and political subdivision of the State of Utah (“**City**”) and **CW LAND CO., LLC**, a Utah limited liability company (“**Master Developer**”). City and Master Developer may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

A. Master Developer previously applied to City for approval of a rezone of the Jensen Project, also known as Copper Rim (the “**Project**”), which application for rezone was approved on January 25, 2017 through enactment of Ordinance 17-05, causing the property described in **Exhibit A** (the “**Property**”) to be included in the PC zoning district. The Project is currently planned for development in multiple phases, including a commercial phase, and additional phases for residential, institutional, recreational and commercial uses, as permitted in the PC zoning district.

B. Master Developer has previously applied to City for approval of a preliminary development plan for the Project, which application for the preliminary development plan was approved on May 9, 2018 through enactment of Ordinance 18-14, establishing residential densities subject to the following conditions:

1. The maximum number of units in the overall development (excluding the commercial area) shall not exceed 753 residential dwelling units (4.9 dwelling units per acre) nor shall the ratio of single family dwellings to townhomes exceed 83% single-family residential to 17% multi-family residential (townhomes)

2. All lots shown in the Preliminary Development Plan are conceptual only. Each phase of development will be reviewed independently as part of the preliminary and final subdivision processes for each phase which may affect the size, shape and/or reduction of the number of lots.

3. All townhomes shall have a 2-car attached garage.

4. Guest parking for the townhomes shall be provided per the 2009 City Code, Section 13-12-3. Driveways in front of garages cannot be counted as guest parking.

5. The development shall meet all requirements of applicable City Departments and 2009 City of West Jordan City Code.

6. A Final Development Plan will be required to be submitted and approved for each phase of development.

7. UDOT approval for any bridges or roadways as required by the Engineering Department.

C. Master Developer has submitted, and City has reviewed, the application package, including this Agreement, pursuant to the requirements of the City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements.

D. The resulting preliminary and final approved development plan, approved engineering drawings, development standards, street sections maps, street cross sections, landscape plans, conveyance documents, title reports and other documents submitted during City's review and approval process will be referred to herein as the "**Development Documents**."

E. Pursuant to the authority of Utah Code Ann. § 10-9a-102(2) and the specific provisions of the City Code, City has determined to enter into this Agreement with Master Developer for the purpose of formalizing certain obligations of the Parties with respect to the Project, and such other matters as City and Master Developer have agreed.

## AGREEMENT

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

### ARTICLE I DEFINITIONS, LEGAL AUTHORITY AND PURPOSE

#### 1.1 Definitions.

1.1.1 "**7000 Line Extension**" has the meaning set forth in Section 2.4.2 below.

1.1.2 "**7400 Line Extension**" has the meaning set forth in Section 2.4.1 below.

1.1.3 "**7400 South Bridge**" has the meaning set forth in Section 4.4.C below.

1.1.4 "**Agreement**" has the meaning set forth in the Preamble.

1.1.5 "**Amenities**" means the park, amphitheater, open space, Project trails (including bridge and other trail improvements within the Open Space depicted on page 38 of the Plan), gardens, other recreational facilities, landscaping, and channel stabilization, and other amenities described in the Plan, excluding the pool and clubhouse which shall be private amenities for the use and benefit of residents or property owners who purchase developed lots or units within the Project, as may be determined by Master Developer.

1.1.6 “**Applicable Law**” has the meaning set forth in Section 8.5 below.

1.1.7 “**Buildout**” means the development of the units and commercial uses described in the Plan and as constituting the Project.

1.1.8 “**City**” has the meaning set forth in the Preamble.

1.1.9 “**City Code**” means the West Jordan City Code in effect on January 25, 2017.

1.1.10 “**Common Area**” means the area defined by the City Code; see **Exhibit B**.

1.1.11 “**Conditions**” has the meaning set forth in Section 1.5 below.

1.1.12 “**Developer’s Invoices**” has the meaning defined by the City Code.

1.1.13 “**Development Application**” means an application to City for development of a portion of the Property, including, but not limited to applications for site plan, subdivision, building permit or other permit, certificate or authorization from City required for development of the Property.

1.1.14 “**Development Documents**” has the meaning set forth in the Recitals.

1.1.15 “**Effective Date**” has the meaning set forth in the Preamble.

1.1.16 “**Master Developer**” has the meaning set forth in the Preamble.

1.1.17 “**Offsite Water Improvements**” has the meaning set forth in Section 2.4.2 below.

1.1.18 “**Outsourcing**” has the meaning set forth in Section 5.1 below.

1.1.19 “**Oversizing**” or “**upsizing**” means the installation of improvements larger or with greater capacity than required for the Project.

1.1.20 “**Plan**” means the Preliminary Development Plan approved by the City Council on May 9, 2018 for the Project, sometimes referred to as the “Development Plan.”

1.1.21 “**Project**” has the meaning set forth in the Recitals.

1.1.22 “**Project Streets**” has the meaning set forth in Section 4.3 below.

1.1.23 “**Property**” has the meaning set forth in the Recitals.

1.1.24 “**Reimbursable System Improvement Expenses**” means all documented costs incurred by Master Developer, or its contractors or those working on its behalf, associated with one or more system improvements which are completely or partially reimbursable by the City, according to City ordinances and regulations, including placement on Master Plans and the

6-Year Strategic Plan, and which are specifically agreed upon in separate reimbursement agreements. **“Reimbursable System Improvements”** include the following improvements:

- A. The Offsite Water Improvements; and
- B. The improvements described in Sections 3.1 and 4.1 through 4.4.

1.1.25 **“Transfer Deed”** has the meaning set forth in Section 7.1 below.

1.1.26 **“UDOT”** means the Utah Department of Transportation.

1.1.27 **“Water Tank Site”** has the meaning set forth in Section 2.2 below.

1.2 **City Laws and Purpose.** City and Master Developer represent that they have the legal authority to enter into and perform their respective obligations under this Agreement and that City has determined that this Agreement effectuates public purposes, objectives and benefits. The City’s Applicable Law, this Agreement, and the approved Development Documents and engineering plans will govern City and Master Developer with respect to development of the Project. City’s enactment of the ordinance approving this Agreement, and entering into this Agreement, are legislative acts allowed and authorized by Utah Code Ann. § 10-9a-101, et seq., including specifically Utah Code Ann. § 10-9a-102(2).

1.3 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.

1.4 **Project Vesting.** To the maximum extent permissible under state and federal law and at equity, City and Master Developer intend that this Agreement confirms that the Project is vested in accordance with the Preliminary Development Plan and associated conditions without modification or interference by City except as specifically provided herein. By way of further clarification, the Project is vested with the right to develop and locate on the Property the uses and densities, and to develop in accordance with dimensional requirements as allowed by Applicable Law. The Property is also vested with access to all City roads, described below, which adjoin or traverse any portion of the Property. The Parties intend that the rights granted to the Project hereunder are contractual vested rights and include the rights that exist as of the Effective Date under statute, common law and at equity.

1.4.1 **Density and Uses.** Master Developer and each aspect of the Project is vested with the right to the maximum densities and uses described in the Development Documents, including, specifically, the Plan, and all other uses available under Applicable Law. Master Developer and City have agreed to an allocation of total approved density into the phases described on Exhibit D1 of the Plan. A minor adjustment may be approved in connection with a site plan or subdivision application approval, as described in Section 2.1.1. Any effort to modify densities or uses beyond a minor adjustment, including increasing density, shall require an amendment to this Agreement in accordance with Section 8.1, or an amendment to the Plan in accordance with Applicable Law.

1.4.2 **Configuration.** Each aspect of the Project is vested with the right to locate the approved densities and uses in the configurations generally depicted in the Plan, subject to the



completion of site plans and subdivision plats in accordance with Applicable Law and this Agreement.

1.4.3 Development Elements. Each aspect of the Project is vested with the right to connect to existing public roads and infrastructure as depicted in the Plan; construct new roads of the widths, type and dimensions depicted in the Plan; locate amenities of the types and character described in the Plan; locate and construct signs and monument signs in accordance with the Plan; and develop the Project in accordance with setback, parking, height, open space and other dimensional and location requirements which cannot be more restrictive or onerous than depicted and described in the Plan or as allowed by Applicable Law. The design elements depicted in the Plan shall be treated as the approved "design standards" pursuant to any City Code requirement, and Master Developer shall not be obligated to apply a uniform design theme within the Project but may, because of its size and variety, approve and authorize different design elements so long as they are generally consistent with the elements described in the Plan and are approved by any architectural review process established by Master Developer.

Project vesting does not include design elements that pertain to final design, and final design plans may deviate from the Preliminary Development Plan and other plans. More particularly, Final Development Plan preparation may require deviations for final grading, plan and profile of streets, intersection traffic control devices, intersections, traffic signals, turning lanes, center medians, drainage systems, channels and pipes, water systems, sewer systems, and any other similar elements of project design that are or may be encountered in the preparation of final engineering plans.

1.4.4 Land Disturbance Permit. Upon Master Developer's application for a land disturbance permit, Master Developer shall submit to City an application satisfying the requirements of the City Code Title 11 Land Disturbance, as in effect as of the Effective Date. Notwithstanding the foregoing, Master Developer acknowledges and agrees that City may require additional grading to be completed after issuing a land disturbance permit in connection with City's acceptance of Master Developer's final engineering grading plans. In connection with the foregoing, City hereby approves the temporary grading and exporting of excess dirt material for development of the Project, as necessary to effectuate, and in accordance with, the Plan. Master Developer or its grading contractor may export and engage in incidental sales of the excess dirt materials resulting from such activities.

1.4.5 Nature of Vesting. The Project, not the Master Developer, is vested according to state law.

1.5 **Conditions Precedent.** Each of City and Master Developer is entering into this Agreement in anticipation of the satisfaction of certain conditions precedent, which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that the Conditions will be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the "Conditions":

1.5.1 the final approval and acceptance of this Agreement by the City Council.

1.6 **Separate Development Agreements.** Master Developer or successors in title may elect to propose and enter into separate agreements with City to govern the construction or development of a particular phase or portion of phase within the Project. Nothing in any separate agreement may conflict with the entitlements obtained by Master Developer in this Agreement without the express written consent of City and Master Developer.

## ARTICLE II PROJECT DEVELOPMENT

### 2.1 **Master Developer Obligations.**

2.1.1 *Phased Development.* A Preliminary Development Plan ("Plan") has been approved by the City Council. This Master Development Agreement should not be construed as changing, amending, or altering the City's standard practices and policies pertaining to Development Plans, including that a Final Development Plan is required for each phase of the development. Each Final Development Plan shall include all the remaining specific design elements of the referenced phase. The Project will consist of multiple phases, as shown in the Plan, a copy of which is attached hereto as **Exhibit C**, as the same may be amended from time to time. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as permitting, market orientation and demand, interest rates, competition, and similar factors. The basis with each submission of a subdivision plat so long as each proposed final subdivision plat is generally consistent with the Plan. Accordingly, the timing, sequencing, and phasing of development of the various phases in the Project shall be as determined by Master Developer and as approved by the City, in accordance with the Development Plan and City Code Section 13-5J-10E. The Parties agree that changes which are not significant variations under Section 13-5J-10E(4) may be approved by the Zoning Administrator.

2.1.2 *Conveyance or Dedication of Required Easements.* Master Developer shall convey or dedicate to City or other applicable utility provider at no cost such required public utility easements on or within the Project as are consistent with the Plan and as may be necessary to facilitate the extension of required utility services to and throughout the Project. Master Developer shall not be required to construct or install any "oversized" or "system" improvements, as system is defined by Utah Code Ann. §§ 11-36a-101, *et seq.*, without a reimbursement agreement to fairly compensate Master Developer for the extra costs associated with such improvements, as required by City Code.

2.1.3 *Construction of Park, Open Space and Amenities.* Except for the pool, clubhouse and those Amenities located within the Common Area, Master Developer shall cause the Amenities to be constructed concurrently with each residential phase wherein the Amenities are located. As for improvements to be installed within the Common Area, Master Developer shall install the pool, clubhouse and Amenities according to the following schedule:

Amenity/Improvement to be completed within Common Area	Timing
Pool	No later than the issuance of the 180 <sup>th</sup> building permit for the Project.
Clubhouse	No later than issuance of the 180 <sup>th</sup> building permit for the Project.
Other amenities depicted within Common Area depicted on attached Exhibit B and on page 38 of the Development Plan	Each amenity needs to be constructed in the phase in which it is located in the Development Plan.

Should Master Developer fail to complete timely the improvements described in the above table, the City may withhold the issuance of future building permits. Upon completion of the Amenities, Master Developer shall dedicate the Amenities to a master owner's association or sub-association(s) for the Project, for use by the general public, but to be maintained by such association(s). Upon completion of the Pool and Clubhouse, Master Developer shall dedicate such improvements to a master owner's association or sub- association for the Project, for private use of such association members, to be maintained by such association(s). In connection with designing the Open Space, Master Developer shall have the hydraulics of the Open Space area analyzed commencing with the execution of this Agreement so as to determine the ability of the Open Space to accommodate historic flows through what has been called Dry Creek. Dry Creek must be stabilized by the Master Developer to pass any and all expected future flow according to the adopted Storm Water Master Plan and per City requirements. Unless otherwise indicated herein, the Home Owners Association shall maintain ownership and maintenance responsibilities for all amenities.

2.1.4 Construction of Certain Infrastructure and Roadways. Access and connecting roads will provide for, design, and install safe and efficient circulation within, and adequate entrances and exits for the Project, as described in the Plan. All access and connecting roads shall be completed in accordance with the approved plans and specifications submitted in connection with one or more subdivision plats or site plans for the various phases of the Project. Master Developer shall be required to construct the following:

A. Culinary Water and Sanitary Sewer Improvements. Master Developer shall be responsible for constructing and installing the requisite service and distribution lines within the Project necessary for City to provide culinary water and sewer service to the Project. Except as expressly set forth in Section 2.4, Master Developer shall not be required to install service or distribution lines outside of the Project. The Zone 5 culinary water storage, transmission waterlines, pump station, and related infrastructure shall be required before phases 4 through 12 of the Project are completed; the Master Developer may wait for the City to complete the construction of this infrastructure or the Master Developer may complete the construction of this infrastructure and be reimbursed by the City.

B. Storm Water Improvements. Master Developer shall construct storm water retention and detention facilities in accordance with the Development Documents to accommodate storm water flows originating from within the Project. Master Developer shall not be required to design such retention and detention facilities to address storm water flows originating from outside the Project without reimbursement from City. Historic flows, including those “passing through” the Project, shall be accommodated through the Open Space area and certain improvements related thereto reimbursed in accordance with Section 3.1. Detention storage needed for the project may be stored in the existing Dry Wash Detention facility at a cost of \$104,729.82 per Acre Foot to Master Developer, which may be offset by the upgraded cost of the Highland Loop Roundabout (compared to a standard T-intersection) described in Section 4.4. Appropriate conveyance of the storm water in the Dry Wash channel shall be required to enact this provision of available storage.

2.1.5 Construction Standards. Notwithstanding any other provisions of this Agreement, all improvements to be publicly dedicated shall be constructed in compliance with Applicable Law and this Agreement. For each phase, Master Developer shall enter into an improvement construction and assurance agreement, the form of which is attached hereto as **Exhibit D**, prior to recording the final plat for that phase, securing completion and warranty of all public improvements in that phase, unless the Parties agree to another form of financial assurance which is consistent with City Code and state law.

2.1.6 Construction Process.

A. Testing. Master Developer shall pay for and complete all soils and materials, and traffic testing required by the Applicable Law. The work shall be performed by testing agencies acceptable to the City Engineer. Copies of all test results shall be submitted to the City Engineer within thirty-six (36) hours after they are issued by the testing agency. The City Engineer may request that the test reports be certified by the testing agency.

B. Timing of Construction. Master Developer may obtain grading and ground disturbing permits in advance of recording subdivision plats upon providing financial assurance for the value of the restoration of the site on which such work will be performed, or as otherwise allowed by Titles 8 or 11 of City Code or Applicable Law. Master Developer may commence subdivision improvements before or after recordation of a subdivision plat, but only upon compliance with the requirements of City Code § 8-3C-2. With respect to the installation of infrastructure improvements, the Parties agree to comply with Utah Code Ann. §10-9a-802(2)(d)(2018), as may be amended.

2.1.7 File Record Documents. Master Developer shall file with the City Engineer “Record Documents” or “As-Builts” conforming to City requirements.

2.1.8 Indemnification. Master Developer shall, at all times, protect, indemnify, save harmless and defend City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Development

Documents, by Master Developer, Master Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement. Nothing in this provision shall be deemed to limit or impair Master Developer's rights or claims for contribution, indemnification or relief against Master Developer's contractors, subcontractors, or suppliers. In addition, Master Developer shall not be required to indemnify, hold harmless, or defend City from any claims or liabilities caused by, or resulting from, any negligent actions or negligent failures to act by City or its agents, employees, officers, or contractors.

2.1.9 *Fencing*. Master Developer shall cause fencing to be installed as described on page 42 of the Plan. Master Developer shall cooperate with UDOT in installing the eight-foot tall decorative masonry walls (or as otherwise set forth in the Development Plan) in the areas shown in the Plan and Master Developer shall work towards having UDOT maintain such walls, or later installed UDOT sound walls, to the extent the walls adjoin Mountain View Corridor. Any fencing shown on the Plan and not maintained by UDOT shall be maintained by an owner's association formed by Master Developer.

2.2 **Purchase of Water Tank Site**. City has agreed to purchase approximately two (2) acres of land within the Project (the "**Water Tank Site**") for the installation of a three million (3,000,000) gallon water tank for the benefit of areas outside of the Project. The Water Tank Site is located within the commercial phase of the Project, and the purchase price for the Water Tank Site shall be determined based on a fair market valuation ("appraisal") as a residential site. City shall complete the appraisal within three (3) months of the Effective Date and shall pay Master Developer for the Water Tank Site within six (6) months of the Effective Date. City shall be responsible for the planning, construction and installation of the water tank on the Water Tank Site and associated drain line, however, Master Developer shall be entitled to relocate the water tank drain line, the water tank inlet, and outlet pipe (zone 3) and site water line (zone 4) including site electrical line, in its commercially reasonable discretion, so long as Master Developer pays the costs associated with such relocation, including any redesign and engineering costs. All lines must maintain proper grade and cover.

2.3 **Culinary Water, Sanitary Sewer and Stormwater Improvements**. City represents to Master Developer that sufficient sanitary sewer utilities, storm water utilities and culinary water service, including without limitation, all necessary water rights and associated water capacity, storage, and water main extensions leading to the Property, currently exist for phases 1, 2, and 3 to allow Master Developer to proceed with development of these phases of the Project, subject only to construction of the Offsite Water Improvements (as defined below) and delivery and retention systems constructed within the Project. City agrees that it shall make available (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer and storm water service. Culinary water, sanitary sewer and storm water utility services will be provided through delivery and retention systems constructed within the Project by Master Developer as depicted in the Development Documents. To the extent the delivery systems are properly and timely constructed by Master Developer, such services shall be provided at such times as required by the construction of the Project and so as not to delay construction. Construction of infrastructure within the Project to serve later constructed phases shall be Master Developer's responsibility. The Zone 5 culinary water storage, transmission waterlines, pump station, and related infrastructure shall be required before phases 4 through 12 of the Project are constructed; the Master Developer may wait for the

City to complete the construction of this infrastructure or the Master Developer may complete the construction of this infrastructure and be reimbursed by the City.

## 2.4 Construction of Offsite Water Improvements.

2.4.1 *7400 Line Extension.* As of the Effective Date, there is sufficient system capacity for water service and fire flows for the full development of phase 1 and the commercial phase. For the development of phases 2 and 3 and the institutional phase, Master Developer has commenced the design of a twelve inch (12") water line extension running east along 7400 South, across the Mountain View Corridor and connecting with the Project (the "7400 Line Extension"). Upon installation of the 7400 Line Extension, the City represents that full development of phases 2 and 3, and the institutional phase may proceed without any unreasonable delay regarding water service to the aforementioned phases of the Project.

2.4.2 *7000 Line Extension.* At such time as Master Developer may determine in its discretion, and only to extent not previously constructed by the City or other parties, Master Developer will commence the design, construction and installation of a water line extension running north along Highway 111 and then east at 7000 South across an existing rail line and the Mountain View Corridor and connecting with the Project (the "7000 Line Extension" and together with the 7400 Line Extension, the "Offsite Water Improvements"). The location of the Offsite Water Improvements is generally depicted on the attached **Exhibit E**. Upon installation of the 7000 Line Extension, and Zone 5 culinary water storage, transmission waterlines, pump station, and related infrastructure, the City represents that full development of all remaining phases within the Project may proceed without any unreasonable delay regarding water service to the aforementioned phases of the Project. The Master Developer may wait for the City to complete the construction of this Zone 5 infrastructure or the Master Developer may complete the construction of this infrastructure and be reimbursed by the City.

2.4.3 *Construction Responsibilities.* Master Developer shall be responsible for the construction and associated costs of the Offsite Water Improvements, including any tunneling activities and acquisition of rights of way; provided, however, that City will reimburse Master Developer for all costs associated with the Offsite Water Improvements in accordance with ARTICLE III and as allowed by City Code.

2.5 **Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development, whether by Master Developer or a successor in interest, will be consistent with this Agreement and the approved Development Documents, including the Plan.

2.6 **Impact Fees; Costs of Application Processing.** Master Developer will be assessed and required to pay impact fees calculated by City in accordance with the Utah Impact Fees Act. Most impact fees will not be assessed and collected until applications for building permits are submitted for particular lots or parcels within approved subdivision plats and site plans. However, impact fees for storm water improvements, the four percent (4 %) engineering inspection fee, and the street light fee will be assessed and collected at the time of recording a subdivision plat or site plan, or as otherwise provided by City policy.

**2.7 Reimbursement System Improvements.** Master Developer shall be reimbursed, in accordance with ARTICLE III, and according to the City's ordinances and regulations, for the costs incurred in constructing Reimbursement System Improvements. Master Developer shall provide City with estimates for the costs of all Reimbursement System Improvements as they are received. City shall use the cost estimates in updating its impact fee facilities plans. Master Developer shall provide regular reports of all costs incurred by Master Developer in constructing Reimbursement System Improvements and in calculating Reimbursable System Improvement Expenses. City shall provide Master Developer with reports on impact fees collected upon reasonable request and without requiring Master Developer to file a records request.

**ARTICLE III  
REIMBURSEMENT OBLIGATIONS**

**3.1 Reimbursements.** Except as otherwise provided herein, Master Developer shall construct the Reimbursement System Improvements at such times as described in this Agreement. City shall remit to and reimburse Master Developer its Reimbursable System Improvement Expenses from impact fees in accordance with the following table, with each project to be documented by a separate reimbursement agreement:

<u><b>Type of System Improvement</b></u>	<u><b>City Impact Fee Category</b></u>
Project 59 – Installation of 54” RCP*  Project 78 – Installation of RCP (sizes vary) across Mountain View Corridor*  Installation of channel stabilization improvements along the historic wash running through the Project.*	Storm water
The Offsite Water Improvements described herein*	Water
Upgraded cost of the Highland Loop Roundabout (compared to a standard T-intersection)*  Project 16 - 7400 S extension from 5490 W to 7000 S (e.g. 7400 S, Copper Rim Drive)*  Project 17 - Connector road from 7000 S to 7800 S (e.g. Copper Rim Drive)*  Project 19 - East/West road from 5800 W to 5490 W (e.g. Copper Rim Drive, Highland Loop/roundabout)*  Project 108 - 6000 W and 7400 S roundabout*	Transportation
Any Oversizing, including any Upsizing of Right of Way above and beyond minimum legal requirements*	From appropriate impact fee fund associated with the oversized improvement

\* The specific amounts for each reimbursement of these improvements shall be documented by a separate or combined reimbursement agreement.

City shall add the above listed improvements to its impact fee facility plans and shall collect impact fees in accordance with Applicable Law. City further agrees, unless a different process is expressly required under Applicable Law, to the following requirements regarding the reimbursements required under this Agreement:

3.1.1 Estimates. Master Developer shall provide to City estimates and bids for those Reimbursement System Improvements which Master Developer intends to construct, and City shall update its impact fee facilities plan accordingly.

3.1.2 Invoices. Master Developer shall forward to City all invoices it receives for costs and expenses that Master Developer incurs for the design, construction and installation of the Reimbursement System Improvements (“**Developer’s Invoices**”). All such Developer’s Invoices shall constitute Reimbursable System Improvement Expenses.

3.1.3 Periodic Reimbursements. City shall reimburse Master Developer for approved Reimbursable System Improvement Expenses from impact fees assessed and collected for the Reimbursement System Improvements at an interval consistent with City’s budgeting and accounting systems, according to the City’s ordinances and regulations, until Master Developer is reimbursed in full for all Reimbursable System Improvement Expenses, according to the terms of the reimbursement agreements.

3.2 Complete Reimbursement. The City has a standardized process for handling reimbursements for all developers, according to reimbursement agreements. The City will completely reimburse the Master Developer according to the terms of this standardized process and the individual reimbursement agreements.

3.3 No Reduction. City shall not enact a moratorium on collecting impact fees and shall include the obligations set forth in this Agreement into any subsequently amended or adopted impact fee facilities plan. City shall not reduce the impact fees from the amounts collected as of the Effective Date; it being the Parties’ intent that the effective amount of the impact fees not be reduced while obligations are outstanding to Master Developer under this Agreement.

3.4 Other Requirements. Other requirements for reimbursement agreements are as follows:

A. The Master Developer (or authorized agent) has the duty to initiate the Reimbursement Agreement process by filing a complete application, for Reimbursable System Improvements, with the City, according to the City’s established procedures.

B. All City projects shall be completed according to the City’s established ordinances, regulations, standards, and guidelines, in the City’s sole judgment and discretion.

C. The City shall complete all inspections and shall verify all invoices before reimbursement payments are made.



D. The Parties are aware that many of the Reimbursable System Improvements (listed on the City's Master Plans and Six-Year Strategic Plan) are only eligible for a maximum of twenty-five percent (25%) reimbursement.

E. This Master Development Agreement should not be construed as changing, amending, or altering the City's standard practices and policies pertaining to Reimbursable System Improvements, impact fee revisions, or any of the following: related projects, expenses, potential reimbursable amounts, timing, inspections, quality, and processes. The City is not obligated to complete impact fee revisions within any specific time, and the City is not obligated to change its standard procedures of verifying work completed and of reimbursing the Master Developer.

#### ARTICLE IV ROAD INFRASTRUCTURE.

##### 4.1 Arterial Roads.

A. 7800 South. In connection with the approval of a building permit for the commercial phase bordering 7800 South, Master Developer, or its assign, shall agree to install curb, gutter, and sidewalks improvements along the section of 7800 South bordering the Project as well as any required traffic signaling at the Project's intersection at 7800 South. Master Developer is not obligated to provide additional right of way in the area of 7800 South in connection with its obligations under this Section. To the extent any additional improvements are required within the 7800 South right of way other than those described above in this Subsection 4.1(A), then the costs for those additional road improvements shall be reimbursed in accordance with this Agreement.

B. 7000 South. In connection with the approval of a subdivision plat or site plan for the phase bordering 7000 South, Master Developer shall be required to widen the southern portion of 7000 South that is directly adjacent to Phase 9 according to current City standards. This is a "boundary road" and it is not classified as Reimbursement System Improvements, and Master Developer shall not be entitled to receive reimbursement

4.2 **Dedication and Construction of Collector Streets.** The Project shall include the following four types of streets, as depicted in the Plan: 53.5' Local Street, 70' Park Collector Street, 70' Neighborhood Collector Street, and 80' Collector Street (collectively, the "Project Streets"). Master Developer agrees to dedicate the right of way for the Project Streets by road dedication or other plat or plats at no charge to City. Master Developer agrees to be responsible for constructing the Project Streets and for all costs incurred in acquiring any additional right of way necessary for Project Streets; and shall be reimbursed by City in accordance with ARTICLE III.

##### 4.3 Offsite Connector Roads.

A. Sommerglen Heights Connector Roads. Master Developer shall be responsible for constructing connecting road sections (7520 South and 7400 South) through the power corridor on the east side of the Project to the neighboring Sommerglen Heights at the Highlands development. City agrees to make reasonable efforts to assist the Master Developer in securing all necessary rights-of-way through the power corridor on the east side of the Project.

B. Highlands Loop Connector Road and Roundabout. As the “Highlands Loop Connector Rd” is a master planned collector road according to the City’s transportation master plan, the Developer will be responsible for the construction and installation within the Project boundaries, including all intersections and infrastructure related to the design for the road sections within the Project, and shall leave a road stub at the Project boundary. Developer shall cooperate with actions by third parties to install those segments of the future Highlands Loop Connector Road located outside of the Project.

Since adoption of the Plan, City staff has confirmed that it would prefer having a roundabout in the location where the Highlands Loop Road enters the Project and connects to the main Park Collector Street depicted on pages 76 and 77 of the Plan. Since City elects to have a roundabout located at this intersection, City agrees to: (i) pay for the increased cost of construction of the roundabout (compared to a standard T-intersection) in the area depicted on **Exhibit H** from City funds on hand and ready to be devoted to the roundabout by City; and (ii) allow the Master Developer to purchase or to offset (against the increased cost of construction of the roundabout) storm water detention storage space, as described in Subsection 2.1.4 (B) above.

C. Mountain View Corridor/7400 South Bridge. City acknowledges that UDOT has approved Master Developer’s concept plan for a bridge over the Mountain View Corridor at 7400 South (the “**7400 South Bridge**”), the form of such approval attached hereto as **Exhibit G**. City represents and warrants to Master Developer that UDOT’s approval of the 7400 South Bridge satisfies all necessary conditions imposed in connection with approval of the Plan with respect to obtaining UDOT approvals. Master Developer may proceed with development of all phases of the Project without obtaining further approvals from UDOT. City may elect to construct or have others construct the 7400 South Bridge or other roads and bridges connecting to or spanning the Mountain View Corridor, provided that Master Developer shall not be responsible for any such improvements as any and all such improvements, if planned or constructed, would be Reimbursement System Improvements under Utah law. Notwithstanding the foregoing, Master Developer has caused the concept plan for the 7400 South Bridge to be produced and may cause further engineering drawings to be produced, and City shall provide reimbursements to Master Developer for such drawings; provided, however, that Master Developer’s obligation to pay costs therewith associated shall not exceed \$50,000. City further agrees that future engineering, design and/or construction of the 7400 South Bridge shall not delay City’s issuance of permits for development within the Project.

D. Mountain View Corridor/70<sup>th</sup> South Bridge. Similar to the Mountain View Corridor/7400 South Bridge, the Parties acknowledge that a bridge is planned over Mountain View Corridor at 70<sup>th</sup> South. Master Developer may proceed with development of all phases of the Project without obtaining approvals from UDOT for the 70<sup>th</sup> South bridge. City may elect to construct or have others construct the 70<sup>th</sup> South bridge or other roads and bridges connecting to or spanning the Mountain View Corridor, provided that Master Developer shall not be responsible for any such improvements as any and all such improvements, if planned or constructed, would be Reimbursement System Improvements under Utah law.

Notwithstanding the foregoing, Master Developer will cooperate with any City or UDOT efforts to prepare a concept plan for the 70<sup>th</sup> South bridge. Therefore, like the Mountain View Corridor/7400 South Bridge, the Master Developer may be required to prepare a bridge concept

plan for the future bridge at 7000 South in order to determine the physical constraints for the project design in the vicinity of 7000 South and the Mountain View Corridor. If required, the Master Developer shall bear the cost of this concept bridge design and shall obtain UDOT acceptance as such concept plan. UDOT approval is vital to the ability to approve a final design of the project and is thus considered to be a project improvement. City further agrees that future engineering, design and/or construction of the 70<sup>th</sup> South Bridge shall not delay City's issuance of permits or approvals for development within the Project.

## ARTICLE V DEVELOPMENT APPLICATIONS

**5.1 Development Applications.** City shall promptly review and process Development Applications in accordance with this Agreement and Applicable Law.

## ARTICLE VI DEFAULT AND COSTS

**6.1 Default.** In the event of a failure by any Party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other Party, the non-defaulting Party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

6.1.1 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

6.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.

## ARTICLE VII ASSIGNMENT AND RECORDATION

**7.1 Assignment and Transfer of Development.** If Master Developer assigns, transfers, or otherwise conveys the entire Project or any portion thereof to a subsequent owner, then this Development Agreement shall inure to the benefit and detriment of the subsequent owner, and shall not relieve the subsequent owner from any responsibilities or duties set forth herein. The obligations of Master Developer shall automatically be assigned and assumed by subsequent purchasers of the Project or any portion thereof, and Master Developer shall be released from the obligations related to such portion as a result of the assignment and the assumption by subsequent purchasers. Subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Master Developer pursuant to this Agreement. However, in the event that subsequent purchasers of the Project do not expressly assume the obligations of this Agreement, they shall still be bound to the terms of, and obligations of this Agreement. To the extent that such assignments, transfers and conveyances are in anticipation or furtherance of future land use approvals and development of the Project or a particular portion therein, City further agrees that, consistent with the provisions of Section 10-9a-103(57)(c)(v) of the Utah Code Annotated, Master Developer may convey portions of the Project by metes and bounds prior to recordation of a plat of subdivision for such portion and City agrees to execute an acknowledgment on such deeds of conveyance (each a "**Transfer Deed**") for the purposes of acknowledging only City's consent to

the conveyance by metes and bounds of the real property that is the subject of the applicable Transfer Deed. Master Developer expressly acknowledges that City's execution of a Transfer Deed shall not in any way be deemed a waiver of the requirement that the property transferred pursuant to such Transfer Deed shall be subject to the approval process set forth in this Agreement, including the requirement regarding recordation of a final plat and approved site plan.

For each Transfer the Master Developer makes regarding a Transferred Portion of the Project, the Master Developer shall use the form Transfer Deed attached hereto as "**Exhibit I.**" This form Transfer Deed includes an acknowledgment by the Transferee that the Transferee is bound by the terms of the Master Development Agreement.

**7.2 Recordation.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of Master Developer, according to the City's regular procedures. Each commitment and restriction on development set forth herein shall be a burden on the real property constituting the Project, shall be appurtenant to and for the benefit of City and shall run with the land.

## ARTICLE VIII GENERAL MATTERS

**8.1 Amendments.** Any alteration or change to this Agreement shall be made in a writing executed by Master Developer and City, after approval by City's appropriate executive or legislative bodies. Successors-in-title to a portion of the Project may enter into an amendment, amendments, or agreement affecting only such portion of the Project owned by such owner without obtaining the written signature of the other property owners within the Project so long as such amendment is consistent with Section 1.6 above.

**8.2 Exclusion from Moratoria.** The Project shall be excluded from any moratorium adopted pursuant to Utah Code Ann. §10-9a-504 unless such a moratorium is found on the record by the City Council to be necessary to avoid jeopardizing a compelling, countervailing public interest.

**8.3 Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto and shall be interpreted in accordance with Utah law. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word. To the extent a general provision of Applicable Law conflicts with a specific provision of this Agreement or interpretation necessary to give effect to the Plan, the Agreement or specific provision of the Plan shall control.

**8.4 Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.

**8.5 Applicable Law.** The rules, regulations, official policies, standards and specifications applicable to the development of the Project (the “**Applicable Law**”), including the applicable City ordinances, resolutions, state law, and federal law, shall be those in effect as of January 25, 2017. Furthermore, the setback, height, landscaping, signage and other similar entitlements provided for in the Plan shall be considered design standards and part of the Applicable Law. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other City ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with City a completed application for building permit. To the extent that this Agreement and the Plan are silent as to any matter pertinent to the development of the Project, the Parties rights and obligations shall be controlled by the Applicable Law. To the extent that a provision of this Agreement or the Plan conflicts with a City ordinance, regulation, resolution, policy, design criteria or condition imposed in connection with approval of the Plan, the provisions of this Agreement and/or the Plan shall apply.

**8.6 Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.

**8.7 Non-Liability of City Officials.** No officer, representative, agent or employee of a Party hereto shall be personally liable to any other Party hereto or any successor in interest or assignee of such Party in the event of any default or breach by the defaulting Party, or for any amount which may become due the non-defaulting Party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

**8.8 No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

**8.9 Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this paragraph must have notified the other Party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

**8.10 Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

City: West Jordan City  
8000 South Redwood Road  
West Jordan, Utah 84088  
Attention: City Clerk

Attorney: West Jordan City  
Office of the City Attorney  
8000 South Redwood Road  
West Jordan, Utah 84088  
Attention: Rob Wall, Esq.

Master Developer: CW LAND CO., LLC  
1222 West Legacy Crossing Blvd. #6  
Centerville, UT 84014  
Attn: Colin Wright

Attorney: Snell and Wilmer L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, UT 84101  
Attn: Wade R. Budge

Such addresses may be changed by notice to the other Party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

**8.11 Entire Agreement.** This Agreement, together with the Exhibits attached hereto, the Development Plan, documents referenced herein and all regulatory approvals given by City for the Project, contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the Parties that this Agreement and any additional agreements between Master Developer and City, as contemplated and referred to elsewhere in this Agreement, are intended to and shall govern the development of the Project.

**8.12 Effective Date.** This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date.

**8.13 Termination.** This Agreement shall terminate upon the first of the following to occur: (i) mutual written agreement of the Parties, (ii) buildout, (iii) failure to apply for a subdivision plat or site plan approval within one year after the Effective Date, or (iv) twenty-five (25) years after the Effective Date, whichever occurs first.

**8.14 Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

**8.15 Obligations and Rights of Mortgage Lenders.** The holder of any mortgage, deed of trust, or other security arrangement with respect to any portion of the Project shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to any portion of the Project in which it holds an interest. Any such holder who comes into possession of any portion of the Project, pursuant to a foreclosure of a

mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take such portion of the Project, subject to any pro rata claims for payments or charges against such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project, or portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, as would be the case in any assignment, and thus shall be subject to all of the terms and conditions of this Agreement, to include the obligations related to the completion of amenities and improvements.

**8.16 Agreement Runs with the Land.** This Agreement shall be recorded against the Project as described in the **Exhibit A**. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Project.

**8.17 Effect of Agreement; Release of Claims.** Nothing in this Agreement shall be construed to relieve Master Developer of any obligations imposed on Master Developer by federal or state laws, city and county ordinances, regulations, or standards. It is the intent of the Parties that this Agreement serve as a complete release and waiver by Master Developer of any and all claims Master Developer has or may claim to have with respect to City's application of the City Code to the development or the imposition of any requirement expressly set forth in this Agreement or the Development Documents. Moreover, Master Developer hereby releases and waives any and all claims Master Developer may have against City with respect to any land use application submittals, acceptances, approvals, denials or processing with respect to the Project occurring prior to the Effective Date.

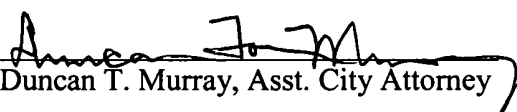
IN WITNESS WHEREOF, the Parties have executed this Development Agreement on the Effective Date.

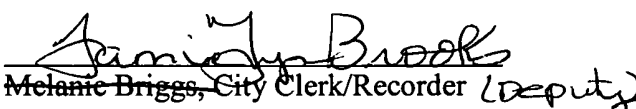
**WEST JORDAN CITY**, a municipality and political subdivision of the State of Utah:

By:   
Jim Riding, Mayor

Approved as to Legal Form:

ATTEST:

  
Duncan T. Murray, Asst. City Attorney

  
Melanie Briggs, City Clerk/Recorder (deputy)

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On this 8<sup>th</sup> day of November, 2018, before the undersigned notary public in and for the said state, personally appeared Jim Riding, known or identified to me to be the Mayor of West Jordan City, and Jamie Bak the City Recorder of West Jordan City, and the persons who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Melanie S Briggs  
Notary Public for Utah  
Residing at: Salt Lake County  
My Commission Expires: Sept 5, 2021

**MASTER DEVELOPER:**  
**CW LAND CO., LLC,**  
a Utah limited liability company:

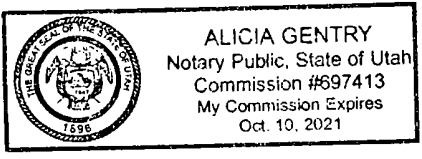
By: \_\_\_\_\_  
Its: Colin H. Wright

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 : ss.  
County of Davis )

On this 30 day of October, 2018, before the undersigned notary public in and for the said state, personally appeared Colin H Wright, known or identified to me to be the Manager of CW LAND CO., LLC, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Alicia Gentry  
Notary Public for Utah  
Residing at: Layton, UT  
My Commission Expires: Oct 10 2021



## EXHIBIT A

### PROPERTY LEGAL DESCRIPTION

#### NORTH PARCEL

A portion of the NW1/4 & the SW1/4, and the SE1/4 of Section 26, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan, Utah, more particularly described as follows:

Beginning at a point on the easterly line of that Real Property described in Deed Book 9969 Page 174 of the Official Records of Salt Lake County located N89°41'31"E along the Section line 36.03 feet from the Northwest Corner of Section 26, T2S, R2W, S.L.B.&M. (Basis of Bearing: N89°58'36"E along the section line from the Southwest Corner to the South 1/4 Corner of said Section 26); thence N89°41'31"E along the Section line 1,678.28 feet to the westerly line of that Real Property conveyed to West Jordan city as described in Deed Book 9577 page 3458 of the Official Records of Salt Lake County; thence S0°35'36"E along said deed 933.40 feet; thence N89°41'31"E 933.40 feet along said deed and also that Real Property described in Deed Book 1782 Page 264 of the Official Records to the west line of the NE1/4 of said Section, said point also being on the west line of that Real Property described in Deed Book 9828 Page 7629 of the Official Records; thence S0°35'36"E along the 1/4 Section line 1,316.47 feet along said deed and also that Real Property described in Deed Book 10085 page 8518 of the Official Records; thence S64°48'28"W 448.09 feet; thence S51°08'54"E 3.87 feet; thence S46°14'13"E 80.15 feet; thence S13°56'38"E 210.23 feet; thence S24°13'43"E 433.85 feet; thence S38°01'41"E 236.42 feet; thence S66°04'20"W 974.98 feet; thence S59°02'10"W 34.09 feet to the easterly line of that Real Property described in Deed Book 9969 Page 174 of the Official Records; thence along said deed the following 13 (thirteen) courses and distances: N32°46'47"W 1,812.02 feet; thence N30°26'24"W 206.28 feet; thence N49°05'36"E 37.47 feet; thence N40°54'24"W 149.31 feet; thence N23°38'36"W 378.38 feet; thence N19°32'35"W 357.21 feet; thence N03°54'49"E 133.37 feet; thence N70°27'25"E 126.81 feet; thence N08°24'01"E 127.59 feet; thence N31°04'25"W 179.83 feet; thence N85°48'05"W 145.75 feet; thence S75°58'16"W 48.42 feet; thence N14°59'13"W 731.40 feet to the point of beginning.

Contains: 132.21 ± acres

#### SOUTH PARCEL

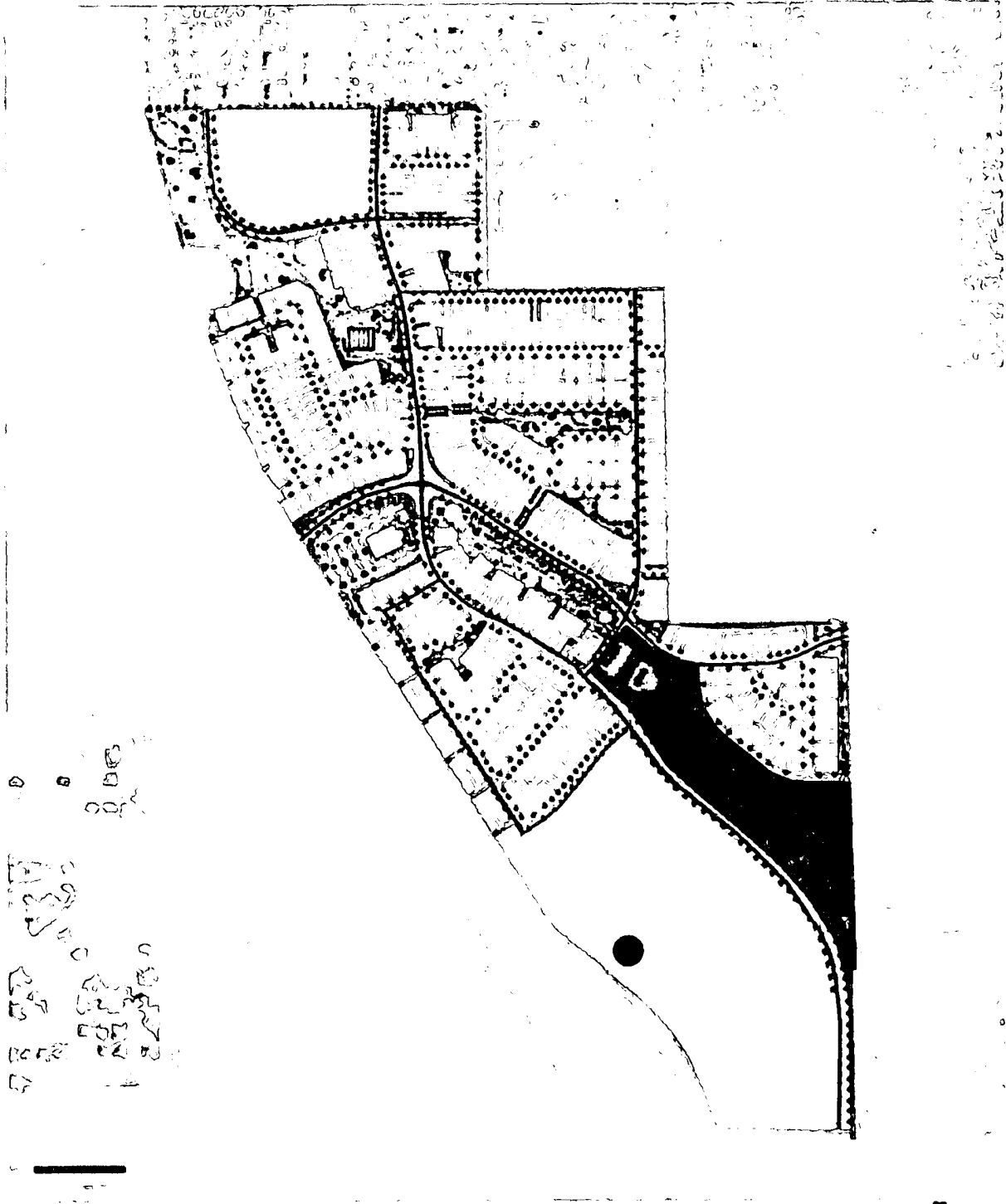
A portion of the NW1/4 & the SW1/4, and the SE1/4 of Section 26, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan, Utah, more particularly described as follows:

Beginning at the southeast corner of that Real Property described in Deed Book 9969 Page 174 of the Official Records of Salt Lake County located N89°58'45"E along the Section line 889.59 feet from the South 1/4 Corner of Section 26, T2S, R2W, S.L.B.&M. (Basis of Bearing: S89°58'36"W along the Section line from the South 1/4 Corner to the Southwest Corner of said Section 26); thence along said deed the following 9 (nine) courses and distances: N0°38'32"W 78.35 feet; thence S89°59'21"W 285.60 feet; thence N88°20'54"W 231.29 feet; thence S89°44'12"W 154.95 feet; thence N20°15'48"W 224.19 feet; thence along the arc of a 1,108.00 foot radius curve to the left 561.17 feet through a central angle of 29°01'07" (chord: N34°46'21"W 555.19 feet); thence N49°17'50"W 102.69 feet; thence N50°42'49"W 469.01 feet; thence N32°46'47"W 561.33 feet; thence N59°02'10"E 34.09 feet; thence N66°04'20"E 974.98 feet; thence N38°01'41"W 236.42 feet; thence N24°13'43"W 433.85 feet; thence N13°56'38"W 210.23 feet; thence N46°14'13"W 80.15 feet; thence N51°08'54"W 3.87 feet; thence N64°48'28"E 448.09 feet to the west line of the NE1/4 of said Section, said point also being on the west line of that Real Property described in Deed Book 10085 Page 8515 of the Official Records; thence S0°35'36"E along the 1/4 Section line 387.72 feet along said deed and also that Real Property described in Deed Book 9642 Page 3205 of the Official Records to the southwest corner of the NE1/4 of said Section, and the southwest corner of said deed; thence N89°43'41"E along the 1/4 Section line and along said deed 902.45 feet to the westerly line of that Real Property described in Deed Book 10087 Page 5696 of the Official Records; thence S0°43'42"E 2,650.77 feet parallel with, and 1,760 feet westerly of the east line of said Section 26, and also along the west line of that Real Property described in Deed Book 9765 Page 5202 of the Official Records, to the south line of said Section; thence S89°58'45"W along the Section line 19.13 feet to the point of beginning.

Contains: 73.09 ± acres

**EXHIBIT B**

**COMMON AREA DEPICTION**



**EXHIBIT C**  
**PRELIMINARY DEVELOPMENT PLAN ("PLAN")**

**EXHIBIT D**  
**FORM OF ASSURANCE AGREEMENT**

**PUBLIC IMPROVEMENT GUARANTEE  
(CASH FORM)**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the parties described below for the purpose of guaranteeing the completion of improvements hereinafter described.

**PARTIES**

"APPLICANT": \_\_\_\_\_

a(n) \_\_\_\_\_ (corporation, partnership, individual),

address: \_\_\_\_\_

telephone: ( \_\_\_\_\_ ) \_\_\_\_\_, facsimile: ( \_\_\_\_\_ ) \_\_\_\_\_;

"CITY": City of West Jordan, a municipal corporation of the State of Utah, Attn: Engineering Division, 8000 South Redwood Road, West Jordan, Utah 84088. Telephone (801)569-5070, facsimile: (801)569-5099.

**EXHIBITS AND ADDENDA**

The following exhibits are attached hereto: Exhibit A - Estimated Cost of Public Improvements.

The following addenda are attached hereto, as applicable: Addendum 1 - Landscaping Improvements; Addendum 2 - Non-public Improvements

**RECITALS**

WHEREAS, APPLICANT desires the following permits and approvals (check and complete):

\_\_\_ Record subdivision

\_\_\_ Site plan

\_\_\_ Building permit

\_\_\_ OTHER (explain): \_\_\_\_\_

from CITY for \_\_\_\_\_  
(description or name of project)

located at \_\_\_\_\_; and  
(street address of project)

WHEREAS, the terms of the issuance of said permits and approvals require APPLICANT to complete the following public improvements, (hereinafter "the Public Improvements"):

< Those specified in the final plat, site plan, and approved construction drawings for \_\_\_\_\_ on file with the City Engineer, incorporated  
(description or name of project)  
herein by this reference;

-and-

< Those set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, CITY will not grant said permits and approvals until adequate provision has been made to guarantee completion of the Public Improvements, which shall be installed under the direction and supervision of and in accordance with the ordinances, standards and specifications of CITY; and

WHEREAS, APPLICANT is further required to warrant the Public Improvements from any defects for twelve (12) months after completion; and

WHEREAS, the Public Improvements, plus the cost of a one-inch (1-inch) asphalt concrete overlay on all public streets, are estimated to cost \$ \_\_\_\_\_, as set forth in Exhibit "A"; and

WHEREAS, in lieu of final completion of the Public Improvements, APPLICANT is required to file a guarantee to secure the construction of the Public Improvements, which guarantee must be in a form acceptable to CITY and in an amount equal to 100% of the estimated cost of the Public Improvements, plus the cost of a one-inch (1-inch) asphalt concrete overlay on all public streets.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the parties agree as follows:

#### TERMS AND CONDITIONS

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated into this Agreement and are made a part hereof. Exhibits and addenda attached hereto are hereby incorporated into this Agreement by reference.

2. **ADDITIONAL DEFINITIONS.**

2.1. "APPLICANT" and "CITY," as used in this Agreement, shall also refer to all heirs, executors, administrators, successors, and assigns of APPLICANT and CITY, respectively.

2.2. "Incidental Costs," as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's liens, and any other cost and interest thereon incurred by CITY, occasioned by APPLICANT'S failure to perform any and all obligations under this Agreement.

2.3. "Failure to Perform" or "Fall to Perform," as used in this Agreement, shall mean the non-performance in a timely manner by a party to this Agreement of any obligation, in whole or in part, required of such party by the terms of this Agreement or required by City of West Jordan ordinance or other applicable law. The occurrence of such shall give the other party the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement.

3. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Public Improvements, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.

4. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection provided by this Agreement shall inure solely to CITY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. CITY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. CITY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

June 2009

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5. **AGREEMENT DOCUMENTS.** All data which is used by CITY to compute the cost of or otherwise govern the design and installation of the Public Improvements is hereby made a part of this Agreement and is incorporated herein by this reference, including but not limited to, applicable provisions of the West Jordan City Code and the plat, if this Agreement covers improvements required in a subdivision.

6. **COMPLETION DATE.** APPLICANT shall complete the Public Improvements within a period of two (2) years from the date this Agreement was entered into or, if this agreement covers improvements required in a subdivision, two years from the date of recording the final plat.

7. **SPECIFIC ENFORCEMENT.** APPLICANT has entered into this Agreement with CITY for the purpose of guaranteeing construction of the Public Improvements. CITY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Public Improvements in a manner satisfactory to CITY.

8. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT expressly acknowledges, understands, and agrees that its obligation to complete and warrant the Public Improvements and fulfill any other obligation under this Agreement, City of West Jordan ordinances, or other applicable law, is independent of any obligation or responsibility of CITY, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Public Improvements is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. APPLICANT further acknowledges:

(a) that its contractual obligation to complete and warrant the Public Improvements pursuant to this Agreement is independent of any other remedy available to CITY to secure proper completion of the Public Improvements; and

(b) that APPLICANT may not assert as a defense that CITY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude CITY from requiring APPLICANT'S performance under this Agreement; and

(c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Public Improvements in full.

9. **APPLICANT'S OBLIGATION FOR COSTS.** Should APPLICANT Fail to Perform its responsibilities under this Agreement in any degree, APPLICANT agrees to compensate CITY for all costs, including but not limited to, cost of construction and Incidental Costs, related to APPLICANT'S Failure to Perform its obligation to complete and warrant the Public Improvements, except to the extent that the CITY has received compensation from the Proceeds.

10. **CASH BOND.** As an independent guarantee to CITY, for the purpose of insuring and warranting construction and installation of the Public Improvements, APPLICANT hereby deposits with CITY a cash guarantee in the amount of 100% of the estimated cost of the Public Improvements, plus the cost of a one-inch (1-inch) asphalt concrete overlay on all public streets \$ \_\_\_\_\_ (herein the "Proceeds").

The CITY shall not be required to pay any interest to Developer on any sums deposited pursuant to this agreement. The Developer acknowledges that any interest earned by the CITY on the deposited sums shall be retained by the CITY as reimbursement and an offset for the cost of administering this Agreement.

11. **REDUCTION OF PROCEEDS.**

11.1 **Interim Reductions.** As the Public Improvements for a specified system category, as set forth in Exhibit "A", are completed and inspected by CITY, a portion of the Proceeds may be released upon APPLICANT'S written request. Such requests may be made only once every 30 calendar days. The amount of reduction shall be determined by the City Engineer and shall not exceed 75% of the amount set forth in Exhibit "A" for the system category in which reduction is sought. The cumulative total of all interim reductions shall not exceed 75% of the

Proceeds, plus the cost of a one-inch (1-inch) thick asphalt concrete overlay for public streets. Interim reductions shall be evidenced by the written authorization of the West Jordan City Engineer.

11.2 **Warranty and Maintenance Period Reduction.** After all Public Improvements have been completed and inspected, and the guarantee amount for each and every system has been reduced as set forth in this Section 11, APPLICANT shall request a warranty inspection and ninety percent (90%) guarantee reduction. The amount of reduction shall be determined by the City Manager, after recommendation of the City Engineer, and shall not exceed ninety percent (90%) of the Proceeds, plus the cost of a one-inch (1-inch) thick asphalt concrete overlay for public streets. The warranty and maintenance period reduction shall be evidenced by the written authorization of the West Jordan City Manager.

11.3 The amount of reductions shall be determined in the sole discretion of CITY and as otherwise provided by City ordinance. No reduction shall be authorized until such time as CITY has inspected the Public Improvements and found them to be in compliance with CITY standards. Completion of Public Improvements, even if verified by CITY, shall not entitle APPLICANT to an automatic release of any part of the Proceeds.

12. **FINAL ACCEPTANCE.** Notwithstanding the fact that certain of the Proceeds may be released upon partial completion of the Public Improvements, neither shall any partial release nor shall any full release of the Proceeds constitute final acceptance of the Public Improvements by CITY. Final acceptance of the Public Improvements shall be by written acknowledgment signed by the West Jordan City Manager, pursuant to the West Jordan City Code.

13. **RETAINAGE.** APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds requested by APPLICANT or granted by CITY, an amount equal to ten percent (10%) of the estimated cost of the Public Improvements plus the estimated cost of a one-inch (1-inch) thick asphalt concrete overlay for all public roadways (herein the "Retainage"), shall not be released for twelve (12) months following reduction of Proceeds to the Retainage level as evidenced by written authorization of the West Jordan City Manager. The Retainage shall be held to insure that the Public Improvements do not have any defects and that the Public Improvements continue to meet CITY standards throughout the warranty and maintenance period discussed below. Notwithstanding said Retainage, APPLICANT shall be responsible for any substandard, defective, or damaged Public Improvements.

14. **WARRANTY OF PUBLIC IMPROVEMENTS.** APPLICANT hereby warrants that the Public Improvements shall remain free from defects in materials, workmanship or design as determined by CITY, such that the Public Improvements continue to meet CITY standards for twelve (12) months following reduction of Proceeds to the Retainage level.

15. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless CITY, its officers, employees, agents and volunteers from and against any and all liability which may arise as a result of the installation of the Public Improvements prior to CITY'S final acceptance of the Public Improvements as set forth in the West Jordan City Code, and from and against any and all liability which may arise as a result of any Public Improvements which are found to be defective during the twelve (12) month warranty period covered by this Agreement. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. With respect to APPLICANT'S agreement to defend CITY, as set forth above, CITY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of CITY.

16. **FINAL RELEASE OF PROCEEDS.** Upon verification by the City Engineer and the City Manager that the Public Improvements have been installed and repaired to the satisfaction of CITY pursuant to this Agreement, City of West Jordan ordinances and standards, and approved engineering drawings, CITY agrees to execute a written release of the remaining Proceeds in accordance with the West Jordan City Code. The release of Proceeds shall be evidenced by the written authorization of the West Jordan City Manager.

17. **USE OF PROCEEDS.** In the event the Public Improvements are not installed to the satisfaction of CITY, pursuant to this Agreement and City of West Jordan ordinances and standards, or APPLICANT fails to perform any obligation under this Agreement or City of West Jordan ordinances, CITY may use and expend all the Proceeds, or



such lesser amount as may be necessary to complete the Public Improvements as required herein. The cost of completion of the Public Improvements shall include reimbursement to CITY for all costs, including, but not limited to, construction costs and any Incidental Costs incurred by CITY in completing the Public Improvements.

18. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Public Improvements according to CITY standards, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency independent of the Guarantee. Additionally, no further permits or business licenses shall be issued, and CITY may immediately pursue any and all remedies for failure to comply, including suspension or revocation of any existing permits or business licenses, as permitted by the West Jordan City Code, state and federal law.

19. **ACCESS TO PROPERTY.** Should CITY elect to use the Proceeds to complete the Public Improvements, APPLICANT herein expressly grants to CITY, and any contractor or other agent hired by CITY, the right of access to the project property in order to complete all of the Public Improvements.

20. **SUBSTANDARD IMPROVEMENTS.** Should any Public Improvements prove to be substandard or defective within the twelve (12) month warranty period discussed above, CITY shall notify APPLICANT in writing of such substandard or defective Public Improvements. APPLICANT shall then have thirty (30) calendar days to complete and repair the Public Improvements. Should APPLICANT fail to complete and repair the Public Improvements within the required time, CITY may use and expend the Proceeds to complete and repair the Public Improvements.

21. **INSURANCE.** Should CITY elect to install, complete, or remedy any defect in or damage to the Public Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by CITY to complete or remedy the Public Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by CITY. APPLICANT shall indemnify, defend, and hold harmless CITY, its officers, employees, and agents for any liability which exceeds the insurance policy limit. CITY, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by CITY, and any existing permit, approval, or business license may be suspended until said premium is initially paid and a bond is in place to cover subsequent payments. APPLICANT further expressly agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees for or from any damage or loss suffered or any judgment resulting from the work of any contractor or agent hired by CITY to install, complete, or remedy any defect in or damage to the Public Improvements.

22. **NOTICE.** Notice to APPLICANT or CITY shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

23. **FAILURE TO PERFORM.** In addition to those events previously or subsequently described herein, the following shall be considered Failure to Perform on the part of APPLICANT, the occurrence of which shall entitle CITY to invoke any and all remedies outlined in this Agreement or any and all remedies it may have in equity or at law: APPLICANT'S abandonment of the project as determined by CITY; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; the commencement of a foreclosure proceeding against the project property; the project property being conveyed in lieu of foreclosure.

24. **WAIVER.** The failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a Failure to Perform thereof shall not constitute a waiver of any such Failure to Perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring Failure to Perform.

25. **ATTORNEYS FEES.** In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such

attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorneys fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

26. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall Fail to Perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity, at law, and pursuant to the terms of this Agreement.

27. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by City of West Jordan ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of CITY, shall also apply to the subdivision or development which is the subject of this Agreement.

28. **INDUCEMENT; INTEGRATION; MODIFICATION; CAPTIONS; SEVERABILITY.**

28.1. The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

28.2. 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.

28.3. Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by a written instrument executed by the respective parties.

28.4. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or described the scope, content, or intent of any part or parts of this Agreement.

28.5. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

"APPLICANT"

"CITY"

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
West Jordan City Attorney

ACKNOWLEDGMENT ON FOLLOWING PAGES

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**APPLICANT ACKNOWLEDGMENT**

(Complete only if APPLICANT is an Individual.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_,  
the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

(Complete only if APPLICANT is a Corporation.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_,  
who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of  
Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

(Complete only if APPLICANT is a Partnership.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_,  
who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_  
a partnership, and that the foregoing instrument was duly  
authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said  
partnership.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

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**EXHIBIT A  
ESTIMATED COST OF PUBLIC IMPROVEMENTS**

[Insert city engineer's estimate for cost of public improvements here.]

**ADDENDUM 1 -- LANDSCAPING IMPROVEMENTS  
(CASH FORM)**

1. **INCORPORATION.** This Addendum 1 is hereby incorporated into the Public Improvement Guarantee Agreement, to which it is attached, for the purpose of addressing the guarantee for landscaping improvements required, by the terms of the issuance of permits and approvals, to be completed by APPLICANT (the "Landscaping Improvements"). Terms defined in the Public Improvement Guarantee, shall have the same meaning as set forth therein, except the following: (a) the term "Public Improvement(s)" shall also include Landscaping Improvements as that term appears in the following sections: 3, 5, 6, 7, 8, 9, 12, 18, 19, and 21; and (b) if otherwise defined herein, the definition found in this Addendum 1 shall control.

2. **EFFECT OF ADDENDUM.** The following enumerated sections of the Public Improvement Guarantee shall apply only to Public Improvements and not Landscaping Improvements: 10, 11, 13, 14, 15, 16, 17, and 20. The remainder of the Public Improvement Guarantee shall apply to Public and Landscaping Improvements.

**ADDITIONAL TERMS AND CONDITIONS  
FOR LANDSCAPING IMPROVEMENTS**

3. **LANDSCAPING REQUIREMENTS.** APPLICANT shall install Landscaping Improvements pursuant to the approved final plat, site plan and construction drawings. APPLICANT shall warrant the Landscaping Improvements as set forth herein.

4. **CASH BOND.** As an independent guarantee with City for the purpose of insuring APPLICANT's completion and warranty of the Landscaping Improvements, APPLICANT hereby deposits with CITY a cashier's check or cash, in the amount of \$\_\_\_\_\_ (the "Landscaping Guarantee"), which is 100% of the estimated cost of the Landscaping Improvements as set forth in "Exhibit A to Addendum 1," attached hereto and incorporated herein by reference. The Landscaping Guarantee shall be in addition to, the Public Improvement Guarantee, and shall apply only to Landscaping Improvements.

The City shall not be required to pay any interest to APPLICANT on any sums deposited pursuant to this Agreement. The APPLICANT acknowledges that any interest earned by the City on the deposited sums shall be retained by the City as reimbursement and an offset for the cost of administering this Agreement.

5. **INITIAL INSPECTION.** After APPLICANT has completed the Landscaping Improvements, APPLICANT shall request an inspection. The City will not approve the Landscaping Improvements unless installation complies with supplier and manufacturer recommendations, City ordinances, standards, and approved plans. After the City has inspected and approved landscaping, the Landscaping Guarantee may be reduced to an amount equal to ten percent (10%) of the original amount (the "Retainage"), and a twenty-four (24) month warranty period ("Warranty Period") shall commence. The guarantee reduction to ten percent (10%) and commencement of the Warranty Period shall be approved in writing by the City Manager.

6. **WARRANTY PERIOD.** APPLICANT hereby warrants that the Landscaping Improvements shall remain free from defects in materials, workmanship or design as determined by CITY, such that the Landscaping Improvements continue to meet CITY standards for twenty-four (24) months following inspection and approval by the City and commencement of the Warranty Period. APPLICANT expressly agrees that the Retainage shall not be released for twenty-four (24) months following commencement of the Warranty Period. Notwithstanding the Retainage, APPLICANT shall be responsible for any substandard, defective, or damaged Landscaping Improvements.

7. **SECOND INSPECTION.** The Developer shall replant, reseed and stabilize, as necessary, during the Warranty Period. At the end of the Warranty Period, the City shall inspect the Landscaping Improvements. If the City determines that the landscaping area has eroded, or plant material has died or has not shown growth, the APPLICANT shall replant, reseed and stabilize all substandard landscaping areas.

8. **FINAL RELEASE.** If the City determines that the plant material is established and growth has continued, the Retainage may be released to APPLICANT. Final release shall be approved in writing by the City Manager. If

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PLEASE INITIAL \_\_\_\_\_

the City does not approve the Landscaping Improvements at the end of the Warranty Period, Developer shall replant, reseed and stabilize all substandard landscaping areas. If any areas need to be replanted, reseeded or stabilized the City may retain a portion of the Landscaping Guarantee to insure such work is done or may make written demand for remittance of the proceeds of the Landscaping Guarantee to the City.

9. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless CITY, its officers, employees, agents and volunteers from and against any and all liability which may arise as a result of the installation of the Landscaping Improvements prior to completion of the Warranty Period, and from and against any and all liability which may arise as a result of any Landscaping Improvements which are found to be defective during the twenty-four (24) month warranty period covered by this Agreement. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. With respect to APPLICANT'S agreement to defend CITY, as set forth above, CITY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of CITY.

10. **DEMAND FOR THE USE OF PROCEEDS.** Should any Landscaping Improvements prove to be incomplete, substandard or defective within the twenty-four (24) month warranty period, CITY shall notify APPLICANT in writing of such substandard or defective Landscaping Improvements. APPLICANT shall then have thirty (30) calendar days to complete and repair the Landscaping Improvements. Should APPLICANT fail to complete and repair the Landscaping Improvements within the required time, CITY may demand the Proceeds of the Landscaping Guarantee. CITY may use and expend all the Proceeds or such lesser amount as may be necessary to complete the Landscaping Improvements. The cost of completion of the Landscaping Improvements shall include reimbursement to CITY for all costs, including, but not limited to, construction costs and any Incidental Costs incurred by CITY in completing the Landscaping Improvements or collecting the Proceeds.

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**ADDENDUM 2 - NONPUBLIC IMPROVEMENTS  
(CASH FORM)**

1. **INCORPORATION.** This Addendum 2 is hereby incorporated into the Public Improvement Guarantee Agreement, to which it is attached, for the purpose of addressing the guarantee for nonpublic improvements required, by the terms of the issuance of permits and approvals, to be completed by APPLICANT (the "Nonpublic Improvements"). Terms defined in the Public Improvement Guarantee, shall have the same meaning as set forth therein, except the following: (a) the term "Public Improvement(s)" shall also include nonpublic improvements as that term appears in the following sections: 3, 5, 6, 7, 8, 9, 12, 18, 19, and 21; and (b) if otherwise defined herein, the definition found in this Addendum 2 shall control.

2. **EFFECT OF ADDENDUM.** The following enumerated sections of the Public Improvement Guarantee shall apply only to Public Improvements and not Nonpublic Improvements: 10, 11, 13, 14, 15, 16, 17, and 20. The remainder of the Public Improvement Guarantee shall apply to Public and Nonpublic Improvements.

**ADDITIONAL TERMS AND CONDITIONS FOR NONPUBLIC IMPROVEMENTS**

3. **NONPUBLIC REQUIREMENTS.** APPLICANT shall install Nonpublic Improvements pursuant to the approved final plat, site plan and construction drawings.

4. **CASH BOND.** As an independent guarantee to CITY, for the purpose of insuring APPLICANT's completion of the Nonpublic Improvements, APPLICANT hereby deposits with CITY a cash guarantee in the amount of \$ \_\_\_\_\_ (the "Nonpublic Improvement Guarantee"), which is 100% of the estimated cost of the Nonpublic Improvements as set forth in "Exhibit A to Addendum 2," attached hereto and incorporated herein by reference. The Nonpublic Improvement Guarantee shall be in addition to, the Public Improvement Guarantee, and shall apply only to Nonpublic Improvements.

The CITY shall not be required to pay any interest to APPLICANT on any sums deposited pursuant to this Agreement. The APPLICANT acknowledges that any interest earned by the CITY on the deposited sums shall be retained by the CITY as reimbursement and an offset for the cost of administering this Agreement.

5. **INSPECTION AND RELEASE.** After APPLICANT has completed the Nonpublic Improvements, and the CITY has inspected and approved the Nonpublic Improvements, the CITY may release the Nonpublic Improvement Guarantee. Such release shall be approved in writing by the City Manager. The City Manager shall not approve the release unless installation(s) comply with CITY ordinances, standards, and approved plans.

If the CITY does not approve the Nonpublic Improvements, APPLICANT shall complete and repair all substandard Nonpublic Improvements. If any areas need to be completed or repaired, the CITY may retain a portion of the Nonpublic Improvement Guarantee to insure such work is done or may expend the proceeds of the Nonpublic Improvement Guarantee for completion and repair.

6. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless CITY, its officers, employees, agents and volunteers from and against any and all liability which may arise as a result of the installation of the Nonpublic Improvements, and from and against any and all liability which may arise as a result of any Nonpublic Improvements which are found to be defective upon inspection. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. With respect to APPLICANT'S agreement to defend CITY, as set forth above, CITY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of CITY.

7. **DEMAND FOR THE USE OF PROCEEDS.** Should any Nonpublic Improvements prove to be incomplete, substandard or defective, CITY shall notify APPLICANT in writing. APPLICANT shall then have thirty (30) calendar days to complete and repair the Nonpublic Improvements. Should APPLICANT fail to complete and repair the Nonpublic Improvements within the required time, CITY may demand the Proceeds of the Nonpublic Improvement Guarantee. CITY may use and expend all the Proceeds or such lesser amount as may be necessary to complete the Nonpublic Improvements. The cost of completion of the Nonpublic Improvements shall include reimbursement to CITY for all costs, including, but not limited to, construction costs and any Incidental Costs incurred by CITY in completing the Nonpublic Improvements or collecting the Proceeds.

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**PUBLIC IMPROVEMENT GUARANTEE  
(IRREVOCABLE LETTER OF CREDIT FORM)**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the parties described below for the purpose of guaranteeing the completion of improvements hereinafter described.

**PARTIES**

"APPLICANT": \_\_\_\_\_

a(n) \_\_\_\_\_ (corporation, partnership, individual).

address: \_\_\_\_\_

telephone: ( \_\_\_\_\_ ) \_\_\_\_\_, facsimile: ( \_\_\_\_\_ ) \_\_\_\_\_;

"CITY": City of West Jordan, a municipal corporation of the State of Utah, Attn: Engineering Division, 8000 South Redwood Road, West Jordan, Utah 84088. Telephone (801)569-5070, facsimile: (801)569-5099.

**EXHIBITS AND ADDENDA**

The following exhibits are attached hereto: Exhibit A - Estimated Cost of Public Improvements;  
Exhibit B - Original Letter of Credit.

The following addenda are attached hereto, as applicable: Addendum 1 - Landscaping Improvements; Addendum 2 - Non-public Improvements.

**RECITALS**

WHEREAS, APPLICANT desires the following permits and approvals (check and complete):

- \_\_\_ Record subdivision
- \_\_\_ Site plan
- \_\_\_ Building permit
- \_\_\_ OTHER (explain): \_\_\_\_\_

from CITY for \_\_\_\_\_  
(description or name of project)

located at \_\_\_\_\_; and  
(street address of project)

WHEREAS, the terms of the issuance of said permits and approvals require APPLICANT to complete the following public improvements, (hereinafter "the Public Improvements"):

< Those specified in the final plat, site plan, and approved construction drawings for \_\_\_\_\_ on file with the City Engineer, incorporated  
(description or name of project)  
herein by this reference;

-and-

< Those set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

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WHEREAS, CITY will not grant said permits and approvals until adequate provision has been made to guarantee completion of the Public Improvements, which shall be installed under the direction and supervision of and in accordance with the ordinances, standards and specifications of CITY; and

WHEREAS, APPLICANT is further required to warrant the Public Improvements from any defects for twelve (12) months after completion; and

WHEREAS, the Public Improvements, plus the cost of a one-inch (1-inch) asphalt concrete overlay on all public streets, are estimated to cost \$ \_\_\_\_\_, as set forth in Exhibit "A"; and

WHEREAS, in lieu of final completion of the Public Improvements, APPLICANT is required to file a guarantee to secure the construction of the Public Improvements, which guarantee must be in a form acceptable to CITY and in an amount equal to 100% of the estimated cost of the Public Improvements, plus the cost of a one-inch (1-inch) asphalt concrete overlay on all public streets.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the parties agree as follows:

#### TERMS AND CONDITIONS

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated into this Agreement and are made a part hereof. Exhibits and addenda attached hereto are hereby incorporated into this Agreement by reference.
2. **ADDITIONAL DEFINITIONS.**
  - 2.1. "APPLICANT" and "CITY," as used in this Agreement, shall also refer to all heirs, executors, administrators, successors, and assigns of APPLICANT and CITY, respectively.
  - 2.2. "Incidental Costs," as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's liens, and any other cost and interest thereon incurred by CITY, occasioned by APPLICANT'S failure to perform any and all obligations under this Agreement.
  - 2.3. "Failure to Perform" or "Fail to Perform," as used in this Agreement, shall mean the non-performance in a timely manner by a party to this Agreement of any obligation, in whole or in part, required of such party by the terms of this Agreement or required by City of West Jordan ordinance or other applicable law. The occurrence of such shall give the other party the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement.
3. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Public Improvements, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.
4. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection provided by this Agreement shall inure solely to CITY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. CITY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. CITY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.
5. **AGREEMENT DOCUMENTS.** All data which is used by CITY to compute the cost of or otherwise govern the design and installation of the Public Improvements is hereby made a part of this Agreement, and is incorporated herein by this reference, including but not limited to, applicable provisions of the West Jordan City Code and the plat, if this Agreement covers improvements required in a subdivision.

6. **COMPLETION DATE.** APPLICANT shall complete the Public Improvements within a period of two (2) years from the date this Agreement was entered into or, if this agreement covers improvements required in a subdivision, two years from the date of recording the final plat.

7. **SPECIFIC ENFORCEMENT.** APPLICANT has entered into this Agreement with CITY for the purpose of guaranteeing construction of the Public Improvements. CITY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Public Improvements in a manner satisfactory to CITY.

8. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT expressly acknowledges, understands, and agrees that its obligation to complete and warrant the Public Improvements and fulfill any other obligation under this Agreement, City of West Jordan ordinances, or other applicable law, is independent of any obligation or responsibility of CITY, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Public Improvements is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. APPLICANT further acknowledges:

(a) that its contractual obligation to complete and warrant the Public Improvements pursuant to this Agreement is independent of any other remedy available to CITY to secure proper completion of the Public Improvements; and

(b) that APPLICANT may not assert as a defense that CITY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude CITY from requiring APPLICANT'S performance under this Agreement; and

(c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Public Improvements in full.

9. **APPLICANT'S OBLIGATION FOR COSTS.** Should APPLICANT Fail to Perform its responsibilities under this Agreement in any degree, APPLICANT agrees to compensate CITY for all costs, including but not limited to, cost of construction and Incidental Costs, related to APPLICANT'S Failure to Perform its obligation to complete and warrant the Public Improvements, except to the extent that the CITY has received compensation from the Proceeds.

10. **LETTER OF CREDIT.** APPLICANT hereby files, as an independent guarantee with CITY for the purpose of insuring and warranting construction and installation of the Public Improvements, an **IRREVOCABLE STANDBY LETTER OF CREDIT**, (herein the "Letter of Credit"), numbered \_\_\_\_\_

issued by \_\_\_\_\_, a(n) \_\_\_\_\_ Corporation (the "ISSUER"), located  
(Issuer) (State)

at \_\_\_\_\_;  
(Issuer Address) (Issuer Telephone) (Issuer Facsimile)

in the amount of 100% of the estimated cost of the Public Improvements, plus the cost of a one-inch (1-inch) asphalt concrete overlay on all public streets \$ \_\_\_\_\_, (herein the "Proceeds"). The Letter of Credit is  
(Letter of Credit Amount)

issued in favor of CITY to the account of \_\_\_\_\_, APPLICANT herein, and is made a part of this Agreement and attached hereto as Exhibit "B". The Letter of Credit shall be issued by a federally insured bank, savings and loan, or credit union, authorized to do business in Utah, and the Proceeds shall be available to the CITY by presenting a site draft at an office located within fifty (50) miles of CITY. The Letter of Credit shall contain the following provision:

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date unless at least sixty (60) days prior to such expiration date CITY is notified by registered letter, return receipt requested, or overnight courier service that ISSUER elects not to consider the Letter of Credit renewed for any such period.

**11. REDUCTION OF PROCEEDS.**

11.1 **Interim Reductions.** As the Public Improvements for a specified system category, which system categories are identified in Exhibit "A", are completed and inspected by CITY, a portion of the Proceeds may be released upon APPLICANT'S written request. Such requests may be made only once every 30 calendar days. The amount of reduction shall be determined by the City Engineer and shall not exceed 75% of the amount set forth in Exhibit "A" for the system category in which reduction is sought. The cumulative total of all interim reductions shall not exceed 75% of the Proceeds, plus the cost of a one-inch (1-inch) thick asphalt concrete overlay for public streets. Interim reductions shall be evidenced by the written authorization of the West Jordan City Engineer.

11.2 **Warranty and Maintenance Period Reduction.** After all Public Improvements have been completed and inspected, and the guarantee amount for each and every system has been reduced as set forth in this Section 11, APPLICANT shall request a warranty inspection and ninety percent (90%) guarantee reduction. The amount of reduction shall be determined by the City Manager, after recommendation of the City Engineer, and shall not exceed ninety percent (90%) of the Proceeds, plus the cost of a one-inch (1-inch) thick asphalt concrete overlay for public streets. The warranty and maintenance period reduction shall be evidenced by the written authorization of the West Jordan City Manager.

11.3 The amount of reductions shall be determined in the sole discretion of CITY and as otherwise provided by City ordinance. No reduction shall be authorized until such time as CITY has inspected the Public Improvements and found them to be in compliance with CITY standards. Completion of Public Improvements, even if verified by CITY, shall not entitle APPLICANT to an automatic release of any part of the Proceeds.

12. **FINAL ACCEPTANCE.** Notwithstanding the fact that certain of the Proceeds may be released upon partial completion of the Public Improvements, neither shall any partial release nor shall any full release of the Proceeds constitute final acceptance of the Public Improvements by CITY. Final acceptance of the Public Improvements shall be by written acknowledgment signed by the West Jordan City Manager, pursuant to the West Jordan City Code.

13. **RETAINAGE.** APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds requested by APPLICANT or granted by CITY, an amount equal to ten percent (10%) of the estimated cost of the Public Improvements plus the estimated cost of a one-inch (1-inch) thick asphalt concrete overlay for all public roadways (herein the "Retainage"), shall not be released for twelve (12) months following reduction of Proceeds to the Retainage level as evidenced by written authorization of the West Jordan City Manager. The Retainage shall be held to insure that the Public Improvements do not have any defects and that the Public Improvements continue to meet CITY standards throughout the warranty and maintenance period discussed below. Notwithstanding said Retainage, APPLICANT shall be responsible for any substandard, defective, or damaged Public Improvements.

14. **WARRANTY OF PUBLIC IMPROVEMENTS.** APPLICANT hereby warrants that the Public Improvements shall remain free from defects in materials, workmanship or design as determined by CITY, such that the Public Improvements continue to meet CITY standards for twelve (12) months following reduction of Proceeds to the Retainage level.

15. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless CITY, its officers, employees, agents and volunteers from and against any and all liability which may arise as a result of the installation of the Public Improvements prior to CITY'S final acceptance of the Public Improvements as set forth in the West Jordan City Code, and from and against any and all liability which may arise as a result of any Public Improvements which are found to be defective during the twelve (12) month warranty period covered by this Agreement. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. With respect to APPLICANT'S agreement to defend CITY, as set forth above, CITY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of CITY.

16. **FINAL RELEASE OF PROCEEDS.** Upon verification by the City Engineer and the City Manager that the Public Improvements have been installed and repaired to the satisfaction of CITY pursuant to this Agreement, City of West Jordan ordinances and standards, and approved engineering drawings, CITY agrees to execute a

written release of the remaining Proceeds in accordance with the West Jordan City Code. The release of Proceeds shall be evidenced by the written authorization of the West Jordan City Manager.

17. **DEMAND FOR AND USE OF PROCEEDS.** In the event the Public Improvements are not installed to the satisfaction of CITY, pursuant to this Agreement and City of West Jordan ordinances and standards, or APPLICANT fails to perform any obligation under this Agreement or City of West Jordan ordinances, CITY may demand the Proceeds of the Letter of Credit. CITY may use and expend all the Proceeds or such lesser amount as may be necessary to complete the Public Improvements. The cost of completion of the Public Improvements shall include reimbursement to CITY for all costs, including, but not limited to, construction costs and any incidental costs incurred by CITY in completing the Public Improvements or collecting the Proceeds.

18. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Public Improvements according to CITY standards, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency independent of the Letter of Credit. Additionally, no further permits or business licenses shall be issued, and CITY may immediately pursue any and all remedies for failure to comply, including suspension or revocation of any existing permits or business licenses, as permitted by the West Jordan City Code, state and federal law.

19. **ACCESS TO PROPERTY.** Should CITY elect to use the Proceeds to complete the Public Improvements, APPLICANT herein expressly grants to CITY, and any contractor or other agent hired by CITY, the right of access to the project property in order to complete all of the Public Improvements.

20. **SUBSTANDARD IMPROVEMENTS.** Should any Public Improvements prove to be substandard or defective within the twelve (12) month warranty period discussed above, CITY shall notify APPLICANT in writing of such substandard or defective Public Improvements. APPLICANT shall then have thirty (30) calendar days to complete and repair the Public Improvements. Should APPLICANT fail to complete and repair the Public Improvements within the required time, CITY may demand payment for such from APPLICANT and ISSUER.

21. **INSURANCE.** Should CITY elect to install, complete, or remedy any defect in or damage to the Public Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by CITY to complete or remedy the Public Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by CITY. APPLICANT shall indemnify, defend, and hold harmless CITY, its officers, employees, and agents for any liability which exceeds the insurance policy limit. CITY, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by CITY, and any existing permit, approval, or business license may be suspended until said premium is initially paid and a bond is in place to cover subsequent payments. APPLICANT further expressly agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees for or from any damage or loss suffered or any judgment resulting from the work of any contractor or agent hired by CITY to install, complete, or remedy any defect in or damage to the Public Improvements.

22. **NOTICE.** Notice to APPLICANT or CITY shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

23. **FAILURE TO PERFORM.** In addition to those events previously or subsequently described herein, the following shall be considered Failure to Perform on the part of APPLICANT, the occurrence of which shall entitle CITY to invoke any and all remedies outlined in this Agreement or any and all remedies it may have in equity or at law: APPLICANT'S abandonment of the project as determined by CITY; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; the commencement of a foreclosure proceeding against the project property; the project property being conveyed in lieu of foreclosure.

24. **WAIVER.** The failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a Failure to Perform thereof shall not constitute a waiver of any such Failure to Perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring Failure to Perform.

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25. **ATTORNEYS FEES.** In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorneys fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

26. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall Fail to Perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity, at law, and pursuant to the terms of this Agreement.

27. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by City of West Jordan ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of CITY, shall also apply to the subdivision or development which is the subject of this Agreement.

28. **INDUCEMENT; INTEGRATION; MODIFICATION; CAPTIONS; SEVERABILITY.**

28.1. The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

28.2. 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.

28.3. Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by a written instrument executed by the respective parties.

28.4. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

28.5. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

"APPLICANT"

"CITY"

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
West Jordan City Attorney

[ACKNOWLEDGMENT ON FOLLOWING PAGES]

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**APPLICANT NOTARY**

(Complete only if APPLICANT is an Individual.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_,  
the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

(Complete only if APPLICANT is a Corporation.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_,  
who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of  
Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

(Complete only if APPLICANT is a Partnership.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_,  
who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_  
a partnership, and that the foregoing instrument was duly  
authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said  
partnership.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

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(Complete only if APPLICANT is a Limited Liability Company.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

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NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_



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**EXHIBIT A  
ESTIMATED COST OF PUBLIC IMPROVEMENTS**

[Insert city engineer's estimate for cost of public improvements here.]

**EXHIBIT B  
LETTER OF CREDIT**

[Insert letter of credit executed by developer and issuer here.]

**ADDENDUM 1 - LANDSCAPING IMPROVEMENTS  
(LETTER OF CREDIT FORM)**

1. **INCORPORATION.** This Addendum 1 is hereby incorporated into the Public Improvement Guarantee Agreement, to which it is attached, for the purpose of addressing the guarantee for landscaping improvements required, by the terms of the issuance of permits and approvals, to be completed by APPLICANT (the "Landscaping Improvements"). Terms defined in the Public Improvement Guarantee, shall have the same meaning as set forth therein, except the following: (a) the term "Public Improvement(s)" shall also include Landscaping Improvements as that term appears in the following sections: 3, 5, 6, 7, 8, 9, 12, 18, 19, and 21; and (b) if otherwise defined herein, the definition found in this Addendum 1 shall control.

2. **EFFECT OF ADDENDUM.** The following enumerated sections of the Public Improvement Guarantee shall apply only to Public Improvements and not Landscaping Improvements: 10, 11, 13, 14, 15, 16, 17, and 20. The remainder of the Public Improvement Guarantee shall apply to Public and Landscaping Improvements.

**ADDITIONAL TERMS AND CONDITIONS  
FOR LANDSCAPING IMPROVEMENTS**

3. **LANDSCAPING REQUIREMENTS.** APPLICANT shall install Landscaping Improvements pursuant to the approved final plat, site plan and construction drawings. APPLICANT shall warrant the Landscaping Improvements as set forth herein.

4. **LETTER OF CREDIT.** As an independent guarantee with CITY for the purpose of insuring APPLICANT's completion and warranty of the Landscaping Improvements as set forth in "Exhibit A to Addendum 1," attached hereto and incorporated herein by reference, APPLICANT hereby files an **IRREVOCABLE LETTER OF CREDIT**, (herein the "Letter of Credit"), numbered \_\_\_\_\_

issued by \_\_\_\_\_, s(n) \_\_\_\_\_ Corporation, located  
(Issuer) (State)

at \_\_\_\_\_;  
(Issuer Address) (Issuer Telephone) (Issuer Facsimile)

in the amount of \$ \_\_\_\_\_ (the "Landscaping Guarantee").  
(Letter of Credit Amount)

The Letter of Credit shall be issued in favor of CITY to the account of APPLICANT, in an amount not less than 100% of the estimated cost of the Landscaping Improvements as set forth in "Exhibit A to Addendum 1," attached hereto and incorporated herein by reference. The Landscaping Guarantee shall be in addition to, the Public Improvement Guarantee, and shall apply only to Landscaping Improvements.

The Letter of Credit shall be issued by a federally insured bank, savings and loan, or credit union, authorized to do business in Utah, and the Proceeds shall be available to the CITY by presenting a site draft at an office located within fifty (50) miles of CITY. The Letter of Credit shall contain the following provision:

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date unless at least sixty (60) days prior to such expiration date CITY is notified by registered letter, return receipt requested, or overnight courier service that ISSUER elects not to consider the Letter of Credit renewed for any such period.

5. **INITIAL INSPECTION.** After APPLICANT has completed the Landscaping Improvements, APPLICANT shall request an inspection. The City will not approve the Landscaping Improvements unless installation complies with supplier and manufacturer recommendations, City ordinances, standards, and approved plans. After the City has inspected and approved landscaping, the Landscaping Guarantee may be reduced to an amount equal to ten percent (10%) of the original amount (the "Retainage"), and a twenty-four (24) month warranty

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period ("Warranty Period") shall commence. The guarantee reduction to ten percent (10%) and commencement of the Warranty Period shall be approved in writing by the City Manager.

6. **WARRANTY PERIOD.** APPLICANT hereby warrants that the Landscaping Improvements shall remain free from defects in materials, workmanship or design as determined by CITY, such that the Landscaping Improvements continue to meet CITY standards for twenty-four (24) months following inspection and approval by the City and commencement of the Warranty Period. APPLICANT expressly agrees that the Retainage shall not be released for twenty-four (24) months following commencement of the Warranty Period. Notwithstanding the Retainage, APPLICANT shall be responsible for any substandard, defective, or damaged Landscaping Improvements.

7. **SECOND INSPECTION.** The Developer shall replant, reseed and stabilize, as necessary, during the Warranty Period. At the end of the Warranty Period, the City shall inspect the Landscaping Improvements. If the City determines that the landscaping area has eroded, or plant material has died or has not shown growth, the APPLICANT shall replant, reseed and stabilize all substandard landscaping areas.

8. **FINAL RELEASE.** If the City determines that the plant material is established and growth has continued, the Retainage may be released to APPLICANT. Final release shall be approved in writing by the City Manager. If the City does not approve the Landscaping Improvements at the end of the Warranty Period, Developer shall replant, reseed and stabilize all substandard landscaping areas. If any areas need to be replanted, reseeded or stabilized the City may retain a portion of the Landscaping Guarantee to insure such work is done or may make written demand for remittance of the proceeds of the Landscaping Guarantee to the City.

9. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless CITY, its officers, employees, agents and volunteers from and against any and all liability which may arise as a result of the installation of the Landscaping Improvements prior to completion of the Warranty Period, and from and against any and all liability which may arise as a result of any Landscaping Improvements which are found to be defective during the twenty-four (24) month warranty period covered by this Agreement. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. With respect to APPLICANT'S agreement to defend CITY, as set forth above, CITY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of CITY.

10. **DEMAND FOR THE USE OF PROCEEDS.** Should any Landscaping Improvements prove to be incomplete, substandard or defective within the twenty-four (24) month warranty period, CITY shall notify APPLICANT in writing of such substandard or defective Landscaping Improvements. APPLICANT shall then have thirty (30) calendar days to complete and repair the Landscaping Improvements. Should APPLICANT fail to complete and repair the Landscaping Improvements within the required time, CITY may demand the Proceeds of the Landscaping Guarantee. CITY may use and expend all the Proceeds or such lesser amount as may be necessary to complete the Landscaping Improvements. The cost of completion of the Landscaping Improvements shall include reimbursement to CITY for all costs, including, but not limited to, construction costs and any Incidental Costs incurred by CITY in completing the Landscaping Improvements or collecting the Proceeds.

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**EXHIBIT A to Addendum 1  
ESTIMATED COST OF LANDSCAPING IMPROVEMENTS**

**ADDENDUM 2 - NONPUBLIC IMPROVEMENTS  
(LETTER OF CREDIT FORM)**

1. **INCORPORATION.** This Addendum 2 is hereby incorporated into the Public Improvement Guarantee Agreement, to which it is attached, for the purpose of addressing the guarantee for nonpublic improvements required, by the terms of the issuance of permits and approvals, to be completed by APPLICANT (the "Nonpublic Improvements"). Terms defined in the Public Improvement Guarantee, shall have the same meaning as set forth therein, except the following: (a) the term "Public Improvement(s)" shall also include nonpublic improvements as that term appears in the following sections: 3, 5, 6, 7, 8, 9, 12, 18, 19, and 21; and (b) if otherwise defined herein, the definition found in this Addendum 2 shall control.

2. **EFFECT OF ADDENDUM.** The following enumerated sections of the Public Improvement Guarantee shall apply only to Public Improvements and not Nonpublic Improvements: 10, 11, 13, 14, 15, 16, 17, and 20. The remainder of the Public Improvement Guarantee shall apply to Public and Nonpublic Improvements.

**ADDITIONAL TERMS AND CONDITIONS  
FOR NONPUBLIC IMPROVEMENTS**

3. **NONPUBLIC REQUIREMENTS.** APPLICANT shall install Nonpublic Improvements pursuant to the approved final plat, site plan and construction drawings.

4. **LETTER OF CREDIT.** As an independent guarantee with CITY for the purpose of insuring APPLICANT's completion and warranty of the Nonpublic Improvements as set forth in "Exhibit A to Addendum 2," attached hereto and incorporated herein by reference, APPLICANT hereby files an **IRREVOCABLE LETTER OF CREDIT**, (herein the "Letter of Credit"), numbered \_\_\_\_\_

issued by \_\_\_\_\_, a(n) \_\_\_\_\_ Corporation, located  
(Issuer) (State)

at \_\_\_\_\_,  
(Issuer Address) (Issuer Telephone) (Issuer Facsimile)

in the amount of \$ \_\_\_\_\_, (the "Nonpublic Improvement Guarantee").  
(Letter of Credit Amount)

The Letter of Credit shall be issued in favor of CITY to the account of APPLICANT, in an amount not less than 100% of the estimated cost of the Nonpublic Improvements as set forth in "Exhibit A to Addendum 2," attached hereto and incorporated herein by reference. The Nonpublic Improvement Guarantee shall be in addition to, the Public Improvement Guarantee, and shall apply only to Nonpublic Improvements.

The Letter of Credit shall be issued by a federally insured bank, savings and loan, or credit union, authorized to do business in Utah, and the Proceeds shall be available to the CITY by presenting a site draft at an office located within fifty (50) miles of CITY. The Letter of Credit shall contain the following provision:

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date unless at least sixty (60) days prior to such expiration date CITY is notified by registered letter, return receipt requested, or overnight courier service that ISSUER elects not to consider the Letter of Credit renewed for any such period.

5. **INSPECTION AND RELEASE.** After APPLICANT has completed the Nonpublic Improvements, and the CITY has inspected and approved the Nonpublic Improvements, the CITY may release the Nonpublic Improvement Guarantee. Such release shall be approved in writing by the City Manager. The City Manager shall not approve the release unless installation(s) comply with CITY ordinances, standards, and approved plans.

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If the CITY does not approve the Nonpublic Improvements, APPLICANT shall complete and repair all substandard Nonpublic Improvements. If any areas need to be completed or repaired, the CITY may retain a portion of the Nonpublic Improvement Guarantee to insure such work is done or may make written demand for remittance of the proceeds of the Nonpublic Improvement Guarantee to the CITY.

6. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless CITY, its officers, employees, agents and volunteers from and against any and all liability which may arise as a result of the installation of the Nonpublic Improvements, and from and against any and all liability which may arise as a result of any Nonpublic Improvements which are found to be defective upon inspection. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. With respect to APPLICANT'S agreement to defend CITY, as set forth above, CITY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of CITY.

7. **DEMAND FOR THE USE OF PROCEEDS.** Should any Nonpublic Improvements prove to be incomplete, substandard or defective, CITY shall notify APPLICANT in writing. APPLICANT shall then have thirty (30) calendar days to complete and repair the Nonpublic Improvements. Should APPLICANT fail to complete and repair the Nonpublic Improvements within the required time, CITY may demand the Proceeds of the Nonpublic Improvement Guarantee. CITY may use and expend all the Proceeds or such lesser amount as may be necessary to complete the Nonpublic Improvements. The cost of completion of the Nonpublic Improvements shall include reimbursement to CITY for all costs, including, but not limited to, construction costs and any Incidental Costs incurred by CITY in completing the Nonpublic Improvements or collecting the Proceeds.

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**EXHIBIT A to Addendum 2  
ESTIMATED COST OF NONPUBLIC IMPROVEMENTS**



**PUBLIC IMPROVEMENT GUARANTEE  
(ESCROW FORM)**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the parties described below for the purpose of guaranteeing the completion of improvements hereinafter described.

**PARTIES**

"APPLICANT": \_\_\_\_\_  
a(n) \_\_\_\_\_ (corporation, partnership, individual),  
address: \_\_\_\_\_  
telephone: ( \_\_\_\_\_ ) \_\_\_\_\_, facsimile: ( \_\_\_\_\_ ) \_\_\_\_\_;

"DEPOSITORY": \_\_\_\_\_  
a(n) \_\_\_\_\_ (corporation, partnership, individual),  
address: \_\_\_\_\_  
telephone: ( \_\_\_\_\_ ) \_\_\_\_\_, facsimile: ( \_\_\_\_\_ ) \_\_\_\_\_;

"CITY": City of West Jordan, a municipal corporation of the State of Utah, Attn: Engineering Division, 8000 South Redwood Road, West Jordan, Utah 84088. Telephone (801)569-5070, facsimile: (801)569-5099.

**EXHIBITS AND ADDENDA**

The following exhibits are attached hereto: Exhibit A - Estimated Cost of Public Improvements.

The following addenda are attached hereto, as applicable: Addendum 1 - Landscaping Improvements; Addendum 2 - Non-public Improvements.

**RECITALS**

WHEREAS, APPLICANT desires the following permits and approvals (check and complete):

- Record subdivision
- Site plan
- Building permit
- OTHER (explain): \_\_\_\_\_

from CITY for \_\_\_\_\_  
(description or name of project)

located at \_\_\_\_\_; and  
(street address of project)

WHEREAS, the terms of the issuance of said permits and approvals require APPLICANT to complete the following public improvements, (hereinafter "the Public Improvements"):

< Those specified in the final plat, site plan, and approved construction drawings for \_\_\_\_\_ on file with the City Engineer, incorporated  
(description or name of project)  
herein by this reference;

-and-

< Those set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, CITY will not grant said permits and approvals until adequate provision has been made to guarantee completion of the Public Improvements, which shall be installed under the direction and supervision of and in accordance with the ordinances, standards and specifications of CITY; and

WHEREAS, APPLICANT is further required to warrant the Public Improvements from any defects for twelve (12) months after completion; and

WHEREAS, the Public Improvements, plus the cost of a one-inch (1-inch) asphalt concrete overlay on all public streets, are estimated to cost \$ \_\_\_\_\_, as set forth in Exhibit "A"; and

WHEREAS, in lieu of final completion of the Public Improvements, APPLICANT is required to file a guarantee to secure the construction of the Public Improvements, which guarantee must be in a form acceptable to CITY and in an amount equal to 100% of the estimated cost of the Public Improvements, plus the cost of a one-inch (1-inch) asphalt concrete overlay on all public streets.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the parties agree as follows:

#### TERMS AND CONDITIONS

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated into this Agreement and are made a part hereof. Exhibits and addenda attached hereto are hereby incorporated into this Agreement by reference.

#### 2. ADDITIONAL DEFINITIONS.

2.1. "APPLICANT", "DEPOSITORY," and "CITY," as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, and assigns of APPLICANT, DEPOSITORY, and CITY respectively.

2.2. "Incidental Costs," as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's liens, and any other cost and interest thereon incurred by CITY, occasioned by APPLICANT'S failure to perform any and all obligations under this Agreement.

2.3. "Failure to Perform" or "Fail to Perform," as used in this Agreement, shall mean the non-performance in a timely manner by a party to this Agreement of any obligation, in whole or in part, required of such party by the terms of this Agreement or required by City of West Jordan ordinance or other applicable law. The occurrence of such shall give the other party the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement.

3. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Public Improvements, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.

4. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection provided by this Agreement shall inure solely to CITY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. DEPOSITORY and CITY shall not be liable to claimants

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or others for obligations of APPLICANT under this Agreement. CITY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

5. **AGREEMENT DOCUMENTS.** All data which is used by CITY to compute the cost of or otherwise govern the design and installation of the Public Improvements is hereby made a part of this Agreement, and is incorporated herein by this reference, including but not limited to, applicable provisions of the West Jordan City Code and the plat, if this Agreement covers improvements required in a subdivision.

6. **COMPLETION DATE.** APPLICANT shall complete the Public Improvements within a period of two (2) years from the date this Agreement was entered into or, if this agreement covers improvements required in a subdivision, two years from the date of recording the final plat.

7. **SPECIFIC ENFORCEMENT.** APPLICANT and DEPOSITORY have entered into this Agreement with CITY for the purpose of guaranteeing construction of the Public Improvements. CITY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Public Improvements in a manner satisfactory to CITY. CITY shall also be entitled to specifically enforce DEPOSITORY'S own performance to remit payment as required by this Agreement.

8. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT expressly acknowledges, understands, and agrees that its obligation to complete and warrant the Public Improvements and fulfill any other obligation under this Agreement, City of West Jordan ordinances, or other applicable law, is independent of any obligation or responsibility of CITY, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Public Improvements is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. APPLICANT further acknowledges:

(a) that its contractual obligation to complete and warrant the Public Improvements pursuant to this Agreement is independent of any other remedy available to CITY to secure proper completion of the Public Improvements; and

(b) that APPLICANT may not assert as a defense that CITY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude CITY from requiring APPLICANT'S performance under this Agreement; and

(c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Public Improvements in full.

9. **APPLICANT'S OBLIGATION FOR COSTS.** Should APPLICANT Fail to Perform its responsibilities under this Agreement in any degree, APPLICANT agrees to compensate CITY for all costs, including but not limited to, cost of construction and Incidental Costs, related to APPLICANT'S Failure to Perform its obligation to complete and warrant the Public Improvements, except to the extent that the CITY has received compensation from the Proceeds.

10. **ESCROW ACCOUNT.** As an independent guarantee to CITY, for the purpose of insuring and warranting construction and installation of the Public Improvements, APPLICANT hereby assigns and sets over to CITY all its right, title, and interest in the principle of that certain Escrow Account held by DEPOSITORY in the amount of 100% of the estimated cost of the Public Improvements, plus the cost of a one-inch (1-inch) asphalt concrete overlay on all public streets \$ \_\_\_\_\_, (herein the "Proceeds") entitled,

(insert amount)

\_\_\_\_\_, (hereinafter "Account").

(insert name and account number of Escrow Account)

The Account shall be held by a federally insured bank, savings and loan, or credit union, and the Proceeds shall be available to CITY at an office located within fifty (50) miles of CITY.

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11. **EXTENT OF DEPOSITORY LIABILITY: INDEPENDENT OBLIGATION.** DEPOSITORY hereby acknowledges that it has, on deposit to the credit of APPLICANT in the Account referenced above, the sum mentioned as the Proceeds; that it is aware of, understands, and agrees to each provision of this Agreement; that it agrees to make disbursement of the Proceeds of the Account only within the terms as outlined in this Agreement; and that it will hold the Proceeds in the Account indefinitely until such time as CITY, in writing, either demands the Proceeds be remitted to CITY or otherwise releases DEPOSITORY from its obligation to hold the Proceeds. Should DEPOSITORY fail to timely perform its obligations as outlined herein or as required by law, DEPOSITORY shall be liable to CITY for all costs incurred by CITY in completing and repairing the Public Improvements, along with any and all incidental costs incurred by CITY in attempting to enforce DEPOSITORY'S obligations under this Agreement or in completing or repairing the Public Improvements as a result of DEPOSITORY'S Failure to Perform its obligations under this Agreement. Furthermore, this paragraph shall not limit the right of CITY to pursue any and all remedies it may have in equity or at law as a result of DEPOSITORY'S Failure to Perform under this Agreement. DEPOSITORY EXPRESSLY ACKNOWLEDGES, UNDERSTANDS, AND AGREES that its obligation under this Agreement is independent of any obligation of CITY, either express or implied. DEPOSITORY agrees that its performance is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development, or upon the sale of any lots or any part of the subdivision or development. DEPOSITORY further acknowledges:

(a) that its obligation to perform under this Agreement is independent of any other remedy available to CITY to secure proper completion of the Public Improvements;

(b) that DEPOSITORY may not assert as a defense that CITY has remedies against other persons or entities or has other remedies in equity or at law that would otherwise relieve DEPOSITORY of its duty to perform as outlined in this Agreement, or preclude CITY from requiring DEPOSITORY'S performance under this Agreement; and

(c) that DEPOSITORY may not assert as a defense that CITY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement, or preclude CITY from requiring APPLICANT'S performance under this Agreement.

12. **REDUCTION OF PROCEEDS.**

12.1 **Interim Reductions.** As the Public Improvements for a specified system category, which system categories are identified in Exhibit "A", are completed and inspected by CITY, a portion of the Proceeds may be released upon APPLICANT'S written request. Such requests may be made only once every 30 calendar days. The amount of reduction shall be determined by the City Engineer and shall not exceed 75% of the amount set forth in Exhibit "A" for the system category in which reduction is sought. The cumulative total of all interim reductions shall not exceed 75% of the Proceeds, plus the cost of a one-inch (1-inch) thick asphalt concrete overlay for public streets. Interim reductions shall be evidenced by the written authorization of the West Jordan City Engineer.

12.2 **Warranty and Maintenance Period Reduction.** After all Public Improvements have been completed and inspected, and the guarantee amount for each and every system has been reduced as set forth in this Section 12, APPLICANT shall request a warranty inspection and ninety percent (90%) guarantee reduction. The amount of reduction shall be determined by the City Manager, after recommendation of the City Engineer, and shall not exceed ninety percent (90%) of the Proceeds, plus the cost of a one-inch (1-inch) thick asphalt concrete overlay for public streets. The warranty and maintenance period reduction shall be evidenced by the written authorization of the West Jordan City Manager.

12.3 The amount of reductions shall be determined in the sole discretion of CITY and as otherwise provided by City ordinance. No reduction shall be authorized until such time as CITY has inspected the Public Improvements and found them to be in compliance with CITY standards. Completion of Public Improvements, even if verified by CITY, shall not entitle APPLICANT to an automatic release of any part of the Proceeds.

13. **FINAL ACCEPTANCE.** Notwithstanding the fact that certain of the Proceeds may be released upon partial completion of the Public Improvements, neither shall any partial release nor shall any full release of the Proceeds constitute final acceptance of the Public Improvements by CITY. Final acceptance of the Public

Improvements shall be by written acknowledgment signed by the West Jordan City Manager, pursuant to the West Jordan City Code.

14. **RETAINAGE.** APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds requested by APPLICANT or granted by CITY, an amount equal to ten percent (10%) of the estimated cost of the Public Improvements plus the estimated cost of a one-inch (1-inch) thick asphalt concrete overlay for all public roadways (herein the "Retainage"), shall not be released for twelve (12) months following reduction of Proceeds to the Retainage level as evidenced by written authorization of the West Jordan City Manager. The Retainage shall be held to insure that the Public Improvements do not have any defects and that the Public Improvements continue to meet CITY standards throughout the warranty and maintenance period discussed below. Notwithstanding said Retainage, APPLICANT shall be responsible for any substandard, defective, or damaged Public Improvements.

15. **WARRANTY OF PUBLIC IMPROVEMENTS.** APPLICANT hereby warrants that the Public Improvements shall remain free from defects in materials, workmanship or design as determined by CITY, such that the Public Improvements continue to meet CITY standards for twelve (12) months following reduction of Proceeds to the Retainage level.

16. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless CITY, its officers, employees, agents and volunteers from and against any and all liability which may arise as a result of the installation of the Public Improvements prior to CITY'S final acceptance of the Public Improvements as set forth in the West Jordan City Code, and from and against any and all liability which may arise as a result of any Public Improvements which are found to be defective during the twelve (12) month warranty period covered by this Agreement. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. With respect to APPLICANT'S agreement to defend CITY, as set forth above, CITY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of CITY.

17. **FINAL RELEASE OF PROCEEDS.** Upon verification by the City Engineer and the City Manager that the Public Improvements have been installed and repaired to the satisfaction of CITY pursuant to this Agreement, City of West Jordan ordinances and standards, and approved engineering drawings, CITY agrees to execute a written release of the remaining Proceeds in accordance with the West Jordan City Code. The release of Proceeds shall be evidenced by the written authorization of the West Jordan City Manager.

18. **DEMAND FOR AND USE OF PROCEEDS.** In the event the Public Improvements are not installed to the satisfaction of CITY, pursuant to this Agreement and City of West Jordan ordinances and standards, or APPLICANT fails to perform any obligation under this Agreement or City of West Jordan ordinances, DEPOSITORY shall remit to CITY, upon CITY'S written demand, the Proceeds. CITY may use and expend all the Proceeds or such lesser amount as may be necessary to complete the Public Improvements. The cost of completion of the Public Improvements shall include reimbursement to CITY for all costs, including, but not limited to, construction costs and any Incidental Costs incurred by CITY in completing the Public Improvements or collecting the Proceeds.

19. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Public Improvements according to CITY standards, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency independent of DEPOSITORY. Additionally, no further permits or business licenses shall be issued, and CITY may immediately pursue any and all remedies for failure to comply, including suspension or revocation of any existing permits or business licenses, as permitted by the West Jordan City Code, state and federal law.

20. **INCIDENTAL COSTS.** If upon CITY'S written notice to DEPOSITORY of APPLICANT'S Failure to Perform, the Proceeds are not remitted to CITY within ten (10) days of demand, then CITY'S costs of obtaining the Proceeds and/or completing the Public Improvements and all Incidental Costs shall be added to the amount due CITY from DEPOSITORY, and shall be paid to CITY in addition to and with the Proceeds.

21. **ACCESS TO PROPERTY.** Should CITY elect to use the Proceeds to complete the Public Improvements, APPLICANT herein expressly grants to CITY, and any contractor or other agent hired by CITY, the right of access to the project property in order to complete all of the Public Improvements.

22. **SUBSTANDARD IMPROVEMENTS.** Should any Public Improvements prove to be substandard or defective within the twelve (12) month warranty period discussed above, CITY shall notify APPLICANT in writing of such substandard or defective Public Improvements. APPLICANT shall then have thirty (30) calendar days to complete and repair the Public Improvements. Should APPLICANT fail to complete and repair the Public Improvements within the required time, CITY may demand payment for such from APPLICANT and DEPOSITORY.

23. **INSURANCE.** Should CITY elect to install, complete, or remedy any defect in or damage to the Public Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by CITY to complete or remedy the Public Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by CITY. APPLICANT shall indemnify, defend, and hold harmless CITY, its officers, employees, and agents for any liability which exceeds the insurance policy limit. CITY, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by CITY, and any existing permit, approval, or business license may be suspended until said premium is initially paid and a bond is in place to cover subsequent payments. APPLICANT further expressly agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees for or from any damage or loss suffered or any judgment resulting from the work of any contractor or agent hired by CITY to install, complete, or remedy any defect in or damage to the Public Improvements.

24. **NOTICE.** Notice to APPLICANT or CITY shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

25. **FAILURE TO PERFORM.** In addition to those events previously or subsequently described herein, the following shall be considered Failure to Perform on the part of APPLICANT, the occurrence of which shall entitle CITY to invoke any and all remedies outlined in this Agreement or any and all remedies it may have in equity or at law: APPLICANT'S abandonment of the project as determined by CITY; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; the commencement of a foreclosure proceeding against the project property; the project property being conveyed in lieu of foreclosure.

26. **WAIVER.** The failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a Failure to Perform thereof shall not constitute a waiver of any such Failure to Perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring Failure to Perform.

27. **ATTORNEYS FEES.** In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorneys fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

28. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall Fail to Perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity, at law, and pursuant to the terms of this Agreement.

29. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by City of West Jordan ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any

subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of CITY, shall also apply to the subdivision or development which is the subject of this Agreement.

**30. INDUCEMENT; INTEGRATION; MODIFICATION; CAPTIONS; SEVERABILITY.**

- 30.1. The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.
- 30.2. 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.
- 30.3. Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by a written instrument executed by the respective parties.
- 30.4. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.
- 30.5. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**"APPLICANT"**

By \_\_\_\_\_

Title \_\_\_\_\_

**"DEPOSITORY"**

By \_\_\_\_\_

Title \_\_\_\_\_

**"CITY"**

By \_\_\_\_\_

Title \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Recorder

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
West Jordan City Attorney

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]

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**APPLICANT NOTARY**

(Complete only if APPLICANT is an Individual.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_,  
the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

(Complete only if APPLICANT is a Corporation.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_,  
who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of  
Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

(Complete only if APPLICANT is a Partnership.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_,  
who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_  
a partnership, and that the foregoing instrument was duly  
authorized by the partnership at a lawful meeting held or by authority of its bylaws and signed in behalf of said  
partnership.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_



(Complete only if APPLICANT is a Limited Liability Company.)

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

DEPOSITORY NOTARY

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

**ADDENDUM 1 – LANDSCAPING IMPROVEMENTS  
(ESCROW FORM)**

1. **INCORPORATION.** This Addendum 1 is hereby incorporated into the Public Improvement Guarantee Agreement, to which it is attached, for the purpose of addressing the guarantee for landscaping improvements required, by the terms of the issuance of permits and approvals, to be completed by APPLICANT (the "Landscaping Improvements"). Terms defined in the Public Improvement Guarantee, shall have the same meaning as set forth therein, except the following: (a) the term "Public Improvement(s)" shall also include landscaping improvements as that term appears in the following sections: 3, 5, 6, 7, 8, 9, 11, 13, 19, 20, 21, and 23; and (b) if otherwise defined herein, the definition found in this Addendum 1 shall control.

2. **EFFECT OF ADDENDUM.** The following enumerated sections of the Public Improvement Guarantee shall apply only to Public Improvements and not Landscaping Improvements: 10, 12, 14, 15, 16, 17, 18, and 22. The remainder of the Public Improvement Guarantee shall apply to Public and Landscaping Improvements.

**ADDITIONAL TERMS AND CONDITIONS  
FOR LANDSCAPING IMPROVEMENTS**

3. **LANDSCAPING REQUIREMENTS.** APPLICANT shall install landscaping improvements pursuant to the approved final plat, site plan and construction drawings. APPLICANT shall warrant the landscaping improvements as set forth herein.

4. **ESCROW ACCOUNT.** As an independent guarantee with CITY for the purpose of insuring APPLICANT's completion and warranty of the Landscaping Improvements as set forth in "Exhibit A to Addendum 1," attached hereto and incorporated herein by reference, APPLICANT hereby assigns and sets over to CITY all its right, title, and interest in the principle of that certain Escrow Account entitled

\_\_\_\_\_ held by DEPOSITORY in the amount of  
(insert name and account number of Escrow Account)

\$ \_\_\_\_\_, (the "Landscaping Guarantee"), which is 100% of the  
(insert amount)

estimated cost of the Landscaping Improvements as set forth in "Exhibit A to Addendum 1," attached hereto and incorporated herein by reference. The Landscaping Guarantee shall be in addition to, the Public Improvement Guarantee, and shall apply only to the Landscaping Improvements.

5. **INITIAL INSPECTION.** After APPLICANT has completed the Landscaping Improvements, APPLICANT shall request an inspection. The City will not approve the Landscaping Improvements unless installation complies with supplier and manufacturer recommendations, City ordinances, standards, and approved plans. After the City has inspected and approved landscaping, the Landscaping Guarantee may be reduced to an amount equal to ten percent (10%) of the original amount (the "Retainage"), and a twenty-four (24) month warranty period ("Warranty Period") shall commence. The guarantee reduction to ten percent (10%) and commencement of the Warranty Period shall be approved in writing by the City Manager.

6. **WARRANTY PERIOD.** APPLICANT hereby warrants that the Landscaping Improvements shall remain free from defects in materials, workmanship or design as determined by CITY, such that the Landscaping Improvements continue to meet CITY standards for twenty-four (24) months following inspection and approval by the City and commencement of the Warranty Period. APPLICANT expressly agrees that the Retainage shall not be released for twenty-four (24) months following commencement of the Warranty Period. Notwithstanding the Retainage, APPLICANT shall be responsible for any substandard, defective, or damaged Landscaping Improvements.

7. **SECOND INSPECTION.** The Developer shall replant, reseed and stabilize, as necessary, during the Warranty Period. At the end of the Warranty Period, the City shall inspect the Landscaping Improvements. If the City determines that the landscaping area has eroded, or plant material has died or has not shown growth, the APPLICANT shall replant, reseed and stabilize all substandard landscaping areas.

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PLEASE INITIAL \_\_\_\_\_

8. **FINAL RELEASE.** If the City determines that the plant material is established and growth has continued, the Retainage may be released to APPLICANT. Final release shall be approved in writing by the City Manager. If the City does not approve the Landscaping Improvements at the end of the Warranty Period, Developer shall replant, reseed and stabilize all substandard landscaping areas. If any areas need to be replanted, reseeded or stabilized the City may retain a portion of the Landscaping Guarantee to insure such work is done or may make written demand for remittance of the proceeds of the Landscaping Guarantee to the City.

9. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless CITY, its officers, employees, agents and volunteers from and against any and all liability which may arise as a result of the installation of the Landscaping Improvements prior to completion of the Warranty Period, and from and against any and all liability which may arise as a result of any Landscaping Improvements which are found to be defective during the twenty-four (24) month warranty period covered by this Agreement. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. With respect to APPLICANT'S agreement to defend CITY, as set forth above, CITY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of CITY.

10. **DEMAND FOR THE USE OF PROCEEDS.** Should any Landscaping Improvements prove to be incomplete, substandard or defective within the twenty-four (24) month warranty period, CITY shall notify APPLICANT in writing of such substandard or defective Landscaping Improvements. APPLICANT shall then have thirty (30) calendar days to complete and repair the Landscaping Improvements. Should APPLICANT fail to complete and repair the Landscaping Improvements within the required time, CITY may demand the Proceeds of the Landscaping Guarantee. CITY may use and expend all the Proceeds or such lesser amount as may be necessary to complete the Landscaping Improvements. The cost of completion of the Landscaping Improvements shall include reimbursement to CITY for all costs, including, but not limited to, construction costs and any Incidental Costs incurred by CITY in completing the Landscaping Improvements or collecting the Proceeds.

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PLEASE INITIAL \_\_\_\_\_

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**EXHIBIT A to Addendum 1  
ESTIMATED COST OF LANDSCAPING IMPROVEMENTS**

**ADDENDUM 2 – NONPUBLIC IMPROVEMENTS  
(ESCROW FORM)**

1. **INCORPORATION.** This Addendum 2 is hereby incorporated into the Public Improvement Guarantee Agreement, to which it is attached, for the purpose of addressing the guarantee for nonpublic improvements required, by the terms of the issuance of permits and approvals, to be completed by APPLICANT (the "Nonpublic Improvements"). Terms defined in the Public Improvement Guarantee, shall have the same meaning as set forth therein, except the following: (a) the term "Public Improvement(s)" shall also include nonpublic improvements as that term appears in the following sections: 3, 5, 6, 7, 8, 9, 11, 13, 19, 20, 21, and 23; and (b) if otherwise defined, the definition found in this Addendum 2 shall control.

2. **EFFECT OF ADDENDUM.** The following enumerated sections of the Public Improvement Guarantee shall apply only to Public Improvements and not Nonpublic Improvements: 10, 12, 14, 15, 16, 17, 18, and 22. The remainder of the Public Improvement Guarantee shall apply to Public and Nonpublic Improvements.

**ADDITIONAL TERMS AND CONDITIONS FOR NONPUBLIC IMPROVEMENTS**

3. **NONPUBLIC REQUIREMENTS.** APPLICANT shall install Nonpublic Improvements pursuant to the approved final plat, site plan and construction drawings.

4. **ESCROW ACCOUNT.** As an independent guarantee with CITY for the purpose of insuring APPLICANT's completion of the Nonpublic Improvements as set forth in "Exhibit A to Addendum 2," attached hereto and incorporated herein by reference, APPLICANT hereby assigns and sets over to CITY all its right, title, and interest in the principle of that certain Escrow Account entitled \_\_\_\_\_  
(insert name and account number of Escrow Account)

held by DEPOSITORY in the amount of \$ \_\_\_\_\_ (the "Nonpublic Improvement Guarantee"),  
(insert amount)

which is 100% of the estimated cost of the Nonpublic Improvements as set forth in "Exhibit A to Addendum 2," attached hereto and incorporated herein by reference. The Nonpublic Improvement Guarantee shall be in addition to, the Public Improvement Guarantee, and shall apply only to the Nonpublic Improvements.

5. **INSPECTION AND RELEASE.** After APPLICANT has completed the Nonpublic Improvements, and the CITY has inspected and approved the Nonpublic Improvements, the CITY may release the Nonpublic Improvement Guarantee. Such release shall be approved in writing by the City Manager. The City Manager shall not approve the release unless installation(s) comply with CITY ordinances, standards, and approved plans.

If the CITY does not approve the Nonpublic Improvements, APPLICANT shall complete and repair all substandard Nonpublic Improvements. If any areas need to be completed or repaired, the CITY may retain a portion of the Nonpublic Improvement Guarantee to insure such work is done or may make written demand for remittance of the proceeds of the Nonpublic Improvement Guarantee to the CITY.

6. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless CITY, its officers, employees, agents and volunteers from and against any and all liability which may arise as a result of the installation of the Nonpublic Improvements, and from and against any and all liability which may arise as a result of any Nonpublic Improvements which are found to be defective upon inspection. This indemnification requirement includes indemnification for claims for attorney's fees, court cost and litigation expenses, of whatever type and amount. With respect to APPLICANT'S agreement to defend CITY, as set forth above, CITY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of CITY.

7. **DEMAND FOR THE USE OF PROCEEDS.** Should any Nonpublic Improvements prove to be incomplete, substandard or defective, CITY shall notify APPLICANT in writing. APPLICANT shall then have thirty (30) calendar days to complete and repair the Nonpublic Improvements. Should APPLICANT fail to complete and repair the Nonpublic Improvements within the required time, CITY may demand the Proceeds of the Nonpublic Improvement Guarantee. CITY may use and expend all the Proceeds or such lesser amount as may be necessary to complete the Nonpublic Improvements. The cost of completion of the Nonpublic Improvements shall include reimbursement to CITY for all costs, including, but not limited to, construction costs and any Incidental Costs incurred by CITY in completing the Nonpublic Improvements or collecting the Proceeds.

June 2009

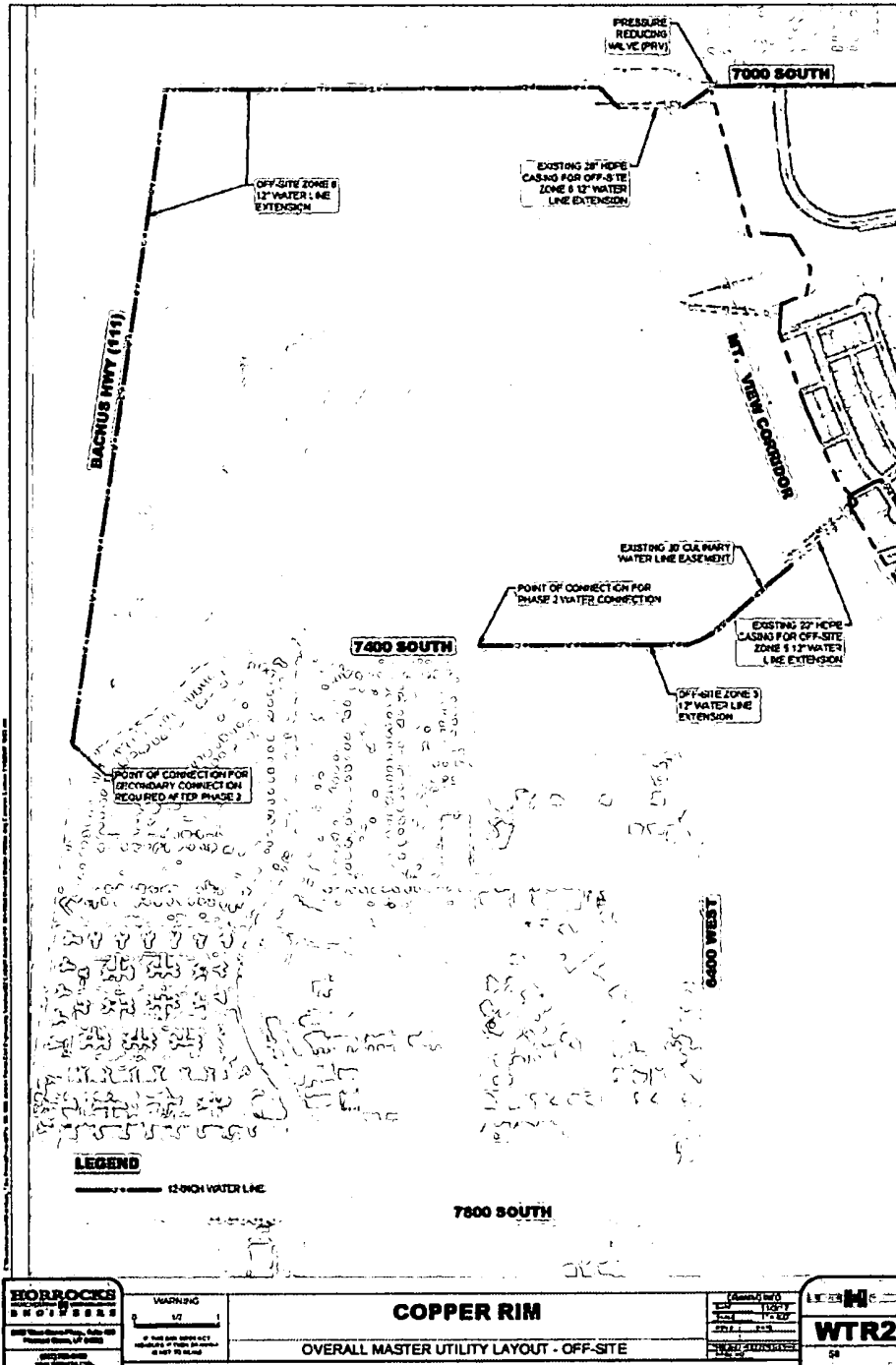
PLEASE INITIAL \_\_\_\_\_

---

**EXHIBIT A to Addendum 2  
ESTIMATED COST OF NONPUBLIC IMPROVEMENTS**

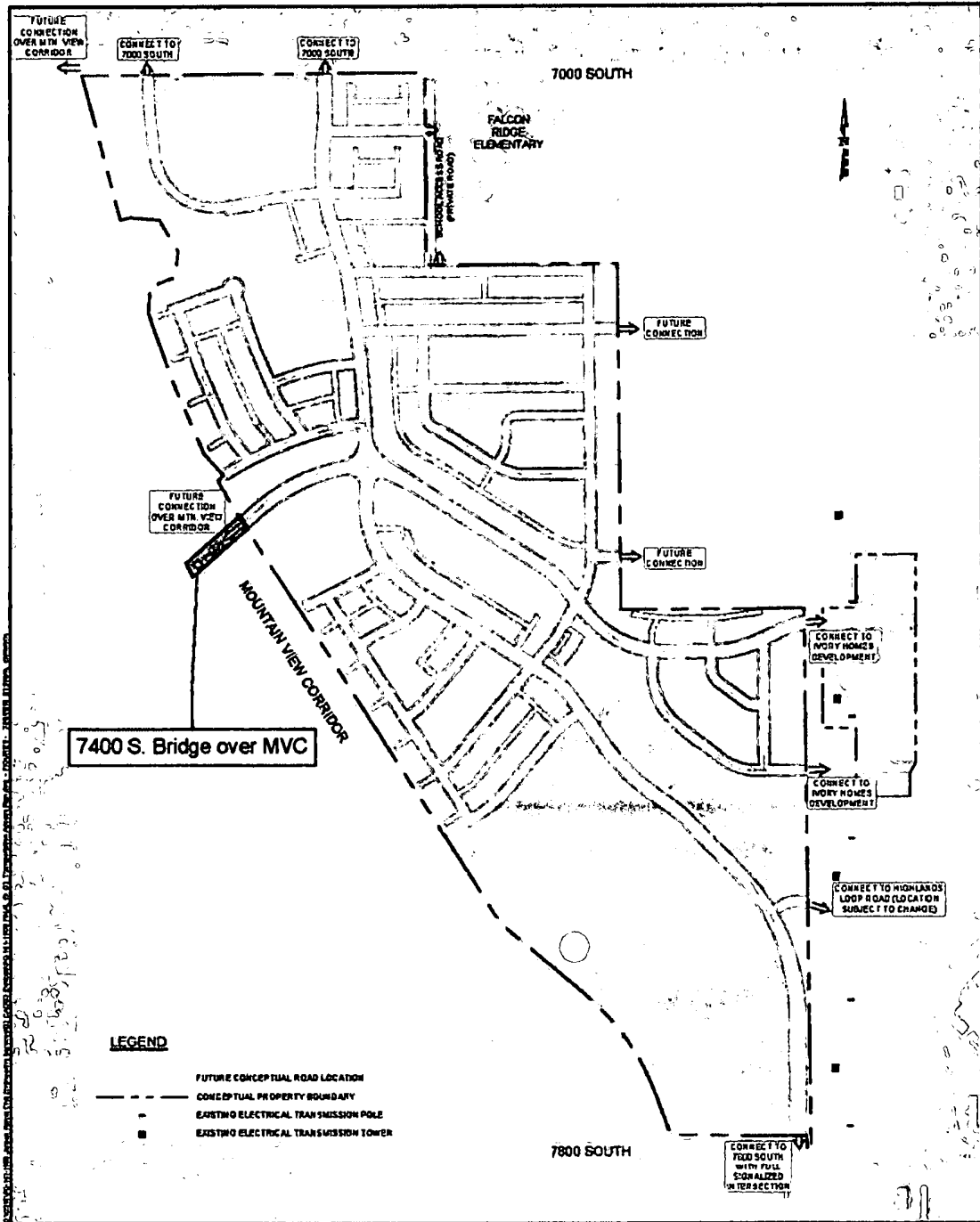
# EXHIBIT E

## DEPICTION OF OFFSITE WATER IMPROVEMENTS



**EXHIBIT F**

**DEPICTION OF HIGHLANDS LOOP CONNECTOR ROAD**



<b>HORROCKS</b> ENGINEERS 1102 W. 1500th Parkway Salt Lake City, UT 84119 (801) 466-0200	C.W. <b>LAND</b> CO.	<b>GENERAL PLAN</b> TRANSPORTATION ACCESS LAYOUT COPPER RIM WEST JORDAN, UTAH		SCALE: 1" = 600'
		EXHIBIT G3	DATE: 18 MAR 2018	



**EXHIBIT G**

**UDOT APPROVAL OF 7400 SOUTH BRIDGE**



**LETTER**  
Mountain View Corridor

April 24, 2018

Mr. Dave Murphy  
The City of West Jordan  
8000 South Redwood Rd  
West Jordan, UT 84088

**SUBJECT: COPPER RIM BRIDGE CONCEPT; 7400 S OVER MVC**

Dear Dave:

Per the City's request, UDOT's Mountain View Corridor (MVC) team has reviewed the concept plan for the 7400 South bridge crossing over MVC, as associated with the Copper Rim development plan.

The MVC team has found that the concept plans dated March 27, 2018, as prepared by Horrocks Engineers for C.W. Land Co., meet the MVC requirements of having a linear bridge, a support centered between MVC southbound and northbound lands, Shared Use Path on the east side, bridge allows for proper vertical clearance, and 3:1 side slopes for the bridge approach. The approved concept plans are attached for reference.

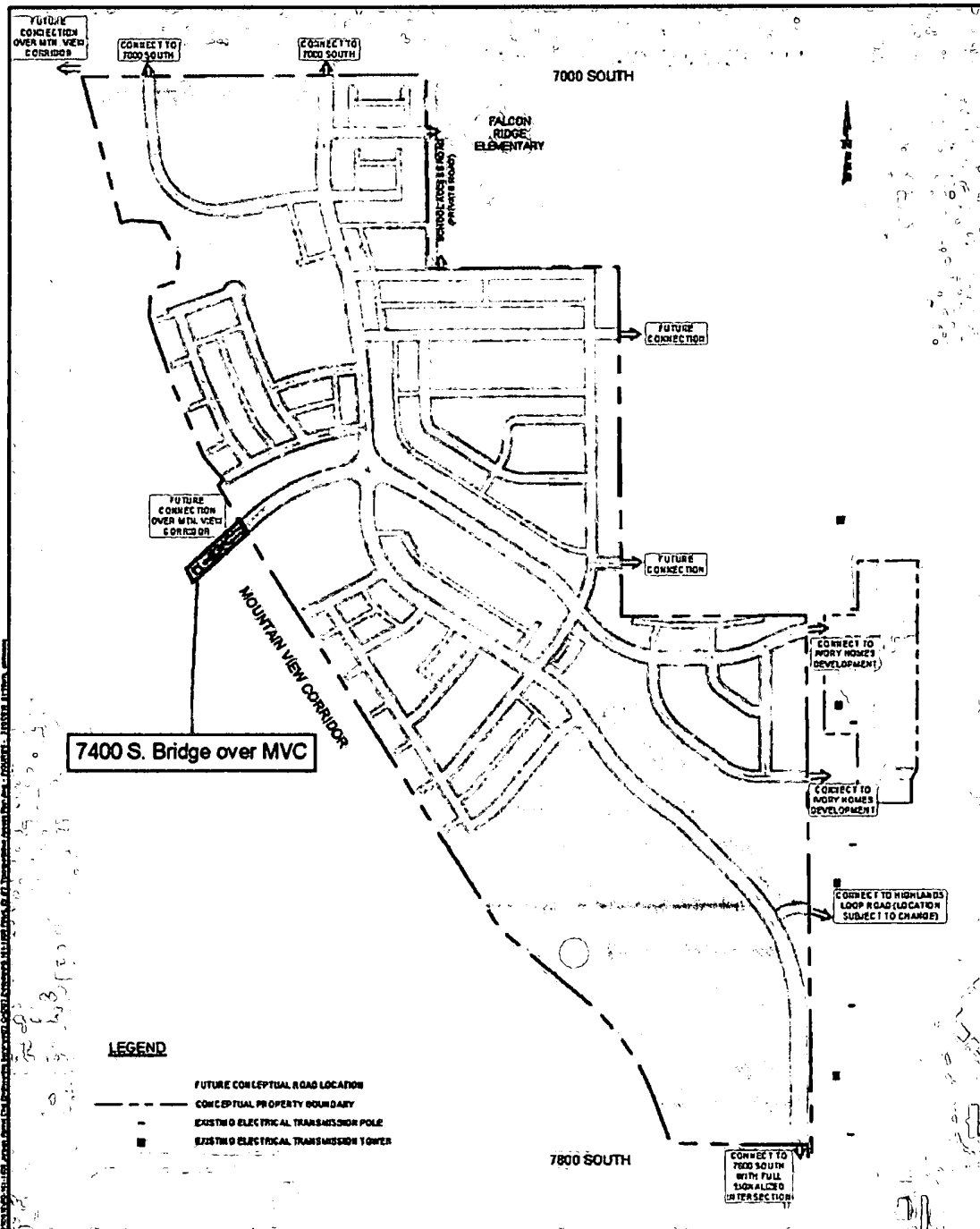
Thank you for coordinating the approval of this concept plan with the MVC team.

Sincerely,

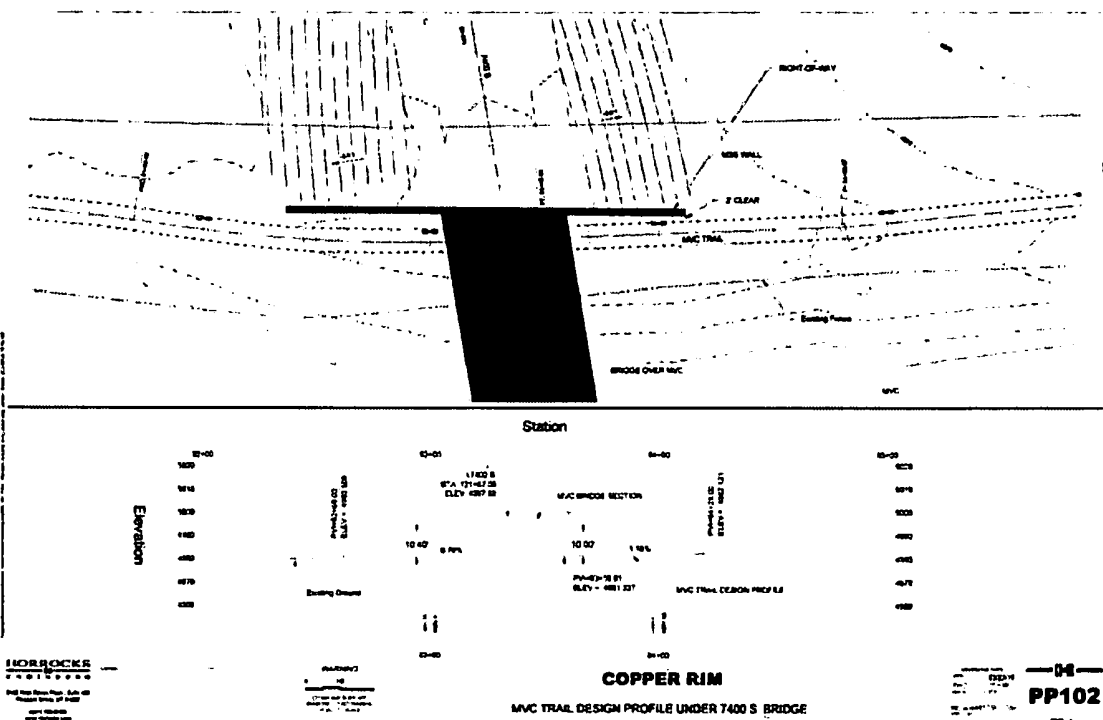
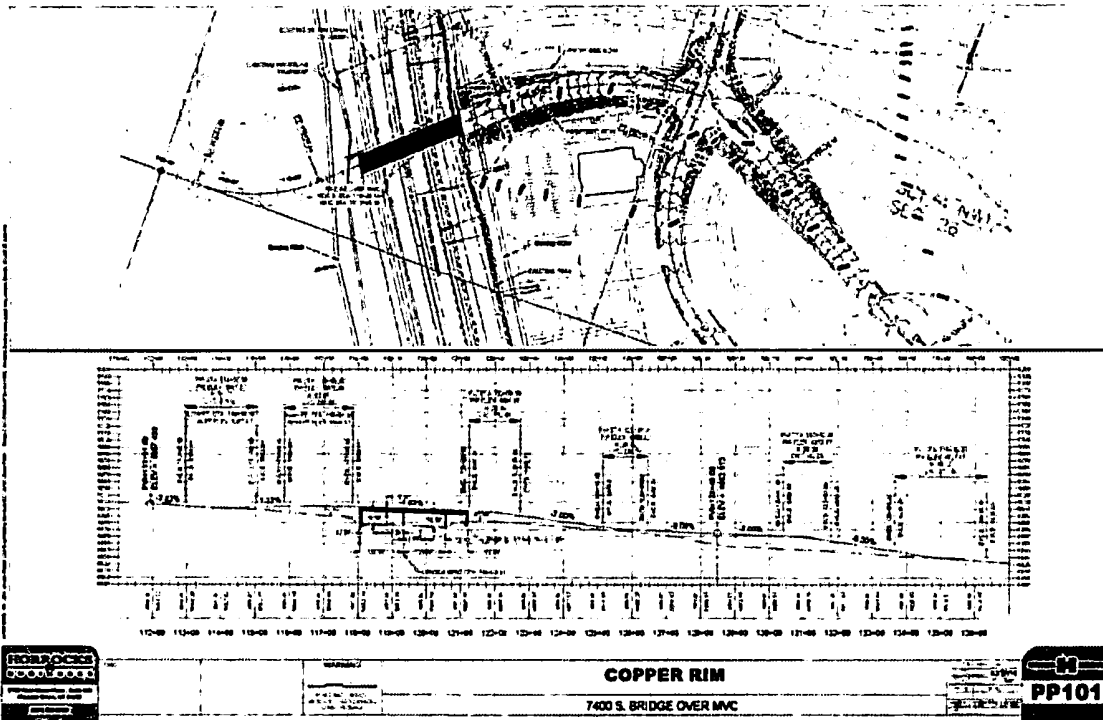
  
**MOUNTAIN VIEW CORRIDOR**

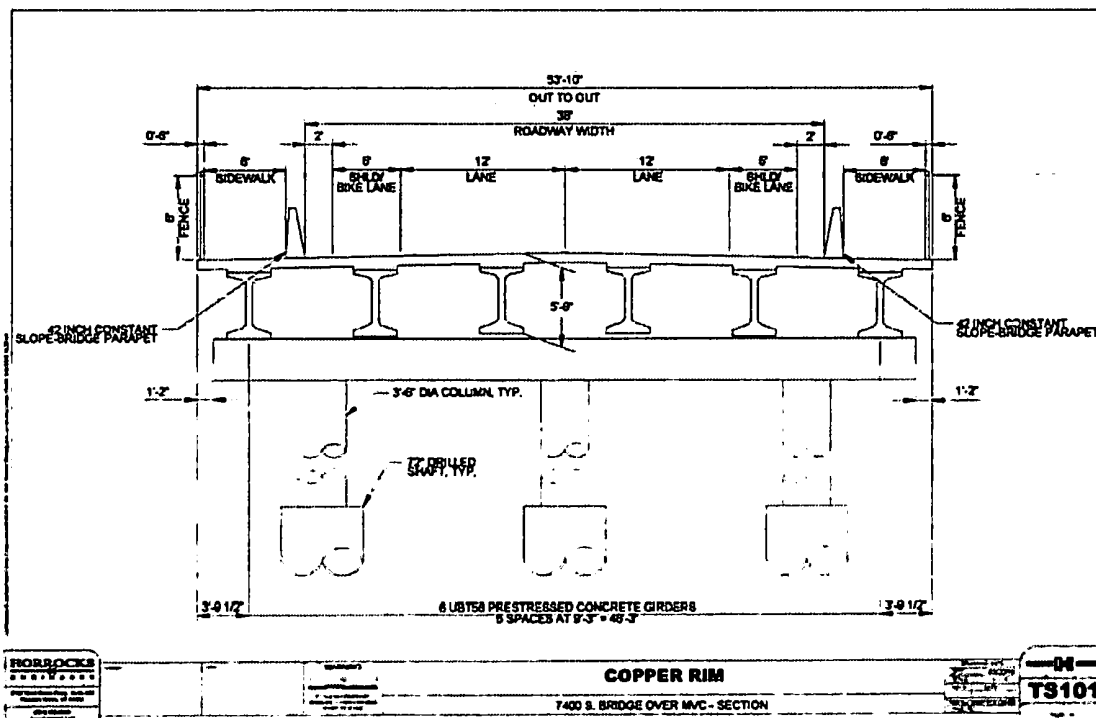
Joe Kammerer, P.E.  
MVC Project Director

CC: Project File



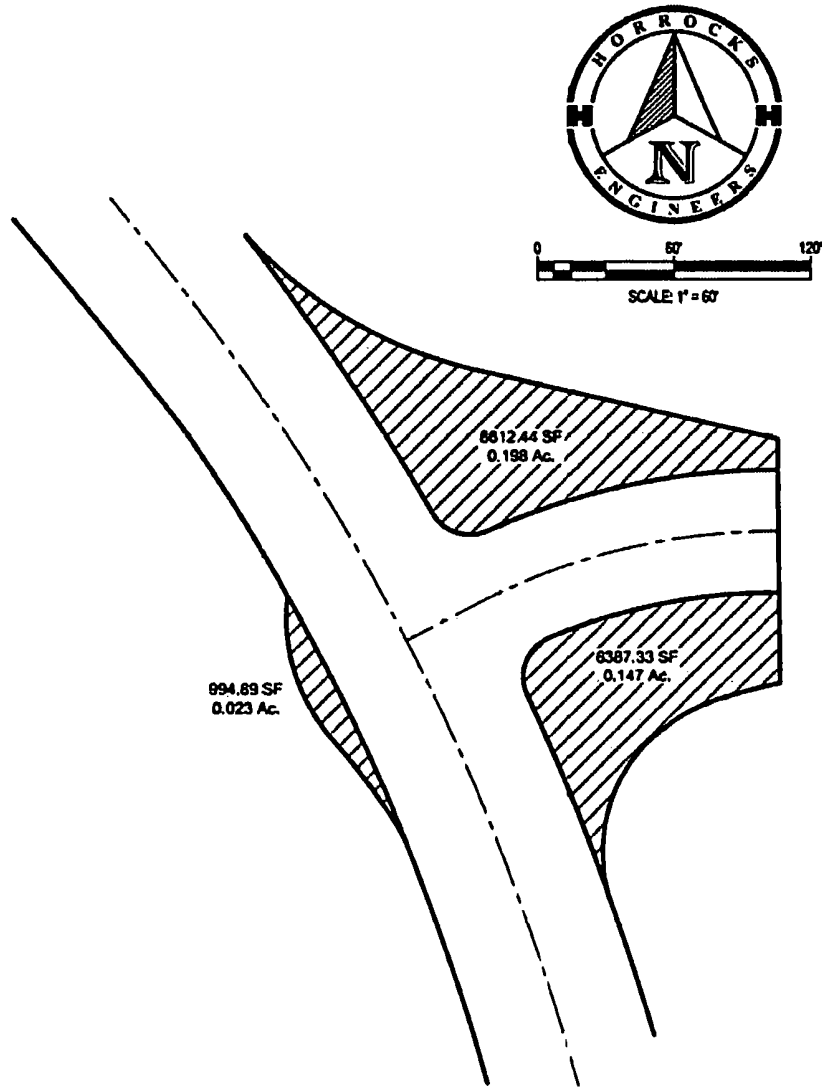
<b>HORROCKS</b> ENGINEERS <small>2142 West Grand Parkway          Suite 300          Provo, UT 84601          (801) 765-4222</small>	C. W. <b>LAND</b> <small>INC.</small>	<b>GENERAL PLAN</b> TRANSPORTATION ACCESS LAYOUT COPPER RIM <small>WEST JORDAN, UTAH</small>		SCALE: 1" = 600' DATE: 18 MAR 2018
		EXHIBIT G3		





**EXHIBIT H**

**DEPICTION OF AREA FOR POTENTIAL LOOP ROAD ROUNDABOUT**



Midwest D-Vision Solutions  
 965 West Beardsley Place  
 Salt Lake City UT 84119

# INVOICE



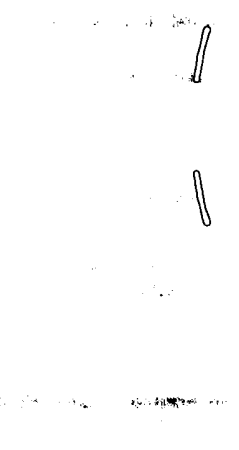
Phone: 801-377-4355  
 Fax: 801-295-7503

Invoice: DN180301  
 Invoice Date: 7/18/2018

<b>Bill To:</b> GENERAL CONTRACTORS	<b>Project Details:</b> CW Land Pet Stations 824 South West Temple Salt Lake City UT 84101
--	---

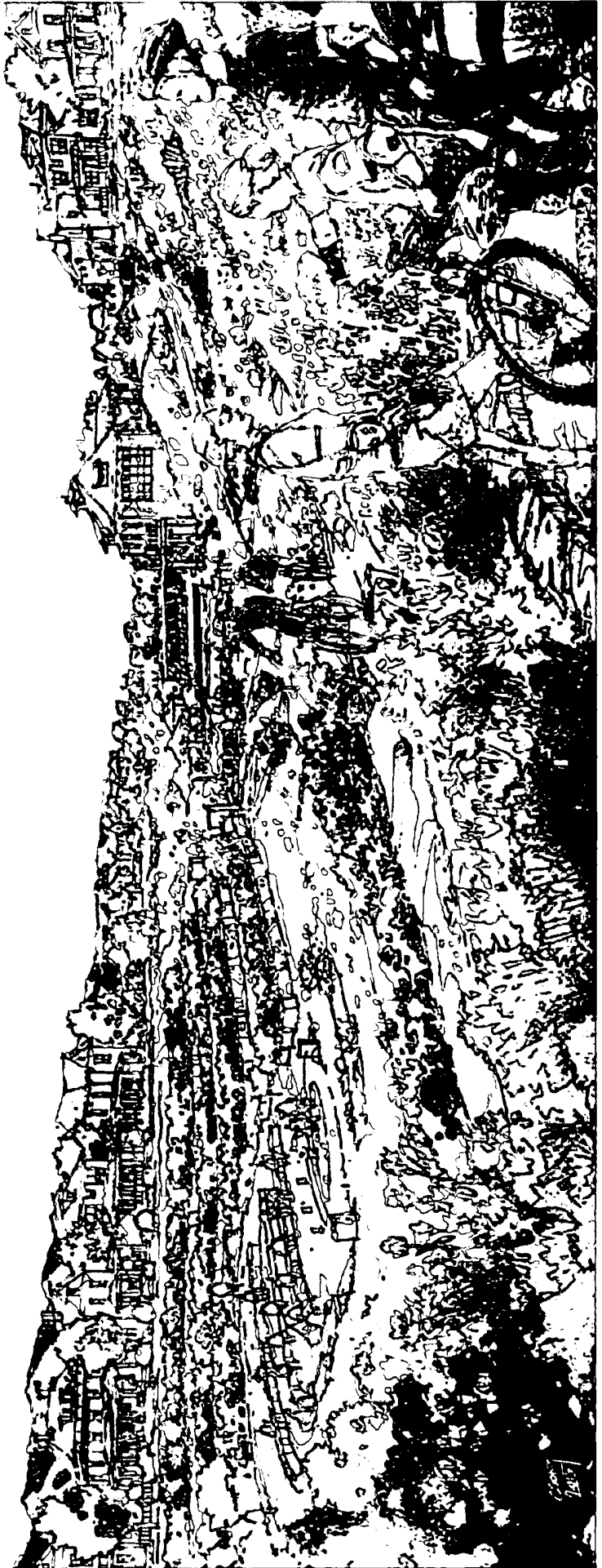
<b>Payment Terms</b> Net 30 Days	<b>Contract Number</b>	<b>Invoice Due Date</b> 7/18/2018
-------------------------------------	------------------------	--------------------------------------

Item Number - Description	Scheduled Value	Prev. App Value	This App. Value
12 - 12			
12-9000 - Site Furnishings	846.00	0.00	846.00
<b>TOTAL:</b>	846.00	0.00	846.00
<b>Total Invoice Amount Due:</b>			846.00



# FINAL DEVELOPMENT PLAN

July 16, 2018



**PRELIMINARY DEVELOPMENT  
PLAN OVERVIEW**



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**DEVELOPMENT PLAN  
WEST SIDE PLANNING AREA  
PLANNED COMMUNITY  
PLANNED RESIDENTIAL DEVELOPMENT**

**PLANNING AND ZONING**

APPLICANT Colin Wright / C.W. Land Co. DATE 8/23/2017  
PROJECT Jensen



**DEVELOPMENT PLAN  
WEST SIDE PLANNING AREA  
PLANNED COMMUNITY  
PLANNED RESIDENTIAL DEVELOPMENT**

**PLANNING AND ZONING**

APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_  
PROJECT \_\_\_\_\_

**GENERAL INFORMATION**

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| Your Check                          | City Check                          | Description   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Outline of the subject property(s)  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Site acreage  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | General subdivision layout (if a subdivision is required)   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | General site plan layout (if mixed use)   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Plating Plan  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Types of land use(s)  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | General street and pedestrian layout  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | General Building footprints (if mixed use)  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Conceptual elevations of structures, buildings, monuments   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | General landscape and/or open space areas (paths, riparian corridors, equestrian and/or animal keeping areas) |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Proposed parking areas  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Proposed storm water detention  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Flood plain boundary (if known)   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Sensitive hillside or wetlands  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Density Bonuses (proposed amenity checklist completion)   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Overall maximum density calculation based on proposed installation of amenities and improvements.             |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CD of all plans in PDF format   |

**PRELIMINARY DEVELOPMENT PLAN INFORMATION**

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| Your Check                          | City Check                          | Description  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Application  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Fees   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Owner(s) Affidavit   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | The initial submittal will require two (2) copies of the plan.   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Subsequent submittal will require fifteen (15) 8 1/2" x 14 bound color textual and visual report   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Scope  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction which explains the land use and zoning characteristics  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Overall project area   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Number of proposed dwelling units  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Number of phases   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Mixed use areas  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Parks  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Schools  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Trails   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Special amenities  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Location   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Overall location of the project  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Location of differing proposed land  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Land features - description and location of existing physical features   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Drainage canals  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Irrigation canals  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Flood plains   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Slope slopes   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Infrastructure   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ditches  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Easements  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Improvement and amenities installation - this portion of the report shall explain which development improvements and amenities are being selected for proposed density bonus |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | a/a Exactly how the criterion is being met   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | a/b The purpose of the improvement or amenity  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | a/c Describe how the improvement or amenity serve the development (outside of increasing   |



**DEVELOPMENT PLAN  
WEST SIDE PLANNING AREA  
PLANNED COMMUNITY  
PLANNED RESIDENTIAL DEVELOPMENT**

- overall density
- Define what is being installed to meet the criterion by giving the number, type and or placement of each type of improvement or amenity feature (i.e. traffic calming devices etc.)
- Zoning regulations  
Explain how the City zoning regulations apply to the proposed development - including the following:
  - Minimum and average lot area
  - Minimum and average lot width
  - Setback information based on garage placement
  - Minimum living area per each proposed structure type
  - Maximum and average height of each proposed structure type
- Building and structures
  - Number and placement of each dwelling/structure type
  - Direct reference on the plan to specific building elevations
- Fencing and wall - explain and indicate the following:
  - Placement
  - Height
  - Type
  - Maintenance responsibilities
  - Elevation
- Lighting - explain and indicate the following:
  - Placement
  - Height
  - Style(s)
  - Elevation/profile
  - Light
  - Light base
  - Fixture
- Public and private use areas - explain areas which will serve as either public or private use areas
  - Recreational
  - Open space
  - Park
  - School
  - Public utility
- Landscaping - identify the following:
  - Location
  - Amount sqft
  - Purpose
- Reimbursement of Public
  - Explain and specify all improvements, facilities and amenities that meet the criteria and eligibility for a reimbursement agreement

o See Proposed Development Agreement in Separate Application



**DEVELOPMENT PLAN  
WEST SIDE PLANNING AREA  
PLANNED COMMUNITY  
PLANNED RESIDENTIAL DEVELOPMENT**

- Include as an appendix or insert throughout the report detailed renderings and drawings of the following
- Existing land use and zoning surrounding the proposed development
  - Location of all abutting structures within 100 ft
  - Identify all abutting property owners
- Exterior elevations of all sides or exterior perspectives of the following:
- Residential buildings
  - Mixed use buildings
  - Monuments
  - Gateway features
  - any additional structures
- Residential development
- Building envelope of every lot
  - Lot dimensions
  - Building footprint
  - Lot area
- Street layout system
- Parking layout
  - Parking stalls
  - Ingress and egress areas
  - Emergency lanes
  - Medians
- Location of existing services
- Water
  - Sanitary sewer
  - Storm Drain
  - Electricity
  - Natural gas
- Copy of preliminary site plan showing:
- Site plan
  - Landscape and irrigation plan
  - Fencing/wall plan
  - Lighting
- Copy of preliminary subdivision or condominium plan showing:
- Slope analysis map for projects with a slope in excess of 10%
  - Drainage ways
  - Roadway plans
  - Traffic impact study (if applicable)
  - Existing public facilities/amenities

CD of all plans in PDF format



CITY OF WEST JORDAN
COMMUNITY DEVELOPMENT APPLICATION

8000 South Redwood Road
(801) 569-5180

20-26-326-003-4001
20-26-326-003-4002
20-26-101-004-4001

Slidwell # 20-26-101-004-4002 Acreage: Lots: Zoning: A-20

Project Location: NW Corner of 7800 South and 5800 West

Project Name: Copper Rim

Type of Application: [ ] Subdivision [ ] Conditional Use Permit
[ ] Site Plan [ ] General Land Use Amendment
[ ] Rezone [ ] Agreement
[ ] Condominium [ ] Other

Applicant: Colin Wright Company: CW LAND Co.

Address: 1222 West Legacy Crossing Blvd. #6

City: Centerville State: Utah Zip: 84014

Telephone: Office: (801)721-9079 Cell:

Email bryan@cw.land

Property Owner: Craig D. Jensen and Richard H. Jensen

Address: 1222 West Legacy Crossing Blvd. #6

City: Centerville State: UT Zip: 84014

Telephone: Office: (801)888-5528 Cell:

Email colin@cw.land

Engineer: Dave Peterson Company: Horrocks Engineers

Address: 2162 W. Grove Parkway, Suite 400

City: Pleasant Grove State: UT Zip: 84062

Telephone: Office: (801)763-5277 Cell:

Email davep@horrocks.com

Architect: Eric Osth, AIA Company: Urban Design Associates

Address: 3 PPG Place, 3rd Floor

City: Pittsburgh State: PA Zip: 15222

Telephone: Office: (412)263\_5200 Cell: (412)225-0435

Email

SIGNATURE: DATE:

Project #: Date:
Received By: ODA PLANNING ENGINEERING

# WEST JORDAN DEVELOPMENT APPLICATION REVIEW FEES



8000 South Redwood Road  
(801) 569-5180

Preliminary and Final Review fee amount includes two (2) reviews.  
Additional reviews will be charged the supplemental rate as noted.

The fees listed here are in no way a guarantee that these are the only fees assessed by the City of West Jordan.

## CONDITIONAL AND TEMPORARY USE PERMITS

<input type="checkbox"/> Conditional Use Permit – CUP	\$700
<input type="checkbox"/> Administrative Conditional Use Permit - CUPA	\$350
<input type="checkbox"/> Engineering Review Fee - ECUP	\$200
<input type="checkbox"/> Amended Conditional Use - ACUP	\$200
<input type="checkbox"/> Temporary Use Permit Planning Commission - TUPC	\$350
<input type="checkbox"/> Temporary Use Permit Administrative - TUP	\$150
<input type="checkbox"/> Temporary Use Permit Renewal - TUPR	\$150

## GENERAL PLAN AND ZONE AMENDMENTS

<input type="checkbox"/> General Land Use Map Amendment – PRG	\$1,590
<input type="checkbox"/> General Land Use Text Amendment -- MPA	\$2,010
<input type="checkbox"/> Zone Change Review --ZCR	\$1,590
<input type="checkbox"/> Zone Text Amendment --ZTA	\$2,010

## AGREEMENTS AND DEVELOPMENT PLANS

<input type="checkbox"/> Agreement Request (Reimbursement, Franchise etc) -DRPA	\$1,000 Deposit plus Staff time
<input type="checkbox"/> Conceptual Development Plan – DPC	\$490
<input checked="" type="checkbox"/> Preliminary Development Plan – PDP	\$1,065 (includes 2 reviews)
<input type="checkbox"/> Preliminary Development Plan Supplemental –PDPS	\$83.50 Hourly Charge
<input type="checkbox"/> Final Development Plan – FDP	\$850 (includes 2 reviews)
<input type="checkbox"/> Final Development Plan Supplemental – FDPS	\$84 Hourly Charge
<input type="checkbox"/> Revised Preliminary Development Plan – RPP	\$850 (includes 2 reviews)
<input type="checkbox"/> Revised Preliminary Development Plan Supplemental - RPDS	\$84 Hour Charge
<input type="checkbox"/> Revised Final Development Plan – RFP	\$850 (includes 2 reviews)
<input type="checkbox"/> Revised Final Development Supplemental - FDPS	\$84 Hourly Charge
<input checked="" type="checkbox"/> Engineering Review Fee - EAPR	\$350

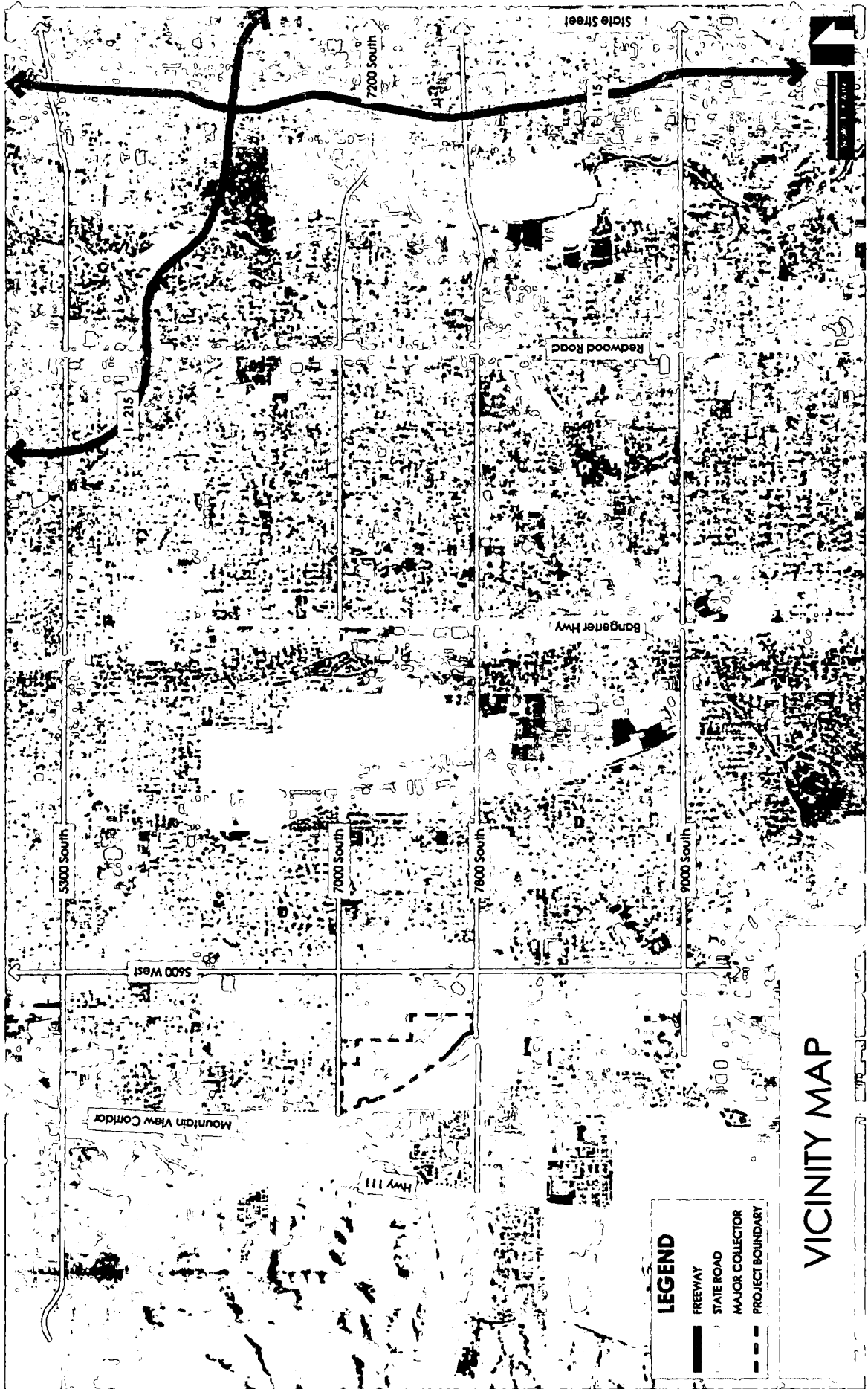
## MISCELLANEOUS

<input type="checkbox"/> Amended Subdivision Condition – ASC	\$450 (includes 2 reviews)
<input type="checkbox"/> Amended Subdivision Condition Supplemental - SASCS	\$88 Hourly Charge
<input type="checkbox"/> Annexation - RRA	\$2375 (includes 2 reviews)
<input type="checkbox"/> Annexation Supplemental Review - RRAS	\$82 Hourly Charge
<input type="checkbox"/> Concept Plan Meeting – CPM	\$500
<input checked="" type="checkbox"/> Design Review Committee – ARC	\$250
<input type="checkbox"/> Development Time Extension -- DTE	\$150
<input type="checkbox"/> Miscellaneous PC Application -- MPC	\$400
<input type="checkbox"/> Request for Modification of Eng Design Standards-RMDS	\$500
<input type="checkbox"/> Request for Modification of Design Standards WAW	\$1,150
<input type="checkbox"/> Request for Deferral –DEF	\$1,150
<input type="checkbox"/> Sheet Change Correction – SCC	\$41 per Sheet
<input type="checkbox"/> Street Vacation - ROWV	\$1490 (includes 2 reviews)
<input type="checkbox"/> Street Vacation Supplemental Review- RIVVS	\$81.50 Hourly Charge
<input type="checkbox"/> Subdivision Vacation - SVA	\$1490 (includes 2 reviews)
<input type="checkbox"/> Subdivision Vacation Supplemental Review - SVAS	\$81.50 Hourly
<input type="checkbox"/> Zoning Administration / Interpretation – ZAIN	\$52 per Hour
<input type="checkbox"/> Zoning Verification Letter -- ZVL	\$50





## APPEALS

<input type="checkbox"/> Board of Adjustments Variance Request – VRA	\$800
<input type="checkbox"/> Board of Adjustment Expansion of Non-Conforming Use –VRE	\$800
<input type="checkbox"/> Sign Plan Review/Appeal – SPP	\$250
<input type="checkbox"/> City Council -ACC	\$1,150
<input type="checkbox"/> Appeal of Administrative Decision - SPA	\$980
<input type="checkbox"/> Appeal to Board of Adjustments – ABAD	\$250

# SCOPE



**LEGEND**

-  FREEWAY
-  STATE ROAD
-  MAJOR COLLECTOR
-  PROJECT BOUNDARY

**VICINITY MAP**

## Zoning & Land Use

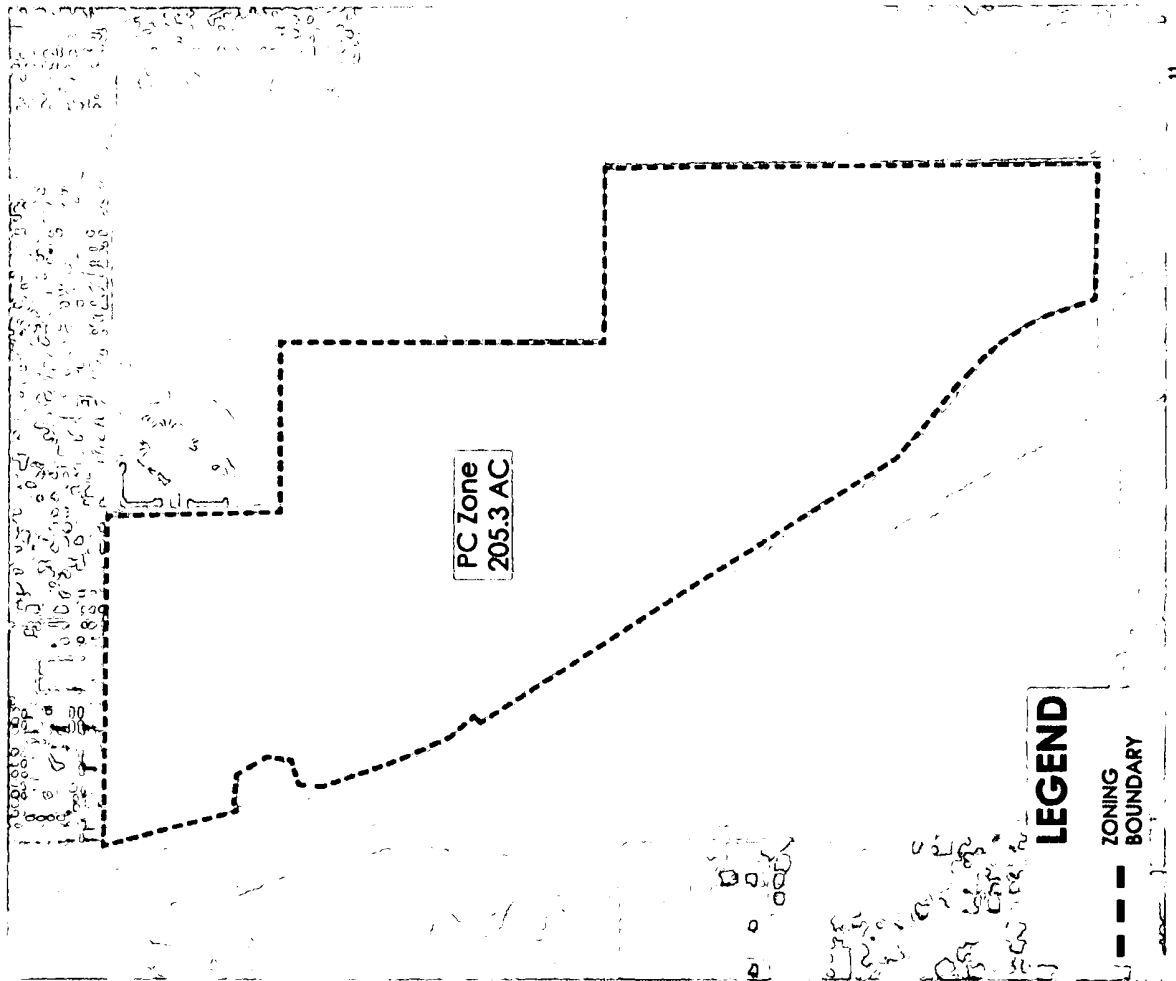
The Copper Rim project is a 205-acre mixed use development located in West Jordan City between 7000 South and 7800 South, from approximately 5900 West to the Mountain View Corridor. The land has historically been zoned A-20 agriculture, but was recently changed to Planned Community (PC). This zone change brings the property more in line with other adjacent properties that have recently been developed and/or approved as commercial or residential development. The construction of Mountain View corridor (MVC) has significantly altered the character of the property in terms of visibility, land use potential, and access. The close proximity to MVC creates both opportunities and challenges for future land uses within the property. As a result, the master plan includes a mix of medium and higher density residential products, along with a proposed commercial center on 7800 South.

The Preliminary Development Plan calls for 753 residential units, comprised of Preserve Lots, Cottage Lots, Townhomes, and Age Restricted Units. The Copper Rim project also includes a 38.4-acre commercial parcel and a 3.8 acre church site. The average residential density for the medium density area is 4.9 du/ac.

Open space is the central unifying feature within the plan with multiple open spaces that are visually prominent from collector streets. A few of the local streets within the project are also single loaded in order to preserve visual exposure of open space for the majority of residents. Neighborhoods are organized around the open space network that includes a community clubhouse, an amphitheater, a community garden, tot lots, passive and active recreation areas, pocket parks, patios, greens, miles of trails, and the natural open space drainage corridor associated with Dry Wash.

A great deal of planning effort went into making sure that residential units adjacent to collector streets don't have any driveway curb-cuts onto the collector. All residential units fronting onto collector streets are either alley-headed, or have a side-on condition taking access from an intersecting local street. This will create an enhanced pedestrian experience along all collector streets within the project.

The Copper Rim project is comprised of 9 development phases. Proposed phase boundaries were designed to provide adequate infrastructure and access to development parcels that are large enough to sustain construction for a reasonable period. No new schools will be provided in the plan. Negotiations with the school district determined that residents within the projects can be adequately served by existing nearby schools.

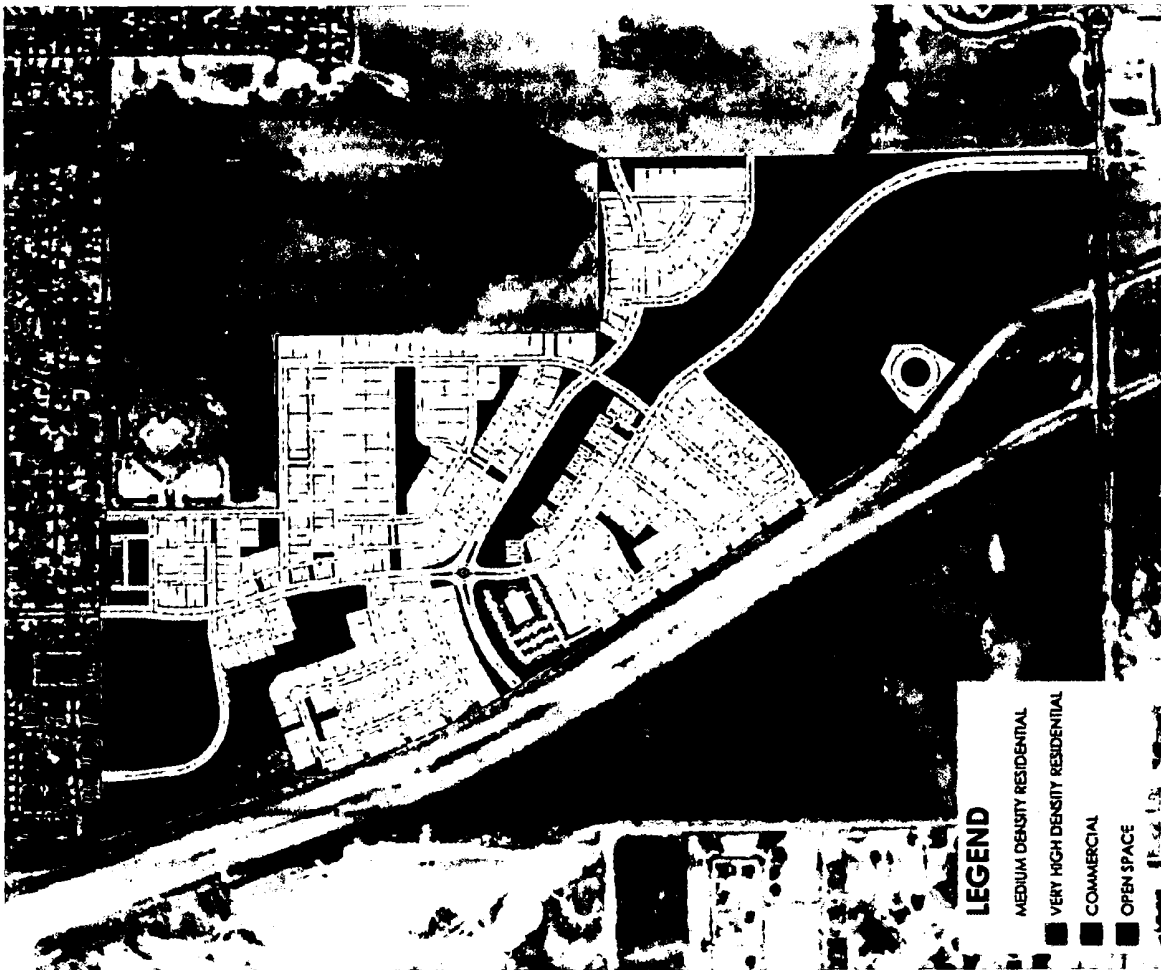




# Use Map and Buildout Allocation

**TABLE 1 - BUILDOUT ALLOCATION**

USE	ACRES
MEDIUM DENSITY RESIDENTIAL	152.3 ac
VERY HIGH DENSITY RESIDENTIAL	14.6 ac
COMMERCIAL	38.4 ac
<b>TOTAL ACRES</b>	<b>205.3 ac</b>



**LEGEND**

- MEDIUM DENSITY RESIDENTIAL
- VERY HIGH DENSITY RESIDENTIAL
- COMMERCIAL
- OPEN SPACE

## Density Designation

As seen in the Density Designation diagram to the right, Copper Rim is broken up into three zoning distinctions: Commercial, Medium Density Residential, and Very High Density Residential. The following paragraphs will break down each zoning distinction by acreage, total units, roads, area above 30% slope, and other undevelopable acreage (See Title 13-5C-6-A2 and Title 13-5C-6-B).

### Commercial:

The commercial area as shown in the Density Designation diagram is 38.4 acres. Within this parcel there are no residential units, therefore the density for this area is zero units per acre.

### Medium Density Residential:

The medium density residential area is 152.3 acres, and includes the 3.8 acre institutional phase, and the two acre water tank. There are 42.3 acres of road, and 2.5 acres of area above 30% slope, which leaves 103.7 acres of developable land. Within the medium density residential area are 138 preserve lots, 313 cottage lots, and 61 townhome lots for a total unit count of 512. The average net density for the medium density area is 4.9 du/ac (512 units/103.7 acres)

### Very High Density Residential:

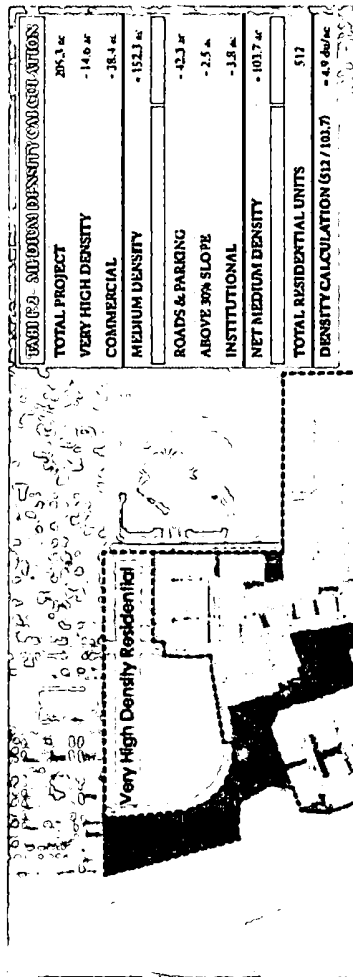
The very high density residential area is 14.6 acres, and encompasses part of phase 8, and part of phase 9. The dividing line between the medium density and very high density residential areas runs along the ROW edge as shown in the Lot Breakdown diagram. There are two acres of roads in this zoning distinction, and no acres above 30% slope which leaves 12.6 acres of developable land. Within the very high density residential area are 204 age restricted units, 32 townhomes, and 5 cottage lots for a total of 241 overall units. The average net density for the very high density residential area is 19.1 du/ac (241 units/12.6 acres)

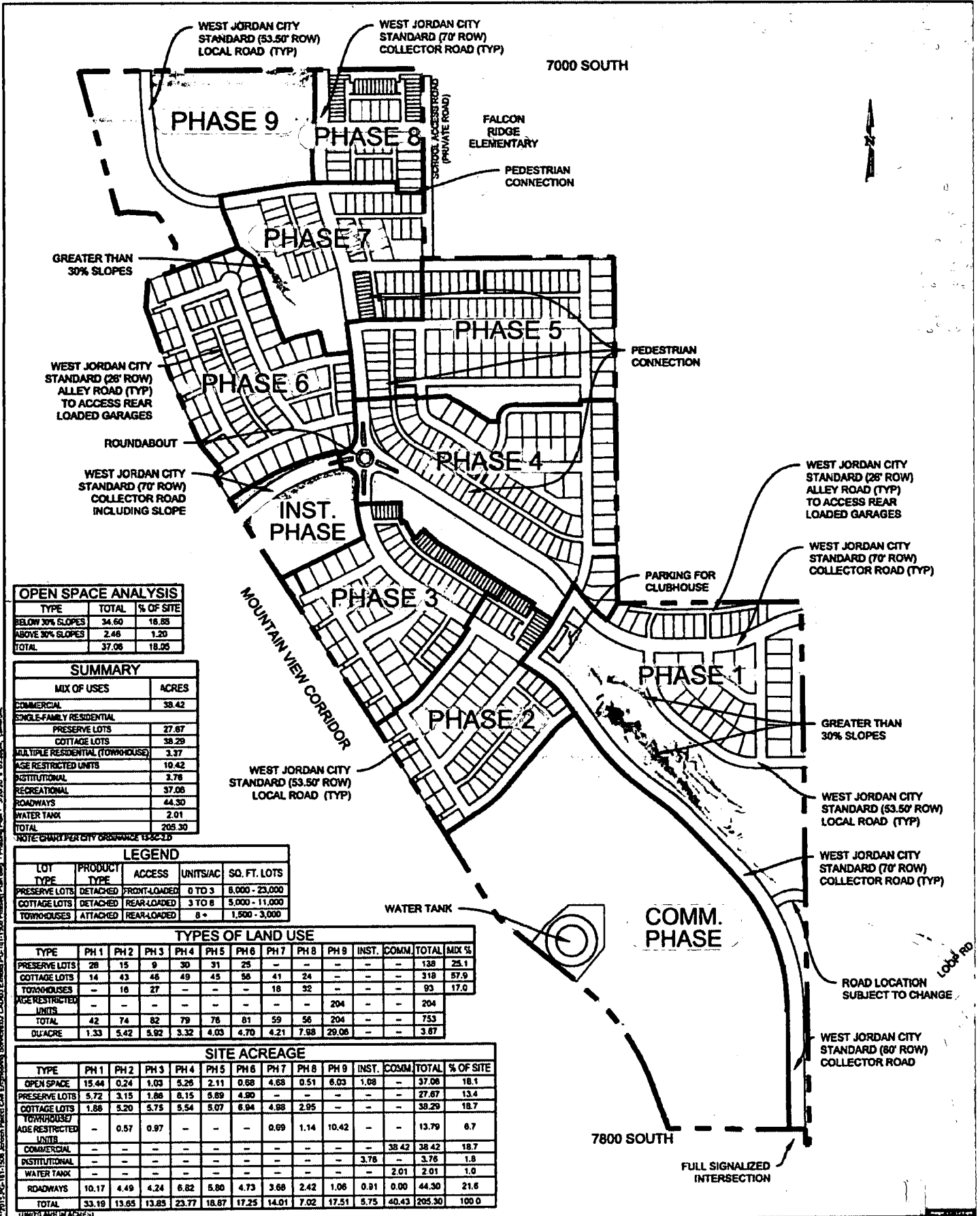
### Overall Density:

The overall density is calculated by totaling the total number of units, divided by the combined developable area of the entire development. There are 753 units (512 medium density units + 241 very high density units) in the development and 155.8 acres of developable land (38.4 commercial acres + 103.7 medium density acres + 12.6 very high density acres). 753 units divided by 154.7 acres of developable land equals 4.9 du/ac for the entire development. Townhomes constitute 16.9% of the total unit count excluding the age restricted units.

### Lot Types:

Relative to West Jordan's land use classification, low, medium, high, and very high density land use categories, Copper Rim contains 138 medium density lots (preserve lots), 318 high density lots (cottage lots), and 297 very high density lots (townhomes and age restricted units). The product types and density designation listed in this preliminary concept development plan are in harmony with the goals set forth by the West Jordan Comprehensive General Plan which are: vibrant economic development, efficient transportation, sustainable growth, infrastructure and quality design, and responsive, transparent and trusted communication. The plan includes an extensive trail system and cluster design scenarios which allow for larger areas of open space. It also seeks to give a range of residential housing types in order to provide housing opportunities for all age groups and income levels.





TYPE	TOTAL	% OF SITE
BELOW 30% SLOPES	34.60	16.85
ABOVE 30% SLOPES	2.48	1.20
TOTAL	37.08	18.05

MIX OF USES	ACRES
COMMERCIAL	38.42
SINGLE-FAMILY RESIDENTIAL	
PRESERVE LOTS	27.67
COTTAGE LOTS	38.29
MULTIPLE RESIDENTIAL (TOWNHOUSE)	3.37
AGE RESTRICTED UNITS	10.42
INSTITUTIONAL	3.76
RECREATIONAL	37.06
ROADWAYS	44.30
WATER TANK	2.01
TOTAL	205.30

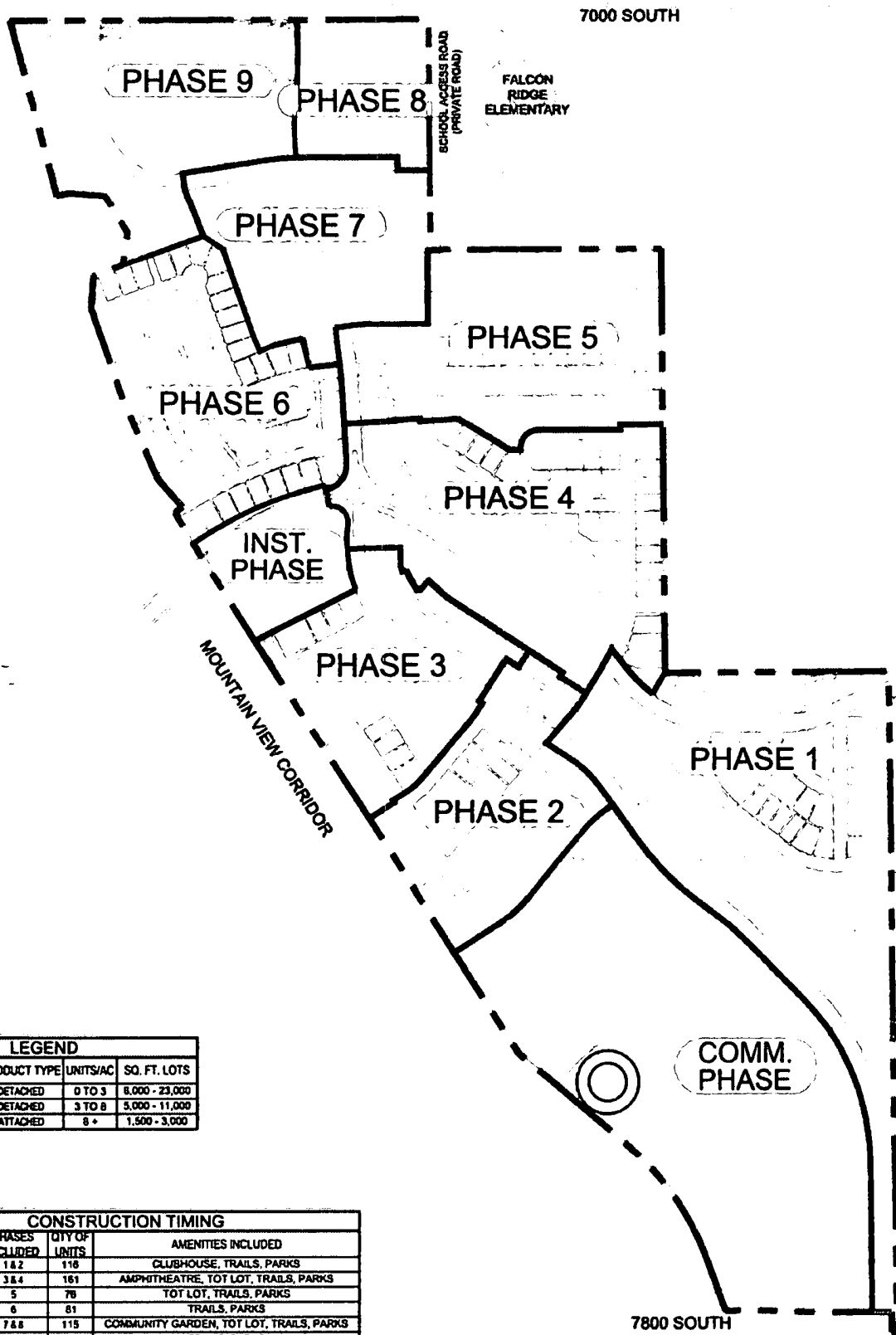
NOTE: CHART PER CITY ORDINANCE 15-06-23

LOT TYPE	PRODUCT TYPE	ACCESS	UNITS/AC	SO. FT. LOTS
PRESERVE LOTS	DETACHED	FRONT-LOADED	0 TO 3	8,000 - 23,000
COTTAGE LOTS	DETACHED	REAR-LOADED	3 TO 8	5,000 - 11,000
TOWNHOUSES	ATTACHED	REAR-LOADED	8 +	1,900 - 3,000

TYPE	PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8	PH 9	INST.	COMM.	TOTAL	MIX %
PRESERVE LOTS	29	15	9	30	31	25	--	--	--	--	--	139	25.1
COTTAGE LOTS	14	43	45	49	45	56	41	24	--	--	--	318	57.9
TOWNHOUSES	--	16	27	--	--	--	16	32	--	--	--	93	17.0
AGE RESTRICTED UNITS	--	--	--	--	--	--	--	--	204	--	--	204	
TOTAL	42	74	82	79	76	81	59	56	204	--	--	753	
DU/ACRE	1.33	5.42	5.92	3.32	4.03	4.70	4.21	7.98	29.06	--	--	3.67	

TYPE	PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8	PH 9	INST.	COMM.	TOTAL	% OF SITE
OPEN SPACE	15.44	0.24	1.03	5.26	2.11	0.68	4.68	0.51	6.03	1.08	--	37.08	18.1
PRESERVE LOTS	5.72	3.15	1.86	6.15	5.69	4.90	--	--	--	--	--	27.67	13.4
COTTAGE LOTS	1.68	5.20	5.75	5.54	5.07	6.94	4.98	2.95	--	--	--	38.29	18.7
TOWNHOUSES	--	0.57	0.97	--	--	--	0.69	1.14	10.42	--	--	13.79	6.7
AGE RESTRICTED UNITS	--	--	--	--	--	--	--	--	--	38.42	--	38.42	18.7
COMMERCIAL	--	--	--	--	--	--	--	--	--	3.76	--	3.76	1.8
INSTITUTIONAL	--	--	--	--	--	--	--	--	--	2.01	--	2.01	1.0
WATER TANK	--	--	--	--	--	--	--	--	--	--	2.01	2.01	1.0
ROADWAYS	10.17	4.49	4.24	6.82	5.80	4.73	3.68	2.42	1.06	0.91	0.00	44.30	21.6
TOTAL	33.19	13.65	13.65	23.77	18.87	17.25	14.01	7.02	17.51	5.75	40.43	205.30	100.0

<b>HORROCKS</b> ENGINEERS	2152 West Grove Parkway Suite 400 Pleasant Grove, UT 84052 (301) 783-0100	<b>C.W.</b> <b>LAND</b>	<b>CONCEPT DEVELOPMENT PLAN</b> DEVELOPMENT PLAN JENSEN PARCEL WEST JORDAN, UTAH	<b>EXHIBIT D1</b>	SCALE: 1" = 600'
					DATE: 20 MAR 2018



**LEGEND**

LOT TYPE	PRODUCT TYPE	UNITS/AC	SQ. FT. LOTS
PRESERVE LOTS	DETACHED	0 TO 3	8,000 - 23,000
COTTAGE LOTS	DETACHED	3 TO 8	5,000 - 11,000
TOWNHOUSES	ATTACHED	8 +	1,500 - 3,000
AGE-RESTRICTED			
RECREATIONAL			
INSTITUTIONAL			
COMMERCIAL			

**CONSTRUCTION TIMING**

YEAR OF CONSTRUCTION	PHASES INCLUDED	QTY OF UNITS	AMENITIES INCLUDED
2018	1 & 2	116	CLUBHOUSE, TRAILS, PARKS
2019	3 & 4	161	AMPHITHEATRE, TOT LOT, TRAILS, PARKS
2020	5	78	TOT LOT, TRAILS, PARKS
2021	6	81	TRAILS, PARKS
2022	7 & 8	115	COMMUNITY GARDEN, TOT LOT, TRAILS, PARKS
MARKET DRIVEN	9	204	TRAILS, PARKS
MARKET DRIVEN	COMMERCIAL	N/A	TBD
MARKET DRIVEN	INSTITUTIONAL	N/A	NONE

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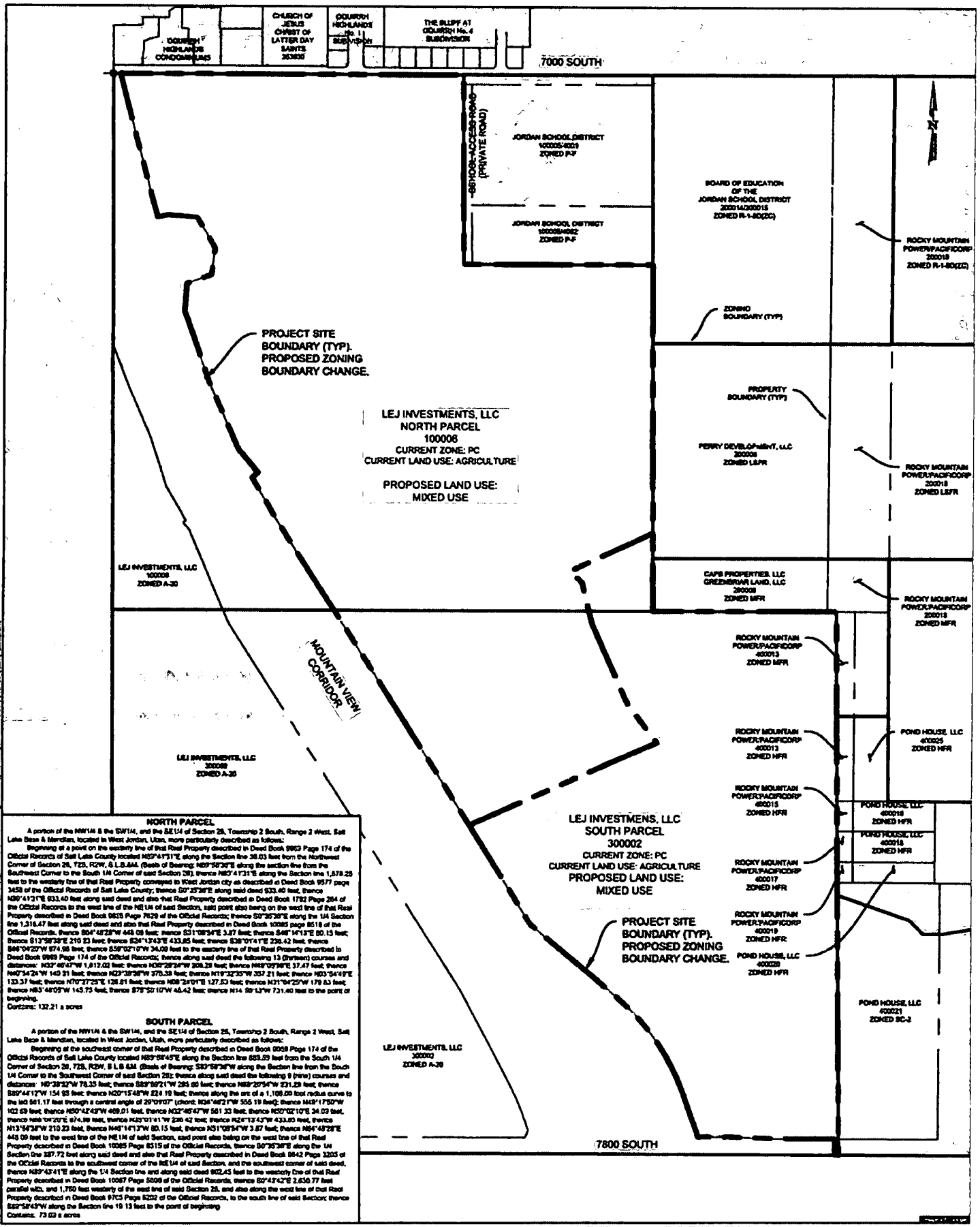
**HORROCKS ENGINEERS**  
 2162 West Grove Parkway  
 Suite 400  
 Pleasant Grove, UT 84002  
 (301) 763-2100

**C.W. LAND**  
 co

**CONSTRUCTION TIMING PLAN**  
 DEVELOPMENT PLAN  
 JENSEN PARCEL  
 WEST JORDAN, UTAH

EXHIBIT CT1

SCALE:  
 1" = 600'  
 DATE:  
 18 MAR 2018



PROJECT SITE BOUNDARY (TYP). PROPOSED ZONING BOUNDARY CHANGE.

LEJ INVESTMENTS, LLC  
NORTH PARCEL  
100008  
CURRENT ZONE: PC  
CURRENT LAND USE: AGRICULTURE  
PROPOSED LAND USE:  
MIXED USE

LEJ INVESTMENTS, LLC  
300008  
ZONED A-30

**NORTH PARCEL**

A portion of the NE 1/4 of the SW 1/4, and the SE 1/4 of Section 26, Township 2 South, Range 2 West, Salt Lake Basin & Meridian, located in West Jordan, Utah, more particularly described as follows:  
Beginning at a point on the westerly line of that Real Property described in Deed Book 9823 Page 174 of the Official Records of Salt Lake County located N20°47'31"E along the Section line 38.03 feet from the Northwest Corner of Section 26, T2S, R2W, & L.B.M.M. (Beds of Bearing: N89°59'30"E along the section line from the Southwest Corner to the South 1/4 Corner of said Section 26), thence N67°47'31"E along the Section line 1,878.28 feet to the westerly line of that Real Property conveyed to West Jordan City as described in Deed Book 9577 page 345 of the Official Records of Salt Lake County, thence S27°27'30"E along said deed 833.40 feet, thence N09°41'31"E 833.40 feet along said deed and also that Real Property described in Deed Book 1782 Page 264 of the Official Records in the west line of the NE 1/4 of said Section, said point also being on the west line of that Real Property described in Deed Book 9823 Page 174 of the Official Records, thence S27°27'30"E along the 1/4 Section line 1,318.47 feet along said deed and also that Real Property described in Deed Book 10285 page 8518 of the Official Records, thence S04°48'28"W 448.08 feet, thence S31°08'54"E 3.87 feet, thence S48°14'13"E 80.15 feet, thence S13°59'30"E 210.23 feet, thence S24°17'43"E 433.85 feet, thence S38°07'41"E 236.42 feet, thence S48°04'20"W 874.98 feet, thence S58°08'01"W 36.50 feet to the easterly line of that Real Property described in Deed Book 9863 Page 174 of the Official Records, thence along said deed the following 13 (thirteen) courses and distances: N27°46'47"W 1,612.03 feet, thence N02°28'24"W 308.28 feet, thence N68°09'36"E 37.47 feet, thence N40°34'24"W 145.21 feet, thence N23°28'30"W 370.38 feet, thence N19°32'25"W 337.21 feet, thence N03°34'41"E 133.37 feet, thence N70°27'25"E 128.81 feet, thence N08°34'01"E 127.53 feet, thence N31°04'25"W 178.83 feet, thence N63°48'09"W 145.75 feet, thence S78°50'10"W 48.42 feet, thence N14°59'13"W 731.40 feet to the point of beginning.  
Contains: 132.21 acres

**SOUTH PARCEL**

A portion of the NW 1/4 of the SW 1/4, and the SE 1/4 of Section 26, Township 2 South, Range 2 West, Salt Lake Basin & Meridian, located in West Jordan, Utah, more particularly described as follows:  
Beginning at the southeast corner of that Real Property described in Deed Book 9028 Page 174 of the Official Records of Salt Lake County located N89°59'45"E along the Section line 653.29 feet from the South 1/4 Corner of Section 26, T2S, R2W, & L.B.M.M. (Beds of Bearing: S22°58'30"W along the Section line from the South 1/4 Corner to the Southwest Corner of said Section 26), thence along said deed the following 8 (eight) courses and distances: N0°39'32"W 78.33 feet, thence S89°59'21"W 285.80 feet, thence N89°27'54"W 231.29 feet, thence S89°44'12"W 154.95 feet, thence N20°15'48"W 224.10 feet, thence along the arc of a 1,108.00 foot radius curve to the S89°56'17 feet through a central angle of 29°07'07" (Point: N64°42'21"W 555.19 feet), thence N43°11'50"W 103.08 feet, thence N50°42'45"W 498.01 feet, thence N22°45'47"W 561.33 feet, thence N52°02'10"E 34.03 feet, thence N68°04'20"E 874.86 feet, thence N42°01'41"W 236.42 feet, thence N24°13'43"W 433.85 feet, thence N13°54'30"W 210.23 feet, thence N40°14'13"W 80.15 feet, thence N31°08'54"W 3.87 feet, thence N64°48'28"E 448.08 feet to the west line of the NE 1/4 of said Section, said point also being on the west line of that Real Property described in Deed Book 10285 Page 8518 of the Official Records, thence S67°50'20"E along the 1/4 Section line 1,317.77 feet along said deed and also that Real Property described in Deed Book 9843 Page 3205 of the Official Records to the southeast corner of the NE 1/4 of said Section, and the southwest corner of said deed, thence N89°43'41"E along the 1/4 Section line and along said deed 802.45 feet to the westerly line of that Real Property described in Deed Book 10067 Page 5000 of the Official Records, thence S0°42'42"E 2,630.77 feet parallel N62, and 1,780 feet westerly of the west line of said Section 26, and also along the west line of that Real Property described in Deed Book 8121 Page 5202 of the Official Records, to the south line of said Section, thence S27°58'45"W along the Section line 19.13 feet to the point of beginning.  
Contains: 79.83 acres

LEJ INVESTMENTS, LLC  
300002  
ZONED A-20

LEJ INVESTMENTS, LLC  
SOUTH PARCEL  
300002  
CURRENT ZONE: PC  
CURRENT LAND USE: AGRICULTURE  
PROPOSED LAND USE:  
MIXED USE

PROJECT SITE BOUNDARY (TYP). PROPOSED ZONING BOUNDARY CHANGE.

**HORROCKS ENGINEERS**  
2142 West Grove Parkway  
Suite 400  
Provo, Utah, UT 84602  
(801) 763-6100

**ZONING PLAN**  
GENERAL PLAN MAP AMENDMENT  
JENSEN PARCEL  
WEST JORDAN, UTAH

EXHIBIT GI  
16  
SCALE:  
1" = 600'  
DATE:  
23 AUG 2017

# RESIDENTIAL STANDARDS

# Overall Design Principles

Principle 1: Connect to the Environment

Principle 2: Provide Mobility Choices

Principle 3: Provide a Community for All Generations

# Design Principles

The consultant team proposed the following Design Principles based on the agreed upon project goals:

**PRINCIPLE 1: Connect to the Environment**

- Promote outdoor living
- Create safe routes to school
- Connect new trails to regional trails

**PRINCIPLE 2: Provide Mobility Choices**

- Design safe, calm streets that serve bikes and pedestrians as well as they do the automobile

**PRINCIPLE 3: Provide a Community for All Generations**

- Provide housing choices for people at various stages of life
- Design a live/work/play environment





# Concept Elevations of Structures

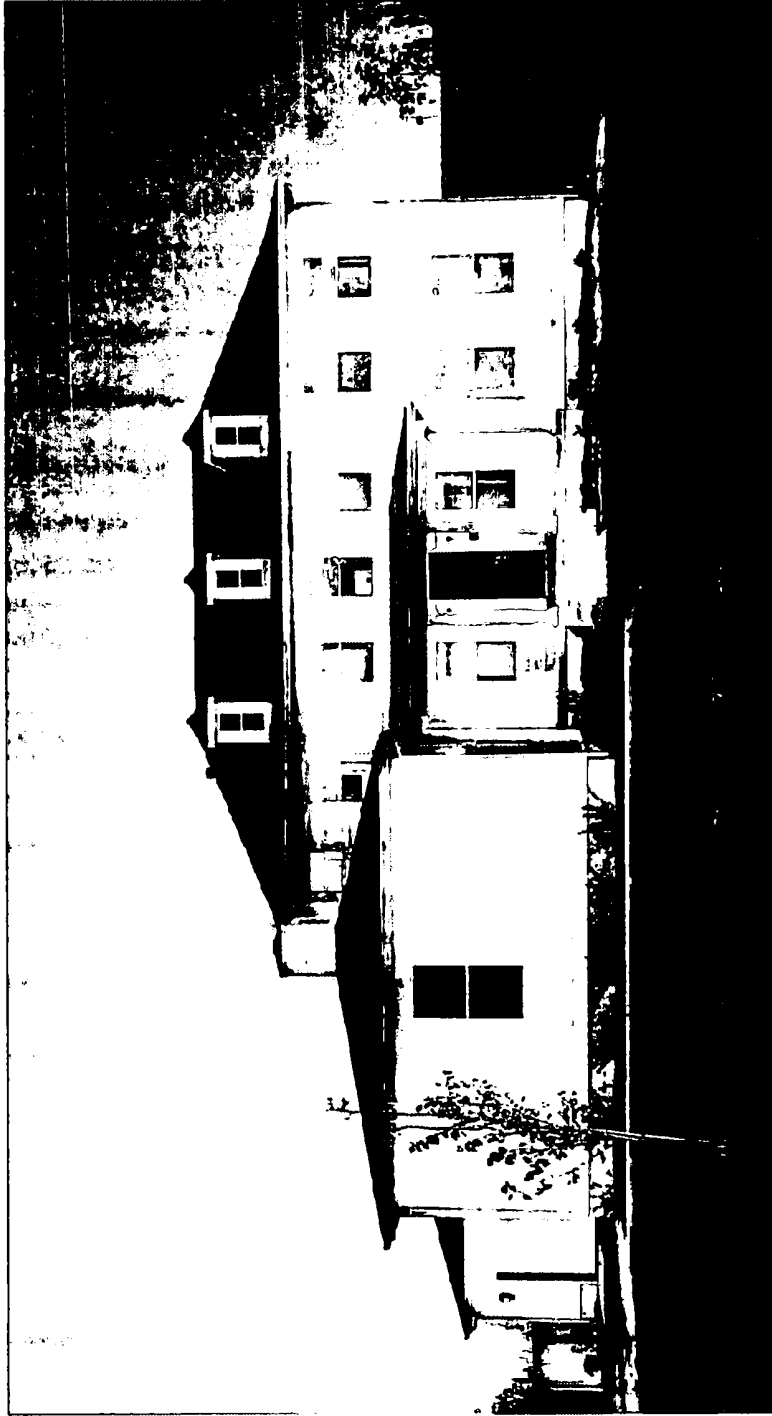
Product 1: Single-Family Preserve Lots

Product 2: Single-Family Cottage Lots

Product 3: Townhouse Lots

Product 4: Commercial

## Single-Family Preserve Lots



- » Largest lot type
- » 25% of single-family mix
- » 70' width (average)
- » 120' depth
- » Front-loaded
- » 2 Car Garage

### SINGLE FAMILY PRESERVE LOT

This is an example of a house that may be constructed as a Preserve Lot. The houses are large, front-loaded with garages to the side. In this example, and those that will be built in this property, the front door and porch are prominent, while the garages and driveway are de-emphasized.

Single-Family Preserve Lots



Single-Family Preserve Lots



## Single-Family Cottage Lots

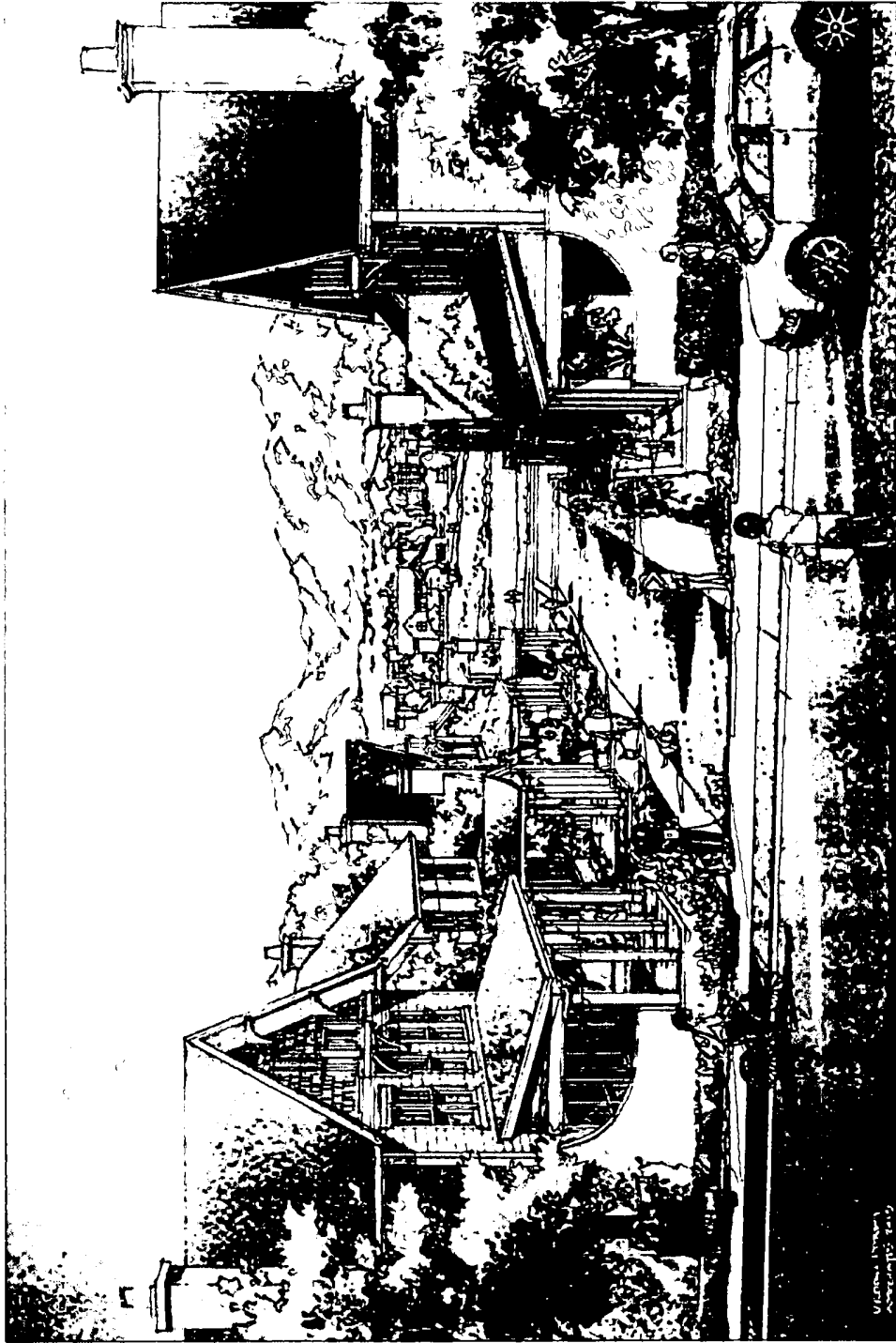
- » Smaller, detached lot type
- » 58% of single-family mix
- » 45' width (average)
- » 120' depth
- » Alley-loaded
- » 2 Car Garage



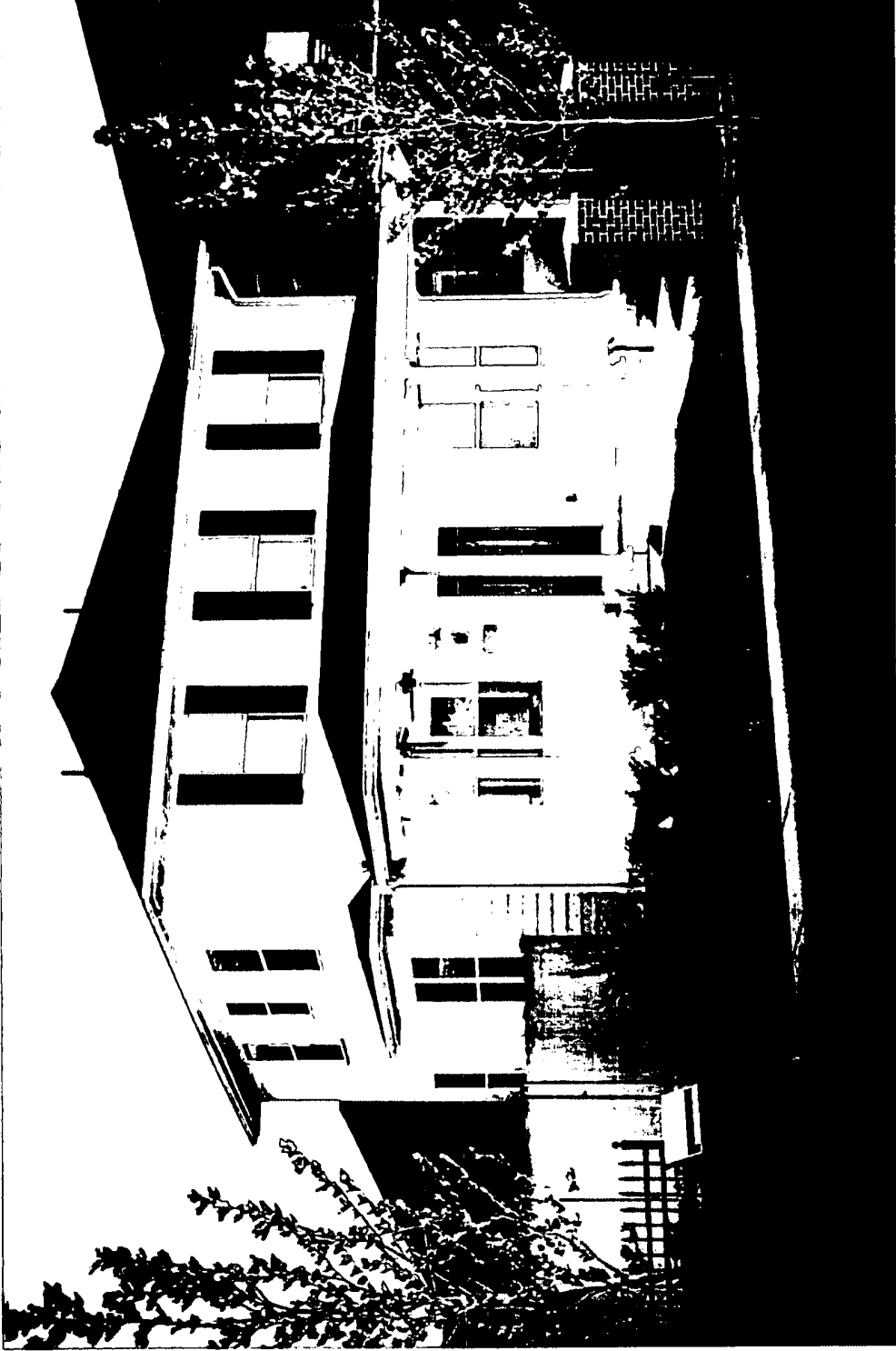
### SINGLE-FAMILY COTTAGE LOT

This is an example of a house that may be constructed as a Cottage Lot. The houses are smaller and are rear-loaded from an alley, allowing for a streetscape that is uninterrupted by driveways and garage doors.

Single-Family Cottage Lots



Single-Family Cottage Lots

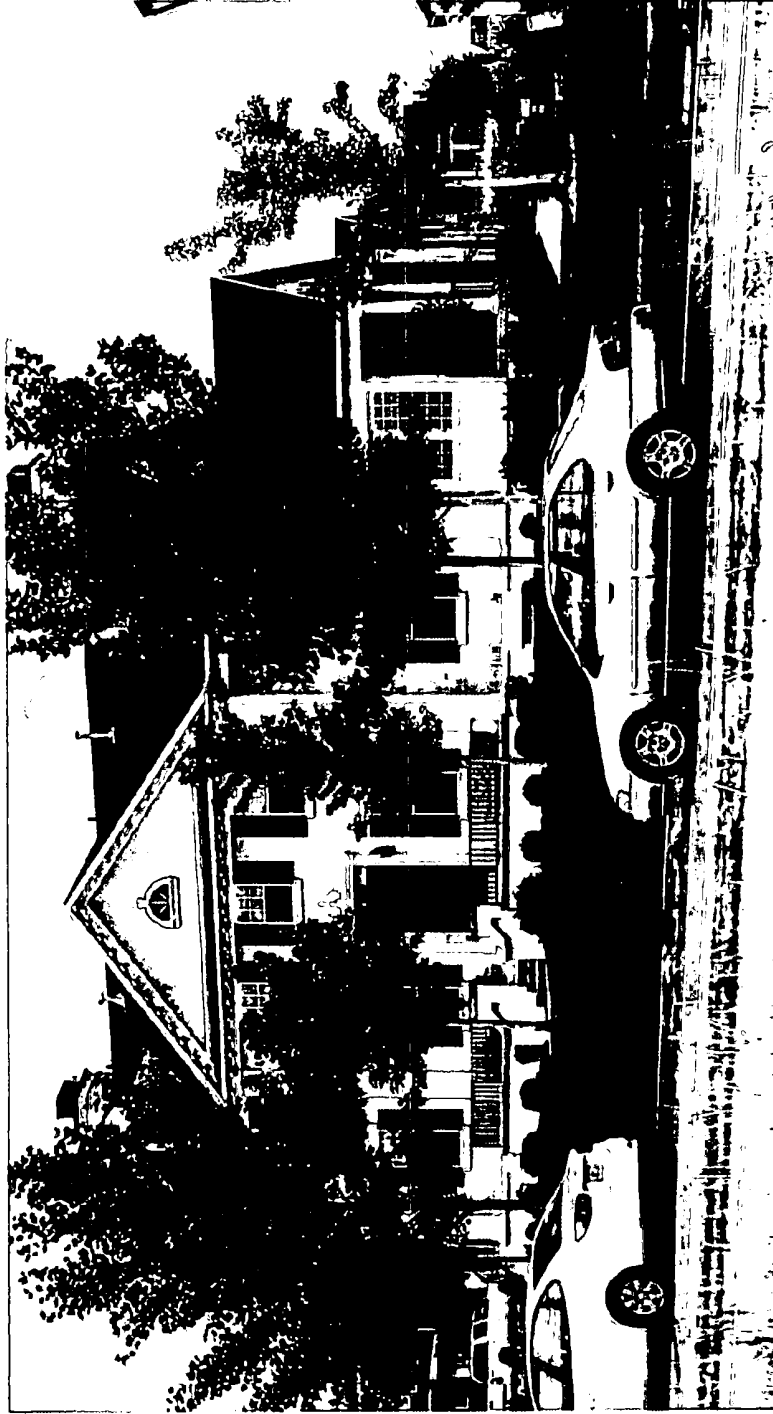


Single-Family Cottage Lots





## Townhouse Lots

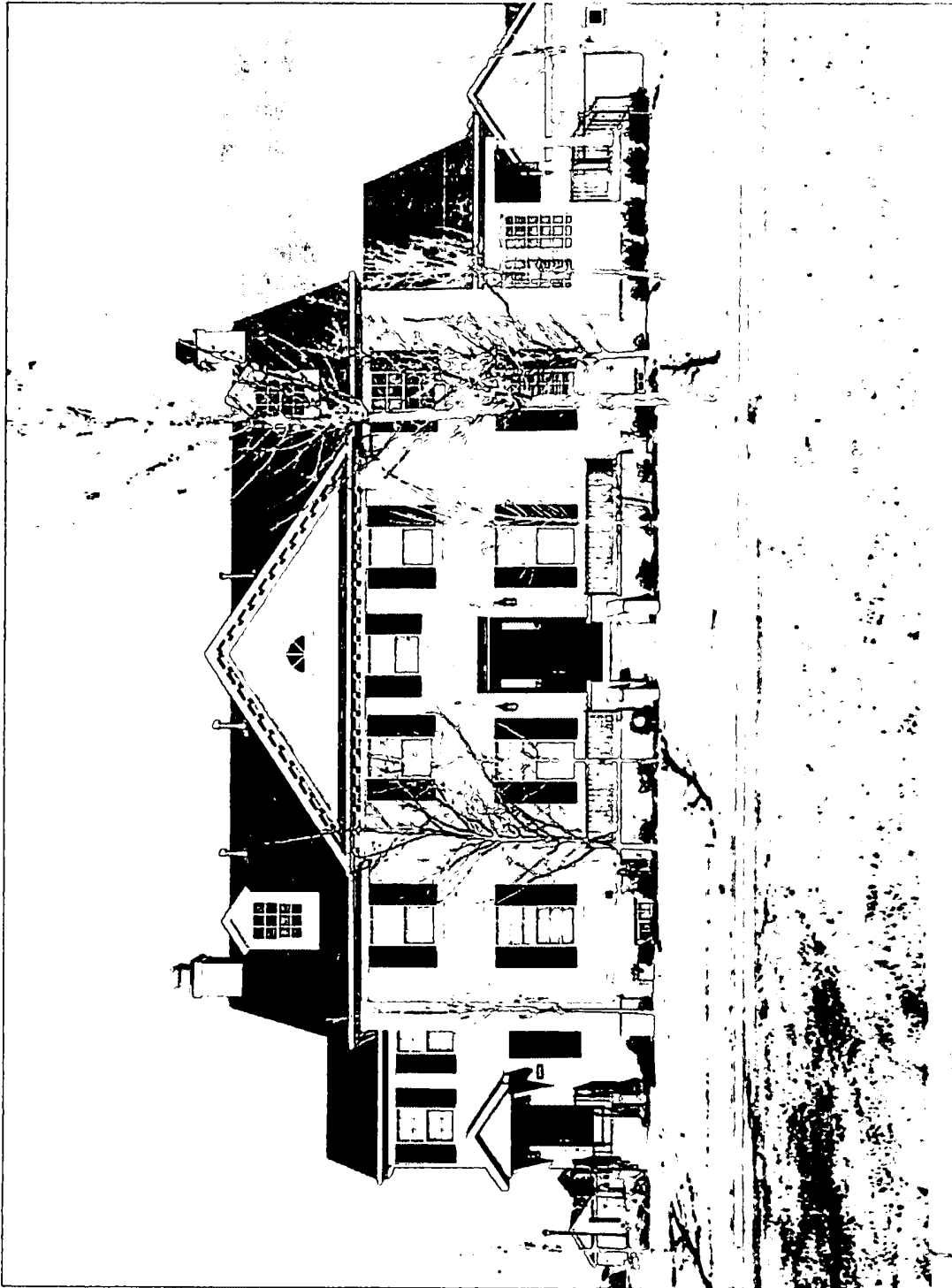


- » Attached, fee-simple units
- » 17% of single-family mix
- » 20' width (average)
- » 65' depth (average)
- » Alley-loaded
- » 2 Car Garage

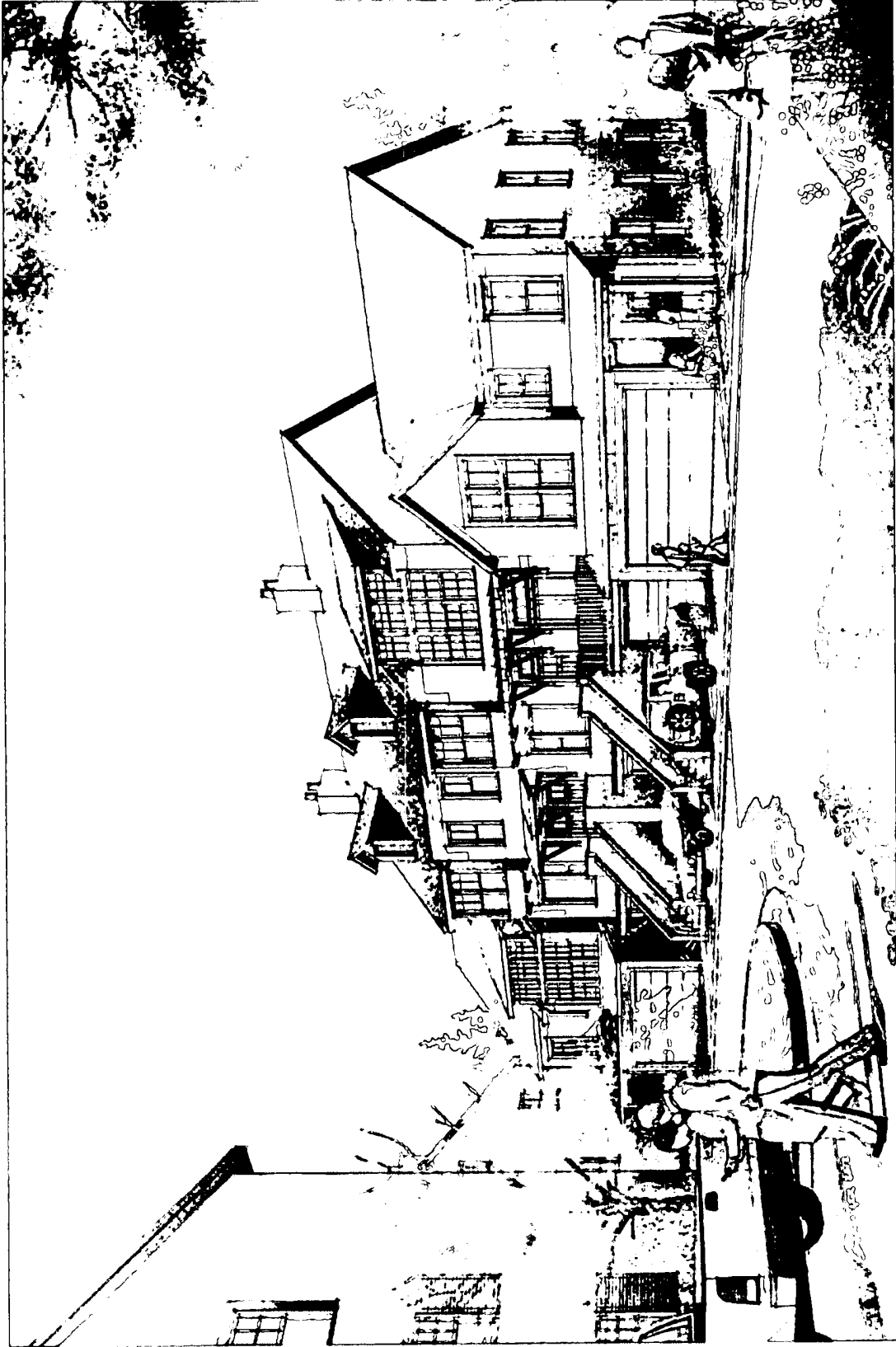
### TOWNHOUSE LOT

This is an example of a 'mansion' townhouse at nearby Daybreak, a community in South Jordan. These townhouses are grouped together under one roof form, creating the scale and look of a large single house. These types are effective starter homes for young families.

Townhouse Lots



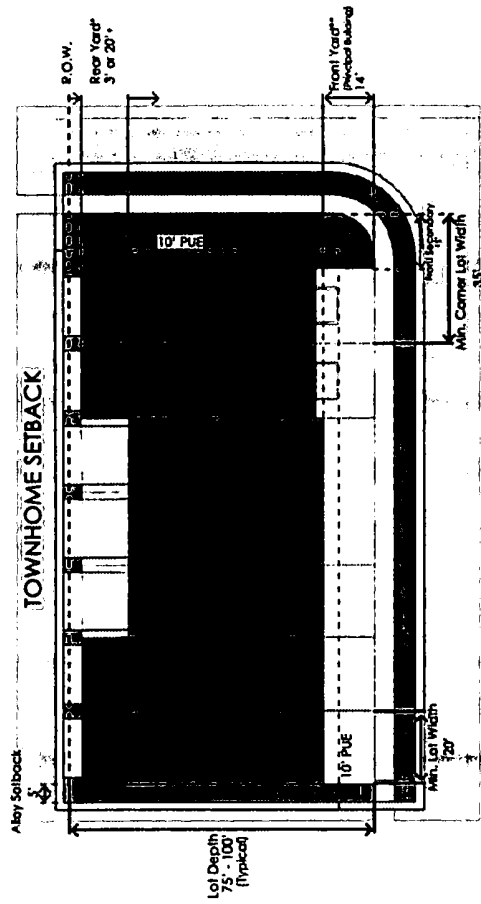
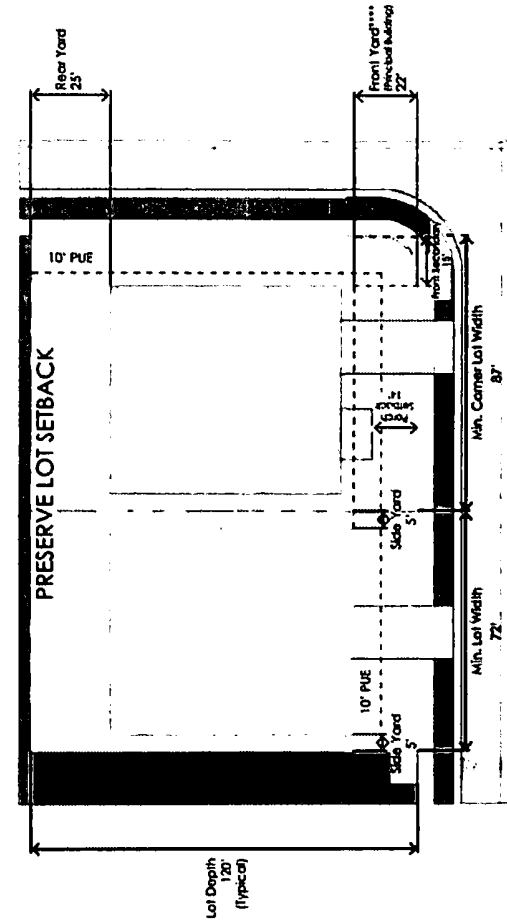
Townhouse Lots

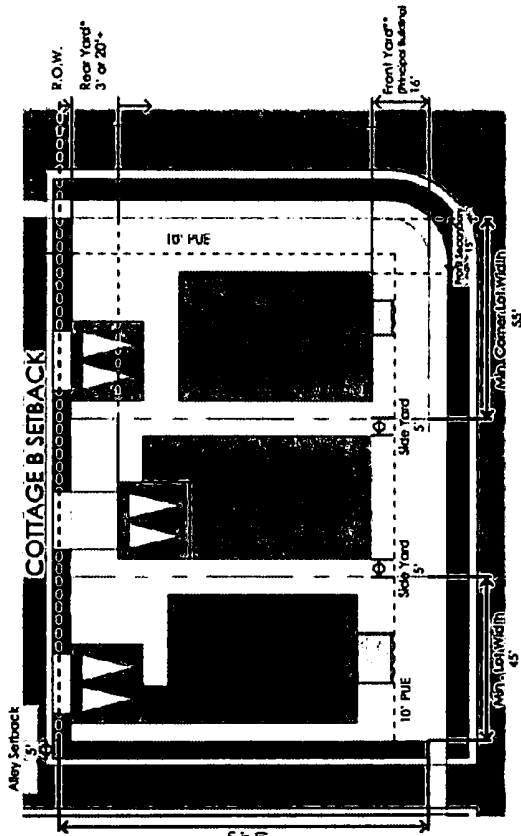


Townhouse Lots

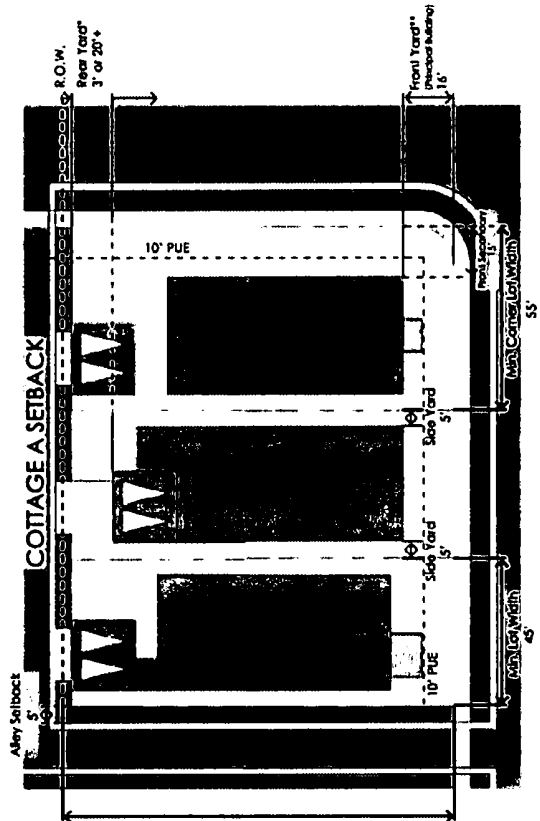


**GUIDING DEVELOPMENT STANDARDS - RESIDENTIAL**

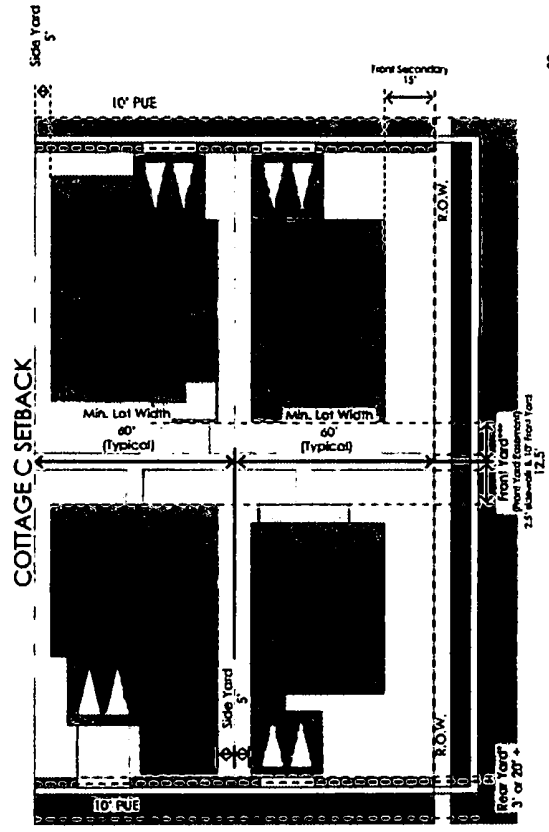




Lot Depth  
100'  
(Typical)



Lot Depth  
120'  
(Typical)



**TABLE 4 - RESIDENTIAL DIMENSIONS (TYPICAL)**

TYPE	DEPTH	WIDTH	HEIGHT	MINIMUM LOT WIDTH
TOWNHOME	75' - 100'	20'	40' MAX.	1,000 s.f.
COTTAGE A	120'	45'	35' MAX.	1,500 s.f.
COTTAGE B	100'	45'	35' MAX.	1,500 s.f.
COTTAGE C	100'	60'	35' MAX.	1,500 s.f.
PRESERVE LOT	120'	75'	35' MAX.	1,900 s.f.

Note - All setbacks shall be measured from lot line to the portion of the foundation wall closest to the lot line. Overhangs, roof eaves, vent stacks, etc. are permitted to protrude into setback area. Any retaining walls needed are also permitted to protrude into setback areas.

**TABLE 3 - RESIDENTIAL SETBACKS (MINIMUM)**

TYPE	FRONT YARD	FROM SECONDARY	SIDE YARD	REAR YARD
TOWNHOME	14'	15'	3' or 20'+	3' or 20'+
COTTAGE A	16'	15'	5'	3' or 20'+
COTTAGE B	16'	15'	5'	3' or 20'+
COTTAGE C	12.5'	15'	5'	3' or 20'+
PRESERVE LOT	22'	15'	5'	25'

• Where setbacks are greater than 10x 8' or 18' will be the required setback. For all other situations the 3' or less, and 16 or more will be the setback.  
 • Patches can encroach into front setback up to 10' from edge of R.O.W.  
 • Patches cannot encroach within front yard easement.  
 • Patches can encroach into front setback up to 14' from edge of R.O.W.

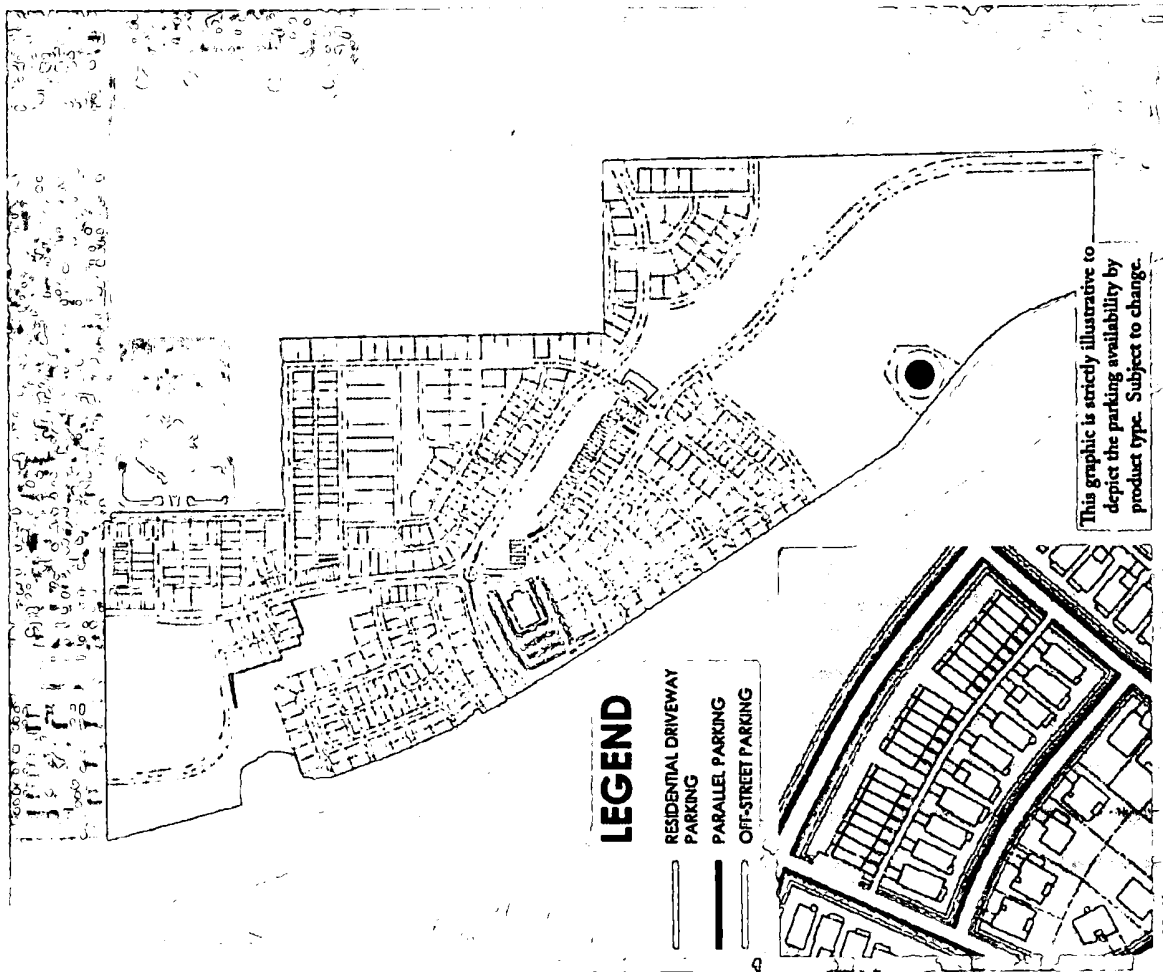
# Parking Plan

The Preserve, Cottage, and Townhome lot types will have a two car garage. Each will also have a driveway with room for two guest parking stalls. In addition to these stalls, which more than satisfy the total 2.25 required parking stalls per single-family dwellings and townhome units, on street and off street parking is available throughout the Copper Rim project (see table 5 below). For

**TABLE 5 - PARKING**

SINGLE-FAMILY DWELLINGS	2 spaces/unit
TOWNHOME UNITS	2 spaces/unit
GUEST PARKING (TOWNHOMES)	.25 spaces/unit
GENERAL FACILITIES FOR ELDERLY PERSONS	1.5 spaces/unit
<b>TOTAL UNITS</b>	<b>753 units</b>
<b>TOTAL REQUIRED PARKING (2/UNIT)</b>	<b>1,506 stalls</b>
<b>TOTAL GUEST PARKING REQUIRED (.25/UNIT)</b>	<b>189 stalls</b>
<b>TOTAL PARKING REQUIRED</b>	<b>1,695 stalls</b>
<b>GARAGES</b>	<b>1,098 stalls</b>
<b>DRIVEWAYS</b>	<b>1,098 stalls</b>
<b>OFF STREET STALLS*</b>	<b>62 stalls</b>
<b>PARALLEL PARKING</b>	<b>1,580 stalls</b>
<b>AGE RESTRICTED PARKING</b>	<b>459 stalls</b>
<b>TOTAL PARKING PROVIDED</b>	<b>4,297 stalls</b>
<b>SURPLUS PARKING</b>	<b>2,602 stalls</b>

\*To help emphasize the location of off-street parking, the site plan to the left indicates only off-street parking locations.



# AMENITIES & IMPROVEMENTS



# Amenities, General Landscape, and Open Space Areas

Amphitheater

Community Gardens

Pool/Clubhouse

Parks

Playgrounds

Trails

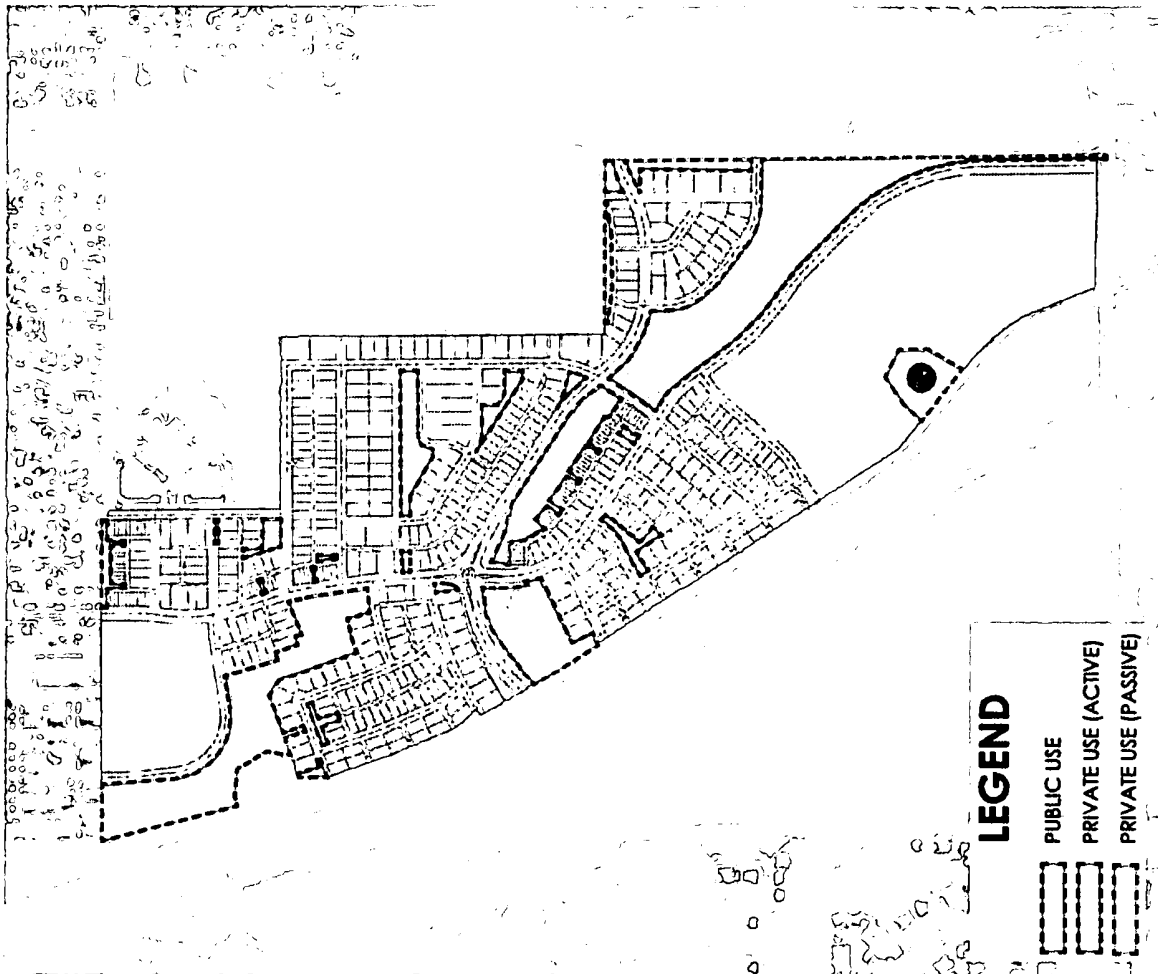
Natural Open Space

## Public and Private Use Areas

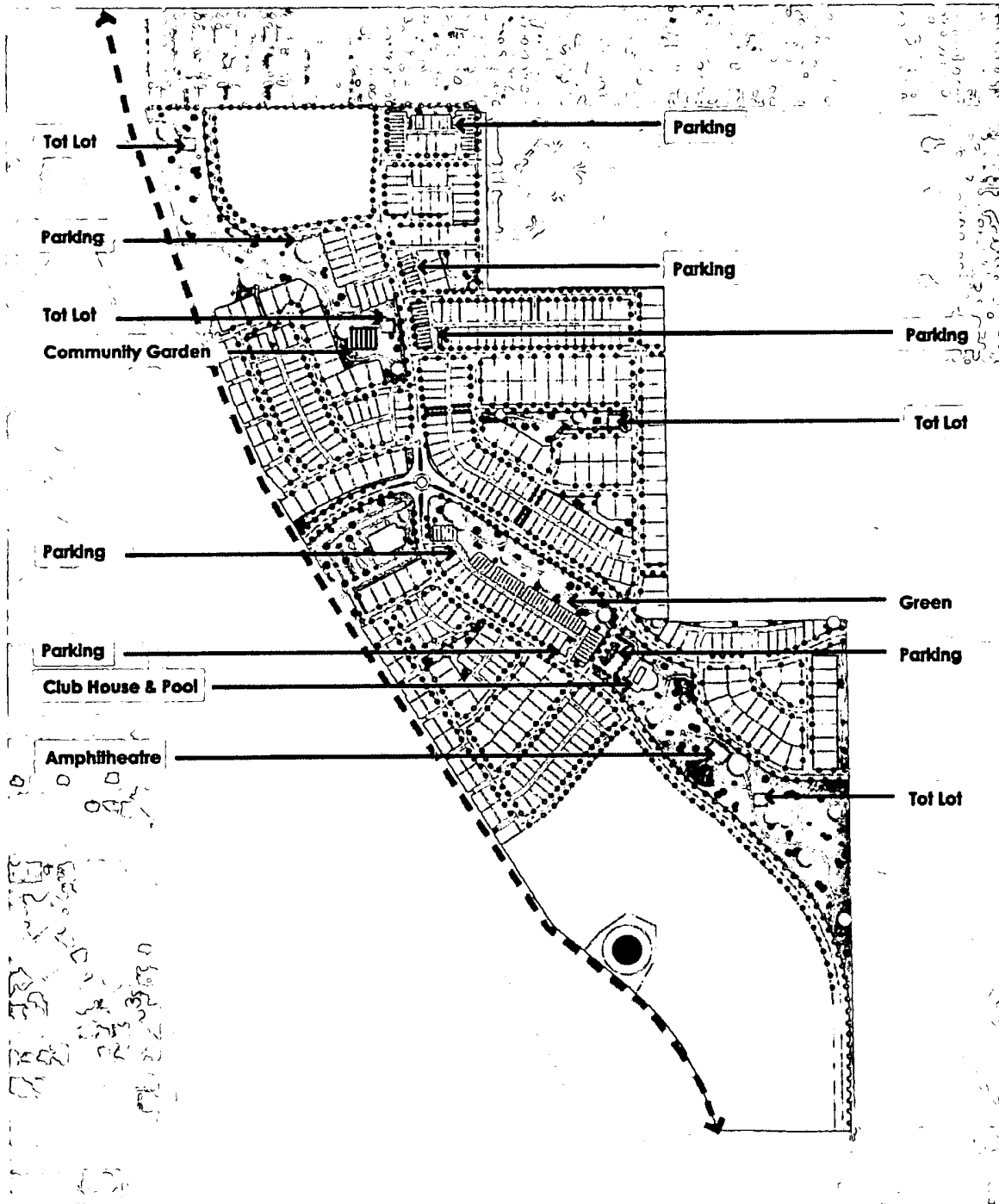
The Copper Rim project is arranged around its open space network, having the phases organized in a way as to allow for open space to be built in connection with, and in many cases prior to, residential properties. Each residential unit is no more than 500 feet away from multiple open space areas giving residents close proximity to outdoor recreational opportunities. These areas are situated in earlier phases and in visibly apparent locations to ensure access to active and passive recreational opportunities for residents to enjoy. The active and passive recreational areas include a club house, amphitheater, community garden, tot lots, pocket parks, paseos, greens, miles of trails, and the natural open space drainage corridor running the length of the development. The trail system and sidewalks connect all open space amenities to all residential units. This system of trails also connects residents to Falcon Ridge Elementary situated on the northeast corner of the development, the church in the western middle of the development, and the commercial area located on the southern portion of the development.

Over 35 acres of the 205.3 acre site are dedicated to open space and connecting residents to the open space amenities. In Title 13-5C-6-A2 of the PC Zone it states that a "minimum of fifteen percent (15%) of the gross area of a planned community shall be retained in permanent open space". The Copper Rim project contains 37.1 acres of open space (area in blue and green on public and private use area diagram to the left). Section 13-5C-6-B further clarifies the computation of gross area as "Land proposed to be devoted to vehicular streets or roads, parking, driveways, required setbacks, commercially paved areas and slopes greater than thirty percent (30%) shall not be included in computations of permanent open space". Removing these areas from the total acreage results in a net project area of 147 total acres, and 34.6 acres of open space. The resulting open space percentage for the Copper Rim project is 33.3%; significantly more than the minimum 15% required by the PC Zone.

If calculations for open space included all areas excluded by section 13-5C-6-B, the Copper Rim project would still attain the minimum requirement of 15% open space for the project having 16.9% of the gross project area being open space.



# LANDSCAPE / SPECIAL AMENITY PLAN



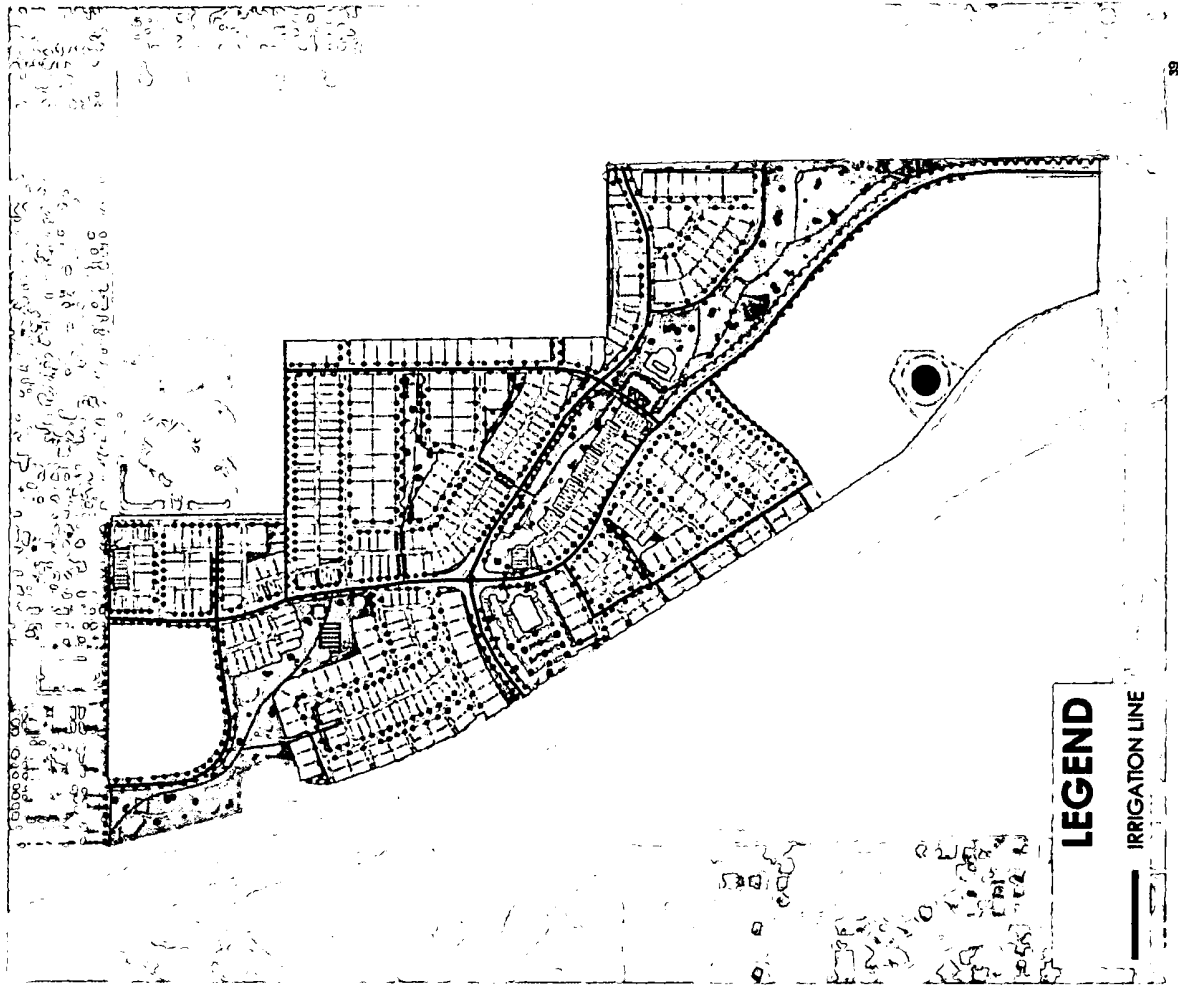
**TABLE 6 - OPEN SPACE SUMMARY**

OPEN SPACE	ACRES
COMMUNITY PLAN	205.3 ac
TOTAL OPEN SPACE	37.1 ac
OPEN SPACE GROSS %	16.9%
NET OPEN SPACE	34.6 ac
OPEN SPACE NET %	33.3 %

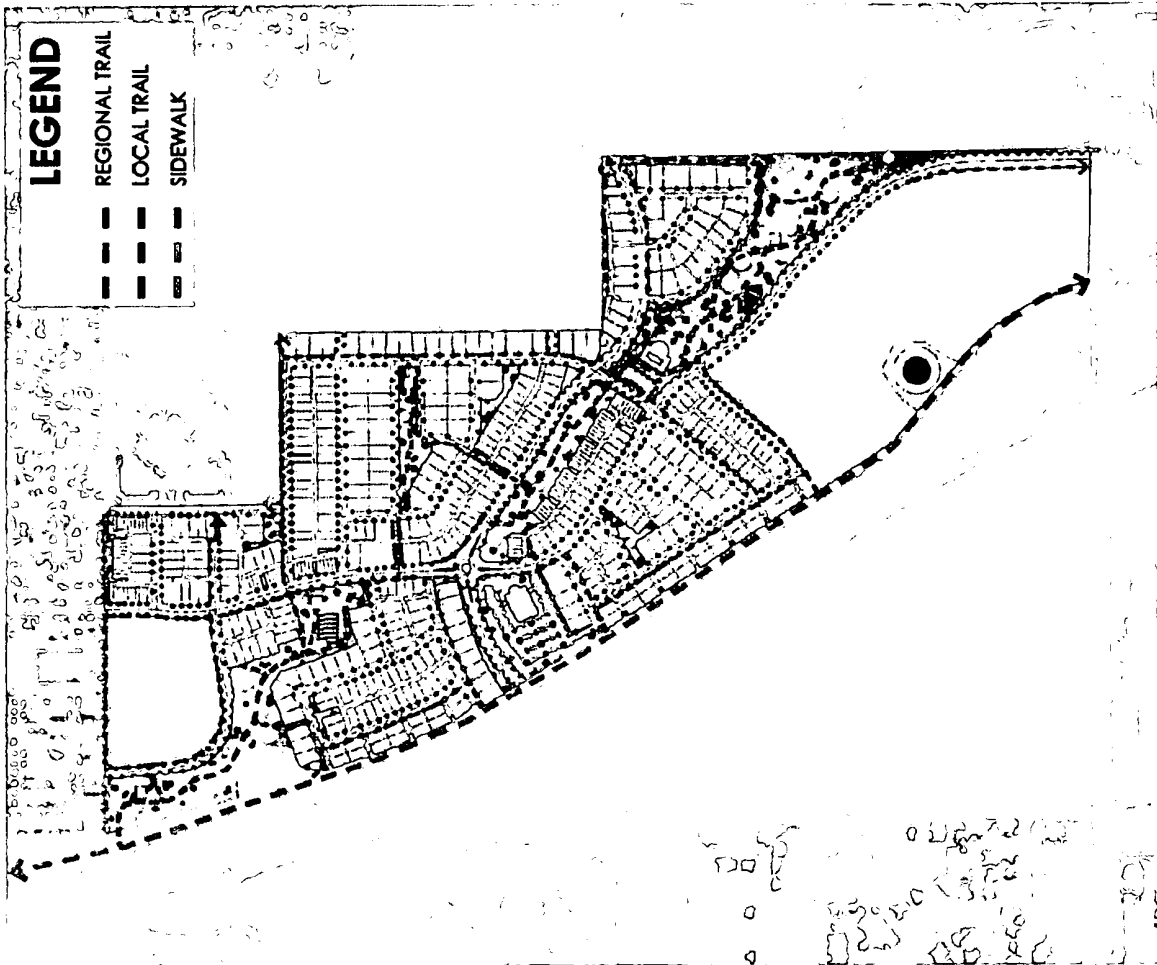
## LEGEND

--- REGIONAL TRAIL

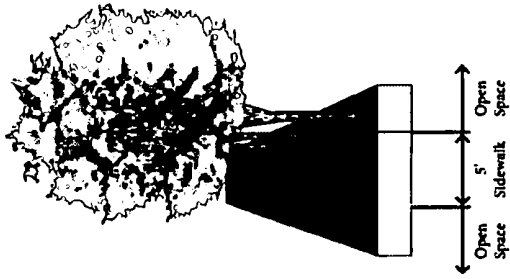
# Conceptual Irrigation Plan



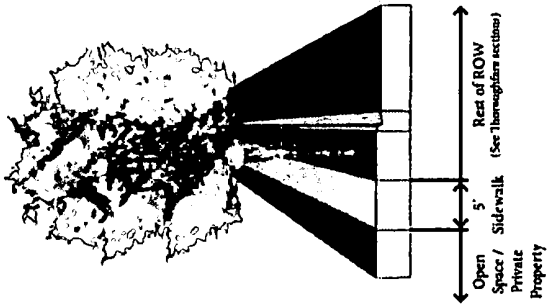
# Trail Plan



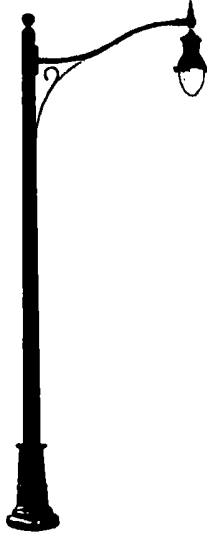
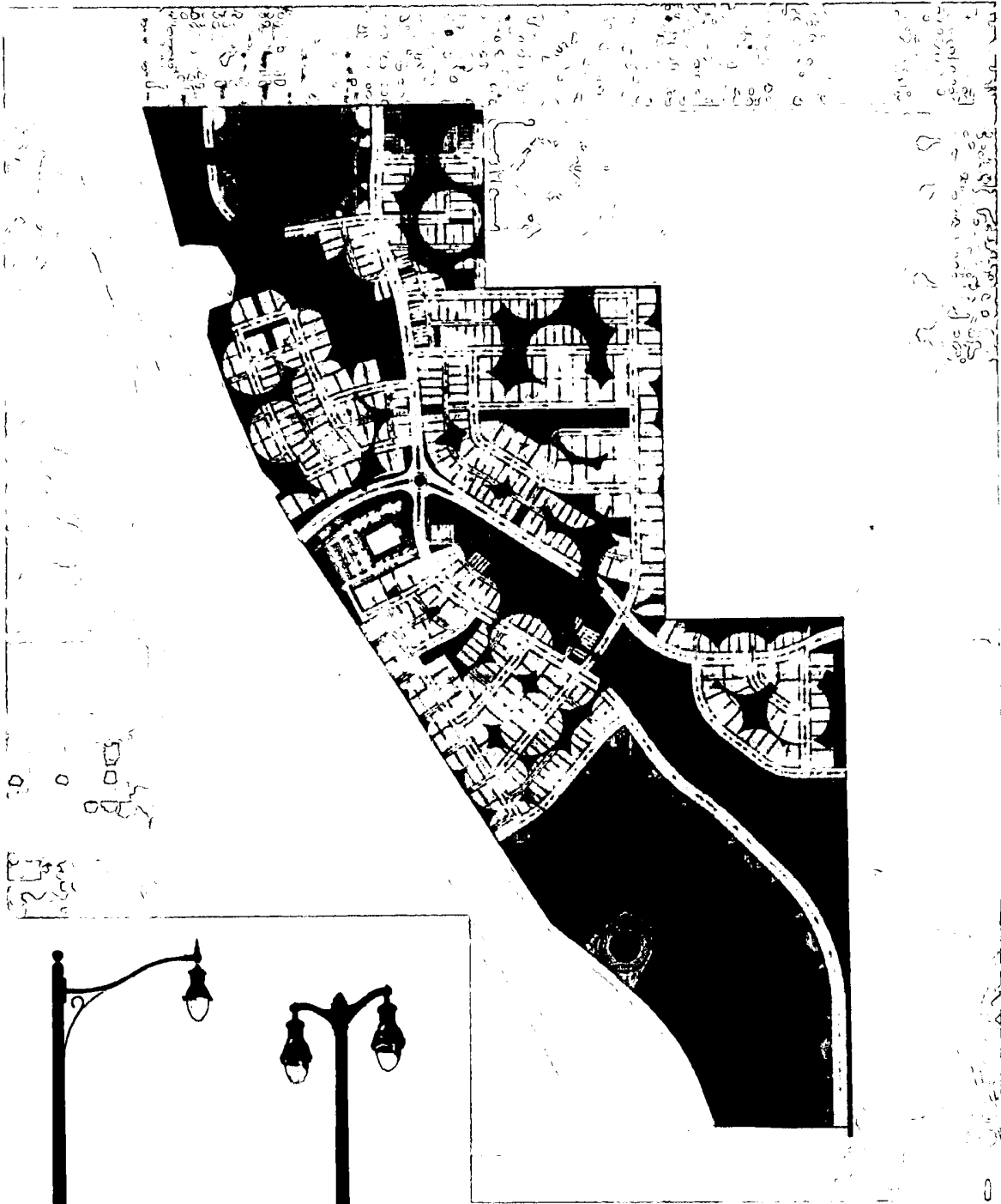
Local Trail Cross Section



Sidewalk Cross Section



# LIGHTING PLAN



Street Light Example



Pedestrian Light Example

## LEGEND



LIGHT POLE  
(Circles Represent  
120' and 300'  
Diameter)

## Fencing Plan

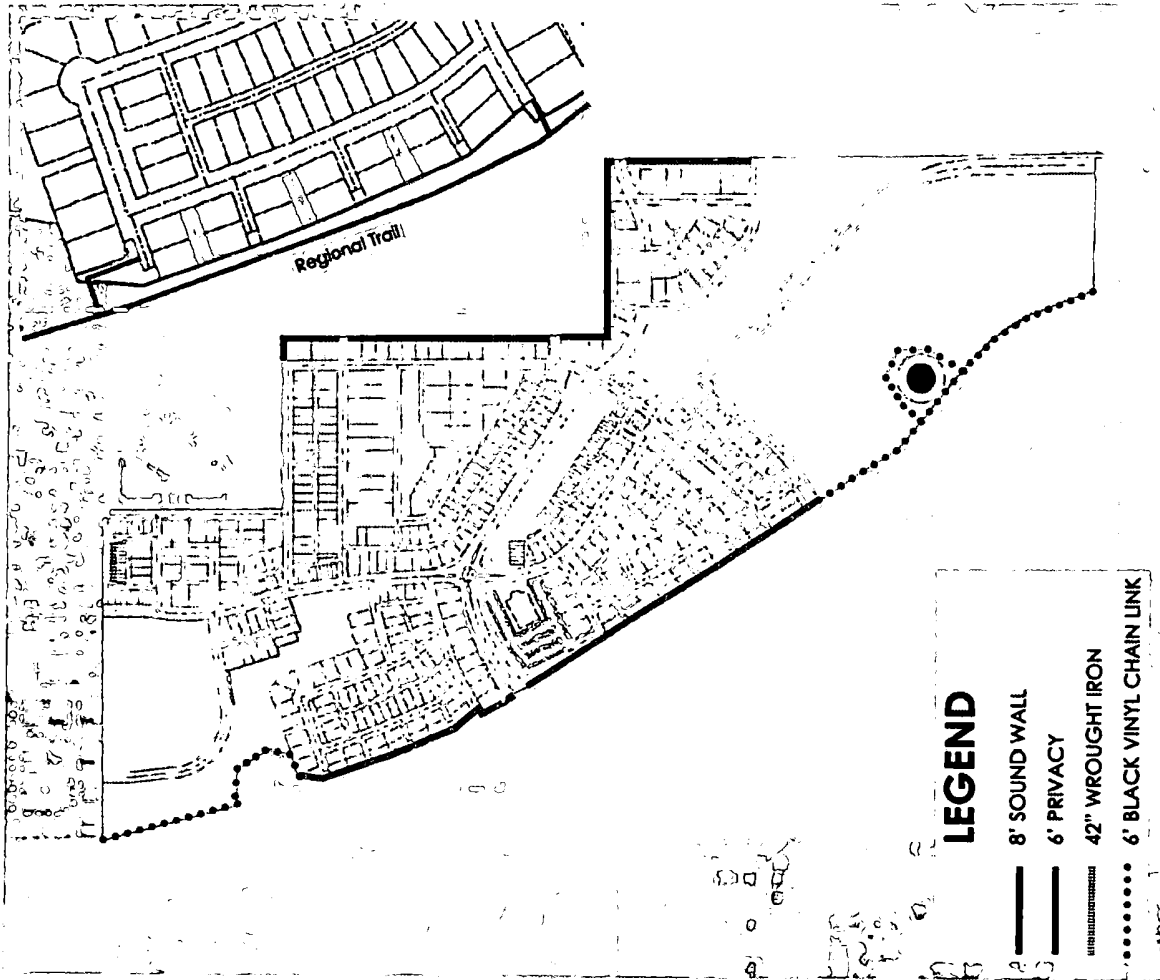
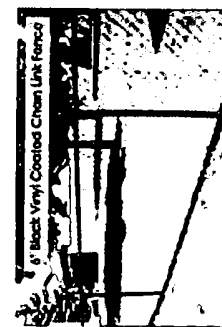
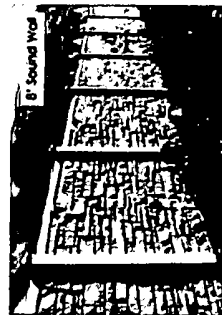
The Copper Rim project will have fencing around the perimeter of the project in areas where residential development interfaces directly with off-site areas, according to the fencing and walls plan.

A decorative or pre-cast concrete sound wall (8' height min.) will be installed by the Master Developer along the property boundary where residential units interface directly with the Mountain View Corridor. Sound walls will not be installed along those portions of Mountain View Corridor where the proposed church, open space and commercial uses abut the corridor. In these locations a 6' black vinyl coated chain link fence will be installed to allow penetrable areas into the development from the regional trail which runs along Mountain View Corridor.

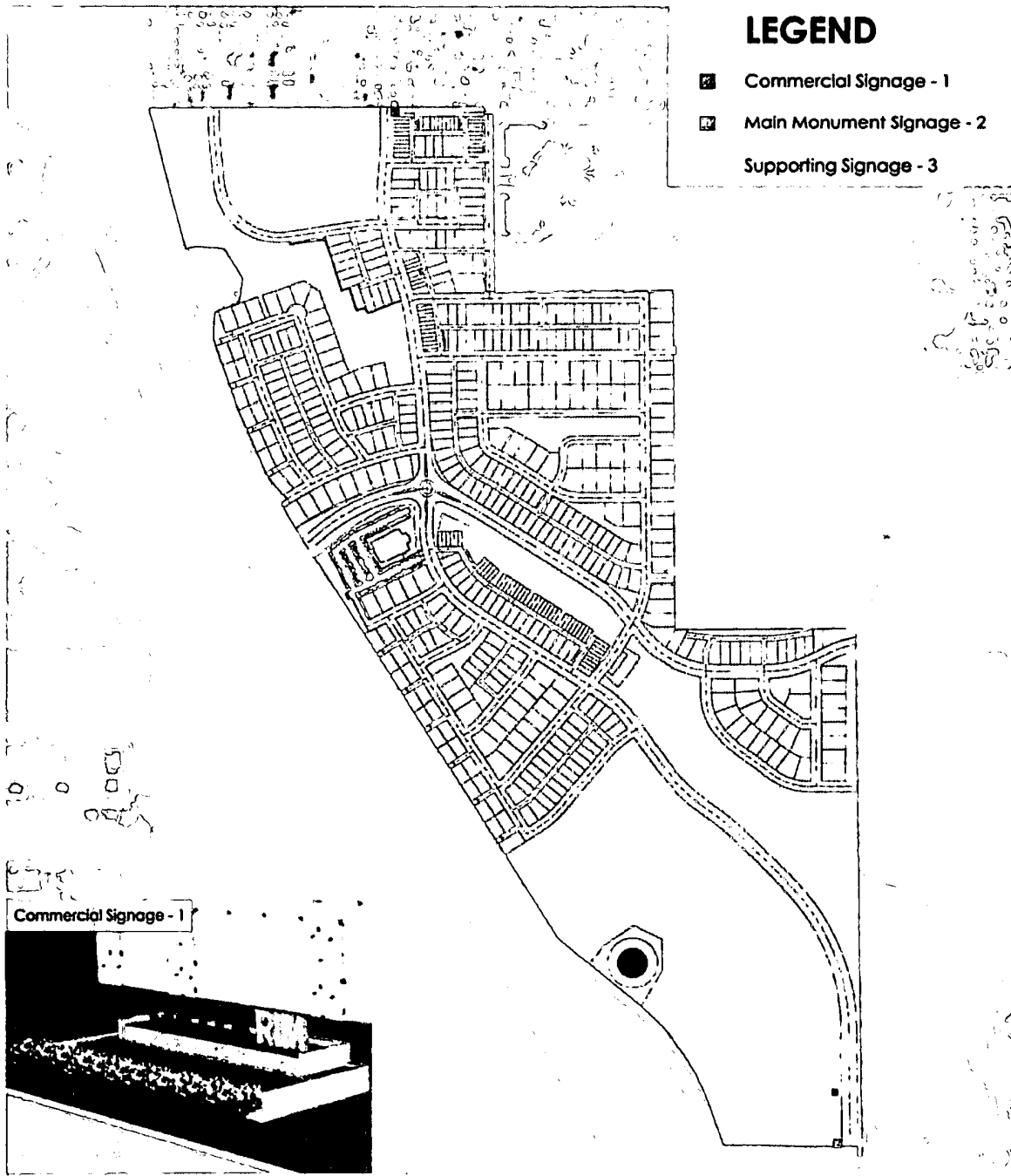
6' high decorative privacy fence will be installed by the home builder along the property boundary where residential units interface directly with 7000 South, 6101 West, and the eastern edge of the project.

A 42" high wrought iron fence will be installed by the home builder where residential units front 7000 South, and along the back of the alley loaded units that are directly adjacent to the project boundary. It will also be installed along the open space to the north of the alley loaded cottages on the north side of the eastern most copper rim development entrance.

The close up of the 8' sound wall north of the institutional phase, shows the penetrability of residents to access the regional trail while still providing an 8' sound wall barrier.

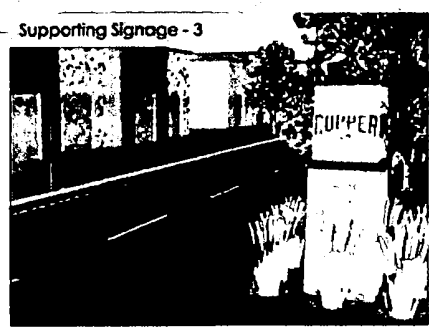
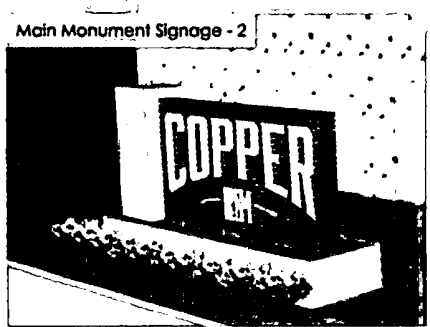
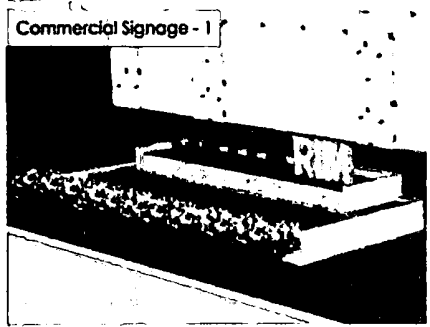


# MONUMENT PLACEMENT PLAN



## LEGEND

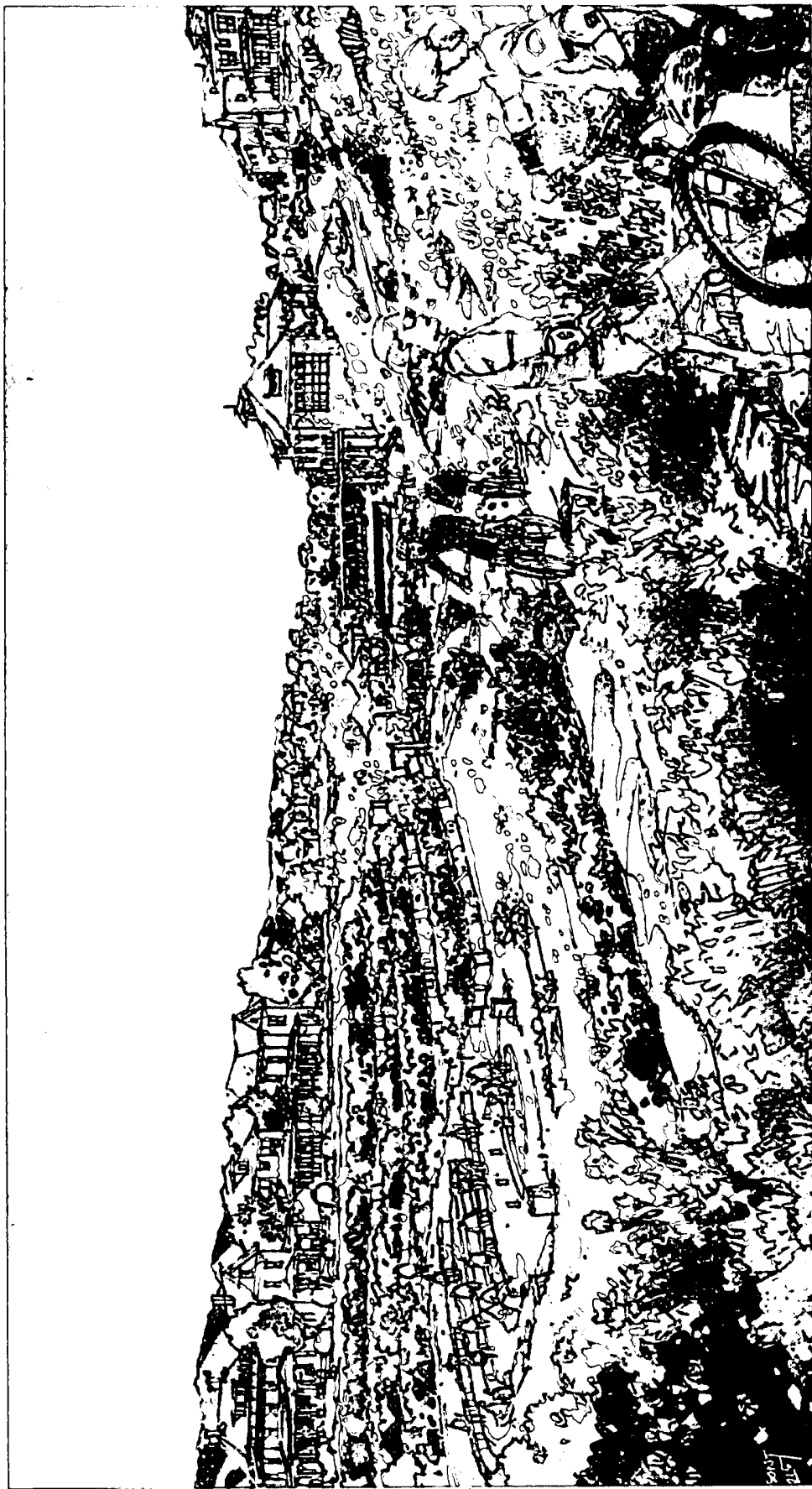
-  Commercial Signage - 1
-  Main Monument Signage - 2
-  Supporting Signage - 3



Signage will not be located in the ROW without appropriate City approval.



Amenities  
Amphitheater  
Community Gardens  
Pool/Clubhouse



Amenities  
Amphitheater  
Community Gardens  
Pool/Clubhouse



Preliminary Development Plan Submittal

Amenities  
Amphitheater  
Community Gardens  
Pool/Clubhouse



Amenities  
Amphitheater  
Community Gardens  
Pool/Clubhouse



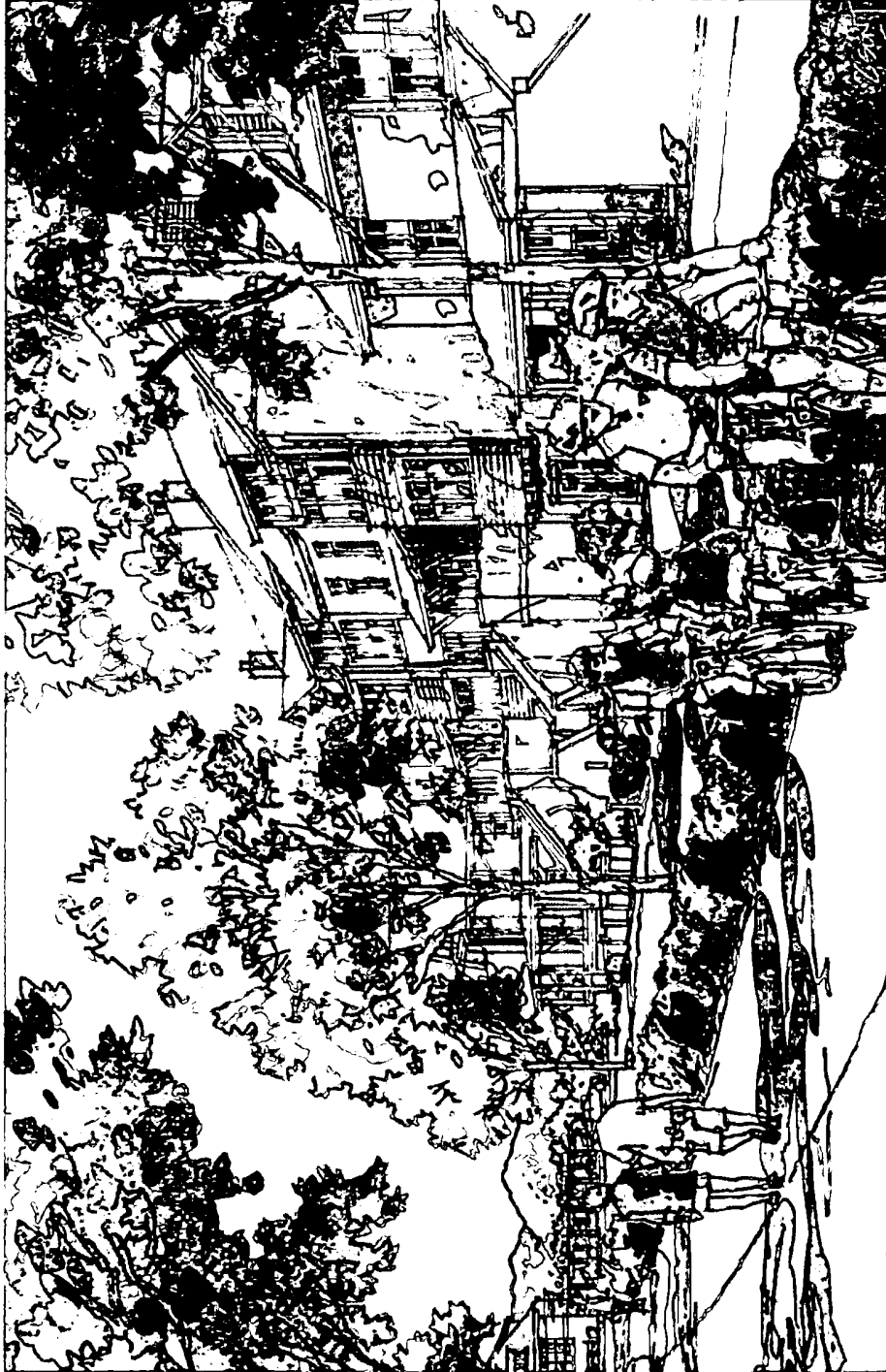
Amenities  
Amphitheater  
Community Gardens  
Pool/Clubhouse



Amenities  
Amphitheater  
Community Gardens  
Pool/Clubhouse



Amenities  
Parks  
Playgrounds



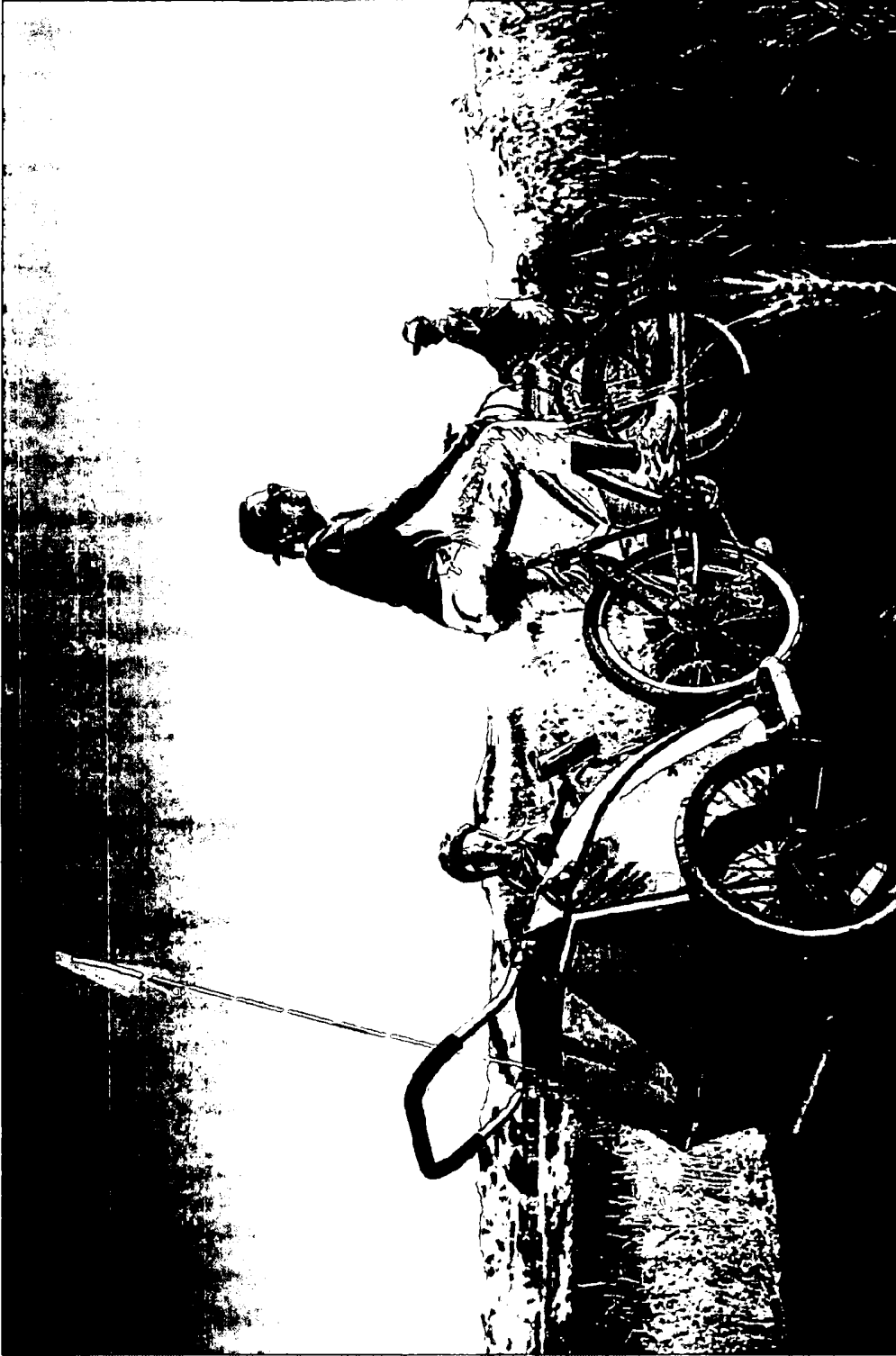
Preliminary Development Plan Submittal

Amenities  
Parks  
Playgrounds





Amenities  
Parks  
Playgrounds

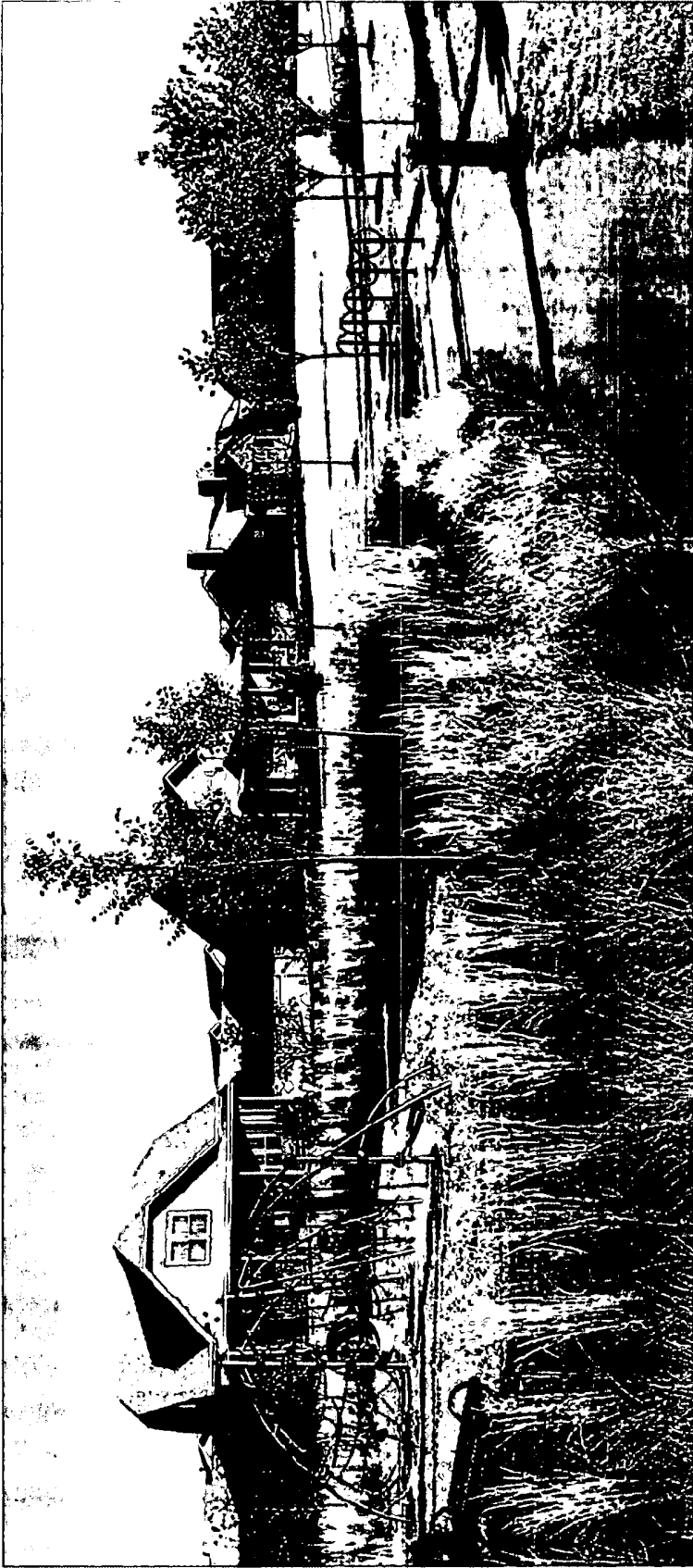


Amenities  
Trails  
Natural Open Space



Preliminary Development Plan Submittal

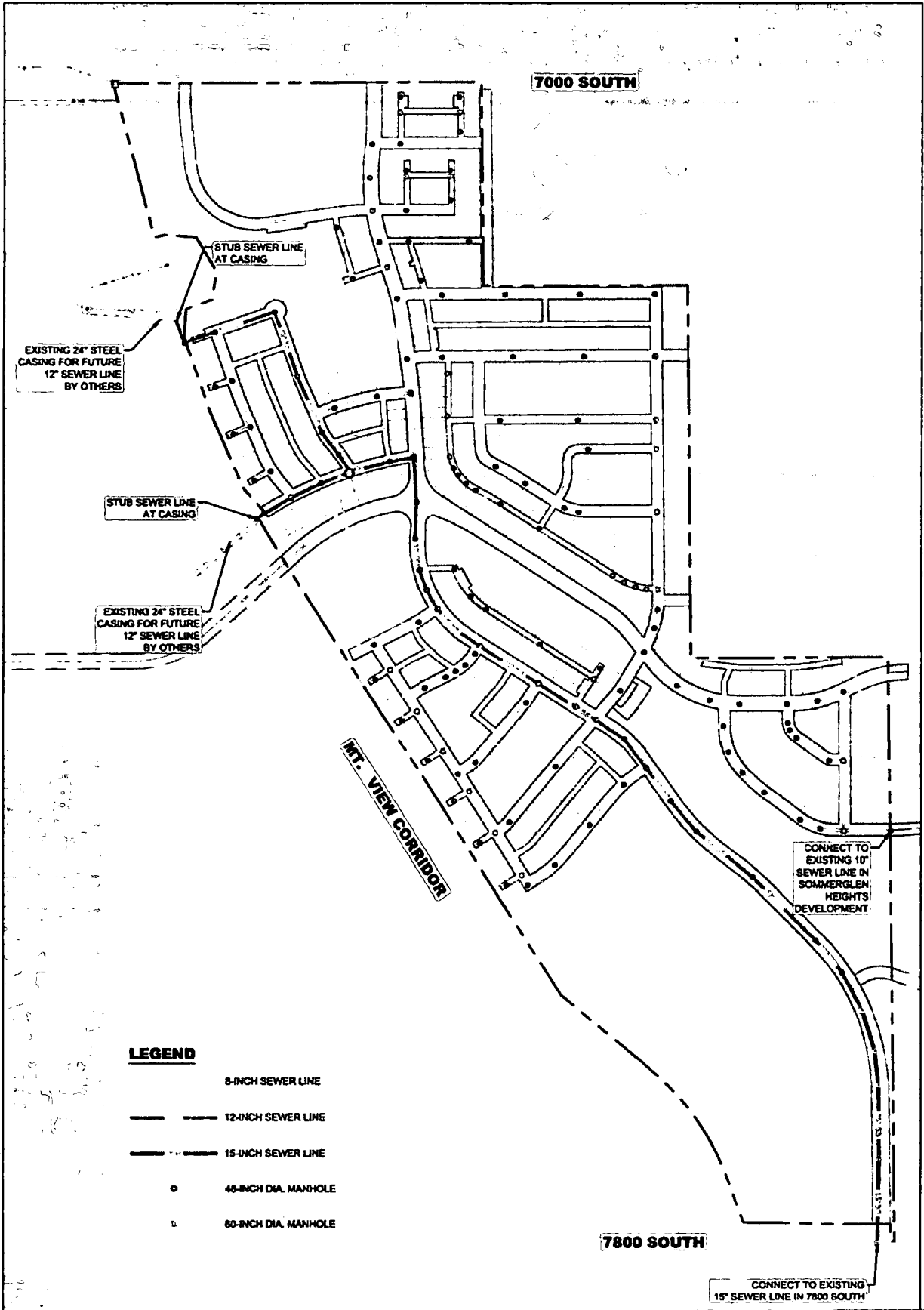
Amenities  
Trails  
Natural Open Space



Amenities  
Trails  
Natural Open Space



Preliminary Development Plan Submittal



C:\Users\p1811233\OneDrive\Projects\Copper Rim\Drawings\Overall Master Utility Layout.dwg (1/24/2018 1:54 AM)

**LEGEND**

- 8-INCH SEWER LINE
- 12-INCH SEWER LINE
- 15-INCH SEWER LINE
- 48-INCH DIA. MANHOLE
- 60-INCH DIA. MANHOLE

**HORROCKS ENGINEERS**  
 2162 West Grove Place, Suite 400  
 Pleasant Grove, UT 84062  
 (801) 763-1100  
 www.horrocksal.com

**WARNING**  
 0 1/2 1  
 IF DIMS OR DIMS NOT  
 MEASURED IN THIS DRAWING  
 IS NOT TO SCALE

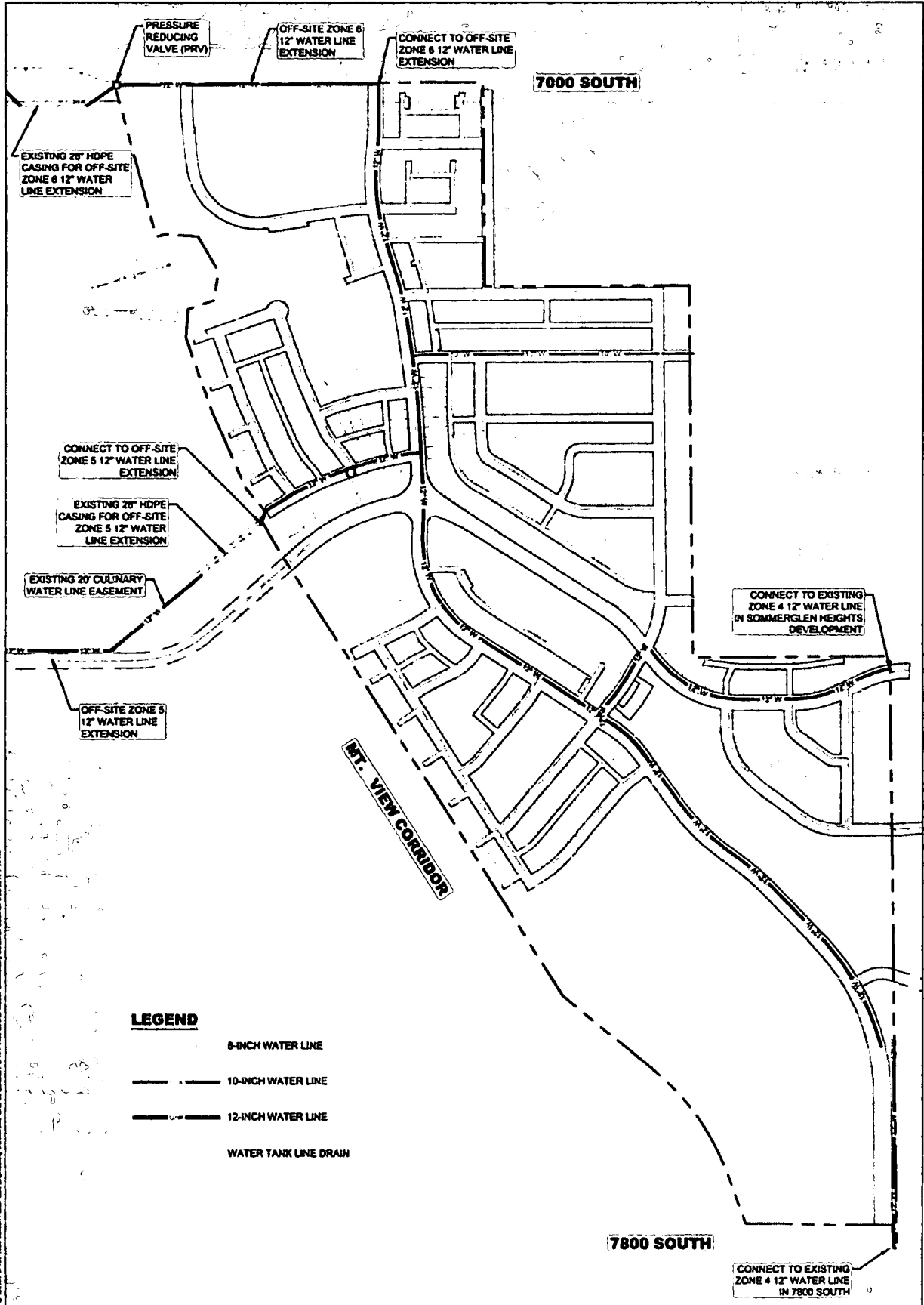
**COPPER RIM**

**OVERALL MASTER UTILITY LAYOUT**

DRAWING INFO	
DATE	03/20/18
SCALE	1" = 400'
REV A	DATE
<small>           15410 UTILITY REGULATORY            PROJ. NO.         </small>	

**SSWR**

56  
PAGE 01



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**LEGEND**

- 6-INCH WATER LINE
- 10-INCH WATER LINE
- 12-INCH WATER LINE
- WATER TANK LINE DRAIN

**HORROCKS ENGINEERS**

2162 West Oahu Place, Suite 400  
Pleasant Grove, UT 84062

(801) 763-5180  
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**WARNING**

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

**COPPER RIM**

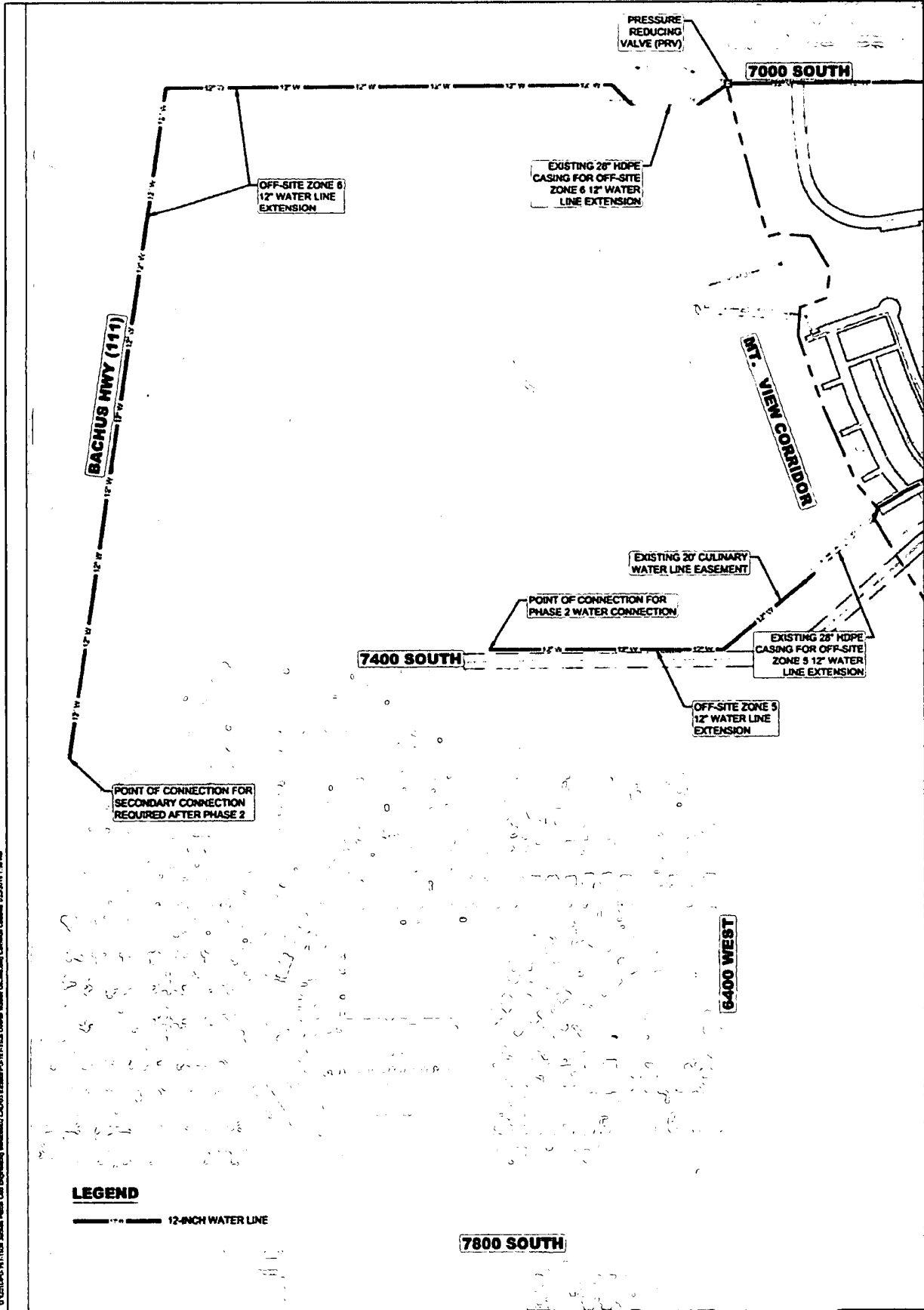
**OVERALL MASTER UTILITY LAYOUT**

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SCALE	1" = 400'
REV #	DATE
FILE NUMBER/DATE	REV #

**WTR1**

57

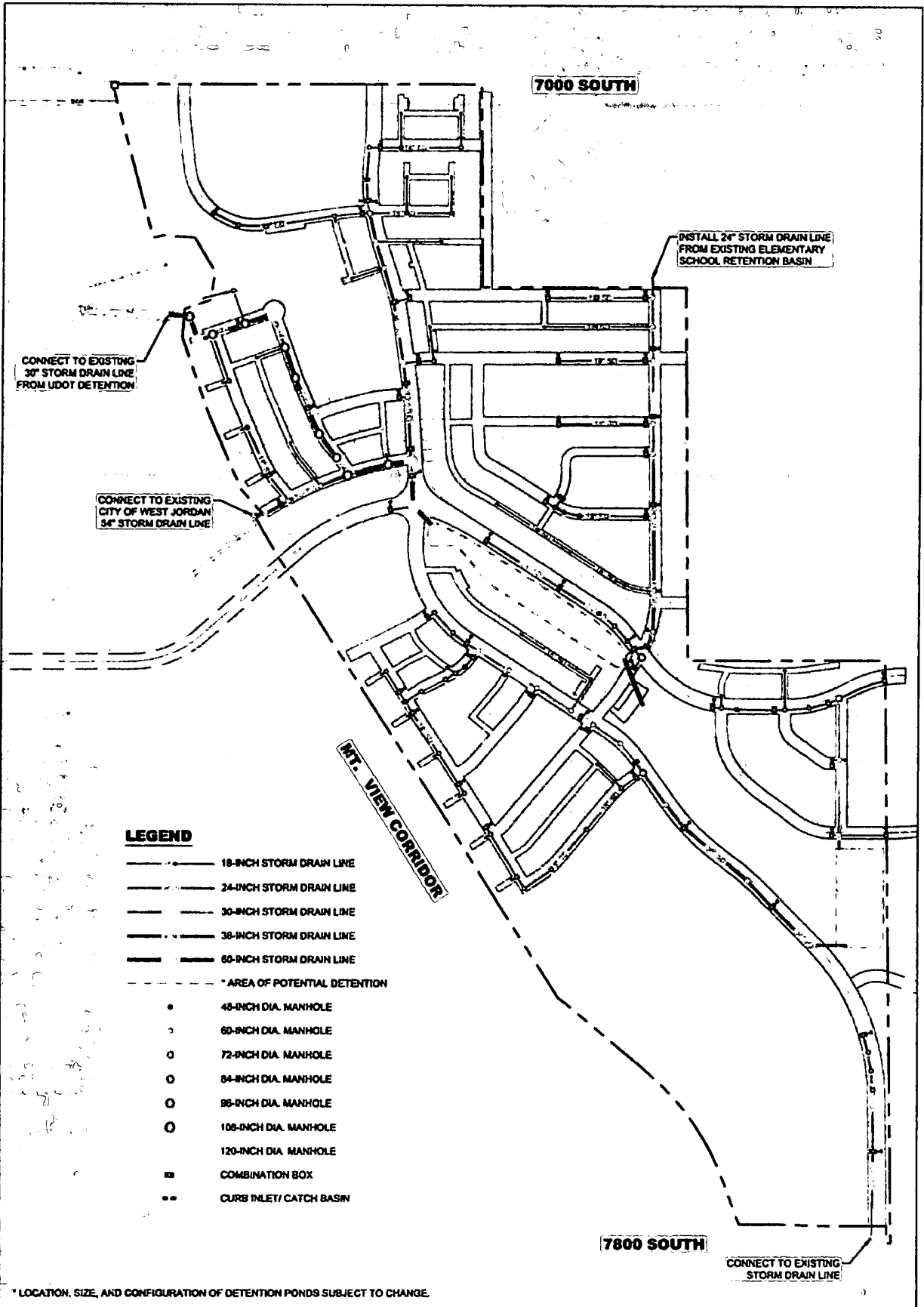
PAGE 01



**LEGEND**  
 ——— 12-INCH WATER LINE

O:\2018\181108 - James' Power Grid Engineering - Bunkhead\2 CAD\2018\181108 - Overall Master Utility Layout - Off-Site.dwg 1/22/2018 11:58 AM

<b>HORROCKS</b> <b>ENGINEERS</b> 7182 West Olive Place, Suite 400 Pleasant Drive, UT 84062 (801) 734-1100 www.horrocksgroup.com	<b>WARNING</b> 0 0.5 1 IF THIS ONE DOES NOT MEASURE UP, THEN DRAWING IS NOT TO SCALE	<h2 style="margin: 0;">COPPER RIM</h2> <h3 style="margin: 0;">OVERALL MASTER UTILITY LAYOUT - OFF-SITE</h3>	<b>DRAWING INFO</b> DATE: 03/20/18 SCALE: 1" = 400' REV #    DATE REVISIONS	 <b>WTR2</b> 58 PAGE OF
--	--	---	---	----------------------------------



**LEGEND**

- 18-INCH STORM DRAIN LINE
- 24-INCH STORM DRAIN LINE
- 30-INCH STORM DRAIN LINE
- 36-INCH STORM DRAIN LINE
- 60-INCH STORM DRAIN LINE
- - - AREA OF POTENTIAL DETENTION
- 48-INCH DIA. MANHOLE
- 60-INCH DIA. MANHOLE
- 72-INCH DIA. MANHOLE
- 84-INCH DIA. MANHOLE
- 96-INCH DIA. MANHOLE
- 108-INCH DIA. MANHOLE
- 120-INCH DIA. MANHOLE
- COMBINATION BOX
- CURB INLET/ CATCH BASIN

\* LOCATION, SIZE, AND CONFIGURATION OF DETENTION PONDS SUBJECT TO CHANGE.

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 Provo, UT 84602  
 (801) 733-1100  
 www.horrockse.com

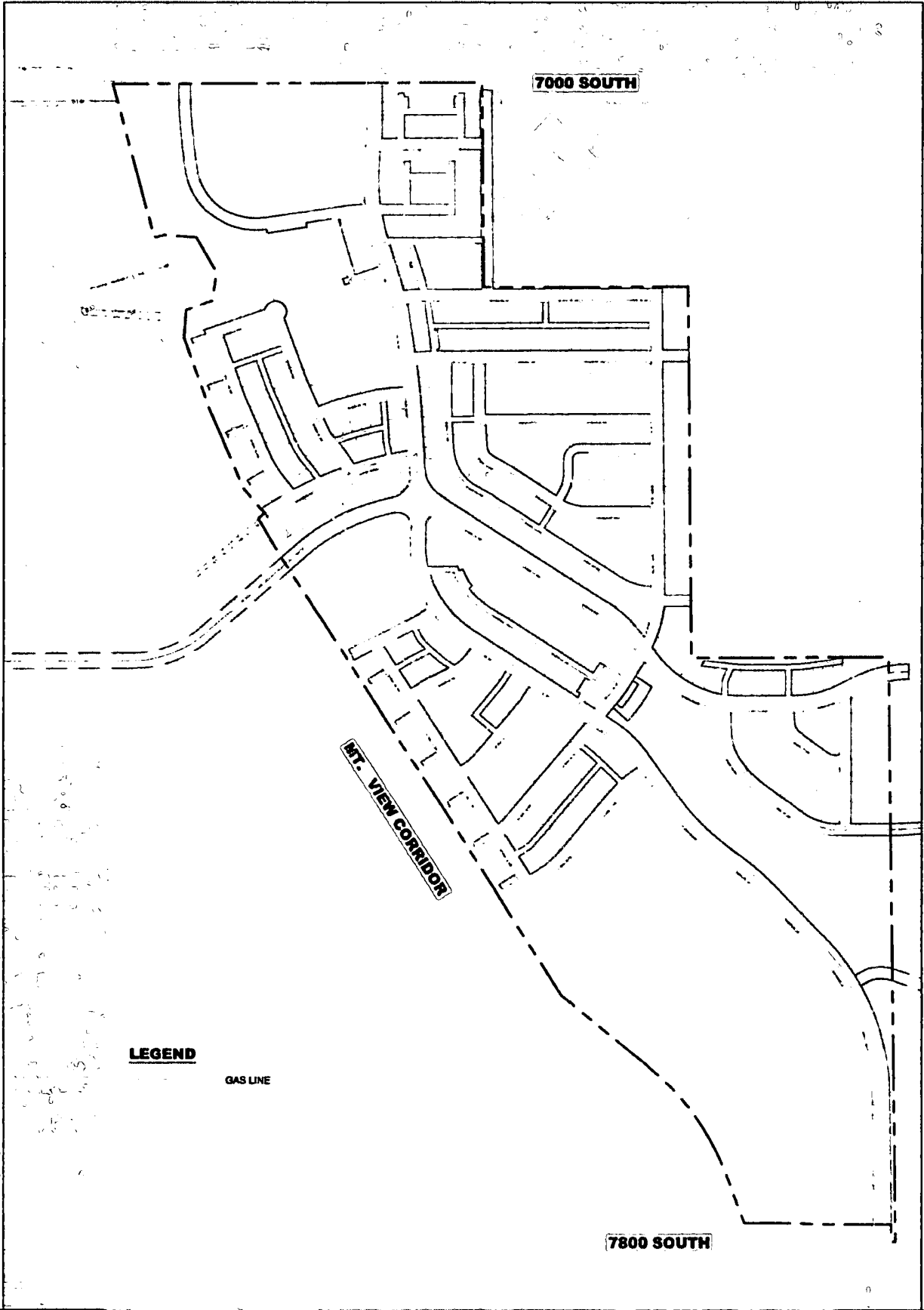
**WARNING**  
 0 12 1  
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

**COPPER RIM**  
**OVERALL MASTER UTILITY LAYOUT**

DRAWING INFO	
DATE	03/20/18
SCALE	1" = 400'
REV #	DATE

**STRM**  
 59  
 PAGE 81





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**HORROCKS**  
ENGINEERS

7162 West Olive Park, Suite 400  
Pleasant Grove, UT 84062

PH: 763.6190  
www.horrocksgroup.com

**WARNING**

0 1/2 1

IF THIS DRAWING DOES NOT  
MEASURE UP THEN DRAWING  
IS NOT TO SCALE

**COPPER RIM**

**OVERALL MASTER UTILITY LAYOUT**

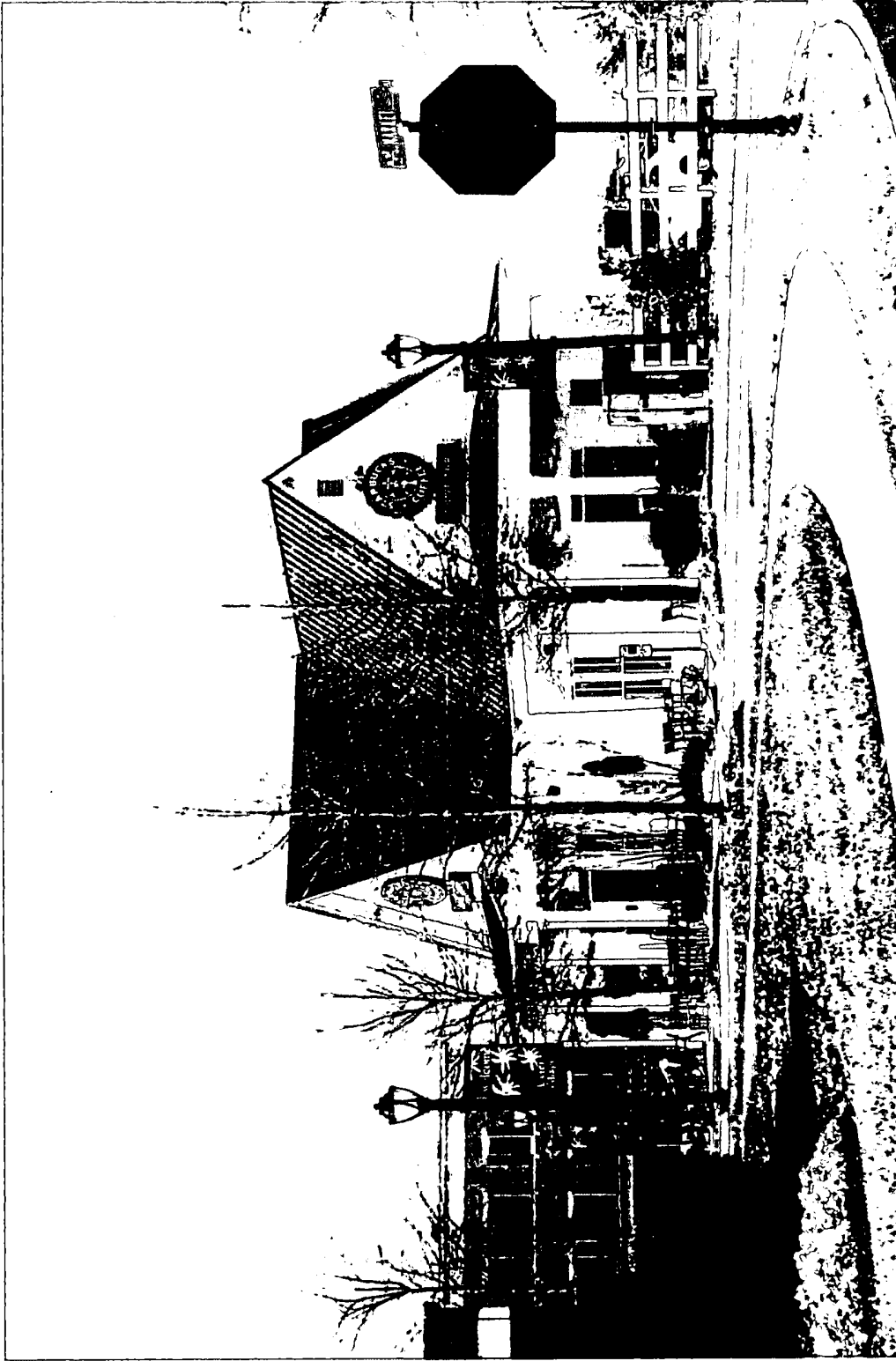
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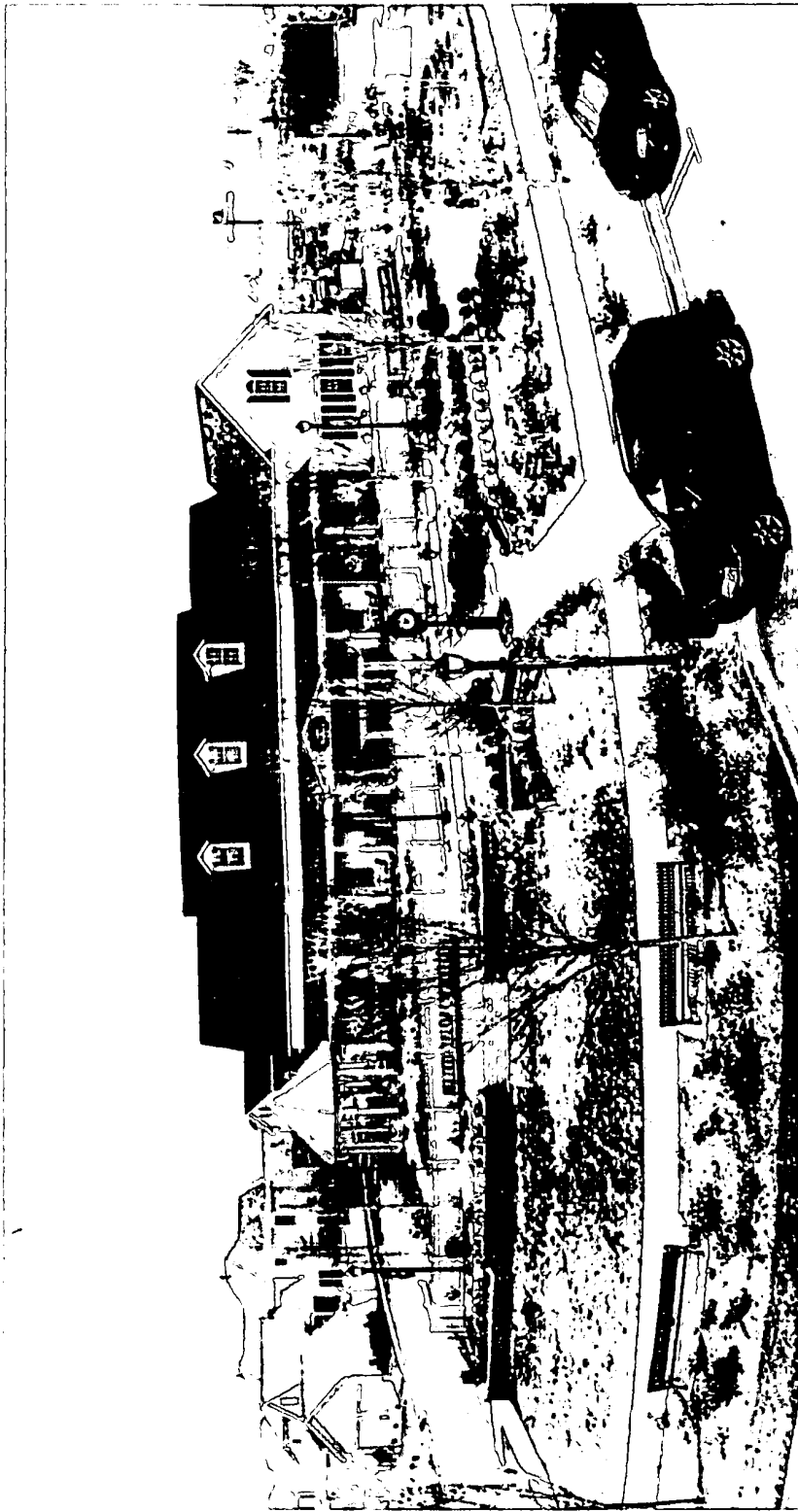
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PAGE 61

# COMMERCIAL STANDARDS

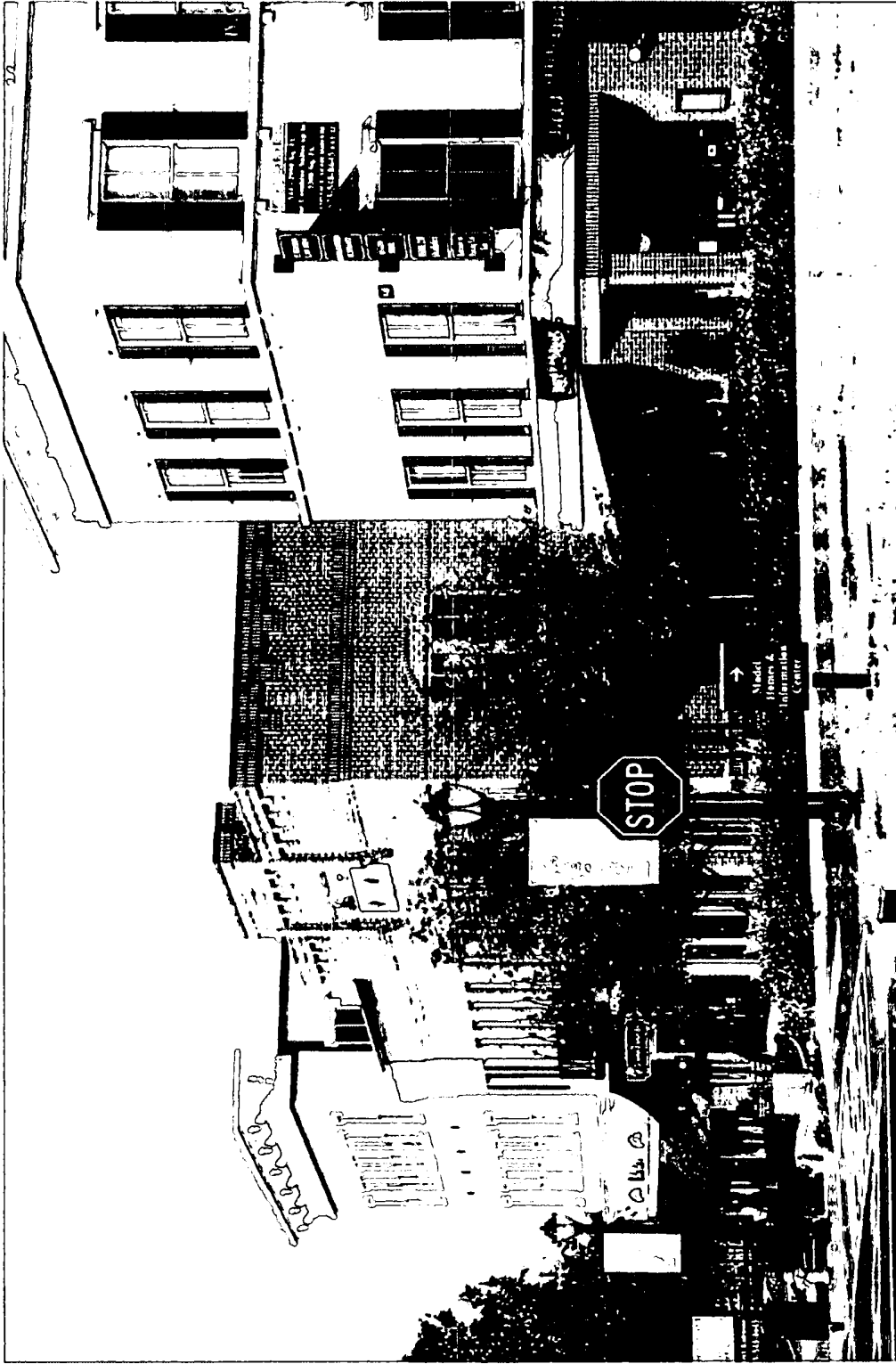
Commercial Character



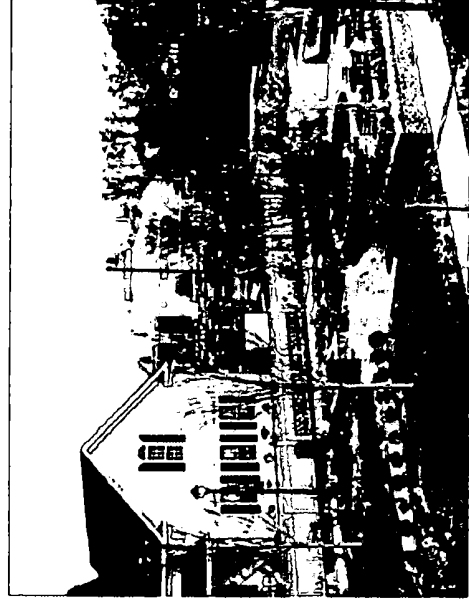
Commercial Character



Commercial Character

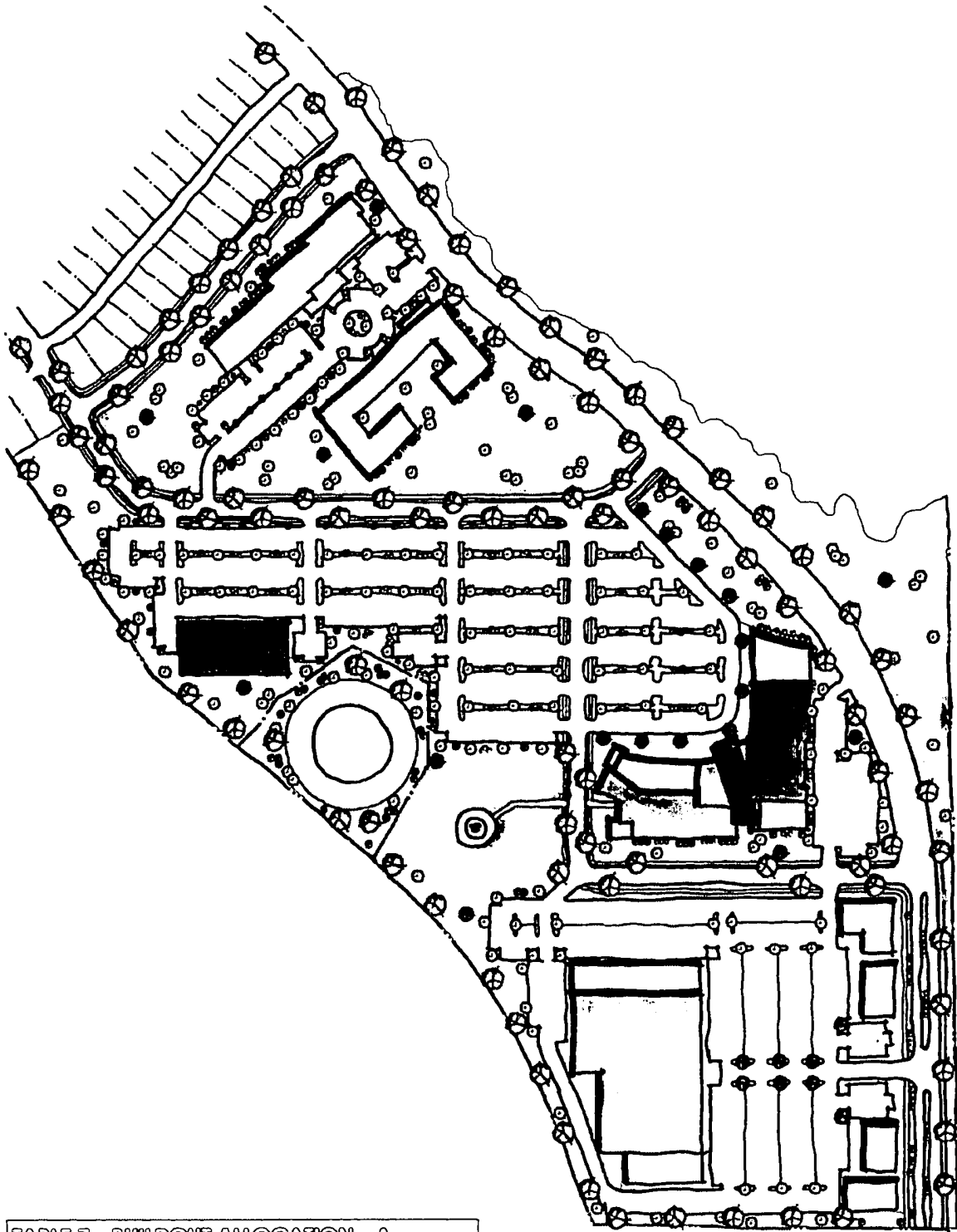


Commercial Character



Preliminary Development Plan Submittal

# CONCEPTUAL RENDERING OF COMMERCIAL DEVELOPMENT



**TABLE 7 - BUILDOUT ALLOCATION - A**

USE	APPROXIMATE UNITS
TOTAL SF	352,000 s.f.
TOTAL PARKING STALLS	1,650 stalls
PARKING %	4.7 / 1000 s.f.

## CONCEPT A -

This commercial site plan is shown for illustrative purposes only. The specific uses have not yet been identified.

# CONCEPTUAL RENDERING OF COMMERCIAL DEVELOPMENT

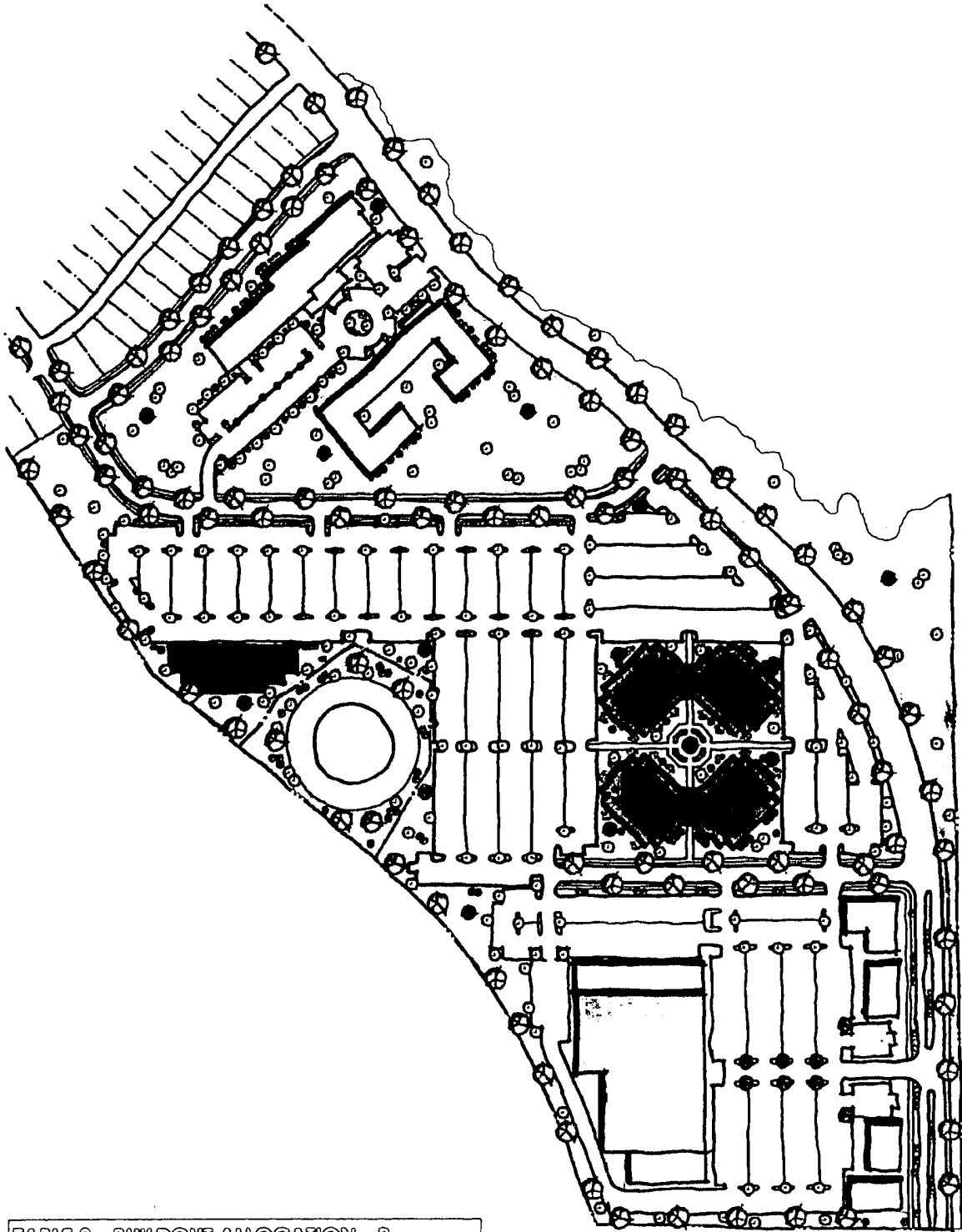


TABLE B - BUILDOUT ALLOCATION - B

USE	APPROXIMATE UNITS
TOTAL SF	469,000 s.f.
TOTAL PARKING STALLS	2,250 stalls
PARKING %	4.8 / 1000 s.f.

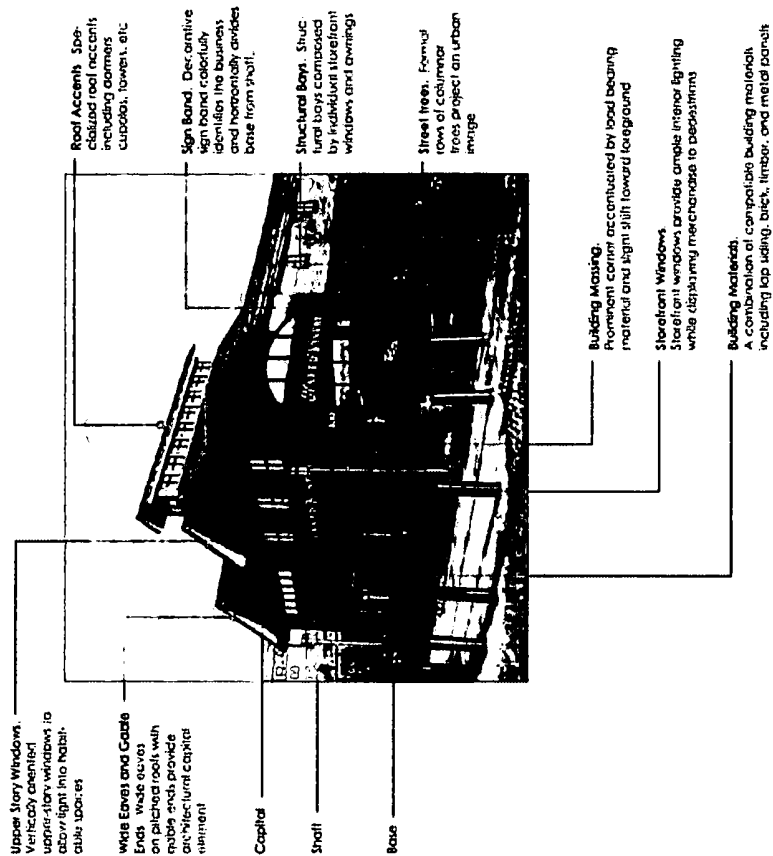
## CONCEPT B -

This commercial site plan is shown for illustrative purposes only. The specific uses have not yet been identified.



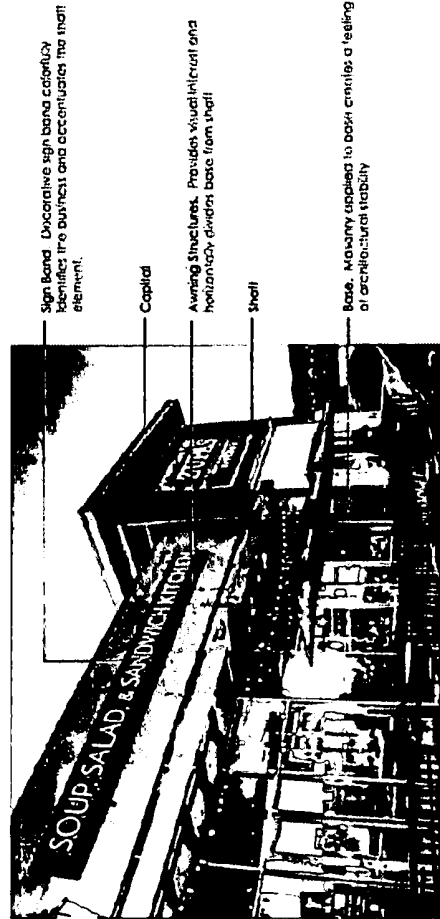
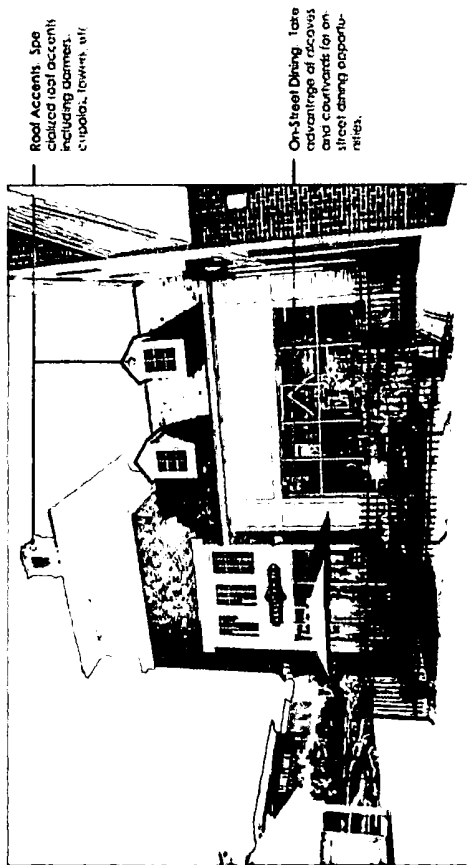
## ARCHITECTURAL COMPOSITION GUIDELINES

- d. Building Massing
- Two and three-story building masses next to the street create a streetscape that frames the streetscape improving the pedestrian experience.
  - Building masses are greater at ends with more proximal, such as street corners
  - Building masses frequently defined by a discernible base, shell and capital
- N. Load-bearing materials should touch the ground

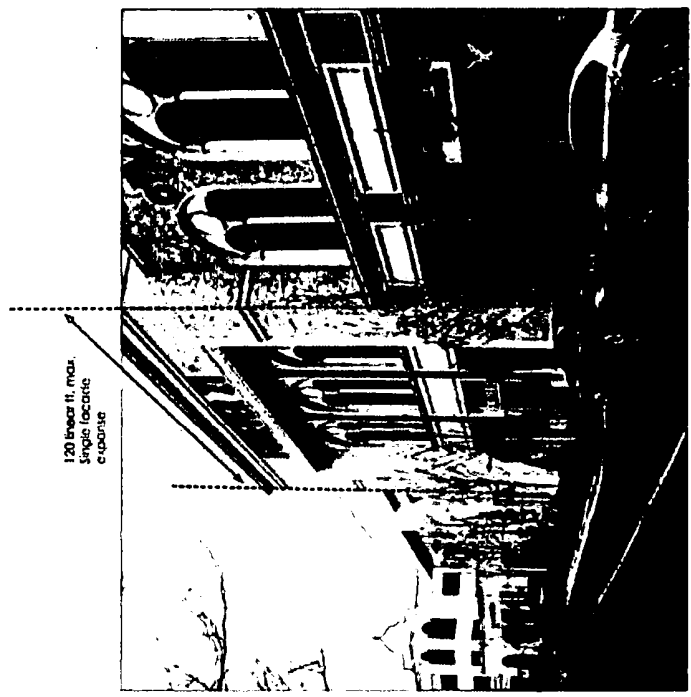
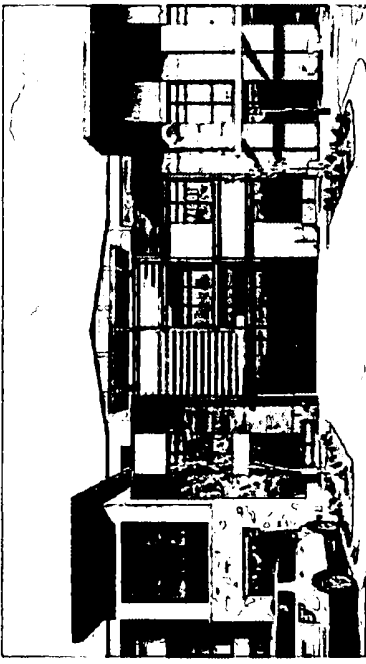
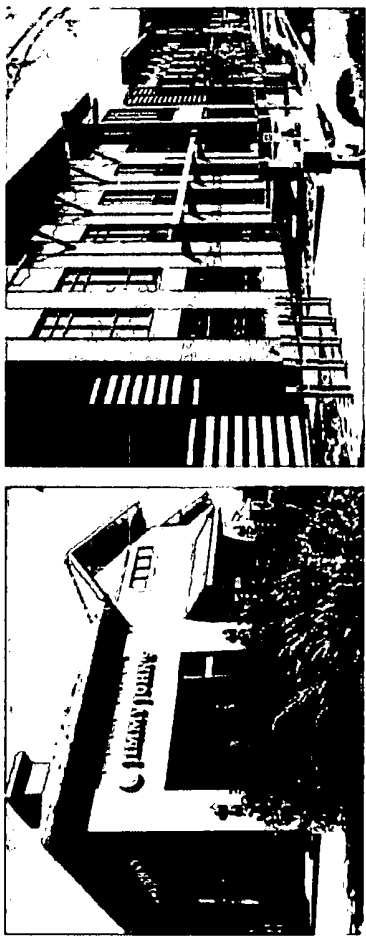


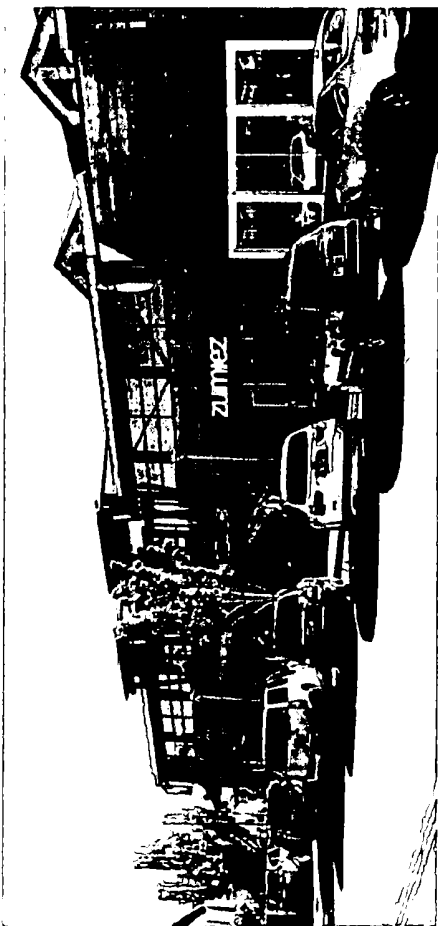
## b. Roof Form

- Commercial buildings should incorporate a variety of roof forms (flat, sloped or pitched) to provide breaks in facade type and/or add visual interest. Roof slopes for commercial buildings should be slightly pitched with gable ends where appropriate to serve as a focal point
- Roof pitches should be typically low (2:12-6:12)
- Moderate overhangs up to 3 feet should be supported by substantial decorative brackets that define the top of the building



- c. Arcades and Storefront Structural Bays
  - i. Storefront structural bays are commonly articulated to appear as phased construction over a long period of time
  - ii. Substantial structural bays should be composed of vertically oriented piers and horizontal spandrels, with intervening storefront windows
  - iii. Ground-floor storefronts should be very different from upper-story facades with windows scaled and oriented for pedestrian interest
  - iv. Arcades are encouraged as semi-public spaces between the street and storefront, sheltering pedestrians from the elements
  - v. Multiple storefronts with separate storefront windows can be massed together within a single facade expanse with the same architectural style. The maximum height of a single facade expanse is 120 feet



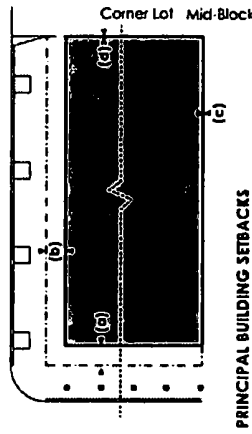
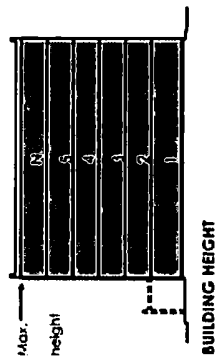


## GUIDING DEVELOPMENT STANDARDS - COMMERCIAL

**TABLE 9 - DEVELOPMENT CRITERIA**

<b>BUILDING CONFIGURATION</b>	
Principal Building (No-Residential)	6 stories max.**
Parking Structures	3 levels max.**
<b>PARCEL OCCUPATION</b>	
Maximum Floor Area Ratio	1.25
<b>SETBACKS - PRINCIPAL BUILDING</b>	
Front- Primary (a)	5 ft. min
Front- Secondary (b)	15 ft. min
Side (c)	0 ft. min
Rear (d)	10 ft. min
<b>BUILDING PLACEMENT/SEPARATION (STRUCTURE TO STRUCTURE)</b>	
Front to Front	min. distance = 80% of building height
Side to Side***, or Side to Rear	min. distance = 40% of building height
Rear to Rear	min. distance = 50% of building height

\* One story equals 15'  
 \*\* One parking level equals 10'  
 \*\*\* Commercial buildings that are attached are exempted from this standard.  
 All buildings must comply with IFC. All buildings that exceed 35 feet in height, as measured in the City Code, must be sprinkled and meet all additional Fire and Building Department requirements.



**PRINCIPAL BUILDING SETBACKS**

## OFF-STREET PARKING - COMMERCIAL

**TABLE 10 - MINIMUM REQUIRED OFF-STREET PARKING\***

OFFICE	
Professional Office/Services	2.5 / 1000 sq.ft.
Professional Office (Multi-story)	1 / 350 sq.ft.
<b>MEDICAL OFFICE</b>	
-Up to 15,000 sq.ft.	5.25 / 1000 sq.ft.
-Above 15,000 sq.ft.	4.5 / 1000 sq.ft.
<b>RETAIL</b>	
-General Use	4.5 / 1000 sq.ft.
-Restaurants	10 / 1000 sq.ft.
<b>SENIOR HOUSING</b>	
-Independent Living	1 space per unit
-Assisted Living	0.5 spaces per unit
-Memory Care	0.35 spaces per unit
-Guest Parking	1 space per 8 units
-Employee Parking	1 space per employee on the maximum shift
<b>OTHER</b>	1.5 / 1000 sq.ft.

\* Parking ratios in this table are minimums. Additional parking may be provided based upon market/tenant demand.

**TABLE 11 - PARKING CONFIGURATION**

Off-Street Parking	ANGLE OF PARKING	ACCESS ALLE WIDTH		TWO WAY DOUBLE LOADED	STALL SIZE
		ONE WAY SINGLE LOADED	ONE WAY DOUBLE LOADED		
90	Angled	24 ft	24 ft	24 ft	8.5 ft x 18 ft minimum
60	Perpendicular	15 ft	15 ft	20 ft	8.5 ft x 18 ft minimum
45	Parallel	12 ft	12 ft	20 ft	8 ft x 22 ft minimum
Standard Stall		10 ft	10 ft	20 ft	
		Standard Stall			8.5 ft x 18 ft minimum

\* Parking aisles used to access a fire hydrant must be compliant with IFC standards.

# SIGNAGE

1. All permanent signage must be configured as specified in Table 12 - Signage Standards.
2. Signage can only be used for business on premises. No off-site advertising is allowed.
3. Billboards are prohibited.
4. Sign types not included in Table 12 - shall be governed by the West Jordan Sign Ordinance (3-3-2). Sign Standards.
5. **Residential Functions**
  - a. One address number, no more than six inches in height, vertically may be attached to the building in proximity to the principal entrance or at a mailbox.
  - b. Entrances to buildings including multi-family housing may utilize one directory sign, no more than 4 square feet of each entry.
6. **Non-residential Functions**
  - a. Monument signs must be separated by a minimum distance of 100 feet.
  - b. Marquee signs may be located only above the principal entrance of a building and may encroach into the public footage to within two feet of the curb.
  - c. A-frame signs must be located adjacent to the principal entrance of business. A-frame signs must be removed from the sidewalk at the close of business each day.

Note: signage to be coordinated with engineering department.


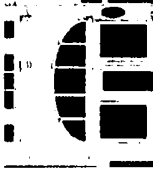



TABLE 12A - SIGNAGE STANDARDS

SPECIFICATIONS																	
<b>ADDRESS SIGN</b>	<table border="1"> <tr><td>Quantity</td><td>1 per address</td></tr> <tr><td>Area</td><td>2 ft max</td></tr> <tr><td>Width</td><td>24 in max</td></tr> <tr><td>Height</td><td>12 in max</td></tr> <tr><td>Depth / Projection</td><td>3 in max</td></tr> <tr><td>Clearance</td><td>4.5 ft min</td></tr> <tr><td>Apex</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>6 in max</td></tr> </table>	Quantity	1 per address	Area	2 ft max	Width	24 in max	Height	12 in max	Depth / Projection	3 in max	Clearance	4.5 ft min	Apex	N/A	Letter Height	6 in max
Quantity	1 per address																
Area	2 ft max																
Width	24 in max																
Height	12 in max																
Depth / Projection	3 in max																
Clearance	4.5 ft min																
Apex	N/A																
Letter Height	6 in max																
<b>AWNING AND SIGN</b>	<table border="1"> <tr><td>Quantity</td><td>1 per window</td></tr> <tr><td>Area</td><td>N/A</td></tr> <tr><td>Width</td><td>width of Awning</td></tr> <tr><td>Height</td><td>5 ft</td></tr> <tr><td>Depth / Projection</td><td>4 ft min</td></tr> <tr><td>Clearance</td><td>8 ft max</td></tr> <tr><td>Apex</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>3 in min, 10 in max</td></tr> </table>	Quantity	1 per window	Area	N/A	Width	width of Awning	Height	5 ft	Depth / Projection	4 ft min	Clearance	8 ft max	Apex	N/A	Letter Height	3 in min, 10 in max
Quantity	1 per window																
Area	N/A																
Width	width of Awning																
Height	5 ft																
Depth / Projection	4 ft min																
Clearance	8 ft max																
Apex	N/A																
Letter Height	3 in min, 10 in max																
<b>BANNER</b>	<p>Notes</p> <p>Banner signs may be installed on private or City owned lighting fixtures. Banners on City owned fixtures require a time-limited permit and size restrictions are determined by the City according to the lighting fixture. Banner sites on private fixtures must correspond to the overall scale of the fixture.</p> <table border="1"> <tr><td>Quantity</td><td>2 per building facade</td></tr> <tr><td>Area</td><td>48 sq max</td></tr> <tr><td>Width</td><td>2 ft max</td></tr> <tr><td>Height</td><td>24 ft max</td></tr> <tr><td>Depth / Projection</td><td>3 ft max</td></tr> <tr><td>Clearance</td><td>12 ft min</td></tr> <tr><td>Apex</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>N/A</td></tr> </table>	Quantity	2 per building facade	Area	48 sq max	Width	2 ft max	Height	24 ft max	Depth / Projection	3 ft max	Clearance	12 ft min	Apex	N/A	Letter Height	N/A
Quantity	2 per building facade																
Area	48 sq max																
Width	2 ft max																
Height	24 ft max																
Depth / Projection	3 ft max																
Clearance	12 ft min																
Apex	N/A																
Letter Height	N/A																
<b>BUILDING BANNER</b>	<table border="1"> <tr><td>Quantity</td><td>1 per building facade</td></tr> <tr><td>Area</td><td>1.5 to 11.0 sq linear ft</td></tr> <tr><td>Width</td><td>3 ft max</td></tr> <tr><td>Height</td><td>7 ft max</td></tr> <tr><td>Depth / Projection</td><td>7 ft max</td></tr> <tr><td>Clearance</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>18 in max</td></tr> </table>	Quantity	1 per building facade	Area	1.5 to 11.0 sq linear ft	Width	3 ft max	Height	7 ft max	Depth / Projection	7 ft max	Clearance	N/A	Letter Height	18 in max		
Quantity	1 per building facade																
Area	1.5 to 11.0 sq linear ft																
Width	3 ft max																
Height	7 ft max																
Depth / Projection	7 ft max																
Clearance	N/A																
Letter Height	18 in max																
<b>BAND SIGN</b>	<table border="1"> <tr><td>Quantity</td><td>1 per block face</td></tr> <tr><td>Area</td><td>25% of facade max</td></tr> <tr><td>Width</td><td>N/A</td></tr> <tr><td>Height</td><td>N/A</td></tr> <tr><td>Depth / Projection</td><td>5 ft max</td></tr> <tr><td>Clearance</td><td>8 in max depth</td></tr> <tr><td>Apex</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>N/A</td></tr> </table>	Quantity	1 per block face	Area	25% of facade max	Width	N/A	Height	N/A	Depth / Projection	5 ft max	Clearance	8 in max depth	Apex	N/A	Letter Height	N/A
Quantity	1 per block face																
Area	25% of facade max																
Width	N/A																
Height	N/A																
Depth / Projection	5 ft max																
Clearance	8 in max depth																
Apex	N/A																
Letter Height	N/A																






TABLE 12B - SIGNAGE STANDARDS

SPECIFICATIONS																	
<b>SUSPENDED SIGN</b>	<table border="1"> <tr><td>Quantity</td><td>1 per business</td></tr> <tr><td>Area</td><td>16 sq max</td></tr> <tr><td>Width</td><td>4 ft max</td></tr> <tr><td>Height</td><td>4 ft max</td></tr> <tr><td>Depth / Projection</td><td>4 ft max</td></tr> <tr><td>Clearance</td><td>10 ft min</td></tr> <tr><td>Apex</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>8 in max</td></tr> </table>	Quantity	1 per business	Area	16 sq max	Width	4 ft max	Height	4 ft max	Depth / Projection	4 ft max	Clearance	10 ft min	Apex	N/A	Letter Height	8 in max
Quantity	1 per business																
Area	16 sq max																
Width	4 ft max																
Height	4 ft max																
Depth / Projection	4 ft max																
Clearance	10 ft min																
Apex	N/A																
Letter Height	8 in max																
<b>BUILDING SIGN</b>	<table border="1"> <tr><td>Quantity</td><td>1 per building elevation</td></tr> <tr><td>Area</td><td>1.5 sq ft per linear ft</td></tr> <tr><td>Width</td><td>80% building width max</td></tr> <tr><td>Height</td><td>7 ft max</td></tr> <tr><td>Depth / Projection</td><td>6 in max</td></tr> <tr><td>Clearance</td><td>N/A</td></tr> <tr><td>Apex</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>48 in max</td></tr> </table>	Quantity	1 per building elevation	Area	1.5 sq ft per linear ft	Width	80% building width max	Height	7 ft max	Depth / Projection	6 in max	Clearance	N/A	Apex	N/A	Letter Height	48 in max
Quantity	1 per building elevation																
Area	1.5 sq ft per linear ft																
Width	80% building width max																
Height	7 ft max																
Depth / Projection	6 in max																
Clearance	N/A																
Apex	N/A																
Letter Height	48 in max																
<b>CORNER SIGN</b>	<table border="1"> <tr><td>Quantity</td><td>1 per building at corner lot</td></tr> <tr><td>Area</td><td>72 ft max</td></tr> <tr><td>Width</td><td>3 ft max</td></tr> <tr><td>Height</td><td>24 ft max</td></tr> <tr><td>Depth / Projection</td><td>4 ft max</td></tr> <tr><td>Clearance</td><td>12 ft min</td></tr> <tr><td>Apex</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>N/A</td></tr> </table>	Quantity	1 per building at corner lot	Area	72 ft max	Width	3 ft max	Height	24 ft max	Depth / Projection	4 ft max	Clearance	12 ft min	Apex	N/A	Letter Height	N/A
Quantity	1 per building at corner lot																
Area	72 ft max																
Width	3 ft max																
Height	24 ft max																
Depth / Projection	4 ft max																
Clearance	12 ft min																
Apex	N/A																
Letter Height	N/A																
<b>HANGING SIGN</b>	<table border="1"> <tr><td>Quantity</td><td>1 per vehicular entrance</td></tr> <tr><td>Area</td><td>N/A</td></tr> <tr><td>Width</td><td>90% entrance width max</td></tr> <tr><td>Height</td><td>2 ft max</td></tr> <tr><td>Depth / Projection</td><td>0 ft max projection</td></tr> <tr><td>Clearance</td><td>8 ft min</td></tr> <tr><td>Apex</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>18 in max</td></tr> </table>	Quantity	1 per vehicular entrance	Area	N/A	Width	90% entrance width max	Height	2 ft max	Depth / Projection	0 ft max projection	Clearance	8 ft min	Apex	N/A	Letter Height	18 in max
Quantity	1 per vehicular entrance																
Area	N/A																
Width	90% entrance width max																
Height	2 ft max																
Depth / Projection	0 ft max projection																
Clearance	8 ft min																
Apex	N/A																
Letter Height	18 in max																
<b>WALL MURAL SIGN</b>	<table border="1"> <tr><td>Quantity</td><td>1 per block face</td></tr> <tr><td>Area</td><td>25% of facade max</td></tr> <tr><td>Width</td><td>N/A</td></tr> <tr><td>Height</td><td>N/A</td></tr> <tr><td>Depth / Projection</td><td>5 ft max</td></tr> <tr><td>Clearance</td><td>8 in max depth</td></tr> <tr><td>Apex</td><td>N/A</td></tr> <tr><td>Letter Height</td><td>N/A</td></tr> </table>	Quantity	1 per block face	Area	25% of facade max	Width	N/A	Height	N/A	Depth / Projection	5 ft max	Clearance	8 in max depth	Apex	N/A	Letter Height	N/A
Quantity	1 per block face																
Area	25% of facade max																
Width	N/A																
Height	N/A																
Depth / Projection	5 ft max																
Clearance	8 in max depth																
Apex	N/A																
Letter Height	N/A																




**TABLE 12C - SIGNAGE STANDARDS**

SPECIFICATIONS	
<b>MARQUEE AND SIGN</b> 	Quantity: 1 per building Area: N/A Width: within entrance plus 4' o.c. Height: 50% story height max. Depth / Projection: 4 ft min., 10 ft max. Clearance: N/A Apex: N/A Letter Height: 3 ft min.
<b>NAMEPLATE SIGN</b> 	Quantity: 1 per business Area: 3 sq max. Width: 18 in max. Height: 2 ft max. Depth / Projection: 3 in max. Clearance: 4 ft max. Apex: 7 ft max. Letter Height: N/A
<b>OUTDOOR DISPLAY CASE</b> 	Quantity: 1 per business Area: 6 sq max. Width: 3.5 ft max. Height: 3.5 ft max. Depth / Projection: 5 in max. Clearance: 4 ft max. Apex: N/A Letter Height: N/A
<b>A-FRAME SIGN</b> 	Quantity: 1 per business Area: 12 sq max. Width: 36 in max. Height: 48 in max. Depth / Projection: N/A Clearance: N/A Apex: 48 in max. Letter Height: N/A
<b>WINDOW SIGN</b> 	Quantity: 1 per window Area: 25% of glass max. Width: varies Height: varies Depth / Projection: N/A Clearance: 4 ft Apex: N/A Letter Height: N/A

**TABLE 12D - SIGNAGE STANDARDS**

SPECIFICATIONS	
<b>KIOSK</b> 	Quantity: 1 per block face Area: 24 sq ft max. Width: 4.5 ft max. Height: 12 ft max. Depth / Projection: 4 ft max depth Clearance: N/A Apex: 12 ft max. Letter Height: 12 in max within sign, 18 in max to identify sign
<b>YARD SIGN</b> 	Quantity: 1 per lot max. Area: 6 sq max. Width: 3 ft max (incl. counting post) Height: 2 ft max (incl. counting post) Depth / Projection: N/A Clearance: 3 ft to sign, 6 ft to top of post max. Apex: 6 ft to top of post max. Letter Height: 8 in max
<b>MONUMENT SIGN</b> 	Quantity: 1 per vehicular entrance max. Area: Sign - 78 sq max Width: Monument - 30 ft max. Height: Sign - 12 ft max. Depth / Projection: N/A Clearance: N/A Apex: Sign - 12 ft max. Letter Height: N/A
<b>PYLON SIGN</b> 	Notes: Pylon signs are not subject to specific regulations on quantity, size or design. They are permitted in the public realm where managed by the city and on private non-residential properties consisting of multiple buildings. Where on private lots Pylon signs should be stated for pedestrian legibility, consistent with the Planning Department.
<b>SPECIAL USE</b> 	Quantity: 1 per lot max. Area: N/A Width: 20 ft max. Height: 30 ft max. Depth / Projection: N/A Clearance: N/A Apex: 30 ft to top of structure Letter Height: N/A

**TABLE 12E - SIGNAGE STANDARDS**

SPECIFICATIONS	
<b>TEMPORARY SIGN</b> 	Quantity: 1 per block face Area: 24 sq ft max. Width: 16 ft max. Height: 8 ft max. Depth / Projection: 2 ft max depth Clearance: N/A Apex: 20 ft max. Letter Height: N/A Details: Temporary signage is permitted upon application for a 9-month period. Sign permits may be extended for an additional 6-month period with Planning Director approval.
<b>TEMPORARY FLAGS AND BANNERS</b> 	Quantity: 6 per lot Area: 150 sq ft max. Width: 8 ft max. Height: 25 ft max. Depth / Projection: N/A Clearance: N/A Apex: 25 ft max. Letter Height: N/A Details: Temporary signage is permitted upon application for a 9-month period. Sign permits may be extended for an additional 6-month period with Planning Director approval.
<b>FREEWAY ORIENTED SIGNS</b> 	Quantity: 1 per 600 ft of freeway frontage Area: 1000 sq ft max. Width: N/A Height: 50 ft max. Depth / Projection: 15 ft max depth Clearance: N/A Apex: 50 ft max. Letter Height: N/A Details: Community logos/signage painted on water tanks must conform to area criteria, but do not count toward the quantity maximum of 1 sign per 600 linear feet.


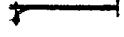
## LIGHTING

Public lighting in parking lot and along the peripheral arterial roadways, 7800 So. and Mountain View Corridor, will comply with West Jordan City Standard Street Light Detail. Public lighting for all public and private thoroughfares internal to the Commercial Area will comply with the standards contained in Table 10. The aesthetic style of light fixtures within Copper Rim will be consistent with the style of fixtures prescribed by West Jordan City lighting standards.

Only full cut-off fixtures are permitted. No uplight for area and street lighting is allowed to reduce glare, light trespass, and sky glow. Lumen levels should not exceed 1.25 foot candles, or 3,500 base foot candles per acre. Lighting may be used for safety and convenience but it is not necessarily uniform or continuous. After curfew, most lighting should be extinguished or reduced to activity levels of lighting.

Up-lighting from low-voltage landscape light fixtures is permitted to illuminate vegetation, tree canopy and architectural interest. The term low voltage landscape and architectural lighting, for the purpose of these standards, refers to permanently installed outdoor lighting fixtures operating at 12 volts or less, which illuminate landscape environments and exterior structures.

**TABLE 13 - PUBLIC LIGHTING**

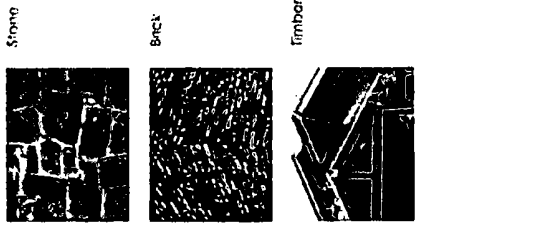
TYPE	HEIGHT	SPACING	WALL MOUNT	TYPE	SIZE/HEIGHT	SPACING
COLUMN 	T2			T2		
	T3-R	10 - 14 ft.	300 ft. on center min.	T3-R		
	T4-R			T4-R		Opportunistic
	T4-SL		300 ft. on center min.	T4-SL	Appropriate to achieve proper architectural scale	Opportunistic
	T4			T4		Opportunistic
POST 	T5-R	12 - 16 ft.	200 ft. on center min.	T5-R		Opportunistic
	T2			T2		
	T3-R	8 - 10 ft.	300 ft. on center min.	T3-R		
	T3			T3		
	T4-R			T4-R		20 ft. on center min.
T4-SL		200 ft. on center min.	T4-SL	3 ft. max.	20 ft. on center min.	
T4			T4		20 ft. on center min.	
T5-R			T5-R	3 ft. max.	20 ft. on center min.	

Note: Where possible, lights should be located in line with side lot lines.

## BUILDING FORM

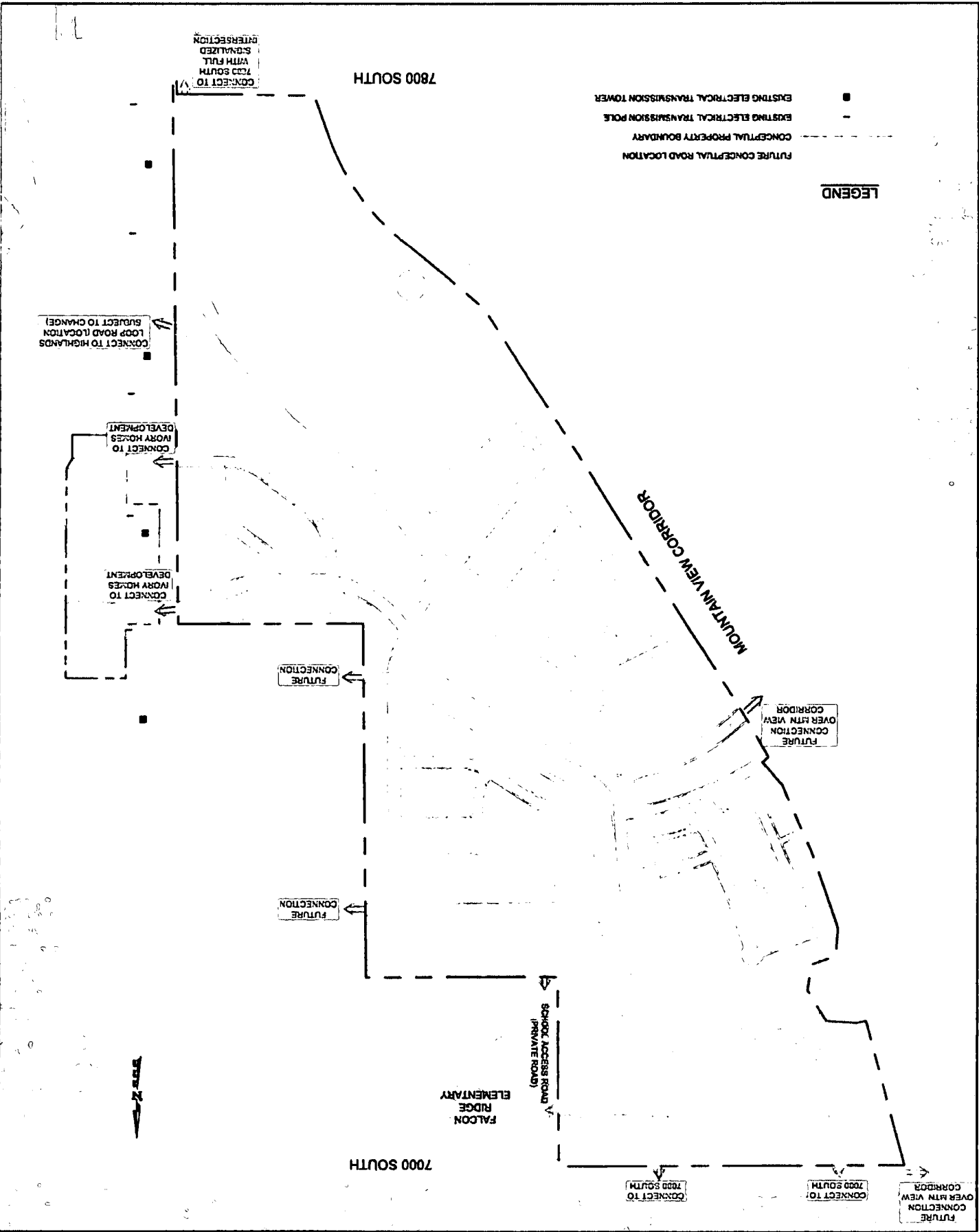
### ARCHITECTURAL MATERIALS

a. The following are the acceptable prearranged materials for non-residential development:



# ROAD STANDARDS



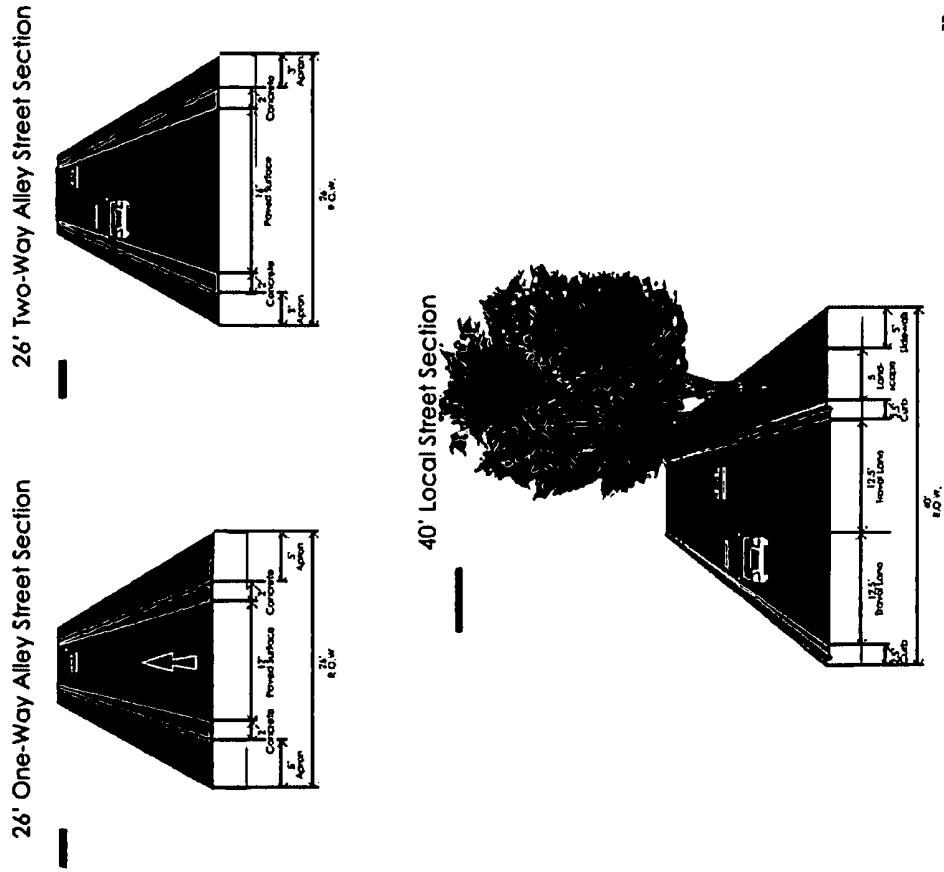
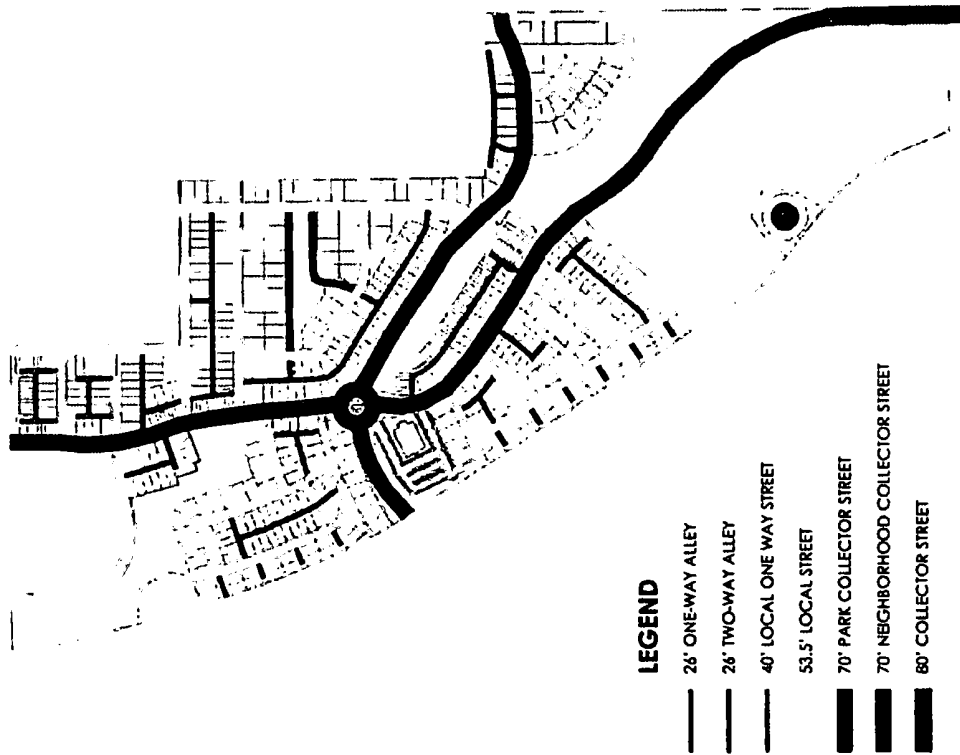


03/15/2018 11:53 AM Project Civil Engineering Services\JZ\2018 Project\101.100 Final E.D. Transportation Access Plan - Figure 8 - 2/28/2018 10:58 AM.dwg

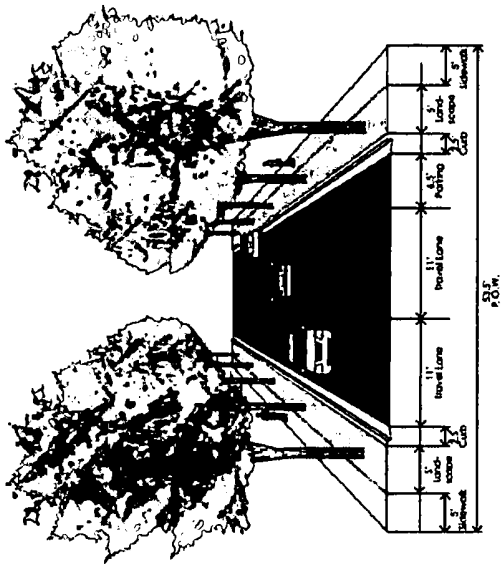
## PROTOTYPICAL THOROUGHFARE SECTIONS

Thoroughfare sections on this page demonstrate proposed configurations for the major collectors, local streets, and alleys within this community plan.

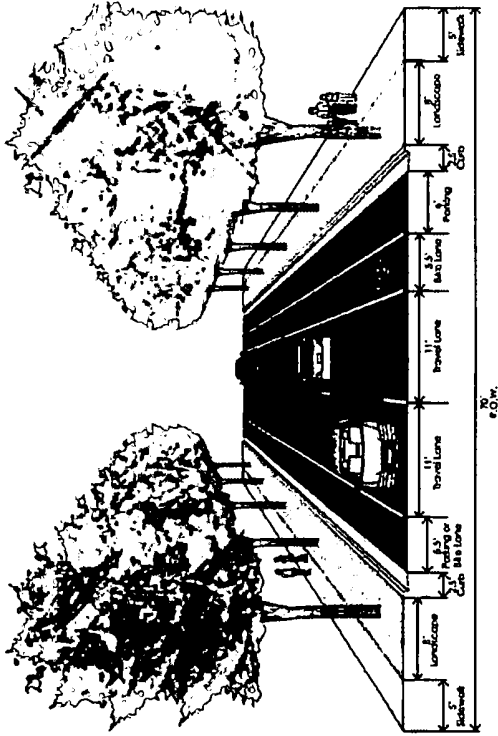
The following street sections were developed in conjunction with West Jordan City Staff in order to accommodate the potential for on-street parking. The prescribed asphalt section for minor collectors in the existing City standards is 37' Bill Baranowski suggested that we increase the pavement section slightly to 39' in order to provide enough room for on-street parallel parking. Collector streets also have a 5' mini. sidewalks and 8' park strips.



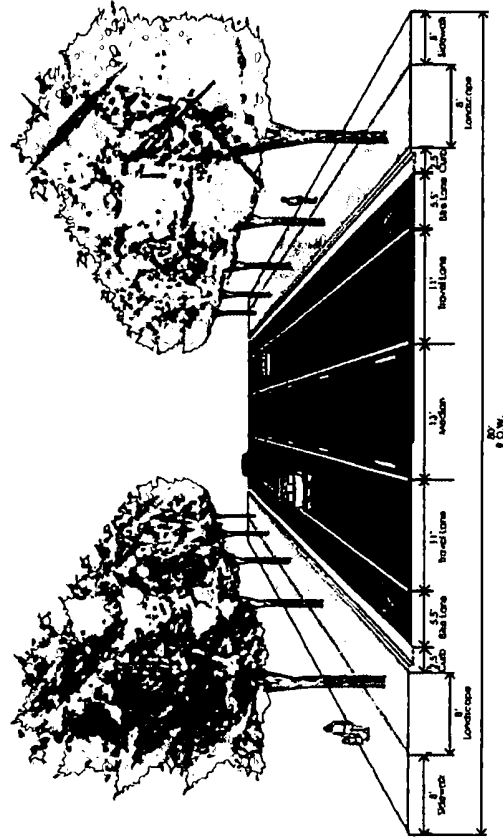
53.5' Local Street Section



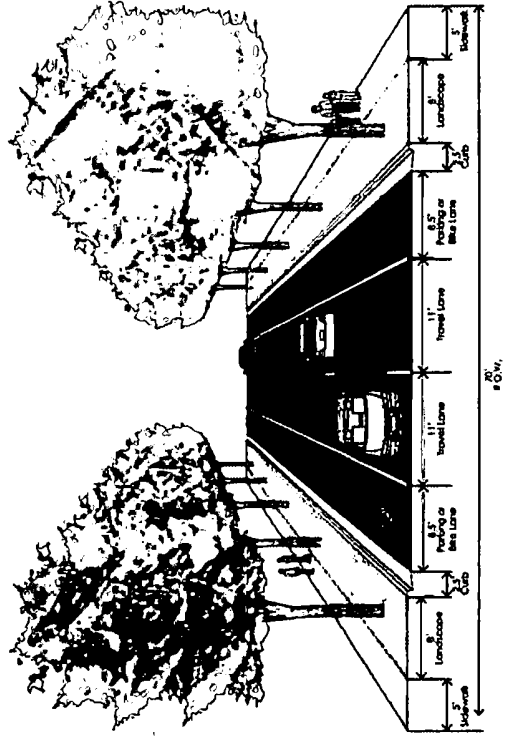
70' Park Collector Street Section



80' Collector Street Section



70' Neighborhood Collector Street Section



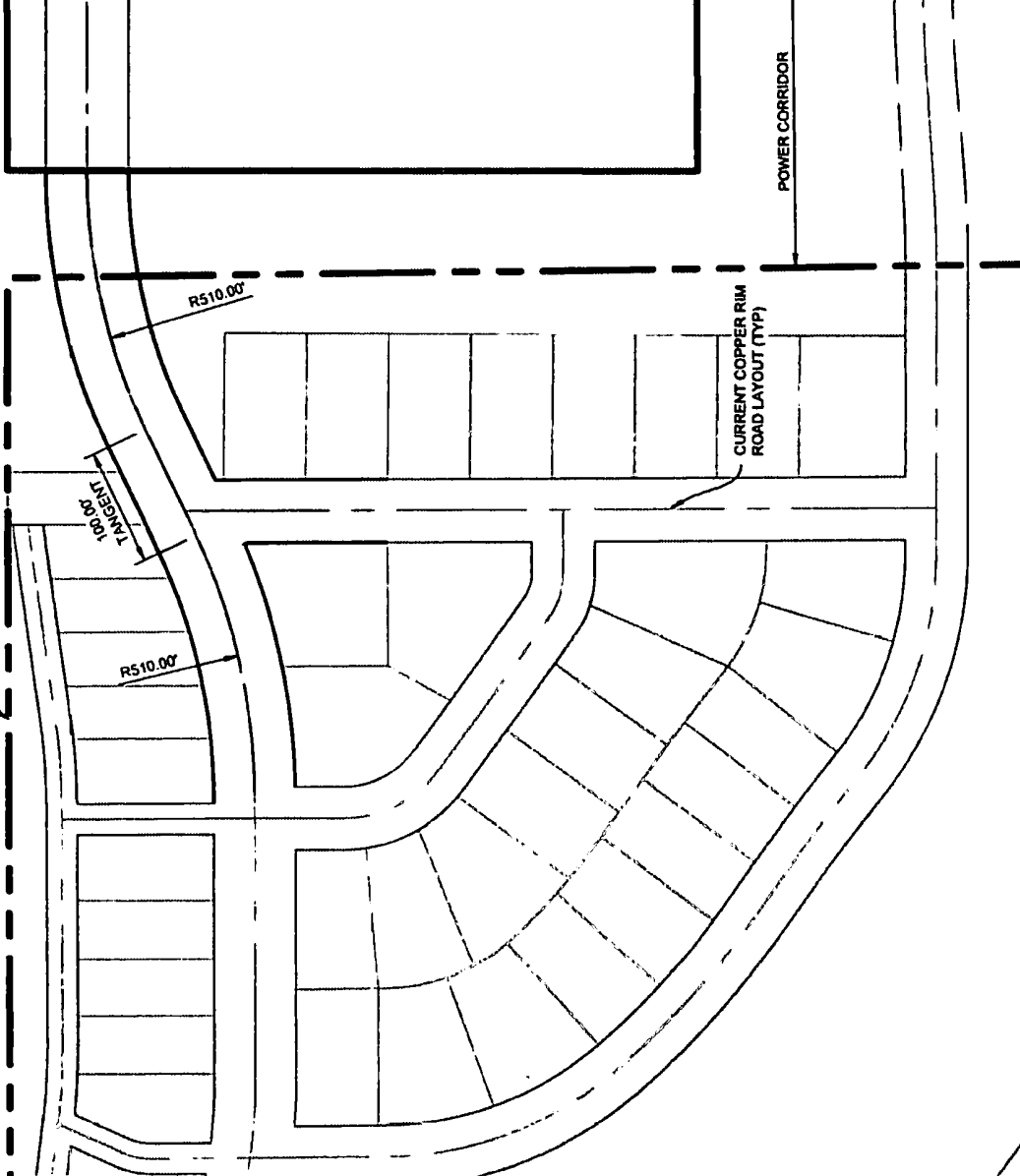
0 75' 150'  
SCALE: 1" = 150'



SOMMERGLEN HEIGHTS  
AT THE HIGHLANDS  
PHASE 4 BOUNDARY

SOMMERGLEN HEIGHTS  
ROAD LAYOUT (TYP)

COPPER RIM DEVELOPMENT  
PROPERTY BOUNDARY



**NOTES:**

1. CONFIGURATION SHOWN IS BASED UPON INFORMATION OBTAINED FROM THE WEST JORDAN CITY ROAD & BRIDGE STANDARDS POLICIES & DESIGN CRITERIA MANUAL DATED APRIL 2016. THE TABLES BELOW ARE EXCERPTS FROM SAID MANUAL.

Table 2.1.1  
Standards for Curve Radii

Type of Pavement	Minimum Radius of Curve (ft)
Local Roads - 20 MPH	250
Collector Roads - 30 MPH	450
Arterial Roads - 40 MPH	800
Major Arterial Roads - 45 MPH	1100
Interstates	3000

Table 2.1.2  
Collector Street Design Guidelines

Item	Requirement	Notes
Level Classification	Level	70'-80'
Right-of-Way Width	30'-40'	70'-80'
Pavement Width	17'-5'	17'-5'
Type of Curve	A = High Bank Curve B = Moderate and Heavy Bank (1:1) C = Flat	A, B, C
Minimum Right-of-Way Distance (ft)	30'	30'
Minimum Right-of-Way Width (ft)	75'	105'
Minimum Right-of-Way Depth (ft)	20'	30'
Minimum Right-of-Way Area (sq ft)	450	150
Minimum Right-of-Way Volume (cu ft)	150	105'
Minimum Right-of-Way Slope	5%	5%
Minimum Right-of-Way Elevation	5'	5'
Minimum Right-of-Way Finish	5'	5'
Minimum Right-of-Way Structure	5'	5'

Table 2.1.3  
Intersection Design Guidelines

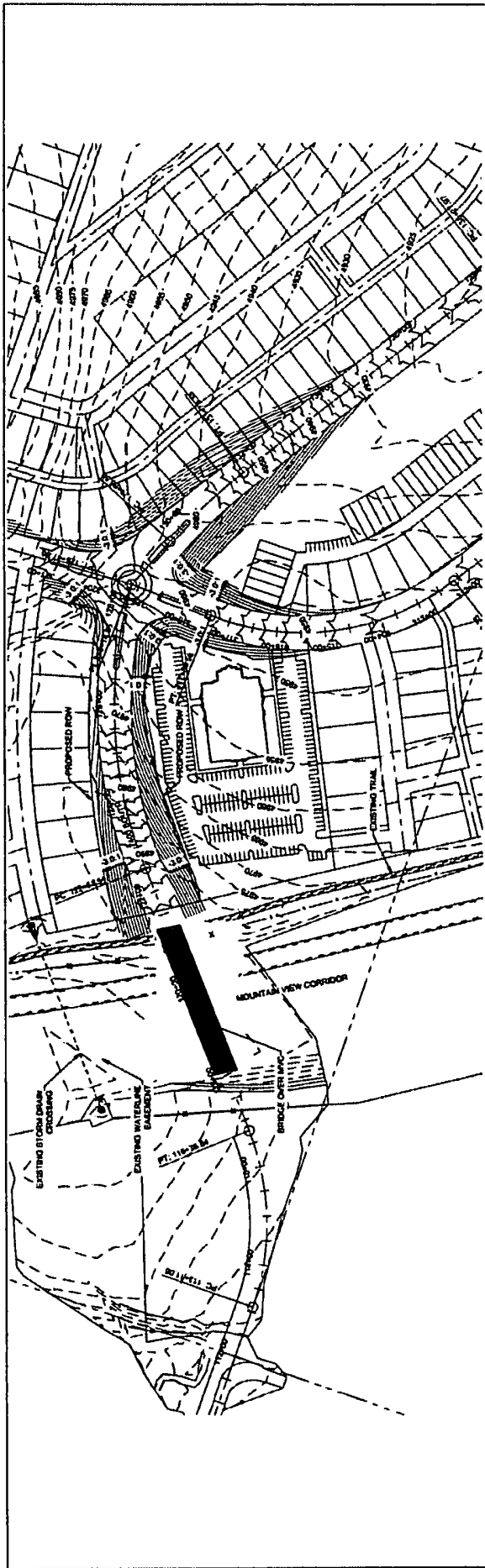
Item	Requirement	Notes
Level Classification	Level	70'-80'
Right-of-Way Width	30'-40'	70'-80'
Pavement Width	17'-5'	17'-5'
Type of Curve	A = High Bank Curve B = Moderate and Heavy Bank (1:1) C = Flat	A, B, C
Minimum Right-of-Way Distance (ft)	30'	30'
Minimum Right-of-Way Width (ft)	75'	105'
Minimum Right-of-Way Depth (ft)	20'	30'
Minimum Right-of-Way Area (sq ft)	450	150
Minimum Right-of-Way Volume (cu ft)	150	105'
Minimum Right-of-Way Slope	5%	5%
Minimum Right-of-Way Elevation	5'	5'
Minimum Right-of-Way Finish	5'	5'
Minimum Right-of-Way Structure	5'	5'

**HORROCKS**  
ENGINEERS & ARCHITECTS  
2182 West Grove Pkwy., Suite 400  
Pleasant Grove, UT 84062  
(801) 783-5100  
www.horrocksb.com

**WARNING**  
1/2  
IF THIS BAR DOES NOT MEASURE THE DRAWING IS NOT TO SCALE

**COPPER RIM DEVELOPMENT**  
SOMMERGLEN CONNECTION EXHIBIT

**DRAWING INFO**  
DATE 03/17/18  
SCALE 1" = 150'  
REV # DATE  
PROJECT NO: PG-181-938  
PAGE 79



STATION	PROFILE	VERTICAL CURVE DATA	GRADE	ELEVATION
111+00				4817.00
112+00				4822.00
113+00				4827.00
114+00				4832.00
115+00				4837.00
116+00				4842.00
117+00				4847.00
118+00				4852.00
119+00				4857.00
120+00				4862.00
121+00				4867.00
122+00				4872.00
123+00				4877.00
124+00				4882.00
125+00				4887.00
126+00				4892.00
127+00				4897.00
128+00				4902.00
129+00				4907.00
130+00				4912.00
131+00				4917.00
132+00				4922.00
133+00				4927.00
134+00				4932.00
135+00				4937.00
136+00				4942.00
137+00				4947.00
138+00				4952.00
139+00				4957.00
140+00				4962.00
141+00				4967.00
142+00				4972.00
143+00				4977.00
144+00				4982.00
145+00				4987.00
146+00				4992.00
147+00				4997.00
148+00				5002.00
149+00				5007.00
150+00				5012.00
151+00				5017.00
152+00				5022.00
153+00				5027.00
154+00				5032.00
155+00				5037.00
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179+00				5157.00
180+00				5162.00
181+00				5167.00
182+00				5172.00
183+00				5177.00
184+00				5182.00
185+00				5187.00
186+00				5192.00
187+00				5197.00
188+00				5202.00
189+00				5207.00
190+00				5212.00

**HORROCKS ENGINEERS**  
 2402 West Olive Street, Suite 400  
 Pleasant Grove, UT 84062  
 (801) 224-9400  
 www.horrockse.com

**COPPER RIM**  
 7400 S. BRIDGE OVER MVC

DATE: \_\_\_\_\_  
 SCALE: 1" = 100'  
 SHEET NO.: \_\_\_\_\_  
 TOTAL SHEETS: \_\_\_\_\_

DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PAGE 03

# CONCEPT PLAT AND PROJECT PHASING

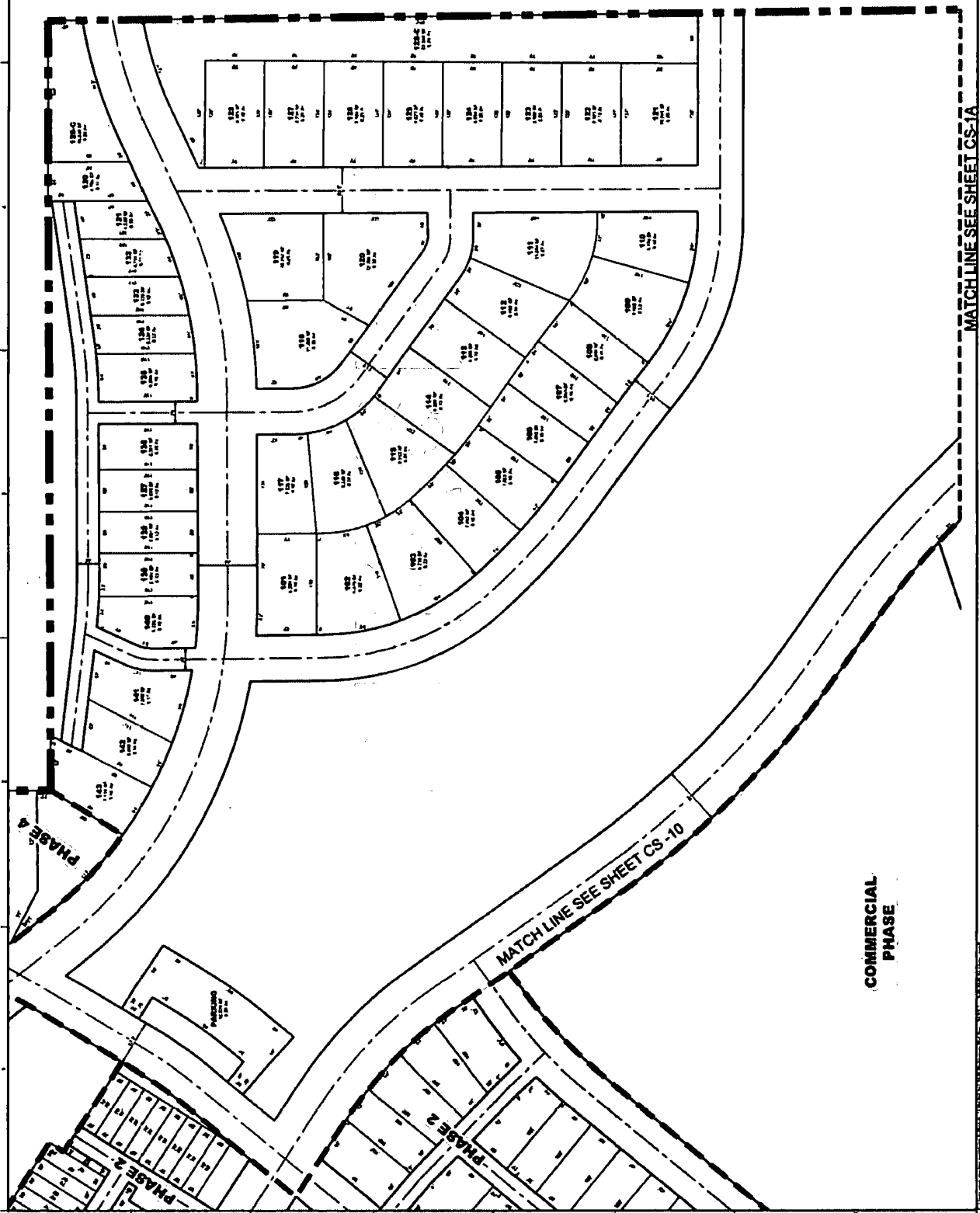


<b>COPPER RIM SUBDIVISION</b> WEST JORDAN, UTAH DESIGN DEVELOPMENT PLAN LOT DESIGN - PHASE 1	
DRAWING NO. 21 JAN 87 DATE 1/27/87 CHECKED BY [Signature] DESIGNED BY [Signature]	PROJECT NO. 10733 SHEET NO. CS-1 TOTAL SHEETS 11

WARNING: THIS PLAN IS A DESIGN DEVELOPMENT PLAN. IT IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL DESIGN SHALL BE DETERMINED BY THE LOCAL GOVERNMENT.

**CS-1**  
 PAGE 2 OF 11

HORROCKS ENGINEERS  
 2121 Third Cross Ferry, Salt Lake City, UT 84143  
 (801) 487-1000  
 WWW.HORROCKS.COM

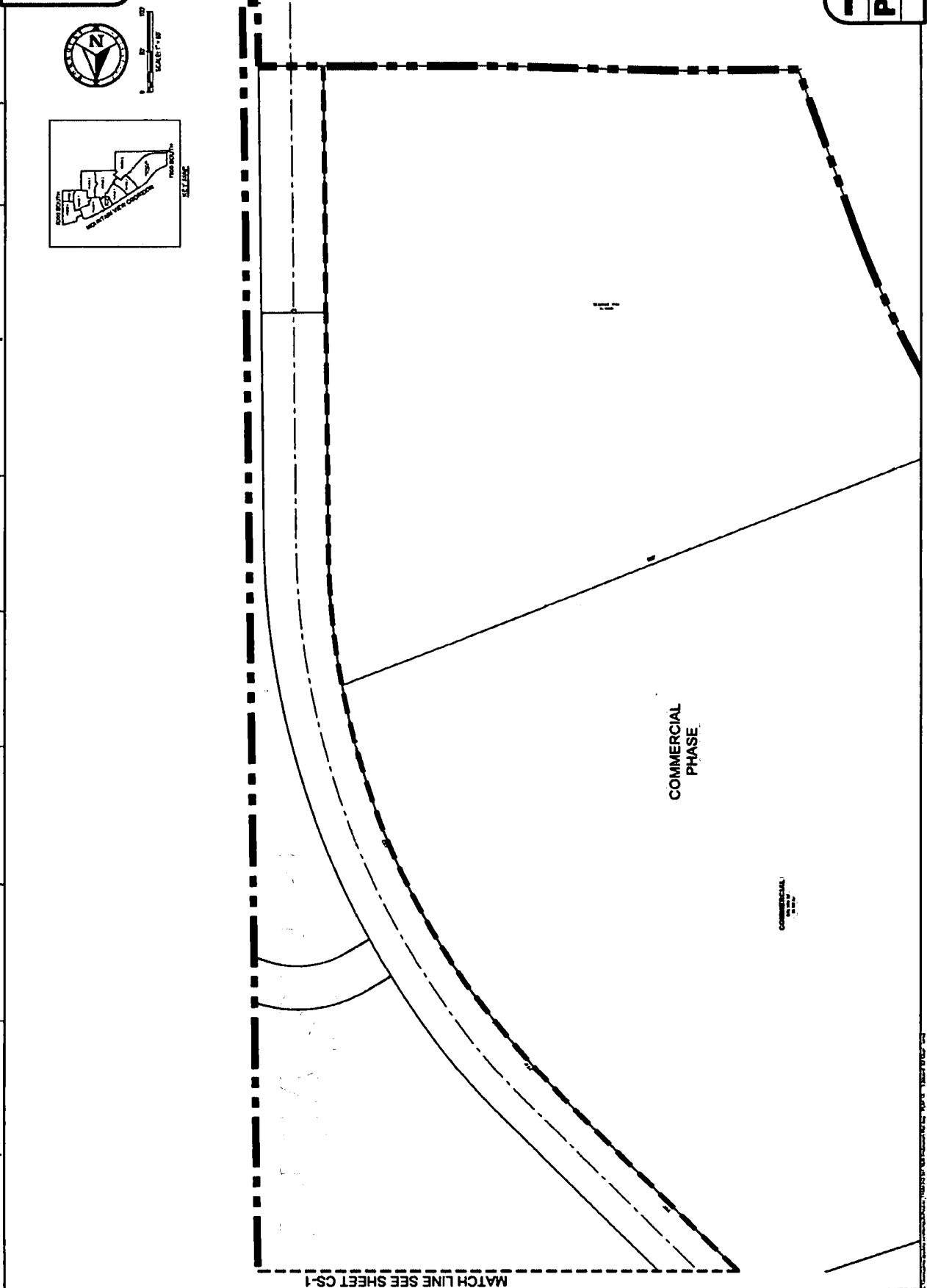
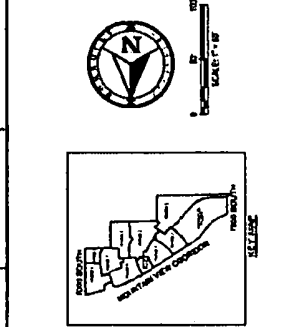


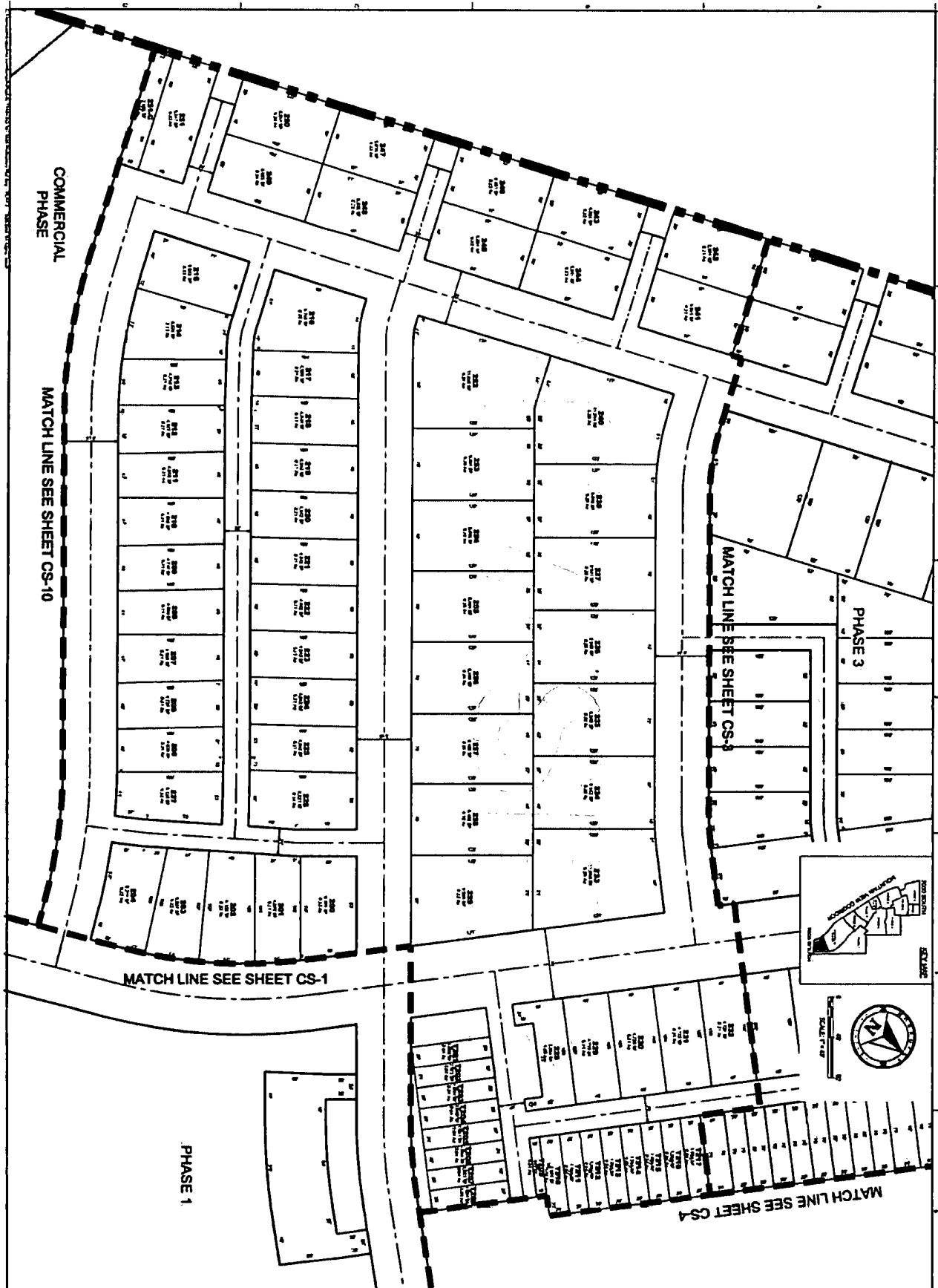


**COPPER RIM SUBDIVISION**  
WEST JORDAN UTAH  
DESIGN DEVELOPMENT PLAN  
LOT DIMENSION - PHASE 1 (2)

DATE	11 JAN 2011
PROJECT	WEST JORDAN UTAH
CLIENT	WEST JORDAN UTAH
SCALE	AS SHOWN
DESIGNER	AS SHOWN
CHECKER	AS SHOWN
DATE	11 JAN 2011

**WARNING**  
IF THIS PLAN DOES NOT  
BEARING IS NOT TO SCALE  
DRAWING IS NOT TO SCALE  
HARRIS ENGINEERING  
1122 West Green Ferry, Suite 400  
West Jordan, UT 84088  
(801) 734-8330  
www.horrocks.com





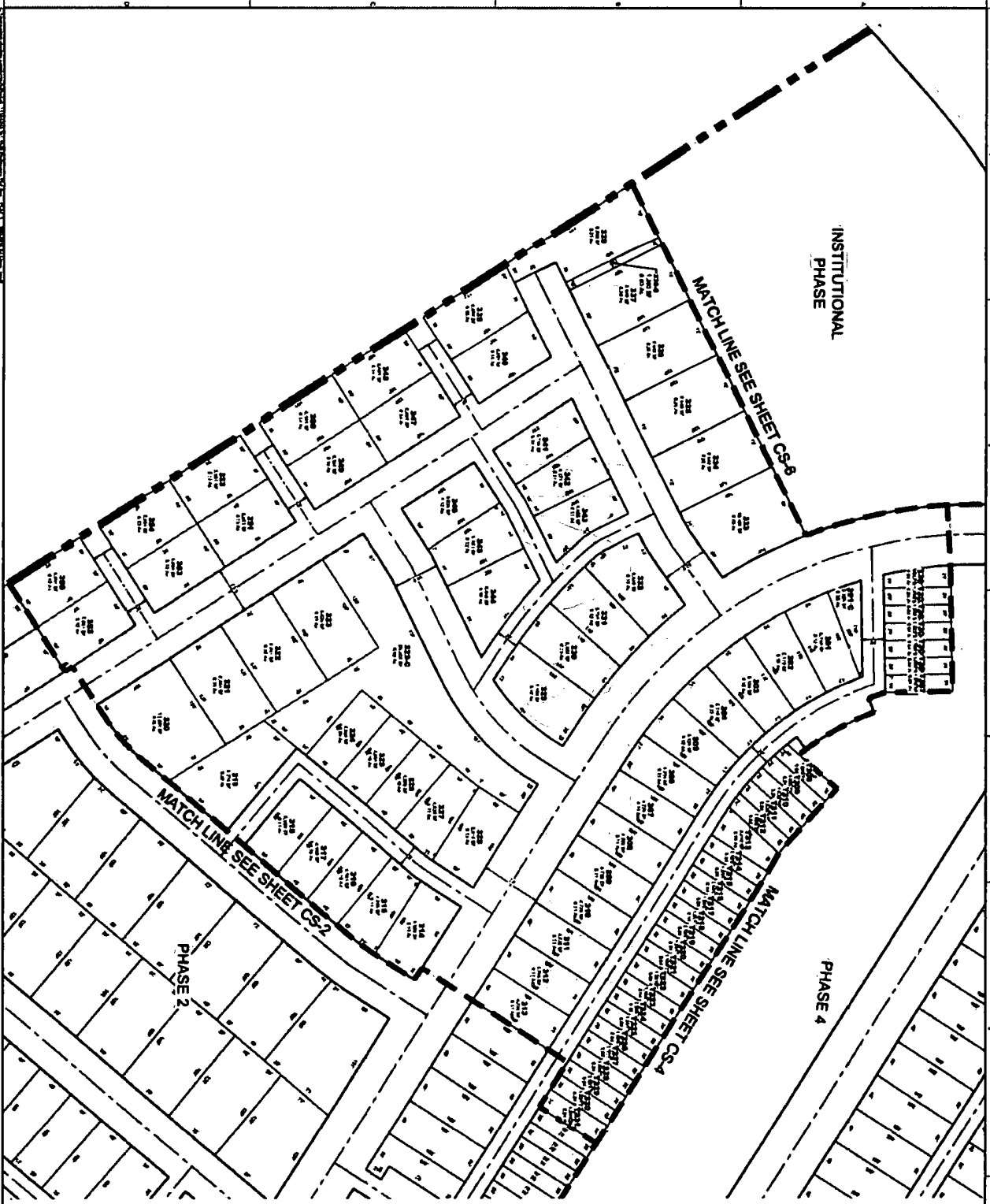
CS-2  
 1/11/12  
 1/11/12

**COPPER RIM SUBDIVISION**  
 WEST JORDAN, UTAH  
**DESIGN DEVELOPMENT PLAN**  
 LOT DIMENSION - PHASE 2

DATE	21 JAN 2012	BY	AK
DESIGNED	AK	CHECKED	AK
DATE	21 JAN 2012	BY	AK
DESIGNED	AK	CHECKED	AK

**WARNING**  
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 SIGNATURE IS NOT TO SCALE

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 Pleasant Grove, UT 84062  
 (801) 763-5100  
 www.horrockse.com



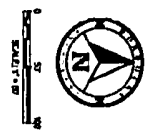
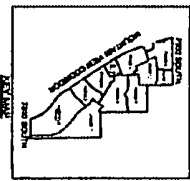
CS-3  
 PLAN 10/1/13

**COPPER RIM SUBDIVISION**  
 WEST JORDAN, UTAH  
**DESIGN DEVELOPMENT PLAN**  
 LOT DIMENSIONS - PHASE 3

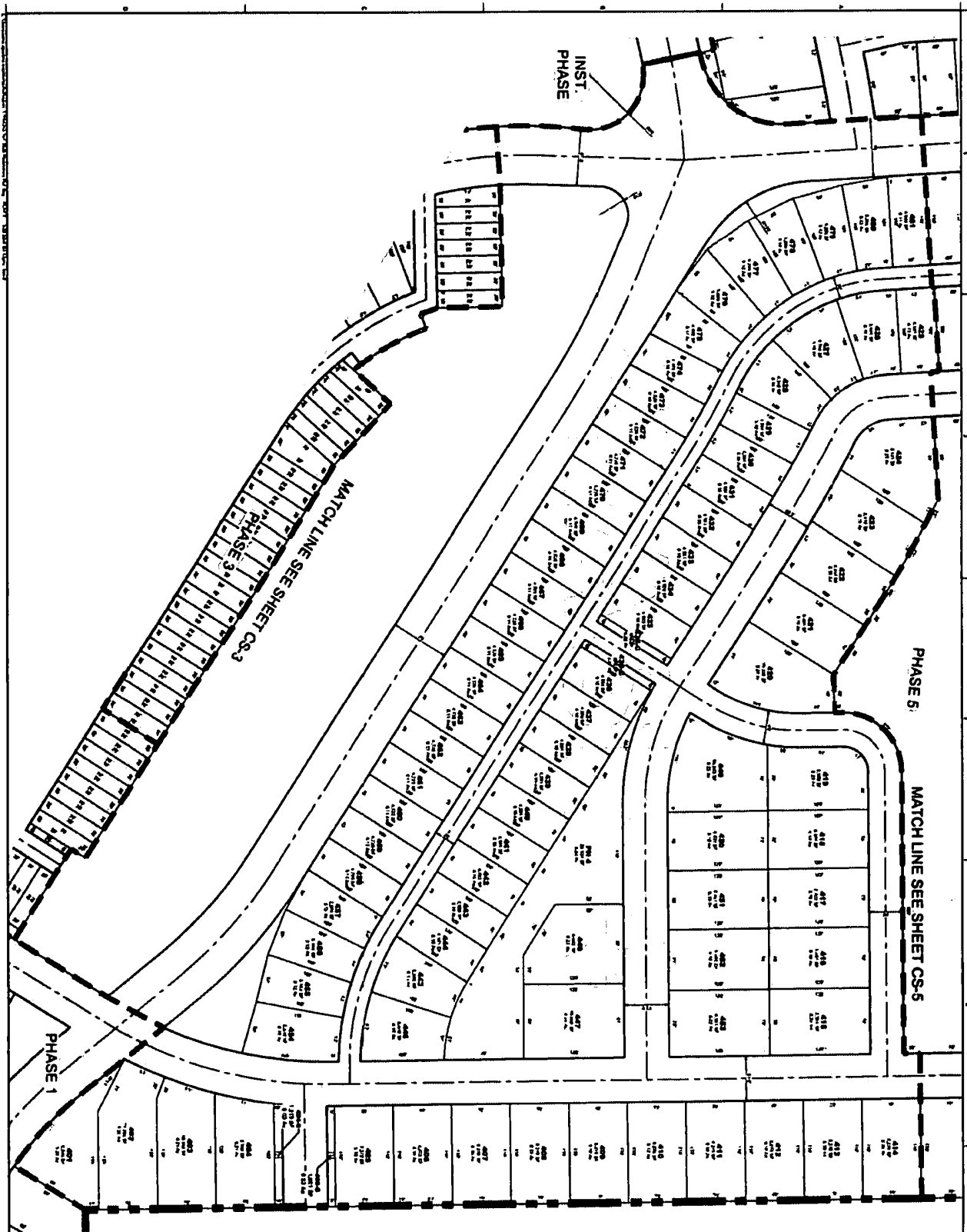
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11 FEB 2013	MM	REVISED PER COMMENTS
11 MAR 2013	MM	REVISED PER COMMENTS
11 APR 2013	MM	REVISED PER COMMENTS
11 MAY 2013	MM	REVISED PER COMMENTS
11 JUN 2013	MM	REVISED PER COMMENTS

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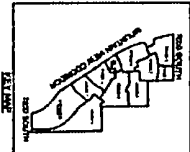


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PAGE 1 OF 12

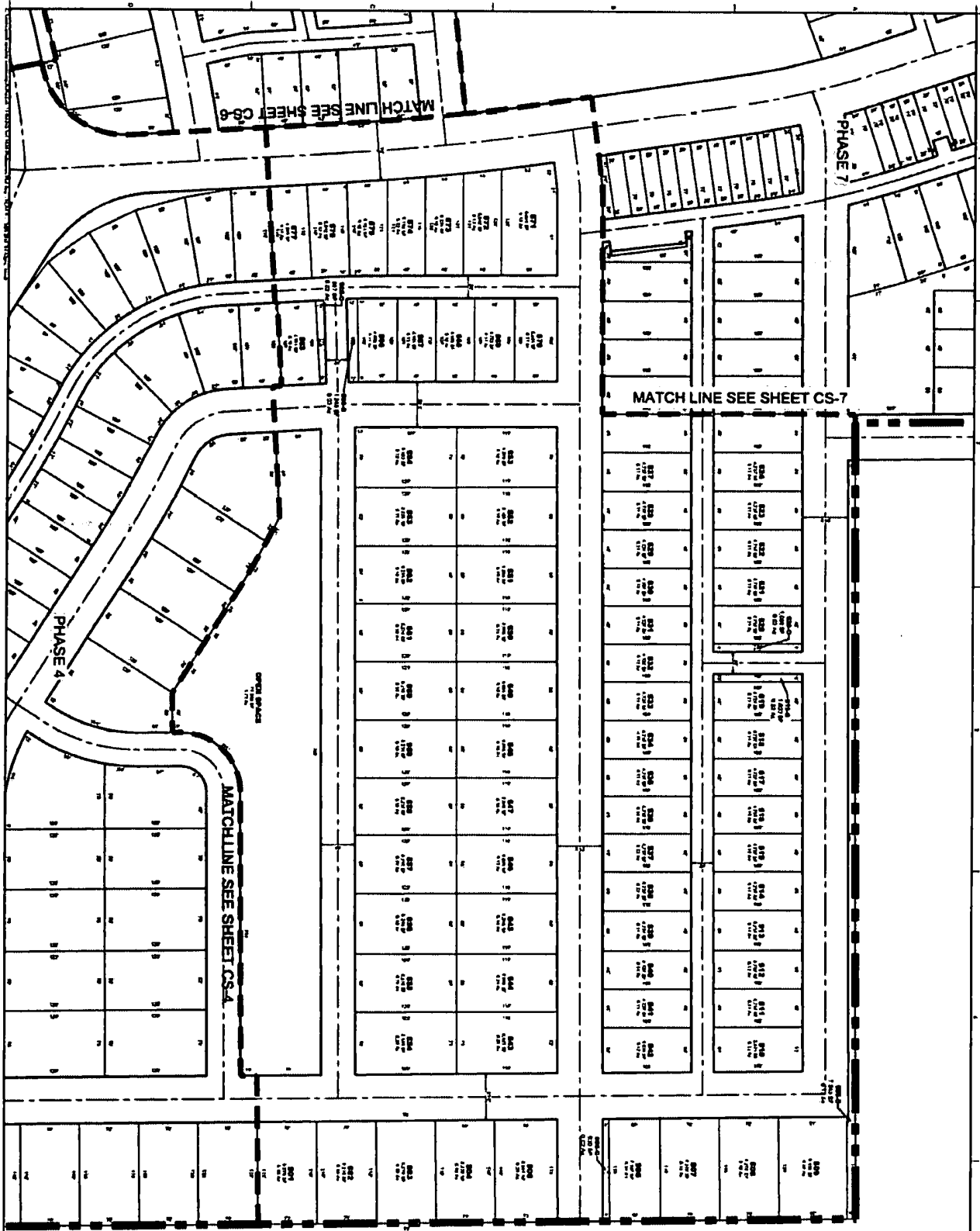
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WEST JORDAN, UTAH  
**DESIGN DEVELOPMENT PLAN**  
LOT DIMENSIONS - PHASE 4

DATE	REVISIONS
11 JAN 2011	REV. A
DESIGNED	MS
CHECKED	MDK
DATE PLOT	DP
PROJECT	PG-113-1628

**WARNING**  
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WEAR LIKE IT THEN  
DISCARD IT AND GET A NEW ONE



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Pleasant Grove, UT 84062  
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**CS-5**  
PAGE 6 OF 11

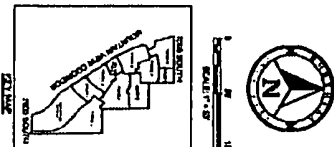
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WEST JORDAN, UTAH  
**DESIGN DEVELOPMENT PLAN**  
LOT DIMENSIONS - PHASE 8

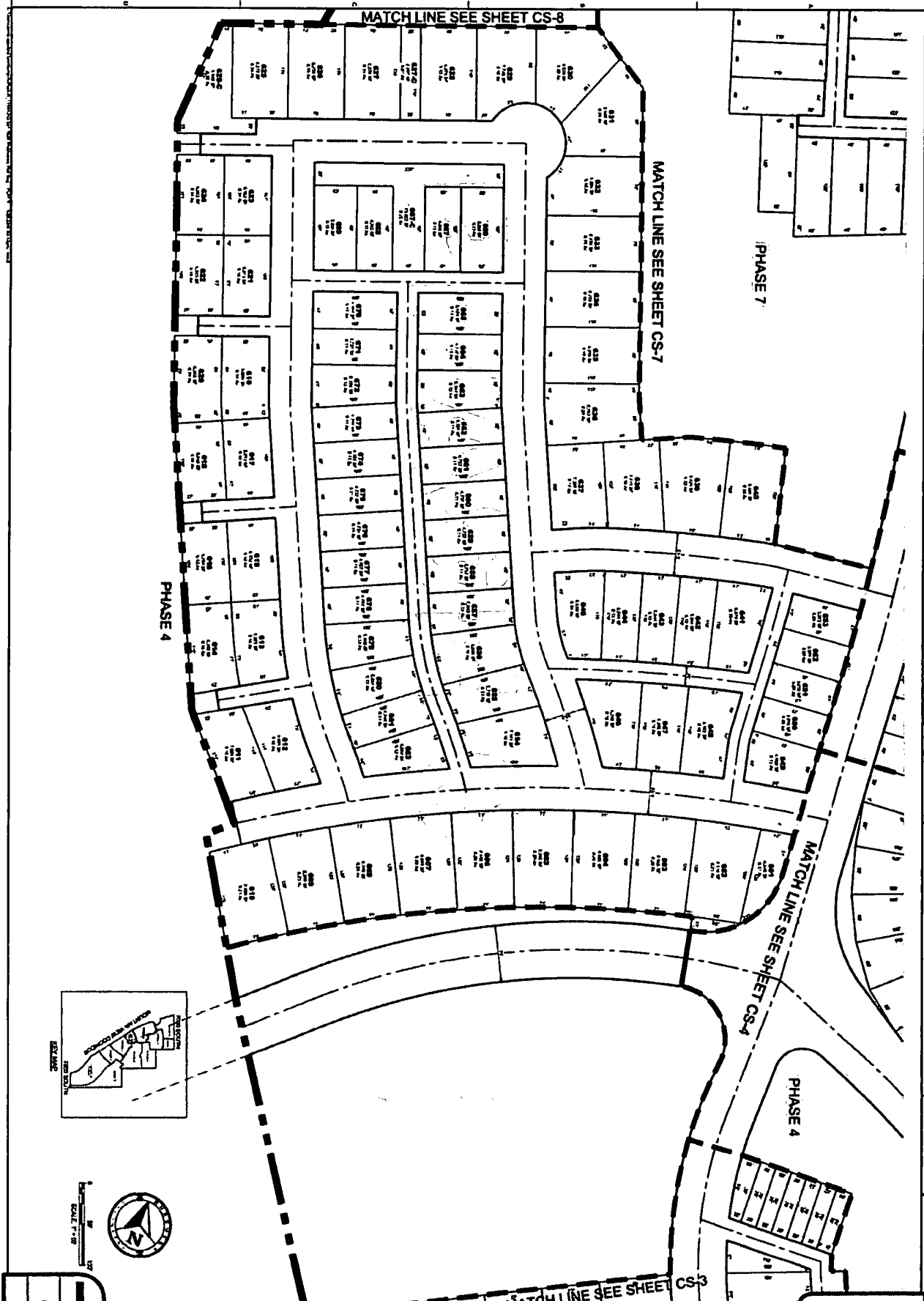
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DATE	31 Jan 2013	REV#	DATE
DRAWN BY	AMB		
CHECKED BY	MEK		
DESIGNED BY	CP		
PROJECT NO.	PG-161-100		

**WARNING**  
THIS DRAWING DOES NOT  
WARRANT ANYTHING  
UNLESS SPECIFICALLY  
NOTED OTHERWISE.

**HORROCKS**  
ENGINEERS

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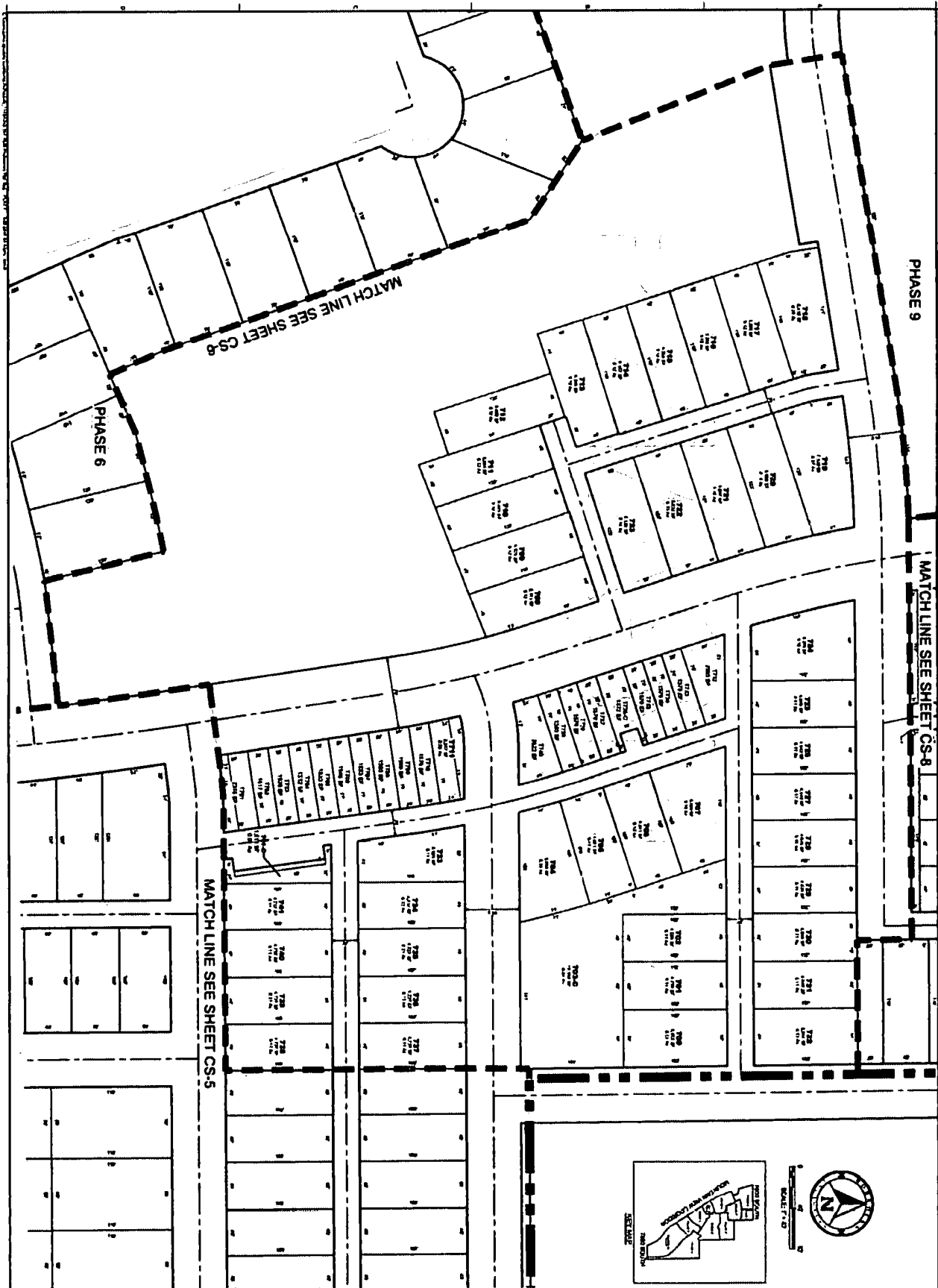


**CS-6**  
PAGE 7 OF 12

<b>COPPER RIM SUBDIVISION</b>		<b>WARNING</b> IF THIS BAR DOES NOT MEASURE 7 1/8" DRAWING IS NOT TO SCALE							
WEST JORDAN, UTAH									
<b>DESIGN DEVELOPMENT PLAN</b>									
LOT DIMENSIONS - PHASE 6 & INSTITUTIONAL PHASE									
DESIGNED AND DRAWN BY: <b>CSH</b> DATE: <b>21 JUN 2011</b> CHECKED BY: <b>MSB</b> SCALE: <b>MDK</b> PROJECT: <b>DP</b> DRAWING: <b>PG-101-100</b>	<table border="1"> <thead> <tr> <th>REVISIONS</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS	DATE						
REVISIONS	DATE								

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ENGINEERS ARCHITECTS

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**CS-7**  
PAGE 3 OF 11

**COPPER RIM SUBDIVISION**

WEST JORDAN, UTAH

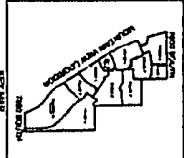
**DESIGN DEVELOPMENT PLAN**

LOT DIMENSIONS - PHASE 7

DATE	DESCRIPTION	BY	SCALE
11 JAN 2015	DESIGN DEVELOPMENT PLAN	MS	AS SHOWN
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		MS	
		MS	

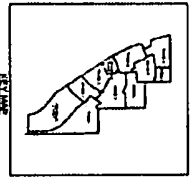
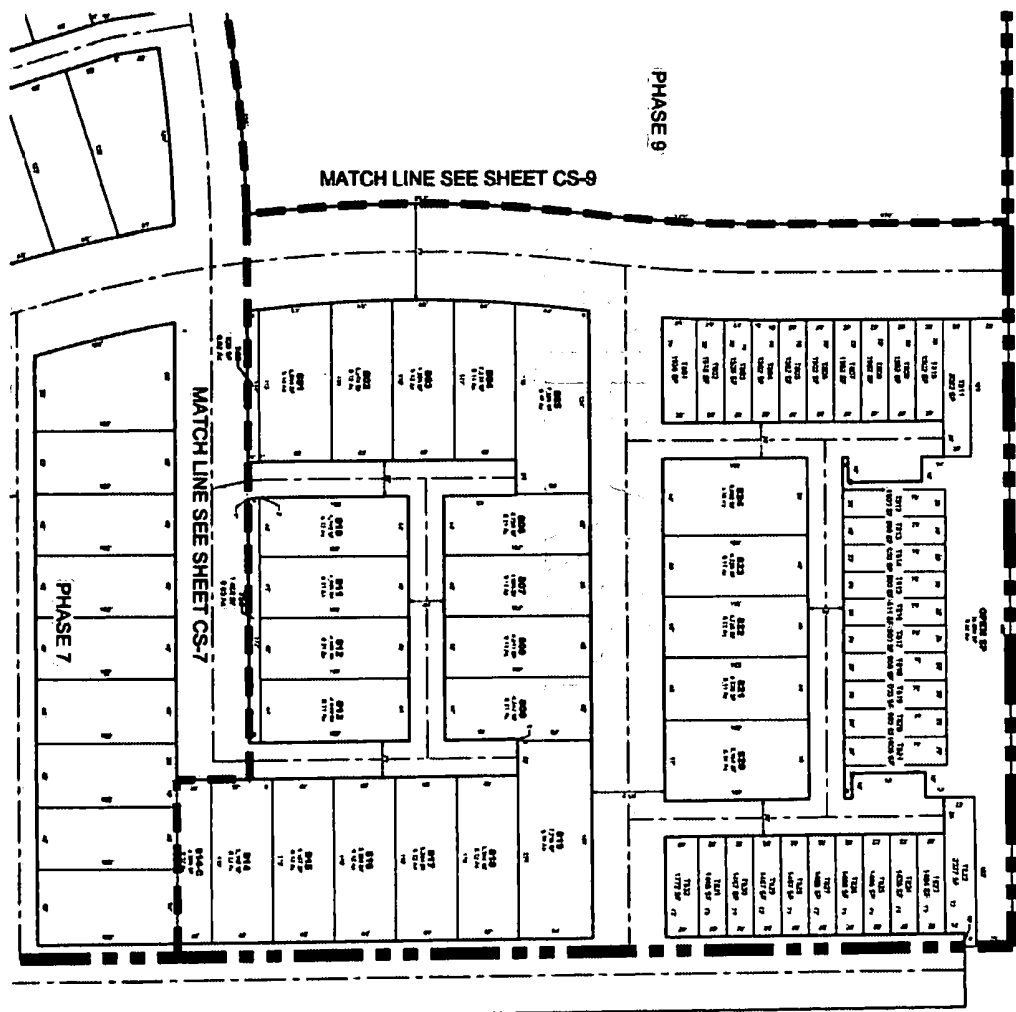
**WARNING**

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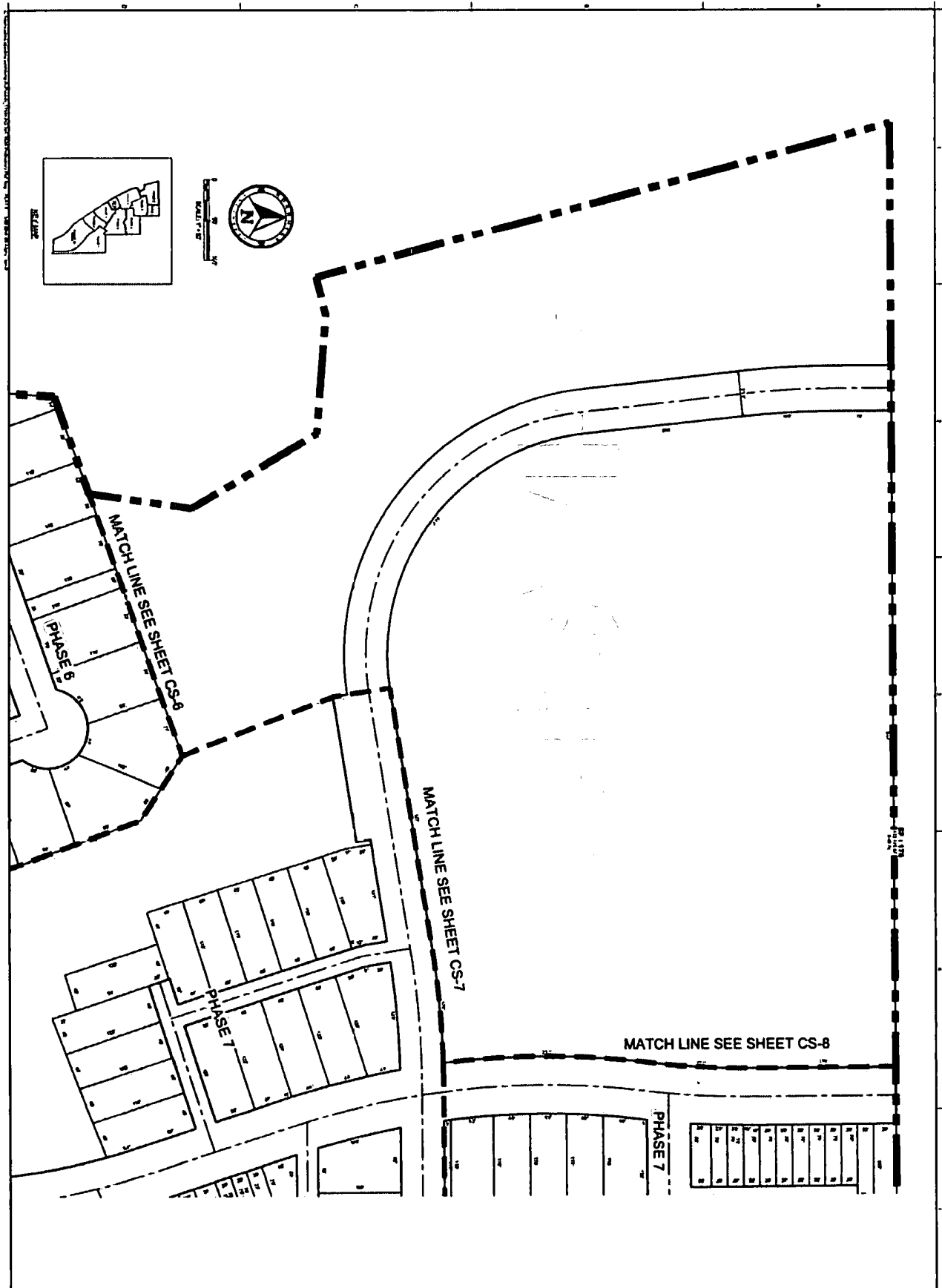
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<p><b>CS-8</b> PAGE 8 OF 13</p>	<p><b>COPPER RIM SUBDIVISION</b></p> <p>WEST JORDAN, UTAH</p> <p><b>DESIGN DEVELOPMENT PLAN</b></p> <p>LOT DIMENSION - PHASE 8</p>	<table border="1"> <tr> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> <tr> <td>21 JUN 2013</td> <td>MSB</td> <td>DATE</td> </tr> <tr> <td></td> <td>MSB</td> <td></td> </tr> <tr> <td></td> <td>MSB</td> <td></td> </tr> <tr> <td></td> <td>MSB</td> <td></td> </tr> <tr> <td></td> <td>MSB</td> <td></td> </tr> </table>	DATE	BY	REVISION	21 JUN 2013	MSB	DATE		MSB			MSB			MSB			MSB		<p><b>WARNING</b></p> <p>IF THIS BAR DOES NOT MEASURE UP THIS DRAWING IS NOT TO SCALE</p>	<p><b>HORROCKS ENGINEERS</b></p> <p>4182 West Green Pkwy., Suite 400 Pleasant Grove, UT 84112 (801) 783-8100 www.horrocks.com</p>
	DATE	BY	REVISION																			
	21 JUN 2013	MSB	DATE																			
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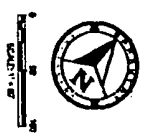
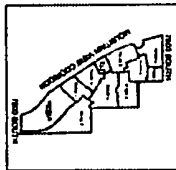
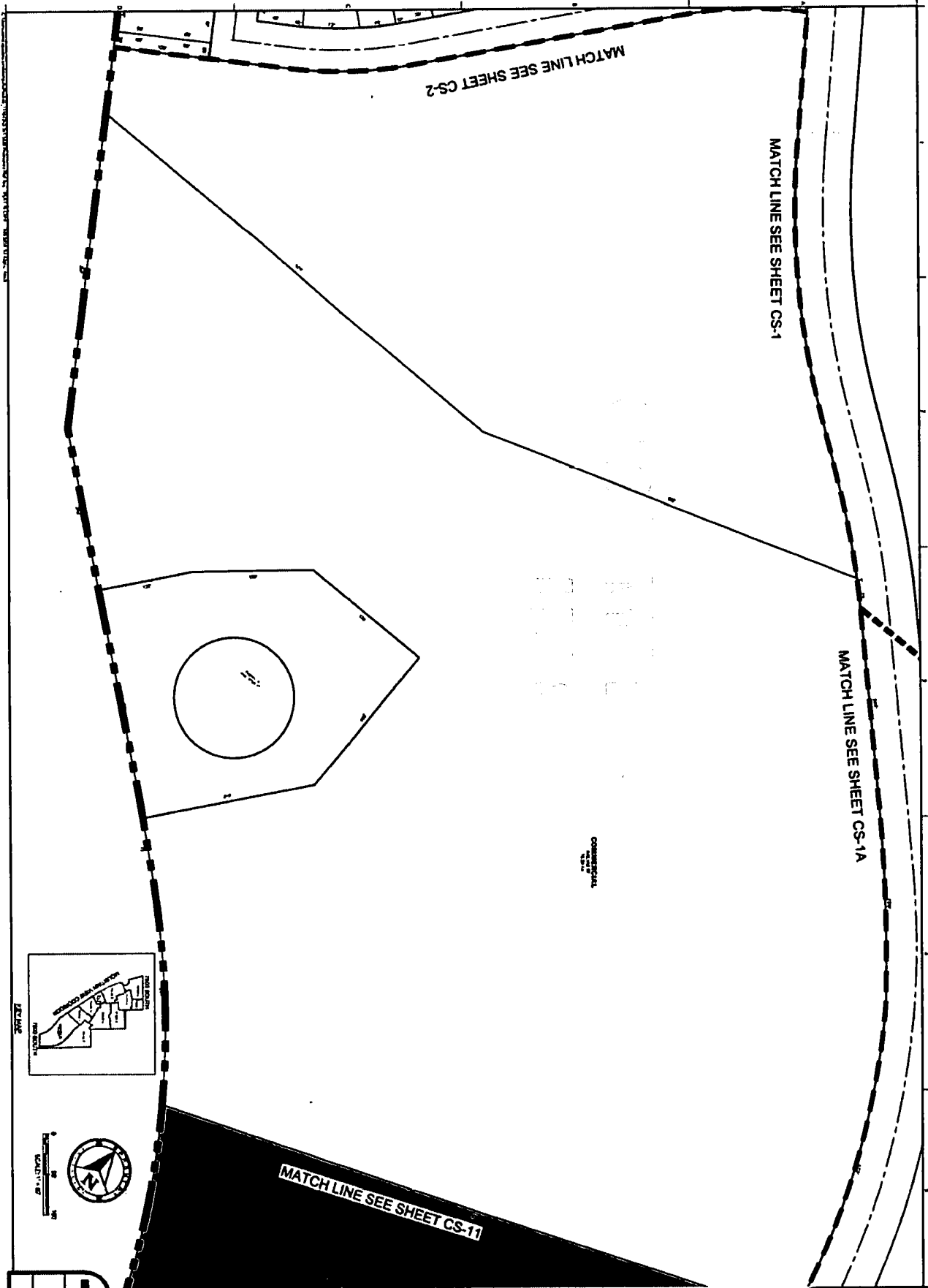
CS-9  
 PART OF LOT 12

**COPPER RIM SUBDIVISION**  
 WEST JORDAN, UTAH  
**DESIGN DEVELOPMENT PLAN**  
 LOT DIMENSION - PHASE 6

DRAWING INFO		REVISIONS	
DATE	21 JAN 2016	NO. 1	SCALE
DESIGNED BY	MSB		
DRAWN BY	MSB		
CHECKED BY	CP		
DATE	08-20-2015		

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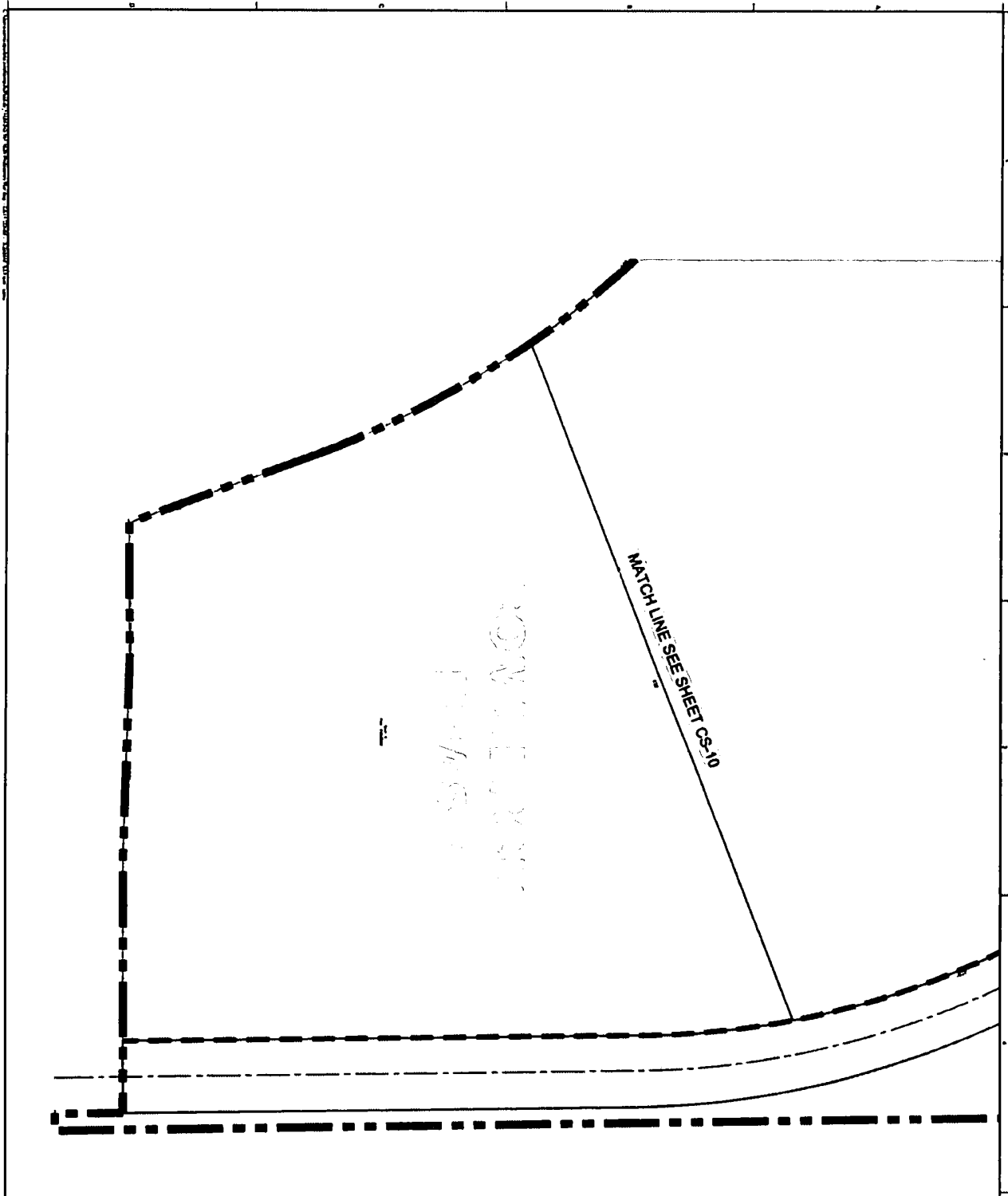
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**COPPER RIM SUBDIVISION**  
 WEST JORDAN, UTAH  
**DESIGN DEVELOPMENT PLAN**  
 LOT DIMENSION - COMMERCIAL PHASE

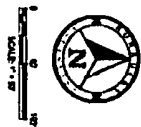
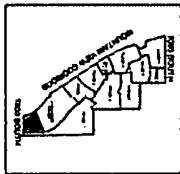
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11/11/13	AK	REVISED PER COMMENTS
12/11/13	AK	REVISED PER COMMENTS

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COPPER RIM SUBDIVISION  
DESIGN DEVELOPMENT PLAN



**CS11**  
 PLAT 12 OF 12

**COPPER RIM SUBDIVISION**  
 WILEY ACRONYM, UTAH  
**DESIGN DEVELOPMENT PLAN**  
 LOT DIMENSION - COMMERCIAL PHASE

DRAWING INFO		REVISIONS	
CITY	21 JAN 2013	REV 1	DATE
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CHECKED BY	MSK		
DESIGNED BY	DP		
PLANNED BY	PG-10-000		

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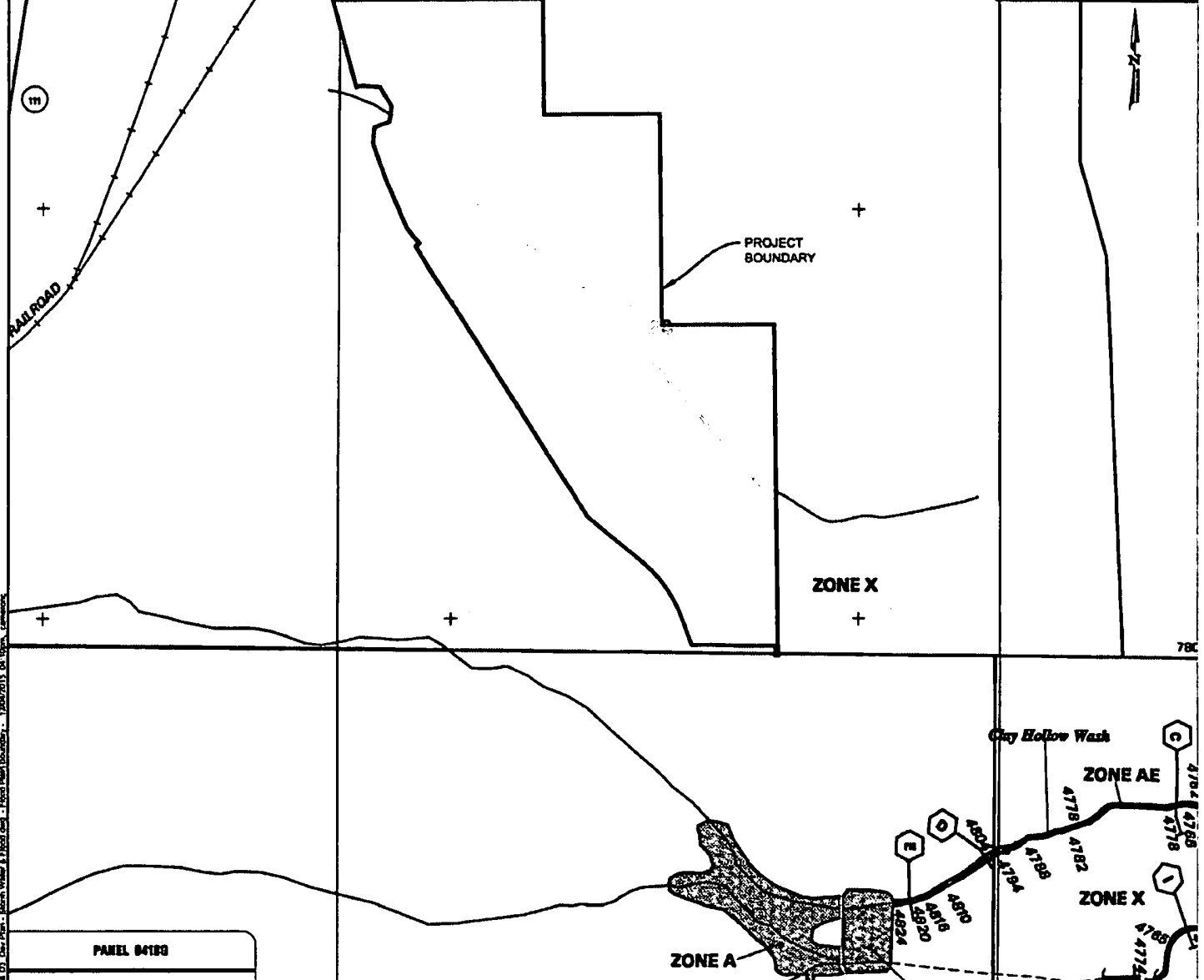
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# LAND FEATURES

SALT LAKE COUNTY  
UNINCORPORATED AREAS  
49012

23



PANEL 04189

**FIRM**  
FLOOD INSURANCE RATE MAP  
SALT LAKE COUNTY,  
UTAH  
AND INCORPORATED AREAS  
PANEL 410 OF 626

SEE MAP INDEX FOR FIRM PANEL LAYOUT

COMMUNITY	MAP NO.	DATE
SALT LAKE COUNTY, UNINCORPORATED AREAS	49035CD4100	09/28/09
WEST JORDAN, CITY OF	49035CD4100	09/28/09
HOVINGHAM, CITY OF	49035CD4100	09/28/09

Notes to Users: This Flood Insurance Rate Map should be used only when shown on a Flood Insurance Policy. For other uses, please contact the Federal Emergency Management Agency.



MAP NUMBER  
49035CD4100

MAP REVISED:  
SEPTEMBER 28, 2009

Federal Emergency Management Agency

**LEGEND**



**SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT**

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

**ZONE A** No base flood elevations determined.



**OTHER AREAS**

**ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.

— Floodplain boundary

— Floodway boundary

(EL 987) Base Flood Elevation value where uniform within zone; elevation in feet\*

\*Referenced to the North American Vertical Datum of 1988

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JFCAPITAL

**FLOOD PLAIN BOUNDARY**

67

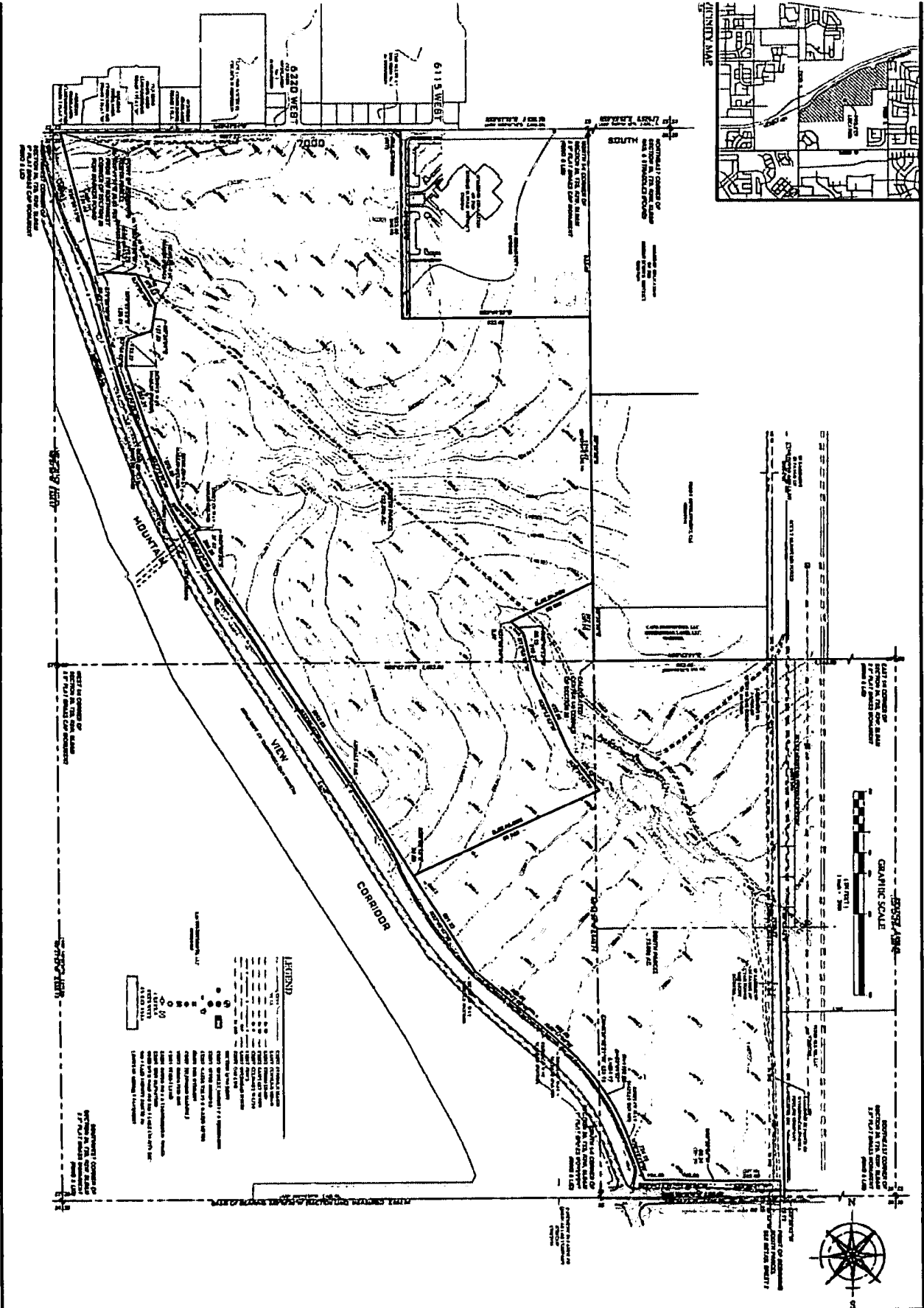
DEVELOPMENT PLAN  
JENSEN PARCEL  
WEST JORDAN, UTAH

EXHIBIT D3

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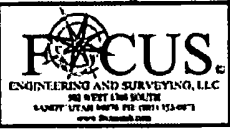
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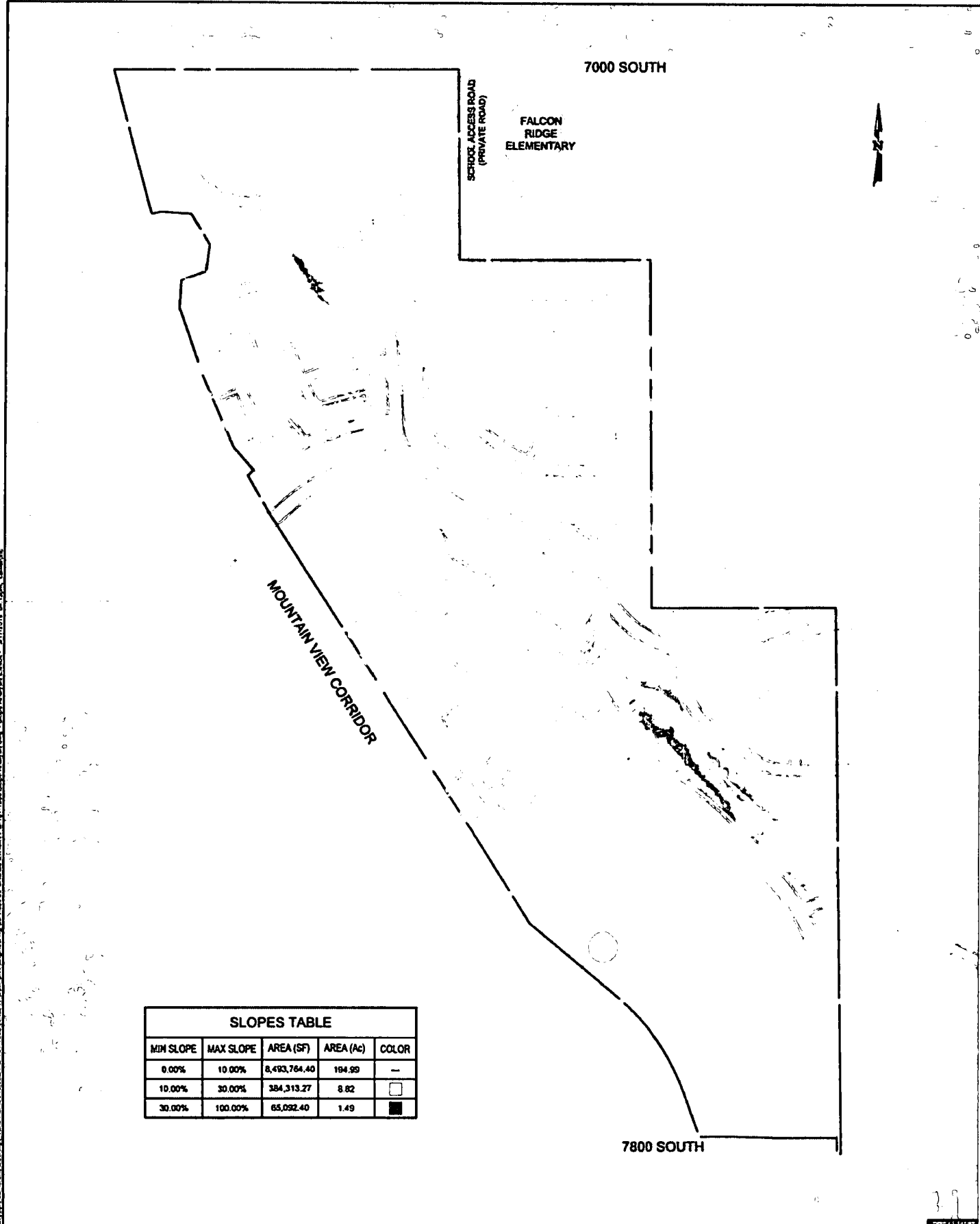
04 DEC 2015



REVISION	DATE	BY	DESCRIPTION
1			
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**BOUNDARY/TOPOGRAPHY SURVEY**  
 LOCATION: NW1/4, SW1/4, & SE1/4 SECTION 26, T2S, R2W, SLB&M  
 WEST JORDAN, UTAH  
 PROPERTY OF: CRAIG D. & RICHARD H. JENSEN  
 PREPARED FOR: JF CAPITAL





SLOPES TABLE				
MIN SLOPE	MAX SLOPE	AREA (SF)	AREA (Ac)	COLOR
0.00%	10.00%	8,493,764.40	194.99	—
10.00%	30.00%	384,313.27	8.82	□
30.00%	100.00%	65,092.40	1.49	■

C:\proj\casework\04\04\04\Task\horrocks\Project\1811108\Jensen Parcel\DWG\Engineering Services\02 CAD\03 Exhibit\01 1811108\_Slope Analysis.dwg - 2/17/2018 04:13:26 - 00000000

<b>HORROCKS ENGINEERS</b> <small>2142 West Cross Parkway          Suite 400          Pleasant Grove, UT 84027          (801) 763-6100</small>	C.W. <b>LAND</b> <small>INC.</small>	<b>SITE SLOPE ANALYSIS</b> DEVELOPMENT PLAN JENSEN PARCEL WEST JORDAN, UTAH	EXHIBIT S1	SCALE: 1" = 600' DATE: 18 MAR 2018
--	--	--	------------	---

To: Project Folder  
Prepared By: Marley Haupt  
Field Biologist  
Horrocks Engineers

Date: December 1, 2015

Memorandum

Subject: Jensen Parcel – Wetlands / Threatened and Endangered Species

---

### Introduction

The project proposes to design and construct a new residential neighborhood on the Jensen parcel which is a 200 acre site located between 7800 South and 7000 South just east of Mountain View Corridor in West Jordan. Marley Haupt of Horrocks Engineers conducted a field visit of the project site on November 23, 2015 in an effort to identify any wetlands, threatened and endangered species, and/or wildlife resources which could be impacted by the project. The purpose of this memo is to report the findings of that field visit and detail any future actions which may need to be taken. For example, if a wetland or wildlife resource was identified further surveying and/or coordination with the appropriate federal agency may be required.

### General Conditions

The weather on the date of the site visit was mostly sunny with a high of 46°F and a low of 23°F. There was no snow on the site on the date of the visit. No precipitation was recorded in West Valley on the date of the visit.

The project site was mostly unvegetated farmland which had recently been plowed (see Photo 1). The site is sloped with the southern portion of the site at the lowest elevation and the northern portion of the site at the highest elevation. Small discontinuous portions of the site did contain vegetation. Dominant vegetation in these areas consisted of weedy upland species, including: kochia (*Kochia scoparia*), Russian thistle (*Kali tragus*), common sunflower (*Helianthus annuus*), and cheat grass (*Bromus tectorum*). Sage brush (*Artemisia tridentata*) and rubber rabbit brush (*Ericameria nauseosa*) were also observed. The field visit was conducted outside the growing season and vegetation observed onsite was brown and no longer flowering.

Photo 1: General Site Conditions – Looking Northwest





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**Field Visit Observations****Potential Waters of the U.S. and Wetlands**

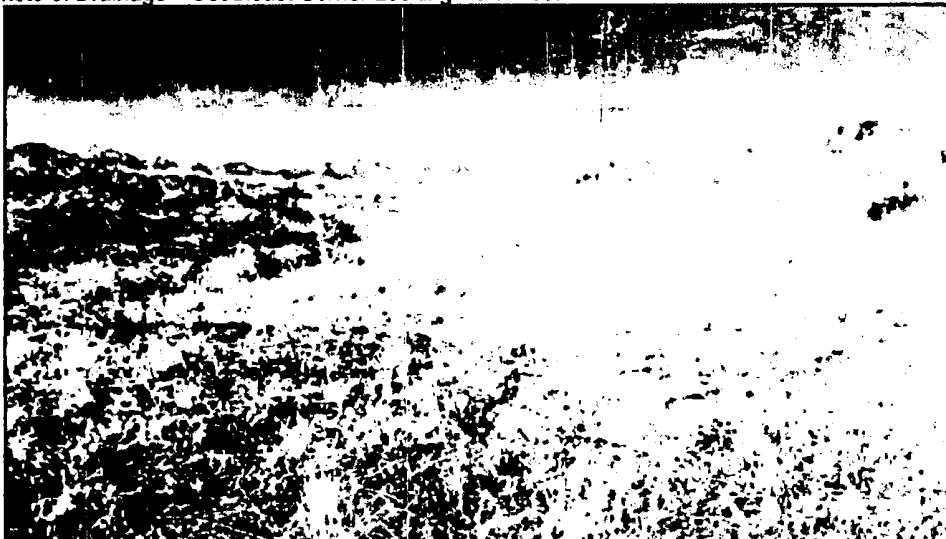
A small dry drainage was observed onsite. The drainage was previously known to be onsite and is sometimes called Dry Wash, although it is not named on U.S. Geological Survey (USGS) topography maps. The drainage is approximately 6,800 feet long and cuts through the center of the site from the northwest corner to the southeast corner. It is connected to a storm water detention basin for Mountain View Corridor. The drainage contains no water except when water from the storm water system is released into the drainage or during heavy storm events. No evidence of an ordinary high water mark for the drainage was observed (see Photo 2 and Photo 3).

No wetlands were observed onsite.

Photo 2: Drainage – Northwest Corner Looking Southeast



Photo 3: Drainage – Southeast Corner Looking Northwest



**Threatened & Endangered Species/ Wildlife**

No evidence of threatened and endangered species or suitable habitat for threatened and endangered species was observed onsite during the field visit. As stated above, the site is largely unvegetated and has been heavily utilized for agriculture. Where vegetation is present it mainly consists of weedy species. Given these conditions, it is unlikely that any listed species are present on the project site (see Photo 4).

A red tail hawk (*Buteo jamaicensis*) was observed flying near several large power line structures located on the project site (see Photo 5). The hawk, and potentially other raptors or migratory birds, may use the structures as roosts or nesting sites. No nests were observed on the project site during the field visit. However, future surveys may need to be conducted prior to construction to identify any potential nesting sites or newly constructed nests.

No other wildlife was observed on the project site.

Photo 5: Power Line Structures on the Project Site



# AFFIDAVITS & OWNERSHIP

**AFFIDAVIT**

**PROPERTY OWNER**

STATE OF UTAH                    )  
  ) ss  
COUNTY OF SALT LAKE        )

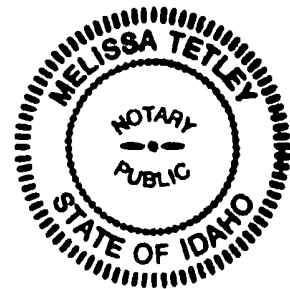
I (we), CRAIG D. JENSEN, \_\_\_\_\_, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property(s) located at NW corner of 7800 South and 5800 West, West Jordan, Utah. My (our) signature below attests that I (we) have reviewed the proposal by JF Capital requesting review and approval of The Jensen Project by the City of West Jordan for the following process(s):  
(Project Name)

- General Land Use Map Amendment                     Rezone                                    Conditional Use Permit
- Temporary Use Permit                                    Variance                                    Lot Line
- Subdivision (Minor, Major, Amendment or
- Site Plan (Multi-Family, Commercial/Industrial or
- Other: \_\_\_\_\_

My (our) signature below attests the I (we) consent to the statements and information provided in the attached plans and exhibits for the requested process(s) as checked above, and that all information presented to me (us) is true and correct to the best of my (our) knowledge.

Craig D. Jensen  
(Property Owner)

\_\_\_\_\_  
(Property Owner)



Subscribed and sworn to me this 16<sup>th</sup> day of December, 2015

Melissa Tetley  
(Notary)  
Residing in Salt Lake County, Utah  
Bonnerville County  
Idaho

My commission expires: Aug 13, 2021

**AFFIDAVIT**

**PROPERTY OWNER**

STATE OF UTAH                    }  
  } SS  
COUNTY OF SALT LAKE        }

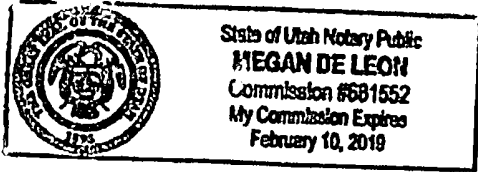
I (we), Richard Jensen, \_\_\_\_\_, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property(s) located at NW Corner of 7800 South and 5800 West, West Jordan, Utah. My (our) signature below attests that I (we) have reviewed the proposal by JF Capital requesting review and approval of The Jensen Project by the City of West Jordan for the following process(s):  
(Project Name)

- General Land Use Map Amendment                     Rezone                     Conditional Use Permit
- Temporary Use Permit                                    Variance                    Lot Line
- Subdivision (Minor, Major, Amendment or
- Site Plan (Multi-Family, Commercial/Industrial or
- Other: \_\_\_\_\_

My (our) signature below attests the I (we) consent to the statements and information provided in the attached plans and exhibits for the requested process(s) as checked above, and that all information presented to me (us) is true and correct to the best of my (our) knowledge.

Richard Jensen  
(Property Owner)

\_\_\_\_\_  
(Property Owner)



Subscribed and sworn to me this 15<sup>th</sup> day of December, 2015.

Megan De Leon  
(Notary)  
Residing in Salt Lake County, Utah

My commission expires: 2-10-19











# ADDENDUMS



**DEVELOPMENT PLAN  
WEST SIDE PLANNING AREA  
PLANNED COMMUNITY  
PLANNED RESIDENTIAL DEVELOPMENT**

**PLANNING AND ZONING**

APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT \_\_\_\_\_

**FINAL DEVELOPMENT PLAN**

Your Check	City Check	Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electronic copy of development plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Modified and updated information from the <i>preliminary development plan</i> reflecting City Council conditions of approval or other conditions or requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Introduction to and scope of the project
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Indicate the location of the project
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Describe all existing and proposed land features, attributes and amenities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide a map of the project's area differentiating land uses
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide information on all improvements and amenities to be installed with details on how these features meet the criteria for density bonuses (if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide information on all zoning regulations detailing <ul style="list-style-type: none"> <li><input type="checkbox"/> Lot area</li> <li><input type="checkbox"/> Setbacks</li> <li><input type="checkbox"/> Building heights</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Show the number and placement of each building and structure, while also representing the number of proposed dwelling units, indicating: <ul style="list-style-type: none"> <li><input type="checkbox"/> Lot area</li> <li><input type="checkbox"/> Setbacks</li> <li><input type="checkbox"/> Building heights</li> <li><input type="checkbox"/> Phasing</li> <li><input type="checkbox"/> Refer to the zoning ordinance for specific submittal requirements within the WSPA</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fencing and wall – explain and indicate the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> Placement/Location</li> <li><input type="checkbox"/> Height</li> <li><input type="checkbox"/> Type</li> <li><input type="checkbox"/> Maintenance responsibilities</li> <li><input type="checkbox"/> Elevation</li> </ul>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lighting – explain and indicate the following: <ul style="list-style-type: none"> <li><input type="checkbox"/> Placement/Location</li> <li><input type="checkbox"/> Height</li> <li><input type="checkbox"/> Style(s)</li> <li><input type="checkbox"/> Elevation/profile</li> </ul>



**DEVELOPMENT PLAN  
WEST SIDE PLANNING AREA  
PLANNED COMMUNITY  
PLANNED RESIDENTIAL DEVELOPMENT**

- Light
- Light base
- Fixture
- Public and private use areas – explain areas which will serve as either public or private use areas
  - Recreational
  - Open space
  - Park
  - School
  - Public utility
  - Maintenance responsibilities for each use area
- Landscaping - identify the following;
  - Location
  - Amount - percentages
  - Proposed trails
- Agreements or Reimbursement of Public Improvements
  - Explain and specify all improvements, facilities and amenities that meet the criteria and eligibility for a reimbursement agreement, pioneering and /or deferrals

Include as an appendix or inserted throughout the report detailed renderings and drawings of the following

- Existing land use and zoning surrounding the proposed development
- Location of all abutting structures within 100 ft
- Identify all abutting property owners
- Exterior elevations of all sides or exterior perspectives of the following:
  - Residential buildings
  - Mixed use buildings
  - Monuments
  - Gateway features
  - any additional structures – dumpsters, mail boxes or other amenity
- Signage
  - Style
  - Height
  - Type
- Residential development
  - Building envelope of every lot
  - Lot dimensions
  - Building footprint
  - Lot area
- Street layout system
  - Renderings and profiles of traffic calming measures and features
- Parking layout with parking calculations
  - Parking stalls
  - Ingress and egress areas
  - Emergency lanes
  - Medians



**DEVELOPMENT PLAN  
WEST SIDE PLANNING AREA  
PLANNED COMMUNITY  
PLANNED RESIDENTIAL DEVELOPMENT**

Location of existing services

- Water
- Sanitary sewer
- Storm Drain
- Electricity
- Natural gas

Copy of final site plan showing:

- Site plan
- Landscape and irrigation plan
- Fencing /wall plan
- Lighting

Copy of final subdivision or condominium plat showing:

- Slope analysis map for projects with a slope in excess of 10%
- Drainage ways
- Roadway plans
- Traffic impact study (if applicable)
- Existing public facilities/utilities

- Electronic copy of all plans in PDF format.

## Zoning & Land Use

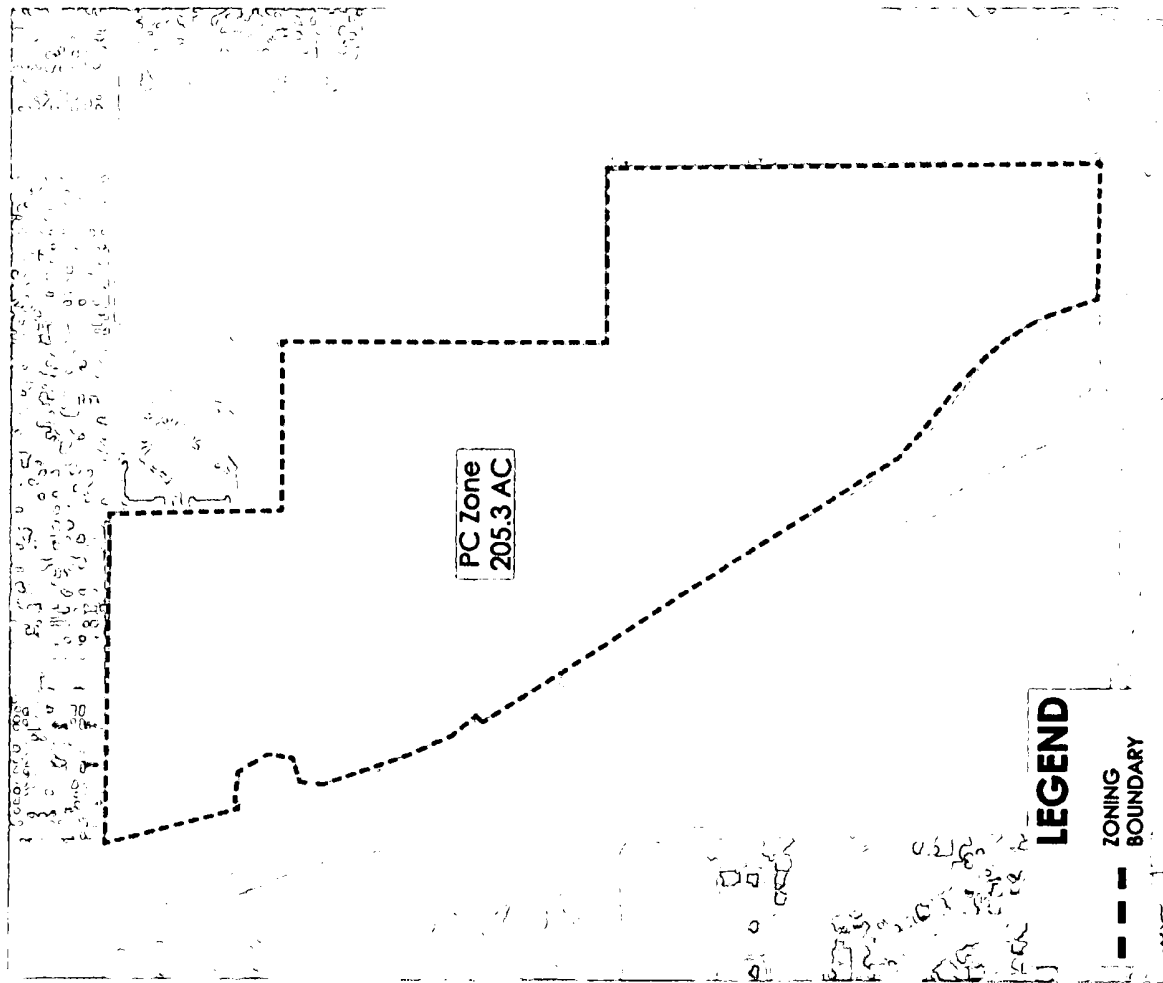
The Copper Rim project is a 205-acre mixed use development located in West Jordan City between 7000 South and 7800 South, from approximately 5900 West to the Mountain View Corridor. The land has historically been zoned A-20 agriculture, but was recently changed to Planned Community (PC). This zone change brings the property more in line with other adjacent properties that have recently been developed and/or approved as commercial or residential development. The construction of Mountain View Corridor (MVC) has significantly altered the character of the property in terms of visibility, land use potential, and access. The close proximity to MVC creates both opportunities and challenges for future land uses within the property. As a result, the master plan includes a mix of medium and higher density residential products, along with a proposed commercial center on 7800 South.

The Preliminary Development Plan calls for 753 residential units; comprised of Preserve Lots, Cottage Lots, Townhomes, and Age Restricted Units. The Copper Rim project also includes a 38.4-acre commercial parcel and a 3.8 acre church site. The average residential density for the medium density area is 4.9 du/ac.

Open space is the central unifying feature within the plan with multiple open spaces that are visually prominent from collector streets. A few of the local streets within the project are also single loaded in order to preserve visual exposure of open space for the majority of residents. Neighborhoods are organized around the open space network that includes a community clubhouse, an amphitheater, a community garden, ten lots, passive and active recreation areas, pocket parks, paseos, greens, miles of trails, and the natural open space drainage corridor associated with Dry Wash.

A great deal of planning effort went into making sure that residential units adjacent to collector streets don't have any driveway curb-cuts onto the collector. All residential units fronting onto collector streets are either alley-loaded, or have a side-run condition making access from an interesting local street. This will create an enhanced pedestrian experience along all collector streets within the project.

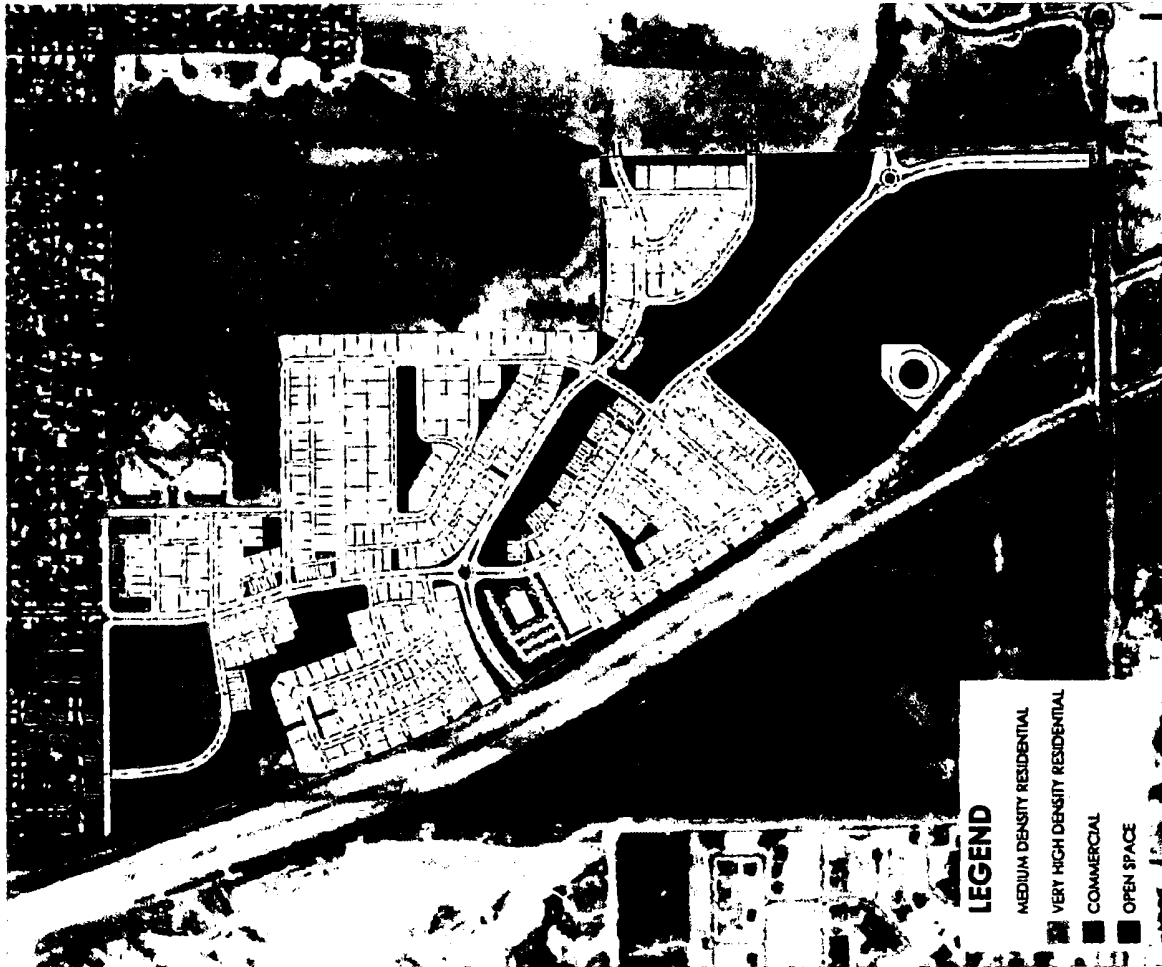
The Copper Rim project is comprised of 9 development phases. Proposed phase boundaries were designed to provide adequate infrastructure and access to development parcels that are large enough to sustain construction for a reasonable period. No new schools will be provided in the plan. Negotiations with the school district determined that residents within the projects can be adequately served by existing nearby schools.



# Use Map and Buildout Allocation

**TABLE 1 - BUILDOUT ALLOCATION**

USE	ACRES
MEDIUM DENSITY RESIDENTIAL	152.3 ac
VERY HIGH DENSITY RESIDENTIAL	14.6 ac
COMMERCIAL	38.4 ac
<b>TOTAL ACRES</b>	<b>205.3 ac</b>



## Density Designation

As seen in the Density Designation diagram to the right, Copper Rim is broken up into three zoning distinctions: Commercial, Medium Density Residential, and Very High Density Residential. The following paragraphs will break down each zoning distinction by acreage, total units, roads, area above 30% slope, and other undevlopable acreage (See Title 13-5C-6-A2 and Title 13-5C-6-B).

### Commercial:

The commercial area as shown in the Density Designation diagram is 38.4 acres. Within this parcel there are no residential units, therefore the density for this area is zero units per acre.

### Medium Density Residential:

The medium density residential area is 152.3 acres, and includes the 3.8 acre institutional phase, and the two acre water tank. There are 42.3 acres of road, and 2.5 acres of area above 30% slope, which leaves 103.7 acres of developable land. Within the medium density residential area are 138 preserve lots, 313 cottage lots, and 61 townhome lots for a total unit count of 512. The average net density for the medium density area is 4.9 du/ac (512 units/103.7 acres)

### Very High Density Residential:

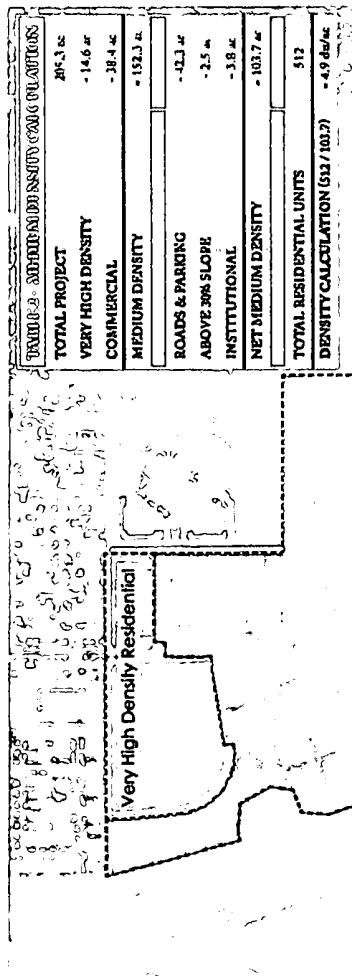
The very high density residential area is 14.6 acres, and encompasses part of phase 8, and part of phase 9. The dividing line between the medium density and very high density residential areas runs along the ROW edge as shown in the Lot Breakdown diagram. There are two acres of roads in this zoning distinction, and no area above 30% slope which leaves 12.6 acres of developable land. Within the very high density residential area are 204 age restricted units, 32 townhomes, and 5 cottage lots for a total of 241 overall units. The average net density for the very high density residential area is 19.1 du/ac (241 units/12.6 acres)

### Overall Density:

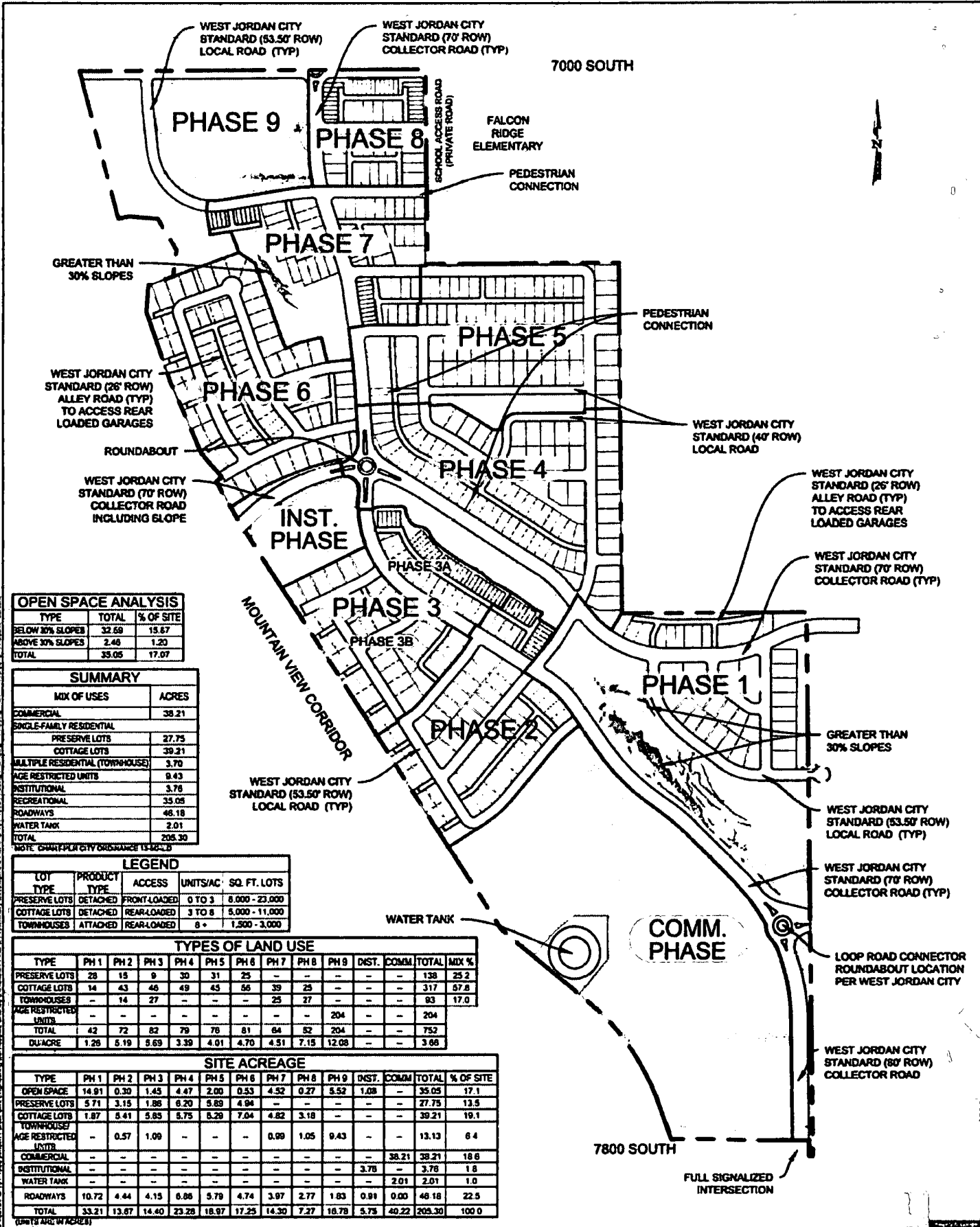
The overall density is calculated by totaling the total number of units, divided by the combined developable area of the entire development. There are 753 units (512 medium density units + 241 very high density units) in the development and 155.8 acres of developable land (38.4 commercial acres + 103.7 medium density acres + 12.6 very high density acres). 753 units divided by 154.7 acres of developable land equals 4.9 du/ac for the entire development. Townhomes constitute 16.9% of the total unit count excluding the age restricted units.

### Lot Types:

Relative to West Jordan's land use classification, low, medium, high, and very high density land use categories, Copper Rim contains 138 medium density lots (preserve lots), 318 high density lots (cottage lots), and 297 very high density lots (townhomes and age restricted units). The product types and density designation listed in this preliminary concept development plan are in harmony with the goals set forth by the West Jordan Comprehensive General Plan which are: vibrant economic development, efficient transportation, sustainable growth, infrastructure and quality design, and responsive, transparent and trusted communication. The plan includes an extensive trail system and cluster design scenarios which allow for larger areas of open space. It also seeks to give a range of residential housing types in order to provide housing opportunities for all age groups and income levels.







**OPEN SPACE ANALYSIS**

TYPE	TOTAL	% OF SITE
BELOW 30% SLOPES	32.69	15.67
ABOVE 30% SLOPES	2.46	1.20
TOTAL	35.05	17.07

**SUMMARY**

MIX OF USES	ACRES
COMMERCIAL	38.21
SINGLE-FAMILY RESIDENTIAL	
PRESERVE LOTS	27.75
COTTAGE LOTS	39.21
MULTIPLE RESIDENTIAL (TOWNHOUSES)	3.70
AGE RESTRICTED UNITS	9.43
INSTITUTIONAL	3.78
RECREATIONAL	35.05
ROADWAYS	46.18
WATER TANK	2.01
TOTAL	205.30

NOTE: CHARTER PLAN CITY ORDINANCE 13-52-LD

**LEGEND**

LOT TYPE	PRODUCT TYPE	ACCESS	UNITS/AC	SQ. FT. LOTS
PRESERVE LOTS	DETACHED	FRONT-LOADED	0 TO 3	8,000 - 23,000
COTTAGE LOTS	DETACHED	REAR-LOADED	3 TO 8	5,000 - 11,000
TOWNHOUSES	ATTACHED	REAR-LOADED	8 +	1,500 - 3,000

**TYPES OF LAND USE**

TYPE	PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8	PH 9	DIST.	COMM.	TOTAL	MX %
PRESERVE LOTS	28	15	9	30	31	25	--	--	--	--	--	138	25.2
COTTAGE LOTS	14	43	46	49	45	56	39	25	--	--	--	317	57.8
TOWNHOUSES	--	14	27	--	--	--	25	27	--	--	--	93	17.0
AGE RESTRICTED UNITS	--	--	--	--	--	--	--	--	204	--	--	204	
TOTAL	42	72	82	79	76	81	64	52	204	--	--	752	
DU/ACRE	1.28	5.19	5.69	3.39	4.01	4.70	4.51	7.15	12.08	--	--	3.68	

**SITE ACREAGE**

TYPE	PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8	PH 9	DIST.	COMM.	TOTAL	% OF SITE
OPEN SPACE	14.91	0.30	1.45	4.47	2.00	0.53	4.52	0.27	5.52	1.08	--	35.05	17.1
PRESERVE LOTS	5.71	3.15	1.86	6.20	5.89	4.94	--	--	--	--	--	27.75	13.5
COTTAGE LOTS	1.87	5.41	5.85	5.75	5.29	7.04	4.82	3.18	--	--	--	39.21	19.1
TOWNHOUSES	--	--	--	--	--	--	--	--	--	--	--	3.70	1.8
AGE RESTRICTED UNITS	--	0.57	1.09	--	--	--	0.99	1.05	9.43	--	--	13.13	6.4
COMMERCIAL	--	--	--	--	--	--	--	--	--	3.78	--	38.21	18.6
INSTITUTIONAL	--	--	--	--	--	--	--	--	--	--	3.78	3.78	1.8
WATER TANK	--	--	--	--	--	--	--	--	--	--	2.01	2.01	1.0
ROADWAYS	10.72	4.44	4.15	6.86	5.79	4.74	3.97	2.77	1.83	0.91	0.00	46.18	22.5
TOTAL	33.21	13.67	14.40	23.28	18.97	17.25	14.30	7.27	16.78	5.75	40.22	205.30	100.0

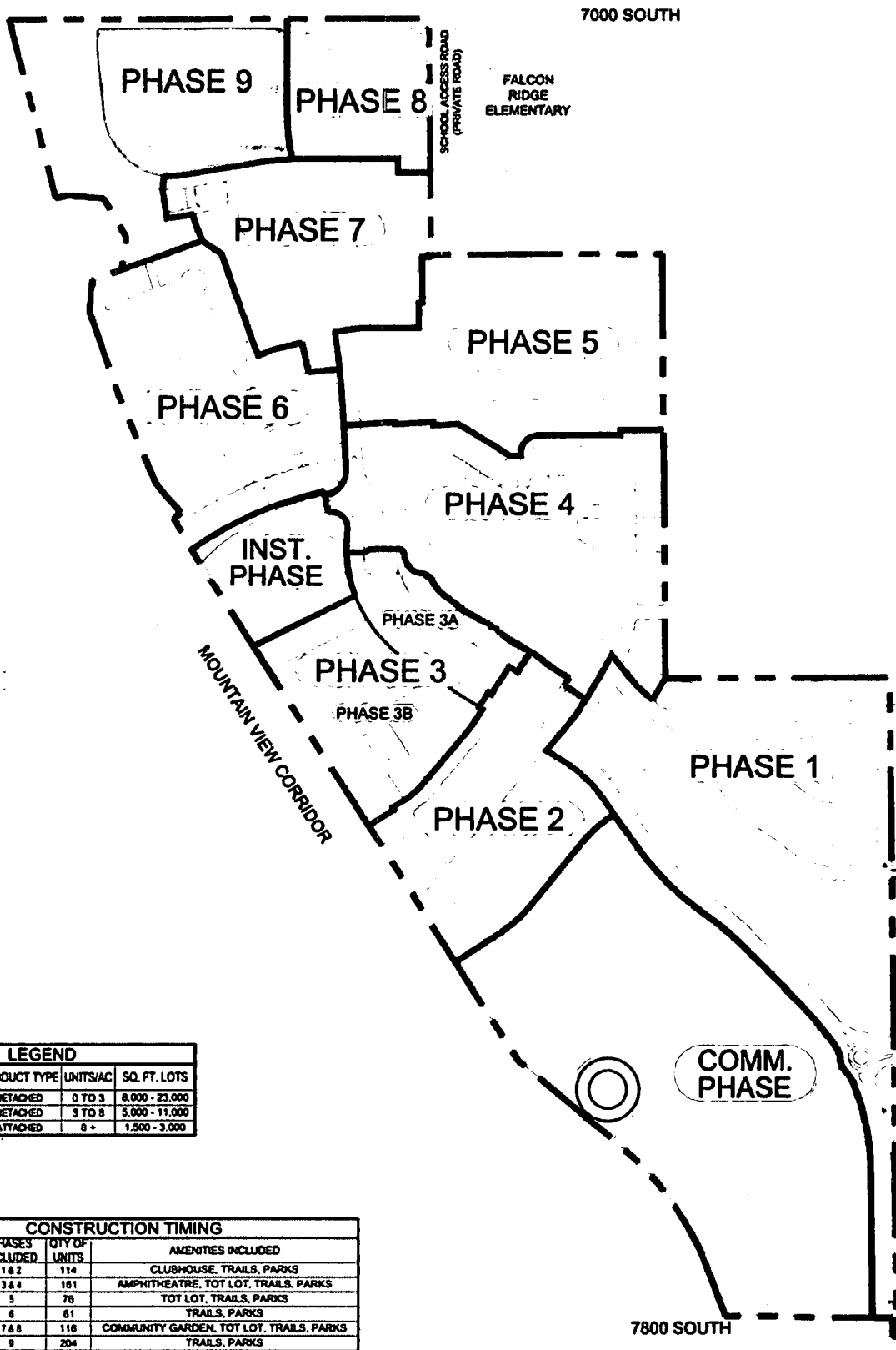
(Units in Acres)

**HORROCKS ENGINEERS**  
 2102 West Grove Parkway  
 Suite 400  
 Provo, UT 84602  
 (801) 763-5100

C.W.  
**LAND**  
 CO

**CONCEPT DEVELOPMENT PLAN**  
 DEVELOPMENT PLAN  
 JENSEN PARCEL  
 WEST JORDAN, UTAH

SCALE:  
 1" = 600'  
 DATE:  
 13 JUL 2018



LEGEND			
LOT TYPE	PRODUCT TYPE	UNITS/AC	SQ. FT. LOTS
PRESERVE LOTS	DETACHED	0 TO 3	8,000 - 23,000
COTTAGE LOTS	DETACHED	3 TO 8	9,000 - 11,000
TOWNHOUSES	ATTACHED	8 +	1,500 - 3,000
AGE-RESTRICTED			
RECREATIONAL			
INSTITUTIONAL			
COMMERCIAL			

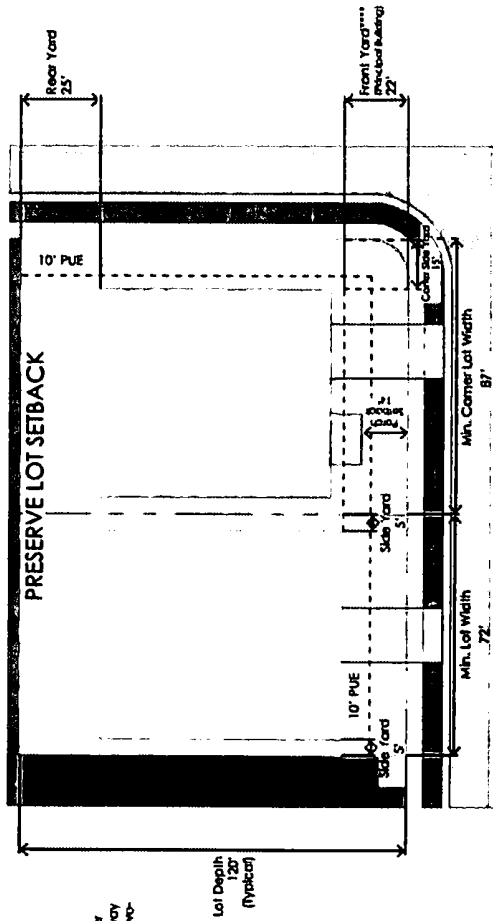
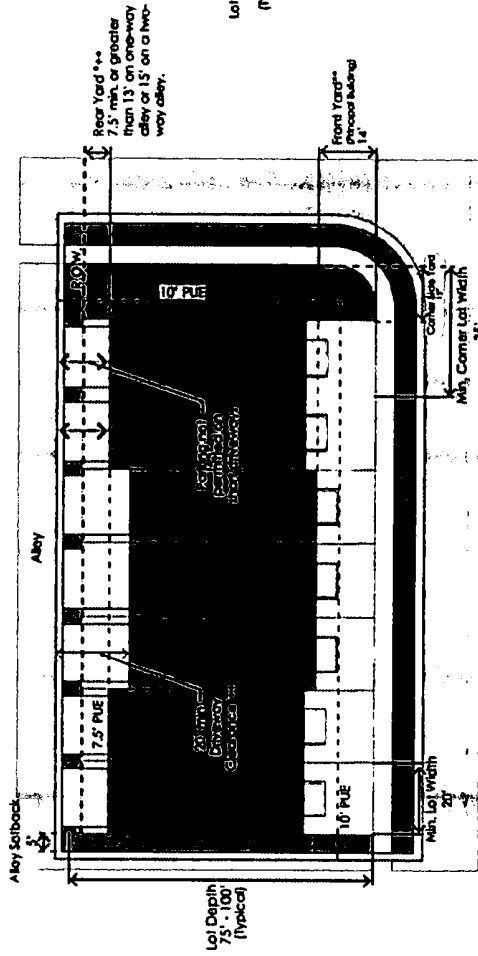
CONSTRUCTION TIMING			
YEAR OF CONSTRUCTION	PHASES INCLUDED	QTY OF UNITS	AMENITIES INCLUDED
2018	1 & 2	114	CLUBHOUSE, TRAILS, PARKS
2019	3 & 4	161	AMPHITHEATRE, TOT LOT, TRAILS, PARKS
2020	5	78	TOT LOT, TRAILS, PARKS
2021	6	81	TRAILS, PARKS
2022	7 & 8	118	COMMUNITY GARDEN, TOT LOT, TRAILS, PARKS
MARKET DRIVEN	9	204	TRAILS, PARKS
MARKET DRIVEN	COMMERCIAL	N/A	TBD
MARKET DRIVEN	INSTITUTIONAL	N/A	NONE

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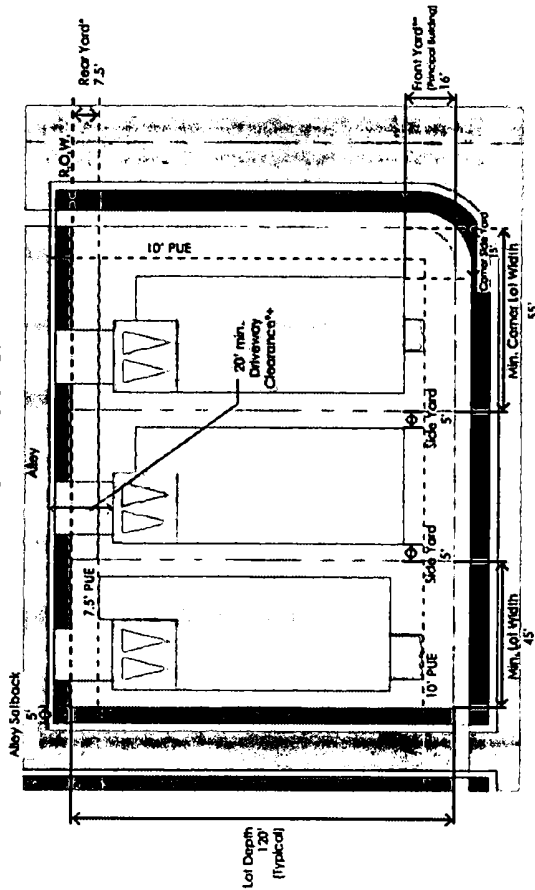
<b>HORROCKS</b> ENGINEERS 2162 West Grove Parkway Suite 400 Pleasant Grove, UT 84062 (201) 763-6100	C.W. <b>LAND</b> CO.	<b>CONSTRUCTION TIMING PLAN</b> DEVELOPMENT PLAN JENSEN PARCEL WEST JORDAN, UTAH	EXHIBIT CT1 SCALE: 1" = 600' DATE: 16 JUL 2018
--	----------------------------	---	--

**GUIDING DEVELOPMENT STANDARDS - RESIDENTIAL**

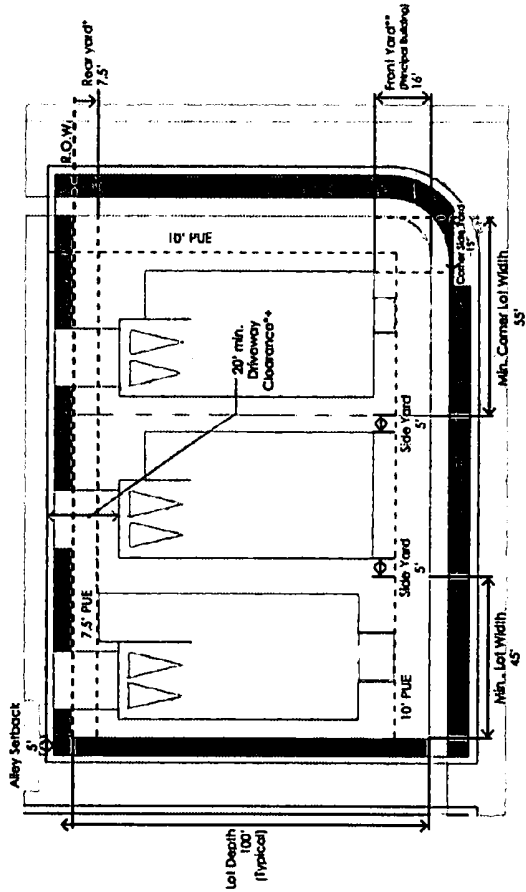
**TOWNHOME SETBACK**



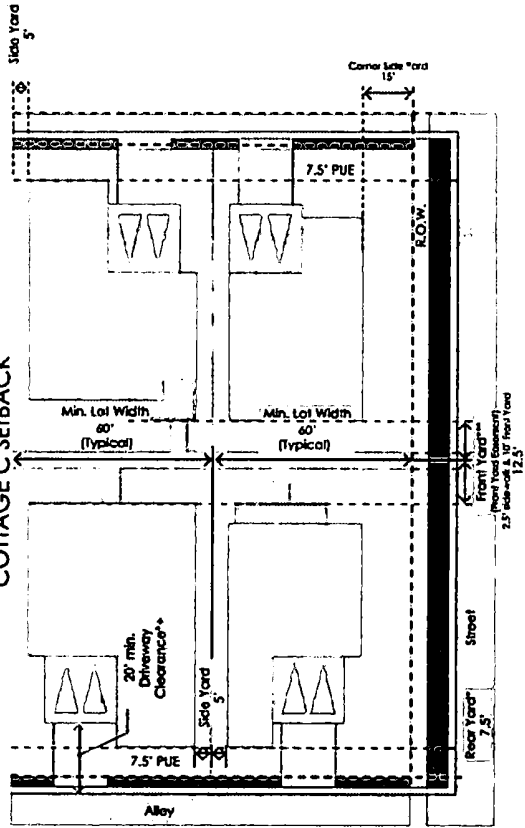
**COTTAGE A SETBACK**



**COTTAGE B SETBACK**



**COTTAGE C SETBACK**



**TABLE 3 - RESIDENTIAL SETBACKS (MINIMUM)**

	FRONT YARD	CORNER SIDE YARD	SIDE YARD	REAR YARD
TOWNHOME	14'	15'	5'	7.5'
COTTAGE A	16'	15'	5'	7.5'
COTTAGE B	16'	15'	5'	7.5'
COTTAGE C	12.5'	15'	5'	7.5'
PRESERVE LOT	22'	15'	5'	25'

\* - Garages on alleys that be recessed. Habitable space within the building shall be setback a minimum of 7.5' to accommodate the rear P.U.E.  
 \*\* - Porches can encroach into front setback up to 10' from edge of R.O.W.  
 \*\*\* - Porches cannot encroach within front yard easement.  
 \*\*\*\* - Porches can encroach into front setback up to 14' from edge of R.O.W.  
 \* - - Alleys/basement garages on Cottage Lots shall be setback 13' min. from the R.O.W. on a one-way alley or 15' min. from the R.O.W. on a two-way alley. The clearance distance measured from the garage door to the edge of alley paved surface shall be a minimum of 20' (including the 2" concrete strip and landscaped apron).  
 \*\*\*\* - Townhome garages can be placed either at 7.5' from the R.O.W. or shall be setback 13' min. from the R.O.W. on a one-way alley or 15' min. from the R.O.W. on a two-way alley to accommodate parking. The clearance distance measured from the garage door to the edge of alley paved surface shall be a minimum of 20' (including the 2" concrete strip and landscaped apron). Parking shall not be permitted in front of garage doors that sit on the 7.5' setback line.

**TABLE 4 - RESIDENTIAL DIMENSIONS (TYPICAL)**

TOWNHOME	DEPTH	WIDTH	HEIGHT	MIN. LIVING AREA
	75' - 100'	20'	40' MAX.	1,000 S.F.
COTTAGE A	120'	45'	35' MAX.	1,500 S.F.
COTTAGE B	100'	45'	35' MAX.	1,500 S.F.
COTTAGE C	100'	60'	35' MAX.	1,500 S.F.
PRESERVE LOT	120'	72'	35' MAX.	1,900 S.F.

Note - All setbacks shall be measured from lot line to the portion of the foundation wall closest to the lot line. Overhangs, roof eaves, vent stacks, etc are permitted to protrude into setback area. Any retaining walls needed are also permitted to protrude into setback areas.

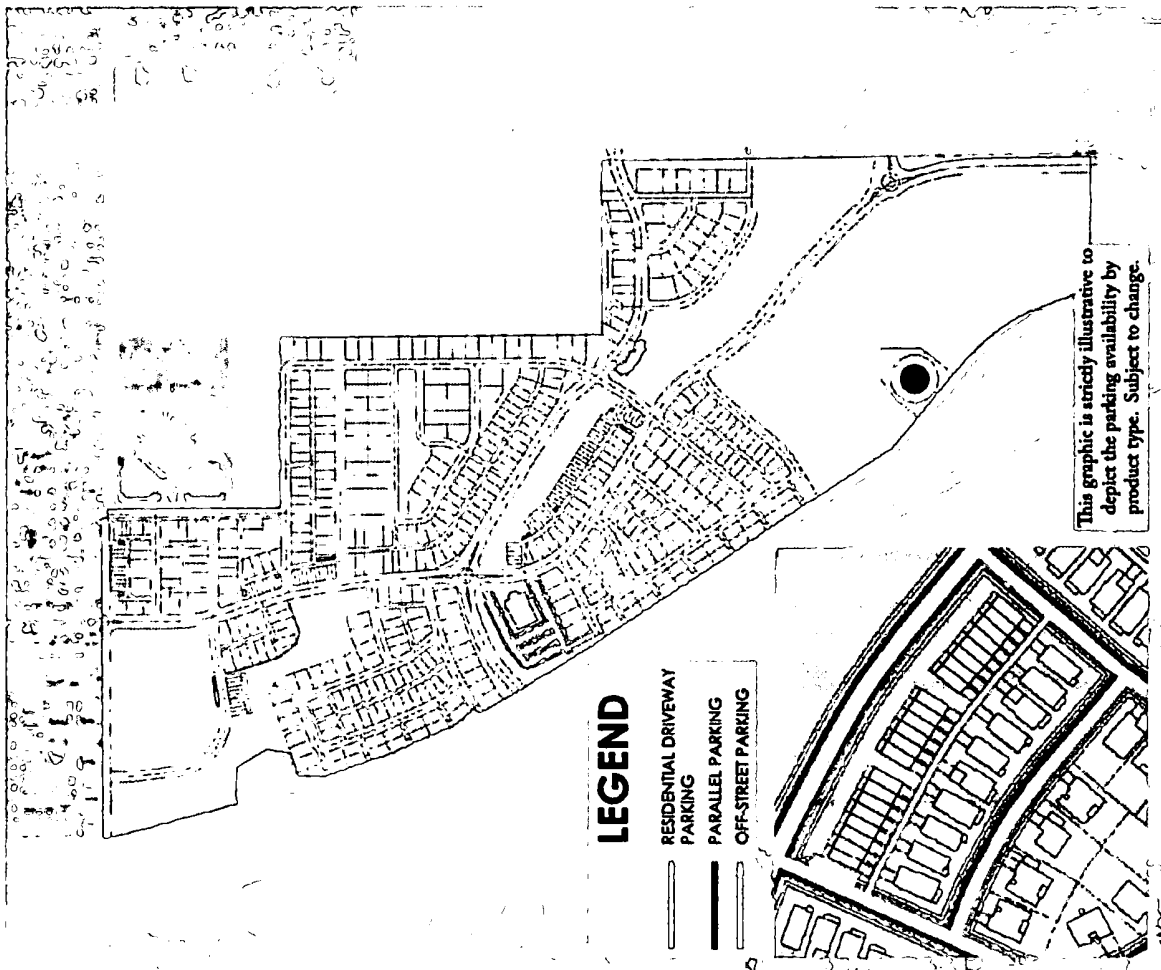
# Parking Plan

The Preserve, Cottage, and Townhome lot types will have a two car garage. Each will also have a driveway with room for two guest parking stalls. In addition to these stalls, which more than satisfy the total 2.25 required parking stalls per single-family dwellings and townhome units, on street and off street parking is available throughout the Copper Rim project (see table 5 below). For

**TABLE 5 - PARKING**

SINGLE-FAMILY DWELLINGS	2 spaces/unit
TOWNHOME UNITS	2 spaces/unit
GUEST PARKING (TOWNHOMES)	.25 spaces/unit
GENERAL FACILITIES FOR ELDERLY PERSONS	1.5 spaces/unit
<b>TOTAL UNITS</b>	<b>753 units</b>
<b>TOTAL REQUIRED PARKING (2/UNIT)</b>	<b>1,506 stalls</b>
<b>TOTAL GUEST PARKING REQUIRED (.25/UNIT)</b>	<b>189 stalls</b>
<b>TOTAL PARKING REQUIRED</b>	<b>1,695 stalls</b>
<b>GARAGES</b>	<b>1,098 stalls</b>
<b>DRIVEWAYS</b>	<b>1,098 stalls</b>
<b>OFF STREET STALLS*</b>	<b>62 stalls</b>
<b>PARALLEL PARKING</b>	<b>1,580 stalls</b>
<b>AGE RESTRICTED PARKING</b>	<b>459 stalls</b>
<b>TOTAL PARKING PROVIDED</b>	<b>4,297 stalls</b>
<b>SURPLUS PARKING</b>	<b>2,602 stalls</b>

\*To help emphasize the location of off-street parking, the site plan to the left indicates only off-street parking locations.

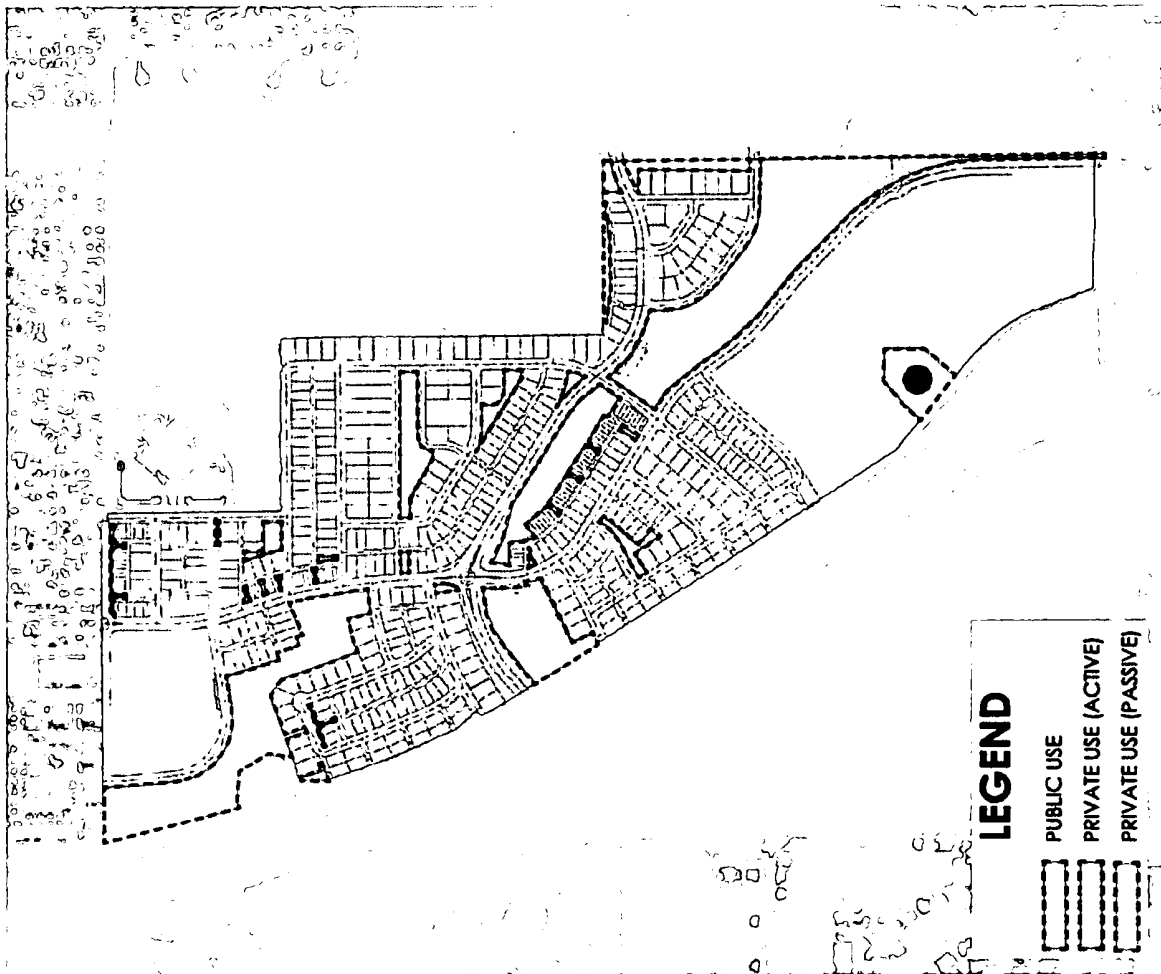


## Public and Private Use Areas

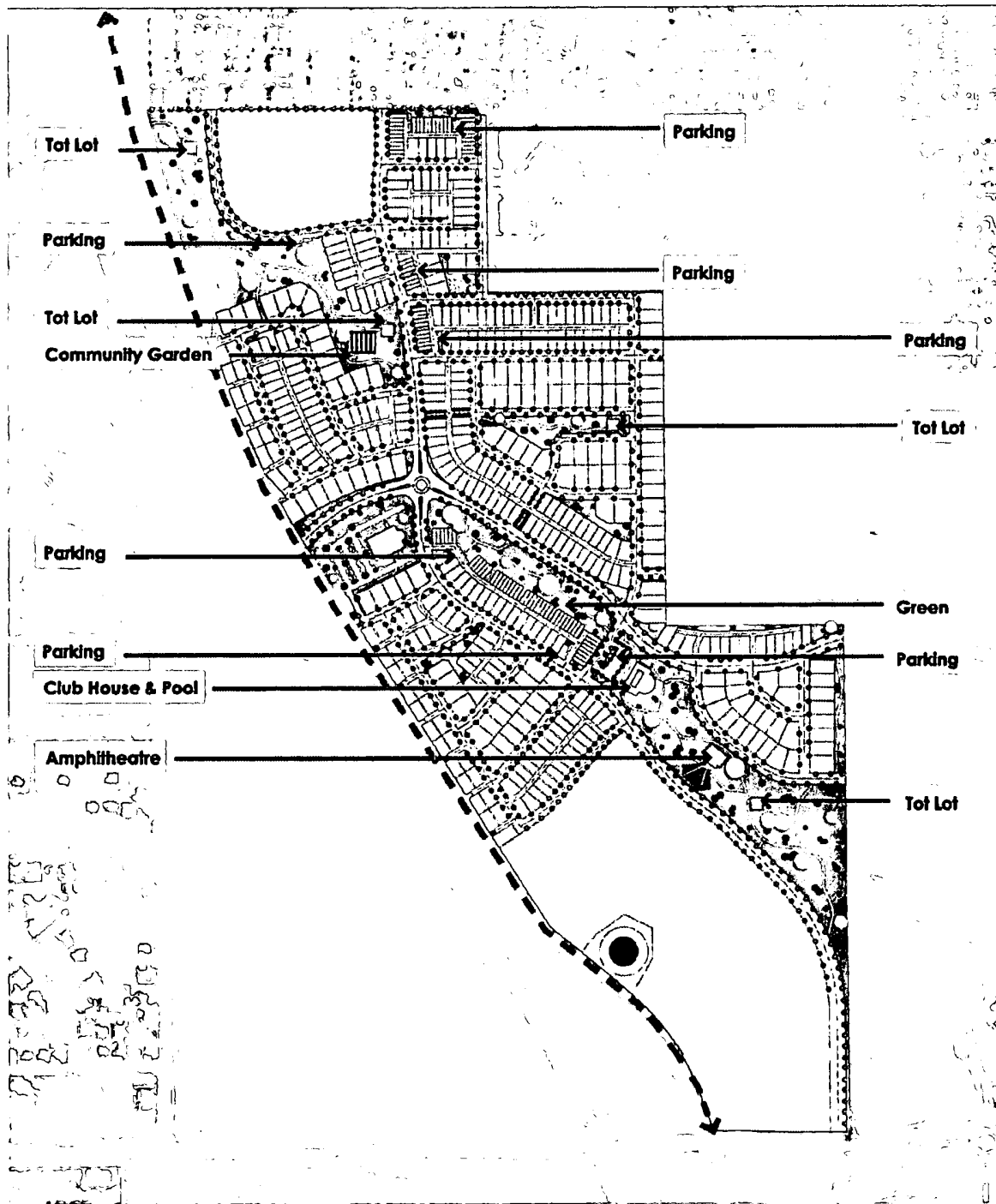
The Copper Rim project is arranged around its open space network, having the phases organized in a way as to allow for open space to be built in connection with, and in many cases prior to, residential properties. Each residential unit is no more than 500 feet away from multiple open space areas giving residents close proximity to outdoor recreational opportunities. These areas are situated in earlier phases and in visibly apparent locations to ensure access to active and passive recreational opportunities for residents to enjoy. The active and passive recreational areas include a club house, amphitheater, community garden, tot lots, pocket parks, paseos, greens, miles of trails, and the natural open space drainage corridor running the length of the development. The trail system and sidewalks connect all open space amenities to all residential units. This system of trails also connects residents to Falcon Ridge Elementary situated on the northeast corner of the development, the church in the western middle of the development, and the commercial area located on the southern portion of the development.

Over 35 acres of the 205.3 acre site are dedicated to open space and connecting residents to the open space amenities. In Title 13-5C-6-A2 of the PC Zone it states that a "minimum of fifteen percent (15%) of the gross area of a planned community shall be retained in permanent open space". The Copper Rim project contains 37.1 acres of open space (area in blue and green on public and private use area diagram to the left). Section 13-5C-6-B further clarifies the computation of gross area as "Land proposed to be devoted to vehicular streets or roads, parking, driveways, required setbacks, commercially paved areas and slopes greater than thirty percent (30%) shall not be included in computations of permanent open space". Removing these areas from the total acreage results in a net project area of 147 total acres, and 34.6 acres of open space. The resulting open space percentage for the Copper Rim project is 33.3%, significantly more than the minimum 15% required by the PC Zone.

If calculations for open space included all areas excluded by section 13-5C-6-B, the Copper Rim project would still attain the minimum requirement of 15% open space for the project having 16.9% of the gross project area being open space.



# LANDSCAPE / SPECIAL AMENITY PLAN



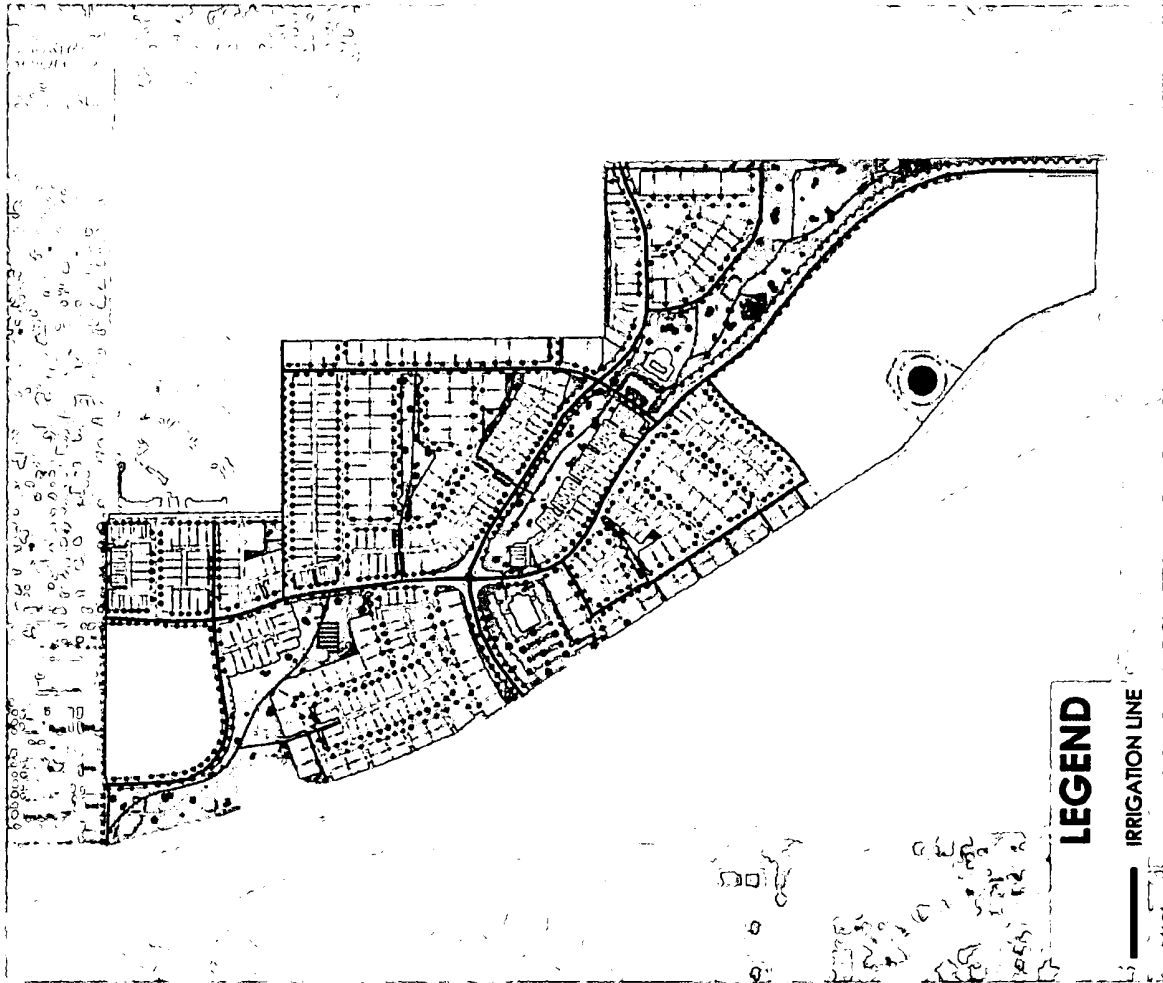
**TABLE 6 - OPEN SPACE SUMMARY**

OPEN SPACE	ACRES
COMMUNITY PLAN	205.3 ac
TOTAL OPEN SPACE	37.1 ac
OPEN SPACE GROSS %	16.9%
NET OPEN SPACE	34.6 ac
OPEN SPACE NET %	33.3 %

## LEGEND

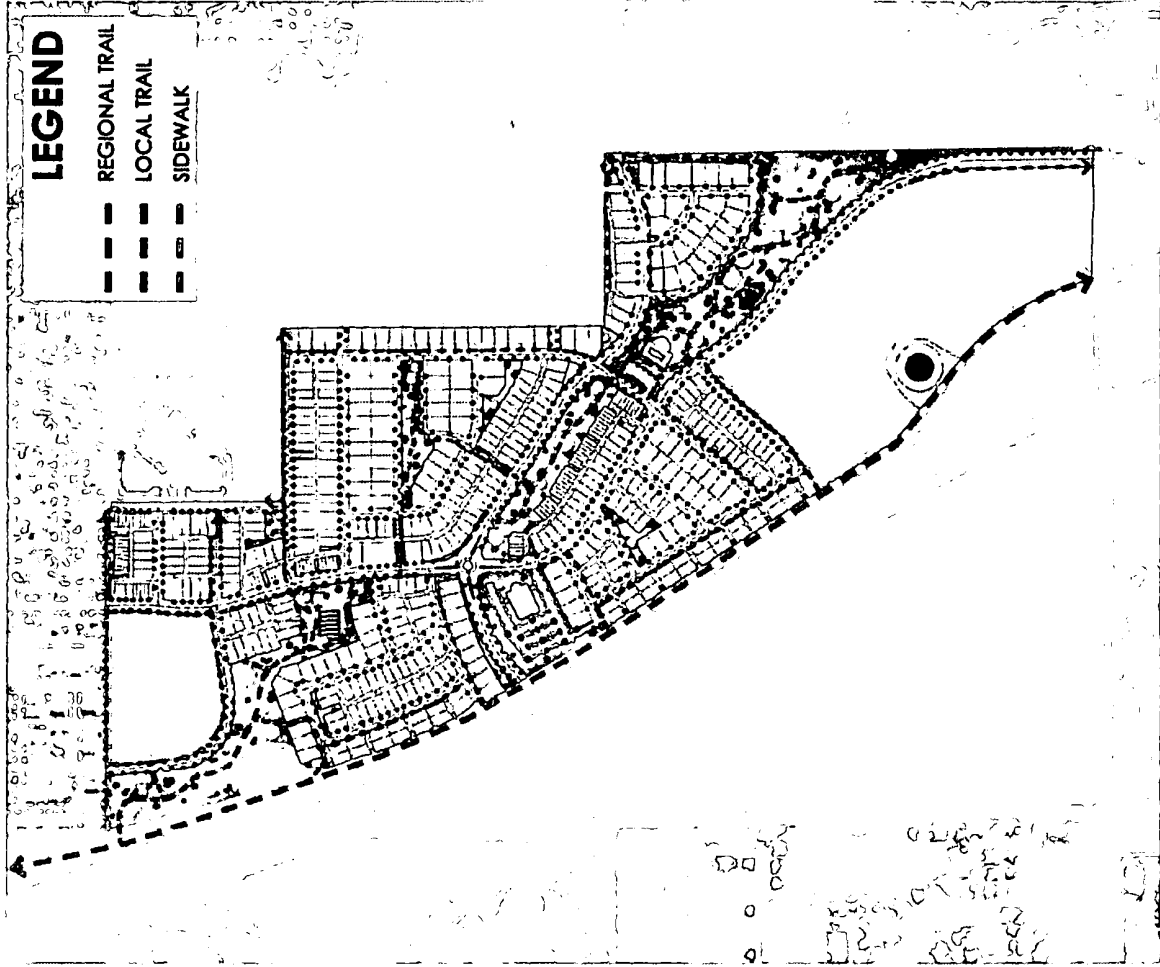
--- REGIONAL TRAIL

# Conceptual Irrigation Plan

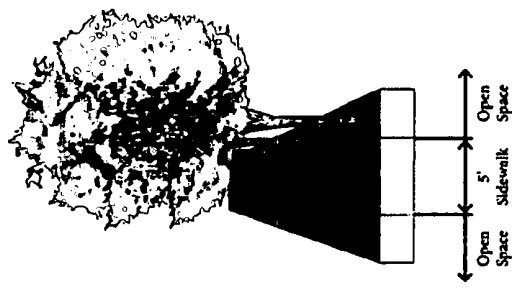




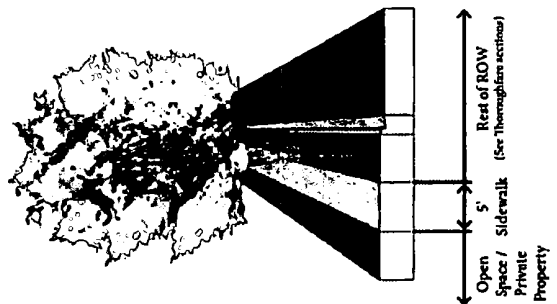
# Trail Plan



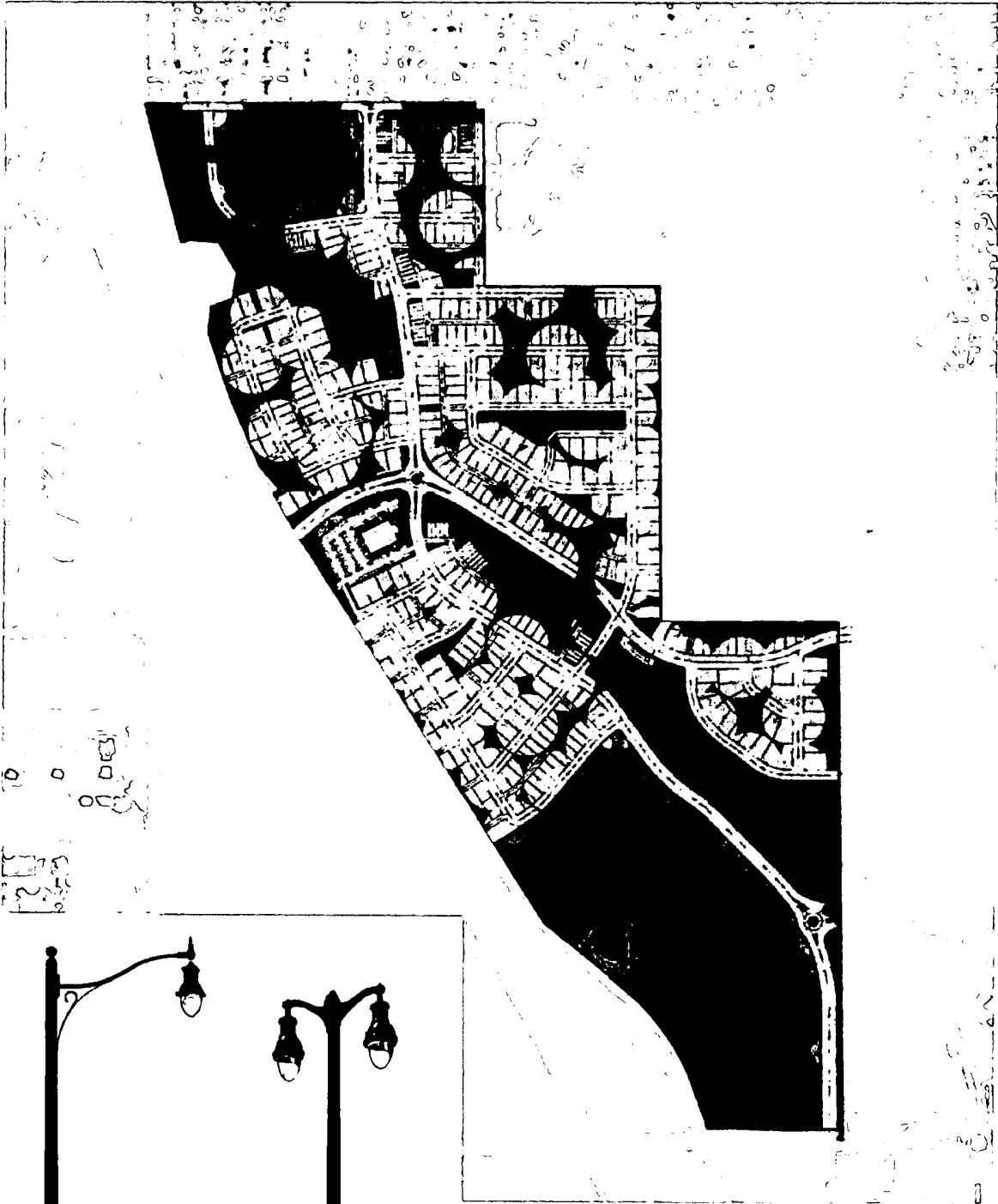
Local Trail Cross Section



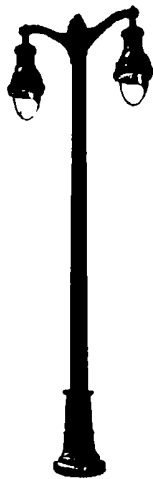
Sidewalk Cross Section



# LIGHTING PLAN



Street Light Example



Pedestrian Light Example

## LEGEND



LIGHT POLE  
(Circles Represent  
120' and 300'  
Diameter)

## Fencing Plan

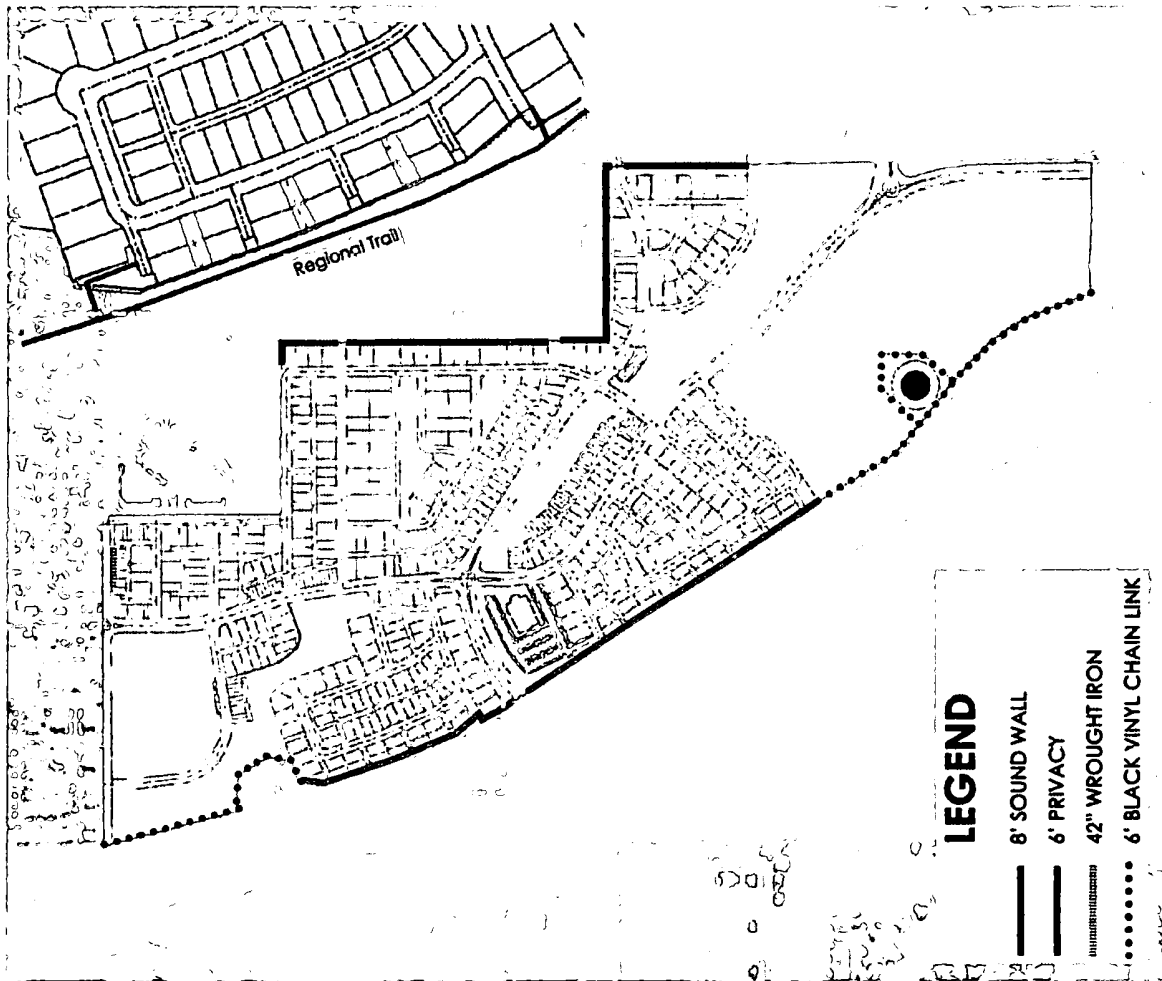
The Copper Rim project will have fencing around the perimeter of the project in areas where residential development interfaces directly with off-site areas, according to the fencing and walls plan.

A decorative or pre-cast concrete sound wall (8' height min.) will be installed by the Master Developer along the property boundary where residential units interface directly with the Mountain View Corridor. Sound walls will not be installed along those portions of Mountain View Corridor where the proposed church, open space and commercial uses abut the corridor. In these locations a 6' black vinyl coated chain link fence will be installed to allow penetrable areas into the development from the regional trail which runs along Mountain View Corridor.

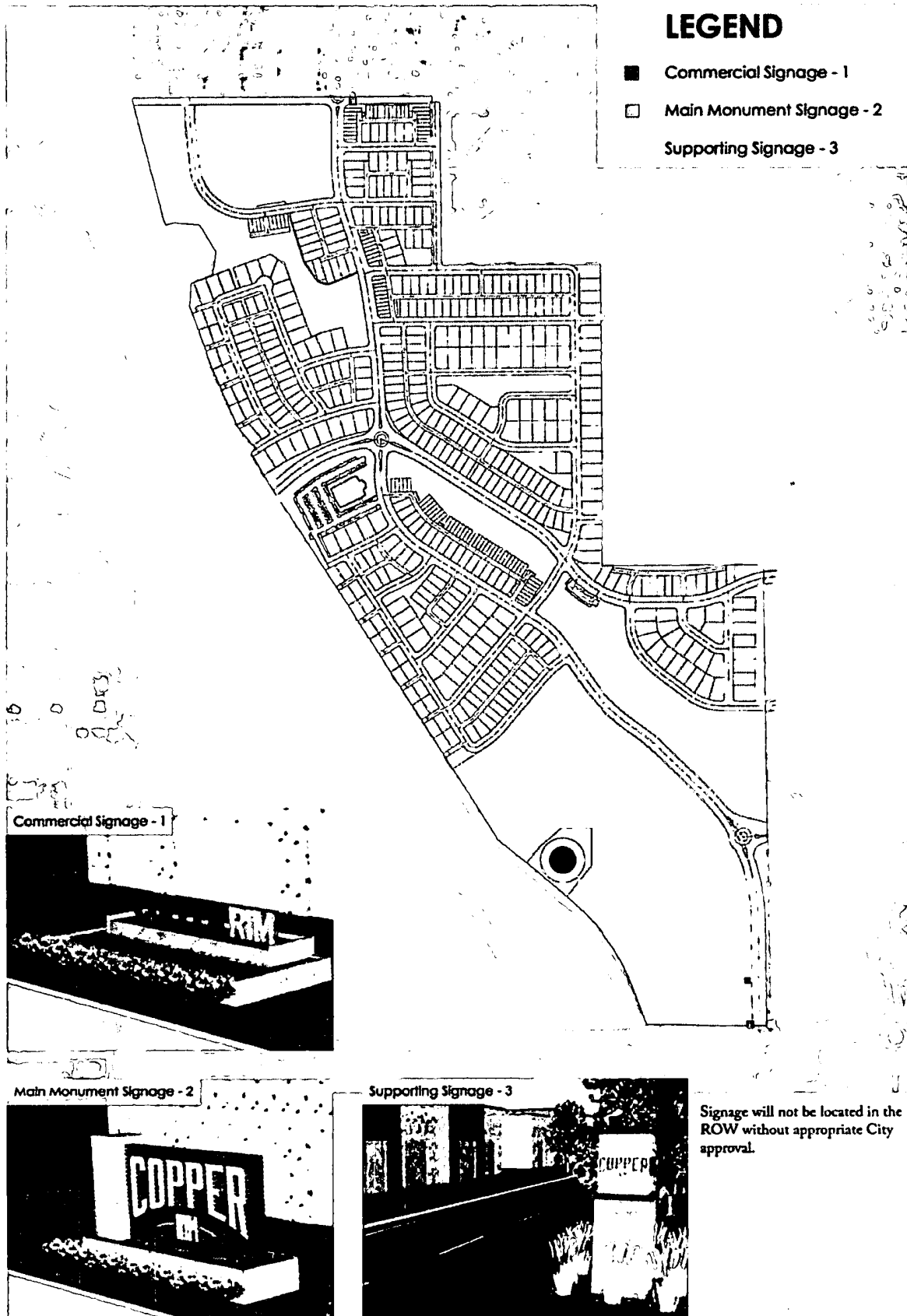
6' high decorative privacy fence will be installed by the home builder along the property boundary where residential units interface directly with 7000 South, 6101 West, and the eastern edge of the project.

A 42" high wrought iron fence will be installed by the home builder where residential units front 7000 South, and along the back of the alley loaded units that are directly adjacent to the project boundary. It will also be installed along the open space to the north of the alley loaded cottages on the north side of the eastern most copper rim development entrance.

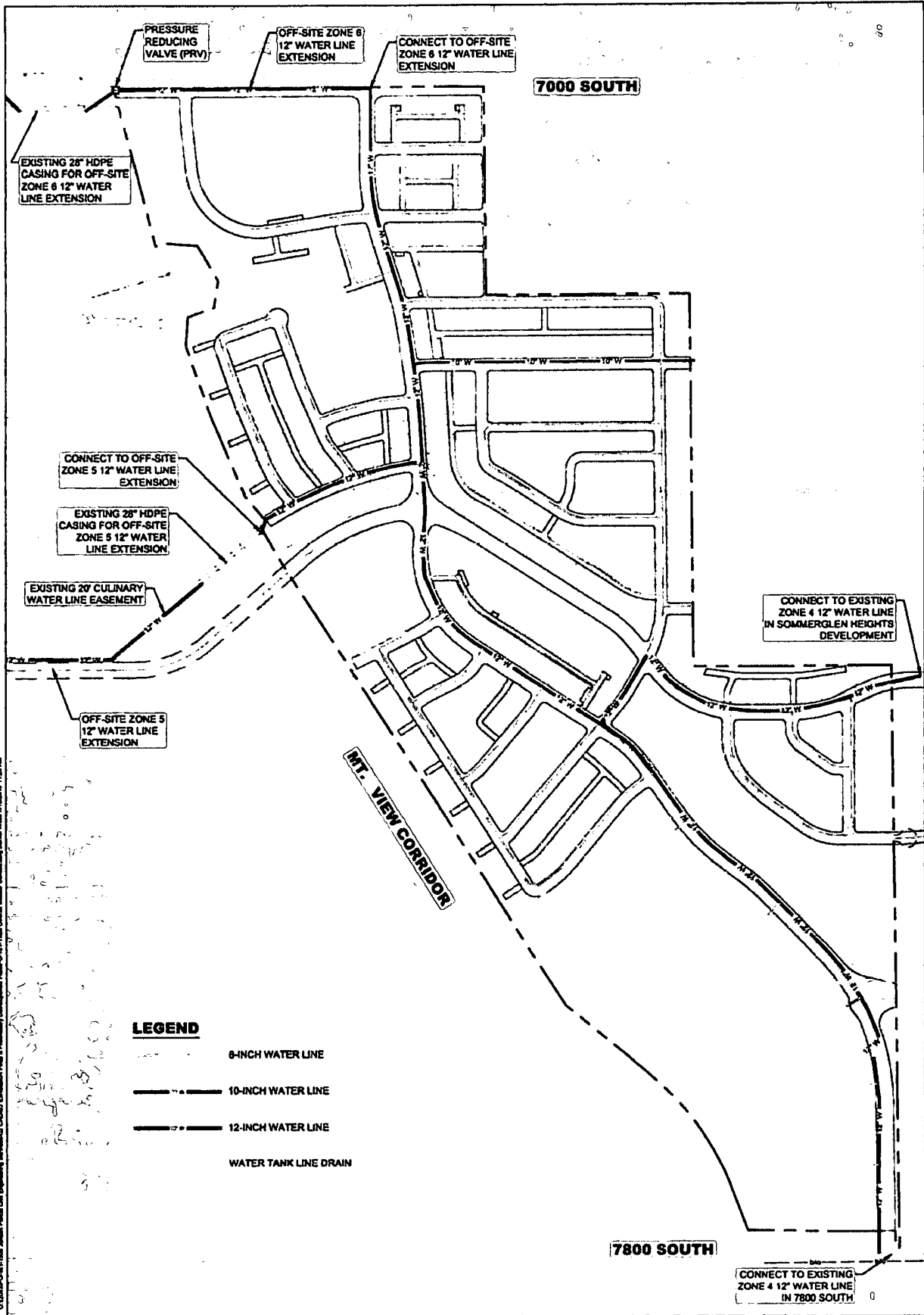
The close up of the 8' sound wall north of the institutional phase, shows the penetrability of residents to access the regional trail while still providing an 8' sound wall barrier.



# MONUMENT PLACEMENT PLAN







C:\Users\jg\OneDrive\Documents\Copper Rim\Drawings\Overall Master Utility Layout.dwg, 11/20/2018, 11:20 AM

**LEGEND**

- 8-INCH WATER LINE
- 10-INCH WATER LINE
- 12-INCH WATER LINE
- WATER TANK LINE DRAIN

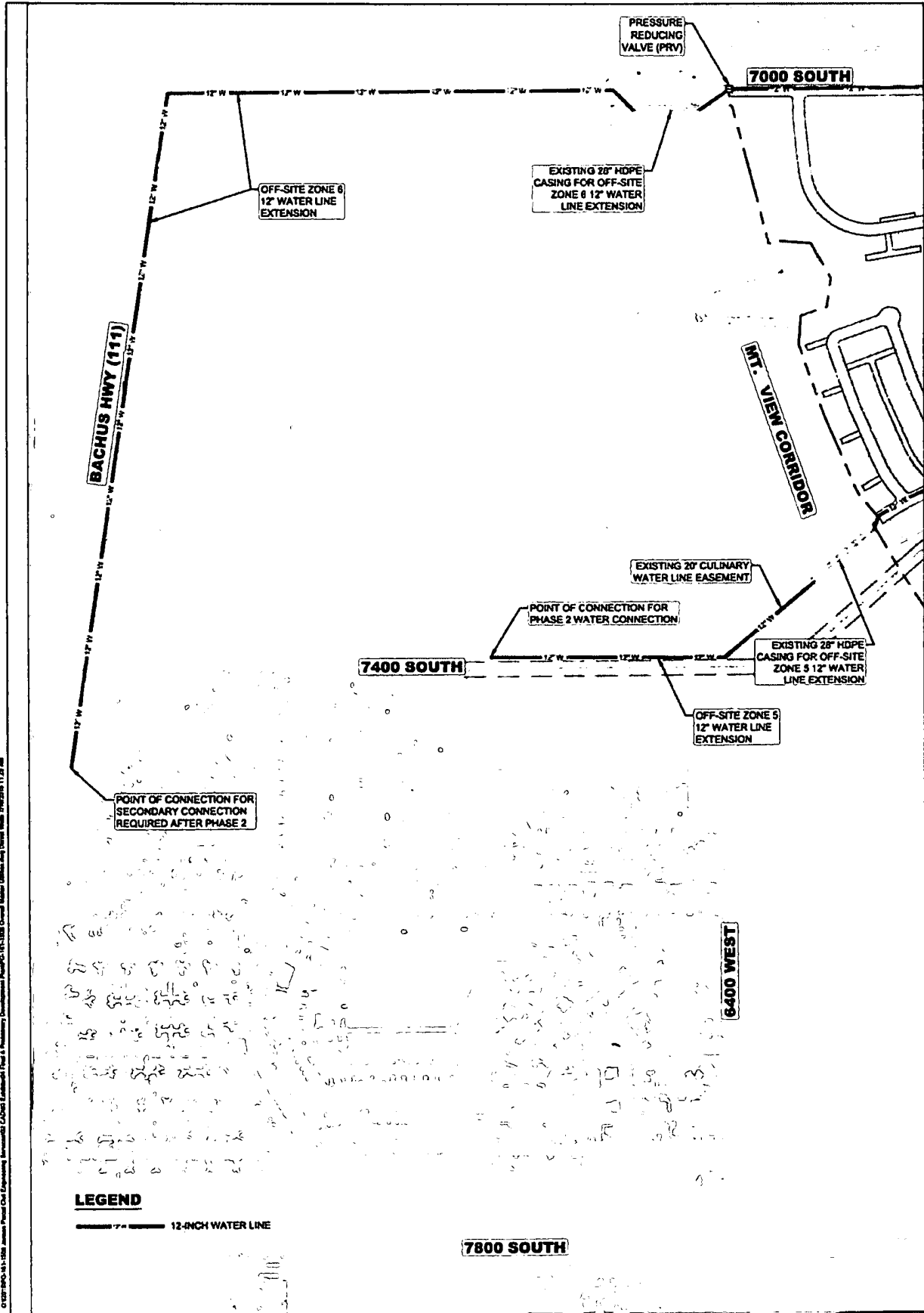
**HORROCKS ENGINEERS**  
 2162 West Grove Place, Suite 400  
 Pleasant Grove, UT 84062  
 (801) 783-6100  
 www.horrocks.com

**WARNING**  
 0 1/2 1  
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

**COPPER RIM**  
 OVERALL MASTER UTILITY LAYOUT

DRAWING INFO	
DATE	07/16/18
SCALE	1" = 400'
REV #	DATE

**WTR1**  
 PAGE 01



0:00:00 10/11/2018 James Pined Out Engineering Services LLC 10/11/2018 Overall Master Utility Layout - Off-Site - 10/11/2018 11:25 AM

**LEGEND**

— 12-INCH WATER LINE

**HORROCKS ENGINEERS**  
 2162 West Grove Place, Suite 400  
 Pleasant Grove, UT 84062  
 (801) 753-5103  
 www.horrocks.com

**WARNING**  
 0 1/2 1  
 IF THIS BAR DOES NOT MEASURE 1" THIS DRAWING IS NOT TO SCALE

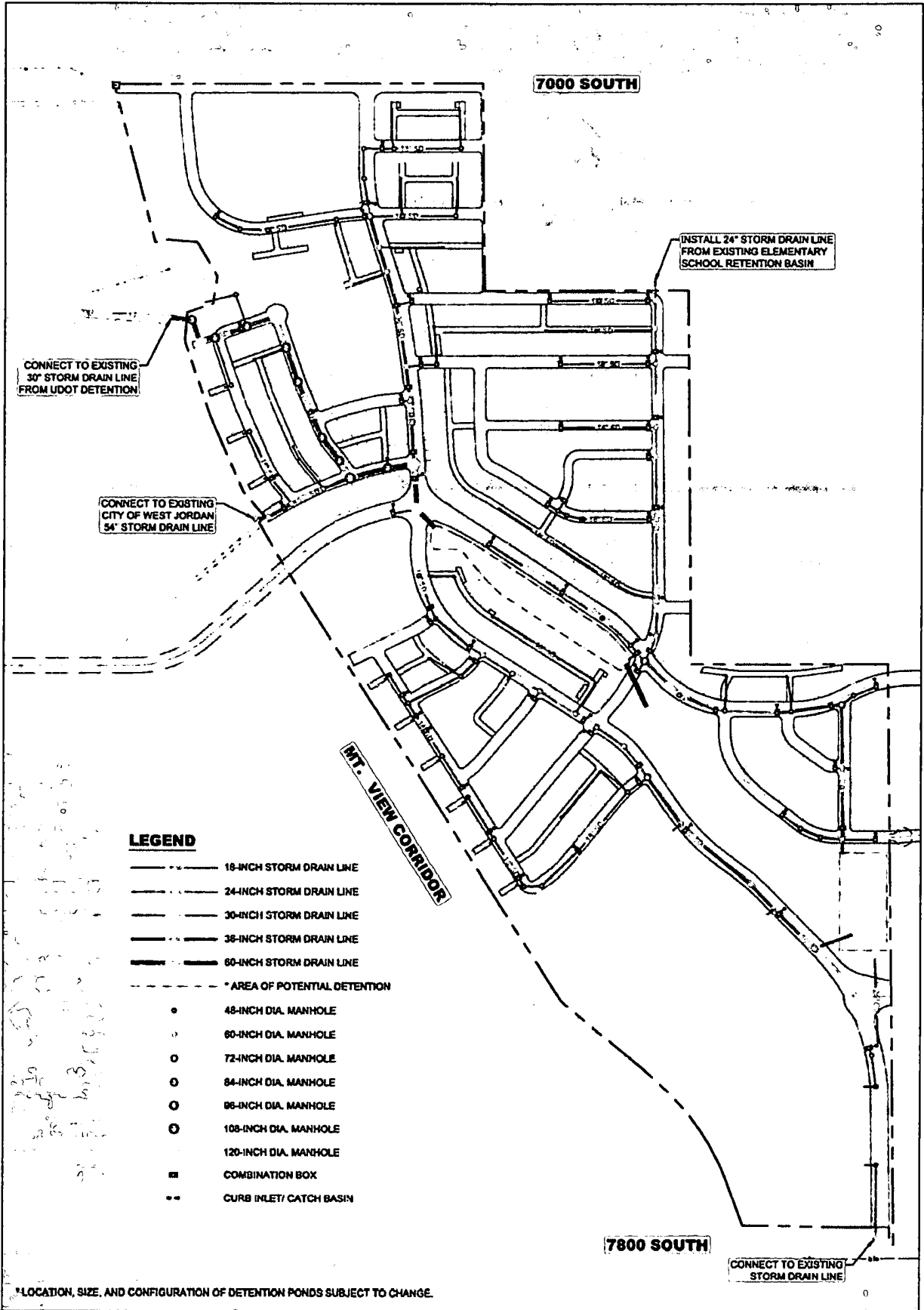
**COPPER RIM**

**OVERALL MASTER UTILITY LAYOUT - OFF-SITE**

DRAWING INFO	
DATE	07/19/18
SCALE	1" = 400'
REV #	DATE
BY	DATE
CHKD	DATE
DATE	DATE
DATE	DATE

**WTR2**

PAGE 01



C:\projects\10733\10733.dwg Project: Copper Rim (Copper Rim) Submittal: Final 8/16/18 Drawing: Overall Master Utility Layout Date: 7/16/18 11:28 AM

**HORROCKS ENGINEERS**

2152 West Grove Place, Suite 400  
 Pleasant Grove, UT 84062

(801) 763-6100  
 www.horrocksa.com

**WARNING**

0 1/2

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

**COPPER RIM**

**OVERALL MASTER UTILITY LAYOUT**

**DRAWING INFO**

DATE: 07/16/18  
 SCALE: 1" = 40'

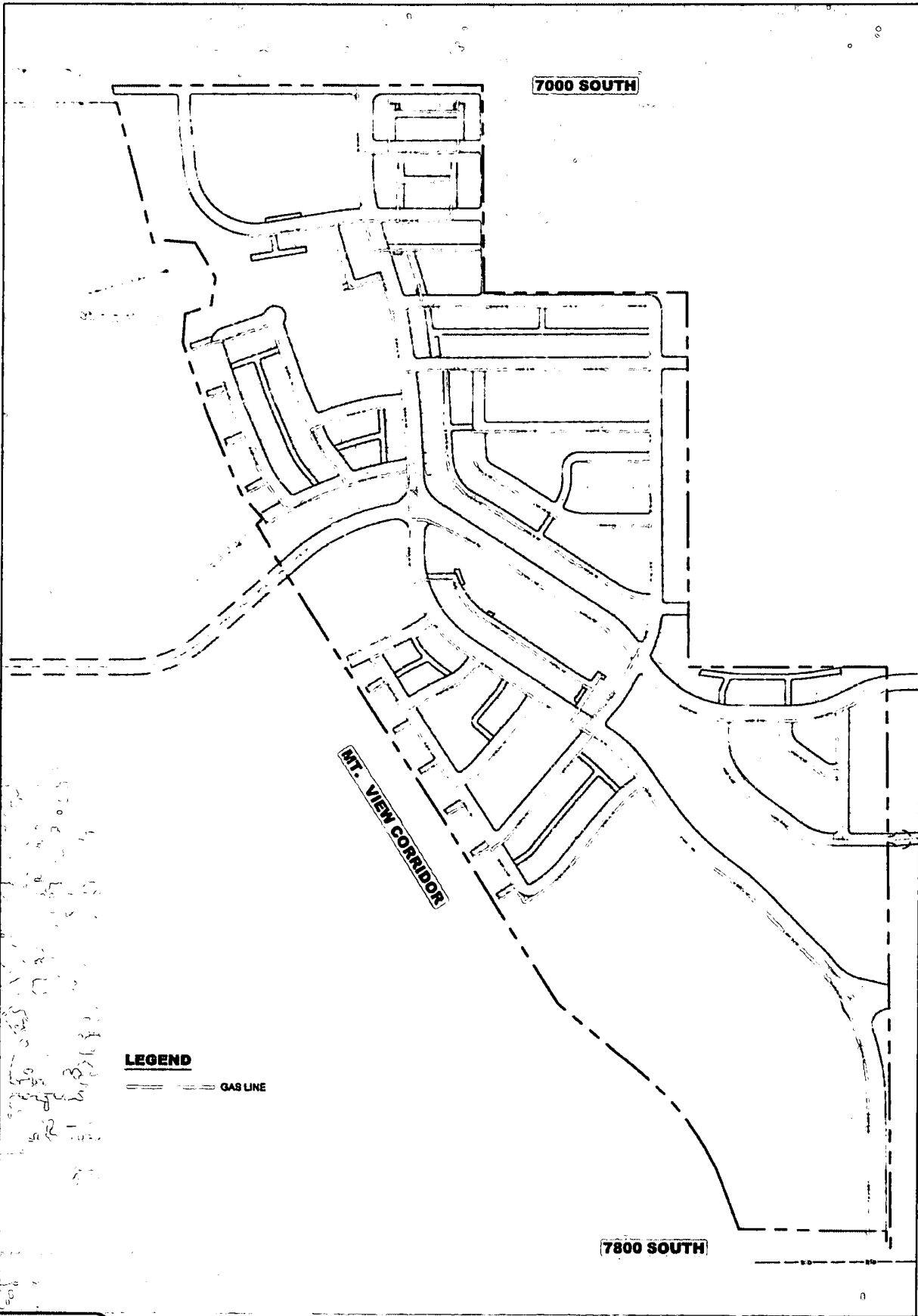
REV #    DATE

DESIGNER: [blank]  
 CHECKER: [blank]  
 PROJ. NO.

**STRM**

PAGE 01





C:\Users\joh\OneDrive\Documents\Projects\Copper Rim\Drawings\Overall Master Utility Layout.dwg  
 Project: 101733 - Copper Rim  
 Date: 07/16/18  
 Scale: 1" = 400'  
 Author: joh  
 Date: 07/16/18


**LEGEND**  
 --- GAS LINE

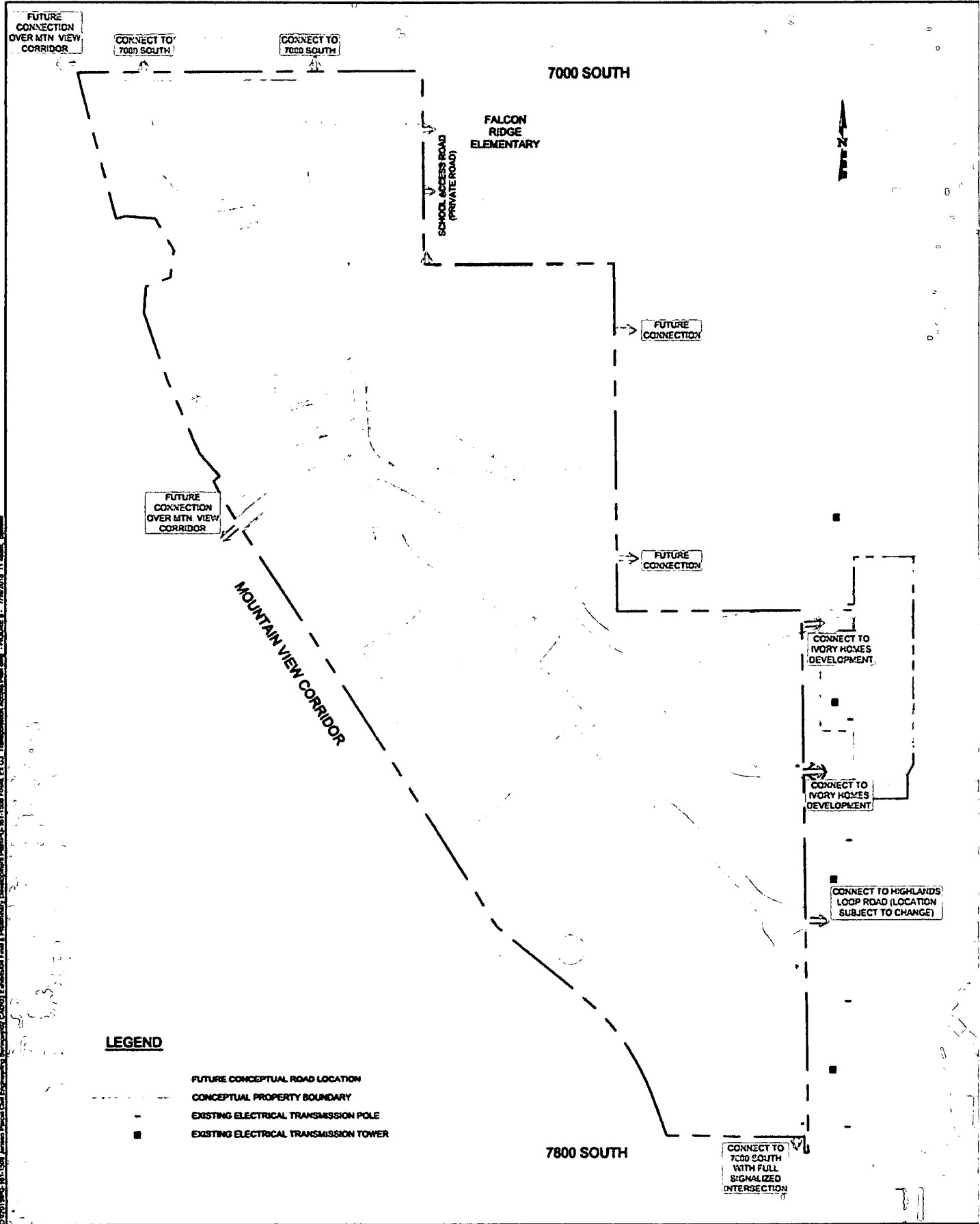
**HORROCKS ENGINEERS**  
 2142 West Grove Place, Suite 400  
 Pleasant Grove, UT 84062  
 (801) 763-6130  
 www.horrocks.com

**WARNING**  
 0 1/2 1  
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

**COPPER RIM**  
 OVERALL MASTER UTILITY LAYOUT

DRAWING INFO	
DATE	07/16/18
SCALE	1" = 400'
REV #	DATE
SEE COMMENTS FOR NOTES	
PROJECT NO.	

  
**GAS**  
 PAGE 01



D:\07018402\1811028\Access Road & Elementary Development\Plan\03 - Transportation Access Plan.dwg - PLOT03 - 7/18/2018 11:45am - gsk@h

**HORROCKS ENGINEERS**  
 2162 West Grove Parkway  
 Suite 400  
 Pleasant Grove, UT 84062  
 (201) 763-9100

C.W.  
**LAND**  
 CO.

**GENERAL PLAN**  
 TRANSPORTATION ACCESS LAYOUT  
 COPPER RIM  
 WEST JORDAN, UTAH

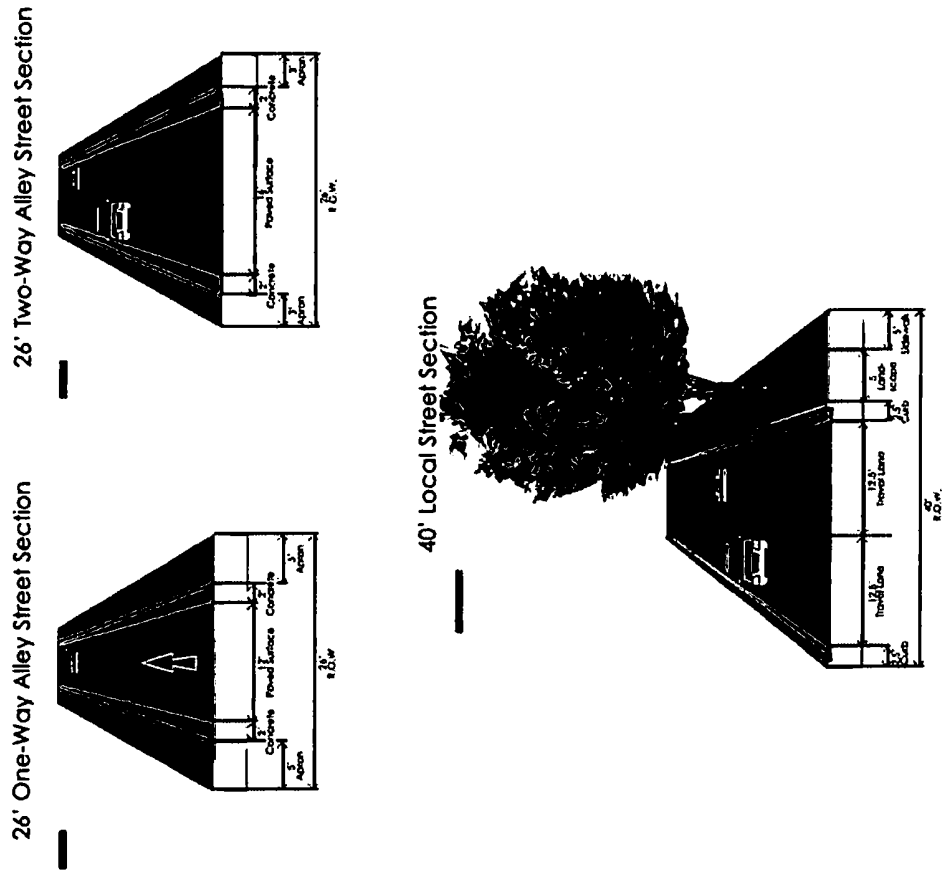
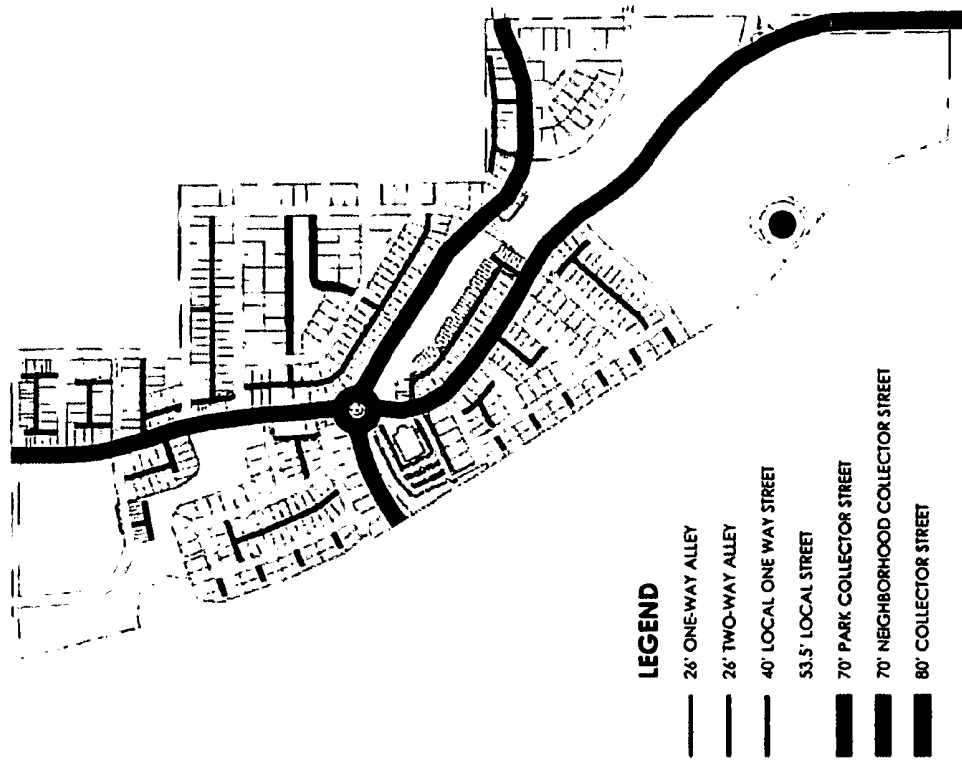
EXHIBIT G3

SCALE:  
 1" = 600'  
 DATE:  
 18 MAR 2018

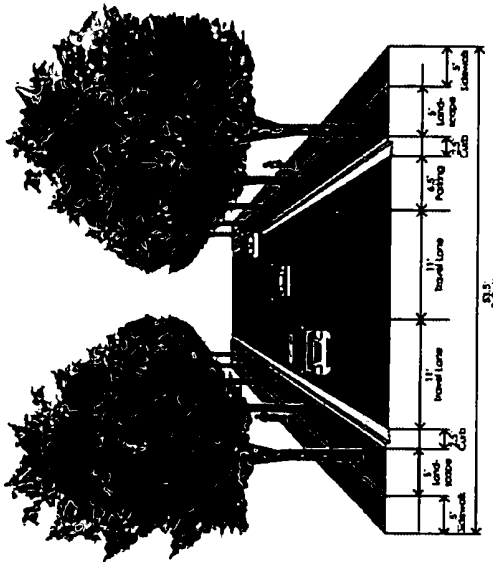
## PROTOTYPICAL THOROUGHFARE SECTIONS

Thoroughfare sections on this page demonstrate proposed configurations for the major collectors, local streets, and alleys within this community plan.

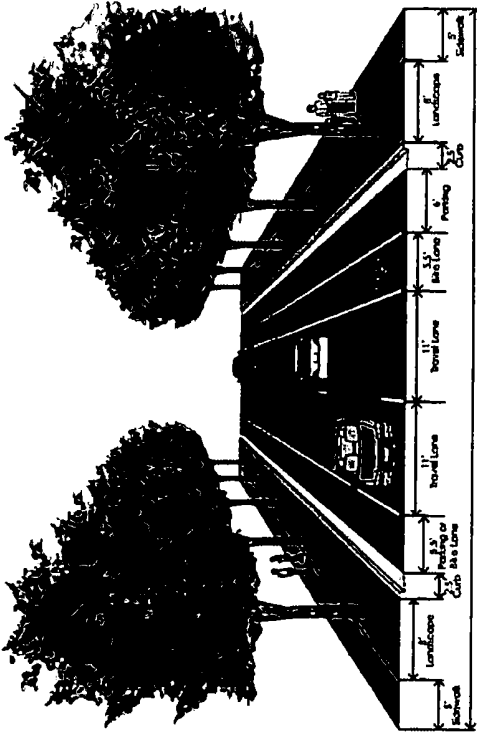
The following street sections were developed in conjunction with West Jordan City Staff in order to accommodate the potential for on-street parking. The prescribed asphalt section for minor collectors in the existing City standards is 37'. Bill Baranowski suggested that we increase the pavement section slightly to 39' in order to provide enough room for on-street parallel parking. Collector streets also have a 5' min. sidewalks and 8' park strips.



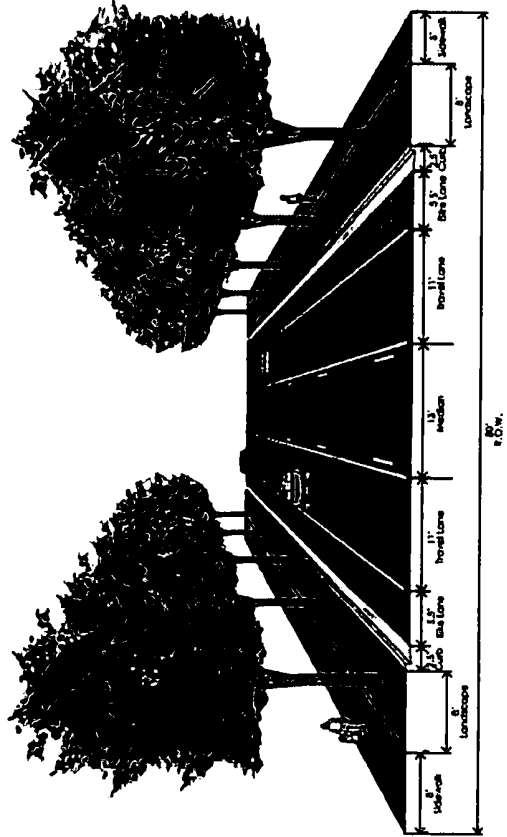
53.5' Local Street Section



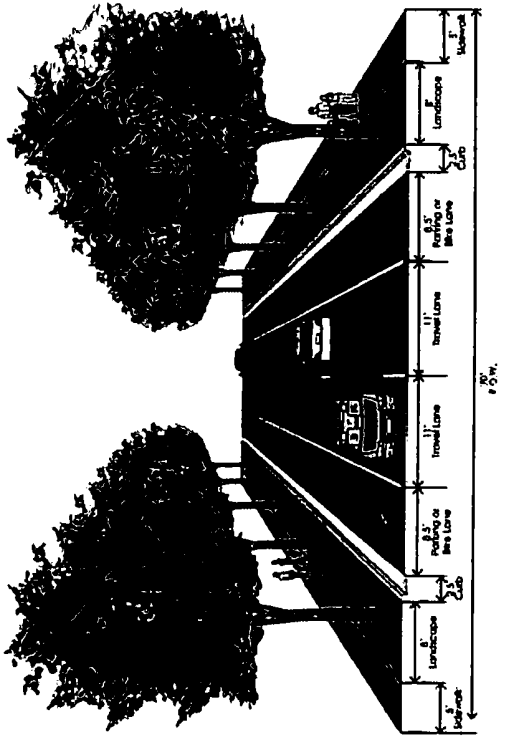
70' Park Collector Street Section

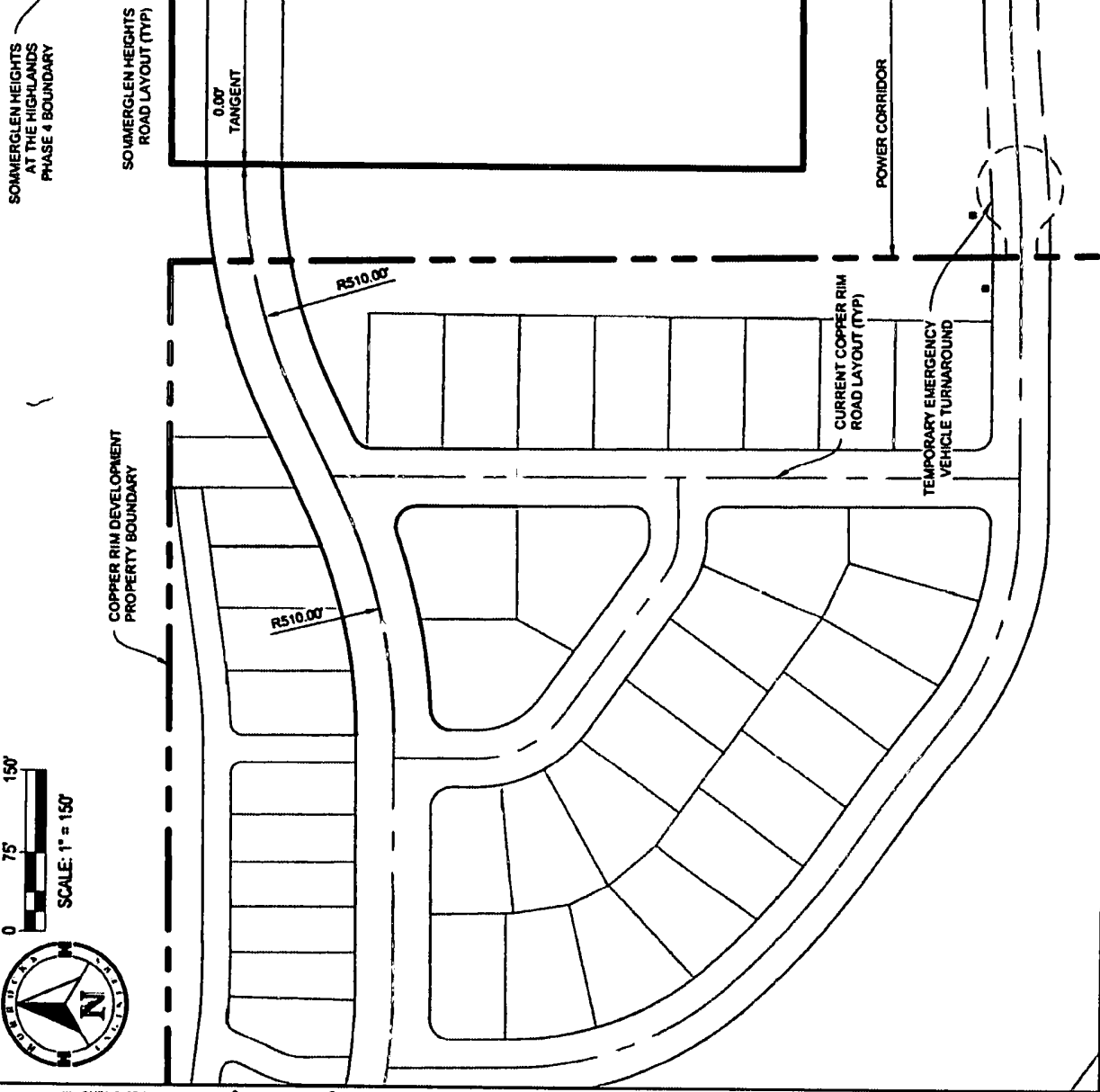
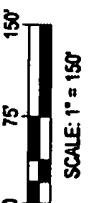


80' Collector Street Section



70' Neighborhood Collector Street Section





**NOTES:**  
 1. CONFIGURATION SHOWN IS BASED UPON INFORMATION OBTAINED FROM THE WEST JORDAN CITY ROAD & BRIDGE STANDARDS POLICIES & DESIGN CRITERIA MANUAL DATED APRIL 2018. THE TABLES BELOW ARE EXCERPTS FROM SAID MANUAL.

**Table 2.2.3**  
 Standards for Curve Radii

Type of Roadway	Minimum Radius of Curve (ft.)
Local Roadway < 40 mph	240
Collector < 40 mph	425
Arterial < 50 mph	640
State AAAS (111) (except) except of Highways and Arterial, 2004	840
Interchange at 60 mph	2400

**Table 2.2.1**  
 Values for Street Design Guidelines

Item	Level	Max. Slope	Right-of-Way
Terrain (See Notes)	70	10%	100
Development Density	70	10%	100
Residential Width (ft)	37	5%	37-35
Drive-off (ft) (A = High (ft), B = Low)	A	A	A
Subsist and Depth to Table (ft)	A	A	A
Minimum Street Right-of-Way (ft)	70	10%	70
Minimum Right-of-Way (ft)	70	10%	70
Minimum (See Note)	44'	3%	54'
Minimum (See Note)	44'	3%	54'
Min. Toppog Between Reverse Curves	100	100	100
Street Lighting	NI	SI	SI
Driveways	SI	SI	SI

Note: NI = Not Indicated or Appropriate Section  
 Section 2.2.1.1. The following table shows the minimum values for:  
 1. Level - grade slope of 6 to 8 percent  
 2. Slope - slope of 6 to 8 percent  
 3. 11/2% - maximum allowable

**Table 2.2.1**  
 Intersection Design Guidelines

Item	Level	Max. Slope	Right-of-Way
Terrain (See Notes)	All	All	100
Development Density	All	All	100
Approach Speed (mph)	7.5	2.5	20
Clear Sight Distance Length along each Approach (ft)	80	80	70
Vertical Alignment within Intersection	1.5%	2%	2%
Minimum Angle of Intersection	75	75	75
Minimum Right-of-Way (ft)	as Preferred	as Preferred	as Preferred
Level of Grade	2%	2%	2%
Level of Profile	2%	2%	2%
Clearance	12.5	12.5	12.5
Clearance	150	150	150
Clearance	300	300	300
Clearance	1100	1100	1100
Minimum Tangent Length Approaching Intersection (ft) (See)	50	50	20

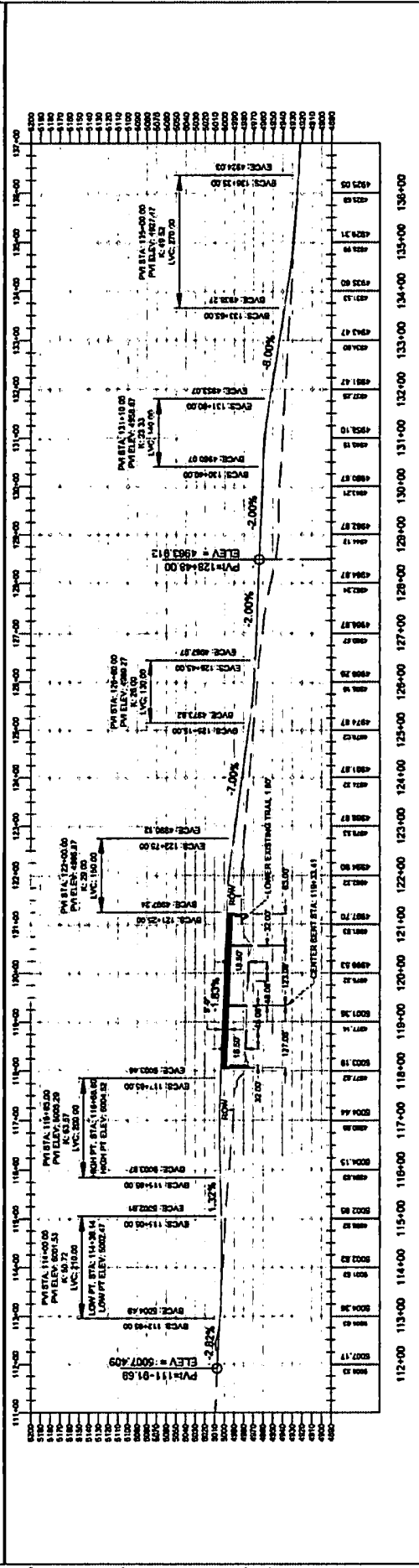
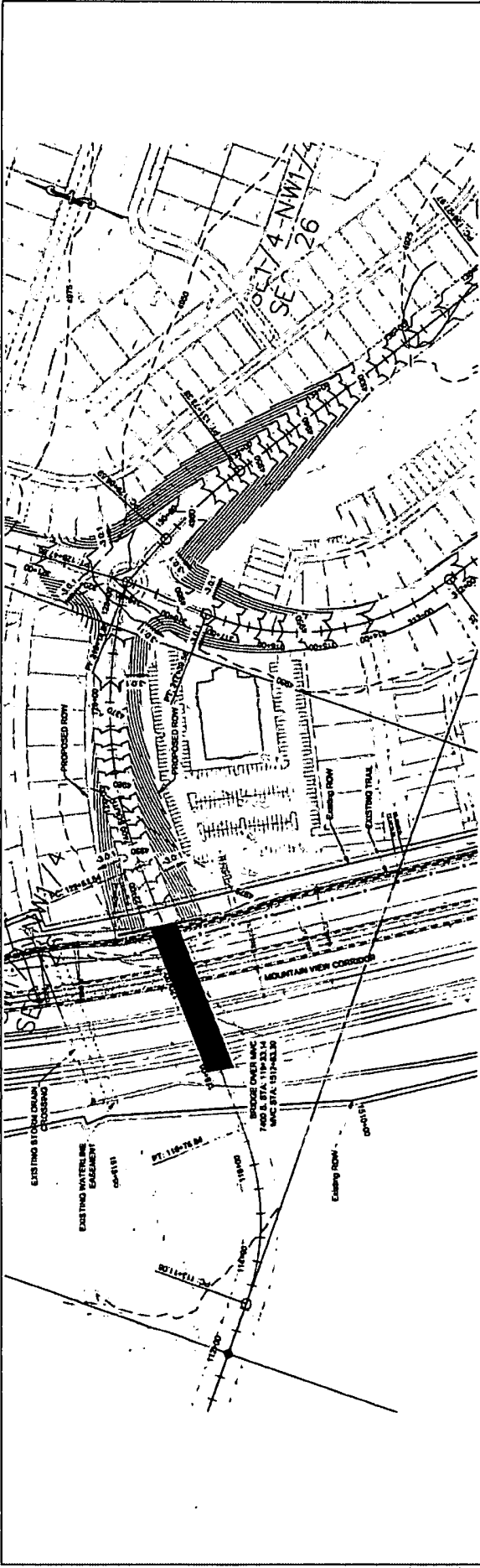
**HORROCKS**  
 ENGINEERS  
 2182 West Grove Pkwy., Suite 400  
 Pleasant Grove, UT 84062  
 (801) 785-6100  
 www.horrock.com

**WARNING**  
 1/2"  
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

**COPPER RIM DEVELOPMENT**  
 SOMMERGLEN CONNECTION EXHIBIT

**DRAWING INFO**  
 DATE: 07/16/18  
 SCALE: 1" = 150'  
 REV # DATE  
 PROJ. NO.: PG-01-1538

**SGC1**  
 PAGE 1



**HORROCKS ENGINEERS**  
 2102 West Grove Street, Dept. 400  
 Pleasant Grove, UT 84062  
 (801) 734-1100  
 www.horrocksa.com

DATE: 02/27/15  
 DRAWN BY: JLN  
 CHECKED BY: JLN  
 PROJECT: 15-0001

**COPPER RIM**  
 7400 S. BRIDGE OVER MVC

Sheet # 011

WASHING  
 0 10 20  
 1" = 10'-0" (VERTICAL)  
 1" = 100'-0" (HORIZONTAL)

DATE: 02/27/15  
 DRAWN BY: JLN  
 CHECKED BY: JLN  
 PROJECT: 15-0001



PRELIMINARY PLAT - PHASE 1

COPPER RIM

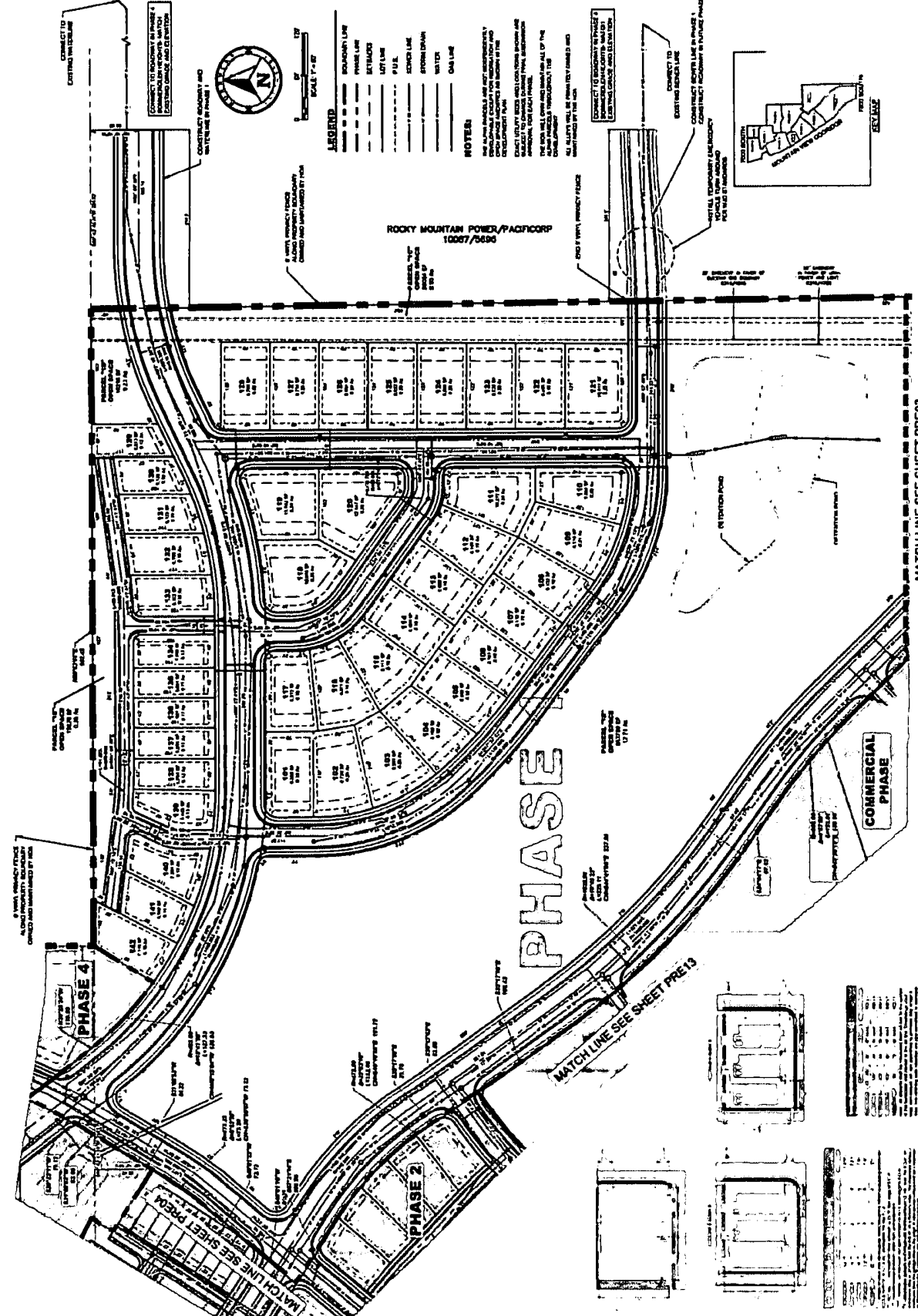
WEST JORDAN UTM

HORROCKS ENGINEERS  
2102 West Grand Freeway, Suite 400  
West Jordan, UT 84088  
(801) 733-5100  
www.horrocks.com

WARNING

IF THIS PLAN DOES NOT  
RELATE TO THE  
SUBJECT IS NOT TO SCALE

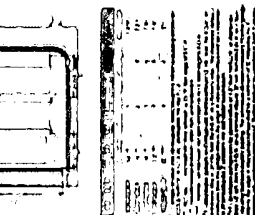
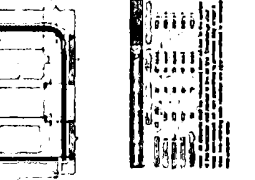
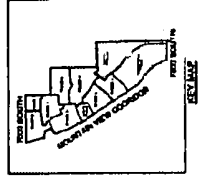
DATE	11/11/2011
PROJECT	PHASE 1
CLIENT	UNIVERSITY MICROFILMS
DESIGNER	HORROCKS ENGINEERS
CHECKER	
APPROVER	
SCALE	AS SHOWN
DATE	
PROJECT	
CLIENT	
DESIGNER	
CHECKER	
APPROVER	
SCALE	
DATE	



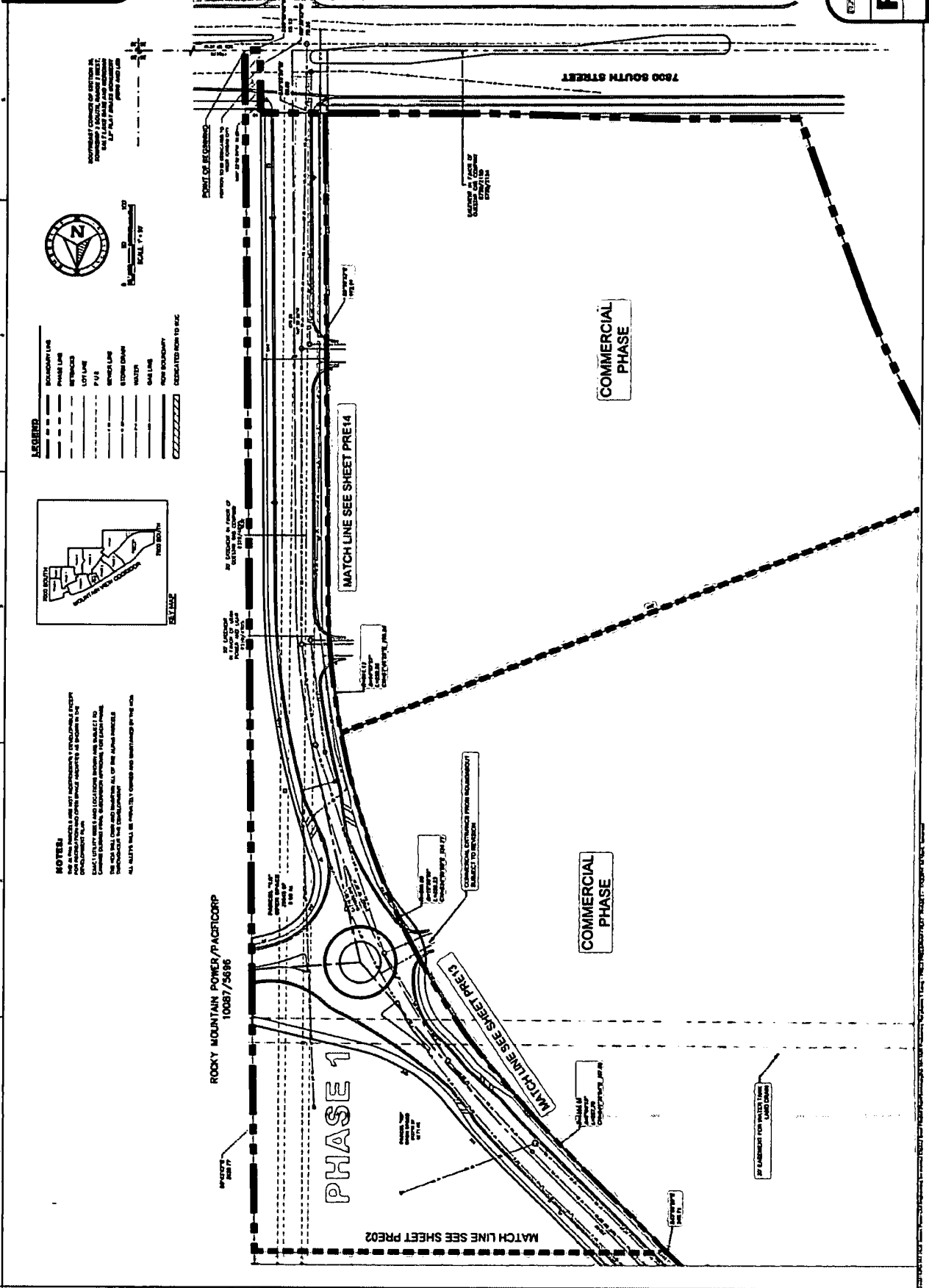
- LEGEND**
- BOUNDARY LINE
  - PHASE LINE
  - SETBACKS
  - LOT LINE
  - P.U.S.
  - CONCRETE LINE
  - STONE/BRICK
  - WALKER
  - GAS LINE

**NOTES:**

- ALL PHASES SHALL BE CONSIDERED TO BE SEPARATE EXCEPT FOR MATCH LINES AND CONTRACT LINES.
- EXACT LOT LINES SHALL BE DETERMINED BY SURVEY AND SHALL BE SHOWN ON THE FINAL PLAT.
- THE WORK SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES.
- ALL UTILITIES SHALL BE FIELD LOCATED AND MARKED BY THE CONTRACTOR.

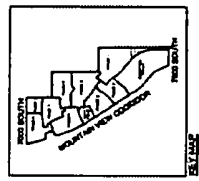






**LEGEND**

--- (dashed line)	BOUNDARY LINE
--- (long dashed line)	PHASE LINE
--- (short dashed line)	SETBACKS
--- (dash-dot line)	LOT LINE
--- (dotted line)	P.U. (Public Utility)
--- (solid line)	SEWER LINE
--- (solid line)	STORM DRAIN
--- (solid line)	WATER
--- (solid line)	Gas Line
--- (solid line)	RIGHT BOUNDARY
--- (solid line)	DECATERED ROW TO ETC.



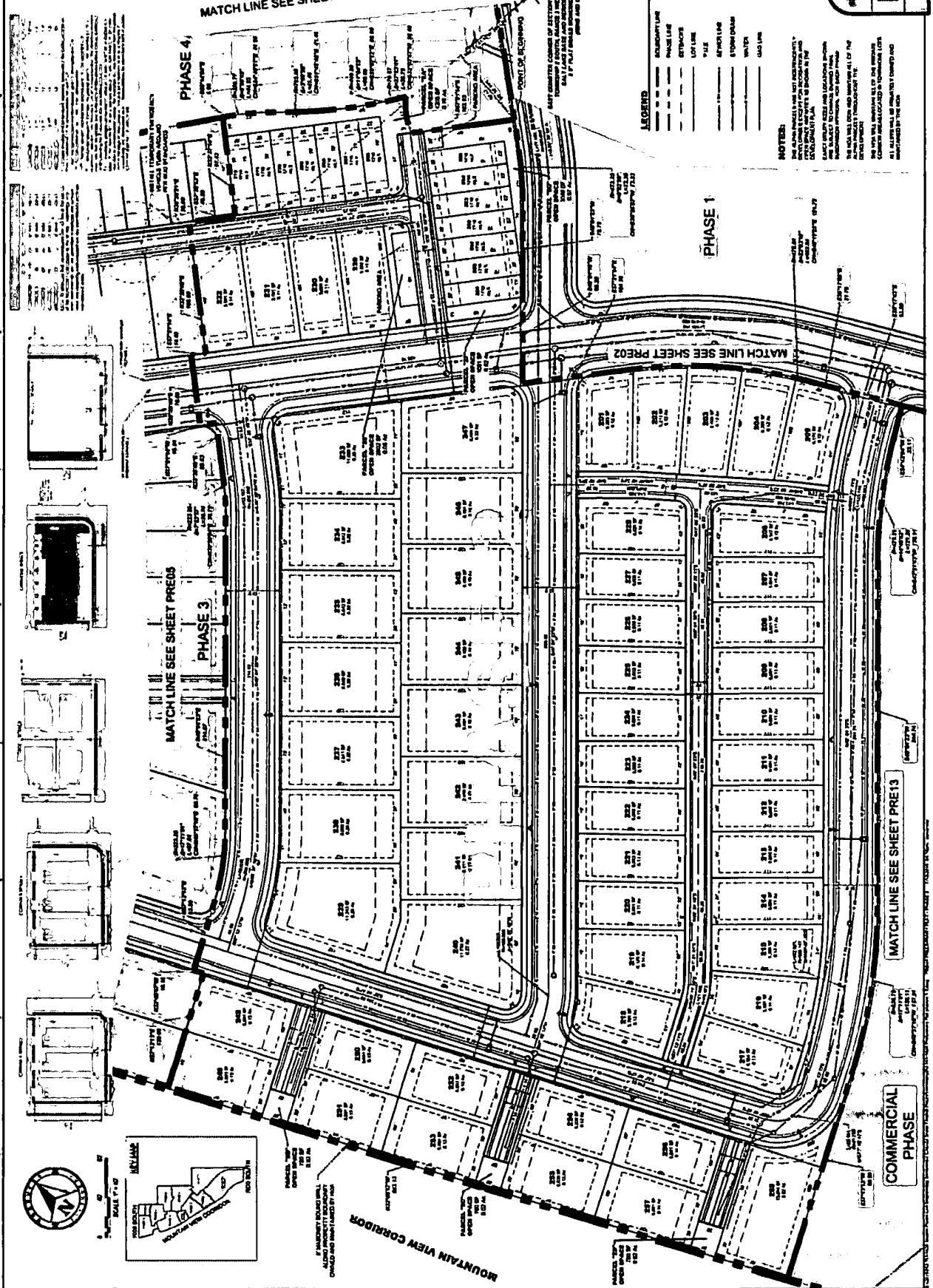
**NOTES:**  
 1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND CONDITIONS PRIOR TO CONSTRUCTION.  
 2. ALL UTILITIES SHALL BE MAINTAINED AT ALL TIMES.  
 3. ALL UTILITIES SHALL BE MAINTAINED AT ALL TIMES.

**WARNING**

THIS SHEET IS NOT TO BE USED FOR CONSTRUCTION OF THIS PROJECT WITHOUT THE WRITTEN APPROVAL OF HORROCKS ENGINEERS.

DATE	DESCRIPTION
08/11/2011	ISSUED FOR PERMIT
08/11/2011	ISSUED FOR CONSTRUCTION
08/11/2011	ISSUED FOR RECORD

**COPPER RIM**  
 WEST JORDAN UTM  
 PRELIMINARY PLAT - PHASE 2



**LEGEND**

- ALTERNATIVE LINE
- PHASE LINE
- EGRESS
- LOT LINE
- FIRE
- SERVICE LINE
- EGRESS DRIVE
- WATER
- GAS LINE

**NOTES:**

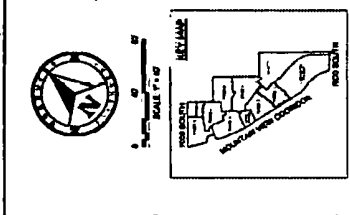
1. THE ALTERNATIVE LINE IS NOT A PROPERTY LINE AND SHOULD NOT BE USED FOR RECORD PURPOSES. IT IS PROVIDED FOR INFORMATION ONLY.

2. THE PHASE LINE IS NOT A PROPERTY LINE AND SHOULD NOT BE USED FOR RECORD PURPOSES. IT IS PROVIDED FOR INFORMATION ONLY.

3. THE EGRESS DRIVE IS NOT A PROPERTY LINE AND SHOULD NOT BE USED FOR RECORD PURPOSES. IT IS PROVIDED FOR INFORMATION ONLY.

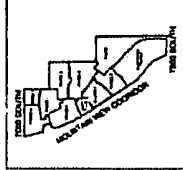
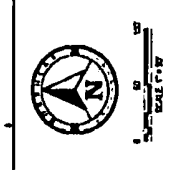
4. THE WATER AND GAS LINES ARE NOT A PROPERTY LINE AND SHOULD NOT BE USED FOR RECORD PURPOSES. THEY ARE PROVIDED FOR INFORMATION ONLY.

5. ALL UTILITIES ARE SHOWN AS APPROXIMATE LOCATIONS.



DATE	12 JAN 2014	DESCRIPTION	Final Design
BY	JL	CHKD	JK
APP'D		DATE	
PROJECT NO.	100-1000	PROJECT NAME	WEST JORDAN, UTM
CLIENT	DC	PROJECT TYPE	PRELIMINARY PLAT - PHASE 3
SCALE	AS SHOWN	DATE PLOTTED	

**COPPER RIM**  
 WEST JORDAN, UTM  
 PRELIMINARY PLAT - PHASE 3



**LEGEND**

- PROPERTY LINE
- PHASE LINE
- EASEMENTS
- LOT LINE
- P.U.L.
- SERVICE LINE
- STREET CURB
- WALKER
- CALL LANE

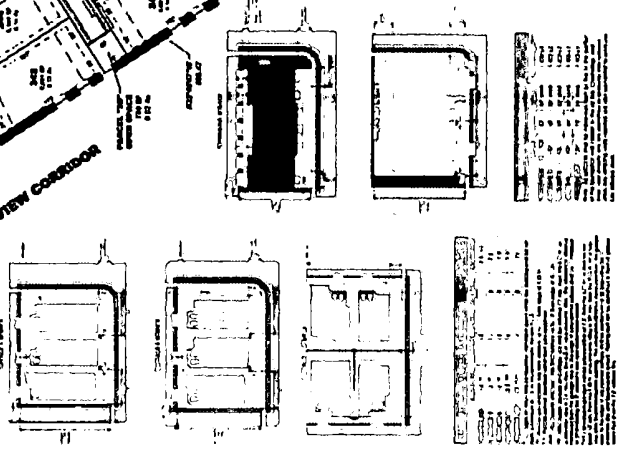
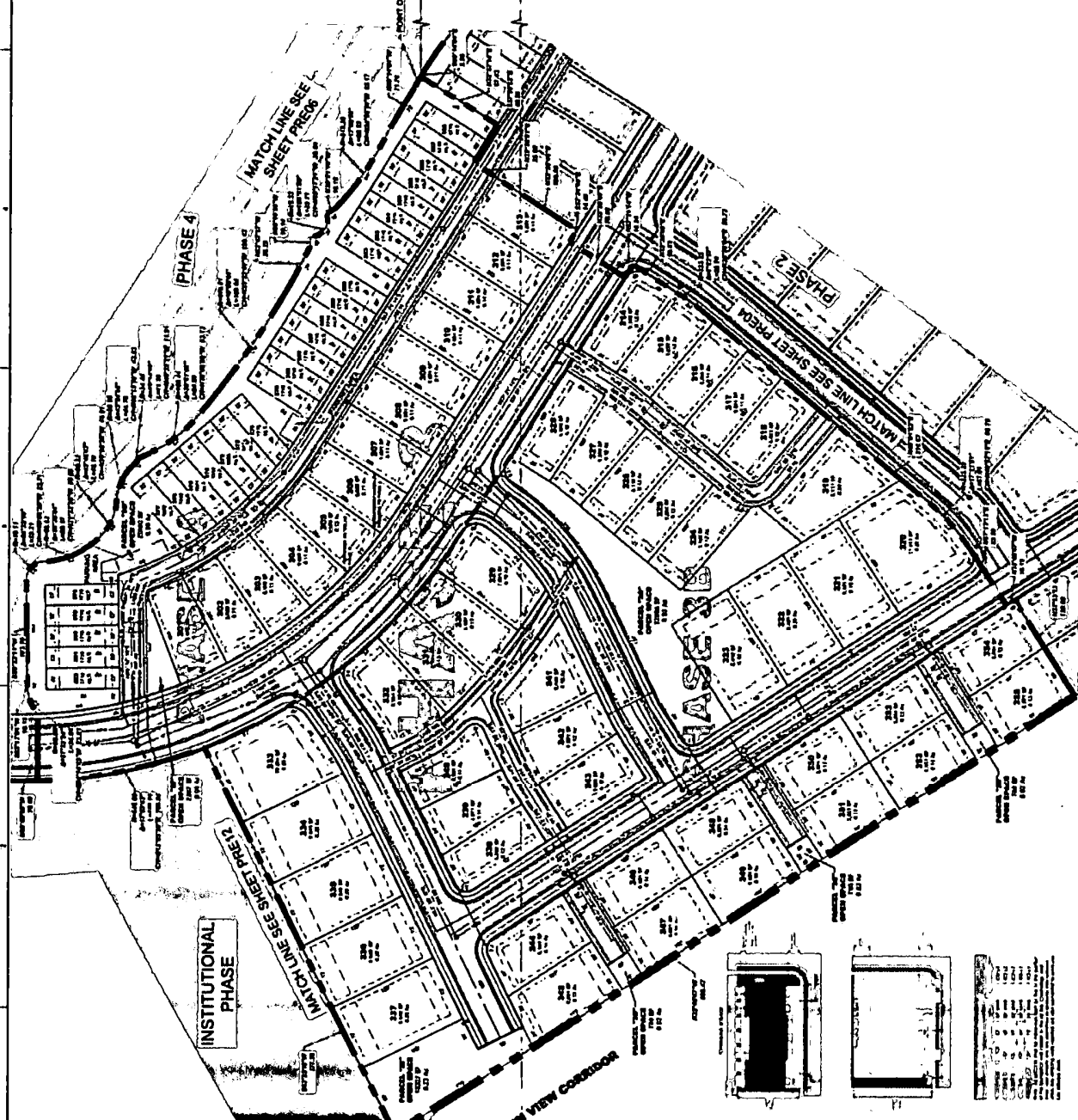
**NOTES**

1. THIS PLAT IS A PRELIMINARY PLAT AND IS SUBJECT TO THE APPROVAL OF THE PORTLAND PLANNING AND ZONING COMMISSION AND THE PORTLAND CITY CLERK. THIS PLAT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF HORROCKS ENGINEERS.

2. THE PROPERTY LINES AND EASEMENTS SHOWN ON THIS PLAT ARE BASED ON THE RECORD PLATS AND SURVEY DATA ON FILE WITH THE CLERK OF MULTNOMAH COUNTY.

3. THE PHASE LINES AND LOT LINES SHOWN ON THIS PLAT ARE BASED ON THE RECORD PLATS AND SURVEY DATA ON FILE WITH THE CLERK OF MULTNOMAH COUNTY.

4. ALL ALLEYS SHALL BE MINIMUM 10 FEET WIDE AND SHALL BE PAVED BY THE OWNER.



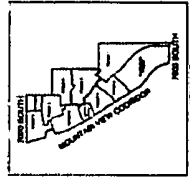
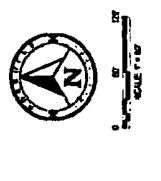
**HORROCKS ENGINEERS**  
 212 West Green Park, Suite 202  
 (707) 733-1100  
 www.horrock.com

**WARNING**  
 THIS PLAN DOES NOT  
 WARRANT OR GUARANTEE  
 THE ACCURACY OF THE  
 INFORMATION CONTAINED  
 HEREIN. THE USER SHALL  
 BE RESPONSIBLE FOR  
 VERIFYING THE ACCURACY  
 OF THE INFORMATION  
 CONTAINED HEREIN.

DATE	DESCRIPTION
12/15/11	ISSUED FOR PERMIT
08/15/11	REVISED
07/15/11	ISSUED FOR PERMIT
06/15/11	REVISED
05/15/11	ISSUED FOR PERMIT
04/15/11	REVISED
03/15/11	ISSUED FOR PERMIT
02/15/11	REVISED
01/15/11	ISSUED FOR PERMIT
12/15/10	REVISED

**COPPER RIM**  
 WEST JORDAN, UTAH  
 PRELIMINARY PLAT - PHASE 4

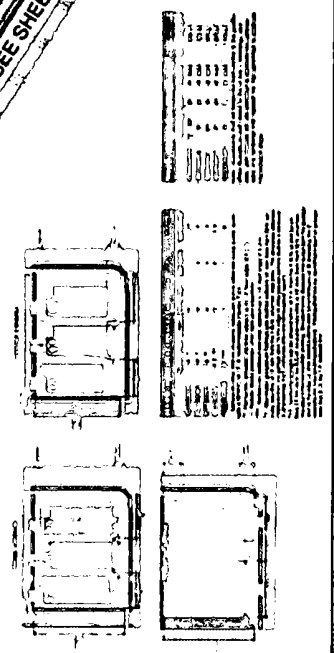
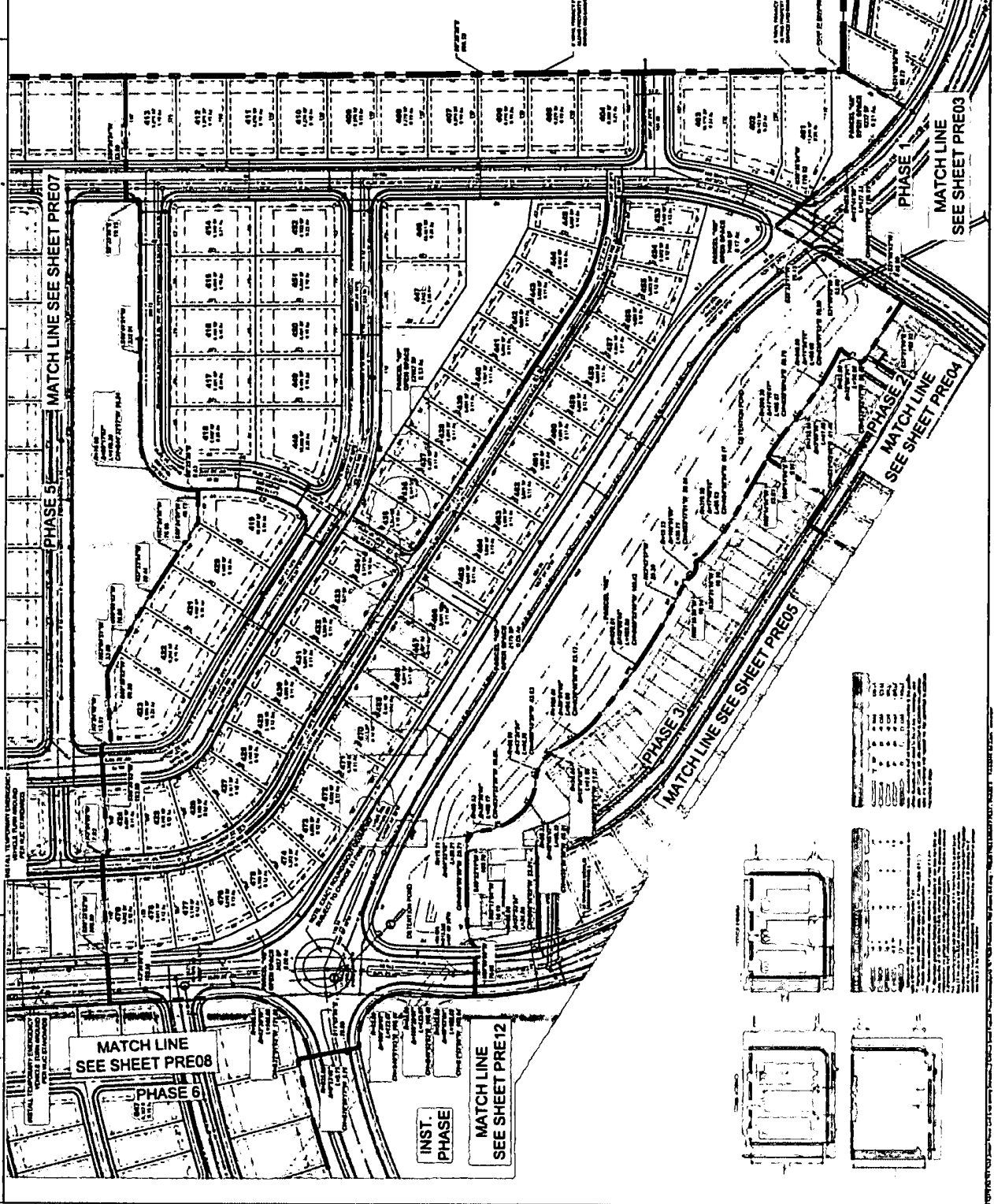
**PRE06**  
 PHASE 4



**LEGEND**

---	BOUNDARY LINE
---	PHASE LINE
---	SETBACK
---	LEFT WAY
---	RIGHT WAY
---	STREET CENTER
---	WALKWAY
---	RAIL LINE
---	RAIL CROSSING
---	RAIL CROSSING

**MOTEL**  
 THIS PLAN IS FOR A MOTEL DEVELOPMENT. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE DEVELOPER SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.



## DEVELOPMENT PLAN VARIATION

**Authority:**

13-5J-10 E

E. Variations from Approved Plans and Development Standards:

1. The Zoning Administrator may allow minor variations of an approved development plan.

**Request and/or Question:**

Modification of preliminary development plan, preliminary subdivision plat and preliminary site plan for Copper Rim planned development.

**Request by:**

Greg Day, P.E. C.W. Land Co.

**Analysis:**

The Zoning Administrator is authorized to grant a variation upon a determination that the variation:

- a. **Is consistent with the intent of this article.**

*Large planned developments on a consistent basis are reevaluated to find the best and most compatible mix of uses and housing types. In order to facilitate an orderly and time sensitive approval processes a method of allowing modifications that are not vital to the overall project is in place. The applicant is asking to change from having 317 alley loaded homes to 163 alley loaded homes. The applicant will add the homes subtracted from the 317 number to front or side loading single family homes.*

- b. **Does not increase the overall allowable maximum density as granted in the development plan (through a significant modification to an approved and pledged improvement and/or amenity installation).**

*The request to reduce the number of alley loaded homes does not increase the density of the project.*

- c. **Does not affect an approved preliminary or final site plan.**

*Public street layout will remain the same and access to lots on the converted lots will be form a public street rather than a private alleyway. The density of the project will not change and the private nature of the alleyway will be used as yard area rather than an alley. Overall the public areas and private areas will remain the same so the change will not affect the site plan.*

- d. **Does not affect an approved preliminary or final subdivision or condominium plat.**

*Public street layout will remain the same and access to lots on the converted lots will be form a public street rather than a private alleyway. The density of the project will not change and the private nature of the alleyway will be used as yard area rather than an alley. Overall the public areas and private areas will remain the same so the change will not affect the plat.*

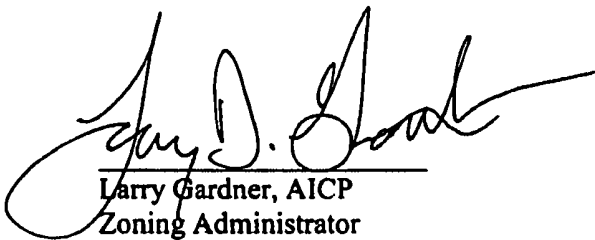
5. **If, after a development plan is approved for an area, a subdivision, site plan, and/or other land use application(s) for a given phase(s) of said area is/are submitted with a variation(s) from the development plan, the variation(s) may be deemed, as determined by**

the Zoning Administrator, as a minor variation(s) if all of the following applicable provisions exist:

- a. The same uses (residential, commercial, office space, medical, etc.) exist; and  
*The uses will remain unchanged.*
- b. All footprints, setbacks, and other requirements of City ordinances, standards, regulations, etc., are met; and  
*All buildings will be required to meet the provisions of 2009 City Code.*
- c. The heights of the buildings are the same or lower than in the approved development plan; and  
*The heights of the buildings will remain unchanged.*
- d. The density of the housing units, if any, is the same or lower than in the approved development plan; and  
*The density of the project will be the same.*
- e. The amount of office space, commercial space, or other similar required space, if any, is the same or more than in the approved development plan; and  
*The amount of office space, commercial space, or other similar required space, if any, is the same or more than in the approved development plan.*
- f. The amount or number of improvements and amenities, if any, is the same or more than in the approved development plan; and  
*The amenities will not change.*
- g. All other similar measurable criteria are the same or more or "better", as determined by the Zoning Administrator, in the application(s) compared to the approved development plan (with owner-occupied residential units being deemed to be better than leased or rented residential units).  
*The reduction of alley loaded homes will result in additional yard area for homes and will have a net increase of one acre of usable open space.*

**Determination:**

The request meets the intent of 13-5J-10 and has been evaluated based on the criteria of 2009 City Code and it is my determination that the request is a minor variation. The request is approved and all future submittals shall reflect this decision.

  
Larry Gardner, AICP  
Zoning Administrator

08/21/2018  
Date



August 7, 2018

Ray McCandless  
West Jordan City  
8000 S. Redwood Road  
West Jordan, UT 84088

Dear Mr. Ray McCandless,

West Jordan City Code Section 13-5J-10E states that the Zoning Administrator may allow minor variations of an approved development plan. Our request is as follows:

The Copper Rim Preliminary Development Plan calls for 732 residential units; comprised of Preserve Lots, Cottage Lots, Townhomes, and Age Restricted Units. The overall number of residential units will not change, nor will it change overall allowable density, rather it is proposed to decrease the amount of Rear Load Cottage type product and increase Preserve lots.

The overall site plan consists currently of 317 Rear Load Cottage lots. It is proposed to replace 163 of these with Preserve lots or Front Load Cottages. Lots along the collector streets would remain lined with Rear Load Cottages to eliminate curb cuts and maintain an enhanced pedestrian experience along all collector streets within the project. It should also be noted, that the proposed changes will provide roughly one acre of functional open space and all neighborhoods remain organized around the main open space network.

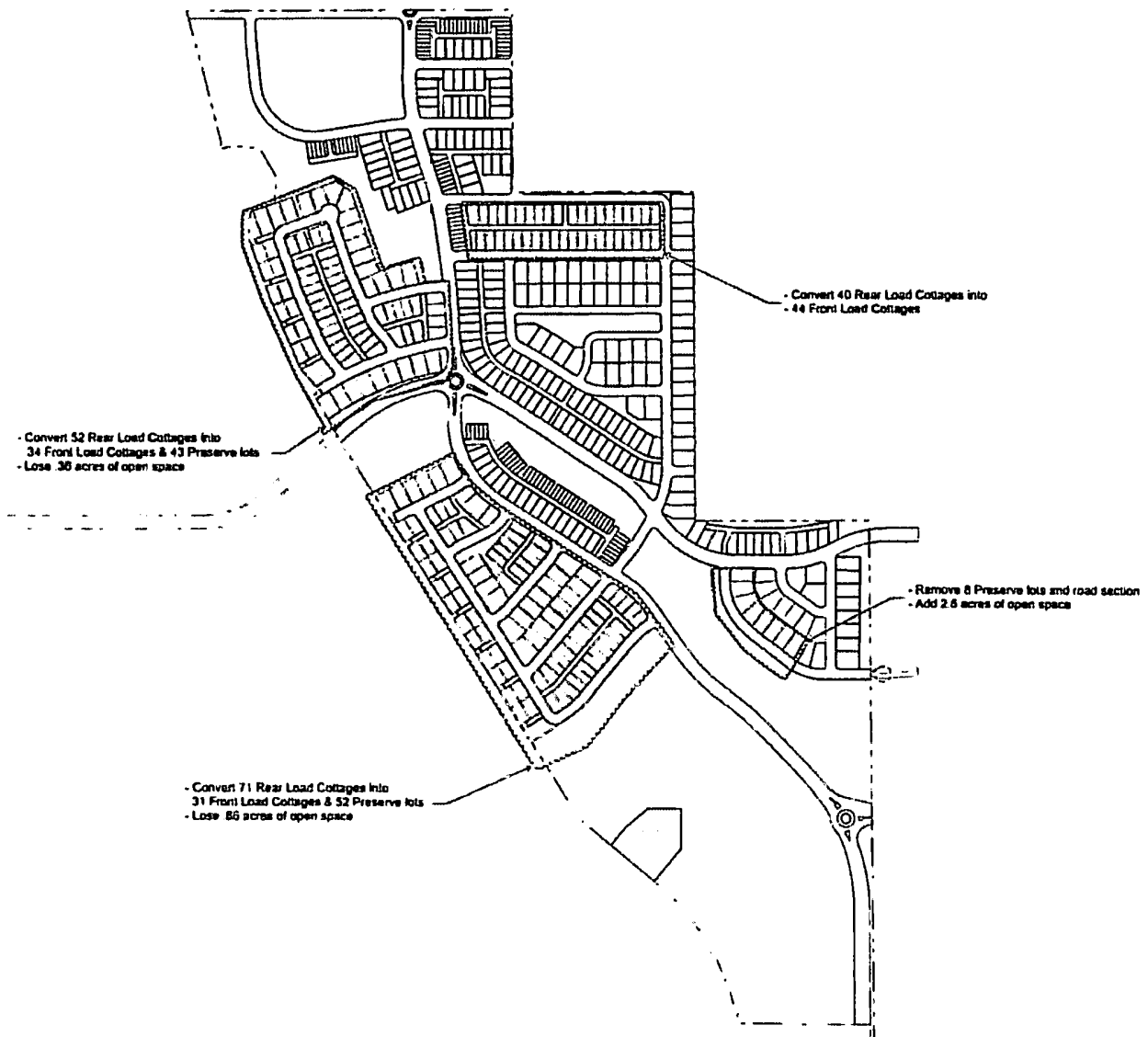
The intent of the proposed changes is to reduce the amount of Rear Load Cottage lots without compromising the character of the community. This allows us to reduce the number of alleys in the project, providing the opportunity for a more desirable and marketable product.

The attached exhibits illustrate the proposed variations in detail on the existing plan as well as an updated colored plan.

Sincerely,

Gregory Day

# COPPER RIM

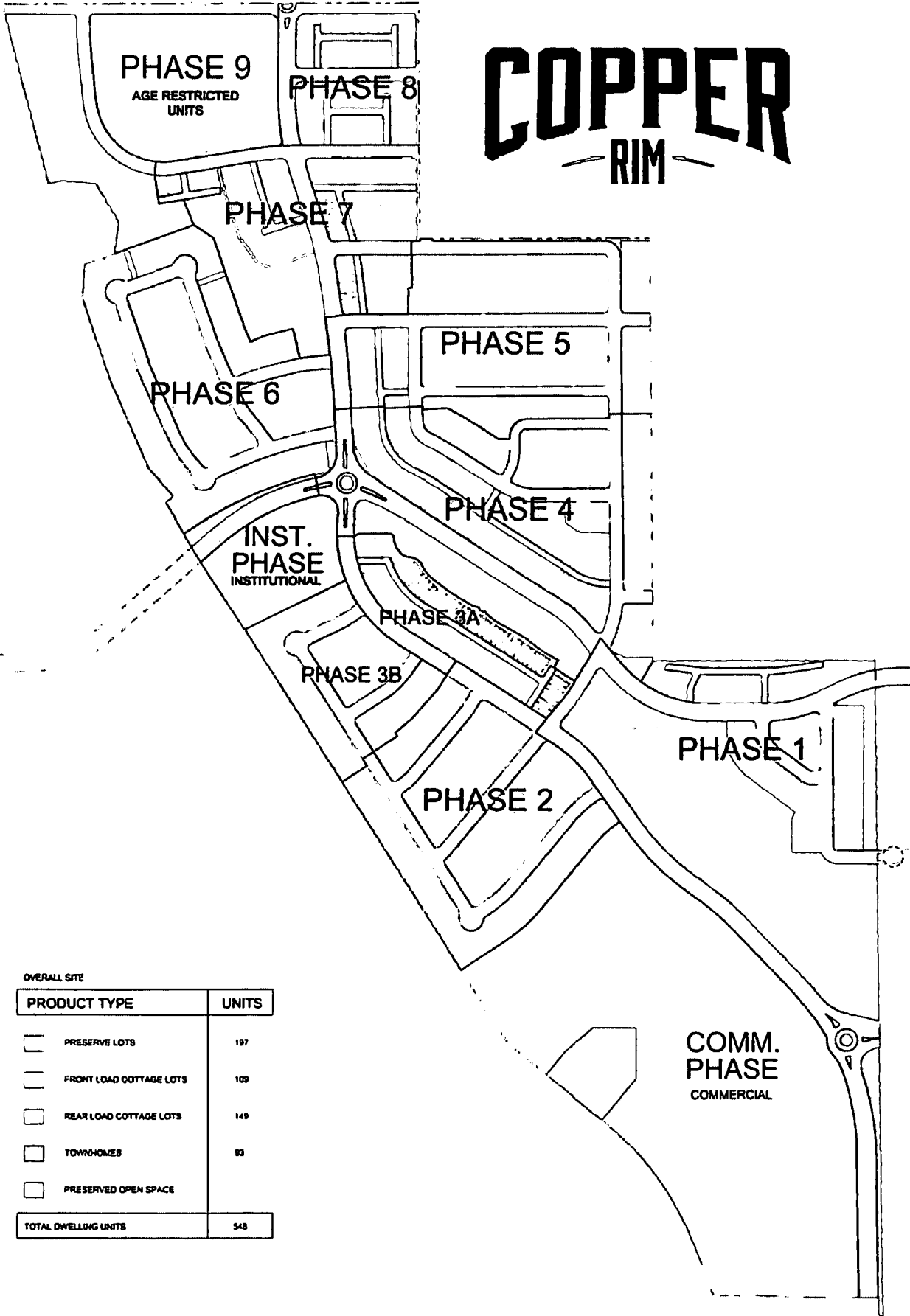


## PROPOSED CHANGES SUMMARY

- Overall lot count remains the same at 548 (not including "age restricted units")
- Overall public road layout remains the same with exception of removed section in PH 1
- Overall site gains 1.38 acres of functional open space
- Replacing 163 Rear Load Cottages with Preserve lots or Front Load Cottages
- Rear Load Cottages remain along collectors



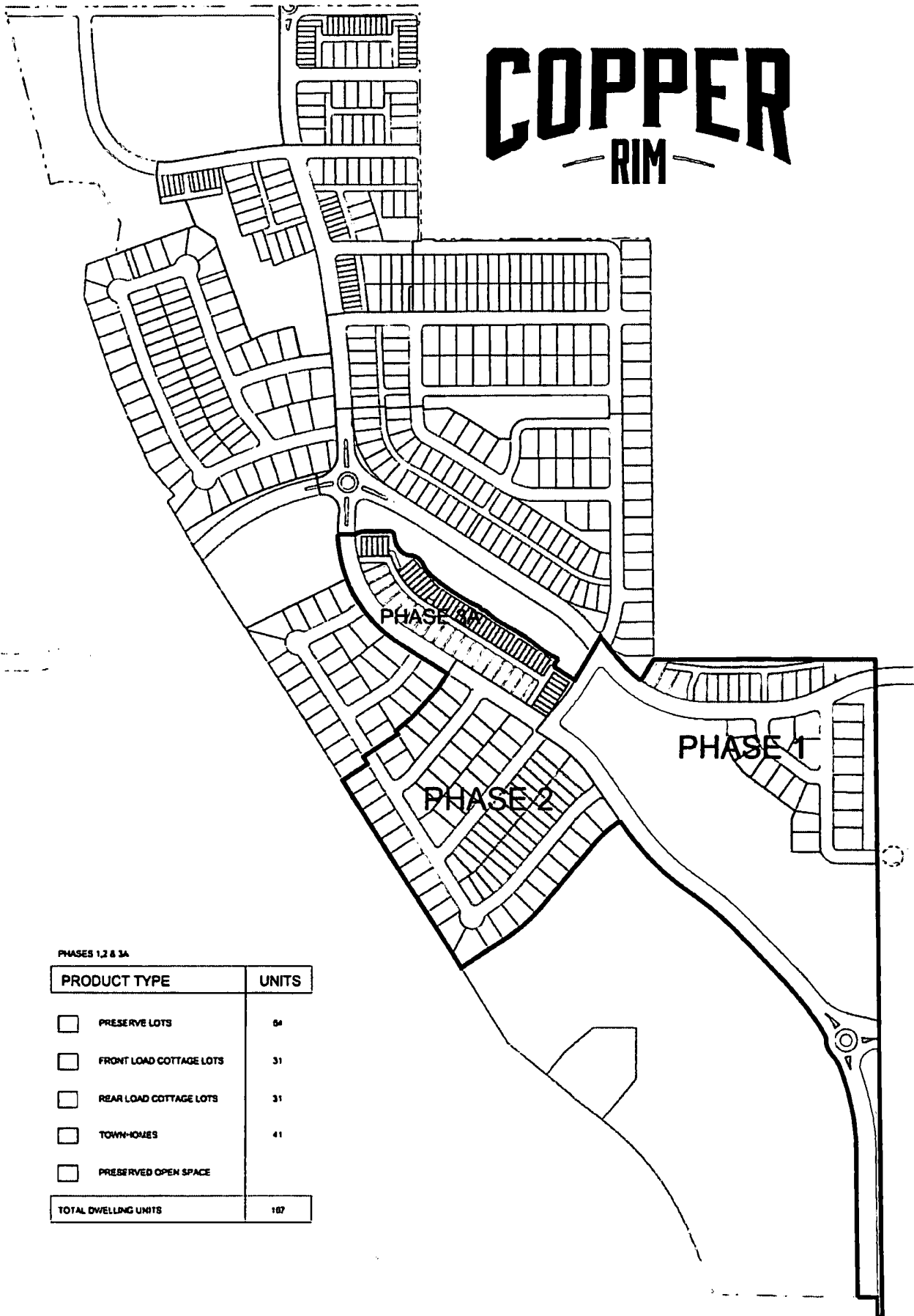
# COPPER RIM



OVERALL SITE

PRODUCT TYPE	UNITS
<input type="checkbox"/> PRESERVE LOTS	197
<input type="checkbox"/> FRONT LOAD COTTAGE LOTS	109
<input type="checkbox"/> REAR LOAD COTTAGE LOTS	149
<input type="checkbox"/> TOWNHOMES	93
<input type="checkbox"/> PRESERVED OPEN SPACE	
<b>TOTAL DWELLING UNITS</b>	<b>548</b>

# COPPER RIM



PHASES 1, 2 & 3A

PRODUCT TYPE	UNITS
<input type="checkbox"/> PRESERVE LOTS	64
<input type="checkbox"/> FRONT LOAD COTTAGE LOTS	31
<input type="checkbox"/> REAR LOAD COTTAGE LOTS	31
<input type="checkbox"/> TOWN-HOMES	41
<input type="checkbox"/> PRESERVED OPEN SPACE	
<b>TOTAL DWELLING UNITS</b>	<b>167</b>

**EXHIBIT I**  
**FORM OF TRANSFER DEED**

Send tax notices to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL WARRANTY DEED  
WITH COVENANTS**

THIS INSTRUMENT is entered into as of the \_\_\_\_ day of \_\_\_\_, 20\_\_ (“Effective Date”), between CW LAND CO., LLC, a Utah limited liability company (“Grantor”) and \_\_\_\_\_, a Utah limited liability company with an address of \_\_\_\_\_ (“Grantee”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and warrants against all who claim by, through, or under the Grantor to Grantee the following real property located in West Jordan City, Salt Lake County, Utah (the “Property”) and described as follows:

**See attached Exhibit A;**

TOGETHER WITH all rights and privileged appurtenant thereto, including the right to develop no more than the maximum number of units described in the Development Agreement [defined below]; and

RESERVING unto Grantor the right to locate, construct and dedicate to the appropriate public entities utility easements as may be necessary for developing the Copper Rim Project as depicted and described in the Master Development Agreement for Copper Rim between the West Jordan City and Grantor as recorded in the office of the County Recorder, Salt Lake County, Utah, as amended (“Development Agreement”); and

FURTHER RESERVING unto Grantor the right to amend any portion of the Development Agreement, without the signature or approval of Grantee, so long as such amendment does not touch or physically impact the Property granted hereby; and

SUBJECT TO all matters of record, including any reservations, easements, covenants, conditions, restrictions, and all other rights or interests of record or enforceable at law or equity; and

IN CONNECTION WITH (and as an integral part of) the conveyance of the Property, Grantor and Grantee agree as follows:

1. Covenant to Comply with Development Agreement. Grantee acknowledges that Grantee shall take no actions or construct any improvements which are inconsistent with the Development Agreement, as the same may be amended from time to time, in connection with the development, ownership, use and/or operation the Property granted hereby.

2. Transfer Deed. Grantee agrees that this Instrument is a "Transfer Deed" as described in the Development Agreement, that the Property is being transferred by metes and bounds prior to the recordation of a plat of subdivision as allowed by law, and that further subdivision approvals will be required before Grantee may sell individual lots to builders or the purchasers of residential units.

3. Term. The term of the covenants set forth in this Transfer Deed shall continue until the Development Agreement terminates in accordance with its terms, or until subdivision plats are approved in accordance with West Jordan City's codes and other applicable laws.

4. Running of Benefits and Burdens. The covenants, including the burdens stated and implied, touch, concern, and run with the Property and are binding upon the successors-in-title of Grantee.

ENTERED INTO AS OF THE EFFECTIVE DATE.

**GRANTOR:**

**CW LAND CO., LLC**, a Utah limited liability company

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

**GRANTEE:**

\_\_\_\_\_, a \_\_\_\_\_ limited liability company

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

Consented to by non party West Jordan City  
as contemplated by Section 7.1 of the Development  
Agreement

West Jordan City, a political subdivision

By: \_\_\_\_\_  
Its: Planning Director acting as the Land Use Authority

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_)

: ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he/she is the \_\_\_\_\_ of Grantor, and acknowledged to me that this Instrument was signed on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT**

STATE OF UTAH )

: ss

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 201\_ by \_\_\_\_\_, who being duly sworn, did say that he/she is the \_\_\_\_\_ of Grantee, and acknowledged to me that this Instrument was signed on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

RESOLUTION NO. 18-199

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A MASTER DEVELOPMENT AGREEMENT BETWEEN  
CW LAND CO., LLC AND THE CITY REGARDING COPPER RIM

WHEREAS, a City Council, as the Governing Body of a municipality in Utah, may, in general, authorize, by resolution, the Mayor to sign agreements with private entities, including a development company; and

WHEREAS, the City Council of the City of West Jordan, desires to enter into a Master Development Agreement between CW LAND CO., LLC and the City regarding the development identified as "Copper Rim".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, AS FOLLOWS:

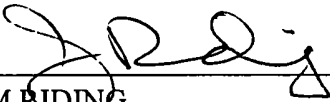
Section 1. The Mayor is hereby authorized to execute the Master Development Agreement, between CW LAND CO., LLC and the City regarding the development identified as "Copper Rim."


Section 2. This resolution shall take effect immediately.

Approved by the City Council of West Jordan, Utah, on November 7, 2018.

ATTEST:



  
\_\_\_\_\_  
JIM RIDING  
Mayor

  
\_\_\_\_\_  
MELANIE S BRIGGS, MMC Jamelyn Brooks  
City Clerk (Deputy)

Voting by the City Council:

- Council Member Dirk Burton
- Council Member Kayleen Whitelock
- Council Member Zach Jacob
- Council Member Chris McConnehey
- Council Member Chad Lamb
- Council Member Alan Anderson
- Mayor Jim Riding

"YES"

"NO"  
 \_\_\_\_\_  
 Absent  
 \_\_\_\_\_  
 \_\_\_\_\_