

Recording Requested By and  
When Recorded Return to:  
West Jordan City  
Attention: City Clerk  
8000 South Redwood Road  
West Jordan, Utah 84088

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09/18/2012 02:58 PM \$0.00  
Book - 10057 Pg - 4053-4137  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
8000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: DEK, DEPUTY - WI 85 P.

For Recording Purposes Do  
Not Write Above This Line

### DEVELOPMENT AGREEMENT BRIDGEPORT SUBDIVISION

This Development Agreement (this "**Agreement**") is made and entered into and made effective as of the date entered below (the "**Effective Date**"), by and among West Jordan City, a municipality and political subdivision of the State of Utah (the "**City**"), and Ivory Development, LLC, a Utah limited liability company (the "**Developer**"), and H Too O Investments, LLC, a Utah limited liability company, and SSTCC Limited Company, a Utah limited liability company, (H Too O Investments and SSTCC are collectively referred to herein as "**Remainder Parcel Owner**"). The City, Developer and Remainder Parcel Owner may from time to time be collectively referred to as the "**Parties**."

#### RECITALS

A. Developer, or its predecessor in interest, has prepared and presented to the City multiple applications for the Bridgeport Subdivision, formerly the Discovery Phase 3 Subdivision (hereinafter referred to as the "**Project**"), which applications have been submitted and reviewed by the City pursuant to the requirements of the 2009 City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting and finally approved zoning, modification of design standard, development plan, preliminary and final approved site plan(s), preliminary and final approved subdivision plat(s), approved engineering drawings, conveyance documents, title reports and other documents submitted during the City's review and approval process will be referred to herein as the "**Bridgeport Subdivision Development Documents**" or the "**Development Documents**".

B. Developer and Remainder Parcel Owner own approximately 18.138 acres of real property intended to be developed as the Bridgeport Subdivision, which consists of fifty-seven (57) residential lots plus one (1) remainder parcel (the "**Remainder Parcel**"). The Bridgeport Subdivision will be located at approximately 8600 South U-111 and will subdivide the real property more specifically described in Exhibit A of this Agreement (the "**Property**"). Developer owns approximately 16.15 acres of the Property, which is identified as Salt Lake

County Parcel No. 20343760120000. Remainder Parcel Owner owns the Remainder Parcel, which is approximately 2.00 acres and is identified as Salt Lake County Parcel No. 20343760130000.

C. The Development Agreement for the Discovery Project City of West Jordan, Utah, entered into on March 1, 2005, by and among Oquirrh Hills, LLC; R. LaMar Jones and Vicky R. Jones as Trustees of The R. LaMar and Vicky R. Jones Revocable Trust; and the City of West Jordan (the "Discovery Agreement"). The Discovery Agreement is recorded with the Salt Lake County Recorder as record number 9318215 at Book 9103, Page 3178-3196. The term of the Discovery Agreement was "for a period of five (5) years following the date of its adoption by the City Council . . . , except the release of claims in Section 8.2 and the dedication and conveyance of property for the Drainage Channel, roads, utilities, or other public improvements as required by other applicable ordinances and regulations of the City, which shall be perpetual."

D. Among other things, the Discovery Agreement imposed a phasing requirement for "a logical extension of roads, infrastructure and utilities . . . in conformance with the requirements of [the Discovery Agreement] and the other applicable ordinances and regulations of the City. . . ." (The surviving obligations under the Discovery Agreement are hereinafter referred to as the "Discovery Agreement Public Improvements").

E. The Property is bordered by 8600 South Street, which is identified on the City's Transportation Master Plan as a minor collector with a cross-section of seventy (70) feet, and U-111, a Utah State Highway. According to the Transportation Master Plan, 8600 South Street will be centered on the section line at the south boundary of the Property, except that the alignment will shift to the north of the section line near the intersection of 8600 South and U-111.

F. On February 22, 2012, the West Jordan City Council approved a modification to design standard, permitting the half-width construction of 8600 South Street from approximately 7000 West to 6800 West as shown on Exhibit C of this Agreement, subject to the following conditions:

1. That the Developer and City enter into a development agreement prior to the recording of the final plat for Discovery Phase 3, addressing at a minimum:
  - (a) future construction of the south half of the street; and
  - (b) future construction of the portion of the street between U-111 and Discovery Phase 3 inclusive of any required intersection improvements.
2. That the Developer shall provide written approval from UDOT permitting the connection of an emergency access from U-111 to 8600 South, also including collapsible bollards.

G. On March 20, 2012, the West Jordan Planning Commission approved a preliminary plat for development of the Property, subject to the following conditions:

1. Planning Commission approvals do not include Public Safety, Fire, Building and Safety, or Engineering approval.

2. An approved, unrecorded preliminary subdivision plat shall remain valid for one (1) year. One 6-month extension may be granted by the zoning administrator if, upon written request by the owner/developer, the zoning administrator finds that the extension will not adversely affect the public health, safety or welfare of the City. (City Code 14-3-8B)

3. A Development Agreement shall be adopted between the Developer and City Council prior to the recording of the Final Plat. The Development Agreement shall include but not be limited to:

(a) Future construction of the south half of the street; and

(b) Future construction of the portion of the street between U-111 and Discovery Phase 3 inclusive of any required intersection improvements.

4. Prior to Final subdivision plat approval, the applicant shall provide written approval from UDOT permitting the connection of an emergency access from U-111 to 8600 South.

5. The streetscape wall around the perimeter of the residential lots backing 8600 South and the commercial property (Parcel A) shall either meet the standard masonry wall requirements as stated in the Zoning Ordinance (13-14-3G) or as an alternative be constructed with RhinoRock concrete walls. A precast concrete cap shall be placed on every masonry pillar regardless of wall type chosen.

6. The streetscape wall along the perimeter of the residential lots backing U-111 shall meet the standard masonry wall requirements as stated in the Zoning Ordinance (13-14-3G). This required wall shall visually match the wall required in condition number 5.

7. All City Staff redlines shall be addressed prior to Final subdivision plat approval, including but not limited to:

a. Update the general description of the plat to reflect that this is a 57 lot subdivision, with one remainder parcel.

b. Update the setback and easement exhibits to accurately reflect the setbacks for the R-1-8C zoning district.

8. All standards and requirements of the City's Municipal Code in effect at the time of this approval shall be adhered to.

9. Parcel "A" as indicated on this Preliminary Subdivision Plat shall be converted into a recorded subdivided Lot prior to Final Site Plan approval of any future development on this property.

10. The streetscape wall located along U-111 shall be placed within 1 to 2 feet of the U-111 right-of-way line or as close as possible in order to accommodate for wall footings.

H. Developer has requested to rezone the Property from R-1-8C(ZC) to R-1-6C.

I. Pursuant to the authority of *Utah Code Ann.* § 10-9a-102(2) and the specific

provisions of the 2009 City Code, the City has determined to enter into this Agreement with Developer and Remainder Parcel Owner for the purpose of formalizing certain obligations of the Parties with respect to the Project, and such other matters as the City, Developer and Remainder Parcel Owner have agreed.

J. In connection with improvements to be constructed with the development of the Project pursuant to the Development Documents and Discovery Agreement, Article VII of this Agreement contains additional recitals and additional terms and provisions related to potential reimbursement.

## 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 LEGAL AUTHORITY AND PURPOSE

- 1.1 **City Laws and Purpose.** The City represents that it has the legal authority to enter into and perform its obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits. This Agreement and the approved Development Documents and Discovery Agreement will govern the City, Developer and Remainder Parcel Owner with respect to development of the Project.
- 1.2 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.
- 1.3 **Conditions Precedent.** Each of the Parties 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 Precedent 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 some of the Conditions Precedent may be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions Precedent 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 Precedent**":
  - 1.3.1 the final non-appealable approval and acceptance of this Agreement by the City Council; and

1.3.2 the final non-appealable approval and recording of the Bridgeport Subdivision plat; and

1.3.3 approval of each and every one of the Development Documents by the appropriate approving body as set forth in the 2009 City Code; and

1.3.4 approval from UDOT for emergency access at U-111 as set forth in this Agreement.

## ARTICLE II PROJECT DEVELOPMENT

### 2.1 Developer and Remainder Parcel Owner Obligations.

2.1.1 **Conveyance or Dedication of Required Easements.** Developer and Remainder Parcel Owner shall convey or dedicate to the City or other applicable utility provider at no cost such required utility easements on or across the Project as are necessary to facilitate the extension of required utility services to and throughout the Project.

2.1.2 **Public Improvements: Streets, Culinary Water, Sanitary Sewer and Stormwater.** Developer and Remainder Parcel Owner shall design, construct and dedicate to the City all public streets and other public infrastructure required by the 2009 City Code and City standards and/or shown on the approved Development Documents and Discovery Agreement Public Improvements (hereinafter referred to as the “**Public Improvements**”). This obligation shall survive termination of this Agreement and is intended to attach to and run with the land.

A. Required Improvements. **Exhibit C**, attached hereto and hereby made a part hereof, lists and otherwise describes all required and agreed improvements and dedications required of Developer and Remainder Parcel Owner, respectively, in connection with the Project, all of which are accepted by Developer and Remainder Parcel Owner and agreed upon.

B. Access and Connecting Roads.

1. Access and connecting roads will provide for safe and efficient circulation within, and adequate entrances and exits for the Project. All access and connecting roads shall be completed in accordance with approved plans and specifications submitted in connection with one or more subdivision plats for the Project as set forth in the approved Development Documents and Discovery Agreement.

2. At a minimum, access roads shall include the following to be constructed by Developer before issuance of any certificate of occupancy within the Project: (a) the north half of 8600 South Street from approximately the west side of lot 314 of the Bridgeport Subdivision to the east boundary of the Bridgeport Subdivision; and (b) a twenty foot (20') wide access road with asphalted drivable surface between approximately the west side of lot 314 and U-111 as shown in Exhibit C. No certificates of occupancy will be issued until these access roads are complete. Unless specifically authorized by City Code, approval of the West Jordan Fire Department is necessary for issuance of building permits.

C. Transportation, Culinary Water, Sanitary Sewer and Stormwater Master Plans.

1. **Master Planned Improvements Required.** Without limiting the foregoing, the Developer and Remainder Parcel Owner shall be required to construct all master planned streets, culinary water, sanitary sewer and stormwater improvements running along or through the 18.138-acre Project (the "**Master Planned Improvements**"). The Project shall be constructed as a single phase, with the Remainder Parcel remaining undevelopable until a subdivision or other development application is finally approved for development of the Remainder Parcel. Any proposed phasing of the Project shall require amendment of this Agreement.

2. **Deferred Master Planned Improvements.** The Parties agree that design, improvement, dedication and financial guarantee of the following shall be deferred as set forth in this Agreement: (a) 8600 South Street from approximately U-111 to the west side of lot 314 of the Bridgeport Subdivision ; (b) the intersection of 8600 South Street and U-111; (c) the southern half of 8600 South Street from approximately the west side of lot 314 to the east boundary of the Bridgeport Subdivision, inclusive of road base, asphalt, curb, gutter, sidewalk and landscaping; (d) the sanitary sewer line located within 8600 South Street from U-111 to the east boundary of the Bridgeport Subdivision.

3. **Potential Reimbursement for Improvements.** To the extent that any of the Master Planned Improvements are eligible for reimbursement pursuant to this Agreement, the reimbursement provisions of this Agreement shall apply to the phase or parcel with which the eligible improvements are constructed.

2.1.3. **City Council and Planning Commission Conditions.**

A. Developer shall comply with the following conditions:

1. Public Safety, Fire, Building and Safety, and Engineering approval shall be

required prior to recording a final plat for the Project.

2. An approved, unrecorded preliminary subdivision plat shall remain valid for one (1) year. One 6-month extension may be granted by the zoning administrator if, upon written request by the owner/developer, the zoning administrator finds that the extension will not adversely affect the public health, safety or welfare of the City.

3. This Agreement shall be fully executed prior to the recording of the Final Plat. The Development Agreement shall only be executed by the City after receiving City Council approval and after approval to legal form by the West Jordan City Attorney.

4. Prior to final subdivision plat approval, Developer shall provide written approval from UDOT permitting the connection of an emergency access from U-111 to 8600 South.

5. The streetscape wall around the perimeter of the residential lots backing 8600 South and the Remainder Parcel shall either meet the standard masonry wall requirements as stated in section 13-14-3G of the 2009 City Code, or as an alternative, be constructed with RhinoRock concrete walls. A precast concrete cap shall be placed on every masonry pillar regardless of wall type chosen.

6. The streetscape wall along the perimeter of the residential lots backing U-111 shall meet the standard masonry wall requirements as stated in section 13-14-3G of the 2009 City Code. This required wall shall visually match the wall required in the immediately preceding subsection 5.

7. Redlines shall be addressed prior to final subdivision plat approval, including but not limited to: the update to the general description of the plat to reflect that this is a 57 lot subdivision, with one remainder parcel; and the update to the setback and easement exhibits to accurately reflect the setbacks for the R-1-8C or R-1-6C zoning district, as applicable.

8. Developer and Remainder Parcel Owner shall comply with the 2009 City Code.

9. No development of the Remainder Parcel shall be permitted prior to conversion of the Remainder Parcel into a recorded subdivided lot. The Remainder Parcel shall be converted into a recorded subdivided lot prior to issuance of any final site plan approval or building permit for development of the Remainder Parcel.

10. The streetscape wall located along U-111 shall be placed within 1 to 2 feet east of the U-111 right-of-way line. If required to accommodate footings, the wall may be placed more than 1 to 2 feet from the right-of-way line but shall be no further than the minimum distance necessary to accommodate such footings.

B. The following shall be required:

1. Any revision of the preliminary plat layout shall require an amendment to this Agreement.

2. All lots shall be at least 8,000 square feet in size.

3. All single family houses shall be equal to or larger than a C-size, which means 2,400 square feet or larger for single or two story homes.

4. The maximum number of residential units shall be 57.

2.1.4. **Construction Standards.** Notwithstanding any other provisions of this Agreement, all Public Improvements (e.g. all improvements to be dedicated to or constructed upon property owned by the City) shall be constructed in compliance with the approved Development Documents, the Discovery Agreement, and all applicable federal, state and local laws and regulations; and the City of West Jordan public improvement standards, specifications, and plans as adopted at the time of design.

2.1.5. **Site Conditions.** Developer and Remainder Parcel Owner warrant that they are familiar with all conditions at the Project site related to the construction of the Public Improvements.

## 2.2 Deferred Improvements.

2.2.1 **Remainder Parcel Owner Obligations.** In conjunction with development of the Remainder Parcel and in addition to other required elements of such development, Remainder Parcel Owner shall design, improve, dedicate and provide a financial guarantee for the following deferred improvements: (a) 8600 South Street from approximately U-111 to the west side of lot 314 of the Bridgeport Subdivision; and (b) the full and complete intersection of 8600 South Street and U-111, inclusive of appropriate turning lanes, acceleration or deceleration lanes and appropriate traffic control devices. City and Remainder Parcel Owner understand and agree that design, improvement, dedication and financial guarantee of the deferred improvements shall be in addition to other conditions of development. The Parties further understand and agree that said design, improvement, dedication and financial guarantee shall be imposed as lawful conditions of development of the Remainder Parcel, regardless of the type of development approval and regardless of any other conditions or requirements of the development. It is expressly intended by the Parties that the release and waiver provisions of Section 6.13 of this Agreement (entitled "Effect of Agreement; Release of Claims") shall apply to



any potential claims related to the City's imposition of the deferred improvement design, improvement, dedication and financial guarantee conditions on development of the Remainder Parcel.

#### **2.2.2 Extension of Roads, Infrastructure and Utilities.**

- A. The Discovery Agreement Public Improvements required a logical extension of roads, infrastructure and utilities for the development of certain real property, some of which is within the proposed Bridgeport Subdivision and therefore subject to this Agreement, and other of which is not subject to this Agreement. Pursuant to the General Terms and conditions found in section 10 of the Discovery Agreement, the requirements for "dedication and conveyance of property for the Drainage Channel, roads, utilities, or other public improvements as required by other applicable ordinances and regulations of the City" did not expire under the Development Agreement. To the extent that requirements of dedication and conveyance are not completed by Developer, they remain to be incorporated in the development of the Remainder Parcel and other property subject to the Discovery Agreement Public Improvements.
- B. As only the northern half of 8600 South Street is being dedicated at this time, dedication of the southern half of 8600 South Street is deferred along with certain roads, infrastructure and utilities to be located within the southern half of 8600 South Street. The following deferred improvements are anticipated to be constructed with the required property dedication as a condition of development of the property to the south: (a) the southern half of 8600 South Street from approximately the west side of lot 314 to the east boundary of the Bridgeport Subdivision, inclusive of road base, asphalt, curb, gutter, sidewalk and landscaping; and (b) the sanitary sewer line located within 8600 South Street from U-111 to the east boundary of the Bridgeport Subdivision.

#### **2.3 Developer Construction Obligations.**

- 2.3.1 **Completion within Two Years.** Except as deferred by this Agreement, construction of the Public Improvements contemplated in the Development Documents and Discovery Agreement shall be completed within two years from the date of plat recordation. If Developer fails to complete construction of all Public Improvements within the time period set forth herein for completion, the City shall notify Developer that Developer shall have 30 days to complete such. If Developer fails to complete the Public Improvements within the allotted time, the City, in its discretion, may complete the construction of such Public Improvements. The City may recover the full cost and expense, including administrative costs for contract preparation, contract administration and

construction management, of such completion from Developer's Improvement Guarantee (defined hereafter) or, if not recovered therefrom, from Developer.

**2.3.2. Construction Process.**

A. Schedule. Upon a good faith determination by the City that Public Improvements may not be completed in the time set forth in this Agreement, the City may request, in writing, a schedule from Developer showing the complete sequence of construction of the Public Improvements together with appropriate milestones. Within ten (10) business days after receiving such written request, Developer shall provide a written schedule to City. Thereafter, Developer shall report to the City, as requested, on the compliance of the work with the schedule. Developer shall take reasonable steps to correct any delays in compliance with the schedule.

B. Shop Drawings. If any shop drawings are required for the construction of the Public Improvements, Developer shall submit such drawings to the City for review and acceptance prior to the performance of the work illustrated or described in such shop drawings.

C. Changes Prohibited without Consent. Following City approval of the Development Documents, Developer shall not make any changes to the Development Documents without the prior written consent of the City.

D. Studies and Testing. Developer shall pay for and complete all soils and materials, and traffic testing required by the 2009 City Code, and the City's public improvement standards, specifications, and plans. 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 hours after they are issued by the testing agency. The City Engineer may request that the test reports be certified by the testing agency.

E. Inspection and Punch List. When Developer believes the Public Improvements are completed and requests an inspection, in writing, the City shall make an inspection within 15 days after receiving the written request, or as soon as practicable after that 15-day period if inspection of the subdivision improvements is impeded by winter weather conditions. The City shall list, comprehensively and specifically, the items which are found to be incomplete or unsatisfactory and need to be corrected. The City's failure to object to the completion of any item of work does not relieve Developer of its duty to comply with all applicable substantive ordinances and regulations.

**2.3.3. Completion Extension.**

A. Notification to City. If for any reason Developer determines that the Public Improvements will not be completed within the two-year period required under this Agreement, Developer shall promptly notify the City of the delay, the reasons therefore, and the anticipated completion date.

B. Extension Request. Developer may request that the City extend the completion time. Developer shall submit a new construction schedule showing the anticipated completion date.

C. City's Grant of Extension. The City, by and through its City Council in its sole discretion, may grant or deny Developer's request for an extension. If the extension is denied, the City may, at its sole discretion, pursue any remedy available at law or by the terms of this Agreement based on Developer's failure to complete the Public Improvements within the two-year period. If the extension is granted, all of the terms of this Agreement shall remain in full force and effect except as modified by the new completion date. The extension may be memorialized by written amendment to this Agreement, executed by the Parties.

D. Remedies Non-Exclusive. The City's extension of the completion date under this Article shall not preclude the City from exercising any rights or remedies available to the City pursuant to this Agreement.

**2.3.4. Defective Materials.** If any materials used in the construction of streets and other public improvements do not comply with the Development Documents, the City Engineer may require Developer to remove the defective materials and replace them with materials approved by the City Engineer.

**2.3.5. File Record Documents.** Developer shall file with the City Engineer "Record Documents" conforming to City requirements.

**2.3.6. Acceptance and Title.**

A. City Acceptance. When the City is satisfied that the Public Improvements have been completed as required, and the City has verified at the end of the 12-month warranty period that all final repairs have been made, a letter shall be prepared and signed by the City Manager indicating acceptance of the Public Improvements. Public Improvements located on City property (including easements owned by the City or on property dedicated to the City) shall thereupon become the property of the City. Improvements located on property not owned by the City shall not become the City's property. Developer shall promptly execute

and deliver to the City any documents reasonably required by the City establishing the City's ownership of the Public Improvements on the City's property.

B. Developer's Continuing Obligation. Developer's obligation to perform and complete all Public Improvements in accordance with the approved Development Documents; applicable federal, state and local laws and regulations; and the City of West Jordan public improvement standards, specifications, and plans is absolute and continuing. None of the following constitute an acceptance of any or all of the Public Improvements that are incomplete or noncompliant, and none of the following shall release Developer from its obligation to complete the Public Improvements in accordance with such requirements:

1. Observations by the City Engineer;
2. Use or occupancy of any Public Improvements or any part thereof by the City or the public;
3. Any review of a shop drawing or sample submittal or the issuance of a notice of acceptability by the City Engineer;
4. Any inspection, test, or approval by someone other than the City; or
5. Any correction of defective work by the City.

C. Acceptance is Not a Waiver of the City's Rights. The City's failure to identify incomplete or defective work which is latent or invisible to inspection prior to the commencement of the warranty period shall not relieve Developer of the warranty and guarantee provisions of this Agreement. Even if the City formally accepts a public improvement, if a latent defect or an invisible deviation from the approved engineering drawings, the 2009 City Code or the City of West Jordan public improvement standards, specifications and plans is later discovered, the Developer is liable for all damages ensuing from that latent defect or invisible deviation.

D. City Responsibility. From and after the City's acceptance of the Improvements on City property, the City shall have the complete and sole jurisdiction over the operation and maintenance of such Improvements, including without limitation, sole discretion to: 1) discontinue operation and maintenance of the Improvements at any time; 2) convey or assign any or all City interests in the Improvements to any person at any time; and 3) convey or assign to any person any or all operation and maintenance responsibilities for the Improvements. Nothing in this Development Agreement shall create a duty for the City to ensure

or guarantee operation of Improvements or construct any appurtenance necessary for operation.

2.3.7. **Completion.** Upon completion of all public improvements, the Developer shall request an inspection. The public improvements shall not be deemed complete until the City Engineer has verified that they are installed in accordance with the Development Documents and the City's public improvement standards, specifications, and plans and has provided written documentation reducing the Improvement Guarantee, as defined herein, to 10% of its initial amount.

2.3.8. **Public Improvement Warranty.**

A. Basic Warranty. Developer warrants and guarantees to the City that all the public improvements, including materials and workmanship, will not be defective and will be in accordance with the Development Documents, the 2009 City Code and the City of West Jordan public improvement standards, specifications, and plans.

B. Additional Warranty for Nonpublic Improvements and Common Areas of Ownership. As provided in the Development Documents and the Improvement Guarantee, Developer is expected to shoulder the same responsibility with respect to construction and completion of nonpublic improvements or common areas of private ownership as with public improvements, except that nonpublic improvements shall not be subject to the warranty set forth herein below.

C. Twelve-Month Warranty Period for Public Improvements. If, within twelve months after the completion of the Public Improvements, as evidenced by written approval of the City Manager, or such longer period of time as may be prescribed by West Jordan City Code Section 8-3C-7, or successor provision, any portion of the Public Improvements is found to be defective, Developer shall promptly, without cost to the City and in accordance with City's written instruction, correct such defective work or replace it with non-defective work.

If, during the twelve-month warranty period, emergency repairs to any of the Public Improvements become necessary (including but not limited to any repairs which, in the opinion of the City, jeopardize public safety or convenience), Developer shall complete the repairs at no cost to the City. If the City completes the repairs due to urgency or failure of the Developer to timely complete such repairs, Developer shall reimburse City within five working days of receiving the notice of amount due.

During the twelve-month warranty period, the City will provide street sweeping and snow plowing. All other maintenance shall be the responsibility of the Developer.

These provisions are intended to provide a remedy to the City in addition to the basic warranty set forth above enforceable against the Developer and its principals.

D. Warranty for Public Landscaping Improvements. If, within the warranty period prescribed by West Jordan City Code Section 8-3C-7, or successor provision twenty four (24), any portion of the public landscaping improvements is found to be defective, Developer shall promptly, without cost to the City and in accordance with City's written instruction, correct such defective work or replace it with non-defective work. During the warranty period, Developer shall maintain the landscaping improvements to ensure that said landscaping improvements become established and continue to comply with the City's public improvement standards, specifications, and plans in effect on the effective date of this Agreement.

E. Developer's Failure to Correct. If Developer fails to correct defective work, or in an emergency where notice and delay would cause serious risk of loss or damage, the City may have the defective work corrected or the defective work removed and replaced. Developer shall be liable for and pay for all direct, indirect and consequential costs of such correction or removal and replacement by the City including, but not limited to, fees and charges of engineers, architects, and other professionals.

F. Normal Wear and Tear. Developer's warranty and guarantee hereunder excludes defects or damage caused by normal wear and tear under normal usage.

#### 2.3.9. Improvement Guarantee.

A. Types of Security Devices. Prior to the City executing this Agreement, unless expressly waived in writing by the City, Developer shall file with the City Engineer an Improvement Guarantee in accordance with the 2009 City Code. With the consent of the City Attorney, Developer may, during the term of this Agreement, replace an Improvement Guarantee, originally filed, with any other type of Improvement Guarantee.

B. Form of Improvement Guarantee. Developer shall submit an escrow agreement, which shall be in substantially the form attached as **Exhibit D**.

C. No Third Party Beneficiaries to Improvement Guarantee. Neither this nor any other provision requiring an Improvement Guarantee shall be construed to create any rights in any third party claimant as against the City for construction of the Public Improvements. The payment of contractors and subcontractors is the sole responsibility of Developer.

**2.3.10. Improvement Guarantee Releases for Public Improvements Not Including Landscaping.**

A. Interim Reductions. After completing a system or systems, the Developer may submit a written request for reduction of the Improvement Guarantee. Written reduction requests may be made only once every thirty (30) calendar days in accordance with the 2009 City Code. The amount of the reduction shall be determined by the City Engineer and shall not exceed seventy five percent (75%) of the amount set forth in the estimated cost of Public Improvements for the system category in which reduction is sought. The total Improvement Guarantee proceeds shall not be reduced below twenty five percent (25%) of the initial face amount, plus the estimated cost of a one inch (1") thick asphalt concrete overlay for public streets. 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 and the 2009 City Code. Completion of Public Improvements, even if verified by the City, shall not entitle Developer to an automatic release of any part of the Improvement Guarantee. Interim reductions not to exceed 75% of the initial amount shall be evidenced by the written authorization of the City Engineer.

In the case of a cash bond held by the City, the City Engineer may advise the City Treasurer to release partial sums. In the case of an escrow held by someone other than the City, a letter of credit, or a surety bond, the Developer shall receive written notice from the City Engineer regarding releases of partial sums. Copies of all partial releases from the City Engineer shall be sent to the City Clerk's Office for inclusion with and attachment to the Improvement Guarantee. All sums, if any, held by the City in the form of cash shall be returned to Developer without interest, the interest on such money constituting reimbursement to the City for costs of supervision of the account.

B. Retainage for Public Improvements. Developer expressly agrees that, notwithstanding any partial release requested by Developer and granted by the City, the maximum amount to be released upon satisfactory completion of the Public improvements shall be 90% of the amount of the original Improvement Guarantee. The remaining 10% (herein the "Retainage"), shall not be released for twelve months following reduction to the 10% level as evidenced by written approval of the City Manager. The Retainage shall be held to insure that the covered improvements do not have any latent defects in materials or workmanship

as determined by City, and that the covered improvements continue to meet City standards throughout the warranty period as set forth in this Agreement. Notwithstanding said Retainage, Developer shall be responsible for any substandard, defective, or damaged Public Improvements. At the request of Developer, the Retainage or any part thereof may be replaced with an Improvement Guarantee of a type and form permitted by the 2009 City Code and approved by City. Developer shall be responsible for any substandard or defective covered improvements if the amount is inadequate to cover any such improvements.

Reduction to the 10% level shall not occur unless and until the following have occurred: verification by the City Engineer that all covered improvements have been satisfactorily completed; the receipt by the City of any lien waivers required by the City Engineer; and provided that the City has not received any claims or notices of claim upon the Improvement Guarantee.

C. Final Release. At the end of the twelve month warranty period for the Public Improvements and upon the receipt by the City of any lien waivers required by the City Engineer, and provided that the City has not received any claims or notices of claim upon the Improvement Guarantee, and provided that the Public Improvements remain in good condition and Developer has performed Developer's obligations under this Agreement as verified by the City Engineer, the City Manager shall release the final ten percent (10%) of the Improvement Guarantee, as evidenced by written approval of the City Manager. All sums, if any, held by the City in the form of cash shall be returned to Developer without interest, the interest on such money being reimbursement to the City for the costs of supervision of the account.

#### 2.3.11. **Final Release of Other Improvement Guarantees.**

A. Nonpublic Improvements. Interim reductions and final release of the Improvement Guarantee for nonpublic improvements shall be the same as described in the section "Retainage for Public Improvements" above, except that there shall not be retainage or a twelve month warranty period for nonpublic improvements. The amount of the Improvement Guarantee attributable to nonpublic improvements shall be released after verification by the City Engineer that all covered improvements have been satisfactorily completed; and provided that the City has not received any claims or notices of claim upon the Improvement Guarantee. All sums, if any, held by the City in the form of cash shall be returned to Developer and remainder parcel owner without interest, the interest on such money being reimbursement to the City for the costs of supervision of the account.



B. Landscaping. Developer shall not receive a reduction to the 10% level as set forth in the immediately preceding section entitled "Improvement Guarantee Releases for Public Improvements not Including Landscaping," until such time as the City Engineer verifies that all landscaping improvements have been installed in accordance with the Development Documents and the City's public improvement standards, specifications, and plans. The ten percent (10%) retainage for public landscaping improvements shall be held for the warranty period prescribed by West Jordan City Code Section 8-3C-7, or successor provision, and Developer shall not receive final release of the Improvement Guarantee at the expiration of the twenty four (24) month period until all dead vegetation is replaced through replanting, provided that the erosion control and/or slope stabilization remains acceptable to the City. All sums, if any, held by the City in the form of cash shall be returned to Developer without interest, the interest on such money being reimbursement to the City for the costs of supervision of the account.

**2.3.12. Indemnification and Risk.**

A. Developer to Indemnify the City. Developer shall, at all times, protect, indemnify, save harmless and defend the 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 Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement.

B. Builder's Risk of Loss. Developer assumes the risk of loss for any damage or loss to the covered improvements by any means or occurrence until acceptance of the covered improvements as evidenced by written approval of the City Manager.

**2.3.13. Insurance.**

A. In General. All policies of insurance provided shall be issued by insurance companies qualified to do business in the State of Utah and approved by the City. Except in the case of workers' compensation insurance, the City shall be included as an additional named insured in all insurance policies. Developer shall cause copies of certificates of insurance to be furnished to the City concurrently with or prior to the signing of this Agreement. The certificates shall name the City as the certificate holder and as an additional named insured (except in the case of workers' compensation insurance). If requested, Developer shall also cause copies of the insurance policies required by this Agreement to be provided to the City.

B. Worker's Compensation Insurance. In addition to other required insurance, Developer shall ensure that Developer's contractors obtain and maintain, during the construction of the covered improvements, worker's compensation insurance as required by laws and regulations for all of contractor's employees employed at the site of the Improvements, and in case any work is subcontracted, Developer shall require the subcontractor similarly to provide worker's compensation insurance for all of the subcontractor's employees, unless such employees are covered by protection as required by laws and regulations. If Developer's employees are ever present at the site of the Improvements, Developer shall obtain and maintain, during the construction of the Improvements, workers compensation insurance as required by laws and regulations for all of Developer's employees employed at the site of the Improvements.

C. Public Liability and Property Damage Liability Insurance.

1. Developer shall secure and maintain, during the term of this Agreement and at all times thereafter when Developer or Developer's contractor(s) may be correcting, removing, or replacing defective work, a commercial general public liability and property damage liability insurance policy. The policy shall protect Developer and the City from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from Developer's operations under this Agreement, whether any such operation be by itself or by any contractor, subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be not less than \$2,000,000 for each occurrence, and \$3,000,000 general aggregate, and \$3,000,000 products/completed operations aggregate.

2. Developer shall cause Developer's contractor(s) to secure and maintain, during the term of this Agreement and at all times thereafter when Developer's contractor(s) may be correcting, removing, or replacing defective work, a commercial general public liability and property damage liability insurance policy. The policy or policies shall protect the contractor(s) and the City from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from Developer's contractor(s) operations in connection with the Improvements, whether any such operation be by itself or by any contractor, subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be not less than \$2,000,000 for each occurrence, and \$3,000,000 general aggregate, and \$3,000,000 products/completed operations aggregate.

D. Automobile Public Liability Insurance: Developer shall cause Developer's contractor(s) to secure and maintain during the term of this Agreement and at all times thereafter when Developer's contractor(s) may be correcting, removing, or

replacing defective work, commercial automobile public liability insurance with limits not less than \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles.

- 2.4 Provision of Certain Utility Services.** The City agrees that it shall make available (subject to extension of the City's system by Developer and Remainder Parcel Owner, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer and storm water, as well as garbage collection on public streets for residential properties and related services provided by the City to its citizens generally. Culinary water, sanitary sewer and storm water utility services will be provided through delivery and retention systems, respectively, constructed by the Developer and Remainder Parcel Owner as depicted in the Development Documents. To the extent the delivery systems are properly and timely constructed by Developer and Remainder Parcel Owner, such services shall be provided as reflected in the Development Documents.
- 2.5 Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development, whether by the Developer, Remainder Parcel Owner or a successor in interest, will be consistent with this Agreement and the finally approved Development Documents.

#### ARTICLE III IMPACT FEES

- 3.1 Impact Fees; Costs of Application Processing.** Subject to any credits and impact-based adjustments expressly described below, the Developer and Remainder Parcel Owner will be assessed and required to pay impact fees calculated by the City in accordance with the Utah Impact Fees Act. In addition, Developer and Remainder Parcel Owner will be responsible for paying all City fees and charges appropriately assessed for projects of the type presented by Developer and Remainder Parcel Owner, including payment of hourly charges for all internal expert reviews and involvement. Because impact fees are assessed at the time of development, impact fees may be assessed in each phase of the Project.

#### ARTICLE IV DEFAULT AND COSTS

- 4.1 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:

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

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

4.2 **Insolvency.** Insolvency, bankruptcy or any voluntary or involuntary assignment by any party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such party under this Article IV.

4.3 **Court Costs and Attorneys Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

#### ARTICLE V ASSIGNMENT AND RECORDATION

5.1 **Assignment and Transfer of Development.** The Developer or Remainder Parcel Owner shall not assign its obligations under this Agreement or any rights or interests herein, and except as provided below shall not convey the Project or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee: (a) shall have the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken pursuant to this Agreement and any then applicable Development Documents; and (b) by instrument in writing, shall have expressly assumed all of the obligations of the Developer or Remainder Parcel Owner under this Agreement and any then applicable additional agreements, and has agreed to be subject to all of the conditions and restrictions arising under this Agreement or any Development Documents.

If only a portion of the Project is assigned and/or conveyed under this section 5.1, a reasonable allocation of the Developer and Remainder Parcel Owner's duties appurtenant to that portion will be made.

Developer and Remainder Parcel Owner agree that any Developer and Remainder Parcel Owner responsibility for constructing Master Planned Improvements and other Public Improvements in connection with the Project as originally presented and approved, and as agreed to herein, cannot be avoided by assigning portions of the Project to one or more third parties and then claiming that Developer's, Remainder Parcel Owner's or Successor's building of the required Public Improvements is not justified by the impact of the remainder, or portion, of the Project.

5.1.1 **Financing.** The provisions of this Section 5.1 shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer and Remainder Parcel Owner complying with applicable law and the requirements of this Agreement.

5.1.3 **Change in Ownership.** In the event of a transfer of any portion of the Project and upon assumption by the transferee of the Developer's or Remainder Parcel Owner's obligations under this Agreement and the Development Documents, the respective transferee shall have the same rights and obligations as the Developer or Remainder Parcel Owner under this Agreement and the Development Documents, and the Developer or Remainder Parcel Owner shall be released from any further obligations with respect to that portion of the Project, provided that any successor shall first execute and deliver such agreements and instruments as the City may require to bind the successor under the terms of this Agreement and any related and subsequent agreements between the parties; and provided further that the provisions of this Agreement with respect to Master Planned Improvements and other Public Improvements shall continue as an obligation of Developer and Remainder Parcel Owner unless expressly waived in writing by the City.

5.2 **Recordation.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Developer. 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 the City and shall run with the land.

#### ARTICLE VI GENERAL MATTERS

6.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.

6.2 **Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto. 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.

- 6.3 **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.
- 6.4 **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.
- 6.5 **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.
- 6.6 **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.
- 6.7 **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 therefore; 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.
- 6.8 **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:

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

Developer:         Ivory Development, LLC  
                          c/o Chris Gamvroulas

978 Woodoak Lane  
Salt Lake City, Utah 84117

With a copy to: Benson L. Hathaway, Jr.  
Kirton McConkie  
50 East South Temple  
Salt Lake City, Utah 84111

Remainder Parcel Owner: H Too O Investments, LLC

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

SSTCC Limited Company,

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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.

- 6.9 **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the 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 the additional agreements between the Developer or Remainder Parcel Owner and the City, as contemplated and referred to elsewhere in this Agreement, are intended to and shall govern the development. It is expressly acknowledged by the Parties that additional agreements may be entered into by or among the Parties and all such shall be included as Development Documents.
- 6.10 **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.
- 6.11 **Termination.** This Agreement shall terminate upon mutual written agreement of the parties hereto or failure of the Conditions Precedent to occur on or before on or before two years from the effective date of this Agreement.

- 6.12 **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.
- 6.13 **Effect of Agreement; Release of Claims.** This Agreement shall not affect the dedication terms and conditions of the Discovery Agreement to the Property or any adjacent properties or parcels. Nothing in this Agreement shall be construed to relieve Developer and Remainder Parcel Owner of any obligations imposed on Developer and Remainder Parcel Owner 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 Developer and Remainder Parcel Owner of any and all claims Developer and Remainder Parcel Owner has or may claim to have with respect to the City's application of the 2009 City Code to the Project or the imposition of any requirement expressly set forth in this Agreement or the Development Documents. Moreover, Developer and Remainder Parcel Owner hereby release and waive any and all claims Developer and Remainder Parcel Owner may have against the 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.

## **ARTICLE VII REIMBURSEMENT FOR PUBLIC IMPROVEMENTS**

- 7.1 **Additional Recitals.** The Parties hereby agree to include the following recitals in this Agreement:
- 7.1.1 As a condition of development approval, Developer is required to and proposes to construct and install certain "Eligible Public Improvements" as defined in section 8-3B-2 of the 2009 City Code.
- 7.1.3. The Parties agree that the Eligible Public Improvements are: lawfully required as a condition of development approval; reasonably anticipated to serve future development; located off-site or will create additional or excess capacity beyond the proportionate share attributable to Developer to reasonably service the proposed development at the City's adopted level of service standards.
- 7.1.4. The City has adopted a policy, as set forth in section 8-3B-1 of the 2009 City Code, that the proportionate share of the cost for public improvements should be allocated to all the properties creating the need for or benefiting from the public improvements.
- 7.1.5. Some of the Eligible Public Improvements are System Improvements, as defined in section 8-3B-2 of the 2009 City Code, for which the Developer may receive



partial reimbursement from Impact Fees collected by the City.

- 7.1.8. City and Developer desire to identify those Eligible Public Improvements that are System Improvements and to clarify the portion of such System Improvements for which reimbursement may be made available through Impact Fees. The City intends to add the pressure reducing valve improvements to the City's capital facilities plan, so that reimbursement may be made available through Impact Fees.
- 7.1.9 Improvements that are deferred pursuant to the terms of this Agreement will not be subject to any reimbursement unless and until addressed by separate agreement, subject to the City's ordinances, regulations, and policies in place at the time of future development that includes such deferred improvements.

**7.2 Developer's Obligations.**

- 7.2.1 Developer shall, at its own expense and in accordance with the requirements of this Agreement, the Development Documents, the 2009 City Code, Federal and State laws and regulations, and all other conditions of development approval, construct and install or cause to be constructed and installed the Eligible Public Improvements identified in the attached **Exhibit E** as "Eligible Public Improvements".
- 7.2.2 Developer shall, at its own expense, acquire necessary real property interests for the construction and installation of the Eligible Public Improvements and shall dedicate the acquired real property interests and Eligible Public Improvements to City, in a form approved and acceptable to the City Attorney.
- 7.2.3 Developer understands and agrees that Eligible Public Improvements will not be reimbursable unless they are approved by City in advance of development in accordance with City's ordinances, rules, regulations, and engineering standards and specifications.
- 7.2.4 Developer further understands and agrees that Eligible Public Improvements identified herein are the only improvements for which reimbursement will be made available with respect to the development of the Bridgeport Subdivision, except that a separate agreement may be entered into by City and Remainder Parcel Owner, if and as available per the then current City Code, for public improvements to be installed as a condition of development of the Remainder Parcel.

**7.3 Reimbursement Payments.**

7.4.1 City shall endeavor to add the pressure reducing valve improvements to the City's capital facilities plan, so that reimbursement may be made available through impact fees. Impact fee reimbursements for System Improvements identified in **Exhibit E** shall be paid in accordance with Section 8-3B-4 of the 2009 City Code, attached hereto as **Exhibit F**.

7.4.3 No reimbursement shall be due to Developer until:

A. The applicable Eligible Public Improvements have been fully installed, inspected, and approved by the City, and the real property and Public Improvements have been dedicated to the City by lawful conveyance through plat, warranty deed or other method acceptable to the West Jordan City Attorney;

B. Developer has submitted to the City Engineer the documentation required by this Agreement evidencing actual costs of the Eligible Public Improvements; and

C. Such reimbursement is required by the terms of this Agreement and the 2009 City Code.

**7.5 Reimbursement Amount.**

7.5.1 Maximum Reimbursement.

A. The maximum reimbursement for the Eligible Public Improvements shall be the lesser of: (1) the actual costs of Eligible Public Improvements as evidenced by the documentation submitted in accordance with the terms of this Agreement, or (2) the estimated costs of the Eligible Public Improvements as set forth in the attached **Exhibit E**, or as said sum is amended under the terms of this Agreement.

B. "Actual Costs" means the costs actually incurred or expended to construct or install the Eligible Public Improvements, which costs shall include disbursements to general contractors, engineers, surveyors, construction management and inspection, and land planners. Actual Costs shall not include financing costs or the cost or value of real property.

C. The maximum reimbursement for Eligible Public Improvements, shown in **Exhibit E**, are estimates only and shall, if actual costs are less, be decreased in accordance with actual costs. Estimated costs shall not be increased, except by written amendment to this Agreement, in accordance with the amendment provisions set forth herein. In order for an amendment to be considered by City,

change orders and similar situations and circumstances must have been pre-approved, in writing, by the City.

D. Developer shall provide to the City documentation, acceptable to the City Attorney, demonstrating the actual costs incurred by the Developer for the construction and installation of Eligible Public Improvements. Documentation shall include but not be limited to: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and all other information necessary for the City to determine the actual costs incurred. Developer's failure to submit the required documentation shall result in rejection of the undocumented claimed amount.

7.5.2 Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to Developer by the City or any other person on any amounts due under this Agreement.

**7.6 Ownership of Eligible Public Improvements.** City shall own the Eligible Public Improvements in fee title absolute, together with the lands and rights-of-way dedicated to the City. Ownership shall be with the City upon: (i) completion of construction of the Eligible Public Improvements by Developer; (ii) completion of applicable warranty periods; and (iii) inspection, approval and written acceptance by the City.

**7.7 Termination of Reimbursement Payments.** No reimbursement shall be due or payable after the cumulative reimbursement amount reaches the maximum reimbursement. Impact fees shall be used only for reimbursement of Eligible System Improvements and no other purpose.

**[Signatures on following pages]**





H TOO O INVESTMENTS, LLC,  
a Utah limited liability company

By: [Signature]  
Print Name: Garry W. Mickelsen  
Title: MANAGER

**ACKNOWLEDGEMENT**



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

On this 30 day of Aug, 2012, before the undersigned notary public in and for the said state, personally appeared Garry Mickelsen, known or identified to me to be the Manager of H TOO O, 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.

[Signature]  
Notary Public for Utah  
Residing at: Midvale UT  
My Commission Expires: 1-25-15



**EXHIBIT A**  
**Description of Property**  
**(Pictoral and Legal)**







RELEASED FOR CONSTRUCTION

City of West Jordan  
Engineering Department

These drawings are hereby released for construction to the Developer, his Contractor and Subcontractors. This release shall not be construed as releasing the Developer, his Engineer, or Contractors from their responsibility for properly investigating, designing and constructing these facilities in accordance with applicable industry standards for design, construction, and/or methods. All construction shall comply with these drawings, as amended. Any design revisions, shall be submitted to the City Engineer in writing, to be reviewed and released as amended drawings. A preconstruction meeting must be held with the Developer, Contractor, and the City staff prior to beginning construction. As-built drawings shall be submitted to the Engineering Department no more than 30-days after completion of the project.

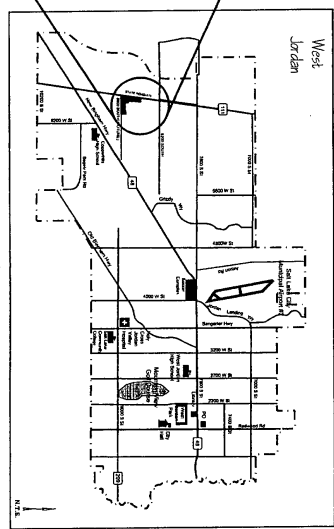
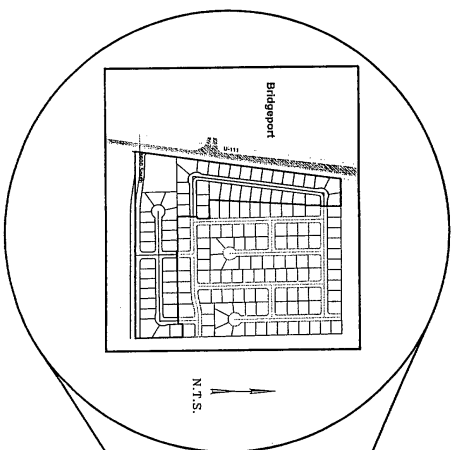
Review Engineer: T. J. Stuenkel Date: 7/17/12  
Review Planner: [Signature] Date: 7/17/12  
Engineering Inspector: \_\_\_\_\_ Date: \_\_\_\_\_  
Engineering Inspection Telephone: (801) 569-5051

# Bridgeport

## Final Construction Drawings

LOCATED IN SECTION 34, TOWNSHIP 2 SOUTH,  
RANGE 2 WEST, SALT LAKE BASE & MERIDIAN  
WEST JORDAN, UTAH

RECEIVED BY  
JUL 5 2012  
O.D.A.



OWNED/DEVELOPED BY:  
Ward Engineering Group  
978 East Woodstock Lane  
5411 Lake City, Utah 84117  
801-201-7494

PLANS PREPARED BY:  
Ward Engineering Group  
1700 South Redwood Road  
5411 Lake City, Utah 84115  
801-487-8040

MINICIPALITY:  
West Jordan City  
8000 South Redwood Road  
West Jordan City, Utah 84088  
801-569-5070

Sheet Index	
CV1	Cover Sheet
NT1	General Notes and Specifications
NT2	General Notes and Specifications
PL1	Final Plat
PL2	Final Plat
PL3	Final Plat
UT1	Overall Utility Plan
UT2	Overall Utility Plan
GP1	Overall Grading Plan
GP2	Overall Grading Plan
DP1	Overall Drainage Plan
PP1	Plan and Profile
PP2	Plan and Profile
PP3	Plan and Profile
PP4	Plan and Profile
PP5	Plan and Profile
PP6	Plan and Profile
PP7	Plan and Profile
PP8	Plan and Profile
PP9	Plan and Profile
SS1	Signage and Striping Plan
EC1	Erosion Control Plan
DT1	Detail Sheet
LA1	Landscape and Irrigation Notes
LA2	Landscape Plan
IR1	Irrigation Plan
IR2	Landscape and Irrigation Details
PP7	Plan and Profile (Future)
PP8	Plan and Profile (Future)

	REVISIONS <table border="1"> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>																	DRAWN BY: <u>AJS</u> DESIGN BY: <u>AJS</u> CHECKED BY: <u>BHT</u> DATE: <u>08/29/12</u>	CLIENT: <u>LAND SOLUTIONS, LC</u> DWG: <u>Cover Sheet</u> JOB NO: <u>LIB006</u> <small>REVISIONS SHALL BE MADE IN WRITING AND APPROVED BY THE ENGINEER</small>	231 West 800 South Salt Lake City, Utah 84101 <b>Ward Engineering Group</b> Planning Engineering Surveying PH: 801.487.8040 FX: 801.487.8888	<b>Bridgeport</b> <b>U-111 and 8600 South,</b> <b>West Jordan City, UT</b> <b>COVER SHEET</b>
	CV1	CV1	CV1	CV1	CV1																

**EXHIBIT B**  
[Intentionally Left Blank]

**EXHIBIT C**  
**Description of Public Improvements**

Developer and Remainder Parcel Owner shall be required to construct all master planned streets, culinary water, sanitary sewer and stormwater improvements running along or through the Project.

Without limiting the foregoing, Developer shall be required to construct all improvements in the attached released for construction drawings, except deferred master planned improvements as specifically described in this Development Agreement, Article II, Section 2.1.2, C. 2.

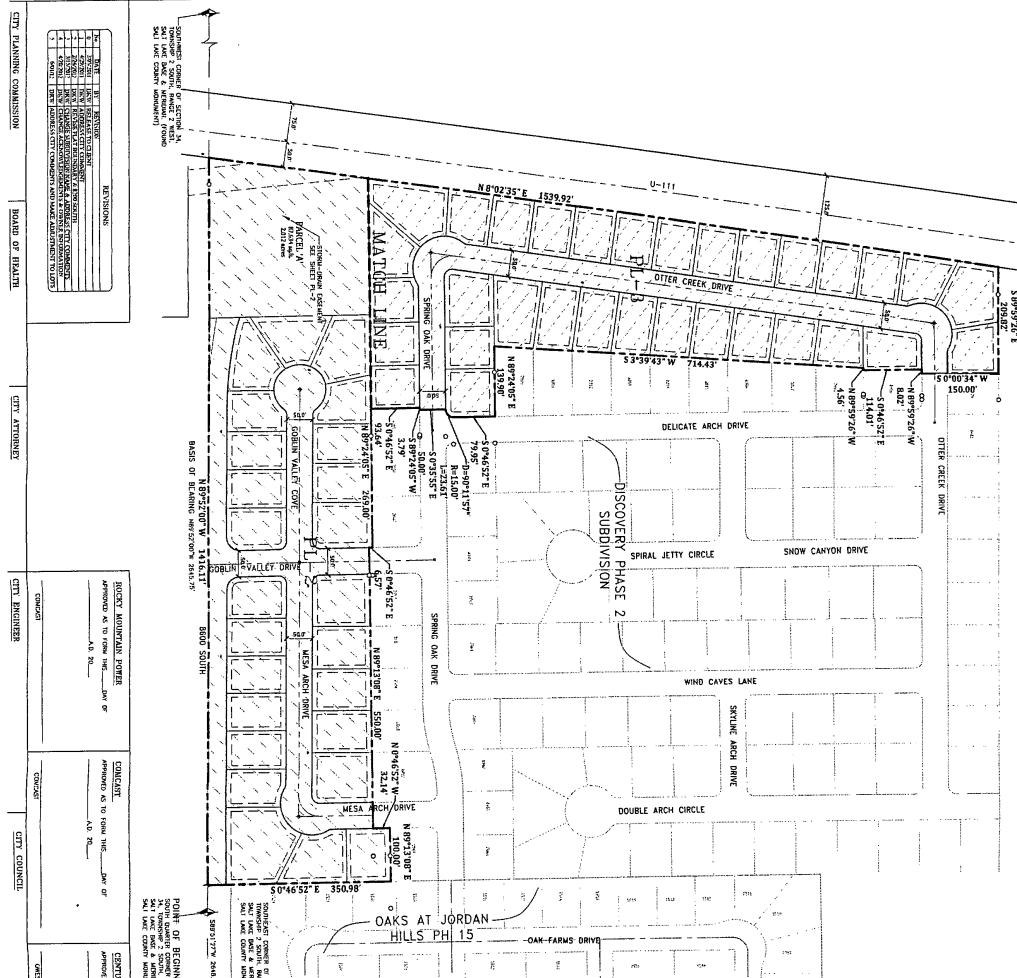
Without limiting the foregoing, Remainder Parcel Owner shall be required to construct: (a) 8600 South Street from approximately U-111 to the west side of Lot 314 of the Bridgeport Subdivision; and (b) the full and complete intersection of 8600 South Street and U-111, inclusive of appropriate turning lanes, acceleration or deceleration lanes, appropriate traffic control devices and other UDOT requirements.





**BRIDGEFORD SUBDIVISION  
A SUBDIVISION OF LOT 1, WEST JORDAN MIDDLE SCHOOL NO. 2 SUBDIVISION**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 10 WEST, SALT LAKE COUNTY, UTAH  
AND ADJACENT TO THE EAST LINE OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 10 WEST, SALT LAKE COUNTY, UTAH



**CITY PLANNING COMMISSION**

DATE	BY	REMARKS

**BOARD OF HEALTH**

DATE	BY	REMARKS

**CITY ATTORNEY**

DATE	BY	REMARKS

**CITY ENGINEER**

DATE	BY	REMARKS

**CITY COUNCIL**

DATE	BY	REMARKS

**ROBERT MONTGOMERY FORBES**

DATE	BY	REMARKS

**CONTRACT**

DATE	BY	REMARKS

**ESTABLISHMENT**

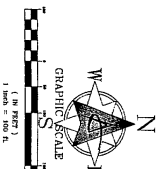
DATE	BY	REMARKS

**QUESTIONS**

DATE	BY	REMARKS

**SALT LAKE COUNTY REGISTER**

DATE	BY	REMARKS



**LEGEND**

- Solid line: Section corner from Salt Lake County records
- Dashed line: Boundary line
- Dotted line: Section line
- Long dashed line: Easement
- Short dashed line: Easement
- Thin solid line: Easement
- Thin solid line: Easement
- Thin solid line: Easement

**PARCEL "A" LEGAL DESCRIPTION:**  
A TRACT OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 10 WEST, SALT LAKE COUNTY, UTAH, BEING A PORTION OF LOT 1, WEST JORDAN MIDDLE SCHOOL NO. 2 SUBDIVISION, AS SHOWN ON THE PLAT OF SAID LOT 1, WEST JORDAN MIDDLE SCHOOL NO. 2 SUBDIVISION, RECORDED IN BOOK 2088 OF PAGES 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**LIMITED LIABILITY ACKNOWLEDGEMENT:**  
I, \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_, do hereby acknowledge that I am the owner of the above described land and that I have executed the foregoing instrument for the purposes and consideration therein expressed.

**GENERAL NOTES:**  
1. THE BOUNDARIES OF THIS SUBDIVISION ARE SHOWN AS BEING THE BOUNDARIES OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 10 WEST, SALT LAKE COUNTY, UTAH, AS SHOWN ON THE PLAT OF SAID QUARTER, RECORDED IN BOOK 2088 OF PAGES 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

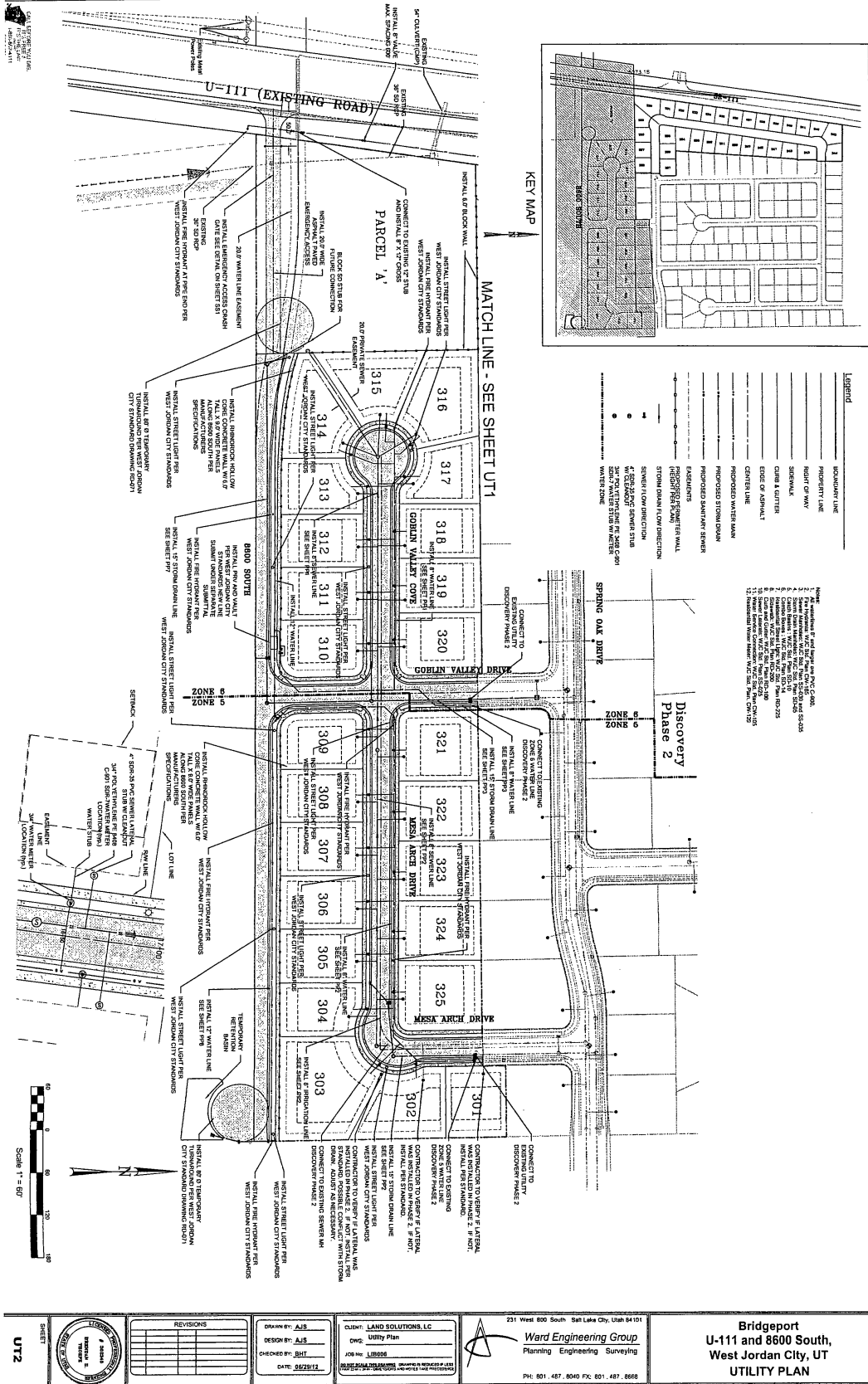
**SUBDIVISION CERTIFICATE:**  
I, \_\_\_\_\_, a duly licensed Professional Land Surveyor in the State of Utah, do hereby certify that the above described land is a subdivision of Lot 1, West Jordan Middle School No. 2 Subdivision, as shown on the plat of said subdivision, recorded in Book 2088 of Pages 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 2











NO.	DATE	DESCRIPTION

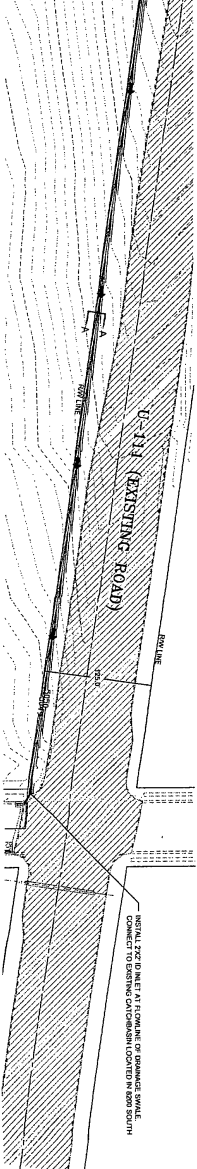
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 CHECKED BY: **AJS**  
 DESIGNED BY: **BMT**  
 DATE: **8/29/12**

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 DRG: **UTILITY PLAN**  
 JOB NO: **UB008**  
 PROJECT NO: **UB008**

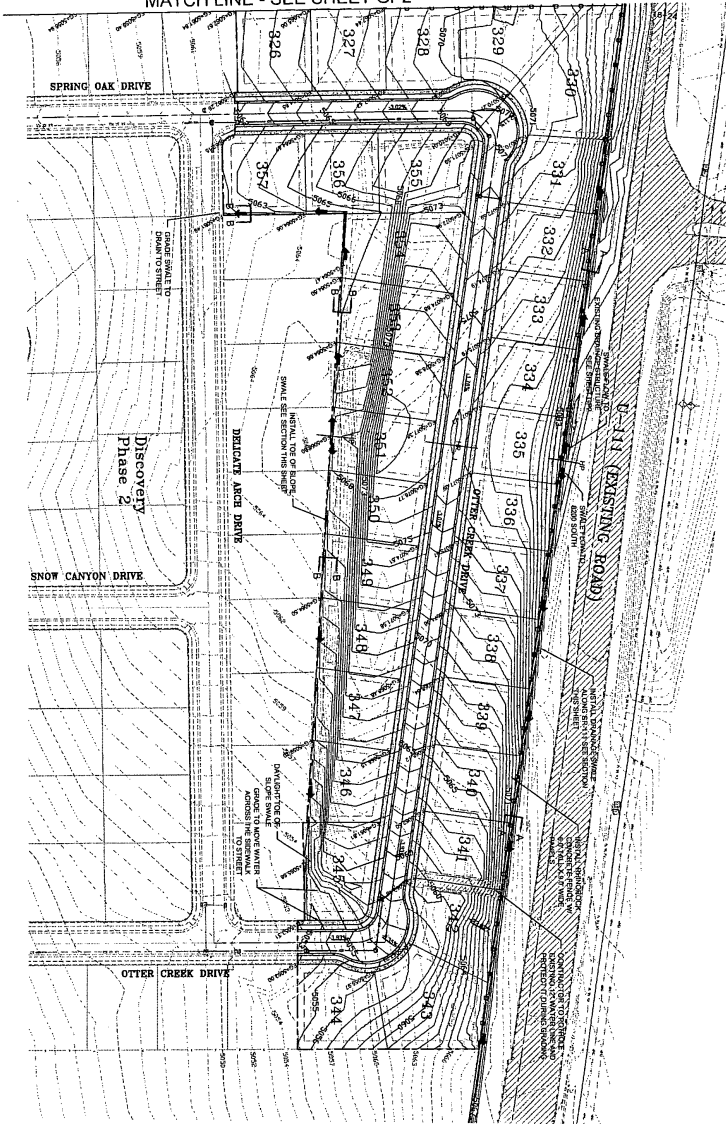
231 West 800 South Salt Lake City, Utah 84101  
**Ward Engineering Group**  
 Planning Engineering Surveying  
 PH: 801.487.8040 FX: 801.487.8866

**Bridgeport**  
**U-111 and 8600 South,**  
**West Jordan City, UT**  
**UTILITY PLAN**

MATCH LINE - THIS SHEET

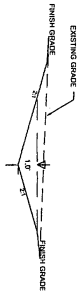


MATCH LINE - SEE SHEET GP2

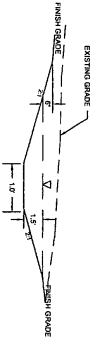


MATCH LINE - THIS SHEET

SECTION B-B DETAIL TOE OF SLOPE SWALE  
N.T.S.



SECTION A-A DETAIL SR-111 DRAINAGE SWALE  
N.T.S.

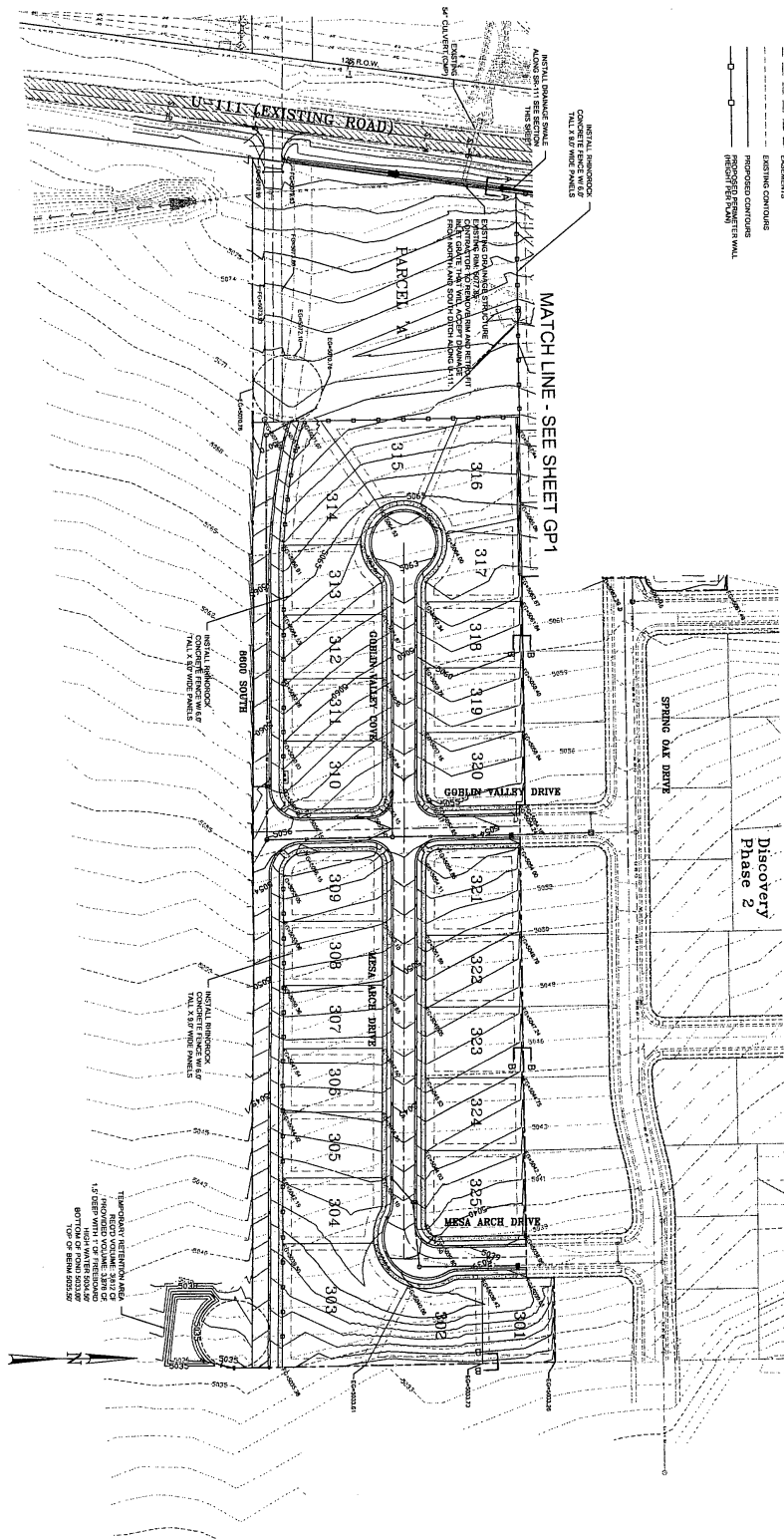


- Legend**
- PROPOSED LINE
  - PROPERTY LINE
  - RIGHT OF WAY
  - SIDEWALK
  - CURB & GUTTER
  - EDGE OF ASPHALT
  - CENTERLINE
  - PROPOSED STORM DRAIN
  - EASEMENTS
  - EXISTING CONTOURS
  - PROPOSED CONTOURS
  - PROPOSED FINISH GRADE

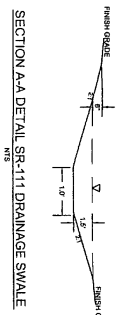
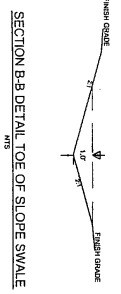


<p>GP1</p>		<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION							<p>DRAWN BY: <b>AJS</b>                  CHECKED BY: <b>AJS</b>                  DATE: <b>06/28/12</b></p>	<p>CLIENT: <b>LAND SOLUTIONS, LC</b>                  PROJECT: <b>Grading Plan</b>                  JOB NO: <b>10000</b></p>	<p>231 West 800 South Salt Lake City, Utah 84101    <b>Ward Engineering Group</b>                  Planning Engineering Surveying                  PH: 801.487.8040 FX: 801.487.8668</p>	<p><b>Bridgeport</b>                  U-111 and 8600 South,                  West Jordan City, UT  <b>GRADING PLAN</b></p>
NO.	DATE	DESCRIPTION													

DATE: 6/29/2012  
 TIME: 9:51 AM  
 PROJECT: BRIDGEPORT PHASE 3



- Legend**
- BOUNDARY LINE
  - PROPERTY LINE
  - RIGHT OF WAY
  - SIDEWALK
  - CURB & GUTTER
  - EDGE OF ASPHALT
  - CENTER LINE
  - PROPOSED STORM DRAIN
  - SUBMENTS
  - EXISTING CONTOURS
  - PROPOSED CONTOURS
  - PROPOSED FINISH



GP2



NO.	DATE	DESCRIPTION

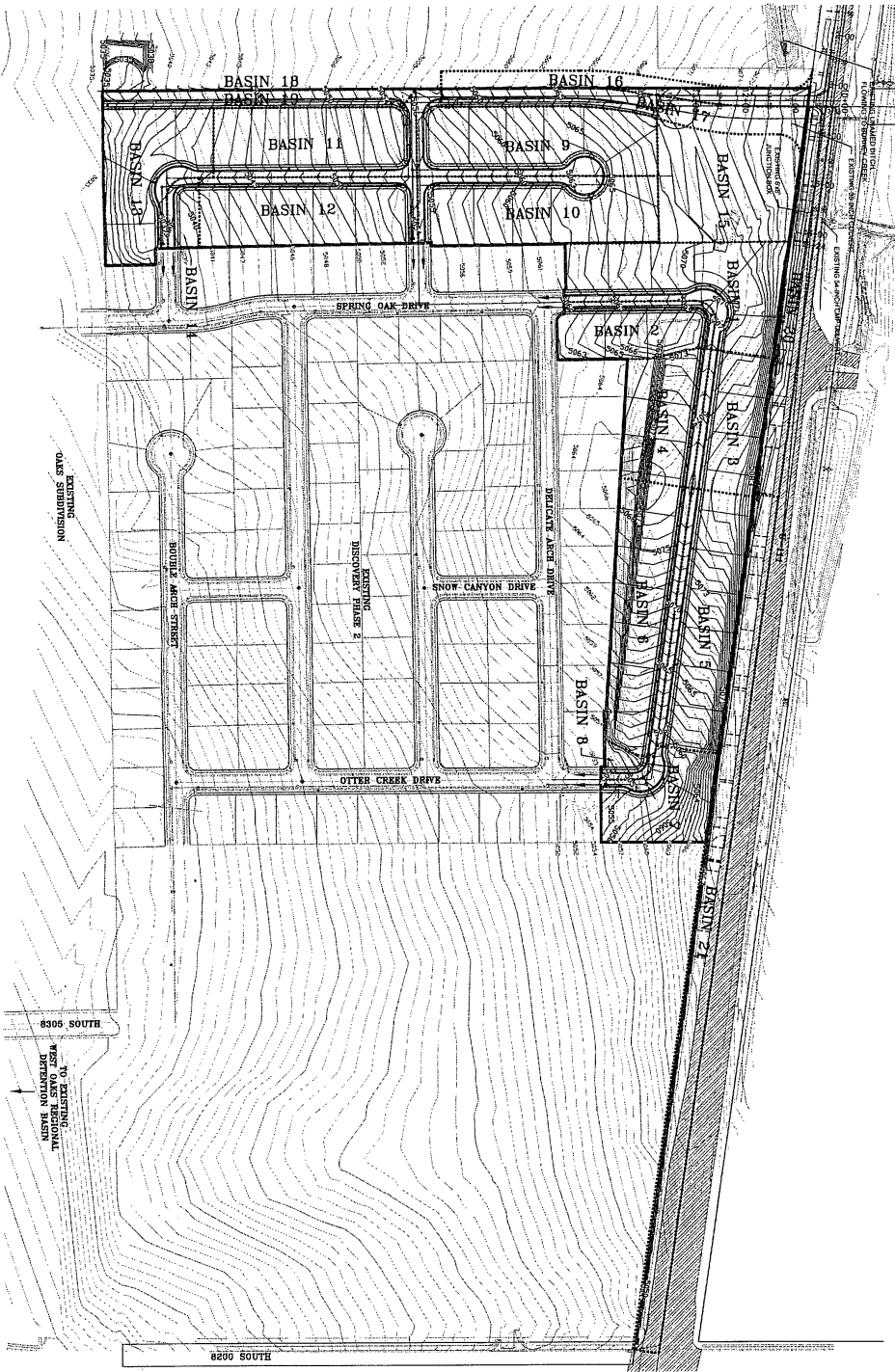
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 DESIGN BY: AJS  
 CHECKED BY: BHT  
 DATE: 06/29/12

CLIENT: LAND SOLUTIONS, LC  
 DWG: Grading Plan  
 JOB NO: LIB002  
 PROJECT: BRIDGEPORT PHASE 3



231 West 800 South Salt Lake City, Utah 84101  
**Ward Engineering Group**  
 Planning Engineering Surveying  
 PH: 801.487.8040 FX: 801.487.8688

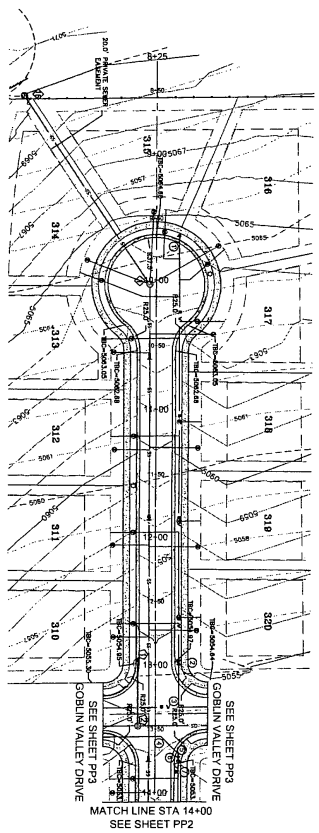
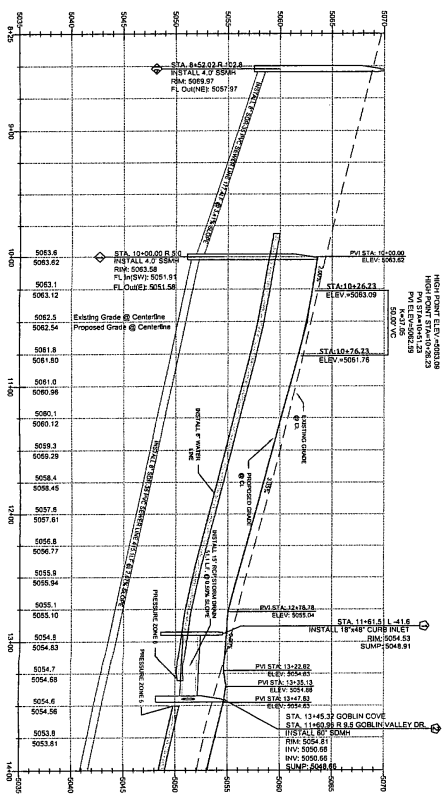
**Bridgeport**  
**U-111 and 8600 South,**  
**West Jordan City, UT**  
**GRADING PLAN**



EXISTING  
OAKS SUBDIVISION

TO EXISTING  
WEST OAKS REGIONAL  
DETENTION BASIN

	REVISIONS <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>							DRAWN BY: <u>AJS</u> DESIGN BY: <u>AJS</u> CHECKED BY: <u>BHT</u> DATE: <u>06/29/12</u>	CLIENT: <u>LAND SOLUTIONS, LC</u> DWG: <u>Drainage Basin Areas</u> JOB NO.: <u>18008</u> PREPARED BY: <u>WARD ENGINEERING GROUP</u> APPROVED BY: <u>WARD ENGINEERING GROUP</u>	231 West 800 South Salt Lake City, Utah 84101 Ward Engineering Group Planning Engineering Surveying PH: 801.487.8040 FX: 801.487.8668	Bridgeport U-111 and 8600 South, West Jordan City, UT OVERALL DRAINAGE PLAN
SHEET <b>DP-1</b>	BRIDGEPORT U-111 AND 8600 SOUTH OVERALL DRAINAGE PLAN										



50' R.O.W.  
GOBLIN VALLEY COVE (8975 SOUTH)

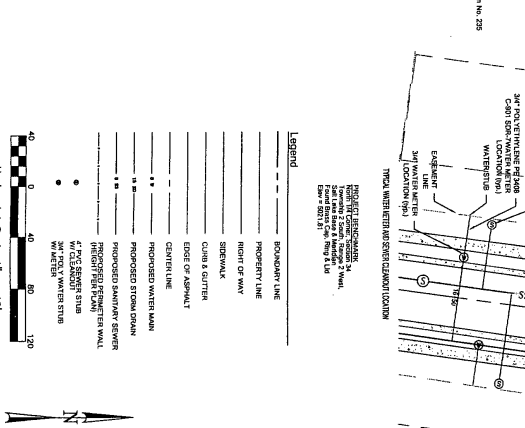
MATCH LINE STA 14+00  
SEE SHEET PP2  
SEE SHEET PP3

**WATER FITTING TABLE**

1	4\"/>
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**NOTES:**

1. All materials shall be in accordance with the specifications of the Utah Department of Transportation (UDOT) Standard Specifications for Construction of Highways.
2. All materials shall be in accordance with the specifications of the Utah Department of Transportation (UDOT) Standard Specifications for Construction of Highways.
3. All materials shall be in accordance with the specifications of the Utah Department of Transportation (UDOT) Standard Specifications for Construction of Highways.
4. All materials shall be in accordance with the specifications of the Utah Department of Transportation (UDOT) Standard Specifications for Construction of Highways.



**REVISIONS**

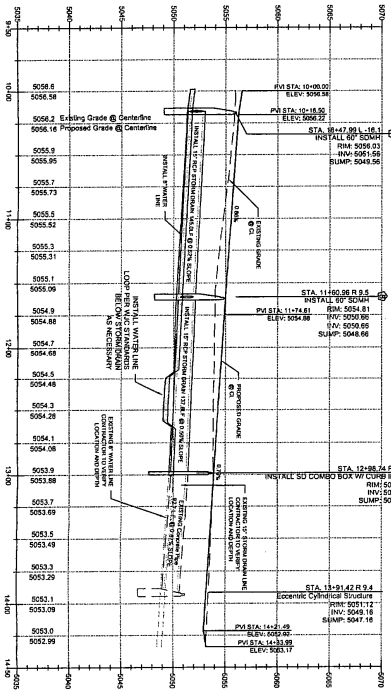
NO.	DATE	DESCRIPTION

**LAND SOLUTIONS, LC**  
Plan and Profile  
DATE: 6/29/2012

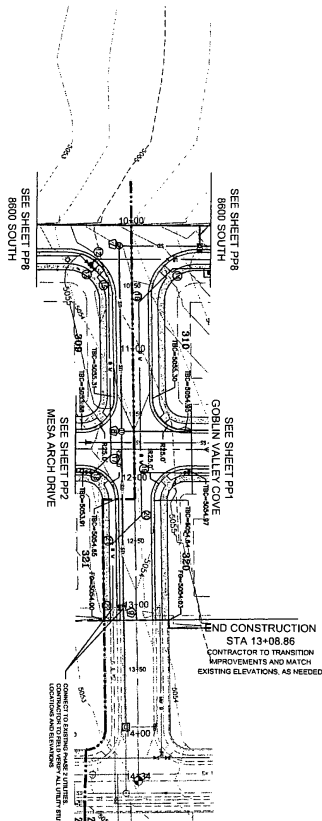
**Ward Engineering Group**  
Planning Engineering Surveying  
PH: 801-487-8048 FX: 801-487-8663







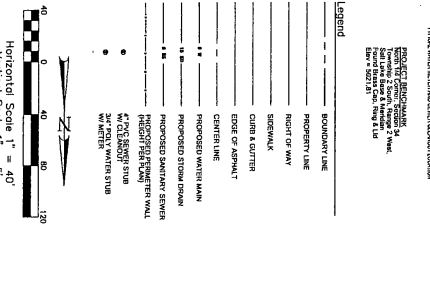
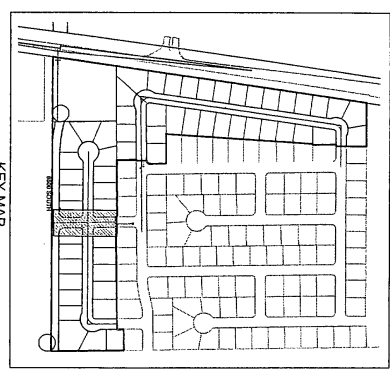
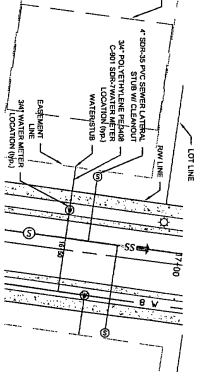
50' P.O.V.  
GOBLIN VALLEY DRIVE (6905 WEST)



- COMPLETION NOTES:**
1. All sewer lines to be installed per the approved plan.
  2. All sewer lines to be installed per the approved plan.
  3. All sewer lines to be installed per the approved plan.
  4. All sewer lines to be installed per the approved plan.
  5. All sewer lines to be installed per the approved plan.
  6. All sewer lines to be installed per the approved plan.
  7. All sewer lines to be installed per the approved plan.
  8. All sewer lines to be installed per the approved plan.
  9. All sewer lines to be installed per the approved plan.
  10. All sewer lines to be installed per the approved plan.
  11. All sewer lines to be installed per the approved plan.
  12. All sewer lines to be installed per the approved plan.

**WATER FITTING TABLE**

NO.	DESCRIPTION	QUANTITY
1	3" DIA. IRON PIPE 20' L.	1
2	3" DIA. IRON PIPE 10' L.	1
3	3" DIA. IRON PIPE 5' L.	1
4	3" DIA. IRON PIPE 2' L.	1
5	3" DIA. IRON PIPE 1' L.	1
6	3" DIA. IRON PIPE 6" L.	1
7	3" DIA. IRON PIPE 4" L.	1
8	3" DIA. IRON PIPE 3" L.	1
9	3" DIA. IRON PIPE 2" L.	1
10	3" DIA. IRON PIPE 1" L.	1
11	3" DIA. IRON PIPE 6" L.	1
12	3" DIA. IRON PIPE 4" L.	1
13	3" DIA. IRON PIPE 3" L.	1
14	3" DIA. IRON PIPE 2" L.	1
15	3" DIA. IRON PIPE 1" L.	1
16	3" DIA. IRON PIPE 6" L.	1
17	3" DIA. IRON PIPE 4" L.	1
18	3" DIA. IRON PIPE 3" L.	1
19	3" DIA. IRON PIPE 2" L.	1
20	3" DIA. IRON PIPE 1" L.	1



Horizontal Scale 1" = 40'

Vertical Scale 1" = 40'

DATE: 06/29/12

DESIGN BY: AJS

CHECKED BY: BHT

CLIENT: LAND SOLUTIONS, LC

PROJECT: Plan and Profile

JOB No: LIB006

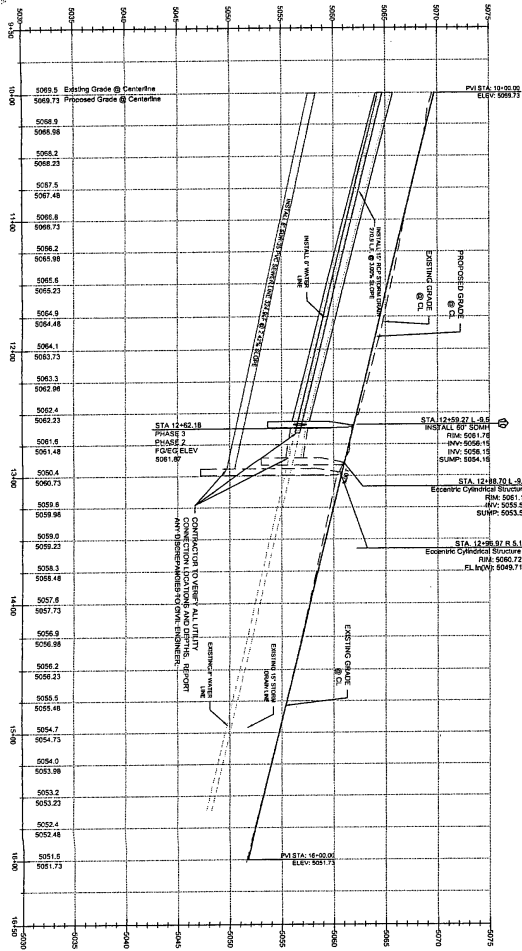
231 West 800 South Salt Lake City, Utah 84101

Ward Engineering Group

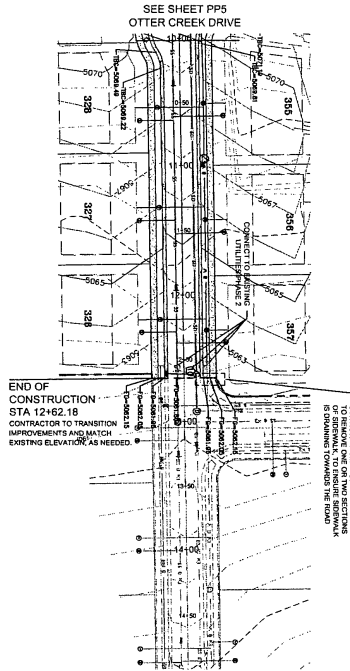
Planning Engineering Surveying

PH: 801.487.8040 FAX: 801.487.5658

Bridgeport  
U-111 and 8600 South,  
West Jordan City, UT  
PLAN AND PROFILE



50' R.O.W.  
SPRING OAK DRIVE (8530 SOUTH)



SEE SHEET PP5  
OTTER CREEK DRIVE

END OF CONSTRUCTION  
STA 12+62.18  
CONTRACTOR TO TRANSITION IMPROVEMENTS AND MATCH EXISTING ELEVATIONS AS NEEDED

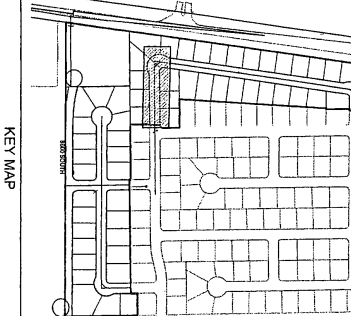
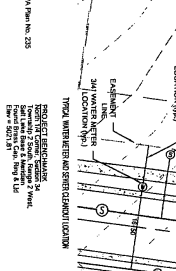
**WATER FITTING TABLE**

①	5/8\"/>
---	---------

REVISIONS

NO.	DATE	DESCRIPTION

- NOTES:**
1. All elevations are in feet unless otherwise noted.
  2. All water mains to be installed in accordance with the City of Salt Lake City Engineering Department Standard Specifications for Water Mains, 2008 Edition.
  3. All water mains to be installed in accordance with the City of Salt Lake City Engineering Department Standard Specifications for Water Mains, 2008 Edition.
  4. All water mains to be installed in accordance with the City of Salt Lake City Engineering Department Standard Specifications for Water Mains, 2008 Edition.



PP4



REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY: AJS  
DESIGN BY: AJS  
CHECKED BY: BHT  
DATE: 6/29/2012

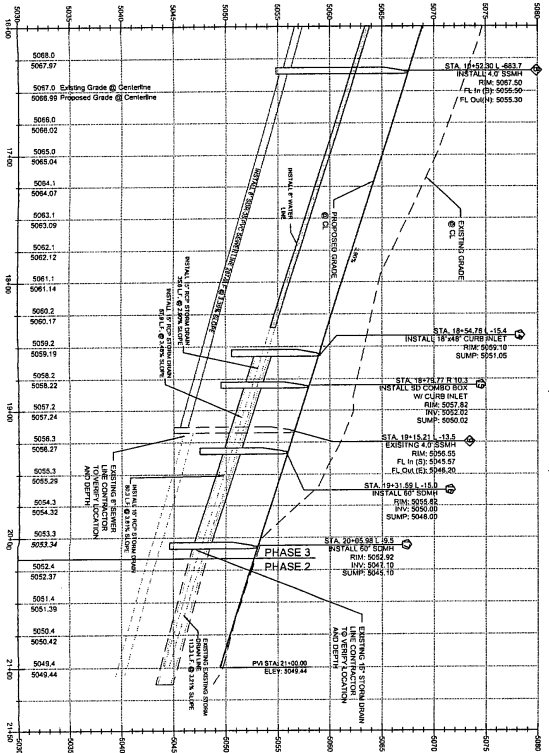
CLIENT: LAND SOLUTIONS, LC  
DWG: Plan and Profile  
JOB NO: 112008  
SHEET: 11 OF 12



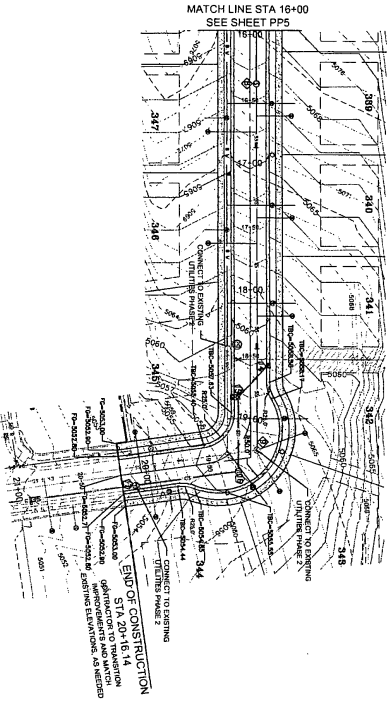
231 West 800 South, Salt Lake City, Utah 84101  
Ward Engineering Group  
Planning Engineering Surveying  
PH: 801.487.8040 FX: 801.487.8558

Bridgeport  
U-111 and 8600 South,  
West Jordan City, UT  
PLAN AND PROFILE





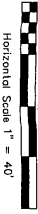
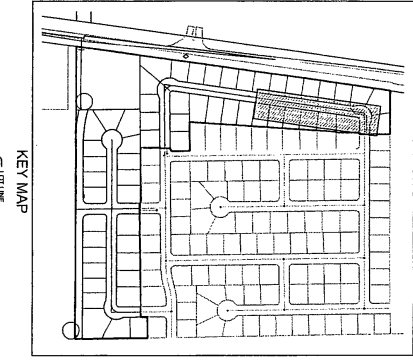
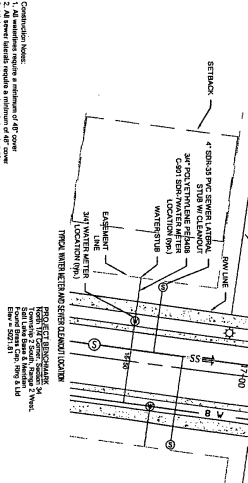
50' R.O.W.  
OTTER CREEK DRIVE (0995 WEST)



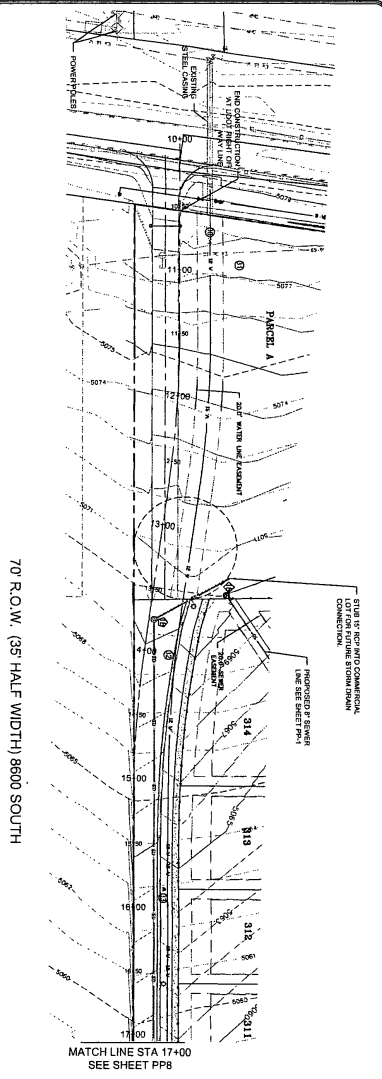
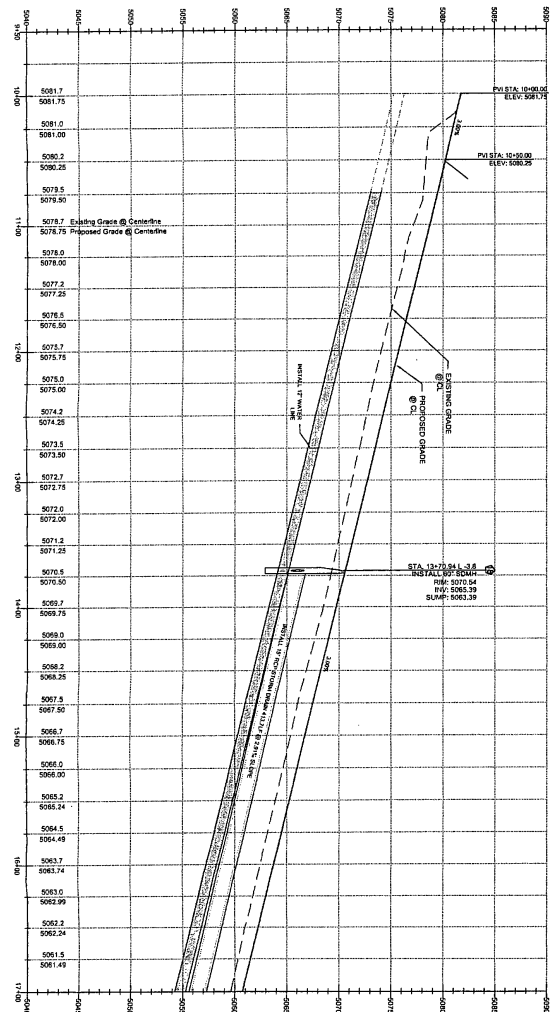
**WATER FITTING TABLE**

1	1/2" DIA. BRASS
2	3/4" DIA. BRASS
3	1" DIA. BRASS
4	1 1/2" DIA. BRASS
5	2" DIA. BRASS
6	2 1/2" DIA. BRASS
7	3" DIA. BRASS
8	3 1/2" DIA. BRASS
9	4" DIA. BRASS
10	4 1/2" DIA. BRASS
11	5" DIA. BRASS
12	5 1/2" DIA. BRASS

- LEGEND**
- PROPOSED STORM DRAIN
  - PROPOSED SANITARY SEWER
  - PROPOSED 18" DIA. STUB
  - PROPOSED 24" DIA. STUB
  - PROPOSED 30" DIA. STUB
  - PROPOSED 18" DIA. MANHOLE
  - PROPOSED 24" DIA. MANHOLE
  - PROPOSED 30" DIA. MANHOLE
  - PROPOSED 18" DIA. CULVERT
  - PROPOSED 24" DIA. CULVERT
  - PROPOSED 30" DIA. CULVERT
  - PROPOSED 18" DIA. PIPE
  - PROPOSED 24" DIA. PIPE
  - PROPOSED 30" DIA. PIPE
  - PROPOSED 18" DIA. FITTING
  - PROPOSED 24" DIA. FITTING
  - PROPOSED 30" DIA. FITTING
  - PROPOSED 18" DIA. VALVE
  - PROPOSED 24" DIA. VALVE
  - PROPOSED 30" DIA. VALVE
  - PROPOSED 18" DIA. CLEANOUT
  - PROPOSED 24" DIA. CLEANOUT
  - PROPOSED 30" DIA. CLEANOUT
  - PROPOSED 18" DIA. W/STUB
  - PROPOSED 24" DIA. W/STUB
  - PROPOSED 30" DIA. W/STUB
  - PROPOSED 18" DIA. WATER MAIN
  - PROPOSED 24" DIA. WATER MAIN
  - PROPOSED 30" DIA. WATER MAIN
  - PROPOSED 18" DIA. WATER MAIN FITTING
  - PROPOSED 24" DIA. WATER MAIN FITTING
  - PROPOSED 30" DIA. WATER MAIN FITTING
  - PROPOSED 18" DIA. WATER MAIN VALVE
  - PROPOSED 24" DIA. WATER MAIN VALVE
  - PROPOSED 30" DIA. WATER MAIN VALVE
  - PROPOSED 18" DIA. WATER MAIN CLEANOUT
  - PROPOSED 24" DIA. WATER MAIN CLEANOUT
  - PROPOSED 30" DIA. WATER MAIN CLEANOUT
  - PROPOSED 18" DIA. WATER MAIN W/STUB
  - PROPOSED 24" DIA. WATER MAIN W/STUB
  - PROPOSED 30" DIA. WATER MAIN W/STUB
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  - PROPOSED 24" DIA. WATER MAIN WATER MAIN
  - PROPOSED 30" DIA. WATER MAIN WATER MAIN
  - PROPOSED 18" DIA. WATER MAIN WATER MAIN FITTING
  - PROPOSED 24" DIA. WATER MAIN WATER MAIN FITTING
  - PROPOSED 30" DIA. WATER MAIN WATER MAIN FITTING
  - PROPOSED 18" DIA. WATER MAIN WATER MAIN VALVE
  - PROPOSED 24" DIA. WATER MAIN WATER MAIN VALVE
  - PROPOSED 30" DIA. WATER MAIN WATER MAIN VALVE
  - PROPOSED 18" DIA. WATER MAIN WATER MAIN CLEANOUT
  - PROPOSED 24" DIA. WATER MAIN WATER MAIN CLEANOUT
  - PROPOSED 30" DIA. WATER MAIN WATER MAIN CLEANOUT
  - PROPOSED 18" DIA. WATER MAIN WATER MAIN W/STUB
  - PROPOSED 24" DIA. WATER MAIN WATER MAIN W/STUB
  - PROPOSED 30" DIA. WATER MAIN WATER MAIN W/STUB



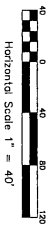
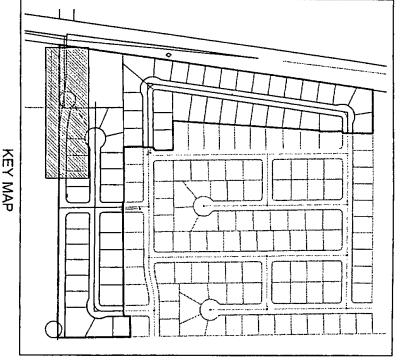
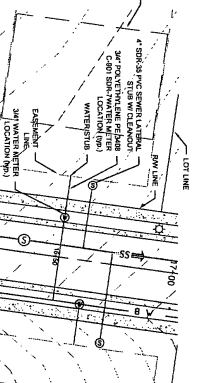
	REVISIONS NO.   DATE   DESCRIPTION 1   8/25/2012   ISSUED FOR PERMIT	DRAWN BY: <b>AJS</b> DESIGN BY: <b>AJS</b> CHECKED BY: <b>BHT</b> DATE: <b>8/25/2012</b>	CLIENT: <b>LAND SOLUTIONS, LC</b> DWG: <b>Plan and Profile</b> JOB NO: <b>LIB006</b> PROJECT: <b>BRIDGEPORT U-111 AND 8600 SOUTH, WEST JORDAN CITY, UT</b>	231 West 800 South Salt Lake City, Utah 84101 <b>Ward Engineering Group</b> Planning Engineering Surveying PH: 801.487.8040 FX: 801.487.5558	Bridgeport U-111 and 8600 South, West Jordan City, UT <b>PLAN AND PROFILE</b>
	PPG6	SHEET	PROJECT: <b>BRIDGEPORT U-111 AND 8600 SOUTH, WEST JORDAN CITY, UT</b>		



**WATER FITTING TABLE\***

1	3/4" O.D. x 2.81 I.D. x 2.32' L
2	3/4" x 1/2" x 1.1' x 2.0'
3	3/4" x 1/2" x 1.1' x 2.0'
4	3/4" x 1/2" x 1.1' x 2.0'
5	3/4" x 1/2" x 1.1' x 2.0'
6	3/4" x 1/2" x 1.1' x 2.0'
7	3/4" x 1/2" x 1.1' x 2.0'
8	3/4" x 1/2" x 1.1' x 2.0'
9	3/4" x 1/2" x 1.1' x 2.0'
10	3/4" x 1/2" x 1.1' x 2.0'
11	3/4" x 1/2" x 1.1' x 2.0'
12	3/4" x 1/2" x 1.1' x 2.0'

- Notes:**
- All utilities shown are a minimum of 48" cover.
  - Minimum cover shall be 18" for all utilities.
  - Minimum cover shall be 24" for all utilities.
  - Cover shall be to the centerline of the utility.
  - Utility lines shall be shown in accordance with the following:
  - Water: Blue
  - Sewer: Red
  - Gas: Yellow
  - Electric: Black
  - Telephone: Green
  - Optical Fiber: Purple
  - Other: White



PP7



**REVISIONS**

NO.	DESCRIPTION	DATE

DRAWN BY: **ALS**  
 CHECKED BY: **ALS**  
 DATE: **06/29/12**

CLIENT: **LAND SOLUTIONS, LC**  
 DESIGN: **Plan and Profile**  
 JOB NO: **11110002**  
 PROJECT: **BRIDGEPORT U-111 AND 8600 SOUTH**



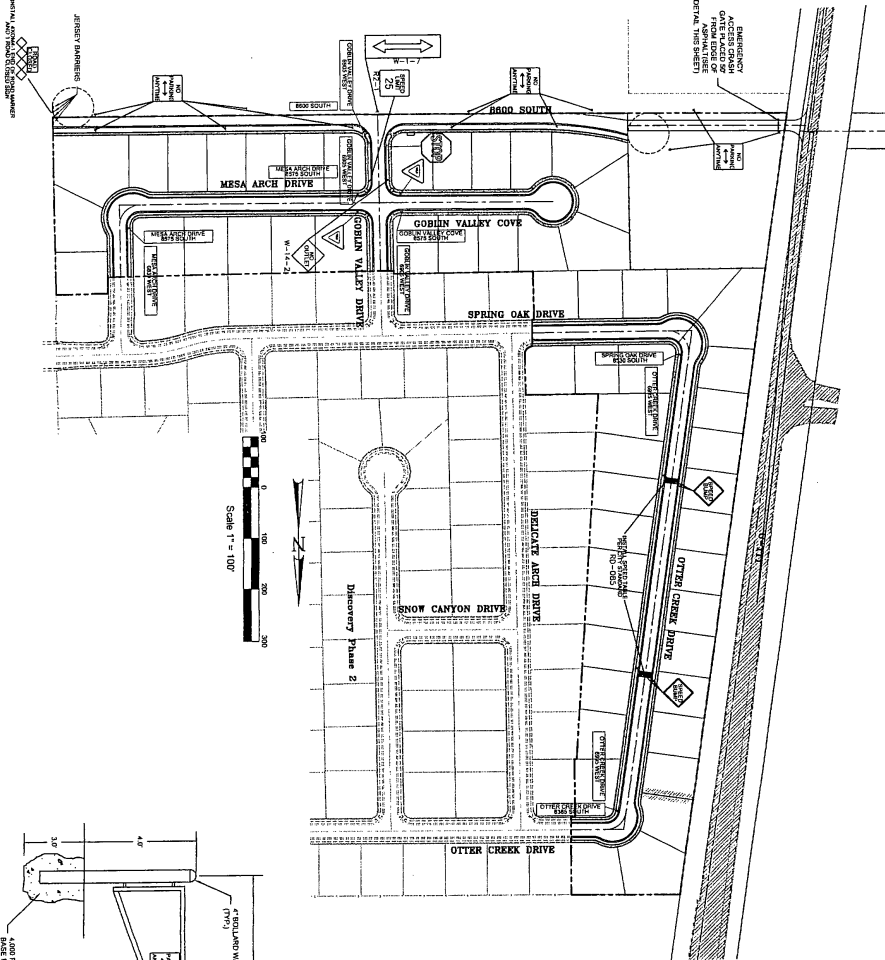
231 West 800 South, Salt Lake City, Utah 84101  
**Ward Engineering Group**  
 Planning Engineering Surveying  
 PH: 801-487-8040 FAX: 801-487-8658

**Bridgeport**  
**U-111 and 8600 South,**  
**West Jordan City, UT**  
**PLAN AND PROFILE**

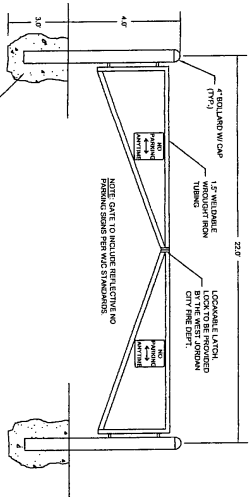




SCALE: 1" = 100'  
 DATE: 6/29/2012  
 TIME: 9:24 AM



**EMERGENCY ACCESS CRASH GATE W/ LOCKABLE COMPONENT**  
 NTS



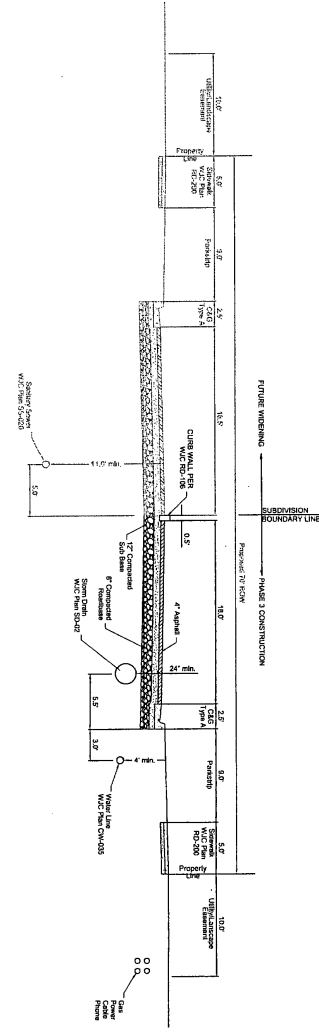
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	SHEET <b>SS1</b>				



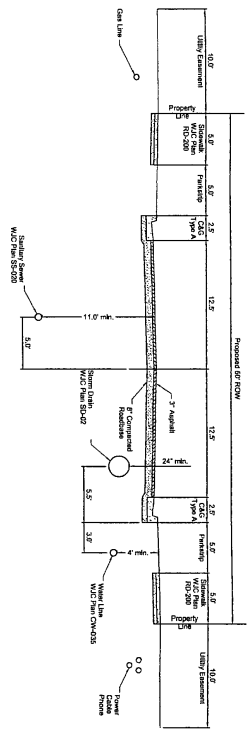




70' Collector Right of Way  
N.T.S.



50' Local Right of Way  
N.T.S.



SHEET  
DT1

NO.	REVISIONS

DRAWN BY: AET  
DESIGN BY: AET  
CHECKED BY: BHT  
DATE: 06/26/12

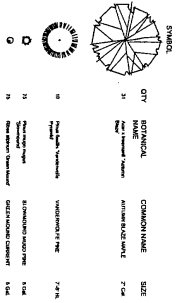
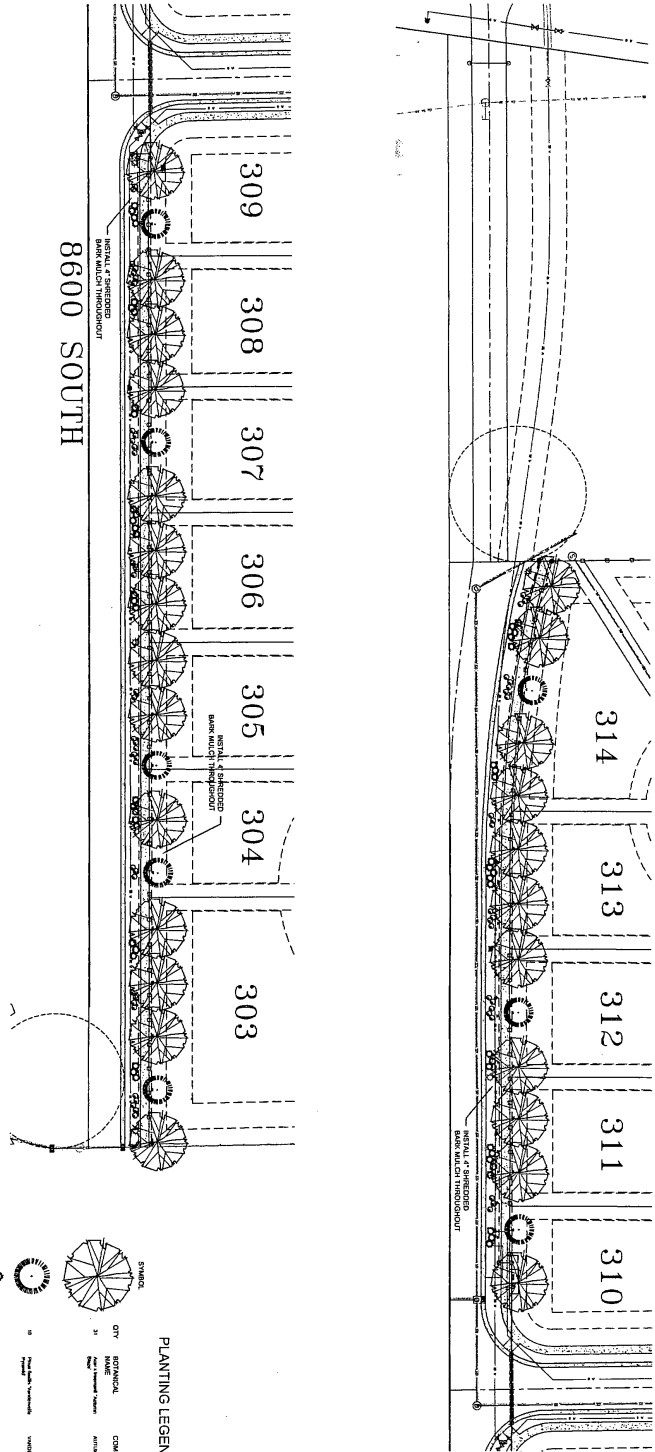
CLIENT: LAND SOLUTIONS, LC  
DWP: Dethlefs  
JOB NO: 118298  
DATE: 06/26/12

231 West 800 South Salt Lake City, Utah 84101  

**Ward Engineering Group**  
 Planning Engineering Surveying  
 PH: 801.487.8268 FAX: 801.487.8268

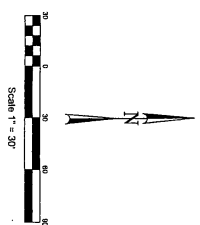
**Bridgeport**  
**U-111 and 8600 South,**  
**West Jordan City, UT**  
**DETAIL SHEET**





PLANTING LEGEND

QTY	SYMBOL	COMMON NAME	SIZE
10	(Symbol)	Common Name	7' H. H.
10	(Symbol)	Common Name	5' H. H.
10	(Symbol)	Common Name	5' H. H.
10	(Symbol)	Common Name	5' H. H.



SHEET  
LA2



NO.	REVISIONS

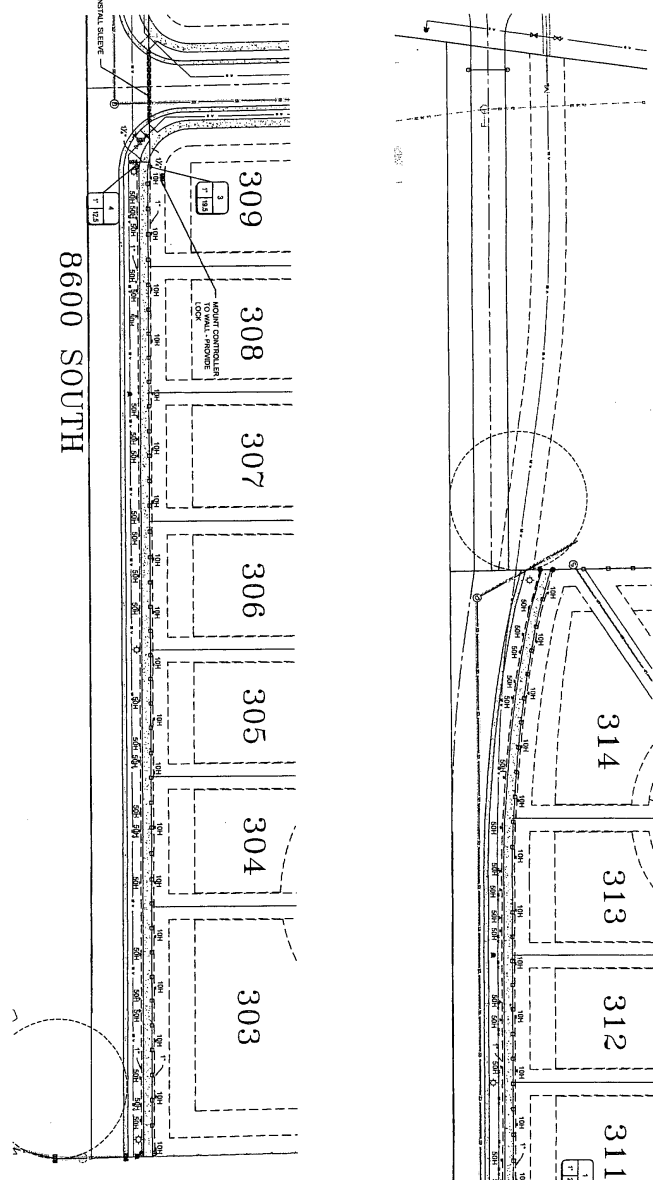
DRAWN BY: **ALS**  
 DESIGN BY: **ALS**  
 CHECKED BY: **BHT**  
 DATE: **06/25/12**

CLIENT: **LAND SOLUTIONS, LC**  
 PROJECT: **Landscaping/Integration Plan**  
 JOB NO: **LIB006**  
 DATE: **06/25/12**



231 West 800 South Salt Lake City, Utah 84101  
**Ward Engineering Group**  
 Planning Engineering Surveying  
 PH: 801.487.8040 FX: 801.487.8668

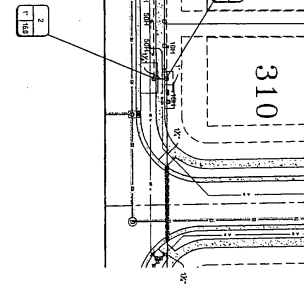
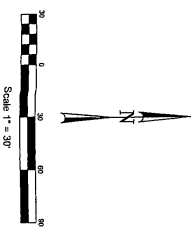
**Bridgeport**  
**U-111 and 8600 South,**  
**West Jordan City, UT**  
**Landscape Plan**



Preliminary Irrigation Schedule

Zone	Plant Name (Qty)	Watering Method
Zone 1	CSJ Tree (2000)	Overhead Sprinkler
Zone 2	CSJ Tree (2000)	Overhead Sprinkler
Zone 3	CSJ Tree (2000)	Overhead Sprinkler
Zone 4	CSJ Tree (2000)	Overhead Sprinkler

NOTE:  
 1. This schedule is based on the 100% design plan. It is subject to change if the design plan is revised.  
 2. The watering schedule is based on the 100% design plan. It is subject to change if the design plan is revised.  
 3. The watering schedule is based on the 100% design plan. It is subject to change if the design plan is revised.  
 4. The watering schedule is based on the 100% design plan. It is subject to change if the design plan is revised.



**IRRIGATION LEGEND**

HUNTER INSTA-QA POP UP WITH MSN.  
 PRESSURE COMPENSATING BUBBLER NOZZLE @ 30 PSI

**PATTERN PER PLAN**

WILKINS 3/8 RP BACKFLOW PREVENTION ASSEMBLY - MUST MEET WJCD STDS. DETAIL CW-235

HUNTER ICC-1200M COMMERCIAL IRRIGATION CONTROLLER - EXPANDIBLE MOUNT TO WALL

HUNTER HQ-33DRG TWO PIECE QUICK COUPLING VALVE

HUNTER ICV-101G-FS-AS SERIES PLASTIC REMOTE SPRAY CONTROL VALVE

PIPEWIRE SLEEVE - SEE DETAIL S ON SHEET IR2

SIZE AS REQUIRED SEE IR2

ZONE NUMBER  
 VALVE SIZE  
 GALLONS PER MINUTE

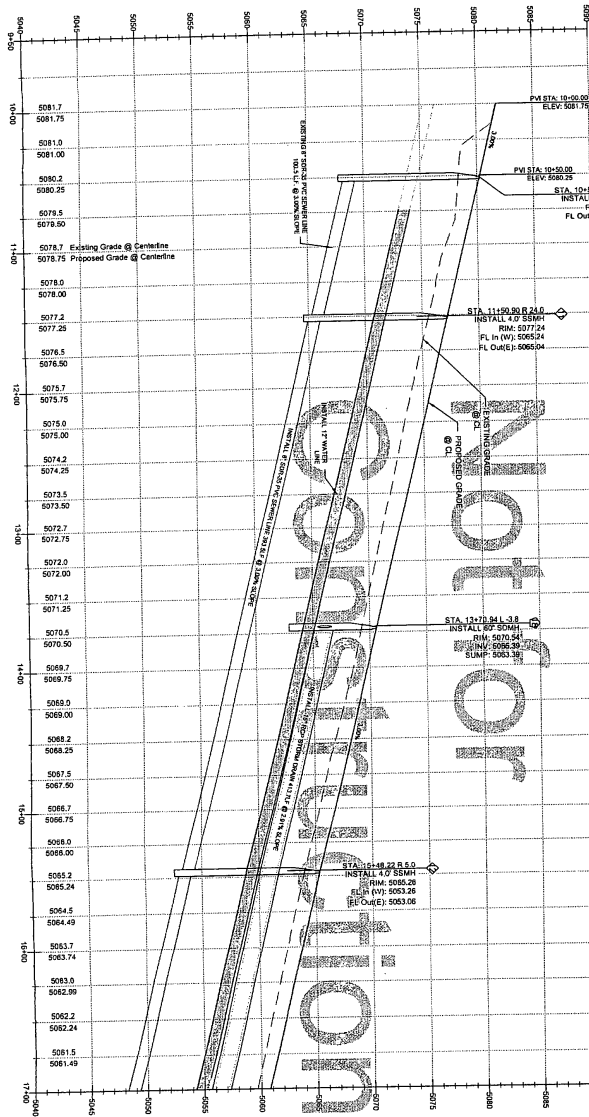
**ZONE CALLOUT**

**GENERAL NOTES**

- ADJUST NOZZLE ARCS AS NEEDED TO MAXIMIZE COVERAGE ALONG EDGES.
- MAINLINES & LATERAL LINES MAY BE SHOWN UNDER CONCRETE FOR GRAPHICAL CLARITY.

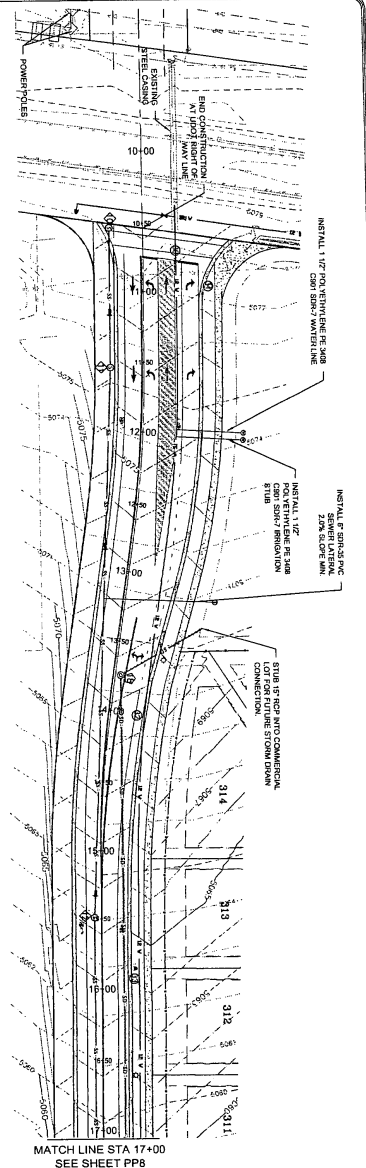
	REVISIONS <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>					DRAWN BY: <b>AS</b> DESIGN BY: <b>AS</b> CHECKED BY: <b>BNT</b> DATE: <b>06/29/12</b>	CLIENT: <b>LAND SOLUTIONS, LC</b> DWG: <b>Landscape/Irrigation Plan</b> JOB NO: <b>LIB009</b> PROJECT: <b>BRIDGEPORT U-111 AND 8600 SOUTH</b>	<p><b>Ward Engineering Group</b>                  Planning Engineering Surveying</p>	231 West 800 South Salt Lake City, Utah 84101 PH: 801.487.8040 FX: 801.487.8866
<b>IR1</b>	Bridgeport U-111 and 8600 South, West Jordan City, UT Irrigation Plan								





# Future Widening

70' R.O.W. 8600 SOUTH

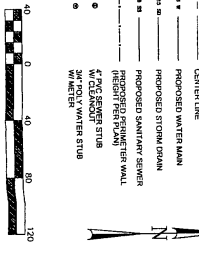
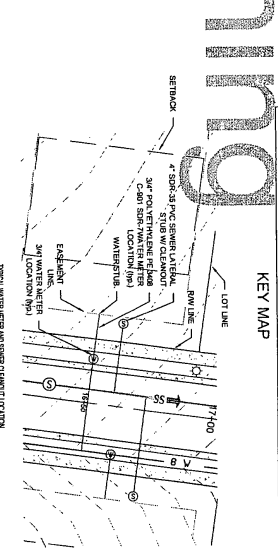


**WATER FITTING TABLE \***

①	3\"/>
②	3\"/>
③	3\"/>
④	3\"/>
⑤	3\"/>

\* THINLIFT BLOCKS AND MEASUREMENTS REQUIRED AT ALL FITTINGS.

- Construction Notes:**
- All utilities require a minimum of 6" cover.
  - All sewer blocks shall require a minimum of 24" cover.
  - Minimum cover shall be 18" for all other utilities.
  - Catch basins are to be constructed according to AWWA Plan No. 238.
- Notes:**
- All utilities 6" and larger are PVC C-900 DR 18.
  - Sanitary manholes shall be constructed according to AWWA Plan No. 238.
  - Sanitary manholes shall be constructed according to AWWA Plan No. 238.
  - Sanitary manholes shall be constructed according to AWWA Plan No. 238.
  - Sanitary manholes shall be constructed according to AWWA Plan No. 238.
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  - Sanitary manholes shall be constructed according to AWWA Plan No. 238.
  - Sanitary manholes shall be constructed according to AWWA Plan No. 238.



	DRAWN BY: <b>BA</b> DESIGNED BY: <b>BA</b> CHECKED BY: <b>SPM</b> DATE: <b>04-29-11</b>	CLIENT: <b>LAND SOLUTIONS, LC</b> DWG: <b>Plan and Profile</b> JOB NO: <b>LIB008</b>	231 West 800 South Salt Lake City, Utah 84101 <b>Ward Engineering Group</b> Planning Engineering Surveying PH: 801.487.8040 FX: 801.487.8558	<b>DISCOVERY PHASE 3</b> <b>U-111 and 8600 South,</b> <b>West Jordan City, UT</b> <b>PLAN AND PROFILE</b>
	I hereby certify that I am a duly Licensed Professional Engineer in the State of Utah, and that I am the author or creator of the design and content of this drawing, and that I am not providing my professional services to anyone other than the client named herein.			SHEET <b>PP7</b>





**EXHIBIT D**  
**Escrow Agreement Form**

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": Ivory Development

a(n) limited liability company (corporation, partnership, individual),

address: 978 E Woodlake Lane

telephone: ( 801 ) 747-7000, facsimile: ( 801 ) 747-7091;

"DEPOSITORY": Wells Fargo Bank, N.A.

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

address: 299 South Main St 6th Floor

telephone: ( 801 ) 246-1546, facsimile: ( 801 ) 246-1540;

"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 Bridgeport Subdivision  
(description or name of project)

located at 8600 South U-111; 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 Bridges part Subdivision 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 \$ 1,350,485.50, 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

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 \$ 1,350,485.50, (herein the "Proceeds") entitled, (insert amount)

Ivory Homes, LP #1002671, (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.

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.

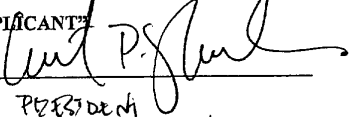
29. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by City of West Jordan ordinances in effect at the time of the execution of this Agreement. However, the parties expressly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

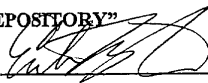
subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of CITY, shall also apply to the subdivision or development which is the subject of this Agreement.

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 described 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 President

"DEPOSITORY"  
By   
Title Vice President

"CITY"  
By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM:  
\_\_\_\_\_  
West Jordan City Attorney

[ACKNOWLEDGMENTS ON FOLLOWING PAGES]



**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 Utah  
COUNTY OF Salt Lake :SS

On this 20 day of July, 2012, personally appeared before me, Bart Blaisdell, who being by me duly sworn did say that he/she/they is/are the President of Tracy Development, by authority of its members or its articles of organization, and he/she acknowledged to me that said limited liability company executed the same.

[Signature]  
NOTARY PUBLIC



My Commission Expires: 3/15/16  
Residing in 978 Woodlark Ln, County, Salt Lake  
SLC, UT 84117

DEPOSITORY NOTARY

STATE OF Utah  
COUNTY OF Salt Lake :SS

On this 3rd day of August, 2012, personally appeared before me Erik Bengtson, who being by me duly sworn did say that he/she is the Vice president of Wells Fargo Bank 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.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
Residing in SLC, UT County, Salt Lake

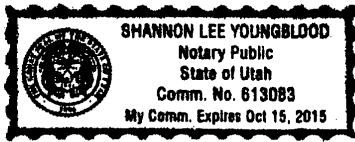


EXHIBIT A  
ESTIMATED COST OF PUBLIC IMPROVEMENTS

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

West Jordan Bond Calculation Worksheet for PUBLIC IMPROVEMENTS

Project: Bridgeport Subdivision

Date: 6/14/12



DESCRIPTION	Unit	Quant.	\$/Unit	Total
<b>Sanitary Sewer</b>				
8" PVC Sewer	LF	1,778	\$33.00	\$58,674.00
4" Manhole	EA	7	\$3,500.00	\$24,500.00
Laterals	EA	58	\$650.00	\$37,700.00
<b>Subtotal</b>				<b>\$120,874.00</b>
<b>Culinary Water</b>				
12" DIP Waterline	LF	1,494	\$60.00	\$89,640.00
8" PVC Waterline (Culinary)	LF	3,940	\$30.00	\$118,200.00
12" Butterfly Valve	EA	5	\$2,300.00	\$11,500.00
8" Gate Valve	EA	9	\$1,200.00	\$10,800.00
12" Fittings	EA	4	\$1,050.00	\$4,200.00
8" Fittings	EA	11	\$950.00	\$10,450.00
Fire Hydrants	EA	7	\$3,200.00	\$22,400.00
PRV Station w/SCADA	EA	1	\$45,000.00	\$45,000.00
Laterals	EA	57	\$650.00	\$37,050.00
<b>Subtotal</b>				<b>\$349,240.00</b>
<b>Storm Drain</b>				
15" RCP Class III	LF	1,676	\$45.00	\$75,420.00
Combination Catch/Clean Box	EA	6	\$3,500.00	\$21,000.00
Single Inlet Box	EA	7	\$1,700.00	\$11,900.00
5' Cleanout Box	EA	9	\$2,500.00	\$22,500.00
Detention Basin	CY	144	\$5.00	\$720.00
Side and Back Yard Drainage Swales	LF	3,295	\$12.00	\$39,540.00
<b>Subtotal</b>				<b>\$171,080.00</b>
<b>Street Improvements</b>				
Curb & Gutter w/Road Base	LF	6,385	\$15.00	\$95,775.00
Curb Wall	LF	1,105	\$10.00	\$11,050.00
5' Sidewalk w/Road Base, Back Fill Parkstrip	LF	6,385	\$16.00	\$102,160.00
3" Asphalt w/ 8" Road Base	SF	66,000	\$2.00	\$132,000.00
4" Asphalt w/ 8" Road Base and 12" Sub Base	SF	26,690	\$3.35	\$89,411.50
1-inch overlay	SF	92,690	\$1.50	\$139,035.00
Temporary turnaround	SF	10,000	\$1.50	\$15,000.00
Disabled Pedestrian Ramp	EA	6	\$260.00	\$1,560.00
Monuments	EA	6	\$300.00	\$1,800.00
<b>Subtotal</b>				<b>\$587,791.50</b>
<b>Miscellaneous</b>				
Street Signs	EA	6	\$250.00	\$1,500.00
Traffic Signs	EA	28	\$250.00	\$7,000.00
Speed Tables	EA	2	\$3,000.00	\$6,000.00
Emergency Access Gate	EA	1	\$1,000.00	\$1,000.00
Mass Grading	CY	30,000	\$3.50	\$105,000.00
As-Builts	LS	1	\$1,000.00	\$1,000.00
<b>Subtotal</b>				<b>\$121,500.00</b>
<b>Total</b>				<b>\$1,350,485.50</b>

Prepared By: Todd Johnson  
Staff Engineer

Reviewed By: [Signature]  
City Engineer

**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 Lyron Howe, L.P. #1002671, held by DEPOSITORY in the amount of (insert name and account number of Escrow Account)

\$ 60,190.00, (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.

June 2009

PLEASE INITIAL 

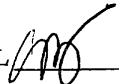
BK 10057 PG 4129

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.

June 2009

PLEASE INITIAL 

BK 10057 PG 4130

EXHIBIT A to Addendum 1  
ESTIMATED COST OF LANDSCAPING IMPROVEMENTS

West Jordan Bond Worksheet for LANDSCAPING and STREET LIGHTS

Project: Bridgeport Subdivision

Date: 6/14/12



DESCRIPTION	Unit	Quant.	\$/Unit	Total
Item				
Street Lights 35' Pole	EA	5	\$3,900.00	\$19,500.00
Street Lights 18' Pole	EA	8	\$2,600.00	\$20,800.00
Landscaping Tree/Irrigation/sod	SF	9945	\$2.00	\$19,890.00
Subtotal				\$60,190.00
Total				\$60,190.00

Prepared By: Todd Johnson  
Staff Engineer

Reviewed By: [Signature]  
City Engineer



**West Jordan Bond Calculation Worksheet for PUBLIC IMPROVEMENTS**

**Project: Bridgeport Subdivision**

Date: 6/14/12



DESCRIPTION	Unit	Quant.	S/Unit	Total
<b>Sanitary Sewer</b>				
8" PVC Sewer	LF	1,778	\$33.00	\$58,674.00
4' Manhole	EA	7	\$3,500.00	\$24,500.00
Laterals	EA	58	\$650.00	\$37,700.00
<b>Subtotal</b>				<b>\$120,874.00</b>
<b>Culinary Water</b>				
12" DIP Waterline	LF	1,494	\$60.00	\$89,640.00
8" PVC Waterline (Culinary)	LF	3,940	\$30.00	\$118,200.00
12" Butterfly Valve	EA	5	\$2,300.00	\$11,500.00
8" Gate Valve	EA	9	\$1,200.00	\$10,800.00
12" Fittings	EA	4	\$1,050.00	\$4,200.00
8" Fittings	EA	11	\$950.00	\$10,450.00
Fire Hydrants	EA	7	\$3,200.00	\$22,400.00
PRV Station w/SCADA	EA	1	\$45,000.00	\$45,000.00
Laterals	EA	57	\$650.00	\$37,050.00
<b>Subtotal</b>				<b>\$349,240.00</b>
<b>Storm Drain</b>				
15" RCP Class III	LF	1,676	\$45.00	\$75,420.00
Combination Catch/Clean Box	EA	6	\$3,500.00	\$21,000.00
Single Inlet Box	EA	7	\$1,700.00	\$11,900.00
5' Cleanout Box	EA	9	\$2,500.00	\$22,500.00
Detention Basin	CY	144	\$5.00	\$720.00
Side and Back Yard Drainage Swales	LF	3,295	\$12.00	\$39,540.00
<b>Subtotal</b>				<b>\$171,080.00</b>
<b>Street Improvements</b>				
Curb & Gutter w/Road Base	LF	6,385	\$15.00	\$95,775.00
Curb Wall	LF	1,105	\$10.00	\$11,050.00
5' Sidewalk w/Road Base, Back Fill Parkstrip	LF	6,385	\$16.00	\$102,160.00
3" Asphalt w/ 8" Road Base	SF	66,000	\$2.00	\$132,000.00
4" Asphalt w/ 8" Road Base and 12" Sub Base	SF	26,690	\$3.35	\$89,411.50
1-inch overlay	SF	92,690	\$1.50	\$139,035.00
Temporary turnaround	SF	10,000	\$1.50	\$15,000.00
Disabled Pedestrian Ramp	EA	6	\$260.00	\$1,560.00
Monuments	EA	6	\$300.00	\$1,800.00
<b>Subtotal</b>				<b>\$587,791.50</b>
<b>Miscellaneous</b>				
Street Signs	EA	6	\$250.00	\$1,500.00
Traffic Signs	EA	28	\$250.00	\$7,000.00
Speed Tables	EA	2	\$3,000.00	\$6,000.00
Emergency Access Gate	EA	1	\$1,000.00	\$1,000.00
Mass Grading	CY	30,000	\$3.50	\$105,000.00
As-Builts	LS	1	\$1,000.00	\$1,000.00
<b>Subtotal</b>				<b>\$121,500.00</b>
<b>Total</b>				<b>\$1,350,485.50</b>

Prepared By: Todd Johnson  
Staff Engineer

Reviewed By: [Signature]  
City Engineer

**West Jordan Bond Worksheet for LANDSCAPING and STREET LIGHTS**  
**Project: Bridgeport Subdivision**  
 Date: 6/14/12



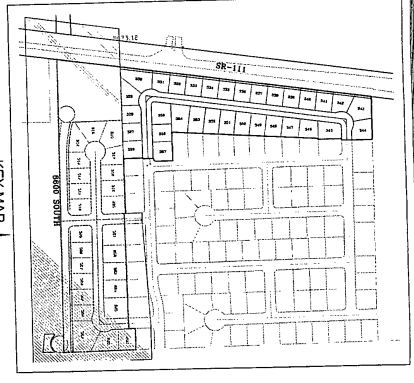
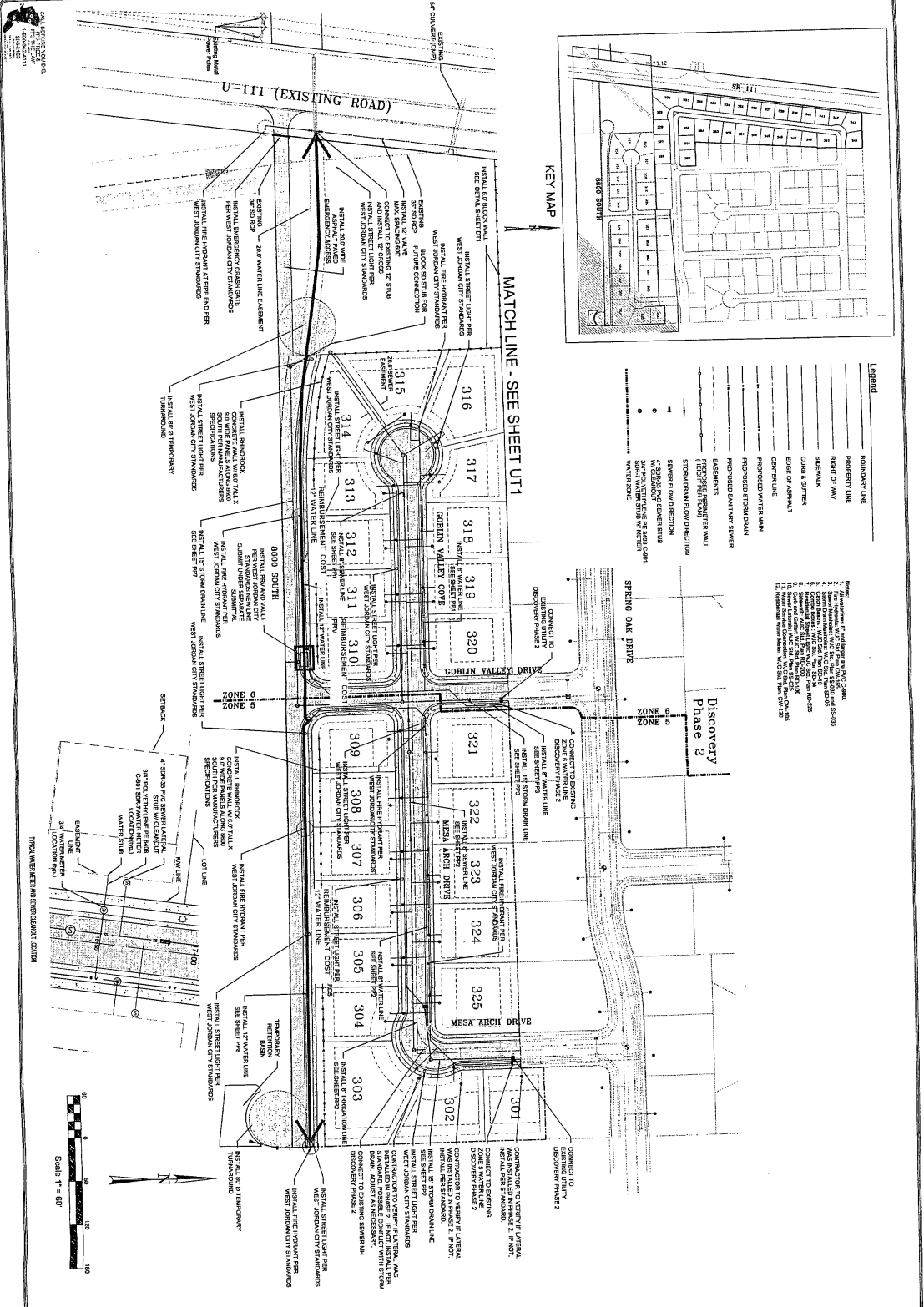
DESCRIPTION	Unit	Quant.	\$/Unit	Total
<b>Item</b>				
Street Lights 35' Pole	EA	5	\$3,900.00	\$19,500.00
Street Lights 18' Pole	EA	8	\$2,600.00	\$20,800.00
Landscaping Tree/Irrigation/sod	SF	9945	\$2.00	\$19,890.00
<b>Subtotal</b>				<b>\$60,190.00</b>
<b>Total</b>				<b>\$60,190.00</b>

Prepared By: Todd Johnson  
 Staff Engineer

Reviewed By:   
 City Engineer

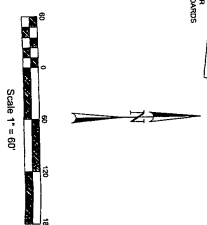
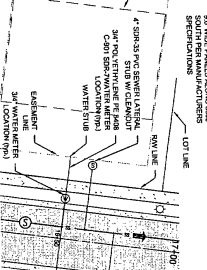
**Exhibit E**  
**Estimated Reimbursement**

DESCRIPTION	QTY	UNIT	UNIT RATE	TOTAL COST
<b>Water Line</b>				
12" PRV	1	LS	\$ 60,200.00	\$ 60,200.00
8" PVC C-900 Water Line	1,425	LF	\$ (16.75)	\$ (23,868.75)
12" PVC C-900 Water Line	1,425	LF	\$ 26.30	\$ 37,477.50
<b>Water Line Sub-Total:</b>				<b>\$ 73,808.75</b>
<b>Project Total</b>				<b>\$ 73,808.75</b>



- Legend**
- PROPOSED WATER MAIN
  - PROPOSED SEWER MAIN
  - PROPOSED STORM DRAIN
  - EXISTING WATER MAIN
  - EXISTING SEWER MAIN
  - EXISTING STORM DRAIN
  - EXISTING GAS MAIN
  - EXISTING ELECTRIC MAIN
  - EXISTING WATER SERVICE LINE
  - EXISTING SEWER SERVICE LINE
  - EXISTING STORM DRAIN SERVICE LINE
  - EXISTING GAS SERVICE LINE
  - EXISTING ELECTRIC SERVICE LINE
  - EXISTING CONCRETE WATER MAIN
  - EXISTING CONCRETE SEWER MAIN
  - EXISTING CONCRETE STORM DRAIN MAIN
  - EXISTING CONCRETE GAS MAIN
  - EXISTING CONCRETE ELECTRIC MAIN
  - EXISTING CONCRETE WATER SERVICE LINE
  - EXISTING CONCRETE SEWER SERVICE LINE
  - EXISTING CONCRETE STORM DRAIN SERVICE LINE
  - EXISTING CONCRETE GAS SERVICE LINE
  - EXISTING CONCRETE ELECTRIC SERVICE LINE

Notes:  
 1. All utilities shall be installed in accordance with the applicable codes and standards.  
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 11. All utilities shall be installed in accordance with the applicable codes and standards.  
 12. All utilities shall be installed in accordance with the applicable codes and standards.



	REVISIONS NO. DATE BY DESCRIPTION	APP. BY: [Signature] DATE: [Date] CHECKED BY: [Signature] DATE: [Date]	CLIENT: LAND SOLUTIONS, LC PROJECT: Utility Plan SHEET: UT2 TOTAL SHEETS: 1	231 West 800 South Salt Lake City, Utah 84101 <b>Ward Engineering Group</b> Planning Engineering Surveying PH: 801.487.8040 FX: 801.487.8668	<b>DISCOVERY PHASE 3</b> <b>U-111 and 8600 South,</b> <b>West Jordan City, UT</b> <b>UTILITY PLAN</b>
	SHEET: <b>UT2</b>	TOTAL SHEETS: 1	DATE: [Date]	DATE: [Date]	DATE: [Date]

**EXHIBIT F**  
**Section 8-3B-4 of the West Jordan City Code**

**8-3B-4: REIMBURSEMENT FOR SYSTEM IMPROVEMENTS:**

- A. Authorized: Improvements specifically listed but not yet built in the city capital facilities plan (CFP) may be constructed by the developer out of the CFP planned sequence if such construction is acceptable to the city and does not create unreasonable collateral hardships to the infrastructure system. The developer may request a reimbursement agreement, pursuant to provisions of this title. The eligible costs shall not exceed the costs upon which the impact fees were established. The city manager or designee shall establish a priority for the CFP improvements, and eligible costs may be reimbursed from impact fees collected, after higher priority projects in the CFP have been adequately funded.
- B. Expiration: The reimbursement for system improvements may continue until such time as the cumulative reimbursement amount being collected as, and paid from, impact fees reaches an amount equal to the maximum reimbursement for said system improvements. No reimbursement shall be due or payable in excess of the amount of impact fees available, after higher priority projects in the CFP have been adequately funded. (2001 Code § 89-6-413; amd. 2009 Code; Ord. 09-31, 10-14-2009)