

6972240

Recorded at Request of:
Return to:

NEWPORT HOLDINGS, INC. & DRAPER CITY
Draper City
12441 South 900 East
Draper, Utah 84020

05/26/98 08:21 AM **NO FEE**
6972240
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
PO BOX 1020
DRAPER, UT 84020
REC BY:V ASHBY DEPUTY - WI

**DEVELOPMENT AGREEMENT
FOR
THE HOGGAN LANE SUBDIVISION**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the ^{19th} day of May, 1998, by and between Draper City, a Utah municipal corporation, hereinafter referred to as the "City", and Newport Holdings, Inc., a Utah corporation, hereinafter referred to as the "Developer".

RECITALS:

- A. Developer owns approximately 7.20 acres of land located within the City, which property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. Developer, or its predecessor, has filed an application with the City for approval of Developer's project on the Property as a subdivision to be known as "The Hoggan Lane Subdivision" (the "Project"), a nine (9) lot subdivision.
- C. The Property is presently zoned under the City's Zoning Ordinance as RR-22. The RR-22 zoning was approved by the City on July 25, 1995, subject to development of the Property as represented on the Concept Plan presented by the Developer and accepted by the City Council on said date.
- D. The Property is subject to all of the City's ordinances and regulations, including, but not limited to, the provisions of the City's General Plan, Zoning Ordinances, engineering and construction standards, and any permits issued by the City pursuant to the foregoing ordinances and regulations, collectively referred to herein as the "City's Laws".
- E. Developer has previously submitted a preliminary and final plat for the Project. The City Council considered and approved the final plat for the Project on April 1, 1997, subject to various terms and conditions, hereinafter referred to as the "Final Plat," attached hereto as Exhibit "B" and incorporated herein by this reference.
- F. Persons and/or entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws and the provisions set forth in this Agreement.
- G. This Agreement contains certain requirements for design and development of the Property and the Project in addition to those contained in the City's Laws.

BK7985PG2806

AGREEMENT

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

1. Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement.
2. Property Development. Developer shall develop the Project on the Property as a single phased development subdivision in accordance with the City's Laws, the Final Plat approved by the City Council, and the terms and conditions of this Agreement. All required plats, drawings and other supporting documents for the Project shall be prepared and submitted to the City for review and approval.
3. Subdivision Plat. The Project has received Final Plat approval by the City subject to certain terms and conditions precedent. Development of the Project shall be conducted in strict accordance with the Final Plat and the terms and conditions of this Agreement. Following compliance with all conditions precedent for approval of the Final Plat, and obtaining of the required signatures thereon, the Final Plat shall be recorded by the City in the office of the Salt Lake County Recorder's Office. No amendments or modifications to the Final Plat for the Project shall be made by the Developer without the prior written approval of the City and in compliance with applicable procedures regarding the same.
4. Street Improvements. Except as otherwise provided herein, the standard public right-of-way width for all streets within the Project shall be a minimum of fifty feet (50') constructed with a standard cross-section consisting of twenty-five (25) feet of asphalt, two and one-half (2 ½) feet of curb and gutter, and a five (5) foot wide park strip and five (5) foot wide sidewalk on each side of the asphalt. All construction shall be without cost to the City and shall be performed in accordance with the City Engineer's requirements and the City's standards and specifications regarding public improvements. The exceptions provided herein shall be constructed and installed by Developer as more particularly described in the construction drawings set forth in Exhibit "C", attached hereto and incorporated herein by this reference, subject to approval of the City Engineer and the City Community Development Director.
5. Cherry Creek Lane.
 - a. Sidewalk and Parkstrip on North Side. No parkstrip or sidewalk shall be required to be constructed by Developer on the north side of Cherry Creek Lane.
 - b. Sidewalk East of Lot 2. The sidewalk on the south side of Cherry Creek Lane shall transition to the curb, eliminating the parkstrip immediately adjacent to Lot 2.
 - c. Right-of-Way East of the "Choke Point". The public right-of-way width for Cherry Creek Lane east of the "choke point" to the eastern property line of Lot 2, as designated in Exhibit "C", shall be forty-five feet (45') wide.
 - d. Right-of-Way at the "Choke Point". The public right-of-way width for Cherry Creek Lane at the "choke point", as designated in Exhibit "C", shall be thirty-five feet

(35') wide and shall include the standard thirty foot (30') road width and a five foot (5') wide sidewalk adjacent to the curb on the south side of the right-of-way.

e. Right-of-Way West of the "Choke Point". The public right-of-way width for Cherry Creek Lane west of the "choke point" to Boulter Street, as designated in Exhibit "C", shall transition from a thirty-five foot (35') wide right-of-way at the "choke point" to a fifty foot (50') wide right-of-way in front of Lot 1. The sidewalk on the south side of Cherry Creek Lane in this area shall transition from adjacent to the curb at the "choke point" to adjacent to the southern right-of-way line in front of Lot 1, providing a parkstrip between the sidewalk and the curb west of the sidewalk transition.

f. Right-of-Way at the Canal. At the Draper Irrigation Canal, the sidewalk on the south side of the Cherry Creek Lane right-of-way shall be located adjacent to the curb, eliminating the parkstrip over the crossing of the Canal.

6. Shadowlands Lane. Shadowlands Lane shall be constructed as the standard fifty foot (50') right-of-way, except that the sidewalk on the east side of the road shall terminate at the southern trail right-of-way line designated on the Final Plat. There shall be no sidewalk or parkstrip in front of the trail right-of-way and the sidewalk on the west (southwest) side of the road shall transition to the curb as it approaches the crossing over the Draper Irrigation Canal.

7. Boulter Street. Developer shall dedicate the Boulter Street right-of-way to the City with the Final Plat for the Project. In addition, Developer shall enter into and have recorded in the office of the Salt Lake County Recorder's Office, prior to or simultaneously with the recording of the Final Plat, a deferral agreement to run with the land, between Developer, its successors and assigns, and the City, to defer construction and installation of the curb, gutter, sidewalk, parkstrip and asphalt paving improvements to the Boulter Street right-of-way until such time as the City determines it necessary to improve Boulter Street, provided that Developer shall be required to construct the required asphalt paving improvements determined necessary by the City Engineer to connect Cherry Creek Lane to Boulter Street.

8. Dedication or Donation. Prior to or simultaneous with recording of the Final Plat for the Project, Developer agrees to dedicate, transfer and donate to the City all required easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined by the City. Developer further agrees, prior to or simultaneous with recording of the Final Plat for the Project, to dedicate and transfer all property required for street rights-of-way. Prior to dedication of such easements and rights-of-ways, Developer shall provide the City with evidence of clear title to such property including payment of all rollback taxes.

9. Trail Right-of-Way. Developer hereby agrees to voluntarily dedicate and donate to the City, free and clear of all encumbrances, a fifteen (15) foot wide trail right-of-way through the Property at those trail locations designated on the Final Plat (the "Trail Right-of-Way"). The Trail Right-of-Way shall be located approximately along the north side of Lot 9, from the Shadowlands Lane right-of-way to the Utah Transit Authority right-of-way. Developer further agrees to grade the trail dedicated hereunder as approved by the City Engineer. Developer is making the dedication and

donation of land and improvements as provided herein voluntarily as a contribution to the City and hereby waives and releases any claims for compensation therefor from the City.

10. Box Culvert. Developer shall construct a box culvert in the Draper Irrigation Canal right-of-way to accommodate the crossing of the Canal by the proposed Cherry Creek Lane public right-of-way. The culvert design and construction shall be approved by the City Engineer and the Draper Irrigation Company.

11. Existing Utility Connections. Developer shall relocate any existing utility service lines servicing the existing house currently located on Lot 2 to within the new Cherry Creek Lane right-of-way, as part of the public improvements of the Project. The meter and all other required utility facilities for the improvements on Lot 2 shall be located immediately adjacent to Lot 2. The relocation of the utility service lines shall be approved by the affected utility companies and the City.

12. Street Lights. Street lights within the Project shall be installed by the City in accordance with City ordinances, rules and/or regulations regarding the same. Developer shall pay the appropriate Street Light Fee to the City prior to recordation of the Final Plat.

13. Fencing. Developer shall construct, or cause to be constructed by individual lot owners, a six-foot (6') high fence along the southern property line of Lots 1, 2, 3, 4, 5, and 6, as required by the City and as outlined in the approved Conditions, Covenants and Restrictions for the Project. Developer shall further construct fencing at the following locations as described:

a. A six-foot (6') high chain-link fence shall be installed along both sides of the Draper Irrigation Canal running through the Project and along both sides of the walkways over said Canal along the proposed Cherry Creek Lane right-of-way; and

b. A four-foot (4') high, three-rail vinyl coated wood fence shall be installed along the southern trail right-of-way line, adjacent to Lot 9, between the Shadowlands Lane right-of-way and the Utah Transit Authority right-of-way.

14. Utilities and Infrastructure. Developer shall install natural gas, underground electrical service, sanitary sewer and culinary water supply systems for the entire Project within and up to the boundary lines of the Project. Such installation shall be done according to reasonable and customary design and construction standards of the utility providers and the City Engineer. Developer shall make arrangements with and shall comply with the requirements of the Salt Lake County Sewerage Improvement District No. 1 to provide public sanitary sewer service to the Project.

15. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the City's Laws and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's Laws and construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules, regulations and conditions.

16. Payment of Fees. Developer shall pay to the City all required fees in a timely manner which are due or which may become due pursuant to the City's Laws in connection with the Project or any phase thereof. Developer and its successors shall pay all required fees to the City in those amounts which are in effect at the time the fees are actually in fact paid to the City.

17. Bonds. Developer shall provide to the City all required bonds and security in a timely manner which are due or which may become due pursuant to City Laws in connection with the Project. Developer shall provide all required bonds to the City in those amounts which are in effect at the time the bonds are actually provided to the City. All bonds and security shall be in a form acceptable to the City.

18. City and Other Governmental Permits. Before commencement of construction or development of any building, structures, grading or other work or improvements upon any portion of the Project, Developer shall, at its expense, secure any and all permits which are required by the City or any other governmental agency having jurisdiction over the work or affected by its construction or development. Failure by the Developer to obtain all required permits when due shall constitute a default on the part of the Developer under this Agreement.

19. Compliance with Law. Developer shall comply with all applicable federal, state and City laws, ordinances, rules and regulations pertaining to Developer's activities in connection with the Project or any phase thereof.

20. Right of Access. Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

21. City Obligations. Subject to Developer complying with all of the City's Laws, rules and regulations and the provisions of this Agreement, the City agrees to provide standard municipal services to the Project consisting of police and fire protection subject to payment of all fees and charges charged or levied therefor by the City. All other services will be the responsibility of the Developer and/or the master owner's association for the Project.

22. Default. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default the non-defaulting party may, at its election, have the following remedies:

- a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.
- c. The rights and remedies set forth herein shall be cumulative.

23. Indemnification. Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from all liability, loss, damage, costs or expenses, including attorney's fees and court costs, arising from or as a result of the death

of any person or any accident, injury, loss, or damage whatsoever caused to any person or to property of any person which shall occur within the Property or occur in connection with any off site work done for or in connection with the Project which shall be caused by any acts done thereon or act or omission of the Developer or of its agents, contractors, servants, employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company, evidencing general public liability coverage for the Property and the Project in a single limit of not less than two million dollars and naming the City as an additional insured.

24. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

Newport Holdings

To the City:

Draper City
Attn: City Manager
12441 South 900 East
Draper, Utah 84020

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

25. Attorneys Fees. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

26. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property and/or the Project contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, or understandings between the parties which are not contained in this Agreement, regulatory approvals and related conditions.

27. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

28. Non Liability of City Officials and Employees. No officer, representative, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, in the event of any default or breach by the City, or for any amount which may become due Developer, or its successors or assignees, for any obligation arising under the terms of this Agreement.

29. No Third Party Rights. The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

30. Assignability. Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City. Any assignee approved by the City shall consent in writing to be bound by the terms of this Agreement as a condition of the assignment. Developer shall not transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from Developer's interest in the Project and the Property.

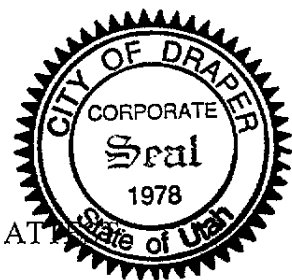
31. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns (where assignment is permitted). The covenants contained herein shall be deemed to run with the Property and the parties agree that a copy of this Agreement may be recorded in the office of the Salt Lake County Recorder, State of Utah.

32. Amendment. This Agreement may be amended only in writing signed by the parties hereto.

33. Termination. The term of this Agreement shall commence as of the date hereof and shall continue in full force and effect until five (5) years thereafter unless sooner terminated as provided herein.

34. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first herein above written.



"CITY"
DRAPER CITY

By: *[Signature]*
Mayor

Barbara L. Sadler
City Recorder

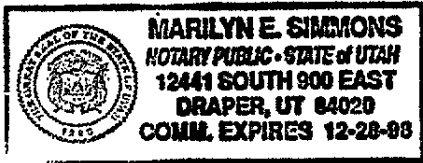
"DEVELOPER"
Newport Holdings, Inc.

By: Newport Holdings Inc.
Its: [Signature]

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
CITY OF SALT LAKE)

On this 19th day of May, 1998, personally appeared before me Richard Alson Elaine Redd, who being by me duly sworn, did say that she is the Mayor of Draper City, a municipal corporation, and that she signed the foregoing document in behalf of the City by authority of its governing body and that the City executed the same.



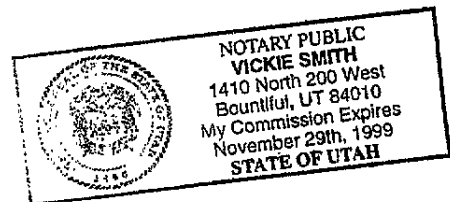
Marilyn E. Simmons
Notary Public
My Commission Expires: 12-28-98
Residing at: Salt Lake County

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
CITY OF SALT LAKE)

On this 28 day of April, 1998, personally appeared before me Kent A. Higgins who being by me duly sworn, did say that he/she is the President of Newport Holdings, Inc., a Utah corporation, and that he/she signed the foregoing document in behalf of the Corporation by authority of its board of directors and that the Corporation executed the same.

[Signature]
Notary Public
My Commission Expires: 11-29-99
Residing at: Bn + P 1 UT



BK 7985 PG 28 13

EXHIBIT "A"

PARCEL NO. 1

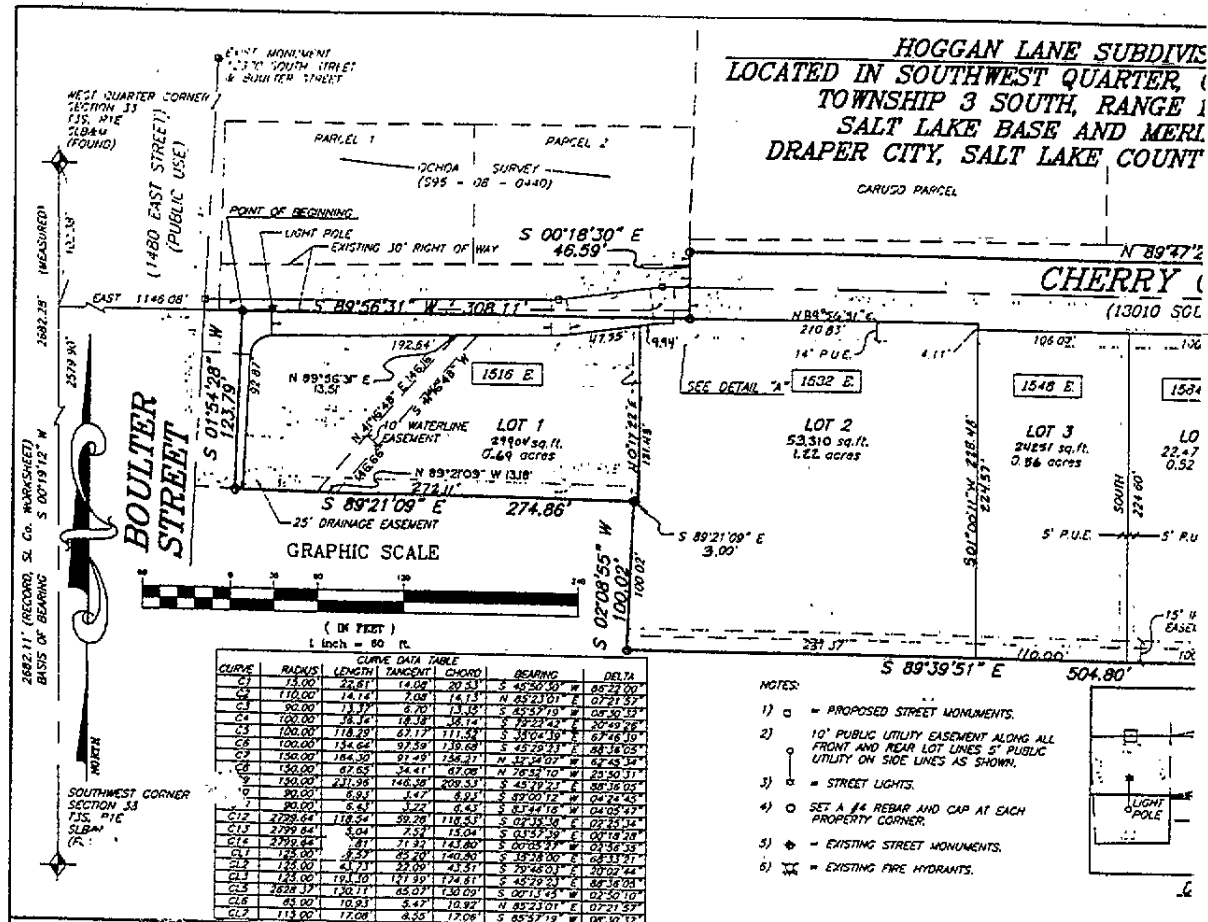
HOGGAN LANE SUBDIVISION, being a subdivision of Section 33, Township 3 South, Range 1 East, Salt Lake Base and Meridian, in the County of Salt Lake, State of Utah, according to the official plat thereof, described as follows:

BEGINNING at the Northwest Corner of an existing fence line, said point on the East line of 1480 East Street and being South 0 Degrees 19' 12" West 102.38 feet along the Section line and East 1146.08 feet from the West Quarter Corner of Section 33, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 1 Degree 54' 28" West 123.79 feet along an existing fence line to a Southwest Fence Corner, being on the East side of 1480 East Street; thence South 89 Degrees 21' 09" East 274.86 feet along a fence line to an interior fence corner; thence South 2 Degrees 08' 55" West 100.02 feet along a fence line and beyond to the extension of a fence line running East/West; thence South 89 Degrees 39' 51" East 504.80 feet along the said fence line extension; thence South 88 Degrees 53' 11" East 120.90 feet along the said fence line; thence South 89 Degrees 42' 36" East 40.63 feet along the said fence line to the Northwest Corner of The Shadowlands at Corner Canyon Subdivision; thence South 89 Degrees 44' 30" East 327.79 feet along the North line to the Northeast Corner of said Subdivision, also being the West line of the railroad right-of-way; thence Northerly 277.39 feet along the arc of a 2799.64 foot radius curve to the left, (center bears North 88 Degrees 26' 16" West and long chord bears North 1 Degree 16' 34" West 277.28 feet, with a central angle of 5 Degrees 40' 37") along the West line of the railroad right-of-way to a fence line; thence North 89 Degrees 47' 25" West 947.03 feet along the said fence line to the East line of a survey called the "OCHOA SURVEY" as prepared by Dennis L. Bailey and recorded in the Salt Lake County Surveyor's Office under file No. S95-08-0440; thence South 0 Degrees 18' 30" East 46.59 feet along and beyond the East line of said survey to a fence line; thence South 89 Degrees 56' 31" West 308.11 feet along the fence line to the point of Beginning.

-POOR COPY-
NO RECORD

BK 7985 Pg 2814

BK 7985 Pg 2814



STATE OF UTAH DIVISION OF FACILITIES CONSTRUCTION MANAGEMENT

APPROVED THIS 10 DAY OF 2015 A.D. 19 99

U.S. WEST COMMUNICATIONS

APPROVED THIS 24 DAY OF SEPTEMBER A.D. 19 97

UTAH POWER & LIGHT Co.

APPROVED THIS 24 DAY OF SEPTEMBER A.D. 19 97

MOUNTAIN FUEL SUPPLY Co.

APPROVED THIS 24 DAY OF SEPTEMBER A.D. 19 97

PLANNING COMMISSION

APPROVED THIS 23 DAY OF SEPTEMBER A.D. 19 97 BY THE SALT LAKE COUNTY PLANNING COMMISSION

SURVEYOR'S CERTIFICATE

I, KRITH R. RUSSELL do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 164386 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as **HOGGAN LANE SUBDIVISION**

and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

ACKNOWLEDGEMENT

STATE OF UTAH County of Salt Lake) S.S.

On the ___ day of _____ A.D., 19___, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

S.L.Co. SEWER DIST. No. 1

APPROVED THIS 23 DAY OF SEPTEMBER A.D. 1997

DRAPER IRRIGATION Co.

APPROVED THIS 6 DAY OF SEPTEMBER 1997

BOUNDARY DESCRIPTION

Beginning at the Northwest Corner of the existing fence line, 2nd point on the east line of 1480 East Street and being South 07°12' West 102.38 feet along the section line and East 114°03' West from the West Quarter Corner of Section 33, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 154°28' West 123.79 feet along and existing fence line to a Southwest Fence Corner, being on the east side of 1480 East Street;

thence South 89°21'09" East 274.86 feet along a fence line to an interior fence corner;

thence South 708°35' West 100.02 feet along a fence line and beyond to the extension of a fence line running east/west;

thence South 89°39'51" East 504.80 feet along the said fence line extension;

thence South 85°31'11" East 120.90 feet along the said fence line;

thence South 89°42'26" East 48.83 feet along the said fence line to the Northeast Corner of the Subdivision 41 Corner Corner Subdivision;

thence South 89°44'20" East 327.79 feet along the north line to the Northeast Corner of said subdivision, also being the west line of the railroad right-of-way;

thence northerly 277.20 feet along the arc of a 2799.64 foot radius curve to the left, (center bears North 85°25'16" West and long chord bears North 118°34' West 277.24 feet, with a central angle of 3°40'37") along the west line of the railroad right-of-way to a fence line;

thence North 85°47'25" West 847.02 feet along the said fence line to the east line of a survey called the "CHORDA SURVEY" as prepared by Dennis L. Bailey and recorded in the Salt Lake County Surveyor's Office under file no. 589-08-0440;

thence South 07°18'50" East 46.58 feet along and beyond the east line of said survey to a fence line;

thence South 85°55'31" West 406.11 feet along the fence line to the point of beginning.

Contains 7.20 acres

Mike Menzies
 License No. 164386

CITY ENGINEER

I hereby certify that I have had this plan examined by this office and it is correct and in accordance with information on file and is hereby approved.

APR APRIL 01

DATE: MIKE MENZIES RE.

BK 7985 Pg 2815

ANE SUBDIVISION

TOWNSHIP 3 SOUTH, RANGE 1 EAST
E BASE AND MERIDIAN

ACKNOWLEDGEMENT

STATE OF UTAH }
County of Salt Lake } S.S.

On the 27 day of February A.D. 1998, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said state of Utah, the signer() of the above Owner's dedication, in number, who duly acknowledged to me that Douglas J. Beck signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES:
NOTARY PUBLIC
RESIDING IN Salt Lake COUNTY

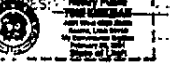


ACKNOWLEDGEMENT

STATE OF UTAH }
County of Salt Lake } S.S.

On the 19 day of MARCH A.D. 1998, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said state of Utah, the signer() of the above Owner's dedication, in number, who duly acknowledged to me that signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES:
NOTARY PUBLIC
RESIDING IN Salt Lake COUNTY



ACKNOWLEDGEMENT

STATE OF UTAH }
County of Salt Lake } S.S.

On the day of A.D. 19 , personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said state of Utah, the signer() of the above Owner's dedication, in number, who duly acknowledged to me that signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES:
NOTARY PUBLIC
RESIDING IN COUNTY

ACKNOWLEDGEMENT

STATE OF UTAH }
County of Salt Lake } S.S.

On the day of A.D. 19 , personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said state of Utah, the signer() of the above Owner's dedication, in number, who duly acknowledged to me that signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES:
NOTARY PUBLIC
RESIDING IN COUNTY

ACKNOWLEDGEMENT

STATE OF UTAH }
County of Salt Lake } S.S.

On the day of A.D. 19 , personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said state of Utah, the signer() of the above Owner's dedication, in number, who duly acknowledged to me that signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES:
NOTARY PUBLIC
RESIDING IN COUNTY

ACKNOWLEDGEMENT

STATE OF UTAH }
County of Salt Lake } S.S.

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RESIDING IN COUNTY

ACKNOWLEDGEMENT

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County of Salt Lake } S.S.

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County of Salt Lake } S.S.

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NOTARY PUBLIC
RESIDING IN COUNTY

ACKNOWLEDGEMENT

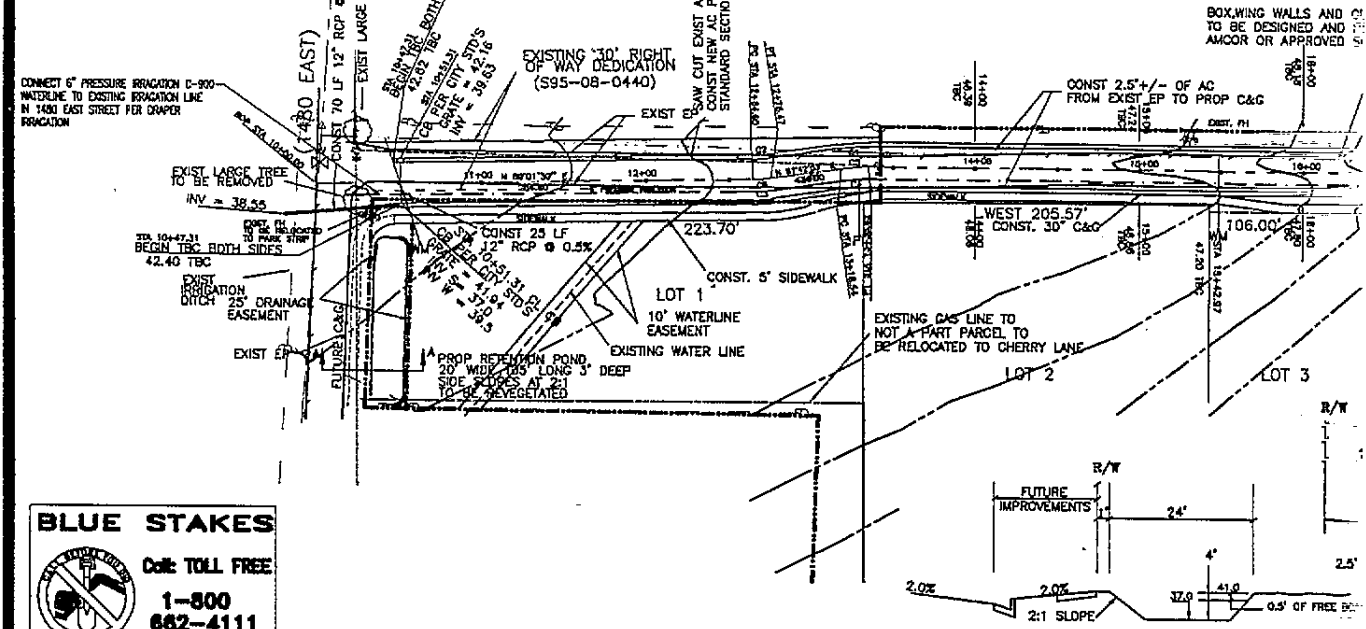
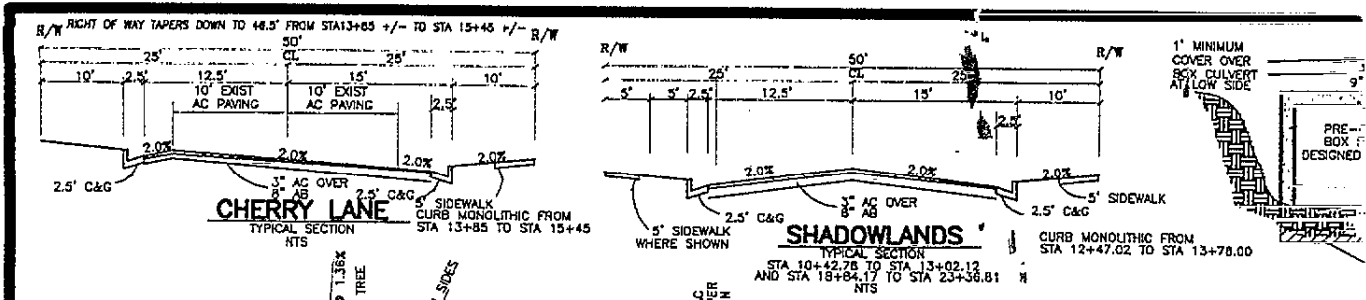
STATE OF UTAH }
County of Salt Lake } S.S.

On the day of A.D. 19 , personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said state of Utah, the signer() of the above Owner's dedication, in number, who duly acknowledged to me that signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES:
NOTARY PUBLIC
RESIDING IN COUNTY

POB 1054

BK7985P62818

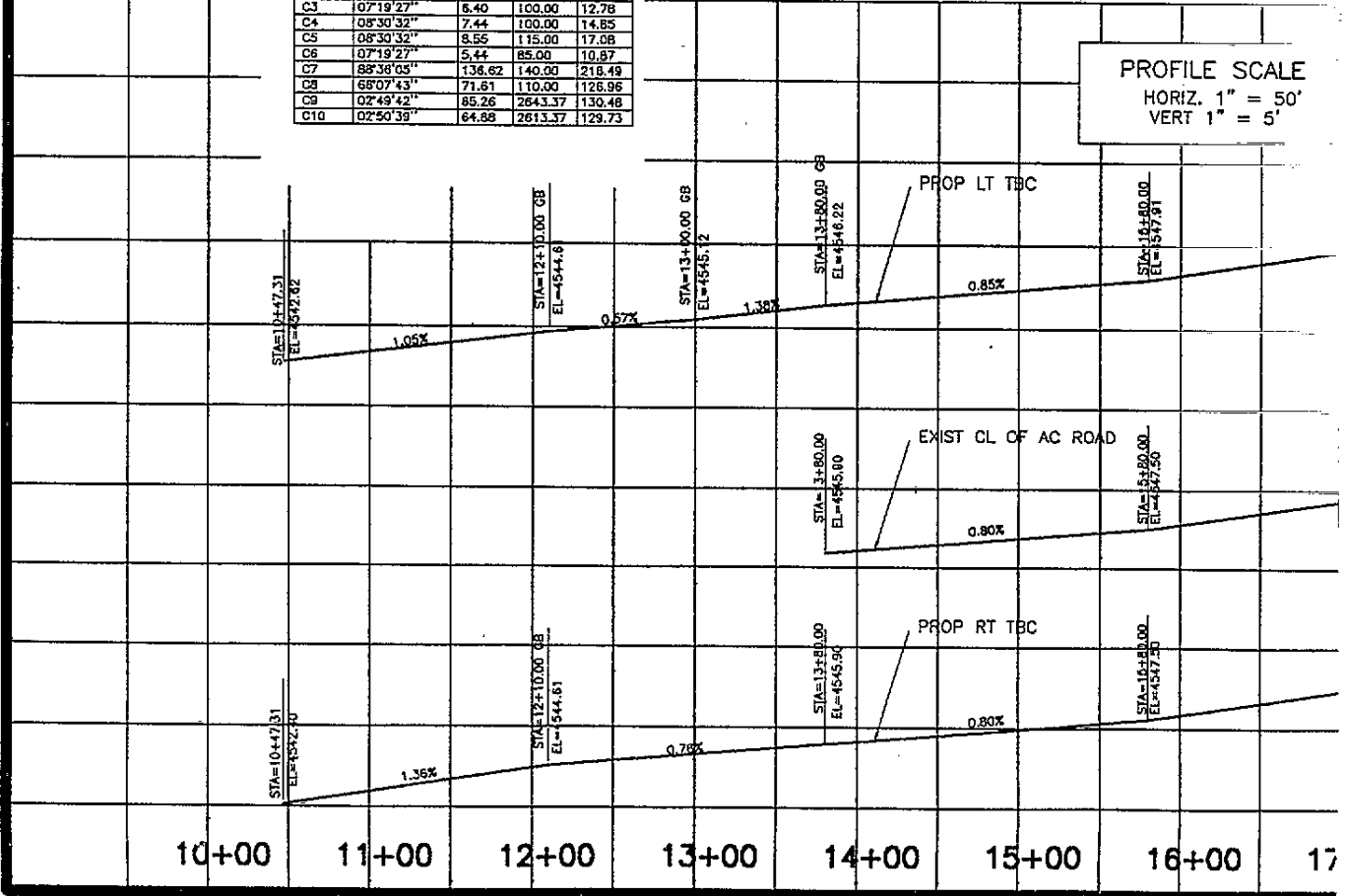


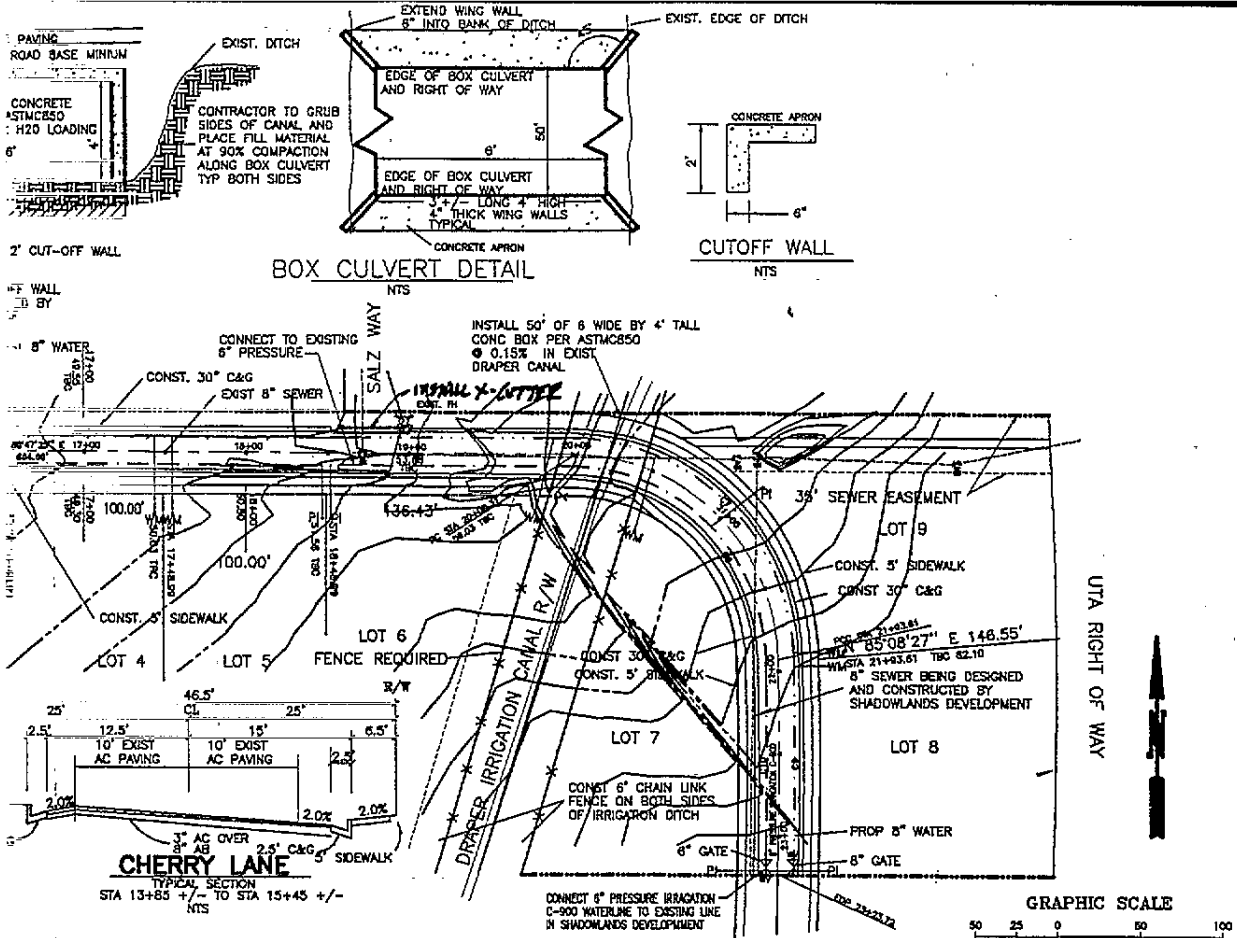
BLUE STAKES
 Call TOLL FREE
1-800-662-4111
 TWO WORKING DAYS BEFORE YOU DIG

NUMBER	IC	T	R	L
C1	08°30'32"	9.67	130.00	19.31
C2	07°19'27"	4.48	70.00	8.95
C3	07°19'27"	5.40	100.00	12.78
C4	08°30'32"	7.44	100.00	14.85
C5	08°30'32"	8.55	115.00	17.08
C6	07°19'27"	5.44	85.00	10.87
C7	88°36'05"	136.62	140.00	218.49
C8	68°07'43"	71.61	110.00	126.96
C9	02°49'42"	85.26	2643.37	130.48
C10	02°50'39"	64.88	2613.37	129.73

SECTION A-A DETENTION BASIN TO BE REVEGETATED

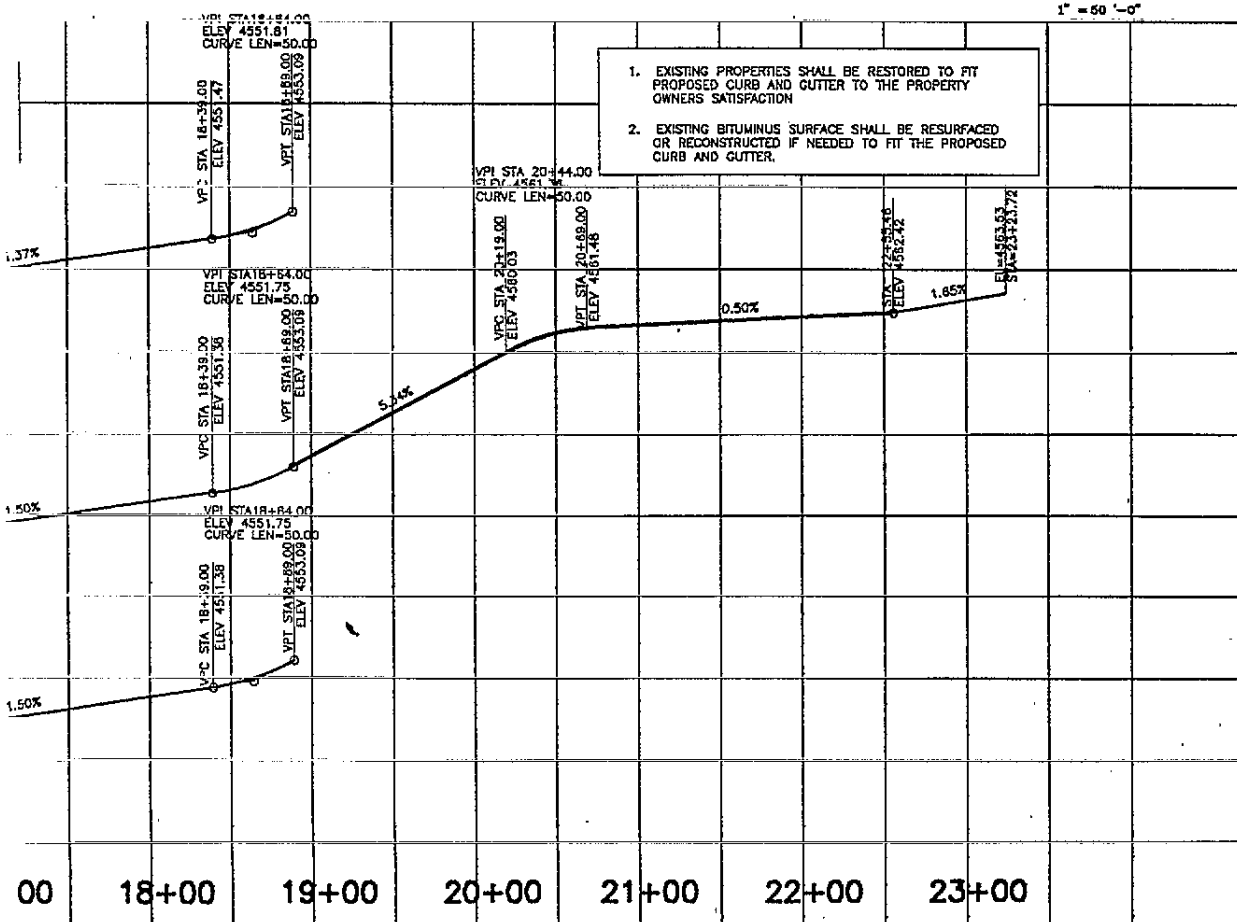
PROFILE SCALE
 HORIZ. 1" = 50'
 VERT 1" = 5'





Drawn By	MDB
Designed By	MDS
Checked By	MJC
File Name	9517
Plot Date	4/19/98
Revision No.	
Date	

142289
 M. JAY CHRISTIANSEN



- EXISTING PROPERTIES SHALL BE RESTORED TO FIT PROPOSED CURB AND GUTTER TO THE PROPERTY OWNERS SATISFACTION
- EXISTING BITUMINOUS SURFACE SHALL BE RESURFACED OR RECONSTRUCTED IF NEEDED TO FIT THE PROPOSED CURB AND GUTTER.

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 LAND PLANNING & CIVIL ENGINEERING
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STREET/UTILITY PLANS
HOGGAN LANE SUBDIVISION
 DRAPER, UTAH

SHT	1	OF	1
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