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Book - 8371 Pg - 5674-5810
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: RDJ, DEPUTY - WI 139 P.

When Recorded, Please Return to:

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

7669693

**DEVELOPMENT AGREEMENT
FOR THE JORDAN HILLS VILLAGES,
WEST JORDAN, UTAH**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of this 28th day of June, 2000, by and between Jordan Hills Villages LLC, a Utah limited liability company ("Developer"), and the City of West Jordan, a municipality and political subdivision of the State of Utah, by and through its City Council (the "City").

RECITALS:

A. Developer owns or has the contractual right to acquire approximately 655 acres of real property located within the city limits of West Jordan, Salt Lake County, Utah, as reflected in Exhibit "A" which is attached hereto and by this reference made a part hereof (the "Property"), on which it proposes the development of a mixed-use master planned community known as Jordan Hills Villages, as more fully described in the Preliminary Development Plan, dated June 16th, 2000 (the "Preliminary Plan"), a copy of which is attached hereto as Exhibit "B" (the "Project"). Also included within the Project boundaries is an additional approximately 20 acre site owned by the Jordan School District, which when combined with the Property owned by the Developer makes the total Project size approximately 675 acres.

B. The City has authorized the negotiation and adoption of development agreements under appropriate circumstances where the proposed development contains outstanding features which advance the policies, goals and objectives of the City General Plan, fosters and promotes the atmosphere desired by the citizens of the City, and contributes to capital improvements, business growth, and development which substantially benefit the City.

C. Developer is willing to design and develop the Project in such a fashion as to harmonize the uses of the Project in accordance with the objectives of the City General Plan and to promote the long-range City development objectives and policies.

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D. Developer and the City desire to address specific planning issues as set forth below and in the exhibits hereto and to clarify certain standards that will be applied in connection with the development of the Project.

E. Pursuant to a duly noticed public hearing on February 2, 2000, the City's Planning Commission voted to recommend to the City Council that the Property be rezoned from A-5 and A-20 to P-C (Planned Community). The Planning Commission's recommendation was based upon a draft of the Preliminary Plan. Contemporaneously with its consideration of this Agreement, the City Council, pursuant to a duly noticed public hearing, has considered the Preliminary Plan and the proposed re-zoning contemplated thereby.

F. The City and Developer each have agreed to allocate and pay certain costs in connection with the improvement of certain public roads and infrastructure within and adjacent to the Project.

G. The City, acting pursuant to its authority under Utah Code Ann. § 10-9-101, et seq. and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter to be fully kept and performed, the parties hereby agree as follows:

1. Zoning & Amendment of Capital Facilities Plan.

1.01 Re-Zoning of the Property. As a condition precedent to the obligations of the parties hereunder, this Agreement is contingent upon and will only become effective at such time, and in the event that, the City Council, in the independent exercise of its legislative discretion elects to approve the rezoning of the Property from A-5 and A-20 to P-C (Planned Community) and adopts by ordinance the Preliminary Plan, or a final version of such plan mutually acceptable to the City and Developer, as the applicable P-C (Planned Community) zoning ordinance for the Property and amends the City's zoning map to reflect the same, following all necessary public hearings necessary for the implementation of said rezoning and this Agreement.

2. Approved Use, Density, Intensity, General Configuration, and Development Standards Affecting the Project.

2.01 Property Affected by this Agreement. The legal description of the Property contained within the Project boundaries is attached and specifically described in Exhibit "A." No additional property may be added to this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the parties hereto. The parties acknowledge that an approximately 20 acre site located within the Project is owned by the Jordan School District and included within the Project boundaries. Notwithstanding the inclusion of property owned by the Jordan School District within the Project boundaries, this Agreement shall not be deemed to create

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any additional land use regulations applicable to the Jordan School District beyond that authorized by Utah Code Ann. § 10-9-106 with respect to any land owned presently or in the future by the Jordan School District.

2.02 Approved Use, Density, Intensity, and General Configuration. The approved use, density, intensity, and general configuration for the Project are set forth in Sections II (Land Use) and III (Zoning Regulations) of the Preliminary Plan, including Figure 4 thereof. The development and construction of the various portions of the Project shall proceed pursuant to and consistent with the requirements of Sections II and III of the Preliminary Plan.

2.03 Approved Development Standards. Community Design Features/Elements are set forth in Section IV of the Preliminary Plan (the "Development Standards"). The development and construction of the various portions of the Project shall proceed pursuant to and consistent with the Development Standards as and to the extent the particular standards are applicable to various portions of the Project, all as more specifically set forth in the Development Standards.

2.04 Design Conditions. In connection with the development of various phases of the Project, Developer may submit for review and comment by the City prior to their adoption and recordation additional covenants, conditions, and restrictions ("Design Conditions") that, if adopted and recorded, shall be applicable to such phases and in addition to the Development Standards.

3. Vested Rights and Reserved Legislative Powers.

3.01 Vested Rights. Subject to Section 3.02, Developer shall have the vested right to develop and construct the Project in accordance with the Preliminary Plan and the uses, densities, intensities, general configuration of development, Development Standards, and Design Conditions described and incorporated in Sections 2.02, 2.03, and 2.04, applying the platting, adopted P-C zoning, subdivision, development, growth management, adequate capital facilities, transportation, environmental, open space, and other land use plans, policies, processes, ordinances, and regulations (together, the "Land Use Laws") in existence and effective on the date of final approval of this Agreement (the "Vesting Date"), and applying the terms and conditions of this Agreement.

3.02 Reserved Legislative Powers. Nothing in this Agreement shall limit the City's future exercise of its police power in enacting generally applicable Land Use Laws after the Vesting Date. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine.

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4. Further Approvals.

4.01 Subdivision Plat Approval and Compliance with Development Standards and Design Conditions. Subject to Section 3.01, Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable requirements necessary for approval and recordation of subdivision plats and site plans for the Project. Developer shall have the right to submit for review and approval by the City preliminary and final subdivision plats and site plans and covenants, conditions, and restrictions consistent with the approved uses, density, configuration, Development Standards and Design Conditions set forth in the Preliminary Plan and this Agreement.

4.02 Phasing of the Project. The Project may be developed in phases. Phasing of the Project shall take into account orderly development of the Property and the Project in accordance with the phasing plan which is part of the Preliminary Plan attached as Exhibit "B", coordination in connection with the installation of infrastructure improvements, future utility capacity needs, availability of access, adequacy of utilities and related considerations, and provision of open space as provided herein. The phasing of the Project shall be determined by the Developer in the exercise of its business judgment; provided, that such phasing provides a logical extension of the road system, infrastructure and facilities through the Project in conformance with the requirements of the Land Use Laws in existence and effective as of the Vesting Date and terms of this Agreement, generally following the anticipated phasing set forth on the Reimbursed Improvements/Project Phasing Schedule set forth in Exhibit "C".

4.03 Timeliness. Where further approvals from the City are necessary, the City agrees to cooperate in processing requests for such approvals, and such approvals shall not be unreasonably withheld or delayed.

5. Public Improvements.

5.01 Project Improvements. Subject to the reimbursements for Reimbursed Improvements required pursuant to this Section 5, all other public improvements associated with the Project shall be considered Project improvements which shall be constructed and installed at the Developer's sole expense in accordance with the City's Development Construction Standards and the terms of this Agreement.

5.02 System Improvements. Developer shall in a timely manner design, engineer, and construct (or cause to be designed, engineered, and constructed) those certain improvements (the "Reimbursed Improvements") identified in a written reimbursement agreement between Developer and the City to be entered into contemporaneously herewith (the "Reimbursement Agreement"). Developer shall be entitled to reimbursement from the City for such Reimbursed Improvements as provided for in the Reimbursement Agreement. The Reimbursed Improvements shall be constructed in three (3) phases (collectively the "Construction Phases") as set forth in the Reimbursement Agreement and Reimbursed Improvements/Project Phasing Schedule set forth on Exhibit "C". The size of the capital facility improvements as set forth on Exhibit "C" are approximate and subject to further change and revision during the final design and approval process. The Reimbursed

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Improvements within each Construction Phase will also be constructed contemporaneously and in coordination with certain other system improvements that are being constructed by the City (the "City Constructed Improvements"). The City covenants and agrees that it will use its best efforts to complete all City Constructed Improvements within a Construction Phase on a timely basis so as coordinate completion of the Reimbursed Improvements and the City Constructed Improvements contemporaneously. The parties shall use their best efforts to complete the Construction Phases by the Developer and/or the City, as the case may be, not later than the completion dates established for such Construction Phases in the Reimbursement Agreement and accompanying schedules. Upon completion of the various Construction Phases, Developer shall, subject to Developer's submission to the City of conforming applications and tender of regularly scheduled fees, be entitled to apply for and receive building permits for residential structures within platted phases of the Project associated with the various Construction Phases. The relationship between the various Construction Phases and the associated phases that can be built out upon completion of the various Construction Phases are more fully set forth in the schedules attached to the Reimbursement Agreement. Developer shall not be issued any building permits for residential structures within a phase of the Project unless and until the City Constructed Improvements and Reimbursed Improvements in the Construction Phase associated with the said phase have been completed. This restriction shall not apply to the issuance of permits for the completion of infrastructure improvements within approved and platted phases within the Project. It is the understanding of the parties that all of the system improvements that are included as part of the Reimbursed Improvements as set forth on Exhibit "C" are presently included in the City's Capital Facilities Plan. To the extent that any additional clarification is necessary in order to address the specificity and level of detail for such system improvements as provided on Exhibit "C", the City agrees to initiate a process to update and amend its capital facilities plan and to consider adding, in the exercise of its independent legislative discretion and in accordance with existing law, the above projects to the list of capital facilities and thus qualify the said facilities for credits and/or reimbursements under the Reimbursement Agreement.

5.03 Boundary Street Improvements. The Project is bordered by portions of 7400 South, 7800 South, 8200 South, 8400 South, 6400 West and 6600 West (collectively the "Boundary Streets"). In compliance with the City's Development Construction standards, where Developer does not own the property on both sides of the Boundary Streets, Developer shall fully improve the applicable Boundary Street in connection with the construction of each phase abutting such portion of the applicable Boundary Street as set forth below. Improvements for the Boundary Streets shall include curb and gutter on each side of the Boundary Street, asphalt for the full travel width of the street, road base, sidewalk on the Property side of the said street, and all related underground public improvements and utilities. Developer shall not be required to bond for or construct any improvements to the non-Property side of the applicable Boundary Street rights-of-way beyond the back-of-curb on the non-Property side of the right-of-way. Developer shall dedicate such portions of the applicable rights-of-way as are required to accomplish the foregoing improvements, but Developer shall have no obligation to dedicate any needed right-of-way for improvements eventually to be constructed on the non-Property side of the applicable Boundary Street beyond the back-of-curb on the non-Property side of the right-of-way. The City agrees that it will consider the adoption of an ordinance providing for the reimbursement to developers for the costs of dedicating rights-of-way and the engineering and construction of applicable improvements in excess of that typically required of

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developer's (i.e. one-half of the required right-of-way and one-half of the engineering and improvement costs for boundary streets) vis-a-vis some form of "Pioneering Agreement." The City agrees that with respect to the dedication and improvement of any such Boundary Street, the Developer shall be entitled to participate in the benefits of any such ordinance that may be adopted in the independent exercise of the Council's legislative discretion. The City and Developer shall enter into a pioneering agreement in a form consistent with any such ordinance if adopted by the City contemporaneously with Developer's posting of required security to complete any such boundary streets. Developer and the City anticipate that such a pioneering agreement will generally provide for the reimbursement to Developer for the costs of dedicating any needed right-of-way in excess of one-half of the right-of-way located on the Property side of the applicable right-of-way and the costs of engineering and constructing the applicable improvements to the non-Property side of the applicable Boundary Street right-of-way by landowners adjoining the non-Property side of the said right-of-way when and as such landowners develop their respective properties.

6. Miscellaneous Provisions

6.01 Term of this Agreement. The term of this Agreement shall be for a period of fifteen (15) years following the date of its adoption by the City Council, unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement.

6.02 Impact Fees. Nothing in this Agreement shall exempt, release or excuse Developer or its successors and assigns from paying any impact fees or other fees and charges required for development of the Property, or any portion thereof, pursuant to the ordinances and resolutions of the City, except where credits against such fees are granted hereunder to Developer by the City or pursuant to the Reimbursement Agreement.

6.03 Construction Standards. Construction standards for all portions and phases of the development shall be governed by the most current edition of the Utah State Building, Plumbing, Mechanical, Electrical, and Fire Codes, as enforced by the City as the primary governing agency, at the time of application for building permit. No part of this Agreement shall be deemed to supersede these standards.

6.04 Dedication, Conveyance, and Preservation of Roadways and Open Space. Developer voluntarily agrees to dedicate and convey by special warranty deed or by plat dedication, at no cost to the City and free and clear of liens and encumbrances, except those existing on the Property on the date of acquisition by Developer and those agreed to by the parties, any areas designated on any plat or site plan to be used as roadways, storm water detention basins, parks, and amenities, to the extent generally described in the Preliminary Plan in order to assure use of the land consistent with the policies, goals, and objectives of the City General Plan. All parcels to be dedicated or conveyed to the City pursuant to the terms hereof shall be conveyed at the time of recordation of the applicable plat for a phase of the Project or at any earlier time agreed to by the parties. The City agrees to operate, maintain, repair, and replace as necessary all dedicated lands and improvements.

6.05 Dedication of Site for Future Fire Station. Developer voluntarily agrees to dedicate and convey by special warranty deed, at no cost to the City and free and clear of all liens and

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encumbrances, except those existing on the Property on the date of acquisition by Developer and those agreed to by the parties, a site not to exceed two (2) acres in size for a future fire station at a location to be mutually agreed upon by the parties hereto. The future fire station site shall be dedicated or conveyed to the City pursuant to the terms hereof at the time of the recordation of the applicable phase or plat of the Project in which the future fire station site is located, or at any earlier time agreed to by the parties. The City agrees to operate, maintain, repair and replace as necessary all property dedicated for a future fire station site and related improvements.

7. Successors and Assigns.

7.01 Binding Effect. This Agreement shall be binding on the successors and assigns of the Developer in the ownership or development of any portion of the Project.

7.02 Transfer of Development. Developer shall be entitled to transfer any portion of the Project subject to the terms of this Agreement upon written notice to the City. Developer also shall be entitled to transfer the Developer's entire remaining interest in the Project, including Developer's rights and obligations under this Agreement to a third party, subject to the terms of this Agreement upon written notice to the City. In the event of any such complete transfer of Developer's interest in the Project with the prior consent of the City, the transferee shall be deemed to be the Developer for all purposes under this Agreement with respect to that portion of the Project transferred.

Nothing in this Section shall prohibit Developer, without the consent of the City, from selling residential lots or from leasing space in the ordinary course of the business of operating a commercial center for occupancy of buildings to be developed in the Project, or prohibit the Developer from leasing or selling a portion of the Project to one or more tenants or other use occupants for the purpose of erecting, constructing, maintaining, and operating (or causing to be erected, constructed, maintained, and operated) commercial improvements thereon consistent with the requirements of the Preliminary Plan. The provisions of this Section shall not prohibit the granting of any security interests for financing the acquisition and development of residential lots, commercial structures, or other development parcels within the Project, subject to Developer complying with the City's laws and the requirements of this Agreement.

7.03 Assignment. Notwithstanding Section 7.02, neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of building improvements on the parcels with the Developer retaining all rights and responsibilities under this Agreement.

7.04 Release of Developer. In the event of a transfer of all of the remaining portion of the Project and upon assumption by the transferee of the Developer's obligations under this Agreement, the transferee shall be fully substituted as the Developer under this Agreement, and the Developer executing this Agreement shall be released from any further obligations with respect to this Development Agreement.

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8. General Terms and Conditions.

8.01 Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Property and shall be deemed to run with the land, shall encumber the same, and shall be binding on all successors in the ownership of any portion of the Property.

8.02 Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights.

8.03 State and Federal Law. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with State and Federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with State or Federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with State or Federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

8.04 Relationship of Parties and No Third Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties. It is specifically understood by the parties that: (a) the Project is a private development; (b) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property other than its reimbursement obligations set forth in the Reimbursement Agreement unless the City accepts the improvements in connection with a dedication plat or deed approval; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

8.05 Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Project, this Agreement shall be deemed to refer to other developed and subdivided properties in the City.

8.6 Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

8.7 Cost of Enforcement. If this Agreement or any of its material provisions are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

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8.8 Notices.

All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

If to the City: West Jordan City Corporation
8000 South Redwood Road
West Jordan, UT 84088
Attn: Community Development Director
Fax No.: (801) 569-5099

With a copy to: Jody K Burnett
Williams & Hunt
257 East 200 West, #500
Salt Lake City, UT 84111
Fax No.: (801) 364-4500

If to Developer: Jordan Hills Villages LLC
4198 East Prospector Drive
Salt Lake City, UT 84121
Attn: Terry C. Diehl and Lee Conant
Fax No.: (801) 943-2948

With copy to: Robert A. McConnell
Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, UT 84111
Fax No.: (801) 532-7750

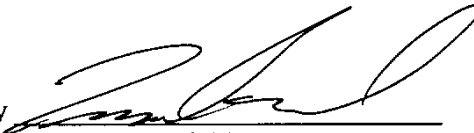
8.8 Effectiveness of Notice. Any notices sent by certified mail shall be effective on the date on which such notice is sent. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

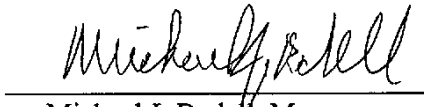
8.9 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

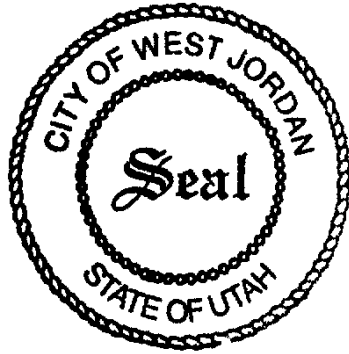
BOOK 8371 PAGES 682

EXECUTED as of the day and year first above written.

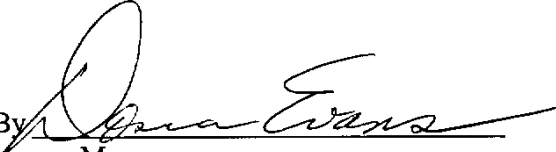
JORDAN HILLS VILLAGES LLC
a Utah limited liability company

By 
Terry C. Diehl, Manager

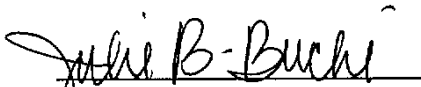
By 
Michael J. Boden, Manager



CITY OF WEST JORDAN

By 
Mayor

Attest:


Julie B. Buchi
City Recorder

APPROVED AS TO FORM

West Jordan City Attorney

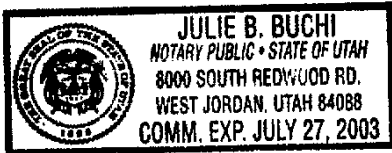
By: 

Date: 6-28-00

BOOK 8371 PAGE 5683

STATE OF UTAH)
)
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)
COUNTY OF SALT LAKE)

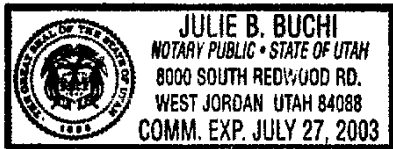
The above instrument was acknowledged before me by Terry C. Diehl, a Manager of Jordan Hills Villages LLC, this 28th day of June, 2000.



Julie B. Buchi
Notary Public
Residing in S.L. County

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

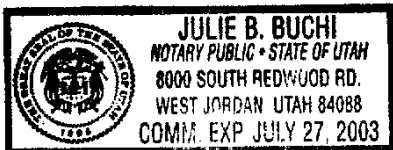
The above instrument was acknowledged before me by Michael J. Bodell, a Manager of Jordan Hills Villages LLC, this 28th day of June, 2000.



Julie B. Buchi
Notary Public
Residing in S.L. County

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

The above instrument was acknowledged before me by Donna Evans, the Mayor of the City of West Jordan, this 28th day of June, 2000.



Julie B. Buchi
Notary Public
Residing in SL County

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EXHIBIT

ALTA/ACSM L&T

Located in Sections 27, 33, 34 & 35

Range 2 West, Salt Lake Base

NOT LEGIBLE FOR MICROFILM
CO. RECORDER

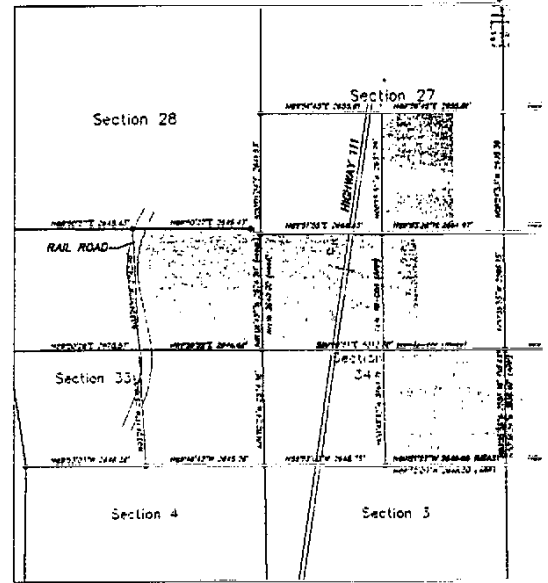
Legal Description

Beginning at a point which lies South 89°53'28" West 1093.35 feet along the North section line of Section 34 from the Northeast corner of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian; and traversing thence
 South 89°53'28" West 800.78 feet along said North section line; thence leaving said section line South 00°35'55" East 2582.30 feet to a point on the East-West center of section line of Section 34; thence
 South 89°59'26" East 1894.15 feet along said center of section line to the East 1/4 corner of Section 34; thence leaving said line
 South 89°30'25" East 2180.88 feet along the East-West center of section line of Section 35; thence leaving said line
 South 00°28'42" East 1296.36 feet; thence
 North 89°45'09" West 2158.89 feet to a point on the East section line of Section 34; thence
 South 00°35'55" East 1293.07 feet along said section line to the Southeast corner of Section 34; thence leaving said line
 North 89°51'27" West 2648.85 feet along the South section line of Section 34 to the South 1/4 corner of Section 34; thence leaving said line
 North 00°48'52" West 3502.88 feet along the North-South center of section line of Section 34; thence leaving said line
 North 89°59'33" West 873.86 feet to a point on the East right-of-way line of State Highway 111; thence
 South 08°02'35" West 931.90 feet along said right-of-way line to a point on the East-West center of section line of Section 34; thence leaving said right-of-way line
 North 89°59'11" West 1640.89 feet along said center of section line to the West 1/4 corner of Section 34; thence leaving said line
 South 89°20'42" West 2501.84 feet along the East-West center of section line of Section 33 to a point on the East right-of-way line of a Kennecott Copper Corporation Railroad right-of-way. Said point also being a point on the arc of a 2183.00 foot radius non-tangent curve to the left (bearing to radius = N67°59'34"W)
 thence leaving said center of section line and traversing along said right-of-way the following
 Three courses:
 Northwestern 503.22 feet along the arc of said curve through a central angle of 13°19'03"; thence
 North 11°18'57" West 1040.38 feet to the point of curvature of a 2018.00 foot radius curve to the right; thence
 Northeasterly 1240.25 feet along the arc of said curve through a central angle of 35°12'49" to a point on the North section line of Section 33; thence
 leaving said railroad right-of-way
 South 89°50'27" East 2347.89 feet along said section line to the Northeast corner of Section 33; thence leaving said section line
 South 89°50'27" East 81.37 feet to a fence line; thence
 South 01°01'43" East 129.00 feet along said fence line; thence leaving said fence line
 North 89°51'55" East 131.83 feet to the Northwest corner of Section 34; thence
 North 89°51'55" East 2868.85 feet along the North section line of Section 34 to the North 1/4 corner of Section 34; thence leaving said section line
 North 00°15'55" West 2324.05 feet along the North-South center of section line of Section 27; thence leaving said section line
 North 48°31'59" East 436.31 feet to a point on the East-West center of section line of Section 27; thence
 North 89°56'45" East 1229.57 feet along said section line; thence leaving said center of section line
 South 00°27'53" East 2636.34 feet to the point of beginning.

less and excepting the following described right-of-way for Highway 111

The following is the centerline of a 125' wide highway right-of-way for State Highway 111, said right-of-way lying 50' on the East and 75' on the West of said centerline, being more particularly described as follows:
 Beginning at a point on the North section line of Section 34, said point lying South 89°51'55" West 687.73 feet along the North section line of Section 34 from the North 1/4 corner of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian; and traversing thence
 South 08°02'35" West 2804.38 feet to a point on the East-West center of section line of Section 34, said point lying South 21°48'02" West 2779.28 feet from the North 1/4 Corner of Section 34.

contains 28,530,142 sf or 654.86 acres more or less



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M.T.S.

Benchmark is the N
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BOOK 8371 PG 5685

AutoCAD File: P:\Wasatch Pacific\RichardsProperty\Alta-2b.dwg Plotted at: Mon Jun 19 15:07:25 2000
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REVISIONS			
NO.	DATE	BY	REVISION

DRAWN BY: law
 DESIGN BY: law
 CHECKED BY: ME
 DATE: 01/09/99

CLIENT: Wasatch Pacific
 DWG: ALTA-1.dwg
 JOB No: WAS012

Ward Engineering Group
 Planning • Engineering • Surveying

A

Title Survey

Township 2 South
 Meridian

Surveyor's Certificate

I, Sattor N. Tabriz, do hereby certify
 To: Wasatch Pacific
 To: Metro National Title

That this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and ACSM in 1992 and is a "Rural" survey. The easements shown on this survey are based upon Commitment Policy No. 98022194 prepared by Metro National Title.

Date: Sattor N. Tabriz
 Utah Registered Land Surveyor
 License No. 153100

Narrative

- The purpose of this survey was to establish Property corners and boundary lines for the property shown on sheet 1 of 2 and described hereon for Wasatch Pacific.
- The property was surveyed on November 14, 1998.
- Monuments found and used in the course of this survey were as follows:

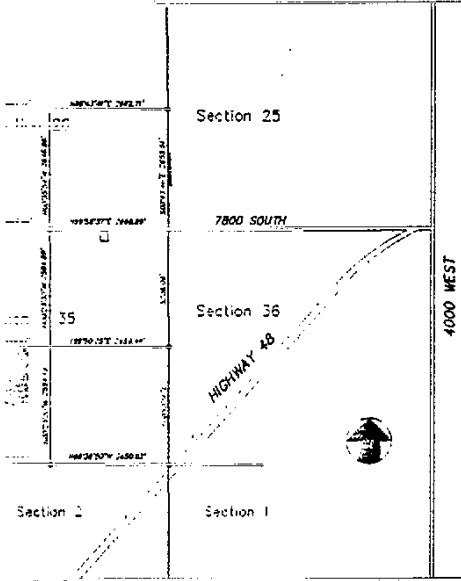
a. East 1/4 Corner of Section 28,	brass cap set in concrete.
b. Northeast Corner of Section 33,	brass cap, ring and lid.
c. Southeast Corner of Section 35,	brass cap set in concrete.
d. South 1/4 Corner of Section 35,	brass cap set in concrete.
e. North 1/4 Corner of Section 33,	brass cap, ring and lid.
f. East 1/4 Corner of Section 27,	brass cap set in concrete.
g. Northwest Corner of Section 33,	brass cap, ring and lid.
h. Southwest Corner of Section 33,	brass cap set in concrete.
i. South 1/4 Corner of Section 34,	brass cap set in concrete.
j. North 1/4 Corner of Section 34,	brass cap, ring and lid.
k. West 1/4 Corner of Section 27,	brass cap set in concrete.
l. Northwest Corner of Section 34,	rod with aluminum cap.
m. Northeast Corner of Section 33,	stone monument.
n. West 1/4 Corner of Section 34,	stone monument.
o. Southwest Corner of Section 34,	stone monument.
p. South 1/4 Corner of Section 33,	stone monument.
q. Northwest Corner of Section 33,	stone monument.
r. West 1/4 Corner of Section 33,	stone monument.
s. Southwest Corner of Section 33,	stone monument.
- The Basis of Bearing for lines shown on this map is North 89°58'33" East between the Northwest Corner of Section 33, and the North 1/4 Corner of Section 33.
- The property lines shown on this map were determined by ownership information obtained from Salt Lake County, from a title report furnished by Metro National Title, from BLM monument information obtained from the BLM office in Salt Lake City, and from a survey of the property in the field.
- The acreages shown on map are per survey.
- Two monuments (County and stone) were found at the intersection of sections 27, 28, 33 and 34. The boundary was established from a survey of section corners and fences as shown in the area.

Notes

- There are no utilities present on the property.
- Information for sewer, water, cable, telephone and gas was obtained from the owning utility companies. Locations are approximate and should be verified prior to excavation.
- The elevation benchmark is the NW cor of section 35 as shown on map (top of brass cap) El. = 4734.01

Utility Companies

SEWER Salt Lake County Sewer Improvement District #1 874 E. 12400 S. 1 (801) 571-1186	Utah Power & Light 201 S. Main Street 1 (801) 532-3131
WATER West Jordan City Water 8000 S. Redwood Rd. 1 (801) 581-2352	TCI Cable Vision of Utah 1330 E. Miller Av. 1 (801) 485-0500
Questar Gas Co. 180 E. 100 S. 1 (801) 324-5000	US West Communications 1 (801) 244-1111



El. of section 35 as shown on map
4734.01

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BOOK 8371 PG 5686

1370 S. West Temple
Salt Lake City, Utah 84113

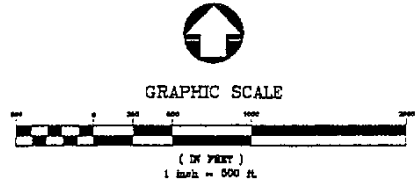
tel (801) 487-8040
fax (801) 487-8568

Richards Family Partnership - West Jordan Property
ALTA/ACSM Land Title Survey

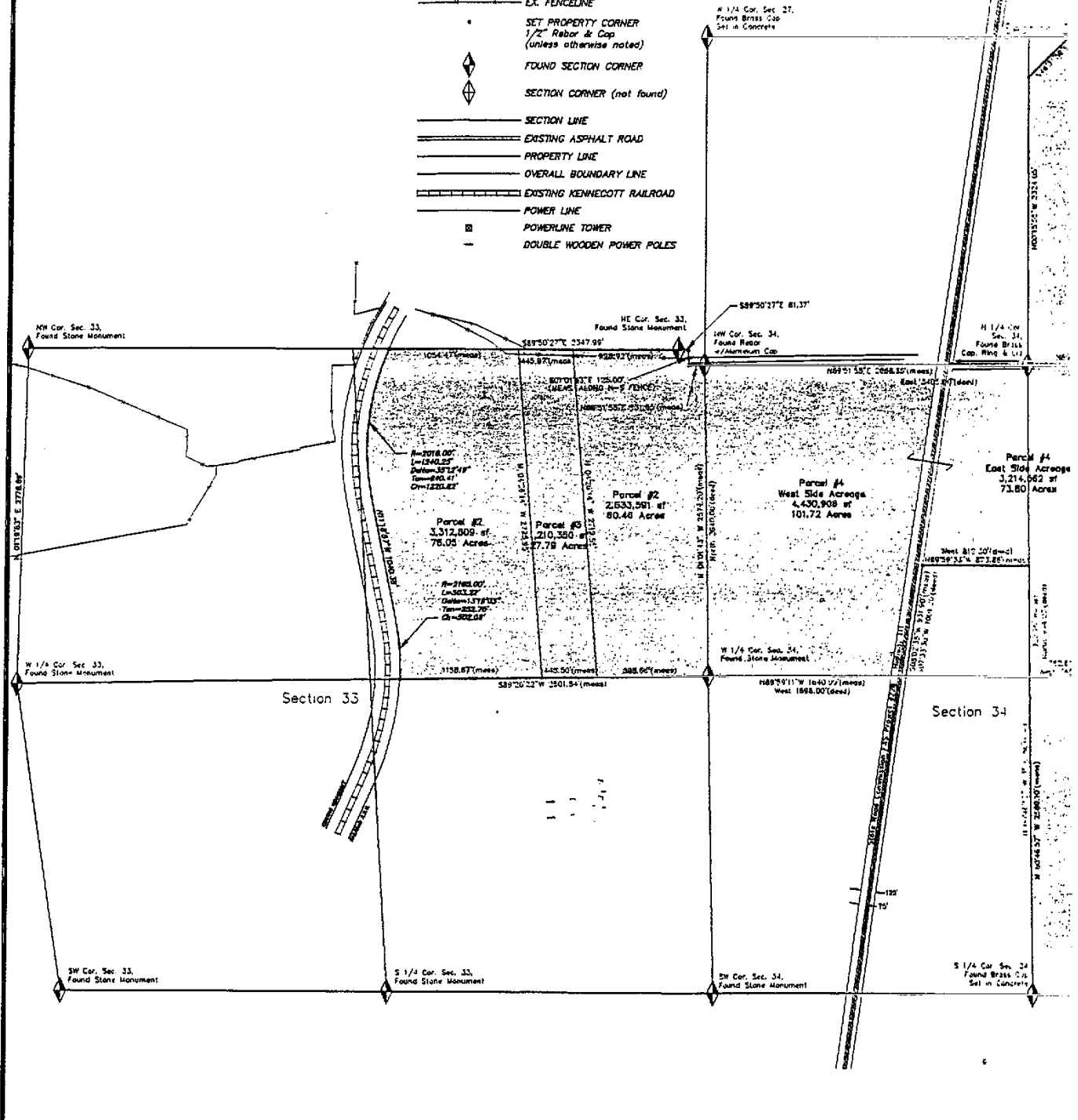
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1
of
3

AutoCAD File: P:\Wasatch Pacific\WAS028\Softdesk\RichardsProperty\Alta-2b.dwg Plotted at: Mon Jun 19 15:08:47 2000
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- Legend**
- EX. FENCELINE
 - SET PROPERTY CORNER
1/2" Rebar & Cap
(unless otherwise noted)
 - ◊ FOUND SECTION CORNER
 - ◊ SECTION CORNER (not found)
 - SECTION LINE
 - EXISTING ASPHALT ROAD
 - PROPERTY LINE
 - OVERALL BOUNDARY LINE
 - EXISTING KENNECOTT RAILROAD
 - POWER LINE
 - POWERLINE TOWER
 - DOUBLE WOODEN POWER POLES



REVISIONS			
NO.	DATE	BY	REVISION

DRAWN BY: haw
 DESIGN BY: haw
 CHECKED BY: lht
 DATE: 01/09/99

CLIENT: Wasatch Pacific
 DWG: ALTA-2.dwg
 JOB No: WAS012

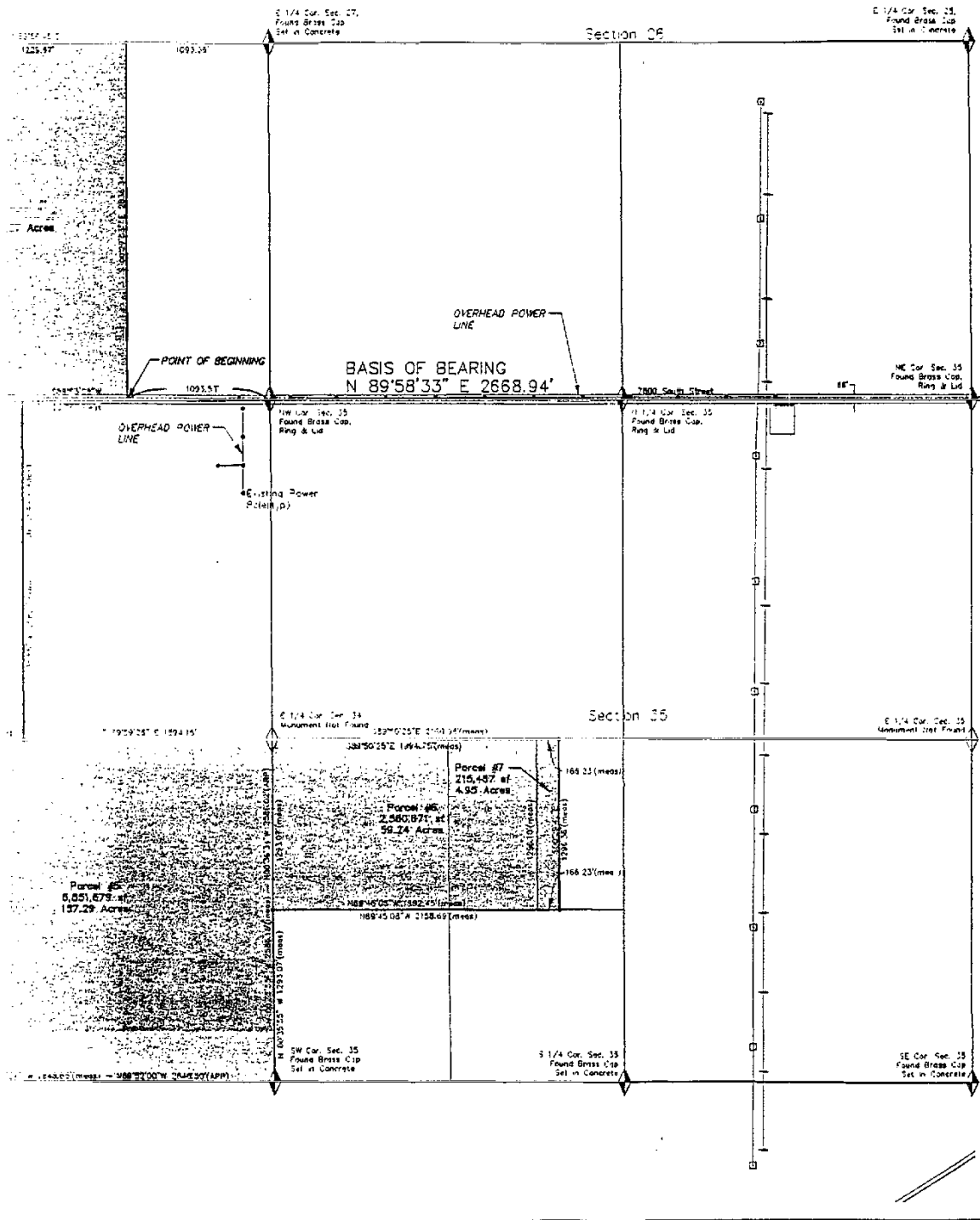


BOOK 8371 PG 5687

EXHIBIT A

ALTA/ACSM Land Title Survey

Located in Sections 27, 33, 34 & 35, Township 2 South
Range 2 West, Salt Lake Base & Meridian



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CO. RECORDING

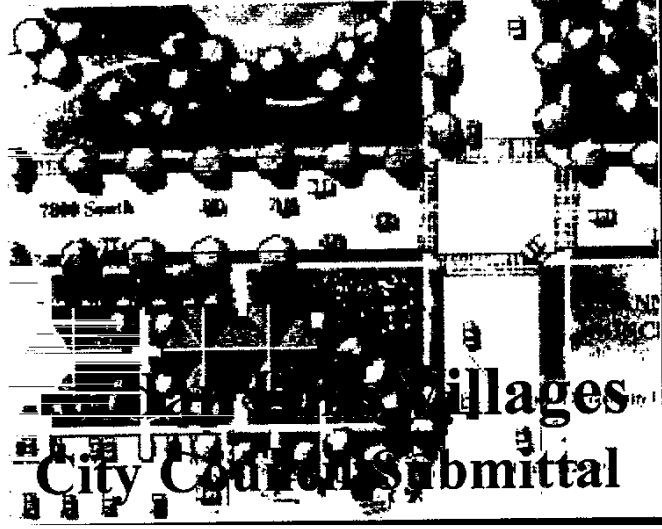
8371P5688

1379 S. West Temple
Salt Lake City, Utah 84113
Tel: (801) 467-8040
Fax: (801) 467-2668

Richards Family Partnership - West Jordan Property
ALTA/ACSM Land Title Survey

SHEET:
2
3

EXHIBIT 'B'
PRELIMINARY PLAN



OK 8371 PG 5689

The Jordan Hills Villages Planned Community

West Jordan, UT

**Section I:
Planned Community (P-C) Zoning Application Criteria**

**Section II:
Preliminary Development Plan**

Prepared by:

Wasatch Pacific / L.N.C.

P.O. Box 711879
Salt Lake City, UT
(801) 843-2877
Attn: Lee Conant

Blake / McCutchan Design, Inc.
(formerly Swaner Design, Inc.)

1790 South 1100 East
Salt Lake City, UT 841054
(801) 467-0067
Attn: Steve McCutchan, AICP

City Council Submittal Draft
June 16, 2000

BOOK 8371 PG 5690

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Section 1: Planned Community (P-C) Zone Application Criteria

I. RESPONSE TO SECTION 10.22.5: PLANNED COMMUNITY (P-C) ZONE APPLICATION CRITERIA

A. Introduction

Jordan Hills Villages is being submitted as a Planned Community (P-C) Zone application based upon the criteria established in Section 10.22.5 of the City of West Jordan Zoning Ordinance. As stated in the ordinance, the purpose of the P-C Zone is to “. . . *encourage imaginative and efficient utilization of land through the cluster of buildings, and integration of compatible land uses.*” To insure that development projects are accomplishing the goals of the P-C Zone, the “Application and Preliminary Development Plans” subsection of the ordinance (Section 10.22.5) requires that certain criteria and information be addressed and presented to the City as part of the application. The following section of this document includes a review of the information submitted by the applicant by the subsection enumerated in Section 10.22.5. A. - O. This information often refers the reader to specific sections of the second part of this document (Section 2: Preliminary Development Plan) to illustrate how the required application required is being met.

B. Responses to Section 10.22.5. A. - O.

The responses are included in the following information. The request, as quoted from the City of West Jordan Zoning Ordinance is repeated in *italics*.

- A. *A complete and accurate legal description of the property subject of the planned development.*

A complete and accurate legal description of the property prepared by Ward Engineering Group is included as Figure 3, Page 11.

- B. *Topographic maps of the entire site, including contour intervals no greater than two (2) feet.*

Ward Engineering Group has also recently prepared a topographic survey of the property. Due to the size of the overall property, 675 acres, two (2) foot contours would place an extreme amount of the contours on the property and make reading the plan difficult. Therefore, the Land Use Concept Plan as included as Figure 4, Page 13, illustrates five (5) foot contours. Future specific applications and plans for subdivisions would illustrate two (2) foot contours as requested.

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- C. *A map delineating the entire site and specific areas for each of the general land use categories, i.e., single family residential, multiple family residential, institutional and commercial. Said map should contain a tabulation of the total acreage and the acreage to be devoted to each of the above listed general land use categories.*

The Land Use Concept Plan, Figure 4, Page 13, includes the information requested in the above. Section II. Land Use, of the Preliminary Development Plan, Pages 12 - 27, also includes a detailed text description the Land Use Concept Plan and the information requested in the above.

- D. *Proposed circulation pattern, including private and public streets and pedestrian paths.*

The Land Use Concept Plan, Figure 4, Page 13, includes the proposed circulation pattern for arterial streets throughout the planned community. Section 2.IV.A.2. (Pages 47 - 48) includes a description of the various arterial streets to be constructed by the planned community and their proposed width and improvements. All streets are to be constructed to City standards including width and streetscape improvements.

Future specific applications for subdivisions will propose the development of collector and local residential streets to serve residential neighborhoods. These streets will also be designed and constructed to City improvement standards.

- E. *Parks, common open spaces, playgrounds, school sites, commercial areas, parking areas, and other public or private recreation facilities and improvements proposed within the planned community.*

Jordan Hills Villages proposes an extensive network of parks, recreational facilities and open spaces. Roughly 16% of the overall property, or approximately 107 acres, has been master planned for parks, recreation areas and open spaces. Section 2.IV.A.1. (Pages 46 - 47) of the Preliminary Development Plan — including several conceptual diagrams —, describe and illustrate the areas proposed for open space.

In addition some residential neighborhoods, particularly the single family attached and multi-family neighborhoods, will have private recreational facilities. These private recreational facilities will be master planned as part of the design of the specific neighborhood.

- F. *The general location of all multiple unit dwellings, institutional, and commercial structures in the planned community, and an indication of proposed population densities and building densities (units per net acre), including tables or graphs showing the percentage of each dwelling type being proposed.*

The Land Use Concept Plan and Statistical Summary illustrate the location of all dwellings and distribution of population densities and building types.

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G. *Proposed location of parking and ingress or egress.*

This Planned Community Preliminary Development Plan is too general to illustrate the location of parking and the ingress or egress of specific neighborhoods or development projects. Arterial streets and roads are illustrated on the Land Use Concept Plan

H. *Typical landscaping plans for selected portion of each of the general land use areas which have a different landscaping character or different landscaping intensities. Said typical landscaping plan should provide an indication of the types and sizes of plants and materials which are to be used, including locations of sprinkler and irrigation systems.*

The Preliminary Development Plan illustrates areas to be landscaped and in conceptual form, the location of trees along arterial streets, within parks and along parkways. In addition, the Design Guidelines conceptual address the location and amount of landscaping that should accompany specific development projects. As the planning work on the overall project progresses into specific development plans for individual village areas or development projects, types and sizes of plants and materials and irrigation system design would occur.

I. *Preliminary elevations or perspectives of all building types proposed within the development.*

This Preliminary Development Plan is too general to include elevations or perspectives of building types. The Design Guidelines do include information regarding architectural design and materials that will be implemented as part of future specific development proposals.

J. *Preliminary subdivision plat, if the site is being subdivided, showing a general layout of all proposed lots.*

The property is not being subdivided at this time. In the future, subdivision plats will be submitted to create arterial roads and create planning areas. Subsequently, more specific plats will be submitted to subdivide individual lots and areas.

K. *Preliminary utility plan showing the manner in which adequate sewage disposal and water are to be provided to the site, including the point from which said services are to be extended.*

Ward Engineering Group has prepared an Offsite Improvements Plan reviewed by the City's Public Works Department. The Offsite Improvements Plan (Figure 9A), included herein on Page 27, illustrates the location of water and sewer system improvements including storage facilities and transmission lines, storm drainage systems and arterial roads.

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- L. *Evidence that the applicant has sufficient control over the subject property to effectuate the proposed plan in the manner presented.*

Wasatch Pacific / L.N.C. has obtained a letter from the property owner permitting them to act as agents in the filing, review and approval of the Preliminary Development Plan by the City of West Jordan. The letter is on file with the City Planning Department.

- M. *A preliminary development schedule indicating the phases in which development will occur and the approximate dates when said phases will be completed.*

A preliminary Phasing Plan has been incorporated as part of the Land Use Plan and is included on Page 25. The Phasing Plan illustrates the logical development phasing based upon infrastructure construction and market conditions. The number of years associated with each phase is highly conceptual and dependent upon external national, state and local market and financial conditions.

- N. *A draft of the declaration of covenants, conditions, and restrictions as required herein.*

The Preliminary Development Plan is a conceptual plan that covers a wide range of land use and development issues. C, C, & R's will be included with specific plans for village areas and development projects.

- O. *Other materials as may be required by the City Planner or the Planning and Zoning Commission.*

As requested, other materials will be added.

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Section 2: Preliminary Development Plan

I. INTRODUCTION

The Jordan Hills Villages Planned Community Preliminary Development Plan is the initial conceptual document associated with the development of a Planned Community (P-C) Zone mixed use master planned community in the City of West Jordan, Utah. Ultimately, The Jordan Hills Villages Planned Community will comprise approximately 2,600 dwellings, a neighborhood commercial center, parks, trails, schools including a new high school, elementary school, churches and open space areas. The Jordan Hills Villages Planned Community will provide its future residents and visitors with a series of amenities consistent with state-of-the-art master planned community living.

The concept of "villages" is an important feature of the Jordan Hills Villages Planned Community. More than anything else, Jordan Hills Villages is the development of a series of interrelated village areas, each having a unique identity but tied together through a parks and open space network.

The Concept Plan illustrates the site being divided into four villages — Central Village, North Village, West Village and Southeast Village. The development of the Jordan Hills Village Planned Community will be done on a "village" scale. Subsequent planning efforts to this Preliminary Development Plan will concentrate on enhancing each village in a logical progress from east to west.

A. Location

The Jordan Hills Villages Planned Community comprises 675 acres found between 7400 South and 8400 South and 5800 West and 8400 West. The property is found on either side of State Highway 111. The property boundaries are illustrated on Figure 1, the Vicinity Map. Figure 1 also illustrates the property in the context of the City of West Jordan's Land Use Plan.

Figure 2 is a recent aerial photograph of the subject site and its immediate surroundings.

Twenty acres of the 675 acres included within the Jordan Hills Villages Planned Community is owned by Jordan School District. This twenty acres will be included with thirty acres set aside by the land developer to comprise the new high school site. An additional 11.0 acres is being set aside for an elementary school site.

B. Scope and Authority

Within the provisions of the City of West Jordan's Planned Community (PC) Zone, a land developer may prepare a Preliminary Development Plan that conceptually sets forth the land use, community design and zoning regulations for a particular property. The Jordan Hills Villages Preliminary Development Plan has been prepared as an outline for the development and construction of a new master planned community. It also includes

guidelines and criteria for the review and approval of future plats and subdivisions and the improvement of streets, parks and similar public spaces.

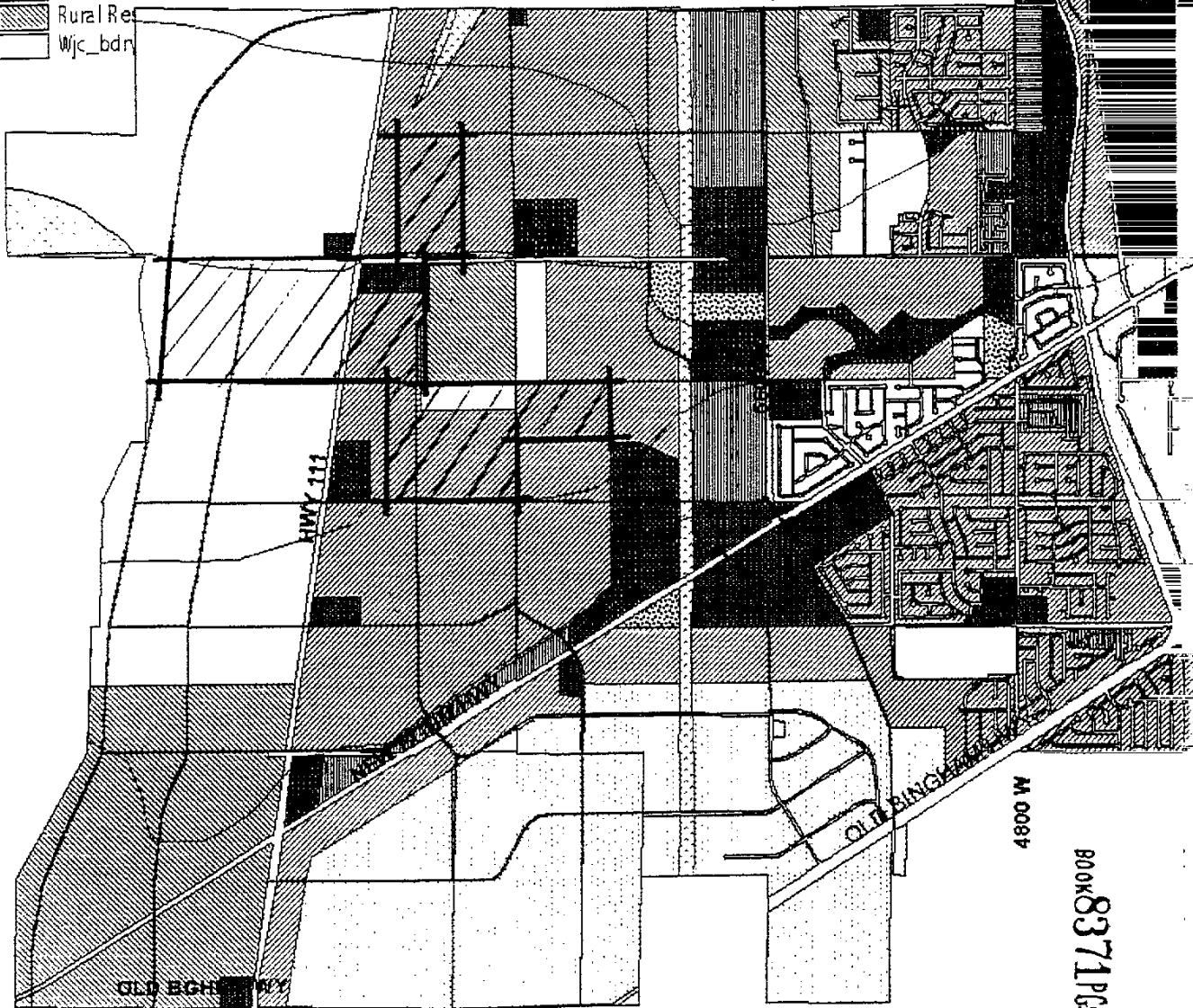
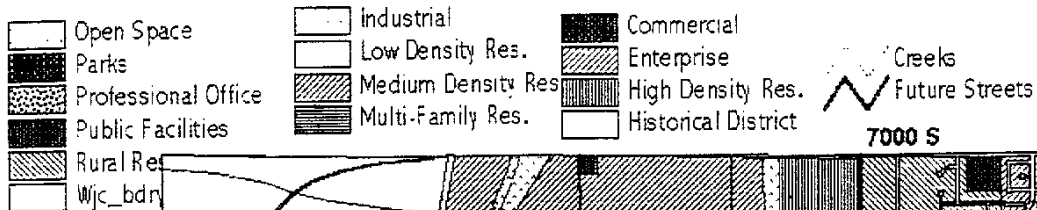
As part of the approval of the Jordan Hills Villages Master Planned Community, a Development Agreement will be executed by both the City and the Developer. The Preliminary Development Plan will be an appendix to the Development Agreement, conceptually outlining the land uses, densities, number of dwellings and improvements to be made in the development of the property.

Continuing planning efforts on the property would be more focused, first, on the development of individual villages and second, on the development of projects within each village. As planning efforts move closer to actual construction, the specificity of information required by the City will increase up to the submittal of Preliminary Plats, Final Plats and site plans for specific subdivisions and developments.

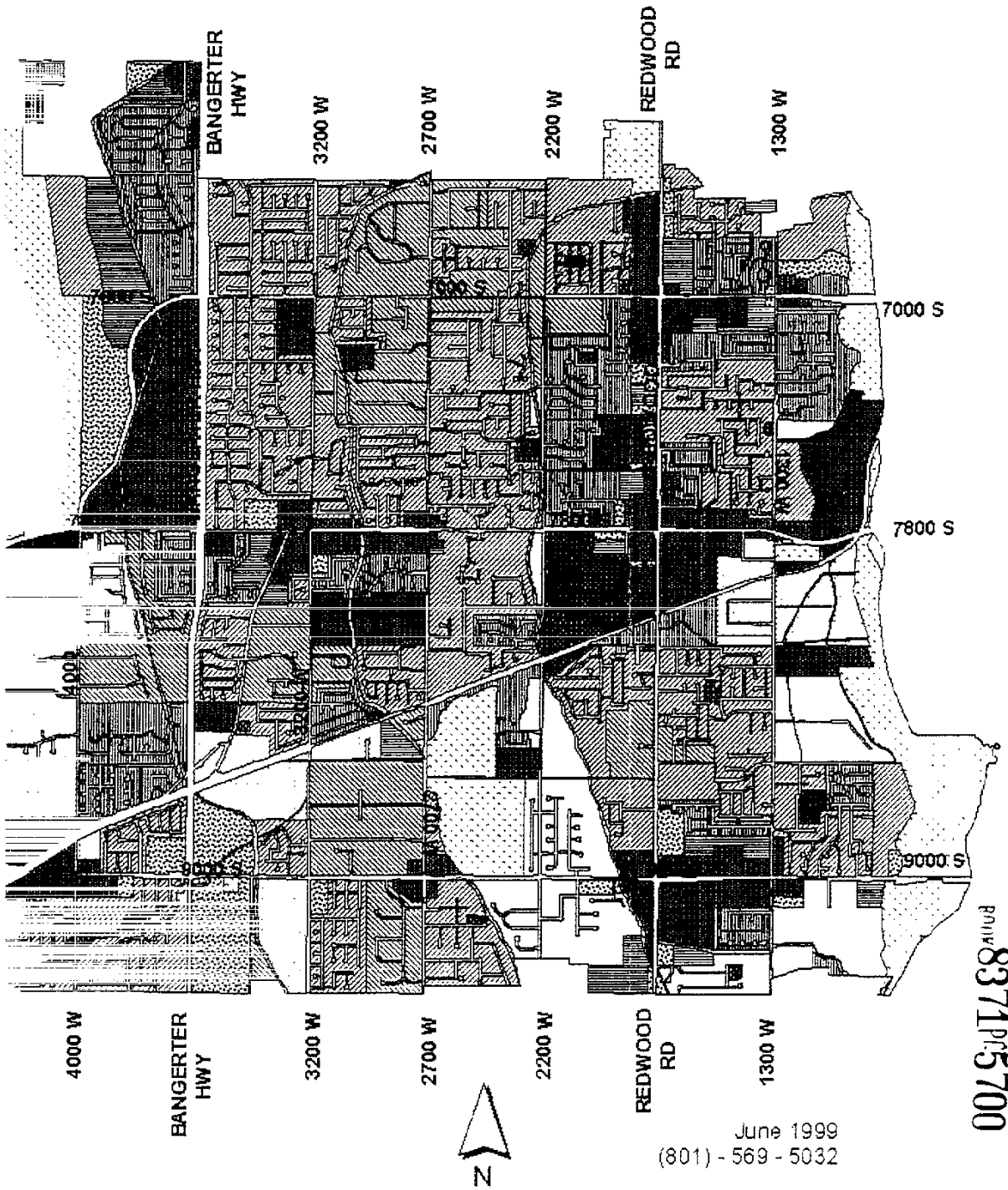
The Jordan Hills Villages Preliminary Development Plan is developed as an extension of the City of West Jordan's General Plan and Zoning Ordinance. To the extent feasible, the guidelines and criteria included in The Jordan Hills Villages Preliminary Development Plan have incorporated adopted City goals, objectives and policies. Site specific zoning and community design regulations have been tailor fitted to the Jordan Hills Villages development plan. Over time however, citywide requirements may change and unless specifically revised by separate public hearing, the land use distribution, densities, circulation systems and other guidelines and criteria for land use and development shall remain as originally adopted and therefore, not subject to citywide changes and revisions.

BNK 8371PC5698

WEST JORDAN CITY LAND USE PLAN (Dec. 1998)



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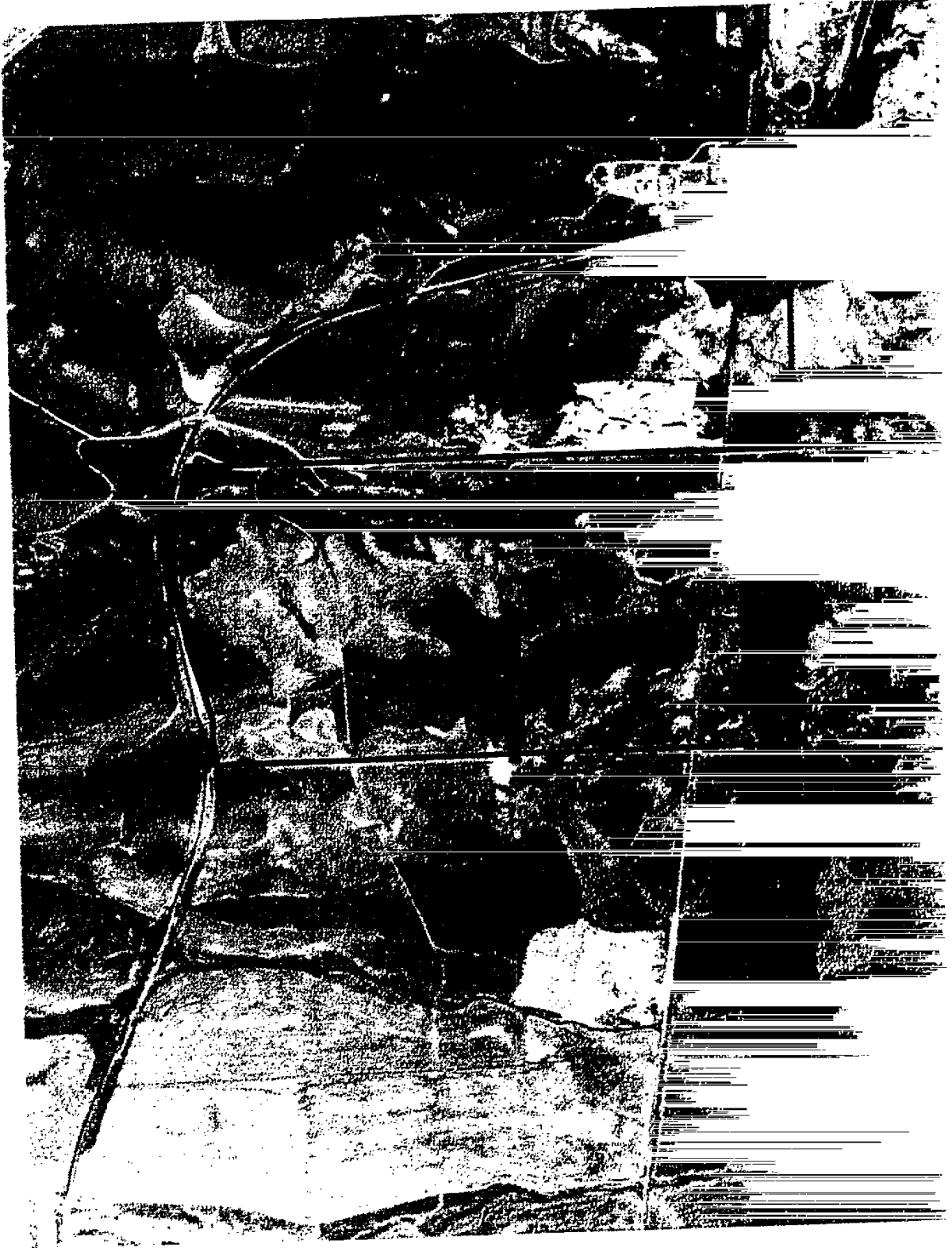


Jordan Hills Villages Planned Community

Figure 1: Vicinity Map

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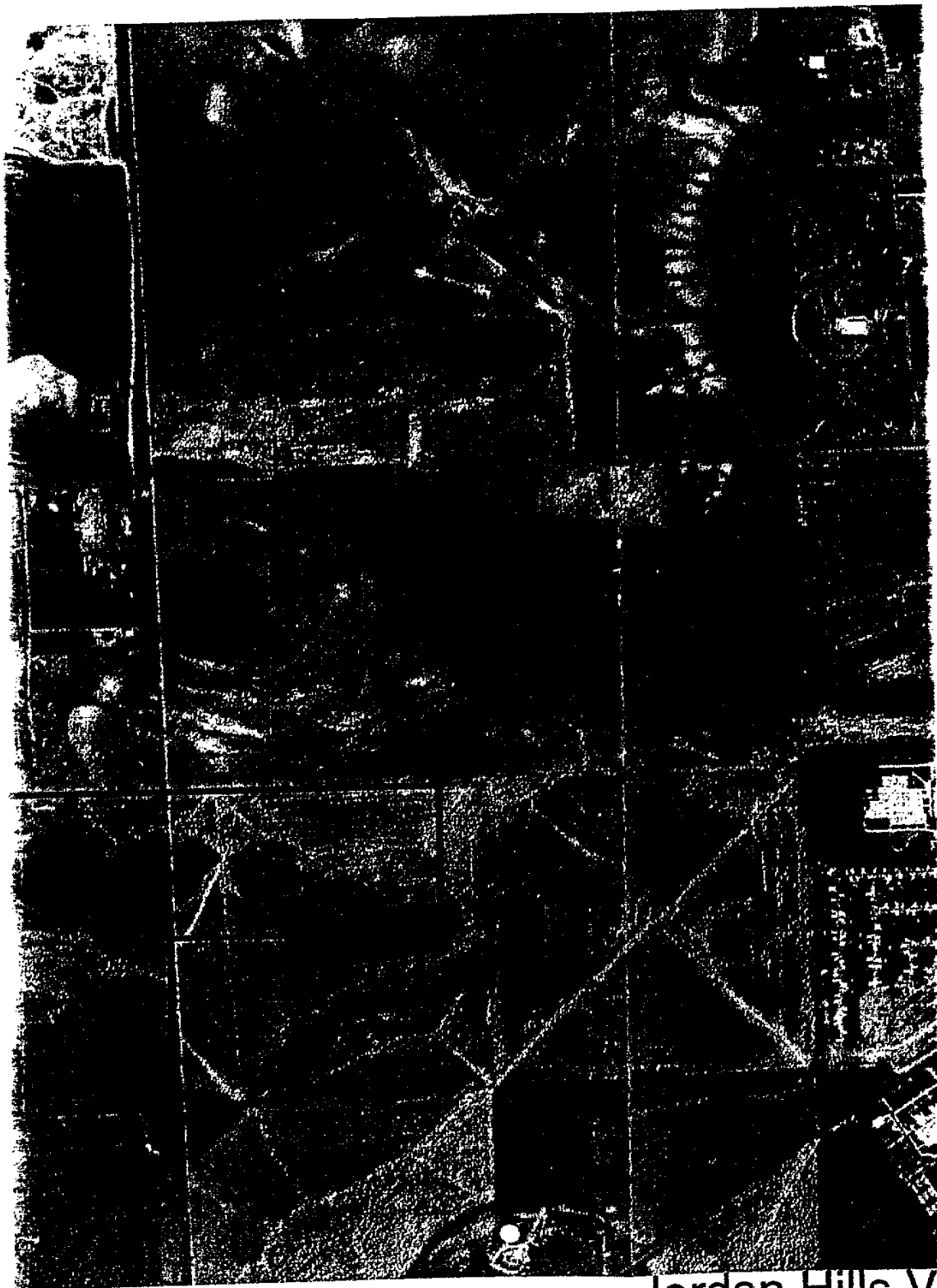
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Jordan Hills Villages Aerial Photography

Figure 2



II. LAND USE

The discussion of Land Use includes (1) a review of the existing land uses on site and a general description of the subject property's existing physical features, (2) a Concept Plan depicting the ultimate development pattern envisioned for the subject property, (3) a Statistical Summary of the Concept Plan and (4) a description of each of the land uses and densities proposed by the Concept Plan including target densities and minimum and typical lot sizes, widths and depths for the residential Land Use Designations.

The Concept Plan included herein is representative of a conceptual land planning effort on a large scale and, therefore, susceptible to future changes as individual planning areas or phases are implemented. Information such as boundaries, street locations, acreages and the number of planning area dwelling units may be subject to changes as specific plans are prepared for each phase. The purpose of a Concept Plan is to establish overall goals and objectives without constraining the flexibility needed to respond to unforeseen changes in the long term development of the property. These changes are inevitable in the specific design of project phases and should not require an additional, or amendment review of this Preliminary Development Plan. Overall, a total number of 2,604 dwelling units are permitted by the Preliminary Development Plan. However, the distribution of those units, the specific land use designations and the boundaries of planning areas or streets may change as part of the design of each individual specific phase.

It is important in the review of the Jordan Hills Villages Master Planned Community that it is a logical progression of growth westward. Recent developments, both existing and planned, have increased the developed limits of the City of West Jordan to 5600 West. The Jordan Hills Villages Master Planned Community, developed as planned from east to west, will result in an orderly development of West Jordan's western area.

A. Existing Land Use and Physical Features

The Jordan Hills Villages Planned Community is located fully within the City of West Jordan, but within an area that has seen very little development to date. However, areas east of 5600 West are close to being fully developed and new areas to the west need to be opened. The development of the Jordan Hills Villages Planned Community allows the City and the land developer to create new areas of West Jordan based upon a master planned community concept.

The subject property is undeveloped and has historically been used for agriculture. Most of the property is relatively flat, only gradually rising in elevation from 4880 feet to 5040 feet, a change of 160 feet across about a mile, or a percentage of change of only 3%. The portions of the property north of 7800 South and west of State Highway 111 have more varied topographical features, but overall minimal changes in elevation. They change from 5000 to 5100 feet over a half mile (4%) and from 5040 to 5200 feet over 4400 feet (3.7%), respectively.

BOOK 8371 PAGES 703-705

The topography of the property has changed due to the farming of the property and the building of roads to service the area. Historically drainage patterns have been changed by agricultural and road building.

A survey of the property has been included as Figure 3. The survey was prepared by a licensed surveyor. The survey includes topography for the property.

BNK 8371 PG 5704

ALTA/ACSM La

Located in Sections 27, 33, 3
Range 2 West, Salt La.



GRAPHIC SCALE

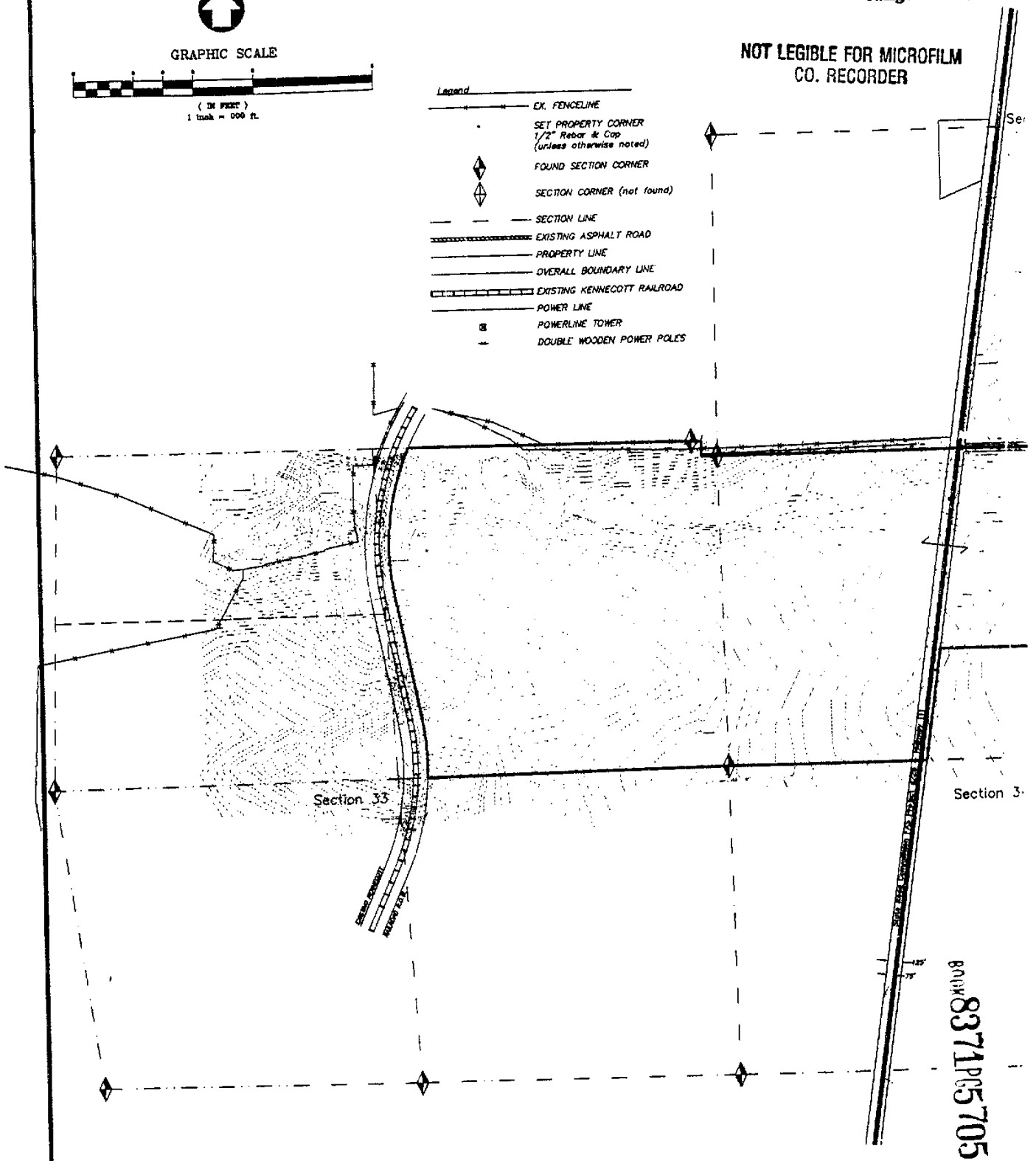


(IN FEET)
1 Inch = 200 ft.

Legend

- EX. FENCELINE
- SET PROPERTY CORNER
1/2" Rebar & Cap
(unless otherwise noted)
- FOUND SECTION CORNER
- SECTION CORNER (not found)
- SECTION LINE
- EXISTING ASPHALT ROAD
- PROPERTY LINE
- OVERALL BOUNDARY LINE
- EXISTING KENNECOTT RAILROAD
- POWER LINE
- POWERLINE TOWER
- DOUBLE WOODEN POWER POLES

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CO. RECORDER



REVISIONS			
No.	DATE	BY	REVISION

DRAWN BY: DRAWN
 DESIGN BY: DESIGN
 CHECKED BY: CHECKED
 DATE: DATE

CLIENT: CLIENT
 OWNER: NAME
 JOB No: NUMBER





GRAPHIC SCALE

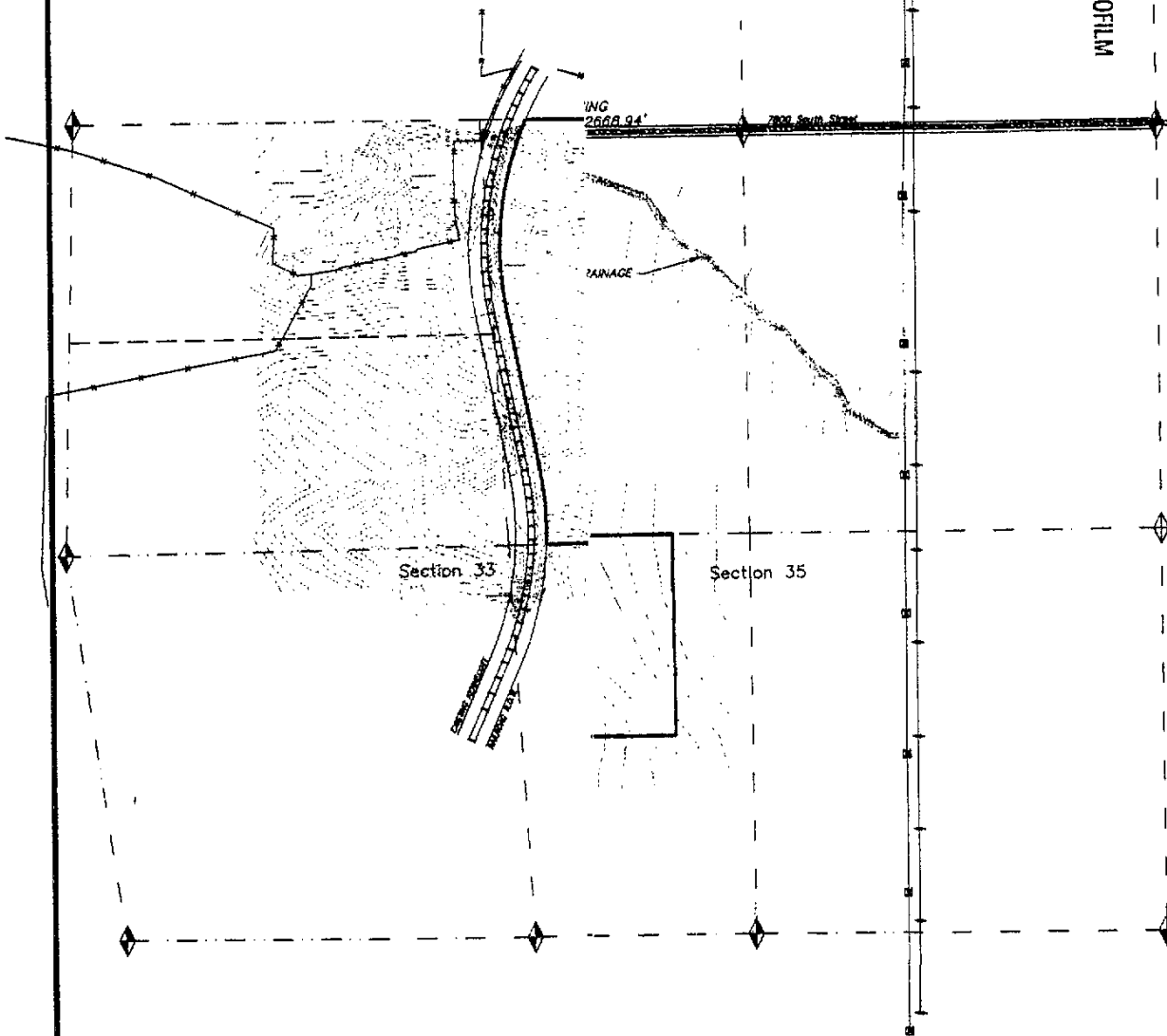


(IN FEET)
1 inch = 600 ft.

4

Section 26

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Section 33

Section 35

EASTERN AVENUE
26623.94'

DRAINAGE

WING
26623.94'

200 South Street

Figure 3

BOOK 8371 PAGES 706

REVISIONS			
NO.	DATE	BY	REVISION

SHEET:

#

of

#

B. The Concept Plan

The Jordan Hills Villages Preliminary Development Plan proposes to develop a mixed use master planned community that will provide its residents with homes, a neighborhood shopping center, professional services, recreational areas, parks, trails, schools, churches and open space areas. Once completed, the Jordan Hills Villages Planned Community will be a master planned community with a full range of amenities and opportunities for its residents and visitors.

The overall Jordan Hills Villages Concept Plan is included as Figure 4. It illustrates the distribution of land uses, the major arterial and collector streets and the open space areas.

The Concept Plan illustrates the site being divided into four villages — Central Village, North Village, West Village and Southeast Village. The development of the Jordan Hills Village Planned Community will be performed on a "village" scale. Subsequent planning efforts to this Preliminary Development Plan will concentrate on enhancing each village in a logical progress from east to west.

BOOK 8371 PGS 707

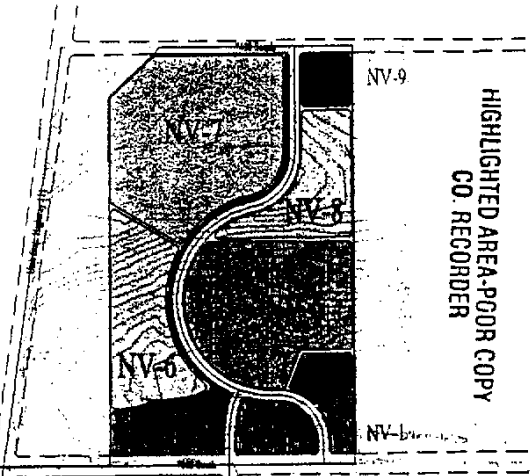
Developer:
Wasatch Pacific L.N.C.
P.O. Box 711879
Salt Lake City, UT 84171
(801) 943-2877
Attn: Lee Conant

Land Planner:
Swaner Design, Inc.
1790 South 1100 East
Salt Lake City, UT 84105
(801) 467-9067
Attn: Steve McCutchan, AICP

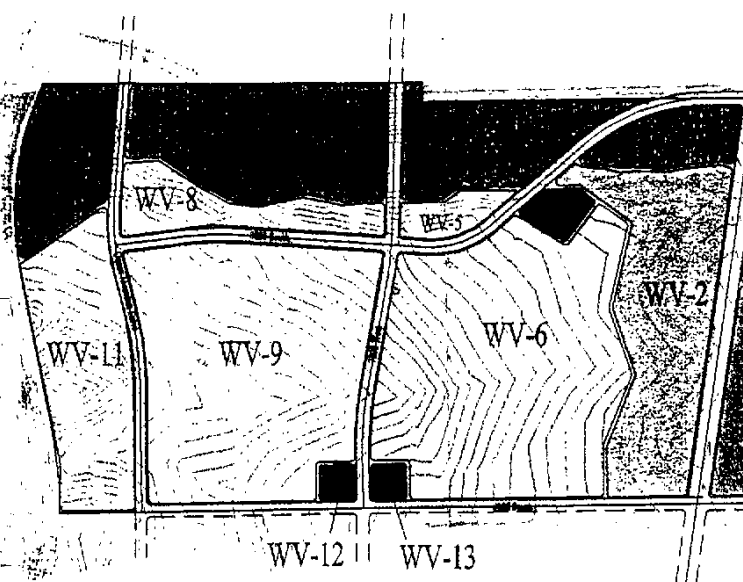
AREA	ACRES	%	LAND USE DESIGNATION	UNITS	%
NV-1	2.2		Neighborhood Park (NP)		
NV-2	5.6		Neighborhood Park (NP)		
NV-3	11.3		Neighborhood Park (NP)		
NV-4	2.7		Church Site (CH)		
NV-5	20.7		Light Multiple Residential (R-3-16)	295	
NV-6	11.9		Light Multiple Residential (R-3-12)	150	
NV-7	26.0		Single-Family Residential (R-1-5)	161	
NV-8	10.8		Light Multiple Residential (R-3-12)	141	
NV-9	3.0		Neighborhood Commercial (SC-1)		
Total	94.1	13.9		747	28.7

AREA	ACRES	%	LAND USE DESIGNATION	UNITS	%
WV-1	9.0		Neighborhood Park (NP)		
WV-2	34.4		Single-Family Residential (R-1-5)	214	
WV-3	2.7		Church Site (CH)		
WV-4	17.3		Neighborhood Park (NP)		
WV-5	4.9		Single-Family Residential (R-1-12)	7	
WV-6	60.5		Single-Family Residential (R-1-10)	221	
WV-7	26.2		Neighborhood Park (NP)		
WV-8	12.7		Single-Family Residential (R-1-12)	18	
WV-9	58.3		Single-Family Residential (R-1-12)	85	
WV-10	13.0		Neighborhood Park (NP)		
WV-11	24.5		Single-Family Residential (R-1-12)	34	
WV-12	2.5		Neighborhood Commercial (SC-1)		
WV-13	2.5		Neighborhood Commercial (SC-1)		
Total	268.6	39.8		579	22.2

North Village



West Village

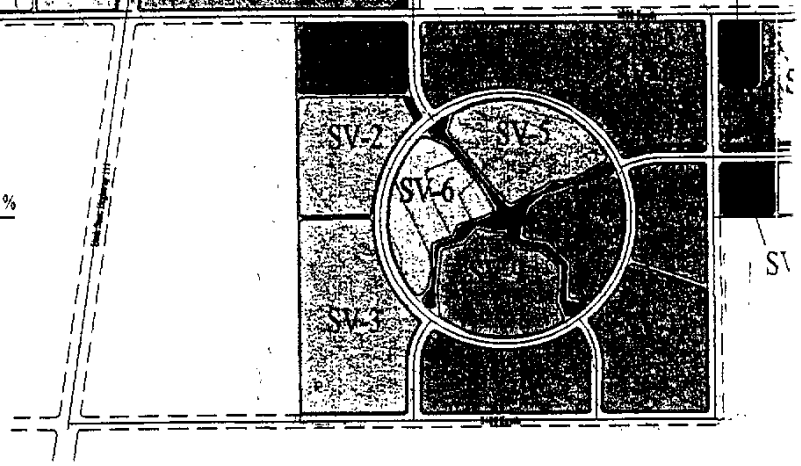


Central Vill.

AREA	ACRES	%	LAND USE DESIGNATION
CV-1	17.5		Neighborhood Park (NP)
CV-2	22.1		Linear Park (LP)
CV-3	50.0		Single-Family Residential (R-1-5)
CV-4	2.2		Neighborhood Commercial (SC-1)
Total	94.3	14.0	

CV-4

SV-13

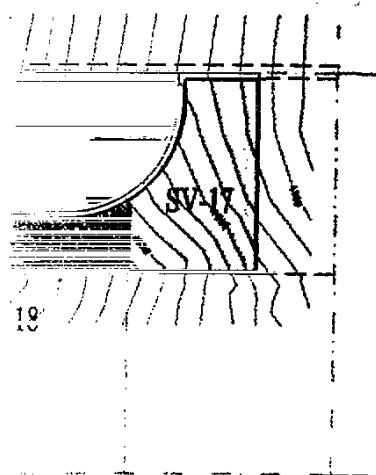


Southeast Village

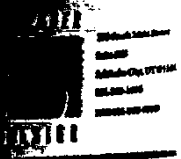
AREA	ACRES	%	LAND USE DESIGNATION	UNITS	%
SV-1	8.7		Community Park (CP)		
SV-2	12.0		Single-Family Residential (R-1-5)	74	
SV-3	20.5		Light Multiple Residential (R-3-12)	127	
SV-4	29.0		Single-Family Residential (R-1-7)	125	
SV-5	11.0		Single Family Residential (R-1-5)	58	
SV-6	10.2		Light Multiple Residential (R-3-12)	123	
SV-7	5.3		Linear Park (LP)		
SV-8	8.5		Single-Family Residential (R-1-7)	40	
SV-9	11.0		School Site (SCL)		
SV-10	14.4		Single-Family Residential (R-1-7)	62	
SV-11	16.2		Single-Family Residential (R-1-7)	70	
SV-12	9.3		Single-Family Residential (R-1-7)	40	
SV-13	3.3		Neighborhood Commercial (SC-1)		
SV-14	22.3		Single-Family Residential (R-1-7)	96	
SV-15	4.1		Neighborhood Park (NP)		
SV-16	8.6		Single-Family Residential (R-1-5)	52	
SV-17	20.5		Single-Family Residential (R-1-10)	68	
SV-18	3.5		Church (CH)		
SV-19	5.0		Neighborhood Commercial (SC-1)		
Total	218.4	32.3		935	35.9

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LAND USE DESIGNATION	UNITS	%
Multiple Residential (R-2-16)	343	
School Site (SCL)		
Entry Parkway (EP)		
	343	13.2



	ACRES	%
	17.5	
	3.0	
	2.5	
	2.5	
	3.3	
Subtotal	28.8	4.2
SV-2	22.1	
SV-5	20.7	
Subtotal	42.8	6.3
SV-6	11.9	
SV-4	10.8	
SV-6	10.2	
Subtotal	32.9	4.9
SV-7	26.0	
SV-2	34.4	
SV-2	12.0	
SV-3	20.5	
SV-5	11.0	
SV-16	8.6	
Subtotal	112.5	16.7
SV-4	29.0	
SV-8	8.5	
SV-10	14.4	
SV-11	16.2	
SV-12	9.3	
SV-14	22.3	
Subtotal	99.8	14.8
WV-6	60.5	
SV-17	20.5	
Subtotal	81.0	12.0
WV-5	4.9	
WV-8	12.7	
WV-9	58.3	
WV-11	24.5	
Subtotal	100.4	14.9
CV-3	50.0	
SV-9	11.0	
Subtotal	61.0	9.0
SV-1	8.7	
CV-4	2.2	
NV-1	2.2	
NV-2	5.6	
NV-3	11.3	
WV-1	9.0	
WV-4	17.3	
WV-7	26.2	
WV-10	13.8	
SV-7	5.3	
SV-15	4.1	
Subtotal	107.1	15.9
NV-4	2.7	
WV-3	2.7	
SV-13	3.3	
Subtotal	8.7	1.3
Total	675.0	



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Jordan Hills Villages

BOOK 8371 PAGE 709



REPT

1. Statistical Summary

The Concept Plan Statistical Summary is a table illustrating the various planning areas and land uses. As stated previously, it is conceptual. The design work performed on individual phases or planning areas may require changes to the calculation of areas or the number of dwelling units permitted in a planning area. However, the changes cannot result in more than 2,604 dwelling units being constructed without a City-approved revision to this Preliminary Development Plan.

2. Distribution of Dwelling Units

The Jordan Hills Villages Preliminary Development Plan is a conceptual plan. While the plan attempts to best estimate the ultimate development of the property, further work will be required in the form of plats and similar plans. Therefore, as a conceptual plan, it is subject to interpretation and change.

The Land Use Concept Plan and Statistical Summary attempt to best determine the distribution of land uses and dwelling units and/or lots. However, during developing final plats for the project, acreages can change as more detailed engineering information is made available. In addition, there may be a desire to make minor changes to the distribution of dwelling units and/or lots due to changing market considerations. Therefore, the distribution of dwelling units and/or lots permitted is subject to a minor degree of change. Upon written request by the developer, the Director of Community Development may permit an administrative change of up to 20% in the dwelling units and/or lots between land use areas. Again, however, the total number of dwelling units and/or lots permitted by the Preferred Plan cannot exceed 2,604.

BOOK 8371 PG 5710

Table 1
CONCEPT PLAN STATISTICAL SUMMARY

Planning Area	Acres	% of Total Acres	Zoning Designation	No. of Units	% of Total Units
WV-5	4.9		Single-Family Residential (R-1-12)	7	
WV-8	12.7		Single-Family Residential (R-1-12)	18	
WV-9	58.3		Single-Family Residential (R-1-12)	85	
WV-11	24.5		Single-Family Residential (R-1-12)	34	
Subtotal	100.4	14.9%		144	5.5%
SV-17	20.5		Single-Family Residential (R-1-10)	68	
WV-6	60.5		Single-Family Residential (R-1-10)	221	
Subtotal	81.0	12.0%		289	11.1%
SV-4	29.0		Single-Family Residential (R-1-7)	125	
SV-8	8.5		Single-Family Residential (R-1-7)	40	
SV-10	14.4		Single-Family Residential (R-1-7)	62	
SV-11	16.2		Single-Family Residential (R-1-7)	70	
SV-12	9.3		Single-Family Residential (R-1-7)	40	
SV-14	22.3		Single-Family Residential (R-1-7)	96	
SV-16	8.6		Single-Family Residential (R-1-7)	52	
Subtotal	108.4	16.1%		485	18.6%
NV-7	26.0		Single-Family Residential (R-1-5)	161	
SV-2	12.0		Single-Family Residential (R-1-5)	74	
SV-3	20.5		Single-Family Residential (R-1-5)	127	
SV-5	11.0		Single-Family Residential (R-1-5)	58	
WV-2	34.4		Single-Family Residential (R-1-5)	214	
Subtotal	103.9	15.4%		634	24.3%
NV-6	11.9		Light Multiple Residential (R-3-12)	150	
NV-8	10.8		Light Multiple Residential (R-3-12)	141	
SV-6	10.2		Light Multiple Residential (R-3-12)	123	
Subtotal	32.9	5.4%		414	16.0%
CV-2	22.1		Light Multiple Residential (R-3-16)	343	
NV-5	20.7		Light Multiple Residential (R-3-16)	295	
Subtotal	42.8	6.3%		638	24.5%
CV-1	17.5	%	Neighborhood Commercial (SC-1)		
NV-9	3.0		Neighborhood Commercial (SC-1)		

Planning Area	Acres	% of Total Acres	Zoning Designation	No. of Units	% of Total Units
WV-12	2.5		Neighborhood Commercial (SC-1)		
WV-13	2.5		Neighborhood Commercial (SC-1)		
SV-13	3.3		Neighborhood Commercial (SC-1)		
Subtotal	28.8	4.2%			
CV-4	2.2		Entry Park (EP)		
NV-1	2.2		Neighborhood Park (NP)		
NV-2	5.6		Neighborhood Park (NP)		
NV-3	11.3		Neighborhood Park (NP)		
SV-1	8.7		Community Park (CP)		
SV-7	5.3		Linear Park (LP)		
SV-15	4.1		Neighborhood Park (NP)		
WV-1	9.0		Neighborhood Park (NP)		
WV-4	17.3		Neighborhood Park (NP)		
WV-7	26.2		Neighborhood Park (NP)		
WV-10	13.0		Neighborhood Park (NP)		
Subtotal	107.1	15.9%			
CV-3	50.0*		School (SCL)		
SV-9	11.0	9.0%	School (SCL)		
Subtotal	61.0				
NV-4	2.7		Church (CH)		
SV-13	3.3		Church (CH)		
WV-3	2.7		Church (CH)		
Subtotal	8.7	1.3%			
Total	663.7		3.85 Dwelling Units per Gross Acre 4.30 Dwelling Units per Net Acre**	2604	

* Includes 20.0 acres owned by the Jordan School District
 ** Net Acre excludes 61.0 acres for school sites
 and 8.7 acres for church sites.

3. Village Areas

The configuration of the Jordan Hills Villages Planned Community lends itself to a division into four (4) village areas. The village areas are logical divisions based upon the arterial streets crossing the property. Figure 4, the Concept Plan, illustrates the location and identification name of each of the villages. Figures 5, 6, 7 and 8 are illustrative plans for the Central, North, West and Southeast Villages, respectively.

The following is a brief description of each village area.

a. Central Village

The Central Village is located at the core of the Jordan Hills Villages Planned Community, southeast of the intersection of State Highway 111 and 7800 South. It comprises approximately 94 acres of the property.

The Central Village land uses include the Neighborhood Commercial site, a multi-family residential site and the proposed high school site. The planned community major entry is located in the northeast corner of the Central Village. It also includes a linear park that runs down the west side of 6600 West and forms an open space and central pedestrian link between the planned community entrance at 7800 South and the Southeast Village, the West Village and North Village.

b. North Village

The North Village is located north of 7800 South and east of State Highway 111. It comprises roughly 94 acres of the property.

The North Village includes a diversity of medium and high density residential land uses including a multi-family residential site, two townhomes sites and a single family detached residential site. It also includes 19.1 acres of neighborhood park, a neighborhood commercial site and a 2.7 acre church site.

The neighborhood park area is a pedestrian linkage between other village pedestrian parkways and neighborhood parks linking the extreme ends of the planned community as well as linking up with proposed City trails that are located east of the planned community along natural drainage areas.

c. West Village

The West Village is located west of State Highway 111 and roughly comprises 268 acres.

The West Village is principally a lower density single family detached residential village. The West Village is designed to accommodate larger lot single family residential land uses that, because of the higher elevation of the West Village, will have dramatic views of the Salt Lake Valley. Land uses within the West Village include single family detached residential, 65.5 acres of neighborhood park, a neighborhood commercial site and a 2.7 acre church site.

The neighborhood park acreage within the West Village will also accommodate a pedestrian linkage from the planned community entrance at 7800 South and 6600 West to the west boundary of the planned community. When linked with pedestrian parkways in the Central Village and the Southeast Village, a resident will be able to walk or ride from the southeast corner of the planned community to the northwest, a distance of roughly two and one-half miles.

d. Southeast Village

The Southeast Village is located between 8200 South and 8400 South and east of 6800 West and comprises 218 acres.

The Southeast Village is the most diverse of the four villages. It includes a range of single family detached and attached residential land uses located around a neighborhood park and pedestrian linkage system. The pedestrian linkage system is a system of park-like trails that link the proposed high school site in the Central Village, the entry parkway in the Central Village, a community park and a neighborhood park and all of the residential land uses in Southeast Village. Through the pedestrian linkage system, a resident could walk or ride from the Southeast Village to either the proposed high school site of the Neighborhood Commercial Center site on 7800 South at State Highway 111, a distance of one and one-quarter miles. At the planned community entrance, a resident can link up with the pedestrian pathway in the North and West Villages at walk to the northwest boundary of the planned community.

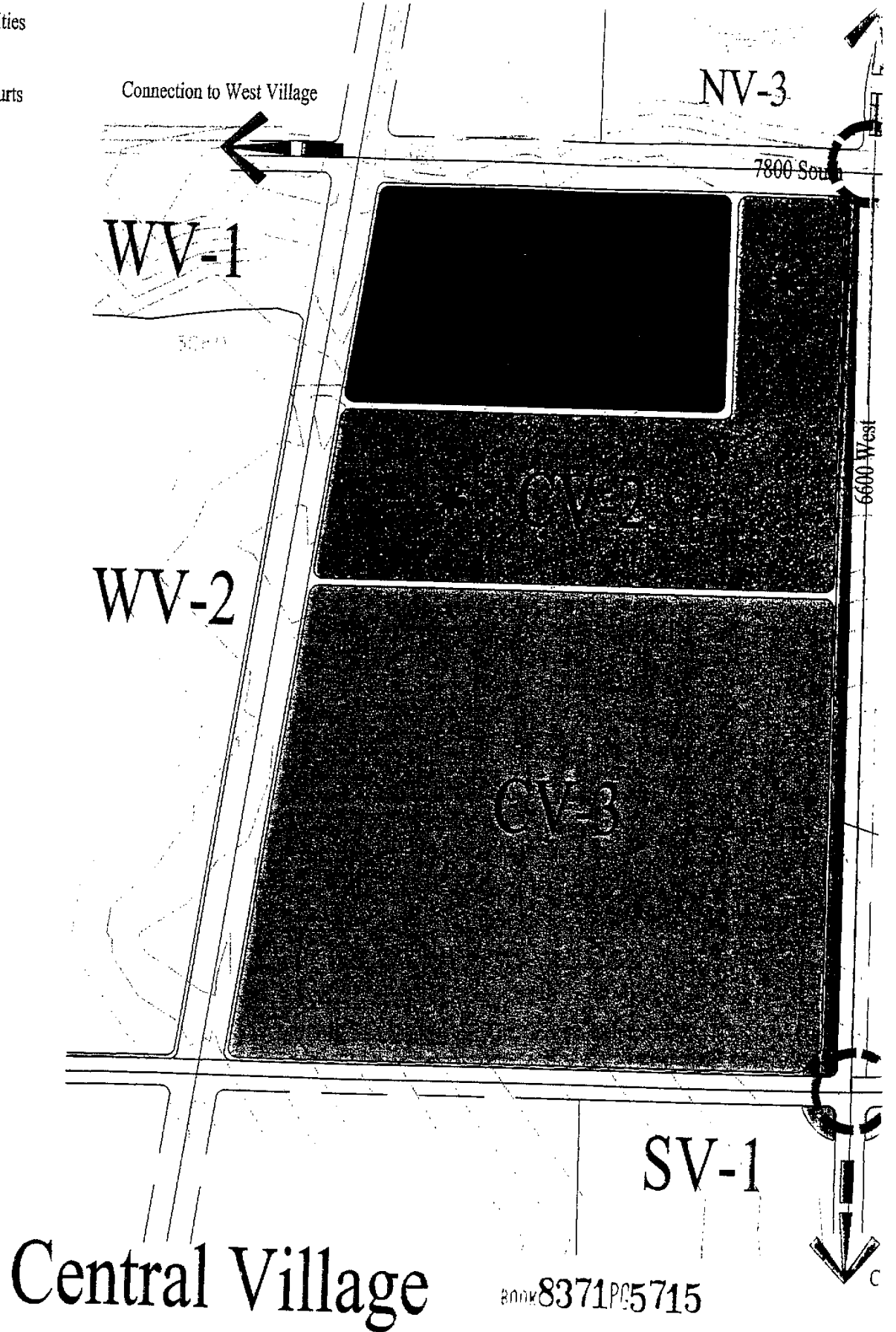
Land uses included in the Southeast Village are single family residential townhomes, 18.1 acres of Neighborhood Parks and a 3.3 acre Church site.

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HIGHLIGHTED AREA-POOR COPY
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- * Recreational Facilities
 - Pool
 - Spa
 - Sport and Ball Courts
 - Clubhouses
 - Playgrounds
 - Picnic Areas
 - Benches
 - Walkways

- ⌋ Landscaped Entry Monument



Central Village

8371PG5715

Connection to North
 Village Trail
NV-2

Central Village

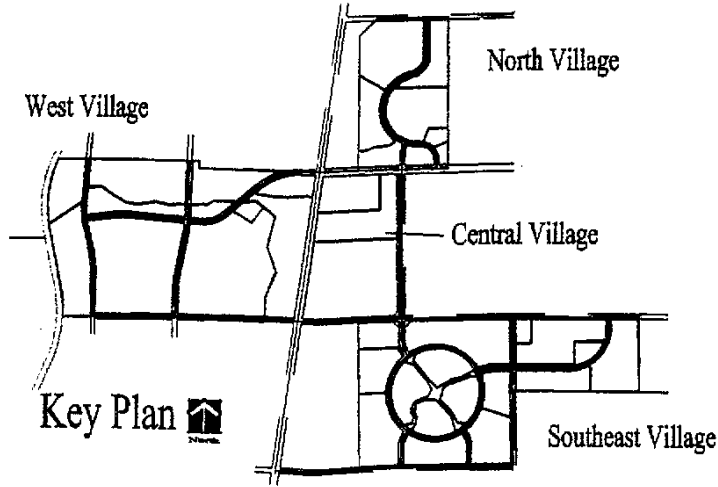
AREA	ACRES	%	LAND USE DESIGNATION	UNITS	%
CV-1	17.5		Neighborhood Commercial (SC-1)		
CV-2	22.1		Light Multiple Residential (R-3-16)	343	
CV-3	50.0		School Site (SCL)		
CV-4	2.2		Entry Parkway (EP)		
Total	94.3	14.0		343	13.2

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Jordan Hills Villages

83711 PG 5 716

CV-4



Connection to Southeast
 Village Trail

Project Information

Drawn By: SCM
 Checked By: SCM
 Project Number: WAA&L049
 Date Plotted: May 18, 2008

**CONCEPT
 PLAN**

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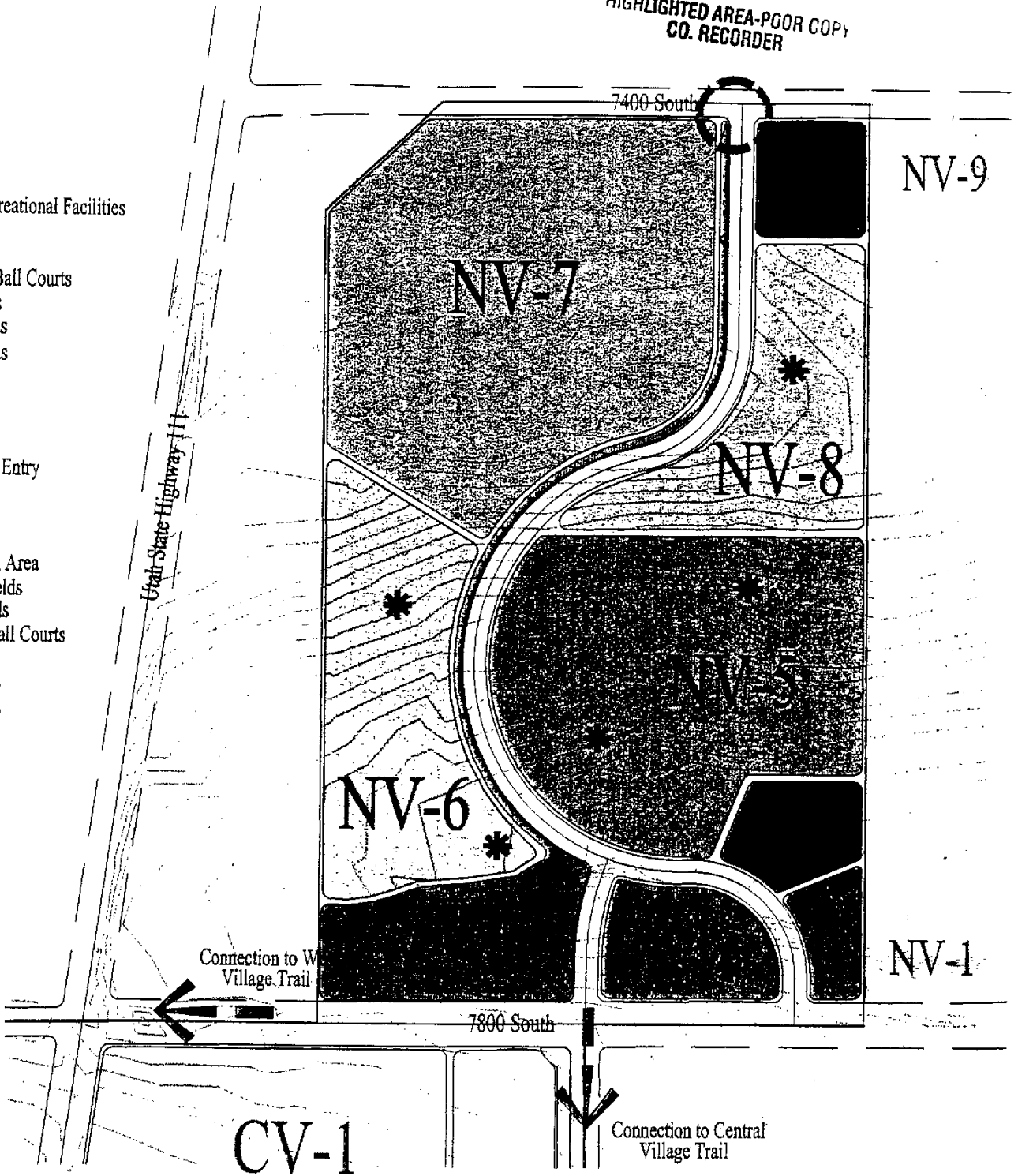
* Private Recreational Facilities

- Pool
- Spa
- Sport and Ball Courts
- Clubhouses
- Playgrounds
- Picnic Areas
- Benches
- Walkways

) Landscaped Entry Monument

||| Recreational Area

- Baseball Fields
- Soccer Fields
- Sport and Ball Courts
- Restrooms
- Playgrounds
- Picnic Areas
- Benches
- Walkways



North Village

BOOK 8371 PG 5717

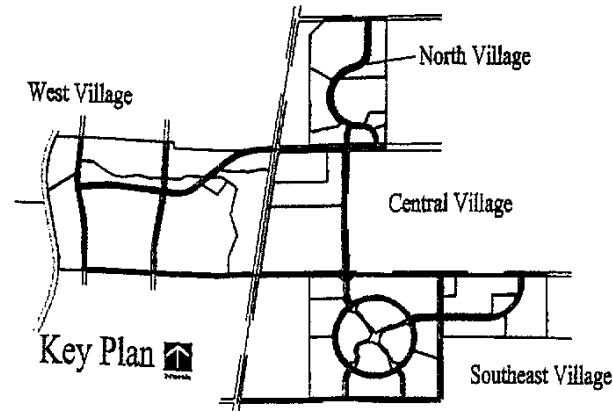
9

AREA	ACRES	%	LAND USE DESIGNATION	UNITS	%
NV-1	2.2		Neighborhood Park (NP)		
NV-2	5.6		Neighborhood Park (NP)		
NV-3	11.3		Neighborhood Park (NP)		
NV-4	2.7		Church Site (CH)		
NV-5	20.7		Light Multiple Residential (R-3-16)	295	
NV-6	11.9		Light Multiple Residential (R-3-12)	150	
NV-7	26.0		Single-Family Residential (R-1-5)	161	
NV-8	10.8		Light Multiple Residential (R-3-12)	141	
NV-9	3.0		Neighborhood Commercial (SC-1)		
Total	94.1	13.9		747	28.7

North Village

Jordan Hills Villages

BOOK 8371P05718



Project Information	
Drawn By:	SOM
Checked By:	SOM
Project Number:	WARRA_040
Date Plotted:	May 18, 2000



CONCEPT PLAN

SV-13



HIGHLIGHTED AREA-PG09 COPY
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Jordan Hills Villages

BOOK 8371 PGS 720

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Checked By:	SOM
Project Number:	WJAA-046
Date Plotted:	May 18, 2006
Scale/Units:	

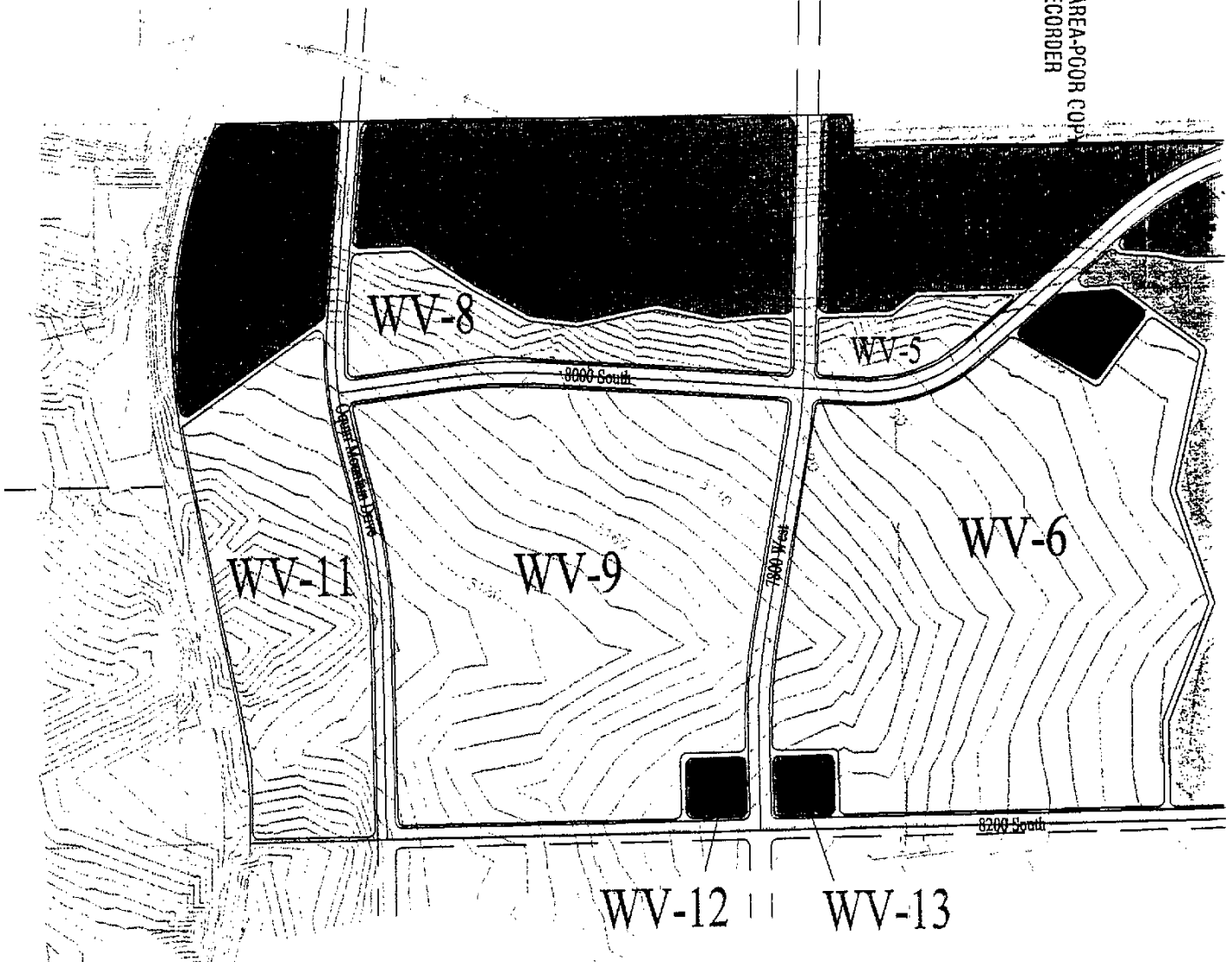
Southeast Village



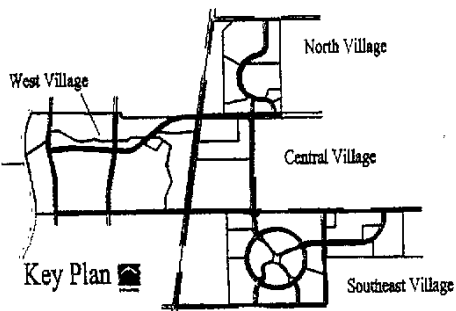
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AREA	ACRES	%	LAND USE DESIGNATION	UNITS	%
SV-1	8.7		Community Park (CP)		
SV-2	12.0		Single-Family Residential (R-1-5)	74	
SV-3	20.5		Light Multiple Residential (R-3-12)	127	
SV-4	29.0		Single-Family Residential (R-1-7)	125	
SV-5	11.0		Single Family Residential (R-1-5)	58	
SV-6	10.2		Light Multiple Residential (R-3-12)	123	
SV-7	5.3		Linear Park (LP)		
SV-8	8.5		Single-Family Residential (R-1-7)	40	
SV-9	11.0		School Site (SCL)		
SV-10	14.4		Single-Family Residential (R-1-7)	62	
SV-11	16.2		Single-Family Residential (R-1-7)	70	
SV-12	9.3		Single-Family Residential (R-1-7)	40	
SV-13	3.3		Neighborhood Commercial (SC-1)		
SV-14	22.3		Single-Family Residential (R-1-7)	96	
SV-15	4.1		Neighborhood Park (NP)		
SV-16	8.6		Single-Family Residential (R-1-5)	52	
SV-17	20.5		Single-Family Residential (R-1-10)	68	
SV-18	3.5		Church (CH)		
SV-19	5.0		Neighborhood Commercial (SC-1)		
Total	218.4	32.3		935	35.9

HIGHLIGHTED AREA-PG08 COP
CO. RECORDER

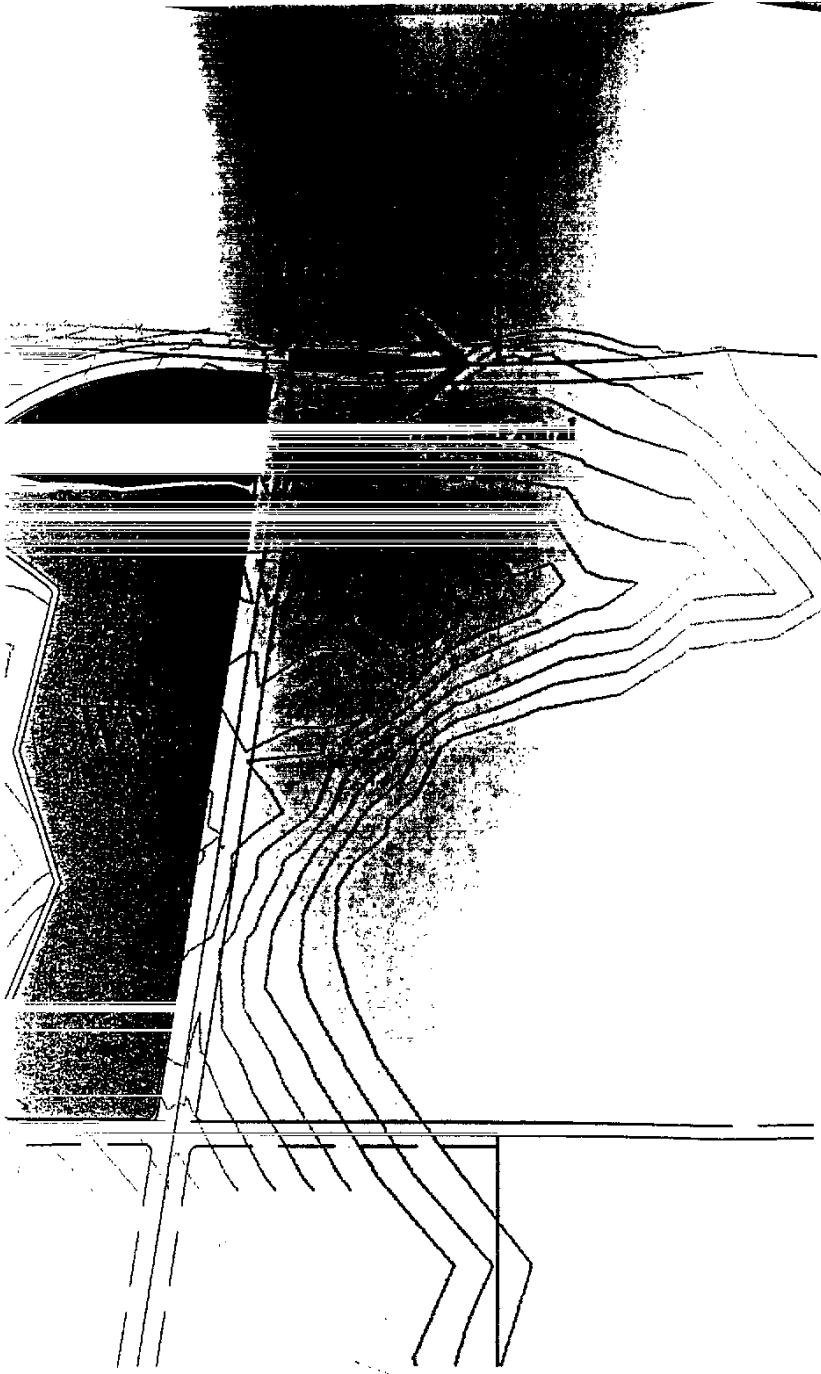


West Village



- * Recreational Facilities
 - Pool
 - Spa
 - Sport and Ball Courts
 - Clubhouses
 - Playgrounds
 - Picnic Areas
 - Benches
 - Walkways

BOOK 8371 PG 5721



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 CO. RECORDER

Jordan Hills Villages

BOOK 8371 PG 5722

AREA	ACRES	%	LAND USE DESIGNATION	UNITS	%
WV-1	9.0		Neighborhood Park (NP)		
WV-2	34.4		Single-Family Residential (R-1-5)	214	
WV-3	2.7		Church Site (CH)		
WV-4	17.3		Neighborhood Park (NP)		
WV-5	4.9		Single-Family Residential (R-1-12)	7	
WV-6	60.5		Single-Family Residential (R-1-10)	221	
WV-7	26.2		Neighborhood Park (NP)		
WV-8	12.7		Single-Family Residential (R-1-12)	18	
WV-9	58.3		Single-Family Residential (R-1-12)	85	
WV-10	13.0		Neighborhood Park (NP)		
WV-11	24.5		Single-Family Residential (R-1-12)	34	
WV-12	2.5		Neighborhood Commercial (SC-1)		
WV-13	2.5		Neighborhood Commercial (SC-1)		
Total	268.6	39.8		579	22.2

West Village

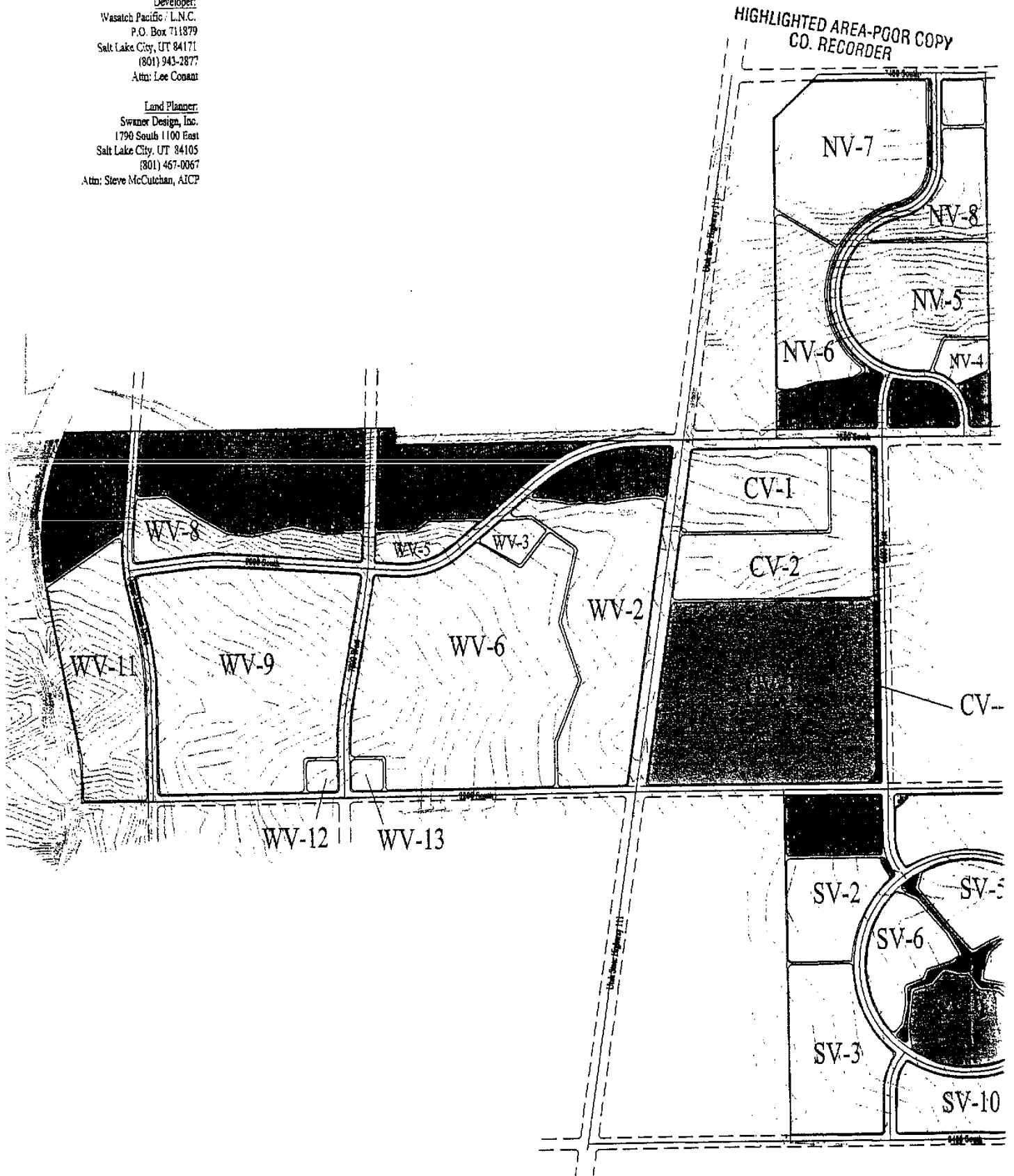
Project Information
 Drawn By: SOM
 Checked By: SOM
 Project Number: WABA-040
 Date Plotted: May 18, 2008



CONCEPT
 PLAN

Developer:
Wasatch Pacific L.N.C.
P.O. Box 711879
Salt Lake City, UT 84171
(801) 943-2877
Attn: Lee Conant

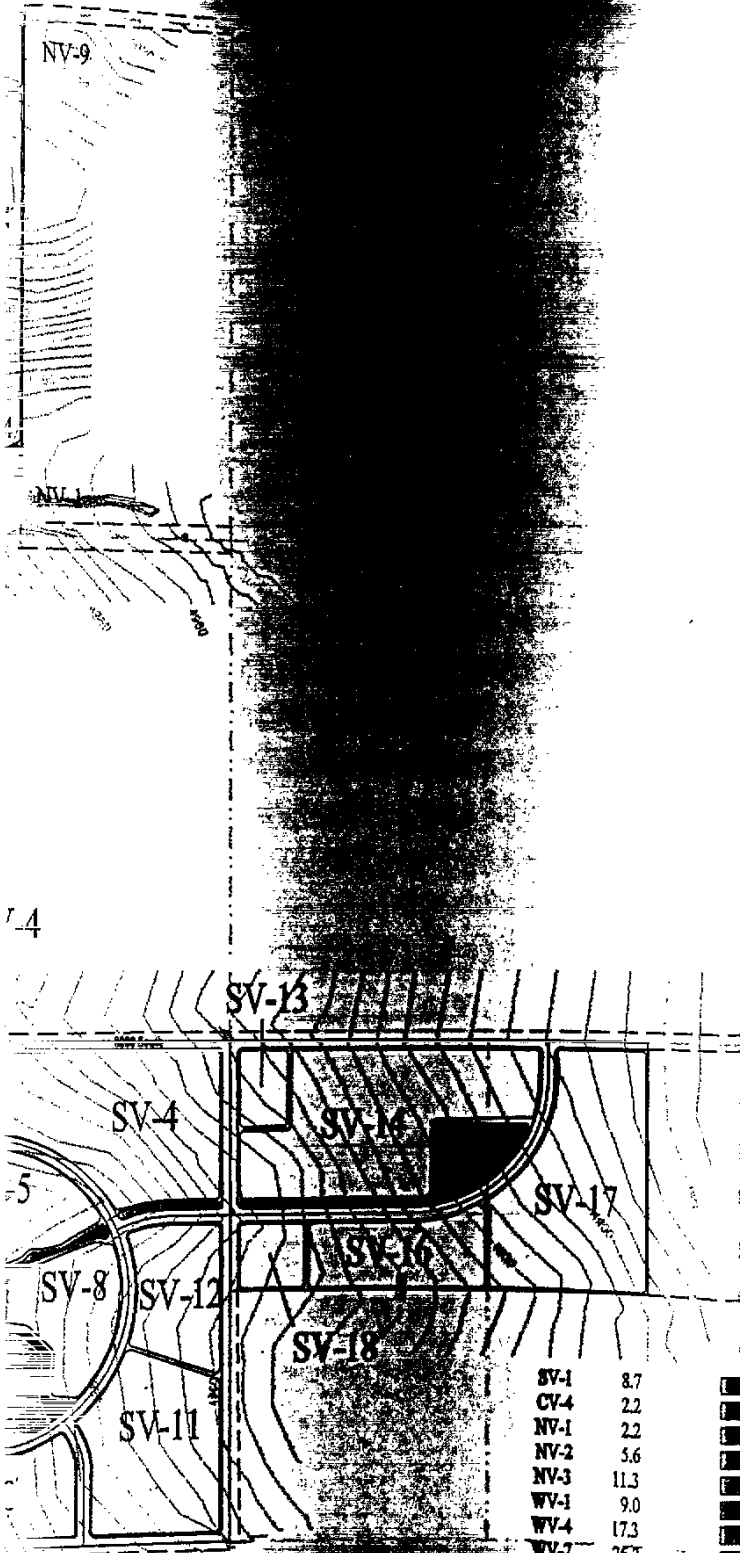
Land Planner:
Swaner Design, Inc.
1790 South 1100 East
Salt Lake City, UT 84105
(801) 467-0067
Attn: Steve McCutchan, AICP



Open Space Plan

BOOK 8371 PG 5723

School sites contribute to ope



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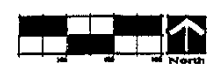
Jordan Hills Villages

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SV-1	8.7		Community Park (CP)
CV-4	2.2		Entry Parkway (EP)
NV-1	2.2		Neighborhood Park (NP)
NV-2	5.6		Neighborhood Park (NP)
NV-3	11.3		Neighborhood Park (NP)
WV-1	9.0		Neighborhood Park (NP)
WV-4	17.3		Neighborhood Park (NP)
WV-7	26.2		Neighborhood Park (NP)
WV-10	13.0		Neighborhood Park (NP)
SV-7	5.3		Neighborhood Park (NP)
SV-15	4.1		Linear Park (LP)
Subtotal	107.1	15.9	Neighborhood Park (NP)

CV-3	50.0		School Site (SCL)
SV-9	11.0		School Site (SCL)
Subtotal	61.0	0	

Project Information
 Drawn By: SCM
 Checked By: SCM
 Project Number: WABA-04
 Date Plotted: January 14, 2008



CONCEPT PLAN

space, but are not included in the calculations.

4. Land Use Designations

The Concept Plan includes ten (10) land use designations. The following is a brief description of each designation.

a. Single-Family Residential (R-1)

Single family residential areas are characteristic of traditional single family neighborhoods with individual lots and residences. It is anticipated that the Single family residential neighborhoods will create housing principally for families ranging from first time home buyers to mature families moving up to a larger lot home. Streets within the neighborhoods are public streets constructed to City standards.

The Jordan Hills Villages Planned Community includes four (4) single family residential densities. The range in densities is to permit a variety of minimum lot sizes permitting a range of housing affordable in the Single Family Detached Residential neighborhoods.

The density ranges and corresponding minimum lots sizes are as follows.

**Table 2
 SINGLE FAMILY RESIDENTIAL (R-1)
 DESIGNATION CHARACTERISTICS**

Designation	Map Label
Single-Family Residential - 12,000 Square Foot Minimum (The 12,000 square foot minimum is designed to permit clustering and open space subdivisions. The maximum overall density permitted in the R-1-12 areas is 1.5 dwelling units per acre)	R-1-12
Single-Family Residential - 10,000 Square Foot Minimum	R-1-10
Single-Family Residential - 7,000 Square Foot Minimum	R-1-7
Single-Family Residential - 5,000 Square Foot Minimum	R-1-5

b. Light Multiple Residential (R-3-12)

Light Multiple Residential (R-3-12) are single family attached communities that provide affordable opportunities for home ownership. A variety of townhome configurations are anticipated including twin homes, traditional townhomes or row houses and condominium developments. Each townhome development would include a recreation feature such as tot lots.

HC 8371 pg 5725
 B101X 8371 pg 5725

picnic areas, play areas or recreation center / swimming pools. Streets within townhome neighborhoods could be either public or private streets.

Single Family Attached Townhomes areas are proposed at a density of 12.0 dwelling units per acre.

c. Light Multiple Residential (R-3-16)

Light Multiple Residential (R-3-16) areas are designed for high density residential uses such as apartments. Two (2) areas have been designated; both are in close proximity to the 7800 South and State Highway 111 intersection and in vicinity of the proposed high school site.

The Light Multiple Residential (R-3-16) land use designations are proposed at 16.0 dwelling units per acre.

d. Neighborhood Commercial (SC-1)

To help serve the day to day shopping needs of area residents, the Concept Plan includes a 17.5 acre Neighborhood Commercial site. The site is located on the southeast corner of State Highway 111 and 7800 South anchoring the portion of the property that includes a Multi-Family site and the proposed high school site. A 17.5 acre Neighborhood Commercial is large enough to accommodate approximately 175,000 square feet of retail floor area.

Additional small neighborhood commercial areas may also be permitted as a part of a residential neighborhoods. These should be reviewed on a case-by-case basis through a conditional use permit application.

e. School Sites (SCL)

The Jordan Hills Villages Preliminary Development Plan includes a site for a new 50.0 acre **high school site** to be located on the northeast corner of State Highway 111 and 8200 South. Twenty (20.0) acres of the site is currently owned by the Jordan School District. The proposed **high school site** will be a focal point for the new planned community area west of 5600 West.

In addition, 11.0 acres has been set aside in the Land Use Concept Plan for an **elementary school site**. The area is within the Southeast Village.

f. Parks (EP, LP, CP and NP)

107.1 acres of parks and open space are planned in the Jordan Hills Villages Planned Community. Most of the park acreage is planned as Neighborhood

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Parks to serve the park and recreation needs of community residents. Included within the parks will be a trail system, or pedestrian linkage, that will link areas of the planned community both internally and externally with the City of West Jordan's citywide trail network.

A 8.7 acre Community Park is planned in the Southeast Village, across 8200 South from the proposed high school site. It was located there to integrate the probable recreation facilities of the high school — ball fields, soccer fields, tennis courts, etc. —, with a large, open play area community park that will be designed to accommodate a variety of formal and informal play areas. The Community Park is located along the pedestrian pathway that stretches throughout the entire planned community.

Pedestrian linkages between land uses in the Jordan Hills Villages Planned Community is seen as an important feature of the planned community. Therefore, a system of pedestrian linkage areas have been designed as part of the park and recreation network. Pedestrian linkage parks have been planned between the planned community entrance at 7800 South and 6600 West and areas within the Southeast Village. In addition, a large natural drainage area incorporated into the neighborhood park system will tie the west end of the West Village with the planned community entrance. Therefore, a resident could walk or ride from the east of the project to the west on a pedestrian linkage system, a distance of 2.4 miles.

Figure 9 is an Open Space / Recreation Plan. It illustrates the location of the Community Park, Neighborhood Parks, Pedestrian Parkways and the proposed high school site.

g. Church Sites (CH)

Three church sites have been designated on the Land Use Concept Plan. Church sites are generally between 2.5 and 3.3 acres in area and are located within residential areas along arterial streets.

5. Phasing Plan

Jordan Hills Villages is anticipated to be phased over a period of time based principally on market conditions and absorption. The development of the master planned community will begin in the Southeast Village and move through the Central, North and West Villages in succession. Figure 9B is an illustration of the anticipated Phasing Plan.

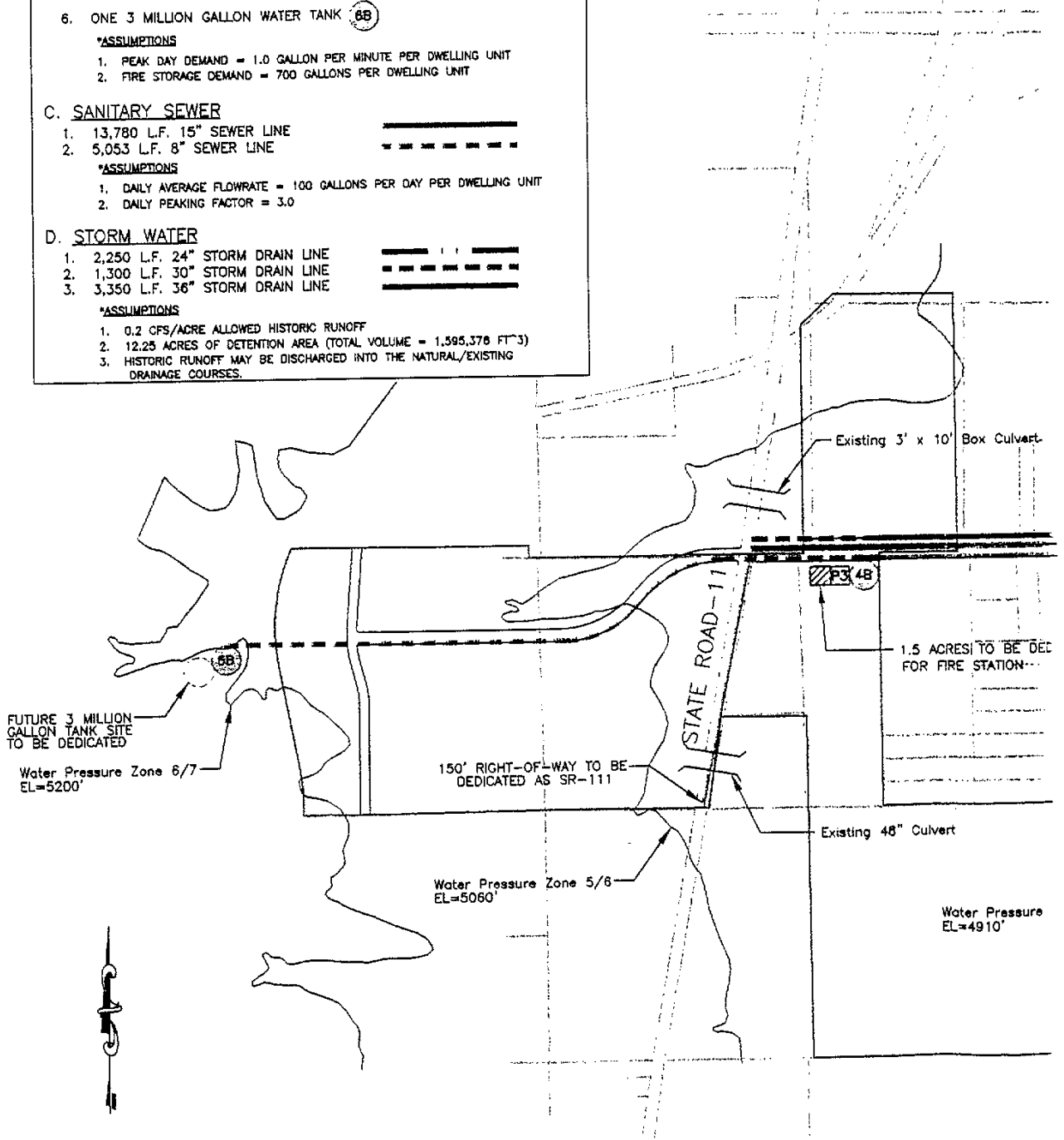
6. Offsite Improvement Plan

Ward Engineering Group has prepared an Offsite Improvement Plan illustrating conceptually the location of future water improvements, sewer improvements, storm drainage improvements and roads needed to service the project. The plan is included as Figure 9A.

BOOK 8371 PG 5727

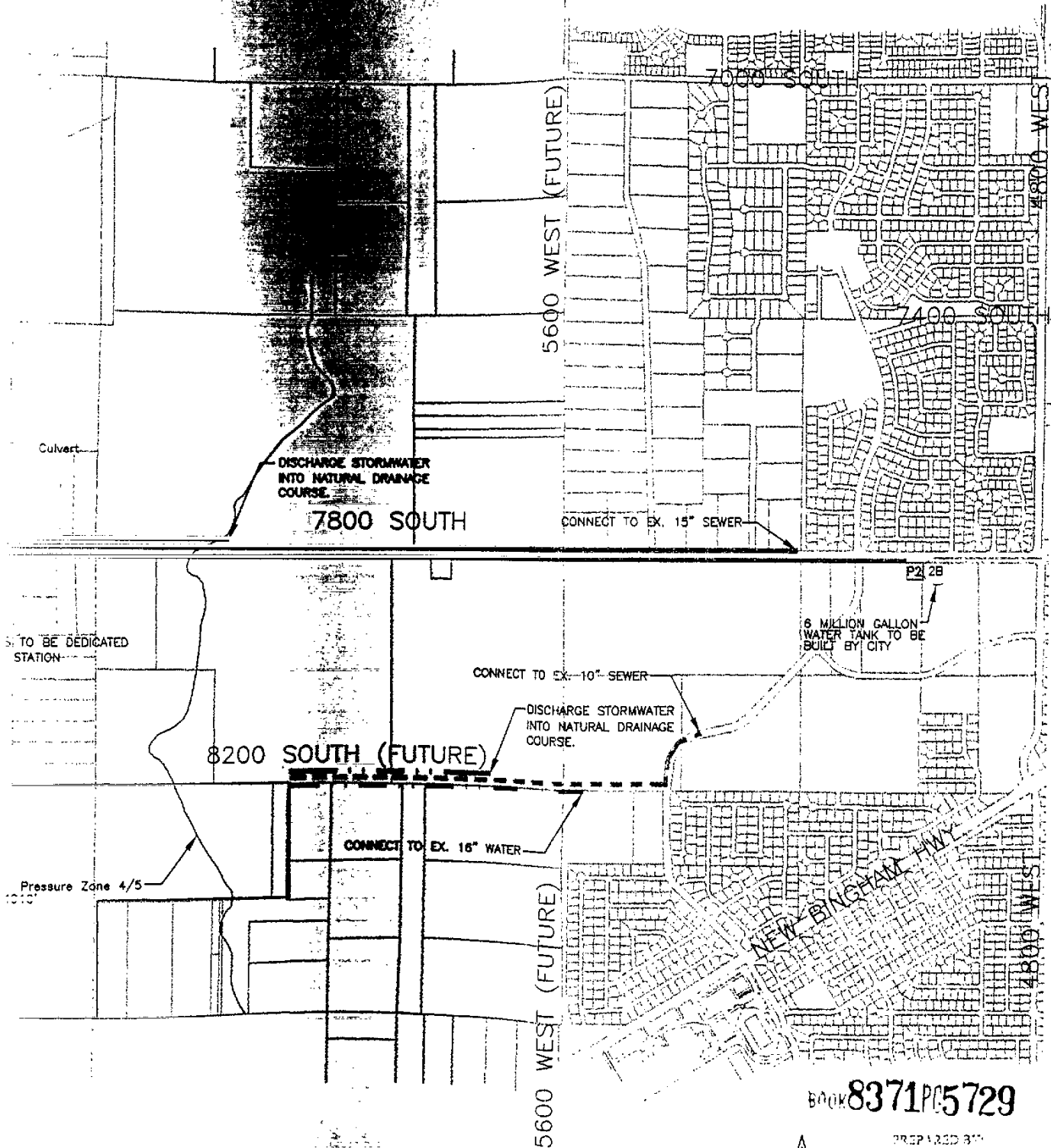
THE JORDAI OFFSITE IMF

- A. STREET IMPROVEMENTS**
- 1,315 L.F. 7800 SOUTH - 1/2 RIGHT-OF-WAY
 - 771 L.F. 7800 SOUTH - FULL RIGHT-OF-WAY
- B. WATER**
- 11,100 L.F. 24" WATER TRANSMISSION LINE
 - 6,800 L.F. 18" WATER TRANSMISSION LINE
 - 6,800 L.F. 8" WATERLINE
 - TWO BOOSTER PUMP STATIONS P3 P2
 - ONE 6 MILLION GALLON WATER TANK 4B
 - ONE 3 MILLION GALLON WATER TANK 6B
- *ASSUMPTIONS**
- PEAK DAY DEMAND = 1.0 GALLON PER MINUTE PER DWELLING UNIT
 - FIRE STORAGE DEMAND = 700 GALLONS PER DWELLING UNIT
- C. SANITARY SEWER**
- 13,780 L.F. 15" SEWER LINE
 - 5,053 L.F. 8" SEWER LINE
- *ASSUMPTIONS**
- DAILY AVERAGE FLOWRATE = 100 GALLONS PER DAY PER DWELLING UNIT
 - DAILY PEAKING FACTOR = 3.0
- D. STORM WATER**
- 2,250 L.F. 24" STORM DRAIN LINE
 - 1,300 L.F. 30" STORM DRAIN LINE
 - 3,350 L.F. 36" STORM DRAIN LINE
- *ASSUMPTIONS**
- 0.2 CFS/ACRE ALLOWED HISTORIC RUNOFF
 - 12.25 ACRES OF DETENTION AREA (TOTAL VOLUME = 1,595,376 FT³)
 - HISTORIC RUNOFF MAY BE DISCHARGED INTO THE NATURAL/EXISTING DRAINAGE COURSES.



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DAN HILLS VILLAGES IMPROVEMENT PLAN



BOOK 8371PC5729

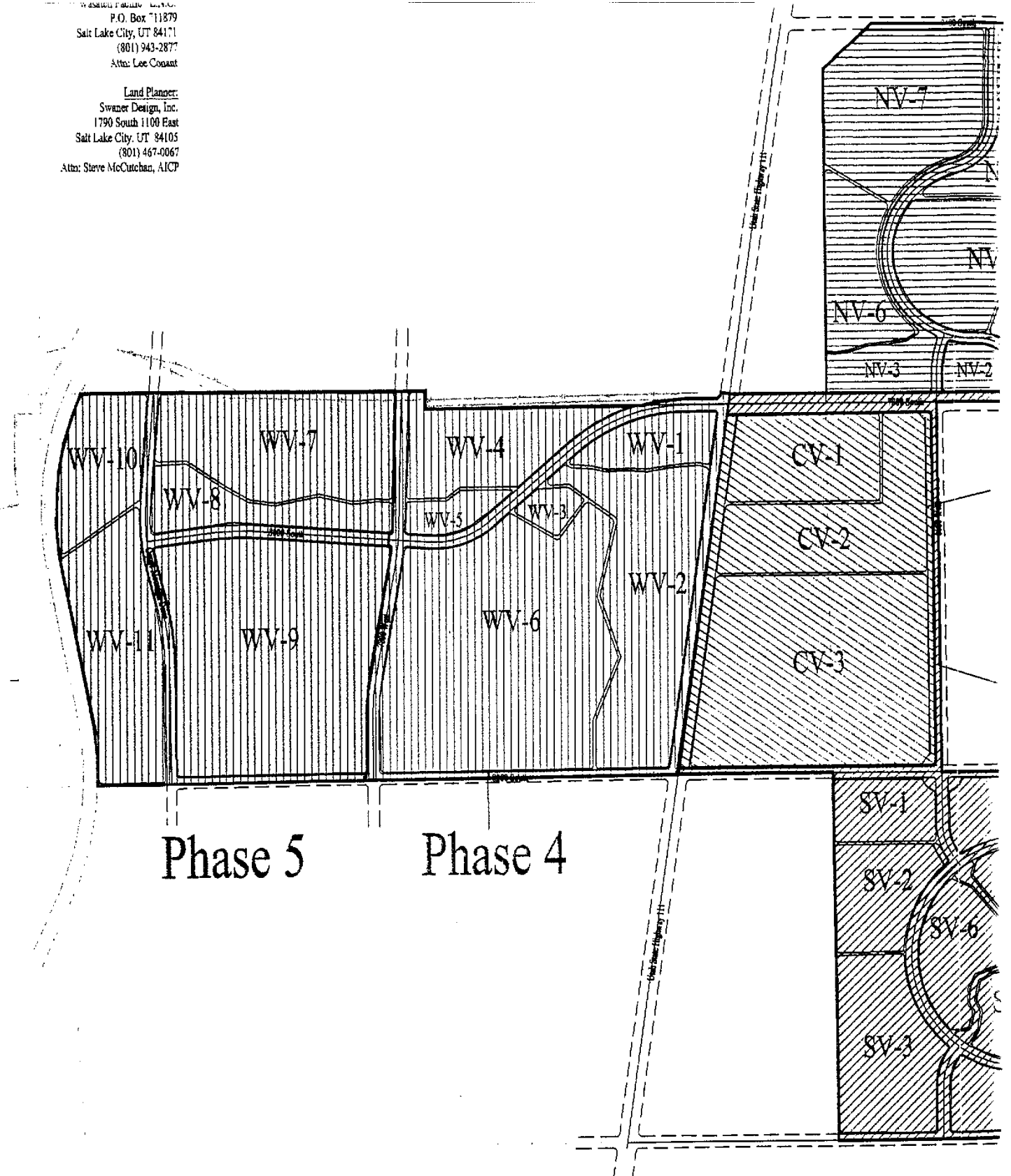
PREPARED BY



Ward Engineering Group
Planning • Engineering • Surveying

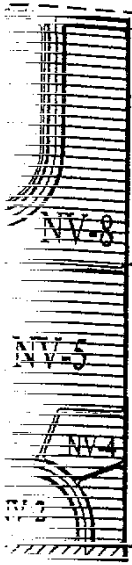
Wasatch Pacific, LLC
P.O. Box 711879
Salt Lake City, UT 84171
(801) 943-2877
Attn: Lee Coonst

Land Planner:
Swaner Design, Inc.
1790 South 1100 East
Salt Lake City, UT 84105
(801) 467-0067
Attn: Steve McCutchan, AICP



BOOK 8371 PG 5730



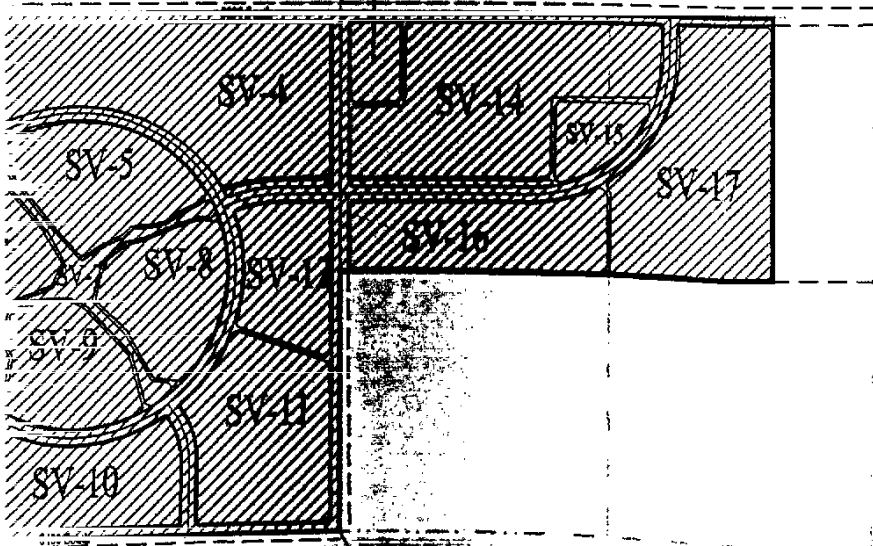


Phase 1

Phase 2

CV-4

SV-13



Jordan Hills Villages

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Phase 1

Phasing Plan

Project Information	
Drawn By:	SCM
Checked By:	SCM
Project Number:	WASA#46
Date Plotted:	January 14, 2008



**CONCEPT
 PLAN**

III. ZONING REGULATIONS

Within the Planned Community (PC) Zone, specific zoning is developed for the land uses contemplated for the property. The following constitutes zoning designations specifically designed for the Jordan Hills Villages Planned Community.

As stated previously, the zoning regulations included herein supercede standard City of West Jordan zoning regulations. City zoning regulations apply only where specific standards have not been cited herein.

A. Single - Family Residential Zone - 12,000 Square Foot Minimum (R-1-12)

1. Purpose of provisions.

The purpose of the R-1-12 land use category is to permit a large lot single family residential neighborhood in a master planned environment.

2. Permitted uses.

- Single family dwelling.
- Accessory uses and buildings customarily incidental to a permitted use.
- Home day care and/or preschool limited to no more than six (6) children.
- Home Occupations.

3. Conditional Uses.

- Small neighborhood commercial areas not to exceed five (5) acres in area.

4. Lot area.

The minimum lot area shall be 12,000 square feet.

The 12,000 square foot minimum is designed to permit clustering and open space subdivisions. The maximum overall density permitted in the R-1-12 areas is 1.5 dwelling units per acre.

5. Lot width.

The minimum lot width shall be 90 feet measured at the front yard setback line.

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6. Lot Depth.

The minimum lot depth shall 140 feet.

7. Front yard.

Front yard and corner street side yard setbacks shall be measured from the back of curb. All minimum setbacks included herein for front yards and corner street side yards are distances from the back of curb.

The minimum front yard setback varies based upon the following criteria (See Figure 9B for graphical illustration):

- a. All setbacks will vary between 29 feet, 31 feet and 33 feet minimums.
- b. On each block, setbacks will vary with each minimum setback being used no more than on one third of the homes on a given block.
- c. On contiguous lots, the same setback shall not be repeated more than twice.

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Zoning Designations	R-1-12	
Minimum Lot Area	12,000 SF****	
Minimum Lot Width	90'	
Minimum Lot Depth	140'	
Minimum Front Yard Setbacks	29' / 31' / 33** Living Area: 15' Side Entry Garage: 15'	2 Liv Side Entry
Minimum Side Yard Setbacks	Single Side: 10" Combined Minimum: 22'	Sin Combined
Minimum Corner Lot Side Yard Setbacks	29'	
Minimum Rear Yard Setbacks	25'	
Minimum Living Area	1 Story: 1,200 SF 2 Story / Split Level: 1,400 SF	1 Sto Split Lev
Maximum Building Height	35'	
Minimum Distance Between Buildings	N/A	

- * The minimum front yard setback for the R-1-12, R-1-10 and R-1-7 varies based on the following criteria:
- (1) All front yard setbacks are measured from back of curb.
 - (1) All setbacks will vary between 29 feet, 31 feet and 33 feet minimums.
 - (2) On each block, setbacks will vary with each minimum setback being used.
 - (3) On contiguous lots, the same minimum setback shall not be repeated more than once.

The following additional criteria should be considered in home design to add value:

- (a) Living areas, including interior living spaces and covered porches, may be required.
- (b) Side entry garages may be located within 15 feet from right-of-way.
- (c) All front entry garages shall be a minimum of 20, 23 or 25 feet from right-of-way.

** Yard setbacks for the R-3-12 and R-3-16 areas are measured from the overall lot width.

*** Based upon UBC measurement method.

**** The 12,000 square foot minimum is designed to permit clustering and open space. The maximum overall density permitted in the R-1-12 areas is 1.5 dwelling units per acre.

Table 3

idential Zoning Summary

R-1-10	R-1-7	R-1-5	R-3-12	R-3-16
2,000 SF	7,000 SF	5,000 SF	No Minimum	No Minimum
80'	60'	50'	No Minimum	No Minimum
100'	90'	80'	No Minimum	No Minimum
31' / 33* Area: 15' Side: 15'	29' / 31' / 33* Living Area: 15' Side Entry Garage: 15*	Living Area: 13' Side Entry Garage: 13' Front Facing Garage: 20'	29***	29***
Side: 7' / 15'	6' Zero Lot Line: 0' / 12'	4' Zero Lot Line: 0' / 8'	10*** Accessory Bldg: 0'	20*** Accessory Bldg: 0'
24'	19'	19'	24***	24***
20'	15'	15'	20*** Accessory Bldg: 0'	20*** Accessory Bldg: 0'
200 SF Story / 400 SF	1 Story: 1,100 SF 2 Story / Split Level: 1,300 SF	1 Story: 900 SF 2 Story / Split Level: 1,200 SF	900 SF	1 Bedroom Unit: 600 SF 2 or More Bedrooms Unit: 700 SF
35'	35'	35'	35****	45' ***
N/A	N/A	N/A	10'	15'

on the following criteria:

more than on one third of the homes on a given block.
twice.

to front facades and de-emphasize the number of front facing garages:
located within 15 feet from right-of-way.

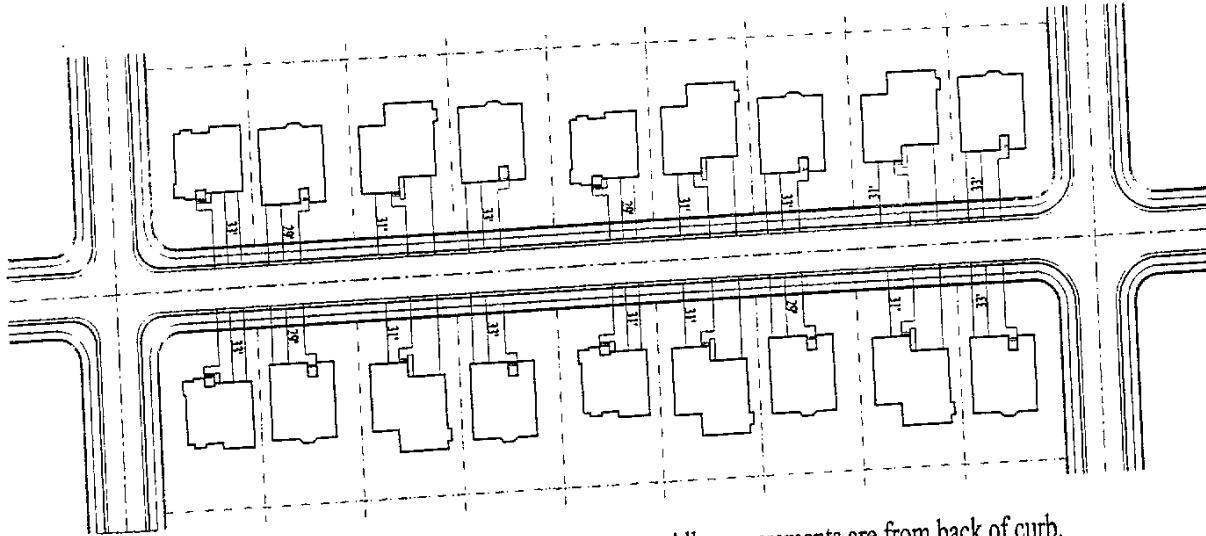
based upon the criteria above.

party perimeter.

subdivisions.
per acre.

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- d. On contiguous lots, the same minimum setback shall not be repeated more than twice.



All measurements are from back of curb.

Figure 9B
Variable Front Yard Setbacks 29' / 31' / 33'
Building Types are Conceptual

- (1) The following additional criteria should be considered in home design to add variety to front facades and de-emphasize the number of front facing garages:
- (a) Living areas, including interior living spaces and covered porches, may be located within 15 feet from right-of-way.
 - (b) Side entry garages may be located within 15 feet from right-of-way.
 - (c) All front entry garages shall be a minimum of 20, 23 or 25 feet from right-of-way based upon the criteria above.

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8. Side yards.

Ten (10) feet minimum with a combined minimum sideyard setback of twenty two (22) feet.

On corner lots, the street side yard setback shall be 29 feet from back of curb.

9. Rear yard.

The minimum rear yard setback shall be twenty five (25) feet.

10. Minimum Living Area Square Footage

The minimum finished living area square footage shall be 1,200 square feet for a single story dwelling unit and 1,400 square feet for a two story or split level dwelling unit.

11. Maximum building height.

35 feet. No dwelling shall contain less than one story.

12. Additional Dwelling Requirements

All homes shall be constructed to City standards including the application of masonry to the front facade and no single house plan can be repeated more than five (5) times on any given block.

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B. Single - Family Residential - 10,000 Square Foot Minimum (R-1-10)

1. Purpose of provisions.

The purpose of the R-1-10 land use category is to permit a traditional single family residential neighborhood in a master planned environment.

2. Permitted uses.

- Single family dwelling.
- Accessory uses and buildings customarily incidental to a permitted use.
- Home day care and/or preschool limited to no more than six (6) children.
- Home Occupations.

3. Conditional Uses.

- Small neighborhood commercial areas not to exceed five (5) in area.

4. Lot area.

The minimum lot area shall be 10,000 square feet.

5. Lot width.

The minimum lot width shall be 80 feet measured at the front yard setback line.

6. Lot Depth.

The minimum lot depth shall 100 feet.

7. Front yard.

Front yard and corner street side yard setbacks shall be measured from the back of curb. All minimum setbacks included herein for front yards and corner street side yards are distances from the back of curb.

The minimum front yard setback varies based upon the following criteria (See Figure 9B for graphical illustration):

- a. All setbacks will vary between 29 feet, 31 feet and 33 feet minimums.

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- b. On each block, setbacks will vary with each minimum setback being used no more than on one third of the homes on a given block.
- c. On contiguous lots, the same minimum setback shall not be repeated more than twice.
 - (1) The following additional criteria should be considered in home design to add variety to front facades and de-emphasize the number of front facing garages:
 - (a) Living areas, including interior living spaces and covered porches, may be located within 15 feet from right-of-way.
 - (b) Side entry garages may be located within 15 feet from right-of-way.
 - (c) All front entry garages shall be a minimum of 20, 23 or 25 feet from right-of-way based upon the criteria above.

8. Side yards.

Seven (7) feet minimum with a combined minimum sideyard setback of fifteen (15) feet.

On corner lots, the street side yard setback shall be 24 feet from right of way dedication.

9. Rear yard.

The minimum rear yard setback shall be twenty (20) feet.

10. Minimum Living Area Square Footage

The minimum finished living area square footage shall be 1,200 square feet for a single story dwelling unit and 1,400 square feet for a two story or split level dwelling unit.

11. Maximum building height.

35 feet. No dwelling shall contain less than one story.

12. Additional Dwelling Requirements

All homes shall be constructed to City standards including the application of masonry to the front facade and no single house plan can be repeated more than five (5) times on any given block.

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C. Single - Family Residential - 7,000 Square Foot Minimum (R-1-7)

1. Purpose of provisions.

The purpose of the R-1-8 land use category is to permit a traditional lot single family residential neighborhood in a master planned environment.

2. Permitted uses.

- Single family dwelling.
- Accessory uses and buildings customarily incidental to a permitted use.
- Home day care and/or preschool limited to no more than six (6) children.
- Home Occupations.

3. Conditional Uses.

- Small neighborhood commercial areas not to exceed five (5) acres in area.

4. Lot area.

The minimum lot area shall be 7,000 square feet.

5. Lot width.

The minimum lot width shall be 60 feet measured at the front yard setback line.

6. Lot Depth.

The minimum lot depth shall 90 feet.

7. Front yard.

Front yard and corner street side yard setbacks shall be measured from the back of curb. All minimum setbacks included herein for front yards and corner street side yards are distances from the back of curb.

The minimum front yard setback varies based upon the following criteria (See Figure 9B for graphical illustration):

- a. All setbacks will vary between 29 feet, 31 feet and 33 feet minimums.

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- b. On each block, setbacks will vary with each minimum setback being used no more than on one third of the homes on a given block.
- c. On contiguous lots, the same setback shall not be repeated more than twice.
 - (1) The following additional criteria should be considered in home design to add variety to front facades and de-emphasize the number of front facing garages:
 - (a) Living areas, including interior living spaces and covered porches, may be located within 15 feet from right-of-way.
 - (b) Side entry garages may be located within 15 feet from right-of-way.
 - (c) All front entry garages shall be a minimum of 20, 23 or 25 feet from right-of-way based upon the criteria above.

8. Side yards.

Six (6) feet minimum.

On corner lots, the street side yard setback shall be 19 feet from public streets.

9. Zero Lot Line Developments

Zero lot line developments — residential developments where homes are located on directly on one property line creating a zero lot line —, may be permitted based upon the following provisions:

- The front and rear yard setbacks included herein shall be maintained.
- A side yard setback of 12 feet shall be maintained on the non-zero lot line side of the residence.
- All building code requirements for construction on a property line shall be met. (See Figure 9C for graphical illustration)

10. Rear yard.

The minimum rear yard setback shall be 15 feet.

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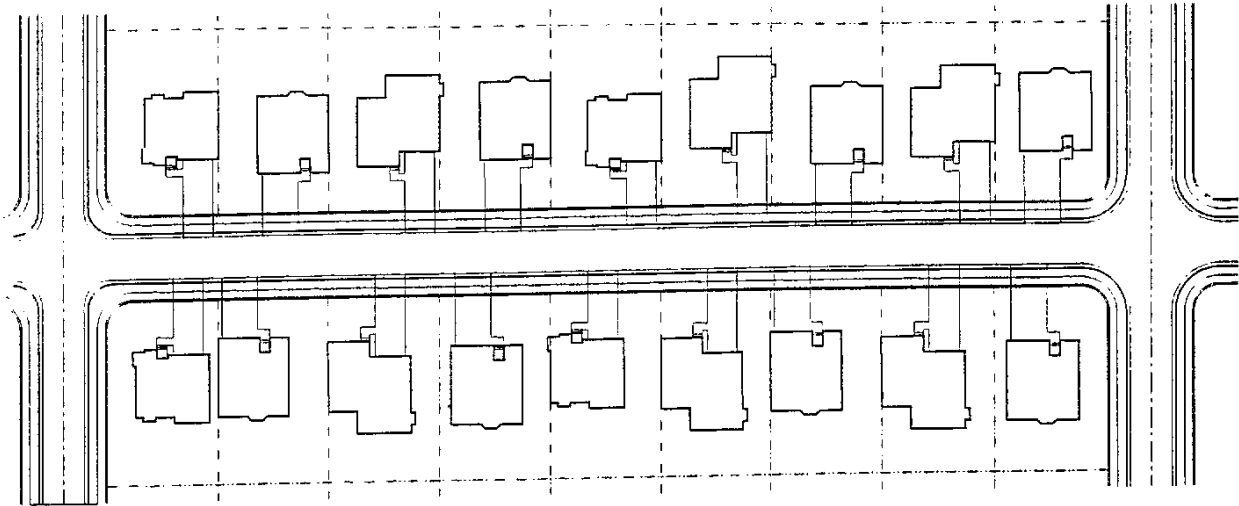


Figure 9C
Zero Lot Line Development
Building Types are Conceptual

11. Minimum Living Area Square Footage

The minimum finished living area square footage shall be 1,100 square feet for a single story dwelling unit and 1,300 square feet for a two story or split level dwelling unit.

12. Maximum building height.

35 feet. No dwelling shall contain less than one story.

13. Additional Dwelling Requirements

All homes shall be constructed to City standards including the application of masonry to the front facade and no single house plan can be repeated more than five (5) times on any given block.

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D. Single - Family Residential - 5,000 Square Foot Minimum (R-1-5)

1. Purpose of provisions.

The purpose of the R-1-5 land use category is to permit a small lot single family residential neighborhood in a master planned environment.

2. Permitted uses.

- Single family dwelling.
- Accessory uses and buildings customarily incidental to a permitted use.
- Home day care and/or preschool limited to no more than six (6) children.
- Home Occupations.

3. Conditional Uses.

- Small neighborhood commercial areas not to exceed two and one half (2 1/2) acres in area.

4. Lot area.

The minimum lot area shall be 5,000 square feet.

5. Lot width.

The minimum lot width shall be 50 feet measured at the front yard setback line.

6. Lot Depth.

The minimum lot depth shall 80 feet.

7. Front yard.

The minimum front yard setback varies based upon the following criteria:

- a. Living areas, including interior living spaces and covered porches may be located within 13 feet from right-of-way.
- b. Side entry garages may be located within 13 feet from right-of-way.
- c. All front entry garages shall be a minimum of 20 feet from right-of-way.

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8. Side yards.

Four (4) minimum.

On corner lots, the street side yard setback shall be ten (10) feet from public streets.

9. Zero Lot Line Developments

Zero lot line developments — residential developments where homes are located on directly on one property line creating a zero lot line --, may be permitted based upon the following provisions:

- The front and rear yard setbacks included herein shall be maintained.
- A side yard setback of eight (8) feet shall be maintained on the non-zero lot line side of the residence.
- All building code requirements for construction on a property line shall be met. (See Figure 9C for graphical illustration)

10. Rear yard.

The minimum rear yard setback shall be 15 feet.

11. Minimum Living Area Square Footage

The minimum finished living area square footage shall be 900 square feet for a single story dwelling unit and 1,200 square feet for a two story or split level dwelling unit.

12. Maximum building height.

35 feet. No dwelling shall contain less than one story.

13. Additional Dwelling Requirements

All homes shall be constructed to City standards including the application of masonry to the front facade and no single house plan can be repeated more than five (5) times on any given block.

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E. Light Multiple Residential - 12 Dwelling Units Per Acre (R-3-12)

1. Purpose of provisions.

The purpose of the R-3-12 Zone is to provide single family attached residential housing principally for owner occupied units.

2. Permitted uses.

- Single Family Attached Townhomes or multiple family dwellings up to eight (8) units in a single building.
- Accessory uses and buildings customarily incidental to a permitted use including garages, carports, service building and private recreational facilities designed for the residents of the planned unit development.
- Home Occupations.

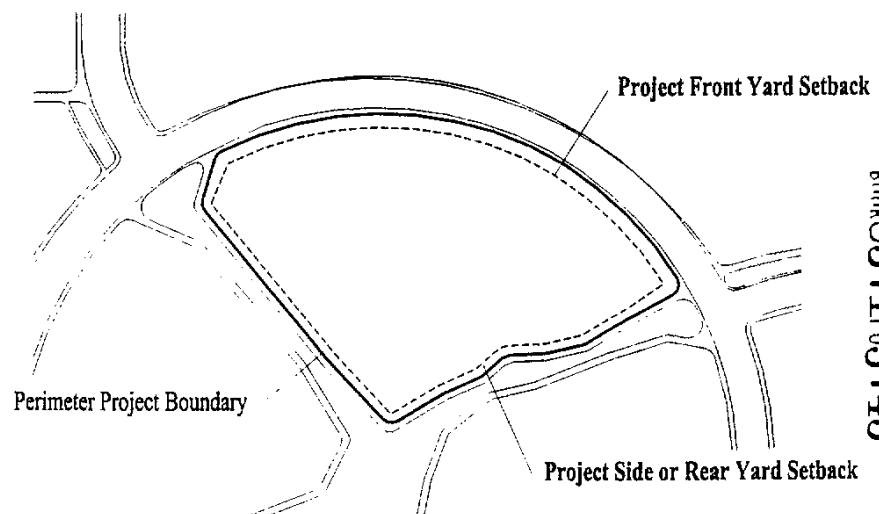
3. Conditional Uses.

- Small neighborhood commercial areas not to exceed five (5) acres in area.

4. Lot area, width and depth.

There is no minimum lot area, width or depth requirements for the overall parcel to be developed.

5. Perimeter project setbacks.



Perimeter project yard setbacks are required open areas within the exterior boundary of a R-3-12 neighborhood. All front yard and street side yard setbacks are measured from back of curb.

a. Front Yard

The perimeter project front yard setback shall be 29 feet. Excepting for streets and driveways, the entire setback area shall be landscaped.

b. Street Side Yards

The perimeter project street side yard setback shall be 19 feet. Excepting for streets and driveways, the entire setback area shall be landscaped.

c. Interior Side Yards

Interior side yard setbacks along the perimeter project shall be 15 feet. A minimum of five feet shall be landscaped, except where the area is part of individual dwelling unit private yard area.

Accessory Buildings: Enclosed garage units may be placed upon the property line providing all provisions of the Uniform Building Code are met.

d. Rear Yards

Rear yard setbacks along the perimeter project shall be 20 feet. A minimum of five feet shall be landscaped, except where the area is part of individual dwelling unit private yard area.

Accessory Buildings: Enclosed garage units may be placed upon the property line providing all provisions of the Uniform Building Code are met.

6. Distance between buildings.

The minimum side yard distance between main buildings shall be 10 feet. The minimum rear yard distance between main buildings shall be 20 feet. The distance between a main building and accessory building shall be ten (10) feet.

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PG 5746

7. Minimum Living Area Square Footage

The minimum finished living area square footage shall be 900 square feet.

8. Building height.

Main Buildings. 35 feet.

Accessory buildings and Enclosed Garages. 17 feet.

9. Fencing

Fencing for all residential lots shall be based upon the following criteria:

- (1) Interior side yard or rear yard project fencing where adjacent to a non-residential or lesser density residential project shall be a maximum of six (6) feet in height.

BOOK 8371 PG 5747

F. Light Multiple Residential (R-3-16)

1. Purpose of provisions.

The purpose of the Light Multiple Residential (R-3-16) Zone is to provide higher density attached residential housing principally for rental units.

2. Permitted uses.

- Attached or Multiple Family dwellings.
- Accessory uses and buildings customarily incidental to a permitted use including garages, carports, service building and private recreational facilities designed for the residents of the planned unit development.
- Home Occupations.

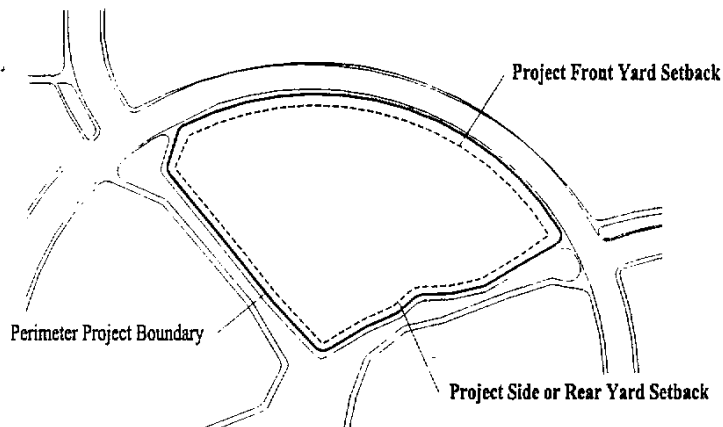
3. Conditional Uses.

- Small neighborhood commercial areas not to exceed five (5) acres in area.

4. Lot area, width and depth.

There is no minimum lot area, width or depth requirements

5. Perimeter project setbacks.



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Perimeter project yard setbacks are required open areas within the exterior boundary of a Light Multiple Residential (R-3-16) neighborhood. All front and street side yard setbacks shall be measured from back of curb.

a. Front Yard

The perimeter project front yard setback shall be 39 feet. Excepting for streets and driveways, the entire setback area shall be landscaped.

b. Street Side Yards

The perimeter project street side yard setback shall be 29 feet. Excepting for streets and driveways, the entire setback area shall be landscaped.

c. Interior Side Yards

Interior side yard setbacks along the perimeter project shall be 20 feet. A minimum of five feet shall be landscaped.

Accessory Buildings: Enclosed garage units may be placed upon the property line providing all provisions of the Uniform Building Code are met.

d. Rear Yards

Rear yard setbacks along the perimeter project shall be 20 feet. A minimum of five feet shall be landscaped.

Accessory Buildings: Enclosed garage units may be placed upon the property line providing all provisions of the Uniform Building Code are met.

6. Distance between buildings.

The minimum distance between main buildings shall be 15 feet. The distance between a main building and accessory building shall be ten (10) feet.

7. Minimum Living Area Square Footage

The minimum finished living area square footage shall be 600 square feet for a single bedroom dwelling unit and 700 square feet for a two or more bedroom dwelling units.

8. Building height.

Main Buildings. 45' based upon UBC measurement method

Accessory buildings and Enclosed Garages. 17 feet.

9. Fencing

Fencing for all residential lots shall be based upon the following criteria:

- (1) Interior side yard or rear yard project fencing where adjacent to a non-residential or lesser density residential project shall be a maximum of six (6) feet in height.

BOOK 8371 PG 5749

G. Neighborhood Commercial (SC-1)

The Commercial area designed on the Jordan Hills Villages Planned Community shall be developed under the regulations set forth in the City of West Jordan Zoning Ordinance Neighborhood Commercial Zone (SC-1).

BK 8371 Pg 5749A

H. Public / Quasi-Public Uses

1. Purpose of provisions.

The purpose of the Public / Quasi-Public zone is to provide for the development of schools, churches and parks.

2. Permitted uses.

- Public schools (SCL Planning Areas).
- Parks and accessory buildings associated with park improvements. (EP, LP, CP and NP)

3. Conditional uses.

- Churches.

4. Lot area, width and depth.

There is no minimum lot area, width or depth requirements

5. Front yard.

The minimum exterior project front yard setback shall be 33 feet measured from back of curb. The front yard setback shall be landscaped.

6. Side yards.

The minimum interior project side yards shall be 20 feet. A minimum of five(5) feet adjacent to the property line shall be landscaped.

Project street side yards shall be a minimum of 29 feet measured from back of curb. A minimum of ten (10) feet adjacent to the property line shall be landscaped.

Accessory Buildings: The minimum side yard shall be five (5) feet. Street side yards shall be a minimum of twenty (20) feet.

7. Rear yard.

The minimum interior project rear yards shall be 20 feet. A minimum of five(5) feet adjacent to the property line shall be landscaped.

Accessory Buildings: The minimum rear yard shall be five (5) feet.

8. Building height.

Main Buildings. 50 feet.

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83711155750
5750

High school buildings, maximum height, 50 feet. High school campuses may contain one or more main buildings as provided by the plan approved by the State Board of Education. High school main buildings shall include classroom buildings, gymnasiums and athletic facilities (indoor and outdoor), shops, auditoriums and theaters, cafeterias, laboratories, facilities for arts, crafts, music, garages, facilities for buildings and grounds maintenance, and facilities for administrative activities.

Accessory buildings. 30 feet.

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IV. GENERAL COMMUNITY DESIGN FEATURES / ELEMENTS

As a master planned community, the continuity of land uses and recreation areas are amplified by a continuity of community design features and elements. These community design features tie the community together through elements such as landscaping, streetscape design, entry signage and wall / fence design and construction. Through the use of community design features and elements, the master planned community experience can be magnified for community residents and visitors through creating a sense of community, place and arrival.

Subsequent planning work on the Jordan Hills Village Master Planned Community will need to be more specific about the community design features for the individual projects that are proposed. It is anticipated that more specific village plans will be prepared as the next phase of planning work on the project. These specific village plans should address issues such as, but not limited to, the following:

- Architectural Features
- Architectural Elements
- Architectural Materials
- Architectural Hardware
- Front Yard Treatments, Landscaping and Lighting
- Site Planning
- Fencing
- Entry Monuments
- Parking Areas

A. LANDSCAPING

More than any other community feature or element, landscaping can create a sense of community, place and arrival through an overall landscape theme and the use of common landscape elements and materials. The following concepts have been developed to create a landscape concept theme for the Jordan Hills Villages Planned Community.

1. Community and Neighborhood Parks

The Jordan Hills Villages Planned Community proposes a network of unique community and neighborhood park spaces that have a varied recreational and functional purpose. The park areas, depending upon location and function, will be developed to accommodate one or more of the following elements:

- Traditional park elements including open play areas, tot lots, picnic areas and structures and ball courts

BOOK 6371 P. 5752

- Pedestrian pathways and trails within a park-like setting
- Natural drainage areas that wind throughout a park-like setting.

The landscape concept for these areas incorporates traditional park-like designs and settings with large open areas of turf, framed by both deciduous and evergreen trees. Tree types will be chosen to provide both a variety of seasonal colors as well as a large amount of trees that, once grown to maturity, will provide shaded areas for passive activities and recreation.

Pedestrian parkways will be incorporated within open turf areas and will include trees planted in a random fashion to frame the pathway.

Natural drainage areas will be preserved with native species of trees, shrubs and grasses in various areas and groupings that are designed to not inhibit the use of the area as a flood control system.

Figure 10 is an illustrative plan for the improvement of the planned community entrance, entry parkway and neighborhood parks in the vicinity of the intersection of 7800 South and 6600 West.

Figure 11 is an illustrative plan for the Community Park.

Figure 12 is an illustrative plan for a recreational node area and pedestrian parkway within the Southeast Village.

Figures 13, 14 and 15 are illustrative cross sections depicting the improvement of the Entry Park, West Village Parkway and Linear Parkway, respectively.

2. Streetscape Design

All streets within the Jordan Hills Villages Planned Community will be constructed to City of West Jordan standard street sections. The landscaping built into the standard street sections normally includes a four (4) foot parkway and street trees located between the back of curb and the sidewalk. Arterial streets that create a situation where a residential area backs onto the arterial street and a solid wall or fence border the edge of sidewalk may need additional landscaping in the form of a landscape easement. The following criteria should be used to enhance the streetscape in the Jordan Hills Villages Planned Community, thus adding a wider landscaped feature to many of the arterial streets.

8371R5753

BK 8371P95753

- a. Arterial streets with a full width 100 feet or wider should have an additional 10 foot landscaped setback where a single family detached or attached residential area would necessitate a solid fence or wall separating the residential from the street. Where feasible, the sidewalk may be designed to meander through the roughly twenty foot area between the back of curb and the residential fence or wall.

Figure 16 is an illustrative cross section depicting the location of the street, meandering sidewalk and parkway landscaping.

- b. Arterial streets with a full width 80 feet or wider should have an additional 5 foot landscaped setback where a single family detached or attached residential area would necessitate a solid fence or wall separating the residential from the street. The area between the fence or wall and the back of sidewalk should be planted with a combination of turf, groundcovers and shrubs to minimize the additional maintenance associated with the additional landscaping.

Figure 17 is an illustrative cross section depicting the location of the street, sidewalk and parkway landscaping.

- c. Lots along collector streets in residential areas should front onto the street to avoid additional solid fences or walls.
- d. **Local residential streets:**

Local residential streets shall have a right-of-way width of 50 feet with an eight (8) foot parkway and a five (5) foot sidewalk.

BOOK 8371 PG 5754

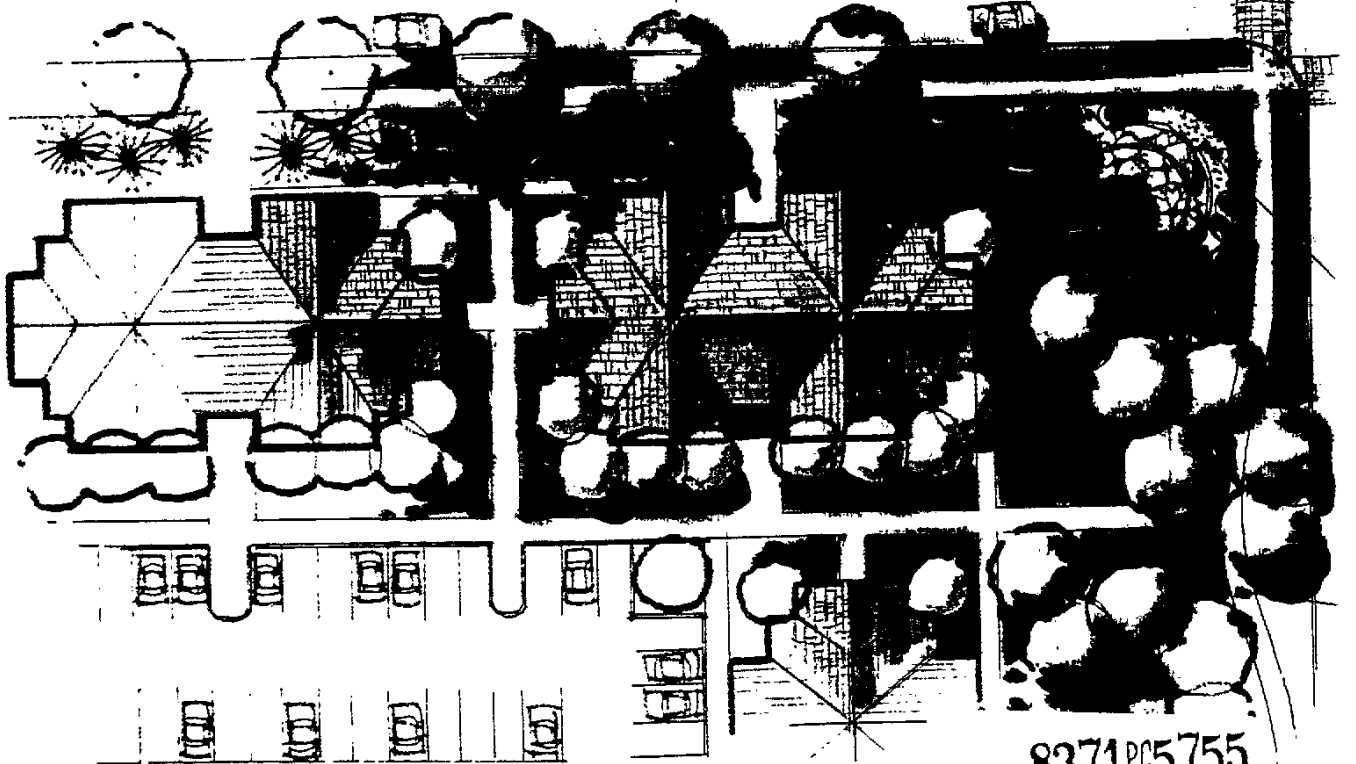
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CO. RECORDER

Neighborhood

Pathway

7800 South



BOOK 8371 PG 5755

6600 West

Neighborhood Park

Plan Pathway

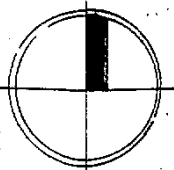
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CO. RECORDER

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CO. RECORDER

COMMUNITY ENTRANCE CONCEPTUAL PLAN

Planned Community Entry

Entry Pathway



NORTH

SWANER



DESIGN

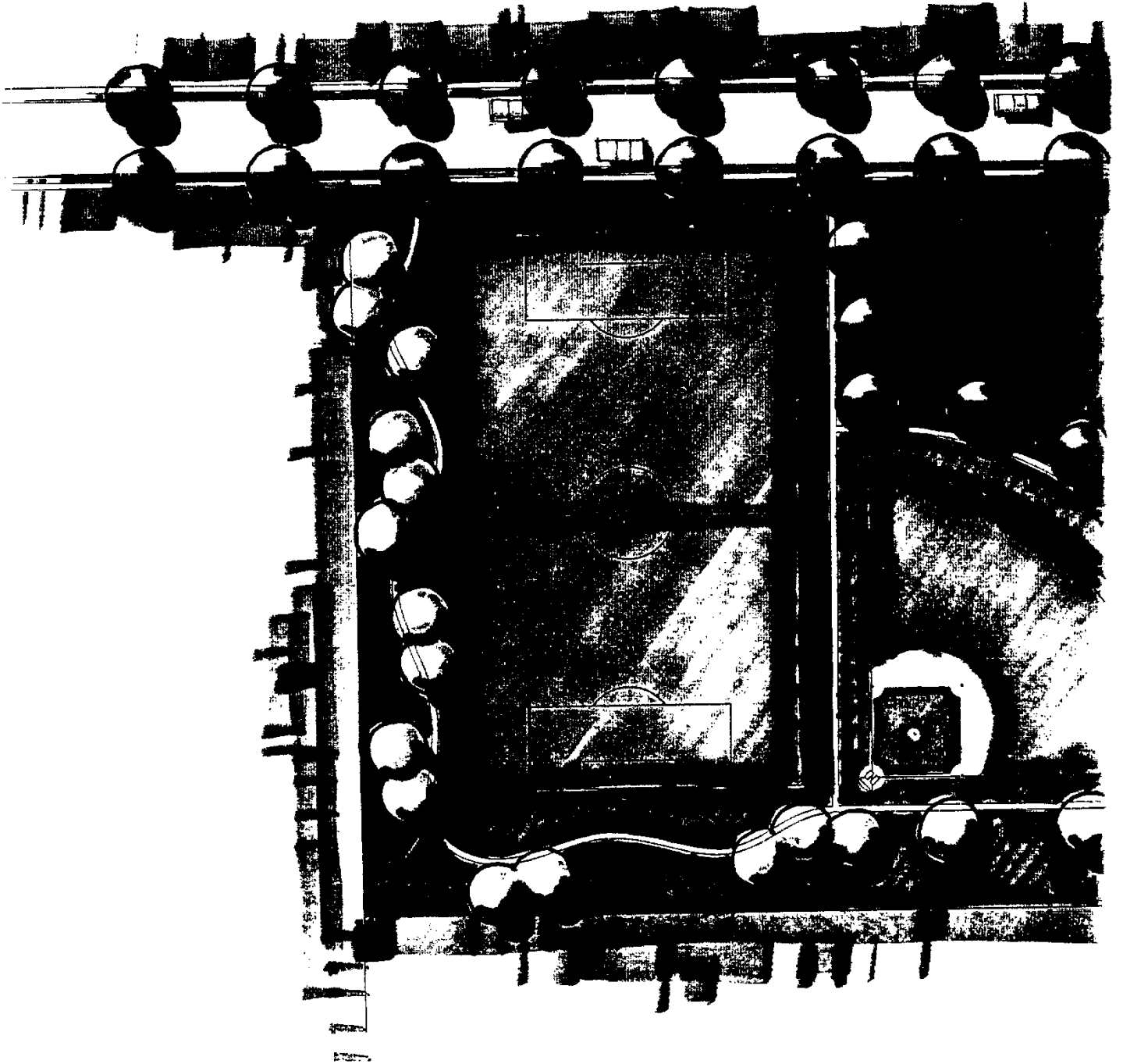
1790 South 1100 East
Salt Lake City, UT 84105
(801) 467-0067
Fax (801) 484-6231

BOOK 8371 P05 756

Figure 10

HIGHLIGHTED AREA-POOR COPY
CO. RECORDER

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CO. RECORDER



SWANER



DESIGN

170 South Main Street
Suite 325
Salt Lake City, UT 84101
801-363-1666
FAX 801-363-9239

Community Park Illustrative Plan

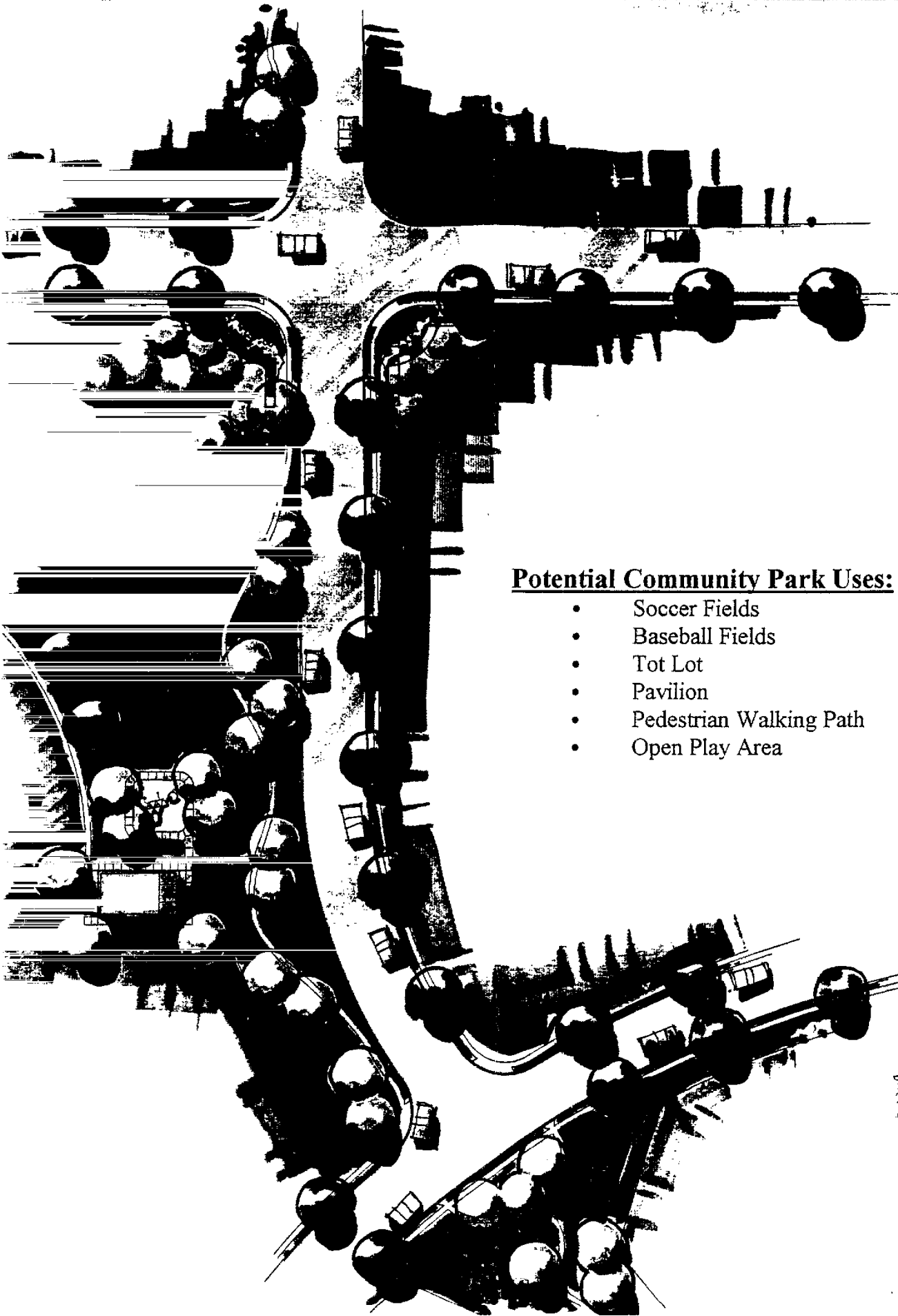
Jordan Hills Village Planned Community
Watsatch Pacific / L.N.C



Nor

Figure 11

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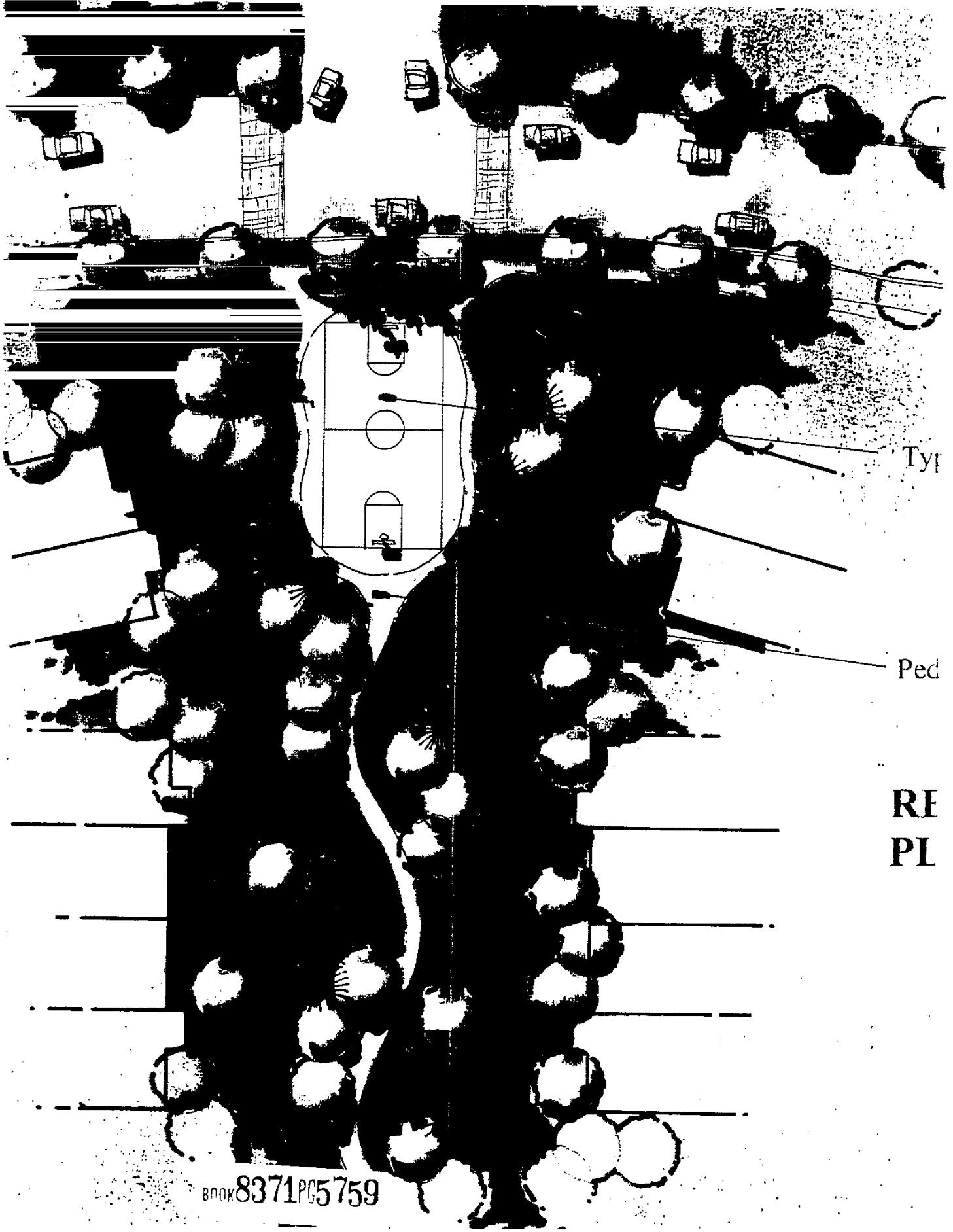
HIGHLIGHTED AREAS ARE
CO. RECORDER

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CO. RECORDER

Potential Community Park Uses:

- Soccer Fields
- Baseball Fields
- Tot Lot
- Pavilion
- Pedestrian Walking Path
- Open Play Area

BOOK 83716 5758

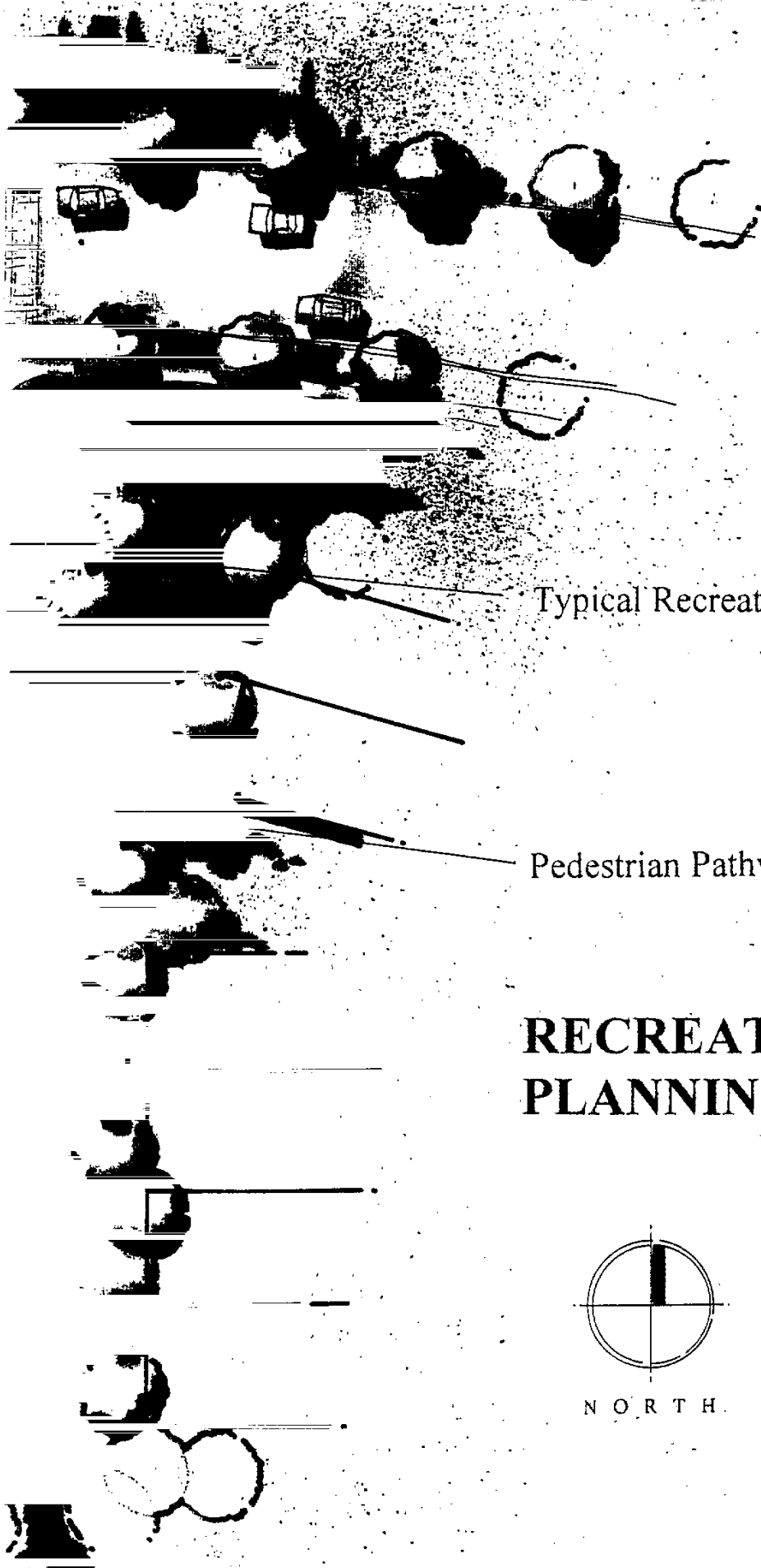


Ty

Ped

RE
PL

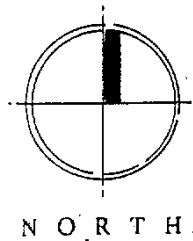
BOOK 8371 PG 5759



Typical Recreation Feature

Pedestrian Pathway

RECREATION NODE PLANNING AREA J-10



1790 South 1100 East
Salt Lake City, UT 84105
(801) 467-0067
Fax (801) 484-6231

HIGHLIGHTED AREA-PDRR COPY
CO. RECORDER

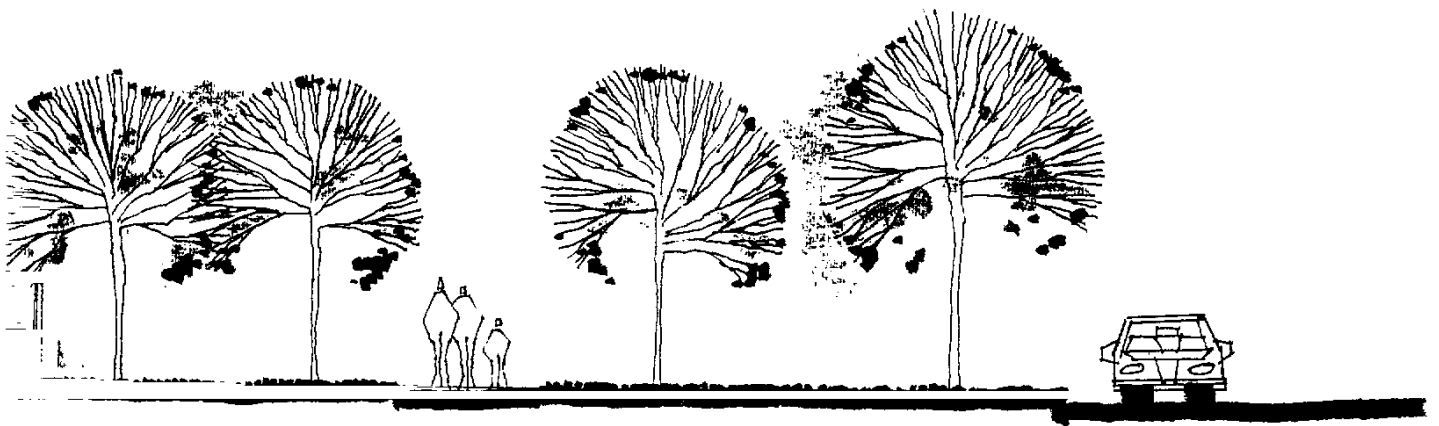
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Figure 12

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CO. RECORDER



Fence

Pedestrian Sidewalk

Entry Parkway

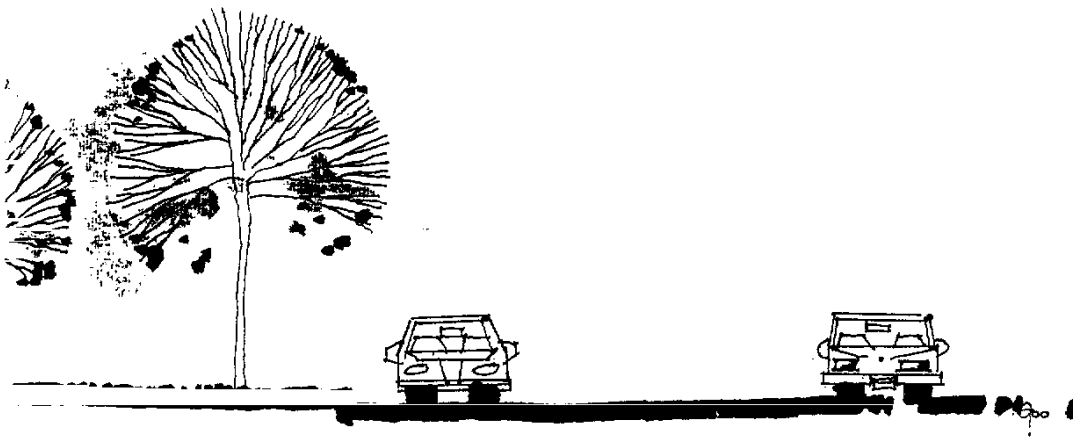
660

8371 PG 5761

Jordan H

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CO. RECORDER

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CO. RECORDER



Entry Parkway

6600 West

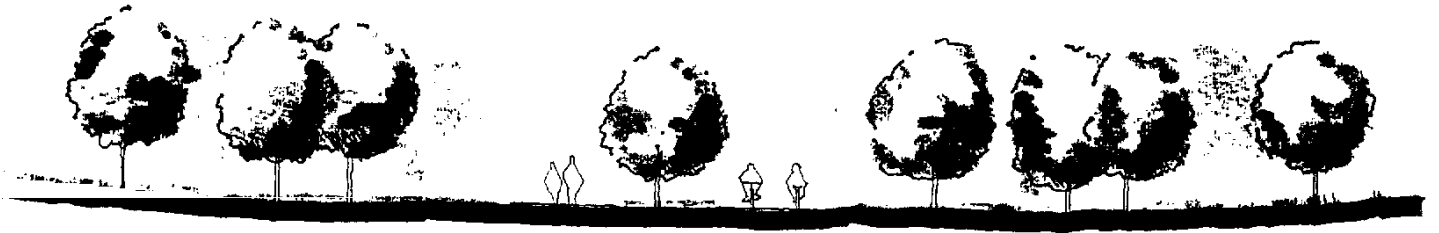
8371 Pcs 762

Entry Parkway
Jordan Hills Village Planned Community
Watsatch Pacific / L.N.C

Figure 13

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CO. RECORDER



Pedestrian Sidewalk

Bicycle Path

BOOK 8371 PAGES 763

Jordan F

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CO. RECORDER

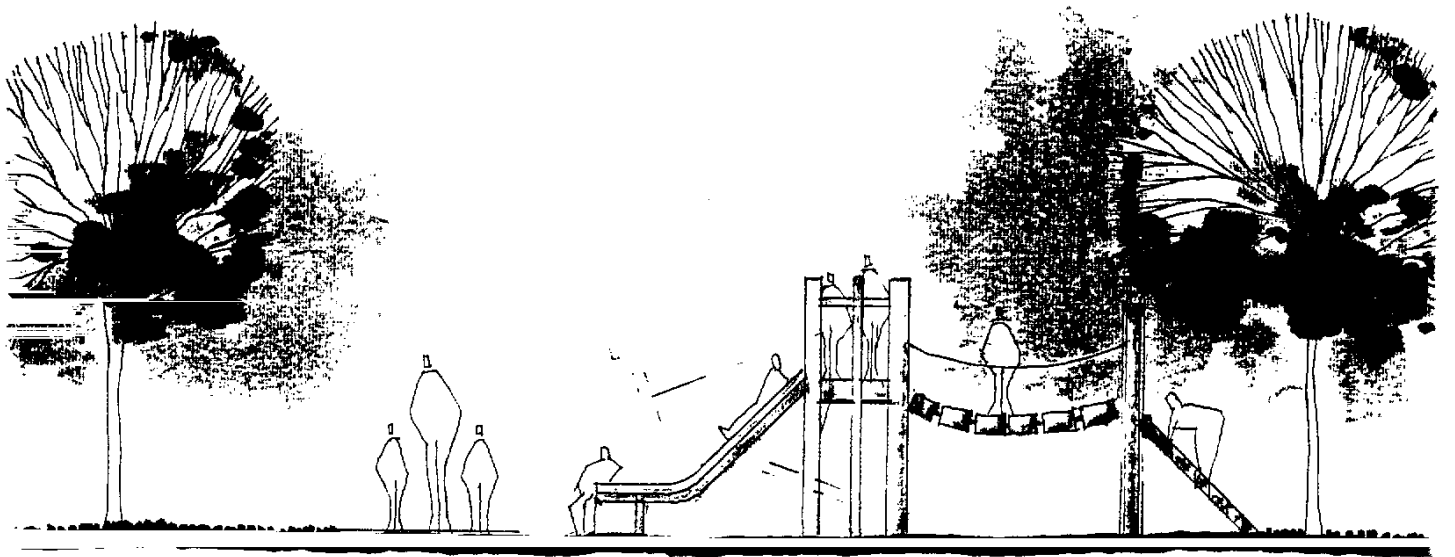


Bicycle Path

BOOK 83771 PG 5764

West Village Parkway
Jordan Hills Village Planned Community
Watsatch Pacific / L.N.C

Figure 14



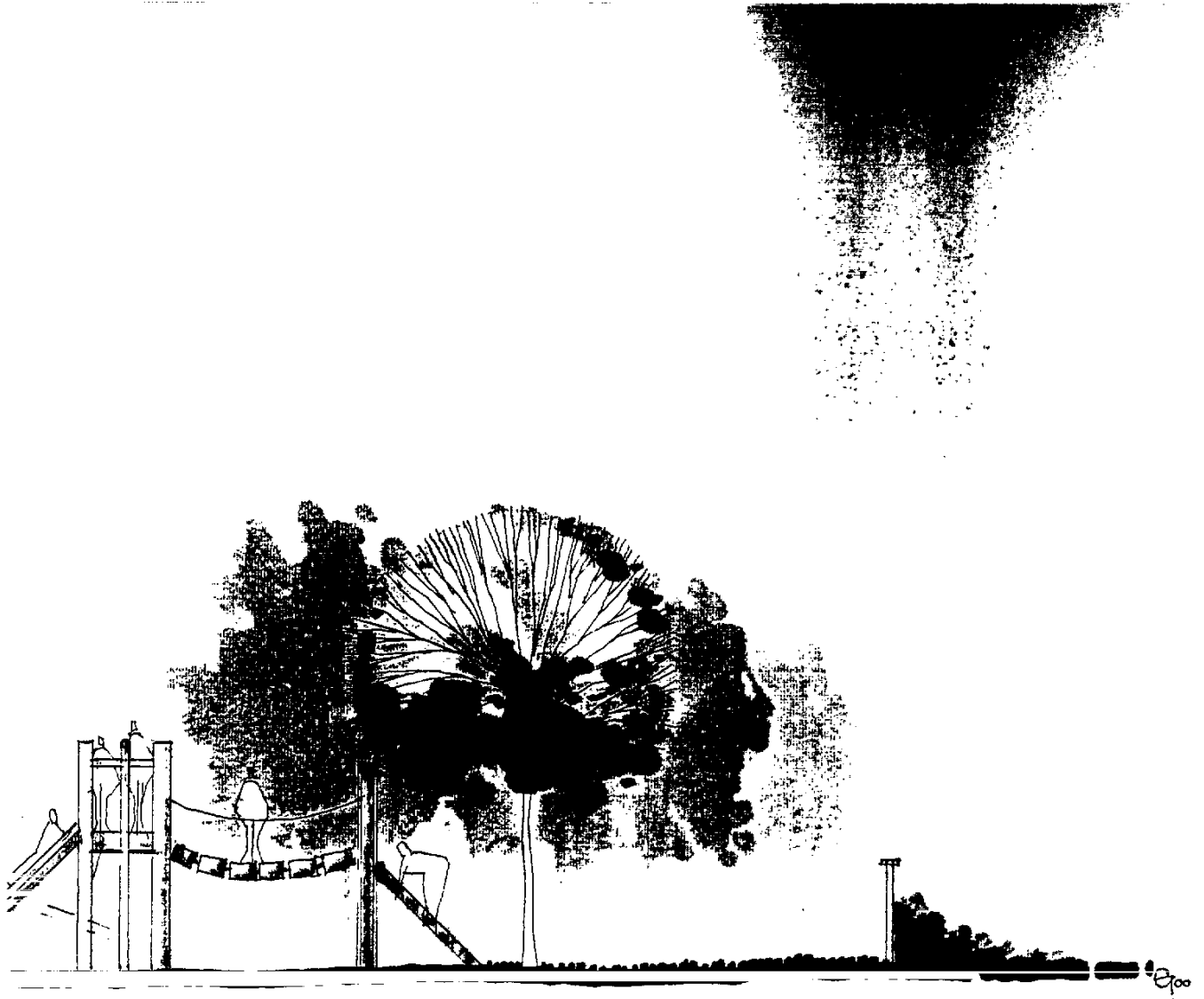
W&A

Pedestrian Sidewalk

Tot Lot

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Jordan Hi



Tot Lot

Fence

Residential Backyard

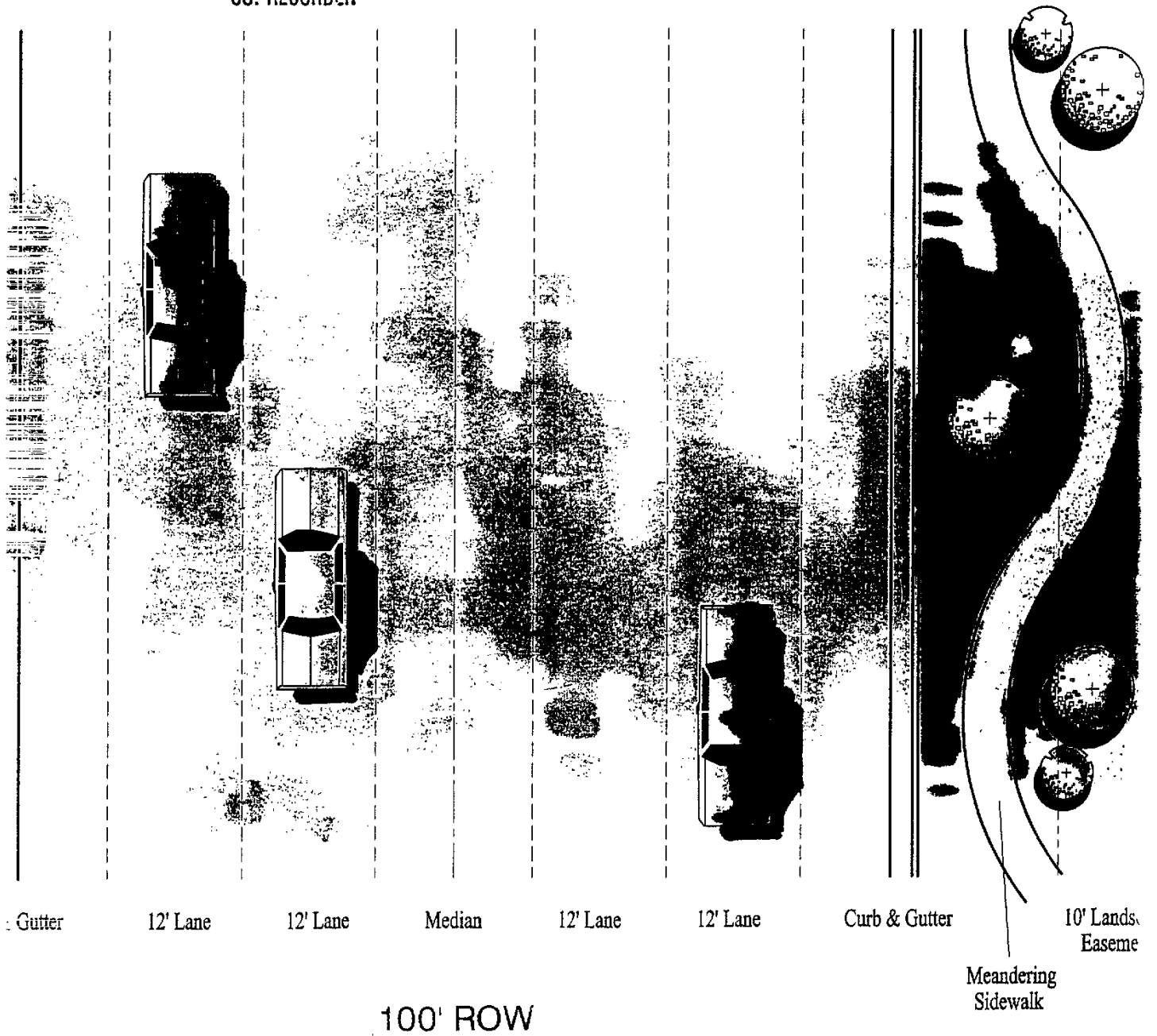
BOOK 8371 PG 5766

Linear Parkway
Jordan Hills Village Planned Community
Watsatch Pacific / L.N.C

Figure 15

HIGHLIGHTED AREA-POOR COPY
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BOOK 8371 PG 5767

Minor Arterial Lane

500 SOUTH), 7800 WEST, 8200 SOUTH, 6400 WEST, 8400 SOUTH

HIGHLIGHTED AREA-PURK (UV)
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BOOK 8371 PG 5768

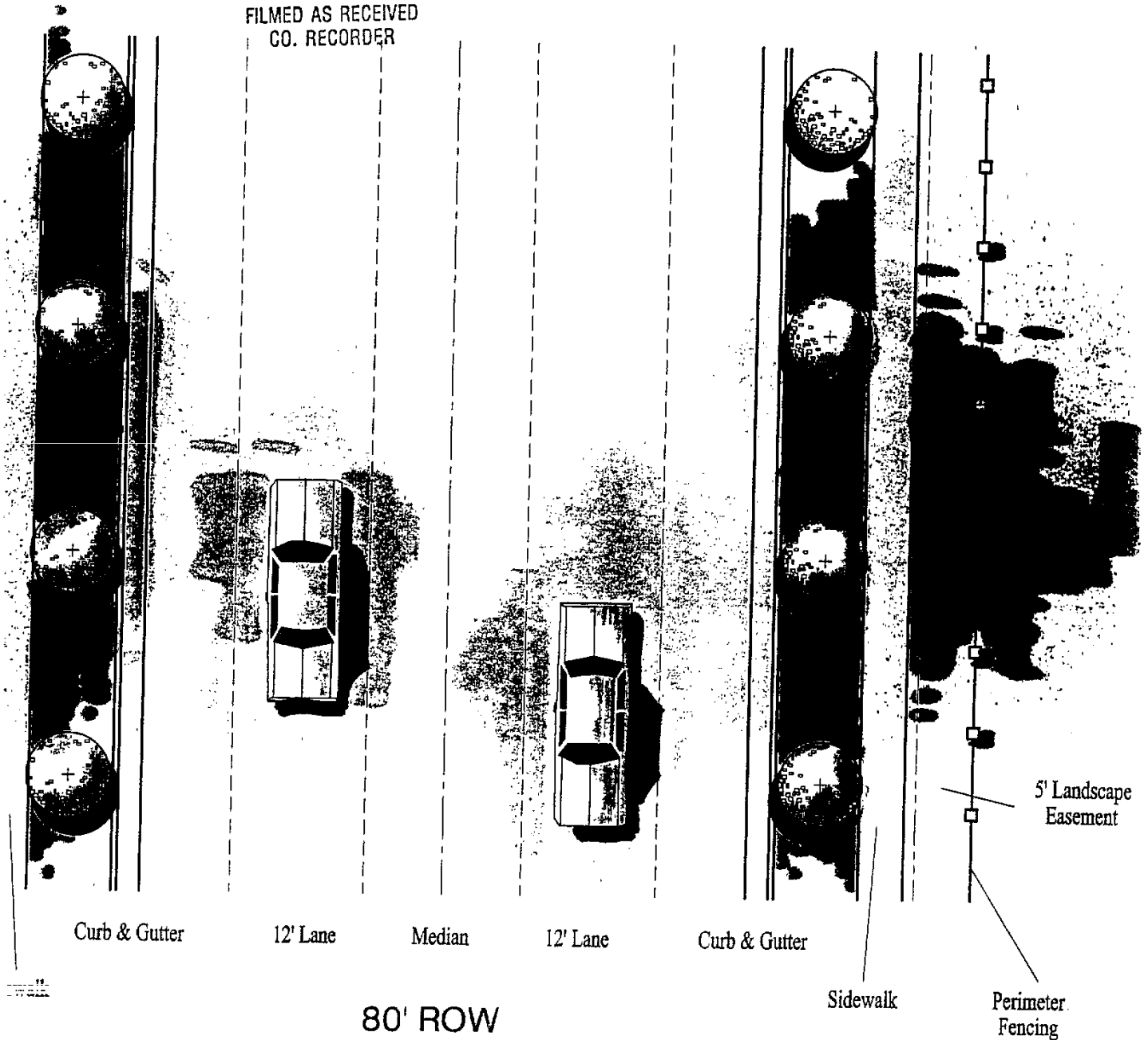


Jordan Hills Villages Minor Arterial Landscaped Parkway Concept

Figure 16

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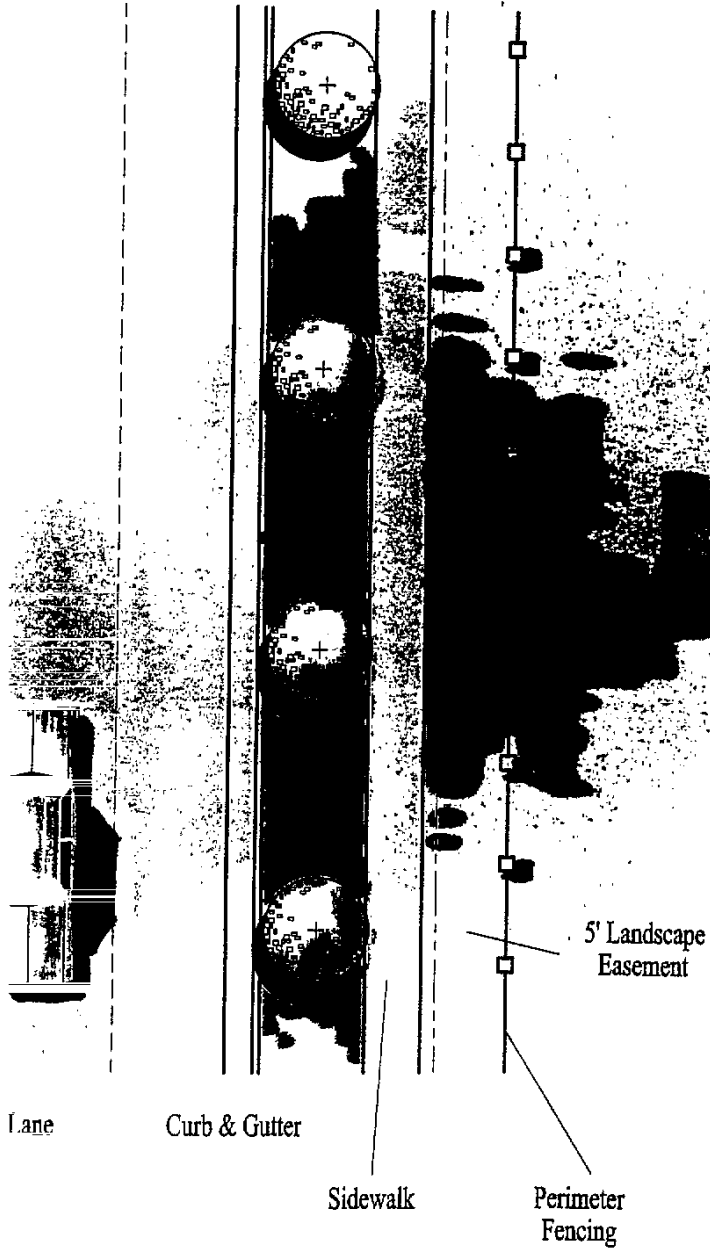
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Major Collector Lane

JARR MTN DRIVE



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 CO. RECORDER

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 CO. RECORDER

BOOK 8371 PG 5770

Jordan Hills Villages Major Collector Landscaped Parkway Concept

Figure 17

B. ENTRY MONUMENTS

Entry monuments create the sense of arrival into a master planned community. They should not only tell, but show, the resident or visitor the thematic approach to community design that is part of the sense of community and place. Village entries will be located at significant entrance points to the individual development projects within the planned community.

1. Planned Community Entry

The planned community entry is located on the southwest corner of 7800 South and 6600 West in the Central Village. The entry will be designed around a widened landscaped area that will include appropriate, thematic entry signage. The planned community entry will transition into the Entry Parkway, located along the west side of 6600 West, proceeding southward to the Community Park located in the Southeast Village on the southwest corner of 6600 West and 8200 South. Figure 10 is a plan view of the planned community entry.

2. Village Entries

Village entries are secondary planned community entries located at strategic locations at the entrance to the four villages. The purpose of these community entries is to create a sense of arrival and place for residents and visitors as they travel down the various planned community arterial streets.

3. Neighborhood Entries

To further reinforce the sense of community and place that are important features in The Jordan Hills Villages Planned Community, each development project will be required by the master developer to construct a project entry. No specific design has been developed for the project entries because of the variety of types of projects, the variety of materials that may be used and to foster a sense of creativity amongst the various project entries. However, to reinforce the overall sense of community and the "villages" theme, as part of the project entry design it will be required that the Jordan Hills Villages Planned Community name and logo (once designed) be used as part of the project entry.

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Summary Exhibit "C"
Estimated Reimbursable Expenses and Collection Areas for
The Jordan Hills Villages Development

Expenditure by Developer	Amount	% To Be Reimbursed	Collection Area
Roadway Improvements	\$ 589,000	50%	Zones 3;4;5;6;7
Water Improvements			
1) 30" Water Transmission line from the Grizzly way water tank to the Highway 111 water tank.	\$ 500,000	100%	City wide
2) 20" Water Transmission line from the Highway 111 water tank to the zone 6 water tank.	\$ 250,000	40%	Zones 4;5;6;7
3) 16" Water Transmission line from zone 5/6 water tank to zone 7 water tank.	\$ 76,000	90%	Zones 5;6;7
4) Grizzly Way pump station - lift to the zone 3/4 water tank.	\$ 200,000	100%	City wide
5) Zone 3/4 Pump station lift to the zone 5/6 water tank.	\$ 200,000	100%	Zones 3;4;5;6;7
6) Zone 6 pump station - lift to the zone 7 water tank	\$ 200,000	100%	Zones 4;5;6;7
7) 5 million gallon zone 3/4 water tank.	\$ 1,500,000	100%	City wide
8) 3 million gallon zone 5/6 water tank.	\$ 900,000	100%	Zones 4;5;6;7
9) 4 million gallon zone 7 water tank.	\$ 1,200,000	100%	Zones 5;6;7
Sanitary Sewer Improvements			
1) 13,750 LF 15" sewer line.	\$ 480,000	40%	Zones 3;4;5;6;7
2) 5,050 LF 10" sewer line	\$ 139,000	40%	Zones 4;5;6;7
3) 8,800 LF 12" sewer line.	\$ 290,000	95%	Zones 4;5;6;7
Storm Water Improvements			
1) 37 acre feet detention facility near 7800 S. & Highway 111.	\$ 93,000	50%	SDAD 3;4
2) 4 acre feet detention facility west of Highway 111 at 8100 S.	\$ 10,000	20%	SDAD 3;4
3) Re-construct the destroyed Clay Hollow wash by open Channel or piping.	\$ 79,000	50%	SDAD 3;4
4) Re-construct the destroyed Barney's Creek by open channel or piping.	\$ 40,000	0%	SDAD 3;4
TOTAL EXPENDITURES	\$ 6,746,000		

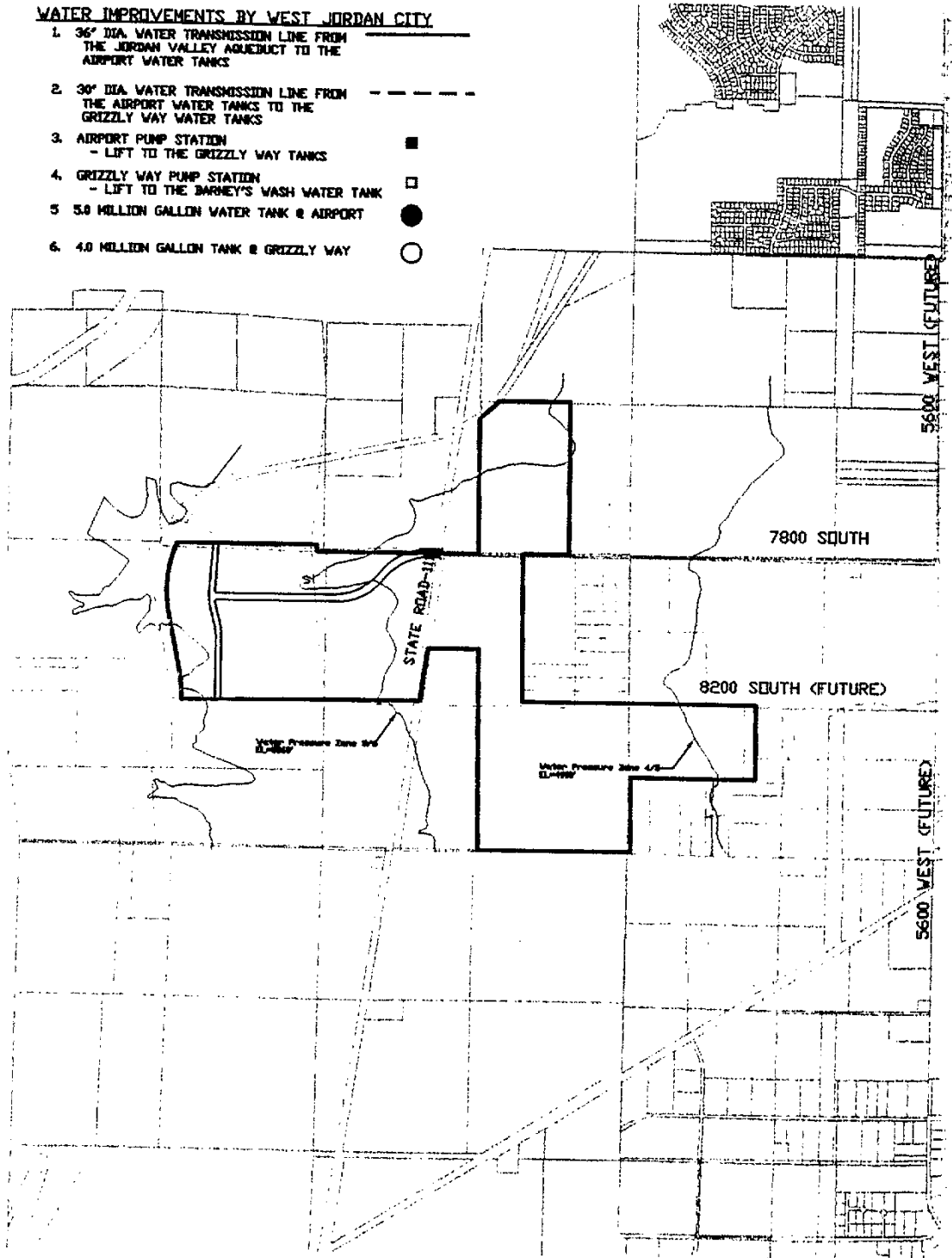
NOTE: All amounts are estimated costs. Actual costs to be determined upon completion of design and engineering and bid process. Final amounts to be approved by the City.
Collection areas based on water zones except for Storm Water, which is based on Storm Drainage Assessment Districts.

BOOK 8371 P. 5772

EXHIBIT C1 - THE WATER IMPF

WATER IMPROVEMENTS BY WEST JORDAN CITY

1. 36" DIA. WATER TRANSMISSION LINE FROM THE JORDAN VALLEY AQUEDUCT TO THE AIRPORT WATER TANKS
2. 30" DIA. WATER TRANSMISSION LINE FROM THE AIRPORT WATER TANKS TO THE GRIZZLY WAY WATER TANKS
3. AIRPORT PUMP STATION
- LIFT TO THE GRIZZLY WAY TANKS
4. GRIZZLY WAY PUMP STATION
- LIFT TO THE BARNEY'S WASH WATER TANK
5. 5.0 MILLION GALLON WATER TANK @ AIRPORT
6. 4.0 MILLION GALLON TANK @ GRIZZLY WAY



BOOK 8371 PG 5773

JORDAN HILLS VILLAGES MOVEMENTS BY CITY

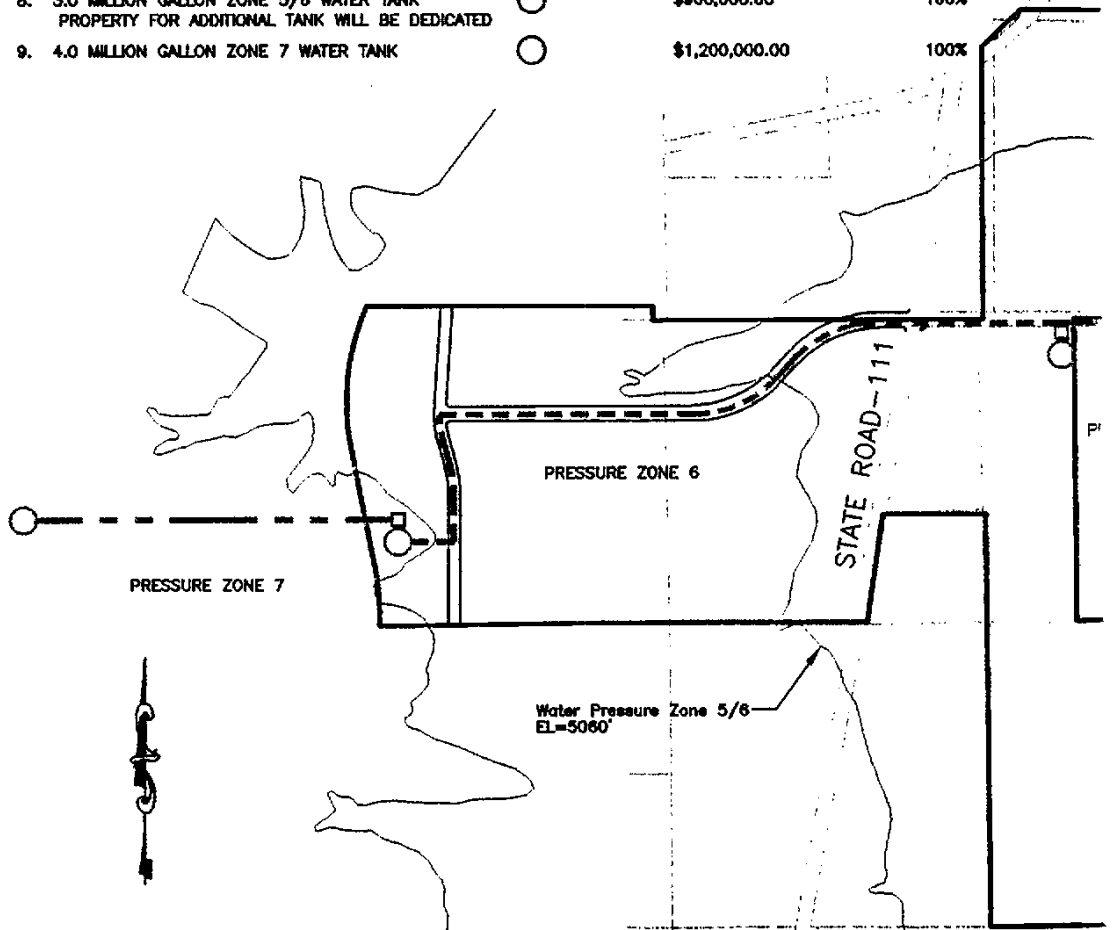


BOOK 8871 PAGE 577A

EXHIBIT C2 - THE WATER IMPROV.

WATER IMPROVEMENTS BY DEVELOPER

		ESTIMATED COST	% REIMBURSABLE
1.	30" DIA. WATER TRANSMISSION LINE FROM THE GRIZZLY WAY WATER TANK TO THE ZONE 3/4 WATER TANK	\$500,000.00	100%
2.	20" DIA. WATER TRANSMISSION LINE FROM THE ZONE 3/4 WATER TANK TO THE ZONE 6 WATER TANK	\$250,000.00	40%
3.	18" DIA. WATER TRANSMISSION LINE FROM ZONE 5/6 WATER TANK TO THE ZONE 7 WATER TANK	\$76,000.00	90%
4.	GRIZZLY WAY PUMP STATION (COMBINED W/NBH LIFT) - LIFT TO THE ZONE 3/4 WATER TANK	\$200,000.00	100%
5.	ZONE 3/4 PUMP STATION - LIFT TO THE ZONE 5/6 WATER TANK	\$200,000.00	100%
6.	ZONE 6 PUMP STATION - LIFT TO THE ZONE 7 WATER TANK	\$200,000.00	100%
7.	5.0 MILLION GALLON ZONE 3/4 WATER TANK PROPERTY FOR ADDITIONAL TANK WILL BE DEDICATED	\$1,500,000.00	100%
8.	3.0 MILLION GALLON ZONE 5/6 WATER TANK PROPERTY FOR ADDITIONAL TANK WILL BE DEDICATED	\$900,000.00	100%
9.	4.0 MILLION GALLON ZONE 7 WATER TANK	\$1,200,000.00	100%



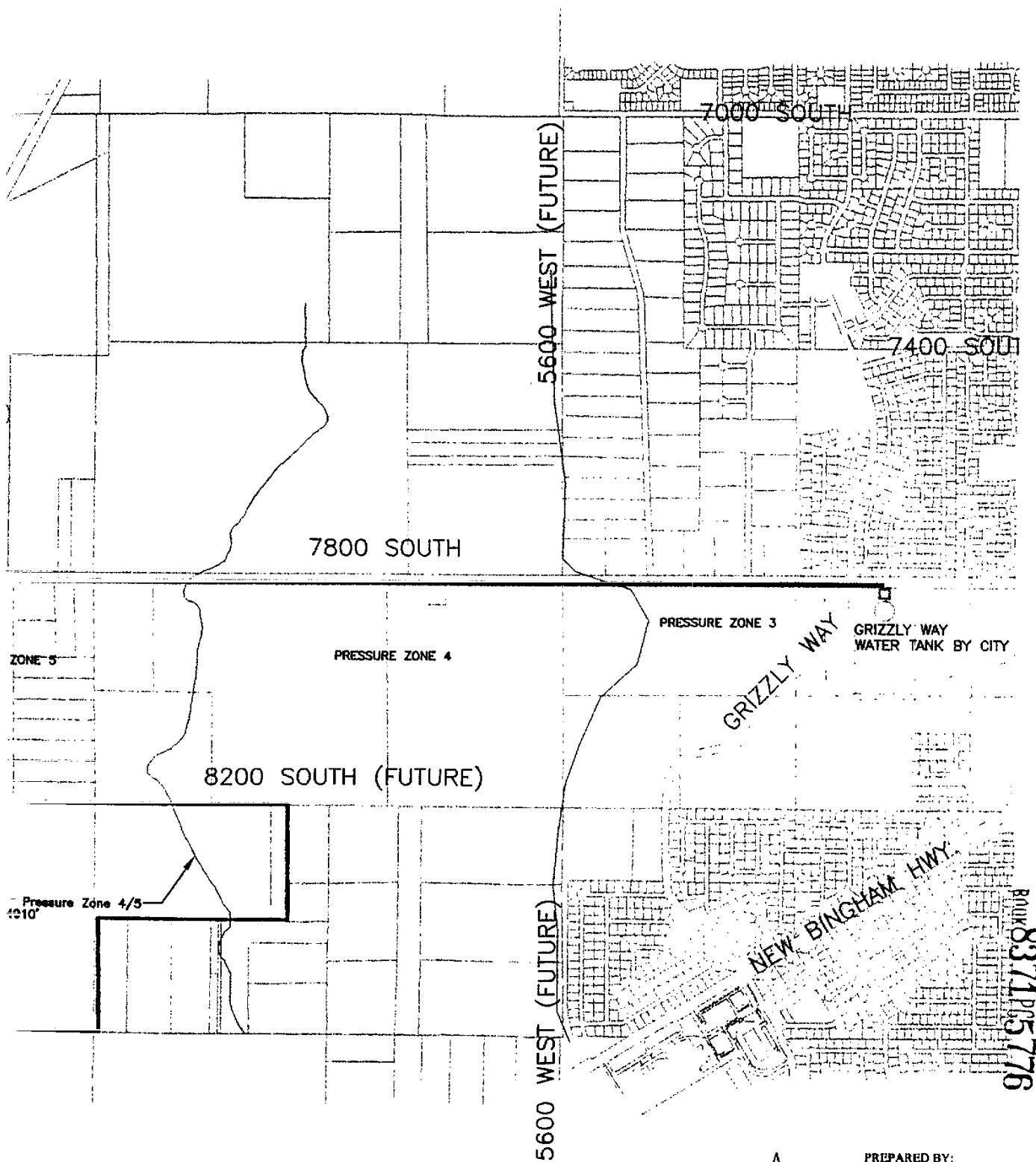
PHASING SCHEDULE OF CONSTRUCTION

IN ORDER TO CONSTRUCT HOMES IN ZONE 4, THE INFRASTRUCTURE WATER TANK #7 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 4 MUST BE INSTALLED.

IN ORDER TO CONSTRUCT HOMES IN ZONE 5 AND 6, THE INFRASTRUCTURE WATER TANK #8 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 5 AND 6 MUST BE INSTALLED.

IN ORDER TO CONSTRUCT HOMES IN ZONE 7, THE INFRASTRUCTURE WATER TANK #9 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 7 MUST BE INSTALLED.

JORDAN HILLS VILLAGES MENTS BY DEVELOPER



BOOK 8371 PAGES 776

PREPARED BY:



Ward Engineering Group
Planning • Engineering • Surveying

EXHIBIT C3 - THE SEWER IMPROVE

SANITARY SEWER IMPROVEMENTS BY DEVELOPER	ESTIMATED COST	% REIMBURSE
1. 13,750 L.F. 15" SEWER LINE	\$480,000.00	40%
2. 5,050 L.F. 10" SEWER LINE	\$130,000.00	40%
3. 8,600 L.F. 12" SEWER LINE	\$290,000.00	95%

ASSUMPTIONS

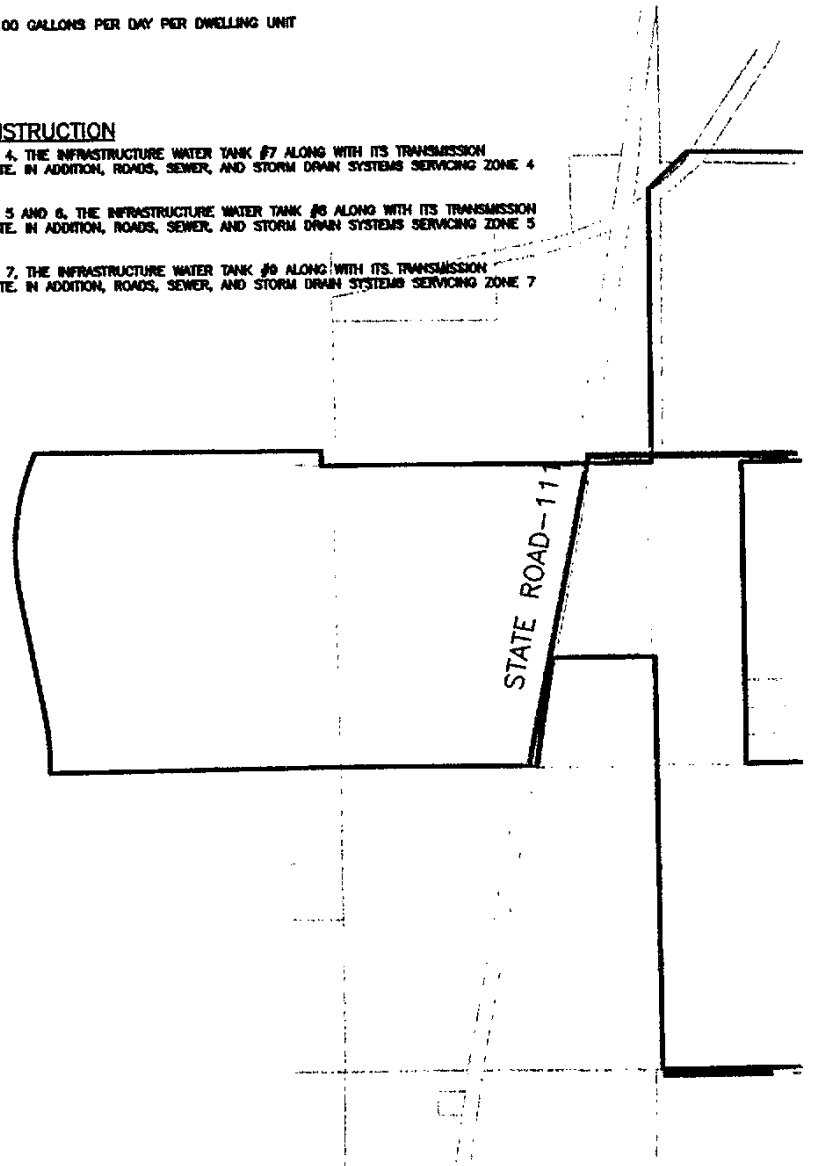
- DAILY AVERAGE FLOWRATE = 100 GALLONS PER DAY PER DWELLING UNIT
- DAILY PEAKING FACTOR = 3.0

PHASING SCHEDULE OF CONSTRUCTION

IN ORDER TO CONSTRUCT HOMES IN ZONE 4, THE INFRASTRUCTURE WATER TANK #7 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVING ZONE 4 MUST BE INSTALLED.

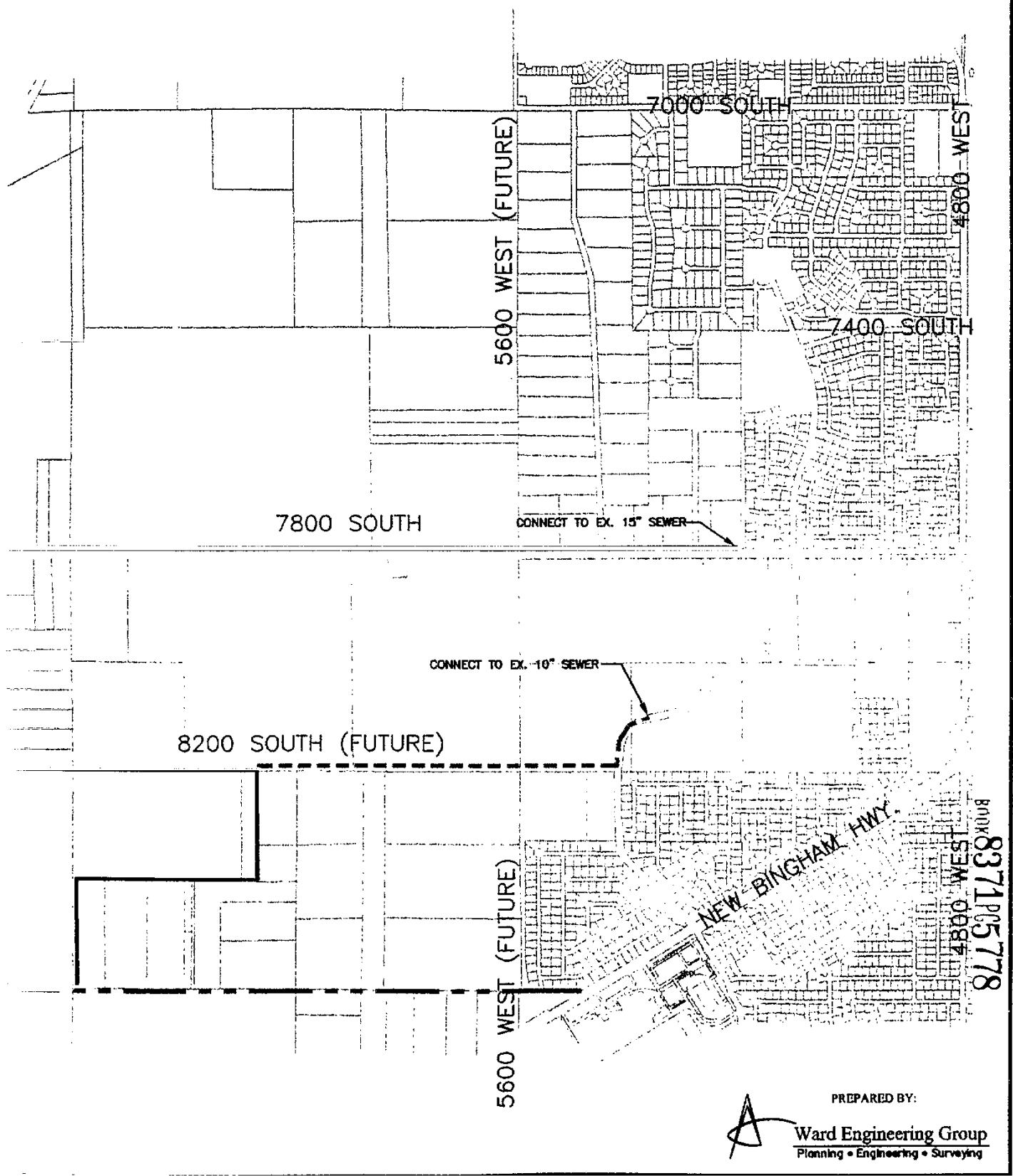
IN ORDER TO CONSTRUCT HOMES IN ZONE 5 AND 6, THE INFRASTRUCTURE WATER TANK #8 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVING ZONE 5 AND 6 MUST BE INSTALLED.

IN ORDER TO CONSTRUCT HOMES IN ZONE 7, THE INFRASTRUCTURE WATER TANK #9 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVING ZONE 7 MUST BE INSTALLED.



BOOK 8371 PG 5777

JORDAN HILLS VILLAGES PHASES BY DEVELOPER



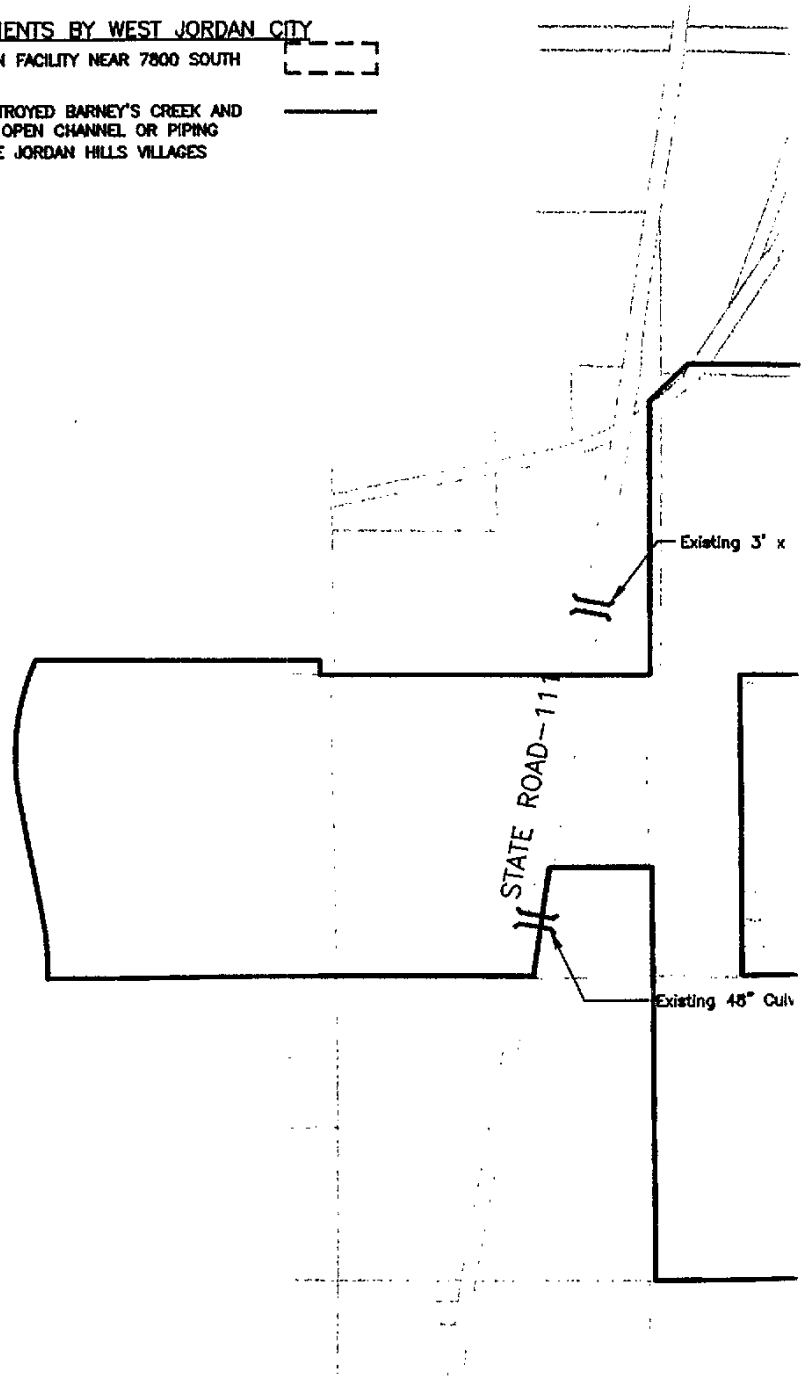
PREPARED BY:

Ward Engineering Group
Planning • Engineering • Surveying

EXHIBIT C4 - THE J STORM DRAIN IMP

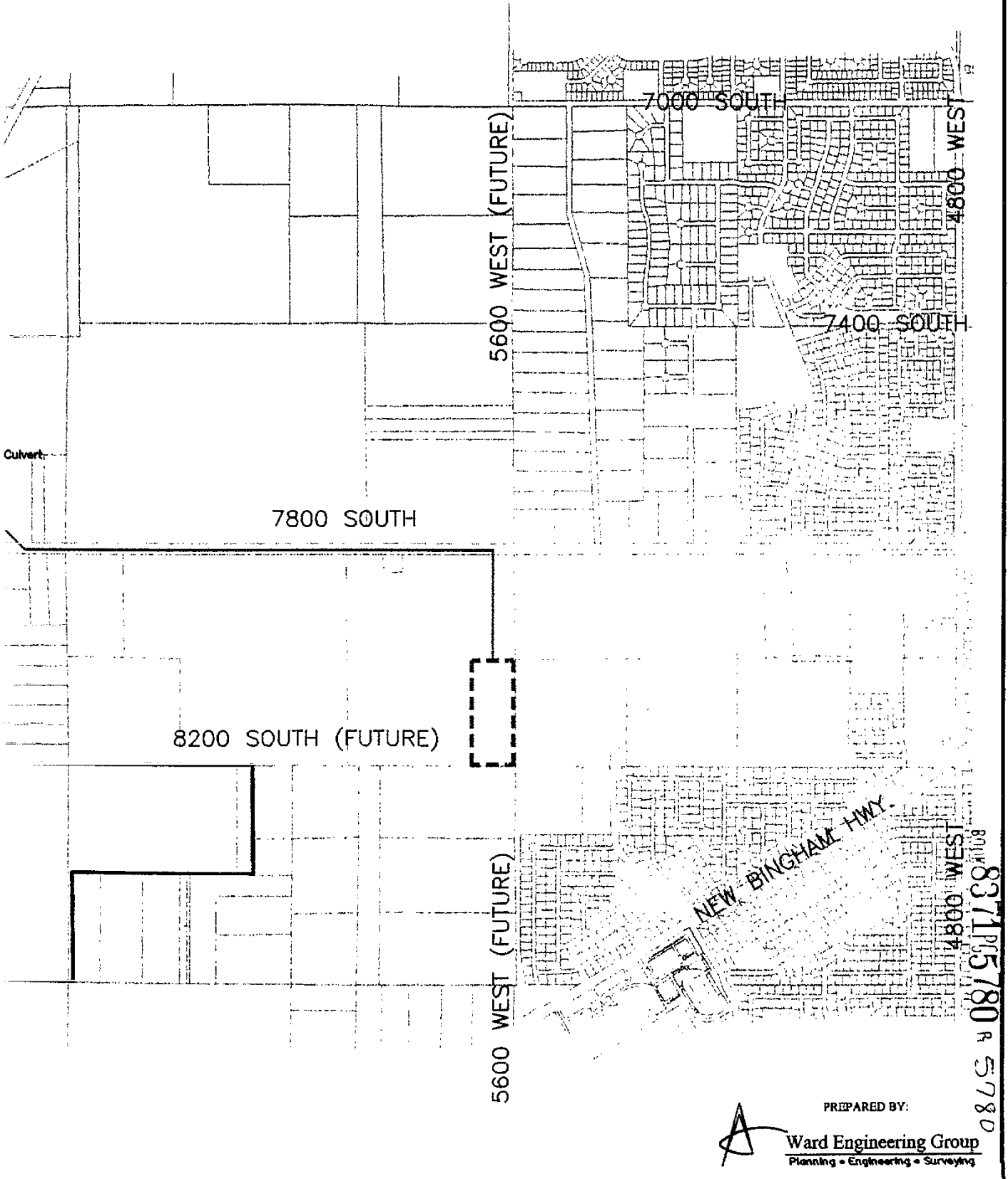
STORM WATER IMPROVEMENTS BY WEST JORDAN CITY

1. 96 ACRE-FEET DETENTION FACILITY NEAR 7800 SOUTH AND 5800 WEST
2. RE-CONSTRUCT THE DESTROYED BARNEY'S CREEK AND CLAY HOLLOW WASH BY OPEN CHANNEL OR PIPING WHICH LIES OUTSIDE THE JORDAN HILLS VILLAGES



BOOK 8371 PG 5779

RDAN HILLS VILLAGES ROVEMENTS BY CITY



PREPARED BY:



Ward Engineering Group
Planning • Engineering • Surveying

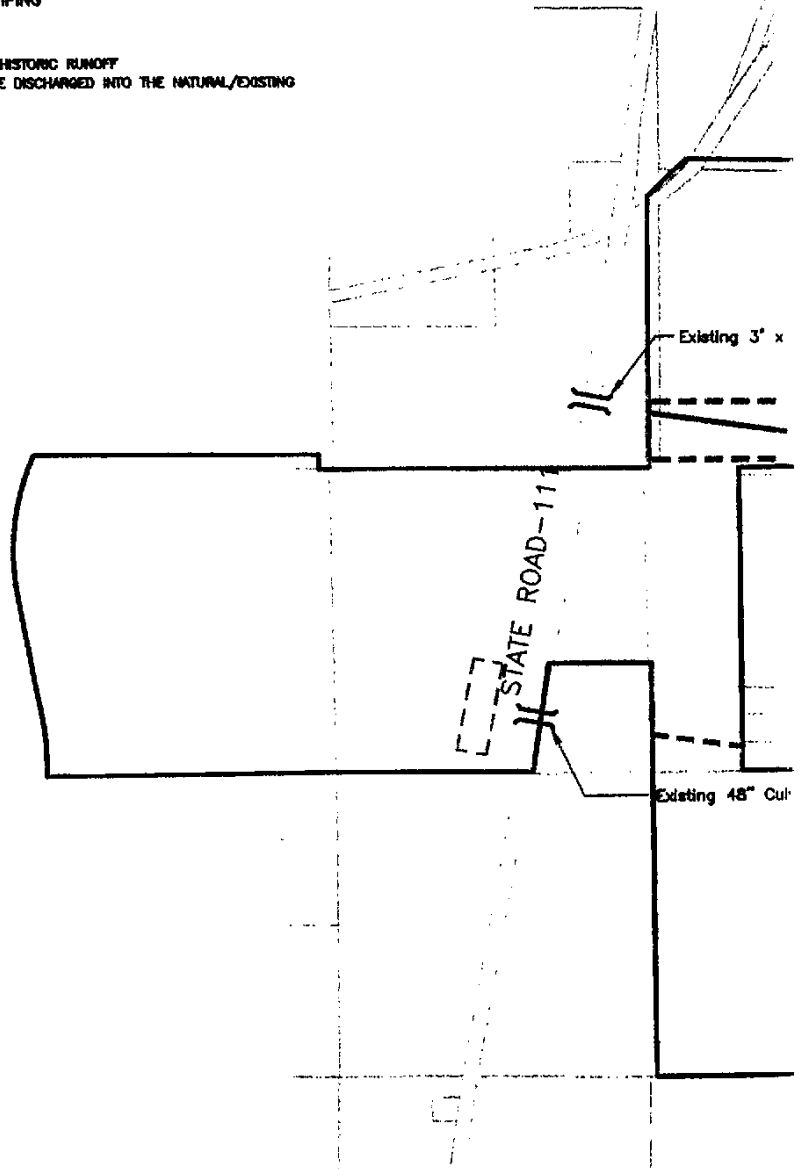
EXHIBIT C5 - THE STORM DRAIN IMPROVEMENTS

STORM WATER IMPROVEMENTS BY DEVELOPER

		ESTIMATED COST	% REIMBURSE
1.	37 ACRE-FEET DETENTION FACILITY NEAR 7800 SOUTH AND HIGHWAY 111	\$93,000.00	50%
2.	4 ACRE-FEET DETENTION FACILITY WEST OF HIGHWAY 111 AND NEAR 8100 SOUTH	\$10,000.00	20%
3.	RE-CONSTRUCT THE DESTROYED CLAY HOLLOW WASH BY OPEN CHANNEL OR PIPING	\$79,000.00	50%
4.	RE-CONSTRUCT THE DESTROYED BARNEY'S CREEK BY OPEN CHANNEL OR PIPING	\$40,000.00	0%

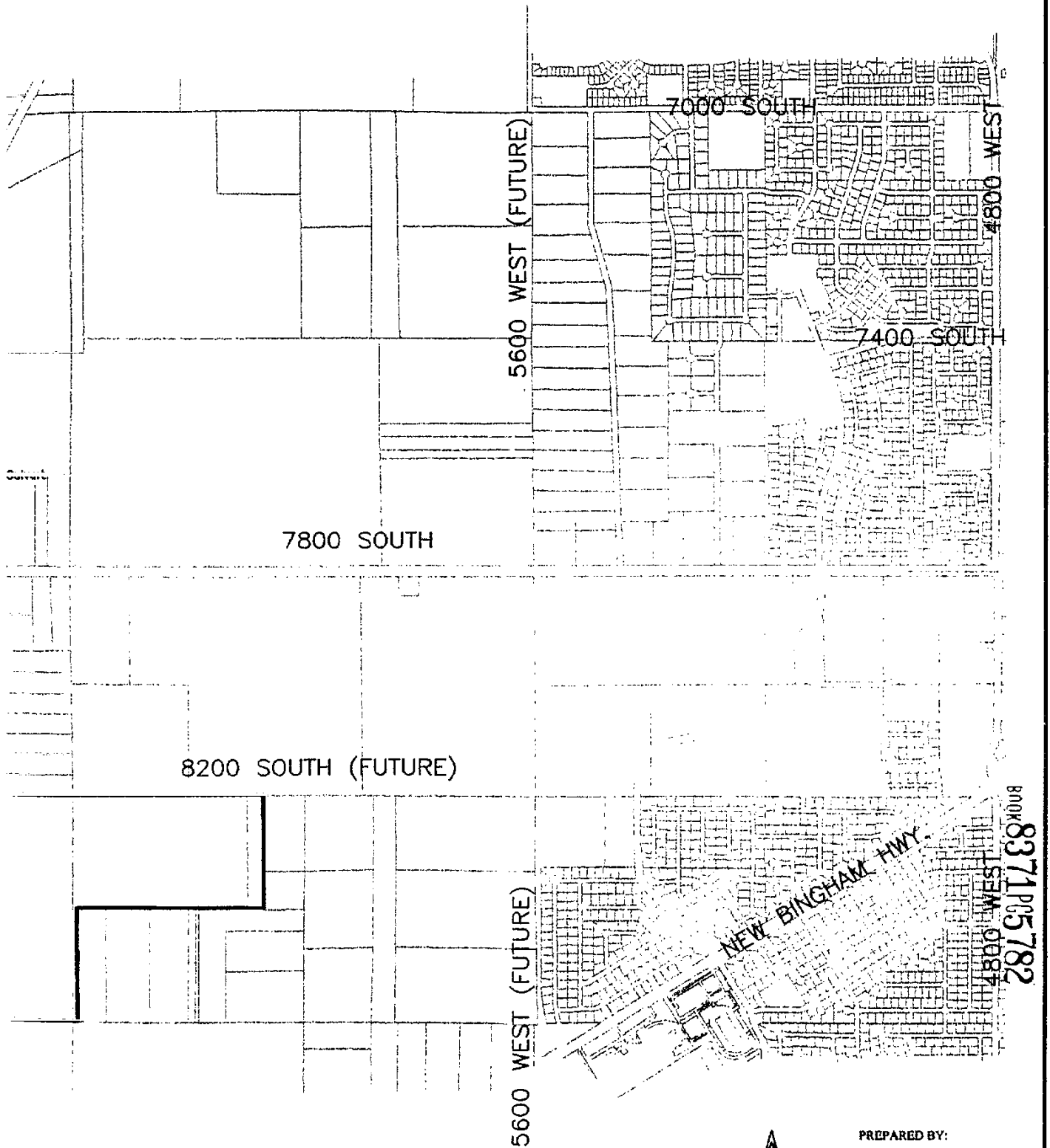
ASSUMPTIONS

- 0.1 CFS/ACRE ALLOWED HISTORIC RUNOFF
- HISTORIC RUNOFF MAY BE DISCHARGED INTO THE NATURAL/EXISTING DRAINAGE COURSES.



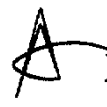
BOOK 8371 PG 5781

ORDAN HILLS VILLAGES ELEMENTS BY DEVELOPER



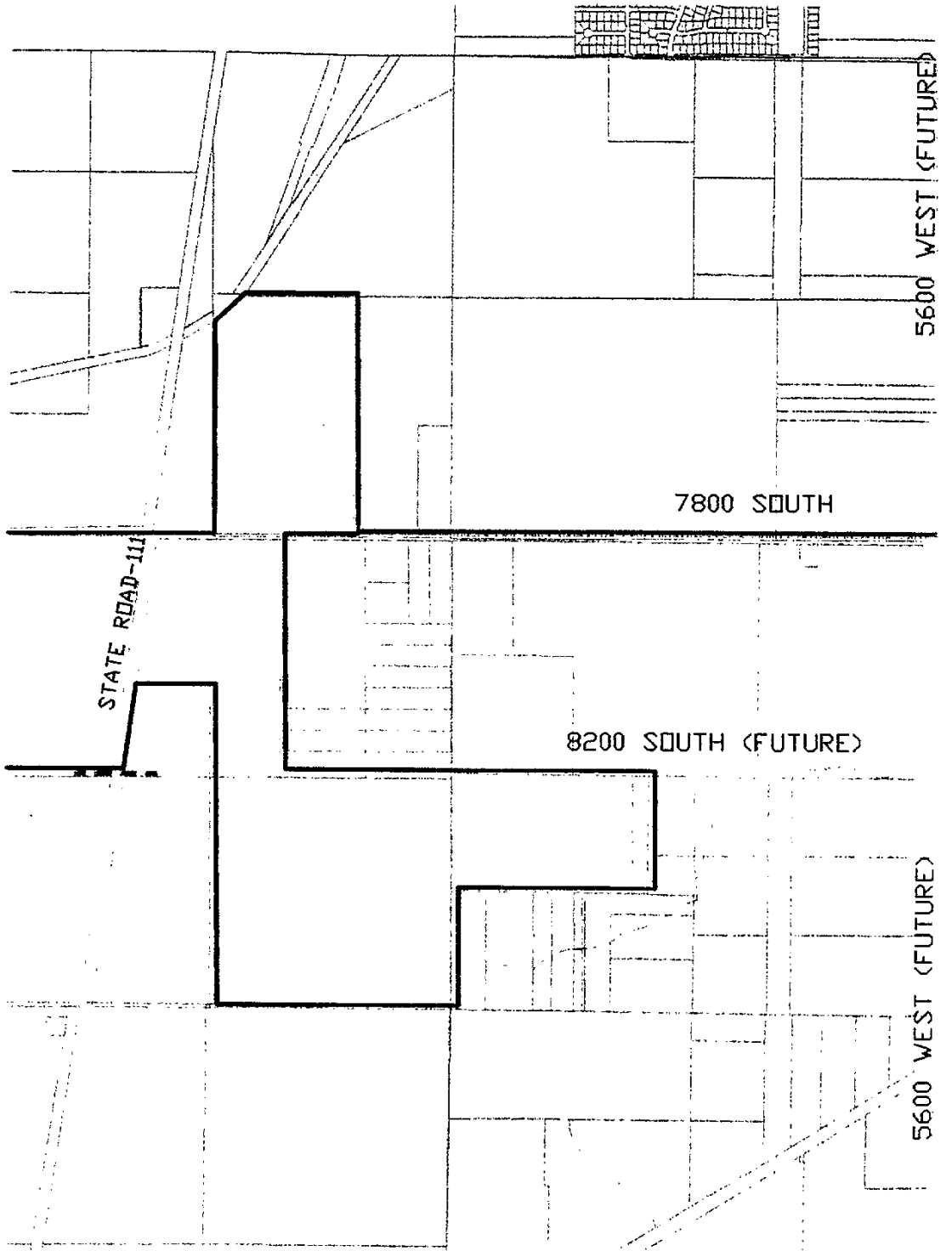
BOOK 8371 PG 5782
LSM 0087

PREPARED BY:



Ward Engineering Group
Planning • Engineering • Surveying


EXHIBIT C6 - THE ROADWAY IMP

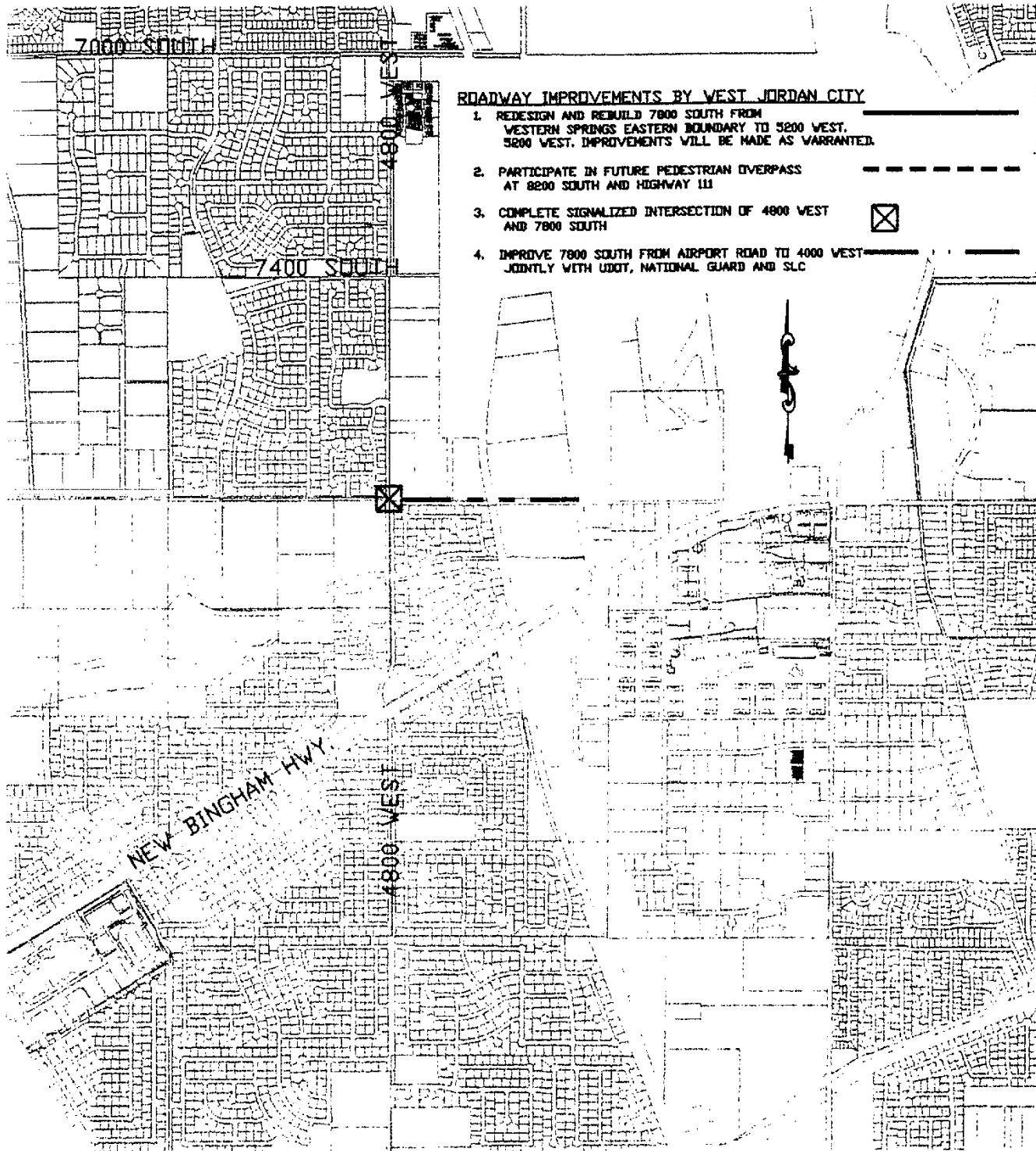


BOOK 8371 PG 5783

JORDAN HILLS VILLAGES IMPROVEMENTS BY CITY

ROADWAY IMPROVEMENTS BY WEST JORDAN CITY

1. REDESIGN AND REBUILD 7800 SOUTH FROM WESTERN SPRINGS EASTERN BOUNDARY TO 5200 WEST. 5200 WEST IMPROVEMENTS WILL BE MADE AS WARRANTED.
2. PARTICIPATE IN FUTURE PEDESTRIAN OVERPASS AT 8200 SOUTH AND HIGHWAY 111
3. COMPLETE SIGNALIZED INTERSECTION OF 4800 WEST AND 7800 SOUTH 
4. IMPROVE 7800 SOUTH FROM AIRPORT ROAD TO 4000 WEST JOINTLY WITH UDOT, NATIONAL GUARD AND SLC



BOOK 8371P05784

PREPARED BY:


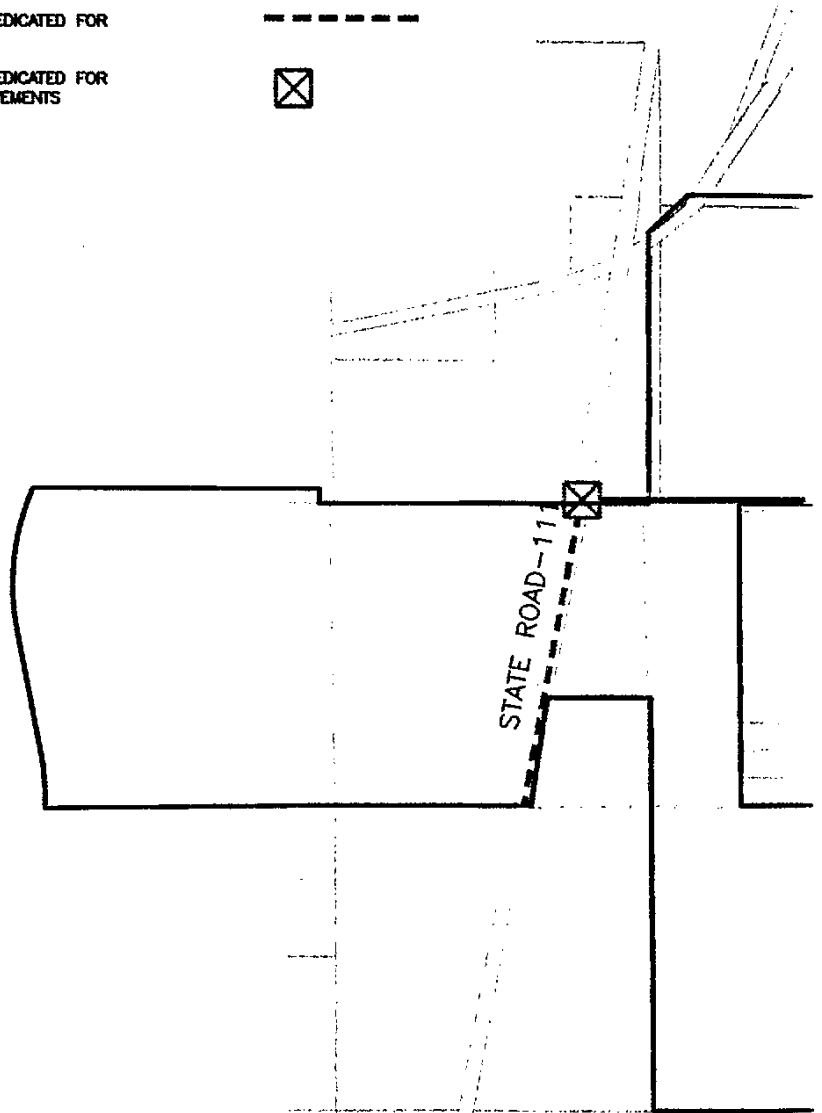
 **Ward Engineering Group**
Planning • Engineering • Surveying

EXHIBIT C7 - THE ROADWAY IMPROV

ROADWAY IMPROVEMENTS BY DEVELOPER

1. REDESIGN AND REBUILD FULL IMPROVEMENTS ALONG 7800 SOUTH WHICH FRONT THE PROJECT
2. RIGHT-OF-WAYS WILL BE DEDICATED FOR UDOT IMPROVEMENTS
3. RIGHT-OF-WAYS WILL BE DEDICATED FOR UDOT INTERSECTION IMPROVEMENTS

—————	<u>ESTIMATED COST</u>	<u>% REIMBURSE</u>
-----	\$589,000.00	50%



PHASING SCHEDULE OF CONSTRUCTION

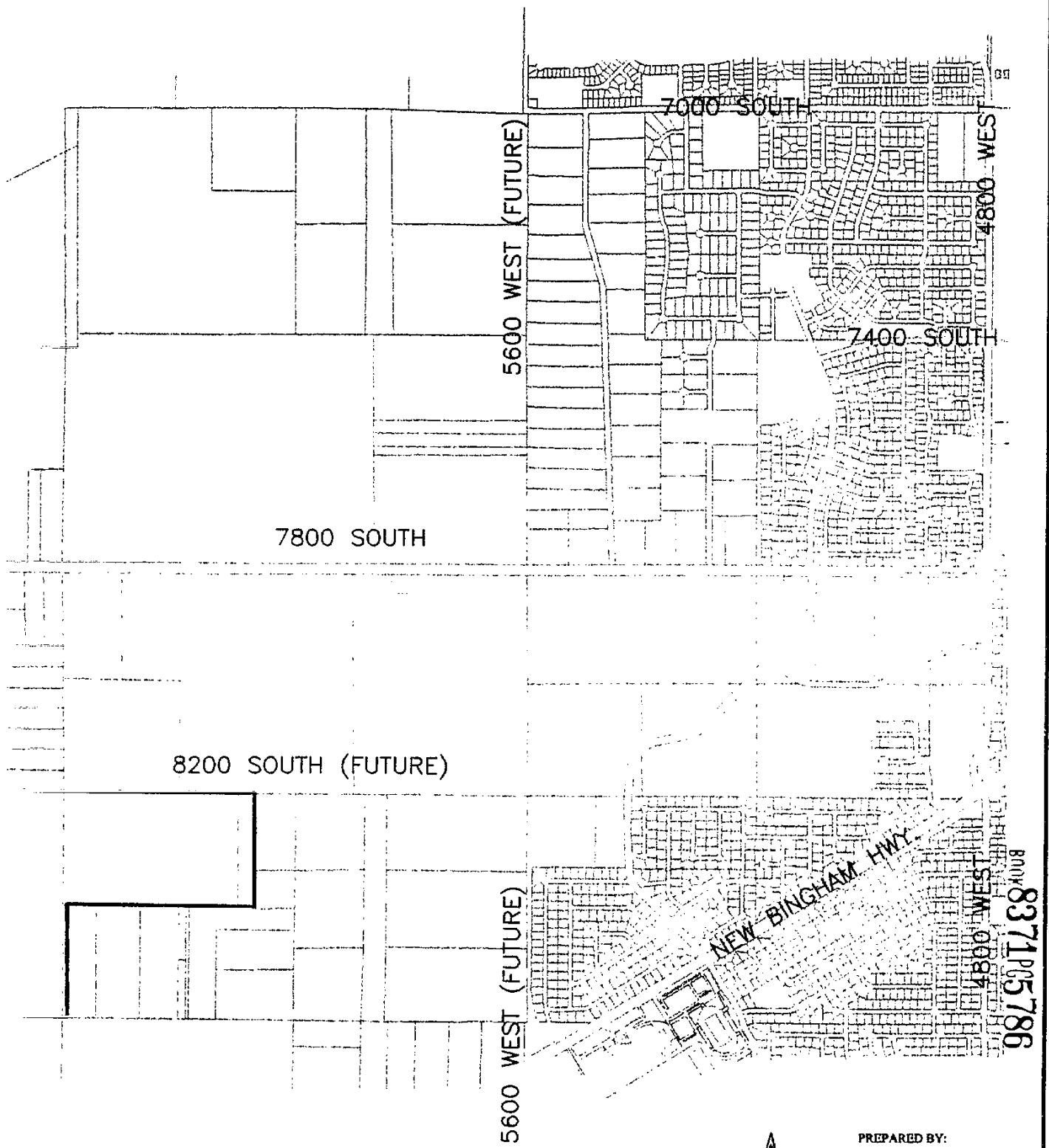
IN ORDER TO CONSTRUCT HOMES IN ZONE 4, THE INFRASTRUCTURE WATER TANK #7 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 4 MUST BE INSTALLED.

IN ORDER TO CONSTRUCT HOMES IN ZONE 5 AND 6, THE INFRASTRUCTURE WATER TANK #8 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 5 AND 6 MUST BE INSTALLED.

IN ORDER TO CONSTRUCT HOMES IN ZONE 7, THE INFRASTRUCTURE WATER TANK #9 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 7 MUST BE INSTALLED.

BOOK 8371 PG 5785

ORDAN HILLS VILLAGES MENTS BY DEVELOPER



BOOK 8371 P.05786
SEM 0087

PREPARED BY:



Ward Engineering Group
Planning • Engineering • Surveying

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of this 28th day of June, 2000, by and between the City of West Jordan, a municipality and political subdivision of the State of Utah, by and through its City Council (the "City"), and Jordan Hills Villages LLC, a Utah limited liability company ("Developer").

RECITALS:

- A. Developer owns or has the contractual right to acquire approximately 655 acres of real property located within the city limits of West Jordan, Salt Lake County, Utah, as reflected in Exhibit "A" which is attached hereto and by this reference made a part hereof (the "Property"), on which it is developing a mixed-use master planned community known as Jordan Hills Villages.
- B. Developer proposes to install certain off-site public improvements in order to provide access, infrastructure, and municipal services to the Property.
- C. Some of the public improvements which will be installed by Developer will be "system improvements" as defined in the Utah Impact Fees Act, Title 11, Chapter 36 of the Utah Code Annotated, and will provide services in the future to certain properties located adjacent to the Property and the surrounding areas.
- D. The City and Developer have contemporaneously entered into a Development Agreement for Jordan Hills Villages dated the 28th day of June, 2000 ("Development Agreement") wherein the City agreed to enter into a mutually acceptable reimbursement agreement with Developer to reimburse and/or credit Developer from impact fees for a portion of the costs for system improvements installed by Developer.
- E. Developer has asked the City to reimburse Developer for a portion of the costs associated with the construction and installation of the system improvements which will benefit the Property and surrounding areas
- F. Subject to the terms and conditions set forth in this Agreement, the City is willing to reimburse Developer for a portion of the costs incurred by Developer for the construction and installation of the system improvements which is proportional to the benefit received by the neighboring properties and surrounding area in light of the total cost of the design, construction and installation of the system improvements.

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 City and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.

2. **Update of Capital Facilities Plan.** It is the understanding of the parties that all of the system improvements that are included as part of the Reimbursed Improvements as set forth on Exhibit "C" are presently included in the City's Capital Facilities Plan. To the extent that any additional clarification is necessary in order to address the specificity and level of detail for such system improvements as provided on Exhibit "C", the City agrees to initiate a process to update and amend its Capital Facilities Plan and to consider adding, in the exercise of its independent legislative discretion and in accordance with existing law, the above projects to the list of capital facilities and thus qualify the said facilities for credits and/or reimbursements under this Agreement.

3. **Developer's Obligations.**

a. Developer shall install and construct or cause to be installed and constructed on a phase by phase basis certain system improvements which are more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof (collectively, the "Reimbursed Improvements"). The size of the Capital Facility Improvements as set forth in Exhibit "C" are approximate and subject to further change and revision during the final design and approval process. Phasing of construction of the Reimbursed Improvements shall be as set forth in Exhibit "C". The estimated costs shown on Exhibit "C" for the Reimbursed Improvements are estimates only and shall be revised based on actual costs.

b. Developer shall construct and install, or cause to be constructed and installed, all of the Reimbursed Improvements at Developer's initial sole cost and expense and in accordance with requirements of the City Engineer, the City Ordinances in effect as of the date of this Agreement and the terms of this Agreement, including Exhibit "B". Upon completion of the said Reimbursed Improvements and the inspection and acceptance of the same by the City, the City shall thereafter own the system improvements, together with the lands and rights-of-way conveyed to the City by Developer. The Developer shall be obligated to construct and install all other required project improvements necessary to serve the Project at Developer's sole cost and expense.

c. The City Engineer shall have the right to review and comment on all bids, proposed contracts, plans and specifications (the "Bid Package") for any and all improvements which shall be dedicated to the City following construction. In order to be eligible for reimbursement, the City Engineer must have approved the Developer's Bid Package.

d. Developer shall provide to the City copies of all construction agreements, receipts, checks, vouchers, bills, statements, and all other information necessary for the City to determine the actual costs incurred by Developer in installing and constructing the Reimbursed Improvements.

BMK 8371PC5788

4. **Developer Impact Fees.** Nothing contained herein shall exempt, release, or excuse Developer or its successors and assigns from paying any impact fees or other fees and charges required for development of the Property, or any portion thereof, pursuant to the ordinances and resolutions of the City, except where credits against such fees are granted hereunder to Developer by the City or pursuant to the Development Agreement.

5. **Reimbursement by the City.** The City agrees to reimburse a portion of the Developer's costs incurred pursuant to paragraph 3 above solely in accordance with the following:

a. Pursuant to City ordinance and as permitted by law, the City shall assess and collect impact fees on all development activities within the Property and on all other lands located in the City within the benefitted or service area that includes the Property. The amount of the impact fees shall be determined by the City in its absolute and sole discretion pursuant to applicable City ordinances.

b. Where authorized and permitted by law, the following impact fees, in addition to others that may be authorized and permitted by law, will be assessed and collected by the City: roadway facilities, storm drainage facilities, water storage and distribution system facilities and sanitary sewer and waste water treatment facilities. All such fees shall be determined by the City based upon a capital facilities plan adopted by the City for the service area or areas which include the Property together with an impact fee analysis as required under the Utah Impact Fee Act. The City will collect impact fees on buildings and structures located on the Property and on other lands located within the City that are benefitted by and otherwise served by the Reimbursed Improvements (the "Collection Area") as identified in Exhibit "B" which is attached hereto and incorporated herein by this reference. In the event that any law or court decision hereafter prohibits, limits or eliminates impact fees, the City shall not be obligated to assess or collect any impact fees other than those authorized by the then existing law and/or any applicable court decision. Subject to the foregoing and upon acceptance by the City of the applicable Reimbursed Improvement or phase thereof, which acceptance shall not be unreasonable withheld or delayed, the City will reimburse or credit Developer on a quarterly basis for the actual reasonable costs incurred by Developer in providing the Reimbursed Improvements by remitting to Developer all of the above-referenced impact fees collected hereafter by the City from the Collection Area. In the event the City is obligated to make other system improvements or reimbursements for impact fees collected in the Collection Area, the impact fees collected, net of direct expenditures, shall be divided among the outstanding system improvement agreements in proportion to the original amounts due; provided, however, that all impact fees generated within the Property shall be remitted to Developer in satisfaction of the City's obligations hereunder and shall not be available for the payment of other outstanding system improvement agreements until the Developer has been paid in full the amounts due hereunder. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement to Developer until the above-referenced impact fees from the Property or on other lands located in the Collection Area are actually received by the City. The City shall not be obligated to pay interest to the Developer. Impact fees reimbursed hereunder to Developer shall be solely for the purposes for which such fees were

BN# 83771 P05789

collected respectively. The amount of reimbursement to Developer shall be the lesser of actual costs for system improvements or actual impact fees collected. Developer hereby specifically agrees to accept those above-referenced impact fees actually collected by the City as provided herein as full and final reimbursement and hereby agrees to hold the City and its officers, employees, agents, and representatives harmless for any amounts claimed by Developer for reimbursement in the event the City is unable to collect the aforesaid impact fees.

c. No reimbursement or credits shall be due hereunder to Developer until:

(i) The applicable Reimbursed Improvements have been fully installed, inspected, and approved by the City; and

(ii) Until the provisions of this Agreement require such reimbursement and/or credits.

6. **Ownership and Maintenance.** Ownership of the Reimbursed Improvements shall be with the City after completion of construction of the same by Developer and inspection and approval thereof by the City. The City will assume responsibility for all maintenance, repair, and/or replacement of the Reimbursed Improvements once they are completed by Developer and accepted by the City subject to any applicable warranty periods.

7. **Collection Period.** It is further agreed that the City will collect the impact fees specified herein to the extent permitted by law for a period of fifteen (15) years from the date of this Agreement, or until such time as Developer's actual costs for the Reimbursed Improvements and the interest due hereunder have been paid in full, whichever occurs first ("actual costs" means the costs actually and reasonably expended to construct the Reimbursed Improvements). Provided the City is not in default with respect to its obligations hereunder, Developer specifically agrees to accept the impact fees specified above which are in fact collected and/or credited by the City during the above-referenced period as full and final payment under this Agreement and hereby waives any rights or claims against the City for reimbursement of any kind or source other than as set forth herein.

8. **Conflict.** In the event of any conflict between the provisions of this Reimbursement Agreement and the Development Agreement entered into contemporaneously by the parties hereto, the terms and provisions of the Development Agreement shall be controlling. Nothing contained herein shall be deemed to modify or supercede the provisions of the Development Agreement.

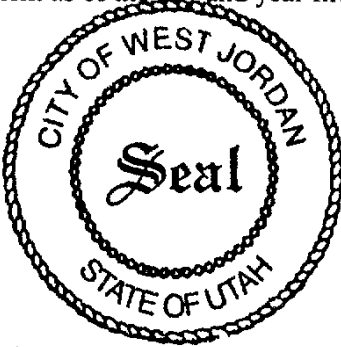
9. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to Developer for the Reimbursed Improvements and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the parties with regard to any reimbursements to Developer from the City.

10. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives agents, members, successors, and assigns.

11. **Validity and Severability.** If any section, clause, or portion of this Agreement is declared invalid by a court of competent jurisdiction for any reason, the remainder shall not be affected thereby and shall remain in full force and effect.

12. **Amendment.** This Agreement may be amended only in a writing signed by the parties hereto.

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



Attest:

Julie B. Buchi
City Recorder

"CITY"
CITY OF WEST JORDAN

By: [Signature]
Mayor

"DEVELOPER"

JORDAN HILLS VILLAGES LLC,
a Utah limited liability company

By: [Signature]
Terry C. Diehl, Manager

APPROVED AS TO FORM

West Jordan City Attorney

By: [Signature]
Date: 6-28-00

By: [Signature]
Michael J. Bodell, Manager

BOOK 8371 PAGE 791

EXHIBIT

ALTA/ACSM L&L
 Located in Sections 27, 33, 34 & :
 Range 2 West, Salt Lake B.

AutoCAD File: P:\Wasatch Pacific\WAS028\Softdesk\RichardsProperty\Alta-2b.dwg Plotted at: Mon Jun 19 15:07:25 2000

Legal Description

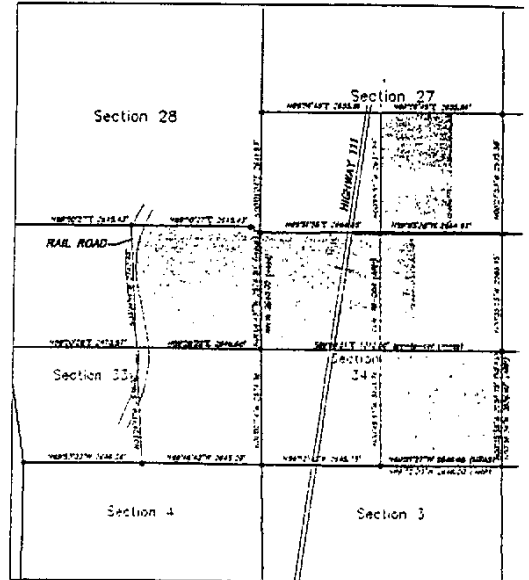
Beginning at a point which lies South 89°53'28" West 1093.35 feet along the North section line of Section 34 from the Northeast corner of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian; and traversing thence
 South 89°53'28" West 800.78 feet along said North section line; thence leaving said section line South 00°39'55" East 2582.30 feet to a point on the East-West center of section line of Section 34; thence
 South 89°58'26" East 1894.15 feet along said center of section line to the East 1/4 corner of Section 34; thence leaving said line
 South 89°50'25" East 2180.96 feet along the East-West center of section line of Section 33; thence leaving said line
 South 00°29'42" East 1298.36 feet; thence
 North 89°45'08" West 2158.89 feet to a point on the East section line of Section 34; thence
 South 00°39'55" East 1293.07 feet along said section line to the Southeast corner of Section 34; thence leaving said line
 North 89°31'27" West 2648.85 feet along the South section line of Section 34 to the South 1/4 corner of Section 34; thence leaving said line
 North 00°48'52" West 3502.86 feet along the North-South center of section line of Section 34; thence leaving said line
 North 89°24'33" West 873.86 feet to a point on the East right-of-way line of State Highway 111; thence
 South 08°02'35" West 931.90 feet along said right-of-way line to a point on the East-West center of section line of Section 34; thence leaving said right-of-way line
 North 89°59'11" West 1640.89 feet along said center of section line to the West 1/4 corner of Section 34; thence leaving said line
 South 89°20'22" West 2501.84 feet along the East-West center of section line of Section 33 to a point on the East right-of-way line of a Kennecott Copper Corporation Railroad right-of-way; said point also being a point on the arc of a 2185.00 foot radius non-tangent curve to the left (bearing to radius = N87°33'34"W)
 thence leaving said center of section line and traversing along said right-of-way line the following three courses:
 Northwestly 503.22 feet along the arc of said curve through a central angle of 137°10'3"; thence
 North 11°18'57" West 1040.38 feet to the point of curvature of a 2018.00 foot radius curve to the right; thence
 Northeastly 1240.25 feet along the arc of said curve through a central angle of 351°2'49" to a point on the North section line of Section 33; thence
 leaving said railroad right-of-way
 South 89°50'27" East 2347.89 feet along said section line to the Northeast corner of Section 33; thence leaving said section line
 South 89°50'27" East 81.37 feet to a fence line; thence
 South 01°01'43" East 125.00 feet along said fence line; thence leaving said fence line
 North 89°51'55" East 131.63 feet to the Northwest corner of Section 34; thence
 North 89°51'55" East 2868.85 feet along the North section line of Section 34 to the North 1/4 corner of Section 34; thence leaving said section line
 North 00°15'55" West 2324.05 feet along the North-South center of section line of Section 27; thence leaving said section line
 North 48°31'59" East 458.51 feet to a point on the East-West center of section line of Section 27; thence
 North 89°56'45" East 1229.87 feet along said section line; thence leaving said center of section line
 South 00°27'53" East 2838.34 feet to the point of beginning.

less and excepting the following described right-of-way for Highway 111

The following is the centerline of a 125' wide highway right-of-way for State Highway 111, said right-of-way lying 50' on the East and 75' on the West of said centerline, being more particularly described as follows:

Beginning at a point on the North section line of Section 34, said point lying South 89°51'55" West 887.73 feet along the North section line of Section 34 from the North 1/4 corner of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian; and traversing thence
 South 08°02'35" West 2804.38 feet to a point on the East-West center of section line of Section 34, said point lying South 21°48'02" West 2779.28 feet from the North 1/4 Corner of Section 34.

contains 28,530,142 sf or 654.98 acres more or less



Locality
 N.T.

Benchmark is 1'
 (Top of brass c.)

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REVISIONS			
NO.	DATE	BY	REVISION

DRAWN BY: law
 DESIGN BY: law
 CHECKED BY: sl
 DATE: 01/05/99

CLIENT: Wasatch Pacific
 OWNER: ALTA-L&L
 JOB NO: WAS012

 **Ward Engineering Group**
 Planning • Engineering • Surveying

A

Title Survey

Meridian 2 South

Surveyor's Certificate

I, Sattar H. Tabriz, do hereby certify
 For: Wasatch Pacific
 Title: Metro National Title

that this map or plot and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", partly established and adopted by ALTA and ACSM in 1992 and is a "Titled" survey. The easements shown on this survey are based upon Commitment Policy No. 98022194 prepared by Metro National Title.

Date: Sattar H. Tabriz
 Utah Registered Land Surveyor
 License No. 153100

Narrative

- The purpose of this survey was to establish Property corners and boundary lines for the property shown on sheet 1 of 2 and described hereon for Wasatch Pacific.
- The property was surveyed on November 14, 1998.
- Monuments found and used in the course of this survey were as follows:
 - East 1/4 Corner of Section 28, brass cap set in concrete.
 - Northeast Corner of Section 35, brass cap, ring and lid.
 - Southeast Corner of Section 35, brass cap set in concrete.
 - South 1/4 Corner of Section 35, brass cap set in concrete.
 - North 1/4 Corner of Section 35, brass cap, ring and lid.
 - East 1/4 Corner of Section 27, brass cap set in concrete.
 - Northeast Corner of Section 35, brass cap, ring and lid.
 - Southwest Corner of Section 35, brass cap set in concrete.
 - South 1/4 Corner of Section 34, brass cap set in concrete.
 - North 1/4 Corner of Section 34, brass cap, ring and lid.
 - West 1/4 Corner of Section 27, brass cap set in concrete.
 - Northeast Corner of Section 34, rebar with aluminum cap.
 - Northeast Corner of Section 33, stone monument.
 - West 1/4 Corner of Section 34, stone monument.
 - Southeast Corner of Section 34, stone monument.
 - South 1/4 Corner of Section 33, stone monument.
 - Northeast Corner of Section 33, stone monument.
 - West 1/4 Corner of Section 33, stone monument.
 - Southwest Corner of Section 33, stone monument.

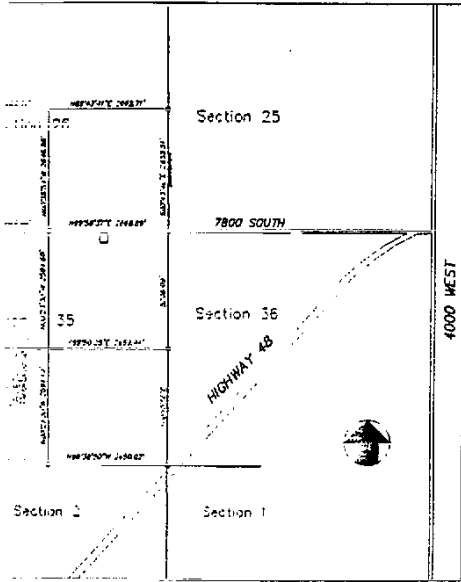
- The Basis of Bearing for lines shown on this map is North 89°28'33" East between the Northwest Corner of Section 35, and the North 1/4 Corner of Section 35.
- The property lines shown on this map were determined by ownership information obtained from Salt Lake County, from a title report furnished by Metro National Title, from BLM monument information obtained from the B.L.M. office in Salt Lake City, and from a survey of the property in the field.
- The acreages shown on map are per surveyed.
- Two monuments (County and stone) were found at the intersection of sections 27,28,33 and 34. The boundary was established from a survey of section corners and fences as shown in the area.

Notes

- There are no utilities present on the property.
- Information for sewer, water, cable, telephone and gas was obtained from the owning utility companies. Locations are approximate and should be verified prior to excavation.
- The elevation benchmark is the NW cor of section 35 as shown on map (top of brass cap). EL. = 4754.01

Utility Companies

SEWER Salt Lake County Sewer Improvement District #1 874 E. 12400 S. 1 (801) 571-1166	Utah Power & Light 201 S. Main Street 1 (801) 532-3131
WATER West Jordan City Water 8000 S. Redwood Rd. 1 (801) 561-2332	TCI Cable Vision of Utah 1350 E. Miller Av. 1 (801) 485-0500
Questar Gas Co. 189 E. 100 S. 1 (801) 324-5000	US West Communications 1 (801) 244-1111



of section 35 as shown on map

BOOK 8371 PGS 793

1370 S. West Temple
Salt Lake City, Utah 84115

tel (801) 487-8040
fax (801) 487-8668

Richards Family Partnership - West Jordan Property

ALTA/ACSM Land Title Survey

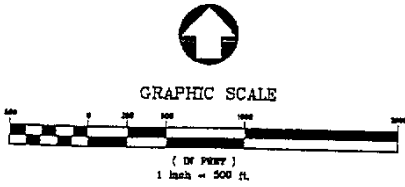
SHEET:

1

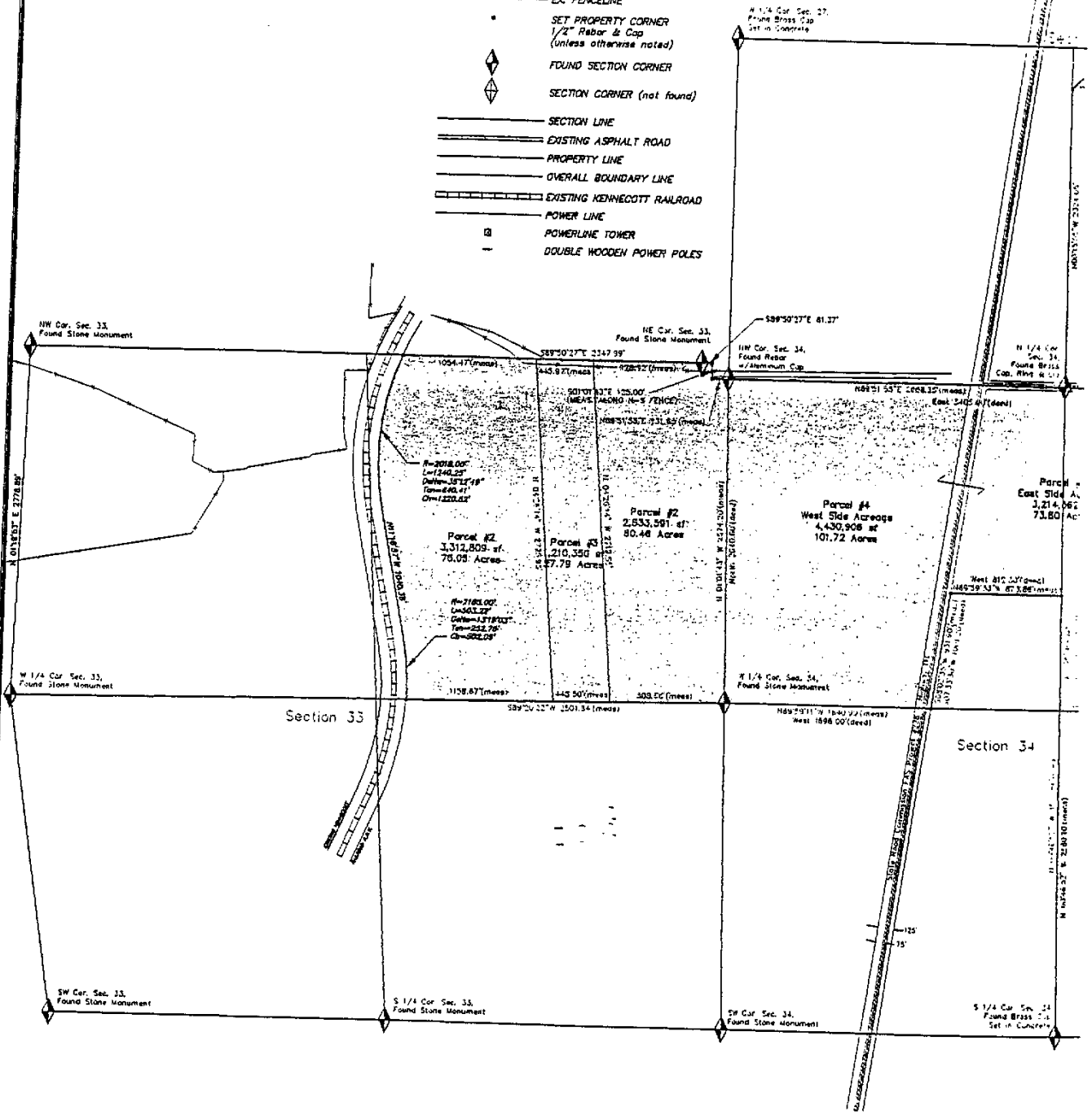
of

3

AutoCAD File: P:\Wasatch Pacific\Softdesk\RichardsProperty\Alta-2b.dwg Plotted at: Mon Jun 19 15:08:47 2000
 DAR



- Legend
- EX. FENCELINE
 - SET PROPERTY CORNER
1/2" Rebar & Cap
(Unless otherwise noted)
 - ◆ FOUND SECTION CORNER
 - ◆ SECTION CORNER (not found)
 - SECTION LINE
 - EXISTING ASPHALT ROAD
 - PROPERTY LINE
 - OVERALL BOUNDARY LINE
 - EXISTING KENNEDOTT RAILROAD
 - POWER LINE
 - POWERLINE TOWER
 - DOUBLE WOODEN POWER POLES



REVISIONS			
NO.	DATE	BY	REVISION

DRAWN BY: law
 DESIGN BY: law
 CHECKED BY: sst
 DATE: 01/09/99

CLIENT: Wasatch Pacific
 DWG: ALTA-2.dwg
 JOB No: WAS012

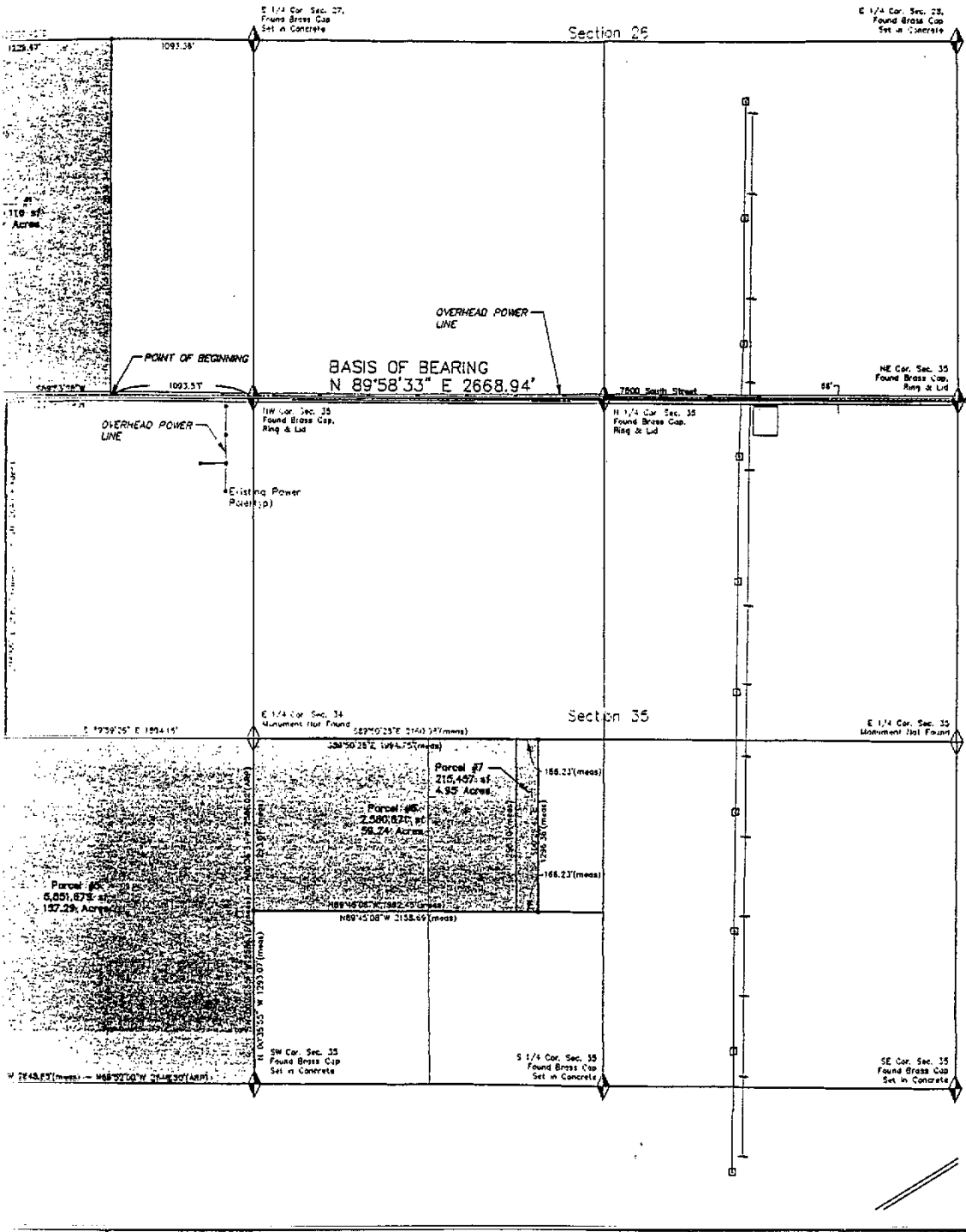


BOOK 8371 PG 5794

EXHIBIT A

ALTA/ACSM Land Title Survey

Located in Sections 27, 33, 34 & 35, Township 2 South
Range 2 West, Salt Lake Base & Meridian



BNM 8371 PG 5795

1370 S. West Temple
Salt Lake City, Utah 84111
Tel: (801) 487-4040
Fax: (801) 487-8668

Richards Family Partnership - West Jordan Property
ALTA/ACSM Land Title Survey

SHEET:
2
OF
3

Summary Exhibit "B"
Estimated Reimbursable Expenses and Collection Areas for
The Jordan Hills Villages Development

Expenditure by Developer	Amount	% To Be Reimbursed	Collection Area
Roadway Improvements	\$ 589,000	50%	Zones 3;4;5;6;7
Water Improvements			
1) 30" Water Transmission line from the Grizzly way water tank to the Highway 111 water tank.	\$ 500,000	100%	City wide
2) 20" Water Transmission line from the Highway 111 water tank to the zone 6 water tank.	\$ 250,000	40%	Zones 4;5;6;7
3) 16" Water Transmission line from zone 5/6 water tank to zone 7 water tank.	\$ 76,000	90%	Zones 5;6;7
4) Grizzly Way pump station - lift to the zone 3/4 water tank.	\$ 200,000	100%	City wide
5) Zone 3/4 Pump station lift to the zone 5/6 water tank.	\$ 200,000	100%	Zones 3;4;5;6;7
6) Zone 6 pump station - lift to the zone 7 water tank	\$ 200,000	100%	Zones 4;5;6;7
7) 5 million gallon zone 3/4 water tank.	\$ 1,500,000	100%	City wide
8) 3 million gallon zone 5/6 water tank.	\$ 900,000	100%	Zones 4;5;6;7
9) 4 million gallon zone 7 water tank.	\$ 1,200,000	100%	Zones 5;6;7
Sanitary Sewer Improvements			
1) 13,750 LF 15" sewer line.	\$ 480,000	40%	Zones 3;4;5;6;7
2) 5,050 LF 10" sewer line	\$ 139,000	40%	Zones 4;5;6;7
3) 8,800 LF 12" sewer line.	\$ 290,000	95%	Zones 4;5;6;7
Storm Water Improvements			
1) 37 acre feet detention facility near 7800 S. & Highway 111.	\$ 93,000	50%	SDAD 3;4
2) 4 acre feet detention facility west of Highway 111 at 8100 S.	\$ 10,000	20%	SDAD 3;4
3) Re-construct the destroyed Clay Hollow wash by open Channel or piping.	\$ 79,000	50%	SDAD 3;4
4) Re-construct the destroyed Barney's Creek by open channel or piping.	\$ 40,000	0%	SDAD 3;4
TOTAL EXPENDITURES	\$ 6,746,000		

NOTE: All amounts are estimated costs. Actual costs to be determined upon completion of design and engineering and bid process. Final amounts to be approved by the City.
Collection areas based on water zones except for Storm Water, which is based on Storm Drainage Assessment Districts.

BNO# 8371 P05796

Summary Exhibit "C"
Estimated Reimbursable Expenses and Collection Areas for
The Jordan Hills Villages Development

Expenditure by Developer	Amount	% To Be Reimbursed	Collection Area
Roadway Improvements	\$ 589,000	50%	Zones 3;4;5;6;7
Water Improvements			
1) 30" Water Transmission line from the Grizzly way water tank to the Highway 111 water tank.	\$ 500,000	100%	City wide
2) 20" Water Transmission line from the Highway 111 water tank to the zone 6 water tank.	\$ 250,000	40%	Zones 4;5;6;7
3) 16" Water Transmission line from zone 5/6 water tank to zone 7 water tank.	\$ 76,000	90%	Zones 5;6;7
4) Grizzly Way pump station - lift to the zone 3/4 water tank.	\$ 200,000	100%	City wide
5) Zone 3/4 Pump station lift to the zone 5/6 water tank.	\$ 200,000	100%	Zones 3;4;5;6;7
6) Zone 6 pump station - lift to the zone 7 water tank	\$ 200,000	100%	Zones 4;5;6;7
7) 5 million gallon zone 3/4 water tank.	\$ 1,500,000	100%	City wide
8) 3 million gallon zone 5/6 water tank.	\$ 900,000	100%	Zones 4;5;6;7
9) 4 million gallon zone 7 water tank.	\$ 1,200,000	100%	Zones 5;6;7
Sanitary Sewer Improvements			
1) 13,750 LF 15" sewer line.	\$ 480,000	40%	Zones 3;4;5;6;7
2) 5,050 LF 10" sewer line	\$ 139,000	40%	Zones 4;5;6;7
3) 8,800 LF 12" sewer line.	\$ 290,000	95%	Zones 4;5;6;7
Storm Water Improvements			
1) 37 acre feet detention facility near 7800 S. & Highway 111.	\$ 93,000	50%	SDAD 3;4
2) 4 acre feet detention facility west of Highway 111 at 8100 S.	\$ 10,000	20%	SDAD 3;4
3) Re-construct the destroyed Clay Hollow wash by open Channel or piping.	\$ 79,000	50%	SDAD 3;4
4) Re-construct the destroyed Bamey's Creek by open channel or piping.	\$ 40,000	0%	SDAD 3;4
TOTAL EXPENDITURES	\$ 6,746,000		

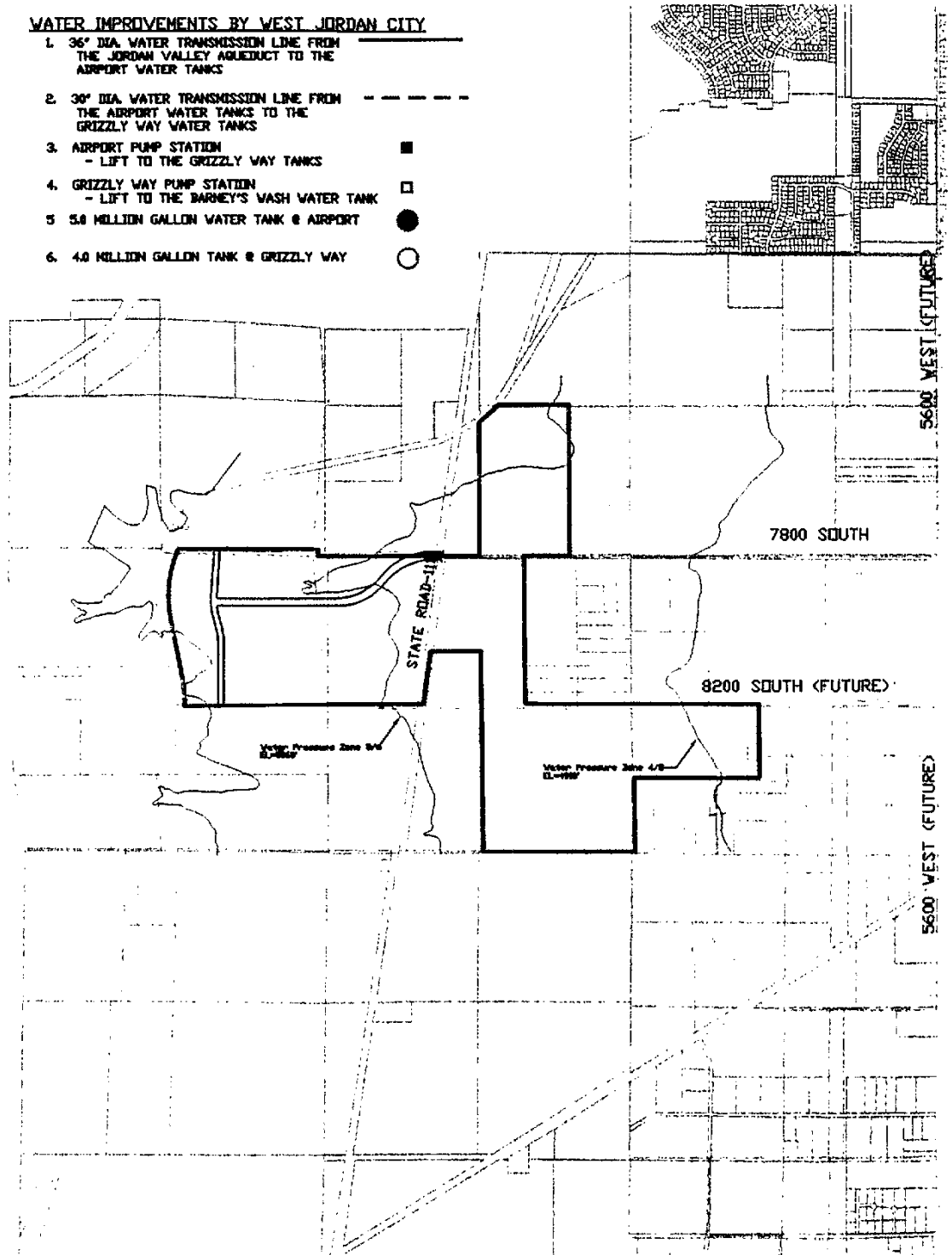
NOTE: All amounts are estimated costs. Actual costs to be determined upon completion of design and engineering and bid process. Final amounts to be approved by the City.
Collection areas based on water zones except for Storm Water, which is based on Storm Drainage Assessment Districts.

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EXHIBIT C1 - THE WATER IMPF

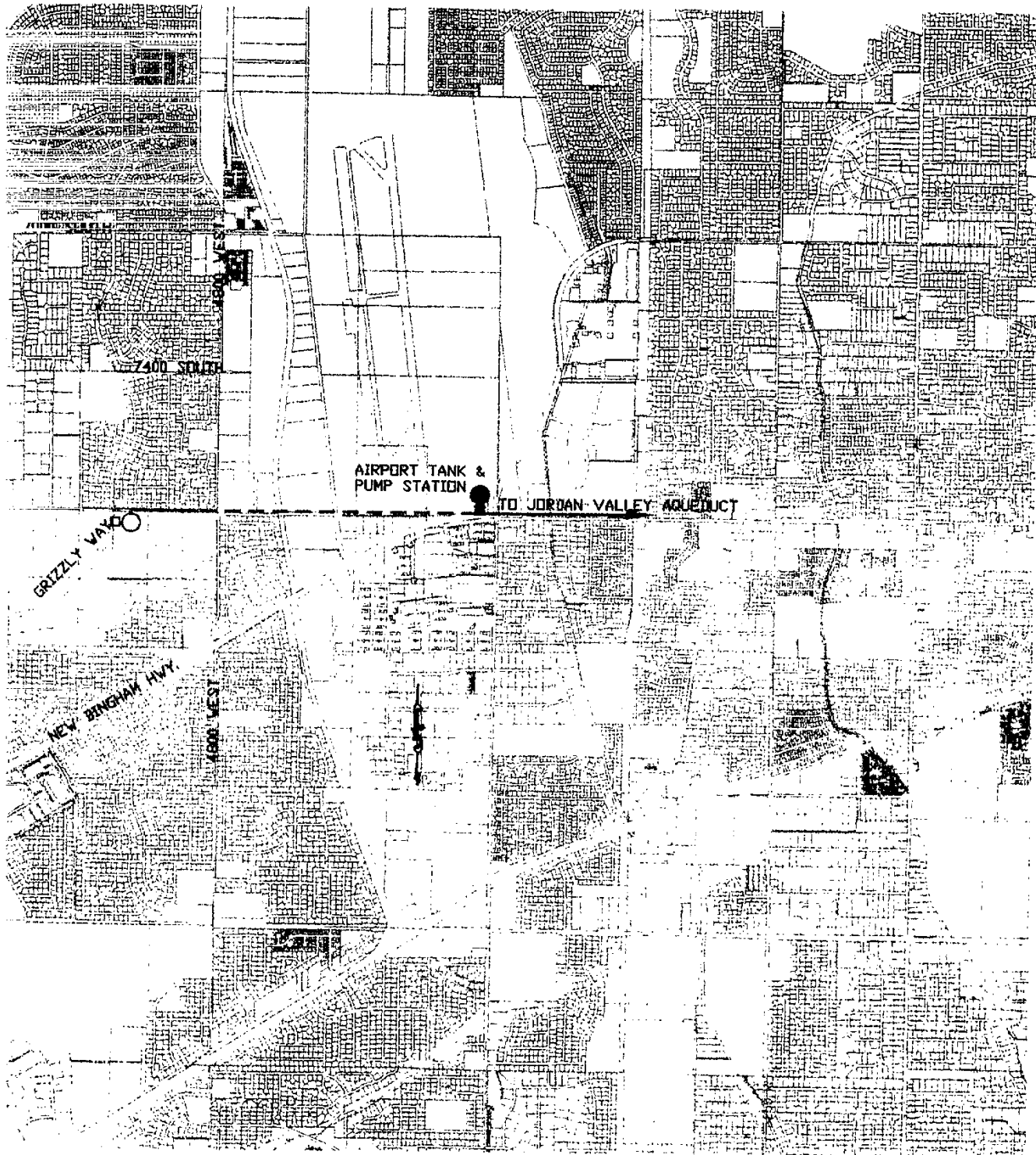
WATER IMPROVEMENTS BY WEST JORDAN CITY

1. 36" DIA. WATER TRANSMISSION LINE FROM THE JORDAN VALLEY AQUEDUCT TO THE AIRPORT WATER TANKS
2. 30" DIA. WATER TRANSMISSION LINE FROM THE AIRPORT WATER TANKS TO THE GRIZZLY WAY WATER TANKS
3. AIRPORT PUMP STATION
- LIFT TO THE GRIZZLY WAY TANKS
4. GRIZZLY WAY PUMP STATION
- LIFT TO THE BARNEY'S WASH WATER TANK
5. 5.0 MILLION GALLON WATER TANK @ AIRPORT
6. 4.0 MILLION GALLON TANK @ GRIZZLY WAY



BOOK 8371 PG 5798

JORDAN HILLS VILLAGES MOVEMENTS BY CITY

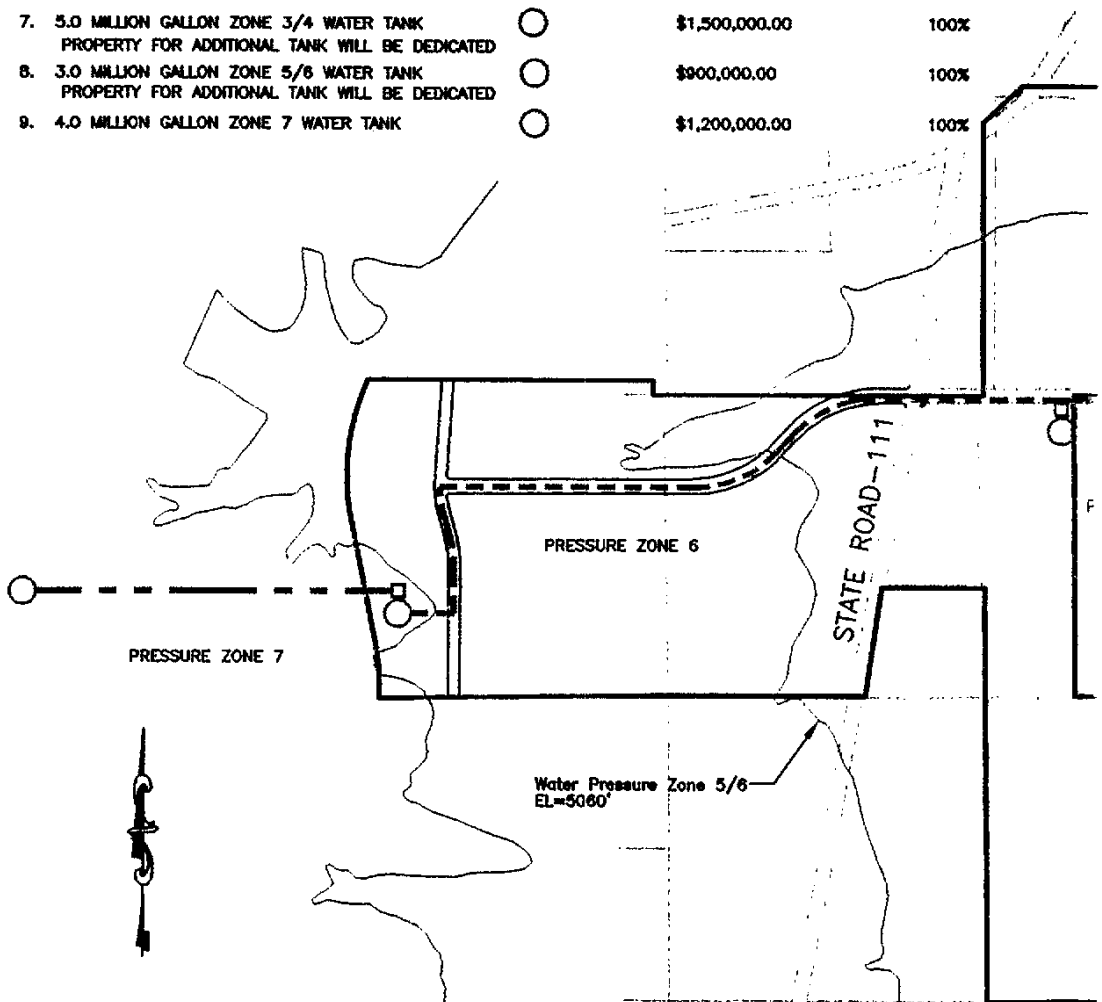


BOOK 8371 PGS 799

EXHIBIT C2 - THE WATER IMPROV

WATER IMPROVEMENTS BY DEVELOPER

		ESTIMATED COST	% REIMBURSABLE
1.	30" DIA. WATER TRANSMISSION LINE FROM THE GRIZZLY WAY WATER TANK TO THE ZONE 3/4 WATER TANK	\$500,000.00	100%
2.	20" DIA. WATER TRANSMISSION LINE FROM THE ZONE 3/4 WATER TANK TO THE ZONE 6 WATER TANK	\$250,000.00	40%
3.	16" DIA. WATER TRANSMISSION LINE FROM ZONE 5/6 WATER TANK TO THE ZONE 7 WATER TANK	\$76,000.00	90%
4.	GRIZZLY WAY PUMP STATION (COMBINED W/NBH LIFT) - LIFT TO THE ZONE 3/4 WATER TANK	\$200,000.00	100%
5.	ZONE 3/4 PUMP STATION - LIFT TO THE ZONE 5/6 WATER TANK	\$200,000.00	100%
6.	ZONE 6 PUMP STATION - LIFT TO THE ZONE 7 WATER TANK	\$200,000.00	100%
7.	5.0 MILLION GALLON ZONE 3/4 WATER TANK PROPERTY FOR ADDITIONAL TANK WILL BE DEDICATED	\$1,500,000.00	100%
8.	3.0 MILLION GALLON ZONE 5/6 WATER TANK PROPERTY FOR ADDITIONAL TANK WILL BE DEDICATED	\$900,000.00	100%
9.	4.0 MILLION GALLON ZONE 7 WATER TANK	\$1,200,000.00	100%



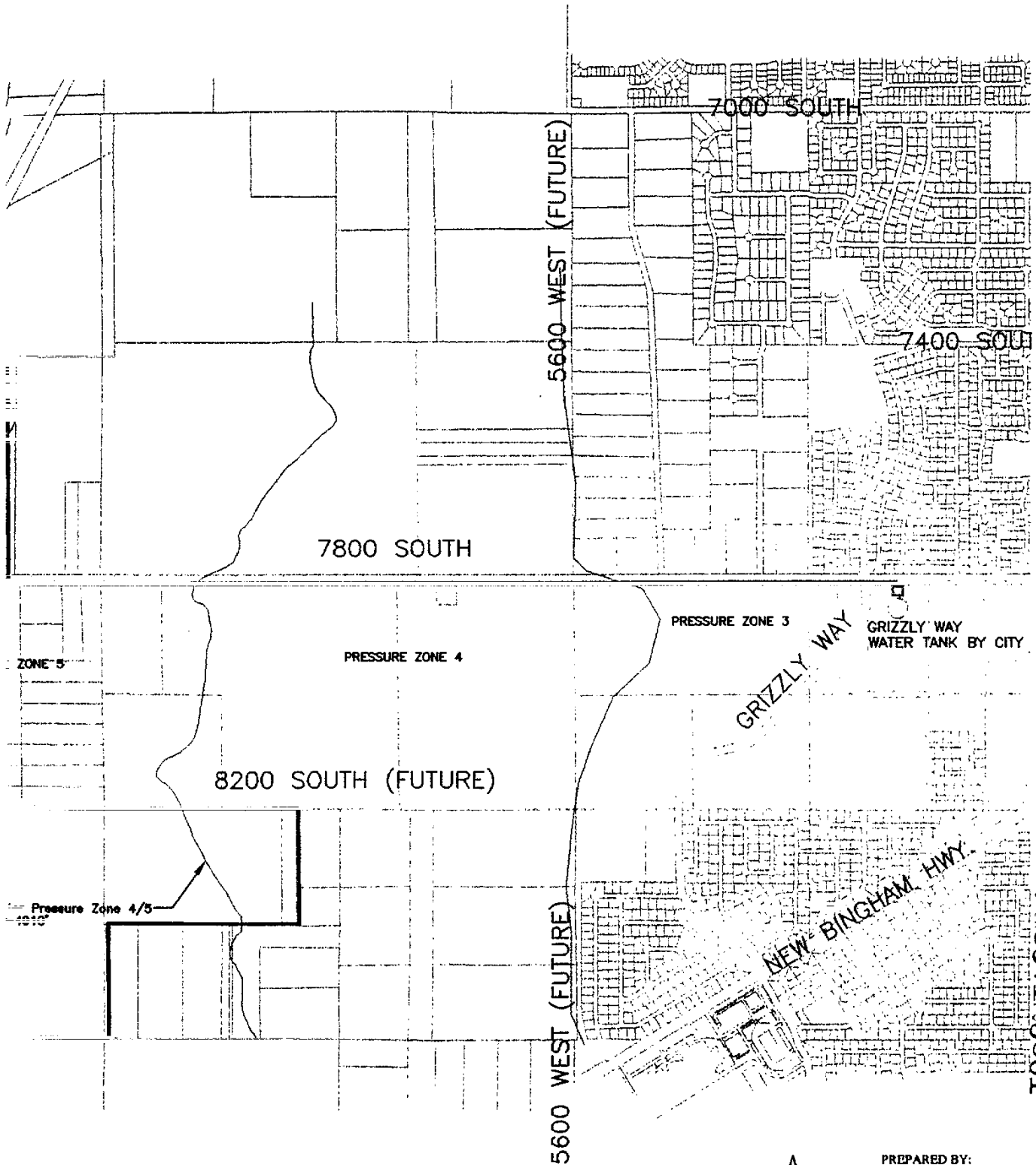
PHASING SCHEDULE OF CONSTRUCTION

IN ORDER TO CONSTRUCT HOMES IN ZONE 4, THE INFRASTRUCTURE WATER TANK #7 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 4 MUST BE INSTALLED.

IN ORDER TO CONSTRUCT HOMES IN ZONE 5 AND 6, THE INFRASTRUCTURE WATER TANK #8 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 5 AND 6 MUST BE INSTALLED.

IN ORDER TO CONSTRUCT HOMES IN ZONE 7, THE INFRASTRUCTURE WATER TANK #9 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 7 MUST BE INSTALLED.

JORDAN HILLS VILLAGES MENTS BY DEVELOPER



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EXHIBIT C3 - THE SEWER IMPROVE

SANITARY SEWER IMPROVEMENTS BY DEVELOPER

	ESTIMATED COST	% REIMBURS.
1. 13,750 L.F. 15" SEWER LINE	\$480,000.00	40%
2. 5,050 L.F. 10" SEWER LINE	\$130,000.00	40%
3. 8,800 L.F. 12" SEWER LINE	\$290,000.00	95%

ASSUMPTIONS

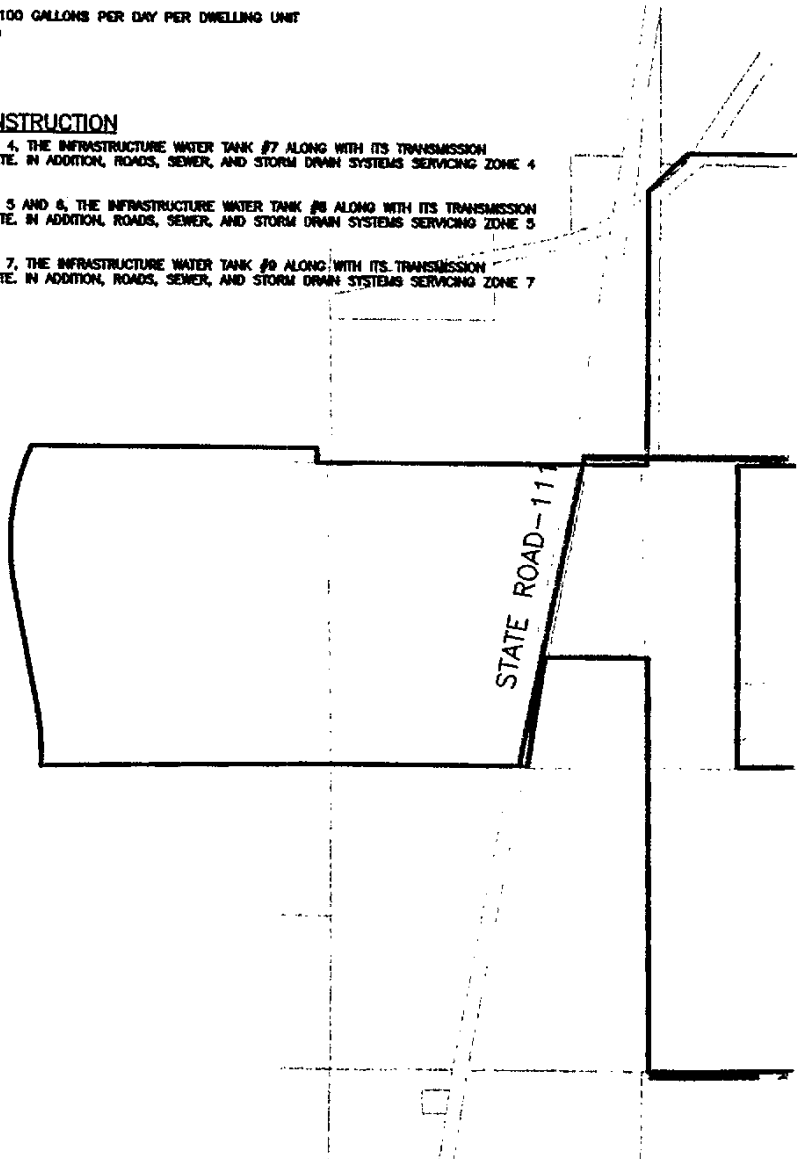
1. DAILY AVERAGE FLOWRATE = 100 GALLONS PER DAY PER DWELLING UNIT
2. DAILY PEAKING FACTOR = 3.0

PHASING SCHEDULE OF CONSTRUCTION

IN ORDER TO CONSTRUCT HOMES IN ZONE 4, THE INFRASTRUCTURE WATER TANK #7 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 4 MUST BE INSTALLED.

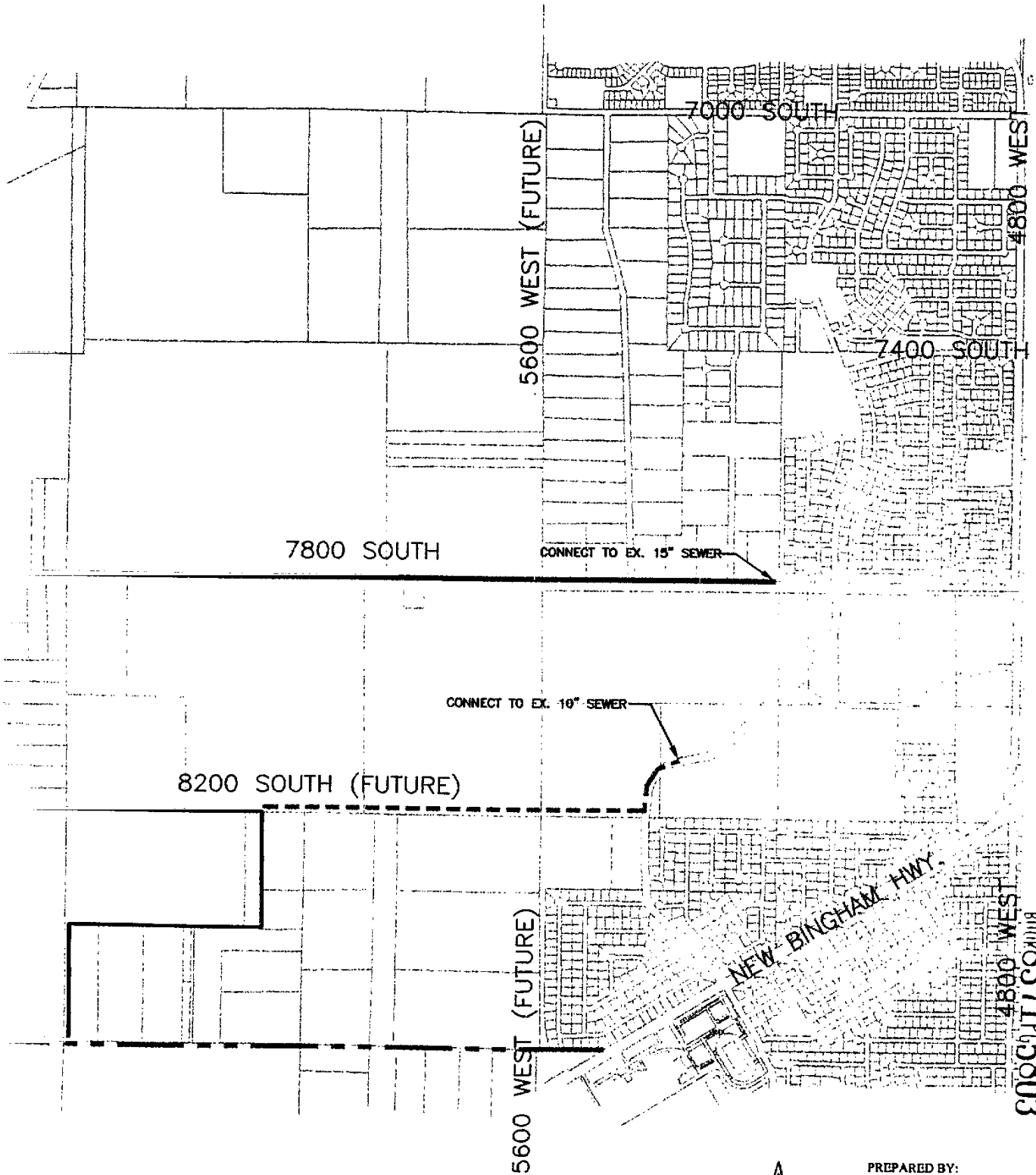
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IN ORDER TO CONSTRUCT HOMES IN ZONE 7, THE INFRASTRUCTURE WATER TANK #9 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 7 MUST BE INSTALLED.



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JORDAN HILLS VILLAGES MENTS BY DEVELOPER

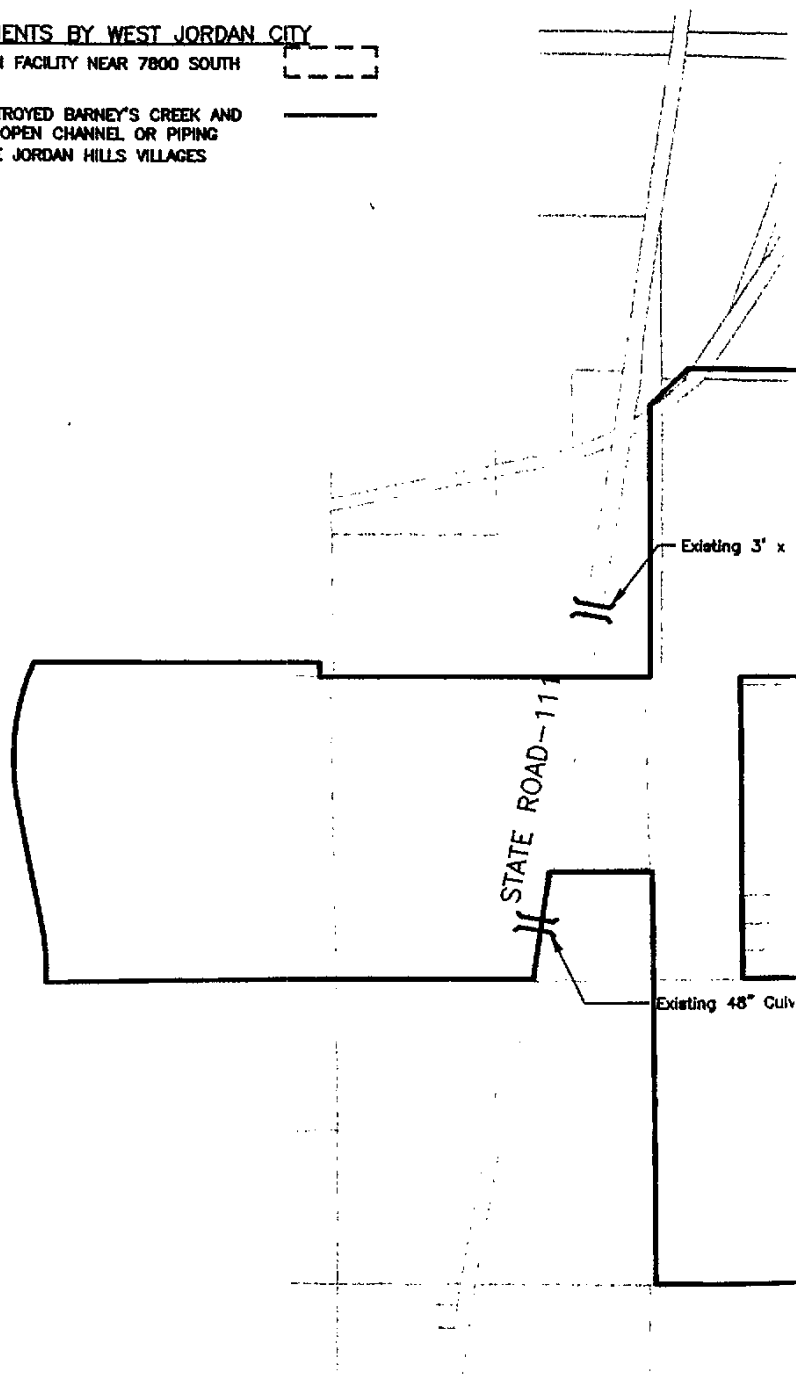


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EXHIBIT C4 - THE STORM DRAIN IMPROVEMENTS

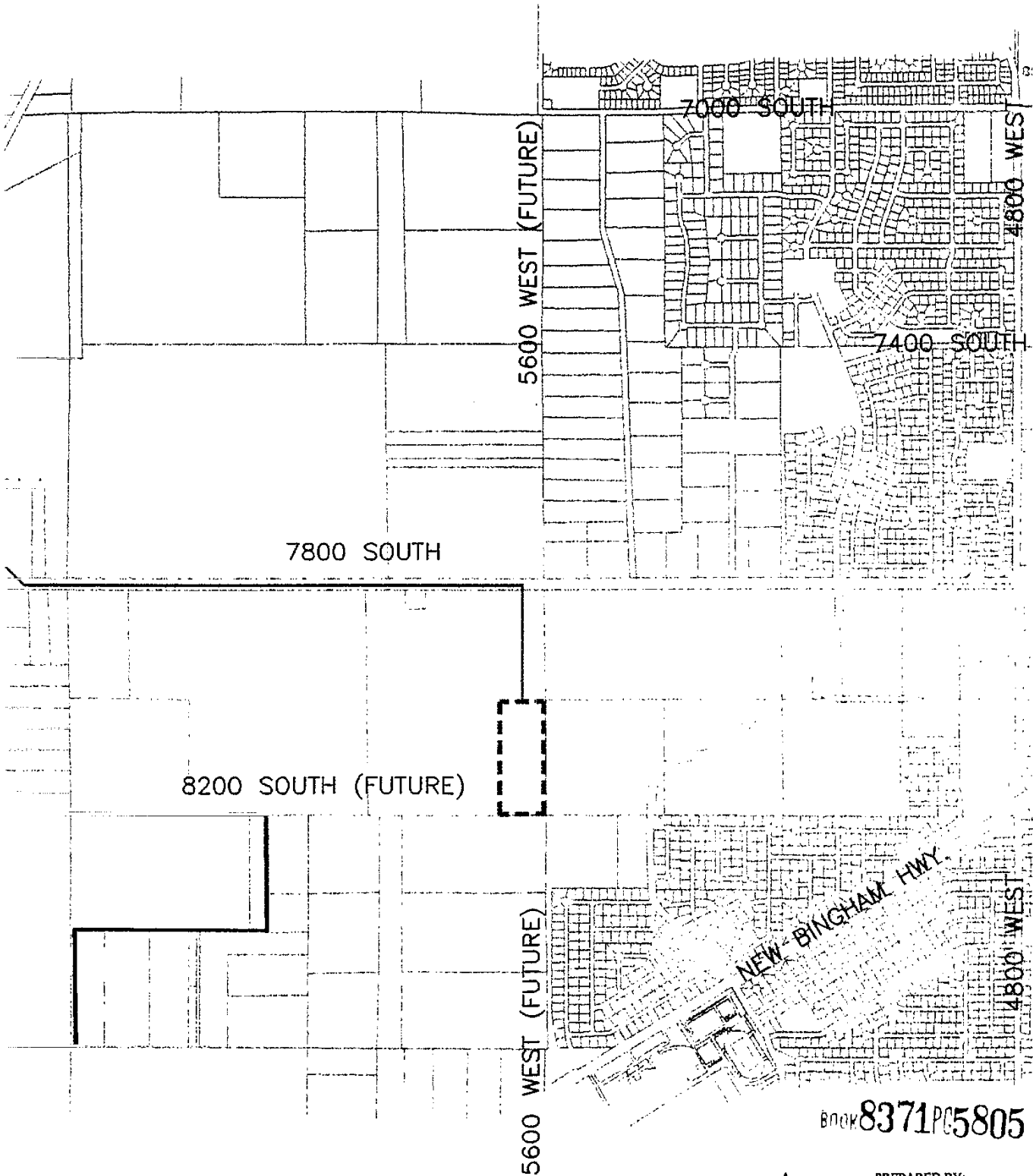
STORM WATER IMPROVEMENTS BY WEST JORDAN CITY

1. 98 ACRE-FEET DETENTION FACILITY NEAR 7800 SOUTH AND 5800 WEST
2. RE-CONSTRUCT THE DESTROYED BARNEY'S CREEK AND CLAY HOLLOW WASH BY OPEN CHANNEL OR PIPING WHICH LIES OUTSIDE THE JORDAN HILLS VILLAGES



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ORDAN HILLS VILLAGES MOVEMENTS BY CITY



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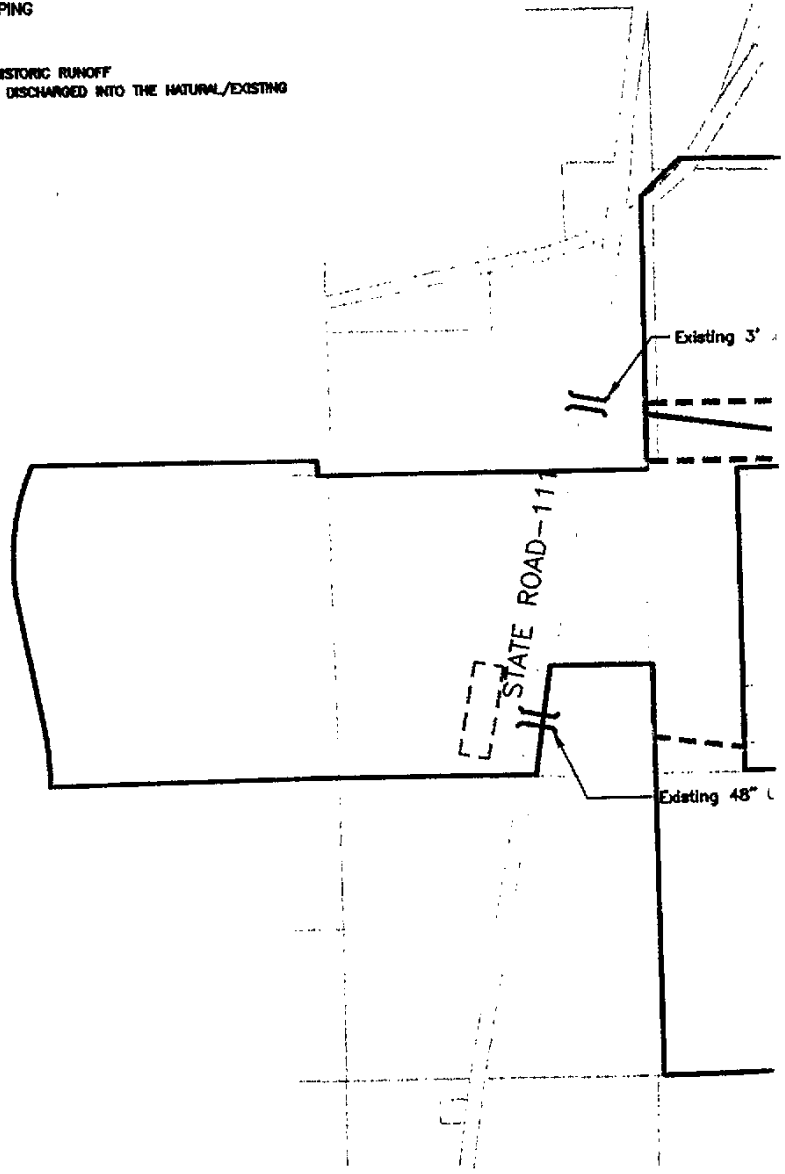
EXHIBIT C5 - THE J STORM DRAIN IMPROVEMENTS

STORM WATER IMPROVEMENTS BY DEVELOPER

		ESTIMATED COST	% REIMBURSE
1. 37 ACRE-FEET DETENTION FACILITY NEAR 7800 SOUTH AND HIGHWAY 111	[---]	\$93,000.00	50%
2. 4 ACRE-FEET DETENTION FACILITY WEST OF HIGHWAY 111 AND NEAR 8100 SOUTH	[---]	\$10,000.00	20%
3. RE-CONSTRUCT THE DESTROYED CLAY HOLLOW WASH BY OPEN CHANNEL OR PIPING	=====	\$79,000.00	50%
4. RE-CONSTRUCT THE DESTROYED BARNEY'S CREEK BY OPEN CHANNEL OR PIPING	-----	\$40,000.00	0%

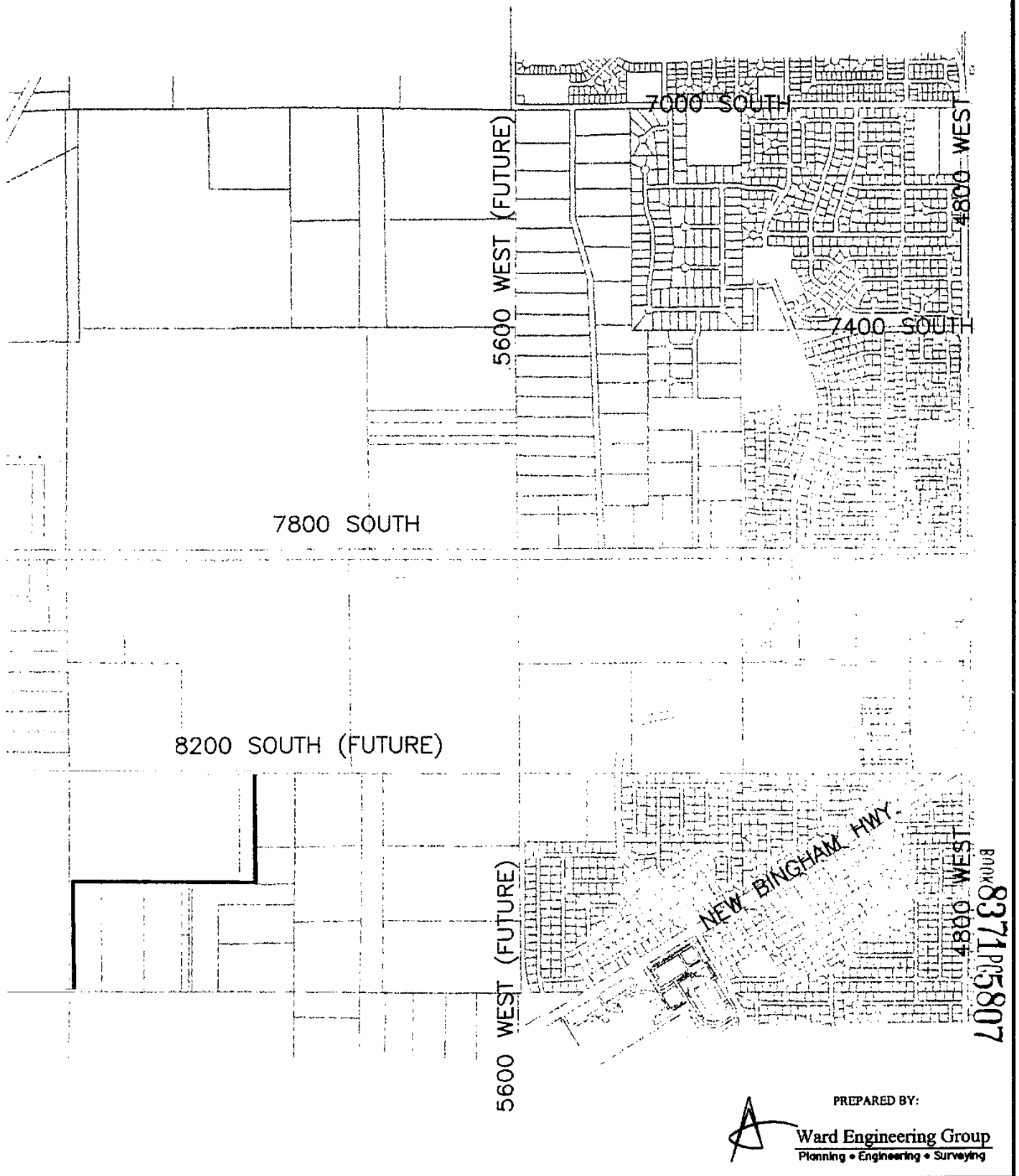
ASSUMPTIONS

- 0.1 CFS/ACRE ALLOWED HISTORIC RUNOFF
- HISTORIC RUNOFF MAY BE DISCHARGED INTO THE NATURAL/EXISTING DRAINAGE COURSES.



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RDAN HILLS VILLAGES ELEMENTS BY DEVELOPER



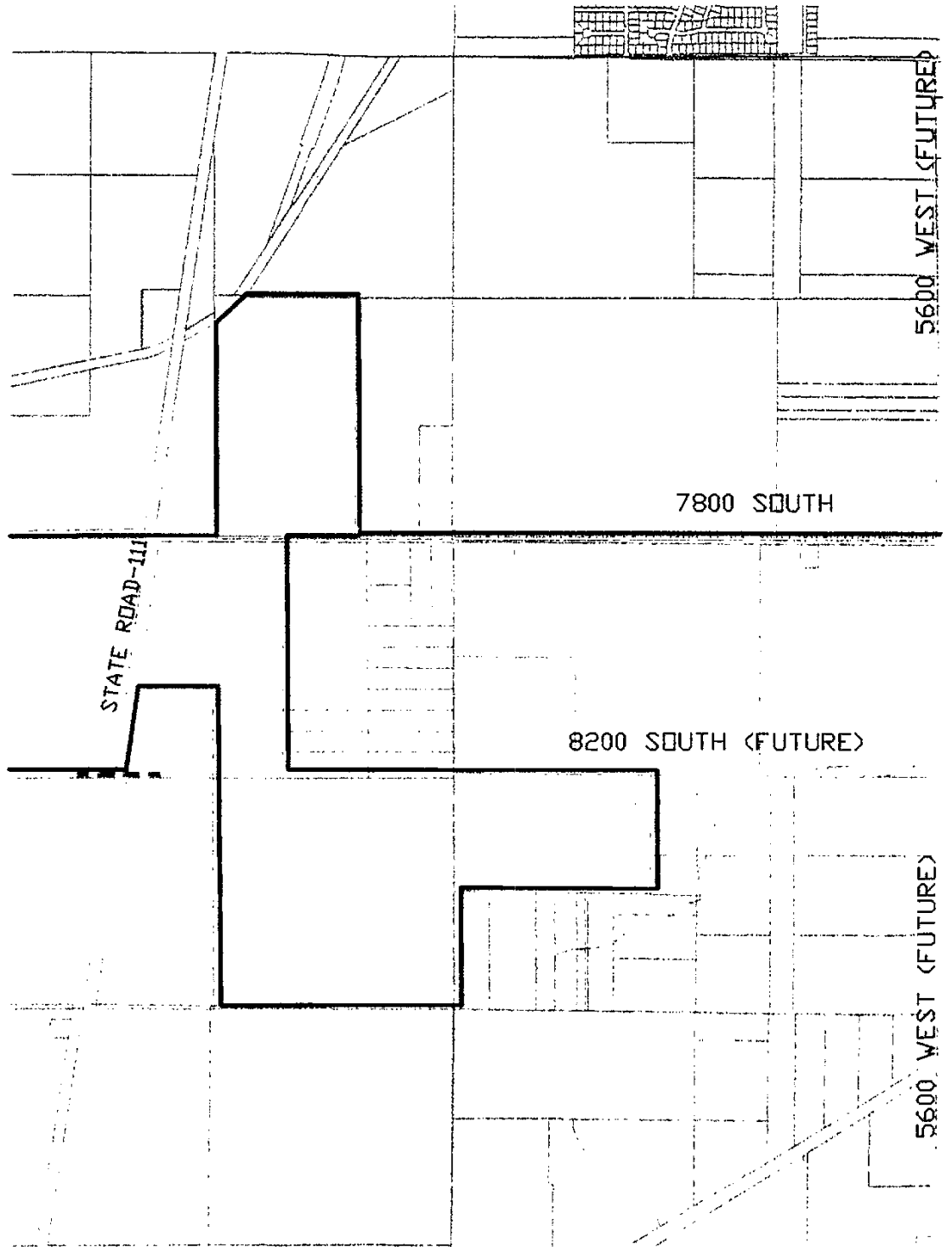
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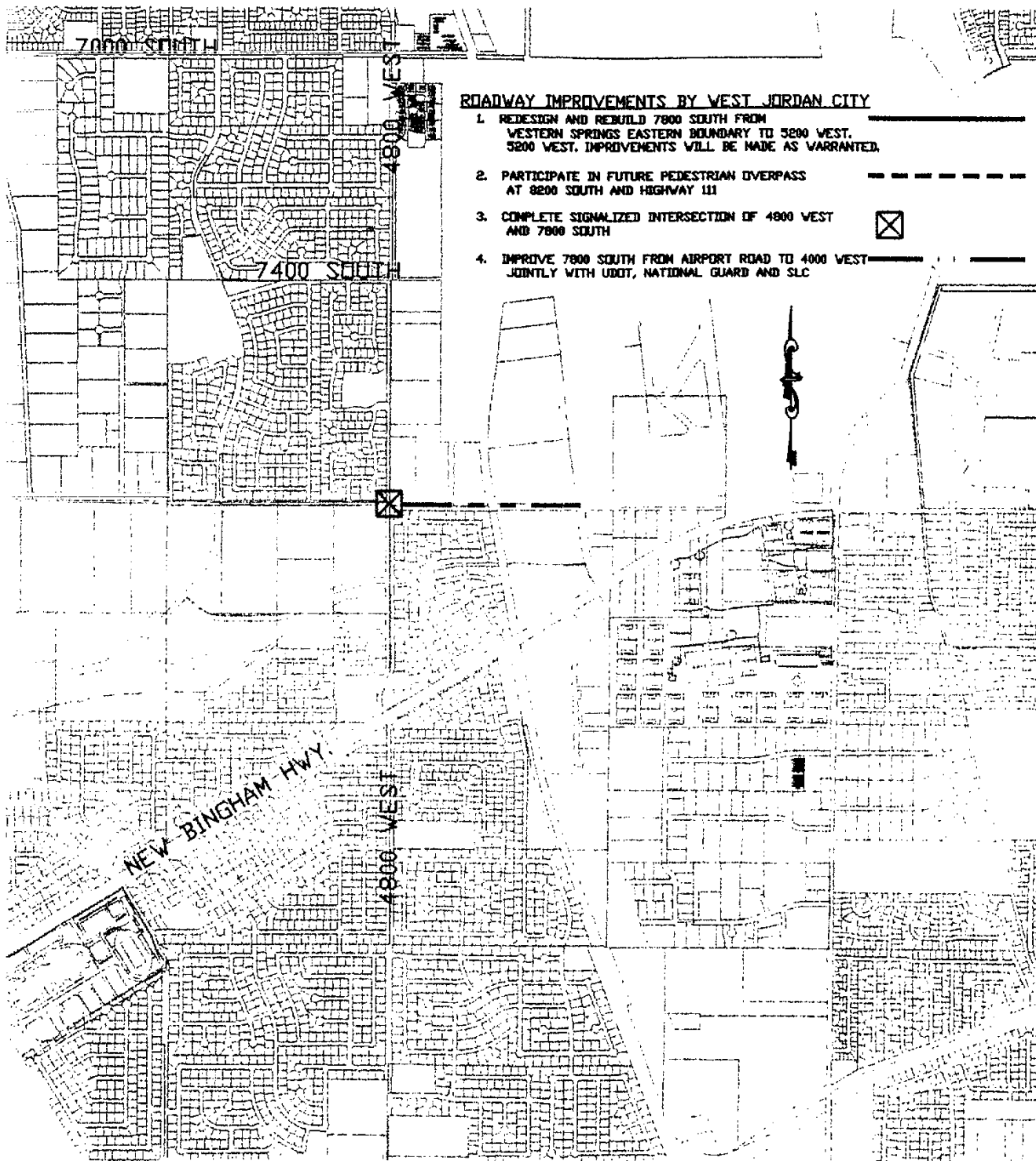
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EXHIBIT C6 - THE ROADWAY IMP



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JORDAN HILLS VILLAGES IMPROVEMENTS BY CITY



ROADWAY IMPROVEMENTS BY WEST JORDAN CITY

1. REDESIGN AND REBUILD 7800 SOUTH FROM WESTERN SPRINGS EASTERN BOUNDARY TO 5200 WEST. IMPROVEMENTS WILL BE MADE AS WARRANTED.
2. PARTICIPATE IN FUTURE PEDESTRIAN OVERPASS AT 8200 SOUTH AND HIGHWAY 131
3. COMPLETE SIGNALIZED INTERSECTION OF 4800 WEST AND 7800 SOUTH
4. IMPROVE 7800 SOUTH FROM AIRPORT ROAD TO 4000 WEST JOINTLY WITH UDOT, NATIONAL GUARD AND SLC

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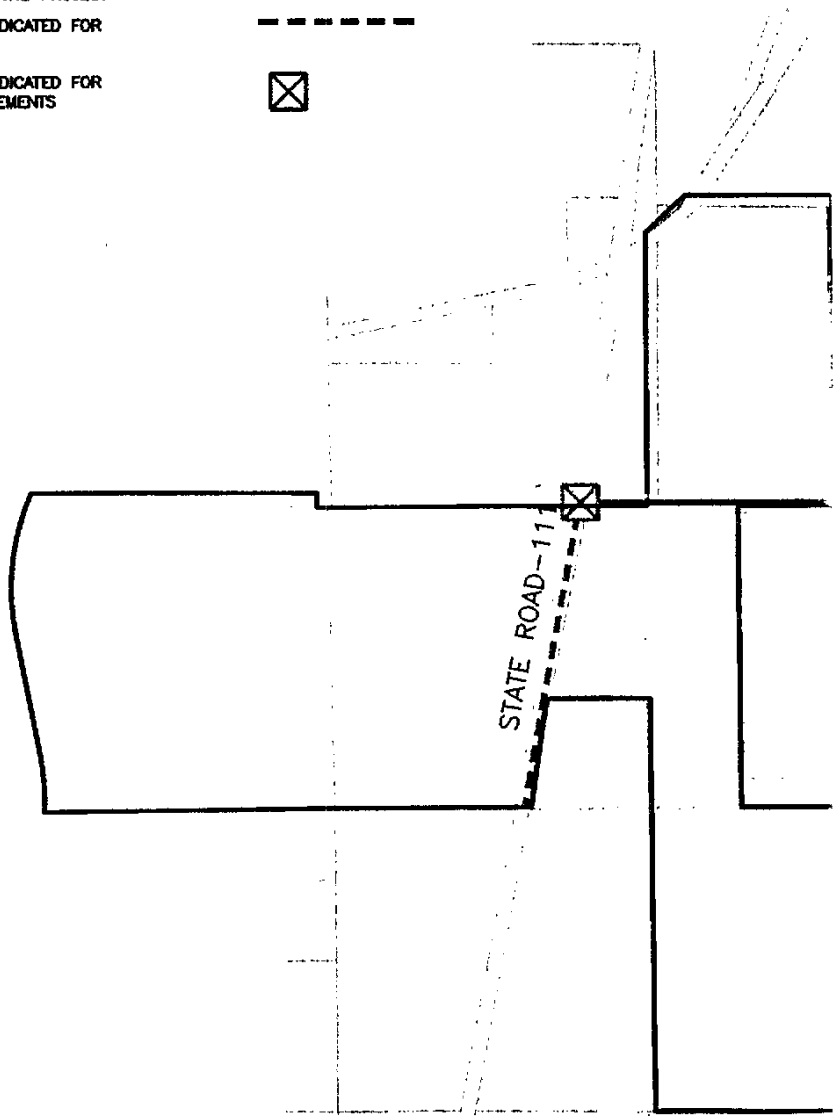
EXHIBIT C7 - THE J ROADWAY IMPROV.

ROADWAY IMPROVEMENTS BY DEVELOPER

1. REDESIGN AND REBUILD FULL IMPROVEMENTS ALONG 7800 SOUTH WHICH FRONT THE PROJECT
2. RIGHT-OF-WAYS WILL BE DEDICATED FOR UDOT IMPROVEMENTS
3. RIGHT-OF-WAYS WILL BE DEDICATED FOR UDOT INTERSECTION IMPROVEMENTS

ESTIMATED COST	% REIMBURSABLE
\$589,000.00	50%

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PHASING SCHEDULE OF CONSTRUCTION

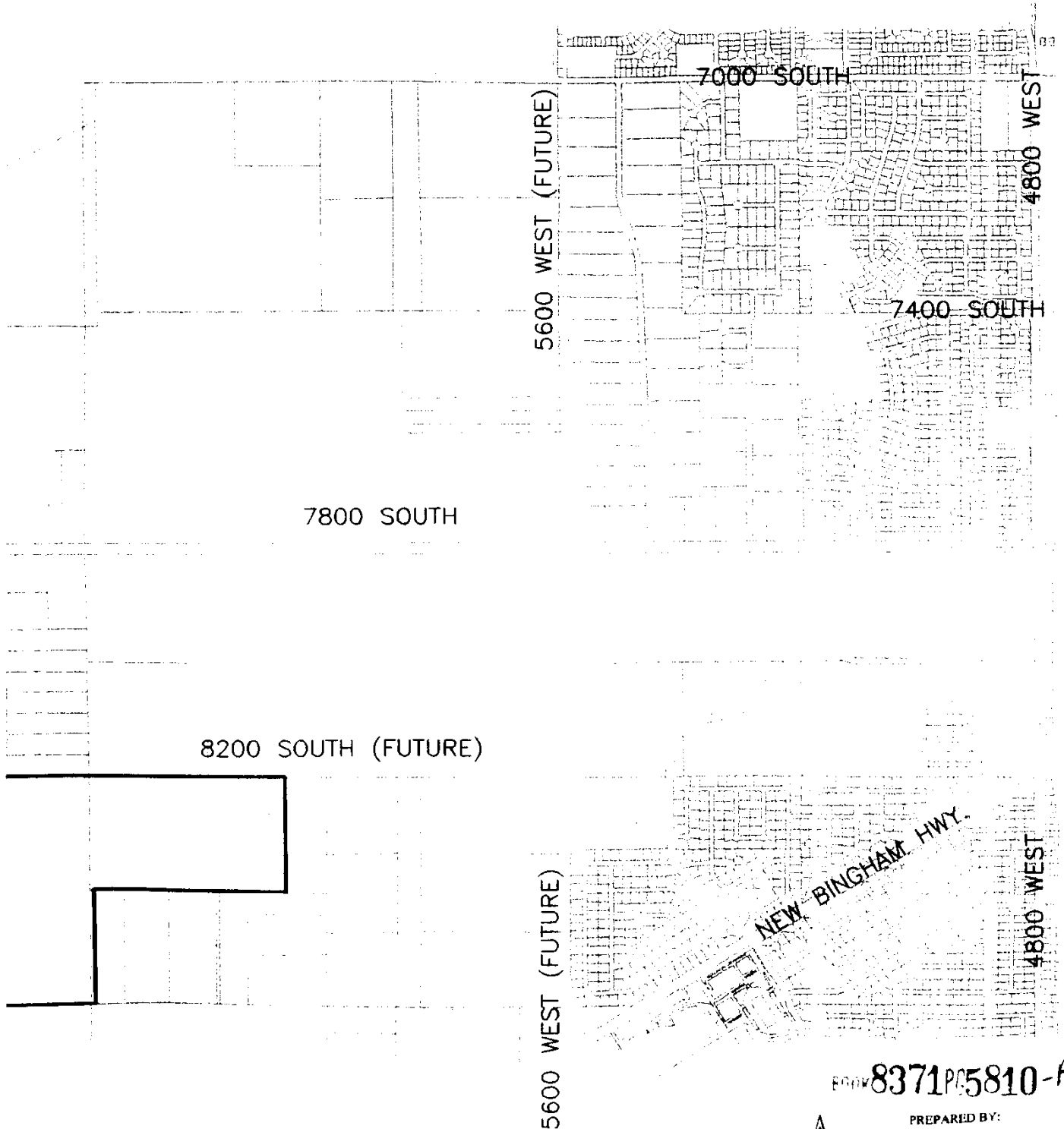
IN ORDER TO CONSTRUCT HOMES IN ZONE 4, THE INFRASTRUCTURE WATER TANK #7 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 4 MUST BE INSTALLED.

IN ORDER TO CONSTRUCT HOMES IN ZONE 5 AND 6, THE INFRASTRUCTURE WATER TANK #6 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 5 AND 6 MUST BE INSTALLED.

IN ORDER TO CONSTRUCT HOMES IN ZONE 7, THE INFRASTRUCTURE WATER TANK #8 ALONG WITH ITS TRANSMISSION AND DISTRIBUTION LINES MUST BE COMPLETE. IN ADDITION, ROADS, SEWER, AND STORM DRAIN SYSTEMS SERVICING ZONE 7 MUST BE INSTALLED.


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JORDAN HILLS VILLAGES ELEMENTS BY DEVELOPER



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