

PLEASE RETURN TO:
Melanie Briggs
City Recorder
8000 S. Redwood Rd.
West Jordan, UT 84088

REIMBURSEMENT/PIONEERING AGREEMENT

BLOOMFIELD FARMS SUBDIVISION

This Agreement is made this 16th day of July, 2002, between the CITY OF WEST JORDAN, a municipal corporation of the State of Utah, ("City") and IVORY HOMES, LTD., a Utah Limited Partnership, ("Developer") for reimbursement of certain public improvements.

RECITALS

WHEREAS, Developer owns, or has the contractual right to acquire, approximately 60 acres of real property which is situated within the corporate boundaries of the City of West Jordan; and

WHEREAS, Developer desires to construct a single-family residential project on the 60 acres of real property described above, which project is called Bloomfield Farms (hereinafter "Project"), which Project is more fully described as set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference; and

WHEREAS, in order for Developer to construct residential homes within the Project, Developer is required to provide adequate roadway access to and from the Project, part of which roadway access will become part of the City's major transportation system; and

WHEREAS, the City desires to have Developer construct this roadway system and further desires that Developer be reimbursed for the construction of said roadway as the roadway benefits other property owners within the city and as required by the West Jordan Municipal Code and State law.

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 and Exhibits. The foregoing Recitals and all exhibits are hereby incorporated into this Agreement and are made a part hereof.
2. Project Improvements.
 - a. Developer agrees to build Project in accordance with all laws, ordinances, regulations, specifications, and other requirements of City, and agrees to dedicate to City all public improvements, including roadways, sewer lines, water lines and storm sewer lines and any other improvements which are generally

8678522

BK8812PG6482

described as public improvements as required by, and in accordance with, ordinances of City and this agreement.

b. Public improvements which Developer constructs within the Project area (as set forth in Exhibit B attached hereto and incorporated herein by this reference) which qualify as system improvements and for which Developer is entitled to a credit against impact fees shall be governed by the West Jordan Municipal Code and any other applicable laws, regulations or specifications; Developer shall also be entitled to any other reimbursements, or credits against impact fees, permitted by the West Jordan Municipal Code and any other applicable laws, regulations or specifications. for those public improvements within the Project which are described in Exhibit "B".

3. Extension Improvements.

a. In addition to the public improvements described in Exhibit B, Developer agrees to construct roadway and water improvements from the south boundary of the Project to New Bingham Highway (hereinafter "5600 West Improvements"), and along the North Boundary of the project (hereinafter "8200 South") as more fully described by Exhibit C attached hereto and incorporated herein by this reference. Developer shall construct said roadways at its own cost and expense and shall also construct therein all necessary water lines, fire hydrants, and any other necessary improvements as required by City at its own cost and expense, subject to reimbursement as set forth hereafter.

4. Reimbursement.

a. 5600 West to New Bingham Extension. For the 5600 West Improvements described in Exhibit C, City and Developer hereby agree that Developer will construct a 53 foot-wide roadway from the south boundary of the Project to the section line of the proposed 8600 South roadway (hereinafter 8600 South section line), and a roadway between the 8600 South section line and the New Bingham Highway which commences with a thirty-six foot width and ending at New Bingham Highway with a fifty foot transition, as more fully described on Exhibit "D" (the "5600 West Transition"). Developer further agrees to provide to City a roadway design for a 106 foot road between the south boundary of the Project and New Bingham Highway, as shown on Exhibit C. City agrees to reimburse Developer for the actual cost of engineering, designing, and constructing the above 5600 West Improvements as follows:

(i) For the 5600 West Improvement between the south boundary of the Project to the 8600 South section line, City agrees to reimburse Developer for the actual cost of design, engineering and

construction of 33 feet of 5600 West Improvements at such time the property owners adjacent to the roadway receive final plat approval from City to develop said property, at which time said adjacent property owners shall be required to pay their proportional cost of such reimbursements.

(a) For the remaining 20 feet of the 5600 West Improvements between the south boundary of the Project to the 8600 South section line, Developer shall be reimbursed at such time roadway and other applicable impact fees are collected from development projects, if any, on properties adjacent to the roadway extension described in Exhibit "C".

(ii) For the 5600 West Improvements for the 5600 West Transition, Developer shall be reimbursed at such time the property owners adjacent to the roadway receive final plat approval from City to develop said property, at which time said adjacent property owners shall be required to pay their proportional cost of such reimbursements.

b. For the roadway along the North Boundary of the Project referred to as 8200 South as shown on Exhibit C, City hereby agrees to allow Developer to construct a 70 foot (70') wide roadway to the "back of curb" on the north side of roadway improvement, and Developer agrees to construct said roadway. Developer shall be reimbursed or credited for such improvements as follows:

(i) Developer shall receive a credit against impact fees as described in paragraph 2a above for the cost of the southern seven feet of the 8200 South improvements

(ii) For the northern thirty feet (30') of the 8200 South roadway improvements Developer shall be reimbursed for the actual cost of the roadway at such time the property owners adjacent to the roadway receive final plat approval from City to develop said property, at which time said adjacent property owners shall be required to pay their proportional cost of such reimbursements.

5. Acquisition of Property.

a. *Need for Road Right-of-Way and Access Road Construction.* The City recognizes the need for a highway right-of-way corridor for 5600 West Street running from the New Bingham Highway north to the Project, and beyond to points north (the "5600 West Extension") to provide access, better traffic circulation and fire control benefits throughout the community. This 5600 West

Extension is a key aspect of the City's traffic circulation plans, and the acquisition of the 5600 West Extension highway right-of-way corridor is for an important public use and necessity.

b. *The City will Use Its Condemnation Authority to Permit Right-of-Way Acquisition.* The City upon written request of Developer, will use its power of eminent domain to acquire any portion of the 5600 West Extension right-of-way corridor not voluntarily sold to the City, or sold to the Developer, and dedicated to the City, provided that:

(i) Prior to requesting that City use its power of condemnation, Developer will in good faith attempt to acquire the necessary property for the 5600 West Extension right-of-way.

(ii) Developer will advance the condemnation and right-of-way acquisition costs, subject to reimbursement by the City as described in paragraph 4.a.(ii) above.

(iii) The street improvements in the 5600 West Extension right-of-way corridor will be paid for and constructed by Developer, subject to reimbursement by the City, as set forth above.

c. The City agrees to reimburse Developer for the costs of acquiring the right-of-way necessary for the 5600 West New Bangerter Extension roadway whether by voluntary purchase of the property from the present landowners, or by condemnation, in the event condemnation is required to obtain the property, as set forth in paragraph 4.a.(ii) above.

d. City represents that it has acquired all necessary rights of way for the 8200 South roadway improvements.

6. Vested Rights.

a. Developer shall have the vested right, to the fullest extent allowed by law, and except as expressly restricted in this agreement, to develop the Project in accordance with the Developers approved site plan, and City's rules, regulations, ordinances, policies, conditions and other regulations, assessments, and applicable fees to and governing the development of the Project that are in affect as of the effective date of this agreement, except that Developer and City may mutually agree in writing that Project will be subject to later enacted or amended rules, regulations, ordinances, policies, conditions and other regulations that govern the development of the Project and which may be adopted after the effective date of this agreement.

7. Miscellaneous Provisions.

a. *Binding Affect.* This agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project.

b. *State and Federal Law.* Parties agree, intend, and understand that the obligations imposed by this agreement are only such as are consistent with State and Federal law. Parties further agree that if any provision of this agreement becomes, in its performance, inconsistent with State or Federal law or 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.

c. *Relationship of Parties, Project is private undertaking.* 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 the Project is a private development, that the City has no interest in or responsibilities for, or duties to third parties concerning any improvements to the property other than credits against impact fees and reimbursements as set forth in this agreement, unless City accepts improvements in connection with the dedication plat or deed approval, and Developer shall have the full power and exclusive control of property subject to the obligations of Developer set forth in this agreement, and any other applicable City ordinances, rules and regulations.

d. *Entire Agreement.* 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.

e. *Term of Agreement.* This agreement shall be in full force affect for a period of 10 years from the date of execution of this agreement.

f. *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.

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

If to the City:

City of West Jordan
8000 South Redwood Road
West Jordan, Utah 84088
Attn: City Manager
Fax No.: (801) 569-5099

If to Developer:

Ivory Homes
970 East Woodoak Lane
Salt Lake City, Utah 84117
Fax No.: (801) 268-1022

h. *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 of this section.

i. *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.


j. *Terms to Run with the Land.* After execution of this Agreement by the parties hereto, this Agreement shall be filed and recorded as an encumbrance on the Property and shall be deemed to run with the land and shall be binding upon all subsequent purchasers of the Property hereto.

EXECUTED as of the day and year first above written.

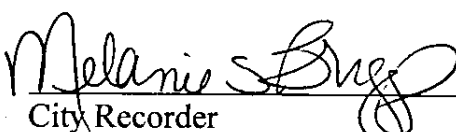
“CITY”
CITY OF WEST JORDAN

“DEVELOPER”
IVORY HOMES

By: 
Mayor

By: 
Christopher P. Gamvroulas
Clark P. Ivory

Attest:
Melanie S. Briggs


City Recorder

U:\USERS\Office\Active Files\Bloomfield Sub - W. Peterson 00-00-014\Reimbursement2.wpd



BK8812PG6487

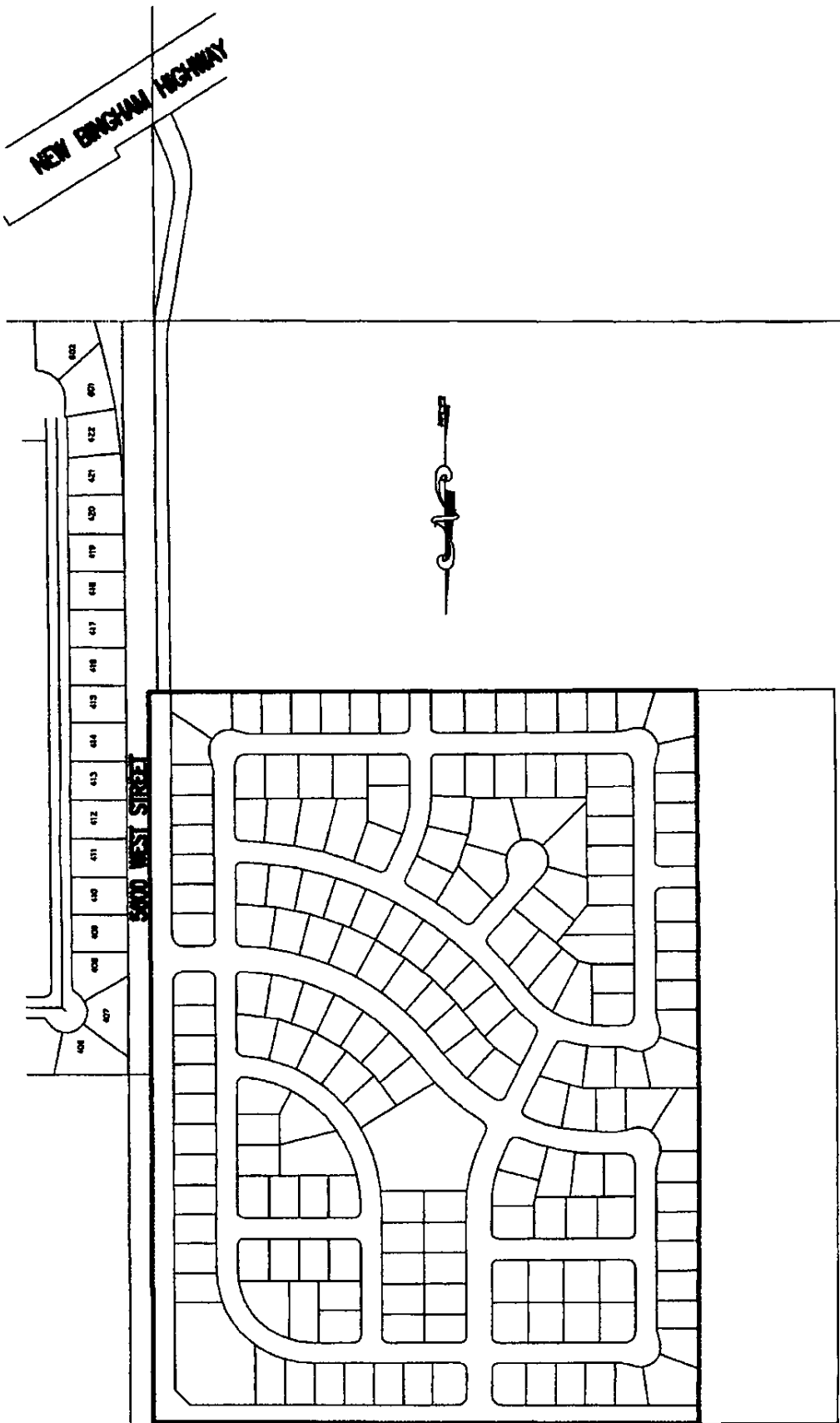


EXHIBIT A
 BLOOMFIELD FARMS SUBDIVISION

8200 SOUTH STREET

BK8812PG6488

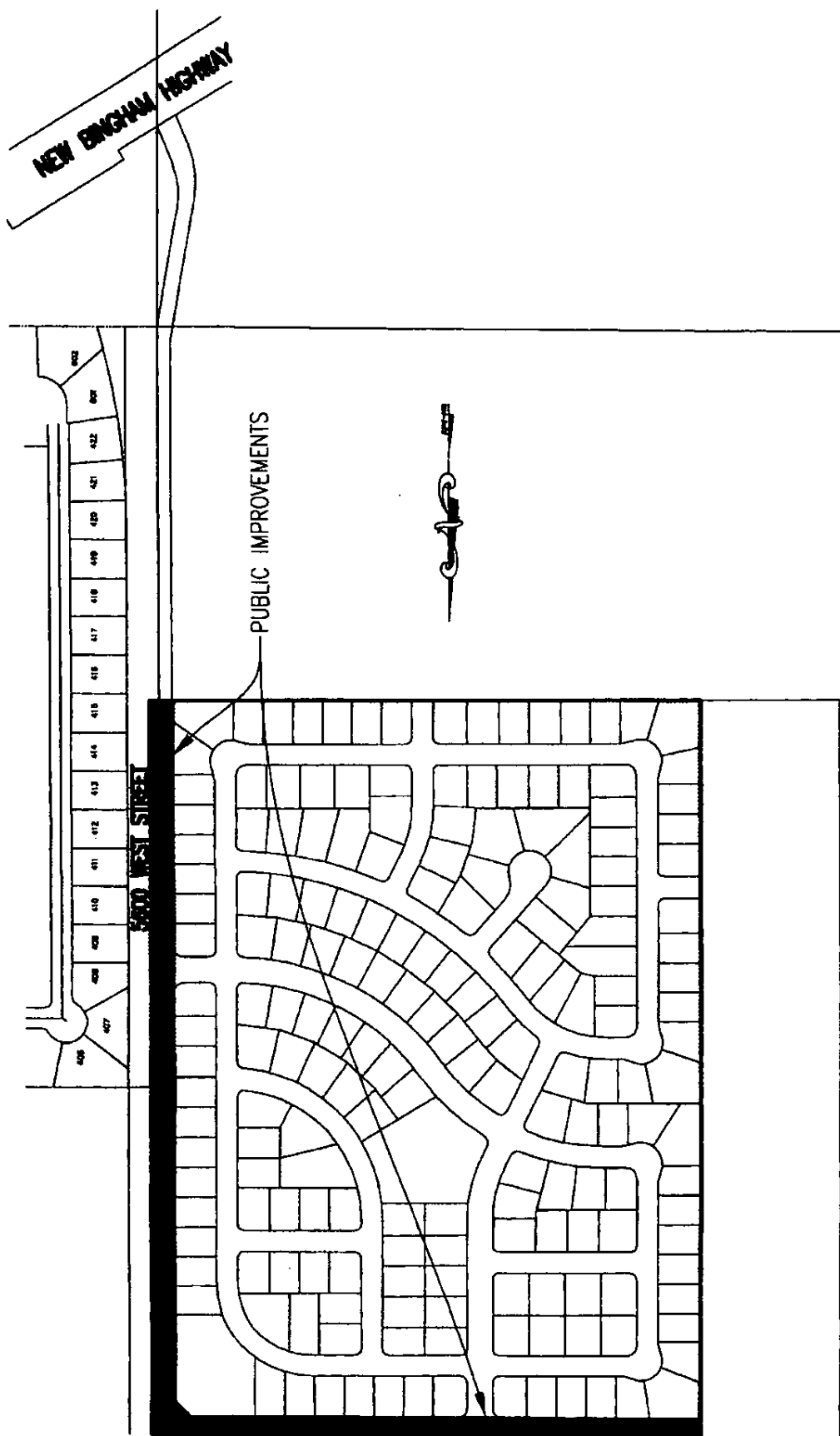


EXHIBIT B
BLOOMFIELD FARMS SUBDIVISION

8200 SOUTH STREET

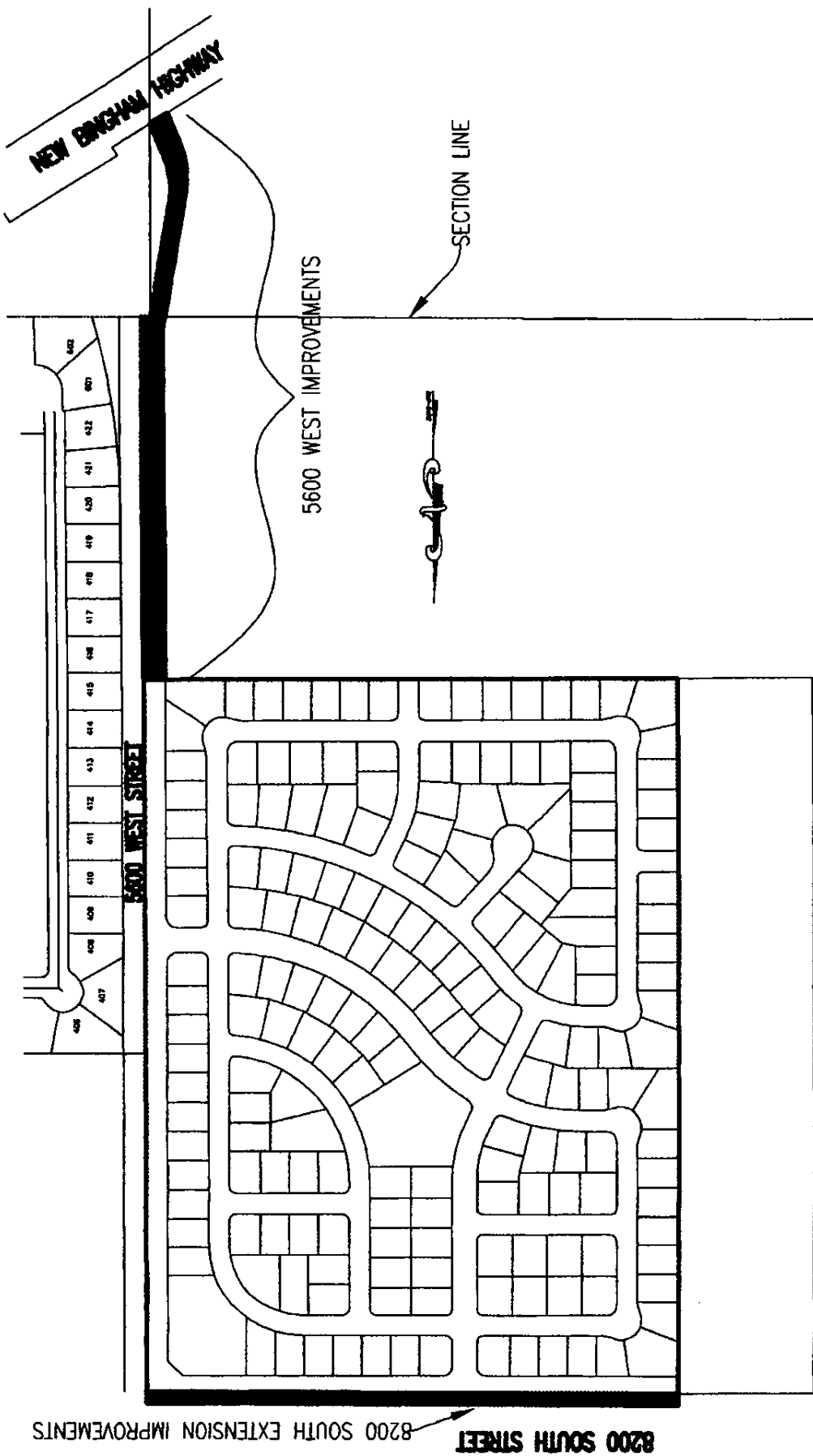


EXHIBIT C
BLOOMFIELD FARMS SUBDIVISION

BK8812PG6490

Exhibit "D"

5600 West Transition Description

Beginning at the Southeast corner of Section 35, Township 2 South, Range 2 West, Salt Lake Base and Meridian;

Thence South 09°50'22" West 278.38 feet;
Thence along the arc of a 200.00 foot radius curve to the left through a central angle of 32°00'22" for 111.72 feet (chord bears South 06°09'49" East 110.28 feet);
Thence South 22°10'00" East 90.08 feet;
Thence South 58°19'40" West 50.70 feet;
Thence North 22°10'00" West 76.05 feet;
Thence along the arc of a 236.00 foot radius curve to the right through a central angle of 32°00'22" for 131.83 feet (chord bears North 06°09'49" West 130.12 feet);
Thence North 09°50'22" East 298.78 feet;
Thence South 89°37'53" East 36.50 feet to the point of beginning.

Area contained: 19,801 s.f. or 0.4546 acres

8678522
06/06/2003 12:03 PM NO FEE
Book - 8812 Pg - 6482-6491
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: RD.J. DEPUTY - MA 10 P.

BK 8812 PG 6491