

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

THE CITY OF WEST JORDAN, UTAH

AND

McARTHUR HOMES, LC

DEVELOPMENT AGREEMENT

8678523
06/06/2003 12:03 PM NO FEE
Book - 8812 Pg - 6492-6503
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: RDJ, DEPUTY - NA

Briggs

8678523

THIS DEVELOPMENT AGREEMENT is made and entered into as of the 20th day of April, 1999, by and between West Jordan City, a Utah municipal corporation, hereinafter referred to as the "City", and McArthur Homes, LC, a Utah Limited Liability Company, hereinafter referred to as the "Developer".

RECITALS:

A. The City has heretofore rezoned the property and entered into a Development Agreement with M, A and R, L.C. dated October 1, 1996 in anticipation of the property being developed as a multifamily residential condominium project. This Agreement between the City and Developer supersedes and replaces said October 1, 1996 Agreement and any other previous Development Agreements entered into in the past by the City with any other parties.

B. The purpose of this Development Agreement is to reduce to writing the respective agreements and understandings of the parties regarding the development of the Project and to set forth certain requirements for development of the Project in conformance with the ordinances, rules and regulations of the City governing development of the Project within the City.

C. Developer's Project shall consist of 282 residential units as shown on the "Brittany" Preliminary Plat prepared by EWP Engineering, Inc., dated April 14, 1999, and attached as Exhibit "A" attached hereto and incorporated by reference.

D. In consideration of the City rezoning the property to a higher density multi-family the Developer has agreed to voluntarily dedicate certain property and make improvements to allow for the extension and construction of certain public improvements and facilities within and adjacent to the Project.

AGREEMENT

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

1. Description of Project:

BK 8812 PG 6492

a. Project Size and Location. The Project shall be developed as a multi-family residential development consisting of up to, but not to exceed, 282 residential units. The Developer agree that the Project shall not be developed so as to exceed a maximum density of more than 10 units per developed acre. The Project is located in the City within those boundaries more specifically described in Exhibit "B" attached hereto. The area to be developed for the Project extends from approximately 4700 to 4800 West between 7100 and 7600 South. The Project consists of approximately twenty-eight and 3/10 (28.3) acres.

b. Zoning. The property is zoning as Residential, R-3-12 (ZC). The property shall be developed in accordance with the conditions and requirements of that zone.

2. Development Requirements. The following requirements shall apply to the Project:

a. Development Phases. Developer intends to develop the Project in various phases. Phasing of the Project shall take into account and be accomplished in order to insure continuity and orderly development of the Project, coordination in connection with the installation of infrastructure improvements, future utility and street capacity needs, availability of access to all portions of the Project, adequacy of utilities and related considerations. The phasing of the Project shall be determined by the Developer subject to approval of the City.

b. Compliance with City Ordinances and Development Requirements. The Project shall be developed in accordance with the ordinances and development requirements of the city governing residential subdivisions. All required plats, drawing and other supporting documents for the Project, and each phase thereof, shall be prepared and submitted to the City for its review and approval.

c. Preliminary Plat. The Developer has submitted a preliminary plat for the Project which has been approved by the Planning Commission of the City, a copy of which is attached hereto and identified as Exhibit "A".

d. Required Changes. If any revisions or corrections of plats or plans hereinafter approved by the City shall be required by any other governmental entity having jurisdiction or lending institution involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans or plats. Developer shall have the sole duty and responsibility to obtain approvals from any other governmental entities having jurisdiction with respect to the Project as needed.

e. Final Plats. The Developer shall prepare and submit to the City the Developer's application for final plat approval for each phase. The final plat for each phase of the Project shall be reviewed by the City Planning Staff, Planning Commission and City Council as provided by the Ordinances of the City. Unless otherwise agreed the Developer shall pay any required fees due and owing in

connection with approval of the final plat for each phase of Project. The City shall determine if the final plat complies with all applicable requirements. In addition, the Developer shall submit to the City specific construction plans and specifications for all development improvements that are to be installed on-site and off-site, together with any other documents required by the ordinances and construction standards of the City and this Agreement. Following approval of the final plat and obtaining of the required signatures thereon, the final plat shall be recorded by the City in the office of the Salt Lake County Recorder. The Developer shall provide security satisfactory to the City to ensure the construction and installation of the public improvements as required by the ordinances of the City and this Agreement.

f. City's Right of Review. The City shall review Developer's application for final plat approval and related documents in accordance with the established procedures of the City governing such reviews. Review shall be conducted for the purpose of determining whether plats and other documents submitted by the Developer comply with the requirements of the City and the terms of this Agreement. In the event any final plat or other documents are not approved by the City, the City shall set forth the reasons for disapproval to the Developer. Upon receipt of disapproval, the Developer shall revise its applications, plats and supporting documents, or portions thereof, to be consistent with the requirements of the City and the previous plans and drawings and shall resubmit such revised applications, plats and supporting documents to the City for approval. All plats approved by the City shall comply in all respects with all applicable zoning and development ordinances of the City.

g. Recreational Improvements. Developer agrees to construct a pool, a clubhouse, a basketball court, a sand volleyball court, a picnic area with tables and a barbeque, and three playgrounds with swings and other youth facilities. The developer agrees to develop the above listed amenities according to the design standards as determined by the West Jordan Planning and Zoning Department.

h. Street Improvements. The Developer agrees to develop and dedicate to the City a forty (40) foot half-width on 4800 West wherever the project adjoins or abuts 4800 West. Inasmuch as 4800 West Street has been identified on the City's Master Transportation Plan as a primary collector street, the City shall reimburse Developer for a portion of the cost to improve 4800 West Street from City Impact Fee funds. The allowed amount shall be the total of the roadway impact fees which shall be collected from the 282 units or the actual development costs, as approved by the City Engineer, whichever is less. The pro rata reimbursement shall occur incrementally as 25%, 50%, 75% and 100% of the improvements are completed. The Developer shall pay all Roadway Impact Fees with the building permit purchased for each building.

Developer shall deed to the City a 35 foot right of way along the southerly boundary of the subject property between 4800 West Street and the easterly boundary of the property for the future extension of 7400 South Street.

Compensation for said dedication shall be paid partially by a park impact fee credit as hereinafter described.

i. Moratoria. Should the City enact a moratorium on the issuance of building permits, development within the Project shall be exempt from said moratorium except as the moratorium may be necessary to (1) comply with any state or federal laws or regulations; (2) alleviate or contain a legitimate, bona fide harmful or noxious use, safety problem or health problem.

j. Open Space Buffering. Because of the proximity to the airport and the Utah National Guard Armory to the development, the City and the Developer have worked together to design a project that will minimize the impacts upon both the residential units and the airport. The City has allowed an increased density on the area to be developed and the Developer agrees that no residential unit shall be developed farther than 465 feet east of the 4800 West public right-of-way. Developer also agrees that all purchasers of any residential unit will sign a written statement acknowledging that this project is within an airport overlay zone and is subject to routine fly overs by helicopters and airplanes both day and night.

k. Land Dedication. In order to provide a further buffer, Developer agrees that upon recordation of the final plat for the first phase of the residential development, the Developer shall donate to the City of West Jordan 29.98 acres of land, identified on Exhibit "B" attached hereto and made a part hereof. The warranty deed conveying title to said land shall state that said land may only be used for park and recreational purposes.

Developer and City acknowledge that the donation of the above described 29.98 acres is in partial consideration of the City granting the R-3-12 zoning on the subject property and its approval of this Development Agreement. Inasmuch as Developer has agreed to convey title to the entire 29.98 acres to the City prior to recording final maps on all of the subject property, it is agreed that this Development Agreement shall run with the land and all of its conditions shall remain in effect until all 282 housing units have been completed. Developer may revise the site plan and size and design of the condominium units in order to respond to public acceptance and marketability, provided the total number of units does not increase and open space is a minimum of 30%. Any such revisions must comply with all City ordinances and building codes.

It is the City's intent to develop the 29.98 acres as a recreational or baseball sports complex. Upon recordation of the deed conveying title to the City, the City shall have the right and authority to take possession of the entire 29.98 acres and proceed to plan, improve, and develop the entire acreage or any portion thereof.

Developer and City shall cooperate in the layout and design of the Ball Sports Complex and open space/park land to mitigate any adverse impact on the housing to be constructed by Developer.

1. Park Impact Fee Credits. In recognition of Developer installing additional on-site recreational facilities, the City shall credit Developer Park Impact Fees at 50%. City shall further credit Developer an additional 50% in lieu of any interest owed the Developer by the City for the accelerated acquisition of the 29.98 acre park land, and in consideration of the Developer granting the City approximately 19,875 square feet of land (.45 acres) for the future installation of 7400 South Street. Park Impact Fees will be waived up front as credits and will not be paid as building permits are purchased.

1. Option. Developer has entered into a Purchase Agreement with Merv Arnold and Randy Bowler who have entered into an option agreement with Glen and Norma Woods for the purchase of the property described in Exhibit "B".

3. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the ordinances and development standards of the City's and the terms of this Agreement. Because of the proximity of the development to an airport, in addition to following the City's ordinances and the Uniform Building Code the Developer agree that each residential unit will be built with central air conditioning and either six (6) inch walls or triple pane windows to minimize the noise impacts from the airport. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

4. Payment of Fees. Unless otherwise agreed the Developer shall pay all required fees to the City in a timely manner pertaining to the Project or any phase thereof.

5. City Obligations. Subject to Developer complying with all of the City's ordinances, rules, regulations and the provisions of this Agreement the City agrees to:

- a. Maintain public improvements dedicated to the city following satisfactory completion thereof by Developer and acceptance of the same by the City.

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

7. Assignment. The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City, which consent shall not be unreasonably withheld.

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

To the Developer
McArthur Homes, LC
Attn: Don McArthur
9948 South Redwood Road
South Jordan, Utah 84095

To the City:
West Jordan City
Attn: Greg Curtis, Attorney
8000 South Redwood Road
West Jordan, Utah 84088

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

9. Court Costs. In the event of any lawsuit between the parties hereto arising out or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceedings to recover their court costs.

10. Integration. This Agreement integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements of previous agreements between the parties, whether oral or written with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective parties hereto.

11. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the test herein.

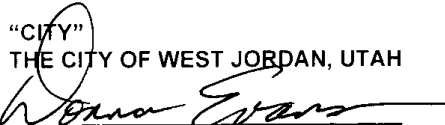
12. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (if any assignments are allowed as provided herein).

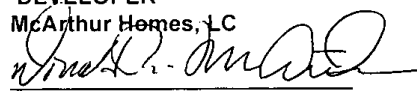
13. No Third Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The City alone shall be entitled to enforce or waive any provisions of this Agreement.

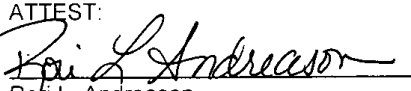
14. Further Documentation. This Agreement is entered into by both parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future agreements.

15. Termination. Notwithstanding anything in this Development Agreement to the contrary, it is agreed by the parties hereto that in the event the Project, including all phases thereof, is not completed within ten (10) years from date of this Agreement, or in the event the Developer does not comply with the development ordinances of the City and the provisions of this Development Agreement, the City shall have the right, but not the obligation at the sole discretion of the City to terminate this Agreement and/or to not approve any additional phases for the Project. However, any delay in the development of the Project caused by the City's inability to provide services shall extend the ten year completion date for a period equal to the delay. Thereafter any termination may be effected by the City by giving written notice of intent to terminate to the Developer at the address of the Developer set forth herein. Whereupon the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

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

"CITY"
THE CITY OF WEST JORDAN, UTAH

Donna Evans, Mayor

'DEVELOPER'
McArthur Homes, LC

Donald R. McArthur, Manager

ATTEST:

Rofi L. Andreason
City Recorder



*Attn: Merv Arnold
From: Harold Peine
January 27, 1999*

R-3-12

Beginning at the west quarter corner of Section 30, T. 2 S., R. 1 W., S.L.B. & M.; thence N.00°08'29"W. 2,319.69 ft. along the west line of said Section 30; thence S.89°57'09"E. 592.10 ft.; thence S.00°08'29"E. 2,319.65 ft. to a point on the quarter-section line; thence N.89°57'23"W. 592.10 ft. along said quarter-section line to the point of beginning, containing 31.5306 acres.

W. J. east of R-3-12

Beginning on the quarter-section line at a point 592.10 ft. S.89°57'23"E. from the west quarter corner of Section 30, T. 2 S., R. 1 W., S.L.B. & M.; thence N.00°08'29"W. 1,926.02 ft.; thence S.89°57'09"E. 541.02 ft. to a point the arc of a 3,387.87 foot-radius curve to the right, the center of which bears S.71°52'46"W. Said point also being on the westerly right-of-way of the D&RGW Railroad; thence along said D&RGW Railroad right-of-way the following 2 courses: Southerly 1,407.48 ft. along the arc of said curve through a central angle of 23°48'12", S.05°40'58"W. 539.54 ft to a point on said quarter-section line; thence N.89°57'23"W. 634.68 ft. along said quarter-section line to the point of beginning, containing 29.3476 acres.

0.64 ac. for W. J. southeast of R-3-12

Beginning on the quarter-section line at a point 592.10 ft. S.89°57'23"E. from the west quarter corner of Section 30, T. 2 S., R. 1 W., S.L.B. & M.; thence S.89°57'23"E. 634.68 ft. along said quarter-section line to a point on the westerly right-of-way of the D&RGW Railroad; thence S.05°40'58"W. 44.36 ft. along said D&RGW Railroad right-of-way; thence N.89°57'23"W. 630.20 ft.; thence N.00°07'31"W. 44.14 ft. to said quarter-section line and the point of beginning, containing 0.6409 acre.

Exhibit B

BK 8812 PG 64 99

*Attn: Merv Arnold
From: Harold Peine
January 27, 1999*

R-3-12

Beginning at the west quarter corner of Section 30, T. 2 S., R. 1 W., S.L.B. & M.; thence N.00°08'29"W. 2,319.69 ft. along the west line of said Section 30; thence S.89°57'09"E. 592.10 ft.; thence S.00°08'29"E. 2,319.65 ft. to a point on the quarter-section line; thence N.89°57'23"W. 592.10 ft. along said quarter-section line to the point of beginning, containing 31.5306 acres.

W. J. east of R-3-12

Beginning on the quarter-section line at a point 592.10 ft. S.89°57'23"E. from the west quarter corner of Section 30, T. 2 S., R. 1 W., S.L.B. & M.; thence N.00°08'29"W. 1,926.02 ft.; thence S.89°57'09"E. 541.02 ft. to a point the arc of a 3,387.87 foot-radius curve to the right, the center of which bears S.71°52'46"W. Said point also being on the westerly right-of-way of the D&RGW Railroad; thence along said D&RGW Railroad right-of-way the following 2 courses: Southerly 1,407.48 ft. along the arc of said curve through a central angle of 23°48'12", S.05°40'58"W. 539.54 ft. to a point on said quarter-section line; thence N.89°57'23"W. 634.68 ft. along said quarter-section line to the point of beginning, containing 29.3476 acres.

0.64 ac. for W. J. southeast of R-3-12

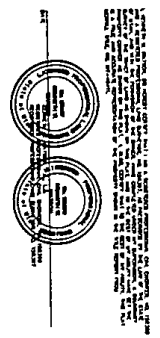
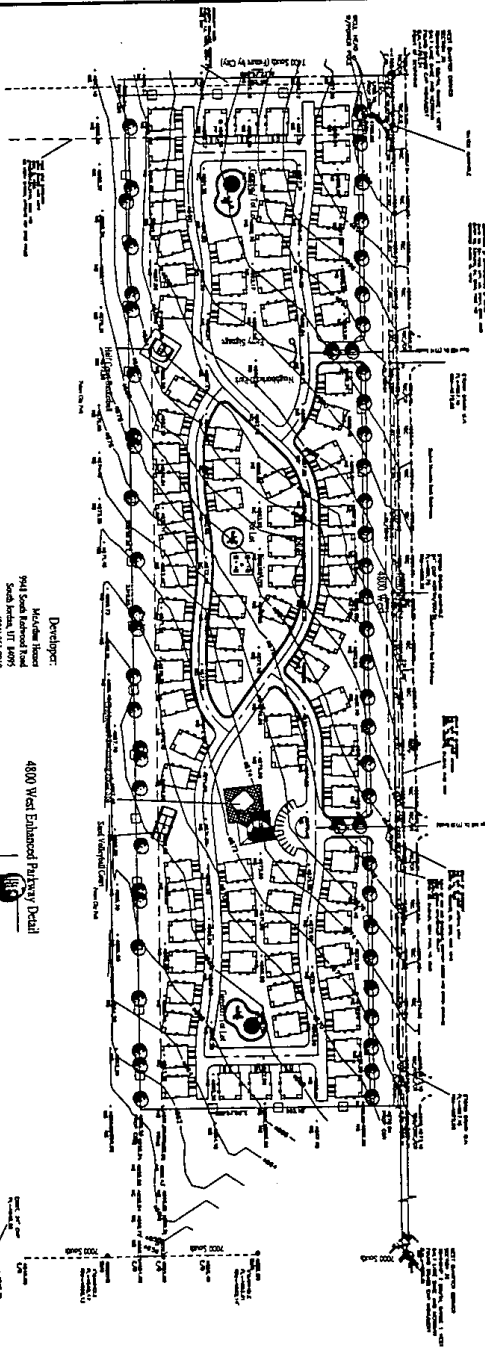
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Exhibit B

BK8812PG6500

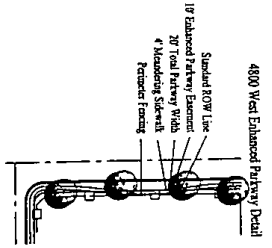
Brittany

A McArthur Homes Development



Developer:
 McArthur Homes
 9441 South Eastwood Road
 South Jordan, UT 84095
 (801) 251-9110
 Also: South Jordan
Land Planner:
 Smart Design, Inc.
 1790 South 1190 East
 Salt Lake City, UT 84119
 Also: Smart Design, Inc.
Current Property Owner:
 Green Meadows Wood
 6345 South 1290 West
 Murray, UT 84132

Area of Property: 28.3 Net Acres
No. of Dwelling Units: 282
Open Space: 9.2 Acres (33%)
Project Density: 99 DU/Acre

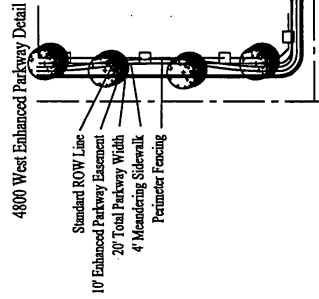
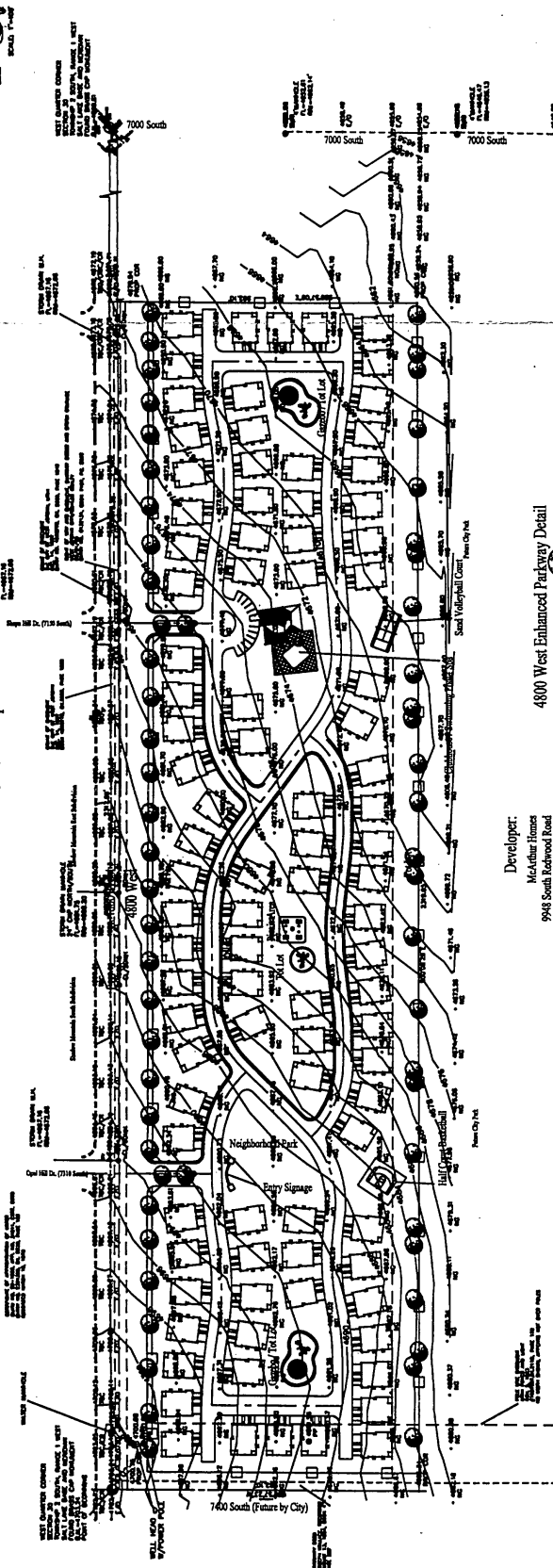


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|---|--|---|--|
| Project Number: <u> </u> Date of Issue: <u> </u> Drawn By: <u> </u> Checked By: <u> </u> | | Project Name: <u> </u> Location: <u> </u> Date: <u> </u> | |
| Project: <u> </u> Revision: <u> </u> By: <u> </u> Date: <u> </u> | | EWP ENGINEERING, INC. 4800 WEST 7400 SOUTH - WEST JORDAN, UTAH | |

Exhibit A

Brittany

A McArthur Homes Development



Developer:
McArthur Homes
9448 South Redwood Road
South Jordan, UT 84095
(801) 253-9910
Attn: Don McArthur

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

Current Property Owner:
Glen / Norma Wood
6345 South 1700 West
Murray, UT 84123

Area of Property: 28.3 Net Acres
No. of Dwelling Units: 282
Open Space: 9.2 Acres (33%)
Project Density: 9.9 DU/Acre

I, **STEVE MCGOWAN**, AN ARIZONA REGISTERED PROFESSIONAL ENGINEER, CERTIFICATE NO. 10000, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED ON THIS PLAN. MY LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES I AM PROVIDING TO YOU.



PROJECT NUMBER: 282
DESIGNED BY: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]

| Project Number | Rev |
|----------------|-----|
| 282 | 1 |

| Date | By | Date | By |
|------|----|------|----|
| | | | |

| No. | Revision |
|-----|----------|
| | |

Project Number: 282
Designed By: [Signature]
Drawn By: [Signature]
Checked By: [Signature]

Brittany Townhouse Project
McArthur Homes, L.C.
4800 West 7400 South - West Jordan, Utah

EWP Engineering, Inc.
3795 South 700 East, Salt Lake City, Utah 84143
Engineers, Planners, Surveyors

EWP

Project Number: 282
Designed By: [Signature]
Drawn By: [Signature]
Checked By: [Signature]

Project Number: 282
Designed By: [Signature]
Drawn By: [Signature]
Checked By: [Signature]

Project Number: 282
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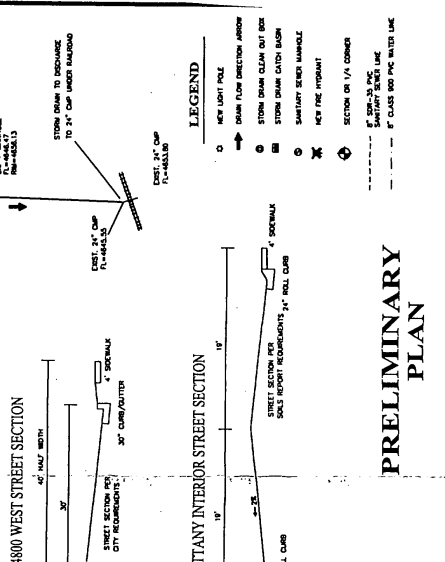
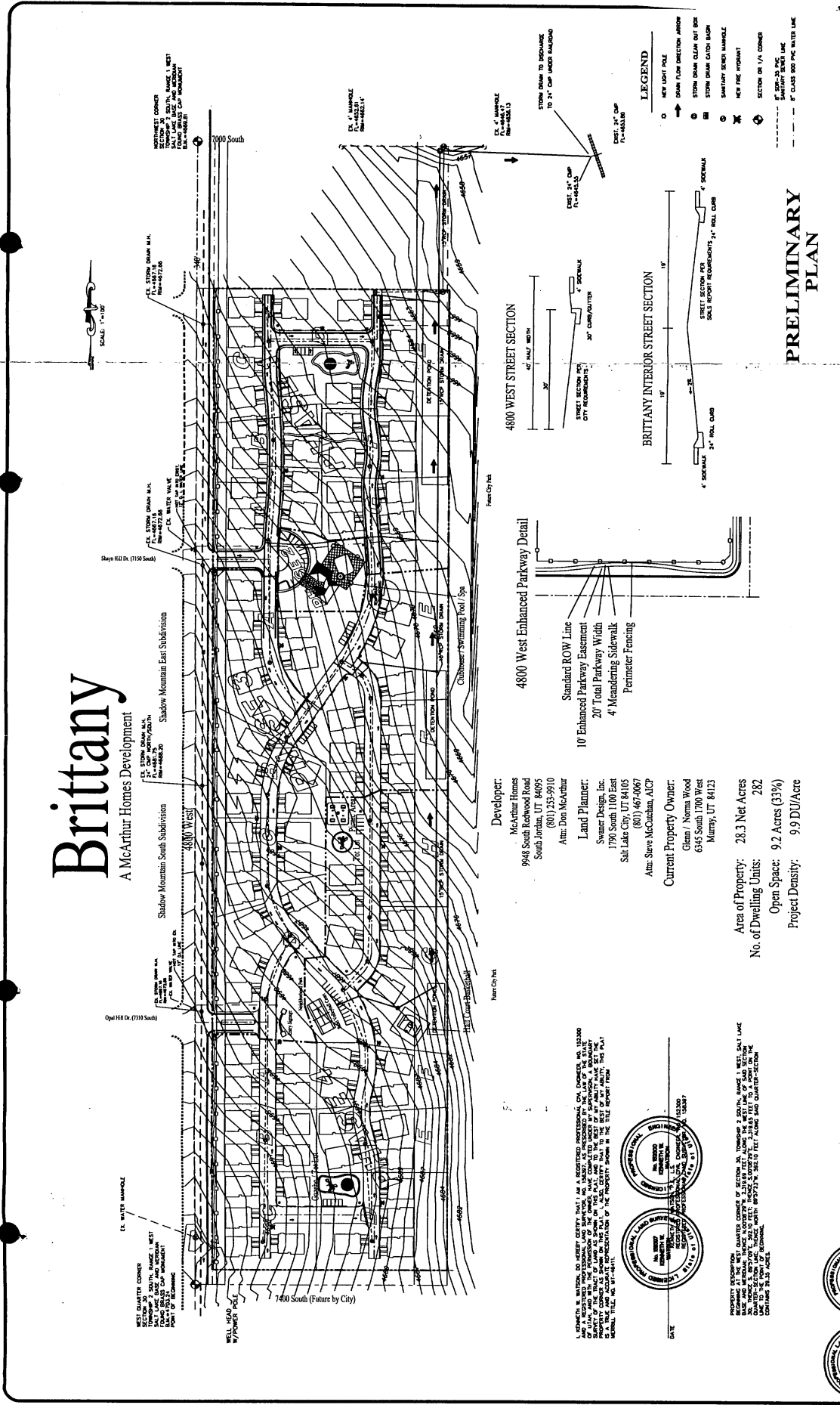
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Exhibit A

PK 9812 PG 0502

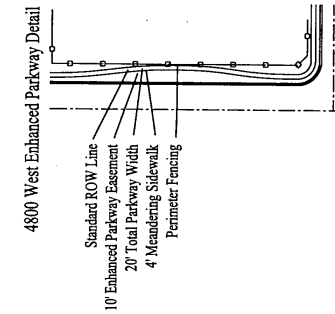
Brittany

A McArthur Homes Development



- LEGEND**
- HOLE LIGHT POLE
 - DRAIN FLOW DIRECTION ABOVE
 - STORM DRAIN CLEAN OUT BOX
 - STORM DRAIN CATCH BASIN
 - SANITARY SEWER MANHOLE
 - ⊗ HOLE FIRE HYDRANT
 - ◇ SECTION OR 1/4 CORNER
 - 1/4\"/>

PRELIMINARY PLAN



Developer:
McArthur Homes
9948 South Redwood Road
South Jordan, UT 84095
(801) 253-9910
Attn: Don McArthur

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

Current Property Owner:
Glenn / Norma Wood
6345 South 1700 West
Murray, UT 84123

Area of Property: 28.3 Net Acres
No. of Dwelling Units: 282
Open Space: 9.2 Acres (33%)
Project Density: 9.9 DU/Acre

I, KEVIN B. WATSON, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL CIVIL ENGINEER, NO. 13200 OF UTAH, AND WITH THE APPROVAL OF THE BOARD, HAVE COMPLETED UNDER MY SUPERVISION, A PRELIMINARY PLAN FOR THE PROJECT AS SHOWN ON THIS PLAN. I ALSO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS PLAN ACCURATELY REPRESENTS THE PRESENTATION OF THE PROPERTY SHOWN IN THE TITLE REPORT FROM BURNETT, WILHELM, AND ASSOCIATES.

DATE: _____

PROJECT INFORMATION: THIS PLAN IS A PRELIMINARY PLAN FOR THE PROJECT AS SHOWN ON THIS PLAN. IT IS NOT TO BE USED FOR CONSTRUCTION. THE FINAL PLAN SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. THE CITY ENGINEER SHALL HAVE THE FINAL SAY IN THE MATTER. THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION.



| No. | Revision | By | Date |
|-----|--------------------------|-----|---------|
| 3 | ADD DETAIL PREL. PLAN | KWW | 4-20-08 |
| 2 | ADD NEW PRELIMINARY PLAN | KWW | 4-18-08 |
| 1 | PREPARE PRELIMINARY PLAN | KWW | 4-12-08 |

Sheet Number: 01 of 01

BRITTANY TOWNHOUSE PROJECT
M. ARTHUR HOMES L.C.
4800 WEST 7400 SOUTH-WEST JORDAN, UTAH

EWP ENGINEERING INC.
388 SOUTH 700 EAST, SUITE 300, SALT LAKE CITY, UTAH 84107
ENGINEERS PLANNERS SURVEYORS

Exhibit A

BK 0012 PLN W503

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Page

PK 8812 PJ US04-US05