

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

THE CITY OF WEST JORDAN, UTAH

AND

PETERSON DEVELOPMENT

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06/06/2003 12:03 PM NO FEE
Book - 8812 Pg - 6506-6511
GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: RDJ, DEPUTY - MA 6 P.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the 14th day of January, 1997, by and between West Jordan City, a Utah municipal corporation, hereinafter referred to as the "City", and Peterson Development, a Utah Corporation, and Leon Peterson, hereinafter referred to as the "Developers".

RECITALS:

A. The Developers have heretofore made application to the City for rezoning of property in anticipation of seeking development approval of Developer's project as a residential subdivision. In the event the City Council in the exercise of their independent legislative judgment rezones the property the City and Developers desire to enter into this Development Agreement.

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 Subdivision and to set forth certain requirements for development of the Subdivision in conformance with the ordinances, rules and regulations of the City governing development of the Subdivision within the City.

C. The density on Developer's project shall not exceed 2.6 units/acre and shall consist of up to 280 lots and is more particularly described as follows:

Beginning West along the section line 825 feet from the Southeast corner of Section 25, Township 2 South, Range 2 West, of the Salt Lake Meridian; thence West along the section line 1815 feet (more or less) to the quarter section line; thence North 2640 feet; thence East 1815 feet; thence South 2640 feet to the point of beginning (containing approximately 110 acres)

D. The City has received a proposal from the Developer 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 Subdivision. The parties desire to incorporate the terms of Developer's proposal as part of this Development Agreement.

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

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1. Description of Subdivisions:

a. Subdivision Size and Location. The Subdivision shall be developed as a residential subdivision consisting of up to, but not to exceed, 280 lots. The Subdivision is located in the City within those boundaries more specifically described above in paragraph "C" of the recitals. The area to be developed for the Subdivision extends from approximately 4920 to 5200 West between 7400 and 7800 South. The Subdivision consists of one hundred and ten (110) acres more or less.

b. Zoning. The Subdivision property is being considered for rezoning as Residential, R-1-10D(ZC). If the City Council, in the exercise of their legislative capacity rezone the property, 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 Subdivision:

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

West Jordan will allow the Developers to apply for and obtain, at the West Jordan Planning and Zoning Commission's discretion, preliminary and final subdivision development approval for the Subdivision development consisting of approximately 110 acres. The Developers will be responsible for the full payment of all application fees, publications costs and similar expenses charged by West Jordan pursuant to ordinance and the regular development approval process. **Notwithstanding any legal right to the contrary, Developers agree to allow West Jordan to withhold the actual recordation, in the Salt Lake County Recorder's Office, of the final plat of the Subdivision development or any phase thereof, until the construction and installation of a 16-inch water line along 5600 West Street between 7000 and 7800 South has been installed and is properly delivering culinary water to the area.**

West Jordan agrees to proceed with due diligence to finalize the design of the culinary water line, obtain the necessary right-of-way, invite public bids for the construction of the water line and to award a contract for the installation of the culinary water line. Notwithstanding West Jordan's agreeing to proceed with due diligence, Developer herein releases, waives and agrees to indemnify West Jordan from and against all claims Developer has or may have against West Jordan, its officers, agents and employees, which have arisen or which may arise in the future from any expected or unexpected delays in the installation of the 16-inch water line and/or West Jordan's forbearance, as authorized by this Agreement, in the recordation of the plat for the subdivision or any phase thereof.

b. Compliance with City Ordinances and Development Requirements. The Subdivision 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 Subdivision, and each phase thereof, shall be prepared and submitted to the City for its review and approval.

c. Preliminary Plat. The Developer shall prepare and submit a preliminary plat for the Subdivision to the City for its review and approval. The Developer shall pay any applicable fees to the City in connection with the review and approval of the preliminary plat.

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 Subdivision 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, within the time limits provided for in the City's Ordinances. The final plat for each phase of the Subdivision 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 the Subdivision. 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. 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. Subject to the terms of this Agreement, the City has the right to approve or disapprove the final plat for each phase of the Subdivision together with any proposed changes therein. 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

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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 as well as the City's General Plan.

g. Dedication or Donation. The property is currently zoned at a density that is lower than the proposed R-1-10 zone. In exchange for the increased density of residential units in the Subdivision development the Developer has proposed to voluntarily construct, dedicate and donate to the City a 5.5 acre park with the appropriate amenities as determined by the West Jordan Planning and Zoning Commission. The Developer agrees to develop the amenities according to the design and standard as determined by the West Jordan Planning and Zoning Department and the West Jordan Development Services Department.

h. 4800 West Street scape. The Developer agrees to develop the 4800 West street scape as approved by the West Jordan Planning and Zoning Commission in a manner that is consistent with other residential streetscapes along 4800 West.

i. Lot Square Footage. All of the lots contained within the Subdivision as described in recital paragraph "C" shall have a minimum lot size of 10,000 square feet. At least 40% of the lots shall be 12,000 square feet or greater.

j. Home Size. No more than 60 percent of dwelling units shall be "D" home size as currently defined by West Jordan City ordinance. The remaining homes built in the Subdivision Development shall be "E" home size or greater as currently defined by West Jordan City ordinance.

k. Subdivision Phases. In order to insure compliance with paragraphs 2(I) and 2(j) the developer agrees to develop every phase of the proposed subdivision within the parameters set forth in paragraphs 2(i) and 2(j). Each phase shall have at least 40% of the lots greater than 12,000 square feet and no more than 60% of the building permits issued in any phase shall be for homes size "D" as currently defined by West Jordan City ordinance.

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. All required public improvements for the Subdivision 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 Subdivision, 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 Subdivision 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 Subdivision or any phase thereof.

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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.

b. Provide standard municipal services to the Subdivision including garbage removal, snow removal, police and fire protection subject to the payment of all fees and charges charged or levied therefore by the City.

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

Leon Peterson
Peterson Development
225 South 200 East, Suite 300
Salt Lake City, UT 84111

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 of 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 proceeding, 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 or 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).

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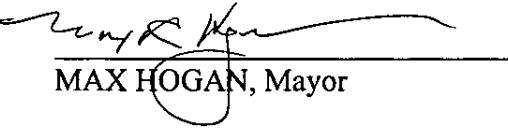
13. No Third Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The City alone shall be entitled to enforce or waive any provisions of this Agreement.

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 Subdivision, including all phases thereof, is not completed within five(5) 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 Subdivision. However, any delay in the development of the subdivision caused by the City's inability to provide services shall extend the five 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 Subdivision. 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 hereinabove written.

“CITY”
THE CITY OF WEST JORDAN, UTAH

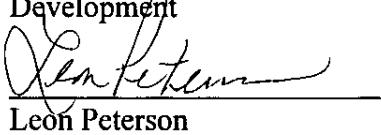

MAX HOGAN, Mayor

ATTEST:


RORI L. ANDREASON
City Recorder



“DEVELOPER”
PETERSON DEVELOPMENT


Leon Peterson for Peterson
Development

Leon Peterson

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