

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

**REIMBURSEMENT AGREEMENT**  
**Copperfield Subdivision**  
**D.R. Horton, Inc.**

9428213  
 07/11/2005 09:22 AM \$0.00  
 Book - 9157 Pg - 1677-1693  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 WEST JORDAN CITY  
 8000 S REDWOOD RD  
 WEST JORDAN UT 84088  
 BY: ZJM, DEPUTY - WI 17 P.

This Agreement is entered into this 15 day of February, 2005, by and between D.R. Horton, Inc., a Delaware corporation ("Developer"), and the City of West Jordan, a municipality and political subdivision of the State of Utah (the "City").

**RECITALS**

WHEREAS, Developer desires to develop certain property located within the corporate boundaries of the City 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"); and

WHEREAS, as a condition of development approval, Developer is required to and proposes to construct and install certain "Eligible Public Improvements" as defined in section 87-5-202 of the West Jordan Municipal Code; and

WHEREAS, The Parties agree that the Eligible Public Improvements are: lawfully required as a condition of development approval; reasonably anticipated to serve future development; located off-site or will create additional or excess capacity beyond the proportionate share attributable to Developer to reasonably service the proposed development at the City's adopted level of service standards; and

WHEREAS, the City has adopted a policy, as set forth in section 87-5-201 of the West Jordan Municipal Code, that the proportionate share of the cost for public improvements should be allocated to all the properties creating the need for or benefiting from the public improvements; and

WHEREAS, Developer desires to be reimbursed for a proportionate share of the costs associated with the construction and installation of the Eligible Public Improvements which are reasonably anticipated to provide benefits to neighboring and surrounding properties ("Benefited Properties"), the owners of which are not currently participating in the cost of such Eligible Public Improvements; and

WHEREAS, some of the Eligible Public Improvements are System Improvements, as defined in section 87-5-202 of the West Jordan Municipal Code, for which the Developer may receive partial reimbursement from Impact Fees collected by the City; and

WHEREAS, City and Developer desire to identify those Eligible Public Improvements that are System Improvements and to clarify the portion of such System Improvements for which reimbursement may be made available through Impact Fees; and

WHEREAS, some of the Eligible Public Improvements are street improvements for which the West Jordan Municipal Code requires Developer to acquire and deed to the City protection strips not less than one foot in width, which protection strips shall be dedicated to public use or otherwise transferred in accordance with the terms of this Reimbursement Agreement; and

WHEREAS, reimbursements are authorized by the West Jordan Municipal Code section 87-5-201 for the purpose of implementing the policies stated therein, and City and Developer desire to enter into this Reimbursement Agreement that permits Developer to be reimbursed for a proportionate share of the costs associated with the construction and installation of Eligible Public Improvements that benefit the Benefited Properties.

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
2. Developer's Obligations.
  - a. Developer shall, at its own expense and in accordance with the requirements of the West Jordan Municipal Code, Federal and State laws and regulations, approved engineering construction drawings, the requirements of the City Engineer, and all other conditions of development approval, construct and install or cause to be constructed and installed the Eligible Public Improvements identified in Exhibits "B" and "C", attached hereto and by this reference made a part hereof, as "Eligible System Improvements" and "Eligible Project Improvements," collectively referred to herein as "Eligible Public Improvements".
  - b. Developer shall, at its own expense, acquire necessary real property interests for the construction and installation of the Eligible Public Improvements and shall dedicate the acquired real property interests and Eligible Public Improvements to City, in a form approved and acceptable to the City Attorney.
  - c. Developer understands and agrees that Eligible Public Improvements will not be reimbursable unless they are approved by City in advance of development in accordance with City's ordinances, rules, regulations, and engineering standards and specifications.
  - d. The Developer shall acquire, at its own expense, and dedicate to the City, real property interests sufficient for construction of 6400 West and 9000 South to widths of 90 feet and 126 feet, respectively, as shown in Exhibit "D" which is attached hereto and by this reference made a part hereof. The unimproved portion of the 6400 West right-of-way shall be owned by the City as a protection strip, and shall not be dedicated for use by the public until such time as the conditions for release of said protection strip, as set forth in this Reimbursement Agreement, have been met.
3. Cost Allocation and Collection from Benefited Properties for Eligible Project Improvements.
  - a. The Parties agree that the properties reasonably anticipated to benefit from the construction and installation of the Eligible Project Improvements (Partially Reimbursable from Benefited Properties) are limited to those Benefited Properties identified in Exhibit "E", and cost allocation and collection shall be limited to only the Benefited Properties.

b. City shall allocate costs to the Benefited Properties as set forth in Exhibit "C". The allocation is based on length of frontage.

c. City shall require owners of the Benefited Properties that seek City approval to develop, subdivide or build, to pay to the City the appropriate allocated costs identified herein, prior to granting any development, subdivision, conditional use, or site plan approval and prior to the City issuing any building permit, with respect to the Benefited Properties. The parties acknowledge, understand and agree that: (i) the City has no duty to collect and is not responsible to enforce this Reimbursement Agreement against any Benefited Property or person; and (ii) the City is not responsible or liable if an approval, permit or action is granted inadvertently to a Benefited Property or person, unless done intentionally and by fraud.

4. Reimbursement Payments.

a. Upon collection of the allocated costs from the Benefited Properties as set forth herein, City shall pay the collected amount as a Reimbursement Payment to Developer. Notwithstanding anything in this Reimbursement Agreement to the contrary, the City shall have no obligation to make any Reimbursement Payment to Developer until the allocated costs are actually received by City. The parties acknowledge, understand and agree that: (i) the City is not directly responsible or liable for any Reimbursement Payment to Developer, other than to account for sums received; (ii) the City is not responsible in the event this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable.

b. Impact fee reimbursements for System Improvements identified in Exhibit "B" shall be paid in accordance with Section 89-6-413 of the West Jordan Municipal Code, attached hereto as Exhibit "F" and by this reference made a part hereof.

c. No reimbursement, whether from Benefited Properties or from impact fees, shall be due to Developer until:

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

ii) Developer has submitted the documentation required by this Reimbursement Agreement evidencing actual costs of the Eligible Public Improvements; and

iii) Such reimbursement is required by the terms of this Reimbursement Agreement and the West Jordan Municipal Code.

5. Reimbursement Amount.

a. Maximum Reimbursement.

i) The maximum reimbursement for the Eligible Public Improvements shall be the lesser of: (1) the actual costs of Eligible Public Improvements as evidenced by the documentation submitted in accordance with the terms of this Reimbursement Agreement, or (2) the estimated costs of the Eligible Public Improvements as set forth in

the attached Exhibits "B" and "C", or as said sum is amended under the terms of this Reimbursement Agreement.

ii) The maximum reimbursements for Eligible Public Improvements, shown in Exhibits "B" and "C", are estimates only and shall, if actual costs are less, be decreased in accordance with actual costs. Estimated costs shall not be increased, except by written amendment to this Reimbursement Agreement, in accordance with the amendment provisions set forth herein. In order for an amendment to be considered by the City, change orders and similar situations and circumstances must have been pre-approved, in writing, by the City.

iii) The maximum reimbursement for acquisition of real property interests shall be 115% of a City-approved MAI-certified appraisal, provided to City at Developer's expense. In no event shall the reimbursement for real property acquisition exceed the lesser of: (1) the actual cost of the real property, or (2) 115% of the appraisal.

iv) Developer shall provide to the City documentation, acceptable to the City Attorney, demonstrating the actual costs incurred by the Developer for the acquisition, construction and installation of Eligible Public Improvements, including acquisition of real property interests. Documentation shall include but not be limited to: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and all other information necessary for the City to determine the actual costs incurred. Developer's failure to submit the required documentation shall result in rejection of the undocumented claimed amount.

b. Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to developer by the City or any other person on any amounts due under this Agreement.

6. Ownership of Eligible Public Improvements. City shall own the Eligible Public Improvements in fee title absolute, together with the lands and rights-of-way dedicated to the City. Ownership shall be with the City upon: (i) completion of construction of the Eligible Public Improvements by Developer; (ii) completion of applicable warranty periods; and (iii) inspection, approval and written acceptance by the City. The City will assume responsibility for all maintenance, repair and replacement of the Eligible Public Improvements once they are completed by Developer and accepted by the City, subject to any applicable warranty periods.

7. Term of Agreement. This Reimbursement Agreement shall terminate ten years following the effective date of the Reimbursement Agreement or at such earlier time as the cumulative reimbursement amount reaches the maximum reimbursement. No reimbursement shall be due or payable after said ten-year period.

8. Release of Protection Strips.

a. The City may dedicate the Protection Strips or sections thereof for use by the public, or otherwise transfer title, upon the satisfaction of the following conditions:

- i) The City has approved the final plans for development of the Benefited Property that is situated immediately adjacent to and which shares a common boundary with the protection strip; and
- ii) The City has collected the allocated costs for Eligible Public Improvements from the owner of the Benefited Property as set forth in the attached Exhibit "C" for the affected parcel of land.

b. The parties agree that so long as the proportional amount of the Eligible Public Improvement costs have been paid by the owner of the Benefited Property, the City may dedicate all or a portion of the protection strips to public use or transfer title thereto, as may be appropriate in the City's sole discretion. The parties further agree that, notwithstanding any provisions of this Reimbursement Agreement to the contrary, after ten years the City shall be entitled to dedicate any remaining portions of the protection strips to public use or otherwise transfer ownership, without the payment of further compensation to Developer.

c. It shall be the responsibility of City to prepare, execute, deliver and record such documentation as may be reasonably necessary in the opinion of the City Attorney to effect the dedication or transfer of such protection strips.

9. Effect of Agreement. Nothing in this Reimbursement Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State or local laws, ordinances, regulations, or standards.

10. Waiver and Covenant Not to Sue. Developer specifically agrees to accept the reimbursement specified herein as full and final payment of all claims against the City or any Benefited Property. Developer hereby waives any rights or claims against the City for reimbursement of any kind or source other than as set forth herein. Developer further agrees to hold City harmless from any and all costs associated with this Reimbursement Agreement, including the allocated costs, if any, which are not collected from the Benefited Properties.

11. Assignment. Neither the Reimbursement Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities and without the prior written consent of City.

12. Entire Agreement. This Reimbursement Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to Developer for the Eligible Public 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.

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

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



EXHIBIT A  
PROPERTY TO BE DEVELOPED

26-03-200-001  
26-03-400-003

**Copper Fields Subdivision  
Overall Boundary Description**

Beginning at the West Quarter Corner of Section 2, Township 3 South, Range 2 West, Salt Lake Base & Meridian; and running thence North  $00^{\circ}08'36''$  East 1453.41 Feet along the West line of the Northwest Quarter of said Section 2; thence South  $89^{\circ}43'37''$  East 1060.10' feet; thence South  $00^{\circ}01'48''$  West 725.00 feet; thence South  $89^{\circ}43'37''$  East 50.00 feet; thence South  $00^{\circ}01'48''$  West 1168.32 feet to the Northwesterly right-of-way line of State Highway U-48; thence South  $58^{\circ}16'00''$  West 1311.62 feet along said right-of-way line to a point on the West line of the Southwest Quarter of Section 2; thence North  $00^{\circ}08'30''$  East 1135.08 feet along said West line to the Point of Beginning.

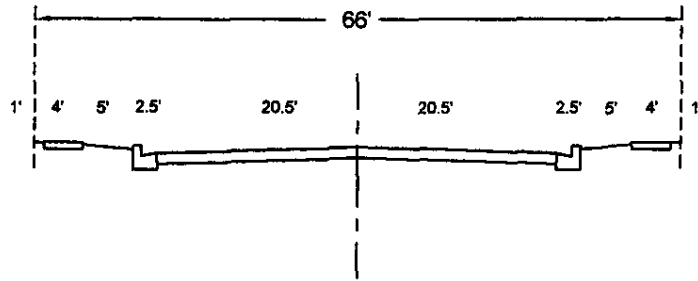
Subject to a right-of-way of the Westerly 33.00 feet.

Contains 2,456,204.0745 Sq.Ft., 56.3867 acres

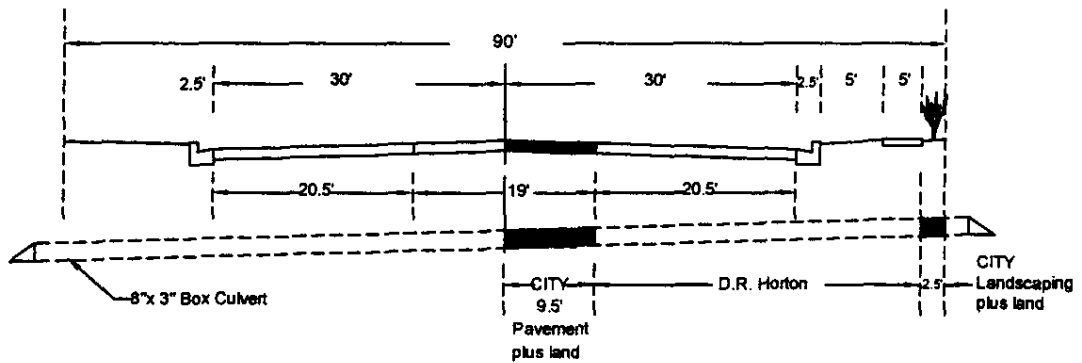
EXHIBIT B  
ELIGIBLE SYSTEM IMPROVEMENTS

B-1

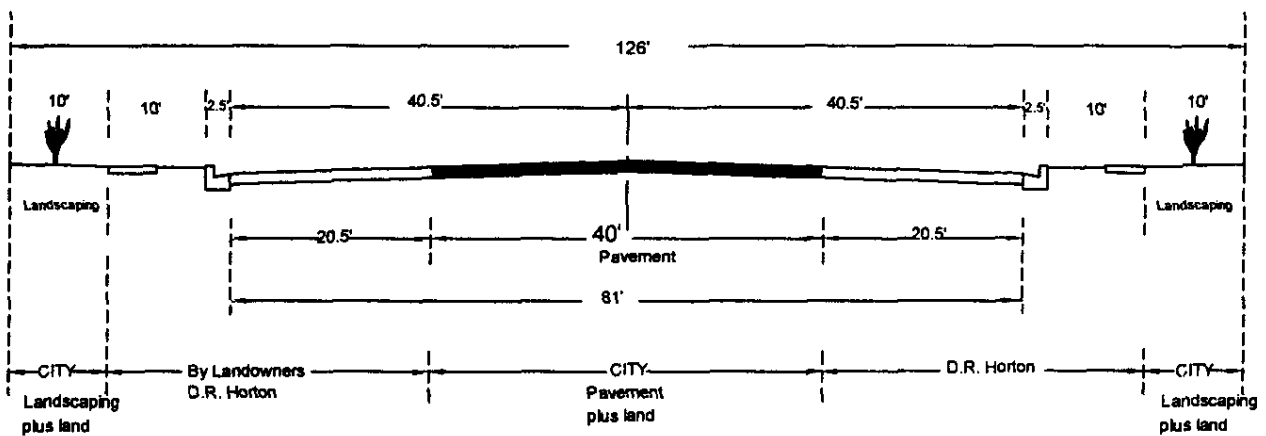
Minor Collector - Base Requirement



Major Collector (6400 West)



Arterial (9000 South)





## EXHIBIT B

B-2

**ELIGIBLE SYSTEM IMPROVEMENTS**

Estimated Cost of Improvements

Reimbursable from Impact Fees

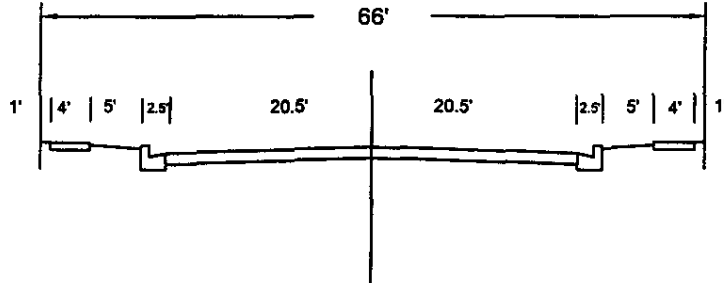
Item No.	Eligible System Improvements	Unit	Reimbursible Quantity	Unit Price	Maximum Reimbursement
<b>Real Property Acquisition</b>					
	6400 West 12' of east half paid to DR Horton (2,530 l.f.)				
1	12' East side of 6400 West	SF	30,360.00	\$1.45	\$44,022.00
	9000 South 60' paid to DR Horton (1,110 lin. ft.)				
2	60' extra width 9000 South	SF	66,600.00	\$1.45	\$96,570.00
	<b>Real Property Acquisition Subtotal</b>				<b>\$140,592.00</b>
<b>Street Improvements</b>					
	6400 West upsizing east side (9.5' paved area plus 2.5' landscaping) 2,530 l.f.				
1	Roadway excavation	CY	1,187.00	\$7.30	\$8,665.10
2	4" thick asphalt	SF	24,035.00	\$0.95	\$22,833.25
3	8" road base	SF	24,035.00	\$0.42	\$10,094.70
4	4" thick compacted subbase	SF	24,035.00	\$0.15	\$3,605.25
5	Geotextile fabric	SF	24,035.00	\$0.10	\$2,403.50
6	Landscaping	SF	6,325.00	\$1.25	\$7,906.25
	<b>Subtotal 6400 West</b>				<b>\$55,508.05</b>
	9000 South upsizing both sides (40' pavement plus 20' landscaping in parkstrips) 1,110 l.f.				
1	Roadway excavation	CY	3,563.00	\$7.30	\$26,009.90
2	6" thick asphalt	SF	44,400.00	\$1.45	\$64,380.00
3	8" road base	SF	44,400.00	\$0.42	\$18,648.00
4	12" thick compacted subbase	SF	44,400.00	\$0.45	\$19,980.00
5	Geotextile fabric	SF	44,400.00	\$0.10	\$4,440.00
6	Landscaping	SF	22,200.00	\$1.25	\$27,750.00
	<b>Subtotal 9000 South</b>				<b>\$161,207.90</b>
<b>Sewer Upsizing</b>					
	New Bingham Highway upsize pipe from 8" to 15" PVC				
1	8" to 15" upsize	LF	1,690.00	\$5.00	\$8,450.00
	9000 South upsize pipe from 8" to 10" PVC				
2	8" to 10" upsize	LF	2,032.00	\$2.50	\$5,080.00
	<b>Sewer Upsizing Subtotal</b>				<b>\$13,530.00</b>
<b>Box Culvert Upsizing</b>					
	6400 West 12' of east half paid to DR Horton				
	8' X 3' Box culvert	LF	12.00	\$500.00	\$6,000.00
	<b>Improvements Total</b>				<b>\$236,245.95</b>
	<b>Real Property Acquisition Total</b>				<b>\$140,592.00</b>
	<b>Grand Total</b>				<b>\$376,837.95</b>

**EXHIBIT C  
ELIGIBLE PROJECT IMPROVEMENTS**

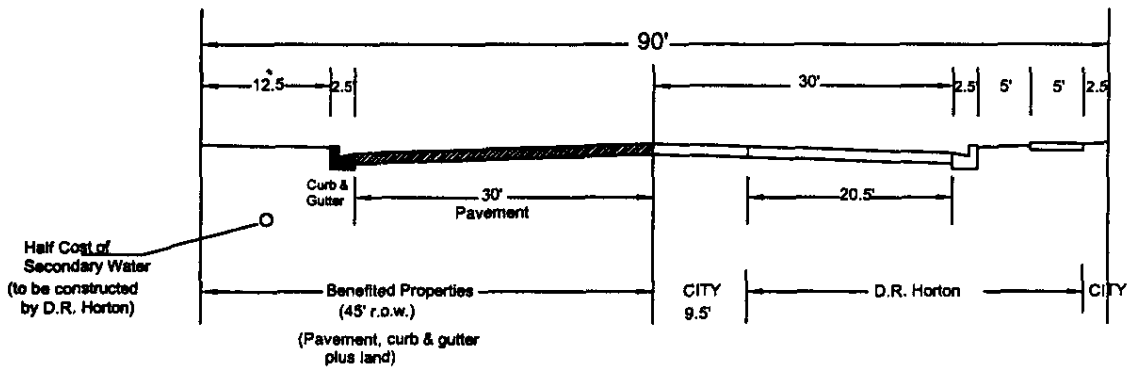
C-1

(Off Site)

**Minor Collector - Base Requirement**



**Major Collector (6400 West)**



\*) Real property to be acquired by D.R. Horton. Sidewalk and landscaping to be constructed by others.

Exhibit C  
Eligible Project Improvements  
(off-site)

C-2

**Benefited Property #1**  
Parcel No. 26-03-200-001  
6400 West  
1,453 linear feet

Item No.	Eligible Project Improvements (off-site)	Unit	Allocated Quantity	Unit Price	Maximum Reimbursement
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**Real Property Acquisition**

6400 West (45' West Half) -30' pavement, curb and gutter					
1	45' West half of 6400 West	SF	65,405.98	\$1.45	\$94,838.67
<b>Real Property Acquisition Subtotal</b>					<b>\$94,838.67</b>

**Street Improvements**

6400 West (west half) 30' pavement, curb and gutter					
1	30" Curb and Gutter	LF	1,453.00	\$10.00	\$14,530.00
2	Roadway excavation	CY	2,152.00	\$7.30	\$15,709.60
3	4" thick asphalt	SF	43,590.00	\$0.95	\$41,410.50
4	8" road base	SF	43,590.00	\$0.42	\$18,307.80
5	4" thick compacted subbase	SF	43,590.00	\$0.15	\$6,538.50
6	Geotextile fabric	SF	43,590.00	\$0.10	\$4,359.00
7	Striping tape	LF	363.00	\$1.80	\$653.40
<b>Street Improvements Subtotal</b>					<b>\$101,508.80</b>

**Culvert**

1	8' X 3' Box culvert	LS	1.00	\$58,000.00	\$58,000.00
Benefited Property #1 responsible for 50% of total					\$29,000.00
<b>Culvert Subtotal</b>					<b>\$29,000.00</b>

**Secondary Water**

1	8" PVC water pipe	LF	1,453.00	\$29.00	\$42,137.00
Benefited Property #1 responsible for 50% of total					\$21,068.50
<b>Secondary Water Subtotal</b>					<b>\$21,068.50</b>

Improvements Total	<b>\$151,577.30</b>
Real Property Acquisition Total	<b>\$94,838.67</b>
<b>Grand Total</b>	<b>\$246,415.97</b>

Exhibit C

C-3

Eligible Project Improvements  
(off-site)

Parcel No. 26-03-400-003  
6400 West  
1,077 linear feet

Item No.	Eligible Project Improvements (off-site)	Unit	Allocated Quantity	Unit Price	Maximum Reimbursement
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**Real Property Acquisition**

	6400 West (45' west half)				
1	45' West half of 6400 West	SF	45,794.16	\$1.45	\$66,401.53
	<b>Right of Way Subtotal</b>				<b>\$66,401.53</b>

**Street Improvements**

	6400 West (west half)				
1	30" Curb and Gutter	LF	1,077.00	\$10.00	\$10,770.00
2	Roadway excavation	CY	1,596.00	\$7.30	\$11,650.80
3	4" thick asphalt	SF	32,310.00	\$0.95	\$30,694.50
4	8" road base	SF	32,310.00	\$0.42	\$13,570.20
5	4" thick compacted subbase	SF	32,310.00	\$0.15	\$4,846.50
6	Geotextile fabric	SF	32,310.00	\$0.10	\$3,231.00
7	Striping tape	LF	269.00	\$1.80	\$484.20
	<b>Street Improvements Subtotal</b>				<b>\$75,247.20</b>

**Secondary Water**

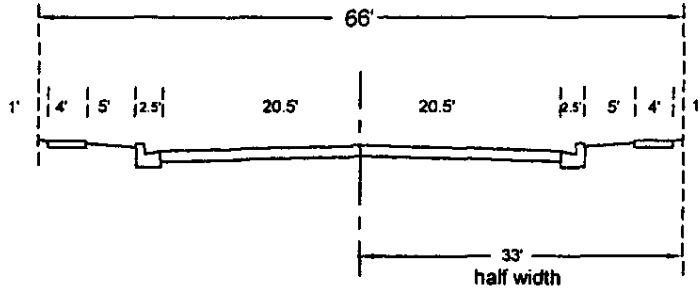
1	8" PVC water pipe	LF	1,077.00	\$29.00	\$31,233.00
	Jones responsible for 50% of total				\$15,616.50
	<b>Secondary Water Subtotal</b>				<b>\$46,849.50</b>

Improvements Total	\$122,096.70
Real Property Acquisition Total	\$66,401.53
<b>Grand Total</b>	<b>\$188,498.23</b>

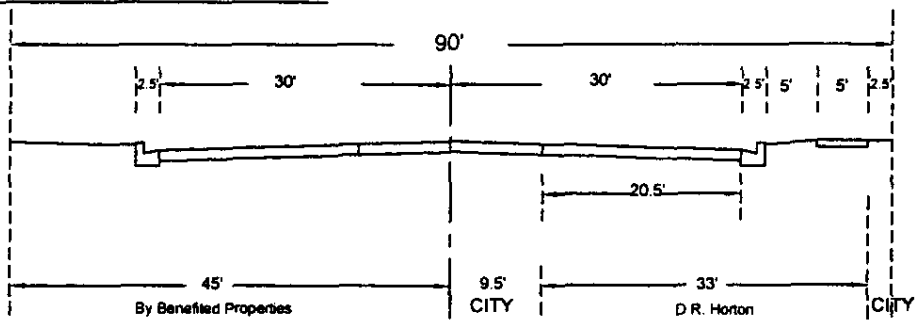
EXHIBIT D  
REQUIRED RIGHT-OF-WAY

D-1

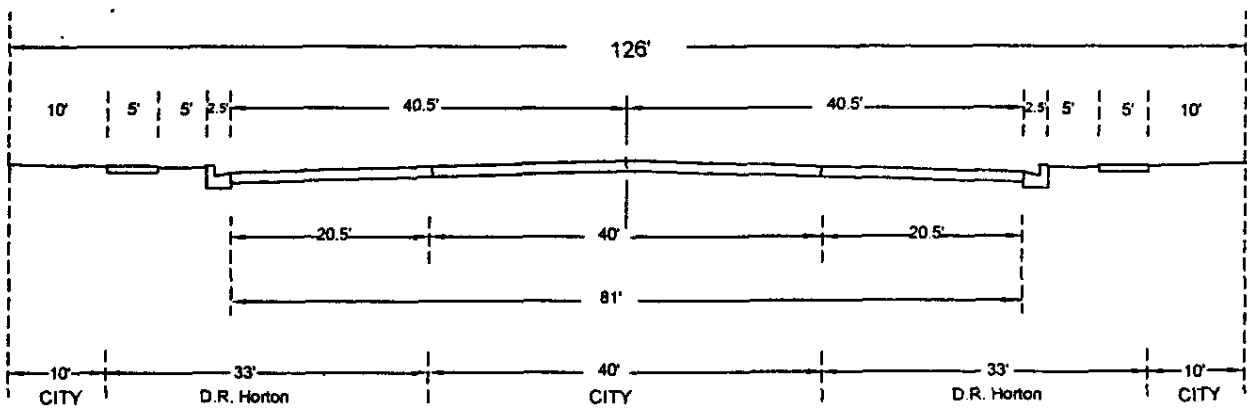
Minor Collector - Base Requirement



MAJOR COLLECTOR (6400 West)



ARTERIAL (9000 South)



Three Forks Subdivision

6400 West

The Oaks at Jordan Hills Village Phase 2-2

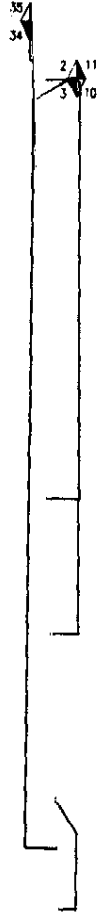
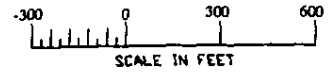


EXHIBIT E  
BENEFITED PROPERTIES

## EXHIBIT E

## BENEFITED PROPERTIES

## BENEFITED PROPERTY #1

Parcel 26-03-200-001

All of Lots 1 and 2 and the South ½ of the Northeast ¼ of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian. Contains 159.49 acres.

## BENEFITED PROPERTY #2

Parcel 26-03-400-003

The Southeast ¼ of Section 3, Township 3 South, Range 2 West, Salt Lake Base Meridian. Contains 159.49 acres. Except beginning at the Southeast corner of said Section 3; thence North 89°43' West 1323.45 feet; Thence North 1°05'11" East 529.22 feet; thence North 58°16' East 1548.18 feet; thence South 0°08'30" East 1349.97 feet to beginning. Except Beginning at a point which is North 89°48'41" West 1764.43 feet from the Southeast corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence running South 0°59'30" West 242.59 feet; thence North 89°48'41" West 360 feet; thence North 0°59'30" East 269.96 feet; thence North 58°11'53" East 428.21 feet; thence South 0°59'30" West 254.25 feet to the point of beginning. Contains 122.13 acres, more or less.

## EXHIBIT F

### Sec. 89-6-413. Reimbursement for System Improvements.

(a) Improvements specifically listed but not yet built in the City's Capital Facilities Plan (CFP) may be constructed by the developer out of the CFP-planned sequence if such construction is acceptable to the City and does not create unreasonable collateral hardships to the infrastructure system. The developer may request a reimbursement agreement, pursuant to provisions of Sections 87-5-201 through 87-5-208 of the West Jordan Municipal Code, with the City to recover eligible costs which shall not exceed the costs upon which the impact fees were established. The reimbursement agreement shall establish a priority for the included improvements, and eligible costs may be reimbursed from impact fees collected, after higher priority projects in the respective CFP have been adequately funded.

(b) In no event shall the reimbursement exceed the actual cost of public improvements.

(c) *Storm drainage connection* . Payment of a storm drainage impact fee or dedication of land in lieu thereof does not relieve the developer of the responsibility to provide the necessary storm drainage improvements between a development and the nearest defined natural drainage channel or other existing storm drainage improvements capable of handling runoff from within the development. Such improvements shall be constructed in accordance with City and county flood control master plans. (Enacted by Ord. No. 03-40, 07-15-2003; Ord. No. 03-64, (a)&(b), 10-21-2003)



THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 05-13

A RESOLUTION AUTHORIZING THE EXECUTION  
BY THE MAYOR OF A DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF WEST JORDAN AND  
D.R. HORTON INC.

WHEREAS, the City Council of the City of West Jordan desires to enter into a reimbursement agreement between D.R. Horton, Inc., and the City of West Jordan for the upsizing of roadway and utility services provided by the developer within the City; and

WHEREAS, the Mayor is authorized to execute this agreement pursuant to Utah Code Annotated 10-3-1223,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized and directed to execute the attached reimbursement agreement entitled as follows:

“Reimbursement agreement Copperfield Subdivision between D.R. Horton, Inc., and the City of West Jordan”

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 15 day of February 2005.

*Bryan D. Holladay*  
BRYAN D. HOLLADAY  
Mayor

ATTEST:

*Melanie S. Briggs*  
MELANIE S. BRIGGS, CMC  
City Recorder



Voting by the City Council

Rob Bennett  
Kathy Hilton  
Mike Kellermeyer  
Stuart Richardson  
Kim V. Rolfe  
Lyle C. Summers  
Mayor Bryan D. Holladay

"AYE"

"NAY"

✓  
✓  
✓  
✓  
✓  
✓  
✓