

City of Draper
1020 E Pioneer Rd.
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07/21/2006 04:37 PM \$0.00
Book - 9325 Pg - 5561-5582
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: SAM, DEPUTY, SA 22 P.

**DEVELOPMENT AGREEMENT
FOR STEEPLECHASE PHASE 3 SUBDIVISION**

This Development Agreement ("Agreement") is made and entered into as of this 21 day of July, 2006, by and between **DRAPER LAND DEVELOPMENT**, a Utah limited liability company (hereinafter referred to as "Developer"), and **DRAPER CITY**, a municipal corporation of the State of Utah (hereinafter referred to as the "City").

RECITALS:

- A. Developer is the developer of approximately 40.14 acres of real property as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"), on which it proposes the development of a single-family residential subdivision known as "Steeplechase Phase 3" (the "Project").
- B. Developer has previously received approval for and developed Phases 1, 2 and 4 of the Steeplechase subdivision which projects have design standards including lot sizes and street cross-sections which vary from base City standards.
- C. Developer previously received final plat approval from Draper City to develop a different design of Phase 3 of the subdivision but was unable to proceed with that development due to a lawsuit filed by a third party against Draper City and the Developer arising from actions taken by Draper City. That lawsuit has been settled and dismissed.
- D. There is a dispute between the parties with respect to the application of various land use ordinances, regulations and requirements of the City to the Project and to the prior phases of the Steeplechase subdivisions. Without waiving or conceding their respective positions, it is the intent of the parties to fully settle, compromise and resolve all claims, controversies or disputes between them arising out of or in any way related to the historical vested rights, status and proposed development of the Project (the "Historical Dispute").
- E. Through the settlement of the prior lawsuit, Developer has added additional land to the original Phase 3 submittal and has re-designed the proposed subdivision to incorporate the additional land.
- F. Developer is willing to design the Project subject to certain conditions and standards to address concerns of the City as more fully set forth below.
- G. The City, acting pursuant to its authority under Utah Code Ann. § 10-9a-107, *et seq.*, and its land use policies, ordinances and regulations has made certain determinations with respect to the Project and, in the exercise of its legislative discretion, has elected to approve this Development 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 recitals are hereby incorporated as part of this Agreement.

2. **Project Plat Approval.**

2.1 **Property Affected by this Agreement.** The legal description of the property contained within the Project boundaries is attached and specifically described in Exhibit A.

2.2 **Approval of Plat.** A Final Plat for the Project is depicted on Exhibit B, which is attached hereto and incorporated herein by this reference. The Developer has submitted construction drawings, improvement plans and prior to recording to a final plat will submit all bonds and other information required by Draper City Ordinances. The Project has been designed for 37 single-family residential dwelling units, subject to compliance with the terms and conditions of this Agreement.

3. **Vested Rights and Design Standards.**

3.1 **Vested Rights.** The City hereby approves Developer's Final Plat and Developer shall have the vested right to develop and construct the Project for 37 single-family residential dwelling units as depicted on Exhibit B, subject to compliance with the Supplemental Development Standards attached hereto as Exhibit "C," and incorporated herein by reference, Land Use Regulations and other terms and conditions of this Agreement as more fully described below.

3.2 **Lower Corner Canyon Road.** Developer shall provide a public street connection to Lower Corner Canyon Road through the Project at Carolina Hills Circle as shown on Exhibit "B," and in accordance with Ordinance Nos. 543 and 607 of Draper City, attached hereto as Exhibit "D," and incorporated herein by reference.

3.4 **Permanent Turnaround on Carolina Hills Circle.** Developer shall construct a permanent turn-around at the end of Carolina Hills Circle Street as shown on Exhibit "B," and as shown on the approved construction and improvement drawings for the Project. The parties hereby acknowledge that the turn-around is an off-site improvement, to be constructed on property owned by the City required for fire safety and traffic circulation in the Project, and shall be constructed solely at the Developer's expense with trailhead parking spots.

3.45 **Offsite Improvements.** The City and Developer acknowledge that certain offsite improvements are required for the construction and development of the project. Such offsite improvements are identified by location and description in Exhibit "E". Developer and City hereby acknowledge that no disturbance of City property is allowed except in accordance with this exhibit and as noted below. Offsite grading or construction for any other purposes is prohibited.

3.5 **Offsite Drainage Berm.** Developer hereby agrees to construct a drainage berm to the east of the property, off site of the Project, on property owned by the City. The berm shall be

constructed in accordance with plans and specifications agreed upon by the parties and in accordance with City standards and specifications. The disturbance to City property shall be minimized to the maximum extent possible, and shall incorporate best management practices for erosion control and revegetation. Revegetation plans shall include an analysis of what native vegetation is being disturbed and include a plan to re-establish native species. The berm is intended to collect and channel water which has historically come from property to the East and the North of the property and to channel that runoff through the Project for the protection of residents of the Project, and to preserve public health, safety and welfare. Such improvements shall be constructed off-site, on City owned property, and the City hereby grants permission and license to Developer for the Construction of the necessary improvements, in accordance with the approved construction plans.

3.6 Water Line. Water service for the Project shall be provided through a WaterPro water line to be extended from South Mountain phase 3C, located to the South of the Project. Developer shall be responsible for all costs associated with extension of the line to the Project and for the construction of all required water service for the Project. The water line will cross through a section of open space owned by the City and dedicated as a part of the South Mountain Project. Developer agrees to restore all property through which the water line will traverse to as near its original condition as possible, including all required revegetation. The disturbance to City property shall be minimized to the maximum extent possible, and shall incorporate best management practices for erosion control and revegetation. Revegetation plans shall include an analysis of what native vegetation is being disturbed and include a plan to re-establish native species.

3.7 Cul de Sac and Trailhead. The parties acknowledge that construction of cul de sacs within the Project will require adequate property for emergency vehicle ingress and egress and turnaround. In conjunction with cul de sac improvements on the southwestern cul de sac of the Project, developer shall provide and install improvements for parking for trailhead access to the Corner Canyon area of the City. In addition, in the southeastern cul de sac of the Project, Developer shall provide an improved path for trail access to the Corner Canyon Area over an improved eight (8) foot wide concrete path between lots 71 and 73 of the subdivision. Developer shall also construct the continuation of the trail as a soft surface, offsite improvement, until it reaches the existing Lower Corner Canyon Road. Such improvements shall be constructed off-site, on City owned property and the City hereby grants permission and license to Developer for the Construction of the necessary improvements. Trail improvements shall meet Draper City standards.

3.8 Storm Drain Outfall and Outlet. In conjunction with the Storm Drain Improvements for the Project, Developer shall construct a Storm Drain outfall and outlet to Corner Creek at the SouthWestern corner of the Project. Such improvements shall be constructed off-site, on City owned property and the City hereby grants permission and license to Developer for the Construction of the necessary improvements. The disturbance to City property shall be minimized to the maximum extent possible, and shall incorporate best management practices for erosion control and revegetation. Revegetation plans shall include an

analysis of what native vegetation is being disturbed and include a plan to re-establish native species. An analysis and survey of this offsite improvement shall be submitted to the City, which shall identify the location of existing trails that this improvement shall traverse. The analysis, which shall be approved by Draper City prior to any construction activity, shall include design for protecting and restoring the trails. A permit from Salt Lake County Flood Control shall be submitted to the City prior to any construction activity.

3.9 Bonding for Offsite Improvements. All offsite improvements shall be bonded for in accordance with Draper City ordinances.

4.0. Geologic Hazards Ordinance Requirements. The parties acknowledge that Developer has submitted geologic studies in accordance with the Draper City Geologic Hazard Overlay Zone Ordinance for the portion of the Project which is outside the boundaries of the originally approved plat. The parties further acknowledge that Developer previously submitted Geologic Hazard Reports for the portion of the Project within the originally approved plat. The final studies shall be submitted, reviewed and approved by the City Engineer prior to recording the plat.

4.1 Maintenance of Landscaping. The Project has been approved with Street cross-sections and landscaping that is different than City standards. In certain locations, these cross sections have landscaped medians for the purpose of aesthetic enhancement. Developer hereby agrees to enter into a maintenance agreement with the City for the perpetual maintenance of landscaping within the public right-of-way, which differs from or exceeds City standards. Such agreement shall be assignable to a homeowner's association for the Project. A maintenance agreement shall be reviewed and approved by the City prior to the recordation of Steeplechase 3. The City agrees to allow the non-standard streets to continue as approved in previous versions of Steeplechase 3.

4.2 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the Land Use Regulations and Supplemental Development Standards which are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Land Use Regulations, Supplemental Development Standards and terms and conditions of this Agreement applicable to 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 any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

5. **Mutual General Release.** As part of this Agreement, Developer and City, for and on behalf of themselves and their respective officers, members, managers, agents, employees, indemnitors, insurers, successors, and assigns, hereby release and forever discharge each other, together with their respective officers, members, managers, employees, agents, indemnitors, insurers, successors, assigns, and all other persons, firms, partnerships, and incorporations from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, arising out of, or in any way related to the Historical Disputes with respect to development of the Project and the other phases of the Steeplechase subdivision. The foregoing enumeration of claims released is illustrative only, and the claims hereby released are in no way limited to the above specific recitation of claims, it being the intent of the parties to this Agreement to fully and completely release each other from any and all claims in any way related to the Historical Disputes and development of the Project. It is further understood that this Agreement has been made and entered into by the parties for the purpose of compromising disputed claims and shall not be construed as an admission of liability on the part of any of the parties, and any liability is expressly denied.

6. **Successors and Assigns.**

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

6.2 **Assignment.** Except as provided herein, neither this 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 under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to Draper City, and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

7. **Default.** In the event either party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default, the non-defaulting party may, at its election, have the following remedies:

a. All rights and remedies available at law and in equity, including injunctive relief specific to performance and/or damages;

b. The right to withhold all further approvals, licenses, permits, or other rights associated with any activity or development described in this Agreement until such default has been cured; and

c. The rights and remedies set forth herein shall be cumulative.

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, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer:

Draper Land Development
Attention: LaVar Christensen
P.O. Box 1094
Draper, UT 84020

To the City:

Draper City
Attention: Draper City Manager
1020 E. Pioneer Road
Draper, UT 84020

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

9. **General Terms and Conditions.**

9.1 **Term of Agreement.** The term of this Agreement shall be for a period of 10 years following the date of its adoption.

9.2 **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership of any portion of the Property.

9.3 **Entire Agreement.** This Agreement, together with the exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supercedes all prior negotiations, representations, promises, inducements, or previous agreements between the parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective parties hereto.

9.4 **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 text herein.

9.5 **Non-liability of City Officials, Employees, or Developer.** No officer, representative, agent, or employee of the City or Developer shall be personally liable to Draper Land Development or any successor-in-interest or assignee of Draper Land Development, in the event of any default or breach by the City or for any amount which may become due, the Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

9.6 **No Third-Party Rights.** The obligations of the parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Draper Land Development. The City and Draper Land Development alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

9.7 **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

9.8 **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

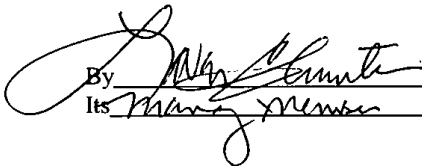
9.9 **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

9.10 **Exhibits.** Any exhibit to this Agreement is incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

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 written above.

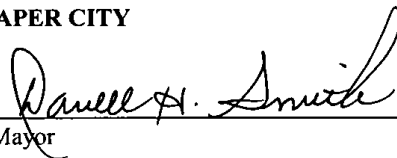
"Developer"

DRAPER LAND DEVELOPMENT,
a Utah limited liability company,

By 
Its Mary Mendenhall

"City"

DRAPER CITY

By 
Its Mayor

Attest:





Draper City Recorder

EXHIBIT 'A'
STEEPLECHASE BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, BEGINNING AT A POINT WHICH IS SOUTH 702.86 FEET AND EAST 663.046 FEET FROM A BRASS CAP MARKING THE NORTH QUARTER CORNER OF SAID SECTION 4;

THENCE SOUTH 79°35'34" EAST, 233.63 FEET; TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 79°35'34" EAST, A RADIAL DISTANCE OF 679.50 FEET, HAVING A CHORD BEARING OF NORTH 16°59'46" EAST, AND CHORD DISTANCE OF 155.94 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 13°10'41", A DISTANCE OF 156.29 FEET; THENCE SOUTH 60°44'34" EAST, 179.86 FEET; THENCE NORTH 29°15'26" EAST, 250.00 FEET; THENCE SOUTH 60°44'15" EAST, 98.56 FEET; THENCE NORTH 00°38'14" EAST, 509.37 FEET; THENCE NORTH 00°08'29" WEST, 307.13 FEET; THENCE NORTH 68°47'10" EAST, 275.67 FEET; THENCE SOUTH 10°59'00" WEST, 225.19 FEET; THENCE SOUTH 01°58'00" WEST, 1,154.61 FEET; THENCE SOUTH 18°45'35" EAST, 111.34 FEET; THENCE SOUTH 33°51'49" EAST, 87.83 FEET; THENCE SOUTH 39°29'31" EAST, 25.41 FEET; THENCE SOUTH 53°06'10" EAST, 26.31 FEET; THENCE SOUTH 87°41'25" EAST, 79.28 FEET; THENCE NORTH 78°06'37" EAST, 62.05 FEET; THENCE SOUTH 87°53'19" EAST, 63.34 FEET; THENCE SOUTH 04°13'00" WEST, 144.91 FEET; TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,700.00 FEET AND A CHORD BEARING OF SOUTH 02°41'14" WEST, AND A CHORD DISTANCE OF 90.74 FEET; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 90.76 FEET; THENCE SOUTH 01°09'30" WEST, 10.29 FEET; THENCE NORTH 61°43'58" WEST, 151.31 FEET; THENCE SOUTH 64°17'43" WEST, 173.66 FEET; THENCE SOUTH 16°49'52" EAST, 568.76 FEET; THENCE SOUTH 69°25'34" WEST, 143.01 FEET; THENCE SOUTH 22°42'12" WEST, 434.47 FEET; THENCE NORTH 48°16'34" WEST, 65.91 FEET; THENCE NORTH 24°30'07" WEST, 80.88 FEET; THENCE NORTH 00°38'14" EAST, 332.95 FEET; THENCE NORTH 89°14'55" WEST, 430.96 FEET; THENCE NORTH 57°29'17" WEST, 256.11 FEET; THENCE NORTH 00°34'15" EAST, 123.43 FEET; THENCE NORTH 66°44'08" WEST, 0.01 FEET; THENCE NORTH 00°33'55" EAST, 264.00 FEET; THENCE NORTH 89°26'05" WEST, 104.17 FEET; THENCE NORTH 00°36'09" EAST, 146.22 FEET; THENCE NORTH 89°23'51" WEST, 29.87 FEET; THENCE NORTH, 185.00 FEET; THENCE SOUTH 89°23'51" EAST, 110.01 FEET; THENCE NORTH, 240.01 FEET; THENCE NORTH 13°48'03" EAST, 173.35 FEET; TO THE POINT OF BEGINNING.

CONTAINS 1,563,842.91 SQUARE FEET OR 35.901 ACRES, MORE OR LESS.

EXHIBIT 'B'
STEEPLECHASE 3 FINAL PLAT

EXHIBIT 'C'
DEVELOPMENT STANDARDS FOR STEEPLECHASE 3 SUBDIVISION

1. That this approval is limited to the attached Steeplechase 3 plat, approximating 40.14 acres. If any additional area is added to the subject property, the plat must be amended following standard City procedures.
2. That the Development Agreement between the developer and Draper City be executed prior to recording Steeplechase 3.
3. That public vehicular access is allowed through Carolina Hills Circle in Steeplechase to Corner Canyon, as required by the City.
4. That the Homeowners' Association as created in previous phases of the project be continued to Steeplechase Phase 3.
5. That all required setbacks shall follow the pre-2001 RM zoning designation requirements and phases one and two of the project.
6. That an eight (8) feet wide trail access, per Parks and Trails standards, is placed on the plat between lots 71 and 73. That this trail access is either shown as a lettered lot and dedicated to Draper City OR it shall be shown as a public trail easement to Draper City and a separate public trail easement instrument shall be recorded concurrent with the recording of Steeplechase 3. The maintenance of this trail access shall be the perpetual responsibility of the Steeplechase HOA.
7. That the private lane that accesses from the Aintree Avenue cul-de-sac is limited to accessing lots 71 and 72 only.
8. That the private lane that accesses from the Aintree Avenue cul-de-sac is maintained in common and in perpetuity by the owners of lots 71 and 72.
9. That the plat is revised to re-draw the building envelopes of lots 71 and 72 to reflect the accurate setbacks from the private lane.
10. That lots 49A through 54A are non-buildable. No residential structures, accessory buildings, privacy fences, hardscape, pools, firepits, grading not suitable for 30%+ slopes, or similar improvements shall be constructed within this area. These lots shall maintain their existing natural conditions. Gazebos are allowed.
11. That all lettered lots are owned by the Steeplechase HOA. If the City is required to maintain storm drainage infrastructure on any lettered lots, an easement to do so should be placed on the plat.
12. That on lots 60-62 and 64-70, east of the line labeled Homeowners' Limit of Disturbance (HOLOD), non-habitable accessory structures may be allowed that do not exceed the elevation in height of the primary dwelling on the lot. Home occupation businesses within such structures are prohibited. No cuts and fills exceeding five (5) feet in height are allowed east of the HOLOD line.
13. That the City Engineer presents a positive recommendation regarding the geotechnical and geologic hazards review prior to this application going to the City Council.
14. That the sidewalk within the median of Aintree Avenue be a minimum of four (4) feet in width.
15. That the developer work with Staff to more specifically define the easement areas for all offsite improvements, and the City approve all easement areas, prior to the execution of the Development Agreement.
16. That the developer submits specific revegetation plans for all offsite construction which address existing natural vegetation and trail improvements and which present mitigation measures for revegetating all areas of disturbance and repairing all trails disturbed. These revegetation and mitigation plans shall be in addition to the standard required revegetation plans.
17. That all revegetation plans shall include native vegetation within their plant mix.
18. That a discharge permit is approved by Salt Lake County Flood Control prior to recording of the plat.
19. That the maximum height of any retaining wall is nine feet, per City ordinances.
20. That all conditions of the Engineering Department are continually met and adhered to.

21. That all conditions of the Fire Department are continually met and adhered to.
22. That a street tree plan is submitted to the City for review and approval prior to the recording of the plat. Street trees shall be installed and bonded for in accordance with Title 17 of the Draper City Municipal Code.
23. That a geologic disclosure form is recorded against the title of the subdivision, in a form approved by the City, in accordance with Chapter 9-19 of the Draper City Municipal Code, prior to the recording of the plat.
24. That the plat and construction drawings be amended to accommodate all recommendations from the Parks and Trails Committee, dated December 7, 2005.

EXHIBIT 'D'
DRAPER CITY ORDINANCES 543 AND 607

ORDINANCE NO. 543

8951048
01/15/2004 08:52 AM NO FEE
Book - 8934 Pg - 3333-3337
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
12441 S 900 E
DRAPER UT 84020
BY: ZJM, DEPUTY - MA J.E.

AN ORDINANCE OF THE DRAPER CITY COUNCIL VACATING PORTIONS OF PUBLIC RIGHT-OF-WAY COMMONLY KNOWN AS LOWER CORNER CANYON ROAD WITHIN DRAPER CITY, STATE OF UTAH

WHEREAS, public use of a certain right-of-way known commonly as Lower Corner Canyon Road in Draper City has resulted in the creation of a public street, dedicated by use; and

WHEREAS, the City has received a petition from an owner of the property traversed by Lower Corner Canyon Road requesting vacation of a portion of the same, conditioned upon the property owner providing other sufficient right-of-way; and

WHEREAS, the City Council of Draper City has reviewed the petition for vacation, has considered all issues, and has determined that the vacation will not be detrimental to the general interests of the public; and

WHEREAS, the City Council has caused all required public notices to be given, and has held all required public hearings regarding the proposed vacation;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Vacation. The City Council of Draper City hereby vacates the following described real property previously declared to be public right-of-way, which property is no longer needed for public right-of-way. The property to be vacated is located in Draper City, Salt Lake County, State of Utah, and is more particularly described in Exhibit "A," attached hereto and incorporated herein by reference. It is specifically noted that the vacation of this property is based upon the dedication of other sufficient right-of-way which will allow the public to access the Corner Canyon area of Draper City.

Section 2. Conditional Street Vacation. Subject to and specifically conditioned upon the provisions of Section 3, below, the City Council of Draper City hereby vacates the following described real property previously declared to be public right-of-way, which property is no longer needed for public right-of-way. The property to be vacated is located in Draper City, Salt Lake County, State of Utah, and is more particularly described in Exhibit "B," attached hereto and incorporated herein by reference.

Section 3. Vacation Specifically Conditioned. The vacation of the right-of-way set forth in Section 2, above, is specifically subject to and conditioned upon the recording of the trail easement and construction of the trail from Lot 'G' of Steeplechase Phase 2 through parcels 34-04-200-003, 34-04-200-004, 34-04-200-007, & 34-04-200-011, to connect back up with Lower Corner Canyon Road.

Section 4. Conditional Street Vacation. Subject to and specifically conditioned upon the provisions of Section 5, below, the City Council of Draper City hereby vacates the following described real property previously declared to be public right-of-way, which property is no longer needed for public right-of-way. The property to be vacated is located in Draper City, Salt Lake County, State of Utah, and is more particularly described in Exhibit "C," attached hereto and incorporated herein by reference.

Section 5. Vacation Specifically Conditioned. The vacation of the right-of-way set forth in Section 4, above, is specifically subject to and conditioned upon the recording of the final plat for the Steeplechase Phase 3 Subdivision and the dedication of roadways as shown on the preliminary plat for said subdivision, which roadways will provide an alternative access to the Corner Canyon area of Draper City. In the event the Steeplechase Phase 3 plat does not record by March 31, 2004, Section 2 of this Ordinance shall be null and void and of no further force and effect.

Section 6. Dedication of Easements. The property owner petitioning for the vacation of right-of-way as set forth herein, in exchange for vacation of the public right-of-way, and in consideration of the dedication of alternative right-of-way, shall provide to Draper City easements to allow the public to access the Corner Canyon area of Draper City during all phases of construction of the right-of-way to be dedicated to Draper City for permanent access to the Corner Canyon area. Said easements shall be in a form approved by the City and shall in no way diminish the access rights of the public or any individual. Upon dedication and completion of the permanent right-of-way the City shall vacate the easements granted pursuant to this Section.

Section 7. Rights Not Affected. The action of the City Council vacating portions of the public right-of-way commonly known as Lower Corner Canyon Road, as provided herein, shall operate as a relinquishment of the City's interest therein, provided that nothing herein shall be construed to vacate, impair or otherwise affect any existing real property interest, easement, right-of-way, holding or franchise rights therein of any other property owner.

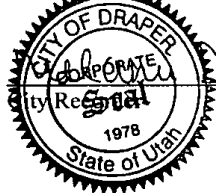
Section 8. Recording. A certified copy of this Ordinance shall be recorded in the office of the Salt Lake County Recorder, State of Utah, and the necessary changes made on the official plats and records of Salt Lake County to accomplish the purpose thereof.

Section 9. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, THIS 25TH DAY OF NOVEMBER, 2003.

DRAPER CITY

ATTEST



Janis

By:

Danell H. Smith
Mayor

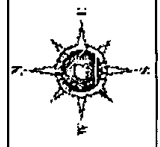
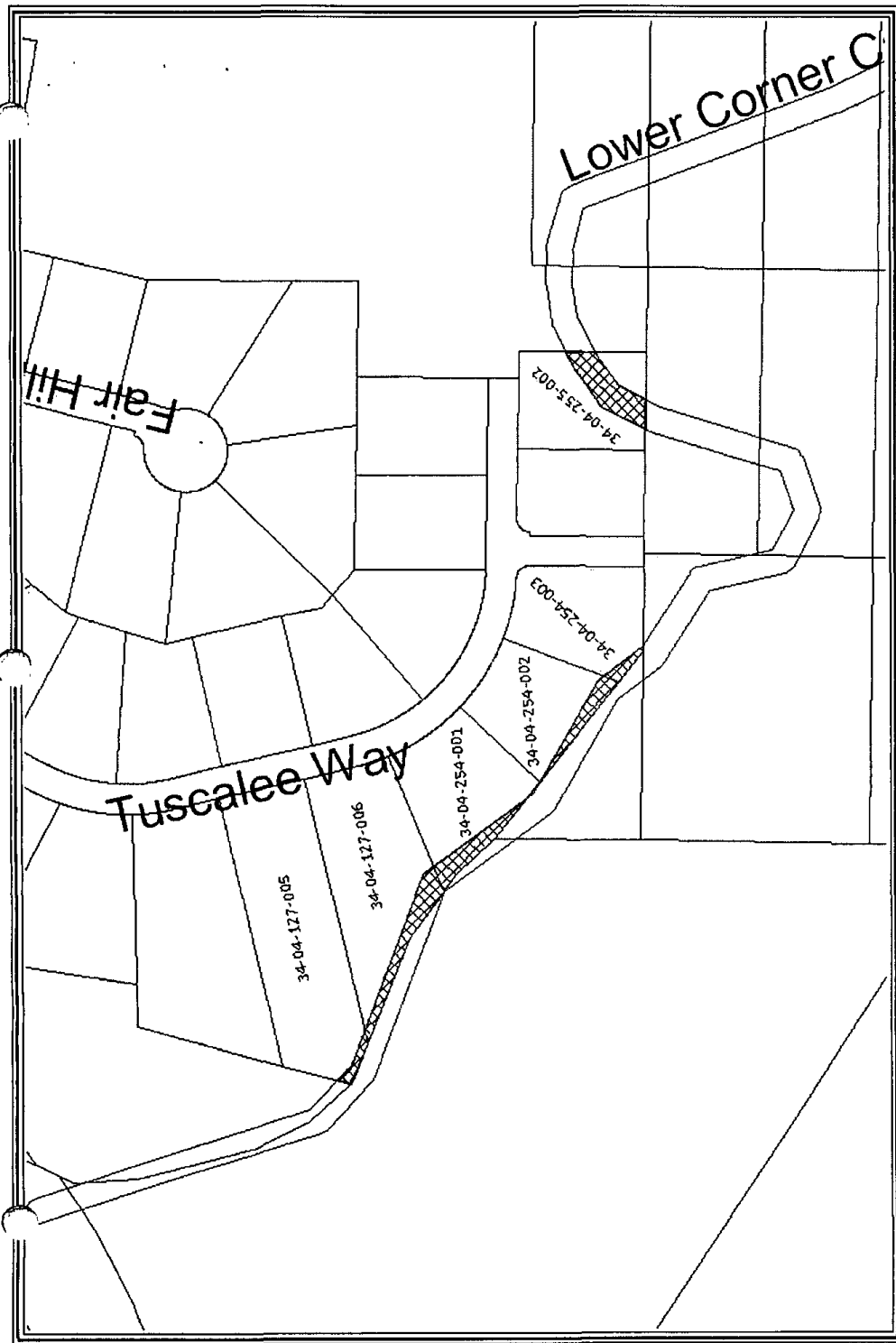
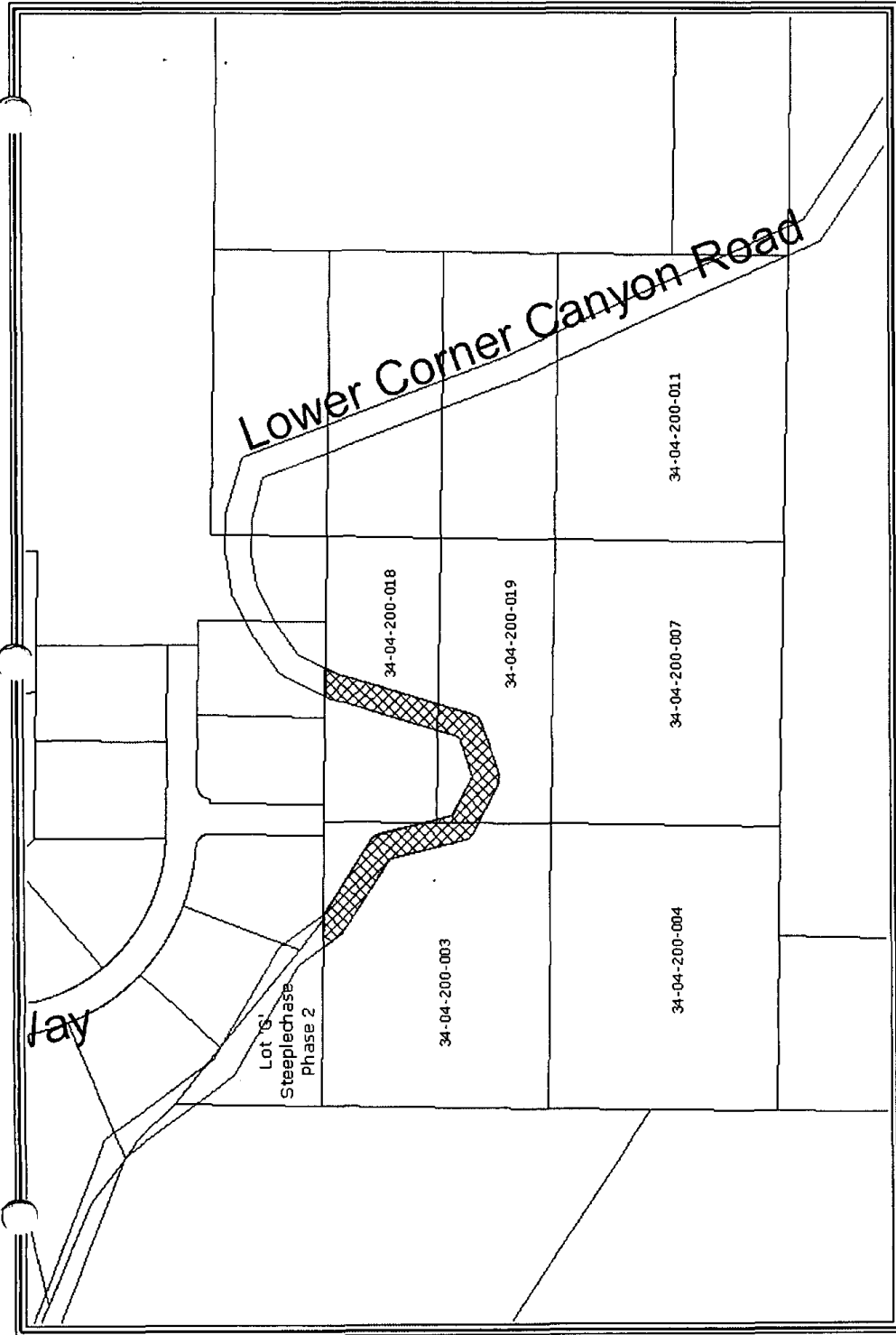



Exhibit 'A'
Ordinance 543
Lower Corner Canyon Road Vacation


Portions of Lower Corner Canyon Road that are vacated per Section 1 of Ordinance 543.






Exhibit 'B'
Ordinance 543
Lower Corner Canyon Road Vacation

Portions of Lower Corner Canyon Road that are vacated per Section 3 of Ordinance 543.



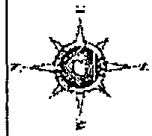
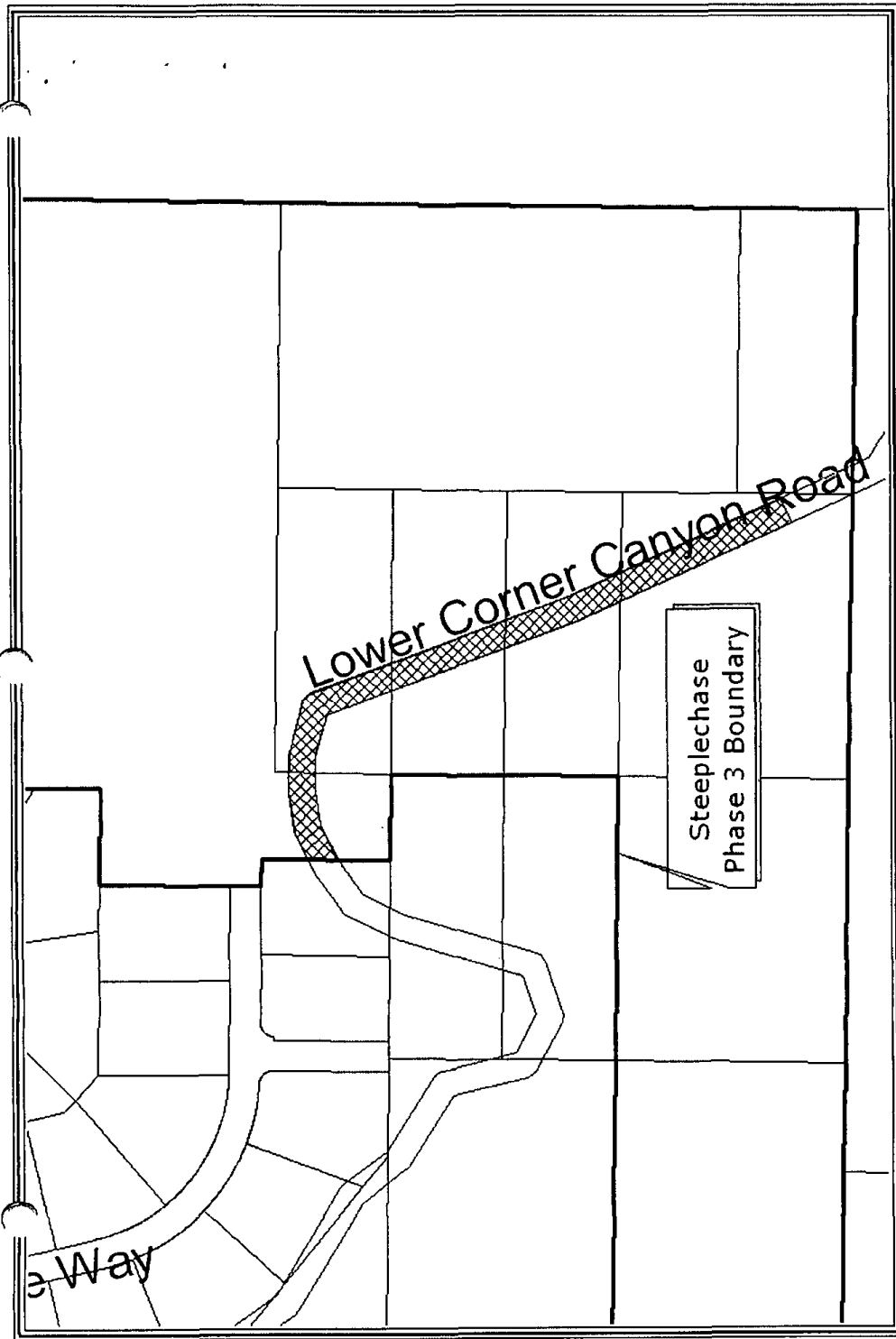


Exhibit 'C'
Ordinance 543
Lower Corner Canyon Road Vacation

Portions of Lower Corner Canyon Road that are vacated per Section 5 of Ordinance 543.



ORDINANCE NO. 607

**AN ORDINANCE OF THE DRAPER CITY COUNCIL AMENDING
ORDINANCE NO. 543 TO CORRECT THE TYPOGRAPHICAL ERROR IN
SECTION 5**

WHEREAS, the Draper City Council, on November 25, 2003, passed and adopted Ordinance No. 543, vacating portions of public right-of-way commonly known as Lower Corner Canyon Road; and

WHEREAS, Section 5 of Ordinance 543, in the final sentence, contained a typographical error, making reference to Section 2 where Section 4 should have been referred to; and

WHEREAS, the Draper City Council desires to correct the error in Ordinance No. 543;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Amendment. Section 5 of Section 543 is hereby amended to read in its entirety as follows:

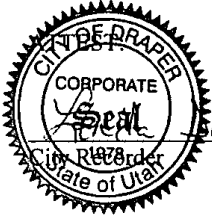
Section 5. Vacation Specifically Conditioned. The vacation of the right-of-way set forth in Section 4, above, is specifically subject to and conditioned upon the recording of the final plat for the Steeplechase Phase 3 Subdivision and the dedication of roadways as shown on the preliminary plat for said subdivision, which roadways will provide an alternative access to the Corner Canyon area of Draper City. In the event the Steeplechase Phase 3 plat does not record by March 31, 2004, Section 4 of this Ordinance shall be null and void and of no further force and effect.

Section 2. Other Provisions Not Affected. The remaining provisions of Ordinance No. 543, shall not be affected by this Amendment, and shall remain in full force and effect. It is hereby affirmed by the Draper City Council that Section 2 of Ordinance No. 543, and the conditional street vacation as set forth therein, are not affected by the typographic error in Section 5 of Ordinance No. 543, and the vacation as set forth in Section 2 of Ordinance No. 543 is hereby affirmed.

Section 3. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 3. Effective Date. This Ordinance shall become effective twenty (20) days after publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, THIS 5TH DAY OF OCTOBER, 2004.



unlawy

DRAPER CITY

By: *Danell Smith*
Mayor

EXHIBIT 'E'
OFFSITE CONSTRUCTION EASEMENT DESCRIPTIONS

