

When Recorded Return To:  
Dianne Aubrey, City Recorder  
10000 Centennial Parkway  
Sandy, UT 84070

Physical Address:  
Waterford School, Phase 5  
1480 East 9400 South  
Sandy, UT 84093

6678614

PUBLIC IMPROVEMENTS DELAY AGREEMENT  
FOR 1700 EAST STREET/9400 SOUTH STREET IMPROVEMENTS

THIS AGREEMENT is entered into this 30<sup>th</sup> day of May, 1997, by and between SANDY CITY, a municipal corporation of the State of Utah, (herein "CITY"), and The Waterford School, herein the "APPLICANT" whose address is 1480 East 9400 South, Sandy, Utah 84093.

WITNESSETH:

WHEREAS, APPLICANT desires:

\_X\_ site plan approval (#96-21)

from CITY for the Waterford School, Phase 5  
(description or name of project)  
location at 1480 East 9400 South  
(Street address of project)

and,

WHEREAS, the terms of the issuance of said permit(s)/approval require APPLICANT to install and complete the following improvements (hereinafter referred to as "the improvements"):

     Specified in Exhibit     , attached hereto and incorporated herein by this reference;

X Described as follows: 33-foot half-width improvements including curb, gutter, sidewalk, parkstrip, roadbase and asphalt as indicated on the said plat and approved plan and profile drawings for 1700 East Street, and written conditions of approval, in accordance with current Sandy City Standard Specifications and Details for Municipal Construction.

Also, in the event that U.D.O.T. does not complete the 53-foot half-width improvements including curb, gutter, sidewalk, parkstrip, roadbase and asphalt as indicated on the said plat and approved plan and profile drawings for 9400 South Street within the five-year period of this agreement, the APPLICANT will complete the improvements upon the request of the Sandy City Engineering Department.

ORIGINAL DOCUMENT  
PROPERTY OF SANDY CITY RECORDERS OFFICE

6678614  
06/27/97 2:54 PM \*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SANDY CITY  
10000 CENTENNIAL PARKWAY  
SANDY, UT 84070  
REC BY: D KILPACK      \*DEPUTY - WI

K7699PG0927

WHEREAS, provision has been made by law whereby APPLICANT may, in lieu of final completion of the improvements prior to development approval, agree to install said improvements at such time as improvements are installed on 9400 South Street by U.D.O.T., and must be installed within five years of the date of this agreement, whichever comes first, or at such time as the CITY notifies APPLICANT that the improvements must be installed, and to have such agreement be a covenant which runs with the land and be binding upon all successors and assigns; and

WHEREAS, the parties hereto expressly acknowledge that the purpose of this agreement is to not only guarantee the proper installation of the improvements named herein, but also among other things, to eliminate and avoid the harmful effects of premature subdivisions and other land developments which may leave property undeveloped and unproductive; and

WHEREAS, the parties expressly acknowledge that the benefits and protections provided by this Agreement shall inure solely to the City and not to third parties including but not limited to lot purchasers, subcontractors, laborers and suppliers.

**NOW, THEREFORE**, in consideration of the promises and other valuable consideration, the parties agree as follows:

1. This Agreement incorporates herein by reference, the approved site plan and all data required by the Land Development Code of the City.
2. This Agreement incorporates herein by reference, the conditions required by the Planning Commission in granting approval for The Waterford School, Phase 5.
3. APPLICANT shall complete the improvements along the 33-foot half-width right-of-way of 1700 East Street as it abuts the Waterford School, Phase 5 property and as it accesses the remainder of APPLICANT'S property including curb, gutter, sidewalk, parkstrip, roadbase and asphalt, and all other improvements determined to be necessary by the Sandy City Engineering Division for the project (shown for illustrative purposes on Exhibit A, attached hereto and by this reference made a part hereof) at the time that 9400 South is widened by U.D.O.T. fronting APPLICANT'S property or within five years from the date of this agreement.
4. In the event U.D.O.T. does not complete the improvements along the 53-foot half-width right-of-way of 9400 South Street as it abuts the Waterford School, Phase 5 property as planned, the APPLICANT shall complete the improvements upon the request of the Sandy City Engineering Department.
5. The street dedication and improvements will be carried out in accordance with plans and profiles stamped and approved by the Sandy City Engineering Department.

JK 7699 PG0928

6. This Agreement shall run with the land and shall be binding upon any heirs, successors and assigns of APPLICANT and a copy of this Agreement shall be filed in the office of the Salt Lake County Recorder to provide notice to all subsequent holders of the property of the obligation and a copy of the recorded document shall be filed by APPLICANT with the City Planning Division.

7. APPLICANT agrees to indemnify and hold CITY, its officers, agents and employees, harmless from any and all liability which may arise as a result of the installations of the improvements.

8. APPLICANT agrees to leave in place 10% (\$11,750.40) of the cash bond currently in effect with the City for the Waterford School, Phase 5 development until such time as the street improvements are completed by UDOT and/or the APPLICANT and are inspected and accepted by the City. (All other bonded improvements for the Waterford School, Phase 5 development covered by the original bond will receive a final inspection by the City one year after the date the 90% release is granted. When all improvements have been accepted by the inspectors, a letter of acceptance will be provided to the APPLICANT. However, no bond funds will be released at that time.) This guarantee shall be in effect until released in writing by the CITY. The CITY may require the improvements to be installed at any time and the APPLICANT shall install the improvements. If the CITY has not required the improvements to be installed within the five-year period and the APPLICANT or UDOT has not installed the improvements, the APPLICANT will pay to the CITY the costs of the improvements as established by the guarantee or, if the APPLICANT fails to make payment, the CITY may make demand upon the guarantee.

9. Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part to be performed, at the time fixed for the performance of such respective obligations by the terms of this Agreement, the other party may declare the other party in default of its obligations herein and pursue any and all remedies it may have either in equity or at law.

10. Wherever the term "APPLICANT" is used herein, it shall also refer to all successors and/or assigns of APPLICANT.


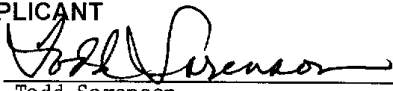
11. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by CITY ordinances in effect at the time of the execution of this agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement reasonably necessary to protect the health, safety and welfare of the citizens of CITY, shall also apply to the subdivision or development which is the subject of this Agreement.

SK 7699PG0929

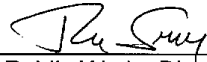
12. The making and execution of this Agreement has been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter herein. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

13. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

**WHEREUPON**, the parties hereto have set their hands the day and year first above written.

  
APPLICANT  
By:   
Todd Sorenson  
Title: \_\_\_\_\_  
Bursar, Waterford School

**Approved as to content:**


By:  \_\_\_\_\_ Date: 5-2-97

Public Works Director

By:  \_\_\_\_\_ Date: 5/2/97

Transportation Engineer

**Approved as to form:**

By:  \_\_\_\_\_ Date: 6/9/97

City Attorney

7699PG0930

(Complete if Applicant is a Corporation)

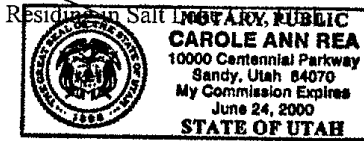
STATE OF UTAH )  
 : ss  
County of Salt Lake )

On this 30 day of May, 1997, personally appeared before me  
Todd Sorenson who being by me duly sworn, did say that he/~~she~~ is  
the Bursar, Waterford School of Waterford School, a  
non Profit DE corporation, and that the foregoing instrument was signed  
in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to  
me that said corporation executed the same.

My Commission Expires:

June 24, 2000

Carole Ann Rea  
NOTARY PUBLIC



3K7699PG0931

**EXHIBIT A**

**APPROVED SITE PLAN FOR  
WATERFORD SCHOOL, PHASE 5  
1480 EAST 9400 SOUTH  
SANDY, UTAH**

**JK 7699PG0932**

**PARCEL 2:**

The North half of the Northeast quarter of the Northwest quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

LESS AND EXCEPTING therefrom the following:

BEGINNING at a point North  $89^{\circ}53'28''$  East 1312.37 feet and South  $0^{\circ}13'23''$  West 33.0 feet from the Northwest corner of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point lying on the West boundary line of the David H. Huish property, and said point of beginning also being South  $0^{\circ}13'23''$  West 33.0 feet from the Northwest corner of the Northeast quarter of the Northwest quarter of Section 9; thence South  $0^{\circ}13'23''$  West along the property line 82.0 feet; thence North  $89^{\circ}53'28''$  East 50.0 feet; thence North  $0^{\circ}13'23''$  East 82.0 feet; thence South  $89^{\circ}53'28''$  West 50.0 feet to the point of BEGINNING.

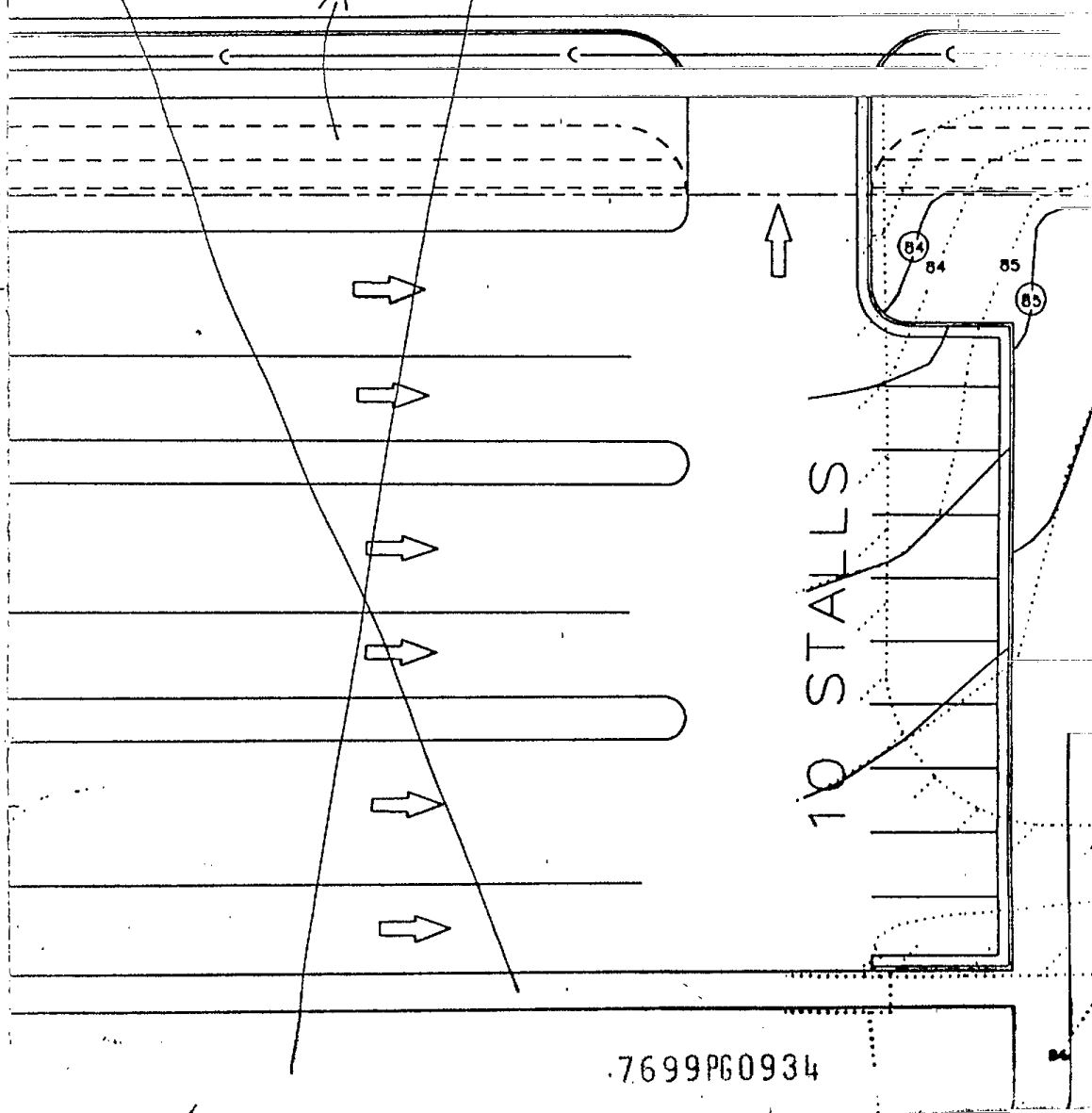
ALSO LESS AND EXCEPTING the following:

BEGINNING at a point which is North  $89^{\circ}53'28''$  East 1312.37 feet from the Northwest corner of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian; said point being the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 9; and running thence North  $89^{\circ}53'28''$  East 669.77 feet; thence South  $00^{\circ}13'23''$  West 650.37 feet; thence South  $89^{\circ}53'28''$  West 669.77 feet to a point on the West line of the Northeast quarter of the Northwest quarter; thence North  $00^{\circ}13'23''$  East 535.37 feet; thence North  $89^{\circ}53'28''$  East 50.00 feet; thence North  $00^{\circ}13'23''$  East 82.00 feet; thence South  $89^{\circ}53'28''$  West 50.00 feet; thence North  $00^{\circ}13'23''$  East 33.00 feet to the point of BEGINNING..

SIDWELL # 28-09-126-017

K7699P60933

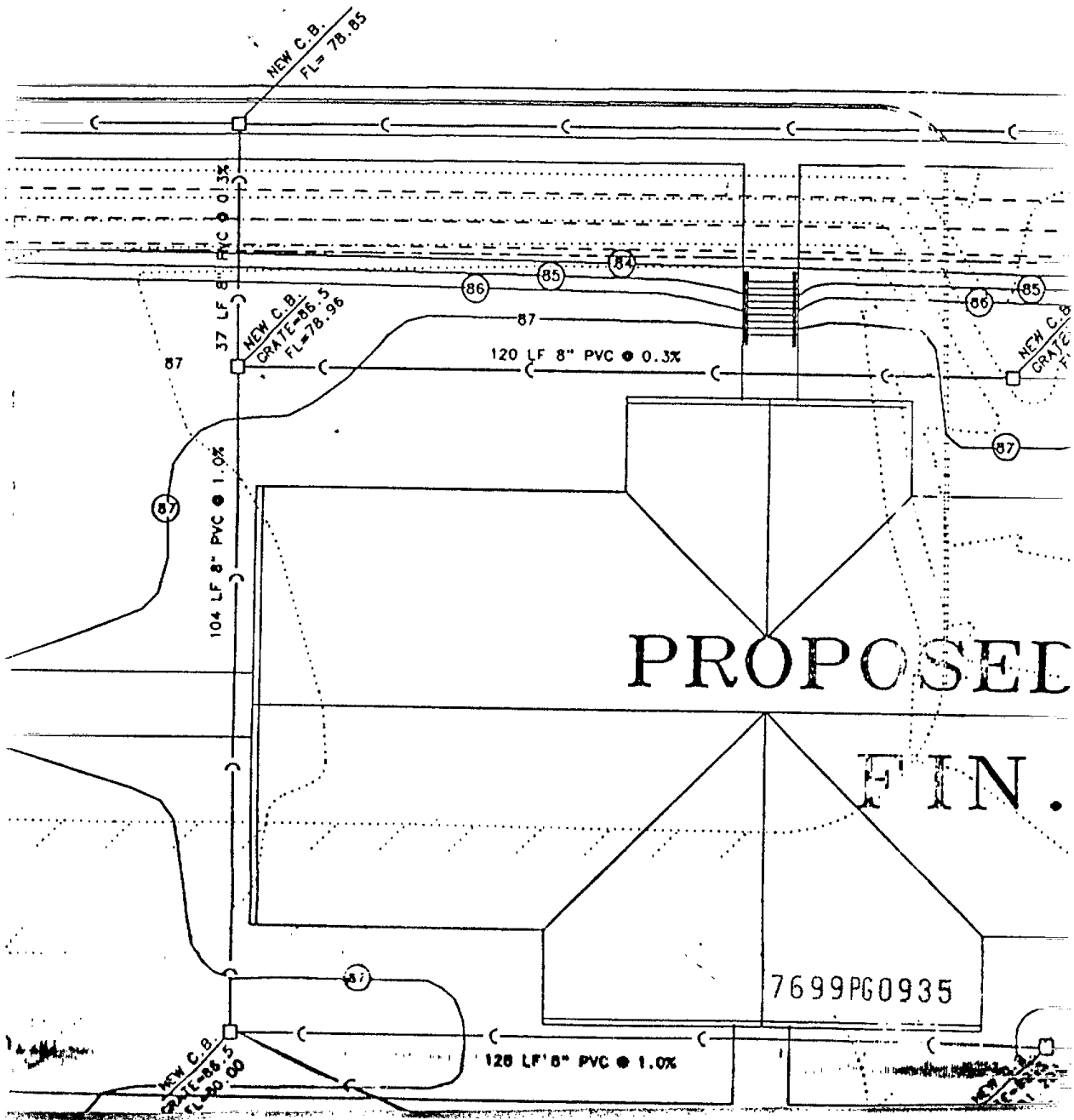
DEVELOP  
APPROVED  
PLAN PER  
MASTER



7699PG0934



9400



TH STREET

EXISTING C.B.  
FL= 79.28

81

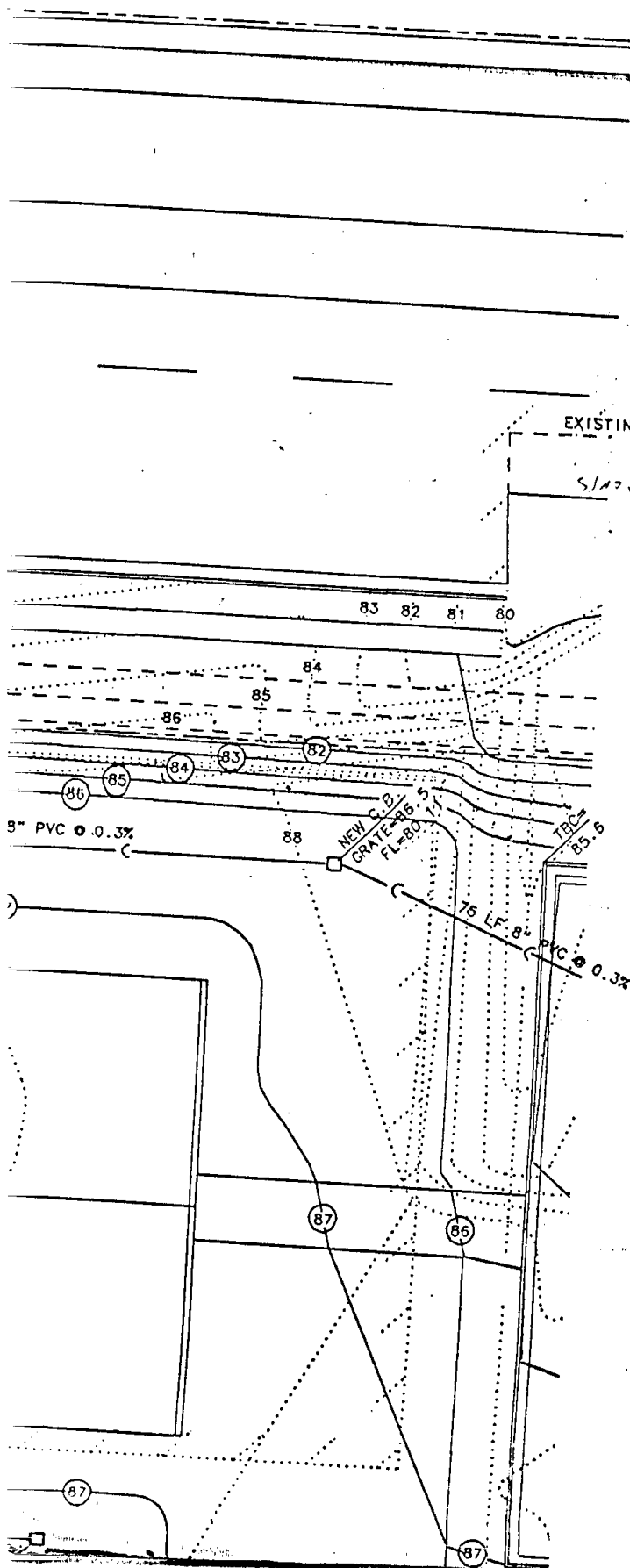
125 LF 8" PVC @ 0.3%

NEW C.B.  
GRATE # 2  
FL= 79.70

CLASSROOM BUILDING

EL. = 88.0

17699PG0936



EXISTING EDGE OF ASPHALT

NO IMPROVEMENTS  
100'S FT  
TYPICAL

83 82 81 80

84

85

86

84

85

8\"/>

NEW C.B.  
GRAPE-86.5  
FL=80.17

TBC-85.6

75 LF. 8\"/>

PVC 0.3%

87

85

87

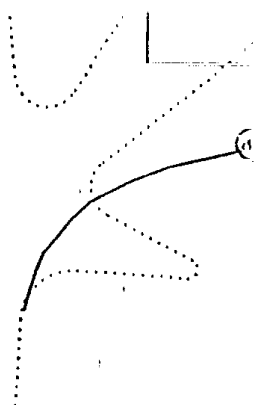
87

(7699PG0937

DESIGN/NUMBER

STORMWATER  
DESIGN  
NO. 100'S FT  
TYPICAL

*[Signature]* \_\_\_\_\_ Date *3/27/96*  
 Planning Dept  
*[Signature]* \_\_\_\_\_ Date *4/1/96*  
 Community Development Director  
*[Signature]* \_\_\_\_\_ Date *3/27/96*  
 Public Works Director



**CONDITIONS OF APPROVAL**  
 (To be completed prior to occupancy of bonded lot)

DEVELOPER AGREES TO COMPLY WITH ALL PROVISIONS OF THE SANDY CITY DEVELOPMENT CODE WHICH APPLY TO THIS PROJECT

Developer agrees to comply with all provisions of the Sandy City Development Code, Ordinance 1987, Plan Review, Design Review and all other applicable provisions of the code, including but not limited to: landscaping, streetscape (including street trees), storage areas, screening at district boundaries (where required), lighting (with proper shielding), signs and mechanical equipment screening.

**ALL AREAS SHALL BE LANDSCAPED AND SPRINKLED. TREES SHALL BE AT LEAST 2 INCHES IN CALIBER**

DEVELOPER SHALL CONTACT THE ENGINEERING DEPARTMENT PRIOR TO POURING OF CONCRETE FOR ON- AND OFF-SITE IMPROVEMENTS SO THAT ARRANGEMENTS FOR PROJECTIONS CAN BE MADE.

**SEPARATE PERMITS SHALL BE OBTAINED FOR ANY SIGNS.**

**NO FREE-STANDING SIGNS PERMITTED**

All roof mounted mechanical equipment must be screened from view from all adjacent roads and properties with one continuous architecturally designed roof screen or increased parapet height.

4K7699960938

6 11

195 LF 8" PVC @ 1.0%

57

EXISTING  
QUAD

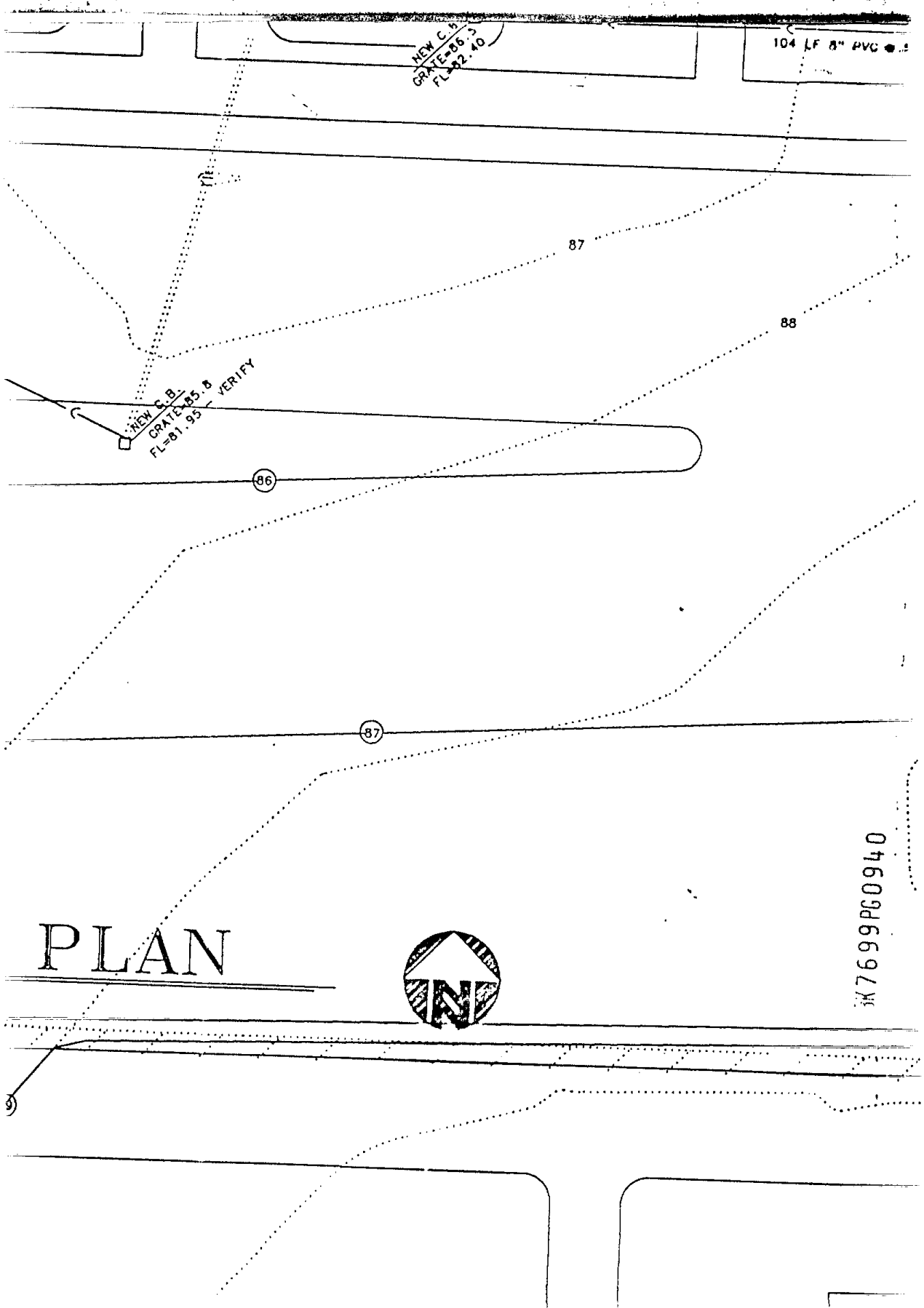
57

WEST DRAINAGE

SCALE: 1" = 20'-0"

58

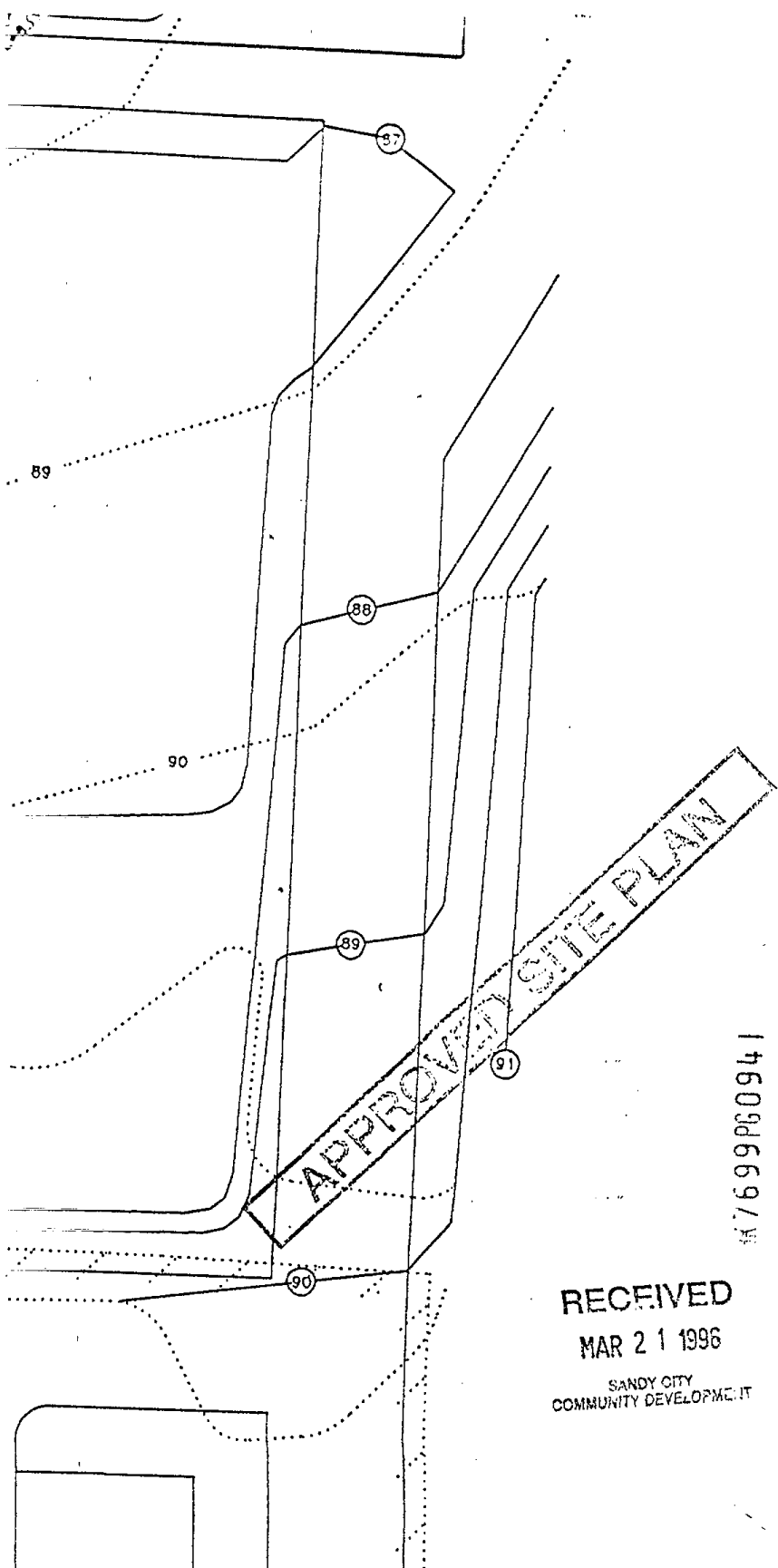
PK 7699PG0939



PLAN



3K7699PG0940



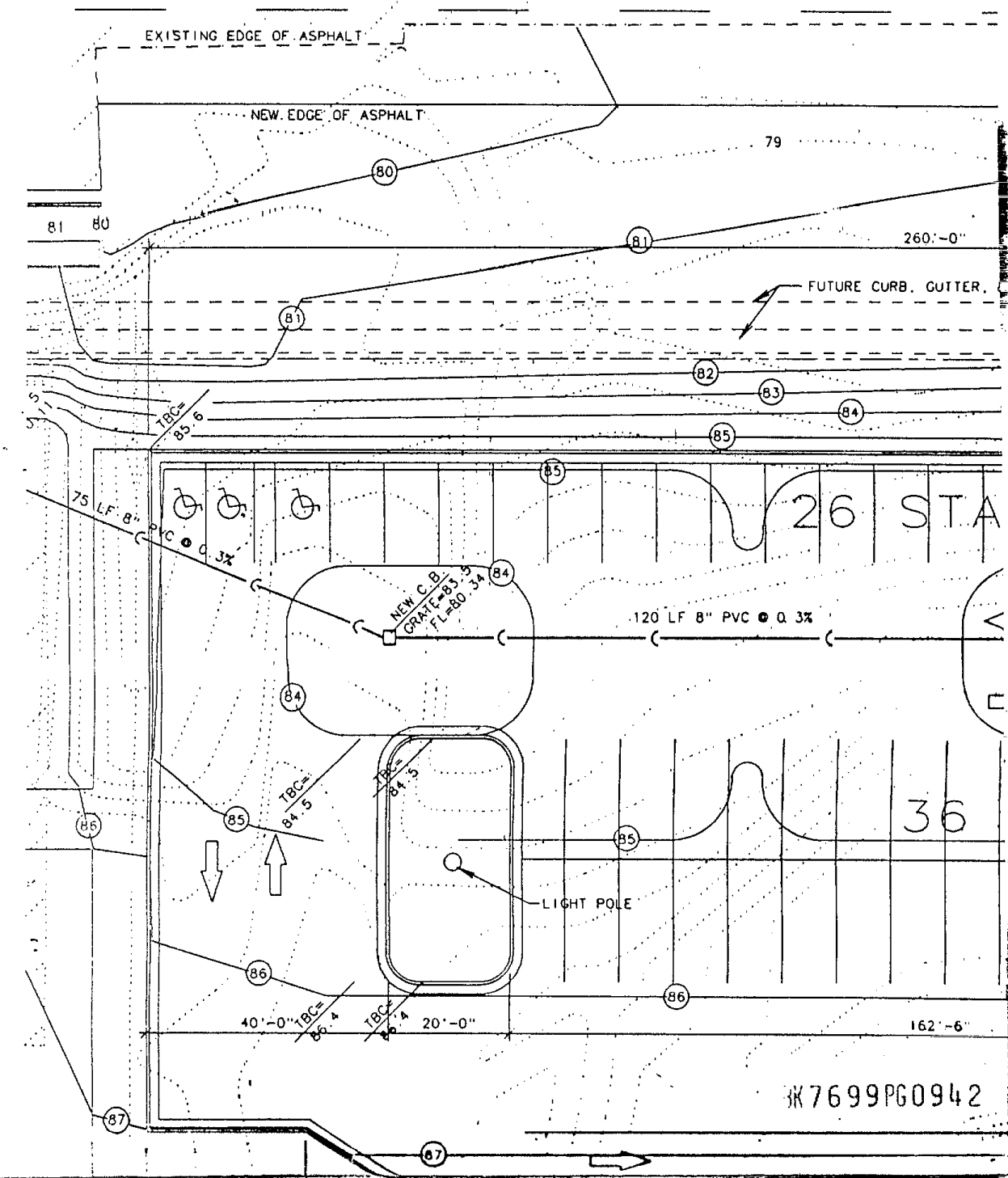
#7699PG0941

RECEIVED  
 MAR 21 1996  
 SANDY CITY  
 COMMUNITY DEVELOPMENT

PROJECT: WATKINSON SCOTT

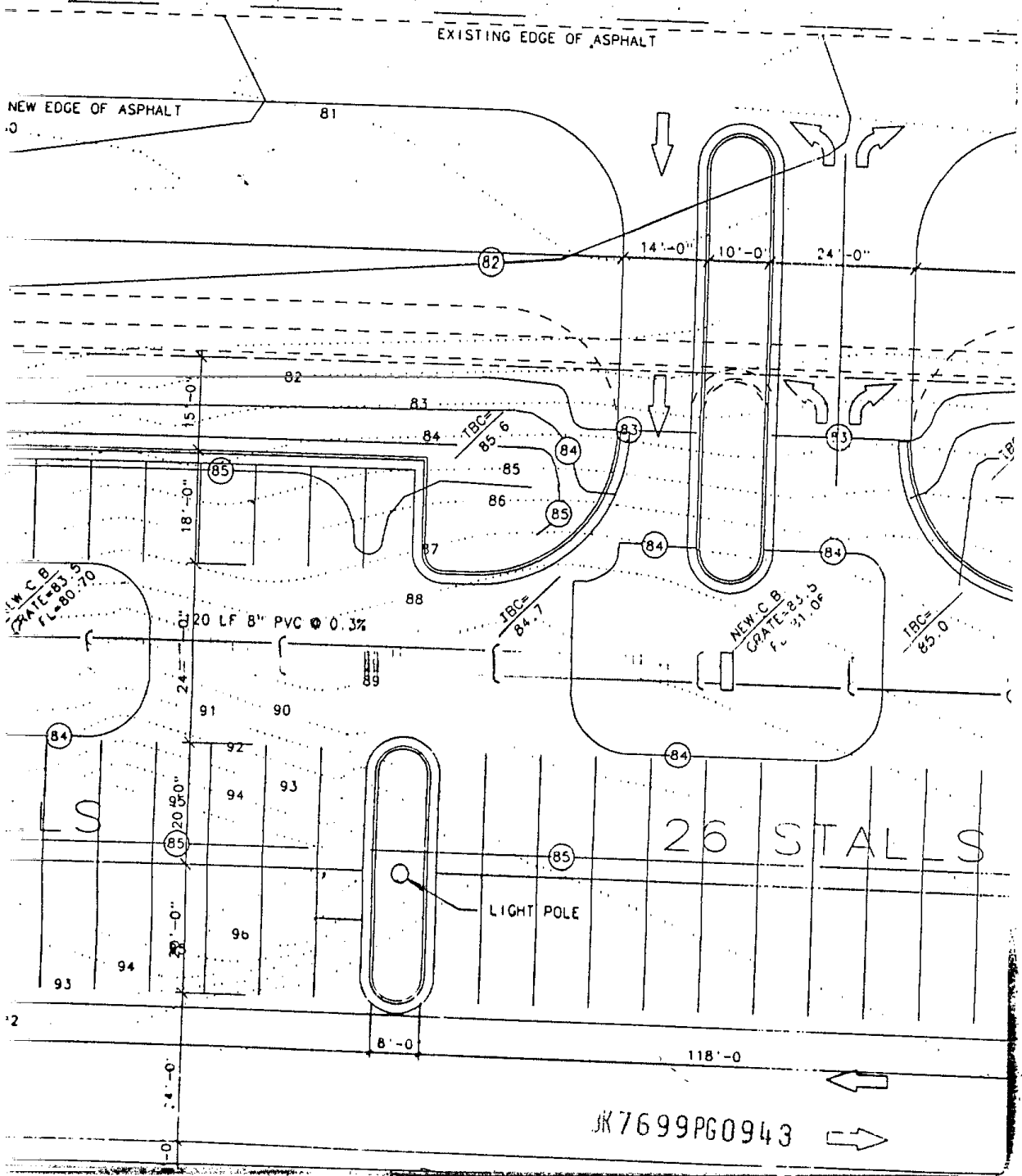
DEVELOPER: J. J. DEVLORP  
 REAL ESTATE DEVELOPMENT CORP.

SECTION: A-1  
 OF: 1  
 DATE: 2/17/96

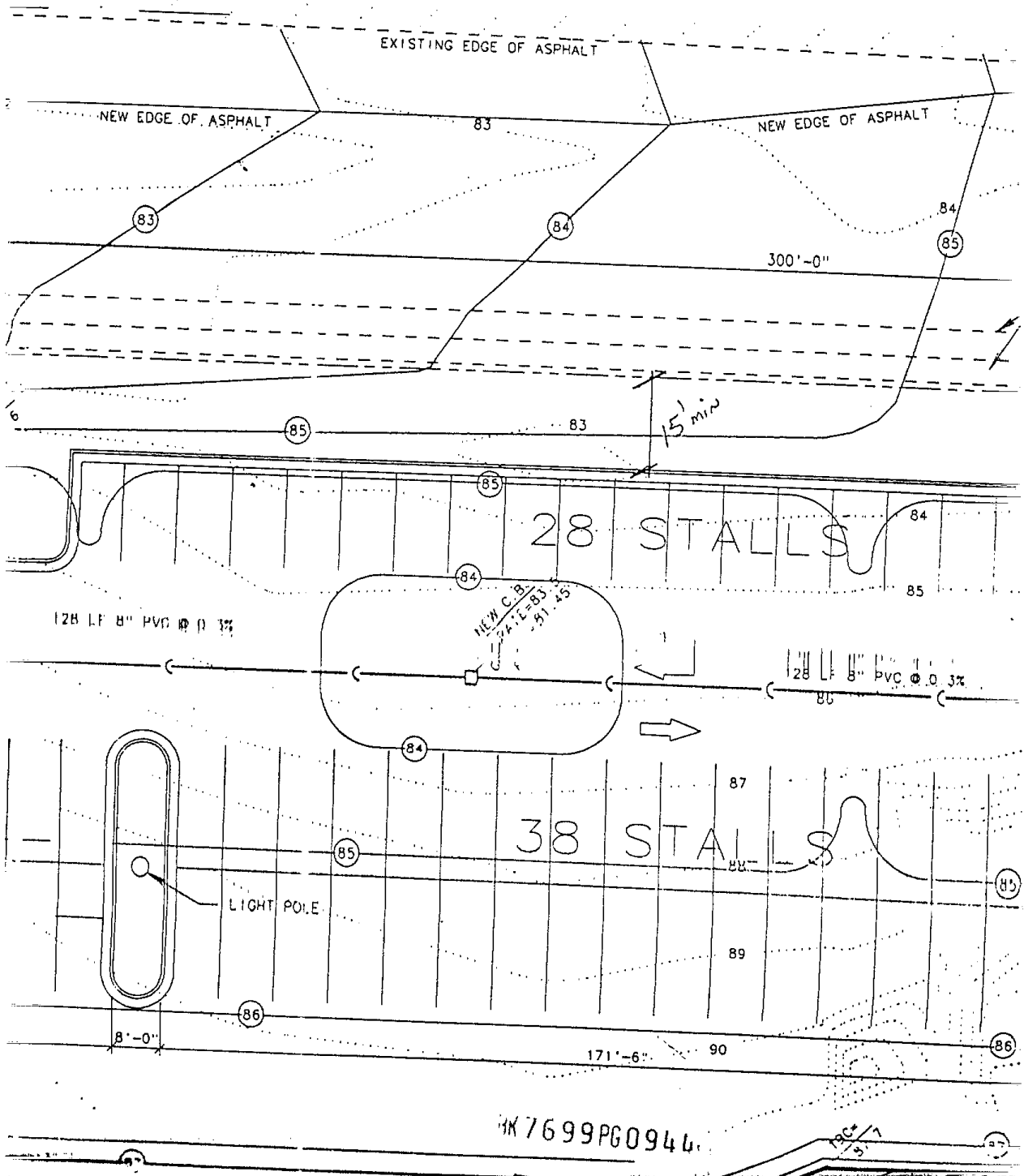


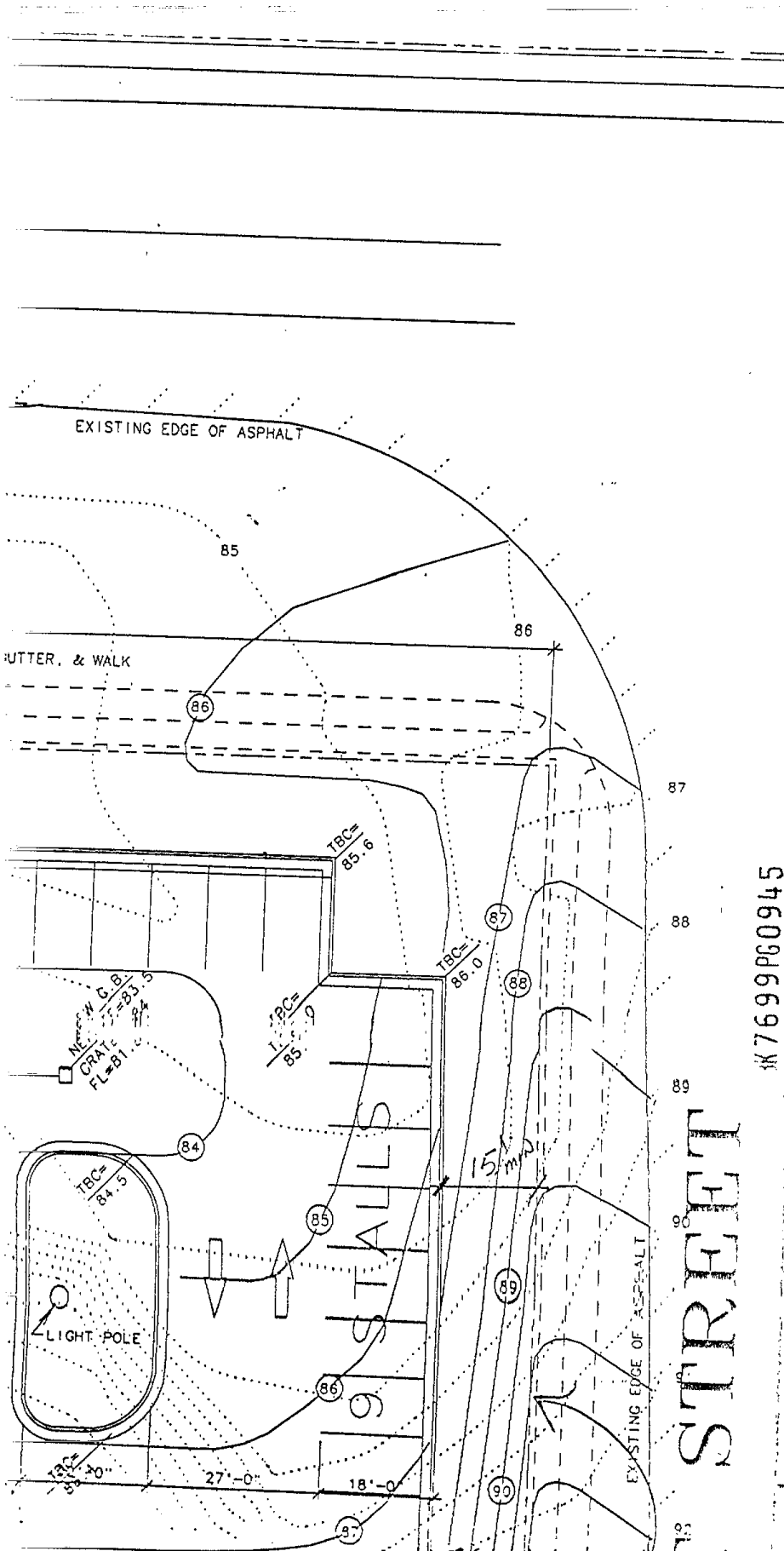


# 9400 SOUTH



# STREET

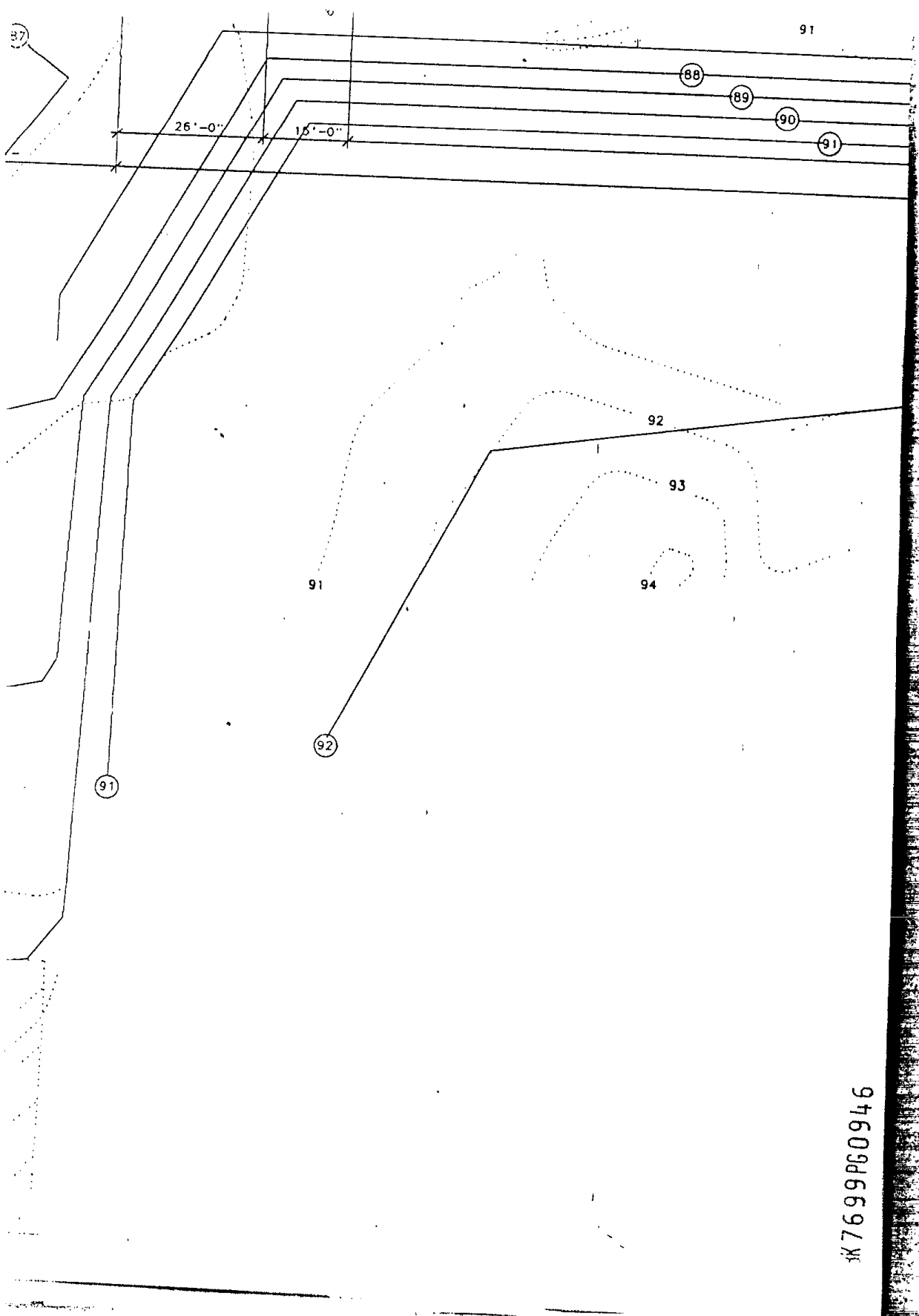




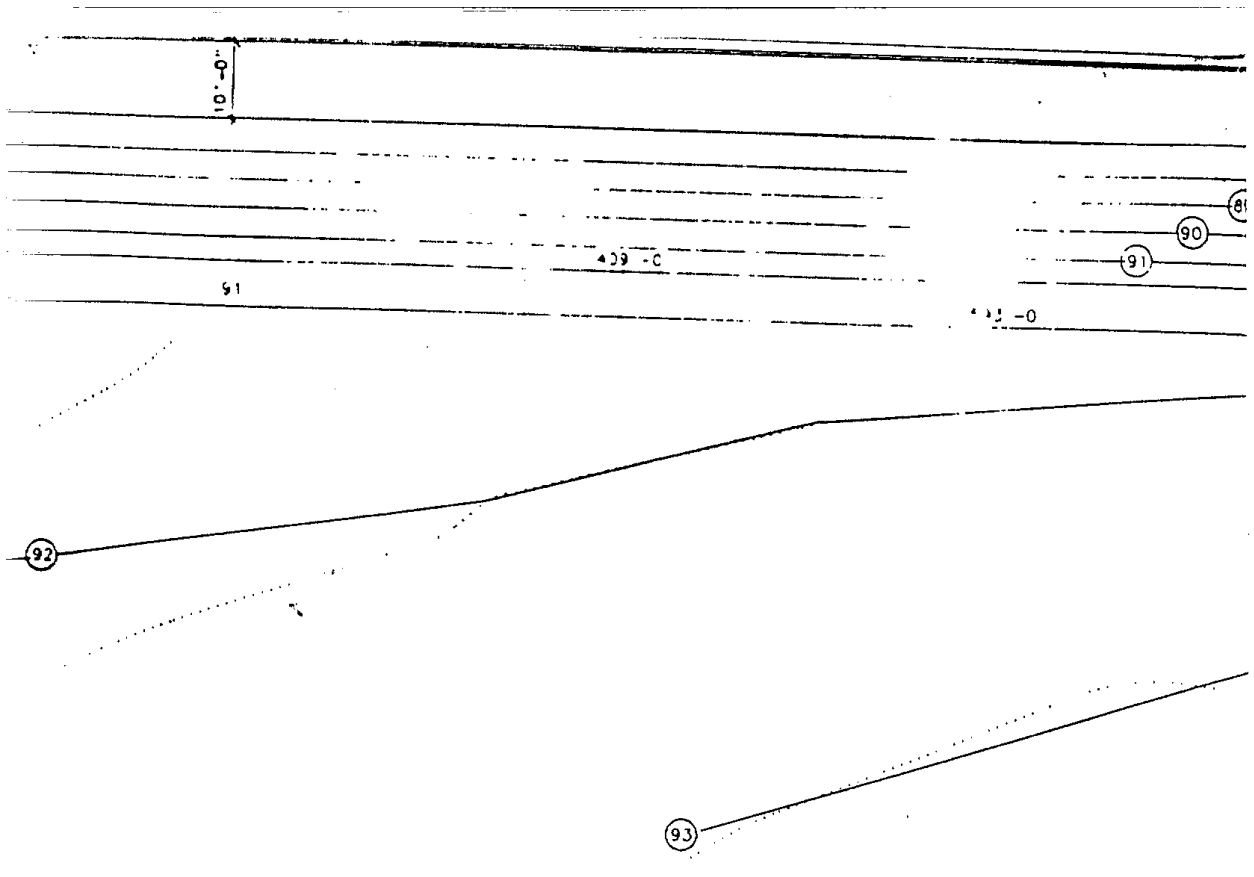
ARCHITECT  
 C. M. ...

7699PG0945

DESIGN/OWNER  
 ...

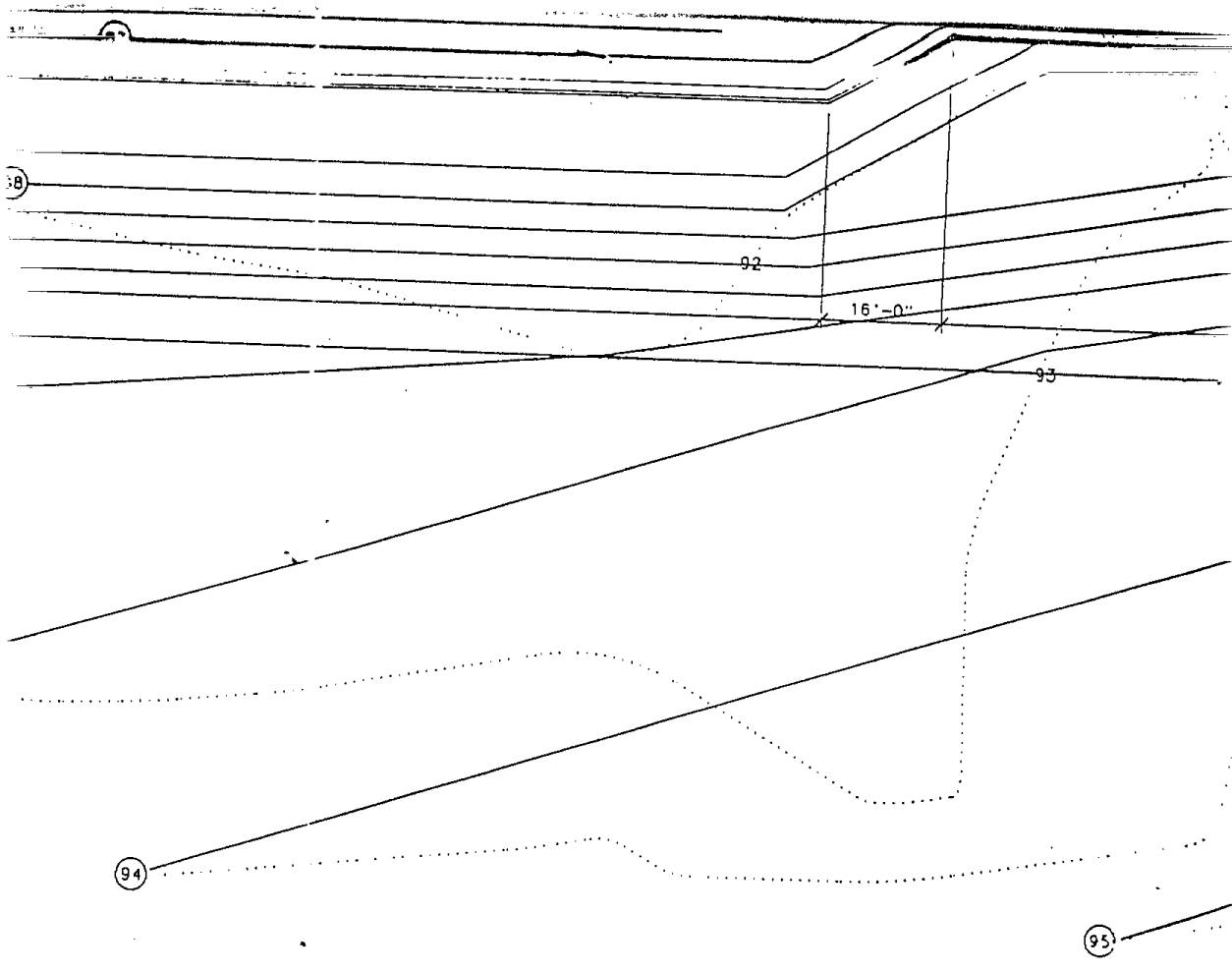


7699PG0946



EAST DRAINAGE  
SCALE: 1" = 20'-0"

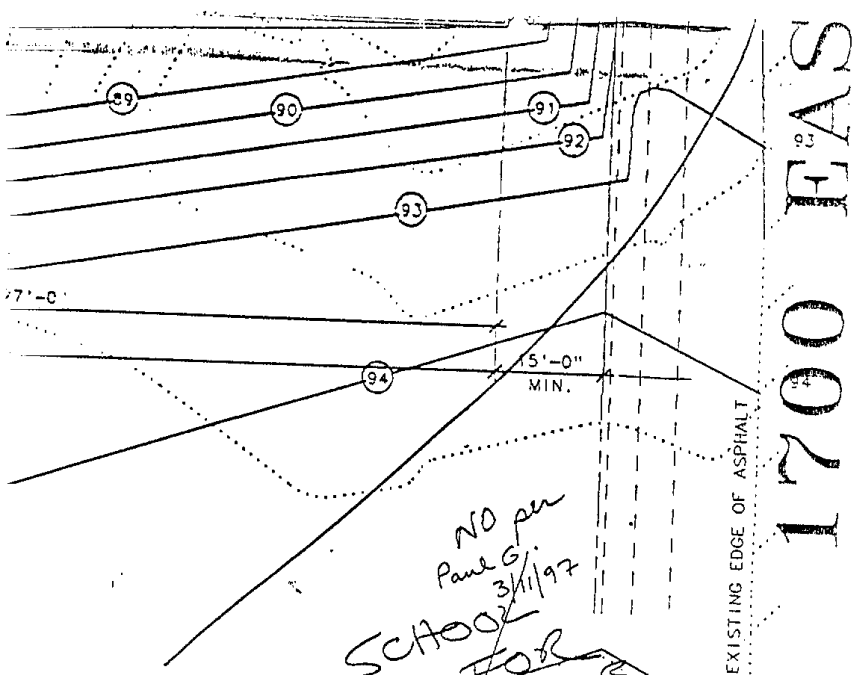
67699PG0947



PLAN



B-7699PG0948



NO per  
Paul G.  
3/11/97

WATERFORD SCHOOL  
RESPONSIBLE FOR  
COMPLETION OF CURB,  
GUTTER, SIDEWALK,  
PAVEMENT, FRONT 15'  
LANDSCAPE AND STREETSCAPE  
ALONG 1700 EAST  
STREET. TREES TO BE  
SAME AS 9400 SOUTH  
(GENERAL QUEEN MAPLES,  
2" CALIPER 30' D.C.)

1700 EAS

PROJECT

WATERFORD SCHOOL

1700 E. 1700 N.

DEVELOPER

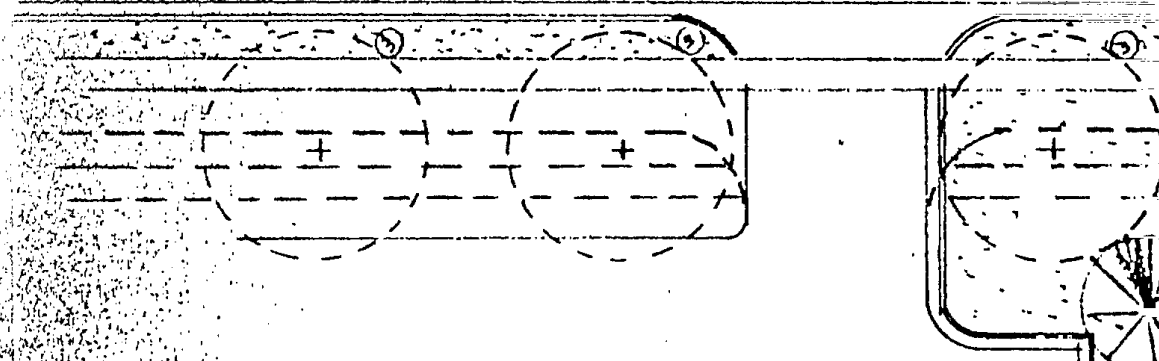
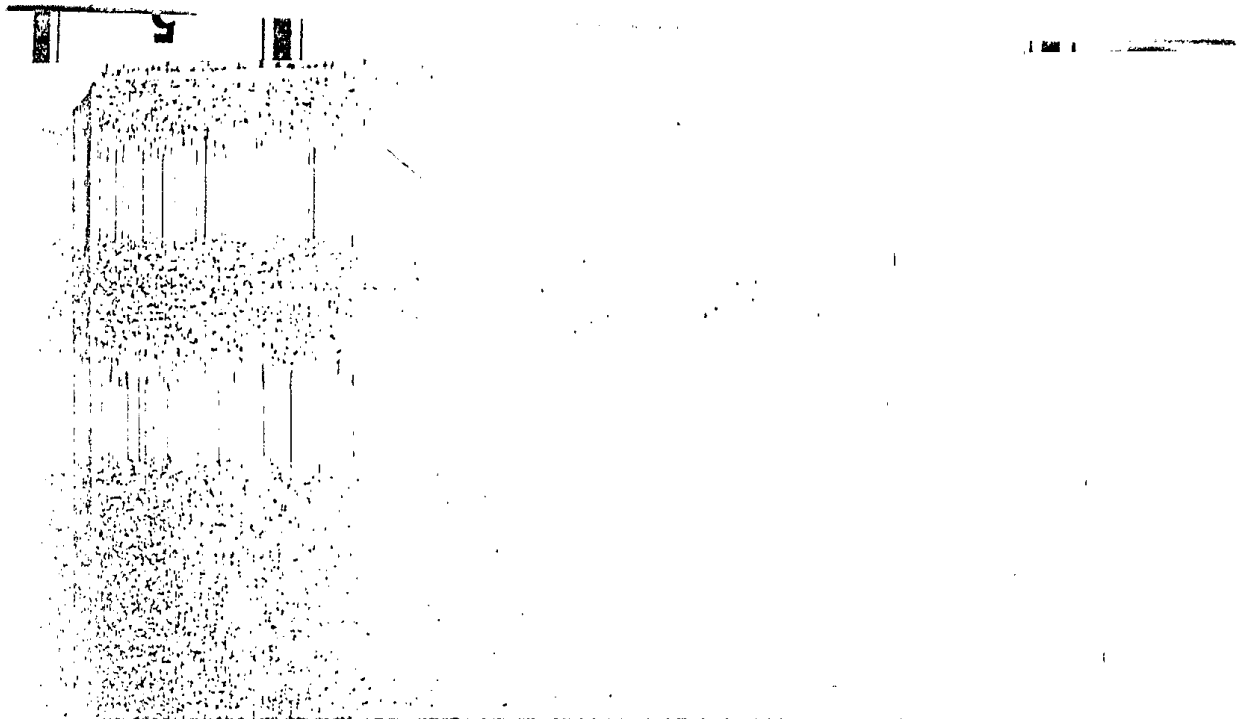
3-DEVELOPER  
REAL ESTATE DEVELOPMENT & SALES  
A SECURED COMPANY

1700 EAST 1700 NORTH  
1700 EAST 1700 NORTH

SHEET

A. S. D.  
OF

JK7699PG0949



3K7699PG0950



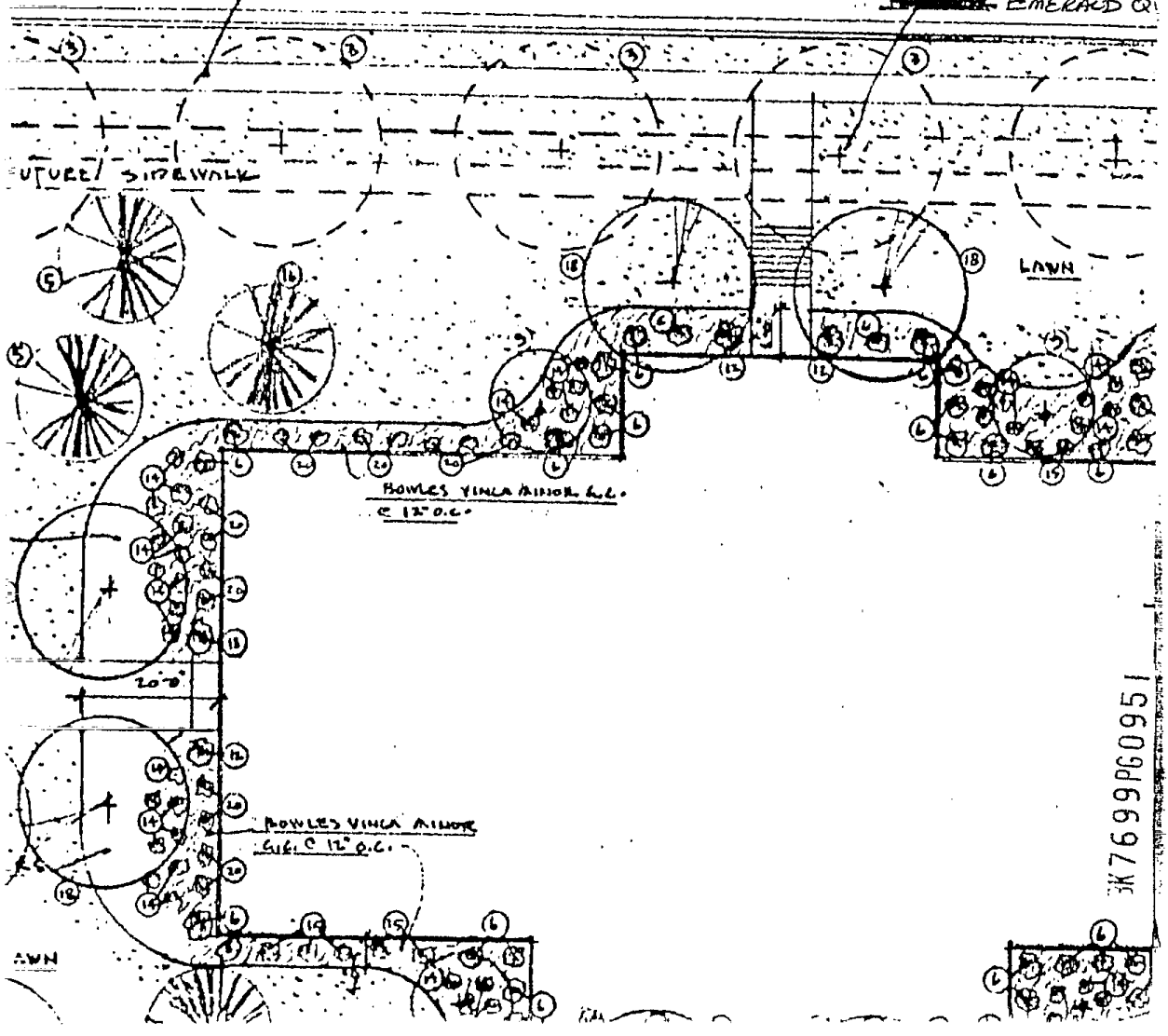
1881

EXIST. CURB

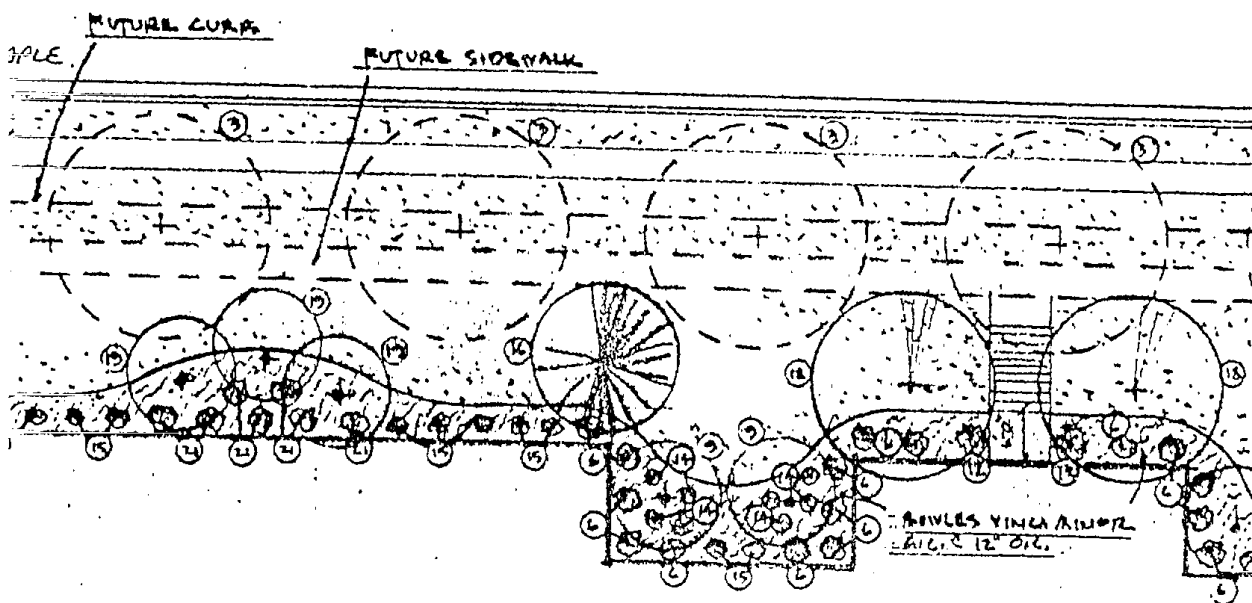
EXIST. SIDEWALK

TREES TO BE PLANTED FULL CURB/SIDEWALK RELOCATION

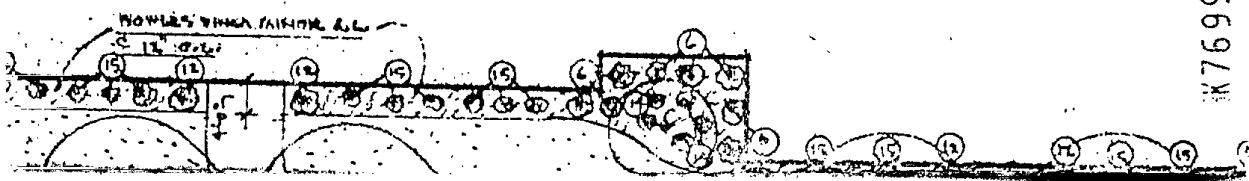
FUTURE PLANTING 2' CAN. EMERALD Q.



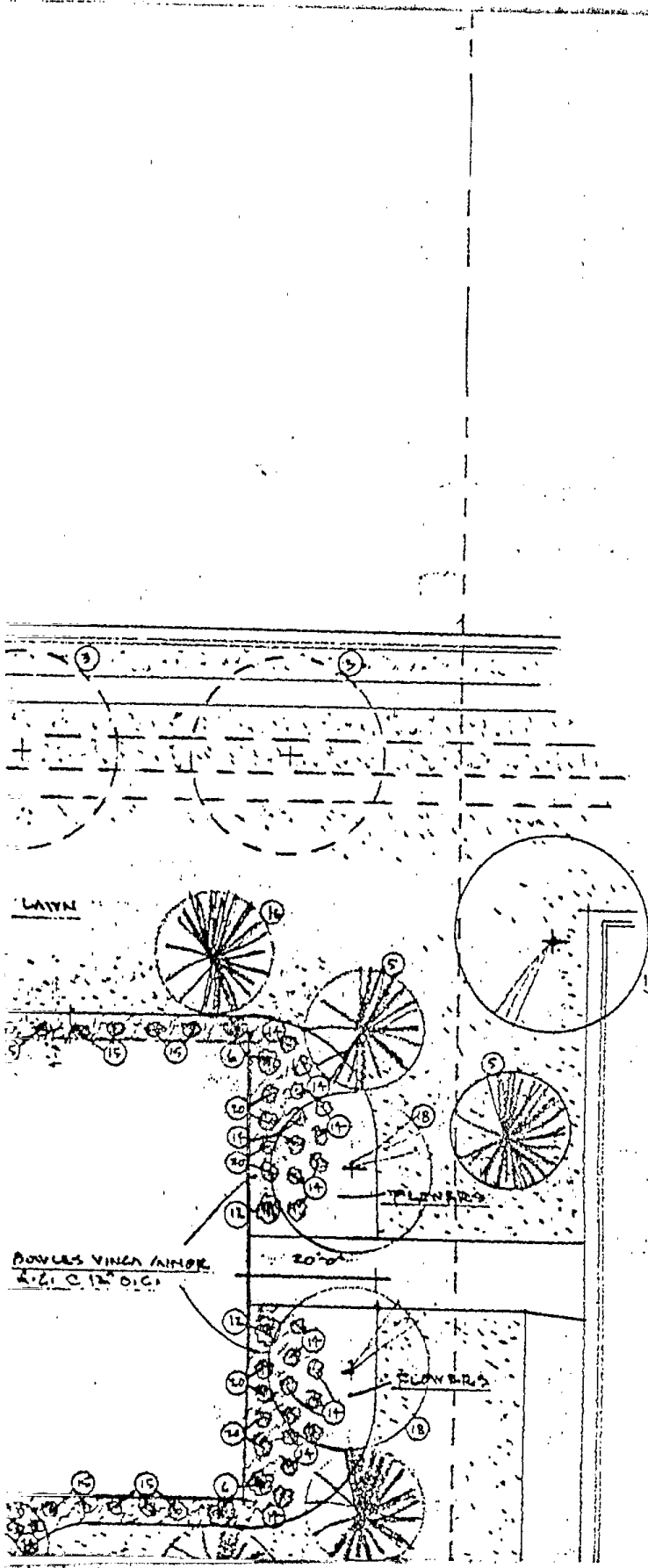
3K7699PG0951



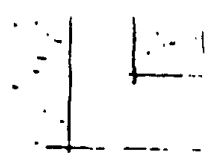
CLASSROOM BUILDING



7699PG0952



7699PG0953



K7699PG0954

THESE DRAWINGS AND  
IDEAS ARE PROPERTY OF  
KENT TOPPING ASSOCIATES AND  
SHALL BE KEPT IN CONFIDENCE AND  
NOT REPRODUCED OR  
TRANSMITTED IN ANY FORM OR BY ANY  
MEANS, ELECTRONIC OR MECHANICAL,  
INCLUDING PHOTOCOPYING, RECORDING,  
OR BY ANY INFORMATION STORAGE AND  
RETRIEVAL SYSTEM, WITHOUT THE  
WRITTEN PERMISSION OF KENT TOPPING  
ASSOCIATES.

# *A Mountain Country Garden®*

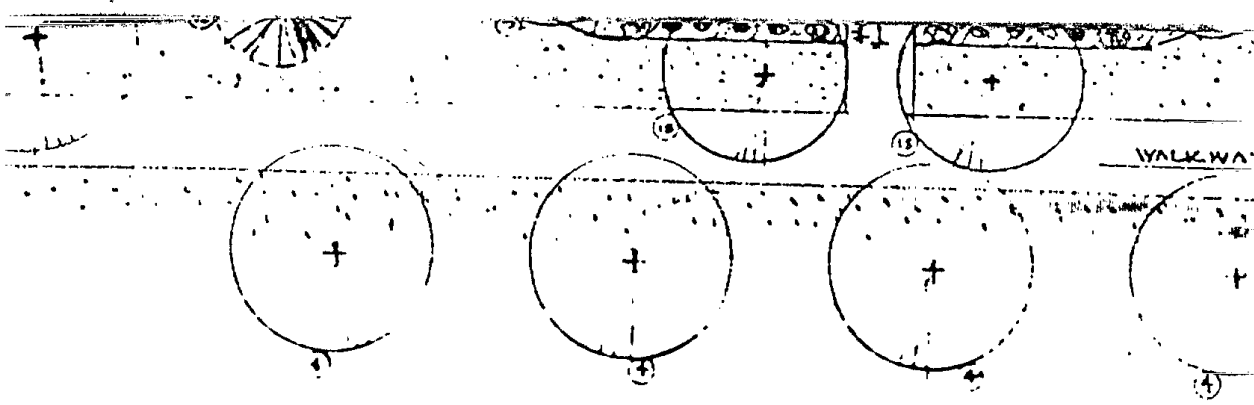
LANDSCAPE DESIGN & PLANNING • INTERIOR / EXTERIOR RENOVATION DESIGN

KENT TO  
3048 KENTUCKY  
SALT LAKE CITY  
801-377-1114

AUTHORIZATION OF DATE: \_\_\_\_\_

1 53 1

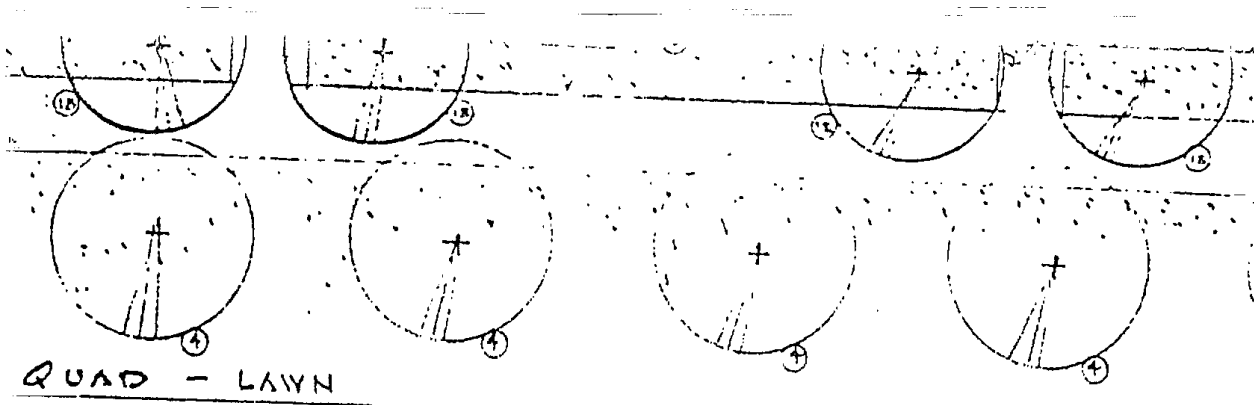
LANDSCAPE DESIGN & PLANNING, INTERIOR / EXTERIOR RENOVATION DESIGN



LANDSCAPE  
SCALE: 1"

#7699PG0955

SSOCIATES	SHEET DESCRIPTION	DATE
	WATERFORD SCHOOL 1480 E. 9400 SO	2/96
		SHEET NO.
		5



QUAD - LAWN

PLAN

K7699P60956

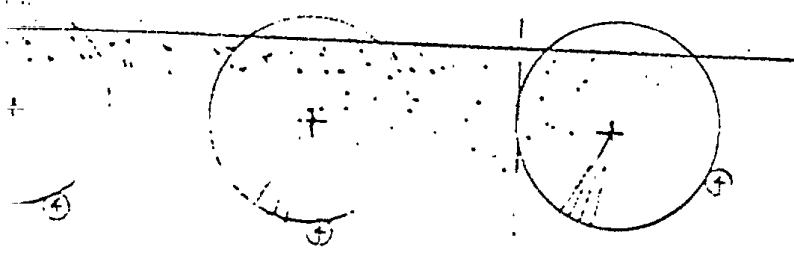
THESE DRAWINGS AND  
 IDEAS ARE PROPERTY OF  
 KENT TOPHAM ASSOCIATES AND  
 MAY BE USED OR REPRODUCED  
 ONLY WITH THE CONSENT AND  
 AUTHORIZATION OF SAME.

*A Mountain Country Garden*

KENT TOPHAM  
 2448 KENTUCKY AVE.  
 SALT LAKE CITY, UTAH

LANDSCAPE DESIGN & MAINTENANCE

LAW 11



MATCH LINE

RECEIVED

MAR 04 1992

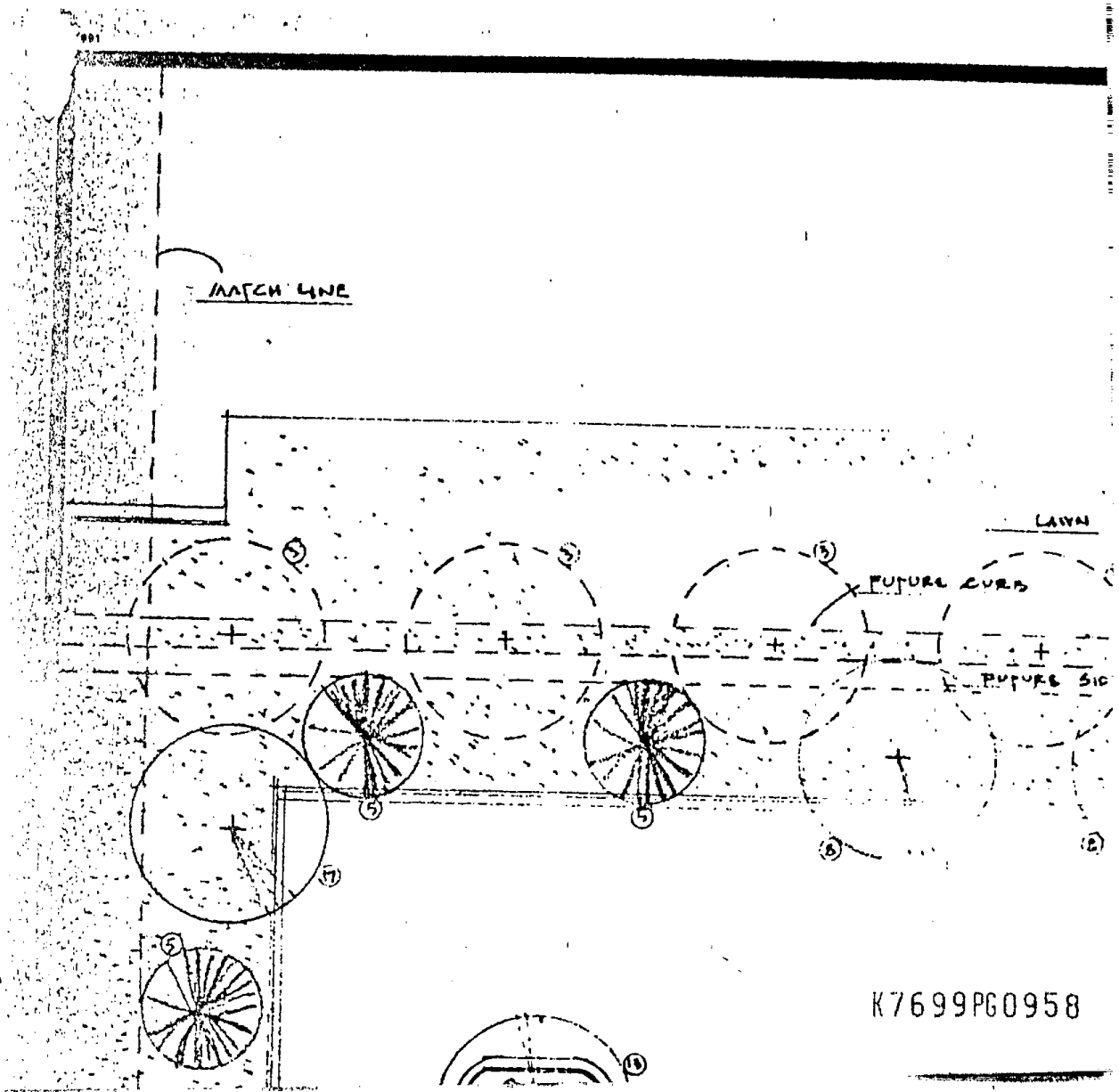
HAWAII CITY  
COMMUNITY DEVELOPMENT

3K7699PG0957

OCIATES

SHEET DESCRIPTION:

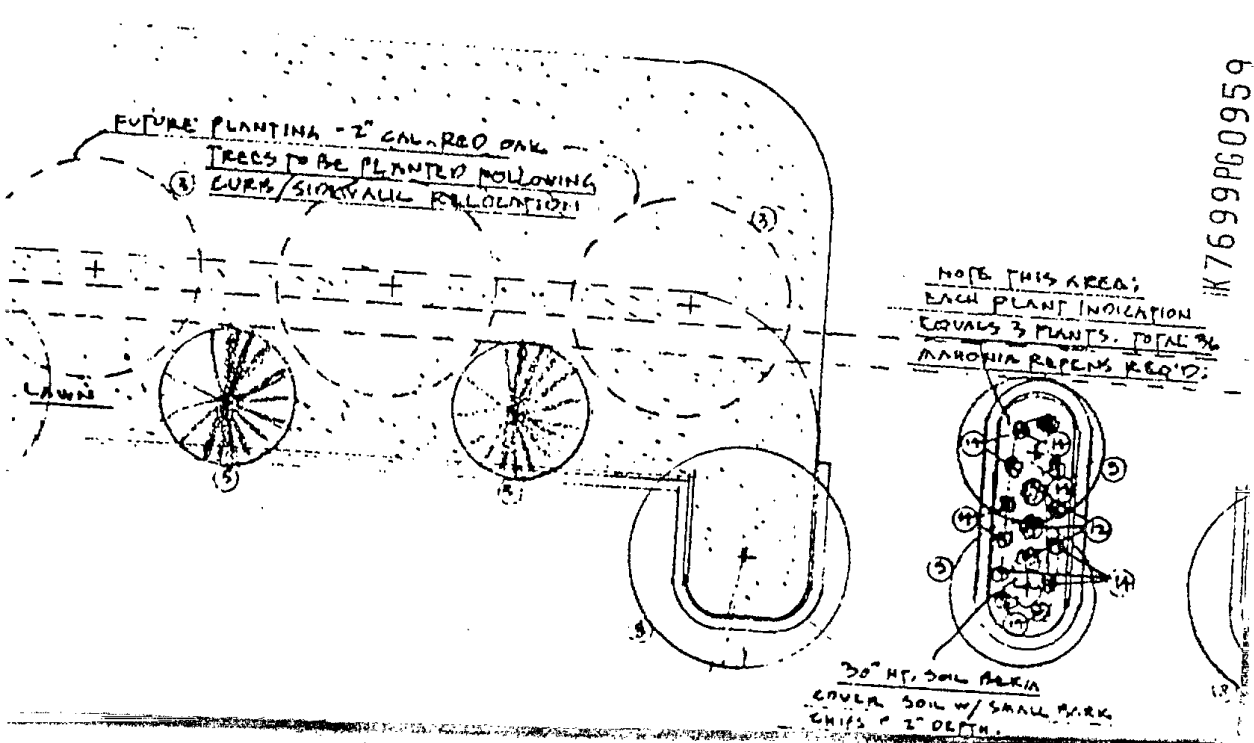
WATERFORD SCHOOL



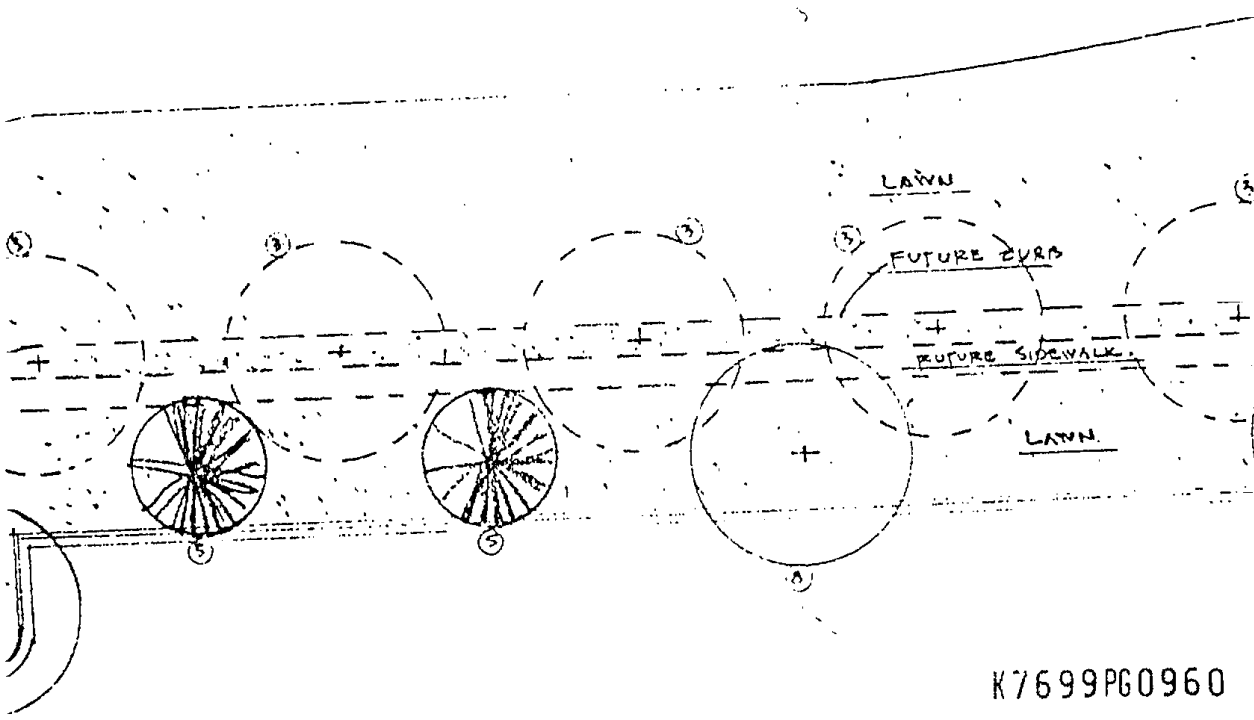
K7699PG0958



3400 So. 5th

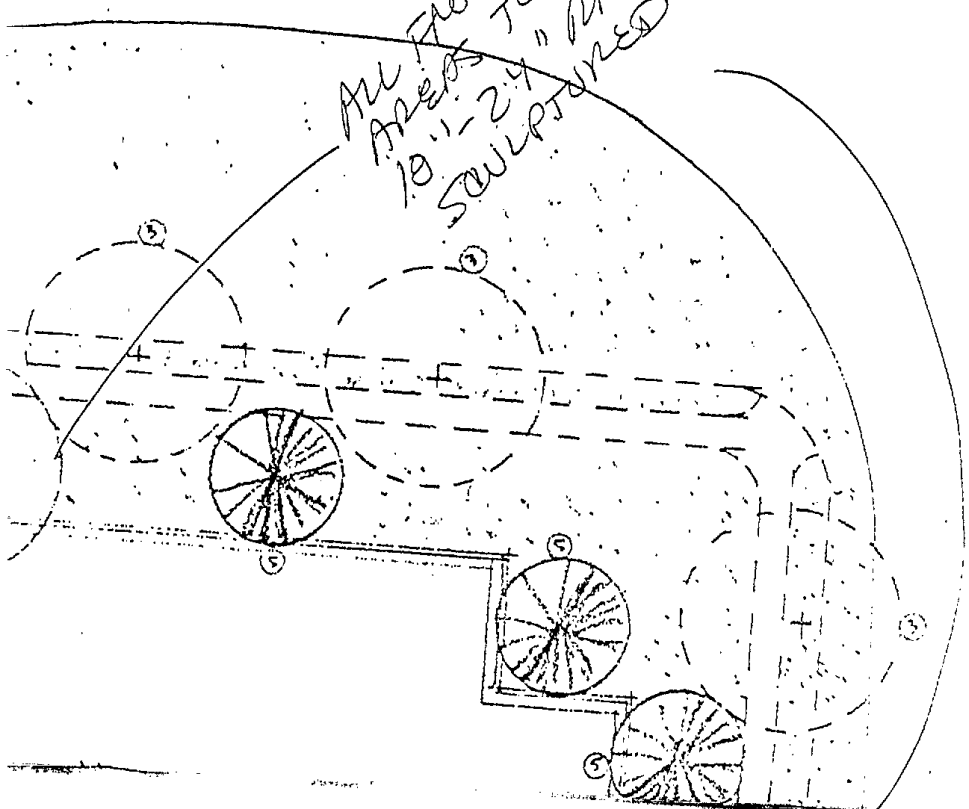


K7699PG0959

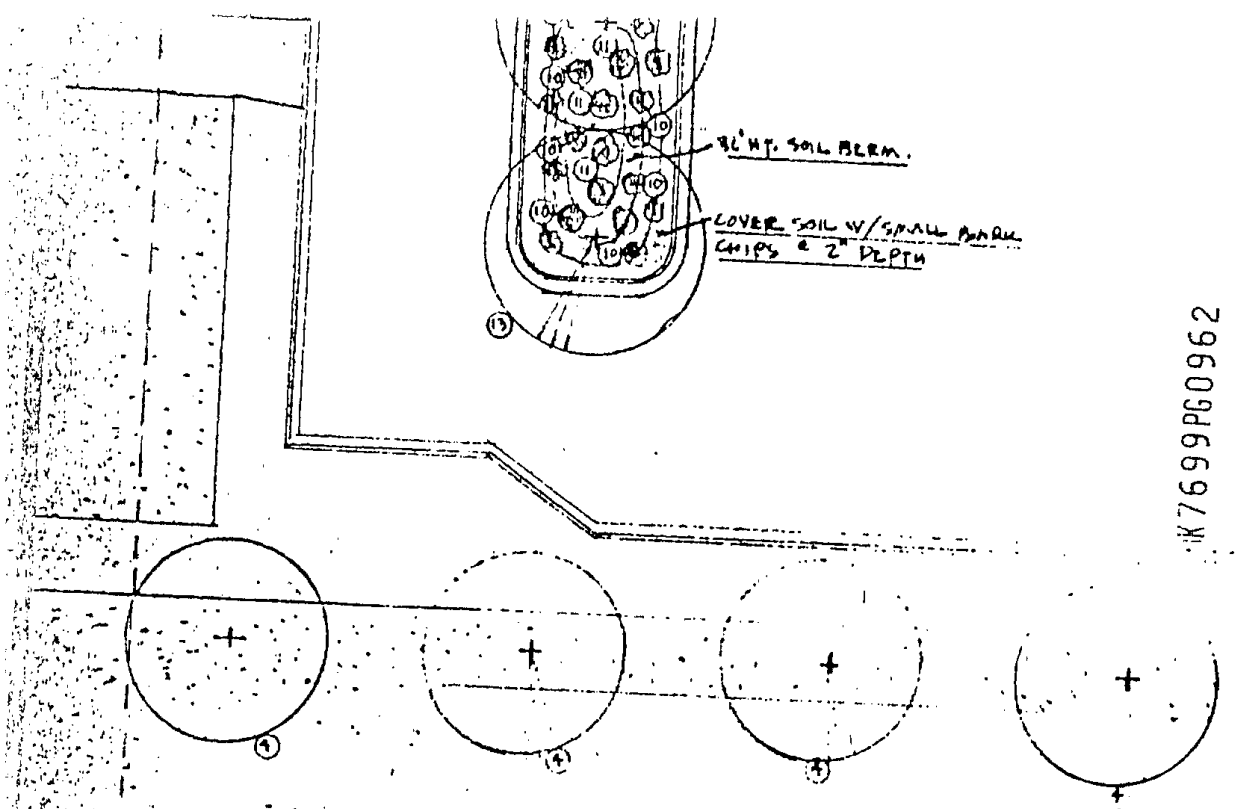


K7699PG0960

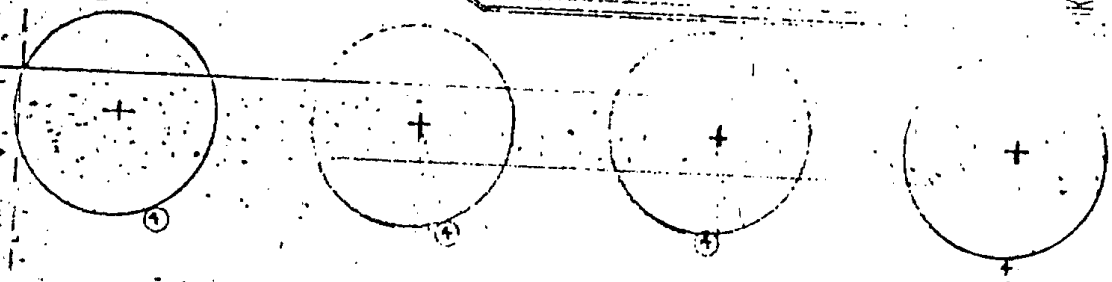
ALL FRONT LANDSCAPE  
AREAS TO BE BEAMED  
18" - 24" RANDOM  
SCULPTURED MOUNDS



K7699PG096 I



K76999PG0962



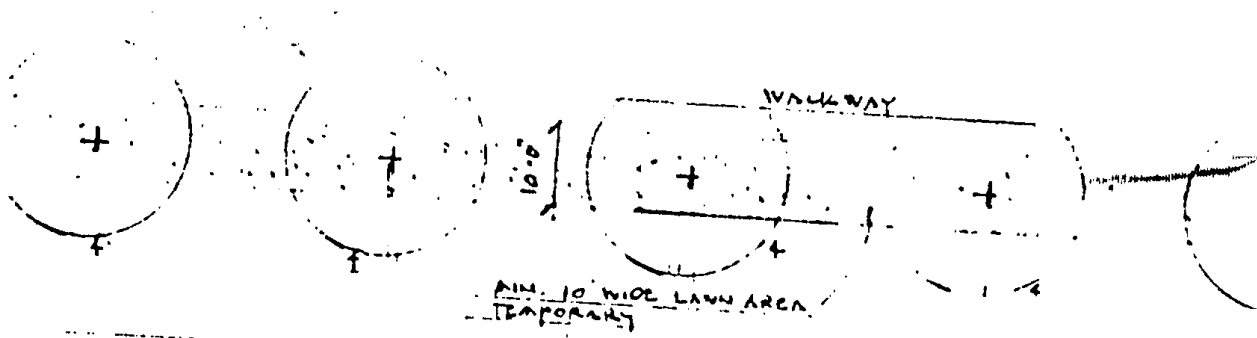
MATCH LINE

GENERAL LANDSCAPE NOTES:

- 1 SEE SHEET 2 FOR ALL LANDSCAPE NOTES.
- 2 LAWN AREAS ADJACENT TO GROUND COVER TO BE EDGED WITH CU

PLANTING SCHEDULE - ALL SHRE

1	PRUNUS CERASIFERA 'THUNDERCLOUD' (NO. 110)
2	PRUNUS CISTENA (CISTENA PLUM) (NO. 6)
3	QUERCUS RUBRA (RED OAK) (2" CAL. PLANT)
4	PLATANUS X ACERIFOLIA (LONDON PLAIN TREE)
5	COLORADO GREEN SPRUCE (7'-8')
6	PRUNUS LAUROCERASUS CAUSICA NANA (DWARF BI)
7	TAXUS CUSPIDATA NANA (18"-24")
8	ACER RUBRUM - RED SUNSET (RED SUNSET MAPLE)
9	CERCIS CANADENSIS (EASTERN REDBUD) (2" CAL)
10	ROSA RUGOSA - DAVID THOMPSON (5 GAL)
11	CORNUS SERICEA BAILEYI (BAILEY RED VIA DOB 1000)
12	CHAENOMELES SPECIOSA (JAPANESE FLOWERING QUINC)
13	ACER RUBRUM - OCTOBER GLORY (4" CAL.)
14	MAHONIA REPENS (1 GAL)
15	TAXUS MEDIA 'DARK GREEN SPREADING YEW' (NO. 3)
16	COLORADO GREEN SPRUCE (12'-13')
17	BETULA ROCKY MOUNTAIN SPECIUM BIRCH
18	ACER PALMATUM (JAPANESE MAPLE - GREEN) (2" CAL)
19	MALUS IOENSIS 'KLEMA'S IMPROVED' (KLEMA'S BALSAMIC M)
20	MAHONIA ARVIFOLIUM 'COMPACT' (COMPACT OREGON GRAPE)
21	COTONEASTER APICULATA (GRANDBERRY COTONEASTER)



ALUMINUM 1/8" X 5/8" DARK GREEN

2" (PER)

LAUREL (24"-30")

2" CALIPER

AS SCARLET (5 GAL)

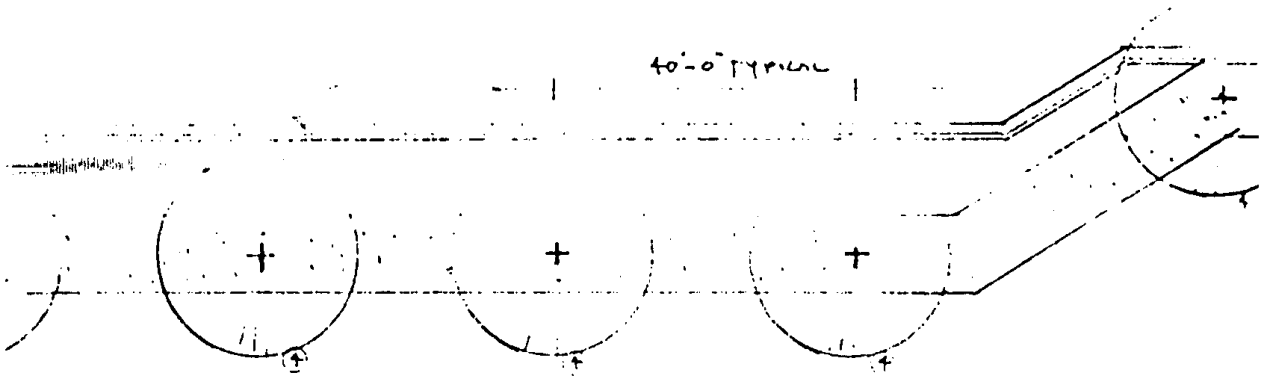
2")

2") (2" CALIPER)

2")

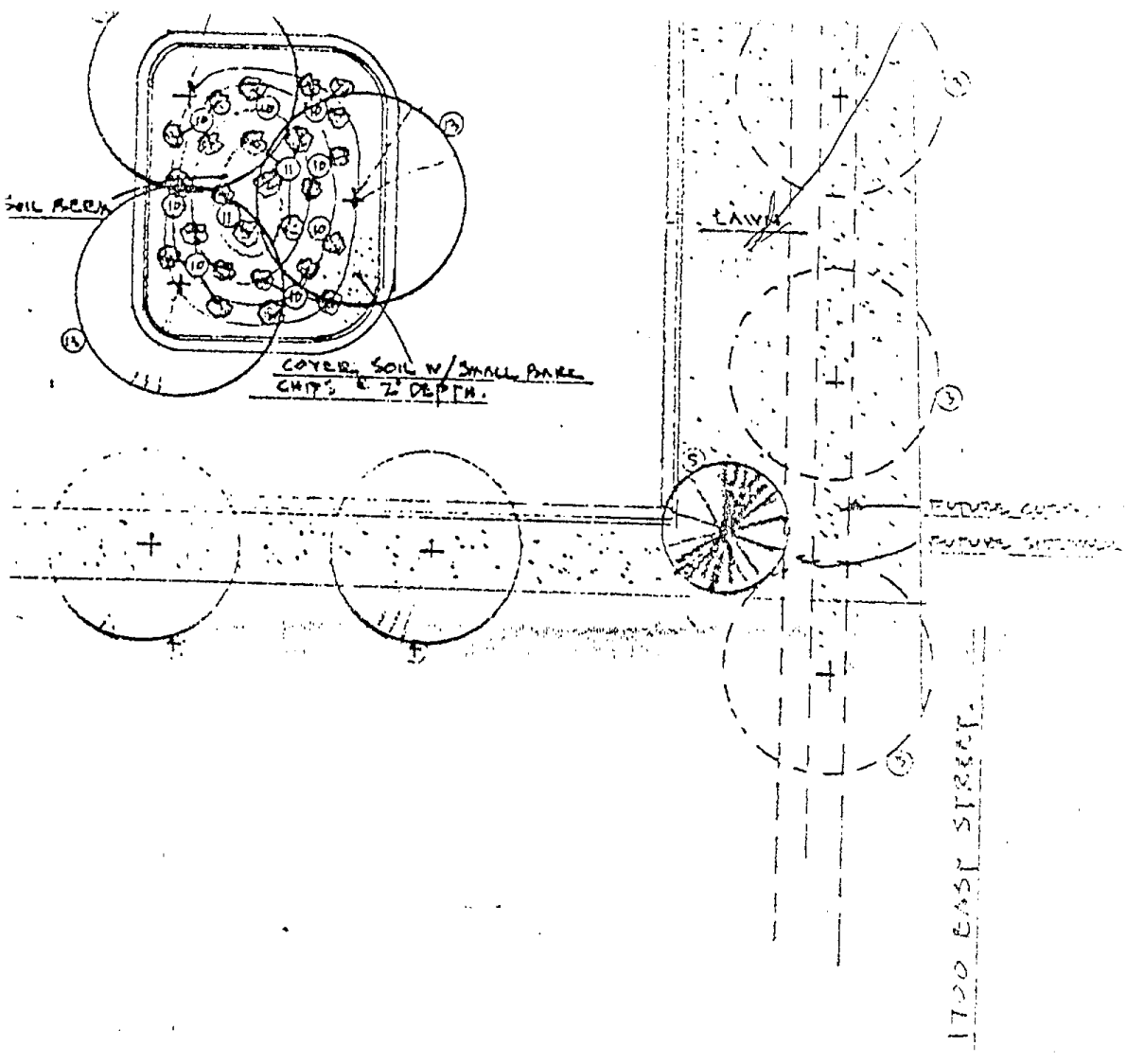
K7699P60963

LANDSCAPE PLOT  
SCALE: 1" = 20'-0"



2

K7699PG0964



#7699PG0965