

(1-28-14)

Recording Requested By and
When Recorded Return to:
West Jordan City
Attention: City Clerk
8000 South Redwood Road
West Jordan, Utah 84088

11803481
02/12/2014 11:10 AM \$65.00
Book - 10210 Pg - 7958-7980
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PETERSON DEVELOPMENT
BY: DKA, DEPUTY - WI 23 P.

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is made and entered into and made effective as of the date entered below (the "**Effective Date**"), by and among West Jordan City, a municipality and political subdivision of the State of Utah (the "**City**"), and Peterson Development Company, LLC, a Utah limited liability company (the "**Developer**"). The City and the Developer may from time to time be collectively referred to as the "**Parties**."

RECITALS

A. Developer has prepared and presented to the City a development application for the Highlands Commercial Subdivision upon the property described in **Exhibit A** (hereinafter referred to as the "**Project**"). The application package has been submitted and reviewed by the City pursuant to the requirements of the 2009 City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting preliminary and final approved development plan, preliminary and final approved site plan(s), preliminary and final approved subdivision plat(s), approved engineering drawings, landscape plans, conveyance documents, title reports and other documents submitted during the City's review and approval process will be referred to herein as the "**Highlands Commercial Development Documents**" or the "**Development Documents**".

B. Pursuant to the authority of *Utah Code Ann.* § 10-9a-102(2) and the specific provisions of the 2009 City Code, the City has determined to enter into this Agreement with Developer for the purpose of formalizing certain obligations of the Parties with respect to the Project, and such other matters as the City and the Developer have agreed.

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C. On or about September 27, 2012, the City entered into a development agreement by and between City of West Jordan and Peterson Development Company, LLC (the "Master Developer"), entitled "Development Agreement The Highlands Sub-Areas Master Plan" (the "Master Development Agreement"), to which the Property is subject. Developer desires to acknowledge its awareness of the City's creation of the assessment area envisioned in said agreement and to confirm that Developer will not object to the creation of such district.

D. Prior to or concurrent with execution of this Agreement, the City will enter into a Project Participation Agreement with Developer requiring Developer to reimburse City for construction of roundabout improvements at approximately 5600 West Street and Dry Wash (7600 South) and 7800 South Street and 5800 West (the "Roundabout Improvements").

AGREEMENT

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:

ARTICLE I LEGAL AUTHORITY AND PURPOSE

1.1 **City Laws and Purpose.** The City and Developer represent that they have the legal authority to enter into and perform their respective obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits. The City's 2009 City Code, this Agreement and the approved Development Documents will govern the City and the Developer with respect to development of the Project.

1.2 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto or referenced herein are hereby incorporated by reference into this Agreement.

1.3 **Conditions Precedent and Subsequent.** Each of the City and Developer is entering into this Agreement in anticipation of the satisfaction of certain conditions precedent and subsequent (collectively, the "Conditions"), which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that some of the Conditions may be satisfied

contemporaneously with, prior to or after the execution of this Agreement, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the “Conditions”:

- 1.3.1 the final approval and acceptance of this Agreement by the City Council;
- 1.3.2 the City Council’s final approval of the Development Plan;
- 1.3.3 the final approval of the Highlands Commercial Subdivision plat;
- 1.3.4 recordation of the final subdivision plat for Highlands Commercial Subdivision.
- 1.3.5 execution of the Project Participation Agreement by Developer and the City.

**ARTICLE II
PROJECT DEVELOPMENT**

2.1 Developer Obligations.

2.1.1 Remainder Parcel. The Project will consist of one phase and a remainder parcel as shown in **Exhibit B**. A separate plat shall be recorded prior to any development of the remainder parcel. The Parties understand and agree that the City will not accept, approve or allow development of the remainder parcel prior to recording of a final approved plat for the remainder parcel. Notwithstanding any other provision of this Agreement, development of the remainder parcel will be subject to the laws, ordinances, policies and procedures in place at the time of application for subdivision of the remainder parcel.

2.1.2 Conveyance or Dedication of Required Easements. Developer shall convey or dedicate to the City or other applicable utility provider at no cost such required utility easements on or across the Project as are necessary to facilitate the extension of required utility services to and throughout the Project.

2.1.3 Access Roads.

A. Access Roads Required. Access and connecting roads will provide for safe and efficient circulation within, and adequate entrances and exits for the Project. All access and connecting roads shall be completed in accordance with the approved plans and specifications submitted in connection with the Project as set

forth in the approved Development Documents.

B. Timing. Developer agrees that building permits shall be conditional and require Developer to design and construct the following on or before delivery of any combustible materials to the Property:

- A paved, 20 foot wide, fire apparatus access road that will allow emergency response access within 150 feet of all portions of the exterior of the structure and is designed to carry 80,000 GVW. Based on a cross-section design submitted to the City by Developer and certified by a soils engineer, the Fire Chief, after consulting with the City Engineer, may approve an alternative surface; provided that Developer agrees to perform, at Developer's cost, installation, testing and maintenance as directed by the City.
- Underground infrastructure, footings and foundations, and concrete flatwork can occur before the access road is in place.
- The Highlands Loop road may be considered as access to the west side of the building so long as it is in place prior to any combustible materials being on site.
- A single access point from an open, public street will be allowed.
- Any portion of the access road that is a dead end greater than 150 feet will be required to have a turnaround.
- A separate sheet of the road layout and a cross-section of the road profile may be required. This may be submitted separately of the construction documents if desired.
- All fire lines and hydrants shall be installed, tested, approved, and operable prior to any combustible materials being on site.

2.1.4 Public Streets, Culinary Water, Sanitary Sewer and Stormwater Improvements. Unless expressly identified herein as an Unrequired Improvement or addressed by separate written agreement, Developer shall design, construct and dedicate to the City all public streets and other public infrastructure required by the West Jordan City Code and City standards or shown on the approved Final Plat (hereinafter referred to as the "Public Improvements"), which, except as otherwise agreed by the City, shall not be approved unless they comply with the Development Documents. Notwithstanding any other term contained in the Master Development Agreement, the City's acceptance of dedicated public streets, including, but not limited to, the West Loop Road and the North Loop Road, shall be as defined in the 2009 City Code and the public improvement construction and assurance agreement. After City acceptance,

Developer shall not be obligated to perform maintenance of public streets except to the extent required by the 2009 City Code for sidewalks and parkstrips.

A. Unrequired Improvements. Due to a City project with which Developer construction may interfere, Developer will dedicate real property for, but will not be required to construct or pay for construction of, the following improvements:

1. 5600 West street improvements from the curb returns at 7800 South north to approximately 7000 South, except Developer will be required to construct sidewalk, street lights and landscaping at Developer's sole cost and expense. Developer agrees not to commence construction of the sidewalk, street lights and landscaping along 5600 West Street prior to completion of 5600 West street improvements from back-of-curb to back-of-curb.
2. 7800 South street improvements from approximately 600 feet east of the 5600 West/7800 South intersection to approximately 1,360 feet to the west or to the RMP substation east boundary line, except Developer will be required to construct sidewalk, street lights and landscaping at Developer's sole cost and expense. Developer agrees not to commence construction of the sidewalk, street lights and landscaping along 7800 South Street prior to completion of 7800 South street improvements from back-of-curb to back-of-curb.
3. 5600 West street intersection improvements at 5600 West 7800 South to/from approximately 600 feet south of the intersection, except Developer will be required to construct sidewalk, street lights and landscaping at Developer's sole cost and expense. Developer agrees not to commence construction of the sidewalk, street lights and landscaping prior to completion of the street improvements from back-of-curb to back-of-curb.
4. Burial of power lines along the west side of 5600 West Street from the curb returns at 7800 South north to approximately 7000 South, except Developer will be required, at Developer's sole cost and expense, to bury power lines within the Highlands Commercial Subdivision to serve lots within the subdivision.
5. Burial of power lines along the north side of 7800 South Street from approximately 600 feet east of the 5600 West/7800 South intersection to approximately 1,360 feet to the west or to the RMP substation east boundary line, except Developer will be required, at Developer's sole cost and expense, to bury power lines within the Highlands Commercial Subdivision to serve lots within the subdivision.

6. City master planned stormdrain facilities, public waterlines and sanitary sewer within the 5600 West right-of-way from the curb returns at 7800 South north to approximately 7000 South, except Developer will be required to install laterals within the Highlands Commercial Subdivision to serve lots within the subdivision. Except as otherwise provided in the Project Participation Agreement, such laterals will be installed at the Developer's sole cost and expense. Laterals will be subject to the 2009 City Code and City standards.

7. City master planned stormdrain facilities, public waterlines and sanitary sewer within the 5600 West/7800 South intersection.

8. City master planned stormdrain facilities, public waterlines and sanitary sewer within the 7800 South right-of-way from approximately 600 feet east of the 5600 West/7800 South intersection to approximately 1,360 feet to the west or to the RMP substation east boundary line, except Developer will be required to install laterals within the Highlands Commercial Subdivision to serve lots within the subdivision at the Developer's sole cost and expense. Laterals are governed by the 2009 City Code and City standards.

9. Detention Basin located on the west side of 5600 West Street at approximately Dry Wash (7600 South) (the "Detention Basin"), subject to the Agreement for Purchase and Sale of Property for the 5600 West Detention Basin dated December 4, 2013. Developer will pay the City for detention capacity within the Detention Basin in lieu of providing on-site detention for the Project, per the Agreement for Purchase and Sale of Property for the 5600 West Detention Basin dated December 4, 2013.

B. Roundabout Improvements. The Parties intend to address Developer's obligation relating to the following improvements by separate agreement:

1. The round-about at approximately 5600 West and Dry Wash (7600 South);
2. The round-about at approximately 5800 West and 7800 South;
3. The detention basin located on the west side of 5600 West Street at approximately Dry Wash (7600 South).

C. Required Improvements. **Exhibit C**, attached hereto and hereby made a part hereof, lists and otherwise describes all required and agreed improvements

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and dedications required of Developer in connection with the Project, all of which are accepted by Developer and agreed upon.

2.1.5. Construction Standards. Notwithstanding any other provisions of this Development Agreement, all Public Improvements shall be constructed in compliance with: the approved Development Documents; all applicable federal, state and local laws and regulations; and the City of West Jordan public improvement standards, specifications, and plans as adopted at the time of design.

2.1.6 Compliance with the Master Development Agreement. The Project shall comply with and be governed by the Master Development Agreement and the concept plan attached thereto, except as modified by this Agreement and the Highlands Commercial Development Documents.

2.1.7. Intentionally left blank.

2.1.8. Construction Process.

A. Following City approval of the Development Documents, Developer shall not make any changes to the Development Documents without the prior written consent of the City.

B. Developer and the City agree to work together in good faith to assist with coordination among their respective contractors during construction, including reasonable access. Smith's Food & Drug Centers desires to act as the Developer's general contractor and commence construction of the Public Improvements and other Project-related improvements, including the Smith's building, on or before March 1, 2014. As a result, the City and the Developer recognize that construction of the Unrequired Improvements, Public Improvements and Project-related improvements, including buildings, will likely be in process at the same time. The City agrees that provided building permit applications meet City standards, building permits for improvements within the Project will be issued prior to completion of all Unrequired and Public Improvements. Nothing herein shall require Developer to commence construction of any Project-related improvements.

2.1.9. File Record Documents. Developer shall file with the City Engineer "Record Documents" or "As-Builts" conforming to City requirements.

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2.1.10. **Indemnification.** Developer shall, at all times, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement.

2.2 **Provision of Certain Utility Services.** The City agrees that it shall make available (subject to extension of the City's system by Developer, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer and storm water, as well as garbage collection on public streets for residential properties and related services provided by the City to its citizens generally. Culinary water, sanitary sewer and storm water utility services will be provided through delivery and retention systems constructed by the Developer as depicted in the Development Documents. To the extent the delivery systems are properly and timely constructed by Developer, such services shall be provided as reflected in the Development Documents. Construction of infrastructure to serve the Remainder Parcel shall be the Developer's responsibility. The City shall have no obligation to extend infrastructure to serve the Project or the Remainder Parcel. The City shall not be required to permit connection at any location or by any method other than as shown and approved in the Development Documents.

2.3 **Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development, whether by the Developer or a successor in interest, will be consistent with this Agreement and the approved Development Documents.

ARTICLE III IMPACT FEES

3.1 **Impact Fees; Costs of Application Processing.** The Developer will be assessed and required to pay impact fees calculated by the City in accordance with the Utah Impact Fees Act. In addition, Developer will be responsible for paying all City fees and charges appropriately assessed for projects of the type being presented by Developer, which fees have been properly adopted as part of the City fee schedule.

3.2 **Maintenance of Detention Basins, Planters, Trees and Other Landscaping in**

Street Median Spaces and Alongside Streets and Sidewalks Appurtenant to, or Within, the Development.

- 3.2.1 Developer, on behalf of itself, its successors and assigns, waives any and all right of protest and expressly agrees to participate in and consent to the creation of an assessment area or similar entity to perform maintenance of detention basins, planters, trees and other landscaping in street median spaces and alongside streets and sidewalks appurtenant to, or within the Development. Developer shall notify all lot purchasers and other successors and assigns of this obligation and obtain their consent. There shall be no club houses, swimming pools or other features within the dedicated areas that are not approved by the City.
- 3.2.2 Maintenance shall be as follows:
 - A. Maintenance of landscaping within the Roundabout Improvements shall be by the City.
 - B. Maintenance of monument signs and sign lighting, if any, within the Roundabout Improvements shall be by the Developer.
 - C. Maintenance of the detention basin west of 5600 West Street at approximately Dry Wash shall be by the City.
 - D. Maintenance of Unrequired Improvements shall be by the City.
 - E. The owner of Lot 1 shall pay the monthly utility service bill for one (1) two-inch (2") irrigation water meter, and Developer shall pay the monthly utility service bill for such other additional two-inch (2") irrigation water meters as are actually installed within the remainder of the Project. Developer shall designate a single maintenance entity to pay for the cost of three (3) detector check meters as shown on the Highlands Commercial Subdivision plans. The City will bill the maintenance entity regardless of the ownership of individual lots within the Highlands Commercial Subdivision. Prior to establishment and designation of the maintenance entity, the Developer will receive and pay the monthly bill.
 - F. Maintenance of all other improvements shall be pursuant to the 2009 City Code.

**ARTICLE IV
DEFAULT AND COSTS**

4.1 Default. In the event of a failure by any party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other party, the non-defaulting party shall have the right to pursue any or all of the following

remedies, which right shall be cumulative:

4.1.1 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

4.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.

4.2 Insolvency. Insolvency, bankruptcy or any voluntary or involuntary assignment by any party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such party under this Article IV.

4.3 Court Costs and Attorneys' Fees. In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

ARTICLE V ASSIGNMENT AND RECORDATION

5.1 Assignment and Transfer of Development. The Developer shall not assign its obligations under this Agreement or any rights or interests herein, and except as provided below shall not convey the Project or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee: (a) shall have the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken pursuant to this Agreement and any then applicable Development Documents; and (b) by instrument in writing, shall have expressly assumed all of the obligations of the Developer under this Agreement and any then applicable additional agreements and agreed to be subject to all of the conditions and restrictions arising under this Agreement or any Development Documents.

If only a portion of the Project is assigned and/or conveyed under this section 5.1, a reasonable allocation of the Developer's duties appurtenant to that portion will be made.

Developer agrees that any Developer responsibility for constructing the Master Planned Improvements and other material public improvements in connection with the

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Project as originally presented and approved, and as agreed to herein, cannot be avoided by assigning portions of the Project to one or more third parties and then claiming that Developer's building of the required public improvements is not justified by the impact of the remainder of the Project.

5.1.1 The provisions of this Section 5.1 shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement.

5.1.2 A change in the majority ownership or control of the Developer shall be deemed a transfer requiring the consent of the City pursuant to the requirements of this Section 5.1. Notwithstanding the foregoing sentence, a transfer of all or a portion of the Project or change in the majority ownership or control of the Developer is permitted without the City's or Agency's consent under the following circumstances: (i) a transfer occurs to an entity that is an affiliate of the Developer, (ii) a transfer or change in ownership occurs as a result of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, and/or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the Development Documents. If as a result of any of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this Agreement evidencing their personal guaranty of the Developer's obligations hereunder.

5.1.3 In the event of a City approved transfer of any portion of the Project and upon assumption by the transferee of the Developer's obligations under this Agreement and the Development Documents, the respective transferee shall have the same rights and obligations as the Developer under this Agreement and the Development Documents, and the Developer shall be released from any further obligations with respect to that portion of the Project, provided that any successor shall first execute and deliver such agreements and instruments as the City may require to bind the successor under the terms of this Agreement and any related and subsequent agreements between the parties; and provided further that the provisions of this Agreement with respect to master planned roads and other public improvements shall continue as an obligation of Developer unless expressly waived in writing by the City.

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5.2 **Recordation.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Developer. Each commitment and restriction on development set forth herein shall be a burden on the real property constituting the Project, shall be appurtenant to and for the benefit of the City and shall run with the land.

ARTICLE VI REIMBURSEMENT

6.1 **Reimbursement for Public Improvements.** There will be no reimbursement for public improvements for any phase of the Project.

ARTICLE VII GENERAL MATTERS

7.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.

7.2 **Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

7.3 **Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.

7.4 **Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.

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7.5 Non-Liability of City Officials. No officer, representative, agent or employee of a party hereto shall be personally liable to any other party hereto or any successor in interest or assignee of such party in the event of any default or breach by the defaulting party, or for any amount which may become due the non-defaulting party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

7.6 No Third Party Rights. Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

7.7 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph must have notified the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

7.8 Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

The City: West Jordan City
8000 South Redwood Road
West Jordan, Utah 84088
Attention: City Clerk

Developer: Peterson Development Company, LLC
Attention: Barrett Peterson
225 South 200 East, Suite 300
Salt Lake City, Utah 84111
Telephone: (801) 532-2233
Facsimile: (801) 532-7110

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Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

7.9 Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Project, contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the Parties that this Agreement and the additional agreements between the Developer and the City, as contemplated and referred to elsewhere in this Agreement, are intended to and shall govern the development. It is expressly acknowledged by the Parties that additional agreements may be entered into by or among the Parties and all such shall be included as Development Documents.

7.10 Effective Date. This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date.

7.11 Termination. This Agreement shall terminate upon mutual written agreement of the parties hereto, failure of the Conditions to occur on or before two (2) years after the Effective Date, whichever occurs first.

7.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

7.13 Effect of Agreement; Release of Claims. Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal or State laws, City and County ordinances, regulations, or standards. It is the intent of the Parties that this Agreement serve as a complete release and waiver by Developer of any and all claims Developer has or may claim to have with respect to the City's application of the 2009 City Code to the development or the imposition of any requirement expressly set forth in this Agreement, the Master Development Agreement or the Development Documents. Moreover, Developer hereby releases and waives any and all claims Developer may have against the City with respect to any land use application submittals, acceptances, approvals, denials or processing with respect to the Project occurring prior to the Effective Date.

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IN WITNESS WHEREOF, the Parties have executed this Development Agreement.

WEST JORDAN CITY, a municipality and political subdivision of the State of Utah

By: [Signature]
Kim V. Rolfe, Mayor

ATTEST:
[Signature]
Deputy City Clerk



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 29 day of Jan, 2014, before the undersigned notary public in and for the said state, personally appeared Kim V. Rolfe, known or identified to me to be the Mayor of West Jordan City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
Notary Public for Utah
Residing at: West Jordan, UT
My Commission Expires: July 31, 2017

APPROVED AS TO LEGAL FORM
West Jordan City Attorney
[Signature] Date: 1-30-14

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Peterson Development Company, LLC,
a Utah Limited Liability Company,

By: [Signature]

Its: Manager

Print Name: Barrett Peterson

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 29 day of January, 2014, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be the manager of Manager, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
Notary Public for Utah
Residing at: West Jordan, Utah
My Commission Expires July 31, 2017

EFFECTIVE DATE: January 29, 2014

EXHIBIT "A"
Legal Description

**Smith's 274
Subdivision Boundary**

January 13, 2014

A part of the Southeast Quarter of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the West Line of 5600 West Street as widened to 63.00 foot half-width located 104.14 feet North 0°43'28" West along the Section Line and 63.00 feet South 89°16'32" West from the Southeast Corner of said Section 26; and running thence North 0°43'28" West 1152.72 feet along said West Line; thence South 33°30'29" West 4.65 feet to a point of curvature; thence Southwesterly along the arc of an 83.50 foot radius curve to the right a distance of 45.59 feet (Central Angle equals 31°17'04" and Long Chord bears South 49°09'01" West 45.03 feet) to a point of compound curvature; thence Southwesterly along the arc of a 283.50 foot radius curve to the right a distance of 100.29 feet (Central Angle equals 20°16'05" and Long Chord bears South 74°55'35" West 99.76 feet) to a point of tangency; thence South 85°03'09" West 58.91 feet to a point of curvature; thence Southwesterly along the arc of a 430.00 foot radius curve to the left a distance of 101.72 feet (Central Angle equals 13°33'15" and Long Chord bears South 83°10'37" West 101.49 feet) to a point of tangency; thence South 76°24'00" West 50.00 feet to a point of curvature; thence Southwesterly along the arc of a 671.27 foot radius curve to the right a distance of 49.17 feet (Central Angle equals 4°11'48" and Long Chord bears South 78°29'54" West 49.16 feet); thence North 0°15'53" West 170.00 feet to the Sixteenth Section Line; thence South 89°51'27" West 827.38 feet along said Sixteenth Section Line; thence South 0°43'45" East 1263.48 feet to a point on the North Line of 7800 South Street as it has been widened to 63.00 foot half-width; thence North 89°58'50" East 1175.99 feet along said North Line; thence North 44°37'41" East 56.73 feet to the point of beginning.

**Contains 1,484,803 sq. ft.
or 34.086 acres
11 Lots**

EXHIBIT "B"

Plat

EXHIBIT "C"

Bond Estimate

West Jordan Bond Calculation Worksheet for PUBLIC IMPROVEMENTS
Project: Highlands Commercial (Smith's Marketplace)

Date: 1/30/14



DESCRIPTION	Unit	Quant.	\$/Unit	Total
Sanitary Sewer				
12" PVC Sewer	LF	271	\$39.00	\$10,569.00
8" PVC Sewer	LF	1,098	\$33.00	\$36,234.00
5' Manhole	EA	9	\$4,000.00	\$36,000.00
Laterals	EA	5	\$650.00	\$3,250.00
Subtotal				\$86,053.00
Culinary Water				
12" PVC Waterline (Culinary)	LF	1,620	\$50.00	\$81,000.00
10" PVC Waterline (Culinary)	LF	110	\$45.00	\$4,950.00
12" Gate Valve	EA	5	\$1,800.00	\$9,000.00
10" Gate Valve	EA	2	\$1,500.00	\$3,000.00
12" Fittings	EA	2	\$1,150.00	\$2,300.00
Fire Hydrants	EA	4	\$3,200.00	\$12,800.00
Air/Vac Valve	EA	1	\$4,200.00	\$4,200.00
Detector Check Valve	EA	3	\$18,000.00	\$54,000.00
Laterals	EA	13	\$650.00	\$8,450.00
Sample Station	EA	1	\$650.00	\$650.00
Subtotal				\$180,350.00
Storm Drain				
36" RCP Class III	LF	20	\$75.00	\$1,500.00
30" RCP Class III	LF	187	\$70.00	\$13,090.00
24" RCP Class III	LF	930	\$65.00	\$60,472.29
18" RCP Class III	LF	156	\$47.00	\$7,332.00
15" RCP Class III	LF	108	\$45.00	\$4,860.00
Combination Catch/Clean Box	EA	5	\$3,500.00	\$17,500.00
Double Combination Box	EA	1	\$4,000.00	\$4,000.00
Single Inlet Box	EA	3	\$1,700.00	\$5,100.00
Double Inlet Box	EA	1	\$2,100.00	\$2,100.00
5' Manhole	EA	4	\$2,500.00	\$10,000.00
4x4' Junction Box	EA	1	\$3,000.00	\$3,000.00
6' Waterway	LF	100	\$25.00	\$2,500.00
Rip Rap Channel	EA	1	\$1,500.00	\$1,500.00
Oil Water Separator	EA	1	\$10,000.00	\$10,000.00
Subtotal				\$142,954.29
Street Improvements				
Curb & Gutter w/Road Base	LF	3,240	\$15.00	\$48,600.00
6' Sidewalk w/Road Base, Back Fill Parkstrip	LF	335	\$18.00	\$9,630.00
5' Sidewalk w/Road Base, Back Fill Parkstrip	LF	3,520	\$16.00	\$56,320.00
5" Asphalt w/ 9" Road Base and 12" Subbase Course	SF	56,700	\$3.60	\$204,120.00
1-inch overlay	SF	56,700	\$1.50	\$85,050.00
Disabled Pedestrian Ramp	EA	14	\$260.00	\$3,640.00
Monuments	EA	7	\$300.00	\$2,100.00
Subtotal				\$409,460.00
Miscellaneous				
Striping	LF	6320	\$0.90	\$5,688.00
Traffic Signs	EA	12	\$250.00	\$3,000.00
Mass Grading	CY	157,650	\$3.50	\$551,775.00
Speed Tables	EA	2	\$5,000.00	\$10,000.00
Medians	LF	980	\$15.00	\$14,700.00
As-Builts (2x Mylar, 1x digital)	LS	1	\$1,000.00	\$1,000.00
Subtotal				\$586,163.00
Total				\$1,404,980.29

** Items listed in the Project Participation Agreement as Roundabout Improvements and Extra Work items which have already been constructed are not included with this bond worksheet. **

Prepared By: Todd Johnson
 Staff Engineer

Reviewed By: [Signature]
 City Engineer

West Jordan Bond Worksheet for LANDSCAPING and STREET LIGHTS
 Project: Highlands Commercial (Smith's Marketplace)
 Date: 1/30/14



DESCRIPTION	Unit	Quant.	\$/Unit	Total
Item				
Street Lights 30' Pole	EA	22	\$3,900.00	\$85,800.00
Trees	EA	8	\$300.00	\$2,400.00
Irrigation	SF	13629	\$0.50	\$6,814.50
Plants	1GL EA	210	\$15.00	\$3,150.00
Plants	5 GL EA	300	\$35.00	\$10,500.00
Weed Fabric	SF	13629	\$0.50	\$6,814.50
Mulch (colored bark)	Cu YDS	168	\$100.00	\$16,800.00
Irrigation 1" Valve lateral line	EA	1	\$1,000.00	\$1,000.00
1" Backflow Device (R.P.)	EA	1	\$490.00	\$490.00
1" Backflow Device Protective Cover	EA	1	\$790.00	\$790.00
Irrigation Controller (Rain Bird XCZ-100-PRB-COM w/ pedestal)	EA	1	\$1,000.00	\$1,000.00
Subtotal				\$135,559.00
Total				\$135,559.00

Prepared By: Todd Johnson
 Staff Engineer

Reviewed By: [Signature]
 City Engineer