PLEASE RETURN TO: Melanic/Briggs City Recorder 8000 S. Redwood Rd. West Jordan, UT 84088 10369661
03/11/2008 10:27 AM \$0.00
BOOK - 9580 P3 - 6110-6192
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
1 8000 S REDWOOD RD
12 WEST JORDAN UT 84088
BY: TMW, DEPUTY - MA 83 P.

REIMBURSEMENT AGREEMENT

8000 S REDWOOD RD

Maple Hills Subdivision, Phase 1 and 2 WEST JORDAN UT 84088

Maple Hills, LLC

BY: TNW, DEPUTY - MA

This Agreement is entered into this 11<sup>th</sup> day of December, 2007, by and between East Maples Investment, LLC, a Utah limited liability company ("Developer") and the City of West Jordan, a municipality and political subdivision of the State of Utah (the "City").

# **RECITALS**

WHEREAS, Developer owns approximately 51.2 acres of real property located within the corporate boundaries of the City of West Jordan, Salt Lake County, Utah, as shown in <a href="Exhibit">Exhibit "A"</a> which is attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, City owns approximately 6.8 acres of real property located to the east of the Property, more specifically described as the City's Trade Parcel in Exhibit "A"; and

WHEREAS, the City's Trade Parcel and a portion of the Property (such portion being identified in <u>Exhibit "A"</u> as the "Maple Hills Trade Parcel" and the "Adjacent Parcel"), are the subject of a Real Property Agreement to be entered into by and between Developer and City (the "Parties") concurrently herewith; and

WHEREAS, subject to the terms and conditions of this Reimbursement Agreement and the Real Property Agreement, Developer desires to subdivide the Property, acquire the City's Trade Parcel, convey the Maple Hills Trade Parcel and Adjacent Parcel to the City, and proceed with development; and

WHEREAS, provided that the Real Property Agreement is fully executed by the Parties concurrently herewith and the Maple Hills Phase 3 subdivision plat is recorded at the office of the Salt Lake County Recorder, the Maple Hills Trade Parcel and Adjacent Parcel will be remainder parcels that are not being developed at this time; and

WHEREAS, it is anticipated that development of the remainder parcels referred to herein as the Maple Hills Trade Parcel and Adjacent Parcel will include installation of certain public improvements to portions of 7400 South Street and 6400 West Street that are adjacent to said Maple Hills Trade Parcel and Adjacent Parcel, which public improvements the Parties agree will be required at such future time as said parcels are developed; and

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

WHEREAS, City agrees that it shall complete certain Eligible Public Improvements identified in Exhibit "B" as "City Improvements"; and

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Reimbursement Agreement
Maple Hills, LLC

WHEREAS, some of the Eligible Public Improvements to be constructed and installed by Developer and City are Off-Site Project Improvements that will benefit neighboring and surrounding properties ("Benefited Properties"), and some are "System Improvements," as defined in section 87-5-202 of the West Jordan Municipal Code, that will benefit the community at large; and

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

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

WHEREAS, Developer and City desire to be reimbursed for a proportionate share of the costs associated with the construction and installation of the Eligible Public Improvements which are reasonably anticipated to provide benefits to: 1) Benefited Properties, the owners of which are not currently participating in the cost of such Eligible Public Improvements; and 2) the community at large; and

WHEREAS, City and Developer desire to identify those Eligible Public Improvements that are Off-Site Project Improvements and System Improvements and to clarify the Improvements for which reimbursement may be made available from Benefited Properties or through Impact Fees; and

WHEREAS, some of the Eligible Public Improvements are street improvements for which the West Jordan Municipal Code requires protection strips not less than one foot in width, which protection strips shall be identified on the respective plat(s) and dedicated to public use or otherwise transferred solely in accordance with the terms of this Reimbursement Agreement; and

WHEREAS, reimbursements are authorized by the West Jordan Municipal Code sections 87-5-201 et seq. for the purpose of implementing the policies stated therein, and Developer and City desire to enter into this Reimbursement Agreement that sets forth the proportionate share of the costs associated with the construction and installation of Eligible Public Improvements that benefit the Benefited Properties and the community at large.

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

1. <u>Incorporation of Recitals.</u> The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.

# 2. <u>Developer's Obligations.</u>

- a. Developer shall, at its own expense and in accordance with the requirements of the West Jordan Municipal Code, Federal and State laws and regulations, approved engineering construction drawings, the requirements of the City Engineer, and all other conditions of development approval, construct and install or cause to be constructed and installed all Eligible Public Improvements not identified in the attached Exhibit "B" as "City Improvements" (the "Developer Improvements"). Developer shall not be required to install street improvements such as sidewalk and park strips beyond the back of curb on the south side of 7800 South Street or the east side of 6400 West Street but shall acquire necessary real property for future installation of street improvements for the full master-planned right-of-way width.
- b. Developer shall, at its own expense, acquire necessary real property interests for the construction and installation of the Developer Improvements and shall dedicate the acquired real property interests and Developer Improvements to City, in a form approved and acceptable to the City Attorney.
- c. Developer shall designate the Maple Hills Trade Parcel and Adjacent Parcel as Parcel E and Parcel F of the Maple Hills Phase 3 subdivision plat and shall record said plat. Future development of such parcels shall be subject to City requirements, at the time of development, for dedication, installation and construction of infrastructure and any and all other applicable development requirements.
- d. Developer understands and agrees that Eligible Public Improvements will not be reimbursable unless they are approved by City in advance of development in accordance with City's ordinances, rules, regulations, and engineering standards and specifications.
- e. Developer further understands and agrees that Eligible Public Improvements identified herein are the only improvements for which reimbursement will be made available with respect to the development of the Property and the City's Trade Parcel, except reimbursement that may be available in the future due to development of the remainder parcels.
- f. The Developer shall acquire, at Developer's cost, and designate on Developer's plat(s), the protection strips required by the West Jordan Municipal Code. Said protection strips shall be owned by the City, but shall not be dedicated for use by the public until such time as the conditions for release of said protection strips, as set forth in this Reimbursement Agreement, have been met. Such protection strips shall be excluded from right-of-way dedication on the subdivision plat and shall not be improved with street improvements such as sidewalk, curb, gutter and pavement.
- 3. City's Obligations.

- a. City shall, at no cost to Developer, and in accordance with the requirements of the West Jordan Municipal Code, Federal and State laws and regulations, construct and install or cause to be constructed and installed the Eligible Public Improvements identified in the attached <a href="Exhibit">Exhibit "B"</a> as "City Improvements".
- b. Subject to sale by a willing seller at a price valuation provided by a City-selected MAI certified appraiser, City shall acquire the necessary real property interests for construction and installation of the City Improvements, and the protection strips, if any, associated with the City Improvements as required by the West Jordan Municipal Code. Such acquisition shall be performed by City at no cost to Developer. The Eligible Public Improvements shall be dedicated for public use, except City shall not dedicate protection strips for use by the public until such time as the conditions for release of said protection strips, as set forth in this Reimbursement Agreement, have been met. Nothing in this Agreement shall require City to exercise its power of eminent domain. However, the City reserves the right, and may determine in its sole legislative discretion, to exercise such power, in accordance with applicable laws, ordinances and policies.
- c. It is currently anticipated that Developer will, at City's cost, construct and install the Eligible Public Improvements identified as City obligations in this Agreement. In such event, City and Developer shall negotiate the following in good faith and in advance of commencing construction: (i) contractor selection, (ii) project scheduling, (iii) payment scheduling, (iv) change order review processes, and (v) all other necessary elements. The final agreement of the Parties shall be in writing, executed by the Parties, and after being fully executed shall be controlling in the event of any conflict with this Reimbursement Agreement.
- 4. Cost Allocation and Collection from Benefited Properties for Eligible Project Improvements.
  - a. The Parties agree that the properties reasonably anticipated to benefit from the construction and installation of the Eligible Project Improvements are limited to those Benefited Properties identified in the exhibits, and cost allocation and collection shall be limited to only the Benefited Properties, except that impact fees shall be collected in accordance with applicable City ordinances, rules, regulations and policies.
  - b. City shall allocate costs to the Benefited Properties as set forth in <u>Exhibit "C"</u>. The allocation is based on frontage and other fair and equitable criteria.
  - c. City shall require owners of the Benefited Properties that seek City approval to develop, subdivide or build, to pay to the City the appropriate allocated costs identified herein, prior to granting any development, subdivision, conditional use, or site plan approval and prior to the City issuing any building permit, with respect to the Benefited Properties. The Parties acknowledge, understand and agree that: (i) the City does not guarantee collection from the Benefited Properties and is not required to bring a judicial action to enforce this Reimbursement Agreement against any Benefited Property or person; and (ii) the City is not

responsible or liable if an approval, permit or action is granted inadvertently to a Benefited Property or person, unless done intentionally and by fraud.

# 5. Reimbursement Payments.

- a. Upon collection of the allocated costs from the Benefited Properties as set forth in Exhibit "C", City shall, in accordance with Exhibit "C": (i) retain the collected amount attributable to City-financed Eligible Public Improvements; and (ii) pay to Developer the collected amount attributable to Developer-financed Eligible Public Improvements. In the event that the City and Developer are responsible for Public Improvements attributable to the same Benefited Property, and the amount collected from that Benefited Property is less than that required to fully reimburse both City and Developer, City and Developer shall each receive a pro rata share of the actual amount collected. Notwithstanding anything in this Reimbursement Agreement to the contrary, the City shall have no obligation to make any Reimbursement Payment to Developer until the allocated costs for Developer-financed Eligible Public Improvements are actually received by City. The Parties acknowledge, understand and agree that: (i) the City is not directly responsible or liable for any Reimbursement Payment to Developer, other than to account for sums received; (ii) the City is not responsible in the event this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable; (iii) Developer is not directly responsible or liable for any Reimbursement Payment to City.
- b. Impact fee reimbursements for System Improvements shall be paid to Developer in accordance with Section 89-6-413 of the West Jordan Municipal Code, attached hereto as Exhibit "D" and incorporated herein by reference, in the amount set forth in Exhibit "C".
- c. No reimbursement, whether from Benefited Properties or from impact fees, shall be due to Developer until:
  - i) The applicable Eligible Public Improvements have been fully installed, inspected, and approved by the City, and the real property and Public Improvements have been dedicated to the City by lawful conveyance through plat, warranty deed or other method acceptable to the West Jordan City Attorney;
  - ii) Developer has submitted the documentation required by this Reimbursement Agreement evidencing actual costs of the Eligible Public Improvements; and
  - iii) Such reimbursement is required by the terms of this Reimbursement Agreement.
- d. Reimbursements from Benefited Properties to City, for City-funded Eligible Public Improvements, shall not be due until the applicable Eligible Public Improvements have been fully installed, the City has available documentation evidencing actual costs, and the reimbursement is required by the terms of this Reimbursement Agreement and the West Jordan Municipal Code.

### 6. Reimbursement Amount.

### a. Maximum Reimbursement.

- i) The maximum reimbursement for the Eligible Public Improvements shall be the lesser of: (1) the actual costs of Eligible Public Improvements as evidenced by the documentation submitted in accordance with the terms of this Reimbursement Agreement, or (2) the estimated costs of the Eligible Public Improvements as set forth in the attached exhibits, or as said sum is amended under the terms of this Reimbursement Agreement.
- ii) "Actual Costs" means the costs actually incurred or expended to construct or install the Eligible Public Improvements, which costs shall include the cost of the real property, and disbursements to general contractors, engineers, surveyors, construction management and inspection, and land planners. Actual Costs shall not include financing costs, interest or expenses incurred or expended for the acquisition of real property, except the purchase price.
- iii) The maximum reimbursement for Eligible Public Improvements, shown in the exhibits, are estimates only and shall, if actual costs are less, be decreased in accordance with actual costs. Estimated costs shown in the exhibits shall not be increased, except by written amendment to this Reimbursement Agreement or by lawfully adopted resolution of the West Jordan City Council, as set forth herein. In order for an amendment to be considered by City for increasing reimbursement for Developer-financed Eligible Public Improvements, change orders and similar situations and circumstances must have been pre-approved, in writing, by the City. Reimbursement for City-financed Eligible Public Improvements may exceed the estimates shown in the exhibits, based on actual bid, change orders and similar situations.
- iv) The maximum reimbursement for acquisition of real property interests shall be 115% of a City-approved MAI-certified appraisal, provided to City at Developer's expense. In no event shall the reimbursement for real property acquisition exceed the lesser of: (1) the actual cost of the real property; or (2) 115% of the appraisal.
- v) Developer shall provide to the City documentation, acceptable to the City Attorney, demonstrating the actual costs incurred by the Developer for the acquisition, construction and installation of Eligible Public Improvements, including acquisition of real property interests. Documentation shall include but not be limited to: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and all other information necessary for the City to determine the actual costs incurred. Developer's failure to submit the required documentation shall result in rejection of the undocumented claimed amount. City shall retain similar documentation pertaining to Eligible Public Improvements for which City will receive reimbursement pursuant to this Agreement.

- b. Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to Developer or City by the City or any other person on any amounts due under this Agreement.
- 7. <u>Term of Agreement</u>. This Reimbursement Agreement shall terminate ten years following the effective date of the Reimbursement Agreement or at such earlier time as the cumulative reimbursement amount reaches the maximum reimbursement. No reimbursement shall be due or payable after said ten year period, except reimbursement from impact fees as set forth in this Agreement.

# 8. Release of Protection Strips.

- a. The City may dedicate the Protection Strips or sections thereof for use by the public, or otherwise transfer title, upon the satisfaction of the following conditions:
  - i) The City has approved the final plans for development of the Benefited Property that is situated immediately adjacent to and which shares a common boundary with the protection strip; and
  - ii) The City has collected the allocated costs for Eligible Public Improvements from the owner of the Benefited Property as set forth in the attached exhibits for the affected parcel of land.
- b. The Parties agree that so long as the allocated costs have been paid by the owner of the Benefited Property, the City may dedicate all or a portion of the protection strips to public use or transfer title thereto, as may be appropriate in the City's sole discretion. The Parties further agree that, notwithstanding any provisions of this Reimbursement Agreement to the contrary, after ten years the City shall be entitled to dedicate any remaining portions of the protection strips to public use or otherwise transfer ownership, without the payment of further compensation to Developer.
- c. It shall be the responsibility of City to prepare, execute, deliver and record such documentation as may be reasonably necessary in the opinion of the City Attorney to effect the dedication or transfer of such protection strips.
- 9. <u>Effect of Agreement.</u> Nothing in this Reimbursement Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State or local laws, ordinances, regulations, or standards.
- 10. Waiver and Covenant Not to Sue. Developer specifically agrees to accept the reimbursement specified herein as full and final payment of all claims against the City or any Benefited Property. Developer hereby waives any rights or claims against the City for reimbursement of any kind or source other than as set forth herein. Developer further agrees to hold City harmless from any and all costs associated with collection of allocated costs for the reimbursement of Developer-financed Public Improvements pursuant to this Reimbursement Agreement, including

Page 8 of 9
Reimbursement Agreement
Maple Hills, LLC

the allocated costs, if any, which are not collected. Developer shall not be responsible for the cost of collection for City-financed Public Improvements.

- 11. <u>Assignment</u>. Neither the Reimbursement Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities and without the prior written consent of City.
- 12. <u>Entire Agreement</u>. This Reimbursement Agreement contains the entire agreement and understanding of the Parties with respect to reimbursement to Developer for the Eligible Public Improvements and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the Parties with regard to any reimbursements to Developer from the City.
- 13. <u>Binding Effect</u>. This Reimbursement Agreement shall be binding upon the Parties hereto and their respective officers, employees, representatives, agents, members, successors, and assigns.
- 14. Validity and Severability. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.
- 15. <u>Amendment</u>. This Agreement may be amended only in a writing signed by the Parties hereto.
- 16. <u>Controlling Law, Jurisdiction and Venue</u>. This Reimbursement Agreement shall be governed by the laws of the State of Utah. Venue shall be in Salt Lake County, Utah.

**IN WITNESS WHEREOF**, the parties hereto have executed this Reimbursement Agreement as of the day and year first hereinabove written.

CITX:

By: \_\_\_\_\_

Name: David B. Newton, Mayor

Date:

[Signatures continued on following page]

APPROVED AS TO LEGAL FORM West Jordan City Attorney

MDate: 12-4-07

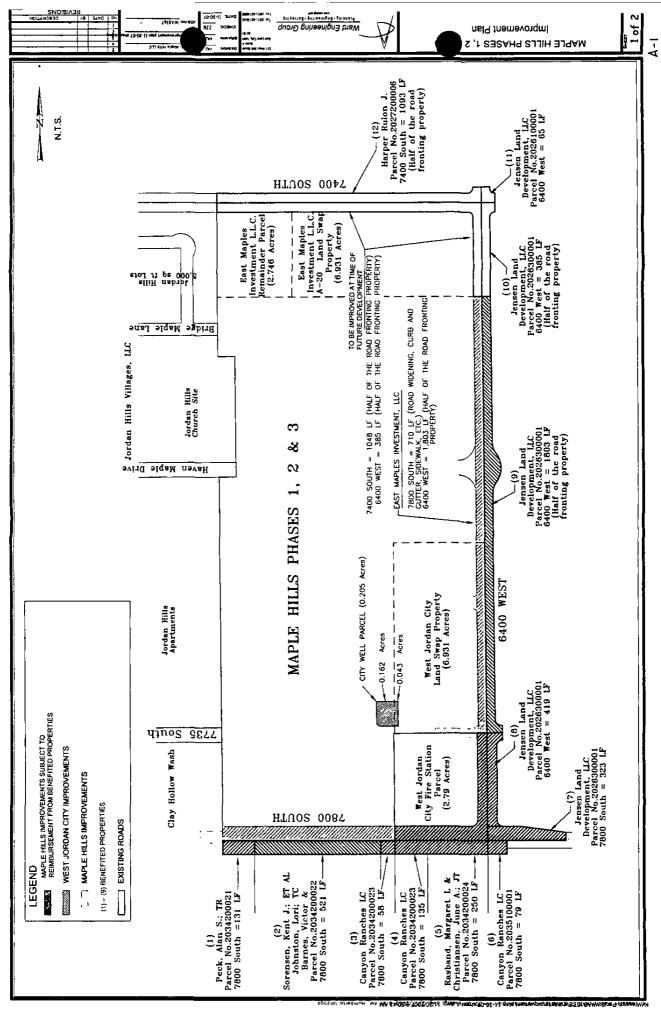
E Signal

BK 9580 PG 6117

Page 9 of 9 Reimbursement Agreement Maple Hills, LLC

DEVELOPER:
By:
Name, Title: TEM C DIEHT MANAGERT (Print or Type)
Date: 10-4-07
ACKNOWLEDGEMENT
STATE OF <u>Utah</u> )
COUNTY OF Set Lake ) ss.
On this day personally appeared before me Terry C. Drehl, to me known to be the Manager of East Maples Investment, u.C., the corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute said instrument on behalf of said corporation.
Dated: Decomber 4, 2007.
NOTARY PUBLIC LORETTA GRUNDVIG  3334 Schorr Circle West Jordan, Utah 84084 My Commission Expires Februar, 13, 2009 STATE OF UTAH  NOTARY PUBLIC LORETTA GRUNDVIG  3334 Schorr Circle West Jordan, Utah 84084 My appointment expires  21/3/07

# EXHIBIT A Property and Eligible Public Improvements



# Maple Hills Trade Parcel

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE

SOUTH 0°27'34" EAST, 2635.88 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 TO THE EAST QUARTER CORNER OF SAID SECTION 27 AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE

SOUTH 0°27'53" EAST, 384.55 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27; AND RUNNING THENCE SOUTH 89°50'25" WEST, 783.65 FEET; THENCE

NORTH 0°03'15" WEST, 385.97 FEET TO THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 27; THENCE

NORTH 89°56'45" EAST, 780.90 FEET TO THE EAST QUARTER CORNER OF SECTION 27;

CONTAINS 301,369 SQUARE FEET OR 6.92 ACRES.

# City's Trade Parcel

COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE

SOUTH 0°27'34" EAST, 2635.88 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 TO THE EAST QUARTER CORNER OF SAID SECTION 27 AND THENCE

SOUTH 0°27'53" EAST, 1402.30 FEET ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 27 TO THE POINT OF BEGINNING; THENCE

SOUTH 0°27'53" EAST, 755.05 FEET; THENCE

SOUTH 89°32'07" WEST, 201.00 FEET; THENCE

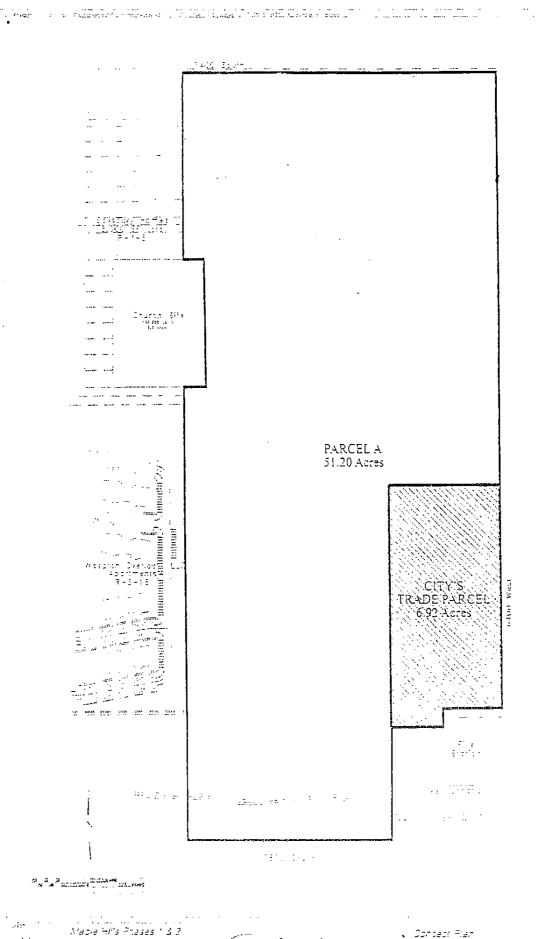
SOUTH 0°27'53" EAST, 60.00 FEET; THENCE

SOUTH 89°32'07" WEST, 182.99 FEET; THENCE

NORTH 0°27'53" WEST, 817.43 FEET; THENCE

NORTH 89°53'28" EAST, 384.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 301,367 SQUARE FEET OR 6.92 ACRES.



Pear versan lujan

421 4 with Land Swatt BK 9580 PG 6122

. Danses: Plan

# PARCEL A

COMMENCING AT A POINT AT THE SOUTH QUARTER CORNER SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN: THENCE ALONG THE SECTION LINE NORTH 89°53'28" EAST, A DISTANCE OF 1,571.41 FEET; THENCE NORTH 00°06'32" WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING: THENCE NORTH 00°27'53" WEST, A DISTANCE OF 1,472.20 FEET; THENCE NORTH 89°32'07" EAST, A DISTANCE OF 70.00 FEET; THENCE NORTH 00°27'53" WEST, A DISTANCE OF 493.60 FEET: THENCE SOUTH 89°32'07" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 00°27'53" WEST, A DISTANCE OF 249.00 FEET; THENCE NORTH 89°50'29" EAST, A DISTANCE OF 1,093.34 FEET TO A POINT ON THE EAST SECTION LINE OF SECTION 27: THENCE ALONG SAID SECTION LINE SOUTH 00°27'53" EAST, A DISTANCE OF 1.772.81 FEET; THENCE SOUTH 89°32'07" WEST, A DISTANCE OF 201.00 FEET; THENCE SOUTH 00°27'53" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 89°32'07" WEST, A DISTANCE OF 182.79 FEET; THENCE SOUTH 00°27'53" EAST, A DISTANCE OF 382.56 FEET; THENCE SOUTH 89°53'28" WEST, A DISTANCE OF 709.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 146 RESIDENTIAL LOTS
CONTAINS 2,230,173 SQUARE FEET OR 51.20 ACRES, MORE OR LESS.

# ADJACENT PARCEL

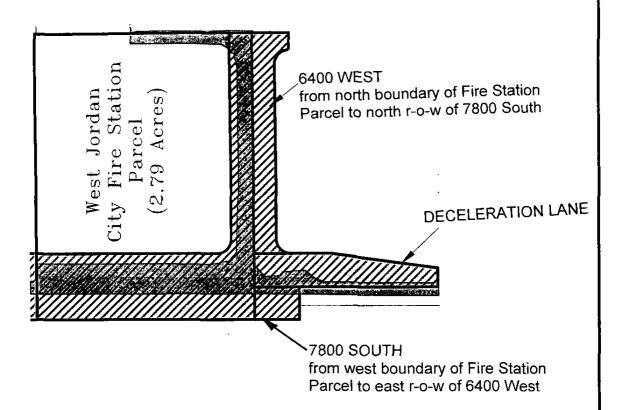
COMMENCING AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE SOUTH 0°27'34" EAST, 2635.88 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 TO THE EAST QUARTER CORNER OF SAID SECTION 27 AND THENCE SOUTH 89°56'45" WEST, 780.90 FEET ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 27 TO THE POINT OF BEGINNING; THENCE SOUTH 0°03'15" EAST, 385.97 FEET; THENCE SOUTH 89°50'29" WEST, 309.69 FEET; THENCE NORTH 0°27'53" WEST, 386.54 FEET; THENCE NORTH 89°56'45" EAST, 312.46 FEET TO THE POINT OF BEGINNING.

CONTAINS 120.132 SQUARE FEET OR 2.76 ACRES.

# **EXHIBIT B City Improvements**



# **CITY IMPROVEMENTS**



# **DEVELOPER IMPROVEMENTS**

All public improvements not identified herein as City Improvements

# **EXHIBIT C Benefited Properties and Reimbursement Estimates**

				7800 South				1 1	6400 West	
1 2	2		3	4	5	9	7	8	6	Total
Alan Peck   Kent Sorensen Canyon Ranch	Kent Sorensen Canyon	Canyon	Ranches	Fire Station	nes Fire Station Margaret Rasband	Elmer Wood	Elmer Wood Richard Craig	Fire Station	Richard Craig	
\$910.92 \$1,216.00		<i></i>	\$557.34	\$862.37	\$1,462.50	\$883.39	\$935.09	\$917.13	\$6,813.55	\$14,558.28
\$902.70 \$3,995.25			\$425.96	\$1,248.78	\$6,145.55	\$220.40	\$742.33	\$5,884.95	\$28,966.70	\$48,532.61
00'0\$ 00'0\$	\$0.00		\$0.00	\$0.00	00'0\$	00'0\$	\$0.00	\$0.00	\$32,563.50	\$32,563.50
\$9,278.36 \$1,216.00 \$1,		\$1,	\$1,466.82	\$6,874.83	\$10,130.66	\$4,791.36	\$3,085.40	\$6,230.66	\$56,218.36	\$99,292.45
\$8,534.16 \$14,375.40 \$6,		'9\$	\$6,165.63	\$10,164.84	09'290'9\$	\$2,697.18	\$2,927.33	\$0.00	\$53,546.83	\$104,478.85
\$5,168.63 \$20,649.20 \$2,		\$5	\$2,510.22	\$2,375.48	\$4,018.56	\$1,421.15	\$4,482.33	\$6,314.48	\$132,413.70	\$179,353.75
\$6,434.98 \$25,571.35 \$2,		\$2,	\$2,857.82	\$6,851.31	\$12,318.18	\$3,992.29	\$3,868.81	\$17,119.57	\$79,816.12	\$158,830.44
\$5,150.00 \$7,995.00		\$1	\$1,700.00	\$3,400.00	\$3,400.00		\$2,437.50	\$5,510.00	\$25,647.50	\$55,240
\$2,182.78 \$4,501.09			\$941.03	\$1,906.66	\$2,612.58	\$840.35	\$1,108.73	\$2,518.61	\$24,959.18	\$41,570.55
\$2,045.70 \$1,875.27 \$		\$	\$985.26	\$1,226.66	\$1,403.14	\$460.09	\$1,777,18	\$2,129.65	\$7,739.79	\$19,642.75
\$0.17 \$0.64	\$0.64		\$0.08	\$0.18	\$0.33	\$0.11	\$0.38	\$0.38	\$1.56	\$3.82
Total \$40,608.40 \$81,395.20 \$17,	\$81,395.20	\$17,	610.14	\$17,610.14 \$34,911.12	\$47,559.01	\$15,306.30	\$21,365.07	\$21,365.07 \$46,625.43	\$448,686.79	\$754,067.44

Maple Hills Impact Fee Reimbursement for Pavement upsizing

		Total				\$143,193.80
1						
	1   2   3   4   5   6   7   8   9     Alan Peck   Kent Sorensen Canyon Ranches   Fire Station   Margaret Rasband   Elmer Wood   Richard Craig   Fire Station   Richard Craig   Richard Craig	\$24,679.64				
Sizing			\$7,974.98			
ent for Pavement up			\$25,237.26			
Kelmourseme		\$6,814.06	\$5,855.04 \$13,628.12			
Impact ree		\$2,927.52	\$5,855.04			
		2	Kent Sorensen	\$26,297.22	\$26,297.22	\$52,594.44
		1	Alan Peck	\$6,612.16	\$6,612.16	\$13,224.32
	Location	Item	Parcel	Pavement (development side)	Pavement (benefitting property)	

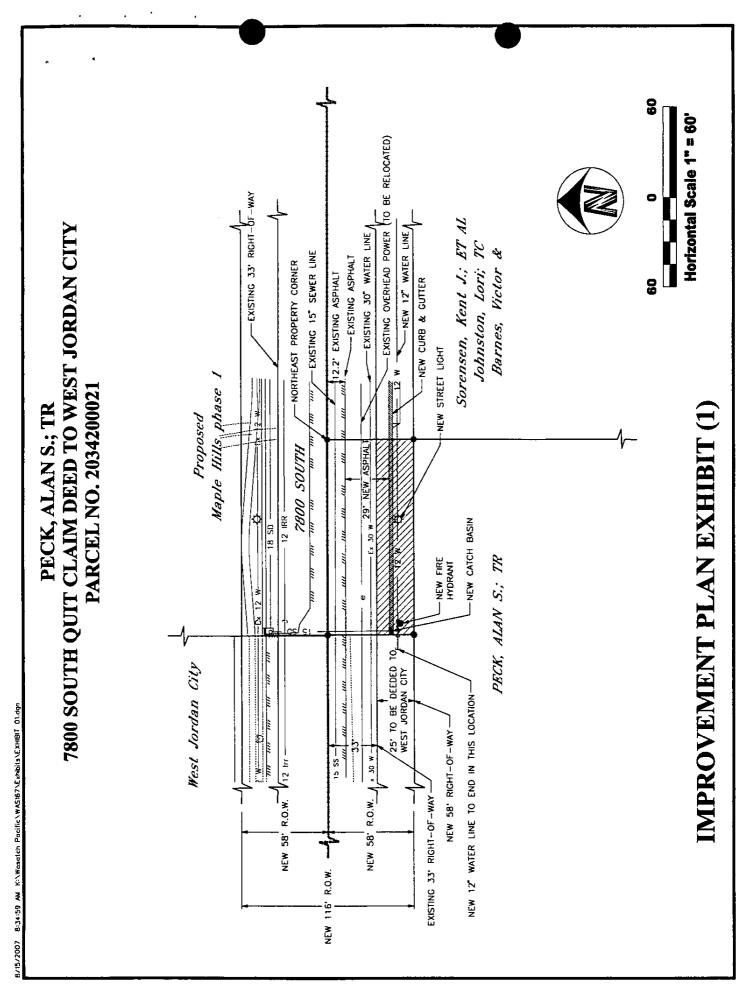
# (1) PECK, ALAN S.;TR 7800 SOUTH QUIT CLAIM DEED TO WEST JORDAN CITY PARCEL NO. 2034200021

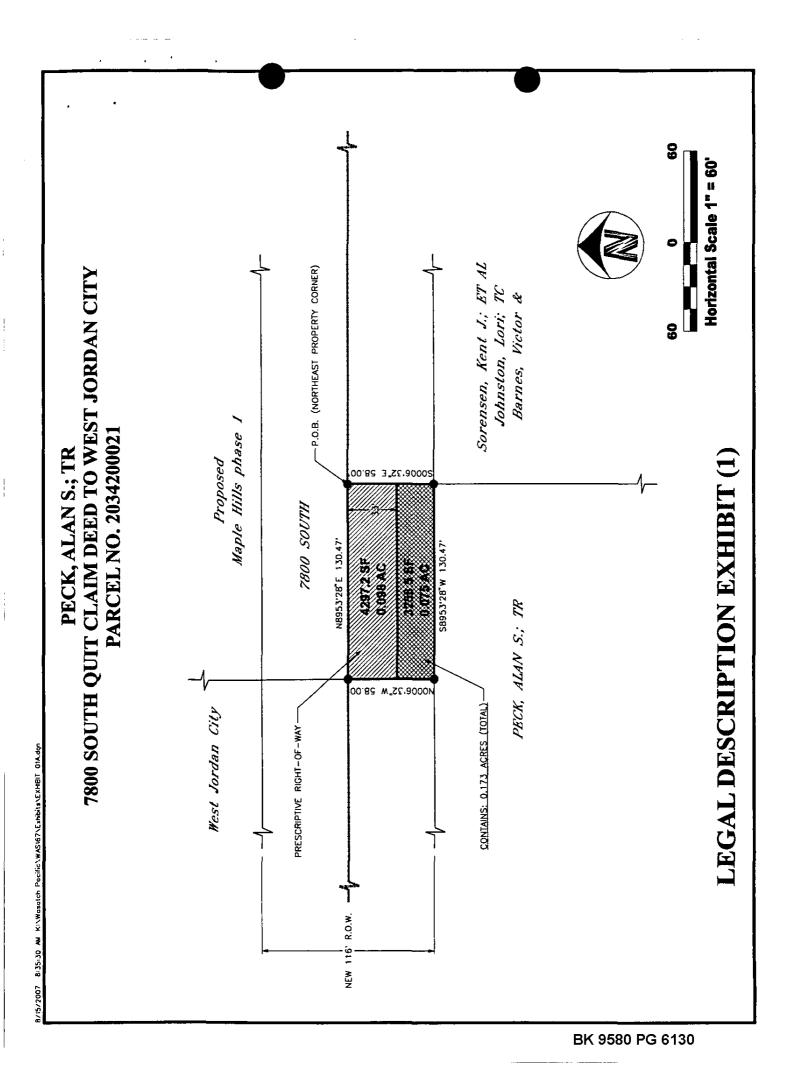
COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION 34 SOUTH 89°53'28" WEST, 962.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°06'32" EAST, 58.00 FEET TO A POINT ON THE NEW SOUTHERLY RIGHT OF WAY LINE FOR 7800 SOUTH STREET; THENCE SOUTH 89°53'28" WEST, 130.47 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE

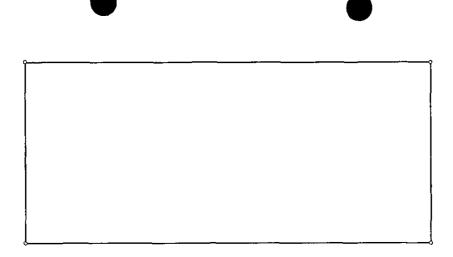
NORTH 00°06'32" WEST, 58.00 FEET TO A POINT ON SAID NORTH SECTION LINE; THENCE

NORTH 89°53'28" EAST, 130.47 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS: 7,567 SQ. FT. OR 0.173 ACRES MORE OR LESS.







Title:

Scale: 1 inch = 30 feet

File: 1.des

Tract 1: 0.174 Acres: 7567 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 377 Feet

001=s00.0632e 58
002=s89.5328w 130.47

Date: 11-05-2007

File: 1.des

003=n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 377 Feet

004=n89.5328e 130.47

(1)

# Maple Hills

# **Pioneering Agreement**

7800 South
Alan Peck
Parcel No. 20-34-200-021
Total Length 130.47'

<u>Description</u>

**Erosion Control Provisions:** \$ 910.92

 Earthwork:
 \$ 902.70

 Culinary Water:
 \$ 9,278.36

 Storm Drain:
 \$ 8,534.16

 Site Concrete:
 \$ 5,168.63

Asphalt: \$ 5,168.63

Miscellaneous: \$ 5,150.00 Engineering / Testing Fee (6%): \$ 2,182.78

City Fees: \$ 2,045.70

Land Cost: 0.173 ac @ Appraised Value

Total \$ 40,608.22

D		1			
Description	Unit	Qty	1	Cost	Total
Erosion Control Provision			•		
Silt Fence	LF	65	\$	2.85	\$ 185.92
Dust Control	LS	0.5	\$	1,000.00	\$ 500.00
Sweeping	HR	2.5	\$	90.00	\$ 225.00
		Erosion	Con	trol Total:	\$ 910.92
<u>Earthwork</u>					
Strip & Stockpile Topsoil	CY	16	\$	2.50	\$ 40.00
Site Cut to Fill	CY	48	\$	3.05	\$ 146.40
Subgrade Prep for Asphalt	SF	5,395	\$	0.10	\$ 539.50
Subgrade Prep for Site Concrete	LF	130	\$	1.36	\$ 176.80
		Ea	rthw	ork Total:	\$ 902.70
Culinary Water System					<del></del>
Connect to Existing	EA	0.5	\$	4,365.00	\$ 2,182.50
12" DI Pipe	LF	65.0	\$	50.58	\$ 3,287.70
12" Butterfly Valve	EA	0.5	\$	2,080.00	\$ 1,040.00
12" Fittings	EA	0.5	\$	1,300.00	\$ 650.00
Fire Hydrants	EA	0.5	\$	4,236.32	\$ 2,118.16
_			Culin	ary Total:	\$ 9,278.36
Storm Drain System					 
15" RCP	LF	43	\$	42.63	\$ 1,811.78
18" RCP	LF	65	\$	48.54	\$ 3,155.10
Combination Box	EA	0.5	\$	4,298.00	\$ 2,149.00
Double Curb Inlet	EA	0.5	\$	2,836.56	\$ 1,418.28
		Sto	rm Dı	rain Total:	\$ 8,534.16

. · Description		04.	_	Cont	 1	Total
	Unit	Qty		Cost	L	Total
Site Concrete		<u></u>		····		<u> </u>
30" Curb & Gutter	LF	130	\$	13.46	\$	1,756.13
5' X 5.5" Sidewalk	LF	130	\$	21.00	\$	2,730.00
6" Road base	TN	25	\$	27.30	\$	682.50
		Site C	onc	rete Total:	\$	5,168.63
Asphalt Paving						
3" Asphalt Paving	SF	5,395	\$	1.31	\$	7,067.45
3" Asphalt Upsizing	SF	-2,751	\$	1.31	\$	(3,603.81)
Asphalt Saw Cutting	LF	40	\$	2.00	\$	80.00
Mirifi Stabilization Fabric	SF	5,395	\$	0.50	\$	2,697.50
Mirifi Stabilization Fabric Upsizing	SF	-2,751	\$	0.50	\$	(1,375.50)
8" Road Base	TN	231	\$	11.53	\$	2,662.69
8" Road Base Upsizing	TN	-118	\$	11.53	\$	(1,357.75)
Fine Grade	SF	5,395	\$	0.10	\$	539.50
Fine Grade Upsizing	SF	-2,751	\$	0.10	\$	(275.10)
			Asp	halt Total:	\$	6,434.98
Miscellaneous						
Mobilization	EA	0.5	\$	2,500.00	\$	1,250.00
Traffic Control	EA	0.5	\$	1,000.00	\$	500.00
Street Lights	EA	1	\$	3,400.00	\$	3,400.00
		Misce	llane	ous Total:	\$	5,150.00
City Fees	······································	<del>*</del> -				
Engineering Review & Inspection Fee (4%)	LS	0.5	\$	3,000.00	\$	1,500.00
Bonding Fee (3%)	LS	0.5	\$	1,091.39	\$	545.70
			ity F	ees Total:	\$	2,045.70

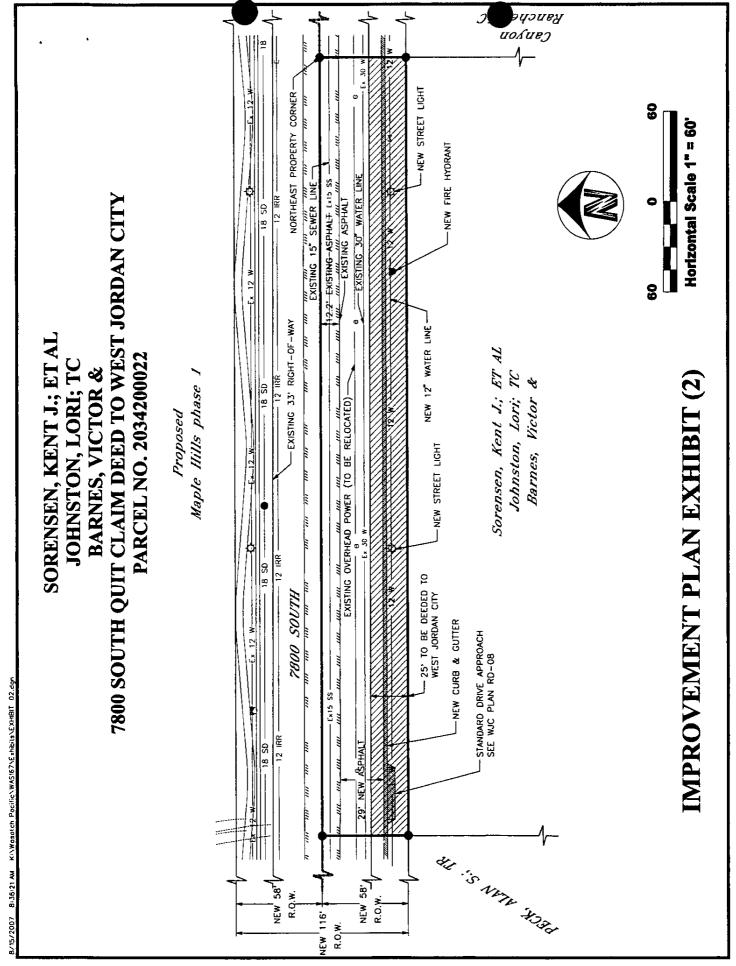
# Note:

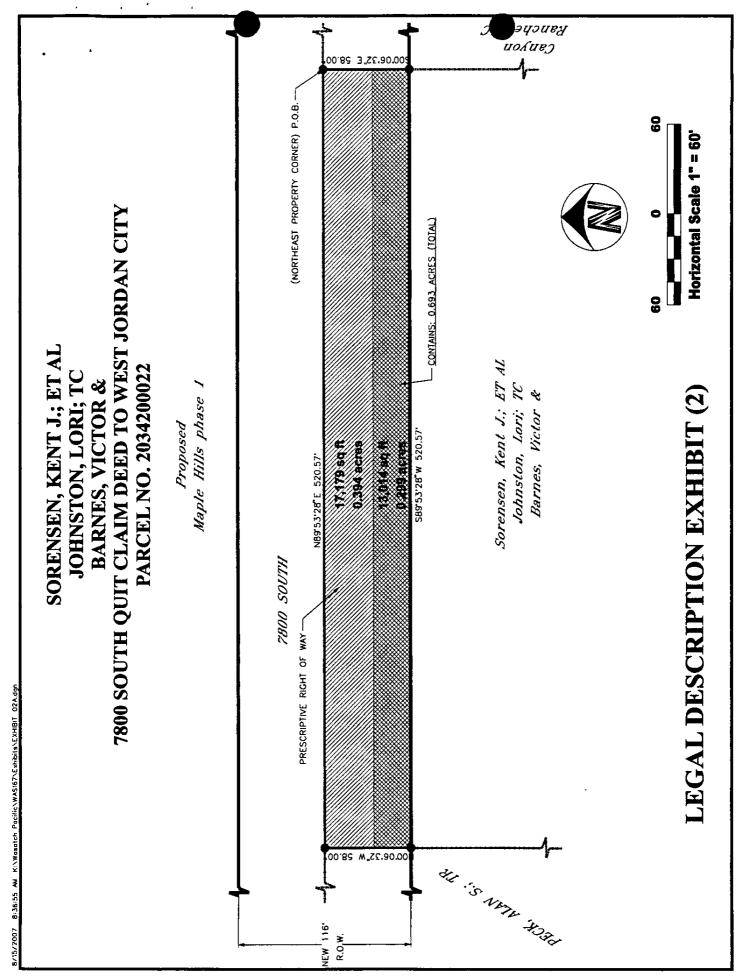
Amount not included in total above. Represents 1/2 the road width. Upsizing of Road paid by City Reimbursement. (6,612.16)

# (2) SORENSEN, KENT J.; ET AL JOHNSTON, LORI; TC BARNES, VICTOR & 7800 SOUTH QUIT CLAIM DEED TO WEST JORDAN CITY PARCEL NO. 2034200022

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION 34 SOUTH 89°53'28" WEST, 442.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°06'32" EAST, 58.00 FEET TO A POINT ON THE NEW SOUTHERLY RIGHT OF WAY LINE FOR 7800 SOUTH STREET; THENCE SOUTH 89°53'28" WEST, 520.57 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°06'32" WEST, 58.00 FEET TO A POINT ON SAID NORTH SECTION LINE; THENCE NORTH 89°53'28" EAST, 520.57 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS: 30,193 SQ. FT. OR 0.693 ACRES MORE OR LESS.





	 <del>.</del>	
<u></u>	 	<del></del>

Title:		Date: 11-05-2007
Scale: 1 inch = 100 feet	File: 2.des	
Tract 1: 0.693 Acres: 30193 Sq Fee	t: Closure = n00.0000e 0.00 Feet: Precision > 1/999999	9: Perimeter = 1157 Feet
001=s00.0632e 58 002=s89.5328w 520.57	003=n00.0632w 58 004=n89.5328e 520.57	

(2)

# Maple Hills

# Pioneering Agreement

7800 South

Kent J. Sorensen, Lori Johnson & Victor Barnes
Parcel No. 20-34-200-022
Total Length 520.57'

<u>Description</u>

Erosion Control Provisions: \$ 1,216.00

Earthwork: \$ 3,995.25

 Culinary Water:
 \$ 1,216.00

 Storm Drain:
 \$ 14,375.40

 Site Concrete:
 \$ 20,649.20

**Asphalt:** \$ 25,571.35

Miscellaneous: \$ 7,995.00

**Engineering / Testing Fee (6%):** \$ 4,501.09 **City Fees:** \$ 1,875.27

Land Cost: 0.693 ac @ Appraised Value

Total \$ 81,394.56

Description	Unit	Qty	Cost		Total
Erosion Control Provision		<u> </u>	<u> </u>		
Silt Fence	LF	260	\$ 2.85	\$	741.00
Dust Control	LS	0.5	\$ 500.00	\$	250.00
Sweeping	HR	2.5	\$ 90.00	\$	225.00
		Erosion	<b>Control Total:</b>	\$	1,216.00
<u>Earthwork</u>					
Strip & Stockpile Topsoil	CY	97	\$ 2.50	\$	242.50
Site Cut to Fill	CY	291	\$ 3.05	\$	887.55
Subgrade Prep for Asphalt	SF	21,580	\$ 0.10	\$	2,158.00
Subgrade Prep for Site Concrete	LF	520	\$ 1.36	\$	707.20
		Ea	rthwork Total:	\$	3,995.25
Culinary Water System					
12" DI Pipe	LF	260	\$ 50.58	\$	13,150.80
12" Butterfly Valve	EA	0.5	\$ 2,080.00	\$	1,040.00
12" Fittings	EA	0.5	\$ 1,300.00	\$	650.00
Fire Hydrants	EA	0.5	\$ 4,236.32	\$	2,118.16
		Culinary Total:			16,958.96
Storm Drain System					
18" RCP	LF	260	\$ 48.54	\$	12,620.40
5' Manhole	EA	0.5	\$ 3,510.00	\$	1,755.00
		Stor	m Drain Total:	\$	14,375.40

Description			1	_	1	
	Unit	Qty		Cost		Total
<u>Site Concrete</u>						
30" Curb & Gutter	<u>L</u> F	520	\$	13.46	\$	6,999.20
5' X 5.5" Sidewalk	LF	520	\$	21.00	\$	10,920.00
6" Road base	TN	100	\$	27.30	\$	2,730.00
		Site C	onc	rete Total:	\$	20,649.20
Asphalt Paving						
3" Asphalt Paving	SF	21,580	\$	1.31	\$	28,269.80
3" Asphalt Upsizing	SF	-10,941	\$	1.31	\$	(14,332.71)
Mirifi Stabilization Fabric	SF	21,580	\$	0.50	\$	10,790.00
Mirifi Stabilization Fabric Upsizing	SF	-10,941	\$	0.50	\$	(5,470.50)
8" Road Base	TN	924	\$	11.53	\$	10,650.77
8" Road Base Upsizing	TN	-468	\$	11.53	\$	(5,399.91)
Fine Grade	SF	21,580	\$	0.10	\$	2,158.00
Fine Grade Upsizing	SF	-10,941	\$	0.10	\$	(1,094.10)
	<u> </u>		Asp	halt Total:	\$	25,571.35
Miscellaneous						
Mobilization	ĒA	0.5	\$	1,500.00	\$	750.00
Traffic Control	EA	0.5	\$	500.00	\$	250.00
Raise Manholes	EA	0.5	\$	390.00	\$	195.00
Street Lights	EA	2	\$	3,400.00	\$	6,800.00
		Miscel	lane	ous Total:	\$	7,995.00
City Fees		<del></del>				
Engineering Review & Inspection Fee	LS	0.5	\$	1,500.00	\$	750.00
Bonding Fee (3%)	LS	0.5	\$	2,250.55	\$	1,125.27
			ity F	ees Total:	\$	1,875.27

# Note:

Amount not included in total above.

\$

(26, 297.22)

Represents 1/2 the road width.
Upsizing of Road paid by City Reimbursement.

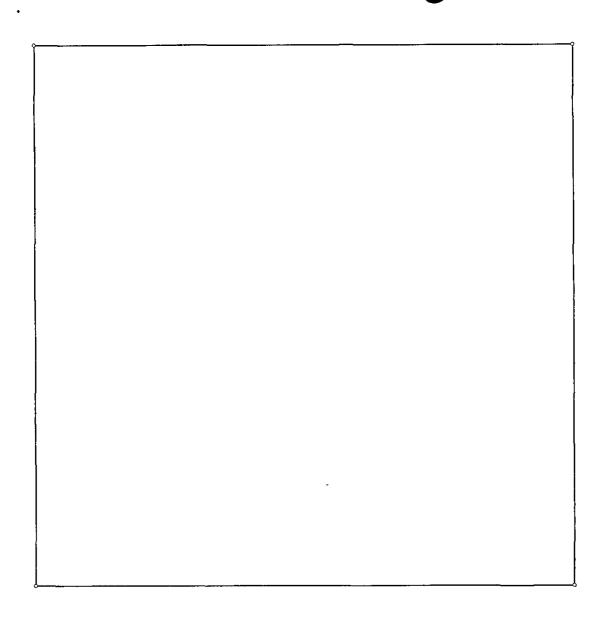
# (3) CANYON RANCHES LC 7800 SOUTH QUIT CLAIM DEED TO WEST JORDAN CITY PARCEL NO. 2034200023

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION 34 SOUTH 89°53'28" WEST, 384.53 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°06'32" EAST, 58.00 FEET TO THE NEW SOUTHERLY RIGHT OF WAY LINE FOR 7800 SOUTH STREET; THENCE SOUTH 89°53'28" WEST, 57.78 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°06'32" WEST, 58.00 FEET TO A POINT ON SAID NORTH SECTION LINE; THENCE

NORTH 89°53'28" EAST, 57.78 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS: 3,351 SQ. FT. OR 0.077 ACRES MORE OR LESS.

3/15/2007 8:38:08 AM K:\Wosatch Pacific\WAS167\Exhibits\EXHIBIT 03A.dgn



Title: Date: 11-05-2007

Scale: 1 inch = 10 feet File: 3.des

Tract 1: 0.077 Acres: 3351 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/9999999: Perimeter = 232 Feet

001=s00.0632e 58 003=n00.0632w 58
002=s89.5328w 57.78 004=n89.5328e 57.78

(3)

Maple Hills

# Pioneering Agreement

7800 South

Canyon Ranches, LC Parcel No. 20-34-200-023

Total Length 57.78'

**Description** 

**Erosion Control Provisions:** \$ 557.34

**Earthwork:** \$ 425.96 **Culinary Water:** \$ 1,466.82

 Storm Drain:
 \$
 6,165.63

 Site Concrete:
 \$
 2,510.22

**Asphalt:** \$ 2,857.82

Miscellaneous: \$ 1,700.00

**Engineering / Testing Fee (6%):** \$ 941.03 **City Fees:** \$ 985.26

Land Cost: 0.077 ac @ Apprised Value

Total \$ 17,610.06

Description	Unit	Qty		Cost	1	Total
Erosion Control Provision		<u> </u>		· -	•	
Silt Fence	LF	29	\$	2.85	\$	82.34
Dust Control	LS	0.5	\$	500.00	\$	250.00
Sweeping	HR	2.5	\$	90.00	\$	225.00
		Erosion	Cor	ntrol Total:	\$	557.34
<u>Earthwork</u>		<u> </u>		,	* · · · · · · · · · · · · · · · · · · ·	
Strip & Stockpile Topsoil	CY	9	\$	2.50	\$	22.50
Site Cut to Fill	CY	28	\$	3.05	\$	83.88
Subgrade Prep for Asphalt	SF	2,407	\$	0.10	\$	240.70
Subgrade Prep for Site Concrete	LF	58	\$	1.36	\$	78.88
		Ea	rthv	vork Total:	\$	425.96
Culinary Water System	-				<u> </u>	
12" DI Pipe	LF	29	\$	50.58	\$	1,466.82
			Culii	nary Total:	\$	1,466.82
Storm Drain System		<u> </u>		<del></del>		
15" RCP	LF	29	\$	42.63	\$	1,214.96
18" RCP	LF	29	\$	48.54	\$	1,383.39
Combination Box	EA	0.5	\$	4,298.00	\$	2,149.00
Double Curb Inlet	EA	0.5	\$	2,836.56	\$	1,418.28
		Sto	rm D	rain Total:	\$	6,165.63

Description	Unit	Qty	ļ	Cost		Total
<u> </u>			1 .		<u> </u>	
Site Concrete		<del>-</del>				<u> </u>
30" Curb & Gutter	LF	57	\$	13.46	\$	767.22
5' X 5.5" Sidewalk	LF	57	\$	21.00	\$	1,197.00
6" Road base	TN	20	\$	27.30	\$	546.00
		Site (	Conc	rete Total:	\$	2,510.22
Asphalt Paving						·
3" Asphalt Paving	SF	2,407	\$	1.31	\$	3,153.17
3" Asphalt Upsizing	SF	-1,218	\$	1.31	\$	(1,595.58)
Mirifi Stabilization Fabric	SF	2,407	\$	0.50	\$	1,203.50
Mirifi Stabilization Fabric Upsizing	SF	-1,218 \$ 0.50			\$	(609.00)
8" Road Base	TN	103	\$	11.53	\$	1,187.97
8" Road Base Upsizing	TN	-52	\$	11.53	\$	(601.14)
Fine Grade	SF	2,407	\$	0.10	\$	240.70
Fine Grade Upsizing	SF	-1,218	\$	0.10	\$	(121.80)
		Asphalt Total:			\$	2,857.82
Miscellaneous	-					
Street Lights	ĒA	0.5	\$	3,400.00	\$	1,700.00
		Miscellaneous Total:			\$	1,700.00
City Fees				<u>-</u>		
Engineering Review & Inspection Fee (4%)	LS	0.5	\$	1,500.00	\$	750.00
Bonding Fee (3%)	LS	0.5	\$	470.51	\$	235.26
	1		ity F	ees Total:	\$	985.26

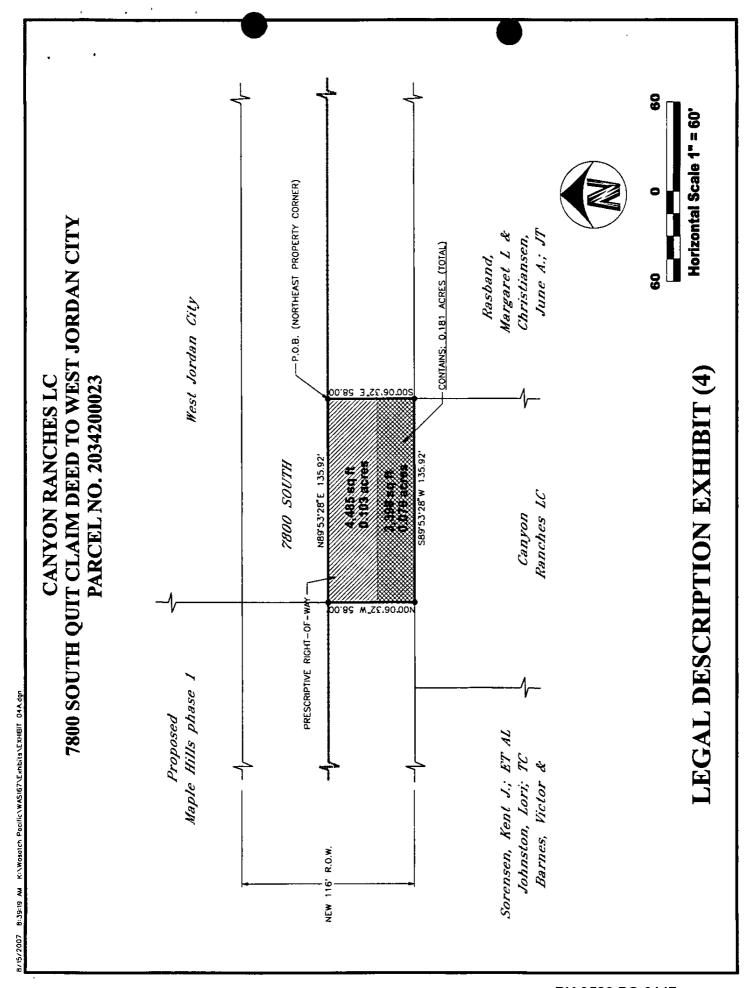
# Note:

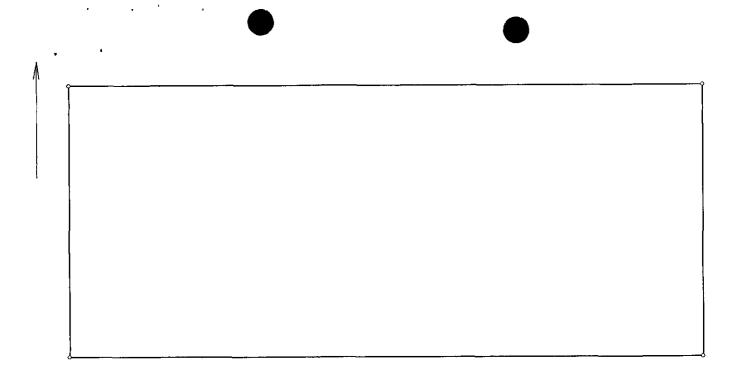
Amount not included in total above. Represents 1/2 the road width. Upsizing of Road paid by City Reimbursement. (2,927.52)

### (4) CANYON RANCHES LC 7800 SOUTH QUIT CLAIM DEED TO WEST JORDAN CITY PARCEL NO. 2034200023

COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION 34 SOUTH 89°53'28" WEST, 248.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°06'32" EAST, 58.00 FEET TO THE NEW SOUTHERLY RIGHT OF WAY LINE FOR 7800 SOUTH STREET; THENCE SOUTH 89°53'28" WEST, 135.92 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°06'32" WEST, 58.00 FEET TO A POINT ON SAID NORTH SECTION LINE; THENCE NORTH 89°53'28" EAST, 135.92 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS: 7,883 SQ. FT. OR 0.181 ACRES MORE OR LESS.





Title:		Date: 11-05-2007
Scale: 1 inch = 20 feet	File: 4.des	
Tract 1: 0.181 Acres: 7883 Sq Fee	t: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 38	8 Feet
001=s00.0632e 58 002=s89.5328w 135.92	003=n00.0632w 58 004=n89.5328e 135.92	

(4)

### Maple Hills

### Pioneering Agreement

7800 South

Canyon Ranches, LC (Fire Station)
Parcel No. 20-34-200-023
Total Length 135.92'

**Description** 

**Erosion Control Provisions:** \$ 862.37

**Earthwork:** \$ 1,248.78

**Culinary Water:** \$ 6,874.83 **Storm Drain:** \$ 10,164.84

**Site Concrete:** \$ 2,375.48

**Asphalt:** \$ 6,851.31

Miscellaneous: \$ 3,400.00

Engineering / Testing Fee (6%): \$ 1,906.66

City Fees: \$ 1,226.66 Land Cost: 0.181 ac @ Appraised Value

Total \$ 34,910.94

Description	l l m i é	Qty		Cost		Total
Erosion Control Provision	Unit	Qty	<u>}_</u>	Cost	<u> </u>	Total
Silt Fence	LF	136	<b>T</b> \$	2.85	\$	387.37
Dust Control	LS	0.5	\$	500.00	\$	250.00
Sweeping	EA	2.5	\$	90.00	\$	225.00
	-	Erosion	Cor	trol Total:	\$	862.37
<u>Earthwork</u>	-	<u> </u>				
Strip & Stockpile Topsoil	CY	43	\$	2.50	\$	106.25
Site Cut to Fill	CY	127	\$	3.05	\$	387.66
Subgrade Prep for Asphalt	SF	5,686	\$	0.10	\$	568.55
Subgrade Prep for Site Concrete	LF	137	\$	1.36	\$	186.32
		Ea	rthw	ork Total:	\$	1,248.78
Culinary Water System						
12" DI Pipe	LF	136	\$	50.58	\$	6,874.83
			Culir	nary Total:	\$	6,874.83
Storm Drain System						
18" RCP	LF	136	\$	48.54	\$	6,597.56
Combination Box	EA	0.5	\$	4,298.00	\$	2,149.00
Double Curb Inlet	EA	0.5	\$	2,836.56	\$	1,418.28
		Sto	rm D	rain Total:	\$	10,164.84

Description	Unit	Qty	Cost	 	Total
<u> </u>		1			· · · · · · · · · · · · · · · · · · ·
Site Concrete					
30" Curb & Gutter	LF	136	\$ 13.46	\$	1,829.48
6" Road base	TN	20	\$ 27.30	\$	546.00
		Site (	Concrete Total:	\$	2,375.48
Asphalt Paving					
3" Asphalt Paving	SF	5,686	\$ 1.31	\$	7,448.01
3" Asphalt Upsizing	SF	-2,835	\$ 1.31	\$	(3,713.85)
Mirifi Stabilization Fabric	SF	5,686	\$ 0.50	\$	2,842.75
Mirifi Stabilization Fabric Upsizing	SF	-2,835	\$ 0.50	\$	(1,417.50)
8" Road Base	TN	243	\$ 11.53	\$	2,806.07
8" Road Base Upsizing	TN	-121	\$ 11.53	\$	(1,399.21)
Fine Grade	SF	5,686	\$ 0.10	\$	568.55
Fine Grade Upsizing	SF	-2,835	\$ 0.10	\$	(283.50)
	]		Asphalt Total:	\$	6,851.31
Miscellaneous					
Street Lights	EA	1	\$ 3,400.00	\$	3,400.00
		Misce	laneous Total:	\$	3,400.00
City Fees	<del></del>	<del></del>			
Engineering Review & Inspection Fee (4%)	LS	0.5	\$ 1,500.00	\$	750.00
Bonding Fee (3%)	LS	0.5	\$ 953.33	\$	476.66
			ity Fees Total:	\$	1,226.66

Amount not included in total above. Represents 1/2 the road width. Upsizing of Road paid by City Reimbursement. (6,814.06)

# (5) RASBAND, MARGARET L & CHRISTIANSEN, JUNE A.; JT 7800 SOUTH QUIT CLAIM DEED TO WEST JORDAN CITY PARCEL NO. 2034200024

BEGINNING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE EAST SECTION LINE OF SAID SECTION 34 SOUTH 00°38'17" WEST, 58.01 FEET TO THE NEW SOUTHERLY RIGHT OF WAY LINE FOR 7800 SOUTH STREET; THENCE SOUTH 89°53'28" WEST, 247.85 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°06'32" WEST, 58.00 FEET TO A POINT ON SAID NORTH SECTION LINE; THENCE NORTH 89°53'28" EAST, 248.61 FEET ALONG SAID NORTH SECTION LINE TO THE POINT OF BEGINNING.

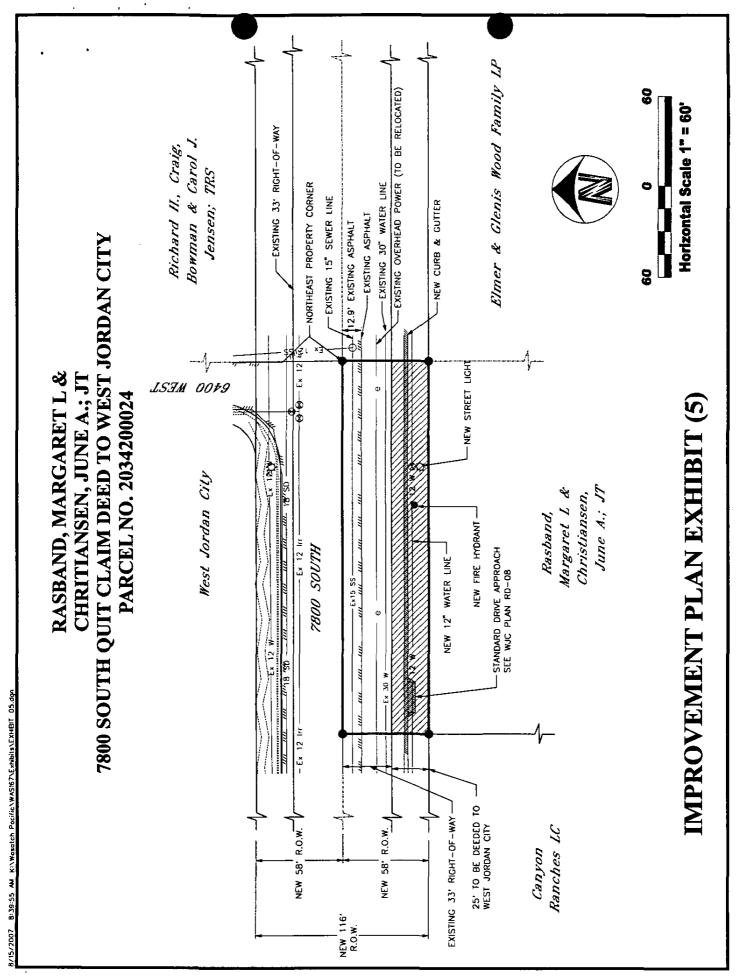
CONTAINS: 14,397 SQ. FT. OR 0.330 ACRES MORE OR LESS.

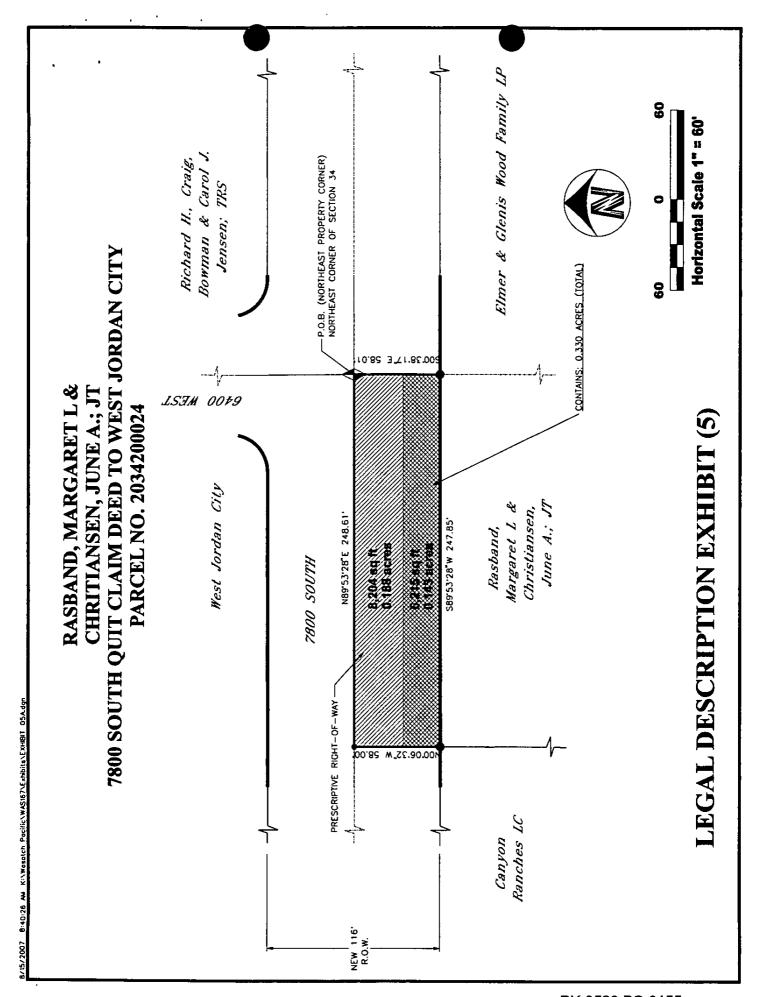
# (5) RASBAND, MARGARET L & CHRISTIANSEN, JUNE A.; JT TEMPORARY CONSTRUCTION EASEMENT TO BE VACATED UPON COMPLETION OF DRIVEWAY PARCEL NO. 2034200024

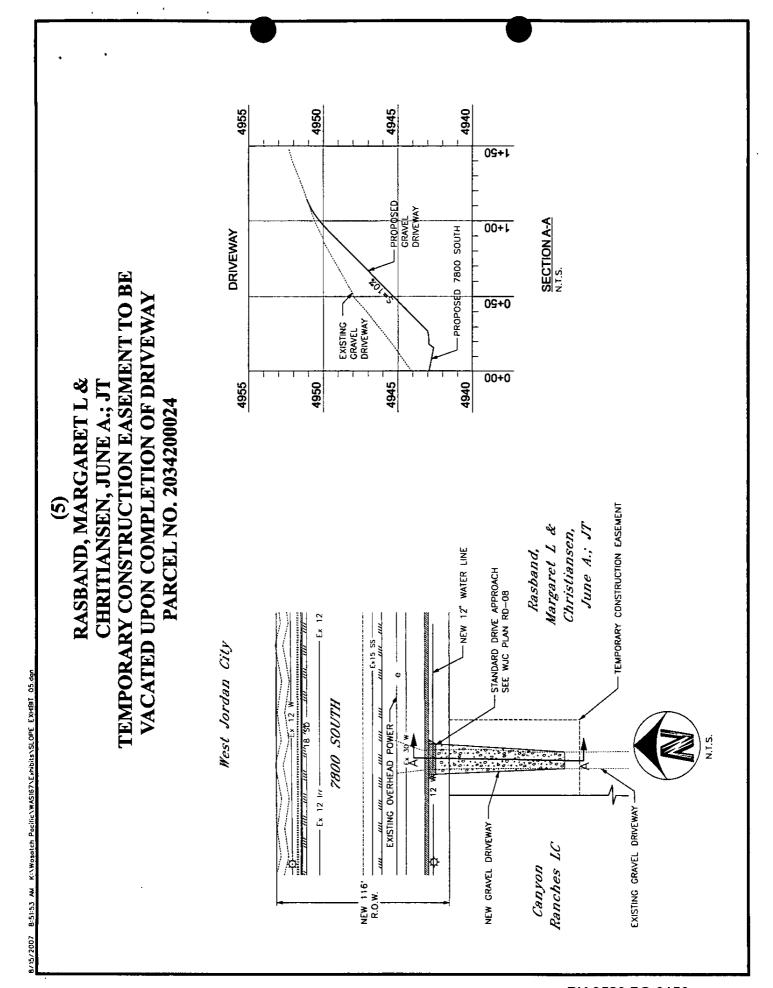
COMMENCING AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SECTION 34 SOUTH 89°53'28" WEST, 198.61 FEET; THENCE SOUTH 0°06'32" EAST, 58.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF 7800 SOUTH STREET SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 0°06'32" EAST, 88.00 FEET; THENCE

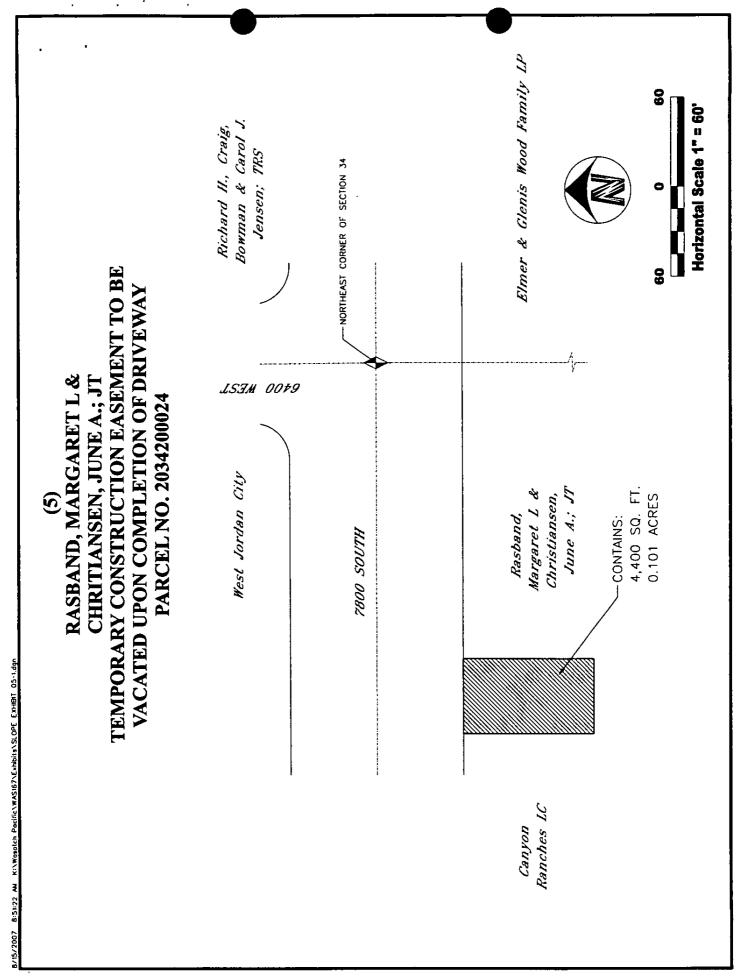
SOUTH 89°53'28" WEST, 50.00 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SAID PARCEL NO. 2034200024; THENCE NORTH 0°06'32" WEST, 88.00 FEET; ALONG SAID WEST BOUNDARY LINE TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 89°53'28" EAST, 50.00 FEET ALONG SAID SOUTH RIGH OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINS: 4,400 SQ. FT. OR 0.101 ACRES MORE OR LESS.





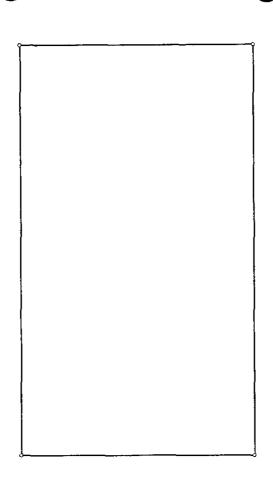




<b></b>	o	 	

Title:		Date: 11-05-2007
Scale: 1 inch = 40 feet	File:	
Tract 1: 0.331 Acres: 14398 Sq Feet: Clo	osure = n36.4237w 0.01 Feet: Precision =1/96970: Perimeter = 612 Fe	<del>xe</del> t
001=s00.3817w 58.01	003=n00.0632w 58	

BK 9580 PG 6158



Title:		Date: 11-05-2007
Scale: 1 inch = 20 feet	File: 5-1.des	
Tract 1: 0.101 Acres: 4400 Sq Fee	t: Closure = n00.0000e 0.00 Feet: Precision >1/999999: F	Perimeter = 276 Feet
001=s00.0632e 88	003=n00.0632w 88	
002=s89.5328w 50	004=n89.5328e 50	

### (5)

### Maple Hills

### Pioneering Agreement

7800 South

Margaret L. Rasband, June A. Christiansen (Fire Station)
Parcel No. 20-34-200-024
Total Length 247.85'

**Description** 

Erosion Control Provisions: \$ 1,462.50

**Earthwork:** \$ 6,145.55 **Culinary Water:** \$ 10,130.66

 Storm Drain:
 \$
 6,067.50

 Site Concrete:
 \$
 4,018.56

**Asphalt:** \$ 12,318.18

Miscellaneous: \$ 3,400.00

Engineering / Testing Fee (6%): \$ 2,612.58

City Fees: \$ 1,403.14

Land Cost: 0.33 ac @ Appraised Value

Total \$ 47,558.68

Description	Unit	Qty	Cost	1	Total
Erosion Control Provision			<u></u>		·· <del>-</del>
Silt Fence	LF	250	\$ 2.85	\$	712.50
Dust Control	LS	0.5	\$ 1,000.00	) \$	500.00
Sweeping	LS	0.5	\$ 500.00	\$	250.00
		Erosion	Control Total	\$	1,462.50
<u>Earthwork</u>				_	
Strip & Stockpile Topsoil	CY	85	\$ 50.58	\$ \$	4,299.30
Site Cut to Fill	CY	256	\$ 2.50	\$	638.75
Subgrade Prep for Asphalt	SF	10,375	\$ 0.10	\$	1,037.50
Subgrade Prep for Site Concrete	LF	125	\$ 1.36	\$	170.00
		Ea	rthwork Total:	\$	6,145.55
Culinary Water System				-, -	
12" DI Pipe	LF	125	\$ 50.58	\$ \$	6,322.50
12" Butterfly Valve	EA	0.5	\$ 2,080.00	\$	1,040.00
12" Fittings	EA	0.5	\$ 1,300.00	\$	650.00
Fire Hydrants	EA	0.5	\$ 4,236.32	\$	2,118.16
			Culinary Total:	\$	10,130.66
Storm Drain System					
18" RCP	LF	125	\$ 48.54	\$	6,067.50
		Storm Drain Total:			6,067.50
Site Concrete					
30" Curb & Gutter	LF	248	\$ 13.46	\$	3,336.06
6" Road base	TN	25	\$ 27.30	\$	682.50
		Site C	oncrete Total:	\$	4,018.56

. Description	Unit	Qty	Cost	1	Total
	1 Oine			<u></u>	· otai
Asphalt Paving		*			<del></del>
3" Asphalt Paving	SF	10,375	\$ 1.31	\$	13,591.25
3" Asphalt Upsizing	SF	-5,250	\$ 1.31	\$	(6,877.50)
Mirifi Stabilization Fabric	SF	10,375	\$ 0.50	\$	5,187.50
Mirifi Stabilization Fabric Upsizing	SF	-5,250	\$ 0.50	\$	(2,625.00)
8" Road Base	TN	444	\$ 11.53	\$	5,120.56
8" Road Base Upsizing	TN	-225	\$ 11.53	\$	(2,591.13)
Fine Grade	SF	10,375	\$ 0.10	\$	1,037.50
Fine Grade Upsizing	SF	-5,250	\$ 0.10	\$	(525.00)
			Asphalt Total:	\$	12,318.18
Miscellaneous					
Street Light	EA	1	\$ 3,400.00	\$	3,400.00
		Miscellaneous Total:		\$	3,400.00
City Fees					
Engineering Review & Inspection Fee (4%)	LS	0.5	\$ 1,500.00	\$	750.00
Bonding Fee (3%)	LS	0.5	\$ 1,306.29	\$	653.14
		С	ity Fees Total:	\$	1,403.14

Amount not included in total above. Represents 1/2 the road width. Upsizing of Road paid by City Reimbursement. (12,618.63)

### **(6)**

### CANYON RANCHES LC 7800 SOUTH QUIT CLAIM DEED TO WEST JORDAN CITY PARCEL NO. 2035100001

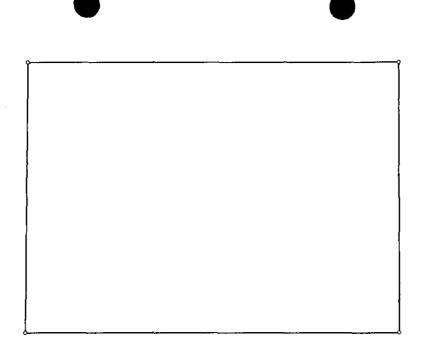
BEGINNING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION 35, NORTH 89°58'35" EAST, 79.57 FEET; THENCE SOUTH 00°01'25" EAST, 58.00 FEET TO THE NEW SOUTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE SOUTH 89°58'35" WEST, 80.23 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO A POINT ON THE WEST SECTION LINE OF SECTION 35; THENCE ALONG SAID WEST SECTION LINE NORTH 0°38'17 EAST, 58.01 TO THE POINT OF BEGINNING.

CONTAINS: 4,634 SQ. FT. OR 0.106 ACRES MORE OR LESS.

11/19/2007 12:58

9

BK 9580 PG 6164



Title:		Date: 11-05-2007
Scale: 1 inch = 20 feet	File: 6.des	
Tract 1: 0.106 Acres: 4634 Sq Fee	:: Closure = s58.1209w 0.01 Feet: Precision =1/23685: Perimeter	r = 276 Feet
001=n89.5835e 79.57	003=s89.5835w 80.23	
002=s00.0125e 58	004=n0.3817e 58.01	

(6)

### Maple Hills

### Pioneering Agreement

7800 South

Elmer & Glenis Wood Family LP Parcel No. 20-35-100-001 Total Length 80.23'

**Description** 

Erosion Control Provisions: \$ 883.39

**Earthwork:** \$ 220.40

**Culinary Water:** \$ 4,791.36 **Storm Drain:** \$ 2,697.18

**Site Concrete:** \$ 1,421.15

**Asphalt:** \$ 3,992.29

Engineering / Testing Fee (6%): \$ 840.35

*City Fees:* \$ 460.09

Land Cost: 0.106 ac @ Appraised Value

Total \$

15,306.20

	<u> </u>					
Description	Unit	Qty		Cost	1	Total
Erosion Control Provisions						•
Silt Fence	LF	40	\$	2.85	\$	113.39
Dust Control	LS	0.5	\$	1,000.00	\$	500.00
Sweeping	HR	3	\$	90.00	\$	270.00
		Erosion	Con	trol Total:	\$	883.39
<u>Earthwork</u>		• · · · · · · · · · · · · · · · · · · ·			<u> </u>	
Subgrade Prep for Asphalt	SF	1,660	\$	0.10	\$	166.00
Subgrade Prep for Site Concrete	LF	40	\$	1.36	\$	54.40
		Ea	irthw	ork Total:	\$	220.40
Culinary Water System	<u> </u>	•				
12" DI Pipe	LF	40	\$	50.58	\$	2,023.20
12" Fittings	EA	0.5	\$	1,300.00	\$	650.00
Fire Hydrants	EA	0.5	\$	4,236.32	\$	2,118.16
			Culir	nary Total:	\$	4,791.36
Storm Drain System						
15" RCP	LF	30	\$	42.63	\$	1,278.90
Double Curb Inlet	EA	0.5	\$	2,836.56	\$	1,418.28
		Stor	m D	rain Total:	\$	2,697.18
Site Concrete						
30" Curb & Gutter	LF	80	\$	13.46	\$	1,079.90
6" Road base	TN	12.5	\$	27.30	\$	341.25
		Site C	onc	rete Total:	\$	1,421.15

Description		0.5	ı	04	ı	<b>T</b> - 4 - 1
<u> </u>	Unit	Qty		Cost	<u> </u>	Total
Asphalt Paving						
3" Asphalt Paving	SF	3,320	\$	1.31	\$	4,349.20
3" Asphalt Upsizing	SF	-1,659	\$	1.31	\$	(2,173.29)
Mirifi Stabilization Fabric	SF	3,320	\$	0.50	\$	1,660.00
Mirifi Stabilization Fabric Upsizing	SF	-1,659	\$	0.50	\$	(829.50)
8" Road Base	TN	142	\$	11.53	\$	1,638.58
8" Road Base Upsizing	TN	-71	\$	11.53	\$	(818.80)
Fine Grade	SF	3,320	\$	0.10	\$	332.00
Fine Grade Upsizing	SF	-1,659	\$	0.10	\$	(165.90)
		Asphalt Total:		\$	3,992.29	
City Fees						
Engineering Review & Inspection Fee (4%)	LS	0.5	\$	500.00	\$	250.00
Bonding Fee (3%)	LS	0.5	\$	420.17	\$	210.09
			ity Fe	es Total:	\$	460.09

Amount not included in total above.

Represents 1/2 the road width.

Upsizing of Road paid by City Reimbursement.

(3,987.49)

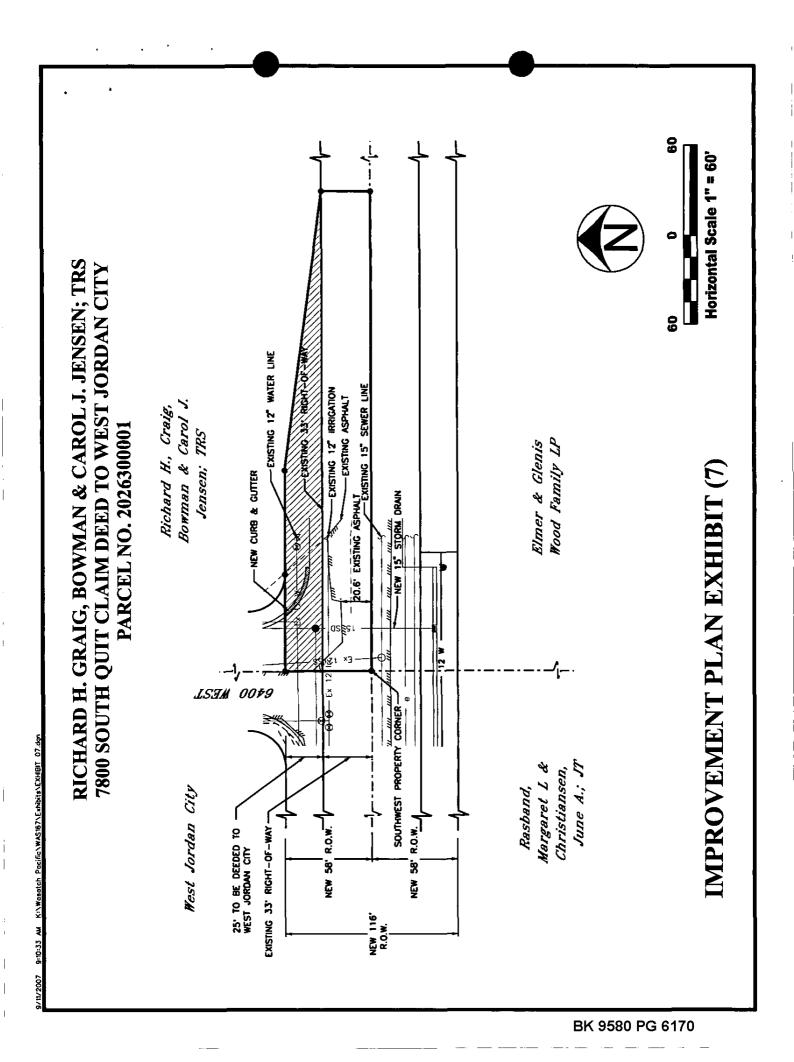
## (7) RICHARD H. GRAIG, BOWMAN & CAROL J. JENSEN; TRS 7800 SOUTH QUIT CLAIM DEED TO WEST JORDAN CITY PARCEL NO. 2026300001

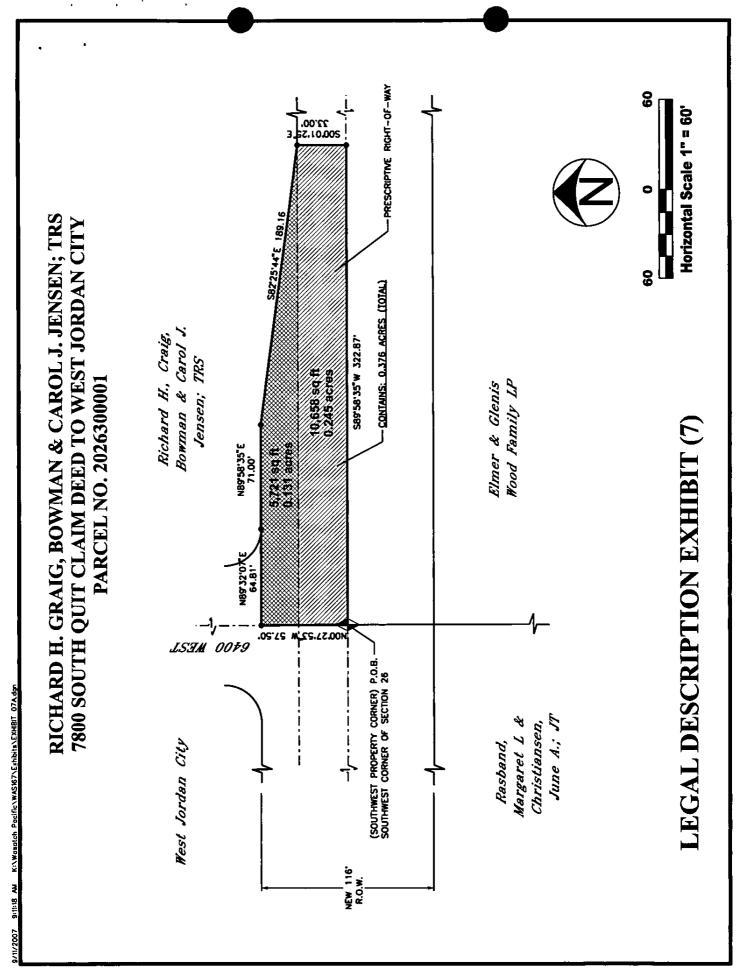
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST SECTION LINE OF SAID SECTION 26 NORTH 0°27'53" WEST, 57.50 FEET; THENCE NORTH 89°32'07 EAST, 64.81 FEET TO THE NEW NORTHERLY RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: NORTH 89°58'35" EAST, 71.00 FEET; SOUTH 82°25'44" EAST, 189.16 FEET; THENCE SOUTH 90°01'25" EAST, 33.00 FEET TO THE SOUTH SECTION LINE OF SAID SECTION 26; THENCE ALONG SAID SOUTH SECTION LINE SOUTH 89°58'35" WEST, 322.87 FFET TO THE POINT OF BEGINNING.

CONTAINS: 16,379 SQ. FT. OR 0.376 ACRES MORE OR LESS.



Title:		Date: 09-19-2007
Scale: 1 inch = 50 feet	File: Richard H Graig 7 update.des	
Tract 1: 0.376 Acres: 16379 Sq Feet: 0	Closure = n52.0010e 0.01 Feet: Precision =1/146813: Perimeter = 738 Fee	t
001=n0.2753w 57.5 002=n89.3207e 64.81 003=n89.5835e 71	004=s82.2544e 189.16 005=s00.0125e 33 006=s89.5835w 322.87	





Title:		
Scale: 1 inch = 50 feet	File: 7.des	
Tract 1: 0.376 Acres: 16379 Sq F	et: Closure = n52.0010e 0.01 Feet: Precision = 1/1468	13: Perimeter = 738 Feet
001≈n00.2753w 57.5	004=s82.2544e 189.16	:
002≈n89.3207e 64.81	005=s00.0125e 33	
003≈n89.5835e 71	006=s89.5835w 322.87	

**(7)** 

### Maple Hills

### Pioneering Agreement

7800 South

Richard Craig, Bowman & Carol T. Jensen, TRS
Parcel No. 20-26-300-001
Total Length 322.87'

**Description** 

Erosion Control Provisions: \$ 935.09

**Earthwork:** \$ 742.33

 Culinary Water:
 \$ 3,085.40

 Storm Drain:
 \$ 2,927.33

 Site Concrete:
 \$ 4,482.33

 Asphalt:
 \$ 3,868.81

Miscellaneous: \$ 2,437.50

Engineering / Testing Fee (6%): \$ 1,108.73

**City Fees:** \$ 1,777.18

Land Cost: 0.376 ac @ Appraised Value

Total \$ 21,364.69

Description	Unit	Qty	Cost		Total
Erosion Control Provisions			<u> </u>	•	
Silt Fence	LF	161	\$ 2.85	5   \$	460.09
Dust Control	LS	0.5	\$ 500.00	) \$	250.00
Sweeping	HR	2.5	\$ 90.00	\$	225.00
		Erosion	Control Total:	\$	935.09
<u>Earthwork</u>	<u> </u>				
Strip & Stockpile Topsoil	CY	3.5	\$ 2.50	) \$	8.75
Site Cut to Fill	CY	10.5	\$ 3.05	\$	32.03
Subgrade Prep for Asphalt	SF	6,744	\$ 0.10	\$	674.35
Subgrade Prep for Site Concrete	LF	20	\$ 1.36	\$	27.20
		Sewer Total:			742.33
Storm Drain System	-		<u> </u>		
15" RCP	LF	28	\$ 42.63	\$	1,172.33
5' Manhole	EA	0.5	\$ 3,510.00	\$	1,755.00
		Sto	rm Drain Total:	\$	2,927.33
Culinary Water System				•	-
Connection to Existing	EA	0.5	\$ 4,365.00	) \$	2,182.50
12" DI Pipe	LF	5	\$ 50.58	\$	252.90
12" Fittings	EA	0.5	\$ 1,300.00		650.00
·			Culinary Total:	\$	3,085.40
Site Concrete					
30" Curb & Gutter	LF	323	\$ 13.46		4,345.83
6" Road base	TN	-5	\$ 27.30		136.50
		Site Concrete Total:			4,482.33

Description	Unit	Qty		Cost	Total
Asphalt Paving					
3" Asphalt Paving	SF	6,744	\$	1.31	\$ 8,833.99
3" Asphalt Upsizing	SF	-5,134	\$	1.31	\$ (6,725.54)
Mirifi Stabilization Fabric	SF	6,744	\$	0.50	\$ 3,372.00
Mirifi Stabilization Fabric Upsizing	SF	-5,134	\$	0.50	\$ (2,567.00)
8" Road Base	TN	289	\$	11.53	\$ 3,328.24
8" Road Base Upsizing	TN	-220	\$	11.53	\$ (2,533.88)
Fine Grade	SF	6,744	\$	0.10	\$ 674.40
Fine Grade Upsizing	SF	-5,134	\$	0.10	\$ (513.40)
		Asphalt Total:			\$ 3,868.81
Miscellaneous					
Mobilization	EA	0.5	\$	3,500.00	\$ 1,750.00
Raise Manholes	EA	0.5	\$	375.00	\$ 187.50
Traffic Control	EA	0.5	\$	1,000.00	\$ 500.00
		Miscellaneous Total:			\$ 2,437.50
City Fees					
Engineering Review & Inspection Fee (4%)	LS	0.5	\$	3,000.00	\$ 1,500.00
Bonding Fee (3%)	LS	0.5	\$	554.36	\$ 277.18
		C	ity F	ees Total:	\$ 1,777.18

Amount not included in total above. Represents 1/2 the road width. Upsizing of Road paid by City Reimbursement. (12,339.82)

# (8) RICHARD H. GRAIG, BOWMAN & CAROL J. JENSEN; TRS 6400 WEST QUIT CLAIM DEED TO WEST JORDAN CITY PARCEL NO. 2026300001

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST SECTION LINE OF SECTION 26 NORTH 0°27'53" WEST, 57.50 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID WEST SECTION LINE NORTH 0°27'53" WEST, 390.44 FEET; THENCE NORTH 89°32'07" EAST, 65.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF 6400 WEST STREET, THENCE SOUTH 00°27'53" EAST, 30.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", SAID POINT ALSO LIES IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID 7735 SOUTH STREET; THENCE SOUTHERLY ALONG THE ARC 39.27 FEET (CHORD BEARS SOUTH 44°32'07" WEST, 35.36 FEET) TO A POINT ON THE SAID EASTERLY RIGHT OF WAY LINE FOR 6400 WEST STREET; THENCE SOUTH 00°27'53" EAST, 310.44 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°33'32"; THENCE EASTERLY ALONG THE ARC 39.08 FEET (CHORD BEARS SOUTH 45°14'39" EAST, 35.22 FEET) TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE FOR 7800 SOUTH STREET; THENCE SOUTH 89°32'07" WEST, 64.81 FEET TO THE POINT OF BEGINNING.

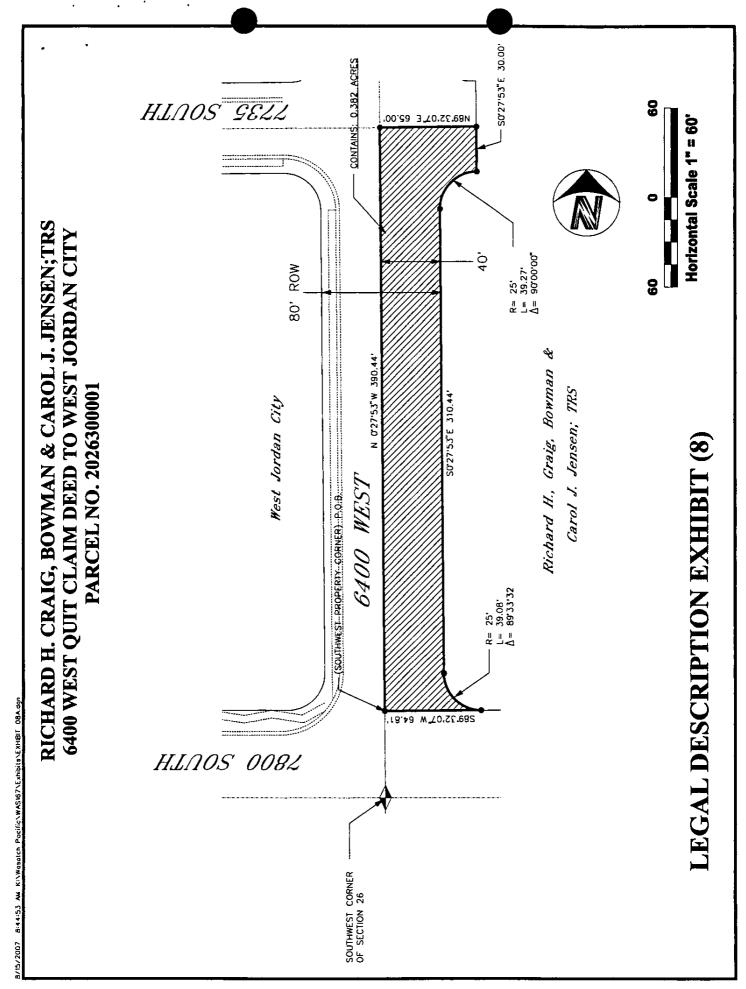
CONTAINS: 16,636 SQ. FT. OR 0.382 ACRES MORE OR LESS.

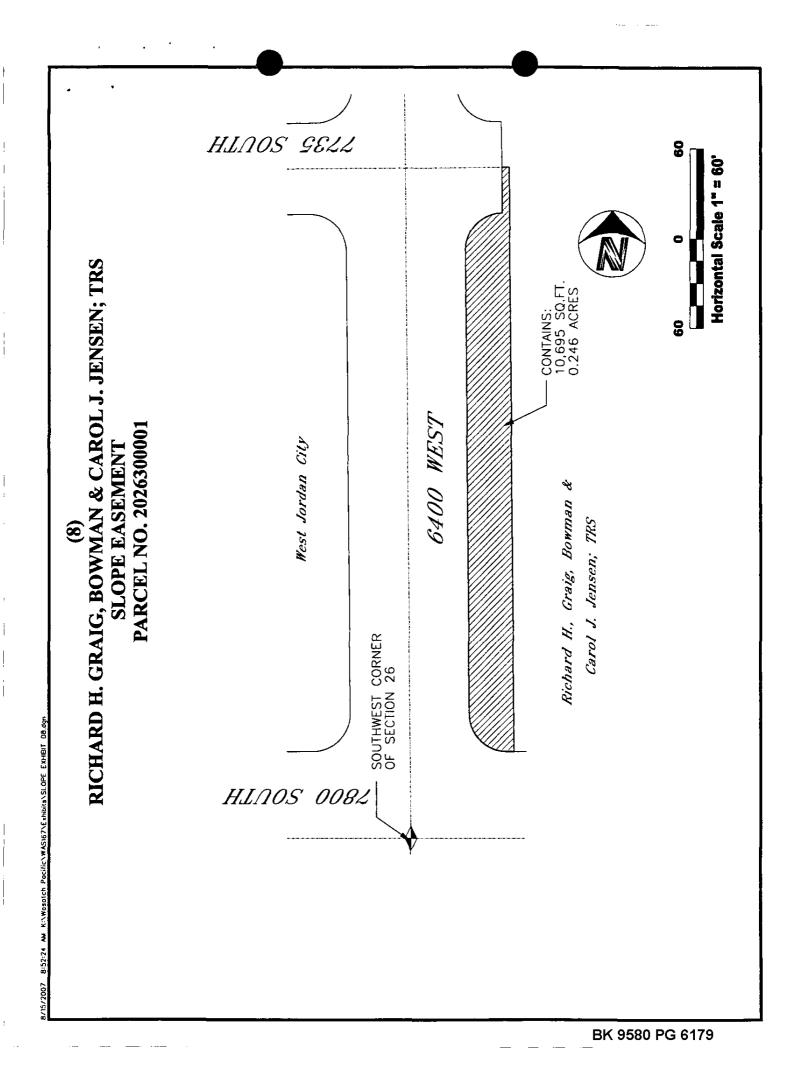
### (8) RICHARD H. GRAIG, BOWMAN & CAROL J. JENSEN; TRS SLOPE EASEMENT PARCEL NO. 2026300001

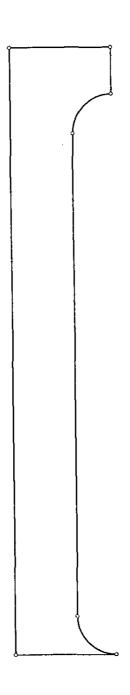
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST SECTION LINE OF SECTION 26 NORTH 0°27'53" WEST, 82.50 FEET; THENCE NORTH 89°32'07" EAST, 40.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST RIGHT-OF-WAY OF 6400 WEST NORTH 0°27'53" WEST. 310.44 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00", THENCE EASTERLY ALONG THE ARC 39.27 FEET (CHORD BEARS NORTH 44°32'07" EAST, 35.36 FEET); THENCE NORTH 0°27'53" WEST, 30.00 FEET; THENCE NORTH 89°32'07 EAST, 5.00 FEET; THENCE SOUTH 0°27'53" EAST, 390.48 FEET TO THE POINT ON THE NORTH RIGHT-OF-WAY OF 7800 SOUTH THENCE WESTERLY SOUTH 89°58'35" WEST, 5.19 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°33'32"; THENCE NORTHERLY ALONG THE ARC 39.08 FEET (CHORD BEARS NORTH 45°14'39" WEST, 35.22 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 10,695 SQ. FT. OR 0.245 ACRES MORE OR LESS.

BK 9580 PG 6177







Title: Date: 11-05-2007 File: 8.des Scale: 1 inch = 60 feet

Tract 1: 0.382 Acres: 16636 Sq Feet: Closure = s73.4543e 0.00 Feet: Precision =1/364265: Perimeter = 939 Feet

001=n0.2753w 390.44

004: L1, R=25, Arc=39.27, Delta=90.0000 Bng=s44.3207w, Chd=35.36 005=s00.2753e 310.44 006: L1, R=25, Arc=39.08, Delta=89.3332 Bng=s45.1439e, Chd=35.22 002=n89.3207e 65

003=s00.2753e 30

007=s89.3207w 64.81

Title: Date: 11-05-2007

Scale: 1 inch = 60 feet File: 8-1.des

Tract 1: 0.246 Acres: 10695 Sq Feet: Closure = n73.4902w 0.00 Feet: Precision = 1/299324: Perimeter = 819 Feet

001=n0.2753w 310.44 002: Rt, R=25, Arc=39.27, Delta=90.0000 Bng=n44.3207e, Chd=35.36 003=n00.2753w 30

004=n89.3207e 5 005=s0.2753e 390.48 006=s89.5835w 5.19 007: Rt, R=25, Arc=39.08, Deha=89.3332 Bng=n45.1439w, Chd=35.22

### Maple Hills

### **Pioneering Agreement**

6400 West

Richard Craig, Bowman & Carol T. Jensen, TRS (Fire Station)
Parcel No. 20-26-300-001
Total Length 310.44'

Description

**Erosion Control Provisions:** \$ 917.13

**Earthwork:** \$ 5,884.95

 Culinary Water:
 \$ 6,230.66

 Site Concrete:
 \$ 6,314.48

**Asphalt:** \$ 17,119.57

Miscellaneous: \$ 5,510.00

Engineering / Testing Fee (6%): \$ 2,518.61

**City Fees:** \$ 2,129.65

Land Cost: 0.246 ac @ Appraised Value

Total \$

46,625,04

Description	Unit	Qty		Cost		Total
Erosion Control Provisions		•			-	
Silt Fence	LF	203	\$	2,85	\$	577.13
Dust Control	LS	0.5	\$	500,00	\$	250.00
Sweeping	LS	0.5	\$	180.00	\$	90.00
		Erosion	Cor	trol Total:	\$	917.13
<u>Earthwork</u>						
Strip & Stockpile Topsoil Onsite	CY	421	\$	2.50	\$	1,051.25
Site Cut to Fill	CY	1,261	\$	3.05	\$	3,846.05
Subgrade Prep for Asphalt	SF	7,123	\$	0.10	\$	712.25
Subgrade Prep for Site Concrete	LF	203	\$	1.36	\$	275.40
		Earthwork Total:			\$	5,884.95
Culinary Water System				•		
Connection to Existing	EA	0.5	\$	4,365.00	\$	2,182.50
12" Butterfly Valve	EA	1	\$	2,080.00	\$	2,080.00
12" Fittings	EA	0.5	\$	1,300.00	\$	650.00
Air Vac Assembly	EA	0.5	\$	2,636.32	\$	1,318.16
			Culir	ary Total:	\$	6,230.66
Site Concrete				· · · · · · · · · · · · · · · · · · ·		
30" Curb & Gutter	LF	388	\$	13.46	\$	5,222.48
6" Road base	TN	40	\$	27.30	\$	1,092.00
		Site Concrete Total:			\$	6,314.48

. Description	Unit	Qty	1	Cost		Total
	- Onix	1	<u> </u>			
Asphalt Paving				<u> </u>		
3" Asphalt Paving	SF	7,123	\$	1.31	\$	9,330.48
Mirifi Stabilization Fabric	SF	7,123	\$	0.50	\$	3,561.50
8" Road Base	TN	305	\$	11.53	\$	3,515.30
Fine Grade	SF	7,123	\$	0.10	\$	712.30
	<u> </u>	Asphalt Total:		\$	17,119.57	
Miscellaneous						
Mobilization	EA	0.5	\$	2,500.00	\$	1,250.00
Monument	EA	0.5	\$	500.00	\$	250.00
Traffic Control	EA	0.5	\$	1,000.00	\$	500.00
Street Lights	EA	1	\$	3,400.00	\$	3,400.00
Street Signs	EA	0.5	\$	220.00	\$	110.00
		Misc	ellan	eous Total:	\$	5,510.00
City Fees						
Engineering Review & Inspection Fee (4%)	LS	0.5	\$	3,000.00	\$	1,500.00
Bonding Fee (3%)	LS	0.5	\$	1,259.30	\$	629.65
		С	ity F	ees Total:	\$	2,129.65

### (9)

### RICHARD H. GRAIG, BOWMAN & CAROL J. JENSEN; TRS 6400 WEST QUIT CLAIM DEED TO WEST JORDAN CITY PARCEL NO. 2026300001

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST SECTION LINE OF SECTION 26 NORTH 0°27'53" WEST, 447.94 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID WEST SECTION LINE NORTH 0°27'53" WEST, 1803.00 FEET; THENCE NORTH 89°32'07" EAST, 35.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE FOR 6400 WEST STREET; THENCE ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES: SOUTH 00°27'53" EAST, 608.95 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 38°01'38"; THENCE SOUTHERLY ALONG THE ARC 46.46 FEET (CHORD BEARS SOUTH 19°28'42" EAST, 45.61 FEET) TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 75°28'11"; THENCE SOUTHERLY 125.13 FEET (CHORD BEARS SOUTH 0°45'26" EAST, 116.28 FEET) TO A POINT OF A COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 37°26'33"; THENCE SOUTHERLY 49.01 FEET (CHROD BEARS SOUTH 18°15'23" WEST, 48.14 FEET; THENCE SOUTH 00°27'53" EAST, 934.05 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE EASTERLY ALONG THE ARC 39.27 FEET (CHORD BEARS SOUTH 45°27'53" EAST, 35.36 FEET) TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE FOR 7735 SOUTH STREET: THENCE NORTH 89°32'07" EAST, 5.00 FEETALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE SOUTH 00°27'53" EAST, 30.00 FEET; THENCE SOUTH 89°32'07" WEST, 65.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 67,906 SQ. FT. OR 1.559 ACRES MORE OR LESS.

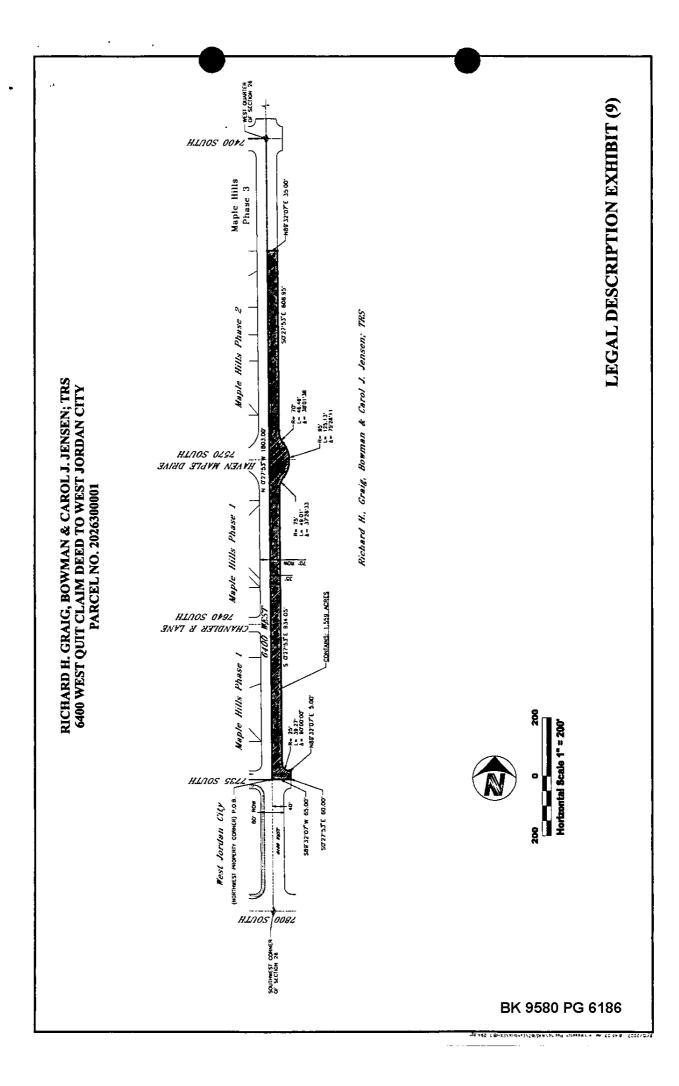
### (9)

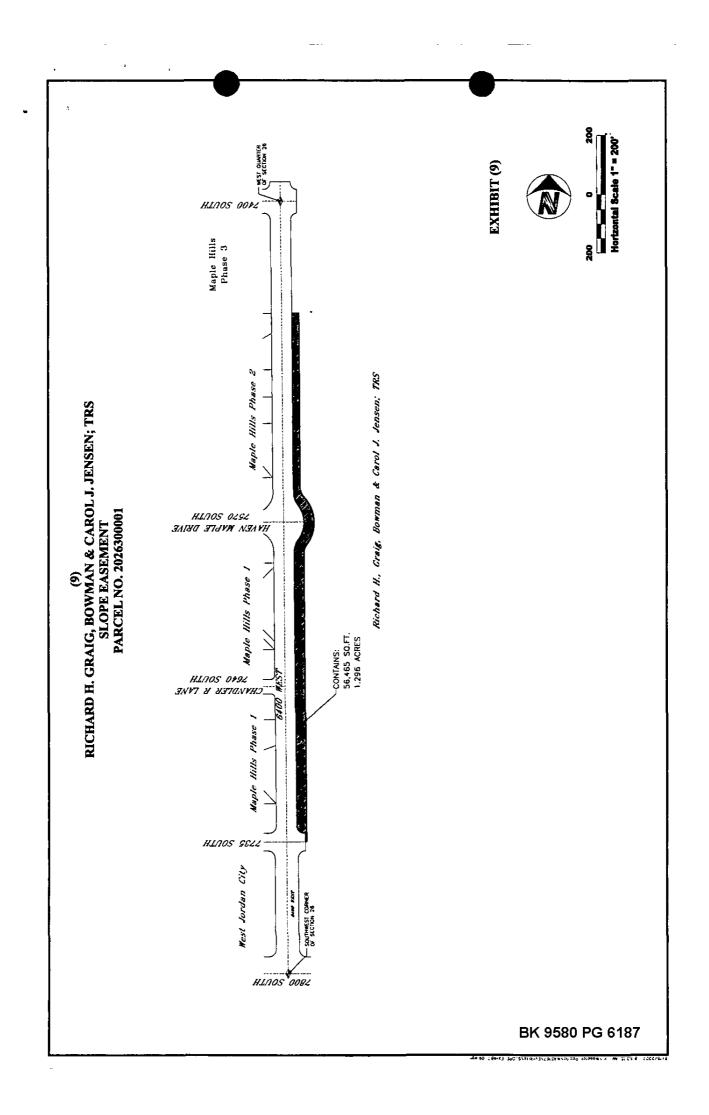
### RICHARD H. GRAIG, BOWMAN & CAROL J. JENSEN; TRS SLOPE EASEMENT PARCEL NO. 2026300001

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST SECTION LINE OF SECTION 26 NORTH 0°27'53" WEST, 447.95 FEET; THENCE NORTH 89°32'07" EAST, 65.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST RIGHT-OF-WAY OF 6400 WEST NORTH 0°27'53" WEST, 30.00 FEET; THENCE SOUTH 89°32'07" WEST, 5.00 FEET; THENCE TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHERLY ALONG THE ARC 39.27 FEET (CHORD BEARS NORTH 45°27'53" WEST, 35.36 FEET); THENCE NORTHERLY ALONG THE EAST RIGHT-OF-WAY NORTH 0°27'53" WEST, 934.05 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 37°26'33"; THENCE NORTHERLY ALONG THE ARC 49.01 FEET (CHORD BEARS NORTH 18°15'23" EAST, 48.14 FEET); TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 75°28'11"; THENCE NORTHERLY 125.13 FEET (CHORD BEARS NORTH 0°45'26" WEST, 116.28 FEET) TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 38°01'38"; THENCE SOUTHERLY 46.46 FEET (CHORD BEARS NORTH 19°28'42" WEST, 45.61 FEET); THENCE NORTHELRY ALONG THE EAST RIGHT-OF-WAY OF 6400 WEST NORTH 0°27'53" WEST, 608.94 FEET; THENCE NORTH 89°32'07" EAST, 25.00 FEET; THENCE SOUTH 0°27'53" EAST, 595.34 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 42°40'52"; THENCE SOUTHERLY ALONG THE ARC 29.80 FEET (CHORD BEARS SOUTH 21°48'19" EAST, 29.11 FEET) TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 80°07'25"; THENCE SOUTHERLY 181.79 FEET (CHORD BEARS SOUTH 3°05'03" EAST, 167.34 FEET) TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 37°26'33"; THENCE SOUTHERLY 26.14 FEET (CHORD BEARS SOUTH 18°15'23" WEST, 25.68 FEET); THENCE SOUTH 0°27'53" EAST, 989.05 FEET; THENCE

CONTAINS: 56,464 SQ. FT. OR 1.296 ACRES MORE OR LESS.

SOUTH 89°32'07" WEST, 5.00 FEET TO THE POINT OF BEGINNING.





Title:

Scale: 1 inch = 300 feet

File: 9.des

Tract 1: 1.559 Acres: 67905 Sq Feet: Closure = s88.1742w 0.00 Feet: Precision >1/999999: Perimeter = 3741 Feet

001=n0.2753w 1803.00

005: Rt, R=95, Arc=125,13, Delta=75,2811

Bng=s0.4526e, Chd=116.28

009=n89.3207e 5

006: Lt, R=75, Arc=49.01, Delta=37.2633

003=s00.2753e 608.95

004: Lt, R=70, Arc=46.46, Delta=38.0138

Bng=s19.2842e, Chd=45.61

Date: 11-05-2007

005: Rt, R=95, Arc=125,13, Delta=75.2811

009=n89.3207e 5

001=s00.2753e 30

011=s89.3207w 65

008: Lt, R=25, Arc=39.27, Delta=90.0000

Bng=s45.2753e, Chd=35.36

Title: Date: 11-05-2007

Scale: 1 inch = 300 feet File: 9-1.des

Tract 1: 1.296 Acres: 56464 Sq Feet: Closure = n85.2429w 0.00 Feet: Precision > 1/999999: Perimeter = 3690 Feet

001=n0.2753w 30 002=s89.3207w 5 003: Rt, R=25, Arc=39.27, Delta=90.0000 Bng=n45.2753w, Chd=35.36 004=n0.2753w 934.05 005: Rt, R=75, Arc=49.01, Delta=37.2633 Bng=n18.1523e, Chd=48.14 006: Lt, R=95, Arc=125.13, Delta=75.2811 Bng=n0.4526w, Chd=116.28

3

007: Rt, R=70, Arc=46.46, Delta=38.0138 Bng=n19.2842w, Chd=45.61 008=n0.2753w 608.94 009=n89.3207e 25 010=s0.2753e 595.34 011: Lt, R=40, Arc=29.8, Delta=42.4052 Bng=s21.4819e, Chd=29.11 012: Rt, R=130, Arc=181.79, Delta=80.0725 Bng=s3.0503e, Chd=167.34 013: Lt, R=40, Arc=26.14, Delta=37.2633 Bng=s18.1523w, Chd=25.68 014=s0.2753e 989.05 015=s89.3207w 5 (9)

### Maple Hills

### **Pioneering Agreement**

6400 West

Richard Craig, Bowman & Carol T. Jensen, TRS Parcel No. 20-26-300-001 Total Length 1803'

Description

**Erosion Control Provisions:** \$ 6,813.55

**Earthwork:** \$ 28,966.70

 Sanitary Sewer:
 \$ 32,563.50

 Culinary Water:
 \$ 56,218.36

 Storm Drain:
 \$ 53,546.83

 Site Concrete:
 \$ 132,413.70

**Asphalt:** \$ 79,816.12

Miscellaneous: \$ 25,647.50

Engineering / Testing Fee (6%): \$ 24,959.18

*City Fees:* \$ 7,739.79

Land Cost: 1.559 ac @ Appraised Value

Total \$ 448,685.23

Description	Unit	Qty	Cost		Total	
Erosion Control Provisions						
Silt Fence	LF	1,803	\$	2.85	\$	5,138.55
Dust Control	LS	0.5	\$	2,000.00	\$	1,000.00
Sweeping	HR	7.5	\$	90.00	\$	675.00
		Erosion	Con	trol Total:	\$	6,813.55
<u>Earthwork</u>						
Strip & Stockpile Topsoil	CY	2,007	\$	2.50	\$	5,017.50
Site Cut to Fill	CY	6,021	\$	3.05	\$	18,364.05
Subgrade Prep for Asphalt	SF	33,208	\$	0.10	\$	3,320.75
Subgrade Prep for Site Concrete	LF	1,665	\$	1.36	\$	2,264.40
			Se	wer Total:	\$	28,966.70
Sanitary Sewer System	•	4.				
Connect to Existing	LF	0.5	\$	1,500.00	\$	750.00
8" Sewer Main	LF	513	\$	40.30	\$	20,653.75
4' Manhole	EA	1	\$	3,956.00	\$	3,956.00
5' Manhole	EA	1.5	\$	4,290.00	\$	6,435.00
Testing	LF	513	\$	1.50	\$	768.75
			Se	wer Total:	\$	32,563.50
Storm Drain System	·			•		
15" RCP	LF	105	\$	42.63	\$	4,476.15
18" RCP	LF	660	\$	48.54	\$	32,036.40
5' Manhole	EA	2	\$	3,510.00	\$	7,020.00
Combination Box	EA	2	\$	4,298.00	\$	8,596.00
Double Curb Inlet	EA	0.5	\$	2,836.56	\$	1,418.28
		Stor	m D	rain Total:	\$	53,546.83

Description					
	Unit	Qty	Cost	<u>l</u> .	Total
Culinary Water System					
Connection to Existing	EA	0.5	\$ 4,365.00	\$	2,182.50
8" Gate Valve	EA	0.5	\$ 1,235.00	\$	617.50
10" DI Pipe	LF	20	\$ 43.65	\$	873.00
10" Gate Valve	EA	0.5	\$ 1,843.52	\$	921.76
12" DI Pipe	LF	660	\$ 50.58	\$	33,382.80
12" Butterfly Valve	EA	2.5	\$ 2,080.00	\$	5,200.00
12" Fittings	EA	2.5	\$ 1,300.00	\$	3,250.00
Fire Hydrants	EA	2	\$ 4,236.32	\$	8,472.64
Air Vac Assembly	EA	0.5	\$ 2,636.32	\$	1,318.16
			Culinary Total:	\$	56,218.36
Site Concrete					
30" Curb & Gutter	LF	1,803	\$ 13.46	\$	24,268.38
APWA Type F Curb & Gutter	LF	386	\$ 18.76	\$	7,231.98
5' X 5.5" Sidewalk	LF	1,810	\$ 21.00	\$	38,010.00
8" Thick Colored Stamped Concrete	SF	4,404	\$ 10.56	\$	46,506.24
Pedestrian Ramps	EA	6	\$ 457.85	\$	2,747.10
6" Road base	TN	500	\$ 27.30	\$	13,650.00
		Site Concrete Total:			132,413.70
Asphalt Paving			-		
3" Asphalt Paving	SF	33,208	\$ 1.31	\$	43,501.83
Mirifi Stabilization Fabric	SF	33,208	\$ 0.50	\$	16,604.00
8" Road Base	TN	1,421	\$ 11.53	\$	16,389.50
Fine Grade	SF	33,208	\$ 0.10	\$	3,320.80
			Asphalt Total:	\$	79,816.12
Miscellaneous					
Mobilization	EA	0.5	\$ 7,500.00	\$	3,750.00
Monuments	EA	1	\$ 400.00	\$	400.00
Raise Manholes	EA	4.5	\$ 375.00	\$	1,687.50
Traffic Control	EA	0.5	\$ 2,000.00	\$	1,000.00
Street Lights	EA	5.5	\$ 3,400.00	\$	18,700.00
Street Signs	EA	0.5	\$ 220.00	\$	110.00
		Miscel	laneous Total:	\$	25,647.50
City Fees		<del></del>			
Engineering Review & Inspection Fee (4%)	LS	0.5	\$ 3,000.00	\$	1,500.00
Bonding Fee (3%)	LS	0.5	\$ 12,479.59	\$	6,239.79
		City Fees Total:		\$	7,739.79

### **EXHIBIT D**

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

- (a) Improvements specifically listed but not yet built in the City's Capital Facilities Plan (CFP) may be constructed by the developer out of the CFP-planned sequence if such construction is acceptable to the City and does not create unreasonable collateral hardships to the infrastructure system. The developer may request a reimbursement agreement, pursuant to provisions of Sections 87-5-201 through 87-5-208 of the West Jordan Municipal Code, with the City to recover eligible costs which shall not exceed the costs upon which the impact fees were established. The reimbursement agreement shall establish a priority for the included improvements, and eligible costs may be reimbursed from impact fees collected, after higher priority projects in the respective CFP have been adequately funded.
  - (b) In no event shall the reimbursement exceed the actual cost of public improvements.
- (c) Storm drainage connection. Payment of a storm drainage impact fee or dedication of land in lieu thereof does not relieve the developer of the responsibility to provide the necessary storm drainage improvements between a development and the nearest defined natural drainage channel or other existing storm drainage improvements capable of handling runoff from within the development. Such improvements shall be constructed in accordance with City and county flood control master plans. (Enacted by Ord. No. 03-40, 07-15-2003; Ord. No. 03-64, (a)&(b), 10-21-2003)