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

# DEVELOPMENT AGREEMENT FOR WEST JORDAN AIRPORT II, WEST JORDAN/SALT LAKE COUNTY, UTAH

THIS DEVELOPMENT AGREEMENT is entered into as of this Aday of May, 1997, by and between Airport II Development Associates, LLC (herein "Airport II") as the Purchaser and Developer of certain real property located in the City of West Jordan, Salt Lake County, Utah, on which it proposes development of a multi-use project known as "West Jordan Airport II" (hereinafter referred to generally as "Airport II Project"), and the City of West Jordan, a municipality and political subdivision of the State of Utah, by and through its City Council.

# **RECITALS**

- A. Airport II is purchasing from the City of West Jordan approximately 403.85 acres of real property located within the city limits of West Jordan, Salt Lake County, Utah, as reflected in Exhibit "A" which is attached hereto and by this reference made a part hereof (the "Property"), on which it proposes the development of a multi-use project known as West Jordan Airport II as more fully described in Exhibit "B" and as set forth below (the "Project"). This Agreement contemplates closing of the purchase transaction of the Property with the City as a condition to the effectiveness of this Agreement.
- B. City of West Jordan has authorized the negotiation and adoption of development agreements under appropriate circumstances where the proposed development contains outstanding features which advance the policies, goals and objectives of the City of West Jordan General Plan, fosters and promotes the atmosphere desired by the citizens of the City of West

Jordan and contributes to capital improvements, business growth and development which substantially benefit the City.

- C. Airport II is willing to design and develop the Project in such a fashion as to harmonize the uses of the Project real estate in accordance with the objectives of the West Jordan City General Plan and to promote the long-range City development objectives and policies as well as addressing more specific planning issues set forth below and in the exhibits hereto.
- D. The City of West Jordan, acting pursuant to its authority under Utah Code Ann. § 10-9-101, et seq. and in furtherance of its land use policies, goals, objectives, ordinances, resolutions and regulations, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter to by fully kept and performed, the parties hereby agree as follows:

1. Development Agreement Subject to Approval of General Plan, Zoning and Subdivision Amendments. As a condition precedent to the obligation of the parties hereunder, this Development Agreement is contingent upon and will only become effective at such time, and in the event that, the West Jordan City Council, in the independent exercise of its legislative discretion, elects to approve rezoning of those certain parcels designated on Exhibit "B" hereto, following all necessary public hearings, necessary for the implementation of said rezoning and this Development Agreement. This Development Agreement is not intended to and does not

bind the West Jordan City Council in the independent exercise of its legislative discretion with respect to said rezoning, the General Plan, zoning and subdivision regulations.

- 2. Concept Plan Approval. The legal description of the Property contained within the Airport II Project boundaries is attached and specifically described in Exhibit "A". No additional property may be added to this description for purposes of this Development Agreement except by written amendment to this Agreement executed and approved by the parties hereto. In this regard, it is contemplated that in the event Airport II ever acquires that certain parcel of real property described on Exhibit "E", hereto (sometimes referred to as the Dee's, Inc. parcel), said property shall become subject to the terms of this agreement pursuant to a written amendment, with the specific intention of the parties that such parcel be used and developed as a regional shopping mall. This Development Agreement shall vest with respect to the Project, respecting the use, density and general configuration as reflected on Exhibit "B" and as further limited by the provisions of this Development Agreement. Subject to the provisions of this Agreement, Airport II shall have the right to submit preliminary and final subdivision plats and site plans for approval by the City of West Jordan and to develop and construct the Airport II Project in accordance with the use, density and general configuration as reflected on Exhibit "B" and as further limited by the other provisions of this Development Agreement. The term of this Development Agreement shall be for a period of ten (10) years following the date of its adoption by the West Jordan City Council, unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement.
- 3. <u>Dedication, Conveyance and Preservation of Roadways, Landscaped Berms</u>
  and Open Space. Airport II voluntarily agrees to dedicate and convey by warranty deed or by

plat dedication, free and clear of liens and encumbrances, except those agreed to by the parties, at no cost to the City of West Jordan, those areas designated on Exhibit "C" for the uses indicated thereon, including parcels to be used as landscaped buffers, roadways, parks and amenities, all as more fully and specifically set forth and specified on Exhibit "C", in order to assure use of the land consistent with the policies, goals and objectives of the West Jordan City General Plan. All parcels to be dedicated or conveyed to the City of West Jordan pursuant to the terms hereof shall be conveyed at the time of recordation of the first plat or phase of the Project or at any earlier time agreed to by the parties.

- 4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the City of West Jordan in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement.
- Subdivision Plat Approval and Compliance With City Design and Construction Standards. Airport II expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve it from the obligation to comply with all applicable requirements of the City of West Jordan necessary for approval and recordation of subdivision plats and site plans for the Project, including the payment of fees and compliance with all of their applicable ordinances, resolutions, regulations, policies and procedures of the City of West Jordan, including but not limited to, the City subdivision ordinances and the design and construction standards.

- 6. Specific Design Conditions. The development and construction of the Project shall be consistent with those specific design conditions set forth in Exhibit "D" to this Development Agreement, which is attached hereto and by this reference made a part hereof.
- 7. Agreement to Run With the Land. This Development Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Property and shall be deemed to run with the land, shall encumber the same and shall be binding on all successors and assigns of Airport II and the ownership or development of any portion of the Property.
- 8. Assignment. Neither this Development Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of the City of West Jordan. This restriction on assignment is not intended to prohibit or impede the retail sale of fully developed property by Airport II.
- 9. <u>No Joint Venture, Partnership or Third Party Rights</u>. This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties.
- 10. <u>Integration</u>. This Development Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.
- 11. <u>Costs of Enforcement</u>. If this Development Agreement or any of its material provisions are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

# EXECUTED as of the day and year first above written.

	AIRPORT II DEVELOPMENT ASSOCIATES, LLC
Ву	DAVID K. IPSON Its Managing Member
STATE OF UTAH	)
COUNTY OF SALT LAKE	: ss. )
The above instrument wa	as acknowledged before me by DAVID K. IPSON of AIRPORT TES, LLC this day of May, 1997.
SHERRY BARROWS SOTARY PUBLIC - STATE of UTAH BEAGS SOUTH REDWCOD RCAD WEST JORDAN, UT 84083 COMM. EXPIRES 4-28-98	NOTARY PUBLIC Residing in Salt Lake County, State of Utah
	CITY OF WEST JORDAN
Ву	my Chi
Its	Mayor
Attest:	SE WEST VO
Mulanie & Louax City Recorder	Seal)

**88812P66517** 

# EXHIBIT "A" PROPERTY DESCRIPTION

That certain parcel of real property situated in Salt Lake County, State of Utah and more particularly described as follows:

# MUNICIPAL AIRPORT NO. 2 - AREA 4:

BEGINNING South 82°28'35" East 1,249.48 feet along the Section line and North 03°16'09" West 33.59 feet from the Southwest corner of Section 30, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point being the true intersection of the North line of 7800 South Street and the East railroad right of way line, said point being at Station 97 + 48.34 North 26 + 80.38 West of the Airport Grid System (AGS); thence North 03°16'09" West 236.53 feet; thence Northerly 423.42 feet along the arc of a 2814.93 foot radius curve to the right (chord bears North 01°02'24" East 423.02 feet) to a point on the South line of the National Guard property, as established in a survey by CRS Consulting Engineers, Inc., Ronald C. Werner, License No. 5039, Drawing No. 8011, dated November 27, 1989, said property also being described in that certain Lease Agreement, dated January 01, 1990, by and between Salt Lake City, a municipal corporation, as Lessor and the State of Utah acting on behalf of Utah National Guard, as Lessee, recorded June 06, 1990, as Entry No. 495674, in Book 6226, at Page 1409, Salt Lake County Recorder's Office; thence South 89°58'03" East 966.21 feet along the South line of the National Guard property to the West line of 4560 West Street; thence South 0°06'30" West 785.19 feet to the North line of 7800 South Street; thence North 82°28'35" West 967.23 feet to the point of BEGINNING.

NOTE: The above described legal description is rotated on a basis of bearing of North 7°33'43" West, said basis of bearing is based on the Airport Grid System at Municipal Airport No. 2 and is based on the centerline of the runway being North.

### PROPERTY DESCRIPTION

That certain parcel of real property situated in Salt Lake County, State of Utah and more particularly described as follows:

# MUNICIPAL AIRPORT NO. 2 - AREA 5:

BEGINNING at the point of intersection of the East railroad right of way line and the North line of Section 30 at a point South 82°25'50" East 978.99 feet from the Northwest corner of Section 30, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning at Station 150 + 27.84 North 22 + 62.49 West of the Airport Grid System (AGS); thence South 82°25'50" East 556.23 feet to the West line of 4560 West Street; thence South 07°29'40" West 2.17 feet; thence South 0°06'30" West 3543.70 feet to a point on the North line of the National Guard property, as established in a survey by CRS Consulting Engineers, Inc., Ronald C. Werner, License No. 5039, Drawing No. 8011, dated November 27, 1989, said property also being described in that certain Lease Agreement, dated January 01, 1990, by and between Salt Lake City, a municipal corporation, as Lessor and the State of Utah acting on behalf of Utah National Guard, as Lessee, recorded June 06, 1990, as Entry No. 495674, in Book 6226, at Page 1409, Salt Lake County Recorder's Office; thence North 89°58'03" West 759.90 feet along the North line of the National Guard property: thence North 13°13'51" East 1486.97 feet; thence Northerly 1554.24 feet along the arc of a 3487.87 foot radius curve to the left (chord bears North 0°27'54" East 1541.41 feet); thence North 12°18'03" West 644.63 feet to the point of BEGINNING.

NOTE: The above described legal description is rotated on a basis of bearing of North 7°33'43" West, said basis of bearing is based on the Airport Grid System at Municipal Airport No. 2 and is based on the centerline of the runway being North.

# PROPERTY DESCRIPTION

That certain parcel of real property situated in Salt Lake County, State of Utah and more particularly described as follows:

# MUNICIPAL AIRPORT NO. 2 - AREA 6:

BEGINNING South 82°25′50" East 1191.65 feet from the Southwest corner of Section 19, Township 2 South Range 1 West, Salt Lake Base and Meridian, said point beginning at Station 149 + 99.83 North 20 + 51.68 West of the Airport Grid System (AGS); thence North 16°04′16" West 31.53 feet to a fence corner; thence North 16°04′16" West 111.95 feet to an angle point; thence North 15°05′36" West 1977.50 feet to an angle point; thence North 0°25′17" West 696.05 feet to the quarter section line; thence South 82°26′24" East 1256.35 feet to the West line of 4560 West Street; thence South 07°29′40" West 2645.75 feet to the section line; thence North 82°25′50" West 343.56 feet to the point of BEGINNING.

NOTE: The above described legal description is rotated on a basis of bearing of North 7°33'43" West, said basis of bearing is based on the Airport Grid System at Municipal Airport No. 2 and is based on the centerline of the runway being North.

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# PROPERTY DESCRIPTION Page 1 of 2

That certain parcel of real property situated in Salt Lake County, State of Utah and more particularly described as follows:

# MUNICIPAL AIRPORT NO. 2 - AREA 7:

BEGINNING at the corner common to Sections 19, 20, 29 and 30, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning being Station 144 + 61.27 North 20 + 01.81 East of the Airport Grid System (AGS); thence North 82°25'57" West 203.58 feet; thence North 2669.45 feet to the existing fence, then along said fence as follows: South 82°26'24" East 546.52 feet to the quarter corner; thence South 82°22'26" East 628.05 feet; thence South 22°16'16" East 194.39 feet; thence Southerly 178.31 feet along the arc of a 532.72 foot radius curve to the right (chord bears South 12°40'55" East 177.48 feet); thence South 03°05'34" East 416.96 feet; thence South 12°21'50" East 621.15 feet; thence South 82°16'34" East 914.37 feet; thence South 07°28'18" West 1317.81 feet; thence South 82°19'51" East 420.79 feet to a point North 82°19'51" West 241.12 feet from the quarter corner; thence South 07°39'49." West 59.02 feet; thence south 82°20'06" East 216.26 feet to a point where the property line departs the existing fence; thence South 47°30'59" East 30.11 feet to a point South 07°46'07" West 76.20 feet form the North quarter corner of Section 29; thence South 07°46'07" West 2578.36 feet to the center of said Section 29; ;thence North 82°25'51" West 1459.37 feet to a point South 24°56'01" West 16.87 feet from the existing fence corner; thence South 24°56'01" West 1083.00 feet to a fence corner; thence South 02°07'49" West 979.52 feet to the occupied Northeast corner of the UDOT parcel; thence North 82°31'01" West 348.66 feet to the projected point of intersection of the fences; thence South 07°00'12" West 583.35 feet to the fence corner; thence South 07°00'12" West 15.62 feet to the North line of 7800 South Street; thence North 82°31'01" West 106.84 feet; thence North 3729.33 feet; thence North 07°22'55" East 1570.70 feet to the point of BEGINNING.

<u>NOTE</u>: The above described legal description is rotated on a basis of bearing of North 7°33'43" West, said basis of bearing is based on the Airport Grid System at Municipal Airport No. 2 and is based on the centerline of the runway being North.

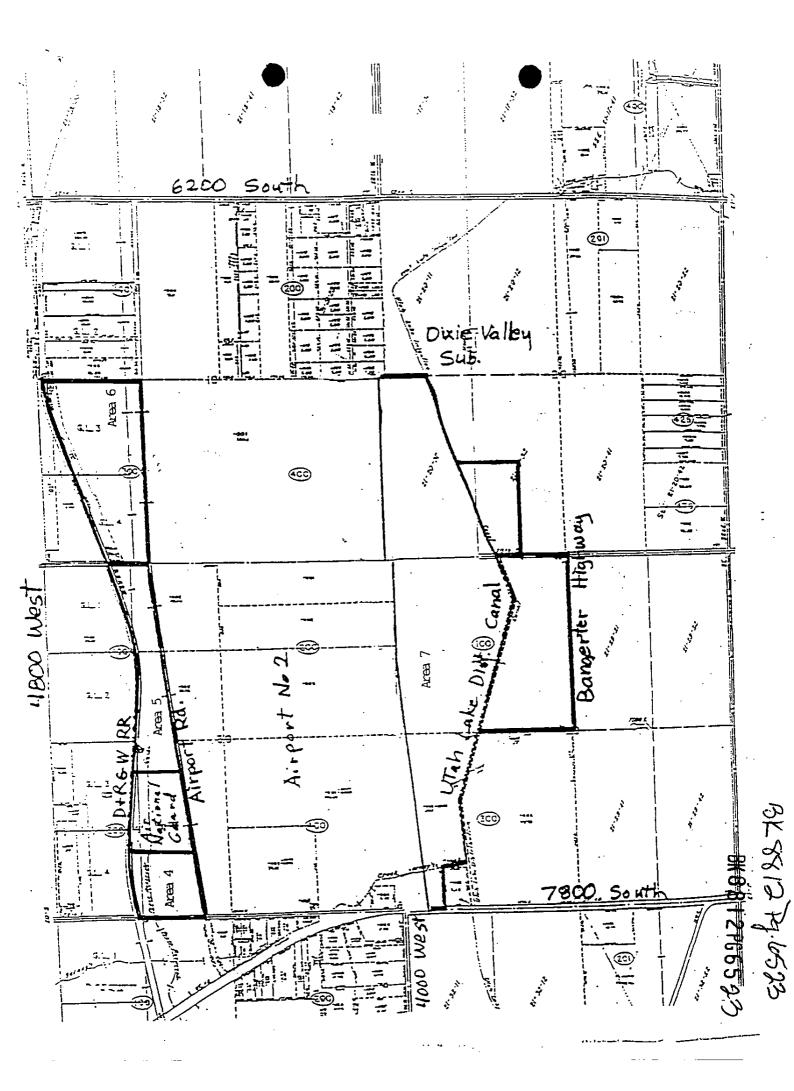
# PROPERTY DESCRIPTION Page 2 of 2

LESS AND EXCEPTING therefrom those certain tracts deeded to Utah Lake Irrigation Company by Warranty Deeds recorded December 14, 1912, as Entry No. 303462, in Book 8-L, at Page 465; recorded December 31, 1912, as Entry No. 304230, in Book 9-G, at Page 229; and recorded August 29, 1913, as Entry No. 313703, in Book 8-Y, at Page 589, in the Salt Lake County Recorder's Office.

ALSO LESS AND EXCEPTING therefrom that certain parcel as disclosed by that certain Quit Claim Deed, dated June 16, 1992, recorded October 15, 1992, as Entry No. 5351866, in Book 6536, at Page 1203, Salt Lake County Recorder's Office, wherein SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, as Grantor conveyed to UTAH DEPARTMENT OF TRANSPORTATION, as Grantee, the following described property:

A parcel of land in fee for an expressway known as Project being part of an entire tract of property situated in the Northeast quarter of the Northwest quarter of Section 29, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

BEGINNING at the Northeast corner of said entire tract of property which point is the Northeast corner of the Northwest quarter of said Section 29, thence South 0°19'39" West 76.20 feet along the East line of said Northwest quarter; thence North 54°57'25" West 30.11 feet to a point 56.00 feet perpendicularly distant Southerly from the 7000 South Street control line, at a point opposite Engineer Station 8 + 35.21; thence North 89°46'43" West 216.26 along a line parallel to said control line; thence North 0°13'17" East 59.02 feet, to the Northerly line of said entire tract; thence South 89°46'25" East 241.12 feet along said Northerly line to the point of beginning as shown on the official map of said project on file in the Office of the Utah Department of Transportation.



## **EXHIBIT "B"**

(Project Description, Including Use, Density & General Configuration)

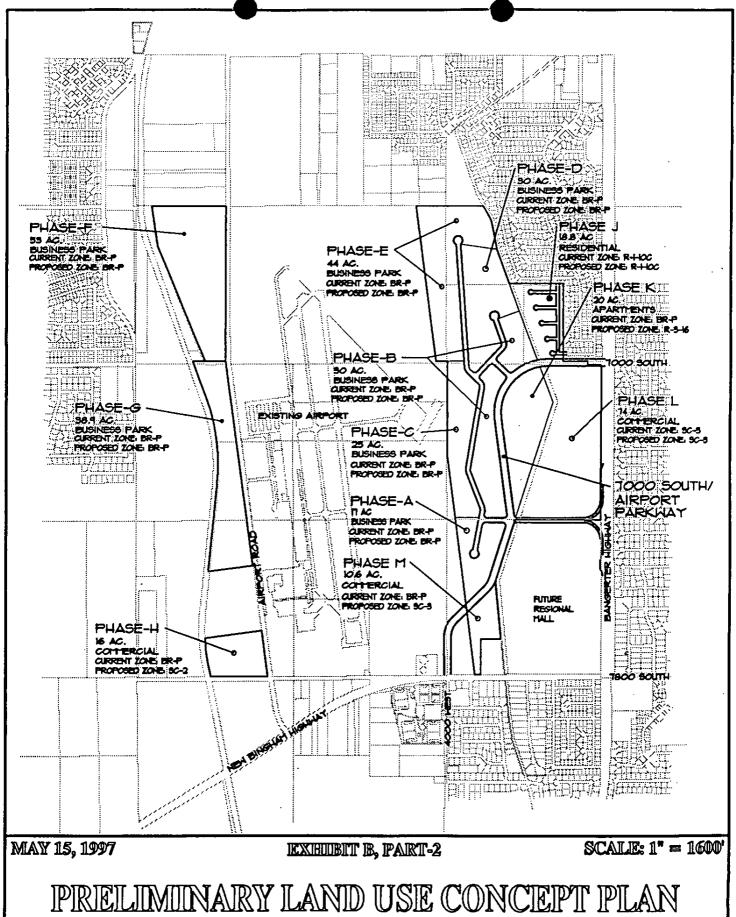
### PART-1

The use, density and general configuration of the proposed development shall be as reflected in that certain Preliminary Land Use Concept Plan attached hereto dated May 15, 1997 and prepared by Airport II Development Associates, LLC. The proposed development is divided into twelve (12) phases designated A through M, with proposed uses and zoning as follows:

Phase:	Α	Phase: G
Area:	17 AC	<b>Area:</b> 38.9 AC
Proposed Use:	Business Park	Proposed Use: Business Park
Current Zone:	BR-P	Current Zone: BR-P
Proposed Zone:	No Change	Proposed Zone: No Change
Development Priority:	High	<b>Development Priority:</b> Low
Phase:	В	Phase: H
Area:	30 AC	Area: 16 AC
Proposed Use:	Business Park	Proposed Use: Commercial
Current Zone:	BR-P	Current Zone: BR-P
Proposed Zone:	No Change	Proposed Zone: SC-2
Development Priority:	High	Development Priority: Medium to High
Phase:	C	Phase:
Area:	25 AC	Area: 18.8 AC
Proposed Use:	Business Park	Proposed Use: Single Family Residential
Current Zone:	BR-P	Current Zone: R-1-10C
Proposed Zone:	No Change	Proposed Zone: No Change
Development Priority:	Medium	Development Priority: High
Phase:	D	Phase: K
	L)	ruase:
	30 AC	Area: 20 AC
Area:	<del>-</del>	Area: 20 AC
Area: Proposed Use:	30 AC	
Area: Proposed Use: Current Zone:	30 AC Business Park BR-P	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P
Area: Proposed Use:	30 AC Business Park	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority:	30 AC Business Park BR-P No Change Medium	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase:	30 AC Business Park BR-P No Change Medium E	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase: Area:	30 AC Business Park BR-P No Change Medium E 44 AC	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High  Phase: L Area: 74 AC
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase: Area: Proposed Use:	30 AC Business Park BR-P No Change Medium E 44 AC Business Park	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High  Phase: L Area: 74 AC Proposed Use: Commercial
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase: Area: Proposed Use: Current Zone:	30 AC Business Park BR-P No Change Medium E 44 AC Business Park BR-P	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High  Phase: L Area: 74 AC Proposed Use: Commercial Current Zone: SC-3
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase: Area: Proposed Use:	30 AC Business Park BR-P No Change Medium E 44 AC Business Park	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High  Phase: L Area: 74 AC Proposed Use: Commercial
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase: Area: Proposed Use: Current Zone: Proposed Zone: Development Priority:	30 AC Business Park BR-P No Change Medium E 44 AC Business Park BR-P No Change	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High  Phase: L Area: 74 AC Proposed Use: Commercial Current Zone: SC-3 Proposed Zone: No Change
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase: Area: Proposed Use: Current Zone: Proposed Zone:	30 AC Business Park BR-P No Change Medium  E 44 AC Business Park BR-P No Change Medium	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High  Phase: L Area: 74 AC Proposed Use: Commercial Current Zone: SC-3 Proposed Zone: No Change Development Priority: High
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority:  Phase: Area: Proposed Use: Current Zone: Proposed Zone: Development Priority:  Phase: Area: Area:	30 AC Business Park BR-P No Change Medium  E 44 AC Business Park BR-P No Change Medium  F 53 AC	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High  Phase: L Area: 74 AC Proposed Use: Commercial Current Zone: SC-3 Proposed Zone: No Change Development Priority: High  Phase: M Area: 10.6 AC
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority:  Phase: Area: Proposed Use: Current Zone: Proposed Zone: Development Priority:	30 AC Business Park BR-P No Change Medium  E 44 AC Business Park BR-P No Change Medium	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High  Phase: L Area: 74 AC Proposed Use: Commercial Current Zone: SC-3 Proposed Zone: No Change Development Priority: High  Phase: M Area: 10.6 AC
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase: Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase: Area: Proposed Use: Current Zone: Current Zone: Current Zone:	30 AC Business Park BR-P No Change Medium  E 44 AC Business Park BR-P No Change Medium  F 53 AC Business Park BR-P	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High  Phase: L Area: 74 AC Proposed Use: Commercial Current Zone: SC-3 Proposed Zone: No Change Development Priority: High  Phase: M Area: 10.6 AC Proposed Use: Commercial Current Zone: BR-P
Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase: Area: Proposed Use: Current Zone: Proposed Zone: Development Priority: Phase: Area: Proposed Use: Current Zone: Proposed Zone: Development Priority:	30 AC Business Park BR-P No Change Medium  E 44 AC Business Park BR-P No Change Medium  F 53 AC Business Park	Area: 20 AC Proposed Use: Multi-Family Residential Current Zone: BR-P Proposed Zone: R-3-16 Development Priority: Medium to High  Phase: L Area: 74 AC Proposed Use: Commercial Current Zone: SC-3 Proposed Zone: No Change Development Priority: High  Phase: M Area: 10.6 AC Proposed Use: Commercial Current Zone: BR-P

Parcels contained in phases H, K and M are currently the subject of rezoning applications and will be processed in accordance with paragraph 1 of this Development Agreement. Once said rezoning is completed, it is acknowledged that all uses of the property conform with the City zoning and Master Plan requirements. Development priorities as listed are subject to change based upon market conditions. High priority parcels are targeted for sale within the first three to five years of the project, medium within four to eight years of land acquisition, and low within seven to twelve years of land acquisition.

(Note: The areas for each phase given above do not include anticipated street rights-of-way.)



AURIPORT III DEVELOPMIENT ASSOCIATIES, ILLC

## EXHIBIT "C"

# (Dedicated Roadways, Landscaped Buffers, Open Space and Amenities)

I. <u>Dedicated Roadways</u>: All roadways serving more than one parcel of the proposed subdivisions, whether they be commercial, residential or business park uses, shall be dedicated to the City of West Jordan either by warranty deed or by plat dedication. All required roadways shall be constructed in accordance with the requirements of the City of West Jordan Engineering Department.

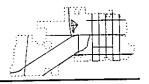
The proposed Airport Parkway shall be constructed per Typical Section No. 7 (copy attached), with plant material for landscaping to be selected from the list of plants approved by the City for use in rights-of-way.

- II. Landscape Buffers: All commercial, business park, and multi-family uses will be provided with setbacks and landscape buffers as required by the City's zoning ordinances. This shall include the use of "generous treatments of law, evergreen and deciduous trees, shrubs, flowers and other ground covers . . . in creating a park-like setting . . ." Lot coverages will be limited and building setbacks established so as to enhance this park-like atmosphere. All landscaping within the front setback area of each lot will be maintained by an Association to be established as a part of each subdivision development.
- III. Open Space: Primary open space within the bounds of this project will be located within the Airport Parkway right-of-way, with some additional areas being dedicated as required to accommodate drainage and retention structures. All rights-of-way shall be fully landscaped by the developer between the back-of-curb and property lines. No dedicated public parks or other public facilities are currently anticipated as a part of this project. Private parks or facilities may be constructed including trails, picnic areas, paths, and golf course.
- IV. <u>Amenities</u>: Various amenities within the area of the project, such as monument signs, directories, pedestrian facilities, etc. shall be constructed in strict compliance with the requirements of the zoning ordinances then applicable. Where such facilities are not specifically addressed by ordinance, they shall be designed and constructed in keeping with the intent of a high-quality, park-like setting, and shall be so maintained. Signage shall be harmonized and of similar materials, look and quality to provide a uniform theme throughout the project area. Landscaping will also be used to create a theme and harmony throughout the project area.

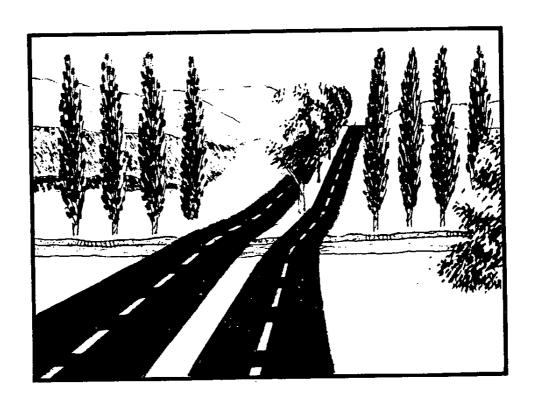
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As noted in paragraph 5 of the Development Agreement, all final approvals respecting the above items shall be a function of the independent exercise of the legislative power of the City and nothing herein shall purport to finally bind the City in that regard but shall be deemed an expression of the parties' intent and the spirit of their agreement and the design intent of the project.

BK8812PG6529



# GATEWAY TREATMENT - 7000 SOUTH / JORDAN RIVER



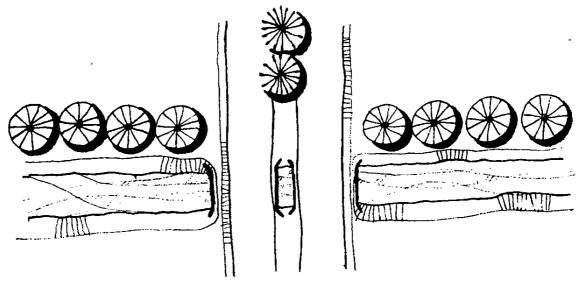
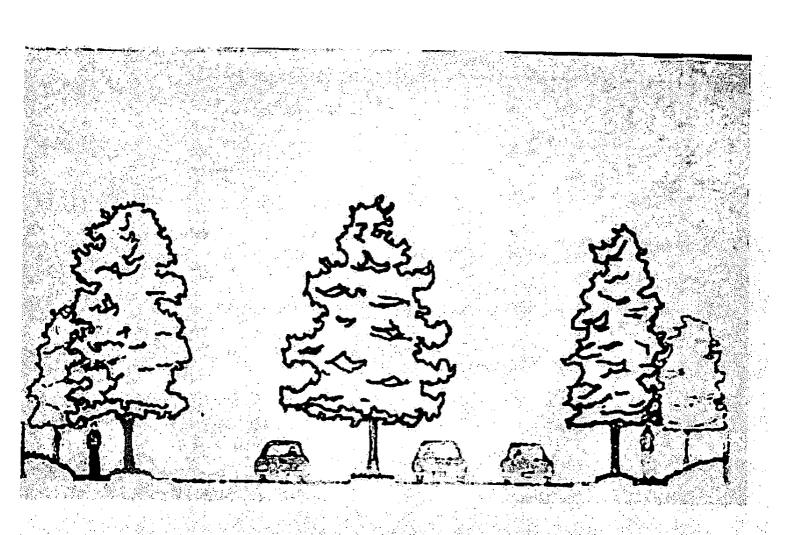


Figure 54



### EXHIBIT "D"

# (Design Conditions & Construction Standards)

# I. Design Conditions:

A. The developer shall conform to the general design guidelines as established by applicable zoning ordinances. However, all parties acknowledge that the pallette of materials contained within the zoning ordinances at the time of this Agreement are extremely limited, and the City has expressed an interest in the modification of the ordinance to allow increased flexibility in the use of materials. Final selection of a materials pallette shall be at the discretion of the City's Planning and Zoning Department, in coordination with project developers. In any case, the intent of any material proposed or selected for use in this development shall be to maintain and enhance the park-like atmosphere, as well as contribute to the long-term aesthetic quality of the development, by providing low maintenance, natural and earth tone finishes. Materials of bright metallic finishes or substantial areas of primary and secondary colors are not intended, except as minor accents for use in signage, public artwork, site furniture, and similar limited applications.

B. As with the general design requirements of the zoning ordinance, signage shall conform to the requirements of the ordinance extant at the time an application is made for permit. Similar to the general design requirements, the developer will cooperate with the City if necessary to modify the zoning ordinance where appropriate, and will abide by the standards developed as a result of the established planning and zoning process. The intent of any such modifications shall be to contribute to flexibility in use of materials, while maintaining a common theme for signage throughout the development and preventing the establishment of signs which detract from the aesthetic quality of the development.

# II. Construction Standards:

Construction standards for all portions and phases of the development shall be governed by the most current edition of the Utah State Building, Plumbing, Mechanical, Electrical Codes, as enforced by the City of West Jordan as the primary governing agency, at the time of application for building permit. No part of this Development Agreement shall be deemed to supersede these standards.

# EXHIBIT "E"

Property in Salt Lake County, State of Utah, more particularly described as:

Beginning South 16.5 feet and West 1400.5 feet from the center of Section 29, T.2S, R. 1W, SLBM; thence East 1389 feet; thence South 660 feet; thence East 16.5 feet; thence South 1910.5 feet; thence North 89°57'25" West 494.24 feet; thence South 0°02'35" West 53 feet; thence West 1076.26 feet more or less to canal; thence Northerly along canal to POB, less Bangerter Highway ROW. Containing 95.98 Acres, more or less.

Also known as Assessor's Tax Parcel no. 29-300-008-0000.

8678525 %/06/2003 12:04 PM NO FEE Book - 8812 Pg - 6512-6532 GARY W. OTT ECORDER, SALT LAKE COUNTY, UTAH JEST JORDAN CITY 300 S REDWOOD RD JEST JORDAN UT 84088 21: RDJ, DEPUTY - MA 21 r.