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10/22/2014 10:26 AM \$0.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: TWA, DEPUTY - WI 26 P.

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

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT ENGLEFIELD HEIGHTS SUBDIVISION

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

RECITALS

A. Developer desires to develop the property described in **Exhibit A** (the "**Property**"), which has been subdivided without City approval.

B. Developer has prepared and presented to the City a development application for Phase 1 of the Englefield Heights Subdivision, which consists of a single phase plus an undevelopable remainder parcel (the "**Remainder Parcel**") and is anticipated to be part of a multi-phase development, to be recorded as two or more interrelated phases (hereinafter referred to as the "**Project**"). The application package for Phase 1 has been submitted and reviewed by the City pursuant to the requirements of the West Jordan City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting development plan, preliminary and final approved subdivision plat(s), engineering construction drawings, conveyance documents, title reports and other documents submitted during the City's review and approval process will be referred to herein as the "Englefield Development Documents" or the "**Development Documents**."

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

D. In connection with the development of the Project pursuant to the Development Documents, the parties anticipate entering into one or more agreements related to the construction of public improvements and potential reimbursement therefore.

E. On or about September 27, 2012, the City entered into a development agreement by and between City of West Jordan and Peterson Development Company, LLC (Master Developer), entitled "Development Agreement The Highlands Sub-Areas Master Plan" (the "Master Development Agreement"), to which the Property is subject.

F. The City and Developer desire to acknowledge applicability of certain terms and conditions of the Master Development Agreement, including but not limited to acknowledgment of Developer's awareness of the City's creation of the assessment area envisioned in said agreement, and Master Developer desires to assign and transfer certain obligations and benefits of the Master Development Agreement to Developer.

AGREEMENT

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

ARTICLE I LEGAL AUTHORITY AND PURPOSE

- 1.1 **Purpose.** The City and Developer represent that they have the legal authority to enter into and perform their obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits. This Agreement and the approved Development Documents will govern the City and the Developer with respect to development of the Project.
- 1.2 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.
- 1.3 **Conditions Subsequent.** Each of the City and Developer is entering into this Agreement in anticipation of the satisfaction of certain conditions subsequent (the "**Conditions**"), which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions are not satisfied or otherwise waived by the Parties within two years after the effective date of this Agreement, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that some of the Conditions may be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the "**Conditions**":

1.3.1 Acceptance of this Agreement by the City Council; and

1.3.2 Approval and recording of the subdivision plat for the first phase of the Project.

1.4 **Transfer/Assignment of Master Developer Obligations.** Development of the Project shall comply with the Master Development Agreement. Sale of lots is not an assignment unless designated by the Master Developer. Pursuant to Section 1.4.1 of the Master Development Agreement, the following Master Developer obligations are assigned to and accepted by Developer: None.

ARTICLE II PROJECT DEVELOPMENT

2.1 **Developer Obligations.**

2.1.1 **Phased Development.**

A. Englefield Heights Subdivision will initially consist of one subdivision phase, Phase 1, and one undevelopable remainder parcel (the “**Remainder Parcel**”) as shown in **Exhibit A**.

B. It is anticipated that the remainder parcel will be further subdivided as a second phase, Phase 2, (each a “**Phase**,” and collectively, the “**Phases**”) as shown in **Exhibit B**. The final plat for the first Phase and each future Phase (each a “**Final Plat**,” and collectively, the “**Final Plats**”) shall be recorded and construction shall be performed in the following sequence: Phase 1 first, Phase 2 second. The Parties understand and agree that the City will not accept, approve or allow recording of the Final Plats out of sequence, but multiple sequential Phases may be accepted, approved and recorded concurrently. Except to the extent approved by the City, the Final Plats and the Plans and Specifications for each Phase shall comply in all material respects with the Development Documents.

C. The Parties further understand and agree that no development of the Remainder Parcel will occur or be permitted to occur prior to the City’s receipt and approval of required development application(s), which approval will be subject to reasonable assurance that infrastructure can be constructed and extended as shown in the Development Documents by Developer, at Developer’s cost and expense.

2.1.2 **Property Transfer.**

A. Phase 1. The west and south boundaries of Phase 1 are contiguous with the west and south boundaries of the Property. However, the east boundary of Phase 1 is not contiguous with the east boundar of the Property. The Parties understand and agree that the owner of property to the east will be required to sign the Phase 1 Final Plat as an owner and dedicate the property included within Phase 1 as public

right-of-way for Lake Powell Road (approximately 6300 West).

B. Remainder Parcel. Without City consent, a portion of the Property was transferred, in fee, from Master Developer to Garbett Land Investments, LC as shown in **Exhibit C** (the “**Garbett Property**”). Consequently, Master Developer and Developer will prepare, deliver and record, at no cost to the City, all conveyances necessary to ensure that exactly one remainder parcel, defined herein as the Remainder Parcel, is created upon recordation of the Phase 1 Final Plat as shown in the **Exhibits**.

Transfer of the Garbett Property also created a gap between the Garbett Property and the east boundary of the Property as shown in **Exhibit C**. This gap and all other gaps, including but not limited to gaps between phasing lines and property boundaries, shall be eliminated by Master Developer and Developer at their sole cost and expense prior to or upon recordation of the Phase 1 Final Plat.

2.1.3 Conveyance or Dedication of Easements. Developer shall convey or dedicate to the City, at no cost, such required easements on or across the Project, inclusive of the Remainder Parcel, as are necessary to facilitate the extension of required City services to and through the Project.

2.1.4 Access Roads.

A. The Parties understand and agree that unless and until a third-party property owner dedicates property sufficient for construction of 6400 West Street, the Remainder Parcel does not have adequate street facilities for development, and the Remainder Parcel shall remain undeveloped until property is dedicated for 6400 West Street.

B. Except as otherwise expressly agreed in this Agreement, Developer agrees that on or before issuance of building permits within any Phase, it shall design, construct and dedicate to the City all roads and other public infrastructure for that Phase and all preceding Phases as shown on the applicable Final Plats therefore. Among other required improvements, Developer will construct and dedicate Lake Powell Road (approximately 6300 West) to the City as shown in **Exhibit B** at Developer’s sole cost and expense.

C. All access and connecting roads shall be completed in accordance with approved engineering plans and specifications approved in connection with the Final Plat for the various Phases of the Project (the “**Plans and Specifications**”), which approval shall not be unreasonably withheld, conditioned or delayed.

2.1.5 Public Improvements: Streets, Culinary Water, Sanitary Sewer and Stormwater. Developer shall design, construct and dedicate to the City all public streets and other public infrastructure required by the 2009 City Code and City

standards or shown on the approved Development Documents, including but not limited to all community and open space amenities approved through the City's Planning Commission to support density buy-ups. (hereinafter referred to as the "**Public Improvements**"). This obligation shall survive termination of this Agreement and is intended to attach to and run with the land.

A. Unless specifically authorized herein, no building permits will be issued until the City has accepted all Public Improvements for the Phase in which building permits are sought. Developer or the purchaser of a lot within a recorded phase may obtain a building permit for an individual lot before the City accepts the Public Improvements or Master Plan Improvements so long as the following requirements are met: (a) Developer has recorded a plat for the Phase; (b) Developer has posted the required improvement assurance with the City; (c) There is a paved, 20 foot wide, fire apparatus access road designed to carry 80,000 GVW that will allow emergency response access within 150 feet of all portions of the exterior of the structure; (d) Any portion of the access road that is a dead end greater than 150 feet has a turnaround; (e) All fire lines and hydrants have been installed, tested, approved and operable; and (f) All other requirements for building permit issuance have been met.

B. Without limiting the foregoing, the Developer shall construct all master planned streets, culinary water, sanitary sewer and stormwater improvements running along or through the Project, inclusive of the Remainder Parcel (the "**Master Planned Improvements**") with the first phase of the Project, or Developer shall be responsible for a pro-rated portion, based on acreage, of the estimated cost of construction of such improvements at the start of each phase as shown in **Exhibit D** and as follows:

1. Phase 1, which is 7.4 acres, shall be responsible for 36.6% of the estimated cost of construction of the Master Planned Improvements, which is approximately \$191,783.78.

2. The Remainder Parcel, which is 12.83 acres, shall be responsible for 63.4% of the estimated cost of construction of the Master Planned Improvements, which is approximately \$332,511.62. The Remainder Parcel is anticipated to be developed as one phase, Phase 2. Any additional phases must be addressed by amendment to this Agreement.

C. A financial assurance for improvements shall be posted for each phase including the Master Planned Improvements, or portion thereof, contained within that phase prior to recording the Final Plat for that Phase. In addition to the financial assurance for Phase 1, Developer shall deposit cash with the City in an amount equal to \$191,783.78 (the "**Cash Deposit**"), as shown in **Exhibit D**. The Cash Deposit shall be paid prior to recording the Phase 1 Final Plat.

Provided that the Remainder Parcel becomes developable, it is anticipated to be developed as a second Phase. The City shall retain the Cash Deposit as the financial assurance for a portion of the public improvements contained within the Final Plat of the second phase. Developer shall post a financial assurance for all public improvements contained within the Final Plat of the second phase, less the amount of the Cash Deposit. As the second phase is constructed, the Cash Deposit will be reduced and released pursuant to City Code applicable to financial assurance of public improvements, except a different form of financial assurance may be substituted for the warranty assurance.

D. **Exhibit E**, attached hereto and hereby made a part hereof, lists and otherwise describes required and agreed improvements and dedications required of Developer in connection with Phase 1 of the Project, all of which are accepted by Developer and agreed upon. The City shall have no obligation to extend infrastructure to serve the Remainder Parcel or any Phase. The City shall not be required to permit connection at any location or by any method other than as shown and approved in the Development Documents.

2.1.6. **Construction Standards.** Notwithstanding any other provisions of this Agreement, all Public Improvements and Master Planned Improvements shall be constructed in compliance with the approved Development Documents, all applicable federal, state and local laws and regulations, and City standards, specifications, and plans as adopted at the time of design.

2.1.7. **Payment of Fees.** All required fees associated with the recordation of each Phase, including but not limited to impact fees, shall be paid by Developer prior to recording the Final Plat for that Phase.

2.1.8. **Completion of Improvements.** All Master Planned Improvements and Public Improvements associated with each Phase shall be constructed by Developer within two (2) years after recording the Final Plat for that Phase.

2.1.9. **Construction Process.**

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

B. Developer shall pay for and complete all soils and materials and traffic testing required by the 2009 City Code or the City's public improvement standards, specifications, and plans. The work shall be performed by testing agencies acceptable to the City Engineer. Copies of all test results shall be submitted to the City Engineer within thirty-six hours after they are issued by

the testing agency. The City Engineer may request that the test reports be certified by the testing agency.

- 2.1.10. **File Record Documents.** Developer shall file with the City Engineer “Record Documents” or “As-Builts” conforming to City requirements.
- 2.1.11. **Indemnification.** Developer shall, at all times, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement.
- 2.2 **Provision of Certain Water and Sewer Utility Services.** City services such as culinary water, sanitary sewer and storm water, garbage collection on public streets for residential properties and related services provided by the City to its citizens generally, will not be made available to the Project by the City unless and until infrastructure is installed by Developer, at Developer's cost, and dedicated to and accepted by the City. The Parties understand and agree that services are not available to the Remainder Parcel, which requires off-site infrastructure. Culinary water, sanitary sewer and storm water utility services will be provided through Master Planned Improvements and Public Improvements constructed by the Developer, at the Developer's cost, in connection with each Phase. The City shall have no obligation to extend infrastructure to serve any Phase. The City shall not be required to permit connection at any location or by any method other than as shown and approved in the Development Documents.
- 2.3 **Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development, whether by the Developer or a successor in interest, will be consistent with this Agreement and the finally approved Development Documents.
- 2.4 **Parks, Trails and Pathways.** The Development Documents may provide for public use spaces consistent with the requirements of the 2009 City Code and the West Jordan Trails & Open Space Master Plan. The Developer and City will cooperate in reasonably locating and/or refining the location of such open spaces, trails and pathway systems.

**ARTICLE III
IMPACT FEES**

- 3.1 **Impact Fees; Costs of Application Processing** The Developer will be assessed and required to pay impact fees calculated by the City in accordance with the Utah Impact Fees Act. In addition, Developer will be responsible for paying all City fees and charges appropriately assessed for projects of the type being presented by Developer, including payment of hourly charges for all internal expert reviews and involvement. Because impact fees are assessed at the time of development, impact fees may be assessed in each phase of the Project. Stormwater impact fees for the Remainder Parcel will be paid prior to recordation of any plat affecting the Remainder Parcel.
- 3.2 **Maintenance of Detention Basins, Planters, Trees and Other Landscaping in Street Median Spaces and Alongside Streets and Sidewalks Appurtenant to, or Within, the Development.** The City shall have the long term and permanent responsibility for the maintenance of all detention basins, parks, open space and trails (if any) within the Project area dedicated to the City, including landscaping that exists along streets and sidewalks within public rights-of-way. In connection with such maintenance, the City intends to create an assessment area for the purposes of funding in whole or in part such maintenance obligation. The Developer, on behalf of itself, its successors and assigns, waives any and all right of protest and expressly agrees to participate in and consent to the creation of an assessment area or similar entity to perform such maintenance. Developer shall notify all lot purchasers and other successors and assigns of this obligation and obtain their consent. There shall be no club houses, swimming pools or other features within the dedicated areas that are not approved by the City.

**ARTICLE IV
DEFAULT AND COSTS**

- 4.1 **Default.** In the event of a failure by any party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other party, the non-defaulting party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:
- 4.1.1 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and
- 4.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.
- 4.2 **Insolvency.** Insolvency, bankruptcy or any voluntary or involuntary assignment by any party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such party under this Article IV.

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

ARTICLE V ASSIGNMENT AND RECORDATION

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

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

Developer agrees that any Developer's responsibility for constructing Master Planned Improvements and other Public Improvements in connection with the Project as originally presented and approved, and as agreed to herein, cannot be avoided by assigning portions of the Project to one or more third parties and then claiming that the Developer's or successor's building of the required Public Improvements is not justified by the impact of the remainder, or portion, of the Project.

- 5.1.1 The provisions of this Section 5.1 shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement.
- 5.1.2 A change in the majority ownership or control of the Developer shall be deemed a transfer requiring the consent of the City pursuant to the requirements of this Section 5.1. Notwithstanding the foregoing sentence, a transfer of all or a portion of the Project or change in the majority ownership or control of the Developer is permitted without the City's consent under the following circumstances: (i) a transfer occurs to an entity that is an affiliate of the Developer, (ii) a transfer or

change in ownership occurs as a result of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, and/or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the Development Documents. If as a result of any of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this Agreement evidencing their personal guaranty of the Developer's obligations hereunder.

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

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

ARTICLE VI GENERAL MATTERS

- 6.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.
- 6.2 **Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to

limit the generality of the terms preceding such word.

- 6.3 **Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.
- 6.4 **Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.
- 6.5 **Non-Liability of City Officials.** No officer, representative, agent or employee of the City shall be personally liable to Developer or any successor in interest or assignee of Developer in the event of any default or breach by the City, or for any amount which may become due the Developer, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.
- 6.6 **No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.
- 6.7 **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph must have notified the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.
- 6.8 **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

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

Canyon Ranches, LC: 225 S. 200 E. #200
SLC, UT 84111

Attention: Barrett Peterson

Doves Landing, LC: 225 S. 200 E. #200
SLC, UT 84111

Attention: Ryan Peterson

Garbett Land Investments, LC:
273 E. Capitol Street
SLC, UT 84111

Attention: Bryson Garbett

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

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

- 6.10 **Effective Date.** This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date.
- 6.11 **Termination.** This Agreement shall terminate upon mutual written agreement of the parties hereto or failure of the Conditions to occur on or before two years from the effective date of this Agreement unless amended in writing, whichever occurs first.
- 6.12 **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.
- 6.13 **Joint and Several Liability.** Canyon Ranches, LC, a Utah limited liability company, Doves Landing, LC, a Utah limited liability company and Garbett Land Investments, LC, a Utah limited liability company shall be jointly and severally liable for all Developer obligations set forth in this Agreement.
- 6.14 **Effect of Agreement; Release of Claims.** Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal or State laws, City and County ordinances, regulations, or standards. It is the intent of the Parties that this Agreement serve as a complete release and waiver by Developer of any and all claims Developer has or may claim to have with respect to the City's application of the 2009 City Code to the development or the imposition of any requirement expressly set forth in this Agreement or the Development Documents. Moreover, Developer hereby releases and waives any and all claims Developer may have against the City with respect to any land use application submittals, acceptances, approvals, denials or processing with respect to the Project occurring prior to the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement on this 28 day of May, 2014 (the "Effective Date").

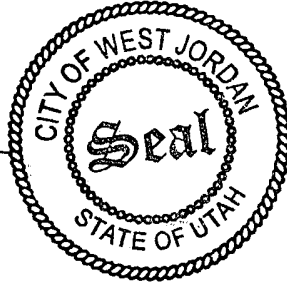
[Signatures on the following 5 pages]

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

By: [Signature]
Kim V. Rolfe, Mayor

ATTEST:

[Signature]
Carol Herman, Deputy City Clerk



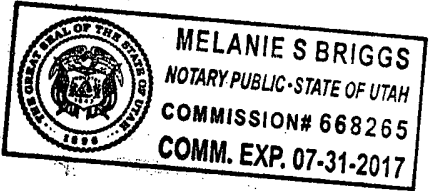
CITY ACKNOWLEDGEMENT

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

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

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

[Signature]
Notary Public for Utah
Residing at: Salt Lake County, UT
My Commission Expires: July 31, 2017



_____ ,
a _____ ,

Canyon Ranches, LC, a Utah limited liability company,

By Jm h

Its Manager,

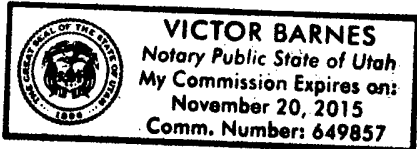
By: Barrett Peterson

ACKNOWLEDGEMENT

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

On this 28th day of May, 2014, before the undersigned notary public in and for the said state, personally appeared Barrett Peterson, known or identified to me to be the manager of Canyon Ranches, LC, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



Victor Barnes
Notary Public for Utah
Residing at: Davis County
My Commission Expires: 11/20/15

Doves Landing, LC, a Utah limited liability company,

By Ryan Peterson

Its MANAGER,

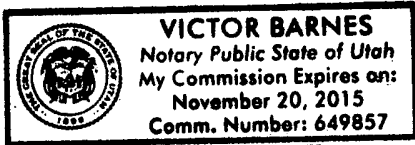
By: RYAN PETERSON

ACKNOWLEDGEMENT

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

On this 28th day of May, 2014, before the undersigned notary public in and for the said state, personally appeared Ryan Peterson, known or identified to me to be the manager of Doves Landing, LC, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



Victor Barnes
Notary Public for Utah
Residing at: Javis County
My Commission Expires: 11/20/15

Garbett Land Investments, LC, a Utah limited liability company

By [Signature]

Its MANAGER

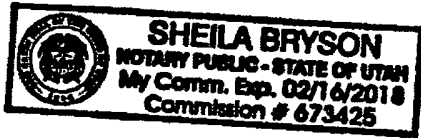
By: _____

ACKNOWLEDGEMENT

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

On this 28th day of May, 2014, before the undersigned notary public in and for the said state, personally appeared Bryson Garbett, known or identified to me to be the Manager of Garbett Land Investments, LC, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



Sheila M Bryson
Notary Public for Utah
Residing at: Salt Lake City Ut
My Commission Expires: 02/16/2018

Peterson Development Company, LLC

By [Signature]

Its Manager,

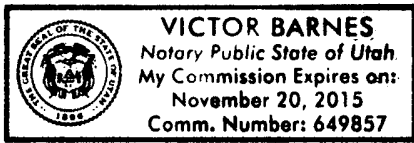
By: Barrett Peterson

ACKNOWLEDGEMENT

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

On this 28th day of May, 2014, before the undersigned notary public in and for the said state, personally appeared Barrett Peterson, known or identified to me to be the manager of Peterson Development Company, LC, a Utah limited liability company, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



[Signature: Victor Barnes]
Notary Public for Utah
Residing at: Davis County
My Commission Expires: 11/20/15



7800 SOUTH

REMAINDER PARCEL
(FUTURE PHASE 2)


PROPOSED PHASE I
PLAT BOUNDARY

PHASE LINE

PHASE LINE

6400 WEST

ENGLEFIELD
PHASE I



FOCUS[®]
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

Englefield Heights Exhibit - A

Date Created	5/14/2014
Scale	NONE
Drawn	JSH
Job	12-165
Sheet	

A

2012-12-165 Englefield Heights Exhibit - A.dwg

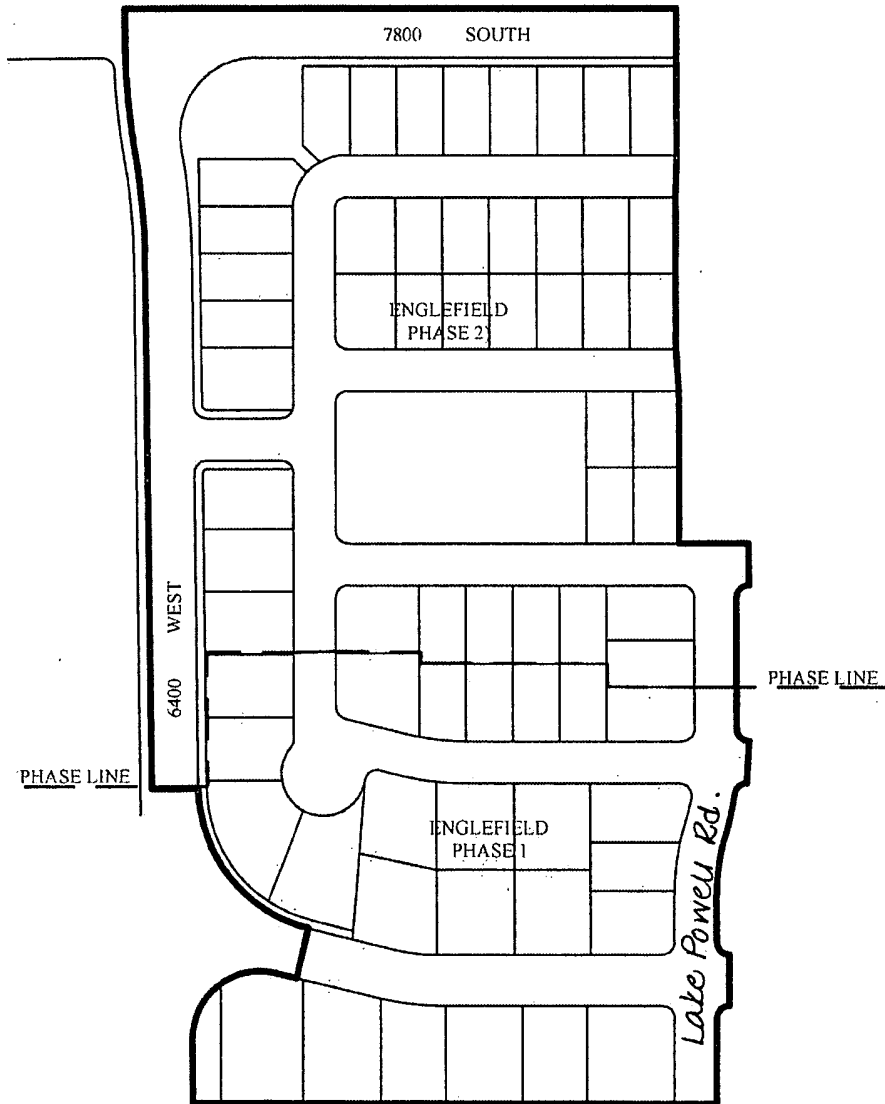
Exhibit - A

PROPOSED PLAT BOUNDARY

A portion of the NW1/4 of Section 35, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, more particularly described as follows:

Beginning at the Northwest Corner of Section 35, T2S, R2W, S.L.B. & M.; thence N89°59'31"E along the Section line 640.32 feet; thence South 173.68 feet; thence S2°14'54"W 50.04 feet; thence South 180.00 feet; thence S4°31'55"E 50.16 feet; thence South 180.00 feet; thence East 30.86 feet, more or less, to the west line of the East ½ of the NW1/4 of said Section 35; thence S0°32'02"E along said west line 170.69 feet; thence East 34.45 feet; thence South 49.69 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet through a central angle of 90°00'00" (chord: S45°00'00"E 21.21 feet); thence S3°11'22"W 50.08 feet; thence Southwesterly along the arc of a 15.00 foot radius non-tangent curve (radius bears: South) 21.48 feet through a central angle of 82°03'05" (chord: S48°58'28"W 19.69 feet) to a point of reverse curvature; thence along the arc of a 275.00 foot radius curve to the right 48.74 feet through a central angle of 10°09'14" (chord: S13°01'33"W 48.67 feet) to a point of reverse curvature; thence along the arc of a 225.00 foot radius curve to the left 71.09 feet through a central angle of 18°06'10" (chord: S9°03'05"W 70.79 feet); thence South 54.74 feet; thence along the arc of a 15.00 foot radius curve to the left 23.56 feet through a central angle of 90°00'00" (chord: S45°00'00"E 21.21 feet); thence South 60.00 feet; thence Southwesterly along the arc of a 15.00 foot radius non-tangent curve (radius bears: South) 23.56 feet through a central angle of 90°00'00" (chord: S45°00'00"W 21.21 feet); thence South 99.99 feet to the north line of BLOOMFIELD HEIGHTS Phase 2 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N89°54'32"W along the northerly line of said Subdivision 626.06 feet; thence N0°34'37"W 73.70 feet; thence along the arc of an 80.00 foot radius curve to the right 145.33 feet through a central angle of 104°05'13" (chord: N51°28'00"E 126.16 feet); thence S76°29'24"E 26.08 feet; thence N13°30'37"E 60.00 feet; thence Northwesterly along the arc of a 170.00 foot radius non-tangent curve (radius bears: N13°30'34"E) 225.21 feet through a central angle of 75°54'14" (chord: N38°32'16"W 209.10 feet); thence West 56.00 feet to the Section line; thence N0°35'08"W along the Section line 924.91 feet to the point of beginning.

Contains: 18.85+/- acres



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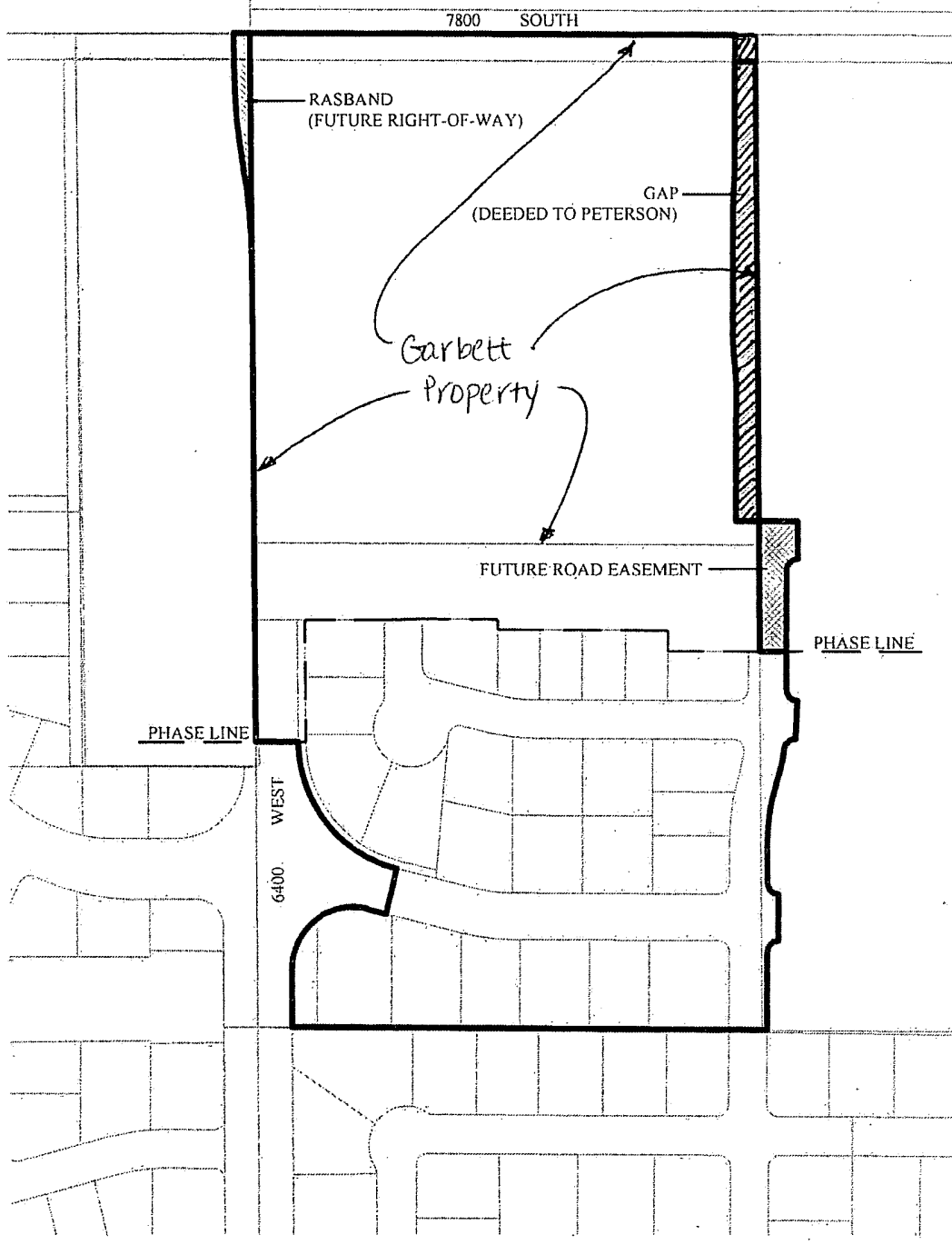
Englefield Heights

Exhibit - B

Date Created: 3/12/2014
Scale: NONE
Drawn: JSB
Job: 12-165
Sheet:

B

Z:\2012\12-165 Englefield Heights\Design 12-165\Prop\Variable\Development\Agreement_B.dwg



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Englefield Heights

Exhibit - C

Date Created	5/13/2014
Scale	NONE
Drawn	JSB
Att:	12-165
Sheet:	C

2. 2012/12-165 Englefield Heights Development, Appendix C.dwg

EXHIBIT D

Englefield Subdivision Master Planned Improvements

6400 West

Collector Street Pavement	32560	SF	\$4.20	\$136,752.00
Curb & Gutter	1675	LF	\$14.00	\$23,450.00
Sidewalk	875	LF	\$19.00	\$16,625.00
Landscaping	7866	SF	\$3.90	\$30,677.40
6' Wall	875	LF	\$50.00	\$43,750.00
Collector Street Lights	5	EA	\$3,900.00	\$19,500.00
12" Water Line	970	LF	\$60.00	\$58,200.00

7800 South

Collector Street Pavement	16500	SF	\$4.20	\$69,300.00
Curb & Gutter	610	LF	\$14.00	\$8,540.00
Sidewalk	610	LF	\$19.00	\$11,590.00
Landscaping	5490	SF	\$3.90	\$21,411.00
6' Wall	610	LF	\$50.00	\$30,500.00
Collector Street Lights	4	EA	\$3,900.00	\$15,600.00
12" Water Line	640	LF	\$60.00	<u>\$38,400.00</u>

Total Cost \$524,295.40

Phase 1	7.4	AC	36.6%	\$191,783.78
Phase 2	12.83	AC	63.4%	\$332,511.62

EXHIBIT E

[Public Improvement Bond Calculation]

West Jordan Bond Calculation Worksheet for PUBLIC IMPROVEMENTS

Project: Englefield Heights Ph.1 Subdivision

Date: 8/1/2014



DESCRIPTION	Unit	Quant.	\$/Unit	Total
Sanitary Sewer				
8" PVC Sewer	LF	1,227	\$33.00	\$40,494.63
6' Manhole	EA	4	\$4,500.00	\$18,000.00
5' Manhole	EA	1	\$4,000.00	\$4,000.00
4' Manhole	EA	2	\$3,500.00	\$7,000.00
Laterals	EA	25	\$650.00	\$16,250.00
Subtotal				\$85,744.63
Culinary Water				
8" PVC Waterline (Culinary)	LF	1,680	\$30.00	\$50,400.00
8" Gate Valve	EA	8	\$1,200.00	\$9,600.00
8" Fittings	EA	3	\$950.00	\$2,850.00
Fire Hydrants	EA	4	\$3,200.00	\$12,800.00
2" Blow off	EA	4	\$1,235.00	\$4,940.00
Air/Vac Valve	EA	1	\$4,200.00	\$4,200.00
Sample Station	EA	1	\$650.00	\$650.00
Laterals	EA	25	\$650.00	\$16,250.00
Subtotal				\$101,690.00
Storm Drain				
30" RCP Class III	LF	170	\$70.00	\$11,900.00
24" RCP Class III	LF	717	\$65.00	\$46,605.00
18" RCP Class III	LF	215	\$47.00	\$10,105.00
15" RCP Class III	LF	413	\$45.00	\$18,585.00
Combination Catch/Clean Box	EA	8	\$3,500.00	\$28,000.00
Single Inlet Box	EA	2	\$1,700.00	\$3,400.00
5' Storm Drain Manhole	EA	4	\$2,500.00	\$10,000.00
Detention Basin	CY	1,265	\$5.00	\$6,325.00
Oil Water Separator	EA	1	\$5,000.00	\$5,000.00
Side and Back Yard Drainage Swales	LF	350	\$12.00	\$4,200.00
Subtotal				\$144,120.00
Street Improvements				
Curb & Gutter w/Road Base	LF	3,360	\$15.00	\$50,400.00
5' Sidewalk w/Road Base, Back Fill Parkstrip	LF	3,360	\$16.00	\$53,760.00
3" Asphalt w/ 12" Road Base	SF	42,000	\$2.45	\$102,900.00
1-inch overlay	SF	42,000	\$1.50	\$63,000.00
Temporary access	SF	14,080	\$2.00	\$28,160.00
Disabled Pedestrian Ramp	EA	10	\$260.00	\$2,600.00
Cul-de-sac Island	EA	1	\$1,000.00	\$1,000.00
Monuments	EA	3	\$300.00	\$900.00
Subtotal				\$302,720.00
Miscellaneous				
Street Signs	EA	3	\$250.00	\$750.00
Traffic Signs	EA	29	\$250.00	\$7,250.00
Mass Grading	CY	33,985	\$3.50	\$118,947.50
Speed Tables	EA	2	\$3,000.00	\$6,000.00
As-Builts (2x Mylar, 1x digital)	LS	1	\$1,000.00	\$1,000.00
Subtotal				\$133,947.50
Total				\$768,222.13

Prepared By: Todd Johnson
Staff Engineer

Reviewed By: [Signature]
City Engineer

West Jordan Bond Worksheet for LANDSCAPING and STREET LIGHTS
Project: Englefield Heights Ph.1 Subdivision
 Date: 8/1/2014



DESCRIPTION	Unit	Quant.	\$/Unit	Total
Item				
Street Lights 12'	EA	10	\$2,600.00	\$26,000.00
Irrigation	SF	10808	\$0.50	\$5,404.00
2" Caliper Trees	EA	40	\$250.00	\$10,000.00
Plants	1GL EA	52	\$15.00	\$780.00
Plants	5 GL EA	33	\$35.00	\$1,155.00
Sod (grass)	M.S.F.	10.808	\$360.00	\$3,890.88
Weed Fabric	SF	6561	\$0.50	\$3,280.50
Mulch (colored bark)	Cu YDS	60.75	\$100.00	\$6,075.00
6" x 6" Mow Strips (concrete)	LF	612	\$5.50	\$3,366.00
Irrigation 2" Valve lateral line	EA	1	\$1,500.00	\$1,500.00
2" Backflow Device (R.P.)	EA	1	\$800.00	\$800.00
2" Backflow Device Protective Cover	EA	1	\$1,010.00	\$1,010.00
Irrigation Controller (Calsense ET2000e)	EA	1	\$12,000.00	\$12,000.00
6' Rhinorock Fence	LF	575	\$60.00	\$34,500.00
Subtotal				\$109,761.38
Total				\$109,761.38

Prepared By: Todd Johnson
 Staff Engineer

Reviewed By: [Signature]
 City Engineer