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NF

When Recorded Return to:
City of West Jordan
ATTN: Office of Development Assistance
8000 South Redwood Road,
2nd Floor (South)
West Jordan, UT 84088

13013216
06/20/2019 12:40 PM \$0.00
Book - 10794 Pg - 509-522
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: DCA, DEPUTY - MA 14 P.

REIMBURSEMENT AGREEMENT
Highlands Landing Commercial Subdivision Phase 1, Lot 1
(Portion of Highlands Loop Road)
Parcel Numbers 20-25-351-002 and 20-25-300-058

This Reimbursement Agreement ("Agreement") is entered into this 13th day of June, 2019 by and between Peterson Development Company, L.L.C., a Utah limited liability company ("**Developer**"), and the City of West Jordan, a municipality and political subdivision of the State of Utah (the "**City**"). Developer and City are collectively referred to herein as "**Parties**," and each may be referred to individually as "**Party**."

RECITALS

WHEREAS, Developer has subdivided and is developing a parcel of real property, recently owned by Developer, identified as Highlands Landing Commercial Subdivision Phase 1, Lot 1 in West Jordan, Utah, **Parcel Number 20-25-351-002** (the "**Property**"), as depicted in the legal description and on the plat, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, Developer has constructed the full width of a segment of road, which is a portion of Highlands Loop Road (the "**Road Segment**"), immediately to the north of the Property, as depicted on **Exhibit A** and as further depicted in the two road drawings identified in **Exhibit B**; and the Developer has already dedicated the Road Segment to the City for the purpose of being a public road; and

WHEREAS, Developer agrees to complete the construction of and to initially incur the full expense of constructing the improvements in the Road Segment, subject to potentially being reimbursed for one-half of the relevant improvements by the current owner (The Naomi Tew Udall Revocable Trust) or subsequent owner of the immediately adjoining parcel of real property to the north of the Property and the Road Segment (**Parcel Number 20-25-300-058**, as indicated on Exhibit A, to be referred to as "**Adjoining Owner**"), should the Adjoining Owner choose to develop said real property ("**Adjoining Property**") within the next ten (10) years; and

WHEREAS, pursuant to applicable provisions of the West Jordan City Code; namely, West Jordan City Code Sections 8-3B-1 et seq., Developer may, in connection with the subdivision and development of the Property and the construction of the improvements in the Road Segment ("**Road Segment improvements**"), request to be reimbursed by the Adjoining Owner if and when the Adjoining Owner develops the Adjoining Property within the next ten (10) years; and

WHEREAS, the Adjoining Property is declared by the City to be a property which is reasonably anticipated to benefit in the future from the construction and installation of the Road Segment improvements ("**Benefited Property**"); and

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. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
2. **Land Dedication.** It is the understanding of the Parties that Developer has dedicated the real property within the Road Segment to the City. If it is determined that some or all of the real property within the Road Segment has not been dedicated to the City, then Developer shall immediately dedicate said real property within the Road Segment to the City.
3. **Developer's Obligations.**
 - a. Developer shall, at its own expense and in accordance with the requirements of the West Jordan City 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 the Road Segment improvements identified in the attached **Exhibit C**.
 - b. Developer shall, at its own expense, if necessary, acquire necessary real property interests for the construction and installation of the Road Segment improvements and shall dedicate the acquired property interests and Road Segment improvements to the City, in a form approved and acceptable to the City Attorney.
 - c. Developer understands and agrees that Road Segment improvements will not be reimbursable unless they are approved by City in accordance with City's ordinances, rules, regulations, and engineering standards and specifications.
 - d. Developer shall dedicate or deed to the City all real property currently located, or purportedly located, between dedicated rights-of-way and the Adjoining Property and shall transfer title thereto to the City as public right-of-way. It shall be the responsibility of Developer to prepare, execute, deliver and record such documentation as may be reasonably necessary in the opinion of the City Attorney to affect the dedication or transfer of such property. The City shall not allocate costs to or collect costs from the Adjoining Owner until the City is satisfied that the Adjoining Property has undisputed legal access to the Road Segment improvements for which reimbursement is sought.

4. Cost Allocation and Collection from the Adjoining Property.

- a. The Parties agree that the Adjoining Property is the only Benefited Property, and that cost allocation and collection shall be limited to only the Adjoining Owner.
- b. The City shall thus allocate costs to the Adjoining Owner, as the sole Benefited Property owner, as set forth in Exhibit C. The allocation is based on the Adjoining Owner being responsible for one-half of the total estimated costs for shared Road Segment improvements.
- c. The City shall require the Adjoining Owner, if and when it seeks City approval to develop, subdivide or build, to pay to the City the appropriate allocated costs identified herein, prior to, and as a condition of granting any development, subdivision, conditional use, or site plan approval, and prior to the city issuing any building permit with respect to the Benefited Property. The Parties acknowledge, understand and agree that:
 - i. The City does not guarantee collection from the Benefited Property and is not required to bring a judicial action to enforce the 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. In the event that the City does not collect, the City shall assign such right to Developer, permitting it to collect on and enforce this Agreement.

5. Reimbursement Payments.

- a. Upon collection of the allocated costs from the Adjoining Owner as set forth herein, City shall pay the collected amount as a Reimbursement Payment to Developer. Notwithstanding anything in the Reimbursement Agreement to the contrary, the City shall have no obligation to make any Reimbursement Payment to Developer until the allocated costs are actually received by City. The parties acknowledge, understand agree that:
 - i. The City is not directly responsible or liable for any Reimbursement Payment to Developer, other than to account for and pay to Developer sums received; and
 - ii. The City is not responsible in the event this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable.
- b. No reimbursement from a Benefited Property shall be due to Developer pursuant to this Agreement until:
 - i. The applicable Road Segment 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 or warranty deed; and
 - ii. Developer has submitted the documentation required by the Reimbursement Agreement evidencing actual costs of the Road Segment improvements; and

- iii. Such reimbursement is required by the terms of the Reimbursement Agreement and the West Jordan City Code.

6. **Reimbursement Amount; No Interest.**

- a. Reimbursement Amount. The reimbursement amount for the Road Segment improvements shall be **\$201,346.46**, as set forth in Exhibit C.
- b. No Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to Developer by the City or any other person on any amounts due under this Agreement.

7. **Ownership of Road Segment Improvements.** City shall own the Road Segment improvements in fee title absolute, together with the lands and rights-of-way dedicated to the City. Subject to applicable warranties, ownership shall be with the City upon:

- a. Dedication to the City; and
- b. Completion of construction of the Road Segment improvements by Developer; and
- c. Inspection, approval and written acceptance by the City. The City will assume responsibility for all maintenance, repair and replacement of the Road Segment improvements once they are completed by Developer and accepted by the City, subject to any applicable warranty periods and the requirements of such warranty.

8. **Term of Agreement.** This Agreement shall terminate ten (10) years from the date of execution. If the Adjoining Owner has not commenced the development of the Adjoining Property, with a complete application (for preliminary subdivision and preliminary site plan, if applicable) and all fees paid, by the end of the term, then this Agreement shall terminate and the Developer shall not be able to be reimbursed by the Adjoining Owner .

9. **Effect of Agreement.** Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State or local laws, ordinances, regulations, or standards and this Agreement applies only to public improvements specifically identified herein. Except for the satisfaction of all obligations imposed on Developer with respect to the dedications and completion of the Road Segment improvements, the performance of this Agreement is not intended to vest in Developer any specific development rights for its Property that would not otherwise vest in Developer in the absence of this Agreement as a result of the approvals obtained from the City for the Property and the Road Segment. Moreover, nothing in this Agreement is intended to establish or infer the market value of any property dedicated to the City in conjunction with the development of the Property and the Road Segment.

10. **Assignment.** Neither the 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, which shall not be unreasonably withheld.

11. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the parties with regard to the subject matter herein.

12. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives, agents, members, successors, and assigns. The City is bound to the terms of this Agreement only upon the acceptance of this Agreement by a majority of the voting Council Members and the execution of the document by the individual authorized by the Council's motion, and only during the term of the Agreement.

13. **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.

14. **Amendment.** This Agreement may be amended only in a writing signed by the parties hereto.

15. **Controlling Law, Jurisdiction and Venue.** 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 Deferral Agreement as of this 13th day of June, 2019.

CITY:

ATTEST:



By: [Signature]
Mayor Jim Riding

[Signature]
City Recorder (Interim)

Date: 6-13-19

Peterson Development Company, L.L.C.:

By: *[Signature]*
(Signature of Developer)

Barrett Peterson
(Printed Name of Developer)

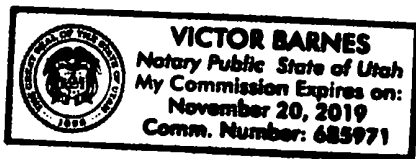
Date: 5/23/19

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this day personally appeared before me Barrett Peterson (INSERT NAME), to me known to be the Manager or Member of **Peterson Development Company, L.L.C.**, the limited liability company that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said instrument on behalf of said limited liability company.

Dated: May 23rd, 2019.



Victor Barnes

Notary Public in and for the State of Utah

My appointment expires 11/20/19

Exhibit A
Plat for the "Property" (also showing "Adjoining Property" to the North) –
Highlands Landing Commercial Subdivision Phase 1, Lot 1 in West Jordan, Utah

"Property" (Parcel Number 20-25-351-002):

Legal Description: Lot 1, Highlands Landing Commercial Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

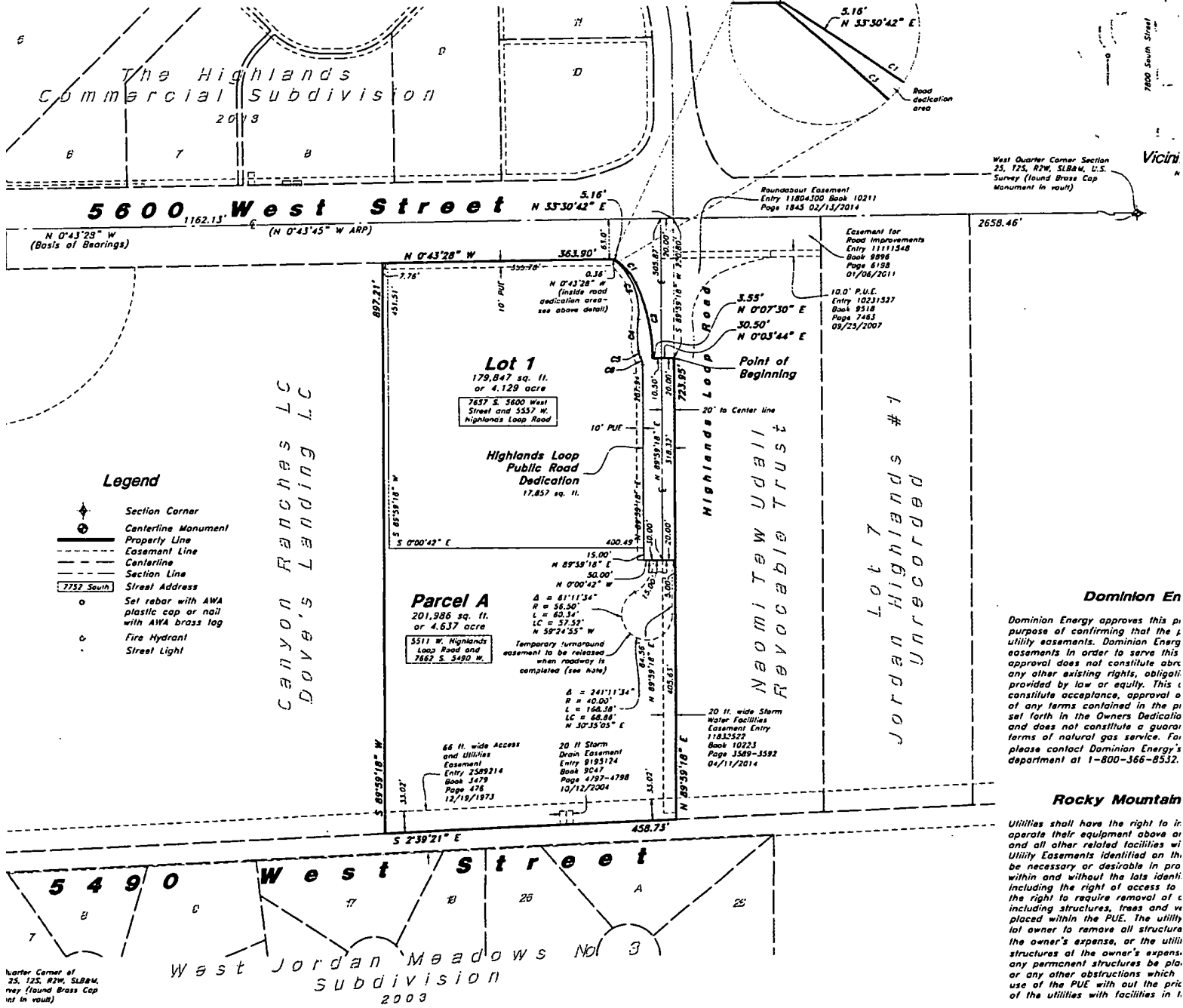
"Adjoining Property" (Parcel Number 20-25-300-058):

Legal Description: BEG N 0°42'46" W 1162.13 FT & E 53 FT FR SW COR SEC 25, T2S, R2W, SLM; N 0°42'46" W 231.98 FT; E 883.92 FT M OR L; S 2°38'39" E 232.21 FT; W 891.75 FT M OR L TO BEG. 4.73 AC M OR L.

Landing Commercial Subdivision

A part of the Southwest Quarter of Section 25,
Township 2 South, Range 2 West, Salt Lake Base & Meridian, U.S. Survey,
West Jordan City, Salt Lake County, Utah
February 2018

Scale: 1" = 100'



Legend

- Section Corner
- Centerline Monument
- Property Line
- Easement Line
- Centerline
- Section Line
- Street Address
- 7752 South
- Set rebar with AWA plastic cap or nail with AWA brass tag
- Fire Hydrant
- Street Light

Dominion En

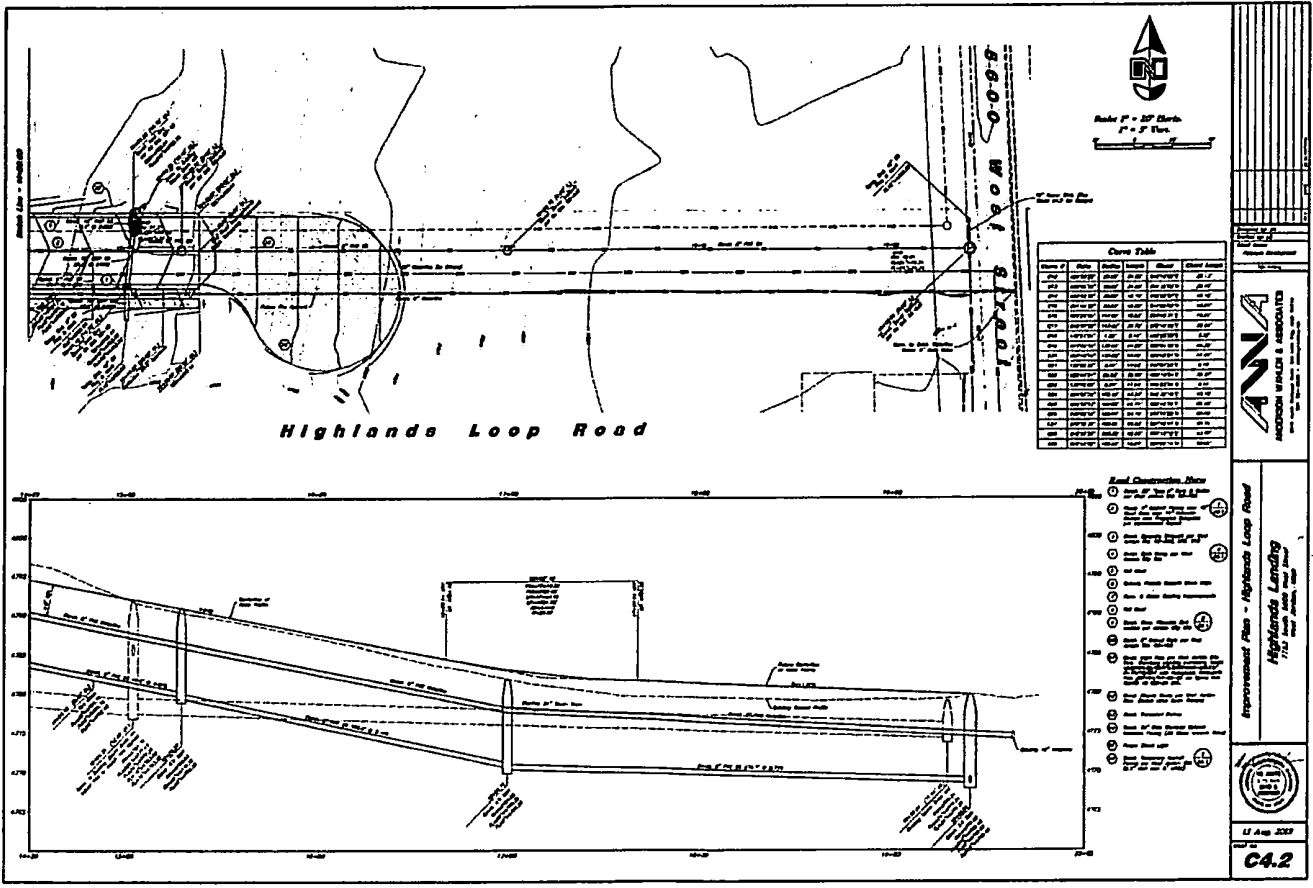
Dominion Energy approves this purpose of confirming that the utility easements, Dominion Energy easements in order to serve this approval does not constitute abri any other existing rights, obligati provided by law or equity. This c constitute acceptance, approval o of any terms contained in the p set forth in the Owners Dedicatio and does not constitute a guaran terms of natural gas service. Fo please contact Dominion Energy's department at 1-800-366-8532.

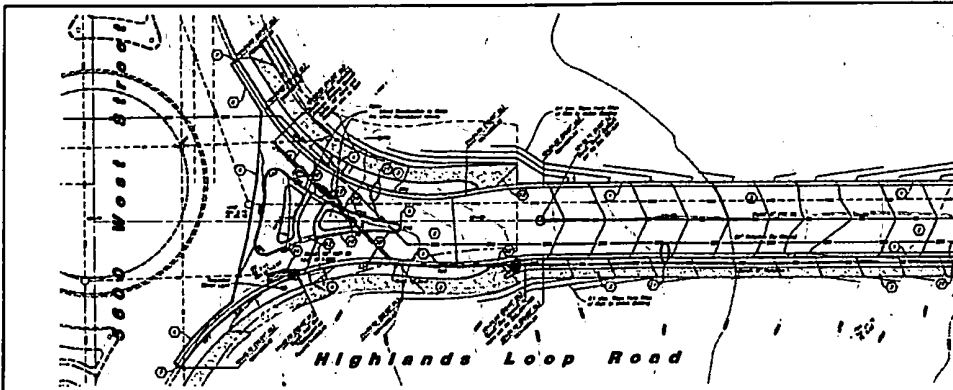
Rocky Mountain

Utilities shall have the right to in operate their equipment above or and all other related facilities w Utility Easements identified on th be necessary or desirable in pro within and without the lots ident including the right of access to the right to require removal of c including structures, trees and ve placed within the PUE. The utili lot owner to remove all structure the owner's expense, or the utili structures of the owner's expens any permanent structures be pla or any other obstructions which use of the PUE with out the pric of the utilities with facilities in i

<p>Developer</p> <p>oment in 7 East, Suite 300 Utah 84111 32-2235</p>	<p>Dominion Energy</p> <p>Approved this <u>20th</u> Day of <u>Sept</u> A.D., 2018</p> <p><i>Deanna Stephens</i> Dominion Energy</p>	<p>Comcast</p> <p>Approved this <u>31</u> Day of <u>Aug</u> A.D., 2018</p> <p><i>[Signature]</i> Comcast</p>	<p>CenturyLink</p> <p>Approved this <u>31</u> Day of <u>August</u> A.D., 2018</p> <p><i>[Signature]</i> CenturyLink</p>	<p>Rocky Mountain Power</p> <p>Approved this <u>31st</u> Day of <u>August</u> A.D., 2018</p> <p><i>Cheryl Beauchaine</i> Rocky Mountain Power</p>	<p>West Jordan City Planni</p> <p>Approved this <u>2nd</u> Day of <u>October</u> A.D., 2018</p> <p><i>[Signature]</i> Chairman, West Jordan City Plan</p>
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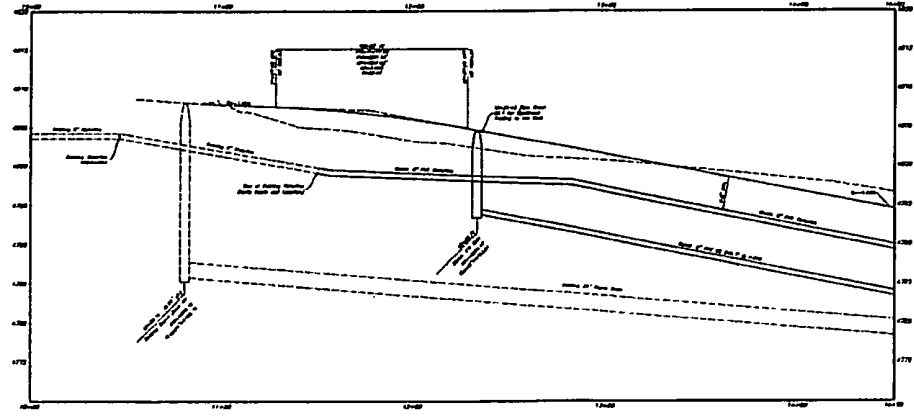
Exhibit B
Two Drawings of the "Road Segment"
Between Parcel Numbers 20-25-351-002 and 20-25-300-058





Curve Table

Station	Station	Station	Station	Station	Station
11+00	11+50	12+00	12+50	13+00	13+50
14+00	14+50	15+00	15+50	16+00	16+50
17+00	17+50	18+00	18+50	19+00	19+50
20+00	20+50	21+00	21+50	22+00	22+50
23+00	23+50	24+00	24+50	25+00	25+50
26+00	26+50	27+00	27+50	28+00	28+50
29+00	29+50	30+00	30+50	31+00	31+50
32+00	32+50	33+00	33+50	34+00	34+50
35+00	35+50	36+00	36+50	37+00	37+50
38+00	38+50	39+00	39+50	40+00	40+50
41+00	41+50	42+00	42+50	43+00	43+50
44+00	44+50	45+00	45+50	46+00	46+50
47+00	47+50	48+00	48+50	49+00	49+50
50+00	50+50	51+00	51+50	52+00	52+50
53+00	53+50	54+00	54+50	55+00	55+50
56+00	56+50	57+00	57+50	58+00	58+50
59+00	59+50	60+00	60+50	61+00	61+50
62+00	62+50	63+00	63+50	64+00	64+50
65+00	65+50	66+00	66+50	67+00	67+50
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86+00	86+50	87+00	87+50	88+00	88+50
89+00	89+50	90+00	90+50	91+00	91+50
92+00	92+50	93+00	93+50	94+00	94+50
95+00	95+50	96+00	96+50	97+00	97+50
98+00	98+50	99+00	99+50	100+00	100+50



- Key of Construction Notes
- 1. Work on top of road to be done.
 - 2. Work on bottom of road to be done.
 - 3. Work on side of road to be done.
 - 4. Work on top of road to be done.
 - 5. Work on bottom of road to be done.
 - 6. Work on side of road to be done.
 - 7. Work on top of road to be done.
 - 8. Work on bottom of road to be done.
 - 9. Work on side of road to be done.
 - 10. Work on top of road to be done.
 - 11. Work on bottom of road to be done.
 - 12. Work on side of road to be done.

ANA
ARCHITECTS ENGINEERS & LANDSCAPERS

Improvement Plan - Highlands Loop Road
Highlands Landstry
1700 West 10th Street, Suite 100
Denver, Colorado 80202

12 Aug 2022
CA.1

Exhibit C
“Adjoining Property” Portion (“Udall Property” Share) of “Road Segment Improvements”
Between Parcel Numbers 20-25-351-002 and 20-25-300-058

Highlands Landing - Udall's Share of Loop Rd Improvements

7600 S 5600 W		Improvements			
Cost Estimated for Shared Improvements		QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
Roadway Improvements					
1	Mobilization	1	EA	\$3,000.00	\$3,000.00
2	Mass Grading	1	EA	\$14,559.65	\$14,559.65
3	SWPPP	1	EA	\$3,365.32	\$3,365.32
4	Saw Cut & Removal Roundabout	1	EA	\$14,569.02	\$14,569.02
5	Finish Grade for Paving	34,474	SF	\$0.12	\$4,136.88
6	4" Asphalt, Road Base, Subbase & Geofabric	29,514	SF	\$4.33	\$127,795.62
7	30" Highback Curb & Gutter	992	LF	\$23.41	\$23,222.72
8	Handicap Ramps W/ ADA Inserts	4	EA	\$1,456.12	\$5,824.48
9	8' Sidewalk	2848	SF	\$10.50	\$29,904.00
10	Type P Curb	357	LF	\$40.31	\$14,390.67
11	Bicycle Ramps	2	EA	\$560.00	\$1,120.00
12	Stamped Concrete	792	SF	\$12.48	\$9,884.16
13	Compaction Testing	1	EA	\$500.00	\$500.00
14	Landscape	1	EA	\$1,000.00	\$1,000.00
15	Signs	11	EA	\$350.00	\$3,850.00
16	Street Lights	3	EA	\$5,350.00	\$16,050.00
17	Striping and Messages	1	EA	\$2,900.00	\$2,900.00
Roadway Improvements Total					\$276,072.52
Udall's Half					\$138,036.26
Storm Drain System					
18	Core Cut to Existing MH	2	EA	\$990.14	\$1,980.28
19	Storm Drain 15" RCP	20	LF	\$44.28	\$885.60
20	Storm Drain 18" RCP	60	LF	\$50.23	\$3,013.80
21	Catch Basins	3	EA	\$2,013.15	\$6,039.45
22	Catch Basin, 1'X1'	1	EA	\$1,571.78	\$1,571.78
23	48" Manhole	1	EA	\$2,768.35	\$2,768.35
24	Testing	1	EA	\$350.00	\$350.00
Storm Drain Subtotal					\$16,609.26
Udall's 1/2 Storm Drain					\$8,304.63
Water System					
25	8" C-900 Pipe	897	LF	\$37.43	\$33,574.71
26	Fire Hydrant	1	EA	\$3,882.17	\$3,882.17
27	Bends	2	EA	\$428.75	\$857.50
28	8" Valve	1	EA	\$1,327.73	\$1,327.73
29	Remove Blowoff	1	EA	\$248.32	\$248.32
30	Connect to Existing Stub	1	EA	\$938.40	\$938.40

31	Traffic Control	1	EA	\$4,248.23	\$4,248.23
32	Testing	1	EA	\$400.00	\$400.00
33	Manhole Collars	2	EA	\$500.00	\$1,000.00
	Water Subtotal				\$46,477.06
	Udall's 1/2 Water System				\$23,238.53
	Sewer System				
34	8" PVC	718	LF	\$59.80	\$42,936.40
35	4' Manhole	3	EA	\$3,163.90	\$9,491.70
36	5' Manhole	1	EA	\$3,055.97	\$3,055.97
37	Testing	1	EA	\$350.00	\$350.00
38	Manhole Collars	4	EA	\$450.00	\$1,800.00
	Sewer Subtotal				\$57,634.07
	Udall's Half				\$28,817.04
	Miscellaneous				
39	Utility Crossings and Conduit	480	LF	\$5.00	\$2,400.00
40	Engineering & Surveying	1	EA	\$3,500.00	\$3,500.00
	Miscellaneous Subtotal				\$5,900.00
	Udall's 1/2 Miscellaneous				\$2,950.00
	Total				\$201,346.46