

When Recorded Return to:  
City of West Jordan  
ATTN: City Recorder's Office  
8000 South Redwood Road  
West Jordan, UT 84088



**PIONEERING AGREEMENT**  
**7800 South Think Storage Development Area**  
**Eight-Inch (8") Waterline and Related Improvements**  
**Parcel Numbers 20-35-202-012-0000 and 20-26-457-001**

This This Pioneering Agreement (“**Pioneering Agreement**” or “**Agreement**”) is entered into, as of the date signed by the Mayor of the City, by and between **FLEX 7800, 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**

A. Developer has subdivided and is developing a parcel of real property, owned by Developer, identified as 7800 South Think Storage Development Area in West Jordan, Utah, **Parcel Number 20-35-202-012-0000** (the “**Property**”), as depicted in the legal description and on the plat, copies of which are attached hereto as **Exhibit A**; and

B. Developer is in the process of constructing an eight-inch (8”) waterline and related improvements (the “**Waterline Improvements**”), immediately to the north of the Property, as depicted and described in the drawing and other documents attached as **Exhibit B**; and the Developer has already dedicated the portions of 7800 South Street to the City for the purpose of being a public road; and

C. Developer agrees to complete the construction of and to initially incur the full expense of constructing the Waterline Improvements, subject to potentially being reimbursed for all of the relevant improvements by the current owner (**CW Copper Rim 1, LLC**) or subsequent owner(s) of the immediately adjoining parcel of real property to the north of the Property and 7800 South Street (**Parcel Number 20-26-457-001**, as indicated on **Exhibit A**, to be referred to as “**Adjoining Owner**”), because the Adjoining Owner has chosen to currently develop said real property (“**Adjoining Property**”); and

D. 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 Waterline Improvement in 7800 South Street, request to be reimbursed by the Adjoining Owner when the Adjoining Owner develops the Adjoining Property within the next ten (10) years; and

E. 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 Waterline 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 and Exhibits.** The foregoing Recitals and all Exhibit(s) hereto are hereby incorporated by reference into this Agreement and are made a part hereof.

2. **Land Dedication.** It is the understanding of the Parties that Developer has already dedicated to the City any real property necessary for the widening, if any, of 7800 South Street. If it is determined that some or all the real property within 7800 South Street has not been dedicated to the City, then Developer shall immediately dedicate said real property 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 Waterline Improvements identified in the attached **Exhibit B**.
- b. Developer shall, at its own expense, if necessary, acquire necessary real property interests for the construction and installation of the Waterline Improvements and shall dedicate the acquired property interests and Waterline Improvements to the City, in a form approved and acceptable to the City Attorney.
- c. Developer understands and agrees that Waterline 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 Waterline 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 B**. The allocation is based on the Adjoining Owner being responsible for all (100 %) of the total estimated costs for the Waterline 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 Pioneering 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 Pioneering 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 Pioneering 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 Waterline 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 Pioneering Agreement evidencing actual costs of the Waterline Improvements; and
  - iii. Such reimbursement is required by the terms of the Pioneering Agreement and the West Jordan City Code.

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

- a. Reimbursement Amount. The reimbursement amount for the Waterline Improvements shall be **\$43,981.93**, as set forth in **Exhibit B**.
- 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 Waterline Improvements.** City shall own the Waterline 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 Waterline 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 Waterline 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 Waterline 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 7800 South Street. 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 construction of the Waterline Improvements.

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 Pioneering 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 Pioneering Agreement as of the day and year first hereinabove written.

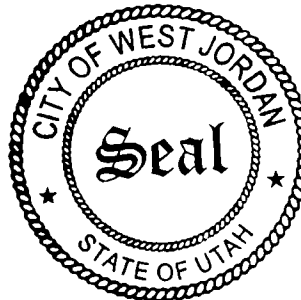
CITY:

ATTEST:

By:   
Mayor Dirk Burton

  
Deputy City Recorder

Date: 10/07/2022



FLEX 7800, L.L.C.:

By: [Signature]  
(Signature of Developer)

Paul B. Stringham  
(Printed Name of Developer)

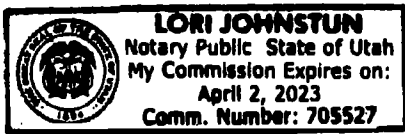
Date: 7/14/2022

**ACKNOWLEDGEMENT**

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

On this day personally appeared before me **Paul B. Stringham**, to me known to be the **Managing Member** of **FLEX 7800, 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/she was duly authorized to execute said instrument on behalf of said limited liability company.

Dated: 07/14/2022, 2022.



[Signature]  
Notary Public in and for the State of Utah

My appointment expires 04/02/2023

**Exhibit A**  
**Plat for the "Property" (also showing "Adjoining Property" to the North) –**  
**7800 South Think Storage Development Area**

**"Property" (Parcel Number 20-35-202-012-0000):**  
**Legal Description:**

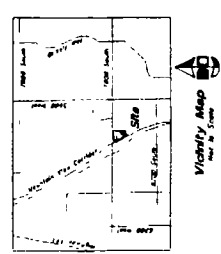
Lot 1 West Corridor Subdivision, as recorded with the  
Salt Lake County Recorders office, Plat BK 2021P PG 230

**"Adjoining Property" (Parcel Number 20-26-457-001):**  
**Legal Description:**

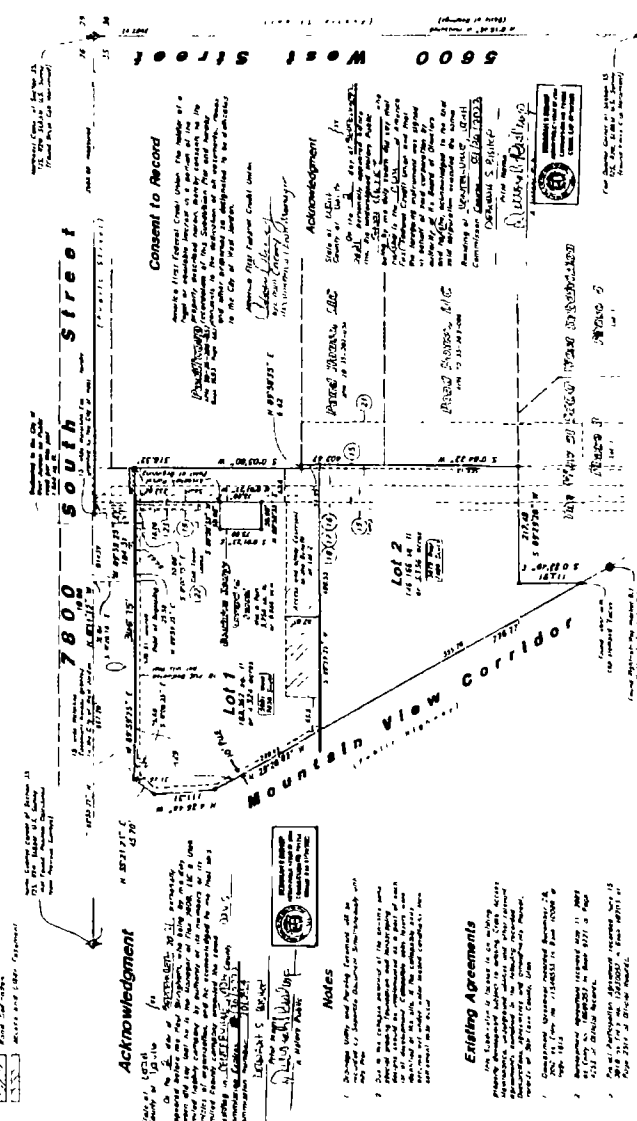
BEG N 00°35'38" W 1166.47 FT & S 89°24'22" W 84.21 FT FR S 1/4 COR SEC 26, T2S, R2W, SLM; S 0° 02'01" W 197.95 FT M OR L; S 39°17'13" W 218.39 FT; S 49°17'50" E 75.46 FT; SE'LY ALG 1108 FT RADIUS CURVE TO R, 561.17 FT (CHD S 34°51'21" E); S 20°15'48" E 224.19 FT; N 89°44'12" E 154.95 FT; S 88°20'54" E 231.29 FT; N 89°29'53" E 188.19 FT; NE'LY ALG 33 FT RADIUS CURVE TO R, 17.23 FT (CHD N 14°24'08" E); N 29°21'28" E 16.46 FT; NE'LY ALG 25 FT RADIUS CURVE TO L, 13.09 FT (CHD N 14°21'28" E); N 0°38'32" W 548.68 FT; N 0°38'28" W 55.92 FT; N 7°03'24" W 28.72 FT; NW'LY ALG 958.22 FT RADIUS CURVE TO L, 283.56 FT (CHD N 13°46'35" W); NW'LY ALG 92 FT RADIUS CURVE TO L, 11.88 FT (CHD N 30°31'55" W); NW'LY ALG 398.69 FT RADIUS CURVE TO L, 21.92 FT (CHD N 35°53'56" W); NW'LY ALG 31.50 FT RADIUS CURVE TO L, 13.36 FT (CHD N 49°39'32" W); NW'LY ALG 62.50 FT RADIUS CURVE TO L, 44.67 FT (CHD N 82°17'24" W); S 77°31'45" W 35.59 FT; N 12°28'15" W 50 FT; NE'LY ALG 87.50 FT RADIUS CURVE TO L, 34.94 FT (CHD N 66°05'43" E); N 54°39'27" E 21.01 FT; NE'LY ALG 37.50 FT RADIUS CURVE TO L, 20.26 FT (CHD N 39°10'36" E); NW'LY ALG 1915.18 FT RADIUS CURVE TO L, 72.51 FT (CHD N 36°39'22" W); NW'LY ALG 1908.69 FT RADIUS CURVE TO L, 257.76 FT (CHD N 41°36'54" W); N 45°06'20" W 240.71 FT; NW'LY ALG 965 FT RADIUS CURVE TO L, 37.76 FT M OR L (CHD N 46°01' W); S 39°25'08" W 564.42 FT TO BEG.

# West Corridor Subdivision

A part of Parcel A, Mewark Highways Subdivision along with more land,  
located in the Northeast Quarter of Section 35,  
Township 2 South, Range 2 West, Salt Lake Base & Meridian, US Survey,  
West Jordan City, Salt Lake County, Utah  
July 2021



- ### Easement Documents
- ① Recorded with the County Commission, Salt Lake County, Utah, on 10/26/2019, Book 2348, Page 237, with temporary continuation of easement for 5 years.
  - ② Recorded with the County Commission, Salt Lake County, Utah, on 10/26/2019, Book 2348, Page 238, with temporary continuation of easement for 5 years.
  - ③ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 239.
  - ④ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 240.
  - ⑤ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 241.
  - ⑥ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 242.
  - ⑦ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 243.
  - ⑧ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 244.
  - ⑨ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 245.
  - ⑩ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 246.
  - ⑪ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 247.
  - ⑫ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 248.
  - ⑬ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 249.
  - ⑭ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 250.
  - ⑮ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 251.
  - ⑯ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 252.
  - ⑰ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 253.
  - ⑱ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 254.
  - ⑲ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 255.
  - ⑳ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 256.
  - ㉑ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 257.
  - ㉒ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 258.
  - ㉓ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 259.
  - ㉔ 30.0' wide Easement to Salt Lake City Commission, recorded on 10/26/2019, Book 2348, Page 260.



### Consent to Record

Consent to Record  
I, the undersigned, being the owner of the land described in the above plat, do hereby consent to the recording of the same and to the issuance of the same as a public record.

*[Signature]*  
Date: 7/20/21

### Acknowledgment

Acknowledgment  
I, the undersigned, being the owner of the land described in the above plat, do hereby acknowledge the same and to the issuance of the same as a public record.

*[Signature]*  
Date: 7/20/21

### Notes

Notes  
1. The land described in the above plat is subject to the following conditions:  
2. The land described in the above plat is subject to the following conditions:  
3. The land described in the above plat is subject to the following conditions:

### Easement Documents

Easement Documents  
1. Easement Documents  
2. Easement Documents  
3. Easement Documents

### Surveyor's Certificate

Surveyor's Certificate  
I, the undersigned, being a duly licensed and sworn Surveyor, do hereby certify that the above plat was prepared by me or under my direct supervision and that I am a duly licensed and sworn Surveyor of the State of Utah.

*[Signature]*  
Date: 7/20/21

### Boundary Description

Boundary Description  
The land described in the above plat is bounded on the north by the line of the Mewark Highways Subdivision, on the east by the line of the Mewark Highways Subdivision, on the south by the line of the Mewark Highways Subdivision, and on the west by the line of the Mewark Highways Subdivision.

### Owener's Declaration

Owener's Declaration  
I, the undersigned, being the owner of the land described in the above plat, do hereby declare that I am the owner of the land described in the above plat and that I am the owner of the land described in the above plat.

*[Signature]*  
Date: 7/20/21

### Acknowledgment

Acknowledgment  
I, the undersigned, being the owner of the land described in the above plat, do hereby acknowledge the same and to the issuance of the same as a public record.

*[Signature]*  
Date: 7/20/21

### West Corridor Subdivision

West Corridor Subdivision  
A part of Parcel A, Mewark Highways Subdivision along with more land, located in the Northeast Quarter of Section 35, Township 2 South, Range 2 West, Salt Lake Base & Meridian, US Survey, West Jordan City, Salt Lake County, Utah

### Recorded #1371948

Recorded #1371948  
This plat was recorded in the Office of the County Clerk, Salt Lake County, Utah, on 7/20/21, Book 2348, Page 237.

### Legend

	Section Corner
	Survey Station
	Survey Line
	Property Boundary
	Right-of-Way
	Other

### Acknowledgment

Acknowledgment  
I, the undersigned, being the owner of the land described in the above plat, do hereby acknowledge the same and to the issuance of the same as a public record.

*[Signature]*  
Date: 7/20/21

### Easement Documents

Easement Documents  
1. Easement Documents  
2. Easement Documents  
3. Easement Documents

### Consent to Record

Consent to Record  
I, the undersigned, being the owner of the land described in the above plat, do hereby consent to the recording of the same and to the issuance of the same as a public record.

*[Signature]*  
Date: 7/20/21

### Acknowledgment

Acknowledgment  
I, the undersigned, being the owner of the land described in the above plat, do hereby acknowledge the same and to the issuance of the same as a public record.

*[Signature]*  
Date: 7/20/21

### West Jordan City Commission

West Jordan City Commission  
I, the undersigned, being the Mayor of the City of West Jordan, do hereby certify that the above plat was prepared by me or under my direct supervision and that I am a duly licensed and sworn Surveyor of the State of Utah.

*[Signature]*  
Date: 7/20/21

### Owner - Developer

Owner - Developer  
I, the undersigned, being the owner of the land described in the above plat, do hereby declare that I am the owner of the land described in the above plat and that I am the owner of the land described in the above plat.

*[Signature]*  
Date: 7/20/21

### CenturyLink

CenturyLink  
I, the undersigned, being the owner of the land described in the above plat, do hereby declare that I am the owner of the land described in the above plat and that I am the owner of the land described in the above plat.

*[Signature]*  
Date: 7/20/21

### Rocky Mountain Power

Rocky Mountain Power  
I, the undersigned, being the owner of the land described in the above plat, do hereby declare that I am the owner of the land described in the above plat and that I am the owner of the land described in the above plat.

*[Signature]*  
Date: 7/20/21

### West Jordan City Planning Commission

West Jordan City Planning Commission  
I, the undersigned, being the Mayor of the City of West Jordan, do hereby certify that the above plat was prepared by me or under my direct supervision and that I am a duly licensed and sworn Surveyor of the State of Utah.

*[Signature]*  
Date: 7/20/21

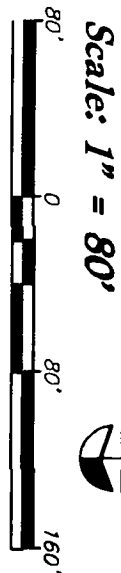
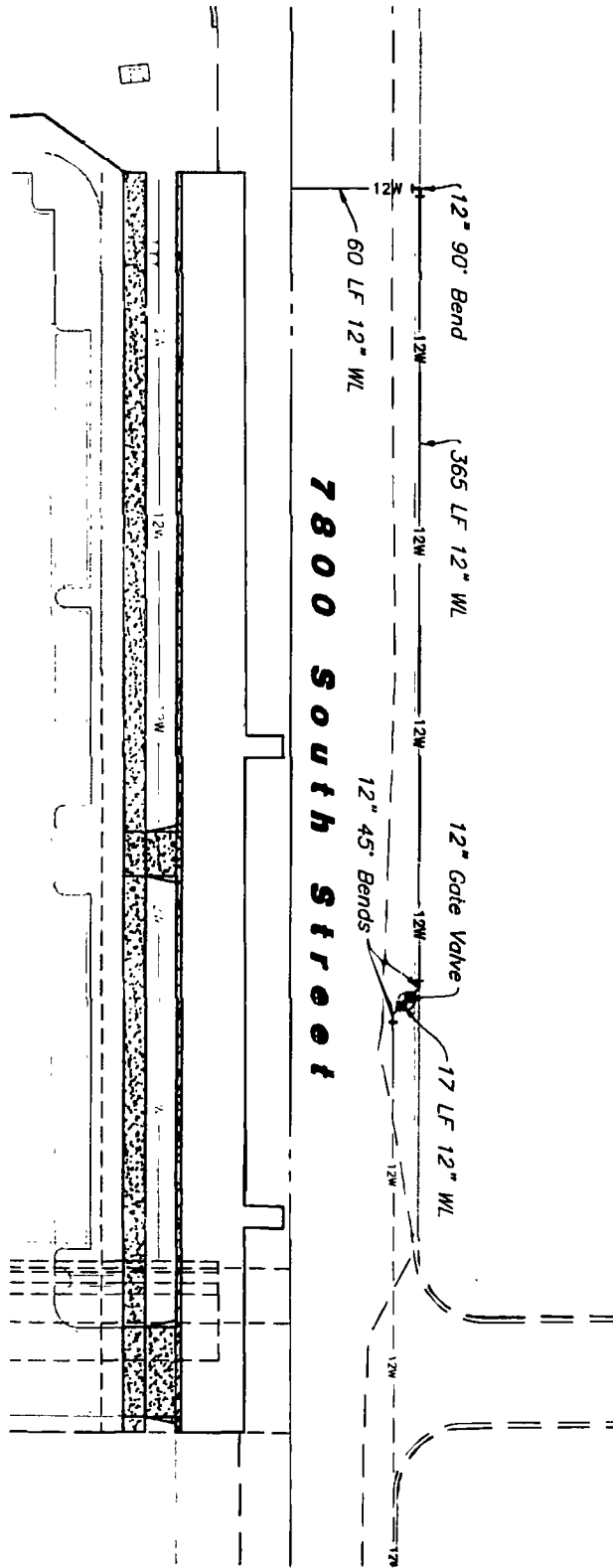
### West Jordan City Engineer

West Jordan City Engineer  
I, the undersigned, being the Engineer of the City of West Jordan, do hereby certify that the above plat was prepared by me or under my direct supervision and that I am a duly licensed and sworn Surveyor of the State of Utah.

*[Signature]*  
Date: 7/20/21



**Exhibit B**  
**Drawing and Description of the “Waterline Improvements” –**  
**7800 South Think Storage Development Area**  
**Between Parcel Numbers 20-35-202-012-0000 and 20-26-457-001**



**AWA**  
**ANDERSON WAHLEN & ASSOCIATES**  
 2010 North Redwood Road, Salt Lake City, Utah 84116  
 BOI 521-8529 - AWAspe@earthlink.net

**Exhibit to Pioneering Agreement**

**Think Storage II**  
 5701 West 7800 South  
 West Jordan, Utah

Sheet No

**EX**

Designed By: DA  
 Drafted By: DC  
 Client Name:  
 Think Storage  
 Pioneering Agreement  
**19 Nov, 2021**



**Dojo Construction LLC**  
**562 E. 13710 S.**  
**Draper, UT 84020**

**PROPOSED CHANGE ORDER**

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DATE: 02/11/2022 Proposed Change: 019.1  
 TITLE: Pioneering Exhibit  
 PROJECT: 7800 S. Think Storage  
 5600 W 7800 S  
 West Jordan, UT 84088

DESCRIPTION	AMOUNT
<b>Pioneering Exhibit</b>	
1 Work as shown on AWA Drawing "EX" or "Exhibit to Pioneering Agreement" for Think Storage II Project dated November 19, 2021. Exception is any 12" utilities are included as 8", any costs for premium to go to 12" from 8" is included in a separate change (Reimbursement agreement).	39,892.90
	Markup 1,994.65
	Fee 2,094.38
	<b>TOTAL 43,981.93</b>

**TIMELINE:**  
 The Contract Schedule will be changed 0.00 calendar days.

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Signature by 7800 S LLC is an agreement to add this Potential Change Order to the contract via an Owner Change Order.

**SIGNATURE:**

**Dojo Construction LLC**  
**562 E. 13710 S.**  
**Draper, UT 84020**

**7800 S LLC**  
**PO Box 17038**  
**Salt Lake City, UT 84117**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

7800 S Pioneering and Reimbursement Pricing - Pricing from SLC Excavating

7800 S EX Pioneering Agreement			Nov
Unit Price			Below
North Water Line Traffic Control			2,250.00
60 LF of Boring at 8"			11,607.50
51.7	365 lf	8" waterline	18,870.50
51.7	17 lf	8" waterline	878.90
1317	1 ea	8" 90 bend	1,317.00
2335	1 ea	8" gate valve	2,335.00
1317	2 ea	8" 45 bend	2,634.00
<hr/>			39,892.90