

When Recorded Please Return To:

SOUTH JORDAN CITY
11175 South Redwood Road
South Jordan, Utah 84095

7653259
06/05/2000 03:36 PM NO FEE
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
11175 S REDWOOD RD
SOUTH JORDAN UT 84095-8265
BY: RDJ, DEPUTY - WI 14 P.

SITE PLAN DEVELOPMENT AGREEMENT

7653259

THIS DEVELOPMENT AGREEMENT is made and entered into as of the 19 day of April, 2000, by and between South Jordan City, a Utah municipal corporation, hereinafter referred to as the "City", and Maxim Homes, Inc., hereinafter referred to as the "Developer".

RECITALS:

- A. The Developer has heretofore made application to the City for approval of Developer's project as a 260 unit townhome condominium project.
- B. Developer's project shall be know as "Oquirrh Park Phase 4", (the "Project"), more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.
- C. The purpose of this Agreement is to reduce to writing the respective agreements and understandings of the parties regarding the development of the Project in conformance with the ordinances, rules and regulations of the City governing development of the commercial property within the City.
- D. The City has received a proposal from the Developer to voluntarily dedicate certain property and make improvements to allow for the extension and construction of certain public improvements and facilities within and adjacent to the Project. The parties desire to incorporate the terms of Developer's proposal as part of this Development Agreement.
- E. This agreement acknowledges the original development agreement governing the project between the City and Wasatch Pacific, Inc. dated June 15, 1999. The project shall comply with all conditions of the original agreement and City Ordinances in effect at the time of the original agreement. The project shall also comply with the residential density and R-M Zone adopted by the City.

AGREEMENT

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

1. Project Description:

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- a. Compliance with General Plan. The Project will be developed by the Developer in accordance with the City's General Plan. Among other things, the General Plan provides for residential condominiums on the subject property.
 - b. Zoning. The Project property is presently zoned as Community Commercial (R-M) according to the Zoning Map of the City and shall be developed in accordance with the conditions and requirements of that zone.
2. Development Requirements. The following requirements shall apply to the Project:
- a. Development Requirements. Developer intends to develop the Project in three phases. The Site Plan has been approved by the City, subject to conditions in accordance with existing City ordinances, rules regulations.
 - b. Compliance with City Ordinances and Development Requirements. The Project shall be developed in accordance with the ordinances and development requirements of the City governing Community Commercial property. All required drawings and other supporting documents for the Project, shall be prepared and submitted to the City for its review and approval.
 - c. Required Changes. If any revisions or corrections of plans already approved by the City shall be required by any other governmental entity having jurisdiction or lending institution involved in financing, the Developer and the City shall cooperate where appropriate to obtain or develop reasonable, mutually acceptable alternative plans. Developer shall have the sole duty and responsibility to obtain approvals from any other governmental entities having jurisdiction with respect to the Project as needed.
 - d. Dedication or Donation. The City shall require the Developer to install curbs, gutters, sidewalks, and tie in asphalt road surface in accordance with specifications as determined by the City. Developer is making the dedication and donation of land and improvements as provided herein voluntarily as a contribution to the City and hereby waives and releases any claims for compensation therefor from the City. Prior to receiving final site approval, Developer agrees to dedicate, transfer and donate to the City all required easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined by the City.
 - e. Secondary Water and Irrigation Water Rights of Way Developer shall provide and/or preserve appropriate rights of way for secondary water lines and irrigation water pipes or facilities through the Project to insure

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delivery of secondary water and irrigation water to properties located adjacent to the Project as well as within the Project.

f. Special Provisions.

1. Developer is responsible to ensure that the 22' landscape area along 4000 W. and South Jordan Parkway is installed to City standards. Landscaping and sidewalk are included.
 2. The vinyl coated chain link fence proposed for the east side of the property adjacent to the canal is to be completely installed prior to any building permits being issued.
 3. Decorative 6ft. tall white vinyl fencing is required around the perimeter of the project except along the east side adjacent to the Welby-Jacob canal.
 4. The construction of all units will be in accordance with the approved elevation drawings and site plan.
3. Construction Standards and Requirements. All construction shall be conducted and completed in accordance with the ordinances and development standards of the City and the terms of this Agreement. All required public improvements for the Project shall be constructed in accordance with the City's construction standards and shall be dedicated to the City. Prior to commencing any construction or development of any building, structures or other work or improvements at the Project site, the Developer shall secure any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.
4. Payment of Fees. The Developer shall pay all required fees to the City in a timely manner pertaining to the Project.
5. City Obligations. Subject to Developer complying with all of the City's ordinances, rules, regulations and the provisions of this Agreement the City agrees to:
- a. Provide a culinary water supply for the Project.
 - b. Maintain public improvements dedicated to the City following satisfactory completion thereof by Developer and acceptance of the same by the City.
 - c. Provide standard municipal services to the Project.

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6. Right of Access. Representatives of the City shall have the reasonable right of access to the Project site during the period of construction to inspect or observe the Project and any work thereon.
7. Assignment. The Developer shall not assign this Agreement or any rights or interests herein without the prior written consent of the City.
8. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

Maxim Homes
Brian Brady
12401 S. 450 East
Building F, Suite 1
Draper UT 84020

To the City:

South Jordan City
Attn: City Administrator
11175 South Redwood Road
South Jordan, Utah 84095

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

9. Default. In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within thirty (30) days after giving written notice of default the non defaulting party may, at its election, have the following remedies;
 - a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.
 - b. The right to withhold all further approvals, licenses, permits or other rights associated with any project or development described in this Agreement until such default has been cured.
 - c. The rights and remedies set forth herein shall be cumulative.
10. Attorney's Fees. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled in addition to the remedies and

damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorney's fee.

11. Integration. This Agreement, together with the Exhibits hereto, integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties, whether oral or written with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective parties hereto.
12. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
13. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (if any assignments are allowed as provided herein).
14. No Third Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The City alone shall be entitled to enforce or waive any provisions of this Agreement.
15. Further Documentation. This Agreement is entered into by both parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future agreements
16. Termination. Notwithstanding anything in this Development Agreement to the contrary, it is agreed by the parties hereto that in the event the Project, including all phases thereof, is not completed within three (3) years from date of this Agreement, or in the event the Developer does not comply with the General Plan, development Ordinances of the City and the provisions of this Development Agreement, the City shall have the right, but not the obligation at the sole discretion of the City to terminate this Agreement and/or to not approve any additional phases for the Project.

Any termination may be effected by the City by giving written notice of intent to terminate to the Developer at the address of the Developer set forth herein. Whereupon the Developer shall have sixty (60) days during which the Developer shall be given an opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. In the event Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

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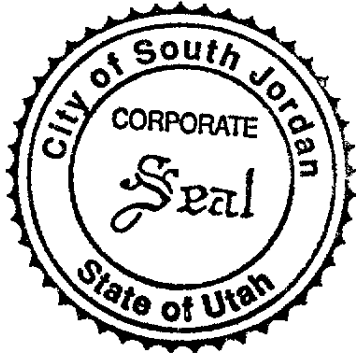
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first hereinabove written.

"CITY"
SOUTH JORDAN CITY

By: *[Signature]*
Mayor

ATTEST:

[Signature]
City Recorder



"DEVELOPER"

By: *[Signature]*
Its: *[Signature]*

ATTEST:

[Signature]

EXHIBIT "A"

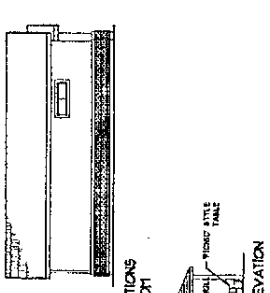
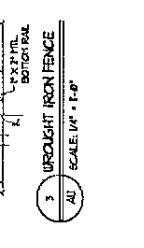
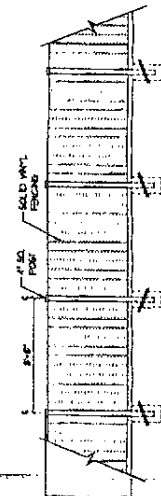
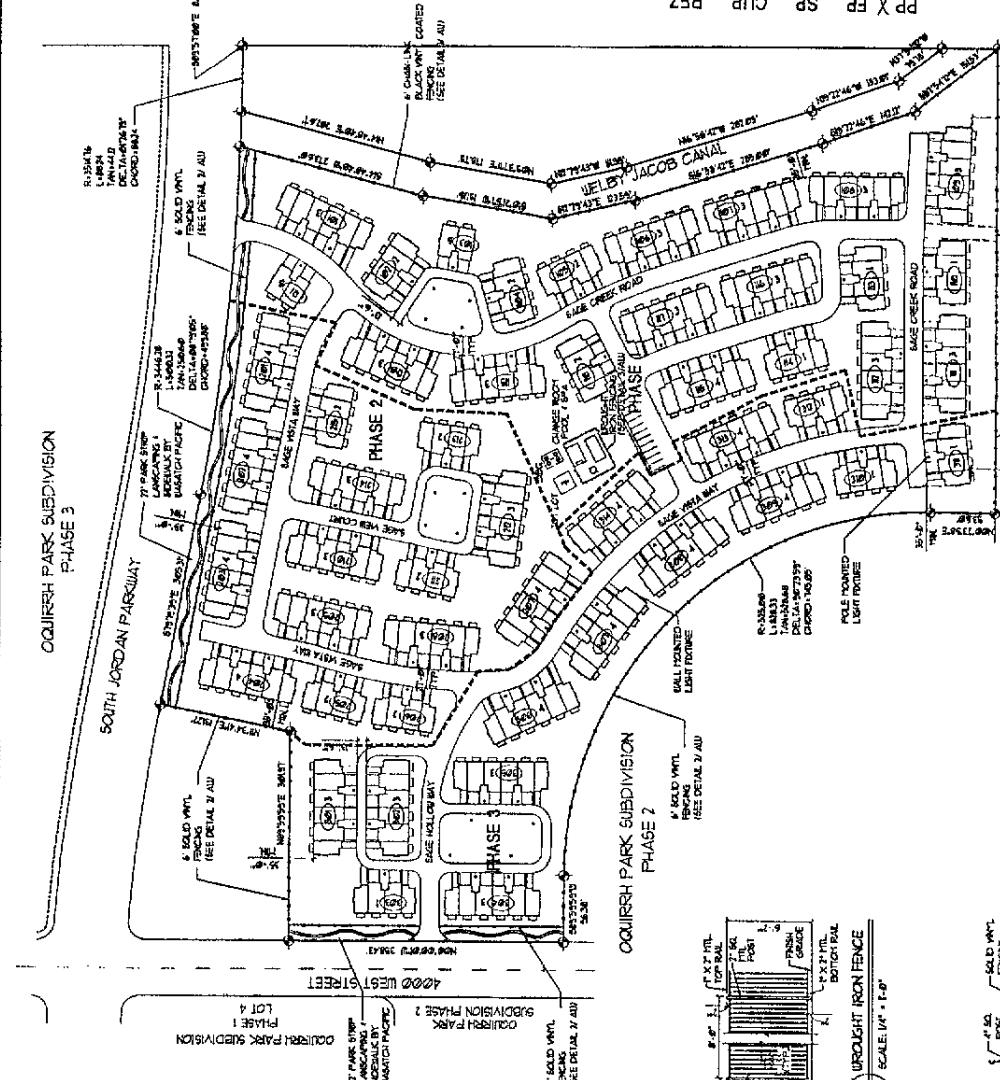
SHEET NO.
 NORTH
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 1" = 40'

RECEIVED
 JAN 14 2000
 NORTH
 GRAPHIC SCALE
 1" = 40'

APPROVED BY THE P/C ON
 APPROVED BY THE P/C ON
 SXT-AI-BC
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 1/11/00
 1/11/00

OXQUIRRH PARK TOWNHOMES
 CITY OF SOUTH JORDAN, UTAH
 SXTON INCORPORATED
 LAS VEGAS, NEVADA

SXTON
 2100 WEST SUMMIT AVENUE, 2ND FLOOR
 LAS VEGAS, NEVADA 89102
 702.734.1100



EXTERIOR ELEVATIONS OF CHANGE ROOM	
PORT	NO. OF ELEVATIONS
A	1
B	1
C	1
D	1
E	1
F	1
G	1
H	1
I	1
J	1
K	1
L	1
M	1
N	1
O	1
P	1
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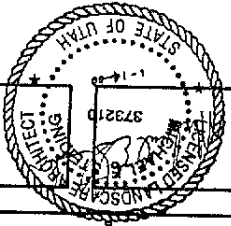
UNIT	TYPE	LIVING AREA			QUANTITY		
		1ST FLOOR	2ND FLOOR	TOTAL AREA	PHASE 1	PHASE 2	PHASE 3
UNIT A	2 BDRM / 1 1/2 BATH / 1 CAR	1,180 SF	701 SF	1,881 SF	14	14	28
UNIT B	3 BDRM / 2 BATH / 1 CAR	1,680 SF	780 SF	2,460 SF	24	14	38
UNIT C	2 BDRM / 2 BATH / 1 CAR	1,400 SF	700 SF	2,100 SF	28	34	62
UNIT D	3 BDRM / 2 BATH / 1 CAR	1,670 SF	1,000 SF	2,670 SF	38	24	62
TOTAL					104	66	170
TOTAL NUMBER OF UNITS: 260							

PHASE 1				PHASE 2				PHASE 3				
BUILDING	TYPE	ELEVATION	BUILDING TYPE	ELEVATION	BUILDING TYPE	ELEVATION	BUILDING TYPE	ELEVATION	BUILDING TYPE	ELEVATION	BUILDING TYPE	ELEVATION
B1	6-FLEX	3	6-FLEX	4	36	6-FLEX	3					
B2	6-FLEX	2	6-FLEX	4	36	6-FLEX	1					
B3	6-FLEX	5	6-FLEX	4	36	6-FLEX	1					
B4	6-FLEX	2	6-FLEX	4	36	6-FLEX	3					
B5	6-FLEX	3	6-FLEX	2	36	6-FLEX	3					
B6	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B7	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B8	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B9	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B10	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B11	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B12	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B13	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B14	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B15	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B16	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B17	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
B18	6-FLEX	3	6-FLEX	3	36	6-FLEX	4					
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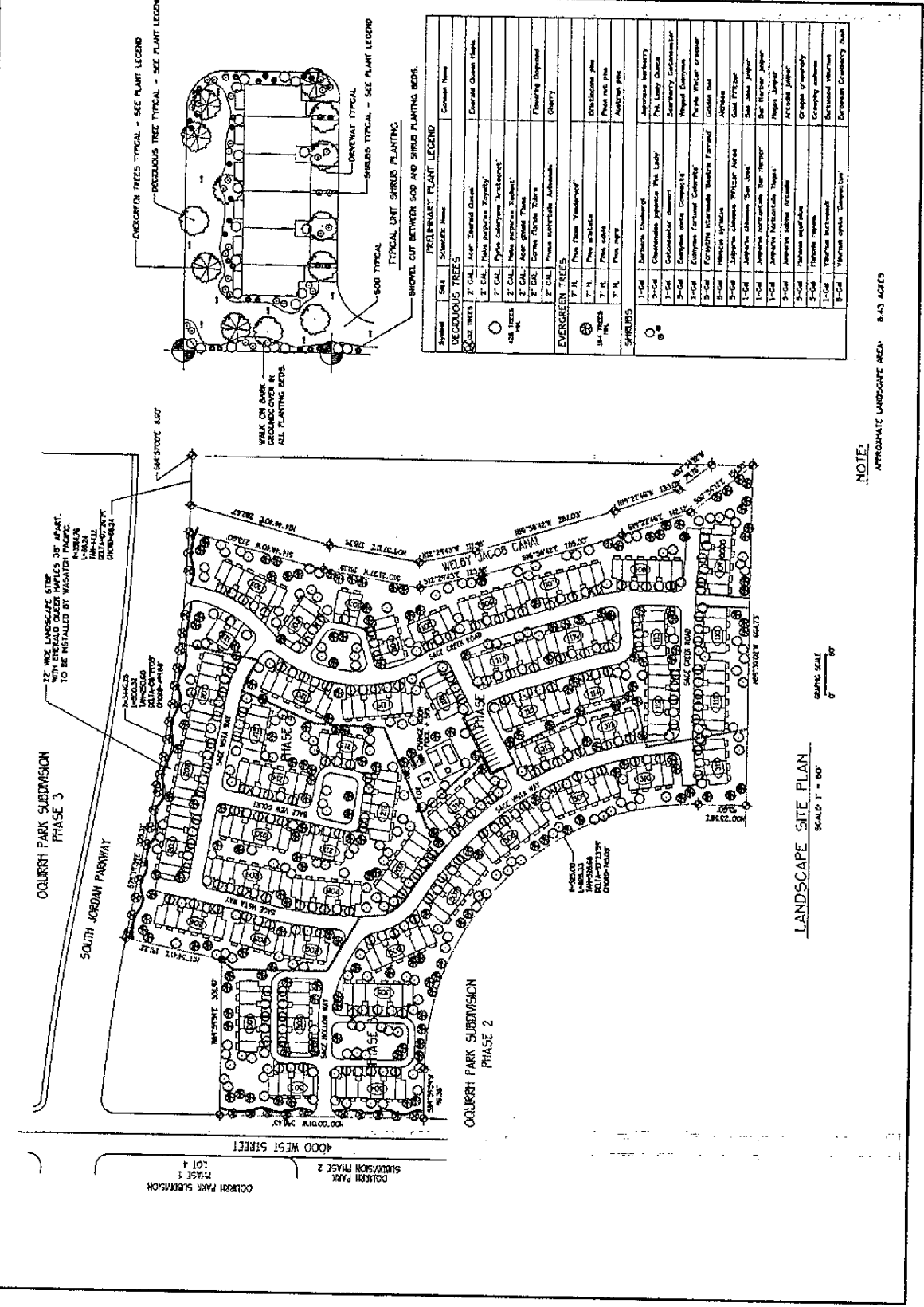
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JAN 17 2000

PRELIMINARY LANDSCAPE PLAN
CITY OF SOUTH JORDAN, UTAH
OWNER: SOUTH JORDAN TOWNHOMES
LAB: VEGAS, NEVADA
LANDSCAPE ARCHITECT
MICHAEL STEIDING, INC.
3530 W. HIGHLAND AVE., LAS VEGAS, NEVADA 89116
AZ R/LA NO. 33917
UT R/LA NO. 1076, CA R/LA NO. 173210
(702) 739-8911



DATE	1/17/00
BY	MS
CHECKED BY	MS
SCALE	AS SHOWN
SHEET	1
TOTAL SHEETS	1

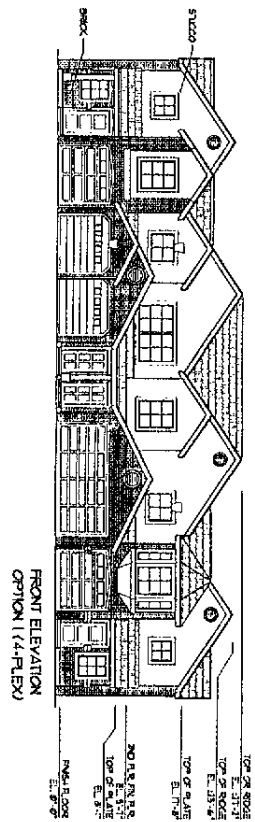
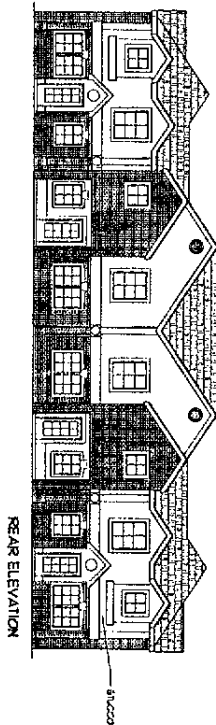
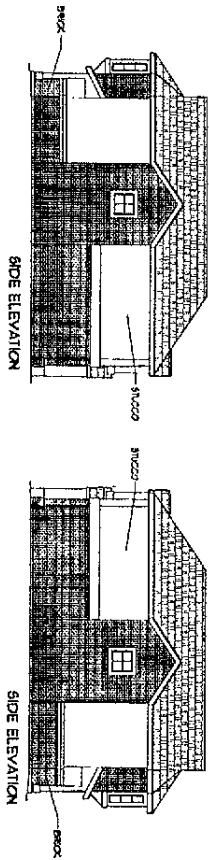


Symbol	Quantity	Plant Name	Common Name
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100" DBL	10	Quercus agrifolia	White Oak

LANDSCAPE SITE PLAN
SCALE 1" = 80'

NOTE:
APPROPRIATE LANDSCAPE AREA - 8-13 AGES

BK8366PG1556

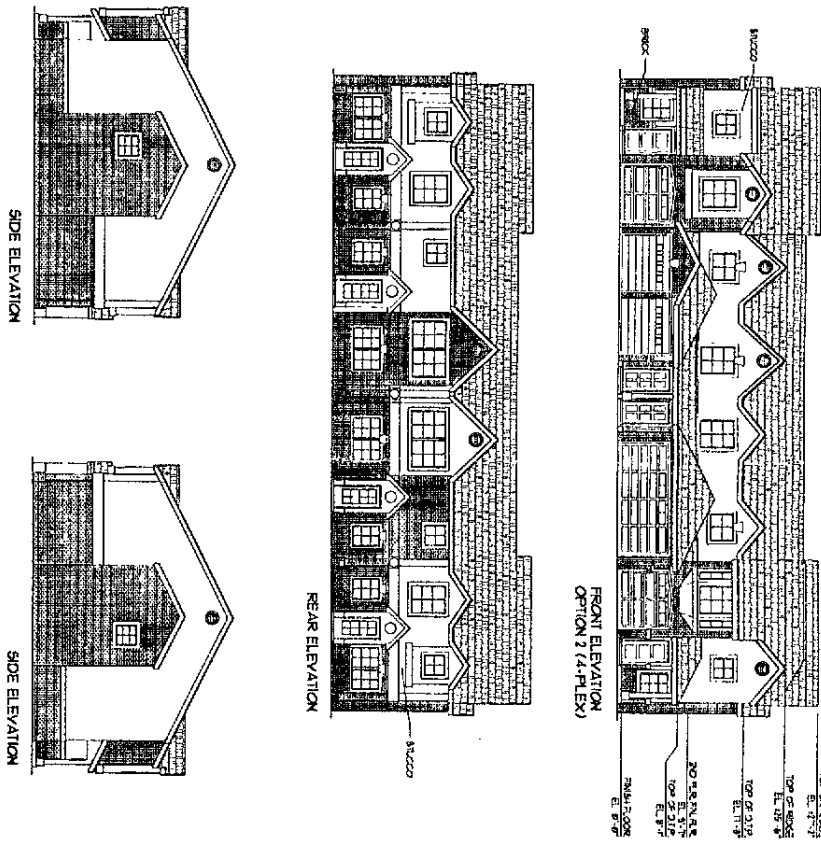


RECEIVED

JAN 14 2000

PP FP SP CUP REZ
 APPROVED BY THE P/C ON
 01-26-00
 APPROVED BY THE C/C ON

SHEET NO. A3.1	SHEET TITLE EXTERIOR ELEVATIONS - BUILDING 1 (4-PLEX)	PROJECT OQUIRRH PARK - TOWNHOMES <small>CITY OF SOUTH JORDAN, UTAH</small> OWNER SAXTON INCORPORATED <small>LAS VEGAS, NEVADA</small>	SAXTON INCORPORATED <small>1585 SOUTH HUR EAST, BUILDING F, SUITE 1 CHANDLER, UTAH 84586 (360) 499-2540</small>
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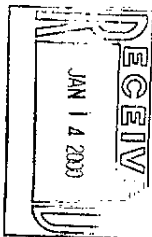
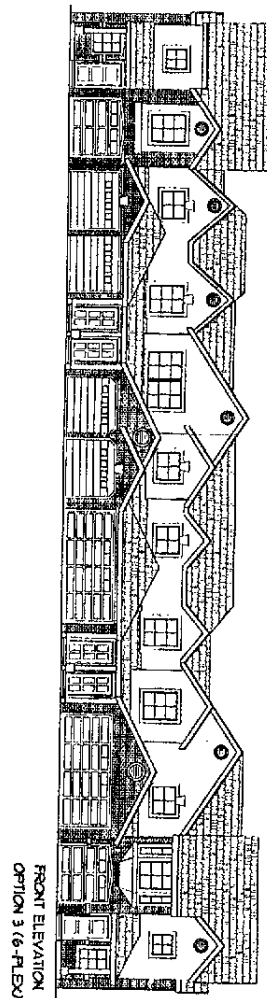
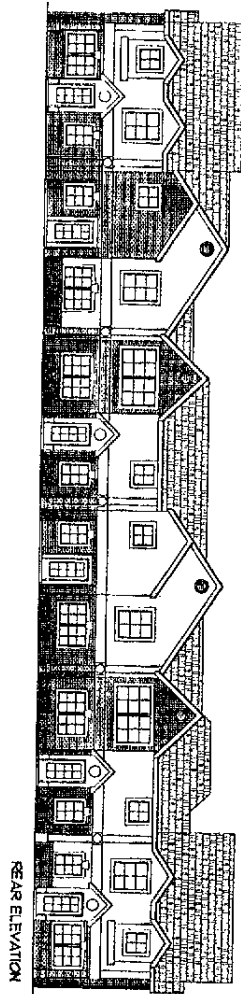
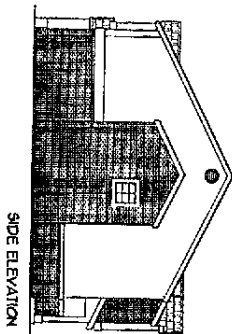
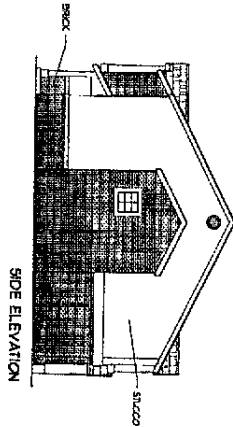


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 JAN 14 2000


PP X FP SP CUP REZ
 APPROVED BY THE P/C ON
 01-26-00
 APPROVED BY THE C/C ON

A3.2 SHEET NO. NO. OF SHEETS DATE DRAWN BY CHECKED BY APPROVED BY	WEST TITLE EXTERIOR ELEVATIONS - BUILDING 2 (4-PLEX)	PROJECT OQUIRRH PARK - TOWNHOMES CITY OF SOUTH JORDAN, UTAH	SAXTON INCORPORATED 1240 SOUTH 4000 EAST, BUILDING P, SUITE 1 SALT LAKE CITY, UTAH 84119 (801) 488-1200
	SHEET NO. NO. OF SHEETS DATE DRAWN BY CHECKED BY APPROVED BY	OWNER SAXTON INCORPORATED LAS VEGAS, NEVADA	

BK8366Pg1558

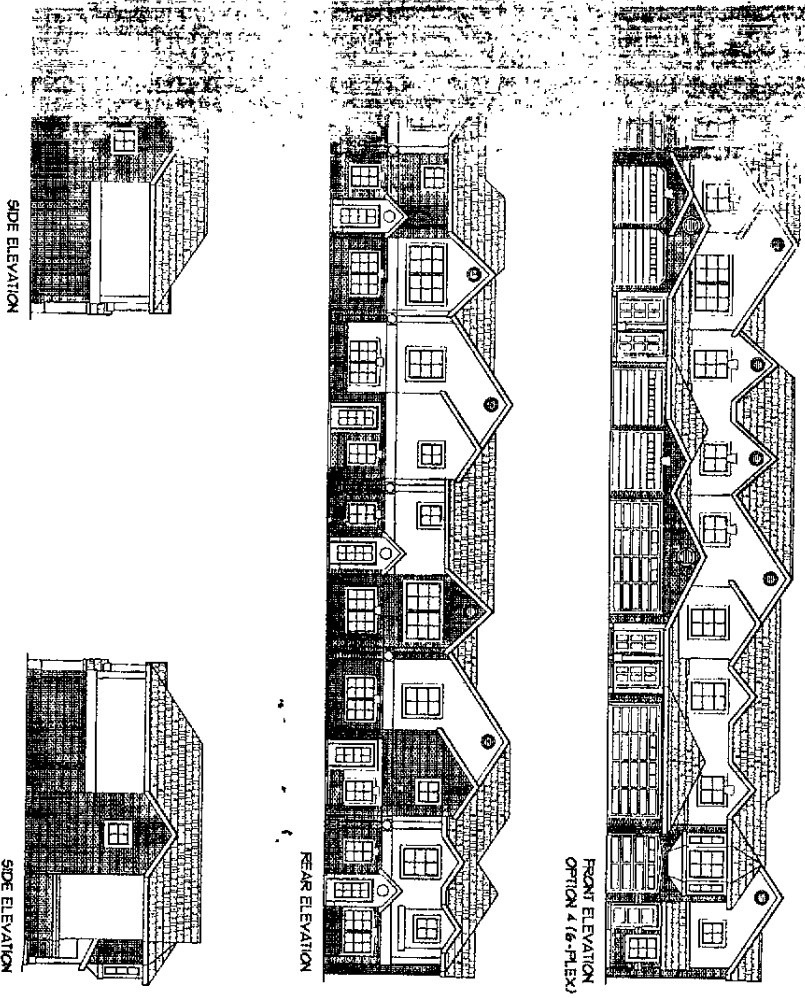


PP X FP SP CUP REZ
 APPROVED BY THE P/C ON
 01-26-00
 APPROVED BY THE C/C ON

SHEET TITLE EXTERIOR ELEVATIONS - BUILDING 3 (6-PLEX)	PROJECT OQUIRRH PARK - TOWNHOMES CITY OF SOUTH JORDAN, UTAH	 SAXTON INCORPORATED <small>614 SOUTH 400 EAST, SUITE 200 OGDEN, UTAH 84202 (801) 466-1900</small>
DRAWN BY J.WOOD	CHECKED BY J.WOOD	SCALE AS SHOWN
DATE JAN 14 2000	PROJECT NO. 9972A3-03B	SHEET NO. A3.3

3K8366PG1559

-POOR COPY-
CO. RECORDER

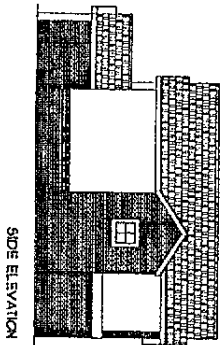


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JAN 14 2000

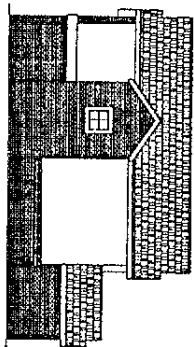
PP X FP SP CUP REZ
APPROVED BY THE P/C ON
01-26-00
APPROVED BY THE C/C ON

SHEET TITLE: EXTERIOR ELEVATIONS - BUILDING 4 (8-PLEX)	PROJECT: OQUIRRH PARK - TOWNHOMES <small>CITY OF SOUTH JORDAN, UTAH</small>	SAXTON INCORPORATED <small>8401 SOUTH 1100 EAST, BUILDING 7, SUITE 1 CHANDLER, UTAH 84506 (435) 226-1246</small>
	DRAWN BY: SAXTON INCORPORATED <small>LAS VEGAS, NEVADA</small>	

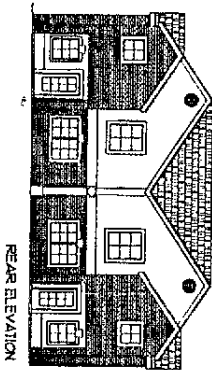
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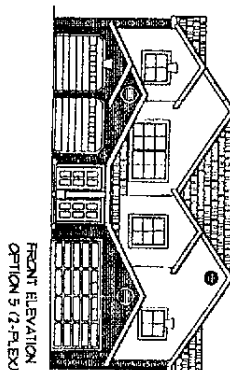
SIDE ELEVATION



SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION
OPTION 5 (2-PLEX)

RECEIVED
JAN 14 2003

PP K FP SP CUP RET
APPROVED BY THE P/C ON
01-26-00
APPROVED BY THE C/C ON

A3.5	DATE	1/14/03
	DRAWN BY	...
	CHECKED BY	...
	SCALE	...
EXTERIOR ELEVATIONS - BUILDING 5 (2-PLEX)		QUIRRH PARK - TOWNHOMES CITY OF SOUTHERN SPRIAN, UTAH
		SAXTON INCORPORATED LAS VEGAS, NEVADA
		SAXTON INCORPORATED 3840 SOUTH MOUNTAIN BLVD, SUITE 100 SPRING VALLEY, NEVADA 89149 (702) 499-1100

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