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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD

AGREEMENT

THIS AGREEMENT is made and entered into as of the 21st day of July 2006, by and between DRAPER CITY, a Utah municipal corporation, hereinafter referred to as the "City," and Draper Land Development Company, LC, a Utah limited liability company, hereinafter referred to as the "Developer."

Draper UT 84020
JULY
GARY W. OTT
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
CITY OF DRAPER
DEPUTY - UT 7 B.
SAM
TP

RECITALS:

WHEREAS, Developer is developing a subdivision within Draper City located at approximately 13300 South Highland Drive, known as Steeplechase ("Development"); and

WHEREAS, Developer desires to install entrance monuments and significant landscaping at the entrance to and at various locations within the Development (the "Landscape Improvements") and within property comprising public right-of-way; and

WHEREAS, the City is willing to allow installation of the Landscape Improvements within the public right-of-way, subject to Developer's agreement to maintain the Landscape Improvements; and

WHEREAS, the parties desire to reduce their agreements and understandings to writing;

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. Landscape Improvements. The City hereby agrees to allow Developer to install the Landscape Improvements at the entrance of the Development and within the Development at various locations in accordance with the landscape plan attached hereto as Exhibit "A" and incorporated herein by reference. Developer agrees to install the Landscape Improvements strictly in accordance with said landscape plan and to do so completely and wholly at its own cost and expense. The City hereby further grants a license to Developer to access City property for the purpose of installing and perpetually maintaining the Landscape Improvements.

2. Maintenance of Landscape Improvements. Developer hereby agrees to provide or to have provided lawn and grounds care maintenance services for the Landscape Improvements including regular mowing, trimming and weeding to maintain the Landscape Improvements in an attractive and good condition. Noxious weeds, litter, insects and debris shall be removed and controlled by the Developer, including removal and/or clearing of debris build-up in the curb and gutter area adjacent to the Landscape Improvements. Developer further agrees to provide or to have provided periodic fertilizing, weed control and insect control for the Landscape Improvements (at least three times a year in the spring, summer and fall) and to annually prune and trim bushes and trees within the Landscape Improvements. In the event any Landscape Improvements fail to survive, Developer agrees to replant and establish new plant materials in accordance with the terms of this Agreement and the landscape plan attached as Exhibit "A."

3. **Compliance.** In the event Developer fails to comply with its obligations under this Agreement, the City shall give Developer notice of such noncompliance and provide the Developer a period of thirty (30) days to remedy any default. In the event Developer fails to remedy such default, the City may require the Developer to either repair the Landscape Improvements or to remove the Landscape Improvements and to install City-approved landscaping. In the event of any deficiency, the Developer shall be liable to the City for any costs and expenses incurred by the City.

4. **Hazard or Nuisance.** If the City determines that any of the Landscape Improvements constitute a hazard or nuisance to public safety, the City shall give Developer notice of such determination. Developer shall have three (3) days from the date of receipt of such notice to remedy the condition. If Developer fails to act within the required time frame, the City may remedy the condition at Developer's expense, including removal of the Landscape Improvements. In the event of an emergency, the City shall have the authority to remedy any hazard or nuisance immediately. Developer shall pay the cost of removal of any hazard or nuisance condition. In the event of removal of an emergency condition by the City, Developer shall reimburse the City for all costs and expenses incurred by the City in dealing with the emergency within ten (10) days of the City's submittal of its costs and expenses to Developer. If Developer has not reimbursed the City within ten (10) days, the City may utilize funds from the bond established under Paragraph 2, above.

5. **Notice.** 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 City: Draper City
 Attn: City Manager
 1020 East Pioneer Road
 Draper, UT 84020

To the Developer: Draper Land Development Company, LC
 PO Box 1094
 Draper UT 84020

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

6. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior negotiations, promises, inducements, representations or agreements pertaining to the subject matter hereof which are not set forth herein.

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

9. **Termination.** Unless earlier terminated by mutual agreement of the parties, this Agreement shall terminate on December 31, 2050.

10. **Binding Effect.** The covenants set forth herein shall be binding upon the officers, employees, agents, representatives, assigns and successors in interest of the parties hereto. It is expressly agreed by the parties that the Developer may contract with third parties to perform its duties and responsibilities hereunder.

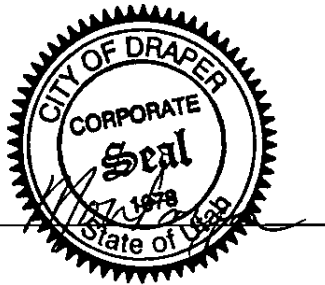
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

“CITY”

DRAPER CITY

ATTEST:

Kathy
City Recorder



By: *Daveell F. Smith*
Mayor

“DEVELOPER”

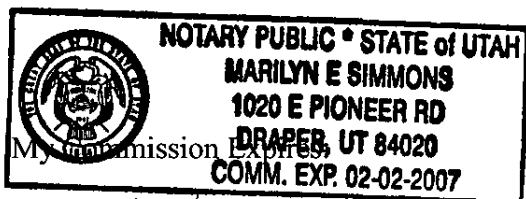
LaVar Christensen

By: LaVar Christensen
Its: President / Managing Member

CITY ACKNOWLEDGMENT

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

On the 21st day of July, 2006, personally appeared before me Darrell H. Smith, who being duly sworn did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Darrell H. Smith acknowledged to me that the City executed the same.



02/02/07

Marilyn E. Simmons
Notary Public
Residing at:

Salt Lake County

DEVELOPER ACKNOWLEDGMENT

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

On the 21st day of July, 2006, personally appeared before me La. Dar Christensen who being by me duly sworn did say that (s)he is the manager of Draper Land Development, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

My Commission Expires:

Feb. 2, 2007

Marilyn E. Simmons
Notary Public
Residing at:

Salt Lake County

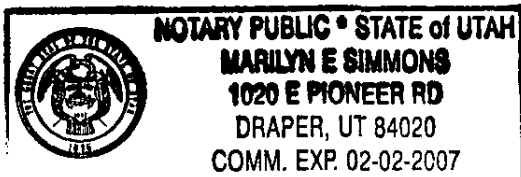
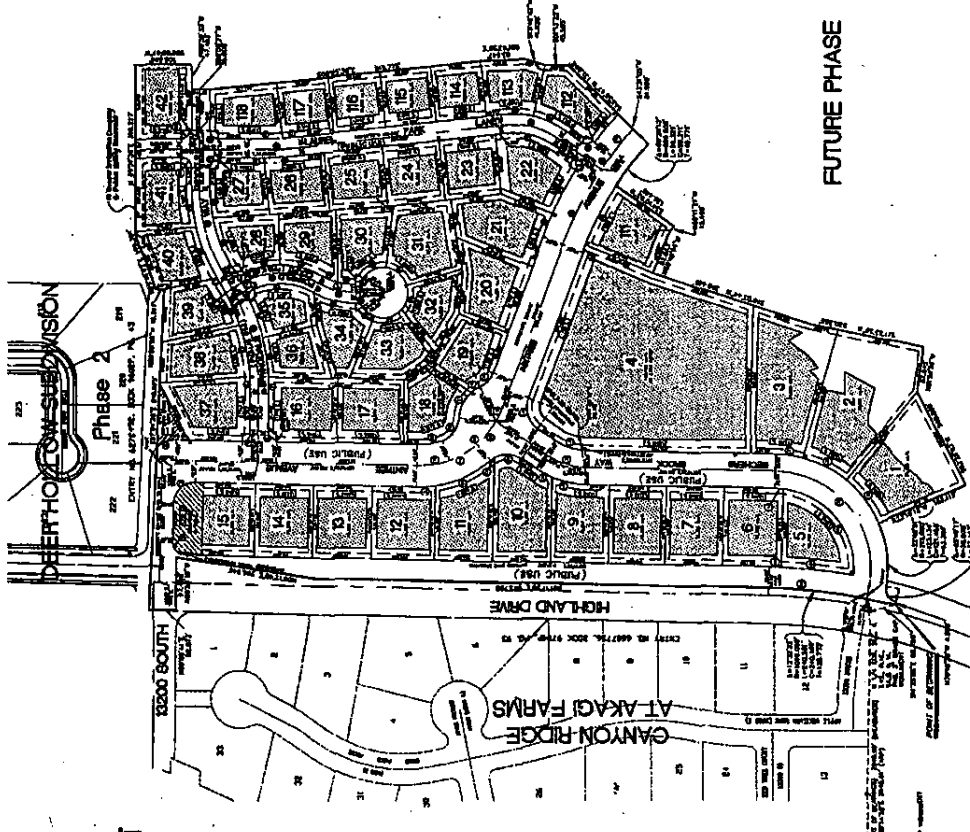


EXHIBIT 'A'

STEEPLECHASE, PHASE 1

CURVE DATA

Station	Curve Length (ft)	Radius (ft)	Chord Length (ft)	Chord Angle (Deg)
1+00.00	150.00	1000.00	150.00	90.00
1+150.00	150.00	1000.00	150.00	90.00
1+300.00	150.00	1000.00	150.00	90.00
1+450.00	150.00	1000.00	150.00	90.00
1+600.00	150.00	1000.00	150.00	90.00
1+750.00	150.00	1000.00	150.00	90.00
1+900.00	150.00	1000.00	150.00	90.00
2+050.00	150.00	1000.00	150.00	90.00
2+200.00	150.00	1000.00	150.00	90.00
2+350.00	150.00	1000.00	150.00	90.00
2+500.00	150.00	1000.00	150.00	90.00
2+650.00	150.00	1000.00	150.00	90.00
2+800.00	150.00	1000.00	150.00	90.00
2+950.00	150.00	1000.00	150.00	90.00
3+100.00	150.00	1000.00	150.00	90.00
3+250.00	150.00	1000.00	150.00	90.00
3+400.00	150.00	1000.00	150.00	90.00
3+550.00	150.00	1000.00	150.00	90.00
3+700.00	150.00	1000.00	150.00	90.00
3+850.00	150.00	1000.00	150.00	90.00
4+000.00	150.00	1000.00	150.00	90.00
4+150.00	150.00	1000.00	150.00	90.00
4+300.00	150.00	1000.00	150.00	90.00
4+450.00	150.00	1000.00	150.00	90.00
4+600.00	150.00	1000.00	150.00	90.00
4+750.00	150.00	1000.00	150.00	90.00
4+900.00	150.00	1000.00	150.00	90.00
5+050.00	150.00	1000.00	150.00	90.00
5+200.00	150.00	1000.00	150.00	90.00
5+350.00	150.00	1000.00	150.00	90.00
5+500.00	150.00	1000.00	150.00	90.00
5+650.00	150.00	1000.00	150.00	90.00
5+800.00	150.00	1000.00	150.00	90.00
5+950.00	150.00	1000.00	150.00	90.00
6+100.00	150.00	1000.00	150.00	90.00
6+250.00	150.00	1000.00	150.00	90.00
6+400.00	150.00	1000.00	150.00	90.00
6+550.00	150.00	1000.00	150.00	90.00
6+700.00	150.00	1000.00	150.00	90.00
6+850.00	150.00	1000.00	150.00	90.00
7+000.00	150.00	1000.00	150.00	90.00



SURVEYOR'S CERTIFICATE

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah, and that said plan is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah, and that said plan is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah.

OWNER'S DECLARATION

I, the undersigned, being duly qualified and sworn, do hereby declare that the foregoing is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah, and that said plan is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah.

STEPPLECHASE, PHASE 1

CORPORATE ACKNOWLEDGMENT

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah, and that said plan is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah.

STEPPLECHASE, PHASE 1

MAP NO. 115-000-000-101-000

2008-P-78

DIERTHON CONSTRUCTION

OWNER'S DECLARATION

CITY ENGINEER'S CERTIFICATE

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah, and that said plan is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah.

PLANNING COMMISSION

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah, and that said plan is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah.

CITY ENGINEER'S CERTIFICATE

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah, and that said plan is a true and correct copy of the original plan filed for record in the County of Salt Lake, State of Utah.

Project Number	115-000-000-101-000
Designed By	John D. Smith
Checked By	John D. Smith
Date	10/15/10
By	John D. Smith
Date	10/15/10
Board of Health	John D. Smith
City Engineer	John D. Smith
Utah Power & Light	John D. Smith
Mountain Fuel	John D. Smith
U.S. West	John D. Smith
South Valley Senior District	John D. Smith

EXHIBIT A

STEEPLE CHASE PHASE 3

LOCATED IN THE NORTH 1/4 CORNER OF SECTION 4,
TOWNSHIP 4, SOUTH, RANGE 1, EAST,
SALT LAKE BASE AND MERIDIAN.

LEGEND

- PLC & DE SETBACKS/AREA
- PROPERTY BOUNDARY
- CONTIGUOUS
- FIRE HYDRANT
- SUBDIVISION MONUMENT
- SETBACK
- ADJACENT

OWNER'S DECLARATION

I, the undersigned, being the owner of the above described tract of land, hereby certify that the same is being subdivided into lots and streets to be hereinafter known as the STEEPLE CHASE PHASE 3.

I hereby dedicate for perpetual use of the public all portions of land shown on this plat for the purpose of public use in accordance with the provisions of the Utah Subdivision Map Act, Chapter 2, Utah Code, Sections 2-2-1 through 2-2-10, and the provisions of the Utah Subdivision Map Act, Chapter 2, Utah Code, Sections 2-2-1 through 2-2-10, and the provisions of the Utah Subdivision Map Act, Chapter 2, Utah Code, Sections 2-2-1 through 2-2-10.

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE

I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.

RECORDED IN SALT LAKE COUNTY

STEEPLE CHASE PHASE 3

LOCATED IN THE NORTH 1/4 CORNER OF SECTION 4,
TOWNSHIP 4, SOUTH, RANGE 1, EAST,
SALT LAKE BASE AND MERIDIAN.

SHALLOW SEWER DEPTHS

DEPTH AND SET (FOUNDATION ELEVATION TO FINISH FLOOR) SHALL BE AS SHOWN ON THIS PLAN AND DESCRIBED IN THE NOTES AND THE BOUNDARY AND SETBACKS SHALL BE AS SHOWN ON THIS PLAN.

AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAN.

C. SAUNDERS
C. SAUNDERS

DATE _____

GRAPHIC SCALE

1" = 100' (AS NOTED)

NOTES:

1. ALL PROPOSED FLOOR ELEVATIONS ARE REQUIRED TO BE TO A FINISH OF ONE FOOT ABOVE THE FINISH FLOOR GRADE AND SHALL BE APPROVED BY THE SUBDIVISION COMMISSION AND ZONING COMMISSION.

2. PARCELS 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

QUEST COMMUNICATIONS

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY QUEST COMMUNICATIONS

BOARD OF HEALTH

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE BOARD OF HEALTH

SALT LAKE COUNTY FLOOD CONTROL

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY SLC FLOOD CONTROL

WATERPRO

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY WATERPRO

CONCAST

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY CONCAST

QUESTAR GAS

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY QUESTAR GAS

DRAPER CITY ENGINEER

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____

PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY THE DRAPER CITY PLANNING AND ZONING COMMISSION

DRAPER CITY COUNCIL

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____

QUESTAR GAS

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY QUESTAR GAS

PACIFICORP

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY PACIFICORP

DRAPER CITY COUNCIL

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____

QUESTAR GAS

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY QUESTAR GAS

PACIFICORP

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY PACIFICORP

DRAPER CITY COUNCIL

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____

QUESTAR GAS

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY QUESTAR GAS

PACIFICORP

APPROVED THIS _____ DAY OF _____ A.D. 20____ BY PACIFICORP

DRAPER CITY COUNCIL

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20____