Revision 5-7-14 additions to the Mulligan's History Book

Tab 1	Added Mulligan's Applications & Staff Reports
Tab 2	Organized
	Added minutes
Tab 3	Added SV Sewer Environmental Study
	Added 5-14-03 Appraisal
	Added letter of intent from SV Sewer 4-6-04
Tab 4	Added full appraisal reports
	Added Mulligan's Finance statements
Tab 5	Added RFP 5-28-04
	Added Bid for purchase from Arbor & CW Management
	3-30-04 letter to UT State Parks
	3-31-04 Floodway Revision notice
	Maps/Renderings
	Agreement concerning Village at Riverwalk
	Arbor Village at Riverwalk Scenarios
	Added Title Insurance
	Added Riverwalk Scenario 1-10-05
	Added Title Docs
	Added Settlement Statement
	Added prelim Geotechnical Study 7-1-04
Tab 5a	Added Tab
	1. Added the Village at Riverwalk Design poster
	2. Villages at Riverwalk Concept app
	3. PC Staff Report 9-14-04
	4. Arbor Rez & PC Staff Reports 9-14-04
	5. Riverwalk GP Amend app PC, CC Staff reports
	6. SJG GP Amend app & PC, CC Staff reports
	7. SJC Rez app & PC, CC Staff reports
	8. Riverwalk Prelim app & PC, CC Staff reports
	9. Riverwalk Rez app & PC, CC Staff reports
	10. Riverwalk Prelim app & PC, CC Staff reports
	11. Riverwalk Final app & PC, CC Staff reports
	12. Grant of Easement for water lines, Ohrn
	13. Grant of Easement for Public Utilities, Olson
	14. Village at Riverwalk Amend app & PC Staff report
	15. The Village at Riverwalk Final Construction Drawings
Tab 6	Added Deed of Trust
	Added letter of credit
	Added Master lease Agreement
	Added Official Statement
	Added Title Insurance
Tab 8	Added full Mulligan's Appraisal 3-30-11
Tab 10	Added Cash Basis Statements with Admin Fee detail

Revision 5-7-14 additions to the Mulligan's History Book

History of Mulligans

Summary The history of how the City acquired the Mulligan's property is an interesting story. The acquisition of the Mulligan's property was about the City having control of the land use on a piece of property that was seen by previous city leadership as having significant importance. The property is located along the gateway to the City. It was also known early on that the property would also be an important investment parcel however, this was not the primary reason the property was ultimately purchased. The reason was to have the control of the future of the property and to perpetuate open space. Green open space was certainly a benefit that came with the purchase of Mulligan's as well the liability of debt service and operational subsidies. Mulligan's was purchased in 2004 with the bonding amount of $12,500,000.

The City opted to purchase the property and the recreational facilities from "Jimmy" Blair because he had a third party offer and had approached the City to consider a purchase. The Sewer District was proposing their treatment facility on City owned property north of Mulligan's. In May of 2005 the City sold its property just north of Mulligan's to a private developer for $3,300,000. Along with this transaction, the City used the $3,300,000 to refund the initial Mulligans bond to a new bond of $9,500,000 to be paid over 20 years.

Over the years Mulligan's has operated on very thin margins. During the first four years, $4,000,000 of park impact fees were used toward front loaded principal payments. Mulligan's paid and continues to pay approximately $450,000 per year toward the bond. Some years the facility produces a small profit, other years it has been subsidized. To date the City has provided a total of $587,205.21 to subsidize operations and capital needs. This amount does not include the cost of water to irrigate which is approximately $15,000 annually. Also, note that Mulligan's has not paid full administrative cost to the city for internal services provided.

Timeline The following time line will provide some insights as to the Mulligan's purchase and some history in regards to the purchase and sale of other properties that have a play in the purchase of Mulligan's.

1991-1995 These dates represent the conditional uses permits for the original conditional land use applications for Mulligan's. 1991 was the first application for a driving range, miniature golf and batting cages, 1995 was the second application and it was for additional acreage to be added for the 9-hole executive golf course.

During the mid to late 1990's the City under the direction of Mayor Dix McMullin was acquiring land along the river bottoms north of 10600 South in order to develop a city owned golf course. During this time there had been some conversations regarding the purchase of Mulligan's in order to acquire enough acreage to develop the golf course. However, it was not until after 2000 that the Mulligan's owners were ever contacted regarding a sale of their property to the City. The following dates indicate the two sales the City made from the Palmer family. These two parcels of land are located directly north of the current Mulligan's boundary.

1998 Purchase of 27 acres from Palmer family.

2000 Second Purchase of 12.8 acres from the Palmer family.

After 2000 Rick Horst was hired to be the City Manager by Mayor McMullin and the City Council. Mr. Horst, the new City Manager of South Jordan at some time began having conversations with the owners of Mulligan's about a potential purchase. These discussions were in concert with Mayor McMullin's desires to build a golf course. At this time the owners were really not interested in selling their property. The relationship with Mr. Horst and Mr. Blair remained good.

From the late 1990's through 2003 the growth in the Southwest part of Salt Lake County was exponential and the South Valley Sewer District was beginning to feel the burden of providing services to a rapidly growing population. In fact the Sewer Board was threatening that a building moratorium may have to be put in place unless or until a new sewer treatment facility could be built. Capacity in the South Valley Reclamation facility in West Jordan was also being explored and eventually it was added on to. But the pressure was mounting and the sewer district needed a new site to build a new treatment facility.

2003 South Valley Sewer District presents their desired location based on all engineering studies to South Jordan City Council. The location selected as the best site for a treatment plant was on the City property most recently purchased from the Palmers.

During late 2003 and 2004 Mulligans owners begin getting pressure to sell Mulligan's golf and games. Several developers approached Mr. Blair with offers. Due to the relationship and knowing that the City was interested in acquiring Mulligan's, Mr. Blair contacted Mr. Horst about the development offer and what the intentions were of the developers to build. The possibility of the City purchasing became more real and in the interest of controlling the development of Mulligan's was explained to the Mayor and City Council. There was also much discussion about the open space that was created by the purchase of Mulligan's.

2004 City Bonds $12.5 million to purchase Mulligan's Golf and Games. During this transaction the first appraisal of Mulligans was done.

During 2004, after the sale of Mulligan's, the Sewer District continued to pressure the city for the purchase of city owned land directly north of the Mulligan's. There was much discussion regarding keeping the sewer plant out of South Jordan. Then, Mayor Kent Money was on the board of the Sewer District and he was also lobbying the City. Those residents who lived in the area were all opposed to the Sewer District's plan. It was during this time that Mr. Horst approached the City Council about developing the City owned property purchased from the Palmers into a subdivision. The original proposal was for the City to develop it on its owner but later determined to sell it. The idea being if it was sold and developed quickly the Sewer District would have to move to another location. It was also concluded and agreed upon that the proceeds from the sale of the City owned property (39.8 acres) would go towards reducing the bond on originally taken out for the purchase of Mulligan's.

2005 Sale of City owned property that was acquired in two separate purchases from the Palmers making up in total acreage to 39.8. The sale proceeds of $3.3 million were applied to a refinancing of the Mulligan's bond, leaving the new bond amount at $9.5 million. This transaction also required the developer to donate back to the City about 14 acres which fronted the river. This is the current location of City's Mystic Springs trail project.

During the course of the many years of City ownership of Mulligan's Mr. Horst tried to find ways to improve the performance of Mulligan's. One of the ideas was to bring a bowling alley-indoor fun center to the Mulligan's site. In 2007 and after that date there were several attempts to bring other entertainment venues to Mulligan's. Two different bowling alley-indoor fun centers were considered: Fat Cats and Shepherd All-Star Lanes.

2007 FAT CATS/Shepherd All-Star Lanes proposals came before the City Council and were ultimately turned down. There was much discussion regarding the future use of Mulligan's during these proposals including adding more office and employment based uses. It was decided that the City should wait and that bowling alley-indoor fun center was not the best use for the land.

2011 The City Council began to have more requests for the development of Mulligan's and a few members of the City Council were pushing for Mulligan's to be an economic development tool for South Jordan and once again the topic of a business park was brought forward. The city staff was asked to have an appraisal done on Mulligan's. This appraisal was done in 2011. The appraised value was $19.195 million. Mayor Money thought the price was too low to consider selling at this time and convinced the City Council to wait for the value to go up before pushing forward with any sale or development of Mulligan's. I generally believe that during these discussions the majority of the City Council knew or thought it a good idea that development of Mulligan's would be in the best interest of the City

2012 With the coming of the UTA Frontrunner Station, the City Council became interested in the future land uses surrounding the train station. The City Council instructed the staff to pursue a more in depth study of the area with the help of a consultant. It was recommended by city staff and our consultants that the area to be studied should be expanded to include 1,000 acres of undeveloped or underdeveloped land in an area west of the Jordan River to the I-15 Freeway. This expanded area included Mulligan's. Due to the fact the City owned Mulligan's there were some scenarios generated by the consultants based on their professional experiences. The report was presented in May of 2013, but the City Council was not completely satisfied that all the contractual goals were completed and asked for some additional work to be performed, the contract for the South Jordan Gateway Study was closed officially in 2014.

2014 A title report was done on the Mulligan's parcels to see what, if any history could be found. Nothing was found regarding open space or any deed restrictions. There has also been a title report ordered on the city owned 14 acres that was acquired in the 2005 land sale which was a part of the original Palmer property that was purchased by the City.

This is a ☐ Change of Zoning ☐ Conditional Use ☐ Board of Adjustment Application

Addendum sheets attached ☐ Yes ☐ No

Name and Telephone Pro-Links I & Riverwood Golf Course Inc.	Application #
Street 6095 So. 300 East Ste. 220	Receipt & Amount
City, State, Zip Murray, Utah.	Zone
Agent Timothy K. Safe	Date Received
Name and Telephone	If Zoning Request:
City, State, Zip	From To

Legal Description/Property Address:

'See Attached' Exhibits

Total Area—Acres or Sq. Ft. Portions of 51.7 Acres.

For Zoning or Conditional Use Only

1. What use is proposed?

Golf course (2 holes, Driving Range, Practice chipping area.

2. In what way does the proposal recognize the City Master Plan?

The proposed use complies with the City Master Plan.

3. What is the estimated development schedule?

Construction to begin as soon as possible; after appropriate city approvals can be obtained.

Board of Adjustment Only

A variance from the ordinance requirement is requested for the following:

☐ Sideyard ☐ Front yard ☐ Rear yard ☐ Area ☐ Width ☐ Yard Coverage

☐ Curb, Gutter, Sidewalk ☐ Lot division ☐ Extending use 50' into adjoining zone

☐ On-site improvements ☐ Expansion of a non-conforming use or building ☐ Other

Applicant's Affidavit

State of Utah)
County of Salt Lake)
South Jordan City)

I, (we) Pro-Links I & Riverwood Golf Course, Inc, being duly sworn, depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed _____ President (both corporations)

Subscribed and sworn to before me this 21st day of August, 1991.

NOTARY PUBLIC
JIM CROCKATT
1376 East Heatherton Cir.
Salt Lake City, Utah 84121
My Commission Expires
July 8, 1993
STATE OF UTAH

_____
Notary Public Residing in Salt Lake County, Utah

My Commission Expires _____

Agent Authorization

I (we) _____, the owner(s) of real property at _____ South Jordan, Utah, do hereby appoint _____ as my agent to represent me (us) with regard to this application affecting the above described real property, and do authorize _____ to appear on my behalf before any County Boards considering this application.

Dated this _____ day of _____, 19___ _____
Owner's Signature

State of Utah)
County of Salt Lake)
City of South Jordan)

On the _____ day of _____, 19_____, personally appeared before me _____ the signer(s) of the above instrument who duly acknowledged to me that executed the same.

_____
Notary Public residing at

_____

My Commission Expires _____

PLANNING STAFF REPORT

August 27, 1991

TO: Planning Commission

PREPARED BY: Tony Murphy

SUBJECT: Riverwood Golf Course

GENERAL INFORMATION

Applicant:	Pro-Links I & Riverwood Golf Course, Inc
Architect:	Allred, Soffe & Tuttle
Address:	9800 South Redwood Road (Approx)
Present Zoning:	Agriculture
Acres:	51.7 Acres
Master Plan:	Recreational and Residential Uses Allowed

COMMENTS:

For several months South Jordan City and Sandy City have been pursuing studies to determine the feasibility of a golf course in the Jordan River bottoms area between 9000 South to 10600 South. Consultants have been hired and we expect the preliminary results of the studies until early October.

Meanwhile, private developers have been attempting to purchase property in the proposed golf course area to develop a private golf course. The proposed name of the private golf course is the "Riverwood Golf Course" and it is these private developers who are applying for the conditional use permit. It should be clearly understood that the private developers are not affiliated in any way with the combined efforts of the cities of Sandy and South Jordan. Their efforts are not endorsed or opposed by the cities and should be treated as any other land development review.

The private golf course is planned to include property located in West Jordan, Sandy and South Jordan. West Jordan and Sandy have approved the developers request for a conditional use but both cities have attached several conditions. Staff has reviewed the conditions specified by the other cities and recommend that the South Jordan Planning Commission consider the following conditions.

1) A notarized statement has been provided by the developers stating that they own the property in which they are applying for the conditional use. The South Jordan City Attorney has strongly suggested that the developers be required to provide a copy of the deed or additional verification that the developers do indeed own the property.

2) The applicant shall submit a site plan application. Submission to the City for review and approval a site plan application in accordance with Chapter 12-23 of the South Jordan Zoning Ordinance.

3) That the staff of the adjacent communities meet and confer prior on the design and related issues of the golf course prior to the final site plan being submitted to the Planning Commission.

4) That the project comply with the City's Master Street Plan for access to the project and construction of streets within South Jordan City.

5) Incorporate the needed easements and development concept for the Jordan River Parkway system into the development plan of the golf course.

6) The developers must obtain all required permits prior to the start of any construct or grading, including, but not limited to, wetlands approvals, municipal building permits, etc.

7) Pay all appropriate development fees when due.

8) That notification of the project be submitted to the South Valley Wetlands Board during the approval process.

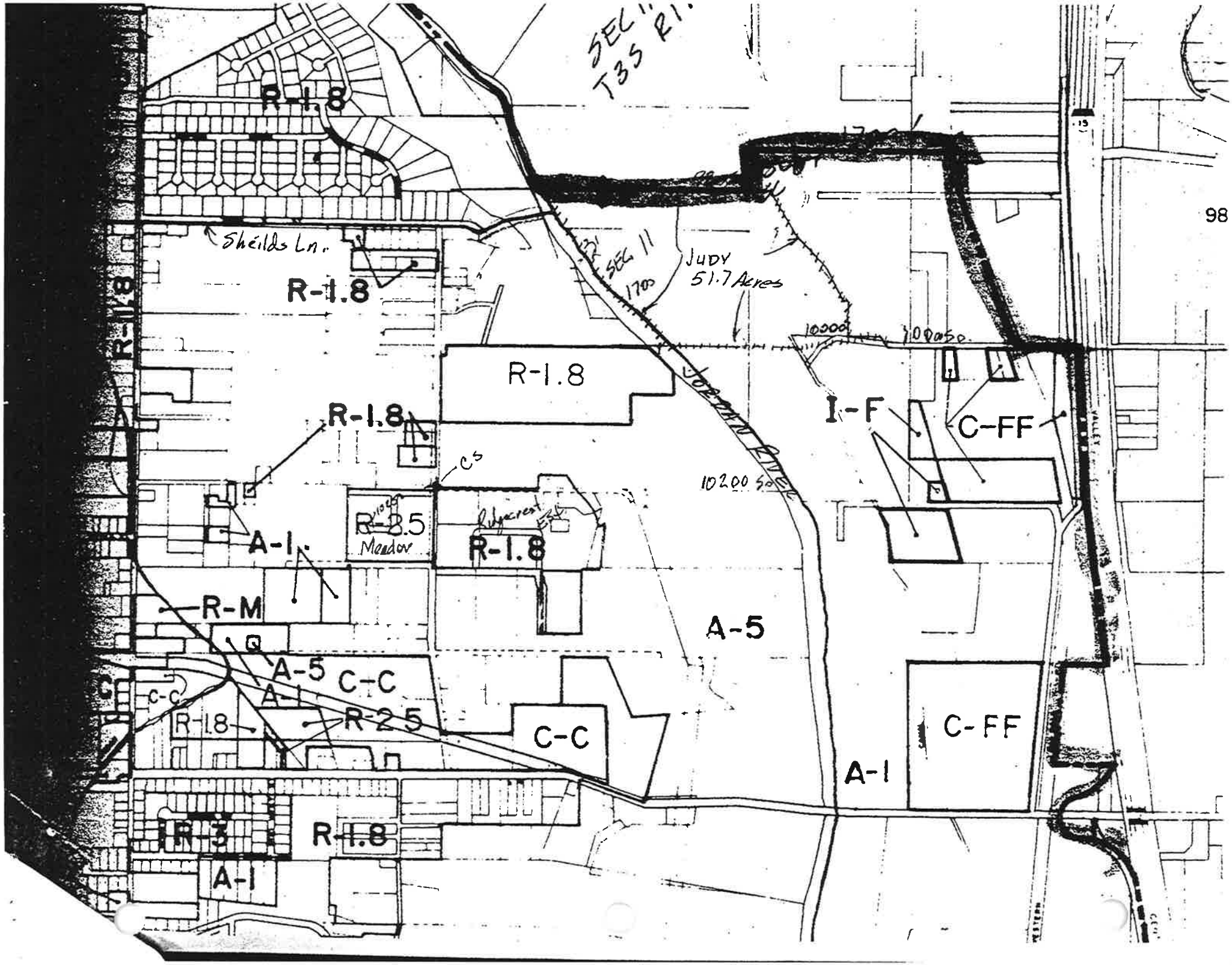
9) That prior to any construction, the City of South Jordan, Sandy City and West Jordan City enter into an inter-local agreement relating to the distribution of applicable tax revenues generated by the project.

#89002-L
#15 890025J
5/7/91

CONDITIONAL USE DESCRIPTION
IN SOUTH JORDAN CITY

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 11 T.3 S., R. 1 W., SLB & M AND RUNNING THENCE S.89~35'44"W. 1721.95 FEET MORE OR LESS TO THE CENTER LINE OF THE JORDAN RIVER(THIS LINE BEING THE SOUTH JORDAN CITY NORTH CORPORATE LIMITS AND SANDY CITY SOUTH CORPORATE LIMITS; THENCE S.38~33'15"E. 180.94 FEET ALONG THE SAID CENTER LINE OF THE JORDAN RIVER TO AN ANGLE POINT; THENCE S.31~06'22"E. 1370.96 FEET MORE OR LESS ALONG THE SAID JORDAN RIVER TO 10000 SOUTH ; THENCE N.89 31'54"E. 2005.0 FEET MORE OR LESS TO THE SOUTH EAST PROPERTY OF THE JUDY PROPERTY; THENCE N.31~40'00"W. 81.50 FEET; THENCE WEST 279.54 FEET; THENCE NORTH 297.65 FEET; THENCE N.75~20'00"W. 30.89 FEET; THENCE N.27~15'00"W. 309.54 FEET; THENCE N.61~00'00"W. 350.00 FEET MORE OR LESS; THENCE N.11~00'00'W. 485.10 FEET TO THE NORTH BOUNDARY OF THE SOUTH JORDAN CORPORATE LIMITS AND THE SANDY CITY SOUTH BOUNDARY CORPORATE LIMITS; THENCE S.89~35'03"W. 168.30 FEET ALONG THE SAID CORPORATE LIMITS TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 51.7 ACRES.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Rubycrest
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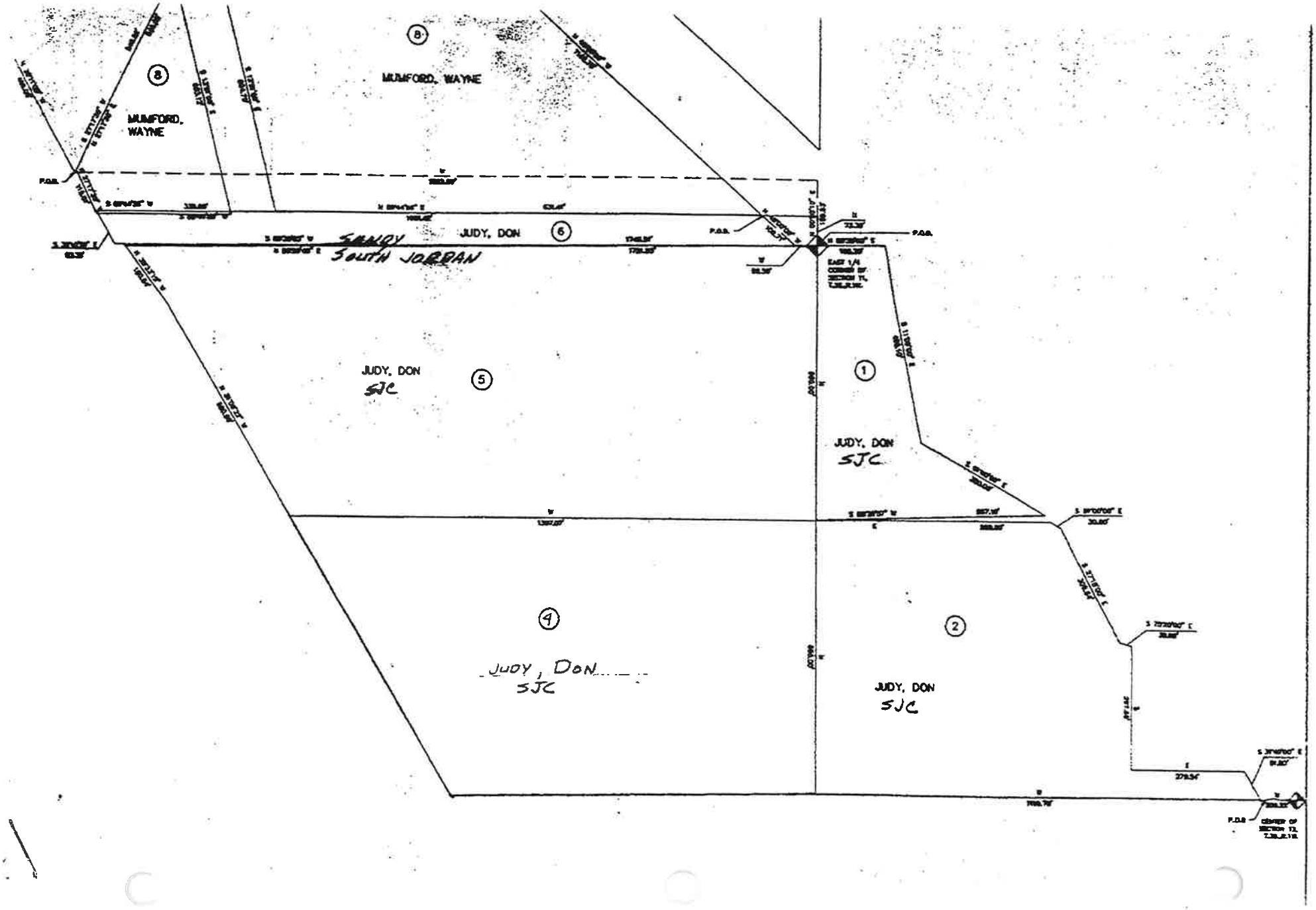

COMPUTER PLOT

This is a ☐ Change of Zoning ☑ Conditional Use ☐ Board of Adjustment Application

Addendum sheets attached ☐ Yes ☐ No

Name and Telephone James C Blair III	Application #
Street 1690 W 400 N	Receipt & Amount
City, State, Zip Ogden, Utah 84404	Zone
Agent	Date Received
Name and Telephone	If Zoning Request:
City, State, Zip	From To

Legal Description/Property Address: 700 West 10600 South

Total Area—Acres or Sq. Ft. Apox 14 Acres

For Zoning or Conditional Use Only

1. What use is proposed?

A recreational golf facility,
phase I driving range
miniature golf
baseball batting cages
practice putting + chipping greens
phase II ? Golf Course

2. In what way does the proposal recognize the City Master Plan?

3. What is the estimated development schedule?

Oct 1 through April 30 construction
Open May 1 1992 with phase I

Board of Adjustment Only

A variance from the ordinance requirement is requested for the following:

☐ Sideyard ☐ Front yard ☐ Rear yard ☐ Area ☐ Width ☐ Yard Coverage

☐ Curb, Gutter, Sidewalk ☐ Lot division ☐ Extending use 50' into adjoining zone

☐ On-site improvements ☐ Expansion of a non-conforming use or building ☐ Other

Applicant's Affidavit

State of Utah)
County of Salt Lake)
South Jordan City)

I, (we) JAMES C Blair, being duly sworn, depose and say that I, (~~we~~) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (~~our~~) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed _____

Subscribed and sworn to before me this _____ day of _____, 19____.

_____
Notary Public Residing in Salt Lake County, Utah

My Commission Expires _____

Agent Authorization

I (we) _____, the owner(s) of real property at _____ South Jordan, Utah, do hereby appoint _____ as my agent to represent me (us) with regard to this application affecting the above described real property, and do authorize _____ to appear on my behalf before any County Boards considering this application.

Dated this _____ day of _____, 19____ _____
Owner's Signature

State of Utah)
County of Salt Lake)
City of South Jordan)

On the _____ day of _____, 19____, personally appeared before me _____ the signer(s) of the above instrument who duly acknowledged to me that executed the same.

_____
Notary Public residing at

_____

My Commission Expires _____

PLANNING STAFF REPORT

September 10, 1991

TO: Planning Commission

PREPARED BY: Tony Murphy

SUBJECT: Mulligan's Golf & Games

GENERAL INFORMATION

Applicant:	James Blair
Architect:	Knowlton Engineering
Address:	800 West 10600 South (Approx)
Zoning:	A-5
Master Plan:	Golf and Recreation
Acres:	14 Acres (Approx)

COMMENTS:

Mr. Blair is proposing to construct a golf driving range, 36 hole miniature golf area, baseball batting cages and picnic area in the vicinity of 10600 South 800 West. The proposed use is allowed as a conditional use in the A-5 zone and a change of zoning is not required. Most commercial development requirements apply to the proposal, including, but not limited to:

1. Parking. The proposed 203 parking places shown on the site plan should be adequate. The parking area must be paved.

2. Drainage. The proposed drainage plan has been reviewed by the City Engineer and he has approved the concept of using the driving range as an on-site detention pond.

3. Off-Site Improvements. 10600 South will need to be widened and straightened in the future. However, UDOT has not decided which side of 10600 will be widened. The developer has left 20 feet in case the widening is done on the north side of 10600 South. Staff is proposing that the developer be allowed to sign an extension-of-time agreement for off-site improvements until such time as UDOT completes planning of 10600 South improvements.

4. Access. Access to 10600 South must be approved by UDOT. Because of the location, we do not anticipate any concerns.

5. Wetlands. Although there do not appear to be any wetlands on the property, the Planning Commission may consider requiring Corp. of Engineer approvals prior to construction.

6. Temporary Building. The developer would like to receive permission to place a modular building on the property for one year prior to construction of a permanent club house.

7. Landscaping. Proposed landscaping complies with City requirements.

8. Exterior Lighting. Lighting of the parking area and the driving range is shown on the Site Plan.

9. Easements. Easements are shown on the Site Plan for the sewer line, Jordan River Parkway, and power line relocation.

This is a ☐ Change of Zoning ☒ Conditional Use ☐ Board of Adjustment Application

Addendum sheets attached ☐ Yes ☐ No

Name and Telephone JAMES C BLAIR ~~JR~~

Street 692 W 10600 S

City, State, Zip South Jordan

Agent

Name and Telephone

City, State, Zip

Application #

Receipt & Amount

Zone

Date Received

If Zoning Request:

From To

Legal Description/Property Address: 692 W 10600 S South Jordan

SEE ATT.

Total Area—Acres or Sq. Ft. 30 ACRES + OL -

For Zoning or Conditional Use Only

1. What use is proposed?

Golf Course Expansion

2. In what way does the proposal recognize the City Master Plan?

Consistent

3. What is the estimated development schedule?

March 1995

Board of Adjustment Only

A variance from the ordinance requirement is requested for the following:

☐ Sideyard ☐ Front yard ☐ Rear yard ☐ Area ☐ Width ☐ Yard Coverage

☐ Curb, Gutter, Sidewalk ☐ Lot division ☐ Extending use 50' into adjoining zone

☐ On-site improvements ☐ Expansion of a non-conforming use or building ☐ Other

Applicant's Affidavit

State of Utah)
County of Salt Lake)
South Jordan City)

I, (we) JAMES C BLAIR, being duly sworn, depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed _____

Subscribed and sworn to before me this FEB 6 day of _____, 19 95

_____
Notary Public Residing in Salt Lake County, Utah

My Commission Expires _____

Agent Authorization

I (we) _____, the owner(s) of real property at _____ South Jordan, Utah, do hereby appoint _____ as my agent to represent me (us) with regard to this application affecting the above described real property, and do authorize _____ to appear on my behalf before any County Boards considering this application.

Dated this _____ day of _____, 19___ _____
Owner's Signature

State of Utah)
County of Salt Lake)
City of South Jordan)

On the _____ day of _____, 19_____, personally appeared before me _____ the signer(s) of the above instrument who duly acknowledged to me that executed the same.

_____
Notary Public residing at

_____

My Commission Expires _____

SOUTH JORDAN CITY PLANNING COMMISSION
11175 South Redwood Road
South Jordan, Utah 84065

DATE MARCH 1, 1995

Attention Judd

REQUEST FOR RECOMMENDATION

Application Name MULLIGANS GOLF COURSE

Number

For Property at 692 W SOUTH JORDAN PARKWAY

Size 30ACRES +/-

Proposal: PRELIMINARY SITE PLAN FOR A GOLF COURSE ADJACENT TO THE MULLIGANS GOLF AND PLAY.

Submitted By: JAMES C. BLAIR III

In considering this application, the Planning Commission would appreciate receiving your observation and recommendation on the above proposal. Your prompt response will be greatly appreciated.

RECOMMENDATIONS: There should not be any major impacts with this development. The main concerns should be parking, the connection to the culinary water line, access to the roadway, and future 10600 South alignment.

UDOT should be contacted to make sure the golf course does not encroach on the property needed for the future alignment of South Jordan Parkway.

Fencing around the golf course should also be addressed. Also along 10400 South.

Due to the limitations on culinary water pipelines in the area, the amount of culinary water demand may have to be limited.

Department: City Engineer

Name: Judd R. Lawrence

DATE: March 6, 1995

Title: Engineer

Date Requested

County:

Flood Control
Board of Health
Fire Department
City Engineer
Police Chief
Public Works

State Highway
Sewer District

Exhibit Attached:

Yes No

SOUTH JORDAN CITY
MEMORANDUM

TO: Mayor and City Council

FROM: Planning and Economic Development Director

SUBJECT: Conditional Use/Site Plan - Expansion of Mulligan's Golf Course

DATE: March 21, 1995

The applicant, Jimmy Blair, is proposing an expansion of the existing nine hole golf course at Mulligan's. There are two principal issues with this site plan: culinary water usage and parking.

Staff has reviewed the estimated demands on the City's culinary water system. We find that the demands can be met provided that Mr. Blair is willing to coordinate watering times with the City to avoid peak demand periods.

The City has no adopted parking standards for golf courses. We have reviewed the current conditions at two eighteen hole courses: the new River Bend in Riverton and Mt. View in West Jordan. River Bend has 168 spaces and Mt. View has 202 spaces. Mulligan's currently has 161 spaces.

PLANNING COMMISSION ACTION:

The Planning Commission recommended approval by a 4 to 1 vote subject to a complete final site plan being submitted and approved. Ken Keown voted in opposition due to a lack of information relating to fencing and landscaping.

RECOMMENDATION:

The proposed use is clearly consistent with the City's adopted General Plan for this property. Staff recommends that APPROVAL be granted at this time, unless new information or questions are presented at the public hearing.

an application to conduct a business which sells equipment to super markets. There would be no inventory at the home. Mr. King orders the equipment, picks it up from the supplier and delivers it to the customer. The home would be used for phone and billing purposes. The required petition has been circulated with 4 signatures in favor and no one signing in opposition.

Chairman Ken Keown called for a motion on item 6. Doug Law made a motion to recommend approval of King's Sales & Service. Gary Garner gave a second to the motion. The vote was unanimous in favor.

6a. Conditional Use-Home Occupation: P. S. Self-Defense, 4040 West Kirkwall Circle, Steven J. Allison.
Steven J. Allison was present for this item. Tony Murphy presented this item. He stated that this was a request to give self-defense lessons in one room in the home. Mr. Allison would provide some equipment to the students and this would be the only retail sales. Mr. Murphy stated that this would be for neighborhood children. The required petition has been circulated with six signatures in favor and no one signing in opposition.

Ken Keown asked if there would only be six students at one time. Mr. Allison stated that this was correct. Mr. Keown asked what hours these classes would be held. Mr. Allison stated that the classes would be held on wednesday afternoon and thursday evening. He stated that there would be two classes each day with a fifteen minute break between classes.

Tom Christensen stated that the main issue is a maximum of six students at a time. He asked if there would be a problem keeping with this. Mr. Allison stated that he would not want more than six in a class because of lack of control and safety precautions. Mr. Christensen asked if it would be a problem to make the six student limitation as a condition of approval. Mr. Allison stated that this would not be a problem.

Chairman Ken Keown called for a motion on item 6a. Tom Christensen made a motion to recommend approval of P. S. Self-Defense subject to ordinance requirement that students be kept to six or less. Doug Law gave a second to the motion. The vote was unanimous in favor.

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7. Conditional Use Permit: Riverwood Golf Course, 700 West 10000 South, Pro-Links I & Riverwood Golf Course, Inc.
Tim Soffe and Ted Woodger were present for this item. Tony Murphy presented this item. He stated that he had passed out

a staff report to the Planning Commission to give them some information on this item. Mr. Murphy stated that for several months South Jordan City and Sandy City have been pursuing studies to determine the feasibility of a golf course in the Jordan River bottoms area between 9000 South to 10600 South. Consultants have been hired and we expect the preliminary results of the studies in early October.

Meanwhile, private developers have been attempting to purchase property in the proposed golf course area to develop a private golf course. The proposed name of the private golf course is the "Riverwood Golf course" and it is these private developers who are applying for the conditional use permit. It should be clearly understood that the private developers are not affiliated in any way with the combined efforts of the cities of Sandy and South Jordan. Their efforts are not endorsed or opposed by the cities and should be treated as any other land development review.

The private golf course is planned to include property located in West Jordan, Sandy and South Jordan. West Jordan and Sandy have approved the developers request for a conditional use but both cities have attached several conditions. Staff has reviewed the conditions specified by the other cities and recommend that the South Jordan Planning Commission consider the following conditions:

1. A notarized statement has been provided by the developers stating that they own the property in which they are applying for the conditional use. The South Jordan City Attorney has strongly suggested that the developers be required to provide a copy of the deed or additional verification that the developers do indeed own the property.

2. The applicant shall submit a site plan application. Submission to the City for review and approval, a site plan application in accordance with Chapter 12-23 of the South Jordan Zoning Ordinance.

3. That the staff of the adjacent communities meet and confer on the design and related issues of the golf course prior to the final site plan being submitted to the Planning Commission.

4. That the project comply with the City's Master Street Plan for access to the project and construction of streets within South Jordan City.

5. Incorporate the needed easements and development concept for the Jordan River Parkway system into the development plan of the golf course.

6. The developers must obtain all required permits prior to the start of any construction or grading, including, but not limited to, wetlands approvals, municipal building permits, etc.

7. Pay all appropriate development fees when due.

8. That notification of the project be submitted to the South Valley Wetlands Board during the approval process.

9. That prior to any construction, the City of South Jordan, Sandy City and West Jordan City enter into an inter-local agreement relating to the distribution of applicable tax revenues generated by the project.

10. That a time limit condition be imposed. Ordinance 12-22-060 of the South Jordan Municipal Code states that "unless actual construction begins within one year of issuance and progresses with diligence, or in a case where construction is not required, business is not being conducted with one year, the conditional use permit shall expire". It is important that the developers understand this condition.

Gary Garner asked what the status of the City planned golf course was at this time. Mr. Murphy stated that they are proceeding with the study being conducted at this time. There has not been any steps taken to stop the studies. Mr. Garner asked if this study will continue. Mr. Murphy stated that the City planned on finishing the study. It has been funded and is almost complete.

Tim Soffe stated that the golf course architect that the people he represents have hired is Richard Bigler. This gentleman is from San Francisco, California and has previously lived in West Jordan. Mr. Bigler is experienced in golf course architecture and wetlands. He has been working with this firm for about eight months. Mr. Soffe stated that the first plan has been modified to move the club house just south of 10000 South in the Sandy, South Jordan area. The second phase of the golf course would have seven holes being constructed in South Jordan. Mr. Soffe stated that at this time, they have or are now closing on a little over 51 acres in South Jordan. There will be two practice holes, a putting green and a chipping green constructed in South Jordan in the

first phase.

Mr. Soffe stated that they did not have any problems with the conditions that Mr. Murphy has listed, but asked about the time limit condition. Mr. Soffe asked if they were proceeding ahead with the project but have not started construction, would the conditional use permit still be revoked. Tom Christensen stated that the ordinance reads that construction must begin within one year. Mr. Soffe stated that his interest at this point is to comply with the conditions and get on with construction.

Doug Law asked that assuming the land acquisition goes ahead as planned, what is the time element for the final 7 holes. Mr. Soffe stated that he wished he had a better answer for this question as far as a projected time, but they need to tie up the land needed for these holes. Mr. Law stated that he would like some assurances that the golf course would be completed to include South Jordan. Mr. Soffe stated that they have had the architect go ahead with grading plans. Basically, what we are doing is moving the club house to 10000 South, which is a remote area. In building the driving range and building two holes and moving the club house location, we are committing to build in South Jordan.

Ted Woodger stated that there has been a joint meeting with the mayors of the three cities and at this point, the last 7 holes will not be completed until 1993.

Doug Law asked if this would be a private or a public course. Mr. Soffe stated that it would be public. He stated that in talking to the cities, the revenues would be divided between the cities involved. Mr. Law asked if they would be applying for a tavern license for the club house. Mr. Woodger stated that they would. He stated that they were planning on having a restaurant in the club house.

Gary Garner asked if the driving range would be lighted for night use. Mr. Woodger stated that it would. He stated that Salt Lake County is pushing the junior golfer. The practice holes would be used for junior golfers before putting them out on the regulation course.

Tom Christensen asked if they had a starting date. Tim Soffe stated that they feel they have four or five months of study to comply with the conditions. They plan on starting about March of 1992.

Doug Law asked if they had a figure on the acreage that would

be in South Jordan. Mr. Woodger stated that when the final 7 holes are completed, it would be approximately 200 acres.

Tim Soffe stated that they are well aware of the cities desires for this area. This is the reason for the conditions that the cities have placed.

Tom Christensen asked if they were planning on involving the Jordan River Parkway. Mr. Soffe stated that he has worked on the Parkway for 17 years. They are dedicated to this. Mr. Christensen asked if they were currently working with the Corp of Engineers. Mr. Soffe stated that they were in this process. He stated that a determination needs to be made of the areas that are wetlands. This determination has been made to 10000 South. Mr. Soffe stated that if you disturb the wetlands, you need to show enhancement not necessarily replacement of the amount of wetlands that was disturbed.

Mr. Christensen asked what the general feel of the course would be with traps, trees and water hazards. Mr. Soffe stated that Mr. Bigler, the golf course architect, believes in courses for the masses. This course will not be overly penal. He stated that because of the area, there will be alot of hazards, but they will be spread out.

Doug Law questioned an inter-local agreement. He asked if this is a common occurance. Mr. Murphy stated that inter-local agreements are very common. Revenue sharing is not common. In the agreement between South Jordan City and Sandy City on the golf course they are planning, they would split the revenue 50%, but now West Jordan has entered the picture. We believe this should be done now, because once the golf course is completed the disire for an inter-local agreement is pretty well gone.

Steven Allison asked what the green fee charge would be. Mr. Woodger stated that they will be competitive with other courses in the area. Mr. Soffe stated that Salt Lake County sets the rates.

Chairman Ken Keown called for a motion on item 7. Gary Garner made a motion to recommend approval of a Conditional Use Permit for Riverwood Golf Course subject to the ten conditions previously outlined. Doug Law gave a second to the motion. The vote was unanimous in favor.

Tim Soffe stated that as he understood the process, they would go before the City Council next week. Tony Murphy stated this is correct unless they would prefer to do this at a latter

meeting. Mr. Soffe stated that they would be present next week as they would prefer to move ahead as quickly as possible.

8. Rezoning: Application #SJ-141-91Z, 11164 South 1300 West, 10.06 Acres, A-5 to R-1.8, Lawrence & Remola B. Worth. Lawrence Worth, Dan Worth & Tom Worth were present for this item. Planning Director Lynn Sharp presented this item. He stated that this a request to rezone 10.06 acres of property that runs west off of 1300 West. This is the piece of property that was discussed with the applicant at a previous meeting concerning access.

Tom Christensen asked if this would be consistant with surrounding property. Mr. Sharp stated that it would.

Chuck Wilson stated that he lives to the north of this property. He asked if this property has been surveyed. Tom Worth stated that they would have this done after receiving rezoning approval.

Mrs. Moser asked if this would be a single lane road entering the proposed subdivision. Mr. Sharp stated that it would not be the standard 50 ft. street for the first 200 ft., but there would be curb & gutter on one side and curb, gutter and sidewalk on the other side. He stated that they are limited in this area as to what they can put in.

Chuck Wilson stated that three of the properties adjoining this property would be animal properties. He asked if the depth of the proposed subdivision could be shown on the city map. Dan Worth indicated the area in question on the map.

Mr. Moser asked if after changing the zoning and the subdivision is built, what happens when someone wants to change the zoning again or there are wild drivers driving through the subdivision. Tom Christensen stated that the Planning Commission cannot quarantee that there will not be careless drivers in any area of the City. Gary Garner stated that once a zoning is in effect, it cannot be changed without reason.

Mrs. Moser asked how many houses could be built on 10 acres in the proposed zone. Chuck Wilson stated that it could be 18.

Mrs. Moser asked why they were not notified sooner concerning the zoning request. Planning Director Lynn Sharp stated that due to work load, the notification was late in being sent. He stated that notification by the Planning Commission was a

11. Final Plat Approval: Capital Estates Subdivision, 9500 South 2700 West, 19.049 Acres, 54 Lots, R-3 (Capital Assets Financial)
City Planning Director Lynn Sharp explained the location of the proposed subdivision and required changes made since preliminary approval.

Councilwoman Newbold expressed concern that the fences required on the east side of the subdivision would need to comply with the city's Streetscape Plan.

City Planner Lynn Sharp assured that there would only be a fence on the east side and not any parking strips, etc. He explained that the collector street fencing requirements would require a brick and rod iron fence.

Councilman Bob Mascaro made a motion for the final approval of the Capital Estates plat, subject to the conditions set forth by the Planning Commission considering, however, that the east side comply with the city ordinances for collector street fencing. The second was heard from Councilman Lynn Mabey. The vote was unanimous in favor.

12. Preliminary Plat Approval: South Pointe Subdivision, 9800 South 2700 West, 52.5 Acres, 119 Lots, R-2.5. (Woodside Homes)
City Planning Director Lynn Sharp explained the location of the proposed subdivision and features of the subdivision. Brad Simons with Woodside Homes Corporation was available to answer questions.

Councilman Hough asked if there had been a traffic impact study done on this plan. City Planner Lynn Sharp stated that there had not been a study. Councilman Hough wondered if the access was sufficient. Through discussion with City Planner Lynn Sharp and City Administrator Richard Warne, it was the consensus that there were enough outlets from and connecting to the other subdivisions lying on South Pointe Subdivision's boarders.

Councilwoman Newbold wondered when construction would begin. Mr. Simons stated that they would like to start on Phase One right away, depending on the weather, and the whole project is expected to be done within 3 years.

Councilman Mascaro made a motion to approve the preliminary subdivision plat of the South Pointe Subdivision located at 9800 South 2700 West. Councilman Mabey seconded the motion. The vote was unanimous in favor.

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13. Conditional Use Permit: Riverwood Golf Course, 700 West 10000

South. (Pro-Links I & Riverwood Golf Course, Inc.)
Assistant City Administrator Tony Murphy reported that the Planning Commission has recommended approval for this permit, with 10 conditions set forth by Planning Commission.

The ten conditions include:

1) A notarized statement has been provided by the developers stating that they own the property in which they are applying for the conditional use. The South Jordan City attorney has strongly suggested that the developers be required to provide a copy of the deed or additional verification that the developers do indeed own the property.

2) The applicant shall submit a site plan application. Submission to the City for review and approval a site plan application in accordance with Chapter 12-23 of the South Jordan Zoning Ordinance.

3) That the staff of the adjacent communities meet and confer prior on the design and related issues of the golf course prior to the final site plan being submitted to the Planning Commission.

4) That the project comply with the City's Master Street Plan for access to the project and construction of streets within South Jordan City.

5) Incorporate the needed easements and development concept for the Jordan River Parkway system into the development plan of the golf course.

6) The developers must obtain all required permits prior to the start of any construction or grading, including, but not limited to, wetland approvals, municipal building permits, etc.

7) Pay all appropriate development fees when due.

8) The notification of the project be submitted to the South Valley Wetlands Board during the approval process.

9) That prior to any construction, the City of South Jordan, Sandy City and West Jordan City enter into an inter-local agreement relating to the distribution of applicable tax revenues generated by the project.

10) Consistent with Section of 12-22-060 of the zoning Ordinance, the conditional use is issued with a time limit of one year. The Conditional Use Permit will expire unless construction begins within one year.

Councilman Hough asked if the representatives owned the property. They stated that they did.

Councilman Mascaro asked the representatives for Riverwood Golf course if they could clarify the property involved in the permit. The representatives stated that the property involved in South Jordan City would include the 19th hole, the 27th hole, a chipping zone and a driving range.

Councilwoman Newbold questioned the access from the South Jordan City side. The representatives for Riverwood Golf Course stated that there is a temporary access on 9800 South until 10000 South goes through.

Councilman Mascaro then commented on the Right-of-Way agreement being negotiated with Utah Power & Light. The representatives said that they spoke with the attorney at Utah Power & Light that they were given permission to use the property.

Councilman Hough suggested that the City Council add one more condition concerning the proposed Utah Power & Light Power Corridor relocation. The representatives were then concerned that they would have to provide the land for the Right-of-Way. Councilman Hough stated that they were willing to negotiate for compensation.

Councilman Hough made a motion that the City Council approve the Conditional Use Permit with the conditions made by the Planning Commission and with the addition condition that the developers provide a Right-of-Way for the Utah Power & Light powerline relocation. Councilman Mascaro seconded the motion. Councilman Hough, Councilman Mascaro, and Councilwoman Newbold voted in favor of the motion. Councilman Mabey voted against the motion. The motion was passed.

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14. Public Hearing: South Jordan Master Plan and Related Maps and Documents including area West of 4800 West, Area Adjacent to the Jordan River and Designation of Areas for Sexually Oriented Businesses and Public Recreation.
Mayor Hutchings opened the public hearing for consideration of the South Jordan Master Plan and related maps.

City Administrator Richard Warne explained that this is the second Public Hearing on this item. He then reviewed the proposed changes to the Master Plan Map and proposed changes to goals and policies.

No one present expressed a desire to comment on the item. Mayor Hutchings closed the public hearing.

enclosed with the same concrete block used on the building.

Chairman Ken Keown called for a motion on item 8. Gary Garner made a motion to recommend denial of an amended site plan and grant a one year extension of time after they have received a Certificate of Occupancy. Doug Law gave a second to the motion. The vote was unanimous in favor.

Gary Garner stated that the Ultradent building under construction looks good from the freeway. Mr. Wilhite thanked Mr. Garner and the Planning Commission.

9. Conditional Use-Site Plan Approval: Mulligans Golf & Games, 10600 South 800 West, Jimmy Blair.
Jimmy Blair was present for this item. Tony Murphy presented this item. He stated that Mr. Blair is proposing to construct a golf driving range, 36 hole miniature golf area, baseball batting cages and picnic area in the vicinity of 10600 South 800 West. The proposed use is allowed as a conditional use in the A-5 zone and a change of zoning is not required. Most commercial development requirements apply to the proposal, including, but not limited to:

1. Parking. The proposed 203 parking places shown on the site plan should be adequate. The parking area must be paved.

2. Drainage. The proposed drainage plan has been reviewed by the City Engineer and he has approved the concept of using the driving range as an on-site detention pond.

3. Off-Site Improvements. 10600 South will need to be widened and straightened in the future. However, UDOT has not decided which side of 10600 South will be widened. The developer has left 20 feet in case the widening is done on the north side of 10600 South. Staff is proposing that the developer be allowed to sign an extension-of-time agreement for off-site improvements until such time as UDOT completes planning of 10600 South improvements.

4. Access. Access to 10600 South must be approved by UDOT. Because of the location, we do not anticipate any concerns.

5. Wetlands. Although there do not appear to be any wetlands on the property, the Planning Commission may consider requiring Corp of Engineer approvals prior to construction.

6. Temporary Building. The developer would like to receive permission to place a modular building on the property for one year prior to construction of a permanent club house.

7. Landscaping. Proposed landscaping complies with City requirements.

8. Exterior Lighting. Lighting of the parking area and the driving range is shown on the Site Plan.

9. Easements. Easements are shown on the Site Plan for the sewer line, Jordan River Parkway and power line relocation.

Gary Garner asked how this development will integrate with the City's proposed golf course. Mr. Murphy stated that this will not interfere.

Doug Law asked if there is a certain number of accesses allowed by UDOT in this area. Mr. Murphy stated that he did not believe there is a certain number that will be approved. He stated that Mr. Blair's engineer has made application with UDOT. Mr. Law stated that if access is in the middle of Mr. Blair's property, this would limit access to other development. Mr. Murphy stated that the City does not have a Collector Street Plan in the Master Plan for the river bottom area. He stated that access to the proposed City golf course would be from 9800 South Street or 10000 South Street and not from Mr. Blair's property.

Ken Keown asked if there was only one access. Mr. Murphy stated that there was just the one, but this should be adequate. Doug Law stated that he agreed that one access would be adequate for this development, but this will block access to land to the north.

Jimmy Blair stated that he has envisioned a 18 hole golf course in this area in five to six years. He stated that the plan would be to have nine holes on the north of 10600 South Street and nine holes on the south of 10600 South Street. Mr. Blair stated that he is going to expand his operation in Ogden to an 18 hole course in the near future. He stated that his operation in Ogden is the same as he is planning to develop in the river bottom area. Mr. Blair stated that he has a very good track record in Ogden and that Weber County is pleased with his development.

Ron Wood asked if the miniature golf would be developed now.

Mr. Blair stated that he would be developing the miniature golf, driving range, baseball cages, putting & chipping green and parking now.

Tom Christensen asked about the time frame. Mr. Blair stated that he would like to be moving dirt in 20 days.

Ron Wood asked if the poles are nice aluminum. Mr. Blair stated that they were and presented pictures to the Planning Commission.

Tom Christensen asked if Mr. Blair would be using the same design on this development as he had in Ogden. Mr. Blair stated that he would, but explained that the reason he had asked for a temporary building was that in the Ogden facility, they had not built a large enough building to house a teaching center, a pro shop and a snack bar-restaurant. He stated that it is important that he plan on building big enough to meet the demand that is in this area for this type of facility.

Tom Christensen asked if this would be designed for the serious golfer. Mr. Blair stated that it would be. He stated that he would like to provide some background about himself to the Planning Commission. Mr. Blair stated that he played on the golf team while attending B.Y.U. He has been on the Pro-Tour and that he had built a facility like the one he is proposing here in South Jordan in the Ogden area and it has been very successful. Mr. Blair stated that there is a large market for this type of facility.

Ron Wood asked if Mr. Blair had obtained the property necessary to build this facility. Mr. Blair stated that he had purchased some of the property. He stated that he was still negotiating with Vaughn Soffe.

Tom Christensen asked if Mr. Blair had had any contact with the private developers that had proposed a golf course in this area. Mr. Blair stated that he had not. Mr. Christensen asked if the Jordan River Walkway was involved in this area. Mr. Blair stated that it was. He stated that both he and his engineer had been working with Bard and Mr. Hansen on the walkway in this area. Mr. Christensen asked Mr. Murphy if there are plans for other trails such as equestrian trails with the walkway. Mr. Murphy stated that there was. He stated that there is not a state plan. Each community involved along the Parkway is developing their own plans.

Ken Keown asked if the trash containers would be enclosed. Mr. Murphy stated that they would be.

Ron Wood asked if this would be shown on the site plan. Mr. Murphy stated that this was the site plan. He stated that Mr. Blair was asking for a conditional use permit and site plan approval at the same time.

Ken Keown asked if Mr. Blair would explain the fence on the site plan. Mr. Knowlton stated that the area of the fence in question is agricultural and occasionaly has horses on the property. The fence is designed to keep the horses from going on the driving range.

Tom Christensen asked if the 20 foot easement on 10600 South Street is reserved for future widening of the road. Mr. Blair stated that it was. He stated that they will have to wait for UDOT to determine where this will be done. Mr. Blair stated that he felt that he would have to give the property to the west for widening. Ron Wood asked what Mr. Blair would do with this property until he recieves a decision from UDOT. Mr. Blair stated that he will plant it.

Planning Director Lynn Sharp asked Tony Murphy if the developer would be required to widen the street and install the improvements. Mr. Murphy stated that he would and would ask for an extension of time agreement. Mr. Murphy stated that the developer has met parking and landscape requirements and is willing to meet street scape requirements.

Doug Law asked what the frontage was from east to west. Mr. Knowlton stated that it was 995 feet. He stated that there would not be a problem with a left turn lane in the area of the entrance to the facility. There is good site distance from both directions.

Ron Wood asked if the Jordan River Walkway would be concrete. Mr. Blair stated that he would have to put in what was required. Mr. Wood stated that if there was nothing required then Mr. Blair would put in nothing. Tony Murphy stated that there will be requirements for the walkway.

Gary Garner stated that he would like to see more landscaping along 10600 South Street. Mr. Blair stated that he will make it look nice. He stated that if the Planning Commission has some recommendations concerning the landscaping, he would be happy to comply. Planning Director Lynn Sharp asked if a landscape plan would be required for final site plan approval. Tony Murphy stated that this is final approval.

Tom Christensen stated that he has confidence in Jim Blair,

but would like to see more detail. He stated that he would like to see the Jordan River Walkway more detailed. Mr. Blair stated that the walkway would be in the golf course and not in the phase he is now presenting for approval. Mr. Blair stated that he would have to start moving dirt by the first of October to be opened by next summer.

Gary Garner stated that when Mr. Blair went before the City Council, he should show more landscape detail.

Chairman Ken Keown called for a motion on item 9. Gary Garner made a motion to recommend approval subject to the recommendations that were made by Tony Murphy and a more detailed landscape and streetscape plan be presented to the City Council. Ron Wood gave a second to the motion. The vote was four in favor and one in opposition.

10. Other Business.
Doug Law asked Tony Murphy if the Planning Commission could get copies of the new sign ordinance. Mr. Murphy stated that he would get copies of this for the Planning Commission. Mr. Law asked if the sign on the South Jordan Middle had been approved. Mr. Murphy stated that he was unaware of this and would check on it.

11. Planning Departments Matters: Staff.
Planning Director Lynn Sharp stated that he did not anything for this item.

12. Approval of the minutes of the meeting held on August 27, 1991.
Chairman Ken Keown stated that he would like to amend the minutes on page eleven, paragraph five. He stated that his intent in the paragraph was not stated correctly and would like that paragraph deleted.

Gary Garner made a motion to approve the minutes of the meeting held on August 27, 1991 as amended. Doug Law gave a second to the motion. The vote was unanimous in favor.

Chairman Ken Keown called for a motion of adjournment. Tom Christensen made a motion to adjourn. Gary Garner gave a second to the motion. The South Jordan City Planning Commission meeting of September 10, 1991 was adjourned at 10:10 p.m.

developers submit another site plan and it is approved. Councilwoman Newbold seconded the motion. The vote was unanimous in favor.

10. Conditional Use-Site Plan Approval: Mulligan's Golf & Games, 10600 South 800 West. (Jimmy Blair)
City Administrator Murphy explained the origin of business for Mulligan's Golf & Games and stated that the Planning Commission had recommended approval of the request with the condition that the Plan comply with Streetscape requirements and the following considerations:

1. Parking. The proposed 203 parking places shown on the site plan should be adequate. The parking area must be paved.

2. Drainage. The proposed drainage plan has been reviewed by the City Engineer and he has approved the concept of using the driving rage as an on-site detention pond.

3. Off-Site Improvements. 10600 South will need to widened and straightened in the future. However, UDOT has not decided which side of 10600 will be widened. The developer has left 20 feet in case the widening is done on the north side of 10600 South. Staff is proposing that the developer be allowed to sign an Extension-of-Time Agreement for off-site improvements until such time as UDOT completes planning of 10600 South improvements.

4. Access. Access to 10600 South must be approved by UDOT. Because of the location, they do not anticipate any concerns.

5. Wetlands. Although there do not appear to be any wetlands on the property, the Planning commission may consider requiring Corp. of Engineer approvals prior to construction.

6. Temporary Building. The developer would like to receive permission to place a modular building on the property for one year prior to construction of a permanent club house.

7. Landscaping. Proposed landscaping complies with City requirements.

8. Exterior Lighting. Lighting of the parking area and the driving range is shown on the Site Plan.

9. Easements. Easements are shown on the Site Plan for the sewer line, Jordan River Parkway, and power line

relocation.

Mr. Blair and his engineer were available for questions. Councilman Mabey asked Mr. Blair what kind of temporary building would be used. Mr. Blair stated that it would be a very nice double-wide trailer with cedar singles. He also commented that the purpose of the temporary shelter was because with this facility, that is similar to his project in Ogden, his club house was built too small. He would like to run the first season with a temporary building so that he could size up the business and make a club house large enough to accommodate the business.

Councilman Mascaro asked where the temporary club house would be. Mr. Blair stated that it would be in the same vicinity but larger, approximately 18,000 square feet and 2 to 3 stories, with space being leased out for commercial use.

Councilman Mascaro questioned if the building would then have to be rezoned if the permanent club house was leased for commercial use. City Administrator Murphy explained that that could be the case, however, any building would need to be approved by the City Council and it could then be taken into consideration.

Councilman Mascaro asked Mr. Blair when the construction would take place. Mr. Blair stated that he would like to start as soon as possible. The temporary club house would be in place for operation in April 1992 and by October 1992 he would like to start on the permanent club house.

Councilwoman Newbold asked Mr. Blair if there would be a Pro-Shop in the temporary club house. Mr. Blair stated that to some extent but very small. Councilwoman Newbold expressed her concern that the property was not zoned for commercial use. City Administrator Murphy stated that the zoning provided for a golf course and it would be inconsistent for a golf course to have a driving range, etc. and not have a Pro-Shop to support those activities.

Councilwoman Newbold expressed her concern that Mr. Blair realize that that piece of property may need to be zoned commercial and that he start the process at his earliest convenience.

Councilman Mascaro made a motion to approve the Conditional Use-Site Plan Approval of Mulligan's Golf & Games, 10600 South 800 West, with the conditions that were given from the Planning Commission and also include an Extension-of-Time Agreement for the installment of the curb and gutter along 10600 South. The second to the motion came from Councilman

Mabey. The vote was unanimous in favor.

11. Final Plat Approval: Capital Estates Subdivision, 9500 South 3700 West, 19.049 Acres, 54 lots, R-3. (Capital Assets Financial)
City Administrator Murphy explained that the City Council had previously approved the final plat for Capital Estates Subdivision, however, in talking with the State, they believe that if the West Valley Highway were to be constructed there, there would have to be, in their opinion, a 10 foot sound barrier would have to be built. The developer is now asking for reconsideration of the fencing requirement and that a chain link fence be required.

Discussion was heard from the developers that they felt that it would be redundant for the fence to be there at all if UDOT would install another one. Councilman Mascaro stated that the purpose of the fence would be to keep children and garbage off of the other property. The minimum fencing would be chain-link.

The developers stated that on the South boundary there was a nice wood fence, and once again, it would seem redundant to add the block fence. Councilwoman Newbold said that there were several neighbors that insisted that the fence be installed.

The developers then asked if they were to obtain approval from those certain neighbors, would the City Council reconsider? Councilman Mabey expressed his concern on reconsidering any approval. He stated that if this were to pass at this meeting, he would expect the developers to abide with the approval.

Councilwoman Newbold made the motion to amend the Final Plat Approval for Capital Estates Subdivision, 9500 South 3700 West, 19.049 Acres, 54 lots, R-3, with the amendments being that the City would reimburse only the material cost difference of the storm drain and the fence along the proposed West Valley Highway be required to be a 5 foot chain-link fence. The block fence would remain as originally required. Councilman Mascaro seconded the motion. The vote was unanimous in favor.

12. Other Business.
City Administrator Tony Murphy said that there is a resolution that could be considered to appoint Bruce Newbold as chairman of the South Jordan City Economic Development Committee. Councilman Mascaro made a motion to accept the resolution appointing Bruce Newbold as chairman of the South Jordan City Economic Development Committee. Councilman Mabey seconded the

MINUTES OF THE SOUTH JORDAN CITY
PLANNING COMMISSION MEETING
March 8, 1995

PRESENT: Kevin Romph, Richard Allen, Brent Arnold, Ken Keown, G. Doug Wilkinson, City Attorney Michael J. Mazuran, Planning Director Ken Leetham, City Planner Blaine Murray, Administrative Secretary Judy Hansen.

CITIZENS: Shirla Holt, Rose Mitchell, Steve Reid, J. C. Blair, Rick Smith, Jolayne Moore, Rick & Kerry Simi, John Landi, Adam A. Bangerter, Michael C. Tyler, Jim & Sue Turner, Stan McDougal, Paul & Kathy Crossley, Jerry & Kari Ohrn.

Planning Director Ken Leetham explained that the agenda had been amended to include a training session with the City Attorney. Ken Keown made a motion to accept the amended agenda. Chairman Kevin Romph gave the motion a second. The vote was unanimous in favor.

I PLANNING COMMISSION TRAINING SESSION

A. Training Session with Michael J. Mazuran, City Attorney.

City Attorney Mazuran had a discussion with the Commission members concerning conflict of interest, the Ordinance requiring a Planning Commission, and the authority of the Planning Commission.

See Addendum.

II GENERAL BUSINESS ITEMS

A. Roll Call.

Those members present are listed above.

B. Approval of the Agenda.

City Planner Blaine Murray stated that item B and item G on the Summary Action Calendar have been removed. Brent Arnold made a motion to approve the agenda as amended. Ken Keown gave the motion a second. The vote was unanimous in favor.

C. Approval of the Minutes of the Regular Meeting Held on February 22, 1995.

Chairman Romph

Ken Keown stated that on page 4, item IV, Other Business, when discussing the Home Occupation questionnaire, he had also suggested that they be questioned about other home occupation businesses they are currently licensed for in South Jordan.

Richard Allen made a motion to approve the minutes as corrected. Brent Arnold gave the motion a second. The vote was 4 in favor with

G. Doug Wilkinson abstaining due to being excused from that meeting.

III SUMMARY ACTION CALENDAR

A. Conditional Use-Home Occupation: Accounting by the Books, 10876 South Saddlebrooke Drive, Jennifer Lynne Soutas.

B. Conditional Use-Home Occupation: Scenic Medical, Inc., 11695 South Lampton View Drive, Monica Dasenbrock.

C. Conditional Use-Home Occupation: K & S Landscape, 11308 South 675 West Street, Stephen R. Reid.

D. Conditional Use-Home Occupation: Computercredible!, 1249 West Jordan River Drive, Rick & Kerry Simi.

E. Conditional Use-Home Occupation: Allen's Piano Tuning Servicing, 9875 South Memorial Drive, Allen W. Leigh.

F. Conditional Use-Home Occupation: Hair Extraordinaire, 9700 South 1650 West Street, Jolayne Moore.

G. Conditional Use-Home Occupation: Person, Place, or Thing, 1201 Douglas Circle, Scott R. Seegrist.

Chairman Romph stated that he did have a question on item F. He asked if both the Mother and daughter live at the home? Mr. Murray explained that this is part of the ordinance and is on the affidavit that is signed by the applicant stating that by signing this, they will comply with the ordinance.

Chairman Romph called for any further questions concerning items on the Summary Action Calendar. Brent Arnold asked about the number of clients the applicant of #F would be having? Mr. Murray explained that this is also part of the ordinance and affidavit. Only 1 client at a time is allowed.

G. Doug Wilkinson questioned item C. He asked the size of the garage at the home where the equipment will be stored? Mr. Reid explained that it was a 3 car garage that is large enough for his equipment and personal vehicles.

Chairman Romph asked for any citizens comments or concerns. As there was no one present with concerns, he called for a motion. G. Doug Wilkinson made a motion to recommend approval of the Summary Action Calendar. Richard Allen gave the motion a second. The vote was unanimous in favor.

IV PUBLIC HEARINGS:

A. Rezoning Application: #SJ-261-95Z, 9600 South 4800 West Street (Approximate), 89.22 Acres, A-5 to R-3, Kaufman & Broad.

John Laudi was present. City Planner Blaine Murray presented this item stating that a number of the required services could depend on the construction of the Wasatch Meadows South Subdivision which is located east of this property, across 4800 West Street.

Mr. Murray explained that the ability to provide storm drainage and sewer service depends on the construction of the Wasatch Meadows South Subdivision. If this subdivision is not constructed, the applicant will have to acquire the necessary public utility easements from the Ryder Homes property and install the necessary storm drainage and sewer piping from Bingham Creek through the Ryder Homes property to serve this area.

The provision of adequate culinary water pressures and fire service will require significant piping extensions and possibly the construction of a pump station to serve the upper part of this site.

The transportation study conducted by the applicant needs some refinement to reflect the traffic patterns projected by staff. The City's estimates indicate that more than 10% of the traffic generated by the proposed development would use Skye Drive to get to points east, as predicted by the applicant.

Mr. Murray explained that this was a public hearing.

Chairman Romph asked if Mr. Murray would explain the R-3 Zone District? Mr. Murray explained the lot size minimums, the construction standards, and landscaping requirements in the R-3 Zone.

Brent Arnold asked if there is an additional open space requirement? Mr. Murray explained that there is not one in this zone.

Chairman Romph explained the public hearing process and opened the public hearing.

John Laudi, 6925 Union Park Plaza. Mr. Laudi stated that this rezone application conforms to the new general plan. He stated that the capacity to service this land is there. Mr. Laudi also explained that he had met with Chuck Coleman of Ryder Homes. He explained that they would be looking to the Planning Commission for input when they come in for subdivision approval.

Jim Turner, 9652 South Stornoway. Mr. Turner expressed concern with the water pressure in this area. He stated that there is a need for the pumping station now. Mr. Turner also expressed concern about the property values in the current subdivision. He also stated that the traffic study does need to be looked closely. Mr. Turner stated that his home backs on to 4800 West and will look into this development.

G. Doug Wilkinson asked the size of the surrounding lots? Mr. Turner stated that his was .28 acres.

Chairman Romph asked about access? Mr. Laudi explained that there will be several collectors feeding out of this development.

Paul Crossley, 9826 South Stornoway. Water pressure is a great concern. He expressed concern about the green open areas. Mr Crossley stated that the current green space is inadequate and he encouraged some open space requirements.

Sue Turner, 9652 South Stornoway. Ms. Turner stated that this would greatly increase the traffic on Skye Drive. Children in this area have to walk to the elementary school. Most parents do car-pool. The added number of children attending the elementary school would add to the even more traffic.

Paul Crossely stated that there are no sidewalks on Skye Drive. The children must walk in streets to and from Welby Elementary. This development will greatly increase the traffic.

Chairman Romph asked the number of homes that are planned in the development. Mr. Laudi explained that there will be approximately 300.

Chairman Romph called for any further comment or questions. As there was none, Chairman Romph closed the public hearing.

G. Doug Wilkinson asked to look at the newly adopted Land Use Plan which Planning Director Ken Leetham displayed explaining that the R-3 Zone is in compliance with the Plan.

Mr. Wilkinson expressed concern with the over utilization of Skye Drive. He stated that this has been brought up in the past by residents and does need to be addressed.

Ken Keown stated that there will be peaks in traffic that need to be considered.

Chairman Romph asked what the traffic count for the development is estimated to be? Mr. Leetham stated that the staff estimates

approximately 10 to 11 trips per household daily. This would possibly be 2700 to 3000 trips daily.

Planning Director Leetham stated that there is a need to contact Jordan School District to determine they are considering changing boundary lines.

G. Doug Wilkinson asked who would be responsible for installing the pumping station? Mr. Leetham explained that Kaufman & Broad will be.

Mr. Laudi stated that they will meet all standards required by the City.

Scott Rokey introduced himself as an engineer working on the project. He stated that currently, they are coordinating with Bingham Engineering concerning the water pressure issue. He stated that they also have had some discussion with the Jordan School District and have been informed that there are several schools planned for this area. Mr. Rokey stated that they could also approach the school district concerning busing of students.

Chairman Romph asked how many roads will be accessed on to 4800 West? Mr. Laudi explained that there will be 2 or possibly 3. Mr. Romph asked if these will intersect with Skye Drive? Mr. Laudi stated that they would.

Mr. Wilkinson expressed concern about the size of the water line and if it would be adequate if a pumping station is developed. Mr. Leetham explained that this could not be answered at this time. Mr. Rokey explained that they are looking at this. The line now is a 12 inch line. Mr. Wilkinson stated that he would like this confirmed by Bingham Engineering.

Brent Arnold asked if green space has been addressed? Mr. Laudi stated that at this time, they are looking at rezoning the property.

Ken Keown asked if staff would look into alternatives for access other than 4800 West?

Brent Arnold asked that accessing on to 10200 South be considered. Mr. Rokey stated that due to the fact that they do not own property to 10200 South, this has not been looked at.

Mr. Wilkinson stated that the traffic impact does need to be closely looked at.

Chairman Romph called for any further comment. Seeing none, he

called for a motion. Brent Arnold made a motion to table this item pending answers to the water pressure concern, the traffic impact, and the school boundaries. Ken Keown gave the motion a second. The vote was unanimous in favor.

Mr. Wilkinson asked if the citizens can come in and review any information gathered on this request? Mr. Leetham explained that this would be available on Monday, March 20, 1995.

B. Conditional Use-Preliminary Site Plan: Golf Course Expansion, 692 West South Jordan Parkway, 30 Acres +/-, C-C Zone District, James C. Blair III.

Mr. Blair was present. City Planner Blaine Murray reviewed this item. He stated that Mr. Blair has applied to expand the existing Mulligan's Golf Course. He would be adding an additional 9 holes. Mr. Murray stated that this is a public hearing.

Chairman Romph opened that public hearing.

Rick Smith stated that he is working with Mr. Blair and explained that they would be providing 30 acres of green, open space while expanding the existing facility.

Michael Tyler, 10317 South Springcrest Lane. Mr. Tyler asked how close the expansion would be to his property line? Mr. Blair stated that it would back to Mr. Tyler's property line and showed this on the plat map. He explained that this would be approximately 400 feet from Mr. Tyler's home.

Mr. Blair explained that they do not want any homes or roads along this course. He stated that this is a very functional design and would like to keep expanding.

Mr. Tyler asked about the water pressure? Planning Director Ken Leetham stated that expanding the golf course will be an impact on the City's water as they will be using culinary water, but we are currently talking with Mr. Blair concerning a secondary water source. Mr. Leetham discussed the sources of this water system coming from the water reclamation.

Brent Arnold asked the time frame for this secondary source. Mr. Leetham stated that he did not know.

Jerry Ohrn, 892 Brookcrest Lane. Mr. Ohrn asked how far north this development would go? Mr. Blair explained that it goes to the Palmer property boundary. Mr. Ohrn asked if any of this would be lighted? Mr. Blair explained that it would not be and asked if his currently lighting on the miniature golf course was obtrusive? Mr.

Ohrn stated that it was not and explained that Mr. Blair has been very courteous and concerned that he not cause problems for the neighbors.

G. Doug Wilkinson expressed concern about getting a set rate for the culinary service. If the golf course uses a large amount of water, it may necessitate the water rate being raised. Mr. Leetham explained that the City is working with the Water Conservancy District to reserve adequate water for the City in the future. Mr. Wilkinson expressed concern that the cost of this service can escalate out of reach. Mr. Leetham stated that the City is currently working on this as is West Jordan. He explained that the City is also negotiating with Kennecott Copper concerning water rights which may be free to the City if we can find a way to get the water into the City.

Brent Arnold questioned adequate parking? Mr. Blair stated that he currently has more parking available than the Riverway Golf Course or Murray Parkway and do have room for parking expansion.

Mr. Murray asked if they will lose any parking when the road is widened? Mr. Blair stated that they would not.

Mr. Arnold asked if there will be one access to 10600 South? Mr. Blair stated that there would be.

Mr. Murray asked if any asphalted cart paths are being proposed? Mr. Blair stated that not at this time.

Mr. Wilkinson questioned buffering between the existing homes and the golf course? Mr. Blair stated that they were approximately 400 feet from the homes and he has talked with the neighbors which have been very supportive.

Ken Keown asked if Mr. Blair would be involved in the Jordan River Parkway? Mr. Blair stated that he hoped to be able to use this area as green space.

Mr. Arnold asked if there are wetland issues? Rick Smith stated that Mike Schwinn of the Army Corp of Engineers has visited the site and has issued a permit. Mr. Blair explained that they will create 2 to 5 acres of additional wetlands.

Chairman Romph called for any further questions. As there were none, he called for a motion. Richard Allen recommended approval subject to a complete final site plan as directed by staff. Brent Arnold gave the motion a second. Ken Keown asked when a more detailed plan would be available? Mr. Blair stated that they were currently working on one.

The vote was 4 in favor with Ken Keown voting in opposition due to the lack of information such as fencing and landscaping.

Mr. Blair explained that he had put in a great deal of more trees than required at the last approval, but they were lost due to lack of water. He stated that he has no problem putting in all kinds of trees if there is a way to provide water to them.

IV ACTION ITEMS

A. Final Subdivision Plat: Prospector Place II Subdivision, 10300 South 2200 West Street, R-2.5 Zone District, 12.002 Acres, 28 Lots, McDougal-Shaw Development.

Stan McDougal was present. City Planner Blaine Murray reviewed this item. He stated that this is an application for the second phase of the Prospector Place Subdivision. The preliminary plat was approved by the City Council on October 11, 1994.

Mr. Murray stated that there were some issues that do need to be considered. The eastern-most road is long. A temporary turnaround may be able to be constructed at the north end of the road which is a future phase of this development.

Mr. Murray stated that this plat shows a street light on the northeast corner of lot 43. This light might be better located to the north of lot 49.

G. Doug Wilkinson questioned the area of the Bach property. Planning Director Ken Leetham indicated the area on the plat map.

Mr. McDougal explained that he was currently negotiating on the Wardle property to the south which would continue from his development.

Mr. Wilkinson expressed desire to have a temporary turnaround at the south end of Silver Streak Drive. Mr. McDougal explained that there had been a turnaround in this area on the preliminary plat which the Planning Commission had removed. Mr. Wilkinson stated that due to the length of this street, the turnaround should be put there.

Chairman Romph called for any further questions or comments. As there was none, he called for a motion. Brent Arnold made a motion to approve the final plat of Prospector Place II Subdivision Plat subject to a street light moved form the north corner of lot 43 to between lots 48 and 49, a temporary turnaround between lots 35 and 56 which may be removed upon final negotiation and development of the property to the south. Ken Keown gave the motion a second.

The vote was unanimous in favor.

B. Amended Final Subdivision Plat: Lincoln Estates #4 Subdivision, 2900 west 10000 South Street, R-2.5 Zone District, 7.7562 Acres, 17 Lots, Norman H. Bangerter.

Adam Bangerter was present. City Planner Blaine Murray reviewed this item. He explained that the applicant wants to add one additional lot to this phase. The proposed amendment does not alter the existing lots, streets or other City services. This lot is part of the original approved preliminary plat.

Chairman Romph called for any questions or comments. As there was none, he called for a motion.

Richard Allen made a motion to approve the amended final plat for Lincoln Estates #4 Subdivision. G. Doug Wilkinson gave the motion a second. The vote was unanimous in favor.

C. Amended Final Site Plan: Denny's Restaurant, 10646 South 300 West Street, C-FF Zone District, 1 Acre, Ken Cutler.

Chairman Kevin Romph explained that he was currently involved in a process similar to this one with his business and declared a conflict of interest. He asked that he be excused from the meeting.

G. Doug Wilkinson made a motion to elect Brent Arnold Chairman Pro Tempore. Richard Allen seconded the motion. The vote was unanimous in favor.

Mr. Cutler was present. City Planner Blaine Murray reviewed this item.

Mr. Murray explained that the applicant is proposing to install significantly less landscaping than was originally approved. He stated that this zone ordinance is different from the City's other commercial ordinances. The most notable is the inclusion of a Development Standards section. Among these standards is a provision that the site must receive, and maintain significant landscaping treatment. These standards are designed to promote an aesthetically pleasing "Gateway to the City".

Mr. Murray stated that the proposed landscaping for this site is significantly less than what the applicant proposed and the Planning Commission and City Council approved. There is very little ground cover, and no flower proposed around the perimeter of the site or around the building foundation area. In addition, there are significantly fewer trees and shrubs proposed.

Chairman Pro Tempore Arnold asked the reason behind the proposed changes. Mr. Cutler explained that here was a conflict with the Aldredge property line to the north. By giving approximately 2 feet of property to Mr. Aldredge, the applicant eliminated the landscaping along the wall on the north side of the site. Mr. Cutler stated that due to the need of a fire entrance door, a sidewalk has been added where landscaping was required at the front of the building.

Mr. Cutler explained that the owner of the franchise has changed and they have a different idea of landscaping. He indicated on the site plan areas of change. Mr. Cutler stated that they do have the same number of trees. He explained that the original plan had some rocks and soil at the entrance. These have been eliminated and replaced with grass and shrubs.

Brent Arnold questioned the number of trees? Mr. Murray stated that there will be less trees than originally planned. He explained that the applicant has a bond in place for the approved landscaping.

Ken Keown questioned the changes proposed on the north side of the site? Mr. Cutler stated that they would like to eliminate the rocks and soil and replace these with sod and small shrubs.

Mr. Keown asked if they were proposing to eliminate the plants on the south side and replace with sod? Mr. Cutler stated that this was correct. Mr. Keown questioned the change along the RailRoad tracks on the west side? Mr. Cutler stated that they are proposing to replace this landscaping with gravel to avoid growth of weeds.

G. Doug Wilkinson questioned the revised landscaping stating that weeds will grow up through the gravel proposed on the west side. He stated that this does not depict the standards that are desired for the City. Mr. Wilkinson stated that he is not in favor of this amended site plan.

Planning Director Ken Leetham expressed agreement stating that the RailRoad tracks do need to be buffered with trees and shrubs.

Ken Keown also agreed that the tracks do need to be addressed with buffering.

Mr. Cutler stated that they will forfeit the bond in place before they will put in the rocks shown at the entrance on the original plan.

Mr. Leetham stated that staff does not have a concern with removing

the rocks if they are replace with ground cover and flowers.

Chairman Pro Tempore Arnold called for any further discussion. As there was none, he called for a motion. G. Doug Wilkinson made a motion to deny the amended site plan. Ken Keown gave the motion a second. The vote was unanimous in favor.

G. Doug Wilkinson made a motion to allow the elimination of the landscaped area on the north wall and the larger rocks at the entrance and replacing these rocks with ground cover as shown on the original plan. Richard Allen seconded the motion. The vote was unanimous in favor.

Chairman Kevin Romph returned to the meeting.

V. OTHER BUSINESS

A. Calendaring Items.

Planning Director Ken Leetham reminded the Chairman of a meeting on March 10, 1995 with Gerald Anderson and invited any other members interested to attend.

Kevin Romph asked if staff would research a requirement for a stub street from Lawrence Estates to Springfield Subdivision. Planning Director Leetham stated that this was contingent on the development of the Bingham property which has been withdrawn.

B. Other Business

None.

VI. Adjournment.

Richard Allen made a motion to adjourn. G. Doug Wilkinson seconded the motion. The vote was unanimous in favor.

The Planning Commission meeting of March 8, 1995 was adjourned at 10:15 p.m..

SOUTH JORDAN CITY PLANNING COMMISSION TRAINING SESSION

March 8, 1995

I. Municipal Officers and Employees Ethics Act

A. Disclosure required
B. Assistance in transaction involving City
C. Interest in business regulated by City
D. Interest in business entity doing business with City
E. Personal interests or investments which create conflict between public duties and personal interests

II. Role, Powers and Duties of the Planning Commission

A. State law and City ordinance prescribes powers and duties
B. Prepare, recommend, advise and administer
C. Right to enter upon land at reasonable times to examine and survey
D. Commission organization and meetings

III. Regulatory Takings - Dolan v. City of Tigard

A. Exactions case - land dedication
B. Fact summary - plumbing and electrical supply store in downtown Tigard
C. City required pedestrian-bike path and land for flood channel as permit conditions
D. Test adopted by U.S. Supreme Court:

(a) Is there a legitimate state interest involved?
(b) Whether essential nexus exists between state interest and exaction requirement?
(c) Whether the degree of exactions required are "roughly proportional" to needs created by new development?

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MINUTES OF THE SOUTH JORDAN CITY COUNCIL MEETING
MARCH 21, 1995

PRESENT: Mayor Theron B. Hutchings, Councilman Hofhines, Councilman Jack Peck, Councilman Doug Carlile, Councilman Tom Christensen, City Administrator Dave Millheim, Planning Director Ken Leetham, Administrative Secretary Terri Kyte.

EXCUSED: Councilwoman Merlynn Newbold.

CITIZENS: Brandon Robbins, Eric Dazley, Nathan Anderson, Terrell Sweat, R. J. Howell, Allen Leigh, Jake Davis, Josh Johnson, Jimmy Blair, Eddie Nelson, Margaret & Jim Kafer, Linda Nelson, Lisa Andreason, Joseph W. Stelter, Wally Nelson, Peggy Pilcher, Jolayne Moore, Justin Draper, Jeff J. Tenney, Stan McDougal, Jan Tenney.

The meeting was called to order at 6:42 p.m. by Mayor Hutchings.

I. CITY COUNCIL STUDY SESSION

A. Presentation of Staff Reports.

The Governing Body discussed the New Agenda Format, and agenda item deadlines, presented by Administrator Millheim.

Councilman Christensen questioned the Citizen's Request and Delegations procedure? Administrator Millheim suggested that they tell the individual that the City has an adopted agenda process used to keep things moving along. They would be asked to work with the appropriate staff person who would be directed to bring the item back on a scheduled agenda.

The Governing Body discussed the Mulligans Golf Course expansion.

Planning Director Leetham stated that there was a need to coordinate with UDOT on the Mulligans Golf Course expansion. He said that his recommendation would be to approve under that condition.

II. GENERAL BUSINESS

A. Roll Call and Prayer.

Mayor Hutchings acknowledged those present and excused Councilwoman Newbold as she was out of the City. Councilman Christensen offered the prayer.

B. Approval of the Agenda.

Councilman Peck made a motion to approve the agenda. Councilman Carlile seconded the motion. The vote was unanimous in favor.

C. Approval of the Minutes of the Work Meeting Held on February 28, 1995.

Councilman Hofhines made a correction to the minutes. Councilman Carlile made a motion to approve the minutes as corrected. Councilman Peck seconded the motion. The vote was unanimous in favor.

D. Approval of the Minutes of the Regular Meeting Held on March 7, 1995.

Councilman Christensen made a motion to approve the minutes. Councilman Carlile seconded the motion. Councilman Peck abstained from voting because he was not present at the March 7, 1995 meeting. The vote was unanimous in favor.

E. Mayor's Minute.

Mayor Hutchings introduced the new City Administrator, Mr. Dave Millheim.

Mayor Hutchings welcomed the Boy Scouts in attendance and asked them to introduce themselves.

F. Citizens' Requests and Delegations.

Jim Kafer questioned a time frame for the installation of the water line at the new park? He said that there is an existing cement ditch in that area. Mr. Leetham stated that staff was aware of the situation and was checking into the problem.

III. SUMMARY ACTION CALENDAR

A. Bond Release: Hidden Cove Springs Subdivision, 9554 South 1300 West Street, excavation, storm drain piping, cleanout boxes, irrigation piping, irrigation cleanout boxes, and the entire secondary water system, $97,510.00

B. Bond Release: South Ridge Fairways Subdivision, 4385 West Skye Drive, storm drain piping, cleanout boxes, and the culinary water system, $95,255.00.

C. Sub-Contractor's Business License: Joseph W. Stelter Const. Co., 1488 West Surrey Meadow Drive. (Joseph W. Stelter)

Councilman Peck made a motion to approve the Summary Action Calendar. Councilman Hofhines seconded the motion. The vote was unanimous in favor.

IV. SPECIAL BUSINESS ITEMS

A. Conditional Use-Home Occupation: Green Acres Landscape Const. Co., 9434 South Silver Spring Circle. (Justin Draper)

Planning Director Leetham stated that this item was on their last agenda and had been tabled due to the lack of a majority vote. He said that it was not on the Summary Action Calendar because there had been a complaint received from a neighbor, concerning a tractor being parked outside the home. Mr. Leetham stated that his

recommendation was, it should be subject to the condition of no outside storage of commercial vehicles at the home, which would concur with the City Ordinances.

Councilman Hofhines made a motion to approve Conditional Use-Home Occupation: Green Acres Landscape Const. Co., 9434 South Silver Spring Circle by Justin Draper, subject to the condition that the storage of equipment be in accordance with the City Ordinances. Councilman Christensen seconded the motion. The vote was unanimous in favor.

B. Resolution Appointing 1995 Statutory Officials.

Mayor Hutchings asked Councilman Hofhines to read the Resolution.

Councilman Carlile made a motion to adopt the Resolution Appointing 1995 Statutory Officials. Councilman Hofhines seconded the motion. The vote was unanimous in favor.

C. Resolution Supporting Jordan Valley Hospital.

City Administrator Millheim gave a summary of the Resolution being sent to the Governor and various important State officials.

Councilman Christensen made a motion to adopt the Resolution Supporting Jordan Valley Hospital. Councilman Peck seconded the motion. The vote was unanimous in favor

V. PUBLIC HEARINGS

A. Conditional Use: Golf Course Expansion, 692 West South Jordan Parkway, 30 Acres +/-, Agricultural (A-5) Zone District. (James C. Blair III)

Mayor Hutchings opened the public hearing.

Mr. Leetham explained that this was a Public Hearing on the Mulligans Golf Course Expansion. He stated that he would recommend approval of the Golf Course subject to working with UDOT on the requirements for 10600 South. Mr. Blair stated that he had tried to get the information needed from UDOT with no success. He said that he would continue the existing fence and was willing to construct the curb, gutter and sidewalk. Mr. Blair stated that he was hoping to be able to start moving dirt now.

Michael Tyler stated that he and the other property owners supported the Golf Course Expansion.

Seeing no further comment, Mayor Hutchings closed the public hearing.

Councilman Peck asked if the property was secured? Mr. Blair stated that it was. Councilman Peck questioned the layout of the course? Mr. Blair stated that there would be four Par 4, one Par 5,

and 4 Par 3 in this phase.

Councilman Hofhines asked how the road with UDOT would be addressed, the right-of-way, and who is responsible for improvements? Mr. Leetham explained that this question needs to be addressed to the UDOT staff. He said that they need to know how the new road will affect this property. Councilman Hofhines questioned the previous agreement with UDOT on the existing facility? Mr. Blair stated that it was his understanding that UDOT would be putting in a new bridge on the North side of the river, and would try to straighten the road out in that area. He said that UDOT owns the right-of-way South of the current road starting on the West side of his project. Mr. Blair also stated that on the new expansion, they have allowed up to 60 feet, in case the road is moved to the North. He said that they have agreed that at such time the final road is put in that they will put curb, gutter and sidewalks where the City recommends, and continue the fence along to the end of the project. Mr. Leetham stated that they would expect the same conditions to apply for the existing and the new section. He said the applicant needs to identify the location of the right-of-way. Mr. Leetham stated that he felt comfortable with approval, subject to the identification of the dedicated, proposed right-of-way location.

Councilman Carlile made a motion to approve Conditional Use: Golf Course Expansion, 692 West South Jordan Parkway, 30 Acres +/-, Agricultural (A-5) Zone District by James C. Blair III, subject to the resolution of the road width in working with UDOT.

Mr. Blair questioned the motion? Councilman Hofhines explained that Mr. Blair was wanting approval with the 60 feet in reserve for UDOT. Mr. Blair stated that he will meet all the City requirements and that he was not doing any construction, but just grading the land.

Administrator Millheim recommended that they modify Councilman Carlile's motion to approve the site plan allowing Mr. Blair to proceed with grading, subject to meeting all of the conditions and terms of the City and that the City, secure a written right-of-way confirmation from UDOT.

Councilman Carlile stated that he would like to include this in his motion.

Councilman Hofhines asked for clarification of Administrator Millheim's recommendation to the motion, was this to be completed before Mr. Blair can grade? Administrator Millheim stated that he could start the grading, as long as he follows the restrictions of the City, and that Mr. Blair understands that they will need written confirmation from UDOT as to where that line will be. Councilman Hofhines stated that would need to be done prior to the final. Councilman Hofhines seconded the motion.

Mr. Blair questioned this because he wants to open for business in 15 to 18 months. Written confirmation from UDOT may not be obtained within that time frame. Councilman Hofhines stated that they would work that out.

Councilman Christensen explained past experience with UDOT concerning 10600 South, East of the Arctic Circle. It had been possible to obtain confirmation from UDOT as to the location of the right-of-way. He said that they had gone into that project thinking that UDOT would help pay for the improvements such as asphalt, but this did not materialize. The cost was born by the private parties, with some participation by the City. Councilman Christensen said that he felt Mr. Blair should be aware of this. Mr. Blair questioned what this will mean to him as a private developer? Councilman Christensen stated that if the road was to go in it would be up to Mr. Blair in working with the City to put the road in. Administrator Millheim expressed optimism that they could be successful with UDOT in securing the location of the right-of-way. He said that they are not as optimistic about being able to secure the proper funding from the State, in the same time frame. Administrator Millheim also stated that the off site improvements may be done, but the road may not match the curb.

Mr. Blair stated that he was never informed that he would be responsible for paving the road. He said that he was aware of curb, gutter and sidewalk only. Mr. Leetham stated that his understanding of the original approval was that Mr. Blair would be putting in curb, gutter, sidewalk, park strip improvements and the fence. He said that they had all operated with the understanding that UDOT was the primary developer of the road. Mr. Leetham stated that the reason UDOT had not paid for the road by the Arctic Circle was because the City had wanted it moved up on the schedule. He said that when UDOT is ready to widen the road, they should fund it. Councilman Christensen stated that typically, the owner of the property puts in the improvements on the road whether it is a residential or commercial use, State or City road. He also said that if they were willing to wait and not widen the road, then he expected UDOT would pay for it. Their position in the past has been that when the development was constructed, the road would be completed.

Administrator Millheim suggested that they vote on the motion, then get with Mr. Blair and staff to discuss any further concerns. Mr. Blair stated that if he is required to put in the road, he will have to withdraw. Explaining that the expense of that road was more than he could afford. He said that he had not been informed any time that he would bear any cost of the road expansion. Councilman Peck stated that the motion does not include the road. Mr. Blair asked if the road was required by City Ordinances? Councilman Peck stated that it was not. Councilman Hofhines stated that possibly they

needed to amend the motion, to clarify that the improvements needing to be done on 10600 South would include curb, gutter, sidewalks, park strip improvements and street fencing.

The Governing Body had a discussion about the widening of 10600 South.

Administrator Millheim stated that the motion on the floor was that Mr. Blair comply with all applicable ordinances. He suggested that they get the Ordinance clarification needed with the City attorneys advice, and table this item until the next agenda.

Councilman Carlile agreed that there was a need to get clarification on this. Councilman Hofhines stated that it was not a matter of Ordinance but policy. Councilman Peck stated that they might be going beyond the powers that they have as a City. He said that they could approve this subject to clarification.

Councilman Carlile made a clarification to his motion that Mr. Blair may proceed with the grading and leveling and that he has agreed to put in the improvements, and is allowing 50-60 feet. With clarification that will be determined by UDOT and subject to those conditions they grant approval.

Administrator Millheim stated the motion is to approve the site plan, so that Mr. Blair may proceed with the grading. It is subject to Mr. Blair complying with all City policies and Ordinances, and that the City confirms the right-of-way line with UDOT. Mr. Leetham stated that Mr. Blair had agreed to those improvements. Councilman Hofhines stated that those clarifications needed to be made.

Councilman Carlile stated that the clarification to the motion of curb, gutter, sidewalk, park strip improvements and collector street fencing was to be made.

Mayor Hutchings recounted the motion by Councilman Carlile. Councilman Peck, Councilman Hofhines, Councilman Carlile voted for the motion. Councilman Christensen stated that he would vote yes if they are saying that they will comply with all applicable Ordinances and policies. He asked if they were waving any requirements in the motion? Administrator Millheim stated that they were not waving any Ordinances but he wanted to make sure that there was no misunderstanding with the Councils direction as far as the road. He said that the City has always made a conscientious effort to work with any developer to look at the future needs. Administrator Millheim also stated that there is a case law that must have a nexus between what they are trying to exact from the property owner and what is required. He wanted to make sure of the legal ground on this. Councilman Carlile agreed with this. Councilman Peck stated that the developer would be allowing enough of a set back, giving

enough property to that road.

Administrator Millheim stated that they may be coming back to Council for clarification on these issues and Mr. Blair has asked to proceed with his grating. He suggested that when they bring this back, they do so in such a way that there will be no uncertainty as to where they are with these types of projects and how far the exact improvements will be. Mayor Hutchings asked if Mr. Leetham had any information in regards to the 10600 South interchange? Mr. Leetham stated that it was his understanding that the Department of Transportation now has the funds to make interchange improvements at 10600 South and 9000 South. He said that they are in a design phase right now and would like to be under construction within 18 to 24 months. Mayor Hutchings asked if the City would have any input on this? Mr. Leetham stated that they would. He said that the City will be meeting with them in an ongoing fashion as plans become more complete. Mr. Leetham said that they would like to get the road widened from I-15 to the Jordan River. Mayor Hutchings stated that he had understood the total width of that road was to be six lanes. Mr. Leetham stated that this was his understanding also. Mayor Hutchings asked for a clarification from UDOT on this.

Councilman Christensen stated that knowing the motion would pass, he would vote in opposition to the motion to highlight the issue. He stated that there is a need to look at policies and try to be consistent in the commercial improvements.

B. Minor Subdivision Plat: Nelson Family Subdivision Plat, 11739 South 1300 West Street, 3.03 Acres, 4 Lots, Residential (R-1.8) Zone District. (Wallace Nelson)

Mr. Leetham stated that this was an application for a four-lot subdivision. He said that it is a bit unusual because it is on the end of a private roadway at approximately 11739 South 1300 West. Mr. Leetham stated that the only concern raised by the Planning Commission was the cul-de-sac length. He said that there is not a standard in the Ordinances for private cul-de-sacs length, and this particular one is approximately 730 feet. Mr. Leetham stated that he does not have a problem with the length. The private road is improved and will be asphalted and the fire department has indicated their approval. He said that the Planning Commission recommended denial primarily because of the cul-de-sac length.

Mayor Hutchings opened the public hearing.

Wally Nelson stated that the largest draw back was being unable to furnish water to the location. Riverton City has agreed to service the water need. Mr. Nelson stated that they had met all the requirements and asked if they could get started.

Mayor Hutchings closed the public hearing.

Councilman Peck questioned Fire Chief Whatcott as to the water supply and Riverton's adaptability to South Jordan hoses. Chief Whatcott stated that this was not a problem.

Councilman Carlile asked about property to the North and South of this piece? Mr. Leetham stated that North and South of the property was asphalt paving with a 30-foot right of way, there are also some homes in the area. He said that they do own the private road. Councilman Hofhines asked how many people used this private road? Mr. Nelson stated that there will be seven homes including the new ones. Councilman Carlile asked if the private road could connect into Clover Ridge? Mr. Leetham stated that there are no stub streets and would not be able to connect.

Councilman Peck made a motion to approve the Minor Subdivision Plat: Nelson Family Subdivision Plat, 11739 South 1300 West Street, 3.03 Acres, 4 Lots, Residential (R-1.8) Zone District by Wallace Nelson, with the additions outlined in the Planning Commission action, which is street light, landscaping plan being improved and in final form, approval from additional agencies such as the Army Corps of Engineers and Salt Lake County Flood Control and the existing chain link fence shown on the plat as five feet, should be shown as six feet in height. Councilman Carlile seconded the motion. Councilman Christensen questioned if there is a need for a public access road? Mr. Leetham stated that there was not and felt that the configuration was adequate. Councilman Hofhines stated that he does not like private roads but felt that it was good that it was paved. Mr. Leetham stated that the maintenance would be up to the private owners. He suggested that the road improvements should be included in the motion. Mayor Hutchings explained that the City does not remove snow from private roads. Councilman Christensen suggested that the individuals do a maintenance agreement. The vote was unanimous in favor.

VI. ACTION ITEMS

A. Rezoning Application #SJ-252-94Z, 360 West 11400 South Street, 36.34 Acres, Agricultural (A-5) to Commercial-Freeway Frontage (C-FF). (Gerald Anderson)

Mr. Leetham stated that Planning Commission had recommended approval by a 3 to 1 vote, and he was recommending approval of the application. He said that this was part of the Master Plan.

Councilman Hofhines made a motion that they approve the Rezoning Application #SJ-252-94Z, 360 West 11400 South Street, 36.34 Acres, Agricultural (A-5) to Commercial-Freeway Frontage (C-FF) by Gerald Anderson. Councilman Peck seconded the motion. The vote was

unanimous in favor.

B. Rezoning Application #SJ-260-94Z, 10505 South 1300 West Street, .89 Acres, Residential (R-1.8) to Residential (R-2.5). (Jeff Tenney)

Mr. Leetham stated that the Planning Commission had concerns about compatible zoning, and had recommended denial. He said that because the size on the property is small and the nature of the use, he did not think that there was incompatibility between the R-1.8 and the R-2.5 Zones in this case. It does fall in the low density residential category which is the R-2.5 zone. Mr. Leetham stated that there is a home on the North East corner. He said that Mr. Tenney's intention was to divide this into two lots, and that this area is a mix of zoning.

Councilman Carlile made a motion to approve the Rezoning Application #SJ-260-94Z, 10505 South 1300 West Street, .89 Acres, Residential (R-1.8) to Residential (R-2.5) by Jeff Tenney. Councilman Christensen seconded the motion. The vote was unanimous in favor.

C. Final Subdivision Plat: Prospector Place II Subdivision, 10300 South 2200 West Street, 12.002 Acres, 28 Lots, Residential (R-2.5) Zone District. (McDougal-Shaw Development)

Mr. Leetham stated that this phase was the South East portion of the property, and the plat does meet the conditions of the preliminary approval. He said that he recommends approval of this phase of the final plat.

The Governing Body had a discussion on the layout of the plat.

Councilman Peck made a motion to approve the Final Subdivision Plat: Prospector Place II Subdivision, 10300 South 2200 West Street, 12.002 Acres, 28 Lots, Residential (R-2.5) Zone District by McDougal-Shaw Development, subject to the street light on the north corner of Lot 43 being relocated to the area between Lots 48 and 49, and establishing a temporary turnaround between Lots 34 and 56. Councilman Carlile seconded the motion. The vote was unanimous in favor.

D. Amended Final Subdivision Plat: Lincoln Estates #4 Subdivision, 2900 West 10000 South Street, 7.7562 Acres, 17 Lots, Residential (R-2.5) Zone District. (Norman H. Bangerter)

Mr. Leetham stated that Lot 401 through 416 had been recorded. The area cross hatched has been added to the final recorded plat, which is the reason for the application. He said that he recommended approval.

Councilman Peck made a motion to approve the Amended Final Subdivision Plat: Lincoln Estates #4 Subdivision, 2900 West 1000 South Street, 7.7562 Acres, 17 Lots, Residential (R-2.5) Zone District by Norman H. Bangerter. Councilman Christensen seconded the motion. The vote was unanimous in favor.

E. Amended Final Site Plan: Denny's Restaurant, 10646 South 300 West Street, 1 Acre, Commercial-Freeway Frontage (C-FF) Zone District. (Ken Cutler)

Mr. Leetham stated that they had a request from Denny's Restaurant to amend their landscaping plan, and explained those changes in the plan. He said that Planning Commission had denied this application by a unanimous vote. Kevin Romph had abstained from voting. Mr. Leetham stated that he concurred with the Planning Commission and recommended denial of the proposed change.

Councilman Peck made a motion to deny the Amended Final Site Plan: Denny's Restaurant, 10646 South 300 West Street, 1 Acre, Commercial-Freeway Frontage (C-FF) Zone District by Ken Cutler. Councilman Christensen seconded the motion. The vote was unanimous denial.

VII. INFORMATIONAL ITEMS AND OTHER BUSINESS

Mayor Hutchings stated that the Utah League of Cities and Towns was to be held in St. George on April 6 & 7.

Mayor Hutchings stated that there was a special COG meeting on April 4, at Camp Williams. Mayor Hutchings and Councilman Carlile stated that they would be attending. Fire Chief Whatcott stated that the first part of the meeting was in conjunction with the regular COG meeting. He explained that they were going to have an open discussion on disaster plans and earthquake preparedness, in conjunction with all the City Mayors and their staff. Chief Whatcott stated that the others attending from staff would be John Parker, Steve Bowen and himself.

A. Calendaring Items.
   1. Set Date for Retreat on Economic Development.

The Governing Body discussed possible dates for the Retreat on Economic Devêlopment. Administrator Millheim suggested that they meet on a Saturday morning. The date of April 15, 1995 was chosen at approximately 11:00 a.m. till 2:00. Administrator Millheim stated that on or before that date he would provide an outline.

B. Bill Approval.

Councilman Carlile made a motion to approve the bills. Councilman Hofhines seconded the motion. The vote was unanimous in favor.

C. Comments from Mayor and Members of the City Council.

Mayor Hutchings stated that he had no further comment.

D. City Administrator's Report.

Administrator Millheim stated that he was pleased to be here and to be part of the team. He said that he is excited at Council's willingness to try new things. Administrator Millheim recognized Planning Director Ken Leetham, who has been a real asset to the City, Steve Bowen who has covered as the Public Works Director, and Gary Whatcott the Fire Chief.

Councilman Carlile made a motion to close the session to discuss Personnel and Property Acquisition.

The meeting closed at 9:00 p.m.

VIII. **CLOSED SESSION**

A. Personnel.
B. Property Acquisition.

WHEN RECORDED MAIL TO:
South Jordan City
11175 South Redwood Road
South Jordan, UT 84065

8.00

4937470
05 JULY 90 04:22 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SUPERIOR TITLE
REC BY: D DANGERFIELD , DEPUTY

QUIT CLAIM DEED

Salt Lake County

4937470

The STATE OF UTAH, by and through the UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND RECREATION, of the State of Utah, by its duly appointed and qualified Director, Grantor, of Salt Lake City, in the County of Salt Lake, State of Utah, hereby QUIT CLAIMS to South Jordan City Corporation, a political division of the State of Utah, Grantee, with offices at 11175 South Redwood Road, South Jordan, County of Salt Lake, State of Utah 84065, for the sum of Ten Dollars, and other good and valuable considerations, all its right, title and interest in and to the following described tract of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in the Southeast quarter (1/4) of Section 11, Township 3 South, Range 1 West, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at an existing fence corner being North 2137.24 feet and East 789.95 feet from the Salt Lake County Monument marking the South quarter (1/4) corner of said Section 11, said fence corner also being North 2161.38 feet and East 3428.11 feet from the Southwest corner of said Section 11; basis of bearing being North 0°11'43" West 2315.49 feet from the monument at said South quarter (1/4) corner to the monument at the witness corner of the center quarter (1/4) corner of said Section 11 as shown in that survey by Bingham Engineering for South Jordan City dated October, 1989; thence along an old existing fence line the following three courses and distances: 1) North 25°16'30" West 111.10 feet; 2) North 36°43'43" West 82.52 feet; 3) North 38°17'18" West 70.11 feet; thence North 48°40'40" West 46.52 feet to the extension of an existing East-West fence; thence North 77°50'50" East (Deed N78°E) 285.96 feet to the top of the West Bank of the Jordan River; thence along the top of the West Bank of said Jordan River the following five courses and distances, more or less; 1) South 30°54'00" East 584.88 feet; 2) South 42°00'00" East 140.00 feet to a point on the arc of a 1800.00 foot curve to the left; 3) thence along the arc of said 1800.00 foot curve to the left 691.15 feet (the chord of which bears South 53°00'00" East 686.91 feet), having a central angle of 22°00'00"; 4) South 64°00'00" East 205.00 feet; 5) South 50°29'35" East 94.50 feet to the extension of an old existing fence in a brush line to the West; thence along said old fence North 89°43'50" West 1521.00 feet to a point being West 3.3 feet from an existing fence intersection with a fence to the North; thence leaving said old fence North 18°34'26" East (Deed 18°43'36" East) 107.71 feet to an existing Southeast fence corner; thence North 20°06'00" East 113.40 feet to an existing fence corner at the intersection of an East-West fence and a fence from the North; thence North 28°12'30" East 122.20 feet along an existing fence to a fence corner; thence leaving said fence North 25°07'15" East 115.00 feet to

Continued on page 2

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a steel post; thence South 89°27'15" East (Deed South 89°18'05" East) 156.00 feet to a tall wood post; thence North 0°09'10" West (Deed North) 214.69 feet; thence North 89°27'15" West (Deed North 89°18'05" West) 251.10 feet to a point 0.21 feet East of a rebar with aluminum cap set by the Utah Department of Transportation; thence North 27°28'50" East (Deed North 27°38' East) 119.61 feet; thence North 89°27'15" West 12.00 feet; thence North 7°03'50" East (Deed North 7°13' East) 113.05 feet to an old existing East-West fence line; thence South 86°20'00" East (Deed South 86°47' East) 75.66 feet to the point of beginning, containing 16.66 acres, more or less.

This property is conveyed to the Grantee for public recreational purposes. Should said property cease to be used by the grantee for the above mentioned purpose, the title thereto shall automatically revert to Utah Division of Parks and Recreation.

The Grantor hereby reserves all oil, gas, geothermal resources, coal, and all other mineral rights which are appurtenant to said land with the understanding that the Grantor reserves no surface occupancy or access rights with regard to the exploration for or extraction of the minerals or mineral estate.

IN WITNESS WHEREOF, the said DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND RECREATION has caused this instrument to be executed this 28th day of June, A.D., 1990.

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

UTAH DEPARTMENT OF NATURAL RESOURCES

By _____
Executive Director

DIVISION OF PARKS AND RECREATION

By _____
Director

APPROVED DEPARTMENT OF FINANCE

By _____
Director

On the date first above written personally appeared before me, Jerry A. Miller, who by me duly sworn did say that he is the Director of the Division of Parks and Recreation, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND RECREATION.

My Commission Expires _____

_____
Notary Public

NOTARY PUBLIC
LANA H. HADLOCK
STATE OF UTAH

BK6234PG1529

SOUTH JORDAN CITY
City Council Report

Council Meeting Date: 11/18/2003

Issue: South Valley Sewer District – Acquisition of Land for Sewer Treatment Facility

Submitted By: Ricky A. Horst

Agenda Item No. VII. A.

- Staff Recommendation (Motion Ready): Set a public hearing for December 2, 2003 and schedule the decision to follow the public hearing. Authorize the Planning Staff and Planning Commission to proceed with their review process noting that any approvals on a potential site plan are subject to public review and are pending based on the determination of the City Council and/or courts as to the disposition of the land.

BACKGROUND: The South Valley Sewer District made a presentation to the City Council on November 4, 2003 wherein they express their desire to locate a sewer treatment facility within the jurisdiction of South Jordan City. They are scheduled to appear again on November 18, 2003 to further present their findings and to readdress issues rose by the City Council during the November 4th presentation.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The SVSD has disclosed findings that support the proposition of locating a treatment facility within South Jordan City. Bowen Collins and Associates, Ken Spiers, Project Engineer base findings on the study results as presented.
- The SVSD has disclosed that the property required to facilitate the treatment facility is owned by the City of South Jordan. In the event that such property was privately owned, SVSD could have acquired the property without any consideration by SJC.
- The SVSD disclosed their desire to acquire the property previously in closed session under the protections of public disclosure laws concerning real property discussion. Now released is a letter dated July 31, 2003 where in the SVSD states their desire to acquire the property in question and seeks support of the City in a friendly condemnation of the property. That have herein stated, "The District has no choice but to take those steps necessary in order to acquire the property. Please be advised that it is the present intention of the District Board of Trustees to condemn the property if the same cannot be obtained by purchase from South Jordan City." The SVSD derives its powers of eminent domain from statute. Section 78-34-1 of the Utah Code Annotated provides that the right of eminent domain may be exercised for a variety of public uses. Subsection (9) of the aforesaid section further provides the right to condemn for sewer services and facilities.
- The issue of land acquisition is the only issue before the City Council. Issues of public opinion, public hearings, permitting, and other such requirements rest with the SVSD and other state and federal agencies providing oversight to such issues.

- Currently, should the SVSD acquire the property in question, the City reserves the right to address issues of architecture, access road, support utilities, etc…
- Recently, the Metro Water District sought to acquire property within the City of Draper for a water treatment facility. Draper choice to fight condemnation efforts and lost in the courts. As a result of this action, the Legislature sought to adopt new language that would granted such entities as water and sewer districts the right to site facilities while limiting significantly the local governments rights to govern any and all actions inclusive of design, architecture, etc…
- SVSD has submitted an appraisal of the property in question, which has been valued at $1,640,000. SJC has received an Earnest Money Sales Agreement and $1,000.00 in earnest money.
- The SVSD has submitted site plans to the Planning Office for presentation to the Planning Commission on November 25, 2003. Such uses are permissible within the City, but fall under a conditional use permit process. The SVSD has submitted their site plan as apart of their due diligence process. The Planning Commission is not charged with the disposition of the land in question. Such planning and review process should continue so that staff and the Planning Commission can be made well aware of all issues with the benefit of public comment. This information will be valuable in the deliberation process the City Council must undertake in review of the request before them.

Conclusions:

- The City Council must have time to validate the information they have received from the SVSD.
- Per City ordinance adopted this night, a public hearing must be scheduled if there is consideration of a purchase, sale, or trade, by common consent or condemnation.

Recommendations:

- Schedule and hold a public hearing for December 2, 2003. Authorize the Planning Staff and Planning Commission to proceed with the review process noting that any approvals on a potential site plan are subject to public review and are pending based on the determination of the City Council and/or courts as to the disposition of the land.

FISCAL IMPACT:

- $1,640,000 purchase price. If purchase is realized, proceeds are recommended be used to secure additional open space lands.
- $???? Host fees to cover the impact of having the facility within our community. Host fees should be negotiated should the facility move forward with proceeds supporting park and open space preservation and maintenance projects.

ALTERNATIVES:

- To fight condemnation proceedings.
- To agree to friendly condemnation proceedings and negotiated the best deal for the citizens of South Jordan.

- To agree to sale the property under the threat of condemnation, but avoid condemnation proceedings.

SUPPORT MATERIALS:

- Letter dated July 31, 2003 – South Valley Sewer District
- Letter dated May 9, 2003 – Mazuran & Hayes Law Offices
- Appraisal dated May 14, 2003 – J. Phillip Cook & Associates – Two-page summary.
- Earnest Money Sales Agreement
- Letter dated November 13, 2003

Approved as to Content: _____ Legal Review: _____
City Manager City Attorney

South Valley Sewer District
874 East 12400 South, P.O. Box 908 • Draper. Utah 84020
Phone 571-1166 • Fax 571-5339

July 31, 2003

Hand Deliver

Ricky Horst
South Jordan City Manager
11175 South Redwood Road
South Jordan, UT 84095

Dear Ricky:

As we have recently informed you, the South Valley Sewer District has explored various possible sites for the purpose of locating a sewage treatment plant to serve the District, including the Daybreak project presently being planned and developed in South Jordan City. In order to meet the needs of South Jordan City residents as well as other residents in the District, we believe that it is necessary to acquire an appropriate site which will allow gravity flow to the new treatment plant. After careful evaluation, it appears that the best site for the new sewage treatment plant is on the South Jordan property located next to the river which we have discussed with you previously.

The District has no choice but to take those steps necessary in order to acquire this property. Please be advised that it is the present intention of the District Board of Trustees to condemn the property if the same cannot be obtained by purchase from South Jordan City. We would hope that we can negotiate the purchase of the property and avoid condemnation litigation.

Sincerely,

Craig White
District Manager

LAW OFFICES
MAZURAN & HAYES, P.C.
A PROFESSIONAL CORPORATION
2118 EAST 3900 SOUTH · SUITE 300
SALT LAKE CITY, UTAH 84124-1725

MICHAEL I. MAZURAN
MICHAEL Z. HAYES
LISA G. ROMNEY
TODD J. GODFREY

TELEPHONE (801) 272-8998
FACSIMILE (801) 272-1551

May 9, 2003

W. Paul Thompson
South Jordan City Attorney
11175 South Redwood Road
South Jordan, UT 84095

Re: *Condemnation of Real Property by South Valley Sewer District*

Dear Paul:

I am writing this letter to you at the request of Mayor Kent Money, who also serves as a Trustee on the Board of Trustees of the South Valley Sewer District. The purpose of this letter is to confirm that the Sewer District has the authority to condemn real property owned by South Jordan City, in the event a determination is made that such a taking is necessary to serve a lawful public purpose.

Like the City, the Sewer District derives its powers of eminent domain from statute. Section 78-34-1 of the *Utah Code Annotated* provides that the right of eminent domain may be exercised for a variety of public uses, including all public uses authorized by the Legislature. Subsection (9) of the aforesaid section further provides the right to condemn for sewer service and facilities. The Legislature has specifically granted powers to the District under Section 17A-2-312 of the *Utah Code Annotated* which empower the District to exercise all powers of eminent domain which are possessed by counties in Utah.

Section 78-34-2 provides that fee simple title may be condemned for public buildings or grounds as well as permanent buildings. Obviously, this would include wastewater reclamation facilities.

Finally, Section 78-34-3 provides that property which may be taken under the eminent domain chapter includes lands belonging to cities which is not appropriated to some public use or, in the case where such property has been so appropriated, the property may still be taken for a more necessary public use than that to which the land has already been appropriated.

Based upon all of the foregoing, it is my opinion that the South Valley Sewer District has the right to condemn real property owned by South Jordan City at an appropriate location for the purpose of providing wastewater reclamation facilities to serve the citizens of South Jordan City as well as the District. While the Sewer District has the power of condemnation, the District would prefer to

purchase any needed land from the City rather than putting both of the parties to the time and expense of a condemnation action.

Very truly yours,

Michael J. Mazuran

MJM:hg
cc: Craig White

COMPLETE APPRAISAL
SUMMARY REPORT

40.00 ACRES OF VACANT LAND
OWNED BY
SOUTH JORDAN CITY

Located at approximately
752 West 10074 South
South Jordan, Utah

PREPARED FOR:

MAZURAN & HAYES, P.C.
Mr. Michael J. Mazuran
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124-1725

FILE NUMBER 03-05-32MJ

EFFECTIVE APPRAISAL DATE:
May 14, 2003

J. PHILIP COOK & ASSOCIATES

REAL ESTATE APPRAISERS/ADVISORS

J. PHILIP COOK, MAI, CRE
DARRIN W. LIDDELL, MAI, CCIM
RICHARD F. SCHETTLER
DAVID M. ANDERSON
RICHARD C. SLOAN
DAVID L. CHILD
COREY COOK

MICHELE E. JAKOB, MAI
VIRGINIA H. HYLTON
TROY A. LUNT
GREGORY R. BESS
JEFFREY S. ALLEN
KAMMIE L. LEFEVRE
CARL DIETZ

May 30, 2003

Mr. Michael J. Mazuran
Mazuran & Hayes, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124-1725

Re: Complete Appraisal - Summary Report: A total taking of property owned by South Jordan City, located at approximately 752 West 10074 South, South Jordan, Utah.

Dear Mr. Mazuran:

At your request, we have prepared an appraisal addressing market value of the fee simple estate of the above-referenced property. The function of the report is to assist in negotiating the purchase of the property, or to assist in condemnation proceedings, if necessary.

As a complete appraisal - summary report, this presents only summary discussion of the data, reasoning, and analyses that are used in the appraisal process to develop an opinion of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The report conforms with Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation as well as the Appraisal Guidelines of the Appraisal Institute.

As appraisals completed for eminent domain purposes require certain treatment inconsistent with USPAP, the jurisdictional exception has been invoked. This applies to the reporting of an exposure period, required under USPAP, but not applicable for an eminent domain action.

5107 SOUTH 900 EAST, SUITE 200 ▼ SALT LAKE CITY, UTAH 84117
TELEPHONE: 801-281-4600 ▼ FAX: 801-281-4601 ▼ E-MAIL: jpc&associates@jpc.biz.com

A total taking is proposed. For total takings, only a before value is completed.

Available market data have been carefully considered and analyzed. As supported in this report, we are of the opinion market value of the fee taking, as of May 14, 2003, is:

ONE MILLION SIX HUNDRED FORTY THOUSAND DOLLARS
($1,640,000)

The value estimate is subject to assumptions and limiting conditions contained in the report, and on the following assumptions.

1. Based on discussions with Mr. Steve Jensen, of the Salt Lake County Public Works Engineering Division, and based on review of the Jordan River Wetlands Advance Identification Study, dated 1985, approximately 20 percent of the tract, or ±8.00 acres, is considered to be potential wetlands. An attempt was made to obtain a Delineation Survey from South Jordan City. The South Jordan City Manager's and Engineer's offices were unaware of any studies that may have been completed detailing wetlands areas on the subject site. Review of a Delineation Survey is necessary prior to development of the site.

We trust this is sufficient to accomplish its intended function. Please call if we can be of further assistance.

Sincerely,

J. Philip Cook, MAI, CRE

Utah State-Certified General Appraiser
Certificate CG37068 Expires 06-30-05

Michele E. Jakob, MAI

Utah State-Certified General Appraiser
Certificate CG49945 Expires 07-31-03

Earnest Money Sales Agreement

Legend Yes (X) No (0)

This is a legally binding contract. Read both front and back carefully before signing.

EARNEST MONEY RECEIPT

DATE: June 30, 2003

The undersigned Buyer South Valley Sewer District, a political subdivision of the State of Utah hereby deposits with ~~Agent/Exclusive Company~~ Sell as EARNEST MONEY, the amount of One Thousand and no/100 Dollars ($ 1,000.00), in the form of a check which shall be deposited in accordance with applicable State Law.

Received by: _____

~~Agent/Exclusive Company~~

OFFER TO PURCHASE

1. **PROPERTY DESCRIPTION.** The above stated EARNEST MONEY is given to secure and apply on the purchase of the property situated at approx. 752 West 10074 South in the City of South Jordan County of Salt Lake Utah, subject to any restrictive covenants, zoning regulations, utility or other easements or rights of way, government patents or state deeds of record approved by Buyer in accordance with Section 4. Said property is more particularly described as: 40 acres of vacant land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

CHECK APPLICABLE BOXES:

☐ **IMPROVED REAL PROPERTY** ☐ Commercial ☐ Residential ☐ Other _____

☒ **UNIMPROVED REAL PROPERTY** ☐ Vacant Lot ☒ Vacant Acreage ☐ Other _____

(a) **Included Items.** Unless excluded below, this sale shall *include* all fixtures and any of the following items if presently attached to the property: plumbing, heating, air-conditioning and ventilating fixtures and equipment, water heater, built-in appliances, light fixtures and bulbs, bathroom fixtures, curtains and draperies and rods, window and door screens, storm doors, window blinds, awnings, installed television antenna, wall-to-wall carpets, water softener, automatic garage door opener and transmitter(s), fencing, trees and shrubs. The following personal property shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: None

(b) **Excluded Items.** The following items are specifically *excluded* from this sale: None

(c) **Connections:** Seller represents that the above property is connected to: ☐ public sewer; ☐ septic tank; ☐ municipal water; ☐ well; ☐ natural gas; ☐ irrigation water/secondary system; ☐ other sanitary system (specify): _____

(d) **Utilities, Improvements, and Other Rights.** The property presently has or is served by the following: ☒ public water main; ☐ well; ☐ water stub in; ☒ sewer main; ☐ private water main; ☐ gas main; ☐ electric distribution line; ☐ gas distribution line; ☐ telephone; ☐ ingress and egress by private easement; ☐ dedicated road; ☐ crops; ☐ sidewalk; ☐ curb & gutter; ☐ water rights, specify _____; ☐ mineral rights, specify _____; ☐ other, specify _____

(e) **Survey.** A certified survey ☒ shall be furnished at the expense of Buyer prior to closing. ☐ shall not be furnished.

(f) **Buyer Inspection.** Buyer has made a visual inspection of the property and subject to Section (d) above accepts it in its present physical condition, except: See Exhibit "B" attached hereto and by this reference made a part hereof.

2. **PURCHASE PRICE AND FINANCING.** The total purchase price for the property is One Million Six Hundred Forty Thousand and no/100 Dollars ($ 1,640,000.00) which shall be paid as follows:

$ 1,000 which represents the aforedescribed EARNEST MONEY DEPOSIT.

$ 1,639,000 representing the approximate balance of CASH DOWN PAYMENT at closing.

$ _____ representing the approximate balance of an existing mortgage, trust deed note, real estate contract or other encumbrance to be assumed by Buyer, which obligation bears interest at _____% per annum with monthly payments of $ _____ which includes: ☐ principal; ☐ interest; ☐ taxes; ☐ insurance.

$ _____ representing the approximate balance of an additional existing mortgage, trust deed note, real estate contract or other encumbrance to be assumed by Buyer, which obligation bears interest at _____% per annum with monthly payments of $ _____ which includes: ☐ principal; ☐ interest; ☐ taxes; ☐ insurance.

$ _____ representing balance, if any, including refinancing, to be paid as follows: _____

$1,640,000 TOTAL PURCHASE PRICE

If outside financing is required, Buyer agrees to use best efforts to procure same and this offer is made subject to Buyer qualifying for and lending institution granting said loan. Buyer agrees to make application for said loan within N/A days after Seller's acceptance of this Agreement, at an interest rate not to exceed N/A %. Buyer further agrees to obtain a written commitment for said loan, and if the commitment is not obtained within a reasonable time, this Agreement is voidable at the option of Seller.

N/A N/A

shall apply.

3. **CONDITION AND CONVEYANCE OF TITLE.** Seller represents that Seller ☒ holds title to the property in fee simple ☐ is purchasing the property under a real estate contract. Transfer of Seller's ownership interest shall be made as set forth in Paragraph N. Seller agrees to furnish good and marketable title to the property, subject to encumbrances and exceptions noted herein, evidenced by ☒ a current policy of title insurance in the amount of purchase price ☐ an abstract of title brought current, with an attorney's opinion (See Paragraph I).

4. **INSPECTION OF TITLE.** Within 30 days after acceptance of this offer, Seller shall provide Buyer with either a commitment for title insurance or an abstract of title brought current with an attorney's opinion. Buyer shall have a period of 30 days after receipt thereof to examine and accept. If Buyer does not accept, Buyer shall mail written notice thereof, by certified mail, return receipt requested, within the prescribed time period. Thereafter, Seller shall be required, through escrow at closing, to cure the defect(s) to which Buyer has objected. If said defect(s) is not curable through an escrow agreement at closing, this Agreement shall be null and void at the option of the Buyer, and all monies received herewith shall be returned to the respective parties.

5. **VESTING OF TITLE.** Title shall vest in Buyer as follows: South Valley Sewer District

6. **SELLER WARRANTIES.** Seller warrants that: (a) Seller has received no claim nor notice of any building or zoning violation concerning the property which has not or will not be remedied prior to closing; (b) all obligations against the property including taxes, assessments, mortgages, liens or other encumbrances of any nature shall be brought current on or before closing; ~~[illegible]~~ see Exhibit "C" attached hereto and by this reference made a part hereof.

7. **SPECIAL CONSIDERATIONS AND CONTINGENCIES.** This offer is made subject to the following special conditions and/or contingencies which must be satisfied prior to closing: see Exhibit "B" attached hereto and by this reference made a part hereof.

8. **CLOSING OF SALE.** This Agreement shall be closed on or before ~~[illegible]~~ December 1, 2003 ~~xx~~ at a reasonable location to be designated by Seller, subject to Paragraph K on the reverse side hereof. Upon demand, Buyer and Seller shall deposit with the Escrow Closing Office all documents necessary to complete the purchase in accordance with this Agreement. Prorations set forth in Paragraph L on reverse side, shall be made as of ☐ date of possession ☒ date of closing ☐ other _____

9. **POSSESSION.** Seller shall deliver possession to Buyer on ~~[illegible]~~ December 1, 2003 unless extended by mutual agreement of parties.

10. **GENERAL PROVISIONS.** Unless otherwise indicated above, the General Provisions on the reverse side hereof are incorporated into this Agreement by reference.

11. **AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE.** Buyer offers to purchase the property on the above terms and conditions. Seller shall have until 5:00 (~~AM~~/PM) July 16, 2003 ~~xx~~, to accept this offer. Unless accepted, this offer shall lapse and the Agent shall return the EARNEST MONEY to the Buyer.

DATE June 30, 2003

SIGNATURE OF BUYER

South Valley Sewer District

By: Wayne H. Ballard

Chairman, Board of Trustees

CHECK ONE

ACCEPTANCE OF OFFER TO PURCHASE

☐ Seller hereby ACCEPTS the foregoing offer on the terms and conditions specified above.

COUNTER OFFER

☐ Seller hereby accepts the foregoing offer SUBJECT TO the exceptions or modifications or specified in the attached Addendum and presents said COUNTER OFFER for Buyer's acceptance.

DATE _____

TIME _____ (AM-PM)

SIGNATURE OF SELLER

REJECTION

☐ Seller hereby REJECTS the foregoing offer. _____ (Seller's Initials)

AGREEMENT TO PAY REAL ESTATE COMMISSION

NOT APPLICABLE. NO REAL ESTATE COMMISSIONS TO BE PAID BY EITHER PARTY.

CHECK ONE

~~☐ This property is listed by _____ Listing Agent/Broker Company,~~ and a real estate commission shall be paid in accordance with the Sales Agency Agreement. The Selling Agent/Broker Company is _____.

☐ _____ Listing and Selling Agent/Broker Company has been authorized to offer this property for sale and Seller agrees to pay a real estate commission of _____ as consideration for its efforts in procuring Buyer. Said commission shall be payable at closing or upon Seller's default on this Agreement, whichever occurs first. The amount or due date thereof cannot be changed without the prior consent of the Listing and Selling Agent/Broker Company.

DATE _____

SIGNATURE OF SELLER

This form has been approved by the Utah Real Estate Commission.

South Valley Sewer District
874 East 12400 South, P.O. Box 908 • Draper, Utah 84020
Phone 571-1166 • Fax 571-5339

November 13, 2003

Hand Delivered

Ricky A. Horst
South Jordan City Manager
1600 West Town Center Drive
South Jordan, UT 84095

Re: *South Valley Sewer District Offer to Purchase Real Property from South Jordan City*

Dear Mr. Horst:

On or about June 30, 2003, the South Valley Sewer District submitted a written Earnest Money Sales Agreement to purchase approximately 40 acres of real property from South Jordan City which is located in the river bottoms. By its terms that Earnest Money Sales Agreement expired at 5:00 p.m. on July 16, 2003 inasmuch as South Jordan City did not accept the offer by that time. The District hereby withdraws that offer and is pleased to submit to the City a new, revised Earnest Money Sales Agreement dated November 13, 2003.

The District hereby requests that you submit the District's new offer to the Mayor and City Council of South Jordan City for their consideration and action within the times set forth in the new Earnest Money Sales Agreement. We look forward to working with the City in consummating this transaction and in providing a needed wastewater treatment facility on the property.

Sincerely,

Wayne H Ballard

Wayne H. Ballard
Chairman, Board of Trustees

Cc: Craig White

SOUTH JORDAN CITY
10996 SOUTH REDWOOD ROAD
SOUTH JORDAN, UT 84095
TEL: (801) 254-1404 FAX: (801) 253-0617

This is a: ☐ Rezoning Application ☒ Conditional Use Permit Application Concept Plan
☐ Board of Adjustment Application ☐ General Plan Amendment Application Site Plan Application

Addendum sheets attached ☒ Yes ☐ No Phone: 571-1176

Name and Telephone: South Valley Sewer Dis Fax: 571-5339	Application #:
Street: 824 East 12400 South	Receipt & Amount: No fee
City, State, Zip: Draper, Utah 84020	Zone: A-5
Agent: ~~Craig White, General Manager~~	Date Received: 10/31/03
Name and Telephone: same Fax:	If Zoning or Plan Amendment Request:
City, State, Zip:	From: To:

Legal Description/Property Address & Sidwell Number: approx. 800 West 10200 South

Tax ID No. 27-14-226-019
27-14-226-020
27-14-226-021
27-14-226-022
27-11-476-019
27-11-476-025

Total Area (Acres or SF) 40 acres

1. What use is proposed? The District proposes to construct a regional water reclamation facility to serve South Jordan and other communities within the District. This new facility will assure that there is adequate capacity to serve the rapidly growing population of the area. The facility will employ state of the art technology to provide cost effective and environmentally sensitive treatment. The facility will also provide the opportunity for more economical treated water for secondary water systems.

2. In what way does the proposal recognize the City Master Plan? The proposed facility is allowed as a conditional use (public facilities)under the A-5 Zone.

3. What is the estimated development schedule?

Design work: 2004
Construction: 2005-2006
Begin operation: 2007

Jordan River
UP&L CORRIDOR
Sec. 11
10000 South
7566446
B
7139929
A
UP&L CORRIDOR
REMNANT GALENA CANAL
Sec. 14

9

WHEN RECORDED, MAIL TO:

Grantee
11175 South Redwood Road
South Jordan Utah 84095

7566446
02/01/2000 11:30 AM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: ZJM, DEPUTY - WI 3 P.

Space Above for Recorder's Use

7566446

Warranty Deed

MARGIE P. THOMAS and RETA P. MCKEE, grantor,

of Salt Lake City, County of Salt Lake, State of Utah,

hereby CONVEY and WARRANT to SOUTH JORDAN CITY

, grantee,

of Salt Lake City, County of Salt Lake, State of Utah,

for the sum of TEN AND NO/100----------DOLLARS,
and other good and valuable considerations

the following described tract of land in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

TOGETHER WITH any water rights on existing springs and/or wells which may affect said property.

27-11-476-025

WITNESS the hand of said grantor, this 24th day of January, 20 00.

Signed in the presence of

Margie P. Thomas
MARGIE P. THOMAS

Reta P. McKee
RETA P. MCKEE

STATE OF UTAH
COUNTY OF Salt Lake } ss.

On the 24th day of January, 2000, personally appeared before me MARGIE P. THOMAS and RETA P. MCKEE, the signers of the above instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Jeffrey R. Merrill
6985 Union Park Ctr. 185
Midvale, Utah 84047
My Commission Expires
May 8, 2002
STATE OF UTAH

Notary Public

My Commission Expires:

Residing at:

MT-49232

BK8339PG6513

EXHIBIT "A"

BEGINNING AT A POINT WHICH IS NORTH 0°11′14" WEST 220.12 FEET AND SOUTH 89°25′20" EAST 1962.63 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°43′53" WEST 695.31 FEET; THENCE NORTH 08°40′42" WEST 389.91 FEET; THENCE NORTH 89°16′07" EAST 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO. 4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYOR'S OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID JORDAN RIVER PARKWAY THE FOLLOWING FIVE COURSES: SOUTH 55°38′37" EAST 194.64 FEET; THENCE SOUTH 08°39′00" EAST 30.88 FEET; THENCE SOUTH 55°38′37" EAST 123.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°45′07" A DISTANCE OF 145.51 FEET TO A POINT OF TANGENCY, THENCE SOUTH 31°53′30" EAST 912.51 FEET; THENCE NORTH 89°25′20" WEST 797.66 FEET TO THE POINT OF BEGINNING.

BK8339P0651 4

ow No.488384JW
N RECORDED, MAIL TO:
Jordan City
Attention: Gary Chandler
11175 South Redwood Road
South Jordan, Utah 84095

7139929
11/02/98 2:24 PM 14.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY:R FRESQUES ,DEPUTY - WI

Space above this line for recorder's use

SPECIAL WARRANTY DEED

7139929

Dale L. Palmer, Kay P. Graham, Glen J. Palmer and National Note of Utah, L.C., as Grantor of Salt Lake County, State of Utah hereby CONVEYS AND WARRANTS against all claiming by, through or under to South Jordan City, a Utah municipal corporation, Grantee of Salt Lake County, State of Utah, for the sum of TEN DOLLARS and other good and valuable consideration the following described property situated in the County of Salt Lake, State of Utah, to wit:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SUBJECT TO all easements, covenants, restrictions, rights of way and reservations appearing of record, and taxes for the year 1998, and thereafter.

Dated this 23 day of October, 1998.

27-14-226-019
27-14-226-020
27-14-226-021
27-14-226-022
27-11-476-019

Attorney Sig

Dale L. Palmer by Glen J. Palmer
Glen J. Palmer, Attorney in Fact for
DALE L. PALMER

Kay P. Graham
KAY P. GRAHAM

Glen J. Palmer
GLEN J. PALMER

NATIONAL NOTE OF UTAH, L.C.

By: Wayne L. Palmer
Its: Managing Member

STATE OF UTAH)

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

On the 23 day of October, 1998, personally appeared before me KAY P. GRAHAM the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

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

On the 23 day of October, 1998, personally appeared before me GLEN J. PALMER the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

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

On the 23 day of October 1998, personally appeared before me Wayne L. Palmer who being by me duly sworn did say that is the Managing Member of National Note of Utah, L.C., 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 the said Wayne L. Palmer duly acknowledged to me that said Limited Liability Company executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

EXHIBIT "A"

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 49°40'45" West 14.05 feet; thence North 28°07'00" West 145.56 feet; thence South 89°25'20" East 1548.89 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following three courses: South 31°53'30" East (South 31°09'37" East per Deed) 148.71 feet to a point of curvature thence along the arc of a 316.00 foot radius curve to the right through a central angle of 25°18'18" a distance of 139.56 feet to a point of tangency; thence South 06°35'12" East 569.16 feet to a point on an existing old established fence line; thence Westerly along said old established fence line the following fourteen courses: South 89°27'27" West 11.03 feet; thence North 88°01'07" West 65.32 feet; thence North 88°12'27" West 150.00 feet; thence North 87°52'06" West 73.09 feet; thence South 89°34'03" West 47.95 feet; thence North 87°57'11" West 49.13 feet; thence North 88°56'49" West 99.83 feet; thence North 89°03'14" West 107.39 feet; thence North 88°59'37" West 251.22 feet; thence North 88°42'05" West 236.52 feet; thence North 89°31'41" West 140.87 feet; thence North 89°15'47" West 113.12 feet; thence South 88°55'33" West 75.56 feet; thence South 88°13'36" West 119.91 feet; thence leaving said fence line North 05°46'00" East 431.70 feet; thence North 02°40'30" West 39.86 feet; thence North 17°36'15" West 55.70 feet; thence North 33°31'00" West 30.10 feet; thence North 43°38'45" West 181.25 feet to the point of beginning.

BK8147PG2871

Mayor McMullin opened the public hearing. There was no comment. He closed the public hearing.

G. Consider A Resolution Appropriating $587,822 As An Operating Transfer From The General Fund To Capital Projects Fund And Appropriating The $587,822 Transfer In The Parks Projects Budget Of The Capital Projects Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

Mayor McMullin opened the public hearing. There was no comment. He closed the public hearing.

H. Consider A Resolution Appropriating $1,000 In The Police Department Budget Of The General Fund For The Purchase Of Bicycles. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

Mayor McMullin opened the public hearing. There was no comment. He closed the public hearing.

VII. SUMMARY ACTION CALENDAR

A. APPROVE Resolution Of The City Council Of The City Of South Jordan, Utah Appropriating $11,815.00 In The General Fund, $83,075.00 In The South Jordan Riverway Wildlife Enhancement Project Fund, $3,723,615.00 In The Capital Projects Fund, $7,922,944.00 In The Water Fund, And $299,925.00 In The Secondary Water Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

B. APPROVE South Jordan Parkway And Jordan Gateway Waterlines - Award Of Project And Approval Of Construction Contract (Bell Canyon Construction - $176,110.70)

C. APPROVE Intersection Traffic Signal, 11400 South 1300 West - Award Of Project And Approval Of Construction Contract (High Desert Contractor - $29,742.00)

D. APPROVE Final Condominium Plat For South Jordan Plaza Office Park Located At 1100 West South Jordan Parkway

E. APPROVE Palmer Property Purchase

F. APPROVE A Resolution Appropriating $500 In The Police Department Budget Of The General Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1998

G. APPROVE A Resolution Appropriating $550 In The Non Departmental Budget Of The General Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

H. APPROVE A Resolution Appropriating $587,822 As An Operating Transfer From The General Fund To Capital Projects Fund And Appropriating The $587,822 Transfer In The Parks Projects Budget Of The Capital Projects Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

I. APPROVE A Resolution Appropriating $1,000 In The Police Department Budget Of The General Fund For The Purchase Of Bicycles. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

Councilman Warne made a motion to approve the Summary Action Calendar. Councilwoman Liddiard seconded the motion. The vote was unanimous in favor, with Councilman Christensen absent.

VIII. SUMMARY ACTION ITEMS HELD OVER

There were none.

Councilman Criner made a motion to recess for 10 minutes. Councilman Warne seconded the motion. The vote was unanimous in favor, with Councilman Christensen absent.

IX. DISCUSSION/POTENTIAL ACTION ITEMS

A. Kent Pearce Fencing Issue

Mayor McMullin said they have reviewed the Ordinances for the City regarding collector street fencing.

Councilman Criner said based on the Ordinance, he can't support granting a variance on this issue. He feels they would be setting a bad precedence.

Councilman Criner made a motion to deny the request of Mr. Pearce. Councilwoman Liddiard seconded the motion.

Mayor McMullin said they have looked at the situation and have comments from others which they have required to follow the Ordinance.

Councilman Warne said there are 8 fencing alternatives that Mr. Pearce has to choose from.

SOUTH JORDAN CITY
REQUEST FOR CITY COUNCIL CONSIDERATION

To: Honorable Mayor and City Council

From: Gary Chandler

Date: October 20, 1998

Subject: Palmer Property Purchase

Recommendation:

The city council review and approve the attached Sale and Purchase Agreement and Easement Agreements for the purchase of the Palmer property.

Background:

The attached documents represent the final documents for the purchase of the Palmer property. Wayne Palmer is currently gathering the signatures and we expect to have them at the time of the council meeting. Also attached is the commitment for title insurance. We have reminded the title company that the agreements required coverage on the right-of-way. We have also requested additional information on item 17 where there is some language about a right-of-way created in 1901. These items will be cleared up prior to closing.

Respectfully submitted,

Gary R. Chandler
City Administrator

REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of October, 1998, by and between Glen J. Palmer and Nola Palmer, his wife, Dale Palmer and Iris Palmer, his wife, Don Graham and Kay P. Graham, his wife, and Pedigree Properties, L.L.C., a Utah Limited Liability Company, hereinafter jointly and severally referred to as "Seller", and South Jordan City, a Utah municipal corporation, hereinafter referred to as "Buyer".

RECITALS:

A. Seller is the owner of approximately 27.987 acres of real property consisting of vacant land located at approximately 10500 South and 600 West, South Jordan City, Utah, which real property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). Seller is also causing a 50 foot wide right of way and access easement to be granted to Buyer, which right of way is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Right of Way").

B. Seller is desirous of selling the Property together with the Right of Way to Buyer and Buyer desires to purchase the Property from Seller, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the 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. Sale and Purchase Price. Seller does hereby sell and Buyer does hereby purchase the Property described in Exhibit "A" together with the Right of Way described in Exhibit "B" for the total purchase price of One Million One Hundred Seventy-Five Thousand Six Hundred Forty-Four Dollars and Thirty-Nine Cents ($1,175,644.39) payable by Buyer to Seller in lawful money of the United States in accordance with all of the provisions of this Agreement including the following:

a. Five Hundred Eighty-Seven Thousand Eight Hundred Twenty-Two Dollars and Twenty Cents ($587,822.20) on the Closing Date;

b. The balance of Five Hundred Eighty-Seven Thousand Eight Hundred Twenty-Two Dollars and Nineteen Cents ($587,822.19) shall be paid on or before one (1) year from the Closing Date. No interest shall be charged or paid if the purchase price is timely paid. Interest may be charged on any late payment(s) from and after the due date for such payment at the rate of 8% per annum.

2. Closing and Conveyance. The following provisions shall govern the closing of this transaction.

a. The sale and purchase of the Property and Right of Way shall be closed at the offices of First American Title Company at 330 East 400 South, Salt Lake City, Utah, ("Closing Agent") on or before October ____, 1998 ("Closing Date").

b. Owner's Obligations at Closing. On or before the Closing Date, the Seller shall deliver to the Closing Agent a satisfactory special warranty deed covering the Property duly executed and acknowledged in recordable form conveying to Buyer fee simple to the Property and an easement in satisfactory form granting and conveying the Right of Way to Buyer together with any other documents required by the Closing Agent.

c. Buyer's Obligations at Closing. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Closing Agent Buyer's check in the amount Buyer is obligated to pay on the Closing Date pursuant to the terms of this Agreement together with any other documents required by the Closing Agent which are necessary to close this transaction. Buyer shall also deliver or cause to be delivered to the Closing Agent a trust deed on the Property to be recorded following recordation of Seller's warranty deed granting Seller a security interest in the Property until the obligations set forth herein are completed by Buyer.

d. Escrow Fees and Other Costs. Costs of title insurance and all real property taxes against the Property and Right of Way for 1997 and prior years as well as any greenbelt taxes shall be borne by the Seller. General property taxes for 1998 shall be prorated as of the Closing Date. Buyer shall pay the recording costs for the warranty

deed and trust deed. All other escrow fees and other costs of the Closing Agent shall be borne equally between Seller and Buyer.

e. Closing Agent Obligations. The Closing Agent is instructed as follows:

(1) Prepare closing statements for execution by Seller and Buyer in accordance with the terms of this Agreement.

(2) Collect all funds to be received from the parties at closing and disburse and pay the same to the parties in accordance with the terms of this Agreement and approved on the closing statements.

(3) Collect various instruments and documents and information to be provided by the parties as set forth herein and record documents where necessary in proper sequence and deliver the same to the respective parties as required to close this transaction in accordance with the terms of this Agreement.

3. Possession. Possession of the Property and Right of Way shall be delivered by Seller to Buyer upon the Closing Date. All taxes and assessments, except greenbelt taxes, assessed on the Property after the date of closing shall be paid by Buyer. Seller shall pay all taxes and assessments assessed on the Property and Right of Way, including all greenbelt taxes, prior to the date of Closing. Seller shall at Seller's expense furnish to Buyer a satisfactory owner's policy of title insurance in the amount of the purchase price to be issued through the Closing Agent.

4. Encumbrances. Seller agrees that the conveyance of the Property and Right of Way to Buyer shall be free and clear of all liens and encumbrances except those accepted by Buyer in writing. Seller shall create no liens or encumbrances on the Property and Right of Way after the date of this Agreement and hereby agrees to hold Buyer and its agents and officers harmless from any and all liens and encumbrances and any claims arising therefrom. Seller shall provide to Buyer a preliminary title report on the Property and Right of Way prepared by the Closing Agent within five (5) days from date of this Agreement. Prior to Closing, Buyer shall notify Seller in writing of any title objections.

Seller shall thereafter cure the defects to which Buyer has objected prior to Closing.

5. Future Development of Right of Way. Upon development of Seller's adjoining lands, Seller may propose a realignment of the Right of Way to the Property in order to align the Right of Way within a public street serving Seller's development. The City will approve such realignment upon finding the same to be reasonable and in the public interest. The City will install a field fence on the west side of the Right of Way at such time as the City actually commences use of the Right of Way.

6. Notices. Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

Seller:

Glen J. and Nola Palmer
17241 - 124th Avenue
Bothell, Washington 98011

Dale and Iris Palmer
141 Loveridge Circle
Pittsburg, California 94565

Don and Kay Graham
P.O. 267
Cowley, Wyoming 82420

Pedigree Properties, L.L.C.
A Utah Limited Liability Company
ATTN: Mont L. Palmer
1549 West 7800 South
West Jordan, Utah 84088

Buyer:

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

The Buyer and Seller may change their addresses by notice given as required above.

7. Broker Fees. Buyer and Seller represent that no brokers or real estate agents were used in this transaction and that no brokerage or real estate commissions or fees of any kind are owed.

8. Water Shares. In consideration for the Purchase Price stated herein above, Seller hereby further agrees to sell and transfer to Buyer at closing 25 shares in the South Jordan Irrigation Canal. Seller agrees to execute and deliver all documents and certificates necessary to convey and transfer the aforesaid water rights and interests to Buyer at closing.

9. Default. If either party shall fail to comply with the terms of this Agreement, the non-defaulting party shall send written notice and provide a reasonable opportunity to cure, but not less than thirty (30) days. If the default is not cured within the time allowed, the defaulting party agrees to pay all reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing its rights hereunder.

10. Survival. All the terms and conditions hereof and all instruments referred to herein and contemplated hereby shall survive closing and the transfer of title to Buyer and shall remain in full force and effect in accordance with their terms.

11. Time. It is agreed that time is of the essence of this Agreement.

12. Successors and Assigns. This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. Entire Agreement. This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement individually or by and through their duly authorized representatives.

"Buyer"
SOUTH JORDAN CITY

ATTEST:

_____
City Recorder

By: _____
Mayor

"Seller"

_____
Glen J. Palmer

_____
Nola Palmer

_____
Dale Palmer

_____
Iris Palmer

_____
Don Graham

_____
Kay P. Graham

Pedigree Properties, L.L.C.
A Utah Limited Liability Company

By: _____
Mont L. Palmer
Its: Managing Member

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

On the _____ day of October, 1998, personally appeared before me Dix McMullin, who being by me duly sworn, did say that he is the Mayor of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

_____ _____

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

On the _____ day of October, 1998, personally appeared before me Glen J. Palmer and Nola Palmer, the signers of the foregoing instrument who duly acknowledged that they executed the same.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

_____ _____

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

On the _____ day of October, 1998, personally appeared before me Dale Palmer and Iris Palmer, the signers of the foregoing instrument who duly acknowledged that they executed the same.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

_____ _____

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

On the _____ day of October, 1998, personally appeared before me Don Graham and Kay P. Graham, the signers of the foregoing instrument who duly acknowledged that they executed the same.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

_____ _____

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

On the _____ day of October, 1998, personally appeared before me Mont L. Palmer, who, being by me duly sworn did say that he is a member of Pedigree Properties, L.L.C., 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 he duly acknowledged to me that said Limited Liability Company executed the same.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

_____ _____

Exhibit "A"

PROPOSED PARCEL "2" (AS-SURVEYED)

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 70.43 FEET AND EAST 1290.15 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 49°40'45" WEST 14.05 FEET; THENCE NORTH 28°07'00" WEST 145.56 FEET; THENCE SOUTH 89°25'20" EAST 1548.89 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO. 4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYOR'S OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID JORDAN RIVER PARKWAY THE FOLLOWING THREE COURSES: SOUTH 31°53'30" EAST (SOUTH 31°09'37" EAST PER DEED) 148.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°18'18" A DISTANCE OF 139.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 06°35'12" EAST 569.16 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING FOURTEEN COURSES: SOUTH 89°27'27" WEST 11.03 FEET; THENCE NORTH 88°01'07" WEST 65.32 FEET; THENCE NORTH 88°12'27" WEST 150.00 FEET; THENCE NORTH 87°52'06" WEST 73.09 FEET; THENCE 89°34'03" WEST 47.95 FEET; THENCE NORTH 87°57'11" WEST 49.13 FEET; THENCE NORTH 88°56'49" WEST 99.83 FEET; THENCE NORTH 89°03'14" WEST 107.39 FEET; THENCE NORTH 88°59'37" WEST 251.22 FEET; THENCE NORTH 88°42'05" WEST 236.52 FEET; THENCE NORTH 89°31'41" WEST 140.87 FEET; THENCE NORTH 89°15'47" WEST 113.12 FEET; THENCE SOUTH 88°55'33" WEST 75.56 FEET; THENCE SOUTH 88°13'36" WEST 119.91 FEET; THENCE LEAVING SAID FENCE LINE NORTH 05°46'00" EAST 431.70 FEET; THENCE NORTH 02°40'30" WEST 39.86 FEET; THENCE NORTH 17°36'15" WEST 55.70 FEET; THENCE NORTH 33°31'00" WEST 30.10 FEET; THENCE NORTH 43°38'45" WEST 181.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 27.987 ACRES.

EXHIBIT "B"

EASEMENT

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors hereby grant, convey, sell, and set over unto South Jordan City, a Utah municipal corporation, as Grantee, its successors and assigns, a perpetual right-of-way and access easement for ingress and egress to Grantee's properties, said right-of-way and access easement being situate in Salt Lake County, State of Utah, over and through a parcel of Grantors' land, which easement is more particularly described as follows:

> See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND HOLD the same unto said Grantee, its successors and assigns, perpetually with right of ingress and egress in said Grantee, its officers, employees, agents, contractors, designees and assigns to traverse and to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace an access road and other public improvements therein. During construction periods, Grantee and its contractors may use such portions of the Grantors' property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of the access road and public improvements. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantee will install or cause to be installed, a field fence on the west side of the right-of-way and easement at such time as Grantee actually commences use of the right-of-way and easement. Grantors shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the access road and public improvements, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of any heirs, representatives, successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement this _____ day of October, 1998.

_____	_____
Margie P. Thomas	Walter V. Palmer
_____	_____
Reta P. McKee	Sharon H. Palmer

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

On the _____ day of October, 1998, personally appeared before me Margie P. Thomas, Reta P. McKee, Walter V. Palmer and Sharon H. Palmer, the signers of the above instrument who duly acknowledged to me they executed the same.

_____
Notary Public

Residing In: My Commission Expires:

_____ _____

Exhibit "A"

PROPOSED 50 FOOT RIGHT-OF-WAY EASEMENT(PALMER)

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 220.12 FEET AND SOUTH 89°25'20" EAST 2383.60 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, NORTH 22°36'57" WEST 902.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 236.07 FEET TO A PONT OF TANGENCY; THENCE NORTH 49°40'01" WEST 6.12 FEET; THENCE NORTH 08°40'42" WEST 59.89 FEET TO THE NORTH LINE OF GRANTOR'S PROPERTY; THENCE NORTH 89°16'07" EAST ALONG SAID NORTH LINE 16.32 FEET; THENCE SOUTH 49°40'01" EAST 39.01 FEET TO A POINT OF CURVATURE THENCE SOUTHEASTERLY ALONG THE ARC OF A 550 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 259.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22°36'57" EAST 923.83 FEET, THENCE NORTH 89°25'20" WEST 54.40 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

EASEMENT

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors hereby grant, convey, sell, and set over unto South Jordan City, a Utah municipal corporation, as Grantee, its successors and assigns, a perpetual right-of-way and access easement for ingress and egress to Grantee's properties, said right-of-way and access easement being situate in Salt Lake County, State of Utah, over and through a parcel of Grantors' land, which easement is more particularly described as follows:

> See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND HOLD the same unto said Grantee, its successors and assigns, perpetually with right of ingress and egress in said Grantee, its officers, employees, agents, contractors, designees and assigns to traverse and to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace an access road and other public improvements therein. During construction periods, Grantee and its contractors may use such portions of the Grantors' property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of the access road and public improvements. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantors shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the access road and public improvements, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of any heirs, representatives, successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement this _____ day of October, 1998.

_____	_____
Marguerite J. Wright, as Trustee of the Marguerite J. Wright Family Living Trust, executed August 4, 1994	Eldred G. Wright, as Trustee of the Eldred G. Wright Family Living Trust, executed August 4, 1994

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

On the _____ day of October, 1998, personally appeared before me Marguerite J. Wright, who being duly sworn, did say that she is the Trustee of the Marguerite J. Wright Family Living Trust, who duly acknowledged to me that she executed the same on behalf of said Trust.

_____
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

_____

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

On the _____ day of October, 1998, personally appeared before me Eldred G. Wright, who being duly sworn, did say that he is the Trustee of the Eldred G. Wright Family Living Trust, who duly acknowledged to me that he executed the same on behalf of said Trust.

_____
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

_____

Exhibit "A"

PROPOSED RIGHT-OF-WAY EASEMENT (WRIGHT)

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 220.12 FEET AND SOUTH 89°25'20" EAST 2393.60 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, NORTH 22°38'57" WEST 902.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 236.07 FEET TO A PONT OF TANGENCY; THENCE NORTH 49°40'01" WEST 6.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE 49°40'01" WEST 90.29 FEET TO THE NORTH LINE OF GRANTOR'S PROPERTY; THENCE NORTH 88°15'07" EAST ALONG SAID NORTH LINE 59.79 FEET; THENCE SOUTH 08°40'42" EAST 59.89 FEET TO THE POINT OF BEGINNING.

Form No. 1343 (Utah) - 90
ALTA Plain Language Commitment

COMMITMENT FOR TITLE INSURANCE

COMMITMENT NO. 488384

ISSUED BY

First American Title Insurance Company Utah Division

330 EAST FOURTH SOUTH • SALT LAKE CITY, UTAH 84111
PHONE (801) 363-5861

SOUTH JORDAN CITY c/o
FIRST AMERICAN TITLE COMPANY
330 EAST FOURTH SOUTH
SALT LAKE CITY, UTAH 84111

ATTN: Julie Wright

RE: PROPOSED OWNER/APPLICANT: SOUTH JORDAN CITY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24, 1968 CALIFORNIA

BY Parker S. Kennedy PRESIDENT

ATTEST Mark R. Arneson SECRETARY

BY Barbara Miller COUNTERSIGNED

Form No. 1344-A (1982)
ALTA Plain Language Commitment

SCHEDULE A

ORDER/REFERENCE NO.: 488384 AMENDED

ESCROW/CLOSING INQUIRIES concerning your closing should be directed to your Escrow Officer:
Julie Wright, (801) 536-3201. Located at 338 East 400 South, Salt Lake City, Utah 84111.

TITLE INQUIRIES concerning this Commitment should be directed to your Title Officer:
Barbara Miller, (801) 536-3195 Located at 338 East 400 South, Salt Lake City, Utah 84111.

1. Effective Date: September 28, 1998 at 5:00 P.M.

2. Policy or Policies to be issued: PREMIUM

   (a) [X] ALTA Plain Language Owner's Policy $1,235,000.00 $3,420.00
   Proposed Insured:

   SOUTH JORDAN CITY

   (b) [] ALTA Loan Policy $ $
   Proposed Insured:

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is, at the effective date hereof, vested in:

   DALE G. PALMER - AS TO PARCEL H,
   More particularly described as follows:

   Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 90.0 feet and East 3929.05 feet from the Southwest corner of said Section 11; and running thence North 49°40'45" West 14.05 feet; thence North 28°07'00" West 145.56 feet; thence South 89° 25'20" East 1644.63 feet; thence South 25°23'06" East 134.06 feet; thence South 12°50'50" East 81.04 feet; thence North 89°25'20" West 1580.54 feet; thence North 43° 38'45" West 87.3 feet to the point of

ORDER NO. 488384

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beginning.

Less the following described property:

A parcel of land in fee, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 11, the Southwest quarter of the Southwest quarter of Section 12 and in the Northwest quarter of the Northwest quarter of Section 13, all in Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the Southwesterly bank of the Jordan River at a point 1255.69 feet North and 518.97 feet West from the Southeast corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence West 47.71 feet; thence South 7° 56'49" East 93.82 feet; thence South 54°54'44" East 166.90 feet to a point of tangency with a 351.00 foot radius curve to the right; thence Southeasterly 145.51 feet along the arc of said curve; thence South 31° 09'37" East 1061.22 feet to a point of tangency with a 316.00 foot radius curve to the right; thence Southerly 139.56 feet along the arc of said 316.00 foot radius curve; thence South 5°51'19" East 575.52 feet; thence South 89°14'00" East 96.64 feet to the Westerly bank of said river; thence Northerly and Northwesterly along said bank the following five (5) courses: North 5°51'19" West 586.66 feet to a point of tangency with a 412.00 foot radius curve to the left; thence Northerly and Northwesterly 181.96 feet along the arc of said 412.00 foot radius curve; thence North 31°09'37" West 1061.22 feet to a point of tangency with a 447.00 foot radius curve to the left; thence Northwesterly 185.30 feet along the arc of said 447.00 foot radius curve; thence North 54°54'44" West 191.89 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah State Parks and Recreation.

AND

KAY P. GRAHAM - AS TO PARCEL C
More particularly described as follows:

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet and South 43°38'45" East 87.3 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 90.0 feet and East 3929.05 feet and South 43°38'45" East 87.3 feet from the Southwest corner of said Section 11; and running thence South 89°25'20" East 1580.54 feet; thence South 12°50'50" East 217.96 feet; thence North 89°25'20" West 1530.74 feet; thence North 05°46'00" East 27.15 feet; thence North 02°40'30" West 39.86 feet; thence North 17°36'15" West 55.70 feet; thence North 33°31'00" West 30.10 feet; thence North 43°38'45" West 93.95 feet to the point of beginning.

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Less the following described property:

A parcel of land in fee, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 11, the Southwest quarter of the Southwest quarter of Section 12, and in the Northwest quarter of the Northwest quarter of Section 13, all in Township 3, South Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the Southwesterly bank of the Jordan River at a point 1255.69 feet North and 518.97 feet West from the Southeast corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence West 47.71 feet; thence South 7° 56'49" East 93.82 feet; thence South 54°54'44" East 166.90 feet to a point of tangency with a 351.00 foot radius curve to the right; thence Southeasterly 145.51 feet along the arc of said curve; thence South 31° 09'37" East 1061.22 feet to a point of tangency with a 316.00 foot radius curve to the right; thence Southerly 139.56 feet along the arc of said 316.00 foot radius curve; thence South 5°51'19" East 575.52 feet; thence South 89°14'00" East 96.64 feet to the Westerly bank of said river; thence Northerly and Northwesterly along said bank the following five (5) courses: North 5°51'19" West 586.66 feet to a point of tangency with a 412.00 foot radius curve to the left; thence Northerly and Northwesterly 181.96 feet along the arc of said 412.00 foot radius curve; thence North 31°09'37" West 1061.22 feet to a point of tangency with a 447.00 foot radius curve to the left; thence Northwesterly 185.30 feet along the arc of said 447.00 foot radius curve; thence North 54°54'44" West 191.89 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah State Parks and Recreation.

AND

GLEN J. PALMER - AS TO PARCEL E
More particularly described as follows:

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet and South 43°38'45" East 181.25 feet and South 33°31'00" East 30.10 feet and South 17°36'15" East 55.70 feet and South 02°40'30" East 39.86 feet and South 05°46'00" West 27.15 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 90.0 feet and East 3929.05 feet and South 43°38'45" East 181.25 feet and South 33°31'00" East 30.10 feet and South 17°26'15" East 55.70 feet and South 2°40'30" East 39.86 feet and South 05°46'00" West 27.15 feet from the Southwest corner of said Section 11; and running thence South 89°25'20" East 1530.74 feet; thence South 12°50'50" East 117.37 feet; thence South 5°47'50" East 94.2 feet thence North 89°25'20" West 1587.32 feet; thence North 5°46'00" East 208.64 feet to the point of beginning.

Less the following described property:

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A parcel of land in fee, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 11, the Southwest quarter of the Southwest quarter of Section 12 and in the Northwest quarter of the Northwest quarter of Section 13, all in Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the Southwesterly bank of the Jordan River at a point 1255.69 feet North and 518.97 feet West from the Southeast corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence West 47.71 feet; thence South 7° 56'49" East 93.82 feet; thence South 54°54'44" East 166.90 feet to a point of tangency with a 351.00 foot radius curve to the right; thence Southeasterly 145.51 feet along the arc of said curve; thence South 31° 09'37" East 1061.22 feet to a point of tangency with a 316.00 foot radius curve to the right; thence Southerly 139.56 feet along the arc of said 316.00 foot radius curve; thence South 5°51'19" East 575.52 feet; thence South 89°14'00" East 96.64 feet to the Westerly bank of said river; thence Northerly and Northwesterly along said bank the following five (5) courses: North 5°51'19" West 586.66 feet to a point of tangency with a 412.00 foot radius curve to the left; thence Northerly and Northwesterly 181.96 feet along the arc of said 412.00 foot radius curve; thence North 31°09'37" West 1061.22 feet to a point of tangency with a 447.00 foot radius curve to the left; thence Northwesterly 185.30 feet along the arc of said 447.00 foot radius curve; thence North 54°54'44" West 191.89 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah State Parks and Recreation.

AND

PEDIGREE PROPERTIES, LC., a Utah limited liability company,
AS TO PARCEL F,
More particularly described as follows:

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet and South 43°38'45" East 181.25 feet and South 33°31'00" East 30.10 feet and South 17°36'15" East 55.70 feet and South 2°40'30" East 39.86 feet and South 5°45'00" West 235.79 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 90.0 feet and East 3929.05 feet and South 43°38'45" East 181.25 feet and South 33°31'00" East 30.10 feet and South 17°36'15" East 55.70 feet, and South 2°40'30" East 39.86 feet, and South 5°46'00" West 235.79 feet form the Southwest corner of said Section 11; and running thence South 89°25'20" East 1587.32 feet; thence South 5°47'50" East 207.80 feet to a fence line; thence North 89°06'19" West along said fence line 1629.17 feet; thence North 5°46'00" East 198.31 feet to the point of beginning.

Less the following described property:

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A parcel of land in fee, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 11, the Southwest quarter of the Southwest quarter of Section 12 and in the Northwest quarter of the Northwest quarter of Section 13, all in Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the Southwesterly bank of the Jordan River at a point 1255.69 feet North and 518.97 feet West from the Southeast corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence West 47.71 feet; thence South 7° 56'49" East 93.82 feet; thence South 54°54'44" East 166.90 feet to a point of tangency with a 351.00 foot radius curve to the right; thence Southeasterly 145.51 feet along the arc of said curve; thence South 31° 09'37" East 1061.22 feet to a point of tangency with a 316.00 foot radius curve to the right; thence Southerly 139.56 feet along the arc of said 316.00 foot radius curve; thence South 5°51'19" East 575.52 feet; thence South 89°14'00" East 96.64 feet to the Westerly bank of said river; thence Northerly and Northwesterly along said bank the following five (5) courses: North 5°51'19" West 586.66 feet to a point of tangency with a 412.00 foot radius curve to the left; thence Northerly and Northwesterly 181.96 feet along the arc of said 412.00 foot radius curve; thence North 31°09'37" West 1061.22 feet to a point of tangency with a 447.00 foot radius curve to the left; thence Northwesterly 185.30 feet along the arc of said 447.00 foot radius curve; thence North 54°54'44" West 191.89 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah State Parks and Recreation.

4. The land referred to in this commitment is situated in the County of SALT LAKE, State of Utah, and is described as follows:

SEE ATTACHED DESCRIPTION

Form No. 1344-A (1982)
ALTA Plain Language Commitment

ORDER NO. 488384

DESCRIPTION

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 49°40'45" West 14.05 feet; thence North 28°07'00" West 145.56 feet; thence South 89°25'20" East 1548.89 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following three courses: South 31°53'30" East (South 31°09'37" East per Deed) 148.71 feet to a point of curvature thence along the arc of a 316.00 foot radius curve to the right through a central angle of 25°18'18" a distance of 139.56 feet to a point of tangency; thence South 06°35'12" East 569.16 feet to a point on an existing old established fence line; thence Westerly along said old established fence line the following fourteen courses: South 89°27'27" West 11.03 feet; thence North 88°01'07" West 65.32 feet; thence North 88°12'27" West 150.00 feet; thence North 87°52'06" West 73.09 feet; thence South 89°34'03" West 47.95 feet; thence North 87°57'11" West 49.13 feet; thence North 88°56'49" West 99.83 feet; thence North 89°03'14" West 107.39 feet; thence North 88°59'37" West 251.22 feet; thence North 88°42'05" West 236.52 feet; thence North 89°31'41" West 140.87 feet; thence North 89°15'47" West 113.12 feet; thence South 88°55'33" West 75.56 feet; thence South 88°13'36" West 119.91 feet; thence leaving said fence line North 05°46'00" East 431.70 feet; thence North 02°40'30" West 39.86 feet; thence North 17°36'15" West 55.70 feet; thence North 33°31'00" West 30.10 feet; thence North 43°38'45" West 181.25 feet to the point of beginning.

Form No. 1344-A (1982)
ALTA Plain Language Commitment

ORDER NO. 488384

SCHEDULE B - Section 1

REQUIREMENTS

The following are the requirements to be complied with:

(A) Pay the agreed amounts for the interest in the land and/or the mortgage or deed of trust to be insured.

(B) Pay us the premiums, fees and charges for the policy. In the event the transaction, for which this commitment is furnished, cancels the minimum cancellation fee will be $200.00.

(C) Documents satisfactory to us creating the interest in the land and/or the mortgage or deed of trust to be insured must be signed, delivered and recorded.

(D) You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(E) Release(s) or reconveyance(s) of Item(s) None.

(F) Other:

1) Release Item Nos. 9 and 10.

2) Pay any fees due on Item Nos. 11 and 12.

3) Provide Insurer with a copy of the Limited Liability Partnership Agreement for Pedigree Properties together with all Amendments thereto.

ORDER NO. 488384

Form No. 1344-A (1982)
ALTA Plain Language Commitment

SCHEDULE B - Section 2

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easements or encumbrances which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

8. (Affects Parcel H)
Taxes for the year 1998 now a lien, not yet due. Tax ID No. 27-11-476-019-0000.

1997 general property taxes were paid in the amount of $15.96.

(Affects Parcel C)
Taxes for the year 1998 now a lien, not yet due. Tax ID No. 27-14-226-019-0000.

1997 general property taxes were paid.

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(Affects Parcel E)
Taxes for the year 1998 now a lien, not yet due. Tax ID No. 27-14-226-020-0000.

1997 general property taxes were paid.

(Affects Parcel F)
Taxes for the year 1998 now a lien, not yet due. Tax ID No. 27-14-226-021-0000.

1997 general property taxes were paid.

9. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded February 24, 1976 as Entry No. 2788401 in Book 4114 at page 344 of Official Records.

(Affects Parcel H)
Withdrawal of Application Farmland dated June 8, 1998, recorded June 8, 1998 as Entry No. 6987147 in Book 8000 at page 2103 of Official Records.

(Affects Parcels C, E and F)
Withdrawal of Application Farmland dated June 8, 1998, recorded June 8, 1998 as Entry No. 6987144 in Book 8000 at page 2100 of Official Records.

10. (Affects Parcel H)
The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application for Assessment and Taxation of Agricultural Land, recorded June 24, 1998 as Entry No. 7006997 in Book 8016 at page 2965 of Official Records.

11. Said property is included within the boundaries of Salt Lake County Sewerage Improvement District No. 1 and is subject to the charges and assessments thereof. For current status of the account call: 571-1166.

12. Said property is included within the incorporated city limits of South Jordan City, and is subject to any special assessments for improvements or services as may be therein provided. For information and status on accounts call: 254-3742.

13. (Affects Parcels C, E, and F)
A perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and telephone circuits of the

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Grantee and 4 guy anchors and 2 poles, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto, as granted to Utah Power and Light Company, as recorded March 6, 1957 as Entry No. 1528463 in Book 1394 at Page 535 of Official Records, being more particularly described as follows:
Beginning at the North boundary line fence of the Grantor's land at a point 945 feet West, more or less, from the Southeast corner of Section 11, Township 3 South, Range 1 West, Salt Lake Meridian; thence South 13°51' East 1557.6 feet to the South boundary line fence of said land and being in Lot 7 of said Section 11, and the Northeast quarter of the Northeast quarter of Section 14, Township and Range aforesaid.

14. (Affects All Parcels and other property)
A perpetual easement and right of way as granted for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms braces and other attachments affixed thereto for the support of said circuits on, over and across a tract of land described as follows:

Beginning at the North boundary line fence of the Grantor's land at a point 565 feet South and 535 feet West, more or less, from the Northeast corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 13°51' East 771 feet; thence South 5°12' West 18 feet to the South boundary line fence of said land and being in the East half of the Northeast quarter of said Section 14.

Said Easement granted to Utah Power and Light Company and recorded March 3, 1957 as Entry No. 1528452 in Book 1394 at Page 524 of Official Records.

15. (Affects All Parcels)
Easement and Right of Way as granted to Salt Lake County Sewerage Improvement District No. 1 for the purpose of digging a trench along said right of way, and to lay, maintain, operate, repair, remove or replace main pipe line for transportation through and across the Grantor's land and premises, as recorded August 21, 1989 as Entry No. 4813060 in Book 6152 at Page 1207 of Official Records, more particularly described as follows:

Beginning on the South line of grantor's property at a point lying Southerly 637.1 feet and West 42.3 feet, more or less, from the Northeast corner of said Section 14; and running thence North 10°29'22" West 709.3 feet; thence North 22°38'34" West 832.0 feet; thence North 57°12'51" West 20 feet, more or less, to the West line of Grantor's property.

16. (Affects Parcel H)
Easement and Right of Way as granted to Salt Lake County Sewerage Improvement District No. 1 for the purpose of digging a trench along

said right of way, an to lay, maintain, operate, repair, remove or replace main pipe line for transportation through and across the Grantor's land and premises, as recorded August 21, 1989 as Entry No. 4013061 in Book 6152 at Page 1210 of Official Records, more particularly described as follows:

An easement thirty (30.0) feet wide, being fifteen (15.0) feet on each side of and laying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning on the West line of the Salt Lake County Sewerage Improvement District No. 1 easement for the Jordan River Interceptor, said point lying Westerly along the South line of Section 11, 165.2 feet and North 10°29'22" West along the centerline of said easement 63.2 feet and South 89°24'37" West 15.2 feet, more or less, from the Southeast corner of said Section 11; and running thence South 89°24'37" West 1168.9 feet, more or less, to the West line of Grantor's property.

17. (Affects Parcels C, E, and F and other property)
Right of Way created by that certain Confirmation of Report of Commissioner, dated February 15, 1901, recorded April 23, 1909 as Entry No. 248770, in Book 6T, at Page 87 of Official Records, which reads in part as follows;

"All of the estate premises herein distributed without exception is subject to a perpetual right of way over the same particularly described as follows:

Commencing 118.8 feet North and about 3654.9 feet, more or less, East from the Northwest corner of said Section 14; thence running South bearing a little East 125 feet; thence East bearing a little South about 700 feet; thence North 216 feet; thence East 1268.8 feet, more or less, to the Jordan River; thence North one rod; thence West 1268.8 feet; thence South 216 feet; thence West bearing North 700 feet; thence North bearing West 125 feet, more or less, to a point 16.5 feet East of the point of beginning; thence West 16.5 feet to the point of beginning".

18. (Affects Parcels C, E and F)
Reserving to Grantors, their successors and assigns, the right to cross over said premises for ingress and egress to adjoining premises owned by Grantors; provided such right shall be limited to those areas not occupied by poles, towers or similar improvements placed on premises by Power Company, as disclosed by that Warranty Deed dated December 10, 1965 as Entry No. 2130713 in Book 2409 at Page 13 of Official Records.

19. The interest, if any, of the State of Utah, or other claming by, through or under it, to any portion of the property lying within the current and/or historic river bed of the Jordan River.

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20. There appears no apparent access to the subject property by either public roadway of right-of-way.

21. Any wetlands or flood plain issues which may affect said property.

* * *

The name(s) of: **DALE G. PALMER, KAY P. GRAHAM, GLEN J. PALMER AND PEDIGREE PROPERTIES, LC., a Utah limited liability company,** have been checked for judgments and if any were found, would be shown herein.

NOTE: The policy (ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured (s):

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

* * *

KP\07-22-98 /AS 10-6-98 AMD
488384c.7

FAX COVER SHEET

NATIONAL NOTE OF UTAH, LC
1549 WEST 7800 SOUTH
WEST JORDAN, UT 84088

(801) 566-7337
(800) 718-6683
(801) 568-7001 FAX

DATE: October 20, 1998

TO: Gary Chandler

Fax # 254-3393

FROM: Wayne Palmer

Number of Pages Including Cover _8_

If you have a problem receiving all pages of this fax, please call the number listed above.

Christy Negrette,
Assistant to Wayne L. Palmer

EASEMENT

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors hereby grant, convey, sell, and set over unto South Jordan City, a Utah municipal corporation, as Grantee, its successors and assigns, a perpetual right-of-way and access easement for ingress and egress to Grantee's properties, said right-of-way and access easement being situate in Salt Lake County, State of Utah, over and through a parcel of Grantors' land, which easement is more particularly described as follows:

> See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND HOLD the same unto said Grantee, its successors and assigns, perpetually with right of ingress and egress in said Grantee, its officers, employees, agents, contractors, designees and assigns to traverse and to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace an access road and other public improvements therein. During construction periods, Grantee and its contractors may use such portions of the Grantors' property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of the access road and public improvements. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantee will install or cause to be installed, a field fence on the west side of the right-of-way and easement at such time as Grantee actually commences use of the right-of-way and easement. Grantors shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the access road and public improvements, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of any heirs, representatives, successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement this 13 day of October, 1998.

Marguerite J. Wright

Marguerite J. Wright, as Trustee of the Marguerite J. Wright Family Living Trust, executed August 4, 1994

Eldred G. Wright

Eldred G. Wright, as Trustee of the Eldred G. Wright Family Living Trust, executed August 4, 1994

f:\70\wright (easement)

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

On the 13th day of October, 1998, personally appeared before me Marguerite J. Wright, who being duly sworn, did say that she is the Trustee of the Marguerite J. Wright Family Living Trust, who duly acknowledged to me that she executed the same on behalf of said Trust.

J. Palmer
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

10-4-99

NOTARY PUBLIC
J. PALMER
1849 West 7800 South
West Jordan, Utah 84088
My Commission Expires: 10-4-99
State of Utah

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

On the 13th day of October, 1998, personally appeared before me Eldred G. Wright, who being duly sworn, did say that he is the Trustee of the Eldred G. Wright Family Living Trust, who duly acknowledged to me that he executed the same on behalf of said Trust.

J. Palmer
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

10-4-99

NOTARY PUBLIC
J. PAL[illegible]
1849 West [illegible] South
[illegible] Jordan,
[illegible]
[illegible]

f:\70\wright (easement)

Exhibit "A"

PROPOSED RIGHT-OF-WAY EASEMENT (WRIGHT)

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 220.12 FEET AND SOUTH 89°25'20" EAST 2393.60 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, NORTH 22°36'57" WEST 902.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 236.07 FEET TO A PONT OF TANGENCY; THENCE NORTH 49°40'01" WEST 6.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE 49°40'01" WEST 90.29 FEET TO THE NORTH LINE OF GRANTOR'S PROPERTY; THENCE NORTH 89°16'07" EAST ALONG SAID NORTH LINE 59.79 FEET; THENCE SOUTH 06°40'42" EAST 59.89 FEET TO THE POINT OF BEGINNING.

EASEMENT

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors hereby grant, convey, sell, and set over unto South Jordan City, a Utah municipal corporation, as Grantee, its successors and assigns, a perpetual right-of-way and access easement for ingress and egress to Grantee's properties, said right-of-way and access easement being situate in Salt Lake County, State of Utah, over and through a parcel of Grantors' land, which easement is more particularly described as follows:

> See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND HOLD the same unto said Grantee, its successors and assigns, perpetually with right of ingress and egress in said Grantee, its officers, employees, agents, contractors, designees and assigns to traverse and to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace an access road and other public improvements therein. During construction periods, Grantee and its contractors may use such portions of the Grantors' property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of the access road and public improvements. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantee will install or cause to be installed, a field fence on the west side of the right-of-way and easement at such time as Grantee actually commences use of the right-of-way and easement. Grantee shall also install one gate in the fence at a location mutually agreeable to Grantors and Grantee. Grantors shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the access road and public improvements, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of any heirs, representatives, successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

Grantors hereby further agree to provide at no cost to Grantee an additional right-of-way and access easement across Grantors' properties from 1000 West to Grantee's property at such time as Grantors develop or improve their property.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement this _____ day of October, 1998.

Margie P. Thomas
Margie P. Thomas

Walter V. Palmer
Walter V. Palmer

Reta P. McKee
Reta P. McKee

Sharon H. Palmer
Sharon H. Palmer

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

On the 13th day of October, 1998, personally appeared before me Margie P. Thomas, Reta P. McKee, Walter V. Palmer and Sharon H. Palmer, the signers of the above instrument who duly acknowledged to me they executed the same.

J. Palmer
Notary Public

Residing In:
Salt Lake County

My Commission Expires:
10-4-99

NOTARY PUBLIC
J. PALMER
9849 West 7800 South
West Jordan, Utah 84088
My Commission Expires: 10-4-99
State of Utah

f:\70\palmer (easement2)

Exhibit "A"

PROPOSED 50 FOOT RIGHT-OF-WAY EASEMENT(PALMER)

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 220.12 FEET AND SOUTH 89°25'20" EAST 2383.60 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, NORTH 22°36'57" WEST 902.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 236.07 FEET TO A PONT OF TANGENCY; THENCE NORTH 49°40'01" WEST 6.12 FEET; THENCE NORTH 08°40'42" WEST 59.89 FEET TO THE NORTH LINE OF GRANTOR'S PROPERTY; THENCE NORTH 89°16'07" EAST ALONG SAID NORTH LINE 16.32 FEET; THENCE SOUTH 49°40'01" EAST 39.01 FEET TO A POINT OF CURVATURE THENCE SOUTHEASTERLY ALONG THE ARC OF A 550 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 259.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22°36'57" EAST 923.83 FEET; THENCE NORTH 89°25'20" WEST 54.40 FEET TO THE POINT OF BEGINNING.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement individually or by and through their duly authorized representatives.

"Buyer"
SOUTH JORDAN CITY

ATTEST:

_____
City Recorder

By: _____
Mayor

"Seller"

Glen J. Palmer

Nola Palmer By Glen J. Palmer AIF

Dale L. Palmer By Glen J. Palmer AIF

Iris Palmer By Glen J. Palmer AIF

Don Graham AIF Glen J. Palmer

Kay P. Graham AIF Glen J. Palmer

National Note of Utah, LC
A Utah Limited Liability Company

By: _____
Wayne S. Palmer
Its: Managing Member

sj\agmts\palmer(real-estate-sale)

98-0065

REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 29 day of October, 1998, by and between Glen J. Palmer and Nola Palmer, his wife, Dale L. Palmer and Iris Palmer, his wife, Don Graham and Kay P. Graham, his wife, and National Note of Utah, LC, a Utah Limited Liability Company, hereinafter jointly and severally referred to as "Seller", and South Jordan City, a Utah municipal corporation, hereinafter referred to as "Buyer".

RECITALS:

A. Seller is the owner of approximately 27.987 acres of real property consisting of vacant land located at approximately 10100 South and 600 West, South Jordan City, Utah, which real property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). Seller is also causing a 50 foot wide right of way and access easement to be granted to Buyer, which right of way is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Right of Way").

B. Seller is desirous of selling the Property together with the Right of Way to Buyer and Buyer desires to purchase the Property from Seller, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the 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. Sale and Purchase Price. Seller does hereby sell and Buyer does hereby purchase the Property described in Exhibit "A" together with the Right of Way described in Exhibit "B" for the total purchase price of One Million One Hundred Seventy-Five Thousand Six Hundred Forty-Four Dollars and Thirty-Nine Cents ($1,175,644.39) payable by Buyer to Seller in lawful money of the United States in accordance with all of the provisions of this Agreement including the following:

a. Five Hundred Eighty-Seven Thousand Eight Hundred Twenty-Two Dollars and Twenty Cents ($587,822.20) on the Closing Date;

b. The balance of Five Hundred Eighty-Seven Thousand Eight Hundred Twenty-Two Dollars and Nineteen Cents ($587,822.19) shall be paid on or before one (1) year from the Closing Date. No interest shall be charged or paid if the purchase price is timely paid. Interest may be charged on any late payment(s) from and after the due date for such payment at the rate of 8% per annum.

2. Closing and Conveyance. The following provisions shall govern the closing of this transaction.

a. The sale and purchase of the Property and Right of Way shall be closed at the offices of First American Title Company at 330 East 400 South, Salt Lake City, Utah, ("Closing Agent") on or before October ____, 1998 ("Closing Date").

b. Owner's Obligations at Closing. On or before the Closing Date, the Seller shall deliver to the Closing Agent a satisfactory special warranty deed covering the Property duly executed and acknowledged in recordable form conveying to Buyer fee simple to the Property and an easement in satisfactory form granting and conveying the Right of Way to Buyer together with any other documents required by the Closing Agent.

c. Buyer's Obligations at Closing. On or before the Closing Date, Buyer shall deliver or cause to be delivered to the Closing Agent Buyer's check in the amount Buyer is obligated to pay on the Closing Date pursuant to the terms of this Agreement together with any other documents required by the Closing Agent which are necessary to close this transaction. Buyer shall also deliver or cause to be delivered to the Closing Agent a trust deed on the Property to be recorded following recordation of Seller's warranty deed granting Seller a security interest in the Property until the obligations set forth herein are completed by Buyer.

d. Escrow Fees and Other Costs. Costs of title insurance and all real property taxes against the Property and Right of Way for 1997 and prior years as well as any greenbelt taxes shall be borne by the Seller. General property taxes for 1998 shall be prorated as of the Closing Date. Buyer shall pay the recording costs for the warranty

deed and trust deed. All other escrow fees and other costs of the Closing Agent shall be borne equally between Seller and Buyer.

e. Closing Agent Obligations. The Closing Agent is instructed as follows:

(1) Prepare closing statements for execution by Seller and Buyer in accordance with the terms of this Agreement.

(2) Collect all funds to be received from the parties at closing and disburse and pay the same to the parties in accordance with the terms of this Agreement and approved on the closing statements.

(3) Collect various instruments and documents and information to be provided by the parties as set forth herein and record documents where necessary in proper sequence and deliver the same to the respective parties as required to close this transaction in accordance with the terms of this Agreement.

3. Possession. Possession of the Property and Right of Way shall be delivered by Seller to Buyer upon the Closing Date. All taxes and assessments, except greenbelt taxes, assessed on the Property after the date of closing shall be paid by Buyer. Seller shall pay all taxes and assessments assessed on the Property and Right of Way, including all greenbelt taxes, prior to the date of Closing. Seller shall at Seller's expense furnish to Buyer a satisfactory owner's policy of title insurance in the amount of the purchase price to be issued through the Closing Agent.

4. Encumbrances. Seller agrees that the conveyance of the Property and Right of Way to Buyer shall be free and clear of all liens and encumbrances except those accepted by Buyer in writing. Seller shall create no liens or encumbrances on the Property and Right of Way after the date of this Agreement and hereby agrees to hold Buyer and its agents and officers harmless from any and all liens and encumbrances and any claims arising therefrom. Seller shall provide to Buyer a preliminary title report on the Property and Right of Way prepared by the Closing Agent within five (5) days from date of this Agreement. Prior to Closing, Buyer shall notify Seller in writing of any title objections.

Seller shall thereafter cure the defects to which Buyer has objected prior to Closing.

5. Future Development of Right of Way. Upon development of Seller's adjoining lands, Seller may propose a realignment of the Right of Way to the Property in order to align the Right of Way within a public street serving Seller's development. The City will approve such realignment upon finding the same to be reasonable and in the public interest. The City will install a field fence on the west side of the Right of Way at such time as the City actually commences use of the Right of Way.

6. Notices. Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

Seller:

Glen J. and Nola Palmer
17241 - 124th Avenue
Bothell, Washington 98011

Dale L. and Iris Palmer
141 Loveridge Circle
Pittsburg, California 94565

Don and Kay P. Graham
P.O. 267
Cowley, Wyoming 82420

National Note of Utah, LC
A Utah Limited Liability Company
ATTN: Wayne L. Palmer
1549 West 7800 South
West Jordan, Utah 84088

Buyer:

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

The Buyer and Seller may change their addresses by notice given as required above.

7. Broker Fees. Buyer and Seller represent that no brokers or real estate agents were used in this transaction and that no brokerage or real estate commissions or fees of any kind are owed.

8. Water Shares. In consideration for the Purchase Price stated herein above, Seller hereby further agrees to sell and transfer to Buyer at closing 25 shares in the South Jordan Irrigation Canal. Seller agrees to execute and deliver all documents and certificates necessary to convey and transfer the aforesaid water rights and interests to Buyer at closing.

9. Default. If either party shall fail to comply with the terms of this Agreement, the non-defaulting party shall send written notice and provide a reasonable opportunity to cure, but not less than thirty (30) days. If the default is not cured within the time allowed, the defaulting party agrees to pay all reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing its rights hereunder.

10. Survival. All the terms and conditions hereof and all instruments referred to herein and contemplated hereby shall survive closing and the transfer of title to Buyer and shall remain in full force and effect in accordance with their terms.

11. Time. It is agreed that time is of the essence of this Agreement.

12. Successors and Assigns. This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. Entire Agreement. This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement individually or by and through their duly authorized representatives.

"Buyer"
SOUTH JORDAN CITY

ATTEST:

Sharlene Rekenen
City Recorder

By: Dixie H McMillan
Mayor

City of South Jordan
CORPORATE
Seal
State of Utah

"Seller"

Glen J. Palmer
Glen J. Palmer

Nola J. Palmer, By Glen J. Palmer Attorney in Fact
Nola Palmer

Dale L. Palmer, By Glen J. Palmer Attorney in Fact
Dale L. Palmer

Iris Palmer, By Glen J. Palmer Attorney in Fact
Iris Palmer

Don Graham
Don Graham

Kay P. Graham
Kay P. Graham

National Note of Utah, LC
A Utah Limited Liability Company

By: Wayne L. Palmer
Its: Managing Member

sj\agmts\palmer(real-estate-sale)

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

On the 23 day of October, 1998, personally appeared before me Dix McMullin, who being by me duly sworn, did say that he is the Mayor of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

My Commission Expires: 11-15-2000

Residing at: Salt Lake County

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

On the 22nd day of October, 1998, personally appeared before me Glen J. Palmer and Nola Palmer, the signers of the foregoing instrument who duly acknowledged that they executed the same.

NOTARY PUBLIC

My Commission Expires: 2/24/2001

Residing at:

NOTARY PUBLIC
RENEE GERBER
1549 W. 7800 So.
West Jordan, Utah 84088
COMMISSION EXPIRES
FEB. 24, 2001
STATE OF UTAH

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

On the _____ day of October, 1998, personally appeared before me Dale L. Palmer and Iris Palmer, the signers of the foregoing instrument who duly acknowledged that they executed the same.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

_____ _____

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

On the 22nd day of October, 1998, personally appeared before me Don Graham and Kay P. Graham, the signers of the foregoing instrument who duly acknowledged that they executed the same.

Renee Gerber
NOTARY PUBLIC

My Commission Expires: Residing at:

2/24/2001 _____

NOTARY PUBLIC
RENEE GERBER
1549 W. 7800 So.
West Jordan, Utah 84088
COMMISSION EXPIRES
FEB. 24, 2001
STATE OF UTAH

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

On the 22nd day of October, 1998, personally appeared before me Wayne L. Palmer, who, being by me duly sworn did say that he is the managing member of National Note of Utah, LC, 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 he duly acknowledged to me that said Limited Liability Company executed the same.

Renee Gerber
NOTARY PUBLIC

My Commission Expires:

2/24/2001

Residing at:

NOTARY PUBLIC
RENEE GERBER
1549 W. 7800 So.
West Jordan, Utah 84088
COMMISSION EXPIRES
FEB. 24, 2001
STATE OF UTAH

Exhibit "A"

PROPOSED PARCEL "2" (AS-SURVEYED)

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 70.43 FEET AND EAST 1290.15 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 49°40'45" WEST 14.05 FEET; THENCE NORTH 28°07'00" WEST 145.56 FEET; THENCE SOUTH 89°25'20" EAST 1548.89 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO. 4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYOR'S OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID JORDAN RIVER PARKWAY THE FOLLOWING THREE COURSES: SOUTH 31°53'30" EAST (SOUTH 31°09'37" EAST PER DEED) 148.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°18'18" A DISTANCE OF 139.56 FEET TO A POINT OF TANGENCY; THENCE SOUTH 06°35'12" EAST 569.16 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING FOURTEEN COURSES: SOUTH 89°27'27" WEST 11.03 FEET; THENCE NORTH 88°01'07" WEST 65.32 FEET; THENCE NORTH 88°12'27" WEST 150.00 FEET; THENCE NORTH 87°52'06" WEST 73.09 FEET; THENCE 89°34'03" WEST 47.95 FEET; THENCE NORTH 87°57'11" WEST 49.13 FEET; THENCE NORTH 88°56'49" WEST 99.83 FEET; THENCE NORTH 89°03'14" WEST 107.39 FEET; THENCE NORTH 88°59'37" WEST 251.22 FEET; THENCE NORTH 88°42'05" WEST 236.52 FEET; THENCE NORTH 89°31'41" WEST 140.87 FEET; THENCE NORTH 89°15'47" WEST 113.12 FEET; THENCE SOUTH 88°55'33" WEST 75.56 FEET; THENCE SOUTH 88°13'36" WEST 119.91 FEET; THENCE LEAVING SAID FENCE LINE NORTH 05°46'00" EAST 431.70 FEET; THENCE NORTH 02°40'30" WEST 39.86 FEET; THENCE NORTH 17°36'15" WEST 55.70 FEET; THENCE NORTH 33°31'00" WEST 30.10 FEET; THENCE NORTH 43°38'45" WEST 181.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 27.987 ACRES.

WHEN RECORDED MAIL TO:

SOUTH JORDAN CITY
11175 SOUTH REDOWWD ROAD
SOUTH JORDAN, UTAH 84095

27

6

7139931

EASEMENT

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors hereby grant, convey, sell, and set over unto South Jordan City, a Utah municipal corporation, as Grantee, its successors and assigns, a perpetual right-of-way and access easement for ingress and egress to Grantee's properties, said right-of-way and access easement being situate in Salt Lake County, State of Utah, over and through a parcel of Grantors' land, which easement is more particularly described as follows:

> See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND HOLD the same unto said Grantee, its successors and assigns, perpetually with right of ingress and egress in said Grantee, its officers, employees, agents, contractors, designees and assigns to traverse and to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace an access road and other public improvements therein. During construction periods, Grantee and its contractors may use such portions of the Grantors' property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of the access road and public improvements. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantee will install or cause to be installed, a field fence on the west side of the right-of-way and easement at such time as Grantee actually commences use of the right-of-way and easement. Grantee shall also install one gate in the fence at a location mutually agreeable to Grantors and Grantee. Grantors shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the access road and public improvements, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of any heirs, representatives, successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

Grantors hereby further agree to provide at no cost to Grantee an additional right-of-way and access easement across Grantors' properties from 1000 West to Grantee's property at such time as Grantors develop or improve their property.

BK 8147 PG 2873

7139931
11/02/98 2:25 PM 16.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY:R FRESQUES ,DEPUTY - WI

f:\70\palmer (easement2)

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement this 13th day of October, 1998.

Margie P. Thomas

Margie P. Thomas

Walter V. Palmer

Walter V. Palmer

Reta P. McKee

Reta P. McKee

Sharon H. Palmer

Sharon H. Palmer

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

On the 13th day of October, 1998, personally appeared before me Margie P. Thomas, Reta P. McKee, Walter V. Palmer and Sharon H. Palmer, the signers of the above instrument who duly acknowledged to me they executed the same.

J. Palmer

Notary Public

Residing In:

Salt Lake County

My Commission Expires:

10-4-99

NOTARY PUBLIC
J. PALMER
2849 West 7800 South
West Jordan, Utah 84088
My Commission Expires: 10-4-99
State of Utah

BK8147PG2874

f:\70\palmer (easement2)

Exhibit "A"

PROPOSED 50 FOOT RIGHT-OF-WAY EASEMENT(PALMER)

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 220.12 FEET AND SOUTH 89°25'20" EAST 2393.60 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, NORTH 22°36'57" WEST 902.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 236.07 FEET TO A PONT OF TANGENCY; THENCE NORTH 49°40'01" WEST 6.12 FEET; THENCE NORTH 08°40'42" WEST 59.89 FEET TO THE NORTH LINE OF GRANTOR'S PROPERTY; THENCE NORTH 89°16'07" EAST ALONG SAID NORTH LINE 16.32 FEET; THENCE SOUTH 49°40'01" EAST 39.01 FEET TO A POINT OF CURVATURE THENCE SOUTHEASTERLY ALONG THE ARC OF A 550 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 259.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22°36'57" EAST 923.83 FEET; THENCE NORTH 89°25'20" WEST 54.40 FEET TO THE POINT OF BEGINNING.

27-11-474-019
27 SE
11, 3-1W

BK8147PG2875

OUTH JORDAN CITY
11175 SOUTH REDWOOD ROAD
SOUTH JORDAN, UTAH 84095

7

EASEMENT

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors hereby grant, convey, sell, and set over unto South Jordan City, a Utah municipal corporation, as Grantee, its successors and assigns, a perpetual right-of-way and access easement for ingress and egress to Grantee's properties, said right-of-way and access easement being situate in Salt Lake County, State of Utah, over and through a parcel of Grantors' land, which easement is more particularly described as follows:

> See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND HOLD the same unto said Grantee, its successors and assigns, perpetually with right of ingress and egress in said Grantee, its officers, employees, agents, contractors, designees and assigns to traverse and to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace an access road and other public improvements therein. During construction periods, Grantee and its contractors may use such portions of the Grantors' property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of the access road and public improvements. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantee will install or cause to be installed, a field fence on the west side of the right-of-way and easement at such time as Grantee actually commences use of the right-of-way and easement. Grantors shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the access road and public improvements, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of any heirs, representatives, successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement this 13 day of October, 1998.

Marguerite J. Wright
Marguerite J. Wright, as Trustee of the Marguerite J. Wright Family Living Trust, executed August 4, 1994

Eldred G. Wright
Eldred G. Wright, as Trustee of the Eldred G. Wright Family Living Trust, executed August 4, 1994

f:\70\wright (easement)

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

On the 13th day of October, 1998, personally appeared before me Marguerite J. Wright, who being duly sworn, did say that she is the Trustee of the Marguerite J. Wright Family Living Trust, who duly acknowledged to me that she executed the same on behalf of said Trust.

J. Palmer
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

10-4-99

NOTARY PUBLIC
J. PALMER
1549 West 7800 South
West Jordan, Utah 84088
My Commission Expires: 10-4-99
State of Utah

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

On the 13th day of October, 1998, personally appeared before me Eldred G. Wright, who being duly sworn, did say that he is the Trustee of the Eldred G. Wright Family Living Trust, who duly acknowledged to me that he executed the same on behalf of said Trust.

J. Palmer
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

10-4-99

NOTARY PUBLIC
J. PA[illegible]
1549 West [illegible]

f:\70\wright (easement)

Exhibit "A"

PROPOSED RIGHT-OF-WAY EASEMENT (WRIGHT)

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 220.12 FEET AND SOUTH 89°25'20" EAST 2393.60 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, NORTH 22°36'57" WEST 902.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 236.07 FEET TO A PONT OF TANGENCY; THENCE NORTH 49°40'01" WEST 6.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE 49°40'01" WEST 90.29 FEET TO THE NORTH LINE OF GRANTOR'S PROPERTY; THENCE NORTH 89°16'07" EAST ALONG SAID NORTH LINE 59.79 FEET; THENCE SOUTH 08°40'42" EAST 59.89 FEET TO THE POINT OF BEGINNING.

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

On the 23 day of October, 1998, personally appeared before me Glen J. Palmer, who, being by me duly sworn did say that he is the Attorney in Fact for Dale L. Palmer and that the foregoing instrument was signed in behalf of said grantor by authority, and the said Glen J. Palmer acknowledged to me that he as such Attorney in Fact executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

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

On the 23 day of October, 1998, personally appeared before me Glen J. Palmer, who, being by me duly sworn did say that he is the Attorney in Fact for Iris Palmer and that the foregoing instrument was signed in behalf of said grantor by authority, and the said Glen J. Palmer acknowledged to me that he as such Attorney in Fact executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

FIRST AMERICAN

First American Title Insurance Company
Utah Division

330 EAST 400 SOUTH, SUITE 250 • SALT LAKE CITY, UTAH 84111
PHONE (801) 536-3100 • (800) 409-5121 • FAX (801) 536-3211

RECEIVED
NOV 06 1998

NOVEMBER 6, 1998

VIA HAND DELIVERY

MICHAEL MAZURAN
SOUTH JORDAN CITY
11175 SOUTH REDWOOD ROAD
SOUTH JORDAN, UTAH

RE: ESCROW NUMBER: 488384JW
PALMER/ SOUTH JORDAN CITY

DEAR MICHAEL:

PLEASE FIND ENCLOSED A COPY OF THE CLOSING DOCUMENTS ALONG WITH THE WATER SHARES FOR THE ABOVE REFERENCED TRANSACTION. ALSO INCLUDED IS A CHECK IN THE AMOUNT OF $458.71 REPRESENTING THE INTEREST EARNED FROM CLOSING FUNDS DEPOSITED INTO AN INTEREST BEARING ACCOUNT.

IF YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING THIS MATTER, PLEASE DO NOT HESITATE TO CONTACT JULIE WRIGHT OR MYSELF AT (801) 536-3100.

SINCERELY,

Frank Camara

FRANK CAMARA
ESCROW ASSISTANT
COMMERCIAL ACCOUNTS

ENCLOSURES:

When Recorded Mail to:

South Jordan City
11175 South Redwood Road
So. Jordan, UT 84095

3514 ①

RELEASE AND DISCLAIMER OF RIGHT-OF- WAY

7139926

Reta P. McKee, Dale L. Palmer, Kay P. Graham, Jerry J. Ohrn, Kari L. Ohrn, hereby disclaims and releases to the Owners of Record any right, title or interest it may have to that portion of a certain right-of-way contained in that certain Confirmation of Report of Commissioner, dated February 15, 1901, recorded April 23, 1909 as Entry No. 248770, in Book 6T, at page 87 of Official Records, in and to the following described real property:

Refer to Exhibit "A" which is attached hereto and by this reference made a part hereof.

Dated this 23rd day of October, 1998.

Reta P. McKee
RETA P. McKEE

Dale L. Palmer, By Lee J. Palmer Attorney In fact
DALE L. PALMER

Kay P. Graham
KAY P. GRAHAM

Jerry J. Ohrn
JERRY J. OHRN

Kari L. Ohrn
KARI L. OHRN

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

On the 23rd day of October, 1998, personally appeared before me Reta P. McKee the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

NOTARY PUBLIC
J. PALMER
2849 West 7800 South
West Jordan, Utah 84088
My Commission Expires: 10-4-99
State of Utah

J. Palmer
NOTARY PUBLIC

BK8147PG2860

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

On the 23 day of October, personally appeared before me Glen J. Palmer by me duly sworn did say that he/she is the Attorney in Fact for Dale L. Palmer and that the foregoing instrument was signed in behalf of said grantor by authority, and the said Glen J. Palmer acknowledged to me that he/she as such Attorney in Fact executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

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

On the 23 day of October, 1998, personally appeared before me Jerry J. Ohrn and Kari L. Ohrn the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

NOTARY PUBLIC
MARK R. MADSEN
9460 S. Union Square
Sandy, UT 84094
My Commission Expires
July 2nd, 2000
STATE OF UTAH

NOTARY PUBLIC

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

On the 23 day of October, 1998, personally appeared before me Kay P. Graham the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

BK8147PG2861

EXHIBIT "A"

Commencing 118.8 feet north and about 3654.9 feet more or less east from the northwest corner of said section 14, thence running south bearing a little east 125 feet; thence east bearing a little south about 700 feet; thence north 216 feet; thence east 1268.8 feet more or less to the Jordan River; thence North one rod; thence west 1268.8 feet; thence south 216 feet; thence west bearing north 700 feet; thence north bearing west 125 feet more or less to a point 16.5 feet east of the point of beginning; thence west 16.5 feet to the point of beginning.

7139926
11/02/98 2:24 PM 14.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY:R FRESQUES ,DEPUTY - WI

BK8147PG2862

WHEN RECORDED MAIL TO:

SOUTH JORDAN CITY
11175 SOUTH REDOWWD ROAD
SOUTH JORDAN, UTAH 84095

(6)

EASEMENT

For the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors hereby grant, convey, sell, and set over unto South Jordan City, a Utah municipal corporation, as Grantee, its successors and assigns, a perpetual right-of-way and access easement for ingress and egress to Grantee's properties, said right-of-way and access easement being situate in Salt Lake County, State of Utah, over and through a parcel of Grantors' land, which easement is more particularly described as follows:

> See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND HOLD the same unto said Grantee, its successors and assigns, perpetually with right of ingress and egress in said Grantee, its officers, employees, agents, contractors, designees and assigns to traverse and to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace an access road and other public improvements therein. During construction periods, Grantee and its contractors may use such portions of the Grantors' property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of the access road and public improvements. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. Grantee will install or cause to be installed, a field fence on the west side of the right-of-way and easement at such time as Grantee actually commences use of the right-of-way and easement. Grantee shall also install one gate in the fence at a location mutually agreeable to Grantors and Grantee. Grantors shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to the Grantee, provided such use shall not interfere with the access road and public improvements, or with Grantee's use thereof, or any other rights provided to the Grantee hereunder.

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way, nor change the contour thereof, without the written consent of Grantee. This right-of-way and easement grant shall be binding upon and inure to the benefit of any heirs, representatives, successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

Grantors hereby further agree to provide at no cost to Grantee an additional right-of-way and access easement across Grantors' properties from 1000 West to Grantee's property at such time as Grantors develop or improve their property.

f:\70\palmer (easement2)

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement this 13th day of October, 1998.

Margie P. Thomas
Margie P. Thomas

Walter V. Palmer
Walter V. Palmer

Reta P. McKee
Reta P. McKee

Sharon H. Palmer
Sharon H. Palmer

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

On the 13th day of October, 1998, personally appeared before me Margie P. Thomas, Reta P. McKee, Walter V. Palmer and Sharon H. Palmer, the signers of the above instrument who duly acknowledged to me they executed the same.

J. Palmer
Notary Public

Residing In:
Salt Lake County

My Commission Expires:
10-4-99

NOTARY PUBLIC
J. PALMER
2849 West 7800 South
West Jordan, Utah 84088
My Commission Expires: 10-4-99
State of Utah

f:\70\palmer (easement2)

Exhibit "A"

PROPOSED 50 FOOT RIGHT-OF-WAY EASEMENT(PALMER)

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 220.12 FEET AND SOUTH 89°25'20" EAST 2393.60 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, NORTH 22°36'57" WEST 902.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 500 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 236.07 FEET TO A PONT OF TANGENCY; THENCE NORTH 49°40'01" WEST 6.12 FEET; THENCE NORTH 08°40'42" WEST 59.89 FEET TO THE NORTH LINE OF GRANTOR'S PROPERTY; THENCE NORTH 89°16'07" EAST ALONG SAID NORTH LINE 16.32 FEET; THENCE SOUTH 49°40'01" EAST 39.01 FEET TO A POINT OF CURVATURE THENCE SOUTHEASTERLY ALONG THE ARC OF A 550 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27°03'04" A DISTANCE OF 259.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 22°36'57" EAST 923.83 FEET; THENCE NORTH 89°25'20" WEST 54.40 FEET TO THE POINT OF BEGINNING.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement individually or by and through their duly authorized representatives.

"Buyer"
SOUTH JORDAN CITY

ATTEST:

By: _____
Mayor

_____
City Recorder

"Seller"

Glen J. Palmer

Nola Palmer By Glen J. Palmer AIF

Dale Palmer By Glen J. Palmer AIF

Iris Palmer By Glen J. Palmer AIF

Don Graham AIF Glen J. Palmer

Kay P. Graham AIF Glen J. Palmer

National Note of Utah, LC
A Utah Limited Liability Company

By: _____
Wayne S. Palmer
Its: Managing Member

sj\agmts\palmer(real-estate-sale)

①

When Recorded Mail to:

South Jordan City
11175 South Redwood Road
So. Jordan, UT
84095

RELEASE AND DISCLAIMER OF RIGHT-OF- WAY

Reta P. McKee, Dale L. Palmer, Kay P. Graham, Jerry J. Ohrn, Kari L. Ohrn, hereby disclaims and releases to the Owners of Record any right, title or interest it may have to that portion of a certain right-of-way contained in that certain Confirmation of Report of Commissioner, dated February 15, 1901, recorded April 23, 1909 as Entry No. 248770, in Book 6T, at page 87 of Official Records, in and to the following described real property:

Refer to Exhibit "A" which is attached hereto and by this reference made a part hereof.

Dated this 23rd day of October, 1998.

Reta P. McKee
RETA P. McKEE

Dale L. Palmer, By Lee J. Palmer Attorney In fact
DALE L. PALMER

Kay P. Graham
KAY P. GRAHAM

JERRY J. OHRN

Kari L. Ohrn
KARI L. OHRN

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

On the 23rd day of October, 1998, personally appeared before me Reta P. McKee the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

NOTARY PUBLIC
J. PALMER
2949 West 7800 South
West Jordan, Utah 84088
My Commission Expires: 10-4-98
State of Utah

J. Palmer
NOTARY PUBLIC

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

On the 23 day of October, personally appeared before me Glen J. Palmer by me duly sworn did say that he/she is the Attorney in Fact for Dale L. Palmer and that the foregoing instrument was signed in behalf of said grantor by authority, and the said Glen J. Palmer acknowledged to me that he/she as such Attorney in Fact executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

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

On the 23 day of October, 1998, personally appeared before me Jerry J. Ohrn and Kari L. Ohrn the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

NOTARY PUBLIC
MARK R. MADSEN
9460 S. Union Square
Sandy, UT 84094
My Commission Expires
July 2nd, 2000
STATE OF UTAH

NOTARY PUBLIC

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

On the 23 day of October, 1998, personally appeared before me Kay P. Graham the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

EXHIBIT "A"

Commencing 118.8 feet north and about 3654.9 feet more or less east from the northwest corner of said section 14, thence running south bearing a little east 125 feet; thence east bearing a little south about 700 feet; thence north 216 feet; thence east 1268.8 feet more or less to the Jordan River; thence North one rod; thence west 1268.8 feet; thence south 216 feet; thence west bearing north 700 feet; thence north bearing west 125 feet more or less to a point 16.5 feet east of the point of beginning; thence west 16.5 feet to the point of beginning.

Escrow No.488384JW
WHEN RECORDED, MAIL TO:
South Jordan City
Attention: Gary Chandler
11175 South Redwood Road
South Jordan, Utah 84095

7139929
11/02/98 2:24 PM 14.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY:R FRESQUES ,DEPUTY - WI

Space above this line for recorder's use

SPECIAL WARRANTY DEED

7139929

Dale L. Palmer, Kay P. Graham, Glen J. Palmer and National Note of Utah, L.C., as Grantor of Salt Lake County, State of Utah hereby CONVEYS AND WARRANTS against all claiming by, through or under to South Jordan City, a Utah municipal corporation, Grantee of Salt Lake County, State of Utah, for the sum of TEN DOLLARS and other good and valuable consideration the following described property situated in the County of Salt Lake, State of Utah, to wit:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SUBJECT TO all easements, covenants, restrictions, rights of way and reservations appearing of record, and taxes for the year 1998, and thereafter.

Dated this 23 day of October, 1998.

Attorney Sub

Dale L. Palmer By Glen J. Palmer
Glen J. Palmer, Attorney in Fact for
DALE L. PALMER

Kay P. Graham
KAY P. GRAHAM

Glen J. Palmer
GLEN J. PALMER

NATIONAL NOTE OF UTAH, L.C.

By: Wayne L. Palmer
Its: Managing Member

STATE OF UTAH)

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

On the 23 day of October, 1998, personally appeared before me KAY P. GRAHAM the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

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

On the 23 day of October, 1998, personally appeared before me GLEN J. PALMER the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

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

On the 23 day of October 1998, personally appeared before me Wayne L. Palmer who being by me duly sworn did say that is the Managing Member of National Note of Utah, L.C., 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 the said Wayne L. Palmer duly acknowledged to me that said Limited Liability Company executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

EXHIBIT "A"

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 49°40'45" West 14.05 feet; thence North 28°07'00" West 145.56 feet; thence South 89°25'20" East 1548.89 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following three courses: South 31°53'30" East (South 31°09'37" East per Deed) 148.71 feet to a point of curvature thence along the arc of a 316.00 foot radius curve to the right through a central angle of 25°18'18" a distance of 139.56 feet to a point of tangency; thence South 06°35'12" East 569.16 feet to a point on an existing old established fence line; thence Westerly along said old established fence line the following fourteen courses: South 89°27'27" West 11.03 feet; thence North 88°01'07" West 65.32 feet; thence North 88°12'27" West 150.00 feet; thence North 87°52'06" West 73.09 feet; thence South 89°34'03" West 47.95 feet; thence North 87°57'11" West 49.13 feet; thence North 88°56'49" West 99.83 feet; thence North 89°03'14" West 107.39 feet; thence North 88°59'37" West 251.22 feet; thence North 88°42'05" West 236.52 feet; thence North 89°31'41" West 140.87 feet; thence North 89°15'47" West 113.12 feet; thence South 88°55'33" West 75.56 feet; thence South 88°13'36" West 119.91 feet; thence leaving said fence line North 05°46'00" East 431.70 feet; thence North 02°40'30" West 39.86 feet; thence North 17°36'15" West 55.70 feet; thence North 33°31'00" West 30.10 feet; thence North 43°38'45" West 181.25 feet to the point of beginning.

BK8147PG2871

SELLERS ESCROW STATEMENT
in account with
FIRST AMERICAN TITLE INSURANCE COMPANY
UTAH DIVISION

Escrow Number : 488384JW
Escrow Officer : Julie S. Wright, First American Title Insurance Company
Seller : **Dale L. Palmer, Kay P. Graham, Glen J. Palmer and National Note of Utah, L.C.**
Buyer : South Jordan City, a Utah municipal corporation

	CHARGE	CREDIT
Purchase Price		1,175,644.39
Deed of Trust from Buyer	587,822.19	
Payment of 1998 General Property Taxes	60.04	
Owners Policy of Title Insurance	3,302.00	
½ Escrow Fee	300.00	
Copies, phones & fax	10.00	
Recording: Termination of Right of Way, Quitclaim Deed	50.00	
Payoff Greenbelt Taxes	25,213.38	
Sub-Totals:	616,757.61	1,175,644.39
Funds due to Seller	**558,886.78**	
Totals:	1,175,644.39	1,175,644.39

Dated this 23 day of October, 1998

Statement approved for Seller by:

Dale L. Palmer, Kay P. Graham, Glen J. Palmer
Attorney in fact
DALE L. PALMER

Kay P. Graham
KAY P. GRAHAM

Glen J. Palmer
GLEN J. PALMER

NATIONAL NOTE OF UTAH, L.C.

By: Wayne L. Palmer
Its: Managing Member

BUYERS ESCROW STATEMENT
in account with
FIRST AMERICAN TITLE INSURANCE COMPANY
UTAH DIVISION

Escrow Number	:	488384JW
Escrow Officer	:	Julie S. Wright, First American Title Insurance Company
Seller	:	Dale L. Palmer, Kay P. Graham, Glen J. Palmer and National Note of Utah, L.C.
Buyer	:	**South Jordan City, a Utah municipal corporation**
Subject Property	:	Approx. 10100 South 600 West, South Jordan, Utah
Tax ID Number(s)	:	

	CHARGE	CREDIT
Purchase Price	$1,175,644.39	
Trust Deed to Seller		$587,822.20
Copies, Phone, Fax and Federal Express	$10.00	
Recording: Special Warranty Deed, Trust Deed	n/a	
½ Escrow Fee	$300.00	
Sub-Totals:	$1,175,954.39	$587,822.20
Balance due from Buyer		**$588,132.19**
Totals:	$1,175,954.39	$1,175,954.39

Dated this 28th day of October, 1998

Statement approved for Buyer by:

South Jordan City, a Utah municipal corporation

Dix H. McMullin

By: Dix H. McMullin
Its: Mayor

August 25, 2000

Glen J. Palmer
17241 - 124th Avenue
Bothell, WA 98011

Re: City Purchase of Land - Delinquent Property Tax Notice

Dear Mr. Palmer:

South Jordan City purchased property from Dale L. Palmer, Kay P. Graham, Glen J. Palmer and National Note of Utah, L.C., which closed on October 23, 1998. In the sellers escrow statement, it is clearly defined that the seller made payment in the amount of $60.04 for general property taxes. To my knowledge the warranty deed has been recorded and, therefore, you should not be responsible for further tax payments unless the delinquent tax is from prior years.

I have enclosed a copy of the "seller escrow agreement" and "General Property Tax Agreement" for your records. Perhaps they will assist you in clearing up this matter. If you could forward a copy of the delinquent notice, we can try to further assist you to clear up this matter.

Sincerely,

Ricky A. Horst
City Administrator

cc: File

SOUTH JORDAN
UTAH
11175 South Redwood Road / South Jordan, UT 84095-8265 / Telephone (801) 254-3742 / Fax (801) 254-3393

General Property Tax Agreement

Escrow No. 488384JW

THE UNDERSIGNED, being the Seller and Buyer of that certain real property located at and described under the above referenced Escrow No., hereby agree and understand that under said Escrow, the General Property taxes for the current year were adjusted as follows:

> Taxes have been prorated based on the 1998 amount and the proration is being considered a final settlement.
>
> **PLEASE NOTE: TAXES ARE DUE NOVEMBER 1ST, 1996 AND WILL INCUR A LATE PENALTY IF NOT PAID BY NOVEMBER 30, OF ANY GIVEN YEAR.**

It is further understood by and between the parties hereto that the Escrow Agent will pay the prorated amount to the Salt Lake County Treasurers Office when taxes are due.

SIDWELL Nos. 27-14-226-019, 27-14-226-020, 27-14-226-021

DATED: 10-23-98

Sellers:

Dale L. Palmer, By Glen J. Palmer Attorney in Fact

DALE L. PALMER

Kay P. Graham

KAY P. GRAHAM

Glen J. Palmer

GLEN J. PALMER

NATIONAL NOTE OF UTAH, L.C.

By:

Its: Managing Member

Buyer:

SOUTH JORDAN CITY,
a Utah municipal corporation

Dix H. McMullin

By: Dix H. McMullin

Its: Mayor

WHEN RECORDED, MAIL TO:

~~Grantee~~

Space Above for Recorder's Use

Warranty Deed

WALTER VAN PALMER and SHARON HARRISON PALMER, grantor,

of Salt Lake City, County of Salt Lake, State of Utah,

hereby CONVEY and WARRANT to MARGIE P. THOMAS and RETA P. MCKEE

, grantee,

of Salt Lake City, County of Salt Lake, State of Utah,

for the sum of TEN AND NO/100----------DOLLARS,

and other good and valuable considerations

the following described tract of land in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

WITNESS the hand of said grantor, this 24th day of January, 20 00.

Signed in the presence of

Walter Van Palmer
WALTER VAN PALMER

Sharon Harrison Palmer
SHARON HARRISON PALMER

STATE OF UTAH
COUNTY OF Salt Lake } ss.

On the 24th day of January, 2000, personally appeared before me WALTER VAN PALMER and SHARON HARRISON PALMER, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public

My Commission Expires:

Residing at:

MT-49232

EXHIBIT "A"

BEGINNING AT A POINT WHICH IS NORTH 0°11′14" WEST 220.12 FEET AND SOUTH 89°25′20" EAST 1962.63 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°43′53" WEST 695.31 FEET; THENCE NORTH 08°40′42" WEST 389.91 FEET; THENCE NORTH 89°16′07" EAST 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO. 4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYOR'S OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID JORDAN RIVER PARKWAY THE FOLLOWING FIVE COURSES: SOUTH 55°38′37" EAST 194.64 FEET; THENCE SOUTH 08°39′00" EAST 30.88 FEET; THENCE SOUTH 55°38′37" EAST 123.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°45′07" A DISTANCE OF 145.51 FEET TO A POINT OF TANGENCY, THENCE SOUTH 31°53′30" EAST 912.51 FEET; THENCE NORTH 89°25′20" WEST 797.66 FEET TO THE POINT OF BEGINNING.

WHEN RECORDED, MAIL TO:

Beneficiary

Space Above for Recorder's Use

Trust Deed

THIS TRUST DEED is made this 24th day of January, 20 00, between SOUTH JORDAN CITY, as Trustor, whose address is (Street and Number) (City) (State). MERRILL TITLE COMPANY, as Trustee,* and WALTER VAN PALMER and SHARON HARRISON PALMER, husband and wife, as joint tenants, as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Salt Lake County, Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter, used or enjoyed with said property, or any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of $116,447.00, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in the event of default in payment of indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

SOUTH JORDAN CITY

By: Dix H. McMullin, Mayor

Dix H. McMullin, Mayor

STATE OF UTAH

COUNTY OF Salt Lake ss.

On the 24th day of January, 20 00, personally appeared before me SOUTH JORDAN CITY, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

My Commission Expires:

Residing at:

MT-49232

*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.

EXHIBIT "A"

BEGINNING AT A POINT WHICH IS NORTH 0°11′14" WEST 220.12 FEET AND SOUTH 89°25′20" EAST 1962.63 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°43′53" WEST 695.31 FEET; THENCE NORTH 08°40′42" WEST 389.91 FEET; THENCE NORTH 89°16′07" EAST 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO. 4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYOR'S OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID JORDAN RIVER PARKWAY THE FOLLOWING FIVE COURSES: SOUTH 55°38′37" EAST 194.64 FEET; THENCE SOUTH 08°39′00" EAST 30.88 FEET; THENCE SOUTH 55°38′37" EAST 123.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°45′07" A DISTANCE OF 145.51 FEET TO A POINT OF TANGENCY, THENCE SOUTH 31°53′30" EAST 912.51 FEET; THENCE NORTH 89°25′20" WEST 797.66 FEET TO THE POINT OF BEGINNING.

WHEN RECORDED, MAIL TO:

~~Grantee~~

Space Above for Recorder's Use

Warranty Deed

MARGIE P. THOMAS and RETA P. MCKEE, grantor,

of Salt Lake City, County of Salt Lake, State of Utah,

hereby CONVEY and WARRANT to SOUTH JORDAN CITY

, grantee,

of Salt Lake City, County of Salt Lake, State of Utah,

for the sum of TEN AND NO/100----------DOLLARS,

and other good and valuable considerations

the following described tract of land in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

TOGETHER WITH any water rights on existing springs and/or wells which may affect said property.

WITNESS the hand of said grantor, this 24th day of January, 20 00.

Signed in the presence of

Margie P. Thomas
MARGIE P. THOMAS

Reta P. McKee
RETA P. MCKEE

Reta P. McKee

STATE OF UTAH
COUNTY OF Salt Lake } ss.

On the 24th day of January, 2000, personally appeared before me MARGIE P. THOMAS and RETA P. MCKEE, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public

My Commission Expires:

Residing at:

MT-49232

EXHIBIT "A"

BEGINNING AT A POINT WHICH IS NORTH 0°11′14" WEST 220.12 FEET AND SOUTH 89°25′20" EAST 1962.63 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°43′53" WEST 695.31 FEET; THENCE NORTH 08°40′42" WEST 389.91 FEET; THENCE NORTH 89°16′07" EAST 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO. 4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYOR'S OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID JORDAN RIVER PARKWAY THE FOLLOWING FIVE COURSES: SOUTH 55°38′37" EAST 194.64 FEET; THENCE SOUTH 08°39′00" EAST 30.88 FEET; THENCE SOUTH 55°38′37" EAST 123.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°45′07" A DISTANCE OF 145.51 FEET TO A POINT OF TANGENCY, THENCE SOUTH 31°53′30" EAST 912.51 FEET; THENCE NORTH 89°25′20" WEST 797.66 FEET TO THE POINT OF BEGINNING.

②

WHEN RECORDED, MAIL TO:

~~Grantee~~
10148 South 1000 West
South Jordan Utah 84095

Space Above for Recorder's Use

Warranty Deed

MARGIE P. THOMAS, grantor,

of Salt Lake City, County of Salt Lake, State of Utah,

hereby CONVEY and WARRANT to WALTER VAN PALMER and SHARON HARRISON PALMER, husband and wife, as joint tenants

, grantee,

of Salt Lake City, County of Salt Lake, State of Utah,

for the sum of TEN AND NO/100----------DOLLARS, and other good and valuable considerations

the following described tract of land in Salt Lake County, State of Utah, to-wit:

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 220.12 FEET AND SOUTH 89°25'20" EAST 1962.63 FEET AND NORTH 00°43'54" WEST 406.72 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°26'47" WEST 813.78 FEET; THENCE NORTH 00°53'00" WEST 16.41 FEET; THENCE SOUTH 89°25'20" EAST 568.00 FEET; THENCE NORTH 00°20'00" WEST 271.00 FEET; THENCE SOUTH 89°00'46" EAST 244.00 FEET; THENCE SOUTH 00°43'53" EAST 285.36 FEET TO THE POINT OF BEGINNING.

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

WITNESS the hand of said grantor, this 24th day of January, 20 00.

Signed in the presence of

Margie P. Thomas
MARGIE P. THOMAS

STATE OF UTAH
COUNTY OF Salt Lake } ss.

On the 24th day of January, 2000, personally appeared before me MARGIE P. THOMAS, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public

My Commission Expires:

Residing at:

MT-49232

(3)

WHEN RECORDED, MAIL TO:

~~Grantee~~
10148 So. 1000 West
So. Jordan Utah 84095

Space Above for Recorder's Use

Warranty Deed

RETA P. MCKEE, grantor,

of Salt Lake City, County of Salt Lake, State of Utah,
hereby CONVEY and WARRANT to WALTER VAN PALMER and SHARON HARRISON PALMER, husband and wife, as joint tenants

, grantee,

of Salt Lake City, County of Salt Lake, State of Utah,
for the sum of TEN AND NO/100----------DOLLARS,
and other good and valuable considerations

the following described tract of land in Salt Lake County, State of Utah, to-wit:
BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 246.37 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 0°11'14" WEST 77.97 FEET; THENCE EAST 750.00 FEET; THENCE SOUTH 00°11'14" EAST 77.97 FEET; WEST 750.00 FEET TO THE POINT OF BEGINNING.

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

WITNESS the hand of said grantor, this 24th day of January, 20 00.
Signed in the presence of

Reta P. McKee
RETA P. MCKEE

STATE OF UTAH
COUNTY OF Salt Lake } ss.

On the 24th day of January, 2000, personally appeared before me RETA P. MCKEE, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public

My Commission Expires:

Residing at:

MT-49232

①

WHEN RECORDED, MAIL TO:

~~Grantee~~
10148 So. 1000 West
So. Jordan Utah 84095

Space Above for Recorder's Use

Warranty Deed

RETA P. MCKEE, grantor,

of Salt Lake City, County of Salt Lake, State of Utah,

hereby CONVEY and WARRANT to WALTER VAN PALMER and SHARON HARRISON PALMER, husband and wife, as joint tenants

, grantee,

of Salt Lake City, County of Salt Lake, State of Utah,

for the sum of TEN AND NO/100----------DOLLARS, and other good and valuable considerations

the following described tract of land in Salt Lake County, State of Utah, to-wit:

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 220.12 FEET AND SOUTH 89°25'20" EAST 1962.63 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°25'20" WEST 751.24 FEET; THENCE NORTH 28°07'00" WEST 134.28 FEET; THENCE NORTH 00°53'00" WEST 79.37 FEET; SOUTH 89°26'24" EAST 813.23 FEET; THENCE SOUTH 0°43'53" EAST 197.45 FEET TO THE POINT OF BEGINNING.

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

WITNESS the hand of said grantor, this 24th day of January, 20 00.

Signed in the presence of

Reta P. McKee
RETA P. MCKEE

STATE OF UTAH
COUNTY OF Salt Lake } ss.

On the 24th day of January, 2000, personally appeared before me RETA P. MCKEE, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Notary Public

My Commission Expires:

Residing at:

MT-49232

MERRILL TITLE COMPANY
6965 Union Park Center, Suite 200
Midvale, Utah 84047

BUYERS SETTLEMENT STATEMENT

Buyer: SOUTH JORDAN CITY

Seller: MARGIE P. THOMAS
RETA P. MCKEE

Property Address: 11.302 acres $40,000.00 per acre

Order Number: MT 49232 Settlement Date: 01/24/00

	Debit	Credit
Purchase Price.....	452,080.00	
Escrow Fee.....	125.00	
Recording of Deed.....	25.00	
NOTE AND FIRST TRUST DEED.....		116,447.00
Sub-totals	452,230.00	116,447.00
Balance due from Buyer		335,783.00
Totals	452,230.00	452,230.00

Approved by:

SOUTH JORDAN CITY By: Dix H. McMullin, Mayor

Loan No._____ PROMISSORY NOTE

$ 116,447.00 January, 2000

FOR VALUE RECEIVED, the undersigned promise(s) to pay to WALTER VAN PALMER and SHARON HARRISON PALMER, husband and wife, as joint tenants or order, ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED FORTY SEVEN and no/100 DOLLARS, ($116,447.00), together with interest from date at the rate of ZERO per cent, (-0-%) per annum on the unpaid balance, payable as follows, viz:

Due and payable on or before October 1, 2000.

in lawful money of the United States of America, negotiable and payable at the office of as directed by the holder

without defalcation or discount. All payments hereinabove provided for shall be applied first on accrued interest and balance to reduction of principal. Any installments of principal and interest not paid when due shall, at the option of the legal holder hereof, bear interest thereafter at the rate of TEN per annum until paid.

In case of default in the payment of any installment of principal or interest as herein stipulated, then it shall be optional with the legal holder of this note to declare the entire principal sum hereof due and payable; and proceedings may at once be instituted for the recovery of the same by law, with accrued interest and costs, including reasonable attorney's fees.

The makers and endorsers severally waive presentment, protest and demand; and waive notice of protest, demand and of dishonor and non-payment of this note, and expressly agree that this note, or any payment thereunder, may be extended from time to time without in any way effecting the liability of the makers and endorsers thereof.

This note and the interest thereon is secured by a first ~~mortgage on~~ Trust Deed on 11.302 acres at approximat 10600 South 773 West, South Jordan, Utah.

SOUTH JORDAN CITY

By: Dix H. McMullin, Mayor

Dix H. McMullin, Mayor

NO. 812—MORTGAGE NOTE— © GEM PTG. CO. — 3215 SO. 2600 EAST — SALT LAKE CITY

Escrow No. 488384JW
WHEN RECORDED, MAIL TO:
Dale L. Palmer
C/O National Note of Utah, LC
1549 West 7800 South
West Jordan, Utah 84088

Space above this line for recorder's use

WARRANTY DEED

Reta P. McKee, as Grantor of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to Dale L. Palmer , as Grantee of the City of Salt Lake, County of Salt Lake, State of Utah for the sum of TEN DOLLARS and other good and valuable consideration the following described property situated in the County of Salt Lake, State of Utah to wit:

See Exhibit "A" attached hereto and made apart hereof by this reference.

SUBJECT TO all easements, covenants, restrictions, rights of way and reservations appearing of record, and taxes for the year 1998, and thereafter.

WITNESS the hand of said Grantor this 23rd day of October, 1998.

Reta P. McKee

Reta P. McKee

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

On the 23rd day of October, 1998, personally appeared before me Reta P. McKee the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC
J. PALMER
1549 West 7800 South
West Jordan, Utah 84088
My Commission Expires: 10-4-99
State of Utah

J. Palmer

NOTARY PUBLIC

EXHIBIT "A"

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 90.0 feet and East 3929.05 feet from the Southwest corner of said Section 11; and running thence North 49°40'45" West 14.05 feet; thence North 28°07'00" West 145.56 feet; thence South 89° 25'20" East 1644.63 feet; thence South 25°23'06" East 134.06 feet; thence South 12°50'50" East 81.04 feet; thence North 89°25'20" West 1580.54 feet; thence North 43° 38'45" West 87.3 feet to the point of beginning.

Less the following described property:

A parcel of land in fee, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 11, the Southwest quarter of the Southwest quarter of Section 12 and in the Northwest quarter of the Northwest quarter of Section 13, all in Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the Southwesterly bank of the Jordan River at a point 1255.69 feet North and 518.97 feet West from the Southeast corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence West 47.71 feet; thence South 7° 56'49" East 93.82 feet; thence South 54°54'44" East 166.90 feet to a point of tangency with a 351.00 foot radius curve to the right; thence Southeasterly 145.51 feet along the arc of said curve; thence South 31° 09'37" East 1061.22 feet to a point of tangency with a 316.00 foot radius curve to the right; thence Southerly 139.56 feet along the arc of said 316.00 foot radius curve; thence South 5°51'19" East 575.52 feet; thence South 89°14'00" East 96.64 feet to the Westerly bank of said river; thence Northerly and Northwesterly along said bank the following five (5) courses: North 5°51'19" West 586.66 feet to a point of tangency with a 412.00 foot radius curve to the left; thence Northerly and Northwesterly 181.96 feet along the arc of said 412.00 foot radius curve; thence North 31°09'37" West 1061.22 feet to a point of tangency with a 447.00 foot radius curve to the left; thence Northwesterly 185.30 feet along the arc of said 447.00 foot radius curve; thence North 54°54'44" West 191.89 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah State Parks and Recreation.

Escrow No.488684JW
WHEN RECORDED, MAIL TO:

Wayne Palmer
1549 West 7800 South
Salt Lake City, Utah 84088

Space above this line for recorder's use

SPECIAL WARRANTY DEED

Pedigree Properties, LC, a Utah limited liability company, as Grantor of Salt Lake County, State of Utah hereby CONVEYS AND WARRANTS against all claiming by, through or under to National Note of Utah, L.C., Grantee of Salt Lake County, State of Utah, for the sum of TEN DOLLARS and other good and valuable consideration the following described property situated in the County of Salt Lake, State of Utah, to wit:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SUBJECT TO all easements, covenants, restrictions, rights of way and reservations appearing of record, and taxes for the year 1998, and thereafter.

Dated this 23 day of October, 1998.

Pedigree Properties, L.C., a Utah limited liability company

By: Mont Lee Palmer
Its: Member

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

On the 23 day of October, 1998, personally appeared before me Mont L. Palmer who being by me duly sworn did say that he is the managing member of Pedigree Properties, LC, 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 each duly acknowledged to me that said Limited Liability Company executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

EXHIBIT "A"

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet and South 43°38'45" East 181.25 feet and South 33°31'00" East 30.10 feet and South 17°36'15" East 55.70 feet and South 2°40'30" East 39.86 feet and South 5°45'00" West 235.79 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 90.0 feet and East 3929.05 feet and South 43°38'45" East 181.25 feet and South 33°31'00" East 30.10 feet and South 17°36'15" East 55.70 feet, and South 2°40'30" East 39.86 feet, and South 5°46'00" West 235.79 feet form the Southwest corner of said Section 11; and running thence South 89°25'20" East 1587.32 feet; thence South 5°47'50" East 207.80 feet to a fence line; thence North 89°06'19" West along said fence line 1629.17 feet; thence North 5°46'00" East 198.31 feet to the point of beginning.

Less the following described property:

A parcel of land in fee, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 11, the Southwest quarter of the Southwest quarter of Section 12 and in the Northwest quarter of the Northwest quarter of Section 13, all in Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the Southwesterly bank of the Jordan River at a point 1255.69 feet North and 518.97 feet West from the Southeast corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence West 47.71 feet; thence South 7° 56'49" East 93.82 feet; thence South 54°54'44" East 166.90 feet to a point of tangency with a 351.00 foot radius curve to the right; thence Southeasterly 145.51 feet along the arc of said curve; thence South 31° 09'37" East 1061.22 feet to a point of tangency with a 316.00 foot radius curve to the right; thence Southerly 139.56 feet along the arc of said 316.00 foot radius curve; thence South 5°51'19" East 575.52 feet; thence South 89°14'00" East 96.64 feet to the Westerly bank of said
river; thence Northerly and Northwesterly along said bank the following five (5) courses: North 5°51'19" West 586.66 feet to a point of tangency with a 412.00 foot radius curve to the left; thence Northerly and Northwesterly 181.96 feet along the arc of said 412.00 foot radius curve; thence North 31°09'37" West 1061.22 feet to a point of tangency with a 447.00 foot radius curve to the left; thence Northwesterly 185.30 feet along the arc of said 447.00 foot radius curve; thence North 54°54'44" West 191.89 feet to the point of beginning as shown

on the official map of said project on file in the office of the Utah State Parks and Recreation.

Escrow No. 488384JW
WHEN RECORDED MAIL TO:

Wayne Palmer
1549 West 7800 South
Salt Lake City, Utah 84088

(5)

TRUST DEED

THIS TRUST DEED is made this 26 day of October, 1998 between, South Jordan City, a Utah municipal corporation, Trustor, whose address is 11175 South Redwood Road, South Jordan, Utah 84095, First American Title Insurance Company - Utah Division, as Trustee, and Dale L. Palmer, Kay P. Graham, Glen J. Palmer and National Note of Utah, L.C., as Beneficiary.

Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property situated in Salt Lake County, Utah:

See Exhibit "A" attached hereto and made a part hereof by this reference.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, on any part thereof;

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by the Real Estate Sale and Purchase Agreement dated October 23, 1998, in the principal sum of **$587,822.19**, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water or water stock used on or with said property, not to commit waste, to maintain adequate fire insurance on improvements on said property, to pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any of the services performed by Trustee hereunder, including a reconveyance hereof.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address hereinbefore set forth.

South Jordan City, a Utah municipal corporation

Dix H. McMullin

By: Dix H. McMullin
Its: Mayor

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

On the 26th day of October, 1998, personally appeared before me Dix H. McMullin, who being be me duly sworn, did say that he is the Mayor of South Jordan City, a Utah municipal corporation, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

EXHIBIT "A"

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 49°40'45" West 14.05 feet; thence North 28°07'00" West 145.56 feet; thence South 89°25'20" East 1548.89 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following three courses: South 31°53'30" East (South 31°09'37" East per Deed) 148.71 feet to a point of curvature thence along the arc of a 316.00 foot radius curve to the right through a central angle of 25°18'18" a distance of 139.56 feet to a point of tangency; thence South 06°35'12" East 569.16 feet to a point on an existing old established fence line; thence Westerly along said old established fence line the following fourteen courses: South 89°27'27" West 11.03 feet; thence North 88°01'07" West 65.32 feet; thence North 88°12'27" West 150.00 feet; thence North 87°52'06" West 73.09 feet; thence South 89°34'03" West 47.95 feet; thence North 87°57'11" West 49.13 feet; thence North 88°56'49" West 99.83 feet; thence North 89°03'14" West 107.39 feet; thence North 88°59'37" West 251.22 feet; thence North 88°42'05" West 236.52 feet; thence North 89°31'41" West 140.87 feet; thence North 89°15'47" West 113.12 feet; thence South 88°55'33" West 75.56 feet; thence South 88°13'36" West 119.91 feet; thence leaving said fence line North 05°46'00" East 431.70 feet; thence North 02°40'30" West 39.86 feet; thence North 17°36'15" West 55.70 feet; thence North 33°31'00" West 30.10 feet; thence North 43°38'45" West 181.25 feet to the point of beginning.

(4)

Escrow No.488384JW
WHEN RECORDED, MAIL TO:
South Jordan City
Attention: Gary Chandler
11175 South Redwood Road
South Jordan, Utah 84095

Space above this line for recorder's use

SPECIAL WARRANTY DEED

Dale L. Palmer, Kay P. Graham, Glen J. Palmer and National Note of Utah, L.C., as Grantor of Salt Lake County, State of Utah hereby CONVEYS AND WARRANTS against all claiming by, through or under to South Jordan City, a Utah municipal corporation, Grantee of Salt Lake County, State of Utah, for the sum of TEN DOLLARS and other good and valuable consideration the following described property situated in the County of Salt Lake, State of Utah, to wit:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SUBJECT TO all easements, covenants, restrictions, rights of way and reservations appearing of record, and taxes for the year 1998, and thereafter.

Dated this 23 day of October, 1998.

Attorney in Fact

Glen J. Palmer, Attorney in Fact for
DALE L. PALMER

Kay P. Graham
KAY P. GRAHAM

Glen J. Palmer
GLEN J. PALMER

NATIONAL NOTE OF UTAH, L.C.

By: Wayne L. Palmer
Its: Managing Member

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

On the 23 day of October, 1998, personally appeared before me Glen J. Palmer who, being by me duly sworn did say that he is the Attorney in Fact for Dale L. Palmer and that the foregoing instrument was signed in behalf of said grantor by authority, and the said Glen J. Palmer acknowledged to me that he as such Attorney in Fact executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

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

On the 23 day of October, 1998, personally appeared before me KAY P. GRAHAM the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

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

On the 23 day of October, 1998, personally appeared before me GLEN J. PALMER the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

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

On the 23 day of October, 1998, personally appeared before me Wayne L. Palmer who being by me duly sworn did say that is the Managing Member of National Note of Utah, L.C., 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 the said Wayne L. Palmer duly acknowledged to me that said Limited Liability Company executed the same.

Notary Public
JULIE S. WRIGHT
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 15, 2000
State of Utah

NOTARY PUBLIC

EXHIBIT "A"

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 49°40'45" West 14.05 feet; thence North 28°07'00" West 145.56 feet; thence South 89°25'20" East 1548.89 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following three courses: South 31°53'30" East (South 31°09'37" East per Deed) 148.71 feet to a point of curvature thence along the arc of a 316.00 foot radius curve to the right through a central angle of 25°18'18" a distance of 139.56 feet to a point of tangency; thence South 06°35'12" East 569.16 feet to a point on an existing old established fence line; thence Westerly along said old established fence line the following fourteen courses: South 89°27'27" West 11.03 feet; thence North 88°01'07" West 65.32 feet; thence North 88°12'27" West 150.00 feet; thence North 87°52'06" West 73.09 feet; thence South 89°34'03" West 47.95 feet; thence North 87°57'11" West 49.13 feet; thence North 88°56'49" West 99.83 feet; thence North 89°03'14" West 107.39 feet; thence North 88°59'37" West 251.22 feet; thence North 88°42'05" West 236.52 feet; thence North 89°31'41" West 140.87 feet; thence North 89°15'47" West 113.12 feet; thence South 88°55'33" West 75.56 feet; thence South 88°13'36" West 119.91 feet; thence leaving said fence line North 05°46'00" East 431.70 feet; thence North 02°40'30" West 39.86 feet; thence North 17°36'15" West 55.70 feet; thence North 33°31'00" West 30.10 feet; thence North 43°38'45" West 181.25 feet to the point of beginning.

2000 PALMER PURCHASE
1998 PALMER PURCHASE

7-7-1998

Mayor McMullin said there was a request from Dennis Palmer who wants to pasture the ground in the River Bottoms. Mr. Palmer said he would fix the fence.

Councilman Christensen said there was a request to do the same thing in the City Park property on the South side of 10600 South and we wouldn't let them because it was close to the river and because the City had performed bank stabilization. He said they could let Mr. Palmer use it and terminate it at the City's will.

The Council decided to let him do it on a month by month basis.

Mayor McMullin said there is a golf tournament on July 16, 1998 and the City has had teams in the past.

Councilman Warne made a motion to authorize Staff to register two teams to play in the Country Fest golf tournament on July 16, 1998. Councilman Christensen seconded the motion. The vote was unanimous in favor.

City Planner Hansen will coordinate the two teams.

Mayor McMullin asked when they should schedule the public hearing for the Bangerter Corridor? City Planner Hansen said the public hearing on the Bangerter Corridor is in front of the Planning Commission on July 8, 1998.

Mayor McMullin suggested they create a zone that takes into account the acreage and have planned unit developments and higher density, but they do it on a ratio with a proportionate amount of ground. He said they can then condense the homes in a small area, but then they would have to provide the equivalent amount of land and green space.

Councilman Christensen said our PUD Ordinance allows for additional density if they provide significant improvements to the City. He said we would have to amend that Ordinance.

Councilman Warne said they need to work with Long Range Planning Committee to get a good mix of development in that area.

Councilman Christensen said he feels that we should lower the density in areas of the City, and bargain more.

Mayor McMullin said they need to create a type of zoning that will carryover to Kennecott. He said they need to think about how they are going to handle it.

Mayor McMullin asked when 2700 West will be completed? Staff Engineer Nichol said they are finishing the engineering design on it. Mayor McMullin asked him to call and let him know.

The Council asked Staff Engineer Nichol to bring back a timetable next week for 2700 West.

Councilman Christensen said the County Fair public hearing will be on Thursday, July 9th from 12:00 p.m. to 7:00 p.m.

South Jordan City
City Council Work Meeting

July 14, 1998

Present: Councilman Gary Chandler, Councilman Tom Christensen, Councilman Skip Criner, Councilwoman Mary Lynn Liddiard, Councilman Richard Warne, Administrative Secretary MaryAnn Dean, Administrative Services Director Sharlene Behunin, Police Chief John Parker, Fire Chief Gary Whatcott, City Engineer Wendell Rigby, Building Director Lynn Sharp, Community Development Director Clark Labrum, Economic Development Director Keith Snarr, Public Works Director Steve Bowen

Citizens: Margaret Kafer, Jim Kafer, Jim Liddiard, Bonnie Baveom, John Baveom, Phil Baker, Karen Fulmer, Larry Brown, Gene Fulmer, Helen Kunze

Councilman Chandler made a motion to go into closed meeting for property acquisition. Councilman Christensen seconded the motion. The vote was unanimous in favor.

CLOSED MEETING

Councilman Chandler made a motion to come out of closed meeting. Councilman Christensen seconded the motion. The vote was unanimous in favor.

V. COMMENTS FROM MAYOR AND MEMBERS OF THE CITY COUNCIL

Councilman Criner said the Historical Committee would like to do a mailing of flyers to announce the South Jordan History Book on sale at Country Fest. He asked Administrative Services Director Behunin to get him a purchase order for the post office and Not Just Copies.

Administrative Services Director Behunin said the Mayor wants a ribbon cutting for Phase II of Redwood Road Park. She said that has been scheduled for Saturday, July 25th at 12:30 at the edge of the new park and the old park. She requested that Council let Staff know who they would like invited.

Councilman Warne said the Parks Committee has been working on an updated Parks and Recreation Master Plan. He said he had put the rough draft in the Council boxes. He asked that the Council provide feedback that can be incorporated into the plan.

Councilman Warne asked that the Palmer Property purchase be put on the agenda for next week.

The Council took a 5 minute recess.

I. GENERAL BUSINESS

A. Roll Call

July 21, 1998

Mayor McMullin closed the public hearing.

Councilman Criner made a motion to have a 5 minute recess. Councilman Chandler seconded the motion. The vote was unanimous in favor, with Councilwoman Liddiard absent.

Mayor McMullin called the meeting back to order.

VII. DISCUSSION/POTENTIAL ACTION ITEMS

A. Proposed Ordinance Relating To Conditional Uses For Communication Towers

H. Purchase Of 29.4 Acres (Palmer Property) Located At Approximately 10600 South 600 West

Councilman Christensen made a motion to circle items A and H. Councilman Warne seconded the motion. The vote was unanimous in favor, with Councilwoman Liddiard absent.

B. Conditional Use Site Plan, L.D.S. Church Building, Jordan River First Ward, River Ridge Stake, 1244 W. 9685 S., R-1.8 Zone, 3.012 Acres, Presiding Bishopric Of The LDS Church (Applicant)

Councilman Criner made a motion to approve the Conditional Use Site Plan for the L.D.S. Church. Councilman Chandler seconded the motion.

Mayor McMullin asked if they would always use vinyl fencing? Mr. Fletcher said it was requested that they do solid fencing and they felt this would be a long term installation and better for graffiti removal, etc.

Mayor McMullin asked what other choices there were besides block and vinyl. Mr. Fletcher said this is an upgrade from chainlink and they prefer not to use masonry because it is costly and there are some maintenance costs with masonry.

The vote was unanimous in favor, with Councilwoman Liddiard absent.

C. Conditional Use Site Plan, Gateway Business Park, 10288 South Jordan Gateway, 2.23 Acres, Industrial Freeway Frontage (I-F) Zone District, Dick Maires (Applicant)

Mayor McMullin asked if we had worked the road out?

Community Development Director Labrum said it is all set. Mr. Maires said they have approval from all the down stream users to reroute the water.

Councilman Chandler made a motion to approve the conditional use site plan for Gateway Business Park, and authorize the Mayor to sign the development agreement. Councilman Christensen seconded the motion. The vote was unanimous in favor, with Councilwoman Liddiard absent.

D. Subgrant Agreement For The Conduct Of A Community Development Project Between Salt Lake County And South Jordan City

10-20-1998

B. APPROVE South Jordan Parkway And Jordan Gateway Waterlines - Award Of Project And Approval Of Construction Contract (Bell Canyon Construction - $176,110.70)

C. APPROVE Intersection Traffic Signal, 11400 South 1300 West - Award Of Project And Approval Of Construction Contract (High Desert Contractor - $29,742.00)

D. APPROVE Final Condominium Plat For South Jordan Plaza Office Park Located At 1100 West South Jordan Parkway

E. APPROVE Palmer Property Purchase

F. APPROVE A Resolution Appropriating $500 In The Police Department Budget Of The General Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1998

G. APPROVE A Resolution Appropriating $550 In The Non Departmental Budget Of The General Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

H. APPROVE A Resolution Appropriating $587,822 As An Operating Transfer From The General Fund To Capital Projects Fund And Appropriating The $587,822 Transfer In The Parks Projects Budget Of The Capital Projects Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

I. APPROVE A Resolution Appropriating $1,000 In The Police Department Budget Of The General Fund For The Purchase Of Bicycles. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

Councilman Warne made a motion to approve the Summary Action Calendar. Councilwoman Liddiard seconded the motion. The vote was unanimous in favor, with Councilman Christensen absent.

VIII. SUMMARY ACTION ITEMS HELD OVER

There were none.

Councilman Criner made a motion to recess for 10 minutes. Councilman Warne seconded the motion. The vote was unanimous in favor, with Councilman Christensen absent.

IX. DISCUSSION/POTENTIAL ACTION ITEMS

A. Kent Pearce Fencing Issue

Mayor McMullin said they have reviewed the Ordinances for the City regarding collector street fencing.

Councilman Criner said based on the Ordinance, he can't support granting a variance on this issue. He feels they would be setting a bad precedence.

Councilman Criner made a motion to deny the request of Mr. Pearce. Councilwoman Liddiard seconded the motion.

12-15-1998

Bridges Budget Of The Capital Projects Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

C. APPROVE A Resolution Appropriating $198,325 In The Storm Drain Budget Of The Capital Projects Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

D. APPROVE A Resolution Appropriating $94,169 As An Operating transfer From The Water Fund To The Secondary Water Fund And Appropriating $94,169 In The Capital Projects Budget Of The Secondary Water Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

E. APPROVE A Resolution Appropriating $23,833 In The Capital Projects Budget Of The Water Fund. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 1999

F. APPROVE A Resolution For South Jordan City Employee Christmas Gift Certificates

Councilwoman Liddiard made a motion to approve the Summary Action Calendar, as written. Councilman Criner seconded the motion.

Mayor McMullin said the same vote will apply to each item.

Councilman Findlay said when a bid is over budget on an item, they should appropriate the money at that time, rather than awarding the bid and appropriating the money later.

Administrative Services Director Behunin said she would like to see that happen. She said it takes longer to get the appropriation noticed and ready than it does to approve a bid.

City Administrator Chandler said they did identify where the money would come from and they are careful to not spend money they don't have or that has not been approved. He said if they followed Councilman Findlay's suggestion, they would have to hold a public hearing every time a bid was approved if it was not the exact amount in the budget. He said it would add 30 days to the process.

Councilman Warne said when they approved the Palmer property purchase, they held a hearing before they approved the agreement. He said in cases where bids come in under budget, it is not a problem, but if the engineer's estimate shows that they need more money they should begin noticing a public hearing. He said there will be times that they need to get started on a project and they will not be able to follow that process, but they should minimize as many of those projects as possible.

Roll call vote. The vote was unanimous in favor.

VII. SUMMARY ACTION ITEMS HELD OVER

None.

VIII. DISCUSSION/POTENTIAL ACTION ITEMS

A. Conditional Use Site Plan, TransJordan Landfill Roll Off Facility, 10873 South 7200 West Street, Commercial-Industrial (C-I) Zone District, TransJordan Cities/Dwayne Woolley

Community Development Director Labrum will put an overview of the General Plan on a future agenda.

C. Discussion Of Conservation Easements And Related Issues For South Jordan Riverway Wildlife Enhancement Project

Economic Development Director Snarr said they have received notice from U.S. Fish and Wildlife Service suspending the funding on the Wildlife Enhancement Project because the City has not adopted the conservation easement on the City property. He said they have a meeting tomorrow to discuss all of the issues. He referred to an article in the Deseret News (Attachment A). He said URMCC has originally earmarked $7 million for land acquisition, and then chose to use $3.5 million in the first year, and $3.5 million in future years. He said they cautioned up front that there was pressure from developers on all parcels, and they needed to be purchased right away. He said a cooperative agreement was not done with the U.S. Fish and Wildlife Service until early in 1997. He said the conservation easement was brought to the City Council on January 5, 1999 and the item was circled pending some clarification of questions.

Councilman Warne said he and Economic Development Director Snarr met with a group of neighbors on January 27, 1999 to discuss the Jordan River Parkway projects. He said the neighbors are happy with a nature park with trails, picnic tables, etc.

Economic Development Director Snarr said one issue is that land values have increased. He said the City also agreed to not interfere with the land acquisition that was supposed to be done by the end of 1998, and was not done. He said the City has since met with property owners and have purchased the Palmer property, and have an option on the Robinson property. He referred to a memorandum regarding partnership issues for the South Jordan Riverway Enhancement Project (Attachment B).

Mayor McMullin said south of 10600 South, east of the river, the entire area is set aside for wetlands. Economic Development Director Snarr showed, on a map, which parcels were included.

Mayor McMullin asked if the grant will help acquire the piece of land south of 10600 South. Economic Development Director Snarr said the money they have under the cooperative agreement with the U.S. Fish and Wildlife Service are private dollars, awarded in a court settlement on the damages to Sharon Steel. He said those monies are earmarked specifically for habitat restoration. He said URMCC, using mitigation dollars, earmarked some money for the Jordan River. He showed the Council which parcel the URMCC purchased.

Mayor McMullin asked if we could make the project work with the Hardcastle piece of property? Economic Development Director Snarr said yes they could make it work with the Hardcastle property.

Mayor McMullin asked about the deeds for the bank stabilization. Economic Development Director Snarr said they need approval from the County, and the EPA. He said the City will need to get the easement of the Hardcastle piece of property if the agency can't cut a deal. He showed how far the project will go.

Mayor McMullin said the City does not want to commit more than they already have. He asked Economic Development Director Snarr to write a history of everything that has taken place in the river bottoms.

Mayor McMullin asked if there are any plans between the end of the project and Midas Creek? Economic Development Director Snarr said he will check to see if there are more funds.

Mayor McMullin said we should not commit more property beyond where the planting has been done until they acquire the properties which abut the City property.

Economic Development Director Snarr said City Attorney Mike Mazuran will be present at the meeting tomorrow with the US Fish and Wildlife Service, and has been involved in the process.

D. 11400 South Interchange Interest Payment Commitment

Future looks bleak for Jordan River bird habitat

By Vaughn Lovejoy

My view

We have reached a juncture, a deciding point about the future of other species on our planet and in our local region. Of the 9,600 bird species that inhabit our planet, two-thirds are now in decline, in large part due to habitat loss.

Local long-term studies of bird populations show that approximately 75 percent of the bird species that breed in our state, about 200 species, are dependent on riparian habitat, the corridors of trees and shrubs that grow along streams and rivers such as the Jordan River.

Local biologists estimate that about 150 of these bird species in Utah require riparian habitat. If this habitat disappears, these 150 species of birds will vanish from our state along with it. In the Western United States we have less than 2 percent of our riparian habitat remaining in its natural condition.

The degradation and loss of the Salt Lake Valley's riparian zones and wetland habitats during the past 150 years makes remaining waterways, such as the Jordan River and its adjacent wetlands, vital to the survival of birds.

The Jordan River is a migration and habitat corridor between Utah Lake and the Great Salt Lake and a biological sanctuary between Utah's west desert and the Wasatch Range. It is also at the heart of the Great Salt Lake flyway and is therefore a crucial stopover for hundreds of thousands of migrating birds each season. The future of the Jordan River habitat, and with it the future of many species of birds in our area, is being decided now.

That future is looking very bleak. During the mid- to late 1980s, about 1,000 acres along the Jordan River were identified as healthy or nearly healthy wetlands — potential sites for songbird and wildlife habitat restoration. It was determined at that time that it would take about $7 million to buy those lands.

In the spring of 1997, a visionary project was unveiled to help begin to address this issue. A unique cooperative agreement, which had taken more than two years to put together, was signed with the goal of protecting and restoring nearly 190 acres along a 1.5 mile stretch of the river.

To date, only 43.6 acres have been secured for this project, and obtaining a large portion of the remaining lands is seriously threatened. South Jordan rezoned some of these lands in 1995 for commercial use even though the acreage had been previously designated for open space. *

This decision and other increasing pressures for development have sent land prices out of sight along this portion of the river. It is now impossible to pay the escalating prices for the remaining 96 acres of privately held lands. On some of the public lands that had been designated for this project, local citizens would like to see a park. There is also growing sentiment to create a golf course in South Jordan along the river.

Parks and golf courses are not wildlife and bird habitat. They can be put in other places. The invaluable and irreplaceable habitat that the Jordan River riparian corridor provides can only go along the river. This decision is up to us. I hope that we understand that the fate of many amazingly beautiful species of birds along the Wasatch Front hangs in the balance.

What can we do?

1. Write or call city officials that have the Jordan River flood plain within their jurisdiction as well as state governmental leaders. Tell them that they must find a way to protect the Jordan River flood plain for bird and wildlife habitat and that you want them to do it now before it is too late.

2. Call TreeUtah (364-2122) and get involved planting and maintaining the 60 acres that have been set aside so far. Or visit our Web site at (http://www.treelink.org/treeutah).

Vaughn Lovejoy is planting project coordinator for TreeUtah in Salt Lake City.

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* while zoning is "CFF" - Commercial Freeway Frontage, the adopting ordinance 95-15 specifies a mixture of land uses "as specified in the City's general plan" Resolution 95-20 passed also on Nov. 14, 1995 specifies open space preservation as the use for the subject properties. Ordinance 95-17 passed Nov. 14, 1995 requires compliance with the general plan as to location, amount and relationship of said uses in the area between 10600 South and 11400 South and the I-15 and the Jordan River. Therefore, the use allowed on the Hardcastle, Johnson and South Jordan city parcels is "open space preservation!"

Attachment "A"

MEMORANDUM

FOR: Meeting with URMCC – Utah Reclamation Mitigation and Conservation Commission
US Fish and Wildlife Service
Trust For Public Lands
South Jordan City

DATE: February 24, 1999

SUBJECT: **PARTNERSHIP ISSUES -**
SOUTH JORDAN RIVERWAY ENHANCEMENT PROJECT

1. Overview/Mission Remarks by Gary Chandler:
   A. Read mission statement from Jordan River Parkway Plan.
   B. Summarize Focus article.
   C. Relate the Norman Schwartkoff story.

2. Allegations by TreeUtah that South Jordan has dropped the ball on zoning are false.
   A. TreeUtah does not understand the zoning.
   B. Zoning was in place before the restoration project ever began.
   C. The problem of escalating land prices was identified in the proposal.
   D. Recent land values in the area have increased about 20% per year.

3. Partner participation by US Fish and Wildlife Service has been disappointing.
   A. While adoption of conservation easements by the South Jordan City Council was delayed, a meeting was scheduled for March 9, 1999 to discuss this matter.
   B. Despite this attempt to work things out amicably, USFWS has unilaterally taken drastic action to suspend project funding.

4. Land Acquisition by URMCC and The Trust For Public Land (TPL) has been disappointing.
   A. URMCC and TPL talk about land acquisition, but frankly have not performed.
   B. During the same period of time, South Jordan City has acquired two parcels along the Jordan River, the 28-acre Palmer property, and the 18-acre Robison parcel (purchase option).
   C. This shows that by prompt action and fair dealing these lands can be acquired.

5. Cooperator's/partners, please be advised that Gary Chandler, City Administrator, is South Jordan City's Chief Executive Officer.
   A. No effort by US Fish and Wildlife Service or other partners to contact Mr. Chandler and advise him about this project since he has taken the helm seven months ago.
   B. Likewise, there has been little involvement with the South Jordan City Council to keep them informed of the project. This needs to be done on a more frequent basis.

6. South Jordan City is wary of unnecessary deed restrictions.
   A. Action seeking adoption of a conservation easement comes at a particularly sensitive time when the City Council has been dealing with another deed restriction on the west side of the river.
   B. Reverter deed restriction from Utah Parks and Recreation Division has limited flexibility and tied the City's hands, making it difficult to accomplish the City's goal to establish a continuous parkway corridor throughout the length of the Jordan River

in South Jordan. This has been very frustrating and has caused some concern and reluctance on the part of the City Council to proceed with adoption of further deed restrictions on the parcels east of the Jordan River.

C. The City is particularly wary when URMCC and TPL have accomplished no other land acquisition on other parcels surrounding the City properties.

7. South Jordan City is prepared to meet its contractual obligations.
   A. Demands for conservation easements on the City-owned parcels appear to be over reaching contractual intent.
   B. Section 4.6 of the South Jordan City proposal states *" the project area will be protected in perpetuity through outright purchase <u>or</u> conservation easements"* (emphasis added).
   C. Section 4.6 of the South Jordan proposal concludes that *"The preservation of this land will be ensured by <u>a stewardship agreement</u> between South Jordan City, National Audubon Society, and the Department of the Interior."*
   D. Paragraph I of the MOU with TPL dated May 6, 1997 addresses conservation easements as follows: *"The parties anticipate that in the event that TPL is unable to acquire a fee simple title interest in any of the private lands, it will attempt to acquire a conservation easement in said lands. If the city deems it appropriate, UOL shall be considered for the role of the long term steward and holder of one or more conservation easements for a portion of the Private Lands.* The conservation easement would involve a donation by the landowner to TPL such that this land acquisition strategy could be arranged with certain benefits to the landowner.

8. South Jordan City is responsive to its citizens' concerns.
   A. Coincidentally when conservation easements were being discussed, neighbors were in attendance from the adjoining "Brook-n-Lance" subdivision located east of the Jordan River. These property owners recalled that ten acres of the City property were to be set aside as a neighborhood park. The City Council needed additional time to research these claims.
   B. Councilman Richard Warne, the City's liaison to the City's Parks Committee, and Keith Snarr met with "Brook-n-Lance" area residents on January 23, 1999 to explain the Jordan River Parkway programs. Neighbors concluded that they are seeking pedestrian trails and equestrian trails in the area near their homes.

9. Of Rumors and Falsehoods - Setting the record straight.
   A. As a result of the meeting with "Brook-n-Lance" residents there appears to be strong neighborhood consensus for trail development with occasional benches and picnic tables.
      To construe these desires to include volleyball pits, play fields or picnic pavilions is totally false.

   B. South Jordan City is rumored to be exploring the potential for a golf course development at the present time, but this analysis is confined only to the west side of the river.

10. Conclusion.
   A. If we are going to be partners, let's be partners!
   B. If not, let's write the letters of termination and walk away.

6-1-1999

Councilman Christensen said when the one acre lot minimum plan was adopted a few years ago, they were thinking of the area around the Equestrian Park to be horse property. He said they are finding that the one acre lots are becoming large homes, rather than horse property.

Mr. Lasater said Parkway Palisades subdivision has 1/2 acre properties, and they have no horses. He said he does not know how much land they would need to have horses, and is not sure there is a demand for horse property.

Mr. McKean said the break-even price for a one acre lot is between $118,000-$125,000. He said the cost of land is more in South Jordan than other cities, such as Bluffdale. Mr. McKean said the majority of the interest is in obtaining 1/2 acre lots.

Mr. Lasater said they can do a combination of various lot sizes. He said they can make sure the small lots don't back onto large lots.

Councilman Christensen said he does not believe people will have horses on 1/2 acre lots.

Councilman Findlay feels less than a full acre is unsuitable to have horses. He said there are places in South Jordan where it is appropriate to have smaller lots and clustered developments, but there is also a need for larger lots, such as one acre. He said they also need a buffer between agricultural zoning, and other incompatible uses. He said the master plan calls for larger lots, and he would like to keep the area as planned.

Councilman Criner said he does not feel 1/2 acre is enough for a horse. He believes the master plan should be changed, as needed, but the current zoning designation for this parcel is appropriate. He feels there is a market for horse property.

Councilwoman Liddiard concurred, and said she wants to support the Planning Commission on their decision to deny the request. She said since they are bringing the County Fair to South Jordan, she hopes people will be enticed to look at one acre lots.

Councilman Warne concurred. He said there are a variety of lot sizes in South Jordan, and he feels they should have some one acre lots and horse property. He said it is logical to put horse property near the Equestrian Park. He feels 1/2 acre is too small for a horse, and he is concerned about putting smaller lots by the Equestrian Park. He fears they will get complaints about the dust, and noise from the Equestrian Park.

Councilman Christensen said the original master plan called for 1/3 and 1/2 acre lots, and it was changed 5-6 years ago to provide for larger lots. He said there is not a large demand for a one acre lot because of the cost. He said if they have larger lots in the City, this is the ideal place, but the City Council needs to be open to creative plans that provide for larger and smaller lots. He does not believe 1/2 acre lots are horse property.

Councilman Findlay made a motion to deny the Resolution for amendment to the Future Land Use Element of the General Plan for Parcel 27-21-226-002, located at approximately 11150 South 2200 West from Rural Residential, 1 acre minimum to Rural Residential, 1/2 acre minimum. Councilman Criner seconded the motion. Roll call vote. The vote was unanimous in favor.

B. Ordinance For Rezone For Parcel 27-11-451-004, 5.344 Acres Located At Approximately 10100 South 1000 West From Agricultural (A-5) To Residential (R-2.5), Building Dynamics, Inc./Harold B. Irving (Applicant)

Harold Irving, 6752 S. Cortland Ave., said he would like to develop a 5.334 acre parcel of ground into 1/3 acre lots, and they want to build homes on the east side of 1000 West.

Community Development Director Labrum said the property to the north, and south is zoned R-1.8, but most of the lots are 1/3 acre lots.

Mayor McMullin said once the stub street goes in over the hill, the City has the right to hook into the stub street for the park, so the road should be an adequate width. He said the City agreed to use the other access until the upper part is developed, and then the City is allowed to tie into the upper road to the park.

Councilman Warne said they had numerous discussions with Val and Glen Palmer. He said the access road will ultimately go from 1000 West down into the park, which would go through their property. He said Val and Glen agreed to the access road.

Mr. Irving said Van?? wants to develop his property, and it is logical that the stub street be provided by his portion of the property because it goes to the peak of the hill. He asked why the road can't go through the property to the south?

Councilman Warne said he believes the commitment by Val and Glen is in writing. Mayor McMullin concurred. He said the stub street was agreed to in their discussions, when the City purchased the Palmer property.

Councilman Warne said he told the Palmer's that the road would have to be wider than normal because of access to the park. He said the Palmer's were agreeable to a wider road, as long as they got the same amount of lots as they would get with an R-2.5 zoning. He thinks they will need a 60 ft. road, and he thinks they could get the same amount of lots with a road that wide.

Mr. Irving said Glen Palmer said the Council might raise this issue, indicated to him that he never agreed to the road.

Community Development Director Labrum said they talked about stubbing the road to the south, and allowing access to the south side of the property in the future. He said they did discuss a stub street of some kind, and he did not know about the agreement between the City and the Palmer's.

City Administrator Chandler said he will get the agreement from when the Palmer property was purchased.

Mayor McMullin said he has no problem with rezoning the property. Mr. Irving requested a copy of the agreement made with the Palmer family.

Councilman Warne made a motion to approve the Ordinance for rezone for parcel 27-11-451-004, 5.344 acres located at approximately 10100 South 1000 West, from Agricultural (A-5) to Residential (R-2.5), with the condition that when the developer submits the preliminary plat, there be a 60 ft. stub street to the east property line of the project.

Councilman Warne said it is not uncommon for cities to require a stub street when it adjoins vacant land.

Councilman Criner made a substitute motion to circle the item for a time period not to exceed 60-90 days to work out the road issues, and to see if this is going to be a viable development.

Councilman Criner said he does not want to rezone the property until they are sure the project is going to work.

Councilwoman Liddiard seconded the motion.

Councilman Christensen said his concern is that the property is surrounded by R-1.8 and agricultural zoning, and they may be incompatible uses. He said it will be a problem for him if it comes back with a R-2.5 zoning, unless he is convinced that it is the appropriate zoning. Councilman Findlay concurred with Councilman Christensen.

Community Development Director Labrum said the Ridgecrest subdivision to the south is zoned R-1.8, but is primarily 1/3 acre lots with no animals.

The vote was unanimous in favor.

6-15-1999

Mayor McMullin asked City Administrator Chandler to provide the City Council with prior memos regarding health insurance, and the cost savings. Councilman Warne requested cost comparisons of the other municipalities on the sections that were circled tonight.

E. Land Use Amendment File No. 27-24-126-005 (Applicant - Marvin Miller)

Councilman Findlay made a motion to approve the Land Use Amendment File No. 27-24-126-005. Councilman Criner seconded the motion. The vote was unanimous in favor.

F. Rezoning File No. 27-24-126-005 Miller Rezoning (Applicant - Marvin Miller)

Councilman Criner made a motion to approve Rezoning File No. 27-24-126-005. Councilman Findlay seconded the motion. The vote was unanimous in favor.

H. 27-11-451-004, Rezone Application, 10100 South 1000 West (Approximate), 5.344 Acres, Agricultural (A-5) To Residential (R-2.5), Building Dynamics, Inc./Harold B. Irving (Applicant)

Mayor McMullin said it is the City's practice to put in stub roads where there is vacant land.

Councilman Warne said the park access easement comes from the City's property to Shields Lane. He said Glen Palmer doesn't own the property to the south. Glen Palmer said Van Palmer agreed to allow the City access along the south side of his (Van Palmer) property to bring equipment down to the park below their property.

Glen Palmer said Val Palmer plans to dedicate the old lane to the City, and move it 130 feet to the center of the property. Mr. Irving said the easement will be moved for access to the park.

Mayor McMullin requested they hold the item for a week, and he would talk to the Palmer family.

Community Development Director Labrum said Glen Palmer's property was not subject to the promised park access easement, judging by the signers of the easement.

Councilman Findlay made a motion to circle item VII. H.

Councilman Warne said when they talked to Van, they discussed when the subdivision street was developed, and how the development would be laid out so there would be access from 1000 West to the park property.

Community Development Director Labrum said the City Council could still approve the rezone, and work the issues out before the subdivision plat is approved.

Councilman Findlay feels they should address all of the problems.

Councilman Warne seconded the motion. The vote was unanimous in favor.

I. Carriage Crossing Subdivision Proposed Curb Cuts

Community Development Director Labrum said the neighbors have called and are concerned about the curb cuts for Milt Shipp's property at 9800 S. and Bangerter Highway. He said they need to decide if the subdivision street can be used as an access to this development. He said the street could be a prime use for delivery trucks.

Councilman Warne said delivery trucks won't fit adequately on a 50 ft. road.

Community Development Director Labrum said they will have to hold public hearings with the site plan approval process.

6-22-1999

Mayor McMullin suggested they put the lights 180 ft. apart, and stagger the lights and use money in the Special Improvement District for the lights. He suggested they create a Special Improvement District (SID) for the freeway area. Councilman Warne said Gerald Anderson offered to help create the SID by the freeway.

Community Development Director Labrum said they could tie the style of light from the railroad bridge to Jordan Gateway. Mayor McMullin suggested they bring back the options to the City Council.

Councilman Criner made a motion to select series II, single bulb light, second picture from the left (Attachment C), and as an alternate, series II, third picture from the left (Attachment C), if there is a problem with the height of the light. Councilwoman Liddiard seconded the motion. The vote was unanimous in favor, with Councilman Findlay absent.

J. Contract With Salt Lake County For Election Services

Councilman Criner made a motion to approve the contract with Salt Lake County for election services. Councilwoman Liddiard seconded the motion. The vote was unanimous in favor, with Councilman Christensen abstaining, and Councilman Findlay absent.

K. Conservation Easement For South Jordan City Parcel Located In South Jordan Riverway Wildlife Enhancement Project Area

This item was not discussed.

L. Horse Arena Facility Agreements

Councilman Christensen made a motion to approve the horse facility agreements. Councilman Warne seconded the motion. The vote was unanimous in favor, with Councilman Findlay absent.

M. 27-11-451-004, Rezone Application, 10100 South 1000 West (Approximate), 5.344 Acres, Agricultural (A-5) To Residential (R-2.5), Building Dynamics, Inc./Harold B. Irving (Applicant)

Mayor McMullin said the issue with the Palmer family has not been resolved. He asked Community Development Director Labrum to give the City Council an overlay on the property from 1000 West, over the hill, and to the river. He said they should have a plan for the whole area, and that includes access into the city owned property. He said they can approve the rezoning.

Councilman Christensen said he feels the zoning should be R-1.8, rather than R-2.5.

Harold Irving, said all the surrounding subdivisions are 1/3 acre lots.

Councilman Criner made a motion to approve the rezone application, 10100 South 1000 West, 5.344 Acres, Agricultural (A-5) To Residential (R-2.5). Councilman Warne seconded the motion. Roll call vote. The vote was 3-2 in favor, with Councilman Christensen and Councilwoman Liddiard opposed, Mayor McMullin breaking the tie with a favorable vote, and Councilman Findlay absent.

N. Zoning Standards In Redevelopment Area #2, Southeast Corner Of 1700 West And 10400 South, Zoned C-C

Councilman Warne said his preference is to use the Redwood Road Corridor zone standards.

Community Development Director Labrum said the MU-City Center zone landscaping requirements are higher, and the architectural standards are more restrictive. He said the CC zone has no architectural standards.

7-20-1999

are not based on final engineering. He said the cost to bury the UP & L lines will be between $100-125, per foot. He said they have discussed covering the canal, and whether or not it would save money on eliminating the retaining wall on the east side of the road by the Jordan River Temple. He said they need direction from the City Council on which options to choose. He said the cost to cover the canal is about $125 a foot ($45,000-50,000 total). He said to do a curb, gutter, and sidewalk on the west side of the road, part of the canal will be covered. He said they don't necessarily eliminate the need for the retaining wall, and they would not save a great deal.

Mayor McMullin asked how long it would be until they have enough money to do the project? Staff Engineer Shipp said between this year's budget, and next year's budget, they can do an 80 ft. road, but it does not include burying the power lines.

Staff Engineer Shipp said there could be a cost offset for the difference if the line needs to be moved, versus burying the line. He estimated it would still be $100 a foot to bury the line, with the cost differential.

Councilman Warne said after they decide on the road alignment, they can figure out what it will cost to bury the power lines.

Mayor McMullin said they don't have the money to bury the power lines. He said they need to pick the alignment so they can do the bridge this year, the ditch, the underground water system, and the retaining wall. He said there is no savings to move the road to the west.

Community Development Director Labrum asked what type of bike path the City Council wants? Mayor McMullin said they talked about making the sidewalk wider, and have one side of the sidewalk for the bike path. Community Development Director Labrum said there is plenty of shoulder with an 80 ft. road, as long as it stays two lanes, and they can stripe one side of the road for a bike path.

Councilman Warne said if they want to have a bike path, they should have it separate. He feels people will not ride their bike on a path that is striped on the street.

Councilman Criner suggested they use the extra funds on other items, such as secondary water.

Staff Engineer Shipp said if they shift the road to the east, they are moving the road away from the homes. He said he will work with UDOT with the intersection at 10400 South.

Councilwoman Liddiard made a motion to shift the road to the east on the south part of 1300 west between 10400 South to 9400 South. Councilman Criner seconded the motion. The vote was unanimous in favor, with Councilman Christensen absent.

Mayor McMullin asked that the application for the bridge be made immediately.

Councilman Warne said now that the alignment is chosen, they need to look at the cost of burying the power lines.

VIII. INFORMATIONAL ITEMS AND OTHER BUSINESS

A. CALENDARING ITEMS

Community Development Director Labrum showed a map of Harold Irving's proposed development. He said staff is hesitant to recommend approval of the proposed cul-de-sac. He also showed the City Council staff's recommendations on how the property might be developed. He does not know if Mr. Irving has talked with the rest of the Palmer family to see if the plan is acceptable. Community Development Director Labrum said his concern is the cul-de-sac, and he does not want the road to dead end.

Councilman Warne said he would like to know how the rest of the Palmer family feels about this proposal. Councilwoman Liddiard concurred.

Councilman Criner said he is opposed to the cul-de-sac.

Mayor McMullin said he would talk with the Palmer family. He asked if the City Council wants a long cul-de-sac, or do they want to put a stub street to the south, or a stub street closer to 1000 West?

Councilman Warne said the street could go straight through the development, and then stub at the end.

Community Development Director Labrum said they have looked into stubbing the streets, but they think they will lose a lot on Glen Palmer's property.

Mayor McMullin said if they move the stub street, it will make the lot smaller, but they will not lose it.

Councilman Warne said he discussed the situation with Val Palmer's son, and he thought they could stub the street and not lose a lot in the development.

Mayor McMullin said the houses face east/west, and they both have a 100 ft. frontage. Community Development Director Labrum said the lots are not deep enough to make the lots 1/3 of an acre.

Councilman Criner said he favors a through street.

Mayor McMullin feels they should stub the street to the south, and adjust the lots, if needed.

Councilman Warne would still like Mayor McMullin to consult with the other side of the family. The City Council concurred.

Luane Jenson, said it is not illegal to ride a bike on the sidewalk, and suggested they think about that in relation to the 1300 West widening project. She said instead of having a bike trail on 10400 South, the Transportation Task Force would like one on 9800 South and 11400 South because of the City park on 11400 South, and the trail head on 9800 South, and then the trail can loop around to the Jordan River Parkway.

Councilman Findlay and Councilman Criner both indicated that they will not be present at next week's meeting.

ADJOURNMENT

Councilman Criner made a motion to adjourn. Councilwoman Liddiard seconded the motion. The vote was unanimous in favor.

The July 20, 1999 City Council meeting adjourned at 9:45 p.m.

Mayor McMullin asked that a complimentary letter be sent to Lohra Miller, the current prosecuting attorney. He also asked that she be invited to a City Council meeting and given a plaque.

G. Front Yard Fencing

City Administrator Horst said there is a lot of discussion about open space. He said open space is a visual effect, and that is why there are front and side yard setbacks. He said front year fencing diminishes the open space look.

Councilwoman Wilburn said the person who made this request lives on Redwood Road and has small children.

Councilman Warne suggested they go over all of the collector street fencing standards in the work meeting.

Councilwoman Wilburn made a motion to put this item on a future work meeting. Councilman Sanderson seconded the motion. The vote was unanimous in favor.

H. Development Agreement For Wal-Mart And Sam's Club Stores, 11400 South Jordan Gateway

Mayor McMullin asked City Attorney Mazuran to make sure the development agreement language corresponds with the ADL. He thanked the staff for their effort on this project.

Councilman Sanderson said Wal-Mart is a coveted store to have in a community, and will provide an excellent sales tax revenue.

Mayor McMullin said this is not a "done deal" until Friday, January 14, 2000.

I. Purchase Of Palmer, Thomas, McKee Property Along The Jordan River, 11.302 Acres

Councilman Criner made a motion to circle item III. I. until next week. Councilman Burton seconded the motion. The vote was unanimous in favor.

IV. COMMENTS FROM MAYOR AND MEMBERS OF THE CITY COUNCIL

Councilman Sanderson said he previously proposed a concept of having the 1st and 3rd meetings as voting sessions, and the 2nd and 4th meetings as study sessions, and to take the 5th Tuesday off. Mayor McMullin said they try to do that for the most part. He asked City Administrator Horst to try to plan the meetings as Councilman Sanderson has proposed.

minimum of 40 hours per week. Balmforth shall be considered an exempt employee for purposes of overtime compensation requirements of the Fair Labor Standards Act. The South Jordan City Council may adjust the compensation of Balmforth from time to time as deemed appropriate. He also asked that full-time employees in section 6 be changed to Department Heads. Councilman Criner seconded the motion. The vote was unanimous in favor, with Councilwoman Wilburn absent.

E. File #27-17-400-015, Ordinance To Amend The City's Zoning Map From A-5 To R-2.5 For 14.108 Acres Located At Approximately 10830 South 3200 West, Peterson Development (Applicant)

This item was not done, as per the discussion in item IV. C.

F. Staff Protocol - Councilman Criner

City Administrator Horst said he was directed to prepare a grievance procedure. He said they can adopt it as a policy, and they can bring it back later as they adjust additional administrative actions in the code.

Councilman Criner made a motion to approve the Staff Protocol, as presented. Councilman Sanderson seconded the motion. The vote was unanimous in favor, with Councilwoman Wilburn absent.

G. Palmer Property Purchase

Mayor McMullin said they would have an initial payment up front, and a final payment due on October 1, 2000, as outlined in the agreement.

Councilman Sanderson made a motion to appropriate $335,633 from the funds acquired from Salt Lake County for the purchase of this property, and a contribution of $116,447 to be paid for at a later date, as prescribed in the agreement, from the park impact fees and not from the General Fund. Councilman Warne seconded the motion. The vote was 3-1 in favor, with Councilman Criner opposed and Councilwoman Wilburn absent.

Councilman Criner said he feels there are other projects that are a higher priority to him.

VII. INFORMATIONAL ITEMS AND OTHER BUSINESS

A. CALENDARING ITEMS

City Administrator Horst asked that the City Council let him know if there are anymore items that they want on the agenda next week. Councilman Sanderson asked that no voting items be put on the agenda, unless it is an emergency.

IV. COMMENTS FROM MAYOR AND MEMBERS OF THE CITY COUNCIL

Mayor McMullin said he would like to draft a letter requesting the State of Utah take over 11400 South.

Councilman Christensen made a motion authorizing Mayor McMullin to sign a letter, to be sent to Glen Brown, Tom Warne, and Jim McMinimee, inviting the State to take over 11400 South. Councilwoman Liddiard seconded the motion. The vote was unanimous in favor, with Councilman Criner, and Councilman Findlay absent.

Mayor McMullin said he will be talking to Van Palmer about the updated plan for his property. He said if Mr. Palmer agrees to it, he will bring it back to the City Council for approval.

Councilman Christensen suggested a note be placed on the plat map indicating the through street. Councilwoman Liddiard suggested a sign be posted indicating the through street as well.

Mayor McMullin said there have been some concerns in the current bonding process for a development. He suggested they change the Ordinance to require the bond to be posted after City Council approval, but he will not sign any documents for it until the fees are paid and the bond is posted.

Councilman Warne suggested the standard development agreement also be changed so the developer acknowledges that the Mayor will not sign the documents until the bond is posted, and that the developer does not have final approval until the plat is recorded.

Mayor McMullin said the language will be in the Ordinance. Councilman Christensen suggested a 30 day requirement to post the bond, after City Council approval.

Councilman Warne suggested the language be put in the development agreement, as well as the Ordinance.

The City Council concurred that the changes be made to the bonding Ordinance, and that it be brought back for final approval.

Councilman Christensen said the people over the County Fair indicated that the traffic study does not recommend closing 2200 West. He said the Letter of Understanding does not indicate that 2200 West must be closed, and the County feels it will cause problems in the surrounding neighborhoods.

SOUTH JORDAN CITY
City Council Report

Council Meeting Date: 11/18/2003

Issue: South Valley Sewer District – Acquisition of Land for Sewer Treatment Facility

Submitted By: Ricky A. Horst

Agenda Item No. VII. A.

- Staff Recommendation (Motion Ready): Set a public hearing for December 2, 2003 and schedule the decision to follow the public hearing. Authorize the Planning Staff and Planning Commission to proceed with their review process noting that any approvals on a potential site plan are subject to public review and are pending based on the determination of the City Council and/or courts as to the disposition of the land.

BACKGROUND: The South Valley Sewer District made a presentation to the City Council on November 4, 2003 wherein they express their desire to locate a sewer treatment facility within the jurisdiction of South Jordan City. They are scheduled to appear again on November 18, 2003 to further present their findings and to readdress issues rose by the City Council during the November 4th presentation.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The SVSD has disclosed findings that support the proposition of locating a treatment facility within South Jordan City. Bowen Collins and Associates, Ken Spiers, Project Engineer base findings on the study results as presented.
- The SVSD has disclosed that the property required to facilitate the treatment facility is owned by the City of South Jordan. In the event that such property was privately owned, SVSD could have acquired the property without any consideration by SJC.
- The SVSD disclosed their desire to acquire the property previously in closed session under the protections of public disclosure laws concerning real property discussion. Now released is a letter dated July 31, 2003 where in the SVSD states their desire to acquire the property in question and seeks support of the City in a friendly condemnation of the property. That have herein stated, "The District has no choice but to take those steps necessary in order to acquire the property. Please be advised that it is the present intention of the District Board of Trustees to condemn the property if the same cannot be obtained by purchase from South Jordan City." The SVSD derives its powers of eminent domain from statute. Section 78-34-1 of the Utah Code Annotated provides that the right of eminent domain may be exercised for a variety of public uses. Subsection (9) of the aforesaid section further provides the right to condemn for sewer services and facilities.
- The issue of land acquisition is the only issue before the City Council. Issues of public opinion, public hearings, permitting, and other such requirements rest with the SVSD and other state and federal agencies providing oversight to such issues.

- Currently, should the SVSD acquire the property in question, the City reserves the right to address issues of architecture, access road, support utilities, etc…
- Recently, the Metro Water District sought to acquire property within the City of Draper for a water treatment facility. Draper choice to fight condemnation efforts and lost in the courts. As a result of this action, the Legislature sought to adopt new language that would granted such entities as water and sewer districts the right to site facilities while limiting significantly the local governments rights to govern any and all actions inclusive of design, architecture, etc…
- SVSD has submitted an appraisal of the property in question, which has been valued at $1,640,000. SJC has received an Earnest Money Sales Agreement and $1,000.00 in earnest money.
- The SVSD has submitted site plans to the Planning Office for presentation to the Planning Commission on November 25, 2003. Such uses are permissible within the City, but fall under a conditional use permit process. The SVSD has submitted their site plan as apart of their due diligence process. The Planning Commission is not charged with the disposition of the land in question. Such planning and review process should continue so that staff and the Planning Commission can be made well aware of all issues with the benefit of public comment. This information will be valuable in the deliberation process the City Council must undertake in review of the request before them.

Conclusions:

- The City Council must have time to validate the information they have received from the SVSD.
- Per City ordinance adopted this night, a public hearing must be scheduled if there is consideration of a purchase, sale, or trade, by common consent or condemnation.

Recommendations:

- Schedule and hold a public hearing for December 2, 2003. Authorize the Planning Staff and Planning Commission to proceed with the review process noting that any approvals on a potential site plan are subject to public review and are pending based on the determination of the City Council and/or courts as to the disposition of the land.

FISCAL IMPACT:

- $1,640,000 purchase price. If purchase is realized, proceeds are recommended be used to secure additional open space lands.
- $???? Host fees to cover the impact of having the facility within our community. Host fees should be negotiated should the facility move forward with proceeds supporting park and open space preservation and maintenance projects.

ALTERNATIVES:

- To fight condemnation proceedings.
- To agree to friendly condemnation proceedings and negotiated the best deal for the citizens of South Jordan.

- To agree to sale the property under the threat of condemnation, but avoid condemnation proceedings.

SUPPORT MATERIALS:

- Letter dated July 31, 2003 – South Valley Sewer District
- Letter dated May 9, 2003 – Mazuran & Hayes Law Offices
- Appraisal dated May 14, 2003 – J. Phillip Cook & Associates – Two-page summary.
- Earnest Money Sales Agreement
- Letter dated November 13, 2003

Approved as to Content: _____ City Manager Legal Review: _____ City Attorney

South Valley Sewer District
874 East 12400 South, P.O. Box 908 • Draper, Utah 84020
Phone 571-1166 • Fax 571-5339

July 31, 2003

Hand Deliver

Ricky Horst
South Jordan City Manager
11175 South Redwood Road
South Jordan, UT 84095

Dear Ricky:

As we have recently informed you, the South Valley Sewer District has explored various possible sites for the purpose of locating a sewage treatment plant to serve the District, including the Daybreak project presently being planned and developed in South Jordan City. In order to meet the needs of South Jordan City residents as well as other residents in the District, we believe that it is necessary to acquire an appropriate site which will allow gravity flow to the new treatment plant. After careful evaluation, it appears that the best site for the new sewage treatment plant is on the South Jordan property located next to the river which we have discussed with you previously.

The District has no choice but to take those steps necessary in order to acquire this property. Please be advised that it is the present intention of the District Board of Trustees to condemn the property if the same cannot be obtained by purchase from South Jordan City. We would hope that we can negotiate the purchase of the property and avoid condemnation litigation.

Sincerely,

Craig White
District Manager

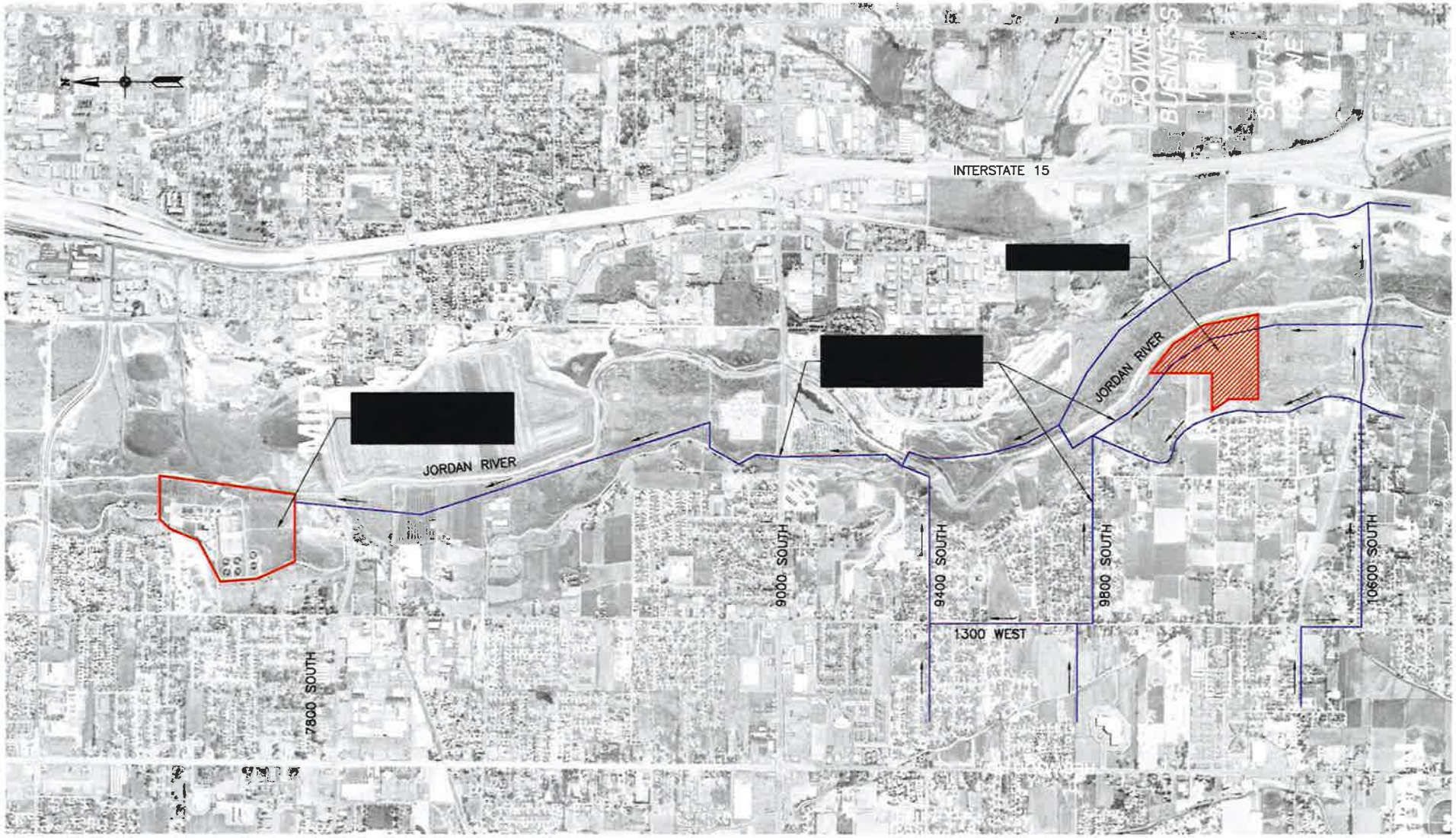
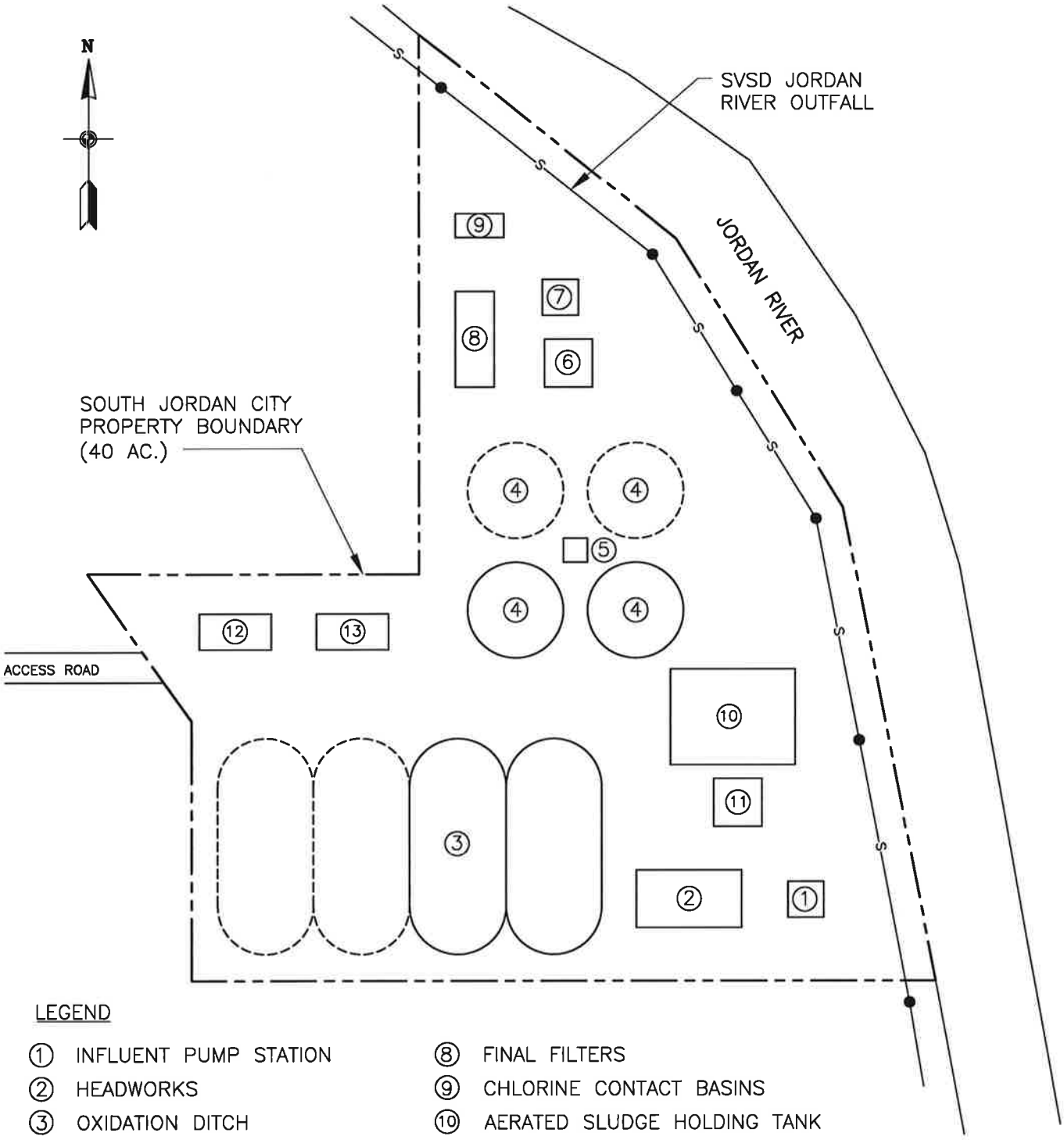


Figure ES-5
AREA MAP
Wastewater Treatment Facility Plan
South Valley Sewer District

Bowen Collins & Associates, Inc.
Consulting Engineers

P:\South Valley Sewer District\WWTP Facility Plan\Drawings\Figure ES-5.dwg Nov04,2003 - 7:33am



LEGEND

1. INFLUENT PUMP STATION
2. HEADWORKS
3. OXIDATION DITCH
4. FINAL CLARIFIER
5. RAS/WAS PUMP STATION
6. UV DISINFECTION
7. POST AERATION
8. FINAL FILTERS
9. CHLORINE CONTACT BASINS
10. AERATED SLUDGE HOLDING TANK
11. SLUDGE DEWATERING FACILITY
12. ADMINISTRATION BUILDING
13. MAINTENANCE BUILDING

------- FUTURE PHASES

Figure 4–3
FACILITY SITE LAYOUT
Wastewater Treatment Facility Feasibility Study
South Valley Sewer District

BOWEN COLLINS & Associates, Inc.
Consulting Engineers

P:\South Valley Sewer District\WWTF Feasibility Study\Drawings\Figure 4-3.dwg Jan07,2003 – 8:40am

LAW OFFICES
MAZURAN & HAYES, P.C.
A PROFESSIONAL CORPORATION
2118 EAST 3900 SOUTH · SUITE 300
SALT LAKE CITY, UTAH 84124-1725

MICHAEL I. MAZURAN
MICHAEL Z. HAYES
LISA G. ROMNEY
TODD J. GODFREY

TELEPHONE (801) 272-8998
FACSIMILE (801) 272-1551

May 9, 2003

W. Paul Thompson
South Jordan City Attorney
11175 South Redwood Road
South Jordan, UT 84095

Re: *Condemnation of Real Property by South Valley Sewer District*

Dear Paul:

I am writing this letter to you at the request of Mayor Kent Money, who also serves as a Trustee on the Board of Trustees of the South Valley Sewer District. The purpose of this letter is to confirm that the Sewer District has the authority to condemn real property owned by South Jordan City, in the event a determination is made that such a taking is necessary to serve a lawful public purpose.

Like the City, the Sewer District derives its powers of eminent domain from statute. Section 78-34-1 of the *Utah Code Annotated* provides that the right of eminent domain may be exercised for a variety of public uses, including all public uses authorized by the Legislature. Subsection (9) of the aforesaid section further provides the right to condemn for sewer service and facilities. The Legislature has specifically granted powers to the District under Section 17A-2-312 of the *Utah Code Annotated* which empower the District to exercise all powers of eminent domain which are possessed by counties in Utah.

Section 78-34-2 provides that fee simple title may be condemned for public buildings or grounds as well as permanent buildings. Obviously, this would include wastewater reclamation facilities.

Finally, Section 78-34-3 provides that property which may be taken under the eminent domain chapter includes lands belonging to cities which is not appropriated to some public use or, in the case where such property has been so appropriated, the property may still be taken for a more necessary public use than that to which the land has already been appropriated.

Based upon all of the foregoing, it is my opinion that the South Valley Sewer District has the right to condemn real property owned by South Jordan City at an appropriate location for the purpose of providing wastewater reclamation facilities to serve the citizens of South Jordan City as well as the District. While the Sewer District has the power of condemnation, the District would prefer to

purchase any needed land from the City rather than putting both of the parties to the time and expense of a condemnation action.

Very truly yours,

Michael J. Mazuran

MJM:bg
cc: Craig White

COMPLETE APPRAISAL
SUMMARY REPORT

40.00 ACRES OF VACANT LAND
OWNED BY
SOUTH JORDAN CITY

Located at approximately
752 West 10074 South
South Jordan, Utah

PREPARED FOR:

MAZURAN & HAYES, P.C.
Mr. Michael J. Mazuran
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124-1725

FILE NUMBER 03-05-32MJ

EFFECTIVE APPRAISAL DATE:
May 14, 2003

J. PHILIP COOK & ASSOCIATES

REAL ESTATE APPRAISERS/ADVISORS

J. PHILIP COOK, MAI, CRE
DARRIN W. LIDDELL, MAI, CCIM
RICHARD F. SCHETTLER
DAVID M. ANDERSON
RICHARD C. SLOAN
DAVID L. CHILD
COREY COOK

MICHELE E. JAKOB, MAI
VIRGINIA H. HYLTON
TROY A. LUNT
GREGORY R. BESS
JEFFREY S. ALLEN
KAMMIE L. LEFEVRE
CARL DIETZ

May 30, 2003

Mr. Michael J. Mazuran
Mazuran & Hayes, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124-1725

Re: Complete Appraisal - Summary Report: A total taking of property owned by South Jordan City, located at approximately 752 West 10074 South, South Jordan, Utah.

Dear Mr. Mazuran:

At your request, we have prepared an appraisal addressing market value of the fee simple estate of the above-referenced property. The function of the report is to assist in negotiating the purchase of the property, or to assist in condemnation proceedings, if necessary.

As a complete appraisal - summary report, this presents only summary discussion of the data, reasoning, and analyses that are used in the appraisal process to develop an opinion of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The report conforms with Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation as well as the Appraisal Guidelines of the Appraisal Institute.

As appraisals completed for eminent domain purposes require certain treatment inconsistent with USPAP, the jurisdictional exception has been invoked. This applies to the reporting of an exposure period, required under USPAP, but not applicable for an eminent domain action.

5107 SOUTH 900 EAST, SUITE 200 ▼ SALT LAKE CITY, UTAH 84117
TELEPHONE: 801-281-4600 ▼ FAX: 801-281-4601 ▼ E-MAIL: jpc&associates@jpc.biz.com

A total taking is proposed. For total takings, only a before value is completed.

Available market data have been carefully considered and analyzed. As supported in this report, we are of the opinion market value of the fee taking, as of May 14, 2003, is:

ONE MILLION SIX HUNDRED FORTY THOUSAND DOLLARS
($1,640,000)

The value estimate is subject to assumptions and limiting conditions contained in the report, and on the following assumptions.

1. Based on discussions with Mr. Steve Jensen, of the Salt Lake County Public Works Engineering Division, and based on review of the Jordan River Wetlands Advance Identification Study, dated 1985, approximately 20 percent of the tract, or ±8.00 acres, is considered to be potential wetlands. An attempt was made to obtain a Delineation Survey from South Jordan City. The South Jordan City Manager's and Engineer's offices were unaware of any studies that may have been completed detailing wetlands areas on the subject site. Review of a Delineation Survey is necessary prior to development of the site.

We trust this is sufficient to accomplish its intended function. Please call if we can be of further assistance.

Sincerely,

J. Philip Cook, MAI, CRE

Utah State-Certified General Appraiser
Certificate CG37068 Expires 06-30-05

Michele E. Jakob, MAI

Utah State-Certified General Appraiser
Certificate CG49945 Expires 07-31-03

Earnest Money Sales Agreement

Legend Yes (X) No (0)

This is a legally binding contract. Read both front and back carefully before signing.

EARNEST MONEY RECEIPT

DATE: June 30, 2003

The undersigned Buyer South Valley Sewer District, a political subdivision of the State of Utah hereby deposits with ~~Agent/Escrow Company~~ Seller as EARNEST MONEY, the amount of One Thousand and no/100 Dollars ($ 1,000.00), in the form of a check which shall be deposited in accordance with applicable State Law.

Received by: _____

~~Agent/Escrow Company~~

OFFER TO PURCHASE

1. PROPERTY DESCRIPTION. The above stated EARNEST MONEY is given to secure and apply on the purchase of the property situated at approx. 752 West 10074 South in the City of South Jordan County of Salt Lake Utah, subject to any restrictive covenants, zoning regulations, utility or other easements or rights of way, government patents or state deeds of record approved by Buyer in accordance with Section 4. Said property is more particularly described as: 40 acres of vacant land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

CHECK APPLICABLE BOXES:

☐ **IMPROVED REAL PROPERTY** ☐ Commercial ☐ Residential ☐ Other _____

☒ **UNIMPROVED REAL PROPERTY** ☐ Vacant Lot ☒ Vacant Acreage ☐ Other _____

(a) **Included Items.** Unless excluded below, this sale shall *include* all fixtures and any of the following items if presently attached to the property: plumbing, heating, air-conditioning and ventilating fixtures and equipment, water heater, built-in appliances, light fixtures and bulbs, bathroom fixtures, curtains and draperies and rods, window and door screens, storm doors, window blinds, awnings, installed television antenna, wall-to-wall carpets, water softener, automatic garage door opener and transmitter(s), fencing, trees and shrubs. The following personal property shall also be included in this sale and conveyed under separate Bill of Sale with warranties as to title: None

(b) **Excluded Items.** The following items are specifically *excluded* from this sale: None

(c) **Connections:** Seller represents that the above property is connected to: ☒ public sewer; ☒ septic tank; ☒ municipal water; ☒ well; ☒ natural gas; ☒ irrigation water/secondary system; ☒ other sanitary system (specify) _____

(d) **Utilities, Improvements, and Other Rights.** The property presently has or is served by the following: ☒ public water main; ☐ well; ☒ water stub in; ☒ sewer main; ☐ private water main; ☐ gas main; ☒ electric distribution line; ☐ gas distribution line; ☐ telephone; ☐ ingress and egress by private easement; ☒ dedicated road; ☒ crops; ☐ sidewalk; ☐ curb & gutter; ☒ water rights, specify _____; ☒ mineral rights, specify _____; ☒ other, specify _____

(e) **Survey.** A certified survey ☒ shall be furnished at the expense of Buyer prior to closing. ☐ shall not be furnished.

(f) **Buyer Inspection.** Buyer has made a visual inspection of the property and subject to Section (d) above accepts it in its present physical condition, except: see Exhibit "B" attached hereto and by this reference made a part hereof

2. PURCHASE PRICE AND FINANCING. The total purchase price for the property is One Million Six Hundred Forty Thousand and no/100 Dollars ($ 1,640,000.00) which shall be paid as follows:

$ 1,000 which represents the aforedescribed EARNEST MONEY DEPOSIT.

$ 1,639,000 representing the approximate balance of CASH DOWN PAYMENT at closing.

$ _____ representing the approximate balance of an existing mortgage, trust deed note, real estate contract or other encumbrance to be assumed by Buyer, which obligation bears interest at _____% per annum with monthly payments of $ _____ which includes: ☐ principal; ☐ interest; ☐ taxes; ☐ insurance.

$ _____ representing the approximate balance of an additional existing mortgage, trust deed note, real estate contract or other encumbrance to be assumed by Buyer, which obligation bears interest at _____% per annum with monthly payments of $ _____ which includes: ☐ principal; ☐ interest; ☐ taxes; ☐ insurance.

$ _____ representing balance, if any, including refinancing, to be paid as follows: _____

$1,640,000 TOTAL PURCHASE PRICE

If outside financing is required, Buyer agrees to use best efforts to procure same and this offer is made subject to Buyer qualifying for and lending institution granting said loan. Buyer agrees to make application for said loan within N/A days after Seller's acceptance of this Agreement, at an interest rate not to exceed N/A %. Buyer further agrees to obtain a written commitment for said loan, and if the commitment is not obtained within a reasonable time, this Agreement is voidable at the option of Seller.

shall apply.

3. **CONDITION AND CONVEYANCE OF TITLE.** Seller represents that Seller ☒ holds title to the property in fee simple ☐ is purchasing the property under a real estate contract. Transfer of Seller's ownership interest shall be made as set forth in Paragraph N. Seller agrees to furnish good and marketable title to the property, subject to encumbrances and exceptions noted herein, evidenced by ☒ a current policy of title insurance in the amount of purchase price ☐ an abstract of title brought current, with an attorney's opinion (See Paragraph I).

4. **INSPECTION OF TITLE.** Within 30 days after acceptance of this offer, Seller shall provide Buyer with either a commitment for title insurance or an abstract of title brought current with an attorney's opinion, Buyer shall have a period of 30 days after receipt thereof to examine and accept. If Buyer does not accept, Buyer shall mail written notice thereof, by certified mail, return receipt requested, within the prescribed time period. Thereafter, Seller shall be required, through escrow at closing, to cure the defect(s) to which Buyer has objected. If said defect(s) is not curable through an escrow agreement at closing, this Agreement shall be null and void at the option of the Buyer, and all monies received herewith shall be returned to the respective parties.

5. **VESTING OF TITLE.** Title shall vest in Buyer as follows: South Valley Sewer District

6. **SELLER WARRANTIES.** Seller warrants that: (a) Seller has received no claim nor notice of any building or zoning violation concerning the property which has not or will not be remedied prior to closing; (b) all obligations against the property including taxes, assessments, mortgages, liens or other encumbrances of any nature shall be brought current on or before closing; see Exhibit "C" attached hereto and by this reference made a part hereof.

7. **SPECIAL CONSIDERATIONS AND CONTINGENCIES.** This offer is made subject to the following special conditions and/or contingencies which must be satisfied prior to closing: see Exhibit "B" attached hereto and by this reference made a part hereof.

8. **CLOSING OF SALE.** This Agreement shall be closed on or before December 1, 2003 at a reasonable location to be designated by Seller, subject to Paragraph K on the reverse side hereof. Upon demand, Buyer and Seller shall deposit with the Escrow Closing Office all documents necessary to complete the purchase in accordance with this Agreement. Prorations set forth in Paragraph L on reverse side, shall be made as of ☐ date of possession ☒ date of closing ☐ other ______

9. **POSSESSION.** Seller shall deliver possession to Buyer on December 1, 2003 unless extended by mutual agreement of parties.

10. **GENERAL PROVISIONS.** Unless otherwise indicated above, the General Provisions on the reverse side hereof are incorporated into this Agreement by reference.

11. **AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE.** Buyer offers to purchase the property on the above terms and conditions. Seller shall have until 5:00 (AM/PM) July 16, 2003, to accept this offer. Unless accepted, this offer shall lapse and the Agent shall return the EARNEST MONEY to the Buyer.

DATE June 30, 2003

SIGNATURE OF BUYER

South Valley Sewer District

By: [signature]

Chairman, Board of Trustees

CHECK ONE

ACCEPTANCE OF OFFER TO PURCHASE

☐ Seller hereby ACCEPTS the foregoing offer on the terms and conditions specified above.

COUNTER OFFER

☐ Seller hereby accepts the foregoing offer SUBJECT TO the exceptions or modifications or specified in the attached Addendum and presents said COUNTER OFFER for Buyer's acceptance.

DATE ______________

TIME ______________ (AM-PM)

SIGNATURE OF SELLER

____

____

REJECTION

☐ Seller hereby REJECTS the foregoing offer. ________ (Seller's Initials)

AGREEMENT TO PAY REAL ESTATE COMMISSION

NOT APPLICABLE. NO REAL ESTATE COMMISSIONS TO BE PAID BY EITHER PARTY.

CHECK ONE

~~☐ This property is listed by ______________________ Listing Agent/Broker Company,~~ and a real estate commission shall be paid in accordance with the Sales Agency Agreement. The Selling Agent/Broker Company is ______________

☐ ______________________ Listing and Selling Agent/Broker Company has been authorized to offer this property for sale and Seller agrees to pay a real estate commission of ______________ as consideration for its efforts in procuring Buyer. Said commission shall be payable at closing or upon Seller's default on this Agreement, whichever occurs first. The amount or due date thereof cannot be changed without the prior consent of the Listing and Selling Agent/Broker Company.

DATE ______________

SIGNATURE OF SELLER

____

____

South Valley Sewer District
874 East 12400 South, P.O. Box 908 • Draper, Utah 84020
Phone 571-1166 • Fax 571-5339

November 13, 2003

Hand Delivered

Ricky A. Horst
South Jordan City Manager
1600 West Town Center Drive
South Jordan, UT 84095

Re: *South Valley Sewer District Offer to Purchase Real Property from South Jordan City*

Dear Mr. Horst:

On or about June 30, 2003, the South Valley Sewer District submitted a written Earnest Money Sales Agreement to purchase approximately 40 acres of real property from South Jordan City which is located in the river bottoms. By its terms that Earnest Money Sales Agreement expired at 5:00 p.m. on July 16, 2003 inasmuch as South Jordan City did not accept the offer by that time. The District hereby withdraws that offer and is pleased to submit to the City a new, revised Earnest Money Sales Agreement dated November 13, 2003.

The District hereby requests that you submit the District's new offer to the Mayor and City Council of South Jordan City for their consideration and action within the times set forth in the new Earnest Money Sales Agreement. We look forward to working with the City in consummating this transaction and in providing a needed wastewater treatment facility on the property.

Sincerely,

Wayne H Ballard

Wayne H. Ballard
Chairman, Board of Trustees

Cc: Craig White

SOUTH JORDAN CITY
10996 SOUTH REDWOOD ROAD
SOUTH JORDAN, UT 84095
TEL: (801) 254-1404 FAX: (801) 253-0617

This is a: ☐ Rezoning Application ☒ Conditional Use Permit Application Concept Plan
☐ Board of Adjustment Application ☐ General Plan Amendment Application Site Plan Application

Addendum sheets attached ☒ Yes ☐ No Phone: 571-1176

Name and Telephone: South Valley Sewer Dis Fax: 571-5339	Application #:
Street: 824 East 12400 South	Receipt & Amount: No fee
City, State, Zip: Draper, Utah 84020	Zone: A-5
Agent: Craig White, General Manager	Date Received: 10/31/03
Name and Telephone: same Fax:	If Zoning or Plan Amendment Request:
City, State, Zip:	From: To:

Legal Description/Property Address & Sidwell Number: approx. 800 West 10200 South

Tax ID No. 27-14-226-019
27-14-226-020
27-14-226-021
27-14-226-022
27-11-476-019
27-11-476-025

Total Area (Acres or SF) 40 acres

1. What use is proposed? The District proposes to construct a regional water reclamation facility to serve South Jordan and other communities within the District. This new facility will assure that there is adequate capacity to serve the rapidly growing population of the area. The facility will employ state of the art technology to provide cost effective and environmentally sensitive treatment. The facility will also provide the opportunity for more economical treated water for secondary water systems.

2. In what way does the proposal recognize the City Master Plan? The proposed facility is allowed as a conditional use (public facilities)under the A-5 Zone.

3. What is the estimated development schedule?

Design work: 2004
Construction: 2005-2006
Begin operation: 2007

Jordan River
UP&L CORRIDOR
c. 11
Sec
10000 South
7566446
7139929
UP&L CORRIDOR
REMNANT
GLEENA CANAL
c. 14
Sec

3

WHEN RECORDED, MAIL TO:

Grantee
11175 South Redwood Road
South Jordan Utah 84095

7566446
02/01/2000 11:30 AM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL TITLE
BY: ZJM, DEPUTY - WI 2 P.

Space Above for Recorder's Use

7566446

Warranty Deed

MARGIE P. THOMAS and RETA P. MCKEE, grantor,

of Salt Lake City, County of Salt Lake, State of Utah,

hereby CONVEY and WARRANT to SOUTH JORDAN CITY, grantee,

of Salt Lake City, County of Salt Lake, State of Utah,

for the sum of TEN AND NO/100----------DOLLARS, and other good and valuable considerations

the following described tract of land in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

TOGETHER WITH any water rights on existing springs and/or wells which may affect said property.

27-11-476-025

WITNESS the hand of said grantor, this 24th day of January, 20 00.

Signed in the presence of

Margie P. Thomas
MARGIE P. THOMAS

Reta P. McKee
RETA P. MCKEE

Reta P. McKee

STATE OF UTAH } ss.
COUNTY OF Salt Lake

On the 24th day of January, 2000, personally appeared before me MARGIE P. THOMAS and RETA P. MCKEE, the signer s of the above instrument, who duly acknowledged to me that he y executed the same.

NOTARY PUBLIC
Jeffrey R. Merrill
6985 Union Park Ctr. 185
Midvale, Utah 84047
My Commission Expires
May 8, 2002
STATE OF UTAH

Notary Public

My Commission Expires:

Residing at:

MT-49232

BK8339PG6513

EXHIBIT "A"

BEGINNING AT A POINT WHICH IS NORTH 0°11'14" WEST 220.12 FEET AND SOUTH 89°25'20" EAST 1962.63 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°43'53" WEST 695.31 FEET; THENCE NORTH 08°40'42" WEST 389.91 FEET; THENCE NORTH 89°16'07" EAST 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO. 4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYOR'S OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID JORDAN RIVER PARKWAY THE FOLLOWING FIVE COURSES: SOUTH 55°38'37" EAST 194.64 FEET; THENCE SOUTH 08°39'00" EAST 30.88 FEET; THENCE SOUTH 55°38'37" EAST 123.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°45'07" A DISTANCE OF 145.51 FEET TO A POINT OF TANGENCY, THENCE SOUTH 31°53'30" EAST 912.51 FEET; THENCE NORTH 89°25'20" WEST 797.66 FEET TO THE POINT OF BEGINNING.

BK8339PG6514

those types of activities. He said he would like the money that the City spent, on service levels, returned to the departments and budgeted appropriately. City Administrator Horst said these events will present budgets in the future, and the City will invoice for their work.

City Administrator Horst said Jimmy Blair from the Mulligans Golf Course called and asked if he could have an audience with the Council to discuss the golf course to see if there is any interest in the City doing something with him on that. Councilman Criner said no. Councilman Sanderson said if it is for the acquisition or entertaining taking over the golf course in any way, no. Councilman Burton said no. Mayor McMullin indicated that he had nothing to do with this request. He said if Mulligans has a proposal, they could send it to the Economic Development Committee. Councilman Criner said he is ok with that, but to let the Economic Development Committee know that the consensus on the Council is that they have no interest in purchasing the golf course.

City Administrator Horst indicated that he will be out of town September 18-22, 2000 to attend the ICMA Conference. He said he will also be gone on vacation the next week. He said Public Services Director Noble will be in charge during that time.

City Administrator Horst said there is a conference in Denver about light rail at the new Stapleton project. He said he would like to send someone to talk about those city officials about how they did the special financing for the project. He said they have done some unique things in zoning and finance. He said they could get ideas for the Kennecott project. Councilman Criner concurred that a representative should be sent. Councilman Wells also agreed.

City Administrator Horst said they have talked about the workload that Kennecott will cause. He said the fees will not come forward until later. He said they are also looking at incorporating a new fee that will assist the City in supporting a personnel position to be the lead person for this project. He said the fee schedule will pay for the base salary of this individual, and the City will pick up the benefit package. He said the fee will apply to other large projects. He said Kennecott is expecting, and has agreed to pay, the fee. He said he would like to hire the person in time to attend the October Conference in Denver. He said he would also like this person to help with some Economic Development issues. He said the salary will be in the $60,000 range. He said he would like to look for a City Manager at a smaller City. He said he will bring this item back for formal action. He said this individual would fall under the regular probationary requirements. He said this person will report directly to him. He said he will bring back the cost breakdown, and a job description. Mayor McMullin also asked for a timetable on the Kennecott project. City Administrator Horst said Kennecott has turned in their financial picture. He said the project pays for itself, and shows a revenue of $3 million annually. He said it also benefits the school district.

SOUTH JORDAN CITY
CITY COUNCIL MEETING

November 4, 2003

Present: Mayor Kent Money, Council Member Andy Burton, Council Member Ann Gayheart, Council Member Brad Marlor, Council Member Stan Wells, Council Member Mary Wenner, City Manager Rick Horst, Deputy City Manager Steve Noble, Administrative Services Director Gary Whatcott, Public Services Director Matt Shipp, Leisure and Maintenance Director Ty Montalvo, City Attorney Paul Thompson, Development Services Manager Jess Burbidge, Public Safety Services Director Lindsay Shepherd, City Treasurer Larry Ipson, City Council Assistant MaryAnn Dean

Others: Leona Winger, James Kafer, Kathie Johnson, Melanie LeFevre, Luane Jensen, Lorenzo and Faith Terzo, J. Wayne Lester, R. Vanvalkenburg, Michael Foerster, Craig White, Mr. Argyle, Wayne Ballard, Mike Mazuran, Dave Campbell, Clark Mabey, Curtis Larson, Anna West, Judy Hansen, Melanie Serassio, Melanie Edwards, Amy Nelson, Dwayne Woolley, Dave Colton, Morris & Dawn Brinkerhoff, Steven Whitehead, Tom Belchak, Jean Bateman, Curtis Larsen

I. INFORMATIONAL ITEMS AND OTHER BUSINESS

Mayor Money welcomed all present. He excused Council Member Burton and Council Member Wenner, who will be arriving late.

A. CALENDARING ITEMS

1. City Council Special Meeting, November 10, 2003 at 6:00 p.m.

The City Council discussed the meeting on November 10, 2003. Mayor Money asked if the City Council would like to meet with Merlynn Newbold to discuss legislative issues from South Jordan? CM Horst said he would contact Representative Newbold to see if she could meet with the City Council at the November 10, 2003 meeting.

Council Member Gayheart said the Historical Committee has moved their meeting to November 13, 2003, at 7:30 p.m. She said they need the conference room in City Hall.

Mayor Money noted the Committee Volunteer dinner scheduled for November 14, 2003 at 6:30 p.m. Council Member Gayheart noted the Christmas party scheduled for December 4, 2003.

B. COMMENTS FROM MAYOR AND MEMBERS OF THE CITY COUNCIL

1. Committee Reports

Mayor Money recognized those people running for City Council. Leona Winger introduced herself.

C. CITY MANAGER BUSINESS

1. URMMA Annual Risk Management Inspection Report

CM Horst said the City recently completed the annual URMMA inspection, and received a score of 97.69 %. He said they are happy with the score.

2. Web Page Updates, Notification Via E-mail To Registered Users

CM Horst said they received a request from a resident to receive web page updates via e-mail. Administrative Services Director Whatcott explained how the feature works. Council Member Wells suggested an article be placed in the FOCUS so the public knows about the new feature. Administrative Services Director Whatcott said this does not include agendas and minutes, just the items that are in the "What's New" section.

D. NEW BUSINESS

Council Member Marlor made a motion to go into closed meeting for personnel. Council Member Gayheart seconded the motion. The vote was unanimous in favor, with Council Member Burton and Council Member Wenner absent.

CLOSED MEETING

7:00 P.M.

I. GENERAL BUSINESS

A. Welcome, Roll Call, And Prayer

Mayor Money welcomed everyone present. Council Member Burton and Council Member Wenner were excused. CM Horst offered the opening prayer.

B. Pledge Of Allegiance

Alex Jensen, scout, led the audience in the Pledge Of Allegiance. Mayor Money recognized some scouts present. Scout Troop 1715 was introduced.

Dave Colton, City Council candidate, was recognized and introduced.

C. Motion To Approve Amended Items, If Any

None.

D. Committee Reports

Council Member Marlor noted a Chamber of Commerce meeting scheduled for November 5, 2003.

E. Minute Approval

1. October 14, 2003

Council Member Gayheart made a motion to approve the October 14, 2003 City Council minutes, as printed. Council Member Marlor seconded the motion. The vote was unanimous in favor, with Council Member Burton and Council Member Wenner absent.

II. AWARDS, PRESENTATIONS

A. Public Excellence Certificate Series

CM Horst said staff began a Public Excellence Certificate program in July. Mayor Money presented certificates of completion to Anna West, Judy Hansen, Melanie Serassio, Melanie Edwards, and Amy Nelson.

CM Horst noted that the City would be offering a citizens academy starting next July.

B. Utah Fire Service Presentation

Public Safety Services Director Shepherd recognized Alan Joos with the Utah Fire Service Certification Council (Attachment A). Mr. Joos presented the Fire Department with the Department Recognition Award. He said they received a Gold Recognition level in six of the seven levels. The 7th level is Wildland Firefighter I, which does not affect South Jordan.

C. Radon In South Jordan

Curtis Larsen, Senior at Bingham High School, said he did a radon survey in the community (Attachment B). He said he feels the City should take a closer look at this program. He noted that 14 homes were tested in South Jordan; the radon level did not depend on the geographical position, but rather on the house itself.

Council Member Burton and Council Member Wenner arrived at this point in the meeting.

D. South Valley Sewer District Presentation

Craig White, General Manager of the South Valley Sewer District, introduced Kevin Spears, from Bowen, Collins, and Associates. Mr. Spears gave a presentation regarding a proposed sewer treatment facility (Attachment C). Mr. Spears said one concern is the likelihood of building the two reactors next to the Gardner Village area. He said they anticipate the West Jordan site to develop into commercial, business, and multifamily residences. He said it is right off 7800 South, and they are concerned that expansion is not likely after those developments occur. He said that is one factor in the concern they have about the ability for that site to handle the service area. He said they do not feel the West Jordan site will be able to achieve the needed capacity, even with the two reactors next to Gardner Village. He said if it is all built, and the design criteria prove true, they could achieve as much as 100 mgd at the West Jordan site, and that is what is needed. He said they feel that the likelihood is that they cannot achieve 100 mgd, and they cannot wait 20 years to find out that it does not meet the needed capacity. He said they looked at other sites. There are no viable sites until the 10400 South area. He said if they put the facility further south, not all of the trunk lines can be picked up. He said none of South Jordan would be serviced by a sewer facility located further south.

Council Member Marlor asked why they don't build on a site that is mostly unusable? Mr. Spears said there are a lot of government agencies, including the EPA, that do not want the Sharon Steele property touched. Council Member Marlor asked why they don't add more reactors to the current location in West Jordan? Mr. Spears said they feel it would be very difficult to accomplish in 20 years, due to the surrounding development. Council Member Marlor noted that there is housing and commercial development around the proposed South Jordan plant.

Council Member Wells asked why they don't build the reactors in West Jordan now, and secure them, before future development happens? Mr. Spears said it is a substantial investment to build backwards.

Larry Bowen, Bowen, Collins, and Associates, discussed the current treatment process and how that is changing.

Council Member Burton asked if it is possible to make the plant more vertical so the footprint is decreased? Mr. Bowen said they would have to pump at a higher elevation, which is difficult to do. He said there is a need for a second treatment facility; the other option would be to put a limitation on development. He said now is a prime opportunity to make the decision; it is also the most economical decision.

Council Member Burton asked if there is the potential for commercial users to reduce their load? Mr. Bowen said that is already required.

Mr. Bowen said even if the basins are installed at the West Jordan site, they do not feel it will accommodate the needs for the projected density that the south end of the valley will

ultimately see. Mr. Spears said the design criteria for the West Jordan site is aggressive. He said the two additional reactors are part of the concern, but not the driving concern.

Council Member Burton said it appears that the West Jordan site could almost meet the needs of the projected build out. He asked why a whole new plant is needed?

Mr. Spears said if the West Jordan site is completely developed, it would still be short of what is needed for build out. Council Member Burton asked if they could wait and see how many reactors can be built at the existing plant? He said the longer they wait, the more accurate estimate they will have of the build out projections. Mr. Spears referred back to his presentation on reasons to act now. Council Member Marlor asked about the build out plan? Mr. Spears said ultimate build out would duplicate the footprint. The west would remain open space. Council Member Gayheart said there is the potential for 4 ponds at the proposed South Jordan site. Mr. Spears said that is correct. Council Member Marlor asked how does the South Jordan plants site plan modify the West Jordan plants site plan at its full build out? Mr. Spears said it would probably eliminate four reactors from the West Jordan site. Council Member Marlor said they would be moving four of the reactors from West Jordan to South Jordan. Mr. Spears said that is correct.

Mr. Bowen discussed odor issues. He said there are no odors unless they go into specific buildings. Council Member Burton said he usually doesn't smell anything at the West Jordan site.

Mr. Bowen said the new plant would eliminate two reactors from the West Jordan site and add four reactors to the South Jordan site. He said they do not feel the West Jordan site will accommodate the projected growth. Mr. Spears said he stands corrected regarding the number of reactors that would be eliminated from the West Jordan site.

Council Member Marlor asked if there are other architectural options, rather than a barn theme? Mr. Spears said they are open to suggestions.

Craig White, South Valley Sewer District, said one of the large concerns is cost.

Mayor Money said the river bottoms are a sensitive area. He said they need to make sure that enough work has been done to establish that the existing West Jordan plant will not handle the needs of the south end of the valley, at full build out. He said they cannot wait 30 years to find out. He said he is convinced that there is not another available site for a new facility, based on what he has been told from the site selection committee. He said they need to make sure that the West Jordan site will not handle the ultimate build out.

CM Horst said the issue will be back on the agenda December 2nd. He said the burden of proof is with the Sewer District. He said South Jordan will be a party to the process.

Council Member Gayheart asked if the Sewer District is planning public hearings? Mr. White said EPA documents are being reviewed. He said there are many review processes going on and other agencies are looking into it.

CM Horst said the burden for the City Council is regarding the disposition of land.

Council Member Marlor said the area where the sewer plant is proposed is the area that citizens are asking them to preserve. He said there are opportunity costs that would be lost, and that is his biggest objection. He said they will not be able to use the property the way that it was planned. CM Horst said staff is looking into lost opportunity costs and host fees.

Council Member Marlor asked how they will camouflage the reactors? Mayor Money asked about a metal roof to hide the site? He was told that the reactors are too expensive to cover because of the size and the nature of the water. The District representatives said they intend to get the reactors as low in the ground as possible, and to have architectural treatments and landscaping. Mr. Spears said they have also looked at screening with native vegetation; they will screen the trail from the site. Council Member Wells said he is concerned about the view for people on the hill, looking down into the plant.

Council Member Wells made a motion to move item VII D. to be discussed before item VI. Council Member Burton seconded the motion. The vote was unanimous in favor.

III. CITIZEN REQUESTS

Tom Belchak, said they got an extension to November 21, 2003 for the Kennecott clean up project. He said the City will not receive a discount on Zone B water. He said he is concerned that the City is moving ahead with the idea that they are getting a discount. He said there is a 10-20 percent discount with the Zone A water. He said they need to look at the issue closely. He asked that the City ask for a 60 day extension, beyond November 21, 2003.

Melanie LeFevre, said her sister lives north of the West Jordan sewer plant. She said when the wind blows to the east, the plant stinks.

Ms. LeFevre said there was another car accident at the intersection at 10400 South 3200 West. She requested a light at the intersection. She asked if the City can put in a light until the road construction is done? She said the City is in charge until UDOT takes over the road. She said they could also install a 4 way stop sign.

CM Horst said the State has to approve any changes to the road. Public Safety Services Director Shepherd said he is not sure a 4 way stop is a good idea; a light would be nice.

Council Member Gayheart asked how much is a dangle light? DCM Noble said about $80,000. CM Horst said a 4 way stop sign will increase the chance of an incident. He said a light is not in this year's budget. He said that would be a year out and that is when construction is scheduled to start. He said the plan does call for a light.

SOUTH JORDAN CITY
CITY COUNCIL MEETING

November 18, 2003

Present: Mayor Kent Money, Council Member Andy Burton, Council Member Ann Gayheart, Council Member Brad Marlor, Council Member Stan Wells, Council Member Mary Wenner, City Manager Rick Horst, Deputy City Manager Steve Noble, Public Services Director Matt Shipp, Leisure and Maintenance Services Director Ty Montalvo, Administrative Services Director Gary Whatcott, City Attorney Paul Thompson, Development Services Manager Jess Burbidge, City Treasurer Larry Ipson, City Council Assistant MaryAnn Dean

Others: Dee Gittins, Pam and Brad Klekas, Scout Troop 1739, Loren Cook, Greg Gazier, Randy Treglown, Chris Beckstrand, Leona Winger, Dave Colton, Maralyn Colton, Bryce Atkinson, Nancy Buttars, Michael Tyler, Ken Olson, Todd Hudley, James Kafer, Joseph Fleischer, John Mabey, Sheila Harris, Tamra Arnell, Michael Arnell, Bob Paxton, Greg Tate, Michael Roberts

6:30 P.M.

REGULAR MEETING

Mayor Money welcomed all present. He recognized some scouts present. Scout Troops 16, 1739, 969, and 864 were introduced.

Board of Canvassers Meeting – Approve 2003 General Election Canvass

CM Horst said there was a request for a recount. As a result, the Board of Canvassers are required to certify the final results. He read the results (Attachment A).

Council Member Wells made a motion to certify the results of the November 2003 election, as presented. Council Member Burton seconded the motion. The vote was unanimous in favor, with Council Member Wenner absent.

Council Member Wenner arrived at this point in the meeting.

Mayor Money recognized Council Member Elect Leona Winger.

I. INFORMATIONAL ITEMS AND OTHER BUSINESS

A. CALENDARING ITEMS

CM Horst noted the 11400 South UDOT open houses to be held on November 19th in Riverton and November 20th in South Jordan. Council Member Gayheart asked if UDOT has addressed an underpass for the equestrian walkway, at 11400 South Redwood Road? CM Horst said this meeting does not address the design; they will be addressing path alternatives.

B. COMMENTS FROM MAYOR AND MEMBERS OF THE CITY COUNCIL

1. Committee Reports

Council Member Gayheart said the Historical Committee is planning "Know Your Ancestor" Nights at the cemetery on June 4 and 5, 2004. She asked if an insurance disclaimer is needed? CM Horst said he would find out.

Council Member Gayheart asked about the status of the new library. CM Horst said Mayor Workman has sent out an order to get busy on the new library. Administrative Services Director Whatcott said they are hoping to have the ground breaking in February. There have been no plans for the new library submitted to the City at this time.

Council Member Marlor noted the Christmas party on December 4, 2003 at 6:30.

Council Member Gayheart asked that a staff member attend the January Historical Committee to go over the process of the History Center and how they will proceed. CM Horst said he and Leisure and Maintenance Director Montalvo will plan to attend. The meeting is January 8, 2004, 7:30 p.m. in the conference room off the Mayor's office.

Council Member Gayheart said there were some budgeting discrepancies, in the Historical Committee budget, regarding the County Fair booth.

Council Member Gayheart said she and Leisure and Maintenance Director Montalvo attended a follow up Country Fest meeting. She asked if there are plans to purchase a sound system with the stage? CM Horst said they are hoping to buy a portable sound system with next year's budget. Council Member Gayheart said the Committee would like to run a video for Country Fest in the lobby of City Hall, for next year's event. She said the Committee is in need of more volunteers.

Council Member Gayheart encouraged the City Council and citizens to participate in Miss South Jordan's fund raising events so she can go to Mexico to discuss her platform.

Council Member Marlor noted the recent reception honoring the citizen committee volunteers. He said it was a nice event.

Council Member Wenner said she appreciated the Leisure Guide that she received in the mail. She noted that the Arts Council has finished tryouts for Oliver; more information will be forthcoming.

Council Member Gayheart said they did not fund the Historical Committee $3000 this year, that they did last year, for the Historical Center. She said the Committee would like to know if they will be receiving that money, and if they would be able to hold it over for a year, rather than spending it in this year's budget? CM Horst said the money is automatically carried over. He said they have not had a budget for the museum. City Treasurer Ipson said he would check into that.

C. CITY MANAGER BUSINESS

CM Horst requested a closed meeting, at the end of the meeting, to discuss real property.

D. NEW BUSINESS

Mayor Money introduced Council Member Elect Dave Colton.

7:00 P.M.

I. GENERAL BUSINESS

A. Welcome, Roll Call, And Prayer

Mayor Money welcomed everyone present. All members of the City Council were present. Council Member Gayheart offered the opening prayer.

B. Pledge Of Allegiance

Adam Worthington, scout, led the audience in the Pledge Of Allegiance.

The City Council moved to item II. B. at this time.

II. AWARDS, PRESENTATIONS

B. South Valley Sewer District Presentation – Craig White

Craig White, read a prepared letter (Attachment B).

CM Horst said there would not be a hearing on this item. It will not be discussed at the next Planning Commission meeting. Mr. White said the Sewer District's public hearing that was scheduled for December 3rd has been cancelled. Mr. White reviewed their posting requirements. It was noted that the Sewer District is not required to notify people within 300 ft. of their project. CM Horst said the City will issue notices to the property owners when they receive word from the Sewer District of when the hearing will be held. Mr. White said he hopes to have open dialog with the citizens. He said he has invited people to meet with him personally to discuss any concerns.

C. Motion To Approve Amended Items, If Any

Council Member Marlor made a motion to pull item VII. A. from the agenda. Council Member Wells seconded the motion. The vote was unanimous in favor.

Mayor Money said they have growth, but it needs to be controlled. He said they have to look at the benefit to South Jordan as a whole. He said it is an important and delicate issue. He said he appreciates the Sewer District Board's position at this time.

D. Committee Reports

Council Member Gayheart said the Historical Committee has determined that in order to qualify for a name to be placed on the Veteran Memorial, the person must be a veteran buried in the cemetery or anyone killed or missing in action that was a resident of South Jordan, with a marker of some kind in the cemetery. The City Council concurred.

E. Minute Approval

1. October 21, 2003

Council Member Gayheart said on page 7, item B, 3rd paragraph, *study* should be changed to *improved impact fees.*

Council Member Burton made a motion to approve the October 21, 2003 City Council minutes, as amended. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

II. AWARDS, PRESENTATIONS

A. Culinary Water Pressure Map Presentation – Public Services Director Shipp

Public Services Director Shipp said they are changing and condensing the pressure zones in the City. He said this is being done as part of the culinary water master plan. He said they will be putting information on the website so people can look up what the pressure will be for their home, after the culinary water project is done. Council Member Gayheart

suggested an article be put in the FOCUS to let people know that they can look up their water pressure.

Jennifer Smith, Water Division Director, showed the information that will be available on the website. She said some homes will be losing pressure; some will be getting better pressure. She said the minimum pressure will be 50 psi, and the maximum will be 100 psi. Ms. Smith showed some of the pressures in the different zones. Council Member Marlor said they need to direct the residents to point and click on their house to see the proposed pressure.

B. South Valley Sewer District Presentation – Craig White

This item was pulled from the agenda.

III. CITIZEN REQUESTS

Bryce Atkinson, 10138 S. Dunsinane Dr., thanked the City Council and staff for the volunteer dinner. He said he liked the Leisure Guide that was distributed. He said he likes the website and looks forward to upcoming secondary water information on the website.

Mike Carter, 897 Holycrest Dr., said they have a large concerned group of residents that are opposed to the South Valley Sewer District treatment plant. He said it is a delicate issue. He said there are many questions, with few answers. He said they are pleased to hear that the District is backing off a little. He thanked the City Council and Planning Commission for their time. He said they look forward to future meetings.

Mayor Money said they have received many calls on the issue. He said the majority have been very courteous and they have had open dialog. He said he hopes that continues.

Mayor Money said he went to South Jordan Middle school's Reality Town. He said it is a great program.

IV. SUMMARY ACTION CALENDAR

A. None.

V. SUMMARY ACTION ITEMS HELD OVER

None.

VI. PUBLIC HEARINGS AND POTENTIAL ACTION ITEMS

A. Public Hearing – File No. 27-10-401-018, Land Use Amendment Application, Located At Approximately 1600 West Merit Parkway.

Development Services Director Burbidge reviewed the background information on this item.

Mayor Money opened the public hearing.

Luane Jensen, 11186 S. 2700 W., asked where is the building proposed? CM Horst said this proposal is for the land use.

Mayor Money closed the public hearing.

B. Potential Action Item – (See VI. A.)

Council Member Wenner made a motion to adopt Resolution R2003-31. Council Member Wells seconded the motion. The vote was unanimous in favor.

C. Public Hearing – File No. 27-10-401-018, Rezone Application, Located At 1600 W. Merit Parkway Approximately 31 Acres, (MU-R&D)/(RM-5) To (O-S)

Development Services Manager Burbidge reviewed the background information for this item. He showed where the buildings are proposed.

Mayor Money opened the public hearing.

Luane Jensen, 11186 S. 2700 W., said she thought when Merit Medical built the second building, they were going to help with 9800 South. CM Horst said the road issues are resolved; UDOT, Merit Medical, and the City all participated. The road is almost complete.

Mayor Money closed the public hearing.

D. Potential Action Item – (See VI. C.)

Council Member Wells made a motion to approve Ordinance 2003-15-Z. Council Member Marlor seconded the motion. The vote was unanimous in favor.

E. Public Hearing – An Ordinance Amending Chapter 9.20 Of The Public Services Code (Title 9) Pertaining To Construction Of Secondary Water Systems With New Development And Chapter 11.04 Of The Development Code (Title 11) Pertaining To Water Shares Dedicated With Development In The City Of South Jordan, Utah

CM Horst reviewed the proposed changes. He said the City can defer the secondary water system until a decision is made on a city wide plan. He said that does not mean that it is an automatic deferment. He said it does not help to add onto the system, if it is negatively

impacting the existing system. He said instead of bonding, they are using the word "guarantee". Council Member Marlor asked if guarantee is defined in the code? CM Horst said yes.

CM Horst said they are doing this because they don't have a final plan on a citywide system and because sometimes when they install a secondary water system, they are negatively impacting the existing system.

Council Member Gayheart said they are so close to doing a secondary water system, and she feels this is premature. She said they will have to do it again if they adopt a secondary water system. She said in 9.20.090 the developer is being required to put the system in his subdivision and go to the source of secondary water. Public Services Director Shipp said the source of water could be a trunk line; it is not necessarily the canal. He said the new system can't negatively impact the existing system.

CM Horst reviewed the last change regarding organizing the Board of Equalization. He said the only part of the Ordinance that would be premature is the deferment part of the Ordinance. Council Member Burton said he does not feel the deferment language hurts anything; it gives them another option.

CM Horst said he feels they can defer the secondary water on a case by case basis, but the developer has to prove that it won't deteriorate the existing system. He said they can require the pipe to go into the ground, as part of the approval process. He said he believes this Ordinance gives them the latitude to handle the issues on a case by case basis. Mayor Money said they should be putting the secondary water system in, wherever they can.

Council Member Gayheart said most of the properties that are being developed already have irrigation water and the shares are being turned over to the City. She said they need to clarify what the 3.2 acre feet of water is going towards. CM Horst said that will come when the determination for the citywide system is made.

Council Member Gayheart said any one user should be able to come forward if they have a complaint with the system. CM Horst said they can come before the City Council; it takes complaints, from 3 users, to create a Board of Equalization.

Council Member Gayheart said she does agree with removing section 9.20.250 regarding voting water shares. CM Horst said it was re-written and moved to 11.04.320. He said the right to vote for the water shares has been transferred to the Public Services Director, and that is covered in the water and secondary water codes.

Council Member Gayheart clarified that they will start requiring developers to put secondary water pipe in the ground, unless they can show that it will impact other people on the system. CM Horst said that is correct. He said if they can get water to the system, they should include them in the system.

DCM Noble said once the pipe is in the ground, the City has a legal responsibility because they required the developer to install the pipe.

Council Member Gayheart said points of diversion will no longer be accepted, by the canal company, after February 1, 2004. Public Services Director Shipp said that is to keep the water in Salt Lake County. He said they can move their weirs around, as long as they leave the water in Salt Lake County.

Council Member Gayheart said when a developer comes in with a preliminary plat, will a secondary system be required to be included in the plans? CM Horst said they have to design the system, regardless. He said they have to install the system if they can provide water. He said if they cannot provide water, the system will still be designed and they have to escrow for the system. CM Horst said the developer will try to find a way to make the secondary water system work.

Council Member Marlor asked if they are only talking about areas below the canal? He said the Ordinance does not say that. CM Horst said this mainly addresses the areas east of Bangerter Highway. Council Member Marlor asked if they are going to look at pressurized systems? CM Horst said they will have to build to a quality that will support pressurization. Public Services Director Shipp said all pipe installed in the last 5-7 years is pressurized.

Mayor Money opened the public hearing.

Bryce Atkinson, 10138 S. Dunsinane Dr., said until they have an adopted master plan, this is premature. He said they need to look at their formulas, and the dedication Ordinance needs to have the correct exchange ratios. He said the water shares that the City owns are real property, and the elected officials should designate how the shares are voted upon.

CM Horst said they can amend the Ordinance again when a decision is made. He said they need some direction in the interim.

Luane Jensen, 11186 S. 2700 W., said there is water to the Ivory subdivision. She said she is concerned that there are no pipes going into the subdivision; it is 658 homes. She said she is not sure that the fees are going to cover the costs to put pipe in the ground. She said the voting of the water shares should stay with the elected officials or his or her designee.

Mayor Money closed the public hearing.

F. Potential Action Item – (See VI. E.)

Council Member Gayheart asked if future phases of the Ivory subdivision would have to put pipe in the ground? CM Horst said yes, if the item is passed. He said the system would be deferred if it negatively impacts the existing secondary water system.

Council Member Gayheart said if they defer the secondary water system, can the developer get a bid to show how much the installation of the pipe will be? CM Horst said the bond is based on an engineers estimate. Council Member Gayheart said she is concerned that they are not charging enough. CM Horst said they cannot charge the developer for the cost to rip up the roads in an existing subdivision. He said they can't require them to put in the pipe and not supply the water because that is considered a taking. He said the only way to resolve the problem is to get the master plan and move forward.

Council Member Gayheart asked that the Secondary Water Committee and staff meet with the new City Council members and get them up to speed on this issue. CM Horst said the reports are also on the web page.

Council Member Marlor asked if there are different zones that will constitute different water share requirements? CM Horst said when they determine where they are going to provide secondary water, they can determine what part of the share is for secondary water and what part of the share is for culinary water. If secondary water is not provided to a development, they would only pay the culinary water share. He said they may also look at projects on a case by case basis, and base the requirement on use rather than acreage.

Council Member Gayheart said she would like the water share vote to stay with the Mayor, or his or her designee. Mayor Money concurred.

Council Member Wells made a motion to approve Ordinance 2003-25. Council Member Burton seconded the motion.

Council Member Wells amended his motion to include that in section 11.04.320 *the City shall have the right to vote* should be changed to *the Mayor, or his or her designee, shall have the right to vote.* Council Member Burton seconded the motion. The vote was unanimous in favor.

G. Public Hearing – An Ordinance Amending Chapter 12.08 Of The Planning And Zoning Ordinance (Title 12) Of The South Jordan Municipal Code Pertaining To Front, Rear, And Side Yard Definitions In The City Of South Jordan, Utah.

City Attorney Thompson said this comes about as a result of negotiations between the LDS church and the City regarding 11400 South Bangerter Highway, and the extensive parkstrip that the Daybreak development will have. CM Horst said it clarifies that the Ordinance is only applicable to retail, not residential.

It was noted that the Ordinance does not include the language that this does not apply to residential developments. City Attorney Thompson said the language was in the last draft of the Ordinance. He said they can adopt the Ordinance with the clarification that was stated two weeks ago.

Council Member Gayheart asked if the property owners will have to maintain the public buffer areas? CM Horst said yes, if they face the buffer area. He said there is a lot of xeriscape and trees proposed.

Mayor Money opened the public hearing. There were no comments. He closed the public hearing.

H. Potential Action Item – (See VI. G.)

Council Member Gayheart made a motion to adopt Ordinance 2003-24, with the amendment that this does not include residential areas, per the language that was included in their last packet. Council Member Wells seconded the motion. The vote was unanimous in favor.

I. Public Hearing – Transportation Enhancement Program, I-15 & 10600 South Interchange Xeriscape Project

Capital Programs Analyst Strachan and Engineer Neilson discussed the proposal to xeriscape the I-15 and 10600 South Interchange on the west side. They showed pictures of how the enhancements could look. Mr. Strachan said the federal government is providing up to 80 percent of the cost of the project.

Council Member Gayheart asked if the bark will blow away? Leisure and Maintenance Director Montalvo said if they use the large bark, it is heavier and will not blow as easily.

Engineer Neilson said they are proposing to do the project in 2 phases, and the cost to the City will be $40,000-43,000 per year.

Mayor Money asked if they would be getting any money from the adjacent businesses? CM Horst said they would like to get in the grant cycle, and they hope to budget this project in next year's budget. He said the benefits outweigh the costs. He said they can look to the businesses for help. He said they should involve the Chamber of Commerce, and look at RDA funding as well.

Council Member Gayheart asked what liabilities there are for the City? CM Horst said there are maintenance liabilities; they will have a typical maintenance agreement for this project.

Mayor Money opened the public hearing.

Dave Colton, 11072 Woodfield Rd., said he agrees with the proposed landscaping along I-15.

Bryce Atkinson, 10138 S. Dunsinane Dr., said he likes the proposal.

Council Member Wenner expressed support for the project. Mayor Money concurred. He said it sends a strong economic development message for the businesses in the community.

Mayor Money closed the public hearing.

J. Potential Action Item – (See VI. I.)

Council Member Marlor made a motion to Support the Transportation Enhancement Program application for funding of xeriscape improvements to the I-15 & 10600 South Interchange. Council Member Wenner seconded the motion. The vote was unanimous in favor.

VII. DISCUSSION/POTENTIAL ACTION ITEMS

A. South Valley Sewer District – Acquisition Of Land For Sewer Treatment Facility

This item was pulled from the agenda (see item I. C.).

B. Provide A Lease Agreement For Wildlife Museum

Administrative Services Director Whatcott said a wildlife museum wants to relocate in South Jordan. He said the owner would like to see if the City Council is interested before pursuing the museum further. He said it is proposed on the south side of the River Front Parkway. He said a roundabout is proposed for bus parking and turn around.

Mayor Money asked if the owner of the museum will maintain the parking? Administrative Services Director Whatcott said yes. He said they will not subordinate the land for a construction loan. They discussed a $1 a year lease. Mayor Money asked if the lease can be assigned? CM Horst said they can assign the lease, for a similar use, with the City Council approval. Administrative Services Director Whatcott noted that there will be an on-site gift shop, and the City will get some retail sales revenue. He said the owner of the museum will incorporate the trail into his tours, and he will have an outdoor amphitheater for lectures.

Mayor Money asked if there were any legal or tax problems to lease this property for a business? CM Horst said the owner has filed for non-profit status.

The City Council concurred to move ahead with the museum.

C. Reduction In URMMA's Inspection Score For Planning, Specifically The General Plan

Administrative Services Director Whatcott said URMMA gave the City a reduced score in the General Plan area of the inspection. He said that was a mistake on URMMA's part, and it has now been changed.

D. Sale Of Land By City

City Attorney Thompson said the sale of land by the City no longer has to go to the Planning Commission. He said this Ordinance defines the process that the City would go through for the disposition of land, for a parcel one acre or larger.

Mayor Money said they should include in the Ordinance the lease of land by the City. City Attorney Thompson said they could add a long term lease designated at 5 years or more.

Council Member Gayheart made a motion to approve Ordinance 2003-33, with the amendment to add a lease of 5 years or more in the definitions of the Ordinance. Council Member Wells seconded the motion. The vote was unanimous in favor.

E. South Jordan Elementary Annex Building (Discussion Only)

CM Horst said they have a proposal to demolish the building for $22,000, including the option to separate bricks for the Historical Committee. He said the asbestos removal would be done soon, and the demolition of the building would be done while the kids are out.

Council Member Gayheart referred to the decision made on March 18, 2003 regarding the annex building (Attachment C).

CM Horst said the City is only obligated to demolish the annex building. He said the developer is responsible for the existing school; that point may be negotiated at a later time. That decision can be made as they entertain development proposals. Mayor Money said the land is worth more without the buildings. CM Horst said the final proposal from the current developer will be coming in December.

Mayor Money said when the school moves, and if they don't have an agreement with a developer, the City should clear the site. He said the bid climate is favorable right now. He said the school might be ready to move in March or April. CM Horst said the School District is on a month to month contract starting in January; they have to be out by June.

Mayor Money said he does not know what they would gain by taking the building down now. He said when the school goes, they should clear the site. He said it will be easier for a developer to come in on a vacant site.

Dave Colton, 11072 Woodfield Rd., said there has been some concern expressed by parents to remove the building while the kids are there because of the asbestos. He recommended that they wait until the kids are out of the school.

CM Horst said the plan was to do the asbestos removal over the Thanksgiving break; the demolition over the Christmas break.

Leona Winger, 1643 S. Cornerstone Dr., said the homeowners are concerned because they don't know what to expect regarding the development on this property. She asked if they could give the homeowners a current update? CM Horst said they do not have a proposal at this time. He said they are just dealing with the school property at this time. He said the developer could buy the homes in the area for his project. Administrative Services Director Whatcott said he has been in contact with Elmo Turner about the project.

Council Member Gayheart said she does not feel they should tear down the building until the school is vacated and they have a developer. She said there might be a developer that wants the building. She said there is no benefit to tear it down, and they made a previous motion that they would not tear it down. Mayor Money said there is no reason to take down the building at this time.

Council Member Wells said if the building is taken down, and there are unforeseen problems that pushed the demolition into a time when the kids were there, that would be a significant problem. He said he prefers to wait. Council Member Burton concurred.

Council Member Marlor said he has not heard a viable reason to keep the annex building. He said he is willing to go with their previous motion. He said they are moving in the direction that the building will be taken down. He said they need to let the developers know that it is their intention to clear and remove the site to make way for another development. He said this Council is supportive of the historic nature of this City; they acquired the current library to house historic artifacts and documents. He said in front of the Historic building, they should build a miniature replica of the annex building.

Council Member Wenner said she has not seen any reason to keep the annex building. She said if the building has a use that benefits all of South Jordan, she would support it. She said she has not seen that, at this time.

CM Horst requested that they wait on the closed meeting item.

ADJOURNMENT

Council Member Burton made a motion to adjourn. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

The November 18, 2003 City Council meeting adjourned at 9:19 p.m.

This is a true and correct copy of the November 18, 2003 City Council meeting minutes, which were approved on _____, 2003.

_____
South Jordan City Recorder

SOUTH JORDAN CITY
CITY COUNCIL MEETING

December 2, 2003

Present: Mayor Kent Money, Council Member Andy Burton, Council Member Ann Gayheart, Council Member Brad Marlor, Council Member Stan Wells, Council Member Mary Wenner, City Manager Rick Horst, Administrative Services Director Gary Whatcott, City Attorney Paul Thompson, Development Services Manager Jess Burbidge, Public Safety Services Director Lindsay Shepherd, City Treasurer Larry Ipson, City Council Assistant MaryAnn Dean

Others: David Colton, Alex Trop, Brach Benatzen, Sarah Trop

6:30 P.M.

REGULAR MEETING

I. INFORMATIONAL ITEMS AND OTHER BUSINESS

A. CALENDARING ITEMS

CM Horst invited the City Council to the orientation for the new City Council members that will be held December 10, 2003 at 11:30 a.m.

Mayor Money recognized Council Member Elect, Dave Colton.

The City Council discussed the City Christmas party on December 4, 2003. They also discussed the Kenny Rogers concert on December 5, 2003, where an announcement on the South Jordan Cultural Center will be made.

Mayor Money noted the recent ground breaking of the Merit Medical project.

B. COMMENTS FROM MAYOR AND MEMBERS OF THE CITY COUNCIL

1. Committee Reports

Council Member Gayheart said at the open house for 11400 South, UDOT indicated that they were unaware of the City's request for a pedestrian/equestrian underpass. She said she asked Leisure and Maintenance Director Montalvo to formally write a request to UDOT. Administrative Services Director Whatcott said the request was sent to UDOT, and he would get a copy to Council Member Gayheart. CM Horst noted that there are two families opposed to the project. He said others have asked questions about the project, but

have not been openly opposed. Council Member Burton said he has heard comments from people that they want the road built.

The City Council discussed UDOT's letter about the land for the Fawn Flour Mill. CM Horst said staff needs to follow up, and follow the permitting process.

Council Member Gayheart asked about the agreement for the overpass by the South Jordan Elementary School. CM Horst said the City has agreed to remove the snow off of the walkway as they deem reasonable, but the City has no liability for the overpass.

Mayor Money suggested they put a MERRY CHRISTMAS sign on the overpass. CM Horst said he would look into it.

Council Member Gayheart said West Jordan City has taken action on their alignment for the Mountain View Corridor. CM Horst said it lines up with South Jordan's portion of the corridor. He said it is ultimately UDOT's decision.

Administrative Services Director Whatcott said the meeting with Mr. Call (State Ombudsman) is set up for December 11, 2003 at 6 p.m. in the City Council chambers. He said people who are looking at having their full properties taken with the 10400 South project were noticed by mail. He said some people from UDOT will probably attend the meeting. Council Member Gayheart said they need to make sure the people get what they can out of their property.

Council Member Gayheart asked if the agreement with the LDS Church regarding 11400 South is complete? CM Horst said there is a minor issue still to work out. He said the agreement says that the church has the right to review and comment on the proposed landscaping that borders their property; they further have the right to request modifications to the landscaping. He said the right in, right out access will be approved if it meets engineering standards. He said the church is also concerned about a recent land use change. He said staff has told church representatives that they could support the land use request, but they cannot guarantee how the City Council will vote.

Mayor Money said Mayor Workman is adamant that Salt Lake County will be starting on the library next year.

Mayor Money asked if there had been problems with debris from the businesses on Beckstead Lane? CM Horst said the problem is the smaller shops. Development Services

Manager Burbidge said Code Enforcement has been watching carefully. Mayor Money said they need to keep it clean because it is so visible.

Mayor Money asked if people are notified when water is shut off? CM Horst said they notify the public, if it is a planned shut off. He said they don't notify people if a water line breaks. He said this time of year, they have some water line breaks. Mayor Money said a resident was concerned about her water being turned off, and then it was dirty when it came back on. CM Horst said he would follow up.

Council Member Gayheart said when they have new candidates, they should pass out the State code on balloting.

C. CITY MANAGER BUSINESS

CM Horst said he would like to add the Memorandum of Agreement between the Federal Highway Administration, and the Utah State Historic preservation office regarding the UDOT project hpp-0151(1)0: 10400 South, Bangerter Highway to Redwood Road to the agenda. He said it is a $10,000 grant to the Historical Committee. He said the Agreement says if the funding is not used for the South Jordan Elementary Auditorium, they can propose another project. He said the money has to be used in the next 3 years. Council Member Gayheart said the Committee is considering using the money for the preservation of Aunt Mame's place.

D. NEW BUSINESS

None.

7:00 P.M.

I. GENERAL BUSINESS

A. Welcome, Roll Call, And Prayer

Mayor Money welcomed everyone present. All members of the City Council were present. Council Member Burton offered the opening prayer.

B. Pledge Of Allegiance

Mayor Money led the audience in the Pledge Of Allegiance.

C. Motion To Approve Amended Items, If Any

CM Horst said the RDA closed meeting is no longer required.

Council Member Wells made a motion to put the Memorandum of Agreement between the Federal Highway Administration, and the Utah State Historic preservation office regarding the UDOT project hpp-0151(1)0: 10400 South, Bangerter Highway to Redwood Road on the agenda. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

D. Committee Reports

Council Member Gayheart asked if CM Horst and Leisure and Maintenance Director Montalvo were still planning to attend the January 8, 2003 Historical Committee meeting? CM Horst said yes.

Council Member Wenner indicated that the Senior Citizens Committee is working hard on spending the block grant money for repairs and increasing the quality of life of the senior citizens in the community. She said their bus should be arriving anytime. She said the Committee Chair is working very hard. Mayor Money said they could bring in Mr. Wiley for a special recognition for all of his hard work. Council Member Wenner said there will be 2 vacant seats on the board. She said Mr. Wiley is happy to continue serving as chairman. CM Horst said the policy says that a person can serve 2 years as a chairman, but Mr. Wiley could continue to serve on the Board. CM Horst noted that every committee will need new appointments in January.

E. Minute Approval

1. November 4, 2003

Mayor Money noted that his comments on the middle of page 5 relating to the river bottoms property were based on what he has been told from the site selection committee. He said he has not personally gone out to see if there are other sites available; the site selection committee was charged with that task. Council Member Wells asked if the City can meet with some of the Sewer District staff and have them indicate why other sites are less desirable than the one in the South Jordan river bottoms? CM Horst said yes; but noted that the Sewer District is re-looking at some issues at this time. Mayor Money said they have a Board Meeting on Thursday, and they will be discussing a number of issues. He said by getting the residents involved, they will come up with a solution to the dilemma. Council Member Gayheart said she hopes the Sewer District will have their own public hearings on this item.

Council Member Wenner said she spoke to Craig White about the West Jordan property, where the sewer plant is currently existing. She said that land is zoned for apartments. She asked why they cannot change from apartments to the sewer plant? She said she feels the west side of the existing plant will facilitate the needed growth. CM Horst said the impact is already in the area in West Jordan. Mayor Money said all costs have to be

considered. He said his biggest concern is that the impact is already in West Jordan, and why should they spread it out if they do not have to.

Council Member Marlor said he would like the sequence of questions/responses put in the minutes regarding how the proposed plant impacts or modifies the West Jordan plant.

Council Member Gayheart asked if the Sewer District will be doing another presentation? CM Horst said the Sewer District will not come forward until they have some answers to questions that have been raised.

Council Member Wells asked that the Sewer District notify the City of any public hearings, and that the City notify the residents within 300 ft. of the property.

Council Member Wells made a motion to bring back the November 4, 2003 minutes, with the noted additions. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

2. November 10, 2003

Council Member Burton made a motion to approve the November 10, 2003 City Council minutes, as printed. Council Member Wells seconded the motion. The vote was unanimous in favor.

III. CITIZEN REQUESTS

Leona Winger, Council Member elect, said she is concerned about the proposed sewer plant. She said she went to the new Los Angeles Disney Center Auditorium. She said this City will have something better. She said at the Disney Center, they looked at the surrounding community closely and the effect it would have on their facility. She said they need to consider this issue carefully.

Council Member Gayheart made a motion to add the Memorandum of Agreement between the Federal Highway Administration, and the Utah State Historic preservation office regarding the UDOT project hpp-0151(1)0: 10400 South, Bangerter Highway to Redwood Road, South Jordan City, Utah, to the Summary Action Calendar. Council Member Marlor seconded the motion. The vote was unanimous in favor.

IV. SUMMARY ACTION CALENDAR

A. Representation On Mosquito Abatement District Board

B. Memorandum of Agreement between the Federal Highway Administration, and the Utah State Historic Preservation Office Regarding

the UDOT Project hpp-0151(1)0: 10400 South, Bangerter Highway to Redwood Road, South Jordan City, Utah.

Council Member Burton made a motion to approve the Summary Action Calendar. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

VI. PUBLIC HEARINGS AND POTENTIAL ACTION ITEMS

A. Public Hearing – An Ordinance Amending Title 11 (Future Title 16 – Development Code) Pertaining To Collector Street Fencing, Street Access And Other Technical Amendments And Title 12 (Future Title 17 – Planning And Zoning) Pertaining to Definitions Of "Corner Lot", Collector Street Fencing, Redwood Road Mixed Use Zones, Wind Mills, Historic Site And Landmark Preservation And Repeal Of Chapter 12.104 (Performance Standards For Industrial And Other Uses), Of The South Jordan Municipal Code, South Jordan, Utah.

Development Services Manager Burbidge reviewed the background information and proposed changes to the Ordinance.

Council Member Gayheart asked what the windmills are used for? Development Services Manager Burbidge said they generate their own energy. CM Horst said they are required to have 1 acre of property for the windmill, and there are other regulatory requirements.

Council Member Gayheart asked how the access points would be determined? CM Horst said the recommendation would be made by the City Engineer. He said the access points would be approved by the City Council or Planning Commission, whichever would normally hear the request.

Council Member Gayheart asked what is an open space easement? CM Horst said if the developer has dedicated open space, they would give the City an easement over it.

The City Council discussed what simulated wrought iron is.

Mayor Money opened the public hearing.

Dave Colton, 11072 Woodfield Rd., asked about the windmill systems, and why there is a one acre limitation? Development Services Manager Burbidge said there needs to be a safety margin around the windmill area. CM Horst said it is also for aesthetic reasons. He said many windmills in a row could ruin the view corridor. He said there can also be noise associated with the windmill. Mayor Money said he wonders if one acre is enough property.

Mr. Colton said they should re-look at the issue if the windmills are marketed for a smaller home use.

Mayor Money closed the public hearing.

B. Potential Action Item – (See VI. A.)

Council Member Wells made a motion to approve Ordinance #2003-35. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

C. Public Hearing – File No. 27-17-200-016, Rezone Application, Located At 10200 South 3200 West, Approximately 40 Acres, Agricultural (A-5) To Residential (R-2.5), City Of South Jordan.

Development Services Manager Burbidge reviewed the background information on this item. He showed a zoning map for the area. The City Council discussed the zoning and future use for the surrounding area.

Mayor Money said he is okay as long as people moving into these homes understand that part of the surrounding area is office and part is commercial.

Mayor Money opened the public hearing. There were no comments. He closed the public hearing.

D. Potential Action Item – (See VI. C.)

Council Member Gayheart made a motion to adopt Ordinance #2003-16-Z. Council Member Burton seconded the motion. The vote was unanimous in favor.

VII. DISCUSSION/POTENTIAL ACTION ITEMS

A. None.

ADJOURNMENT

Council Member Burton made a motion to adjourn. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

The December 2, 2003 City Council meeting adjourned at 8:00 p.m.

This is a true and correct copy of the December 2, 2003 City Council meeting minutes, which were approved on _____, 200_.

_____
South Jordan City Recorder

Mayor Money presented certificates of completion for the Public Excellence Certificate Series to: Clark Labrum, Craig Higley, Dave Dansie, Carrie White, Lori Day, Pam Allen, and Dan Starks.

V. CITIZEN REQUESTS

Bryce Atkinson, 10138 S. Dunsinane Dr., thanked Council Member Burton and Council Member Wells for their service to the community. He thanked Council Member Wells for his service on the Secondary Water Committee, as the Council liaison. He asked that the City Council consider a replacement liaison on that committee. He thanked the street crew for their snow plowing.

Clayton Draper, 9776 Farms Head Circle, asked if a decision has been made on the Sewer Treatment Plant in the river bottoms? Mayor Money said no decision has been made. He said the Sewer District has pulled their application, but the issue is not dropped. He said the Sewer District is looking at alternatives.

Mr. Draper thanked the City for bike lanes that he utilizes.

VI. SUMMARY ACTION CALENDAR

None.

VII. SUMMARY ACTION ITEMS HELD OVER

None.

VIII. PUBLIC HEARINGS AND POTENTIAL ACTION ITEMS

A. Public Hearing – An Ordinance Repealing Ordinance No. 2002-19 And Fixing And Prescribing A Policy For Impact Fees For Public Safety Facilities Which Include Fire And Police Services; Adopting A Capital Facilities Plan For The Provisions Of Said Facilities Establishing A Service Area For Purposes Of Equitable Distribution Of Public Safety Impact Fees, And Other Related Matters

Jason Burningham and Matt Millis (Lewis, Young, Robertson, and Burningham) gave an impact fee presentation (Attachment A). Mr. Burningham noted that impact fees are for capital improvement costs only. He said the whole idea of the impact fee is equity. He said if they are not equitable, someone will be paying their disproportionate share.

CM Horst said staff is recommending that the Ordinance be adopted, as presented, and that they make it effective in 90 days so proper notification can be given.

Council Member Colton asked if the law allows the City to stock pile the money that will be received from now until 2013? Mr. Burningham said they have to expend the impact

SOUTH JORDAN CITY
CITY COUNCIL MEETING

April 6, 2004

Present: Mayor Kent Money, Council Member Dave Colton, Council Member Ann Gayheart, Council Member Brad Marlor (electronically), Council Member Mary Wenner, Council Member Leona Winger, City Manager Rick Horst, Deputy City Manager Steve Noble, Administrative and Development Services Director Gary Whatcott, Senior Planner Greg Schindler, City Treasurer Larry Ipson, City Council Assistant MaryAnn Dean

Others: Elsie Beckstead, Roy Bouck, Joyce Bouck, Terry Bouck, Jeremy Beckstead, Andrew Arveseth, William Cook, DJ Muffer, Nickolas Poll, Zachary Broadhead, Taz Khoul, Kyle Kltou, Scott Knight, Maralyn Colton, Craig White, Wayne H. Ballard, Jean Bateman, Luane Jensen, Carma Bailey, Ken Boldwyn, Lisa and Carol Stocking, Mike Carter, Dwayne Woolley, Gary Earley, Marjean Nielson, Richard Nielson, Candy Ponzurick, Debbie Jackson, Brad Holty, Brayden Benghen, Trevor Tolman, Jeff Walton, Kari Ohrn, Chris and Dave Dewey, Michael Rory, Bob Gowans, Russell Roberts, Kim M. Burgon, Brent Robison, Scott and Barbara Soulier, Christine Southwick, Elaine Carter, Greg Cazier, Van Palmer, Jody Basha, Andrea and David Doman, Dave Aleman, Kathie Johnson, Joe Fullmer

6:30 P.M.

REGULAR MEETING

I. INFORMATIONAL ITEMS AND OTHER BUSINESS

A. CALENDARING ITEMS

Council Member Gayheart said the Historical Committee is working on presenting *Grave Encounters* to be held June 4th and 5th, 2004.

The Council discussed the Daybreak ground breaking.

B. COMMENTS FROM MAYOR AND MEMBERS OF THE CITY COUNCIL

1. Committee Reports

Council Member Winger congratulated Council Member Wenner on her new baby. Council Member Wenner introduced Stratten James.

Council Member Wenner said the Arts Council will be electing a new chairman. She said they will be doing a play in September and will try to make that part of Country Fest.

Council Member Wenner said Rowland Arnold is serving as the chairman of the Senior Citizens Committee. She said he would like to keep the programs running as it has been. She said Mr. Wiley is working on the brown bagging program. Mrs. Wiley is working on the travel plans and bus coordination for the Seniors. CM Horst said staff feels the overall responsibility to run the Seniors program was too burdensome for one person. He said they are trying to assign smaller segments to the volunteers. Council Member Wenner said she needs to know staff's responsibilities regarding the Seniors.

7:00 P.M.

II. GENERAL BUSINESS

A. Welcome, Roll Call, And Prayer

Mayor Money welcomed everyone present. All members of the City Council were present. Mayor Money noted that Council Member Marlor will be joining the meeting electronically, at a later time.

CM Horst offered the opening prayer.

B. Pledge Of Allegiance

Nickolas Poll, led the audience in the Pledge Of Allegiance. Scout Troops 823, 1860, and some other scouts (troop not provided) were introduced.

Mayor Money announced the death of Marjorie Hinkley. He asked that the City send their condolences to President Hinkley.

C. Motion To Approve Amended Items, If Any

Mayor Money said he would like to go into the Redevelopment Agency meeting directly after the Summary Action Calendar.

Council Member Gayheart made a motion to amend the April 6, 2004 City Council agenda, as stated. Council Member Colton seconded the motion. The vote was unanimous in favor, with Council Member Marlor absent.

D. Minute Approval

1. None.

III. AWARDS, PRESENTATIONS

A. Districts Scouts Presentation

This item was done later in the meeting.

B. Public Excellence Certificate Series Graduates

Mayor Money presented Public Excellence Certificates to: Matt Winward, Candy Ponzurick, Gary Earley, Jason Rasmussen, and Shane Greenwood.

A. Districts Scouts Presentation

Luane Jensen, introduced Bob Gowans (District Scout Executive for the Salt Lake City Council), and Mike Ray (District Chairman).

Mike Ray, expressed appreciation for the City's help with the Scouting For Food Drive. He said in the South Jordan District, they collected 42,824 items of food (21½ tons). He said the food was donated towards the needy. He presented a plaque to the City. Mayor Money recognized the work of Luane Jensen for the Scouting for Food Drive. Mr. Ray presented a plaque to Ms. Jensen.

IV. CITIZEN REQUESTS

Merrill Riggs, 9985 S. City Life Cir., said he represents 10 property owners on City Life Circle, and 4 on Dunsinane Drive. He said they have some secondary water connections to an unreliable gravity fed system. He said some have no secondary water at all. He said they were approached with a proposal to connect them to the pressurized secondary water system in Ashford Acres. He said the residents would pay the cost of that connection. He presented a petition to DCM Noble, signed by 13 of the 14 property owners, stating that they wish the systems to be connected. He presented checks from 11 of the residents to cover that expense. He said they are concerned with the amount of culinary water that is being used.

Council Member Wenner expressed appreciation for the work that Mr. Riggs has done.

Craig White, South Valley Sewer District General Manager, introduced the Sewer Board. He said they have been discussing the purchase of 40 acres of City owned property for the past year. He submitted an earnest money offer to the City for that property.

Mayor Money said it has been a pleasure working with the Sewer Board. He said there are concerns about the type of facilities that the District operates, but they provide a tremendous public service.

Kyle Kltou, asked if there would be any gymnastics/tumbling buildings in the City. CM Horst said there would be a room for gymnastics in the Aquatic Center. He said it will be awhile before they have classes and instructors.

Roy Bouck, 947 W. 10400 S., referred to a plot plan of K and L Investments, which is Baxter's commercial property. He said they have built within 8 ft. of the property line. He said Mr. Baxter put in 6 ft. walls, but the ground level was raised 3 ft. He said the needed fence protection is not there.

Senior Planner Schindler said the Ordinance requires K and L investments to have a 6 ft. wall measured from 5 ft. away. He said the pad was built higher for drainage. He said they would have to remove the fill. He said they could only heighten the fence with City Council approval. Mr. Bouck said they can't move the dirt because the sidewalk is installed.

Senior Planner Schindler said the contractor will raise the fence, but they do not want to bear the additional cost because they will meet Ordinance by moving the dirt. Mayor Money said the problem needs to be fixed. Senior Planner Schindler noted that the parking lot will be 10 ft. away from the property line.

Council Member Wenner asked if any precautions can be taken to make sure that this does not happen. She said these problems occur, on occasion.

CM Horst said fences are not always built in the right location, and that can't be used to determine proper setback. He said the developer will be required to remove the additional dirt, even if it means removing the sidewalk. He said the developer may choose to build up the wall. He said the problem has to be resolved.

Mayor Money said they should look at the Ordinance regarding where the fences are placed relative to the grade of the property. He said when fencing is meant to be screening walls, and then they are dug into the ground, it is not sufficient. He discussed concern about the substation on 11800 South. He said the wall on the west side is not sufficient. He said they need to create an Ordinance that protects them. Administrative and Development Services Director Whatcott said staff would address the issue.

V. SUMMARY ACTION CALENDAR

Council Member Marlor joined the meeting, electronically, at this time.

A. A Resolution Designating "Alternative 4" Of The 11400 South Environmental Impact Statement (EIS) As The South Jordan City Council's Preferred Alternative As Presented By The Utah Department Of

Transportation (UDOT), March 30, 2004, In the City Of South Jordan, Utah

B. A Resolution Adopting The Amended Personnel Policies And Procedures Manual And The New Employee Handbook And Payroll Policies And Procedures Manual

C. A Resolution R2004-14 Of The Legislative Body Of The City Of South Jordan Authorizing The Amendment Of That Certain Interlocal Agreement Creating The Valley Emergency Communications Center (VECC) To Add Additional Members

Council Member Colton made a motion to approve the Summary Action Calendar. Council Member Winger seconded the motion. The vote was unanimous in favor.

VI. SUMMARY ACTION ITEMS HELD OVER

None.

Council Member Gayheart made a motion to go into a Redevelopment Agency meeting. Council Member Winger seconded the motion. The vote was unanimous in favor.

Redevelopment Agency Meeting – separate set of minutes.

Board Member Colton made a motion to adjourn the Redevelopment Agency meeting, and go back into City Council meeting. Board Member Winger seconded the motion. The vote was unanimous in favor.

VII. PUBLIC HEARINGS AND POTENTIAL ACTION ITEMS

A. Public Hearing – File #LUA-2004-04, Resolution #R2004-09 Amending The Future Land Use Plan Map From Recreation-Open Space To Low-Density Residential For Approximately 39.27 Acres Generally Located At 10100 South 650 West

Senior Planner Schindler reviewed the background information on this item.

CM Horst showed a map of the property in question. He showed a map of lands dedicated to open space (just under 300 acres), with the exception of Mulligans golf course. He said the owners of Mulligans approached the City to rezone their land to office/commercial. He said the City asked for a first right of refusal on the property. He said they recognize the dilemma faced by the Sewer District. He said one reason they are looking at this project is to use the revenues to purchase Mulligans, and preserve the green belt. He said they are proposing a high scale development. He said they would put a recreation conservation easement on the Mulligans property to ensure that it remains as

a greenbelt. He showed a concept plan of the proposed subdivision. He said they have pulled off the river significantly. He said they determined to have access into the subdivision through Baxter Drive so they do not have traffic going in front of any existing residential homes. He said they are also rigorously pursuing alternatives for a sewer plant site. He commended the Sewer District for what they are doing. It was noted that the proposed subdivision would have 89 lots.

Mayor Money opened the public hearing.

Carma Bailey, 1331 W. 10250 S., asked where is the property that the Sewer District gave an earnest money agreement for? Mayor Money said it is the same property. The District submitted an earnest money agreement for that property.

Ms. Bailey asked if there is a Sewer Plant planned in the Daybreak development? CM Horst said not at this time. He said there could be in the future. Mayor Money said Kennecott has agreed to use the South Valley Sewer District, or build a new one.

Richard Nielson, 561 W. 10000 S., recommended that the City change the approximate address on this application from 650 W. to *800 W.* CM Horst concurred.

Mr. Nielson said their property borders the Jordan River. He said a sewage treatment plant anywhere in the Jordan River Valley is inappropriate. He said he understands the logics regarding the economics for the location of the sewage treatment plant. He said putting the sewage treatment facility in the Jordan River Valley ignores the value of the river waterway property. He said riverfront properties are the most valuable resources, unless there was expected flooding. He said that is the case everywhere but here. He said they are committing a portion of their property to wildlife improvement. He said he is concerned that the surrounding properties would be devalued by the sewage treatment plant. He said there is a reason to protect the property, but it is not necessarily a reason to just exclude the Sewer Treatment Facility. He said he is concerned about the aquifer in South Jordan City. He said there will be serious trouble, if they don't solve the water supply problems. He referred to water problems in other parts of the Country. He said when the aquifer dries out, cracks start in the ground and go to the surface and then they have an open connection to the surface from several hundred feet down. He said the plan proposed by Kennecott and Jordan Valley Conservancy District draws the water level down on the aquifer. He said the people will not be able to draw well water because of the spread of contamination. He said if the aquifer is not protected, the process will continue. He said the only solution is recharging the aquifer. He said the Sewer Plant should be near the base of the Oquirrh Mountains. Mayor Money said they could pump the affluent up there. Mr. Nielson said there is no economic advantage gained by pumping water treated in the river valley if they have to pump it up to the base of the mountain to recharge it. He said he will meet with anyone to discuss this issue further. He said they should not rezone this property just so the District will move their request for land somewhere else in the Jordan River Valley.

Kim Burgon, 10201 S. 1300 W., said he is open to the proposal, if the money from the development is used to save property closer to 10600 South. He said he thought they could not do a development with one entrance, and the proposal appears to have only one entrance. CM Horst said there will be stub roads, but the subdivision is only concept at this time.

Greg Cazier, 928 W. Melody Ct., said he was surprised at the lack of planning from the Sewer District. He said the Division of Water Quality said it was highly unlikely that they could discharge water from the Sewer Plant into the river. He said the Corps of Engineers said it would be extremely unlikely to get approval to build such a facility in the river bottoms. He said the river bottoms is an area with high liquefaction; in the event of an earthquake, there would be substantial damage. He said sometimes engineering reports are written by people that will be hired to design such a facility; it is not an unbiased point of view. He said he is not greatly in favor of developing the river bottoms residentially, but it could be an asset rather than a liability. He said the Sewer Plant is a liability.

Craig White, South Valley Sewer District, read a prepared letter (Attachment A)

CM Horst cautioned that no closed meeting details should be stated publicly. Mayor Money noted that he was not present at the Sewer District's closed meeting today.

Janet Witherspoon, 962 Harmony Row Cir., said she appreciated Mr. White's comments because it was informative at how this situation developed to this point. She said she is concerned at the lack of citizen input until after an offer had been made on that property. She said she does not want a sewer plant on the property. She said there is great value in the natural resource that cannot be reclaimed once any development goes in there. She said she would rather have a subdivision over a sewer plant. She said she is concerned that the City is developing the subdivision, and asked if it would open up the rest of the property for other development in the river bottoms?

Mike Carter, 897 W. Holly Crest Dr., said he represents a large group of concerned citizens relative to the sewer treatment plant. He said the District withdrew their offer. He said an independent appraisal was done on the property. As part of the appraisal process, the highest and best use had to be evoked. He said to have a value of $1.5 million, it would have to be an A-5 or Industrial zone. He said from a residential standpoint, the value would be closer to $9-10 million. He said the sewer plant proposal is not an extension of the West Jordan facility; it is a new District facility. He said he understands there is a rule that sets forth regional sewage treatment facilities in the Salt Lake Valley. That rule must be changed by the State of Utah through the Legislative process for any new facilities to be considered. He said the growth in West Jordan is pushing the District to look for the additional property. He said South Jordan will contribute to that and another regional facility may need to be built, but it should not be done in the Jordan River Valley. He said he understands that the West Jordan facility has the same amount of land to build the same number of facilities that could be built on the land in South Jordan. He said if the existing facility were built out, that would give the District time to

look for an appropriate site, if a new facility is needed. He said that would also give them time to use new technology in the future for a sewer plant. He said the City does have the right to develop their property. He said there is the potential for several commercial developers being interested in the Mulligans golf course, and the City is being proactive to save the facility. He said that is good for all of South Jordan; it is the Gateway into the City. He said if a sewage treatment facility is located on the proposed property, the surrounding property values will be impacted. He said that will impact the City as well as the County relative to revenues collected from property taxes. He said he figures property values will be affected from the freeway to 1300 West.

Joe Fullmer, 1821 W. 9640 S., asked if the City currently owns the proposed property? He was told yes. Mr. Fullmer asked what is the Mayor's conflict of interest? Mayor Money said he is the Mayor of South Jordan and he is South Jordan's representative, as a Board Member, for the South Valley Sewer District. Mr. Fullmer said little comment has been made regarding zoning; it has been centered around the sewer plant. He said he is against the rezoning because the expressed intent is to raise the property value so the Mulligan's area can be purchased. He said they will have to wait for that property to mature before it can be developed. CM Horst said they are purchasing the golf course so it will remain as a golf course.

Ken Olsen, said he supports the zone change. He said the City needs to get its value out of the property. He said he was in negotiations with Peter Coates on his property, which is not as good of a piece as the City parcel. He said he was paying close to $9-10 million for that property. It was noted that the Coates property was zoned R-1.8.

Scott Soulier, 10281 S. 1000 W., said Mr. White complained that the District did not get advance notice regarding this proposal. He said he did not appreciate that the citizens were given literally days of notice, after months of private and secret negotiations. He said he objects to Mr. White's characterization of fairness.

CM Horst said the presentations made by the Sewer District were done in a closed meeting, at the District's request. He said to reveal those negotiations would reveal the discussions that took place in those sessions. He said to reveal that information, it would take the approval of this body and all of the participants in the closed session. He said it was requested that the City not share that information.

Mr. Soulier said this is a nation for, of, and by the people. CM Horst agreed, but said that is how the State law is written.

Brent Dabb, 10241 S. Springcrest Lane, said he can't believe residents contiguous to the proposed property did not participate or have some involvement. He said he does not believe this is the only location for a sewer plant. He said he supports the housing. He said he would like to work with the City on a road going into his property. CM Horst said that is still possible; the subdivision is just concept at this point.

CM Horst said the City is required to have public hearings if they sell more than one acre. He said they also have to have public hearings for development proposals. He said public hearings would have also been held with the State agencies. He said there would have been 6-10 different public hearings before a sewer facility would have been built.

Dave Aleman, 10227 S. 1000 W., said he also owns a vacant lot two blocks east. He said he feels it is unfair to have a devaluation of property. He said they support the rezoning.

Mayor Money closed the public hearing.

Council Member Colton asked why the Planning Commission voted to deny this 4-0?

Dwayne Woolley, said they were required to take a vote. He said they did not have sufficient information to vote in favor of the action. He said they did not have the rationale behind the whole change. He said they did not know about Mulligans.

CM Horst said they were asked by the District to not go public with the information until they were ready. He said they were not allowed to release the Mulligans information because of competitors, etc. He said because the City is making a good faith effort towards the purchase of Mulligans, the City was able to disclose the information and go public.

Van Palmer, 10148 S. 1000 W., said it is time for the people to take this back into their own hands. He said he does not like the closed meetings. He said they should stand up and represent the people. He said there are many places that the sewer plant can go. CM Horst said they cannot make decisions in closed meetings, but they can discuss certain things.

Council Member Marlor said the first earnest money agreement was pulled by the Sewer District. CM Horst said when the application was pulled, the City knew that the District was reviewing some of the issues. He said there was some questions on their study data. Council Member Marlor said the City has a right to act on their property.

Council Member Winger said there was no proposal on the table for a sewer plant when she came on the Council. She said she is looking after the best interests of the residents. She said they have to have sewer plants, but there are other places that the plant could go. She said she was disappointed with the threat of a lawsuit. She said she will help find another place for the sewer plant. She said they should work together. She said she is opposed to the sewer plant in this location.

Council Member Wenner said there are still some questions regarding the sewer plant that have not been answered. She asked why the West Jordan site cannot be expanded? She asked what makes the people in West Jordan have more of a say over the land use than people in South Jordan? She said she cannot imagine that it would not be more cost effective to expand the plant, rather than building another satellite plant. She said she still

has a lot of questions regarding sewer in the Daybreak development. She asked why don't they work on something that will happen sooner in the Daybreak development?

Council Member Gayheart said they did have 1-2 closed meetings with the District. She said it is not the City's job to communicate what the District wants to do with that property. She said the District indicated that they would hold public hearings and that has not been done. She said she would like to save Mulligans and keep the area as open space. She said they don't have the money that it would take to save Mulligans, without doing this project.

Council Member Winger indicated that she would like to hear more of Mr. Nielson's water presentation. She said the District should take advantage of his expertise and recommendations.

Mayor Money said he knew there would be concerns when the idea of a use for the river bottoms was brought up. He said it is an extremely sensitive area. He said they have to deal with sewer issues, but they should not have to bear the total burden of solving the District's problems. He said they are adding to those problems. He said he hopes they have not exhausted a working relationship with the District to resolve this issue. He said he was sad to hear that the District is throwing out legal recourses at this time. He said he resents the statement that the City is changing the use and the value of the property to extract more money from the District, and ultimately the residents of South Jordan. He said he wants to keep Mulligans as recreation/open space. He said he would hate to see the area developed commercially. He said this proposal, as well as the revenues generated by Mulligans, would give them a source to buy Mulligans. He said they are looking at greater use of the property. He said he believes the subdivision will be a desirable development. He said he is very much opposed to the development of single family residences, if they can't buy Mulligans.

Find

Council Member Marlor made a motion to approve Resolution R-2004-09. Council Member Colton seconded the motion. The vote was unanimous in favor.

Council Member Wenner made a motion to take a break. Council Member Winger seconded the motion. The vote was unanimous in favor.

C. Public Hearing – File #REZ-2004-06-Z, Ordinance #2004-06-Z Amending The City's Zoning Map From A-5 To R-2.5 For Approximately 39.27 Acres Generally Located At 10100 South 800 West

Senior Planner Schindler reviewed the background information on this item.

Mayor Money opened the public hearing.

Dwayne Woolley, 1962 W. Ingot Way, recommended that they consider leaving the bottom acreage as open space, the upper section as R-2.5. CM Horst the open space is part of the environment of the PUD.

Craig White, South Valley Sewer District, requested that the letter read under item A be attached to this section (Attachment A). He said they hope to continue to have an excellent working relationship in the future.

Richard Nielson, 561 W. 10000 S., said the preservation of the aquifer resource is a more significant problem than the location of the sewer plant or the assignment of an area for residential purposes.

Mayor Money closed the public hearing.

D. Potential Action Item – (See VII. C.)

Council Member Wenner made a motion to approve Ordinance #2004-06-Z. Council Member Colton seconded the motion. The vote was unanimous in favor.

E. Public Hearing – File No. Sub Amend-2004-01, Subdivision Amendment For Daybreak Phase One, Amending Lot M-104 Located At Approximately 11260 S. 4600 West, Zoned PC

Senior Planner Schindler reviewed the background information on this item.

Mayor Money opened the public hearing. There were no comments. He closed the public hearing.

F. Potential Action Item – (See VII. E.)

Council Member Gayheart made a motion to approve File No. Sub Amend-2004-01, Subdivision Amendment For Daybreak Phase One, Amending Lot M-104 Located At Approximately 11260 S. 4600 West, Zoned PC. Council Member Winger seconded the motion. The vote was unanimous in favor.

VIII. DISCUSSION/POTENTIAL ACTION ITEMS

A. Application To Appeal The City's Development Code On Allowed Signage, Located At 3642 West 9800 South, Carriage Crossing Retail Center, Great Clips, DBA Fifth Avenue Ventures

Senior Planner Schindler said the applicant wants to put up an inflatable balloon, which is not currently allowed. He said they have already purchased the apparatus. He said if they allow this balloon, it would give the indication that those types of things are allowed in the City. He said it is currently not allowed for any period of time.

Council Member Winger made a motion to deny the Application To Appeal The City's Development Code On Allowed Signage, Located At 3642 West 9800 South,

Carriage Crossing Retail Center, Great Clips, DBA Fifth Avenue Ventures. Council Member Wenner seconded the motion.

Council Member Colton said he wants businesses to be able to succeed. Council Member Wenner said this would open up the door to many other requests.

The vote was 4-1 in favor, with Council Member Colton opposed.

B. Consideration For Adoption Of A Resolution Approving The Adoption By The Municipal Building Authority Of The City Of South Jordan, Utah Of A Parameters Resolution Authorizing The Issuance Of Not More Than $12,500,000 Lease Revenue Bonds, Series 2004; And Related Matters

CM Horst said this is the first step in the bonding procedure. He said this is for the purchase of Mulligans. He said it does not bind the City to anything; it just sets the parameters. He explained the variable interest rate that would be applied.

Mayor Money said he is concerned about the time parameters. CM Horst said that is set by the sellers, in part. He said they are hoping to close on the property in late July or August.

Council Member Winger asked what would happen if this property gets tied up in court. CM Horst said he does not feel that will happen.

CM Horst said the general obligation bonding is $0. He said the only security they are using is the property itself.

Council Member Colton made a motion to approve A Resolution Approving The Adoption By The Municipal Building Authority Of The City Of South Jordan, Utah Of A Parameters Resolution Authorizing The Issuance Of Not More Than $12,500,000 Lease Revenue Bonds, Series 2004; And Related Matters. Council Member Winger seconded the motion. The vote was unanimous in favor.

ADJOURNMENT

Council Member Colton made a motion to adjourn the City Council meeting, and go into a Municipal Building Authority meeting. Council Member Winger seconded the motion. The vote was unanimous in favor.

Municipal Building Authority Meeting – separate set of minutes.

Board Member Winger made a motion to adjourn the Municipal Building Authority meeting. Board Member Gayheart seconded the motion. The vote was unanimous in favor.

ADJOURNMENT

The April 6, 2004 City Council meeting adjourned at 10:32 p.m.

This is a true and correct copy of the April 6, 2004 City Council meeting minutes, which were approved on April 20, 2004.

C. J. Pongratz

South Jordan City Recorder

Attachment "A"

South Valley Sewer District
874 East 12400 South, P.O. Box 908 • Draper. Utah 84020
Phone 571-1166 • Fax 571-5339

April 6, 2004

Hand Delivered

South Jordan City Council
c/o Mayor Kent Money
1600 West Town Center Drive
South Jordan, UT 84095

STATEMENT OF THE BOARD OF TRUSTEES OF THE SOUTH VALLEY SEWER DISTRICT

BACKGROUND

The South Valley Sewer District serves an area comprising approximately the southern 1/3 of Salt Lake County including all of South Jordan City and a small portion of Utah County. The District's sewer system provides for collection and treatment of sewage from persons and entities located within its boundaries. As you know, the southern part of Salt Lake County has experienced significant and steady growth over the last several years and will continue to do so in the future. Recognizing the need to provide cost effective sewer service in a timely manner to all people in the District and to properly plan for the future, in the latter part of 2002, the Board of Trustees authorized commencement of a feasibility study for a new wastewater treatment facility. This study was prompted by concerns that sufficient land may not be available at the existing West Jordan plant site of the South Valley Water Reclamation Facility and\or that the cost of constructing and operating additional facilities on the West Jordan site might not be the most cost effective way to meet the needs of the District's residents. The District has conducted the feasibility and facility planning study in a deliberate, conscientious manner in order to identify the alternative that will best serve all of the people in the District. The Board of Trustees and\or General Manager of the District have had numerous discussions with Mayor Kent Money, who sits as a member of the Board of Trustees of the District, as well as your City Manager, Ricky Horst.

In 2003, the District, in good faith, entered into negotiations to acquire the 39.27 acre property owned by the City for a new sewage treatment facility. On or about June 30, 2003, the District submitted a written Earnest Money Sales Agreement to the City. That Earnest Money Agreement offered to purchase the subject property for One Million Six Hundred Forty Thousand Dollars ($1,640,000.00) which represented the full appraised value of the property. Prior to submitting the offer, the District had an independent appraisal performed by a qualified MAI appraiser. A copy of the appraisal was submitted to the City Manager along with the Earnest Money

Sales Agreement. Previously, City Manager Horst had requested a condemnation letter be provided from the District to the City. Pursuant to Mr. Horst's request, a condemnation letter dated May 9, 2003, was provided to the South Jordan City Attorney by the District's counsel. In July 2003, the District's General Manager, Craig White, met with City Manager, Ricky Horst, and Steve Noble, to discuss the offer and the actions needed to acquire the property. Mr. Horst represented to Mr. White that the City had no intention of conducting any sort of a court fight and that the City would work out the purchase with the District including how the purchase price should be paid. He informed Mr. White that the City would not be holding a public hearing for the sale. On July 24, 2003, the Sewer District received a letter from Kennecott Land Company expressing that Company's support for the new treatment plant project. The District was informed in that letter that Kennecott's plans called for substantial real estate development to be constructed in the future on Kennecott's property located in South Jordan City. Kennecott expressed its concerns that adequate infrastructure capacity be available to meet its needs together with the general needs of the area.

Subsequent to presenting its first written offer to purchase the property, District representatives conferred with Clark Labrum, City Planner, and Les Clawson, City Engineer. Nothing was said during these meetings in an effort to discourage the District from pursuing the site. On October 6, 2003, Craig White met with South Jordan officials, including City Manager Horst, and was told that the City would accept the cash price "as is." The District was invited to give a presentation to the City Council and Planning Commission in conjunction with obtaining a conditional use permit from the City pursuant to the City Ordinances. City Manager Horst proposed that the City sell the land to the District on November 4th and that on November 25th the conditional use permit proceedings could be completed.

By its terms, the original Earnest Money offer made by the District to the City expired on July 16, 2003. Recognizing this, on November 13, 2003, the District presented a second Earnest Money Sales Agreement and offer to City Manager Horst. The purchase price remained at $1,640,000.00 payable at closing. Under the terms of this second offer, the City was given until December 5, 2003, to accept the same. Closing was proposed for December 30, 2003. On November 4, 2003, the Sewer District's consulting engineer, Ken Spiers of Bowen & Collins, made a presentation to the South Jordan City Council at City Hall regarding the proposed new treatment facility. Following that presentation various citizens located near the proposed treatment plant site voiced concerns and objections to locating a sewer treatment facility near their properties. Newspaper reports characterized the neighbors in the vicinity as livid, angry and\or concerned. In an attempt to be sensitive to the concerns of the neighboring residents, the District determined to give the matter additional study and accordingly on or about November 18, 2003, withdrew its offer stating that following further study a new offer would be presented to the City in the year 2004.

Subsequently, the District has continued to evaluate and study the proposed site as well as other locations for the proposed facility as well as treatment processes. The District has coordinated with the board and staff of the South Valley Water Reclamation Facility in West Jordan to study and evaluate those solutions that will best serve the public. A satellite facility concept has been pursued which has many benefits and will address some of the neighbor's concerns. While the District continued in its good faith efforts to address the citizens' concerns and to evaluate the needs in a positive and cooperative manner, the Board of Trustees was surprised, and in fact shocked, to learn that South Jordan City had other ideas. Without extending the courtesy of giving the District any notice, on March 24, 2004, the Planning Commission scheduled agenda items to amend the City's General Plan covering the subject property and to rezone the 39.27 acres from recreation-open space to low density residential. Having discovered this turn of events at the last moment, the District delivered a letter to the South Jordan Planning Commission dated March 24, 2004. That letter gave notice of the District's intent to acquire the subject property for a regional sewage treatment facility. The District's letter was provided to the City pursuant to recently adopted House Bill 116 which requires that regional facilities should be considered and planned for as part of the planning process. A copy of that letter which was hand delivered by the District to the Planning Commission at its meeting on March 24, 2004, is attached to this letter.

Wisely, the South Jordan City Planning Commission voted to recommend denial of the proposed general plan amendment and rezone of the property that is before the City Council tonight. The District hopes that the City Council will not ignore or go against the recommendation of the City's Planning Commission.

WHERE DO WE GO FROM HERE?

The obvious question that must be asked in light of these public hearings and decisions to be made by this City Council is where do we go from here? The Board of Trustees believes that the District must continue to pursue acquisition of the subject property and approval of the same for a regional sewage treatment facility because that will be in the best interest of all of the residents of the South Valley Sewer District. The Board respectfully requests the South Jordan City Council to simply look at the greater public good. That is what our Board is asking you to do as you make decisions regarding this property. Today the South Valley Sewer District serves over 35,000 accounts. Those accounts represent many thousands of families and individuals. Sanitary sewer facilities are necessary to promote and ensure the public's health and well-being and must be available to adequately serve continuing development and growth in the District of which South Jordan City contributes a significant part. South Jordan residents, as well as those throughout the District, all receive sewer treatment and collection service from the District. This is not someone else's problem, it is everyone's problem including South Jordan City's. The Board of Trustees' intention in pursuing the subject property is to provide a sewer treatment facility that will meet the health needs of South Jordan and the rest of the District while blending in with the character of the

river bottom where practical. To this end, the District is proposing a facility that will be aesthetically pleasing and will, in fact, through landscaping and placement of facilities be much less objectionable to surrounding areas and to the view from adjoining properties than a housing project featuring just under 100 homes. It is well documented that sewage treatment facilities in this day and age are not like those of decades ago. Visual aesthetics are considered and odors have been substantially reduced, if not completely eliminated. The District can design the treatment facilities to blend in with and to complement the surrounding area much better than residential dwellings with attendant people problems, traffic, pets, etc.

It is particularly disturbing to hear and to read accounts in the press that it is the intent and design of South Jordan City to rezone the 39.27 acres to residential use in order to increase the value of the same and to "make it too expensive for the Sewer District to acquire the land through condemnation." South Jordan City was given full and clear advance notice of the desire of the Sewer District to acquire the subject property before any attempts were considered, much less undertaken, to change the General Plan and/or zoning for the property. It is incongruous in our opinion that a city can zone value into its own land. The District wonders what the City Council's position would be if a private developer had come in and asked the City to do the same thing that the City is attempting to do with the property. A serious question arises as to whether a City should be in the development business competing with private enterprise in the first place. Simply stated, if the City Council continues to pursue this matter, given the facts of this case, it will trigger a lawsuit. The Board of Trustees does not believe that this is the way to serve the public. In fact if in the end, the subject property is rezoned in order to inflate its value, this can only be damaging to the citizens of South Jordan as well as other residents of the District who will have to pay for the increased costs for land and suffer the consequences of higher rates and charges for sewer service. We do not believe that this is good planning or good public policy. The vast majority of people residing in the District should not be penalized by antics such as we see in the instant case.

This is not the first time that local jurisdictions have had to address and resolve intergovernmental land use disputes. While it may be a case of first impression in Utah, it appears likely that Utah Courts would adopt a "balancing of interest rule" in order to resolve the current dispute and similar disputes in the future. The modern and most widely accepted view has been endorsed by the leading commentators. See *Anderson, American Law of Zoning, Section 12.04, 5 Rohan Zoning and Land Use Controls, Section 35.07.* A good explanation of the balancing of interests rule is found in the following excerpt from *Lincoln County v. Johnson*, 257 N.W. 2d 453, 457- 458 (S.D. 1977):

> We hold that the better rule, the rule allowing for the greatest flexibility and fairness, is the newly emerging "balancing of interests" rule. This rule requires that one governmental unit (intruding unit) be bound by the zoning regulations of another governmental unit (host unit) in the use of its extraterritorial property purchased or condemned, in the absence of specific legislative authority to the contrary. If the

> proposed use is nonconforming the intruding unit should apply to the host unit's zoning authority for a specific exception or for a change in zoning, whichever is appropriate. The host zoning authority is then in a position to consider and weigh the applicant's need for the use in question and its effect upon the host unit's zoning plan, neighboring property, environmental impact, and the myriad other relevant factors to be considered for modern land use planning and control. If the intruding unit is dissatisfied with the decision of the host zoning authority it may seek appropriate judicial review, wherein the circuit court can balance the competing public and private interests essential to an equitable resolution of conflict. In addition to the zoning areas and alternative methods for providing the needed improvements. If, after weighing all pertinent factors the court finds the host government is acting unreasonably, the zoning ordinance should be inapplicable to the proposed improvements.

A more recent case from Iowa further elaborates on the court's role:

> The legitimate public interests of both the city and the county must be recognized and weighed in the balance. The county can have no absolute veto over the construction or placement of the plant. On the other hand the city cannot proceed oblivious of the county's authority to zone all county lands outside corporate boundaries. To whatever extent they can be, all conflicting governmental interests must be accommodated. Where they cannot be accommodated the court is to resolve the dispute, after weighing the interests on the basis of the greater public good.

City of Ames v. Story County, 392 N.W.2d 145, 149 (Iowa 1986).

It is the District's view that the expense of judicial review should not be necessary. The Board of Trustees believes that a compelling case can be made for the greater public good being served by building the new sewage treatment facility on the property presently owned by the City which the District wishes to acquire. The City Planning Commission has wisely recommended denial of the proposed General Plan amendment and rezone. In our opinion denial of the District's land use applications would violate the balancing of interest rule. The District desires to provide the City with information that it reasonably needs to approve this project and to balance the needs of all of the citizens of the District against competing interests. If the City Council desires additional information, please let the District know and we will endeavor to provide the same.

WHY SHOULD THE CITY AND THE DISTRICT COOPERATE?

It is apparent from time to time that certain regional facilities must be sited at a given location in order to serve the needs of all the people. Water and sewer plants provide prime examples of such regional facilities. We submit that the highest and best use of the City's 39.27-acre parcel is as a site for the District's new wastewater treatment facility. In order to have a gravity flow system, sewer treatment facilities need to be located at a low point in the system. The District's existing treatment facilities are at or near capacity. The District Board of Trustees believes that enlargement of the same will cost far more than providing a satellite treatment facility. The District has gone to great effort and expense to evaluate the need for the facility and the best way to proceed, including considering a satellite facility. At present, the District's Board believes that this is the best possible site for the needed facility. The new facility will benefit the City of South Jordan, including developments therein such as Daybreak, and others as well as other developing areas within the District. South Jordan City residents will receive treatment services directly from the proposed facility. The District has located no other ground that would be more compatible or appropriate. The treatment facilities can be designed in such a manner as to provide some open space as well as preserving some wetland areas while blending in with the general character of the river bottom. The District believes that this will come much closer to addressing the City's past stated concerns than allowing almost 100 homes to be built on the same property. Under the City's existing General Plan, this area was master planned to allow public facilities (including public sewer treatment facilities) and is properly zoned to permit such as a conditional use. It is the desire of the District to provide benefits to South Jordan City and others in the form of water reuse which could be far more economically and practically provided at this location than from the existing treatment facilities located further north in West Jordan.

In conclusion, the Board of Trustees solicits and will greatly appreciate the cooperation of the South Jordan City Council in recognizing the need for the regional sewage treatment facility on the subject property. The District is not in business to make a profit and only desires to provide sewage collection and treatment services in the most economic and efficient manner possible. We solicit your cooperation and support to that end and respectfully request that you deny the City's own self initiated application to amend the General Plan in this area and/or to rezone the property.

Respectfully submitted,

Wayne H Ballard

Wayne H. Ballard
Chairman, Board of Trustees

cc: Craig White, General Manager

South Valley Sewer District
874 East 12400 South, P.O. Box 908 • Draper. Utah 84020
Phone 571-1166 • Fax 571-5339

March 24, 2004

Hand Delivered

South Jordan City Planning Commission
c/o Clark Mabey, Chairman
1600 West Town Center Drive
South Jordan, UT 84095

Re: *Notice of Intent to Acquire Approximately 40 Acres of Real Property for Regional Sewage Treatment Facility at Approximately 752 West 10074 South in South Jordan City, Utah*

Dear Planning Commission Members:

The Board of Trustees of the South Valley Sewer District hereby gives notice to South Jordan City and to the Planning Commission and City Council that the District intends to acquire property from South Jordan City at approximately 752 West 10074 South for the purpose of constructing and operating a regional sewage treatment facility thereon. The District is providing this notice to the City consistent with the spirit and the provisions of House Bill 116 adopted by the Utah State Legislature in its General 2004 Session. As you know, the Sewer District has previously indicated its intention to acquire the property and has made efforts to do so in the calendar year 2003. The District also previously filed land use applications with the City. In an effort to cooperate with the City, and with the City's specific knowledge that the District was not abandoning the site, those applications were withdrawn at the end of 2003. The District informed you at that time that it would refile its application for any needed land use approval together with its offer to acquire the property in 2004. A map of the property is enclosed herewith as part of this notice together with the legal description.

It has been and continues to be the District's desire to cooperate with South Jordan City in providing this needed regional facility while also being sensitive to the concerns and needs of the City and its affected residents. We are puzzled and find it extremely unfortunate that the City has made no effort to give prior notice to or to contact the District regarding matters E and F on your Wednesday, March 24, 2004, Planning Commission Agenda pertaining to File No. LUA.2004.04 and File No. REZ.2004.04. In fact, we are concerned that the City's actions may be an affirmative attempt to rezone the property without notice to the District, notwithstanding our extended discussions regarding the District's intent.

Apparently, the City is now attempting to change the general plan and zoning on this parcel of property to eliminate the regional sewage treatment facility. The District hereby requests that no action be taken to amend the General Plan of the City or to adopt a rezone amendment which will in any way thwart or deny the regional sewage plant from locating on the above-described property. The District believes any such actions would be most inappropriate in light of our prior communications and attempts to work with the City while serving the citizens of the District.

Sincerely,

Wayne H Ballard

Wayne H. Ballard
Chairman

cc: South Jordan City Council
Salt Lake County
Jordan School District
Automated Geographic Reference Center
Council of Governments
State Planning Coordinator

(Property Description)

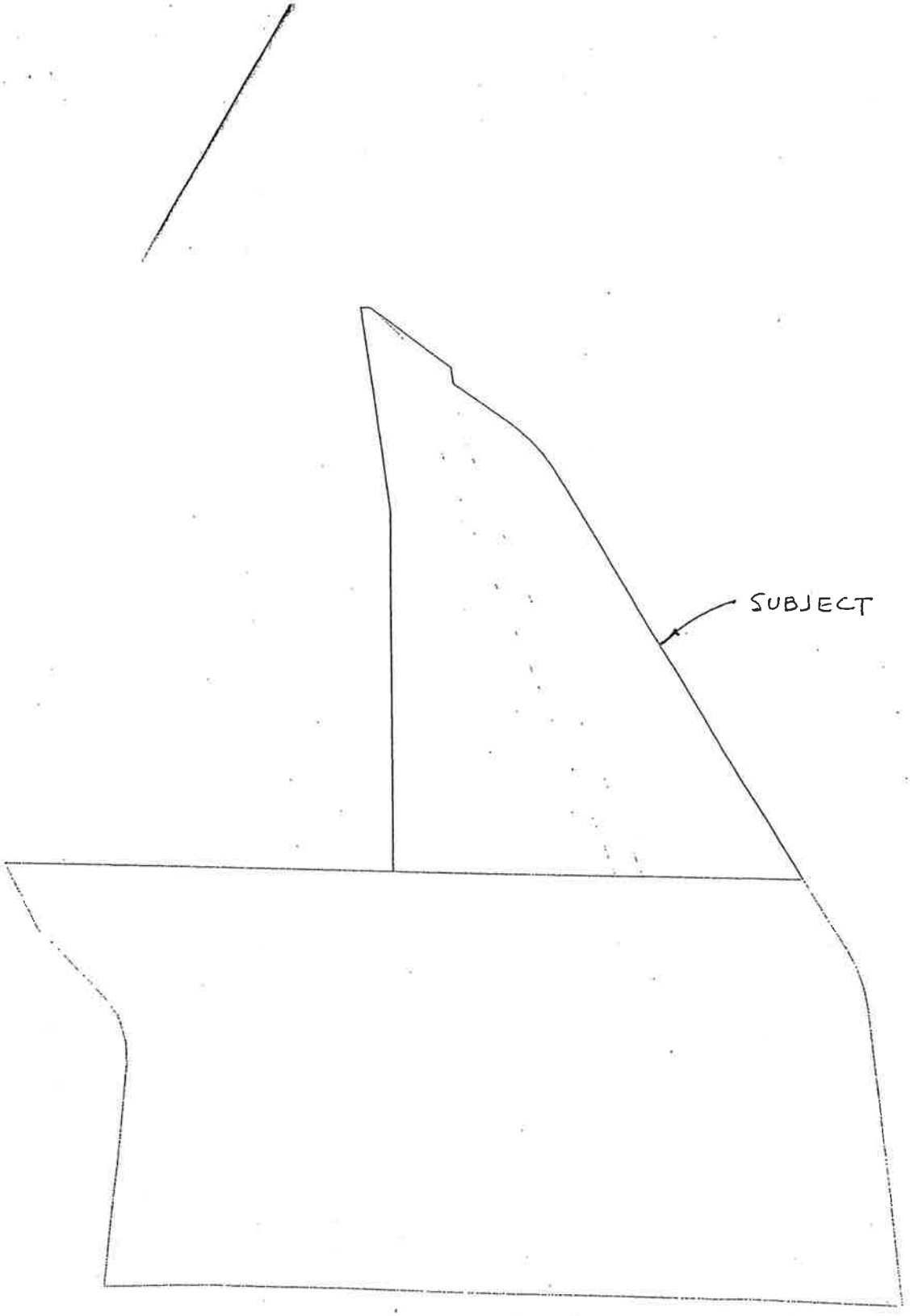
Beginning at a point which is North 00°11'14" West 220.12 feet and South 89°25'20" East 1962.63 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°43'53" West 695.31 feet; thence North 08°40'42" West 389.91 feet; thence North 89°16'07" East 16.32 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following five courses: South 55°38'37" East 194.64 feet; thence South 08°39'00" East 30.88 feet; thence South 55°38'37" East 123.13 feet to a point of curvature; thence along the arc of a 351.00 foot radius curve to the right through a central angle of 23°45'07" a distance of 145.51 feet to a point of tangency; thence South 31°53'30" East 912.51 feet; thence North 89°25'20" West 797.66 feet to the point of beginning.
Parcel ID #27-11-476-025

ALSO:

Beginning at a point which is North 0° 11'14" West 70.43 feet and East 1290.15 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 49°40'45" West 14.05 feet; thence North 28°07'00" West 145.56 feet; thence South 89°25'20"East 1548.89 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following three courses: South 31°53'30" East (South 31°09'37" East per Deed) 148.71 feet to a point of curvature; thence along the arc of a 316.00 foot radius curve to the right through a central angle of 25° 18'18" a distance of 139.56 feet to a point of tangency; thence South 06°35'12" East 569.16 feet to a point on an existing old established fence line; thence Westerly along said old established fence line the following fourteen courses: South 89°27'27" West 11.03 feet; thence North 88°01'07" West 65.32 feet; thence North 88°12'27" West 150.00 feet; thence North 87°52'06" West 73.09 feet; thence South 89°34'03" West 47.95 feet; thence North 87°57'11" West 49.13 feet; thence North 88°56'49" West 99.83 feet; thence North 89°03'14" West 107.39 feet; thence North 88°59'37" West 251.22 feet; thence North 88°42'05" West 236.52 feet; thence North 89°31'41" West 140.87 feet; thence North 89°15'47" West 113.12 feet; thence South 88°55'33" West 75.56 feet; thence South 88°13'36" West 119.91 feet; thence leaving said fence line North 05°46'00" East 431.70 feet; thence North 02°40'30" West 39.86 feet; thence North 17°36' 15" West 55.70 feet; thence North 33°31'00" West 30.10 feet; thence North 43°38'45" West 181.25 feet to the point of beginning.
Parcel ID #: 27-11-476-019, 27-14-226-019, 27-14-226-020, 27-14-226-021, 27-14-226-022

ALSO:

All of Seller's right, title and interest as Grantee under the provisions of that certain Easement recorded as Entry Number 7139931 in Book 8147, Pages 2873-2876 in the office of the Salt Lake County Recorder, State of Utah, which shall be assigned by Seller to Buyer at closing.


SUBJECT

RESOLUTION NO. R 2004-09

A RESOLUTION AMENDING THE FUTURE LAND USE PLAN MAP OF THE GENERAL PLAN OF SOUTH JORDAN CITY FOR 39.27 ACRES GENERALLY LOCATED AT 10100 SOUTH 650 WEST, SOUTH JORDAN, UTAH.

WHEREAS, the Future Land Use Plan Map of the General Plan has previously been adopted by the City Council of South Jordan City; and

WHEREAS, an amendment to the Future Land Use Plan Map has been proposed according to Exhibit A; and

WHEREAS, in accordance with law, public hearings have been held by the Planning Commission and City Council in South Jordan City to present the proposed amendment to the Future Land Use Plan Map of the General Plan and to receive comments from the public, which comments were considered by the Planning Commission and City Council; and

WHEREAS, it has been determined that to promote the orderly growth of South Jordan City, to preserve property values, and to promote the public health, safety and general welfare of the residents of South Jordan City, the Future Land Use Plan Map of the General Plan should be amended to provide for residential development as indicated in Exhibit A attached; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH:

Section 1. Amendment and Adoption. The South Jordan City Council hereby adopts the proposed amendment changing the Future Land Use Plan Map of the General Plan as indicated in Exhibit A attached from Recreation-Open Space to Low-Density Residential.

Section 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS 6th DAY OF April, 2004.

Voting Record:

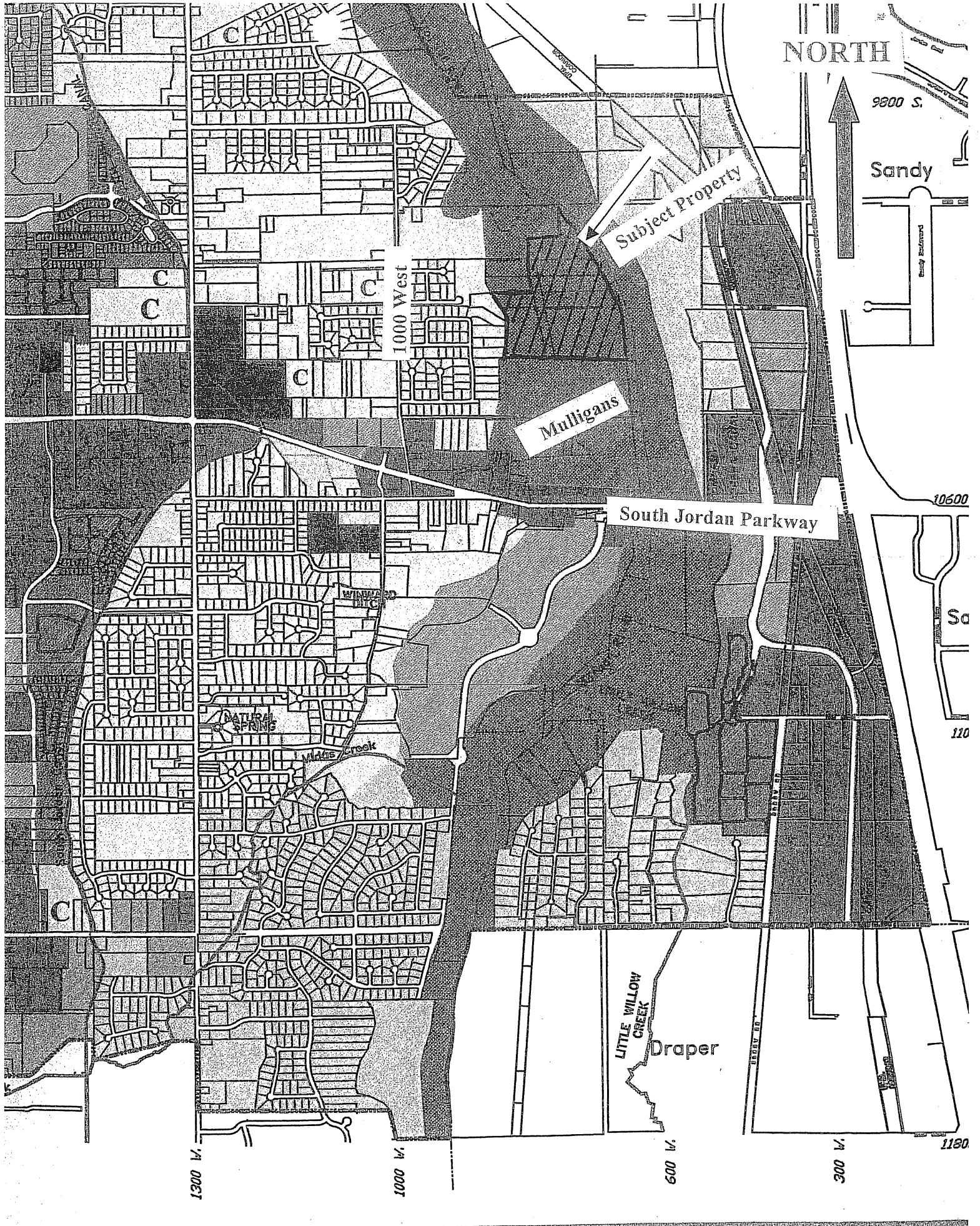
	AYE	NAY	ABSTAIN	ABSENT
David W. Colton	X			
Ann Gayheart	X			
Bradley G. Marlor	X			
Mary Wenner	X			
Leona Winger	X			

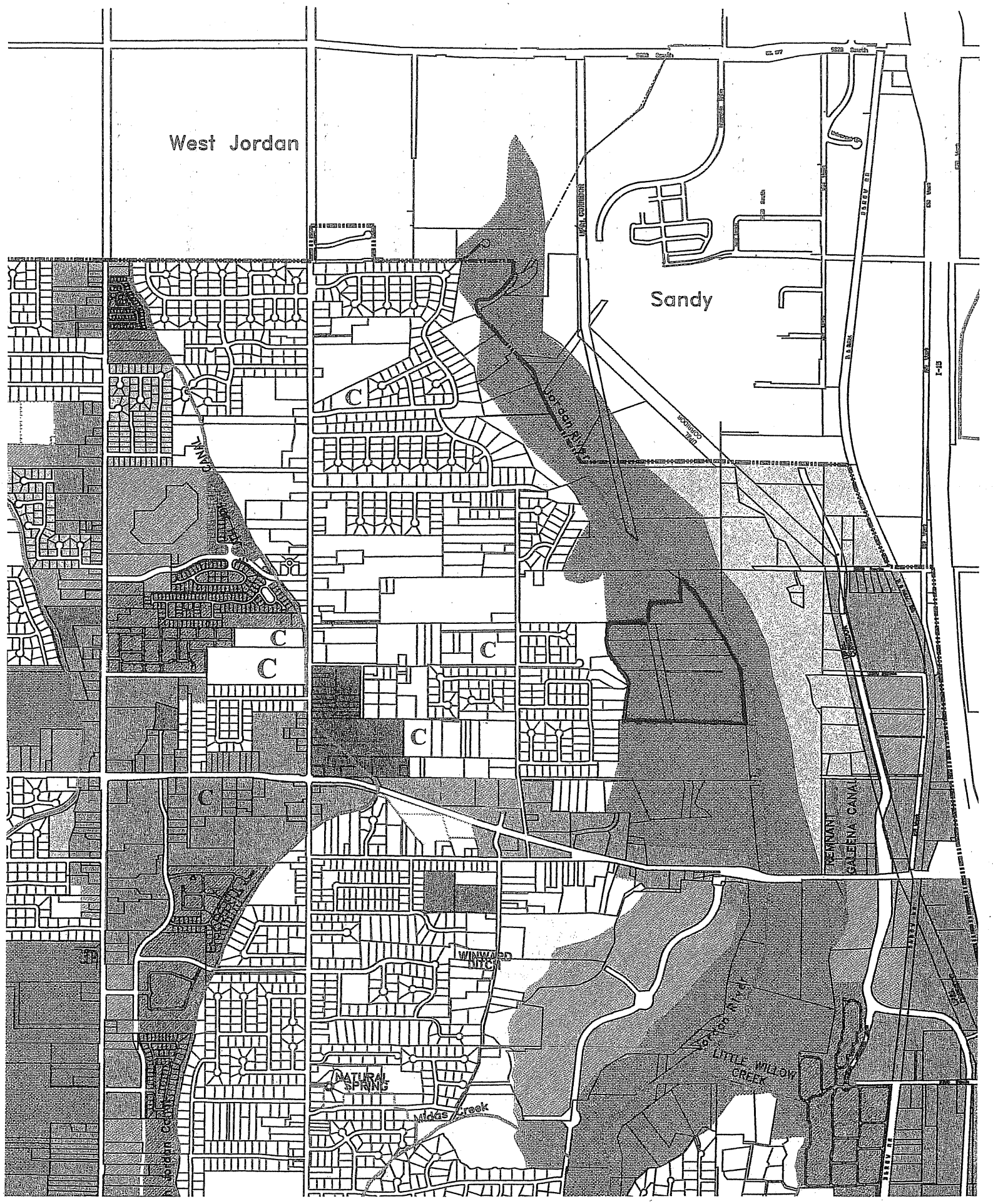
William Kent Money
WILLIAM KENT MONEY, MAYOR

ATTEST:

C. L. Pomeroy
CITY RECORDER

City of South Jordan CORPORATE Seal State of Utah


NORTH
9800 S.
Sandy
Subject Property
1000 West
Mulligans
South Jordan Parkway
10600
WINWARD DR
NATURAL SPRING
Willow Creek
LITTLE WILLOW CREEK
Draper
1180
1300 W.
1000 W.
600 W.
300 W.
C


West Jordan
Sandy
C
C
C
C
C
C
C
Jordan River
Jordan River Canal
Bangerter Hwy
Bangerter Hwy
I-15
Tremont Galena Canal
Winward Ditch
Little Willow Creek
Natural Spring
Midas Creek
Spring Creek

COMPLETE APPRAISAL SUMMARY REPORT

40.00 ACRES OF VACANT LAND OWNED BY SOUTH JORDAN CITY

Located at approximately
752 West 10074 South
South Jordan, Utah

PREPARED FOR:

MAZURAN & HAYES, P.C.
Mr. Michael J. Mazuran
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124-1725

FILE NUMBER 03-05-32MJ

EFFECTIVE APPRAISAL DATE:
May 14, 2003

J. PHILIP COOK & ASSOCIATES

REAL ESTATE APPRAISERS/ADVISORS

J. PHILIP COOK, MAI, CRE
DARRIN W. LIDDELL, MAI, CCIM
RICHARD F. SCHETTLER
DAVID M. ANDERSON
RICHARD C. SLOAN
DAVID L. CHILD
COREY COOK

MICHELE E. JAKOB, MAI
VIRGINIA H. HYLTON
TROY A. LUNT
GREGORY R. BESS
JEFFREY S. ALLEN
KAMMIE L. LEFEVRE
CARL DIETZ

May 30, 2003

Mr. Michael J. Mazuran
Mazuran & Hayes, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124-1725

Re: Complete Appraisal - Summary Report: A total taking of property owned by South Jordan City, located at approximately 752 West 10074 South, South Jordan, Utah.

Dear Mr. Mazuran:

At your request, we have prepared an appraisal addressing market value of the fee simple estate of the above-referenced property. The function of the report is to assist in negotiating the purchase of the property, or to assist in condemnation proceedings, if necessary.

As a complete appraisal - summary report, this presents only summary discussion of the data, reasoning, and analyses that are used in the appraisal process to develop an opinion of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The report conforms with Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation as well as the Appraisal Guidelines of the Appraisal Institute.

As appraisals completed for eminent domain purposes require certain treatment inconsistent with USPAP, the jurisdictional exception has been invoked. This applies to the reporting of an exposure period, required under USPAP, but not applicable for an eminent domain action.

5107 SOUTH 900 EAST, SUITE 200 ▾ SALT LAKE CITY, UTAH 84117
TELEPHONE: 801-281-4600 ▾ FAX: 801-281-4601 ▾ E-MAIL: jpc&associates@jpc.biz.com

A total taking is proposed. For total takings, only a before value is completed.

Available market data have been carefully considered and analyzed. As supported in this report, we are of the opinion market value of the fee taking, as of May 14, 2003, is:

ONE MILLION SIX HUNDRED FORTY THOUSAND DOLLARS
($1,640,000)

The value estimate is subject to assumptions and limiting conditions contained in the report, and on the following assumptions.

1. Based on discussions with Mr. Steve Jensen, of the Salt Lake County Public Works Engineering Division, and based on review of the Jordan River Wetlands Advance Identification Study, dated 1985, approximately 20 percent of the tract, or ±8.00 acres, is considered to be potential wetlands. An attempt was made to obtain a Delineation Survey from South Jordan City. The South Jordan City Manager's and Engineer's offices were unaware of any studies that may have been completed detailing wetlands areas on the subject site. Review of a Delineation Survey is necessary prior to development of the site.

We trust this is sufficient to accomplish its intended function. Please call if we can be of further assistance.

Sincerely,

J. Philip Cook, MAI, CRE

Utah State-Certified General Appraiser
Certificate CG37068 Expires 06-30-05

Michele E. Jakob, MAI

Utah State-Certified General Appraiser
Certificate CG49945 Expires 07-31-03

EXECUTIVE SUMMARY

LOCATION:	±752 West 10074 South, South Jordan, Utah
PURPOSE OF APPRAISAL:	Estimate market value of the total taking
PROPERTY RIGHTS APPRAISED:	Fee simple
REPORT DATE:	May 30, 2003
VALUATION DATE:	May 14, 2003
TYPE OF PROPERTY:	Vacant agricultural land
PROPERTY TAXES:	
- Serial #:	27-11-226-019, -020, -021, -022, and 27-11-476-019 and -025
- 2002 Taxes:	Tax exempt
SITE:	
- Size	
Before the Taking	40.00 acres
Taking	40.00 acres
After the Taking	0.00 acres
- Topography	Near level
- Zoning	A-5 (Agricultural)
- Flood Zone	Zone "AE" (100 year flood plain) and Zone "X" (500 year flood plain)
IMPROVEMENTS:	None

HIGHEST AND BEST USE:

● Before the Taking	Low density residential subdivision development as demand is manifest.
ESTIMATED VALUE OF THE TAKING:	$1,640,000

South Valley Sewer District
874 East 12400 South, P.O. Box 908 • Draper. Utah 84020
Phone 571-1166 • Fax 571-5339

April 6, 2004

Hand Delivered

South Jordan City Council
c/o Mayor Kent Money
1600 West Town Center Drive
South Jordan, UT 84095

STATEMENT OF THE BOARD OF TRUSTEES OF THE SOUTH VALLEY SEWER DISTRICT

BACKGROUND

The South Valley Sewer District serves an area comprising approximately the southern 1/3 of Salt Lake County including all of South Jordan City and a small portion of Utah County. The District's sewer system provides for collection and treatment of sewage from persons and entities located within its boundaries. As you know, the southern part of Salt Lake County has experienced significant and steady growth over the last several years and will continue to do so in the future. Recognizing the need to provide cost effective sewer service in a timely manner to all people in the District and to properly plan for the future, in the latter part of 2002, the Board of Trustees authorized commencement of a feasibility study for a new wastewater treatment facility. This study was prompted by concerns that sufficient land may not be available at the existing West Jordan plant site of the South Valley Water Reclamation Facility and\or that the cost of constructing and operating additional facilities on the West Jordan site might not be the most cost effective way to meet the needs of the District's residents. The District has conducted the feasibility and facility planning study in a deliberate, conscientious manner in order to identify the alternative that will best serve all of the people in the District. The Board of Trustees and\or General Manager of the District have had numerous discussions with Mayor Kent Money, who sits as a member of the Board of Trustees of the District, as well as your City Manager, Ricky Horst.

In 2003, the District, in good faith, entered into negotiations to acquire the 39.27 acre property owned by the City for a new sewage treatment facility. On or about June 30, 2003, the District submitted a written Earnest Money Sales Agreement to the City. That Earnest Money Agreement offered to purchase the subject property for One Million Six Hundred Forty Thousand Dollars ($1,640,000.00) which represented the full appraised value of the property. Prior to submitting the offer, the District had an independent appraisal performed by a qualified MAI appraiser. A copy of the appraisal was submitted to the City Manager along with the Earnest Money

Sales Agreement. Previously, City Manager Horst had requested a condemnation letter be provided from the District to the City. Pursuant to Mr. Horst's request, a condemnation letter dated May 9, 2003, was provided to the South Jordan City Attorney by the District's counsel. In July 2003, the District's General Manager, Craig White, met with City Manager, Ricky Horst, and Steve Noble, to discuss the offer and the actions needed to acquire the property. Mr. Horst represented to Mr. White that the City had no intention of conducting any sort of a court fight and that the City would work out the purchase with the District including how the purchase price should be paid. He informed Mr. White that the City would not be holding a public hearing for the sale. On July 24, 2003, the Sewer District received a letter from Kennecott Land Company expressing that Company's support for the new treatment plant project. The District was informed in that letter that Kennecott's plans called for substantial real estate development to be constructed in the future on Kennecott's property located in South Jordan City. Kennecott expressed its concerns that adequate infrastructure capacity be available to meet its needs together with the general needs of the area.

Subsequent to presenting its first written offer to purchase the property, District representatives conferred with Clark Labrum, City Planner, and Les Clawson, City Engineer. Nothing was said during these meetings in an effort to discourage the District from pursuing the site. On October 6, 2003, Craig White met with South Jordan officials, including City Manager Horst, and was told that the City would accept the cash price "as is." The District was invited to give a presentation to the City Council and Planning Commission in conjunction with obtaining a conditional use permit from the City pursuant to the City Ordinances. City Manager Horst proposed that the City sell the land to the District on November 4th and that on November 25th the conditional use permit proceedings could be completed.

By its terms, the original Earnest Money offer made by the District to the City expired on July 16, 2003. Recognizing this, on November 13, 2003, the District presented a second Earnest Money Sales Agreement and offer to City Manager Horst. The purchase price remained at $1,640,000.00 payable at closing. Under the terms of this second offer, the City was given until December 5, 2003, to accept the same. Closing was proposed for December 30, 2003. On November 4, 2003, the Sewer District's consulting engineer, Ken Spiers of Bowen & Collins, made a presentation to the South Jordan City Council at City Hall regarding the proposed new treatment facility. Following that presentation various citizens located near the proposed treatment plant site voiced concerns and objections to locating a sewer treatment facility near their properties. Newspaper reports characterized the neighbors in the vicinity as livid, angry and\or concerned. In an attempt to be sensitive to the concerns of the neighboring residents, the District determined to give the matter additional study and accordingly on or about November 18, 2003, withdrew its offer stating that following further study a new offer would be presented to the City in the year 2004.

Subsequently, the District has continued to evaluate and study the proposed site as well as other locations for the proposed facility as well as treatment processes. The District has coordinated with the board and staff of the South Valley Water Reclamation Facility in West Jordan to study and evaluate those solutions that will best serve the public. A satellite facility concept has been pursued which has many benefits and will address some of the neighbor's concerns. While the District continued in its good faith efforts to address the citizens' concerns and to evaluate the needs in a positive and cooperative manner, the Board of Trustees was surprised, and in fact shocked, to learn that South Jordan City had other ideas. Without extending the courtesy of giving the District any notice, on March 24, 2004, the Planning Commission scheduled agenda items to amend the City's General Plan covering the subject property and to rezone the 39.27 acres from recreation-open space to low density residential. Having discovered this turn of events at the last moment, the District delivered a letter to the South Jordan Planning Commission dated March 24, 2004. That letter gave notice of the District's intent to acquire the subject property for a regional sewage treatment facility. The District's letter was provided to the City pursuant to recently adopted House Bill 116 which requires that regional facilities should be considered and planned for as part of the planning process. A copy of that letter which was hand delivered by the District to the Planning Commission at its meeting on March 24, 2004, is attached to this letter.

Wisely, the South Jordan City Planning Commission voted to recommend denial of the proposed general plan amendment and rezone of the property that is before the City Council tonight. The District hopes that the City Council will not ignore or go against the recommendation of the City's Planning Commission.

WHERE DO WE GO FROM HERE?

The obvious question that must be asked in light of these public hearings and decisions to be made by this City Council is where do we go from here? The Board of Trustees believes that the District must continue to pursue acquisition of the subject property and approval of the same for a regional sewage treatment facility because that will be in the best interest of all of the residents of the South Valley Sewer District. The Board respectfully requests the South Jordan City Council to simply look at the greater public good. That is what our Board is asking you to do as you make decisions regarding this property. Today the South Valley Sewer District serves over 35,000 accounts. Those accounts represent many thousands of families and individuals. Sanitary sewer facilities are necessary to promote and ensure the public's health and well-being and must be available to adequately serve continuing development and growth in the District of which South Jordan City contributes a significant part. South Jordan residents, as well as those throughout the District, all receive sewer treatment and collection service from the District. This is not someone else's problem, it is everyone's problem including South Jordan City's. The Board of Trustees' intention in pursuing the subject property is to provide a sewer treatment facility that will meet the health needs of South Jordan and the rest of the District while blending in with the character of the

river bottom where practical. To this end, the District is proposing a facility that will be aesthetically pleasing and will, in fact, through landscaping and placement of facilities be much less objectionable to surrounding areas and to the view from adjoining properties than a housing project featuring just under 100 homes. It is well documented that sewage treatment facilities in this day and age are not like those of decades ago. Visual aesthetics are considered and odors have been substantially reduced, if not completely eliminated. The District can design the treatment facilities to blend in with and to complement the surrounding area much better than residential dwellings with attendant people problems, traffic, pets, etc.

It is particularly disturbing to hear and to read accounts in the press that it is the intent and design of South Jordan City to rezone the 39.27 acres to residential use in order to increase the value of the same and to "make it too expensive for the Sewer District to acquire the land through condemnation." South Jordan City was given full and clear advance notice of the desire of the Sewer District to acquire the subject property before any attempts were considered, much less undertaken, to change the General Plan and/or zoning for the property. It is incongruous in our opinion that a city can zone value into its own land. The District wonders what the City Council's position would be if a private developer had come in and asked the City to do the same thing that the City is attempting to do with the property. A serious question arises as to whether a City should be in the development business competing with private enterprise in the first place. Simply stated, if the City Council continues to pursue this matter, given the facts of this case, it will trigger a lawsuit. The Board of Trustees does not believe that this is the way to serve the public. In fact if in the end, the subject property is rezoned in order to inflate its value, this can only be damaging to the citizens of South Jordan as well as other residents of the District who will have to pay for the increased costs for land and suffer the consequences of higher rates and charges for sewer service. We do not believe that this is good planning or good public policy. The vast majority of people residing in the District should not be penalized by antics such as we see in the instant case.

This is not the first time that local jurisdictions have had to address and resolve intergovernmental land use disputes. While it may be a case of first impression in Utah, it appears likely that Utah Courts would adopt a "balancing of interest rule" in order to resolve the current dispute and similar disputes in the future. The modern and most widely accepted view has been endorsed by the leading commentators. See *Anderson, American Law of Zoning, Section 12.04, 5 Rohan Zoning and Land Use Controls, Section 35.07.* A good explanation of the balancing of interests rule is found in the following excerpt from *Lincoln County v. Johnson*, 257 N.W. 2d 453, 457- 458 (S.D. 1977):

> We hold that the better rule, the rule allowing for the greatest flexibility and fairness, is the newly emerging "balancing of interests" rule. This rule requires that one governmental unit (intruding unit) be bound by the zoning regulations of another governmental unit (host unit) in the use of its extraterritorial property purchased or condemned, in the absence of specific legislative authority to the contrary. If the

> proposed use is nonconforming the intruding unit should apply to the host unit's zoning authority for a specific exception or for a change in zoning, whichever is appropriate. The host zoning authority is then in a position to consider and weigh the applicant's need for the use in question and its effect upon the host unit's zoning plan, neighboring property, environmental impact, and the myriad other relevant factors to be considered for modern land use planning and control. If the intruding unit is dissatisfied with the decision of the host zoning authority it may seek appropriate judicial review, wherein the circuit court can balance the competing public and private interests essential to an equitable resolution of conflict. In addition to the zoning areas and alternative methods for providing the needed improvements. If, after weighing all pertinent factors the court finds the host government is acting unreasonably, the zoning ordinance should be inapplicable to the proposed improvements.

A more recent case from Iowa further elaborates on the court's role:

> The legitimate public interests of both the city and the county must be recognized and weighed in the balance. The county can have no absolute veto over the construction or placement of the plant. On the other hand the city cannot proceed oblivious of the county's authority to zone all county lands outside corporate boundaries. To whatever extent they can be, all conflicting governmental interests must be accommodated. Where they cannot be accommodated the court is to resolve the dispute, after weighing the interests on the basis of the greater public good.

City of Ames v. Story County, 392 N.W.2d 145, 149 (Iowa 1986).

It is the District's view that the expense of judicial review should not be necessary. The Board of Trustees believes that a compelling case can be made for the greater public good being served by building the new sewage treatment facility on the property presently owned by the City which the District wishes to acquire. The City Planning Commission has wisely recommended denial of the proposed General Plan amendment and rezone. In our opinion denial of the District's land use applications would violate the balancing of interest rule. The District desires to provide the City with information that it reasonably needs to approve this project and to balance the needs of all of the citizens of the District against competing interests. If the City Council desires additional information, please let the District know and we will endeavor to provide the same.

WHY SHOULD THE CITY AND THE DISTRICT COOPERATE?

It is apparent from time to time that certain regional facilities must be sited at a given location in order to serve the needs of all the people. Water and sewer plants provide prime examples of such regional facilities. We submit that the highest and best use of the City's 39.27-acre parcel is as a site for the District's new wastewater treatment facility. In order to have a gravity flow system, sewer treatment facilities need to be located at a low point in the system. The District's existing treatment facilities are at or near capacity. The District Board of Trustees believes that enlargement of the same will cost far more than providing a satellite treatment facility. The District has gone to great effort and expense to evaluate the need for the facility and the best way to proceed, including considering a satellite facility. At present, the District's Board believes that this is the best possible site for the needed facility. The new facility will benefit the City of South Jordan, including developments therein such as Daybreak, and others as well as other developing areas within the District. South Jordan City residents will receive treatment services directly from the proposed facility. The District has located no other ground that would be more compatible or appropriate. The treatment facilities can be designed in such a manner as to provide some open space as well as preserving some wetland areas while blending in with the general character of the river bottom. The District believes that this will come much closer to addressing the City's past stated concerns than allowing almost 100 homes to be built on the same property. Under the City's existing General Plan, this area was master planned to allow public facilities (including public sewer treatment facilities) and is properly zoned to permit such as a conditional use. It is the desire of the District to provide benefits to South Jordan City and others in the form of water reuse which could be far more economically and practically provided at this location than from the existing treatment facilities located further north in West Jordan.

In conclusion, the Board of Trustees solicits and will greatly appreciate the cooperation of the South Jordan City Council in recognizing the need for the regional sewage treatment facility on the subject property. The District is not in business to make a profit and only desires to provide sewage collection and treatment services in the most economic and efficient manner possible. We solicit your cooperation and support to that end and respectfully request that you deny the City's own self initiated application to amend the General Plan in this area and/or to rezone the property.

Respectfully submitted,

Wayne H. Ballard

Wayne H. Ballard
Chairman, Board of Trustees

cc: Craig White, General Manager

South Valley Sewer District
874 East 12400 South, P.O. Box 908 • Draper. Utah 84020
Phone 571-1166 • Fax 571-5339

March 24, 2004

Hand Delivered

South Jordan City Planning Commission
c/o Clark Mabey, Chairman
1600 West Town Center Drive
South Jordan, UT 84095

Re: *Notice of Intent to Acquire Approximately 40 Acres of Real Property for Regional Sewage Treatment Facility at Approximately 752 West 10074 South in South Jordan City, Utah*

Dear Planning Commission Members:

The Board of Trustees of the South Valley Sewer District hereby gives notice to South Jordan City and to the Planning Commission and City Council that the District intends to acquire property from South Jordan City at approximately 752 West 10074 South for the purpose of constructing and operating a regional sewage treatment facility thereon. The District is providing this notice to the City consistent with the spirit and the provisions of House Bill 116 adopted by the Utah State Legislature in its General 2004 Session. As you know, the Sewer District has previously indicated its intention to acquire the property and has made efforts to do so in the calendar year 2003. The District also previously filed land use applications with the City. In an effort to cooperate with the City, and with the City's specific knowledge that the District was not abandoning the site, those applications were withdrawn at the end of 2003. The District informed you at that time that it would refile its application for any needed land use approval together with its offer to acquire the property in 2004. A map of the property is enclosed herewith as part of this notice together with the legal description.

It has been and continues to be the District's desire to cooperate with South Jordan City in providing this needed regional facility while also being sensitive to the concerns and needs of the City and its affected residents. We are puzzled and find it extremely unfortunate that the City has made no effort to give prior notice to or to contact the District regarding matters E and F on your Wednesday, March 24, 2004, Planning Commission Agenda pertaining to File No. LUA.2004.04 and File No. REZ.2004.04. In fact, we are concerned that the City's actions may be an affirmative attempt to rezone the property without notice to the District, notwithstanding our extended discussions regarding the District's intent.

Apparently, the City is now attempting to change the general plan and zoning on this parcel of property to eliminate the regional sewage treatment facility. The District hereby requests that no action be taken to amend the General Plan of the City or to adopt a rezone amendment which will in any way thwart or deny the regional sewage plant from locating on the above-described property. The District believes any such actions would be most inappropriate in light of our prior communications and attempts to work with the City while serving the citizens of the District.

Sincerely,

Wayne H Ballard

Wayne H. Ballard
Chairman

cc: South Jordan City Council
Salt Lake County
Jordan School District
Automated Geographic Reference Center
Council of Governments
State Planning Coordinator

(Property Description)

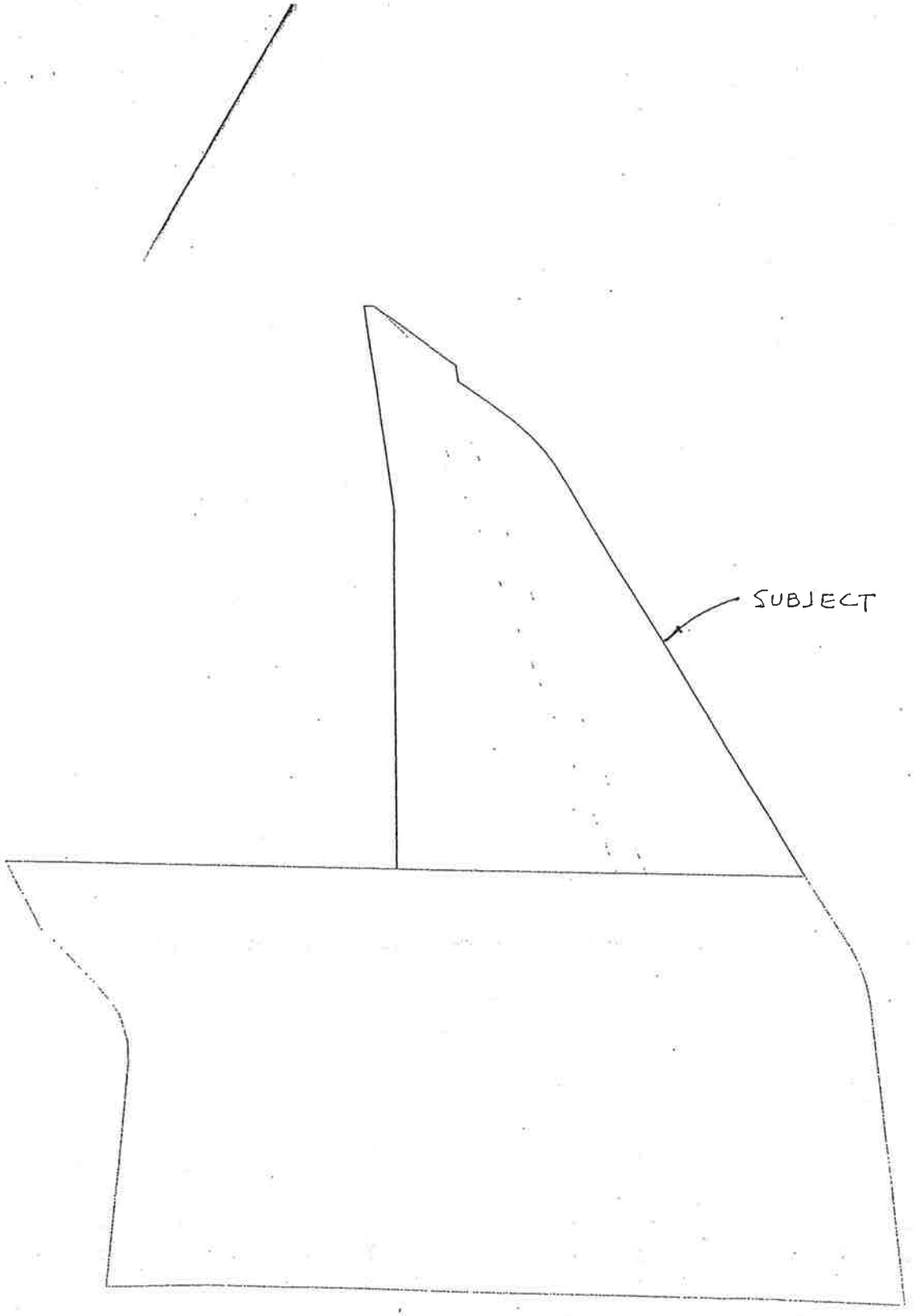
Beginning at a point which is North 00°11'14" West 220.12 feet and South 89°25'20" East 1962.63 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°43'53" West 695.31 feet; thence North 08°40'42" West 389.91 feet; thence North 89°16'07" East 16.32 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following five courses: South 55°38'37" East 194.64 feet; thence South 08°39'00" East 30.88 feet; thence South 55°38'37" East 123.13 feet to a point of curvature; thence along the arc of a 351.00 foot radius curve to the right through a central angle of 23°45'07" a distance of 145.51 feet to a point of tangency; thence South 31°53'30" East 912.51 feet; thence North 89°25'20" West 797.66 feet to the point of beginning.
Parcel ID #27-11-476-025

ALSO:

Beginning at a point which is North 0° 11'14" West 70.43 feet and East 1290.15 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 49°40'45" West 14.05 feet; thence North 28°07'00" West 145.56 feet; thence South 89°25'20"East 1548.89 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following three courses: South 31°53'30" East (South 31°09'37" East per Deed) 148.71 feet to a point of curvature; thence along the arc of a 316.00 foot radius curve to the right through a central angle of 25° 18'18" a distance of 139.56 feet to a point of tangency; thence South 06°35'12" East 569.16 feet to a point on an existing old established fence line; thence Westerly along said old established fence line the following fourteen courses: South 89°27'27" West 11.03 feet; thence North 88°01'07" West 65.32 feet; thence North 88°12'27" West 150.00 feet; thence North 87°52'06" West 73.09 feet; thence South 89°34'03" West 47.95 feet; thence North 87°57'11" West 49.13 feet; thence North 88°56'49" West 99.83 feet; thence North 89°03'14" West 107.39 feet; thence North 88°59'37" West 251.22 feet; thence North 88°42'05" West 236.52 feet; thence North 89°31'41" West 140.87 feet; thence North 89°15'47" West 113.12 feet; thence South 88°55'33" West 75.56 feet; thence South 88°13'36" West 119.91 feet; thence leaving said fence line North 05°46'00" East 431.70 feet; thence North 02°40'30" West 39.86 feet; thence North 17°36' 15" West 55.70 feet; thence North 33°31'00" West 30.10 feet; thence North 43°38'45" West 181.25 feet to the point of beginning.
Parcel ID #: 27-11-476-019, 27-14-226-019, 27-14-226-020, 27-14-226-021, 27-14-226-022

ALSO:

All of Seller's right, title and interest as Grantee under the provisions of that certain Easement recorded as Entry Number 7139931 in Book 8147, Pages 2873-2876 in the office of the Salt Lake County Recorder, State of Utah, which shall be assigned by Seller to Buyer at closing.


SUBJECT

COMPLETE APPRAISAL
SUMMARY REPORT

40.00 ACRES OF VACANT LAND
OWNED BY
SOUTH JORDAN CITY

Located at approximately
752 West 10074 South
South Jordan, Utah

PREPARED FOR:

MAZURAN & HAYES, P.C.
Mr. Michael J. Mazuran
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124-1725

FILE NUMBER 03-05-32MJ

EFFECTIVE APPRAISAL DATE:
May 14, 2003

J. PHILIP COOK & ASSOCIATES

REAL ESTATE APPRAISERS/ADVISORS

J. PHILIP COOK, MAI, CRE
DARRIN W. LIDDELL, MAI, CCIM
RICHARD F. SCHETTLER
DAVID M. ANDERSON
RICHARD C. SLOAN
DAVID L. CHILD
COREY COOK

MICHELE E. JAKOB, MAI
VIRGINIA H. HYLTON
TROY A. LUNT
GREGORY R. BESS
JEFFREY S. ALLEN
KAMMIE L. LEFEVRE
CARL DIETZ

May 30, 2003

Mr. Michael J. Mazuran
Mazuran & Hayes, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124-1725

Re: Complete Appraisal - Summary Report: A total taking of property owned by South Jordan City, located at approximately 752 West 10074 South, South Jordan, Utah.

Dear Mr. Mazuran:

At your request, we have prepared an appraisal addressing market value of the fee simple estate of the above-referenced property. The function of the report is to assist in negotiating the purchase of the property, or to assist in condemnation proceedings, if necessary.

As a complete appraisal - summary report, this presents only summary discussion of the data, reasoning, and analyses that are used in the appraisal process to develop an opinion of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The report conforms with Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation as well as the Appraisal Guidelines of the Appraisal Institute.

As appraisals completed for eminent domain purposes require certain treatment inconsistent with USPAP, the jurisdictional exception has been invoked. This applies to the reporting of an exposure period, required under USPAP, but not applicable for an eminent domain action.

5107 SOUTH 900 EAST, SUITE 200 ▾ SALT LAKE CITY, UTAH 84117
TELEPHONE: 801-281-4600 ▾ FAX: 801-281-4601 ▾ E-MAIL: jpc&associates@jpc.biz.com

A total taking is proposed. For total takings, only a before value is completed.

Available market data have been carefully considered and analyzed. As supported in this report, we are of the opinion market value of the fee taking, as of May 14, 2003, is:

ONE MILLION SIX HUNDRED FORTY THOUSAND DOLLARS
($1,640,000)

The value estimate is subject to assumptions and limiting conditions contained in the report, and on the following assumptions.

1. Based on discussions with Mr. Steve Jensen, of the Salt Lake County Public Works Engineering Division, and based on review of the Jordan River Wetlands Advance Identification Study, dated 1985, approximately 20 percent of the tract, or ±8.00 acres, is considered to be potential wetlands. An attempt was made to obtain a Delineation Survey from South Jordan City. The South Jordan City Manager's and Engineer's offices were unaware of any studies that may have been completed detailing wetlands areas on the subject site. Review of a Delineation Survey is necessary prior to development of the site.

We trust this is sufficient to accomplish its intended function. Please call if we can be of further assistance.

Sincerely,

J. Philip Cook, MAI, CRE

Utah State-Certified General Appraiser
Certificate CG37068 Expires 06-30-05

Michele E. Jakob, MAI

Utah State-Certified General Appraiser
Certificate CG49945 Expires 07-31-03

EXECUTIVE SUMMARY

LOCATION:	±752 West 10074 South, South Jordan, Utah
PURPOSE OF APPRAISAL:	Estimate market value of the total taking
PROPERTY RIGHTS APPRAISED:	Fee simple
REPORT DATE:	May 30, 2003
VALUATION DATE:	May 14, 2003
TYPE OF PROPERTY:	Vacant agricultural land
PROPERTY TAXES:	
- Serial #:	27-11-226-019, -020, -021, -022, and 27-11-476-019 and -025
- 2002 Taxes:	Tax exempt
SITE:	
- Size	
Before the Taking	40.00 acres
Taking	40.00 acres
After the Taking	0.00 acres
- Topography	Near level
- Zoning	A-5 (Agricultural)
- Flood Zone	Zone "AE" (100 year flood plain) and Zone "X" (500 year flood plain)
IMPROVEMENTS:	None

HIGHEST AND BEST USE:

● Before the Taking	Low density residential subdivision development as demand is manifest.

ESTIMATED VALUE OF THE TAKING: $1,640,000

CERTIFICATION

We certify that we have made an investigation and analysis of the following property:

Total Taking of Property Owned by South Jordan City ±752 West 10074 South, South Jordan Salt Lake County Assessor's Parcel Nos. 27-14-226-019, -020, -021, -022, and 27-11-476-019 and -025

We certify that to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standard of Professional Appraisal Practice (USPAP).
8. We have made a personal inspection of the property that is the subject of this report.
9. No one provided professional assistance to the persons signing this report.
10. The use of this report is subject to the requirements of the Appraisal Institute, relating to review by its duly authorized representatives.
11. J. Philip Cook has completed the requirements of the continuing education program of the Appraisal Institute.
12. Michele E. Jakob has completed the requirements of the continuing education program of the Appraisal Institute.
13. The value conclusion as well as other opinions expressed herein, are not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
14. Our state appraisal certification/registrations have not been revoked, suspended, canceled, or restricted.
15. The undersigned hereby acknowledge that they have the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraisers' Statement of Qualifications.
16. J. Philip Cook is currently a Certified General Appraiser in the State of Utah #CG37068.
17. Michele E. Jakob is currently a Certified General Appraiser in the State of Utah #CG49945.

Dated: May 30, 2003

J. Philip Cook, MAI, CRE

Utah State-Certified General Appraiser
Certificate CG37068 Expires 06-30-05

Michele E. Jakob, MAI

Utah State-Certified General Appraiser
Certificate CG49945 Expires 7-31-03

41,000 per Acre
0.9412¢ per S.F.

COMPLETE APPRAISAL - SUMMARY REPORT

CLIENT: Mr. Michael J. Mazuran
Mazuran & Hayes, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124-1725

APPRAISERS: J. Philip Cook, MAI, CRE and
Michele E. Jakob, MAI
J. Philip Cook & Associates, Inc.
5107 South 900 East, Suite 200
Salt Lake City, Utah 84117

SUBJECT: A total taking of property owned by South Jordan City, located at ±752 West 10074 South, South Jordan, Utah.

PURPOSE OF THE APPRAISAL: Estimate market value of the taking.

DEFINITIONS:

Market Value

"Fair market value means the amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts."[1]

[1]Utah Code Title 59-2-102(12).

Complete Appraisal

"The act or process of developing an opinion of value or an opinion of value developed without invoking the Departure Rule."[2] In this case, the jurisdictional exception rule is invoked as it relates to the estimation of an exposure period as required by USPAP. Reporting a specific exposure period has been held by the courts to be inappropriate in the context of an eminent domain assignment. Due to this jurisdictional exception, the report remains a complete appraisal.

Summary Appraisal Report

"A written report prepared under Standards Rule 2-2(b) or 8-2(b)."[3]

INTENDED USE OF THE REPORT: This report is intended to assist the client in negotiating a purchase of the property, or for condemnation proceedings, if necessary.

INTENDED USERS OF THE REPORT: This report is intended for use by Mazuran and Hayes, P.C. and the South Valley Sewer District.

INTEREST VALUED: Fee simple

Fee simple ownership is defined as, "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[4]

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[2] Uniform Standards of Professional Appraisal Practice, Appraisal Foundation, 2003 Edition, p.1.

[3] Ibid, p. 4.

[4] The Appraisal of Real Estate, Twelfth Edition, The Appraisal Institute, Chicago, Illinois, 2001, p. 69.

PERSONAL PROPERTY: No personal property, FF&E, or intangibles are included in this valuation.

EFFECTIVE DATE OF APPRAISAL: The property was inspected on May 14, 2003, by Michele E. Jakob, and on May 21, 2003, by J. Philip Cook. The valuation date is the first date of personal inspection which was May 14, 2003.

DATE OF THE REPORT: The date shown on the letter of transmittal.

SCOPE: This summary appraisal report is a brief recapitulation of the appraisers' data, analyses, and conclusions. Supporting documentation is retained in the appraisers' file and is available to the client during regular business hours, if required.

The proposed taking involves a total taking of land in South Jordan, west of the Jordan River. The purpose of the acquisition is for construction of the South Valley Sewer District Wastewater Treatment Facility. The appropriate valuation methodology for eminent domain assignments involving a total acquisition is a before technique where value of the whole ownership tract before the taking is estimated.

Eminent domain assignments require that the larger parcel be clearly defined before valuing a property. In this case the larger parcel involves the entire taking.

As the subject comprises vacant land, only the sales comparison approach to value is employed in valuing the subject.

A complete appraisal was performed meaning the appraisers did not invoke departure from USPAP.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal report, the appraisers:

- inspected the subject site;
- gathered, confirmed, and analyzed data on comparable land sales;
- applied the sales comparison approach to value the land before the taking.

PROPERTY INSPECTION: The property was inspected on May 14, 2003, by Michele E. Jakob and on May 21, 2003, by J. Philip Cook. Mr. Rick Horst, City Manager of South Jordan City, was invited to accompany the appraisers on inspection. However, he declined our invitation.

DESCRIPTION OF REAL ESTATE APPRAISED:

Legal Description

A legal description for the subject parcel was obtained from the Salt Lake County Recorder's office, a copy of which is included in the addenda.

Real Estate Tax Information

The subject is owned by South Jordan City, a tax exempt entity. It was assessed as vacant land only. Total assessed value for 2002 was $926,840. In comparison to the final value estimate from this report, the subject is under-assessed.

Ownership and Property History

Ownership of the subject is vested in the name of South Jordan City. South Jordan City acquired approximately 27.99 acres in October 1998 from Dale Palmer for $1,175,644, or

$40,447 per acre. According to Mr. Rick Horst, City Manager, the remaining acreage was acquired from Margie P. Thomas in February 2000 at a price reported at $48,000 per acre. There has been no change of ownership since that time. The property is not currently listed for sale.

Location and Neighborhood

Please see the neighborhood map and aerial photograph in the addenda.

The subject is within the corporate jurisdiction of South Jordan City in Salt Lake County. It lies near the northeast corner of the city, along the Jordan River. South Jordan is surrounded by unincorporated portions of Salt Lake County to the west and the cities of West Jordan to the north, Sandy to the east, and Riverton to the south.

The Central Business District for Salt Lake City is approximately 16 miles northeast. South Jordan City offices are approximately one and one-half miles southwest. The South Towne Mall, the primary retail draw for this area, is within Sandy City approximately one mile southeast, along the east side of Interstate 15.

Neighborhood boundaries are considered to be 12600 South to the south, I-15 to the east, Shields Lane (9800 South) to the north and Redwood Road to the west. Properties within these boundaries comprise vacant land and single-family residential, commercial, and open space uses. Commercial development is expanding fairly rapidly in the area to the southwest, surrounding 10600 South Street and I-15. New commercial development is also occurring east of the subject, along 400 West Street. New office development has occurred northeast of the subject, along the east side of the Jordan River on 10000 South Street, and includes the TenFold Building.

The area to the west and northwest is built-up with single-family residential uses. South of the subject, along 10600 South Street, development includes Mulligan's Golf Course (adjacent south) and the River Park Corporate Center. New hotel, restaurant, and automobile dealership development has occurred to the southeast, along Interstate 15. There are large tracts of vacant land in the neighborhood yet to be developed.

Properties immediately adjacent to the subject include the Jordan River to the east with agricultural uses further east, single-family residential development and vacant agricultural land to the west, vacant agricultural land to the north, and Mulligan's Golf Course to the south. The Jordan River Parkway, including a paved trail and horse trail along the Jordan River, traverses along the east boundary of the subject.

Residential subdivisions have been expanding rapidly since early 1991 in the Salt Lake Valley and development has taken up much of the available land in the eastern portion of South Jordan City. The residential districts within the neighborhood are approximately 75 percent built up with homes ranging from new to 35 years old. New single-family residential development is occurring west of the subject. Commercial improvements are southwest and northeast of the subject and are newer. The subject is positively influenced by the steady demand for residential properties within the Salt Lake County and South Jordan City markets.

The neighborhood is served by a dirt horse trail accessed off of Shields Lane (9800 South Street), or from pedestrian access along the Jordan River Parkway. Shields Lane is a primary east-west street through the neighborhood. It was recently extended from 1000 West to 400 West. To the west it provides access to single-family residential developments, 1000 West and 1300 West Streets. East of the subject, Shields Lane becomes 10000 South Street and accesses 400 West Street.

Fourth West, 1000 West and 1300 West provide access to 10600 South (South Jordan Parkway). Northeast of the subject, 400 West Street provides access to 9000 South Street. Ninetieth South provides access to Interstate 15 to the northeast. The South Jordan Parkway is a primary east-west transportation route through South Jordan City. It provides access to Interstate 15 to the southeast and to Redwood Road to the southwest. Overall, access to the subject is average.

Site Description

The subject comprises a large, irregularly shaped parcel with the east boundary comprising the Jordan River corridor. According to the Salt Lake County Recorder's office, the subject contains an estimated 40.00 acres or 1,742,400 square feet. It is bordered to the east by the Jordan River Parkway and to the north by agricultural properties. To the south is Mulligans Golf Course. Single-family residential uses abut the subject to the west. Access to the site is via a dirt horse trail or pedestrian access along the Jordan River Parkway.

Access suitable for development is problematic. The closest such access is to the west but would have to be extended to the subject. The challenge of doing so is not completely clear. It is also possible access could come through adjacent lands north and south when these properties are developed. The lack of access for development purposes creates uncertainty as to development timing.

All utilities are available in close proximity. Sewer runs through the tract. Terrain is near level. Based on inspection, it appears there are potential wetlands areas on site. These areas appear to be along the eastern property boundary. According to Mr. Steve Jensen, with Salt Lake County Public Works Engineering Division, portions of the subject could potentially be jurisdictional wetlands. Based on the Jordan River Wetlands Advance Identification Study (WAIDS), dated 1985, provided by Mr. Jensen, the potential wetlands include palustrine

emergent areas. These areas would likely need to be mitigated prior to development. Mr. Jensen suggested that a current delineation survey be completed. However, he said that in times of drought, delineation surveys are not reliable. Based on surrounding development, soil stability and load-bearing capacity are likely adequate to support development of the subject. The subject is in both flood zones "X" (500-year flood area) and "AE" (100-year flood area base flood elevations determined). Review of a current delineation survey is necessary prior to development of the site.

The subject does not appear to be impacted by environmental contamination. However, no Phase I environmental study was provided to the appraisers. If any environmental contamination is found to affect the site this valuation is subject to change. The site is in both moderate and high liquefaction zones.

Zoning is A-5, agricultural, under jurisdiction of South Jordan. The A-5 zone requires a minimum five acre lot. This zone was created to allow for the continuation of agriculture in an expanding urban community and to complement the existing rural residential environment in South Jordan. Permitted uses include, but are not limited to, single-family detached dwellings, with a maximum of one per lot or parcel, crop production, agricultural and residential accessory uses and buildings, home occupations, and residential facilities for disabled persons. Conditional uses include, but are not limited to, religious activities, educational activities, agricultural buildings exceeding 5,000 square feet in area, nature or zoological exhibits, golf courses and driving ranges, parks and recreational activities, and public facilities.

South Jordan's Master Plan identifies the subject for park and open space areas. However, due to residential developments to the west and southwest, it is probable that the subject could be re-zoned to low density residential if marketed to a private entity. This is the most appropriate consideration for valuation purposes since current zoning and the master plan are reflective of the city's ownership and intended use. In exchange, those limitations on use don't apply.

According to Mr. Greg Schindler, with South Jordan Planning and Zoning, it is probable that the subject could be rezoned for low-density residential uses, with the likely zone being R-1.8 or R-2.5. Development would not be allowed in the flood plain or the meander corridor.

HIGHEST AND BEST USE: Highest and best use is defined as, "...the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported and financially feasible and that results in the highest value."[5]

There are four tests of highest and best use implicit within the foregoing definition. These include: (1) physically possible, (2) legally permitted, (3) financially feasible, and (4) that use which having met the foregoing tests results in the highest present land value. As indicated earlier, the subject represents a vacant site; therefore, only highest and best use "as vacant" is required.

As Vacant

- Physically Suitable. The subject comprises a large, irregular-shaped parcel bordered by the Jordan River Parkway. It is a gently sloping tract. Access is via a dirt horse trail or pedestrian access along the Jordan River Parkway. Development access would have to be developed. The WAIDS map shows some potential wetlands along the east boundary of the site, covering roughly 20 percent of the property. To our knowledge, no specific delineation has been made of the subject. We are valuing the subject on the assumption of a 20 percent wetlands ratio.

If there are wetlands on the site, they would have to be dealt with either through project design or mitigation. It is possible that portions of the wetlands could be incorporated into open space

[5] The Appraisal of Real Estate, Twelfth Edition, The Appraisal Institute, Chicago, Illinois, 2001, p. 305.

to meet zoning requirements and to enhance density on dry areas. Soil conditions and stability are likely adequately suited to a variety of development options.

The primary obstacle to development at present is the lack of infrastructure immediately serving the subject. In order for any significant development of the subject to occur, roads would need to be extended to the property.

Utility service is available to the northwestern portion of the subject through the single-family subdivision to the west with sewer running through the low areas of the property. Large scale development of subject will likely require higher capacity lines be extended from 10150 South Street on the west. Physically, limitations to development include probable wetlands, lack of adequate access, and availability of utilities.

- Legally Permitted. The subject tract is zoned A-5 under the jurisdiction of South Jordan City. This zoning is consistent with the master plan for the area, with recreational or open space uses anticipated. Such uses are decreed by the city. However, in an exchange scenario, which is necessarily considered in this case, a change of zoning is reasonably assumed. The city concurs that if sold, a rezoning to 1.8 to 2.5 lots per acre would be probable.

- Economically Feasible. Economic feasibility relates to supply and demand for any given use, and the ability to provide a product at a cost which is less than its ultimate market value. In this case, recent development in the area has been almost exclusively single-family residential. The only logical use, beyond the recreation and open space, is lower density single-family residential.

Residential uses could likely proceed in the relative near term, subject to infrastructure availability. Obtaining suitable access is the most problematic issue. Once solved, however,

demand for a residential development is likely to be high given the location and general pace of construction.

- Highest Present Land Value. Highest present land value is obtained through low-density residential subdivision development.

LAND VALUATION:

The valuation of the subject land is made on the basis of its highest and best use as vacant. The most reliable approach toward a separate valuation of the land is a comparison with similar parcels that have recently sold in the open market. A search for recent land sales resulted in the data summarized in the following table. Comparative adjustments are made for variances to arrive at a value estimate for the subject. Explanation of the adjustments follows. Detailed fact sheets are presented in the addenda.

LAND SALES ADJUSTMENT GRID					
	SUBJECT	ONE	TWO	THREE	FOUR
ADDRESS	752 West 10074 South	11200 South 600 West	11600 South 2700 West	11615 South Lampton View Dr	1300 West 14000 South
AREA(ACRES)	40.00	12.313	34.75	18.21	249.02
SALE PRICE	N/A	$600,000	$1,668,000	$746,610	$8,851,748
SALE DATE	N/A	Mar-01	Apr-00	Jun-99	U.C.
ZONING	A-5	R-1.8 & C-FF	A-5	R-1.8 & A-5	R-1-43
CONFIGURATION	Interior	Interior	Interior	Interior	Interior
SALES PRICE/ACRE		$48,729	$48,000	$41,000	$35,546
PROPERTY RIGHTS		0%	0%	0%	0%
ADJUSTED PRICE/ACRE		$48,729	$48,000	$41,000	$35,546
FINANCING TERMS		0%	0%	0%	0%
ADJUSTED PRICE/ACRE		$48,729	$48,000	$41,000	$35,546
CONDITIONS OF SALE		0%	0%	0%	0%
ADJUSTED PRICE/ACRE		$48,729	$48,000	$41,000	$35,546
EXPENDITURES AFTER PURCHASE		0%	0%	0%	0%
ADJUSTED PRICE/ACRE		$48,729	$48,000	$41,000	$35,546
MARKET (TIME) ADJ.		7%	11.25%	16.25%	0%
ADJUSTED PRICE/ACRE		$51,896	$53,400	$47,663	$35,546
LOCATION		-5%	-10%	-10%	0%
PHYSICAL CHARACTERISTICS					
Size		0%	0%	0%	15%
Shape		0%	0%	0%	0%
Utilities		0%	-5%	-5%	-5%
Functional Utility		-10%	-10%	-5%	0%
Use (density)		-5%	0%	0%	0%
Total Adjustments		-20%	-25%	-20%	10%
NET ADJUSTED PRICE		$41,517	$40,050	$38,130	$39,101
ADJUSTED AVERAGE/ACRE		$39,700			

The foregoing sales show a range in price from $35,546 to $48,729 per acre before adjustment. Price variances are normally attributed to several factors including property rights conveyed, terms of sale, conditions of sale, expenditures made immediately after purchase, market conditions (date of sale), location, physical characteristics and entitlement/density potential. The adjustments are discussed below.

- Property Rights Conveyed. The value estimate sought is the fee simple value. All of the sales involved the fee simple estate and no adjustment is needed.

- Terms of Sale. The market value definition used in this report stipulates cash purchases. All of the sales were considered cash or cash equivalent, and no adjustments are made.

- Conditions of Sale. Conditions of sale refers to extraordinary factors surrounding the sale process that result in less than an arm's-length transaction. All of the sales are considered arm's-length and do not require adjustment. Nevertheless, Sales #1 and #4 require additional discussion.

Sale #1 was purchased by the Trust for Public Land, a buyer not motivated by typical economic factors. However, the price was established by an appraisal addressing market value as commonly defined. Therefore, the sale is reflective of arms'-length conditions.

Sale #4 is under contract. The land was put under contract in October 2001 and January 2002 with significant entitlement completed since that time. The sale has not yet closed but it has a high probability of closing. The price reported is the contract price and no adjustment is made.

- Market Conditions (Date of Sale). Market conditions refers to price changes occurring over time due to various market forces, particularly supply and demand. In general, property values along the Wasatch Front have been increasing in recent years for most property types. The comparable sales offer little insight into value trends over the recent past.

General information gathered from participants in the local market indicates a slowing in the market which began in 2000 and continued through the present. This follows a period from approximately 1994 through 1999 that saw values increase at approximately 10 to 20 percent per year. However, residential acreage values have generally continued to trend upward. As all of the comparables occurred since early 1999, modest upward adjustment of six percent per year is applied through 2000 with a three percent adjustment applied thereafter.

- Location. The subject is in an area surrounded by the Jordan River to the east, agricultural land to the north and east, a golf course to the south, and agricultural land and single-family residential development to the west. Current access is poor, and is via a dirt horse trail or pedestrian access only. Each of the sales is discussed below.

Sale #1 is south of the subject. Access is superior but exposure is similar to the subject. Downward location adjustment is made.

Sale #2 is southwest of the subject, along 2700 West Street. This is a superior area with good exposure and access. The parcel was purchased for single-family residential development and has frontage along a primary transportation route. Downward adjustment for location is applied.

Sale #3 is southwest of the subject at the east end of 11570 South Street. This is a developing residential area west of the Jordan River. Access is superior. Exposure is similar. Downward adjustment is applied.

Sale #4 is southwest of the subject along 1300 West. This is a developing area of Bluffdale with superior access but the general area is inferior. No net adjustment is made.

- Physical Characteristics. Physical characteristics typically refer to size, availability of utilities, and functional utility. Each factor is discussed individually below.

  - Size: The comparables range in size from 12.313 to 249.02 acres. Typically, the larger the size the lower the price per acre and vise-versa. Sale #4 at 249.02 acres is used primarily to establish the lower end of a reasonable value range. The subject is near the mid-range, at 40 acres. The comparables used do not support an adjustment

for parcel size between 12.3 and 36.8 acres. However, the largest sale does warrant some upward adjustment.

- Utilities: At present, there are no utilities serving the subject site. However, sewer lines run through the site, and other utilities are available nearby and could be extended relatively easily. This is similar to Sale #1 and no adjustment is made. Sales #2 and #3 have utilities immediately available and warrant downward adjustment.

- Functional Utility. The subject is an irregularly shaped parcel but is large enough to accommodate a variety of development options. However, some land is located within a flood hazard zone and the site has suspected wetlands, which will require some planning prior to development. Some land may be lost to development. Sales #1, #2, and #4 are functional, well-shaped parcels and are considered superior to the subject in terms of development potential. Sale #4 is bisected by the Jordan River and has known wetlands. Downward adjustments are made to Sales #1 and #2.

Sale #3 included a small area of wetlands that the buyer indicated did not lower the potential density. However, the price appears to have been influenced thereby. The larger amount of suspected wetlands at the subject indicates downward adjustment.

- Density Potential/Entitlement. The subject is zoned A-5 by South Jordan, and is master planned for open space and recreational uses. However, as noted earlier, a rezone to low-density residential uses is likely under an exchange scenario. Sale #1 had some commercial zoning although this portion was not immediately developable for commercial uses and the highest and best use was for residential development. Downward adjustment is applied, however, since the residential zoning was already in place.

Sale #2 was zoned A-5 at the time of purchase but was rezoned to low-density residential uses with 2.5 lots per acre. No adjustment is necessary. Sale #3 was zoned for low-density residential uses, but also required some rezoning. No adjustments are warranted.

Sale #4 was raw land requiring considerable work to get approved for development. Density is lower which offsets the better existing zoning. No net adjustment is made.

- Adjustment Summary. After adjustments, values range between $38,160 and $41,517 per acre, with an overall average of $39,700 per acre. The weight of the evidence is near the average. The subject site was purchased in 1998 and 2000 at prices reported at $40,447 and $48,000 per acre, respectively. It appears that the prices paid were above market at the time. A $41,000 per acre value is concluded.

Value of the subject before the taking is calculated as follows.

40.00 acres x $41,000 = $1,640,000

ADDENDA

ENGAGEMENT LETTER

LAW OFFICES
MAZURAN & HAYES, P.C.
A PROFESSIONAL CORPORATION
2118 EAST 3900 SOUTH · SUITE 300
SALT LAKE CITY, UTAH 84124-1725

MICHAEL J. MAZURAN
MICHAEL Z. HAYES
LISA G. ROMNEY
TODD J. GODFREY

TELEPHONE (801) 272-8998
FACSIMILE (801) 272-1551

April 16, 2003

Phil Cook, MAI
Phil Cook & Associates
5107 South 900 East
Salt Lake City, UT 84117

Re: *South Jordan City Property*

Dear Phil:

Enclosed herewith are some maps and legal descriptions pertaining to 40 acres of real property owned by South Jordan City. This property is located west of the Jordan River and slightly north of 10600 South. My client, the South Valley Sewer District, desires to obtain an appraisal of this property for the purpose of acquiring the same through negotiation and/or condemnation. Please call me so that we can discuss this assignment further.

Very truly yours,

Michael J. Mazuran

MJM:nc
Enclosures
cc: Craig White

SUBJECT PHOTOGRAPHS

View Northerly of Subject

View Northeasterly of Subject

View Easterly of Subject

View Westerly of Subject

LEGAL DESCRIPTIONS

VTDI **27-14-226-019-0000** DIST 38

SOUTH JORDAN CITY	PRINT V UPDATE	TOTAL ACRES	7.21
	LEGAL	REAL ESTATE	153500
		BUILDINGS	0
	TAX CLASS OE	MOTOR VEHIC	0
11175 S REDWOOD RD	EDIT 1 FACTOR BYPASS	TOTAL VALUE	0
SOUTH JORDAN UT 84095826575			

LOC: 10236 S SPRINGCREST LN EDIT 1 BOOK 8334 PAGE 0001 DATE 09/27/2000

SUB: TYPE UNKN PLAT

12/12/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG N 0¬11'14" W 70.43 FT & E 1290.15 FT & S 43¬38'45" E 87.3 FT FR S 1/4 COR SEC 11, T 3S, R 1W, SLM; S 89¬25'20" E 1540 FT; S'LY ALG A 316 FT RADIUS NONTANGENT CURVE TO R 46.25 FT; S 5¬51'19" E 167.64 FT; N 89¬25'20" W 1466.90 FT; N 5¬46' E 27.15 FT; N 2¬40'30" W 39.86 FT; N 17¬36'15" W 55.70 FT; N 33¬31' W 30.10 FT; N 43¬38'45" W 93.95 FT TO BEG. 7.21 AC. 6118-0271 7810-2097 8023-0276 8147-2868

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

VTDI **27-14-226-020-0000** DIST 38 TOTAL ACRES 7.01
SOUTH JORDAN CITY PRINT V UPDATE REAL ESTATE 147700
LEGAL BUILDINGS 0
TAX CLASS OE MOTOR VEHIC 0
11175 S REDWOOD RD EDIT 1 FACTOR BYPASS TOTAL VALUE 0
SOUTH JORDAN UT 84095826575
LOC: 10236 S SPRINGCREST LN EDIT 1 BOOK 8334 PAGE 0001 DATE 09/27/2000
SUB: TYPE UNKN PLAT

12/12/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG N 0¬11'14" W 70.43 FT & E 1290.15 FT & S 43¬38'45" E 181.25 FT & S 34¬31' E 30.10 FT & S 17'36'15" E 55.70 FT & S 2¬40'30" E 39.86 FT & S 5¬46' W 27.15 FT FR S 1/4 COR SEC 11, T 3S, R 1W, SLM; S 89¬25'20" E 1466.90 FT; S 5¬51'19" E 209.10 FT; N 89¬25'20" W 1510.01 FT; N 5¬46' E 208.64 FT TO BEG. 7.01 AC. 6118-0271 7810-2094 8023-0276 8147-2868

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

VTDI **27-14-226-021-0000** DIST 38 TOTAL ACRES 6.56
SOUTH JORDAN CITY PRINT V UPDATE REAL ESTATE 134600
LEGAL BUILDINGS 0
TAX CLASS OE MOTOR VEHIC 0
11175 S REDWOOD RD EDIT 1 FACTOR BYPASS TOTAL VALUE 0
SOUTH JORDAN UT 84095826575
LOC: 10236 S SPRINGCREST LN EDIT 1 BOOK 8334 PAGE 0001 DATE 09/27/2000
SUB: TYPE UNKN PLAT

12/12/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG N 0¬11'14" W 70.43 FT & E 1290.15 FT & S 43¬38'45" E 181.25 FT & S 33¬31' E 30.10 FT & S 17¬36'15" E 55.70 FT & S 2¬40'30" E 39.86 FT & S 5¬46' W 235.79 FT FR S 1/4 COR SEC 11, T 3S, R 1W, SLM; S 89¬25'20" E 1510.01 FT; S 5¬51'19" E 207.39 FT TO A FENCE LINE; N 89¬06'19" W 1552.04 FT; N 5¬46' E 198.31 FT TO BEG. LESS BEG N 2056 FT & E 4734 FT M OR L FR W 1/4 COR SEC 14, T 3S, R 1W, SLM; N 13¬51' W 207.88 FT; N 89¬25'20" W 113.96 FT; S 13¬51' E 207.23 FT; S 89¬06'19" E 114.13 FT M OR L TO BEG. 6.56 AC. 6118-0271 8023-0276 8025-2110 8147-2865,2868

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

VTDI **27-14-226-022-0000** DIST 38 TOTAL ACRES 0.53
SOUTH JORDAN CITY PRINT V UPDATE REAL ESTATE 15400
LEGAL BUILDINGS 0
TAX CLASS OE MOTOR VEHIC 0
11175 S REDWOOD RD EDIT 1 FACTOR BYPASS TOTAL VALUE 0
SOUTH JORDAN UT 84095826575
LOC: 10236 S SPRINGCREST LN EDIT 1 BOOK 8334 PAGE 0001 DATE 09/27/2000
SUB: TYPE UNKN PLAT

12/12/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
BEG N 2056 FT & E 4734 FT M OR L FR W 1/4 COR SEC 14, T 3S, R 1W, SLM; N 13¬51' W 207.88 FT; N 89¬25'20" W 113.96 FT; S 13¬51' E 207.23 FT; S 89¬06'19" E 114.13 FT M OR L TO BEG. 0.53 AC. 6118-0271 8023-0276 8025-2110 8147-2865,2868 8206-1458

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

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VTDI 27-11-476-025-0000  DIST 38                        TOTAL ACRES        11.30
SOUTH JORDAN CITY                PRINT  V  UPDATE       REAL ESTATE       327700
                                           LEGAL        BUILDINGS              0
                                 TAX CLASS OE           MOTOR VEHIC            0
11175 S REDWOOD RD         EDIT 1    FACTOR BYPASS      TOTAL VALUE            0
SOUTH JORDAN UT        84095826575
LOC: 752 W 10074 S # APROX     EDIT 0   BOOK 8344  PAGE 1550  DATE 11/21/2000
SUB:                                                TYPE UNKN PLAT
   12/12/2002  PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
         BEG N 0¬11'14" W 220.12 FT & S 89¬25'20" E 1962.63 FT FR S
         1/4 COR SEC 11, T 3S, R 1W, SLM; N 0¬43'53" W 695.31 FT; N
         8¬40'42" W 389.91 FT; N 89¬16'07" E 16.32 FT TO W LINE
         JORDAN RIVER PKWY; S 55¬38'37" E 194.64 FT; S 8¬39' E 30.88
         FT; S 55¬38'37" E 123.13 FT; S'LY ALG A 351 FT RADIUS CURVE
         TO R 145.51 FT (CHORD S 43¬46'04" E 144.47 FT); S 31¬53'30"
         E 912.51 FT; N 89¬25'20" W 797.66 FT TO BEG. 11.3 AC M OR L.
         8339-6513



PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV
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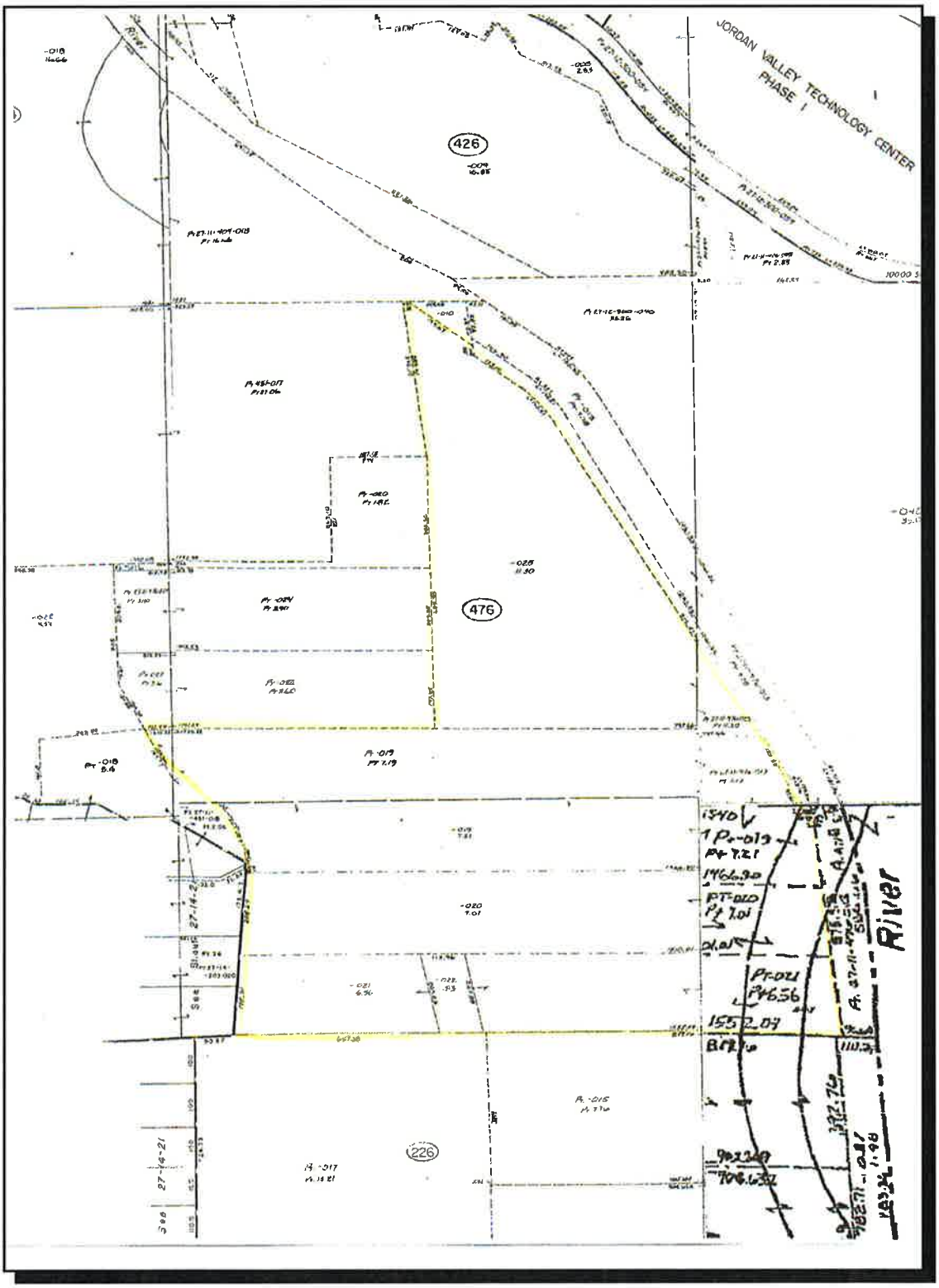
VTDI **27-11-476-019-0000** DIST 38 TOTAL ACRES 7.19
SOUTH JORDAN CITY PRINT V UPDATE REAL ESTATE 161800
LEGAL BUILDINGS 0
TAX CLASS OE MOTOR VEHIC 0
11175 S REDWOOD RD EDIT 1 FACTOR BYPASS TOTAL VALUE 0
SOUTH JORDAN UT 84095826575
LOC: 773 W 10161 S #APROX EDIT 0 BOOK 8206 PAGE 1458 DATE 09/28/2000
SUB: TYPE UNKN PLAT

12/12/2002 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

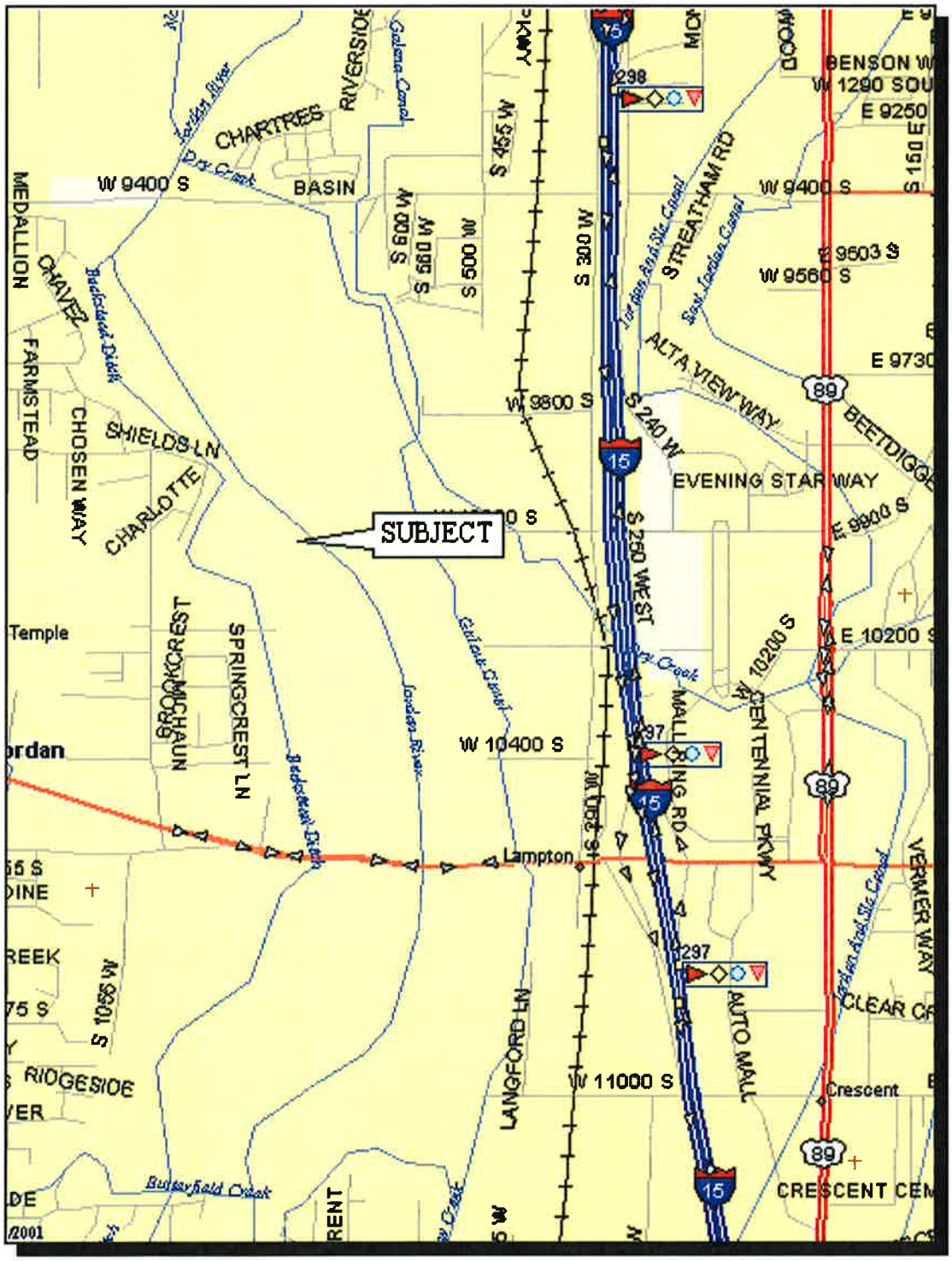
BEG N 0¬11'14" W 70.43 FT & E 1290.15 FT FR S 1/4 COR SEC 11, T 3S, R 1W, SLM; N 49¬40'45" W 14.05 FT; N 28¬07' W 145.56 FT; S 89¬25'20" E 1575.22 FT; S 25¬23' 06" E 133.59 FT; S 22¬40'52" E 93.19 FT; N 89¬25'20" W 1540.71 FT; N 43¬38'45" W 87.3 FT TO BEG. 7.19 AC M OR L. 7810-2100 8059-0664 8342-8271

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

PROPERTY PLAT

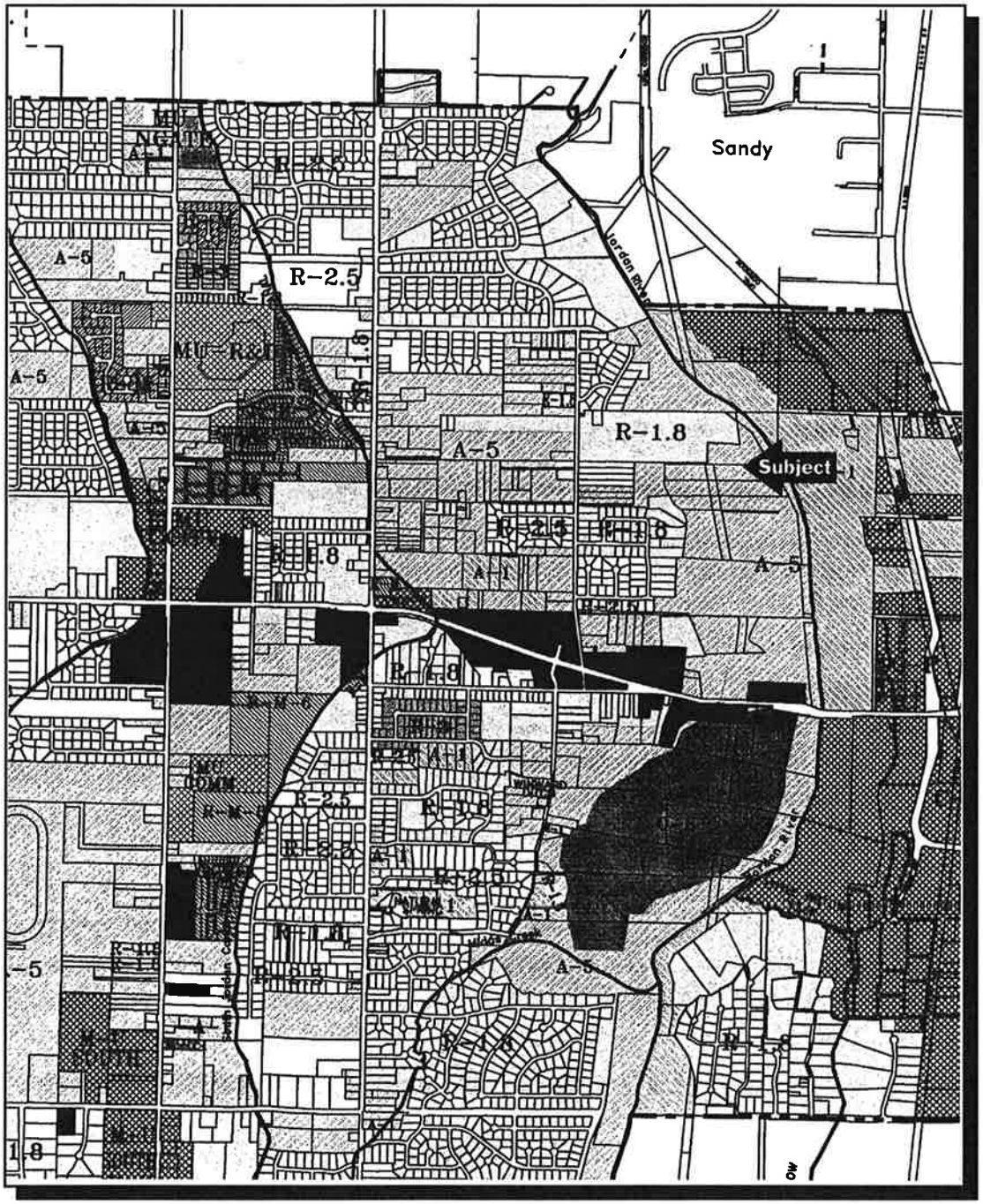


NEIGHBORHOOD MAP



AERIAL PHOTOGRAPH

ZONING MAP



LAND SALE #1

Property Identification

Property Type:	Residential land
Address:	Approximately 11200 South 600 West
City/County/State:	South Jordan/ Salt Lake/ Utah
Coordinates:	11200 S/ 600 W
Parcel Number:	27-24-101-014, -015 and -019 (portion)

Transaction Information

Rights Transferred:	Fee simple
Seller:	Robert Schmidt
Buyer:	Trust for Public Lands
Sales Price:	$600,000
Date of Sale:	March 2001
Financing Terms:	Cash, or cash equivalent
Cash Equivalent Price:	$600,000
Listing Price:	N/A
Exposure Time:	N/A

Land Description

Land Size:	12.313 acres
Flood Zone:	Zone "A" (portions in 100-year flood)
Zoning:	R-1.8 and C-FF
Frontage:	None (but has access over adjacent property)
Topography:	Near level
Configuration:	Irregular
Street Orientation:	Interior
Street Type:	Asphalt paved
Street Improvements:	None

Utilities

Sewer:	Not to site but in close proximity
Water:	Not to site but in close proximity
Gas:	Not to site but in close proximity
Electricity:	Not to site but in close proximity

Units of Comparison

Price Per Square Foot:	$1.12
Price Per Acre:	$48,729

Land Sale #1, Continued

Verification

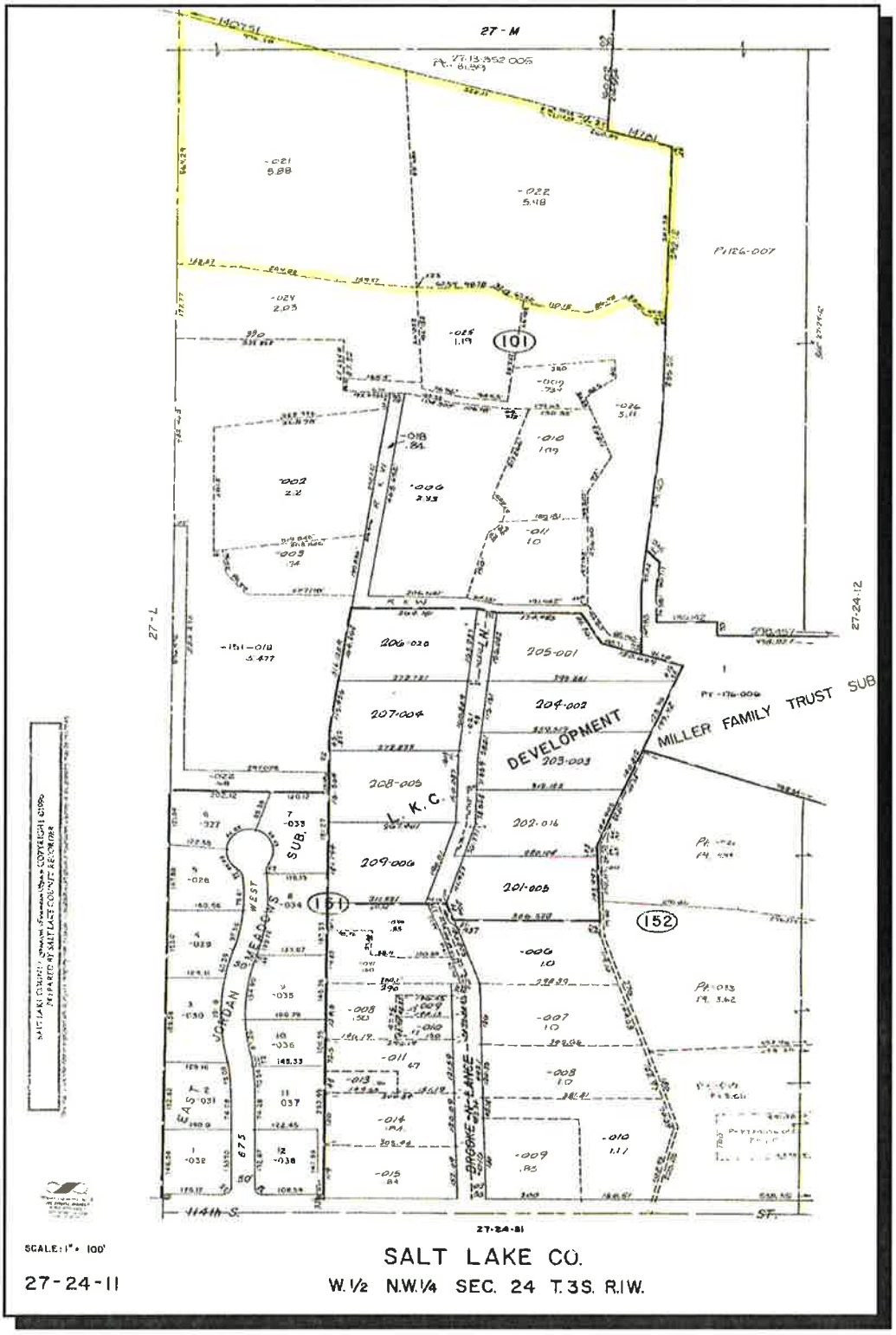
Edited:	Yes
Submitted By:	Richard F. Schettler
Verified With:	Eric Love, buyer
Verification Date:	06/06/01
Phone Number:	(505) 988-5922

Comments

This site is being purchased for conservation but price was based on an appraisal that concluded highest and best use was for residential development. The sale was not made under threat of condemnation. The tract did not have frontage on an improved roadway. However, the property had immediate access because surrounding land under similar ownership had access New parcel numbers have been given which are 27-24-101-021 and -022. Zoning is now R-1.8.

Record Number: CTU1-2616

LAND SALE #1 PLAT MAP



LAND SALE #2

Property Identification

Property Type:	Residential Land
Address:	11600 South 2700 West
City/County/State:	South Jordan/Salt Lake/Utah
Parcel Number:	27-21-351-002 (portion)

Transaction Information

Rights Transferred:	Fee Simple
Seller:	Steve Pierson
Buyer:	Perry & Associates, Inc.
Sales Price:	$1,668,000
Date of Sale:	April 1, 2000
Financing Terms:	Cash, or cash equivalent
Cash Equivalent Price:	$1,668,000

Land Description

Land Size:	34.75 acres
Flood Zone:	Zone "C"
Zoning:	A-5
Frontage:	Approximately 330 front feet along 2700 West
Topography:	Mostly level
Configuration:	Irregular
Street Orientation:	Interior
Street Type:	Paved street
Street Improvements:	Curb and gutter

Utilities

Sewer:	Available
Water:	Available
Gas:	Available
Electricity:	Available

Units of Comparison

Price Per Square Foot:	$1.10
Price Per Acre:	$48,000

Land Sale #2, Continued

Verification

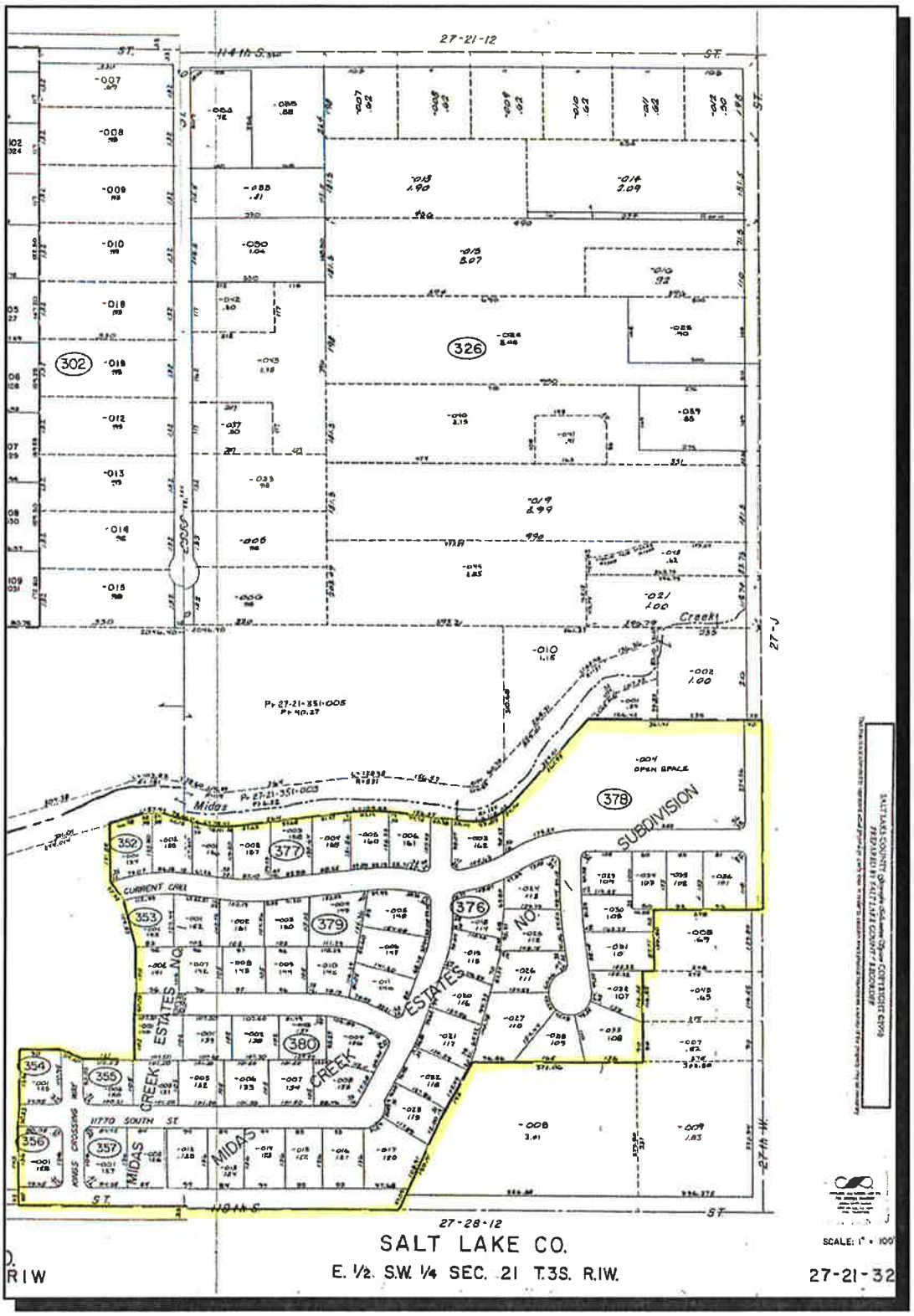
Edited:	Yes
Submitted By:	Richard Schettler
Verified With:	Eldon Haacke, agent
Phone Number:	(801) 278-4688

Comments

This site has been developed into the Midas Creek Estates subdivision. The property was rezoned after purchase to R-2.5 (2.5 lots per acre).

Record Number: CTU1-2349

LAND SALE #2 PLAT MAP



LAND SALE #3

Property Identification

Property Type:	Residential Land
Address:	11615 South Lampton View Drive
City/County/State:	South Jordan/Salt Lake/Utah
Parcel Number:	27-23-376-019

Transaction Information

Rights Transferred:	Fee Simple
Seller:	Michael S. Robinson
Buyer:	Peter M. Coats
Sales Price:	$746,610
Date of Sale:	June 1, 1999
Financing Terms:	Cash, or cash equivalent
Cash Equivalent Price:	$746,610

Land Description

Land Size:	18.21 acres
Flood Zone:	Zone "X"
Zoning:	R.8 and A-5
Frontage:	40.48 feet on Country Ridge Drive; ±60 feet on Midas Pond Road
Topography:	Undulating; sloping to river
Configuration:	Irregular
Street Type:	Paved street
Street Improvements:	Sidewalk, curb and gutter

Utilities

Sewer:	Available
Water:	Available
Gas:	Available
Electricity:	Available

Units of Comparison

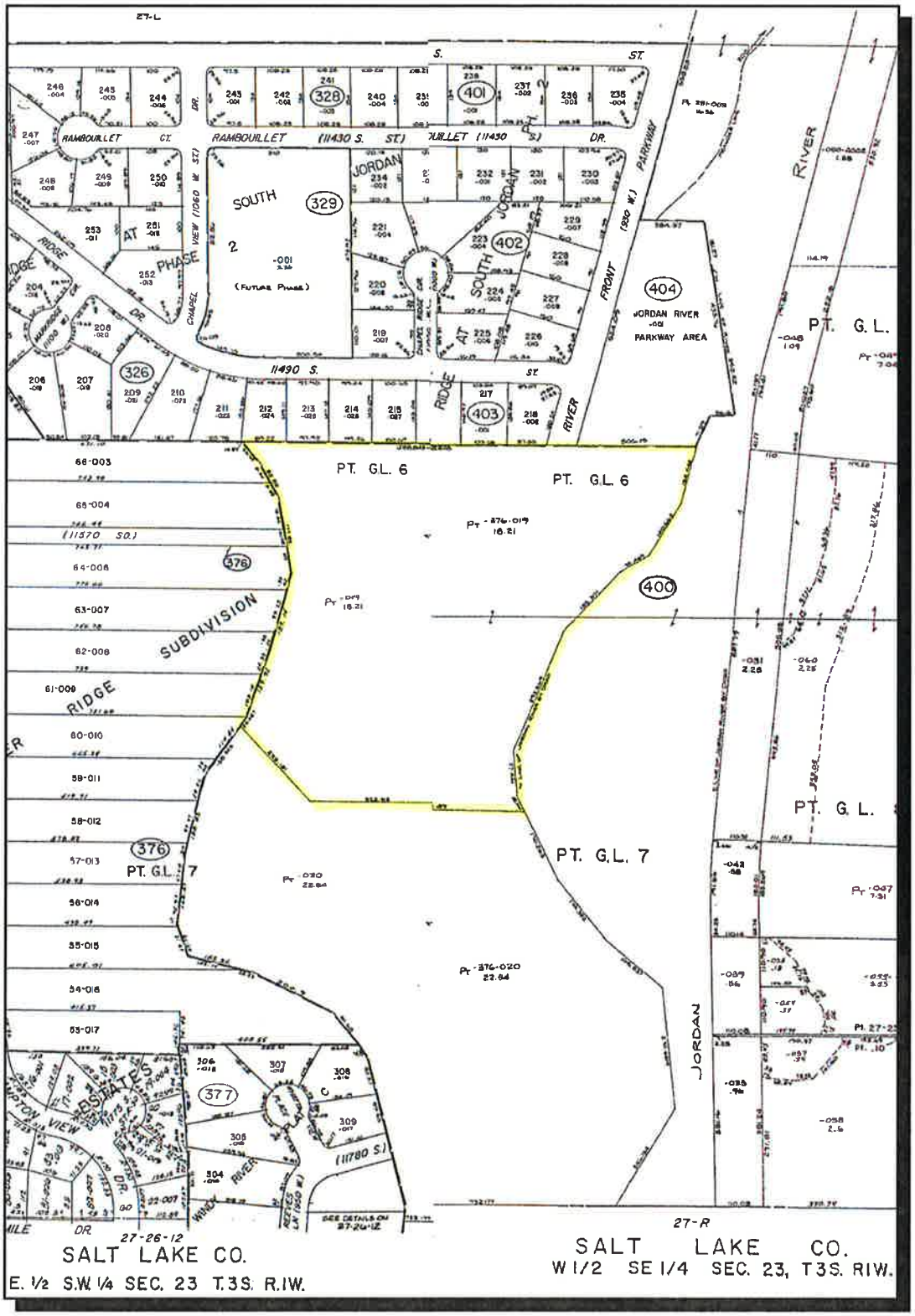
Price Per Square Foot:	$0.94
Price Per Acre:	$41,000

Land Sale #3, Continued

Verification

Submitted By:	Virginia Hylton
Verified With:	Peter M. Coats, buyer
Comments	Very small area of wetlands that according to buyer will not lower potential density. Buyer paid seller $2,000 per acre more than seller paid six months previous. Buyer owns parcel adjacent south. Zoning is now R-1.8 and A-5.
Record Number:	CTU1-1630

LAND SALE #3 PLAT MAP



LAND SALE #4

Property Description

Property Type:	Residential land
Address:	Approximately 1300 West 14000 South
City/County/State:	Bluffdale/Salt Lake/Utah
Parcel Number(s):	33-02-300-040, -38 (portion), 33-11-101-001 (portion), 33-10-226-003, 33-11-101-003, 33-02-300-012, 33-11-127-003, 33-11-200-027, 33-02-400-013-4001

Transaction Information

Rights Transferred:	Fee simple
Seller:	Springview Farms II, LLC, KCD Associates, Dean's Limousines, Inc.
Buyer:	SV Capital, LLC
Sales Price:	$8,851,748
Date of Sale:	Under Contract
Financing Terms:	Cash

Land Description

Land Size:	249.02 acres; 10,847,311 sq.ft.
Flood Zone:	Zone "A" and "C"
Zoning:	R-1-43
Frontage:	1,065 feet on 14600 South 2,300 feet on 1300 West
Topography:	Near level to steep slope
Configuration:	Irregular
Street Orientation:	Interior
Street Type:	Asphalt
Street Improvements:	None
Density/Acre:	1.0 units/acre allowed at time of contract Proposed density is 1.35 units/acre

Utilities

Sewer:	Available but will require a lift station
Water:	Available
Gas:	Available in the area but not to site
Electricity:	Available

Units of Comparison

Price Per Acre:	$35,546

Land Sale #4, Continued

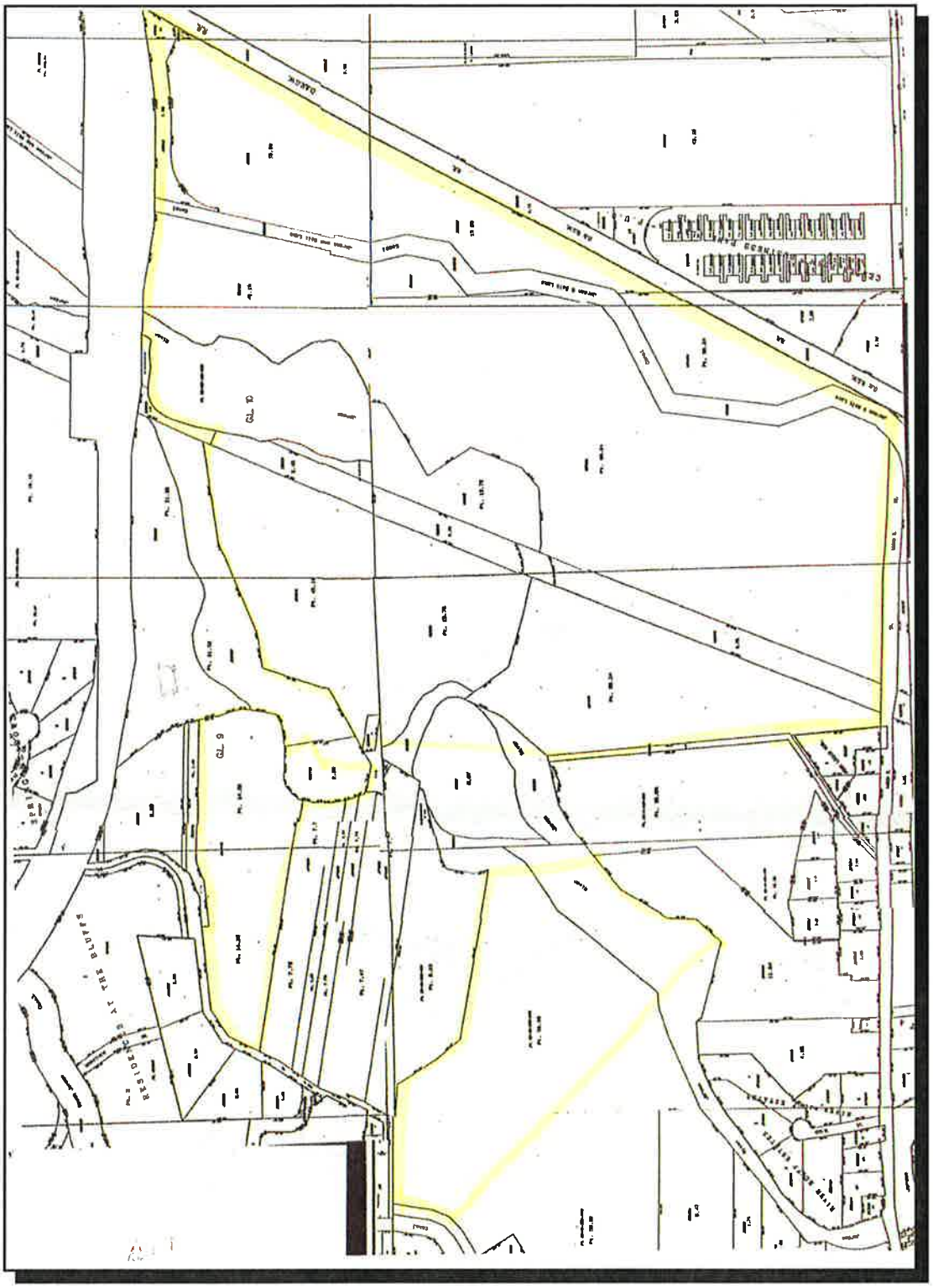
Verification

Edited:	Yes
Submitted By:	Richard Schettler
Verified With:	Sales documents
Verification Date:	September 2002

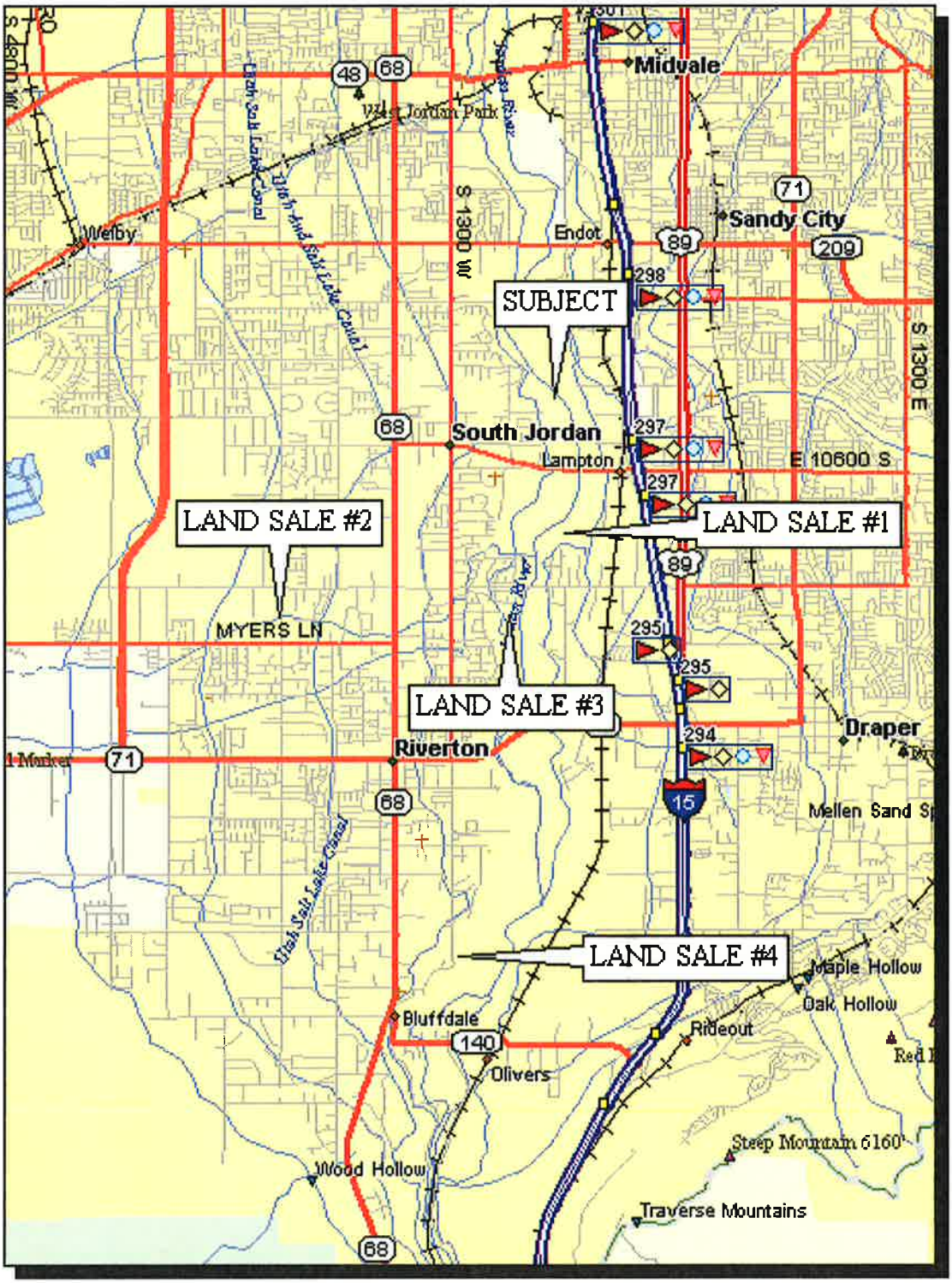
Comments: This is an assemblage. The buyer has 219.78 acres under contract for $36,000/acre; 13.58 acres for $34,600/acre; 15.66 acres for $30,000/acre. The sale is expected to close when development approvals are met. Approximately 43.12 acres are considered to be wetlands, or 17 percent. This property was put under contract October 2001 and January 2002, respectively, and significant entitlement has been completed since that time.

Record Number: CTU1-3260

LAND SALE #4 PLAT MAP



LAND SALES LOCATION MAP



ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal has been based on the following limiting conditions:

1. For purposes of this appraisal, any marketing program for the sale of the property would assume cash or its equivalent.

2. No detailed soil studies covering the subject property were available for this appraisal. It is therefore assumed that soil conditions are adequate to support standard construction consistent with highest and best use.

3. The date of value to which the conclusions and opinions expressed in this report apply, is set forth in the letter of transmittal. Further, the dollar amount of any value opinion rendered in this report is based upon the purchasing power of the American dollar existing on that date.

4. The appraisers assume no responsibility for economic or physical factors which may affect the opinions in this report which occur after the valuation date.

5. The appraisers reserve the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.

6. No opinion as to title is rendered. Data relating to ownership and legal description was obtained from the client or public records and is considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.

7. If no title policy was made available to the appraisers, they assume no responsibility for such items of record not disclosed by their customary investigation.

8. The appraisers assume no responsibility for hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for arranging for engineering studies that may be required to discover them.

9. The property is appraised assuming it to be in full compliance with all applicable federal, state, and local environmental regulations and laws, unless otherwise stated.

10. The property is appraised assuming that all applicable zoning and use regulations and restrictions have been complied with, unless otherwise stated.

11. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.

12. No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist.

13. No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.

14. Maps, plats and exhibits included in this report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.

15. No opinion is intended to be expressed for matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.

16. Possession of this report, or copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

17. Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal, unless such arrangements are made a reasonable time in advance.

18. The appraisers have personally inspected the subject property and find no obvious evidence of structural deficiencies, except as may be stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake or occupancy codes can be assumed without provision of specific professional or government inspections.

19. Unless otherwise noted, no consideration has been given in this appraisal to the value of the property located on the premises which is considered by the appraisers to be personal property, nor has consideration been given to the cost of moving or relocating such personal property; only the real property has been considered.

20. Information obtained for use in this appraisal is believed to be true and correct to the best of our ability; however, no responsibility is assumed for errors or omissions, or for information not disclosed which might otherwise affect the valuation estimate.

21. Unless otherwise stated in this report, the appraisers signing this report have no knowledge concerning the presence or absence of toxic materials in the improvements and/or hazardous waste on the land. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

22. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.

    Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the appraiser.

23. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

24. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraisers become aware of such during the appraiser's inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the

value the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

25. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the Property.

26. The value estimate is subject to assumptions and limiting conditions contained in the report.

    a. Based on discussions with Mr. Steve Jensen, of the Salt Lake County Public Works Engineering Division, and based on review of the Jordan River Wetlands Advance Identification Study, dated 1985, approximately 20 percent of the tract, or ±8.00 acres, is considered to be potential wetlands. An attempt was made to obtain a Delineation Survey from South Jordan City. The South Jordan City Manager's and Engineer's offices were unaware of any studies that may have been completed detailing wetlands areas on the subject site. Review of a Delineation Survey is necessary prior to development of the site.

QUALIFICATIONS

QUALIFICATIONS OF J. PHILIP COOK, MAI, CRE

EDUCATION

- B.S. degree in Real Estate Finance, University of Utah, June 1980.
- MBA degree, with Finance emphasis, University of Utah, June 1982.

PROFESSIONAL MEMBERSHIPS & LICENSES

- Member Appraisal Institute (MAI), #7000.
- Member Society of Real Estate Counselors (CRE)
- Certified General Appraiser, State of Utah, #CG00037068.
- Certified General Appraiser, State of Idaho, #CG111.
- Certified General Appraiser, State of Wyoming, Permit #258.
- Member International Right-of-Way Association

APPRAISAL EXPERIENCE

October 1980 to present - Full-time real estate appraiser/consultant. Founder of J. Philip Cook & Associates, Inc., Salt Lake City, Utah, and former partner of Appraisal Associates, Inc., Salt Lake City, Utah. Specializing in the office, retail, industrial, multi-family, litigation and recreational property markets. A full range of commercial real estate appraisal and consulting services are provided.

- Apartment Projects
- Eminent Domain: Road widenings, wetlands mitigation, pedestrian fishing easements, dam and spillway, utility corridors, airport expansion, and restrictive use easements.
- Expert Testimony: Qualified as expert in federal courts in Utah, Wyoming and Colorado, district courts in Salt Lake and Tooele Counties.
- Hotel/Motel: Hotels and motels in the intermountain region
  - Industrial: Incubator buildings, office/warehouse, large manufacturing facilities.
- Office Buildings
- Retail: Neighborhood, community and regional centers in the intermountain region.
- Ski Resorts: Both operations and land development aspects of ski resorts in Utah, Nevada and Montana.
- Special Studies: Contingent liability studies and appraisal management services on a national basis.

TEACHING/COMMITTEES

- Formerly Assistant Professor Adjunct University of Utah, College of Business Department of Finance. (Real Estate Principles and Appraisal and Investment Courses)
- Instructor, Utah Chapter of the Appraisal Institute teaching Appraisal Principles and USPAP

PROFESSIONAL COMMITTEES

2002 Board Member - Utah State Appraiser Board
2002 Vice Chair - Utah Chapter Counselors of Real Estate
2001 Board Member; Appraisal Institute Education Trust
2001 National Education Committee - Counselors of Real Estate.
1999 National Nominating Committee
1996-1998 National Board of Directors, Appraisal Institute
1997-98 - National Finance Committee, University of Utah
1995 Regional Representative from Utah, Region II Appraisal Institute
1993 President, Utah Chapter of the Appraisal Institute
1992 Vice President and President-Elect, Utah Chapter of the Appraisal Institute.
1992 Board Member Utah Association of Appraisers
1991-1992 Regional Representative from Utah, Region II Appraisal Institute
1991 Second Vice President, Utah Chapter of the Appraisal Institute
1990 Chapter Secretary/Treasurer, American Institute of Real Estate Appraisers
1990 Unification Committee for the Merger of the Society of Real Estate Appraisers and the American Institute of Real Estate Appraisers (Chapter level)
1987-1989 Chapter Director, American Institute of Real Estate Appraisers

SPECIALIZED SEMINAR/COURSES COMPLETED

- Specialized courses, seminars and exams sponsored by the Appraisal Institute and others.

- Courses: 1A-1, 1A-2, 1B-1, 1B-2, 1B-3, 2-1, 2-2, 2-3, and 6
- Seminars: Highest and Best Use, R41-b, R41-c
- Computer Spreadsheets
- Standards of Professional Practice
- FHLBB Regulations
- USPAP and Utah State Law
- Expert Testimony
- Subdivision Valuation
- Environmental Contamination
- Limited Scope Appraisals.
- Eminent Domain Training special use properties

The Appraisal Institute requires 100 hours of recertification education every five years. I am currently certified through December 31, 2006

QUALIFICATIONS OF J. PHILIP COOK, MAI, CRE (Continued)

CLIENTS SERVED (Partial list)

FINANCIAL INSTITUTIONS / MORTGAGE COMPANIES

- Bonneville Mortgage
- Bank of America
- Bank of American Fork
- Bank of Utah
- Bank One Utah
- Clawson Group
- Comerica
- First Union Bank
- G. E. Capital
- Key Bank (Utah and Idaho)
- Merrill Lynch
- Morgan Stanley
- Republic Mortgage
- Reutche Bank
- U. S. Bancorp Real Estate Services, Inc.
- Utah First Credit Union
- Washington Mutual
- Wells Fargo Bank
- Zions First National Bank

INSURANCE/PENSION FUNDS

- Allstate Insurance
- Clarica Allianz
- Sun Life of Canada
- Skymar Capital
- United of Omaha
- Utah State Retirement Board

PROFESSIONAL FIRMS

- Clyde, Snow, Sessions & Swenson
- Fabian & Clendenin
- Home, Roberts & Owen
- Jones, Waldo, Holbrook & McDonough
- Kinghorn & Peters
- Parsons, Behle & Latimer
- Parsons, Parres
- Ray Quinney & Nebeker
- Snow, Christensen & Martineau
- Stoel Rives
- Vancott, Bagley, Cornwall & McCarthy

GOVERNMENT

- Bureau of Land Management
- Bureau of Reclamation
- Justice Dept. - U.S. Attorney
- Salt Lake City Corporation
- Salt Lake Department of Airports
- State of Utah (DFCM, DCED)
- Utah Department of Transportation

Clients Served (Continued)

GOVERNMENT (Continued)

- Ogden City
- Sandy City
- Draper City
- West Jordan City
- Utah County
- Salt Lake County

CORPORATE/OTHER

- Audubon Society
- Chevron USA
- Intermountain Health Care
- LDS Church
- Larry H. Miller Group
- Price Development
- The Boyer Company
- The Nature Conservancy

More available upon request

DEPOSITIONS/TESTIMONY (Since 1998)

- Utah Department of Transportation v. Green Street Associates 1998
- Utah Department of Transportation v. Mark Steel/
- H & K Truck, 1999
- Utah Department of Transportation **v.** Evans, 2000
- State of Utah v. HAFB
- Davis County v. Zion's First National Bank, Trustee
- Intermountain Power Agency v. Millard County
- Foster v. Foster, 2001
- Town of Alta v. MSI, Inc.
- Utah Department of Transportation vs. Envirotech Baker Hughes)
- Davis County vs. Max Kerr
- Utah Department of Transportation vs. Mark Steel and H&K Truck Equipment
- Utah Department of Transportation vs. Wildwood Resort Company
- Draper City vs. Draper Irrigation Company
- RAS vs. Town of Alta
- Utah Department of Transportation vs Diamond Bar X Ranch
- Utah Department of Transportation vs. Green Street Associates
- DCED vs Clarence Birt, et al.
- Charles Ross Heely, et al vs. Land Lease
- Agricultural Business, Inc. 2002

QUALIFICATIONS OF MICHELE E. JAKOB, MAI

EDUCATION

- Bachelor Of Science, University of Utah, March 1995
  Major: Finance

PROFESSIONAL MEMBERSHIPS & LICENSES

- Member Appraisal Institute (MAI), #11997
- Utah State-Certified General Appraiser, #CG00049945, Expires 07/31/03
- Utah Duly Licensed Active Sales Agent, #SA00047531, Expires 04/30/05

WORK EXPERIENCE

- November 2002 to present - Full time commercial real estate appraiser/consultant with J. Philip Cook & Associates, Inc.,Salt Lake City, Utah
- December 1997 to June 2002 - Full time commercial real estate appraiser/consultant with Appraisal Link, Inc., Salt Lake City, Utah
- August 1995 to November 1997 - Full time commercial real estate appraiser/consultant with Cook, Taylor and Associates, Inc., Salt Lake City, Utah

CLIENTS SERVED

FINANCIAL INSTITUTION/ MORTGAGE COMPANIES

Bank One
Clawson Group
GE Capital
Key Bank
Washington Mutual Bank
Wells Fargo Bank
Zions Bank

CORPORATE/ OTHER

Intermountain Healthcare

SPECIALIZED COURSES COMPLETED

- Separating Real and Personal Property from Intangible Business Assets (800), Appraisal Institute 02/03
- Standards of Professional Appraisal Practice (410), Appraisal Institute 11/02
- Highest and Best Use and Market Analysis (520), Appraisal Institute 04/01
- Report Writing and Valuation Analysis (540), Appraisal Institute 10/00
- Standards of Professional Practice Part C (430), Appraisal institute 05/00
- Advanced Applications (550), Appraisal Institute 10/99
- Advanced Sales Comparison and Cost Approach (530), Appraisal Institute 11/98
- Standards of Professional Practice Part B (420), Appraisal Institute 05/98
- Advanced Income Capitalization (510), Appraisal Institute 11/97
- Basic Income Capitalization (310), Appraisal Institute 10/96
- Appraisal Procedures (120), Appraisal Institute 01/96
- Standards of Professional Practice Part A (410), Appraisal institute 11/95
- Real Estate Appraisal and Investment, University of Utah, Winter 1995
- Real Estate Appraisal Principles, University of Utah, Autumn 1994

The Appraisal Institute requires 100 hours of recertification education every five years. I have completed the requirements under the continuing education program of the Appraisal Institute.

APPRAISAL/CONSULTING ASSIGNMENTS (sample)

Automobile Dealerships
Restaurants
Apartment
Retail
Research and Development Parks
Mini Storage
Industrial
Raw Land
Office

SWCA
ENVIRONMENTAL CONSULTANTS

DELINEATION OF JURISDICTIONAL WATERS OF THE U.S. FOR SOUTH JORDAN CITY PROPERTY SALT LAKE COUNTY, UTAH

Prepared for

SOUTH VALLEY SEWER DISTRICT

Prepared by

SWCA ENVIRONMENTAL CONSULTANTS

March 2004

DELINEATION OF JURISDICTIONAL WATERS OF THE U.S. FOR SOUTH JORDAN CITY PROPERTY

Prepared for

South Valley Sewer District
874 East 12400 South
Draper, Utah 84020

Prepared by

SWCA Environmental Consultants
230 South 500 East, Suite 380
Salt Lake City, Utah 84102-2015

March 23, 2004

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APPENDICES

Appendix A. Subject Property Photos
Appendix B. Field Data Forms

INTRODUCTION

This document presents the results of a delineation of jurisdictional waters of the U.S. conducted on approximately 40 acres owned by South Jordan City, conducted by SWCA Environmental Consultants (SWCA) (Figure 1). A delineation of wetlands was authorized because South Valley Sewer District is considering the purchase of the subject property.

REGULATORY SETTING

Jurisdictional waters of the U.S. are defined as: (1) all waters that are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters that are subject to the ebb and flow of the tide; (2) all interstate waters including interstate wetlands; (3) all other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds; and the use, degradation or destruction of which could affect interstate or foreign commerce, including any such waters i) that are or could be used by interstate or foreign travelers for recreational or other purposes; or ii) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or iii) that are used or could be used for industrial purposes by industries in interstate commerce; (4) all impoundments of waters otherwise defined as waters of the United States under the definition; (5) tributaries of waters as described above; (6) the territorial seas; (7) wetlands adjacent to waters (other than waters that are themselves wetlands) as described above; and (8) not prior converted cropland (33 CFR §328.3(a), and 40 CFR §230.3(s)).

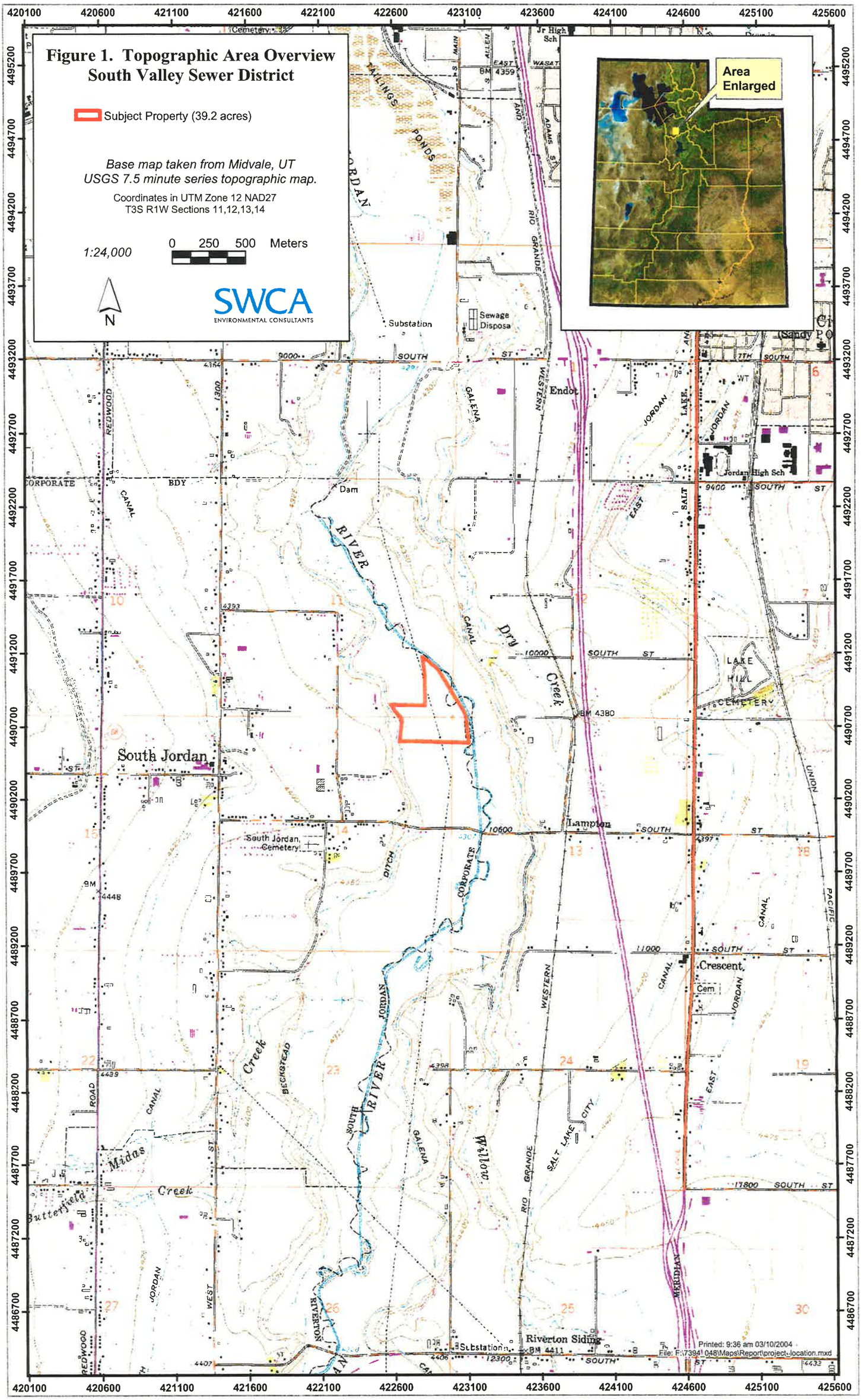
As jurisdictional waters, wetlands are jointly defined by the U.S. Army Corps of Engineers (USACE) and the U.S. Environmental Protection Agency (EPA) as: "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas (Environmental Laboratory 1987)."

Under Section 404 of the Clean Water Act, dredged and fill material may not be discharged into jurisdictional waters of the U.S. (including wetlands) without a permit. Regulated activities include:

- Fills for development
- Water resource projects (such as dams and levees)
- Infrastructure development (such as highways and airports)
- Conversion of wetlands to uplands for farming and forestry

SUBJECT PROPERTY

The subject property that was surveyed is located in Salt Lake County, Utah, west of Interstate 15 (I-15) between 10000 South and 10600 South on the west side of the Jordan River. It is located in T3S, R1W, in the southeast quarter of Section 11, the southwest quarter of Section 12, the northwest quarter of Section 13, and the northeast quarter of Section 14. It is directly adjacent to the Jordan River Parkway. The northern edge of the subject property is approximately 1,500 feet south of 10000 South. The eastern edge of the subject property extends approximately 2,000 feet south


Area Enlarged
Subject Property (39.2 acres)
Base map taken from Midvale, UT
USGS 7.5 minute series topographic map.
Coordinates in UTM Zone 12 NAD27
T3S R1W Sections 11,12,13,14
1:24,000
0 250 500 Meters
N
SWCA
ENVIRONMENTAL CONSULTANTS
South Jordan
Endot
Lampton
Crescent
Riverton Siding
Substation
Sewage Disposa
Jordan High Sch
Sandy
Dry Creek
Willow Creek
Butterfield Creek
Midas Creek
JORDAN RIVER
SOUTH JORDAN CANAL
WESTERN
RIO GRANDE
SALT LAKE CITY
UNION PACIFIC
LAKE HILL CEMETERY
South Jordan Cemetery
Dam
Printed: 9:36 am 03/10/2004
File: F:\73941 048\Maps\Report\project-location.mxd

along the parkway. The subject property, which is approximately 39.2 acres, is an irregular shape (Figures 1 and 2).

Access to the subject property can be gained by driving west on 9000 South from I-15, turning left on 450 West (which becomes 500 West), turning right on 10000 South (which becomes 9840 West/Shields Lane), and parking in the Jordan River Parkway parking lot on the left (south) side of the road. The subject property is then a short walk south along the parkway.

The subject property is located in a flat (< 1 degree slope) pasture along the historic flood plain of the Jordan River. There is a steeper slope upward just west of the western property boundary that creates a bluff above the historic flood plain. The approximate elevation of the subject property is 4,300 feet above mean sea level (Figure 1).

METHODOLOGY

Craig White, the general manager of South Valley Sewer District (801-571-1166), authorized SWCA to do a wetland delineation. Prior to the delineation, the National Wetland Inventory (NWI) map and Soil Survey of Salt Lake Area, Utah (USDA 1974) were consulted to determine if the subject property may contain wetlands (Figure 3). Additionally, an aerial photograph (May 13, 2003) was used to identify topographic features and vegetation that are likely to signify the presence of wetlands (Figure 2).

The NWI map for this area suggests that there are several potential wetlands scattered throughout the subject property. However, this information does not completely match up with the soil survey data or the aerial photograph. The soil survey indicates a swath of potential hydric soils through the middle of the subject property. The aerial photograph shows darkened vegetation and stream channels concentrated in the northern section of the subject property. The aerial photograph does not show obvious wetlands anywhere else within the subject property boundary.

The wetland delineation of the subject property was conducted by two SWCA ecologists on October 22 and 23, and November 11, 2003. Climatic conditions during the delineation were dry, with less than one inch of precipitation recorded for the month of October (http://www.wrh.noaa.gov/Saltlake/climate/SLCLCDOCT.html) and less than two inches for the month of November (http://www.wrh.noaa.gov/Saltlake/climate/SLCLCDNOV.html). Overall, conditions for the last five years have been drier than normal.

A follow-up visit to the site occurred on March 8, 2004, during which an additional 5.5 acres was assessed for wetland status. The subject property was free of snow, and some vegetation showed signs of greening up at the base of the plants. February received 2.25 inches of precipitation, which is 169 percent of normal for the month. Overall, precipitation from December through the present has been higher than normal. Cattle and horses were still on the subject property, which has aggravated the soil surface during wet conditions and left a pockmarked surface over many portions of the subject property.

Boundaries and sample points were recorded using a Trimble GeoExplorer III GPS unit. This data was mapped, and the wetland acreage was determined using ArcView GIS software.

Figure 2. Wetland Delineation
South Valley Sewer District
Subject Property (39.2 acres)
Contour Line (5 foot interval)
Aerial photo taken 5-13-2003
1:2,500
0 125 250 Feet
N
SWCA
ENVIRONMENTAL CONSULTANTS
Jordan River
422600
422700
422800
422900
423000
423100
4491300
4491200
4491100
4491000
4490900
4490800
4490700
4490600
4490500
4490400
Printed: 11:56 am 03/10/2004
File: F:\73941048\Maps\Report\delineation2.mxd

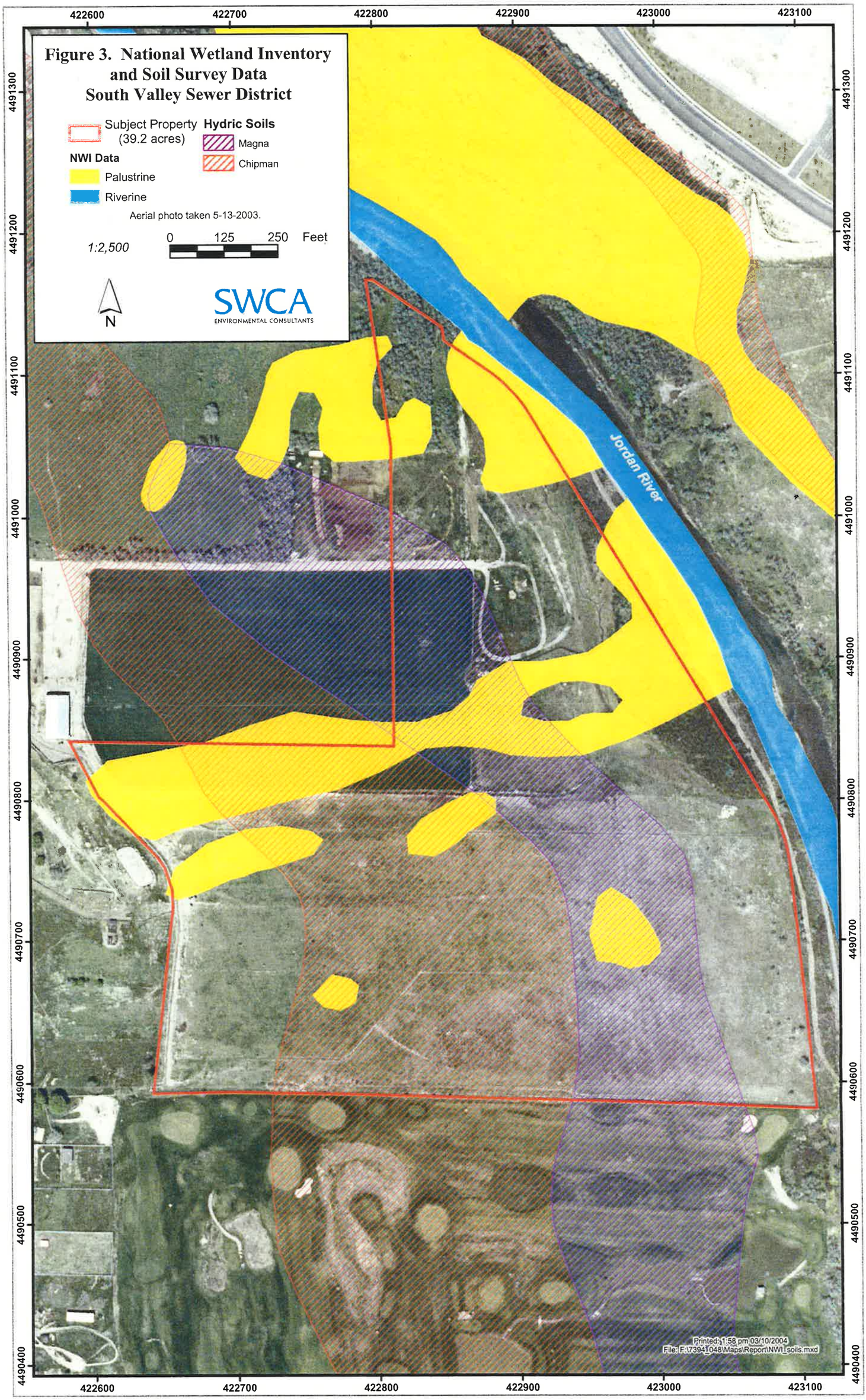


Figure 3. National Wetland Inventory and Soil Survey Data South Valley Sewer District
Subject Property (39.2 acres)
Hydric Soils
Magna
Chipman
NWI Data
Palustrine
Riverine
Aerial photo taken 5-13-2003.
1:2,500
0 125 250 Feet
N
SWCA
ENVIRONMENTAL CONSULTANTS
Jordan River
422600
422700
422800
422900
423000
423100
4491300
4491200
4491100
4491000
4490900
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Printed: 1:58 pm 03/10/2004
File: F:\73941048\Maps\Report\NWI_soils.mxd

Wetland delineations were conducted using the methods outlined in the *U.S. Army Corps of Engineers Wetland Delineation Manual* (Environmental Laboratory 1987). A minimum of two sampling points per wetland area (one wetland point and one upland point) was used. Two points were considered adequate given that clear boundaries between wetlands and uplands were obvious based on minor topographical relief and vegetation types. Adjacent uplands were sampled to further confirm wetland boundaries. Based on the 1987 Delineation Manual, jurisdictional wetlands were identified using three criteria:

- Hydrophytic vegetation
- Wetland hydrology
- Hydric soils

All three criteria must be present for an area to be considered a jurisdictional wetland. See below for an explanation of the wetland criteria.

Hydrophytic Vegetation

Hydrophytic plants are those plants that are adapted to wet conditions. The *1988 National List of Plant Species That Occur in Wetlands* (USFWS 1988) was used to determine the wetland indicator status of dominant plant species encountered on sample plots. Hydrophytic vegetation was considered dominant if more than 50 percent of the dominant plant species (defined as plants that comprise 20 percent or more of the cover value observed at a site) included facultative (FAC), facultative-wet (FACW), and/or obligate (OBL) species.

Sight-identification was used to determine most plant species. If the plant species could not be determined in the field, a sample was identified in SWCA's laboratory using a hand lens, ruler, and dichotomous plant keys if diagnostic features were present on the sample. Hydrophytic and upland plant species were identified using several sources. These included:

- *Handbook of Rocky Mountain Plants* (4th Ed.) (Nelson and Williams 1992)
- *Field Guide to Intermountain Rushes* (USDA Forest Service 1997)
- *Field Guide to Intermountain Sedges* (USDA Forest Service 1998)
- *A Utah Flora* (Welsh et al. 1993)

Hydrology

Wetland hydrology refers to the water supply relationships of wetlands and was determined to be present if a site supported one or more of the following characteristics:

- Landscape position and surface topography typical of wetlands (e.g., position of the site relative to an up-slope water source, location within a distinct wetland drainage pattern, and concave surface topography)
- Inundation or saturation for a sufficient duration during the growing season (either inferred based on field indicators or observed during repeated field surveys)
- Residual evidence of ponding or flooding (e.g., scour marks, sediment deposits, algal matting, and drift lines)

Soils

The Soil Survey of Salt Lake Area (USDA 1974) was available for the subject property, and was used to help ascertain the potential presence of hydric soils. Field tests (soil pits) were also conducted in order to determine the presence of hydric soils. Hydric soils are those soils that are formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (above 12 to 20 inches soil depth). A spade was used to excavate the soil pit, and Munsell Soil Color Charts were used to determine the soil color and diagnostic soil features (e.g., oxidized root channels, mottles). Soil colors were determined for moist soils. In most cases, the following indicators were used to determine the presence of hydric soils in the subject property:

- Saturation for extended durations: This hydric soil indicator was identified by redoximorphic features, a matrix chroma of 1 or less, or a matrix chroma of 2 or less with high-chroma mottles
- Aquic moisture regime: This hydric soil indicator was identified by the presence of water that was presumed to pond for long durations and was often accompanied by gleyed soils
- Positive indicators of anaerobic activity: These were evidenced by low chroma colors and occasionally gleyed soils

RESULTS

Figure 4 shows the results of the delineation, along with the sample points where field data were gathered. Presented below is a discussion for each of the wetland parameters, followed by descriptions for the wetlands found on the subject property.

Hydrophytic Vegetation

The most common wetland plants located within the subject property include: *Distichlis spicata* (inland saltgrass, FAC), *Elaeagnus angustifolia* (Russian olive, FAC), *Eleocaris palustris* (spikerush, OBL), *Hordeum jubatum* (foxtail barley, FAC), *Scirpus americanus* (American three square, OBL), *Scirpus* spp. (bullrush, assume OBL), *Tamarix ramosissima* (saltcedar, FACW), and *Typha latifolia* (cattail, OBL). There are several areas within the subject property that consist of barren areas that have been heavily grazed and are pockmarked with hoof prints. The vegetated upland areas within the subject property are dominated by: *Agrostis alba* (not listed on the National List of Plant Species that Occur in Wetlands (NL)), *Bromus tectorum* (cheatgrass, NL), *Elymus repens* (quackgrass, FACU), *Grindelia squarrosa* (curlycup gumweed, FACU), wheatgrass (*Agropyon* spp.), and *Medicago lupulina* (black medic, NL). See Appendix A for photographs of some of the vegetation that was encountered.

During the delineation, two unknown grasses were encountered. These grasses were unidentifiable because the seed heads were not present during the time of the delineation, which was likely due to a combination of grazing and the season. The wetland indicator status of these grasses was assumed based on the location of the grasses and by the companion plants associated with the unknown plants in the immediate vicinity. On the Field Data Forms (Appendix B), these plants are called "Poa pasture" and "unknown grass 1 (UNK 1)". For the purposes of this delineation, it is assumed that "Poa pasture" is an upland plant. This is based on the plants common occurrence in areas that have a lack of wetland hydrology that would support a wetland

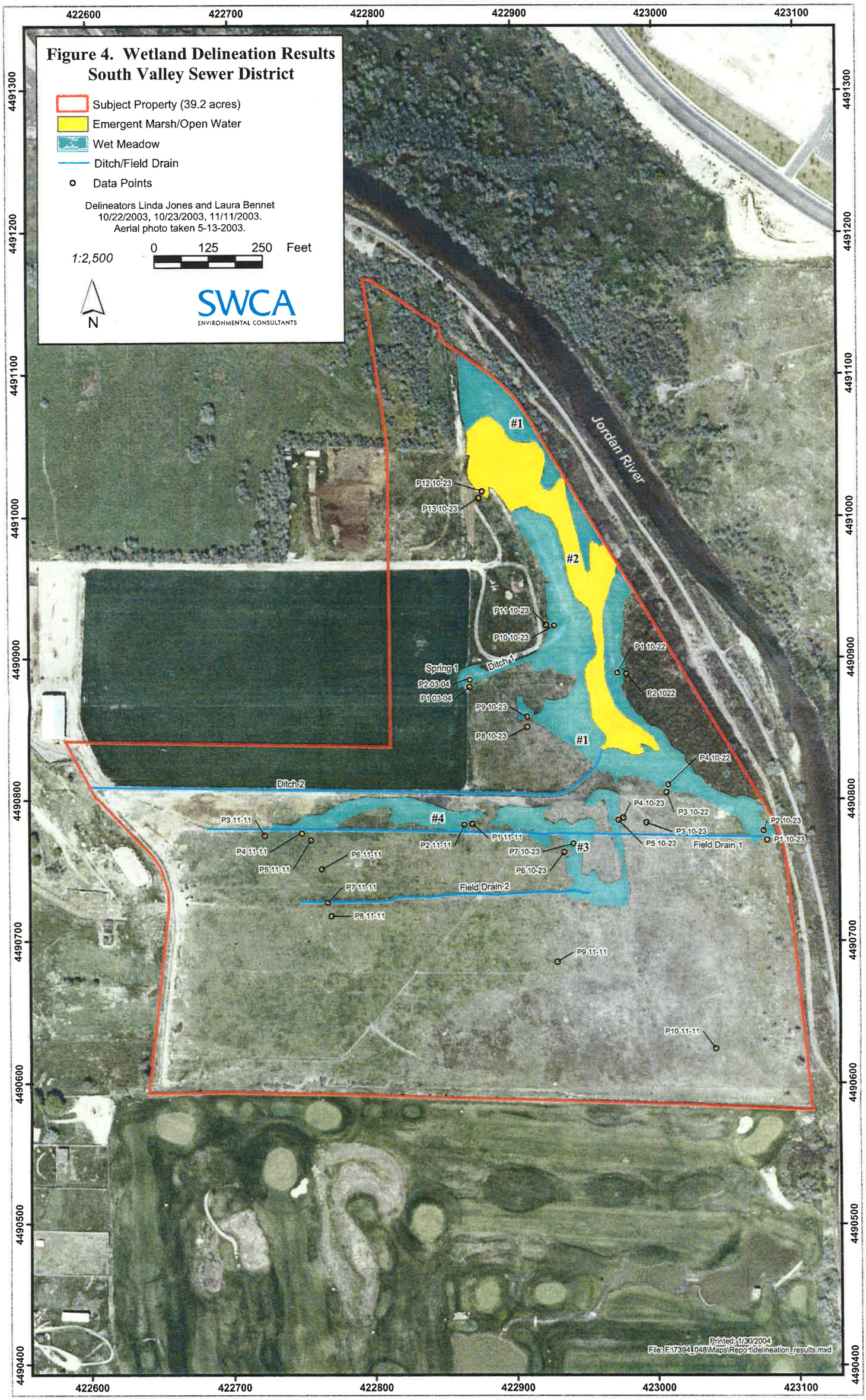
Figure 4. Wetland Delineation Results
South Valley Sewer District
Subject Property (39.2 acres)
Emergent Marsh/Open Water
Wet Meadow
Ditch/Field Drain
Data Points
Delineators Linda Jones and Laura Bennet
10/22/2003, 10/23/2003, 11/11/2003.
Aerial photo taken 5-13-2003.
1:2,500
0 125 250 Feet
N
SWCA
ENVIRONMENTAL CONSULTANTS
Jordan River
#1
#2
#3
#4
Ditch 1
Ditch 2
Spring 1
Field Drain 1
Field Drain 2
P12 10-23
P13 10-23
P11 10-23
P10 10-23
P2 03-04
P1 03-04
P9 10-23
P8 10-23
P1 10-22
P2 1022
P4 10-22
P3 10-22
P4 10-23
P3 10-23
P5 10-23
P2 10-23
P1 10-23
P3 11-11
P4 11-11
P5 11-11
P6 11-11
P2 11-11
P1 11-11
P7 10-23
P6 10-23
P7 11-11
P8 11-11
P9 11-11
P10 11-11
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and are dominated by other upland plants. The grass called "unknown grass 1" tends to occur in areas that have saturated soils and are dominated by wetland plants. In one case, "unknown grass 1" also occurs in a location that is covered with dried algal mats. Therefore, "unknown grass 1" is assumed to be a hydrophytic plant.

Hydrology

The possible hydrological sources of the wetlands include a natural spring, normal surface runoff, flood irrigation, a stormwater ditch, and old field drainage ditches that collect water. It appears that all four wetlands are supported by surface runoff from at least both the stormwater ditch and natural spring. Also, there is a steep bluff to the west of the subject property boundary. It is probable that surface and groundwater from this bluff drain onto the subject property wetlands. Since the subject property is used for pasture, it may be that it is flood irrigated occasionally.

Wetlands 1 and 2 appear to be supported by a stormwater ditch that flows along the western portion of the north boundary and the natural spring (Figure 4). The stormwater ditch, referred to as Ditch 2 in Figure 4, drains from a pipe that exits the bluff to the west of the subject property. It is an average of 3 feet wide, and less than 18 inches deep, with aquatic vegetation growing in it. This ditch may serve as stormwater drainage from the residential area on top of the bluff. The natural spring drains through a linear ditch to Wetlands 1 and 2.

Field drains 1 and 2 appear to be old drainages, and are merely shallow vegetated depressions. They average approximately 2 to 3 feet wide, and are no more than 2 to 3 inches deep. No water was present in them during the field visits, though they may collect water during some point in the spring and early summer.

There appears to be surface connection between Wetlands 1 and 3, and between Wetlands 3 and 4. Heavy grazing obscures the possible surface connections. The areas of suspected connections between the mapped wetlands are relatively barren of vegetation. During the fall site visit, these areas were dry, and were pockmarked with hoof prints that appear to have removed any vegetation that would clearly establish a hydrological surface connection. During the March site visit, more barren areas were observed, but were damp and muddy. A surface connection was difficult to ascertain under the latter conditions as well.

Soils

According to the Soil Survey of Salt Lake Area (USDA 1974) there are two hydric soils mapped within the subject property. These two include Chipman Silty Clay Loam and Magna Silty Clay. The Chipman series consists of very deep, poorly drained soils formed in lacustrine sediments from shale and limestone. Chipman soils are low lake terraces and flood plains. This soil series is found a long swath mostly on the western side of the subject property (Figure 3). The Magna soil series consists of very deep, poorly drained, very slowly permeable soils that formed in mixed alluvium over lacustrine sediments. These soils are on flood plains and low lake terraces. This series is found in a long stretch through the center of the subject property. Wetlands 3 and 4 occur in the mapped areas of the above two soil types.

Wetlands 1 and 2 occur in the mapped area of a third soil type. This is the 'sandy alluvial land'. This soil type is found in the eastern part of the subject property, closest to the Jordan River. It is not listed by the National Resource Conservation Service (formerly the Soil Conservation Service) as a hydric soil, but it has features that could make it likely to include portions of hydric soils. Sandy alluvial land consists of deep, poorly drained or somewhat poorly drained, sandy alluvium. It occurs along flood plains of the Jordan River and other streams. Intake of water and permeability are rapid, and runoff is very slow. Hydric indicators were found within the delineated wetland areas in this mapped 'sandy alluvial land.'

Wetland Descriptions

Within the subject property, four wetlands, totaling approximately 5.5 acres, were identified. Figure 4 shows the wetlands delineated within the subject property and the sample point locations used to determine wetland boundaries. Three of the wetlands can be characterized as wet meadow, and one wetland as an emergent marsh with open water. Table 1 summarizes the wetlands.

Wetland 1 is an irregularly shaped, elongate wet meadow that consists of 2.9 acres. It is dominated by *E. palustris*, *S. americanus*, *T. latifolia*, *D. spicata*, *H. jubatum*, *T. ramosissima*, and *E. angustifolia*. Wetland 1 surrounds Wetland 2 and has a possible surface connection to Wetland 3.

Wetland 2 is an irregularly shaped, elongate emergent marsh with open water. It consists of 1.5 acres and is dominated by *Scirpus* spp. and *T. latifolia*. Wetland 2 is surrounded completely by Wetland 1. Ditches 1 and 2 drain into Wetlands 1 and 2. The elongate shape of Wetlands 1 and 2 trend north-south.

Wetland 3 is irregularly shaped, wet meadow that consists of 0.7 acres. It is dominated by *H. jubatum*, *E. palustris*, *D. spicata*, and scattered small shrubs of *T. ramosissima*. Field drains 1 and 2 bisect portions of Wetland 3. There appears to be surface connection between Wetlands 1 and 3 and between Wetlands 3 and 4, though again, the presence of the pockmarked surface due to grazing made it difficult to ascertain.

Wetland 4 is an irregularly shaped, elongate wet meadow that consists of 0.4 acres. It is dominated by *H. jubatum* and *D. spicata*. The elongate shape of Wetland 4 trends east-west.

Much of the hydrology within the subject property has probably been influenced by the historic flood plain of the Jordan River. Though land use patterns have changed and the flood plain does not receive overland flow from flood events of the river, it appears that a surface connection to the river exists. Wetland 1 drains into a pipe at the northern edge of the subject property and appears to go under the parkway and into the Jordan River. The Jordan River is a jurisdictional waters of the U.S. It is fished by local residents, though it is unknown if the sale of fish occurs by residents. It also flows into the Farmington Bay Bird Refuge, which is a popular duck hunting area, and eventually Great Salt Lake. Additionally, agriculture uses water from the Jordan River to support crops and grazing. Connection of the subject property wetlands to the Jordan River would establish jurisdiction of these wetlands.

Table 1. Wetland attributes.

ID	Shape	Location within subject property	Acres	Type	Dominant Plants	Other
1	irregular, elongate, trending north-south	north	2.9	WM	*E. palustris, S. americanus, T. latifolia, D. spicata, H. jubatum, T. ramosissima, E. angustifolia*	possibly supported by Ditches 2 & 3, possible surface connection with Wetland 3
2	irregular, elongate, trending north-south	north	1.5	EM, OW	*Scirpus spp., T. latifolia*	possibly supported by Ditches 2 & 3
3	irregular	middle	0.7	WM	*H. jubatum, M. lupulina, E. palustris, D. spicata, T. ramosissima*	possibly supported by Ditch 1, possible connection with Wetlands 1 & 4
4	irregular, elongate trending east-west	west of middle	0.44	WM	*H. jubatum, D. spicata*	possible connection with Wetland 4

(WM = wet meadow, EM = emergent marsh, OW = open water)

The wetland determination sample points are summarized below in Table 2. Those points that are highlighted (gray) are wetland points. Wetland delineation data sheets are located in Appendix B of this report.

SUMMARY

Delineation of jurisdictional waters of the U.S. within the subject property indicates that there are four wetlands totaling approximately 5.5 acres. These wetlands are wet meadows and emergent marsh/ open water. A surface connection between these wetlands is likely but was unable to be absolutely determined during the fieldwork.

If South Valley Sewer District feels that any of the delineated wetlands are not jurisdictional, they need to determine if water that may be supporting the wetlands could be 'turned off.' For example, if water that flows in Ditch 2 could be turned off, and/or flood irrigation could be restricted (if it occurs on the subject property), and a result of this action, the wetlands shrink over time, then this would suggest that water from Ditch 2 and/or flood irrigation was supporting the wetlands to some extent. However, this could take several years to determine. Additionally, a better grasp of groundwater and its influence on the wetlands would be helpful to understand how groundwater levels interact with the near-surface soils to support wetland plants.

Table 2. Sample point wetland parameter determination and summary matrix.

Point Name	Determination Parameter			Wetland Determination	Hydric Soil Indicators
	Vegetation	Hydrology	Soil		
P1 10-22	Y	Y	Y	Y	gleyed
P2 10-22	N	N	N	N	none
P3 10-22	N	N	N	N	none
P4 10-22	Y	Y	Y	Y	low-chroma;mottles
P1 10-23	N	N	Y	N	low-chroma
P2 10-23	Y	Y	Y	Y	low-chroma
P3 10-23	N	N	Y	N	low-chroma
P4 10-23	N	N	Y	N	low-chroma
P5 10-23	Y	Y	Y	Y	low-chroma
P6 10-23	N	N	Y	N	low-chroma
P7 10-23	Y	Y	Y	Y	low-chroma
P8 10-23	N	N	Y	N	low-chroma
P9 10-23	Y	Y	Y	Y	low-chroma
P10 10-23	Y	Y	Y	Y	low-chroma
P11 10-23	N	N	N	N	---
P12 10-23	Y	Y	Y	Y	low-chroma
P13 10-23	Y	N	N	N	---
P1 11-11	N	N	Y	N	low-chroma
P2 11-11	Y	Y	Y	Y	low-chroma
P3 11-11	N	N	N	N	---
P4 11-11	N	N	Y	N	low-chroma
P5 11-11	N	N	Y	N	low-chroma
P6 11-11	N	N	Y	N	low-chroma
P7 11-11	Y	Y	Y	Y	low-chroma
P8 11-11	N	N	Y	N	low-chroma
P9 11-11	Y	N	Y	N	low-chroma
P10 11-11	N	N	Y	N	low-chroma
P1 03-08	N	Y	Y	N	low-chroma
P2 03-08	Y	Y	Y	Y	low-chroma

REFERENCES

Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1. US Army Corps of Engineers Waterways Experiment Station, Vicksburg, Mississippi.

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Welsh, S.L., N.D. Atwood, L.C. Higgins, and S. Goodrich. 1987. A Utah Flora. Great Basin Naturalist Memoir No. 9.

APPENDIX A:

Subject Property Photos

Photograph 1. Sample point P1 11-11 which occurs just outside the boundary Of Wetland 4. This photo was taken October 11, 2003.

Photograph 2. *Distichlis spicata* (inland saltgrass, FAC) occurring in Wetland 2. This photo was taken October 11, 2003.

Photograph 3. Sample point P3 11-11, occurring in an upland area west of Wetland 4. This photo was taken October 11, 2003.

Photograph 4. Sample point P4 11-11, south of wetland 4. This photo was taken October 11, 2003.

Photograph 5. Sample point P5 11-11, south of Wetland 4. This photo was taken October 11, 2003.

Photograph 6. Sample point P6 11-11, south of Wetland 4. This photo was taken on October 11, 2003.

Photograph 7. Sample point P2 03-08, adjacent to Spring1 with showing effects of grazing. This photo was taken March 8, 2004.

Photograph 8. Sample point P1 03-08, Spring 1 showing effects of grazing. This photo was taken on March 8, 2004.

APPENDIX B:

Field Data Forms

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-22-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P1 10-22
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Eleocharis spp.	Assume FACW or wetter	50	H	*Elaeagnus angustifolia*	FAC	5	S/T
Scirpus americanus	OBL	20	H	*Tamarisk ramosissima*	FACW	95	S/T
Hordeum jubatum	FAC*	5	H				
Unknown fern 1	Assume FACW or wetter	5	H	Unknown grass 1	Assume FACW or wetter	20	H

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 4 / 4 = 100 %

Remarks: Wetland plants present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: 12 inches

Depth to saturated soil: 0 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
X Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Saturated, filling with water. Indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P1 10-22

SOILS

Map Unit Name (series & phase):	Sandy Alluvial Land	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Alluvium (Fluvent)	**Drainage Class:**	Poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-1	A	10 YR 2/2	--	--	silty loam, gravelly
1-14	B	7.5 YR 4/1	gley 3/10B	many, diffuse	sandy silty loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	____	**Listed on local hydric soils list**
X	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	Y

Rationale: All 3 criteria met. Sampling point located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-22-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P2 10-22
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Poa pasture	Assume FAC or drier	10	H	*Elaeagnus angustifolia*	FAC	5	S/T
Bromus tectorum	NL	80	H	*Tamarisk ramosissima*	FACW	90	S/T
Circium spp.	Assume FAC or drier	10	H	*Salix* spp.	Assume FACW or wetter	5	S/T

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 1/ 2 = 50 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks:

No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P2 10-22

SOILS

Map Unit Name (series & phase):	Sandy Alluvial Land	**Field Observations confirm Map type?**	Yes
Taxonomy (Subgroup):	Alluvium (Fluvent)	**Drainage Class:**	Poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-1	A	10 YR 5/2	--	--	Gravelly silty loam, subangular blocky
1-14	B	7.5 YR 6/2	--	--	Gravelly silty loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
____	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	____	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators not present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	N
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: All 3 criteria not met. Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-22-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P3 10-22
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Grindelia squarrosa	FACU	50	H				
Centaurea spp.	NL	20	H				
Poa pratensis	FACU	5	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 2 = 0 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P3 10-22

SOILS

Map Unit Name (series & phase):	Sandy Alluvial Land	**Field Observations confirm Map type?**	no
Taxonomy (Subgroup):	Alluvium (Fluvent)	**Drainage Class:**	Poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-3	A	10 YR 4/1	--	--	silty loam, subangular blocky
3-14	B	10 YR 2/1	--	--	silty loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	____	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present. Possible Magna series inclusion.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Only one criteria met. Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-22-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P4 10-22
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Eleocharis spp.	Assume FACW or wetter	40	H	*Lepidum perfolatum*	FACU-	5	H
Scirpus americanus	OBL	10	H	*Typha latifolia*	OBL	20	H
Hordeum jubatum	FAC*	15	H				
Juncus balticus	FACW	10	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 2 / 2 = 100 %

Remarks: Wetland plants present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ____

Arial Photographs: X

Other: ____

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: 0 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
X Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Saturated with water.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P4 10-22

SOILS

Map Unit Name (series & phase):	Sandy Alluvial Land	**Field Observations confirm Map type?**	no
Taxonomy (Subgroup):	Alluvium (Fluvent)	**Drainage Class:**	Poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	10 YR 2/1	10 YR 5/2	Few, distinct	silty loam, subangular blocky
2-14	B	7.5 YR 2.5/1	--	--	silty loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	____	**Listed on local hydric soils list**
X	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present. Possible Magna series inclusion.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	Y

Rationale: All 3 criteria met. Sampling point located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P1 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Poa pratensis	FACU	95	H				
Grindelia squarrosa	FACU	1	H				
Medicago lupulina	FAC	4	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 1 = 0 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P1 10-23

SOILS

Map Unit Name (series & phase):	Sandy Alluvial Land	**Field Observations confirm Map type?**	no
Taxonomy (Subgroup):	Alluvium (Fluvent)	**Drainage Class:**	Poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-3	A	10 YR 4/2	--	--	silty loam, subangular blocky
3-14	B	2.5 Y 4/1	--	--	silty loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	____	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present. Possible magna series inclusion.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P2 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Eleocharis spp.	Assume FACW or wetter	85	H	*Medicago lupulina*	FAC	4	H
Hordeum jubatum	FAC*	5	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 1 / 1 = 100 %

Remarks: Wetland plants present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P2 10-23

SOILS

Map Unit Name (series & phase):	Sandy Alluvial Land	**Field Observations confirm Map type?**	no
Taxonomy (Subgroup):	Alluvium (Fluvent)	**Drainage Class:**	Poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	10 YR 4/2	10 YR 6/2	common, diffuse	silty loam, subangular blocky
2-14	B	10 YR 3/1	2.5 Y6/2	many, diffuse	silty loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	____	**Listed on local hydric soils list**
X	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present. Possible Magna series inclusion.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	Y

Rationale: All 3 criteria met. Sampling point located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P3 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Grindelia squarrosa	FACU	8	H				
Centaurea spp.	NL	2	H				
Poa pasture	Assume FAC or drier	90	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 1 = 0 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other:

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P3 10-23

SOILS

Map Unit Name (series & phase):	Magna silty clay	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	Poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	10 YR 2/1	--	--	silty loam, subangular blocky
2-14	B	10YR 4/1	--	--	silty loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	X	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-22-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P4 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Centaurea spp.	NL	10	H				
Poa pasture	Assume FAC or drier	90	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 1 = 0 %

Remarks: Wetland plants not present/dominant.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P4 10-23

SOILS

Map Unit Name (series & phase):	Magna silty clay	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	Poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-1	A	7.5 YR 3/2	--	--	silty loam, gravelly
1-14	B	7.5 YR 3/1	gley 3/10B	many, diffuse	sandy silty loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	X	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P5 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Grindelia squarrosa	FACU	20	H	*Tamarisk ramosissima*	FACW	100	S/T
Hordeum jubatum	FAC*	30	H				
Unknown grass 1	Assume FAC or wetter	10	H				
Distichlis spicata	FAC+	40	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 3 / 4 = 75 %

Remarks: Wetland plants present/dominant.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Slight depressional area.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P5 10-23

SOILS

Map Unit Name (series & phase):	Magna silty clay	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	Poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, ect.
0-2	A	10 YR 2/1	--	--	silty clay loam, subangular blocky
2-14	B	10 YR 3/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
X	**Aquic soil moisture regime**	X	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	Y

Rationale: All 3 criteria met. Sampling point located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P6 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Grindelia squarrosa	FACU	1	H				
Medicago lupulina	FAC	49	H				
Poa pasture	Assume FAC or drier	50	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 1 / 2 = 50 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P6 10-23

SOILS

Map Unit Name (series & phase):	Magna silty clay	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	Poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	10 YR 3/2	--	--	silty clay loam, subangular blocky
2-14	B	10 YR 4/1	10 YR 3/1	common, diffuse	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	X	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P7 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Grindelia squarrosa	FACU	5	H	*Eleocharis* spp.	Assume FACW or wetter	10	H
Distichlis spicata	FAC+	2	H				
Poa pasture	Assume FAC or drier	3	H				
Hordeum jubatum	FAC*	80	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 1 / 1 = 100 %

Remarks: Wetland plants present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P7 10-23

SOILS

Map Unit Name (series & phase):	Magna silty clay	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	10 YR 3/1	--	--	silty clay loam, subangular blocky
2-14	B	2.5 Y 2.5/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
X	**Aquic soil moisture regime**	X	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	Y

Rationale: Sampling point located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P8 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Grindelia squarrosa	FACU	5	H				
Distichlis spicata	FAC+	10	H				
Poa pasture	Assume FAC or drier	80	H				
Hordeum jubatum	FAC*	5	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 1 = 0 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: – inches

Depth to free water in pit: >10 inches

Depth to saturated soil: >10 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P8 10-23

SOILS

Map Unit Name (series & phase):	Magna silty clay	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-3	A	10 YR 5/2	--	--	silty clay loam, subangular blocky
3-14	B	10 YR 3/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	X	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P9 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Distichlis spicata	FAC+	80	H				
Hordeum jubatum	FAC*	20	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 2 / 2 = 100 %

Remarks: Wetland plants present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Slight depression.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P9 10-23

SOILS

Map Unit Name (series & phase):	Magna silty clay	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-1	A	2.5 YR 4/1	--	--	silty clay loam, subangular blocky
1-14	B	2.5 YR 2.5/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
X	**Aquic soil moisture regime**	X	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	Y

Rationale: Sampling point located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P10 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Unknown grass 1	Assume FAC or wetter	95	H	*Elaeagnus angustifolia*	FAC	100	S/T
Hordeum jubatum	FAC*	2	H				
Juncus balticus	FACW	3	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 2 / 2 = 100 %

Remarks: Wetland plants present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Slight depressional area.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P10 10-23

SOILS

Map Unit Name (series & phase):	Sandy Alluvial Land	**Field Observations confirm Map type?**	no
Taxonomy (Subgroup):	Alluvium (Fluvent)	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-14	A/B	2.5 Y 4/1	2.5 Y 6/1	common, distinct	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	____	**Listed on local hydric soils list**
X	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	Y

Rationale: Sampling point located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P11 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Centaurea spp.	Assume FAC or drier	5	H				
Elymus intermedia	FACU	20	H				
Poa pasture	Assume FAC or drier	75	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 2 = 50 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P11 10-23

SOILS

Map Unit Name (series & phase):	Sandy Alluvial Land	**Field Observations confirm Map type?**	no
Taxonomy (Subgroup):	Alluvium (Fluvent)	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	10 YR 4/1.	--	--	silty clay loam, subangular blocky
2-14	B	10 YR 4/2	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	____	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present. Possible Magna series inclusion.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P12 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Unknown grass 1	Assume FAC or wetter	60	H	*Scirpus americanus*	OBL	10	H
Hordeum jubatum	FAC*	10	H				
Juncus balticus	FACW	20	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 2 / 2 = 100 %

Remarks: Wetland plants present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >15 inches

Depth to saturated soil: >15 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Indicators present. Dried algal mats present on surface.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P12 10-23

SOILS

Map Unit Name (series & phase):	Sandy Alluvial Land	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Alluvium (Fluvent)	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-3	A	10 YR 5/1	--	--	silty clay loam, subangular blocky
3-15	B	10 YR 4/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	____	**Listed on local hydric soils list**
X	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	Y

Rationale: Sampling point located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	10-23-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P13 10-23
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Centaurea spp.	Assume FAC or drier	10	H				
Elymus intermedia	FACU	80	H				
Poa pasture	Assume FAC or drier	10	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 1 = 0 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >12 inches

Depth to saturated soil: >12 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P13 10-23

SOILS

Map Unit Name (series & phase):	Sandy Alluvial Land	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Alluvium (Fluvent)	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	10 YR 3/2	--	--	silty clay loam, subangular blocky
2-12	B	10 YR 4/2	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
____	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	____	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators not present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	N
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	11-11-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P1 11-11
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Grindelia squarrosa	FACU	5	H				
Poa pasture	Assume FAC or drier	95	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 1 = 0 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >15 inches

Depth to saturated soil: >15 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P1 11-11

SOILS

Map Unit Name (series & phase):	Chipman silty clay loam	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine-silty, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-9	A	10 YR 3/1	--	--	silty clay loam, subangular blocky
9-15	B	2.5 Y 4/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	X	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	11-11-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P2 11-11
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Distichlis spicata	FAC+	100	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 1 / 1 = 100 %

Remarks: Wetland plants present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >18 inches

Depth to saturated soil: >18 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P2 11-11

SOILS

Map Unit Name (series & phase):	Chipman silty clay loam	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine-silty, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	2.5 Y 3/2	--	--	silty clay loam, subangular blocky
2-18	B	10 YR 3/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

___	**Histola**	___	**Concretions**
X	**Gleyed or low-chroma colors**	___	**High organic streaking in surface layer in sandy soils**
___	**Sulfidic odor**	X	**Organic streaking in sandy soils**
___	**Histic epipedon**	X	**Listed on local hydric soils list**
___	**Aquic soil moisture regime**	___	**Listed on national hydric soils list**
___	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	Y

Rationale: Sampling point located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	11-11-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P3 11-11
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Hordeum jubatum	FAC*	60	H				
Poa pasture	Assume FAC or drier	30	H				
Lepidum perfolatum	FACU-	10	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 1 / 2 = 50 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >18 inches

Depth to saturated soil: >18 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P3 11-11

SOILS

Map Unit Name (series & phase):	Chipman silty clay loam	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine-silty, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-3	A	10 YR 3/2	--	--	silty clay loam, subangular blocky
3-18	B	2.5 Y 4/2	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	X	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	11-11-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P4 11-11
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Hordeum jubatum	FAC*	35	H	*Medicago lupulina*	FAC	15	H
Poa pasture	Assume FAC or drier	45	H				
Lepidum perfolatum	FACU-	5	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 1 / 2 = 50 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >18 inches

Depth to saturated soil: >18 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P4 11-11

SOILS

Map Unit Name (series & phase):	Chipman silty clay loam	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine-silty, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	10 YR 3/3	--	--	silty clay loam, subangular blocky
2-18	B	10YR 4/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	X	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	11-11-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P5 11-11
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Hordeum jubatum	FAC*	15	H	*Medicago lupulina*	FAC	10	H
Poa pasture	Assume FAC or drier	75	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 1 = 0 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >18 inches

Depth to saturated soil: >18 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P5 11-11

SOILS

Map Unit Name (series & phase):	Chipman silty clay loam	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine-silty, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	2.5 Y 3/2	--	--	silty clay loam, subangular blocky
2-18	B	10 YR 4/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	Histola	____	Concretions
X	Gleyed or low-chroma colors	____	High organic streaking in surface layer in sandy soils
____	Sulfidic odor	X	Organic streaking in sandy soils
____	Histic epipedon	X	Listed on local hydric soils list
____	Aquic soil moisture regime	____	Listed on national hydric soils list
____	Reducing conditions		Other

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	11-11-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P6 11-11
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Hordeum jubatum	FAC*	25	H	*Medicago lupulina*	FAC	10	H
Poa pasture	Assume FAC or drier	60	H	*Circium* spp.	Assume FAC or drier	5	H

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 1 / 2 = 50 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >18 inches

Depth to saturated soil: >18 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P6 11-11

SOILS

Map Unit Name (series & phase):	Chipman silty clay loam	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine-silty, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-3	A	10 YR 4/2	--	--	silty clay loam, subangular blocky
3-18	B	10 YR 4/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	X	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	11-11-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P7 11-11
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Hordeum jubatum	FAC*	40	H	Eleocharis spp.	Assume FACW or wetter	20	H
Unknown grass 1	Assume FACW or wetter	20	H				
Juncus balticus	FACW	20	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 4 / 4 = 100 %

Remarks: Wetland plants present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >15 inches

Depth to saturated soil: >15 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P7 11-11

SOILS

Map Unit Name (series & phase):	Chipman silty clay loam	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine-silty, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-1	A	10 YR 5/1	--	--	silty clay loam, subangular blocky
1-18	B	10 YR 4/1	--	--	silty loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	X	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	Y

Rationale: Sampling point located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	11-11-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P8 11-11
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Poa pasture	Assume FAC or drier	100	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 1 = 0 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >15 inches

Depth to saturated soil: >15 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P8 11-11

SOILS

Map Unit Name (series & phase):	Chipman silty clay loam	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine-silty, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	10 YR 3/2	--	--	silty loam, subangular blocky
2-15	B	10 YR 4/1	--	--	silty loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	X	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	11-11-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P9 11-11
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Hordeum jubatum	FAC*	10	H				
Poa pasture	Assume FAC or drier	80	H				
Agrostis alba	FACW	10	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 1 = 0 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >15 inches

Depth to saturated soil: >15 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P9 11-11

SOILS

Map Unit Name (series & phase):	Chipman silty clay loam	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine-silty, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	poorly drained, somewhat poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-2	A	10 YR 3/2	--	--	silty loam, subangular blocky
2-15	B	10 YR 4/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	X	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	____	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	11-11-03
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P10 11-11
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Grindelia squarrosa	FACU	20	H				
Poa pasture	Assume FAC or drier	80	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 2 = 0 %

Remarks: Wetland plants not present/dominant. Heavily grazed.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: >14 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
___ Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: No indicators present.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P10 11-11

SOILS

Map Unit Name (series & phase):	Magna silty clay	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	Poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-1	A	10 YR 4/2	--	--	silty loam, subangular blocky
1-14	B	10 YR 3/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	X	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	N	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	03-08-04
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P1 03-08
Is the site significantly disturbed (Atypical Situation)?	Y	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
None present, see notes							

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 0 / 0 = 0 %

Remarks: No vegetation present/dominant. Heavily grazed. Pockmarked muddy area from grazing. Close to cropland (>5ft).

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: -- inches

Depth to free water in pit: >14 inches

Depth to saturated soil: 10 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
___ Inundated	___ Oxidized root zones
X Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
___ Drainage patterns	

Remarks: Indicators present, but could be from hoof prints and wet season.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P1 03-08

SOILS

Map Unit Name (series & phase):	Magna silty clay	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	Poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.
0-1	A	2.5 YR 3/2	--	--	silty loam, subangular blocky
1-14	B	10 YR 3/1	--	--	silty clay loam, subangular blocky

HYDRIC SOIL INDICATORS

____	**Histola**	____	**Concretions**
X	**Gleyed or low-chroma colors**	____	**High organic streaking in surface layer in sandy soils**
____	**Sulfidic odor**	____	**Organic streaking in sandy soils**
____	**Histic epipedon**	X	**Listed on local hydric soils list**
____	**Aquic soil moisture regime**	X	**Listed on national hydric soils list**
____	**Reducing conditions**		**Other**

Remarks: Indicators present.

WETLAND DETERMINATION

Hydrophytic vegetation present?	N	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	N

Rationale: Sampling point not located within a wetland. Don't believe saturated soil is typical of normal conditions. Also, area has been planted with crops before, so not likely to be a wetland.

Data Form
Routine Wetland Determination
(1987 COE Wetlands Delineation Manual)

Project/Site:	South Jordan City Property	**Date:**	03-08-04
Applicant/Owner:	South Valley Sewer District	**County:**	Salt Lake
Investigator:	Linda Jones / Laura Bennett	**State:**	Utah
Do normal circumstances exist on the site?	Y	**Community ID:**	P2 03-08
Is the site significantly disturbed (Atypical Situation)?	N	**Transect ID:**	
Is the area a potential problem area?	N	**Plot ID:**	

VEGETATION

Dominant Plant Species	Indicator	Percent Cover	Stratum	Dominant Plant Species	Indicator	Percent Cover	Stratum
Juncus balticus	FACW	20	H				
Scirpus americanus	OBL	80	H				

Percent of Dominant Species that are OBL, FACW, or FAC (excluding FAC-)? 2 / 2 = 100 %

Remarks: Wetland plants present/dominant. Heavily grazed, so sparse vegetation.

HYDROLOGY

Available Data

X **Recorded Data**

Stream Lake, or Tide Gauge: ___

Arial Photographs: X

Other: ___

___ **No Recorded Data**

FIELD OBSERVATIONS

Depth of surface water: 2 inches

Depth to free water in pit: 0 inches

Depth to saturated soil: 0 inches

WETLAND HYDROLOGY INDICATORS

Primary Indicators	Secondary Indicators
X Inundated	___ Oxidized root zones
X Saturated in the upper 12"	___ Water-stained leaves
___ Water marks	___ Local soil survey data
___ Drift lines	___ FAC-Neutral test
___ Sediment deposits	___ Other
X Drainage patterns	

Remarks: Spring fed hydrology.

Project/Site: South Jordan City Property **Community ID:** **Plot ID:** P2 03-08

SOILS

Map Unit Name (series & phase):	Magna silty clay	**Field Observations confirm Map type?**	yes
Taxonomy (Subgroup):	Fine, mixed, superactive, mesic Typic Calciaquolls	**Drainage Class:**	Poorly drained

PROFILE DESCRIPTION

Depth (inches)	Horizon	Matrix Color (Munsell Moist)	Mottle Colors (Munsell Moist)	Mottle (Abundance/Contrast)	Texture. Structure, Concretions, etc.

HYDRIC SOIL INDICATORS

____	Histola	____	Concretions
X	Gleyed or low-chroma colors	____	High organic streaking in surface layer in sandy soils
____	Sulfidic odor	____	Organic streaking in sandy soils
____	Histic epipedon	X	Listed on local hydric soils list
____	Aquic soil moisture regime	X	Listed on national hydric soils list
____	Reducing conditions	X	Other

Remarks: Assume indicators present based on hydrology.

WETLAND DETERMINATION

Hydrophytic vegetation present?	Y	**Hydric soils present?**	Y
Wetland hydrology present?	Y	**Is this sampling point a wetland?**	N

Rationale: Sampling point located within a wetland.

SWCA
ENVIRONMENTAL CONSULTANTS

SOUTH JORDAN CITY
CITY COUNCIL MEETING

April 6, 2004

Present: Mayor Kent Money, Council Member Dave Colton, Council Member Ann Gayheart, Council Member Brad Marlor (electronically), Council Member Mary Wenner, Council Member Leona Winger, City Manager Rick Horst, Deputy City Manager Steve Noble, Administrative and Development Services Director Gary Whatcott, Senior Planner Greg Schindler, City Treasurer Larry Ipson, City Council Assistant MaryAnn Dean

Others: Elsie Beckstead, Roy Bouck, Joyce Bouck, Terry Bouck, Jeremy Beckstead, Andrew Arveseth, William Cook, DJ Muffer, Nickolas Poll, Zachary Broadhead, Taz Khoul, Kyle Kltou, Scott Knight, Maralyn Colton, Craig White, Wayne H. Ballard, Jean Bateman, Luane Jensen, Carma Bailey, Ken Boldwyn, Lisa and Carol Stocking, Mike Carter, Dwayne Woolley, Gary Earley, Marjean Nielson, Richard Nielson, Candy Ponzurick, Debbie Jackson, Brad Holty, Brayden Benghen, Trevor Tolman, Jeff Walton, Kari Ohrn, Chris and Dave Dewey, Michael Rory, Bob Gowans, Russell Roberts, Kim M. Burgon, Brent Robison, Scott and Barbara Soulier, Christine Southwick, Elaine Carter, Greg Cazier, Van Palmer, Jody Basha, Andrea and David Doman, Dave Aleman, Kathie Johnson, Joe Fullmer

6:30 P.M.

REGULAR MEETING

I. INFORMATIONAL ITEMS AND OTHER BUSINESS

A. CALENDARING ITEMS

Council Member Gayheart said the Historical Committee is working on presenting *Grave Encounters* to be held June 4th and 5th, 2004.

The Council discussed the Daybreak ground breaking.

B. COMMENTS FROM MAYOR AND MEMBERS OF THE CITY COUNCIL

1. Committee Reports

Council Member Winger congratulated Council Member Wenner on her new baby. Council Member Wenner introduced Stratten James.

Council Member Wenner said the Arts Council will be electing a new chairman. She said they will be doing a play in September and will try to make that part of Country Fest.

Council Member Wenner said Rowland Arnold is serving as the chairman of the Senior Citizens Committee. She said he would like to keep the programs running as it has been. She said Mr. Wiley is working on the brown bagging program. Mrs. Wiley is working on the travel plans and bus coordination for the Seniors. CM Horst said staff feels the overall responsibility to run the Seniors program was too burdensome for one person. He said they are trying to assign smaller segments to the volunteers. Council Member Wenner said she needs to know staff's responsibilities regarding the Seniors.

7:00 P.M.

II. GENERAL BUSINESS

A. Welcome, Roll Call, And Prayer

Mayor Money welcomed everyone present. All members of the City Council were present. Mayor Money noted that Council Member Marlor will be joining the meeting electronically, at a later time.

CM Horst offered the opening prayer.

B. Pledge Of Allegiance

Nickolas Poll, led the audience in the Pledge Of Allegiance. Scout Troops 823, 1860, and some other scouts (troop not provided) were introduced.

Mayor Money announced the death of Marjorie Hinkley. He asked that the City send their condolences to President Hinkley.

C. Motion To Approve Amended Items, If Any

Mayor Money said he would like to go into the Redevelopment Agency meeting directly after the Summary Action Calendar.

Council Member Gayheart made a motion to amend the April 6, 2004 City Council agenda, as stated. Council Member Colton seconded the motion. The vote was unanimous in favor, with Council Member Marlor absent.

D. Minute Approval

1. None.

III. AWARDS, PRESENTATIONS

A. Districts Scouts Presentation

This item was done later in the meeting.

B. Public Excellence Certificate Series Graduates

Mayor Money presented Public Excellence Certificates to: Matt Winward, Candy Ponzurick, Gary Earley, Jason Rasmussen, and Shane Greenwood.

A. Districts Scouts Presentation

Luane Jensen, introduced Bob Gowans (District Scout Executive for the Salt Lake City Council), and Mike Ray (District Chairman).

Mike Ray, expressed appreciation for the City's help with the Scouting For Food Drive. He said in the South Jordan District, they collected 42,824 items of food (21½ tons). He said the food was donated towards the needy. He presented a plaque to the City. Mayor Money recognized the work of Luane Jensen for the Scouting for Food Drive. Mr. Ray presented a plaque to Ms. Jensen.

IV. CITIZEN REQUESTS

Merrill Riggs, 9985 S. City Life Cir., said he represents 10 property owners on City Life Circle, and 4 on Dunsinane Drive. He said they have some secondary water connections to an unreliable gravity fed system. He said some have no secondary water at all. He said they were approached with a proposal to connect them to the pressurized secondary water system in Ashford Acres. He said the residents would pay the cost of that connection. He presented a petition to DCM Noble, signed by 13 of the 14 property owners, stating that they wish the systems to be connected. He presented checks from 11 of the residents to cover that expense. He said they are concerned with the amount of culinary water that is being used.

Council Member Wenner expressed appreciation for the work that Mr. Riggs has done.

Craig White, South Valley Sewer District General Manager, introduced the Sewer Board. He said they have been discussing the purchase of 40 acres of City owned property for the past year. He submitted an earnest money offer to the City for that property.

Mayor Money said it has been a pleasure working with the Sewer Board. He said there are concerns about the type of facilities that the District operates, but they provide a tremendous public service.

Kyle Kltou, asked if there would be any gymnastics/tumbling buildings in the City. CM Horst said there would be a room for gymnastics in the Aquatic Center. He said it will be awhile before they have classes and instructors.

Roy Bouck, 947 W. 10400 S., referred to a plot plan of K and L Investments, which is Baxter's commercial property. He said they have built within 8 ft. of the property line. He said Mr. Baxter put in 6 ft. walls, but the ground level was raised 3 ft. He said the needed fence protection is not there.

Senior Planner Schindler said the Ordinance requires K and L investments to have a 6 ft. wall measured from 5 ft. away. He said the pad was built higher for drainage. He said they would have to remove the fill. He said they could only heighten the fence with City Council approval. Mr. Bouck said they can't move the dirt because the sidewalk is installed.

Senior Planner Schindler said the contractor will raise the fence, but they do not want to bear the additional cost because they will meet Ordinance by moving the dirt. Mayor Money said the problem needs to be fixed. Senior Planner Schindler noted that the parking lot will be 10 ft. away from the property line.

Council Member Wenner asked if any precautions can be taken to make sure that this does not happen. She said these problems occur, on occasion.

CM Horst said fences are not always built in the right location, and that can't be used to determine proper setback. He said the developer will be required to remove the additional dirt, even if it means removing the sidewalk. He said the developer may choose to build up the wall. He said the problem has to be resolved.

Mayor Money said they should look at the Ordinance regarding where the fences are placed relative to the grade of the property. He said when fencing is meant to be screening walls, and then they are dug into the ground, it is not sufficient. He discussed concern about the substation on 11800 South. He said the wall on the west side is not sufficient. He said they need to create an Ordinance that protects them. Administrative and Development Services Director Whatcott said staff would address the issue.

V. SUMMARY ACTION CALENDAR

Council Member Marlor joined the meeting, electronically, at this time.

A. A Resolution Designating "Alternative 4" Of The 11400 South Environmental Impact Statement (EIS) As The South Jordan City Council's Preferred Alternative As Presented By The Utah Department Of

Transportation (UDOT), March 30, 2004, In the City Of South Jordan, Utah

B. A Resolution Adopting The Amended Personnel Policies And Procedures Manual And The New Employee Handbook And Payroll Policies And Procedures Manual

C. A Resolution R2004-14 Of The Legislative Body Of The City Of South Jordan Authorizing The Amendment Of That Certain Interlocal Agreement Creating The Valley Emergency Communications Center (VECC) To Add Additional Members

Council Member Colton made a motion to approve the Summary Action Calendar. Council Member Winger seconded the motion. The vote was unanimous in favor.

VI. SUMMARY ACTION ITEMS HELD OVER

None.

Council Member Gayheart made a motion to go into a Redevelopment Agency meeting. Council Member Winger seconded the motion. The vote was unanimous in favor.

Redevelopment Agency Meeting – separate set of minutes.

Board Member Colton made a motion to adjourn the Redevelopment Agency meeting, and go back into City Council meeting. Board Member Winger seconded the motion. The vote was unanimous in favor.

VII. PUBLIC HEARINGS AND POTENTIAL ACTION ITEMS

A. Public Hearing – File #LUA-2004-04, Resolution #R2004-09 Amending The Future Land Use Plan Map From Recreation-Open Space To Low-Density Residential For Approximately 39.27 Acres Generally Located At 10100 South 650 West

Senior Planner Schindler reviewed the background information on this item.

CM Horst showed a map of the property in question. He showed a map of lands dedicated to open space (just under 300 acres), with the exception of Mulligans golf course. He said the owners of Mulligans approached the City to rezone their land to office/commercial. He said the City asked for a first right of refusal on the property. He said they recognize the dilemma faced by the Sewer District. He said one reason they are looking at this project is to use the revenues to purchase Mulligans, and preserve the green belt. He said they are proposing a high scale development. He said they would put a recreation conservation easement on the Mulligans property to ensure that it remains as

a greenbelt. He showed a concept plan of the proposed subdivision. He said they have pulled off the river significantly. He said they determined to have access into the subdivision through Baxter Drive so they do not have traffic going in front of any existing residential homes. He said they are also rigorously pursuing alternatives for a sewer plant site. He commended the Sewer District for what they are doing. It was noted that the proposed subdivision would have 89 lots.

Mayor Money opened the public hearing.

Carma Bailey, 1331 W. 10250 S., asked where is the property that the Sewer District gave an earnest money agreement for? Mayor Money said it is the same property. The District submitted an earnest money agreement for that property.

Ms. Bailey asked if there is a Sewer Plant planned in the Daybreak development? CM Horst said not at this time. He said there could be in the future. Mayor Money said Kennecott has agreed to use the South Valley Sewer District, or build a new one.

Richard Nielson, 561 W. 10000 S., recommended that the City change the approximate address on this application from 650 W. to *800 W.* CM Horst concurred.

Mr. Nielson said their property borders the Jordan River. He said a sewage treatment plant anywhere in the Jordan River Valley is inappropriate. He said he understands the logics regarding the economics for the location of the sewage treatment plant. He said putting the sewage treatment facility in the Jordan River Valley ignores the value of the river waterway property. He said riverfront properties are the most valuable resources, unless there was expected flooding. He said that is the case everywhere but here. He said they are committing a portion of their property to wildlife improvement. He said he is concerned that the surrounding properties would be devalued by the sewage treatment plant. He said there is a reason to protect the property, but it is not necessarily a reason to just exclude the Sewer Treatment Facility. He said he is concerned about the aquifer in South Jordan City. He said there will be serious trouble, if they don't solve the water supply problems. He referred to water problems in other parts of the Country. He said when the aquifer dries out, cracks start in the ground and go to the surface and then they have an open connection to the surface from several hundred feet down. He said the plan proposed by Kennecott and Jordan Valley Conservancy District draws the water level down on the aquifer. He said the people will not be able to draw well water because of the spread of contamination. He said if the aquifer is not protected, the process will continue. He said the only solution is recharging the aquifer. He said the Sewer Plant should be near the base of the Oquirrh Mountains. Mayor Money said they could pump the affluent up there. Mr. Nielson said there is no economic advantage gained by pumping water treated in the river valley if they have to pump it up to the base of the mountain to recharge it. He said he will meet with anyone to discuss this issue further. He said they should not rezone this property just so the District will move their request for land somewhere else in the Jordan River Valley.

Kim Burgon, 10201 S. 1300 W., said he is open to the proposal, if the money from the development is used to save property closer to 10600 South. He said he thought they could not do a development with one entrance, and the proposal appears to have only one entrance. CM Horst said there will be stub roads, but the subdivision is only concept at this time.

Greg Cazier, 928 W. Melody Ct., said he was surprised at the lack of planning from the Sewer District. He said the Division of Water Quality said it was highly unlikely that they could discharge water from the Sewer Plant into the river. He said the Corps of Engineers said it would be extremely unlikely to get approval to build such a facility in the river bottoms. He said the river bottoms is an area with high liquefaction; in the event of an earthquake, there would be substantial damage. He said sometimes engineering reports are written by people that will be hired to design such a facility; it is not an unbiased point of view. He said he is not greatly in favor of developing the river bottoms residentially, but it could be an asset rather than a liability. He said the Sewer Plant is a liability.

Craig White, South Valley Sewer District, read a prepared letter (Attachment A).

CM Horst cautioned that no closed meeting details should be stated publicly. Mayor Money noted that he was not present at the Sewer District's closed meeting today.

Janet Witherspoon, 962 Harmony Row Cir., said she appreciated Mr. White's comments because it was informative at how this situation developed to this point. She said she is concerned at the lack of citizen input until after an offer had been made on that property. She said she does not want a sewer plant on the property. She said there is great value in the natural resource that cannot be reclaimed once any development goes in there. She said she would rather have a subdivision over a sewer plant. She said she is concerned that the City is developing the subdivision, and asked if it would open up the rest of the property for other development in the river bottoms?

Mike Carter, 897 W. Holly Crest Dr., said he represents a large group of concerned citizens relative to the sewer treatment plant. He said the District withdrew their offer. He said an independent appraisal was done on the property. As part of the appraisal process, the highest and best use had to be evoked. He said to have a value of $1.5 million, it would have to be an A-5 or Industrial zone. He said from a residential standpoint, the value would be closer to $9-10 million. He said the sewer plant proposal is not an extension of the West Jordan facility; it is a new District facility. He said he understands there is a rule that sets forth regional sewage treatment facilities in the Salt Lake Valley. That rule must be changed by the State of Utah through the Legislative process for any new facilities to be considered. He said the growth in West Jordan is pushing the District to look for the additional property. He said South Jordan will contribute to that and another regional facility may need to be built, but it should not be done in the Jordan River Valley. He said he understands that the West Jordan facility has the same amount of land to build the same number of facilities that could be built on the land in South Jordan. He said if the existing facility were built out, that would give the District time to

look for an appropriate site, if a new facility is needed. He said that would also give them time to use new technology in the future for a sewer plant. He said the City does have the right to develop their property. He said there is the potential for several commercial developers being interested in the Mulligans golf course, and the City is being proactive to save the facility. He said that is good for all of South Jordan; it is the Gateway into the City. He said if a sewage treatment facility is located on the proposed property, the surrounding property values will be impacted. He said that will impact the City as well as the County relative to revenues collected from property taxes. He said he figures property values will be affected from the freeway to 1300 West.

Joe Fullmer, 1821 W. 9640 S., asked if the City currently owns the proposed property? He was told yes. Mr. Fullmer asked what is the Mayor's conflict of interest? Mayor Money said he is the Mayor of South Jordan and he is South Jordan's representative, as a Board Member, for the South Valley Sewer District. Mr. Fullmer said little comment has been made regarding zoning; it has been centered around the sewer plant. He said he is against the rezoning because the expressed intent is to raise the property value so the Mulligan's area can be purchased. He said they will have to wait for that property to mature before it can be developed. CM Horst said they are purchasing the golf course so it will remain as a golf course.

Ken Olsen, said he supports the zone change. He said the City needs to get its value out of the property. He said he was in negotiations with Peter Coates on his property, which is not as good of a piece as the City parcel. He said he was paying close to $9-10 million for that property. It was noted that the Coates property was zoned R-1.8.

Scott Soulier, 10281 S. 1000 W., said Mr. White complained that the District did not get advance notice regarding this proposal. He said he did not appreciate that the citizens were given literally days of notice, after months of private and secret negotiations. He said he objects to Mr. White's characterization of fairness.

CM Horst said the presentations made by the Sewer District were done in a closed meeting, at the District's request. He said to reveal those negotiations would reveal the discussions that took place in those sessions. He said to reveal that information, it would take the approval of this body and all of the participants in the closed session. He said it was requested that the City not share that information.

Mr. Soulier said this is a nation for, of, and by the people. CM Horst agreed, but said that is how the State law is written.

Brent Dabb, 10241 S. Springcrest Lane, said he can't believe residents contiguous to the proposed property did not participate or have some involvement. He said he does not believe this is the only location for a sewer plant. He said he supports the housing. He said he would like to work with the City on a road going into his property. CM Horst said that is still possible; the subdivision is just concept at this point.

CM Horst said the City is required to have public hearings if they sell more than one acre. He said they also have to have public hearings for development proposals. He said public hearings would have also been held with the State agencies. He said there would have been 6-10 different public hearings before a sewer facility would have been built.

Dave Aleman, 10227 S. 1000 W., said he also owns a vacant lot two blocks east. He said he feels it is unfair to have a devaluation of property. He said they support the rezoning.

Mayor Money closed the public hearing.

Council Member Colton asked why the Planning Commission voted to deny this 4-0?

Dwayne Woolley, said they were required to take a vote. He said they did not have sufficient information to vote in favor of the action. He said they did not have the rationale behind the whole change. He said they did not know about Mulligans.

CM Horst said they were asked by the District to not go public with the information until they were ready. He said they were not allowed to release the Mulligans information because of competitors, etc. He said because the City is making a good faith effort towards the purchase of Mulligans, the City was able to disclose the information and go public.

Van Palmer, 10148 S. 1000 W., said it is time for the people to take this back into their own hands. He said he does not like the closed meetings. He said they should stand up and represent the people. He said there are many places that the sewer plant can go. CM Horst said they cannot make decisions in closed meetings, but they can discuss certain things.

Council Member Marlor said the first earnest money agreement was pulled by the Sewer District. CM Horst said when the application was pulled, the City knew that the District was reviewing some of the issues. He said there was some questions on their study data. Council Member Marlor said the City has a right to act on their property.

Council Member Winger said there was no proposal on the table for a sewer plant when she came on the Council. She said she is looking after the best interests of the residents. She said they have to have sewer plants, but there are other places that the plant could go. She said she was disappointed with the threat of a lawsuit. She said she will help find another place for the sewer plant. She said they should work together. She said she is opposed to the sewer plant in this location.

Council Member Wenner said there are still some questions regarding the sewer plant that have not been answered. She asked why the West Jordan site cannot be expanded? She asked what makes the people in West Jordan have more of a say over the land use than people in South Jordan? She said she cannot imagine that it would not be more cost effective to expand the plant, rather than building another satellite plant. She said she still

has a lot of questions regarding sewer in the Daybreak development. She asked why don't they work on something that will happen sooner in the Daybreak development?

Council Member Gayheart said they did have 1-2 closed meetings with the District. She said it is not the City's job to communicate what the District wants to do with that property. She said the District indicated that they would hold public hearings and that has not been done. She said she would like to save Mulligans and keep the area as open space. She said they don't have the money that it would take to save Mulligans, without doing this project.

Council Member Winger indicated that she would like to hear more of Mr. Nielson's water presentation. She said the District should take advantage of his expertise and recommendations.

Mayor Money said he knew there would be concerns when the idea of a use for the river bottoms was brought up. He said it is an extremely sensitive area. He said they have to deal with sewer issues, but they should not have to bear the total burden of solving the District's problems. He said they are adding to those problems. He said he hopes they have not exhausted a working relationship with the District to resolve this issue. He said he was sad to hear that the District is throwing out legal recourses at this time. He said he resents the statement that the City is changing the use and the value of the property to extract more money from the District, and ultimately the residents of South Jordan. He said he wants to keep Mulligans as recreation/open space. He said he would hate to see the area developed commercially. He said this proposal, as well as the revenues generated by Mulligans, would give them a source to buy Mulligans. He said they are looking at greater use of the property. He said he believes the subdivision will be a desirable development. He said he is very much opposed to the development of single family residences, if they can't buy Mulligans.

Council Member Marlor made a motion to approve Resolution R-2004-09. Council Member Colton seconded the motion. The vote was unanimous in favor.

Council Member Wenner made a motion to take a break. Council Member Winger seconded the motion. The vote was unanimous in favor.

C. Public Hearing – File #REZ-2004-06-Z, Ordinance #2004-06-Z Amending The City's Zoning Map From A-5 To R-2.5 For Approximately 39.27 Acres Generally Located At 10100 South 800 West

Senior Planner Schindler reviewed the background information on this item.

Mayor Money opened the public hearing.

Dwayne Woolley, 1962 W. Ingot Way, recommended that they consider leaving the bottom acreage as open space, the upper section as R-2.5. CM Horst the open space is part of the environment of the PUD.

Craig White, South Valley Sewer District, requested that the letter read under item A be attached to this section (Attachment A). He said they hope to continue to have an excellent working relationship in the future.

Richard Nielson, 561 W. 10000 S., said the preservation of the aquifer resource is a more significant problem than the location of the sewer plant or the assignment of an area for residential purposes.

Mayor Money closed the public hearing.

D. Potential Action Item – (See VII. C.)

Council Member Wenner made a motion to approve Ordinance #2004-06-Z. Council Member Colton seconded the motion. The vote was unanimous in favor.

E. Public Hearing – File No. Sub Amend-2004-01, Subdivision Amendment For Daybreak Phase One, Amending Lot M-104 Located At Approximately 11260 S. 4600 West, Zoned PC

Senior Planner Schindler reviewed the background information on this item.

Mayor Money opened the public hearing. There were no comments. He closed the public hearing.

F. Potential Action Item – (See VII. E.)

Council Member Gayheart made a motion to approve File No. Sub Amend-2004-01, Subdivision Amendment For Daybreak Phase One, Amending Lot M-104 Located At Approximately 11260 S. 4600 West, Zoned PC. Council Member Winger seconded the motion. The vote was unanimous in favor.

VIII. DISCUSSION/POTENTIAL ACTION ITEMS

A. Application To Appeal The City's Development Code On Allowed Signage, Located At 3642 West 9800 South, Carriage Crossing Retail Center, Great Clips, DBA Fifth Avenue Ventures

Senior Planner Schindler said the applicant wants to put up an inflatable balloon, which is not currently allowed. He said they have already purchased the apparatus. He said if they allow this balloon, it would give the indication that those types of things are allowed in the City. He said it is currently not allowed for any period of time.

Council Member Winger made a motion to deny the Application To Appeal The City's Development Code On Allowed Signage, Located At 3642 West 9800 South,

Carriage Crossing Retail Center, Great Clips, DBA Fifth Avenue Ventures. Council Member Wenner seconded the motion.

Council Member Colton said he wants businesses to be able to succeed. Council Member Wenner said this would open up the door to many other requests.

The vote was 4-1 in favor, with Council Member Colton opposed.

B. Consideration For Adoption Of A Resolution Approving The Adoption By The Municipal Building Authority Of The City Of South Jordan, Utah Of A Parameters Resolution Authorizing The Issuance Of Not More Than $12,500,000 Lease Revenue Bonds, Series 2004; And Related Matters

CM Horst said this is the first step in the bonding procedure. He said this is for the purchase of Mulligans. He said it does not bind the City to anything; it just sets the parameters. He explained the variable interest rate that would be applied.

Mayor Money said he is concerned about the time parameters. CM Horst said that is set by the sellers, in part. He said they are hoping to close on the property in late July or August.

Council Member Winger asked what would happen if this property gets tied up in court. CM Horst said he does not feel that will happen.

CM Horst said the general obligation bonding is $0. He said the only security they are using is the property itself.

Council Member Colton made a motion to approve A Resolution Approving The Adoption By The Municipal Building Authority Of The City Of South Jordan, Utah Of A Parameters Resolution Authorizing The Issuance Of Not More Than $12,500,000 Lease Revenue Bonds, Series 2004; And Related Matters. Council Member Winger seconded the motion. The vote was unanimous in favor.

ADJOURNMENT

Council Member Colton made a motion to adjourn the City Council meeting, and go into a Municipal Building Authority meeting. Council Member Winger seconded the motion. The vote was unanimous in favor.

Municipal Building Authority Meeting – separate set of minutes.

Board Member Winger made a motion to adjourn the Municipal Building Authority meeting. Board Member Gayheart seconded the motion. The vote was unanimous in favor.

ADJOURNMENT

The April 6, 2004 City Council meeting adjourned at 10:32 p.m.

This is a true and correct copy of the April 6, 2004 City Council meeting minutes, which were approved on April 20, 2004.

C. L. Ponzurick

South Jordan City Recorder

SOUTH JORDAN CITY
CITY COUNCIL BUDGET WORKSHOP MEETING

April 28, 2004

Present: City Manager Rick Horst, Council Member Dave Colton, Council Member Ann Gayheart, Council Member Brad Marlor, Council Member Leona Winger, Deputy City Manager Steve Noble, Public Safety Director Lindsay Shepherd, City Treasurer Larry Ipson, City Council Assistant MaryAnn Dean

CM Horst reviewed the General Fund Revenues. He discussed the creation of the Fleet Management Department. He said they have a facilities manager that will manage all of the buildings, rather than leaving that to individual departments. He said the licensing and permits will increase because of Daybreak. He said they have budgeted conservatively.

Council Member Gayheart noted that the vehicle allowance had dropped. CM Horst said only 4 employees have a vehicle allowance, rather than 7 or 8. He said there are also less employees in his budget.

The Council discussed the attorney applications. CM Horst said they have good applicants with good experience.

The Council discussed the police budget. It was noted that 5 new officers would be hired. Four of the officers are being paid through the fast grant program. It covers 100 percent of the salary the first year, 75 percent the second year, and 50 percent the third year. The fifth officer will be in the schools and the salary is covered 100 percent for almost three years. That person will help with the DARE program.

CM Horst said they will be hiring a construction inspector, an Engineer In Training, and a building inspector. He said they are all in the budget, and the budget is balanced. He said they will also be adding a fleet technician, a water maintenance person, and one person in the water administrative department.

The Council reviewed the Recreation Programs Fund as well as the River Park Special Improvement District Fund. CM Horst said they are heavily subsidizing the recreation center in this budget. He said in next year's budget, they hope to only subsidize 20-30 percent, and not subsidize at all the following year.

CM Horst discussed the Mulligans golf course. He said the purchase price is $10,400,000. He noted a change in the Contribution to Fund Balance line item; that number should be closer to $600,000. He said the revenue is made with the miniature golf and the baseball batting cages. He said the profit margin on the golf course is low. They make the most money on the driving range. He said the value of the property is based on the land, the building, and some inventory from the Pro Golf Shop. He said there is $220,000 budgeted to make some modifications to Mulligans. He said there

would be a variable rate on the bond; they will watch the market and lock when they are ready. He said he would like to buy down as much debt as possible, and then lock it. He said it has a 10 year call and is a 20 year bond. He said the City will likely get an AA rating. He said they want to expand the concessions at the golf course. The bond will close on June 27th. He said they would like to take over operations on July 1, 2004. He said they will be keeping all of the employees, and keeping the name Mulligans. He said they are thinking of calling it Mulligans at South Jordan, with the City tree logo.

CM Horst said they are not increasing the storm drain fee or the street lighting fee. He reviewed the waste collection fees. He said though the fees are decreasing, they may want to keep 5-10 cents, per household, per month to cover the increasing gas costs. He said the recycling fee is being reduced. He noted the reduction in the secondary water rate. He said that may change depending on the City's decision regarding a secondary water system. He said the base cost of water is increasing, but it is a pass through from the Jordan Valley Water Conservancy District.

Council Member Winger said at some point, she would like to propose a Youth Council. She said they would need a budget of about $3,000.

CM Horst said there is $87,000 in the Glenmoor budget. He said he has asked Council Member Wenner help him determine what projects to use the money on.

CM Horst discussed street lighting. He said people do not want to wait for the 5 year plan. He said the big cost is electricity. He said they will fall behind in the third year of the plan because the electricity rates have gone up. He proposed that they do an interfund loan from the Parkway Care Trust fund to pay for all of the street lights, and finish the program. He said they can pay back the Parkway Care Trust Fund over time. He said they would need about $900,000. He said the current street light fees would stay in place until the loan is paid back.

CM Horst said the City has not proposed a property tax increase for 14 years. He said they should consider a 5 % property tax increase dedicated to parks and open space. He said they would hold public hearings as part of the process. He said he feels the public would support an increase for open space.

Council Member Winger asked if they want to increase the property tax for open space and then do it again for secondary water? CM Horst said he does not feel they will be ready for the secondary water property tax increase for 3-5 years.

Council Member Winger discussed a park that some residents would like by the water tank on Bangerter Highway at approximately 10200 South. CM Horst said he cannot support it because of other park and open space uses in the area. He said the property tax increase for parks and open space could be used for the purchase of land as well as maintenance costs. Council Member Colton asked if the money could also be used for secondary water reservoirs. CM Horst said yes, if they were underground and they landscaped the top. DCM Noble said they do not want tanks for holding ponds for

secondary water, and they do not want to use secondary water for a park purpose. CM Horst said they would hold hearings for the property tax increase, but it would not go to a vote. He noted that commercial users would pay more if they do a property tax increase. City Treasurer Ipson said the residents would be able to write off the property tax increase. Council Member Gayheart said she would want some of the money specifically set aside for land purchases.

The Council discussed the City debt, which is in the $66 million range. CM Horst said they have no general obligation debt, and an AA bond rating.

CM Horst said they will not go over the 18 percent maximum allowed in the reserves, nor will they have to tap into the reserves.

CM Horst showed a concept plan for the Boyer project at 11400 South Bangerter Highway. He said Super Target and Costco could bring in $1 million a year to the City. The Council discussed the revenues being received from the auto dealerships.

CM Horst said they may sell the property in the river bottoms, and let another developer build the homes. He said there is a lot of interest on the housing project behind the South Jordan Elementary School. He said they are looking at a density of 6-8 units per acre.

ADJOURNMENT

The April 28, 2004 City Council meeting adjourned at 8:08 p.m.

This is a true and correct copy of the April 28, 2004 City Council meeting minutes, which were approved on May 4, 2004.

C. L. Ponzurick

South Jordan City Recorder

Council Member Gayheart made a motion to approve the Summary Action Calendar. Council Member Marlor seconded the motion. The vote was unanimous in favor.

VI. SUMMARY ACTION ITEMS HELD OVER

None.

VII. PUBLIC HEARINGS AND POTENTIAL ACTION ITEMS

A. Public Hearing – Budget Of South Jordan City For Fiscal Year 2004-05. Staff Presentation By City Manager Horst

CM Horst gave a budget presentation (Attachment B). He highlighted key issues and changes to the budget. He noted a reduction in secondary water, garbage, and recycling rates. He said the anticipated water rate increase is not needed.

Council Member Winger asked if they are reducing the Mulligans bond, as they had originally planned? City Treasurer Ipson said that will happen as they sell the property. CM Horst noted that the bond has a variable rate so they can pay down the debt. He said they can lock on the fixed rate when needed. He said if they lock now, they can't pay down the debt. Council Member Marlor said the variable rate is lower than the fixed rate.

Council Member Winger said in the MBA fund, it is showing a 2004 revenue bond. City Treasurer Ipson said it is representing the bond that they will have with the golf course. He said the cost is currently estimated. He said it does not affect the General Fund.

Council Member Gayheart asked where the Historical Committee budget is located? CM Horst said it was part of the amendment in the Historical Preservation Fund.

Mayor Money said he would like to see more money budgeted for main street activities and not as much for Country Fest. He said the main street activities are ongoing year round.

Council Member Gayheart said the Historical Committee is doing a booth at the County Fair. CM Horst said the money for the booth comes out of a different budget.

Mayor Money opened the public hearing.

Bryce Atkinson, 10138 S. Dunsinane Dr., said in the Parks and Streets budget, there was no money set aside for water purchases for watering city parks. He said staff said some parks have meters, some do not. He said staff said that the park meters are not read. He estimated that it costs the City $1,400 a year per acre to water the parks. He said those using secondary water are not paying their fair share for the cost to water the parks. Those who use culinary water outdoors are paying more than their fair share. He said they need to meter that water used in City parks. CM Horst said it does not make sense to

meter a system that they will be changing over to secondary water. Mr. Atkinson agreed, if the secondary water system is done in the next year or two.

Mayor Money said the City should look into it because there is a return justification to install the secondary water system. CM Horst said the goal is to get the large parks on secondary water. Council Member Colton said the smaller parks that use culinary water should be metered.

Mr. Atkinson said he hopes the additional employee added to the water department is trained in backflow prevention inspections. He said they need legal connections in the City. CM Horst said the employees are State certified, and every new water connection is inspected. He said they have no legal right to inspect the private secondary water systems.

Mr. Atkinson said it appears staff was reduced by 33 percent. He said he hopes they have the same level of service. CM Horst said secondary water personnel have not been reduced.

Mr. Atkinson said there is no capital equipment costs in the culinary water budget, but the revenue is higher. CM Horst said the culinary water budget has carried the load of capital equipment costs in the past. He said this is the first year that the secondary water budget has had to cover some of those costs.

Council Member Gayheart asked about a pamphlet that staff was going to do that outlined what kinds of plants do better with secondary water. CM Horst said they have a link to the Jordan Valley Water Conservancy District. He said it outlines drought friendly plants. He said it is not specific to secondary water because the make up of that water changes from year to year.

Mr. Atkinson asked about a reserve account. CM Horst said they have a fund balance that is not appropriated with this budget.

Mayor Money closed the public hearing.

B. Potential Action Item – (See VII. A.)

Council Member Gayheart asked about the increase in alcohol licenses? CM Horst said the increase is because it requires more public safety demands. They discussed the increase in preliminary and final subdivision approval, and the increase in engineering review fees.

Council Member Colton made a motion to approve Resolution #2004-20. Council Member Marlor seconded the motion. The vote was unanimous in favor.

Council Member Colton amended his motion to include a change in paragraph 4, line 2, from May 6, 2003 to *May 18, 2004.* Council Member Marlor seconded the motion. The vote was unanimous in favor.

C. Public Hearing – An Ordinance Amending Portions of the Planning And Zoning Ordinance, Title 17, Of The South Jordan Municipal Code To Allow Residential PUD's or Condominiums On Parcels 5 Acres Or Larger In Area In The Residential R-M Zone And Deleting Section 17.08.478, Definition Of "Small Subdivision", In The City Of South Jordan, Utah.

Development Services Manager Burbidge reviewed the background information on this item.

Mayor Money said there are few parcels in the RM zone that this change would apply to. It was noted that the change would affect the South Jordan Elementary School property. Council Member Colton said it could change the property south of Crystal Cove. CM Horst said that property had an access issue and that is why it was denied. Development Services Manager Burbidge estimated that this change would affect 4-5 properties. Council Member Marlor said there is always the possibility that someone could ask for a rezone.

Mayor Money opened the public hearing. There were no comments. He closed the public hearing.

D. Potential Action Item – (See VII. C.)

Council Member Marlor made a motion to adopt Ordinance #2004-06. Council Member Winger seconded the motion. The vote was unanimous in favor.

E. Public Hearing – File No. REZ-2004.08, Rezone Application, Generally Located At 1100 West South Jordan Parkway, Approximately 5.2 Acres, C-C (Community Commercial) To O-S (Office Service), South Jordan Plaza East

Development Services Manager Burbidge reviewed the background information on this item.

Allen Hollingshead, represents the developer for the project. He introduced Bob Dance, architect for the project. He said there would be commercial retail that fronts 10600 South. He said the area in the back (north part of the property) would be office.

The Council discussed problems with the signs on some of the office buildings in the area. CM Horst said it is an enforcement issue.

Bob Dance showed a site plan of the project.

Mayor Money opened the public hearing. There were no comments. He closed the public hearing.

F. Potential Action Item – (See VII. E.)

Council Member Winger made a motion to approve Ordinance #2004-11Z. Council Member Marlor seconded the motion. The vote was unanimous in favor.

Council Member Marlor made a motion to take a break. Council Member Winger seconded the motion. The vote was unanimous in favor.

G. Public Hearing – An Ordinance Revising Ordinance No. 2002-19 and Fixing And Prescribing A Policy For Impact Fees For Storm Water Facilities, Adopting A Master Plan For The Provision Of Services, Establishing A Service Area For Purposes Of Equitable Distribution Of Storm Water Impact Fees, And Other Related Matters

Cliff Strachan, Public Works Administrator, gave a storm drain capital facilities plan presentation (Attachment C).

The Council discussed the change in the storm water impact fee, and the option for people to put retention ponds on their property for large parcels. They discussed an additional fee that could be charged, or a refund, as a result of a change in a subdivision plan or something that is discovered as part of the inspection process.

Council Member Winger asked how they will pay for this? Mayor Money said through the impact fees. CM Horst said there are some existing needs that they will collect from the storm drain fund.

Mayor Money opened the public hearing. There were no comments. He closed the public hearing.

H. Potential Action Item – (See VII. G.)

Council Member Winger made a motion to approve Ordinance #2004-10. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

VIII. DISCUSSION/POTENTIAL ACTION ITEMS

A. Proclamation Of Public Works Week In South Jordan

Cliff Strachan, Public Works Administrator, said the City has very good public works employees. Mayor Money read the Proclamation Of Public Works Week In South Jordan. He suggested that the copy of the Proclamation be put in the FOCUS. CM Horst said they will also read the Proclamation again at the next City Council meeting.

B. File #SUB-2004-17, Application To Appeal The Planning Commission's Denial Of The Conditional Use Permit/Subdivision Plat For An 89 Lot Planned Unit Development Gated Community On 39 + Acres Generally Located At 10200 South 750 West In The R-2.5 Zone District

Development Services Manager Burbidge reviewed the background information on this item. He said there could be the possibility of three access points in the subdivision, but there would initially be one entrance. CM Horst noted that the City may install the subdivision or they may sell the property and allow a developer to install the subdivision. He said they are following City code regarding lot size, home size, and setbacks. Mayor Money said they pulled the development off the river and created more open space.

CM Horst said Mr. Dabb requested a stub road at lot 80. Council Member Winger asked how steep is the property? CM Horst said the road would have to meet the City standards.

The Council discussed the changes that could be made to the golf course. CM Horst said changes to the golf course may be needed anyway because of interest from potential golf schools.

CM Horst referred to the property owned by the Church of Christ. Representatives from the Church of Christ said they have no major opposition to the subdivision at this time. CM Horst said the Church of Christ is interested in selling the property; the question is if the Church sells the lots or if a developer buys the property. He said the preference is for a developer to buy the property and market the extra 6-7 lots. The Council discussed Baxter Drive. Development Services Manager Burbidge said the road has an 8 percent grade. It was noted that 4 lots back up to the access road. Mayor Money noted a future stub for the Wright and Palmer properties. CM Horst said the road will go through, if the property is developed.

CM Horst said they will have the engineering drawings and the restrictive covenants with the final plat. He said restrictive covenants are not required. He said the City does not enforce restrictive covenants. He said some soils tests have been done, and some flood work has been done. He said there are ground water issues on the lower lots, but that may dissipate with the meandering ditch. He said if not, the houses will be built on slabs. He said most of the homes will have basements. He said a geo-tech report will come in on each lot when they submit a building permit.

CM Horst said if the property falls under FEMA, FEMA will cover any flooding. If it is not part of FEMA then the homeowner has to get flood insurance. He said there will be no liability for the City. He said it will all be disclosed on the final plat, like any other subdivision.

CM Horst corrected his statement about restrictive covenants. He said they are required, but the City does not enforce them.

Council Member Winger said she wants to hold the City to the same standard that they would hold anyone else to. CM Horst said this application has been taken through the same process. The Council discussed the issues with the Planning Commission. Development Services Manager Burbidge said the key issues were access and potential flooding.

Council Member Winger asked when the other access roads would be built? CM Horst said it depends on development. He said there are many developments within the City with one access.

Council Member Marlor asked how many parking spaces are in the open space area, and what other amenities are in the open space area? CM Horst said there would be a tot lot on that property; it is mainly a neighborhood park. It was noted that there is full access to the park from the trail, and there are 8-10 parking spaces. Council Member Marlor asked why parking is needed? CM Horst said it could be used for family reunions or birthday parties.

Council Member Colton said if the subdivision is not approved, the Sewer District will take the property. CM Horst said they would also not have the money to buy Mulligans.

Development Services Manager Burbidge said a geo-technical report will be submitted with the final site plan. CM Horst said the Sewer District took soil samples and they have some data.

The Council discussed the property values next to the access road. Council Member Marlor said this alternative is better than having a commercial development in their back yards. There is a road and then all of the green space.

Mayor Money said he would not recommend in favor of the development if they were not putting a large part of the funds towards the purchase of Mulligans. He said they need to put a conservation easement on the Mulligans property so it remains open space. Council Member Colton said by doing this, they are preserving more green space and keeping the property values higher in the area. Mayor Money concurred.

Mayor Money said additional public comment will be heard as part of the final site plan process.

Council Member Marlor made a motion to approve File #SUB-2004-17, Application To Appeal The Planning Commission's Denial Of The Conditional Use Permit/Subdivision Plat For An 89 Lot Planned Unit Development Gated Community On 39 + Acres Generally Located At 10200 South 750 West In The R-2.5 Zone District. Council Member Colton seconded the motion. The vote was unanimous in favor.

CM Horst said some subdivisions have been denied because of access issues; others have been approved with a single access.

SOUTH JORDAN CITY
CITY COUNCIL MEETING

June 22, 2004

Present: Mayor Kent Money, Council Member Dave Colton, Council Member Brad Marlor, Council Member Mary Wenner, Council Member Leona Winger, City Manager Rick Horst, City Attorney John Geilmann, Assistant City Manager - Community Development Gary Whatcott, Community Development Director Doug Meldrum, City Council Assistant MaryAnn Dean

Others: Kent Fine, Jerry and Cindy Cunliff, Judy Fine, Lois Turner, C. Elmo Turner, Randy Turner, Laura D. Lewis, Kelly A. Murdock

6:00 P.M.

I. GENERAL BUSINESS

A. Welcome, Roll Call, And Prayer

Mayor Money opened the City Council meeting. He excused Council Member Gayheart. All other City Council members were present. CM Horst offered the prayer.

The City Council determined to go into the Redevelopment Agency meeting at this time.

Redevelopment Agency Meeting – separate set of minutes.

Board Member Winger made a motion to adjourn the Redevelopment Agency Meeting, and go back into City Council meeting. Board Member Marlor seconded the motion. The vote was unanimous in favor.

The Council discussed the sale of approximately forty acres for development purposes.

Board Member Marlor made a motion to approve the sale of the 40 acre city property to John Gust and Kem Gardner for $5.5 million, plus engineering fees. Board Member Winger seconded the motion. The vote was unanimous in favor.

II. DISCUSSION/POTENTIAL ACTION ITEMS

A. Consideration Of A Resolution Authorizing And Approving The Execution Of An Annually Renewable Master Lease Agreement, By And Between The City Of South Jordan And The Municipal Authority Of The City Of South Jordan, Utah (The "Authority"); Authorizing The Issuance And Sale By The Authority Of Its Lease Revenue Bonds, Series 2004, In The Aggregate Principal Amount Of $12,500,000 For The Acquisition Of

A Golf Course And The Construction Of Certain Related Infrastructure Improvements; Authorizing The Execution Of A General Indenture Of Trust, First Supplemental Indenture Of Trust, Bond Purchase Agreement, Security Documents, Reimbursement Agreement, Remarking Agreement And Other Documents Required In Connection Therewith; Ratifying The Distribution Of A Final Official Statement Relating To Such Series 2004 Bonds; Authorizing The Taking Of All Other Actions Necessary To The Consummation Of The Transaction Contemplated By This Resolution; And Related Matters

Executive Director Horst said that Board Member Gayheart has expressed support for the bond issue.

The Council discussed the inventory on hand at Mulligans. CM Horst said the only thing that is not included is some of the owner's personal golf memorabilia. He said the golf carts are leased and they are stepping into the 2nd year of a 3 year lease. Laura Lewis (Lewis, Young, Robertson, and Burningham) said she has requested a separate bill of sale on the inventory items. Council Member Marlor said they can fix the inventory at a certain value. CM Horst said they have serial numbers for the inventory. CM Horst said the majority of the Mulligan's staff is staying. He said there are also 65 water shares that come with the sale. He said they will close on the property on June 29, 2004, and the City will take over the golf course on July 1, 2004. He said they will do a soft opening, and have a hard opening at a later date (in August or September).

CM Horst noted that they have been working with Don Brinka and Jimmy Blair.

Mayor Money said the sale of the 40 acres was important to have the means to purchase the Mulligans golf course. He said they are preserving open space.

The Council discussed putting a perpetual easement on the property so it cannot be developed. CM Horst said if they fail or void the bond, the perpetual easement would go away. Once the bond is paid for, the easement would stay. Mayor Money said if they do the perpetual easement, the property is no longer a viable asset if the City wants to change the use. Council Member Colton said they could look at renewing the easement every 10 years. He said there may be a reason to change the use in the future. CM Horst said the easement would be a recreation easement; it would not necessarily remain strictly for golf. He said staff would work on the wording of the easement so that they have some flexibility for recreation uses, but it could not be used for future development. CM Horst said they could give the same consideration for other park properties in the City.

Ms. \
]]]]/lkLewis indicated that the bonds would be marketed on a variable rate. She said the City has an exceptional bond rating, and they are viewed fiscally sound by the bonding community. She said Mulligan's currently has a net profit of approximately $500,000

after salaries, property taxes, etc. She reviewed the numbers in her report, focusing on Sources & Uses, and Detail Costs Of Issuance (Attachment A). Mayor Money said the seller usually gives the buyer a title policy. Council Member Marlor said he believes that is mandatory.

Ms. Lewis said the Mulligan's property appraised for $11.6 million. The City is paying $10.5 million, plus the notes on the property (total cost equals approximately $10.8 million). CM Horst said they have budgeted $70,000-$80,000 for the notes, in this year's budget. It was noted that the appraisal does not include the inventory.

The Council discussed the Detail Costs Of Issuance further. Ms. Lewis reviewed the variable rate transactions (Attachment B) and the debt service schedule (Attachment A). CM Horst said they are budgeting for a 4 percent interest rate, but the current interest rate is only 2 percent. He said they can buy down the principal. He said they are hoping that Mulligan's operations will pay off the principal and interest. He said the revenue generated from Mulligans will go into the operations of the facility and pay off the bond; it is treated like an enterprise fund. He said they are not required to put down the $2 million on the property. He said they may also have another $500,000 from the 9800 S. project to use for the golf course.

The Council discussed the maximum interest rate, which is not to exceed 10 percent. CM Horst said they will follow the market; they can transfer this to a fixed rate if necessary. Ms. Lewis said there are some closing costs to transfer the fixed rate, but they are not as high as the initial closing costs. She said if this is approved, Wells Fargo will market the bond next Monday, and close on the property next Tuesday.

The Council discussed the City's bond rating and the significant savings that they are receiving as a result of the positive bond rating.

Council Member Wenner made a motion to approve A Resolution Authorizing And Approving The Execution Of An Annually Renewable Master Lease Agreement, By And Between The City Of South Jordan And The Municipal Authority Of The City Of South Jordan, Utah (The "Authority"); Authorizing The Issuance And Sale By The Authority Of Its Lease Revenue Bonds, Series 2004, In The Aggregate Principal Amount Of $12,500,000 For The Acquisition Of A Golf Course And The Construction Of Certain Related Infrastructure Improvements; Authorizing The Execution Of A General Indenture Of Trust, First Supplemental Indenture Of Trust, Bond Purchase Agreement, Security Documents, Reimbursement Agreement, Remarking Agreement And Other Documents Required In Connection Therewith; Ratifying The Distribution Of A Final Official Statement Relating TO Such Series 2004 Bonds; Authorizing The Taking Of All Other Actions Necessary To The Consummation Of The Transaction Contemplated By This Resolution; And Related Matters. Council Member Colton seconded the motion. Roll call vote. The vote was 4-0 in favor, with Council Member Gayheart absent.

B. A Resolution Adopting The Certified Property Tax Rate For South Jordan City For the Fiscal Year 2005, Commencing July 1, 2004 And Ending June 30, 2005

Council Member Marlor made a motion to approve Resolution R2004-27. Council Member Winger seconded the motion. The vote was unanimous in favor, with Council Member Gayheart absent.

Council Member Wenner made a motion to go into a Municipal Building Authority meeting. Council Member Marlor seconded the motion. The vote was unanimous in favor, with Council Member Gayheart absent.

Municipal Building Authority Meeting – separate set of minutes.

Board Member Colton made a motion to adjourn. Board Member Winger seconded the motion. The vote was unanimous in favor, with Board Member Gayheart absent.

This is a true and correct copy of the June 22, 2004 City Council meeting minutes, which were approved on July 6, 2004.

Anna M. West
South Jordan City Recorder

Mayor Money said the City should consider a reduced rate for those that sign a year's contract, but are paying a monthly rate. He said it would be higher than the annual rate because there are monthly administrative costs.

Connie Schreiner, 9876 S. Spruce Dale Dr., said the change in keeping the recreation center open on Sunday is a problem for her. She said there are other fitness centers open on Sunday. She said the City has a chance to make a statement about the values in the City. She said by opening on Sunday, it infringes on beliefs of people who don't believe in merchandising on Sunday. She said she understands that the decision was made by the recreation staff. She said she feels that is a decision that the City Council should have made. She said the issue is important to the values of those that live in the City.

CM Horst said originally, staff determined to keep the recreation center closed on Sunday because they did not feel that the traffic would justify the cost of keeping the center open. He said they had calls from people who felt that their rights were being abused by the fact that the City was taking a religious stand on the issue. He said that was not the case. He said after further discussion, the recreation staff agreed to have shortened hours on Sunday, on a trial basis. He said there are City operations on Sunday, including City services and Mulligans. Mayor Money said this needs to be a business decision. He said the facility should not be kept open if it is shown by the community that it is not a responsible decision.

Council Member Winger said the employees have a right not to work on Sunday. She recommended that the Recreation Center be closed on Sunday. CM Horst said some people have Saturday as a day of religious beliefs. He said there are employees that have to work on Sunday. He said it needs to be a business decision based on economics. He said they cannot make a decision based on a religious implication.

Christine Christensen, 3908 Graymalkin Cir., said there should be a community standard given. She said having a day set-aside for religious development impacts individuals, families, and the community in a positive way. She said the City Council can set a community standard that will benefit the entire community. She said by basing the decision solely on business, they are saying that business is more important than the welfare of the citizens.

Council Member Colton said they should shut the Recreation Center down on Sunday, if they can prove that it is not a fiscally sound decision. He said it should be based on business principles.

Council Member Wenner said the City has many parks that are not closed on Sunday. She said the people of South Jordan need to determine what they do on Sunday, not the government leaders.

Mayor Money said they could keep the Recreation Center closed. He said if there is enough people that can support the cost of opening the Recreation Center on Sunday,

then they can make the determination at that time. Council Member Winger and Council Member Colton concurred. He said they originally told the citizens that it was going to be closed on Sunday. He said they do not need to change their direction because a handful of citizens have said that it is discrimination.

Chuck Newton, 3236 Cameron Park Ct., said it would be a sound business decision to keep it closed on Sunday from the beginning, until they see where they stand regarding memberships. He said to open it on Sunday they are expending additional resources. He said that should not be done at this time.

Council Member Wenner asked how Mulligans is doing on Sunday? CM Horst said Mulligans is heavily used during the proper season. Mayor Money said Mulligans pulls from more than just South Jordan. CM Horst said staff has no preference on opening or closing the facility on Sunday. He said they are just trying to be responsive to the residents.

Larry Short, 2234 S. Autumn Farm Dr., said there are many residents who feel that Saturday and Sunday are the only times that they can use the facility. He said they could rotate and have the facility closed another day of the week. He said they should have a trial basis to see if it would get the use on Sunday, or sell a Sunday pass to see if it warrants opening on Sunday.

CM Horst said he would put the issue on the next City Council agenda.

Nancy Hansen, said she has been highly involved with pageants, including the Miss South Jordan pageant. She said pageants do a lot of good for a lot of Young Women. She said she is not sure the City should be sponsoring the pageant. She said a lot of the independent pageants are funded by private sponsors. She asked why are they giving money for young women and not for young men in the community? She said this should be funded with private funds; it is not a place for tax dollars to be spent.

Mayor Money said he would like to see them work toward private sponsorships. He said businesses will typically get behind it, but South Jordan is still growing and has not had a lot of businesses to lend support. He said the pageant should stand on its own in the future. He said they should find sponsorships within the community. He said they should work towards that goal.

V. SUMMARY ACTION CALENDAR

None.

VI. SUMMARY ACTION ITEMS HELD OVER

None.

VII. PUBLIC HEARINGS AND POTENTIAL ACTION ITEMS

X. OPEN SESSION

Council Member Gayheart made a motion to go back into City Council open meeting. Council Member Winger seconded the motion. The vote was unanimous in favor.

A. Potential Land Sale

CM Horst said the City owns 39.8 acres of land at 752 W. 10074 S. He said a proposal by Kem Gardner and John Gust for a residential development has been accepted. He reviewed the proposal, including a purchase price of $3,330,000. He said the developer will reimburse the City for up to $80,000 in engineering costs. He said the developer will be responsible for building the retaining wall to support the road in the property. The overall density of the property will be 2.5. He said out of 40 acres, the developer will deed back 16.4 acres to the City.

Mayor Money noted that most of the money from this property will be used to pay down the debt on the Mulligans property. He said they are hoping to get the debt to the point that the operations of the facility will cover the debt service of Mulligans.

Council Member Marlor made a motion to approve the sale of the City property, as outlined. Council Member Gayheart seconded the motion. Roll call vote. The vote was unanimous in favor.

CM Horst showed the City Council plans for a proposed ice rink between the City Hall and the library. He said there will be some mechanical units built underground. He said in the summer, the ice rink will be a fountain with a reflective pool concept. He said there will be cooling pipes to make sure the water freezes. He noted various aspects of the project, including heating lamps, benches, and a concession area. It was noted that Questar is paying for the gas lines as a community service project.

CM Horst said the total cost for the project will be $1.6 million, and the City will pay for it in cash. He said they hope to start the construction in late March/ early April. They want to have it done for the grand opening of the library, which is scheduled for the first of September. He said this item will be brought forward for formal approval on March 15, 2005.

Mayor Money noted a suggestion from Kem Gardner to engrave paving bricks to help offset some of the cost. The paving bricks could also be used to honor people in the community.

ADJOURNMENT

Council Member Gayheart made a motion to adjourn. Council Member Wenner seconded the motion. The vote was unanimous in favor.

CM Horst said approximately 4,500 of the 10,000 households in the City have secondary water. CM Horst said the secondary water fee has not been collected for some time. He said the fees are collected to benefit the City as a whole, not just the individual. He said developers are now required to install secondary water systems, where it is feasible.

Mayor Money said they have not given up on the secondary water issue in the community. He said secondary water is a complicated issue. He said they need to consider future needs when making decisions regarding secondary water.

Mr. Bailey noted that the spacing of the street lights in his subdivision is sporadic. CM Horst said that may have to do with where the electricity is available. Mayor Money suggested that Mr. Bailey follow up with ACM Wall on the street lighting issue.

Nancy Hansen, Valley Journals, asked what are the City's long range goals for getting out of debt?

CM Horst said the City has no general obligation debt. He said all of the debt is tied to capital improvements and infrastructure. He said some of the debt is being paid by developers (RiverPark SID); the Mulligans debt is being paid 100 percent by the participants that use the facility. He said they hope to reduce their debt by $16 million this year alone. This budget does not incur any additional debt. He noted that the aquatic center is being paid 100% through a haircut provision of one of the RDA areas in the City.

Mayor Money closed the public hearing.

N. Potential Action Item – (See VII. M.)

Council Member Colton made a motion to adopt Resolution R2005-27. Council Member Gayheart seconded the motion. Roll call vote. The vote was unanimous in favor.

VIII. DISCUSSION/POTENTIAL ACTION ITEMS

A. Miss South Jordan Pageant Funding

Council Member Wenner expressed concern about the City funding the Miss South Jordan pageant, and if that is in compliance with the law. City Attorney Geilmann said the City can't give support to a charitable organization, or make charitable contributions. He said if the funding is part of the City's normal budget process, that is different than giving to a separate organization. Council Member Wenner said she has no problem giving money to the Miss South Jordan pageant, if it is not breaking the law. CM Horst said it is subject to challenge.

Mayor Money asked what is the difference between the Miss South Jordan Committee and the Arts Council? CM Horst said they need to ask what is the overall benefit back to

Council Member Gayheart made a motion to approve amendment of the Quinella Park Subdivision Plat. Council Member Colton seconded the motion. Roll call vote was not required.

VIII. DISCUSSION/POTENTIAL ACTION ITEMS

A. Appeal Hearing – Lucas Meadows Fence

This item was moved to II. C. on the agenda

B. Charitable Contributions

City Attorney Geilmann reviewed the background information on this item. He said after reviewing the law and our charitable contribution practices, there are some problems. These can easily be resolved by setting up some guidelines and contracts.

CM Horst said that these contracts would become effective with the new incoming royalty in August.

Council Member Colton made a motion that we instruct staff to move forward with establishing these guidelines and contracts that are needed. Council Member Winger seconded the motion. Vote was unanimous in favor.

C. Questar Franchise. An ordinance granting to Questar Gas Company a Franchise for the construction, operation and maintenance of a Gas Distribution System in South Jordan City. (2005-15)

City Planner Preece reviewed the background information on this item. He said this agreement allows Questar to operate within our right-of-ways.

CM Horst stated this is a renewal of their Franchise Agreement and is a non-exclusive franchise so their competitors can't compete.

Council Member Winger motioned to approve Ordinance 2005-15. Council Member Wenner seconded the motion. Roll call vote. The vote was unanimous in favor.

D. Consideration for Adoption of a Resolution Authorizing the Issuance and Sale of Not More Than $10,300,000 Aggregate Principal Amount of Lease Revenue Refunding Bonds, Series 2005; Fixing the Maximum Aggregate Principal Amount of the Bonds, The Maximum Number of Years Over Which the Bonds May Mature, The Maximum Interest Rate Which the Bonds May Bear, and the Maximum Discount From Par at Which the Bonds May be Sold; Providing for the Publication of a Notice of Bonds to be Issued; Providing for the Running of A Contest Period; and Related Matters. (R2005-29)

CM Horst reviewed the background information on this item.

Ms. Laura Lewis (Lewis, Young, Robertson, and Burningham) discussed interest rates and the fact that long term interest rates have come down so now would be a good time to enter into a long-term interest rate. She said there will be a Letter of Credit with a standard amortization schedule that states the City would be able to pay it off at any time. This would also have a combination of fixed and variable rates in it.

Ms. Lewis said the two resolutions you have to take action on as a City Council authorizing the Building Authority to take its action. Please note that when you read the resolution, unfortunately has the wrong dollar amount is listed in the variable rate piece on these documents. They have $3,500,000 listed instead of $3,300,000, which is listed on the agenda. Ms. Lewis said if we read the motion the way it reads in the Agenda she will go ahead and make the change to the parameters to match this. These are "not to exceed" parameters only.

Mayor Money said another point he wanted to make to the Council is that if we use these Park Impact fees to pay down Mulligans it will strip us of developing additional park properties for the next two years. Council all agreed that the City is committed to paying down this note on Mulligans so it can be self-sustaining.

Council Member Marlor motioned to approve R2005-29 authorizing the Parameters Resolution on the Series 2005B Bonds and to amending the aggregate principal amount from $3,500,000 to $3,300,000. Council Member Colton seconded the motion. Roll call vote. The vote was unanimous with all members present.

Council Member Colton made a motion to adjourn the City Council meeting, and go into a Municipal Building Authority meeting. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

Municipal Building Authority Meeting – separate set of minutes.

Board Member Colton made a motion to adjourn the Municipal Building Authority meeting. Board Member Winger seconded the motion. The vote was unanimous in favor.

ADJOURNMENT

Closed Meeting – separate set of minutes.

Council Member Gayheart made a motion to adjourn the Closed Meeting. Council Member Colton seconded the motion. The vote was unanimous in favor.

SOUTH JORDAN CITY
CITY COUNCIL REGULAR ELECTRONIC MEETINIG

August 16, 2005

Present: Mayor Kent Money, Council Member Dave Colton (electronically), Council Member Ann Gayheart, Council Member Brad Marlor, Council Member Mary Wenner, City Manager Rick Horst, ACM Public Services Rob Wall, ACM Public Safety Lindsay Shepherd, City Attorney John Geilmann, ACM Development Services Gary Whatcott, Development Services Manager Brian Preece, Development Services Director Doug Meldrum, CIS Officer John Day, City Council Assistant MaryAnn Dean

Others: Richard Noyce, Ben Adams, Rob Marshall, Troop 158, Jeff Pedersen, Michael Nilson, Russ Robb, Larry Bucker, J. Chamberlain, Cathy Mendez, Jim Liddiard, Shane and Sharon Franz, Mark and Barbara Burgess, Drew Chamberlain, Yvonne Miller, Bruce Spitzer, Will and Rayana Butterfield, Von Myler, James Kafer, Jackie and Larry Short, Jim Hess, Coralee Mansfield, Dennis Buchei, Luane Jensen, Elroy Buchanen, Leon Higgins, Mark Woolley, Eugene Findlay, Tom and Lisa Holbrook, Joe Fullmer, David L. Neilson, Laura Neilson, Ray Stiens, Bruce Thomas

6:30 P.M.

REGULAR MEETING

Mayor Money welcomed everyone present. Council Member Winger was excused. It was noted the Council Member Colton was joining the meeting electronically. All other Council Members were present.

Scout Troop 1568 was recognized and introduced.

I. INFORMATIONAL ITEMS AND OTHER BUSINESS

A. CALENDARING ITEMS

1. August 30, 2005, Mid-Jordan Light Rail Extension Public Open House, 4-8 pm; West Jordan City Hall, 8000 South Redwood Road

CM Horst said the Environmental Impact Study and Engineering are complete. It will be reviewed at the open house.

2. August 30, 2005, Special Council Meeting: Mulligan's Bond

Mayor Money said they will be paying down the Mulligan's bond. This meeting is to discuss the balance of the bond. The meeting is scheduled for 5 p.m.

Council Member Wenner said she would not be able to attend the City parade.

Council Member Gayheart noted the Miss South Jordan pageant to be held August 27th.

Council Member Gayheart requested information on the classes to be held at the Utah League of Cities and Towns Conference September 14-16. Council Member Marlor said he would also like some information.

B. COMMENTS FROM MAYOR AND MEMBERS OF THE CITY COUNCIL

Council Member Gayheart said the UDOT Historic Preservation Grant is on the Summary Action Calendar tonight. To get the grant, they have to follow the Federal Highway Administration guidelines and it may cost more than the grant is worth to follow those guidelines. She said in the regular City Council meeting, she would like that issue tabled for one month.

Council Member Marlor said the South Jordan garden tour is this weekend. It has been advertised in the FOCUS and the South Valley paper.

C. CITY MANAGER BUSINESS

CM Horst said staff is making the following recommendation regarding the Perez fence. They should allow Mr. Perez to build a precast concrete or masonry fence that meets City standards, and the fence has to be built all at once. He said the fence would be considered temporary so that when the use is changed or another house is built, the fence will come down. He said the fence will take care of the threat of danger from Redwood Road being close to his house. CM Horst noted that Mr. Perez was compensated fairly by UDOT. He said Mr. Perez has submitted a proposal to build a fence that does not meet City standards, and Mr. Perez does not want to build the fence all at the same time.

Mayor Money said he assumes Mr. Perez wants to build the fence right a way because he is concerned about the safety of his children. Development Services Manager Preece said Mr. Perez would like to build a masonry fence and put a rock facing on it. CM Horst said a precast fence is less than Mr. Perez' proposal. He said one concern is that Mr. Perez is proposing to build the fence a little at a time, as his money permits.

Council Member Marlor suggested that Mr. Perez build the front of the fence all at once, and then take his time on the side fence. Council Member Colton said they should set a reasonable time limit. CM Horst said staff does not want a project unfinished for three years. He said Mr. Perez's fence proposal does not meet City standards. He said they are

concerned about setting a negative precedence and they want the fence built all at once. Council Member Colton suggested they set a 1 year time limit. Mayor Money concurred that one year is reasonable. CM Horst noted that the City Council has given approval for a fence, just not the fence that Mr. Perez would like to build.

Council Member Wenner suggested that they give Mr. Perez 6 months to build the front of the fence, and 6 months to build the side fence. She said no extensions should be given. Mayor Money said he is okay with the fence that Mr. Perez is proposing.

CM Horst noted that UDOT offered to buy Mr. Perez's property. Mayor Money said Mr. Perez had expressed concern that he could not replace his home for the price that was being offered.

D. NEW BUSINESS

None.

7:00 P.M.

II. GENERAL BUSINESS

A. Welcome and Roll Call

Mayor Money welcomed everyone present. He noted that Council Member Colton is participating electronically and Council Member Winger is excused.

Mayor Money recognized some scouts present. Scout Troop 991 was recognized and introduced.

B. Opening Ceremony

1. Invocation

Council Member Marlor offered the invocation.

2. Pledge of Allegiance

Robert Wall, scout, led the audience in the Pledge of Allegiance.

C. Motion To Approve Amended Items, If Any

Council Member Gayheart made a motion to table the UDOT Historic Preservation Grant on the Summary Action Calendar, for one month. Council Member Wenner seconded the motion. The vote was unanimous in favor, with Council Member Winger absent.

D. Minute Approval

1. August 2, 2005

Council Member Wenner made a motion to approve the August 2, 2005 City Council minutes, as printed. Council Member Gayheart seconded the motion. The vote was unanimous in favor, with Council Member Winger absent.

III. AWARDS, PRESENTATIONS

A. Certificate of Appreciation – Astro Burger Retail/John & Vasili Lyhnakis

Mayor Money said they have a certificate of appreciation for the Lyhnakis family. He gave some history on the Astro Burger Retail development that they built in three phases. He said the family has been cooperative and built an aesthetically pleasing development. He said the family is not present; staff will forward the certificate of appreciation to them.

IV. CITIZEN REQUESTS

Mark Burgess, 1184 W. Jordan River Drive, said he has concerns regarding a new water line on Jordan River Drive and 1300 West. He said he understands that the water line is needed, but he is concerned about the quality of patching being done to their street now. He said it is substandard to the quality of street that they have had in the past. He said he was told that the patching will be temporary and the street will be torn up and redone in 2-3 years, when the City has funding. He said they should have the same quality of street that they had before the project started.

CM Horst said a 2 inch overlay will be done over the entire street. He said that will be done in 4-6 weeks. Mr. Burgess said he is concerned about the integrity of the entire street. He said he was told that the entire street will have to be fixed again in 2-3 years. CM Horst said it will likely be more than 2-3 years. He said it will be redone at some point, as with all streets in the City. He said he feels the road will wear well over the next several years. Mayor Money said the City inspectors need to make sure that the overlay will not break up and settle. It was noted that some areas might need attention before the overlay is done.

Mr. Burgess asked what is the process to get the road fixed, if it breaks up in the future? CM Horst said Mr. Burgess should let staff and/or the City Council know if there is a problem. Mayor Money said they need to ensure that the road is meeting City standards and proper compaction is taking place. CM Horst said the City is now doing an annual audit of the roads in the City. He said it is easier to repair the roads than replace them. He said Mr. Burgess should keep in contact with the staff.

Elroy Buchanen, 2588 Rustic Meadows Cir., said their road also needs to be redone. It was built in 1979, and nothing has been done with it since. Council Member Gayheart

suggested that Mr. Buchanen contact ACM Wall. She said their study showed that the road needed some fill, but the rest of the road has 6 years before it needs to be redone.

Von Myler, 11577 S. Equestrian Drive, asked what is the timeframe to get the road in their subdivision worked on? He said there are weeds coming up in the road. CM Horst said staff will follow up.

CM Horst noted that these type of road repair requests, burnt out street lights, etc. can be sent to the City on the web page. He said they try to respond to the requests in 14 days.

V. SUMMARY ACTION CALENDAR

A. UDOT Historic Preservation Grant

This item was tabled.

B. Resolution No. R2005-35, Appointing a Representative on Behalf of South Jordan City to the Board of Directors of Trans-Jordan Cities

It was noted that this Resolution appoints Don Bruey to the Board of Directors of Trans-Jordan Cities.

Council Member Gayheart made a motion to adopt Resolution No. R2005-35. Council Member Colton seconded the motion. Roll call vote. The vote was 4-0 in favor, with Council Member Winger absent.

VI. SUMMARY ACTION ITEMS HELD OVER

None.

VII. PUBLIC HEARINGS AND POTENTIAL ACTION ITEMS

A. Public Hearing – Resolution No. R2005-39, Adopting a Final Budget, Fiscal Year 2005/2006 and Determining the Rate of Tax.

CM Horst gave a truth in taxation presentation (Attachment A). He noted that it has been 14 years since the last property tax increase. He said they are trying to structure the tax rate so the business community pays their fair share.

Council Member Marlor asked that comments be limited to 3-5 minutes, so everyone gets a chance to speak. He said CM Horst should remind speakers to keep the comments within their time limit.

Mayor Money opened the public hearing.

Jim Liddiard, 2361 W. Burley Cir., said the property tax increase was confusing when he originally read about it. He said just because the City has not raised taxes in 14 years is not reason to do it. He said he has a better understanding of the tax increase now. He said he understands the need for more money, but sometimes the City has to back off a little and bite the bullet. He said the City Council is running the City. The residents expect the City Council to run the City is a fiscal manner and do what is right for the citizens. He thanked the City Council for what they do.

Eugene Findlay, 11686 S. 2150 W. (Eureka Way), said he realizes the need to have tax increases. He said since he retired 12 years ago, the cost of living has gone up 13 percent. He said his property tax has gone up over 90 percent. He said much of that increase has to do with property valuation. He said Senior Citizens do not have the means to increase their revenue. He suggested that the increase be reduced for Senior Citizens. He said the City is growing; the increase to the City's revenue is more than the additional services being provided.

Council Member Marlor asked what is the net differential to the residents, after the change in the street lighting fee, etc. CM Horst said just over 3 percent a year, on a $220,000 home. He said the property tax rate is being increased 25 percent, but that is not necessarily the taxable amount that will be paid. Mr. Findlay said the Legislature is talking about eliminating some tax deductions. CM Horst said the figures tonight only figured a tax deduction on Federal Taxes.

Randy Buchei, 2117 W. Meridies Drive, said some cities are larger than South Jordan, and they require more taxing. CM Horst noted that Herriman's taxes are higher than South Jordan.

Mr. Buchei said South Jordan is the fastest growing city. He asked what are they doing with the money coming from the new homes and businesses? He said they should have figures on what they are doing with the money. He asked how many people do they hire a year, and how many employees are really needed? CM Horst said they have 250 full time employees. That equals just over ½ person per thousand residents. He noted that Salt Lake City has 3-4 employees per thousand residents.

CM Horst discussed the reason for the money for the emergency management and homeland security. He discussed the training that is needed. He said they need to be ready in case of an emergency. Mr. Buchei said when he moved to South Jordan, there was one city inspector. He said now there are a lot of employees and new vehicles.

CM Horst noted that the budget and all of the figures have been presented in past City Council meetings.

Larry Short, 2234 W. Autumn Farm Dr., suggested that instead of raising taxes, they use part of the City's "rainy day fund". He said they could also raise the fees at Mulligans and bring in more money that way.

Mayor Money said the goal is to make Mulligans self sufficient. He said Mulligans is paying its own debt service. CM Horst said they have to price the fees at Mulligans in the market of similar facilities, or they will go out of business. It was noted that there is 18 percent of the budget in reserves, and that amount is $3.2 million. CM Horst said one of the reasons for the increase is so that businesses will pay their fair share. He said the City Council could use the reserve fund, but he would advise against that. He said if a disaster comes, they need to have a reserve fund. Mr. Short said the property tax percentage goes up for people with a home value over $220,000. It was noted that the street lighting fund was used to put in street lights and pay the electrical bill, but the money was not sufficient.

Ray Stiens, 11306 Red Canyon Ct., said he just moved here from Oregon. He said he has noticed water features with rocks, etc. in the City. He said the maintenance costs money. He said while he was in Oregon, his tax rate jumped. He said if they are going to raise the taxes, they should use restraint, and look at future ramifications. He said he lives on a semi fixed income. He said taxes can run people out of their homes with large increases. He said they should not increase taxes just because they can. He said they are digging into pockets that are getting smaller. He said so far, he is pleased with this area.

Mr. Stiens noted that it was his mill levy that increased on his property in Oregon, not the property valuation.

CM Horst said the City does not own the area with the water features and rocks. He said the City has changed the parkstrip requirements so that now 50 percent patterned concrete is required. He said that means less water and less maintenance, but it is still attractive. He said 5 years ago, they traded in most of their V8 trucks for Chevy S10's.

Mr. Stiens said he is against landscaping medians because of ongoing maintenance issues. CM Horst said they are trying to concentrate on trees, etc. rather than bushes and plantings.

Luane Jensen, 11186 S. 2700 W., said they are looking at retirement in 2 years. She said she is willing to pay for education, but she does not want to be taxed out of her house for education. She said education taxes should be frozen for people who retire. She said they pay more taxes to the County than they do to the City, but the County does not give as much back to her. She said she appreciates the City. She said they need to look at areas where cuts could be made and do what is right for the citizens. She said she appreciates what the City Council does for the City.

Council Member Wenner said it would nice if the County and the School District had more accountability to the citizens. She concurred that the County takes more taxes than the City.

Cathy Mendez, 11253 Woodfield Rd., said she feels better about the property tax increase now. She said she is happy with South Jordan and willing to pay the extra to live in and enjoy the City. She appreciates the job that the City Council does. She said they

have to be careful for the future and make prudent decisions. She said the City has a lot of Senior Citizens and they don't want to force them to move out.

Drew Chamberlain, 4013 W. Yorkshire Dr., said he has a problem when they start comparing South Jordan to other cities or states. He said there is no reason that South Jordan can't be the lowest taxed City in the State. He said they could send a Resolution to the County from the City Council that tells them to stop taxing the residents so much. He said the problem is waste. He said the City Council has a trust from the citizens. They need to consider the budget like it was their personal money. He said they should not waste money. He said he is in the copier business, and he was upset over the 8 page colored flyer from the City, because of the cost associated with that flyer. He does not agree with the Mulligans purchase. He said he feels the reflecting pond is a waste. He said they could have gotten their copiers at the City for less. He said the 17 acre park near his house is a waste. He said they should stop wasting money so they don't need to raise taxes; they could probably even lower the taxes. He said they should vote no on the tax increase.

CM Horst said the 17 acre park is being built by Kenneoctt. He noted that Park impact fees can only be used for parks. He said they have to pay for park maintenance, but that is part of being a community.

David Nielson, 11503 S. Country Crossing Rd., said the City Council is under a lot of pressure. He said parks are nice, but they are looking for basic services. He said the walls installed at Daybreak are dangerous. He said he has seen employees driving along the canal road in the City truck, and they are just killing time.

Council Member Gayheart said there are weirs on the canal. He said they are checking the weirs to make sure that the weeds are out of the weirs.

Mr. Nielson said the City Council should use their best judgment. He said he is not sure that they need more people when he sees employees not working as hard as they should. He said they should be careful as they manage the City.

Elray Lundscog, 10943 S. Saddlebrook Cir., said he has spent a lot of time in broadcasting. He feels the property tax structure is unfair. He said retired persons should have a frozen tax. He said he had a petition to see what could be changed; the property tax structure is unfair to those on fixed incomes. He said his vote is a very firm no on any tax increase.

Council Member Wenner said if the public wants to pursue a tax freeze for Senior Citizens, they should go through the Legislators. Mr. Lundscog said the Legislature feels the increase is justifiable. CM Horst said it is being addressed on a seniors level, but also a low income level because some seniors have the means to pay property tax. He said they might give a deduction on the State Income Tax. He said that would be a better way to do it than freeze property taxes. He said they are a long way from deciding what changes should be made.

CM Horst discussed the proposed changes for the sales tax distribution.

CM Horst said one thing the City is doing is looking at a smaller garbage can with a smaller fee to help the seniors. He said a lot of seniors are paying for more than they need; the large garbage can is too much. Council Member Wenner said they are concerned about the seniors in the community. She said staff should consider drafting a letter to the legislators so they understand the importance of the senior's needs.

Mayor Money said a tax freeze is a logical approach. Council Member Wenner said people with kids in school should carry a heavier burden for education costs.

Mr. Lundscog said he does not like comparisons with other cities because that should not be a rule for justification.

Reuban Badger, 1222 W. 10610 S., said he feels fortunate to live in South Jordan. He said his burden is great; he has four kids. He said he feels $255,000 for homeland security management is excessive. He said they need to budget their money.

Mike Szlachetka, 9961 Birdie Way, said taxes are necessary, but not necessarily for projects that are not thought through thoroughly. He said there are too many independent tax groups. He said they should send letters to other elected officials and improve coordination regarding property taxes.

CM Horst said the City Council has a good relationship with the School District and other taxing entities. He said to drive some policy decisions, it takes public input. Mr. Szlachetka said once the taxes are imposed, they never seem to decrease. He said the City Council should keep up the good work.

Council Member Wenner said the City Council is accessible to the citizens. It is more difficult for the citizens to address issues with the School District. She said the City Council has more accessibility to the citizens than actual control.

Mr. Szlachetka said they should coordinate at the state level, and work together. CM Horst said they are a member of the Utah League of Cities and Towns (ULCT) and ULCT lobbies the City's position with the State.

CM Horst noted that they recently held a basic City finance class for some residents. He said they will do it again, if it is worthwhile.

Council Member Wenner said they need to go to the Legislature to pursue having all the taxing entities coordinate property tax issues. CM Horst said the State wants to lower the sales tax rate, and wants the cities to increase property tax. He said that could be difficult for all of them.

Jim Hess, 2252 W. Autumn Farm Dr., said he does not want South Jordan to fall into the trap that other cities have fallen into. He said he hates to see Senior Citizens forced out of their homes. He said he will pay their fair share. He said the City Council should be careful as the custodians of taxpayer's money.

Joe Fullmer, 1821 W. 9640 S., said it is nice that there is a tie with taxes and services with the local government, unlike the Federal Government. He said when citizens say that they don't want a tax increase, they are saying they don't want more services. He said the $255,000 for homeland security and emergency management may be more necessary than services that the City already provides. He said he is not opposed to the tax increase, though there is always room for belt tightening. He said he feels South Jordan is one of the most efficient cities in the valley. He said when they support a tax, they are making themselves and everyone else pay for the services that they like. He said if they want new services, they may need to discard other services.

Shane Franz, 11130 Rose Bud Lane, said he does not mind paying taxes. He said his concern is that there seems to be an inappropriate mix of spending. He said roads need to be fixed; curb and gutters need to be installed. He said he is concerned about why the City is not doing the basics when they have luxuries.

CM Horst said the City paid for the History Center and the Aquatic Center through the haircut provision of the RDA. That money could only be used for recreational type uses. Mr. Franz said the History Center is a luxury. Mr. Franz asked why does the City own Mulligans? CM Horst said they purchased it to maintain open space; it is paying for itself. The City Council would never have bought Mulligans if it required taxpayers to buy it. Mr. Franz asked why is the City competing with the private industry with the pool/gym? CM Horst said 73 percent of the public feel those recreation uses are an appropriate use of taxpayers money. He said the aquatic center will be self sustaining. He said they are not competing with the private industry for the pool/gym. Mr. Franz asked what is the cost for the employees to use the recreation facilities? CM Horst said they get a 25 percent discount at Mulligans (for miniature golf and a bucket of balls). The employees can use the aquatic center for free; they have to pay for their spouse and children. Mr. Franz said he has never had an employer pay them to work out etc. It was noted that Mr. Franz's employer did have a gym at one time. Council Member Colton said it is not uncommon for employers to give their employees discounts on services or products they produce. Council Member Marlor said they are promoting a healthy lifestyle and they are bringing in new dollars to the city because they are bringing in families that don't live in South Jordan. CM Horst said the ice rink is being paid with RDA monies and park impact fees. He said park impact fees cannot be used for roads. He said new homeowners are footing the bill for the new impact that they are creating. He said they have to have a balance.

Mr. Franz said the new city offices are class A. He said he questions this type of facility for the employees. He said they do not have properly functioning roads, or curb and gutters. He said he had to buy his own laptop for work; his employer does not have up to date work stations or buildings. He said the City should be working on essentials first and

luxuries last. He said everyone is in the same boat, he cannot increase his budget by 25 percent either.

Gary Garner, 1860 Lawrence Cir., said the population has doubled, but the city budget has gone up over 4 times. He said that does not add up. He said the City vehicles are not that old. He said the City should not raise taxes for unnecessary things. He does not feel the City has been fiscally responsible. He said controlled and wise growth is a good thing. He said South Jordan should be efficient and have low taxes. He said the City seems to be competing with private industry. He said the City will maintain the Kennecott park and the History Center. He agrees that the City is looking for luxuries rather than necessities. He said they should get by with less. He said be wise and be prudent; the tax increase is unnecessary and he is opposed to it.

Ben Kluger, 11806 S. Windstone Cir., said the City is following the guidelines that the State has set to generate money. He said he sees that the City has a plan and a vision. He appreciates the approach they have taken. He said the City has different needs today than they had 10 years ago. He said this plan makes sense. He appreciates the education that has been provided.

Bruce Thomas, 2520 Horseshoe Cir., said they do not need another tax. Within 20 years, most of the City's revenue will be from retail sales. He said with the retail tax base growing, and the property taxes from new homes, this change may be premature. They should look at putting it off a year. He said they should use some of the rainy day fund. He said once the taxes are raised, they stay up. The city government has gotten huge.

Jackie Short, 2234 W. Autumn Farm Dr, said if the home values go up, the mill rate goes down. CM Horst said that is correct. Ms. Short asked if they could contract the homeland security service out? CM Horst said they do work with the County, and the State, etc. He said the City employees are also needed. They cannot contract that service out. He said the police, fire, and public works employees need training. He said the City's liability insurance has increased because the Federal Government does not want to insure vulnerable areas. He said security equipment is having to be installed. He said homeland security is a broad term.

Ms. Short asked if the $3.2 million in the rainy day fund is invested? CM Horst said yes. Ms. Short said they need to live within their means; they don't need another tax.

Mayor Money closed the public hearing.

B. Potential Action Item – (See VII. A.)

Council Member Colton said some of the points made tonight were valid. He said they should be prudent in the tax increment amount. He said he feels good about the proposed tax increase.

Council Member Marlor said he appreciates the comments made tonight. He said it is a fair request for them to be prudent and wise in their spending. He said he has been a proponent in getting a sales tax base in the City. He said that is one way that they are being careful in making sure that there is a tax base rather than continuing to increase property taxes. He said they have talked about fixing property taxes for retired people. He said they should use a consumption tax; if there is a tax increase anywhere, that should be the place. He said they develop parks and open space because 95 percent of the residents have asked them to. He said if they didn't do the parks, every square inch of property would be developed. He said they should continue to preserve open space. He said there is a cost for open space, but it leaves a legacy for South Jordan's future. He said it is a cost that most people are willing to pay. He said they need to be careful that they are not being wasteful. He said they need extra revenue to take care of the items proposed tonight. He said he wishes that they did not have to have money for homeland security, but that is now a reality. He said if they were not prepared, the citizens would not be happy.

Council Member Wenner said she is grateful for the comments made tonight. She said she enjoys the quality of life here. She said the services that the City provides are adequate for their needs. She said the purpose of this tax is for public safety; it is not an "extra" service. She said the City is being managed well, and they have a well balanced budget. She said she does not like raising taxes.

Council Member Gayheart said other than secondary water, street lighting is one of the biggest complaints. She said it has been a concern to the City Council; they came up with this option to take care of it. She said she feels the Mulligans purchase is justified, and they preserved green space. She said they have done a lot for parks. She said it costs the city to maintain the parks. She said we live in a different world now for homeland security reasons. She said they have to be prepared. She said the cemetery is in need of upkeep and expansion. She said the increase is not easy, especially for people living on a set income. She said the more the home value is, the more the taxes will be. She said she wishes they could provide services for nothing. She said a property tax increase is their option right now. She said there is always room to improve, but they are doing the best they can. She said she feels they are doing a good job.

Mayor Money said he respects the comments made tonight. He said it is hard to consider a property tax increase. He said a use and consumption tax is much more fair than a property tax. He said the businesses need to pay their fair share. He said they have to be prepared for a catastrophe and the homeland security/emergency management money is important. He said they need to be prepared to protect the residents. He discussed the purchase of Mulligans. He said the land would have been developed. He said that property is the gateway to the City; it provides open space and a tremendous recreation benefit. He said he feels that purchase was the right thing to do. He said they have done a lot for parks in the City. He said he hopes that the City Council is fiscally responsible. He said they should always look for ways that they can be more fiscally responsible. He said the property tax barely pays for a police force. He said they have to have commercial and retail developments to sustain themselves. He said they are starting to get those

businesses, but they are not there yet. He said just because they raise the tax does not mean that they cannot reduce it. When the funds increase, the City should reduce the tax. He said this will be an ongoing issue. The revenue generated from this increase is an insurance, and he feels it is needed for the City.

Council Member Marlor made a motion to approve Resolution R2005-39. Council Member Wenner seconded the motion. Roll call vote. The vote was 4-0 in favor, with Council Member Winger absent.

Council Member Marlor made a motion to take a break. Council Member Gayheart seconded the motion. The vote was unanimous in favor, with Council Member Winger absent.

VIII. DISCUSSION/POTENTIAL ACTION ITEMS

A. Resolution No. R2005-40; Creating and Supporting an Economic Development Zone

ACM Whatcott said they are trying to meet the provisions of House Bill 11. He said there are economic development incentives from the State. The local governments are also to help with the incentives as needed. He said they would like to create an economic development zone east of Bangerter Highway, from 10400 South to 11400 South.

Mayor Money asked if that area will be used to create jobs? CM Horst said some of the area will, but not all of it. ACM Whatcott said they are working towards a research park or an office corporate center. He said the U of U research park is out of room and they are considering 10 locations for expansion. This property is one of the areas.

CM Horst said they are trying to be the first City out the door to create an economic development zone. He said they are trying to be proactive. Mayor Money expressed concern about a call center type business being put in this location. He said that would be a heavy use and a burden on the infrastructure. ACM Whatcott said the jobs have to be over the community's average income. He said this also eliminates the need for sound walls against Bangerter Highway. He said it is also a requirement to bring in definable new jobs from out of state. Mayor Money said he is okay with it if it is tied to certain provisions and benchmarks.

CM Horst said the bill gives no specifics on what incentives that the local governments have to provide. He said this has to go through a State board that was appointed by the Governor's office, and they approve the State's incentives. The local incentive package has to be approved by the City Council.

CM Horst said it opens up more opportunities for the City. These uses will not necessarily generate retail sales, but it will support some of the retail services. They want to match the daytime population in the area with the nighttime population.

SOUTH JORDAN CITY
SPECIAL CITY COUNCIL MEETING

August 30, 2005

Present: Mayor Kent Money, Council Member Dave Colton, Council Member Ann Gayheart, Council Member Brad Marlor, Council Member Mary Wenner, Council Member Leona Winger, CM Horst, City Attorney John Geilmann, Chief Operations Officer Laurie Tanner, City Recorder Anna West, Deputy City Recorder Marie Alvord, Capital Projects Analyst Van Tran.

Others: Laura Lewis of Lewis Young Robertson & Burningham, Kelly Murdock Wells Fargo, Larry Short.and Joe Fullmer.

5:30 P.M.

SPECIAL MEETING

I. GENERAL BUSINESS

A. Welcome, Roll Call and Invocation

Mayor Money welcomed everyone. All members of the City Council were present. Council Member Wenner offered the opening prayer.

B. Carmax Grand Opening Invitation

CM Horst discussed details to the Carmax Grand Opening

II. DISCUSSION / POTENTIAL ACTION ITEM

A. Adopting A Resolution (R2005-41) Authorizing And Approving The Execution By The Authority Of An Annually Renewable First Amendment to Master Lease Agreement, Second Supplemental Indenture Of Trust, Security Documents, And Other Related Documents; Authorizing The Issuance And Sale By The Authority Of Its Lease Revenue Refunding Bonds, Series 2005, In The Aggregate Principal Amount Not To Exceed $10,000,000; And For The Transaction Of Such Other Business Incidental To The Forgoing As May Come Before Said Meeting.

CM Horst said about 1 ½ months ago we reduced our debt by 4.4 million by paying off the old South Jordan Elementary School. He said with this transaction today we would eliminate another 3 million of debt plus another 3 million over the next 3 years. He then introduced Laura Lewis from Lewis Young Robertson & Burningham who is serving as financial advisor to the City and Kelly Murdock from Wells Fargo as the underwriter. He then introduced staff members Chief Operations Officer Laurie Tanner, Treasurer Dean Lundell and Capital Projects Analyst Van Tran. He said we have some very good news and turned the time over to Laura Lewis.

Laura Lewis said we have saved South Jordan City a substantial amount of money and as your financial advisors, advise you to approve the resolutions before you tonight. She discussed what would have been spent in debt service over the life of the bonds if the City had not used the 3 million to pay down this debt and the substantial savings gained by getting the fixed rate debt instead of keeping with the variable rate debt. The true present value in savings is $624,000 by fixing the rate.

She said Wells Fargo did an excellent job in their pre-marketing on the bonds. She said the true interest cost is 4.18% for a transaction that matures in 2029.

CM Horst said our original agreement was at 4.8 % not to exceed 5%.

Laura Lewis said she gives great credit to the City for the AA- ratings of the Municipal Building Authority. Ratings such as this for an MBA are rare.

CM Horst said one of the key things to remember is that we are reducing our annual debt service by half. From 900,000 to 450,000. The intent of this is to make sure Mulligans stands on its own.

Laura Lewis said, the City needs to take positive action on the resolutions tonight and authorize the signing of the bond agreement.

Kelly Murdock said Wells Fargo has been pre-selling and pre-marketing these bonds for over a month now and they were very highly sought after.

CM Horst said everything is just waiting for Councils approval.

Kelly Murdock said if the City were to fail to sign the Bond Purchase Agreement, that it could be viewed as a deal breaker.

Mayor Money asked what amount of money we have left over to cover this after operational expenses. CM Horst said we set aside three hundred thousand to build a cushion. Operationally we made 345,000 but we put some money back into Mulligans to fix it up a bit. He said its roughly 450,000 per year.

Mayor Money said we would hope that our operational income will go up to where Mulligans will pay for itself and pay its own debt. service. CM Horst said that's exactly the plan and the way it will be budgeted for next year. He said worst-case scenario would be that we use park impact fees to pay it.

Mayor Money asked if there were any further questions.

Larry Short 2234 W. Autumn Farm Dr. asked how often the payments are due and where did the 3 million dollars come from to pay for this.

CM Horst said we pay $430,000 per year and the 3 million came from the sale of the land to the north now known as Riverwalk. He said we also used some of the money to pay off the old elementary school.

Mayor Money said by paying off the school we retained our RDA rights and we now have a new elementary school in a much safer area. He said it's very important that we continue to market Mulligans. He said he likes the sign that the City put in and the grass in the front.

CM Horst said there will be a commercial filmed at Mulligans with Osmond Studios in the near future and they recently held a National Put Put Tournament, which was a big success.

Council Member Wenner said she liked that the City is getting the schools involved with all the different activities.

B. Potential Action Item – (See II. A.)

Council Member Winger made a motion to approve Resolution R2005-41 Council Member Gayheart seconded the motion. Roll call vote. The vote was unanimous in favor.

Council Member Marlor made a motion to go into a Municipal Building Authority meeting. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

Municipal Building Authority meeting – separate set of minutes.

ADJOURNMENT

The August 30, 2005 City Council meeting adjourned at 6:03 p.m.

This is a true and correct copy of the August 30, 2005 City Council meeting minutes, which were approved on September 20, 2005.

Anna M. West
South Jordan City Recorder

Board Member Marlor made a motion to approve the Summary Action Calendar. Council Member Winger seconded the motion. Roll call vote. The vote was unanimous in favor.

VI. SUMMARY ACTION ITEMS HELD OVER

None.

VII. PUBLIC HEARINGS AND POTENTIAL LEGISLATIVE ACTION ITEMS

None.

VIII. PUBLIC HEARINGS AND POTENTIAL ADMINISTRATIVE ACTION ITEMS

None.

IX. OTHER BUSINESS

A. Approval For The Release Of The Request For Proposal (RFP) For Mulligan's Golf & Games Center Management And The Construction Of An Indoor Recreation Facility To Solicit Proposal For the Potential Improvements and Additions To The Outdoor Facilities And The Construction Of An Indoor Recreation Facility

CM Horst said this is just a request to solicit proposals; the purpose is to entertain the notion of a public/private partnership bringing additional amenities to Mulligans. He said they are looking at a restaurant or a bowling alley. They have had some interest. The end result may be nothing, or they may find something beneficial to the city. He said if they find something, they will bring it back for further consideration.

The City Council discussed where there is the potential of putting development on the property. CM Horst said he is not sure if this development makes sense, but it gives interested parties a platform to present their case.

Council Member Winger said they need to look at the history of the people who make proposals and make sure that the companies support the high family standard in South Jordan.

B. Potential Action Item – (See IX. A)

Council Member Colton made a motion to approve the release of the RFP, as discussed. Council Member Butters seconded the motion. The vote was unanimous in favor.

B. Consideration of A Resolution R2007-55 Supporting Legislation Entitled "Water Right Forfeiture Protection."

C. Consideration of A Resolution R2007-56 Urging The Utah Legislature To Not Adopt Mandated Financial Reporting

D. Consideration of A Resolution R2007-57 Opposing The "Flow Control Amendments" Bill As Currently Written, A Neutral Position If Modified To Include South Jordan City's Suggested Language

E. Consideration Of A Resolution R2007-58 Urging The Utah Legislature To Adopt School Funding Equalization.

F. Consideration Of A Resolution R2007-59 Expressing Opposition To State Control Of Municipal Justice Courts

G. Consideration Of A Resolution R2007-60 Urging The Utah Legislature To Adopt "Local Government Bonding Act - Public Hearings" Legislation

Council Member Winger made a motion to approve the Summary Action Calendar. Council Member Butters seconded the motion. Roll call vote. The vote was unanimous in favor.

VI. SUMMARY ACTION ITEMS HELD OVER

None.

VII. PUBLIC HEARINGS AND POTENTIAL LEGISLATIVE ACTION ITEMS

A. Public Hearing – Consideration of A Resolution No. R2007-51 Amending The FY 2007-08 Budget For South Jordan City. The Appropriation Authority Shall Apply To The Fiscal Year Ending June 30, 2007.

ACM Johnson recognized the staff that helps her with the budget. She said this is a mid year amendment with minor changes. She reviewed those changes.

Mayor Money noted that the sales tax revenue is over $7 million; the property tax revenue is $5.3 million. There has been a 48 percent sales tax increase in the last year. Council Member Marlor noted that this will help support the city in perpetuity. The Council discussed the fact that their infrastructure and commercial developments are new and how it is necessary to keep those things updated.

It was noted that the revenue from the city's recreation center is paying for all but $250,000 of its expenditures. CM Horst said Mulligans is self sustaining; they used money from park impact fees but they used no tax dollars. Mayor Money reviewed the net increases in revenues and expenditures.

Mayor Money opened the public hearing. There were no comments. He closed the public hearing.

B. Potential Action Item – (See VII. A.) R2007-51

Council Member Marlor made a motion to adopt Resolution No. R2007-51. Council Member Winger seconded the motion. Roll call vote. The vote was unanimous in favor.

C. Public Hearing – Consideration of An Ordinance 2007-20 Amending The Planning and Zoning Ordinance, Section 17.04.060 of The South Jordan Municipal Code By Adding Subsection C Pertaining To Additional Requirements For Notification Of Proposed Land Use Map Amendments and Property Rezoning. Staff Presentation by ACM Municipal Services, Gary Whatcott

ACM Whatcott reviewed the background information on this item.

Council Member Marlor said they have had a number of citizens come to public hearings and indicate that they were not noticed for the meeting. He feels it is appropriate to allow people to know what is happening on a property even if they are not notified by law.

ACM Whatcott indicated that the applicant is required to bring in proof that the sign was put up and they are also responsible for taking the sign down.

Council Member Butters said he is concerned that the proposed sign is not large enough. He thinks they should make the sign 48 inches by 48 inches.

Council Member Short said he feels the signs will stand out enough with the size as proposed. He said they may need to add additional signs if it is a large piece of property. ACM Whatcott noted that they require one sign per street side. Council Member Colton suggested that they look at requiring a sign every 700 ft. He said he is concerned about what would be done with a long piece of property.

Council Member Winger said she is okay with the proposal as is; they can make modifications if needed in the future. Mayor Money concurred.

Mayor Money opened the public hearing. There were no comments. He closed the public hearing.

D. Potential Action Item – (See VII. E.)

Council Member Colton made a motion to adopt Ordinance 2007-20. Council Member Marlor seconded the motion. Roll call vote. The vote was unanimous in favor.

RECEIVED
JAN 8 2004
SOUTH JORDAN CITY

January 1, 2004

Mr. Rick Horst
South Jordan City
1600 W. Towne Center Drive
South Jordan, UT 84095

Rick:

Sorry it has taken me so long to get back to you. On top of the normal delays the Holidays create, I also had my son get married last week and just didn't have time to work on the cities proposal.

Anyway, enclosed you'll find a document prepared by our attorney which will help provide a starting point to address South Jordan Cities interest in purchasing Mulligans. Our attorney felt, with the scope of this potential sale agreement, additional "verbiage" was necessary. Review the document with your attorney and let me know if changes are desired. We will then proceed accordingly.

As you will note, we have included in this document our asking price, which we have reviewed with you before. This price we feel is substantiated not only by operational revenue generated at Mulligans but also by current Commercial Real Estate prices in our surrounding area. Prices as you are probably aware range from a low of $8.50 a square foot to over $15.50 a square foot. Our asking price reflects an average cost of a little over $3.50 a square foot, plus the city receives improvements and equipment of over $2.5m already in place.

In addition, to give you a comparison in operations, if you research local 18-hole golf course revenues you will find them ranging any where from $400,000 to a little over $1m. Because these facilities are forced to maintain greater acreage, they also have resulting greater costs. Mulligans sits on a smaller footprint which helps us to minimize our costs while still maintaining revenues greater than most other courses. Our increased revenues are a result of non-traditional golf course departments such as miniature golf, batting cages and a lighted-heated driving range. Mulligans is also more resilient to the fluctuating revenue trends of a normal golf market because of our revenue mix. When considered, our current revenue stream and additional cost saving benefits that cities have available, (property tax, sales tax, interest rates, etc.) Mulligans can pay for itself. And, this still leaves the option of rezoning to accommodate any future options. If we move forward with this agreement, we feel your examination of requested information will indicate these points.

Rick as you are aware, we have had other interested parties in developing Mulligans. However, because of rezoning issues and the time for these prospective buyers to complete their do-diligence, we feel we would be better served pursuing rezoning issues ourselves, if the city is not interested. We could then market a more valuable product.

Because our 2004 season is rapidly approaching, operational decisions must be made. If the city has interest in pursuing this agreement, we will need some direction from the city in an expedited manner. This will prevent us from jeopardizing our coming year.

I look forward to your response as soon as possible on the expected direction the city intends to pursue.

Regards

DBC

Don Branca, President
Mulligans Golf & Games

692 West 10600 South • South Jordan, UT 84095 • (801) 254-3377

2004 - 109

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the 21 day of April, 2004 by and between MULLIGANS GOLF & GAMES SOUTH, INC., a Utah corporation ("Seller"), and SOUTH JORDAN CITY, a municipal corporation, ("Buyer"). Buyer and Seller shall sometimes be referred to herein as the "parties" or, individually, as a "party".

RECITALS:

A. Seller is the owner of certain real property, commonly known as Mulligans Golf & Games South, located in South Jordan, Utah at approximately 692 West 10600 South (the "Property"), as more particularly described below.

B. Seller desires to sell and Buyer desires to purchase such property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants set forth below in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

ARTICLE I

DEFINED TERMS

1.1 As used in this Agreement, the following terms shall have the meanings respectively indicated:

1.1.1 "Buyer's Review Period" means the ninety (90) day period following the Effective Date of this Agreement.

1.1.2 "Closing" means the transfer of title to the Property by Seller to Buyer in accordance with the terms and provisions of Article VIII below.

1.1.3 "Closing Date" means the date that the Closing will be held which shall be within fifteen (15) days following the end of Buyer's Review Period, unless mutually extended in writing by the parties.

1.1.4 "Commitment" shall mean a current commitment for Title Insurance or Preliminary Title Insurance issued by Title Company setting forth the state of title to the Property, together with all exceptions or conditions to such title and all other encumbrances affecting the Property.

1.1.5 "Deed" means a Special Warranty Deed to the Property, duly executed and acknowledged by Seller, conveying fee simple title in and to the Property, free and clear of all liens and encumbrances, except for the Permitted Exceptions.

1.1.6 "Earnest Money Deposit" means the sum of Ten Thousand and 00/100 Dollars ($10,000.00) paid directly by Buyer to Seller and which is non-refundable.

1.1.7 "Effective Date" means the date on which this Agreement has been executed by both Buyer and Seller.

1.1.8 "Permitted Exceptions" means those exceptions or conditions that affect title to the Property, but which are acceptable to Buyer, pursuant to Section 4.6 below.

1.1.9 "Property" means all of the land and improvements located in Salt Lake County, State of Utah, consisting of approximately 70 acres and more particularly described on Exhibit "A", which is attached hereto and incorporated herein by this reference.

1.1.10 "Purchase Price" means the sum of Ten Million ~~Seven~~**Four** Hundred ~~Fifty~~**Sixty** Thousand and 00/100 Dollars (~~$10,750,000.00~~**10,460,000.00**), to be paid by Buyer to Seller for the Property at Closing**, plus the assumption of certain other contracts described herein**.

1.1.11 "Studies" means those survey(s), plats, engineering plans, soils tests, environmental studies, tax assessment records, zoning information, and financial records as identified on Exhibit "C", which is attached hereto and incorporated herein by this reference.

1.1.12 "Title Company" shall mean a First American Title Company branch located in Salt Lake City, Utah as approved by the parties.

1.1.13 "Title Policy" shall mean an ALTA standard Owner's Policy of Title Insurance for the Property to be furnished to Buyer in accordance with Section 4.2 below.

ARTICLE II

AGREEMENT OF PURCHASE AND SALE

2.1 Purchase and Sale. Upon the terms and conditions stated below, and in consideration of the mutual covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and convey the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller and to pay the Purchase Price to Seller in accordance with the terms and provisions of this Agreement.

ARTICLE III

PURCHASE PRICE

3.1 Purchase Price. Buyer shall pay to Seller the Purchase Price in full at the time of Closing~~, less that~~**. In addition, Buyer agrees to pay all** amounts due and owing with respect to two contracts of purchase ("Purchase Agreements") entered into by Seller with respect to portions of the Property as more particularly described in Exhibit "D", which is attached hereto

and incorporated herein by this reference. Buyer ~~shall assume the obligations under the Purchase Agreements at Closing. Buyer~~ agrees to assume the Purchase Agreements and shall perform all obligations of Seller thereunder including payment of the unpaid balance owing thereon. The unpaid balances owing with respect to the Purchase Agreements is approximately $290,540. **The Purchase Contracts may contain prepayment limitations and Buyer shall take subject to any such limitations. The provisions of this Section shall survive the Closing.**

3.2 Earnest Money Deposit. Concurrent with the full execution and delivery of this Agreement, Buyer shall pay Seller the Earnest Money Deposit. The Earnest Money Deposit shall be non-refundable.

ARTICLE IV

BUYER'S CONDITIONS PRECEDENT

4.1 Commitment for Title Insurance. Seller shall obtain from Title Company and furnish to Buyer within ten (10) days from the Effective Date, the Commitment.

4.2 Title Insurance. At the Closing, Seller shall cause the Title Policy for the Property to be furnished to Buyer. Seller shall pay the title insurance premium for the Title Policy. Buyer shall have the right to obtain extended coverage for the Title Policy. Buyer shall be solely responsible to pay that portion of the title insurance premium required to obtain any extended coverage, including the costs of any endorsements requested by Buyer and the costs of any required survey. The Title Policy shall be issued through Title Company in the face amount of the Purchase Price, and shall insure fee simple title to the Property in Buyer, subject to: (i) the standard printed exceptions, and (ii) the Permitted Exceptions.

4.3 Studies. As soon as reasonably practical after the Effective Date (but not later than ten (10) days following such date), Seller shall deliver to Buyer copies of the Studies identified on Exhibit "C". Seller makes no representation or warranty regarding the accuracy or completeness of the information and materials provided to Buyer pursuant to this Section.

4.4 Review of Title and Studies by Buyer.

4.4.1 During Buyer's Review Period, Buyer shall review the Commitment and deliver in writing, within ten (10) business days after receiving the Commitment, such objections as Buyer may have to anything contained or set forth in the Commitment. Any such items to which Buyer does not object within such period after Buyer receives the Commitment shall be deemed to be "Permitted Exceptions."

4.4.2 During Buyer's Review Period, Buyer shall also review the Studies. If, within the Buyer's Review Period, Buyer determines that the Studies reveal facts, conditions or risks with respect to the Property or its operations that are unacceptable to Buyer, then Buyer shall have the right to terminate this Agreement, by written notice to Seller and Title Company received before the expiration of Buyer's Review Period, or waive the unacceptable conditions or risks. In the absence of such timely notice, unless this Agreement is otherwise terminated according to its terms, then Buyer shall proceed

with the Closing. In the event of a termination of this Agreement, the parties shall be relieved of all further duties and obligations hereunder. During Buyer's Review Period, Buyer shall use its best efforts to satisfy or waive all conditions precedent set forth this Article IV.

4.5 License. Seller hereby grants to Buyer a limited license to enter and inspect the Property at reasonable times and in a manner reasonably acceptable to Seller. Such inspection shall be conducted in a manner that does not damage the Property or any improvements or other property thereon, or interfere with the business operations conducted at the Property, if any. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, costs, damages, liabilities or losses arising as a result of or in any way connected with Buyer's inspection of the Property.

4.6 Seller's Response Period to Buyer's Objections to Title. If exceptions to the title to the Property have been raised in the Commitment and if Buyer delivers written objections thereto to Seller in accordance with Section 4.4.1 above, then Seller shall, within ten (10) business days after receipt of Buyer's objections, notify Buyer and Title Company in writing, whether Seller is willing or unwilling to remove or satisfy such matters objected to by Buyer. Buyer shall, within ten (10) business days after receipt of such written notice from Seller, notify Seller and Title Company in writing of Buyer's election either to (i) terminate this Agreement, whereupon Title Company shall return the Earnest Money Deposit (including all accrued interest) to Buyer and the parties shall be released of all duties and obligations hereunder, or (ii) proceed with this transaction and waive Buyer's objections. If Buyer fails to timely notify Seller and Title Company of any objections to, or its unequivocal approval of the Commitment, or any amendment or modification thereto, or if Buyer fails to timely notify Seller and Title Company of its election to either terminate or proceed with this transaction after delivery by Seller to Buyer of notice of its unwillingness to remove any matter objected to by Buyer, then Buyer shall be deemed to have approved the Commitment or to have elected not to terminate this Agreement, as applicable. If Seller fails to cure or satisfy any matter to which Seller has indicated it is able to cure or satisfy pursuant to this Section, Buyer's sole remedy shall be to terminate this Agreement and receive a refund of all amounts deposited by Buyer with Title Company and any accrued interest.

4.7 Buyer's Right to Waive Conditions Precedent. Notwithstanding anything which may be contained in this Agreement to the contrary, Buyer may elect to waive any of the conditions precedent to the performance of its obligations hereunder contained in this Article IV by written notice from Buyer to Seller at any time on or before the Closing Date.

4.8 Non-Refundable Earnest Money Deposit. The Earnest Money Deposit shall be non-refundable.

ARTICLE V

SELLER'S CONDITIONS PRECEDENT

5.1 Notwithstanding the execution of this Agreement, Seller may terminate this Agreement without liability unless the following conditions have been satisfied or waived by Seller prior to the Closing Date:

5.1.1 This Agreement shall have been duly executed and be in full force and effect; and

5.1.2 Buyer is not in default of any of the terms and conditions of this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

6.1.1 Seller is a corporation, duly organized, validly existing and in good standing under the laws of the State of Utah. Seller possesses all requisite power and authority to enter into this Agreement and to perform according to the terms, covenants and conditions contained in this Agreement.

6.1.2 The execution of this Agreement or any instrument or document required by this Agreement, and the consummation of the transaction contemplated by this Agreement will not violate any order, ruling, certificate or license, regulation, or demand of any court, regulatory agency or other tribunal to which Seller or the Property is subject.

6.1.3 This Agreement, when duly executed by Seller, shall constitute a valid, legal and binding obligation of Seller, and shall be enforceable in accordance with its terms.

6.1.4 Seller is the owner and is in possession of the Property.

6.1.5 To the extent Seller has received written notice of any environmental problems related to the Property, Seller will deliver a copy of such notice to Buyer. To the best of its knowledge, Seller has not received any such notice.

6.1.6 Seller agrees that Buyer may utilize the name "Mulligans" as part of the name of a golf course which Buyer operates at the Property, so long as Buyer cooperates with the owner of Mulligans North in sharing the cost of advertising for both facilities with costs of advertising being shared pro-rata based upon revenue produced by each facility. The provisions of this Section regarding sharing advertising costs shall survive the Closing.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 Buyer's Representations and Warranties. Buyer represents, warrants and acknowledges to Seller as follows:

7.1.1 The execution of this Agreement or any instrument or document required by this Agreement, and the consummation of the transaction contemplated by this Agreement will not violate any order, ruling, certificate or license, regulation or demand of any court, regulatory agency or other tribunal to which Buyer is subject.

7.1.2 This Agreement, when duly executed by Buyer, shall constitute a valid, legal and binding obligation of Buyer, and shall be enforceable in accordance with its terms.

7.1.3 Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of the Seller. Buyer acknowledges that it has not relied, and is not relying, on any financial information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by, or made by, or on behalf of, Seller.

7.1.4 Buyer shall not be entitled to, and should not rely on, Seller or its agents as to: (1) the quality, nature, adequacy or physical condition of the Property; (2) the quality, nature, adequacy or physical condition of soils or the existence of ground water at the Property; (3) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; (4) the development potential of the Property, its merchantability or fitness, suitability or the adequacy of the Property for any particular purpose; (5) the zoning or the compliance with any conditional use permit or other legal status of the Property; (6) the Property's or its use's compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (7) the quality of any labor or materials relating in any way to the Property, if any; (8) the condition of title to the Property, or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property; (9) financial viability of the Property and its operations; or (10) any other matter relating to the Property.

7.1.5 SELLER HAS NOT, DOES NOT AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION OR

MERCHANTABILITY, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

7.1.6 SELLER HAS NOT, DOES NOT AND WILL NOT, MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY HAZARDOUS MATERIALS.

7.1.7 Buyer has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquires and investigations as Buyer deems necessary, desirable or appropriate with respect to the Property. Such inquiries and investigations of Buyer shall be deemed to include, but shall not be limited to, the physical components of all portions of the Property, the condition of the Property, such state of facts as an inspection would show, the present and future zoning ordinances, permits, resolutions and regulations of the city, county and state where the Property is located, and the value and marketability of the Property.

7.1.8 Without in any way limiting the generality of the preceding subsections 7.1.3 through 7.1.7 above, Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim Buyer has, might have had or may have against Seller or Seller's officers, directors, shareholders or agents (collectively the "Seller's Indemnitees") with respect to: (1) the condition of the Property, whether such condition is patent or latent; (2) Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property; (3) the actual or potential income or profits to be derived from the Property; (4) the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements; and (5) any other state of facts which exist with respect to the Property. Except for the express warranties of Seller set forth in Article VI, Buyer further waives against Seller and the Seller's Indemnitees, any and all actual or potential rights Buyer might have against Seller or the Seller's Indemnitees regarding any form of warranty, express or implied, of any type or kind relating to the Property, including, without limitation, express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability and strict liability rights. As part of the provisions of this Article VII but not as a limitation thereon, Buyer hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed, and Buyer hereby waives any and all rights and benefits which Buyer now has, or in the future may have conferred upon Buyer, by virtue of the provisions of federal, state or local laws, rules or regulations. In this connection and to the extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers, indemnifications and releases herein have been negotiated and agreed upon in light of that realization and that Buyer

nevertheless hereby intends to release, discharge and acquit Seller and the Seller's Indemnitees from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included in the waivers and matters released as set forth in this Article VII. The provisions of this Section 7.1.8 are material and included as a material portion of the consideration given to Seller by Buyer in exchange for and as a material inducement to Seller's performance hereunder.

7.1.9 Buyer agrees to maintain as employees of Mulligans Golf and Games and/or Seller at the Property, at a minimum of their current salary and benefit levels, for a period of not less than one year from closing, the following persons: Peter Cassell, Rob Branca, Rob Blood, and Charlie Pola. **Buyer assumes and agrees to comply with the terms of the financing documents for the golf carts and related properties in favor of Textron Financial.** The provisions of this Section regarding employment shall survive the Closing.

ARTICLE VIII

CLOSING

8.1 Date and Place of Closing. The Closing hereunder shall take place on the Closing Date in the offices of Title Company, or such other location as Buyer and Seller shall designate.

8.2 Items to be delivered at the Closing.

8.2.1 Seller. On or before the Closing Date, Seller shall deliver to Title Company each of the following items, together with instructions to deliver the same to Buyer at the Closing:

8.2.1.1 The Deed, which shall contain the terms, covenants and conditions and shall be substantially in the form attached hereto as Exhibit "B" and incorporated herein by reference.

8.2.1.2 A certification of nonforeign status pursuant to Section 1445 of the Internal Revenue Code, in a form acceptable to Title Company; and

8.2.1.3 All additional documents and instruments which the Buyer or Title Company reasonably determine to be necessary to the consummation of this transaction.

8.2.2 Buyer. On or before the Closing Date, Buyer shall deliver to Title Company each of the following items:

8.2.2.1 Cashier's check or bank-to-bank wire transfer to Title Company for delivery to Seller, funds in the sum of the Ten Million ~~Seven~~**Four** Hundred ~~Fifty~~**Sixty** Thousand Dollars (~~$10,750,000.00~~**10,460,000.00**) (less the Earnest Money Deposit~~ and the amounts necessary to pay in full the remaining balance owing with respect to the Purchase Agreements and all accrued interest~~), plus

Buyer's share of closing costs and prorations, as provided below, less all costs, expenses, and prorations to be paid by Seller. ~~Ten Million Five Hundred Thousand Dollars ($10,500,000.00) shall be paid from bond proceeds and Two Hundred Fifty Thousand Dollars ($250,000.00) shall be paid from other funds of Buyer;~~

8.2.2.2 An Assumption Agreement whereby Buyer assumes and agrees to pay and meet all of Seller's obligations under the Purchase Agreements.

8.2.2.3 All additional documents and instruments which the Buyer or Title Company reasonably determine to be necessary to the consummation of this transaction.

8.3 Closing Prorations. Ad valorem and similar taxes and assessments relating to the Property shall be prorated between Seller and Buyer as of the Closing Date, based upon the best available estimates of the amount of taxes that will be due and payable on the Property during the calendar year 2004. As soon as the amount of taxes and assessments on the Property for the calendar year 2004 is known, Seller and Buyer shall adjust the amount of taxes and assessments to be paid by each party so that Seller shall pay for those taxes and assessments attributable to the period of time prior to and including the Closing Date, and Buyer shall pay for those taxes and assessments attributable to the period of time commencing with the day after the Closing Date. Revenue and expenses with respect to the Property shall be prorated as of June 30, 2004 with the Seller being entitled to all income from the Property through June 30, 2004 and with the Buyer being entitled to all income commencing July 1, 2004. Likewise, expenses shall be prorated as of June 30, 2004 with Seller being responsible for all expenses through and including June 30, 2004 and Buyer being obligated for all expenses commencing July 1, 2004. All other expenses of the Property shall also be prorated as of the Closing Date. The provisions of this Section shall survive the Closing.

8.4 Closing Costs. All escrow and closing fees charged by Title Company shall be divided equally between, and paid by, Buyer and Seller. Buyer shall pay all recording fees. Seller shall pay the premium for the Title Policy. Buyer and Seller shall each pay for the cost of their own legal counsel and other advisors in connection with this transaction.

ARTICLE IX

DEFAULTS AND REMEDIES

9.1 Seller's Defaults; Buyer's Remedies.

9.1.1 Seller's Defaults. Seller shall be deemed to be in default hereunder upon the occurrence of any one or more of the following events:

9.1.1.1 Any of Seller's warranties or representations set forth herein shall be or become untrue at any time on or before the Closing Date;

9.1.1.2 Seller shall fail to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits and in the manner required in this Agreement.

9.1.2 Buyer's Remedies. In the event Seller shall be deemed to be in default hereunder and so long as Buyer is not then in default hereunder, Buyer may exercise any one of the following remedies: (i) waive any such default by Seller by written notice to Buyer and Title Company and proceed to close the transaction contemplated by this Agreement in accordance with the provisions of this Agreement; or (ii) terminate this Agreement by written notice to Seller, in which event the Earnest Money Deposit (including all accrued interest) shall be returned to Buyer, and the parties shall be released of all duties, obligations, or liabilities to each other hereunder.

9.2 Buyer's Default; Seller's Remedy. In the event any of Buyer's warranties or representations set forth herein shall be untrue as of the Closing Date, or if all of Buyer's conditions precedent have been either satisfied or waived and Buyer shall fail to close on its purchase of the Property as set forth herein, and so long as Seller is not then in default hereunder, Seller, may, at Seller's sole option, exercise any one or more of the following remedies:

9.2.1 Waive any such default by Buyer by written notice to Buyer and Title Company and proceed to close the transaction contemplated by this Agreement in accordance with the provisions of this Agreement;

9.2.2 Terminate this Agreement by written notice to Buyer and Title Company, in which event the Earnest Money Deposit shall be delivered to Seller, together will all accrued interest thereon, and the parties shall have no further duties or obligations to each other hereunder; or

9.2.3 Pursue all available remedies at law or in equity based on Buyer's default, including, but not limited to, obtaining specific performance of this Agreement.

ARTICLE X

BROKERAGE COMMISSION

10.1 Indemnity. Except as otherwise expressly provided in this Agreement, Seller and Buyer represent and warrant to each other that neither has contacted any real estate broker, finder, or other party in connection with this transaction, to whom any real estate brokerage, finder, or other fees may be due or payable with respect to the transaction contemplated hereby. Seller and Buyer hereby indemnify and agree to hold each other harmless from any loss, liability, damage, cost, or expenses (including reasonable attorney's fees) related to anyone claiming a commission or fee with respect to the sale of the Property as a result of any statement, agreement, or other alleged act of the other.

ARTICLE XI

CONFIDENTIALITY

11.1 Confidentiality. The parties hereto agree that all information, documents and materials, pertaining to the transaction contemplated herein, including financial information, development, entitlement, environmental, architectural and similar or dissimilar information and the existence and terms of this Agreement and the terms of the documents executed and delivered by the parties at the Closing (collectively the "Information") is strictly confidential in nature and may not be disclosed by either party to this Agreement to any third parties. Notwithstanding the foregoing, Buyer shall be permitted to disclose any Information it deems necessary to employees, independent contractors acting on Buyer's behalf, consultants, attorneys, accountants and engineers engaged, or to be engaged, by Purchaser to review, analyze or employ such Information in connection with their respective roles or assignments, but in such case Buyer shall require those parties to keep the Information confidential and use it only in connection with Buyer's agreements herein or contemplated hereby; pursuant to the confidentiality provisions immediately herein above set forth, Seller is providing the Information to the Buyer for review with the express understanding that in accordance with Utah Code Annotated § 63-2-308, Seller makes a written claim of business confidentiality and with the express understanding that the City will classify the Information under Utah Code Annotated § 63-2-304 inasmuch as a disclosure by the Buyer of the Information provided by Seller would reasonably be expected to result in unfair competitive injury to Seller.

11.2 Publicity. All notice to third parties and all other publicity concerning the transaction contemplated hereby prior to the Closing Date shall, to the extent permitted at all, be jointly planned and coordinated by and between Purchaser and Seller. None of the parties shall act unilaterally in this regard without the prior written approval of the other; however, this approval shall not be unreasonably withheld or delayed.

ARTICLE XII

MISCELLANEOUS

12.1 References. All references to "Article", "articles", "section", or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Agreement.

12.2 Exhibits. All references to "Exhibits" contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

12.3 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

12.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

12.5 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be given by facsimile, by personal service, by certified or registered mail, postage prepaid, or sent by overnight courier service and addressed as follows:

If to Buyer	South Jordan City [Please provide]_____ _____ _____ Fax:_____
If to Seller:	Mulligans Golf & Games South, Inc. 692 West 10600 South South Jordan, Utah 84095-3919 Attention: Donald L. Branca
With a copy to:	Ballard Spahr Andrews & Ingersoll, LLP 201 South Main Street, Suite 600 Salt Lake City, Utah 84111 Attention: Steven D. Peterson, General Counsel
If to Title Company:	[Please identify]_____ _____ _____ Attention: _____ Telephone: _____ Fax: _____

If mailed, such communications shall be deemed to be delivered, whether actually received or not, three (3) days after deposit in a regularly maintained receptacle for the United States mail. If by overnight courier such communications shall be effective on the date actually delivered. If sent by facsimile such communications shall be deemed to be received the date and time of receipt as shown on the confirmation of the telefacsimile transmission.

12.6 Governing Law. The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement, unless otherwise specified herein.

12.7 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes any prior agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by both Seller and Buyer.

12.8 Invalid Provisions. If any provision of this Agreement, except the provisions relating to Seller's obligation to convey the Property and Buyer's obligation to pay the Purchase Price, the invalidity of either of which shall cause this contract to be null and void, is held to be illegal, invalid, or unenforceable under this Agreement shall be construed and enforced as if such

illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

12.9 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

12.10 Parties Bound. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors and assigns.

12.11 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by Seller and Buyer, Seller and Buyer agree to perform, execute, and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated hereby.

12.12 Assignment. This Agreement is freely assignable by Seller. Buyer shall not assign its right, title, and interest under this Agreement without the prior written approval of Seller, which approval shall be at Seller's sole and absolute discretion.

12.13 Tax-Free Exchange. Buyer agrees to cooperate with Seller in completing a tax-free exchange with respect to the sale contemplated by this Agreement and with respect to the proceeds received by Seller with respect to this Agreement. Such cooperation shall include but not be limited to, making available as an exchange property certain residential lots located adjacent to or nearby the Property. Buyer and Seller agree to execute such instruments as may be reasonably necessary to facilitate such a tax-free exchange.

EXECUTED as of the day and year first above written.

SELLER:

MULLIGANS GOLF & GAMES SOUTH, INC.,
a Utah corporation

By: Donald L. Branca
Donald L. Branca
Its: President
Date: 4/21/04

BUYER:

SOUTH JORDAN CITY

By: _____

Its: City Manager / CEO

Date: April 21, 2003

Exhibit A
to
Purchase and Sale Agreement

Description of the Property

(Attached)

Exhibit B
to
Purchase and Sale Agreement

Special Warranty Deed

Parcel Tax I.D. No. _____

WHEN RECORDED, MAIL TO:

Steven D. Peterson
Ballard Spahr Andrews & Ingersoll, LLP
201 South Main Street, Suite 600
Salt Lake City, Utah 84111-2221

SPECIAL WARRANTY DEED

MULLIGANS GOLF & GAMES SOUTH, INC., a Utah corporation, grantor, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CONVEYS AND WARRANTS against all claiming by, through or under it but not otherwise, to SOUTH JORDAN CITY, a municipal corporation, grantee, whose address is _____ _____, _____ _____, the following described real property located in Salt Lake County, State of Utah:

[Insert Property Description]

The above described property is conveyed subject to the easements, restrictions and other matters set forth in Exhibit "1", which is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the grantor has executed this Special Warranty Deed this _____ day of _____, 2004.

MULLIGANS GOLF & GAMES SOUTH, INC., a Utah corporation

By:_____
Donald L. Branca
Its: President

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____, the _____ of MULLIGANS GOLF & GAMES SOUTH, INC., a Utah corporation.

_____
NOTARY PUBLIC

SCHEDULE "1"

Permitted Exceptions

Exhibit C
to
Purchase and Sale Agreement

Studies

(Attached)

Exhibit D
to
Purchase and Sale Agreement

Purchase Contracts to be Assumed by Buyer

(Attached)

2004-109 (A)

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement ("First Amendment") is made and entered into as of the 10 day of June, 2004 by and between Mulligans Golf and Games South, Inc., a Utah corporation ("Seller") and South Jordan City, a municipal corporation ("Buyer").

RECITALS

A. On or about April 21, 2004 Seller and Buyer entered into a Purchase and Sale Agreement ("Agreement") pursuant to which Seller agreed to sell to Buyer the Property commonly known as Mulligans Golf and Games South.

B. Terms which are capitalized in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them as set forth in the Agreement.

C. Seller and Buyer desire to amend the Agreement pursuant to the terms and provisions of this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree to amend the Agreement as follows:

1. Gift of Portion of Property. Seller and Buyer agree that Seller shall convey the Property to Buyer in two separate conveyances and that a portion of the Property will be sold to Buyer for the Purchase Price with the balance of the Property being donated from Seller to the Buyer. The portion of the Property which shall be conveyed to Buyer for the Purchase Price is described on Exhibit "A", which is attached hereto and incorporated by this reference. The portion of the Property which shall be gifted from Seller to Buyer is more particularly described on Exhibit "B" which is attached hereto and incorporated herein by this reference. The parties agree that the full Purchase Price of the Property shall be allocated to the Exhibit "A" property for all purposes and the balance of the Property shall constitute a gift from Seller to Buyer.

2. No Other Changes. Except as specifically modified by this First Amendment, the Agreement shall remain as originally executed and shall not be modified.

SELLER

MULLIGANS GOLF AND GAMES SOUTH, INC., a Utah corporation

By: Joe Branch

Its: _____

UT_DOCS_A #1156679 v1

SOUTH JORDAN CITY, a municipal corporation

By: _____
Its: City Manager/CEO

2004 - 1 **UNITED TITLE SERVICES** **2004-058**
Owner's Policy of Title Insurance
Purchase of Mulligan's Golf & Games

Owner's Policy of Title Insurance

Fidelity National Title Insurance Company
A Stock Company

Policy Number 1312- 315132

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. *Title to the estate or interest described in Schedule A being vested other than as stated therein;*
2. *Any defect in or lien or encumbrance on the title;*
3. *Unmarketability of the title;*
4. *Lack of a right of access to and from the land.*

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Fidelity National Title Insurance Company

Policy issued through the offices of:

UNITED TITLE SERVICES

4455 South 700 East, Suite 200
Salt Lake City, Utah 84107
(801) 263-3033 Fax: (801) 263-0660

FIDELITY NATIONAL TITLE INSURANCE COMPANY CORPORATE SEAL

By: President

ATTEST

Secretary

Countersigned: Camille Keys
Authorized Signature
(Please print name below)
Camille Keys

FORM 1312
Reprinted (02/00)

ALTA Owner's Policy (10-17-92)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) **Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.**
   (b) **Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.**
2. **Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.**
3. **Defects, liens, encumbrances, adverse claims or other matters:**
   (a) **created, suffered, assumed or agreed to by the insured claimant;**
   (b) **not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;**
   (c) **resulting in no loss or damage to the insured claimant;**
   (d) **attaching or created subsequent to Date of Policy; or**
   (e) **resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy**
4. **Any claim which arises out of the transaction vesting in the Insured the estate or interest by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:**
   (a) **the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or**
   (b) **the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:**
      (i) **to timely record the instrument of transfer; or**
      (ii) **of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.**

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the term of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secuse to the Company the right to so prosecute or provide defense in the action

or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed

SCHEDULE A

/mt

Total Fee for Title Search, Examination
and Title Insurance **$17,443.00**

Amount of Insurance: **$10,460,000.00**

Policy No: **1312-315132**
Order No.: **00190184**

Date of Policy: **June 29, 2004 at 10:34 p.m.**

1. Name of Insured:

   MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH, a non-profit corporation

2. The estate or interest referred to herein is at Date of Policy vested in:

   MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH, a non-profit corporation

3. The estate or interest in the land which is covered by this policy is:

   fee simple

4. The land referred to in this policy is situated in the State of Utah, County of **Salt Lake** and is described as follows:

   See Exhibit A attached hereto and made a part hereof.

Policy No: **1312-315132**
Order No.: **00190184**

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

7. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-276-001.

8. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-276-002.

9. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-276-014.

10. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-276-015.

11. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-276-022.

12. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-226-015.

13. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-226-016.

14. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-226-017.

SCHEDULE B CONTINUED

15. Said property is included with the boundaries of SOUTH JORDAN, and is subject to the following charges and assessments thereof:

    SOUTH JORDAN CITY (254-3742)
    SOUTH VALLEY SEWER (571-1166)

16. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: JOHN D. HARMAN and GEORGE E. HARMAN
    Grantee MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY
    Purpose: To construct, operate, maintain and remove such communication and other facilities, upon, over, under and across subject property.
    Dated: March 31, 1959
    Recorded: April 7, 1959
    Entry No: 1646201
    Book/Page: 1601-643

17. TRANSMISSION LINE EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: LEWIS P. BURBIDGE and MYRLE BURBIDGE. his wife
    Grantee: UTAH POWER AND LIGHT COMPANY
    Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system.
    Dated: November 30, 1956
    Recorded: March 6, 1957
    Entry No.: 1528452
    Book/Page: 1394-524

18. TRANSMISSION LINE EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: GEORGE E. HARMAN and JOYCE E. HARMAN, his wife, etal
    Grantee: UTAH POWER AND LIGHT COMPANY
    Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system.
    Dated: December 1, 1956
    Recorded: March 6, 1957
    Entry No.: 1528461
    Book/Page: 1394-533

19. TRANSMISSION LINE EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: WM. R. SOFFE and LUCY A. SOFFE, his wife
    Grantee: UTAH POWER AND LIGHT COMPANY
    Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system.
    Dated: November 29, 1956
    Recorded: March 6, 1957
    Entry No.: 1528462
    Book/Page: 1394-534

20. EASEMENT AS DISCLOSED BY WARRANTY DEED
    Purpose: JOHN D. HARMAN and VERA E. HARMAN, his wife, etal
    Dated: August 5, 1966
    Recorded: August 5, 1966
    Entry No.: 2166493
    Book/Page: 2483-85

SCHEDULE B CONTINUED

21. RIGHT OF WAY EASEMENT AND CONDITIONS CONTAINED THEREIN:
    - Grantor: RONALD E. SOFFE and MARY JO SOFFE, his wife, etal
    - Grantee: THE MOUNTAIN FUEL SUPPLY COMPANY
    - Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities.
    - Dated: January 7, 1970
    - Recorded: January 13, 1970
    - Entry No.: 2316989
    - Book/Page: 2821-228

22. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    - Grantor: GEORGE E. HARMAN and JOYCE EMERY HARMAN, his wife
    - Grantee: SEWERAGE IMPROVEMENT DISTRICT NO. 1, a body politic of the State of Utah
    - Purpose To lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, vales, valve boxes and other sewer transmission distribution structures and facilities
    - Dated: November 10, 1975
    - Recorded: November 25, 1975
    - Entry No.: 2763802
    - Book/Page 4037-110

23. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    - Grantor: GEORGE E. HARMAN and JOYCE E. HARMAN, his wife
    - Grantee: GEORGE DAVID HARMAN and VALERIE HARMAN, etal
    - Purpose For roadway purposes, water, sewer, power and other utilities
    - Dated: January 21, 1980
    - Recorded: January 24, 1980
    - Entry No.: 3392307
    - Book/Page 5033-338

24. EASEMENT AS DISCLOSED BY QUIT CLAIM DEED
    - Grantor: UTAH DEPARTMENT OF NATURAL RESOURCES, Division of Parks and Recreation
    - Grantee: GEORGE E. HARMAN and JOYCE EMERY HARMAN
    - Purpose: Grantor will install on or before development a 4 foot (four foot) field fence, complete with two strands of barbwire and one 10 ft. (ten foot) gate. The gate location is to be determined by grantee. Grantor will also provide a 18" diameter culvert and ditch to grantee's property from the Jordan River for stock watering. Location of culvert will be determined by Grantee.
    - Dated: February 20, 1985
    - Recorded: March 7, 1985
    - Entry No.: 4058569
    - Book/Page: 5635-197

SCHEDULE B CONTINUED

25. EASEMENT AS DISCLOSED BY QUIT CLAIM DEED
    - Grantor: UTAH DEPARTMENT OF NATURAL RESOURCES, Division of Parks and Recreation
    - Grantee: FORREST HANCOCK and RENAE HANCOCK, Trustee of the HANCOCK FAMILY TRUST
    - Purpose: Grantor agrees to install new field fence with a 10' access gate, location to be determined by Grantee on or before the time of development of trails for Parkway. The Grantor also agrees to provide an 18" culvert from the river to Grantees property for stock watering purposes. Culvert to be installed at an elevation capable of conveying water during low flows of the river.
    - Dated: February 20, 1985
    - Recorded: April 17, 1986
    - Entry No.: 4231721
    - Book/Page: 5757-369

26. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    - Grantor: LUCY A. SOFFE
    - Grantee: FOREST HANCOCK
    - Purpose For ingress and egress
    - Dated: January 30, 1959
    - Recorded: April 24, 1991
    - Entry No.: 5055793
    - Book/Page 6308-2485

27. WATER LINE EASEMENT AND CONDITIONS CONTAINED THEREIN:
    - Grantor: MULLIGAN'S
    - Grantee: SOUTH JORDAN CITY, a municipal corporation
    - Purpose A perpetual 20' water line easement
    - Dated: October 28, 1997
    - Recorded: January 29, 1998
    - Entry No.: 6849599
    - Book/Page 7865-1189

28. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    - Grantor: MULLIGAN'S GOLF AND GAMES SOUTH, INC.
    - Grantee: UTAH DEPARTMENT OF TRANSPIRATION
    - Purpose A temporary construction easement incident to the widening of 10600 South Street
    - Dated: March 1, 2001
    - Recorded: March 9, 2001
    - Entry No.: 7840185
    - Book/Page 8432-6994

29. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    - Grantor: MULLIGAN'S GOLF AND GAMES SOUTH, INC.
    - Grantee: UTAH DEPARTMENT OF TRANSPIRATION
    - Purpose For constructing thereon cut and/or fill slopes and appurtenant parts thereof incident to the widening of 10600 South Street
    - Dated: March 1, 2001
    - Recorded: March 9, 2001
    - Entry No.: 7840187
    - Book/Page 8432-6999

SCHEDULE B CONTINUED

30. Right of way across the Southwesterly portion of subject property as disclosed by County Plat.

31. DEED OF TRUST
    Trustor: JAMES C. BLAIR, III
    Trustee: METRO NATIONAL TITLE
    Beneficiary: GEORGE E. HARMAN and JOYCE E. HARMAN, as Trustees or their Successors in Trust, of the G&J HARMAN FAMILY TRUST dated November 22, 1993
    Amount: $282,124.00
    Dated: February 24, 1995
    Recorded: February 28, 1995
    Entry No.: 6030816
    Book/Page: 7108-1932

    NOTE: Escrow Deposit Agreement, by and between Zions First National Bank, as Trustee, and Municipal Building Authority of the City of South Jordan, Utah, has been established in an amount sufficient to defease the promissory notes for the benefit of the note holders.

32. DEED OF TRUST
    Trustor: MULLIGANS GOLF AND GAMES SOUTH, INC.
    Trustee: METRO NATIONAL TITLE
    Beneficiary: FORREST HANCOCK and RENAE HANCOCK, Trustees of THE HANCOCK FAMILY TRUST, dated January 30, 1984
    Amount: $347,693.34
    Dated: August 12, 1996
    Recorded: August 20, 1996
    Entry No.: 6434248
    Book/Page: 7469-2069

    NOTE: Escrow Deposit Agreement, by and between Zions First National Bank, as Trustee, and Municipal Building Authority of the City of South Jordan, Utah, has been established in an amount sufficient to defease the promissory notes for the benefit of the note holders.

33. DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
    Trustor: MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH, a nonprofit corporation
    Trustee: ZIONS FIRST NATIONAL BANK, as Deed of Trust Trustee and bond trustee
    Beneficiary: BNP PARIBAS, as letter of credit bank, together with the Bond Trustee
    Amount: $12,500,000.00
    Dated: June 1, 2004
    Recorded: June 29, 2004
    Entry No.: 9105037
    Book/Page: 9007-3522

34. NOTICE OF MASTER LEASE AGREEMENT
    Executed by: MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH, a nonprofit corporation
    Dated: June 29, 2004
    Recorded: June 29, 2004
    Entry No.: 9105038
    Book/Page: 9007-3545

Exhibit A

PARCEL 1:

Beginning at a point on the North right of way line of 10600 South Street and the centerline of a 20 foot right of way, said point being West 976.59 feet and North 170.58 feet from the found East Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said right of way centerline North 03°05'16" East 217.90 feet and North 12°14'57" West 267.60 feet; thence North 77°39'23" East 10 feet; thence North 12°30'37" West 81.10 feet to the South line of that certain Parcel deeded to the Salt Lake Church of Christ by Warranty Deed recorded February 5, 1997 as Entry No. 6565607 in Book 7592 at Page 2811 of Official Records; thence North 84°37'17" East along said South line 155.30 feet to a fence at the Southeast corner of said Parcel; thence along said fence the following 18 calls; North 13°56'08" West 13.30 feet; North 11°08'47" West 5.50 feet; North 24°03'30" West 44.97 feet; North 26°10'55" West 42.93 feet; North 26°09'34" West 45.04 feet; North 24°08'27" West 45.08 feet; North 27°18'12" West 30.16 feet; North 30°22'39" West 45.59 feet; North 26°11'23" West 31.33 feet; North 23°03'31" West 55.81 feet; North 22°24'45" West 48.59 feet; North 18°09'26" West 45.59 feet; North 18°45'06" West 43.25 feet; North 20°39'23" West 31.37 feet; North 26°07'41" West 16.13 feet; North 37°01'12" West 15.26 feet; North 60°48'42" West 14.23 feet; North 75°38'03" West 10.61 feet to the end of said fence; thence North 88°54'00" West 458.00 feet; thence North 00°26'43" East 212.92 feet; thence South 89°33'17" East 273.00 feet; thence North 00°26'43" East 528.73 feet; thence North 88°36'50" East 90.82 feet to a fence corner and the Southwest corner of the W. Van Palmer Property as surveyed by McNeil Engineering (Recordation No. S98-08-0467 on file with the Salt Lake County Surveyor's Office); and running thence along said fence and South property line of the following 12 calls; North 88°42'12" East 135.11 feet; North 89°07'08" East 60.47 feet; South 89°14'46" East 138.94 feet; South 88°59'30" East 172.62 feet; South 88°58'14" East 246.76 feet; South 88°53'58" East 212.09 feet; South 88°50'08" East 194.46 feet; South 89°00'29" East 108.30 feet; South 88°18'15" East 79.51 feet; South 87°51'30" East 80.62 feet; South 88°09'08" East 51.70 feet; and South 89°32'38" East 54.69 feet to the Southeast corner of said Palmer Property and the West line of The Division of Parks and Recreation Property as shown on Sheet 2 of Utah Department of Transportation Project No. SP-1746 Provo-Jordan River Parkway property exchange drawings dated February 2, 1989; thence along said West line the following 3 calls; South 05°51'19" East 1699.63 feet to a point on a 1072.00 foot radius curve to the right with a central angle of 09°24'22"; thence along said curve an arc distance of 175.99 feet (chord bears South 01°09'08" East 175.79 feet); thence South 03°33'03" West 26.69 feet to the North right of way line of 10600 South Street; thence leaving said West line and running along said North line of 10600 South Street the following 5 calls; North 79°16'48" West 181.79 feet; North 87°44'49" West 120.98 feet; South 88°54'21" West 192.33 feet; South 89°28'11" West 741.17 feet; thence North 80°03'19" West 246.28 feet to the point of beginning.

SUBJECT TO A RIGHT OF WAY DESCRIBED AS FOLLOWS:

Beginning at a point which is South 1187.84 feet and East 1037.76 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°26'43" East 20 feet; thence South 89°33'17" East 20 feet; thence South 00°26'43" East 20 feet; thence North 89°33'17" West 20 feet to the point of beginning.

Excepting therefrom any portion within the bounds of Springhill Subdivision No. 1 and Springhill Subdivision No. 2.

PARCEL 2:

LESS AND EXCEPTING therefrom: Beginning at a point which is South 1187.84 feet and East 1037.76 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°33'17" East 157.59 feet; thence South 00°26'43" West 180.95 feet; thence South 88°00'11" West 36.28 feet along existing field fence; thence North 88°06'56" West 121.38 feet along said fence; thence North 00°26'43" East 18.55 feet; thence North 89°03'03" West 16.50 feet; thence North 45°00'00" East 23.52 feet; thence North 00°26'43" East 143.99 feet to the point of beginning.

LESS AND EXCEPTING from Parcel 2 the Southerly portion of said property, described as follows:

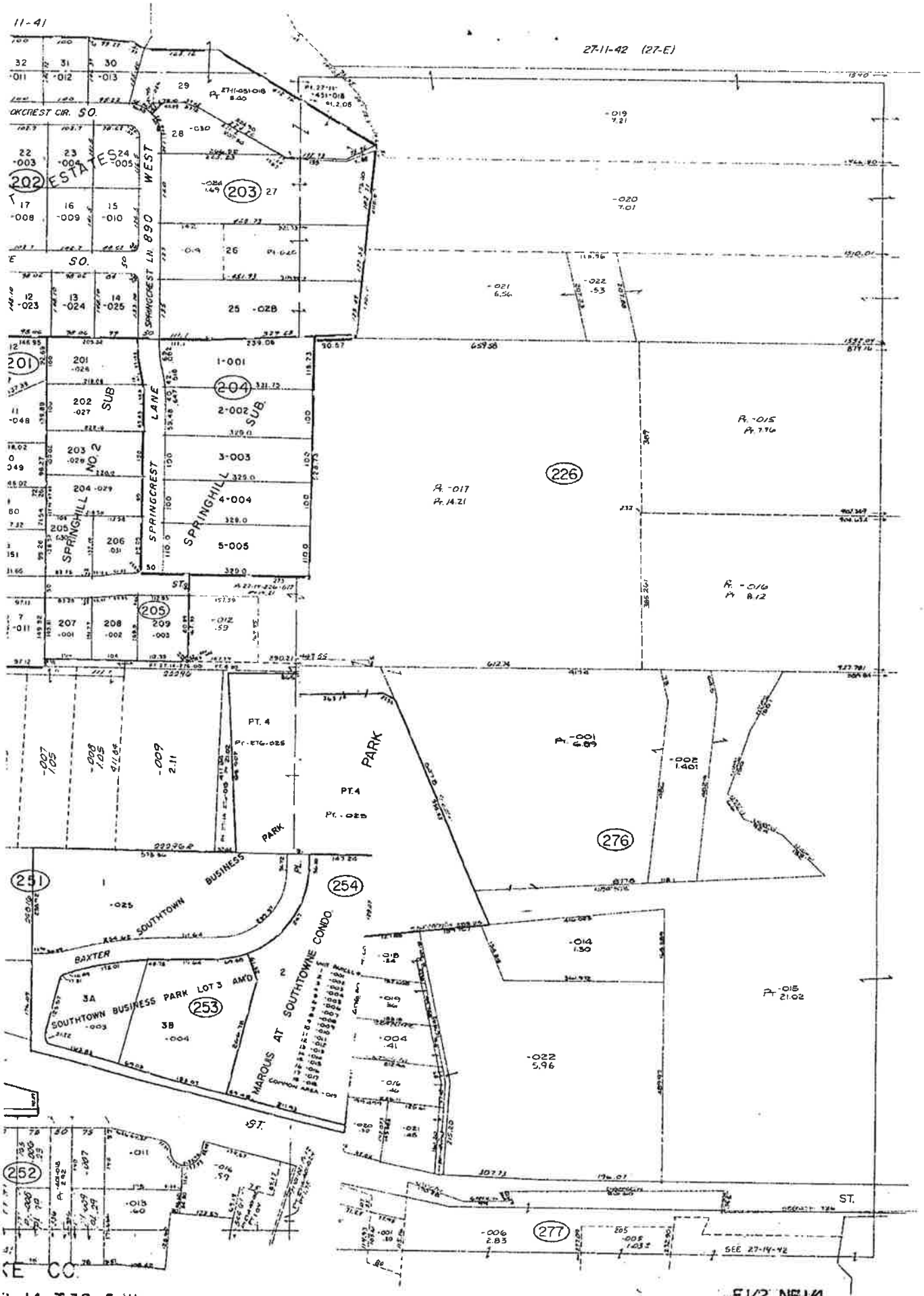
Commencing 80 rods North and 43.32 rods East from the center of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 16.5 feet; thence East 768.5 feet; thence South 16.5 feet; thence West 768.5 feet to the point of beginning. Less the tract deeded to Utah Power and Light Company.

ALSO LESS AND EXCEPTING from Parcel 2 the following: Beginning South 1348.725 and East 1036.505 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 89°03'03" West 16.5 feet; thence North 45° East 23.52 feet; thence South 00°26'43" West 16.9 feet to the point of beginning.

PARCEL 3:

ALSO LESS AND EXCEPTING a parcel of land in fee for the widening of 10600 South Street known as Project No. 0151, being part of an entire tract of property, situate in the Southeast Quarter of the Northeast Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southwest corner of said entire tract which is 297.705 meters (976.72 feet) South 89°29'36" West along the Quarter section line and 54.398 meters (178.47 feet) North from the East Quarter corner of said Section 14; and running thence North 03°05'16" East 1.060 meters (3.48 feet) along the Westerly boundary line of said entire tract to a point which is 17.955 meters (58.91 feet) radially distant Northerly from the centerline of said project at Engineer Station 37+265.740; thence Easterly 93.795 meters (307.73 feet) along the arc of a 982.045-meter (3221.93- foot) radius non-tangent curve to the left concentric with said centerline (Note: Chord to said curve bears South 81°30'23" East for a distance of 93.759 meters (307.61 feet)) to the Southerly boundary line of said entire tract at a point opposite Engineer Station 37+361.250; thence South 89°28'11" West 18.851 meters (61.85 feet) along said Southerly boundary line; thence North 80°03'19" West 75.066 meters (246.28 feet) along said Southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.



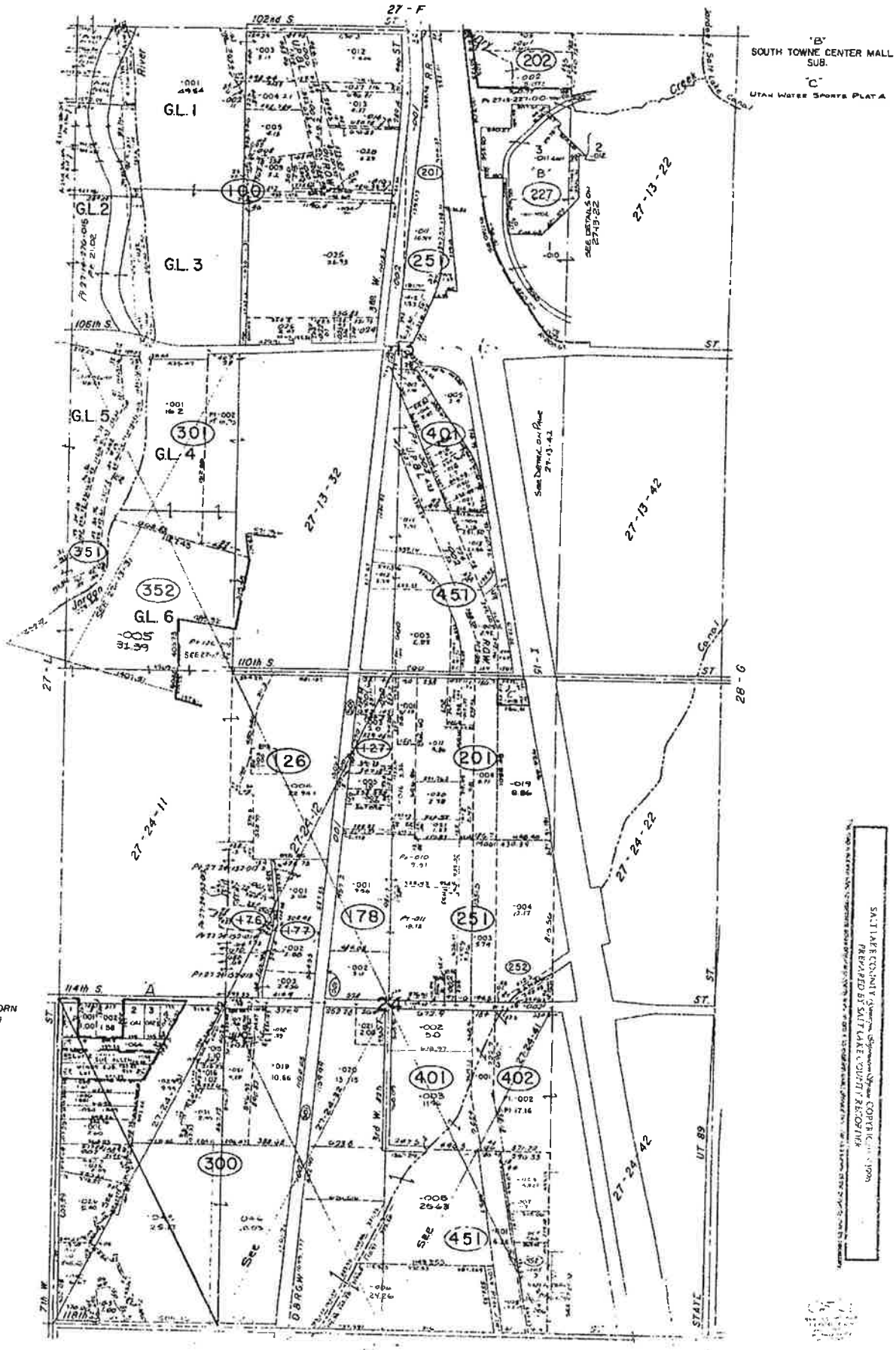
C. 14 T.3S. R.1W.

27-14-42

E1/2 NE1/4
SEC 14 T3S R.1W

SCALE: 1"=100'

27-14-22



SALT LAKE COUNTY (Sponsor Division Office) COPYRIGHT 1990
PREPARED BY SALT LAKE COUNTY RECORDER

SALT LAKE CO.

SECS 13 & 24 T3S. R1W

SCALE 1" = 400'

27-M

A COMPLETE APPRAISAL IN A SUMMARY
APPRAISAL REPORT ON

66.86 Acres
(52.74 Acres Future Office Land)
(14.12 Acre Commercial Site)

LOCATED AT
692 West 10600 South
South Jordan, Utah

DATE OF VALUATION
March 24, 2004

REPORT #216-04-L

PREPARED FOR

Mr. James C. Blair
Mulligan South Golf & Games Inc.
692 West 10600 South
South Jordan, Utah 84095

PREPARED BY

Brent T. Clark, MAI

Free and Associates
Real Estate Appraisers and Consultants
1100 East 6600 South, Suite #201
Salt Lake City, Utah 84121
(801) 262-3388

March 29, 2004

Mr. James C. Blair
Mulligan South Golf & Games Inc.
692 West 10600 South
South Jordan, Utah 84095

RE: A complete appraisal in a summary appraisal report on the Mulligan's Golf and Games property consisting of approximately 66.86 acres located at 692 West 10600 South, South Jordan, Utah. The 66.86 acre site is comprised of 52.74 acres with future land use for likely office use and 14.12 acres with future land use plan for commercial/retail use.

Dear Mr. Blair:

At your request, I have personally inspected the above captioned property located in South Jordan, Utah. The appraisal is based on a valuation date of March 24, 2004 which is the date of inspection of the property by the appraiser. You have requested I determine the market value of the 66.86 acres, which includes 52.74 acres of improved land for future office development, and a separate parcel of 14.12 acres located along the 10600 South Street frontage. Currently, the subject parcel is being used as a golf course with driving range, miniature golf, and batting cages. The highest and best use is for future development.

As per your request, the appraisal report has been prepared in a manner to conform to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards of the Appraisal Foundation.

In the valuation process, only the Sales Comparison Approach was expanded to determine the market value estimate. Based on the highest and best use, the Cost Approach and Income Approach were not utilized.

A thorough investigation of the neighborhood, as well as an extensive search for comparable sales was made that would indicate an accurate value for the subject property. A detailed description of the subject property and an explanation of the basis of the valuation can be found in the following report.

After careful consideration of the information and analysis contained within this report, I am of the opinion the "as is" market value of the 52.74 acre parcel for future office site area, with fee simple title property rights, as of March 24, 2004, is:

$7,475,000

"SEVEN MILLION FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS"

After careful consideration of the information and analysis contained within this report, I am of the opinion that the "as is" market value of the 14.12 acre commercial land, with fee simple title property rights, as of March 24, 2004, is:

$3,700,000

"THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS"

After careful consideration of the information and analysis contained within this report, I am of the opinion that the "as is" market value of subject 66.86 acres with fee simple title property rights, as of March 24, 2004, is:

$11,175,000

"ELEVEN MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS "

This letter of transmittal is not to be misconstrued as a complete and full narrative report. It merely indicates the final value estimate developed in the following report. The following appraisal report provides supporting data, assumptions, and justifications for our final value conclusions. The appraisal is made subject to the general assumptions and limiting conditions stated at the end of the report.

Respectfully submitted,

Brent T. Clark, MAI

BTC/jth

SUBJECT

SUMMARY OF IMPORTANT CONCLUSIONS

SUBJECT:	66.86 acres comprised of 52.74 acres of potential office site area and a 14.12 acres parcel of potential commercial/retail use.
LOCATION:	692 West 10600 South, South Jordan City, Utah
HIGHEST AND BEST USE:	
52.74 acres land as though Vacant:	Office/Retail uses
14.12 acres land as though Vacant:	Commercial/Retail uses
ZONING:	A-5 & C-C; South Jordan City Jurisdiction (see zoning section of report for break up of zoning and associated parcels)
TAX IDENTIFICATION NUMBERS:	27-14-226-015, -016, -017 27-14-276-001, -002, -014, -015, -022
OWNER OF RECORD:	Mulligans South Golf & Games, Inc
APPRAISED INTEREST:	Fee simple title
DATE OF APPRAISAL:	March 24, 2004
DATE OF REPORT:	March 29, 2004
CONCLUDED VALUE ESTIMATE:	
52.74 Acres:	$ 7,475,000
14.12 Acre Pad Site:	$ 3,700,000
VALUE TO ONE BUYER:	$ 11,175,000
ESTIMATED EXPOSURE TIME:	Twelve months

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ADDENDUM

IDENTIFICATION OF THE PROPERTY

I have been asked to determine the market value of the subject property that is currently Mulligan' s Golf and Games located at 10600 South 692 West, South Jordan, Utah. There are 66.86 acres of land that have a highest and best use for future office and retail development. There is some asphalt parking, curb, gutter and basic utilities along the 10600 South frontage. The following legal descriptions of the subject land area were provided by the Salt Lake County Recorder's Office:

Parcel #27-14-226-015

BEGINNING North 1215.601 feet and East 403.396 feet; and North 5°51'19" West 390.869 feet from the East quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; North 5°51'19" West 392.76 feet; North 89°14' West 879.16 feet more or less; South 2°29'52" East 389 feet more or less; South 89°07'16" East 902.349 feet to **BEGINNING**. 7.96 acres more or less.

Parcel #27-14-226-016

BEGINNING North 1215.601 feet and East 403.396 feet from the East quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, North 88°54' West 927.781 feet; North 2°29'52" West 385.261 feet; South 89°07'16" East 904.632 feet; South 5°51'19" East 390.869 feet to **BEGINNING**. 8.12 acres.

Parcel #27-14-226-017

BEGINNING South 1187.84 feet and East 1037.76 feet from the North quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; North 0°26'43" East 50 feet; South 89°33'17" East 273 feet more or less; North 0°26'43" East 528.73 feet; North 88°21'10" East 90.57 feet; South 89°14' East 659.58 feet more or less; South 2°29'52" East 389 feet more or less; North 89°07'16" West 2.32 feet more or less; South 2°29'52" East 385.26 feet; North 88°54' West 612.74 feet more or less; North 16.5 feet; North 88°54' West 290.21 feet; North 0°26'43" East 164.45 feet; North 89°33'17" West 157.59 feet to **BEGINNING**. 14.21 acres more or less.

Parcel #27-14-276-001

COMMENCING 3.24 chains West from the Northeast Corner South 1/2 of the Northwest quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; West 13.90 chains South 24° East 8.30 chains, North 84°30' East 13.30 chains; North 48° West 2 chains; North 68° West 1.40 chains; North 35° West 1 chain, North 18° East 150 feet; North 28° East 2.35 chains to BEGINNING. Also COMMENCING 80 rods North and 43.32 rods East from the Center of said Section 14 North 16.5 feet, East 768.5 feet, South 16.5 feet, West 768.5 feet to **BEGINNING**. Less tract deeded to UP&L Co. 6.89 Acres.

Parcel #27-14-276-002

BEGINNING 1367 feet North and 4904 feet East mor ore less from the West quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; South 13°51' East 64.5 feet; South 5°12' West 482.9 feet; South 84°07' West 112.1 feet; North 5°12' East 486 feet; North 13°51' West 73 feet more or less; East 113.3 feet t **BEGINNING**. 1.40 acres more or less.

Parcel #27-14-276-014

BEGINNING North 785.698 feet and West 476.1 feet from the East quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; South 165.289 feet; West 361.972 feet; North 22°42'12" West 134.818 feet; North 84°21'20" East 416.023 feet to **BEGINNING**. 1.30 acres.

Parcel #27-14-276-015

BEGINNING 100 feet North from the Southeast corner of the Northeast quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; East 594 feet to Jordan River Northwesterly along river to a point 80 rods South from the North line of Section 14, West 559.84 feet, South 28° West 2.35 chains, South 18° West 1-1/2 chains, South 35° East 1 chain, South 68° East 1.40 chains, South 48° East 2 chains, South 84°30' West 13.3 chains, North 24° West 8.30 chains, West 5.90 chains, South 6.24 chains, West 6.36 chains, South 9.26 chains to county road Easterly along the road to the BEGINNING. Except BEGINNING 1204.47 feet West and North 221.29 feet from the East quarter Corner of said Section 14; North 5°29'41" East 222.67 feet; South 84°30'19" East 212.94 feet; North 12°20'37" West 94 feet; North 84°30'19" West 183.18 feet; North 5°29'41" East 186.32 feet; North 84°24'05" East 283.25 feet; North 24° West 555.53 feet; North 60°14'16" West 25.56 feet; South 87°48'20" West 365.77 feet; South 3°45'56" East 405.38 feet; North 89°40'13" West 453.2 feet; South 0°10'25" West 585.04 feet more or less; North 88°39'56" East 474.19 feet; South 77°06'36" East 244.42 feet to BEGINNING. Less tract deeded to Utah Department of Natural Resources Division of Parks & Recreation. Also except BEGINNING South

89°29'52" West 1202.17 feet and North 0°30'08" West 231.95 feet from the East quarter corner of said Section 14; North 5°29'41" East 222.67 feet; South 84°30'19" East 212.94 feet; North 12°20'37" West 94.55 feet; North 84°30'19" West 183.18 feet; North 5°29'41" East 186.32 feet; North 84°24'05" East 267.78 feet more or less; South 22°42'12" East 134.818 feet; East 361.972 feet; South 489.97 feet more or less to a point North 130.436 feet and West 476.1 feet from said East quarter Corner; Northwesterly along 10600 South Street to BEGINNING. Also except BEGINNING North 785.698 feet and West 476.1 feet from the East quarter corner of said Section 14; South 165.289 feet; West 361.972 feet; North 22°42'12" West 134.818 feet; North 84°21'20" East 416.023 feet to **BEGINNING**. 21.02 acres.

Parcel #27-14-276-022

BEGINNING at the Southwest corner of Mulligan's Golf & Games and the North right-of-way line of 10600 South Street, said point being West 476.1 feet and North 130.436 feet from the East quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; South 89°28'11" West 196.07 feet; Westerly along a 3221.93 foot radius curve to right 307.73 feet to the center 20 feet of right-of-way; North 3°09'05" East 215.2 feet; North 12°20'37" West 266.91 feet; North 77°39'23" East 10 feet; North 12°30'37" West 101.81 feet to the North line of the Harman Property; North 84°21'20" East 139.767 feet; South 22°42'12" East 134.818 feet; East 361.972 feet; South 489.973 feet to **BEGINNING**. 5.96 acres.

PURPOSE AND USE OF THE APPRAISAL

The purpose of the appraisal is to estimate the "as is" fee simple market value of the subject as of March 24, 2004, which was the last date of inspection. The intended use of the appraisal is for sale and tax planning considerations.

INTENDED USER

The intended user of the report is Mr. James C. Blair. The report was ordered by Mr. Blair on March 11, 2004.

SCOPE OF THE APPRAISAL ASSIGNMENT

I have performed an extensive investigation of the local marketplace for valuation of the subject property. The site and improvement descriptions are based on physical inspection of the subject property on March 24, 2004.

The valuation research included, but was not limited to, talking with local land owners, city and county officials, brokers, appraisers, and local property owners. All sales have been verified with a responsible party. Only the Sales Comparison Approach has been developed for this appraisal report since the subject has a highest and best use as vacant land for future development.

The appraisal report has been prepared to conform to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards of the Appraisal Foundation. Understanding that Utah is a non-disclosure state, information used in this report is as reliable as it is practical.

DEFINITION OF MARKET VALUE

"MARKET VALUE" as used in this report is defined as follows:
"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised, and each acting in what they consider their own best interests;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."[1]

DEFINITION OF "AS IS" PREMISE

The definition of "AS IS" as used in this report is based on the following:

"Market Value 'as is' on appraisal date means an estimation of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications, as of the date the appraisal is prepared."[2]

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[1] *Federal Register*, Volume 55, Number 163, (August 22, 1990), 34228 and 34229; also quoted in the Glossary of the *Uniform Standards of Professional Appraisal Practice*, 2000 ed. and *The Appraisal of Real Estate,* 12th ed. (Chicago: Appraisal Institute, 2001), 23.

[2] Appraisal Policies and Practices of Insured Institutions and Service Corporations, Federal Home Loan Bank Board, "*Final Rule*, 12 CFR Parts 563 and 571, December 21, 1987.

DATE OF THE APPRAISAL

The effective date of the appraisal is March 24, 2004, the last date of personal inspection of the property. The date of the report, or completion date, is March 29, 2004.

STATEMENT OF OWNERSHIP

The owners of record, according to the Salt Lake County Recorder's Office, vary slightly between parcel identification numbers as follows:

27-14-226-015	Mulligan Golf And Games South
27-14-226-016	Mulligan Golf And Games South
27-14-226-017	Mulligans Golf c/o Don Branca
27-14-276-001	Mulligan Golf And Games South
27-14-276-002	Mulligans Golf And Games
27-14-276-014	Mulligans Golf & Games
27-14-276-015	Mulligans Golf And Games South
27-14-276-022	Mulligan Golf And Games South, Inc

PROPERTY RIGHTS APPRAISED

The appraisal is based on the property rights being in fee simple estate.

Fee Simple Estate

A fee simple estate is defined as:

"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[3]

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[3]Appraisal Institute, *The Appraisal of Real Estate*, 12th ed. (Chicago: Appraisal Institute, 2001), 69.

AREA ANALYSIS WITH REGIONAL AND CITY DATA

The subject property is located in northern Utah within the official boundaries of Salt Lake County. The metropolitan area of Salt Lake County is the largest population, transportation, and business center in the state of Utah. Salt Lake County physically encompasses an area which extends 33 miles along Interstate 15 from Bountiful City on the north to Draper City on the south. The elevation varies from 4,200 to 5,200 feet above sea level with Salt Lake City having an official elevation of 4,330.35 feet.

Servicing the Salt Lake region are three major railroads, an international airport, a public bus system and numerous interstate trucking and transport service companies. The metropolitan Salt Lake region is significantly affected by the environmental considerations (location), and also by the fact the state has a high birth rate. In analyzing the general area of the subject property, four primary forces which influence real estate value and use will be summarized. The four forces are: 1) Social, 2) Economic, 3) Governmental, and 4) Environmental Considerations.

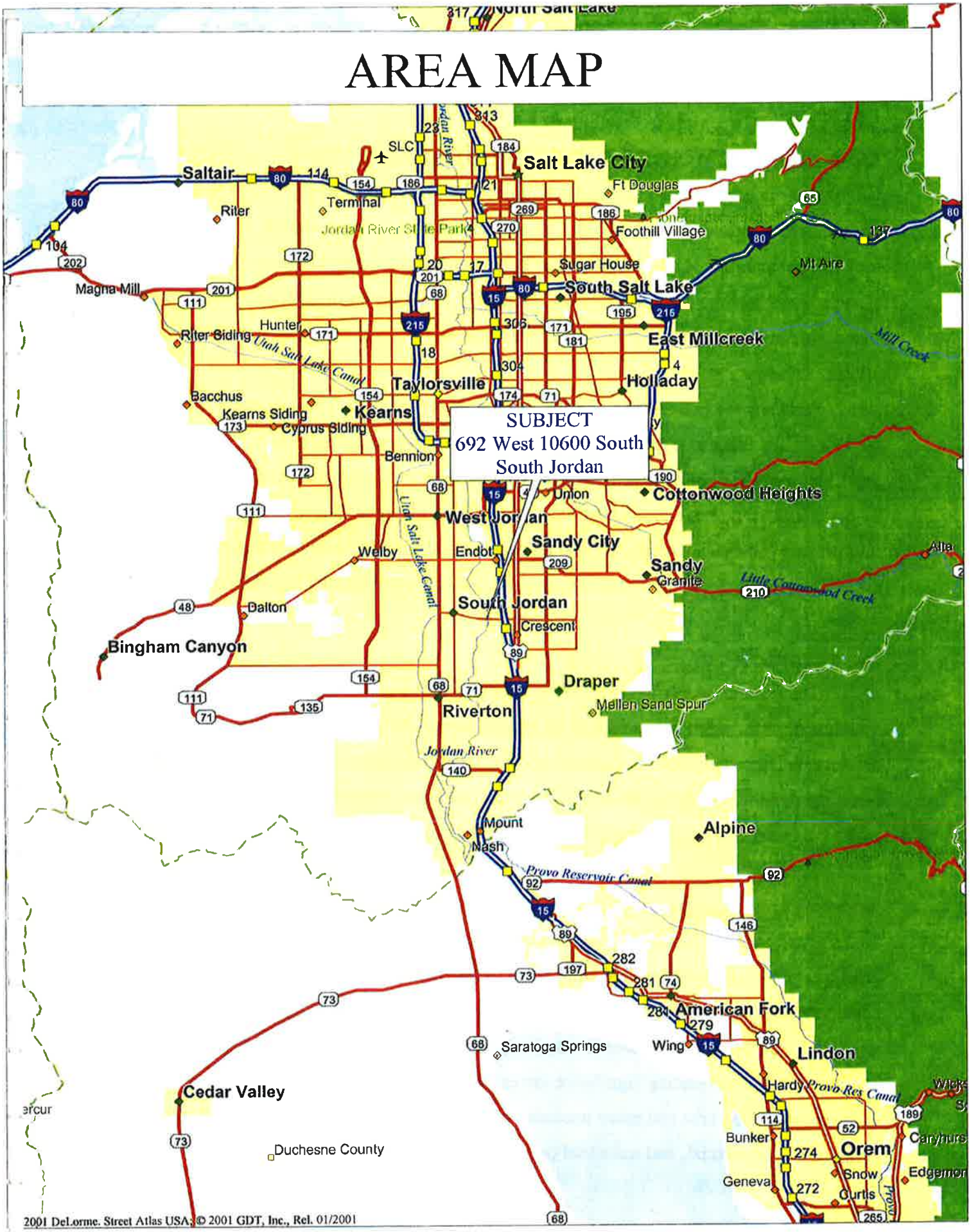
Social Considerations

The general population is relatively young, healthy and educated. The area experiences a high birth rate which has produced an annual population growth rate that is higher than the national average. This trend is expected to continue into the future and supports the likelihood of continual demand and future growth in the local real estate markets. Overall, the social factors in the area generally contribute favorably to the value of real estate.

Economic Considerations

The economic base is fairly diversified and unemployment levels are low with no single employer predominant in the local work force. This is beneficial, since a major employer cannot adversely affect the local economy and local real estate values by laying off a large number of workers. The per capita income level of the state, however, is much lower than the national average, but is experiencing significant increases which is bringing it more in line with the rest of the country. The area real estate markets, with respect to single family residential, multifamily residential, commercial, and industrial properties, are healthy. Financing is available for

AREA MAP


SUBJECT
692 West 10600 South
South Jordan
Salt Lake City
SLC
Saltair
Riter
Terminal
Jordan River State Park
Ft Douglas
Foothill Village
Sugar House
South Salt Lake
Mt Aire
Magna Mill
Hunter
Riter Siding
Utah Salt Lake Canal
East Millcreek
Mill Creek
Taylorsville
Holladay
Bacchus
Kearns Siding
Kearns
Cyprus Siding
Bennion
Union
Cottonwood Heights
West Jordan
Sandy City
Welby
Endot
Sandy
Granite
Little Cottonwood Creek
Alta
Dalton
South Jordan
Crescent
Bingham Canyon
Draper
Mellen Sand Spur
Riverton
Jordan River
Mount
Nash
Alpine
Provo Reservoir Canal
American Fork
Saratoga Springs
Wing
Lindon
Hardy
Provo Res Canal
Cedar Valley
Bunker
Orem
Snow
Curtis
Geneva
Edgemont
Duchesne County
2001 DeLorme. Street Atlas USA. © 2001 GDT, Inc., Rel. 01/2001

commercial and industrial properties. Salt Lake City has recently completed hosting the 2002 Winter Olympic games. Some of the forecasted impacts from the Games include:

- Output: $4.5 billion in economic output or sales
- Employment: Olympic related jobs started in 1996 with less than 100, but increased steadily, reaching a yearly peak of 12,590 in 2001, and a monthly peak of 25,070 in February 2002.
- Earnings: $1.5 billion in earnings to Utah workers
- Net revenue to State and Local Government: $75.9 million
- Net revenue to State Government: $55.5 million
- Net revenue to Local Government: $20.4 million
- Visitors: Net increase of 50,000 visitors per day during the Games
- Population: 17,000 peak population increase in Utah during 2001[4]

The final numbers have not been collected as yet from the event, however, the Governor's Office is very optimistic about the long-term effect on the Utah economy due to the games. Overall, the economic factors indicate mostly positive influences, stable or increasing residential and commercial real estate values, and stable occupancy levels for the future.

Governmental Considerations

The governmental influences are both favorable and unfavorable. The Salt Lake metropolitan area has good conformity of real estate use, but has generally high real estate taxes. The local public schools are crowded due to the high birth rate and large family size. Although the local population is well educated and the students generally perform consistent with the

[4] *2002 Olympic Winter Games, Economic, Demographics and Fiscal Impacts,* State of Utah Governor's Office of Planning and Budget, November 2000.

national average on A.C.T.'s, the over-crowded classrooms could eventually cause a deterioration in the education quality and is a negative factor for nonresidents considering relocation to the area.

Environmental Considerations

The environmental considerations are favorable to the region and real estate market. Transportation facilities are adequate and the metropolitan Salt Lake area has good conformity of property use which contributes to stable real estate values. There are sufficient recreation and cultural activities in the area to support continued growth and expansion in the future.

NEIGHBORHOOD DATA

A neighborhood, according to *The Appraisal of Real Estate*, 12th edition, published by the Appraisal Institute, is defined as "A group of complementary land uses." I will define and discuss the subject neighborhood in the following section of the report.

Neighborhood Boundaries

The geographical area of the subject neighborhood can be described as that area north of 11400 South, south of 9000 South, west of Interstate 15, and east of 1300 West. This area is located within South Jordan City. The major traffic arteries in the immediate subject neighborhood are 9000 South, 10600 South, 11400 South, 1300 West, and Interstate 15.

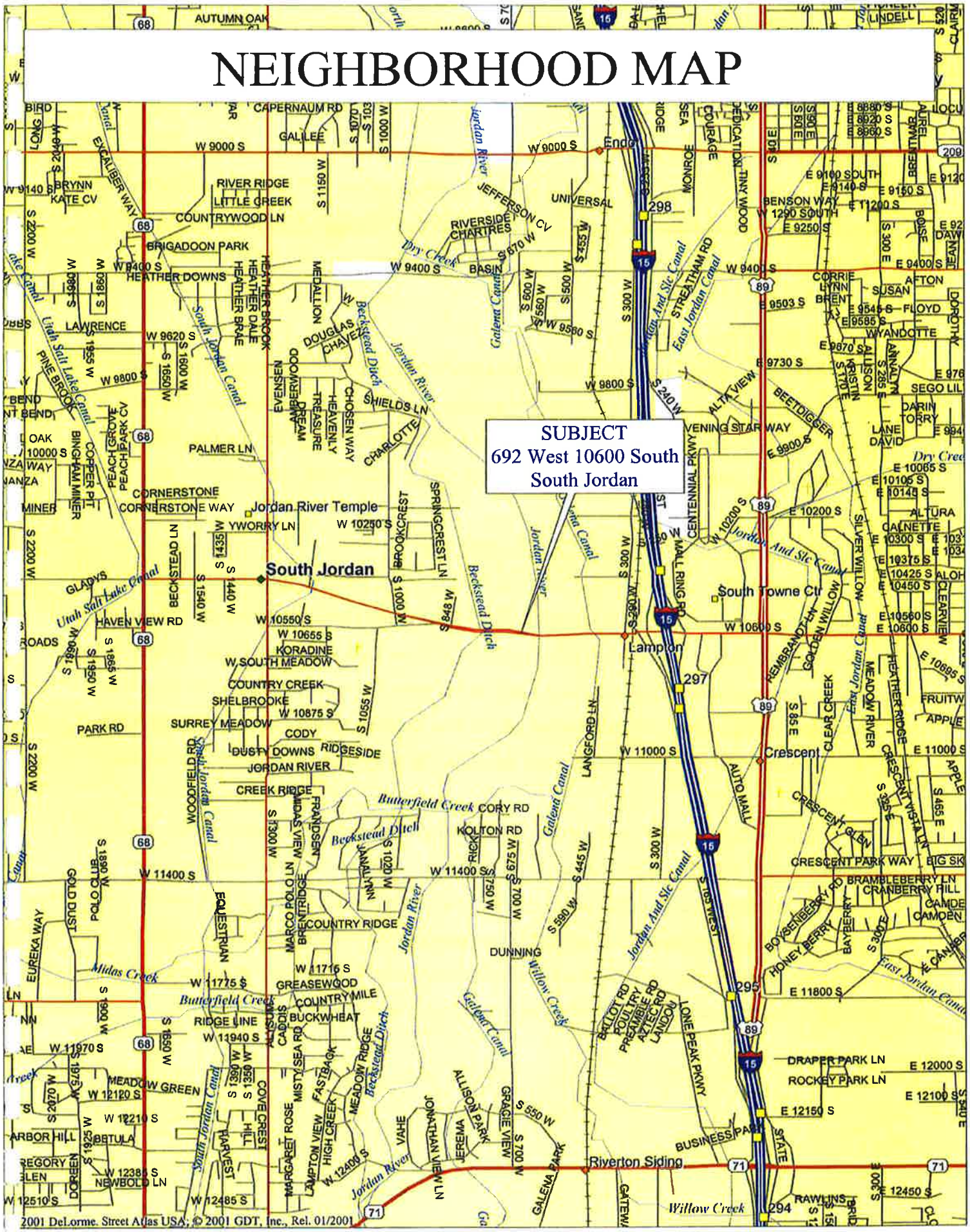
Composition of Neighborhood and Property Uses

The subject property is located in South Jordan City. Currently, the subject is surrounded by single-family residential, multi-family residential and commercial/retail uses along the traffic frontage areas. Across 10600 South to the south is the River Park Corporate Center with 92.726 acres consisting of some retail area along 10600 South and office development on the remainder. The subject is currently a golf /recreational use site that has been master planned by South Jordan City for commercial along the 10600 South frontage and open space/recreational use for major portion.

Curb, gutter, asphalt paved street, and street lighting improvements are already in place along the 10600 South frontage. However, the remainder of the land remains to be developed and improved with the requisite utility improvements that an office or commercial park would need.

Substantial commercial and office development has occurred in the past few years within a one mile radius of the subject. Recent developments include a number of office/warehouse developments, a restaurant, a multi-story hotel, and several multi-story office buildings.

NEIGHBORHOOD MAP



2001 DeLorme. Street Atlas USA; © 2001 GDT, Inc., Rel. 01/2001

Neighborhood Life Stage

According to *The Appraisal of Real Estate*, neighborhoods evolve through the following four stages:

1. Growth - a period during which the neighborhood gains public favor and acceptance.

2. Stability - a period of equilibrium without marked gains or losses.

3. Decline - a period of diminishing demand.

4. Revitalization - a period of renewal, modernization, and increasing demand.[5]

The subject neighborhood is considered to be in the growth stage as evidenced by the available vacant land and the recent commercial development in the immediate area.

The four forces that influence a property's value are social considerations, economic considerations, government regulations, and environmental considerations. The effects of these four forces on the subject's value will now be considered.

Social Considerations

The area has commercial and office uses to the north near 10600 South and northeast of the subject near 10000 South. Residential uses are located between 1300 West and the Jordan River. Most of the residents in this area can be described as persons of middle to upper/middle income levels. Overall, the subject has favorable social considerations which will contribute to growth in future values.

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[5] Ibid., 166.

Economic Considerations

The majority of properties in the general neighborhood are owned by people of middle to upper/middle income levels. A number of small businesses can be found in the area which are typically owned by private individuals. With the current growth in commercial and residential development, the economic indicators are considered to be average. Recently, office development has somewhat slowed in the Salt Lake area and vacancy rates have increased. The area of 10600 South is also a major shopping destination with the South Towne Mall, a regional shopping mall, and the Utah Auto Mall located immediately east of Interstate 15. With the commercial development along 10600 South and the residential development west and south with residents that are of middle to upper/middle income levels, the economic base of the area is considered to be good. Taking all factors into account, the general neighborhood has overall average/good economic considerations.

Governmental Considerations

The subject property is located in South Jordan City which is within Salt Lake County. South Jordan City provides sewer, water, fire and other services that are adequate and typical of other municipalities. There are adequate transportation influences from Interstate 15, located within one mile of the subject. The city of South Jordan governs the zoning designations and uses in the area, and it appears there is good conformity of uses that enhance development, economic trends, and values. Overall, the subject neighborhood has good position for service and access for this metropolitan area.

Environmental Considerations

The subject property has favorable environmental influences with no known environmental concerns that would have a negative impact on values or uses in the immediate neighborhood. The Jordan River is located along the eastern border of the subject and there is a nature preserve

located east of and along the Jordan River. However, there is no negative influence on the subject property given these characteristics of the neighborhood.

Summary and Conclusion

In summary, the general neighborhood was discussed concerning its life stage and the four influences that effect value. It was discussed that the subject neighborhood is in the growth stage of development. It is projected that residential and commercial values will be slightly to steadily increasing over the next few years. The neighborhood has primarily favorable social, economic, governmental, and environmental considerations, and influences.

LAND AND SITE DESCRIPTION

Dimensions, Shape and Area

Based on the current zoning and master plan, there is 14.12 acres of commercial land along the 10600 South frontage and 52.74 acres of land that would likely have a future use for office development. The subject is currently developed as a golf course and recreation use. The subject's gross acreage is a combination of eight Salt Lake County tax parcels as identified by the Salt Lake County Assessor's office. Combined, the gross subject area is an irregular shape with approximately 1,482.15 feet of frontage along 10600 South. The average depth of the subject from 10600 South is approximately 1,966 feet enclosing a total area of 66.86 acres.

When broken into two separate land areas based on highest and best use considerations, the parcels can be described as follows:

The smaller 14.12 acre commercial parcel is mostly rectangular and has approximately 1,300.36 feet of frontage along 10600 South and an average depth of 472.998 feet.

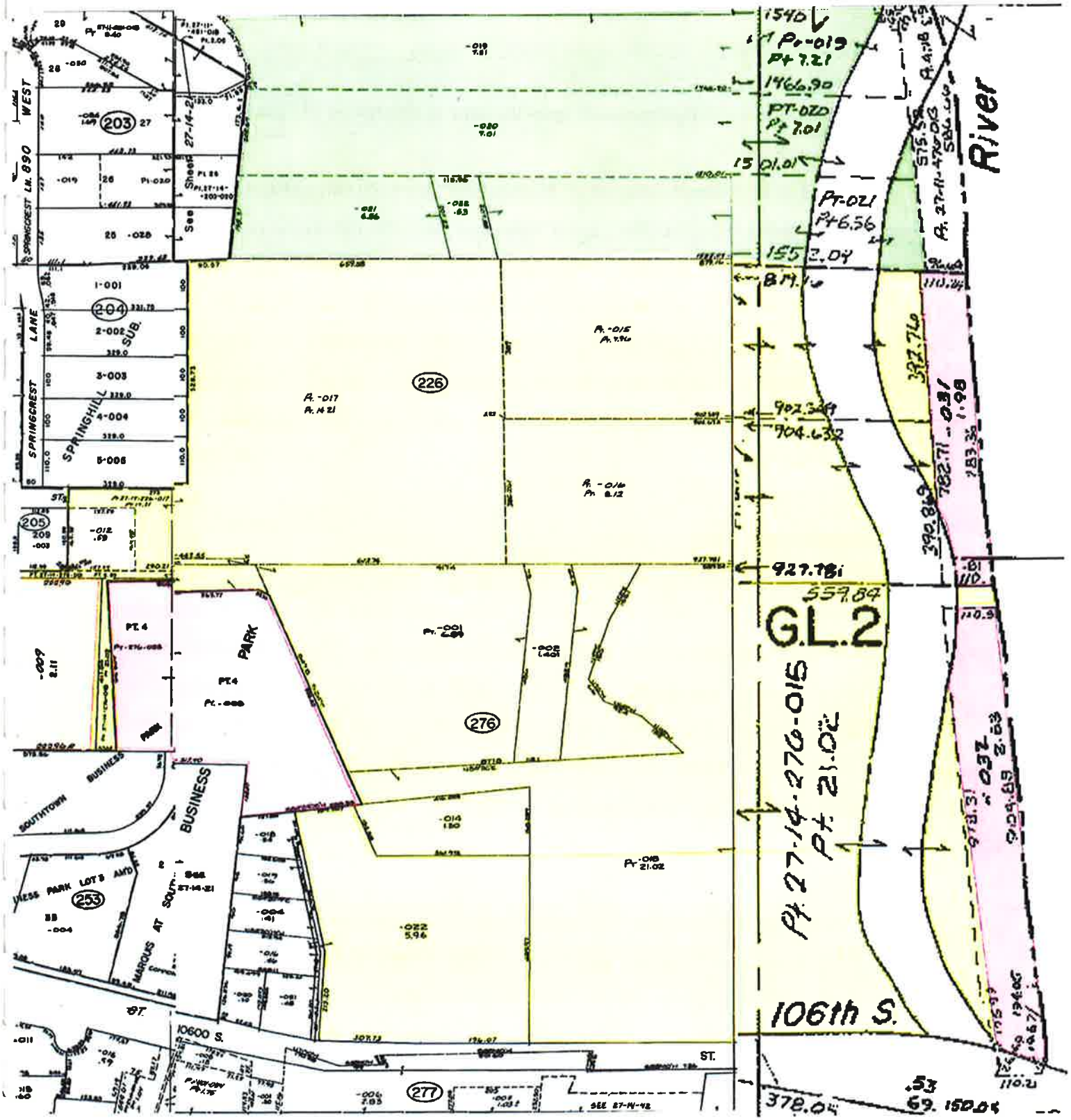
The larger 52.74 acre office parcel is irregular in shape with access from 10600 South Street at the southeast corner measuring approximately 181.79 feet wide. This parcel is contiguously located behind, or to the north of, the smaller larger parcel.

Primary Ingress and Egress

Primary ingress and egress are provided by 10600 South into the subject. Access to Interstate 15 is approximately one mile east of the subject. One Hundred Sixth South is fully improved, publicly dedicated, and maintained.

Topography and Drainage

The subject commercial 14.12 acres is partially at street level and has been graded and leveled. The larger 52.74 acre parcel is mainly level but will require some grading since it is irregular in topography with undulating landscape. Currently, curb, gutter, and sidewalk improvements are no in place throughout the parcel, except along the 10600 South frontage.


River
G.L.2
Pt. 27-14-276-015
Pt. 21.02
106th S.
10600 S.
ST.
SPRINGHILL SUB.
SPRINGCREST LANE
WEST
PARK
BUSINESS
SOUTHTOWN
MARIONS AT SOUTH
203
204
205
226
276
277
253
Pt-019
Pt 7.21
1466.90
PT-020
Pt 7.01
1501.01
Pt-021
Pt 6.56
1552.04
559.84
927.781
904.632
902.349
378.04
150.04

Accordingly, drainage is mostly dependant upon the natural absorption of the soil. The subject borders the Jordan River.

According to the Federal Emergency Management Administration (FEMA) flood hazard publication map number 490107-0009C, dated September 30, 1994, the subject property is located within two flood zones. The majority of the subject is located in a flood zone "X", which are areas of 500 year flood; areas of 100 year flood with average depths of less than one foot or with drainage areas less than one square one mile; and protected by levees from 100 year floods. The subject has some easterly frontage along the Jordan River which is located in a flood zone "AE", which is a special flood hazard area inundated by 100-year flood and is generally protected by flood control structures.

Soil and Subsoil

No actual soil samples were taken for this appraisal, nor was a study performed by a consulting engineer. According to a soil survey conducted by the United States Department of Agriculture in 1976, soil types in the area are of the Chipman Series. These soils contained in the Chipman Series consist of poorly drained on river plains, mostly adjacent to the Jordan River. Intake of water is moderate, permeability is moderately slow, and runoff is very slow. The hazard of erosion is slight. Based on my observation of the site, the soil is considered suitable for development as evidenced by the surrounding structures.

Utilities

The subject parcels are located in South Jordan City. All normal utilities are available at the subject site, including natural gas, electricity, culinary water, sanitary sewer, and telephone. Rates and charges are average in comparison to the general area.

Easements, Hazards Nuisances

I have not reviewed a title report on the subject parcels, as one was not provided. The appraisal report is contingent upon the conclusions. Upon physical inspection, there are typical utility easements along the perimeter of the subject. The Jordan River is the boundary on the east side of the property.

I have reviewed an earthquake study which states that the earthquake zone is rated "high" for damage with a 50 percent or higher liquefaction rating. This is typical for commercial sites in the Salt Lake City region.

On-Site Improvements

The subject currently has curb, gutter and sidewalk along the 10600 South frontage.

ZONING

The subject property is located within the incorporated boundaries of South Jordan City, Utah, and is under that jurisdiction for zoning and enforcement. The subject is currently part of two different zoning areas and uses. The majority of the parcel is currently zoned for A-5 (Agricultural Five Zone), which is intended to maintain minimum five acre lots. The other portion of the parcel is that which is located along the 10600 South frontage and is zoned C-C (Commercial-Community.)

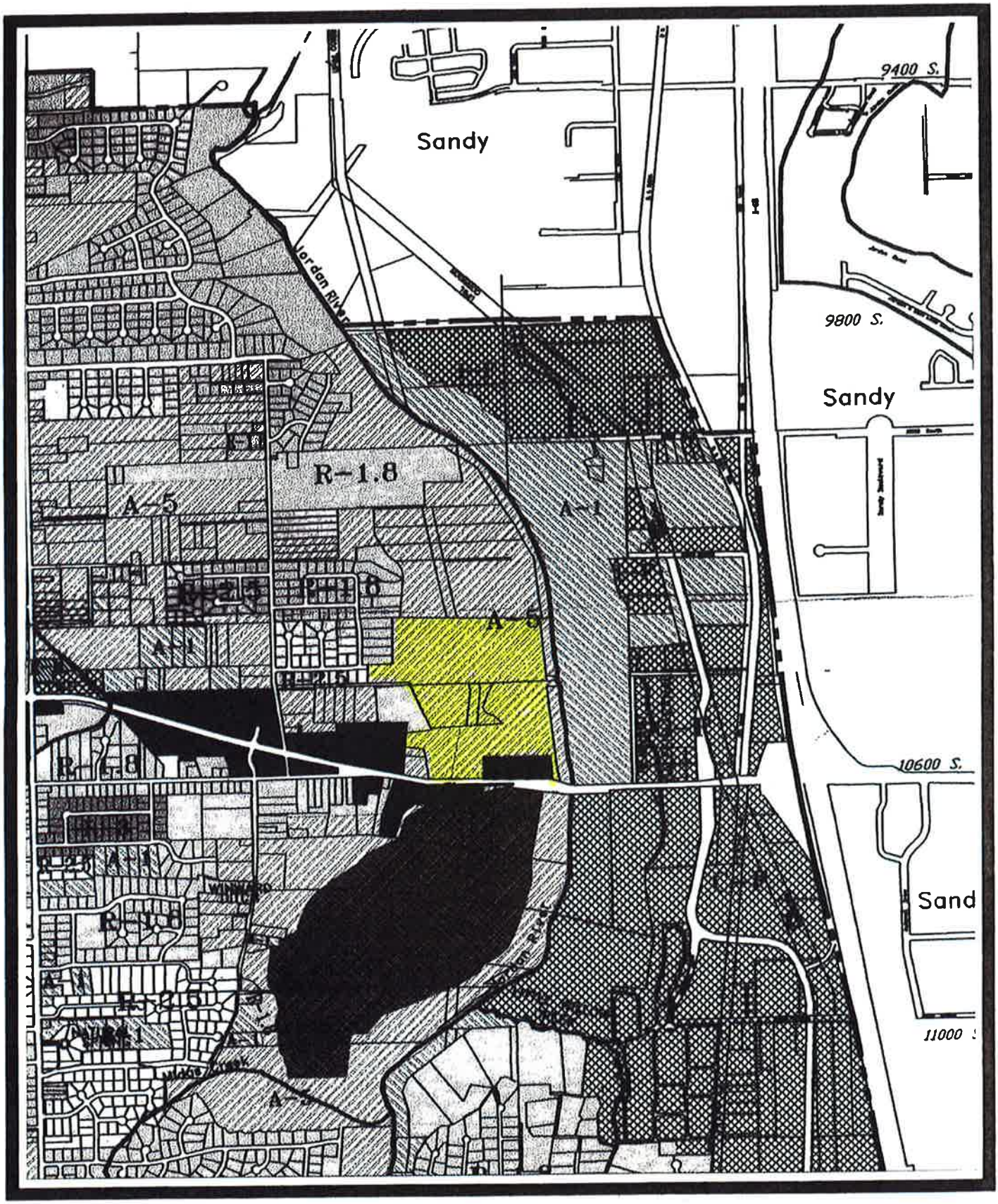
The A-5 zone is established to allow for the continuation of agriculture in an expanding urban community and to complement the existing rural residential environment in South Jordan. The regulations of this Chapter are intended to allow for the orderly expansion of residential and commercial developments into agricultural lands while encouraging compatibility of new growth with existing agricultural uses.

The C-C zone is established to provide areas for large scale community or regional retail and service uses. These areas will generally be located near major transportation hubs but should be designed to buffer neighboring residential areas. Coordinated circulation, architecture and landscaping and a balance of uses should be incorporated in developments in the C-C Zone.

According to the Future Land Use Plan map of South Jordan City, there are plans for increased commercial zoning area along 10600 South and continued recreation/ open space usage of the gross subject area. This division in usage helps determine the two separate parcels in the valuation parcel. The appraiser's measurements indicate approximately 14.12 acres of potential commercial area and 52.74 acres which the city has targeted for recreation/open space area. Analysis of contiguous uses, indicates that this 52.74 acres would have a likely future use for office development consistent with the development located on the opposite side of 10600 South.

A copy of the current Zoning Map, and summary of permitted and conditional uses for each zoning ordinance can be found on the following page. A copy of the zoning ordinances can be found in the Addendum of the report. Also, a copy of the future land use plan map can be found in the addendum.

ZONING MAP



Permitted Uses

The allowed uses include a variety of commercial, residential and professional office occupations. Some of the allowed uses include:

A-5	C-C
Single-family dwelling	Department, discount food stores
Crop production	Shopping centers, and malls
Farm animals	Apparel, footwear, sewing supplies
Agricultural and residential accessory uses	Sporting Goods, Toy retail
Produce stand	Household Goods Retail
Home occupations	Health, beauty and medical products retailing
Residential facility for disabled persons	Hobbies and Craft

Conditional Uses

The following uses are conditional uses under the two zoning designations.

A-5	C-C
Animal Husbandry	Gas Stations, Convenience Stores
Religious activities	Fast Food
Educational activities	Banks, Credit Unions
Group Day care facilities for elderly	Laundry
Nature or zoological exhibits	Pharmacy
Golf courses and driving ranges	Bed & Breakfast Inn
Parks and recreational activities	Educational and training centers

The following is a summary of the development standards for these zones.

Development Standards	A-5	C-C
Minimum Lot Size	5 Acres	5 Acres
Minimum Building Height	35 Feet	35 Feet
Minimum Front Yard	30 Feet	20 Feet
Minimum Side Yard	10 Feet	30 Feet
Minimum Rear Yard	25 Feet	30 Feet
Minimum Landscape	One tree per 600 SF	One tree per 500 SF

The subject is vacant land and is a legally conforming use.

HISTORY OF PROPERTY

The subject was purchased and developed into a golf course by Mr. Jim C. Blair and Mr. Don Branca over ten years ago. The approximate time of acquisition ranges from 1990 to 1992, according to Salt Lake County Assessor's office. Over the last three years they have not listed the property for sale, nor have they had any written offers from interested buying parties. According to Jim Blair, there has been some developers expressing interest to buy the property over the years, but nothing in writing. Jim Blair also mentioned that the city of South Jordan began some ongoing interest for the purchase of the subject. This interest to purchase continues at a reported $10,200,000 to $10,750,000 for the entire subject based on discussions with the owner and potential buyer. Mr. Blair indicated that the subject has annual gross revenue of about $1,500,000 and estimated net operating income of from $500,000 to $700,000.

ASSESSMENT AND TAXES

The subject's gross 66.86 acres is comprised of eight separate contiguous parcels. According to Salt Lake County Recorders office, the three year tax history for the eight parcels is as follows:

Parcel #27-14-226-015

Year	Land	Improvement Value	Total Value	Taxes
2003	$116,800	$0	$116,800	$1,777.46
2002	$116,800	$0	$116,800	$1,787.51
2001	$116,800	$0	$116,800	$1,818.81

Parcel #27-14-226-016

Year	Land	Improvement Value	Total Value	Taxes
2003	$120,000	$0	$120,000	$1,826.16
2002	$120,000	$0	$120,000	$1,836.48
2001	$120,000	$0	$120,000	$1,868.64

Parcel #27-14-226-017

Year	Land	Improvement Value	Total Value	Taxes
2003	$170,500	$0	$170,500	$2,594.67
2002	$170,500	$0	$170,500	$2,609.33
2001	$170,500	$0	$170,500	$2,655.03

Parcel #27-14-276-001

Year	Land	Improvement Value	Total Value	Taxes
2003	$91,000	$0	$91,000	$1,384.84
2002	$91,000	$0	$91,000	$1,392.66
2001	$91,000	$0	$91,000	$1,417.05

Parcel #27-14-276-002

Year	Land	Improvement Value	Total Value	Taxes
2003	$20,700	$0	$20,700	$315.01
2002	$20,700	$0	$20,700	$316.79
2001	$20,700	$0	$20,700	$322.34

Parcel #27-14-276-014

Year	Land	Improvement Value	Total Value	Taxes
2003	$15,600	$0	$15,600	$237.40
2002	$15,600	$0	$15,600	$238.74
2001	$15,600	$0	$15,600	$242.92

Parcel #27-14-276-015

Year	Land	Improvement Value	Total Value	Taxes
2003	$116,800	$1,629,800	$1,746,600	$26,579.76
2002	$116,800	$1,668,400	$1,785,200	$27,320.20
2001	$116,800	$1,450,100	$1,566,900	$24,399.77

Parcel #27-14-276-022

Year	Land	Improvement Value	Total Value	Taxes
2003	$143,800	$0	$143,800	$2,188.35
2002	$143,800	$0	$143,800	$2,200.12
2001	$143,800	$0	$143,800	$2,239.25

According to Salt Lake County, the subject property for 2003 has a total assessed value of $2,425,000 which is significantly less than the concluded appraised value of $11,175,000. No further discussion of taxes is relevant to this appraisal assignment.

HIGHEST AND BEST USE

Real estate is typically valued in terms of its highest and best use. Highest and Best Use is defined in *The Appraisal of Real Estate* as:

> "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."[6]

In estimation of the highest and best use, the appraiser must consider these four basic stages of analysis for proposed uses:

1. Legally permissible uses. Are there zoning or deed restrictions that would prohibit proposed uses?

2. Physically possible uses. From the permissible uses, which are physically possible when considering all aspects of the site size, shape, and topography or any other physical aspects?

3. Financially feasible uses. Which of the above legally permissible and possible uses will produce a net return to the owner of the site?

4. Maximally productive or highest and best use. After analyzing the above considerations, which of the proposed uses will produce or generate the highest rate of net return over a projected period of time?

In determining the highest and best use of the subject property, the land is considered under two classifications. The first classification is the highest and best use as though the land were vacant, and the second is the highest and best use as improved. It has been concluded that the highest and best use as vacant would be for retail development on about 14.12 acres and future office development on 52.74 acres. The 14.12 acres is currently legally permissible but the 52.74 acres is designated by the city for future open space and recreational use. The city is intent on preserving the subject for open space. However, based on contiguous and neighboring uses, it is likely that a developer would eventually obtain a different use such as office. This is the

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[12] Ibid., 305.

concluded highest and best use as vacant. The highest and best use as improved only generates a maximum NOI of $700,000. Capitalized at 10 percent, the value does not exceed $7,000,000. The value as vacant land exceeds this. Therefore the concluded highest and best use as improved is to raze the current improvements for future development. The interim use of the existing improvements would offset any demolition or razing costs.

VALUATION PROCESS

The appraisal process for valuation of real estate involves a systematic analysis of facts based on supply and demand, and other various economic principles. To organize these pertinent factors, appraisal theory has developed three basic approaches to the appraisal process. They are applied on the basis of the highest and best use of the property.

The three basic approaches are known as: 1) the Cost Approach; 2) the Sales Comparison Approach, and 3) the Income Capitalization Approach.

The Cost Approach to value is based on the justification that an informed investor or purchaser would pay no more for the subject property than it would cost him to produce a substitute that would offer the same utility. The Cost Approach involves determining the depreciated value of the improvements plus land value and profit. Since the subject will be valued to its highest and best use as undeveloped land, the Cost Approach is not applicable and will not be developed.

The Sales Comparison Approach is a process of comparing similar properties that sold on a per unit basis with the subject to estimate the market value. The comparable properties are chosen from those that would generally compete for the same purchasers in the market. Comparison to the subject may be made of the whole comparable property, the price per square foot or acre, or some other units of comparison.

In making comparisons, major points of difference must be identified and considered. These may include the conditions of the sale such as special terms or other considerations, time of sale, location, size and other physical characteristics, or any other factors or conditions that would influence the sale.

The Sales Comparison Approach involves the principle of substitution or exchange. The primary justification is that the value of a property that is replaceable in the market tends to be set by the cost of acquiring an equally desirable substitute property. This approach is applicable to most property types where there is a sufficient number of similar, recent and reliable transactions. This approach is considered the only applicable approach to valuing the subject property since it is vacant land.

The Income Approach is the process of measuring and converting future benefits of ownership into a present value estimation. These future benefits are generally measured by the net income which a property will produce over a given period of time plus the proceeds of resale of the property.

In this appraisal assignment there is one specific conclusion to be reached, the "as is" value of the vacant land. As such, only the Sales Comparison Approach has been utilized and is considered the only applicable method for valuing the subject vacant land. The Cost and Income Approaches are typically applied to developed properties and will not be utilized.

LAND VALUATION

The market value of land is best determined by a thorough investigation of market sales, listing, and analysis of market activity as it relates to the subject property. This is accomplished by the use of Sales Comparison Approach techniques.

The land is appraised as though vacant to be developed to its highest and best use. As determined earlier, the highest and best use of the land as vacant is for the development of an office park with associated retail and commercial uses where permitted by zoning. I will first value the larger 52.74 acre parcel that could potentially be developed in the future with office use. Although the current zoning and master plan does not allow this use, the use is allowed directly across 10600 South from the subject and would likely be allowed in the future - although it would take considerable time, expense, and effort.

In addition, I have determined the market value of the estimated 14.12 acre commercial strip of land that fronts 10600 South and has a future land use planned for commercial/retail area.

Since very few commercial land sales have occurred in a size that would be similar to the subject 52.74 acres, I will arrive at a value estimate using sales that are similar to the subject in highest and best use and ranging in size from 13.645 to 95.98 acres.

The 14.12 acre commercial strip of land has sale comparables that range in size from 5.32 acres to 15.81 acres. I will first determine a market value for the 52.74 acres. Subsequently, I will determine the value for the commercial strip of 14.12 acres. The values will be determined based on value per square foot and multiplied by the total square footage for each tract of land. The two tracts can be changed to square footage as follows:

52.74 Acres x 43,560 square feet = 2,297,354 square feet (rounded)

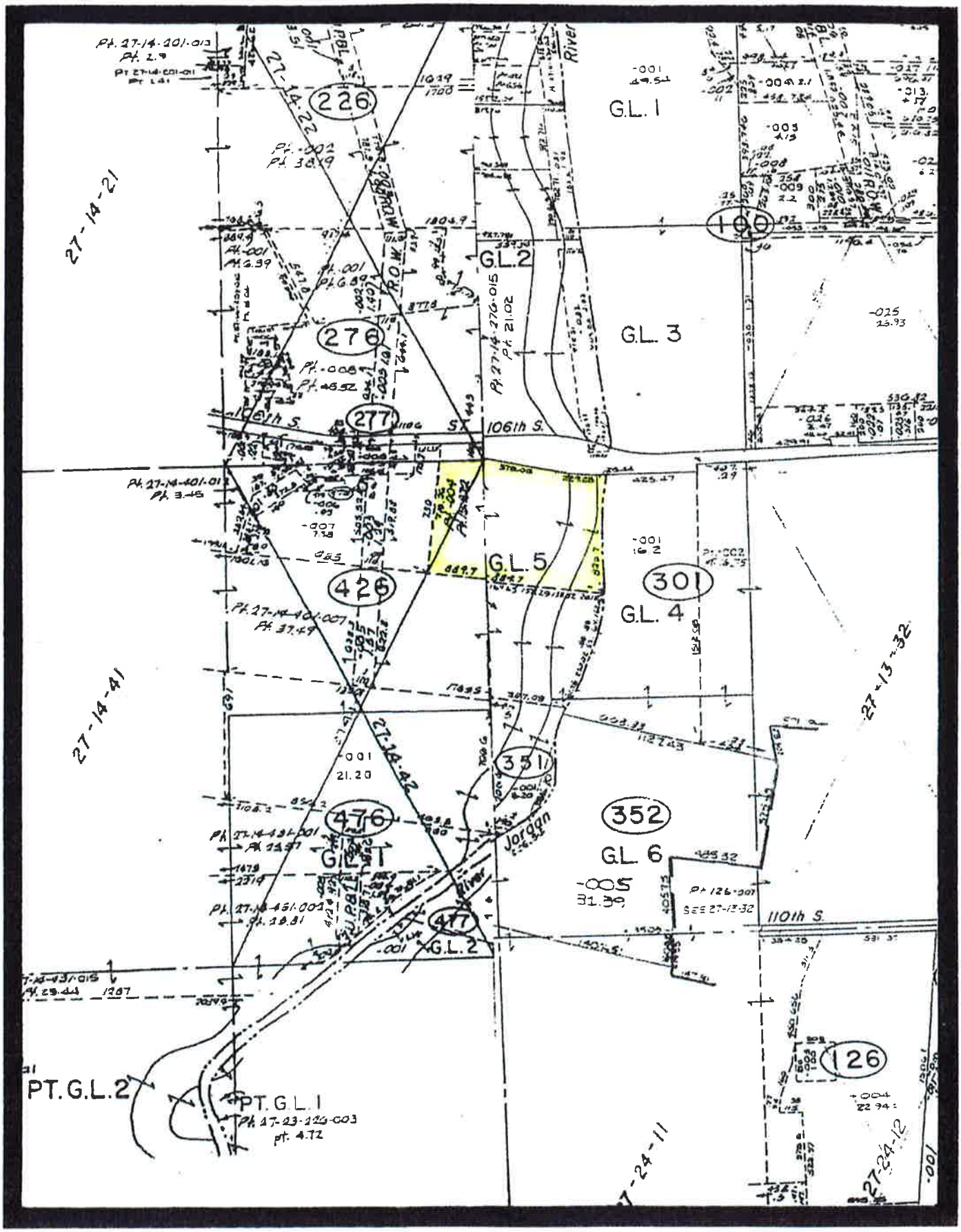
14.12 Acres x 43,560 = 615,067 square feet (rounded)

PLAT NOT AVAILABLE

COMPARABLE LAND SALE
Number One

PROPERTY IDENTIFICATION	
Address:	Approximately 13800 South Redwood Road
City:	Bluffdale
County:	Salt Lake
State:	Utah
Parcel #:	N/A
SITE DATA	
Highest and Best Use:	Commercial
Area:	1,680,428 square feet or 38.58 acres
Shape:	Irregular
Topography:	Mainly level with some slight slope - no fill required
Corner:	No
Zoning:	Gateway Commercial
Utilities:	Sewer, water, gas, and electricity
Improvements:	Asphalt paved road
SALES DATA	
Date of Sale:	Offer July 2002
Property Rights:	Fee simple
Grantor or Seller:	Bluffdale Marketplace, LC (Anderson Development)
Grantee or Buyer:	Holrob Investments
Verification:	With seller by John Cook, MAI
SALES PRICE	
Actual Consideration:	$10,990,000
Terms of Financing:	Cash
Cash Equivalent Price:	$10,990,000
VALUE INDICATORS	
Price per Acre:	$284,882
Price per Square Foot:	$6.54

COMMENTS: The seller purchased the property as a developer who will market the property over the next 2.5 years. This was an offer to purchase this property. This site is suited for primarily retail development or possibly some office use.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27-14-41
27-13-32
27-24-11
27-24-12
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352
126
G.L. 1
G.L. 2
G.L. 3
G.L. 4
G.L. 5
G.L. 6
G.L. 7
G.L. 2
PT. G.L. 2
PT. G.L. 1
106th S.
110th S.
Jordan River
River

COMPARABLE LAND SALE
Number Two

PROPERTY IDENTIFICATION

Address:	623 West 10600 South
City:	South Jordan
County:	Salt Lake
Parcel #:	27-14-426-004

SITE DATA

Highest and Best Use:	Office use
Area:	665,248 square feet or 15.272 acres gross area
Corner:	No
Shape:	Irregular
Topography:	Mostly Level
Access:	Average
Zoning:	O-S
Utilities:	Sewer, water, gas, and electricity
Improvements:	Asphalt paved road

SALES DATA

Date of Sale:	November 3, 1999
Property Rights:	Fee Simple
Grantor or Seller:	William H. Peterson
Grantee or Buyer:	Anderson Development
Verification:	Buyer by Jerry O'Hanlon, Comps.com

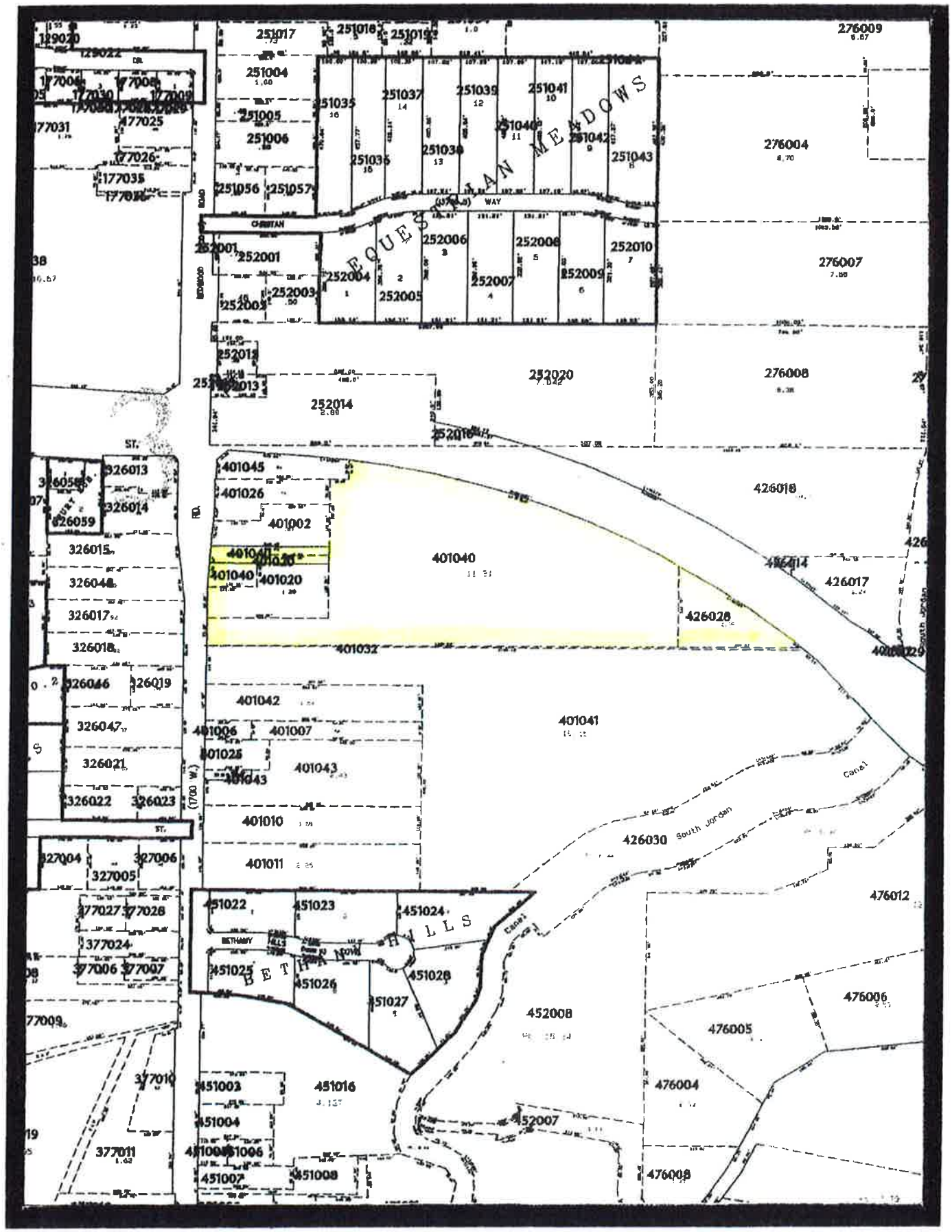
SALES PRICE

Actual Consideration:	$3,991,464
Terms of Financing:	Cash to seller
Cash Equivalent Price:	$3,991,464

VALUE INDICATORS

Price per Acre:	$261,358
Price per Square Foot:	$6.00

COMMENTS: This property was purchased as a portion of a 92 +/- acre office site located across from the subject.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BETHANY HILLS
South Jordan Canal
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COMPARABLE LAND SALE
Number Three

PROPERTY IDENTIFICATION

Address:	13883 South Redwood Road
City:	Bluffdale
County:	Salt Lake
Parcel #:	33-03-401-040, -020, 33-03-426-028

SITE DATA

Highest and Best Use:	Commercial
Area:	594,392 square feet or 13.645 acres
Corner:	Yes (along Redwood Road and Bangerter Highway)
Shape:	Irregular
Topography:	Level
Access:	Average (Redwood Road)
Zoning:	Commercial
Utilities:	All available
Improvements:	Asphalt paved road

SALES DATA

Date of Sale:	February 19, 2002
Property Rights:	Fee Simple
Grantor or Seller:	Bluffpointe LLC
Grantee or Buyer:	Anderson Development LC
Verification:	Actual Contract by Brent Clark, MAI

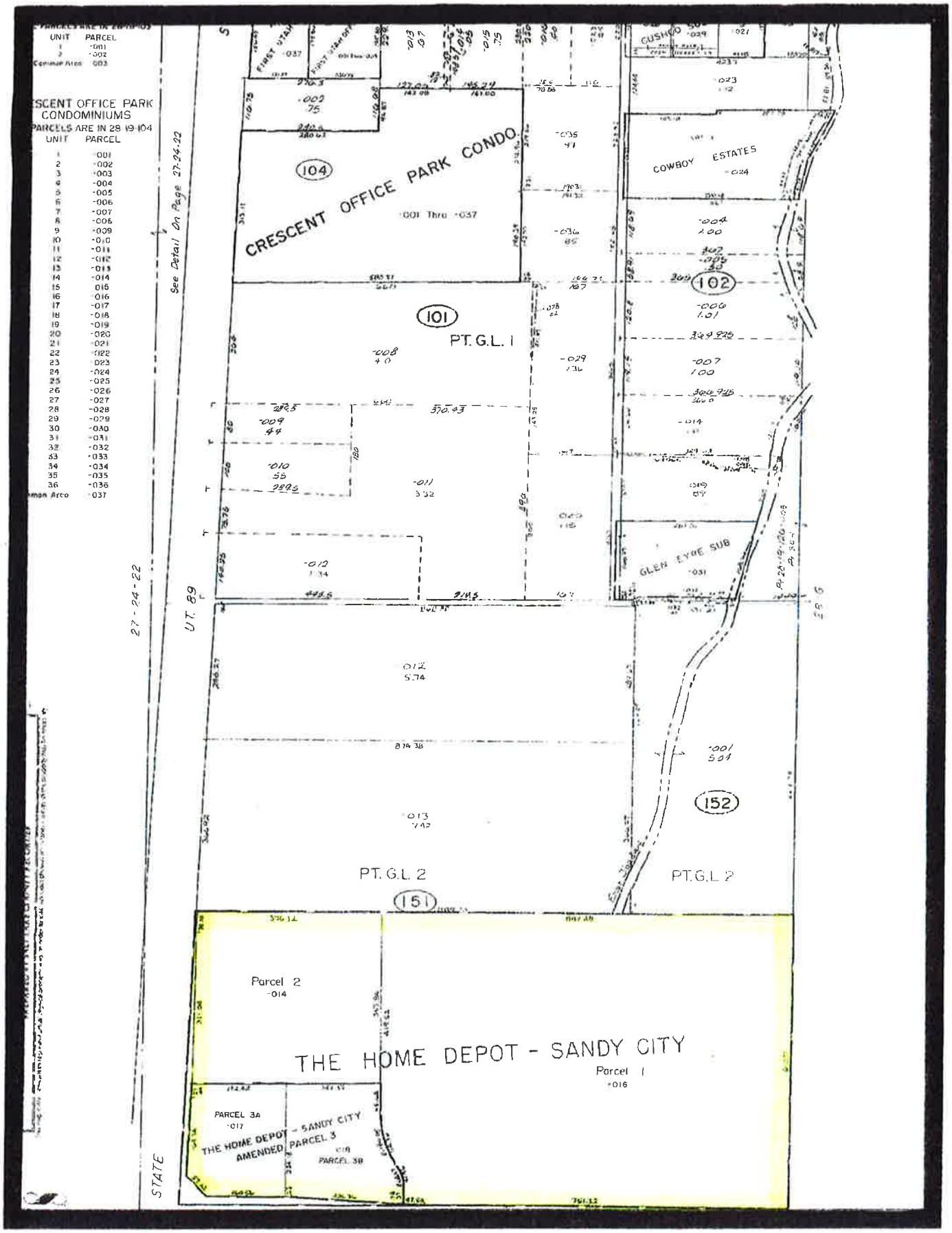
SALES PRICE

Actual Consideration:	$2,823,362
Terms of Financing:	Cash
Cash Equivalent Price:	$2,823,362

VALUE INDICATORS

Price per Acre:	$206,910
Price per Square Foot:	$4.75

COMMENTS: This was the acquisition of a portion of comparable sale one and it had limited frontage on Redwood Road. A large retail development with planned grocery store will likely occur in the future. The property was previously under contract for over one year at $5.85 per square foot but the buyer was not willing to close without major tenants. This property had been on the market for about three years prior to selling.


UNIT PARCEL
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2 -002
Common Area -003
SCENT OFFICE PARK
CONDOMINIUMS
PARCELS ARE IN 28 19 104
UNIT PARCEL
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2 -002
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26 -026
27 -027
28 -028
29 -029
30 -030
31 -031
32 -032
33 -033
34 -034
35 -035
36 -036
Common Area -037
See Detail On Page 27-24-22
27-24-22
UT. 89
STATE
CRESCENT OFFICE PARK CONDO.
-001 Thru -037
104
101
PT. G.L. 1
COWBOY ESTATES
-024
102
GLEN EYRE SUB
-031
152
PT. G.L. 2
151
Parcel 2
-014
THE HOME DEPOT - SANDY CITY
Parcel 1
-016
PARCEL 3A
-017
THE HOME DEPOT - SANDY CITY
AMENDED PARCEL 3
-018
PARCEL 3B

COMPARABLE LAND SALE
Number Four

PROPERTY IDENTIFICATION

Address:	11375 South State Street
City:	Sandy
County:	Salt Lake
State:	Utah
Parcel:	28-19-151-0004

SITE DATA

Highest and Best Use:	Commercial
Area:	719,313 square feet or 16.51 acres
Frontage:	Adequate on State Street and 11400 South
Corner:	Yes
Shape:	Rectangular
Topography:	Near Level
Access:	Good
Zoning:	C-2, Commercial
Utilities:	Sewer, water, electricity, and gas
Improvements:	Asphalt paved

SALES DATA

Date of Sale:	July 26, 2000
Property Rights:	Fee Simple
Grantor or Seller:	Church of Jesus Christ of Latter-day Saints
Grantee or Buyer:	Home Depot, USA
Verification:	Purchase contract with Bryan Shadix

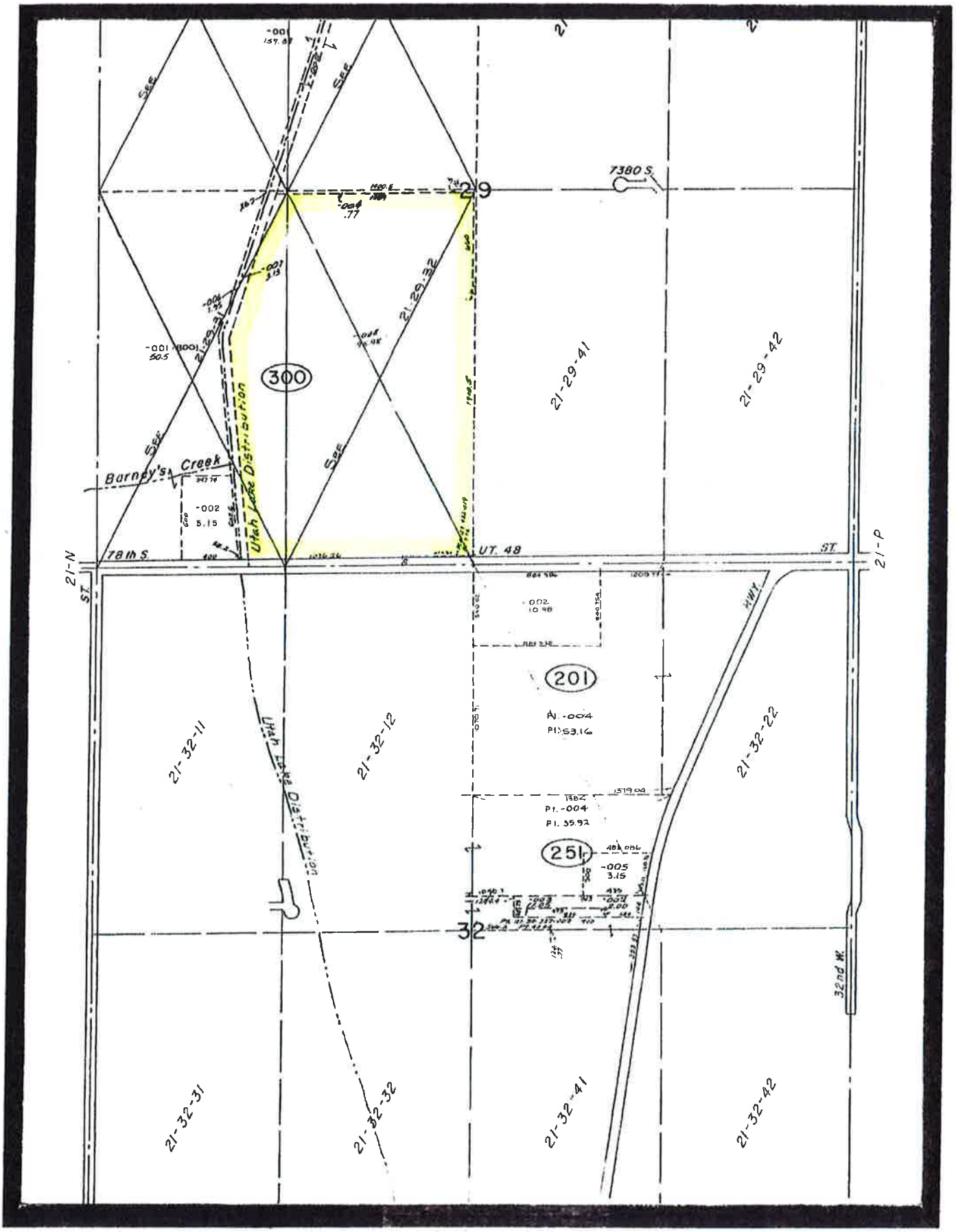
SALES PRICE

Actual Consideration:	$8,631,756
Terms of Financing:	Typical
Cash Equivalent Price:	$8,631,756

VALUE INDICATORS

Price per Acre:	$522,720
Price per Square Foot:	$12.00

COMMENTS: This site was purchased for the development of a five lot commercial subdivision with Home Depot as an anchor.


7380 S.
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21-29-32
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21-29-42
300
Barney's Creek
Utah Lake Distribution
78th S.
UT. 48
ST.
21-N
21-P
HWY.
201
Al. -004
Pl. 53.16
Pl. -004
Pl. 35.92
251
-005
3.15
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21-32-11
21-32-12
21-32-22
21-32-31
21-32-32
21-32-41
21-32-42
32nd W.

COMPARABLE LAND SALE
Number Five

PROPERTY IDENTIFICATION

Address:	7800 South Bangerter Highway
City:	West Jordan
County:	Salt Lake
State:	Utah
Parcel:	21-29-300-008

SITE DATA

Highest and Best Use:	Commercial development
Area:	4,180,324 square feet or 95.97 acres
Corner:	Yes
Shape:	Nearly rectangular
Topography:	Mainly Level
Access:	Average
Zoning:	A-5; Master planned for Retail/Commercial uses
Utilities:	All available
Improvements:	Asphalt paved road

SALES DATA

Date of Sale:	November 1, 1999
Property Rights:	Fee Simple
Grantor or Seller:	Dee's Inc.
Grantee or Buyer:	Wal-Mart and Jordan LLC
Verification:	With Gary Harrison by Phil Cook

SALES PRICE

Actual Consideration:	$9,992,324
Terms of Financing:	Typical
Cash Equivalent Price:	$9,992,324

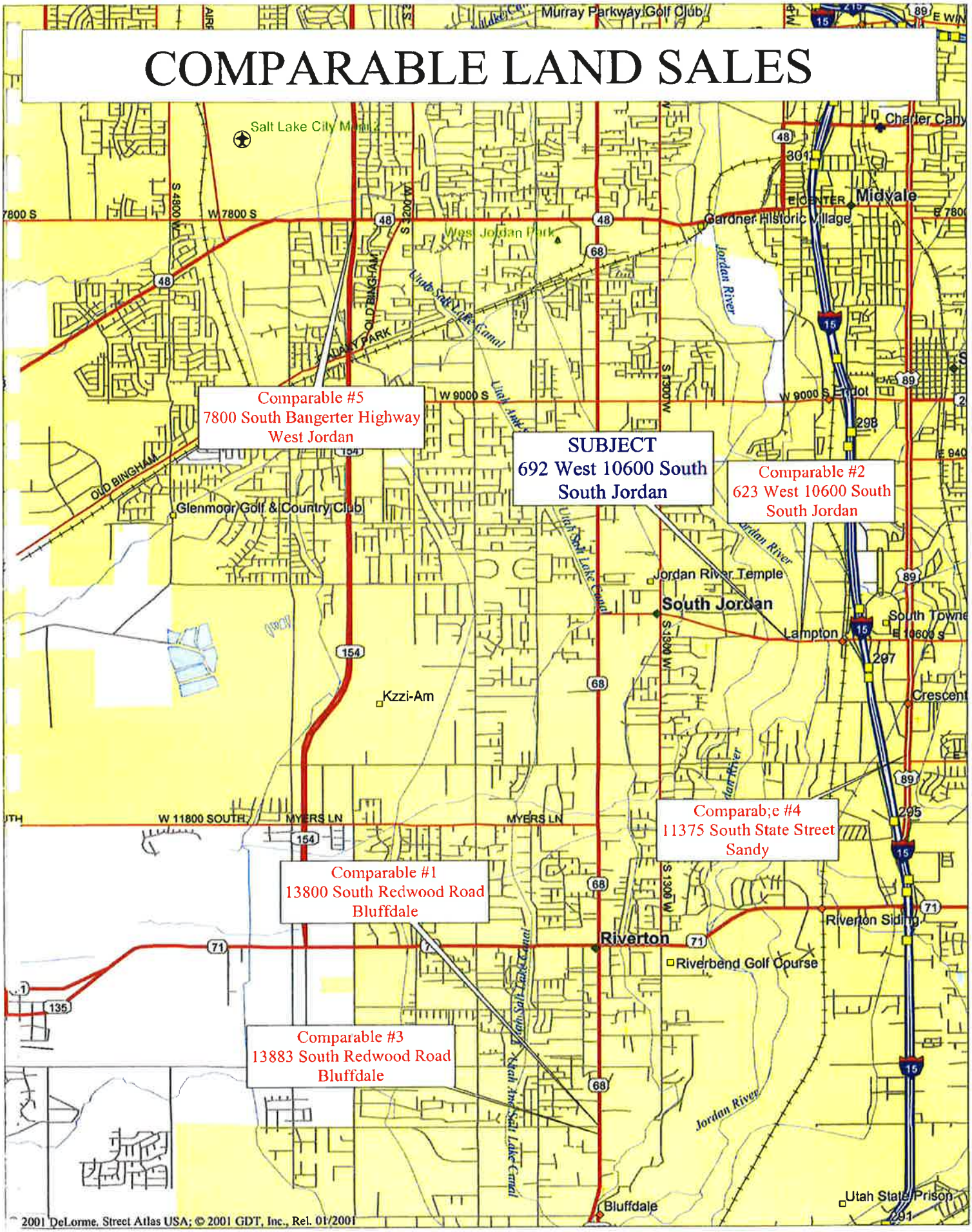
VALUE INDICATORS

Price per Acre:	$104,122
Price per Square Foot:	$2.39

COMMENTS: This is a joint purchase between the Russell W Grosse Development Company and Wal-Mart for acreage adjacent to the existing Jordan Landing project. It has been incorporated into Jordan Landing and accommodates a Wal-Mart. There is over 1,500 feet of frontage along 7800 South and 2,500 feet of frontage along Bangerter Highway.

SUMMARY OF LAND SALES							
Comp	**Location**	**Date of Sale**	**Sale Price**	**Size**	**Corner**	**Zoning**	**Price/SF**
1	13800 S. Redwood Road Bluffdale	07/02	$10,990,000	1,680,428 sf (38.58 ac)	No	Comm.	$6.54
2	623 West 10600 South South Jordan	11/99	$3,991,464	665,248 sf (15.272 ac)	No	O-S	$6.00
3	13883 South Redwood Road Bluffdale	02/02	$2,823,362	594,392 sf (13.645 ac)	Yes	C-C	$4.75
4	11375 South State Street Sandy	07/00	$8,631,756	719,313 sf (16.51 Ac)	Yes	C-2	$12.00
5	7800 South Bangerter Highway West Jordan	11/99	$9,992,324	4,180,324 (95.97 Ac)	Yes	A-5	$2.39

COMPARABLE LAND SALES



ADJUSTMENT GRID
LAND SALES

Comparable Number	1	2	3	4	5
Sales Price/SF	$6.54	$6.00	$4.75	$12.00	$2.39
Property Rights:	0%	0%	0%	0%	0%
Adjusted Price:	$6.54	$6.00	$4.75	$12.00	$2.39
Terms of Sale:	0%	0%	0%	0%	0%
Adjusted Price:	$6.54	$6.00	$4.75	$12.00	$2.39
Conditions of Sale:	0%	0%	0%	0%	20%
Adjusted Price:	$6.54	$6.00	$4.75	$12.00	$2.87
Market Conditions/Time:	0%	0%	0%	0%	0%
Market Price/SF:	$6.54	$6.00	$4.75	$12.00	$2.87
Location:	0%	0%	0%	-20%	20%
Size:	-10%	-20%	-20%	-20%	15%
Zoning:	-10%	0%	-10%	-10%	-10%
Shape:	0%	0%	25%	0%	0%
Corner/Exposure:	0%	0%	0%	0%	0%
Topography:	-10%	-10%	-10%	-10%	-10%
Utilities:	0%	0%	0%	0%	0%
Other:	-15%	-15%	-15%	-15%	-10%
Adjusted Price/SF:	**$3.60**	**$3.30**	**$3.33**	**$3.00**	**$3.01**
% Adjustment:	-45%	-45%	-30%	-75%	5%
Adjusted Range:	$3.00		To	$3.60	
Average Price/SF:			$3.25		

Land Value Conclusion (52.74 Acres)

The range in value for the adjusted comparables is from $3.00 to $3.60 per square foot with an average adjusted price of $3.25 per square foot. The comparables form a tight range and bracket the subject in size and use. Due to the risk, expense, and time associated with obtaining approval for office use, downward adjustments were applied to each comparable in the other category. After appropriate adjustments, most weight is given to the overall average and I have concluded $3.25 per square foot is appropriate for the subject site valuation. The computation of value is as follows:

2,297,354 sf (52.74 Acres) x $3.25/sf = $7,466,401

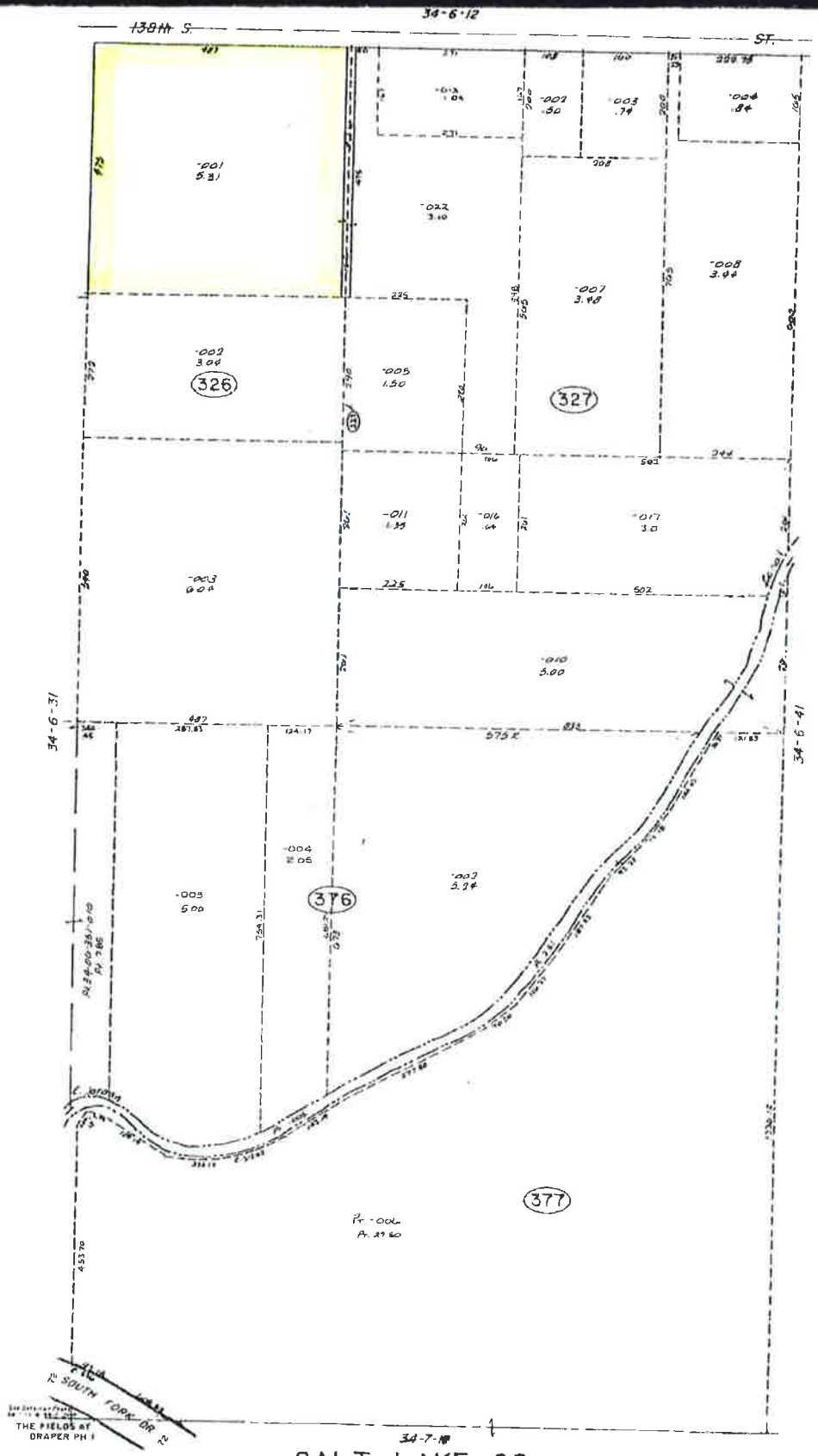
After careful consideration of the information presented in this section of the report, I am are of the opinion the fee simple "as is" market value of the subject 52.74 acres, by the Sales Comparison Approach, as of March 24, 2004, is:

$7,475,000 (Rounded)

"SEVEN MILLION FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS"

COMMERCIAL VALUATION (14.12 Acres)

The following sales are appropriate and selected comparables for valuation of the 14.12 acre commercial parcel.



SALT LAKE COUNTY
PREPARED BY SALT LAKE COUNTY RECORDER
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SALT LAKE CO., UT

SCALE: 1" = 100'

SALT LAKE CO.

COMMERCIAL SALE
Number One

PROPERTY IDENTIFICATION

Address:	164 East 13800 South
City/County/State:	Draper, Salt Lake, Utah
Parcel Number:	34-06-326-001

TRANSACTION INFORMATION

Rights Transferred:	Fee simple
Seller:	Gary and Jacklyn Ottosen
Buyer:	American Drug Stores
Sales Price:	$1,496,300
Date of Sale:	January 4, 2001
Financing Term:	Typical
Cash Equivalent Price:	$1,496,300
Exposure Time:	N/A
Verification:	With Chris Terry, broker, with Doug Fairbanks

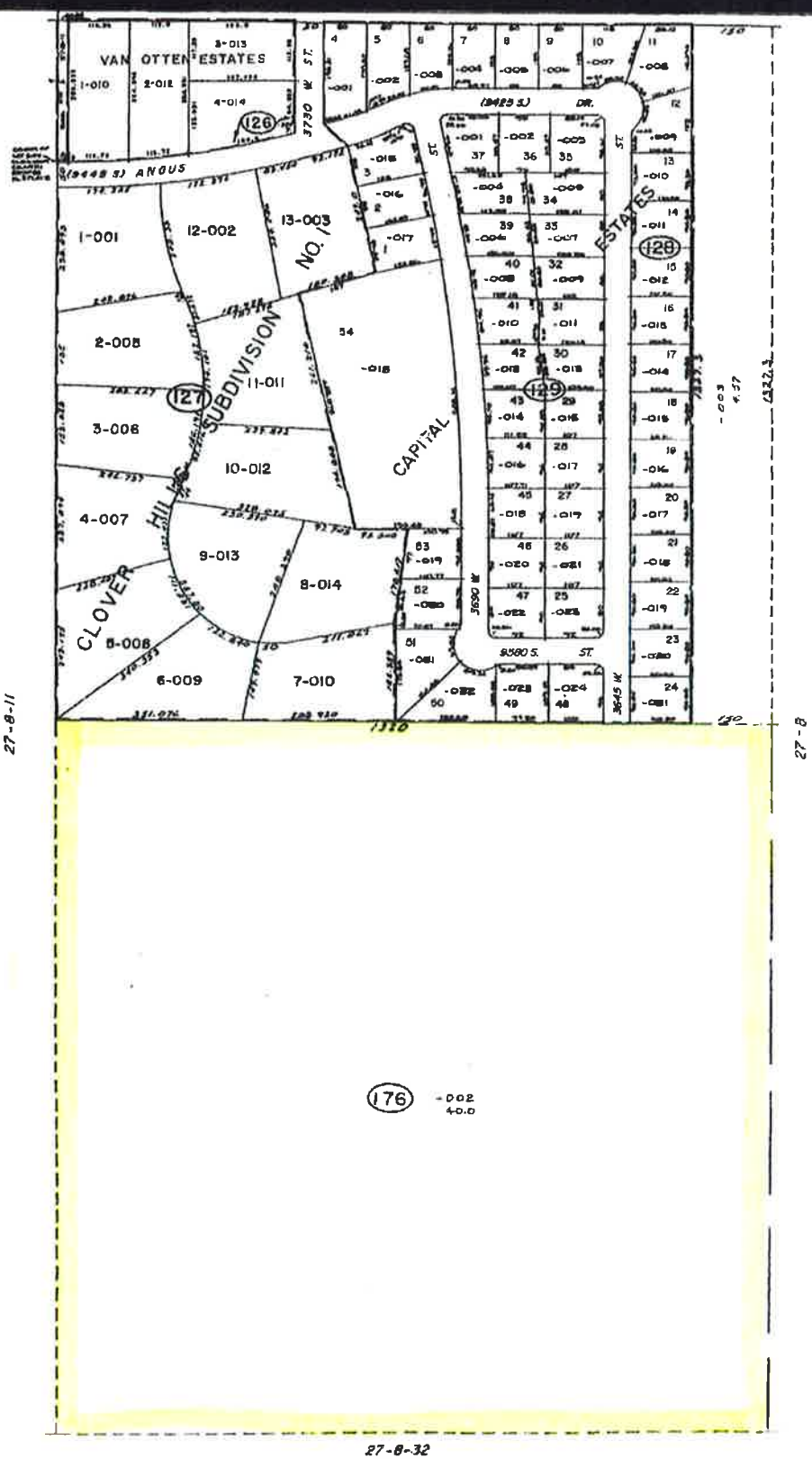
LAND DESCRIPTION

Net Size:	231,739 square feet or 5.32 acres
Zoning:	C-2; General Commercial
Frontage:	N/A
Topography:	Level
Configuration:	Rectangular
Street Orientation:	Interior
Street Type:	Asphalt paved
Street Improvements:	Paved with concrete curb and gutter
Utilities:	All available

UNITS OF COMPARISON

Price per Acre:	$281,260
Price per Square Foot:	$6.46

COMMENTS: This is a site for a future Albertson's grocery store. This site is located just off Bangerter Highway on the east side of Interstate 15.



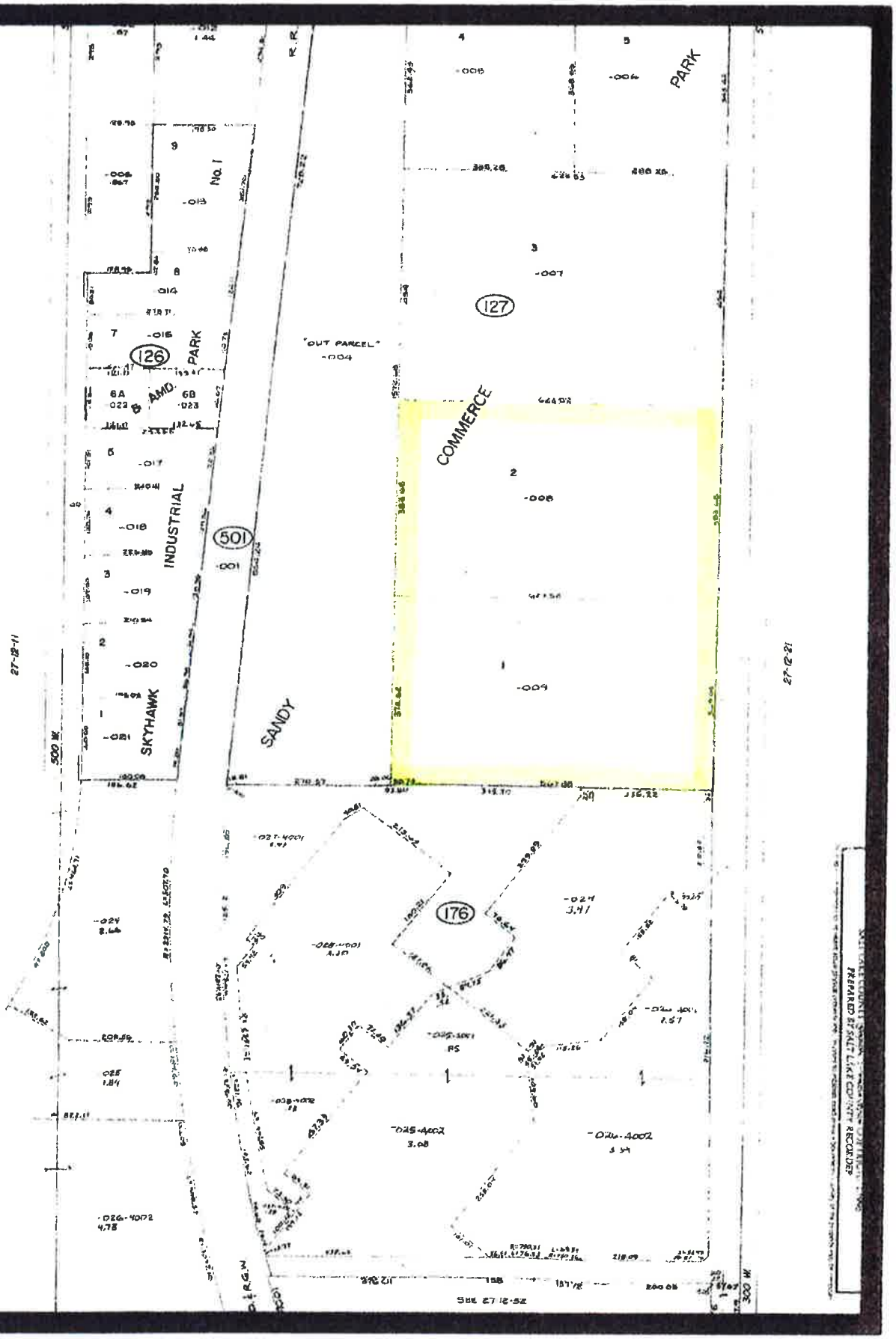
SALT LAKE CO.

SCALE: 1" = 100'

COMMERCIAL SALE
Number Two

PROPERTY IDENTIFICATION	
Address:	9800 South Bangerter Highway
City/County/State:	South Jordan, Salt Lake County, Utah
Parcel Number:	27-08-178-013
TRANSACTION INFORMATION	
Rights Transferred:	Fee Simple
Seller:	Shipp Family Limited Partnership
Buyer:	Wal-Mart Stores, Inc.
Sales Price:	$1,655,323
Date of Sale:	July 18, 2002
Financing Terms:	Typical
Cash Equivalent Price:	$1,655,323
Verification:	With Chris Terry, broker, by Douglas Fairbanks
LAND DESCRIPTION	
Land Size:	254,826 square feet or 5.85 acres
Zoning:	C-C; Commercial-Community
Topography:	Level
Configuration:	Irregular
Street Orientation:	Interior
Street Type:	Asphalt paved
Street Improvements:	Paved with concrete curb, gutter, and sidewalk
Utilities:	All available
UNITS OF COMPARISON	
Price per Acre:	$282,961
Price per Square Foot:	$6.50

COMMENTS: This site was purchased for the future development of a Wal-Mart and has good visibility from Bangerter Highway.


PARK
No. 1
INDUSTRIAL
SKYHAWK
PARK
B AMD.
126
127
501
176
"OUT PARCEL"
-004
COMMERCE
SANDY
27-2-11
27-2-21
500 W
300 W
R.R.
D.R.G.W.
SEE 27-12-52
PREPARED BY SALT LAKE COUNTY RECORDER

COMMERCIAL SALE
Number Three

PROPERTY IDENTIFICATION

Address:	9550 South 300 West
City/County/State:	Sandy, Salt Lake County, Utah
Parcel Number:	27-12-127-008 & -009

TRANSACTION INFORMATION

Rights Transferred:	Fee Simple
Seller:	Baxter Medical
Buyer:	Hewson Sandy Partners
Sale Price:	$2,577,183
Date of Sale:	April 5, 2000
Sale Terms:	Cash
Cash Equivalency:	$2,577,183
Verification:	With Chris Terry, agent, by Douglas Fairbanks

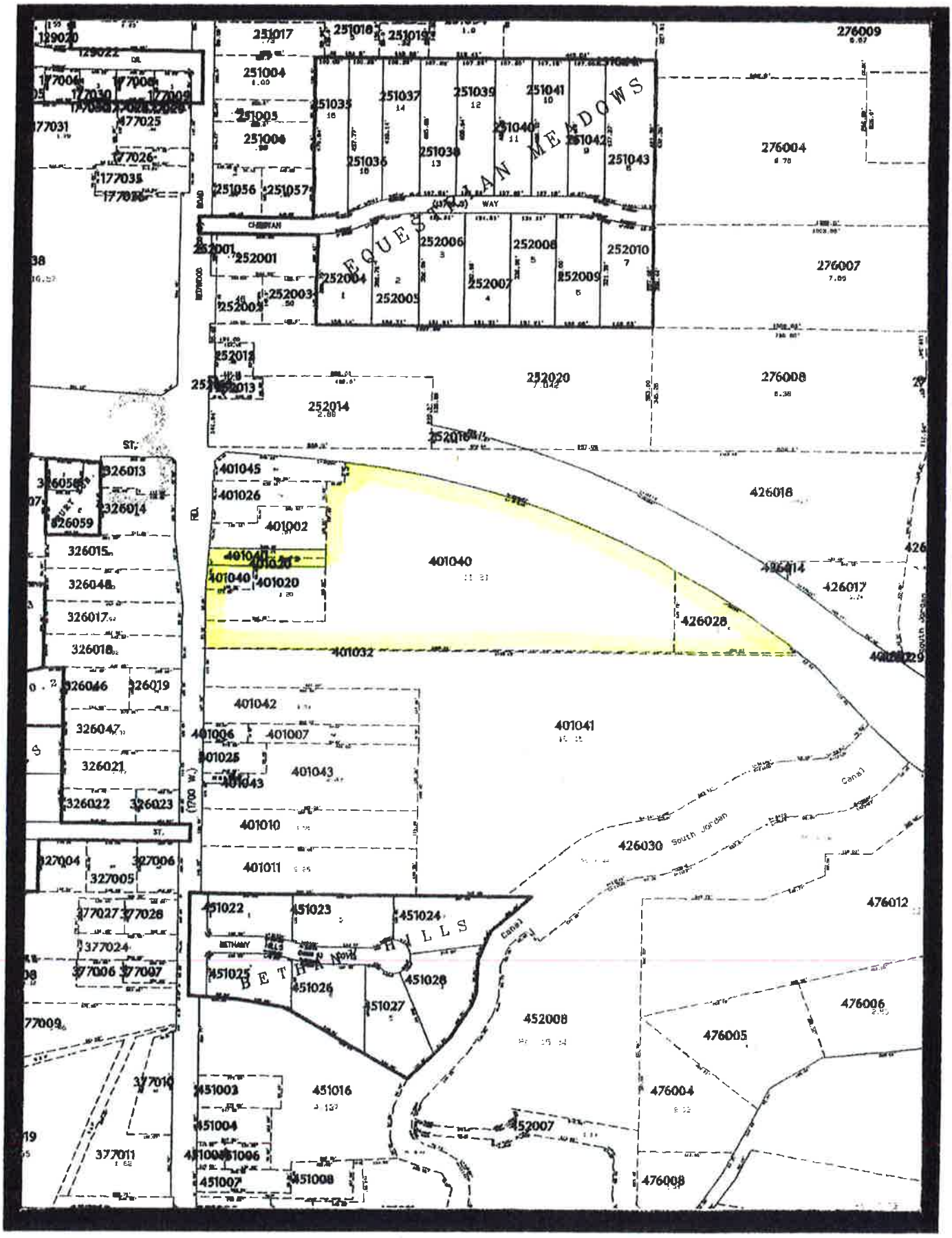
LAND DESCRIPTION

Land Size:	469,577 square feet or 10.78 acres
Zoning:	R-D; Research & Development
Topography:	Mainly Level
Configuration:	Mainly Rectangular
Street Orientation:	Interior
Street Type:	Asphalt paved
Street Improvements:	Sidewalk, curb, gutter
Utilities:	All available

UNITS OF COMPARISON

Price per Acre:	$239,071
Price per Square Foot:	$5.49

COMMENTS: This comparable is located along 300 West in Sandy, immediately west of Interstate 15.


EQUESTRIAN MEADOWS
BETHANY HILLS
CHEVIAN WAY
South Jordan Canal
251017
251018
251019
251004
251005
251006
251035
251037
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451003
451004
451016
451007
451008
452008
452007
476012
476006
476005
476004
476008

COMMERCIAL SALE
Number Four

PROPERTY IDENTIFICATION

Address:	13883 South Redwood Road
City/County/State:	Bluffdale, Salt Lake County, Utah
Parcel Number:	33-03-401-040, -020, 33-03-426-028.

TRANSACTION INFORMATION

Rights Transferred:	Fee simple
Seller:	Bluffpointe LLC
Buyer:	Anderson Development LC
Sale Price:	$2,823,362
Date of Sale:	February 19, 2002
Terms:	Cash
Indicated Value:	$2,823,362
Verification:	Actual Contract by Brent Clark, MAI

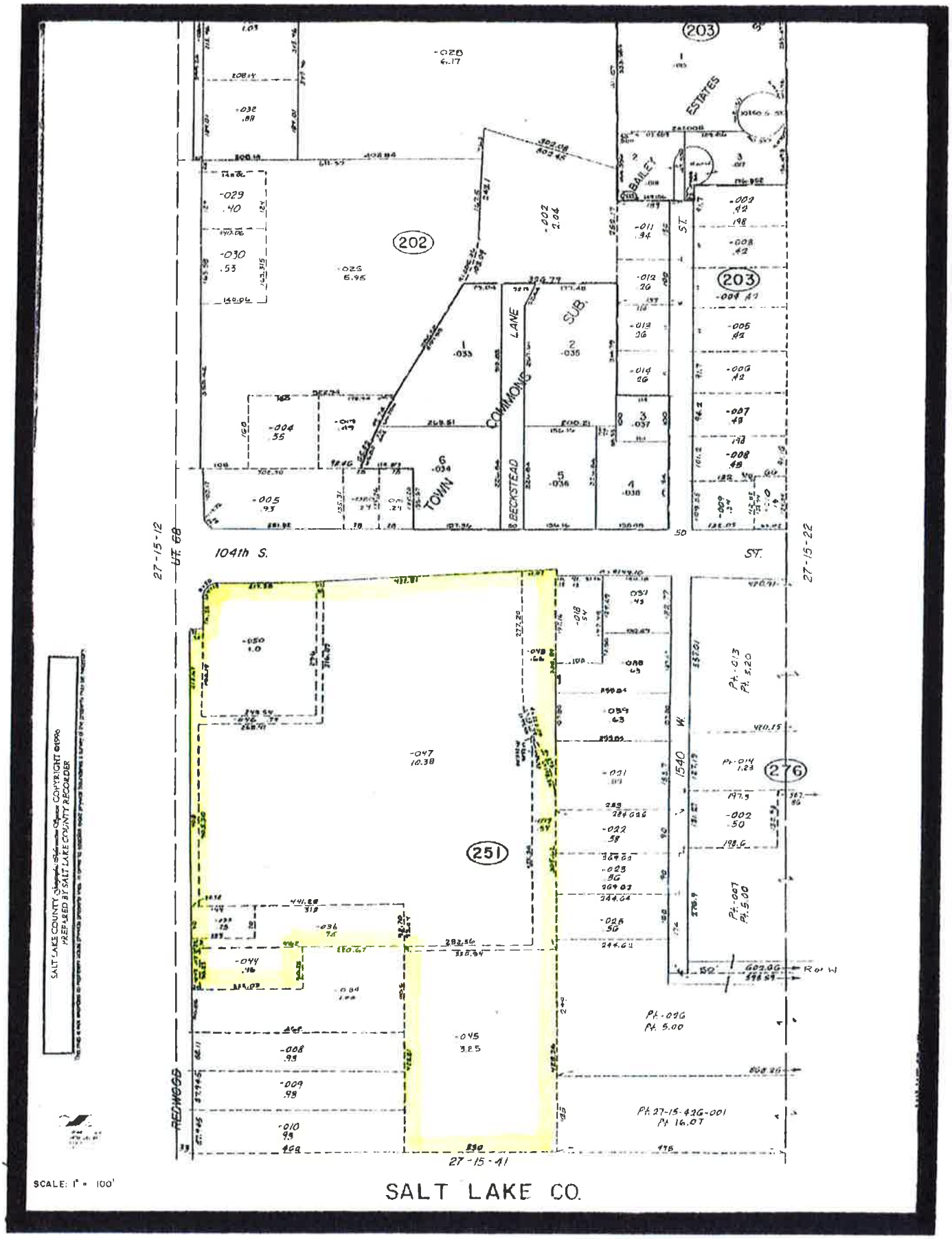
LAND DESCRIPTION

Land Size:	594,392 square feet or 13.645 acres
Zoning:	G-C; Commercial
Topography:	Mostly level
Configuration:	Irregular
Street Orientation:	Interior
Street Type:	Asphalt Paved
Street Improvements:	Paved Street
Utilities:	All available

UNITS OF COMPARISON

Price per Acre:	$206,910
Price Per Square Foot:	$4.75

COMMENTS: This is the sale of a commercial site that has frontage along the Bangerter Highway and Redwood Road. A large retail development with a planned grocery store will likely occur in the future. The property was previously under contract for over one year at $5.85 per square foot but the buyer was not willing to close without major tenants. This property had been on the market for about three years prior to selling.



SCALE: 1" = 100'

SALT LAKE CO.

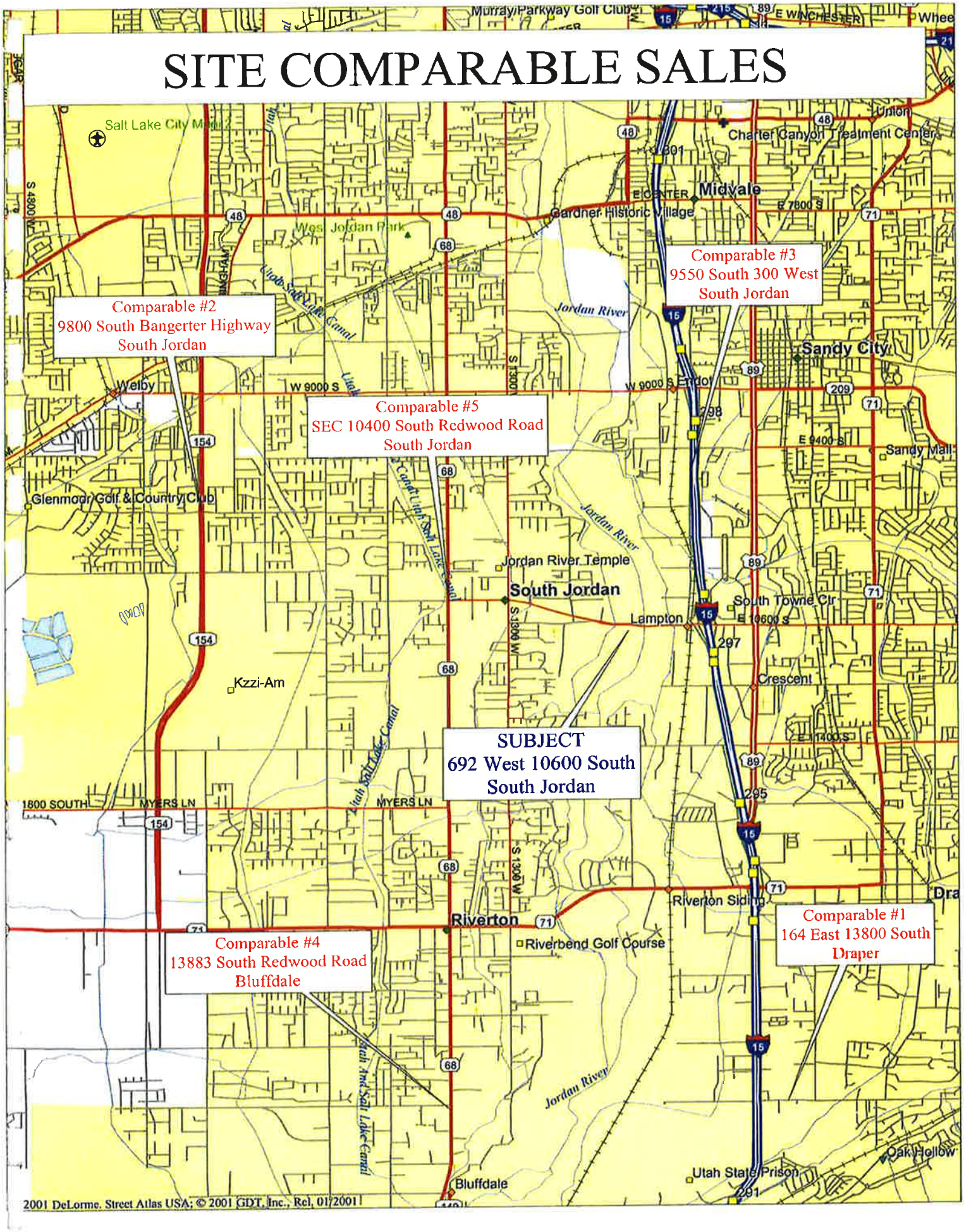
COMMERCIAL SALE
Number Five

PROPERTY IDENTIFICATION	
Address:	SEC 10400 South Redwood Road (1700 West)
City/County/State:	South Jordan, Salt Lake County, Utah
Parcel Number:	Various (Assemblage)
TRANSACTION INFORMATION	
Rights Transferred:	Fee Simple
Seller:	Various (Assemblage)
Buyer:	The Boyer Company
Sale Price:	$5,549,680
Date of Sale:	June 1, 2000
Indicated Value:	$5,549,680
Verification:	Confidential
LAND DESCRIPTION	
Gross Size:	688,684 square feet or 15.81 acres
Zoning:	C-C; Community Commercial
Topography:	Level
Configuration:	Rectangular
Street Orientation:	Corner Parcel
Street Type:	Asphalt paved
Street Improvements:	Sidewalk, curb, gutter
Utilities:	All available
UNITS OF COMPARISON	
Price per Acre:	$351,023
Price per Square Foot:	$8.06

COMMENTS: This was an assemblage of 17 parcels. The property was purchased for the development of a Harmon's and Walgreen's Shopping Center. At the time of sale, it was only partially improved with curbing, gutters, and sidewalks.

SITE SALES SUMMARY (14.12 Acres)						
Sale No.	**Sale Date**	**Location**	**Price**	**Size (Sq.Ft.)**	**Price/ Sq.Ft.**	**Zoning**
1	01/01	164 East 13800 South Draper	$1,496,300	231,739	$6.46	C-2
2	07/02	9800 South Bangerter Highway South Jordan	$1,655,323	254,826	$6.50	C-C
3	04/00	9550 South 300 West Sandy	$2,577,183	469,577	$5.49	R-D
4	02/02	13883 South Redwood Road Bluffdale	$2,823,362	594,392	$4.75	G-C
5	06/00	SEC 10400 South Redwood Rd. South Jordan	$5,549,680	688,684	$8.06	C-C
MEAN			$2,820,370	447,844	$6.25	N/A
Sub.	N/A	692 West 10600 South South Jordan	N/A	615,067	N/A	C-C

SITE COMPARABLE SALES



ADJUSTMENT GRID

SITE SALES (14.12 Acre Parcel)

Comparable Number	1	2	3	4	5
Sales Price/SF	$6.46	$6.50	$5.49	$4.75	$8.06
Property Rights:	0%	0%	0%	0%	0%
Adjusted Price:	$6.46	$6.50	$5.49	$4.75	$8.06
Terms of Sale:	0%	0%	0%	0%	0%
Adjusted Price:	$6.46	$6.50	$5.49	$4.75	$8.06
Conditions of Sale:	0%	0%	0%	0%	0%
Adjusted Price:	$6.46	$6.50	$5.49	$4.75	$8.06
Market Conditions/Time:	0%	0%	0%	0%	0%
Market Price/SF:	$6.46	$6.50	$5.49	$4.75	$8.06
Location:	0%	0%	10%	0%	-15%
Size:	-10%	-10%	-5%	0%	0%
Zoning:	0%	0%	10%	0%	0%
Shape:	0%	0%	0%	25%	0%
Corner/Exposure:	0%	0%	0%	0%	-10%
Topography:	0%	0%	0%	0%	0%
Utilities:	0%	0%	0%	0%	0%
Improvements	0%	0%	0%	0%	0%
Adjusted Price/SF:	**$5.81**	**$5.85**	**$6.31**	**$5.94**	**$6.05**
% Adjustment:	-10%	-10%	15%	25%	-25%
Adjusted Range:	$5.81		To	$6.31	
Average Price/SF:			$5.99		

Conclusion of Value (14.12 Acre Parcel)

After adjustments for size, location, zoning and shape elements, the range of values is from $5.81 to $6.31 per square foot with an average adjusted price of $5.99 per square foot. Most weight will be given to the overall average, and I have concluded $6.00 per square foot (rounded) is appropriate for the subject commercial site valuation. The computation of value is as follows:

615,067 sf (14.12 Acres) x $6.00/sf = $3,690,402

After careful consideration of the information presented in this section of the report, I am of the opinion the fee simple market value of the subject 14.12 acre commercial site, by the Sales Comparison Approach, as of March 24, 2004, is:

$3,700,000 (Rounded)

"THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS"

TOTAL "AS IS" MARKET VALUE

The subject has been valued as two separate parcels but has a highest and best use as a single future development. Based on this, there is no discount to the previously concluded values.

After careful consideration of the information presented in this section of the report, I am of the opinion the "as is" fee simple market value of the subject, as of March 24, 2004, is:

$11,175,000

"ELEVEN MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS"

ESTIMATED MARKETING/EXPOSURE TIME

It is also required to estimate an appropriate exposure time for the subject property based on fee simple title property rights. From several discussions with various brokers and land owners, I have determined that there is average demand for land zoned for office use in the Salt Lake area.

According to Zack Anderson and Mike Falk, agents with NAI Utah Commercial Estate Services who are familiar with the subject property, the estimated marketing time for the 66.86 acres would be about 12 months. I have also spoken with Wayne Whetman, broker with ReMax who specializes in land acquisition, who indicated about the same exposure time period.

The marketing time is estimated to be the same as the exposure time in this report which is 12 months. Exposure time considers the data and basis for valuation prior to the date of valuation, and marketing time is a conclusion applied to the time required to sell the project in bulk.

CERTIFICATION OF VALUE

I, BRENT T. CLARK, certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

My compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of, this report.

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of the loan.

My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Practice of the Appraisal Foundation and the Supplemental Standards of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I, Brent T. Clark, have made a personal inspection of the property that is the subject of this report.

The Appraisal Institute and other appraisal organizations, of which this appraiser is a member, conducts a voluntary program of continuing education for its designated members. MAI's and SRA's who meet minimum standards of this program are awarded periodic educational certification. As of the date of this report, I, BRENT T. CLARK, have completed the requirements of the continuing education program of the Appraisal Institute.

The undersigned hereby acknowledges that he has the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraiser's Statement of Qualification. Paul Dovenbarger provided significant professional assistance to the persons signing this report.

March 30, 2004

DATE

BRENT T. CLARK, MAI

Utah State-Certified General Appraiser
License # CG00037458 (Exp. 6/30/05)

GENERAL ASSUMPTIONS

This appraisal report has been made with the following general assumptions:

1. The legal description used in this report is assumed to be correct.

2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.

3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable, unless otherwise stated.

4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.

5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such factors.

7. Full compliance with all applicable federal, state, and local environmental regulations and laws is assumed unless noncompliance is stated, defined, and considered in the appraisal report.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

GENERAL LIMITING CONDITIONS

The appraisal report has been made with the following general limiting conditions:

1. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

3. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

4. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

5. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, sales media or any other public means of communication without the prior written consent and approval of the appraiser.

6. Acceptance of and/or use of this appraisal report constitutes acceptance of the stated general assumptions and limiting conditions.

SPECIAL LIMITING CONDITIONS

1. LIMIT OF LIABILITY:

   The liability of Free and Associates is limited to the client only and to the fee actually received by appraiser. Further, there is no accountability, obligation, of liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships of syndication offerings of stock offerings in real estate, client agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements of any type in such suit, regardless of outcome, client will hold appraiser completely harmless in any such action.

2. In this appraisal assignment, the existence of potentially hazardous material on or near the subject site and/or used in the construction or maintenance of any of the buildings, such as the presence of urea formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by use nor do I have any knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The existence of urea-formaldehyde foam insulation or other potentially hazardous waste material may have an effect on the value of the property. I urge the client to retain an expert in this field if desired.

PHOTOGRAPHS

SUBJECT

10600 SOUTH FACING WEST

PHOTOGRAPHS, Continued

SOUTHEAST CORNER FACING NORTH

SOUTHEAST CORNER FACING WEST

PHOTOGRAPHS, Continued

SOUTHWEST CORNER FACING NORTH

SOUTHWEST CORNER FACING EAST

PHOTOGRAPHS, Continued

DRIVING RANGE

NORTHWEST CORNER FACING SOUTH

PHOTOGRAPHS, Continued

NORTH END FACING SOUTH

QUALIFICATIONS OF APPRAISER

BRENT T. CLARK, MAI
Free and Associates
1100 East 6600 South, Suite 201
Salt Lake City, Utah 84121
(801) 262-3388
brentc@freeandassociates.com

Education

Pocatello Public Schools	Graduate of Pocatello High School, 1968
Higher Education	Brigham Young University, Idaho State University -Bachelor of Business Administration, 1975 Major: Accounting

Real Estate and Appraisal Courses

Successfully completed the following courses and exams sponsored by the Appraisal Institute

Real Estate Appraisal Principles	1985
Standards of Professional Practice	1987
Capitalization Theory & Techniques	1988
Capitalization Theory & Techniques	1989
Case Studies in Real Estate Valuation	1990
Writing Demonstration Reports	1990
Report Writing and Valuation Analysis	1991
Reviewing Appraisals	1992
Subdivision Analysis	1992
Standards of Professional Practice	1992
Appraising from Blueprints & Specs.	1993
Understanding Limited Appraisals	1994
Appraisal of Retail Properties	1995
The Appraiser's Complete Review	1996
Standards of Professional Practice	1997
Hotel/Motel Valuation	1998
Standards of Professional Practice	1999
Appraising in Limited Markets	1999
Appraisal of Non-Conforming Uses	2000
Eminent Domain for Attorneys and Appraisers	2000
Appraisals and Real Estate Lending	2001
Highest and Best Use and Market Analysis	2002
Separating Real & Personal Property	2003
USPAP Changes	2003

Successfully passed the following exam sponsored by the Appraisal Institute

Basic Valuation Procedures	1987

Other Appraisal Institute and Real Estate Appraisal Courses:

Uniform Standards of Professional Practice (USPAP, Utah Association of Appraisers)	1990
International Right-of-Way Association, Course 403, Easement Valuation	1996

Membership

Utah State Certified General Appraiser - License #CG00037458
Idaho State Certified General Appraiser - License #CGA-397
MAI (Member Appraisal Institute, professional designation from the Appraisal Institute (Certification Number 10,564)

Work Experience

Free & Associates	Real Estate Appraiser and Consultant - April 1987 to present. Full time appraiser and consultant for commercial and industrial property, raw land, and multifamily projects.
Art Bosselman Jr., MAI Thousand Oaks, CA	Real Estate Appraiser - May 1986 to March 1987
John S. McGowan, Inc. Woodland Hills, CA	Real Estate Appraiser - August 1986 to March 1987
Third Judicial Court	Expert Witness - April 1994 Expert Witness - June 1999 Expert Witness - December 2000

Appraisal Experience

Apartment Projects
North Park Village (121 Units), NSLC
Santa Fe (492 Units), SLC
University Park (12 Units), Provo
Y Mountain (223 Units), Provo
Roman Gardens (47 Units), Provo
Olympus (48 Units), SLC
Goldstone (228 Units), Clearfield
Sagecrest (208 Units), Elko, NV
Alpine Chalet (42 Units), Rexburg, ID
Sunrise Village (48 Units), Rexburg, ID
Sun Valley (430 Units), Layton
Chevy Chase (80 Units), Ogden
Morning Star (12 Units), SLC
College Terrace (72 Units), Provo
Centennial Apartments (76 Units), Provo
Crest Wood Apartments, Provo

Automobile Dealerships
Gus Paulos Chevrolet, SLC
Cline Dahle Infiniti, SLC
Heritage Used Cars, SLC
Mark Miller Subaru, SLC

Motels
Crystal Inn (Proposed 36 Room), Layton
Proposed 99 Room Hotel, SLC
Pioneer Hotel (29 Rooms), Elko, NV
Proposed 96 Room Hotel, SLC
Rodeway Inn (65 Rooms), Elko, NV
Ironhorse Motel (Proposed 62 Rooms), Ely, NV

Mobile Home Parks
Sage Hills Mobile Park II, Elko, NV
Shadow Ridge Estate, SLC
Cambridge Mobile Home Park, Clearfield
Country Club Mobile Estate, SLC
Country Meadows Mobile Home Park, Roy

Convenience Stores
Park City Marketplace, Park City
Crestview Convenience, Orem
Ironhorse Chevron Store, Ely, NV
Foothill Car Wash/Convenience, SLC
Texaco, Provo, Utah

Industrial Buildings
Beuhner Office/Warehouse, Murray
Consolidated Red-E-Mix, Orem
Fogle Red-E-Mix, SLC
Clark Tank Lines, SLC
Two Offices, SLC
Kibbie Co. Office/Warehouse, West Valley
55,000 SF Office/Warehouse, SLC
Thermex Energy Explosive Plant, Lehi
Small Office/Warehouse, SLC
250 Plymouth Office/Warehouse, SLC
Savage Industries Trucking, American Fork
Brems Machinery, SLC
Small Garage Building, SLC
Patio truck Sales, SLC
Cold Storage/Produce Facility, Idaho Falls, ID
Norton Fruit Cold Storage, SLC
Deseret Transport Facility, West Jordan
Lewis Brothers Stages and Bus Terminal, SLC
Sprinkler Work Office/Warehouse, Midvale
Specialty Supply Retail/Warehouse, SLC
Western Asphalt Paving Off./Whse, SLC
Cutie Pie Manufacturing Facility, SLC
Meyer Office/Warehouse, SLC
Extra Space Mini-Storage (561 Units), Orem
Bybee Self Storage (81 Units), SLC
Natter Manufacturing (150,770 sf), West Jordan
UPS Distribution Facility (145,069 sf) SLC
KJQN Radio Station, Ogden
Accuform Office/Warehouse, West Valley
ABT Services Office/Warehouse, West Jordan
Metal Fab Office/Warehouse, Orem
Bowles Packaging, SLC
Bowman Manufacturing Off./Warehouse, SLC
Christensen & Griffith Const. Co., Tooele
RPM Office/Warehouse, Sandy
BC Ice Manufacturing Building
Intermountain Dyeing Facility
Furst Construction Building
Stone Ground Bakery Office/Warehouse
Historical Arts Proposed Office/Warehouse
Performance Audio Retail/Warehouse Building
Weider Distribution 129,000 SF Proposed Distribution Building
Codale Electric Proposed Office/Warehouse
Hafer's Inc. Retail/Warehouse Building
Bench Products Inc. Proposed Distribution
Industrial Instruments Office/Warehouse, SLC
McDonald Plumbing Retail/Warehouse, SLC
Alder's Office/Warehouse, Murray
Hercules High Technology Structure
Allstate Office/Warehouse Building
Vickers Proposed Heavy Manufacturing
Maxim's Nutricare Inc. Distribution Building
Proposed Mini-Storage Facility in Sandy, Utah
Bargain Office Distribution Building
Cal Wadsworth Office/Shop Building
Utah Cleaning Systems Office/Warehouse
Mooney Controls Proposed Office/Warehouse
Countertop Factory Office/Warehouse Building
Proposed Warehouse Only Building
Color Dynamics Proposed Building
Utah Disaster Kleenup Proposed Distribution
Dynatec/Tonto Drilling Industrial Facility
Office/Warehouse in North Salt Lake
Proposed Mini-Storage and Office/Warehouse

Industrial Buildings - continued
Pier 84 Marine Retail/Warehouse Building
Bonneville Equipment Proposed Office /Warehouse Building
Catalina Manufacturing Building
Proposed Mini-Storage Facility in Layton, Utah
OMS Diesel Office/Warehouse
Metro Fellowship Office/Warehouse Building
Advise Audio Visual Off./Warehouse Building
Proposed Meldrum Scale Office/Warehouse
Messmer's Office/Warehouse Building
GS Foundaries Industrial, Ogden, Utah
E.N.U.F. Office/Warehouse Building
Videospection Office/Warehouse Building
Harrington Storage/Warehouse Building
Proposed Advance Precision Office/Warehouse
Custom Stainless Steel Fabrication Building
Codale Electric Proposed Distribution Building
Proposed 156,000 SF Distribution Building
IMS Steel Manufacturing Building
GFM Office/Warehouse
Proposed Barnes Bullets Manufacturing Bldg.
Barnes & Sons Office/Warehouse, American Fork, Utah
R & M Manufacturing, Lindon, Utah
Stonemaster Office/Warehouse, Bountiful, Utah
Proposed Interwest Construction Off./Whse
Furst Construction Office/Warehouse Facility
Atlas Steel Facility, Provo, Utah
Ace Rents Office/Warehouse, Provo, Utah
Proposed National Tank & Monitoring
Proposed Dick Simon Trucking Facility

Office Buildings
1405 East 2100 South, SLC
1043 East 900 South, SLC
High Tech Dental Lab, SLC
Hollywood Beauty College, SLC
KRGO (KZQQ) Radio Station, SLC
Jefferson Institute, Springville
Utah Girl Scout Office Building, SLC
380 West 800 South, SLC
Centralarm, SLC
870 East 3900 South, SLC
31 Office Condos, SLC
Youth Care Inc., Draper
Market Street Office Condos, SLC
1 Medical Office Condo, SLC
Transcript Publishing, Tooele
Proposed Medical Office, Ogden
Harrington & Co., SLC
KJQN Radio Station, Ogden
Transwestern Insurance, SLC

Other

West Valley City/Hercules purchase of approximately 700 acres raw land in various locations in West Valley City
Avigation Easements for Ogden City Airport
Variety of raw land, small retail buildings, strip commercial shopping centers, grocery stores, restaurants, pad sites, residential subdivisions, eminent domain, and partial taking
The Egyptian Theater, Ogden

Partial List of Clients Served

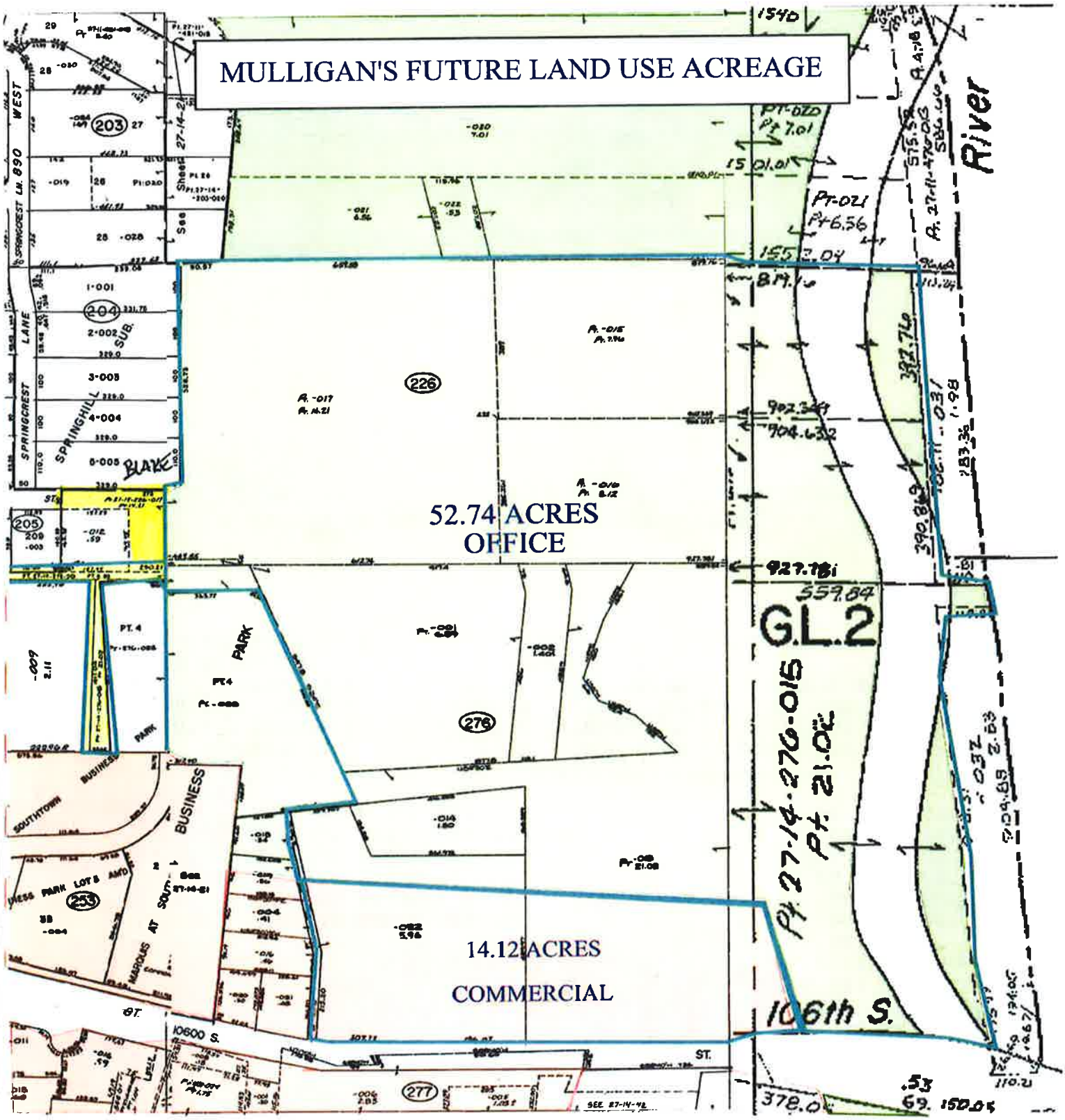
Zions First National Bank
First Interstate Bank
First Security Bank
Olympus Bank
First Security Financial
CrossLand Mortgage
Sandia Federal Savings
MountainWest Savings
Home Savings and Loan
R. C. Temme Corporation
Federal Deposit Insurance Corporation
Sandy City
GMAC
Federal Savings & Loan Insurance
Pima Savings
Corporation - FSLIC
West One Bank
Utah Department of Transportation
CrossLand Savings
ABN AMRO

Salt Lake City Airport Authority
Government Services Administration
Resolution Trust Corporation (RTC)
Chrysler First Business Credit
Great Western Thrift
Woodbury Corporation
Ogden City Redevelopment
Draper City
Small Business Administration
Cache Mortgage
Hercules, Inc.
Arco Oil Company
West Valley City
Westlake Thrift & Loan
Western Mortgage
Guardian State Bank
Utah Power & Light
Valley Bank & Trust
GE Capital
Southern Pacific Savings and Loan

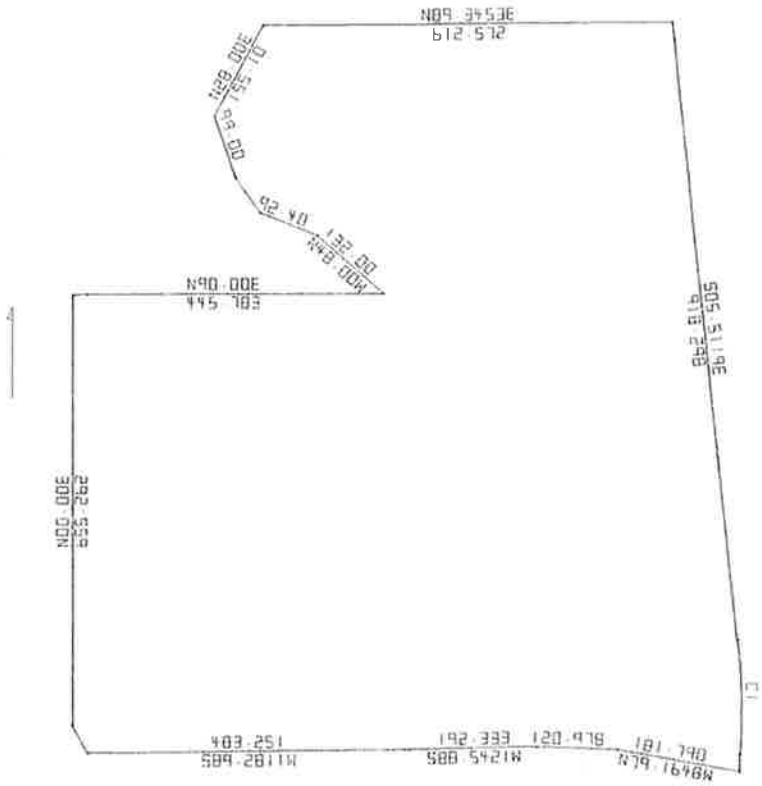
Bank One, Utah
Bank One, Arizona
US Bank
Key Bank of Utah
Local Builders, Attorneys and Developers
Draper Bank
Salt Lake County
Brighton Bank
Bank of Utah
Bank of Holladay
Far West Bank of Utah
Capital City Bank
Bank of American Fork
Wasatch Bank
City of West Jordan
US Bancorp
Heber Valley National Bank
Community First National Bank
Wells Fargo Bank
Celtic Bank

ADDENDUM

MULLIGAN'S FUTURE LAND USE ACREAGE



Plat of Deed Calls for: 276-015



276-015	..... AREA	.. CLOSING ERROR ..
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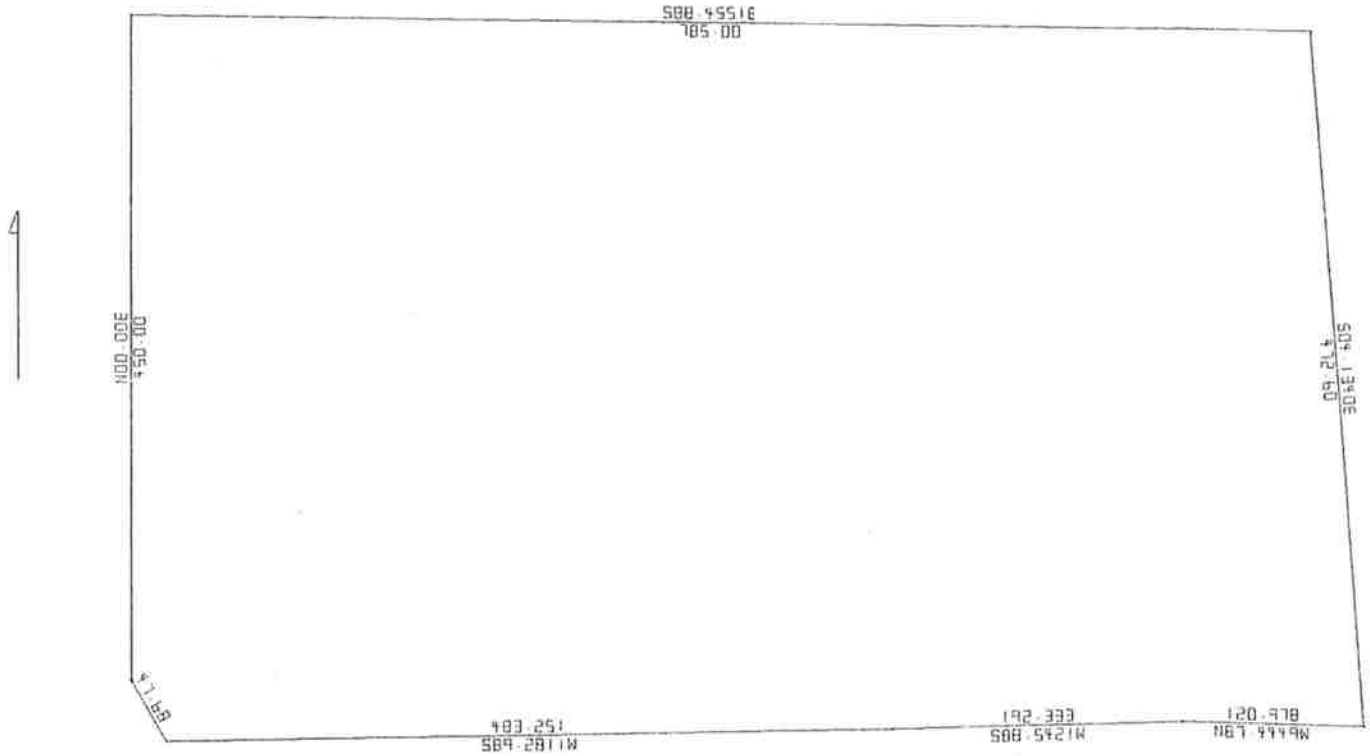
East Shift : +0	Sq. Meters: 87412.5	Meters : 0.001
DMS Rotated: +000.0000	Perimeter : 4452.67	Precision: 1/989445

1. N00.00E 655.262
2. N84.00E 21.20
3. N90.00E 445.783
4. N48.00W 132.00
5. N68.00W 92.40
6. N35.00W 66.00
7. N18.00W 99.00
8. N28.00E 155.10
9. N89.3453E 612.572
10. S05.5119E 26.345
11. S05.5119E 918.298
12. C1 Right, Radius= 1072.00
    Bng= not given Dist= not given
    Del= 09.2422 Len= 175.990
    Tan= not given Rdl= not given
13. S03.3303W 26.690
14. N79.1648W 181.790
15. N87.4449W 120.978
16. S88.5421W 192.333
17. S89.2811W 483.251
18. N29.1038W 47.68

Plat of Deed Calls for: 276-015-COMMERCIAL



276-015-COMMERCIAL	..... AREA	.. CLOSING ERROR ..
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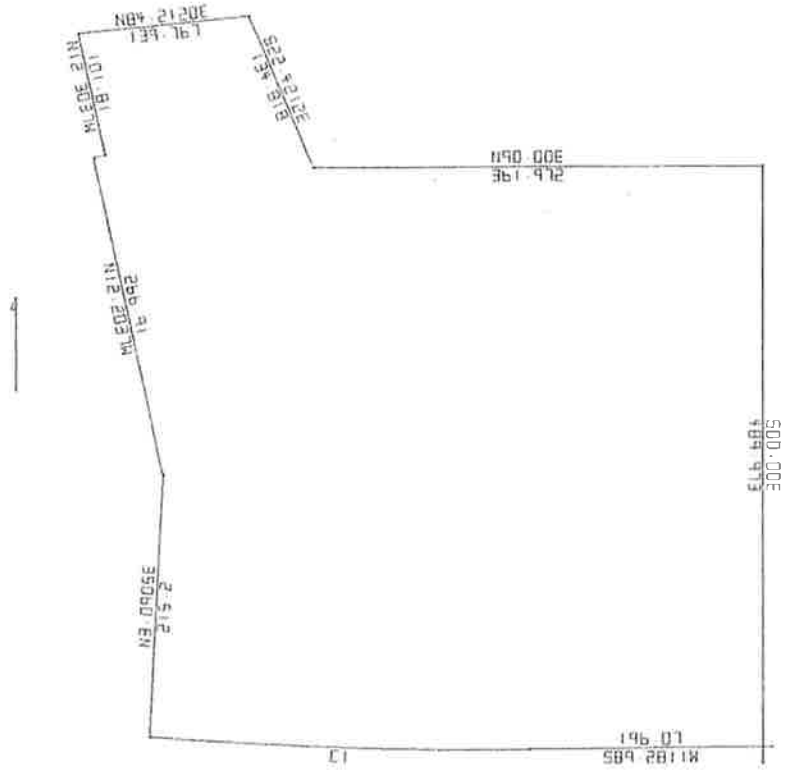
East Shift : +0	Sq. Meters: 35679.5	Meters : 0.001
DMS Rotated: +000.0000	Perimeter : 2551.84	Precision: 1/680285

1. S04.1340E 472.60
2. N87.4449W 120.978
3. S88.5421W 192.333
4. S89.2811W 483.251
5. N29.1038W 47.68
6. N00.00E 450.00
7. S88.4551E 785.00

Plat of Deed Calls for: 276-022



276-022	..... AREA	.. CLOSING ERROR ..
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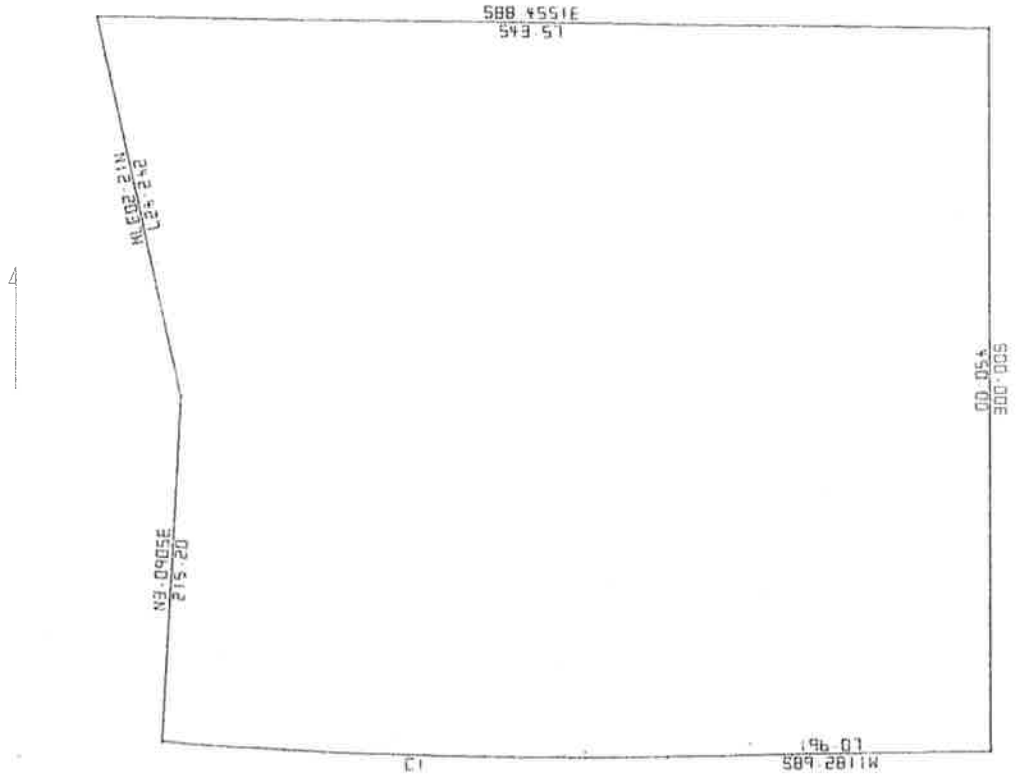
North Shift: +0	Sq. Feet : 262784 ±	Feet : 15.56
East Shift : +0	Sq. Meters: 24413.5 ±	Meters : 4.743
DMS Rotated: +000.0000	Perimeter : 2224.25	Precision: 1/143

1. S89.2811W 196.07
2. C1 Right, Radius= 3221.93
   Bng= not given Dist= not given
   Del= not given Len= 307.73
   Tan= not given Rdl= not given
3. N3.0905E 215.2
4. N12.2037W 266.91
5. N77.3923E 10
6. N12.3037W 101.81
7. N84.2120E 139.767
8. S22.4212E 134.818
9. N90.00E 361.972
10. S00.00E 489.973

Plat of Deed Calls for: 276-022-COMMERCIAL



276-022-COMMERCIAL	..... AREA	.. CLOSING ERROR ..
Scale : 115 ft/in	Acres : 5.303	Bearing: CLOSED
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East Shift : +0	Sq. Meters: 21460.7	Meters : 0.001
DMS Rotated: +000.0000	Perimeter : 1955.00	Precision: 1/698466

1. S00.00E 450.00
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3. C1 Right, Radius= 3221.93
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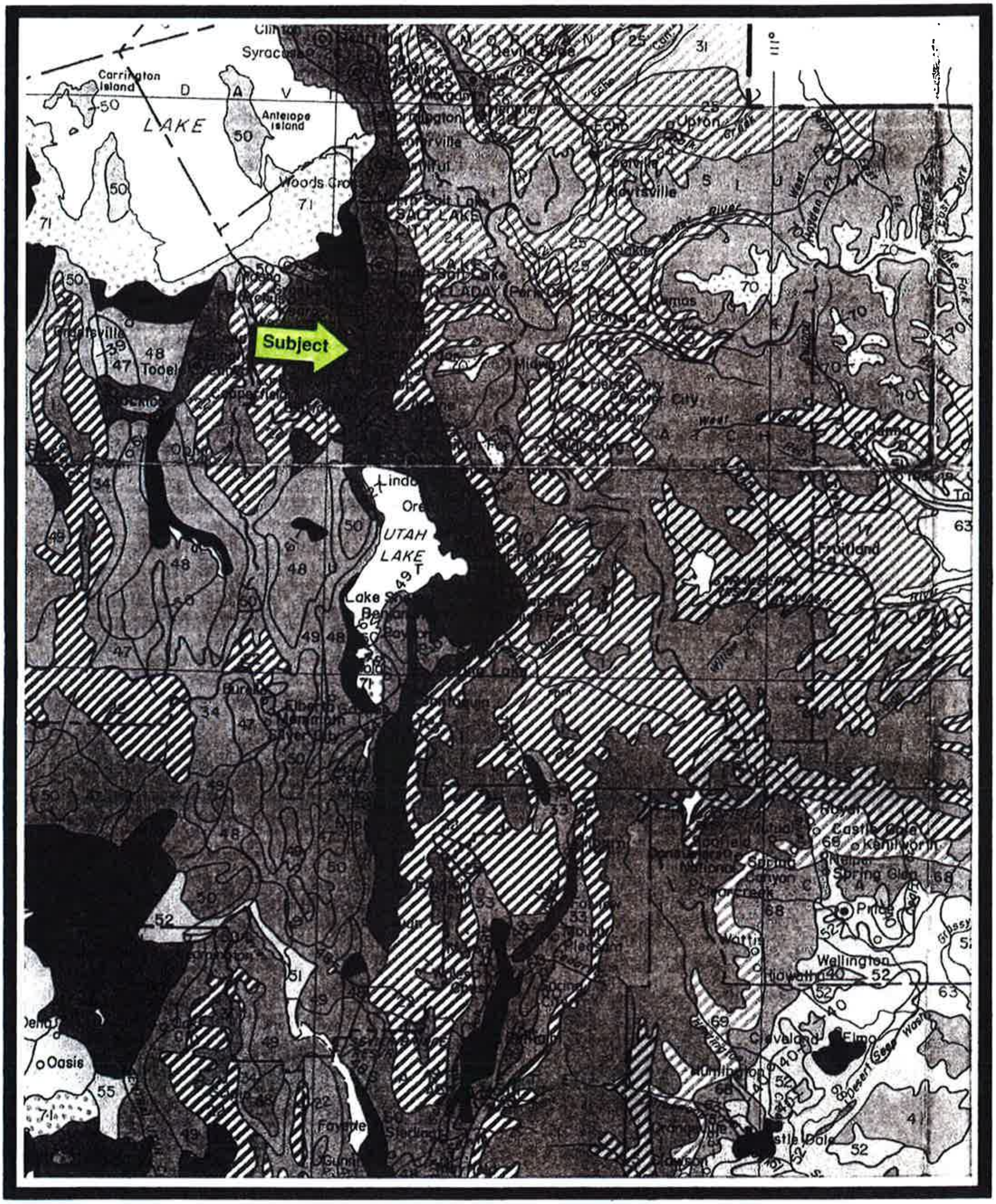
   Tan= not given Rdl= not given
4. N3.0905E 215.20
5. N12.2037W 242.427
6. S88.4551E 543.57

SOILS MAP


Subject
Syracuse
Carrington Island
Antelope Island
LAKE
Woods Cross
Tooele
UTAH LAKE
Lindon
Midway
Fruitland
Kenilworth
Spring Glen
Price
Wellington
Hiawatha
Elmo
Oasis
Fayette
Upton
Devils Slide

The Typic Argixerolls are deep and moderately deep, slightly acid to mildly alkaline soils. The surface layers are grayish-brown, brown, and very dark grayish-brown loams, silt loams, and very cobbly sandy clay loams. The subsoils are brown, light-brown, and dark grayish-brown fine, fine-loamy, and loamy-skeletal. The substrata are pale-brown and reddish-brown fine-loamy and loamy-skeletal. Representative soil series are Cloud Rim, Horrocks, and Manila.

The Calcic Argixerolls are deep and moderately deep, neutral to moderately alkaline soils. The surface layers are brown and dark-brown gravelly and cobbly loams. The subsoils are brown loamy-skeletal. The substrata are brown, pale-brown, and very pale-brown loamy-skeletal underlain by bedrock at depths greater than 36 inches. Representative soil series are Broad and Sheep Creek.

The soils in this association are well to somewhat excessively drained. Permeability is slow to moderately rapid. Runoff is medium and sediment production is low. The hydrologic groups are mainly B and C.

The principal native vegetation is oakbrush, maple, snowberry, big sagebrush, bluebunch wheatgrass, bearded wheatgrass, and other associated grasses, forbs, and shrubs.

These soils are used mainly for range, wildlife habitat, water yielding areas, and recreation.

G. Dominantly dark-colored soils of lake terraces, fans, and valley bottoms that are usually dry during the summer, have an average annual precipitation of 35 to 55 centimeters (14 to 22 inches), a mean annual soil temperature of 8° to 15° C (47° to 59° F), and a mean summer soil temperature of more than 15° C (59° F).

This group of associations is shown in solid dark blue. There are 3 different associations numbered 26, 27, and 28 in this group.

The soils in these associations are located mainly on lake terraces and alluvial fans and valley bottoms along the western front of the Wasatch Mountains from the Idaho line south to Levan, and in Pavant and Tooele Valleys. Slopes are mainly smooth to gently undulating with some areas distinctly rolling and disected with stream channels. They range from about 1 to 6 percent. Elevations range mainly from about 4,300 to 5,300 feet but some areas extend up to 6,000 feet.

The climate is dominantly dry subhumid and moist subhumid and characterized by warm dry summers and moderately cold moist winters. The mean annual soil temperature at 20 inches ranges from 8° C to 15° C (47° to 59° F) and the mean summer soil temperature is more than 15° C (59° F). The freeze-free season is sufficiently long for the successful production of most farm crops when water is available for irrigation. Fruits are grown where there is good air drainage. The average annual precipitation ranges from 35 to 55 centimeters (14 to 22 inches), most of which comes from October through May. Nonirrigated winter wheat is successfully grown on these soils where irrigation water is not available.

26. Calcic Argixerolls-Calcic Haploxerolls Association

This association is located mainly in the north central part of Utah. It occurs in Cache, Box Elder, Morgan, Weber, Davis, Salt Lake, Utah, Juab, and Millard Counties on lake terraces at elevations ranging from about 4,300 to 5,300 feet. Slopes are mainly smooth nearly level to gently sloping but some steep terrace escarpments are included.

This association consists of about 40 percent Calcic Argixerolls, 20 percent Calcic Haploxerolls, and 15 percent Calcic Pachic Argixerolls. The other 25 percent is mainly Typic Argixerolls, Cumulic Haploxerolls, and Calcixerollic Xerochrepts. Some Typic Calciaquolls along the Jordan River in Salt Lake County are included.

The Calcic Argixerolls are deep, neutral to moderately alkaline soils. The surface layers are dark grayish-brown loams and silt loams. The subsoils are brown fine-loamy and fine-silty. Calcium carbonate layers occur at depths of between 24 and 36 inches. Representative soil series are Parleys and Timpanogos.

The Calcic Haploxerolls are deep or moderately deep, neutral to strongly alkaline soils. The surface layers are brown and dark grayish-brown fine sandy loams and gravelly fine sandy loams. The subsoils are brown and yellowish-brown coarse-loamy and loamy-skeletal. The substrata are grayish-brown, and light brownish-gray coarse-loamy and loamy-skeletal. Calcium carbonate layers occur at depths between 24 and 36 inches. Representative soil series are Hupp, Kidman, Lakewin, and Middle.

The Calcic Pachic Argixerolls are deep, neutral to moderately alkaline soils. The surface layers are dark-gray and very dark-gray silt loams and silty clay loams. The subsoils are dark-gray, grayish-brown, and dark grayish-brown fine and fine-silty. The substrata are white, light-gray, and light brownish-gray fine and fine-silty. Calcium carbonate layers occur at depths between 24 and 36 inches. Representative soil series are Avon and Mendon.

The soils in this association are well and moderately well drained. Permeability is slow to rapid. Runoff is slow to rapid and sediment production is moderate to low. The hydrologic groups are mainly B and C.

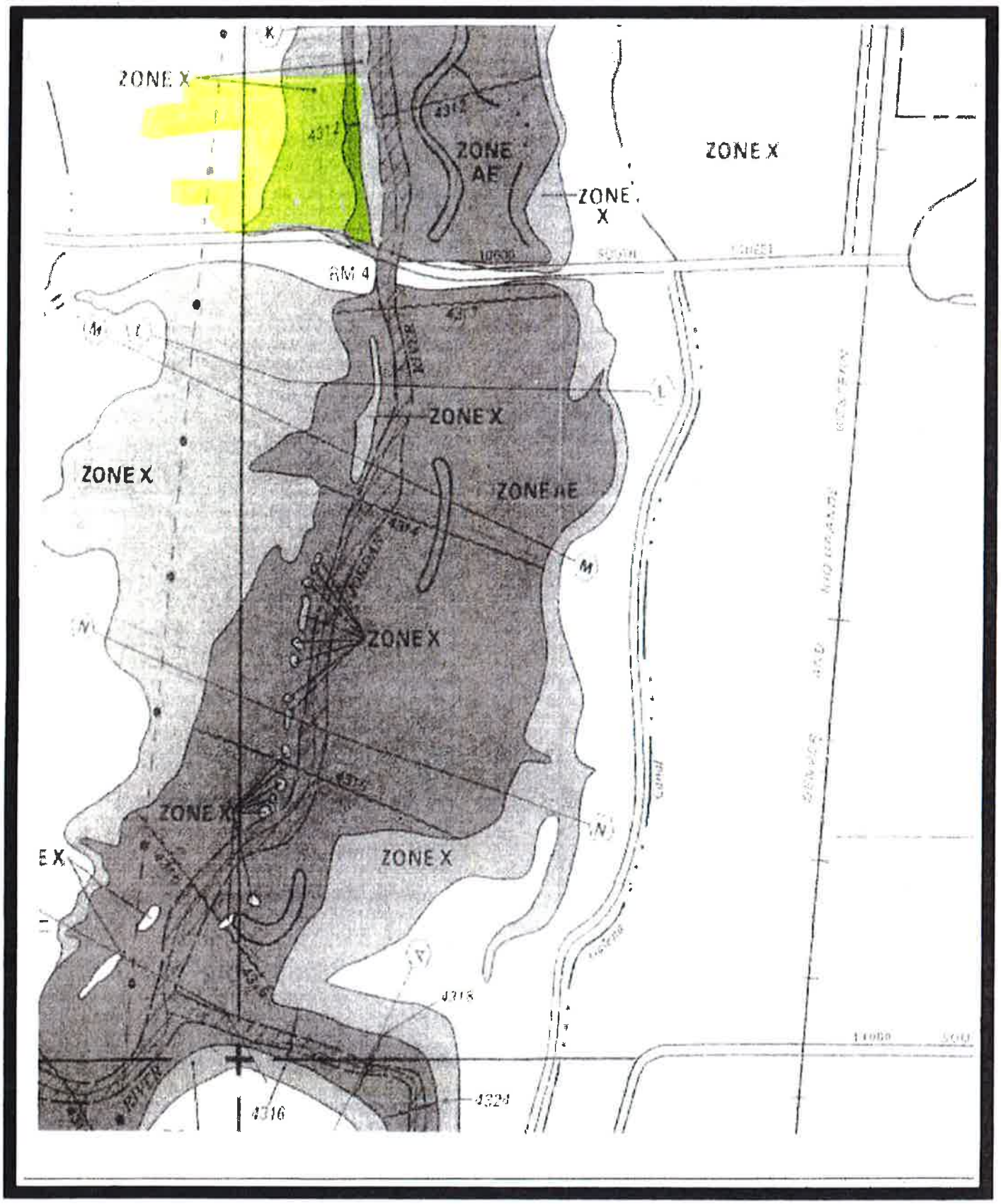
The principal native vegetation is big sagebrush, wheatgrasses, and other associated grasses, forbs, and shrubs.

These soils are used mainly for cultivated land both irrigated and nonirrigated and urban developments for homes and industries. Irrigated crops include alfalfa, small grains, corn, and sugar beets. Where air drainage is good, apricots, peaches, cherries, apples, and pears are also grown. The nonirrigated cropland is mainly in winter wheat.

27. Typic Calcixerolls-Calcic Argixerolls Associati

This association is the most extensive of the

FLOOD PLAIN MAP



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
SOUTH JORDAN,
UTAH
SALT LAKE COUNTY

PANEL 9 OF 9
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
490107 0009C

MAP REVISED:
SEPTEMBER 30, 1994

Federal Emergency Management Agency

LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

ZONE A	No base flood elevations determined.
ZONE AE	Base flood elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE A99	To be protected from 100-year flood by Federal flood protection system under construction; no base elevations determined.
ZONE V	Coastal flood with velocity hazard (wave action); no base flood elevations determined.
ZONE VE	Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

ZONE X	Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.

OTHER AREAS

ZONE X	Areas determined to be outside 500-year flood plain.
ZONE D	Areas in which flood hazards are undetermined.

Flood Boundary

Floodway Boundary

Zone D Boundary

Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.

513 — Base Flood Elevation Line; Elevation in Feet*

D — D — Cross Section Line

(EL 987) — Base Flood Elevation in Feet Where Uniform Within Zone*

RM7 X — Elevation Reference Mark

*Referenced to the National Geodetic Vertical Datum of 1929

NOTES

This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas.

Areas of special flood hazard (100-year flood) include Zones A, A1-30, AE, AH, AO, A99, V, V1-30 AND VE.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

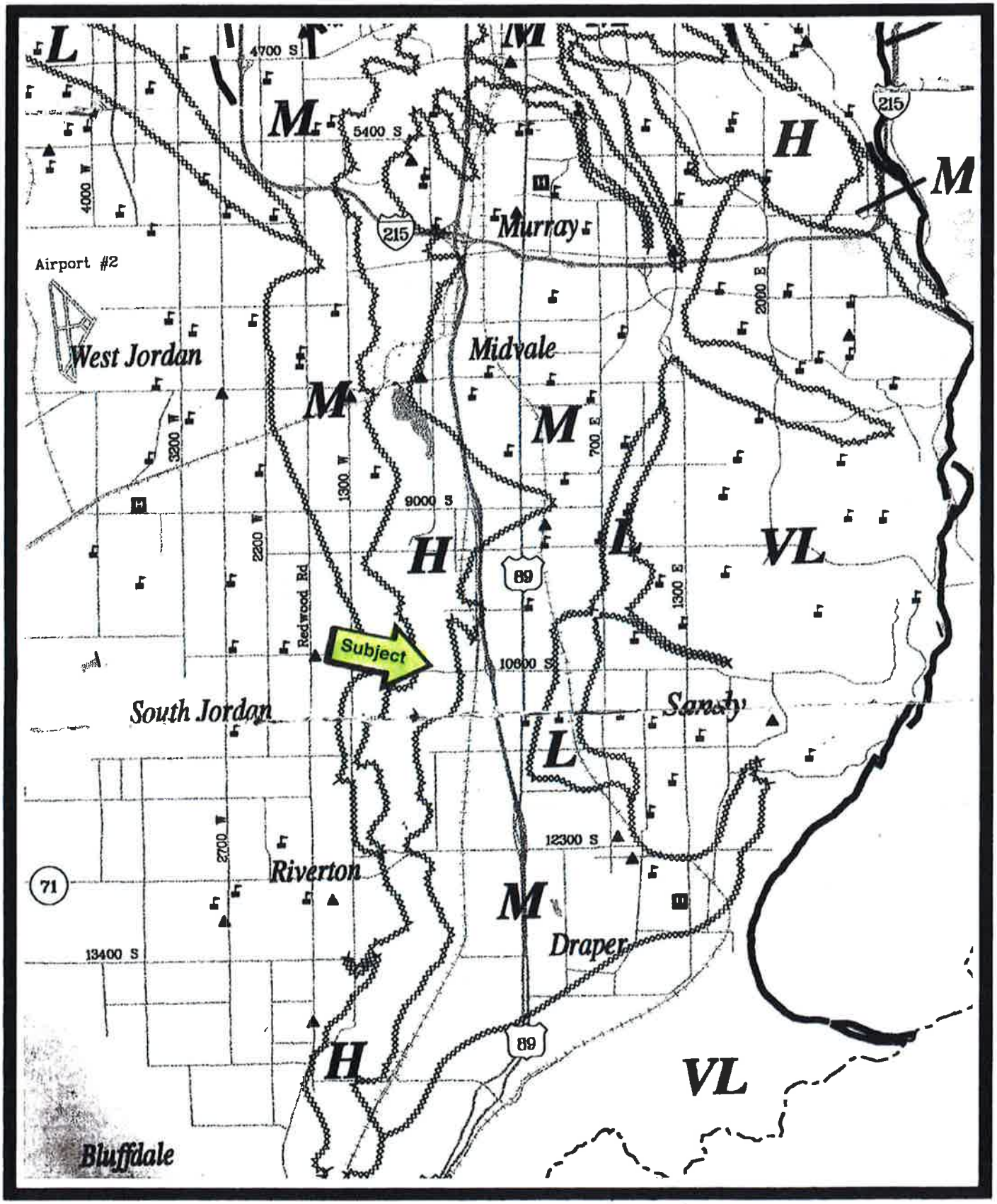
Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the Federal Emergency Management Agency.

Floodway widths in some areas may be too narrow to show to scale. Floodway widths are provided in the Flood Insurance Study Report.

Coastal base flood elevations apply only landward of the shoreline.

Elevations reference marks are described in the Flood Insurance Study Report.

EARTHQUAKE


L
M
4700 S
M
5400 S
H
215
M
4000 W
215
Murray
Airport #2
2000 E
West Jordan
Midvale
M
M
3200 W
700 E
1300 W
9000 S
H
L
VL
2200 W
89
1300 E
Redwood Rd
Subject
10600 S
South Jordan
Sandy
L
2700 W
12300 S
Riverton
71
M
Draper
13400 S
89
H
VL
Bluffdale

CHAPTER 12.24 AGRICULTURAL 5 (A-5) ZONE

12.24.010 PURPOSE
12.24.020 PERMITTED USES
12.24.030 CONDITIONAL USES
12.24.040 USE REGULATIONS
12.24.050 DEVELOPMENT REVIEW
12.24.060 LOT AREA
12.24.070 LOT WIDTH AND FRONTAGE
12.24.080 PRIOR CREATED LOTS
12.24.090 DWELLING DENSITY
12.24.100 LOT COVERAGE
12.24.110 YARD REQUIREMENTS-MAIN AND ACCESSORY BUILDINGS
12.24.120 PROJECTIONS INTO YARDS
12.24.130 FARM ANIMALS
12.24.140 PARKING AND ACCESS
12.24.150 FENCING, SCREENING AND CLEAR VISION
12.24.160 ARCHITECTURAL STANDARDS
12.24.170 LANDSCAPING
12.24.180 LIGHTING
12.24.190 OTHER REQUIREMENTS

12.24.010 PURPOSE

The Agricultural 5 Zone, A-5, (minimum 5 acre lot) may be cited as the "A-5 Zone" and is established to allow for the continuation of agriculture in an expanding urban community and to complement the existing rural residential environment in South Jordan. The regulations of this Chapter are intended to allow for the orderly expansion of residential and commercial developments into agricultural lands while encouraging compatibility of new growth with existing agricultural uses.

12.24.020 PERMITTED USES

The following uses may be conducted in the A-5 Zone as limited herein.

Single family dwelling, detached, maximum one per lot or parcel
Crop production, horticulture
Farm animals as regulated in Section 12.24.130 below
Agricultural and residential accessory uses and buildings
Agricultural buildings not exceeding 5000 sq. ft.
Produce stand, maximum 300 square feet, maximum one per parcel or lot for selling only produce grown on the premises
Household pets not exceeding 2 per species over the age of 4 months per dwelling
Home occupations according to City Ordinances
Residential facility for disabled persons as required by State law

12.24.030 CONDITIONAL USES

The City Council may authorize the issuance of a conditional use permit for the following uses in the A-5 Zone.

Animal husbandry, unique or exotic animal specialties or other animal uses not otherwise regulated by this Chapter
Household pet, maximum 1 additional per dwelling regardless of species
Religious activities
Educational activities
Residential facility for elderly persons as required by State law
Group day care facility on minimum 1 acre lot
Building other than single family dwelling as a main building on the lot
Agricultural buildings exceeding 5000 sq. ft. in area
Commercial or public corrals, arenas, stables, silos, barns, equestrian or rodeo facilities and other commercial agricultural related structures and uses
Nature or zoological exhibits
Cultural exhibits and activities
Golf courses and driving ranges
Parks and recreational activities
Public facilities

12.24.040 USE REGULATIONS

Uses may be conducted in the A-5 Zone only in accordance with the following regulations.

1. Only allowed permitted, conditional or accessory uses as set forth in this Chapter may be conducted in the A-5 Zone. A conditional use permit must be obtained prior to the establishment of a conditional use.
2. Accessory uses may be conducted in the A-5 Zone only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, caretakers, nurses, nannies, maids, barns, garages, silos, corrals, sheds, stables, paddocks, swimming pools, recreational equipment, greenhouses, windmills, wells and water storage facilities and other structures and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.
3. There shall be no open storage of trash, debris, used materials or commercial goods or wrecked or neglected materials, equipment or vehicles in the A-5 Zone.
4. It shall be unlawful to park, store, or leave, or to permit the parking, storing or leaving of any vehicle of any kind or part(s) thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, whether attended or not, upon any private or public property within the A-5 Zone for longer than seventy-two (72) hours, except that up to two (2) such vehicles or parts thereof may be stored completely within an enclosed building or within an opaque fence enclosure which is completely screened from view of public streets and neighboring properties.

5. No commercial vehicle or commercial earth moving or material handling equipment shall be parked or stored in the A-5 Zone except in conjunction with temporary development or construction activities or in conjunction with an approved use which requires such vehicles. Commercial vehicles shall include semi trucks and trailers, trucks and trailers equaling or exceeding 8,000 lb. curb weight, delivery vehicles, dump trucks, back hoes, graders, loaders, farm implements, cement trucks, bulldozers, belly dumps and scrapers, forklifts or any similar vehicle or apparatus.
6. Water craft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line and the street side line of the main building on the lot or parcel in an A-5 Zone except that said vehicles may be stored temporarily in front or side yards for no longer than 72 hours. Travel trailers, campers and motor homes may not be occupied as living quarters in the A-5 Zone except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than 7 days per calendar year.

12.24.050 DEVELOPMENT REVIEW

Uses proposed in A-5 Zones may only be established in conformance with development review procedures of the City. Applicants shall follow the procedures and requirements of the South Jordan Municipal Code regarding development review in the preparation and review of development proposals in A-5 Zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the City except as allowed under Utah State law.

12.24.060 LOT AREA

The minimum area of any lot or parcel in the A-5 Zone shall be 5 acres. Every portion of a parcel being subdivided shall be included as a lot or lots in the proposed subdivision plat.

12.24.070 LOT WIDTH AND FRONTAGE

Each lot in the A-5 Zone shall have a minimum width of 100 feet measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line. Each lot or parcel shall abut the right-of-way line of a public street a minimum distance of 100 feet except that lots with side property lines which diverge at an angle of at least 20 degrees shall abut the right-of-way a minimum distance of 60 feet.

12.24.080 PRIOR CREATED LOTS

Lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of an A-5 Zone shall not be denied a building permit solely for reason of nonconformance with the parcel requirements of this Chapter.

12.24.090 DWELLING DENSITY

Only one single-family dwelling may be placed upon a lot or parcel of land in the A-5 Zone.

12.24.100 LOT COVERAGE

A maximum of 20% of the area of lots or parcels in the A-5 Zone may be covered by buildings.

12.24.110 YARD REQUIREMENTS-MAIN AND ACCESSORY BUILDINGS

The following yard requirements shall apply in A-5 Zones. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots. A zoning permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

1. Minimum yard requirements for main buildings are as follows:
   a) Front yard, interior and corner lots: 30 feet.
   b) Side yard, interior lots: 10 feet.
   c) Side yard, corner lots: 10 feet on the side adjoining another lot, 30 feet on the side adjoining the street, 35 feet on the side adjoining a collector street
   d) Rear yard, interior lot: 25 feet.
   e) Rear yard, corner lot: 10 feet.
   f) Rear yard, collector street: 35 feet.
2. Minimum yard requirements for accessory buildings are as follows:
   a) Accessory buildings may not be located between a street and the front or side building line of a main building.
   b) Side yard accessory building. An accessory building may be located in a side yard no closer than 10 feet from the side property line or boundary and no closer than 6 feet from the dwelling or main building.
   c) Rear yard accessory building. An accessory building may be located in a rear yard no closer than 6 feet from the dwelling or main building and no closer than 3 feet from the side or rear property line or boundary.
   d) The minimum setback from property lines or boundaries for accessory buildings or structures exceeding 12 feet in height shall be increased by 1 foot for each foot of building height in excess of 12 feet.
3. Buildings may not be located within a public easement except for small, movable accessory buildings not exceeding 120 square feet in area. The owner will accept all responsibility to remove and/or replace the building should removal of the building be required for utility purposes.
4. All buildings shall be separated by a minimum distance of 6 feet.
5. Buildings used for the housing or shelter of animals shall be located a minimum distance of 40 feet from any dwelling or street right-of-way line.

The following may be erected on or projected into any required yard space in A-5 Zones.

1. Fences and walls in conformance with City Ordinances.
2. Flag poles not exceeding 35' high.
3. Agricultural crops and landscape elements including trees, shrubs and other plants.
4. Utility or irrigation equipment or facilities.
5. Decks not more than 2 feet in height.
6. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to the building extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.
7. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding 8 feet wide and extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.

12.24.130 FARM ANIMALS

Animals totaling no more than 30 points per half acre, according to the point values listed below, may be kept in A-5 Zones. Other animals approved with a conditional use permit shall be assigned point values as determined by the City Council. Farm animals may not be kept on lots or parcels less than one-half acre in area. Animal points shall not be granted for smaller than one-half acre increments. Offspring of allowed animals on the premises not exceeding 6 months of age are not regulated under this section.

Horses, cattle:	20 points each
Sheep, goats	5 points each
Chickens, ducks, geese, rabbits	2 points each

12.24.140 PARKING AND ACCESS

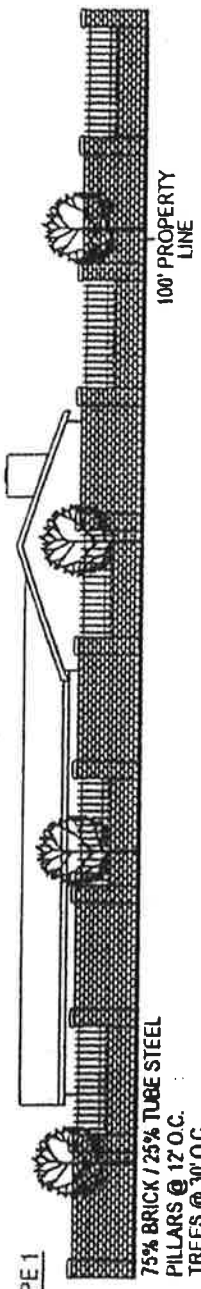
Parking areas and vehicle access in A-5 Zones shall meet requirements of Chapter 11.26 of the South Jordan Municipal Code.

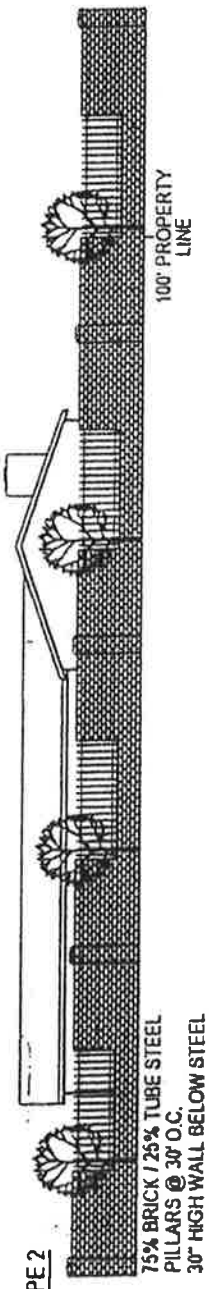
12.24.150 FENCING, SCREENING AND CLEAR VISION

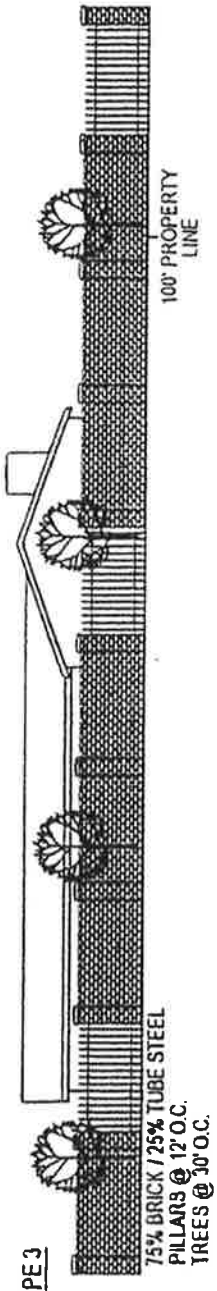
The following fencing, screening and clear vision requirements shall apply in A-5 Zones. A permit shall be obtained from the Community Development Department prior to construction of any fence in the A-5 Zone. An application form and the location, height and description of the proposed fence shall be submitted for review.

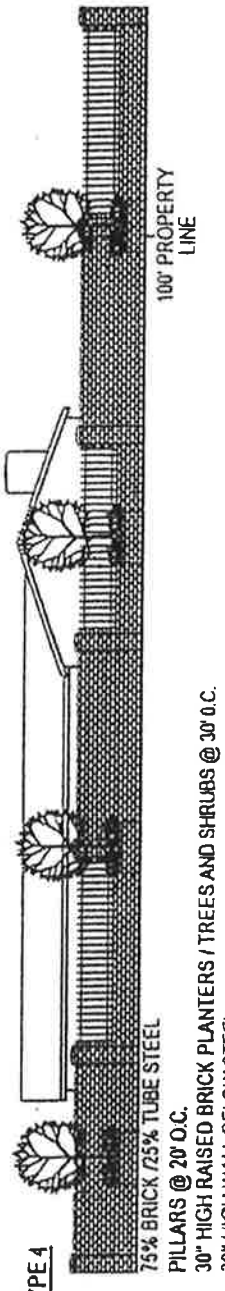
1. Utility screening. In non-single family residential developments requiring conditional use approval in A-5 Zones, all mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings.
2. Incompatible land use screening. Incompatible land uses including waterways, trails,

2. Incompatible land use screening. Incompatible land uses including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as determined by the City Council.
3. Rear and side yard fencing. A maximum 6 foot high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.
4. Front yard fencing. A maximum 4 foot high, non-visually obscuring decorative wrought iron, simulated wrought iron or vinyl fence may be constructed along a side lot line to the right-of-way line or sidewalk of a neighborhood street except as regulated in clear vision areas. A masonry or solid vinyl fence or hedge may also be used along side lot lines to the right-of-way or sidewalk but may not exceed 3 feet in height. Only a maximum 4 foot high decorative wrought iron or simulated wrought iron fence may be constructed between a dwelling and the front lot line or sidewalk adjoining a collector street. Brick pillars may be used as an alternative to metal fence posts. Brick pillars may not exceed 18 inches square or be closer than 8 feet on center. Posts or pillars may not extend higher than 4 inches above the 4 foot fence panel.
5. Clear vision. Landscape materials, except for mature trees which are pruned at least 7 feet above the ground, and fences shall not exceed 2 feet in height within a 10 foot triangular area formed by the edge of a driveway and the street right-of-way line or within a 30 foot triangular area formed by the right-of-way lines of intersecting streets.
6. Collector street fencing. Any single family residential rear or side yard fence erected or maintained roughly parallel to and within 20 feet of a collector or arterial street right-of-way in A-5 Zones shall be constructed 6 feet high of decorative brick, integrally colored textured block or stone with a pre-cast concrete cap and/or a maximum of 25% decorative wrought iron or simulated wrought iron. These fences shall be constructed with pillars providing a minimum of 2 inch relief on the street side at minimum 20' intervals or, if decorative wrought iron is used, at intervals shown with the four design options provided in this Chapter. If decorative wrought iron is proposed, one of the four design options provided in this Chapter shall be used as a pattern. The masonry fence will be installed on private property and maintained by the owners. Sidewalks or concrete mow strips shall be installed under the fence where decorative wrought iron extends to the ground and between the street side of the fence and the sidewalk to prevent weed growth. Construction drawings shall be submitted to the City Engineer for review prior to construction. Any other parallel or roughly parallel fence or screening, excluding landscaping, may be installed no closer than 20 feet from any street right-of-way line except as otherwise restricted in this Title. Proposed modifications to collector street fencing must be consistent with adjacent fencing provided that the adjacent fencing meets requirements of this Chapter.









ADOPTED BY THE CITY COUNCIL
OF THE CITY OF SOUTH JORDAN

				SOUTH JORDAN CITY	1/1
			TB	COLLECTOR STREET FENCING ELEVATION ALTERNATIVES	STANDARD DRAWING 1610
DATE	REVISIONS	BY	5/00		

12.24.160 ARCHITECTURAL STANDARDS

The following exterior materials and architectural standards are required in A-5 Zones.

1. Each dwelling in A-5 Zones shall be constructed with brick or stone in the minimum amount of 2' times (x) the perimeter of the foundation (including garage). Dwellings shall be constructed with minimum 5:12 roof pitch and a minimum 2-car garage (minimum 22' x 22').
2. All building materials shall be high quality, durable and low maintenance.
3. Buildings in A-5 Zones may not exceed 35 feet in height except for structures not intended for human occupancy.
4. Signs shall meet requirements of Chapter 11.36 of the Municipal Code and shall be constructed of materials which are consistent with the buildings which they identify.
5. The minimum floor area, finished and unfinished, of any single family dwelling in A-5 Zones shall be 2400 square feet.
6. The exteriors of buildings in the A-5 Zone shall be properly maintained by the owners.

12.24.170 LANDSCAPING

The following landscaping requirements shall apply in A-5 Zones.

1. The front and side yards of lots shall be landscaped and properly maintained with lawn and other acceptable plant material unless otherwise approved by the City Council with a conditional use permit.
2. All areas of non-residential developments not approved for parking, buildings, recreation facilities, access or other hard surfacing or otherwise exempted by the City Council, shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved by the City Council in conjunction with a site plan or plat for the development.
3. In non-residential developments, a minimum of one tree per 600 square feet, or part thereof, of landscaped area is required. A minimum of 30% of required trees shall be minimum 7' evergreens. Deciduous trees shall be minimum 2" caliper. Deciduous and evergreen trees need not be equally spaced except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.
4. All collector street park strips in A-5 Zones shall be landscaped with grass and trees as specified by the Public Works Department. All other park strips and right-of-way areas shall be maintained by the adjoining owners unless otherwise approved by the City Council.
5. In non-residential developments in A-5 Zones, the following landscaping requirements shall apply.
   a.) Curbed planters with 2" or larger caliper shade trees and grass, shrubs or groundcover shall be installed at the ends of parking rows. Planters shall be at least 5' wide.

b.) Minimum 5' landscaped planters shall be provided along street sides of building foundations except at building entrances.

c.) All landscaped areas shall be curbed.

6. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. If approved by the City Engineer and City Council, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.
7. All required landscaping in yard areas and open spaces, except for single family dwellings, shall be installed (or escrowed due to season) prior to occupancy.
8. All landscaped areas, including adjoining public right-of-way areas not maintained by the City, shall be properly irrigated and maintained by the owners unless otherwise approved by the City Council.
9. Required trees may not be topped nor may any required landscape material be removed in A-5 Zones without City approval. Any dead plant material shall be replaced in accordance with the requirements of this Chapter and the conditions of site plan or plat approval.

12.24.180 LIGHTING

The following lighting requirements shall apply in A-5 Zones.

1. A lighting plan shall be submitted with all new developments in A-5 Zones. Where required by the City Council, lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
2. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
3. Lighting fixtures on public property shall be architectural grade. A single street light type, approved by the City Engineer, will be used on the same street.

12.24.190 OTHER REQUIREMENTS

The following requirements shall apply in A-5 Zones.

1. All developments shall be graded according to the City's engineering and building requirements to provide adequate drainage. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
2. All areas of lots shall be properly maintained by the owners.
3. A project phasing plan shall be submitted for review by the Planning Commission and City Council at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City Council.

CHAPTER 12.52 COMMERCIAL-COMMUNITY (C-C) ZONE

12.52.010 PURPOSE
12.52.020 PERMITTED USES
12.52.030 CONDITIONAL USES
12.52.040 USE REGULATIONS
12.52.050 DEVELOPMENT REVIEW
12.52.060 LOT WIDTH AND FRONTAGE
12.52.070 AREA REQUIREMENTS
12.52.080 PRIOR CREATED LOTS
12.52.090 YARD REQUIREMENTS
12.52.100 PROJECTIONS INTO YARDS
12.52.110 PARKING AND ACCESS
12.52.120 FENCING, SCREENING AND CLEAR VISION
12.52.130 ARCHITECTURAL STANDARDS
12.52.140 LANDSCAPING
12.52.150 LIGHTING
12.52.160 OTHER REQUIREMENTS

12.52.010 PURPOSE

The Commercial-Community (C-C) Zone may be cited as the "C-C" Zone and is established to provide areas for large scale community or regional retail and service uses. These areas will generally be located near major transportation hubs but should be designed to buffer neighboring residential areas. Coordinated circulation, architecture and landscaping and a balance of uses should be incorporated in developments in the C-C Zone.

12.52.020 PERMITTED USES

The following uses may be conducted in the C-C Zone.

Department, discount and food stores
Shopping centers and malls with only allowed uses
Furniture, electronics, appliances and home furnishings retailing
Apparel, footwear, sewing supplies retailing
Sporting goods, toy retailing
Household goods retailing
Health, beauty and medical products retailing; prescription drugs retailing
Books, videos, media, copies, photography, art and drafting supplies, office supplies, stationery retail
Hobbies and crafts retailing
Auto and equipment parts retailing (no service)

Hardware and home improvement retailing
Restaurants, eating establishments
Miscellaneous retail sales

12.52.030 CONDITIONAL USES

The City Council may authorize the issuance of a conditional use permit for the following uses in the C-C Zone.

Gas stations, convenience stores
Fast food with no eating accommodations
Banks, credit unions, financial institutions
Laundry
Lumber, building materials and landscaping retail sales yards
Drive-through facilities for allowed uses
Equipment and appliance light repairs and service enclosed within a building
Automotive services enclosed within a building including lube, tune-up, automatic wash, inspection, tires, mufflers, minor repairs
Pharmacy
Bed & breakfast inn
Educational and training activities
Group day care center
Theaters, amusement, recreational activities
Public facilities
Beauty and fitness centers
Second-hand goods retailing
Medical, health or dental services
Mortuary, funeral home

12.52.040 USE REGULATIONS

Uses may be conducted in C-C Zones only in accordance with the following regulations.

1. Only allowed permitted, conditional or accessory uses as set forth in this Chapter may be conducted in C-C Zones. A conditional use permit must be obtained prior to the establishment of a conditional use. Sexually oriented business is prohibited in C-C Zones. Uses which are primarily non-retail in nature (more than 40% of sales are non-taxable) may not occupy more than 40% of the total floor area of non-anchor stores in a shopping center or mall (including pads) or occupy an in-line shop space greater than 4000 square feet of floor area in said shopping center or mall. An anchor store shall be any single shop space greater than 20,000 square feet in floor area.
2. All uses in C-C Zones shall be conducted within completely enclosed buildings, unless otherwise allowed in this Chapter, except those temporary uses customarily conducted in the outdoors including Christmas tree lots, fireworks stands and parking lot sales associated with an approved use on the property. Parking lot sales may be conducted up to four one-week periods per year.

3. Accessory uses and buildings may be conducted in C-C Zones only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, parking lots and terraces, properly screened utility and loading areas and other buildings and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.
4. There shall be no open storage of trash, debris, used, wrecked or neglected materials, equipment or vehicles in C-C Zones. No commercial materials, goods or inventory may be stored in open areas in C-C Zones except for temporary display items which are removed daily and which may be located only on private property no closer than 10 feet from any public right-of-way. No more than 12 small party balloons and 6 weatherproof placards, each not exceeding 2 feet square, per business may be attached to the displays and shall be removed daily with the displays. All other signs and devices are prohibited. Outdoor storage of inventory or products such as firewood, water softener salt, garden supplies and building materials is permitted only in screened areas approved for such purpose with site plan review.
5. No vehicle, boat or trailer or part(s) thereof which is in a wrecked, junked, dismantled inoperative or abandoned condition, attended or not, may be parked or stored in C-C Zones for longer than 72 hours unless stored within a completely enclosed building.
6. No commercial vehicles such as earthmoving or material handling equipment, semi-trucks or trailers or any commercial truck, trailer or vehicle may be stored in C-C Zones for longer than 72 hours except in conjunction with an approved use, development or construction activities on the property.
7. Utility trailers and recreational vehicles such as motor homes, travel trailers, water craft, campers and all-terrain vehicles, may not be stored in any area in C-C Zones.

12.52.050 DEVELOPMENT REVIEW

All uses proposed in C-C Zones may only be established in conformance with development review procedures of the City. Applicants shall follow the procedures and requirements of the South Jordan Municipal Code regarding development review in the preparation and review of development proposals in C-C Zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the City except as allowed under State law.

12.52.060 LOT WIDTH AND FRONTAGE

No minimum lot width is required for lots in C-C Zones except for the initial lot of a development which shall have a minimum width of 150 feet measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line. The initial lot shall abut the right-of-way line of a public street a minimum distance of 150 feet. Lots not fronting on a street must be accessible to the public via a recorded easement or right-of-way.

12.52.070 AREA AND DENSITY REQUIREMENTS

The following area and density requirements shall apply in the C-C Zone.

1. Minimum zone area. The minimum area of a C-C Zone shall be 5 acres.
2. Minimum project area. "Project" shall be defined as any development in C-C Zones for which preliminary plat or site plan approval has been proposed or granted. The minimum area of any project in C-C Zones shall be 1 acre.
3. Minimum lot area. There shall be no minimum lot area in C-C Zones.
4. Density. C-C Zones shall be established in conformance with Commercial designations on the Future Land Use Plan.

12.52.080 PRIOR CREATED LOTS

Nonconforming lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of a C-C Zone shall be brought into conformance with the requirements of this Chapter prior to development.

12.52.090 YARD REQUIREMENTS

The following yard requirements shall apply on lots in C-C Zones.

1. Front yard, interior and corner lots. The minimum landscaped front yard for lots in C-C Zones shall be 20 feet.
2. Side yard, interior lots. No minimum side yard is required adjacent to non-residential or non-agricultural zones. The minimum side yard for lots adjacent to residential or agricultural zones shall be 30 feet, of which at least 10 feet adjacent to the property line shall be landscaped.
3. Side yard, corner lots. The minimum landscaped street side yard for corner lots shall be 20 feet.
4. Rear yard. No minimum rear yard is required adjacent to non-residential or non-agricultural zones. The minimum rear yard for lots adjacent to residential or agricultural zones shall be 30 feet, of which at least 10 feet adjacent to the property line shall be landscaped.
5. All buildings in C-C Zones shall be separated by a minimum distance of 20 feet.

12.52.100 PROJECTIONS INTO YARDS

The following may be erected on or projected into any required yard space in C-C Zones.

1. Fences and walls in conformance with City Codes and Ordinances.
2. Flagpoles not exceeding 35 feet high.
3. Landscape elements including trees, shrubs and other plants.
4. Utility or irrigation equipment or facilities.
5. Decks not more than 2 feet in height.

6. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to the building extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.
7. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding 8 feet wide and extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.

12.52.110 PARKING AND ACCESS

Parking areas and access in C-C Zones shall meet requirements of Chapter 11.26 of the South Jordan Municipal Code.

12.52.120 FENCING, SCREENING AND CLEAR VISION

The following fencing, screening and clear vision requirements shall apply in C-C Zones.

1. All mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings.
2. The boundary of a C-C Zone which is not in or adjacent to a street and which is adjacent to a residential or agricultural zone shall be fenced with a 6 foot, decorative pre-cast concrete panel or masonry fence as approved by the City Council. Six foot solid vinyl boundary fencing may be used if approved by the City Council in unusual circumstances such as adjacent to property which is master planned for non-residential uses. A higher fence may be required or allowed by the City Council in unusual circumstances. A building permit is required for fences and walls over 6 feet high. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as approved by the City Council.
3. No wall, fence or screening material shall be erected between a street and a front or street side building line in C-C Zones except as required in #1 above.
4. Landscape materials, except for mature trees which are pruned at least 6 feet above the ground, shall not exceed 2 feet in height within a 10 foot triangular area formed by the edge of a driveway and a street right-of-way line or within a 30 foot triangular area formed by the right-of-way lines of intersecting streets.

12.52.130 ARCHITECTURAL STANDARDS

The following exterior materials and architectural standards are required in C-C Zones.

1. Architectural drawings and elevations, exterior materials and colors of all buildings shall be submitted in conjunction with site plan review. In projects containing multiple buildings, a design book containing architectural theme, features, exterior materials and colors governing the entire project shall be submitted.

2. All building materials shall be high quality, durable and low maintenance.
3. Exterior walls of buildings in excess of 60 feet in length shall have relief features at least 4" deep at planned intervals. All sides of buildings shall receive design consideration.
4. Signs shall meet requirements of Chapter 11.36 of the Municipal Code and shall be constructed of materials which complement the buildings which they identify.
5. Buildings and structures in the C-C Zone shall not exceed 35 feet in height unless otherwise allowed in this Title.
6. The exteriors of buildings in C-C Zones shall be properly maintained by the owners.

12.52.140 LANDSCAPING

The following landscaping requirements and standards shall apply in C-C Zones.

1. The front, side and rear yards of lots in C-C Zones, as described in Section 12.52.090, shall be landscaped and properly maintained with grass, trees and other plant material.
2. All areas of lots in C-C Zones not approved for parking, buildings or other hard surfacing shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved by the City Council in conjunction with a site plan or plat for the development.
3. A minimum of one tree per 500 square feet, or part thereof, of required landscaped yard areas is required in C-C Zones in addition to other trees required in this section. A minimum of 30% of required yard area trees shall be minimum 7' evergreens. Deciduous trees shall be minimum 2" caliper. Deciduous and evergreen trees required in this section need not be equally spaced but shall be dispersed throughout the required yard areas on the site.
4. All park strips and public right-of-way areas in C-C Zones shall be landscaped with grass and properly irrigated and maintained by the adjoining owners unless otherwise approved by the City Council.
5. Trees may not be topped nor may any landscape material be removed in C-C Zones without City approval. Any dead plant material shall be replaced in accordance with the requirements of this Chapter and the conditions of site plan or plat approval.
6. The following landscaping requirements shall apply in parking areas in C-C Zones.
   a) Curbed planters with 2" or larger caliper shade trees and grass, shrubs or groundcover shall be installed at the ends of parking rows. Planters shall be at least 5' wide.
   b) Shade trees shall be planted ~~in~~ between double parking rows at minimum intervals of 6 stalls and along single parking rows at minimum intervals of 3 stalls and no farther than 6' from the parking area. Shade trees are not required in parking rows which are adjacent to buildings.
   c) All landscaped areas adjacent to parking areas shall be curbed.

7. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any areas so included and perpetually preserved may be counted toward required yard space for the development. If approved by the City Engineer and City Council, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without written approval of any entity or agency having jurisdiction over said waterways.
8. All required landscaping in C-C Zones, shall be installed (or escrowed due to season) prior to occupancy.
9. All landscaped areas, including adjoining public right-of-way areas, shall be properly irrigated and maintained by the owners unless otherwise approved by the City Council.

12.52.150 LIGHTING

The following lighting requirements shall apply in C-C Zones.

1. A lighting plan shall be submitted with all new developments in C-C Zones. Site lighting shall be shielded to prevent glare on adjacent properties.
2. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
3. Lighting fixtures on public property shall be architectural grade. A single street light design, approved by the City Engineer, will be used on the same street.

12.52.160 OTHER REQUIREMENTS

The following provisions shall apply in C-C Zones.

1. Private covenants. The developer of a condominium project in a C-C Zone shall submit a proposed declaration of covenants to the City Attorney for review, including an opinion of legal counsel licensed to practice law in Utah that the condominium meets requirements of Utah State law, and record the covenants with the condominium plat for the project.
2. All development sites in C-C Zones shall be graded according to the City's engineering and building requirements to provide adequate drainage. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
3. All private areas in developments shall be properly maintained by the owners.
4. Buildings may not be located within a public easement.
5. A project phasing plan shall be submitted for review by the Planning Commission and City Council at the time of preliminary plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City Council.

A COMPLETE APPRAISAL
IN A SELF-CONTAINED REPORT

66.89 Acres- Mulligan's Property

LOCATED AT
692 W. 10600 South
South Jordan, Utah

DATE OF VALUATION
May 30, 2004

REPORT # 04012

PREPARED FOR

Mr. Don Branca
President
Mulligan's Golf and Games
692 W 10600 South
South Jordan, UT 84095

PREPARED BY

Dean A. Barney, M.B.A., MAI

Dean Barney Appraiser and Consultant
1192 West 12500 South
Riverton, Utah 84065
(801) 446-6622

Disconnected
No forward

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

SUBJECT:	Mulligan's Golf and Games, a 66.86-acre property
LOCATION:	692 West 10600 South, South Jordan City, Utah
TAX ID NUMBERS:	27-14-226-015, 016, 017 27-14-276-001, 002, 014, 015, 022
OWNER OF RECORD:	Mulligan's Golf and Games, Inc.
HIGHEST AND BEST USE:	
Land as if vacant:	Commercial/retail uses-14.12 acres 10.00 acres – multi-family development 42.74 acres – eventual single-family subdivision development
SITE DESCRIPTION:	
Size-	66.86 acres
Shape-	Irregular
Topography-	Level to undulating
Frontage-	1,482.15 feet on 10600 South
Improvements-	Mulligan's Golf and Games clubhouse, retail building, golf course, driving range, miniature golf and batting cages
Zoning-	A-5 and C-C, South Jordan City jurisdiction, the reader is referred to the zoning description section for further analysis of potential zoning
Flood Designation-	Majority of area not in flood zone, area along Jordan River in Zone AE, a 100-year flood zone. FEMA Map #4901070009C, dated September 30, 1994
PURPOSE OF APPRAISAL:	Estimate "as is" fee simple market value
APPRAISED INTEREST:	Fee simple
VALUATION DATE:	May 30, 2004
DATE OF REPORT:	June 7, 2004

VALUATION CONCLUSION:

"As Is" fee simple market value: $11,640,000

ESTIMATED EXPOSURE/MARKETING TIME: Nine to twelve months

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ADDENDUM

SCOPE OR DESCRIPTION OF THE APPRAISAL PROCESS

I have performed an extensive investigation in the local marketplace for valuation of the subject property. My research included, but was not limited to, talking with local owners, city and county officials, brokers, appraisers, local business owners and engineers. All sales data information has been verified. In the valuation process, only the Sales Comparison Approach was expanded.

Per your request, the appraisal assignment represents a complete appraisal in a self-contained report format, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for a complete self-contained report. All applicable approaches to value have been expanded and evaluated. Understanding that Utah is a non-disclosure state, information used within this report is as reliable as practical.

PURPOSE AND USE OF THE APPRAISAL

The purpose of the appraisal is to estimate the "as is" fee simple market value for tax purposes as of May 30, 2004, the last date of physical inspection of the subject property.

INTENDED USER

The appraisal was ordered by Don Branca of Mulligan's Golf and Games. Intended users are Mulligan's Golf and Games and the IRS.

PROPERTY RIGHTS APPRAISED

The appraisal is based on the property rights being in fee simple estate.

A fee simple estate is defined as:

"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[1]

DEFINITION OF MARKET VALUE

"MARKET VALUE" as used in this report is defined as follows:

"The most probable price at which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."[2]

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[1] Appraisal Institute, *The Appraisal of Real Estate*, 12th ed. (Chicago: Appraisal Institute, 2001), 69.

[2] *Federal Register*, Volume 55, Number 163, (August 22, 1990), 34228 and 34229; also quoted in the Definitions section of the *Uniform Standards of Professional Appraisal Practice,* 1996 ed., and *The Appraisal of Real Estate*, 11th ed. (Chicago: Appraisal Institute, 1996), 23.

DEFINITION OF "AS IS" PREMISE

The definition of "AS IS" as used in this report is based on the following:

"Market Value 'as is' on appraisal date means an estimate of the market value of a property in the condition observed on inspection and as it physically and legally exists without hypothetical conditions, assumptions or qualifications, as of the date the appraisal is prepared."[3]

DATE OF THE APPRAISAL

Effective date of valuation:	May 30, 2004
Inspection date:	May 30, 2004
Date of report:	June 7, 2004

IDENTIFICATION OF THE PROPERTY

The subject property is comprised of eight tax parcel numbers. Legal descriptions of each of the tax parcels as follows:

PARCEL # 27-14-226-015
BEGINNING North 1215.601 feet and East 403.396 feet; and North 5°51'19" West 390.869 feet from the East quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; North 5°51'19" West 392.76 feet; North 89°14' West 879.16 feet more or less; South 2°9'52" East 389 feet more or less; South 89°07'16" East 902.349 feet to **BEGINNING**. 7.96 acres more or less.

PARCEL # 27-14-226-016
BEGINNING North 1215.601 feet and East 403.396 feet from the East quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, North 88°54' West 927.781 feet; North 2°29'52" West 385.261 feet; South 89°07'16" East 904.632 feet; South 5°51'19" East 390.869 feet to **BEGINNING**. 8.12 acres.

[3] Appraisal Policies and Practices of Insured Institutions and Service Corporations, Federal Home Loan Bank Board, *Final Rule*, 12 CFR Parts 563 and 571, December 21, 1987.

PARCEL #27-14-226-017
BEGINNING South 1187.84 feet and East 1037.76 feet from the North quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; North 0°26'43" East 50 feet; South 89°33'17" East 273 feet more or less; North 0°26'43" East 528.73 feet; North 88°21'10" East 90.57 feet; South 89°14' East 659.58 feet more or less; South 2°29'52" East 385.26 feet; North 88°54' West 612.74 feet more or less; North 16.5 feet; North 88°54' West 290.21 feet; North 0°26'43" East 164.45 feet; North 89°33'17" West 157.59 feet to **BEGINNING**. 14.21 acres more or less.

PARCEL 27-14-276-001
COMMENCING 3.24 chains West from the Northeast Corner South ½ of the Northwest quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; West 13.90 chains South 24° East 8.30 chains, North 84°30' East 13.30 chains; North 48° West 2 chains; North 68° West 1.40 chains; North 35° West 1 chain, North 18° East 150 feet; North 28° East 2.35 chains to the **BEGINNING**. Also **COMMENCING** 80 rods North and 43.32 rods East from the Center of said Section 14 North 16.5 feet, East 768.5 feet, South 16.5 feet, West 768.5 feet to **BEGINNING**. Less tract deeded to UP&L Co. 6.89 acres.

PARCEL #27-14-276-002
BEGINNING 1327 feet North and 4904 feet East more or less from the West quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; South 13°51' East 64.5 feet; South 5°12' West 482.9 feet; South 84°07' West 112.1 feet; North 5°12' East 486 feet, North 13°51' West 73 feet more or less; East 113.3 feet to **BEGINNING**. 1.40 acres more or less.

PARCEL # 27-14-276-014
BEGINNING North 785.698 feet and West 476.1 feet from the East quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; South 165.289 feet; West 361.972 feet; North 22°42'12" West 134.818 feet; North 84°21'20" East 416.023 feet to **BEGINNING**. 1.30 acres.

PARCEL # 27-14-276-015
BEGINNING 100 feet North from the Southeast corner of the Northeast quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; East 594 feet to the Jordan River Northwesterly along river to a point 80 rods South from the North line of Section 14, West 559.84 feet, South 28° West 2.35 chains, South 18° West 1-1/2 chains, South 35° East 1 chain, South 68° East 1.40 chains, South 48° East 2 chains, South 84°30' West 13.3 chains, North 24° West 8.30 chains, West 5.90 chains, South 6.24 chains, West 6.36 chains, South 9.26 chains to county road Easterly along the road to the **BEGINNING**. Except **BEGINNING** 1204.47 feet West and North 221.29 feet from the East quarter Corner of said Section 14; North 5°29'41' East 222.67 feet; South 84°30'19" East 212.94 feet; North 12°20'37" West 94 feet; North 84°30'19" West 183.18 feet; North 5°29'41" East 186.32 feet; North 84°24'05" East 283.25 feet; North 24° West 555.53 feet; North 60°14'16" West 25.56 feet; South 87°48'20" West 365.77 feet; South 3°45'56" East 405.38 feet; North 89°40'13" West 453.2 feet; South 0°10'25" West 585.04 feet

more or less; North 88°39'56" East 474.19 feet; South 77°06'36" East 244.42 feet to **BEGINNING**. Less tract deeded to Utah Department of Natural Resources Division of Parks & Recreation. Also except **BEGINNING** South 89°29'52" West 1202.17 feet and North 0°30'08" West 231.95 feet from the East quarter corner of said Section 14; North 5°29'41" East 222.67 feet; South 84°30'19" East 212.94 feet; North 12°20'37" West 94.55 feet; North 84°30'10" West 183.18 feet; North 5°29'41" East 186.32 feet; North 84°24'05" East 267.78 feet more or less; South 22°42'12" East 134.818 feet; East 361.972 feet; South 489.97 feet more or less to a point North 130.436 feet and West 476.1 feet from said East quarter Corner; Northwesterly along 10600 South Street to **BEGINNING**. Also except **BEGINNING** North 785.698 feet and West 476.1 feet from the East quarter corner of said Section 14; South 165.289 feet; West 361.972 feet; North 22°42'12' West 134.818 feet; North 84°21'20" East 416.023 feet to **BEGINNING**. 21.02 acres.

PARCEL #27-14-276-022
BEGINNING at the Southwest corner of Mulligan's Golf & Games and the North right-of-way line of 10600 South Street, said point begin West 476.1 feet and North 130.436 feet from the East quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake base and Meridian; South 89°28'11" West 196.07 feet' Westerly along a 3221.93 foot radius curve to right 307.73 feet to the center 20 feet of right-of-way; North 3°09'05" East 215.2 feet; North 12°20'37" West 266.91 feet; North 77°39'23" East 10 feet; North 12°30'37" West 101.81 feet to the North line of the Harman Property; North 84°21'20" East 139.767 feet; South 22°42'12" East 134.818 feet; East 361.972 feet; South 489.973 feet to **BEGINNING**. 5.96 acres.

STATEMENT OF OWNERSHIP

The subject is under various names of ownership as follows:

27-14-226-015 -	276026 (CITY)	Mulligan's Golf and Games South
27-14-226-016 -	"	Mulligan's Golf and Games South
27-14-226-017 -	"	Mulligan's Golf c/o Don Branca
27-14-276-001 -	"	Mulligan's Golf and Games South
27-14-276-002 -	"	Mulligan's Golf and Games
27-14-276-014 -	"	Mulligan's Golf & Games
27-14-276-015 -	" & 251034	Mulligan's Gold and Games South
27-14-276-022 -	276026	Mulligan Golf and Games South, Inc

HISTORY OF THE PROPERTY

The subject has been under the same ownership for well over the last ten years, and was developed with the Mulligan's Golf Course and Games property, including a golf course, driving range, miniature golf and batting cages. The property has not been actively listed on the open market for sales. Recently, South Jordan City expressed interest in purchasing the subject

property in order to preserve the area as open space. South Jordan entered into an agreement to purchase the property for $10,750,000. According to Mr. Blair, of Mulligan's Golf and Games, the net operating income ranges between $500,000 to $700,000 per year.

ASSESSMENT AND TAXES

The subject's gross 66.86 acres is comprised of eight separate tax parcels. According the Salt Lake County Recorder's Office, the three-year tax history for the eight parcels is as follows:

PARCEL #27-14-226-015

Year	Land	Improvements	Total Assessed Value	Taxes
2003	$116,800	0	$116,800	$1,777.46
2002	$116,800	0	$116,800	$1,787.51
2001	$116,800	0	$116,800	$1,818.81

PARCEL #27-14-226-016

Year	Land	Improvements	Total Assessed Value	Taxes
2003	$120,000	0	$120,000	$1,826.16
2002	$120,000	0	$120,000	$1,836.48
2001	$120,000	0	$120,000	$1,868.64

PARCEL #27-14-226-017

Year	Land	Improvements	Total Assessed Value	Taxes
2003	$170,500	0	$170,500	$1,594.67
2002	$170,500	0	$170,500	$2,609.33
2001	$170,500	0	$170,500	$2,655.03

PARCEL #27-14-276-001

Year	Land	Improvements	Total Assessed Value	Taxes
2003	$91,000	0	$91,000	$1,384.84
2002	$91,000	0	$91,000	$1,392.66
2001	$91,000	0	$91,000	$1,417.05

PARCEL #27-14-276-002

Year	Land	Improvements	Total Assessed Value	Taxes
2003	$20,700	0	$20,700	$315.01
2002	$20,700	0	$20,700	$316.79
2001	$20,700	0	$20,700	$322.34

PARCEL #27-14-276-014

Year	Land	Improvements	Total Assessed Value	Taxes
2003	$15,600	0	$15,600	$237.40
2002	$15,600	0	$15,600	$238.74
2001	$15,600	0	$15,600	$242.92

PARCEL #27-14-276-015

Year	Land	Improvements	Total Assessed Value	Taxes
2003	$116,800	0	$116,800	$26,579,76
2002	$116,800	0	$116,800	$27,320.20
2001	$116,800	0	$116,800	$24,399.77

PARCEL #27-14-276-022

Year	Land	Improvements	Total Assessed Value	Taxes
2003	$143,800	0	$143,800	$2,188.35
2002	$143,800	0	$143,800	$2,200.12
2001	$143,800	0	$143,800	$2,239.25

The total assessed value of $795,200 is much lower than the "as is" market value of $11,640,000.

AREA ANALYSIS

The subject is located in South Jordan City, within metropolitan Salt Lake County. Salt Lake County has the largest population of any county in the state.

SALT LAKE COUNTY

GEOGRAPHIC LOCATION

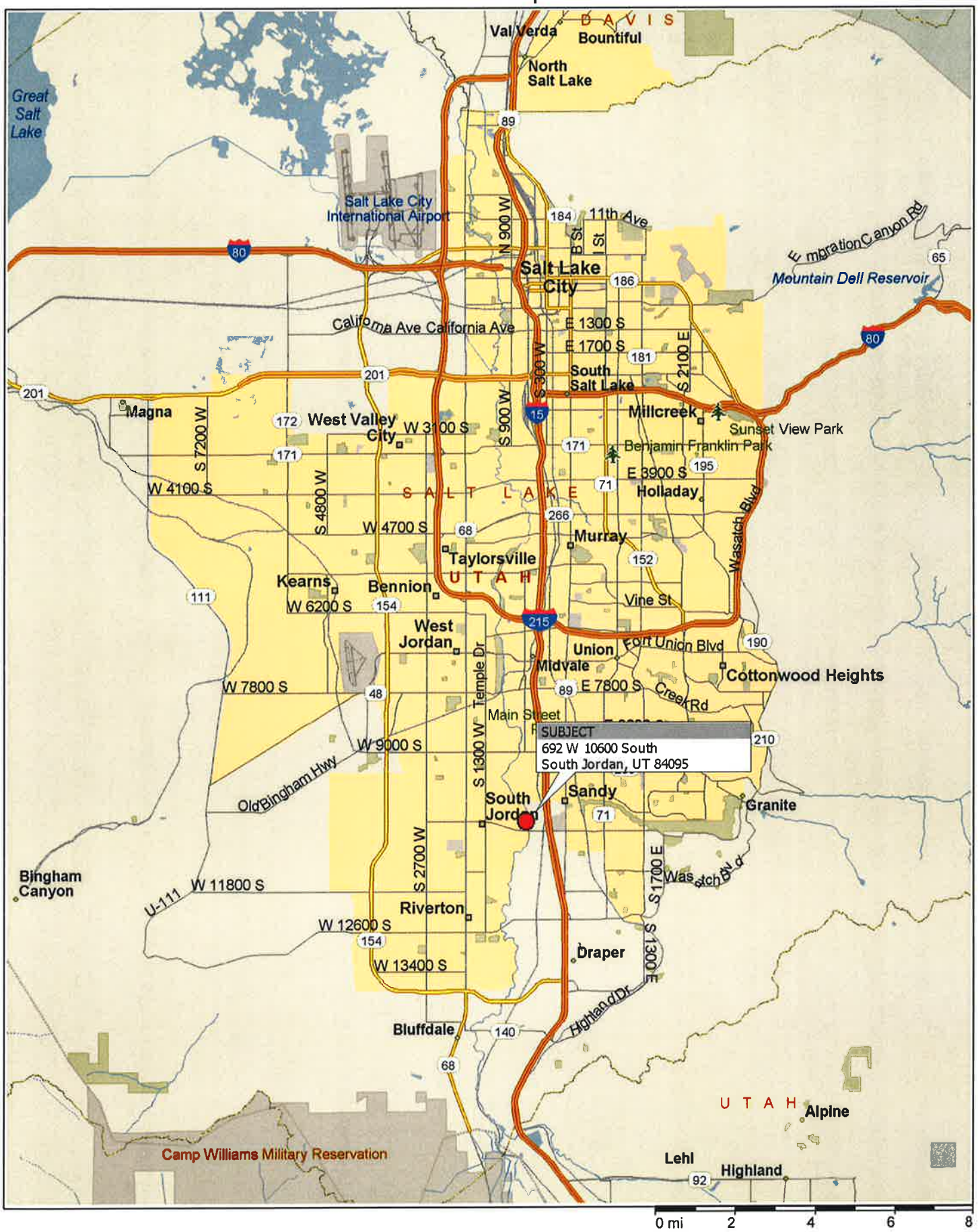
The subject property is located in South Jordan City. Salt Lake County is home to the state capitol and is the largest economic and population center within the state of Utah. It is known as the crossroads of the west because of its location between San Francisco and Denver.

Access to and from Salt Lake County is by east and westbound Interstate-80, and by north and southbound Interstate-15, which link Utah to the neighboring states of Wyoming, Arizona, Colorado, Idaho, and Nevada, making Utah a major hub for the western states.

ECONOMIC BASE

The traditional economic base for Utah has rested on the industries of mining, petroleum, military installations, and manufacturing. Over the last 15 years, there has been a steep increase in the overall diversification of the economic base, with large growth in the tourism, computer software, and financial services sectors. The average Utah job growth rate over the last ten years has been 4.13 percent. The year-end 2003 job growth was 1.1 percent, which is a positive improvement over the 2002 job growth rate of –1.1 percent. The 2001 job growth rate was 0.6 percent. The current job growth rate is lower than the most recent high of 6.2 percent during 1994, when Utah experienced the highest growth in the nation. Most Utah economic forecasters see a turnaround to positive growth in the state's economy this year. Utah is known for its high percentage of educated population and its low cost of living.

Area Map



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GENERAL AMENITIES IN THE AREA

The University of Utah, located in Salt Lake City, has an annual enrollment of over 26,000 and is renowned for its medical school and research in the medical profession. Located only 45 miles south of Salt Lake City is Brigham Young University, with a current enrollment of over 30,000 students. In addition, Salt Lake City has two other private colleges, and a community college with over 13,000 students enrolled. Adequate public and private schools serve the education of kindergarten through 12th grade students. Schools are located throughout the Salt Lake metropolitan area to provide easy access to all districts.

TRANSPORTATION

The Salt Lake International Airport is a western regional hub for several national airlines. During 2003, there were 18.47 million passengers serviced by this airport. During 2002, there were 18.5 million passengers serviced by this airport. The 2003 figure is down slightly from the 2002 figure. Due to the projected growth of international air service and the long-term growth in number of customers serviced by the airport, a new runway and terminal building have been added. Currently, the airport is under plans to expand and rebuild most of the terminal facilities. This expansion will not be complete for several years.

As previously stated, Salt Lake County is known as the crossroads of the west. Interstate-80 provides service east to Denver and west to San Francisco, while I-15 provides service south to Los Angeles and north to Portland, Oregon.

Interstate 15 finished a complete reconstruction extending from 600 North to 10600 South Street during 2001. Traffic has flowed smoothly since completion. All the nation's major interstate motor freight companies are licensed to operate in Utah, and over 40 have facilities in Salt Lake County.

Southern Pacific and Union Pacific Railroads offer second morning service to 90 percent of west coast cities. Salt Lake City is the western most point from which all west coast cities can be directly serviced without backtracking.

Local transportation is by TRAX, a commuter rail line running north and south through the Salt Lake valley. A new spur line to the University of Utah along 400 South was completed prior to the 2002 Winter Olympics. During 2002, a complete right of way was purchased from

Union Pacific Railroad with future expansion of TRAX service from Ogden to Payson. Other public transportation is by bus (Utah Transit Authority). The service area reaches north to Ogden and south to Provo from Salt Lake City.

POPULATION

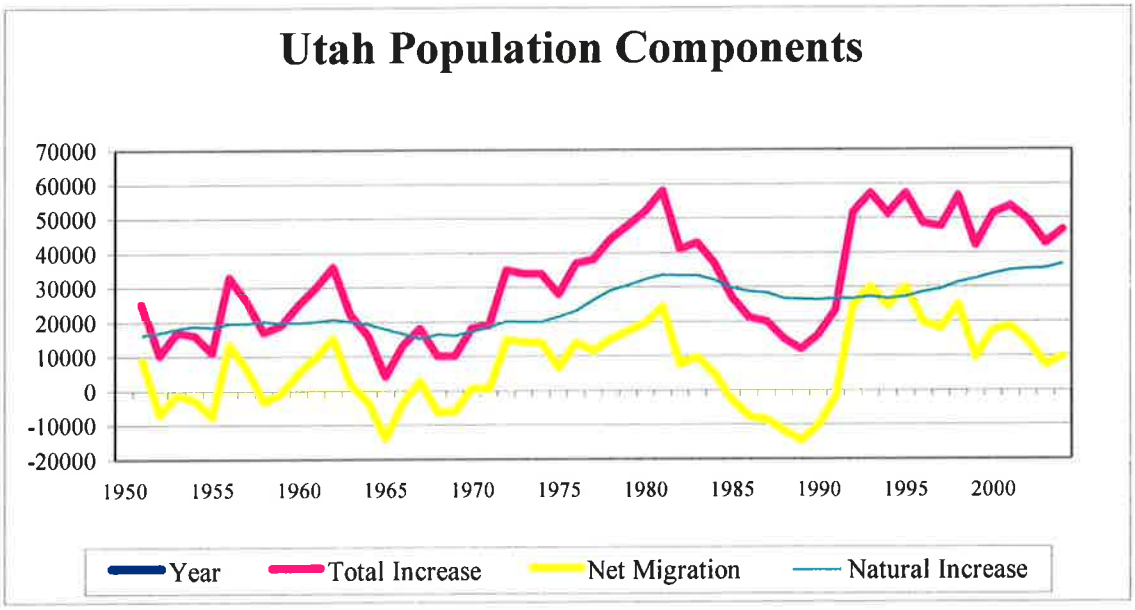
The following chart shows the population increases in Salt Lake County and state of Utah from the period of 1980 through 2001.

POPULATION GROWTH

	1980	1990	2000	2002	2003	%1990-2003
Utah	1,474,000	1,729,227	2,246,553	2,338,761	2,385,358	37.94%
Salt Lake County	625,000	728,298	902,777	927,564	940,465	29.13%

From the period 1990 to 2003, the state of Utah had an overall increase of 37.94 percent; Salt Lake County had an overall increase of 29.13 percent. As can be seen, Salt Lake County accounts for 40 percent of the total statewide population.

Perhaps the single largest force on net growth in the Utah market has been natural growth. The total state natural growth for 2003 was 36,720 versus the in-migration for 2003 of 9,877. Natural births less deaths account for more than two-thirds the total population increase each year.



SUPPLY AND DEMAND FORCES ACTIVE IN THE SALT LAKE COUNTY AREA

The four major forces that affect supply and demand are governmental, environmental, social, and economic. Each of these forces will be explored individually.

GOVERNMENTAL

The seat of the Utah State Government is located in Salt Lake City, which also serves as the Salt Lake County seat. Locally, zoning ordinances are implemented by Salt Lake City, which has resulted in the uniform development and maximum value of properties throughout the city. Salt Lake City and Salt Lake County have adequate police and fire protection services.

ENVIRONMENTAL

Environmental forces impacting the Salt Lake County area are the overall climate and increasing regulation concerning treatment of hazardous waste and emissions. Salt Lake County has four well-defined seasons typical of a continental climate. Temperatures average 28.5 degrees in January and 77 degrees in July.

Laws have been enacted that require all properties with petroleum fuel tanks to have been registered and cleaned up by 1997. This environmental law has a specific impact on small light industrial areas, as many of these types of properties have been used for automotive repair or other businesses requiring buried underground tanks or the disposal of petroleum fuel.

SOCIAL

Salt Lake County is served by eight major hospitals and several smaller community health centers. The major hospitals include Salt Lake Regional (formerly Holy Cross), University Hospital, Alta View, Cottonwood, LDS, Primary Children's Medical Center, and Columbia St. Mark's Hospital. Overall, there are approximately 5,563 beds available.

Local religious facilities consist of approximately 1,000 houses of worship.

Utah has 14 ski resorts, five national parks, six national forests, six national monuments, two national recreation sites, and 48 state parks, all less than a day's drive from the metropolitan area. Also abundant are golf courses, county clubs, fishing, camping, hiking, and hunting. Salt Lake County is also home to the NBA's Utah Jazz, the Utah Grizzlies of the IHL, and the Salt Lake Buzz, an AAA baseball club of the Pacific Coast League. Salt Lake City recently hosted the 2002 Winter Olympic Games.

ECONOMIC

Salt Lake County's recent economy has moderately slowed from recent years that were characterized as strong and booming, sometimes at record-setting levels. Businesses have been attracted to Salt Lake County by the competitive low business cost, resulting in well-diversified clusters of new industries. While Utah's economy had a nationwide record-breaking job growth in 1994 at 6.2 percent, the rate has dropped to 1.0 percent during 2003. As of January 2004, the job growth rate has improved to 1.1%.

The following chart shows trends in unemployment within Salt Lake County, the state of Utah and the nation:

UNEMPLOYMENT RATES

	1999	2000	2001	2002	2003	February 2004
Salt Lake Co.	2.60%	3.00%	3.00%	5.40%	4.80%	4.80%
Utah	3.70%	3.20%	4.40%	5.40%	5.80%	5.80%
United States	4.20%	4.00%	5.00%	5.70%	6.10%	6.10%

The unemployment rate for Salt Lake County has trended at or below that of the state of Utah and below the national average. As can seen in the above table, Salt Lake County's unemployment rate is 1.30 percent below the national unemployment rate. Utah has felt the national recession of 2001 as seen by the data.

Average annual pay in the state of Utah has increased over the last four years. Per capita income is shown on the chart below.

PER CAPITA INCOME

	1998	1999	2000	2001	2002	2003
Utah	$21,624	$22,335	$23,364	$23,800	$23,335	$24,330
United States	$26,909	$27,859	$29,451	$30,560	$31,107	$31,100
Utah as a Percentage of National	80.4%	80.2%	79.3%	77.9%	75.02%	78.23%

Per capita income for the state of Utah has trailed significantly behind the national average. Utah families typically have more children, and, therefore, personal income is distributed over a population base of non-employed individuals greater than the national average.

A downward trend does appear, however, from 1999 to 2002. The year 2003 shows an increase indicating an improving economy.

CONSTRUCTION

According to Construction Monitor, Salt Lake County had a total of 5,024 single-family building permits in 2003. This is up from the 2002 figure of 3,863. Residential permits along the Wasatch Front were 13,524 in 2003 up from the 2002 figure of 11,626. Salt Lake County has experienced an upturn in construction rates due to the favorable interest rates.

Commercial construction has also slowed. The following is the total commercial construction activity since 1996 in Salt Lake County. In 2003, commercial construction slowed 28 percent when compared to 2002 and 62 percent when compared to the recent high in 1997.

SALT LAKE COUNTY

COMMERCIAL CONSTRUCTION HISTORY

Year	Number of Buildings	Total Value of Construction
1996	539	$481,747,200
1997	603	$796,738,200
1998	556	$597,802,100
1999	589	$633,968,354
2000	584	$504,652,446
2001	528	$466,390,146
2002	461	$416,782,665
2003	419	$299,425,673

Source: Bureau of Economic and Business Research and Construction Monitor

RESIDENTIAL MARKET

According to the Wasatch Front regional MLS, 13,911 single-family and condo units sold in 2003 in Salt Lake County. During 2002, 12,314 units were sold. Overall, the single-family market appears to be steady helped by low interest rates.

The multi-family market is currently experiencing moderate vacancy rates. According to Mark Millburn of Equimark Properties Incorporated, the vacancy rate as of year-end 2003 was 9.9 percent for all units within Salt Lake County. This is slightly down from year-end 2002, which was at 10.9 percent. 2000 had an overall vacancy rate of 6.3 percent. During 2003, rental rates decreased 5.13 percent. Low interest rates and job losses are responsible for the upward trend in multi-family vacancy.

OFFICE/RETAIL/INDUSTRIAL SEGMENTS

According to Scott Wilmarth of CB Richard Ellis, the Salt Lake metropolitan market experienced an increase in the overall vacancy rate to 20.49 percent. This is the seventh year of increasing vacancy rates in the Salt Lake market. This is up from 19.73 percent in 2002 and 17.76 percent in 2001. Asking lease rates continue to decrease, and concessions and incentives continue to be common. Asking rates for the Salt Lake metropolitan office market declined from $17.12 per square foot at the end of 2002 to $16.08 per square foot at the fourth quarter of 2003. Overall, new growth in construction has diminished significantly. Forecast for 2004 is for continuation of the current trends with some stabilization of vacancy and lease rates toward the end of the year.

According to Stuart Thain of Prime Commercial, Inc., overall vacancy stayed relatively the same as 2002 at just over 7.3 percent, including regional malls. Lease rates are fairly stable with the overall 2003 lease rate of $15.54, down slightly from 2002 at $15.75 per square foot. Regional malls show the largest decrease in lease rates at $43.86 per square foot in 2003 versus $53.43 in 2001. The overall forecast for 2004 is for continuation of the trends of 2003.

CONCLUSIONS

The Salt Lake County area has experienced a decrease in in-migration and job growth from the highs of 1995. The year 2003 however, showed improvement in in-migration. Based

on forecasts for an improving national economy, the Salt Lake County market should experience stabilization and increases in most sectors. Salt Lake County has an adequate infrastructure of educated population, adequate natural resources, and convenient transportation by both overland and air. All four forces—governmental, social, environmental and economic—are positive for the subject property.

NEIGHBORHOOD DATA

A neighborhood, according to *The Appraisal of Real Estate*, 12th edition, published by the Appraisal Institute, is defined as "a group of complementary land uses; a related grouping of inhabitants, buildings, or business enterprises". I will define and discuss the subject neighborhood in the following section of the report.

North Boundary:	9000 South Street
South Boundary:	11400 South Street
East Boundary:	1300 West Street
West Boundary:	I-15

GENERAL COMPOSITION OF THE SUBJECT NEIGHBORHOOD

The subject neighborhood is mix of professional office and high exposure retail south of 10600 South, open park type space along the Jordan River, and single-family neighborhoods. Major access to the subject neighborhood is by way of 10600 South Street, recently improved by the Utah Department of Transportation with two lanes in each direction and a center turn lane. Near I-15, commercial uses include high-rise office, motels, restaurants and other high exposure commercial uses. Access to I-15 is one-quarter mile east of the subject on 10600 South.

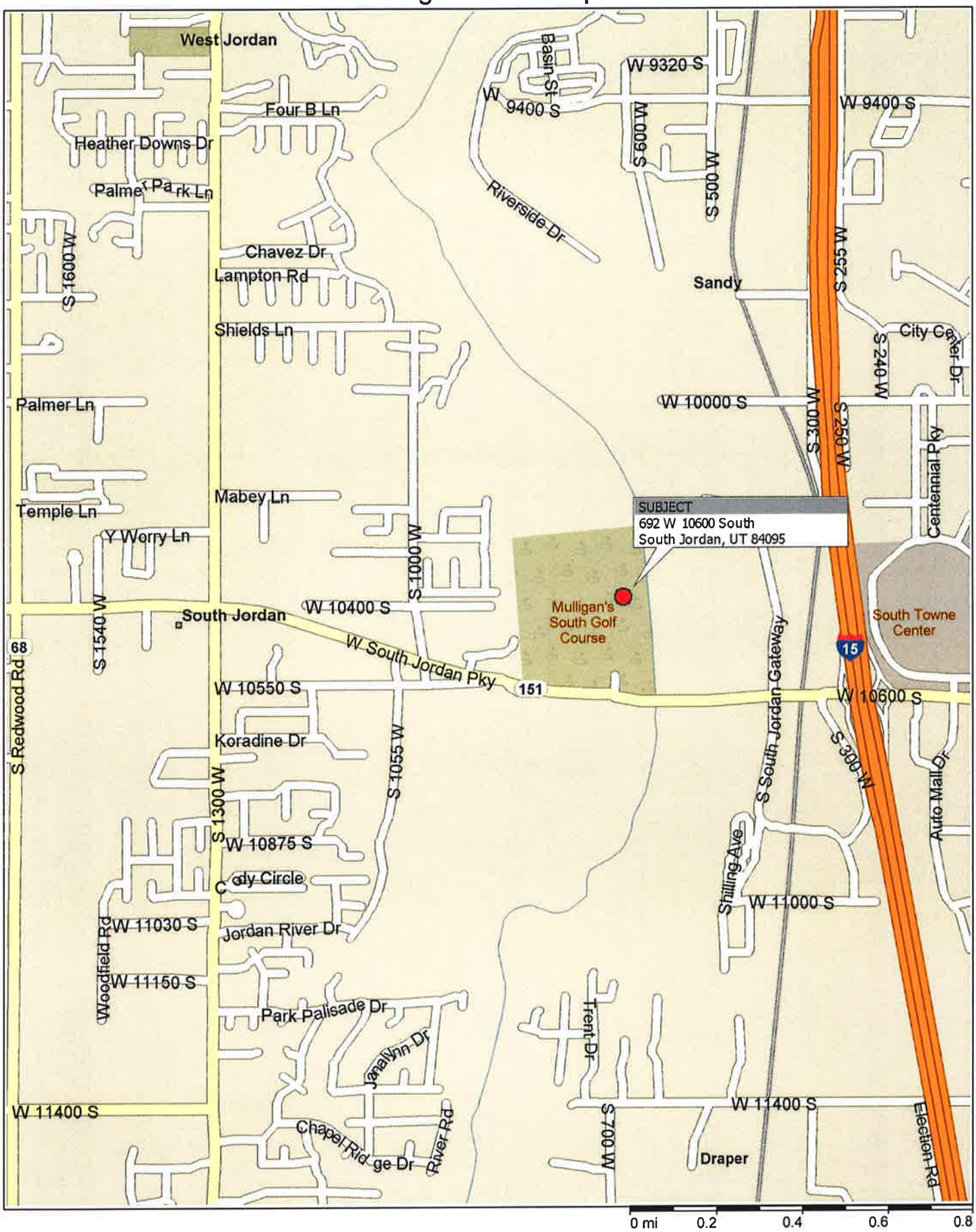
IMMEDIATE SUBJECT NEIGHBORHOOD

The subject property is bounded by the Jordan River and vacant land to the east, vacant land on the north, and single-family subdivisions on the west. To the south across 10600 South is a new master planned office development with multi-story office buildings, park green space and high exposure retail and restaurants along the 10600 South frontage exposure.

INFLUENCES

The subject neighborhood is influenced by the rapid population growth of South Jordan City with its accompanying demand for residential development and supporting commercial retail uses.

Neighborhood Map



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GOVERNMENTAL AND LEGAL INFLUENCES

The neighborhood is within South Jordan City. South Jordan City services are considered adequate for local businesses and residences. Services provided to the neighborhood include street maintenance, garbage pickup, and police and fire protection.

AVAILABILITY AND ADEQUACY OF PUBLIC UTILITIES

All utilities, such as water, sewer, electricity, telephone, natural gas, and storm drainage systems have been provided to the subject neighborhood. The cost of utilities to the subject neighborhood is competitive with all other locations in the Salt Lake Valley.

NUISANCES, HAZARDS AND ADVERSE INFLUENCES

At this time, no significant detrimental influences exist relative to the subject neighborhood. Due to zoning restrictions and other legal considerations, no future detriments are anticipated.

SUMMARY AND CONCLUSION

The subject is in the growth stage of development. Vacant parcels are under demand for development to residential, multi-family and various commercial uses. Property values are increasing as demand continues to grow in the South Jordan area.

LAND DESCRIPTION

DIMENSIONS, SHAPE AND AREA

The subject property has a total of 66.86 acres and is comprised of eight tax parcels.

INGRESS AND EGRESS

The subject has 1,482.15 feet of frontage on 10600 South. On the west side a public residential street named 10375 South terminates at the subject's boundary. Land bordering the subject on the north, owned by South Jordan City will allow access to the north through a planned public street to terminate at the subject's boundary.

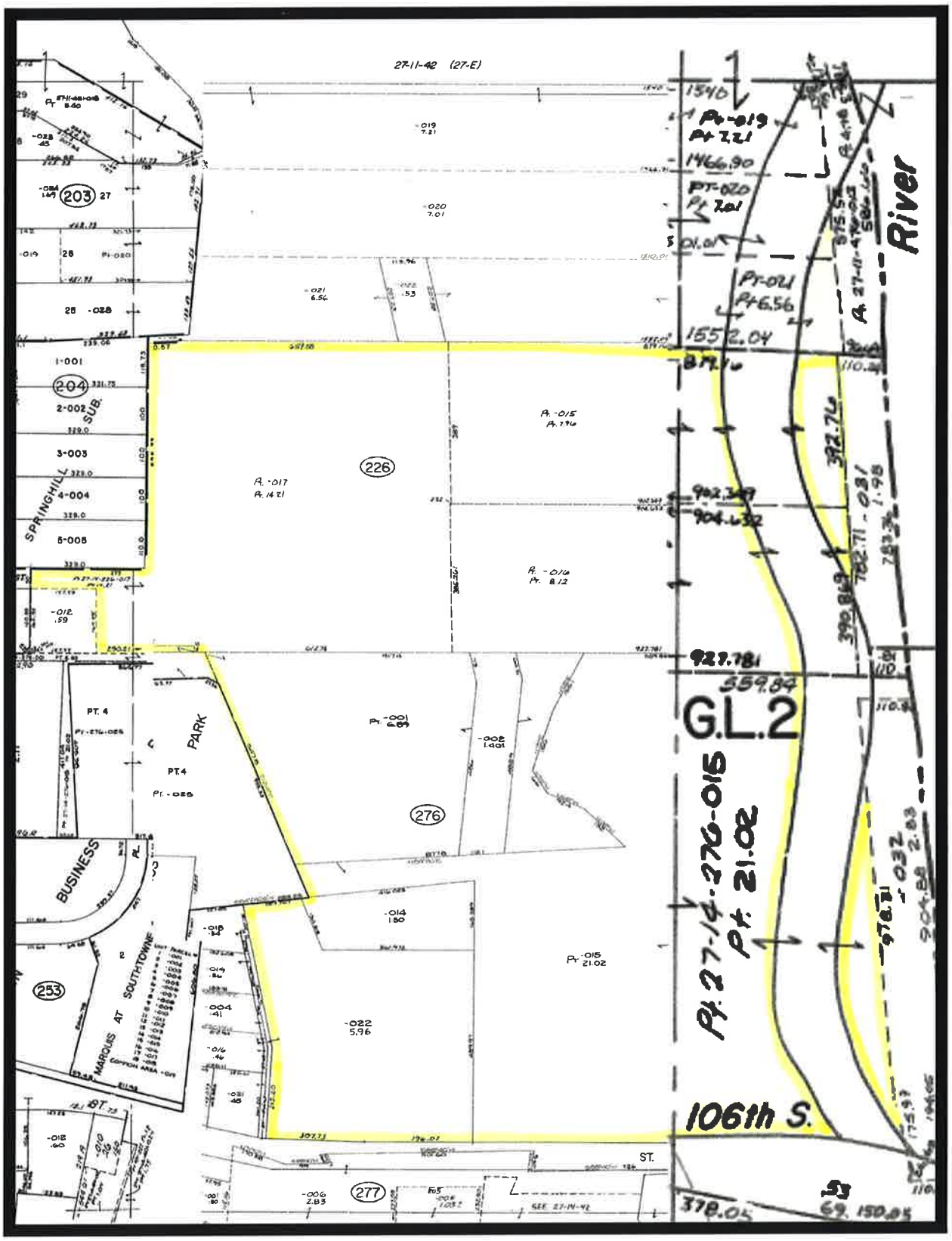
TOPOGRAPHY AND DRAINAGE

The subject property is generally level in topography. According to the Federal Emergency Management Agency (FEMA), Flood Map # 490107-0009C, dated September 30, 1994, the subject property is zoned X over the majority of the area, which are areas generally considered outside the flood zone. Margins along the Jordan River, running along the eastern boundary of the subject is within the 100-year flood zone. This is zoned A-E, which is a special flood hazard area, inundated by 100-year floods and generally protected by flood control structures. The front commercial 14.12 acres is generally level. Curb, gutter and sidewalk improvements have been installed along the 10600 South frontage. The balance of 52.74 acres is mostly level with some undulating gradual sloped areas, which will require additional grading.

EARTHQUAKE ZONE

The subject property is located in an earthquake zone rated as having high liquefaction potential. All of Salt Lake County is essentially located within an earthquake zone. No real estate within the county is negatively impacted at this time by earthquake zones, other than those directly located on known fault lines. The subject property has not been engineered or studied for fault lines at this time and the appraiser is not aware of any other earthquake conditions.

Plat Map


27-11-42 (27-E)
River
SPRINGHILL SUB.
PARK
BUSINESS
MARQUIS AT SOUTHTOWNE
G.L.2
106th S.
ST.
SEE 27-11-42

SOIL AND SUBSOIL

No soil studies are available to the appraiser; however, based on adjacent developments of single-family and commercial buildings, the subject soil appears to be suitable to all concluded highest and best uses.

UTILITIES

The subject property has access to all public utilities, including sewer, culinary water, gas, electricity and telephone.

EASEMENTS, HAZARDS, AND NUISANCES

No preliminary title report to the subject has been made available to the appraiser. A large a sewer trunk line easement runs north and south through the subject property along the line preliminarily planned for a public street. As such, this easement is not deemed to negatively affect the subject. On the contrary, the presence of public sewer enhances the development prospects considerably. According to visual inspection, the subject may have typical boundary utility easements, not deemed to affect the subject property's highest and best use. The Jordan River is located on the subject's east boundary. A narrow margin of land fronting along the river is located in the flood zone area. It is concluded that future development plans will utilize an open space corridor along the river, and thus maximize area located within the river front flood zone.

SURROUNDING INFLUENCES

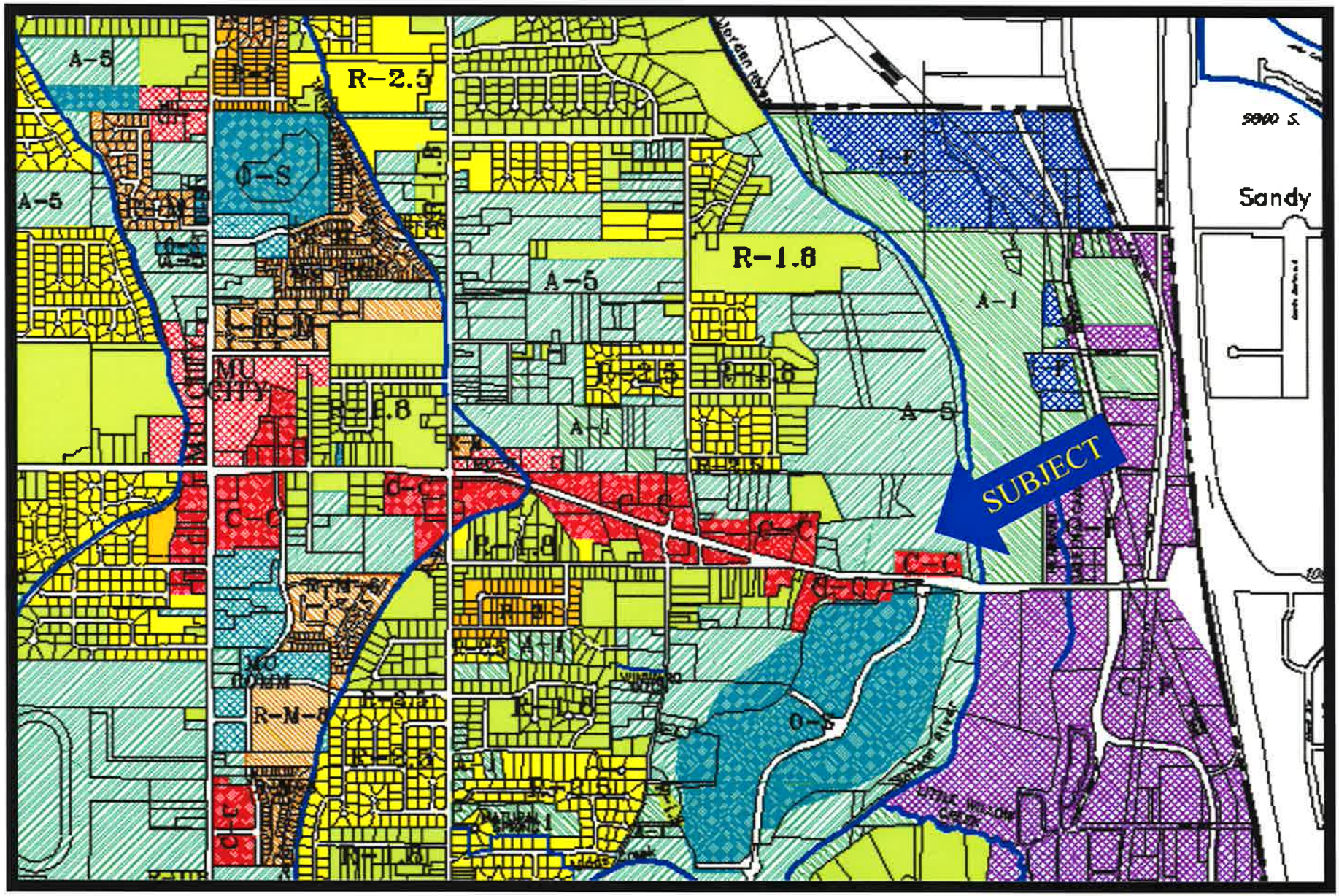
There are no surrounding influences that would be specifically detrimental to the potential highest and best use of the subject has high exposure commercial, multi-family and single-family residential development.

ZONING

The front 14.12 acres is currently zoned C-C commercial, allowing for a variety of high exposure commercial, office and other similar uses. The remainder of 52.74 acres is zoned A-5, which is an agricultural zone typically used as a holding zone until more intense development is requested. The general plan of South Jordan City indicates that A-5 zoned area to be recreation open space. According to Rick Horst of South Jordan City, an owner-developer could request for an economic use for the area, since open space restrictions have not been legally placed on the subject, nor has an easement for open space been imposed. Mr. Horst indicated that South Jordan City has recently purchased a 40-acre parcel to the north of the subject. This area will be rezoned to R-2.5, with the intention of developing this area into single-family residential lots of one-third acre minimum lot area. He indicated that the balance of 52.74 acres now zoned A-5, could easily be rezoned for this single-family use. Based on typical planning and zoning conventions of buffering single-family use with high intensity commercial, I conclude that an area of 10.00 acres north of the C-C zoned area and south of the northernmost portion of the subject, could be rezoned for multi-family residential use.

A copy of the zoning descriptions for A-5, R-2.5 and C-C are found in the addendum of the report.

Zoning Map



HIGHEST AND BEST USE ANALYSIS

The highest and best use analysis provides a foundation upon which the three major approaches to value are based. This analysis is critical to the valuation process. Highest and best use is defined in *The Appraisal of Real Estate* as:

> "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."[4]

The analysis of highest and best use requires four stages of analysis which are:

1. Legally Permissible Uses. Are there zoning or deed restrictions that would prohibit proposes uses?

2. Physically Possible Uses. From the permissible uses, what uses are physically possible when considering all aspects of the site's size, shape, and topography or any other physical aspects?

3. Financially Feasible Uses. Which of the above legally permissible and possible uses will produce a net return to the owner of the site?

4. Maximally Productive of Highest and Best Use. After analyzing the above considerations, which of the proposed uses will produce or generate the highest of net return over a projected period of time?

Two highest and best use analyses are to be considered. First, the highest and best use of the land as vacant, and second, the highest and best use of the land and any improvements as of the effective date of the appraisal. I will first present an analysis of the highest and best use of land as vacant.

[4] Ibid., 297.

HIGHEST AND BEST USE AS VACANT

This analysis considers the subject as vacant and ready to be developed to its highest and best use.

LEGALLY PERMISSIBLE

The subject has 14.12 acres zoned C-C commercial fronting on 10600 South. The balance of 52.74 acres is zoned A-5. I spoke with South Jordan City Manager Rick Horst concerning the probable rezone of the A-5 portion. He indicated that based on recent plans for South Jordan City to rezone the parcels north of the subject to R-2.5, that R-2.5 zoning could easily be obtained for the A-5 zoned area.

Typically, multi-family transitional use zones are placed between single family and commercial uses. I conclude that a developer could request a transitional zone buffer between the northernmost R-2.5 zoned area and the southernmost C-C zone on the frontage of 10600 South. I conclude an area of 10.00 acres as most probable as a buffer zone area. Based on the probable R-2.5 zone north of the subject, it is deemed extremely unlikely that an office type zoning would be approved for the A-5 zoned area.

PHYSICALLY POSSIBLE

The subject's 14.12 acres of commercially zoned land can be developed with a variety of commercial high exposure uses. This area has good frontage and access to 10600 South Street. All utilities, including sewer, water, electricity, telephone, natural gas, and all other services are immediately available. The 10.00-acre multi-family zoned area and the northernmost R-2.5 zoned area also have access to all utilities, or utilities could easily be extended across the front 14.12-acre commercial site. Access to the rear area will be by future planned roads to the parcel to the north, existing public street terminating on the west, and assumed public or cross easement access across the front 14.12-acre commercial site. Physically, all of the legally permissible uses are possible.

FINANCIALLY FEASIBLE

Each of the most probable legally permissible uses are the most financially feasible, that is, high exposure commercial for the 10600 South frontage, multi-family residential for the next 10.00 acres to the north, with the balance of the northern portion developed with single-family subdivision with one-third acre lots, or R-2.5 zoning.

MAXIMALLY PRODUCTIVE

The maximally productive uses mirror those of the most financially feasible, that is, high exposure commercial for the front 14.12-acre commercial area, multi-family high density zoned development for the next northern 10.00 acres, with the balance single-family subdivision development with one-third acre lots.

HIGHEST AND BEST USE AS IMPROVED

Currently, the subject property is improved with the Mulligan's Golf and Games business, including golf course, driving range, miniature golf and batting cages. It is reported that the maximum net operating income of this business is $700,000. Capitalized between 10 to 12 percent indicates a range in value between $5,833,333 and $7,000,000. As the total value of the land as vacant equals $11,640,000, the highest and best use as improved is the eventual removal of the current improvements so that the underlying vacant land may be developed to its highest potential use. The highest and best use as improved is for the removal or interim use of current business improvements until such time as the underlying land may be developed to its highest economic use as concluded in the highest and best use as vacant.

VALUATION PROCESS

After the highest and best use of a real property has been determined, the next step in the process is valuation by the three traditional approaches to value. These are the Cost Approach, the Sales Comparison Approach, and the Income Approach. As each real property varies from another, so does the amount of weight given to each of the three approaches on the reconciliation of value. For a particular real estate property, one or more of the approaches to value may more closely represent the motivations of the buyers and sellers of that property.

The Cost Approach examines the cost to reproduce or replace the current existing improvements, subtracting all forms of physical, functional, and economic obsolescence and then adding land value. This approach is strongest when appraising a proposed project or in the appraisal of a fairly young project with small amounts of depreciation. Since the subject's improvements do not represent the highest and best use, the Cost Approach will not be expanded.

The Sales Comparison Approach is based on the principle of substitution and assumes that buyers can substitute any property with equal use to another, thereby equalizing value among similar properties. This approach is most applicable in the valuation of vacant land and will be utilized to value the subject property.

The Income Approach analyzes both income and expense characteristics of a real property. Net operating income is converted into a value by use of capitalization or yield capitalization techniques. This approach is most appropriate when income is the primary motivation for purchase and ownership of a real property. In the case of the subject property, only the Sales Comparison Approach will be developed since the highest and best use is vacant land.

LAND VALUATION

In the valuation of land, there are several procedures that are available for consideration. Of these procedures, the sales comparison is the most frequently used approach when comparable sales are available. Sales of similar vacant parcels are analyzed, compared and adjusted to determine an indication of value for the land being appraised. This technique will be used to value the subject land, given the quality and quantity of the sales information available to the appraiser.

The subject is divided into three separate areas for valuation purposes- commercial retail, multi-family, and single family residential. Each of these areas are analyzed and appraised separately. As stated in the highest and best use section, each of the three areas would likely be marketed to separate buyers.

Comparables for each type of use are presented followed by a conclusion of the as is value. The commercial comparables are now presented.

COMPARABLE LAND SALE
Number One

LOCATION

Address:	9800 South Bangerter Highway
City:	South Jordan
County:	Salt Lake
State:	Utah
Parcel #:	27-08-178-013

SITE DATA

Highest and Best Use:	Commercial Development Land
Area:	5.85 acres of 254,826 square feet
Shape:	Irregular
Topography:	Level
Access:	9800 South
Zoning:	C-C; Commercial Community
Utilities:	All Available
Improvements:	Paved street, curb, gutter, sidewalk

SALES DATA

Date of Sale:	July 18, 2002
Property Rights:	Fee Simple
Grantor or Seller:	Ship Family Limited Partnership
Grantee or Buyer:	Wal-Mart Stores, Inc.
Verification:	Chris Terry, broker, by Douglas Fairbanks

SALES PRICE

Actual Consideration:	$1,655,323
Terms of Financing:	Cash
Cash Equivalent Price:	$1,655,323

VALUE INDICATORS

Price per Square Foot:	$6.50

COMMENTS: This site was purchased for the future development of a Wal-Mart and has good visibility from Bangerter Highway.

COMPARABLE LAND SALE
Number Two

LOCATION

Address:	SEC 10400 South Redwood Road (1700 West)
City:	South Jordan
County:	Salt Lake
State:	Utah
Parcel #:	Various (Assemblage)

SITE DATA

Highest and Best Use:	Commercial Development Land
Area:	15.81 acres or 688,684 square feet
Shape:	Rectangular
Topography:	Level
Access:	Redwood Road and 10400 South Streets
Zoning:	C-C; Community Commercial
Utilities:	All available
Improvements:	Paved street, curb, gutter, sidewalk

SALES DATA

Date of Sale:	June 1, 2000
Property Rights:	Fee Simple
Grantor or Seller:	Various (Assemblage)
Grantee or Buyer:	The Boyer Company
Verification:	Confidential

SALES PRICE

Actual Consideration:	$5,549,680
Terms of Financing:	Cash
Cash Equivalent Price:	$5,549,680

VALUE INDICATORS

Price per Square Foot:	$8.06

COMMENTS: This was an assemblage of 17 parcels. The property was purchased for the development of a Harmon's and Walgreen's Shopping Center. At the time of sale, it was only partially improved with curbing gutters, and sidewalks.

COMPARABLE LAND SALE
Number Three

LOCATION

Address:	411-487 West 10400 South
City:	South Jordan
County:	Salt Lake
State:	Utah
Parcel #:	27-13-176-006, 027

SITE DATA

Highest and Best Use:	Commercial Development Land
Area:	9.53 acres; 415,127 square feet
Shape:	Rectangular
Topography:	Level
Access:	10400 South
Zoning:	CFF
Utilities:	To be extended
Improvements:	Paved street

SALES DATA

Date of Sale:	February 20, 2004
Property Rights:	Fee Simple
Grantor or Seller:	GNJ, LC
Grantee or Buyer:	Academy of Music
Verification:	Brandon Fugal, agent

SALES PRICE

Actual Consideration:	$3,425,000
Terms of Financing:	Cash
Cash Equivalent Price:	$3,425,000

VALUE INDICATORS

Price per Square Foot:	$8.25

COMMENTS: This parcel was purchased to build a new $130 million performing arts center.

COMPARABLE LAND SALE
Number Four

LOCATION

Address:	SEC of 11800 South and Factory Outlet Road (Old State Street)
City:	Draper
County:	Salt Lake
State:	Utah
Parcel #:	28-30-100-058

SITE DATA

Highest and Best Use:	Commercial Development Land
Area:	36.49 acres or 1,589,504 square feet
Shape:	Mostly Rectangular
Topography:	Level
Access:	1107.59 feet on 11800 South and 1,351.87 feet on Factory Outlet Road
Zoning:	M-1 and A-5
Utilities:	All Available
Improvements:	Paved Street

SALES DATA

Date of Sale:	November 20, 2003
Property Rights:	Fee Simple
Grantor or Seller:	Draper Arena, Lone Peak Land & Livestock, and Dianna Day
Grantee or Buyer:	Womens Hospital Indianapolis (HCA Mountain Star Heathcare)
Verification:	Scott McDonald-Coldwell Banker (Listing Agent)

SALES PRICE

Actual Consideration:	$15,700,000
Terms of Financing:	Cash
Cash Equivalent Price:	$15,700,000

VALUE INDICATORS

Price per Square Foot:	$9.88

COMMENTS: This is an assemblage of three seller's property. The site was purchased to construct a satellite facility for St. Marks Hospital. This parcel has excellent freeway frontage and access on two sides.

COMPARABLE LAND SALE
Number Five

LOCATION

Address:	10709, 10735, 10757 S. Redwood Road
City:	South Jordan
County:	Salt Lake
State:	Utah
Parcel #:	27-15-401-008, 011, 013, 015

SITE DATA

Highest and Best Use:	Commercial Development Land
Area:	3.104 acres or 135,210 square feet
Shape:	Rectangular
Topography:	Level
Access:	438 Feet on Redwood Road
Zoning:	A-5; Likely MU COMM
Utilities:	All Available
Improvements:	Paved street

SALES DATA

Date of Sale:	June 6, 2003
Property Rights:	Fee Simple
Grantor or Seller:	Gordon M. Drake
Grantee or Buyer:	Pacificorp
Verification:	Tom Kirk, agent

SALES PRICE

Actual Consideration:	$1,451,408
Terms of Financing:	Cash
Cash Equivalent Price:	$1,451,408

VALUE INDICATORS

Price per Square Foot:	$10.73

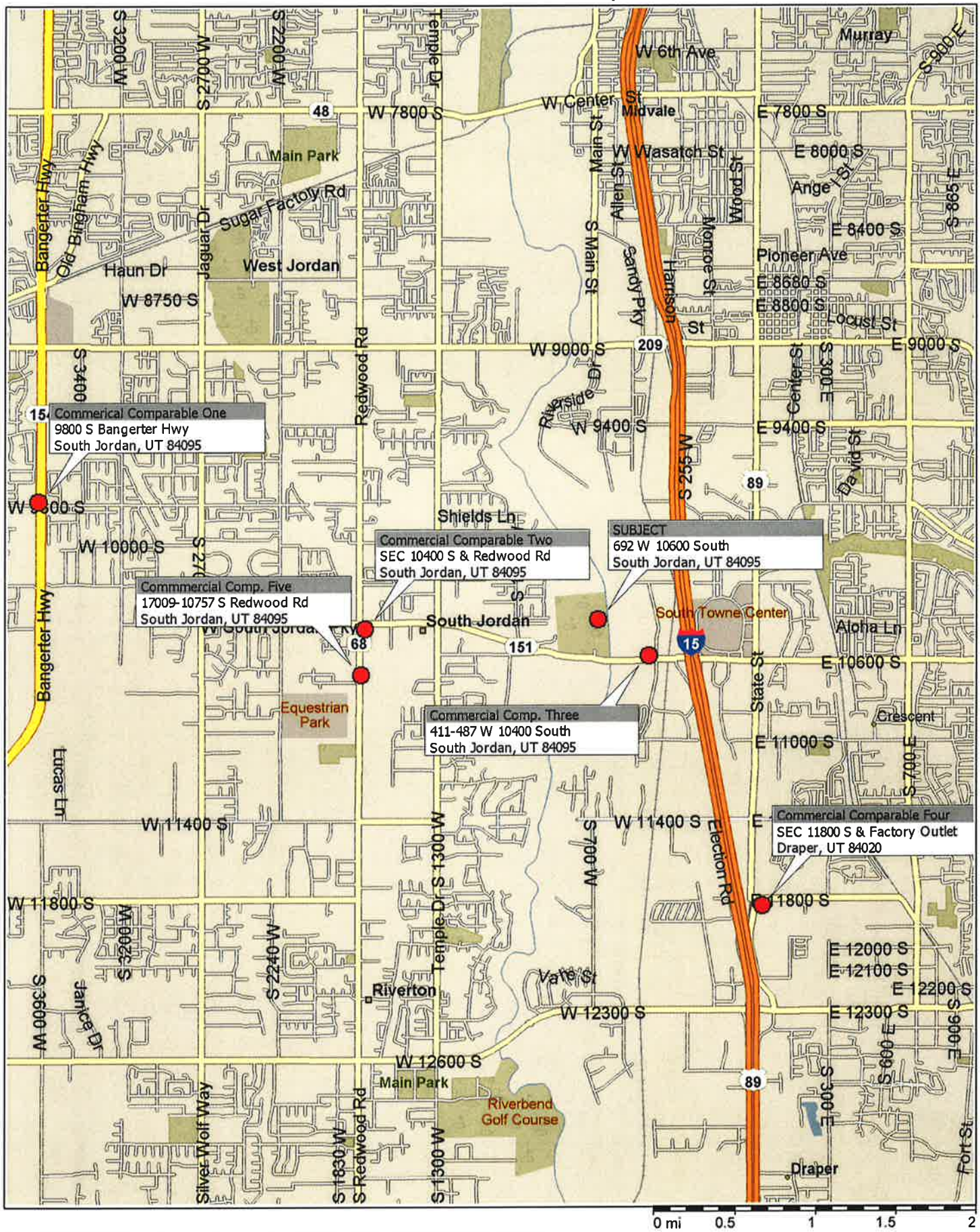
COMMENTS:

This comparable is located just south of the South Jordan City building on Redwood Road. Pacificorp needed this land for a power substation.

COMPARABLE COMMERCIAL LAND SALES

#	Location	Topography	Land Size Acres	Zoning	Total Sales Price	Sales Date	Overall Price / SF
1	9800 S. Bangerter South Jordan	Level	5.85 Ac.	C-C	$1,655,323	July 2002	$6.50
2	SEC 10400 S & Redwood Rd. South Jordan	Level	15.81 Ac.	C-C	$5,549,680	June 2000	$8.06
3	411-487 W 10400 S South Jordan	Mostly Level	9.53 Ac.	CFF	$3,425,000	February 2004	$8.25
4	SEC 11800 S. & Factory Outlet Dr. Draper	Level	36.49 Ac.	M-1, A-5	$15,700,000	November 2003	$9.88
5	10709-10757 S. Redwood Rd. South Jordan	Level	3.104 Ac.	A-5	$1,451,408	June 2003	$10.73
Sub.	692 W. 10600 S.	Level	14.12 Ac	C-C	N/A	N/A	N/A

Commercial Land Sales Comparables



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COMMERCIAL LAND SALES ADJUSTMENT GRID

SUMMARY OF COMPARABLES	9800 S. Bangerter South Jordan	SEC 10400 South & Redwood S. Jordan	411 W. 10400 S. South Jordan	SEC 11800 South and Factory Out. Draper	10700 S. Redwood South Jordan
	1	2	3	4	5
Date of Sale	07/2002	06/2000	03/2004	11/2003	06/2003
Zoning	C-C	Com.	Com.	Com.	Com.
Utilities	Available	Available	Available	Available	Available
Topography	Level	Level	Level	Level	Level
Sales Price	$1,655,323	$5,549,680	$3,425,000	$15,700,000	$1,451,408
Size (SF)	254,826	688,684	415,127	1,589,504	135,210
Price/SF	**$ 6.50**	**$ 8.06**	**$ 8.25**	**$ 9.88**	**$ 10.73**
ADJUSTMENTS					
Property Rights	0%	0%	0%	0%	0%
Adjusted Price/SF	$ 6.50	$ 8.06	$ 8.25	$ 9.88	$ 10.73
Cond/Terms/Entitlements	0%	0%	0%	0%	0%
Adjusted Price/SF	$ 6.50	$ 8.06	$ 8.25	$ 9.88	$ 10.73
Market Time Adjustment	6%	12%	1%	2%	3%
Adjusted Price/SF	**$ 6.89**	**$ 9.03**	**$ 8.33**	**$ 10.08**	**$ 11.05**
Location	10%	0%	-5%	-15%	0%
Zoning	0%	0%	0%	0%	0%
Size	0%	0%	0%	0%	-30%
Utilities/Site Imp.	0%	0%	0%	0%	0%
Shape/Topography/Other	0%	0%	0%	0%	0%
Frontage/Visibility/Corner	0%	-15%	0%	-10%	0%
ADJUSTED PRICE/SF	**$ 7.58**	**$ 7.68**	**$ 7.91**	**$ 7.56**	**$ 7.74**
Net Adjustment	10%	-15%	-5%	-25%	-30%
Range		$ 7.56	To	$ 7.91	
Average			$ 7.69		

SELECTION OF MARKET UNIT COMPARISON

A review of the five comparable sales indicates that price per square foot market unit comparison is the most applicable and most widely used indicator of value among buyers and sellers in the subject market. The value per square foot will be used for valuation of the subject property.

EXPLANATION OF ADJUSTMENTS

PROPERTY RIGHTS

The subject and all of the comparables represent fee simple ownership. No adjustments are indicated for any of the comparables in this category.

CONDITIONS, TERMS, ENTITLEMENTS

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. All of the comparable sales involved arms-length transactions, and are considered to be open market sales. All were exposed to market participants or buyers for a typical period of time. No adjustments for conditions of sale are indicated for the comparables.

MARKET CONDITIONS (TIME)

The comparables range in time of sale from June 2000 to March 2004. After a review of the comparables, I have applied a three percent annual increase or a 0.25 percent monthly increase to the sales comparables.

The chart on the following page shows the adjustments to comparables for market conditions.

Comparable	Date of Sale	Months Since Sold	Increase
One	July 2002	22	6%
Two	June 2000	47	12%
Three	March 2004	2	1%
Four	November 2003	6	2%
Five	June 2003	11	3%

LOCATION

The subject commercial site area fronts on South Jordan Parkway at approximately 10600 South and 700 West. Comparable One is located at 9800 South and Bangerter Highway. This location is considered slightly inferior to the subject requiring an upward adjustment of 10 percent. Comparables Two and Five are located on Redwood Road and are considered similar in location. These comparables require no adjustment. Comparable Three is located east of the subject in a slightly superior, more developed commercial corridor. A downward adjustment of five percent is required. Comparable Four is located at the southeast corner of 11800 South and Factory Outlet Road with a downward adjustment of 15 percent for superior location.

ZONING

The subject property is zoned C-C commercial. All five of the comparables have commercial type zoning or commercial zoning probability, in the case of Comparable Five. No adjustment for zoning is required among the five comparables.

SIZE

The subject is 14.12 acres in size. The range in size among the comparables is from 3.1 acres to 15.81 acres. Comparables One through Four range in size from 5.85 acre to 36.49 acres.

This size range is considered similar to the subject and requires no adjustment. Comparable Five is much smaller at 3.104 acres. Through comparative analysis, a downward adjustment of 30 percent is required for this comparable.

UTILITIES/SITE IMPROVEMENTS

The subject property has paved street, curb and gutter, as do each of the five comparables. No adjustment for utilities or site improvements is required.

SHAPE/TOPOGRAPHY/OTHER

The subject property is level in topography, as are all of the comparables. No adjustment is required in this element of comparison.

FRONTAGE/VISIBILITY/CORNER

The subject property is an interior site. Comparables Two and Four are located on corners, requiring downward adjustments of 15 percent and 10 percent respectively. Comparables One, Three and Five are considered similar, requiring no adjustment.

COMMERCIAL LAND VALUE CONCLUSION

The adjusted values of the comparables range from $7.56 per square foot to $7.91 per square foot with an average $7.69 per square foot. In the final analysis most weight is given to Comparables Three and Four, which are most recent, indicating adjusted values between $5.56 and $7.91 per square foot. I conclude a market value for the commercial area of $7.80 per square foot. The calculation of value for the commercial area is as follows:

14.12 acres or 615,067 square feet x $7.80 per square foot = $4,797,523

MULTIFAMILY LAND VALUE CONCLUSION

On the following pages are the multifamily comparables.

MULTIFAMILY COMPARABLE LAND SALE
Number One

LOCATION

Address:	200 East 8000 South
City:	Unincorporated Salt Lake County
County:	Salt Lake
State:	Utah
Parcel #:	22-21-132-027,028, 030, 038, and 039

SITE DATA

Highest and Best Use:	Multifamily Development Land
Area:	2.50 acres or 108,805 square feet
Shape:	Rectangular
Topography:	Level
Access:	8000 South
Zoning:	R-2-8
Utilities:	All Available
Improvements:	Paved street, curb, gutter, sidewalk

SALES DATA

Date of Sale:	February 14, 2002
Property Rights:	Fee Simple
Grantor or Seller:	Marva Stanger, et al
Grantee or Buyer:	Sunstone Corporation
Verification:	Sunstone Corporation

SALES PRICE

Actual Consideration:	$700,000
Terms of Financing:	Cash
Cash Equivalent Price:	$700,000

VALUE INDICATORS

Price per Square Foot:	$6.43

COMMENTS: This was an assemblage in which the buyer will develop a 27 unit PUD known as the White Pines Phase 6 subdivision.

MULTIFAMILY COMPARABLE LAND SALE
Number Two

LOCATION

Address:	8850 S. State Street
City:	Sandy
County:	Salt Lake
State:	Utah
Parcel #:	27-01-276-003, and 009

SITE DATA

Highest and Best Use:	Multifamily Development Land
Area:	3.22 acres or 140,263 square feet
Shape:	Irregular
Topography:	Level
Access:	State Street
Zoning:	CBD
Utilities:	All Available
Improvements:	Paved street, curb, gutter, sidewalk

SALES DATA

Date of Sale:	September 17, 2002
Property Rights:	Fee Simple
Grantor or Seller:	DD & J Investments
Grantee or Buyer:	Miller Sandy Property LLC
Verification:	Sean Fleming, Listing Agent

SALES PRICE

Actual Consideration:	$1,075,000
Terms of Financing:	Cash
Cash Equivalent Price:	$1,075,000

VALUE INDICATORS

Price per Square Foot:	$7.66

COMMENTS: This was purchased to develop a condominium project.

MULTIFAMILY COMPARABLE LAND SALE
Number Three

LOCATION

Address:	141 E. 5490 S.
City:	Murray
County:	Salt Lake
State:	Utah
Parcel #:	27-18-105-012, and 014

SITE DATA

Highest and Best Use:	Multifamily Development Land
Area:	3.89 acres or 169,448 square feet
Shape:	Irregular
Topography:	Level
Access:	5490 South Street
Zoning:	CDC
Utilities:	All Available
Improvements:	Paved street

SALES DATA

Date of Sale:	January 9, 2004
Property Rights:	Fee Simple
Grantor or Seller:	University Property Inc.
Grantee or Buyer:	Millerpark Gate Property LLC
Verification:	Zach Beaudry of Prime Commercial, Listing Agent

SALES PRICE

Actual Consideration:	$1,440,000
Terms of Financing:	Cash
Cash Equivalent Price:	$1,440,000

VALUE INDICATORS

Price per Square Foot:	$8.50

COMMENTS: This was purchased to develop a condominium project.

MULTIFAMILY COMPARABLE LAND SALE
Number Four

LOCATION

Address:	9760 S. State Street
City:	Sandy
County:	Salt Lake
State:	Utah
Parcel #:	27-12-277-002, 024, and 025

SITE DATA

Highest and Best Use:	Multifamily Development Land
Area:	13.65 acres or 594,594 square feet
Shape:	Irregular
Topography:	Level
Access:	State Street
Zoning:	CBD-MU
Utilities:	All Available
Improvements:	Paved street, Curb, Gutter, and Sidewalk

SALES DATA

Date of Sale:	May 23, 2003
Property Rights:	Fee Simple
Grantor or Seller:	Olabarri Investment Co.
Grantee or Buyer:	Mike Miller
Verification:	Coldwell Banker Residential Brokerage

SALES PRICE

Actual Consideration:	$4,887,563
Terms of Financing:	Cash
Cash Equivalent Price:	$4,887,563

VALUE INDICATORS

Price per Square Foot:	$8.22

COMMENTS: This was purchased to develop 322 condominium units and 22 commercial units called Albion Village.

MULTIFAMILY COMPARABLE LAND SALE
Number Five

LOCATION

Address:	8731 S. 700 E.
City:	Sandy
County:	Salt Lake
State:	Utah
Parcel #:	28-05-101-062

SITE DATA

Highest and Best Use:	Multifamily Development Land
Area:	1.11 acres or 48,351 square feet
Shape:	Rectangular
Topography:	Level
Access:	700 East
Zoning:	RM
Utilities:	All Available
Improvements:	Paved street

SALES DATA

Date of Sale:	April 11, 2003
Property Rights:	Fee Simple
Grantor or Seller:	Aspen Ridge Properties
Grantee or Buyer:	Paul R. Colosimo
Verification:	Joe Colosimo

SALES PRICE

Actual Consideration:	$424,000
Terms of Financing:	Cash
Cash Equivalent Price:	$424,000

VALUE INDICATORS

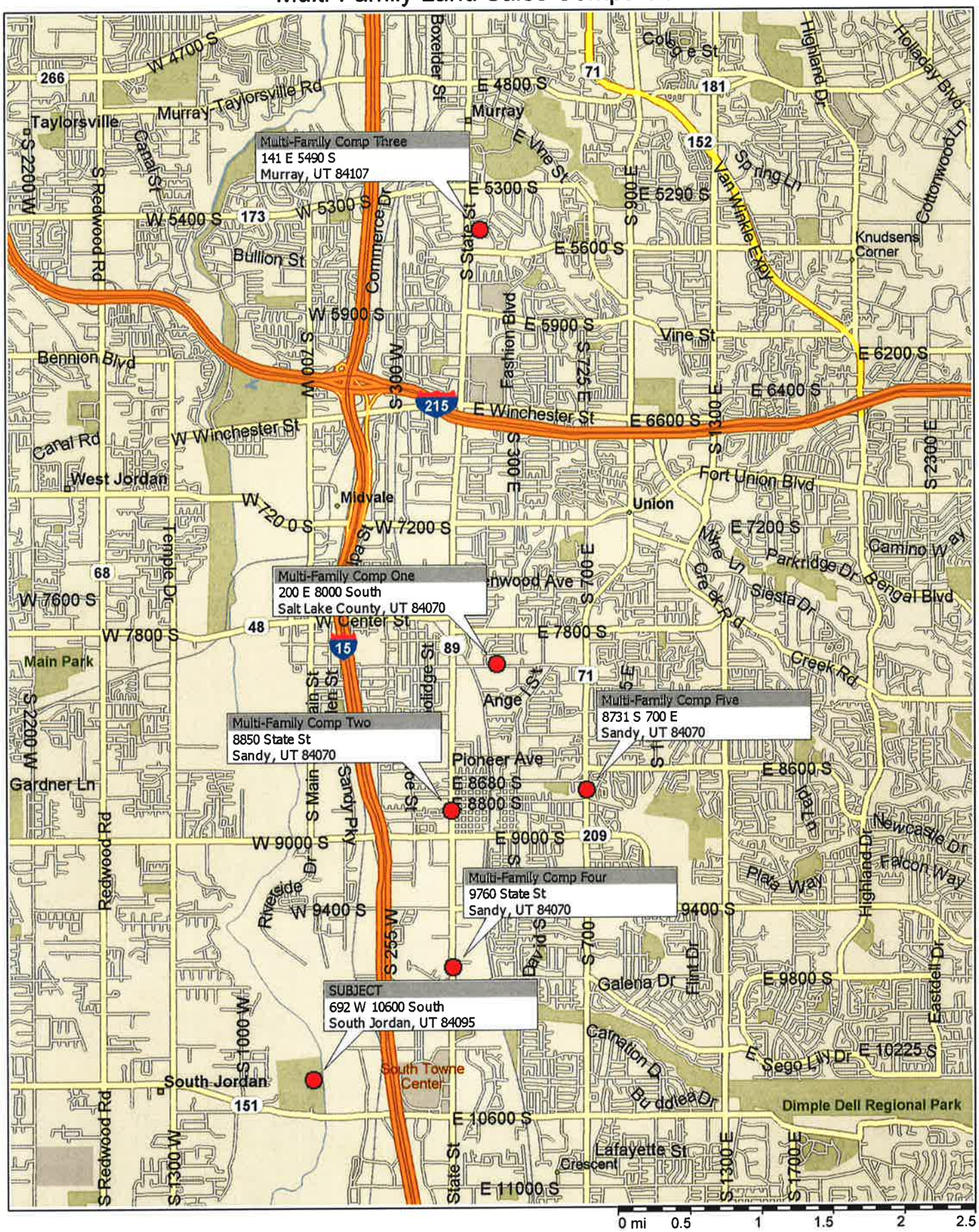
Price per Square Foot:	$8.77

COMMENTS: Purchased for multifamily development.

COMPARABLE MULTI-FAMILY LAND SALES

#	Location	Topography	Land Size Acres	Zoning	Total Sales Price	Sales Date	Overall Price / SF
1	200 East 8000 South Salt Lake County	Level	2.50 Ac.	R-2-8	$700,000	February 2002	$6.43
2	8850 S. State Sandy	Level	3.22 Ac.	CBD	$1,075,000	September 2002	$7.66
3	141 E. 5490 S. Murray	Level	3.89 Ac.	CDC	$1,440,000	January 2004	$8.50
4	9760 S. State Street Sandy	Level	13.65 Ac.	CBD-MU	$4,887,563	May 2003	$8.22
5	8731 S. 700 E. Sandy	Level	1.11 Ac.	RM	$424,000	April 2003	$8.77
Sub.	692 W. 10600 S.	Level	10.00 Ac	A-5; Likely Multi-family	N/A	N/A	N/A

Multi-Family Land Sales Comparables



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MULTI-FAMILY LAND SALES ADJUSTMENT GRID

SUMMARY OF COMPARABLES	200 E. 8000 S. Salt Lake Co.	8850 S. State Street Sandy	141 E. 5490 S. Murray	9760 S. State Sandy	8731 S. 700 E. Sandy
	1	2	3	4	5
Date of Sale	07/2002	09/2002	01/2004	05/2003	04/2003
Zoning	R-2-8	CBD	CDC	CBD-MU	RM
Utilities	Available	Available	Available	Available	Available
Topography	Level	Level	Level	Level	Level
Sales Price	$700,000	$1,075,000	$1,440,000	$4,887,563	$424,000
Size (SF)	108,805	140,263	169,448	594,594	48,351
Price/SF	**$ 6.43**	**$ 7.66**	**$ 8.50**	**$ 8.22**	**$ 8.77**
ADJUSTMENTS					
Property Rights	0%	0%	0%	0%	0%
Adjusted Price/SF	$ 6.43	$ 7.66	$ 8.50	$ 8.22	$ 8.77
Cond/Terms/Entitlements	0%	0%	0%	0%	0%
Adjusted Price/SF	$ 6.43	$ 7.66	$ 8.50	$ 8.22	$ 8.77
Market Time Adjustment	6%	5%	1%	3%	3%
Adjusted Price/SF	**$ 6.82**	**$ 8.04**	**$ 8.59**	**$ 8.47**	**$ 9.03**
Location	0%	-8%	-8%	-8%	-15%
Zoning	10%	0%	-5%	-5%	0%
Size	0%	0%	0%	0%	0%
Utilities/Site Imp.	0%	0%	0%	0%	0%
Shape/Topography	0%	0%	0%	0%	0%
Other	0%	0%	0%	0%	0%
ADJUSTED PRICE/SF	**$ 7.50**	**$ 7.40**	**$ 7.47**	**$ 7.37**	**$ 7.68**
Net Adjustment	10%	-8%	-13%	-13%	-15%
Range		$ 7.37	To	$ 7.68	
Average			$ 7.48		

SELECTION OF MARKET UNIT COMPARISON

A review of the five comparable sales indicates that price per square foot market unit comparison is the most applicable and most widely used indicator of value among buyers and sellers in the subject market. The value per square foot will be used for valuation of the subject property.

EXPLANATION OF ADJUSTMENTS

PROPERTY RIGHTS

The subject and all of the comparables represent fee simple ownership. No adjustments are indicated for any of the comparables in this category.

CONDITIONS, TERMS, ENTITLEMENTS

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. All of the comparable sales involved arms-length transactions, and are considered to be open market sales. All were exposed to market participants or buyers for a typical period of time. No adjustments for conditions of sale are indicated for the comparables.

MARKET CONDITIONS (TIME)

The comparables range in time of sale from July 2002 to January 2004. After a review of the comparables, I have applied a three percent annual increase or a 0.25 percent monthly increase to the sales comparables.

The chart on the following page shows the adjustments to comparables for market conditions.

Comparable	Date of Sale	Months Since Sold	Increase
One	July 2002	22	6%
Two	September 2002	20	5%
Three	January 2004	4	1%
Four	May 2003	12	3%
Five	April 2003	13	3%

LOCATION

The subject property is located at approximately 700 West and 10400 South in South Jordan. Comparables Two, Three, Four and Five are all located east of I-15 and are adjusted downward 8 to 15 percent for superior location. Comparable One, while east of I-15, is in an area considered similar to the subject, requiring no adjustment.

ZONING

Comparable One at R-2-8 is considered inferior zoning to a probable zone for the subject. An upward adjustment of 10 percent is required. Comparables Two and Five are considered similar, requiring no adjustment. Comparable Three and Four are considered superior in zoning, requiring downward adjustments of 5 percent.

SIZE

The subject multi-family area is 10 acres in size. The range among the comparables is 1.11 acres to 13.65 acres. Through this size range, no adjustment as compared to the subject is evident. No adjustment for size is required.

UTILITIES/SITE IMPROVEMENTS

The subject has all access to utilities, as do each of the comparables. No adjustment for utilities or site improvements is required.

SHAPE/TOPOGRAPHY/OTHER

The subject property is level in topography and it has a good shape for development. Each of the comparables is also considered similar, requiring no adjustment.

OTHER

No further adjustments are required.

MULTI-FAMILY LAND VALUE CONCLUSION

The adjusted values of the comparables range from $7.37 per square foot to $7.68 per square foot with an average $7.48 per square foot. I conclude a market value of $7.50 per square foot, placing equal weight on each of the comparables. The calculation of value of the multi-family area is as follows:

10.00 acres or 435,600 square feet x $7.50 per square foot = $3,267,000

"AS IS" VALUE CONCLUSION

The previous conclusion of value for the multi-family area assumes full entitlements. Currently, the subject property is zone A-5 and has no entitlements for multi-family land. A current developer or buyer of this area requires a discount in order to expend the financial resources and time required to achieve these entitlements from South Jordan City. Discounts for lack of entitlements typically range from 10 to 30 percent. Given than multi-family use is a logical progression transition between single-family one-third acre lots and commercial use, achievement of entitlements is very likely. It is also recognized, however, that both South Jordan City and residents will likely mount significant opposition on the way to achieving these entitlements. Overall, I conclude an appropriate discount of 20 percent to the retail entitled value of the multi-family area. The "as is" value of the multi-family area can be calculated as follows:

Fully entitled multi-family land value	$3,267,000
LESS 20% discount for lack of entitlements	($653,400)
"As is" value	$2,613,600

SINGLE FAMILY RESIDENTIAL LAND VALUE CONCLUSION

On the following pages are the single-family residential land comparables.

COMPARABLE LAND SALE
Number One

LOCATION

Address:	11300 S. 1300 West
City:	South Jordan
County:	Salt Lake
State:	Utah
Parcel #:	Various

SITE DATA

Highest and Best Use:	Residential Development Land
Area:	18.69 Acres
Shape:	Irregular
Topography:	Level
Access:	Good
Zoning:	R-2.5
Utilities:	All Available
Improvements:	Paved asphalt road

SALES DATA

Date of Sale:	June 1, 2002
Property Rights:	Fee Simple
Grantor or Seller:	Christine Jensen, et. al.
Grantee or Buyer:	Ivory Homes
Verification:	Buyer

SALES PRICE

Actual Consideration:	$1,741,300
Terms of Financing:	Cash
Cash Equivalent Price:	$1,741,300

VALUE INDICATORS

Price per Acre:	$93,167

COMMENTS: This is an assemblage of several parcels. The price per acre paid ranges from $71,161 to $104,938 per acre.

COMPARABLE LAND SALE CONTRACT
Number Two

LOCATION

Address:	10801 South 3200 West
City:	South Jordan
County:	Salt Lake
State:	Utah
Parcel #:	27-16-351-016

SITE DATA

Highest and Best Use:	Residential Subdivision
Area:	30.72 Acres
Shape:	Irregular
Topography:	Gently sloping
Access:	Good
Zoning:	Agricultural A-5 (likely R-2.5)
Utilities:	All available
Improvements:	Paved asphalt road

SALES DATA

Date of Sale:	December 31, 2002 (Contract Date)
Property Rights:	Fee Simple
Grantor or Seller:	Jack McKnee Family LTD
Grantee or Buyer:	Day Spring LC
Verification:	Jim Jenkins, buyer

SALES PRICE

Actual Consideration:	2,555,904
Terms of Financing:	Cash
Cash Equivalent Price:	$2,555,904

VALUE INDICATORS

Price per Acre:	$83,200
Price per Unit:	$33,483 (based on 99 lots)

COMMENTS: The price was verified as $83,200 per acre. The property is currently zoned A-5, however it is anticipated to have a density of 2.5 units per acre. The property was not entitled at time of contract. As of October 20, 2003, ownership is still in the name of the seller.

COMPARABLE LAND SALE
Number Three

LOCATION

Address:	13800 South 5100 West
City:	Riverton
County:	Salt Lake
State:	Utah
Parcel #:	N/A

SITE DATA

Highest and Best Use:	Residential Land
Area:	26.315 Acres
Shape:	Irregular
Topography:	Mostly Flat
Access:	Good
Zoning:	R-1-10 (2.7 lots per acre)
Utilities:	All available
Improvements:	Paved asphalt road

SALES DATA

Date of Sale:	July 16, 2002
Property Rights:	Fee Simple
Grantor or Seller:	Summit Title Services, Inc.
Grantee or Buyer:	Creek View Meadows, LLC
Verification:	Settlement statement by Leyla Sim

SALES PRICE

Actual Consideration:	$2,393,816
Terms of Financing:	Cash
Cash Equivalent Price:	$2,393,816

VALUE INDICATORS

Price per Acre:	$90,968

COMMENTS: This comparable has a density of 2.7 lots per acre and is being developed into a single-family subdivision by the name of Creekside Meadows, Phase 1.

COMPARABLE LAND SALE
Number Four

LOCATION

Address:	NEC 3200 West and 13010 South
City:	Riverton
County:	Salt Lake
State:	Utah
Parcel #:	27-33-151-020

SITE DATA

Highest and Best Use:	Residential Development Land
Area:	29.54 Acres
Shape:	Rectangular
Topography:	Level
Access:	447 feet on 3200 West and 1,104 Feet on 13010 South
Zoning:	R-3
Utilities:	All Available
Improvements:	Paved Street

SALES DATA

Date of Sale:	April 30, 2002
Property Rights:	Fee Simple
Grantor or Seller:	Creighton C. Horton Tr.
Grantee or Buyer:	Boyer Construction, LC
Verification:	Larry Larsen, Listing Agent and Jeff Stringham, Loan Officer, by Dean Barney

SALES PRICE

Actual Consideration:	$2,764,725
Terms of Financing:	Cash
Cash Equivalent Price:	$2,764,725

VALUE INDICATORS

Price per Acre:	$93,593

COMMENTS: Boyer has submitted plans to develop a 70-lot single-family subdivision on this property. According to listing agent, Larry Larsen, the sale price represents the desirable location of this comparable. A large park is located immediately to the east. Elementary, Jr. High, and Senior High Schools are all located within easy walking distance. This is considered a prime in-fill development with excellent community services. According to Loan Officer Jeff Stringham, Boyer obtained 100 percent financing for this purchase.

COMPARABLE LAND SALE
Number Five

LOCATION

Address:	10141 South 1000 West
City:	South Jordan
County:	Salt Lake
State:	Utah
Parcel #:	27-11-451-008, 019, and 020

SITE DATA

Highest and Best Use:	Residential Development Land
Area:	4.63 Acres
Shape:	Mostly Rectangular
Topography:	Level
Access:	254 feet
Zoning:	R-2.5
Utilities:	All Available
Off-Site Improvements:	Paved Street

SALES DATA

Date of Sale:	August 2, 2003
Property Rights:	Fee Simple
Grantor or Seller:	Various
Grantee or Buyer:	Ron Thorne Homes
Verification:	Purchase Contract

SALES PRICE

Sales Price:	$480,000
Terms of Financing:	Cash
Cash Equivalent Price:	$480,000

VALUE INDICATORS

Price per Acre:	$103,672

COMMENTS: Although the density is the same as the subject, the small size of each of the assembled parcels lead to the higher overall price per acre.

COMPARABLE LAND SALE
Number Six

LOCATION

Address:	1500 West Beckstead Lane
City:	South Jordan
County:	Salt Lake
State:	Utah
Parcel #:	27-15-403-001

SITE DATA

Highest and Best Use:	Residential Land
Area:	13.44 Acres
Shape:	Irregular
Topography:	Mostly Flat
Access:	Good
Zoning:	RM6 PUD (6.0 lots per acre)
Utilities:	All available
Improvements:	Paved asphalt road

SALES DATA

Date of Sale:	January 15, 2003
Property Rights:	Fee Simple
Grantor or Seller:	Kalmar Robbins
Grantee or Buyer:	Arbor Homes
Verification:	John Gust, developer, and purchase agreement by Leyla Sim

SALES PRICE

Actual Consideration:	$1,653,120
Terms of Financing:	Cash
Cash Equivalent Price:	$1,653,120

VALUE INDICATORS

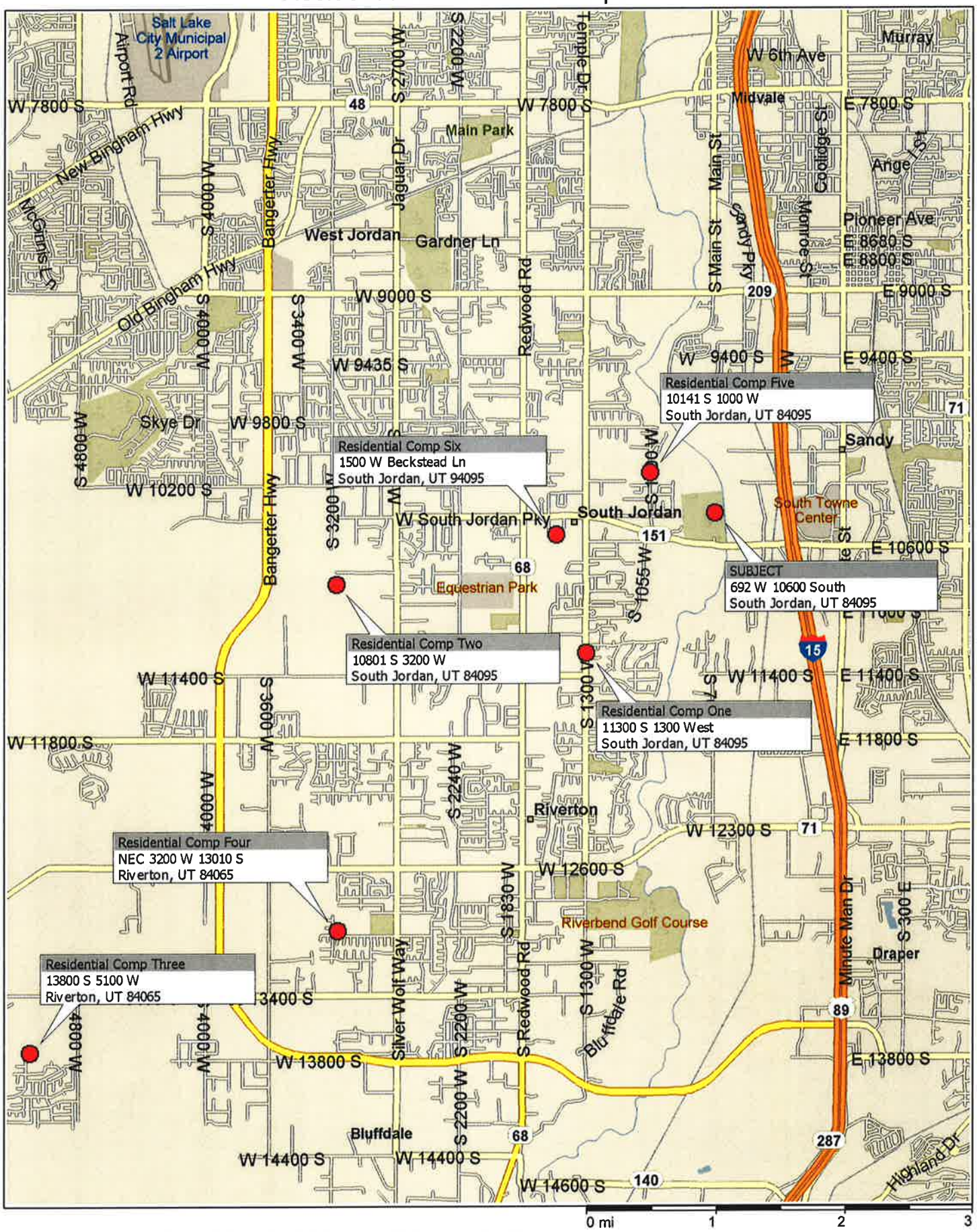
Price per Acre:	$123,000
Price per Lot:	$22,782 (based on 73 lots)

COMMENTS: This property was developed into the Arbors Condominiums, Phases 2 and 3. According to John Gust, the purchased price was based on $123,000 per acre. This property is superior to the subject in overall density with a maximum density of 6.0 lots per acre.

COMPARABLE RESIDENTIAL LAND SALES

#	Location	Frontage/ Access	Land Size/ Acres	Zoning	Total Sales Price	Sales Date	Overall Price / Acre
1	11300 S. 1300 W. South Jordan	Adequate	18.69 Ac.	R-2.5	$1,741,300	June 2002	$93,167
2	10801 S. 3200 W. South Jordan	Adequate	30.72 Ac.	A-5 (R-2.5)	$2,555,904	December 2002	$83,200
3	13800 S. 5100 W. Riverton	Adequate	26.315 Ac.	R-1-10	$2,393,816	July 2002	$90,968
4	NEC 3200 W. & 13010 South Riverton	Adequate	29.54 Ac.	R-3	$2,765,725	April 2002	$93,593
5	10141 S. 1000 W. South Jordan	Adequate	4.63 Ac.	R-2.5	$480,000	August 2003	$103,672
6	1500 W. Beckstead Lane South Jordan	Adequate	13.44 Ac.	RM6 PUD	$1,653,120	January 2003	$123,000
Sub.	Approx. 700 West 10400 South South Jordan	Adequate	42.74 Ac.	A-5 (R-2.5 Likely)	N/A	N/A	N/A

Residential Land Sales Comparables



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RESIDENTIAL LAND SALES COMPARABLES

SUMMARY OF COMPARABLES	11300 S. 1300 W. South Jordan 1	10801 S. 3200 W. South Jordan 2	13800 S. 5100 W. Riverton 3	NEC 3200 W. & 13010 South Riverton 4	10141 S. 1000 W. South Jordan 5	1500 W. Beckstead Lane South Jordan 6
Date of Sale	06/2002	12/2002	07/2002	04/2002	08/2003	01/2003
Zoning	R-2.5	R-2.5	R-1-10	R-3	R-2.5	RM6 PUD
Utilities	Available	Available	Available	Available	Available	Available
Topography	M. Flat	G. Sloping	M. Flat	Level	Level	M. Flat
Sales Price	$1,741,300	$2,555,904	$2,393,816	$2,764,725	$480,000	$1,653,120
Size (Acres)	18.69	30.72	26.315	29.54	4.63	13.44
Price/Acre	**$93,167**	**$83,200**	**$90,968**	**$93,593**	**$103,672**	**$123,000**
ADJUSTMENTS						
Property Rights	0%	0%	0%	0%	0%	0%
Adjusted Price/Acre	$93,167	$83,200	$90,968	$93,593	$103,672	$123,000
Cond/Terms/Entitl.	0%	0%	0%	0%	0%	0%
Adjusted Price/Acre	$93,167	$83,200	$90,968	$93,593	$103,672	$123,000
Market Time Adjustment	6%	4%	6%	6%	2%	4%
Adjusted Price/Acre	**$98,757**	**$86,528**	**$96,426**	**$99,209**	**$105,745**	**$127,920**
Location	5%	10%	8%	10%	0%	5%
Zoning/Entitlements	0%	10%	0%	-5%	0%	-25%
Size	0%	0%	0%	0%	0%	0%
Utilities/Improvements	0%	0%	0%	0%	0%	0%
Aesthetics	0%	0%	0%	0%	0%	0%
Shape/Topography	0%	0%	0%	0%	0%	0%
Frontage/Access	0%	0%	0%	0%	0%	0%
ADJUSTED PRICE/ACRE	**$103,695**	**$103,834**	**$104,140**	**$104,169**	**$105,745**	**$102,336**
Net Adjustment	5%	20%	8%	5%	0%	-20%
Range		$102,336	To	$105,745		
Average			$103,987			

EXPLANATION OF ADJUSTMENTS

PROPERTY RIGHTS

The subject and all the comparables represent fee simple ownership. No adjustments are indicated for any of the comparables in this category.

CONDITIONS, TERMS, ENTITLEMENTS

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. All of the comparable sales involved arms-length transactions, and are considered to be open market sales. All were exposed to market participants or buyers for a typical period of time. No adjustments for conditions of sale are indicated for the comparables.

MARKET CONDITIONS (TIME)

The comparables range in time of sale from April 2002 to August 2003. The subject and the sales comparables are in the southwest Salt Lake County market in which increasing demand has occurred due to rapid population growth. Beginning in 2000, the overall Salt Lake County market experienced market stabilization; however, the southwest portion of Salt Lake County has land values well below the balance of the county. Land prices are still catching up with the county as a whole. The current comparables indicate increasing values although at a slower pace. After review of the comparables, I will apply a conservative 3.0 percent annual increase, or a 0.25 percent monthly adjustment from April 2002. The chart on the following page shows the adjustment to the comparables for market conditions.

Comparable	Date of Sale	Months Since Sold	Increase
One	June 2002	23	6%
Two	December 2002	17	4%
Three	July 2002	22	6%
Four	April 2002	25	6%
Five	August 2003	9	2%
Six	January 2003	16	4%

LOCATION

The subject property is located at approximately 700 West and 10600 South in South Jordan City. Comparable Five is considered similar in location and requires no adjustment. Comparables One, Two, Three, Four and Six, however, require upward adjustments between 5 and 10 percent for inferior location.

ZONING/ENTITLEMENTS

The subject property is currently zoned A-5, however it has a very likely zone of R-2.5, according to Rick Horst of South Jordan City. This allows for lots of one-third acre in size. Typically, parcels with high-density zoning are valued higher than low density. Through comparative analysis, an upward adjustment of 10 percent is made to this comparable. Comparable Three is zoned R-1-10, considered similar to the subject, and was sold with entitlements. No adjustment is required. Comparable Four had R-3 zoning and is slightly superior, with more density. A slight downward adjustment of 5 percent is required. Comparable Five is zoned R-2.5, similar to the subject, requiring no adjustment. Comparable Six has superior RM-PUD zoning, allowing six units per acre. Through comparative analysis, a downward adjustment of 25 percent is required for this comparable.

SIZE

Typically, larger parcels sell for less per acre than do smaller parcels. The range in size among the comparables is 4.63 acres to 30.72 acres. The subject is 42.74 acres, however, it is being valued in probable takedowns of 21.37 acres. In this size range, no adjustment is required among the comparables.

UTILITIES/IMPROVEMENTS

The subject property has nearby access to all utilities, similar to each of the comparables. No adjustment for utilities is required among the six comparables.

AESTHETICS

The subject property is located in a future residential area near to the Jordan River in South Jordan City with good aesthetics and mountain views. All of the comparables are considered to have good aesthetics, requiring no adjustment.

SHAPE/TOPOGRAPHY

The subject property is level in topography with good shape characteristics. Overall, each of the comparables is considered to have good shape and topography for residential development purposes. No adjustment is required among the six comparables.

FRONTAGE/ACCESS

The residential portion of the subject property is assumed to have adequate ingress and egress. No adjustment is required for this element of comparison.

LAND VALUE CONCLUSION

The purpose of this analysis is to determine the value of the subject land for each probable two takedowns of 21.37 acres. The adjusted values of the comparables range from $102,336 to $105,745 per acre, with an average of $103,987 per acre. Most weight is given to Comparable One, which required the least amount of adjustment, indicating a value of $103,695

per acre. Based on the above analysis, I conclude a fee simple market value for the subject at **$104,000 per acre.**

DISCOUNT FOR "AS IS" VALUE

The subject residential area is 42.74 acres in size. The appraiser has been requested to value the subject is "as is" market value, that is, what price would the subject property sell for if the entire 42.74 acres were purchased in a single transaction. It should be noted that this type of transaction is rare, since most single-family residential developers purchase vacant land in smaller portions or takedowns. In addition, takedowns are usually purchased after all final approvals for subdivision plats are obtained. A discount for "as is" value must take into account the time value of money for holding a large parcel through to the anticipated takedown periods.

DISCOUNT FOR BULK PURCHASE

The first discount to apply to the subject property is a discount recognizing the holding period from the date of valuation through to the final takedown period. The subject single-family residential property is 42.74 acres in size. Typically, takedowns are approximately 20 acres in size, which would indicate a total of two takedowns or purchase segments of 21.37 acres.

The first takedown period, is projected for the purchase date. The second takedown period would represent the second phase of a proposed subdivision and is projected for 12 hence. In order to determine an appropriate discount rate to apply to each of the takedowns, the appraiser has assembled a summary of land capitalization rates based on actual land leases by non-national tenants. Typically, land leases by highly recognized national tenants are much lower than those of more local users or developers. The summary table of land leases is as follows.

SUMMARY OF LAND LEASE COMPARABLES

Lease	Date of Lease	Term	Size (SF)	Lease Rate/Yr	Lease Rate SF/YR	Yield Rate	OAR
1	01/2001	30 Years	291,852	$253,000	$0.87	N/A	9.13%
2	07/2001	16 Years	15,682	$85,040	$5.42	N/A	10.00%
3	05/2001	15 Years	30,000	$35,000	$1.17	N/A	10.00%
4	01/2000	N/A	38,938	$69,699	$1.79	N/A	10.00%
5	08/2000	M. to M.	25,264	$4,800	$0.19	N/A	10.00%

As can be seen by the above summary table of land leases, the predominant land capitalization rate for non-national tenants is 9 to10 percent. Land capitalization rates for nationally recognized tenants are typically 8 to 9 percent. Consideration must be given for the fact that the subject is residential land, considered to have a lower risk level than the commercial comparables. All things considered, I conclude an overall rate of 9 percent for the subject. To an overall cap rate, a factor for inflation must also be determined. The overall change in the consumer price index for the year 2003 was 2.28 percent, and for 2002, was 1.58 percent, for a rough average of 2.00 percent annually. Adding a 2 percent inflation rate to the previously concluded land capitalization rate of 9 percent results in a concluded a discount rate of 11 percent.

The total calculations for "as is" value of the subject can now be made based on the above conclusions.

Total retail value 42.74 acres @ $104,000 =		$4,444,960
PV of First Draw		
($4,444,960/2 = $2,222,480 discounted		
@ 11% for 0 months)=	$2,222,480	
PV of Second Draw		
($4,444,960/2 = $2,222,480 discounted		
@ 11% for 12 months) =	2,002,234	
TOTAL VALUE OF DISCOUNTED DRAWS		$4,224,714
INDICATED DISCOUNT 4.95%		
TOTAL "AS IS" VALUE		$4,224,714
INDICATED PER ACRE "AS IS" BULK SALE VALUE		$98,847

FINAL VALUE CONCLUSION

The total "as is" market value of the entire 66.86 acre subject is calculated as follows:

Commercial Land	$4,797,523
Multifamily Land	2,613,600
Single Family Land	4,224,714
Total Value	$11,635,837
Rounded To	**$11,640,000**

After careful consideration of the information in this report and based on all the physical characteristics of the subject, I am of the opinion that the "as is" market value of the subject property in fee simple title property rights as of May 30, 2004 is:

$11,640,000

"ELEVEN MILLION SIX HUNDRED FORTY THOUSAND DOLLARS"

EXPOSURE/MARKETING PERIOD

A review of the comparables indicates marketing periods ranging from six to twelve months. Based on the size of the subject at of each of the three subject areas, I conclude an exposure/marketing time between nine to twelve months.

CERTIFICATION OF VALUE

I, Dean A. Barney certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice, the Code of Professional Practice of the Appraisal Foundation and the Supplemental Standards of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I, Dean A. Barney, have made a personal inspection of the property that is the subject of this report.

The Appraisal Institute, of which this appraiser is a member, conducts a voluntary program of continuing education for its designated members. MAI's who meet minimum standards of this program are awarded periodic educational certification. As of the date of this report, I, Dean A. Barney, have completed the requirements of the continuing education program of the Appraisal Institute.

The Undersigned hereby acknowledges that he has the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraiser's Statement of Qualifications. No one provided significant professional assistance to the person signing this report.

6/7/04

DATE

Dean A. Barney

DEAN A. BARNEY, M.B.A., MAI

Utah State – Certified General Appraiser
License # CG39061 (Exp. 7/31/05)

GENERAL ASSUMPTIONS

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

5. All engineering studies are assumed to be correct. The plot plans and illustrative material in this report are included only to help the reader visualize the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.

7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described and considered in the appraisal report.

9. It is assumed that all required licenses, certificate of occupancy, contents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

GENERAL LIMITING CONDITIONS

The appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of the report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any even only with proper written qualification and only in its entirety.

3. Possession of this report, or a copy thereof, does not carry with it the right of publication.

4. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

5. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

6. Acceptance of and/or use of the appraisal report constitutes acceptance of the stated general assumptions and limiting conditions.

SPECIAL LIMITING CONDITIONS

The appraisal report has been made with the following special limiting conditions:

1. The liability of Dean Barney, Appraiser and Consultant is limited to the client only and to the fee actually received by the appraiser. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that in case of lawsuit (brought by lender, partner or part owner in any form of ownership, tenant or any other party), any and all awards, settlements of any type in such suit, regardless of outcome, client will hold the appraiser completely harmless in any such action.

2. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements or the ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered is estimating the value of the property.

Front View of Subject

Looking East Along 10600 South

Looking West on 10600 South

Looking North Along East Boundary

Looking North Along East Boundary

Looking West Along North Boundary

Looking Southwest Across Subject

Looking South Across Subject

Looking North Along West Boundary

Looking East from Termination of 10375 South

Looking East from Termination of 10375 South

DEAN BARNEY
Appraiser and Consultant

Dean Barney M.B.A., MAI

1192 W. 12500 S.
Riverton, Utah 84065

Phone: 801-446-6622
Fax: 801-446-5082
Email: d_barney@xmission.com

June 7, 2004

Mr. Don Branca
President
Mulligan's Golf and Games
692 W 10600 South
South Jordan, UT 84095

SUBJECT: A complete appraisal in a self-contained appraisal report on the "as is" fee simple market value of the 66.86-acre property located at 692 West 10600 South, South Jordan, Utah.

Dear Mr. Branca:

I have personally inspected the Mulligan's Golf and Games property of 66.86 acres. You have requested that I determine the "as is" fee simple market value of the property.

I have conducted the investigation and analysis necessary to form an opinion of the market value on the above referenced property. The intended use and function of this appraisal is for tax purposes.

As per your request, the appraisal report has been prepared in a manner to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), adopted by the Appraisal Standards of the Appraisal Foundation.

The highest and best use of the subject is for continued interim use of current golf improvements until such time as the underlying land may be developed into 14.12 acres of commercial retail high exposure use, 10.00 acres of multi-family land, and 42.74 acres of single-family residential subdivision.

In the valuation process, only the sales comparison approach was expanded due to the highest and best use of the land as vacant only. A detailed highest and best use analysis has been performed to determine the appropriate method of valuation for this property considering zoning, size, physical conditions, location, and other pertinent factors regarding the property.

After careful consideration of the information contained in this report, I am of the opinion that the current "as is" value of the subject property, considering all the physical attributes herein, described in fee simple title, as of May 30, 2004 is:

$11,640,000

"ELEVEN MILLION SIX HUNDRED FORTY THOUSAND DOLLARS"

This letter is not a complete appraisal report. It must be used only with the following narrative report that provides supporting data, assumptions and justifications for my final value conclusion. The appraisal is made subject to the general assumptions and limiting conditions stated at the end of the report.

Please call if there are any questions.

Respectfully submitted,

Dean A. Barney, M.B.A., MAI

QUALIFICATIONS OF APPRAISER

DEAN A. BARNEY, M.B.A., MAI
1192 West 12500 South
Riverton, Utah 84065
(801) 446-6622

Education

Brigham Young University	M.B.A., Master of Business Management Marriott School of Management, 1996
	B. S. Degree in Business Management with an emphasis in Finance Marriott School of Management, 1989

Membership

MAI (Member Appraisal Institute, professional designation from the Appraisal Institute, Certification Number 10,956)
Utah State Certified General Appraiser – License #CG00039061
Idaho State Certified General Appraiser – License#CGA-1047

Member of International Right of Way Association, Chapter 38

Work Experience

Dean Barney, Appraiser and Consultant	President – 1999 to Present Commercial Appraiser and Consultant.
Free & Associates	Commercial Appraisal Manager responsible for reviewing three commercial appraiser's work. 1989-1999
IBM Corporation Burlington, Vermont	Cost Accountant – 1988
IBM Corporation Endicott, New York	Accountant – 1987
Realty World – Wing Mesa, Arizona	Real Estate Agent – 1985

Clients Served

South Jordan City
Draper City
Riverton City
Sandy City
Salt Lake City
Taylorsville City
South Valley Sewer
Jordan Valley Water
Mountain West Savings and Loan
Utah Bank and Trust
Bank of Utah
Silver King Bank
Mann's Capital Corp.
Bank America

Nevander Asset Management
LDS Church
Brighton Bank
American First Credit Union
Farmer's Home Administration
Atlantic Permanent Savings
Metropolitan Mortgage
Southwest Savings and Loan
St. Marks Hospital
Sundance Institute
Brigham City Corporation
University of Utah Research Park

Utah Power and Light
Zions First National Bank
Draper Bank and Trust
Richards Woodbury
Robert Redford
Elko shopping Plaza
Local Builders, Attorneys, and Developers
Great Western Thrift/Loan
Bank One
US Bank
Wells Fargo
Key Bank

Appraisal Experience

Eminent Domain Easements and Takings
Shopping Centers
Retail and convenience Stores
Fast Food Restaurants
Pad Sites
Motels/Hotels
Professional and Medical Office Buildings

Time Share Condominiums
Multiple Residential Units
Residential and Industrial subdivisions
Office/Warehouse Buildings
Mental Health Complex
Variety of Residential, Commercial, And Residential Land

Real Estate and Appraisal Courses

Successfully completed the following courses and exams:

Appraisal Principles – 1A1 American Institute of Real Estate Appraisers, Salt Lake City, Utah 1990
Basic Valuation Procedures – 1A2 Appraisal Institute, Tempe, Arizona 1991
Capitalization Theory and Techniques –1BA Appraisal Institute, Boulder, Colorado 1991
Standards of Professional Practice SPPA – Appraisal Institute, Salt Lake City, Utah 1992
Standards of Professional Practice SPPB – Appraisal Institute, Salt Lake City, Utah 1992
Report Writing and Valuation Analysis – II540 – Appraisal Institute, Boulder, Colorado 1993
Advanced Applications – II550 – Appraisal Institute, Salt Lake City, Utah 1993
Standard of Professional Practice, Part C - Appraisal Institute, Salt Lake City, Utah 1999
Course 401-The Appraisal of Partial Acquisitions-IRWA, San Francisco, California 2001

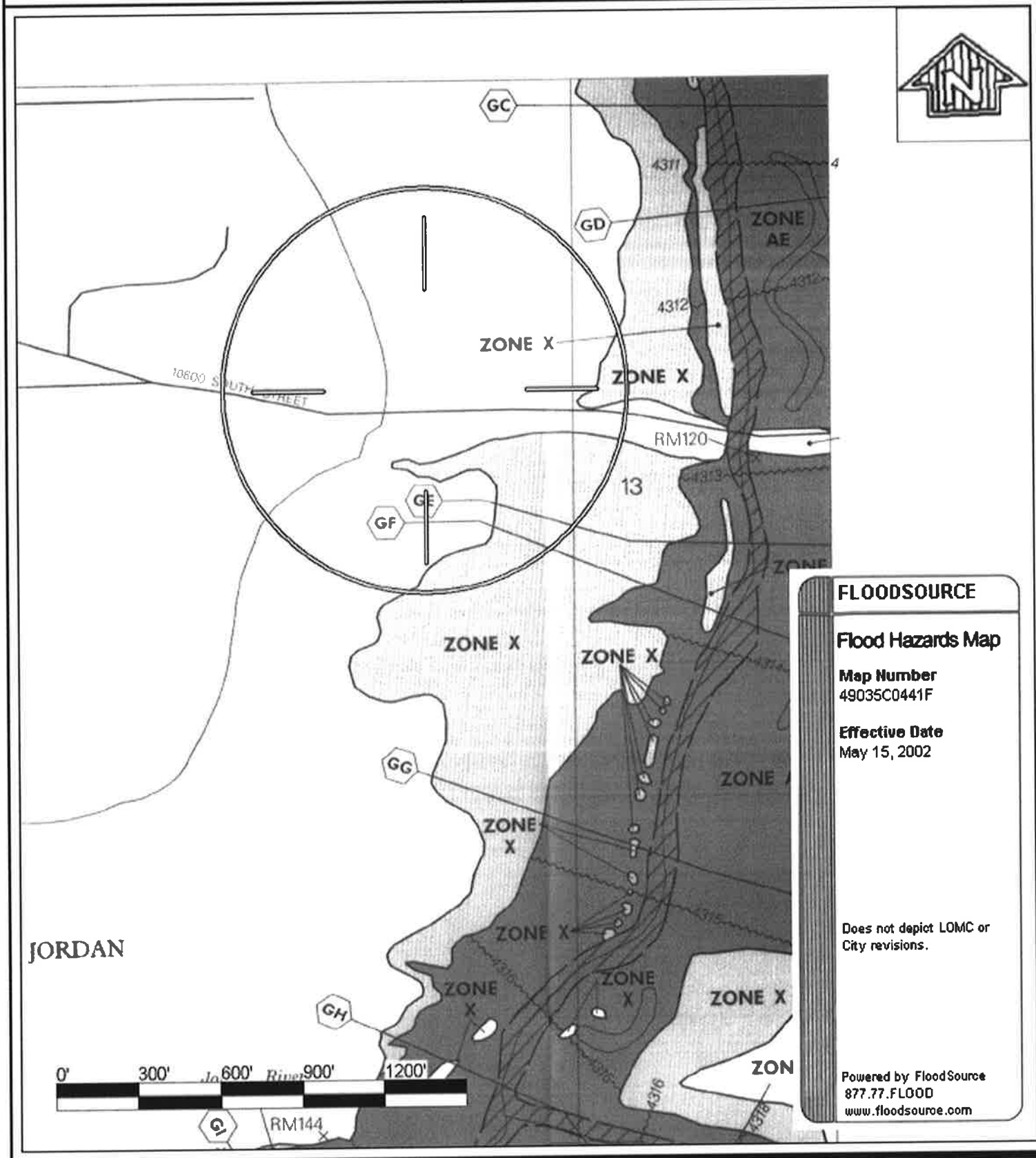
Successfully completed the following seminars:

USPAP – Utah Association of Appraisers, Salt Lake City, Utah 1990
Subdivision Analysis – SREA, Salt Lake City, Utah 1992
Understanding Limited Appraisals and Reporting Options Salt Lake 1994
FIRREA Seminar – Appraisal Institute, St. George, Utah 1994
Americans with Disabilities Act – Appraisal Institute, St. George, Utah 1994
Technology – Appraisal Institute, Salt Lake, Utah 1995
Appraisal of Retail Properties – Appraisal Institute, Salt Lake, Utah 1996
Heating, Ventilation, and Air Conditioning - Appraisal Institute, Salt Lake, Utah 1996
Appraisal of Industrial Properties – Appraisal Institute, Provo, Utah 1997
Utah State Appraiser Law – Appraisal Institute, West Jordan, Utah 1997
Issues on Eminent Domain – Appraisal Institute, Washington D.C. 1997
Small Hotel/Motel Valuation – Appraisal Institute, Park City, Utah 1998
Health Care Industry Trends & Real Estate – Appraisal Institute, St. George, Utah 1998
Specialized Appraisal Issues – Appraisal Institute, Sandy, Utah 1998
Econometrics – Appraisal Institute, Lake Buena Vista, Florida 1999
Client Satisfaction – Appraisal Institute, Lake Buena Vista, Florida 1999
Appraisal of Office Management – AI, Provo, Utah 2000
Appraising Conservation Easements – Salt Lake City, Utah 2000

ADDENDUM

FLOODSOURCE FLOODSCAPE™

Prepared for:
Mulligan's Golf and Games,
692 W. 10600 South
South Jordan, UT 84095



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CHAPTER 17.52 COMMERCIAL-COMMUNITY (C-C) ZONE

17.52.010 PURPOSE
17.52.020 PERMITTED USES
17.52.030 CONDITIONAL USES
17.52.040 USE REGULATIONS
17.52.050 DEVELOPMENT REVIEW
17.52.060 LOT WIDTH AND FRONTAGE
17.52.070 AREA REQUIREMENTS
17.52.080 PRIOR CREATED LOTS
17.52.090 YARD REQUIREMENTS
17.52.100 PROJECTIONS INTO YARDS
17.52.110 PARKING AND ACCESS
17.52.120 FENCING, SCREENING AND CLEAR VISION
17.52.130 ARCHITECTURAL STANDARDS
17.52.140 LANDSCAPING
17.52.150 LIGHTING
17.52.160 OTHER REQUIREMENTS

17.52.010 PURPOSE

The Commercial-Community (C-C) Zone may be cited as the "C-C" Zone and is established to provide areas for large scale community or regional retail and service uses. These areas will generally be located near major transportation hubs but should be designed to buffer neighboring residential areas. Coordinated circulation, architecture and landscaping and a balance of uses should be incorporated in developments in the C-C Zone.

17.52.020 PERMITTED USES

The following uses may be conducted in the C-C Zone.

Department, discount and food stores
Shopping centers and malls with only allowed uses
Furniture, electronics, appliances and home furnishings retailing
Apparel, footwear, sewing supplies retailing
Sporting goods, toy retailing
Household goods retailing
Health, beauty and medical products retailing; prescription drugs retailing
Books, videos, media, copies, photography, art and drafting supplies, office supplies, stationery retail
Hobbies and crafts retailing
Auto and equipment parts retailing (no service)

Hardware and home improvement retailing
Restaurants, eating establishments
Miscellaneous retail sales

17.52.030 CONDITIONAL USES

A conditional use permit may be issued for the following uses in the C-C Zone.

Gas stations, convenience stores
Fast food with no eating accommodations
Banks, credit unions, financial institutions
Title loan, check cashing or other similar deferred deposit loan businesses no closer than 1 mile from a similar business
Laundry
Lumber, building materials and landscaping retail sales yards
Drive-through facilities for allowed uses
Equipment and appliance light repairs and service enclosed within a building
Automotive services including lube, tune-up, wash, inspection, tires, mufflers, minor repairs
Pharmacy
Bed & breakfast inn
Educational and training activities
Group day care center
Theaters, amusement, recreational activities
Public facilities
Beauty and fitness centers
Second-hand goods retailing
Medical, health or dental services
Mortuary, funeral home

17.52.040 USE REGULATIONS

Uses may be conducted in C-C Zones only in accordance with the following regulations.

1. Only allowed permitted, conditional or accessory uses as set forth in this Chapter may be conducted in C-C Zones. A conditional use permit must be obtained prior to the establishment of a conditional use. Sexually oriented business is prohibited in C-C Zones. Uses which are primarily non-retail in nature (more than 40% of sales are non-taxable) may not occupy more than 40% of the total floor area of non-anchor stores in a shopping center or mall (including pads) or occupy an in-line shop space greater than 4000 square feet of floor area in said shopping center or mall. An anchor store shall be any single shop space greater than 20,000 square feet in floor area.
2. All uses in C-C Zones shall be conducted within completely enclosed buildings, unless otherwise allowed in this Chapter, except those temporary uses customarily conducted in the outdoors including Christmas tree lots, fireworks stands and parking

lot sales associated with an approved use on the property. Parking lot sales may be conducted up to four one-week periods per year.

3. Accessory uses and buildings may be conducted in C-C Zones only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, parking lots and terraces, properly screened utility and loading areas and other buildings and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.
4. There shall be no open storage of trash, debris, used, wrecked or neglected materials, equipment or vehicles in C-C Zones. No commercial materials, goods or inventory may be stored in open areas in C-C Zones except for temporary display items which are removed daily and which may be located only on private property no closer than 10 feet from any public right-of-way. No more than 12 small party balloons and 6 weatherproof placards, each not exceeding 2 feet square, per business may be attached to the displays and shall be removed daily with the displays. All other signs and devices are prohibited. Outdoor storage of inventory or products such as firewood, water softener salt, garden supplies and building materials is permitted only in screened areas approved for such purpose with site plan review.
5. No vehicle, boat or trailer or part(s) thereof which is in a wrecked, junked, dismantled inoperative or abandoned condition, attended or not, may be parked or stored in C-C Zones for longer than 72 hours unless stored within a completely enclosed building.
6. No commercial vehicles such as earthmoving or material handling equipment, semi-trucks or trailers or any commercial truck, trailer or vehicle may be stored in C-C Zones for longer than 72 hours except in conjunction with an approved use, development or construction activities on the property.
7. Utility trailers and recreational vehicles such as motor homes, travel trailers, water craft, campers and all-terrain vehicles, may not be stored in any area in C-C Zones.

17.52.050 DEVELOPMENT REVIEW

All uses proposed in C-C Zones may only be established in conformance with development review procedures of the City. Applicants shall follow the procedures and requirements of the South Jordan Municipal Code regarding development review in the preparation and review of development proposals in C-C Zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the City except as allowed under State law.

17.52.060 LOT WIDTH AND FRONTAGE

No minimum lot width is required for lots in C-C Zones except for the initial lot of a development which shall have a minimum width of 150 feet measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line. The initial lot shall abut the right-of-way line of a public street a minimum distance of 150 feet. Lots not fronting on a street must be accessible to the public via a recorded easement or right-of-way.

17.52.070 AREA AND DENSITY REQUIREMENTS

The following area and density requirements shall apply in the C-C Zone.

1. Minimum zone area. The minimum area of a C-C Zone shall be 5 acres.
2. Minimum project area. "Project" shall be defined as any development in C-C Zones for which preliminary plat or site plan approval has been proposed or granted. The minimum area of any project in C-C Zones shall be 1 acre.
3. Minimum lot area. There shall be no minimum lot area in C-C Zones.
4. Density. C-C Zones shall be established in conformance with Commercial designations on the Future Land Use Plan.

17.52.080 PRIOR CREATED LOTS

Nonconforming lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of a C-C Zone shall be brought into conformance with the requirements of this Chapter prior to development.

17.52.090 YARD REQUIREMENTS

The following yard requirements shall apply on lots in C-C Zones.

1. Front yard, interior and corner lots. The minimum landscaped front yard for lots in C-C Zones shall be 20 feet.
2. Side yard, interior lots. No minimum side yard is required adjacent to non-residential or non-agricultural zones. The minimum side yard for lots adjacent to residential or agricultural zones shall be 30 feet, of which at least 10 feet adjacent to the property line shall be landscaped.
3. Side yard, corner lots. The minimum landscaped street side yard for corner lots shall be 20 feet.
4. Rear yard. No minimum rear yard is required adjacent to non-residential or non-agricultural zones. The minimum rear yard for lots adjacent to residential or agricultural zones shall be 30 feet, of which at least 10 feet adjacent to the property line shall be landscaped.
5. All buildings in C-C Zones shall be separated by a minimum distance of 20 feet.

17.52.100 PROJECTIONS INTO YARDS

The following may be erected on or projected into any required yard space in C-C Zones.

1. Fences and walls in conformance with City Codes and Ordinances.
2. Flagpoles not exceeding 35 feet high.
3. Landscape elements including trees, shrubs and other plants.
4. Utility or irrigation equipment or facilities.

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1. Fences and walls in conformance with City Codes and Ordinances.
2. Flagpoles not exceeding 35 feet high.
3. Landscape elements including trees, shrubs and other plants.
4. Utility or irrigation equipment or facilities.

5. Decks not more than 2 feet in height.
6. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to the building extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.
7. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding 8 feet wide and extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.

17.52.110 PARKING AND ACCESS

Parking areas and access in C-C Zones shall meet requirements of Chapter 16.26 of the South Jordan Municipal Code.

17.52.120 FENCING, SCREENING AND CLEAR VISION

The following fencing, screening and clear vision requirements shall apply in C-C Zones.

1. All mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings.
2. The boundary of a C-C Zone which is not in or adjacent to a street and which is adjacent to a residential or agricultural zone shall be fenced with a 6 foot, decorative pre-cast concrete panel or masonry fence as determined with development approval. Six foot solid vinyl boundary fencing may be used in unusual circumstances such as adjacent to property which is master planned for non-residential uses. A higher fence may be required or allowed in unusual circumstances. A building permit is required for fences and walls over 6 feet high. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined with development approval.
3. No wall, fence or screening material shall be erected between a street and a front or street side building line in C-C Zones except as required in #1 above.
4. Landscape materials, except for mature trees which are pruned at least 6 feet above the ground, shall not exceed 2 feet in height within a 10 foot triangular area formed by the edge of a driveway and a street right-of-way line or within a 30 foot triangular area formed by the right-of-way lines of intersecting streets.

17.52.130 ARCHITECTURAL STANDARDS

The following exterior materials and architectural standards are required in C-C Zones.

1. Architectural drawings and elevations, exterior materials and colors of all buildings shall be submitted in conjunction with site plan review. In projects containing multiple buildings, a design book containing architectural theme, features, exterior materials and colors governing the entire project shall be submitted.

2. All building materials shall be high quality, durable and low maintenance.
3. Exterior walls of buildings in excess of 60 feet in length shall have relief features at least 4" deep at planned intervals. All sides of buildings shall receive design consideration.
4. Signs shall meet requirements of Chapter 16.36 of the Municipal Code and shall be constructed of materials which complement the buildings which they identify.
5. Buildings and structures in the C-C Zone shall not exceed 35 feet in height unless otherwise allowed in this Title.
6. The exteriors of buildings in C-C Zones shall be properly maintained by the owners.

17.52.140 LANDSCAPING

The following landscaping requirements and standards shall apply in C-C Zones.

1. The front, side and rear yards of lots in C-C Zones, as described in Section 17.52.090, shall be landscaped and properly maintained with grass, trees and other plant material.
2. All areas of lots in C-C Zones not approved for parking, buildings or other hard surfacing shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.
3. A minimum of one tree per 500 square feet, or part thereof, of required landscaped yard areas is required in C-C Zones in addition to other trees required in this section. A minimum of 30% of required yard area trees shall be minimum 7' evergreens. Deciduous trees shall be minimum 2" caliper. Deciduous and evergreen trees required in this section need not be equally spaced but shall be dispersed throughout the required yard areas on the site.
4. All collector street and other public and private park strips in C-C Zones shall be improved and maintained by the adjoining owners according to specifications adopted by the City unless otherwise allowed with development approval.
5. Trees may not be topped nor may any landscape material be removed in C-C Zones without City approval. Any dead plant material shall be replaced in accordance with the requirements of this Chapter and the conditions of site plan or plat approval.
6. The following landscaping requirements shall apply in parking areas in C-C Zones.
   a) Curbed planters with 2" or larger caliper shade trees and grass, shrubs or groundcover shall be installed at the ends of parking rows. Planters shall be at least 5' wide.
   b) Shade trees shall be planted between double parking rows at minimum intervals of 6 stalls and along single parking rows at minimum intervals of 3 stalls and no farther than 6' from the parking area. Shade trees are not required in parking rows which are adjacent to buildings.
   c) All landscaped areas adjacent to parking areas shall be curbed.

7. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any areas so included and perpetually preserved may be counted toward required yard space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without written approval of any entity or agency having jurisdiction over said waterways.
8. All required landscaping in C-C Zones, shall be installed (or escrowed due to season) prior to occupancy.
9. All landscaped areas, including adjoining public right-of-way areas, shall be properly irrigated and maintained by the owners.

17.52.150 LIGHTING

The following lighting requirements shall apply in C-C Zones.

1. A lighting plan shall be submitted with all new developments in C-C Zones. Site lighting shall be shielded to prevent glare on adjacent properties.
2. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
3. Lighting fixtures on public property shall be architectural grade. A single street light design, approved by the City Engineer, will be used on the same street.

17.52.160 OTHER REQUIREMENTS

The following provisions shall apply in C-C Zones.

1. Private covenants. The developer of a condominium project in a C-C Zone shall submit a proposed declaration of covenants to the City Attorney for review, including an opinion of legal counsel licensed to practice law in Utah that the condominium meets requirements of Utah State law, and record the covenants with the condominium plat for the project.
2. All development sites in C-C Zones shall be graded according to the City's engineering and building requirements to provide adequate drainage. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
3. All private areas in developments shall be properly maintained by the owners.
4. Buildings may not be located within a public easement.
5. A project phasing plan shall be submitted for review at the time of preliminary plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.

CHAPTER 17.36 RESIDENTIAL R-2.5 ZONE

17.36.010 PURPOSE
17.36.020 PERMITTED USES
17.36.030 CONDITIONAL USES
17.36.040 USE REGULATIONS
17.36.050 DEVELOPMENT REVIEW
17.36.060 LOT AREA
17.36.070 LOT DENSITY
17.36.080 LOT WIDTH AND FRONTAGE
17.36.090 PRIOR CREATED LOTS
17.36.100 LOT COVERAGE
17.36.110 YARD REQUIREMENTS-MAIN AND ACCESSORY BUILDINGS
17.36.120 PROJECTIONS INTO YARDS
17.36.130 PARKING AND ACCESS
17.36.140 FENCING, SCREENING AND CLEAR VISION
17.36.150 ARCHITECTURAL STANDARDS
17.36.160 LANDSCAPING REQUIREMENTS
17.36.170 LIGHTING
17.36.180 PLANNED UNIT DEVELOPMENT
17.36.190 OTHER REQUIREMENTS

17.36.010 PURPOSE

The Residential 2.5 Zone (Single Family Residential, 2.5 lots per acre) may be cited as the "R-2.5 Zone" and is established to provide areas for low density single family housing without farm animal uses. This zone is intended to represent the standard for residential development in the City.

17.36.020 PERMITTED USES

The following uses may be conducted in the R-2.5 Zone as limited herein.

Single family dwelling, detached, maximum one per lot or parcel
Residential accessory buildings the footprints of which do not exceed 60%of the footprint area of the dwelling
Residential accessory uses
Household pets not exceeding 2 per species over the age of 4 months per dwelling
Home occupations according to City ordinances
Residential facility for disabled persons as required by State law

17.36.030 CONDITIONAL USES

A conditional use permit may be issued for the following uses in the R-2.5 Zone.

Household pets, maximum 1 additional per dwelling regardless of species
Religious activities
Educational activities
Residential facility for elderly persons as required by State law
Group day care facility on minimum 1 acre lot
Golf courses
Parks and recreational activities
Public facilities
Single family dwelling planned unit development (P.U.D.) or condominium

17.36.040 USE REGULATIONS

Uses may be conducted in the R-2.5 Zone only in accordance with the following regulations.

1. Only allowed permitted, conditional or accessory uses as set forth in this Chapter may be conducted in the R-2.5 Zone. A conditional use permit must be obtained prior to the establishment of a conditional use.
2. Accessory uses may be conducted in the R-2.5 Zone only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to caretakers, nurses, nannies, maids, garages, sheds, swimming pools, recreational equipment, gardens, greenhouses and other structures and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.
3. There shall be no open storage of trash, debris, used materials or commercial goods or wrecked or neglected materials, equipment or vehicles in the R-2.5 Zone.
4. It shall be unlawful to park, store, or leave, or to permit the parking, storing or leaving of any vehicle of any kind or part(s) thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, whether attended or not, upon any private or public property within the R-2.5 Zone for longer than seventy-two (72) hours, except that up to two (2) such vehicles or parts thereof may be stored completely within an enclosed building or within an opaque fence enclosure which is completely screened from view of public streets and neighboring properties.
5. No commercial vehicle or commercial earth moving or material handling equipment shall be parked or stored on any lot or parcel in the R-2.5 Zone except in conjunction with temporary development or construction activities on the lot. Commercial vehicles shall include semi trucks and trailers, trucks and trailers equaling or exceeding 8,000 lb. curb weight, delivery vehicles, dump trucks, back hoes, graders, loaders, farm implements, cement trucks, bulldozers, belly dumps and scrapers, forklifts or any similar vehicle or apparatus.

6. Water craft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an R-2.5 Zone except that said vehicles may be stored temporarily in front or street side yards for no longer than 72 hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front line of the main building and at least 8 feet from the street right-of-way line and if enclosed with a 6 foot high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in the R-2.5 Zone except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than 7 days per calendar year.

17.36.050 DEVELOPMENT REVIEW

Uses proposed in R-2.5 Zones may only be established in conformance with development review procedures of the City. Applicants shall follow the procedures and requirements of the South Jordan Municipal Code regarding development review in the preparation and review of development proposals in R-2.5 Zones. All uses shall be conducted according to the approved plan, map or plat and any conditions of approval. Plans, maps or plats may not be altered without prior approval of the City except as allowed under Utah State law.

17.36.060 LOT AREA

The minimum area of any lot or condominium private ownership space (unit in which building dimensions are not recorded) in R-2.5 Zones shall be 14,520 square feet except where smaller lots or units are allowed in a P.U.D. or condominium in which case the minimum lot or unit size shall be 10,000 square feet. Every portion of a parcel being subdivided or recorded as a condominium shall be included as a lot or lots in the proposed subdivision plat or as common, limited common or private ownership area in a condominium.

17.36.070 LOT DENSITY

The maximum gross density in any residential development in R-2.5 Zones shall be no more than 2.5 lots or condo units per acre.

17.36.080 LOT WIDTH AND FRONTAGE

Each lot or parcel in the R-2.5 Zone shall have a minimum width of 90 feet measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line. Each lot or parcel, except in condominiums and P.U.D.'s, shall abut the right-of-way line of a public street a minimum distance of 90 feet except that lots with side property lines which diverge at an angle of at least 20 degrees shall abut the right-of-way a minimum distance of 50 feet.

17.36.090 PRIOR CREATED LOTS

Lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of an R-2.5 Zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this Chapter.

17.36.100 LOT COVERAGE

A maximum of 40% of the area of lots or private ownership areas in R-2.5 Zones may be covered by buildings.

17.36.110 YARD REQUIREMENTS-MAIN AND ACCESSORY BUILDINGS

The following yard requirements shall apply in R-2.5 Zones. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots or from the boundaries of private ownership areas in condominiums. A zoning permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

1. Minimum yard requirements for main buildings are as follows:
   a) Front yard, interior and corner lots: 30 feet
   b) Front yard, cul-de-sac lot adjacent to turnaround: 25 feet
   c) Side yard, interior lots: 10 feet.
   d) Side yard, corner lots: 10 feet on the side adjoining another lot, 30 feet on the side adjoining the street, 35 feet on the side adjoining a collector street
   e) Rear yard, interior lot: 25 feet.
   f) Rear yard, corner lot: 10 feet.
2. Minimum yard requirements for accessory buildings are as follows:
   a) Accessory buildings may not be located between a street and the front building line of a main building.
   b) Side yard accessory building. An accessory building may be located in a side yard no closer than 10 feet from the side property line or boundary and no closer than 6 feet from the dwelling or main building.
   c) Street side yard accessory building-corner lot. An accessory building may be located between a street and the side of the dwelling or main building on a corner lot but not within the required minimum main building side yard and no closer than 6 feet from the dwelling or main building.
   d) Rear yard accessory building. An accessory building may be located in a rear yard no closer than 6 feet from the dwelling or main building and no closer than 3 feet from the side or rear property line or boundary except as required in (e) below.
   e) The minimum setback from property lines or boundaries for accessory buildings or structures exceeding 16 feet in height shall be increased by 1 foot for each foot of building height in excess of 16 feet.

3. All buildings shall be separated by a minimum distance of 6 feet.

17.36.120 PROJECTIONS INTO YARDS

The following may be erected on or projected into any required yard space in R-2.5 Zones.

1. Fences and walls in conformance with City Ordinances.
2. Agricultural crops and landscape elements including trees, shrubs and other plants.
3. Utility or irrigation equipment or facilities.
4. Decks not more than 2 feet in height.
5. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to the building extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.
6. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding 8 feet wide and extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.

17.36.130 PARKING AND ACCESS

Parking areas and vehicle access in R-2.5 Zones shall meet requirements of Chapter 16.26 of the South Jordan Municipal Code.

16.36.140 FENCING, SCREENING AND CLEAR VISION

The following fencing, screening and clear vision requirements shall apply in R-2.5 Zones. A permit shall be obtained from the Community Development Department prior to construction of any fence in the R-2.5 Zone. An application form and the location, height and description of the proposed fence shall be submitted for review.

1. Utility screening. In non-single family residential developments requiring conditional use approval in R-2.5 Zones, all mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings.
2. Incompatible land use screening. Incompatible land uses including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as determined with development approval.
3. Rear and side yard fencing. A maximum 6 foot high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.

4. Front yard fencing. A maximum 4 foot high, non-visually obscuring decorative wrought iron, simulated wrought iron or vinyl fence may be constructed along a side lot line to the right-of-way line or sidewalk of a neighborhood street except as regulated in clear vision areas. A masonry or solid vinyl fence or hedge may also be used along side lot lines to the right-of-way or sidewalk but may not exceed 3 feet in height. Only a maximum 4 foot high decorative wrought iron or simulated wrought iron fence may be constructed between a dwelling and the front lot line or sidewalk adjoining a collector street. Brick pillars may be used as an alternative to metal fence posts. Brick pillars may not exceed 18 inches square or be closer than 8 feet on center. Posts or pillars may not extend higher than 4 inches above the 4 foot fence panel.
5. Clear vision. Landscape materials, except for mature trees which are pruned at least 7 feet above the ground, and fences shall not exceed 2 feet in height within a 10 foot triangular area formed by the edge of a driveway and the street right-of-way line or within a 30 foot triangular area formed by the right-of-way lines of intersecting streets.
6. Collector street fencing. Any single family residential rear or side yard fence erected or maintained roughly parallel to and within 20 feet of a collector or arterial street right-of-way in R-2.5 Zones shall be constructed according to standards found in Section 16.04.200 of Title 16 of the Municipal Code.

17.36.150 ARCHITECTURAL STANDARDS

The following exterior materials and architectural standards are required in R-2.5 Zones.

1. Each dwelling in R-2.5 Zones shall be constructed with brick or stone in the minimum amount of 2' times (x) the perimeter of the foundation (including garage). Dwellings shall be constructed with minimum 5:12 roof pitch and a minimum 2-car garage (min. 22' x 22').
2. All building materials shall be high quality, durable and low maintenance.
3. Signs shall meet requirements of Chapter 16.36 of the Municipal Code and shall be constructed of materials which are consistent with the buildings which they identify.
4. The minimum total floor area, finished and unfinished, of any single family dwelling in R-2.5 Zones shall be 2400 square feet.
5. Main buildings in R-2.5 Zones may not exceed 35 feet in height. Accessory buildings may not exceed 25 feet in height.
6. The exteriors of buildings in the R-2.5 Zone shall be properly maintained by the owners.
7. Attached garages on single family residential corner lots may be located on the interior side of the lot or on the street side of the lot only if the garage is accessed directly from the side street.

17.36.160 LANDSCAPING REQUIREMENTS

The following landscaping requirements shall apply in the R-2.5 Zones.

1. The front and street side yards of single family lots shall be landscaped and properly maintained with lawn or other acceptable plant material unless otherwise approved with a conditional use permit.
2. All areas of P.U.D., condominium and non-residential developments not approved for parking, buildings, recreation facilities, access or other hard surfacing or otherwise exempted with development approval, shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.
3. In P.U.D., condominium and non-residential developments, a minimum of one tree per 1000 square feet, or part thereof, of landscaped area, excluding landscaped sports or play areas, is required. A minimum of 30% of required trees shall be minimum 7' evergreens. Deciduous trees shall be minimum 2" caliper. Deciduous and evergreen trees need not be equally spaced except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.
4. All collector street and other public and private park strips in R-2.5 Zones shall be improved and maintained by the adjoining owners according to specifications adopted by the City unless otherwise allowed with development approval.
5. In non-residential developments in R-2.5 Zones, the following landscaping requirements shall apply.
   a.) Curbed planters with 2" or larger caliper shade trees and grass, shrubs or groundcover shall be installed at the ends of parking rows. Planters shall be at least 5' wide.
   b.) Minimum 5' wide landscaped planters shall be provided along street sides of building foundations except at building entrances.
   c.) All landscaped areas shall be curbed.
6. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any areas so included and perpetually preserved may be counted toward required open space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.
7. All required landscaping in yard areas and open spaces shall be installed (or escrowed on a case by case basis) prior to occupancy.
8. All landscaped areas, including adjoining public right-of-way areas not maintained by the City, shall be properly irrigated and maintained by the owners.
9. Required trees may not be topped nor may any required landscape material be removed in R-2.5 Zones without City approval. Any dead plant material shall be replaced in accordance with the requirements of this Chapter and the conditions of site plan or plat approval.

17.36.170 LIGHTING

The following lighting requirements shall apply in R-2.5 Zones.

1. A lighting plan shall be submitted with all new developments in R-2.5 Zones. Where required by the City, lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
2. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
3. Lighting fixtures on public property shall be architectural grade. A single street light type, approved by the City Council and City Engineer, will be used on the same street.

17.36.180 PLANNED UNIT DEVELOPMENT OR CONDOMINIUM

As used in this Chapter, Planned Unit Development (P.U.D.) or condominium shall mean a single family residential development in the R-2.5 Zone which meets the requirements of this Section as well as other pertinent provisions of this Title.

1. A P.U.D. or condominium may be allowed only with a conditional use permit in the R-2.5 Zone. Uses allowed in a P.U.D. or condominium shall be the same as those allowed in the R-2.5 Zone.
2. Each P.U.D. or condominium shall contain a minimum of 20 acres.
3. Any open space provided within a P.U.D. or condominium shall be labeled and recorded as common area to be jointly owned and maintained as permanent common farmland, landscaped open space and/or recreation by the owners. Private yard areas may not be counted as open space. The City may determine the location of open space in the P.U.D. or condominium in consideration of topography, drainage or other land features. The City may also determine the acceptability of proposed recreational amenities. The City may require a cash bond or a letter of credit to guarantee installation of the open space improvements.
4. The following standards shall apply in P.U.D.'s. and condominiums.
   a) A consistent architectural theme for all buildings, landscaping, streetscape, signs, street furniture, lighting, fencing and other design components shall be provided for review and applied throughout the P.U.D. or condominium.
   b) Each dwelling shall contain a total of at least 3600 square feet of floor area and a minimum 22' x 22' two-car garage.
   c) All buildings shall be constructed with minimum 6:12 roof pitches.
   d) All dwellings shall be constructed of brick or stone in the minimum amount of 3 feet times (x) the perimeter of the foundation (including garage).
5. The minimum yard, width and frontage requirements of lots and units in the R-2.5 Zones may be altered in a P.U.D. or condominium.

17.36.190 OTHER REQUIREMENTS

The following requirements shall apply in R-2.5 Zones.

1. Developers of condominium or P.U.D. projects shall submit a proposed declaration of covenants to the City Attorney for review, including an opinion of legal counsel licensed to practice law in Utah that the condominium or P.U.D. meets requirements of Utah State law, and record the covenants with the condominium or P.U.D. plat for the project.
2. All improvements in P.U.D.'s and other developments, including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned by the homeowners and maintained by the owners or their agents through a special taxing district or owners association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.
3. All development shall be graded according to the City's engineering and building requirements to provide adequate drainage. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
4. All private areas of lots or parcels shall be properly maintained by the owners.
6. A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.

CHAPTER 17.24 AGRICULTURAL A-5 ZONE

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17.24.010 PURPOSE

The Agricultural A-5 Zone, (minimum 5 acre lot) may be cited as the "A-5 Zone" and is established to allow for the continuation of agriculture in an expanding urban community and to complement the existing rural residential environment in South Jordan. The regulations of this Chapter are intended to allow for the orderly expansion of residential and commercial developments into agricultural lands while encouraging compatibility of new growth with existing agricultural uses.

17.24.020 PERMITTED USES

The following uses may be conducted in the A-5 Zone as limited herein.

Single family dwelling, detached, maximum one per lot or parcel
Crop production, horticulture
Farm animals as regulated in Section 17.24.130 below
Agricultural and residential accessory uses and buildings
Agricultural buildings not exceeding 5000 sq. ft.
Produce stand, maximum 300 square feet, maximum one per parcel or lot for selling only produce grown on the premises
Household pets not exceeding 2 per species over the age of 4 months per dwelling
Home occupations according to City Ordinances
Residential facility for disabled persons as required by State law

17.24.030 CONDITIONAL USES

A conditional use permit may be issued for the following uses in the A-5 Zone.

Animal husbandry, unique or exotic animal specialties or other animal uses not otherwise regulated by this Chapter
Household pets, maximum 1 additional per dwelling regardless of species
Religious activities
Educational activities
Residential facility for elderly persons as required by State law
Group day care facility on minimum 1 acre lot
Building other than single family dwelling as a main building on the lot
Agricultural buildings exceeding 5000 sq. ft. in area
Commercial or public corrals, arenas, stables, silos, barns, equestrian or rodeo facilities and other commercial agricultural related structures and uses
Nature or zoological exhibits
Cultural exhibits and activities
Golf courses and driving ranges
Parks and recreational activities
Public facilities

17.24.040 USE REGULATIONS

Uses may be conducted in the A-5 Zone only in accordance with the following regulations.

1. Only allowed permitted, conditional or accessory uses as set forth in this Chapter may be conducted in the A-5 Zone. A conditional use permit must be obtained prior to the establishment of a conditional use.
2. Accessory uses may be conducted in the A-5 Zone only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, caretakers, nurses, nannies, maids, barns, garages, silos, corrals, sheds, stables, paddocks, swimming pools, recreational equipment, greenhouses, windmills, wells and water storage facilities and other structures and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.
3. There shall be no open storage of trash, debris, used materials or commercial goods or wrecked or neglected materials, equipment or vehicles in the A-5 Zone.
4. It shall be unlawful to park, store, or leave, or to permit the parking, storing or leaving of any vehicle of any kind or part(s) thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, whether attended or not, upon any private or public property within the A-5 Zone for longer than seventy-two (72) hours, except that up to two (2) such vehicles or parts thereof may be stored completely within an enclosed building or within an opaque fence enclosure which is completely screened from view of public streets and neighboring properties.

5. No commercial vehicle or commercial earth moving or material handling equipment shall be parked or stored in the A-5 Zone except in conjunction with temporary development or construction activities or in conjunction with an approved use which requires such vehicles. Commercial vehicles shall include semi trucks and trailers, trucks and trailers equaling or exceeding 8,000 lb. curb weight, delivery vehicles, dump trucks, back hoes, graders, loaders, farm implements, cement trucks, bulldozers, belly dumps and scrapers, forklifts or any similar vehicle or apparatus.
6. Water craft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an A-5 Zone except that said vehicles may be stored temporarily in front or street side yards for no longer than 72 hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front line of the main building and at least 8 feet from the street right-of-way line and if enclosed with a 6 foot high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in the A-5 Zone except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than 7 days per calendar year.

17.24.050 DEVELOPMENT REVIEW

Uses proposed in A-5 Zones may only be established in conformance with development review procedures of the City. Applicants shall follow the procedures and requirements of the South Jordan Municipal Code regarding development review in the preparation and review of development proposals in A-5 Zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the City except as allowed under Utah State law.

17.24.060 LOT AREA

The minimum area of any lot or parcel in the A-5 Zone shall be 5 acres. Every portion of a parcel being subdivided shall be included as a lot or lots in the proposed subdivision plat.

17.24.070 LOT WIDTH AND FRONTAGE

Each lot in the A-5 Zone shall have a minimum width of 100 feet measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line. Each lot or parcel shall abut the right-of-way line of a public street a minimum distance of 100 feet except that lots with side property lines which diverge at an angle of at least 20 degrees shall abut the right-of-way a minimum distance of 60 feet.

17.24.080 PRIOR CREATED LOTS

Lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of an A-5 Zone shall not be denied a building permit solely for reason of nonconformance with the parcel requirements of this Chapter.

17.24.090 DWELLING DENSITY

Only one single-family dwelling may be placed upon a lot or parcel of land in the A-5 Zone.

17.24.100 LOT COVERAGE

A maximum of 20% of the area of lots or parcels in the A-5 Zone may be covered by buildings.

17.24.110 YARD REQUIREMENTS-MAIN AND ACCESSORY BUILDINGS

The following yard requirements shall apply in A-5 Zones. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots. A zoning permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

1. Minimum yard requirements for main buildings are as follows:
   a) Front yard, interior and corner lots: 30 feet.
   b) Front yard, cul-de-sac lot adjacent to turnaround: 25 feet
   c) Side yard, interior lots: 10 feet.
   d) Side yard, corner lots: 10 feet on the side adjoining another lot, 30 feet on the side adjoining the street
   e) Rear yard, interior lot: 25 feet.
   f) Rear yard, corner lot: 10 feet.
2. Minimum yard requirements for accessory buildings are as follows:
   a) Accessory buildings may not be located between a street and the front building line of a main building.
   b) Side yard accessory building. An accessory building may be located in a side yard no closer than 10 feet from the side property line or boundary and no closer than 6 feet from the dwelling or main building.
   c) Street side yard accessory building-corner lot. An accessory building may be located between a street and the side of the dwelling or main building on a corner lot but not within the required minimum main building side yard and no closer than 6 feet from the dwelling or main building.

d) Rear yard accessory building. An accessory building may be located in a rear yard no closer than 6 feet from the dwelling or main building and no closer than 3 feet from the side or rear property line or boundary except as required in (e) below.
e) The minimum setback from property lines or boundaries for accessory buildings or structures exceeding 16 feet in height shall be increased by 1 foot for each foot of building height in excess of 16 feet.

3. All buildings shall be separated by a minimum distance of 6 feet.
4. Buildings used for the housing or shelter of animals shall be located a minimum distance of 40 feet from any dwelling or street right-of-way line.

17.24.120 PROJECTIONS INTO YARDS

The following may be erected on or projected into any required yard space in A-5 Zones.

1. Fences and walls in conformance with City Ordinances.
2. Agricultural crops and landscape elements including trees, shrubs and other plants.
3. Utility or irrigation equipment or facilities.
4. Decks not more than 2 feet in height.
5. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to the building extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.
6. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding 8 feet wide and extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.

17.24.130 FARM ANIMALS

Animals totaling no more than 30 points per half acre, according to the point values listed below, may be kept in A-5 Zones. Other animals approved with a conditional use permit shall be assigned point values. Farm animals may not be kept on lots or parcels less than one-half acre in area. Animal points shall not be granted for smaller than one-half acre increments. Offspring of allowed animals on the premises not exceeding 6 months of age are not regulated under this section.

Horses, cattle:	20 points each
Sheep, goats	5 points each
Chickens, ducks, geese, rabbits	2 points each

17.24.140 PARKING AND ACCESS

Parking areas and vehicle access in A-5 Zones shall meet requirements of Chapter 16.26 of the South Jordan Municipal Code.

17.24.150 FENCING, SCREENING AND CLEAR VISION

The following fencing, screening and clear vision requirements shall apply in A-5 Zones. A permit shall be obtained from the Community Development Department prior to construction of any fence in the A-5 Zone. An application form and the location, height and description of the proposed fence shall be submitted for review.

1. Utility screening. In non-single family residential developments requiring conditional use approval in A-5 Zones, all mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings.
2. Incompatible land use screening. Incompatible land uses including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as determined with development approval.
3. Rear and side yard fencing. A maximum 6 foot high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.
4. Front yard fencing. A maximum 4 foot high, non-visually obscuring decorative wrought iron, simulated wrought iron or vinyl fence may be constructed along a side lot line to the right-of-way line or sidewalk of a neighborhood street except as regulated in clear vision areas. A masonry or solid vinyl fence or hedge may also be used along side lot lines to the right-of-way or sidewalk but may not exceed 3 feet in height. Only a maximum 4 foot high decorative wrought iron or simulated wrought iron fence may be constructed between a dwelling and the front lot line or sidewalk adjoining a collector street. Brick pillars may be used as an alternative to metal fence posts. Brick pillars may not exceed 18 inches square or be closer than 8 feet on center. Posts or pillars may not extend higher than 4 inches above the 4 foot fence panel.
5. Clear vision. Landscape materials, except for mature trees which are pruned at least 7 feet above the ground, and fences shall not exceed 2 feet in height within a 10 foot triangular area formed by the edge of a driveway and the street right-of-way line or within a 30 foot triangular area formed by the right-of-way lines of intersecting streets.
6. Collector street fencing. Any single family residential rear or side yard fence erected or maintained roughly parallel to and within 20 feet of a collector or arterial street right-of-way in A-5 Zones shall be constructed according to standards found in Section 16.04.200 of Title 16 of the Municipal Code.

17.24.160 ARCHITECTURAL STANDARDS

The following exterior materials and architectural standards are required in A-5 Zones.

1. Each dwelling in A-5 Zones shall be constructed with brick or stone in the minimum amount of 2' times (x) the perimeter of the foundation (including garage). Dwellings shall be constructed with minimum 5:12 roof pitch and a minimum 2-car garage (minimum 22' x 22').

2. All building materials shall be high quality, durable and low maintenance.
3. Buildings in A-5 Zones may not exceed 35 feet in height except for structures not intended for human occupancy.
4. Signs shall meet requirements of Chapter 16.36 of the Municipal Code and shall be constructed of materials which are consistent with the buildings which they identify.
5. The minimum floor area, finished and unfinished, of any single family dwelling in A-5 Zones shall be 2400 square feet.
6. The exteriors of buildings in the A-5 Zone shall be properly maintained by the owners.
7. Attached garages on single family residential corner lots may be located on the interior side of the lot or on the street side of the lot only if the garage is accessed directly from the side street.

17.24.170 LANDSCAPING

The following landscaping requirements shall apply in A-5 Zones.

1. The front and side yards of lots shall be landscaped and properly maintained with lawn and other acceptable plant material unless otherwise approved with a conditional use permit.
2. All areas of non-residential developments not approved for parking, buildings, recreation facilities, access or other hard surfacing or otherwise exempted with development approval, shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.
3. In non-residential developments, a minimum of one tree per 1000 square feet, or part thereof, of landscaped area, excluding landscaped sports or play areas, is required. A minimum of 30% of required trees shall be minimum 7' evergreens. Deciduous trees shall be minimum 2" caliper. Deciduous and evergreen trees need not be equally spaced except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.
4. All collector street and other public and private park strips in A-5 Zones shall be improved and maintained by the adjoining owners according to specifications adopted by the City unless otherwise allowed with development approval.
5. In non-residential developments in A-5 Zones, the following landscaping requirements shall apply.
   a.) Curbed planters with 2" or larger caliper shade trees and grass, shrubs or groundcover shall be installed at the ends of parking rows. Planters shall be at least 5' wide.
   b.) Minimum 5' landscaped planters shall be provided along street sides of building foundations except at building entrances.
   c.) All landscaped areas shall be curbed.

6. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.
7. All required landscaping in yard areas and open spaces shall be installed (or escrowed on a case by case basis) prior to occupancy.
8. All landscaped areas, including adjoining public right-of-way areas not maintained by the City, shall be properly irrigated and maintained by the owners.
9. Required trees may not be topped nor may any required landscape material be removed in A-5 Zones without City approval. Any dead plant material shall be replaced in accordance with the requirements of this Chapter and the conditions of site plan or plat approval.

17.24.180 LIGHTING

The following lighting requirements shall apply in A-5 Zones.

1. A lighting plan shall be submitted with all new developments in A-5 Zones. Where required by the City, lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
2. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
3. Lighting fixtures on public property shall be architectural grade. A single street light type, approved by the City Engineer, will be used on the same street.

17.24.190 OTHER REQUIREMENTS

The following requirements shall apply in A-5 Zones.

1. All developments shall be graded according to the City's engineering and building requirements to provide adequate drainage. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
2. All areas of lots shall be properly maintained by the owners.
3. A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.

2005-045

PURCHASE AND SALE AGREEMENT

DATE: May 19, 2005

PARTIES: SOUTH JORDAN CITY, a Utah municipal corporation, or its assignee ("Seller"), and

ARBOR GARDNER LLC, a Utah limited liability company, or its assignee ("Buyer")

SUBJECT PROPERTY: 39.8 acres of undeveloped real property generally located at approximately 692 West 104th South in the City of South Jordan, Salt Lake County, Utah.

RECITALS

A. Seller is the record owner of the Property (as defined below) and has offered Buyer the opportunity of purchasing the Property upon the terms and conditions set forth in this Agreement.

B. Buyer desires to acquire the Property upon the terms and conditions set forth in this Agreement.

C. Seller and Buyer desire to set forth in this Agreement the terms and conditions relating to the purchase by Buyer of the Property.

AGREEMENTS AND COVENANTS

NOW, THEREFORE, in consideration of the premises and the covenants of Seller and Buyer set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree and covenant as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Agreement" means this Purchase and Sale Agreement.

(b) "Business Day" means a day other than a Saturday, Sunday, or a day which banking institutions in Salt Lake City, Utah are authorized or required by law or executive order to be closed.

(c) "City" means the City of South Jordan, a Utah municipal corporation.

(d) "Closing" means the consummation of the transactions contemplated by this Agreement pursuant to Section 7 as either the First Closing or a Subsequent Closing.

(e) "Closing Date" means the date on which the Closing occurs, as established pursuant to Section 7.

(f) "Conditions Precedent" is defined in Section 8.

(g) "Development Agreement" is defined in Section 5.1.

(h) "Down Payment" is defined in Section 3.

(i) "Final Plat(s)" means the final subdivision plats for the Property.

(j) "Investigation Period" means the period commencing upon execution of this Agreement and continuing until the Plat Approvals. During the Investigation Period, Buyer shall have the opportunity to investigate the Property pursuant to Sections 4 and 8 and to conduct such due diligence with respect to the Property as Buyer determines is necessary.

(k) "Opening of Escrow" means the date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement and delivery of the Down Payment to Seller.

(l) "Parties" means Seller and Buyer.

(m) "Party" means Seller or Buyer.

(n) "Permitted Exceptions" means the liens and encumbrances described on the attached Exhibit "A."

(o) "Plat Approvals" is defined in Section 5.

(p) "Property" means that certain real property identified on Exhibit "B" hereto, together with all and any rights and appurtenances pertaining to such real property, including all easements, air, water, water rights, stock, or other evidence of ownership of interest in water or irrigation companies pertaining to water which is appurtenant to the real property described on Exhibit "B", or which has been used upon such property and all tenements, hereditaments, privileges, and appurtenances thereunto belonging, any other rights or appurtenances to such real property, including any right, title, or interest of the Seller in and to adjacent streets, easements, alleys, rights-of-way, river beds,

etc., and all improvements, structures, and fixtures situated upon such real property.

(q) "Purchase Price" is defined in Section 3.

(r) "Title Commitment" means a commitment of the Title Company to issue the Title Insurance Policy.

(s) "Title Company" means [Surety Title, whose address is 1665 West 10600 South, South Jordan UT 84095.

(t) "Title Insurance Policy" is defined in Section 8.3.

2. Offer and Acceptance. Seller shall convey the Property to Buyer and Buyer shall purchase the Property, all upon the terms and conditions set forth in this Agreement.

3. Purchase Price. The purchase price for the Property shall be equal to Three Million Three Hundred Thirty thousand Dollars ($3,330,000.00) (the "Purchase Price"). The Purchase Price is determined based upon Seller's delivery to Buyer of not less than 39.8 acres. The Purchase Price shall be paid as follows:

Upon execution of this Agreement, Buyer shall deposit with the Title Company cash or other immediately available funds in the amount of Five Thousand and 00/100 Dollars ($5,000.00) (the "Down Payment"). The Down Payment shall be applied to the Purchase Price paid at the Closing. Any accrued interest earned on the Down Payment shall be paid to the Party entitled to receive the Down Payment hereunder. Except as specifically provided herein, the Down Payment shall be fully non-refundable to Buyer from and after the close of the Investigation Period. In the event of an undisputed Buyer default hereunder, Buyer hereby irrevocably authorizes and instructs the Title Company to immediately deliver the Down Payment and any accrued interest thereon to Seller. In the event that the Title Company requires further instructions and/or indemnifications in order to deliver the Down Payment to Seller in the event of an undisputed Buyer default, Buyer shall immediately execute and deliver to the Title Company such instructions or indemnifications. Written notice to the Title Company from Seller certifying that a Buyer default has occurred and identifying the nature of said default shall be sufficient evidence to justify the Title Company's delivery of the Down Payment to Seller, so long as Buyer does not dispute such position.

(a) At the Closing, Buyer shall deliver to Seller the balance of the Purchase Price in cash.

4. Inspection–Investigation Period. Buyer and its authorized representatives shall, upon reasonable notice to Seller and at reasonable times during the Investigation Period, have access on and to the Property for the purpose of investigating all matters pertaining to the transaction contemplated by this Agreement and as otherwise needed for surveys, inspections,

examinations, and review of the Permitted Exceptions and other matters (the cost of any and all such reports, inspections or studies to be paid by Buyer). To the extent that Buyer damages or disturbs the Property as a consequence of such access, Buyer shall return such real property to substantially the same condition that existed prior to Buyer's (or its representatives') investigations. Buyer shall indemnify, hold harmless, and defend Seller from and against all losses, actual damages, claims, actions, costs, or expenses that are caused by any act or omission of Buyer or Buyer's representatives during such access. Buyer's obligations under the previous sentence shall survive the Closing or earlier termination of this Agreement.

5. Plat Approvals. Buyer shall, at its sole cost and expense, design and complete the engineering work necessary in connection with the processing and approval of preliminary and final plats for the Property (the "Plat Approvals"). The Parties expressly agree that the Plat Approvals shall be deemed to have been obtained upon approval of final plats for the Property (the "Final Plats").

(a) As an integral part of the plat approval the parties agree that:

(i) The overall development density on the plat shall not be greater or less than the City's current R-2.5 zoning density.

(ii) The Buyer shall build, install and construct the projects road entrance with an applicable support wall.

(b) The seller shall provide to Buyer a road right-of-way to the Buyer's development through the seller's Mulligans Golf course.

(c) The seller shall provide as much clean fill dirt as is reasonably possible, at no cost to the Buyer. Said fill dirt amounts include such dirt as has been place upon the project in to by the City's designee and to be place upon the site by the City's designee. The fill dirt being placed upon the site is being drawn for a certain water tank project currently under construction.

6. Reimbursement of Certain Engineering Costs. Seller has previously completed or caused to be completed certain engineering with respect to the Property. Buyer hereby agrees to reimburse the Seller for the cost of such engineering in an amount not to exceed Eighty Thousand and 00/100 Dollars ($80,000.00), said reimbursement to be paid together with the portion of the Purchase Price paid at the Closing.

7. Closing. The Closing shall occur at the offices of the Title Company in Salt Lake County, State of Utah, on or before 5:00 PM June 30, 2005, provided the Buyer has received preliminary plat approval by the South Jordan Planning Commission by said date. In the event the Buyer has not received said preliminary plat approval by said date, then the closing shall take place within 10 days of said preliminary plat approval.

(a) At the Closing, Buyer shall:

(i) Pay the Purchase Price in accordance with the amounts set forth in Section 3 hereof; and

(ii) Pay all recording fees related to the Closing except for encumbrance or lien releases, which shall be paid by Seller.

(b) At the Closing, Seller shall:

(i) Convey title to the Property being conveyed to Buyer by executed special warranty deed subject to the Permitted Exceptions, those matters arising by, through, or under Buyer, any matters arising pursuant to the Plat Approvals, and to those matters which would be disclosed by an accurate survey or physical inspection of the Property; and

(ii) Provide Buyer with the Title Insurance Policy in the full amount of the Purchase Price for the Property being purchased effective as of the Closing, insuring Buyer that fee simple title to the Property being conveyed as of the Closing is vested in Buyer subject only to the Permitted Exceptions, to matters arising by, through or under Buyer, any matters arising pursuant to the Plat Approvals, and to those matters which would be disclosed by an accurate survey or physical inspection of the Property. Seller shall pay the cost to obtain a standard Title Insurance Policy and the cost of any endorsements offered by Seller as a cure for any Title Objections made by Buyer, and Buyer shall pay the difference between the cost of a standard Title Insurance Policy and an extended Title Insurance Policy and for any endorsements requested by Buyer.

(c) At Closing, Seller and Buyer shall each pay one-half (½) of the escrow fees of the Title Company. If the applicable Closing does not occur because of Seller's default, Seller shall be liable for all customary escrow cancellation charges. If the applicable Closing does not occur because of Buyer's default, Buyer shall be liable for all customary escrow cancellation charges. If the applicable Closing does not occur because of a failure of a Condition Precedent, Seller shall pay all customary escrow cancellation charges.

(d) All items of income and expense in respect of the Property, including, without limitation, rents, insurance premiums, and real estate taxes and assessments (except for green belt rollback taxes), shall be prorated between Seller and Buyer as of the applicable Closing Date, based upon the latest available information. From and after the Closing Date, Buyer shall be solely responsible for real estate taxes and assessments for the Property conveyed at the applicable Closing. At the Closing, Seller shall pay any greenbelt rollback taxes that may become due with respect to the portion of the Property conveyed at such Closing. Any other Closing costs shall, to the extent not previously paid, be paid by Buyer and Seller according to the usual and customary practice of the Title Company.

(e) Seller agrees that all Closing prorations and costs payable by Seller shall be deducted from Seller's proceeds at the Closing. On or before the Closing, Buyer agrees to deposit with the Title Company cash in an amount sufficient to pay the portion of the Purchase Price due at the Closing.

8. Buyer's Conditions Precedent. Buyer may elect not to proceed with the purchase and sale transaction and shall be entitled to a return of the Down Payment if the following matters are not completed to Buyer's satisfaction within the time frames set forth below.

8.1 Commitment for Title Insurance. Promptly following Opening of Escrow, Title Company shall issue and deliver to Buyer and Seller a commitment for title insurance with respect to the Property disclosing all matters of record and other matters of which Title Company has knowledge that relate to the title to the Property, detailing Title Company's requirements for Closing, committing to issue to Buyer an extended coverage owner's policy of title insurance with respect to the Property, and providing legible copies of all instruments referred to in the commitment (collectively, the "Commitment").

8.2 Amendments to Commitment. If the Commitment is amended by Title Company, Title Company shall immediately deliver to Buyer and Seller the amendment and provide legible copies of all additional instruments referred to in the amendment (collectively, the "Amendment").

8.3 Title Insurance Policy. At each Closing, Escrow Agent shall commit to issue to and in favor of Buyer an extended coverage owner's policy of title insurance with respect to the applicable portion of the Property, including any endorsements Buyer may require as a result of Buyer's due diligence, in the amount of the Purchase Price for the portion of the Property to be conveyed, effective on the Closing Date, insuring fee simple title to the portion of the Property conveyed in Buyer, subject only to the Permitted Exceptions (the "Title Insurance Policy") to matters arising by, through or under Buyer, any matters arising pursuant to the Plat Approvals, and to those matters which would be disclosed by an accurate survey or physical inspection of the Property.

8.4 Survey. Seller shall deliver any existing ALTA/ACSM Land Title Survey of the Property or larger parcel of property of which the Property is a part, within five (5) days after the Opening of Escrow (the "Survey"). Buyer may order an update of the Survey, and Seller shall cooperate with Buyer in relation thereto.

8.5 Plat Approvals. Seller shall have obtained the Plat Approvals with respect to the Property prior to the Closing.

8.6 Fill Dirt. Seller shall provide to Buyer all the fill dirt from Seller's water tank excavation project, delivered to the property as part of this purchase and sale agreement.

9. Possession. Possession of the applicable portion of the Property shall be delivered to Buyer at the applicable Closing.

10. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

10.1 Litigation. There is no pending or, to Seller's actual knowledge, threatened litigation or administrative proceeding affecting Seller or the Property.

10.2 Authorization. The execution and delivery of, and Seller's performance under, this Agreement is within Seller's powers and has been duly authorized by all requisite actions. This Agreement constitutes a binding obligation of Seller.

10.3 Liens. At the Closing there will be no unpaid charges, debts, liabilities, claims, or obligations arising from the ownership or operation of the Property that could give rise to any mechanics' or materialman's liens against the Property.

10.4 Organization and Standing. Seller has full power and authority to enter into this Agreement and complete the purchase and sale transaction. Further, the person signing on behalf of Seller is authorized by Seller to sign this Agreement.

10.5 Title. There are no unrecorded agreements, leases, liens or encumbrances that may affect title to the Property.

10.6 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

10.7 Other Agreements. Neither the execution and delivery of this Agreement nor the consummation of the purchase and sale transaction will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound or affected or that affects the Property or any part thereof. Seller has not entered into any agreement or contract with respect to the Property or granted any interest in the Property that is inconsistent with Seller's obligation to convey to Buyer good and marketable fee simple title to the Property subject only to the Permitted Exceptions. Seller shall not, prior to any termination of this Agreement, enter into or execute any easement, encumbrance, lease, or other agreement with respect to the Property without Buyer's prior written consent. Seller shall not, prior to termination of this Agreement, execute and record or consent to any declaration of covenants, conditions and restrictions or other similar document with respect to the Property without Buyer's prior written consent.

10.8 No Condemnation, Moratoria or Violations. Seller has not received notice of any pending or threatened condemnation affecting the Property, any moratorium on building on the Property, or any violation with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

10.9 Improvement Lien Assessments. Seller has not received notice of any intended public improvements that will result in any condemnation or taking of all or a portion of any Property or of any special assessments, levies, taxes or other charges being assessed against any Property that will impose a lien upon the Property. Seller has not received notice of any special assessments pending or threatened against or with respect to the Property on account of or in connection with streets, roads or any other public improvements including, but not limited to, storm and sanitary sewer, water or other utility lines, curbs, gutters, drainage facilities, sidewalks, lighting and the like.

10.10 No Default. Seller is not in default under the terms of any written agreement by Seller pertaining to the Property, nor has any event occurred that, with notice or passage of time, or both, would constitute a default by Seller under any agreement, nor has Seller received notice of any default under any agreement or encumbrance to which the Property, or any portion of the Property, is subject.

10.11 Environmental. Based upon Seller's current actual knowledge, Seller has no actual knowledge of the presence or existence of any Hazardous Materials (as defined below) or petroleum underground storage tanks on or near the Property that would necessitate or require remediation, cleanup or any other action in accordance with any Environmental Laws (as defined below). To Seller's current actual knowledge, the Property is in compliance with the provisions of all Environmental Laws and all permits, licenses or other approvals issued thereunder, and to Seller's actual knowledge, prior to the date of this Agreement, the Property has been used in compliance with Environmental Laws. To Seller's actual knowledge, all permits, licenses and other approvals required under Environmental Laws have been obtained for the Property. Seller has not at any time used, stored or kept at the Property any Hazardous Materials, except in compliance with all Environmental Laws, and to Seller's current actual knowledge, no Hazardous Materials have been used, stored or kept at the Property except in compliance with all Environmental Laws. To Seller's current actual knowledge, the Property is not designated by any governmental or quasi-governmental authority as an area subject to environmental or other regulation that would materially affect the use of the Property for single-family residential housing. As used in this Agreement, the term "Hazardous Materials" is defined to include, without limitation, (i) oil hydrocarbons, petroleum, petroleum products or products containing or derived from petroleum; and (ii) any hazardous or toxic waste, substance, material, chemical, gas or particulate matter, as presently defined by or for purposes of any Environmental Laws. As used in this Agreement, the term "Environmental Laws" is defined to include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C.A. Section 300f, et seq.; the Clean Air Act, 42 U.S.C.A. Section 7401, et seq.; Utah Code Annotated; any successor to those laws (in existence on the date this representation is made or updated); any rules, regulations, ordinances, orders or decrees issued pursuant to those laws; any

other Federal, State or local environmental, health or safety statute, ordinance, code, rule, regulation, order or decree as may now or at any later time be in effect regulating, relating to or imposing liability or standards concerning or in connection with hazardous or toxic wastes, substances, materials, chemicals, gases or particulate matter or the emission, discharge, dumping or other release of any substance to the environment; and any common law theory based on nuisance or strict liability.

10.12 Disclosure. Seller has not intentionally withheld from Buyer any information known to Seller affecting or in any way relating to the Property and/or Buyer's ability to develop and use the Property for Buyer's intended purpose.

10.13 Notices. Seller shall, immediately upon receiving notice of any actual or threatened claims or proceedings (i) for the condemnation of the Property or any portion thereof, (ii) arising out of injury or damage to or upon the Property or any portion thereof, (iii) arising out of any violation or threatened violation of applicable laws or regulations relating to or affecting the Property, including but not limited to any violation of an environmental law, or that may result in the liability of the owner or a successor owner of any interest in the Property, (iv) arising out of the imposition of any special assessment, levy or tax, (v) relating to the potential formation of any taxing authority affecting the Property, (vi) that could affect or cloud title to or ownership of the Property, or (vii) that could result in a moratorium against building on the Property, notify Buyer thereof in writing with reference to this paragraph and Buyer's right to cancel as provided below. Prior to the respective Closing, Buyer shall have a period of ten (10) days from receipt of such notice to waive the matter described in the notice or cancel this Agreement and receive a return of the Down Payment (or such portion thereof as remains for Property not previously conveyed by Seller) by written notice to Seller. Failure of Buyer to so notify Seller shall be an automatic cancellation of this Agreement under the preceding sentence.

The foregoing representations, warranties and covenants shall be true, correct and accurate on and as of the date of this Agreement and on and as of each respective Closing Date. All representations, warranties and covenants by Seller set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed, for a period of eighteen (18) months following each respective Closing, as to the Property conveyed at such Closing.

11. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

11.1 The execution and delivery of, and Buyer's performance under, this Agreement are within Buyer's powers and have been duly authorized by all requisite actions. This Agreement constitutes a binding obligation of Buyer.

11.2 Performance of this Agreement by Buyer will not result in any default under, or result in the imposition of any lien or encumbrance upon the Property under, any contract or other agreement that affects Buyer.

11.3 There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under other debtor relief laws contemplated by, pending, or threatened against Buyer.

11.4 Buyer is a validly existing Utah limited liability company and has full power and authority to enter into this Agreement and complete the purchase and sale transaction. Further, the person signing on behalf of Buyer is authorized by Buyer to sign this Agreement.

11.5 Upon Buyer's execution of this Agreement, this Agreement will be binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

11.6 Neither the execution and delivery of this Agreement nor the consummation of the purchase and sale transaction will constitute a breach under any contract or agreement to which Buyer is a party or by which Buyer is bound or affected or that affects the Property or any part thereof.

11.7 Buyer is not in default under the terms of any written agreement by Buyer pertaining to the Property, nor has any event occurred that, with notice or passage of time, or both, would constitute a default by Buyer under any agreement, nor has Buyer received notice of any default under any agreement or encumbrance to which the Property, or any portion of the Property, is subject.

11.8 Buyer has no knowledge of the existence of any criminal or other investigation concerning Buyer that may result in a forfeiture of all or any portion of the Property.

12. Releases from Representations and Warranties. Prior to the close of the Investigation Period and in any event prior to the Closing, Buyer has or shall make such on-site inspections of the Property and review such documents relating to the Property as Buyer deems necessary. Upon each respective Closing, except for the express warranties stated in this Agreement and any Closing documents, Buyer shall accept the Property "As Is" in its present condition without any representation or warranty, either express or implied. Buyer expressly acknowledges that Buyer has not relied on any warranties, promises, understandings or representations, express or implied, of Seller relating to the Property that are not expressly set forth on the face of this Agreement. Buyer acknowledges that any and all engineering data, cost estimates, feasibility or marketing reports, soil reports, or other information of any type which Buyer has received or may receive from Seller or Seller's agents is furnished on the express condition that Buyer shall make an independent verification of the accuracy of such information, all such information being furnished without any warranty.

13. THIS SECTION INTENTIONALY DELETED.

14. Brokerage. If any person or entity shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker for performance of services as a finder or broker in connection with this transaction, the Party under whom the finder or broker is claiming shall indemnify and hold the other Party harmless for, from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim including, but not limited to, counsel and witness fees and court costs in defending against such claim. This indemnity shall survive the Closing or the termination of this Agreement and shall not be limited by the waiver or other limitation of remedies set forth in Sections 23 and 24. The parties acknowledge that certain employees of Buyer are licensed real estate brokers in the state of Utah.

15. Risk of Loss. In the event any casualty loss or destruction of all or some of the Property occurs prior to the Closing, Buyer may either: (a) elect to rescind this Agreement, in which event Buyer shall not be required to purchase all or any of the Property and the parties hereto shall be released from any further liability hereunder with respect to the Property; provided, that the Down Payment (or an applicable portion thereof determined in accordance with Section 3) shall be returned forthwith to Buyer; or (b) accept, by written notice to Seller, the Property in its destroyed condition, along with the insurance proceeds covering such loss, and proceed to Closing pursuant to Section 7. Such election shall be made within ten (10) days after Seller provides written notice to Buyer that such loss or destruction has occurred. If Buyer fails to timely make an election to cancel this Agreement, Buyer shall be deemed to have cancelled this Agreement and the Down Payment (or the applicable portion thereof determined in accordance with Section 3) shall be returned to Buyer.

16. Eminent Domain. If, prior to the date of Closing, all or some of the Property are taken by eminent domain, Buyer may either: (a) elect to rescind this Agreement with respect to the Property so taken, in which event Buyer shall not be required to purchase such Property and the parties hereto shall be released from any further liability hereunder with respect to such Property; provided, that the portion of the Down Payment (or the applicable portion thereof determined in accordance with Section 3) shall be returned forthwith to Buyer; or (b) elect to rescind the Agreement in which event the Down Payment shall be immediately returned to Buyer and the parties shall be released from any further liability hereunder; or (c) elect to proceed with the transaction with respect to such Property or in totality, in which event Buyer shall receive an assignment from Seller of such condemnation proceeds as are allocable to the portion Property taken. If Buyer elects to rescind this Agreement with respect to such Property, it shall so notify Seller in writing within thirty (30) days after Buyer has written notice from Seller of such taking. The failure to provide such notice shall constitute an election to proceed with the transaction as set forth in option (b) of this Section. The phrase "taken by eminent domain" includes any taking under eminent domain power, but excludes any claim for inverse condemnation.

17. Assignment. Seller or Buyer may assign or otherwise transfer its rights and obligations under this Agreement without the consent of the other; provided, however, that the assigning Party in all cases shall remain obligated for such Party's performance hereunder notwithstanding any such assignment, unless otherwise agreed in writing by the other party.

18. Further Documentation. Seller and Buyer each agree to act in good faith to execute such further or additional documents or instruments as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

19. Authorization.

(a) Prior to each respective Closing, Seller shall provide Buyer and Title Company with satisfactory evidence that execution and delivery of this Agreement and performance by it of its obligations under this Agreement have been approved by all requisite action of Seller and designating the person or persons authorized to sign documents on behalf of Seller.

(b) Prior to each respective Closing, Buyer shall provide Seller and Title Company with satisfactory evidence that the transaction and performance by it of its obligations under this Agreement have been approved by all requisite action of Buyer and designating the person or persons authorized to sign documents on behalf of Buyer in connection with this transaction.

20. Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 6:00 p.m., Salt Lake City time, on the last day of the applicable time period provided for herein. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday, or legal holiday in the State of Utah, the time for performance or taking any action shall be extended to the next succeeding day which is not a Saturday, Sunday, or legal holiday. Time is of the essence with respect to the obligations of the Parties pursuant to this Agreement.

21. Certification as to "Non-Foreign" Status.

(a) At the Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, a certification, signed and acknowledged by Seller under penalties of perjury, certifying the following:

(i) Seller's U.S. Taxpayer Identification Number;

(ii) The business address of Seller; and

(iii) That Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code and the Treasury Regulations thereunder (collectively the "IRC").

(b) Buyer and/or Title Company is hereby authorized to submit any certification delivered by Seller pursuant to this paragraph to the Internal Revenue Service (the "Service") and, in connection therewith, to disclose the details of this transaction to the Service.

22. Notices. Any notice required or permitted to be given or transmitted between the parties pursuant to this Agreement shall either be; (i) personally delivered; (ii) mailed, postage prepaid by certified mail, return receipt requested; (iii) sent by recognized overnight carrier; or (iv) sent by facsimile transmission addressed as follows:

To Seller:

SOUTH JORDAN CITY
Attention: City Manager
1600 West Towne Center Drive
South Jordan, Utah 84095
Facsimile No. _____

To Buyer:

ARBOR GARDNER LLC
Attention: _____
_____
_____
_____
Facsimile No. _____

(a) All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing.

(b) All notices, demands and requests shall be effective three (3) days after being deposited in the United States mail, first class postage prepaid, registered or certified with return receipt requested, one (1) Business Day after depositing with an overnight carrier and upon receipt of facsimile transmission prior to 5:00 p.m. MST.

(c) Actual physical hand delivery to a Party shall also constitute effective notice and shall be effective on the date of such delivery.

23. Buyer's Remedy. If Seller does not perform its obligations under this Agreement and that failure continues for ten (10) business days after Seller's receipt of written notice from Buyer (except in the event of a failure to convey at Closing for which there shall be no cure period), Buyer may, at its option, either: (A) enforce specific performance; (B) terminate this Agreement, (C) without waiving any rights or remedies, proceed to consummate the purchase and sale transaction, and/or (D) pursue any other remedy available to Buyer under this Agreement, at law or in equity. If Buyer terminates this Agreement due to Seller's default, the Seller shall promptly return the Down Payment to Buyer. Except for the remedies specified in this Section 23, Buyer waives all other remedies available at law or in equity. Seller and Buyer expressly agree that the foregoing waiver of remedies shall not in any way limit Seller's

obligation to indemnify Buyer pursuant to Section 14 of this Agreement. In no event shall the City's failure to grant the Plat Approvals constitute an event of default under this Agreement.

24. Seller's Remedy. If Buyer does not perform its obligations under this Agreement for any reason and that failure continues for ten (10) business days after Buyer's receipt of written notice from Seller (except in the event of a failure to tender the Purchase Price at Closing for which there shall be no cure period), Seller may, as its sole and exclusive remedy, waiving all other remedies, terminate this Agreement. If Seller terminates this Agreement due to Buyer's default, Seller shall retain the Down Payment (or such portion thereof as has not previously been applied to the Purchase Price of Property previously conveyed by Seller to Buyer) together with any accrued interest thereon as liquidated damages, this Agreement shall be automatically terminated, and the parties thereafter have no further rights, liabilities, or obligations under this Agreement. Seller's damages are difficult to ascertain given delays incident to Buyer's failure to perform and Seller's inability to market the Property pending Buyer's performance under this Agreement, and Buyer and Seller hereby agree that the amount of the Down Payment is a fair approximation of Seller's damages. Seller and Buyer expressly agree that the foregoing waiver of remedies shall not in any way limit Buyer's obligation to indemnify Seller pursuant to Sections 4, 12 and 14 of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, and the counterparts shall constitute one binding and enforceable agreement.

26. Entire Agreement. This Agreement, together with the Exhibit hereto, constitutes the entire agreement between the parties pertaining to the Property and the respective rights and obligations in connection with the conveyance of the Property by Seller to Buyer. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

27. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

28. Miscellaneous.

(a) In the event of any judicial or administrative action between the Parties with respect to this Agreement, the prevailing Party shall be entitled to recover all costs and expenses incurred in connection with any such action, including reasonable attorneys' fees, interest and court costs. In the event a Party, without fault, is made a party to any judicial or administrative action or proceeding by reason of the conduct of the other Party, the other Party shall indemnify and hold the first Party harmless from and against all loss, cost, liability and expense, including reasonable attorneys' fees, incurred in such action.

(b) Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe

the scope or substance of this Agreement or the intent of any provisions of this Agreement.

(c) Unless the context otherwise clearly requires, words of any gender used in this Agreement shall be deemed to include the other gender and words of a singular number shall be deemed to include the plural and vice versa.

(d) Each provision of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors in interest and assigns.

(e) References to "Sections" by number are to Sections of this Agreement unless reference is expressly made to another agreement or document.

(f) All Exhibits attached to this Agreement are deemed incorporated in this Agreement by this reference as though set forth in full.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the date first set forth above.

"SELLER"

SOUTH JORDAN CITY, a political subdivision of the State of Utah

Name: Ricky A. Horst
Title: City Manager

ATTEST:

Sammy Bradford
South Jordan City, Recorder

"BUYER"

ARBOR GARDNER LLC, a Utah limited liability company

Name: Jafar Gust
Title: Manager

Exhibit "A"
to
Purchase and Sale Agreement

(Permitted Exceptions)

[TO BE COMPLETED]

<< >>

Exhibit "B"
to
Purchase and Sale Agreement

(Preliminary Legal Descriptions)

LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

FACSIMILE TRANSMITTAL SHEET

TO: John Geilmann	FROM: Laura Lewis
COMPANY:	DATE: August 18, 2005
FAX NUMBER: 254-3393	TOTAL NO. OF PAGES INCLUDING COVER: 12
RE:	

o URGENT	o FOR REVIEW	o PLEASE COMMENT	o PLEASE REPLY

COMMENTS:

8-19-05

Doug:
I left message w/ Laura Lewis re:- the parcel # change from 015 to 034. We need to work w/ her to get it resolved on this policy. I'm out until Monday - but I told her if questions today to call you - otherwise we will talk on Monday.
TKS
Jol

136 EAST SOUTH TEMPLE, SUITE 100
SALT LAKE CITY, UTAH 84111
PHONE: (801) 596-0700 FAX: (801) 596-2800

Form 1343 (Utah) – 90 (rev-8/04)
ALTA Plain Language Commitment

Commitment for Title Insurance

ISSUED BY

WESTLAND TITLE
Insurance Agency

Westland Title Insurance Agency
1935 EAST VINE STREET SUITE 120
Salt Lake City, UT 84121

Phone: 801.937.6922
Fax: 801.937.6941
Email: info@westlandtitleut.com

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.
The Requirements in Schedule B-1.
The Exceptions in Schedule B-2.
The Conditions on the inside cover page.

The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

By: _____
President

Attest: _____
Secretary

By: _____
Countersigned

Form 1343 (rev-9/04)

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title — according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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All Rights Reserved.

Form No. 1343 (Utah) - 90
ALTA Plain Language Commitment

SCHEDULE A

1. Effective Date: **August 11, 2005 at 8:00 am**

Order No.: **050010001 /**
Direct Title Inquiries to **Tim Krueger / 633-9462**
Direct Closing Inquiries to **Tim Krueger / 633-9462**

2. Policy or Policies to be issued: Amount

(a) ALTA Owner's Policy

Proposed Insured: **Fee: $**

(b) ALTA Loan Policy **$9,130,000.00**

Proposed Insured: **U.S. Bank, N.A., as Trustee** **Fee: $10,120.00**

(c) Endorsements: **FA-49** **Fee: $50.00**

3. The estate or interest in the land described or referred to in this commitment herein is fee title and title thereto is at the effective date hereof vested in:

Municipal Building Authority of the City of South Jordan, Utah, a non-profit corporation

4. The land referred to in this commitment is situate in Salt Lake County, State of Utah.

See Exhibit A attached hereto and made a part hereof.

Tax Sidwell Nos. 27-14-276-001, 27-14-276-002, 27-14-276-014, 27-14-276-015, 27-14-276-022, 27-14-226-015, 27-14-226-016 and 27-14-226-017

no now 039

For informational purposes only.
The Salt Lake County Assessor shows the address of said property to be:

692 West 10600 South
South Jordan, UT 84095

Form No. 1343 (Utah) - 90
ALTA Plain Language Commitment

SCHEDULE B - SECTION 1

PART I

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclosed, and which are not shown by public records.

5. Unpatented mining claims; reservations or exceptions in patent or in Acts authorizing the issuance thereof; water rights; claims or title to water.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the proposed insured acquiring of record for value the estate or interest or mortgage thereon covered by this commitment.

The foregoing numbered exceptions 1 through 7 will be eliminated from the Lender's Policy.

PART II

SPECIFIC EXCEPTIONS

8. Taxes for the year 2005 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2004 have been paid in the amount of $708.53, (including garbage tax, if applicable) as to Tax Parcel No. 27-14-276-001.

9. Taxes for the year 2005 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2004 have been paid in the amount of $161.17, (including garbage tax, if applicable) as to Tax Parcel No. 27-14-276-002.

10. Taxes for the year 2005 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2004 have been paid in the amount of $121.46, (including garbage tax, if applicable) as to Tax Parcel No. 27-14-276-014.

11. Taxes for the year 2005 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2004 have been paid in the amount of $13,666.77, (including garbage tax, if applicable) as to Tax Parcel No. 27-14-276-015.

is now 034

Form No. 1343 (Utah) - 90
ALTA Plain Language Commitment

12. Taxes for the year 2005 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2004 have been paid in the amount of $1,119.63, (including garbage tax, if applicable) as to Tax Parcel No. 27-14-276-022.

13. Taxes for the year 2005 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2004 have been paid in the amount of $909.40, (including garbage tax, if applicable) as to Tax Parcel No. 27-14-226-015. 014

14. Taxes for the year 2005 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2004 have been paid in the amount of $934.32, (including garbage tax, if applicable) as to Tax Parcel No. 27-14-226-016.

15. Taxes for the year 2005 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2004 have been paid in the amount of $1,327.51, (including garbage tax, if applicable) as to Tax Parcel No. 27-14-226-017.

16. Said property is included within the boundaries of South Jordan City, and is subject to the charges and assessments thereof. (Phone No. 254-3742)

    Said property is included within the boundaries of Salt Lake County Sewerage Improvement District No. 1, and is subject to the charges and assessments thereof. (Phone No. 571-1166)

17. EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	John D. Harman and George E. Harman
Grantee:	Mountain States Telephone and Telegraph Co.
Purpose:	To construct, operate, maintain, and remove such communication and other facilities, upon, over, under and across the subject property
Dated:	March 31, 1959
Recorded:	April 7, 1959
Entry No.:	1646201
Book/Page:	1601/643

18. TRANSMISSION LINE EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	Lewis P. Burbidge and Myrle Burbidge, his wife
Grantee:	Utah Power and Light Company
Purpose:	To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the subject property
Dated:	November 30, 1956
Recorded:	March 6, 1957
Entry No.:	1528452
Book/Page:	1394/524

19. TRANSMISSION LINE EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	George E. Harman and Joyce E. Harman, his wife, et al
Grantee:	Utah Power and Light Company
Purpose:	To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the subject property
Dated:	December 1, 1956
Recorded:	March 6, 1957
Entry No.:	1528461
Book/Page:	1394/533

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20. TRANSMISSION LINE EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	Wm. R. Soffe and Lucy A. Soffe, his wife
Grantee:	Utah Power and Light Company
Purpose:	To construct, operate, maintain and repair electric transmission and/or distribution system, under, upon and across the subject property
Dated:	November 29, 1956
Recorded:	March 6, 1957
Entry No.:	1528462
Book/Page:	1394/534

21. EASEMENT AS DISCLOSED BY WARRANTY DEED:

Dated:	August 5, 1966
Recorded:	August 5, 1966
Entry No.:	2166493
Book/Page:	2483/85

22. RIGHT OF WAY EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	Ronald E. Soffe and Mary Jo Soffe, his wife, et al
Grantee:	Mountain Fuel Supply Company
Purpose:	To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities through and across the subject property
Dated:	January 7, 1970
Recorded:	January 13, 1970
Entry No.:	2316989
Book/Page:	2821/228

23. EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	George E. Harman and Joyce Emery Harman, his wife Grantee: Sewerage Improvement District No. 1, a body politic of the State of Utah
Purpose:	To lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission distribution structures and facilities
Dated:	November 10, 1975
Recorded:	November 25, 1975
Entry No.:	2763802
Book/Page:	4037/110

24. EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	George E. Harman and Joyce E. Harman, his wife
Grantee:	George David Harman and Valerie Harman, et al
Purpose:	For roadway purposes, water, sewer, power and other utilities
Dated:	January 21, 1980
Recorded:	January 24, 1980
Entry No.:	3392307
Book/Page:	5033/338

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25. EASEMENT AS DISCLOSED BY QUIT CLAIM DEED

Grantor:	Utah Department of Natural Resources, division of Parks and Recreation
Grantee:	George E. Harman and Joyce Emery Harman
Purpose:	Grantor will install, on before development, a 4 foot (four foot) field fence, complete with two strands of barbwire and one 10 foot (ten foot) gate. The gate location is to be determined by Grantee. Grantor will also provide an 18" diameter culvert and ditch to Grantee's property from the Jordan River for stock watering. Location of culvert will be determined by Grantee.
Dated:	February 20, 1985
Recorded:	March 7, 1985
Entry No.:	405856
Book/Page:	5635/197

26. EASEMENT AS DISCLOSED BY QUIT CLAIM DEED:

Grantor:	Utah Department of Natural Resources, division of Parks and recreation
Grantee:	Forrest Hancock and Renae Hancock, Trustee of the Hancock Family Trust
Purpose:	Grantor agrees to install new field fence with a 10' access gate, location to be determined by Grantee on or before the time of development of trails for Parkway. The Grantor also agrees to provide an 18" culvert from the river to Grantee's property for stock watering purposes. Culvert to be install at an elevation capable of conveying water during low flows of the river.
Dated:	February 20, 1985
Recorded:	April 17, 1986
Entry No.:	4231721
Book/Page:	5757/369

27. EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	Lucy A. Soffe
Grantee:	Forest Hancock
Purpose:	Ingress and egress
Dated:	January 30, 1959
Recorded:	April 24, 1991
Entry No.:	5055793
Book/Page:	6308/2485

28. WATER LINE EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	Mulligan's
Grantee:	South Jordan City, a municipal corporation
Purpose:	A perpetual 20 foot water line easement
Dated:	October 28, 1997
Recorded:	January 29, 1998
Entry No.:	6849599
Book/Page:	7865/1189

29. EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	Mulligan's Golf and Games South, Inc.
Grantee:	Utah Department of Transportation
Purpose:	A temporary construction easement incident to the widening of 10600 South Street
Dated:	March 1, 2001
Recorded:	March 9, 2001
Entry No.:	7840185
Book/Page:	8432/6994

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30. EASEMENT AND THE CONDITIONS CONTAINED THEREIN:

Grantor:	Mulligan's Golf and Games South, Inc.
Grantee:	Utah Department of Transportation
Purpose:	To construct cut and/or fill slopes and appurtenant parts thereof incident to the widening of 10600 South Street
Dated:	March 1, 2001
Recorded:	March 9, 2001
Entry No.:	7840187
Book/Page:	8432/6999

31. Right of way across the Southwesterly portion of subject property as disclosed by County Plat.

32. DEED OF TRUST:

Trustor:	Mulligan's Golf and Games South, Inc.
Trustee:	Metro National Title
Beneficiary:	Forrest Hancock and Renae Hancock, Trustees of the Hancock Family Trust, dated January 30, 1984
Amount:	$347,693.34
Dated:	August 12, 1996
Recorded:	August 20, 1996
Entry No.:	6434248
Book/Page:	7469/2069

NOTE: A Escrow Deposit Agreement, by and between Zions First National Bank, as Trustee and Municipal Building Authority of the City of South Jordan has been established in an amount sufficient to defease the promissory note for the benefit of the note holders.

33. DEED OF TRUST:

Trustor:	Municipal Building Authority of the City of South Jordan, a nonprofit corporation
Trustee:	Zions First National Bank, as Deed of Trust Trustee and Bond Trustee
Beneficiary:	BNP Paribas, as letter of credit bank, together with Bond Trustee
Amount:	$12,500,000.00
Dated:	June 1, 2004
Recorded:	June 29, 2004
Entry No.:	9105037
Book/Page:	9007/3522

34. NOTICE OF MASTER LEASE AGREEMENT:

Executed By:	Municipal Building Authority of the City of South Jordan, Utah, a nonprofit corporation
Dated:	June 29, 2004
Recorded:	June 29, 2004
Entry No.:	9105038
Book/Page:	9007/3545

* * * * * * * * * * * *

The following names have been checked for judgments in the last eight years.

<user: judgmentnames>

SCHEDULE B - SECTION 2

REQUIREMENTS

The following requirements must be met:

(a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

(b) Pay us the premium, fees and charges for the Policy.

(c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

(d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

(e) You must give us the following information:

1. Any off record leases, surveys, etc.

2. Statement(s) of identity, all parties.

3. Other:

INSTRUCTIONS TO CLOSING OFFICER

The following documentation is required to close and insure this transaction.

1. A Deed of Trust from Municipal Building Authority of the City of South Jordan, Utah, to the lender shown in Schedule A herein, be properly executed and recorded.

2. Release of the Deed(s) of Trust under Schedule B, Section 1, Part II, Exception(s) 33.

Please direct any inquiries concerning any of the above requirements to Laurie Callahan prior to closing this transaction.

Privacy Policy

We are Committed to Safeguarding Customer Information
In Order to better serve your needs now and in the future, we may ask you to provice us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Polity to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

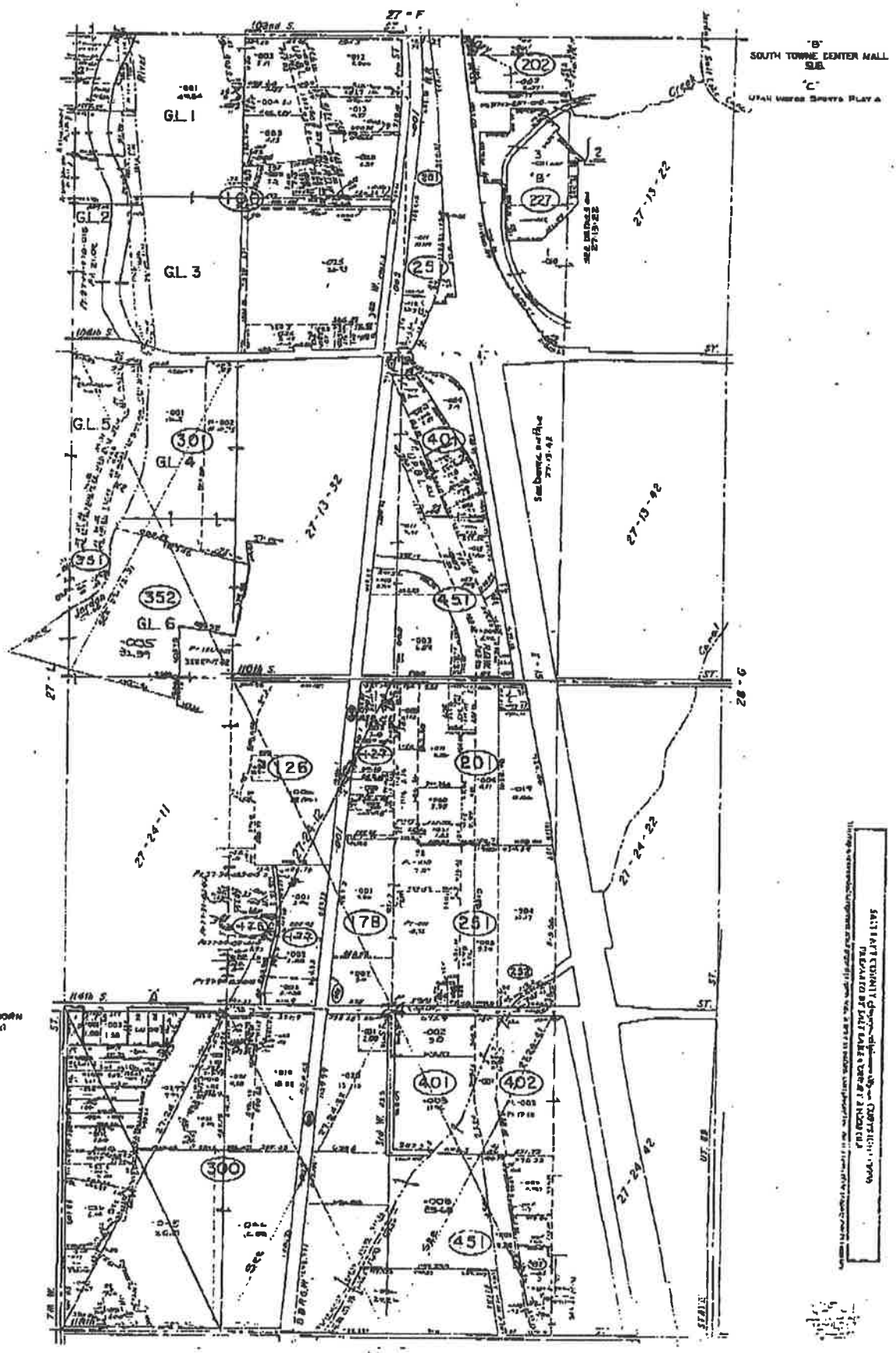
Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we received from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



SALT LAKE CO.

SECS. 13, 18, 24 T.3S. R.1W

27-M

APPROP Commercial / Residential

January 10, 2005

Ricky Horst
City Manager
SOUTH JORDAN CITY
1600 West Towne Center Drive
South Jordan City, Utah 84095

RE: RIVERWALK VILLAGE

Dear Rick:

Attached please find three (3) site plans for the Villages at Riverwalk. Each site plan reflects a different scenario based on various densities of the mansion homes. The details and our proposed value of each scenario are as follows:

SCENARIO 1

Total Acreage-	Approximately 40 acres.
Purchase Price-	Three Million Three Hundred Thirty Thousand Dollars ($3,330,000). Eighty Two Thousand Five Hundred Dollars ($82,500) per acre.
Single Family Lots Acreage-	Approximately 16.1 acres.
Single Family DU/Acre	2.5 DU/Acre.
Single Level Condo Acreage-	Approximately 27.4 acres.
Single Level DU/Acre	2.5 DU/Acre.
Total Density per Acre-	2.5 DU/Acre.
Open Space donated Back to South Jordan City-	16.4 acres.
Value of Open Space-	One Million Three Hundred Fifty-three Thousand Dollars ($1,353,000).

45 WEST 10000 SOUTH, SUITE 301 SANDY, UTAH 84070 Phone: (801) 561-8594 * Fax: (801) 561-8647

Total Value of Contract-	Four Million Six Hundred Eighty-three Thousand Dollars ($4,683,000).

SCENARIO 2

Total Acreage-	Approximately 40 acres.
Purchase Price-	Four Million Fifty Thousand Dollars ($4,050,000). One Hundred One Thousand Two Hundred Fifty Dollars ($101,250) per acre.
Single Family Lots Acreage-	Approximately 16.1 acres.
Single Family DU/Acre	2.5 DU/Acre.
Mansion Home Acreage-	Approximately 27.4 acres.
Mansion Home DU/Acre	3.9 DU/Acre.
Total Density/Acre-	3.1 DU/Acre over the entire site.
Open Space donated Back to South Jordan City-	12.4 acres.
Value of Open Space-	One Million Two Fifty Thousand Five Hundred Dollars ($1,250,500).
Total Value of Contract-	Five Million Three Hundred Five Thousand Five Hundred Dollars ($5,305,500).

SCENARIO 3

Total Acreage-	Approximately 40 acres.
Purchase Price-	Four Million Nine Hundred Thousand Dollars ($4,900,000). One Hundred Twenty-two Thousand Five Hundred Dollars ($122,500) per acre.
Single Family Lots Acreage-	Approximately 16.1 acres.
Single Family DU/Acre	2.5 DU/Acre.
Mansion Home Acreage-	Approximately 27.4 acres.

Mansion Home DU/Acre	5.6 DU/Acre.
Total Density/Acre-	3.9 DU/Acre over the entire site.
Open Space donated Back to South Jordan City-	9.8 acres.
Value of Open Space-	One Million Two Hundred Thousand Five Hundred Dollars ($1,200,500).
Total Value of Contract-	Six Million One Hundred Thousand Five Hundred Dollars ($6,100,500).

Please let us know which of the scenarios you would like to proceed with and we will put together a Purchase Agreement for your review. Thank you very much and we look forward to working with you on this exciting project.

NOTE: The 16.4 acres designated as "single family" includes 5.4 acres, which we have purchased from private landowners. Through our acquisition of these 5.4 acres we are able to subsidize the City owned property. Which increase the value we are able to pay for the City owned property.

Sincerely,

John Gust

Enclosure

If the preceding terms and conditions are acceptable, please sign below and I will prepare a Purchase Agreement for your review.

Agreed to and accepted (Buyer):

By:_____

Name: _____

Title: _____

Agreed to and accepted (Seller):

By:_____

Date: _____

SCENARIO 1

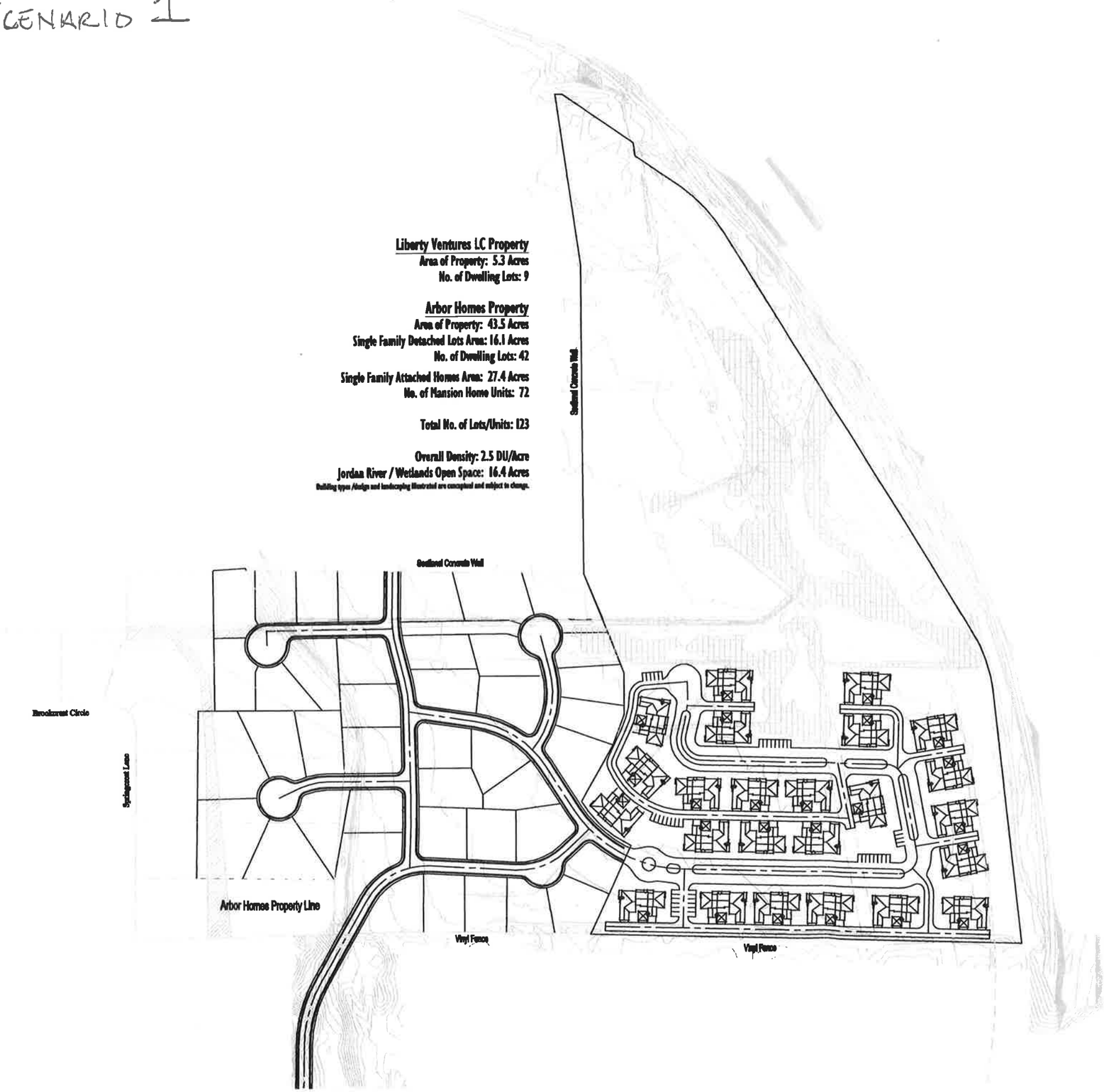
Liberty Ventures LC Property
Area of Property: 5.3 Acres
No. of Dwelling Lots: 9

Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42

Single Family Attached Homes Area: 27.4 Acres
No. of Mansion Home Units: 72

Total No. of Lots/Units: 123

Overall Density: 2.5 DU/Acre
Jordan River / Wetlands Open Space: 16.4 Acres
Building types /design and landscaping illustrated are conceptual and subject to change.



SCENARIO 2

The Villages at Riverwalk
South Jordan, UT
Illustrative Concept Plan
Arbor Homes / Liberty Ventures LC

Project Information

Drawn By: MJP

Project Number:

Date: September 21, 2006

Scale/Notes:

North

Blake McCutchan
Landscape Architecture & Land Planning
Formerly Swanner Design, Inc.

Blake / McCutchan Design, Inc
1792 South 1900 East
Salt Lake City, UT 84108
801 467.3063
Fax 801.594.1225
www.blakemccutchan.com

Liberty Ventures LC Property
Area of Property: 5.33 Acres
No. of Dwelling Lots: 9
Density: 1.7 DU/Acre

Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42
Density: 2.6 DU/Acre
Mansion Home Area: 27.4 Acres
No. of Dwelling Units: 108
Density: 3.9 DU/Acre
Total No. of Lots/Units: 150
Overall Density: 3.1 DU/Acre
Jordan River / Wetlands Open Space: 12.4 Acres

Building types/design and landscaping illustrated are conceptual and subject to change.

SCENARIO 3

The Villages at Riverwalk
South Jordan, UT
Illustrative Concept Plan
Arbor Homes / Liberty Ventures LC

Project Information

Drawn By: SDS

Project Number:

Date: November 21, 2004

Scale Bar:

North

Blake McCurchan
Landscape Architects & Land Planners
Blake | McCurchan | Design, Inc.
1790 South 100 East
Salt Lake City, UT 84115
801.462.0061
Fax 801.484.6235
www.blakemccurchan.com

Rosemarie Swanner Design, Inc

Liberty Ventures LC Property
Area of Property: 5.33 Acres
No. of Dwelling Lots: 9
Density: 1.7 DU/Acre

Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42
Density: 2.6 DU/Acre
Mansion Home Area: 27.4 Acres
No. of Dwelling Units: 138
Density: 5.6 DU/Acre
Total No. of Lots/Units: 180
Overall Density: 3.9 DU/Acre
Jordan River / Wetlands Open Space: 9.8 Acres

Building types, design and landscaping illustrations are conceptual and subject to change.

Area	Acres	Zoning / Land Use	DU/Acre	Units	Comm SF
1	14.2	C-C			155,000
2	2.7	C-C			29,400
3	45.3	R-M-8	8.0	362	
4	9.5	R-M-6	6.0	57	
5	7.1	R-M-6	6.0	43	
6	4.0	A-1			
	3.4	Canal			
	5.6	Arterial Streets			
Total	93.4			462	184,400

BlakeMcCullough

Zoning Plan

Project Information

Drawn By: SGM

Project Number:

Date: December 11, 2004

Scale/North

North

CONCEPT PLAN

Century Title Company
290 East 930 South
Orem, Utah 84058
Phone: (801) 222-9292
Fax: (801) 222-0820

FAX TRANSMISSION COVER SHEET

Post-It® Fax Note 7671	Date 6-30-04	# of pages ▶ 7
To Doug Meldrum	From Brad Kenison	
Co./Dept.	Co.	
Phone # 253-5235	Phone # 360-676 3	
Fax #	Fax # 801-756-8881	

FROM: Norma Burgess
Production Department

Number of Pages Including Cover Sheet: 8

Comments:

Invoice enclosed

Copies of documents to be delivered in a couple of days. Thank you.

Mark Hall

(This communication is intended for the sole use of the individual to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable laws. If the reader of this communication is not the intended recipient or the employee or agent for delivering the communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying this communication may be strictly prohibited. If you have received this communication in error, please notify the sender immediately by telephone call and return the communication to the address above via the United States Postal Service. Thank You.)

Fidelity National Title Insurance Company
Form 27-83-86 (9/94)
ALTA Commitment - 1966

CENTURY

290 East 930 South, Orem, Utah 84058 ... (801) 222-9292 ... (801) 222-0820 Fax
Susan G. Palmer, President W. Mark Hall, Vice President

TITLE COMMITMENT
SCHEDULE A

1. **Commitment Number:** 14074

2. **Effective Date:** 01/05/04 @ 08:00 AM

3. Policy(ies) to be issued

	Amount of Insurance	Premium Amount
(a) **ALTA Owner's Policy** (10/17/92)	$	$
P. R. ONLY		
b)	$	$
Endorsements:		$

2.

4. The estate or interest in said land described or referred to in this commitment and covered herein is:

Fee Simple

5. Title to the estate or interest in said land is at the effective date hereof vested in:

South Jordan City, a Utah municipal corporation

6. The land referred to in this Commitment is located in **Salt Lake** County, State of **Utah** and is described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof

Exhibit "A"

Property Description

The land referred to is located in Salt Lake County, State of Utah, and is described as follows:

PARCEL 1: Book 8147 Pg. 2870

Beginning at a point which is North 0°11'14" West 70.43 feet and East 1290.15 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 49°40'45" West 14.05 feet; thence North 28°07'00" West 145.56 feet; thence South 89°25'20" East 1548.89 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following three courses: South 31°53'30" East (South 31°09'37" East per Deed) 148.71 feet to a point of curvature thence along the arc of a 316.00 foot radius curve to the right through a central angle of 25°18'18" a distance of 139.56 feet to a point of tangency; thence South 06°35'12" East 569.16 feet to a point on a existing old established fence line; thence Westerly along said old established fence line the following fourteen courses: South 89°27'27" West 11.03 feet; thence North 88°01'07" West 65.32 feet; thence North 88°12'27" West 150.00 feet; thence North 87°52'06" West 73.09 feet; thence South 89°34'03" West 47.95 feet; thence North 87°57'11" West 49.13 feet; thence North 88°56'49" West 99.83 feet; thence North 89°03'14" West 107.39 feet; thence North 88°59'37" West 251.22 feet; thence North 88°42'05" West 236.52 feet; thence North 89°31'41" West 140.87 feet; thence North 89°15'47" West 113.12 feet; thence South 88°55'33" West 75.56 feet; thence South 88°13'36" West 119.91 feet; thence leaving said fence line North 06°46'00" East 431.70 feet; thence North 02°40'30" West 39.86 feet; thence North 17°36'15" West 55.70 feet; thence North 33°31'00" West 30.10 feet; thence North 43°38'45" West 181.25 feet to the point of beginning.

PARCEL 2: Book 8339 Pg. 6514

Beginning at a point which is North 00°11'14" West 220.12 feet and South 89°25'20" East 1962.63 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°43'53" West 695.31 feet; thence North 08°40'42" West 389.91 feet; thence North 89°16'07" East 16.32 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following five courses: South 55°38'37" East 194.64 feet; thence South 08°39'00" East 30.88 feet; thence South 55°38'37" East 123.13 feet to a point of curvature; thence along the arc of a 351.00 root radius curve to the right through a central angle of 23°45'07" a distance of 145.51 feet to a point of tangency, thence South 31°53'30" East 912.51 feet; thence North 89°25'20" West 797.66 feet to the point of beginning.

Fidelity National Title Insurance Company
Form 27-83-86 (9/94)
ALTA Commitment - 1966

Commitment Number: 14074 - Requirements

SCHEDULE B - SECTION I
REQUIREMENTS

The following are the requirements to be complied with and completed to the satisfaction of the Company before its policy of title insurance will be issued:

(A) Show that restrictions or restrictive covenants have not been violated.

(B) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

(C) Pay us the premiums, fees and charges for the policy. (Pursuant to State of Utah Insurance Department Rule R590-153-6A, a cancellation fee of $200.00 will be due if the transaction for which this commitment is furnished cancels.)

(D) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

(E) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on this land. We may then make additional requirements or exceptions.

NOTICE TO APPLICANT: The land covered herein may be serviced by cities, improvement districts, or utility companies that provided municipal type service for water, sewer, electricity, or other services that do not result in a lien, but for which service may be terminated in the event of non-payment of service charges to date or transfer fees. Although the Company assumes no liability therefore, you are urged to make investigation into such matters.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

NOTE: This Commitment is subject to such further matters that may appear of record at the time we are asked to record a Deed of Trust or any other documents.

NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

(F) Other:

1. PR ONLY

Fidelity National Title Insurance Company
Form 27-83-66 (9/94)
ALTA Commitment - 1966

Commitment Number: 14074 - Exceptions

SCHEDULE B - SECTION II
EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

2. Any facts, rights, interest or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, claims of easements or encumbrances which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

(Note: Exceptions 1 - 7 will be omitted on Lender's Policy.)

8. Taxes for the year 2003 are tax exempt. Tax Serial Nos. 27-11-476-019, 27-11-476-025, 27-14-226-019, 27-14-226-020, 27-14-226-021 and 27-14-226-022..

9. Said property is included within the incorporated city limits of South Jordan City and is subject to any special assessments for improvements or services as may be therein provided. For information and status on accounts call: (801) 254-3742.

10. Said property is included within the boundaries of South Valley Sewer District and is subject to the charges and assessments thereof. For current status of the account call: (801) 571-1166.

11. Rights of way for any roads, ditches, canals, transmission lines, easements and restrictions now existing over, under or across the property.

12. Easement and right of way upon the terms and conditions therein provided in favor of Utah Power & Light Company recorded December 15, 1965, as Entry No. 213074, in Book 2409, at Page 13, Salt Lake County Recorder's Office, Utah. N/A

13. Easement and right of way upon the terms and conditions therein provided in favor of Salt Lake County Sewer Improvement District #1 recorded December 28, 1973, as Entry No. 2590987 in Book 3486, at Page 302, Salt Lake County Recorder's Office, Utah. N/A

Fidelity National Title Insurance Company
Form 27-65-66 (8/84)
ALTA Commitment - 1966

Commitment Number: 14074 - Exceptions

14. Easement and right of way upon the terms and conditions therein provided in favor of Mountain Fuel Supply Company recorded December 4, 1975, as Entry No. 2766127, in Book 4044, at Page 313, Salt Lake County Recorder's Office, Utah. ✓

15. Terms and conditions of that certain Quit-Claim Deed from the Department of Natural Resources, recorded April 24, 1989, as Entry No. 4762608, in Book 6120, at Page 1694, Salt Lake County Recorder's Office, Utah. N/A

16. Easement and right of way upon the terms and conditions therein provided in favor of Salt Lake County Sewerage Improvement District No.1 recorded July 10, 1989, as Entry No. 4797070, in Book 6141, at Page 2345, Salt Lake County Recorder's Office, Utah. ✓

17. Easement and right of way upon the terms and conditions therein provided in favor of Salt Lake County Sewerage Improvement District No.1 recorded August 21, 1989, as Entry No. 4813060, in Book 6152, at Page 1207, Salt Lake County Recorder's Office, Utah. ✓

18. Easement and right of way upon the terms and conditions therein provided in favor of Salt Lake County Sewerage Improvement District No.1 recorded August 21, 1989, as Entry No. 4813061, in Book 6152, at Page 1210, Salt Lake County Recorder's Office, Utah. ✓

19. Any easements and/or rights-of-way for the water distribution system and appurtenances of the North Jordan Irrigation Company and/or the State of Utah Board of Water Resources, as the same may be found to intersect the herein-described property, as disclosed by mesne instruments of record, including that certain Easement to use distribution system recorded January 19, 1990, as Entry No. 4872934, in Book 6192, at Page 454, Salt Lake County Recorder's Office, Utah. NOT PLOTTABLE

20. Easement and right of way upon the terms and conditions therein provided in favor of South Jordan City, recorded November 2, 1998, as Entry No. 7139931, in Book 8147, at Page 2873, Salt Lake County Recorder's Office, Utah. ✓

21. Easement and right of way upon the terms and conditions therein provided in favor of South Jordan City, recorded November 2, 1998, as Entry No. 7139932, in Book 8147, at Page 2877, Salt Lake County Recorder's Office, Utah. ?

22. Trust Deed in the amount of $587,822.19, dated October 26, 1998, with South Jordan City, as Trustor(s), First American Title Insurance Company, as Trustee, and Dale L. Palmer, Kay P. Graham, Glen J. Palmer & National Note of Utah, LC, as Beneficiary, recorded November 2, 1998, as Entry No. 7139930, in Book 8147, at Page 2871, Salt Lake County Recorder's Office, Utah.

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ALTA Commitment - 1966

Commitment Number: 14074 - Exceptions

23. Trust Deed in the amount of $116,447.00, dated January 24, 2000, with South Jordan City, as Trustor(s), Merrill Title Company, as Trustee, and Walter Van Palmer and Sharon Harrison Palmer, as Beneficiary, recorded February 1, 2000, as Entry No. 7566447, in Book 8339, at Page 6515, Utah County Recorder's Office, Utah. N/A

24. Rights of access; the herein described property does not appear to abut a dedicated street or road. N/A

25. Any matters that might be disclosed by an accurate survey of said premises. The company reserves the right to add additional items or make further requirements upon review of said survey.

26. Any adverse claim based upon the assertion that: a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.

27. Note: This report includes a judgment and lien search on both the Owner(s) and Buyer(s) named herein (where applicable). The following names have been checked and none were found: South Jordan City.

28. Note: Any questions, changes, or requests for copies should be directed to Mark, Title Examiner, or Norma, Typist, in the Title Department, (801) 222-9292 or Fax (801) 222-0820.

SOUTH JORDAN CITY
PLANNING COMMISSION STAFF REPORT

TO: South Jordan City Planning Commission

FROM: Judy Hansen, Planner II

DATE: September 14, 2004

SUBJECT: **PUBLIC HEARING, FILE #LUA-2004-12, APPLICATION TO AMEND THE CITY'S FUTURE LAND USE MAP FOR APPROXIMATELY 27.61 ACRES GENERALLY LOCATED AT 800 WEST 10000 SOUTH FROM LOW-DENSITY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL, ARBOR RESIDENTIAL PROPERTIES L.C. (APPLICANT).**

BACKGROUND

The subject property was before the Planning Commission for both a Land Use Amendment and a Zoning Amendment on March 24, 2004. The application was to change the Future Land Use Plan Map from Recreation- Open Space to Low Density Residential and to rezone the property from A-5 to R-2.5. At that time, the Planning Commission recommended denial by a 4-0 vote. The City Council approved both changes on April 6, 2004.

Arbor Residential Properties L.C. has a sale pending with the City on the property and they are requesting to change the Future Land Use Plan Map from Low-Density Residential to High Density Residential to allow for up to 6 units per acre. The subject property is the portion of the property east of the existing sewer line. This area would be unable to have basements due to high ground water and the potential buyer feels that this does not allow him the highest, best use of the property. With the increased density, the owner would be allowed more homes to compensate for the loss of basements. The land use designation for the remainder of the property west of the sewer line would remain Low-Density Residential.

RECOMMENDATION

Staff recommends receiving public input and forwarding a favorable recommendation to the City Council.

Greg Schindler

Greg Schindler, AICP
Senior Planner

Jesse Burbidge
Deputy Director Community Development

Chairman Mabey closed the public hearing.

Chairman Mabey said the residents concerns are valid. Commissioner Woolley said they should make sure that they take care of the residents' concerns. He said he is concerned about having a large development in the planning stages adjacent to this property. He said he would like to see this whole development come in all together. Chairman Mabey said the property owner has a right to ask for this change.

Commissioner Puich made a motion to forward a favorable recommendation to the City Council for File #LUA.2004.03, Land Use Amendment Application, Located at the Northwest Corner of 11800 South 3600 West, Approximately 10.45 Acres From Rural Residential to High Density Residential, with a strong recommendation that they not allow more than 4 units per acre. Commissioner Johnson seconded the motion. The vote was 3-1 in favor, with Commissioner Woolley opposed.

Senior Planner Schindler said that in the City Council Resolution, it states that the maximum number of units allowed is 4, per acre.

E. File # LUA.2004.04, Application to Amend the Future Land Use Plan Map for Recreation-Open Space to Low-Density Residential for Approximately 39.94 Acres, Generally Located at 10100 South 650 West, City Initiated

Development Services Manager Burbidge reviewed the background information on this item.

Chairman Mabey opened the public hearing.

Richard Nielson, 561 W. 10000 S., said the description of the property sent in the notices includes his address. Development Services Manager Burbidge said the description is an approximate address; the property is the City owned property. He said the people notified of this hearing were property owners within 300 ft. from the property line.

Mr. Nielson said his legal counsel spoke with CM Horst. He said something should be done to correct the confusion. He said his comments are the same for item F.

Senior Planner Schindler said the Resolution that the City Council will consider will have a map attached to show which property is being affected. He said the rezone would have a legal description attached.

Mr. Neilson said their property has been impacted by the Kennecott Copper aquifer clean up program. He said they are faced with a serious shortage of water. He said the City's water comes from surface rights and the City has no water source from the aquifer. He suggested that staff become familiar with the real impacts for an unsustainable water resource. He said they are approving residential developments without a sustainable water resource. He challenged the City to present a plan for finding a way to have a sustainable water supply for all of the homes being approved.

Ty Harrison, 530 E. 8800 S. (Sandy), said he has worked on conservation efforts for the river bottoms. He said it is unconscionable for the City to propose a subdivision at this location. He said they should admit that the sewer plant is the reason for this change. He said they should deny the application because it sets a negative precedent for future management and preservation of open space.

Mike Foerster, District Engineer for the South Valley Sewer District, read a letter from the Sewer District Board (Attachment A).

Commissioner Johnson asked if the Sewer District withdrew their application? Senior Planner Schindler said yes. Commissioner Johnson asked if they had re-applied? Senior Planner Schindler said no.

Chris Vanluen, 10263 S. Springcrest Ln., said he would rather see a residential area there than a sewer plant. He said they still have concerns. He said this area has been designated as open space, with the plan of open space and parks. He said if they go forward, they would like to participate and have some impact and ideas on this project. He said they would like Mulligans protected and kept in its current state.

Ken Olson, lives above Mulligans, said he feels this property does have value for the community as a whole. He said he would oppose rezoning this unless the funds are totally used for more open space and preservation of lands in that area. He said they have concerns about aesthetics and access. He said they have some good ideas and want to be involved. He said they want it to be open with trees, etc. He said the PUD would allow the subdivision to go below a 1/3 acre lot. He said the upper end should have a transition, and they don't want lots lower than 1/3 or ½ acre in the area next to the larger lots.

Mike Carter, 897 W. Holly Crest Drive, said the Sewer District does have intentions with this property. He said they are in a developing area. He said this ground was purchased with the hopes that it would stay as open space. He said if it stays in an open state, there is some question if the Sewer District can exercise the threat of eminent domain. He said there are conflicting reports. He said the District is trying to act with the current zoning (A-5), which would be valued less than a residential or commercial zoning. He said the Sewer District can expand its current facility. He said people are trying to break away, create a regional facility and create a new District. He said a sewer plant is unconscionable at this location. He said there are great economic impacts.

Ty Harrison, 530 E. 8800 S. (Sandy), said he has seen this property under water twice. He said a large piece of this property is likely in a flood plain. Chairman Mabey said those issues would be discussed as part of the site plan, not the land use application. Senior Planner Schindler discussed mitigation for homes, if the property is in a flood plane.

Ron Allen, 9692 S. Morywood Ln., said this is the only natural corridor left. He said it is unbelievable that they would destroy this treasure.

Lori Vance, 10281 S. 890 W. (Springcrest Ln.), concurred with Mr. Carter's comments. She said this area will cease to be a wildlife refuge. She said during their work with the Sewer District, there was some talk about an environmental study. She asked if that would be required? Senior Planner Schindler said he does not believe it would be required. He said it is likely that they will either put homes or a sewer plant on this property.

Development Services Manager Burbidge said the City Council or the Federal Government could require an Environmental Impact Study.

David Alleman, said their lot is their retirement home. He said the City received some Federal funding for this property purchase, and they are trying to find out if there are strings attached. He expressed concern over access to the Orn property.

Chairman Mabey closed the public hearing.

Commissioner Johnson said she understood that the property was bought for open space. She asked if it was dedicated for open space? Senior Planner Schindler said no; it is currently master planned for open space. She said she understood that if a property is dedicated as open space, it takes away the right to develop the property. Senior Planner Schindler said he is unsure if a dedicated and recorded open space easement on the property would preclude the condemnation and development by the sewer district or any other entity.

Commissioner Woolley said he feels there are too many legal questions, and he does not feel they can make a recommendation to the City Council.

Chairman Mabey said he would like the area to remain open space. He said he has been told that if the Sewer District wants to do something on the property, there is very little that the City can do. He said the residential use would be the lesser of two evils. He asked if it is appropriate today to put homes in when there might be a way to keep the area as open space? He said he has concerns about re-land using and re-zoning the property. He said this zone would be a much nicer use, if they knew that the Sewer Plant was coming for sure.

Commissioner Woolley declared that he does business with the Sewer District, but has no financial gain on this item.

Commissioner Woolley said the company that is proposing the Sewer Plant is not the company that owns and operates the current plant. He said the question is if they can expand the current plant. He said he would rather have a nicely done sewer plant over rooftops. He said people in West Jordan bought homes next to the sewer plant not realizing that it was a sewer plant. He said he does not feel that the economic impact would be that great. He said he feels there are too many questions to make the change today.

Commissioner Puich said they should try to keep as much green space as possible. He said he would like to keep both the housing and the sewer plant from occurring.

Commissioner Woolley made a motion to forward a recommendation of denial to the City Council for File # LUA.2004.04, Application to Amend the Future Land Use Plan Map for Recreation-Open Space to Low-Density Residential for Approximately 39.94 Acres, Generally Located at 10100 South 650 West, and that the use is best left open space. Commissioner Puich seconded the motion. The vote was unanimous in favor.

F. File #REZ.2004.04, Application to Amend the City's Zoning Map From Agricultural (A-5) to Residential (R-2.5) for Approximately 30.94 Acres Generally Located at 10100 South 650 West

Chairman Mabey said they cannot vote to recommend a zoning change because the land use amendment was not approved.

Development Services Manager Burbidge reviewed the background information on this item.

Chairman Mabey opened the public hearing.

Richard Nielson, 561 W. 10000 S., said they need to talk about ways to treat the sewer water, and see that the water is recharged into the aquifer. He said he is opposed to the sewer treatment plant. He said the property should remain open space.

Chairman Mabey closed the public hearing.

Commissioner Woolley made a motion to forward a recommendation of denial to the City Council for File #REZ.2004.04, Application to Amend the City's Zoning Map From Agricultural (A-5) to Residential (R-2.5) for Approximately 30.94 Acres Generally Located at 10100 South 650 West. Commissioner Johnson seconded the motion. The vote was unanimous in favor.

G. File #SP.2004.02, Application for a Conditional Use Permit/Site Plan to Construct a Used Automobile Dealership Generally Located at 11200 South Jordan Gateway, Commercial-Freeway (C-F) Zone District 31.78 Acres, I.D.I./Carmax (applicants).

Development Services Manager Burbidge reviewed the background information on this item. Senior Planner Schindler noted where the trash receptacle is planned.

Chris Crow, Carmax, said they have met all of the requirements.

Commissioner Woolley said the 6 ft. screen wall should follow the contour of the sidewalk, and the elevation should be consistent. Senior Planner Schindler said the measurement would be from the top of the sidewalk.

Bruce Kimmell, said he lives across the street and is glad to see the development coming. He said there are problems with drag racing on this street. He said he is concerned about the 4 way stop, but has heard that a signal is coming in July. He said he feels 11400 South is currently too

Transportation (UDOT), March 30, 2004, In the City Of South Jordan, Utah

B. A Resolution Adopting The Amended Personnel Policies And Procedures Manual And The New Employee Handbook And Payroll Policies And Procedures Manual

C. A Resolution Of The Legislative Body Of The City Of South Jordan Authorizing The Amendment Of That Certain Interlocal Agreement Creating The Valley Emergency Communications Center (VECC) To Add Additional Members

Council Member Colton made a motion to approve the Summary Action Calendar. Council Member Winger seconded the motion. The vote was unanimous in favor.

VI. SUMMARY ACTION ITEMS HELD OVER

None.

Council Member Gayheart made a motion to go into a Redevelopment Agency meeting. Council Member Winger seconded the motion. The vote was unanimous in favor.

Redevelopment Agency Meeting – separate set of minutes.

Board Member Colton made a motion to adjourn the Redevelopment Agency meeting, and go back into City Council meeting. Board Member Winger seconded the motion. The vote was unanimous in favor.

VII. PUBLIC HEARINGS AND POTENTIAL ACTION ITEMS

A. Public Hearing – File #LUA-2004-04, Resolution #R2004-09 Amending The Future Land Use Plan Map From Recreation-Open Space To Low-Density Residential For Approximately 39.27 Acres Generally Located At 10100 South 650 West So Jordan City

Senior Planner Schindler reviewed the background information on this item.

CM Horst showed a map of the property in question. He showed a map of lands dedicated to open space (just under 300 acres), with the exception of Mulligans golf course. He said the owners of Mulligans approached the City to rezone their land to office/commercial. He said the City asked for a first right of refusal on the property. He said they recognize the dilemma faced by the Sewer District. He said one reason they are looking at this project is to use the revenues to purchase Mulligans, and preserve the green belt. He said they are proposing a high scale development. He said they would put a recreation conservation easement on the Mulligans property to ensure that it remains as

a greenbelt. He showed a concept plan of the proposed subdivision. He said they have pulled off the river significantly. He said they determined to have access into the subdivision through Baxter Drive so they do not have traffic going in front of any existing residential homes. He said they are also rigorously pursuing alternatives for a sewer plant site. He commended the Sewer District for what they are doing. It was noted that the proposed subdivision would have 89 lots.

Mayor Money opened the public hearing.

Carma Bailey, 1331 W. 10250 S., asked where is the property that the Sewer District gave an earnest money agreement for? Mayor Money said it is the same property. The District submitted an earnest money agreement for that property.

Ms. Bailey asked if there is a Sewer Plant planned in the Daybreak development? CM Horst said not at this time. He said there could be in the future. Mayor Money said Kennecott has agreed to use the South Valley Sewer District, or build a new one.

Richard Nielson, 561 W. 10000 S., recommended that the City change the approximate address on this application from 650 W. to *800 W.* CM Horst concurred.

Mr. Nielson said their property borders the Jordan River. He said a sewage treatment plant anywhere in the Jordan River Valley is inappropriate. He said he understands the logics regarding the economics for the location of the sewage treatment plant. He said putting the sewage treatment facility in the Jordan River Valley ignores the value of the river waterway property. He said riverfront properties are the most valuable resources, unless there was expected flooding. He said that is the case everywhere but here. He said they are committing a portion of their property to wildlife improvement. He said he is concerned that the surrounding properties would be devalued by the sewage treatment plant. He said there is a reason to protect the property, but it is not necessarily a reason to just exclude the Sewer Treatment Facility. He said he is concerned about the aquifer in South Jordan City. He said there will be serious trouble, if they don't solve the water supply problems. He referred to water problems in other parts of the Country. He said when the aquifer dries out, cracks start in the ground and go to the surface and then they have an open connection to the surface from several hundred feet down. He said the plan proposed by Kennecott and Jordan Valley Conservancy District draws the water level down on the aquifer. He said the people will not be able to draw well water because of the spread of contamination. He said if the aquifer is not protected, the process will continue. He said the only solution is recharging the aquifer. He said the Sewer Plant should be near the base of the Oquirrh Mountains. Mayor Money said they could pump the affluent up there. Mr. Nielson said there is no economic advantage gained by pumping water treated in the river valley if they have to pump it up to the base of the mountain to recharge it. He said he will meet with anyone to discuss this issue further. He said they should not rezone this property just so the District will move their request for land somewhere else in the Jordan River Valley.

Kim Burgon, 10201 S. 1300 W., said he is open to the proposal, if the money from the development is used to save property closer to 10600 South. He said he thought they could not do a development with one entrance, and the proposal appears to have only one entrance. CM Horst said there will be stub roads, but the subdivision is only concept at this time.

Greg Cazier, 928 W. Melody Ct., said he was surprised at the lack of planning from the Sewer District. He said the Division of Water Quality said it was highly unlikely that they could discharge water from the Sewer Plant into the river. He said the Corps of Engineers said it would be extremely unlikely to get approval to build such a facility in the river bottoms. He said the river bottoms is an area with high liquefaction; in the event of an earthquake, there would be substantial damage. He said sometimes engineering reports are written by people that will be hired to design such a facility; it is not an unbiased point of view. He said he is not greatly in favor of developing the river bottoms residentially, but it could be an asset rather than a liability. He said the Sewer Plant is a liability.

Craig White, South Valley Sewer District, read a prepared letter (Attachment A).

CM Horst cautioned that no closed meeting details should be stated publicly. Mayor Money noted that he was not present at the Sewer District's closed meeting today.

Janet Witherspoon, 962 Harmony Row Cir., said she appreciated Mr. White's comments because it was informative at how this situation developed to this point. She said she is concerned at the lack of citizen input until after an offer had been made on that property. She said she does not want a sewer plant on the property. She said there is great value in the natural resource that cannot be reclaimed once any development goes in there. She said she would rather have a subdivision over a sewer plant. She said she is concerned that the City is developing the subdivision, and asked if it would open up the rest of the property for other development in the river bottoms?

Mike Carter, 897 W. Holly Crest Dr., said he represents a large group of concerned citizens relative to the sewer treatment plant. He said the District withdrew their offer. He said an independent appraisal was done on the property. As part of the appraisal process, the highest and best use had to be evoked. He said to have a value of $1.5 million, it would have to be an A-5 or Industrial zone. He said from a residential standpoint, the value would be closer to $9-10 million. He said the sewer plant proposal is not an extension of the West Jordan facility; it is a new District facility. He said he understands there is a rule that sets forth regional sewage treatment facilities in the Salt Lake Valley. That rule must be changed by the State of Utah through the Legislative process for any new facilities to be considered. He said the growth in West Jordan is pushing the District to look for the additional property. He said South Jordan will contribute to that and another regional facility may need to be built, but it should not be done in the Jordan River Valley. He said he understands that the West Jordan facility has the same amount of land to build the same number of facilities that could be built on the land in South Jordan. He said if the existing facility were built out, that would give the District time to

look for an appropriate site, if a new facility is needed. He said that would also give them time to use new technology in the future for a sewer plant. He said the City does have the right to develop their property. He said there is the potential for several commercial developers being interested in the Mulligans golf course, and the City is being proactive to save the facility. He said that is good for all of South Jordan; it is the Gateway into the City. He said if a sewage treatment facility is located on the proposed property, the surrounding property values will be impacted. He said that will impact the City as well as the County relative to revenues collected from property taxes. He said he figures property values will be affected from the freeway to 1300 West.

Joe Fullmer, 1821 W. 9640 S., asked if the City currently owns the proposed property? He was told yes. Mr. Fullmer asked what is the Mayor's conflict of interest? Mayor Money said he is the Mayor of South Jordan and he is South Jordan's representative, as a Board Member, for the South Valley Sewer District. Mr. Fullmer said little comment has been made regarding zoning; it has been centered around the sewer plant. He said he is against the rezoning because the expressed intent is to raise the property value so the Mulligan's area can be purchased. He said they will have to wait for that property to mature before it can be developed. CM Horst said they are purchasing the golf course so it will remain as a golf course.

Ken Olsen, said he supports the zone change. He said the City needs to get its value out of the property. He said he was in negotiations with Peter Coates on his property, which is not as good of a piece as the City parcel. He said he was paying close to $9-10 million for that property. It was noted that the Coates property was zoned R-1.8.

Scott Soulier, 10281 S. 1000 W., said Mr. White complained that the District did not get advance notice regarding this proposal. He said he did not appreciate that the citizens were given literally days of notice, after months of private and secret negotiations. He said he objects to Mr. White's characterization of fairness.

CM Horst said the presentations made by the Sewer District were done in a closed meeting, at the District's request. He said to reveal those negotiations would reveal the discussions that took place in those sessions. He said to reveal that information, it would take the approval of this body and all of the participants in the closed session. He said it was requested that the City not share that information.

Mr. Soulier said this is a nation for, of, and by the people. CM Horst agreed, but said that is how the State law is written.

Brent Dabb, 10241 S. Springcrest Lane, said he can't believe residents contiguous to the proposed property did not participate or have some involvement. He said he does not believe this is the only location for a sewer plant. He said he supports the housing. He said he would like to work with the City on a road going into his property. CM Horst said that is still possible; the subdivision is just concept at this point.

CM Horst said the City is required to have public hearings if they sell more than one acre. He said they also have to have public hearings for development proposals. He said public hearings would have also been held with the State agencies. He said there would have been 6-10 different public hearings before a sewer facility would have been built.

Dave Aleman, 10227 S. 1000 W., said he also owns a vacant lot two blocks east. He said he feels it is unfair to have a devaluation of property. He said they support the rezoning.

Mayor Money closed the public hearing.

Council Member Colton asked why the Planning Commission voted to deny this 4-0?

Dwayne Woolley, said they were required to take a vote. He said they did not have sufficient information to vote in favor of the action. He said they did not have the rationale behind the whole change. He said they did not know about Mulligans.

CM Horst said they were asked by the District to not go public with the information until they were ready. He said they were not allowed to release the Mulligans information because of competitors, etc. He said because the City is making a good faith effort towards the purchase of Mulligans, the City was able to disclose the information and go public.

Van Palmer, 10148 S. 1000 W., said it is time for the people to take this back into their own hands. He said he does not like the closed meetings. He said they should stand up and represent the people. He said there are many places that the sewer plant can go. CM Horst said they cannot make decisions in closed meetings, but they can discuss certain things.

Council Member Marlor said the first earnest money agreement was pulled by the Sewer District. CM Horst said when the application was pulled, the City knew that the District was reviewing some of the issues. He said there was some questions on their study data. Council Member Marlor said the City has a right to act on their property.

Council Member Winger said there was no proposal on the table for a sewer plant when she came on the Council. She said she is looking after the best interests of the residents. She said they have to have sewer plants, but there are other places that the plant could go. She said she was disappointed with the threat of a lawsuit. She said she will help find another place for the sewer plant. She said they should work together. She said she is opposed to the sewer plant in this location.

Council Member Wenner said there are still some questions regarding the sewer plant that have not been answered. She asked why the West Jordan site cannot be expanded? She asked what makes the people in West Jordan have more of a say over the land use than people in South Jordan? She said she cannot imagine that it would not be more cost effective to expand the plant, rather than building another satellite plant. She said she still

has a lot of questions regarding sewer in the Daybreak development. She asked why don't they work on something that will happen sooner in the Daybreak development?

Council Member Gayheart said they did have 1-2 closed meetings with the District. She said it is not the City's job to communicate what the District wants to do with that property. She said the District indicated that they would hold public hearings and that has not been done. She said she would like to save Mulligans and keep the area as open space. She said they don't have the money that it would take to save Mulligans, without doing this project.

Council Member Winger indicated that she would like to hear more of Mr. Nielson's water presentation. She said the District should take advantage of his expertise and recommendations.

Mayor Money said he knew there would be concerns when the idea of a use for the river bottoms was brought up. He said it is an extremely sensitive area. He said they have to deal with sewer issues, but they should not have to bear the total burden of solving the District's problems. He said they are adding to those problems. He said he hopes they have not exhausted a working relationship with the District to resolve this issue. He said he was sad to hear that the District is throwing out legal recourses at this time. He said he resents the statement that the City is changing the use and the value of the property to extract more money from the District, and ultimately the residents of South Jordan. He said he wants to keep Mulligans as recreation/open space. He said he would hate to see the area developed commercially. He said this proposal, as well as the revenues generated by Mulligans, would give them a source to buy Mulligans. He said they are looking at greater use of the property. He said he believes the subdivision will be a desirable development. He said he is very much opposed to the development of single family residences, if they can't buy Mulligans.

Council Member Marlor made a motion to approve Resolution R-2004-09. Council Member Colton seconded the motion. The vote was unanimous in favor.

Council Member Wenner made a motion to take a break. Council Member Winger seconded the motion. The vote was unanimous in favor.

C. Public Hearing – File #REZ-2004-06-Z, Ordinance #2004-06-Z Amending The City's Zoning Map From A-5 To R-2.5 For Approximately 39.27 Acres Generally Located At 10100 South 800 West

Senior Planner Schindler reviewed the background information on this item.

Mayor Money opened the public hearing.

Dwayne Woolley, 1962 W. Ingot Way, recommended that they consider leaving the bottom acreage as open space, the upper section as R-2.5. CM Horst the open space is part of the environment of the PUD.

South Jordan City
Planning Commission Meeting
September 14, 2004

I WORK SESSION

PRESENT: Chairman – Clark Mabey, Planning Commission –Kathie Johnson, Fred Kankamp, Sam Puich, and Dwayne Woolley, Senior Planner – Greg Schindler, Secretary – MaryAnn Dean

EXCUSED: None.

A. Roll Call

All those present are listed above.

B. Review of the Agenda

The Planning Commission reviewed and discussed the items listed on the agenda.

I GENERAL BUSINESS ITEMS

PRESENT: Chairman – Clark Mabey, Planning Commission –Kathie Johnson, Fred Kankamp, Sam Puich, and Dwayne Woolley, Senior Planner – Greg Schindler, Secretary – MaryAnn Dean

EXCUSED: None.

AUDIENCE: Brent Robison, John Martin, Carolyn Martin, Anna Florin, Michael Florin, Julie Berreth, Reid Anderson, Chris Drent, Milt Shipp, David Cox, Lori Vance

A. Roll Call

Chairman Mabey opened the meeting at 7:03 p.m. The Planning Commission was present, as listed above.

B. Approval of Agenda

Chairman Mabey noted that there is an amended agenda, and the land use and zoning will not be addressed for the property located at 800 West 10000 South.

Commissioner Kankamp made a motion to approve the amended agenda. Commissioner Johnson seconded the motion. The vote was unanimous in favor.

C. Approval of the Minutes of the Meeting held on August 24, 2004

The Planning Commission noted some changes that were made to the minutes, in the work session.

Commissioner Woolley made a motion to approve the August 24, 2004 Planning Commission minutes, as amended. Commissioner Puich seconded the motion. The vote was unanimous in favor.

D. *Citizen Request/Comments*

None.

II. SPECIAL BUSINESS ITEMS

None.

III. ACTION ITEMS

A. *File #SUB-2004-40, Final Residential Condominium Plat, The Cottages At Templeview, Phase II, 9501 South Redwood Road, 28 Units, 3.36 Acres, M-U North Gate, Brent Robison/Ron Thorne (Applicants).*

Senior Planner Schindler reviewed the background information on this item. It was noted that the applicant is present and available for questions.

Commissioner Johnson made a motion to approve File #SUB-2004-40, Final Residential Condominium Plat, The Cottages At Templeview, Phase II, 9501 South Redwood Road, 28 Units, 3.36 Acres, M-U North Gate, subject to the original conditions of both the Planning Commission and the City Council. Commissioner Kankamp seconded the motion. The vote was unanimous in favor.

IV. PUBLIC HEARING ITEMS

A. *File # REZ-2004-17 & REZ-2004-18, Application To Amend The City's Zoning Map For Entire Ridgecrest Estates Subdivision (21.30 Acres) Located At 10229 South 1000 West & 1.87 Acres Generally Located At 892 West Brookcrest Circle From Residential R-1.8 to Residential R-2.5, Arbor Residential Properties L.C. (Applicant).*

Senior Planner Schindler reviewed the background information on this item. He said by changing the zoning, it could change the designation of properties as horse property. He said lots 1, 2, and 25 are the only remaining lots that are large enough to have horses. He said if they already have horses, they can keep the horses unless the horses go away for one year. He said if someone desired to have a horse, it would have to be on the property prior to the City Council approval. He said the City Council will be reviewing the Planning Commission's recommendation at the next City Council meeting.

Chairman Mabey opened the public hearing.

Chris Vanluen, 10263 S. Springcrest Lane, said he is against this application. He said if a two story home is built, he will lose his view. He said increasing the density is a bad idea. He suggested a view preservation easement or a height restriction on the homes. He said at this point, he wish the sewer proposal was back.

Commissioner Woolley said the subdivision that would build homes in Mr. Vanluen's back yard was pulled from the agenda. This application is a separate issue.

Mr. Vanluen said the more homes that are built in the area, the closer they will be to his back yard. Chairman Mabey said they cannot protect views. Mr. Vanluen said other cities have restrictions, and there are ways to help protect views. Commissioner Johnson said the subdivision itself can have covenants to protect views. Mr. Vanluen said if he cannot prevent the homes, he would like to have less homes.

Mike Carter, 897 West Holly Crest Dr., said this request was to facilitate the property owners that have land that is on the slope, and that will directly adjoin the city property in the R-2.5 PUD. He said one of their concerns is that the water table is too high. He said they should not make a decision on this application tonight until they decide what will happen on the city owned property. He said he is opposed to making the change tonight based on the future of the land that adjoins the subdivision.

Lori Vance, 10281 S. 890 W. (lot 25 in Ridgecrest Estates), said she is opposed to the zoning change. She said she would like her animal rights grand-fathered. She said if the zoning is changed tonight, she would like a pre-cast concrete wall on the north and east side of her property to keep the animals in her property boundaries. She said she would also like a view easement. She said she does not like to look into other people's homes. She asked if they can grandfather her animal rights?

Chairman Mabey said if Ms. Vance has large animals currently, she can maintain them. Ms. Vance said her animals are not currently on her property; they are pastured somewhere else. Senior Planner Schindler said they could eliminate Ms. Vance's property from the rezone. That would guarantee her animal rights. He said he would check with the city attorney to see if the animals have to be on the property when the property is rezoned, or if they just have to have been on the property in the last year.

Ken Olson, said the people that live on the ridge paid a premium for their view lots. He said it is different that other places in South Jordan. He said it is not too much to ask for consideration on the view lots. He said they could restrict the upper lots to ramblers with a walkout basement.

Chris Drent, 205 S. 300 E. (Copperton), said he works for Arbor Residential properties. He said the lots abutting next to this subdivision will be the premier lots, and will be the biggest lots in the subdivision. He said the City already restricts the height of buildings.

He said people predominantly want ramblers, but he can't promise that a two story home won't be built. He said they are not able to do walk out basements because the basements would be abutting the hillside. He said there would be 1/3 acre lots against the existing subdivision.

Commissioner Woolley asked what is the purpose of the rezone? Mr. Drent said they are going to purchase some of the back half of the subdivision to add more lots to the Riverwalk subdivision. He said this will not create an access to the Riverwalk subdivision. He said the plan is to install a masonry wall.

Commissioner Woolley said the advantage to the developer is that they would have more lots in the Riverwalk subdivision. There is a disadvantage to the existing property owners with their views being obstructed. Mr. Drent said they have agreements with all of the property owners that they will be abutting the back of their homes, except Mr. Vanluen.

Mike Carter, 897 West Holly Crest Dr., said the developer is saying that this will be an R-2.5 subdivision but the other proposal, which was pulled, was to change it from an R-2.5 to an R-6. Senior Planner Schindler clarified that only half of the Riverwalk subdivision will be applied for the R-6 designation. He said it is half of the subdivision that is closest to the river; the rest would remain R-2.5.

Mr. Carter said it is premature to make this decision until they know what is going to happen with the city owned property. Senior Planner Schindler said if the R-6 zoning is not approved, the applicant could go forward with the R-2.5 zoning for the whole subdivision.

Chairman Mabey said this property could be developed independently from the city owned property.

Chris Vanluen, 10263 S. Springcrest Lane, said he has a retaining wall on his property. He asked if that will be the responsibility of the builder to help reinforce the wall? Chairman Mabey said that question should be addressed if and when a site plan comes through.

Chairman Mabey closed the public hearing.

Commissioner Kankamp said if they make this change, there are existing lots that would lose their flexibility to have horses on their property. He said he is opposed to this application, the way it is written.

Commissioner Johnson asked if Commissioner Kankamp would still be opposed if they excepted the horse properties out of the change?

Commissioner Woolley said Mr. Vanluen bought his property with the expectations that things would remain constant behind him. He said he is against this application unless Mr. Vanluen comes to an agreement with the developer. He said he can't vote in favor of

a change that benefits the developer only, and hurts the existing property owners. Commissioner Puich concurred.

Chairman Mabey said this would change an existing subdivision so that one person could benefit more than the existing homeowners. Commissioner Woolley said they should not do it unless everyone feels it is a good idea.

Commissioner Kankamp said he would be opposed to the application, even if they except the horse properties.

Commissioner Kankamp made a motion to forward a recommendation of denial to the City Council for File # REZ-2004-17 & REZ-2004-18, Application To Amend The City's Zoning Map For Entire Ridgecrest Estates Subdivision (21.30 Acres) Located At 10229 South 1000 West & 1.87 Acres Generally Located At 892 West Brookcrest Circle From Residential R-1.8 to Residential R-2.5. The vote was 4-1 in favor, with Commissioner Johnson opposed.

Commissioner Johnson said if they excepted lot 25, and if all of the other adjoining property owners are willing to go along with it, she feels the property owner should be able to work with their property.

Senior Planner Schindler said this item will be on the City Council agenda next Tuesday (September 21, 2004). Commissioner Woolley said the denial tonight is only a recommendation; the City Council makes the final decision.

B. File # SP-2004-24, Site Plan Application For a Retail Building, Located On Pad B Of The Carriage Crossing Retail Center, 9800 South And West Of Bangerter Highway, Commercial (C-C), Development Associates (Applicant).

Senior Planner Schindler reviewed the background information on this item.

Chairman Mabey opened the public hearing.

John Martin, 3657 Elk Valley Lane, said he lives behind Carriage Crossing. He requested that the permits and applications be withheld until some issues are resolved. He said there were concessions and promises made by Development Associates. He said he has concerns with lighting. He said the lighting has changed from the original agreement. He said Development Associates has ignored requests to change the lights by Scott Lee (Code Enforcement Officer). He said the lights are too bright. He said the original plan shows the light fixtures to be directed downward. He said he has concerns with 5 lights that are attached to the building. He showed, on the site plan, where the lights are located.

Chairman Mabey closed the public hearing.

Milt Shipp, Development Associates, apologized to Mr. Martin. He said this is the first that he has heard of the problem. The property manager said he will immediately shield the lights. The property manager said he thought the problem was the parking lot light, and he fixed that problem. He said he would take care of the other lights soon. Commissioner Kankamp encouraged the applicant to take care of the light issue.

Commissioner Puich made a motion to approve File # SP-2004-24, Site Plan Application For a Retail Building, Located On Pad B Of The Carriage Crossing Retail Center, 9800 South And West Of Bangerter Highway, Commercial (C-C), with the following conditions:

- **All bonds and fees required are to be paid prior to the issuance of a building permit.**
- **Architectural design and materials to match the existing retail buildings of the Carriage Crossing Center.**
- **Landscaping plan must be stamped and signed by a licensed Landscape Architect.**
- **All other Planning/Zoning, Water, Engineering, and Fire Department requirements are to be met.**

Commissioner Johnson seconded the motion. The vote was unanimous in favor.

Chairman Mabey recognized some scouts present. Scout Troop 4380 introduced themselves.

C. *File # SP-2004-19, Site Plan Approval For A Salt Lake County Library Located At 10673 South Redwood Road, 4.47 Acres In The M-U Community Center Zone, Cooper Roberts Simonsen Architecture/Salt Lake Facilities Management (Applicants)*

Senior Planner Schindler reviewed the background information on this item. He said the design of the building has changed, and new drawings will be coming forward.

Chairman Mabey opened the public hearing. There were no comments. He closed the public hearing.

Chairman Mabey asked how soon they will have plans that they can approve?

Julie Berreth, Sahara Construction, said they will have revised elevations and a rendering done in time for the Architectural Review Committee (ARC) meeting scheduled for September 22, 2004. She said the aesthetic changes are not significant, and the intent was to proceed with the Planning Commission site plan approval, contingent on aesthetic approval by the ARC and the Planning staff. She said the design changes came about from desires of the County Library Board. She said the changes will cost more. She said the changes include some curved elements at the roof and the entrance to match the façade of City Hall. She said the Planning Staff feels the changes make the building better.

Commissioner Johnson asked why the library has a more industrial feel, as opposed to the traditional elements in the rest of the area. Ms. Berreth said the redesign makes the building softer.

Chairman Mabey, Commission Woolley and Commissioner Kankamp said they would like to see the plans before they approve it. Commissioner Kankamp recommended that the decision be tabled for 2 weeks. It was noted that the public hearing was already held. Ms. Berreth clarified that they can dig the footings, and put in the form and rebar? She was told yes. She said the change to the building does not change the footprint of the building. Ms. Berreth said they are pushing the project quickly because winter conditions cost more money. She said they are okay to reschedule the approval to the next Planning Commission meeting.

Commissioner Woolley made a motion to table File # SP-2004-19, Site Plan Approval For A Salt Lake County Library Located At 10673 South Redwood Road, 4.47 Acres In The M-U Community Center Zone, to the next Planning Commission meeting, and that the appropriate documentation be brought forward. Commissioner Puich seconded the motion. The vote was unanimous in favor.

V. OTHER BUSINESS

A. Calendaring Items

None.

B. Planning Department Matters

None.

VI. ADJOURNMENT

Commissioner Kankamp made a motion to adjourn. Chairman Mabey seconded the motion. The vote was unanimous in favor.

The September 14, 2004 Planning Commission meeting adjourned at 8:01 p.m.

Commissioner Woolley suggested they remove the language *Exterior wall* from number 2, under lighting. He said they need to rewrite number 7 under section 17.70.040 to address the concerns about the storage of RV vehicles. He said he does not agree with auto sales in the area. Commissioner Kankamp said he does not favor the automobile sales. Chairman Mabey concurred. Risk Manager Labrum said they should also delete RV and boats sales. Commissioner Woolley said the City has turned away developers if they did not want to meet the standards.

Commissioner Kankamp made a motion to recommend approval to the City Council for Ordinance 2004-05, with the following modifications: exclude new and used automobile sales, and recreational vehicle and boat sales under conditional uses (section 17.70.030), reword number 7 under section 17.70.040 so that the storage of RV's is not as restrictive for residential lots, and to delete the language *Exterior wall* at the beginning of item 2, under section 17.70.160 regarding lighting. Commissioner Johnson seconded the motion. The vote was unanimous in favor.

C. *File #SUB.2004.17, Preliminary Plat & Conditional Use Permit Approval for an 89 Lot Planned Unit Development (P.U.D.) Gated Community Located on Approximately 39 Acres Generally Located at 10200 South 750 West in the R-2.5 Zone District, South Jordan City (Applicant)*

Development Services Manager Burbidge reviewed the background information on this item.

Commissioner Woolley asked about the meandering water feature. Development Services Manager Burbidge said it is an existing stream, and it dumps into the Jordan River. He said the water is not pumped. It was noted that part of the rear yards will be wetlands; no structures can be constructed on wetlands.

Commissioner Puich asked if there is any worry about flooding? Senior Planner Schindler said many of the homes would not have basements; the properties further west may have basements, but would require a sump pump.

Chairman Mabey asked what is the final density? Senior Planner Schindler said it is about 2.27 units per acre. Commissioner Woolley said if there is no basement, the requirement for a 3600 sq. ft. home should be reduced so they are not forcing two story homes along the river. Risk Manager Labrum said they should then go with a standard zoning rather than a PUD because the requirement would then be only 2400 sq. ft. Commissioner Woolley said they should allow a variance if they are not able to build a basement. Risk Manager Labrum said that would change the zoning because they would have to allow the same change on all lots. He said the Board of Adjustment is not allowed to change the zoning.

Brad Kennison, Civil Science, said a 3600 sq. ft. home could fit on all of the lots within the subdivision. He said there are wet areas created by a land drain, but they are not sure if any of the area is currently designated as wetlands at this time.

Commissioner Johnson said a one story home makes sense along the river front so it does not effect the view.

Commissioner Kankamp said there is a street by lots 15 and 16, but it is not a cul-de-sac. Senior Planner Schindler said it is a dead end; a turnaround is not required when the road serves two or fewer lots on each side. Commissioner Kankamp said it is similar next to lot 21.

Commissioner Kankamp said he is concerned about a single entrance. Senior Planner Schindler said the road stubs to the north for future access. Commissioner Kankamp said he gets nervous when they have subdivisions with many homes and only one entrance. He said if there is an emergency, they cannot get in or out. He said they don't know what the future holds. Development Services Manager Burbidge said a 3600 sq. ft. home is required to have a sprinkler system. Commissioner Kankamp said that does not take care of other public safety issues. Commissioner Johnson said she is concerned about response time for public safety vehicles. She said access into the property is difficult. Senior Planner Schindler noted that access is more difficult in other areas west of the Jordan River near 11400 South.

Chairman Mabey opened the public hearing.

Anna Florin, 10331 Spring Crest Lane, referred to some prepared questions (Attachment A).

Ms. Florin asked if the homes will all look the same? Senior Planner Schindler said the City is the developer; he is not sure if they will sell the lots to one builder or multiple builders. Ms. Florin asked about who will be responsible for flooding? Senior Planner Schindler said if the property is in a flood plain, the homeowners will be required to get flood insurance. Commissioner Woolley said the mortgage company requires the flood insurance. Commissioner Johnson said they could make flood insurance part of the Homeowners Association dues.

Ms. Florin said Mulligans had said that it was hard to grow trees because of the high water table.

Dennis Bowdell, represents the South Side Church of Christ, who owns a 5 acre parcel at the end of Baxter Drive. He said they are negotiating with the City for an access to the property. He said that is not finalized yet. He asked if the second access would go to 1000 West? Senior Planner Schindler said that is the intent.

Mr. Bowdell asked what would happen if they do not agree to the access? Senior Planner Schindler said they would have to find another access for the subdivision to be built. Development Services Manager Burbidge said there are other options; Mr. Bowdell's property is the preferred option.

Mr. Bowdell asked what is the development schedule? Development Services Manager Burbidge said they would like to move on it as quickly as they can.

Commissioner Woolley said a recommendation should be added that a second access must be finalized before the final site plan is submitted.

Michael Florin, 10331 Spring Crest Lane, asked about the type and height of the proposed wall.

Senior Planner Schindler said a 6 ft. pre-cast masonry wall would be installed. He said double frontage lots would be created. He said he is unsure if the grade will change. Mr. Kennison said the wall would be a minimum height of 6 ft. He said some places may need a little fill. He said they do not expect it to be a retaining wall. Commissioner Woolley noted that the wall is shown on the plat, but was not made part of the conditions.

Mr. Florin said it is a beautiful piece of property, and said there are many uses for the property. He said they should be careful how to develop the property. He said this use is better than the sewer plant. Chairman Mabey noted that the Planning Commission recommended that the property remain as open space. Since then, the land use and zoning were changed so they are now addressing what is an appropriate use on the property.

Lori Vance, 10281 S. Spring Crest Lane, said in the preliminary plan, it shows a pre-cast masonry wall along the west side of the road. She said on the corner of her property, the masonry fence ends and the vinyl fence begins. She said she has horse property, and there are properties all along there that are zoned for animals. Commissioner Woolley said he feels it should be a concrete fence all the way to the end of the lot.

Ms. Vance noted that there is a storm drain at the bottom of the property where they access irrigation water. Development Services Manager Burbidge said that would be addressed by the engineers.

Chairman Mabey noted a letter submitted by Kenneth Olson (Attachment B).

Chairman Mabey closed the public hearing.

Commissioner Woolley asked if the City has talked to all of the landowners regarding a second access? Development Services Manager Burbidge said they have talked to property owners with potential access. He said the grade is steep in the area and that makes access difficult. Senior Planner Schindler said there was some discussion about putting in a road through Mulligans along the river. He said they felt that it was not the best thing to do if they are trying to preserve open space.

Commissioner Woolley asked where Green River Drive is? Senior Planner Schindler showed him on a map. It was noted that houses east of that road would not be allowed to have basements. Senior Planner Schindler said the smallest lot size is 10,000 sq. ft. He said the homes will likely be 2 stories unless they are required otherwise.

Mr. Kennison said the homes would all be setback at least 150 ft. from the trail, plus an additional 15 ft. rear setback.

Commissioner Kankamp asked where is the groundwater? Mr. Kennison said a geo-technical study will likely be done as part of the final plat. He noted that 2-3 feet of fill will be brought in on all of the building lots. Commissioner Johnson asked if the homes will have settlement

problems? Mr. Kennison said not if they follow the recommendations of the geo-technical engineer. Senior Planner Schindler said they could make the geo-technical report a requirement for the final plat.

Mr. Kennison said there are provisions for a water line to be moved, per the master plan for the City.

Commissioner Woolley said the concerns with the horse property need to be addressed. He said he is still concerned about building a 3600 sq. ft. rambler, with no basement, on a 10,000 sq. ft. lot.

Commissioner Puich said he is still concerned about who is responsible for the flooding of the homes, after they settle? Development Services Manager Burbidge said a soil compaction report would be done. Mr. Kennison said they did a FEMA study and they have proposed a letter of map provision. He said the 500 and 100 year floods would stay within the banks of the river, even without bringing in the fill. He said the City is not disregarding the fact that the property is in a flood area. He said he does not know enough about the flood insurance to know who would be responsible, but he believes it is part of the City's flood insurance. Commissioner Johnson said if the map provision is approved, and the property is taken out of the flood zone, the homeowners would not be able to get flood insurance to back them up.

Chairman Mabey said he would like to see two entrances. He said he has questions regarding changing the flood zones, and if the buildings would have to be single or double story. Commissioner Kankamp said the ingress/egress is still a concern, as well as the dead ends. He said he is concerned that the property is wet. Commissioner Puich said he is concerned about the wetlands, and the number of lots in the subdivision. He said if all of the homes are two story, it looks too "cookie cutter" to be a nice subdivision. He said he is concerned about the single entrance, and he is still unsure if this is a flood plain. Commissioner Johnson said a turnaround could be easily developed. She said two entrances would be nice. She said sump pumps go out if they lose electricity in a bad storm. She said she is not opposed to the subdivision, but there are some things that still need to be worked out.

Commissioner Woolley said the letter from Ken Olson talks about the impact that the access road would have to one of the par 4 holes. He said the intent is to save Mulligans, yet they are damaging it the way the subdivision is currently planned. He said the City has not talked to the surrounding property owners to see how they can mitigate the impact, and that would be required of other developers. He said he is okay with housing being developed, but several issues still need to be addressed.

Commissioner Kankamp made a motion to deny File #SUB.2004.17, Preliminary Plat & Conditional Use Permit Approval for an 89 Lot Planned Unit Development (P.U.D.) Gated Community Located on Approximately 39 Acres Generally Located at 10200 South 750 West in the R-2.5 Zone District. Commissioner Puich seconded the motion. The vote was 4-1 in favor, with Commissioner Johnson opposed.

B. File #SUB-2004-17, Application To Appeal The Planning Commission's Denial Of The Conditional Use Permit/Subdivision Plat For An 89 Lot Planned Unit Development Gated Community On 39 + Acres Generally Located At 10200 South 750 West In The R-2.5 Zone District

Development Services Manager Burbidge reviewed the background information on this item. He said there could be the possibility of three access points in the subdivision, but there would initially be one entrance. CM Horst noted that the City may install the subdivision or they may sell the property and allow a developer to install the subdivision. He said they are following City code regarding lot size, home size, and setbacks. Mayor Money said they pulled the development off the river and created more open space.

CM Horst said Mr. Dabb requested a stub road at lot 80. Council Member Winger asked how steep is the property? CM Horst said the road would have to meet the City standards.

The Council discussed the changes that could be made to the golf course. CM Horst said changes to the golf course may be needed anyway because of interest from potential golf schools.

CM Horst referred to the property owned by the Church of Christ. Representatives from the Church of Christ said they have no major opposition to the subdivision at this time. CM Horst said the Church of Christ is interested in selling the property; the question is if the Church sells the lots or if a developer buys the property. He said the preference is for a developer to buy the property and market the extra 6-7 lots. The Council discussed Baxter Drive. Development Services Manager Burbidge said the road has an 8 percent grade. It was noted that 4 lots back up to the access road. Mayor Money noted a future stub for the Wright and Palmer properties. CM Horst said the road will go through, if the property is developed.

CM Horst said they will have the engineering drawings and the restrictive covenants with the final plat. He said restrictive covenants are not required. He said the City does not enforce restrictive covenants. He said some soils tests have been done, and some flood work has been done. He said there are ground water issues on the lower lots, but that may dissipate with the meandering ditch. He said if not, the houses will be built on slabs. He said most of the homes will have basements. He said a geo-tech report will come in on each lot when they submit a building permit.

CM Horst said if the property falls under FEMA, FEMA will cover any flooding. If it is not part of FEMA then the homeowner has to get flood insurance. He said there will be no liability for the City. He said it will all be disclosed on the final plat, like any other subdivision.

CM Horst corrected his statement about restrictive covenants. He said they are required, but the City does not enforce them.

Council Member Winger said she wants to hold the City to the same standard that they would hold anyone else to. CM Horst said this application has been taken through the same process. The Council discussed the issues with the Planning Commission. Development Services Manager Burbidge said the key issues were access and potential flooding.

Council Member Winger asked when the other access roads would be built? CM Horst said it depends on development. He said there are many developments within the City with one access.

Council Member Marlor asked how many parking spaces are in the open space area, and what other amenities are in the open space area? CM Horst said there would be a tot lot on that property; it is mainly a neighborhood park. It was noted that there is full access to the park from the trail, and there are 8-10 parking spaces. Council Member Marlor asked why parking is needed? CM Horst said it could be used for family reunions or birthday parties.

Council Member Colton said if the subdivision is not approved, the Sewer District will take the property. CM Horst said they would also not have the money to buy Mulligans.

Development Services Manager Burbidge said a geo-technical report will be submitted with the final site plan. CM Horst said the Sewer District took soil samples and they have some data.

The Council discussed the property values next to the access road. Council Member Marlor said this alternative is better than having a commercial development in their back yards. There is a road and then all of the green space.

Mayor Money said he would not recommend in favor of the development if they were not putting a large part of the funds towards the purchase of Mulligans. He said they need to put a conservation easement on the Mulligans property so it remains open space. Council Member Colton said by doing this, they are preserving more green space and keeping the property values higher in the area. Mayor Money concurred.

Mayor Money said additional public comment will be heard as part of the final site plan process.

Council Member Marlor made a motion to approve File #SUB-2004-17, Application To Appeal The Planning Commission's Denial Of The Conditional Use Permit/Subdivision Plat For An 89 Lot Planned Unit Development Gated Community On 39 + Acres Generally Located At 10200 South 750 West In The R-2.5 Zone District. Council Member Colton seconded the motion. The vote was unanimous in favor.

CM Horst said some subdivisions have been denied because of access issues; others have been approved with a single access.

ADJOURNMENT

Council Member Winger made a motion to adjourn the City Council meeting. Council Member Colton seconded the motion. The vote was unanimous in favor.

Council Member Marlor made a motion to go into a Municipal Building Authority meeting. Council Member Winger seconded the motion. The vote was unanimous in favor.

Municipal Building Authority meeting – separate set of minutes.

Board Member Colton made a motion to adjourn the Municipal Building Authority meeting. Board Member Winger seconded the motion. The vote was unanimous in favor.

Board Member Winger made a motion to go into a Redevelopment Agency meeting. Board Member Gayheart seconded the motion. The vote was unanimous in favor.

Redevelopment Agency meeting – separate set of minutes.

Board Member Gayheart made a motion to adjourn the RDA meeting, and go into a closed meeting for a real property discussion. Board Member Marlor seconded the motion. The vote was unanimous in favor.

ADJOURNMENT

Council Member Marlor made a motion to adjourn the City Council meeting. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

The May 18, 2004 City Council meeting adjourned at 11:14 p.m.

SOUTH JORDAN CITY
CITY COUNCIL MEETING

September 21, 2004

Present: Mayor Kent Money, Council Member Dave Colton, Council Member Ann Gayheart, Council Member Brad Marlor, Council Member Mary Wenner, City Manager Rick Horst, ACM - Public Safety Lindsay Shepherd, ACM - Public Services Rob Wall, ACM – Community Development Gary Whatcott, Development Services Manager Jess Burbidge, City Attorney John Geilmann, City Council Assistant MaryAnn Dean

Others: Nancy Hansen, Brenda K. Lyman, Jerry and Kari Ohrn, Martin Heard, Chris Van Leeuwen, Brent Kemp, Mary Lynn Liddiard, Jim Liddiard, Bonnie Greenwood, Dayle Greenwood, Wayne and Carolyn Painter, Chris Drent, Lori Vance, Dave and Linda Alleman

6:30 P.M.

REGULAR MEETING

I. INFORMATIONAL ITEMS AND OTHER BUSINESS

A. CALENDARING ITEMS

Mayor Money thanked Council Member Colton for the social that was held at his home.

Council Member Colton said Country Fest is September 24th and 25th. He said a brochure was sent to the residents in the mail. He updated the City Council on some of the planned activities.

CM Horst said the City Council entries are #9, 10, and 11 in the parade. He said the City Council should be at the parade line up no later than 8:45 a.m.

Council Member Marlor said on Friday, September 25, 2004, there is a tri-chamber luncheon. He said it is for the chamber of commerce from West Jordan, South Jordan, and the Southwest Chamber of Commerce. He said they will be able to hear the County Mayoral candidates, and the 2nd Congressional District candidates. He said the address for the luncheon is 7879 S. 1530 W., Ste. #800.

B. COMMENTS FROM MAYOR AND MEMBERS OF THE CITY COUNCIL

1. Committee Reports

a. Garden Club Tour Certificates

The Garden Club Tour Certificates were done later in the meeting.

Council Member Marlor noted the Utah League of Cities and Towns Conference last week. Council Member Gayheart said the staff is already doing many of the suggestions given at the conference.

CM Horst noted the Landesk anniversary celebration held last week. Mayor Money said it was a nice event, and the city received a warm welcome.

Mayor Money said he attended and spoke at the Scout Jamberall. He said staff was recognized at the event. He showed a plaque that was presented to the Mayor and the City for being the host city for the Scout Jamberall. He said they should hang the plaque in City Hall. He said he only had one complaint regarding music at night over the loud speakers. He said the speakers should face the arena. Council Member Gayheart said the County has been very good to turn the speakers down so the sound does not carry as far.

CM Horst indicated that they had a successful Taxing Entity Committee Meeting for the South Bangerter RDA project. He said there were members of the Committee that intended to vote against the project, but they ultimately had an 8-0 vote in favor of the project. Council Member Marlor said there was a spirit of cooperation. He said the School District and the State Board of Education feel that the City is doing all they can to help them out.

Council Member Gayheart said she received a letter from Barklay and Renae Gardner regarding the Bingham Creek trail on Skye Drive. She understands from staff that Kenny Corsey will make sure that the trail is more manicured, and put some road base down. She said in the years to come, they are looking at putting blacktop on the trail. CM Horst said they are going to try to make application to the UDOT Trails Grant Program. Mayor Money said they should also see if they can get some money from the Wasatch Front Regional Growth Committee.

Council Member Gayheart indicated that the Miss South Jordan pageant was successful. The new queen is Justi Excell, Malinda Money is 1st Attendant, and Nicole Peterson is 2nd Attendant. She thanked the Committee for the work that they do.

Council Member Gayheart said she met with the Secondary Water Committee, and the City Council will be getting a draft of the secondary water system master plan. It has been reviewed and revised by the Secondary Water Committee.

Council Member Gayheart said staff met with the Gale History Center Committee, and the Historical Committee. She said they are moving forward with the Gale History Center. She said the budget will be forthcoming; the architect will be getting some cost estimates.

C. CITY MANAGER BUSINESS

This item was done at the end of the meeting.

D. NEW BUSINESS

None.

7:00 P.M.

II. GENERAL BUSINESS

A. Welcome and Roll Call

Mayor Money welcomed everyone present. All members of the City Council were present, as listed above. Council Member Winger was excused.

B. Opening Ceremony

1. Invocation

Council Member Marlor offered the invocation.

2. Pledge of Allegiance

Taylor Shelnick, scout, led the audience in the Pledge of Allegiance.

Mayor Money recognized some scouts present. Scout Troop 1756 introduced themselves. Devin Malovich and Allen Greenwood, scouts, introduced themselves.

3. Youth City Council Oath of Office

Barbara Soulier, Youth Council Leader, presented and introduced the 2004-05 Youth Council (Attachment A).

Judge Balmforth administered the Oath of Office to the Youth Council.

Mayor Money said they are excited to have the Youth Council. He said he appreciates the leadership that is helping with the Youth Council.

a. Garden Club Tour Certificates

Mary Lynn Liddiard, Garden Club Committee, indicated that Linda Bennett (Committee Chair) was unable to attend this evening. Mrs. Liddiard thanked Marianne Marlor for her work in bringing the Committee about. They welcomed Anna West and Cynthia Horst, new Committee members. Mrs. Liddiard indicated that the citizens of South Jordan are wonderful.

Mayor Money presented Garden Club Tour Certificates to: Mike and Sheila Reid, Mark and Sandy Kirkendall, Doug and Lori Love, Dave and Martha Lewis, Wayne and Carolyn Painter, Tony and JoAnn Anderson, Tom and Nina Chapman, Dave and Marsha Yates, and Martin and Dianna Heard.

Mayor Money thanked the Garden Club, and said they do great work in the City.

C. Motion To Approve Amended Items, If Any

None.

D. Minute Approval

1. September 7, 2004

Council Member Colton made a motion to approve the September 7, 2004 City Council minutes, as written. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

III. AWARDS, PRESENTATIONS

A. Certificate of Appreciation – KL & KL Investment, Inc.

Mayor Money presented a certificate of appreciation to KL & KL Investment, Inc. He said they are the contractors of the building where the Utah Department of Rehabilitation is located (926 W. Baxter Dr.). He thanked them for helping to beautify the area and help with the growth in the community.

A representative of KL & KL Investment said they were able to do the building in 77 days because of the help of the City's building department. He said he lives in South Jordan and it was a treat to work in South Jordan. He said they would like to work in South Jordan again.

IV. CITIZEN REQUESTS

None.

V. SUMMARY ACTION CALENDAR

A. None.

VI. SUMMARY ACTION ITEMS HELD OVER

None.

VII. PUBLIC HEARINGS AND POTENTIAL ACTION ITEMS

A. Public Hearing – Ordinance #2004-20-Z Amending the City's Zoning Map For the Existing Ridgecrest Estates Subdivision Excluding Lots 1, 2, & 25 Located At 10220 South 1000 West Containing 18.48 Acres, 35 Lots And 1.87 Acres Located Immediately North Of The Ridgecrest Estates Subdivision Adjacent To Lot 29 From Residential R-1.8 To Residential R-2.5.

Development Services Manager Burbidge reviewed the background information on this item.

CM Horst noted that this is an existing subdivision. He said they received a petition today, in support of the application, that is signed by the majority of the residents in the Ridgecrest subdivision (Attachment B).

Development Services Manager Burbidge said the change would make it possible for 4 lots to be subdivided in the future.

Council Member Colton asked why a change is needed if it is already an existing subdivision? CM Horst said the property owners on the rear have requested that their property be subdivided and included in the Village at Riverwalk Development. Council Member Colton asked why do they have to rezone the entire subdivision? CM Horst said they have to make sure what is built falls into the appropriate classifications. He said they have exempted the animal properties so they won't be impacted or affected.

Council Member Colton asked if the rezone would eliminate the large animal rights? Development Services Manager Burbidge said yes. He said they are eliminating lots 1, 2, and 25 so those animal rights would be preserved.

CM Horst said if they only change the zoning on part of the subdivision, they would not have met the definition of the original subdivision.

Mayor Money opened the public hearing.

John Gust, 8215 W. 3645 S., representing Arbor Commercial/Residential properties, said they are acquiring this piece of property and the piece that the City currently owns. He said the Dabb's asked if they could be added to the Riverwalk development. He said that opened the door for other property owners who also wanted to be included. He said it has helped them reorganize the roads in the subdivision and has made it much better. He said they intend on doing a new product in the subdivision. He said they are also looking at some other building materials. He said the new product line will be exciting. He said they are looking at a PUD, and it will be compatible with the surrounding area. He said he feels the development will enhance the area. He said in adding this property tonight, it added 12 lots to the total subdivision. CM Horst said it

allows for a stub road to the north. He said the concept plan ultimately provides for 3-4 ingress/egress points.

Chris Van Leeuwen, 10263 S. Springcrest Lane, said he lives on the ridge adjacent to the Dabb property. He said he opposes this, and does not want to cram as many units in the area as possible. He said because of where his lot is located, he has a premium view and it is a unique lot. He said there is a 4 ft. drop off between the backyard and the developed property. He asked that there be a height restriction to preserve his view. He said if a two story home is built behind him, he would be eye level with the upper level windows. He asked if they can preserve some view and the aesthetic nature. He said he would prefer a rambler type home, if possible. He said he would really prefer half acre lots. He said because of the drop off, he would like a retaining wall built by the builder.

CM Horst said the issues are valid; they will bring them forward to the Development Review Committee (DRC).

Mr. Gust said the 4 new models are ramblers. He said they do not object to ramblers along the ends of the cul-de-sacs where the Val Leeuwen property is. He said he would work with the existing property owners.

CM Horst said they would look at the retaining wall with the engineers.

Brent Dabb, owner of the bottom part of lot 26, and the large lot 27. He said they are in favor of the application. He said they sold the property for the Ridgecrest subdivision. He said they ultimately dedicated 5 acres over the hill to go with the rest of the subdivision and get the R-1.8 zoning. He said ever since that subdivision was approved, 4 other subdivisions have been approved all around them with the R-2.5 designation. He said they would like to get part of their land back so they can retire.

CM Horst said if the zoning does not change, the Dabb's will never be able to develop their land and that would be an inequity. Mayor Money concurred, especially with the R-2.5 zoning all around them. He said they also need to mitigate the neighbors' concerns.

Lori Vance, 10281 S. Springcrest Lane, said she lives on lot 25 and has been exempted from the rezone. She said she did that to keep the zoning for large animals. She said at some point in the future, she may want to join a PUD, or rezone the property for development. She said at the bottom of the lot, there is a large irrigation and water run off vault. She said that will have to be dealt with. She said she would like to be involved in site planning with that. She said she owns an irrigation share, and would need to be able to retrieve her irrigation water from that. She said she would like to have a precast concrete (or CMU) fence on the east side, and continued up the north side of the lot. She showed on a map where her property is located. She expressed support of the view easement to maintain the rambler homes on the hill on the back of the Dabb property.

Mayor Money closed the public hearing.

CM Horst reiterated that DRC will need to resolve the fence issue. He said the public will be notified of future public hearings. He said they are also welcome to address any issues with staff at any time.

B. Potential Action Item – (See VII. A.)

Council Member Colton made a motion to adopt Ordinance # 2004-20-Z. Council Member Marlor seconded the motion. Roll call vote. The vote was unanimous in favor, with Council Member Winger absent.

Council Member Wenner asked what are the Planning Commission's concerns? CM Horst said it stems from the Planning Commission not wanting the property developed at all. Council Member Wenner said she does not understand the Planning Commission's reasoning and thought process for their decision. CM Horst said once the decision was made to rezone the City property, they need to base decisions on the fact that the action has now taken place, and not reflect on wishing that it did not happen. Council Member Gayheart said one concern was that the Planning Commission felt that there was not adequate accesses for the City property. CM Horst said you cannot base a zoning decision on site plan issues. Mayor Money said when the City property was rezoned, there were some sensitive negotiations going on with the Mulligan's property and the Planning Commission was not aware of it at that time.

Mayor Money said the Planning Commission also did not have the petition from the homeowners in the subdivision because it was submitted today. He said that was critical to the decision tonight. He said this issue is now approved, and they are looking for a high class designed subdivision. He said it is a sensitive area in the City, and they feel the developer will do it right.

VIII. DISCUSSION/POTENTIAL ACTION ITEMS

A. Assignment & Assumption Agreement

CM Horst said this agreement is in relation to the Sterling Village project. He said the developer is selling the property for phases 2 and 3 to Castlewood Development. He said the assignment of the property cannot be denied without good cause. He said Castlewood will build 150 less units, and half of the units will be single family residential lots. He said the apartments will be on the railroad track side, and the single family homes will be on the side by the river. He said he feels the agreement is appropriate.

Mayor Money said Sterling Village are quality apartments, and they keep them up well. CM Horst said the first phase will stay with Sterling Village. He said the land and entitlements that came with the development agreement for the 2nd and 3rd phases will be assigned. Mayor Money said they need to maintain the quality of the development. CM Horst said the projects will be reviewed. He said he did not find any legal or compelling reason to turn down the agreement.

Council Member Gayheart asked if the new entity will take on every responsibility that the previous owner would have had? CM Horst said yes. He said the current agreement indicates that

the developer will pay the current fees. He said this is just for the portion being assigned. The previous developer is still responsible for phase one.

Council Member Gayheart made a motion to authorize Mayor Money to execute the assignment and assumption agreement, as presented. Council Member Wenner seconded the motion. The vote was unanimous in favor, with Council Member Winger absent.

CITY MANAGER BUSINESS

CM Horst said ACM Whatcott's staff has prepared a drawing outlining the proposed tree farm. He showed the City Council the drawing. The City Council concurred for staff to use the drawing when they meet with the residents in the area to discuss the tree farm proposal.

CM Horst said they had a survey on the web page. He said there were 161 responses. He reviewed the responses (Attachment C).

Council Member Gayheart said they need to talk with the canal company to see if they can reach an agreement to use some of the canal right-of-ways as an equestrian or jogging trail.

CM Horst showed a concept plan for the ice skating rink. The size of the rink is approximately 7,000 sq. ft. It is almost the same size as the one at the Gallivan Center. ACM Whatcott said in the winter, they will have portable gas lanterns. CM Horst said the Pie Pizzeria will be at this location also. ACM Whatcott said there will be landscaping and benches. It was noted that there will be speakers for outdoor music, and it will be ADA accessible. Mayor Money said he would like a lot of benches so people can enjoy the area.

CM Horst said the water conservation study will be coming forward in the next couple of weeks. He said staff would like to include an amnesty period until December 31, 2004. He said everyone who is taking water illegally can come clean and resolve the issue by the end of the year. After that date, there will be enforcement issues. Council Member Wenner suggested a notice be put in the water bill. Council Member Marlor said they need to let the residents know that they will be inspecting the water system. The City Council concurred.

CM Horst showed the City Council some preliminary drawings of the Village at Riverwalk. He said the developer will give the wetlands area back to the City. He said the developer will put in the improvements and deed the property back to the City. He said the developer is changing the concept of the development, but it is still a quality development. He showed a concept for mansion homes that will be proposed. Council Member Marlor said it will be controversial. CM Horst said the mansion homes will be triplexes. He said they are attractive and they are needed in the City. CM Horst showed a map of the area, including the "no basement" line and the area that was rezoned tonight. He said below the "no basement" line, they are proposing the mansion

homes. He said the portion proposed for mansion homes will have to be rezoned again, which is 27 acres. Mayor Money said they will be accused of putting more density in the area because of what they are selling the property for. The zoning will have to be RM-6. CM Horst said if the tax laws are changed, they can't survive with their current density. He said he does not want to have to raise property taxes. Mayor Money said they are resolving the density issue in Daybreak. He said this area is sensitive.

Council Member Colton said they are better off to put in large homes. CM Horst said they are hard to sell without a basement. CM Horst said they need to just start thinking about the concept.

Council Member Marlor said he thinks they should entertain having smaller lots, with nice single family homes. Mayor Money asked if Arbor is not interested in the project, if they do not accept the new concept. CM Horst said the no basement area is difficult for Arbor. He said the problem is the water table; not the river.

CM Horst said the amount of property taxes that local municipalities receive is small, and it is decreasing. Council Member Gayheart said the Utah League of Cities and Towns has cautioned every City that they are doing a disservice to the residents by not raising taxes for many years. She said the League recommends that the cities raise the taxes a little at a time, so they don't have to have one huge increase. CM Horst said they have to build a commercial tax base help make up the cost difference.

CM Horst said he feels the product proposed by Arbor is sound. Mayor Money said they need to go to the residents in the area and show them the plans ahead of time.

ADJOURNMENT

Council Member Marlor made a motion to adjourn. Council Member Gayheart seconded the motion. The vote was unanimous in favor.

The September 21, 2004 City Council meeting adjourned at 8:37 p.m.

This is a true and correct copy of the September 21, 2004 City Council meeting minutes, which were approved on October 5, 2004.

Anna M. West
South Jordan City Recorder

South Jordan City
Planning Commission Meeting
June 28, 2005

I WORK SESSION – 6:30 P.M.

PRESENT: Chairman – Clark Mabey, Planning Commission – Kathie Johnson, Fred Kankamp and Dwayne Woolley, City Planner – Brian Preece, Secretary – MaryAnn Dean

EXCUSED: Commissioner Sam Puich

A. Roll Call

All those present are listed above.

B. Review of the Agenda

The Planning Commission reviewed and discussed the items listed on the agenda.

I GENERAL BUSINESS ITEMS – 7:00 P.M.

PRESENT: Chairman – Clark Mabey, Planning Commission – Kathie Johnson, Fred Kankamp, and Dwayne Woolley, City Planner – Brian Preece, Secretary – MaryAnn Dean

EXCUSED: Commissioner Sam Puich

AUDIENCE: Colleen Rieger, Tifani Felman, Greg & Katie Shaw, Paul D. Bone, Robert Patton, Carl N. Gibson, Alice M. Gibson, Dennis E. Holtby, Jeff Morrison, Brad Dillon, Khyva & Clark Bowles, Alisa Esquibel, Gene Candalot, Arden & Rosalie White, Larry Short, Matthew Cole, Michelle Sargent, Don & Debbie Garner, Linda Peterson, Jeff & Melanie Hanse, Jason Innes, Holley Innes, Frank Hartmann, Rebecca Naylor, Ben Perry, Joe Marquez, Rebecca Marques, Dwight Mielke, Bill Sudweeks, Morris Brinkerhoff, Natalie Summers, W. Van Palmer, Jody Bashaw

A. Roll Call

Chairman Mabey welcomed everyone present. He excused Sam Puich. All other Planning Commissioners were present.

Michael Belnap, led the audience in the Pledge of Allegiance. Scout Troop 1557 was recognized and introduced.

B. Approval of Agenda

Commissioner Kankamp made a motion to approve the June 28, 2005 Planning Commission agenda, as printed. Commissioner Johnson seconded the motion. The vote was unanimous in favor, with Commissioner Puich absent.

C. Approval of the Minutes of the Meeting held on June 14, 2005

There were no changes to the minutes.

Commissioner Johnson made a motion to approve the June 14, 2005 Planning Commission minutes, as printed. Commissioner Woolley seconded the motion. The vote was unanimous in favor, with Commissioner Puich absent.

D. Citizen Request/Comments

None.

II SPECIAL BUSINESS ITEMS

None.

III ACTION ITEMS

A. File # SUB-2005.19, Final Subdivision Plat, Midas Creek Subdivision, Phase 3A, 3360 West 11800 South, Perry & Associates, Inc. (Applicant)

Planner Preece reviewed the background information on this item.

Commissioner Woolley asked if there is adequate room on the west side of the canal for access? Planner Preece said they should make a condition of approval that the flood control and canal company sign off on this plat to ensure that the irrigation issues are taken care of.

Commissioner Woolley made a motion to approve File # SUB-2005.19, Final Subdivision Plat, Midas Creek Subdivision, Phase 3A, 3360 West 11800 South, with the following conditions:

- **All City Engineering & Fire Department requirements be met.**
- **All Zoning Requirements be met.**
- **The irrigation company should sign off on the irrigation issues for this project, particularly the tail water issues.**

Commissioner Johnson seconded the motion. The vote was unanimous in favor, with Commissioner Puich absent.

IV PUBLIC HEARING ITEMS

B. File #SP-2005.30, Design Book Amendment For The District, Located At Approximately 11600 South 3800 West, The Boyer Company/Arbor Commercial, Applicant, Zoned BH-MU

Planner Preece reviewed the background information on this item.

John Gust, said they are trying to address the intersection at 11400 South. He said the intersection fails because there is not a double turn lane on the west side of Bangerter Highway. He said the City is working with Kennecott on that issue. He said to the south of this phase, there is a cell phone tower and a lease management office. Planner Preece said they are not approving anything south of this phase tonight.

Mr. Gust said they have done extensive traffic studies. He said the study addresses the re-alignment of the entrance. He said 11800 South is not affected greatly.

Commissioner Woolley asked why is UDOT interested in the alignment of 3600 West, since it is a city road? Mr. Gust said Matt Christianson, with UDOT, lives in the area and addressed the issue with the City's traffic engineer. He said they wanted to make sure UDOT was comfortable with all of the intersections.

Wade Williams, Boyer Company, said they looked at doing a Single Point Urban Interchange (SPUI) at Bangerter and 11400 South. He said when the Mountain Corridor is built, it will take a lot of pressure off and help the level of service get back to an acceptable level.

Planner Preece said there have been some streets and parking eliminated between the buildings backing 3600 West. He said there have also been large loading docks eliminated. Commissioner Kankamp asked if there are still enough parking spaces within the development? Planner Preece said yes.

Chairman Mabey opened the public hearing.

Debbie Garner, 11800 S. 3064 W., said her property has been under contract with Boyer for the last year. She said they are one of three homes that have not yet been closed on. She said as Boyer does this development, they should be required to put up a fence similar to the one at 11800 South 3800 West. She said they would like some protection. She said they are concerned about dust and debris from the construction.

Chairman Mabey said they can require things between incompatible zones. He said the zone on all of this property is the same, and that is not part of tonight's application.

Jim Allfrey, 3843 W. 11970 S., (Riverton), said he represents 154 citizens of Riverton. He reviewed a prepared statement signed by those residents (Attachment A). He said there are right-of-way issues for one property on 11800 South. He said the same improvements (road widening and landscaping) that are proposed for 3600 West should also be made to 11800 South.

Mr. Allfrey expressed concern over not having access to some of the documents related to this issue. Planner Preece noted that until the public hearing is held, some of the documents are not public. He said the reason for that is sometimes the plans change and they don't want incorrect information given to the public.

Mr. Allfrey said the Planning Commission should do the right thing for the Riverton residents as well as the South Jordan residents.

Brad Dillon, 11638 S. Jordanaire Dr., said he is in favor of this amendment and moving the access to 11700 South. He said he would rather stare at the back of a building than have a traffic light and a main access in his back yard. He said they need to address the access to South Jordan Estates and discuss what can be done to deter traffic from driving through South Jordan Estates. He said they could put an island in their entrance or a sign to deter traffic.

Gene Candalot, 3807 W. 11800 S., said his home faces north. He said the access on 11800 South will be facing his driveway. He said he already has a hard time getting in and out of his property. He said in 1974, he built his home and Salt Lake County obtained the easements. He said nothing has changed since that date. He said Riverton has not secured additional rights for road expansion. He asked how will the problem be resolved?

Planner Preece said the staff has met with Riverton City on this issue. He said they are under negotiations on how to resolve the issue. He said South Jordan would like the whole street developed. He said the negotiations are not to that point with 11800 South. He said there will be an entrance/exit on 11800 South, but the main access is on 11400 South. He said the part of the development near 11800 South is not yet designed.

Dwight Mielke, 11605 S. 3600 W., said he is impressed with the proposed changes along 3600 West. He asked about the parking on the east side of the development. Planner Preece said the parking is limited; most of it has been removed. It was noted that there is approximately 10-15 parking stalls on the south side of Target.

Mr. Mielke said the service drive almost aligns with his driveway. Because of the road widening (3600 West), some of his trees will be removed. He said he will be bombarded with lights and traffic. He said he wants to make sure that the area behind the stores on 3600 West does not become a public turnaround so the lights won't shine onto his property. He said he would like the trees replaced on his property for privacy reasons. He said Mr. Gust has worked well with the City to alleviate some of the concerns on 3600 West. He said he is excited about the intersection moving to 11700 South.

Chairman Mabey closed the public hearing.

Wade Williams said they are working with the City regarding street widths and widenings. He said there are 10-11 parking stalls behind Target. He said that is strictly

employee parking. Commissioner Woolley said a "no public access" sign should be placed in the back of the stores.

Mr. Williams said UDOT asked them to look at different scenarios to determine if those scenarios had an impact on the traffic model. He said it did not have an impact. That is the reason behind the comments in the Horrocks Engineering memorandum from May 25, 2005. He said all of the projections take into account the growth through 2030. He said UDOT will not allow a slip lane off of Bangerter Highway. He said UDOT has been very firm on that. He said they are at the mercy of Riverton City regarding the issues on 11800 South.

Chairman Mabey said the last thing that the developer wants is to have roads around the development that won't work. Mr. Williams said they are putting in the traffic signals now, though it may not be required for many years. He said they think the roundabout will move the traffic smoothly through the development. He said they hope to close on the Garner property soon. Mr. Gust noted that the contractor will be closing off the entrance at 11800 South so it will push the construction traffic to 11400 South.

Chairman Mabey asked what is the timetable for the project? Mr. Williams said the first phase will be done March 2006. He said they have a letter of intent with Harmons. He said they believe the phase located on the west side of the site will be developed in October of 2006. He said the phase located in the center of the development is expected to be done in the Spring of 2007.

Commissioner Kankamp said tonight they are adding some parking, re-aligning the street on the south side, and making modifications to the buildings on the east side. He said the alignment of the road at 11700 South is a great step. He said he always likes adding more parking, especially for a project of this size.

Chairman Mabey said they are likely to see amendments to this development in the future.

Commissioner Kankamp made a motion to approve File #SP-2005.30, Design Book Amendment For The District, Located At Approximately 11600 South 3800 West, with the following conditions:

1. **That sufficient right-of-way is preserved near the intersection of 11400 S./Bangerter Hwy. to allow for the future modification of the intersection so that an acceptable level of service can be maintained.**
2. **A minimum of 20 ft. of landscaping is required between public streets and buildings or parking areas.**
3. **Any building designs proposed that haven't been approved in the past will require separate review and approval.**
4. **A detailed site plan is to be prepared according to Section 16.24.040 of the Municipal Code and submitted to staff for review prior to any construction or building permits being issued for the site.**

5. **Signage is to be installed at the service entrance next to 3600 West, behind the proposed buildings, indicating that it is a service entrance and not a through street.**

Commissioner Johnson seconded the motion. The vote was unanimous in favor, with Commissioner Puich absent.

Commissioner Woolley said staff should work with the residents to see if something can be done at the entrance of South Jordan Estates to mitigate traffic concerns with people entering their subdivision at the proposed intersection. He said they may consider a right in, right out option.

C. File #REZ-2005.20, Rezone Application, Generally Located At 377 West 10200 South, Approximately 7.02 Acres, From A-5 (Agricultural), To C-F (Commercial-Freeway), Technology Properties (Applicant).

Planner Preece reviewed the background information on this item.

Chairman Mabey opened the public hearing.

Jeff Brunson, represents the property owners. He said they have owned the property for 10 years, and have had cows on the property. He said they are now ready to develop the property. He said they will be making a subdivision application and subdividing the property into 1-1.2 acre lots for Class A office buildings. He said they would like to reserve the right to use the property by Jordan Gateway for some service retail.

Chairman Mabey closed the public hearing.

Commissioner Woolley made a motion to forward a favorable recommendation to the City Council for File #REZ-2005.20, Rezone Application, Generally Located At 377 West 10200 South, Approximately 7.02 Acres, From A-5 (Agricultural), To C-F (Commercial-Freeway). Commissioner Kankamp seconded the motion. The vote was unanimous in favor, with Commissioner Puich absent.

D. File # SUB-2005.41, Conditional Use Permit/Preliminary Subdivision Plat For The Villages At Riverwalk, Gated Planned Unit Development Located At Approximately 10200 South 800 West, Riverwalk, L.L.C. (Applicant)

Planner Preece reviewed the background information on this item.

Commissioner Woolley asked about the concrete fence that is proposed along Jordan Creek Drive? He said that fence goes along lots that may be incorporated into this subdivision at a later time. Planner Preece said for now, the fence will be next to the road. He said the fence will have to be re-aligned after those lots are subdivided. Commissioner Woolley asked if the stub street will be fenced? Planner Preece said yes. Commissioner Woolley said that fence should be added to the plat before the final plat approval. He said

the south side of the development is showing a vinyl fence and it should be a masonry/wrought iron fence.

Planner Preece noted the stub street for a potential second access to this subdivision. He said it is up to the property owner (Van Palmer) if the property is developed. Mr. Palmer is currently farming the property and wants to continue at this time. He said this development needed to be done in order to give the City the needed money to save the Mulligan's golf course from being developed.

Chairman Mabey asked if Jordan Creek Drive is a normal size street? Planner Preece said it meets City standard for private streets, which is 24 ft.

Chairman Mabey opened the public hearing.

Doug Hansen, 879 Baxter Drive, said he has an office on Baxter Drive and he represents the owners of the Association for the Marquis at Southtown. He said he has a concern with the proposed project. He asked if additional traffic will be using Baxter Drive? He asked what will be done with the access to 10600 South Baxter Drive? He said he understands that the proposal is for a right in, right out access. He said that is not a good idea. He said before this subdivision is approved, they need to solve the problem on Baxter Drive. He said they either need to install a signal light or the remove the island at Baxter Drive.

Larry Short, 2234 W. Autumn Farm Dr., asked if this subdivision was denied because the Planning Commission wanted this area to remain as open space? Chairman Mabey said the Planning Commission recommended denial of the zone change, but the zoning was ultimately changed so they are now considering the preliminary site plan.

Commissioner Woolley said they passed an Ordinance that made the streets wider in Planned Unit Developments. He asked if it would effect this subdivision? Planner Preece said the Planning Commission recommended approval of that Ordinance, but it has not yet been passed by the City Council.

Van Palmer, 890 W. Palmer Vista Drive, said the developers are changing the elevation to bring the housing up. He asked what type of fence will border his property? He said he has livestock on his property, and he needs a privacy fence. He said on the golf course side of the land, people have cut his fence and retrieved golf balls. He said the developers should build a 6 ft. masonry fence. He said the elevation grade should be considered with the masonry fence. Chairman Mabey said they usually require a fence between incompatible uses. Mr. Palmer said a vinyl fence is not sufficient. He said he would like a fence agreement in writing, and he would like a fence around the perimeter of his property. Planner Preece said staff is working on changing the Ordinance to have a defined fence between incompatible uses.

Chairman Mabey closed the public hearing.

Chris Drent, Arbor Commercial, said the overall density in the subdivision is still R-2.5. He said they have worked with Van Palmer and will continue to do so. He said their fence will sit quite a bit above the Palmer property. He explained what fencing will be placed around the perimeter of the property. He said they intended on putting a chain link fence adjacent to the open space. He said the only access to the chain link fence will be if a person walks across the entire open space area.

Mr. Gust noted that the open space area will be given back to the City. He said it could be fenced off with barb wire. He noted that the City has been allowing Van Palmer to use their property for his livestock. He said they will work with the City to build a fence that would be appropriate between the open space area and the Palmer property. He said Mr. Palmer should have a barb wire fence, or something similar, between his property and the open space area.

Commissioner Woolley said the open space is part of the subdivision because they are including that in the density. He said the open space area is zoned residential, so technically, it is an incompatible use adjacent to the Palmer property. He said the new homes in the area would have access to the open space area, and thus access to the proposed fence.

Mr. Gust said they could put the fence to the east behind the new homes rather than to the north. Commissioner Woolley said they need to protect the animals. They need to keep the animals in and keep the kids out. Mr. Gust said they could take a concrete fence all the way to the river, and then discuss how Mr. Palmer would keep his cattle onto his property. He said if they destroy the fence going north, it would be their responsibility to replace the fence.

Mr. Strent noted that the proposed garages are 22' by 23'.

Commissioner Woolley said they need to ensure that incompatible areas are protected. He said he would prefer to see a concrete fence going north adjacent to the Palmer property.

Commissioner Johnson said if they fenced the property off to the east, the open space area would not be maintained. She said the purpose of clustering is to have smaller lots, and open space for the residents to enjoy. She said the fence going north makes more sense. She said the overall density of the subdivision is 2.5, if you include the open space area. Chairman Mabey said it is all one subdivision and should be treated that way.

Commissioner Woolley said wherever there is a stub street, there should be appropriate signage.

Mr. Gust asked if a concrete masonry fence against open space is required? He said that is asking a lot. He said he feels there are other fencing alternatives. Planner Preece reviewed the Ordinance regarding fencing for incompatible uses. He said the options are wide open. Commissioner Kankamp said recently, they have been requiring pre-cast

masonry fences. He said he feels the uses are incompatible. Commissioner Woolley said he does not think a chain link fence is sufficient to keep kids out or animals in.

Chairman Mabey said before the final subdivision plat comes back, all of the fences should be labeled on the plat. He said he would like the masonry fence to continue north for a distance, and then there should be at least a cattle fence. He said they need to come to an agreement on the fence with Van Palmer. Commissioner Woolley concurred. He said they also need to see the cross section drawings before the final plat approval.

Commissioner Woolley said there should be stub street signage on the wall. Commissioner Kankamp said he prefers that they continue the masonry fence all the way north. Commissioner Woolley said that is also his first preference. He said the developer should work out a solution with Mr. Palmer.

Chairman Mabey said the ingress into the subdivision has always given him much concern. He said he would like the entrance to at least meet regular city standards. He said there is also a concern that there is only a single ingress/egress. Planner Preece said he feels narrower streets slow traffic. Commissioner Woolley noted that there is the potential of having eight additional lots on this street.

Mr. Strent said there would be no overnight parking allowed on the street. He said that is the case throughout the entire development.

Commissioner Woolley said to have the ingress/egress meet regular city standards, the road would have to be 27 ft. wide, rather than 24 ft. wide. Mr. Gust said they would see if that is a possibility. Commissioner Kankamp said he does not like the single entrance into the subdivision.

Commissioner Johnson said she is concerned about the area where Baxter Drive meets the proposed street on the hill. Planner Preece said a right in, right out entrance has been proposed by UDOT. He said they are at the mercy of UDOT. He said the increased traffic from this subdivision may cause the intersection to meet warrant for a signal light. Chairman Mabey asked if there is any way to let UDOT know about this subdivision so they can get the needed improvements? Planner Preece said he would bring this specific issue to the attention of the engineers.

Mr. Gust said they are trying to appeal to the Seniors with this subdivision, not young families. He said these homes will be in $200,000-$250,000 range. He said the homes on the larger lots will be fenced. He said he believes they can solve the fencing issue in the open space area. He said there are other ways to solve this issue than just a masonry fence.

Commissioner Johnson made a motion to approve File # SUB-2005.41, Conditional Use Permit/Preliminary Subdivision Plat For The Villages At Riverwalk, Gated Planned Unit Development Located At Approximately 10200 South 800 West, with the following conditions:

1. **Elevation drawings showing square footage, exterior materials will be submitted for approval with the final plat.**
2. **Detailed landscaping plans showing species, size and placement of trees along the east side of Jordan Creek Road and along the south boundary adjacent to the golf course as well as all planned landscaping within the development including the entrance and common-open space. Staff will review and approval by staff is required prior to final plat approval.**
3. **Six-(6) foot high, pre-cast fences be installed along the entire north property boundary of the R-2.5 detached homes and along the south boundary of the detached homes, west of Jordan Creek Drive. A 6' high pre-cast wall be installed on the west side of Jordan Creek Drive with trees on the east side of that road. A 6' high wrought iron fence with brick pillars be installed along the south boundary adjacent to the golf course as well as trees.**
4. **The entry gate at the top of Jordan Creek Road will be approved by the City's Engineering and Fire Departments.**
5. **As per Section 17.36.180 of the City's Zoning Code, the minimum yard, width and frontage requirements of lots and units in the R-2.5 Zone may be altered in a P.U.D., the setback requirements for the detached homes will be as follows:**

Front Yard	**30'**
Street Side Yard	**20'**
Interior Side Yard	**5'**
Rear Yard	**15'**

6. **The Multi-Family dwellings will have a minimum 15' setback from property line adjacent to the detached homes.**
7. **A copy of the restrictive covenants and Home Owners Dedication to be submitted for review by the City Attorney and recorded with the final plat.**
8. **A condominium plat be submitted for the multi-family development or individual ownership wall lines shown on the final plat.**
9. **All Engineering and Fire Department requirements to be met.**
10. **All Planning requirements be met.**
11. **All fencing is to be labeled on the final plat map.**
12. **The barrier should be worked out between the Palmer property line and the open space area, heading in the north direction to maintain the animals on the Palmer property and to ensure that people don't have access to the Palmer property, and to address the elevation of the two properties.**
13. **The developer and staff are to look at widening Jordan Creek Drive for better access.**
14. **Standard stub street signage should be installed.**

Commissioner Woolley seconded the motion. The vote was unanimous in favor, with Commissioner Puich absent.

Planner Preece said he would bring the Baxter Drive issue to the attention of UDOT.

E. File # SP-2005.22, Site Plan/Conditional Use Permit Application For A Gas Station With A Drive Through Convenience Store & Car Wash,

Located Approximately 10400 South 4000 West, In The C-N/Commercial Neighborhood Zone, Wagstaff Investments (Applicant)

Planner Preece reviewed the background information on this item.

Commissioner Woolley asked if this would be a drive-through convenience store? **Scott Wagstaff,** applicant, said there is no drive up window. He said the building will be constructed of brick up to the roof line. It was noted that a maximum of 15 percent stucco is allowed in the C-N zone.

Chairman Mabey opened the public hearing.

Rebecca Naylor, 3957 W. 10385 S., said she lives north of the proposed site. She said her back yard faces 10400 South and they have brick and wrought iron fencing in their back yard. She said this type of business is a detriment to the safety of the neighborhood. She said there will be tanker trucks in the area and the lights will be shining into their bedroom windows. She said it will be unpleasant for the existing residents. She said they would like a business with normal business hours, and not open all night.

Linda Peterson, 10385 S. 3969 W., said she is concerned over the increased traffic. She said there are also privacy concerns. She said if this business is approved, they should be given an 8 ft. privacy fence. She said they are concerned about noise, lights shining onto their property, and debris being blown onto their property. She said they currently have a wrought iron fence.

Amy Days, 10364 S. 3970 W., said she is opposed to this development. There is no reason to put a gas station in this area. It will be an eye sore and decrease property values. It will bring traffic, noise, and hoodlums at night. She said they already have noise and trucks with the Fire Station. She said she does not understand why this area is zoned commercial. She said they should move the commercial down by the Bangerter Highway, next to the Albertson's that is under construction. She said there are lots of children in the area and there are safety concerns.

Frank Hartmann, 10376 S. 3970 W., said he does not understand why the business can't move to 10400 South and Bangerter. He asked what are the future plans for the corner behind this development? He asked why is the commercial property surrounded by residential? Chairman Mabey said the area was zoned commercial before the homes were built. Mr. Hartmann said he is okay with the commercial, but not a gas station/convenience store. He said the intersection will require a traffic light eventually. He said this increases the risk for injury and more accidents. He said traffic speeds in this area already. He proposed that they move the development to the east. He said it could go on either the northwest or southwest corner of 10400 South Bangerter Highway. He said they would like a privacy fence and concession on the hours of operation.

Dave Christianson, 3926 Sage Point Way, said this is a higher end neighborhood. He said they are concerned about decreased property values, increased traffic, and safety. He

said they moved here because they liked the remote nature of the area, the size of the homes and lots. He said they would like their same standard maintained.

Rebecca Naylor, 3957 W. 10385 S., said there is a park behind the fire station. She said there are a lot of kids in the area.

Chairman Mabey closed the public hearing.

Commissioner Kankamp asked if this business will be open 24 hours a day? **Scott Wagstaff,** 10718 S. 2070 W., said they would be willing to close their business between midnight and 5 a.m., including the gas pumps.

Commissioner Kankamp asked what is the distance that they draw business from? Mr. Wagstaff said they draw from approximately a 2 mile radius. Chairman Mabey said this business will serve existing traffic; it will not be creating more traffic.

Chairman Mabey said there will be a gas station as part of the Albertson's development. Planner Preece said that is correct, in a future phase. Chairman Mabey said people aren't likely to drive past a couple of gas stations to go to this one. He expressed concern that there are so many gas stations in a close proximity.

Planner Preece said they can only consider if this use is legal and meets the City's Ordinances.

Commissioner Woolley said the wrought iron fencing was the requirement when the existing subdivision was built. He said the Ordinance now allows the fences to be closed off. He said there are ways that the homeowners can take care of the issues. It was noted that the 3 ft. fence height on the corner is still Ordinance. Planner Preece said that is due to line of site and safety issues. The residents indicated that there are 6 ft. fences on corners of surrounding neighborhoods, but they are setback a little further. Planner Preece said those fences may or may not be installed according to City code.

Commissioner Woolley said the existing residents can change their fences without violating city code. He said there will likely be a street light at 10400 South 4000 West. He said this commercial corner was master planned. He said the convenience store can now be justified because of the homes that have been built. He said the Planning Commission has to make sure that people are abiding by the laws of the City. He said this application does meet the criteria, if properly done. He said he does not believe they can require a developer to make improvements on property that he does not own.

Mr. Wagstaff said the lighting for the project is required to be directed downward. If the homes were there first, the City can require an 8 ft. wall adjacent to the property. He said because of the slope of the land, the 6 ft. wall may be higher for the adjacent property owners. It was noted that this development will be surrounded by town homes.

Chairman Mabey said the Planning Commission is charged with the responsibility of making sure these applications are legal and allowed by Ordinance. He said he feels the restriction on operating hours is reasonable. Commissioner Johnson said the impact will likely not be as great as the neighbors fear. She said cars pulling out of the development will put lights in their yard.

Mr. Wagstaff said the driveway on 10400 South is a right in only. It was noted that an island for that entrance is not stipulated.

Commissioner Kankamp made a motion to approve File # SP-2005.22, Site Plan/Conditional Use Permit Application For A Gas Station With A Drive Through Convenience Store & Car Wash, Located Approximately 10400 South 4000 West, In The C-N/Commercial Neighborhood Zone, with the following conditions:

1. **That the applicant follows the exterior design & materials approved by the Architectural Review Committee.**
2. **The access drive nearest to the corner, on 10400 South, is to be a right in/right out only.**
3. **That the applicant adheres to the recommendation of the Public Services/Streets Department, to not make any cuts into existing asphalt that would require patchwork.**
4. **That landscaping is installed according to approved plans, and be maintained by the applicant.**
5. **A minimum 6' tall pre-cast concrete or masonry wall is to be installed along the entire east and south boundaries. Designs for this wall are to be submitted to City Staff and approved prior to the issuance of a building permit.**
6. **Topographical drawings of the gas station, and convenience store/car wash, based on finished grade, and showing natural grade of adjacent properties, is to be submitted prior to the issuance of a building permit.**
7. **Applicant meets any and all additional conditions that are set by the Planning Commission.**
8. **All other Planning/Zoning, Water, Engineering, and Fire Department requirements are to be met.**
9. **The hours of all operations are to be restricted from midnight to 5 a.m.**

Commissioner Johnson seconded the motion. The vote was unanimous in favor, with Commissioner Puich absent.

V <u>OTHER BUSINESS</u>

A. Calendaring Items

None.

B. Planning Department Matters

None.

VI ADJOURNMENT

Commissioner Woolley made a motion to adjourn. Commissioner Johnson seconded the motion. The vote was unanimous in favor, with Commissioner Puich absent.

The June 28, 2005 Planning Commission meeting adjourned at 9:31 p.m.

Commissioner Johnson made a motion to approve the August 23, 2005 Planning Commission agenda, as amended. Commissioner Woolley seconded the motion. The vote was unanimous in favor.

C. Approval of the Minutes of the Meeting held on August 9, 2005

The Planning Commission noted one change made to the minutes.

Commissioner Kankamp made a motion to approve the August 9, 2005 Planning Commission minutes, as amended. Commissioner Johnson seconded the motion. The vote was 4-0 in favor, with Commissioner Woolley abstaining.

Development Services Manager Preece introduced Brad Klavano, City Engineer. He said Engineer Klavano will be attending the Planning Commission meetings.

D. Citizen Request/Comments

None.

II SPECIAL BUSINESS ITEMS

None.

III ACTION ITEMS

B. File # SUB-2005.59, Final Planned Unit Development (PUD), Final Subdivision Plat, The Villages At Riverwalk, 10315 South 800 West, R-2.5 & R-M Zone District, Arbor Homes (Applicant).

Senior Planner Schindler reviewed the background information on this item.

Commissioner Woolley asked about the proposed 6 ft. high no climb fence adjacent to the open space? **John Gust,** applicant, said it is a new product with heavy metal poles. It is an upgrade over the existing fence. He said Mr. Palmer liked the fence. The City Manager prefers to keep the area open. He said the concrete fence will be built around the boundary of the homes in the subdivision.

Commissioner Woolley made a motion to approve File # SUB-2005.59, Final Planned Unit Development (PUD), Final Subdivision Plat, The Villages At Riverwalk, 10315 South 800 West, R-2.5 & R-M Zone District, with the following conditions:

1. **The area shown as "future development" to be labeled as Parcel A-Open Space.**
2. **A copy of the Restrictive Covenants to be submitted to the City for approval prior to recordation of the plat.**

3. **There will be a separate Home Owners Association for the Mansion Homes and the Single-Family Homes, but the entire development including the 10 lots at the top will be governed by the same restrictive covenants. Each Home Owners Association Covenants to be submitted to the City for review.**
4. **If the 10 lots at the top of Jordan Creek Drive chose not to use the approved building elevations and floor plans, any house plan must be approved by Arbor Homes and meet all City Ordinance Requirements.**
5. **Staff recommends that the fencing along the south & west sides of lot 47, the east side of lots 48 through 52 and the north side of lot 52 be 6' high pre-cast as they are adjacent to the golf course. Staff also recommends that the fence along the rear property lines of lots 43 through 47 be 6' high solid vinyl as well as the north side of lot 43.**
6. **All Engineering and Fire Department requirements will be met.**
7. **All Zoning and Code requirements will be met.**
8. **No climb field fencing should be installed, as shown on the drawings, separating the open space from the existing fields.**

Commissioner Perry seconded the motion. The vote was unanimous in favor.

IV PUBLIC HEARING ITEMS

A. *Resolution #R-2005-42 & Ordinance # 2005-21-Z Amending The City's Future Land Use Plan Map From Commercial To Office And Amend The City's Zoning Map From R-1.8 & A-5 For 2.85 Acres Generally Located At 11080 South Redwood Road, DCH Holdings, L.L.C. (Applicant).*

Senior Planner Schindler reviewed the background information on this item.

Commissioner Woolley asked what is on the property to the south? Senior Planner Schindler said it is future commercial. Commissioner Woolley asked is there at least 5 acres? Senior Planner Schindler said there is at least 5 acres, or more.

Brandon Schofield, CVR Development, said a professional office building will be a good addition to the neighborhood; it is a better neighbor than a commercial use.

Chairman Mabey opened the public hearing. There were no comments. He closed the public hearing.

Commissioner Kankamp made a motion to forward a favorable recommendation to the City Council for Resolution #R-2005-42. Commissioner Johnson seconded the motion. The vote was unanimous in favor.

Commissioner Kankamp made a motion to forward a favorable recommendation to the City Council for Ordinance #2005-21-Z. Commission Johnson seconded the motion. The vote was unanimous in favor.

DEVELOPMENT AGREEMENT

WHEREAS, South Jordan City (herein after referred to as "City") is a municipal corporation and political subdivision of the State of Utah; and

WHEREAS, Gary W. McDougal (herein after referred as "McDougal") is an individual and owner of real property located in the corporate limits of South Jordan City; and

WHEREAS, McDougal and City desire to enhance the subdivision developments known as Mulligan Ridge at River Walk and The Village at River Walk by completing the extension of the roadway known as Baxter Drive; and

WHEREAS, McDougal and City have reached a mutually beneficial agreement for completing the roadway extension known as Baxter Drive; and

WHEREAS, McDougal and City desire to finalize their agreements in a written development agreement to be binding upon both parties.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the McDougal and City do incorporate the recitals written above and agree as follows:

Section One: Zoning.

Mulligan Ridge at River Walk shall be developed as a phase (the number of which is to be determined) of The Village at River Walk. The designated zoning for the development shall be as a Planned Unit Development (PUD).

Section Two: Baxter Drive Roadway.

City or its approved designee shall extend Baxter Drive through Mulligan Ridge at River Walk. Baxter Drive shall provide a primary access to The Village at River Walk.

McDougal shall provide the land for the road installation at no cost to City. City shall install the road at no cost to McDougal. The road installation made by City shall include the following so that development permits may be issued:

- Asphalt
- Curb, gutter and side walk on the west side of the roadway
- Utilities including water laterals, power, gas, storm drain, and street lights
- Engineering services directly associated with the design and construction of Baxter Drive including the completion of the preliminary and final development plat for Mulligan Ridge at River Walk
- City to waive all application fees, storm water assessments, and all City assessments related to the development of Mulligan Ridge at River Walk

Dedication of Baxter Drive from McDougal to City shall occur with the recording of the Mulligan Ridge at River Walk subdivision plat.

McDougal shall be solely responsible for all costs associated with the single lot located on the private drive.

Section Three: Sewer District, Sewer, Gate and Fence.

In the event the Sewer District acquires property in the vicinity of the developments referred to herein, both McDougal and City agree that large trucks and equipment shall not be allowed to utilize Baxter Drive for sewer plant access.

McDougal shall pay all reasonable costs associated with the installation of the sewer system in Mulligan Ridge at River Walk, including the installation of manholes and sewer laterals.

McDougal and City agree that the gate for the development shall be located at the south boundary of Mulligan Ridge at River Walk (Baxter Drive).

- McDougal shall pay for fifty percent (50%) of the cost of building and locating the gate through donation of and cash
- Maintenance of the gate shall be shared by McDougal and City based on a ratio of the number of lots developed respectively assessed through the PUD, e.g., City develops 88 lots and McDougal develops 9 lots the assessment is 1/97

Fencing shall be as follows:

- Fencing at Mulligan Ridge at River Walk shall be precast concrete on the Southwest and partially on the North boundary per Attachment "A"
- The expenses for the fence bordering Mulligan's Golf Course shall be shared equally between McDougal and City or designee
- Fencing materials shall be resistant to hazards associated with the game of golf, and may include as a suggestion a quality 6 foot black chained link lined with trees every 25 feet.

Section Four: Lots.

All approvals of building lots are subject to the City's legislative discretion and no lot number is guaranteed herein. However, the preliminary plat for Mulligan Ridge at River Walk shows nine (9) lots. The improvements agreed to herein provide for eight (8) finished building lots ready for building permits.

Section Five: Abandonment.

In the event City abandons the Baxter Drive road extension through Mulligan Ridge at River Walk, it is agreed as follows:

- The Mulligan Ridge at River Walk preliminary plat as attached has preliminary approval
- The gate shall be allowed on the South entrance of Mulligan Ridge at River Walk

- That a hammerhead is allowed on the North end of Mulligan Ridge at River Walk in lieu of a cul-de-sac

Dated this 21 day of July 2004.

IN WITNESS WHEROF, the parties have executed this Development Agreement individually or by and through their duly authorized representatives as of the day and year hereinabove written.

ATTEST:

SOUTH JORDAN CITY

City Recorder

City of South Jordan CORPORATE Seal State of Utah

By: Ricky A. Horst, City Manager

Gary W. McDougal

Gary W. McDougal, Owner

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF Utah)

On the 21 day of July, 2004, personally appeared before me Gary W. McDougal, who being duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
LAUREN DAY
1600 West Towne Center Dr
South Jordan, UT 84095
COMMISSION EXPIRES
March 3, 2008
STATE OF UTAH

NOTARY PUBLIC

My Commission Expires:

3-3-08

Residing in:

Salt Lake County

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 21 day of July, 2004, personally appeared before me Ricky A. Horst, who being by me duly sworn, did say that he is the City Manager of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC
LAUREN DAY
1600 West Towne Center Dr
South Jordan, UT 84095
COMMISSION EXPIRES
March 3, 2008
STATE OF UTAH

NOTARY PUBLIC

May Commission Expires:

3-3-08

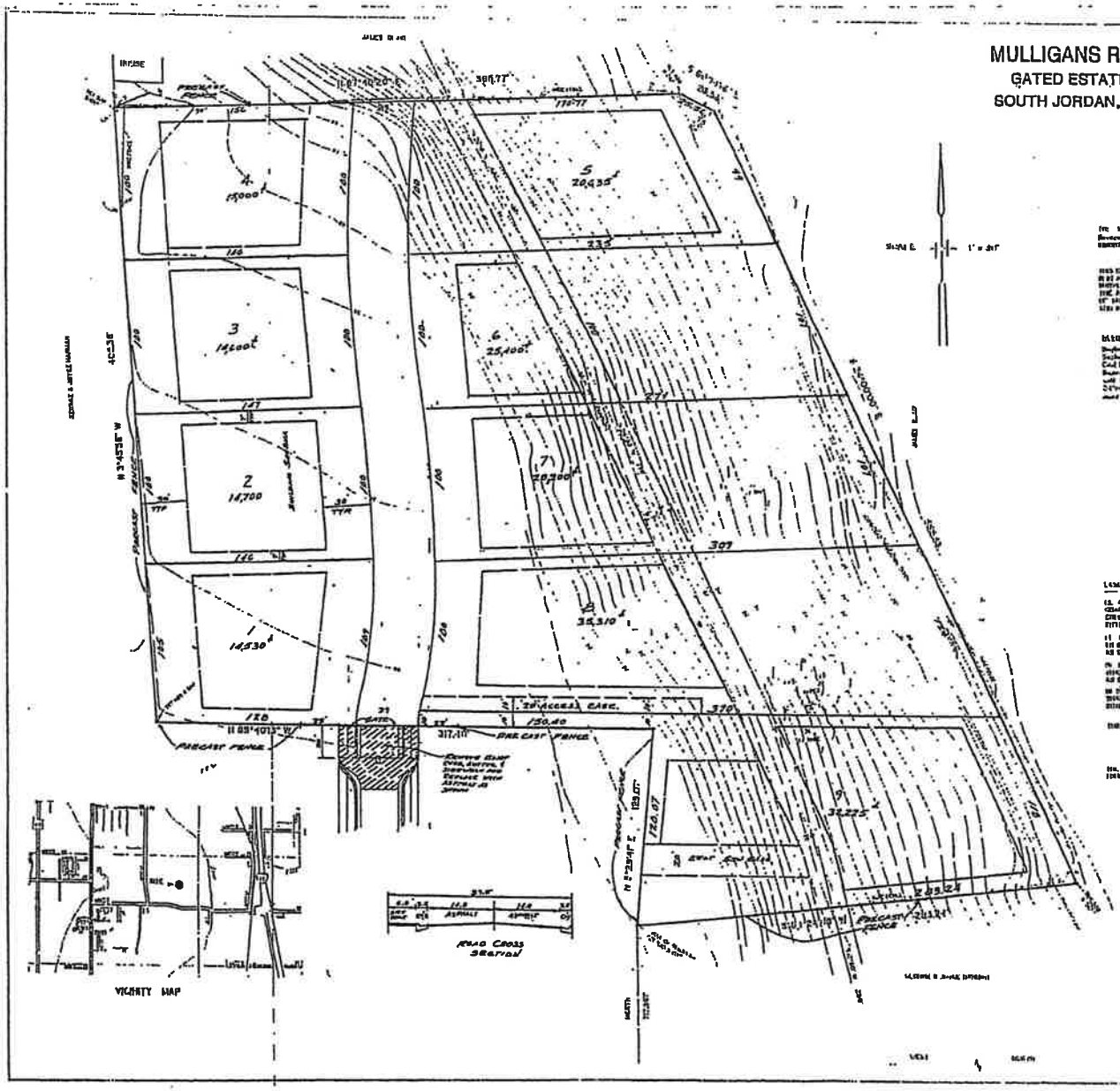
Residing at:

Salt Lake County

MULLIGANS RIDGE

GATED ESTATES

SOUTH JORDAN, UTAH



SURVEYOR'S CERTIFICATION.

[illegible]

BASIS OF BEARINGS.

[illegible]

EASEMENTS AND RIGHTS.

[illegible]

Development Agreement
Section Five.
GWM 7-21-09
7-21-09

RALPH GOFF AND ASSOCIATES
CONSULTING ENGINEERS
[illegible] EAST VINE STREET – MURRAY, UTAH [illegible]
(801) [illegible]

BASIS OF BEARING
S [illegible] W [illegible]

2004-060 (A) COPY

ADDENDUM TO DEVELOPMENT AGREEMENT

This agreement is an ADDENDUM to the Development Agreement dated July 21, 2004 re: Mulligan Ridge at River Walk, which Development Agreement is by and between the City of South Jordan ("City") and Gary W. McDougal ("McDougal").

WHEREAS, the City and McDougal are agreeable to the acquisition by McDougal of additional parcels of land adjacent to the proposed development more specifically known as Mulligan Ridge at River Walk, and

WHEREAS, the City is acquiring or has acquired a certain parcel of real estate located in the 9800 South Redwood Road area of South Jordan City by quit claim deed from McDougal/Olsen Construction Inc., for which McDougal is a principal, and which land is identified as Parcel Identification No. 27-10-328-025; and

WHEREAS, the City and McDougal desire to memorialize certain stipulations and agreements pertaining to the above referenced real property acquisitions; and

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

AGREEMENT

1. Nothing in this Addendum shall change or alter the originally stated obligations of the City or McDougal to the above referenced Development Agreement; this addendum is adding properties acquired or to be acquired by McDougal with regard to the Mulligan Ridge at River Walk development and addresses the acquisition of said properties.

2. McDougal and City agree that by appropriate deed, McDougal shall acquire Parcel No. 27-14-276-015 (approximately .25 acres) for a price of $37,144.00 and, and further McDougal shall acquire a portion (approximately .38 acres to become Lot # 10) of Parcel No. 27-14-276-026 for a price of $54,037, for consolidation as part of the Mulligan Ridge at River Walk development.

3. As part of the consideration being paid by McDougal to City for the parcels listed in item 2 above, the City shall credit to McDougal his 50% portion (equal to $18,750.00) of the proceeds of the City's acquisition from McDougal Olsen Construction, Inc. of Parcel No. 27-10-328-025. A copy of a letter referencing this transaction is attached hereto and is by this reference made a part hereof. In the event the terms and condition of this Addendum agreement should fail or become void, the City shall pay the above referenced $18,750.00 for the purchase of the 9800 South property directly to McDougal.

4. City shall warranty deed Parcel No. 27-14-276-015 to McDougal, and in the event the adjoining western property owner successfully challenges ownership of that parcel under a claim of adverse possession or boundary by acquiescence or other claim, the City and McDougal shall abandon the said parcel and City will refund McDougal any and all funds paid by McDougal to the City for the said parcel.

5. City and McDougal agree that in the event the property identified herein to become lot #10 does not become lot #10, and/or the parcel identified in paragraph 4 above does not become developable or development of the property becomes cost prohibitive as determined by McDougal, then this agreement is void and the City shall pay the $18,750.00 for the 9800 South property to McDougal, as referenced in the attached letter.

IN WITNESS WHEREOF, the parties have executed this ADDENDUM to the above referenced Development Agreement individually or by and through their duly authorized representatives as the day and year hereinabove written.

CITY OF SOUTH JORDAN

ATTEST:

City Recorder

Ricky A. Horst
City Manager

City of South Jordan CORPORATE Seal State of Utah

GARY W. MCDOUGAL

Gary W. McDougal, Owner

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH)
SS.
COUNTY OF SALT LAKE)

On the 27 day of May, 2005, Gary W. McDougal, Owner, personally appeared before me and duly acknowledged that he executed the foregoing instrument.

Melanie Edwards
NOTARY PUBLIC

10-29-08
My commission expires:
Residing at: Salt Lake Co

NOTARY PUBLIC
MELANIE EDWARDS
1600 West Towne Center Drive
South Jordan, Utah 84095
COMMISSION EXPIRES
October 29, 2008
STATE OF UTAH

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
SS.
COUNTY OF SALT LAKE)

On the 31 day of May, 2005, Ricky A. Horst, City Manager of South Jordan City, a municipal corporation, personally appeared before me and duly acknowledged that he executed the foregoing instrument.

NOTARY PUBLIC
MELANIE EDWARDS
1600 West Towne Center Drive
South Jordan, Utah 84095
COMMISSION EXPIRES
October 29, 2008
STATE OF UTAH

Melanie Edwards
NOTARY PUBLIC

My commission expires: 10-29-08
Residing at: Salt Lake County

Office of the City Attorney

May 27, 2005

Gary McDougal
McDougal/Olsen Construction, Inc.
11576 South State Street, #102B
Draper, Utah 84020

Jay Olsen
McDougal/Olsen Construction, Inc.
322 East Hedge Hollow Cove
Draper, Utah 84020

Dear Mr. McDougal and Mr. Olsen;

DELIVERED BY HAND

RE: Settlement of Condemnation of Property: Parcel # 27-10-328-025

Recently the City of South Jordan began condemnation proceedings to acquire a 1,325 square feet portion of property located at 1841 West Town Meadows Court (Parcel # 27-10-328-025).

Pursuant to discussions between the parties, a settlement has been reached whereby the City is acquiring the whole of the above referenced parcel for a price of $37,500.00. It has been represented that McDougal/Olsen Construction, Inc. is or may no longer be an active business entity and the principals are winding up the corporation and dividing assets. Therefore, the principals Gary McDougal and Jay Olsen have agreed to endorse a quitclaim deed conveying the above referenced property to South Jordan City, each by their signature warranting that they are duly authorized to sign said deed.

Each signatory has agreed to be compensated in the amount of one-half of the $37,500.00 purchase price. A check in the amount of $18,750.00 is herewith delivered upon signature to Jay Olsen as full satisfaction for his portion of the parcel conveyance. A separate agreement has been or will be executed between City and Gary McDougal whereby the remaining balance of the purchase price in the amount of $18,750 is credited against property to be separately acquired by Gary McDougal as full satisfaction for his portion of the above parcel conveyance.

Sincerely,

John H. Geilmann
City Attorney

Enclosure

cc: Cliff Strachan, Deputy Director of Engineering
Gary Whatcott, ACM Development Services

Council Member-Ann Gayheart
Council Member-Bradley G. Marlor
Council Member-David W. Colton
Council Member-Leona Winger
Council Member-Mary Wenner

SOUTH JORDAN
U T A H

Mayor-William Kent Money

City Manager-Ricky A. Horst

1600 West Towne Center Drive / South Jordan, UT 84095 / Telephone (801) 254-3742 / Fax (801) 254-3393
e-mail: info@ci.south-jordan.ut.us www.ci.south-jordan.ut.us

MAYOR - WILLIAM KENT MONEY
COUNCIL MEMBER - BRIAN C. BUTTERS
COUNCIL MEMBER - DAVID W. COLTON
COUNCIL MEMBER - BRADLEY G. MARLOR
COUNCIL MEMBER - LARRY SHORT
COUNCIL MEMBER - LEONA WINGER

CITY MANAGER - RICKY A. HORST

SOUTH JORDAN
UTAH

1600 WEST TOWNE CENTER DRIVE / SOUTH JORDAN, UT 84095 / TELEPHONE (801) 254-3742 / FAX (801) 254-3393
email: info@sjc.utah.gov http://sjc.utah.gov

August 14, 2007

Mr. John Gust, Principal
Arbor Gardner, LLC
45 West 10000 South, Suite 301
Sandy, UT 84070

Re: Gifted Real Property – 13.648 Acres

Dear Mr. Gust:

On behalf of the Mayor, City Council, myself and the citizens of the City of South Jordan, I am pleased to recognize and accept the 13.648 acres of undeveloped real property to the City of South Jordan, a Utah municipal corporation and body politic.

The property is located at approximately 701 West Warm Creek Lane, South Jordan, Utah and will provide a valuable benefit to the general public. This is a very generous gift. The transfer of ownership of 13.648 acres of real property to the City of South Jordan has been made without valuable consideration being given in return. Certainly, the real property has a significant fair market value, especially since the property is located in the South Jordan area. As such the gifted property may qualify for favorable tax treatment. We encourage you to engage the services of a tax consultant or tax attorney to help you make this determination.

Once again, the City of South Jordan is grateful to Arbor Gardner, LLC for its generous contribution to the City. The City cannot even begin to put a monetary value on this gift, but we assure you your contribution will be used for the health, safety and general welfare of the public not only for today but for generations to come. Thank you very much.

Sincerely,

Ricky A. Horst
City Manager

Cc: Mayor
City Council
Parks and Recreation Dept.

COMPLETE APPRAISAL SUMMARY REPORT

39.8 ACRES OF VACANT LAND OWNED BY SOUTH JORDAN CITY

Located at approximately
752 West 10074 South
South Jordan, Utah

PREPARED FOR:
SOUTH JORDAN CITY
Mr. Rick Horst, City Manager
1600 West Towne Center Drive
South Jordan City, Utah 84095

FILE NUMBER 05-02-29RS

EFFECTIVE APPRAISAL DATE:
February 8, 2005

J. PHILIP COOK & ASSOCIATES

REAL ESTATE APPRAISERS/ADVISORS

J. PHILIP COOK, MAI, CRE
DARRIN W. LIDDELL, MAI, CCIM
MICHELE E. JAKOB, MAI
TROY A. LUNT, MAI
RICHARD F. SCHETTLER
DAVID L. CHILD

VIRGINIA H. HYLTON
JEFFREY S. ALLEN
GREGORY R. BESS
RICHARD C. SLOAN
CARL DIETZ
KAMMIE LEE LEFEVRE

February 22, 2005

Mr. Rick Horst, City Manager
South Jordan City, Utah
1600 West Towne Center Drive
South Jordan City, Utah 84095

Re: Complete Appraisal - Summary Report: Property owned by South Jordan City, located at approximately 752 West 10074 South, South Jordan, Utah.

Dear Mr. Horst:

At your request, we have prepared an appraisal addressing market value of the fee simple estate of the above-referenced property. The function of the report is to assist in negotiating a sale of the property.

As a complete appraisal - summary report, this presents only summary discussion of the data, reasoning, and analyses that are used in the appraisal process to develop an opinion of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The report conforms with Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation as well as the Appraisal Guidelines of the Appraisal Institute.

As requested, two value scenarios are addressed. The first assumes an overall density of 2.5 units per acre is achieved on a larger development that includes the subject and adjacent acreage, which results in a density of 2.61 units per acre on the subject parcel alone. The second scenario assumes an overall density of 3.1 units per acres, resulting in a density of 3.52 units per acre on the subject tract.

Available market data have been carefully considered and analyzed. As supported in this report, we are of the opinion market value of the subject property, under the two scenarios described in the report, as of February 8, 2005, is as follows:

5107 SOUTH 900 EAST, SUITE 200 ▿ SALT LAKE CITY, UTAH 84117
TELEPHONE: 801-281-4600 ▿ FAX: 801-281-4601 ▿ E-MAIL: jpc&associates@jpc.biz.com

Scenario 1

THREE MILLION TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS ($3,285,000)

Scenario 2

THREE MILLION FIVE HUNDRED EIGHTY THOUSAND DOLLARS ($3,580,000)

The value estimate is subject to assumptions and limiting conditions contained in the report, and on the following extraordinary assumptions.

1. Based on discussions with Mr. Brad Kenison, of Civil Science, Inc., it was estimated that approximately 20 percent of the tract is considered to be wetlands. In either scenario, densities have been transferred from the wetlands area to the developable portions.

2. It is assumed that the subject would be allowed to be developed essentially as described in this report, under either of the two scenarios described.

3. We assume that the right of way over South Jordan City property is provided as described herein. Also, the costs of extending the access road to the subject site would be at the cost of the buyer, but the cost of the retaining wall required for this roadway would be provided by South Jordan City .

4. It was indicated that South Jordan City was to provide approximately 116,000 yards of fill to the site. The buyer is responsible for leveling and compacting the fill.

We trust this is sufficient to accomplish its intended function. Please call if we can be of further assistance.

Sincerely,

J. Philip Cook, MAI, CRE

Utah State-Certified General Appraiser
Certificate CG37068 Expires 06-30-05

Richard F. Schettler, Appraiser

Utah State - Certified General Appraiser
Certificate CG41685 Expires 03-31-05

EXECUTIVE SUMMARY

LOCATION:	±752 West 10074 South, South Jordan, Utah
PURPOSE OF APPRAISAL:	Estimate market value under two scenarios
PROPERTY RIGHTS APPRAISED:	Fee simple
REPORT DATE:	February 22, 2005
VALUATION DATE:	February 8, 2005
TYPE OF PROPERTY:	Vacant residential land
PROPERTY TAXES:	
- Serial #'s:	27-14-226-019, -020, -021, -022, and 27-11-476-019 and -025
- 2004 Taxes:	Tax exempt
SITE:	
- Size	39.8 acres (Based on County records)
- Topography	Near level
- Zoning	R-2.5 (Residential)
- Flood Zone	Zone "X" (Minimal hazard)
IMPROVEMENTS:	None

HIGHEST AND BEST USE:	Residential subdivision development to the highest density allowed.

ESTIMATED VALUES:

Scenario 1:	**$3,285,000***
Scenario 2:	**$3,580,000****

*** Based on 2.61 unit per acre density.**
**** Based on 3.52 unit per acre density.**

CERTIFICATION

We certify that we have made an investigation and analysis of the following property:

SOUTH JORDAN CITY LAND
±752 West 10074 South, South Jordan
Salt Lake County Assessor's Parcel Nos. 27-14-226-019, -020, -021, -022, and 27-11-476-019 and -025

We certify that to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties Involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is notcontingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standard of Professional Appraisal Practice (USPAP).
8. We have made a personal inspection of the property that is the subject of this report.
9. No one provided professional assistance to the persons signing this report.
10. The use of this report is subject to the requirements of the Appraisal Institute, relating to review by its duly authorized representatives.
11. J. Philip Cook has completed the requirements of the continuing education program of the Appraisal Institute.
12. The value conclusion as well as other opinions expressed herein, are not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
13. Our state appraisal certification/registrations have not been revoked, suspended, canceled, or restricted.
14. The undersigned hereby acknowledge that they have the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraisers' Statement of Qualifications.
15. J. Philip Cook is currently a Certified General Appraiser in the State of Utah #CG37068.
16. Richard F. Schettler is currently a Certified General Appraiser in the State of Utah #CG41685.

Dated: February 22, 2005

J. Philip Cook, MAI, CRE

Utah State-Certified General Appraiser
Certificate CG37068 Expires 06-30-05

Richard F. Schettler, Appraiser

Utah State - Certified General Appraiser
Certificate CG41685 Expires 03-31-05

COMPLETE APPRAISAL - SUMMARY REPORT

CLIENT: Mr. Rick Horst, City Manager
South Jordan City
1600 West Towne Center Drive
South Jordan City, Utah 84095

APPRAISERS: J. Philip Cook, MAI, CRE and
Richard F. Schettler, Appraiser
J. Philip Cook & Associates, Inc.
5107 South 900 East, Suite 200
Salt Lake City, Utah 84117

SUBJECT: Property owned by South Jordan City, located at ±752 West 10074 South, South Jordan, Utah.

PURPOSE OF THE APPRAISAL: Estimate market value.

DEFINITIONS:

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well-informed or well-advised and each acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangement comparable thereto;

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

The foregoing definition stipulates that value reflect cash or cash equivalent terms. The following elaborates on the concept of cash equivalency.

> In applying this definition of market value, adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs that are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party financial institution that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.[2]

Complete Appraisal

"The act or process of developing an opinion of value or an opinion of value developed without invoking the Departure Rule."[3] In this case, the departure rule has not been invoked. Therefore, this report is a complete appraisal.

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[1] This definition of market value is taken from the final rule issued by the Department of Treasury, Office of the Comptroller of the Currency (12CFR Part 34, August 24, 1990), which are the implementing regulations for Title XI of FIRREA. The definition is also supported by most regulatory agencies as follows: Board of Governors of Federal Reserve System (CFR Parts 208 and 225, July 25, 1991); National Credit Union Administration(CFR Parts 701, 722, and 741, July 25, 1990); Federal Deposit Insurance Corporation (12 CFR Part 323, August 20, 1990); Resolution Trust Corporation (12CFR Part 1608, August 22, 1990); Office of Thrift Supervision, Treasury (12CFR Parts 506, 545, 563, 564, and 571, August 23, 1990). This definition has been adopted by the Appraisal Institute in their Standards of Professional Appraisal Practice, and the Appraisal Foundation in the Uniform Standard of Professional Appraisal Practice (June 30, 1989, amended April 20, 1990 and June 5, 1990).

[2] Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC).

[3] The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2004 ed, (Washington, D.C.: The Appraisal Foundation 2004), 1.

Summary Appraisal Report

"A written report prepared under Standards Rule 2-2(b) or 8-2(b)."[4]

INTENDED USE OF THE REPORT: This report is intended to assist the client with internal planning matters and sale negotiations.

INTENDED USERS OF THE REPORT: This report is intended for use by South Jordan City and Arbor Homes. Arbor Homes is the prospective purchaser of the subject.

INTEREST VALUED: Fee simple

Fee simple ownership is defined as, "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[5]

PERSONAL PROPERTY: No personal property, FF&E, or intangibles are included in this valuation.

EFFECTIVE DATE OF APPRAISAL: The property was inspected on February 8, 2005, which is the valuation date.

DATE OF THE REPORT: The date shown on the letter of transmittal.

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[4] Ibid, p. 4.

[5] The Appraisal of Real Estate, Twelfth Edition, The Appraisal Institute, Chicago, Illinois, 2001, p. 69.

SCOPE: This summary appraisal report is a brief recapitulation of the appraisers' data, analyses, and conclusions. Supporting documentation is retained in the appraisers' file and is available to the client during regular business hours, if required.

The client requested that the value of the subject be estimated under two scenarios. These are, 1) based on obtaining a density of 2.61 units per acre on the subject portion of a larger development tract (2.5 units per acre on the entire proposed development), and 2) obtaining a density of 3.52 units per acre on the subject tract (3.1 units per acre on the entire development).

As the subject comprises vacant land, the sales comparison approach to value is employed in a land valuation. Also, as support, a residual technique utilizing a discounted cash flow/subdivision analysis is used to value the subject. The income and cost approaches are not considered applicable valuation techniques in the subject case, except that income approach tools are used in the discounted cash flow analysis.

A complete appraisal was performed meaning the appraisers did not invoke departure from USPAP.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal report, the appraisers:

- inspected the subject site;
- gathered, confirmed, and analyzed data on comparable land sales, lot sales, absorption rates, development costs, and discount rates;
- applied the sales comparison approach and a discounted cash flow/subdivision development approach to value the land.

DESCRIPTION OF REAL ESTATE APPRAISED:

Legal Description

Legal descriptions were obtained from the Salt Lake County Recorder's office, and are included in the addenda.

Real Estate Tax Information

The subject is owned by South Jordan City, a tax exempt entity. It was assessed as vacant land only as shown in the chart below.

Real Estate Tax Summary						
Tax Serial Number	27-11-476-019	27-11-476-025	27-14-226-019	27-14-226-020	27-14-226-021	27-14-226-022
Market Value						
Land	$178,300	$361,600	$169,100	$162,700	$148,300	$17,000
Improvements	$0	$0	$0	$0	$0	$0
Total	$178,300	$361,600	$169,100	$162,700	$148,300	$17,000
Taxable Value*	$0	$0	$0	$0	$0	$0
Tax Rate	0.015572	0.015572	0.015572	0.015572	0.015572	0.015572
TOTAL TAXES	EXEMPT	EXEMPT	EXEMPT	EXEMPT	EXEMPT	EXEMPT

Total assessed value for 2004 was $1,037,000. In comparison to the final value estimate from this report, the subject is under-assessed.

Ownership and Property History

Ownership of the subject is vested in the name of South Jordan City. South Jordan City acquired approximately 27.99 acres of the subject in October 1998 from Dale Palmer for $1,175,644, or $42,002 per acre. According to Mr. Rick Horst, City Manager, the remaining

acreage was acquired from Margie P. Thomas in February 2000 for $48,000 per acre. There has been no change of ownership since that time.

South Jordan City has since re-zoned the property to R-2.5 from the previous A-5 zoning. An RFP (Request For Proposal) was sent out by South Jordan City to solicit bids for development of the parcel. The city has selected Arbor Homes as the developer, although the purchase price has not been solidified and is dependant upon the ultimate density achieved on the property. The purpose of this appraisal is to estimate market value and establish a purchase price for the transaction.

A letter from Arbor Homes describing the offers under three scenarios is found in the addenda. The first scenario is contingent upon an overall project density of 2.5 units per acre, Arbor Homes offered $82,500 per acre with 16.4 acres of this space deed back to the city as open space. Under a second scenario, contingent upon receiving an overall density of 3.1 units per acre, the offer price was $101,250 per acre with 12.4 acres deeded to the city. The third scenario was contingent upon receiving an overall density of 3.9 units per acre, with a proposed purchase price of $122,500 per acre and 9.8 acres deed back to the city.

In approximately 2002, the South Valley Sewer District was interested in this property for the location of a sewer treatment plant. However, due to the negative response by neighboring residents and South Jordan City officials, these plans were dropped. No other sales or offers were noted within the past three years.

Location and Neighborhood

Please see the neighborhood map and aerial photograph in the addenda.

The subject is within the corporate jurisdiction of South Jordan City in Salt Lake County. It lies near the northeast corner of the city, along the Jordan River. South Jordan is surrounded by

unincorporated portions of Salt Lake County to the west and the cities of West Jordan to the north, Sandy to the east, and Riverton to the south.

The Central Business District for Salt Lake City is approximately 16 miles northeast. South Jordan City offices are approximately one and one-half miles southwest. The South Towne Mall, the primary retail draw for this area, is within Sandy City approximately one mile southeast, along the east side of Interstate 15.

Neighborhood boundaries are considered to be 12600 South to the south, I-15 to the east, Shields Lane (9800 South) to the north and Redwood Road to the west. Properties within these boundaries comprise vacant land and single-family residential, commercial, and open space uses. Commercial development is expanding fairly rapidly in the area to the southwest, surrounding 10600 South Street and I-15. New commercial development is also occurring east of the subject, along 400 West Street. New office development has occurred northeast of the subject, along the east side of the Jordan River on 10000 South Street, and includes the Landesk Building.

The area to the west and northwest is built-up with single-family residential uses. South of the subject, along 10600 South Street, development includes Mulligan's Golf Course (adjacent south) and the River Park Corporate Center. Hotel, restaurant, and automobile dealership development has occurred to the southeast, along Interstate 15. There are large tracts of vacant land in the neighborhood yet to be developed.

Properties immediately adjacent to the subject include the Jordan River to the east with vacant land further east, single-family residential development and vacant agricultural land to the west, vacant agricultural land to the north, and Mulligan's Golf Course (recently purchased by South Jordan City) to the south. The Jordan River Parkway, including a paved trail and horse trail along the Jordan River, traverses along the east boundary of the subject.

Residential subdivisions have been expanding rapidly since early 1991 in the Salt Lake Valley and development has taken up much of the available land in the eastern portion of South Jordan City. The residential districts within the neighborhood are approximately 75 percent built up with homes ranging from new to 35 years old. New single-family residential development is occurring west of the subject. Commercial improvements are southwest and northeast of the subject and are newer. The subject is positively influenced by the steady demand for residential properties within the Salt Lake County and South Jordan City markets.

The neighborhood is currently served by a dirt horse trail accessed off of Shields Lane (9800 South Street), or from an asphalt paved pedestrian access along the Jordan River Parkway. Shields Lane is a primary east-west street through the neighborhood. It was recently extended from 1000 West to 400 West. To the west it provides access to single-family residential developments, 1000 West and 1300 West Streets. East of the subject, Shields Lane becomes 10000 South Street and accesses 400 West Street.

Fourth West, 1000 West and 1300 West provide access to 10600 South (South Jordan Parkway). Northeast of the subject, 400 West Street provides access to 9000 South Street. Ninetieth South provides access to Interstate 15 to the northeast. The South Jordan Parkway is a primary east-west transportation route through South Jordan City. It provides access to Interstate 15 to the southeast and to Redwood Road to the southwest. Overall, access to the subject is average.

Site Description

The subject comprises a large, irregularly shaped parcel with the east boundary comprising the Jordan River corridor. According to the Salt Lake County Recorder's office, the subject contains an estimated 39.8 acres or 1,733,688 square feet.

Access suitable for development in the past has been problematic with only a dirt horse trail or asphalt paved pedestrian access along the Jordan River Parkway. However, with South Jordan City's recent purchase of Mulligan's Golf Course adjacent south and reported agreements with Liberty Ventures who also owns property south of the subject, access will be provided to the subject via a right of way over neighboring properties south, entering the southwest corner of the subject property. This access road will be 50 feet wide, adequate for development of the subject. Even though the right of way will be provided, costs of extending this road will be the responsibility of the developer. South Jordan City will provide a retaining wall along the east side of the road to maintain functional use of the golf course adjacent to the right-of-way. This access is shown on the proposed subdivision plat reproduced in the addenda.

All utilities are available in close proximity. Sewer runs through the tract. Water, gas and electricity are located in Baxter Lane approximately 1,100 feet to the south. These will need to be extended to the subject site. There are potential wetlands on property. These areas appear to be along the eastern property boundary. A wetlands delineation map from SWCA Environmental Consultants was provided. This map shows wetlands areas covering approximately 20 percent of the tract, primarily at the northeast corner. These areas would likely need to be mitigated prior to development. This wetlands delineation map is reproduced in the addenda. Based on surrounding development, soil stability and load-bearing capacity are likely adequate to support development of the subject.

The subject was previously identified to be within flood zones "X" (500-year flood area) and "AE" (100-year flood area base flood elevations determined). However, a map provided by Brad Kenison, P.E. of Civil Science, Inc. indicated that a recent review of the subject by FEMA in December 2004 stimulated by a LOMR study (Letter of Map Revision) resulted in taking the subject out of the flood plain. The revised flood plain map is reproduced in the addenda. Despite this, the majority of the site needs to be raised two to three feet to allow adequate drainage and to prevent possible water problems associated with the Jordan River. It was indicated that approximately 116,000 cubic yards of fill needs to be brought in to resolve water

problems. The fill will be provided by South Jordan City. Also, due to the high water table, the eastern two-thirds of the subject will not facilitate basements.

The subject does not appear to be impacted by environmental contamination. However, no Phase I environmental study was provided to the appraisers. If any environmental contamination is found to affect the property this valuation is subject to change. The tract is in both moderate and high liquefaction zones.

Zoning is R-2.5, residential, under jurisdiction of South Jordan. The R-2.5 zone allows for development of single family uses up to a density of 2.5 lots per acre. This zone was created "to provide areas for low density single family housing without farm animal uses. This zone is intended to represent the standard for residential development in the City." Permitted uses include, but are not limited to, single-family detached dwellings, residential accessory uses and buildings, home occupations, and residential facilities for disabled persons. Conditional uses include, but are not limited to, religious activities, educational activities, golf courses, residential facility for elderly persons, parks and recreational activities, and public facilities.

South Jordan's Master Plan is consistent with the current zoning of the property although the master plan has been changed several times over the past several years as it overlays the subject property. South Jordan City officials said the city may be willing to increase the density allowed under zoning.

Arbor Homes has proposed a development known as the Villages at Riverwalk which includes the subject, approximately 3.7 acres adjacent west and a site owned by Liberty Ventures, LLC located to the south. The project is to be approved as a whole, but for the purposes of this analysis, only the subject portion is considered. A concept plan of each scenario is found in the addenda.

Specifically for this report, we have been asked to appraise the property under two scenarios. Scenario 1 assumes an overall density of 32 single family lots and 72 townhome lots on the subject, equating to a density of 2.61 units per acre. Scenario 2 assumes a density of 32 single family lots and 108 townhome lots, equating to 3.52 units per acre. The forgoing is summarized in the chart below.

Appraisal Scenarios			
	Single Family Lots	Townhome Lots	Density/Acre
Scenario 1	32	72	2.61
Scenario 2	32	108	3.52

HIGHEST AND BEST USE: Highest and best use is defined as, "...the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported and financially feasible and that results in the highest value."[6]

There are four tests of highest and best use implicit within the foregoing definition. These include: (1) physically possible, (2) legally permitted, (3) financially feasible, and (4) that use which having met the foregoing tests results in the highest present land value. As indicated earlier, the subject represents a vacant site; therefore, only highest and best use "as vacant" is required.

As Vacant

- Physically Suitable. The subject comprises a large, irregular-shaped parcel bordered by the Jordan River Parkway. It is a gently sloping tract. Access is to be provided via a proposed right-of-way over land south which will connect Baxter Lane to the southwest corner of the subject tract. This will be sufficient development access. The developer is obligated to pay the cost of

[6] The Appraisal of Real Estate, Twelfth Edition, The Appraisal Institute, Chiago, Illinois, 2001, p. 305.

extending the roadway to the subject. As noted, South Jordan City will pay for the cost of a retaining wall which will be necessary to extend the road. The subject has some wetlands near the northeast corner of the site near the Jordan River, covering roughly 20 percent of the property.

Wetland can be dealt with either through project design or mitigation. It is proposed that the wetlands will be incorporated into open space to meet zoning requirements and to enhance density on dry areas. Soil conditions and stability are likely adequately suited to a variety of development options. However, the site must be raised two to three feet to provide adequate drainage. Due to the high water table, basements will not be allowed on approximately two-thirds of the subject.

Sewer service is available to the subject. Water, gas and electricity lines will have to be extended along the new access roadway at the cost of the developer.

Physically, the primary limitations to development include the access road and utilities to be extended, the necessity of working around wetlands and raising the level of the eastern portion of the tract.

- Legally Permitted. Existing zoning is consistent with the master plan for the area. However, we have been asked to assume a change in zoning to allow higher density. This is reasonable because of city ownership. Clustering of densities would be allowed as long as open spaces are maintained.

- Economically Feasible. Economic feasibility relates to supply and demand for any given use, and the ability to provide a product at a cost which is less than its ultimate market value. The only logical use, beyond recreation and open space, is for residential development. Given the lack of basement availability, townhome use on the subject eastern portion is logical since this product is acceptable in the market without basements.

Residential uses could likely proceed in the relative near term, subject to infrastructure development as discussed. Demand for residential development is likely to be high given the location and general pace of construction. Single family and townhome or condominium development could likely prove economically feasible.

- Highest Present Land Value. Highest present land value is obtained through residential subdivision development to the highest density allowed by South Jordan City with a mix of single family and townhouse sites.

LAND VALUATION:

The valuation of the subject land is made on the basis of its highest and best use as vacant. The most reliable approach toward a separate valuation of the land is a comparison with similar parcels that have recently sold in the open market. The subject is first valued based on Scenario 1, which assumes density of 2.61units per acre. A search for recent land sales resulted in the data summarized in the following table. Comparative adjustments are made for variances to arrive at a value estimate for the subject. Explanation of the adjustments follows. Detailed fact sheets are presented in the addenda.

LAND SALES SUMMARY/ADJUSTMENT GRID							
	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7
ADDRESS	10141 South 1000 West	10801 South 3200 West	12700 South 3200 West	Confidential	11300 South 1300 West	11355 South 1300 West	1500 West Beckstead Lane
SIZE IN ACRES	4.63	33.00	9.57	36.25	18.69	3.84	13.44
PRICE	$480,000	$2,745,600	$618,000	$2,900,000	$1,741,300	$280,000	$1,653,120
DATE OF SALE	Aug-03	Dec-02	Jan-03	Aug-04	Jun-02	Nov-04	Jan-03
ZONING	R-2.5	A-5	R-3	A-5	R-2.5	A-1	RM6 PUD
DENSITY	1.72	3.00	3.00	3.20	1.72	1.56	5.43
SALES PRICE/ACRE	$103,672	$83,200	$64,577	$80,000	$93,167	$72,917	$123,000
PROPERTY RIGHTS	0%	0%	0%	0%	0%	0%	0%
ADJUSTED PRICE	$103,672	$83,200	$64,577	$80,000	$93,167	$72,917	$123,000
FINANCING TERMS	0%	0%	0%	0%	0%	0%	0%
ADJUSTED PRICE	$103,672	$83,200	$64,577	$80,000	$93,167	$72,917	$123,000
CONDITIONS OF SALE	0%	0%	0%	0%	0%	0%	2%
ADJUSTED PRICE/ACRE	$103,672	$83,200	$64,577	$80,000	$93,167	$72,917	$125,460
MARKET (TIME) ADJ.	5%	6%	6%	2%	8%	1%	6%
MARKET PRICE/ACRE	$108,469	$88,513	$68,653	$81,302	$100,748	$73,552	$133,318
ADJUSTMENTS							
Location/Exposure	0%	10%	15%	15%	0%	0%	-10%
Size	-10%	0%	0%	0%	0%	-10%	0%
Utilities	-3%	-3%	-4%	-3%	-3%	-4%	-2%
Shape/Functional Utility	-2%	-2%	-3%	-2%	-2%	15%	-1%
Road Access	-5%	-6%	0%	-7%	-5%	-7%	-4%
Use/Density Potential	4%	-2%	-2%	-3%	4%	5%	-14%
NET ADJUSTMENT	-16%	-3%	6%	0%	-6%	-1%	-31%
ADJUSTED VALUE/ACRE	$91,602	$85,902	$72,807	$81,343	$95,157	$73,000	$91,856
AVERAGE	**$84,524**						

The foregoing sales show a range in price from $64,577 to $123,000 per acre before adjustment. Price variances are normally attributed to several factors including property rights conveyed, terms of sale, conditions of sale, expenditures made immediately after purchase, market conditions (date of sale), location, physical characteristics and entitlement/density potential. The adjustments are discussed below.

- Property Rights Conveyed. The value estimate sought is the fee simple value. All of the sales involved the fee simple estate and no adjustment is needed.

- Terms of Sale. The market value definition used in this report stipulates cash purchases. All of the sales were considered cash or cash equivalent, and no adjustments are made.

- Conditions of Sale. Conditions of sale refers to extraordinary factors surrounding the sale process that result in less than an arm's-length transaction. All of the sales are considered arm's-length and do not require adjustment.

- Market Conditions (Date of Sale). Market conditions refers to price changes occurring over time due to various market forces, particularly supply and demand. Prior to 2000, values for residential property increased faster than inflation. Since that time, value increases have been at a more sustainable rate in general. However, some areas have noted continued strong price increases despite the general economic slowdown. The subject is in such an area. A direct paired analysis using the comparable sales is somewhat difficult due to other factors masking the time issue.

All of the sales occurred since June 2002. Upward adjustment based on five percent per year is made.

- Location. The subject is in an area surrounded by the Jordan River with agricultural, residential and commercial uses. It is located near the entrance to South Jordan City with good access to support commercial uses and to major transportation arteries including 10600 South and I-15. Each sale is discussed below.

Sale #1 is located in the area immediately west of the subject, accessed from 1000 West. Surrounding development is similar and no adjustment is warranted for location.

Sale #2 is southwest of the subject in South Jordan. It has good surrounding development but is further away from support commercial uses and is considered an inferior location. Upward adjustment is warranted.

Sale #3 is west of the subject in Riverton. Surrounding properties and connectivity are inferior requiring substantial upward adjustment.

Sale #4 is not specifically identified as it was given to us confidentially. However, it has inferior location characteristics to the subject. Upward adjustment is made for location.

Sales #5 & #6 are located in South Jordan, southwest of the subject. This is a desirable area with good surrounding development and support commercial uses. Location factors are offsetting and no adjustment is made.

Sale #7 is southwest of the subject near the South Jordan Towne Center. This has good surrounding development and overall has a superior location to the subject. Downward adjustment is made.

- Physical Characteristics. Physical characteristics typically refer to size, availability of utilities, road access, and functional utility. Each factor is discussed individually below.

  - Size: The comparables range in size from 3.84 to 36.25 acres. Typically, the larger the size the lower the price per acre and vice-versa. The subject is 39.8 acres. Comparison of the data suggests that size adjustments are warranted to Sales #1 and #6. Sale #6, which is the smallest, indicates a very low price per acre but this relates to functional and density issues discussed below. Downward adjustments are made to these two sales for size.

  - Utilities: Sewer is available to the subject but the remaining utilities must be extended 1,100 feet to the subject. Based on discussions with Arbor Homes, this cost is expected to be approximately $130,000 and would be spread over the entire development of 43.5 acres, indicating a cost of $2,989 per acre. Downward adjustment to all the sales is warranted based on this cost.

- Road Access: The subject does not currently have road improvements to the site. Even though there will be a right of way to the subject tract over adjacent property which will be sufficient for development, a developer will have to extend a roadway approximately 1,100 feet. This is inferior to all the sales which had frontage on existing improved roadways. However, Sale #3 had to extend 3200 West at the developer's cost a similar distance and no adjustment is made to this sale. The subject prospective developer indicates the cost of extending this road is approximately $240,000, which calculates to $5,517 per acre over the entire development. Downward adjustments are made based on cost.

- Functional Utility: The subject is an irregularly shaped parcel but is large enough to accommodate a variety of development options. Approximately 20 percent of the subject is located within suspected wetlands, which will require some planning prior to development. The area affected is minimal in comparison with the entire tract, and could be used to satisfy lot size requirements, or improved densities on the dry or buildable portion. Because densities can be transferred to other portions of the site, the wetlands areas are essentially as valuable as the remaining portions. All of the sales were free from wetland and were all considered buildable. No adjustment is necessary.

The subject requires fill in order to raise the site two to three feet. This can partially be provided from some cutting and filling that will be required on site. South Jordan City has pledged approximately 116,000 cubic yards of fill from other on going city projects. However, the subject developer would be required to level and compact the fill. This cost was estimated by the developer at $75,000. Thus downward adjustment is made to the sale. Downward adjustment is warranted to the sales for this issue.

Sale #6 has a highly irregular shaped and will require special design and planning. This is evidenced by the price paid for this parcel. Upward adjustment is made.

- Use/Density Potential. The proposed subdivision is zoned for 2.5 units per acre, although with the combination of other land, a density of 2.61 units per acre is achieved on the subject. The densities of the sales range from 1.56 to 5.43 units per acre. Typically, the higher the density, the higher the price per acre. This is supported by comparison of the sales. Comparing Sales #1 and #7, which have a density range from 1.72 to 5.43 units per acre, indicate prices per acre of $103,672 to $123,000, respectively. These sales are otherwise quite similar with other differences largely offsetting. This indicates an adjustment of approximately five percent for every one unit per acre increase in density. An adjustment of five percent for every increase of 1.00 unit per acre density is made to the sales.

After adjustments the sales range from $73,00 to $93,157 per acre, averaging $84,524. Sale #6 is an odd-shaped parcel and the functional utility adjustment does not fully account for the resulting development challenges. Disregarding this sale, the average is $86,445. The offer made by Arbor Homes on the subject under this scenario was $82,500 per acre. Keep in mind, however, that Arbor Homes helps to solve the access problem. There is value added for this. Therefore, their offer does not appear unreasonable even though, under the development promise noted, value is somewhat higher. Value for the subject is estimated at $85,000 per acre for Scenario 1 by the sales comparison approach.

Value of the subject before the taking is calculated as follows.

39.8 acres x $85,000 =	**$3,383,500**
Rounded to	**$3,385,000**

Subdivision Development Analysis

This approach is based on the appraisal principle of substitution and takes into consideration the selling price of improved lots (land & infrastructure) that provide utility equal or similar to the subject and the subtraction of assorted costs to give an indication of the residual land value.

- Analysis Steps. In order to estimate the appropriate market value of the subject land as improved with infrastructure, the following steps are taken:

1. estimate a reasonable retail value of the proposed subject lots,
2. estimate development, holding, marketing and other costs,
3. estimate entrepreneurial profit, and
4. discount the result in net revenues over the absorption period to arrive at estimate present value of the project.

Each of these steps are discussed below.

1. Gross Retail Lot Values

In the subject case, two types of product, single family lots and townhome lots are proposed. Average retail values of these lots are addressed below.

Single Family Lots. Specific details regarding the single family lots are not available but were indicated by the developer to average slightly above one-quarter acre each. In order to estimate the retail values of these lots as improved, a market search for sales of comparable lots was undertaken. Applicable sales are summarized in the chart below.

SINGLE FAMILY COMPARABLE LOT SALES								
Sale No.	Sale Date	Address	City	Subdivision	Size (Acre)	Size (Sq.Ft.)	Sale Price	Price/ Sq.Ft.
1	Jun-03	953 Melody Ct.	South Jordan	Plamer Vista	0.34	14,810	$98,500	$6.65
2	Feb-03	11488 Chapel Ridge Cir.	South Jordan	The Ridge	0.36	15,682	$92,500	$5.90
3	Aug-03	920 W. Makiya Cir.	South Jordan	Parkway Palisades	0.44	19,166	$98,900	$5.16
4	Apr-03	11284 Janalynn Dr.	South Jordan	Parkway Palisades	0.46	20,038	$113,850	$5.68
5	Dec-03	9983 S. Birdie Way	South Jordan	South Ridge Fairways	0.23	10,019	$85,000	$8.48
6	U.C.	4513 Tee Box Dr.	South Jordan	South Ridge Fairways	0.28	12,197	$80,000	$6.56
7	Oct-03	4575 W. Tee Box Dr.	South Jordan	South Ridge Fairways	0.27	11,761	$92,150	$7.84
8	Aug-03	1477 W. 10775 So.	South Jordan	Spring Flower	0.35	15,246	$85,900	$5.63
9	Mar-04	1533 W. Lindsay Marie Cir.	Riverton	Treasure Estates	0.33	14,375	$95,000	$6.61
10	U.C.	1517 W. Lindsay Marie Cir.	Riverton	Treasure Estates	0.33	14,375	$95,000	$6.61
11	U.C.	12063 So. Laurel Chase Dr.	Riverton	Treasure Estates	0.33	14,375	$99,000	$6.89
12	Jul-04	11918 S. Park Haven Ln.	Riverton	Park Haven	0.23	10,019	$86,900	$8.67

The sales range in price from $80,000 to $113,850, averaging $95,709. Sale #3, #4 and #5 come from Parkway Palasades which is a higher end subdivision. These are larger lots. These lots are the last remaining lots in the subdivision and are generally the least desirable. These factors offset. Overall, a retail value for the subject lots above the average is supported.

The subject developers project retail values for these lots to be in the $95,000 to $100,000 range. A gross retail value of the subject single family lots is projected at $95,000.

Townhomes. The townhomes are proposed to be tri-plex buildings with rear entry 2-car garages, ranging is size from 1,500 to 1,900 square feet. Sales data of townhome pad sites is very limited. Therefore, to estimate the value of each pad site, two analyses are conducted. The first analysis is to estimate a typical percentage of finished value of the vertical construction.

The developers indicated that they will be targeting a value for the finished vertical construction of $180,000 to a maximum of $200,000. A search for sales of townhome

units in the subject market was made and resulted in the data summarized in the following grid.

Improved Townhome Sales Summary

Sale #	Sale Date	Project Name/ Address	Type	Bed	Bath	Sqft.	Sale Price	Age at Date of Sale
1	Dec-04	Cottages at 9th East 6755 South 950 East Midvale, Utah	Rambler	3	2.5	1,573	$192,500	New
2	Nov-04	Stonegate 8870 South 1432 West West Jordan, Utah	Rambler	3	2.5	1,703	$174,515	New
3	Nov-04	Villages at Millcreek 4600 South 865 East Salt Lake City, Utah	Rambler	2	2	1,152	$148,900	New
4	Aug-04	Granite Cove 3174 South 925 East Salt Lake City, Utah	Rambler	3	2.5	1,450	$154,900	2 Yrs.

The sales range from $148,900 to $192,500 with a range in square foot size from 1,152 to 1,703. The subject pricing is proposed to be at the upper end of this range. It is reasonable to project that the average townhome in the subject would have a total (lot and vertical construction) value of $190,000.

There is consistency in the comparison between the retail value of the finished units and the value of the land or improved pad site. A general rule of thumb is that the lot value is typically in the 20 to 30 percent range of total value. Discussions with Kennecott Land, the developers of Daybreak, indicated that they have some smaller sized lots that would accommodate similar product to the subject in the $160,000 to $210,000 range. They had projected lot values to be in the 20 to 28 percent range of total value of the vertical constriction.

The Sand Dunes project located at 10800 South 3950 West had homes that sold at an average price of $155,000 and developers indicated a retail lot price of $44,000. This comparison indicates a ratio of 28 percent. This supports the data already discussed.

The subject developers project the retail lot prices of the townhome lots to be in the $50,000 range.

At a ratio of 26 percent, the indicated lot value is $49,400. It is noted that this is for a fully improved lot with all utilities and infrastructure provided.

For additional support, a search for sales of small single family lots that would be somewhat analogous to the townhome lots was made. This data is summarized below.

SMALL COMPARABLE LOT SALES

Sale No.	Sale Date	Address	City	Subdivision	Size (Acre)	Size (Sq.Ft.)	Sale Price	Price/ Sq.Ft.
1	May-04	4120 Juniper Hills Dr.	South Jordan	Oquirrh Park	0.12	5,227	$53,350	$10.21
2	Jun-04	4095 Juniper Hills Dr.	South Jordan	Oquirrh Park	0.12	5,227	$54,000	$10.33
3	Sep-03	8377 So. Oak Mill Dr.	West Jordan	The Oaks	0.13	5,663	$45,900	$8.11
4	Jun-04	6263 W. Oak Gate Dr.	West Jordan	Jordan Village	0.12	5,227	$52,000	$9.95
5	U.C.	1500 W. 8700 So.	West Jordan	Dove Meadows	0.11	4,792	$58,400	$12.19
6	Apr-04	5007 W. Larkin Way	West Valley City	Eagle Rock	0.12	5,227	$44,500	$8.51
7	Apr-04	5013 W. Larkin Way	West Valley City	Eagle Rock	0.13	5,663	$46,500	$8.21
8	Jul-03	10700 So. 4100 W.	South Jordan	Oquirrh Park	0.11	4,792	$53,000	$11.06

The sales range in price from $44,500 to $58,400. Those at the low end of the range are located in West Valley City in an inferior location. The other sales are located in South Jordan and West Jordan which have similar locations to the subject. These sales suggest a price within the $50,000 per lot range, similar to the projections from the developers.

Overall, the value of the townhome lots is concluded at $50,000.

2. Other Costs

In this analysis, land value is estimated as the residual of gross retail sales less development costs, applicable selling costs and profit over an absorption period.

Costs of development, marketing, closing, property taxes, and developer profit must be estimated and deducted. It is also necessary to project a discount rate to discount the future anticipated cash in-flows over the previously concluded absorption period to present value.

- Development Costs. Total projected site work and infrastructure costs for 74 townhome units in the proposed project known as The Gables at River Oaks equate to $1,098,190, or $14,840 per unit. Infrastructure costs for a 35 unit condominium project in West Jordan were reported at $22,000 per unit in 2000. Some downward adjustment is reasonable given the smaller project size.

Projected costs for a comparable 40 unit townhouse project in Murray were reported at $22,669 per unit in 2002. Again, some downward adjustment is warranted given the smaller project size.

A 161 unit project currently under construction has an estimated construction cost of $3,519,223 or $21,859 per unit.

The most recent comparable comes from an 84 unit project in the southeast quadrant of the Salt Lake Valley. Total development costs for ths project equate to $1,196,913, or $14,249 per unit. However, these costs did not include expenditures to expand a connecting road from the primary traffic artery to the property. Therefore, some upward adjustment is warranted.

Projected data by the developer indicate a cost of approximately $16,900 per unit, which is within the range supported by the comparables. This accounts for the added expense of

extending the road and utilities to the subject tract and the cost of leveling and compacting the fill. Giving weight to all factors, a total site improvement cost of $15,500 per unit is concluded for the townhome lots.

The developers for the subject projected costs of $31,959 per lot for the single family portion. Again this includes the extraordinary costs of extending the road, utilities and fill issues discussed previously.

Costs for Heritage Park Estates Phase II were reported to be around $469,850, or $22,374 per lot, and Phase I costs were around $27,000 per lot. Costs for Phase III are lower because it is benefitting from the infrastructure associated with the first two phases of the project. A cost for the subject would be higher due to the extraordinary costs discussed earlier.

A subdivision in Syracuse known as Wasatch Villas had projected development costs of $25,217 per lot for 69 lots. This supports costs of around $25,500 per lot for the subject excluding the extraordinary costs. The extraordinary costs total $445,000, or $3,904 per unit. If added, this would indicate a cost of $29,404 per lot.

Development costs for the infrastructure for the subject single family lots is estimated at $29,000 per lot.

- Marketing Costs. Marketing and promotion costs are projected at six percent of gross sales which was concluded previously.

- Closing Costs. Closing costs will be incurred and include title policy, legal fees, document preparation fees, filing fees, and escrow costs. A one percent of gross sales cost is estimated.

- Property Taxes. Property taxes on the unsold lots would be payable by the developer. Based on taxes from the lot sales in the sales comparison approach, taxes for the subject lots

are concluded at $65.00 per month. Taxes on a per lot basis would not be assessed until January 1, 2006, and the taxes would be minimal until completion of construction. Taxes are assessed at $65.00 per month per lot applied to the unsold inventory on a quarterly basis one year out.

3. Entrpreneurial Profit

Entrpreneurial profit is earned to the various stages of development including the entitlement phase, construction phase and marketing phase. Developers typically quote profit for similar projects as a percentage of gross sales, with a quote from 10 to 30 percent being typical.

Greg Watts of Watts Corporation was contacted regarding profit. They were involved with construction and marketing condominiums located in the Salt Lake County area in Salt Lake City. He said that developers typically target a profit of between 15 and 20 percent. According to Mr. Lynn Croft with Oak Financial Services, who developed the Murray Oaks Condominiums on 6100 South, he wouldn't consider any project below a 15 percent developer profit. Additionally, Steve Lowe of Compass Capital stated a profit factor near 15 percent is reasonable for his condominium developments. On this basis, a 15 percent profit factor is concluded.

4. Discount

- Absorption Period. For the purposes of this report, a review of available absorption rates for comparable single family lot subdivisions and townhome projects are presented in the following charts.

SINGLE FAMILY ABSORPTION RATES		
Subdivision	Location	Absorption Rate Per Month
Wood Creek Estates	9750 South 4850 West	0.88
South Ridge Fairways	10000 South 4500 West	2.14
Heritage Park Estates	3701 West 9330 South	1.83
Jordan Farms	11400 South 3200 West	7.11

Townhome Absorption Comparables						
Project	Date Marketed	Total Units	Units Sold	Marketing Time (Months)	Absorption (Units/Month)	Comments
The 900 East Cottages	Jul-04	84	65	18	3.6	This project is located near the heart of the Fort Union area.
Legacy Ranch	Mar-04	108	7	2	3.5	This project is about ready to begin construction. Theomodel home is not yet completed. There have been seven pre-sales in the first two months.
Stone Gate	Jan-04	87	22	4	5.5	There are three floor plans available.
Copper Hills Condos- Phase 1	Aug-03	68	41	9	4.6	Although the first sale occurred in August 2003, the model was not completed unitl April 2004. Since January 1, 2004 there have been 30 units sold, which equates to an absorption rate of 6.0 units per month.
Vintage on the Bluff	Dec-02	116	6	1	6.0	This project will consist of 12 phases. Phase 1 thru 3 are constructed and comprise a total of 26 units and is a mix of townhomes and condominiums.
Station Place	Sep-01	35	35	12	2.9	The rambler style homes are at the high end of the price range. The multi-level townhomes are near the lower end of the price range.

Absorption rates for single family lot subdivisions ranged between 0.88 and 7.11 lots per month. Each of these subdivisions is discussed below.

Wood Creek Estates is located in an expanding area. The developer only offers complete build jobs. Considering the subject's location, a higher absorption rate is expected.

South Ridge Fairways is located near a golf course. The absorption rate of 2.14 lots per month involves both lot sales and build jobs. The subject will be a higher end subdivision which typically has stronger demand. A slightly higher absorption rate is expected for the subject.

Heritage Park Estates suggests a absorption rate of 1.83 lots per month, despite the fact that they are currently taking down five lots per month from the developer. H.J. Builders indicated that they closed on a home in November 2003, and have ten more homes that are under contract. Marketing did not begin in earnest until January 2004. Some caution is warranted because the contracts have not closed. The builder has a contract to take down five lots per month.

Jordan Farms is a higher-end residential development. The agent reported that 64 lots sold out over a nine-month period. These were all lot sales, with no build jobs. This is considered similar to the subject although an absorption rate this high is not supported by the other data. A lower absorption rate would be expected for the subject.

An absorption rate for the single family lots in the subject is projected at four lots per month.

The absorption rates from the comparable townhomes range from 2.9 to 6.0 units per month, averaging 4.35 units. This is for completed townhomes and absorption of the lots would be faster as a builder would likely purchase a block of lots to ensure an adequate supply of lots to offer, even at retail values. Therefore, an absorption above the average is considered appropriate. Absorption for the townhome portion of the subject is concluded at five lots per month.

- Discount Rate. Future cash flows are discounted to present value by a discount rate. Typical discount rates range from 10 to 14 percent and account for both the cost of borrowed funds and the equity component of the investment. A profit factor has already been accounted for

on the equity side of the equation, arguing for a low discount rate near the cost of debt. A 10.0 percent discount rate is used.

The residual value of the land to a single purchaser under scenario one is calculated in the discounted cash flow analysis on the following page. It yields a value of $2,950,000 (rounded).

DISCOUNTED CASH FLOW ANALYSIS

ASSUMPTIONS	DISCOUNTED CASH FLOW- SCENARIO 1					
Single Family Absorption (lots per quarter)		12				
Single Family Lots		32				
Townhome Absorption (Per month)		15				
Townhome Lots		72				
Appreciation Rate/Quarter		0.75%				
Marketing Cost		6.0%				
Closing Costs		1.0%				
Property Tax/Quarter		$ 195.00				
Profit		15.0%				
Development Costs/Lot (Single Family)		$ 29,500.00				
Development Costs/Lot (Townhomes)		$ 15;500.00				
Discount Rate/Period		2.500%				
Average Retail Value- Single Family Lots		$ 95,000	$ 95,713	$ 96,430	$ 97,154	$ 97,882
Average Retail Value- Townhome Lots		$ 50,000	$ 50,125	$ 50,250	$ 50,376	$ 50,502
	Period	**Quarter**	**Quarter**	**Quarter**	**Quarter**	**Quarter**
	0	**1**	**2**	**3**	**4**	**5**
Single Family Lots Remaining	32	28	16	4	0	0
Single Family Lots Sold	4	12	12	4	0	0
Townhome Lots Remaining	72	67	52	37	22	7
Townhome Lots Sold	5	15	15	15	15	7
Gross Sales Revenue	$ 630,000	1,890,000	1,900,425	1,139,476	755,639	353,513
COSTS						
Infrastructure Costs	$ (2,060,000)					
Marketing/Commissions	(37,800)	(113,400)	(114,026)	(68,369)	(45,338)	(21,211)
Real Estate Taxes	-	-	(13,260)	(7,995)	(4,290)	(1,365)
Closing Costs	(6,300)	(18,900)	(19,004)	(11,395)	(7,556)	(3,535)
Profit	-	(283,500)	(285,064)	(170,921)	(113,346)	(53,027)
Total Costs	(2,104,100)	(415,800)	(431,354)	(258,680)	(170,531)	(79,138)
NET SALES PROCEEDS	**(1,474,100)**	**1,474,200**	**1,469,072**	**880,796**	**585,108**	**274,375**
NET PRESENT VALUE		**$ 2,952,921**				
Rounded To		**$ 2,950,000**				

Reconciliation. The values indicated by the two approaches are summarized in the chart below for Scenario 1.

Reconciliation- Scenario 1		
Approach	Value Indication	Price/Acre
Land Valuation	$3,385,000	$85,050
DCF-Subdivision Analysis	$2,950,000	$74,121

The value indications range from $85,050 to $74,121 per acre. The offer of the subject developers of $82,500 is within this range. The DCF is a good indication of value as it accounts for the unique characteristics of the subject development. However, there are many variables which have been estimated and this introduces the question of reliability. Consideration is given both approaches and value is concluded at $82,500 per acre for Scenario 1. Land value under Scenario 1(obtaining a density of 2.5 units per acre) is concluded at $82,500 per acre. Land value is calculated below.

39.8 Acres x $82,500 = $3,283,500

Rounded To $3,285,000

Scenario 2

As stated earlier, this scenario is based on receiving a higher density of 3.1 units per acre overall, or 32 single family lots and 108 townhome lots. The only difference in the sales comparison approach would be the adjustment made for density. Increasing the adjustment for density results in an upward adjustment of 4.55 percent from the $85,000 per acre conclusion. This indicates a value of $88,858 per acre, rounded to $89,000.

The same discounted cash flow analysis as presented under Scenario 1 except with the higher density requirements is made. All the same assumptions apply, except for the number of lots. This discounted cash flow is presented in the following chart.

ASSUMPTIONS	DISCOUNTED CASH FLOW- SCENARIO 2							
Single Family Absorption (lots per quarter)		12						
Single Family Lots		32						
Townhome Absorption (Per month)		15						
Townhome Lots		108						
Appreciation Rate/Quarter		0.75%						
Marketing Cost		6.0%						
Closing Costs		1.0%						
Property Tax/Quarter		$ 195.00						
Profit		15.0%						
Development Costs/Lot (Single Family)		$ 29,500.00						
Development Costs/Lot (Townhomes)		$ 15,500.00						
Discount Rate/Period		2.500%						
Average Retail Value- Single Family Lots		$ 95,000	$ 95,713	$ 96,430	$ 97,154	$ 97,882	$ 98,616	$ 99,356
Average Retail Value- Townhome Lots		$ 50,000	$ 50,125	$ 50,250	$ 50,376	$ 50,502	$ 50,628	$ 50,755
	Period	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter
	0	1	2	3	4	5	6	7
0								
Single Family Lots Remaining	32	28	16	4	0	0	0	0
Single Family Lots Sold	4	12	12	4	0	0	0	0
Townhome Lots Remaining	108	103	88	73	58	43	28	13
Townhome Lots Sold	5	15	15	15	15	15	15	13
Gross Sales Revenue	$ 630,000	1,890,000	1,900,425	1,139,476	755,639	757,528	759,422	659,811
COSTS								
Infrastructure Costs	$ (2,618,000)							
Marketing/Commissions	(37,800)	(113,400)	(114,026)	(68,369)	(45,338)	(45,452)	(45,565)	(39,589)
Real Estate Taxes	-	-	(20,280)	(15,015)	(11,310)	(8,385)	(5,460)	(2,535)
Closing Costs	(6,300)	(18,900)	(19,004)	(11,395)	(7,556)	(7,575)	(7,594)	(6,598)
Profit	-	(283,500)	(285,064)	(170,921)	(113,346)	(113,629)	(113,913)	(98,972)
Total Costs	(2,662,100)	(415,800)	(438,374)	(265,700)	(177,551)	(175,041)	(172,533)	(147,693)
NET SALES PROCEEDS	**(2,032,100)**	**1,474,200**	**1,462,052**	**873,776**	**578,088**	**582,487**	**586,889**	**512,118**
NET PRESENT VALUE		**$ 3,584,586**						
Rounded To		**$ 3,580,000**						

By this analysis, the residual value of the land is indicated at $3,580,000, or $89,950 per acre. Arbor Homes' offer under this scenario was $101,250 per acre, measurably more than indicated by this analysis.

The value range indicated by the sales comparison approach and the subdivision analysis is from $89,000 to $90,000 per acre. Value is concluded at $90,000 per acre.

Total value for scenario 2 is calculated as follows.

39.8 Acres x $90,000 = $3,582,000

Rounded To $3,580,000

ADDENDA

SUBJECT PHOTOGRAPHS

View Westerly over Subject

View Northerly over Subject

View North over Subject

View North Along Jordan Parkway Trail

View South Along Jordan Parkway Trail

LEGAL DESCRIPTIONS

LEGAL DESCRIPTIONS

Parcel # 27-11-476-019.

BEG N 0¬11'14" W 70.43 FT & E 1290.15 FT FR S 1/4 COR SEC 11, T 3S, R 1W, SLM; N 49¬40'45" W 14.05 FT; N 28¬07' W 145.56 FT; S 89¬25'20" E 1575.22 FT; S 25¬23' 06" E 133.59 FT; S 22¬40'52" E 93.19 FT; N 89¬25'20" W 1540.71 FT; N 43¬38'45" W 87.3 FT TO BEG. 7.19 AC M OR L. 7810-2100 8059-0664 8342-8271

Parcel # 27-11-476-025.

BEG N 0¬11'14" W 220.12 FT & S 89¬25'20" E 1962.63 FT FR S 1/4 COR SEC 11, T 3S, R 1W, SLM; N 0¬43'53" W 695.31 FT; N 8¬40'42" W 389.91 FT; N 89¬16'07" E 16.32 FT TO W LINE JORDAN RIVER PKWY; S 55¬38'37" E 194.64 FT; S 8¬39' E 30.88 FT; S 55¬38'37" E 123.13 FT; S'LY ALG A 351 FT RADIUS CURVE TO R 145.51 FT (CHORD S 43¬46'04" E 144.47 FT); S 31¬53'30" E 912.51 FT; N 89¬25'20" W 797.66 FT TO BEG. 11.3 AC M OR L. 8339-6513

Parcel # 27-14-226-019.

BEG N 0¬11'14" W 70.43 FT & E 1290.15 FT & S 43¬38'45" E 87.3 FT FR S 1/4 COR SEC 11, T 3S, R 1W, SLM; S 89¬25'20" E 1540 FT; S'LY ALG A 316 FT RADIUS NONTANGENT CURVE TO R 46.25 FT; S 5¬51'19" E 167.64 FT; N 89¬25'20" W 1466.90 FT; N 5¬46' E 27.15 FT; N 2¬40'30" W 39.86 FT; N 17¬36'15" W 55.70 FT; N 33¬31' W 30.10 FT; N 43¬38'45" W 93.95 FT TO BEG. 7.21 AC. 6118-0271 7810-2097 8023-0276 8147-2868

LEGAL DESCRIPTIONS, CONTINUED

Parcel # 27-14-226-020.

BEG N 0¬11'14" W 70.43 FT & E 1290.15 FT & S 43¬38'45" E 181.25 FT & S 34¬31' E 30.10 FT & S 17'36'15" E 55.70 FT & S 2¬40'30" E 39.86 FT & S 5¬46' W 27.15 FT FR S 1/4 COR SEC 11, T 3S, R 1W, SLM; S 89¬25'20" E 1466.90 FT; S 5¬51'19" E 209.10 FT; N 89¬25'20" W 1510.01 FT; N 5¬46' E 208.64 FT TO BEG. 7.01 AC. 6118-0271 7810-2094 8023-0276 8147-2868

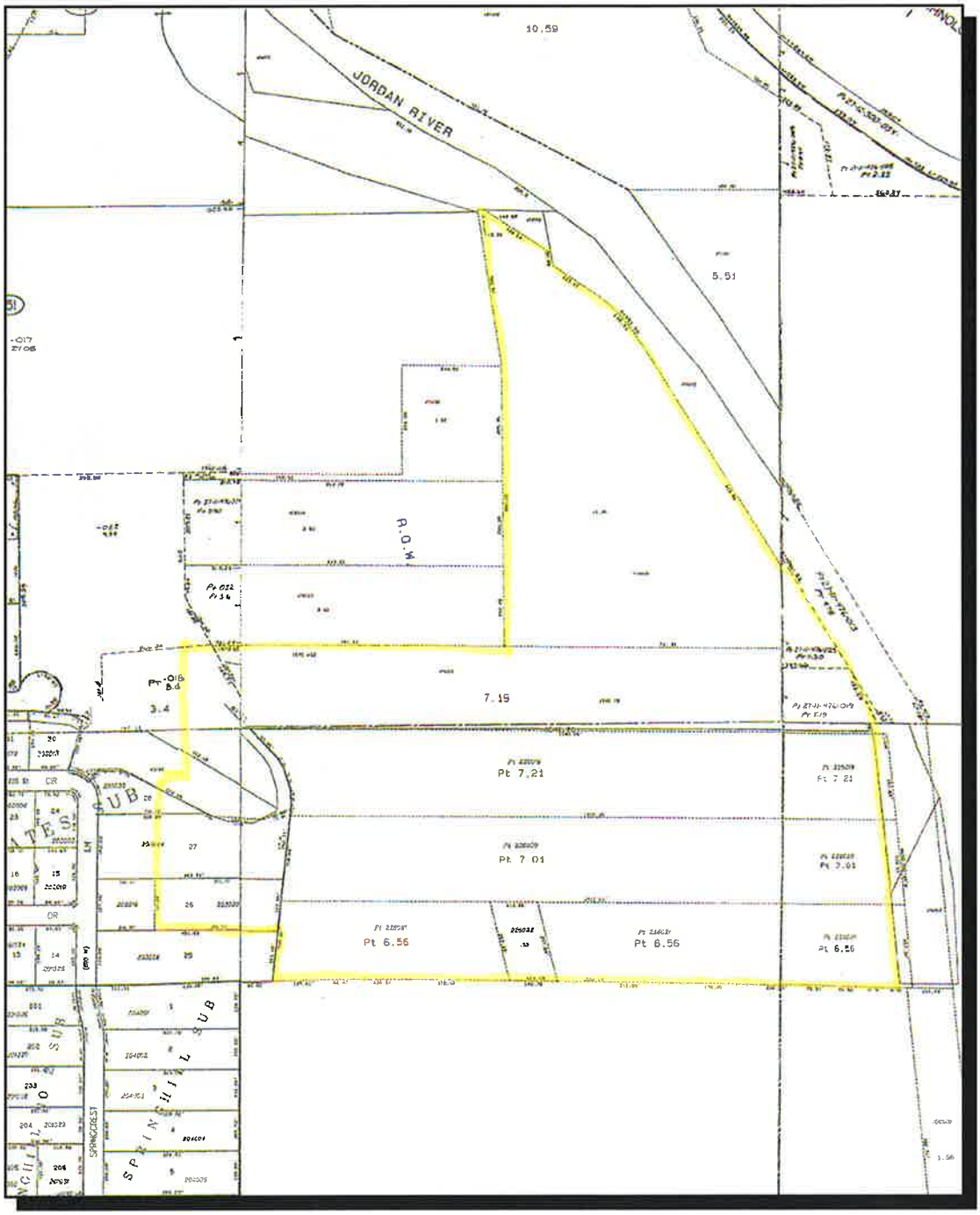
Parcel # 27-14-226-021.

BEG N 0¬11'14" W 70.43 FT & E 1290.15 FT & S 43¬38'45" E 181.25 FT & S 33¬31' E 30.10 FT & S 17¬36'15" E 55.70 FT & S 2¬40'30" E 39.86 FT & S 5¬46' W 235.79 FT FR S 1/4 COR SEC 11, T 3S, R 1W, SLM; S 89¬25'20" E 1510.01 FT; S 5¬51'19" E 207.39 FT TO A FENCE LINE; N 89¬06'19" W 1552.04 FT; N 5¬46' E 198.31 FT TO BEG. LESS BEG N 2056 FT & E 4734 FT M OR L FR W 1/4 COR SEC 14, T 3S, R 1W, SLM; N 13¬51' W 207.88 FT; N 89¬25'20" W 113.96 FT; S 13¬51' E 207.23 FT; S 89¬06'19" E 114.13 FT M OR L TO BEG. 6.56 AC. 6118-0271 8023-0276 8025-2110 8147-2865,2868

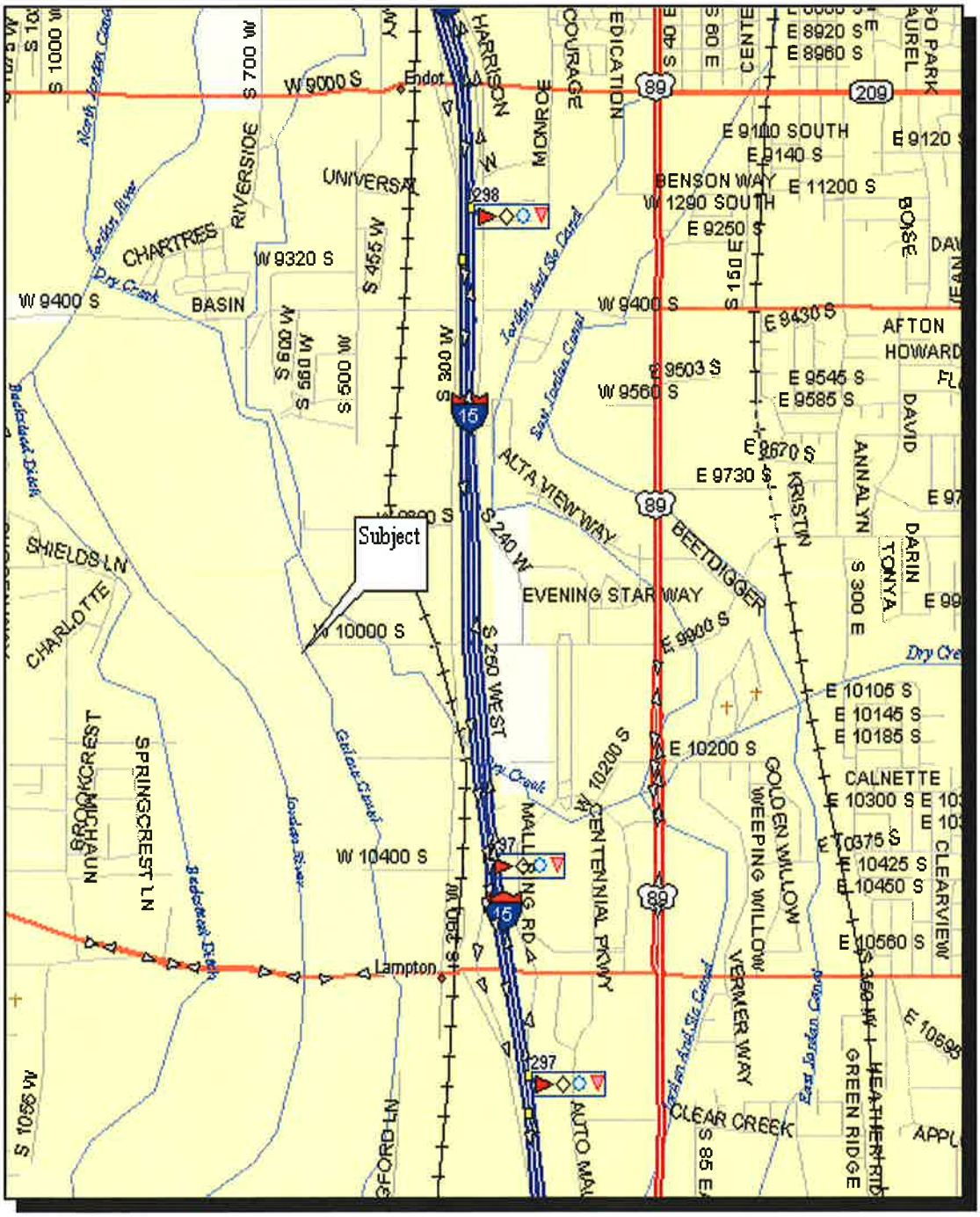
Parcel # 27-14-226-022.

BEG N 2056 FT & E 4734 FT M OR L FR W 1/4 COR SEC 14, T 3S, R 1W, SLM; N 13¬51' W 207.88 FT; N 89¬25'20" W 113.96 FT; S 13¬51' E 207.23 FT; S 89¬06'19" E 114.13 FT M OR L TO BEG. 0.53 AC. 6118-0271 8023-0276 8025-2110 8147-2865,2868 8206-1458

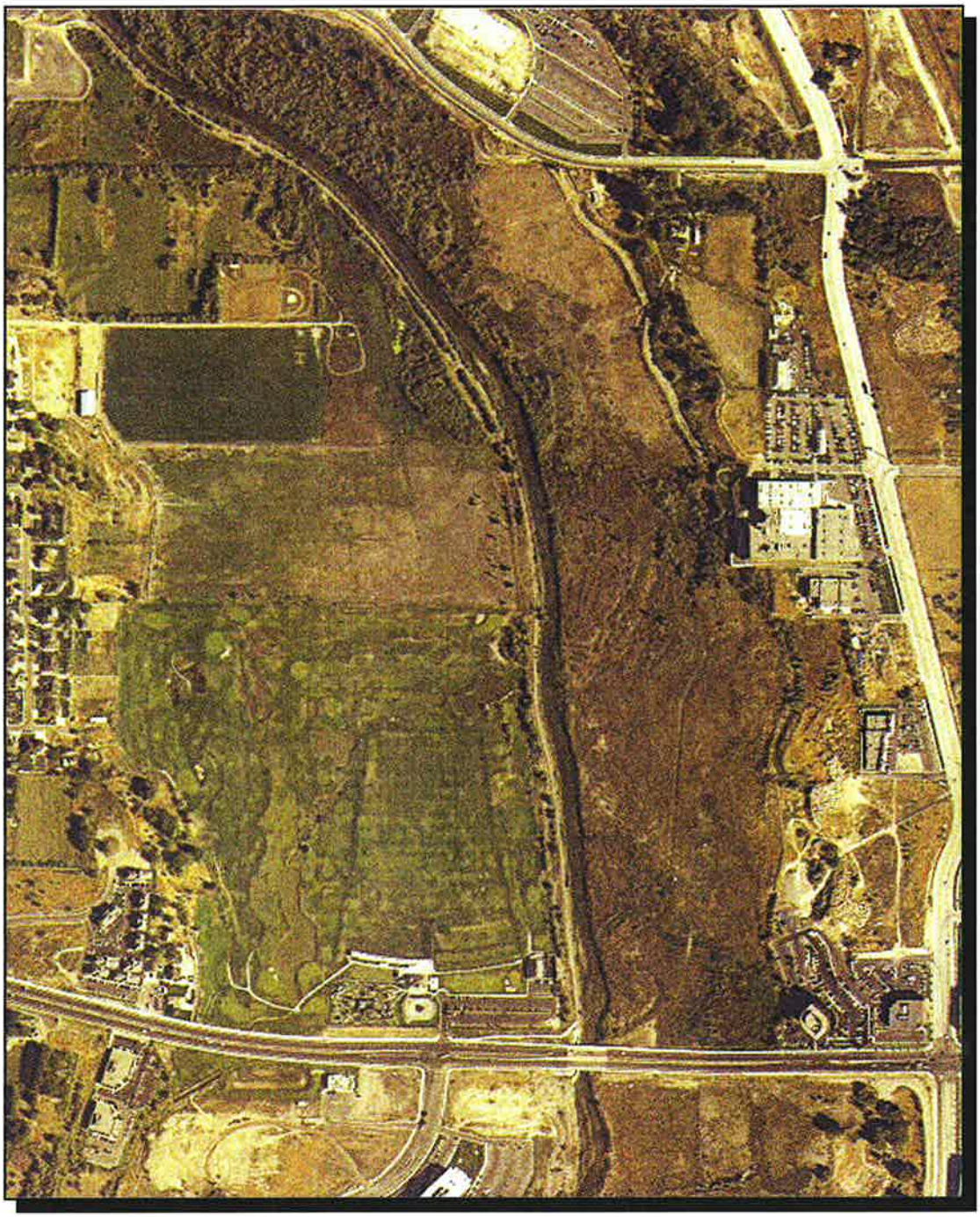
PROPOSED SUBDIVISION PLAT



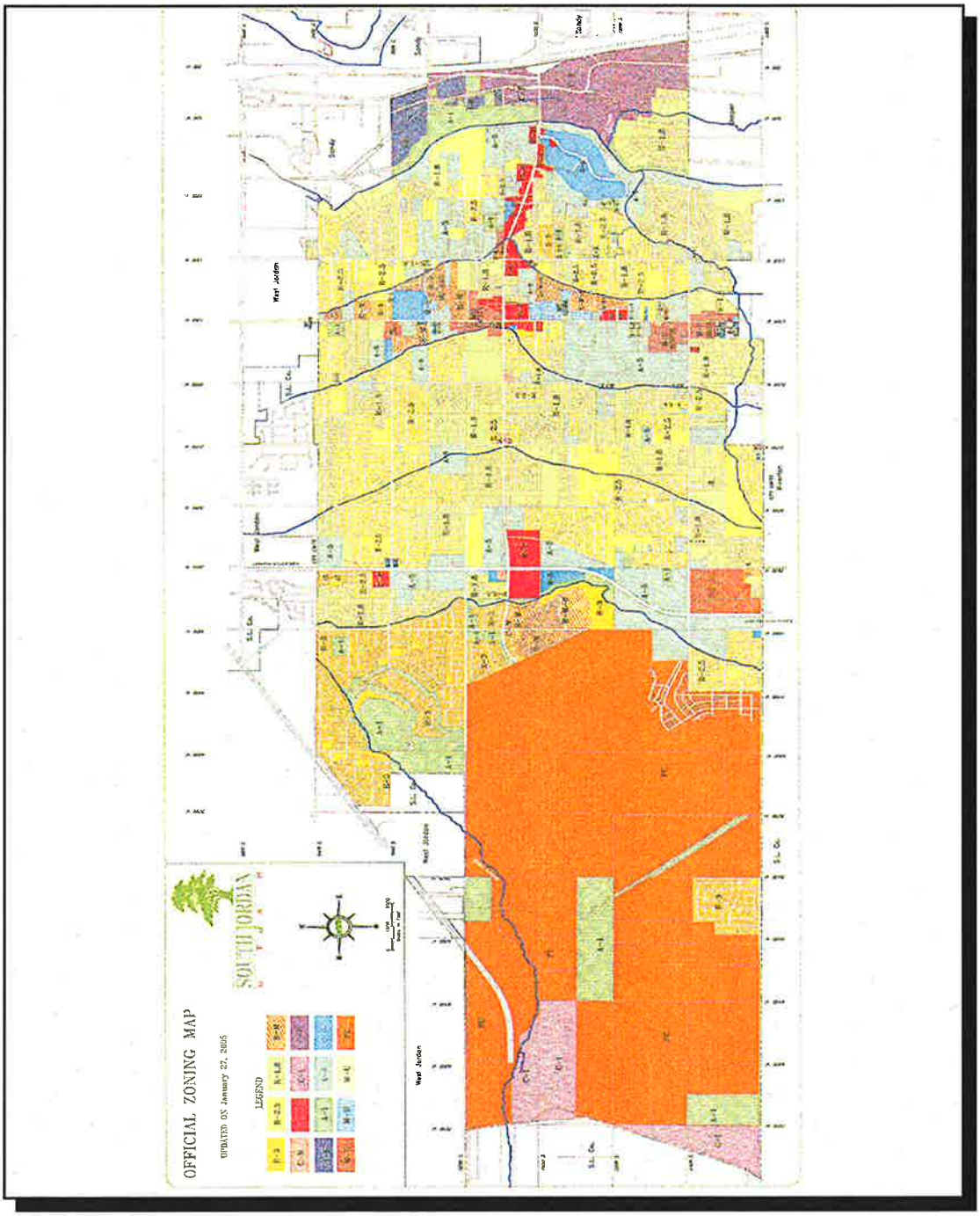
NEIGHBORHOOD MAP



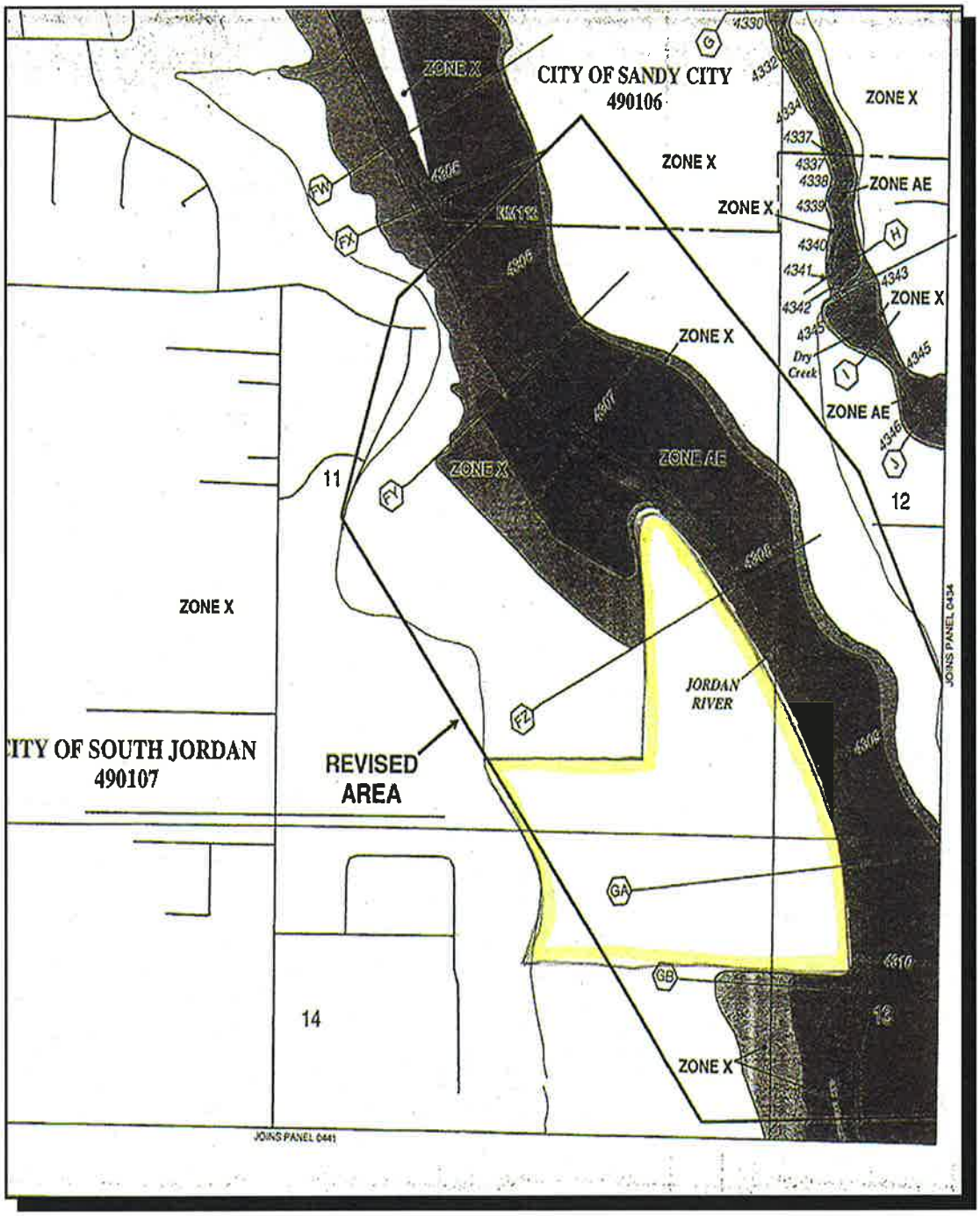
AERIAL PHOTOGRAPH



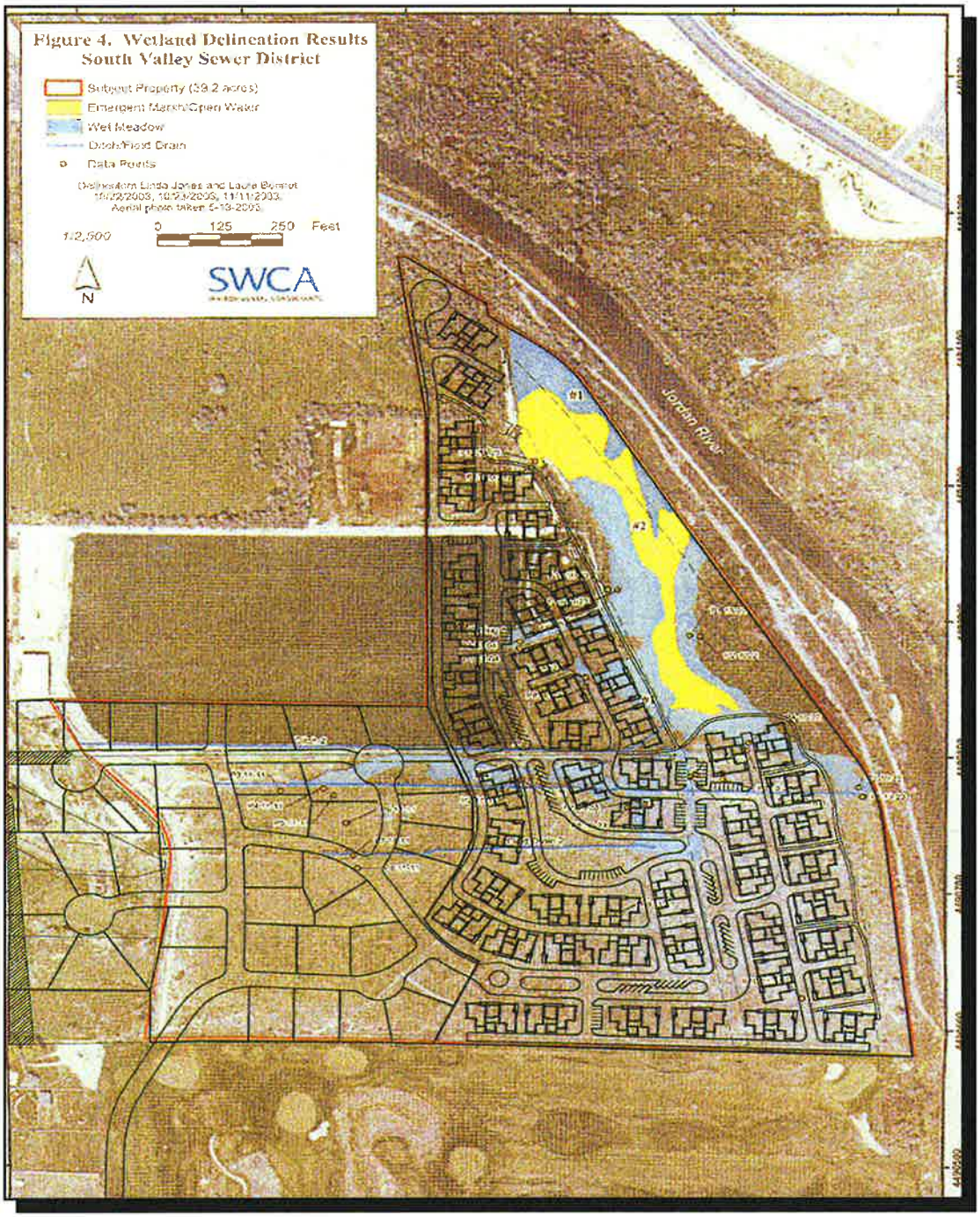
ZONING MAP


OFFICIAL ZONING MAP
UPDATED ON January 27, 2005
LEGEND
SOUTH JORDAN
West Jordan
Sandy

FLOOD ZONE MAP



DELINEATION MAP



APPROP Commercial / Residential

January 10, 2005

Ricky Horst
City Manager
SOUTH JORDAN CITY
1600 West Towne Center Drive
South Jordan City, Utah 84095

RE: RIVERWALK VILLAGE

Dear Rick:

Attached please find three (3) site plans for the Villages at Riverwalk. Each site plan reflects a different scenario based on various densities of the mansion homes. The details and our proposed value of each scenario are as follows:

SCENARIO 1

Total Acreage-	Approximately 40 acres.
Purchase Price-	Three Million Three Hundred Thirty Thousand Dollars ($3,330,000). Eighty Two Thousand Five Hundred Dollars ($82,500) per acre.
Single Family Lots Acreage-	Approximately 16.1 acres.
Single Family DU/Acre	2.5 DU/Acre.
Single Level Condo Acreage-	Approximately 27.4 acres.
Single Level DU/Acre	2.5 DU/Acre.
Total Density per Acre-	2.5 DU/Acre.
Open Space donated Back to South Jordan City-	16.4 acres.
Value of Open Space-	One Million Three Hundred Fifty-three Thousand Dollars ($1,353,000).

45 WEST 10000 SOUTH, SUITE 301 SANDY, UTAH 84070 Phone: (801) 561-8594 * Fax: (801) 561-8647

Total Value of Contract-	Four Million Six Hundred Eighty-three Thousand Dollars ($4,683,000).

SCENARIO 2

Total Acreage-	Approximately 40 acres.
Purchase Price-	Four Million Fifty Thousand Dollars ($4,050,000). One Hundred One Thousand Two Hundred Fifty Dollars ($101,250) per acre.
Single Family Lots Acreage-	Approximately 16.1 acres.
Single Family DU/Acre	2.5 DU/Acre.
Mansion Home Acreage-	Approximately 27.4 acres.
Mansion Home DU/Acre	3.9 DU/Acre.
Total Density/Acre-	3.1 DU/Acre over the entire site.
Open Space donated Back to South Jordan City-	12.4 acres.
Value of Open Space-	One Million Two Fifty Thousand Five Hundred Dollars ($1,250,500).
Total Value of Contract-	Five Million Three Hundred Five Thousand Five Hundred Dollars ($5,305,500).

SCENARIO 3

Total Acreage-	Approximately 40 acres.
Purchase Price-	Four Million Nine Hundred Thousand Dollars ($4,900,000). One Hundred Twenty-two Thousand Five Hundred Dollars ($122,500) per acre.
Single Family Lots Acreage-	Approximately 16.1 acres.
Single Family DU/Acre	2.5 DU/Acre.
Mansion Home Acreage-	Approximately 27.4 acres.

Mansion Home DU/Acre	5.6 DU/Acre.
Total Density/Acre-	3.9 DU/Acre over the entire site.
Open Space donated Back to South Jordan City-	9.8 acres.
Value of Open Space-	One Million Two Hundred Thousand Five Hundred Dollars ($1,200,500).
Total Value of Contract-	Six Million One Hundred Thousand Five Hundred Dollars ($6,100,500).

Please let us know which of the scenarios you would like to proceed with and we will put together a Purchase Agreement for your review. Thank you very much and we look forward to working with you on this exciting project.

NOTE: The 16.4 acres designated as "single family" includes 5.4 acres, which we have purchased from private landowners. Through our acquisition of these 5.4 acres we are able to subsidize the City owned property. Which increase the value we are able to pay for the City owned property.

Sincerely,

John Gust

Enclosure

If the preceding terms and conditions are acceptable, please sign below and I will prepare a Purchase Agreement for your review.

Agreed to and accepted (Buyer):

By:_____

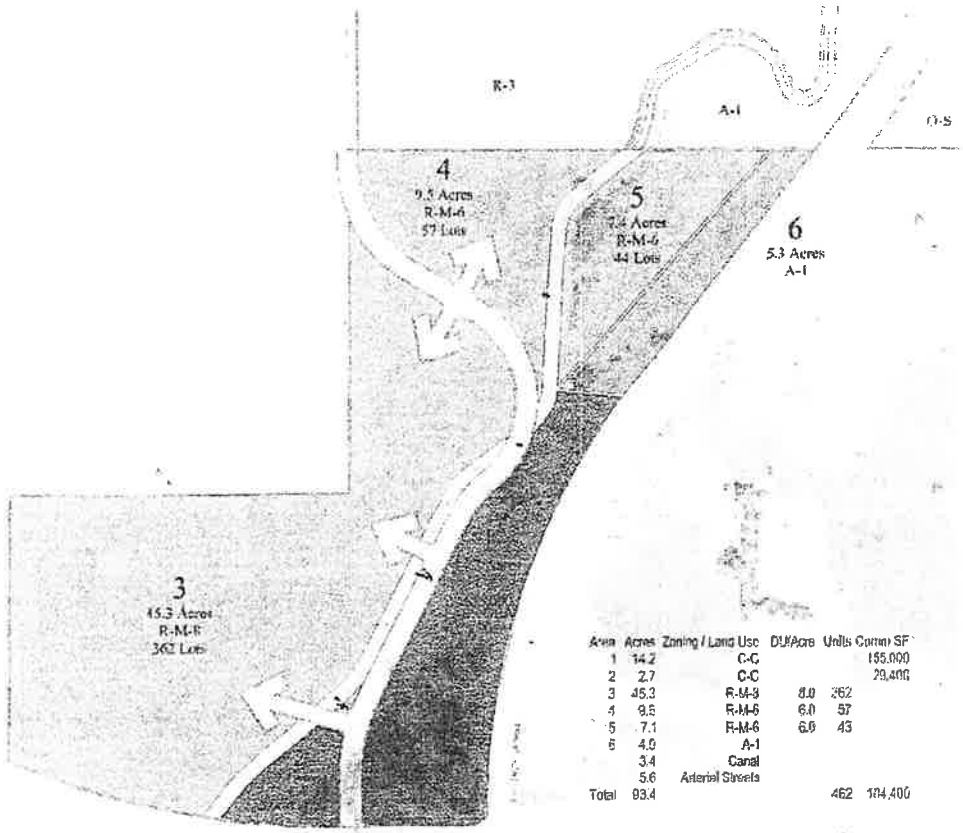
Name: _____

Title: _____

Agreed to and accepted (Seller):

By:_____

Date: _____



Area	Acres	Zoning / Land Use	DU/Acre	Units	Comm SF
1	14.2	C-C			155,000
2	2.7	C-C			29,400
3	45.3	R-M-8	8.0	362	
4	9.5	R-M-6	6.0	57	
5	7.1	R-M-6	6.0	43	
6	4.0	A-1			
	3.4	Canal			
	5.6	Arterial Streets			
Total	93.4			462	184,400

Blake McQuillan

Zoning Plan

Project Schedule

Drawn by JCM

Revisions

Date

Comments

North

CONCEPT PLAN

SCENARIO 1

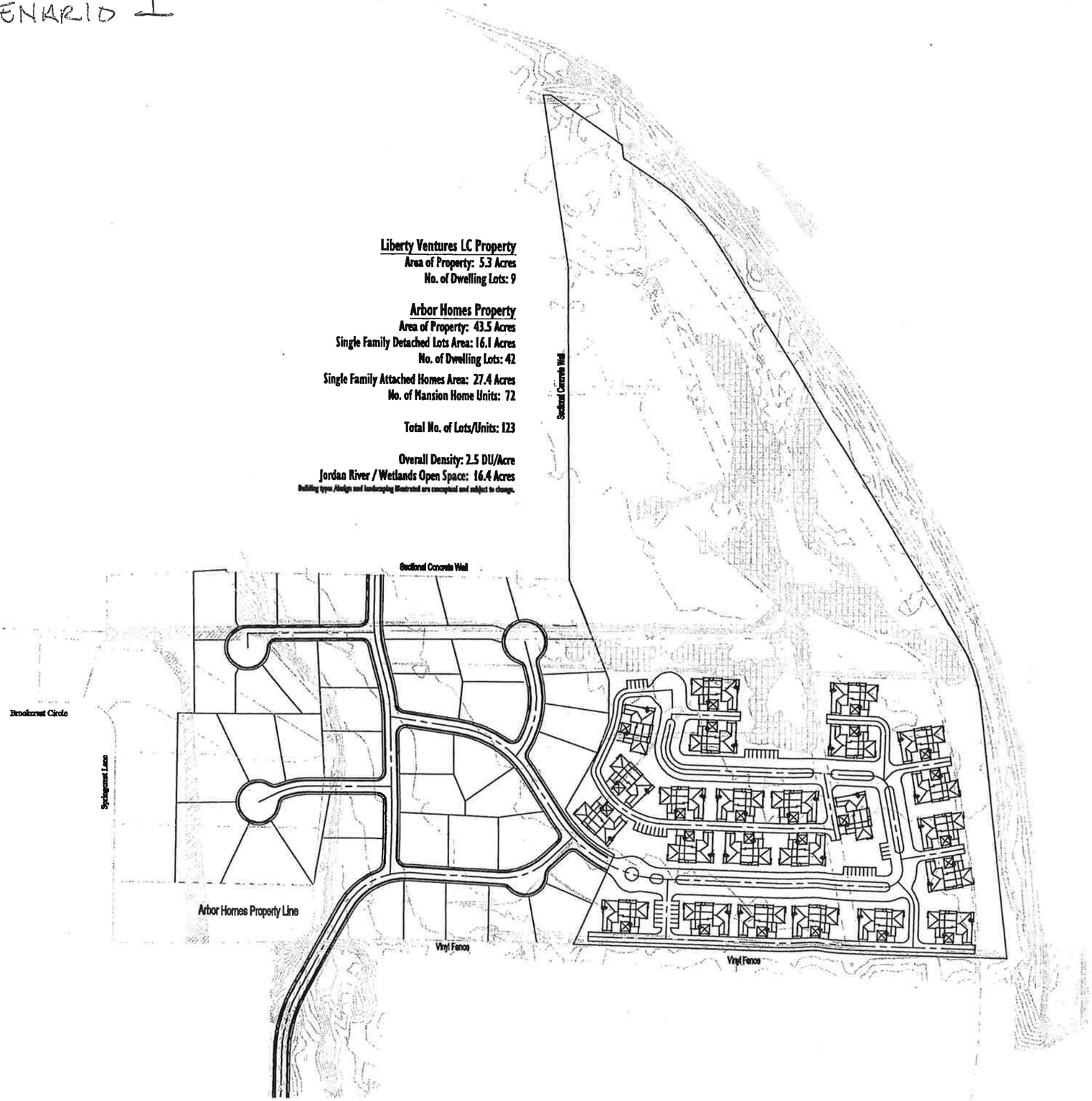
Liberty Ventures LC Property
Area of Property: 5.3 Acres
No. of Dwelling Lots: 9

Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42

Single Family Attached Homes Area: 27.4 Acres
No. of Mansion Home Units: 72

Total No. of Lots/Units: 123

Overall Density: 2.5 DU/Acre
Jordan River / Wetlands Open Space: 16.4 Acres
Building types /design and landscaping illustrated are conceptual and subject to change.



SCENARIO 2

The Villages at Riverwalk
South Jordan, UT
Illustrative Concept Plan
Arbor Homes / Liberty Ventures LC

Project Information

Drawn By: BM

Project Number:

Date: September 21, 2004

Scale/North

100 200

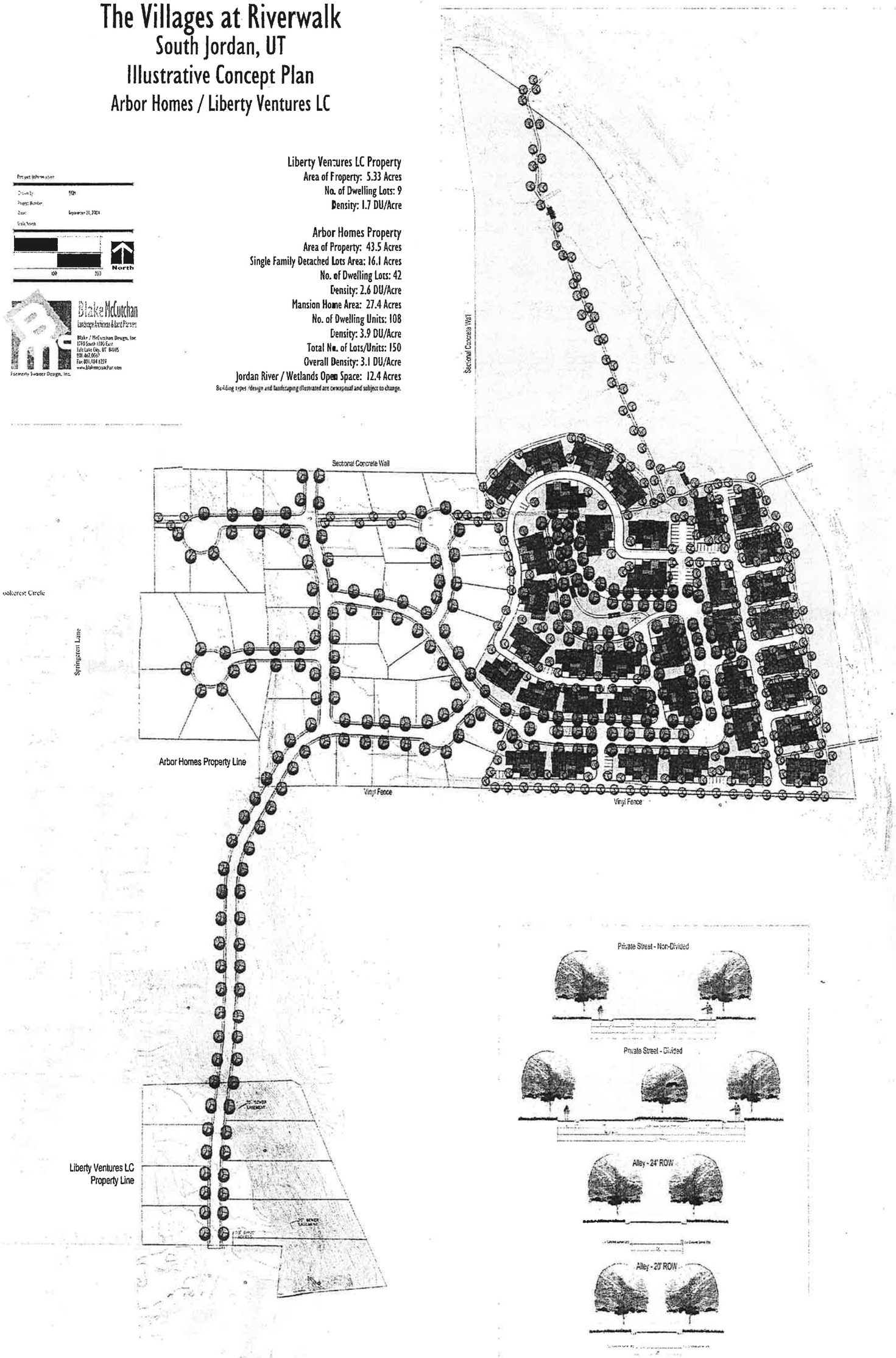
North

Blake McCutchan
Landscape Architects & Land Planners
Formerly Swanner Design, Inc.
Blake / McCutchan Design, Inc.
1790 South 1300 East
Salt Lake City, UT 84105
801.463.0067
Fax 801.484.8219
www.blakemccutchan.com

Liberty Ventures LC Property
Area of Property: 5.33 Acres
No. of Dwelling Lots: 9
Density: 1.7 DU/Acre

Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42
Density: 2.6 DU/Acre
Mansion Home Area: 27.4 Acres
No. of Dwelling Units: 108
Density: 3.9 DU/Acre
Total No. of Lots/Units: 150
Overall Density: 3.1 DU/Acre
Jordan River / Wetlands Open Space: 12.4 Acres

Building types /design and landscaping illustrated are conceptual and subject to change.



SCENARIO 3

The Villages at Riverwalk
South Jordan, UT
Illustrative Concept Plan
Arbor Homes / Liberty Ventures LC

Project Information

Drawn By: SGM
Project Number:
Date: September 21, 2004
Scale/North

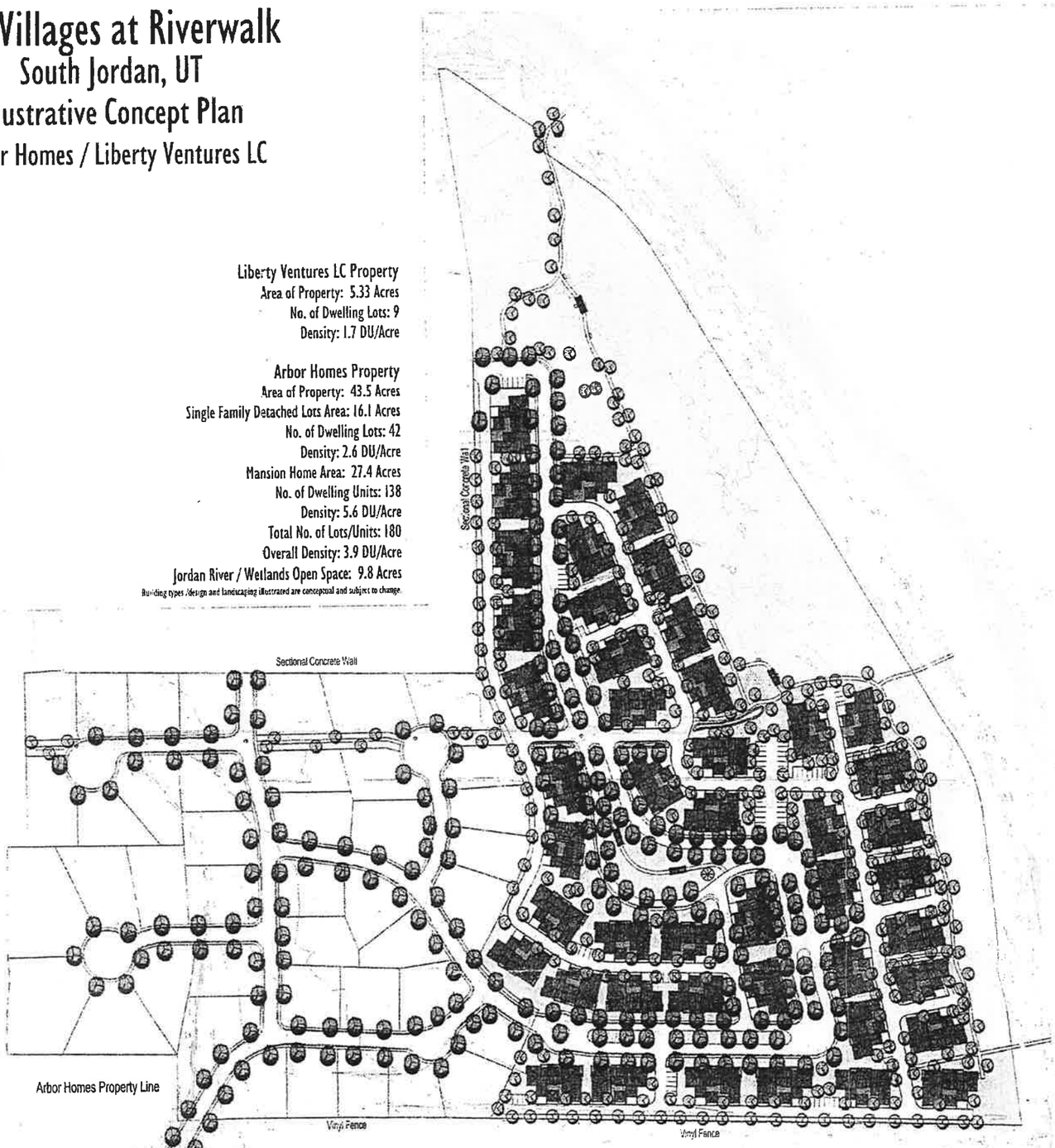
100 200 North

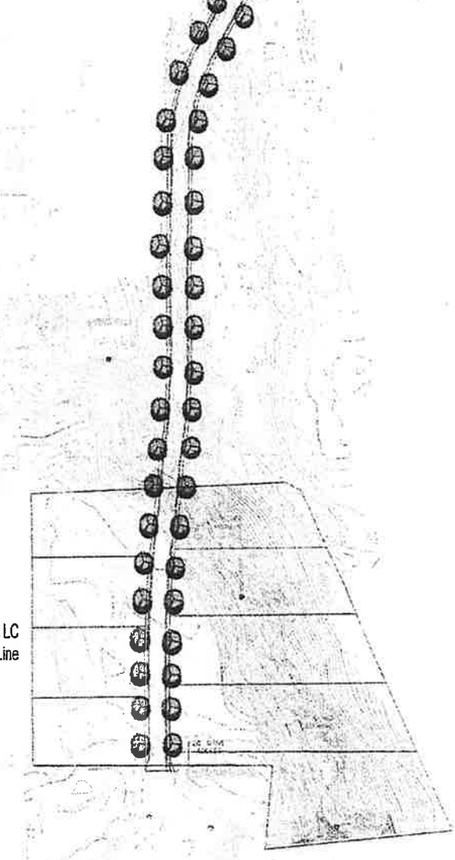
Blake McCutchan
Landscape Architects & Land Planners
Blake / McCutchan Design, Inc.
1790 South 1100 East
Salt Lake City, UT 84105
801-467-0087
Fax 801-484-6315
www.blakemccutchan.com
Formerly Swaner Design, Inc.

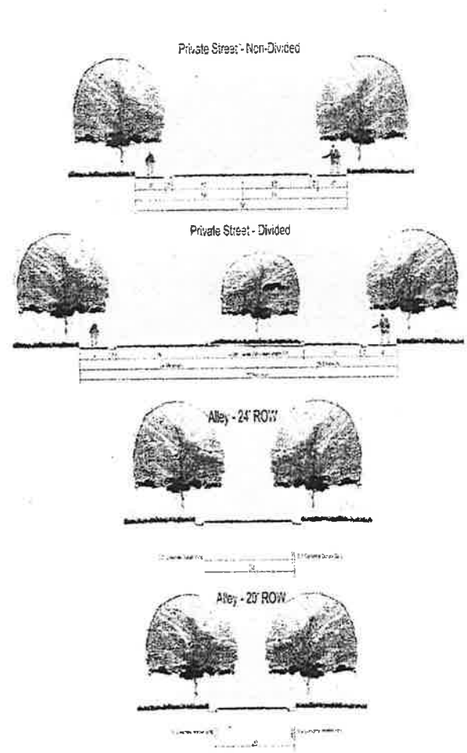
Liberty Ventures LC Property
Area of Property: 5.33 Acres
No. of Dwelling Lots: 9
Density: 1.7 DU/Acre

Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42
Density: 2.6 DU/Acre
Mansion Home Area: 27.4 Acres
No. of Dwelling Units: 138
Density: 5.6 DU/Acre
Total No. of Lots/Units: 180
Overall Density: 3.9 DU/Acre
Jordan River / Wetlands Open Space: 9.8 Acres

Building types /design and landscaping illustrated are conceptual and subject to change.







CHAPTER 17.36 RESIDENTIAL R-2.5 ZONE

17.36.010 PURPOSE
17.36.020 PERMITTED USES
17.36.030 CONDITIONAL USES
17.36.040 USE REGULATIONS
17.36.050 DEVELOPMENT REVIEW
17.36.060 LOT AREA
17.36.070 LOT DENSITY
17.36.080 LOT WIDTH AND FRONTAGE
17.36.090 PRIOR CREATED LOTS
17.36.100 LOT COVERAGE
17.36.110 YARD REQUIREMENTS-MAIN AND ACCESSORY BUILDINGS
17.36.120 PROJECTIONS INTO YARDS
17.36.130 PARKING AND ACCESS
17.36.140 FENCING, SCREENING AND CLEAR VISION
17.36.150 ARCHITECTURAL STANDARDS
17.36.160 LANDSCAPING REQUIREMENTS
17.36.170 LIGHTING
17.36.180 PLANNED UNIT DEVELOPMENT
17.36.190 OTHER REQUIREMENTS

17.36.010 PURPOSE

The Residential 2.5 Zone (Single Family Residential, 2.5 lots per acre) may be cited as the "R-2.5 Zone" and is established to provide areas for low density single family housing without farm animal uses. This zone is intended to represent the standard for residential development in the City.

17.36.020 PERMITTED USES

The following uses may be conducted in the R-2.5 Zone as limited herein.

Single family dwelling, detached, maximum one per lot or parcel
Residential accessory buildings the footprints of which do not exceed the footprint area of the dwelling
Residential accessory uses
Household pets not exceeding 2 per species over the age of 4 months per dwelling
Home occupations according to City ordinances
Residential facility for disabled persons as required by State law

17.36.030 CONDITIONAL USES

A conditional use permit may be issued for the following uses in the R-2.5 Zone.

Household pets, maximum 1 additional per dwelling regardless of species
Religious activities
Educational activities
Residential facility for elderly persons as required by State law
Group day care facility on minimum 1 acre lot
Golf courses
Parks and recreational activities
Public facilities
Single family dwelling planned unit development (P.U.D.) or condominium

17.36.040 USE REGULATIONS

Uses may be conducted in the R-2.5 Zone only in accordance with the following regulations.

1. Only allowed permitted, conditional or accessory uses as set forth in this Chapter may be conducted in the R-2.5 Zone. A conditional use permit must be obtained prior to the establishment of a conditional use.
2. Accessory uses may be conducted in the R-2.5 Zone only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to caretakers, nurses, nannies, maids, garages, sheds, swimming pools, recreational equipment, gardens, greenhouses and other structures and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.
3. There shall be no open storage of trash, debris, used materials or commercial goods or wrecked or neglected materials, equipment or vehicles in the R-2.5 Zone.
4. It shall be unlawful to park, store, or leave, or to permit the parking, storing or leaving of any vehicle of any kind or part(s) thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, whether attended or not, upon any private or public property within the R-2.5 Zone for longer than seventy-two (72) hours, except that up to two (2) such vehicles or parts thereof may be stored completely within an enclosed building or within an opaque fence enclosure which is completely screened from view of public streets and neighboring properties.
5. No commercial vehicle or commercial earth moving or material handling equipment shall be parked or stored on any lot or parcel in the R-2.5 Zone except in conjunction with temporary development or construction activities on the lot. Commercial vehicles shall include semi trucks and trailers, trucks and trailers equaling or exceeding 8,000 lb. curb weight, delivery vehicles, dump trucks, back hoes, graders, loaders, farm implements, cement trucks, bulldozers, belly dumps and scrapers, forklifts or any similar vehicle or apparatus.

6. Water craft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an R-2.5 Zone except that said vehicles may be stored temporarily in front or street side yards for no longer than 72 hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front line of the main building and at least 8 feet from the street right-of-way line and if enclosed with a 6 foot high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in the R-2.5 Zone except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than 7 days per calendar year.

17.36.050 DEVELOPMENT REVIEW

Uses proposed in R-2.5 Zones may only be established in conformance with development review procedures of the City. Applicants shall follow the procedures and requirements of the South Jordan Municipal Code regarding development review in the preparation and review of development proposals in R-2.5 Zones. All uses shall be conducted according to the approved plan, map or plat and any conditions of approval. Plans, maps or plats may not be altered without prior approval of the City except as allowed under Utah State law.

17.36.060 LOT AREA

The minimum area of any lot or condominium private ownership space (unit in which building dimensions are not recorded) in R-2.5 Zones shall be 14,520 square feet except where smaller lots or units are allowed in a P.U.D. or condominium in which case the minimum lot or unit size shall be 10,000 square feet. Every portion of a parcel being subdivided or recorded as a condominium shall be included as a lot or lots in the proposed subdivision plat or as common, limited common or private ownership area in a condominium.

17.36.070 LOT DENSITY

The maximum gross density in any residential development in R-2.5 Zones shall be no more than 2.5 lots or condo units per acre.

17.36.080 LOT WIDTH AND FRONTAGE

Each lot or parcel in the R-2.5 Zone shall have a minimum width of 90 feet measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line. Each lot or parcel, except in condominiums and P.U.D.'s, shall abut the right-of-way line of a public street a minimum distance of 90 feet except that lots with side property lines which diverge at an angle of at least 20 degrees shall abut the right-of-way a minimum distance of 50 feet.

17.36.090 PRIOR CREATED LOTS

Lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of an R-2.5 Zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this Chapter.

17.36.100 LOT COVERAGE

A maximum of 40% of the area of lots or private ownership areas in R-2.5 Zones may be covered by buildings.

17.36.110 YARD REQUIREMENTS-MAIN AND ACCESSORY BUILDINGS

The following yard requirements shall apply in R-2.5 Zones. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots or from the boundaries of private ownership areas in condominiums. A zoning permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

1. Minimum yard requirements for main buildings are as follows:
   a) Front yard, interior and corner lots: 30 feet
   b) Front yard, cul-de-sac lot adjacent to turnaround: 25 feet
   c) Side yard, interior lots: 10 feet.
   d) Side yard, corner lots: 10 feet on the side adjoining another lot, 30 feet on the side adjoining the street, 35 feet on the side adjoining a collector street
   e) Rear yard, interior lot: 25 feet.
   f) Rear yard, corner lot: 10 feet.
2. Minimum yard requirements for accessory buildings are as follows:
   a) Accessory buildings may not be located between a street and the front building line of a main building.
   b) Side yard accessory building. An accessory building may be located in a side yard no closer than 10 feet from the side property line or boundary and no closer than 6 feet from the dwelling or main building.
   c) Street side yard accessory building-corner lot. An accessory building may be located between a street and the side of the dwelling or main building on a corner lot but not within the required minimum main building side yard and no closer than 6 feet from the dwelling or main building.
   d) Rear yard accessory building. An accessory building may be located in a rear yard no closer than 6 feet from the dwelling or main building and no closer than 3 feet from the side or rear property line or boundary except as required in (e) below.
   e) The minimum setback from property lines or boundaries for accessory buildings or structures exceeding 16 feet in height shall be increased by 1 foot for each foot of building height in excess of 16 feet.

3. All buildings shall be separated by a minimum distance of 6 feet.

17.36.120 PROJECTIONS INTO YARDS

The following may be erected on or projected into any required yard space in R-2.5 Zones.

1. Fences and walls in conformance with City Ordinances.
2. Agricultural crops and landscape elements including trees, shrubs and other plants.
3. Utility or irrigation equipment or facilities.
4. Decks not more than 2 feet in height.
5. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to the building extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.
6. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding 8 feet wide and extending not more than 2 feet into a side yard or 4 feet into a front or rear yard.

17.36.130 PARKING AND ACCESS

Parking areas and vehicle access in R-2.5 Zones shall meet requirements of Chapter 16.26 of the South Jordan Municipal Code.

16.36.140 FENCING, SCREENING AND CLEAR VISION

The following fencing, screening and clear vision requirements shall apply in R-2.5 Zones. A permit shall be obtained from the Community Development Department prior to construction of any fence in the R-2.5 Zone. An application form and the location, height and description of the proposed fence shall be submitted for review.

1. Utility screening. In non-single family residential developments requiring conditional use approval in R-2.5 Zones, all mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view with architectural features or walls consistent with materials used in the associated buildings.
2. Incompatible land use screening. Incompatible land uses including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as determined with development approval.
3. Rear and side yard fencing. A maximum 6 foot high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.

4. Front yard fencing. A maximum 4 foot high, non-visually obscuring decorative wrought iron, simulated wrought iron or vinyl fence may be constructed along a side lot line to the right-of-way line or sidewalk of a neighborhood street except as regulated in clear vision areas. A masonry or solid vinyl fence or hedge may also be used along side lot lines to the right-of-way or sidewalk but may not exceed 3 feet in height. Only a maximum 4 foot high decorative wrought iron or simulated wrought iron fence may be constructed between a dwelling and the front lot line or sidewalk adjoining a collector street. Brick pillars may be used as an alternative to metal fence posts. Brick pillars may not exceed 18 inches square or be closer than 8 feet on center. Posts or pillars may not extend higher than 4 inches above the 4 foot fence panel.
5. Clear vision. Landscape materials, except for mature trees which are pruned at least 7 feet above the ground, and fences shall not exceed 3 feet in height within a 10 foot triangular area formed by the edge of a driveway and the street right-of-way line or within a 30 foot triangular area formed by the right-of-way lines of intersecting streets.
6. Collector street fencing. Any single family residential rear or side yard fence erected or maintained roughly parallel to and within 20 feet of a collector or arterial street right-of-way in R-2.5 Zones shall be constructed according to standards found in Section 16.04.200 of Title 16 of the Municipal Code.

17.36.150 ARCHITECTURAL STANDARDS

The following exterior materials and architectural standards are required in R-2.5 Zones.

1. Each dwelling in R-2.5 Zones shall be constructed with brick or stone in the minimum amount of 2' times (x) the perimeter of the foundation (including garage). Dwellings shall be constructed with minimum 5:12 roof pitch and a minimum 2-car garage (min. 22' x 22').
2. All building materials shall be high quality, durable and low maintenance.
3. Signs shall meet requirements of Chapter 16.36 of the Municipal Code and shall be constructed of materials which are consistent with the buildings which they identify.
4. The minimum total floor area, finished and unfinished, of any single family dwelling in R-2.5 Zones shall be 2400 square feet.
5. Main buildings in R-2.5 Zones may not exceed 35 feet in height. Accessory buildings may not exceed 25 feet in height.
6. The exteriors of buildings in the R-2.5 Zone shall be properly maintained by the owners.
7. Attached garages on single family residential corner lots may be located on the interior side of the lot or on the street side of the lot only if the garage is accessed directly from the side street.

17.36.160 LANDSCAPING REQUIREMENTS

The following landscaping requirements shall apply in the R-2.5 Zones.

1. The front and street side yards of single family lots shall be landscaped and properly maintained with lawn or other acceptable plant material unless otherwise approved with a conditional use permit.
2. All areas of P.U.D., condominium and non-residential developments not approved for parking, buildings, recreation facilities, access or other hard surfacing or otherwise exempted with development approval, shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.
3. In P.U.D., condominium and non-residential developments, a minimum of one tree per 1000 square feet, or part thereof, of landscaped area, excluding landscaped sports or play areas, is required. A minimum of 30% of required trees shall be minimum 7' evergreens. Deciduous trees shall be minimum 2" caliper. Deciduous and evergreen trees need not be equally spaced except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.
4. All collector street and other public and private park strips in R-2.5 Zones shall be improved and maintained by the adjoining owners according to specifications adopted by the City unless otherwise allowed with development approval.
5. In non-residential developments in R-2.5 Zones, the following landscaping requirements shall apply.
   a.) Curbed planters with 2" or larger caliper shade trees and grass, shrubs or groundcover shall be installed at the ends of parking rows. Planters shall be at least 5' wide.
   b.) Minimum 5' wide landscaped planters shall be provided along street sides of building foundations except at building entrances.
   c.) All landscaped areas shall be curbed.
6. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any areas so included and perpetually preserved may be counted toward required open space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.
7. All required landscaping in yard areas and open spaces shall be installed (or escrowed on a case by case basis) prior to occupancy.
8. All landscaped areas, including adjoining public right-of-way areas not maintained by the City, shall be properly irrigated and maintained by the owners.
9. Required trees may not be topped nor may any required landscape material be removed in R-2.5 Zones without City approval. Any dead plant material shall be replaced in accordance with the requirements of this Chapter and the conditions of site plan or plat approval

17.36.170 LIGHTING

The following lighting requirements shall apply in R-2.5 Zones.

1. A lighting plan shall be submitted with all new developments in R-2.5 Zones. Where required by the City, lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
2. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
3. Lighting fixtures on public property shall be architectural grade. A single street light type, approved by the City Council and City Engineer, will be used on the same street.

17.36.180 PLANNED UNIT DEVELOPMENT OR CONDOMINIUM

As used in this Chapter, Planned Unit Development (P.U.D.) or condominium shall mean a single family residential development in the R-2.5 Zone which meets the requirements of this Section as well as other pertinent provisions of this Title.

1. A P.U.D. or condominium may be allowed only with a conditional use permit in the R-2.5 Zone. Uses allowed in a P.U.D. or condominium shall be the same as those allowed in the R-2.5 Zone.
2. Each P.U.D. or condominium shall contain a minimum of 20 acres.
3. Any open space provided within a P.U.D. or condominium shall be labeled and recorded as common area to be jointly owned and maintained as permanent common farmland, landscaped open space and/or recreation by the owners. Private yard areas may not be counted as open space. The City may determine the location of open space in the P.U.D. or condominium in consideration of topography, drainage or other land features. The City may also determine the acceptability of proposed recreational amenities. The City may require a cash bond or a letter of credit to guarantee installation of the open space improvements.
4. The following standards shall apply in P.U.D.'s. and condominiums.
   a) A consistent architectural theme for all buildings, landscaping, streetscape, signs, street furniture, lighting, fencing and other design components shall be provided for review and applied throughout the P.U.D. or condominium.
   b) Each dwelling shall contain a total of at least 3600 square feet of floor area and a minimum 22' x 22' two-car garage.
   c) All buildings shall be constructed with minimum 6:12 roof pitches.
   d) All dwellings shall be constructed of brick or stone in the minimum amount of 3 feet times (x) the perimeter of the foundation (including garage).
5. The minimum yard, width and frontage requirements of lots and units in the R-2.5 Zones may be altered in a P.U.D. or condominium.

17.36.190 OTHER REQUIREMENTS

The following requirements shall apply in R-2.5 Zones.

1. Developers of condominium or P.U.D. projects shall submit a proposed declaration of covenants to the City Attorney for review, including an opinion of legal counsel licensed to practice law in Utah that the condominium or P.U.D. meets requirements of Utah State law, and record the covenants with the condominium or P.U.D. plat for the project.
2. All improvements in P.U.D.'s and other developments, including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned by the homeowners and maintained by the owners or their agents through a special taxing district or owners association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.
3. All development shall be graded according to the City's engineering and building requirements to provide adequate drainage. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
4. All private areas of lots or parcels shall be properly maintained by the owners.
6. A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.

LAND SALE #1

Property Identification

Property Type:	Residential Land
Address:	10141 South 1000 West
City/County/State:	South Jordan/ Salt Lake/ Utah
Parcel Number:	27-11-451-008, -019 and -020

Transaction Information

Rights Transferred:	Fee simple
Seller:	Various
Buyer:	Ron Thorne Homes
Sales Price:	$480,000
Date of Sale:	August 2, 2003
Financing Terms:	Cash
Cash Equivalent Price:	$480,000

Land Description

Land Size:	4.63 acres
Flood Zone:	Zone
Zoning:	R-2.5
Frontage:	
Topography:	Level
Configuration:	Mostly rectangular
Street Orientation:	
Street Type:	Paved street
Street Improvements:	Paved street
Density	1.72 units/acre

Utilities

Sewer:	Available
Water:	Available
Gas:	Available
Electricity:	Available

Units of Comparison

Price Per Acre:	$103,672

Land Sale #1, Continued

Verification

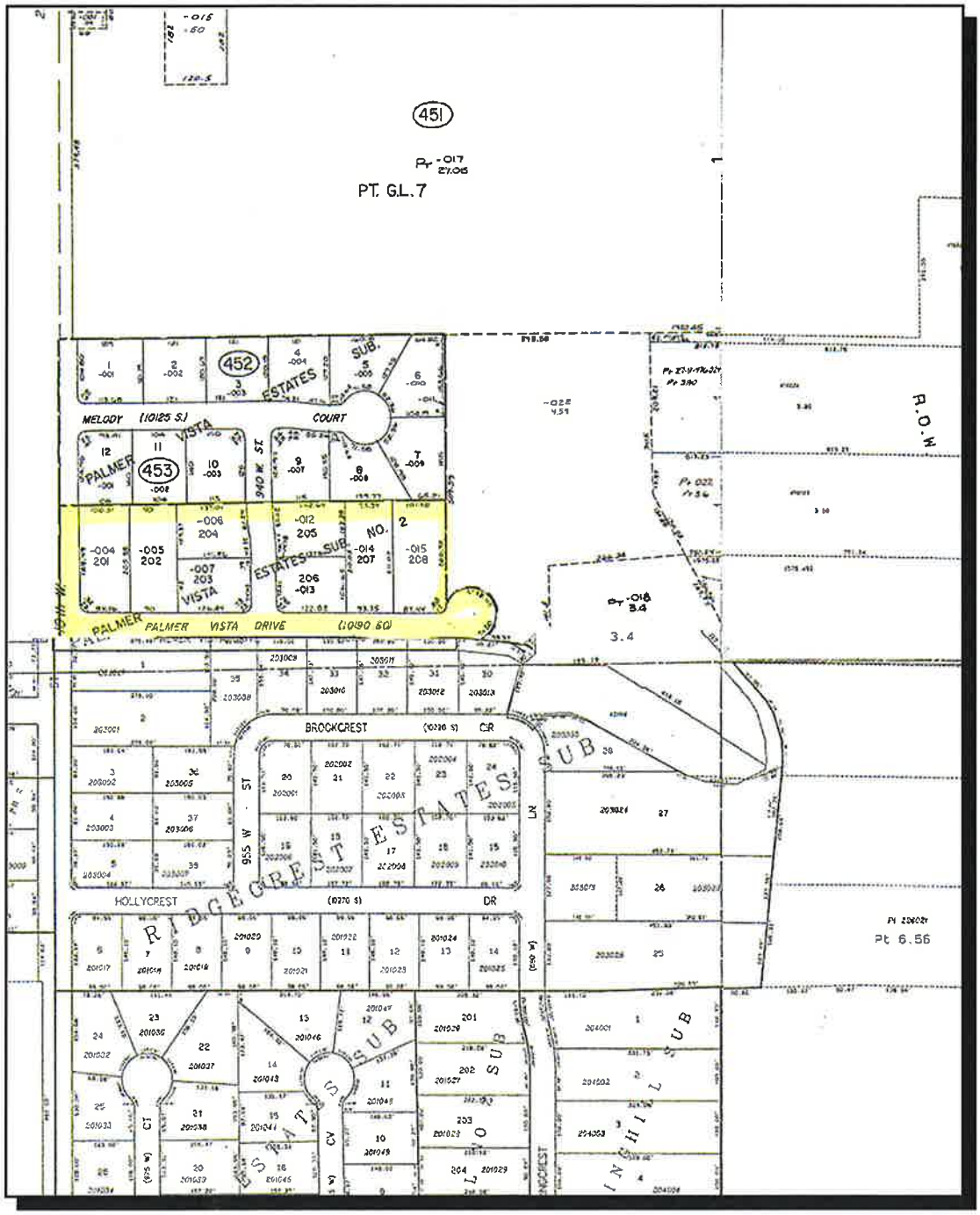
Edited:	
Submitted By:	Richard F. Schettler
Verified With:	Purchase contract

Comments

The small size of each of the assembled parcels lead to the higher overall price per acre. Developed into eight lots known as Palmer Vista Estates Sub. #2.

Record Number: CTU1-4172

LAND SALE #1 - PLAT MAP



LAND SALE #2

Property Identification

Property Type:	Residential Land
Address:	10801 South 3200 West
City/County/State:	South Jordan/Salt Lake/Utah
Parcel Number:	Part of 27-16-351-005, -016

Transaction Information

Rights Transferred:	Fee Simple
Seller:	Jack McKee Family, Ltd
Buyer:	Day Spring LC
Sales Price:	$2,745,600
Date of Sale:	December 31, 2002
Financing Terms:	Cash
Cash Equivalent Price:	$2,745,600

Land Description

Land Size:	33.00 acres; 1,437,480 sq.ft.
Flood Zone:	Zone "X"
Zoning:	A-5, but residential likely R-2.5
Frontage:	±300 feet on east side of 3200 West
Topography:	Gentle slope
Configuration:	Irregular
Street Type:	Paved street

Utilities

Sewer:	Available
Water:	Available
Gas:	Available
Electricity:	Available

Units of Comparison

Price Per Square Foot:	$1.91
Price Per Acre:	$83,200

Land Sale #2, Continued

Verification

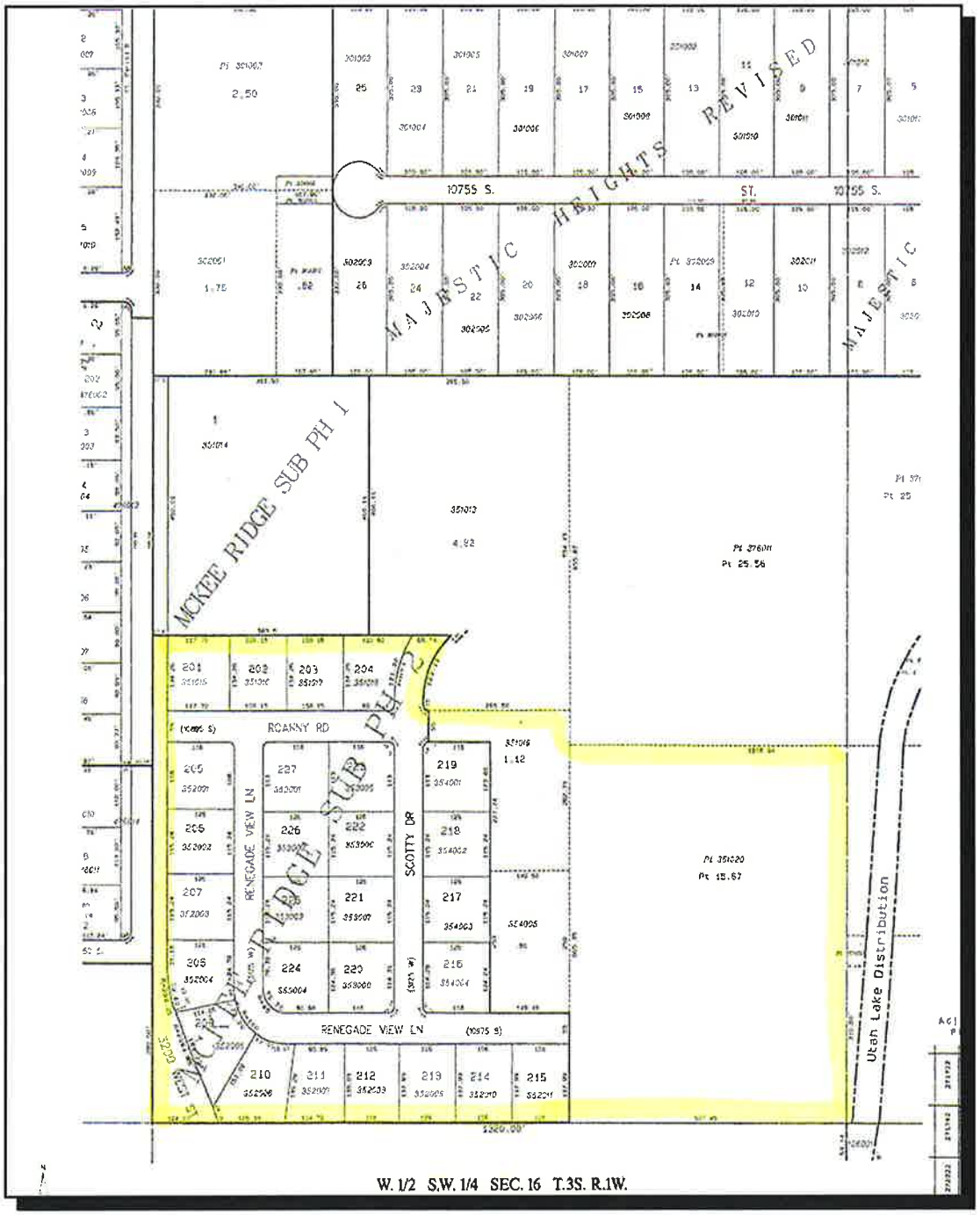
Edited:	No
Submitted By:	Dennis Yarrington
Verified With:	Jim Jenkins, buyer
Verification Date:	December 1, 2002

Comments

Size and price are approximate. Price was verified at $83,200 per acre. Size of larger parcel is 35 acres, less a chapel site of 3.1 to 4.5 acres. Buyer indicated this was higher than he wanted to go, but got into a bidding match. Density is anticipated at 3 units per acre.

Record Number: DYA1-335

LAND SALE #2 - PLAT MAP



LAND SALE #3

Property Identification

Property Type:	Residential Land
Address:	12700 South 3200 West
City/County/State:	Riverton/Salt Lake/Utah
Parcel Number:	27-32-200-035 (portion)

Transaction Information

Rights Transferred:	Fee Simple
Seller:	Wasatch Land & Improvement Co.
Buyer:	Karma Ventures (Mark Isaac)
Sales Price:	$618,000
Date of Sale:	January 9, 2003
Financing Terms:	Cash, or cash equivalent
Cash Equivalent Price:	$618,000

Land Description

Land Size:	9.57 acres
Flood Zone:	Zone "X"
Zoning:	R-3
Frontage:	None. Access via stubbed street from E. subdivision
Topography:	Near level
Configuration:	Irregular
Street Type:	N/A
Street Improvements:	N/A

Utilities

Sewer:	Available
Water:	Available
Gas:	Available
Electricity:	Available

Units of Comparison

Price Per Acre:	$64,577

Land Sale #3, Continued

Verification

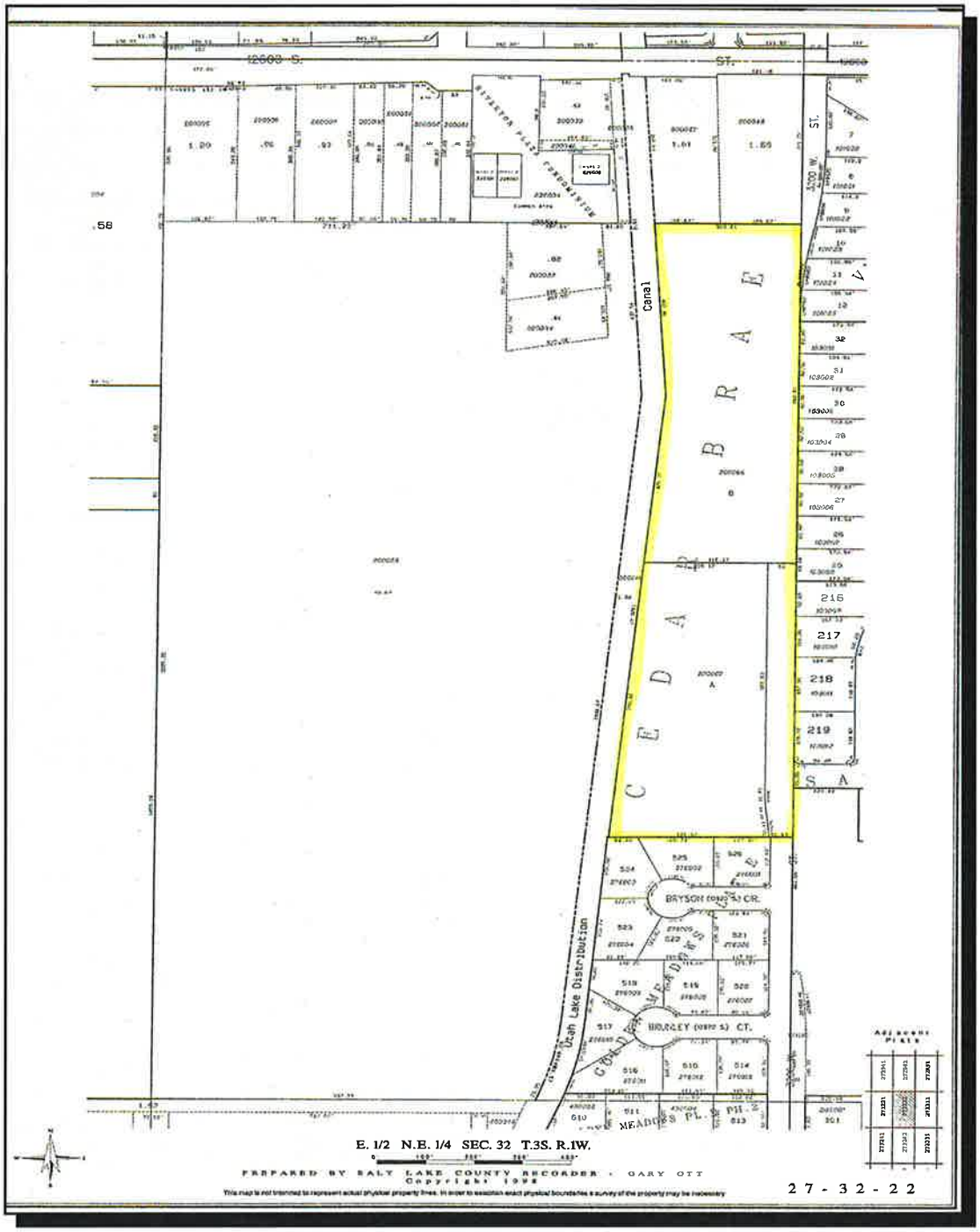
Edited:	Yes
Submitted By:	Virginia Hylton, appraiser
Verified With:	Mark Isaac, buyer

Comments

Actual Acreage was 11.36, of which 1.79 acres was dedicated for 3200 West. Also, buyer was required to purchase a right-of-way to 12600 South, and put in 3200 West.

Record Number: CTU1-3805

LAND SALE #3 PLAT MAP



LAND SALE #4

Property Description

Property Type:	Residential Land
Address:	West Jordan/Salt Lake/Utah

Transaction Information

Rights Transferred:	Fee simple
Seller:	Confidential
Buyer:	Confidential
Sales Price:	$2,900,000
Date of Sale:	Under Contract
Financing Terms:	Cash
Cash Equivalent Price:	$2,900,000

Land Description

Land Size:	±36.25 acres
Flood Zone:	Zone "X"
Zoning:	A-5
Frontage:	±1,320 feet
Topography:	Gently sloping
Configuration:	Generally square
Street Type:	Asphalt surfaced
Street Improvements:	Curb and gutter
Lots Per Acre:	3.2 anticipated

Utilities

Sewer:	Available
Water:	Available
Gas:	Available
Electricity:	Available

Units of Comparison

Price Per Square Foot:	$1.84
Price Per Acre:	$80,000

Verification

Edited:	
Submitted By:	Philip Cook, MAI
Verified With:	Confidential
Verification Date:	December 29, 2003
Confidential:	Yes

Land Sale #4, Continued

Comments:	There is sizable non-refundable earnest money to secure closing.
Record Number:	CTU1-3750

LAND SALE #4 - PLAT MAP

CONFIDENTIAL

LAND SALE #5

Property Identification

Property Type:	Residential Land
Address:	11300 South 1300 West
City/County/State:	South Jordan/ Salt Lake/ Utah
Parcel Number:	Various

Transaction Information

Rights Transferred:	Fee simple
Seller:	Christine Jensen, et al
Buyer:	Ivory Homes
Sales Price:	$1,741,300
Date of Sale:	June 2, 2002
Financing Terms:	Cash
Cash Equivalent Price:	$1,741,300

Land Description

Land Size:	18.69 acres
Flood Zone:	Zone
Zoning:	R-2.5
Frontage:	On 1300 West
Topography:	Level
Configuration:	Irregular
Street Orientation:	Interior
Street Type:	Paved street
Street Improvements:	Paved asphalt road
Density	1.72 units/acre

Utilities

Sewer:	Available
Water:	Available
Gas:	Available
Electricity:	Available

Units of Comparison

Price Per Acre:	$93,167

Land Sale #5, Continued

Verification

Edited:	
Submitted By:	Richard F. Schettler
Verified With:	Buyer
Comments	This is an assemblage of several parcels. The price per acre paid ranges from $71,161 to $104,938 per acre.
Record Number:	CTU1-3280

LAND SALE #5 - PLAT MAP

LAND SALE #6

Property Identification

Property Type:	Residential Land
Address:	11355 South 1300 West
City/County/State:	South Jordan/Salt Lake/Utah
Parcel Number:	27-23-151-005 and 27-23-152-006

Transaction Information

Rights Transferred:	Fee Simple
Seller:	LyLann Family Limited Partnership
Buyer:	Steven Bates
Sales Price:	$280,000
Date of Sale:	November 1, 2004
Financing Terms:	Cash equivalent
Cash Equivalent Price:	$280,000

Land Description

Land Size:	3.84 acres; 167,270 sq.ft.
Flood Zone:	Zone "C"
Zoning:	A-1
Frontage:	112.5 feet along 1300 West and 11400 South dead ends at the eastern boundary of the subject
Topography:	Near level
Configuration:	Irregular
Street Orientation:	Interior
Street Type:	Asphalt
Street Improvements:	None
Density:	1.56 to 2.08

Utilities

Sewer:	Available
Water:	Available
Gas:	Available
Electricity:	Available

Units of Comparison

Price Per Acre:	$72,917

Land Sale #6, Continued

Verification

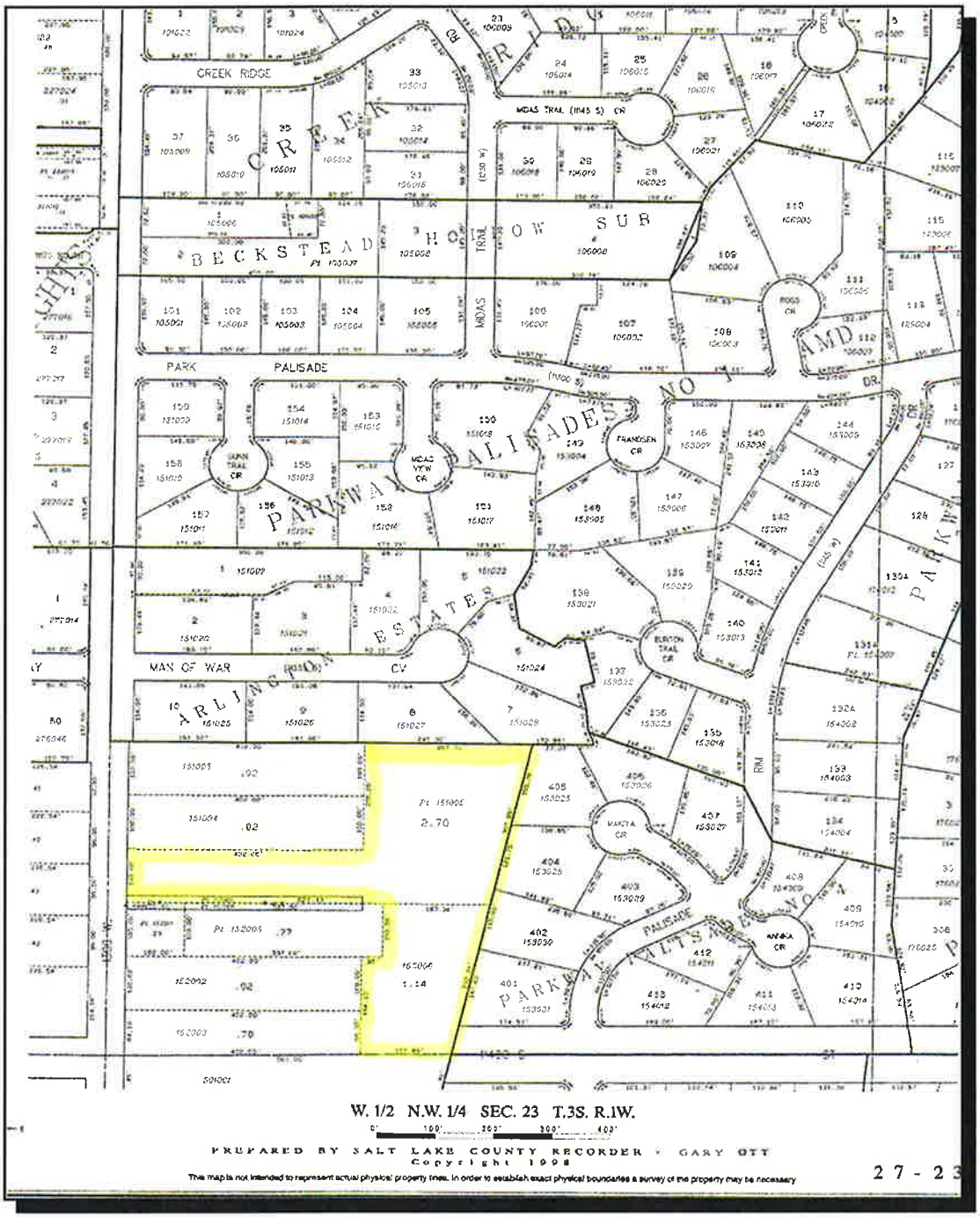
Edited:	Yes
Submitted By:	Richard Schettler, appraiser
Verified With:	Alan Ferguson, agent

Comments

This sale includes two parcels. The area is adjacent to the Parkway Palisades subdivision which has good success with very large exclusive homes. The property was under contract and the buyer put in a back up offer which was ultimately accepted. The buyer lives in the area and is somewhat motivated. They buyer plans on developing six to eight lots.

Record Number: CTU1-4043

LAND SALE #6 - PLAT MAP



LAND SALE #7

Property Identification

Property Type:	Residential Land
Address:	1500 West Beckstead Lane
City/County/State:	South Jordan/Salt Lake/Utah
Parcel Number:	27-15-403-001

Transaction Information

Rights Transferred:	Fee Simple
Seller:	Kalmar Robbins
Buyer:	Arbor Homes
Sales Price:	$1,653,120
Date of Sale:	January 15, 2003
Financing Terms:	Cash
Cash Equivalent Price:	$1,653,120

Land Description

Land Size:	13.44 acres
Flood Zone:	Zone
Zoning:	RM6 PUD (6.0 lots per acre)
Frontage:	On Beckstead Lane
Topography:	Mostly flat
Configuration:	Irregular
Street Type:	Paved street
Street Improvements:	Paved asphalt road

Utilities

Sewer:	Available
Water:	Available
Gas:	Available
Electricity:	Available

Units of Comparison

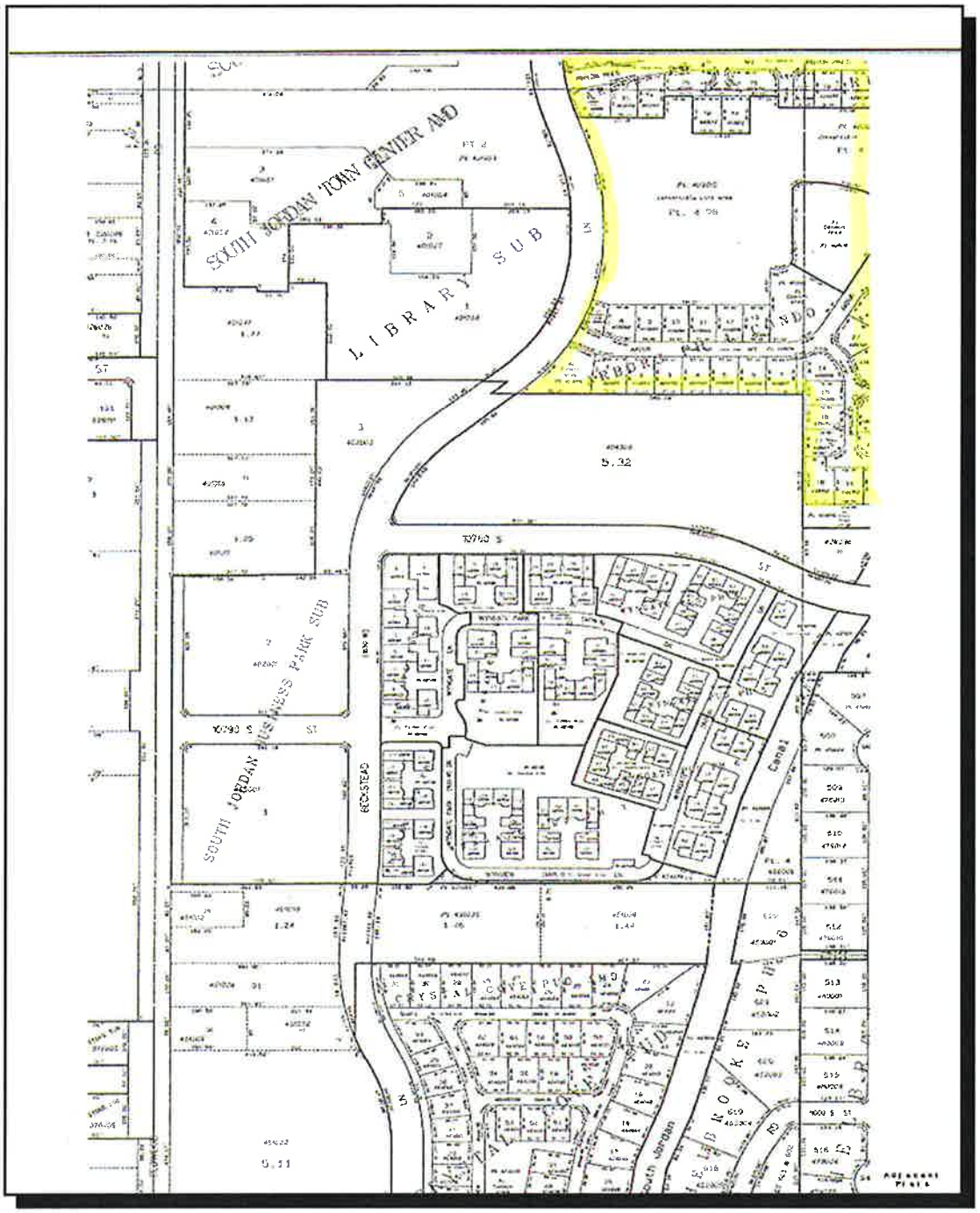
Price Per Acre:	$123,000
Price Per Lot:	$22,782 (based on 73 lots)

Land Sale #7, Continued

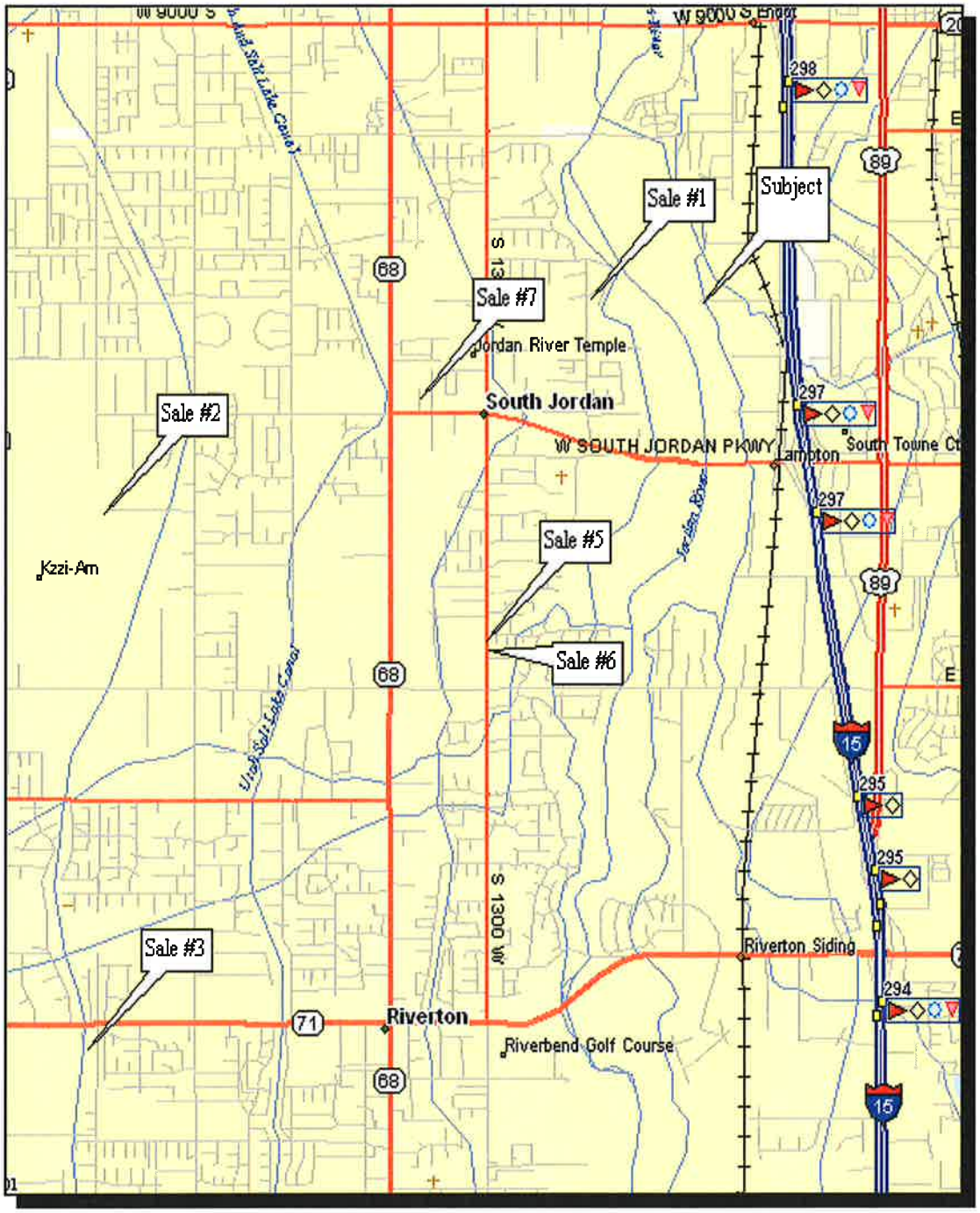
Verification

Edited:	
Submitted By:	Richard Schettler
Verified With:	John Gust, developer, and purchase agreement by Leyla Sim
Comments	This property was developed into the Arbors Condominiums, Phases 2 and 3. According to John Gust, the purchased price was based on $123,000 per acre.
Record Number:	CTU1-4173

LAND SALE #7 PLAT MAP



LAND SALES LOCATION MAP



ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal has been based on the following limiting conditions:

1. For purposes of this appraisal, any marketing program for the sale of the property would assume cash or its equivalent.

2. No detailed soil studies covering the subject property were available for this appraisal. It is therefore assumed that soil conditions are adequate to support standard construction consistent with highest and best use.

3. The date of value to which the conclusions and opinions expressed in this report apply, is set forth in the letter of transmittal. Further, the dollar amount of any value opinion rendered in this report is based upon the purchasing power of the American dollar existing on that date.

4. The appraisers assume no responsibility for economic or physical factors which may affect the opinions in this report which occur after the valuation date.

5. The appraisers reserve the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.

6. No opinion as to title is rendered. Data relating to ownership and legal description was obtained from the client or public records and is considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.

7. If no title policy was made available to the appraisers, they assume no responsibility for such items of record not disclosed by their customary investigation.

8. The appraisers assume no responsibility for hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for arranging for engineering studies that may be required to discover them.

9. The property is appraised assuming it to be in full compliance with all applicable federal, state, and local environmental regulations and laws, unless otherwise stated.

10. The property is appraised assuming that all applicable zoning and use regulations and restrictions have been complied with, unless otherwise stated.

11. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.

12. No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist.

13. No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.

14. Maps, plats and exhibits included in this report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.

15. No opinion is intended to be expressed for matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.

16. Possession of this report, or copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

17. Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal, unless such arrangements are made a reasonable time in advance.

18. The appraisers have personally inspected the subject property and find no obvious evidence of structural deficiencies, except as may be stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake or occupancy codes can be assumed without provision of specific professional or government inspections.

19. Unless otherwise noted, no consideration has been given in this appraisal to the value of the property located on the premises which is considered by the appraisers to be personal property, nor has consideration been given to the cost of moving or relocating such personal property; only the real property has been considered.

20. Information obtained for use in this appraisal is believed to be true and correct to the best of our ability; however, no responsibility is assumed for errors or omissions, or for information not disclosed which might otherwise affect the valuation estimate.

21. Unless otherwise stated in this report, the appraisers signing this report have no knowledge concerning the presence or absence of toxic materials in the improvements and/or hazardous waste on the land. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

22. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.

    Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the appraiser.

23. This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

24. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraisers become aware of such during the appraiser's inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

25. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the Property.

26. The value estimate is subject to assumptions and limiting conditions contained in the report.

    a. Based on discussions with Mr. Brad Kenison, of Civil Science, Inc., it was estimated that approximately 20 percent of the tract is considered to be wetlands. In either scenario, densities have been transferred from the wetlands area to the developable portions.

    b. It is assumed that the subject would be allowed to be developed essentially as described in this report, under either of the two scenarios described.

    c. We assume that the right of way over South Jordan City property is provided as described herein. Also, the costs of extending the access road to the subject site would be at the cost of the buyer, but the cost of the retaining wall required for this roadway would be provided by South Jordan City .

    d. It was indicated that South Jordan City was to provide approximately 116,000 yards of fill to the site. The buyer is responsible for leveling and compacting the fill.

QUALIFICATIONS

QUALIFICATIONS OF J. PHILIP COOK, MAI, CRE

EDUCATION

- B.S. degree in Real Estate Finance, University of Utah, June 1980.
- MBA degree, with Finance emphasis, University of Utah, June 1982.

PROFESSIONAL MEMBERSHIPS & LICENSES

- Member Appraisal Institute (MAI), #7000.
- Member Society of Real Estate Counselors (CRE)
- Certified General Appraiser, State of Utah, #CG00037068.
- Certified General Appraiser, State of Idaho, #CG111.
- Certified General Appraiser, State of Wyoming, Permit #258.
- Certified General Appraiser, State of Montana, #559RAG.
- Member International Right-of-Way Association.

APPRAISAL EXPERIENCE

October 1980 to present - Full-time real estate appraiser/consultant. Founder of J. Philip Cook & Associates, Inc., Salt Lake City, Utah, and former partner of Appraisal Associates, Inc., Salt Lake City, Utah. Specializing in the office, retail, industrial, multi-family, litigation and recreational property markets. A full range of commercial real estate appraisal and consulting services are provided.

- Apartment Projects
- Eminent Domain: Road widenings, wetlands mitigation, pedestrian fishing easements, dam and spillway, utility corridors, airport expansion, and restrictive use easements.
- Expert Testimony: Qualified as expert in federal courts in Utah, Wyoming and Colorado, district courts in Salt Lake and Tooele Counties.
- Hotel/Motel: Hotels and motels in the intermountain region.
- Industrial: Incubator buildings, office/warehouse, large manufacturing facilities.
- Office Buildings
- Retail: Neighborhood, community and regional centers in the intermountain region.
- Ski Resorts: Both operations and land development aspects of ski resorts in Utah, Nevada and Montana.
- Special Studies: Contingent liability studies and appraisal management services on a national basis.

TEACHING/COMMITTEES

- Formerly Assistant Professor Adjunct University of Utah, College of Business Department of Finance. (Real Estate Principles and Appraisal and Investment Courses)
- Instructor, Utah Chapter of the Appraisal Institute teaching Appraisal Principles and USPAP

PROFESSIONAL COMMITTEES

2002-2006 Board Member - Utah State Appraiser Board
2004 Chair - Utah Chapter Counselors of Real Estate
2002 Board Member - Utah State Appraiser Board
2002 Vice Chair - Utah Chapter Counselors of Real Estate
2001 Board Member; Appraisal Institute Education Trust
2001 National Education Committee - Counselors of Real Estate.
1999 National Nominating Committee
1996-1998 National Board of Directors, Appraisal Institute
1997-98 - National Finance Committee, University of Utah
1995 Regional Representative from Utah, Region II Appraisal Institute
1993 President, Utah Chapter of the Appraisal Institute
1992 Vice President and President-Elect, Utah Chapter of the Appraisal Institute.
1992 Board Member Utah Association of Appraisers
1991-1992 Regional Representative from Utah, Region II Appraisal Institute
1991 Second Vice President, Utah Chapter of the Appraisal Institute
1990 Chapter Secretary/Treasurer, American Institute of Real Estate Appraisers
1990 Unification Committee for the Merger of the Society of Real Estate Appraisers and the American Institute of Real Estate Appraisers (Chapter level)
1987-1989 Chapter Director, American Institute of Real Estate Appraisers

SPECIALIZED SEMINAR/COURSES COMPLETED

- Specialized courses, seminars and exams sponsored by the Appraisal Institute and others.
- Courses: 1A-1, 1A-2, 1B-1, 1B-2, 1B-3, 2-1, 2-2, 2-3, and 6
- Seminars: Highest and Best Use, R41-b, R41-c
- Computer Spreadsheets
- Standards of Professional Practice
- FHLBB Regulations
- USPAP and Utah State Law
- Expert Testimony
- Subdivision Valuation
- Environmental Contamination
- Limited Scope Appraisals.
- Eminent Domain Training special use properties

The Appraisal Institute requires 100 hours of recertification education every five years. I am currently certified through December 31, 2006

QUALIFICATIONS OF J. PHILIP COOK, MAI, CRE (Continued)

CLIENTS SERVED (Partial list)

FINANCIAL INSTITUTIONS / MORTGAGE COMPANIES
- Bonneville Mortgage
- Bank of America
- Bank of American Fork
- Bank of Utah
- Bank One Utah
- Clawson Group
- Comerica
- Deutche Bank
- First Union Bank
- G. E. Capital
- Key Bank (Utah and Idaho)
- Merrill Lynch
- Morgan Stanley
- Republic Mortgage
- U. S. Bancorp Real Estate Services, Inc.
- Utah First Credit Union
- Washington Mutual
- Wells Fargo Bank
- Western Capital
- Zions First National Bank

INSURANCE/PENSION FUNDS
- Allstate Insurance
- Clarica Allianz
- Sun Life of Canada
- Skymar Capital
- United of Omaha
- Utah State Retirement Board

PROFESSIONAL FIRMS
- Clyde, Snow, Sessions & Swenson
- Fabian & Clendenin
- Home, Roberts & Owen
- Jones, Waldo, Holbrook & McDonough
- Parsons Kinghorn & Peters
- Parsons, Behle & Latimer
- Ray Quinney & Nebeker
- Snow, Christensen & Martineau
- Stoel Rives
- Vancott, Bagley, Cornwall & McCarthy

GOVERNMENT
- Bureau of Land Management
- Bureau of Reclamation
- Justice Dept. - U.S. Attorney
- Salt Lake City Corporation
- Salt Lake Department of Airports
- State of Utah (DFCM, DCED, UDOT)

Clients Served (Continued)

GOVERNMENT (Continued)
- Ogden City
- Sandy City
- Draper City
- West Jordan City
- Utah County
- Salt Lake County
- South Jordan City
- Herriman City

CORPORATE/OTHER
- Audubon Society
- Chevron USA
- General Growth Corporation
- Intermountain Health Care
- LDS Church
- Larry H. Miller Group
- Price Development
- The Boyer Company
- The Nature Conservancy
- Trust For Public Lands

More available upon request

DEPOSITIONS/TESTIMONY (Since 1998)
- Utah Department of Transportation v. Green Street Associates 1998
- Utah Department of Transportation v. Mark Steel/
- H & K Truck, 1999
- Utah Department of Transportation **v.** Evans, 2000
- State of Utah v. HAFB
- Davis County v. Zion's First National Bank, Trustee
- Intermountain Power Agency v. Millard County
- Foster v. Foster, 2001
- Town of Alta v. MSI, Inc.
- Utah Department of Transportation vs. Envirotech Baker Hughes)
- Utah Department of Transportation vs. Wildwood Resort Company
- Draper City vs. Draper Irrigation Company
- RAS vs. Town of Alta
- Utah Department of Transportation vs Diamond Bar X Ranch
- DCED vs Clarence Birt, et al.
- Charles Ross Heely, et al vs. Land Lease - Agricultural Business, Inc. 2002
- Summit County v. American Skiing Company
- USA v. Thomas Peterson, et al, 2004
- Utah Department of Transportation v. JP Realty
- Utah Department of Transportation v. Harrison Family Loving Trust
- Utah Department of Transportation v. Savage Industries
- Draper City v. Don McCormick
- USA Capital Diversified Trust Deed Fund, LLC v. Sheraton Hotel
- West Jordan City v. Abbott
- Utah Department of Transportation v. Lemar, Inc. 2004
- Stonegate v. Psoma Associates Corporation, 2004

QUALIFICATIONS OF RICHARD F. SCHETTLER

EDUCATION

Bachelor of Science — University of Utah, December 1992

Major: Finance — Emphasis: Real Estate

SPECIALIZED COURSES, SEMINARS AND EXAMS

- Utah State Law (USPAP, Part A), Appraisal Institute, November 1992
- Appraisal Principles (Course I110), Appraisal Institute, August 1993
- Understanding Limited Appraisals - General, Appraisal Institute, September 1994
- Standards of Professional Practice (USPAP, Part B), Appraisal Institute, November 1994
- Basic Income Capitalization (Course 310), Appraisal Institute, June 1995
- Appraisal Procedures (Course 120), Appraisal Institute, March 1996
- Highest and Best Use (Course 520), Appraisal Institute, November 1996
- Advanced Income Capitalization, Appraisal Institute, November 1997
- Report Writing and Valuation Analysis (Course 540), August 1999
- Advanced Applications (Course 550), September 1999
- Advanced Sales and Cost Approaches (Course 530), Appraisal Institute, June 2000
- Seminar: Appraisal Issues in Condominium Development
- Advanced Sales Comparison & Cost Approaches (course 530), June 2000
- General Comprehensive Exam, Appraisal Institute

APPRAISAL EXPERIENCE

Appraiser and Consultant of commercial real estate
J. Philip Cook & Associates, Inc.
October 1993 to present

Appraiser and Consultant of commercial and residential real estate
Appraisal Associates, Inc.
January 1991 to October 1993

ASSIGNMENTS

Appraisal Assignments include:

Industrial:
Self-storage manufacturing, flex space and office/warehouse buildings, both existing and proposed

Office:
Various properties including multi-story projects ranging in size from 12,000 to 200,000 square feet

Retail:
Various buildings including gas/convenience stores, big box, power centers, strip centers, restaurants and stand-alone retail uses

Specialty Properties:
Specialty properties including golf courses, country clubs, truck stops, reception centers, mass county appraisals, and condemnation

MEMBERSHIPS AND AFFILIATIONS

State Certified General Appraiser #CG00041685, Expires 3/31/05

March 30, 2004

Utah State Parks & Recreation
Attn: Terry Green
1594 West North Temple
Salt Lake City, Utah 84114

Dear Terry:

The City of South Jordan is in the process of developing a parcel of property along the Jordan River located at approximately 10300 South 650 West. We are requesting that your organization provide a consideration for several lots that have congruent boundaries to the Jordan River setbacks.

The City will through this development enhance the trail along the parkway and make better use of a natural spring by diverting and capitalizing its use to increase the wetland. It will also provide more public access to the trails and allow better use of this public amenity. This project also has the potential to remove the development of a sewer plant.

Public monies have been used to purchase the land and public monies would be best spent in preserving the existing open space. Through the sale of these lots the City will purchase 75 acres of open space to the South of this location, because the Cities ultimate goal in this endeavor is to increase the amount of open space along the Jordan River Parkway. The City will place deed restrictions on the lots in question, restricting accessory structures to be built. The City is working under very strict financial restraints and requests that you look at this for its long range planning effort and the increase in preserved open space.

In light of these facts the City has need of your support. Your timely response will be greatly appreciated. If you have any further questions, please contact my office at (801) 254-3742 ext. 1250.

Respectfully,

Gary L. Whatcott
Development Services Manager

CC: Ricky Horst – City Manager

Mayor-William Kent Money
Council Member-Leona Winger
Council Member-Ann Gayheart
Council Member-Bradley G. Marlor
Council Member-Mary Wenner
Council Member-David Colton

SOUTH JORDAN
UTAH
"Life Just off the Fast Lane"

City Manager-Ricky A. Horst

Deputy City Manager-Steve Noble

1600 West Towne Center Dr. / South Jordan, UT 84095-8265 / Telephone (801) 254-3742 / Fax (801) 254-3393
e-mail: info@ci.south-jordan.ut.us www.ci.south-jordan.ut.us

AGREEMENT CONCERNING THE VILLAGE AT RIVERWALK

THIS AGREEMENT (the "**Agreement**") is made and entered into this 23rd day of August, 2005 (the "**Effective Date**"), by and between South Jordan City, a Utah municipal corporation (the "**City**") and Arbor/Gardner L.LC. a Utah Limited Liability Company (the "**Developer**").

RECITALS:

A. The City and Developer have previously entered into a Purchase and Sale Agreement (the "**Agreement**"), relating to the development of a master-planned community commonly known as The Village at Riverwalk (the "**Project**" or "**Riverwalk**").

B. The development of the Project contemplates the installation of certain water and storm-water pipelines by Developer (as set forth on the Project Plat Map), which pipelines serve or will benefit residences and businesses not comprising part of the Project.

C. In the course of the Project development, the City has agreed that it will reimburse, or provide credits to Developer for any and all amounts expended or costs incurred by the Developer in the construction the extra and/or oversized pipelines to do not directly benefit the Project.

D. In conjunction with the pipeline installation, the Developer acquired a certain utility easement to facilitate the said pipeline installation, and the Developer has agreed to convey said easement to the City as part of this agreement.

E. As part of the development of the Project, the City has agreed to provide to Developer a certain amount of fill dirt that is being excavated from the City's water tank projects.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **Developer agrees to**:

A. Install a 42 inch pipeline for storm sewer in the area shown on Exhibit "A" attached hereto, which pipeline shall be approximately 1484 lineal feet, and shall cost approximately $106,227.37, as shown on Exhibit "B" attached hereto.

B. Install a 16 inch water line in the are shown on Exhibit "A" attached hereto, which water line shall be approximately 2200 lineal feet, and shall cost approximately $110,886.37, as shown on Exhibit "C" attached hereto.

C. Convey to the City of South Jordan the utility easement acquired by

Developer for the installation of the water line as shown on Exhibit "D" attached hereto and known as the Jerry and Ferry Ohrn Easement.

2. **City agrees to:**

A. Upon installation of the 42 inch storm drain line, referred to herein, and upon presentation of invoice from the Developer, City shall within thirty (30) days of the presentation of the invoice, reimburse Developer for the installation of said storm drain line in an amount not to exceed $106,227.37, which reimbursement amount shall be the lesser of the true and actual cost of the storm drain line or $106,227.37.

B. Upon installation of the 16 inch water line, referred to herein, and upon presentation of invoice from the Developer, City shall within thirty (30) days of the presentation of the invoice, reimburse Developer for the cost of the installation of the said water line. It is anticipated the total installed cost of said water line shall be $110,886.37 which the City agrees to pay an amount equal to total costs **less** the actual and true cost of the up sizing of the water line, (up sizing is the difference between an eight inch water line up sized to a sixteen inch water line and is anticipated to cost an additional $12,000).

C. City has previously agreed in the Purchase and Sale Agreement for the Project real property to deliver to the Project site all of the dirt from the City's water tank projects in a good faith timely manner. City herein reaffirms that commitment to make said good faith effort for the delivery of dirt to the Project.

3. **Miscellaneous Provisions:**

(a) Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is specified or is clearly a factor.

(b) The parties shall execute all such instruments and documents and shall take in good faith all actions pursuant to the provisions of this Agreement in order to consummate the transactions contemplated in this Agreement.

(c) The Recitals to this Agreement are incorporated as a part of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the masculine includes the feminine and vice versa. The term "including" and words of similar import mean "including, without limitation" and the phrase "sole discretion" means "sole and absolute discretion". This Agreement has been negotiated by the parties and shall not be construed for or against any of them. There are no third-party beneficiaries of this Agreement.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

(e) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties partners or joint ventures, or to render either party liable for any of the debts or obligations of the other.

(f) This Agreement and the transactions contemplated herein will be construed in accordance with and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their respective duly authorized representatives as of the Effective Date.

"City"

CITY OF SOUTH JORDAN

By: _____
Ricky A. Horst
City Manager

"Developer"

Arbor/Gardner L.L.C.

By: _____

Its: _____

REQUEST FOR PROPOSAL

PROJECT FOR SALE

(88 Lot 2.5 PUD Subdivision Located at approximately 750 W 10200 So)

South Jordan City
Gary L. Whatcott, Deputy Director
1600 West Towne Center Drive
South Jordan, UT 84095
(801) 254-3742

May 28, 2004

1.0 INFORMATION AND CONDITIONS

1.1 GENERAL INTENT

The City of South Jordan is currently accepting bids from buyers for land located at approximately 750 West 10200 South. A master plan for this development, currently known as "The Village at Riverwalk", has already been completed and has received preliminary approval for an 88 lot, 2.5 PUD subdivision. A plat map is provided as an attachment to this document.

The development still needs final engineering and final plat approval. The minimum bid the City will accept is $5.5 million plus reimbursement of engineering costs incurred by the City of approximately $60 thousand. Some City fees may be negotiated in association with this project.

1.2 PREPARATION OF PROPOSAL

Proposals must be written in ink or typewritten and shall be submitted to the City in the appropriate form and by the specified deadline. Bids must be sealed and addressed "Attn: city Recorder" with the words "Proposal for the purchase of Village at Riverwalk subdivision" clearly marked. All bids received will be time and date stamped and only those bids received by the specified deadline will be accepted. Unsigned proposals will not be accepted. No proposal will be considered if received after the due date.

Bidders are expected to examine all instructions, specifications, attachment, and sites pertinent to this Request for Proposal (RFP). Failure to do so will be at the bidder's risk.

1.3 PROPOSAL DEADLINE AND PRESENTATION OF PROSALS

Sealed bids will be received at the South Jordan City Hall located at 1600 West Towne Center Drive, South Jordan, UT 84095 on or before 3:00 p.m. on Wednesday June 16, 2004.

South Jordan City staff will review the proposals and invite select bidders to make a mandatory presentation to the City. Presentations shall be between 10-15 minutes in length.

1.4 CONTACT PERSON

All inquiries regarding this Request for Proposal shall be in writing. Such inquiries and future correspondence shall be directed to:

Gary L. Whatcott
Deputy Director
South Jordan City
1600 West Towne Center Drive
South Jordan, UT 84095

Tel: (801) 254-3742
Fax: (801) 253-5235
email: gwhatcott@ci.south-jordan.ut.us

1.5 PERFORMANCE

In case of default by the selected bidder, the City may select another bidder or commence a new process. The City shall hold the selected bidder responsible for any costs incurred by the City to seek a new bidder.

1.6 OBSERVANCE OF LAWS

All bidders shall at all times observe and comply with all federal, state, and local laws, bylaws, ordinances, and regulations in any manner affecting the conduct of this bid process and any agreement made pursuant thereto. Furthermore, bidders shall adhere to all orders or decrees which have been promulgated or enacted by any legal bodies having authority or jurisdiction over this project.

1.7 EXAMINATION OF PROPERTY

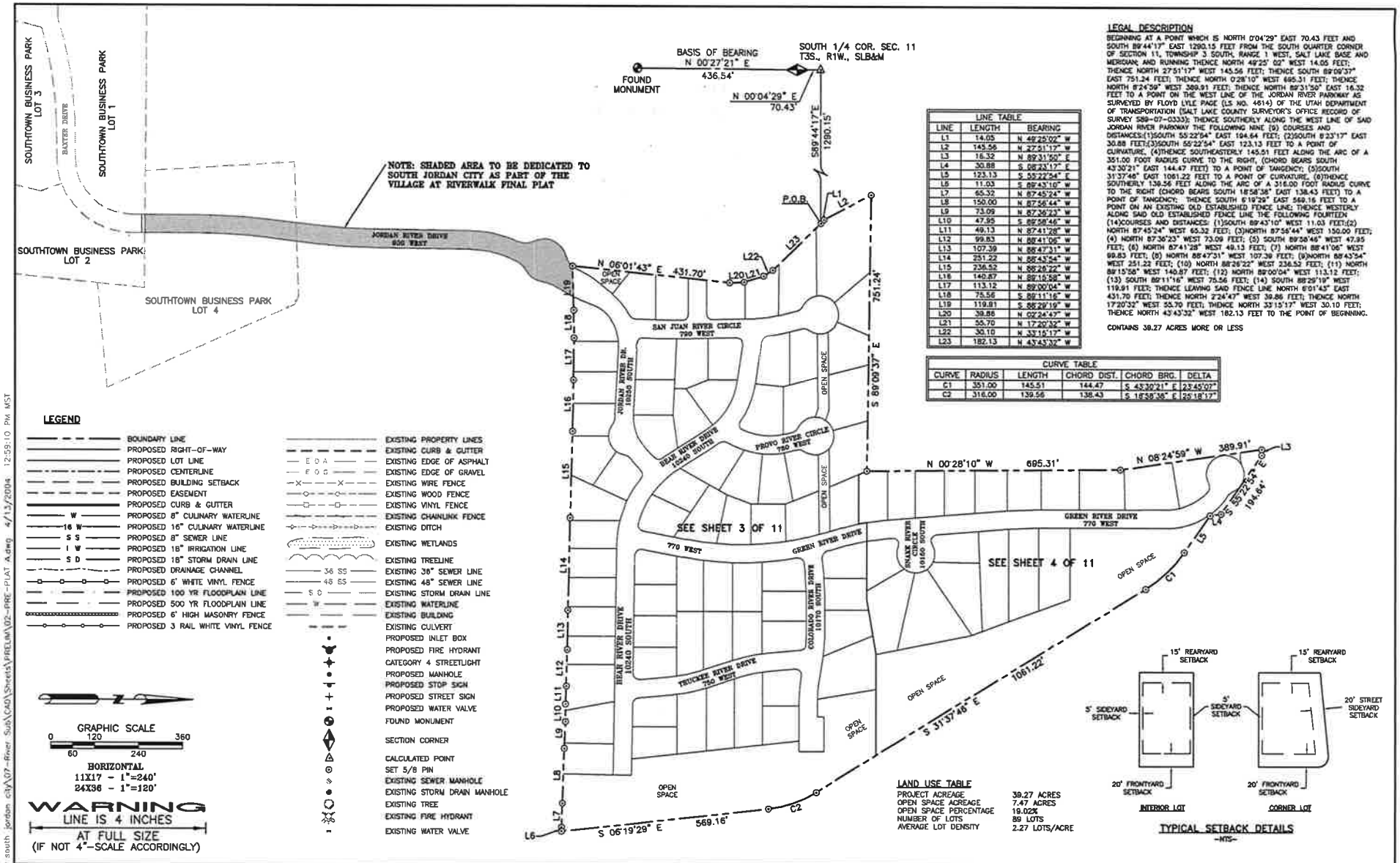
Proponents are responsible to do due diligence to any and all properties included in the scope of this proposal and make their own determinations with respect to any and all physical, financial, legal, or other conditions, circumstances, or matters that affect sale, purchase, and development or redevelopment of the property or properties. Estimates provided in this proposal are not to be considered as binding and proponents shall assume all patent and latent risk in connection with the aforementioned.

1.8 INTERPRETATION

No verbal interpretation of meaning of the instructions to proponents, specifications, or any other document will be made to any proponent. Supplemental instruction, if any, will be made as written addendum and sent to all proponents and shall be signed by the proponent and returned with the proposal.

2.0 ATTACHMENTS

2.1 The Village at Riverwalk plat map (3 pages)
These three maps give a detailed layout of the subdivision.



LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 0°04'29" EAST 70.43 FEET AND SOUTH 89°44'17" EAST 1290.15 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 49°25' 02" WEST 14.05 FEET; THENCE NORTH 27°51'17" WEST 145.56 FEET; THENCE SOUTH 89°09'37" EAST 751.24 FEET; THENCE NORTH 0°28'10" WEST 695.31 FEET; THENCE NORTH 8°24'59" WEST 389.91 FEET; THENCE NORTH 89°31'50" EAST 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO. 4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYOR'S OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID JORDAN RIVER PARKWAY THE FOLLOWING NINE (9) COURSES AND DISTANCES:(1)SOUTH 55°22'54" EAST 194.64 FEET; (2)SOUTH 8°23'17" EAST 30.88 FEET;(3)SOUTH 55°22'54" EAST 123.13 FEET TO A POINT OF CURVATURE, (4)THENCE SOUTHEASTERLY 145.51 FEET ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS SOUTH 43°30'21" EAST 144.47 FEET) TO A POINT OF TANGENCY; (5)SOUTH 31°37'46" EAST 1061.22 FEET TO A POINT OF CURVATURE, (6)THENCE SOUTHERLY 139.56 FEET ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 18°58'38" EAST 138.43 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 6°19'29" EAST 569.16 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING FOURTEEN (14)COURSES AND DISTANCES: (1)SOUTH 89°43'10" WEST 11.03 FEET;(2) NORTH 87°45'24" WEST 65.32 FEET; (3)NORTH 87°56'44" WEST 150.00 FEET; (4) NORTH 87°36'23" WEST 73.09 FEET; (5) SOUTH 89°58'46" WEST 47.95 FEET; (6) NORTH 87°41'28" WEST 49.13 FEET; (7) NORTH 88°41'06" WEST 99.83 FEET; (8) NORTH 88°47'31" WEST 107.39 FEET; (9)NORTH 88°43'54" WEST 251.22 FEET; (10) NORTH 88°26'22" WEST 236.52 FEET; (11) NORTH 88°15'58" WEST 140.87 FEET; (12) NORTH 89°00'04" WEST 113.12 FEET; (13) SOUTH 89°11'16" WEST 75.56 FEET; (14) SOUTH 88°29'19" WEST 119.91 FEET; THENCE LEAVING SAID FENCE LINE NORTH 6°01'43" EAST 431.70 FEET; THENCE NORTH 2°24'47" WEST 39.86 FEET; THENCE NORTH 17°20'32" WEST 55.70 FEET; THENCE NORTH 33°15'17" WEST 30.10 FEET; THENCE NORTH 43°43'32" WEST 182.13 FEET TO THE POINT OF BEGINNING.

CONTAINS 39.27 ACRES MORE OR LESS

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.05	N 49°25'02" W
L2	145.56	N 27°51'17" W
L3	16.32	N 89°31'50" E
L4	30.88	S 08°23'17" E
L5	123.13	S 55°22'54" E
L6	11.03	S 89°43'10" W
L7	65.32	N 87°45'24" W
L8	150.00	N 87°56'44" W
L9	73.09	N 87°36'23" W
L10	47.95	S 89°58'46" W
L11	49.13	N 87°41'28" W
L12	99.83	N 88°41'06" W
L13	107.39	N 88°47'31" W
L14	251.22	N 88°43'54" W
L15	236.52	N 88°26'22" W
L16	140.87	N 88°15'58" W
L17	113.12	N 89°00'04" W
L18	75.56	S 89°11'16" W
L19	119.91	S 88°29'19" W
L20	39.86	N 02°24'47" W
L21	55.70	N 17°20'32" W
L22	30.10	N 33°15'17" W
L23	182.13	N 43°43'32" W

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	351.00	145.51	144.47	S 43°30'21" E	23°45'07"
C2	316.00	139.56	138.43	S 18°58'38" E	25°18'17"

LEGEND

- BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT
- PROPOSED CURB & GUTTER
- W — PROPOSED 8" CULINARY WATERLINE
- 16 W — PROPOSED 16" CULINARY WATERLINE
- S S — PROPOSED 8" SEWER LINE
- I W — PROPOSED 18" IRRIGATION LINE
- S D — PROPOSED 18" STORM DRAIN LINE
- PROPOSED DRAINAGE CHANNEL
- PROPOSED 6' WHITE VINYL FENCE
- PROPOSED 100 YR FLOODPLAIN LINE
- PROPOSED 500 YR FLOODPLAIN LINE
- PROPOSED 6' HIGH MASONRY FENCE
- PROPOSED 3 RAIL WHITE VINYL FENCE
- EXISTING PROPERTY LINES
- EXISTING CURB & GUTTER
- E O A — EXISTING EDGE OF ASPHALT
- E O G — EXISTING EDGE OF GRAVEL
- EXISTING WIRE FENCE
- EXISTING WOOD FENCE
- EXISTING VINYL FENCE
- EXISTING CHAINLINK FENCE
- EXISTING DITCH
- EXISTING WETLANDS
- EXISTING TREELINE
- 36 SS — EXISTING 36" SEWER LINE
- 48 SS — EXISTING 48" SEWER LINE
- S D — EXISTING STORM DRAIN LINE
- W — EXISTING WATERLINE
- EXISTING BUILDING
- EXISTING CULVERT
- PROPOSED INLET BOX
- PROPOSED FIRE HYDRANT
- CATEGORY 4 STREETLIGHT
- PROPOSED MANHOLE
- PROPOSED STOP SIGN
- PROPOSED STREET SIGN
- PROPOSED WATER VALVE
- FOUND MONUMENT
- SECTION CORNER
- CALCULATED POINT
- SET 5/8 PIN
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TREE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE

GRAPHIC SCALE
0 120 360
60 240

HORIZONTAL
11X17 - 1"=240'
24X36 - 1"=120'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

LAND USE TABLE

PROJECT ACREAGE	39.27 ACRES
OPEN SPACE ACREAGE	7.47 ACRES
OPEN SPACE PERCENTAGE	19.02%
NUMBER OF LOTS	89 LOTS
AVERAGE LOT DENSITY	2.27 LOTS/ACRE

TYPICAL SETBACK DETAILS
-NTS-

NO.	REVISIONS	BY	DATE

DRAWN TT 3/04/04 DATE
CHECKED BAK PROJECT ENGINEER DATE
APPROVED BMC PROJECT MANAGER DATE

SOUTH JORDAN CITY
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095
SOUTH JORDAN

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CIVIL SCIENCE
ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
760 East Utah Valley Drive
American Fork, UT 84003
PHONE (801)756-8888, FAX (801)756-8882

THE VILLAGE AT RIVERWALK

PRELIMINARY PLAT

PROJECT NO.: 03050.07
SHEET NO. 2 OF 11
FILE NAME: PRE-PLAT A.dwg
SCALE: AS SHOWN

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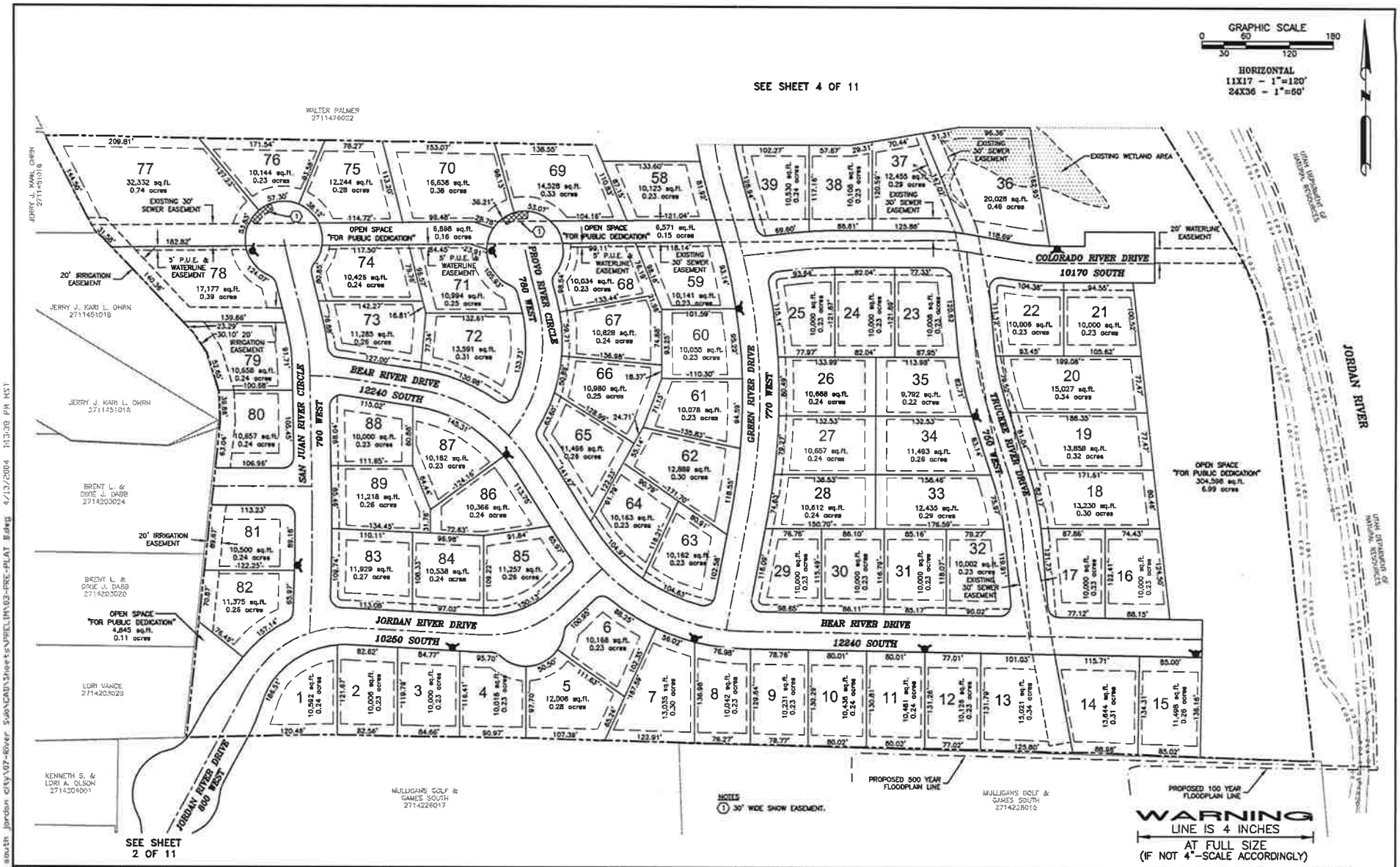

NO	REVISIONS	BY	DATE

DRAWN TT 3/04/04 DATE
CHECKED BAK – PROJECT ENGINEER DATE
APPROVED BMC – PROJECT MANAGER DATE

SOUTH JORDAN CITY
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095

SOUTH JORDAN UTAH

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CIVIL SCIENCE
ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
768 East Utah Valley Drive
American Fork, UT 84003
PHONE (801)756-0998, FAX (801)756-0997

THE VILLAGE AT RIVERWALK

PRELIMINARY PLAT

PROJECT NO.: 03050.07
SHEET NO. 3 OF 11
FILE NAME: PRE-PLAT C
SCALE: AS SHOWN

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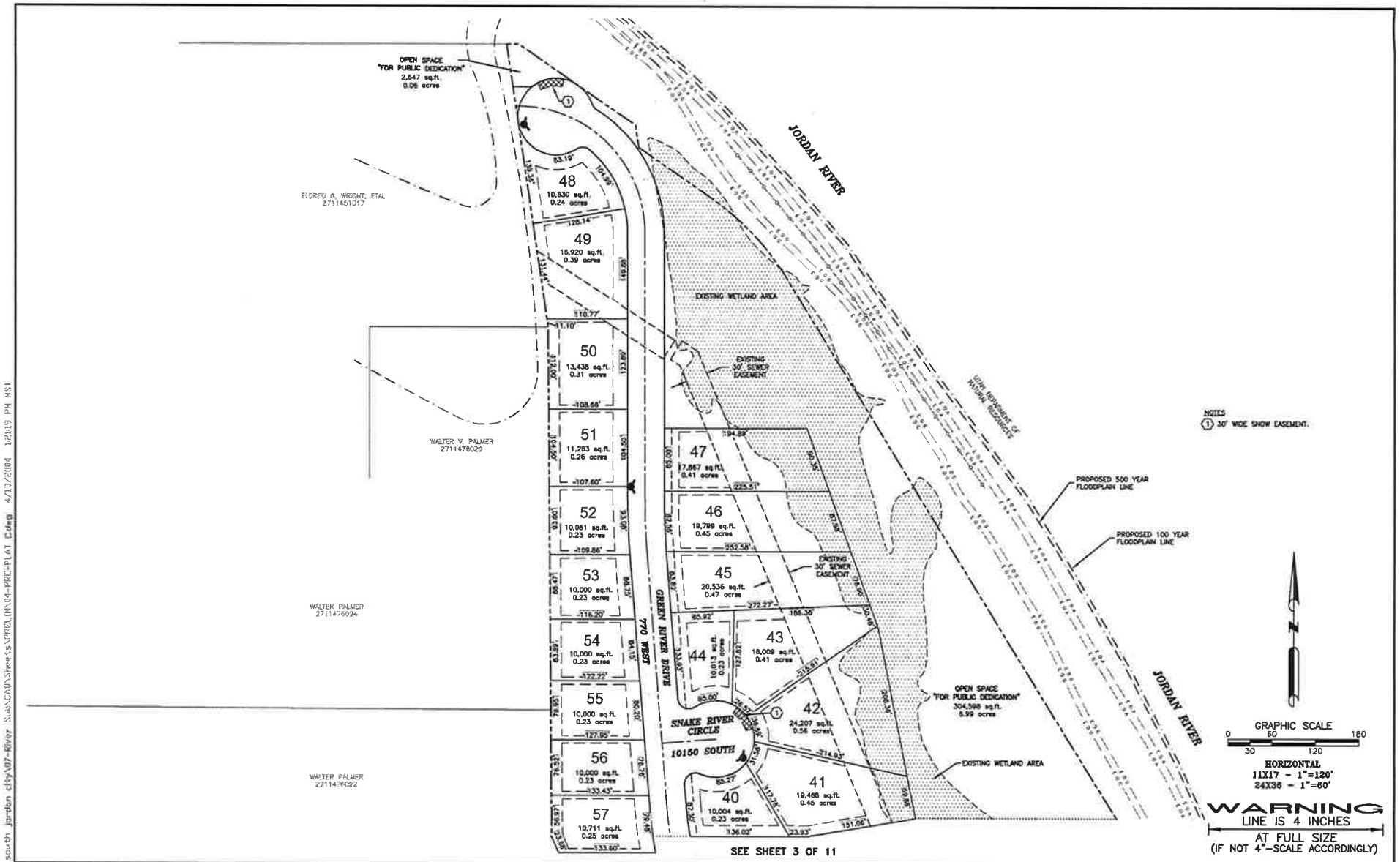

SEE SHEET 3 OF 11

NO.	REVISIONS	BY	DATE

DRAWN TT 3/04/04 DATE
CHECKED BAK – PROJECT ENGINEER DATE
APPROVED BMC – PROJECT MANAGER DATE

SOUTH JORDAN CITY
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095

SOUTH JORDAN UTAH

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ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
768 East Utah Valley Drive
American Fork, UT 84003
PHONE (801)756-0998, FAX (801)756-0921

THE VILLAGE AT RIVERWALK

PRELIMINARY PLAT

PROJECT NO.: 03050.07
SHEET NO.: 4 OF 11
FILE NAME: PRE-PLAT 01 SCALE: AS SHOWN

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SOUTH JORDAN CITY

Bid Opening: 3:00 pm 06/16/04

Proposal for the Purchase of Village at River Walk Subdivsion

Bidder	Amount
Arbor Residential Properties	5,500,000.00
CW Management Corp.	4,450,000.00

ARBOR Commercial / Residential

June 16, 2004

South Jordan City
ATTN: City Recorder
1600 West Towne Center Drive
South Jordan City, Utah 84095

Re: Proposal for The Village at Riverwalk subdivision.

To whom it may concern:

We at Arbor Commercial/Residential are pleased to submit our bid price for the Village at Riverwalk. As noted in the project bid sheet, our bid price is Five million Five hundred thousand dollars ($5,500,000).

We have enjoyed our working relationship with South Jordan City over the past few years and we look forward to many more years of continued success. We would like to highlight a few points that we believe enhance our qualifications for this project. Please note the following:

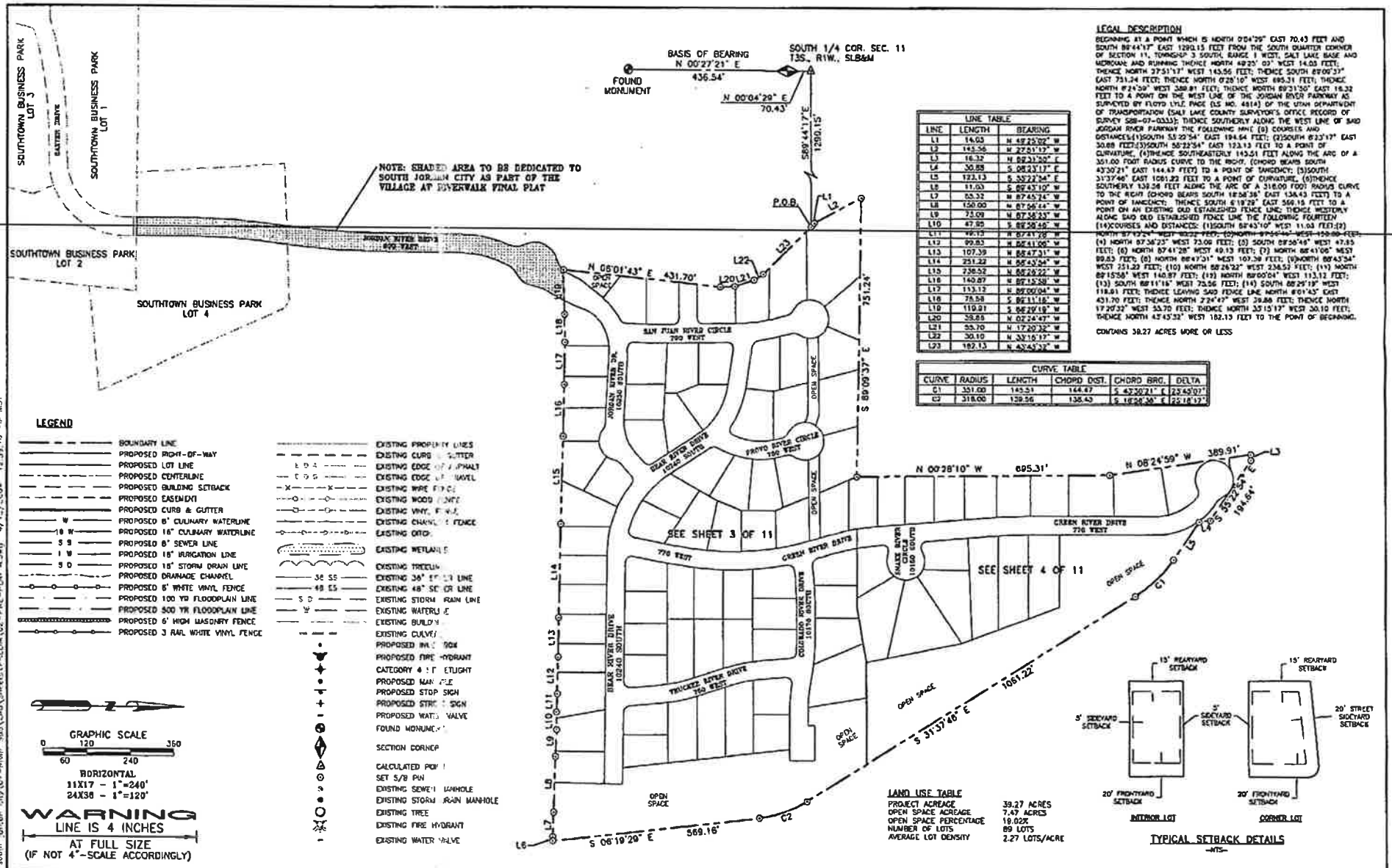
- We have been working with the landowners to the north and west of the subject property to acquire their property for development and for a secondary access.
- We have developed The Arbors (a housing project behind City Hall), South Jordan Market Place, South Jordan Towne Center, and the proposed The District at South Jordan (114th and Bangerter).
- Our proposal includes the development of the lots as well as the design and construction of the homes. Furthermore, as with our other projects in South Jordan City, we look forward to working with the South Jordan City staff and council in developing an exciting new product that combines traditional design features with new products and materials.

We appreciate your consideration and look forward to hearing from you in the near future.

Best regards,

John Gust

45 WEST 10000 SOUTH, SUITE 301 SANDY, UTAH 84070 Phone: (801) 561-8594 * Fax: (801) 561-8647



LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 0°04'29" EAST 70.43 FEET AND SOUTH 89°44'17" EAST 1290.15 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 49°25' 03" WEST 14.03 FEET; THENCE NORTH 27°51'17" WEST 145.56 FEET; THENCE SOUTH 89°09'37" EAST 751.24 FEET; THENCE NORTH 0°28'10" WEST 695.31 FEET; THENCE NORTH 8°24'59" WEST 389.91 FEET; THENCE NORTH 89°31'50" EAST 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO. 4814) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYOR'S OFFICE RECORD OF SURVEY S88-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID JORDAN RIVER PARKWAY THE FOLLOWING NINE (9) COURSES AND DISTANCES:(1)SOUTH 35°22'54" EAST 194.64 FEET; (2)SOUTH 8°23'17" EAST 30.88 FEET;(3)SOUTH 35°22'54" EAST 123.13 FEET TO A POINT OF CURVATURE; (4)THENCE SOUTHEASTERLY 143.51 FEET ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS SOUTH 43°30'21" EAST 144.47 FEET) TO A POINT OF TANGENCY; (5)SOUTH 31°37'46" EAST 1061.22 FEET TO A POINT OF CURVATURE; (6)THENCE SOUTHERLY 139.56 FEET ALONG THE ARC OF A 318.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 18°58'38" EAST 138.43 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 6°19'29" EAST 569.15 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING FOURTEEN (14)COURSES AND DISTANCES: (1)SOUTH 88°43'10" WEST 11.03 FEET;(2) NORTH 87°12'24" WEST 68.32 FEET; (3)NORTH 87°56'46" WEST 120.00 FEET; (4) NORTH 87°36'23" WEST 73.09 FEET; (5) SOUTH 89°56'46" WEST 47.85 FEET; (6) NORTH 87°41'28" WEST 49.13 FEET; (7) NORTH 88°41'06" WEST 89.83 FEET; (8) NORTH 88°47'31" WEST 107.39 FEET; (9)NORTH 88°43'34" WEST 251.22 FEET; (10) NORTH 88°26'22" WEST 236.52 FEET; (11) NORTH 89°15'58" WEST 140.87 FEET; (12) NORTH 89°00'04" WEST 113.12 FEET; (13) SOUTH 88°11'16" WEST 73.56 FEET; (14) SOUTH 88°29'19" WEST 118.91 FEET; THENCE LEAVING SAID FENCE LINE NORTH 6°01'43" EAST 431.70 FEET; THENCE NORTH 7°24'47" WEST 39.86 FEET; THENCE NORTH 17°20'32" WEST 53.70 FEET; THENCE NORTH 33°15'17" WEST 30.10 FEET; THENCE NORTH 43°43'32" WEST 182.13 FEET TO THE POINT OF BEGINNING.

CONTAINS 39.27 ACRES MORE OR LESS

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.03	N 49°25'02" W
L2	145.56	N 27°51'17" W
L3	16.32	N 89°31'50" E
L4	30.88	S 08°23'17" E
L5	123.13	S 35°22'54" E
L6	11.03	S 88°43'10" W
L7	68.32	N 87°12'24" W
L8	120.00	N 87°56'46" W
L9	73.09	N 87°36'23" W
L10	47.85	S 89°56'46" W
L11	49.13	N 87°41'28" W
L12	89.83	N 88°41'06" W
L13	107.39	N 88°47'31" W
L14	251.22	N 88°43'34" W
L15	236.52	N 88°26'22" W
L16	140.87	N 89°15'58" W
L17	113.12	N 89°00'04" W
L18	73.56	S 88°11'16" W
L19	119.91	S 88°29'19" W
L20	39.86	N 07°24'47" W
L21	53.70	N 17°20'32" W
L22	30.10	N 33°15'17" W
L23	182.13	N 43°43'32" W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	351.00	145.51	144.47	S 43°30'21" E	23°45'07"
C2	318.00	139.56	138.43	S 18°58'38" E	25°18'17"

LEGEND

- BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT
- PROPOSED CURB & GUTTER
- PROPOSED 6" CULINARY WATERLINE
- PROPOSED 16" CULINARY WATERLINE
- PROPOSED 8" SEWER LINE
- PROPOSED 18" IRRIGATION LINE
- PROPOSED 18" STORM DRAIN LINE
- PROPOSED DRAINAGE CHANNEL
- PROPOSED 6' WHITE VINYL FENCE
- PROPOSED 100 YR FLOODPLAIN LINE
- PROPOSED 500 YR FLOODPLAIN LINE
- PROPOSED 6' HIGH MASONRY FENCE
- PROPOSED 3 RAIL WHITE VINYL FENCE
- EXISTING PROPERTY LINES
- EXISTING CURB & GUTTER
- EXISTING EDGE OF ASPHALT
- EXISTING EDGE OF GRAVEL
- EXISTING WIRE FENCE
- EXISTING WOOD FENCE
- EXISTING VINYL FENCE
- EXISTING CHAIN LINK FENCE
- EXISTING DITCH
- EXISTING WETLANDS
- EXISTING TREELINE
- EXISTING 36" SEWER LINE
- EXISTING 48" SEWER LINE
- EXISTING STORM DRAIN LINE
- EXISTING WATERLINE
- EXISTING BUILDING
- EXISTING CULVERT
- PROPOSED INLET BOX
- PROPOSED FIRE HYDRANT
- CATEGORY 4 STREETLIGHT
- PROPOSED MANHOLE
- PROPOSED STOP SIGN
- PROPOSED STREET SIGN
- PROPOSED WATER VALVE
- FOUND MONUMENT
- SECTION CORNER
- CALCULATED POINT
- SET 5/8 PIN
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TREE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE

LAND USE TABLE

PROJECT ACREAGE	39.27 ACRES
OPEN SPACE ACREAGE	7.47 ACRES
OPEN SPACE PERCENTAGE	19.02%
NUMBER OF LOTS	89 LOTS
AVERAGE LOT DENSITY	2.27 LOTS/ACRE

NO	REVISIONS	BY	DATE

DRAWN TT 3/04/04 DATE
CHECKED BAK PROJECT ENGINEER DATE
APPROVED BMG PROJECT MANAGER DATE

SOUTH JORDAN CITY
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095

SOUTH JORDAN

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CIVIL SCIENCE
CONSULTING • SURVEYING • PLANNING • ENGINEERING
768 East Utah Valley Drive
American Fork, UT 84003
PHONE (801)756-0868 FAX (801)756-0869

THE VILLAGE AT RIVERWALK

PRELIMINARY PLAT

PROJECT NO. 03050.07
SHEET NO. 2 OF 11
FILE NAME: PRE-PLAT A
SCALE: AS SHOWN

SOUTH JORDAN
UTAH

Project Bid Sheet

Project: Proposal for the purchase of Village at Riverwalk subdivision.

Bidder: ARBOR RESIDENTIAL PROPERTIES

Bid Price: FIVE - MILLION, FIVE - HUNDRED THOUSAND
$5,500,000.00

MANAGEMENT CORP.

Wednesday, June 16, 2004

City of South Jordan
Attn: Mr. Gary L. Whatcott, Deputy Director
1600 West Towne Center Drive
South Jordan City, UT 84095

Re: Proposal for the Purchase of "The Village at Riverwalk"

Dear Mr. Whatcott, City Council and Mayor:

Allow us to introduce ourselves; our company is CW Management Corporation. We are local developers, with Utah values and have been involved in the development of residential property here in Utah for over 20 years. We have designed, developed and sold numerous projects throughout Utah of which, numerous ones have received awards including a recent award from Envision Utah for design and planning along the Jordan River in Bluffdale known as Springview Farms. For more information pertaining to projects that CW Management Corporation has developed please refer to our web site at: www.cwmcorp.com.

This letter is in response to your Request for Proposals (the "RFP") and will serve as our offer or "Bid" to purchase the property as described in the RFP. The purchasing entity will be CW Management Corporation ("CW") and or its assigns which will be named prior to Closing. The reason for the assigns is that we plan to form a single asset Limited Liability Company ("the LLC") that will consist of up to 3 local Utah Builders. This LLC will fund and purchase the property as mentioned above that is presently owned by South Jordan City ("the City") located at approximately 750 West 10200 South in South Jordan City, Utah and our Bid is subject to the following terms and conditions:

1. The City shall bear the full responsibility, cost and obligation to have the Property approved for construction of the infrastructure improvements for the Village at Riverwalk Subdivision Plan ("the Plan") a copy of which is made part of our Bid by reference as Exhibit "A". The City shall have the final Plan designed and approved to the point whereby CW will be able to post with the City the appropriate completion bond for the improvements and then immediately record the final plat with the office of the Salt Lake County Recorders office.

   1.1. During the final planning process and approval by the South Jordan City Staff and Council and any other required governmental entities, should there be any substantial changes to the Plan, the City shall first obtain written approval for the change from CW, which approval from CW shall not be unreasonably withheld.

   1.2. The City will provide to the site, under CW's direction imported soil to be used to elevate the areas as needed to raise the sites lot elevations as is represented in the Plan's details for the individual lots from the top back of the designed

Real Estate Development Services

9071 South 1300 West, #201 | West Jordan, UT 84088 | (801) 984-5770 | (801) 984-5767 Fax

street curb elevation back into the lot - 25 feet. It shall be CW's responsibility to spread and compact the imported soil as needed and required by the City.

1.3. It shall be the Cities sole responsibility to provide prior to closing the land as required for the LLC to construct the road as shown on Exhibit A and is designated as Jordan River Drive.

1.3.1. Subsequent to the Closing and inconjunction with the construction of Jordan River Drive, it is noted that significant damage to the existing adjacent golf course will be sustained. It shall be the sole responsibility of the City to repair and reconstruct the golf course as it is impacted by the construction of the Jordan River Drive improvements.

1.4. During the approval process as mentioned in Item One, the City shall bear the costs of any and all application fees associated with the approval process.

1.5. As consideration that CW will be constructing 100% of the storm sewer system for the development, the City agrees to abate all storm sewer fees that are usually assessed in association with the development of the Property.

2. The purchase price for the acquisition of the property ("the Property") is $4,450,000 dollars.

2.1. The City understands and is aware that the LLC's ability to purchase the Property is contingent upon them being able to adequately fund the Properties acquisition through a development loan.

2.1.1. The development loan application by the LLC will be made with 5 days from approval of our Bid.

2.1.2. The purchase is also contingent upon the Property appraising for at least the sale amount. The appraiser shall be selected by CW and have an MAI designation.

2.2. The sale of the Property to the LLC is contingent upon CW having access to the site prior to Closing to perform tests and receive a satisfactory report from its investigating engineering firms with regards to a geotechnical investigation, groundwater report and any other investigative reports that might be required to be completed.

3. The City represents that as the Plan is presently designed that the LLC will be able to construct homes within each of the individual lots buildable area as shown on the preliminary plat.

3.1. The City agrees to indemnify the LLC for any actions arise as a result to what the City presently represents with regards to constructing homes in the realigned 100 year flood plain, the Salt Lake County designated Jordan River meander corridor (if applicable) and any Army Corps of Engineers (the "ACOE") location of the designated jurisdictional wetlands as delineated on the Preliminary Plat.

3.1.1. The City also represents that the delineated wetland areas as shown on the Plan have been accepted by the ACOE.

4. The City shall provide to CW a title insurance policy for at least the amount of the purchase price showing that the property is free and clear of all liens and encumbrances at Closing. The City and CW shall each bear ½ of the Closing costs (excluding the title policy as stated above) that are normally associated with the purchase of real estate in Utah.

   4.1. The Closing shall take place at a Title Company to be named by the City.

   4.2. The time when the LLC shall transfer the purchase price in cash to the City, herein referred to as the "Closing" shall be 45 days from the time when all terms and conditions of this agreement have been satisfied by both the City and the LLC.

   4.3. Title to the Property shall be conveyed by Warranty Deed.

   4.4. In addition to the property being conveyed by Warranty Deed as described above, the City shall convey to the LLC at Closing the appropriate number of water shares required to comply with the present requirements for the LLC to provide water services to the subdivision as designed in the Plan.

5. Subsequent to the improvements as designated and detailed in the Plan are completed and accepted by the City, the LLC will deed the portions of the subdivision designated as "Open Space for Public Dedication" to the City.

6. The future members of the LLC presently plan on constructing homes with values ranging from $300,000 to $600,000. To insure that the subdivision complies with standards that are usually associated with homes of this type and prior to Closing the LLC will compile subdivision restrictive covenants (CC&R's) to be recorded on the Property. The LLC will also create a homeowners association (HOA) to enforce the CC&R's.

7. In the past, CW was known as OMN Development Corporation and had a portion of the subject Property under contract to purchase from the then owners, the Palmer family. We had a similar type of subdivision application submitted to South Jordan City with 2.5 units per acre with our access from 1000 West. We had also designed that the open space along the Jordan River be dedicated to South Jordan City with homes located at the bottom of the hill. Because we only had a single access to the homes at the bottom of the hill, we designed two travel lanes with a large landscaped medium strip between them, down the hill to accommodate the need for two accesses into the site. Our site plan looked very similar in scope and use to one having been approved by the Council for the subject Property.

   It should be noted that area residents were in complete support of our plan and encouraged the then City Council and Planning Commission to accept our proposal. The City stated to us that if we did not complete a second access to the then incomplete Shields Lane, that our application would be denied. We argued that our "two-lane" road from the top of the hill met the Cities and ASHTO's requirements. Our application for a subdivision approval was denied and our option to purchase the

property expired and the project failed. Our actual real dollar losses on this project were approximately $180,000 in architectural, engineering, geotechnical test and option fees paid to the Seller.

Within the next several weeks, subsequent to our application being denied and our option expiring to purchase the Palmer property, South Jordan City, under direction from the previous Mayor, purchased a large portion the Palmer property along the Jordan River. We are assuming and have heard from various sources that this was done as part of the City's ambition to expand the golf course, obviously at our expense. A large portion of the property that you are offering for sale as described in the RFP is a portion of the property we wanted to develop.

Initially we chalked this experience to government using its approval powers to achieve its own agenda. However, now that the City is approving a more intense use for the property with truly a single access approved over a significantly greater distance than the one we had planned, we are rethinking our position. With this history as stated we feel that as consideration our past dealings with the City on this particular Property we should receive a First Right-of Refusal to Purchase the Property as detailed in our Bid or alternatively to match a Bid from another party that is decided to be a better one by the City Council.

If we are granted this First Right of Refusal as described above, we shall feel that the present City Officials have tried to right what we feel was an intense wrong and will thereby hold the City harmless from any future actions on our part. This is not intended to be threatening or confrontational, but more informative to the Council and Mayor who are probably not aware of the actions of the City as decided by mostly previous City Officials and Staff that resulted in a significant loss to our company. We are hoping that you will understand our position and grant us the option to purchase the property or a First Right of Refusal as described to help heal our old wounds.

In closing, we are now as we were then very excited about this property as it will, at its completion be another great community within the City. We have always constructed quality residential projects that we can be proud of and would be honored to add the Village at Riverwalk to our long list of award winning projects.

Sincerely,

CW Management Corporation

Christopher K McCandless
President

Newspaper Agency Corporation

143 SOUTH MAIN ST.
P.O.BOX 45838
SALT LAKE CITY, UTAH 84145
FED.TAX I.D.# 87-0217663

The Salt Lake Tribune — DESERET Morning News

CUSTOMER'S COPY

PROOF OF PUBLICATION

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER	DATE
SOUTH JORDAN CITY 1600 TOWN CENTER DR SOUTH JORDAN UT 84095-869	S2543742L-07	03/15/04

GW
F-YI

ACCOUNT NAME	
SOUTH JORDAN CITY	
TELEPHONE	INVOICE NUMBER
801-254-3742	TL8202D1XM1
SCHEDULE	
START 03/14/04 END 03/15/04	
CUST. REF. NO.	
CAPTION	
NOTIFICATION FOR LOMR FLOODWAY	
SIZE	
45 LINES 1.00 COLUMN	
TIMES	RATE
2	1.68
MISC. CHARGES	AD CHARGES
.00	156.20
	TOTAL COST
	156.20

NOTIFICATION FOR LOMR FLOODWAY REVISION

The City of South Jordan Development Services Department, in accordance with the National Flood Insurance Program regulation 65.7(b)(1), hereby gives notice of their intent to revise the floodway generally located along the Jordan River between 9900 South and 10300 South. Specifically, the floodway shall be revised from Cross Section Line FY to Cross Section Line GC as shown on the Flood Insurance Rate Map (FIRM) no. 49035C0433 E, effectively dated September 21, 2001.

Maps and detailed analysis of the floodway revision can be reviewed at the South Jordan City Office building located at 1600 West Towne Center Drive, South Jordan, Utah. Interested persons may contact Mr. Gary L. Whatcott, Director of Administrative Services at (801) 254-1404 for additional information. Mr. Whatcott will be available to answer questions regarding this information weekdays (not including Friday, March 26th) from 8:00 a.m. to 5:00 p.m. until March 31, 2004.
8202D1XM

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY CORPORATION LEGAL BOOKKEEPER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF NOTIFICATION FOR LOMR FLOODWAY FOR SOUTH JORDAN CITY WAS PUBLISHED BY THE NEWSPAPER AGENCY CORPORATION, AGENT FOR THE SALT LAKE TRIBUNE AND DESERET NEWS, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH.

PUBLISHED ON START 03/14/04 END 03/15/04

SIGNATURE Sjanie Best

DATE 03/15/04

Notary Public
SJANIE BEST
324 West Big Mountain Drive
Taylorsville, Utah 84123
My Commission Expires
November 19, 2006
State of Utah

THIS IS NOT A STATEMENT BUT A "PROOF OF PUBLICATION"
PLEASE PAY FROM BILLING STATEMENT.

OMB No. 2502-0265

A. U.S. Department of Housing and Urban Development

Settlement Statement

B. Type of Loan

1. [ ] FHA 2. [ ] FMHA 3. [ ] Conv. Unins.
4. [ ] VA 5. [ ] Conv. Ins. [X] Other.

6. File Number 78913

7. Loan Number

8. Mortgage Ins. Case No.

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. Name of Borrower: ARBOR GARDNER, LC

E. Name of Seller: SOUTH JORDAN CITY, A UTAH MUNICIPAL CORPORATION
MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH, A non-profit corporation

F. Name of Lender:

G. Property Location: , Township 3 South, Range 1W West, Salt Lake County, Utah

Z

H. Settlement Agent: SURETY TITLE AGENCY (801) 495-4300 87-0390909
Place of Settlement: 1665 WEST 10600 SOUTH, SOUTH JORDAN, UT 84095

I. Settlement Date: 8/22/2005 **Proration Date:** 8/23/2005

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross amount due from borrower:		**400. Gross amount due to seller:**	
101. Contract sales price	3,330,000.00	401. Contract sales price	3,330,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	4,085.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. HOA Prorations		409. HOA Prorations	
110.		410.	
111. ENGINEERING COSTS	80,000.00	411. ENGINEERING COSTS	80,000.00
112. RELEASE OF EASEMENT	3,000.00	412.	
120. Gross amount due from borrower:	3,417,085.00	**420. Gross amount due to seller:**	3,410,000.00
200. Amounts paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money	5,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	7,945.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. TRANSER FROM WELLS FARGO 85399	3,163,485.00	506.	
207.		507.	
208.		508. ESCROW AGMT BOND REFI 10/15/05	82,500.00
209. 7 LOTS @ $35,000.00 EACH CREDIT	245,000.00	509. 7 LOTS @ $35,000.00 EACH CREDIT	245,000.00
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213. HOA Prorations		513. HOA Prorations	
214.		514.	
215.		515.	
216. SURVEY CREDIT VANCE PROPERTY	600.00	516. SURVEY CREDIT VANCE PROPERTY	600.00
217. RELEASE OF EASEMENTS HANCOCK (2)	1,500.00	517. RELEASE OF EASEMENTS HANCOCK (2)	1,500.00
218.		518.	
219.		519.	
220. Total paid by/for borrower:	3,415,585.00	**520. Total reduction in amount due seller:**	337,545.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	3,417,085.00	601. Gross amount due to seller (line 420)	3,410,000.00
302. Less amount paid by/for borrower (line 220)	3,415,585.00	602. Less total reduction in amount due seller(line 520)	337,545.00
303. CASH (X)FROM ()TO BORROWER	1,500.00	**603. CASH ()FROM (X)TO SELLER**	3,072,455.00

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principle residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide SURETY TITLE AGENCY (801) 495-4300 with your correct taxpayer identification number.
If you do not provide SURETY TITLE AGENCY (801) 495-4300 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

SOUTH JORDAN CITY, A UTAH MUNICIPAL CORPORATION

L. Settlement Charges	8/30/05 10:23 PM	File Number: 78913	
700.	Total sales/broker commission	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
	Division of commission (line 700) as follows:		
701.	$		
702.	$		
703.	Commission paid at settlement		
704.			
800.	Items payable in connection with loan		
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee		
804.	Credit report		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.	Tax Service Fee		
809.	Flood Certification Fee		
810.	Underwriting Fee		
811.	Document Preparation Fee		
812.	Processing Fee		
813.	Wire Fee		
814.	Yield Spread Premium		
815.			
900.	Items required by lender to be paid in advance		
901.	Interest from		
902.	Mortgage insurance premium for		
903.	Hazard insurance premium for		
904.			
905.			
1000.	Reserves deposited with lender		
1001.	Hazard insurance		
1002.	Mortgage insurance		
1003.	City property taxes		
1004.	County property taxes		
1005.	Annual assessments (maint.)		
1006.			
1007.			
1008.			
1009.	Aggregate Adjustment		
1100.	Title charges		
1101.	Settlement or closing fee to SURETY TITLE AGENCY	150.00	150.00
1102.	Abstract or title search		
1103.	Title examination		
1104.	Title insurance binder		
1105.	Document preparation		
1106.	Notary fees		
1107.	Attorney's fees to		
	includes above items no.:		
1108.	Title insurance to SURETY TITLE AGENCY		7,670.00
	includes above items no.:		
1109.	Lender's coverage		
1110.	Owner's coverage $3,330,000.00 $7,670.00		
1111.	EXTENDED OWNERS POLICY to SURETY TITLE AGENCY	3,835.00	
1112.	Courier Fee		
1113.	Wire Fee		
1114.	Reconveyance/Clearing Fee		
1115.	Express Fee		
1200.	Government recording and transfer charges		
1201.	Recording fees: Deed $100.00	100.00	
1202.	City/county tax/stamps:		
1203.	State tax/stamps:		
1204.			
1205.	Recording Fee VANCE to SURETY TITLE AGENCY		75.00
1206.	Release Easements/Hancock to SURETY TITLE AGENCY		50.00
1300.	Additional settlement charges		
1301.	Survey		
1302.	Pest inspection		
1303.			
1304.			
1305.			
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	4,085.00	7,945.00

SURETY TITLE AGENCY
TRUST ACCOUNT
6770 South 900 East #200
Midvale, Utah 84047
PH. (801) 563-7540

BANK OF UTAH
9320 SOUTH STATE STREET
SANDY, Utah 84070

4-2341

8/26/2005

File : 78913

Pay Three Thousand and 00/100 Dollars

$ ****$3,000.00

Void After Six Months

To the order of HANCOCK FAMILY TRUST
FORREST HANCOCK TRUSTEE
RENAE HANCOCK TRUSTEE

Security features are included. Details on back.

MP

⑈4234⑆ ⑆124300107⑆ 1502 7789⑈

4-2341

File : 78913
Buyer : ARBOR GARDNER, LC
Seller : SOUTH JORDAN CITY, A UTAH MUNICIPAL CORPORATION; MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH
Escrow Officer : JENNIFER ROBERT
Property Address :
Legal Description : , Township 3 South, Range 1W West, Salt Lake County, Utah

Associated File Number :

(112) RELEASE OF EASEMENTENTRY NO. 4231721 and
5055793 - $3,000.00

BANK OF UTAH
9320 SOUTH STATE STREET
SANDY, Utah 84070

4-2341

8/26/2005

To the order of HANCOCK FAMILY TRUST
FORREST HANCOCK TRUSTEE
RENAE HANCOCK TRUSTEE

$ ****$3,000.00

File : 78913
Buyer : ARBOR GARDNER, LC
Seller : SOUTH JORDAN CITY, A UTAH MUNICIPAL CORPORATION; MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH
Escrow Officer : JENNIFER ROBERT
Property Address :
Legal Description : , Township 3 South, Range 1W West, Salt Lake County, Utah

Associated File Number :

(112) RELEASE OF EASEMENTENTRY NO. 4231721 and
5055793 - $3,000.00

WHEN RECORDED RETURN TO:

Name: SURETY TITLE AGENCY
Address: 1665 WEST 10600 SOUTH
SOUTH JORDAN, UT 84095

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the following easement be terminated as described below:

Utah Department of Natural Resources, Division of Parks and Recreation, in favor of Forrest Hancock and Renae Hancock, Trustees of the Hancock Family Trust, wherein the Grantor agrees to install new field fence with a 10' access gate, location to be determined by Grantee on or before the time of development of trails for Parkway. The Grantor also agrees to provide an 18" culvert from the river to Grantees property for stock watering purposes. Culvert to be installed at an elevation capable of conveying water during low flows of the river; dated February 20, 1985, recorded April 17, 1986, Book 5757, Page 369, Entry No. 4231721

The above stated grantees hereby declare that the easement be fully released, satisfied and discharged; and in consideration thereof the said grantees do hereby release and quitclaim unto the current property owner(s) the premises thereby described below in Salt Lake County, State of Utah.

LEGAL DESCRIPTION:
Attached Exhibit "A"

WITNESS, our hand(s) this _____ day of AUGUST, 2005.

HANCOCK FAMILY TRUST

_____
FORREST HANCOCK, TRUSTEE

_____
~~RENAE HANCOCK~~, TRUSTEE

Notary Public
DONNI WOODS
3189 W 1750 N
Vernal, UT 84078
My Commission Expires
March 31, 2008
State of Utah

STATE OF UTAH
COUNTY OF Uintah

The foregoing instrument was acknowledged before me this 26 day of AUGUST, 2005, by ~~FORREST HANCOCK, TRUSTEE and~~ RENAE HANCOCK, TRUSTEE, OF THE HANCOCK FAMILY TRUST the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

My commission expires 3-31-08. Witness my hand and official seal.

Donni Woods
Notary Public

WHEN RECORDED RETURN TO:

Name: SURETY TITLE AGENCY
Address: 1665 WEST 10600 SOUTH
SOUTH JORDAN, UT 84095

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the following easement be terminated as described below:

Utah Department of Natural Resources, Division of Parks and Recreation, in favor of Forrest Hancock and Renae Hancock, Trustees of the Hancock Family Trust, wherein the Grantor agrees to install new field fence with a 10' access gate, location to be determined by Grantee on or before the time of development of trails for Parkway. The Grantor also agrees to provide an 18" culvert from the river to Grantees property for stock watering purposes. Culvert to be installed at an elevation capable of conveying water during low flows of the river; dated February 20, 1985, recorded April 17, 1986, Book 5757, Page 369, Entry No. 4231721

The above stated grantees hereby declare that the easement be fully released, satisfied and discharged; and in consideration thereof the said grantees do hereby release and quitclaim unto the current property owner(s) the premises thereby described below in Salt Lake County, State of Utah.

LEGAL DESCRIPTION:
Attached Exhibit "A"

WITNESS, our hand(s) this 24 day of AUGUST, 2005.

HANCOCK FAMILY TRUST

Forrest Hancock
FORREST HANCOCK, TRUSTEE

STATE OF UTAH
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 24 day of AUGUST, 2005, by FORREST HANCOCK, TRUSTEE OF THE HANCOCK FAMILY TRUST the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

My commission expires _____. Witness my hand and official seal.

Notary Public

JENNIFER ROBERT
NOTARY PUBLIC • STATE of UTAH
882 EAST 375 NORTH
OREM, UT 84097
COMM. EXP. 11-4-2007

WHEN RECORDED RETURN TO:

Name: SURETY TITLE AGENCY
Address: 1665 WEST 10600 SOUTH
SOUTH JORDAN, UT 84095

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the following easement be terminated as described below:

Easement and the conditions contained therein for ingress and egress, by Lucy A. Soffe, in favor of Forest Hancock; dated January 30, 1959, recorded April 24, 1991, Book 6308, Page 2485, Entry No. 5055793.

The above stated grantee hereby declare that the easement be fully released, satisfied and discharged; and in consideration thereof the said grantee does hereby release and quitclaim unto the current property owner(s) the premises thereby described below in Salt Lake County, State of Utah.

LEGAL DESCRIPTION:
Attached Exhibit "A"

WITNESS, our hand(s) this 26 day of AUGUST, 2005.

Forrest Hancock
FORREST HANCOCK WHO ACQUIRED THE EASEMENT BY THE NAME FOREST HANCOCK

STATE OF UTAH
COUNTY OF Saltlake

The foregoing instrument was acknowledged before me this 26 day of AUGUST, 2005, by FORREST HANCOCK the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

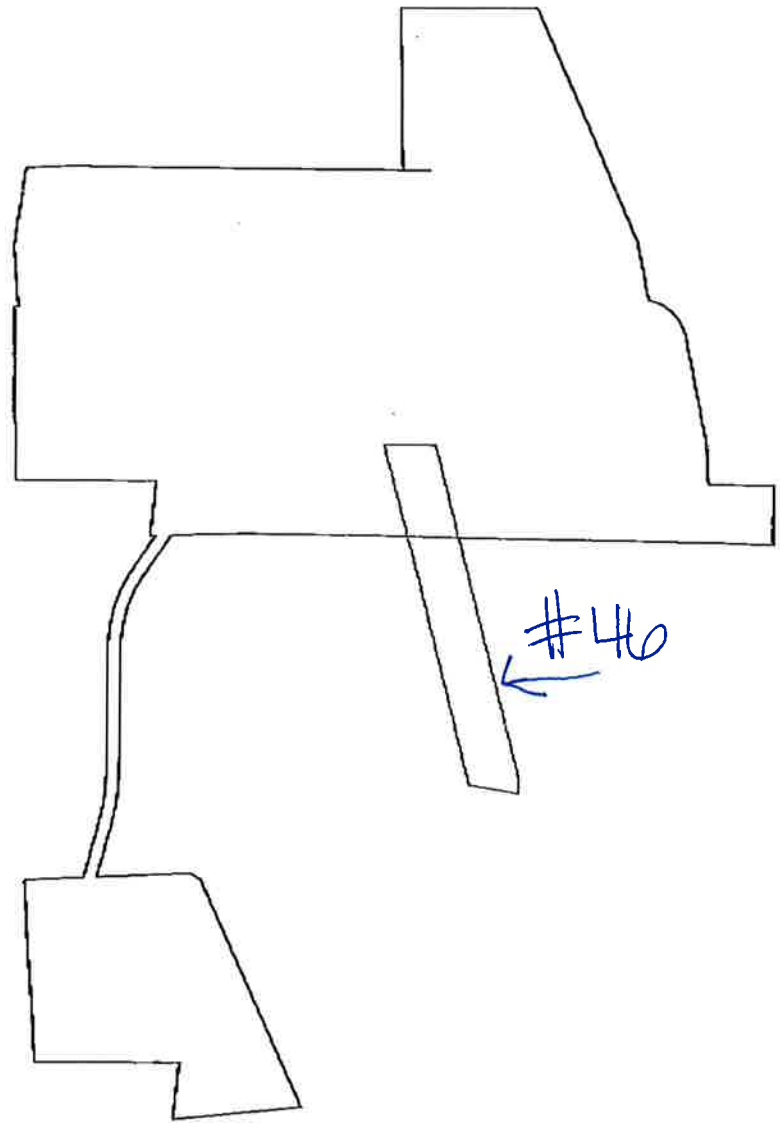
My commission expires _____. Witness my hand and official seal.

Notary Public

JENNIFER ROBERT
NOTARY PUBLIC • STATE of UTAH
882 EAST 375 NORTH
OREM, UT 84097
COMM. EXP. 11-4-2007

Doug -

C: /FASTMAP/
T3S-R1W/
SEC-11/
ARBOR/
MINUVAN1
QCD-369



SURETY TITLE

SCALE: 1"= 400.00 '

BOWEN, COLLINS & ASSOCIATES, INC.
756 EAST 12200 SOUTH
DRAPER, UTAH 84020
PHONE: 801.495.2224
FAX: 801.495.2225

TRANSMITTAL

TO: Gary Whatcott
City of South Jordan
1600 West Town Center Drive
South Jordan, Utah 84095

COPIES:

FROM: Ken Spiers

DATE: July 1, 2004

SUBJECT: Preliminary Geotechnical Investigation

Enclosed is a copy of the subject report per our conversation. Call me if you have any questions.

Applied Geotechnical Engineering Consultants, Inc.

PRELIMINARY GEOTECHNICAL INVESTIGATION

PROPOSED WASTEWATER TREATMENT FACILITY
SOUTH VALLEY SEWER DISTRICT

APPROXIMATELY 700 WEST 10200 SOUTH

SOUTH JORDAN, UTAH

PREPARED FOR:

BOWEN COLLINS AND ASSOCIATES
756 EAST 12200 SOUTH
DRAPER, UTAH 84020

ATTENTION: KEN SPIERS/BOB MAYERS

PROJECT NO. 1030854 **NOVEMBER 19, 2003**

600 West Sandy Parkway • Sandy, Utah 84070 • (801) 566-6399 • FAX (801) 566-6493

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EXECUTIVE SUMMARY

1. Approximately ½ to 1 foot of topsoil overlying approximately 4 to 8 feet of lean clay was encountered at the site. Sand and gravel was encountered below the clay and extends the maximum depth investigated, approximately 59 feet below the existing ground surface.

2. Subsurface water was encountered in the borings at depths ranging from approximately 5 to 6 feet below the existing ground surface when measured 9 to 11 days after drilling.

3. It is our professional opinion that the site is suitable for the proposed development. We understand that additional subsurface exploration, laboratory testing and engineering analysis will be conducted as the building locations, building types and loads and bearing elevations for the proposed structures are determined.

4. The proposed building foundations, tanks, basins and below grade structures may be supported on spread footings bearing on the undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil. Preliminary foundation recommendations are presented in the report.

5. Excavation at the site may be accomplished with conventional excavation equipment. Preliminary recommendations relating to excavation slopes, dewatering and shoring are presented within the report and should be considered in construction planning.

6. Based on the subsurface conditions encountered and our site specific liquefaction analysis, it is our professional opinion that liquefaction is not considered a hazard for the project site.

SCOPE

This report presents the results of a preliminary geotechnical investigation for a proposed wastewater treatment facility for the South Valley Sewer District to be located at approximately 700 West 10200 South in South Jordan, Utah. The report presents the subsurface conditions encountered, laboratory test results and preliminary recommendations for foundation design, construction and development at the site. The study was conducted in general accordance with our proposal dated October 8, 2003.

Field exploration was conducted to obtain information on the subsurface conditions at the site. Samples obtained from the field investigation were tested in the laboratory to determine physical and engineering characteristics of the on-site soil. Information obtained from the field and laboratory investigations was used to define conditions at the site for our engineering analysis and to develop preliminary recommendations for the proposed site development.

This report has been prepared to summarize the data obtained during the study and to present our preliminary conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Preliminary design parameters and a discussion of geotechnical engineering considerations relating to construction are included in the report.

SITE CONDITIONS

The site consists of undeveloped pasture lands and wetland areas. There are no permanent structures or pavements on the site. There is an underground sewer line which extends in an east/west direction through the central portion of the site. Another underground sewer line extends in a north/south direction along the east site boundary.

Water was observed flowing from a concrete structure near the toe of the slope which extends along the west side of the site in an unlined ditch extending across the property to the northeast portion of the site. Generally, the northeast portion of the site consists of marshy wetland areas.

The site is relatively flat with a gentle slope down to the east. There is approximately 2 feet of elevation difference across the site. Vegetation at the site consists of short grasses and occasional weeds. Occasional Russian Olive trees extend along the southeast portion of the site, dense, Russian Olive trees and Tamarisk along the northeast corner portion of the site.

The Jordan River Parkway corridor extends along the east side of the site. The parkway corridor consists of an unpaved horse and animal trail, an asphalt paved pedestrian path and the Jordan River. Mulligans Golf Course and Driving Range extend along the south side of the site. The area consists primarily of grass covered landscaped areas. Undeveloped land, similar to the site, extends north of the site. There is a slope which extends along the west side of the site. The slope slopes moderately down to the east.

FIELD STUDY

The field study was conducted on November 3, 4 and 5, 2003. Four borings were drilled at the approximate locations indicated on Figure 1. The borings were drilled with 8-inch diameter hollow stem auger powered by a truck mounted drill rig. The borings were logged and soil samples obtained by a representative from AGEC. Logs of the subsurface conditions encountered in the borings are presented on Figure 2 with Legend and Notes on Figure 3.

SUBSURFACE CONDITIONS

Approximately ½ to 1 foot of topsoil overlying approximately 4 to 8 feet of lean clay was encountered at the site. Sand and gravel was encountered below the clay and extends the maximum depth investigated, approximately 59 feet below the existing ground surface.

A description of the various soils encountered in the borings follows:

Topsoil - The topsoil consists of lean clay with small amounts of sand. It is moist to very moist, dark brown in color and contains roots and organics.

Lean Clay - The clay contains small amounts of sand. It is soft to very stiff, moist to wet and light gray to dark brownish gray in color.

Laboratory tests conducted on samples of the clay indicate that it has natural moisture contents ranging from 26 to 51 percent and natural dry densities ranging from 67 to 95 pounds per cubic foot (pcf).

An unconfined compressive strength of 590 pounds per square foot (psf) was measured for a sample of the clay tested in the laboratory.

A consolidation test conducted on a sample of the clay indicates that the soil will compress a moderate amount with the addition of light to moderate loads. Results of the consolidation test are presented on Figure 4.

Silt - The silt contains small to moderate amounts of sand and occasional clay layers. It is dense, wet and brown in color.

Sand and Gravel - The well and poorly graded sand and gravel contains small amounts of silt and occasional lean clay and silt layers. The sand and gravel is dense to very dense, to wet and gray to brown in color.

Laboratory tests conducted on samples of the sand and gravel indicate that it has natural moisture contents ranging from 8 to 24 percent and natural dry densities ranging from 103 to 131 pcf.

Results of gradation tests conducted on the sand and gravel are presented on Figures 5, 6 and 7.

Results of the laboratory tests are summarized on Table I and are included on the logs of exploratory borings, Figure 2.

SUBSURFACE WATER

Subsurface water was encountered in the borings at depths ranging from approximately 5 to 6 feet below the existing ground surface when measured 9 to 11 days after excavation/drilling.

Slotted PVC pipe was installed in the borings to facilitate future measurement of the water level. Fluctuations in the water level may occur with time. The evaluation of water level fluctuations is beyond the scope of this report. Generally, the water level is expected to be highest in the spring and summer and lowest in the fall and winter.

PROPOSED CONSTRUCTION

We understand that the proposed construction will include construction of tanks, basins, slabs and buildings. The preliminary locations of the proposed structures are indicated on Figure 1.

We have assumed buildings will consist of one to two-story, steel frame masonry structures with floor slab-on-grade.

We anticipate that tanks, basins and below grade structures may extend to depths ranging from approximately 12 to 20 feet below the existing ground surface. We have assumed that water containing structures will have a water depth of approximately 15 feet.

We understand that additional geotechnical investigation will be conducted once the proposed construction, building type and location and estimated building loads are defined. If the proposed construction is significantly different from what is described above, we should be notified so that we can reevaluate the recommendations given.

PRELIMINARY RECOMMENDATIONS

Based on the subsurface conditions encountered, laboratory test results, our understanding of the proposed construction and our experience in the area, the following recommendations are given:

A. Site Grading

Final site grading plans were not available at the time of our field investigation. We anticipate that there will be relatively minor amounts of cut and fill (less than approximately 2 feet) required for the project. Fill placed for the project should be placed as soon as possible prior to building construction.

1. Subgrade Preparation

Prior to placing site grading fill or base course, all topsoil, organics, unsuitable fill, debris and other deleterious material should be removed.

The upper soil consists primarily of lean clay with moderate to high moisture content. The upper natural soil will result in construction access difficulties for rubber-tired construction equipment when the upper soil is very moist to wet such as in the winter or spring or at times of prolonged rainfall or if excavations extend down near the free water level. Care will be required to minimize disturbance of the natural soil during construction. Placement of granular fill will generally improve site access for construction. Granular fill for subgrade stabilization should consist of sand and gravel with less than 15 percent passing the No. 200 sieve. Generally 1 to 2 feet of granular fill is needed to support limited traffic from moderately loaded rubber-tired construction equipment above very moist to wet clay and silt.

2. Materials

Materials placed as fill to support structures should be non-expansive granular soil. The natural clay is not suitable for use as structural fill, but may be used in pavement areas or as utility trench backfill, if the topsoil, organics and other deleterious materials are removed or it may be used in landscaping areas. The sand and gravel, exclusive of oversized particles, organics and other deleterious materials may be considered for use as structural fill.

The natural soils are generally near or above the optimum moisture content and will require drying prior to use as fill. Drying of the soil may not be practical during cold or wet periods of the year.

Free-draining granular fill with less than 5 percent passing the No. 200 sieve should be used as fill below the subsurface water level.

3. Compaction

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D-1557.

Fill To Support	Compaction
Buildings, Foundations, Tank and Basin Floors	≥ 95%
Concrete Flatwork and Pavement	≥ 90%
Landscaping	≥ 85%
Subgrade Wall Backfill	85 - 90%

To facilitate the compaction process, fill should be compacted at a moisture content within 2 percent of the optimum moisture content.

The fill should be placed and compacted in thin enough lifts to allow for proper compaction.

Fill placed for the project should be frequently tested for compaction.

B. Excavations

Excavation at the site can be accomplished with typical excavation equipment. A flat cutting edge should be considered for excavation equipment when excavating near the

proposed structure bearing elevation in fine grain soil to reduce disturbance of the natural soil that will remain below the proposed structure.

We anticipate that excavations for below grade structures will extend to depths on the order 12 to 20 feet below the existing ground surface (approximately 10 to 17 feet below the subsurface water level). If excavations extend below the subsurface water level, care should be taken to dewater the excavations prior to excavation and placement of structural fill or concrete. The water level should be maintained below the base of the excavation during fill placement and compaction. Free-draining granular fill with less than 5 percent passing the No. 200 sieve should be used as fill below the subsurface water level.

1. Shoring

   Care should be taken to maintain the stability of excavations during construction. Proper side slopes or shoring should be provided for safety of workers and to support any adjacent structures or utilities. Shoring and trench boxes should be designed to restrain the soil mass along with surcharge from construction equipment adjacent construction facilities and other loads.

2. Unretained Cut Slopes

   We anticipate that temporary unretained cut slopes may be constructed at approximately 2:1 (horizontal to vertical). The cut slopes indicated assume that the excavations will be properly dewatered. If water is allowed to flow into the excavations, slopes will need to be significantly flatter. Additional observation and consultation relating to excavation slopes may be provided by a qualified engineer during the construction process.

C. Excavation Dewatering

Based on the water levels measured in the borings at the time of our investigation and the anticipated depths for below grade structures to be constructed at the site, we anticipate that the water level will need to be lowered on the order of 10 to 17 feet.

Generally, dewatering will be required from outside the excavation in areas of natural sand and gravel. Installation of shoring such as sheet piling may allow for dewatering inside the excavation. Care should be provided to prevent the sand and gravel from flowing into the excavation. Excavation dewatering may be accomplished by installing closely spaced wells outside the excavation area. The wells should be located and installed to depths which will lower the water level below the base of the excavation prior to excavation.

Caution should be taken during excavation to prevent water from flowing up into the excavation causing a "quick condition". A "quick condition" will reduce the density of the natural soil and may be disturb relatively large areas of soil. To reduce the risk of developing a "quick condition", we recommend that the free water level be maintained at least 2 feet below the base of the excavation during construction where the base of the excavation is in sand.

The quantity of water produced from the excavation will depend on the depth and size of area dewatered along with the effect of the soil at the base of the excavation. Additional dewatering estimates may be provided with additional information relating to the proposed construction. A pump test could also be conducted to better estimate dewatering quantities.

D. Foundations

Tanks, basins, slabs and buildings may be supported on the undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil.

1. Bearing Material

   Ideally, all topsoil, unsuitable fill, organics, debris and other deleterious materials should be removed from below proposed building areas and structures. Placement of free-draining structural fill may be needed below proposed building structures to facility dewatering and provide a working surface for construction of foundations.

2. Anticipated Bearing Pressures

   Spread footings bearing on the undisturbed natural soil may be designed using an allowable net bearing pressure of 1,000 psf. Footings bearing on the undisturbed natural sand and gravel may be designed using an allowable net bearing pressure ranging from 2,500 to 3,500 psf. Higher bearing pressures may be possible in the sand and gravel.

3. Settlement

   Anticipated settlements will depend on the building size and loads, bearing elevation and subsurface conditions. Estimated settlements along with additional foundation recommendations will be provided following the final geotechnical investigation.

E. Concrete Slab-on-Grade

Concrete slabs may be supported on the undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil. All topsoil, organics, debris and other deleterious materials should be removed below proposed floor slab areas.

F. Seismicity, Faulting and Liquefaction

1. Seismicity

Listed below is a summary of the site parameters for the International Building Code 2000.

a.	Site Class	D
b.	Short Period Spectral Response Acceleration, S_S	1.30g
c.	One Second Period Spectral Response Acceleration, S_1	0.532g

2. Faulting

There are no mapped active faults extending through the project site. The closest mapped fault, which is considered active, is the Wasatch Fault located approximately 4½ miles southeast of the site (Salt Lake County, 1995).

3. Liquefaction

The Salt Lake County liquefaction hazard map (Salt Lake County, 1995) indicates that the site is located in an area mapped as having a "high" liquefaction potential. The "high" designation represents a greater than 50 percent probability that the soil may be subjected to seismic ground shaking sufficient to result in liquefaction in a 100 year time period.

Research indicates that the soil type most susceptible to liquefaction during a large magnitude earthquake is loose, clean sand. In order for liquefaction to occur, the soil must be saturated. The liquefaction potential for soil tends to decrease with an increase in fines content and density.

A site-specific evaluation of the liquefaction potential was conducted in conjunction with this preliminary study. The clay and soil above the free water level are not susceptible to liquefaction. The sand and gravel encountered below the free water level are relatively dense. Based on the subsurface conditions encountered to the depth investigated, our understanding of geologic conditions in the area and our engineering analysis, it is our professional opinion that the site has a "very low" potential for liquefaction and liquefaction is not considered a hazard for the project.

G. Water Soluble Sulfates

One sample of the soil was tested in the laboratory for water soluble sulfate content. The test results indicate there is less than 0.1 percent water soluble sulfate in the sample tested. Based on the results of the test and published literature, the natural soil possess negligible sulfate attack potential on concrete. The concentration of water soluble sulfates present in the soil at the site indicates that sulfate resistant cement is not needed for concrete placed in contact with the natural soil. Other conditions may dictate the type of cement to be used in concrete for the project.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for preliminary design purposes. The preliminary conclusions and recommendations included within the report are based on the information obtained from the borings drilled at the approximate locations indicated on Figure 1, the results of laboratory tests and our experience in the area. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface conditions, proposed construction or groundwater level are found to be significantly different from those described above, we should be notified to reevaluate our recommendations.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

LICENSED PROFESSIONAL ENGINEER
11/19/03
No. 264456
CHRISTOPHER J. BECKMAN
STATE OF UTAH

Christopher J. Beckman, P.E.

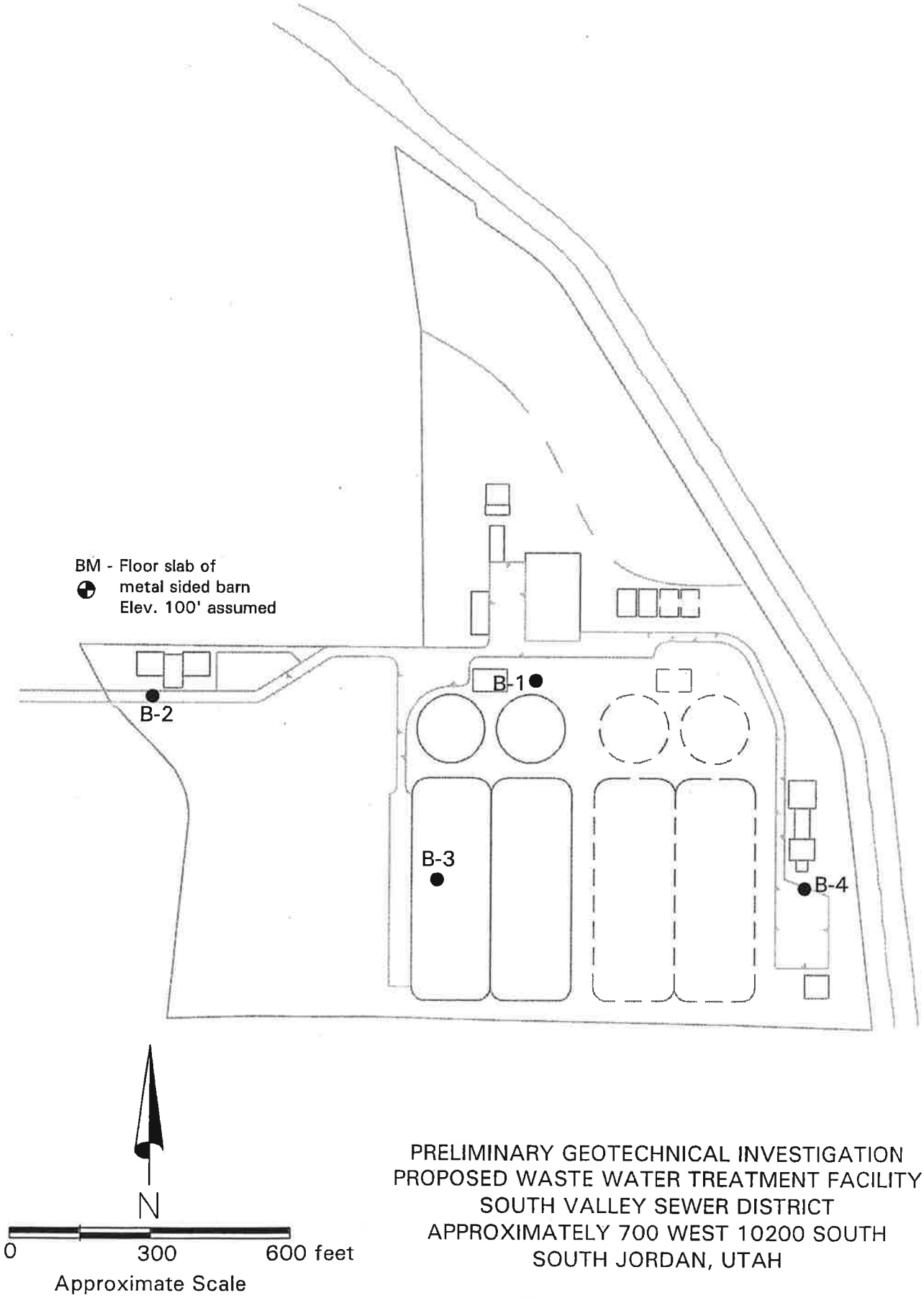
Reviewed by James E. Nordquist, P.E.

CJB/sc

REFERENCES

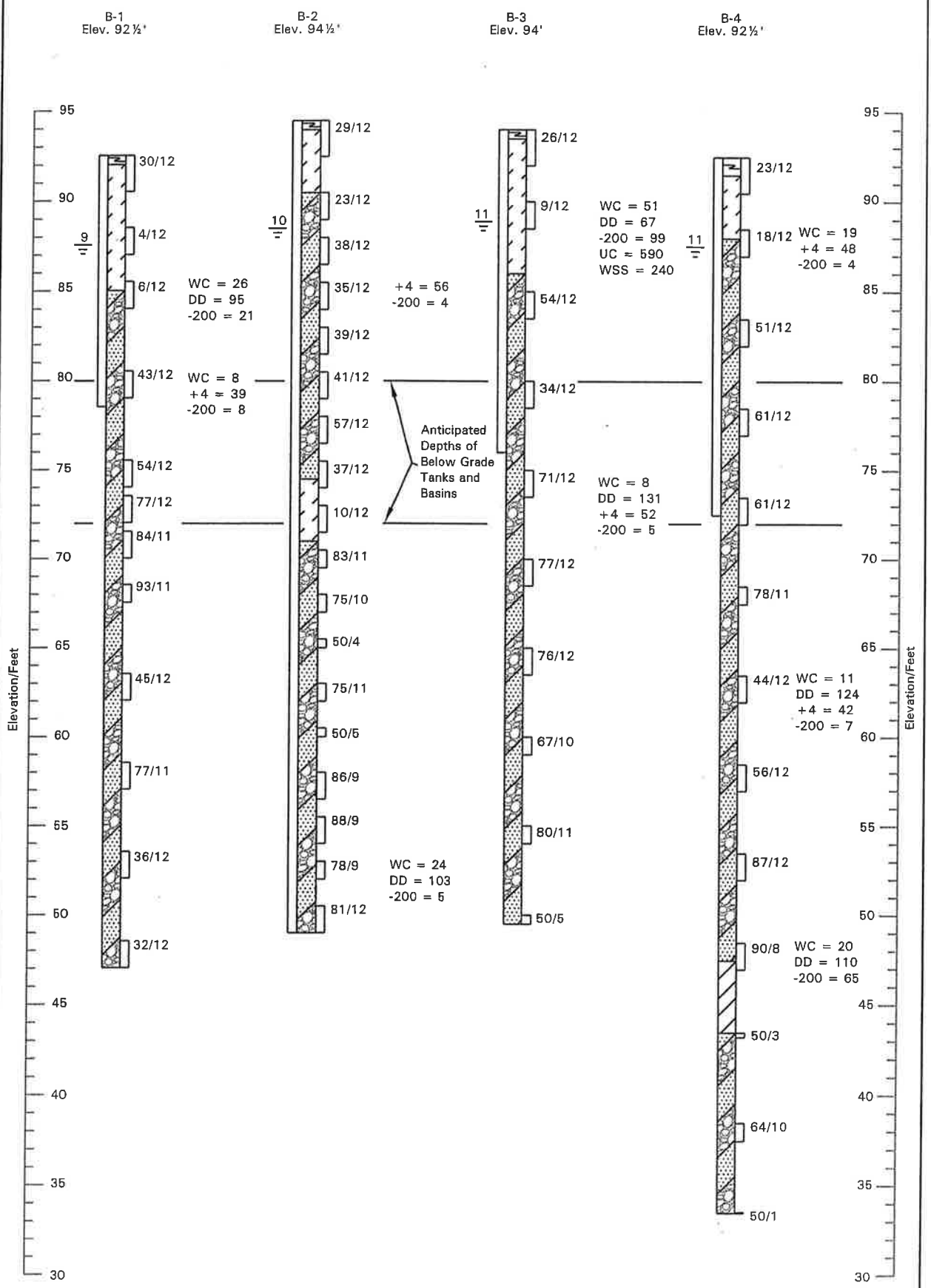
International Building Code, 2000; International Code Council, Inc. Falls Church, Virginia.

Salt Lake County, 1995, Surface Rupture and Liquefaction Potential Special Study Areas Map, Salt Lake County, Utah, adopted March 31, 1989, revised March 1995, Salt Lake County Public Works - Planning Division, 2001 South State Street, Salt Lake City, Utah.



PRELIMINARY GEOTECHNICAL INVESTIGATION
PROPOSED WASTE WATER TREATMENT FACILITY
SOUTH VALLEY SEWER DISTRICT
APPROXIMATELY 700 WEST 10200 SOUTH
SOUTH JORDAN, UTAH

1030854	AGEC	Locations of Exploratory Borings	Figure 1



Approximate Vertical Scale 1" = 8'

See Figure 3 for Legend and Notes

1030854	ARES	Logs of Exploratory Borings	Figure 2

LEGEND:

Topsoil; lean clay, small amounts of sand, moist to very moist, dark brown, roots and organics.

Lean Clay (CL); small amounts of sand, soft to very stiff, moist to wet, light gray to dark brownish gray.

Silt; small to moderate amounts of sand, occasional clay layers, dense, wet, brown.

Well and Poorly Graded Sand and Gravel; small to moderate amounts of silt, dense to very dense, wet, gray to brown.

10/12 California Drive sample taken. The symbol 10/12 indicates that 10 blows from a 140 pound automatic hammer falling 30 inches were required to drive the sampler 12 inches.

Indicates slotted 1½ inch PVC pipe installed in the boring to the depth shown.

11 Indicates the depth to free water and the number of days after drilling the measurement was taken.

NOTES:

1. Borings were drilled on November 3, 4 and 5, 2003 with 8-inch diameter hollowstem auger provided by a truck mounted drill rig.
2. Locations of borings were measured approximately by pacing from features shown on the site plan provided.
3. Elevations of borings were measured with an automatic level and refer to the bench mark shown on Figure 1.
4. The boring locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between the materials shown on the boring logs represent the approximate boundaries between material types and the transitions may be gradual.
6. Water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuations in the water level may occur with time.
7. WC = Water Content (%);
   DD = Dry Density (pcf);
   +4 = Percent Retained on No. 4 Sieve;
   -200 = Percent Passing No. 200 Sieve;
   UC = Unconfined Compressive Strength (psf);
   WSS = Water Soluble Sulfates (ppm).

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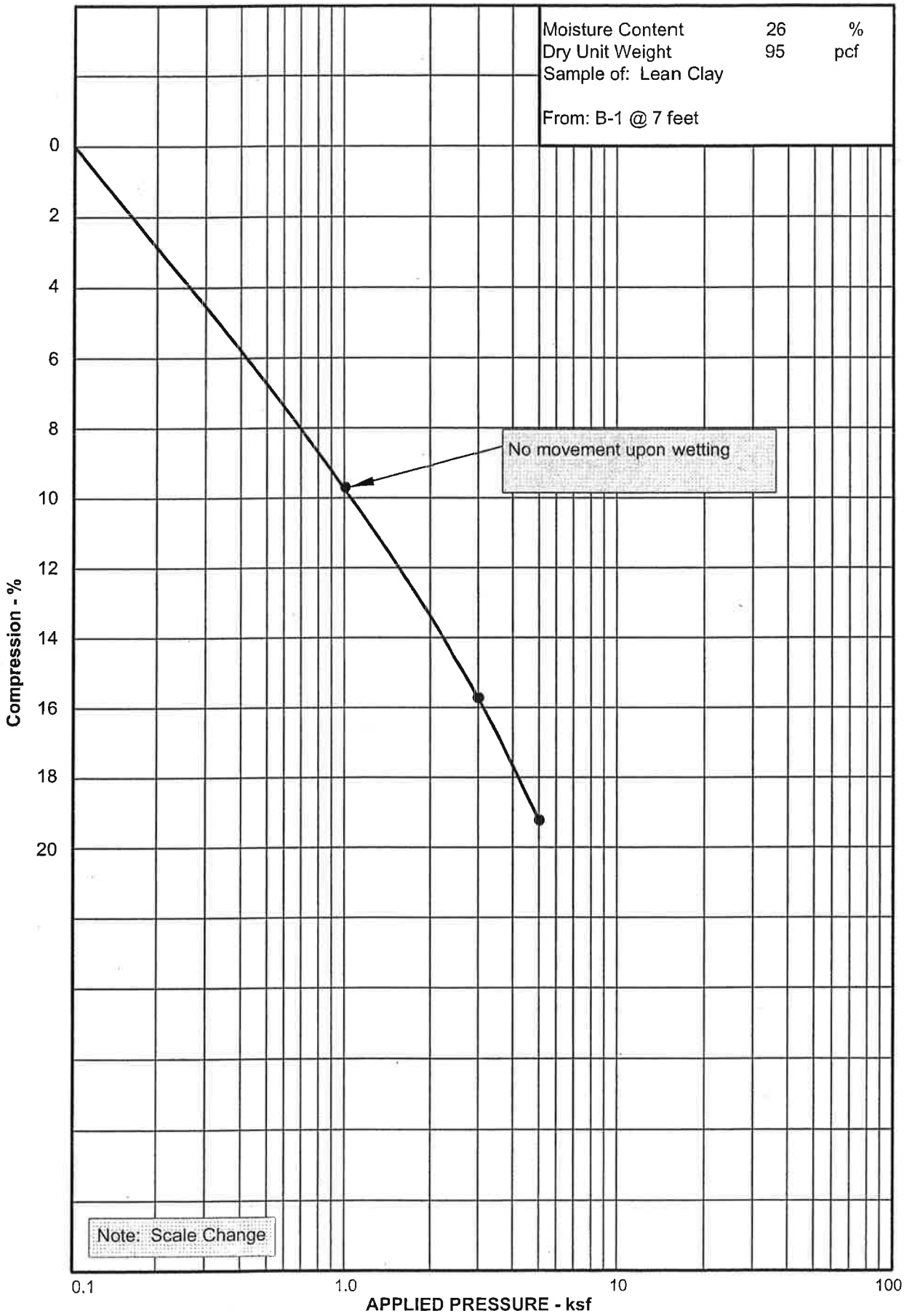

Project No. 1030854 CONSOLIDATION TEST RESULTS Figure 4

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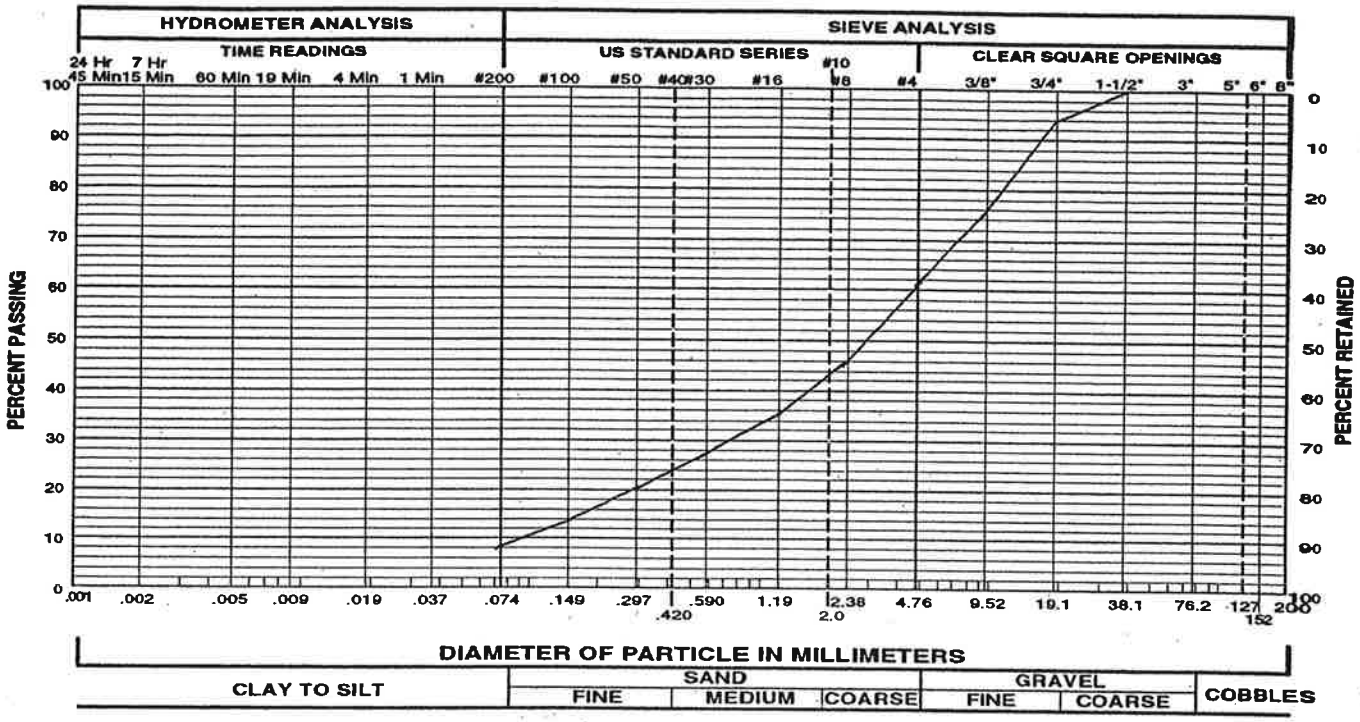
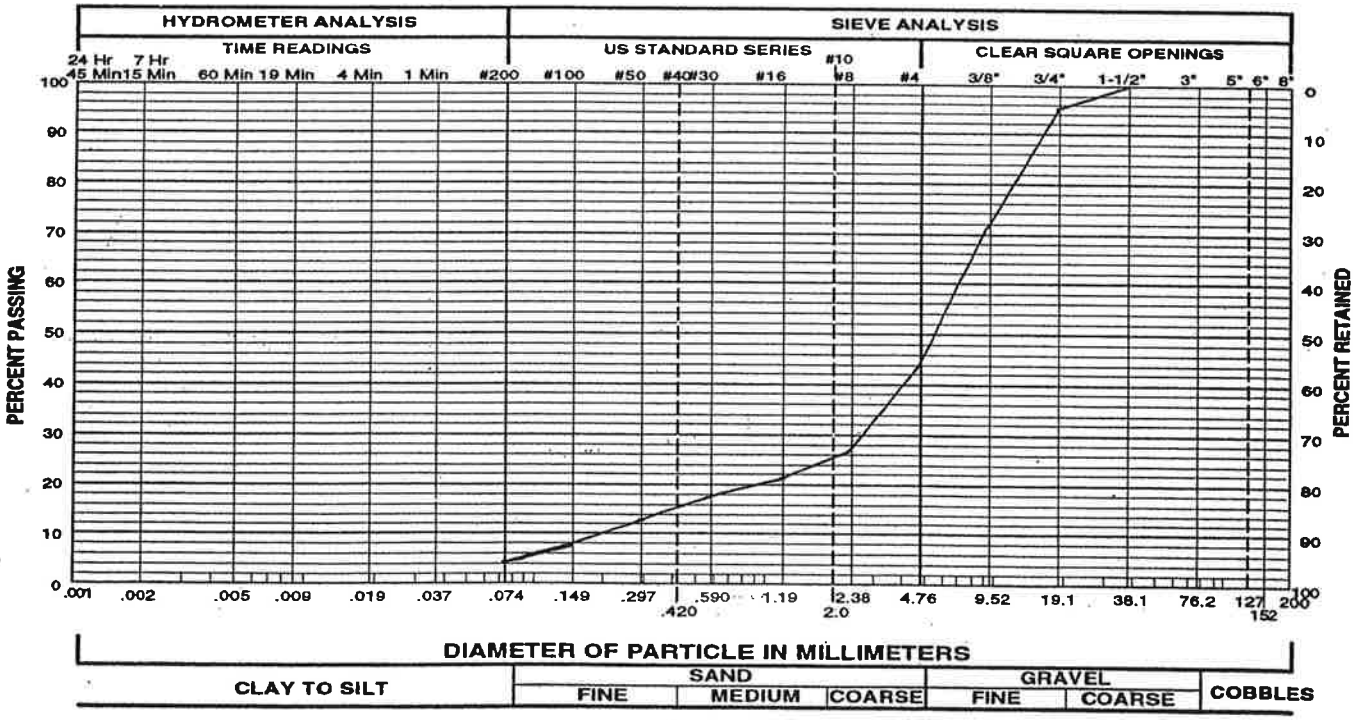


Gravel 39 % Sand 53 % Silt and Clay 8 %

Liquid Limit - % Plasticity Index - %

Sample of Well Graded Sand with Silt and Gravel From B-1 @ 11 feet



Gravel 56 % Sand 40 % Silt and Clay 4 %

Liquid Limit - % Plasticity Index - %

Sample of Poorly Graded Gravel with Sand From B-2 @ 9 feet

Project No. 1030854 **GRADATION TEST RESULTS** Figure 5

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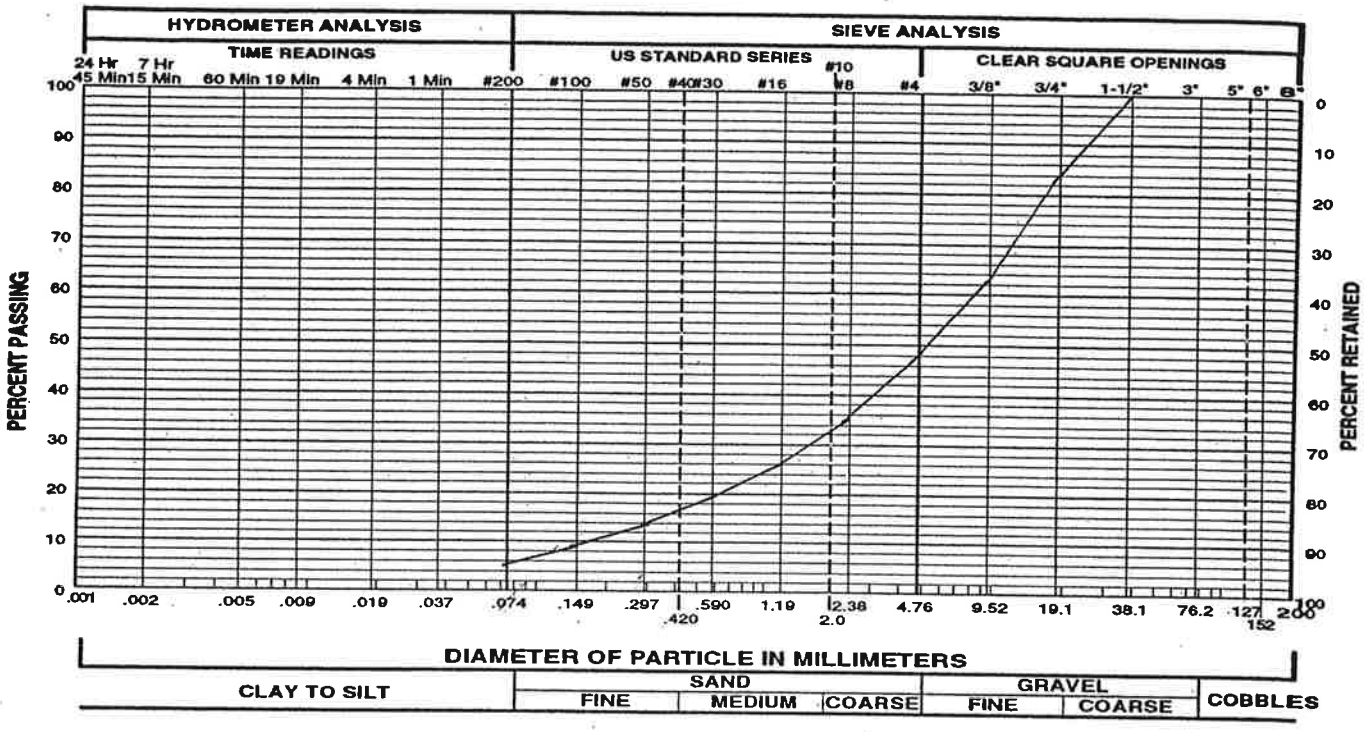
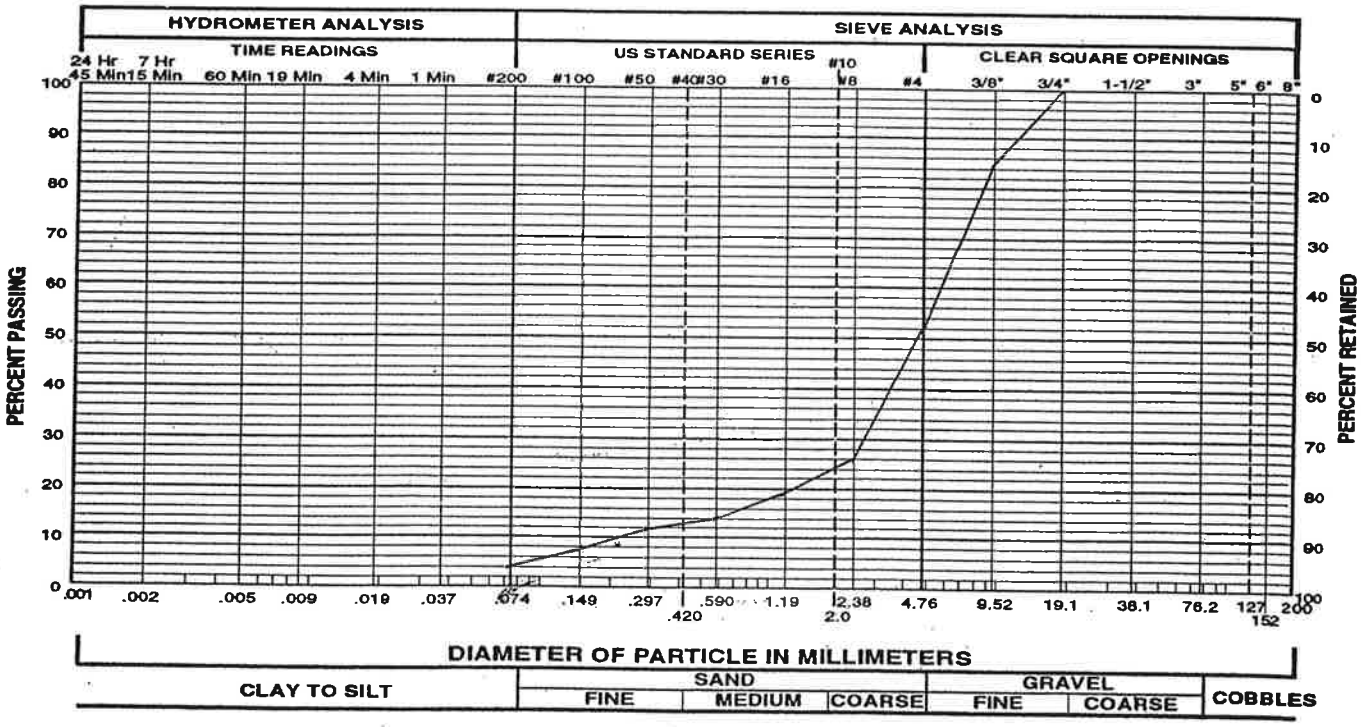


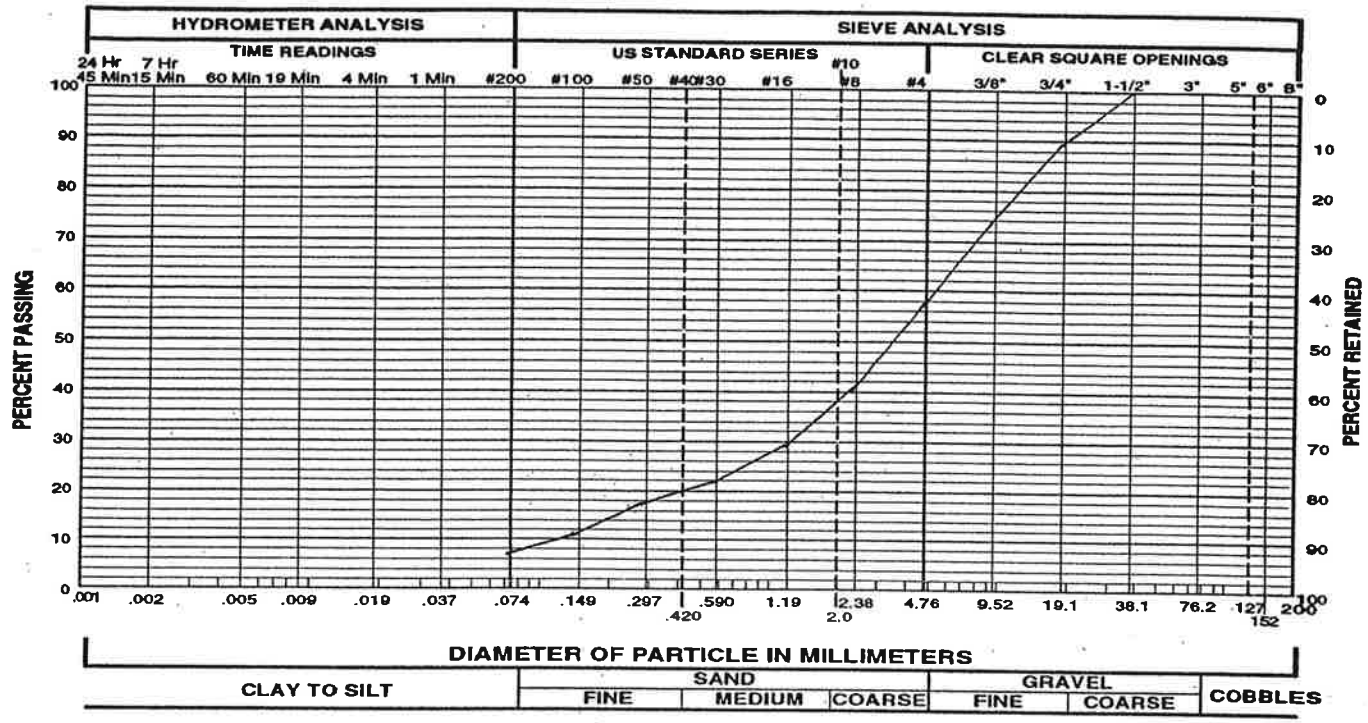
Gravel 52 % Sand 43 % Silt and Clay 5 %
Liquid Limit - % Plasticity Index - %
Sample of Well Graded Gravel with Sand From B-3 @ 19 feet



Gravel 48 % Sand 48 % Silt and Clay 4 %
Liquid Limit - % Plasticity Index - %
Sample of Poorly Graded Gravel with Sand From B-4 @ 4 feet

Project No. 1030854 **GRADATION TEST RESULTS** Figure 6

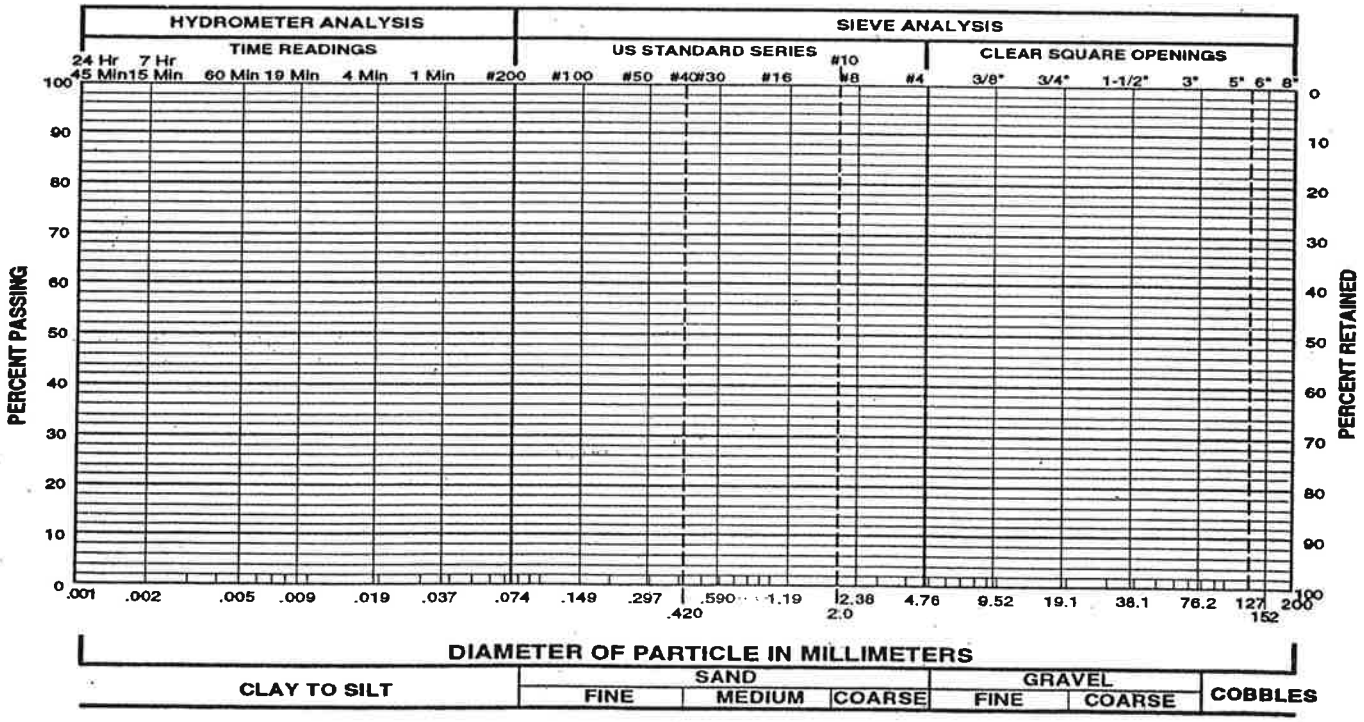
Applied Geotechnical Engineering Consultants, Inc.



Gravel 42 % Sand 51 % Silt and Clay 7 %

Liquid Limit - % Plasticity Index - %

Sample of Well Graded Sand with Silt and Gravel From B-4 @ 29 feet



Gravel_____ % Sand_____ % Silt and Clay_____ %

Liquid Limit_____ % Plasticity Index_____ %

Sample of_____ From_____

Project No. 1030854 **GRADATION TEST RESULTS** Figure 7

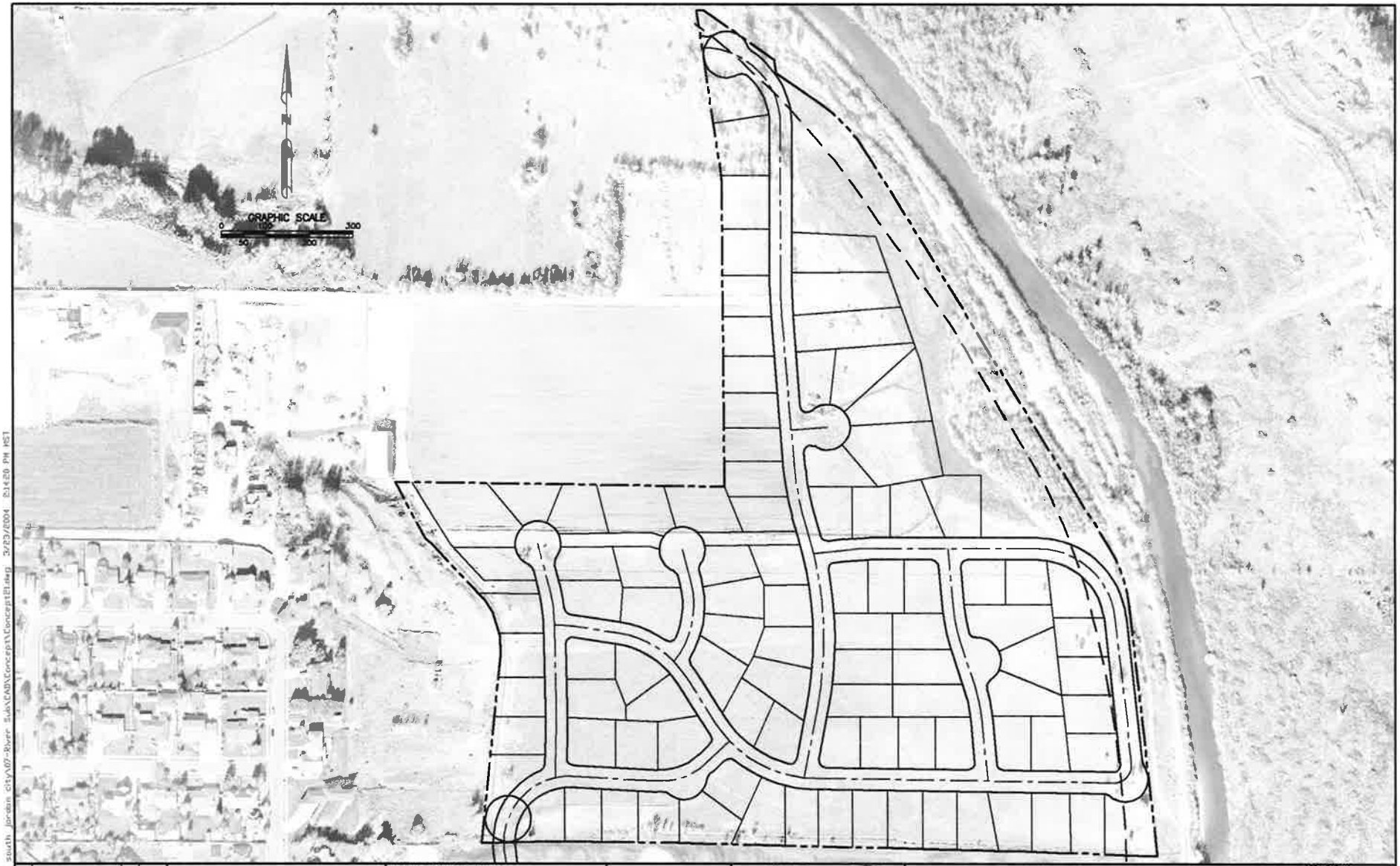
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

TABLE I

SUMMARY OF LABORATORY TEST RESULTS

PROJECT NUMBER 1030854

SAMPLE LOCATION		NATURAL MOISTURE CONTENT (%)	NATURAL DRY DENSITY (PCF)	GRADATION			ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH (PSF)	WATER SOLUBLE SULFATE (ppm)	SAMPLE CLASSIFICATION
BORING	DEPTH (FEET)			GRAVEL (%)	SAND (%)	SILT/ CLAY (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)			
B-1	7	26	95			21					Lean Clay/Silty Sand
	12	8		39	53	8					Well Graded Sand with Silt and Gravel
B-2	9			56	40	4					Poorly Graded Gravel with Sand
	41½	24	103			5					Poorly Graded Sand
B-3	4	51	67	99					590	240	Lean Clay
	19	8	131	52	43	5					Well Graded Gravel with Sand
B-4	4	19		48	48	4					Poorly Graded Gravel with Sand
	29	11	124	42	51	7					Well Graded Sand with Silt and Gravel
	44	20	110			65					Sandy Silt



NO	REVISIONS	BY	DATE

DRAWN — DATE

CHECKED — PROJECT ENGINEER — DATE

APPROVED — PROJECT MANAGER — DATE

SOUTH JORDAN CITY
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095

SOUTH JORDAN CITY

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THE VILLAGE AT RIVERWALK

CONCEPTUAL PLAN

PROJECT NO: 03050.05.007
SHEET NO: 1
FILE NAME: CONCEPT13
SCALE: AS SHOWN

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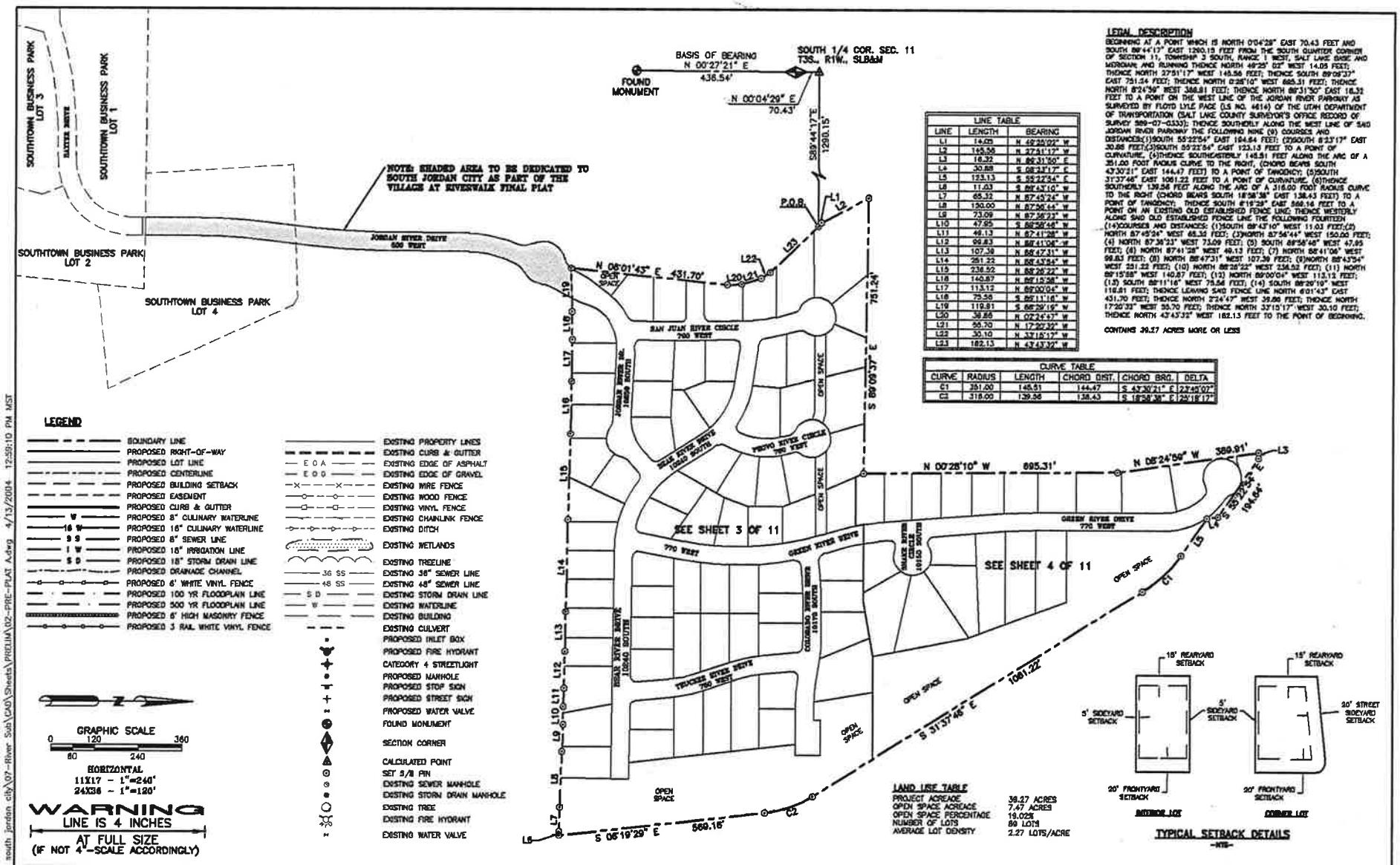

LEGEND

- BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT
- PROPOSED CURB & GUTTER
- PROPOSED 8" CULINARY WATERLINE
- PROPOSED 16" CULINARY WATERLINE
- PROPOSED 8" SEWER LINE
- PROPOSED 18" IRRIGATION LINE
- PROPOSED 18" STORM DRAIN LINE
- PROPOSED DRAINAGE CHANNEL
- PROPOSED 6' WHITE VINYL FENCE
- PROPOSED 100 YR FLOODPLAIN LINE
- PROPOSED 500 YR FLOODPLAIN LINE
- PROPOSED 6' HIGH MASONRY FENCE
- PROPOSED 3 RAIL WHITE VINYL FENCE
- EXISTING PROPERTY LINES
- EXISTING CURB & GUTTER
- EXISTING EDGE OF ASPHALT
- EXISTING EDGE OF GRAVEL
- EXISTING WIRE FENCE
- EXISTING WOOD FENCE
- EXISTING VINYL FENCE
- EXISTING CHAINLINK FENCE
- EXISTING DITCH
- EXISTING WETLANDS
- EXISTING TREELINE
- EXISTING 36" SEWER LINE
- EXISTING 48" SEWER LINE
- EXISTING STORM DRAIN LINE
- EXISTING WATERLINE
- EXISTING BUILDING
- EXISTING CULVERT
- PROPOSED INLET BOX
- PROPOSED FIRE HYDRANT
- CATEGORY 4 STREETLIGHT
- PROPOSED MANHOLE
- PROPOSED STOP SIGN
- PROPOSED STREET SIGN
- PROPOSED WATER VALVE
- FOUND MONUMENT
- SECTION CORNER
- CALCULATED POINT
- SET 5/8 PIN
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TREE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 0°04'29" EAST 70.43 FEET AND SOUTH 89°44'17" EAST 1290.15 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 49°25' 02" WEST 14.05 FEET; THENCE NORTH 37°51'17" WEST 148.56 FEET; THENCE SOUTH 89°09'37" EAST 751.24 FEET; THENCE NORTH 0°28'10" WEST 695.31 FEET; THENCE NORTH 8°24'56" WEST 369.91 FEET; THENCE NORTH 89°31'50" EAST 18.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PACE (LS NO. 4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYOR'S OFFICE RECORD OF SURVEY 389-07-0330); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID JORDAN RIVER PARKWAY THE FOLLOWING NINE (9) COURSES AND DISTANCES:(1)SOUTH 55°22'54" EAST 194.64 FEET; (2)SOUTH 8°23'17" EAST 30.88 FEET;(3)SOUTH 59°22'54" EAST 123.13 FEET TO A POINT OF CURVATURE, (4)THENCE SOUTHEASTERLY 145.51 FEET ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS SOUTH 43°30'21" EAST 144.47 FEET) TO A POINT OF TANGENCY; (5)SOUTH 31°37'46" EAST 1061.22 FEET TO A POINT OF CURVATURE; (6)THENCE SOUTHERLY 139.56 FEET ALONG THE ARC OF A 318.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 18°58'38" EAST 138.43 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 6°19'29" EAST 569.16 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING FOURTEEN (14)COURSES AND DISTANCES: (1)SOUTH 89°43'10" WEST 11.03 FEET;(2) NORTH 87°45'24" WEST 65.35 FEET; (3)NORTH 87°56'44" WEST 150.00 FEET; (4) NORTH 87°38'23" WEST 73.09 FEET; (5) SOUTH 89°58'48" WEST 47.95 FEET; (6) NORTH 87°41'28" WEST 49.13 FEET; (7) NORTH 88°41'06" WEST 99.83 FEET; (8) NORTH 88°47'31" WEST 107.39 FEET; (9)NORTH 88°43'54" WEST 251.22 FEET; (10) NORTH 88°26'22" WEST 236.52 FEET; (11) NORTH 89°15'58" WEST 140.87 FEET; (12) NORTH 89°00'04" WEST 113.12 FEET; (13) SOUTH 88°11'16" WEST 75.56 FEET; (14) SOUTH 88°29'19" WEST 118.81 FEET; THENCE LEAVING SAID FENCE LINE NORTH 4°01'43" EAST 431.70 FEET; THENCE NORTH 2°24'47" WEST 39.86 FEET; THENCE NORTH 17°20'32" WEST 30.70 FEET; THENCE NORTH 33°15'17" WEST 30.10 FEET; THENCE NORTH 42°43'32" WEST 182.13 FEET TO THE POINT OF BEGINNING.

CONTAINS 39.27 ACRES MORE OR LESS

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.05	N 49°25'02" W
L2	148.56	N 37°51'17" W
L3	18.32	N 89°31'50" E
L4	30.88	S 08°23'17" E
L5	123.13	S 59°22'54" E
L6	11.03	S 89°43'10" W
L7	65.35	N 87°45'24" W
L8	150.00	N 87°56'44" W
L9	73.09	N 87°38'23" W
L10	47.95	S 89°58'48" W
L11	49.13	N 87°41'28" W
L12	99.83	N 88°41'06" W
L13	107.39	N 88°47'31" W
L14	251.22	N 88°43'54" W
L15	236.52	N 88°26'22" W
L16	140.87	N 89°15'58" W
L17	113.12	N 89°00'04" W
L18	75.56	S 88°11'16" W
L19	119.81	S 88°29'19" W
L20	39.86	N 02°24'47" W
L21	30.70	N 17°20'32" W
L22	30.10	N 33°15'17" W
L23	182.13	N 42°43'32" W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	351.00	145.51	144.47	S 43°30'21" E	23°45'07"
C2	318.00	139.56	138.43	S 18°58'38" E	25°18'17"

LAND USE TABLE	
PROJECT ACREAGE	39.27 ACRES
OPEN SPACE ACREAGE	7.47 ACRES
OPEN SPACE PERCENTAGE	19.02%
NUMBER OF LOTS	89 LOTS
AVERAGE LOT DENSITY	2.27 LOTS/ACRE

NO.	REVISIONS	BY	DATE

DRAWN JT 3/04/04 DATE
CHECKED BAK PROJECT ENGINEER DATE
APPROVED BNC PROJECT MANAGER DATE

SOUTH JORDAN CITY
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095

SOUTH JORDAN

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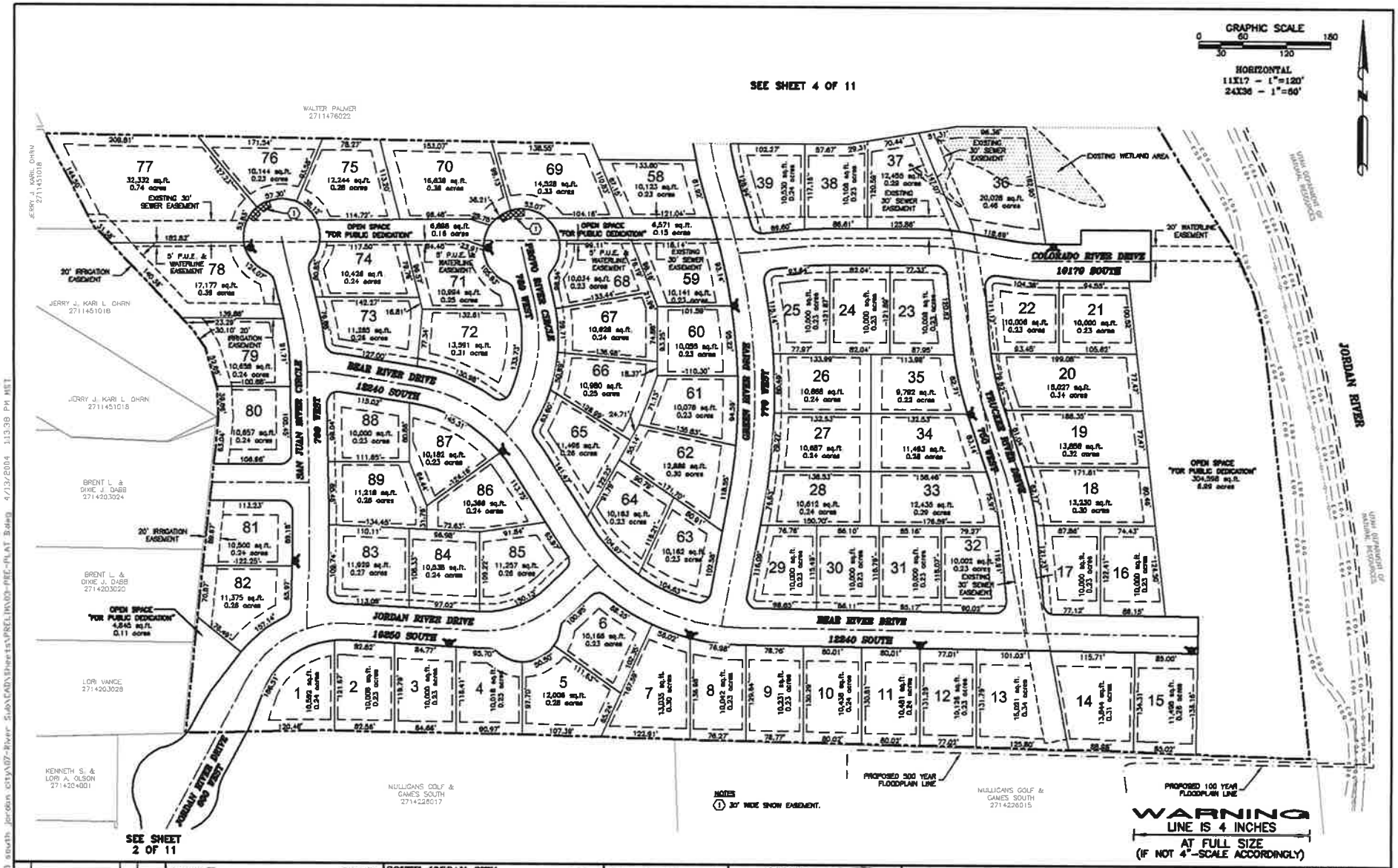
CIVIL SCIENCE
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
766 East Utah Valley Drive
American Fork, UT 84003
PHONE (801)756-0886, FAX (801)756-0886

THE VILLAGE AT RIVERWALK

PRELIMINARY PLAT

PROJECT NO.: 03050.07
SHEET NO. 2 OF 11
FILE NAME: PRE-PLAT A
SCALE: AS SHOWN

G:\2003\03050 south jordan city\07-River Sub\CAD\Sheets\PRELIM\02-PRE-PLAT A.dwg 4/13/2004 12:59:10 PM MST



NO	REVISIONS	BY	DATE

DRAWN JT 3/04/04 DATE
CHECKED BAK PROJECT ENGINEER DATE
APPROVED BMC PROJECT MANAGER DATE

SOUTH JORDAN CITY
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095
SOUTH JORDAN CITY

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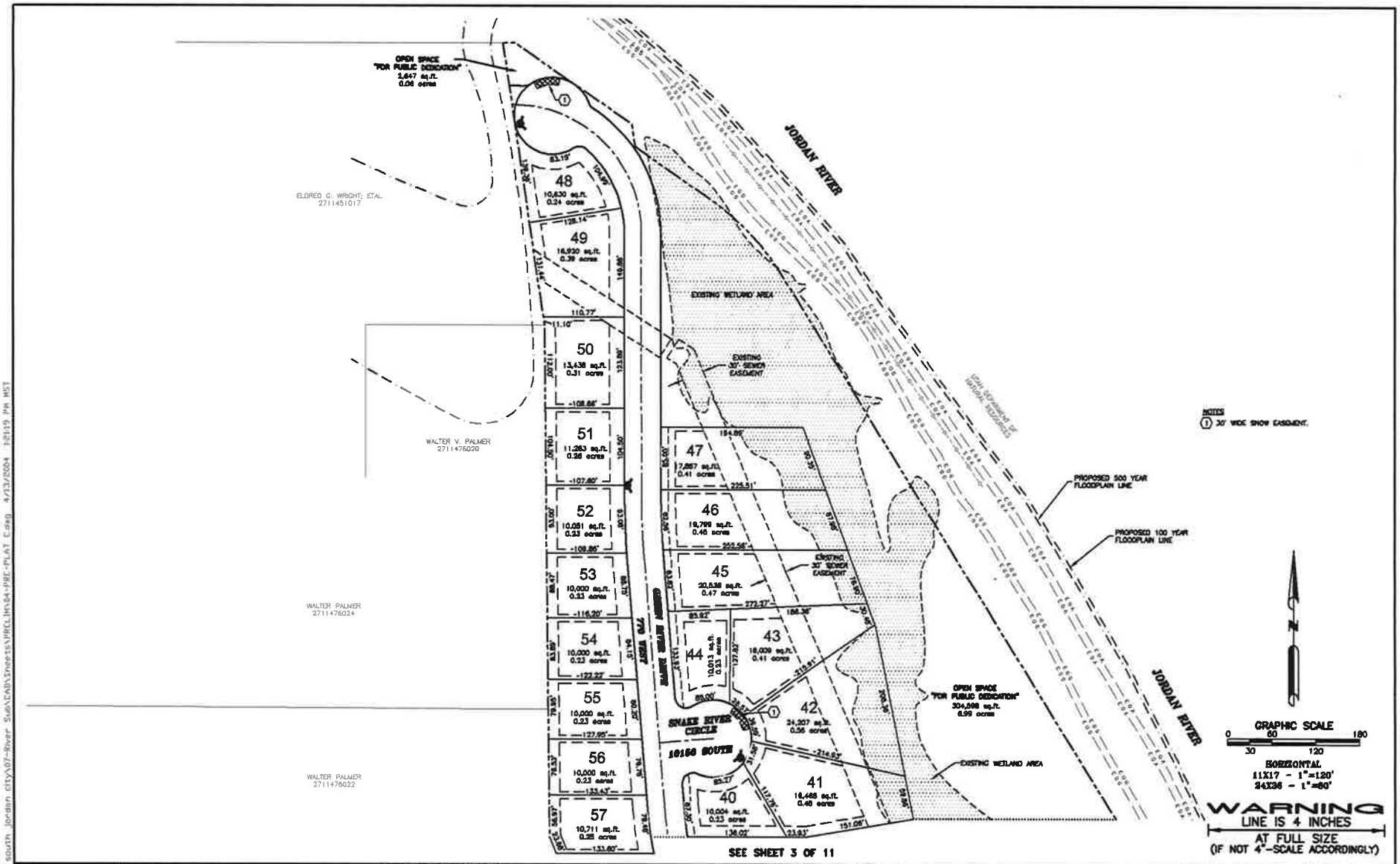
768 East Utah Valley Drive
American Fork, UT 84003

THE VILLAGE AT RIVERWALK

PRELIMINARY PLAT

PROJECT NO.: 03050.07
SHEET NO. 3 OF 11
FILE NAME: PRE-PLAT
SCALE: AS SHOWN

D:\0303\03050 south jordan city\07-River Sub\FAD\Sheets\PRELIMINARY-PRE-PLAT.dwg 4/13/2004 1:13:38 PM MST



SEE SHEET 3 OF 11

NO.	REVISIONS	BY	DATE

DRAWN JT 3/04/04 DATE
CHECKED BAK – PROJECT ENGINEER DATE
APPROVED BMC – PROJECT MANAGER DATE

SOUTH JORDAN CITY
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095

SOUTH JORDAN CITY

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THE VILLAGE AT RIVERWALK

PRELIMINARY PLAT

PROJECT NO.: 03050.07
SHEET NO. 4 OF 11
FILE NAME: PRE-PLAT
SCALE: AS SHOWN

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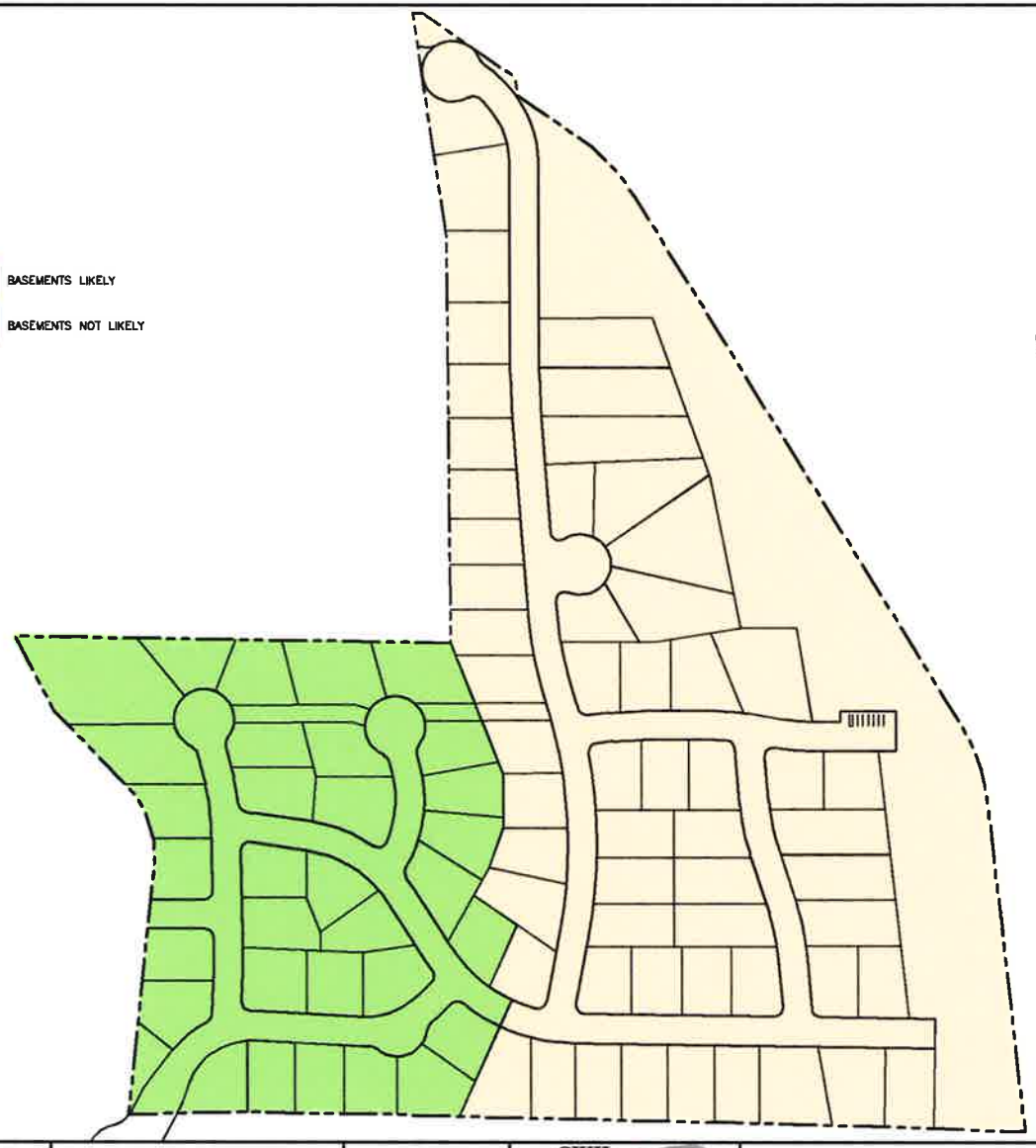

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

NO	REVISIONS	BY	DATE

DRAWN — DATE
CHECKED — PROJECT ENGINEER DATE
APPROVED — PROJECT MANAGER DATE

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American Fork, UT 84003
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THE VILLAGE AT RIVERWALK

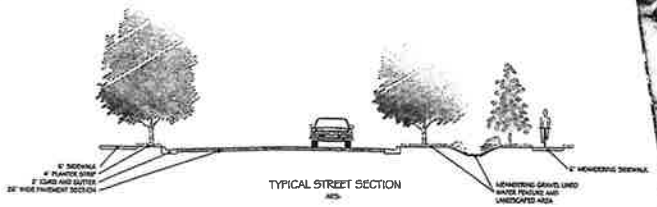
BASEMENT LOCATION EXHIBIT

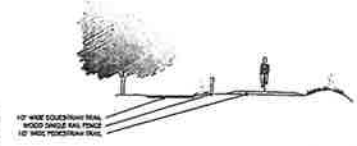
PROJECT NO.: 03050.07
SHEET NO.: 1 OF 1
FILE NAME: ——
SCALE: AS SHOWN

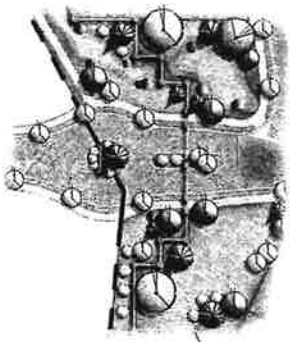
D:\2003\03050 south jordan city\07-River Sub\CADD\Sheets\EXHIBITS\RIVERWALK BASEMENT EXHIBIT.dwg 7/30/2004 11:10:16 AM MST

THE VILLAGE AT RIVER WALK

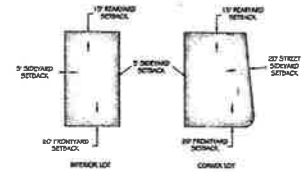
A PLANNED UNIT DEVELOPMENT







ENTRANCE FEATURE DETAIL



LAND USE TABLE

PROJECT ACREAGE	35.84 ACRES
OPEN SPACE ACREAGE	5.34 ACRES
OPEN SPACE PERCENTAGE	12.05 %
NUMBER OF LOTS	84 LOTS
AVERAGE LOT SIZE	12,700 SQFT
AVERAGE LOT DENSITY	2.35 LOTS/ACRE

1	14,092 sq.ft.	0.34 acres	46	11,630 sq.ft.	0.27 acres
2	16,755 sq.ft.	0.38 acres	47	11,200 sq.ft.	0.26 acres
3	15,900 sq.ft.	0.37 acres	48	11,200 sq.ft.	0.26 acres
4	14,537 sq.ft.	0.33 acres	49	13,733 sq.ft.	0.32 acres
5	10,061 sq.ft.	0.23 acres	50	12,339 sq.ft.	0.28 acres
6	10,510 sq.ft.	0.25 acres	51	12,455 sq.ft.	0.29 acres
7	12,465 sq.ft.	0.29 acres	52	11,104 sq.ft.	0.25 acres
8	12,446 sq.ft.	0.29 acres	53	10,302 sq.ft.	0.24 acres
9	12,855 sq.ft.	0.30 acres	54	13,748 sq.ft.	0.32 acres
10	12,324 sq.ft.	0.28 acres	55	14,068 sq.ft.	0.32 acres
11	18,752 sq.ft.	0.43 acres	56	14,758 sq.ft.	0.34 acres
12	11,522 sq.ft.	0.26 acres	57	11,045 sq.ft.	0.25 acres
13	12,128 sq.ft.	0.28 acres	58	10,016 sq.ft.	0.23 acres
14	10,532 sq.ft.	0.24 acres	59	10,601 sq.ft.	0.24 acres
15	10,356 sq.ft.	0.24 acres	60	19,250 sq.ft.	0.44 acres
16	10,343 sq.ft.	0.24 acres	61	19,252 sq.ft.	0.44 acres
17	12,130 sq.ft.	0.28 acres	62	13,674 sq.ft.	0.31 acres
18	11,795 sq.ft.	0.27 acres	63	13,705 sq.ft.	0.31 acres
19	12,631 sq.ft.	0.29 acres	64	13,383 sq.ft.	0.31 acres
20	10,237 sq.ft.	0.23 acres	65	16,208 sq.ft.	0.37 acres
21	10,042 sq.ft.	0.23 acres	66	10,556 sq.ft.	0.25 acres
22	10,000 sq.ft.	0.23 acres	67	10,501 sq.ft.	0.24 acres
23	10,025 sq.ft.	0.23 acres	68	11,107 sq.ft.	0.25 acres
24	10,032 sq.ft.	0.23 acres	69	16,027 sq.ft.	0.37 acres
25	14,701 sq.ft.	0.34 acres	70	11,071 sq.ft.	0.25 acres
26	18,647 sq.ft.	0.42 acres	71	15,352 sq.ft.	0.35 acres
27	12,148 sq.ft.	0.28 acres	72	11,125 sq.ft.	0.26 acres
28	10,748 sq.ft.	0.25 acres	73	14,425 sq.ft.	0.33 acres
29	10,004 sq.ft.	0.23 acres	74	10,525 sq.ft.	0.24 acres
30	10,364 sq.ft.	0.24 acres	75	10,401 sq.ft.	0.24 acres
31	10,306 sq.ft.	0.24 acres	76	10,401 sq.ft.	0.24 acres
32	10,474 sq.ft.	0.24 acres	77	10,414 sq.ft.	0.24 acres
33	10,058 sq.ft.	0.23 acres	78	10,160 sq.ft.	0.23 acres
34	10,000 sq.ft.	0.23 acres	79	11,741 sq.ft.	0.27 acres
35	10,250 sq.ft.	0.24 acres	80	10,257 sq.ft.	0.24 acres
36	15,610 sq.ft.	0.36 acres	81	12,180 sq.ft.	0.28 acres
37	17,753 sq.ft.	0.41 acres	82	12,732 sq.ft.	0.29 acres
38	20,660 sq.ft.	0.48 acres	83	10,456 sq.ft.	0.24 acres
39	23,509 sq.ft.	0.54 acres	84	11,205 sq.ft.	0.26 acres
40	11,381 sq.ft.	0.26 acres	85	10,253 sq.ft.	0.24 acres
41	17,458 sq.ft.	0.40 acres	86	10,250 sq.ft.	0.23 acres
42	17,867 sq.ft.	0.41 acres	87	12,461 sq.ft.	0.29 acres
43	16,587 sq.ft.	0.38 acres	88	10,958 sq.ft.	0.25 acres
44	10,035 sq.ft.	0.23 acres	89	12,958 sq.ft.	0.30 acres
45	12,830 sq.ft.	0.29 acres	90	10,539 sq.ft.	0.25 acres
46	12,307 sq.ft.	0.28 acres	91	11,549 sq.ft.	0.27 acres
47	12,444 sq.ft.	0.29 acres	92	10,000 sq.ft.	0.23 acres

SOUTH JORDAN
UTAH

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768 East Utah Valley Drive
American Fork, UT 84003
(801) 756-6868

SOUTH JORDAN CITY
APPLICATION FOR SUBDIVISION #SUB-2004-42

Subdivision Name: the Villages at River walk
Concept _____ Preliminary _____ Final Plat _____ Waiver _____ Amd _____

OWNER INFORMATION:
Name: ARBOR Res
Address: #45 west 10000 So #301
Business Phone: 801 561-8594 Home Phone: 801 652 6916 Fax: (801) 561-8647

APPLICANT INFORMATION (IF NOT OWNER):
Name: _____ Business: _____
Address: _____
Business Phone: _____ Cell Phone: _____ Fax: _____
(optional)

ENGINEER INFORMATION:
Name: _____ Cert. Number _____
Firm Name: _____ Address: _____
Phone: _____ Fax: _____

SUBDIVISION INFORMATION:
Zone District: _____ Property I.D. # (sidwell) _____
Property Size (acres): _____ Number of Lots: _____
Gross Density: _____ Net Density: _____
Approximate Address: 650 W. 10200 So.

OWNERS AFFIDAVIT

I, (we) _____, being duly sworn depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed _____

subscribed and sworn to before me this _____ day of _____

_____
Notary Public Residing in Salt Lake County, Utah

My Commission Expires _____

Fee: _____
Paid: _____
Received By: _____

The Villages at Riverwalk
South Jordan, UT
Illustrative Concept Plan
Arbor Homes / Liberty Ventures LC

Liberty Ventures LC Property
Area of Property: 5.33 Acres
No. of Dwelling Lots: 9
Density: 1.7 DU/Acre

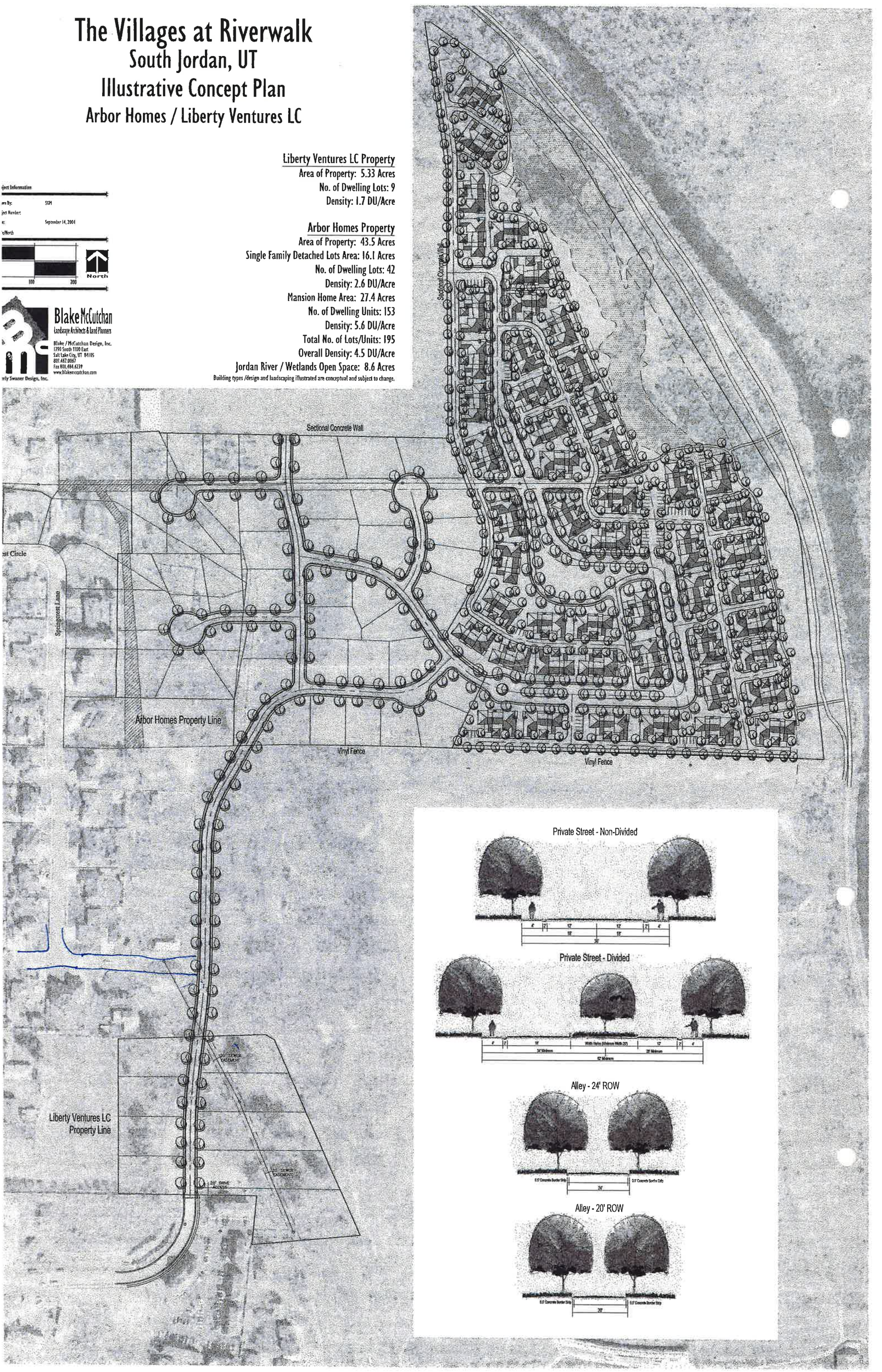
Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42
Density: 2.6 DU/Acre
Mansion Home Area: 27.4 Acres
No. of Dwelling Units: 153
Density: 5.6 DU/Acre
Total No. of Lots/Units: 195
Overall Density: 4.5 DU/Acre
Jordan River / Wetlands Open Space: 8.6 Acres

Building types /design and landscaping illustrated are conceptual and subject to change.

ject Information
wn By: SGM
ject Number:
e: September 14, 2004
e/North

100 200 North

Blake McCutchan
Landscape Architects & Land Planners
Blake / McCutchan Design, Inc.
1390 South 1100 East
Salt Lake City, UT 84105
801.467.0067
Fax 801.484.6339
www.blakemccutchan.com
rly Swanner Design, Inc.



SOUTH JORDAN CITY
PLANNING COMMISSION STAFF

Application withdrawn before review by Planning Commission

TO: South Jordan City Planning Commission

FROM: Judy Hansen, Planner II

DATE: September 14, 2004

SUBJECT: **PUBLIC HEARING, FILE #LUA-2004-1 AMEND THE CITY'S FUTURE LA APPROXIMATELY 27.61 ACRES GENE 800 WEST 10000 SOUTH FROM LOW-DENSITY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL, ARBOR RESIDENTIAL PROPERTIES L.C. (APPLICANT).**

BACKGROUND

The subject property was before the Planning Commission for both a Land Use Amendment and a Zoning Amendment on March 24, 2004. The application was to change the Future Land Use Plan Map from Recreation- Open Space to Low Density Residential and to rezone the property from A-5 to R-2.5. At that time, the Planning Commission recommended denial by a 4-0 vote. The City Council approved both changes on April 6, 2004.

Arbor Residential Properties L.C. has a sale pending with the City on the property and they are requesting to change the Future Land Use Plan Map from Low-Density Residential to High Density Residential to allow for up to 6 units per acre. The subject property is the portion of the property east of the existing sewer line. This area would be unable to have basements due to high ground water and the potential buyer feels that this does not allow him the highest, best use of the property. With the increased density, the owner would be allowed more homes to compensate for the loss of basements. The land use designation for the remainder of the property west of the sewer line would remain Low-Density Residential.

RECOMMENDATION

Staff recommends receiving public input and forwarding a favorable recommendation to the City Council.

Greg Schindler

Greg Schindler, AICP
Senior Planner

Jesse Burbidge
Deputy Director Community Development

Cut Now better

City of South Jordan

1600 W. Towne Center Drive, South Jordan UT 84095 Phone (801) 254-3742 FAX (801) 253-5235

PLANNING & ZONING APPLICATION REZ-2004-16

☐ CONDITIONAL USE PERMIT ☐ CONCEPT PLAN ☐ SITE PLAN

☐ GENERAL PLAN AMENDMENT ☐ BOARD OF ADJUSTMENT ☒ REZONING

NAME ARBOR Residential Properties L.C.

MAILING ADDRESS 45 West 10000 South Suite 301

CITY, STATE, ZIP Sandy, Utah 84070

TELEPHONE 801 564-8594 FAX 801 561-8647

AGENT John Gunt

MAILING ADDRESS Same as above

CITY, STATE, ZIP SAME

TELEPHONE FAX

SUBJECT PROPERTY ADDRESS/PARCEL NUMBER/ACREAGE 27.61 ACRES

650 W. 10000 So. Approx

ZONE DISTRICT R-2.5

IF REZONE OR GENERAL PLAN CHANGE: FROM R-2.5 TO RM-6

PROPOSED USE: Residential - Multi family

Fee $ 515.00 Date Received: 8-27-04 Accepted By: [illegible]

State of Utah }
County of Salt Lake }
City of South Jordan }

I (We), ARBOR RESIDENTIAL PROPERTIES, being duly sworn, depose and say that I (We) am (are) the owner (s) or authorized agent (s) of the owner of the property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all aspect true and correct to the best of my (our) knowledge and belief.

Signed [signature]

Subscribed and sworn to before me this 27 day of August, 2004.

JUDITH M HANSEN
NOTARY PUBLIC • STATE of UTAH
1600 WEST TOWNE CENTER DRIVE
SOUTH JORDAN UT 84095
MY COMMISSION EXPIRES: 03-03-2008

[signature]
Notary Public in Salt Lake County, Utah

My commission expires: 03-03-08

AGENT AUTHORIZATION

I (We), ~~Arbor~~ South Jordan City, the owner (s) of real property at RIVERNAUK, South Jordan, Utah do hereby appoint John Gust as my (our) agent to represent me (us) with regard to this application affecting the above real property and do authorize John Gust _____ to appear on my (our) behalf before any City Boards regarding this application.

Dated this 25th day of AUGUST, 2004

Signed [signature]
Owner's Signature

On the 25 Aug 2004 day of John Gust personally appeared before me _____, the signer (s) of the above instument who duly acknowledged to me that executed same.

Sharon Lewis
Notary Public Residing in Salt Lake County, Utah

SHARON LEWIS
NOTARY PUBLIC - STATE OF UTAH
4781 South 3040 West
Salt Lake City, UT 84118
My Comm. Exp. 09/16/2005

My commission expires: 9-16-05

SOUTH JORDAN CITY
PLANNING COMMISSION STA

Application Withdrawn before review by Planning Commission

TO: South Jordan City Planning Commission

FROM: Judy Hansen, Planner II

DATE: September 14, 2004

SUBJECT: **PUBLIC HEARING, FILE REZ-2004-16, APPLICATION TO AMEND THE CITY'S ZONING MAP FOR APPROXIMATELY 27.61 ACRES GENERALLY LOCATED AT 800 WEST 10000 SOUTH FROM RESIDENTIAL R-2.5 TO RESIDENTIAL R-M 6, ARBOR RESIDENTIAL PROPERTIES L.C. (APPLICANT).**

BACKGROUND

This property was before the Commission earlier on the agenda requesting to amend the City's Future Land Use Map from Low-Density Residential to High-Density Residential. This request is to change the zone district from R-2.5 allowing a gross density of 2.5 lots per acre to R-M 6, allowing up to 6 units per acre. If the Commission recommended denial on the Future Land Use Map amendment request, the rezone must receive the same recommendation.

The subject property is the portion of the property east of the existing sewer line. The zoning on the remainder of the property west of the sewer line would remain R-2.5. The subject property would be unable to have basements due to high ground water and the potential buyer (Arbor Residential Properties L.C.) feels that this limits his financial abilities to develop the property. With the increased density, the owner would be allowed more homes to compensate for the loss of basements.

RECOMMENDATION

Staff recommends receiving public input and forwarding a favorable recommendation to the City Council if the previously considered Future Land Use Plan Map amendment was recommended for approval.

Greg Schindler

Greg Schindler, AICP
Senior Planner

Jesse Burbidge
Deputy Director Community Development

City of South Jordan

1600 W. Towne Center Drive, South Jordan UT 84095 Phone (801) 254-3742 FAX (801) 253-5235

PLANNING & ZONING APPLICATION # LUA-2005.11

☐ CONDITIONAL USE PERMIT ☐ CONCEPT PLAN ☐ SITE PLAN

☒ GENERAL PLAN AMENDMENT ☐ BOARD OF ADJUSTMENT ☐ REZONING

NAME Riverwalk

MAILING ADDRESS

CITY, STATE, ZIP

TELEPHONE FAX

AGENT S. J. City

MAILING ADDRESS 1600 W Towne Center Drive

CITY, STATE, ZIP S J Utah 84088

TELEPHONE FAX

SUBJECT PROPERTY ADDRESS/PARCEL NUMBER/ACREAGE

10200 So 800 West Appox

ZONE DISTRICT R-2.5

IF REZONE OR GENERAL PLAN CHANGE: FROM R-2.5 TO RM-4

PROPOSED USE: Residential

Fee $ N/A Date Received: Accepted By:

Per Doug Meldrum

APPLICANT'S AFFIDAVIT

State of Utah }
County of Salt Lake }
City of South Jordan }

I (We), _____, being duly sworn, depose and say that I (We) am (are) the owner (s) or authorized agent (s) of the owner of the property involved in this application and tht the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all aspect true and correct to the best of my (our) knowledge and belief.

Signed_____

Subscribed and sworn to before me this _____day of _____,_____

_____
Notary Public in Salt Lake County, Utah

My commission expires:_____

AGENT AUTHORIZATION

I (We), _____, the owner (s) of real property at _____, South Jordan, Utah do hereby appoint _____ as my (our) agent to represent me (us) with regard to this application affecting the above real property and do authorize _____ _____ to appear on my (our) behalf before any City Boards regarding this application.

Dated this _____ day of _____,_____

Signed_____
Owner's Signature

On the _____ day of _____,_____ personally appeared before me _____, the signer (s) of the above instument who duly acknowledged to me that executed same.

_____
Notary Public Residing in Salt Lake County, Utah

My commission expires: _____

SOUTH JORDAN CITY
PLANNING COMMISSION STAFF REPORT

TO: South Jordan City Planning Commission

FROM: Judy Hansen, Planner II

DATE: May 24, 2005

SUBJECT: **PUBLIC HEARING, FILE #LUA-2005-11, APPLICATION TO AMEND THE CITY'S FUTURE LAND USE PLAN MAP FOR 27.4 ACRES GENERALLY LOCATED AT 10220 SOUTH 800 WEST FROM LOW-DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, CITY INITIATED.**

ADDRESS	**10220 South 800 West (approximately)**
ACREAGE	**27.4 Acres**
CURRENT ZONE	**R-2.5**
CURRENT USE	**Vacant**
FUTURE LAND USE PLAN	**Low-Density Residential**
PROPOSED LAND USE	**High-Density Residential**
NEIGHBORING ZONE & USES	**North-Residential/2.5 & Agricultural/A-5** **Vacant** **East – Residential/R-2.5** **Vacant** **South-Agricultural (A-5)** **Mulligan's Golf & Games** **West- Residential/R-2.5** **Single Family P.U.D. & 1/3-acre lots**

BACKGROUND

The City Council has directed staff to propose an amendment to the City's Future Land Use Plan Map to amend the land use designation for 27.4 acres located at approximately 10220 South 800 West from Low-Density Residential to High Density Residential to allow a maximum of 4 units per acre. By allowing the High Density Residential designation with a maximum of 4 units per acre, the density of the proposed development will remain the same as required in the Low-Density designation, but would allow for smaller units. Also, the current zone (R-2.5), which is Low-Density Residential does not allow for attached housing. The future developer of the property would like to have attached housing in this area with single-family homes to the west as part of the P.U.D. The property in question would not allow basements because of high water table, so in

order to make any development profitable, attached housing would be necessary. This property is also on the agenda for an amendment to the City's Zoning Map,

This application conforms to the City's General Plan in the following way:

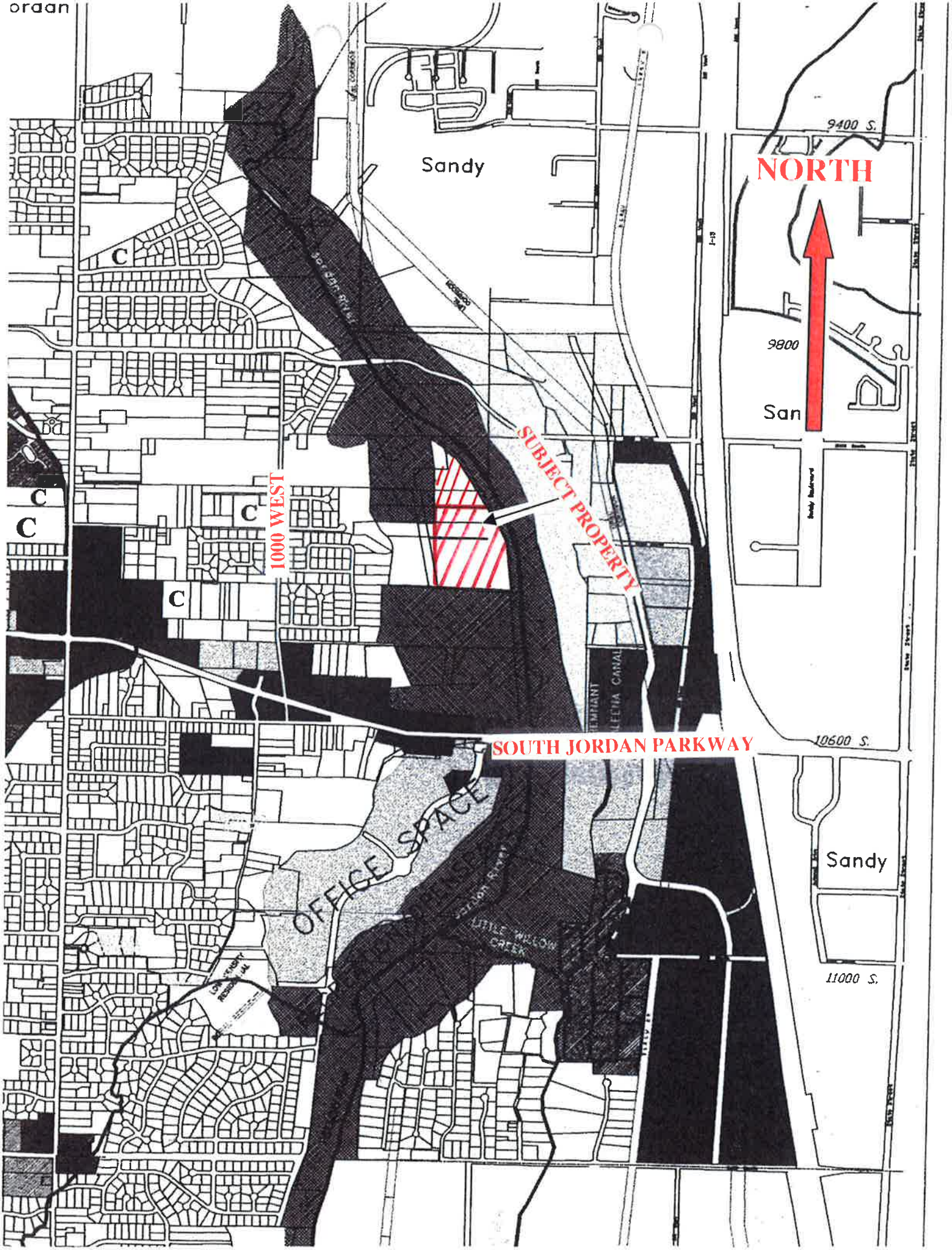
> **Goal LU-2 Develop and maintain a pattern of residential land uses that provides for a variety of densities and types yet maintains the high standards of existing development.**
> **Policy LU-2.6 Higher density residential development will be considered in appropriate locations.**
> **Policy H-1.4 Utilize Planned Unit Developments and condominium projects to provide varied housing types.**

RECOMMENDATION

Staff recommends receiving public input and forwarding a favorable recommendation to the City Council.

Greg Schindler, AICP
Senior Planner

Brian Preece, AICP
City Planner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SOUTH JORDAN CITY
CITY COUNCIL REPORT

Council Meeting Date: 6-7-05

Issue: **Public Hearing, File LUA-2005-11, Resolution #R-2005-28, Amending the City's Future Land Use Plan Map for 27.62 acres located at approximately 10220 South 800 West from Low-Density Residential to High Density Residential, City Initiated.**

Submitted By: Judy Hansen, Planner II

Agenda Item No. VII. E.

Staff Recommendation (Motion Ready): Staff recommends **approval** of Resolution #R-2005-28 amending the City's Future Land Use Plan Map for 27.4 acres located at approximately 10220 South 800 West from Low-Density Residential to High Density Residential.

ADDRESS	**10220 South 800 West (Approx.)**
ACREAGE	**27.62 Acres**
CURRENT ZONE	**R-2.5**
CURRENT USE	**Vacant**
FUTURE LAND USE PLAN	**Low-Density Residential**
PROPOSED LAND USE	**High-Density Residential**
NEIGHBORING ZONE & USES	**North-Residential/R-2.5 & Agricultural/A-5** **Vacant** **East- Residential/R-2.5** **Vacant** **South-Agricultural/A-5** **Mulligan's Golf & Games** **West- Residential/R-2.5** **Single Family P.U.D. & 1/3-acre lots**

BACKGROUND: The City Council has directed staff to propose an amendment to the City's future Land Use Plan Map to amend the land use designation for the above-described property from low-density residential to high-density residential to allow a maximum of 4 units per acre.

The Planning Commission reviewed this application at a public hearing held on Tuesday, May 24, 2005 and recommended denial: Motion to recommend denial was made by Sam Puich. Fred Kankamp made a second to the motion. The vote was 4 to 1 in favor of denial, with Kathi Johnson voting against the motion. The reasons given by those voting for a recommendation of denial were a follows:

1. Need more than 1 access to this area and the second access shown will likely never be built.
2. High water table in area, not suitable for the higher density requested;
3. The area should remain as open space.
4. It is not the City's job to ensure a developer makes a profit, even when the City is the developer.

Commissioner Johnson cast the no vote because she felt the higher density should be approved because she likes the concept of clustering higher density in trade for open-space.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The current zone (R-2.5), which is Low-Density Residential, does not allow for attached housing.
- Due to the high water table, the subject property would not allow basements; so in order to make the project economically feasible, attached housing is necessary.
- Although the application to amend the future land use designation includes the area designated as open space, the developer will be dedicating this area back to the City so that it will remain open space.
- The City Council must be reminded that the development of this parcel is based on the purchase agreement the City has with Arbor-Gardner and that the current plan has previously been accepted by the City Council.

Conclusions:

- By allowing the high density residential designation with a maximum of 4 units per acre, the density of the proposed development will remain the same as required in the low density designation, but would allow for smaller, attached units.
- The application conforms to the City's General Plan in the following ways:
    1. Goal LU-2 Develop and maintain a pattern of residential land uses that provides for a variety of densities and types yet maintains the high standards of existing development.
    2. Policy LU-2.6 High-density residential development will be considered in appropriate locations.
    3. Policy H-1.4 Utilize Planned Unit Developments and condominium projects to provide varied housing types.

Recommendations:

- Staff recommends receiving public input and approval of Resolution #R-2005-28 amending the City Future Land Use Plan Map for 27.62 acres from Low-Density Residential to High-Density Residential located at approximately 10220 South 800 West.

FISCAL IMPACT:

- None.

ALTERNATIVES:

- Approve the resolution.
- Deny the resolution
- Schedule the decision for a later meeting.

SUPPORT MATERIALS:

- Land Use Map
- Plat Map
- Resolution with exhibit map.

Approved as to Content:_____ Legal Review: ~~NONE~~

City Manager City Attorney

The Villages at Riverwalk
South Jordan, UT
Illustrative Concept Plan
Arbor Homes / Liberty Ventures LC

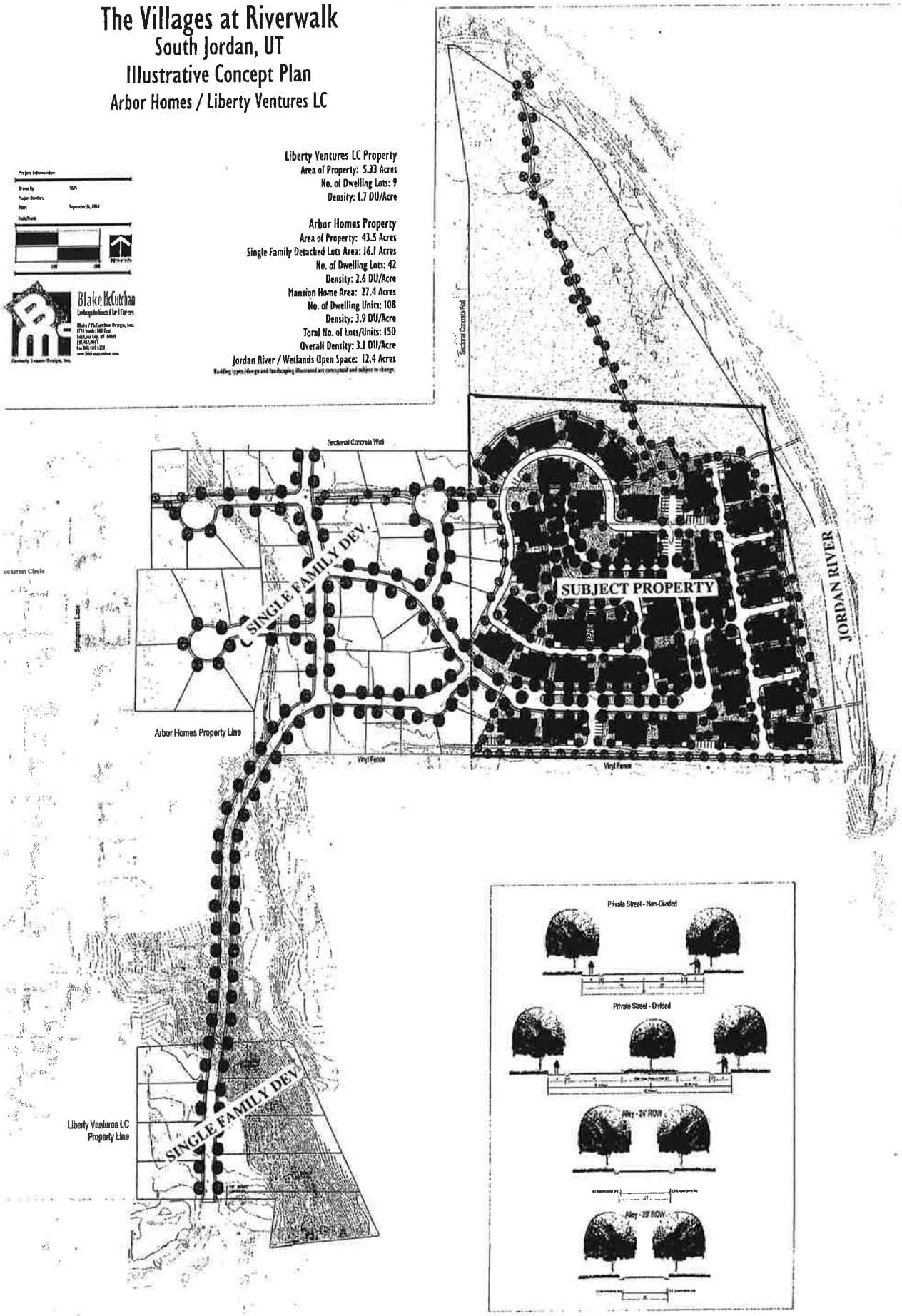
Project Information:
Drawn By: MPR
Project Number:
Date: September 26, 2004
Scale/North

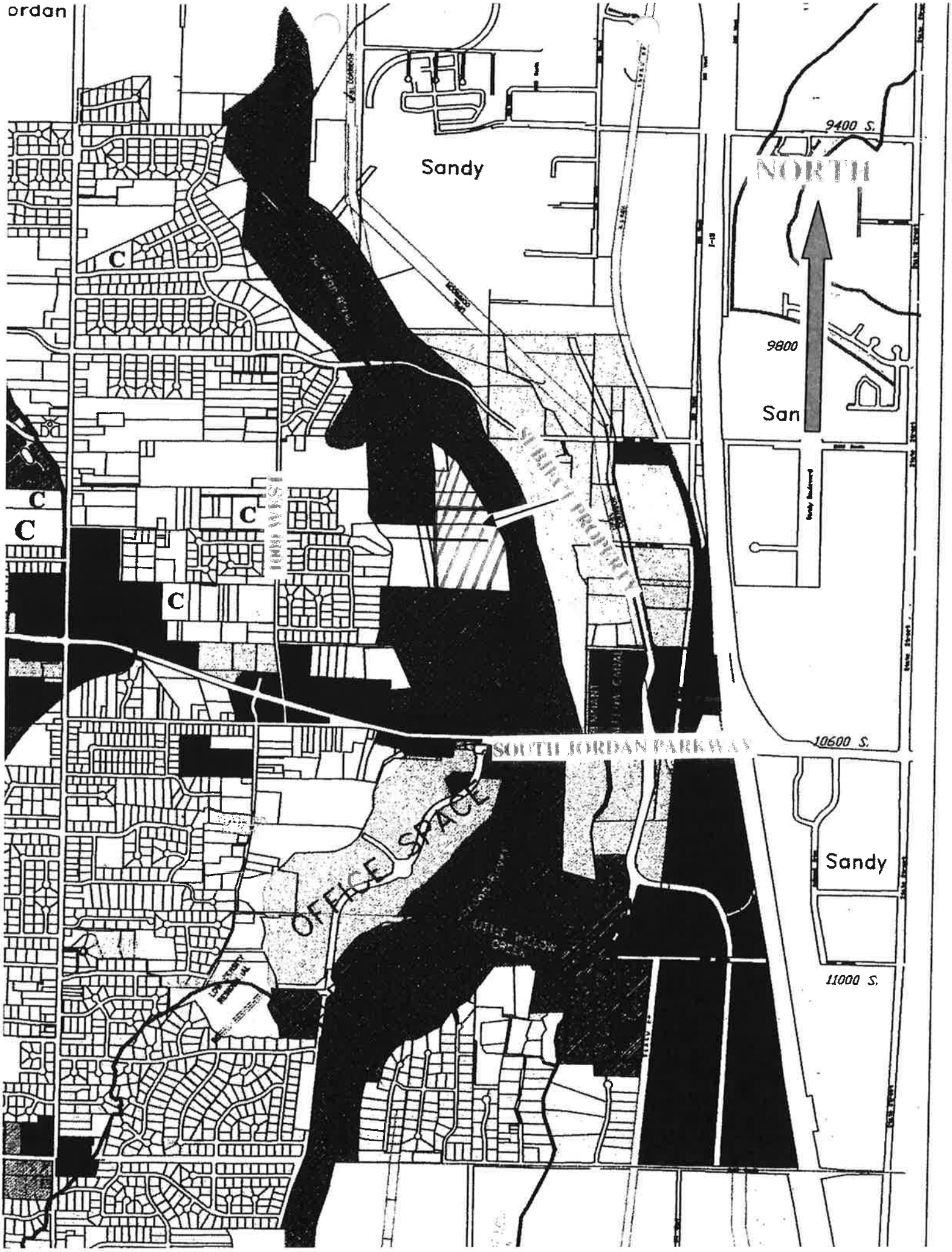
Blake McCutchan
Landscape Architects & Land Planners
Blake / McCutchan Design, Inc.
2770 South 1900 East
Salt Lake City, UT 84109
801.462.4067
Fax 801.595.9221
www.blakemccutchan.com
Formerly Lawson Design, Inc.

Liberty Ventures LC Property
Area of Property: 5.33 Acres
No. of Dwelling Lots: 9
Density: 1.7 DU/Acre

Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42
Density: 2.6 DU/Acre
Mansion Home Area: 27.4 Acres
No. of Dwelling Units: 108
Density: 3.9 DU/Acre
Total No. of Lots/Units: 150
Overall Density: 3.1 DU/Acre
Jordan River / Wetlands Open Space: 12.4 Acres

Building types/design and landscaping illustrated are conceptual and subject to change.

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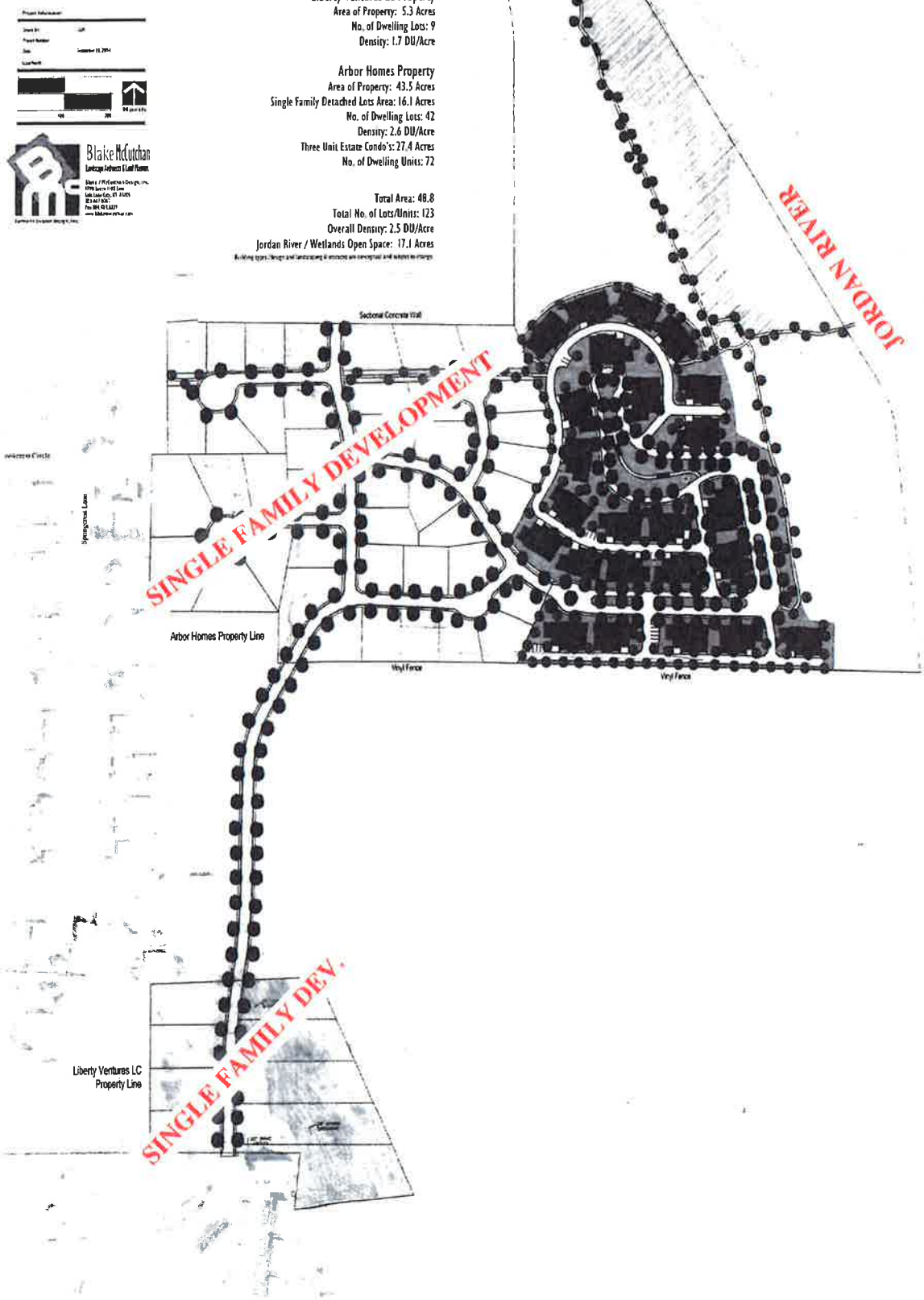
The Villages at Riverwalk
South Jordan, UT
Illustrative Concept Plan
Arbor Homes / Liberty Ventures LC

Liberty Ventures LC Property
Area of Property: 5.3 Acres
No. of Dwelling Lots: 9
Density: 1.7 DU/Acre

Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42
Density: 2.6 DU/Acre
Three Unit Estate Condo's: 27.4 Acres
No. of Dwelling Units: 72

Total Area: 48.8
Total No. of Lots/Units: 123
Overall Density: 2.5 DU/Acre
Jordan River / Wetlands Open Space: 17.1 Acres



RESOLUTION NO. R2005-28

A RESOLUTION AMENDING THE FUTURE LAND USE PLAN MAP OF THE GENERAL PLAN OF SOUTH JORDAN CITY FOR APPROXIMATELY 27.62 ACRES GENERALLY LOCATED AT 10220 SOUTH 800 WEST FROM LOW-DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, SOUTH JORDAN, UTAH.

WHEREAS, the Future Land Use Plan Map of the General Plan has previously been adopted by the City Council of South Jordan City; and

WHEREAS, an amendment to the Future Land Use Plan Map has been proposed according to Exhibit A; and

WHEREAS, in accordance with law, public hearings have been held by the Planning Commission and City Council in South Jordan City to present the proposed amendment to the Future Land Use Plan Map of the General Plan and to receive comments from the public, which comments were considered by the Planning Commission and City Council; and

WHEREAS, it has been determined that to promote the orderly growth of South Jordan City, to preserve property values, and to promote the public health, safety and general welfare of the residents of South Jordan City, the Future Land Use Plan Map of the General Plan should be amended to provide for commercial development as indicated in Exhibit A attached; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH:

Section 1. **Amendment and Adoption**. The South Jordan City Council hereby adopts the proposed amendment changing the Future Land Use Plan Map of the General Plan as indicated in Exhibit A attached from Low-Density Residential to High Density Residential.

Section 2. **Severability.** If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. **Effective Date.** This Resolution R2005-28, shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS _____ DAY OF _____, 2005, BY THE FOLLOWING VOTE:

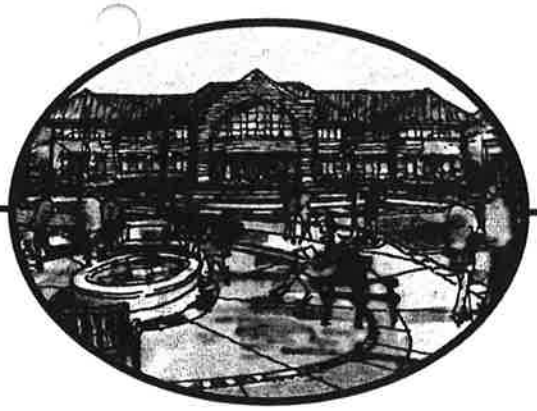
Voting Record:

	YES	NO	ABSTAIN	ABSENT
David W. Colton	____	____	____	____
Ann Gayheart	____	____	____	____
Bradley G. Marlor	____	____	____	____
Mary Wenner	____	____	____	____
Leona Winger	____	____	____	____

_____
W. Kent Money, Mayor

ATTEST: _____
Anna M. West, City Recorder

South Jordan City



Memorandum
Office of the City Manager

To: Mayor & City Council
Community Development Department
A.C.M. Whatcott

Subject: Misc.

Date: May 11, 2005

I would like to personally thank you for your time commitment and assistance during last night's budget work session. In large measure, the reason our budget process goes as smooth as it does is due to your leadership and policy direction. I am confident that our policies allow us to enjoy the fiscal strength we benefit from.

As a side bar, I thought you might like to know that the Jordan School District does not intend to raise property taxes this year. This will make our proposed increase, as insignificant as it is, a much easier process. I have attached a copy of a news article for your review.

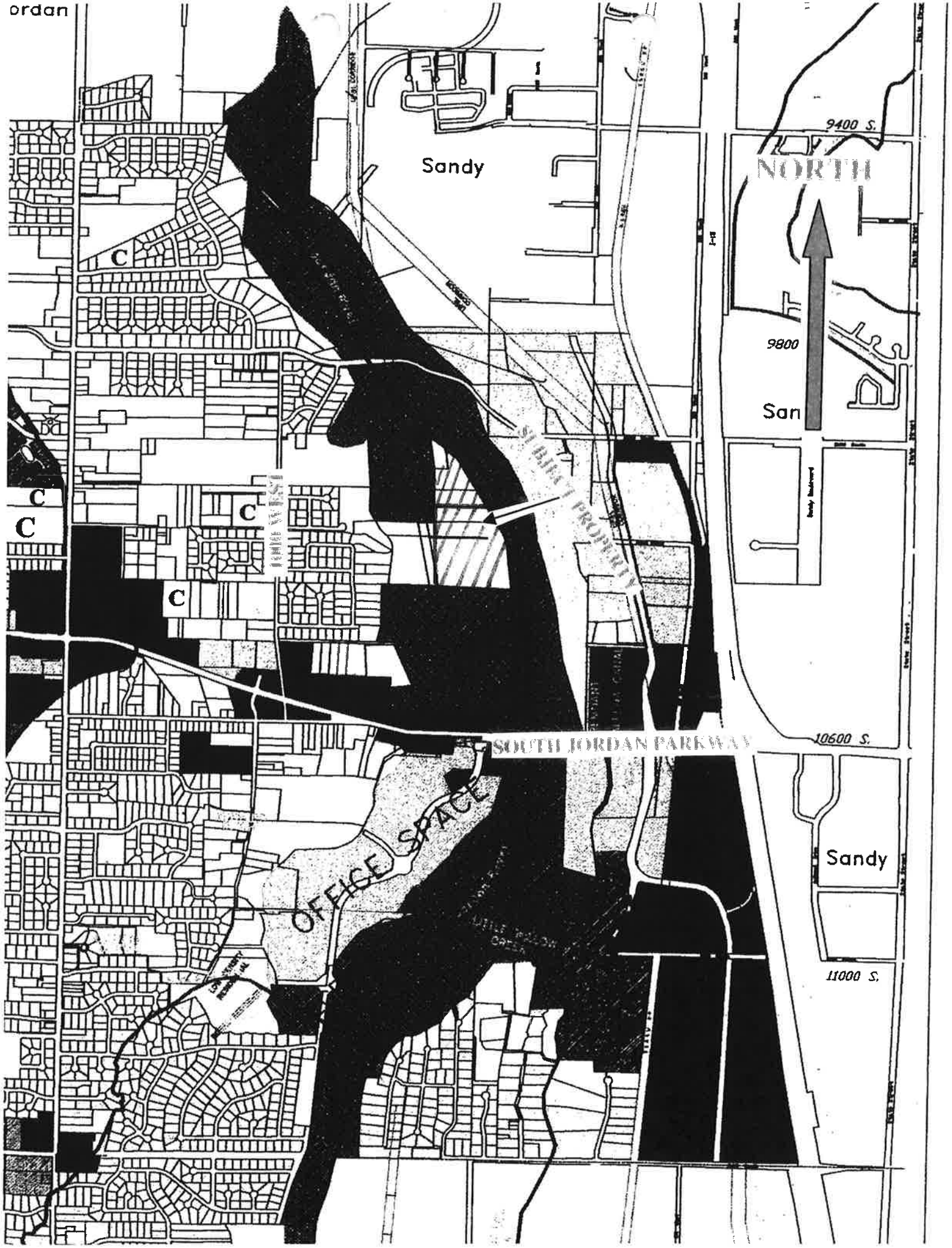
On a separate issue, regarding the 40-acre land sale to Kem Gardner and John Gust, as you know the City Council has approved the land sale at a value of $3,330,000 with a return of over sixteen acres of open space back to the City. The project includes an overall density of 2.5 units per acre. In order to facilitate the Estate Homes as proposed and approved by the City Council in the lower acreage, it will be necessary to rezone 27.4 acres to a medium density of RM-4. This will create a use density of 2.63 within the 27.4 acres and an overall density of less than 2.5 throughout the proposed project. It is this entitlement process which has stalled the land sale as our agreement calls for full entitlements prior to closing. Therefore we are expediting the process and will bring it forward to the City Council as soon as possible. Should you have any questions or concerns in the interim, please let me know.

Sincerely,

Ricky A. Horst

City Manager

Cc: File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OFFICE SPACE
Sandy
11000 S.

LUA 2004-0

City of South Jordan

1600 W. Towne Center Drive, South Jordan UT 84095 Phone (801) 254-3742 FAX (801) 253-5235

PLANNING & ZONING APPLICATION

☐ CONDITIONAL USE PERMIT ☐ CONCEPT PLAN ☐ SITE PLAN

☒ GENERAL PLAN AMENDMENT ☐ BOARD OF ADJUSTMENT ☐ REZONING

NAME SOUTH JORDAN CITY

MAILING ADDRESS 1600 WEST TOWNE CENTER DRIVE

CITY, STATE, ZIP SOUTH JORDAN, UTAH 84095

TELEPHONE (801) 254-3742 FAX

AGENT JESS BURBIDGE

MAILING ADDRESS 1600 WEST TOWNE CENTER DRIVE

CITY, STATE, ZIP SOUTH JORDAN, UTAH 84095

TELEPHONE (801) 254-3742 FAX

SUBJECT PROPERTY ADDRESS/PARCEL NUMBER/ACREAGE

39.94 ACRES

ZONE DISTRICT A-5

IF REZONE OR GENERAL PLAN CHANGE: FROM REC-OPEN SPACE TO LOW-DENSITY RESIDENTIAL

PROPOSED USE: RESIDENTIAL

Fee $ Date Received: Accepted By:

State of Utah }
County of Salt Lake }
City of South Jordan }

I (We), JESS BURBIDGE, being duly sworn, depose and say that I (We) am (are) the owner (s) or authorized agent (s) of the owner of the property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all aspect true and correct to the best of my (our) knowledge and belief.

Signed _____

Subscribed and sworn to before me this _____ day of _____, _____

_____
Notary Public in Salt Lake County, Utah

My commission expires: _____

AGENT AUTHORIZATION

I (We), _____, the owner (s) of real property at _____, South Jordan, Utah do hereby appoint _____ as my (our) agent to represent me (us) with regard to this application affecting the above real property and do authorize _____ _____ to appear on my (our) behalf before any City Boards regarding this application.

Dated this _____ day of _____, _____

Signed _____
Owner's Signature

On the _____ day of _____, _____ personally appeared before me _____, the signer (s) of the above instument who duly acknowledged to me that executed same.

_____
Notary Public Residing in Salt Lake County, Utah

My commission expires: _____

SOUTH JORDAN CITY
PLANNING COMMISSION STAFF REPORT

TO: South Jordan City Planning Commission

FROM: Judy Hansen, Planner II

DATE: March 24, 2004

SUBJECT: **PUBLIC HEARING, LUA-2004-04, APPLICATION TO AMEND THE FUTURE LAND USE PLAN MAP FROM RECREATION-OPEN SPACE TO LOW-DENSITY RESIDENTIAL FOR APPROXIMATELY 39.94 ACRES GENERALLY LOCATED AT 10100 SOUTH 650 WEST, CITY INITIATED.**

BACKGROUND

The City is proposing to amend the Future Land Use Plan Map for 39.94 acres generally located at 10100 South 650 West for future residential development. The City is proposing a gated Planned Unit Development Community (PUD) if the Future Land Use and a rezone of the property is approved. Low-Density Residential allows for a gross density of 2.5 lots per acre. Although smaller lots are allowed in a PUD, the 2.5 density still has to be met.

Amending the City's Future Land Use Plan Map will be in conformance with the following policies of the South Jordan General Plan:

Goal LU-2 Develop and maintain a pattern of residential land uses that provides for a variety of densities and types yet maintains the high standards of existing development.

Policy LU-2.3 Except in Large-Scale Master-Planned Communities, low density residential land use will continue to be the predominant residential land use in the City."

Policy H-1.1 Neighborhoods with single- family detached dwellings will remain predominant within the City.

Policy H-1.4 Utilize Planned Unit Developments and Condominium projects to provided varied housing types.

RECOMMENDATION

Staff recommends that public comment be received and a favorable recommendation forwarded to the City Council.

Greg Schindler, AICP
Senior Planner

Jesse Burbidge
Development Services Manager

#1

SOUTH JORDAN CITY
CITY COUNCIL REPORT

Council Meeting Date: 4-6-04

Issue: **Public Hearing, File #LUA-2004-04, Resolution #R-2004-9 amending the Future Land Use Plan Map from Recreation-Open Space to Low-Density Residential for approximately 39.27 acres generally located at 10100 South 650 West, City Initiated.**

Submitted By: Judy Hansen, Planner

Agenda Item No.

Staff Recommendation (Motion Ready): Staff recommends approval of Resolution #R-2004-9 amending the Future Land Use Plan Map from Recreation-Open Space to Low-Density Residential for approximately 39.27 acres generally located at 10100 South 650 West.

BACKGROUND: The City is proposing to amend the Future Land Use Plan Map for 39.94 acres generally located at 10100 South 650 West for future residential development. The City is proposing a gated Planned Unit Development (P.U.D.) if the Future Land Use and a rezone of the property is approved.

In late 2003, the South Valley Sewer District made application to change the Future Land Use Plan and the current zoning for the same property. Their plan was to construct a sewer treatment plant. That application was withdrawn. They have not made any application since that time. Because of that, the City was not obligated to notice them of the City's intent.

The Planning Commission reviewed this proposal at a public hearing held on Wednesday, March 24, 2004 and recommended denial by a 4 to 0 vote.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- Amending the City's Future Land Use Plan Map will be in conformance with the following policies of the South Jordan General Plan:
  - **Goal LU-2** Develop and maintain a pattern of residential land uses that provides for a variety of densities and types yet maintains the high standards of existing development.
  - **Policy LU-2.3** Except in Large-Scale Master-Planned Communities, low-density residential land use will continue to be the predominant residential land use in the City.
  - **Policy H-1.1** Neighborhoods with single-family detached dwellings will remain predominant within the City.
  - **Policy H-1.1** Utilize Planned Unit Developments and Condominium projects provide varied housing types.

Conclusions:

- Low-Density Residential allows for a gross density of 2.5 lots per acre.
- Although smaller lots are allowed in a P.U.D., the 2.5 lots per acre density still has to be met. The houses are required to be 3600 square feet of livable space and the exterior brick or stone requirement is 3' x the perimeter of the house.
- With the sale of the lots in the proposed Planned Unit Development, the City is planning to purchase Mulligan's Golf & Games, which is currently on the market. This would continue to provide green open space as well as a lucrative business for the City providing an asset for the citizens.

Recommendations:

- Staff recommends **approval** of Resolution R-2004-9 amending the City's Future Land Use Plan Map for 39.27 acres from Recreation-Open Space to Low-Density Residential.

FISCAL IMPACT:

- None

ALTERNATIVES:

- Approve the resolution.
- Deny the resolution.
- Schedule the decision for a later date.

SUPPORT MATERIALS:

- Future Land Use Map
- Resolution

Approved as to Content: _____ Legal Review: N/A
City Manager City Attorney

NORTH
9800 S.
Sandy
Subject Property
1000 West
Mulligans
South Jordan Parkway
10600
Sa
1100
11800
Draper
LITTLE WILLOW CREEK
NATURAL SPRING
WINNEWOOD DITCH
Willow Creek
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RESOLUTION NO. R 2004-09

A RESOLUTION AMENDING THE FUTURE LAND USE PLAN MAP OF THE GENERAL PLAN OF SOUTH JORDAN CITY FOR 39.27 ACRES GENERALLY LOCATED AT 10100 SOUTH 650 WEST, SOUTH JORDAN, UTAH.

WHEREAS, the Future Land Use Plan Map of the General Plan has previously been adopted by the City Council of South Jordan City; and

WHEREAS, an amendment to the Future Land Use Plan Map has been proposed according to Exhibit A; and

WHEREAS, in accordance with law, public hearings have been held by the Planning Commission and City Council in South Jordan City to present the proposed amendment to the Future Land Use Plan Map of the General Plan and to receive comments from the public, which comments were considered by the Planning Commission and City Council; and

WHEREAS, it has been determined that to promote the orderly growth of South Jordan City, to preserve property values, and to promote the public health, safety and general welfare of the residents of South Jordan City, the Future Land Use Plan Map of the General Plan should be amended to provide for residential development as indicated in Exhibit A attached; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH:

Section 1. Amendment and Adoption. The South Jordan City Council hereby adopts the proposed amendment changing the Future Land Use Plan Map of the General Plan as indicated in Exhibit A attached from Recreation-Open Space to Low-Density Residential.

Section 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS 6th DAY OF April, 2004.

Voting Record:

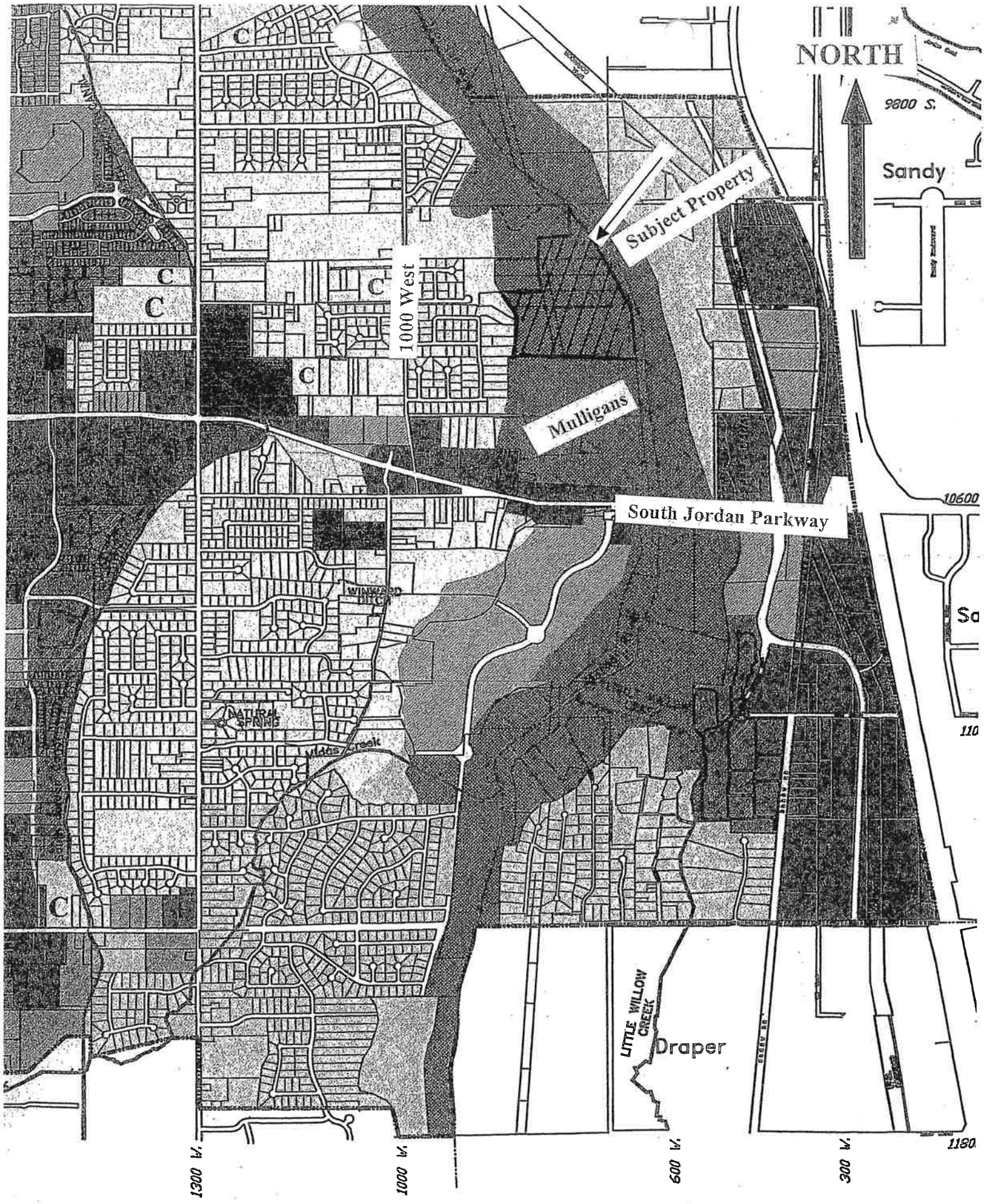
	AYE	NAY	ABSTAIN	ABSENT
David W. Colton	X			
Ann Gayheart	X			
Bradley G. Marlor	X			
Mary Wenner	X			
Leona Winger	X			

WILLIAM KENT MONEY, MAYOR

ATTEST:

CITY RECORDER

City of South Jordan CORPORATE Seal State of Utah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Subject Property
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Mulligans
South Jordan Parkway
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WINWARD DITCH
NATURAL SPRING
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LITTLE WILLOW CREEK
Draper
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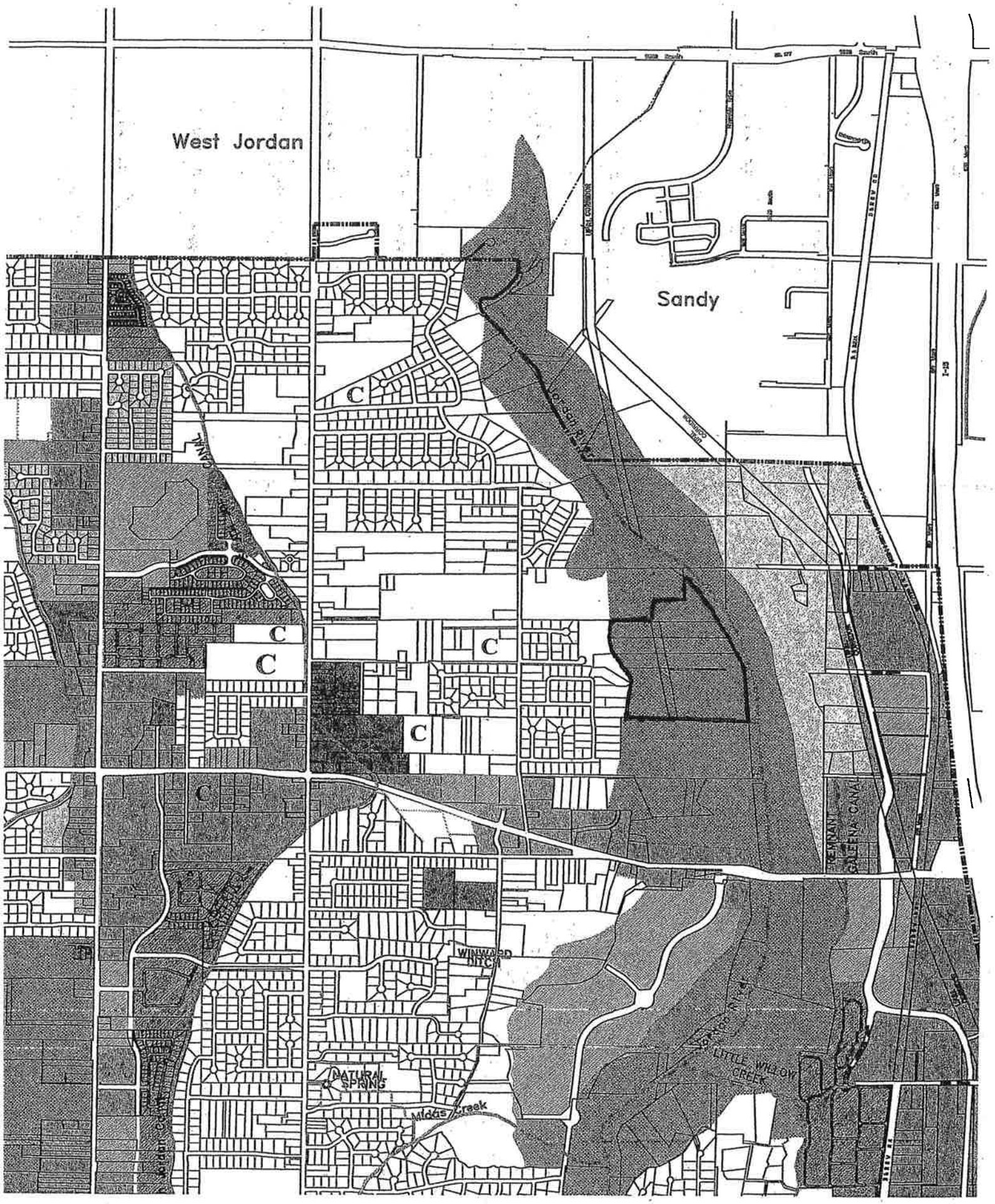
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LITTLE WILLOW CREEK
NATURAL SPRING
Midas Creek
Jordan Canal

Rez 2004-04

City of South Jordan

1600 W. Towne Center Drive, South Jordan UT 84095 Phone (801) 254-3742 FAX (801) 253-5235

PLANNING & ZONING APPLICATION

☐ CONDITIONAL USE PERMIT ☐ CONCEPT PLAN ☐ SITE PLAN

☐ GENERAL PLAN AMENDMENT ☐ BOARD OF ADJUSTMENT [XX] REZONING

NAME SOUTH JORDAN CITY

MAILING ADDRESS 1600 WEST TOWNE CENTER DRIVE

CITY, STATE, ZIP SOUTH JORDAN, UTAH 84095

TELEPHONE (801) 254-3742 FAX

AGENT JESS BURBIDGE

MAILING ADDRESS 1600 WEST TOWNE CENTER DRIVE

CITY, STATE, ZIP SOUTH JORDAN, UTAH 84095

TELEPHONE (801) 254-3742 FAX

SUBJECT PROPERTY ADDRESS/PARCEL NUMBER/ACREAGE

39.94 ACRES

ZONE DISTRICT A-5

IF REZONE OR GENERAL PLAN CHANGE: FROM A-5 TO R-2.5

PROPOSED USE: RESIDENTIAL SUBDIVISION

Fee $ Date Received: Accepted By:

State of Utah }
County of Salt Lake }
City of South Jordan }

I (We), **JESS BURBIDGE**, being duly sworn, depose and say that I (We) am (are) the owner (s) or authorized agent (s) of the owner of the property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all aspect true and correct to the best of my (our) knowledge and belief.

Signed _____

Subscribed and sworn to before me this _____ day of _____, _____

_____
Notary Public in Salt Lake County, Utah

My commission expires: _____

AGENT AUTHORIZATION

I (We), _____, the owner (s) of real property at _____, South Jordan, Utah do hereby appoint _____ as my (our) agent to represent me (us) with regard to this application affecting the above real property and do authorize _____ _____ to appear on my (our) behalf before any City Boards regarding this application.

Dated this _____ day of _____, _____

Signed _____
Owner's Signature

On the _____ day of _____, _____ personally appeared before me _____, the signer (s) of the above instument who duly acknowledged to me that executed same.

_____
Notary Public Residing in Salt Lake County, Utah

My commission expires: _____

SOUTH JORDAN CITY
PLANNING COMMISSION STAFF REPORT

TO: South Jordan City Planning Commission

FROM: Judy Hansen, Planner II

DATE: March 24, 2004

SUBJECT: **PUBLIC HEARING, FILE #REZ-2004-04, APPLICATION TO AMEND THE CITY'S ZONING MAP FROM AGRICULTURAL (A-5) TO RESIDENTIAL (R-2.5) FOR APPROXIMATELY 39.94 ACRES GENERALLY LOCATED AT 10100 SOUTH 650 WEST, CITY INITIATED.**

BACKGROUND

This same property was before the Planning Commission for an amendment to the City's Future Land Use Plan Map. If that application was recommended for approval, the application to amend the zoning map can also be forwarded with a favorable recommendation. The City is proposing a Planned Unit Development (PUD) gated community. This would allow for smaller lots, but the density of 2.5 units per acre would still apply.

Amending the City's Zoning Map will be in conformance with the following policies of the South Jordan General Plan:

Goal LU-2 Develop and maintain a pattern of residential land uses that provides for a variety of densities and types yet maintains the high standards of existing development.

Policy LU-2.3 Except in Large-Scale Master-Planned Communities, low-density residential land use will continue to be the predominant residential land use in the City.

Policy H-1.1 Neighborhoods with single-family detached dwellings will remain predominant within the City.

Policy H-1.4 Utilize Planned Unit Developments and Condominium projects to provide varied housing types.

RECOMMENDATION

Staff recommends receiving public input and forwarding a favorable recommendation to the City Council if the previously reviewed Land Use Amendment received a favorable recommendation.

Greg Schindler

Greg Schindler, AICP
Senior Planner

Jesse Burbidge
Development Services Manager

SOUTH JORDAN CITY
CITY COUNCIL REPORT

Council Meeting Date: 4-6-04

Issue: **Public Hearing, File #REZ 2004-06-Z, Ordinance #2004-06-Z Amending the City's Zoning Map from A-5 to R-2.5 for approximately 39.27 acres generally located at 10100 South 650 West, City Initiated.**

Submitted By: Judy Hansen, Planner

Agenda Item No.

Staff Recommendation (Motion Ready): Staff recommends approval of Ordinance #2004-06-Z amending the City's Zoning Map from A-5 to R-2.5 for approximately 39.27 acres generally located at 10100 South 650 West if the previously considered amendment to the City's Future Land Use Plan Map was approved.

BACKGROUND: This same property was before the City Council previously for an amendment to the City's Future Land Use Plan Map. This is the proposal to change the zone to R-2.5 for future residential development. The City is proposing to develop a Planned Unit Development (P.U.D.) gated community if the Land Use Amendment and Rezone is approved. With the sale of the lots in the P.U.D., the City will purchase Mulligan's Golf & Games, providing open space in that area. Mulligan's is currently on the market and a buyer other than the City could purpose a different use, such as offices or a higher density residential development. The City's intent is to have this area remain in it's current use as green, open-space.

The Planning Commission reviewed this application at a public hearing held on Wednesday, March 24, 2004 and recommended denial by a 4 to 0 vote.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- Amending the City's Zoning Map will be in conformance with the following policies of the South Jordan General Plan:
  - **Goal LU-2** Develop and maintain a pattern of residential land uses that provides for a variety of densities and types yet maintains the high standards of existing development.
  - **Policy LU-2.3** Except in Large-Scale Master-Planned Communities, low-density residential land use will continue to be the predominant residential land use in the City.
  - **Policy H-1.1** Neighborhoods with single-family detached dwellings will remain predominant within the City.

- **Policy H-1.4** Utilize Planned Unit Developments and Condominium projects to provide varied housing types.

Conclusions:

- Rezoning this property to R-2.5 allows for a gross density of 2.5 lots per acre.
- Smaller lots are allowed in a P.U.D. in the R-2.5 Zone District, but the gross density still is required to be no more than 2.5 lots per acre.

Recommendations:

- Staff recommends **approval** of Ordinance 2004-06-Z amending the City's Zoning Map from A-5 to R-2.5 for approximately 39.27 acres generally located at 10100 South 650 West if Resolution R-2004-9 previously considered was approved.

FISCAL IMPACT:

- None

ALTERNATIVES:

- Approve Ordinance 2004-06-Z.
- Deny Ordinance 2004-06-Z
- Schedule the decision for a later meeting.

SUPPORT MATERIALS:

- Zoning Map
- Resolution.

Approved as to Content: _____ Legal Review: N/A

City Manager City Attorney

ORDINANCE NO. 2004-06-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF SOUTH JORDAN, CHANGING THE ZONING CLASSIFICATION FROM AGRICULTURE (A-5) TO RESIDENTIAL (R-2.5) ON PROPERTY LOCATED AT APPROXIMATELY 10100 SOUTH 650 WEST, SOUTH JORDAN, UTAH. APPLICANT: SOUTH JORDAN CITY

WHEREAS, the South Jordan City Council has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the Municipal Code) with the accompanying Zoning Map;

WHEREAS, it has been proposed that the Zoning Map be amended by rezoning the below-described property;

WHEREAS, the South Jordan Planning Commission has reviewed and made recommendations concerning the proposed rezoning;

WHEREAS, the South Jordan City Council has held a public hearing concerning the proposed rezoning;

WHEREAS, the City Council finds that the rezoning will enhance the public health, safety and welfare and promote the goals of the General Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN:

SECTION 1. The property described in Application REZ-2004-04 filed by South Jordan City and located in the City of South Jordan, is hereby reclassified from Agriculture (A-5) to Residential (R-2.5) said property being described as follows:

See Exhibit "A"

SECTION 2. The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

SECTION 3. This Ordinance shall become effective one day after final passage by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS THE _____ DAY OF_____, 2004 BY THE FOLLOWING VOTE.

	AYE	NAY	ABSTAIN	ABSENT
David W. Colton	____	____	____	____
Ann Gayheart	____	____	____	____
Bradley G. Marlor	____	____	____	____
Mary Wenner	____	____	____	____
Leona Winger	____	____	____	____

ATTEST

_____
WILLIAM KENT MONEY, MAYOR

_____
CITY RECORDER

EXHIBIT “A”

Riverwalk Legal Description for Zoning

Beginning at a point which is North 0°04'29" East 70.43 feet and South 89°44'17" East 1290.15 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 49°25' 02" West 14.05 feet; thence North 27°51'17" West 145.56 feet; thence South 89°09'37" East 751.24 feet; thence North 0°28'10" West 695.31 feet; thence North 8°24'59" West 389.91 feet; thence North 89°31'50" East 16.32 feet to a point on the West line of the Jordan River Parkway as surveyed by Floyd Lyle Page (LS No. 4614) of the Utah Department of Transportation (Salt Lake County Surveyor's Office Record of Survey S89-07-0333); thence Southerly along the West line of said Jordan River Parkway the following nine (9) courses: South 55°22'54" East 194.64 feet; South 8° 23'17" East 30.88 feet; South 55° 22'54" East 123.13 feet to a point of curvature, thence along the arc of a 351.00 foot radius curve to the right through a central angle of 23°45'07" a distance of 145.51 feet to a point of tangency; South 31°37'46" East 1061.22 feet to a point of curvature, thence along the arc of a 316.00 foot radius curve to the right through a central angle of 25° 18'18" a distance of 139.56 feet to a point of tangency; South 6°19'29" East 569.16 feet to a point on an existing old established fence line; thence westerly along said old established fence line the following fourteen courses: South 89°43'10" West 11.03 feet; North 87°45'24" West 65.32 feet; North 87°56'44" West 150.00 feet; North 87°36'23" West 73.09 feet; South 89°58'46" West 47.95 feet; North 87°41'28" West 49.13 feet; North 88°41'06" West 99.83 feet; North 88°47'31" West 107.39 feet; North 88°43'54" West 251.22 feet; North 88°26'22" West 236.52 feet; North 89°15'58" West 140.87 feet; North 89°00'04" West 113.12 feet; South 89°11'16" West 75.56 feet; South 88°29'19" West 119.91 feet; thence leaving said fence line North 6°01'43" East 431.70 feet; thence North 2°24'47" West 39.86 feet; thence North 17°20'32" West 55.70 feet; thence North 33°15'17" West 30.10 feet; thence North 43°43'28" West 182.13 feet to the point of beginning.

Contains 39.27 acres more or less

SOUTH JORDAN CITY
APPLICATION FOR SUBDIVISION # SUB.2004.17

Subdivision Name: VILIAGE AT RIVER WALK
Concept ____ Preliminary XX ____ Final Plat ____ Waiver ____ Amd ____

OWNER INFORMATION:
Name: SOUTH JORDAN CITY
Address: 1600 WEST TOWNE CENTER DRIVE SOUTH JORDAN, UTAH
Business Phone: (801) 254-3742 Home Phone: ____ Fax: ____

APPLICANT INFORMATION (IF NOT OWNER):
Name: ____ Business: ____
Address: ____
Business Phone: ____ Cell Phone: ____ (optional) Fax: ____

ENGINEER INFORMATION:
Name: BRAD KENISON Cert. Number ____
Firm Name: CIVIL SCIENCE Address: ____
Phone: ____ Fax: ____

SUBDIVISION INFORMATION:
Zone District: R-2.5 Property I.D. # (sidwell) ____
Property Size (acres): 39 + Number of Lots: ____
Gross Density: ____ Net Density: ____
Approximate Address: 10200 SOUTH 650 WEST

OWNERS AFFIDAVIT

I, (we) Jesse W. Burbidge, being duly sworn depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed [signature]

subscribed and sworn to before me this 13 day of April 2004

[signature]
Notary Public Residing in Salt Lake County, Utah

My Commission Expires 03-3-08

Fee: ____
Paid: ____
Received By: ____

JUDITH M HANSEN
NOTARY PUBLIC • STATE of UTAH
1600 WEST TOWNE CENTER DRIVE
SOUTH JORDAN UT 84095
MY COMMISSION EXPIRES: 03-03-2008

SOUTH JORDAN CITY
PLANNING COMMISSION STAFF REPORT

TO: South Jordan City Planning Commission

FROM: Judy Hansen, Planner II

DATE: April 27, 2004

SUBJECT: **PUBLIC HEARING, FILE #SUB-2004-17, PRELIMINARY PLAT & CONDITIONAL USE PERMIT APPROVAL FOR A 89 LOT PLANNED UNIT DEVELOPMENT (P.U.D.) GATED COMMUNITY LOCATED ON APPROXIMATELY 39 ACRES GENERALLY LOCATED AT 10200 SOUTH 750 WEST IN THE R-2.5 ZONE DISTRICT, SOUTH JORDAN CITY (APPLICANT).**

BACKGROUND

The City is proposing to develop an 89 lot Planned Unit Development gated community located at approximately 10200 South 750 West immediately north of the Mulligan's Golf & Games. The development will be accessed through Baxter Drive, continuing the public road to the north. The gate will be installed at the entrance to the P.U.D. and a turn around is provided. The temporary cul-de-sac to the north is stubbed to the west to allow for future development and also to provide a secondary access for public safety.

The public road shown as Jordan River Drive will run along the east side of lots in the Ridgecrest Estates Subdivision, creating double frontage lots. A 6' high, pre-cast wall will be installed on the west side of the road as required by ordinance and a 3-rail fence along the east side of the road. Minimum 2" caliper Sycamore trees will line the 3-rail fence. Minimum 2" caliper Seedless Cottonwood trees will be planted on the south boundary of the subdivision. A 6' high solid vinyl fence will enclose the development and will have gated access to the trail system both at the north end and adjacent to lot 36, with parking stalls provided south of lot 36. There will be a 6' meandering sidewalk and a meandering gravel lined water feature and landscaped area and curb & gutter on one side of the road and a 7' planter strip with curb & gutter on the other side of the road. There will also be a 6' meandering trail system through the development adjacent to the water feature.

The Utah State Department of Parks & Recreation will not allow any development within 150' of the Jordan River. They have reviewed the proposed development and feel that it will add to the area. The City will significantly increase quality wetlands. The water feature will meander through the development and then discharge into an area that is currently dry wetlands.

The lots on the east side of the major road (Green River Drive) will not be allowed to have basements and the lots on the west side of the road will require sump-pumps if there are basements.

The City will be installing the infrastructure and water feature as well as the landscaping and then sell the lots to a builder. The profit from the sale will then in turn be used to purchase Mulligan's, which is currently for sale. This will allow this area to remain a green, open space and will also provide income to the City.

RECOMMENDATION

Staff recommends receiving public input and approval subject to the following conditions:

1. Any open space provided within a P.U.D. shall be labeled and recorded as common area to be jointly owned and maintained as permanent common farmland, landscaped open space and/or recreation by the owners. Private yard areas may not be counted as open space.
2. A consistent architectural theme for all buildings, landscaping, streetscape, signs, street furniture, lighting, fencing and other design components shall be provided for review and applied throughout the P.U.D.
3. Each dwelling shall contain a total of at least 3600 square feet of floor area and a minimum 22' x 22' two-car garage.
4. All buildings shall be constructed with minimum 6:12 roof pitches.
5. All dwellings shall be constructed of brick or stone in the minimum amount of 3 feet times (x) the perimeter of the foundation (including garage).
6. The minimum front yard and street side yard set backs will be 20 feet and the minimum side yard set back will be 5 feet.
7. A declaration of covenants, including an opinion of legal counsel licensed to practice law in Utah that the P.U.D. meets requirements of Utah State law is to be submitted prior to review of the final plat.
8. All improvements in the P.U.D. including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned by the homeowners and maintained by the owners or their agents through a special taxing district or owners association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.
9. All private areas of lots or parcels shall be property maintained by the owners.

Greg Schindler

Greg Schindler, AICP
Senior Planner

Jesse Burbidge
Development Services Manager

SOUTH JORDAN CITY
CITY COUNCIL REPORT

Council Meeting Date: 05-18-2004

Issue: **File #SUB-2004-17, Application to appeal the Planning Commission's denial of the Conditional Use Permit/Subdivision Plat for an 89 lot Planned Unit Development Gated Community on 39+ acres generally located at 10200 South 750 West in the R-2.5 Zone District, City Initiated.**

Submitted By: Judy Hansen, Planner II

Agenda Item No.

Staff Recommendation (Motion Ready): Staff recommends the City Council **approve** the appeal of the City's Planning Commission's denial of the Conditional Use Permit/Preliminary Subdivision Plat for an 89 lot Planned Unit Development (PUD) Gated Community generally located at 10200 South 750 West on 39+ acres.

BACKGROUND: The City is proposing to develop an 89 lot Planned Unit Development Gated Community located at approximately 10200 South 750 West, immediately north of Mulligan's Golf & Games. The development will be accessed through Baxter Drive, continuing the public road to the north. The gate will be installed at the entrance to the P.U.D and a turn around is provided. The temporary cul-de-sac to the north is stubbed to the west to allow for future development and also to provide a secondary access for public safety.

The public road shown as Jordan River Drive will run along the east side of lots in the Ridgecrest Estates Subdivision, creating double frontage lots. A 6' high, pre-cast wall will be installed on the west side of the road, adjacent to double frontage lots as required by ordinance. A 3-rail vinyl fence is proposed along the east side of the road. Minimum 2" caliper Sycamore trees will line the 3-rail fence . Minimum 2" caliper Seedless Cottonwood Trees will be planted along the south boundary of the development. A 6' high solid vinyl fence will enclose the development and will have gated access to the trail system at the north end and adjacent to lot 36, with parking stalls provided south of lot 36.

There will be a 6' meandering sidewalk and a meandering gravel lined water feature and landscaped area and curb & gutter on one side of the road and a 7' planter strip with curb & gutter on the other side of the road. A 6' meandering trail system is proposed through the development adjacent to the water feature.

This application was before the Planning Commission as a public hearing on April 27, 2004 and denied by a 4-1 vote. The reasons given for the denial are listed on page 10 of the attached minutes.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The public road shown as Jordan River Drive will run along the east side of lots in the Ridgecrest Estates Subdivision, creating double frontage lots. A 6' high, pre-cast wall will be installed on the west side of the road as required by ordinance and a 3-rail vinyl fence along the east side of the road, adjacent to Mulligan's.
- The Utah State Department of Parks & Recreation will not allow any development within 150' of the Jordan River. They have reviewed the proposed development and feel that it will add to the area.
- The lots on the east side of the major road (Green River Drive) will not be allowed to have basements and the lots on the west side of the same road will require sump-pumps if there are basements.

Conclusions:

- The City will significantly increase quality wetlands. The water feature will meander through the development and then discharge into an area that is currently dry wetlands.
- The City will be installing the infrastructure and water feature as well as the landscaping and then sell the lots to a builder. The profit from the sale will then in turn be used to purchase Mulligan's, which is currently for sale. This will allow this area to remain a green, open-space and will also provide income to the City, benefiting the entire community.

Recommendations:

- Staff recommends approval of the appeal with the following conditions:

    1. Any open space provided within a P.U.D. shall be labeled and recorded as common area to be jointly owned and maintained as permanent common farmland, landscaped open space and/or recreation by the owners. Private yard areas may not be counted as open space.
    2. A consistent architectural theme for all buildings, landscaping, streetscape, signs, street furniture, lighting, fencing and other design components shall be provided for review and applied throughout the P.U.D.
    3. Each dwelling shall contain a total of at least 3600 square feet of floor area and a minimum 22' x 22' two-car garage.
    4. All buildings shall be constructed with minimum 6:12 roof pitches.
    5. All dwellings shall be constructed of brick or stone in the minimum amount of 3 feet times (x) the perimeter of the foundation (including garage).
    6. The minimum front yard and street side yard set backs will be 20 feet, the minimum rear yard set back will be 15' and the minimum side yard set back will be 5 feet.
    7. A declaration of covenants, including an opinion of legal counsel licensed to practice law in Utah that the P.U.D. meets requirements of Utah State law is to be submitted prior to review of the final plat.
    8. All improvements in the P.U.D. including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically

dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned by the homeowners and maintained by the owners or their agents through a special taxing district or owners association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.

9. All private areas of lots or parcels shall be property maintained by the owners.
10. A letter of approval for the subdivision name and all street names from the Salt Lake County Recorder.

FISCAL IMPACT:

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ALTERNATIVES:

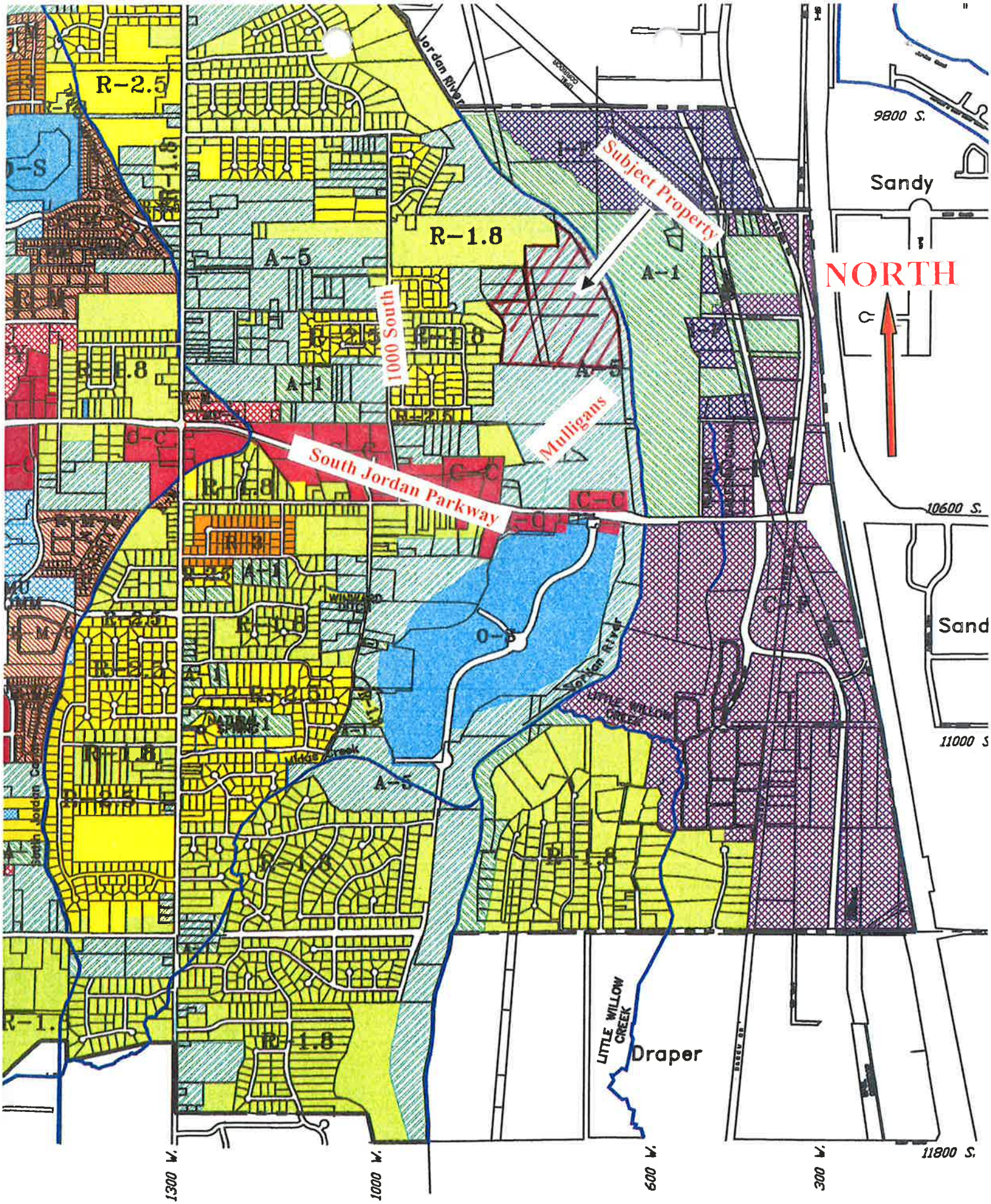
- Approve the appeal.
- Deny the appeal.
- Schedule the decision for a later meeting.

SUPPORT MATERIALS:

- Plat map including access road.
- Planning Commission minutes.
- Letter requesting appeal hearing.

Approved as to Content: _____ Legal Review: N/A

City Manager City Attorney


Subject Property
NORTH
Sandy
9800 S.
10600 S.
11000 S
11800 S.
Draper
South Jordan Parkway
1000 South
Mulligans
Jordan River
LITTLE WILLOW CREEK
R-2.5
R-1.8
A-5
A-1
C-C
O-S
O-S
1300 W.
1000 W.
600 W.
300 W.

City of South Jordan

1600 W. Towne Center Drive, South Jordan UT 84095 Phone (801) 254-3742 FAX (801) 253-5235

PLANNING & ZONING APPLICATION #REZ-2005-18

☐ CONDITIONAL USE PERMIT ☐ CONCEPT PLAN ☐ SITE PLAN

☐ GENERAL PLAN AMENDMENT ☐ BOARD OF ADJUSTMENT ☒ REZONING

NAME Riverwalk

MAILING ADDRESS

CITY, STATE, ZIP

TELEPHONE FAX

AGENT S. J. City

MAILING ADDRESS 1600 W Towne Center Drive

CITY, STATE, ZIP S J Utah 84088

TELEPHONE FAX

SUBJECT PROPERTY ADDRESS/PARCEL NUMBER/ACREAGE

10220 So 800 West Appox

ZONE DISTRICT R-2.5

IF REZONE OR GENERAL PLAN CHANGE: FROM R-2.5 TO RM-4

PROPOSED USE: Residential

Fee $ N/A Date Received: Accepted By:

Per Doug Meldrum

SOUTH JORDAN CITY
PLANNING COMMISSION STAFF REPORT

TO: South Jordan City Planning Commission

FROM: Judy Hansen, Planner II

DATE: May 24, 2005

SUBJECT: **PUBLIC HEARING, FILE #REZ-2005-18, APPLICATION TO AMEND THE CITY'S ZONING MAP FOR 27.4 ACRES GENERALLY LOCATED AT 10220 SOUTH 800 WEST FROM RESIDENTIAL (R-2.5) TO RM-4 ALLOWING UP TO 4 UNITS PER ACRE, CITY INITIATED.**

ADDRESS	**10220 South 800 West**
ACREAGE	**27.4 acres**
CURRENT ZONE	**R-2.5**
CURRENT USE	**Vacant**
FUTURE LAND USE PLAN	**Low-Density Residential/Proposed High Density Residential**
PROPOSED ZONE	**RM-4**
NEIGHBORING ZONE & USES	**North-Residential/R-2.5 & Agricultural/A-5 Vacant.** **East - Residential/R-2.5 Vacant.** **South-Agricultural (A-5), Mulligans Golf & Games** **West- Residential/R-2.5 Single Family P.U.D. & 1/3-acre lots.**

BACKGROUND

The City Council has directed staff to propose an amendment to the City's Zoning Map, requesting to change 27.4 acres located at approximately 10220 South 800 West from R-2.5 to RM-4 in order to better facilitate attached housing. The same parcel was on the agenda earlier in the meeting requesting a Land Use Plan Map amendment. If that request received a denial recommendation, the amendment to the City's Zoning Map must receive the same recommendation. The density of the proposed development will remain the same as within the previously zoned R-2.5 Zone, but allow for smaller units. The R-2.5 Zone requires detached housing at a minimum of 3600 square feet and a 22'x 22' double garage. Due to the density requirement in the R-2.5 Zone, meeting these

requirements is not possible. Also, attached housing is not allowed in the R-2.5 Zone District, but are permitted in the RM Zone.

The developer will not have a density greater than 2.63 units per acre with the RM-4. The remaining property to the west and south will continue to be zoned R-2.5 and developed as part of the P.U.D., the Villages at Riverwalk. These will be single family, detached housing with a density of 2.5 units per acre. This housing will also be required to meet all exterior materials requirements as well as the double 22' x 22' garage.

The required open space in the RM-4 Zone is 16%. The submitted plan shows 17.1 acres of open space, which exceeds the 16% considerably.

The application conforms to the City's General Plan in the following ways:

Goal H-1	**Provide opportunity for development of a mix of housing types.**
Policy H-1.4	**Utilize Planned Unit Developments and Condominium projects to provide varied housing types.**
Policy H-1.6	**Encourage development within Large Master Planned Community areas.**

RECOMMENDATION

Staff recommends receiving public input and forwarding a favorable recommendation to the City Council,

Greg Schindler, AICP
Senior Planner

Brian Preece, AICP
City Planner

SOUTH JORDAN CITY
CITY COUNCIL REPORT

Council Meeting Date: 6-7-05

Issue: **Public Hearing, Ordinance #2005-15-Z Amending the City's Zoning Map for 27.62 acres located at approximately 10220 South 800 West from R-2.5 to R M-4 allowing up to 4 units per acre, City Initiated.**

Submitted By: Judy Hansen, Planner II

Agenda Item No. **VII. G.**

Staff Recommendation (Motion Ready): Staff recommends **approval** of Ordinance #2005-15-Z amending the City's Zoning Map for 27.62 acres located at approximately 10220 South 800 West from R-2.5 to R M-4, City Initiated

ADDRESS	**10220 South 800 West (approx.)**
ACREAGE	**27.62 acres**
CURRENT ZONE	**R-2.5**
CURRENT USE	**Vacant**
FUTURE LAND USE PLAN	**High Density (if approved)**
PROPOSED ZONE	**R M-4**
NEIGHBORING ZONE & USES	**North-Residential/R-2.5 & Agricultural/A/5** **Vacant** **East- Residential/R-2.5** **Vacant** **South-Agricultural/A-5)** **Mulligans Golf & Games** **West- Residential/R-2.5** **Single Family P.U.D. & 1/3-acre lots**

BACKGROUND: The City Council has directed staff to propose an amendment to both the City's Future Land Use Plan Map and the City's Zoning Map for the above-described property. The Land Use Amendment was before the City Council earlier on the agenda. If the Council denied or tabled that application, the zoning application cannot move forward.

The proposal is to rezone the property from R-2.5 to R M-4 allowing a maximum of 4 units per acre

The Planning Commission reviewed this application at a public hearing held on Tuesday, May 24, 2005 and recommended denial. Sam Puich made the motion for denial with a

second given by Fred Kankamp. The vote was 4 to 1 in favor of a denial recommendation with Kathi Johnson voting against the motion. The reasons given for the recommendation of denial were the same ones given for the denial recommendation for the Land Use Amendment.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The current zone (R-2.5), does not allow for attached housing. Due to the high water table, the subject property would not allow basements; so in order to make the project economically feasible, attached housing is necessary.
- Although the application to amend the zoning district includes the area designated as open space, the developer will be dedicating this area back to the City so that it will remain open space.
- The City Council must be reminded that the development of this parcel is based on the purchase agreement the City has with Arbor-Gardner and that the current plan has previously been accepted by the City Council.

Conclusions:

- By allowing the R M-4 Zone District, the density of the proposed development will remain the same as required in the R-2.5 Zone District, but would allow for smaller, attached units.
- The remaining property to the west and south will continue to be zoned R-2.5 and developed as part of the P.U.D.; the Villages at Riverwalk. These will be single family, detached housing with a density of not more than 2.5 lots per acre.
- The attached housing (mansion homes) will be required to meet all exterior materials requirements as well as the minimum 22' x 22' double garage for each dwelling unit.
- The application conforms to the City's General Plan in the following ways:

1. Goal H-1	Provide opportunity for development of a mix of housing types.
2. Policy H-1.4	Utilize Planned Unit Developments and Condominium projects to provide varied housing types.
3. Policy H-1.6	Encourage development within Large Master Planned Community areas.

Recommendations:

- Staff recommends receiving public input and approval of Ordinance #2005-15-Z.

FISCAL IMPACT:

- None

ALTERNATIVES:

- Approve Ordinance #2005-15-Z
- Modify the ordinance.
- Schedule the decision for a later meeting.

SUPPORT MATERIALS:

- Zoning Map
- Plat Map
- Ordinance

Approved as to Content:_____ Legal Review: _____

City Manager City Attorney

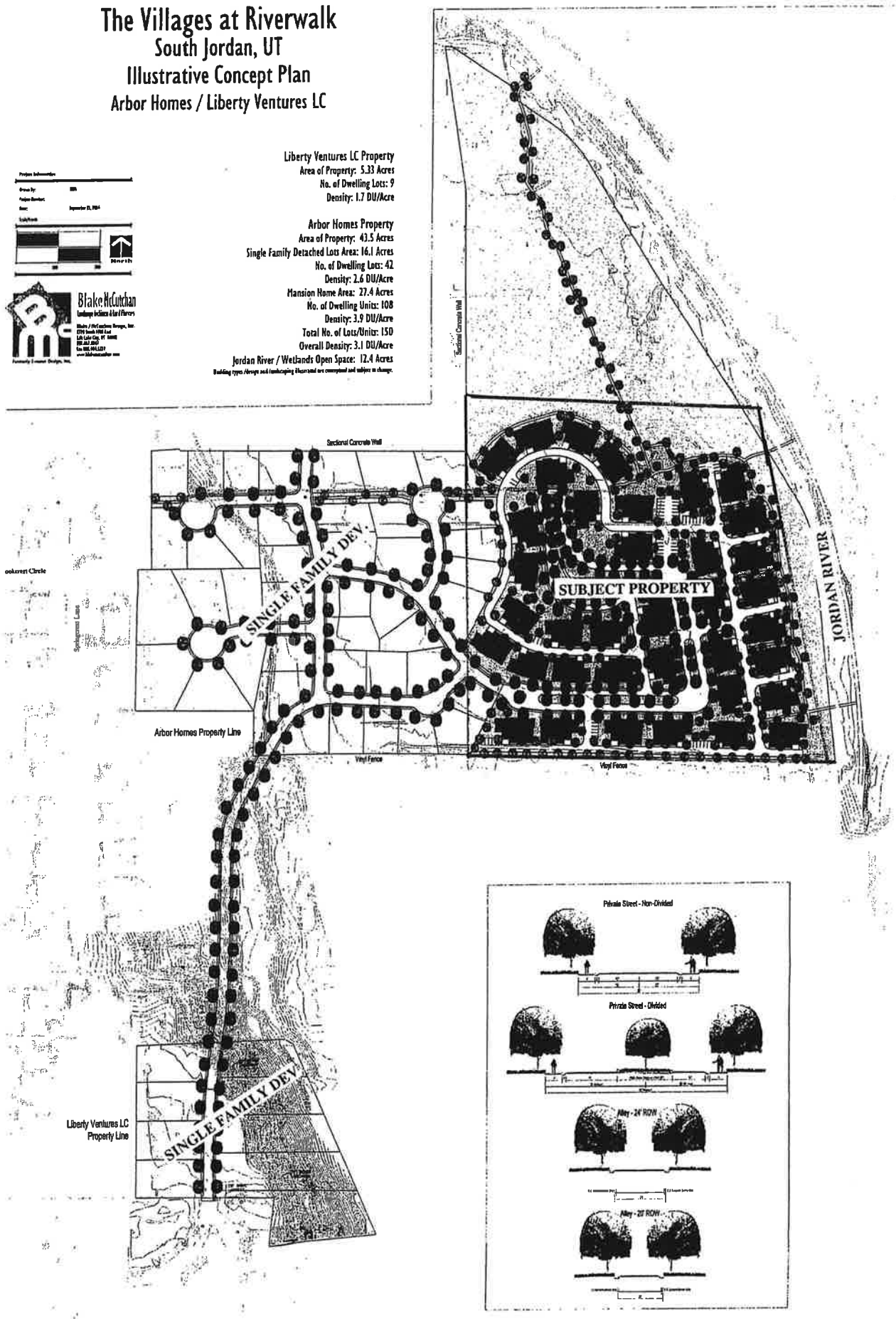
The Villages at Riverwalk
South Jordan, UT
Illustrative Concept Plan
Arbor Homes / Liberty Ventures LC

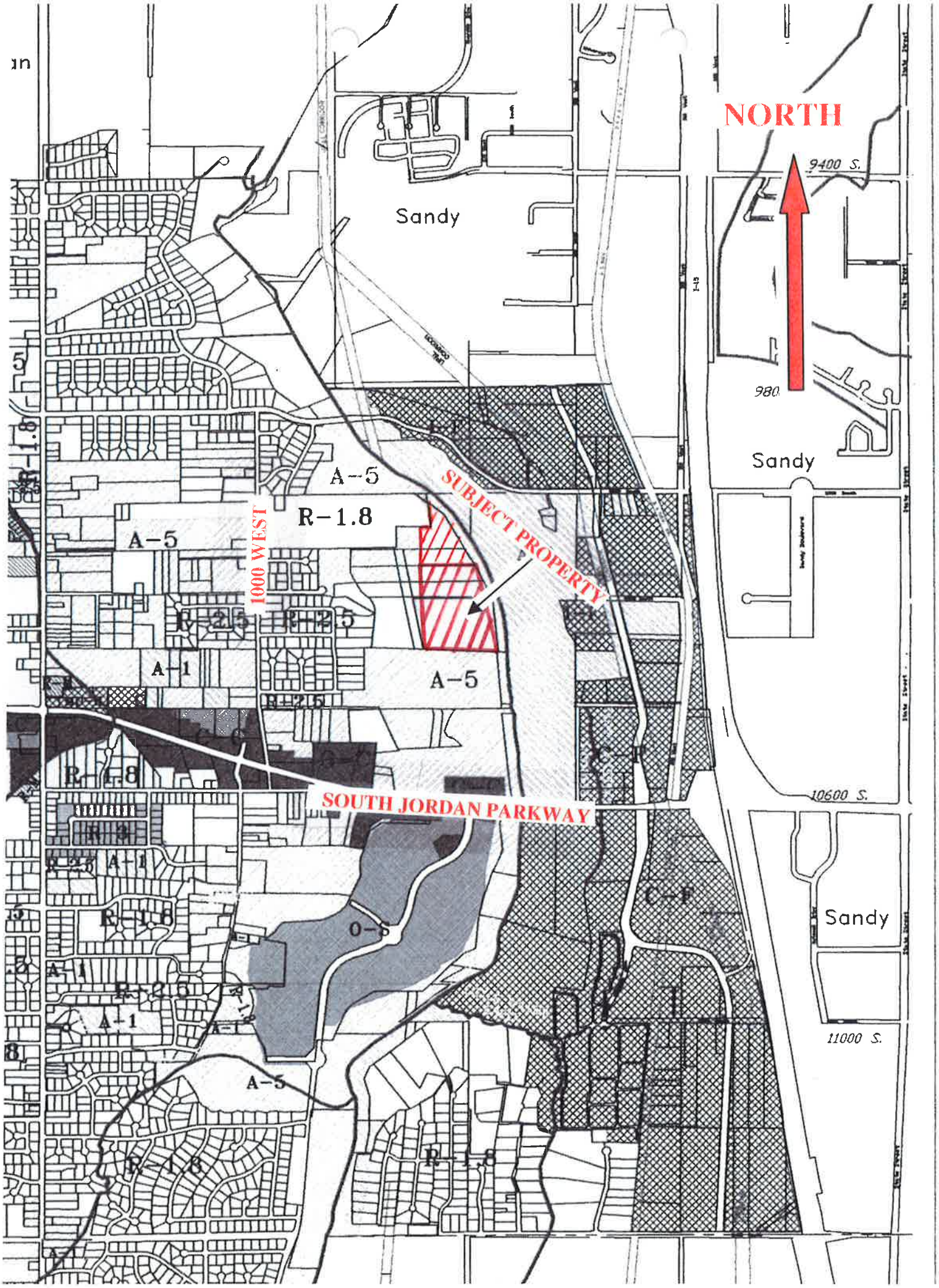
Liberty Ventures LC Property
Area of Property: 5.33 Acres
No. of Dwelling Lots: 9
Density: 1.7 DU/Acre

Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42
Density: 2.6 DU/Acre
Mansion Home Area: 27.4 Acres
No. of Dwelling Units: 108
Density: 3.9 DU/Acre
Total No. of Lots/Units: 150
Overall Density: 3.1 DU/Acre
Jordan River / Wetlands Open Space: 12.4 Acres

Building types /design and landscaping illustrated are conceptual and subject to change.

Blake McCutchan
Landscape Architects & Land Planners




NORTH
9400 S.
Sandy
Sandy
Sandy
Sandy
A-5
R-1.8
A-5
1000 WEST
SUBJECT PROPERTY
R-2.5
R-2.5
A-1
A-5
R-2.5
R-1.8
SOUTH JORDAN PARKWAY
10600 S.
R-3
A-1
R-1.8
O-S
C-F
A-1
R-2.5
A-1
A-1
11000 S.
A-5
R-1.8
R-1.8

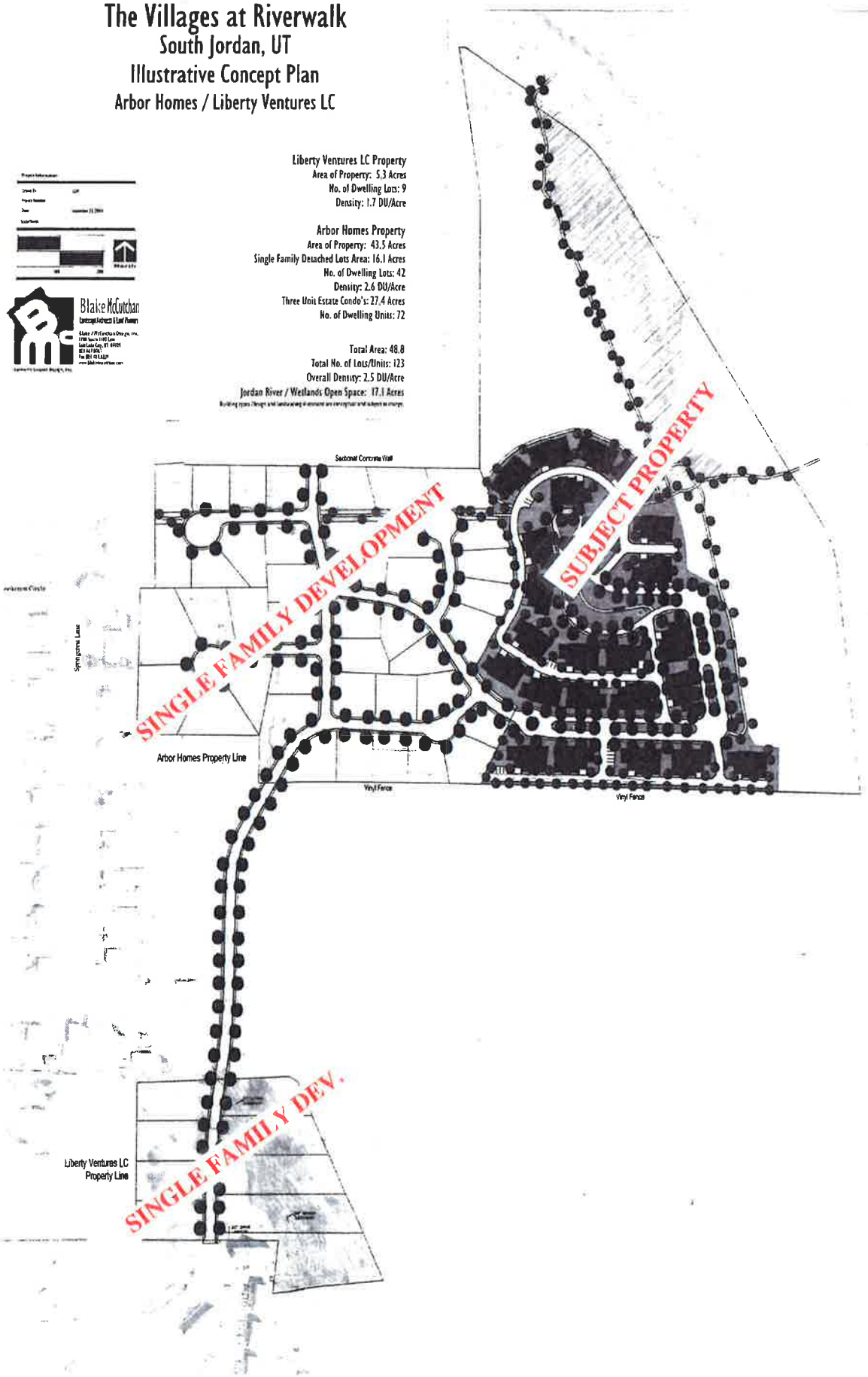
The Villages at Riverwalk
South Jordan, UT
Illustrative Concept Plan
Arbor Homes / Liberty Ventures LC

Blake McCutchan
Landscape Architects & Land Planners

Liberty Ventures LC Property
Area of Property: 5.3 Acres
No. of Dwelling Lots: 9
Density: 1.7 DU/Acre

Arbor Homes Property
Area of Property: 43.5 Acres
Single Family Detached Lots Area: 16.1 Acres
No. of Dwelling Lots: 42
Density: 2.6 DU/Acre
Three Unit Estate Condo's: 27.4 Acres
No. of Dwelling Units: 72

Total Area: 48.8
Total No. of Lots/Units: 123
Overall Density: 2.5 DU/Acre
Jordan River / Wetlands Open Space: 17.1 Acres



ORDINANCE NO. 2005-15-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF SOUTH JORDAN, CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL (R-2.5) TO RESIDENTIAL (R M-4) ON PROPERTY LOCATED AT APPROXIMATELY 10220 SOUTH 800 WEST, SOUTH JORDAN, UTAH. APPLICANT: SOUTH JORDAN CITY

WHEREAS, the South Jordan City Council has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the Municipal Code) with the accompanying Zoning Map;

WHEREAS, it has been proposed that the Zoning Map be amended by rezoning the below-described property;

WHEREAS, the South Jordan Planning Commission has reviewed and made recommendations concerning the proposed rezoning;

WHEREAS, the South Jordan City Council has held a public hearing concerning the proposed rezoning;

WHEREAS, the City Council finds that the rezoning will enhance the public health, safety and welfare and promote the goals of the General Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN:

SECTION 1. The property described in Application REZ-2005-18 filed by South Jordan City located in the City of South Jordan, is hereby reclassified from Residential (R-2.5) to Residential (R M-4) said property being described as follows:

SEE EXHIBIT "A"

SECTION 2. The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

SECTION 3. This Ordinance shall become effective one day after final passage by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS ____ DAY OF _____, 2005, BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
David W. Colton	____	____	____	____
Ann Gayheart	____	____	____	____
Bradley G. Marlor	____	____	____	____
Mary Wenner	____	____	____	____
Leona Winger	____	____	____	____

_____
W. Kent Money, Mayor

ATTEST: _____
Anna M. West, City Recorder

South Jordan City

Memorandum
Office of the City Manager

To: Mayor & City Council
Community Development Department
A.C.M. Whatcott

Subject: Misc.

Date: May 11, 2005

I would like to personally thank you for your time commitment and assistance during last night's budget work session. In large measure, the reason our budget process goes as smooth as it does is due to your leadership and policy direction. I am confident that our policies allow us to enjoy the fiscal strength we benefit from.

As a side bar, I thought you might like to know that the Jordan School District does not intend to raise property taxes this year. This will make our proposed increase, as insignificant as it is, a much easier process. I have attached a copy of a news article for your review.

On a separate issue, regarding the 40-acre land sale to Kem Gardner and John Gust, as you know the City Council has approved the land sale at a value of $3,330,000 with a return of over sixteen acres of open space back to the City. The project includes an overall density of 2.5 units per acre. In order to facilitate the Estate Homes as proposed and approved by the City Council in the lower acreage, it will be necessary to rezone 27.4 acres to a medium density of RM-4. This will create a use density of 2.63 within the 27.4 acres and an overall density of less than 2.5 throughout the proposed project. It is this entitlement process which has stalled the land sale as our agreement calls for full entitlements prior to closing. Therefore we are expediting the process and will bring it forward to the City Council as soon as possible. Should you have any questions or concerns in the interim, please let me know.

Sincerely,

Ricky A. Horst

City Manager

Cc: File

RIVERWALK VILLAGE EXECUTIVE HOME BOUNDARY

BEGINNING AT A POINT WHICH IS N0°04'29"E 98.24 FEET AND S89°44'17"E 2005.28 FEET AND S22°38'54"E 110.83 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE N00°28'10"W 695.31 FEET; THENCE N8°24'59"W 389.91 FEET; THENCE N89°31'50"E 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO.4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYORS OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIVER PARKWAY THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) S55°22'54"E 194.64 FEET; (2) S8°23'17"E 30.88 FEET; (3) S55°22'54"E 123.13 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHEASTERLY 145.51 FEET ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS S43°30'21"E 144.47 FEET) TO A POINT OF TANGENCY; (5) S31°37'46"E 1061.22 FEET TO A POINT OF CURVATURE; (6) SOUTHERLY 139.56 FEET ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S18°58'38"E 138.43 FEET) TO A POINT OF TANGENCY; THENCE S6°19'29"E 569.16 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES: (1) S89°43'10"W 11.03 FEET; (2) N87°45'24"W 65.32 FEET; (3) N87°56'44"W 150.00 FEET; (4) N87°36'23"W 73.09 FEET; (5) S89°49'44"W 47.95 FEET; (6) N87°32'40"W 49.14 FEET; (7) N88°41'06"W 99.83 FEET; (8) N88°47'31" WEST 107.39 FEET; (9) N88°45'37"W 252.61 FEET; (10) N88°26'22"W 114.36 FEET; THENCE N24°43'25"E 221.13 FEET; THENCE WESTERLY 27.96 FEET ALONG THE ARC OF A 44.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N77° 51'17"W 27.49 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF 255.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N52° 00'48"W 67.79 FEET); THENCE NORTHWESTERLY 38.13 FEET ALONG THE ARC OF A 109.86 FOOT NON-TANGENT CURVE TO THE RIGHT, (CHORD BEARS N34° 25'51"W 37.94 FEET); THENCE N 30°23'26" W 20.23 FEET; THENCE N29°08'07" E 147.02 FEET; THENCE N20°41'51" E 71.13 FEET; THENCE NORTH 93.25 FEET; THENCE N21° 23'24" W 98.16 FEET; THENCE N21°23'24" W 32.09 FEET; THENCE N22°38'50" W 110.83 FEET TO THE POINT OF BEGINNING.

CONTAINS 27.6 ACRES MORE OR LESS

SUB-200541

SOUTH JORDAN CITY
APPLICATION FOR SUBDIVISION & CONDOMINIUM PROJECTS

Subdivision/Condo Name: RIVERWALK
Concept _____ Preliminary X Final Plat ~~MMM~~ Waiver _____ Amd _____

OWNER INFORMATION:
Name: RIVERWALK LLC
Address: 45 W. 10000 S. STE 301
Business Phone: 561-8594 Home Phone: _____ Fax: _____

APPLICANT INFORMATION (IF NOT OWNER):
Name: CHRIS DRENT Business: _____
Address: SAME
Business Phone: ~~680~~ Cell Phone: 680-0870 Fax: _____
(optional)

ENGINEER/SURVEYOR INFORMATION:
Name: CIVIL SCIENCE Cert. Number _____
Firm Name: BRAD KENNISON Address: _____
Phone: _____ Fax: _____

SUBDIVISION/CONDO INFORMATION:
Zone District: R-5 / RM4 Property I.D. # (sidwell) _____
Property Size (acres): _____ Number of Lots: 123
Gross Density: 2.5 Net Density: 2.5
Approximate Address: 10200 S. 800 W.

OWNERS AFFIDAVIT

I, (we) CHRIS DRENT being duly sworn depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed _____

subscribed and sworn to before me this _____ day of _____

_____
Notary Public Residing in Salt Lake County, Utah

My Commission Expires _____

Fee: $ 5,229.79
Date Paid: 6-10-05
Received By: JUDY HANSEN

APPLICATIONS/SUB & CONDO.DOC

4674 38 PER LOT
531 FEE
29.27 MAILING
5229.79

SOUTH JORDAN CITY
PLANNING COMMISSION STAFF REPORT

TO: South Jordan City Planning Commission

FROM: Judy Hansen, Planner II

DATE: June 28, 2005

SUBJECT: **PUBLIC HEARING, FILE #SUB-2005-41, CONDITIONAL USE PERMIT/PRELIMINARY SUBDIVISION PLAT FOR THE VILLAGES AT RIVERWALK GATED PLANNED UNIT DEVELOPMENT LOCATED AT APPROXIMATELY 10200 SOUTH 800 WEST, RIVERWALK, L.L.C. (APPLICANT).**

ADDRESS	**10200 South 800 West (approximate)**
ACREAGE	**49.6 Acres**
CURRENT ZONE	**R-2.5 & R M-4**
CURRENT USE	**Vacant**
FUTURE LAND USE PLAN	**Low-Density & High Density Residential**
NUMBER OF UNITS	**123 Units**
NEIGHBORING ZONE & USES	**North-A-5 & A-1/Vacant** **South-A-5/Mulligan's Golf & Games** **West – R-2.5/Single Family Residential Developments/1/3 acre & larger lots** **East – A-5/Vacant, Jordan River**

BACKGROUND

The applicants are requesting preliminary plat approval of a 123 unit Planned Unit Development (P.U.D.) located at approximately 10200 South 800 West. The development will consist of both attached and detached residential dwellings. The developer will also be dedicating 17.1 acres to the City as open space. This will be a gated community with private streets, entering from Baxter Drive.

The eastern portion of the development, recently zoned RM-4 will be "mansion homes" with 3 residential dwellings per building. The applicant is proposing 24 mansion homes, creating 72 dwelling units. Due to the high water table in this area, basements are not possible. The minimum square footage in the R M Zone District for a two-family or multi-family dwelling is 1400 square feet. Each of the proposed units exceeds this requirement.

The square footage of the proposed dwelling units in the mansion homes will be as follows:

Unit 1 (two story with a bonus room, left unit)
Main floor-1452 square feet
Bonus Room-1452 square feet
Total – 2097 square feet

Unit 2 (two story, middle unit)
Main – 1087 square feet
2nd – 1115 square feet
Total – 2202 square feet

Unit 3 (one story, right unit)
Main – 1763 square feet.

Each dwelling unit shall be constructed with a minimum 10:12 roof pitch and a minimum 12' x 12' garage. East dwelling unit in the R M Zone shall be constructed with brick or stone in the minimum amount of 2 feet times the perimeter of the foundation including the garage. The applicant will be providing elevations showing materials and colors for approval with the final plat submittal.

The western and southern portion of the development is zoned R-2.5 and will be developed as single-family detached homes. There are 9 lots at the southern end of the development and 42 further north and west of the Mansion Homes. In a Planned Unit Development in the R-2.5 Zone District, smaller lots are allowed with more restrictive square footage and exterior materials required. The smallest allowable lot size in a P.U.D. in the R-2.5 Zone is 10,000 square feet, but the overall density cannot exceed 2.5 lots per acre. Each dwelling shall contain a total of at least 3600 square feet of floor area **and** a minimum 22' x 22' double garage. All dwellings will be constructed with a minimum 6:12 roof pitch and shall be constructed of brick or stone in the minimum amount of 3 feet times the perimeter of the foundation including the garage. A consistent architectural theme for all buildings, landscaping, streetscape, signs, street furniture, lighting, fencing and other design components will be provided with the final plat for approval. There is also a meandering trail and water feature that runs throughout the development. The water feature will fall into the wetland area as it leaves the development. The developers will be installing sidewalks and parkstrips on the east and north side of the streets with no sidewalks on the west and south side of the streets.

All improvements in the P.U.D. including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned by the homeowners and maintained by the owners of their agents through a special taxing district or owners association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the

City. The applicants will be submitting their restrictive covenants and Home Owners Association dedication with the final plat. These must be reviewed by the City Attorney and include an opinion of legal counsel licensed to practice law in Utah that the condominium of P.U.D. meets requirements of the Utah State law, and recorded with the condominium or P.U.D. for the project. A condominium, plat will be required for the "Mansion Homes" area.

Setback Requirements

In a Planned Unit Development (P.U.D.) the setbacks can vary as approved by the Planning Commission. The submitted plat shows the following minimum setbacks for the detached homes in the R-2.5 Zone:

Front Yard	**30'**
Street Side Yard	**20'**
Interior Side Yard	**5'**
Rear Yard	**15'**

The multi-family dwellings do not have a setback requirement, but staff recommends that the units adjacent to the detached dwellings be no closer than 15' to property line.

Fencing

The applicant is proposing to install a 6' high, pre-cast wall along the entire north boundary & south boundary west of Jordan Creek Drive; a 6' high wrought iron fence with brick pillars along the south boundary adjacent to the golf course as well as trees. Jordan Creek Drive will have a 6' high, pre-cast wall along the west side and trees on the east side of the road.

The residents living in the Springhill Subdivision, whose properties border Jordan Creek Drive recently rezoned their lots to R-2.5 and have expressed interest in including the west portion of their lots in this development. These may be shown as future development on the final plat, if they are able to amend the Springhill Subdivision prior to the final plat submittal.

RECOMMENDATION

Staff recommends receiving public input and **approval** of the Conditional Use Permit/Preliminary Subdivision Plat for the Village at Riverwalk with the following conditions:

1. Elevation drawings showing square footage, exterior materials will be submitted for approval with the final plat.
2. Detailed landscaping plans showing species, size and placement of trees along the east side of Jordan Creek Road and along the south boundary adjacent to the golf course as well as all planned landscaping within the development including the

entrance and common-open space. Staff will review and approval by staff is required prior to final plat approval.

3. Six-(6) foot high, pre-cast fences be installed along the entire north property boundary of the R-2.5 detached homes and along the south boundary of the detached homes, west of Jordan Creek Drive. A 6' high pre-cast wall be installed on the west side of Jordan Creek Drive with trees on the east side of that road. A 6' high wrought iron fence with brick pillars be installed along the south boundary adjacent to the golf course as well as trees.
4. The entry gate at the top of Jordan Creek Road will be approved by the City's Engineering and Fire Departments.
5. As per Section 17.36.180 of the City's Zoning Code, the minimum yard, width and frontage requirements of lots and units in the R-2.5 Zone My be altered in a P.U.D., the setback requirements for the detached homes will be as follows:

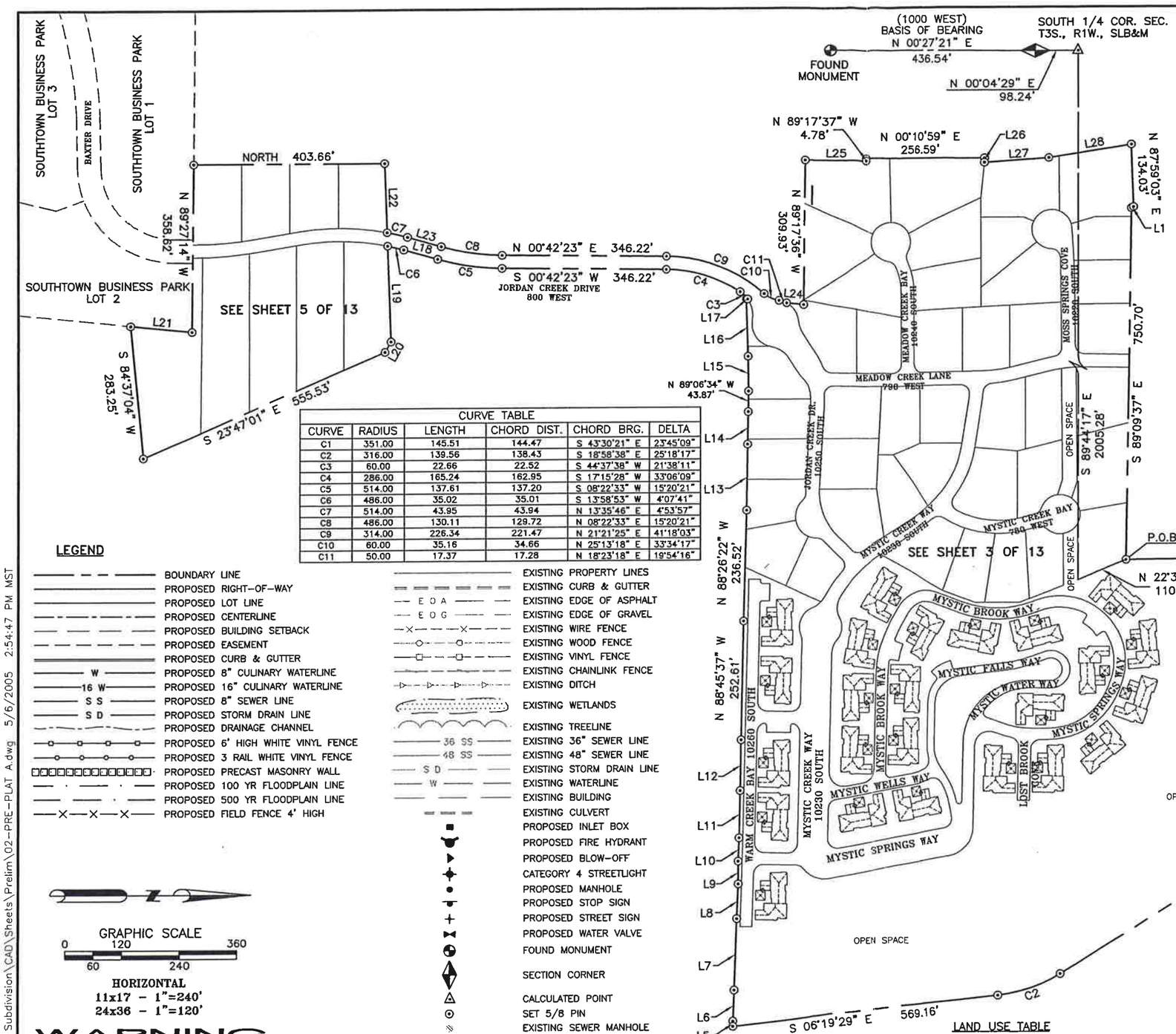
Front Yard	**30'**
Street Side Yard	**20'**
Interior Side Yard	**5'**
Rear Yard	**15'**

6. The Multi-Family dwellings will have a minimum 15' setback from property line adjacent to the detached homes.
7. a copy of the restrictive covenants and Home Owners Dedication to be submitted for review by the City Attorney and recorded with the final plat.
8. A condominium plat be submitted for the multi-family development or individual ownership wall lines shown on the final plat.
9. All Engineering and Fire Department requirements to be met.
10. All Planning requirements be met.

Greg Schindler

Greg Schindler, AICP
Senior Planner

Brian Preece, AICP
Deputy Director Community Development



LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS N0°04'29"E 98.24 FEET AND S89°44'17"E 2005.28 FEET AND N22°38'54"W 110.83 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE N00°28'10"W 695.31 FEET; THENCE N8°24'59"W 389.91 FEET; THENCE N89°31'50"E 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO.4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYORS OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIVER PARKWAY THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) S55°22'54"E 194.64 FEET; (2) S8°23'17"E 30.88 FEET; (3) S55°22'54"E 123.13 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHEASTERLY 145.51 FEET ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS S43°30'21"E 144.47 FEET) TO A POINT OF TANGENCY; (5) S31°37'46"E 1061.22 FEET TO A POINT OF CURVATURE; (6) SOUTHERLY 139.56 FEET ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S18°58'38"E 138.43 FEET) TO A POINT OF TANGENCY; THENCE S6°19'29"E 569.16 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES: (1) S89°43'10"W 11.03 FEET; (2) N87°45'24"W 65.32 FEET; (3) N87°56'44"W 150.00 FEET; (4) N87°36'23"W 73.09 FEET; (5) S89°49'44"W 47.95 FEET; (6) N87°32'40"W 49.14 FEET; (7) N88°41'06"W 99.83 FEET; (8) N88°47'31" WEST 107.39 FEET; (9) N88°45'37"W 252.61 FEET; (10) N88°26'22"W 236.52 FEET; THENCE N89°15'58"W 140.87 FEET; THENCE N88°55'57"W 69.25 FEET; THENCE N89°06'34"W 43.87 FEET; THENCE S89°15'03"W 74.17 FEET; THENCE S88°17'43"W 122.49 FEET; THENCE N6°00'46"E 2.86 FEET; THENCE SOUTHEWESTERLY 22.66 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS S44°37'38"W 22.52 FEET); THENCE SOUTHERLY 165.24 FEET ALONG THE ARC OF A 286.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS S17°15'28"W 162.95 FEET); THENCE S00°42'23"W 346.22 FEET; THENCE SOUTHERLY 137.61 FEET ALONG THE ARC OF A 514.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S8°22'33"W 137.20 FEET); THENCE S16°02'44"W 74.50 FEET; THENCE SOUTHERLY 35.02 FEET ALONG THE ARC OF A 486.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S13°58'53"W 35.01 FEET); THENCE N88°01'19"E 204.72 FEET; THENCE S60°01'17"E 25.56 FEET; THENCE S23°47'01"E 555.53 FEET; THENCE S84°37'04"W 283.25 FEET; THENCE N5°42'39"E 128.07 FEET; THENCE N89°27'14"W 358.62 FEET; THENCE NORTH 403.66 FEET; THENCE N88°01'19"E 148.39 FEET; THENCE NORTHERLY 43.95 FEET ALONG THE ARC OF A 514.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N13°35'46"E 43.94 FEET); THENCE N16°02'44"E 74.50 FEET; THENCE 130.11 FEET ALONG THE ARC OF A 486.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS N8°22'33"E 129.72 FEET); THENCE N00°42'23"E 346.22 FEET; THENCE NORTHERLY 226.34 FEET ALONG THE ARC OF 314.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N21°21'25"E 221.47 FEET); THENCE NORTHEASTERLY 35.16 FEET ALONG THE ARC OF A 60.00 RADIUS CURVE TO THE LEFT (CHORD BEARS N25°13'18"E 34.66 FEET); THENCE NORTHERLY 17.37 FEET ALONG THE ARC OF A 50.00 RADIUS CURVE TO THE RIGHT (CHORD BEARS N18°23'18"E 17.28 FEET); THENCE N6°00'46"E 37.45 FEET; THENCE N89°17'36"W 309.93 FEET; THENCE N00°42'23"E 127.00 FEET; THENCE N89°17'37"W 4.78 FEET; THENCE N00°10'59"E 256.59 FEET; THENCE S89°17'37"E 9.51 FEET; THENCE N4°08'44"W 133.06 FEET; THENCE N9°02'05"W 176.44 FEET; THENCE N87°59'03"E 134.03 FEET; THENCE S27°51'17"E 5.02 FEET; THENCE S89°09'37"E 750.70 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,160,026 SQ. FT. OR 49.6 ACRES, MORE OR LESS.

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	351.00	145.51	144.47	S 43°30'21" E	23°45'09"
C2	316.00	139.56	138.43	S 18°58'38" E	25°18'17"
C3	60.00	22.66	22.52	S 44°37'38" W	21°38'11"
C4	286.00	165.24	162.95	S 17°15'28" W	33°06'09"
C5	514.00	137.61	137.20	S 08°22'33" W	15°20'21"
C6	486.00	35.02	35.01	S 13°58'53" W	4°07'41"
C7	514.00	43.95	43.94	N 13°35'46" E	4°53'57"
C8	486.00	130.11	129.72	N 08°22'33" E	15°20'21"
C9	314.00	226.34	221.47	N 21°21'25" E	41°18'03"
C10	60.00	35.16	34.66	N 25°13'18" E	33°34'17"
C11	50.00	17.37	17.28	N 18°23'18" E	19°54'16"

LINE TABLE

LINE	LENGTH	BEARING
L1	5.02	S 27°51'17" E
L2	16.32	N 89°31'50" E
L3	30.88	S 08°23'17" E
L4	123.13	S 55°22'54" E
L5	11.03	S 89°43'10" W
L6	65.32	N 87°45'24" W
L7	150.00	N 87°56'44" W
L8	73.09	N 87°36'23" W
L9	47.95	S 89°49'44" W
L10	49.14	N 87°32'40" W
L11	99.83	N 88°41'06" W
L12	107.39	N 88°47'31" W
L13	140.87	N 89°15'58" W
L14	69.25	N 88°55'57" W
L15	74.17	S 89°15'03" W
L16	122.49	S 88°17'43" W
L17	2.86	N 06°00'46" E
L18	74.50	S 16°02'44" W
L19	204.72	N 88°01'19" E
L20	25.56	S 60°01'17" E
L21	128.07	N 05°42'39" E
L22	148.39	N 88°01'19" E
L23	74.50	N 16°02'44" E
L24	37.45	N 06°00'46" E
L25	127.00	N 00°42'23" E
L26	9.51	S 89°17'37" E
L27	133.06	N 04°08'44" W
L28	176.44	N 09°02'05" W

LEGEND

- BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT
- PROPOSED CURB & GUTTER
- W — PROPOSED 8" CULINARY WATERLINE
- 16 W — PROPOSED 16" CULINARY WATERLINE
- S S — PROPOSED 8" SEWER LINE
- S D — PROPOSED STORM DRAIN LINE
- PROPOSED DRAINAGE CHANNEL
- PROPOSED 6' HIGH WHITE VINYL FENCE
- PROPOSED 3 RAIL WHITE VINYL FENCE
- PROPOSED PRECAST MASONRY WALL
- PROPOSED 100 YR FLOODPLAIN LINE
- PROPOSED 500 YR FLOODPLAIN LINE
- PROPOSED FIELD FENCE 4' HIGH
- EXISTING PROPERTY LINES
- EXISTING CURB & GUTTER
- E O A — EXISTING EDGE OF ASPHALT
- E O G — EXISTING EDGE OF GRAVEL
- EXISTING WIRE FENCE
- EXISTING WOOD FENCE
- EXISTING VINYL FENCE
- EXISTING CHAINLINK FENCE
- EXISTING DITCH
- EXISTING WETLANDS
- EXISTING TREELINE
- 36 SS — EXISTING 36" SEWER LINE
- 48 SS — EXISTING 48" SEWER LINE
- S D — EXISTING STORM DRAIN LINE
- W — EXISTING WATERLINE
- EXISTING BUILDING
- EXISTING CULVERT
- PROPOSED INLET BOX
- PROPOSED FIRE HYDRANT
- PROPOSED BLOW-OFF
- CATEGORY 4 STREETLIGHT
- PROPOSED MANHOLE
- PROPOSED STOP SIGN
- PROPOSED STREET SIGN
- PROPOSED WATER VALVE
- FOUND MONUMENT
- SECTION CORNER
- CALCULATED POINT
- SET 5/8 PIN
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TREE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE

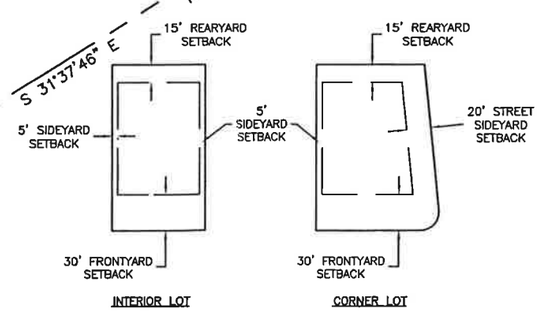
GRAPHIC SCALE
0 120 360
60 240

HORIZONTAL
11x17 - 1"=240'
24x36 - 1"=120'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

LAND USE TABLE

PROJECT ACREAGE	49.6 ACRES
OPEN SPACE ACREAGE	17.1 ACRES
OPEN SPACE PERCENTAGE	34.5%
NUMBER OF LOTS	123 LOTS
AVERAGE LOT DENSITY	2.48 LOTS/ACRE



TYPICAL SETBACK DETAILS
-NTS-

NO	REVISIONS	BY	DATE

DRAWN TT 4/8/05 DATE
CHECKED BAK PROJECT ENGINEER DATE
APPROVED BMC PROJECT MANAGER DATE

This drawing is the property of CIVIL SCIENCE and is not to be reproduced, modified or used for any other project or extension of this project except by agreement with said company.

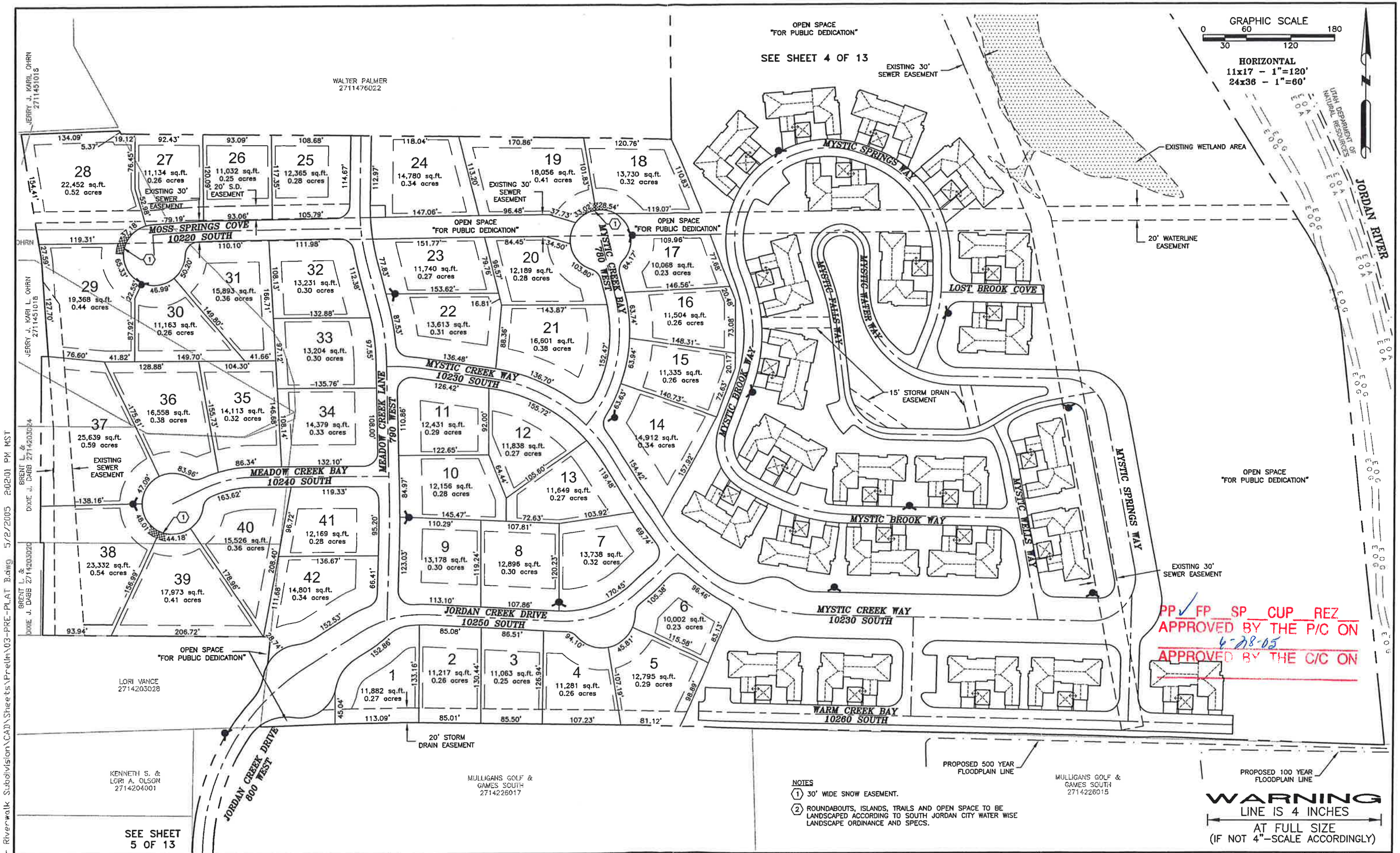
CIVIL SCIENCE
ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
3160 West Clubhouse Drive
Lehi, UT 84043
PHONE (801)768-7200, FAX (801)768-7201

THE VILLAGE AT RIVERWALK

PRELIMINARY PLAT

PROJECT NO.: 03050.07
SHEET NO. 2 OF 13
FILE NAME: PRE-PLAT A
SCALE: AS SHOWN

Q:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Prelim\02-PRE-PLAT A.dwg 5/6/2005 2:54:47 PM MST



NOTES

1. 30' WIDE SNOW EASEMENT.
2. ROUNDABOUTS, ISLANDS, TRAILS AND OPEN SPACE TO BE LANDSCAPED ACCORDING TO SOUTH JORDAN CITY WATER WISE LANDSCAPE ORDINANCE AND SPECS.

NO.	REVISIONS	BY	DATE

DRAWN TT 4/8/05 DATE
CHECKED BAK PROJECT ENGINEER – DATE
APPROVED BMC PROJECT MANAGER – DATE

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3160 West Clubhouse Drive
Lehi, UT 84043
PHONE (801)768-7200, FAX (801)768-7201

THE VILLAGE AT RIVERWALK

PRELIMINARY PLAT

PROJECT NO.: 03050.07
SHEET NO. 3 OF 13
FILE NAME: PRE-PLAT C
SCALE: AS SHOWN

G:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Prelim\03-PRE-PLAT B.dwg 5/2/2005 2:02:01 PM MST

City of South Jordan

1600 W. Towne Center Drive, South Jordan UT 84095 Phone (801) 254-3742 FAX (801) 253-5235

PLANNING & ZONING APPLICATION # LUA-2004-12

☐ CONDITIONAL USE PERMIT ☐ CONCEPT PLAN ☐ SITE PLAN

☒ GENERAL PLAN AMENDMENT ☐ BOARD OF ADJUSTMENT ☐ REZONING

NAME ARBOR Residential Properties L.C.

MAILING ADDRESS 45 West 10000 South Suite 301

CITY, STATE, ZIP Sandy, Utah 84070

TELEPHONE 801-561-8594 FAX 801-561-8647

AGENT John Gunt

MAILING ADDRESS Same as above

CITY, STATE, ZIP

TELEPHONE FAX

SUBJECT PROPERTY ADDRESS/PARCEL NUMBER/ACREAGE 27.61 ACRES

650 W. 10000 So Approx

ZONE DISTRICT R-2.5

IF REZONE OR GENERAL PLAN CHANGE: FROM Low Density TO High Density

PROPOSED USE: High Density Condo use

Fee $ 515.00 Date Received: 8-27-04 Accepted By: [signature]

State of Utah }
County of Salt Lake }
City of South Jordan }

I (We), ARBOR RESIDENTIAL PROPERTIES, being duly sworn, depose and say that I (We) am (are) the owner (s) or authorized agent (s) of the owner of the property involved in this application and tht the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all aspect true and correct to the best of my (our) knowledge and belief.

Signed [signature]

Subscribed and sworn to before me this 27 day of August, 2004

JUDITH M HANSEN
NOTARY PUBLIC • STATE of UTAH
1600 WEST TOWNE CENTER DRIVE
SOUTH JORDAN UT 84095
MY COMMISSION EXPIRES: 03-03-2008

[signature]
Notary Public in Salt Lake County, Utah

My commission expires: 03-03-08

AGENT AUTHORIZATION

I (We), South Jordan City, the owner (s) of real property at RIVERWALK, South Jordan, Utah do hereby appoint John Gust as my (our) agent to represent me (us) with regard to this application affecting the above real property and do authorize John Gust _____ to appear on my (our) behalf before any City Boards regarding this application.

Dated this 25TH day of AUGUST, 2004

Signed [signature]
Owner's Signature

On the 25 Aug 2004 day of John Gust, _____ personally appeared before me _____, the signer (s) of the above instument who duly acknowledged to me that executed same.

SHARON LEWIS
NOTARY PUBLIC - STATE OF UTAH
4781 South 3040 West
Salt Lake City, UT 84118
My Comm. Exp. 09/16/2005

Sharon Lewis
Notary Public Residing in Salt Lake County, Utah

My commission expires: 9-16-05

SOUTH JORDAN CITY
APPLICATION FOR SUBDIVISION

Subdivision Name: RIVERWALK #SUB-200559
Concept ____ Preliminary ____ Final Plat X Waiver ____ Amd ____

OWNER INFORMATION:
Name: RIVERWALK LC.
Address: 45 W. 10000 S. STE. 301 SANDY, UT. 84070
Business Phone: ~~596-8707~~ 561-8594 Home Phone: 680-0870 CELL Fax: 561-8647

APPLICANT INFORMATION (IF NOT OWNER):
Name: ____ Business: ____
Address: ____
Business Phone: ____ Cell Phone: ____ (optional) Fax: ____

ENGINEER INFORMATION:
Name: CIVIL SCIENCE Cert. Number 323869
Firm Name: BRAD KENISON Address: 3160 W. CLUBHOUSE DRIVE.
Phone: 367-4202 Fax: ____

SUBDIVISION INFORMATION:
Zone District: R 2.5 Property I.D. # (sidwell) ____
Property Size (acres): 49.2 Number of Lots: 123
Gross Density: 2.5 Net Density: 2.5
Approximate Address: 10100 S. 700 W.

OWNERS AFFIDAVIT

I, (we) ~~CHRIS DRENT~~ CHRIS PRENT, being duly sworn depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed [signature]

subscribed and sworn to before me this 9 day of August 2005

SHARON LEWIS
NOTARY PUBLIC - STATE OF UTAH
4781 South 3040 West
Salt Lake City, UT 84118
My Comm. Exp. 09/16/2005

Sharon Lewis
Notary Public Residing in Salt Lake County, Utah

My Commission Expires 9-16-05

Fee: $5,205.00
Paid: 8-9-05
Received By: [signature]

SOUTH JORDAN CITY
PLANNING COMMISSION REPORT **Meeting Date: 8-23-05**

Issue: **FILE #SUB-2005-59, FINAL PLANNED UNIT DEVELOPMENT (PUD), FINAL SUBDIVISION PLAT, THE VILLAGES AT RIVERWALK, 10315 SOUTH 800 WEST, R-2.5 & R-M 4 ZONE DISTRICT, ARBOR HOMES (APPLICANT)**

Submitted By: Judy Hansen, Planner Agenda Item No.

Staff Recommendation (Motion Ready): **Approval** of the Planned Unit Development/Final Subdivision Plat for The Villages at Riverwalk located at 10315 South 800 West with the conditions listed below.

ADDRESS	**10315 South 800 West**
ACREAGE	**49.2 Acres**
CURRENT ZONE	**R-2.5**
CURRENT USE	**Vacant**
FUTURE LAND USE PLAN	**Low-Density Residential**
PROPOSED # LOTS & UNITS	**124 Lots/ 72 Units on 76 lots included in the 124.**

NEIGHBORING ZONE & USES	**North-A-5/Agricultural Use** **South-A-5/Mulligan's Golf & Games** **East – A-1/Jordan River** **West – A-5 & R-2.5/Agricultural Use & Residential Use**

BACKGROUND: This is the final subdivision plat for a Planned Unit Development located at approximately 10315 South Jordan Creek Drive (800 West). The Planning Commission approved the Conditional Use Permit/Preliminary Subdivision Plat on August 9, 2005.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The development consists of 124 lots. Of these, there are 52 single-family lots and 24 multiple-family lots.
- On the multiple family lots, Mansion Homes consisting of 3 attached dwelling units per building, allowing 72 units. These 72 units are counted within the 124 lots. This area is zoned R-M 4. The single-family lots are zoned R-2.5.
- The Mansion Homes will be constructed without basements due to the ground water table. The single-family homes will be able to have basements.

- Of the 52 single-family lots, 10 will be located at the top of the hill, adjacent to the Baxter Commercial Subdivision. The entire development will be gated, with a gate as you enter from Baxter Drive accessing the 10 lots and a second gate at the bottom, accessing the smaller lots and the mansion homes.
- The applicant is proposing the following fencing: Vinyl coated chain link along the north side property line of lot 47 and the rear property lines of lot 47 through 51; 6' pre-cast wall along the north property lines of lots 46 & 48; 6' high vinyl coated chain link along the rear property lines of lots 43 through 46 and the north property line of lot 43; 6' high, solid vinyl fence along the west side of Jordan Creek Drive adjacent to the Springhill and Ridgecrest Estates Subdivisions: 3-rail white vinyl fence on the east side of Jordan Creek Drive adjacent to the golf course; 6' wrought iron with brick masonry pillars on the south boundary of the mansion homes and the single family lots east of the entrance; 6' high pre-cast wall along the south side of lots 38 & 39 and the west side of lots 28, 29, 37, & 38, the north side of lots 18 through 28 and the west side of the mansion homes adjacent to the agricultural property. There will be no fencing along the east side of the project allowing open view and access to the open space (parcel A).
- The single family homes will be required to meet the size, exterior materials, and garage size of the P.U.D. portion of the R-2.5 Zone District. The elevation drawings submitted do not include the 10 lots at the top of the hill. They are requesting to allow custom homes to be built as owners request. All homes built in this area that do not comply with the submitted elevation drawings will have to be approved by Arbor Homes as required in the restrictive covenants. This area may have a separate Home Owners Association, but will be under the same restrictive covenants. The plot plan for this area is showing 9 lots. A 10th lot is being added and the corrected plan will be available for your review at the meeting. This lot is located adjacent to lot 43.
- The developer will be dedicating approximately 17 acres of open space to the City, but will be landscaping and maintaining the retention pond. This will be part of the restrictive covenant requirements.
- The entire development will be controlled with the same restrictive covenant documents.
- There will be a water feature that runs along Moss Springs Cove and will empty into the wet lands.
- The developer will be planting 2 ½ caliper Autumn Blaze Maple trees along the south border of the Mansion Homes adjacent to the golf course and along the east boundary of Jordan Creek Drive adjacent to the golf course and the 3-rail vinyl fence. They will also be landscaping the front yards of the single-family homes as well as all private and common open space.

Conclusions:

- As conditioned, the proposal meets all City, Staff and zoning ordinance requirements.

Recommendations:

- Staff recommends approval of the final plat with the following conditions:
    1. The area shown as "future development" to be labeled as Parcel A-Open Space.
    2. A copy of the Restrictive Covenants to be submitted to the City for approval prior to recordation of the plat.

3. There will be a separate Home Owners Association for the Mansion Homes and the Single-Family Homes, but the entire development including the 10 lots at the top will be governed by the same restrictive covenants. Each Home Owners Association Covenants to be submitted to the City for review.
4. If the 10 lots at the top of Jordan Creek Drive chose not to use the approve building elevations and floor plans, any house plan must be approved by Arbor Homes and meet all City Ordinance Requirements.
5. Staff recommends that the fencing along the south & West sides of lot 47, the east side of lots 47 through 51 and the north side of lot 51 be 6' high pre-cast as they are adjacent to the golf course. Staff also recommends that the fence along the rear property lines of lots 53 through 46 be 6' high solid vinyl as well as the south side of lot 43.
6. All Engineering and Fire Department requirements will be met.
7. All Zoning and Code requirements will be met.

FISCAL IMPACT:

- This would allow the City to continue to maintain Mulligan's Golf & Games as green open space and an amenity to the City.

ALTERNATIVES:

- Approve the Planned Unit Development-Final Subdivision Plat for the Villages at Riverwalk.
- Schedule the decision for a later meeting.

SUPPORT MATERIALS:

- Zoning Map
- Plat Maps.

Approved as to Content:

Brian Preece A.I.C.P.
Deputy Director, Community Development

Greg Schindler, A.I.C.P.
Senior Planner

Riverwalk Boundary Description

BEGINNING AT A POINT WHICH IS N0°04'29"E 98.24 FEET AND S89°44'17"E 2005.28 FEET AND N22°38'54"W 110.83 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE N00°28'10"W 695.31 FEET; THENCE N8°24'59"W 389.91 FEET; THENCE N89°31'50"E 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO.4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYORS OFFICE RECORD OF SURVEY S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIVER PARKWAY THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) S55°22'54"E 194.64 FEET; (2) S8°23'17"E 30.88 FEET; (3) S55°22'54"E 123.13 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHEASTERLY 145.51 FEET ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS S43°30'21"E 144.47 FEET) TO A POINT OF TANGENCY; (5) S31°37'46"E 1061.22 FEET TO A POINT OF CURVATURE; (6) SOUTHERLY 139.56 FEET ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S18°58'38"E 138.43 FEET) TO A POINT OF TANGENCY; THENCE S6°19'29"E 569.16 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES: (1) S89°43'10"W 11.03 FEET; (2) N87°45'24"W 65.32 FEET; (3) N87°56'44"W 150.00 FEET; (4) N87°36'23"W 73.09 FEET; (5) S89°49'44"W 47.95 FEET; (6) N87°32'40"W 49.14 FEET; (7) N88°41'06"W 99.83 FEET; (8) N88°47'31" WEST 107.39 FEET; (9) N88°45'37"W 252.61 FEET; (10) N88°26'22"W 236.52 FEET; THENCE N89°15'58"W 140.87 FEET; THENCE N88°55'57"W 69.25 FEET; THENCE N89°06'34"W 43.87 FEET; THENCE S89°15'03"W 74.17 FEET; THENCE S88°17'43"W 122.49 FEET; THENCE N6°00'46"E 2.86 FEET; THENCE SOUTHEWESTERLY 22.66 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS S44°37'38"W 22.52 FEET); THENCE SOUTHERLY 165.24 FEET ALONG THE ARC OF A 286.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS S17°15'28"W 162.95 FEET); THENCE S00°42'23"W 346.22 FEET; THENCE SOUTHERLY 137.61 FEET ALONG THE ARC OF A 514.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S8°22'33"W 137.20 FEET); THENCE S16°02'44"W 74.50 FEET; THENCE SOUTHERLY 35.02 FEET ALONG THE ARC OF A 486.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S13°58'53"W 35.01 FEET); THENCE NORTHERLY 43.95 FEET ALONG THE ARC OF A 514.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N13°35'46"E 43.94 FEET); THENCE N16°02'44"E 74.50 FEET; THENCE 130.11 FEET ALONG THE ARC OF A 486.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS N8°22'33"E 129.72 FEET); THENCE N00°42'23"E 346.22 FEET; THENCE NORTHERLY 226.34 FEET ALONG THE ARC OF 314.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N21°21'25"E 221.47 FEET); THENCE NORTHEASTERLY 35.16 FEET ALONG THE ARC OF A 60.00 RADIUS CURVE TO THE LEFT (CHORD BEARS N25°13'18"E 34.66 FEET); THENCE NORTHERLY 17.37 FEET ALONG THE ARC OF A 50.00 RADIUS CURVE TO THE RIGHT (CHORD BEARS N18°23'18"E 17.28 FEET); THENCE N6°00'46"E 37.45 FEET; THENCE N89°17'36"W 309.93 FEET; THENCE N00°42'23"E 127.00 FEET; THENCE N89°17'37"W 4.78 FEET; THENCE N00°10'59"E 256.59 FEET; THENCE S89°17'37"E 9.51 FEET; THENCE N4°08'44"W 133.06 FEET; THENCE N9°02'05"W 176.44 FEET; THENCE N87°59'03"E 134.03 FEET; THENCE S27°51'17"E 5.02 FEET; THENCE S89°09'37"E 750.70 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,926,176.72 SQ. FT. OR 44.74 ACRES, MORE OR LESS.

DEVELOPMENT AGREEMENT

WHEREAS, South Jordan City (herein after referred to as "City") is a municipal corporation and political subdivision of the State of Utah; and

WHEREAS, Gary W. McDougal (herein after referred as "McDougal") is an individual and owner of real property located in the corporate limits of South Jordan City; and

WHEREAS, McDougal and City desire to enhance the subdivision developments known as Mulligan Ridge at River Walk and The Village at River Walk by completing the extension of the roadway known as Baxter Drive; and

WHEREAS, McDougal and City have reached a mutually beneficial agreement for completing the roadway extension known as Baxter Drive; and

WHEREAS, McDougal and City desire to finalize their agreements in a written development agreement to be binding upon both parties.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the McDougal and City do incorporate the recitals written above and agree as follows:

Section One: Zoning.

Mulligan Ridge at River Walk shall be developed as a phase (the number of which is to be determined) of The Village at River Walk. The designated zoning for the development shall be as a Planned Unit Development (PUD).

Section Two: Baxter Drive Roadway.

City or its approved designee shall extend Baxter Drive through Mulligan Ridge at River Walk. Baxter Drive shall provide a primary access to The Village at River Walk.

McDougal shall provide the land for the road installation at no cost to City. City shall install the road at no cost to McDougal. The road installation made by City shall include the following so that development permits may be issued:

- Asphalt
- Curb, gutter and side walk on the west side of the roadway
- Utilities including water laterals, power, gas, storm drain, and street lights
- Engineering services directly associated with the design and construction of Baxter Drive including the completion of the preliminary and final development plat for Mulligan Ridge at River Walk
- City to waive all application fees, storm water assessments, and all City assessments related to the development of Mulligan Ridge at River Walk

Dedication of Baxter Drive from McDougal to City shall occur with the recording of the Mulligan Ridge at River Walk subdivision plat.

McDougal shall be solely responsible for all costs associated with the single lot located on the private drive.

Section Three: Sewer District, Sewer, Gate and Fence.

In the event the Sewer District acquires property in the vicinity of the developments referred to herein, both McDougal and City agree that large trucks and equipment shall not be allowed to utilize Baxter Drive for sewer plant access.

McDougal shall pay all reasonable costs associated with the installation of the sewer system in Mulligan Ridge at River Walk, including the installation of manholes and sewer laterals.

McDougal and City agree that the gate for the development shall be located at the south boundary of Mulligan Ridge at River Walk (Baxter Drive).

- McDougal shall pay for fifty percent (50%) of the cost of building and locating the gate through donation of and cash
- Maintenance of the gate shall be shared by McDougal and City based on a ratio of the number of lots developed respectively assessed through the PUD, e.g., City develops 88 lots and McDougal develops 9 lots the assessment is 1/97

Fencing shall be as follows:

- Fencing at Mulligan Ridge at River Walk shall be precast concrete on the Southwest and partially on the North boundary per Attachment "A"
- The expenses for the fence bordering Mulligan's Golf Course shall be shared equally between McDougal and City or designee
- Fencing materials shall be resistant to hazards associated with the game of golf, and may include as a suggestion a quality 6 foot black chained link lined with trees every 25 feet.

Section Four: Lots.

All approvals of building lots are subject to the City's legislative discretion and no lot number is guaranteed herein. However, the preliminary plat for Mulligan Ridge at River Walk shows nine (9) lots. The improvements agreed to herein provide for eight (8) finished building lots ready for building permits.

Section Five: Abandonment.

In the event City abandons the Baxter Drive road extension through Mulligan Ridge at River Walk, it is agreed as follows:

- The Mulligan Ridge at River Walk preliminary plat as attached has preliminary approval
- The gate shall be allowed on the South entrance of Mulligan Ridge at River Walk

- That a hammerhead is allowed on the North end of Mulligan Ridge at River Walk in lieu of a cul-de-sac

Dated this 21 day of July 2004.

IN WITNESS WHEROF, the parties have executed this Development Agreement individually or by and through their duly authorized representatives as of the day and year hereinabove written.

ATTEST:

SOUTH JORDAN CITY

City Recorder

City of South Jordan CORPORATE Seal State of Utah

By: Ricky A. Horst, City Manager

Gary W. McDougal

Gary W. McDougal, Owner

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF Utah)

On the 21 day of July, 2004, personally appeared before me Gary W. McDougal, who being duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
LAUREN DAY
1600 West Towne Center Dr
South Jordan, UT 84095
COMMISSION EXPIRES
March 3, 2008
STATE OF UTAH

NOTARY PUBLIC

My Commission Expires:

3-3-08

Residing in:

Salt Lake County

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 21 day of July, 2004, personally appeared before me Ricky A. Horst, who being by me duly sworn, did say that he is the City Manager of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC
LAUREN DAY
1600 West Towne Center Dr
South Jordan, UT 84095
COMMISSION EXPIRES
March 3, 2008
STATE OF UTAH

NOTARY PUBLIC

May Commission Expires:

3-3-08

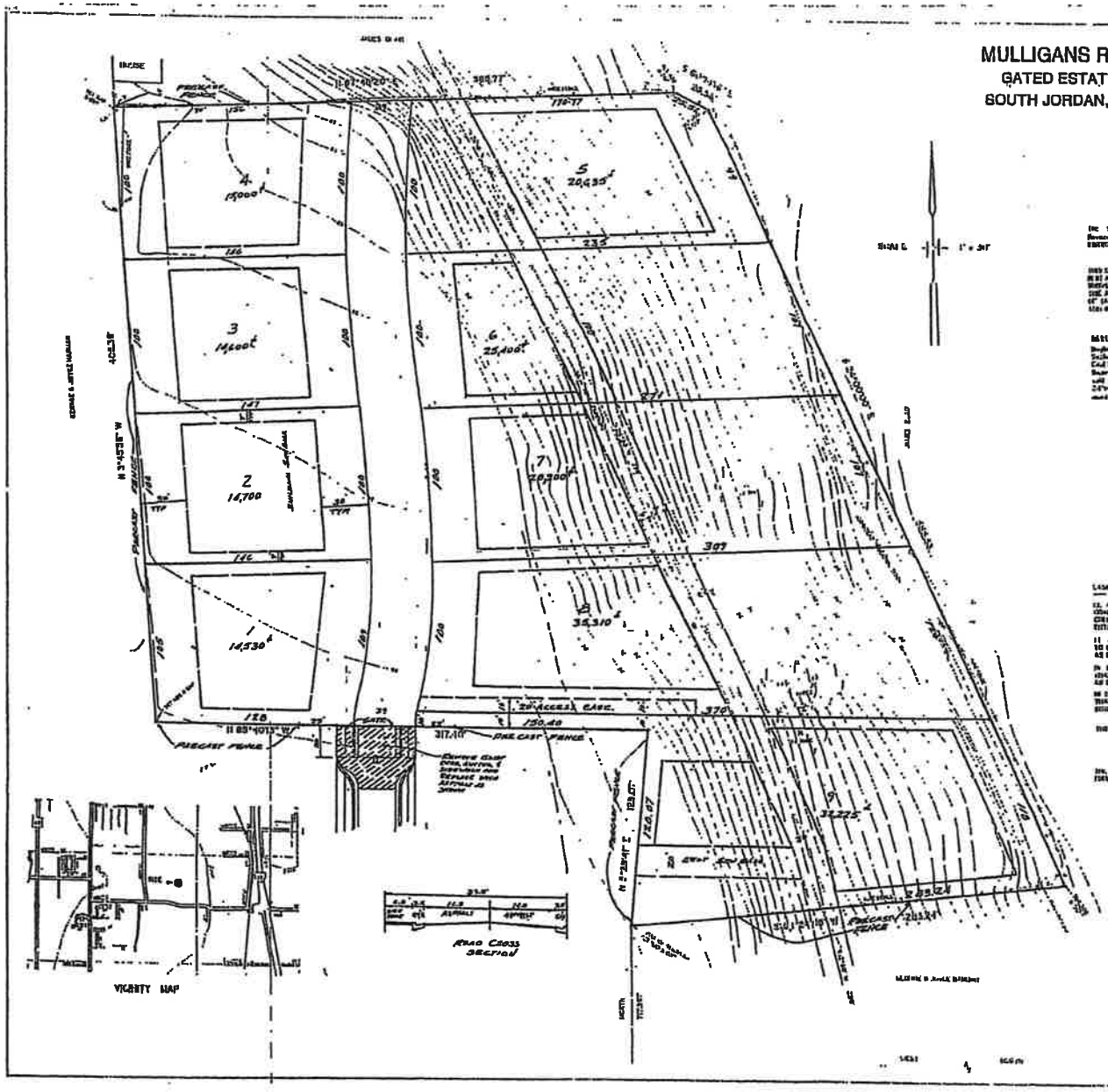
Residing at:

Salt Lake County

MULLIGANS RIDGE

GATED ESTATES

SOUTH JORDAN, UTAH



SURVEYOR'S CERTIFICATE.

[illegible]

BASIS OF BEARINGS.

[illegible]

[illegible]

Development Agreement
Action Form.
GWM 7-21-09
7-21-09

RALPH GOFF AND ASSOCIATES
CONSULTING ENGINEERS
[illegible] EAST VINE STREET – MURRAY, UTAH 84107
(801) [illegible]-[illegible]

BASIS OF BEARING
[illegible]

2004-060 (A) COPY

ADDENDUM TO DEVELOPMENT AGREEMENT

This agreement is an ADDENDUM to the Development Agreement dated July 21, 2004 re: Mulligan Ridge at River Walk, which Development Agreement is by and between the City of South Jordan ("City") and Gary W. McDougal ("McDougal").

WHEREAS, the City and McDougal are agreeable to the acquisition by McDougal of additional parcels of land adjacent to the proposed development more specifically known as Mulligan Ridge at River Walk, and

WHEREAS, the City is acquiring or has acquired a certain parcel of real estate located in the 9800 South Redwood Road area of South Jordan City by quit claim deed from McDougal/Olsen Construction Inc., for which McDougal is a principal, and which land is identified as Parcel Identification No. 27-10-328-025; and

WHEREAS, the City and McDougal desire to memorialize certain stipulations and agreements pertaining to the above referenced real property acquisitions; and

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

AGREEMENT

1. Nothing in this Addendum shall change or alter the originally stated obligations of the City or McDougal to the above referenced Development Agreement; this addendum is adding properties acquired or to be acquired by McDougal with regard to the Mulligan Ridge at River Walk development and addresses the acquisition of said properties.

2. McDougal and City agree that by appropriate deed, McDougal shall acquire Parcel No. 27-14-276-015 (approximately .25 acres) for a price of $37,144.00 and, and further McDougal shall acquire a portion (approximately .38 acres to become Lot # 10) of Parcel No. 27-14-276-026 for a price of $54,037, for consolidation as part of the Mulligan Ridge at River Walk development.

3. As part of the consideration being paid by McDougal to City for the parcels listed in item 2 above, the City shall credit to McDougal his 50% portion (equal to $18,750.00) of the proceeds of the City's acquisition from McDougal Olsen Construction, Inc. of Parcel No. 27-10-328-025. A copy of a letter referencing this transaction is attached hereto and is by this reference made a part hereof. In the event the terms and condition of this Addendum agreement should fail or become void, the City shall pay the above referenced $18,750.00 for the purchase of the 9800 South property directly to McDougal.

4. City shall warranty deed Parcel No. 27-14-276-015 to McDougal, and in the event the adjoining western property owner successfully challenges ownership of that parcel under a claim of adverse possession or boundary by acquiescence or other claim, the City and McDougal shall abandon the said parcel and City will refund McDougal any and all funds paid by McDougal to the City for the said parcel.

5. City and McDougal agree that in the event the property identified herein to become lot #10 does not become lot #10, and/or the parcel identified in paragraph 4 above does not become developable or development of the property becomes cost prohibitive as determined by McDougal, then this agreement is void and the City shall pay the $18,750.00 for the 9800 South property to McDougal, as referenced in the attached letter.

IN WITNESS WHEREOF, the parties have executed this ADDENDUM to the above referenced Development Agreement individually or by and through their duly authorized representatives as the day and year hereinabove written.

CITY OF SOUTH JORDAN

ATTEST:

City Recorder

Ricky A. Horst
City Manager

City of South Jordan CORPORATE Seal State of Utah

GARY W. MCDOUGAL

Gary W. McDougal, Owner

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH)
SS.
COUNTY OF SALT LAKE)

On the 27 day of May, 2005, Gary W. McDougal, Owner, personally appeared before me and duly acknowledged that he executed the foregoing instrument.

Melanie Edwards
NOTARY PUBLIC

10-29-08
My commission expires:
Residing at: Salt Lake Co

NOTARY PUBLIC
MELANIE EDWARDS
1600 West Towne Center Drive
South Jordan, Utah 84095
COMMISSION EXPIRES
October 29, 2008
STATE OF UTAH

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
SS.
COUNTY OF SALT LAKE)

On the 31 day of May, 2005, Ricky A. Horst, City Manager of South Jordan City, a municipal corporation, personally appeared before me and duly acknowledged that he executed the foregoing instrument.

NOTARY PUBLIC
MELANIE EDWARDS
1600 West Towne Center Drive
South Jordan, Utah 84095
COMMISSION EXPIRES
October 29, 2008
STATE OF UTAH

Melanie Edwards
NOTARY PUBLIC

My commission expires: 10-29-08
Residing at: Salt Lake County

Office of the City Attorney

May 27, 2005

Gary McDougal
McDougal/Olsen Construction, Inc.
11576 South State Street, #102B
Draper, Utah 84020

Jay Olsen
McDougal/Olsen Construction, Inc.
322 East Hedge Hollow Cove
Draper, Utah 84020

Dear Mr. McDougal and Mr. Olsen;

DELIVERED BY HAND

RE: Settlement of Condemnation of Property: Parcel # 27-10-328-025

Recently the City of South Jordan began condemnation proceedings to acquire a 1,325 square feet portion of property located at 1841 West Town Meadows Court (Parcel # 27-10-328-025).

Pursuant to discussions between the parties, a settlement has been reached whereby the City is acquiring the whole of the above referenced parcel for a price of $37,500.00. It has been represented that McDougal/Olsen Construction, Inc. is or may no longer be an active business entity and the principals are winding up the corporation and dividing assets. Therefore, the principals Gary McDougal and Jay Olsen have agreed to endorse a quitclaim deed conveying the above referenced property to South Jordan City, each by their signature warranting that they are duly authorized to sign said deed.

Each signatory has agreed to be compensated in the amount of one-half of the $37,500.00 purchase price. A check in the amount of $18,750.00 is herewith delivered upon signature to Jay Olsen as full satisfaction for his portion of the parcel conveyance. A separate agreement has been or will be executed between City and Gary McDougal whereby the remaining balance of the purchase price in the amount of $18,750 is credited against property to be separately acquired by Gary McDougal as full satisfaction for his portion of the above parcel conveyance.

Sincerely,

John H. Geilmann
City Attorney

Enclosure

cc: Cliff Strachan, Deputy Director of Engineering
Gary Whatcott, ACM Development Services

Jay N Olsen
Gary W McDougal

Council Member-Ann Gayheart
Council Member-Bradley G. Marlor
Council Member-David W. Colton
Council Member-Leona Winger
Council Member-Mary Wenner

SOUTH JORDAN
UTAH

Mayor-William Kent Money

City Manager-Ricky A. Horst

1600 West Towne Center Drive / South Jordan, UT 84095 / Telephone (801) 254-3742 / Fax (801) 254-3393
e-mail: info@ci.south-jordan.ut.us www.ci.south-jordan.ut.us

When recorded return to :
South Jordan City
1600 West Towne Center Drive
South Jordan, UT 84095

9478424
08/31/2005 04:46 PM $14.00
Book - 9182 Pg - 4549-4551
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SURETY TITLE
BY: SBM, DEPUTY - WI 3 P.

GRANT OF EASEMENT FOR WATER LINES

JERRY J. OHRN and KARI L. OHRN residing in Salt Lake County, Utah GRANTOR, hereby grant, convey and warrant to SOUTH JORDAN CITY, a Utah Municipal corporation, GRANTEE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement and access right-of–way for the construction, repair, maintenance, inspection, replacement or removal of water pipelines for the transportation of water through, across, over and under the described premises, together with all rights of ingress and egress along said easement necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation and enjoyment of this easement, the right to go upon so much of Grantor's property as is reasonably necessary to complete the construction of pipelines, and the right to place dirt, materials and equipment upon Grantor's property near or adjacent to the easement. The easement is more particularly described as the following property in Salt Lake County, Utah:

SEE ATTACHED EXHIBIT "A"

This easement shall be binding on the Grantor and Grantee and their respective successors and assigns.

WITNESS the hand of said Grantor this 25th day of August, 2005.

By _____
JERRY J. OHRN

By _____
KARI L. OHRN

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 25th day of August, 2005, personally appeared before me JERRY J. OHRN and KARI L. OHRN who acknowledged to me that they signed the foregoing instrument.

Notary Public
Residing in:

My Commission Expires:

JENNIFER ROBERT
NOTARY PUBLIC • STATE of UTAH
882 EAST 375 NORTH
OREM, UT 84097
COMM. EXP. 11-4-2007

Easement

Salt Lake County

A strip of land 20.00 feet in width, 10.00 feet on each side of the following described centerline description:

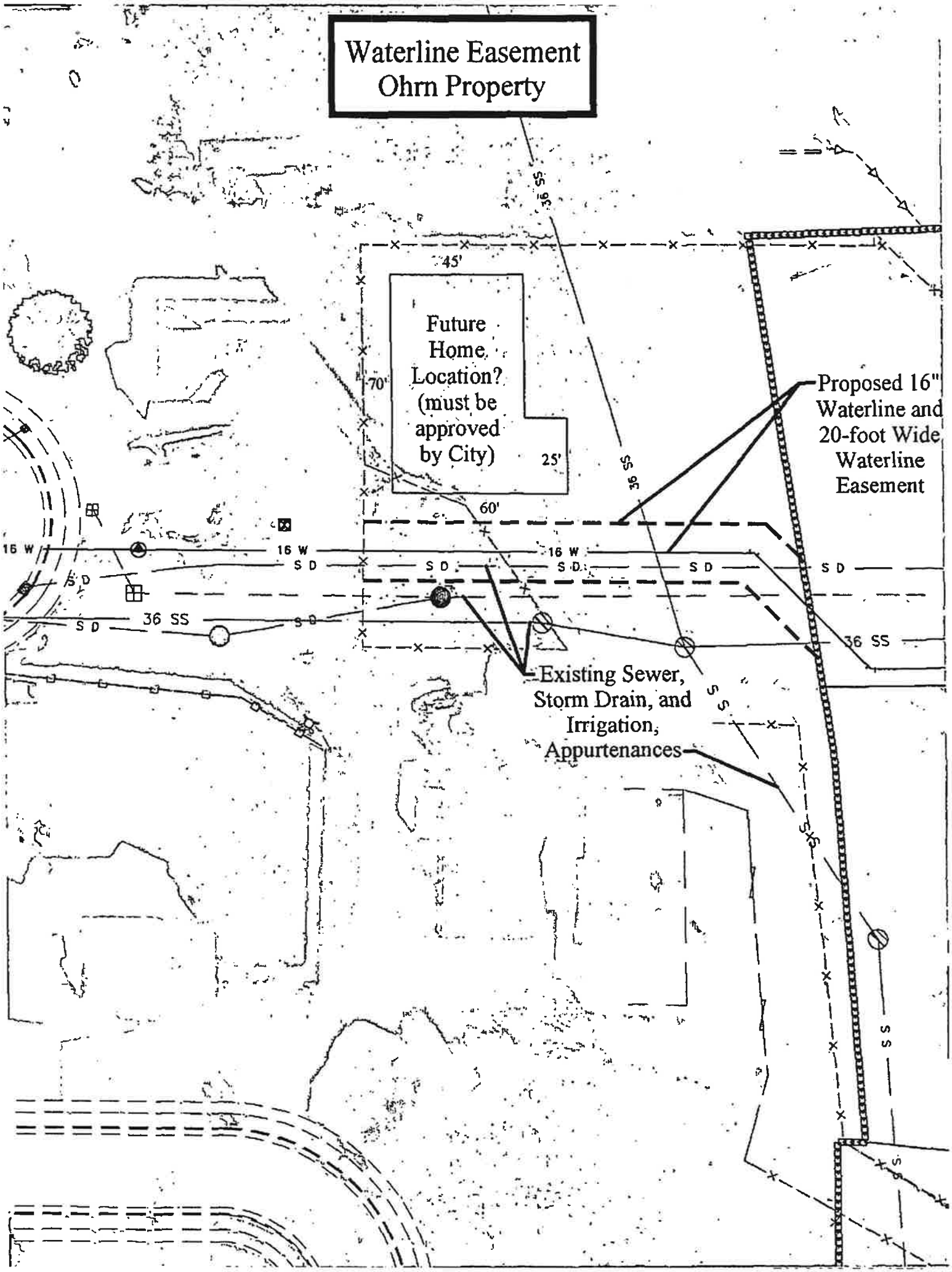
Beginning at a point which lies 30.00 feet North 31° 56'38" East and 39.97 feet North 1° 21'47" East from the Northwest Corner of Lot 29, Ridgecrest Estates, a subdivision on file in the Salt Lake County Recorders Office in Book 84-8, Page 116, said point also lies North 0° 04' 29" East 98.24 feet and South 89° 44' 17"East 946.31 Feet and North 2.05 feet from the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89E 28'54" East 130.34 feet; thence South 45E 35'23" East 26.67 feet to the point of terminus.

Contains 3,140 sq. ft. more or less.

The boundary lines of said easement shall be prolonged and / or shortened to begin and end on, and conform to, the grantor's property lines.

(Note: Basis of Bearing is North 00E28' 14" East between a found brass cap street monument at the intersection of 10270 South and 1000 West and the South Quarter Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian)

8/10/2005 Ohrn Water Easement.DOC


Waterline Easement
Ohrn Property
45'
Future
Home
Location?
(must be
approved
by City)
70'
25'
60'
Proposed 16"
Waterline and
20-foot Wide
Waterline
Easement
Existing Sewer,
Storm Drain, and
Irrigation,
Appurtenances
16 W
S D
36 SS

When recorded return to :
South Jordan City
1600 West Towne Center Drive
South Jordan, UT 84095

GRANT OF EASEMENT FOR PUBLIC UTILITIES

KENNETH S. OLSON and LORI A. OLSON residing in Salt Lake County, Utah GRANTOR, hereby grant, convey and warrant to SOUTH JORDAN CITY, a Utah Municipal corporation, GRANTEE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent easement and access right-of–way for the construction, repair, maintenance, inspection, replacement or removal of public utilities for the transportation of them through, across, over and under the described premises, together with all rights of ingress and egress along said easement necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation and enjoyment of this easement, the right to go upon so much of Grantor's property as is reasonably necessary to complete the construction of pipelines, and the right to place dirt, materials and equipment upon Grantor's property near or adjacent to the easement. The easement is more particularly described as the following property in Salt Lake County, Utah:

SEE ATTACHED EXHIBIT "A"

This easement shall be binding on the Grantor and Grantee and their respective successors and assigns.

WITNESS the hand of said Grantor this 3RD day of ~~February~~ March, 2006.

By _____
KENNETH S. OLSON

By _____
LORI A. OLSON

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 3 day of ~~February~~ MARCH, 2006, personally appeared before me KENNETH S. OLSON and LORI A. OLSON who acknowledged to me that they signed the foregoing instrument.

Anna M. West
Notary Public
Residing in: South Jordan, Ut

My Commission Expires:

NOTARY PUBLIC
ANNA M. WEST
1600 West Towne Center Drive
South Jordan, UT 84095
COMMISSION EXPIRES
August 22, 2008
STATE OF UTAH

Arbor – Riverwalk **January 24, 2006**
Olson Easement

A 10.00 foot wide easement for utility purposes abutting the Westerly Side of Jordan Creek Drive as it has been platted with the Village at Riverwalk – a planned residential development within the Northeast Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point of intersection of the Westerly Line of said Jordan Creek Drive with the Northerly Line of Grantor's Property being 605.10 feet South 0°12'31" West along the Quarter Section Line; and 1366.88 feet South 89°47'29" East from the North Quarter Corner of said Section 14; and running thence Southwesterly along the arc of a 314.00 foot radius curve to the left a distance of 129.66 feet (Central Angle equals 23°39'31" and Long Chord bears South 21°00'34" West 128.74 feet) along said Westerly Line of Jordan Creek Drive to the South Line of Grantor's Property; thence North 89°33'17" West 10.11 feet along said South Line to a point 10.00 feet radially distant Northwesterly from the Westerly Line of said Jordan Creek Drive; thence Northeasterly along the arc of a 324.00 foot radius curve to the right a distance of 128.50 feet (Central Angle equals 22°43'27" and Long Chord bears North 20°16'14" East 127.66 feet) along a line concentric with and being 10.00 feet radially distant Northwesterly from said Westerly Line of Jordan Creek Drive to a point on the North Line of Grantor's Property; thence North 88°21'10" East 12.05 feet along said North Line to the point of beginning.

Contains 1,291 sq. ft.

SOUTH JORDAN CITY
APPLICATION FOR SUBDIVISION & CONDOMINIUM PROJECTS

Subdivision/Condo Name: The Village at Riverwalk
Concept _____ Preliminary _____ Final Plat _____ Waiver _____ Amd X SUB
SUB ~~Site Plan~~ 38
SP-AMEND-2008.~~25~~

OWNER INFORMATION:
Name: Brad Reynolds
Address: 2500 E. Haven Ln. SLC, UT 84117
Business Phone: 801-281-2200 Home Phone: 801-277-9090 Fax: 801-281-2202

APPLICANT INFORMATION (IF NOT OWNER):
Name: _____ Business: _____
Address: _____
Business Phone: _____ Cell Phone: _____ Fax: _____
(optional)

ENGINEER/SURVEYOR INFORMATION:
Name: Mike Hoffman Cert. Number _____
Firm Name: McNeil Engineering Address: 6895 S. 900 E. Midvale, UT 84047
Phone: 801-255-7780 Fax: 801-255-8071

SUBDIVISION/CONDO INFORMATION:
Zone District: RM-4 Property I.D. # (sidwell) 27-14-233-043
Property Size (acres): _____ Number of Lots: 16 NEW
Gross Density: _____ Net Density: _____
Approximate Address: 780 W. 10250 S. South Jordan 84095

OWNERS AFFIDAVIT

I, (we) Brad Reynolds being duly sworn depose and say that I, (we) am the owner or authorized agent of the owner of property involved in this application and that the foregoing statements and answers herein contained and the answers in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

subscribed and sworn to before me this 9th day of June, 2008

Signed _____
Notary Public Residing in Salt Lake County, Utah

My Commission Expires 2-21-2010

JUDY SHANE

Fee: $1185.52
Date Paid: 06/11/08
Received By: _____

F/COMMON/APPLICATIONS/SUB & CONDO.DOC

SHANNON SARGENT
NOTARY PUBLIC • STATE of UTAH
8988 JACKSON STREET
MIDVALE UT 84047
MY COMMISSION EXPIRES: 02-21-2010

SOUTH JORDAN CITY
PLANNING COMMISSION REPORT **Meeting Date: 7-8-08**

Issue: **Public Hearing, File #SP-Amend-2008-22, Application to amend the recorded plat for the Executive Homes located in The Village at River Walk PUD located at approximately 780 West 10250 South in the R-4 Zone, Brad Reynolds (applicant).**

Submitted By: Judy Hansen, Planner II Agenda Item No.
Shane Greenwood, Assistant City Engineer

Staff Recommendation (Motion Ready): Approval of the application to amend the recorded plat for The Executive Homes at Villages at River Walk PUD located at approximately 780 West 10270 South subject to completion of the following City requirements:

1. No unit shall be smaller than 1400 square feet in size not including the garage.
2. All buildings will have a minimum of 2 feet X the perimeter of brick or stone including the garage.
3. Each building will have a minimum of a 6:12 pitch roof.
4. Attached dwellings will have a minimum 12 X 22 one car garage per unit.
5. No building can encroach into the open space or wetland area.
6. The proposed amended dwellings will be subject to the recorded C.C. & R's and to the existing H.O.A. for the executive homes.
7. The exterior materials used on the proposed buildings will closely match the existing buildings.
8. The trail from the Jordan River Parkway trail to the PUD will be installed by the developer as agreed with the recorded plat.
9. There will be no basements in the executive homes due to high ground water.
10. Add the following notes to the amended plat:
    - **Many areas in South Jordan City have ground water problems due to high fluctuating water table. Approval of this plat does not constitute representation by the City that the building at any specified elevation will solve groundwater problems, if any.**
    - **Potential purchasers of property legally described by this plat are advised to familiarize themselves with all notes, lot information, easements and other pertinent information contained with this plat and also with any Conditions, Covenants and Restrictions (CC&R) documents recorded against land legally described by this plat. Failure to adhere to these notes, easements, CC&R's or other documents recorded against the land could result in financial losses to or changes in expected property use of the property owner. Property owners and purchasers are responsible to review and to be in compliance with all notes, easements, CC&R's, and other recorded documents related to this plat, as currently existing or as may from time to time be changed and/or amended.**
    - **"Surveyor and or engineer, certifies that all known or recorded easements, claims of easements or encumbrances listed in the title report dated _____**

_____, 2008 prepared by _____ are shown on this plat. Owner further certifies that the legal description of the property referenced in the title report matches the description shown on this plat."

11. All other South Jordan City Municipal Services, Public Safety and Parks and Recreation requirements are met.
12. All requirements of the original PUD approval including but not limited to landscaping of common areas and installation of trails as shown on approved construction drawings shall remain requirements with the amended plat.

ADDRESS	**780 West 10250 South (approx).**
ACREAGE	**32.07 Acres**
CURRENT ZONE	**R-M 4**
CURRENT USE	**Residential**
FUTURE LAND USE PLAN	**Residential**
PROPOSED USE	**4 Unit Executive Homes**
NEIGHBORING LAND USE DESIGNATIONS (ZONE) & USES	**<u>North</u>-High Density Residential & Recreation-Open Space, (R-M 4 & A-5), Open Space and Agricultural** **<u>South</u>-Recreation-Open Space (A-5) Mulligan's Golf** **<u>East</u> – Recreation-Open Space (A-5), Vacant** **<u>West</u> – Low-Density Residential (R-2.5), Single Family Housing**

BACKGROUND: On August 23, 2005, 24 executive homes with 3 units per building for a total of 72 units were approved. Each of the units was required to have a 12' X 22' garage, and a minimum 6:12 roof pitch was required. Presently, the developer has completed 6 of the approved 24 executive homes, leaving 18 left to be constructed. The previous developer has now sold the project and the new owner and applicant has made application to amend the approved plat.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- The applicant is proposing to complete two more 3 unit buildings, which will be smaller than the 6 that are completed. He is also proposing to have 4 units in the remaining 16 buildings.
- The original 3 unit buildings were 7,620 square feet total with each unit to have approximately 2,540 square feet. The 2 newly proposed 3 unit buildings are a total of 4,892 square feet, giving each unit approximately 1,637 square feet.
- The 16 proposed 4 unit buildings are shown as 6,419 total square feet, with each unit having approximately 1,605 square feet.
- The total number of units will be increased from 72 units to 88 units.
- The developer is required to install a hard surface trail through the wetlands from the Executive Homes to the Jordan River Parkway allowing residents within The Village at River Walk the opportunity to take advantage of the trail system throughout the City.

Conclusions:

- With the proposed additional 16 units, the gross density is still much lower than the 4 units per acre allowed. The original gross density was 2.25 units per acre. With the additional 16 units, the gross density is 2.74 units per acre.
- The smaller units may have more appeal to the "empty nester" age group.

Recommendations:

- Based on findings and conclusions in this staff report, staff recommends that the Planning Commission take comments at the Public Hearing and grant approval of the amendment to the Conditional Use Permit/PUD Subdivision Plat for The Village at River Walk with the above listed conditions unless, at the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by staff.

FISCAL IMPACT:

- Will provide additional roof tops to help support the commercial development throughout the City.

ALTERNATIVES:

- Approve the amendment to the Conditional Use Permit/PUD Subdivision Plat for The Villages at River Walk with staff's recommendations
- Modify the amendment.
- Deny the amendment.
- Schedule the decision for a later date.

SUPPORT MATERIALS:

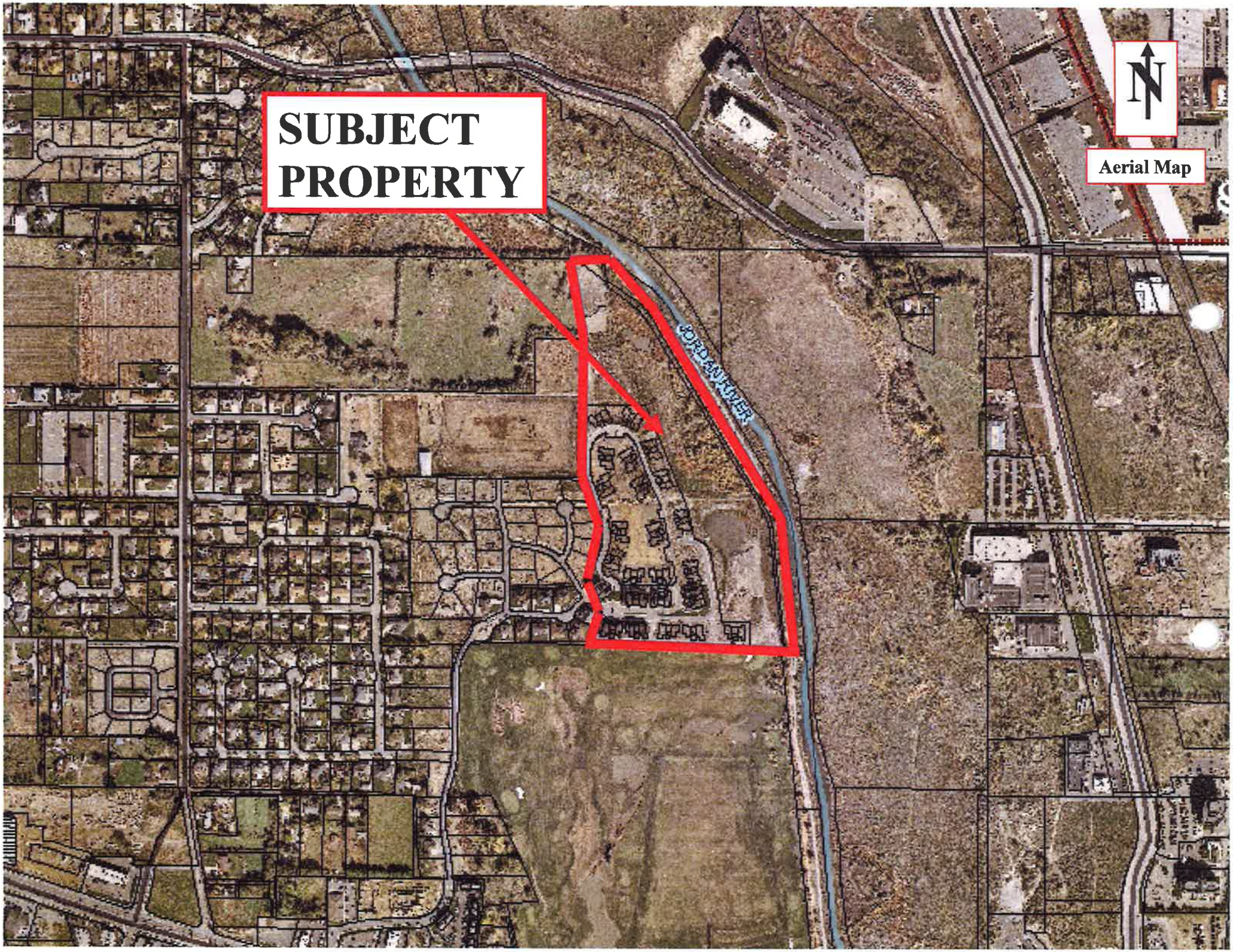
- Original Plat
- Proposed plat with floor plans and exterior elevations.
- Aerial Map
- Zoning Map

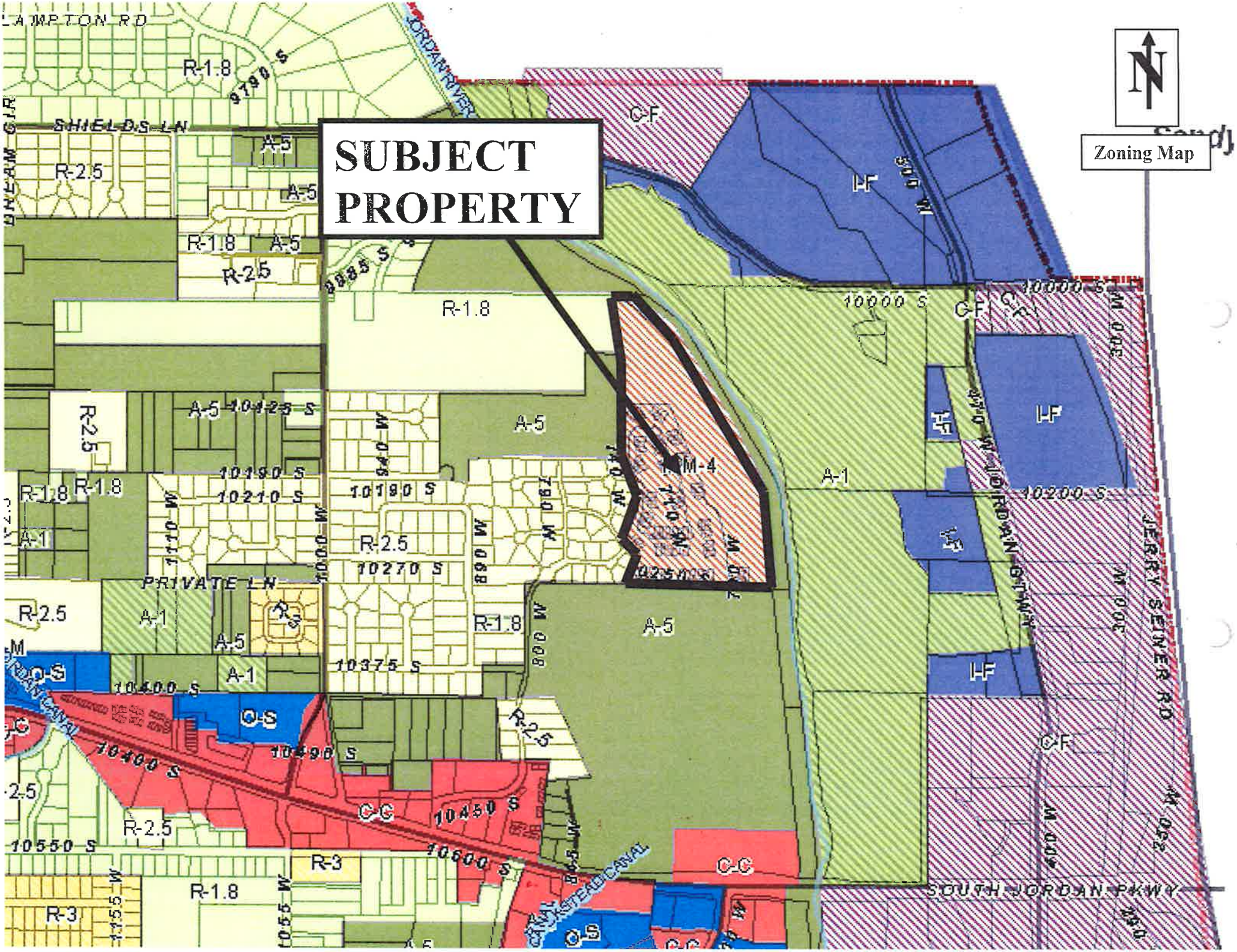
Approved as to Content: Greg Schindler

Greg Schindler, A.I.C.P.
City Planner

Legal Review Ryan W. Loose

Ryan Loose,
Assistant City Attorney


SUBJECT PROPERTY
JORDAN RIVER
N
Aerial Map


Zoning Map
SUBJECT PROPERTY
LAMPTON RD
SHIELDS LN
JORDAN RIVER
PRIVATE LN
JERRY SENNER RD
SOUTH JORDAN PKWY
JORDAN GTWY
CANAL
CANAL
R-1.8
R-2.5
A-5
A-1
C-F
I-F
M-4
C-C
O-S
R-3
10000 S
10125 S
10190 S
10200 S
10210 S
10270 S
10375 S
10400 S
10450 S
10490 S
10550 S
10600 S
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9885 S
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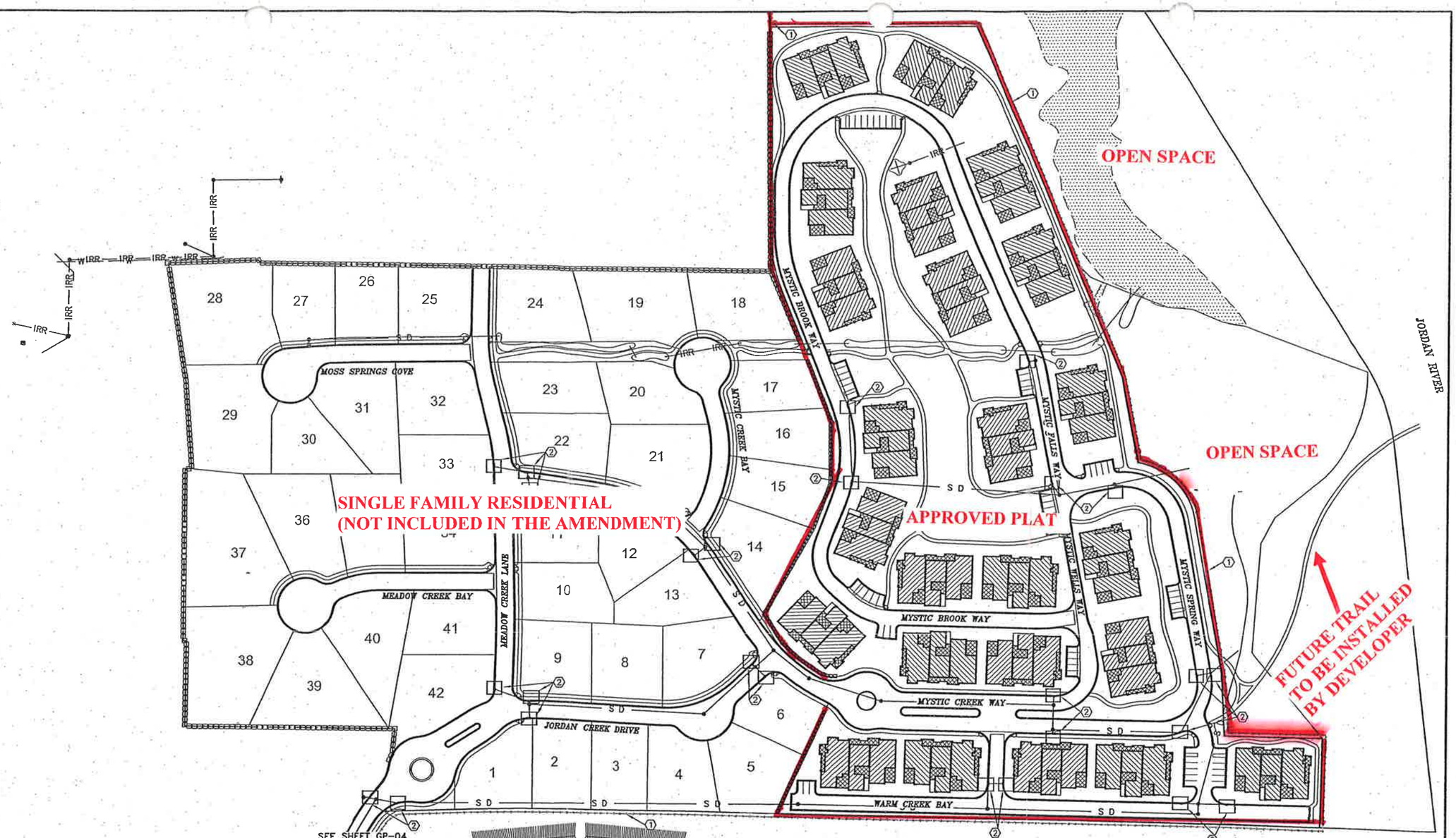
1110 W
1155 W
1055 W
845 W



CALL BEFORE YOU DIG!
IT'S THE LAW
BLUE STAKES 1 800 662 4111

BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

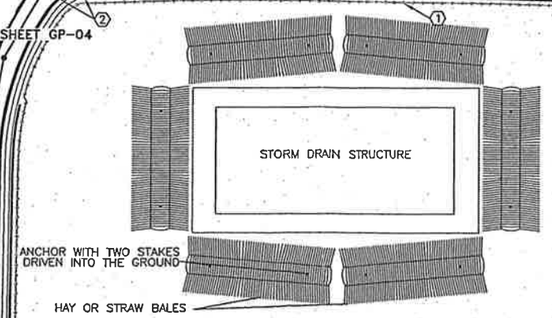
GRAPHIC SCALE
0 80 240
40 160

HORIZONTAL
11x17 - 1"=160'
24x36 - 1"=80'

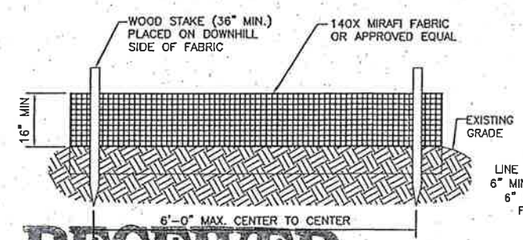
WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

① INSTALL SILT FENCE (SEE DETAIL THIS SHEET)
② INSTALL CATCHBASIN PROTECTION (SEE DETAIL THIS SHEET)

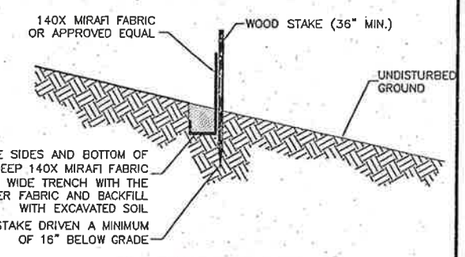
SEE SHEET GP-05 FOR THE FOLLOWING NOTES:
1. STORM WATER POLLUTION PREVENTION PLAN
2. EROSION CONTROL PLAN
3. STORM WATER MANAGEMENT PLAN



STRAW BALE CATCHBASIN PROTECTION



SILT FENCE FRONT VIEW



SILT FENCE SIDE VIEW

RECEIVED
AUG 05 2005
SOUTH JORDAN CITY

NO	REVISIONS	BY	DATE

DRAWN TT 7/8/05 DATE
CHECKED RWA 7/8/05 PROJECT ENGINEER DATE
APPROVED BAK 7/8/05 PROJECT MANAGER DATE

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

This drawing is the property of CIVIL SCIENCE and is not to be reproduced, modified or used for any other project or extension of this project except by agreement with said company.

CIVIL SCIENCE
ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
3160 West Clubhouse Drive
Lehi, UT 84043
PHONE (801)768-7200, FAX (801)768-7201

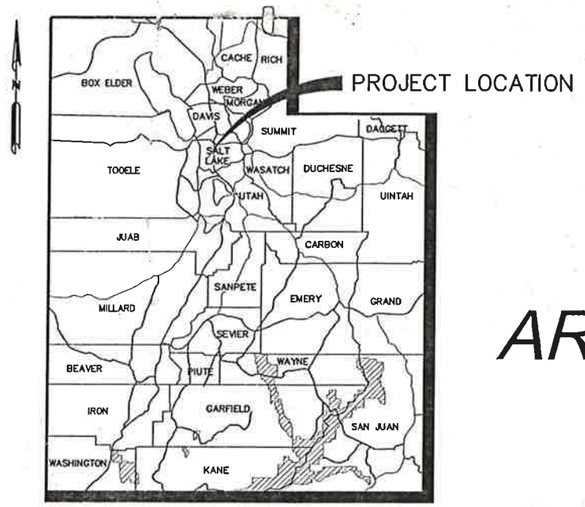
THE VILLAGE AT RIVERWALK
STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO.: 04122
SHEET NO. GP-06
FILE NAME: GP-06
SCALE: AS SHOWN

G:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Prelim\06-PRE-UTIL B.dwg 5/3/2005 2:26:41 PM MST

THE VILLAGE AT RIVERWALK

- A PLANNED UNIT DEVELOPMENT -



FINAL CONSTRUCTION DRAWINGS

A DEVELOPMENT BY:

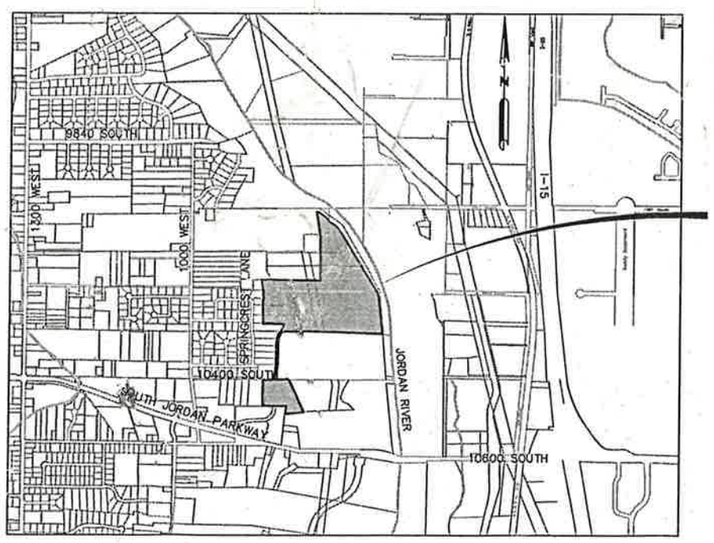
ARBOR COMMERCIAL/RESIDENTIAL

45 WEST 10000 SOUTH
SUITE 301
SANDY, UTAH 84070
801-561-8594

AUGUST 2005

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

APPROVED
10/17/05



VICINITY MAP

BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

CIVIL SCIENCE
ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
3160 West Clubhouse Drive
Lehi, UT 84043
(801) 756-7200

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BLUE STAKES 1 800 662 4111

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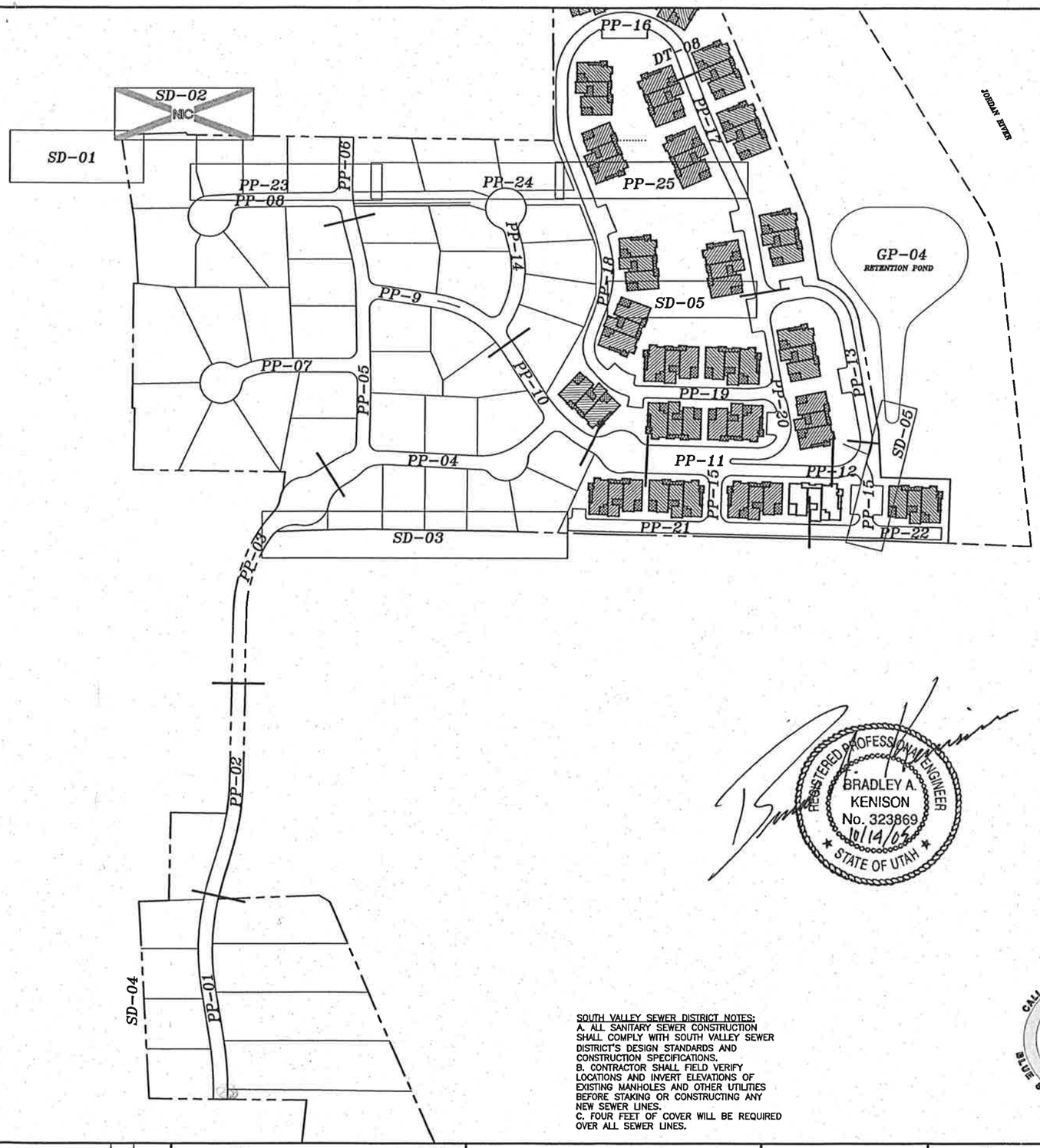
- Riverwalk Subdivision\CAD\Sheets\Prelim\01-PRE-PLAT COVER.dwg 5/2/2005 1:50:11 PM MST



LEGEND

- FUTURE DEVELOPMENT BOUNDARY LINE
- BOUNDARY LINE
- FOUND MONUMENT
- SECTION CORNER
- CALCULATED POINT
- SET 5/8 PIN
- PROPOSED RIGHT-OF-WAY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT
- PROPOSED CURB & GUTTER
- PROPOSED 8" PVC C-900 DR18 (BLUE) CULINARY WATERLINE
- PROPOSED 16" DUCTILE IRON CULINARY WATERLINE
- PROPOSED 8" SEWER LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED DRAINAGE CHANNEL
- PROPOSED 6' HIGH WHITE VINYL FENCE
- PROPOSED 6' WROUGHT IRON FENCE WITH BRICK MASONRY PILLARS
- PROPOSED PRECAST MASONRY WALL
- PROPOSED 100 YR FLOODPLAIN LINE
- PROPOSED 500 YR FLOODPLAIN LINE
- PROPOSED 6' HIGH NO-CLIMB FIELD FENCE
- PROPOSED 8" TEE W/(3) 8" VALVES W/THRUST BLOCKS (SEE DT-01)
- PROPOSED 8" CROSS W/(4) 8" VALVES W/THRUST BLOCKS (SEE DT-01)
- PROPOSED AIR VAC ASSEMBLY
- PROPOSED UTILITY CROSSING WITH (2) 4" PVC-40 PIPE
- PROPOSED DOUBLE CATCHBASIN
- PROPOSED CATCHBASIN (APWA #310)
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED BLOW-OFF
- PROPOSED WASHNUT VALVE ASSEMBLY
- PROPOSED CATEGORY 4 STREETLIGHT
- PROPOSED MANHOLE (APWA #331)
- PROPOSED STOP SIGN (SOUTH JORDAN STANDARD)
- PROPOSED STREET SIGN (SOUTH JORDAN STANDARD)
- PROPOSED WATER VALVE (SOUTH JORDAN STANDARD)
- PROPOSED 5' CONCRETE SIDEWALK
- EXISTING WATER VALVE
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING TREE
- EXISTING FIRE HYDRANT
- EXISTING PROPERTY LINES
- EXISTING CURB & GUTTER
- EXISTING EDGE OF ASPHALT
- EXISTING EDGE OF GRAVEL
- EXISTING WIRE FENCE
- EXISTING WOOD FENCE
- EXISTING VINYL FENCE
- EXISTING CHAINLINK FENCE
- EXISTING DITCH
- EXISTING WETLANDS
- EXISTING TREELINE
- EXISTING 36" SEWER LINE
- EXISTING 48" SEWER LINE
- EXISTING STORM DRAIN LINE
- EXISTING WATERLINE
- EXISTING BUILDING
- EXISTING CULVERT

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

SOUTH VALLEY SEWER DISTRICT NOTES:
A. ALL SANITARY SEWER CONSTRUCTION SHALL COMPLY WITH SOUTH VALLEY SEWER DISTRICT'S DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.
B. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW SEWER LINES.
C. FOUR FEET OF COVER WILL BE REQUIRED OVER ALL SEWER LINES.

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GRAPHIC SCALE
0 60 120 180 240
HORIZONTAL
11x17 - 1"=240'
24x36 - 1"=120'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

NO	REVISIONS	BY	DATE

DRAWN GSB		7/8/05 DATE
CHECKED RWA	PROJECT ENGINEER	7/8/05 DATE
APPROVED BAK	PROJECT MANAGER	7/8/05 DATE

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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Lehi, UT 84043
PHONE (801)768-7200, FAX (801)768-7201

THE VILLAGE AT RIVERWALK

PLAN INDEX & LEGEND SHEET

PROJECT NO.: 04122
SHEET NO. G-02
FILE NAME: IP-01 SCALE: AS SHOWN

J:\04122 - Riverwalk Subdivision\CAD\Sheets\Final\IP-01.dwg 8/24/2005 10:11:20 AM MST

1.1 South Jordan City General Notes

1. All construction and materials shall be in accordance with APWA standard plans and Specifications 2002 edition; and other applicable approved standards issued by the controlling agency; the International Building Code; and all local city codes and ordinances applicable.
2. The existence and location of any overhead or underground utility lines, pipes, or structures shown on these plans are obtained by a research of the available records. Existing utilities are located on plans only for the convenience of the Contractor. Existing utility service laterals may not be shown on the plans. The Contractor shall, at his own expense, locate all underground and overhead interferences, which may affect his operation during construction and shall take all necessary precautions to avoid damage to same. The Contractor shall use extreme caution when working near overhead utilities so as to safely protect all personnel and equipment, and shall be responsible for all cost and liability in connection therewith.
3. The Contractor shall take all precautionary measures necessary to protect existing utility lines, structures and street improvements which are to remain in place, from damage, and all such improvements or structures damaged by the Contractor's operations shall be repaired or replaced satisfactory to the City Engineer and owning utility company at the expense of the Contractor.
4. All construction shall be as shown on these plans, any revisions shall have the prior written approval of the City Engineer.
5. Class 4000 concrete shall be used in all off-site concrete work. Concrete to be 4000 P.S.I. minimum @ 28 days. Mix designs to be approved by the City, prior to the use on the project. Any concrete placed between October 1st and March 1st must be a 7.3 bag mix minimum & 5000 psi concrete.
6. Permits are required for any work in the public Right-of-way. The Contractor shall secure all permits and inspections required for this construction.
7. Expansion joints required, maximum every 100' when hand forming curb, and 300' when slipping curb.
8. AC pavement to be one-half inch (1/2") above lip of all gutters after compaction, except at sidewalk ramps and cross gutters.
9. Curb, gutter, and sidewalk, found to be unacceptable to the City shall be removed and replaced.
10. Sidewalk ramps shall be constructed in each quadrant of an intersection using a 2' by 4' insert with raised truncated dome per latest ADA requirements (dark grey in color) . Exact location of ramps may be adjusted in the field by a City Inspector.
11. Contractor shall provide all necessary horizontal and vertical transitions between new construction and existing surfaces to provide for proper drainage and for ingress and egress to new construction. The extent of transitions to be as shown on plans.
12. All grading work shall conform to the soils report as prepared by the Soils Engineer and approved by the City Engineer, and as shown on these plans.
13. Exact location of all sawcut lines may be adjusted or determined in the field by a City of South Jordan Engineer if location on plans is not clearly shown, or existing pavement condition requires relocation.
14. The Contractor shall take all precautions necessary to protect existing permanent surveying monuments. Any monuments disturbed shall be replaced and adjusted per available records at the Salt Lake County Surveyors Office.
15. Utility company meter boxes, manhole lids, valve covers, etc., shall be located out of driveways, driveway aprons, flowlines, and cross gutters unless written approval is granted by the utility company and the City Engineer.
16. All walls, new or existing, are only shown on civil plans for the purpose of reviewing grading relationships; flood control and sight distance at intersections. New walls require a separate permit and inspection by the Building Department.
17. Asphalt mix design must be submitted and approved by the City Engineer prior to the placement of Asphalt within City Right of Way.
18. Contractor shall adjust all new and existing inlets, valve boxes, manhole rims, and sewer clean outs, etc. to finish grade as applicable whether or not they are shown on the plans.
19. Application for inspection by the City of South Jordan engineering dept. shall be made by the contractor at least 48 hours before the inspection services will be required.
20. Work in public streets, once begun, shall be prosecuted to completion without delay as to provide minimum inconvenience to adjacent property owners and to the traveling public.
21. The contractor shall take all necessary and proper precautions to protect adjacent properties from any and all damage that may occur from storm water runoff and/or deposition of debris resulting from any and all work in connection with construction.
22. Prior to 90% bond release, a certified legible as-built drawing (Mylar and electronic file in dxf format) must be submitted to the City of South Jordan. As-builts must show all changes and actual field locations of storm drainage, waterlines, irrigation, street lighting, and power. In the absence of changes, a copy of the approved drawings on mylar will be required stating "installed as per drawings" and certified as such by the developers engineer along with the electronic file in dxf format.
23. Approval of these plans is for the construction of offsite improvements only. All onsite improvements, as defined by the City of South Jordan, including block walls, must be approved by the engineering and planning divisions of the City of South Jordan.
24. Existing utilities are located on plans for the convenience of the contractors only. The contractor shall bear full responsibility for the protection of utilities and the engineer bears no responsibility for utilities not shown on the plans or not in the location shown on the plans. This includes all service laterals of any kind.
25. Power poles and/or other existing facilities not in proper location based on proposed improvements shown hereon will be relocated at no expense to the City of South Jordan. Power poles are to be relocated and buried.
26. Curb and gutter with a grade of less than four-tenths of one percent shall be constructed by forming. Each joint shall be checked for a grade prior to construction and water tested as soon as possible after construction.
27. All grading shall conform to the soils report
Engineer:
Date:
Job Number:
28. All street structural sections shall be per the recommendation of the soils engineer. No paving or base work shall commence until a street structural section is approved by the City of South Jordan Engineer.
29. Before any work is started in the right-of-way, the contractor shall install all advance warning signs for the construction zone. The contractor shall install temporary stop signs at all new street encroachments into existing public streets. Immediately after the first grading work is accomplished and shall maintain said signs until permanent signs are installed. All construction signing, barricading, and traffic delineation shall conform to UDOT Standards and to the manual of uniform traffic control devices-current edition and be approved by the City of South Jordan before construction begins.
30. All stationing is referenced to centerline.
31. Protection and replacement of survey monuments or property stakes not delineated on the contract drawings shall be the contractor's responsibility. Replacement of survey monuments or property stakes shall be done to Salt Lake County Standards.
32. Affected utility companies shall be notified at least two (2) working days prior to commencement of construction.
33. Modifications to existing utilities shall conform to the owner's utility standards and specifications.
34. The contractor shall take reasonable measures to protect existing improvements from damage and all such improvements damaged by the contractors operation shall be repaired or reconstructed to the engineer's satisfaction at the expense of the contractor.
35. City approval of the improvement plans is granted for one (1) year only. Plans must be resubmitted for review and approval to the engineering dept. City of South Jordan, if work is not completed by _____, 20_____.
36. Contractor to follow Salt Lake County Noise Ordinance Standards.
37. Contractors are responsible for all OSHA requirements on the project site.
38. All boundary corners and lot corners shall be marked with survey markers as shown in the standard plans.
39. Trench backfill material under pavements or surface improvements shall be clean, non-clumping, granular and flowable (A1-A4 soils are acceptable according to AASHTO 145 soil Classification System. Lime treated flowable fills, if approved, shall have a 28-day strength of 65 PSI.
40. Contractor to contact blue stakes for marking of existing utilities prior to performing any excavation.
41. A UPDES (Utah Pollutant Discharge Elimination System) permit is required for all construction activities 1 acre or more as well as providing a Storm Water Pollution Prevention Plan.
42. Developer is responsible for locating and repairing all underground streetlight wires, water lines, storm drain lines and irrigation lines until 90% of the bond has been released.
43. All City maintained utilities including; waterline, fire hydrants, streetlight wiring, and storm drain must be in public right of way or recorded in easements.
44. Before two-year warranty period can begin a gazbee disk must be submitted and reviewed.
45. Contractor shall work South Jordan City regular working hours of Monday through Friday. If Contractor permits overtime work or work on a Saturday, Sunday or any legal holiday, Contractor shall receive prior approval by City Engineer. Contractor shall obtain all permits and pay Overtime Inspection Fee's to The City of South Jordan on the Thursday prior to the Saturday, Sunday or legal holiday requested.
6/17/05

1.2 City of South Jordan Traffic Notes

1. All construction signing, barricading, and traffic delineation shall conform to the "Manual on Uniform Traffic Control Devices", Latest Edition & have a MUTCD on site.
2. The street Sign Contractor shall obtain street names and block numbering from the Planning Department prior to construction.
3. Before any work is started in the right-of-way, the Contractor shall install all advance warning signs for the construction zone, The Contractor shall install temporary stop signs at all new street encroachments into existing City streets where warranted immediately after first grading work is accomplished, and shall maintain said signs until permanent signs are installed.
4. When a designated "Safe Route To School" is encroached upon by a construction work zone and Public Services Staff identifies a need for students to be assisted in the safe crossing through that work zone, the School needs to be notified and the Contractor shall be required to provide a qualified "crossing guard". The guard shall be present for the full duration of time that children are likely to be present.
5. If the improvements necessitate the obliteration, temporary obstruction, temporary removal or relocation of any existing traffic pavement **marking, such pavement marking** shall be restored or replaced with like materials to the satisfaction of the Street Division.
6. The Contractor shall be responsible for providing and installing all permanent signs shown on the plans. Street name signs shall conform in their entirety to current City Standards. All other signs shall be standard size unless otherwise specified on the plans. All sign posts shall be installed in accordance with the current City Standards.
7. All permanent traffic control devices called for hereon shall be in place and in final position prior to allowing any public traffic onto the portions of the road(s) being improved hereunder, regardless of the status of completion of paving or other off-site improvements called for by these plans.
8. Street signs and stop signs shall be installed per City Standard Specifications.
9. The Contractor shall provide barricades, signs, flashers, other equipment and flag persons necessary to insure the safety of workers and visitors.
10. The Contractor shall be responsible for notifying Utah Transit Authority (UTA) if the construction interrupts or relocates a bus stop or has an adverse effect on bus service on that street to arrange for temporary relocation of stop. 4/1/05

1.3 City of South Jordan Streetlight Notes

1. No deviation of street light, pull **box, conduits (etc.)** locations shall be permitted without written approval of the City Engineering Department. Any **deviation from the plan** location will require written notice from the Engineering Department.
2. All existing street lighting shall **remain operational during** construction.
3. All empty conduit shall have pull strings installed prior to final inspection.
4. All streetlights shall be 120 V ONLY.
5. Any structure such as block walls, chain link fences, retaining walls, etc., shall leave a minimum clearance of eighteen inches (18") to the face of street lightning pole on all sides when streetlight is installed behind sidewalk, and shall at no time completely enclose the street lighting pole.
6. Detailed As-built drawings shall be supplied to South Jordan City prior to any pre-final inspection. The as-built drawing needs to be stamped as -built and signed by the preparer.
7. Service point shall be coordinated with Utah Power and Light, and wherever possible, be located near the center of the circuit. Service points shall be shown on the plans.
8. It shall be assumed that in the absence of an existing, workable circuit to attach to, all installations shall require a new service for operation of the circuit. In this case contact Utah Power and Light.
9. Wherever there is an overhead utility that may conflict with the installation of street lighting circuits and/or poles, these conflicts must be resolved between the developer and the Utilities involved before streetlight bases are installed at no expense to the City of South Jordan and UPL.
10. The Contractor shall furnish complete service to transformers and control systems if required on plans, and is deemed necessary by UPL.
11. Install street light to SJC Design Standards with Tracer Wire.
12. Street light wiring shall be installed a maximum of 8" from the top back of curb and buried 18" deep.
13. Street light plan showing wiring location, wiring type, voltage, power source location and conduit size and location. Plan shall be submitted to the City for review at least 10 days prior to installation of streetlights.
14. A Junction box needs to be installed between the power source and light fixture. Contractor is to install Junction box with inline fuse. The box is to be located 4 feet from UP&L transformer or UP&L secondary box. Leave 8 feet excess wire to transformer or 6 feet excess wire to secondary box, so UP&L will make connection. The inline fuse holder shall be a Busman Tron HEB-JJ. The fuse should be, 10A, 250V, KTK, FNM, FNQ, BAF, or equivalent. The Junction box, should be a small plastic with disposable lock, underground type box for little or no traffic, with "streetlight" on lid.
15. Contractor shall bury wiring from light pole to junction box and from junction box to UP&L transformer or secondary box.
16. After being **connected by UP&L, all street**lights must have photocell **eye covered and pass a** 10-day burn test.
17. When required **by Section 1604.210, subs**ection 2, of the South Jordan **City Development** Code, or under other city, county or state **requirements Street lights shall** be installed under the **above requirements as per** the table below:

Streetlight Category & TypeStreets	Streets
1-Six-sided Utility Arlington double head fixture with Cincinnati cross Arms and Charleston Pole	Redwood Road, South Jordan Parkway (10400 South), 11400 South, and Jordan Gateway
2-Six sided Utility Arlington single fixture with Charleston Pole	1300 West, 2700 West, 4000 West, 4800 West, 9800 South, and River Heights Drive
3-Utility Granville with trim tabs and North Yorkshire pole	1000 West, 2200 West, 3200 West, 3600 West, and **10200 South, and Riverfront Parkway (south of 11400 South)**
4-Utility Post Top with Wadsworth pole	**Residential Neighborhood Streets**

18. **I** Residential developments may, at the developer's expense, upgrade streetlight fixtures to category 3 types. All fixtures within the development shall be the same type. 4/1/05

1.4 City of South Jordan Grading Notes

1. In the event that any unforeseen conditions not covered by these notes are encountered during grading operations, the Owner and City Engineer shall be immediately notified for direction.
2. It shall be the responsibility of the Contractor to perform all necessary cuts and fills within the limits of this project and the related off-site work, so as to generate the desired subgrade, finish grades and slopes shown.
3. Contractor shall take full responsibility for all excavation. Adequate shoring shall be designed and provided by the Contractor to prevent undermining of any adjacent features or facilities and/or caving of the excavation.
4. The Contractor is warned that an earthwork balance was not necessarily the intent of this project. Any additional material required or leftover material following earthwork operations becomes the responsibility of the Contractor.
5. The Grading **Contractor is responsible to coordi**nate with the owner to provide for the requirements of the project Storm Water Pollu**tion Prevention Plan (SWPPP) and a**ssociated permit. All contractor activities 1 acre or more are required to provide a **Storm Water Pollution Prevention Plan.**
6. Contractor shall grade to the lines and elevations shown on the plans within the following horizontal and vertical tolerances and degrees of compaction, in the areas indicated:
Horizontal Vertical Compaction
a. Pavement Area Subgrade 0.1'+ +0.0' to -0.1' See soils Report
b. Engineered Fill 0.5'+ +0.1' to -0.1' See Soils Report
Compaction Testing will be performed by the developer or his representative.
7. All cut and fill slopes shall be protected until effective erosion control has been established
8. The use of potable water without a special permit for building or construction purposes including consolidation of backfill or dust control is prohibited. The Contractor shall obtain all necessary permits for construction water from the Public Services Department.
9. The Contractor shall maintain the streets, sidewalks and all other public right-of-way in a clean, safe and usable condition. All spills of soil, rock or construction debris shall be promptly removed from the publicly owned property during construction and upon completion of the project. All adjacent property, private or public shall be maintained in a clean, safe and usable condition.
10. In the event that any temporary construction items is required that is not shown on these drawings, the Developer agrees **to provide and install such** item at his own expense and at the direction of the City Engineer. Temporary construction **includes ditches, berms,** road signs and barricades, etc. 4/1/05

1.5 City of South Jordan Fire Department Notes

1. The standard hydrant for South Jordan City is the:
Mueller a-423 Centurion with auxiliary valve
2. Fire hydrants and auxiliary valves shall be separated by an 18 inch spool piece.
3. On any new home or building installation, accessible fire hydrants shall be installed before combustible construction **commences and said fire hydrants shall be in good working order** with an adequate water supply.
4. Contractor shall call the Public Services Department and Engineering inspector for underground inspection, pressure and **flush verification of all fire hydrants and fire lines before back filling.**
5. Painting of the curbs and hydrant and any work necessary for protection of hydrants from physical damage shall be **completed before approval.**
6. A flow test must be witnessed by the Fire Department prior to occupancy for verification of required on-site water supply.
7. All on-site fire main materials must be U.L. listed and A.W.W.A. approved.
8. Maximum Fire Hydrant Spacing is 500 feet for Residential streets and 400 feet for Commercial areas, including multi-family. Fire Hydrant spacing is reduced by 50 feet on dead-end streets and dead-end waterlines
9. No fire hydrant shall be located within five feet (5') of any curb return, driveway, power pole, street light or any other obstruction.
10. Not more than two (2) hydrants can be out of service due to a single main break. Two sources of supply are required whenever there are two (2) or more fire hydrants installed on a single system.
11. Fire apparatus access roads shall have an unobstructed width of not less than twenty feet (20') provided no parking is allowed, not less than twenty - eight feet (28') if parallel parking is allowed on one side, and not less than thirty - six feet (36') if parallel parking is allowed on both sides. Vertical clearance shall not be less than thirteen-feet-six - inches (13' 6") and shall be paved.
12. The turning radius for any fire apparatus access road and/or fire lane, public or private, shall be not less than forty-five feet (45') outside radius and twenty-two feet (22') inside radius and shall be paved.
13. A fire apparatus road shall be required when any portion of an exterior wall of the first story is located more than one-hundred fifty feet (150') from Fire Department vehicle access roads and/or fire lanes, public or private, in excess of one-hundred fifty feet (150') in length shall be provided with an approved turn around area.
14. Access roads shall be marked by placing approved signs at the start of the designated fire lane, one sign at the end of the fire lane and width signs at intervals of one-hundred feet (100' along all designated fire lanes. Signs to be placed on both sides of an access roadway if needed to prevent parking on either side. Signs to be installed no higher than ten feet (10') or less than six feet (6') form roadway level. The curb along or on the pavement or cement if curb is not present, shall be painted with red weather resistant paint in addition to the signs.
15. Electrically controlled access gates shall be provided with an approved emergency vehicle detector/receiver system. Said system shall be installed in accordance with the South Jordan City F.D. Approval. Gates are only allowed with prior Approval.
16. All underground fire lines that service automatic fire sprinkler systems shall be no smaller than six (6) inches in diameter. All fire lines material shall be Ductile Iron. (Ductile Iron from the PIV to the building shall be permitted or Ductile Iron from the main water line to the WIV).
17. Post Indicator Valves (PIV) shall be between 6 and 40 feet from buildings not exceeding three stories or equivalent in height and between 30 and 40 feet on buildings in excess of three or more stories in height or equivalent.
18. Roads and accesses shall be designed and maintained to support the imposed loads of fire apparatus. Surface shall be paved before the application of combustible material. 4/1/05

1.6 South Jordan City Water Notes

1. No work shall begin until the water plans have been released for construction by the Engineering Department. Following water plan approval, forty-eight (48) hour notice shall be given to the Public Services Department (253- 5230) prior to the start of construction. Notice must be given by 2:00 P.M. the business day prior to an inspection.
2. All work within South Jordan City shall conform to APWA, City Provisions, & AWWA.
3. For Residential Developments - The developer shall purchase and install meter boxes and setters satisfactory to the Public Services Department on newly developed lots and real property at the time of water main installation. The developer shall also provide the site address, lot number, meter size and pay meter fees prior to plan check approval.
4. For Commercial and Condominium Developments - The developer shall purchase and install water meters, meter boxes and setters satisfactory to the Public Services Department.
5. All water meters are to be a Badger Meter equipped with an Absolute Digital Encoder with pit set Itron ERT (Encoder Receiver Transmitter) module. All meter lids need to be recessed for transmitter.
6. All service laterals two inches (2") in diameter and smaller shall be IPS Poly tubing with South Jordan City approved service saddles.
7. All water meter boxes shall be located outside of driveway areas, no concrete within 2' of edge of lid.
8. All valves shall be located outside of driveways, gutters, curbs and alley gutters.
9. Warning tape placed 18" over pipe & tracer wire shall be required over all mains, all six-inch (6") diameter and larger service laterals, and any service lateral not installed perpendicular to the main.
10. All water facilities shall be filled, disinfected, pressure tested, flushed, filled and an acceptance water sample obtained prior to connection to the South Jordan City Distribution System.
11. Construction may interrupt service, with South Jordan City Public Services approval and proper notification, between the hours of 10:00 P.M. and 6:00 A.M. Sunday through Thursday. Circumstances that may require temporary service feed must have prior South Jordan City Public Services approval.
12. All water **facility construction materials used** must be as listed on the South Jordan City Services Works pre-approved materials and **manufacturers listing for new facilities**, latest revision or specifically approved on these plans.
13. Approval **of these plans for the water stubout** installation will not be construed as a commitment for water service to this property.
14. CONDITIONAL APPROVAL OF VALVED OUTLET (6" AND LARGER):
In the event the water plans show one or more valved outlets extending out of paved areas, installations of these outlets is **acceptable, however, if** the outlets are **incorrectly located or not used for any reason when** the property is developed, **the developer shall abandon** the outlets **at the connection to the active main in accordance with** the city standards and at the **developer's expense.**
15. WATER CROSSING NOTE:
The following are the requirements that must be met when **there is a water-sewer or water-storm crossing:**
When protection of the water line is considered, the **minimum vertical distance eighteen inches (18") must be maintained when the water line is** installed over the sewer/storm line. **If this distance cannot be maintained because of physical obstructions or the** water line must be placed under the **sewer/storm line, the sewer/storm line must be constructed with any one of the following:**
A) Extra heavy cast iron or ductile iron pipe
B) Encasement with 4 inches **minimum of concrete or sleeving with water quality** pipe.
Each of these provisions must be **extended for ten feet (10') on either side of the** water line at 90 degrees to the crossing.
16. All work shall conform to the **South Jordan City standards and specifications.**
17. Service saddles or tapped collars will be required on all services.
18. Sewer and other Pollution Sources which are parallel with water lines shall have a minimum separation of 10 foot horizontal, at points where water and sewer lines cross a minimum vertical separation of 18 inches is required.
19. Deflection angle shall not exceed 2 ½ degrees per 13-foot section of pipe for pipe sizes smaller than 14 inches and shall not exceed 2 degrees for pipe sizes between 14 inches and 16 inches.
20. Contractor to provide thrust blocks as required.
21. **All lines to be pressure tested according to AWWA standards** and chlorinated prior to use and final acceptance.
22. **All fittings to be coated poly fm grease and wrapped with 8-mil** thick polyethylene.
23. **All valve boxes shall have concrete collars at surface of paved** areas per South Jordan City Standards. Fire Hydrants, **auxiliary valves and valve boxes to be set in 4'x5'x6" concrete.**
24. No other utility lines may be placed in the same trench with water line.
25. No water meter boxes are to be placed in the driveway area. Service lateral locations shall be field verified prior to paving of street.
26. **Culinary water lines shall be sized as shown on the approved plans. Residential services shall be ¾"** diameter IPS as shown **on plans, unless approved by City Water Division. Non-residential services shall be sized as shown** on plans.
27. All water **lines installed on project shall be PVC C-900 DR18 minimum PR 150 (waterline must be** blue unless sewer is green) **Secondary water lines** installed on **project shall be purple PVC C-900 DR18 minimum PR 150.**
28. All gate valves are to be Mueller and resilient seated.
29. **The contractor shall be responsible for removal of all material** spilled on existing roadways on a daily basis.
30. **Any conflict with existing utilities shall be immediately called** to the attention of the engineer.
31. **All water vaults will be constructed per City of South Jordan** standard drawings and specifications. No vaults are allowed **in traffic areas without prior approval of engineering.**
32. Landscaping and irrigation adjacent to vaults shall drain away from vaults.
33. Contractor shall provide appurtenances to perform pressure tests and disinfections as required by the City Engineer.
34. Culinary water lines shall have a minimum of 48 inches of cover to finish grade. Secondary water lines shall have a minimum of 36 inches of cover to finish grade.
35. Culinary water services and meters for residential developments shall be centered on the front of the lot and located within the park strip. Secondary water services shall also be located in the park strip with the stop and waste valve adjacent to the sidewalk and offset 7 feet from the side property line.
36. The contractor shall place a brass disk in the top back of the curb at the locations of the house services. Stamped "W" **for culinary water, and "S" for sanitary sewer. The disks are supplied and installed by the contractor.**
37. The contractor shall provide positive isolation of proposed culinary water lines **from existing lines,** as approved by the **City, during construction, testing, chlorinating, and final connection** procedures, as **specified in section** 4.8 and section 9 of **AWWA C651 standards.**
38. Once the waterline has been tested, approved and city water is flowing through the pipe, only City personnel are authorized to shut down and charge the waterline. 4/1/05

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
6/24/05
STATE OF UTAH

REVISIONS	BY	DATE

DRAWN GSB		7/8/05 DATE
CHECKED RWA	PROJECT ENGINEER	7/8/05 DATE
APPROVED BAK	PROJECT MANAGER	7/8/05 DATE

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

This drawing is the property of CIVIL SCIENCE and is not to be reproduced, modified or used for any other project or extension of this project except by agreement with said company.

CIVIL SCIENCE
ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
3160 West Clubhouse Drive
Lehi, UT 84043
PHONE (801)768-7200, FAX (801)768-7201

THE VILLAGE AT RIVERWALK

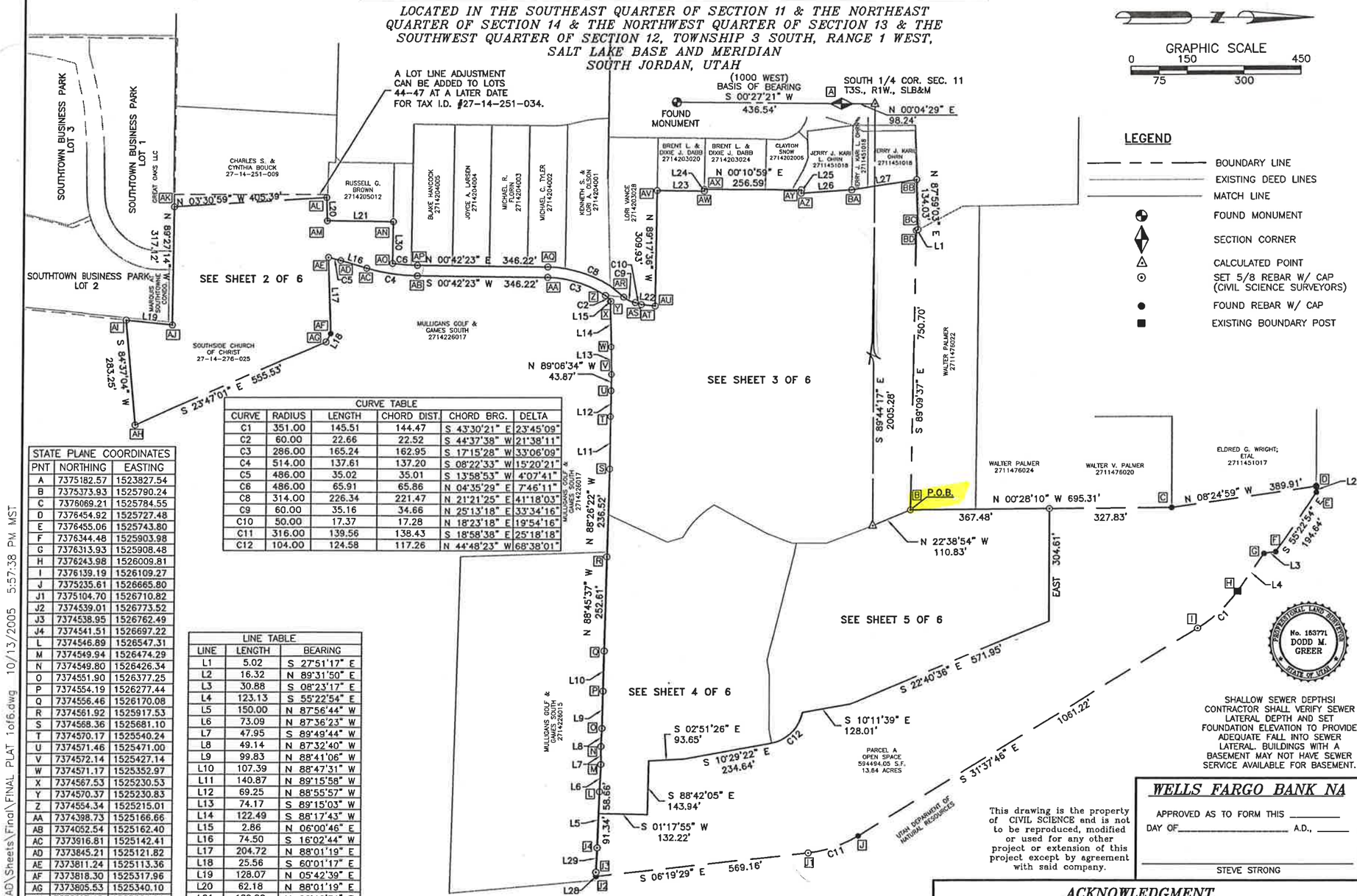
SOUTH JORDAN NOTES

PROJECT NO.: 04122
SHEET NO. G-03
FILE NAME: NT-01 SCALE: AS SHOWN

04122 - Riverwalk Subdivision\CAD\Sheets\Prelim\02-PRE-PLAT A.dwg 5/6/2005 2:54:47 PM MST

THE VILLAGE AT RIVERWALK

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11 & THE NORTHEAST QUARTER OF SECTION 14 & THE NORTHWEST QUARTER OF SECTION 13 & THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN, UTAH



STATE PLANE COORDINATES		
PNT	NORTHING	EASTING
A	7375182.57	1523827.54
B	7375373.93	1525790.24
C	7376069.21	1525784.55
D	7376454.92	1525727.48
E	7376455.06	1525743.80
F	7376344.48	1525903.98
G	7376313.93	1525908.48
H	7376243.98	1526009.81
I	7376139.19	1526109.27
J	7375235.61	1526665.80
J1	7375104.70	1526710.82
J2	7374539.01	1526773.52
J3	7374538.95	1526762.49
J4	7374541.51	1526697.22
L	7374546.89	1526547.31
M	7374549.94	1526474.29
N	7374549.80	1526426.34
O	7374551.90	1526377.25
P	7374554.19	1526277.44
Q	7374556.46	1526170.08
R	7374561.92	1525917.53
S	7374568.36	1525681.10
T	7374570.17	1525540.24
U	7374571.46	1525471.00
V	7374572.14	1525427.14
W	7374571.17	1525352.97
X	7374567.53	1525230.53
Y	7374570.37	1525230.83
Z	7374554.34	1525215.01
AA	7374398.73	1525166.66
AB	7374052.54	1525162.40
AC	7373916.81	1525142.41
AD	7373845.21	1525121.82
AE	7373811.24	1525113.36
AF	7373818.30	1525317.96
AG	7373805.53	1525340.10
AH	7373297.18	1525564.14
AI	7373270.61	1525282.14
AJ	7373398.04	1525294.88
AK	7373401.07	1524977.77
AL	7373805.69	1524952.91
AM	7373807.84	1525015.05
AN	7373988.63	1525017.29
AO	7373987.24	1525129.13
AP	7374052.89	1525134.40
AQ	7374399.08	1525138.67

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	351.00	145.51	144.47	S 43°30'21" E	23°45'09"
C2	60.00	22.66	22.52	S 44°37'38" W	21°38'11"
C3	286.00	165.24	162.95	S 17°15'28" W	33°06'09"
C4	514.00	137.61	137.20	S 08°22'33" W	15°20'21"
C5	486.00	35.02	35.01	S 13°58'53" W	4°07'41"
C6	486.00	65.91	65.86	N 04°35'29" E	7°46'11"
C8	314.00	226.34	221.47	N 21°21'25" E	41°18'03"
C9	60.00	35.16	34.66	N 25°13'18" E	33°34'16"
C10	50.00	17.37	17.28	N 18°23'18" E	19°54'16"
C11	316.00	139.56	138.43	S 18°58'38" E	25°18'18"
C12	104.00	124.58	117.26	N 44°48'23" W	68°38'01"

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.02	S 27°51'17" E
L2	16.32	N 89°31'50" E
L3	30.88	S 08°23'17" E
L4	123.13	S 55°22'54" E
L5	150.00	N 87°56'44" W
L6	73.09	N 87°36'23" W
L7	47.95	S 89°49'44" W
L8	49.14	N 87°32'40" W
L9	99.83	N 88°41'06" W
L10	107.39	N 88°47'31" W
L11	140.87	N 89°15'58" W
L12	69.25	N 88°55'57" W
L13	74.17	S 89°15'03" W
L14	122.49	S 88°17'43" W
L15	2.86	N 06°00'46" E
L16	74.50	S 16°02'44" W
L17	204.72	N 88°01'19" E
L18	25.56	S 60°01'17" E
L19	128.07	N 05°42'39" E
L20	62.18	N 88°01'19" E
L21	180.80	N 00°42'34" E
L22	37.45	N 06°00'46" E
L23	127.00	N 00°42'23" E
L24	4.78	N 89°17'37" W
L25	9.51	S 89°17'37" E
L26	133.06	N 04°08'44" W
L27	176.44	N 09°02'05" W
L28	11.03	S 89°43'10" W
L29	65.32	N 87°45'24" W
L30	111.85	S 89°17'26" E

STATE PLANE COORDINATES		
PNT	NORTHING	EASTING
AR	7374605.34	1525219.32
AS	7374636.70	1525234.09
AT	7374653.10	1525239.54
AU	7374690.34	1525243.46
AV	7374694.16	1524933.56
AW	7374821.15	1524935.12

STATE PLANE COORDINATES		
PNT	NORTHING	EASTING
AX	7374821.21	1524930.34
AY	7375077.80	1524931.16
AZ	7375077.68	1524940.66
BA	7375210.40	1524931.04
BB	7375384.65	1524903.34
BC	7375389.36	1525037.29
BD	7375384.93	1525039.63

SHALLOW SEWER DEPTHS! CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.

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CIVIL SCIENCE
ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
3160 West Clubhouse Drive
Lehi, UT 84043
PHONE (801)768-7200, FAX (801)768-7201

SURVEYOR'S CERTIFICATE

I, DODD M. GREER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 153771 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS AND HEREAFTER TO BE KNOWN AS:

THE VILLAGE AT RIVERWALK

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

SURVEYOR _____ DATE _____

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS N0°04'29"E 98.24 FEET AND S89°44'17"E 2005.28 FEET AND N22°38'54"W 110.83 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE N00°28'10"W 695.31 FEET; THENCE N08°24'59"W 389.91 FEET; THENCE N89°31'50"E 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO.4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYORS OFFICE RECORD OF SURVEY (S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIVER PARKWAY THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) S55°22'54"E 194.64 FEET; (2) S08°23'17"E 30.88 FEET; (3) S55°22'54"E 123.13 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHEASTERLY 145.51 FEET ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS S43°30'21"E 144.47 FEET) TO A POINT OF TANGENCY; (5) S31°37'46"E 1061.22 FEET TO A POINT OF CURVATURE; (6) SOUTHERLY 139.56 FEET ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S18°58'38"E 138.43 FEET) TO A POINT OF TANGENCY; THENCE S06°19'29"E 569.16 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES: (1) S89°43'10"W 11.03 FEET; (2) N87°45'24"W 65.32 FEET; (3) N87°56'44"W 150.00 FEET; (4) N87°36'23"W 73.09 FEET; (5) S89°49'44"W 47.95 FEET; (6) N87°32'40"W 49.14 FEET; (7) N88°41'06"W 99.83 FEET; (8) N88°47'31" WEST 107.39 FEET; (9) N88°45'37"W 252.61 FEET; (10) N88°26'22"W 236.52 FEET; THENCE N89°15'58"W 140.87 FEET; THENCE N88°55'57"W 69.25 FEET; THENCE N89°06'34"W 43.87 FEET; THENCE S89°15'03"W 74.17 FEET; THENCE S88°17'43"W 122.49 FEET; THENCE N06°00'46"E 2.86 FEET; THENCE SOUTHWESTERLY 22.66 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS S44°37'38"W 22.52 FEET); THENCE SOUTHERLY 165.24 FEET ALONG THE ARC OF A 286.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS S17°15'28"W 162.95 FEET); THENCE S00°42'23"W 346.22 FEET; THENCE SOUTHERLY 137.61 FEET ALONG THE ARC OF A 514.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S08°22'33"W 137.20 FEET); THENCE S16°02'44"W 74.50 FEET; THENCE SOUTHERLY 35.02 FEET ALONG THE ARC OF A 486.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S13°58'53"W 35.01 FEET); THENCE N88°01'19"E 204.72 FEET; THENCE S60°01'17"E 25.56 FEET; THENCE S23°47'01"E 555.53 FEET; THENCE S84°37'04"W 283.25 FEET; THENCE N05°42'39"E 128.07 FEET; THENCE N89°27'14"W 317.12 FEET; THENCE N03°30'59"W 405.39 FEET; THENCE N88°01'19"E 62.18 FEET; THENCE N00°42'34"E 180.80 FEET; THENCE S89°17'26"E 111.85 FEET; THENCE ON A 486.00 FOOT RADIUS CURVE TO THE LEFT 65.91 FEET, (CHORD BEARS N04°35'29"E 65.86 FEET); THENCE N00°42'23"E 346.22 FEET; THENCE NORTHERLY 226.34 FEET ALONG THE ARC OF 314.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N21°21'25"E 221.47 FEET); THENCE NORTHEASTERLY 35.16 FEET ALONG THE ARC OF A 60.00 RADIUS CURVE TO THE LEFT (CHORD BEARS N25°13'18"E 34.66 FEET); THENCE NORTHERLY 17.37 FEET ALONG THE ARC OF A 50.00 RADIUS CURVE TO THE RIGHT (CHORD BEARS N18°23'18"E 17.28 FEET); THENCE N06°00'46"E 37.45 FEET; THENCE N89°17'36"W 309.93 FEET; THENCE N00°42'23"E 127.00 FEET; THENCE N89°17'37"W 4.78 FEET; THENCE N00°10'59"E 256.59 FEET; THENCE S89°17'37"E 9.51 FEET; THENCE N04°08'44"W 133.06 FEET; THENCE N09°02'05"W 176.44 FEET; THENCE N87°59'03"E 134.03 FEET; THENCE S27°51'17"E 5.02 FEET; THENCE S89°09'37"E 750.70 FEET TO THE POINT OF BEGINNING.

CONTAINS 49.73 ACRES.

OWNER'S DEDICATION

THE OWNER(S) OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE PLATS OF THE VILLAGE AT RIVERWALK DOES CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT AND DOES HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT-OF-WAY AS SHOWN AND MARKED "JOINTLY OWNED/MAINTAINED BY THE RIVERWALK SINGLE FAMILY & RIVERWALK TOWNHOME HOME OWNERS ASSOCIATION (HOA)", AND "OWNED/MAINTAINED BY THE RIVERWALK TOWNHOME HOME OWNERS ASSOCIATION (HOA)", AND "PRIVATE ROAD" ON THE WITHIN PLATS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER AND WATER LINES AND OTHER PUBLIC UTILITY APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO. IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS

_____ DAY OF _____ A.D., 20__

ARBOR GARDNER L.C. _____ LIBERTY VENTURES L.C. _____

WELLS FARGO BANK NA

APPROVED AS TO FORM THIS _____
DAY OF_____ A.D., _____

STEVE STRONG

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THIS _____ DAY OF _____ A.D., 20__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, THE SIGNER ( ) OF THE ABOVE OWNER'S DEDICATION,____IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

JUNE 30, 2005

THE VILLAGE AT RIVERWALK

A PLANNED RESIDENTIAL DEVELOPMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN, UTAH
SCALE: 1" = 150'

SHEET 1 OF 6

SOUTH VALLEY SEWER DISTRICT

APPROVED THIS _____DAY OF
_____ A.D., _____

DIRECTOR, SOUTH VALLEY SEWER DISTRICT

BOARD OF HEALTH

APPROVED THIS _____DAY OF
_____ A.D., _____

DIRECTOR, S.L. CO. BOARD OF HEALTH

PLANNING COMMISSION

APPROVED THIS _____DAY OF
_____ A.D., _____ BY THE SOUTH JORDAN CITY PLANNING COMMISSION.

PLANNING COMMISSION CHAIRMAN

CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE

CITY ENGINEER

CITY ATTORNEY

APPROVED AS TO FORM THIS _____
DAY OF_____ A.D., _____

SOUTH JORDON CITY ATTORNEY

CITY APPROVAL

PRESENTED TO THE BOARD OF SOUTH JORDON CITY COMMISSIONERS THIS____DAY OF_____A.D._____. AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: SOUTH JORDAN CLERK MAYOR, SOUTH JORDAN, UTAH

RECORDED

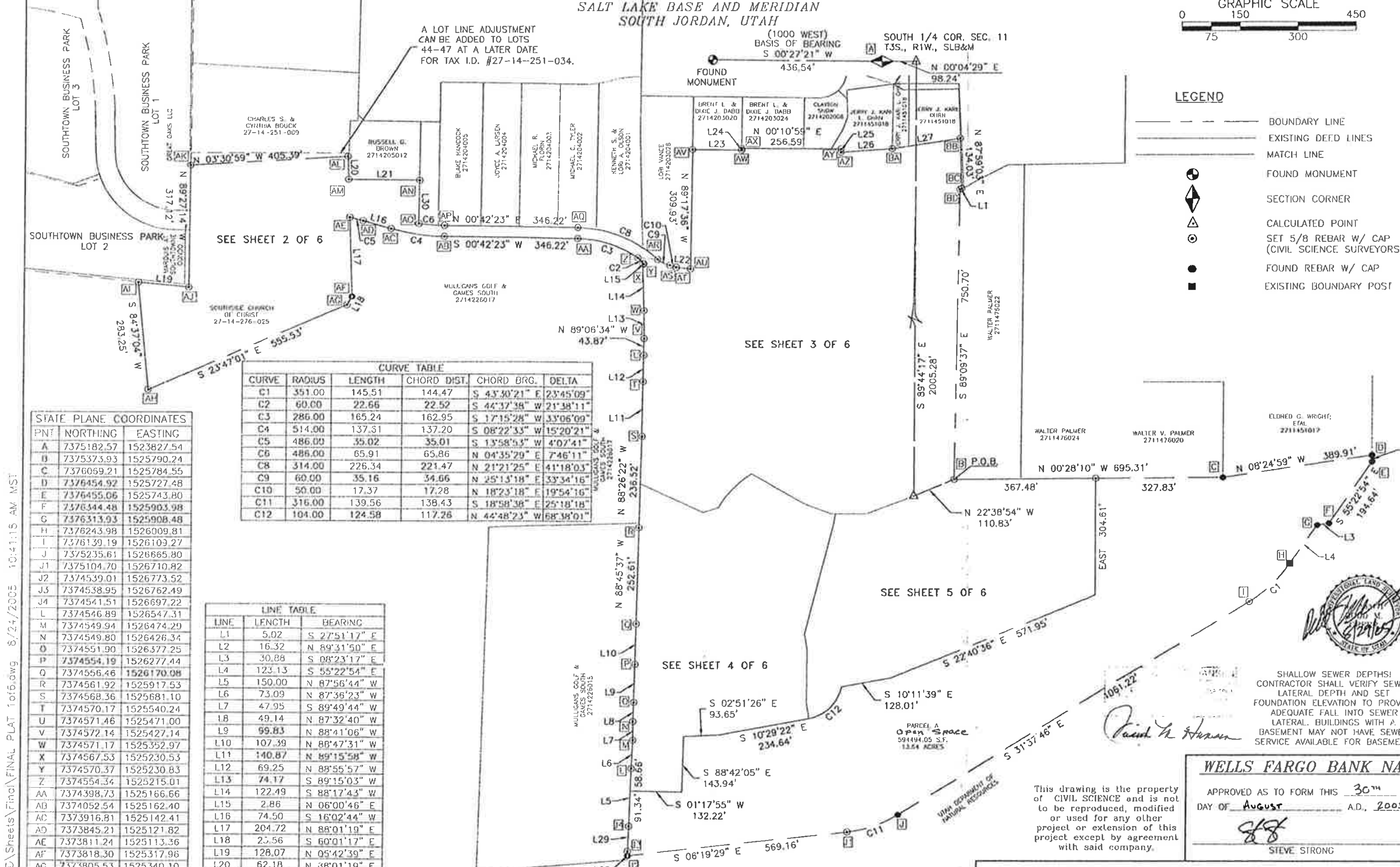
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF
_____

DATE_____ TIME_____ BOOK_____ PAGE_____

FEE$ _____ SALT LAKE COUNTY RECORDER

THE VILLAGE AT RIVERWALK *(AND AMENDING LOTS 25 THRU 29 RIDGECREST ESTATES SUBDIVISION AND AMENDING LOT 4 SOUTHTOWN BUSINESS PARK)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11 & THE NORTHEAST QUARTER OF SECTION 14 & THE NORTHWEST QUARTER OF SECTION 13 & THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SOUTH JORDAN, UTAH



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
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C4	514.00	137.31	137.20	S 08°22'33" W	15°20'21"
C5	486.00	35.02	35.01	S 13°58'53" W	4°07'41"
C6	486.00	65.91	65.86	N 04°35'29" E	7°46'11"
C8	314.00	226.34	221.47	N 21°21'25" E	41°18'03"
C9	60.00	35.16	34.66	N 25°13'18" E	33°34'16"
C10	50.00	17.37	17.28	N 18°23'18" E	19°54'16"
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H	7376243.98	1526009.81
I	7376139.19	1526109.27
J	7375235.61	1526665.80
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J3	7374538.95	1526762.49
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M	7374549.94	1526474.29
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S	7374568.36	1525681.10
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AB	7374052.54	1525162.40
AC	7373916.81	1525142.41
AD	7373845.21	1525121.82
AE	7373811.24	1525113.36
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AG	7373805.53	1525340.10
AH	7373297.18	1525564.14
AI	7373270.61	1525282.14
AJ	7373398.04	1525294.88
AK	7373401.07	1524977.77
AL	7373805.69	1524952.91
AM	7373807.84	1525015.05
AN	7373988.63	1525017.29
AO	7373987.24	1525129.13
AP	7374052.89	1525134.40
AQ	7374399.08	1525138.67

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.02	S 27°51'17" E
L2	16.32	N 89°31'50" E
L3	30.88	S 08°23'17" E
L4	123.13	S 55°22'54" E
L5	150.00	N 87°56'44" W
L6	73.09	N 87°36'23" W
L7	47.95	S 89°49'44" W
L8	49.14	N 87°32'40" W
L9	99.83	N 88°41'06" W
L10	107.39	N 88°47'31" W
L11	140.87	N 89°15'58" W
L12	69.25	N 88°55'57" W
L13	74.17	S 89°15'03" W
L14	122.49	S 88°17'43" W
L15	2.86	N 06°00'46" E
L16	74.50	S 16°02'44" W
L17	204.72	N 88°01'19" E
L18	25.56	S 60°01'17" E
L19	128.07	N 05°42'39" E
L20	62.18	N 88°01'19" E
L21	180.80	N 00°42'34" E
L22	37.45	N 06°00'46" E
L23	127.00	N 00°42'23" E
L24	4.78	N 89°17'37" W
L25	9.51	S 89°17'37" E
L26	133.06	N 04°08'44" W
L27	176.44	N 09°02'05" W
L28	11.03	S 39°43'10" W
L29	65.32	N 87°45'24" W
L30	111.85	S 89°17'26" E

STATE PLANE COORDINATES		
PNT	NORTHING	EASTING
AR	7374605.34	1525219.32
AS	7374636.70	1525234.09
AT	7374653.10	1525239.54
AU	7374690.34	1525243.46
AV	7374694.16	1524933.56
AW	7374821.15	1524935.12

STATE PLANE COORDINATES		
PNT	NORTHING	EASTING
AX	7374821.21	1524930.34
AY	7375077.80	1524931.16
AZ	7375077.68	1524940.66
BA	7375210.40	1524931.04
BB	7375384.65	1524903.34
BC	7375389.36	1525037.29
BD	7375384.93	1525039.63

SHALLOW SEWER DEPTHS! CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.

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CIVIL SCIENCE
ENGINEERS – SURVEYORS – PLANNERS – SCIENTISTS
3160 West Clubhouse Drive
Lehi, UT 84043
PHONE (801)768-7200, FAX (801)768-7201

SURVEYOR'S CERTIFICATE

I, DODD M. GREER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 153771 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS AND HEREAFTER TO BE KNOWN AS:

THE VILLAGE AT RIVERWALK*

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

[signature] SURVEYOR — 8/29/05 DATE

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS N0°04'29"E 98.24 FEET AND S89°44'17"E 2005.28 FEET AND N22°38'54"W 110.83 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE N00°28'10"W 695.31 FEET; THENCE N08°24'59"W 389.91 FEET; THENCE N89°31'50"E 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO.4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYORS OFFICE RECORD OF SURVEY (S89-07-0333); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIVER PARKWAY THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) S55°22'54"E 194.64 FEET; (2) S08°23'17"E 30.88 FEET; (3) S55°22'54"E 123.13 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHEASTERLY 145.51 FEET ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS S43°30'21"E 144.47 FEET) TO A POINT OF TANGENCY; (5) S31°37'46"E 1061.22 FEET TO A POINT OF CURVATURE; (6) SOUTHERLY 139.56 FEET ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S18°58'38"E 138.43 FEET) TO A POINT OF TANGENCY; THENCE S06°19'29"E 569.16 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES: (1) S89°43'10"W 11.03 FEET; (2) N87°45'24"W 65.32 FEET; (3) N87°56'44"W 150.00 FEET; (4) N87°36'23"W 73.09 FEET; (5) S89°49'44"W 47.95 FEET; (6) N87°32'40"W 49.14 FEET; (7) N88°41'06"W 99.83 FEET; (8) N88°47'31" WEST 107.39 FEET; (9) N88°45'37"W 252.61 FEET; (10) N88°26'22"W 236.52 FEET; THENCE N89°15'58"W 140.87 FEET; THENCE N88°55'57"W 69.25 FEET; THENCE N89°06'34"W 43.87 FEET; THENCE S89°15'03"W 74.17 FEET; THENCE S88°17'43"W 122.49 FEET; THENCE N06°00'46"E 2.86 FEET; THENCE SOUTHWESTERLY 22.66 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS S44°37'38"W 22.52 FEET); THENCE SOUTHERLY 165.24 FEET ALONG THE ARC OF A 286.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS S17°15'28"W 162.95 FEET); THENCE S00°42'23"W 346.22 FEET; THENCE SOUTHERLY 137.61 FEET ALONG THE ARC OF A 514.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S08°22'33"W 137.20 FEET); THENCE S16°02'44"W 74.50 FEET; THENCE SOUTHERLY 35.02 FEET ALONG THE ARC OF A 486.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S13°58'53"W 35.01 FEET); THENCE N88°01'19"E 204.72 FEET; THENCE S60°01'17"E 25.56 FEET; THENCE S23°47'01"E 555.53 FEET; THENCE S84°37'04"W 283.25 FEET; THENCE N05°42'39"E 128.07 FEET; THENCE N89°27'14"W 317.12 FEET; THENCE N03°30'59"W 405.39 FEET; THENCE N88°01'19"E 62.18 FEET; THENCE N00°42'34"E 180.80 FEET; THENCE S89°17'26"E 111.85 FEET; THENCE ON A 486.00 FOOT RADIUS CURVE TO THE LEFT 65.91 FEET, (CHORD BEARS N04°35'29"E 65.86 FEET); THENCE N00°42'23"E 346.22 FEET; THENCE NORTHERLY 226.34 FEET ALONG THE ARC OF 314.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N21°21'25"E 221.47 FEET); THENCE NORTHEASTERLY 35.16 FEET ALONG THE ARC OF A 60.00 RADIUS CURVE TO THE LEFT (CHORD BEARS N25°13'18"E 34.66 FEET); THENCE NORTHERLY 17.37 FEET ALONG THE ARC OF A 50.00 RADIUS CURVE TO THE RIGHT (CHORD BEARS N18°23'18"E 17.28 FEET); THENCE N06°00'46"E 37.45 FEET; THENCE N89°17'36"W 309.93 FEET; THENCE N00°42'23"E 127.00 FEET; THENCE N89°17'37"W 4.78 FEET; THENCE N00°10'59"E 256.59 FEET; THENCE S89°17'37"E 9.51 FEET; THENCE N04°08'44"W 133.06 FEET; THENCE N09°02'05"W 176.44 FEET; THENCE N87°59'03"E 134.03 FEET; THENCE S27°51'17"E 5.02 FEET; THENCE S89°09'37"E 750.70 FEET TO THE POINT OF BEGINNING.

CONTAINS 49.73 ACRES.

OWNER'S DEDICATION

THE OWNER(S) OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE PLATS OF THE VILLAGE AT RIVERWALK DOES CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT AND DOES HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT-OF-WAY AS SHOWN AND MARKED "JOINTLY OWNED/MAINTAINED BY THE RIVERWALK SINGLE FAMILY & RIVERWALK TOWNHOME HOME OWNERS ASSOCIATION (HOA)", AND "OWNED/MAINTAINED BY THE RIVERWALK TOWNHOME HOME OWNERS ASSOCIATION (HOA)", AND "PRIVATE ROAD" ON THE WITHIN PLATS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER AND WATER LINES AND OTHER PUBLIC UTILITY APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO. IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 30 DAY OF August A.D., 2005

ARBOR GARDNER L.C. — LIBERTY VENTURES L.C.

WELLS FARGO BANK NA

APPROVED AS TO FORM THIS 30TH DAY OF AUGUST A.D., 2005

STEVE STRONG

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THIS 30th DAY OF August A.D., 2005 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, THE SIGNER (3) OF THE ABOVE OWNER'S DEDICATION, ARE IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT They SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 03-05-08

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

JUNE 30, 2005

THE VILLAGE AT RIVERWALK*

A PLANNED RESIDENTIAL DEVELOPMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SOUTH JORDAN, UTAH
SCALE: 1" = 150'
SHEET 1 OF 6

SOUTH VALLEY SEWER DISTRICT

APPROVED THIS 31 DAY OF August A.D., 2005

DIRECTOR, SOUTH VALLEY SEWER DISTRICT

BOARD OF HEALTH

APPROVED THIS 31st DAY OF AUG. A.D., 2005

DIRECTOR, S.L. CO. BOARD OF HEALTH

PLANNING COMMISSION

APPROVED THIS 23rd DAY OF August A.D., 2005 BY THE SOUTH JORDAN CITY PLANNING COMMISSION.

~~PLANNING COMMISSION CHAIRMAN~~ DIRECTOR

CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE

Brad Klavano 8/31/05
CITY ENGINEER

CITY ATTORNEY

APPROVED AS TO FORM THIS 31 DAY OF August A.D. 2005

SOUTH JORDON CITY ATTORNEY

CITY APPROVAL

PRESENTED TO THE BOARD OF SOUTH CITY COMMISSIONERS THIS 31 DAY OF August A.D. 2005 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: SOUTH JORDAN CLERK — MAYOR, SOUTH JORDAN, UTAH

City of South Jordan CORPORATE Seal

RECORDED [redacted]

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF [redacted]
DATE [redacted] TIME [redacted] BOOK [redacted] PAGE [redacted]
[redacted]
FEES [redacted]
SALT LAKE COUNTY RECORDER

27-11-41,42 27-13-31 27-11-476-025,019 27-14-226-019,020,021,022
27-12-31 27-14-41,42 27-11-451-018 27-14-203-020,024,028,030
27-14-276-025,026

1 of 6
DRAWING NUMBER Plat
Villas @ Riverwalk

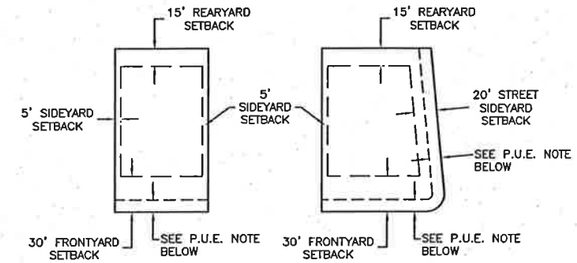
Q:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Final\FINAL PLAT 1of6.dwg 8/24/2005 10:41:15 AM MST

THE VILLAGE AT RIVERWALK

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN

LEGEND

- BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED LOT LINE
- EASEMENT LINE
- CENTER LINE
- PROPOSED SETBACK (LOT 4)
- SET 5/8" REBAR W/ CAP
- CALCULATED POINT, NOT SET
- SUBDIVISION MONUMENT
- 852 S. — STREET ADDRESS BLOCK



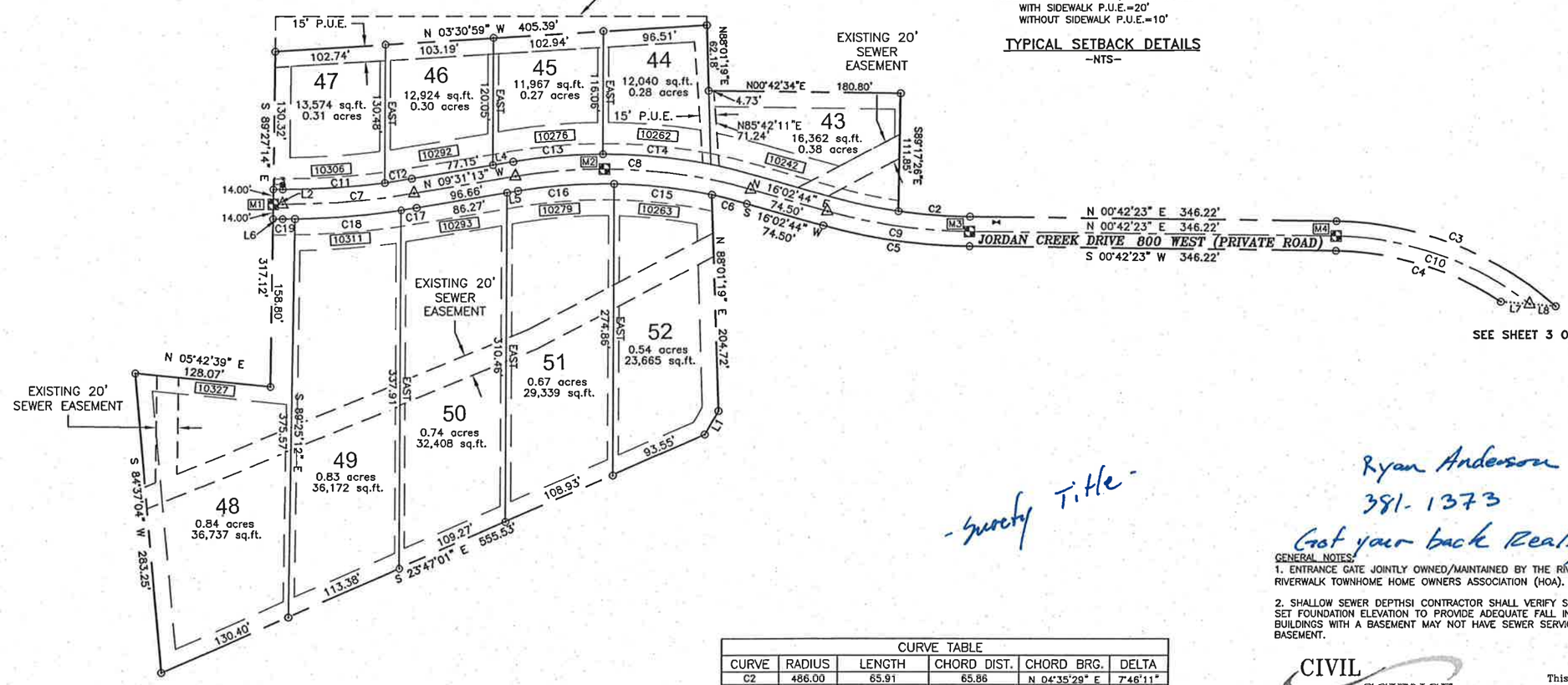
P.U.E. NOTE:
PUBLIC UTILITY EASEMENT, WIDTH VARIES
WITH SIDEWALK P.U.E.=20'
WITHOUT SIDEWALK P.U.E.=10'

TYPICAL SETBACK DETAILS
-NTS-

GRAPHIC SCALE
0 60 180
30 120

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

A LOT LINE ADJUSTMENT CAN BE ADDED TO LOTS 44-47 AT A LATER DATE FOR TAX I.D. #27-14-251-034.



Ryan Anderson
381-1373
Got your back Realty

- Surety Title -

PROFESSIONAL LAND SURVEYOR
No. 153771
DODD M. GREER
STATE OF UTAH

GENERAL NOTES:

1. ENTRANCE GATE JOINTLY OWNED/MAINTAINED BY THE RIVERWALK SINGLE FAMILY & RIVERWALK TOWNHOME HOME OWNERS ASSOCIATION (HOA).

2. SHALLOW SEWER DEPTHSI CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.

SUBDIVISION MONUMENTS		
PNT	NORTHING	EASTING
M1	7373399.69	1525122.09
M2	7373710.88	1525088.89
M3	7374052.71	1525148.40
M4	7374398.91	1525152.67

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.56	S 60°01'17" E
L2	9.11	S 00°00'00" E
L3	8.98	S 00°00'00" W
L4	19.51	N 09°31'13" W
L5	10.39	S 09°31'13" E
L6	9.24	S 00°00'00" E
L7	26.98	N 04°50'15" E
L8	24.20	N 04°50'15" E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C2	486.00	65.91	65.86	N 04°35'29" E	7°46'11"
C3	314.00	226.34	221.47	S 21°21'25" W	41°18'03"
C4	286.00	165.24	162.95	S 17°15'28" W	33°06'09"
C5	514.00	137.61	137.20	N 08°22'33" E	15°20'21"
C6	486.00	35.02	35.01	S 13°58'53" W	4°07'41"
C7	750.00	124.62	124.48	N 04°45'37" W	9°31'13"
C8	500.00	223.10	221.26	S 03°15'45" W	25°33'57"
C9	500.00	133.86	133.46	N 08°22'33" E	15°20'21"
C10	300.00	196.96	193.44	S 19°30'51" W	37°36'57"
C11	736.00	95.08	95.01	N 03°42'03" W	7°24'06"
C12	736.00	27.21	27.21	N 08°27'40" W	2°07'07"
C13	514.00	83.89	83.80	S 04°50'40" E	9°21'06"
C14	514.00	101.51	101.34	S 05°29'20" W	11°18'54"
C15	486.00	92.04	91.90	S 06°29'32" W	10°51'02"
C16	486.00	89.80	89.68	S 04°13'36" E	10°35'14"
C17	764.00	15.09	15.09	N 08°57'16" W	1°07'54"
C18	764.00	100.35	100.28	N 04°37'33" W	7°31'32"
C19	764.00	11.51	11.51	N 00°25'53" W	0°51'47"

CIVIL SCIENCE
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CORNER LOT

JUNE 30, 2005

THE VILLAGE AT RIVERWALK

A PLANNED RESIDENTIAL DEVELOPMENT

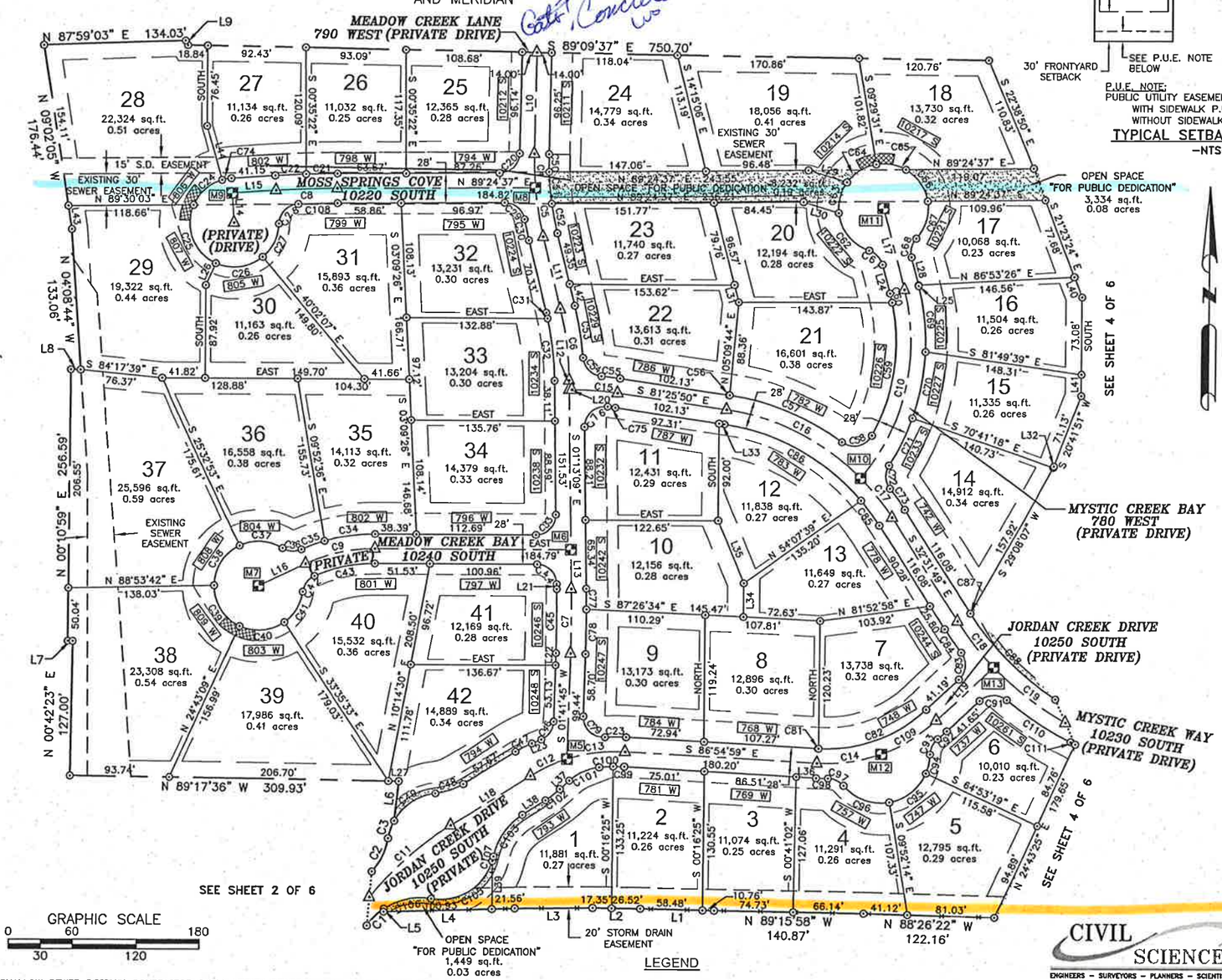
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN

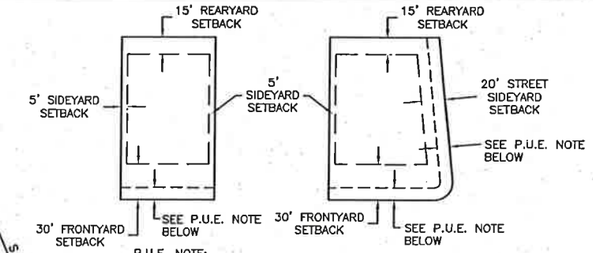
SOUTH JORDON, UTAH

SCALE: 1' = 60'

THE VILLAGE AT RIVERWALK

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN





P.U.E. NOTE:
PUBLIC UTILITY EASEMENT, WIDTH VARIES WITH SIDEWALK P.U.E.=20' WITHOUT SIDEWALK P.U.E.=10'

TYPICAL SETBACK DETAILS
-NTS-

SUBDIVISION MONUMENTS		
PNT	NORTHING	EASTING
M5	7374712.03	1525401.91
M6	7374909.63	1525404.32
M7	7374873.76	1525110.50
M8	7375251.84	1525366.47
M9	7375244.88	1525082.89
M10	7374978.89	1525673.73
M11	7375233.84	1525693.22
M12	7374718.30	1525695.92
M13	7374800.52	1525800.03

LINE TABLE		
LINE	LENGTH	BEARING
L1	69.25	N 88°55'57" W
L2	43.87	N 89°06'34" W
L3	74.17	S 89°15'03" W
L4	122.49	S 88°17'43" W
L5	2.86	N 06°00'46" E
L6	37.45	N 06°00'46" E
L7	4.78	N 89°17'37" W
L8	9.51	S 89°17'37" E
L9	5.02	S 27°51'17" E
L10	96.25	S 00°50'23" W
L11	70.33	S 14°15'06" E
L12	8.88	S 01°13'09" E
L13	37.16	S 01°13'09" E
L14	28.00	N 03°53'56" W
L15	41.15	N 86°06'04" E
L16	49.10	N 64°26'16" E
L17	79.26	S 14°39'12" E
L18	87.79	N 57°48'10" E
L19	72.64	N 46°23'24" E
L20	2.56	N 88°46'51" E
L21	4.86	S 01°13'09" E
L22	11.40	S 01°41'45" W
L23	9.65	N 67°48'10" E
L24	27.96	N 14°39'12" W
L25	0.82	S 14°39'12" E
L26	22.55	N 24°04'10" E
L27	9.49	N 89°17'36" W
L28	27.14	S 14°39'12" E
L29	37.73	S 72°36'22" E
L30	34.50	S 72°36'22" E
L31	16.81	S 14°15'06" E
L32	1.52	S 29°08'07" W
L33	4.81	N 81°25'50" W
L34	31.76	N 00°00'00" E
L35	64.44	S 22°10'10" E
L36	18.69	N 86°54'59" W
L37	12.03	S 47°48'10" W
L38	25.88	S 57°48'10" W
L39	45.11	S 00°16'25" W
L40	20.48	S 21°23'24" E
L41	20.17	S 00°00'00" E
L42	20.98	S 14°15'06" E
L43	22.33	S 09°02'05" E
L44	52.98	S 16°05'27" E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	60.00	22.66	22.52	S 44°37'38" W	21°38'11"
C2	60.00	35.16	34.66	N 25°13'18" E	33°34'17"
C3	50.00	17.37	17.28	S 18°23'18" W	19°54'16"
C4	300.00	32.09	32.08	S 02°13'30" E	6°07'45"
C5	300.00	46.93	46.88	S 09°46'14" E	8°57'44"
C6	300.00	68.24	68.09	N 07°44'07" W	13°01'57"
C7	1200.00	61.05	61.05	N 00°14'18" E	2°54'54"
C8	1000.00	57.76	57.75	S 87°45'20" W	3°18'33"
C9	150.00	66.92	66.37	S 77°13'08" W	25°33'44"
C10	200.00	189.62	182.60	N 12°30'27" E	54°19'17"
C11	300.00	102.00	101.51	S 48°03'45" W	19°28'51"
C12	151.50	38.50	38.40	S 65°05'00" W	14°33'40"
C13	151.50	54.79	54.49	S 82°43'26" W	20°43'11"
C14	150.00	61.12	60.70	N 81°24'37" E	23°20'49"
C15	250.00	42.71	42.66	N 86°19'29" W	9°47'19"
C16	225.00	144.40	141.93	N 63°02'42" W	36°46'15"
C17	225.00	47.63	47.54	N 38°35'41" W	12°07'47"
C18	275.00	55.32	55.23	S 38°17'37" E	11°31'36"
C19	275.00	86.63	86.27	S 53°04'54" E	18°02'59"
C20	19.00	29.37	26.53	N 45°07'30" E	88°34'14"
C21	1014.00	29.39	29.39	S 88°34'47" W	1°39'39"
C22	1014.00	29.17	29.17	S 86°55'31" W	1°38'54"
C23	165.50	19.42	19.41	S 89°43'21" W	6°43'20"
C24	42.00	37.18	35.97	S 48°33'04" W	50°42'58"
C25	42.00	65.33	58.94	S 21°22'07" E	89°07'25"
C26	42.00	46.99	44.58	N 82°01'02" E	64°06'17"
C27	42.00	35.90	34.82	N 25°28'40" E	48°58'27"
C28	19.00	28.61	25.98	S 44°07'38" W	86°16'25"
C29	19.00	26.54	24.44	N 50°34'06" W	80°02'34"
C30	314.00	20.30	20.30	S 12°23'57" E	3°42'17"
C31	286.00	5.61	5.61	N 13°41'22" W	1°07'28"
C32	286.00	59.44	59.33	N 07°10'23" W	11°54'29"
C33	19.00	30.25	27.15	N 44°23'25" E	91°13'09"
C34	164.00	47.95	47.78	S 81°37'26" W	16°45'08"
C35	164.00	23.24	23.22	S 69°11'20" W	8°07'05"
C36	19.00	18.76	18.01	S 86°35'02" E	56°34'21"
C37	42.00	41.97	40.24	N 86°55'22" W	57°15'01"
C38	42.00	47.09	44.66	S 32°19'53" W	64°14'29"
C39	42.00	48.01	45.44	S 32°32'07" E	65°29'29"
C40	42.00	44.18	42.17	N 84°35'08" E	60°16'02"
C41	42.00	34.63	33.66	N 30°49'54" E	47°14'26"
C42	19.00	19.33	18.51	S 36°21'38" W	58°17'53"
C43	136.00	58.13	57.69	S 77°45'17" W	24°29'26"
C44	19.00	29.44	26.58	N 45°36'35" W	88°46'51"
C45	1186.00	60.34	60.33	N 00°14'18" E	2°54'54"
C46	19.00	21.92	20.73	N 34°44'58" E	66°06'25"
C47	100.00	17.45	17.43	S 62°48'10" W	10°00'00"
C48	60.00	27.37	27.13	N 70°52'08" E	26°07'55"
C49	50.00	48.52	46.63	S 56°08'16" W	55°35'40"
C50	286.00	16.72	16.71	S 00°50'05" E	3°20'57"
C51	286.00	30.13	30.11	S 05°31'37" E	6°02'07"
C52	286.00	28.49	28.48	S 11°23'53" E	5°42'25"
C53	314.00	50.13	50.08	N 09°40'39" W	9°08'52"
C54	19.00	26.56	24.45	S 45°09'08" E	80°05'50"
C55	264.00	17.37	17.37	N 83°18'57" W	3°46'14"
C56	239.00	0.65	0.65	N 81°21'07" W	0°09'25"
C57	239.00	115.91	114.78	N 67°22'49" W	27°47'12"
C58	19.00	32.66	28.79	N 77°16'04" E	98°29'26"
C59	186.00	129.66	127.05	N 08°03'08" E	39°56'27"
C60	186.00	8.88	8.88	N 13°17'08" W	2°44'06"
C61	19.00	18.98	18.20	N 43°16'41" W	57°14'56"
C62	42.00	47.98	45.41	S 39°10'34" E	65°27'11"
C63	42.00	30.72	30.04	S 14°30'12" W	41°54'20"
C64	42.00	33.02	32.18	S 57°58'55" W	45°03'07"
C65	42.00	28.54	27.99	N 80°01'39" W	38°55'44"
C66	42.00	37.57	36.33	N 34°56'01" W	51°15'33"
C67	42.00	38.04	36.76	N 16°38'46" E	51°54'01"
C68	19.00	18.98	18.20	S 13°58'17" W	57°14'58"
C69	214.00	62.92	62.69	N 06°13'48" W	16°50'46"
C70	214.00	63.94	63.70	N 10°45'08" E	17°07'08"
C71	214.00	49.79	49.68	N 25°58'39" E	13°19'54"
C72	19.00	23.55	22.07	S 02°51'41" E	71°00'35"
C73	239.00	24.35	24.33	N 35°26'53" W	5°50'11"
C74	42.00	8.94	8.92	S 80°00'19" W	12°11'31"
C75	236.00	7.11	7.11	N 82°17'36" W	1°43'33"
C76	19.00	32.52	28.69	S 47°48'44" W	98°03'46"
C77	1214.00	19.62	19.62	N 00°45'22" W	0°55'34"
C78	1214.00	42.14	42.14	N 00°42'05" E	1°59'20"
C79	19.00	31.61	28.09	S 45°58'17" E	95°20'04"
C81	136.00	0.59	0.59	S 87°02'28" E	0°14'59"
C82	136.00	110.24	107.25	N 69°36'43" E	46°26'39"
C83	19.00	27.94	25.49	N 04°15'53" E	84°15'02"
C84	289.00	26.89	26.88	S 35°11'43" E	5°19'49"
C85	211.00	29.18	29.16	N 36°29'32" W	7°55'28"
C86	211.00	150.90	147.71	N 60°56'33" W	40°58'34"
C87	261.01	0.10	0.10	S 32°32'27" E	0°01'16"
C88	261.00	115.52	114.58	S 45°13'53" E	25°21'37"
C91	19.00	27.67	25.29	S 88°06'50" W	83°26'52"
C92	164.00	11.13	11.13	N 48°20'01" E	3°53'15"
C93	19.00	16.66	16.13	S 25°09'19" W	50°14'40"
C94	46.00	18.50	18.37	N 11°33'14" E	23°02'30"
C95	46.00	45.81	43.94	N 51°36'08" E	57°03'18"
C96	46.00	47.62	45.52	S 70°12'54" E	59°18'40"
C97	19.00	16.66	16.13	N 65°40'54" W	50°14'40"
C98	164.00	11.13	11.13	S 88°51'36" E	3°53'15"
C99	137.50	10.09	10.09	N 89°01'05" W	4°12'13"
C100	137.50	12.99	12.99	S 86°10'25" W	5°24'48"
C101	50.00	31.12	30.62	S 65°38'06" W	35°39'51"

GRAPHIC SCALE
0 30 60 120 180

SHALLOW SEWER DEPTHSI CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C102	100.00	17.45	17.43	N 52°48'10" E	10°00'00"
C103	60.00	49.05	47.70	S 34°22'58" W	46°50'24"
C105	50.00	73.18	66.82	N 57°51'14" E	83°51'21"
C106	60.00	46.43	45.28	S 77°36'49" W	44°20'11"
C107	50.00	4.33	4.33	N 13°26'40" E	4°57'47"
C108	986.00	36.93	36.93	S 88°20'14" W	2°08'46"
C109	150.00	61.12	60.70	N 58°03'48" E	23°20'49"
C110	289.00	73.21	73.01	S 57°25'09" E	14°30'52"
C111	50.00	4.87	4.87	N 61°53'00" W	5°35'11"

PROFESSIONAL LAND SURVEYOR
No. 163771
DODD M. GREER
STATE OF UTAH

LEGEND

- BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED LOT LINE
- EASEMENT LINE
- CENTER LINE
- PROPOSED SETBACK (LOT 4)
- SET 5/8" REBAR
- CALCULATED POINT, NOT SET
- SUBDIVISION MONUMENT
- 852 S. STREET ADDRESS BLOCK
- JOINTLY OWNED/MAINTAINED BY THE RIVERWALK SINGLE FAMILY & RIVERWALK TOWNHOME HOME OWNERS ASSOCIATION (HOA)

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JUNE 30, 2005

THE VILLAGE AT RIVERWALK

A PLANNED RESIDENTIAL DEVELOPMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

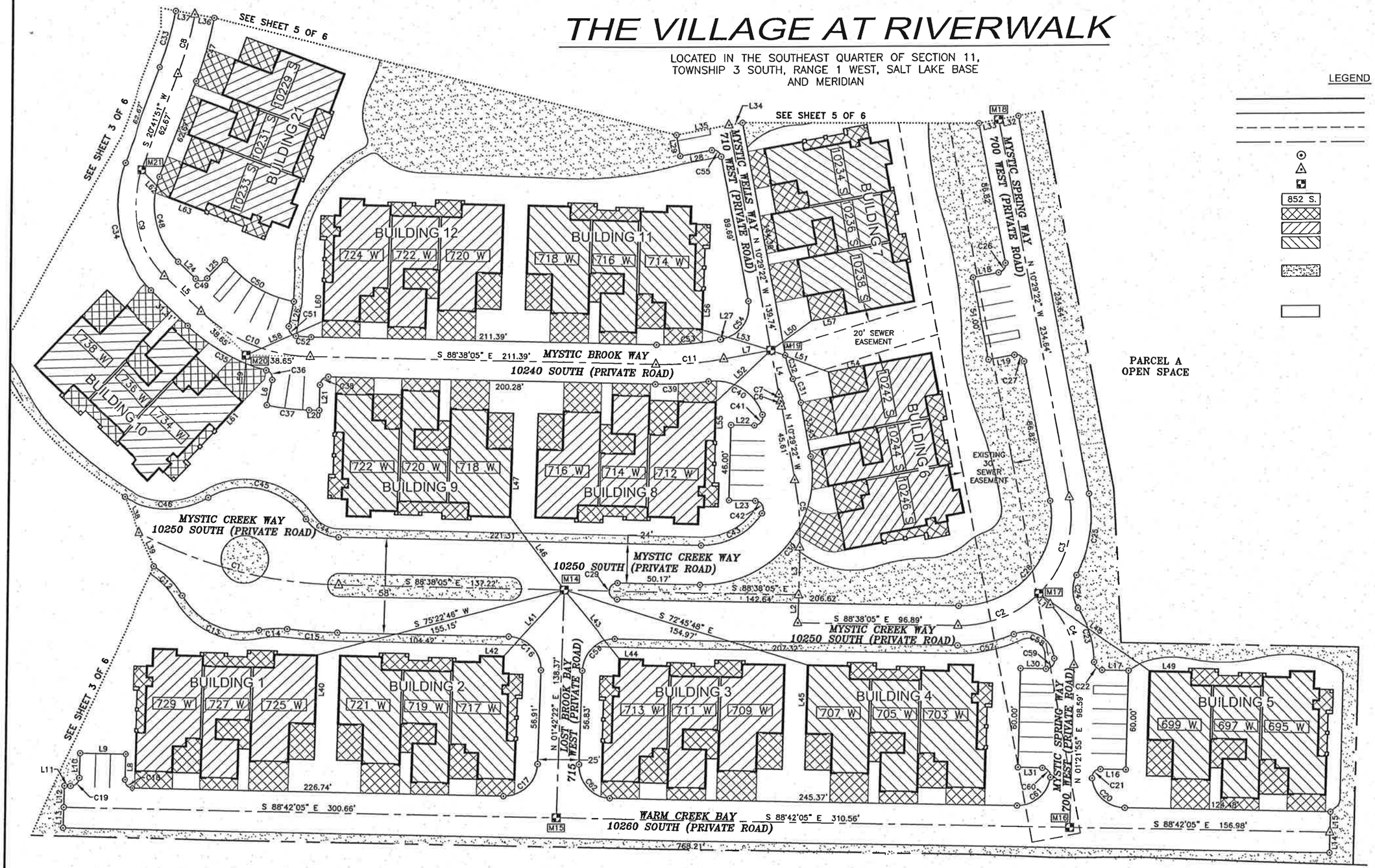
SOUTH JORDON, UTAH

SCALE: 1' = 60'

SHEET 3 OF 6

THE VILLAGE AT RIVERWALK

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN



LEGEND

- BOUNDARY LINE
- PROPOSED RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTER LINE
- SET 5/8" REBAR W/ CAP
- CALCULATED POINT, NOT SET
- SUBDIVISION MONUMENT
- 852 S. — STREET ADDRESS BLOCK
- LIMITED COMMON AREA
- PRIVATE AREA (UNITS)
- PRIVATE AREA (UNITS)
- JOINTLY OWNED/MAINTAINED BY THE RIVERWALK SINGLE FAMILY & RIVERWALK TOWNHOME HOME OWNERS ASSOCIATION (HOA)
- OWNED/MAINTAINED BY THE RIVERWALK TOWNHOME HOME OWNERS ASSOCIATION (HOA)

GRAPHIC SCALE
0 15 30 60 90

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

SUBDIVISION MONUMENTS		
PNT	NORTHING	EASTING
M14	7374713.55	1526128.28
M15	7374575.25	1526124.16
M16	7374568.21	1526434.65
M17	7374710.14	1526415.56
M18	7374999.57	1526391.09
M19	7374859.41	1526253.37
M20	7374856.89	1525934.18
M21	7374969.79	1525868.81

NOTE:
1. SEE SHEET 6 OF 6 FOR LINE AND CURVE DATA.
2. SEE SHEET 6 OF 6 FOR TYPICAL FLOOR PLAN DIMENSIONS.

SHALLOW SEWER DEPTHS! CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.

PROFESSIONAL LAND SURVEYOR
No. 153771
DODD M. GREER
STATE OF UTAH

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JUNE 30, 2005

THE VILLAGE AT RIVERWALK

A PLANNED RESIDENTIAL DEVELOPMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

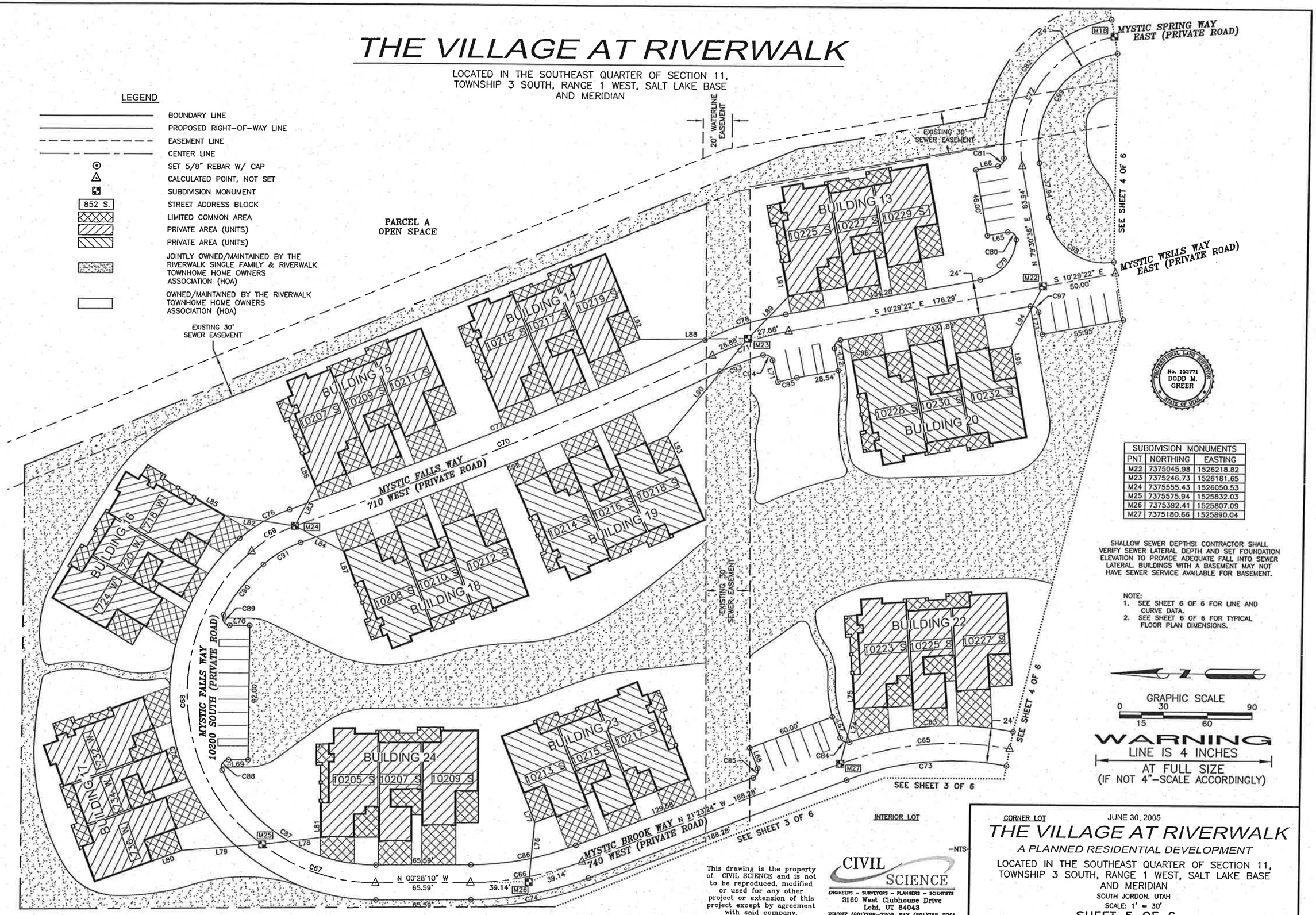
SOUTH JORDON, UTAH

SCALE: 1" = 30'

SHEET 4 OF 6

THE VILLAGE AT RIVERWALK

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN



SUBDIVISION MONUMENTS		
PNT	NORTHING	EASTING
M22	7375045.98	1526218.82
M23	7375246.73	1526181.65
M24	7375555.43	1526050.53
M25	7375575.94	1525832.03
M26	7375392.41	1525807.09
M27	7375180.66	1525890.04

SHALLOW SEWER DEPTHSI CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.

NOTE:
1. SEE SHEET 6 OF 6 FOR LINE AND CURVE DATA.
2. SEE SHEET 6 OF 6 FOR TYPICAL FLOOR PLAN DIMENSIONS.

GRAPHIC SCALE
0 30 90
15 60

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

CORNER LOT

INTERIOR LOT

-NTS-

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JUNE 30, 2005

THE VILLAGE AT RIVERWALK

A PLANNED RESIDENTIAL DEVELOPMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN

SOUTH JORDON, UTAH

SCALE: 1' = 30'

SHEET 5 OF 6

THE VILLAGE AT RIVERWALK

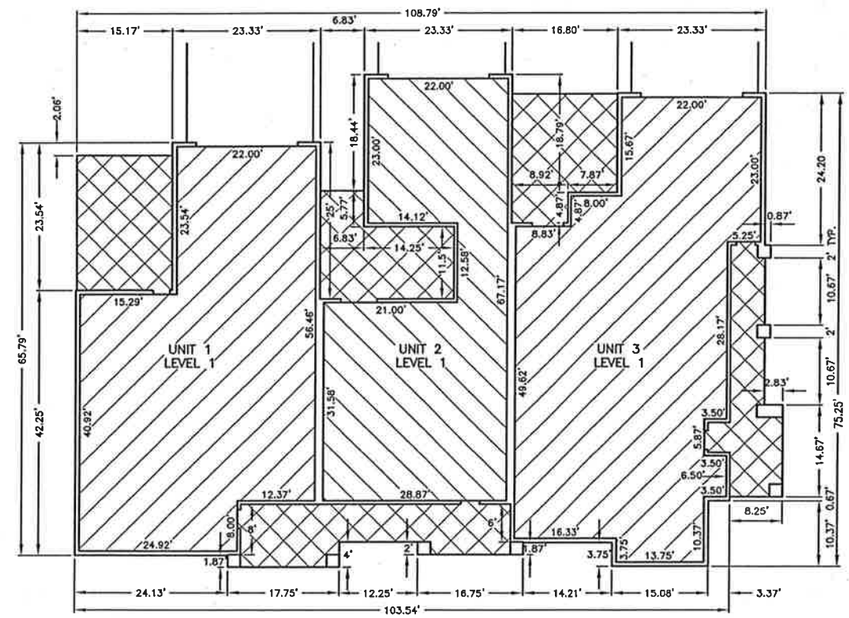
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	275.00	127.33	126.19	S 75°22'14" E	26°31'42"
C2	66.00	53.37	51.93	N 68°11'58" E	46°19'53"
C3	66.00	63.96	61.48	N 17°16'20" E	55°31'23"
C4	50.00	40.43	39.34	N 21°48'02" W	46°19'53"
C5	200.00	41.38	41.31	N 04°33'44" W	11°51'17"
C6	42.00	3.27	3.27	N 12°43'12" W	4°27'39"
C7	54.00	4.20	4.20	S 12°43'12" E	4°27'39"
C8	212.00	38.02	37.97	N 15°33'34" E	10°16'33"
C9	60.00	70.24	66.30	S 12°50'20" E	67°04'22"
C10	100.00	73.76	72.10	S 67°30'18" E	42°15'34"
C11	200.00	41.38	41.31	N 85°26'16" E	11°51'17"
C12	50.00	25.32	25.05	N 44°34'49" W	29°01'11"
C13	44.00	55.28	51.71	S 66°03'43" E	71°58'58"
C14	50.00	16.75	16.67	S 87°32'43" W	19°11'49"
C15	304.00	30.66	30.65	S 85°44'44" E	5°46'43"
C16	20.00	31.53	28.37	N 43°27'52" W	90°20'28"
C17	20.00	31.27	28.18	N 46°30'09" E	89°35'33"
C18	5.00	7.85	7.07	S 43°38'05" E	90°00'00"
C19	5.00	7.85	7.07	N 46°21'55" E	90°00'00"
C20	20.00	28.99	26.52	S 47°10'54" E	83°02'21"
C21	5.00	8.47	7.49	S 42°51'05" W	97°01'39"
C22	5.00	7.70	6.96	S 44°32'12" E	88°11'48"
C23	62.00	34.77	34.32	N 16°30'16" W	32°07'56"
C24	20.00	20.85	19.92	S 02°42'30" E	59°43'28"
C25	78.00	51.25	50.33	N 08°19'56" E	37°38'36"
C26	5.00	7.85	7.07	N 34°30'38" E	90°00'00"
C27	5.00	7.85	7.07	N 55°29'22" W	90°00'00"
C28	54.00	96.00	83.85	N 40°26'16" E	101°51'17"
C29	5.00	15.71	10.00	S 01°21'55" W	180°00'00"
C30	66.00	117.33	102.48	N 40°26'16" E	101°51'17"
C31	54.00	15.27	15.22	N 18°35'31" W	16°12'17"
C32	54.00	15.27	15.22	S 18°35'31" E	16°12'17"
C33	200.00	35.87	35.82	N 15°33'34" E	10°16'33"
C34	72.00	84.29	79.56	S 12°50'20" E	67°04'22"
C35	112.00	56.06	55.48	S 60°42'54" E	28°40'46"
C36	5.00	7.56	6.86	N 31°45'52" W	86°34'50"
C37	132.50	25.48	25.44	S 83°07'36" E	11°00'59"
C38	5.00	7.85	7.07	S 46°21'55" W	90°00'00"
C39	212.00	32.30	32.27	N 86°59'59" E	8°43'51"
C40	30.00	41.45	38.23	N 57°47'01" W	79°09'51"
C41	5.00	9.56	8.17	N 36°34'55" E	109°34'00"
C42	5.00	10.57	8.71	N 28°02'44" W	121°10'44"
C43	42.00	43.12	41.25	N 61°57'16" E	58°49'16"
C44	25.00	23.91	23.01	S 61°13'53" E	54°48'24"
C45	44.00	66.96	60.68	N 77°25'22" W	87°11'20"
C46	50.00	55.07	52.33	S 89°27'51" E	63°06'20"
C47	224.00	40.17	40.12	N 15°33'34" E	10°16'33"
C48	48.00	56.19	53.04	S 12°50'20" E	67°04'22"
C49	5.00	7.85	7.07	N 88°37'29" E	90°00'00"
C50	73.81	49.93	48.99	S 58°58'58" E	38°45'43"
C51	5.00	8.16	7.28	S 35°47'36" E	93°27'13"
C52	88.00	9.39	9.39	S 85°34'39" E	6°06'53"
C53	188.00	38.90	38.83	N 85°26'16" E	11°51'17"
C54	20.00	31.42	28.28	N 34°30'35" E	90°00'06"
C55	5.00	7.85	7.07	N 55°29'25" W	89°59'54"
C56	20.00	31.30	28.20	S 46°32'09" W	89°39'33"
C57	78.00	34.26	33.99	N 78°46'54" E	25°10'01"
C58	17.50	33.48	28.61	N 58°59'11" W	109°37'51"
C59	5.15	9.45	8.18	N 38°04'44" E	105°07'10"
C60	5.00	8.44	7.47	N 40°15'58" W	96°44'15"
C61	20.00	29.04	26.56	N 49°42'02" E	83°11'46"
C62	20.00	31.56	28.38	S 43°29'51" E	90°24'27"
C65	212.00	117.71	116.20	N 05°29'03" W	31°48'41"
C66	212.00	77.41	76.98	S 10°55'47" E	20°55'14"
C67	130.00	84.38	82.91	S 18°07'33" W	37°11'26"
C68	130.00	230.11	201.22	S 87°25'46" W	101°25'00"
C69	88.00	34.54	34.32	N 30°37'00" W	22°29'28"
C70	2638.85	308.73	308.56	S 22°43'22" E	6°42'12"
C71	200.00	54.40	54.23	N 18°16'55" W	15°35'06"
C72	73.78	141.41	120.74	N 64°24'41" W	109°48'46"
C73	175.98	111.02	109.18	N 04°39'27" W	36°08'42"
C74	224.00	81.79	81.34	S 10°55'47" E	20°55'14"
C75	142.00	343.52	265.67	S 68°50'03" W	138°36'26"
C76	100.00	39.25	39.00	N 30°37'00" W	22°29'28"
C77	2626.85	307.33	307.16	S 22°43'22" E	6°42'12"
C78	212.00	57.67	57.49	N 18°16'55" W	15°35'06"
C79	30.00	39.85	36.99	S 48°32'46" E	76°06'48"
C80	5.00	9.07	7.87	N 41°27'14" E	103°53'12"
C81	5.00	7.42	6.76	S 53°01'50" E	85°04'57"
C82	89.00	132.16	120.35	N 53°01'50" W	85°04'57"
C83	224.00	113.32	112.11	N 04°04'14" W	28°59'04"
C84	5.00	7.61	6.89	S 25°01'25" W	87°10'23"
C85	5.00	7.85	7.07	S 66°23'25" E	89°59'57"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C86	200.00	73.03	72.62	S 10°55'47" E	20°55'14"
C87	118.00	130.98	124.36	S 31°19'45" W	63°35'49"
C88	5.00	10.21	8.53	N 58°22'59" W	116°58'44"
C89	5.00	10.18	8.51	S 58°26'45" W	116°40'45"
C90	118.00	43.97	43.72	N 52°32'18" W	21°21'08"
C91	76.00	29.83	29.64	N 30°37'00" W	22°29'28"
C92	2650.85	310.14	309.96	S 22°43'22" E	6°42'12"
C93	188.00	31.24	31.21	N 21°18'49" W	9°31'17"
C94	5.00	8.05	7.21	N 26°28'53" E	92°11'32"
C95	167.50	13.29	13.29	N 12°45'45" W	4°32'46"
C96	5.00	7.85	7.07	N 55°29'22" W	90°00'00"
C97	5.00	7.85	7.07	N 34°30'38" E	90°00'00"
C98	38.00	59.69	53.74	S 34°30'37" W	89°59'58"
C99	65.00	102.10	91.92	N 55°29'23" W	90°00'02"

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.67	N 44°57'59" W
L2	17.00	N 01°21'55" E
L3	29.09	N 01°21'55" E
L4	27.32	N 10°29'22" W
L5	31.31	S 46°22'31" E
L6	15.69	S 11°31'33" W
L7	28.52	N 79°30'38" E
L8	15.50	N 01°21'55" E
L9	28.00	N 88°38'05" W
L10	15.00	S 01°21'55" W
L11	3.64	N 88°38'05" W
L12	13.05	S 01°21'55" W
L13	12.50	S 01°17'55" W
L14	12.50	N 01°17'55" E
L15	12.50	N 01°25'54" E
L16	14.89	S 88°38'05" E
L17	15.53	N 88°38'05" W
L18	15.50	S 79°30'38" W
L19	15.50	N 79°30'38" E
L20	6.12	S 88°38'05" E
L21	15.50	N 01°21'55" E
L22	13.86	N 88°38'05" W
L23	15.67	S 88°38'05" E
L24	14.96	S 46°22'31" E
L25	15.50	N 43°37'29" E
L26	15.35	S 10°56'00" W
L27	0.52	N 79°30'38" E
L28	19.50	S 79°30'38" W
L29	13.05	N 10°29'22" W
L30	15.43	N 88°38'05" W
L31	14.90	S 88°38'05" E
L32	12.00	S 79°30'38" W
L33	12.00	S 79°30'38" W
L34	8.00	S 79°30'38" W
L35	32.50	S 79°30'38" W
L36	12.00	N 79°34'42" W
L37	12.00	N 79°34'42" W
L38	24.10	S 24°30'51" E
L39	22.50	S 24°30'51" E
L40	42.25	S 01°17'55" W
L41	53.94	S 42°08'53" W
L42	15.08	N 88°42'05" W
L43	53.82	S 39°23'52" E
L44	15.08	S 88°42'05" E
L45	42.25	S 01°17'56" W
L46	55.02	N 36°37'57" W
L47	42.25	N 01°21'55" E
L48	81.31	S 54°32'49" E
L49	24.12	S 88°42'05" E
L50	30.53	N 54°08'49" E
L51	37.42	S 68°54'22" E
L52	45.05	S 46°13'11" W
L53	42.92	N 72°49'43" W
L54	21.48	N 79°30'38" E
L55	24.21	N 01°21'55" E
L56	24.21	N 01°21'51" E
L57	21.48	N 79°30'38" E
L58	50.14	N 65°34'45" E
L59	28.39	S 03°50'17" W
L60	24.21	N 01°21'51" E
L61	24.21	S 43°37'29" W
L62	24.02	S 44°32'03" E
L63	24.21	S 69°18'09" E

LINE TABLE		
LINE	LENGTH	BEARING
L65	14.27	N 10°29'22" W
L66	15.35	S 10°29'22" E
L67	15.28	N 68°36'36" E
L68	15.00	S 68°36'36" W
L69	12.94	S 00°06'23" W
L70	13.21	N 00°06'23" E
L71	15.37	S 72°34'39" W
L72	15.50	N 79°30'38" E
L73	15.50	S 79°30'38" W
L74	38.29	S 76°37'33" E
L75	24.21	N 85°58'09" E
L76	41.00	S 84°45'35" E
L77	21.48	N 68°36'36" E
L78	40.51	S 06°59'48" E
L79	55.07	N 04°26'51" W
L80	21.48	N 19°50'48" W
L81	24.21	N 89°31'50" E
L82	48.18	N 08°26'19" E
L83	30.31	S 62°48'43" E
L84	37.39	S 27°02'06" W
L85	24.21	N 30°20'03" E
L86	24.21	N 67°21'26" E
L87	24.21	S 69°09'04" W
L88	73.11	N 00°50'43" W
L89	39.22	S 47°18'03" E
L90	86.14	N 51°25'38" W
L91	21.21	N 79°30'38" E
L92	21.48	N 67°21'26" E
L93	21.48	S 66°14'14" W
L94	46.65	N 62°16'02" W
L95	21.48	S 79°30'38" W



TYPICAL FLOOR PLAN

-NO SCALE-

NOTE:
1. SEE SHEET 4 OF 6 AND 5 OF 6 FOR LINES AND CURVES.
2. SEE SHEET 4 OF 6 AND 5 OF 6 FOR FLOOR PLAN LOCATIONS.

SHALLOW SEWER DEPTHSI CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERAL. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.

PROFESSIONAL LAND SURVEYOR
No. 153771
DODD M. GREER
STATE OF UTAH

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PHONE (801)768-7200, FAX (801)768-7201

JUNE 30, 2005

THE VILLAGE AT RIVERWALK

A PLANNED RESIDENTIAL DEVELOPMENT

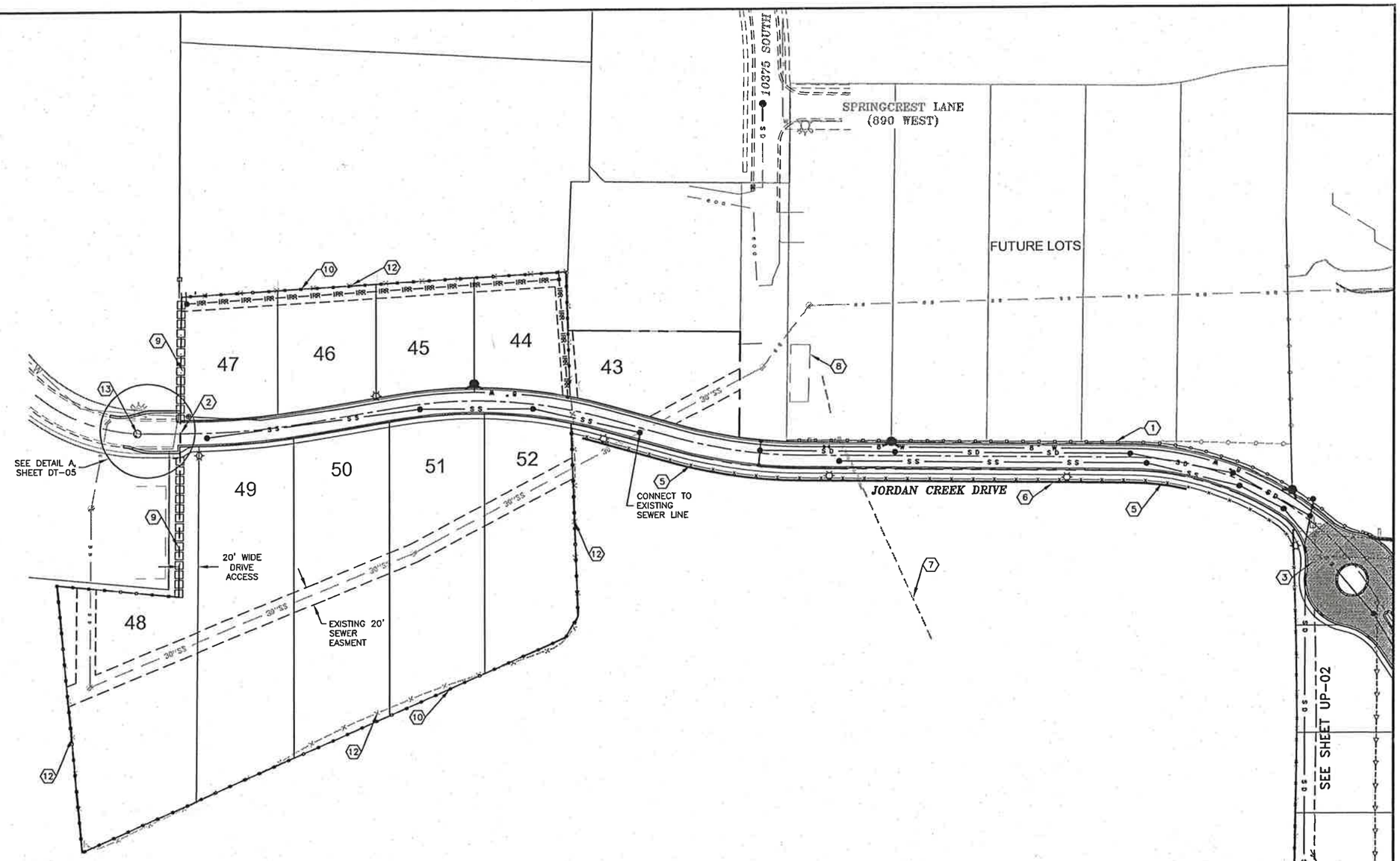
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN

SOUTH JORDON, UTAH

SCALE: NO SCALE

1. INSTALL 6' HIGH WHITE VINYL FENCE
2. GATED ENTRANCE TO CONFORM TO ALL CITY, ZONING AND CITY FIRE DEPARTMENT STANDARDS.
3. "ASHLAR SLATE" STAMPED CONCRETE IN ENTRANCE AND AT CROSSWALKS.
4. SUBDIVISION ACCESS ROAD & ENTRANCE FEATURE. SEE LANDSCAPE PLAN FOR LANDSCAPING DETAILS.
5. INSTALL 3 RAIL WHITE VINYL FENCE
6. PROPOSED RETAINING WALL SEE SHEET RW-01 & RW-02
7. EXISTING 6" CULVERT TO REMAIN
8. EXISTING BUILDING TO REMAIN
9. INSTALL 6' HIGH PRE-CAST MASONRY WALL
10. INSTALL 6' HIGH BLACK VINYL-COATED CHAINLINK FENCE
11. INSTALL 6' WROUGHT IRON FENCE W/ BRICK MASONRY PILLARS
12. EXISTING FENCE TO BE REMOVED
13. BRICK KEYPAD PEDESTAL, AS PER GATE MANUFACTURER

NOTES:
1. INSTALL COMBINATION AIR/VACUUM RELIEF VALVE ASSEMBLIES (APCO 140C SERIES, CRISPIN UL SERIES, OR APPROVED EQUIVALENT) AT ALL HIGH POINTS OF THE CULINARY WATER SYSTEM.
2. INSTALL FIRE HYDRANT (PREFERRED) OR WASH-OUT VALVE AT LOW POINTS AND END-OF-LINE OF CULINARY WATER MAINS TO ACT AS BLOW-OFF.



GRAPHIC SCALE
0 30 60 120 180

HORIZONTAL
11x17 - 1"=120'
24x36 - 1"=60'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 2"-SCALE ACCORDINGLY)

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
9/15/05
STATE OF UTAH

APPROVED
10/17/05

NOTE: SEE SHEET UP-04 FOR TYPICAL R.O.W. CROSS SECTIONS

NO.	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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THE VILLAGE AT RIVERWALK

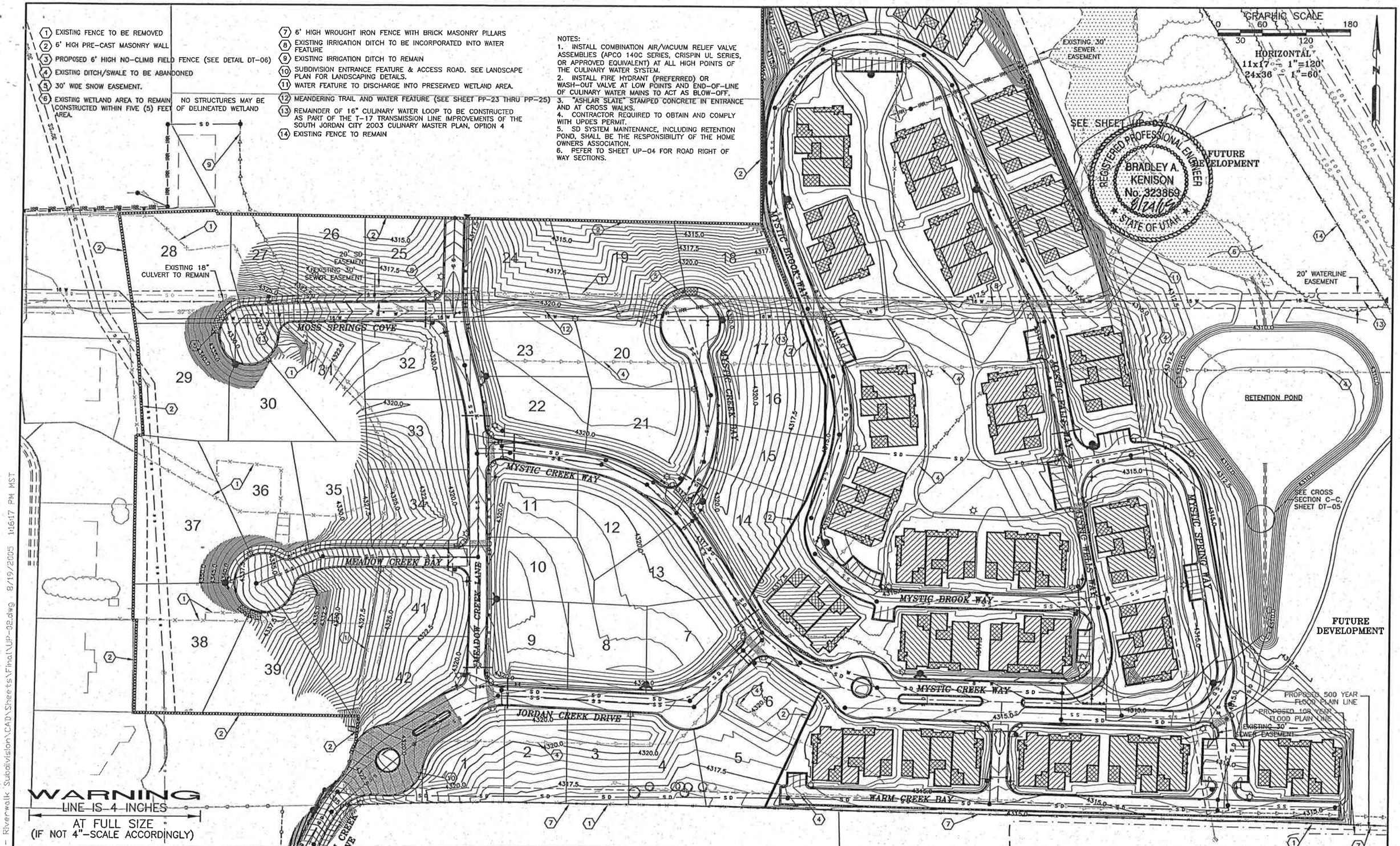
UTILITY PLAN

PROJECT NO.: 04122
SHEET NO. UP-01
FILE NAME: UP-01
SCALE: AS SHOWN

Q:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Final\UP-01.dwg 8/24/2005 10:05:08 AM MST

1. EXISTING FENCE TO BE REMOVED
2. 6' HIGH PRE-CAST MASONRY WALL
3. PROPOSED 6' HIGH NO-CLIMB FIELD FENCE (SEE DETAIL DT-06)
4. EXISTING DITCH/SWALE TO BE ABANDONED
5. 30' WIDE SNOW EASEMENT.
6. EXISTING WETLAND AREA TO REMAIN. NO STRUCTURES MAY BE CONSTRUCTED WITHIN FIVE (5) FEET OF DELINEATED WETLAND AREA.
7. 6' HIGH WROUGHT IRON FENCE WITH BRICK MASONRY PILLARS
8. EXISTING IRRIGATION DITCH TO BE INCORPORATED INTO WATER FEATURE
9. EXISTING IRRIGATION DITCH TO REMAIN
10. SUBDIVISION ENTRANCE FEATURE & ACCESS ROAD. SEE LANDSCAPE PLAN FOR LANDSCAPING DETAILS.
11. WATER FEATURE TO DISCHARGE INTO PRESERVED WETLAND AREA.
12. MEANDERING TRAIL AND WATER FEATURE (SEE SHEET PP-23 THRU PP-25)
13. REMAINDER OF 16" CULINARY WATER LOOP TO BE CONSTRUCTED AS PART OF THE T-17 TRANSMISSION LINE IMPROVEMENTS OF THE SOUTH JORDAN CITY 2003 CULINARY MASTER PLAN, OPTION 4
14. EXISTING FENCE TO REMAIN

NOTES:
1. INSTALL COMBINATION AIR/VACUUM RELIEF VALVE ASSEMBLIES (APCO 140C SERIES, CRISPIN UL SERIES, OR APPROVED EQUIVALENT) AT ALL HIGH POINTS OF THE CULINARY WATER SYSTEM.
2. INSTALL FIRE HYDRANT (PREFERRED) OR WASH-OUT VALVE AT LOW POINTS AND END-OF-LINE OF CULINARY WATER MAINS TO ACT AS BLOW-OFF.
3. "ASHLAR SLATE" STAMPED CONCRETE IN ENTRANCE AND AT CROSS WALKS.
4. CONTRACTOR REQUIRED TO OBTAIN AND COMPLY WITH UPDES PERMIT.
5. SD SYSTEM MAINTENANCE, INCLUDING RETENTION POND, SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
6. REFER TO SHEET UP-04 FOR ROAD RIGHT OF WAY SECTIONS.



WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

NO.	REVISIONS	BY	DATE

DRAWN TT	7/8/05 DATE	
CHECKED RWA PROJECT ENGINEER	7/8/05 DATE	
APPROVED BAK PROJECT MANAGER	7/8/05 DATE	

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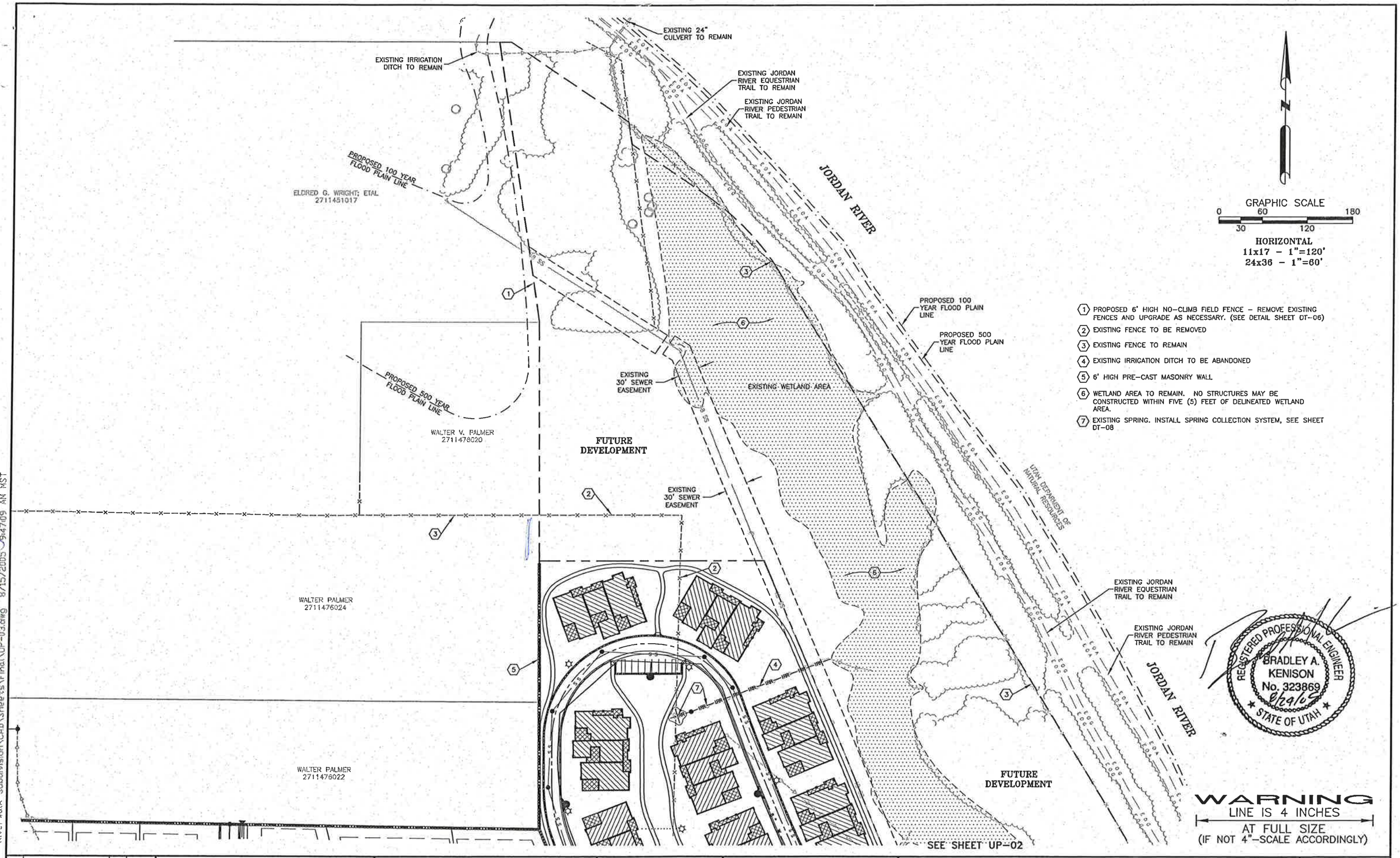
THE VILLAGE AT RIVERWALK

UTILITY PLAN

PROJECT NO.: 04122
SHEET NO. UP-02
FILE NAME: UP-02
SCALE: AS SHOWN

G:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Final\UP-02.dwg 8/19/2005 11:17 PM MST



1. PROPOSED 6' HIGH NO-CLIMB FIELD FENCE - REMOVE EXISTING FENCES AND UPGRADE AS NECESSARY. (SEE DETAIL SHEET DT-06)
2. EXISTING FENCE TO BE REMOVED
3. EXISTING FENCE TO REMAIN
4. EXISTING IRRIGATION DITCH TO BE ABANDONED
5. 6' HIGH PRE-CAST MASONRY WALL
6. WETLAND AREA TO REMAIN. NO STRUCTURES MAY BE CONSTRUCTED WITHIN FIVE (5) FEET OF DELINEATED WETLAND AREA.
7. EXISTING SPRING. INSTALL SPRING COLLECTION SYSTEM, SEE SHEET DT-08

Broadens for future use

G:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Final\UP-03.dwg 8/15/2005 9:47:09 AM MST

NO	REVISIONS	BY	DATE

DRAWN TT 7/8/05 DATE
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PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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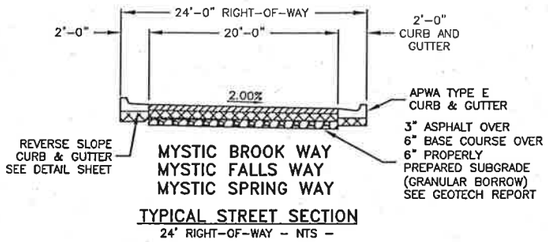
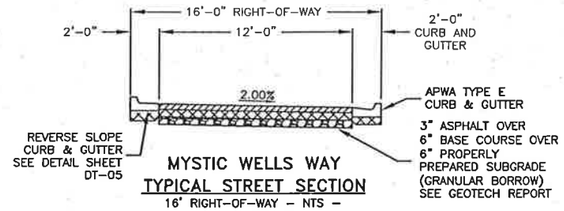
THE VILLAGE AT RIVERWALK

UTILITY PLAN

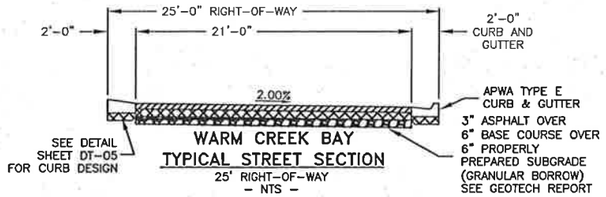
PROJECT NO.: 04122
SHEET NO. UP-03
FILE NAME: UP-03
SCALE: AS SHOWN



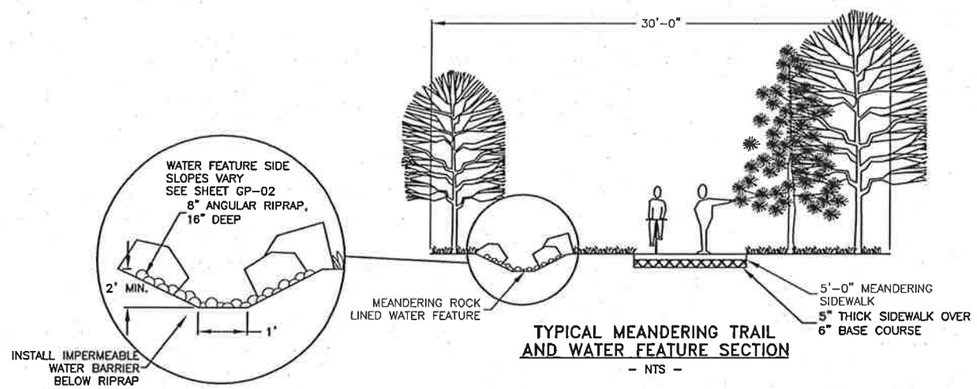
TYPICAL STREET SECTION
24' RIGHT-OF-WAY - NTS -



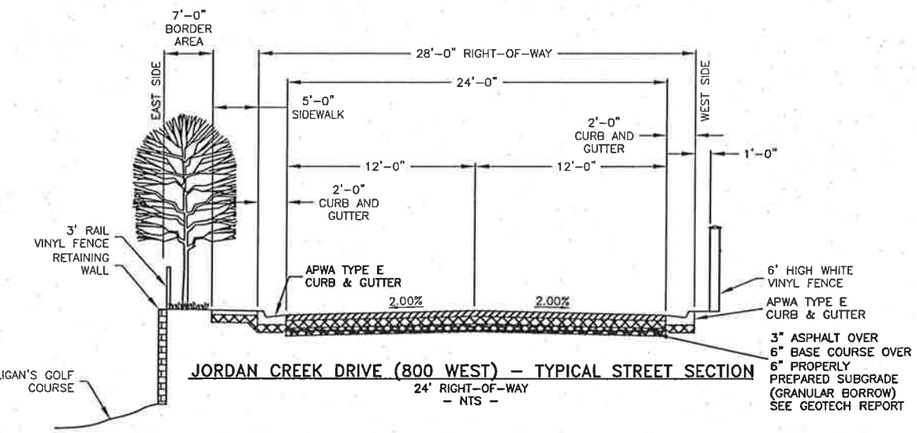
TYPICAL STREET SECTION
16' RIGHT-OF-WAY - NTS -



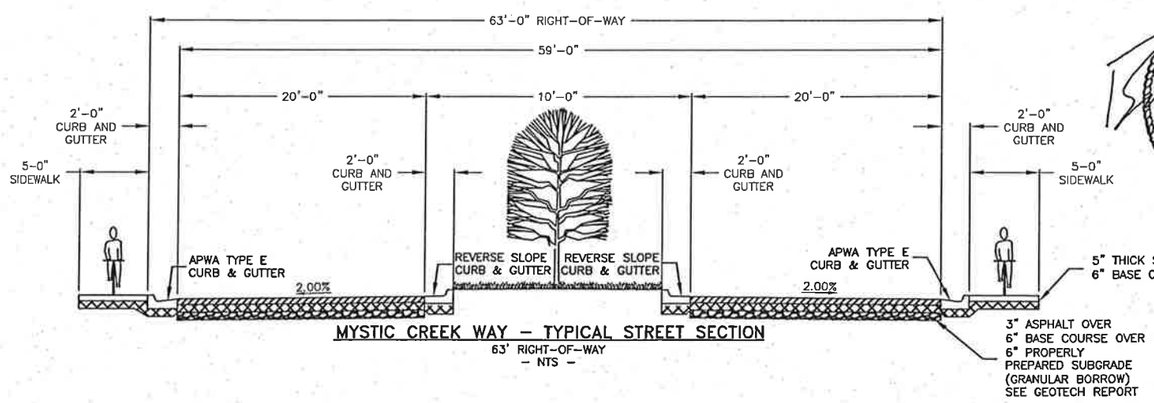
TYPICAL STREET SECTION
25' RIGHT-OF-WAY
- NTS -



TYPICAL MEANDERING TRAIL
AND WATER FEATURE SECTION
- NTS -

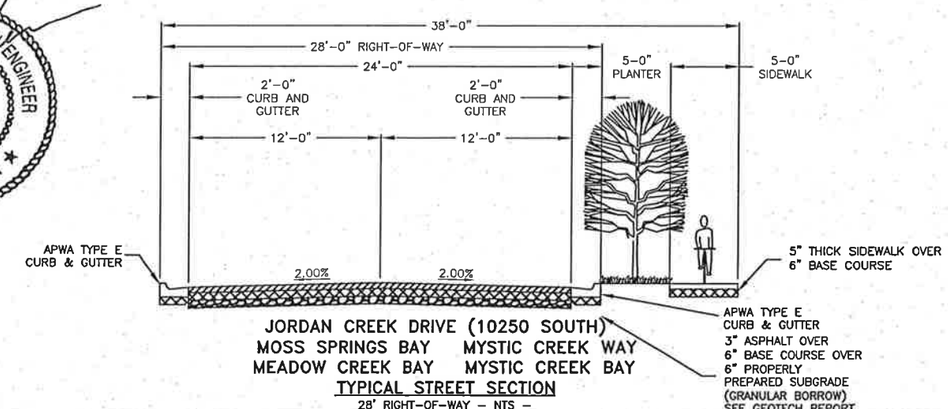


JORDAN CREEK DRIVE (800 WEST) - TYPICAL STREET SECTION
24' RIGHT-OF-WAY
- NTS -



MYSTIC CREEK WAY - TYPICAL STREET SECTION
63' RIGHT-OF-WAY
- NTS -

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
9/15/05
STATE OF UTAH



TYPICAL STREET SECTION
28' RIGHT-OF-WAY - NTS -

NO.	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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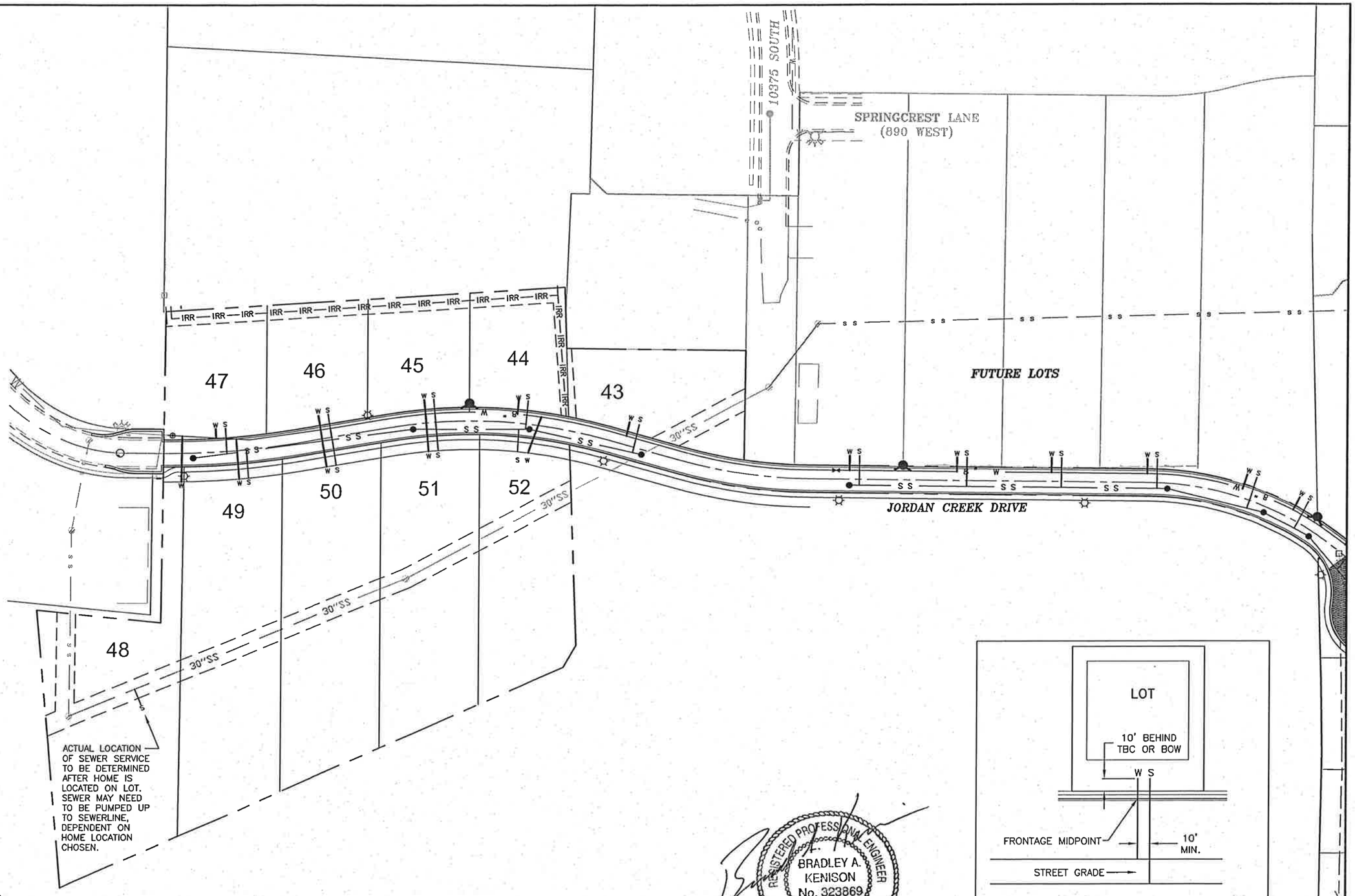
THE VILLAGE AT RIVERWALK

UTILITY PLAN

PROJECT NO.: 04122
SHEET NO. UP-04
FILE NAME: UP-04
SCALE: AS SHOWN

Q:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Final\UP-04.dwg 9/13/2005 4:12:23 PM MST



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BLUE STAKES 1 800 662 4111

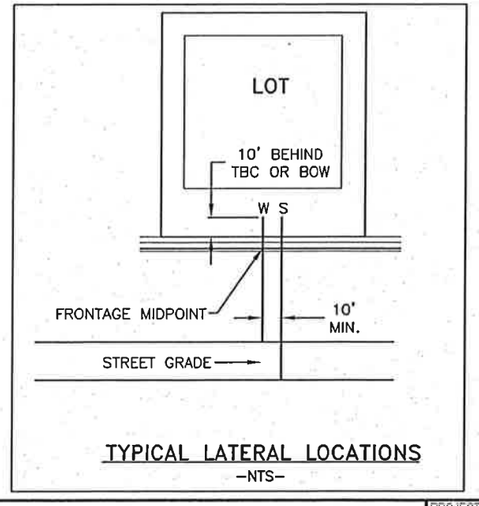
BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

GRAPHIC SCALE
0 50 150
25 100

HORIZONTAL
11x17 - 1"=100'
24x36 - 1"=50'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 2"-SCALE ACCORDINGLY)

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
9/15/05
STATE OF UTAH



TYPICAL LATERAL LOCATIONS
-NTS-

NO	REVISIONS	BY	DATE

DRAWN TT 7/8/05 DATE
CHECKED RWA 7/8/05 PROJECT ENGINEER DATE
APPROVED BAK 7/8/05 PROJECT MANAGER DATE

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THE VILLAGE AT RIVERWALK

SEWER & WATER LATERAL LOCATION PLAN

PROJECT NO.: 04122
SHEET NO. L-01
FILE NAME: LAT-01
SCALE: AS SHOWN

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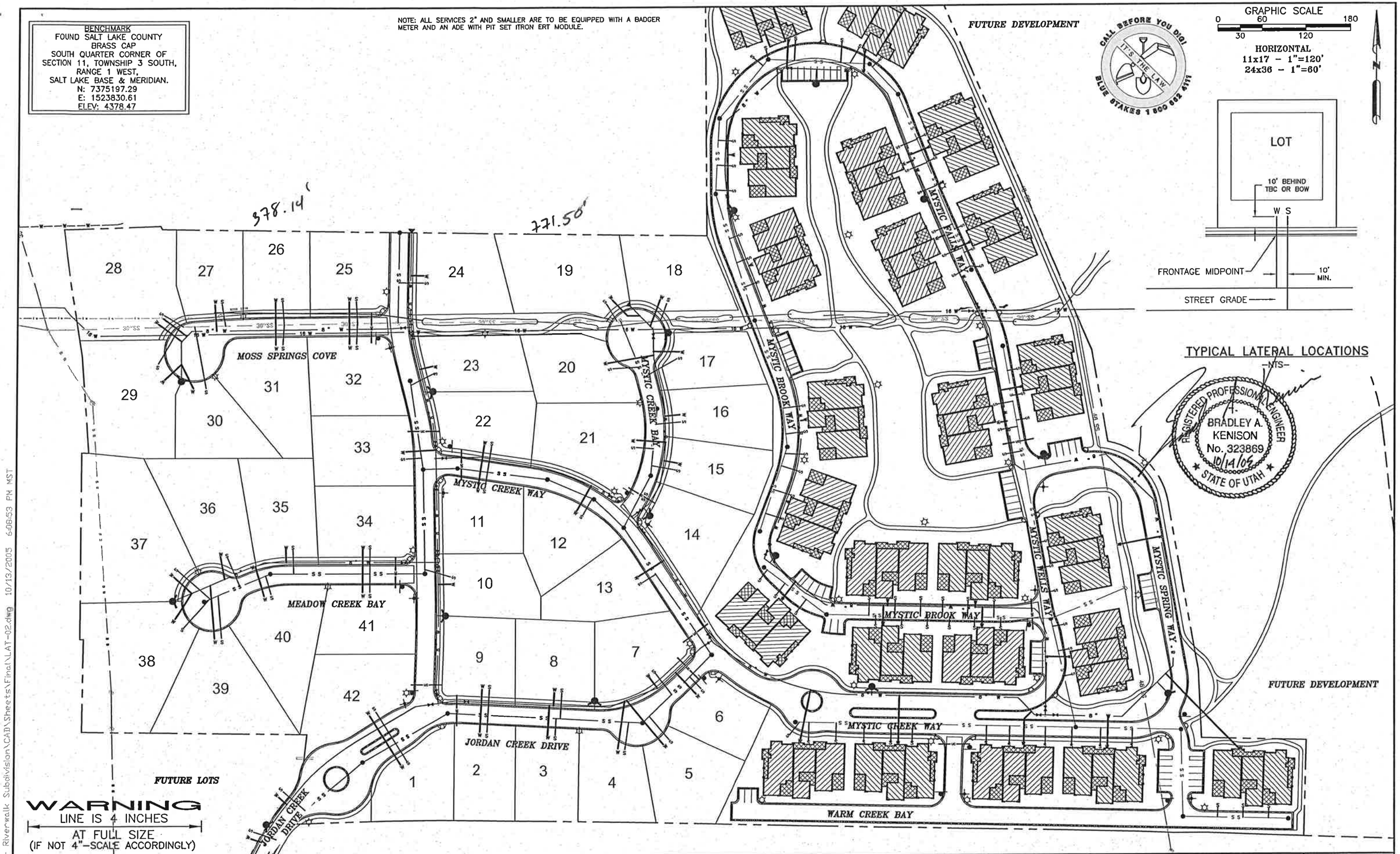
BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

NOTE: ALL SERVICES 2" AND SMALLER ARE TO BE EQUIPPED WITH A BADGER METER AND AN ADE WITH PIT SET ITRON ERT MODULE.

GRAPHIC SCALE
0 60 180
30 120
HORIZONTAL
11x17 - 1"=120'
24x36 - 1"=60'



WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

NO	REVISIONS	BY	DATE

DRAWN TT 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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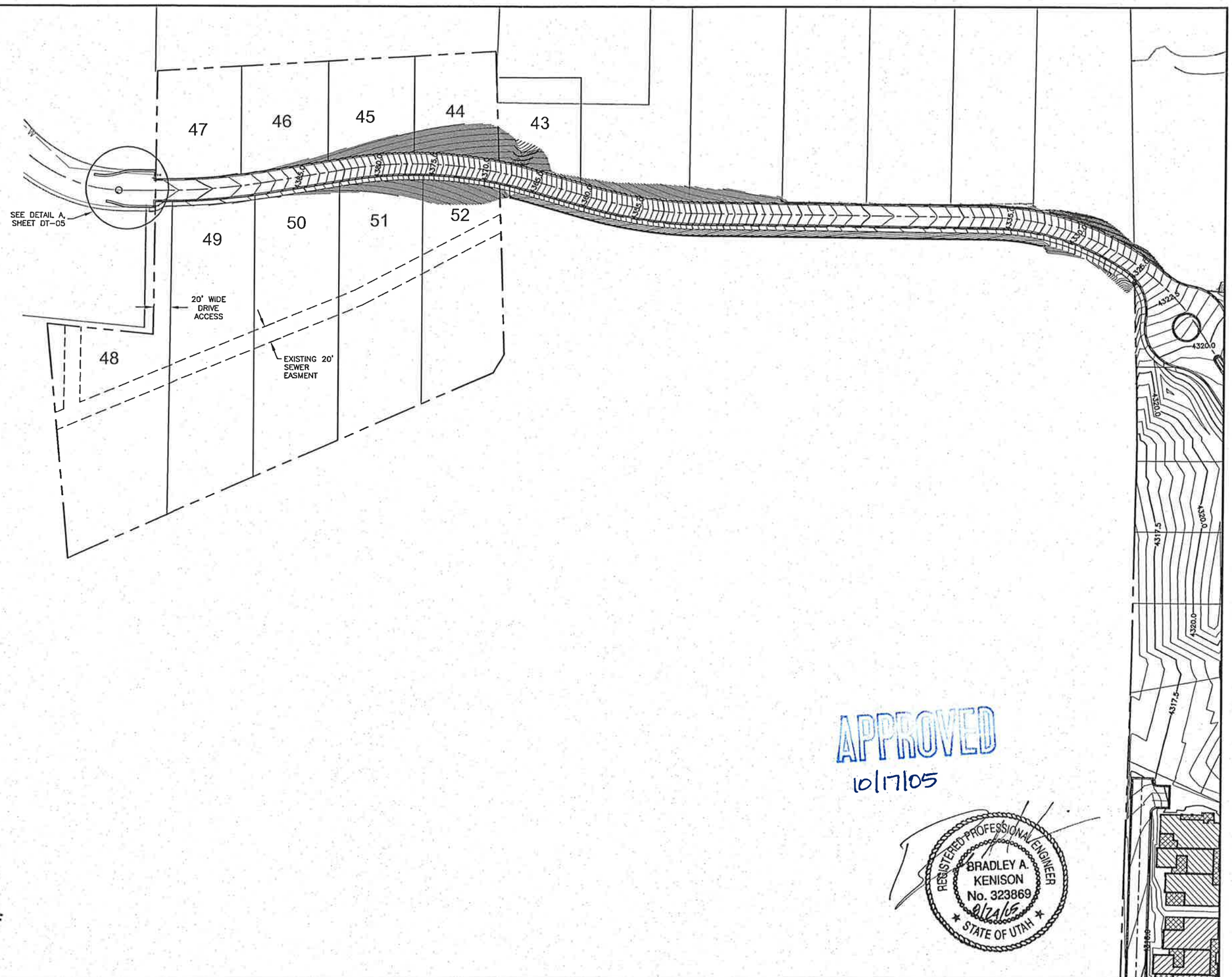
THE VILLAGE AT RIVERWALK

SEWER & WATER LATERAL LOCATION PLAN

PROJECT NO.: 04122
SHEET NO. L-02
FILE NAME: LAT-02
SCALE: AS SHOWN

G:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Final\LAT-02.dwg 10/13/2005 6:08:53 PM MST

NOTES:
1. ALL WORK TO BE IN ACCORDANCE WITH SOUTH JORDAN CITY STANDARDS & SPECIFICATIONS.
2. GRADING PLAN CONFORMS TO THE APPROVED DRAINAGE STUDY.



BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

GRAPHIC SCALE
0 60 180
30 120

HORIZONTAL
11x17 - 1"=120'
24x36 - 1"=60'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 2"-SCALE ACCORDINGLY)

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APPROVED
10/17/05

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
8/24/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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THE VILLAGE AT RIVERWALK
GRADING PLAN

PROJECT NO.: 04122
SHEET NO. GP-01
FILE NAME: GP-01
SCALE: AS SHOWN

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NOTES:
1. ALL WORK TO BE IN ACCORDANCE WITH SOUTH JORDAN CITY STANDARDS & SPECIFICATIONS.
2. GRADING PLAN CONFORMS TO THE APPROVED DRAINAGE STUDY.

BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

GRAPHIC SCALE
0 60 180
30 120
HORIZONTAL
11x17 - 1"=120'
24x36 - 1"=60'

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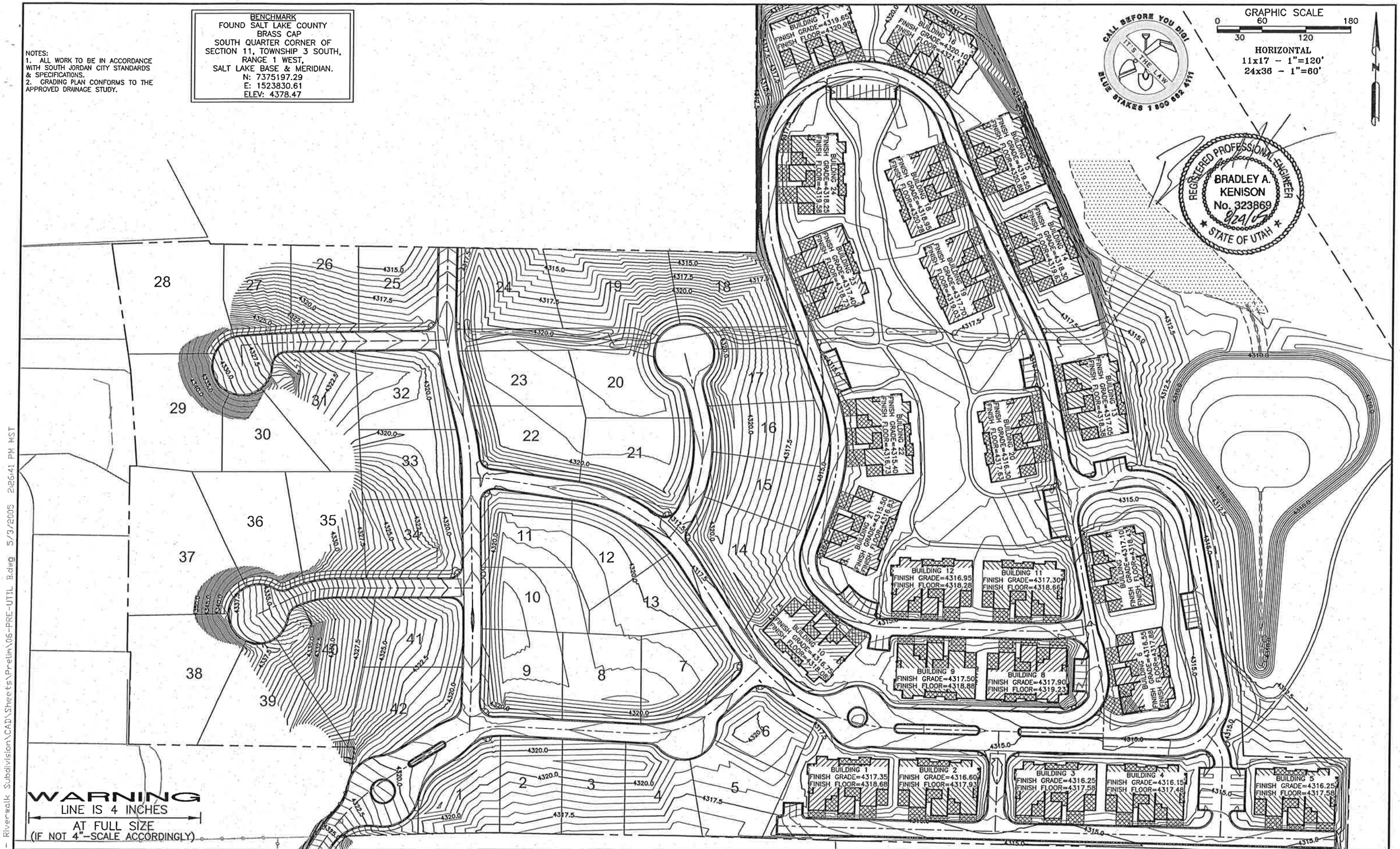
REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
9/24/05
STATE OF UTAH



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NO.	REVISIONS	BY	DATE

DRAWN GSB	DATE 7/8/05	
CHECKED RWA (PROJECT ENGINEER)	DATE 7/8/05	
APPROVED BAK (PROJECT MANAGER)	DATE 7/8/05	

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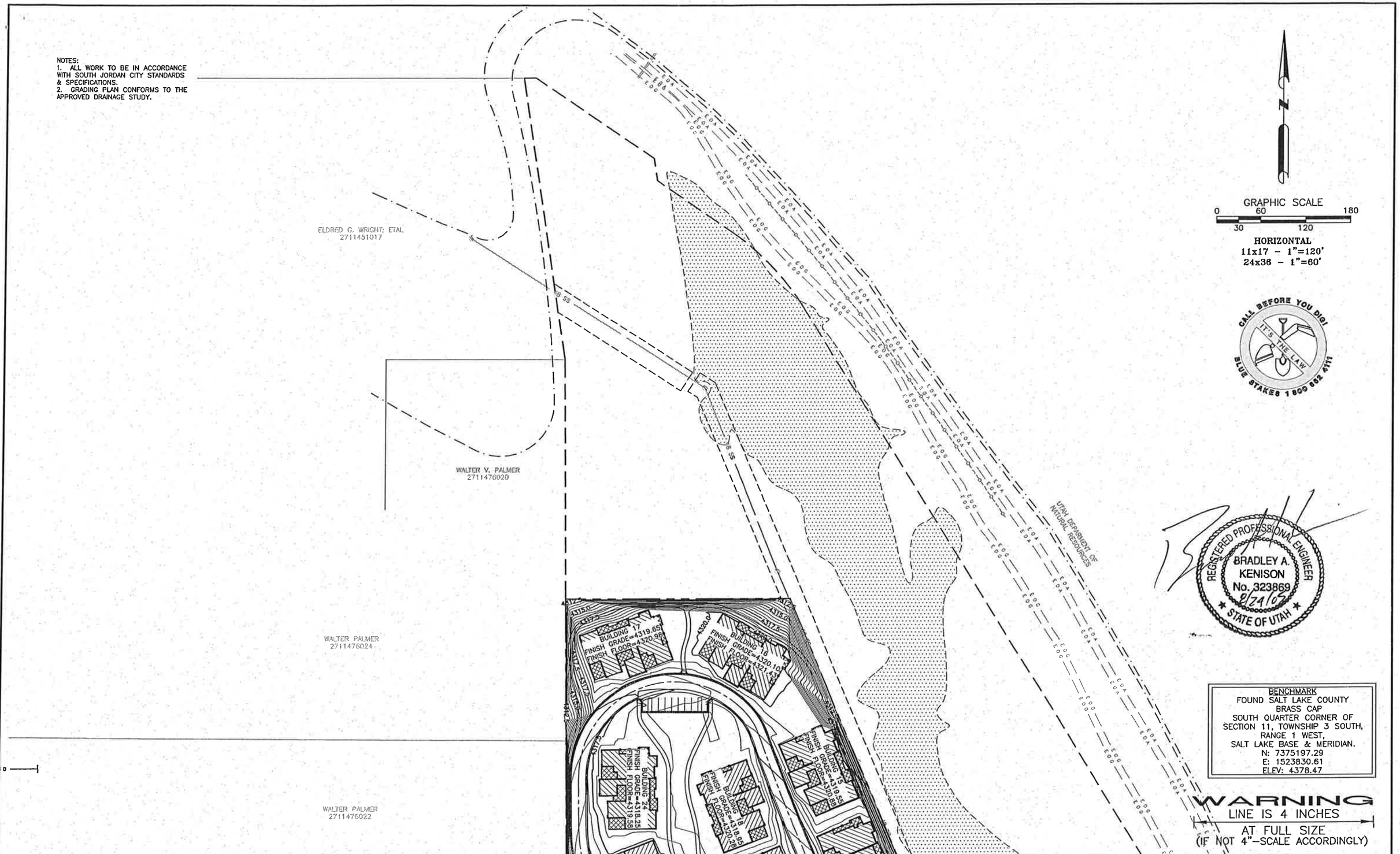
THE VILLAGE AT RIVERWALK

GRADING PLAN

PROJECT NO.: 04122
SHEET NO. GP-02
FILE NAME: GP-02
SCALE: AS SHOWN

NOTES:
1. ALL WORK TO BE IN ACCORDANCE WITH SOUTH JORDAN CITY STANDARDS & SPECIFICATIONS.
2. GRADING PLAN CONFORMS TO THE APPROVED DRAINAGE STUDY.



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NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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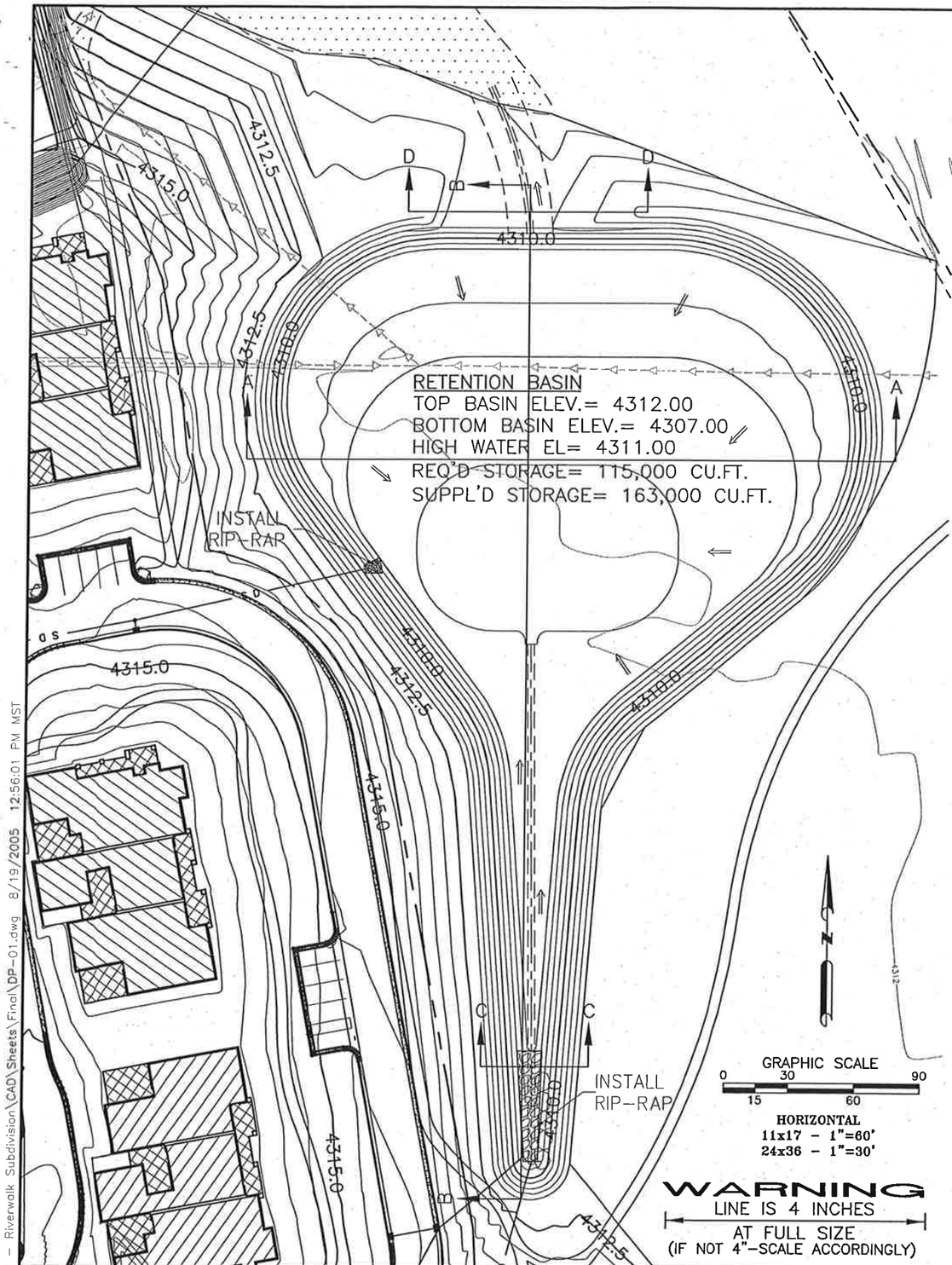
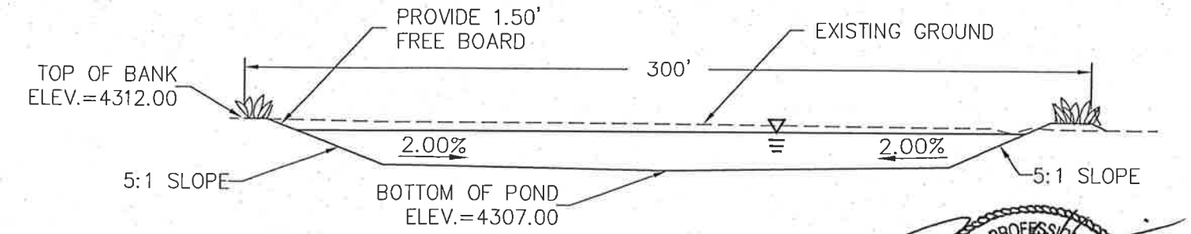
THE VILLAGE AT RIVERWALK

GRADING PLAN

PROJECT NO.: 04122
SHEET NO. GP-03
FILE NAME: GP-03
SCALE: AS SHOWN

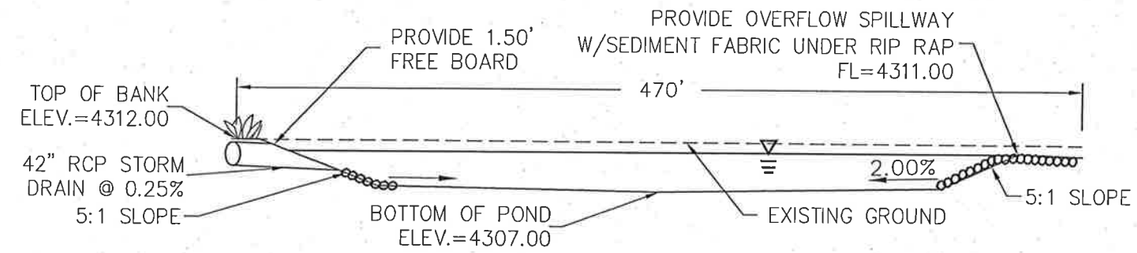




CROSS SECTION A–A

NOT TO SCALE

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
9/21/05
STATE OF UTAH



CROSS SECTION B–B

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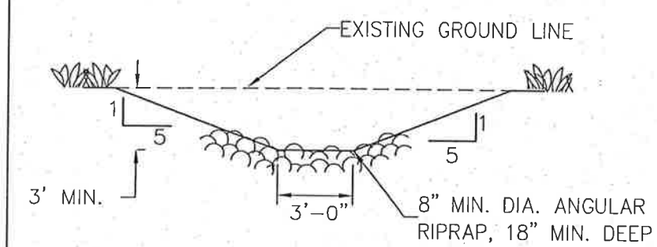
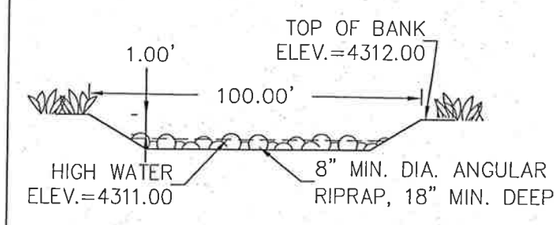
BLUE STAKES 1 800 662 4111



CROSS SECTION C–C

NOT TO SCALE



SPILLWAY
CROSS SECTION D–D

NOT TO SCALE

NO.	REVISIONS	BY	DATE

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THE VILLAGE AT RIVERWALK

RETENTION POND DETAIL

PROJECT NO.: 04122
SHEET NO. GP-04
FILE NAME: DP-01
SCALE: AS SHOWN

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STORM WATER POLLUTION PREVENTION PLAN AND EROSION CONTROL PLAN NOTES:

CONTROLLING SEDIMENT TRANSPORT AND PREVENTING AND/OR CORRECTING PROBLEMS ASSOCIATED WITH EROSION AND RUNOFF PROCESSES WHICH COULD OCCUR BOTH DURING AND AFTER PROJECT CONSTRUCTION WILL BE CLOSELY MONITORED. PERIODIC MAINTENANCE AND INSPECTION OF SEDIMENT CONTROL DEVICES WILL BE SCHEDULED. PARTICULAR ATTENTION SHALL BE GIVEN TO EXISTING DRAINAGE PATTERNS WHICH RUN THROUGH DISTURBED AREAS AND OVER EXTREME SLOPES. THESE PATTERNS WILL BE IDENTIFIED TO ISOLATE PROBLEM AREAS WHERE WATER WILL CONCENTRATE. PROVISIONS SHALL BE MADE TO CHANNEL RUNOFF AWAY FROM NEW OR EXISTING IMPROVEMENTS TO PREVENT UNDERMINING AND GENERAL SITE EROSION. THESE PROVISIONS SHALL BE STABILIZED AND SHALL REMAIN IN PLACE UNTIL THE PERMANENT STORM DRAINAGE FACILITIES ARE INSTALLED AND FUNCTIONAL.

EROSION CONTROL – AN SWP3 HAS BEEN PREPARED IN ACCORDANCE WITH THE UTAH DISCHARGE ELIMINATION SYSTEM (UPDES) PERMIT FOR CONSTRUCTION, OUTLINING HOW EROSION AND SILTATION WILL BE CONTROLLED. A COPY OF THE PLAN MUST BE ON SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING THE PLAN AND INSTALLING AND MAINTAINING THE EROSION CONTROL FACILITIES. SHOULD SILT LEAVE THE SITE OR EROSION OCCUR, IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE CORRECTIVE ACTION AND REPAIR ANY DAMAGE CAUSED BY THE SILT OR EROSION IMMEDIATELY.

BEFORE CONSTRUCTION BEGINS, THE LIMITS OF DISTURBANCE BOUNDARY SHALL BE FLAGGED ON SITE AND APPROVED BY THE PROJECT ENGINEER. UNDER NO CIRCUMSTANCES SHALL SITE DISTURBANCE OCCUR OUTSIDE THE DESIGNATED AREAS AT ANY TIME DURING CONSTRUCTION.

EXCAVATION AND EMBANKMENT OPERATIONS SHALL PROCEED IN SUCH A MANNER SO THAT FINISHING OF SLOPES, INCLUDING REVEGETATION, SHALL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER ROUGH GRADING. ALL SLOPES 2:1 OR FLATTER SHALL BE SCARIFIED WITH HEAVY EQUIPMENT, LEAVING TRACKS PERPENDICULAR TO THE SLOPE.

CUT SLOPES SHALL BE 1:1 MAXIMUM AND FILL SLOPES 2:1 MAXIMUM UNLESS ROCK IS ENCOUNTERED. CUT SLOPES IN ROCK MAY BE STEEPENED, DEPENDING UPON GEOTECHNICAL CONSIDERATIONS. THE TOPS OF ALL CUT SLOPES IN SOIL SHALL BE ROUNDED FOR A HORIZONTAL DISTANCE OF THREE FEET BEYOND THE CATCH POINT. SLOPE ROUNDING SHALL OCCUR AS THE SLOPE IS BEING BROUGHT DOWN. THE OVERALL SHAPE, HEIGHT AND GRADE OF ANY CUT AND/OR FILL SLOPE SHALL BE DEVELOPED IN CONCERT WITH THE EXISTING NATURAL CONTOURS, SCALE AND VEGETATION OF NATURAL TERRAIN.

STABILIZATION PRACTICES MAY INCLUDE, BUT NOT BE LIMITED TO, TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, GEOTEXTILES, SOD STABILIZATION, VEGETATIVE BUFFER STRIPS, PROTECTION OF TREES, PRESERVATION OF NATURAL VEGETATION, AND OTHER APPROPRIATE MEASURES. USE OF IMPERVIOUS SURFACES FOR STABILIZATION SHALL BE AVOIDED. EXCEPT AS PROVIDED BELOW, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE IN DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 15 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS PERMANENTLY CEASED.

(A) WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 15TH DAY AFTER CONSTRUCTION ACTIVITY PERMANENTLY CEASES IS PRECLUDED BY DEEP SNOW OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES SHALL BE INIATED AS SOON AS PRACTICABLE.

(B) WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING WILL RESUME WITHIN 15 WORKING DAYS, TEMPORARY STABILIZATION MEASURES NEED NOT BE INITIATED ON THAT PORTION OF THE SITE.

SPECIFICALLY OUTLINED DISTURBED AREAS, BOTH ON AND OFF-SITE SHALL BE REVEGETATED. THESE AREAS SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL UNSURFACED AREAS WITHIN THE FLAGGED LIMITS OF DISTURBANCE, STAGING AND STORAGE AREAS, MATERIAL WASTE AREAS, UNDERGROUND UTILITY CONSTRUCTION AREAS, BENCHED AREAS, INCLUDING RETAINING WALL BENCHES, AND TEMPORARY OR EXISTING ACCESS ROADS USED FOR CONSTRUCTION ACTIVITIES. CUT AND FILL SLOPES OVER 3:1 REQUIRE THE PLACEMENT OF EROSION CONTROL/REVEGETATION MATTING. SLOPES LESS THAN 3:1 MAY BE SPRAYED WITH TACKIFIER. ROCK CUTS STEEPER THAN 1:1 WILL NOT BE REVEGETATED.

SEDIMENT TRAPS MUST OUTLET ONTO STABILIZED (PREFERABLY UNDISTURBED) GROUND, OR LEFT TO PERCOLATE INTO THE GROUND.

CONTROLLED OUTLETS SHALL DIRECT COLLECTED RUNOFF THROUGH SILT FENCES OR STRAW BALES.

TYPICAL FUGITIVE DUST SHALL BE CONTROLLED BY WATERING AND/OR CHEMICAL STABILIZATION, PROVIDING VEGETATIVE OR SYNTHETIC COVER AND WIND BREAKS CONSISTENT WITH UTAH STATE DIVISION OF AIR QUALITY STANDARDS.

REVEGETATION NOTES:

1. RECOMMENDED SEEDING MIXTURES, RATES AND CULTURAL PRACTICES MUST BE DONE ON A SITE SPECIFIC BASIS WHICH ACCOUNTS FOR THE FOLLOWING: SOIL PROPERTIES, CLIMATIC FACTORS, TOPOGRAPHIC POSITION, CULTURAL PLANS, AND FEASIBILITY.
2. VEGETATIVE PLANTING SHALL BE DONE WHERE DEEMED NECESSARY TO HASTEN THE RETURN OF PREEXISTING SITE CHARACTERISTICS AND IN THE FOLLOWING SITUATIONS:
   A. ANY FINISHED SLOPE WHICH WILL REMAIN UNDISTURBED FOR AT LEAST 10 YEARS.
   B. ALL TYPES OF LANDSCAPING.
3. ALL DISTURBED OPEN SPACE AREAS, AND CUT AND FILL AREAS, SHALL RECEIVE AN ACCEPTABLE SEED MIX. APPLICATION PROCEDURE TO MATCH PRE-EXISTING CONDITIONS.
4. SEED MIX SHALL BE APPLIED AT A RATE SO THAT GERMINATION AND SUBSEQUENT COVERAGE REACHES 80 PERCENT IN A REPRESENTATIVE 10' x 10' AREA. IF COVERAGE DOES NOT REACH 80 PERCENT, RESEEDING MUST OCCUR.
5. APPROPRIATE FERTILIZER SHALL BE APPLIED TO ALL SLOPES RECEIVING SEED. APPLICATION RATES OF THE FERTILIZER SHALL BE STRICTLY ADHERED TO.

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

STORM WATER MANAGEMENT PLAN

1. Maintain catch basin and stormwater inlets on a regular basis to remove pollutants, reduce high pollutant concentrations during the first flush of storms, prevent clogging of the downstream conveyance system, and restore the catch basins' sediment trapping capacity. A catch basin is distinguished from a stormwater inlet by having at its base a sediment sump designed to catch and retain sediments below the overflow point. This information sheet focuses on the cleaning of accumulated sediments from catch basins.
2. Proper maintenance and siltation removal is required on both a routine and corrective basis to promote effective stormwater pollutant removal efficiencies for wet/dry detention pond and infiltrative devices.
3. Prevent or reduce the discharge of pollutants to stormwater from buildings and grounds maintenance by washing and cleaning up with as little water as possible, preventing and cleaning up spills immediately, and maintaining the stormwater collection system.
4. Employee training, like equipment maintenance, is a method by which to implement BMPs. Employee training should be used in conjunction with all other BMPs as part of the facility's SWPPP.
5. Prevent or reduce the discharge of pollutants to stormwater from hazardous waste through proper material use, waste disposal, and training of employees and subcontractors.
6. Promote efficient and safe housekeeping practices (storage, use, and cleanup) when handling potentially harmful materials such as fertilizers, pesticides, cleaning solutions, paint products, automotive products, and swimming pool chemicals.
7. Implement measures to detect, correct, and enforce against illegal dumping of pollutants on streets, into the storm drain system, and into creeks. Substances illegally dumped on streets, into the storm drain system, and into creeks includes paints, used oil and other automotive fluids, construction debris, chemicals, fresh concrete, leaves, grass clippings, and pet wastes. All of these wastes can cause storm water and receiving water quality problems as well as clog the storm drain system.

GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING BLUE STAKES 48 HOURS PRIOR TO EXCAVATING.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR FLAGGING, CAUTION SIGNS AND PUBLIC SAFETY ON ALL ADJACENT STREETS, CONSTRUCTION SITE, AND CONSTRUCTION CROSSINGS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR PUBLIC SAFETY AND OSHA/MSHA SAFETY STANDARDS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR CARE OF ALL CONSTRUCTION STAKES.
6. CONTRACTOR SHALL STRIP, STOCKPILE, PROTECT, AND SAVE ALL TOPSOIL.
7. CONTRACTOR SHALL BE RESPONSIBLE TO RESEED ALL DISTURBED AREAS WITH APPROVED SEED MIX.
8. BACKFILL SHALL BE COMPACTED TO 95% MODIFIED PROCTOR – ASTM D1557
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL AND FUGITIVE DUST MEASURES.
9. CONTRACTOR SHALL INSTALL SILT FENCE BELOW ALL DISTURBED AREAS AS OUTLINED ON THIS SHEET.
10. CONTRACTOR SHALL SLOPE ALL EXCAVATIONS TO AN ANGLE OF REPOSE OF MATERIAL BEING EXCAVATED OR USE BRACING OR SHORING. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH OSHA/MSHA REGULATIONS AND GUIDELINES.

(1) INSTALL SILT FENCE (SEE DETAIL THIS SHEET)
(2) INSTALL CATCHBASIN PROTECTION (SEE DETAIL THIS SHEET)
(3) INSTALL STABILIZED CONSTRUCTION ENTRANCE (SEE DETAIL THIS SHEET)

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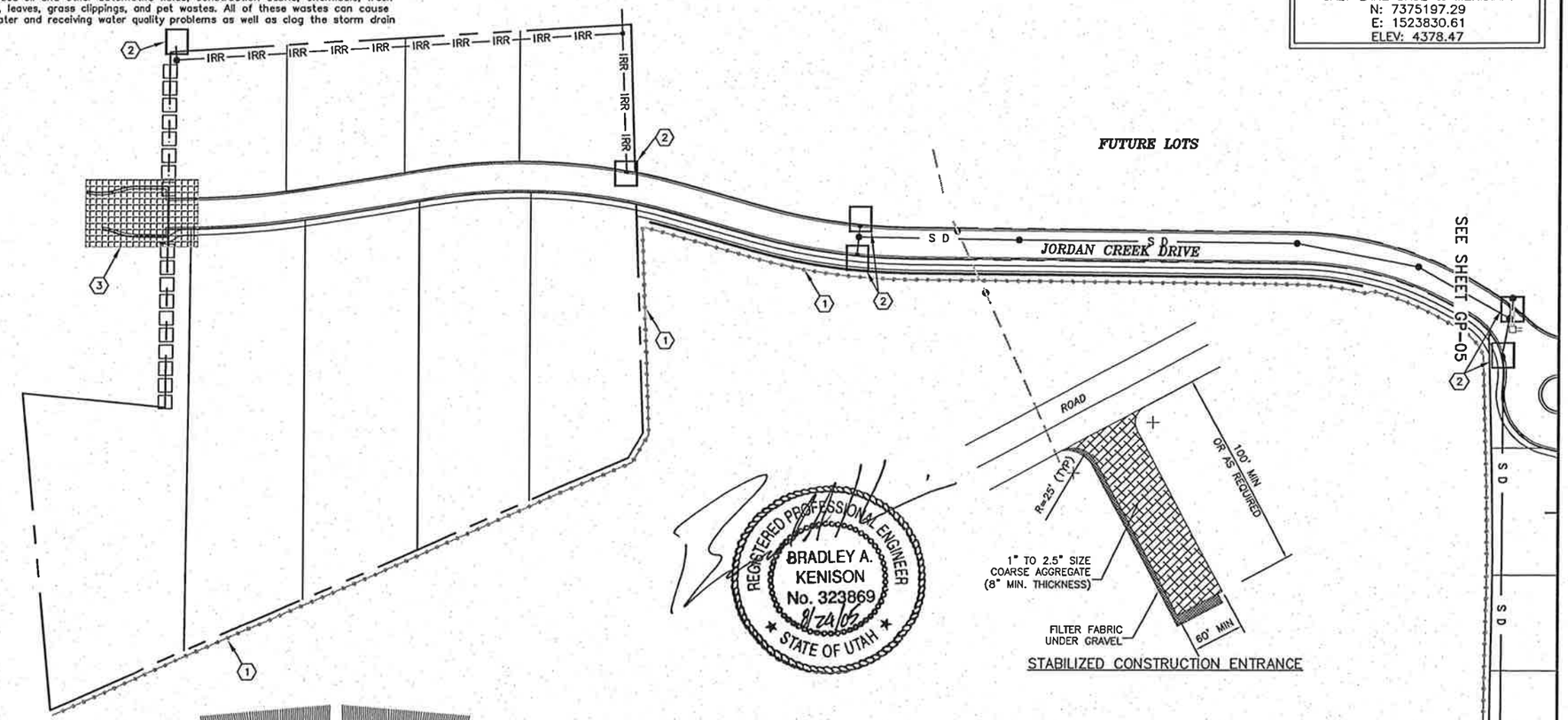
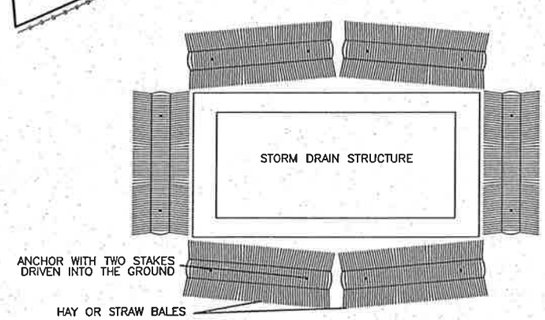
GRAPHIC SCALE
0 30 60 120 180
HORIZONTAL
11x17 – 1"=120'
24x36 – 1"=60'

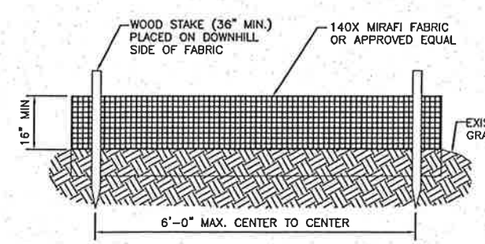
BENCHMARK
FOUND SALT LAKE COUNTY BRASS CAP
SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47



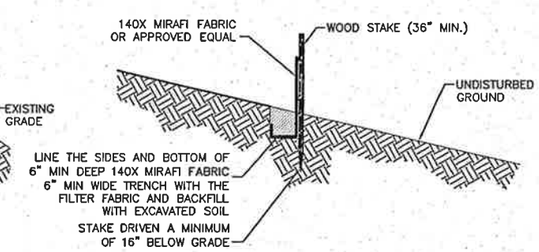
STABILIZED CONSTRUCTION ENTRANCE



STRAW BALE CATCHBASIN PROTECTION



SILT FENCE FRONT VIEW



SILT FENCE SIDE VIEW

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APPROVED BAK 7/8/05 DATE — PROJECT MANAGER

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THE VILLAGE AT RIVERWALK
STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO.: 04122
SHEET NO. GP-05
FILE NAME: GP-05 SCALE: AS SHOWN

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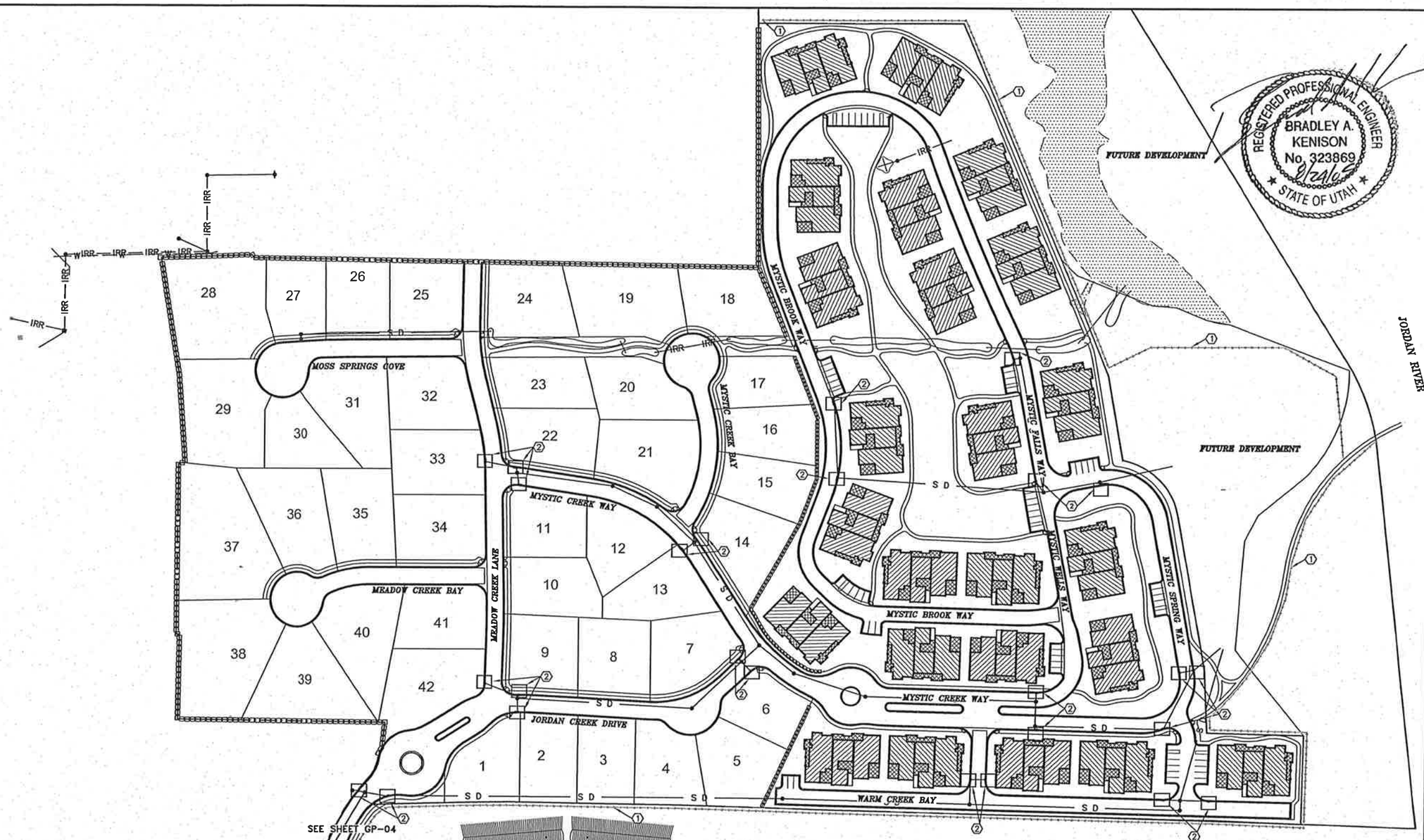

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
8/2/05
STATE OF UTAH

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BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

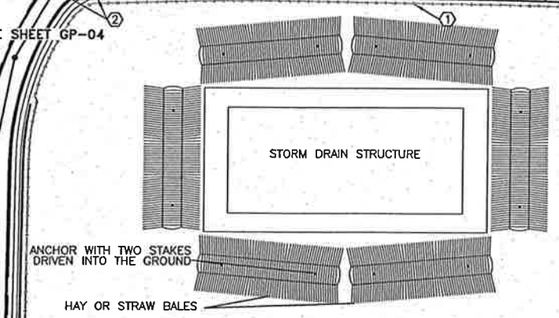
GRAPHIC SCALE
0 80 240
40 160

HORIZONTAL
11x17 – 1"=160'
24x36 – 1"=80'

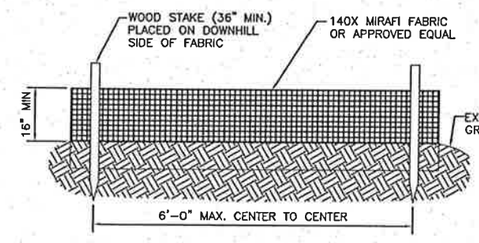
WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"–SCALE ACCORDINGLY)

① INSTALL SILT FENCE (SEE DETAIL THIS SHEET)
② INSTALL CATCHBASIN PROTECTION (SEE DETAIL THIS SHEET)

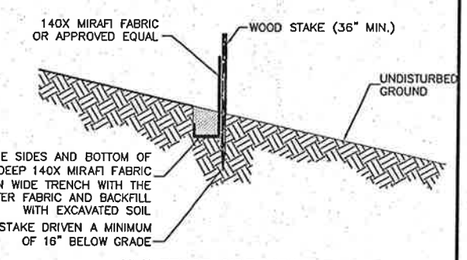
SEE SHEET GP-05 FOR THE FOLLOWING NOTES:
1. STORM WATER POLLUTION PREVENTION PLAN
2. EROSION CONTROL PLAN
3. STORM WATER MANAGEMENT PLAN
4. REVEGETATION NOTES
5. GENERAL NOTES



STRAW BALE CATCHBASIN PROTECTION



SILT FENCE FRONT VIEW



SILT FENCE SIDE VIEW

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THE VILLAGE AT RIVERWALK

STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO.: 04122
SHEET NO. GP-06
FILE NAME: GP-06 SCALE: AS SHOWN

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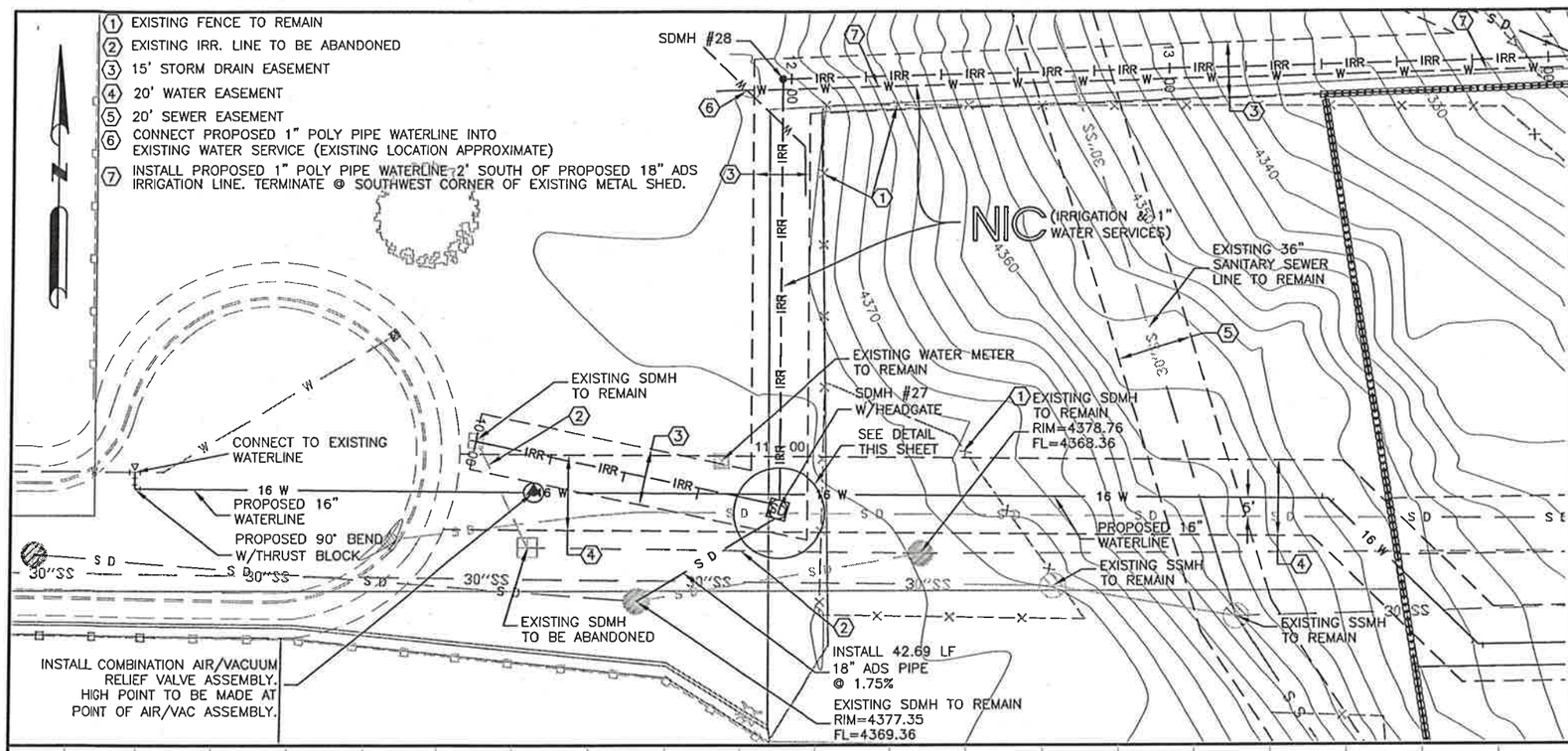
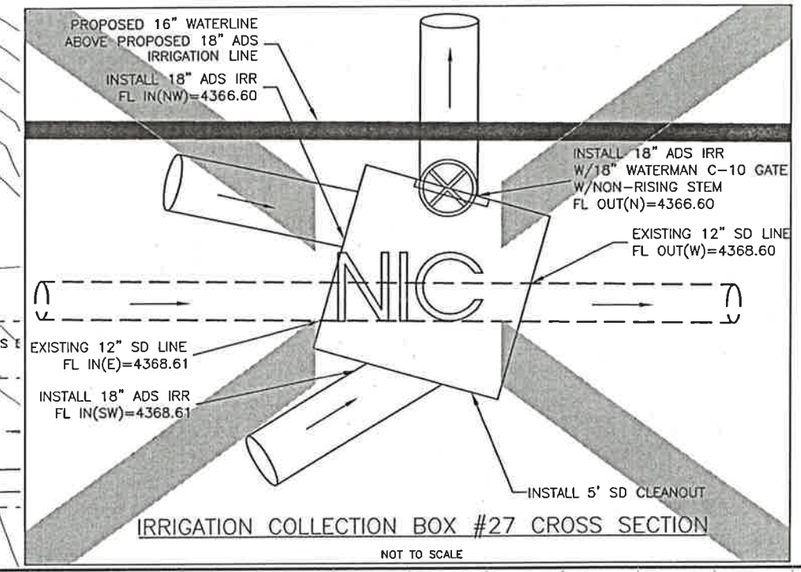
1. EXISTING FENCE TO REMAIN
2. EXISTING IRR. LINE TO BE ABANDONED
3. 15' STORM DRAIN EASEMENT
4. 20' WATER EASEMENT
5. 20' SEWER EASEMENT
6. CONNECT PROPOSED 1" POLY PIPE WATERLINE INTO EXISTING WATER SERVICE (EXISTING LOCATION APPROXIMATE)
7. INSTALL PROPOSED 1" POLY PIPE WATERLINE 2' SOUTH OF PROPOSED 18" ADS IRRIGATION LINE. TERMINATE @ SOUTHWEST CORNER OF EXISTING METAL SHED.



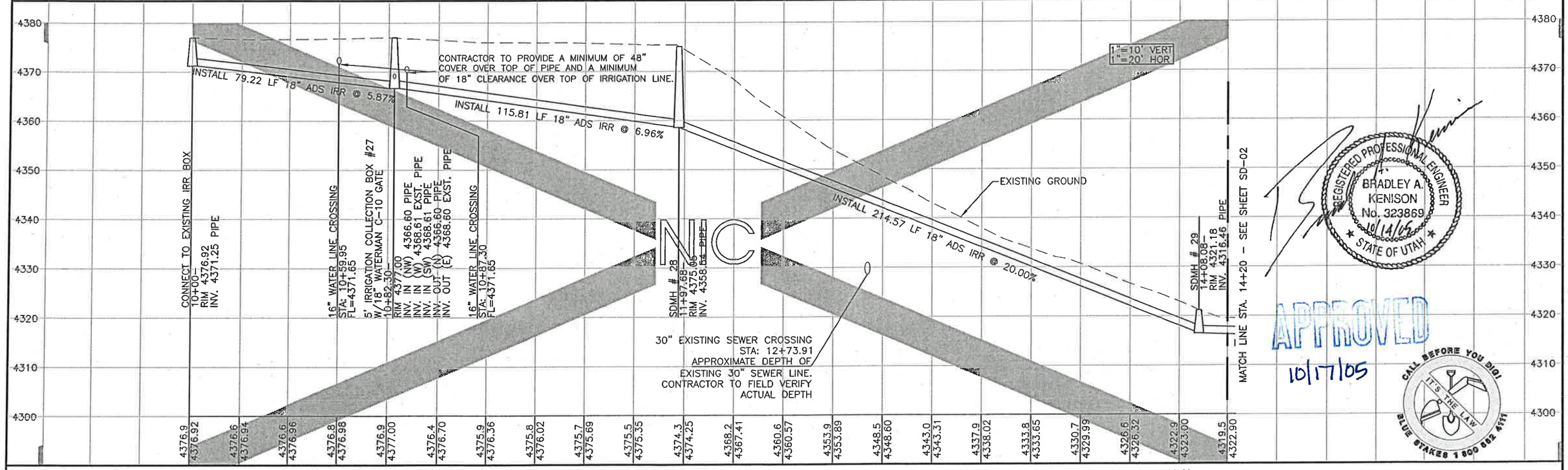
GRAPHIC SCALE
0 10' 20' 40' 60'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)



IRRIGATION COLLECTION BOX #27 CROSS SECTION

NOT TO SCALE



REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

APPROVED
10/17/05

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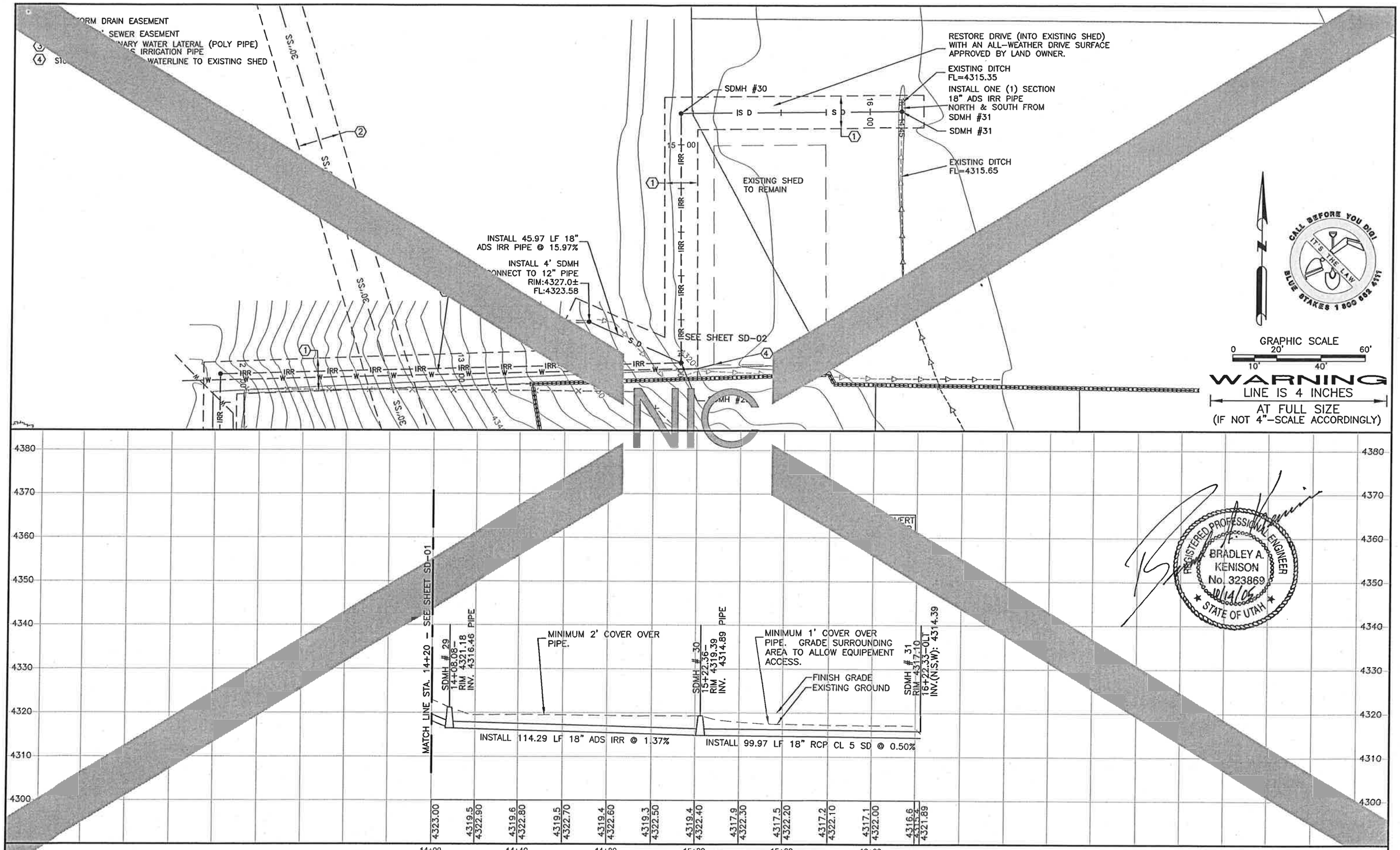
THE VILLAGE AT RIVERWALK

OFFSITE STORM DRAIN PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. SD-01
FILE NAME: SD-01
SCALE: AS SHOWN



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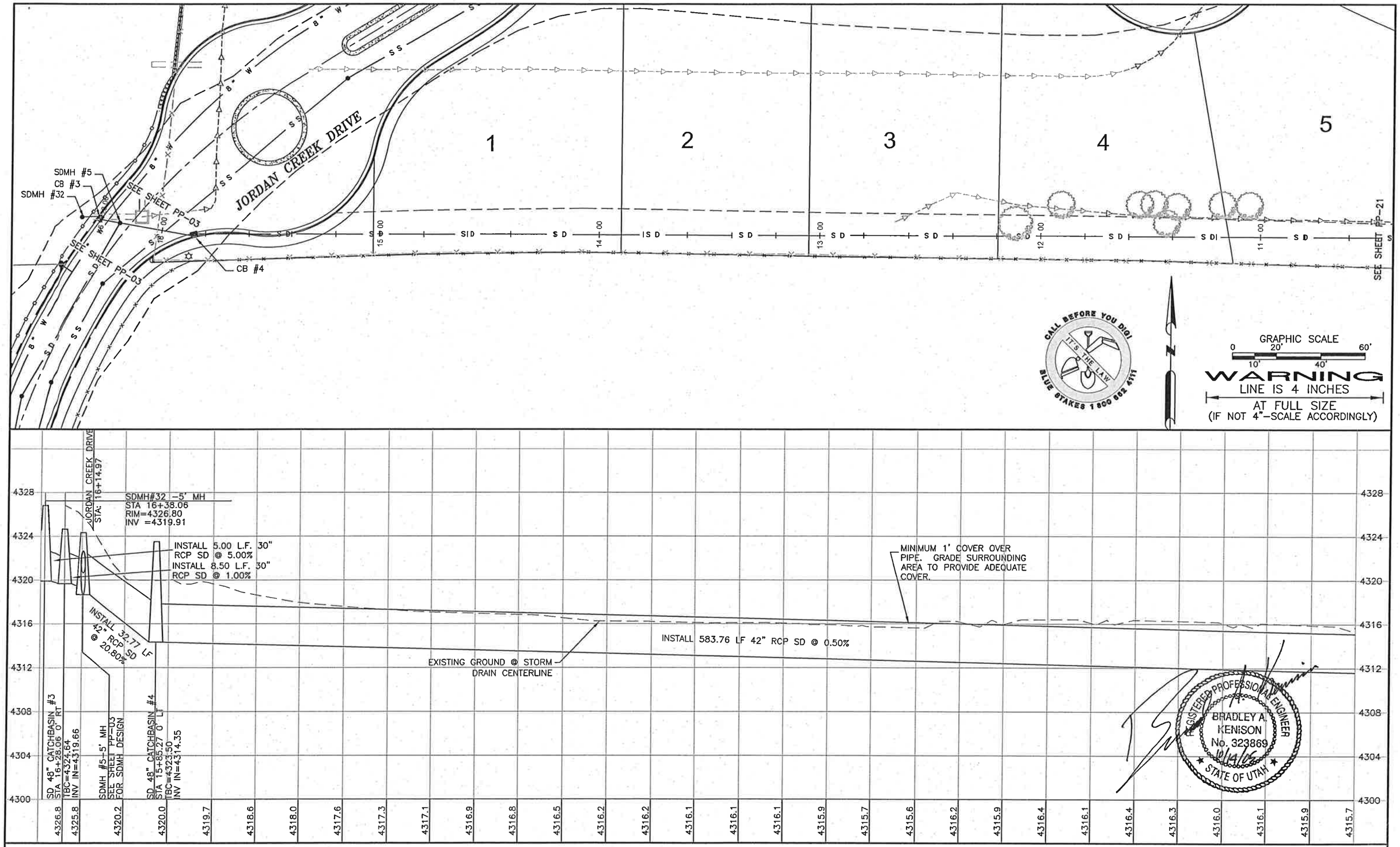
Lehi, UT 84043
PHONE (801)768-7200, FAX (801)768-7201

THE VILLAGE AT RIVERWALK

OFFSITE STORM DRAIN PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. SD-02
FILE NAME: SD-02
SCALE: AS SHOWN



NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE

CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER

APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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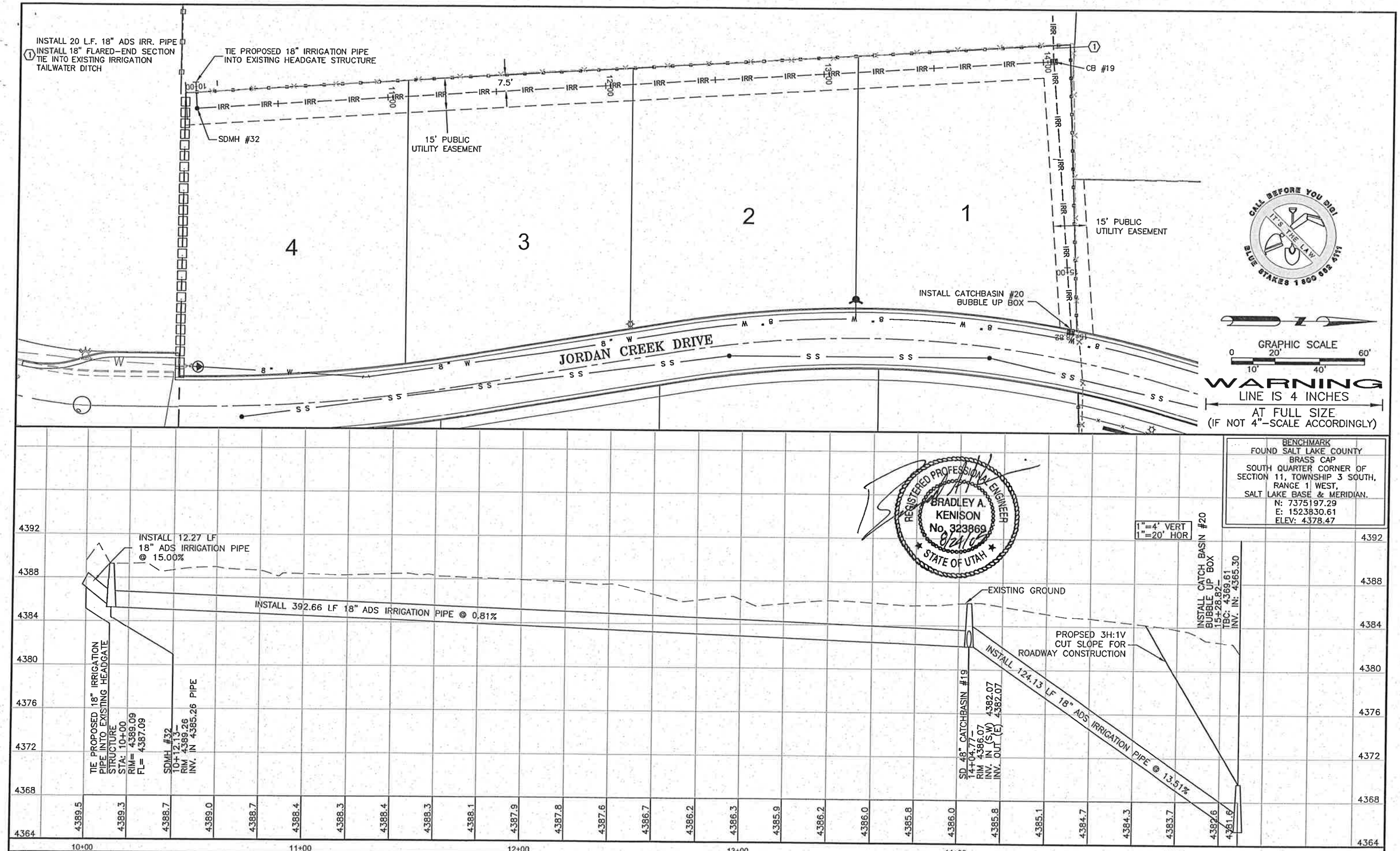
THE VILLAGE AT RIVERWALK

SOUTH STORM DRAIN SHEET

PROJECT NO.: 04122
SHEET NO. SD-03
FILE NAME: SD-03
SCALE: AS SHOWN



NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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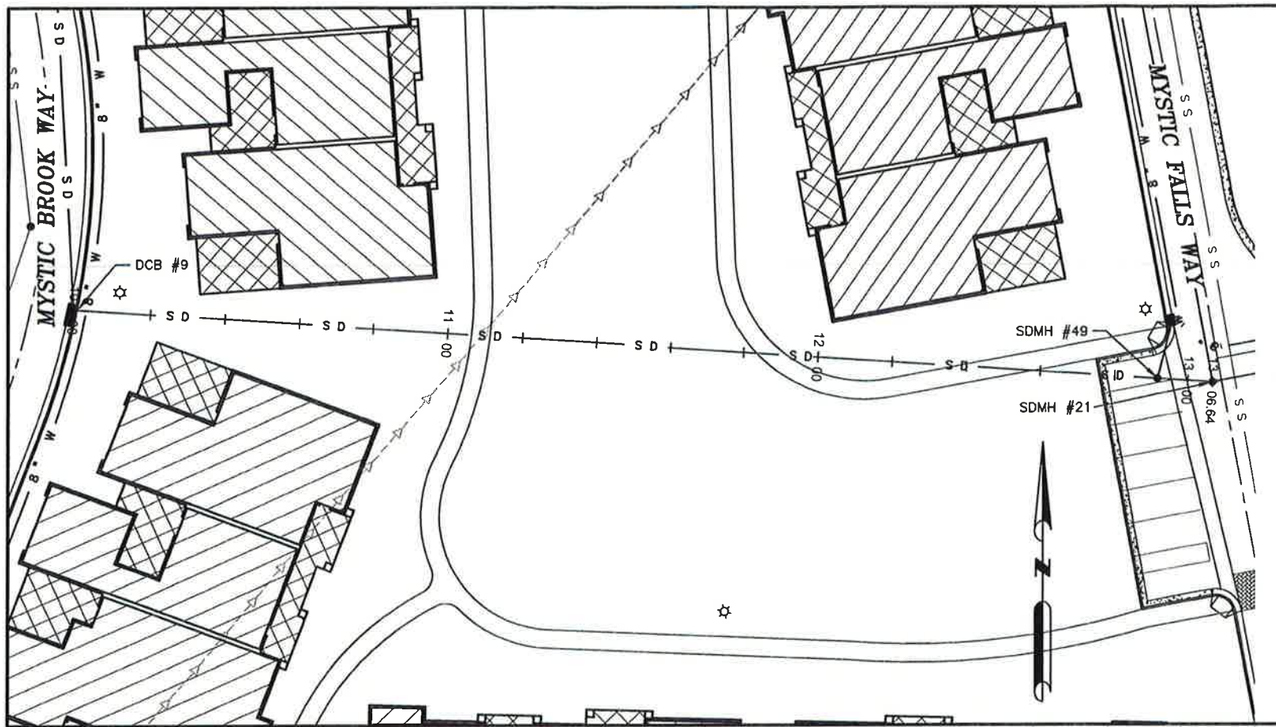
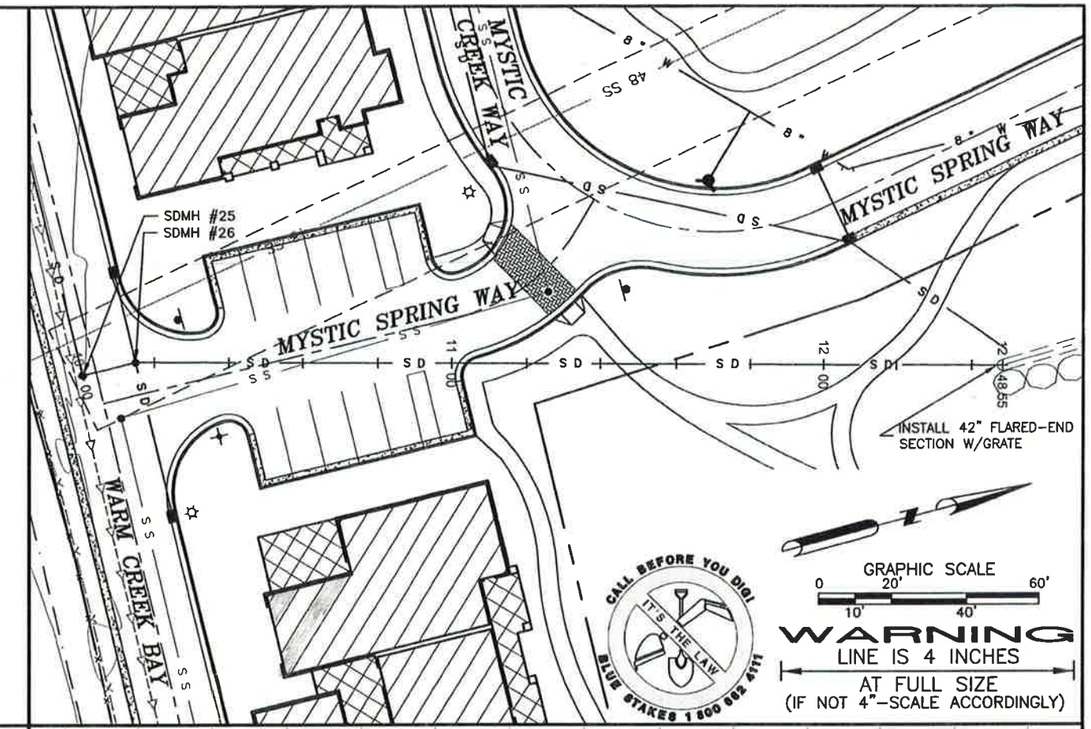
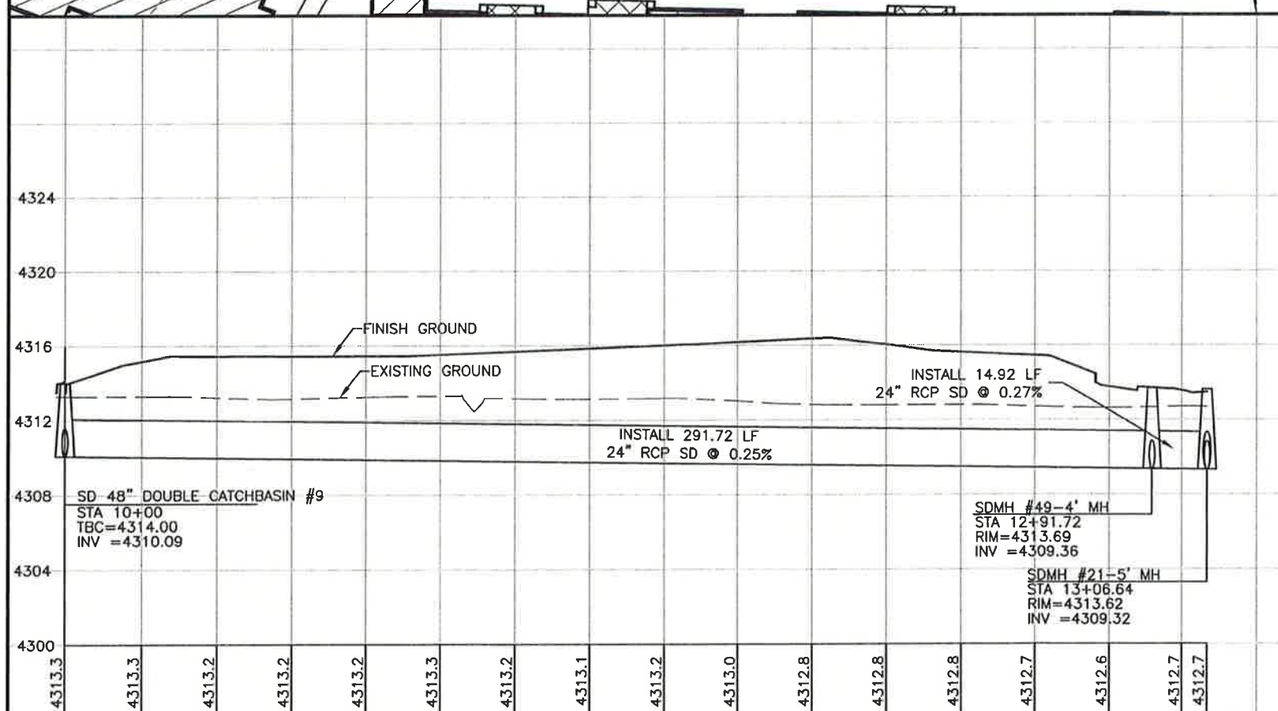
THE VILLAGE AT RIVERWALK

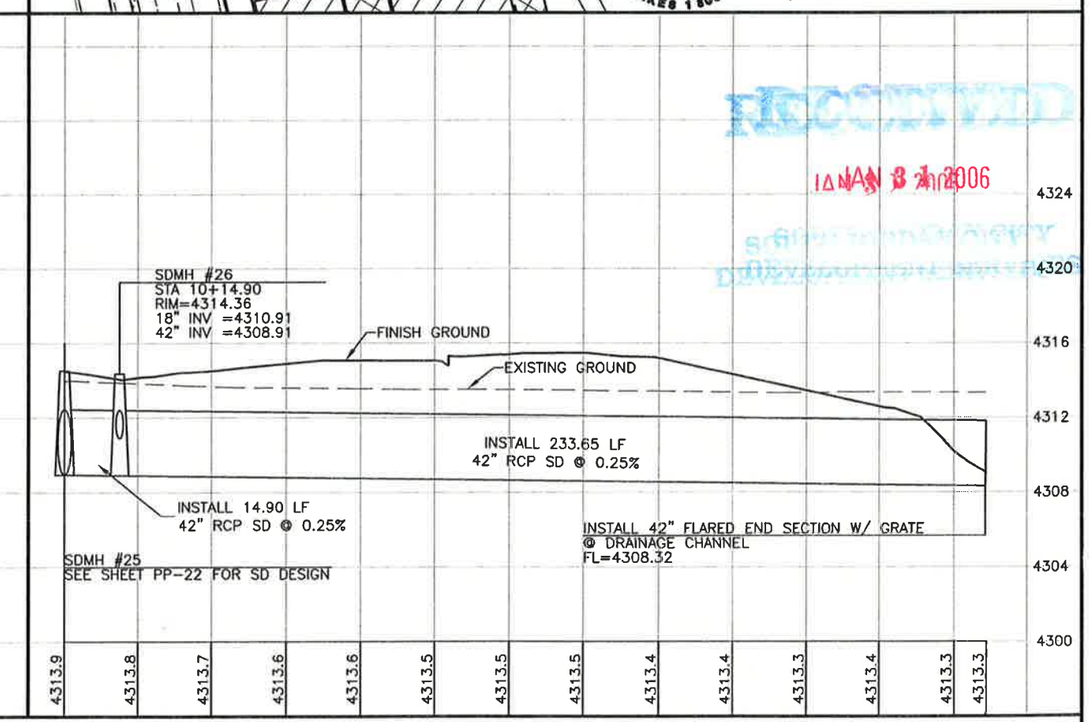
OFFSITE STORM DRAIN PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. SD-04
FILE NAME: SD-04
SCALE: AS SHOWN









RECEIVED
JAN 3 1 2006
SALT LAKE COUNTY
DEVELOPMENT SERVICES

NO.	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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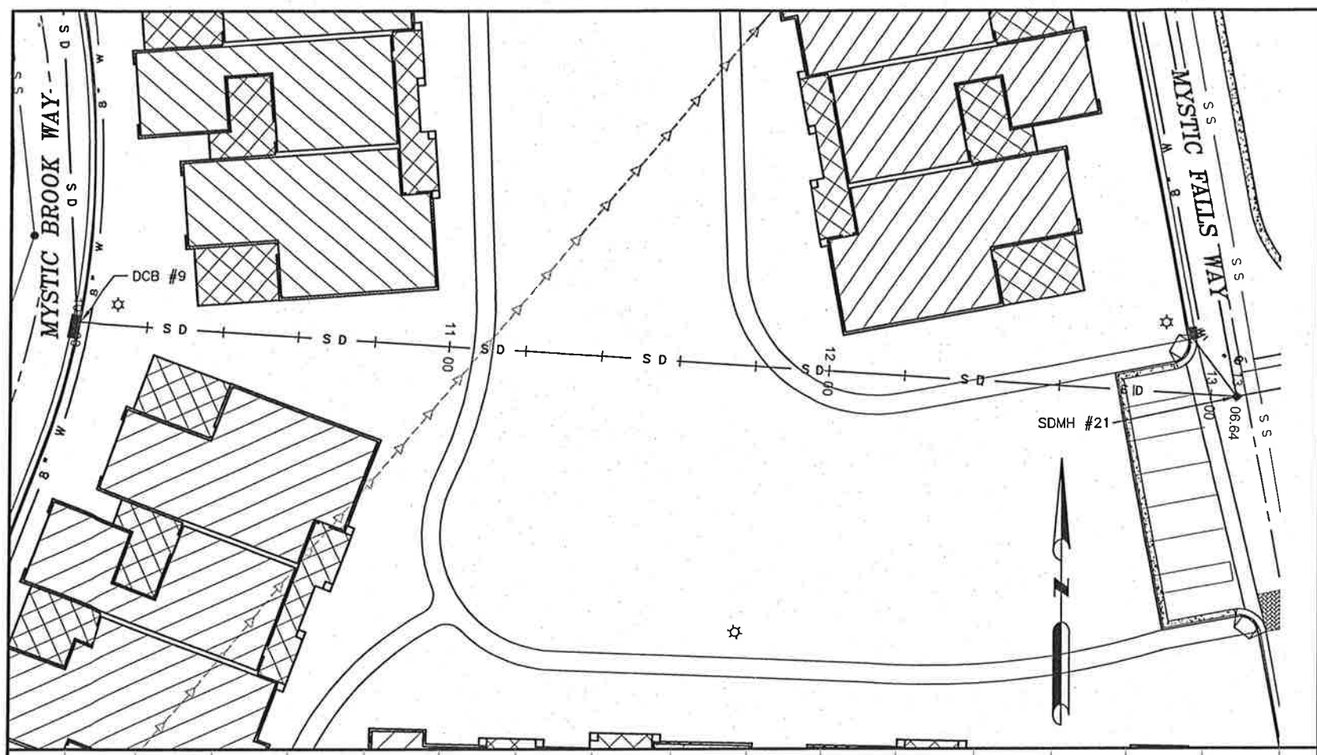
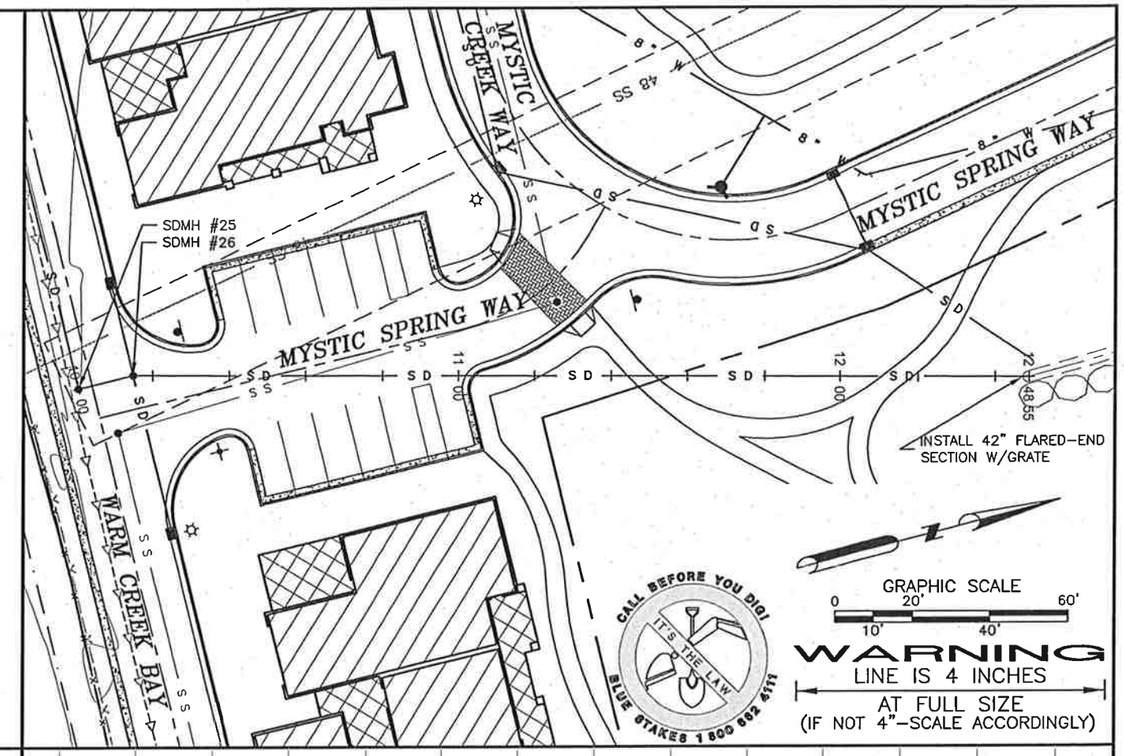
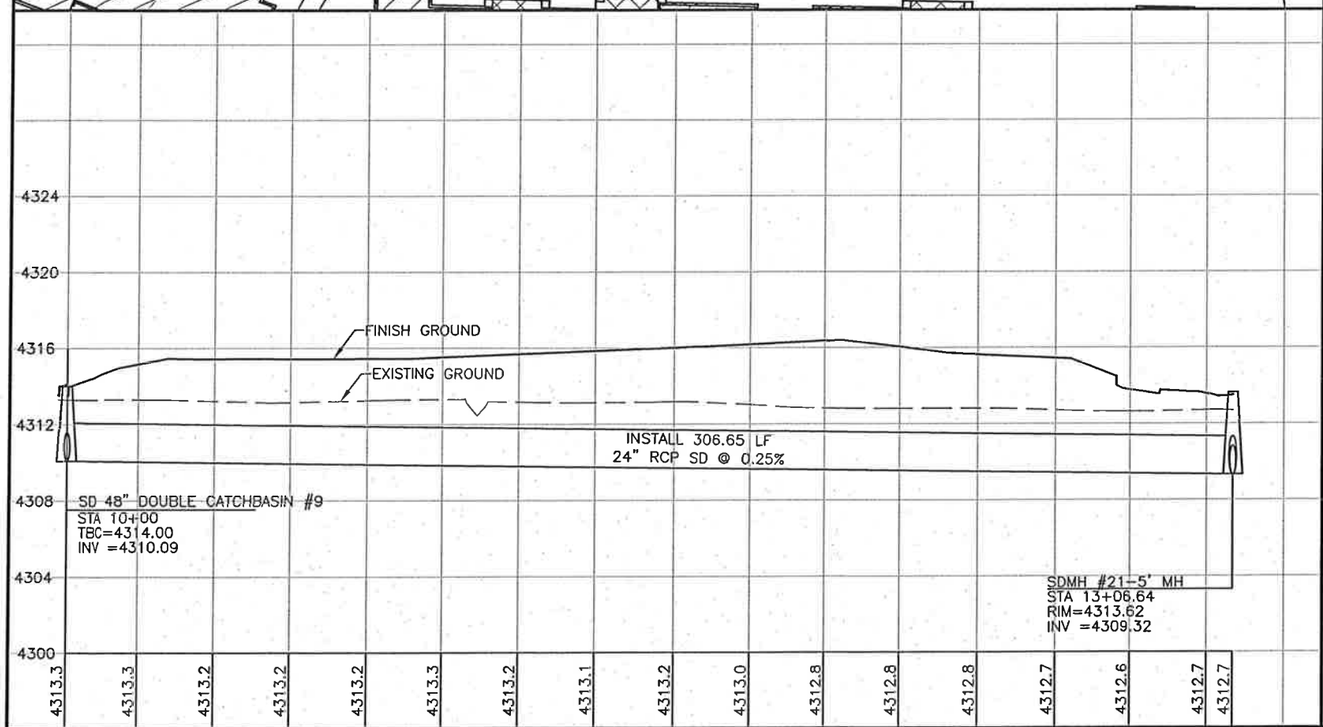
THE VILLAGE AT RIVERWALK

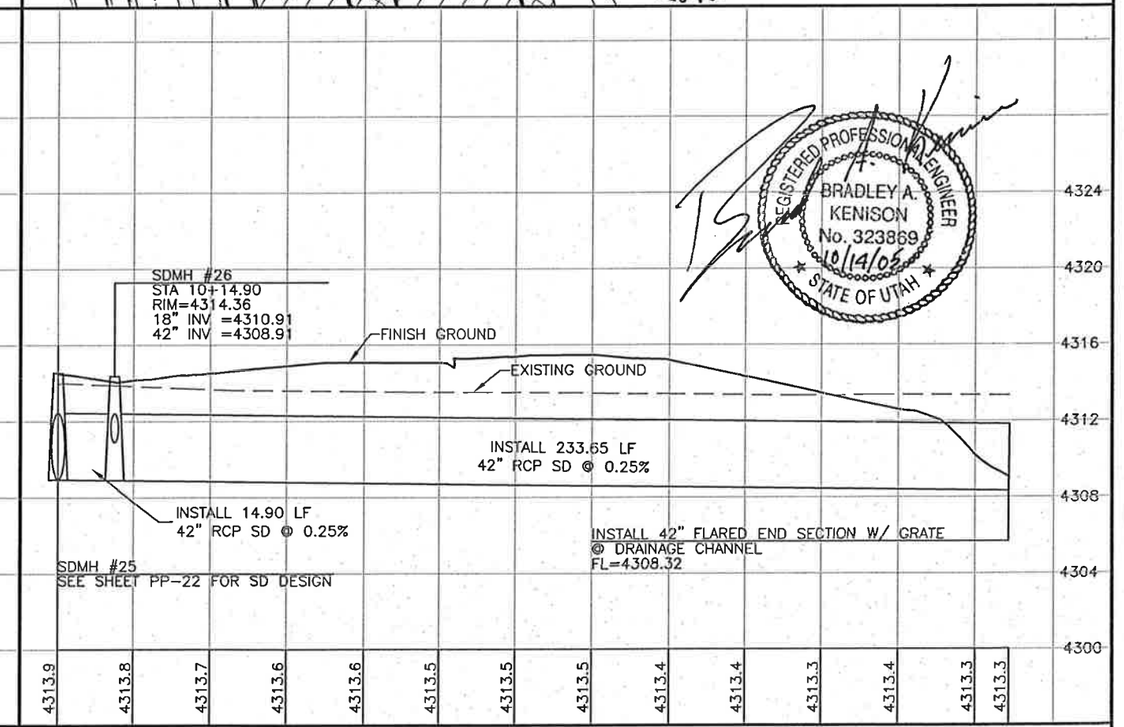
ONSITE STORM DRAIN PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. SD-05
FILE NAME: SD-05
SCALE: AS SHOWN









REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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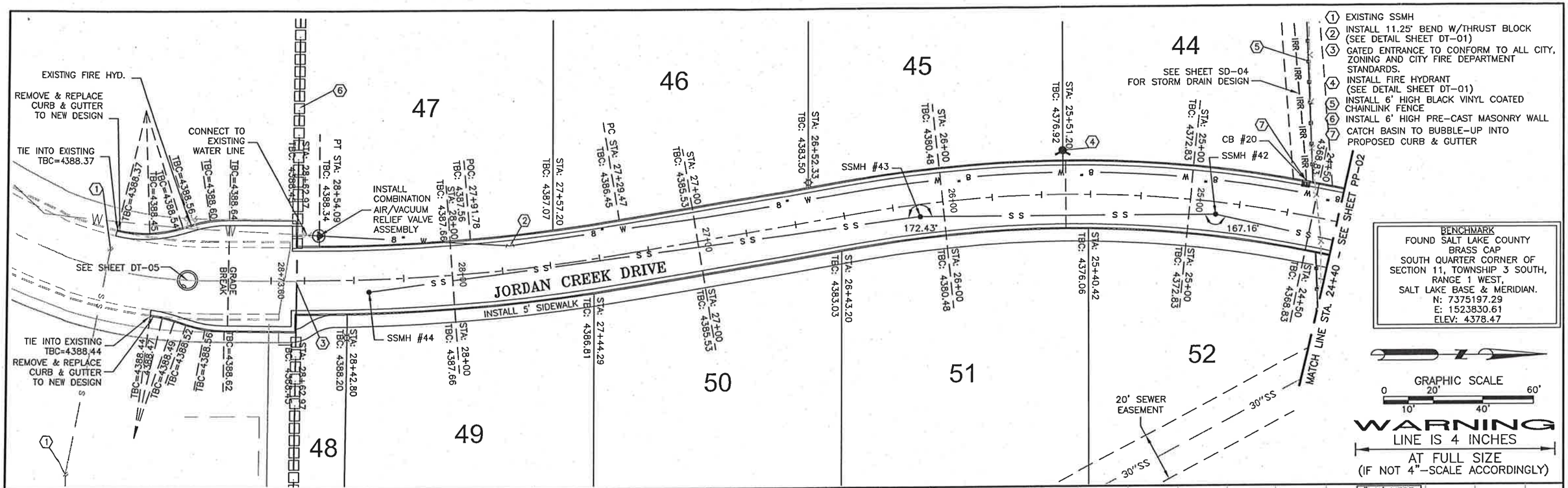
THE VILLAGE AT RIVERWALK

ONSITE STORM DRAIN PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. SD-05
FILE NAME: SD-05
SCALE: AS SHOWN

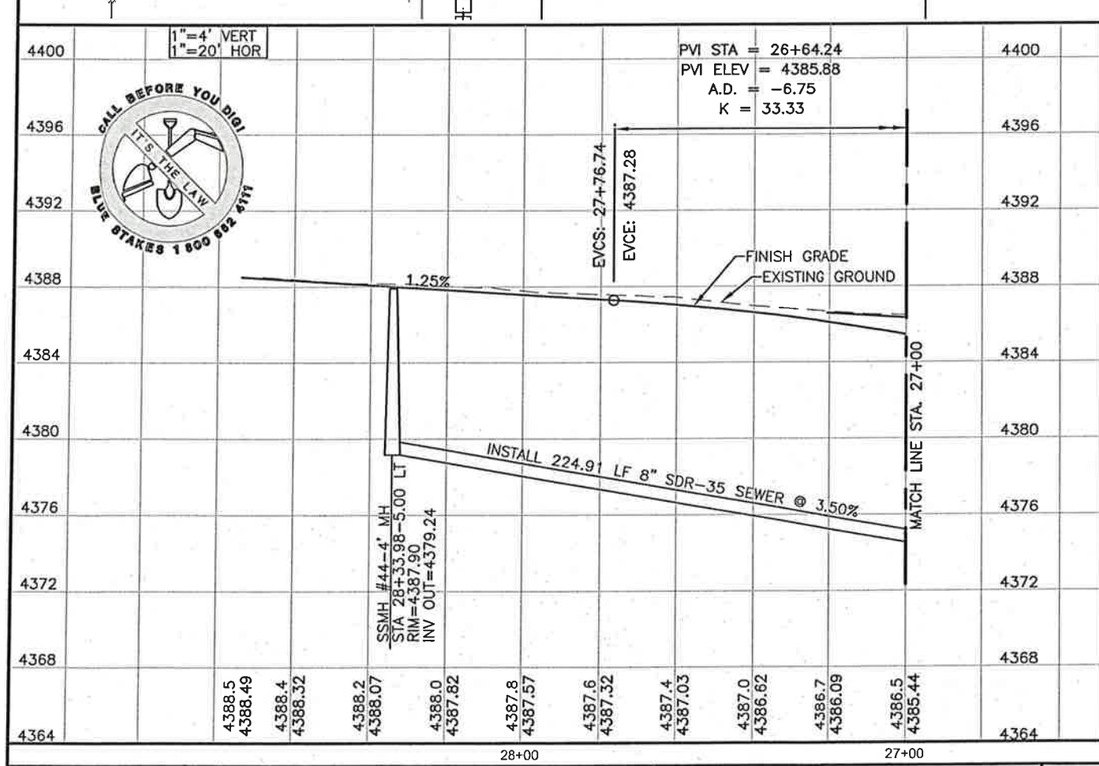
1. EXISTING SSMH
2. INSTALL 11.25° BEND W/THRUST BLOCK (SEE DETAIL SHEET DT-01)
3. GATED ENTRANCE TO CONFORM TO ALL CITY, ZONING AND CITY FIRE DEPARTMENT STANDARDS.
4. INSTALL FIRE HYDRANT (SEE DETAIL SHEET DT-01)
5. INSTALL 6' HIGH BLACK VINYL COATED CHAINLINK FENCE
6. INSTALL 6' HIGH PRE-CAST MASONRY WALL
7. CATCH BASIN TO BUBBLE-UP INTO PROPOSED CURB & GUTTER

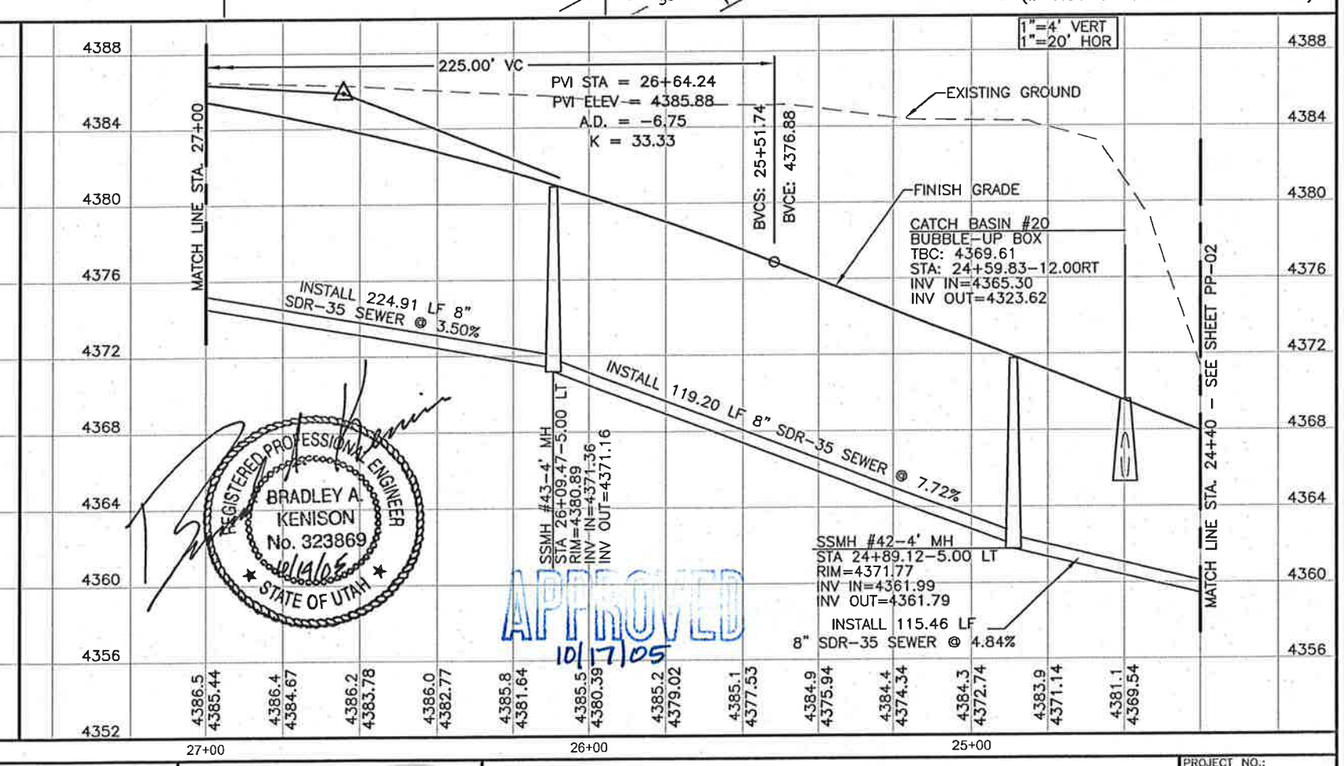


BENCHMARK
FOUND SALT LAKE COUNTY BRASS CAP
SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

GRAPHIC SCALE
0 10' 20' 40' 60'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)





NO.	REVISIONS	BY	DATE

DRAWN GSB		7/8/05 DATE
CHECKED RWA	PROJECT ENGINEER	7/8/05 DATE
APPROVED BAK	PROJECT MANAGER	7/8/05 DATE

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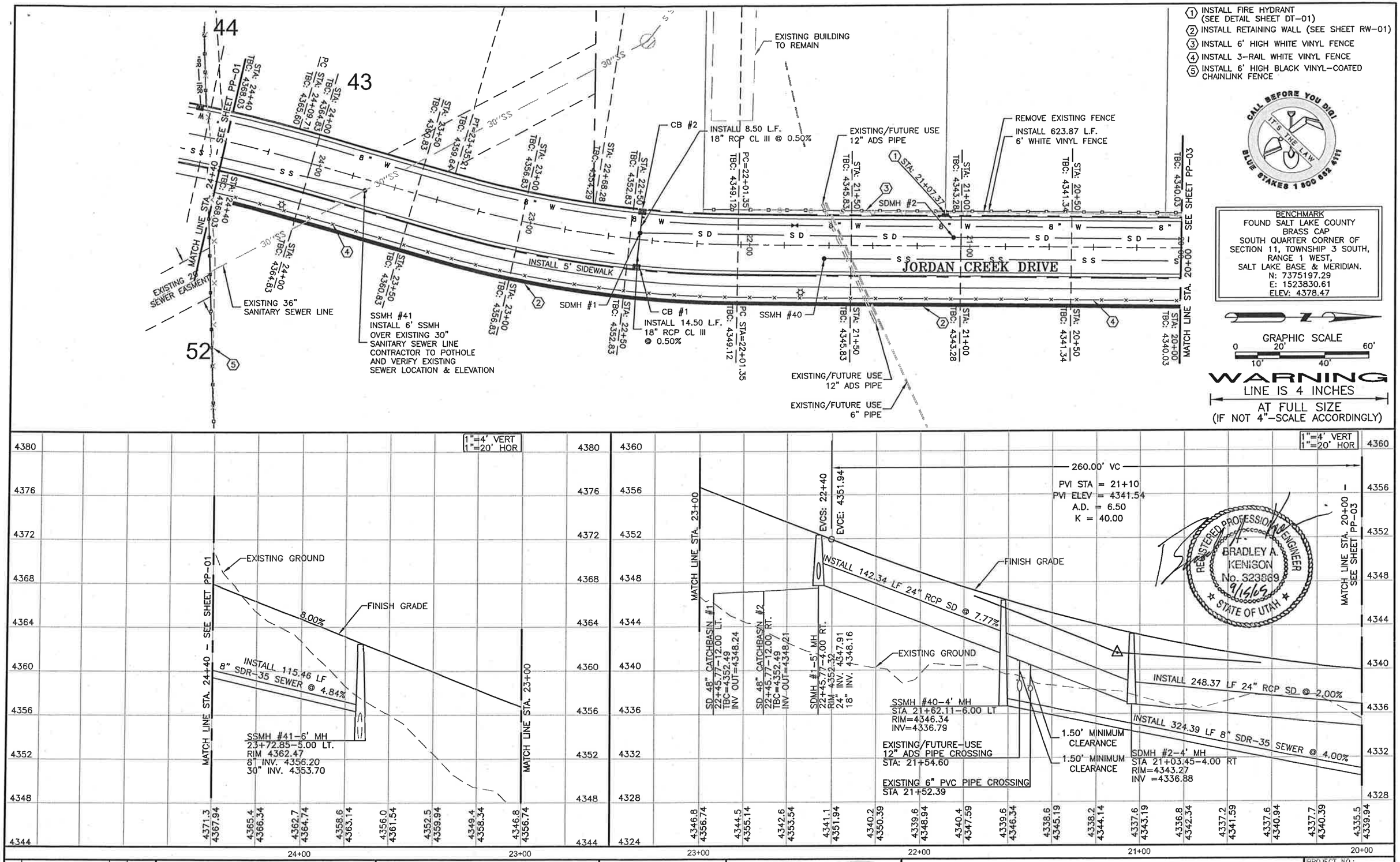
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-01
FILE NAME: PP-01
SCALE: AS SHOWN



NO.	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE (PROJECT ENGINEER)
APPROVED BAK 7/8/05 DATE (PROJECT MANAGER)

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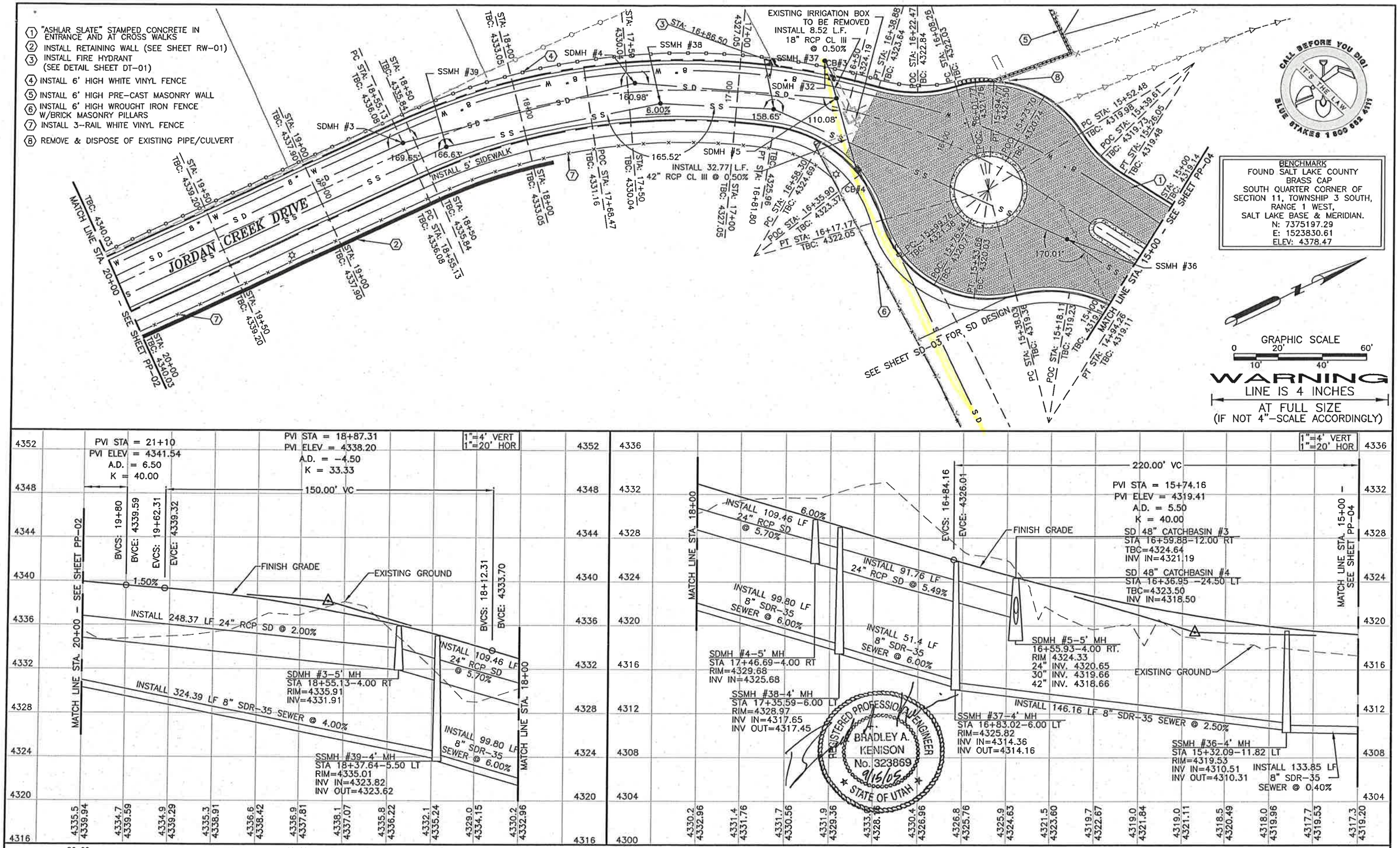
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-02
FILE NAME: PP-02
SCALE: AS SHOWN



NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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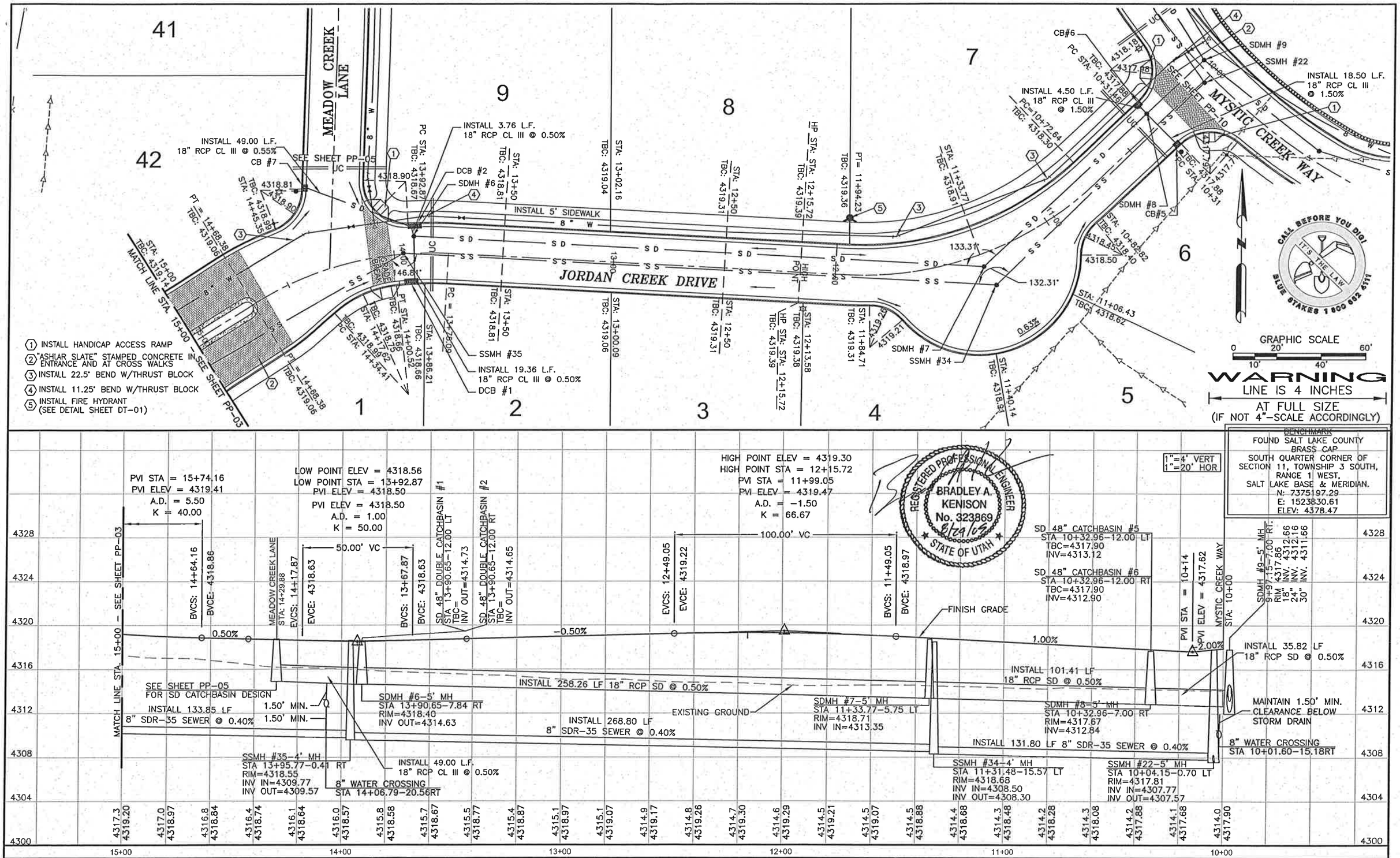
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-03
FILE NAME: PP-03
SCALE: AS SHOWN



NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
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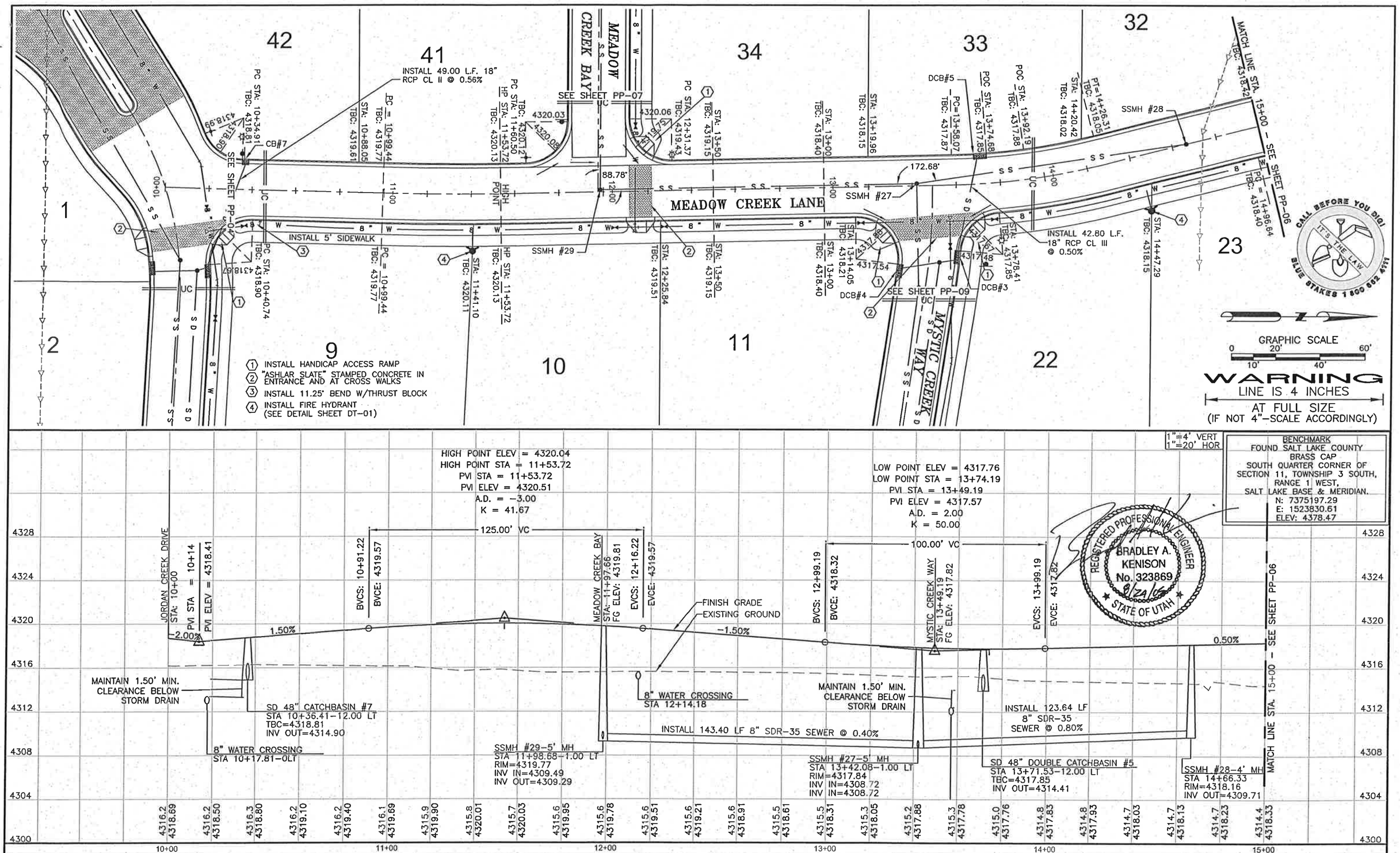
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-04
FILE NAME: PP-04
SCALE: AS SHOWN



NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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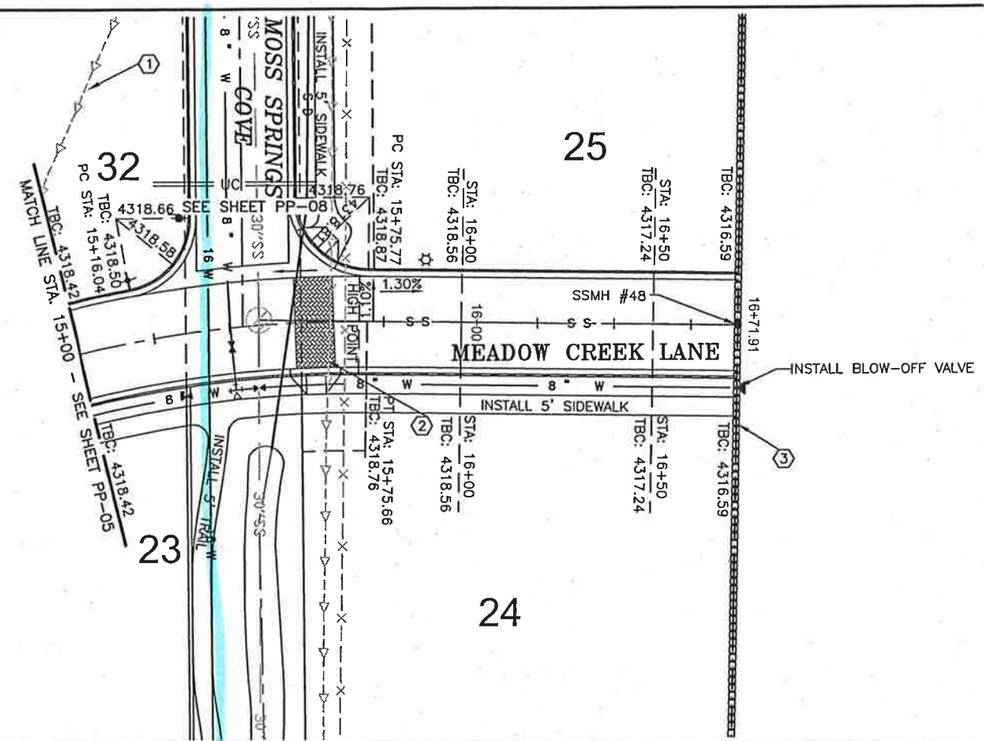
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-05
FILE NAME: PP-05
SCALE: AS SHOWN



1. EXISTING IRRIGATION DITCH TO BE PIPED
2. "ASHLAR SLATE" STAMPED CONCRETE IN ENTRANCE AND AT CROSS WALKS
3. 6' HIGH PRE-CAST MASONRY WALL

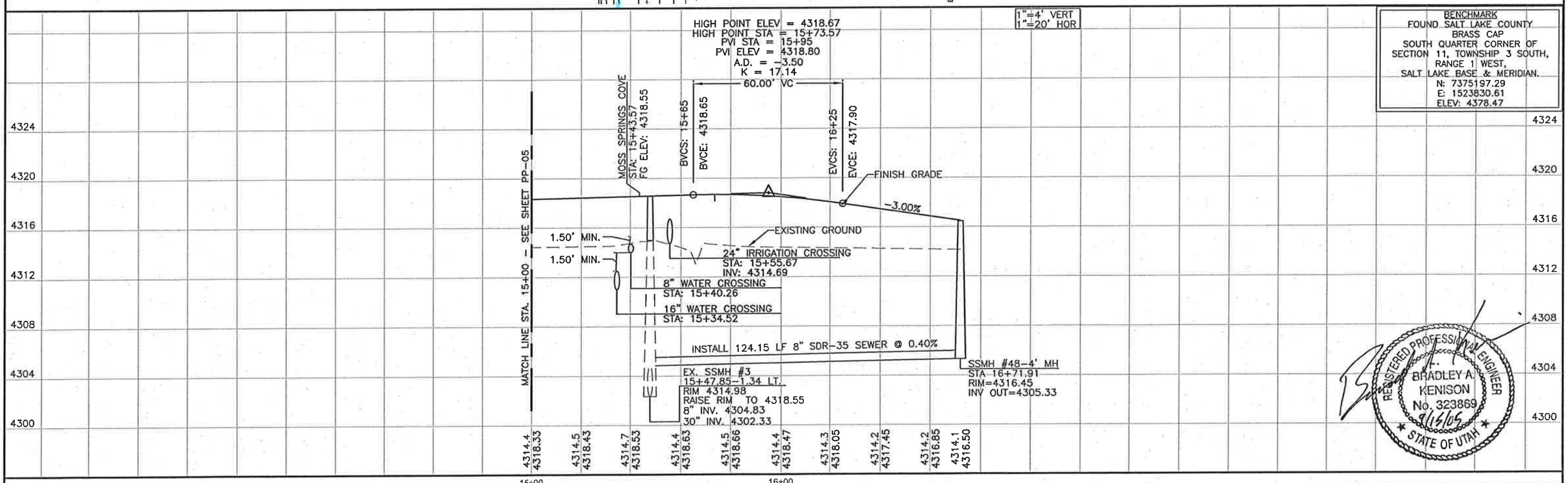
CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1 800 662 4111

GRAPHIC SCALE
0 10' 20' 40' 60'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

1"=4' VERT
1"=20' HOR

BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47



REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
9/15/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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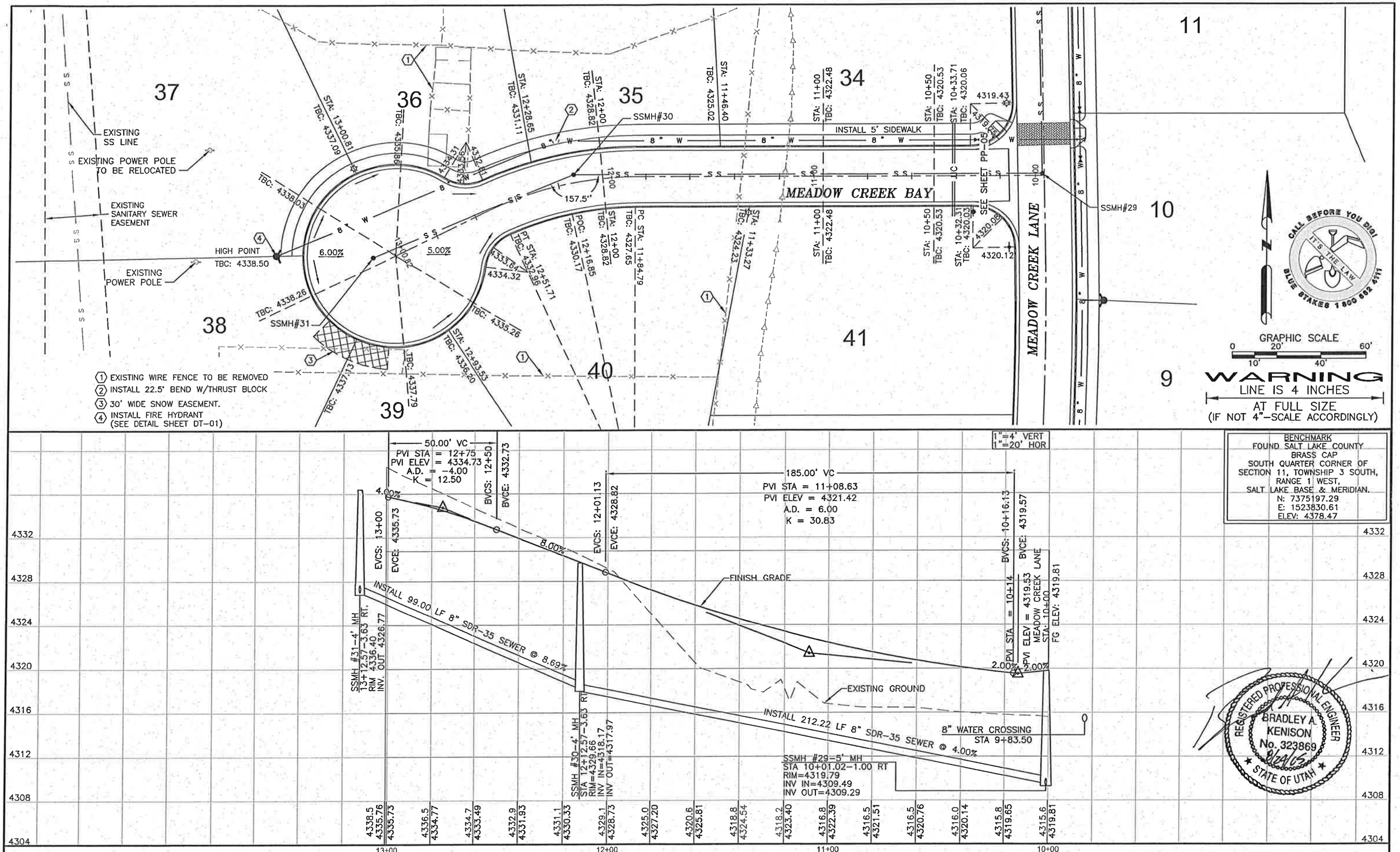
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-06
FILE NAME: PP-06
SCALE: AS SHOWN



BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
8/24/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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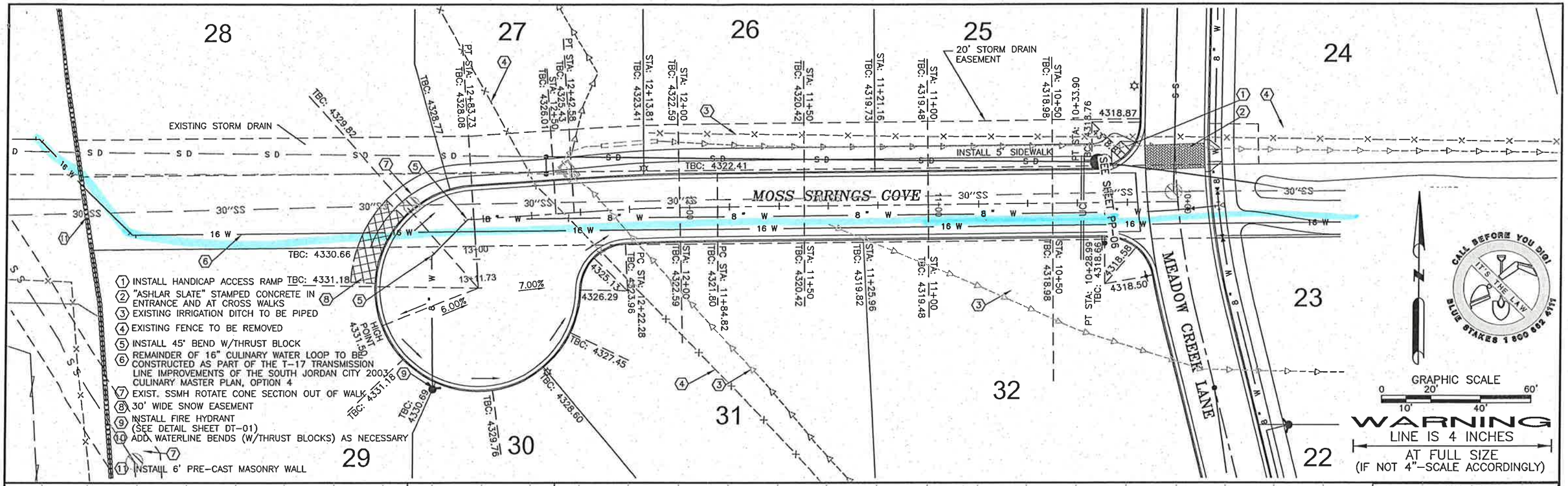
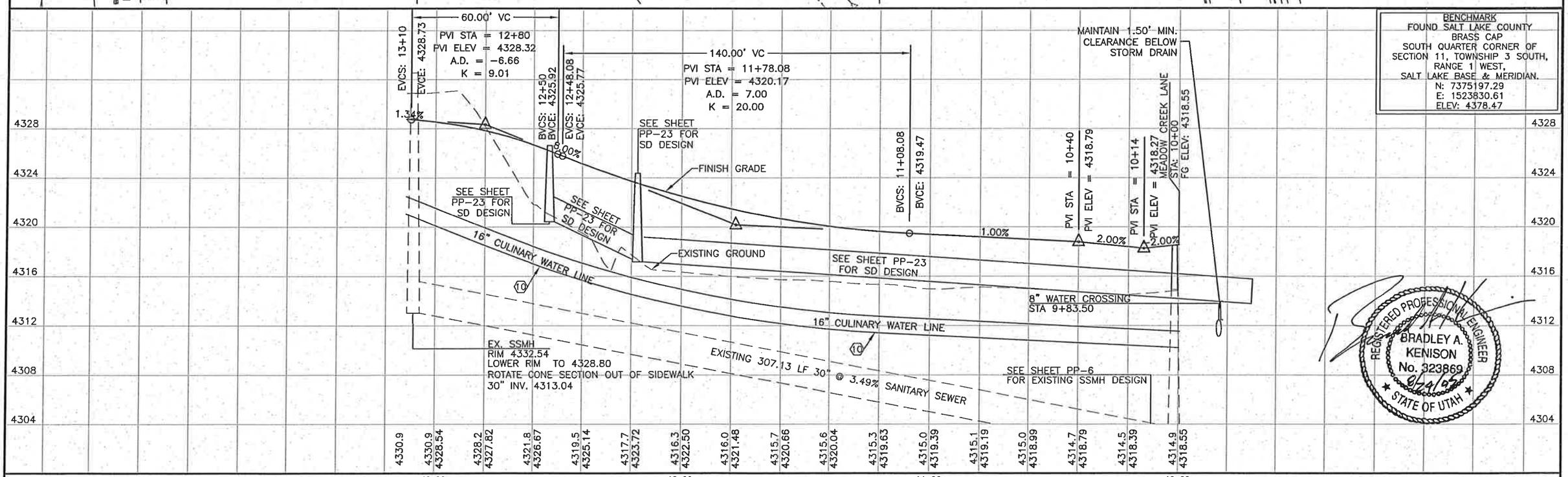
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-07
FILE NAME: PP-07
SCALE: AS SHOWN





BENCHMARK
FOUND SALT LAKE COUNTY BRASS CAP SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
6/24/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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COMMERCIAL/RESIDENTIAL
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SANDY, UTAH 84070
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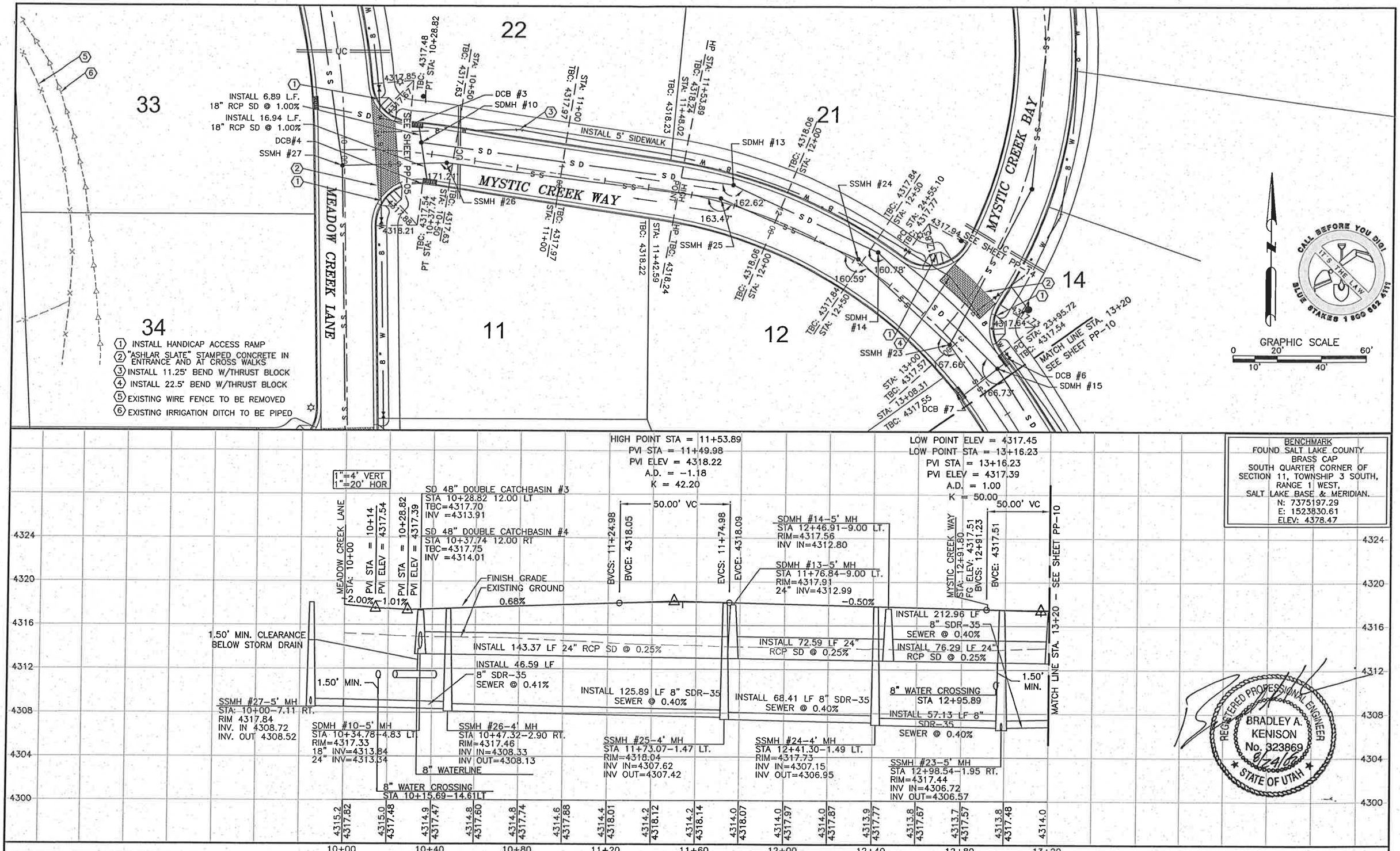
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-08
FILE NAME: PP-08
SCALE: AS SHOWN



NO.	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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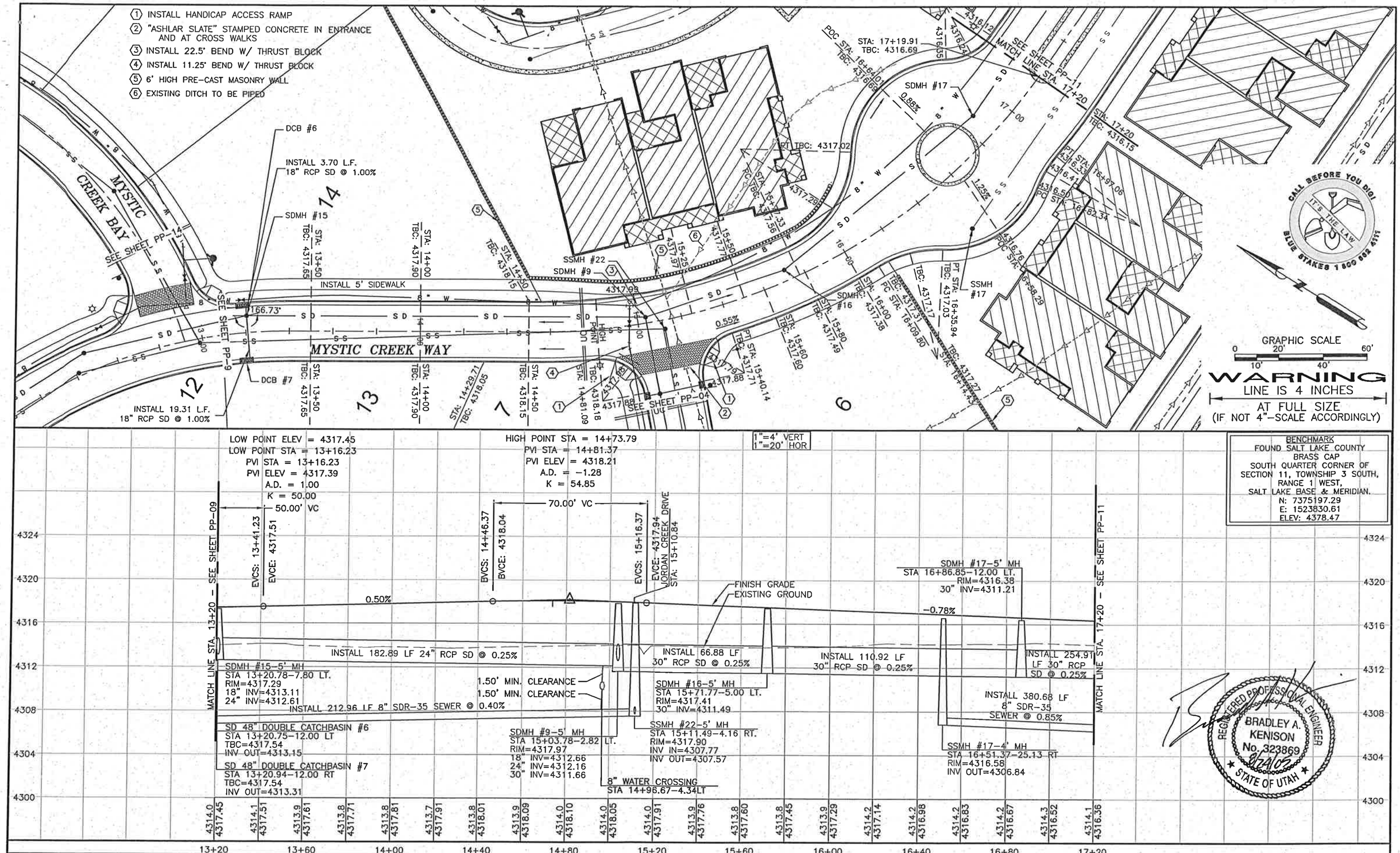
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-09
FILE NAME: PP-09
SCALE: AS SHOWN



NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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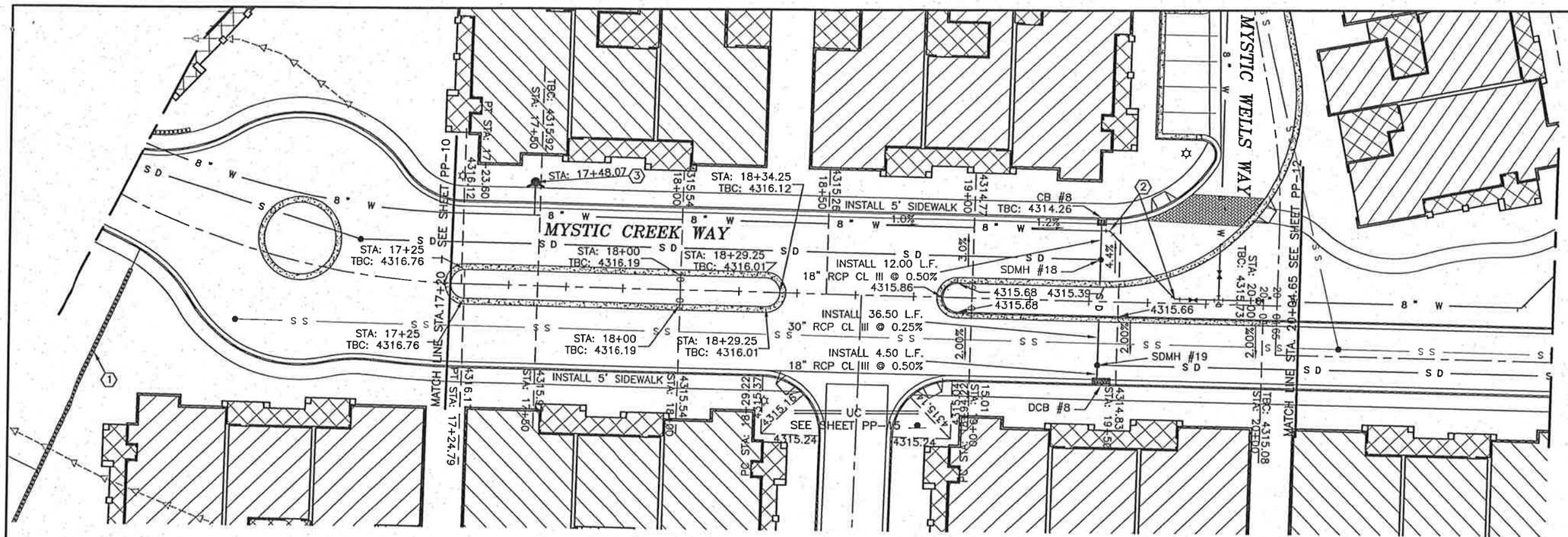
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-10
FILE NAME: PP-10
SCALE: AS SHOWN

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
8/24/05
STATE OF UTAH

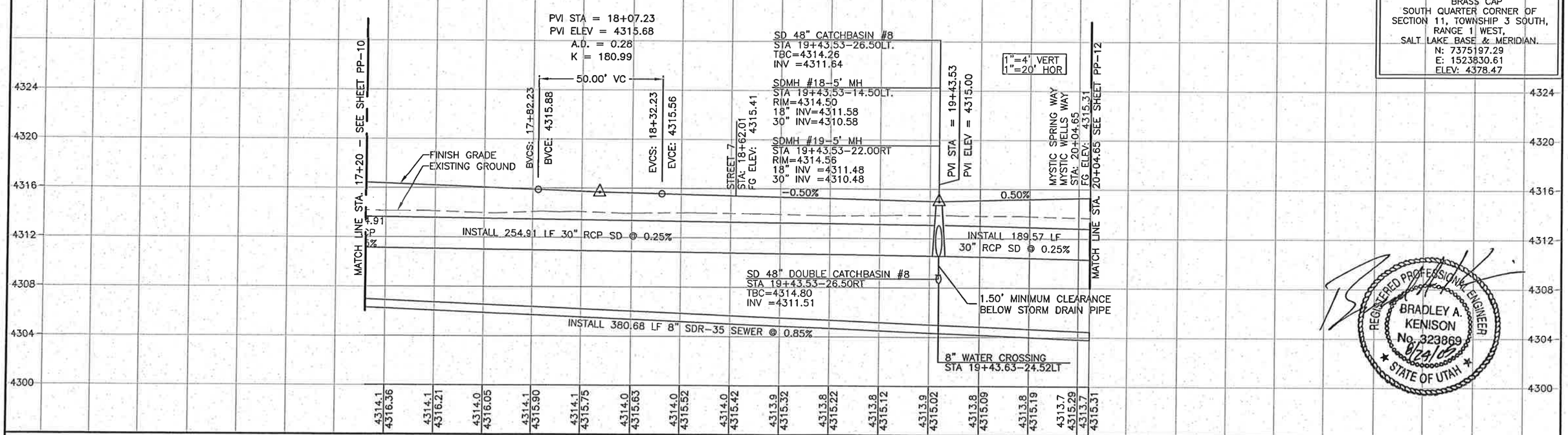


1. 6' HIGH PRE-CAST MASONRY WALL
2. INSTALL 45° BEND W/THRUST BLOCK
3. INSTALL FIRE HYDRANT (SEE DETAIL SHEET DT-01)

CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1 800 662 4111

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47



REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
8/24/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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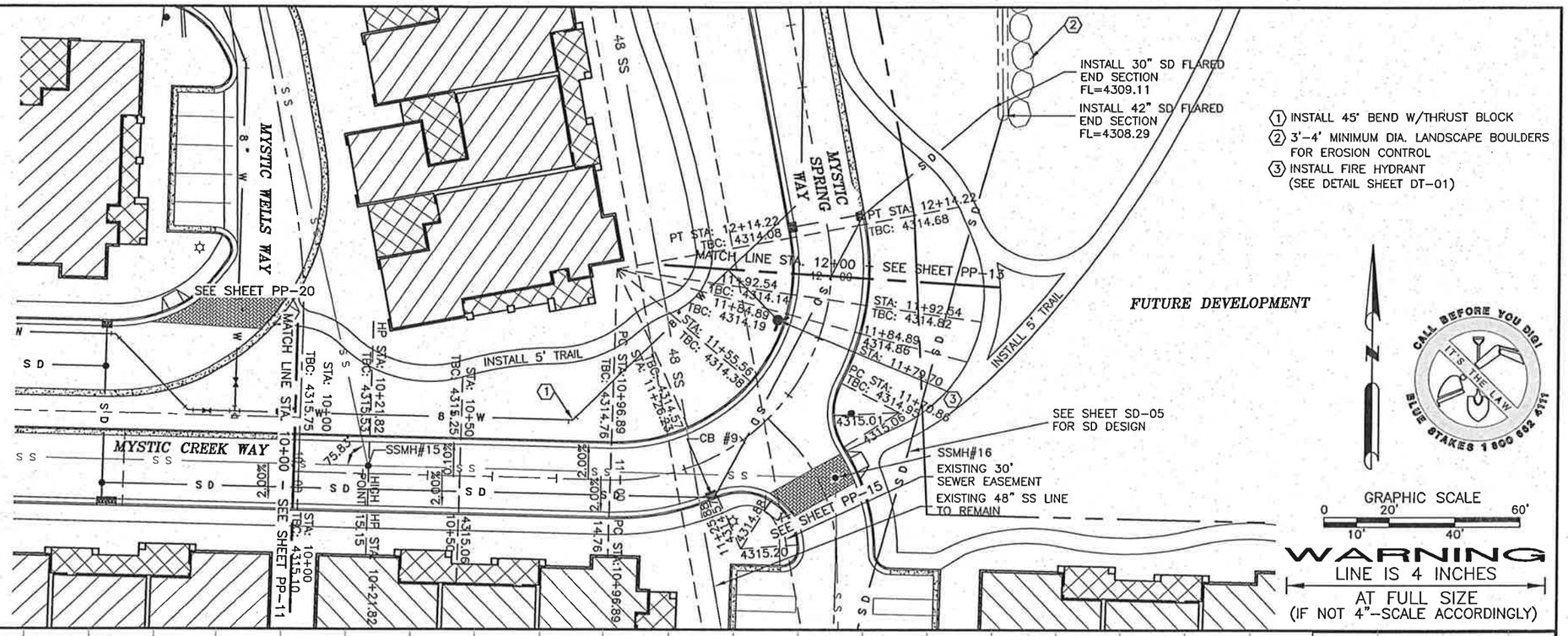
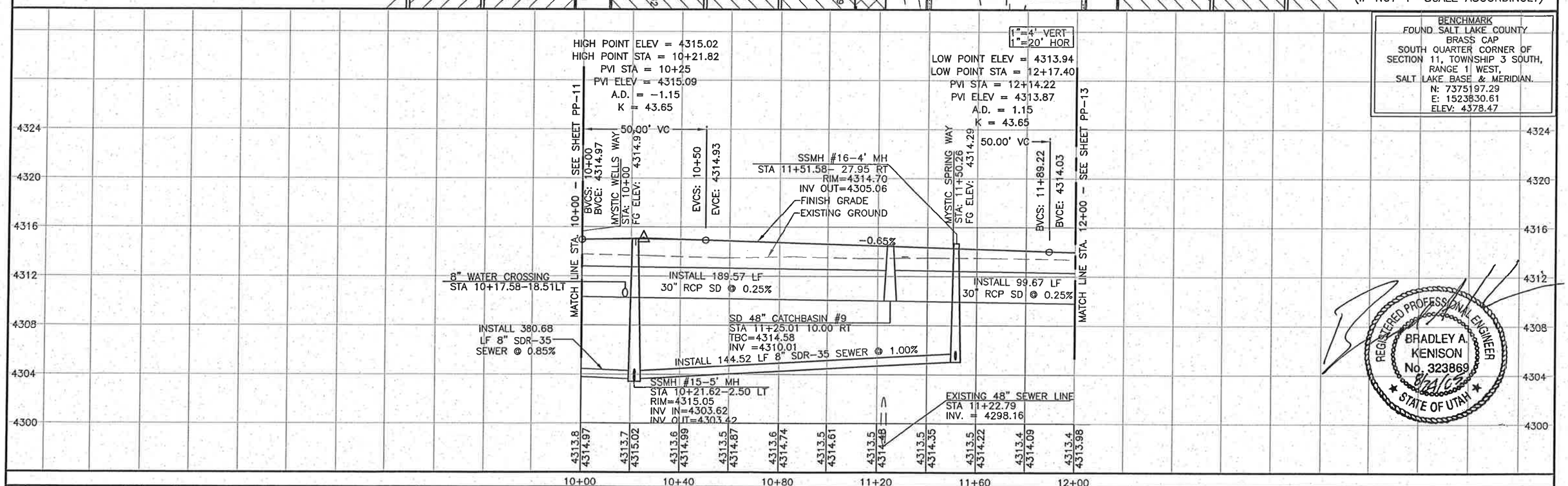
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-11
FILE NAME: .PP-11
SCALE: AS SHOWN





BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
8/24/05
STATE OF UTAH

NO.	REVISIONS	BY	DATE

DRAWN GSB	DATE 7/8/05	
CHECKED RWA (PROJECT ENGINEER)	DATE 7/8/05	
APPROVED BAK (PROJECT MANAGER)	DATE 7/8/05	

ARBOR
COMMERCIAL/RESIDENTIAL
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SANDY, UTAH 84070
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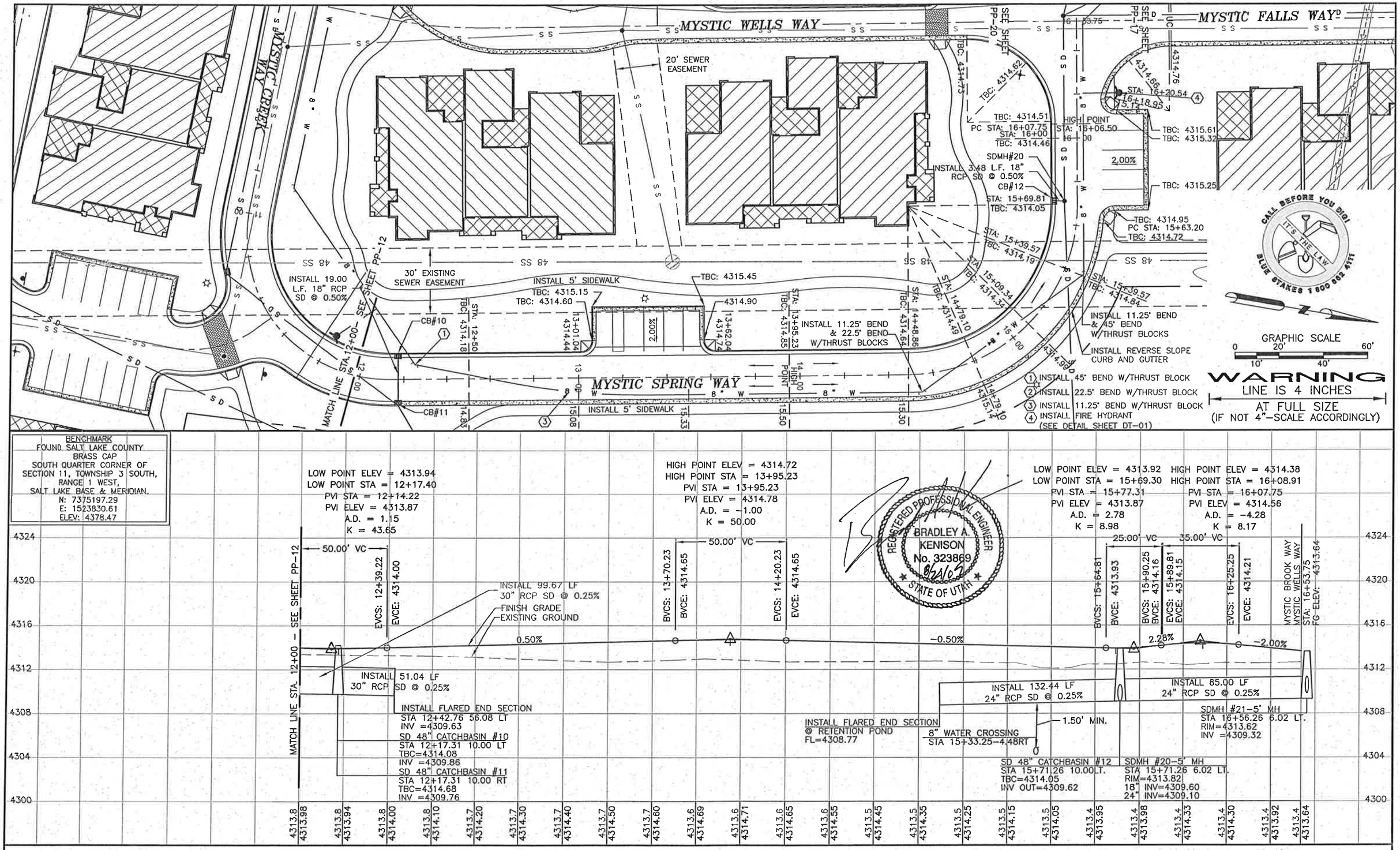
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-12
FILE NAME: .PP-12
SCALE: AS SHOWN



BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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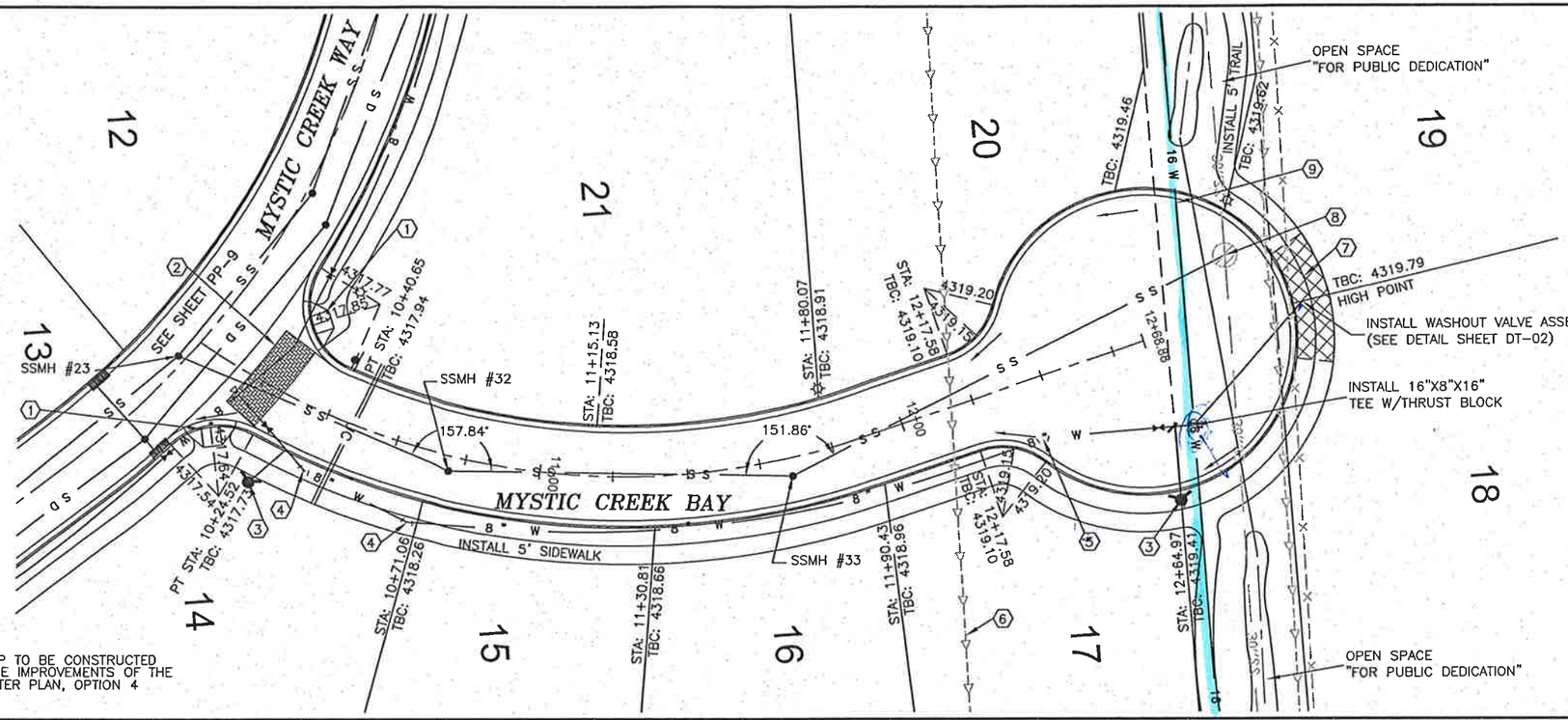
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-13
FILE NAME: PP-13
SCALE: AS SHOWN



1. INSTALL HANDICAP ACCESS RAMP
2. "ASHLAR SLATE" STAMPED CONCRETE IN ENTRANCE AND AT CROSS WALKS
3. INSTALL FIRE HYDRANT (SEE DETAIL SHEET DT-01)
4. INSTALL 22.5° BEND W/THRUST BLOCK
5. INSTALL 11.25° BEND W/THRUST BLOCK
6. EXISTING IRRIGATION DITCH TO BE PIPED
7. 30' WIDE SNOW EASEMENT.
8. EXISTING SSMH
9. REMAINDER OF 16" CULINARY WATER LOOP TO BE CONSTRUCTED AS PART OF THE T-17 TRANSMISSION LINE IMPROVEMENTS OF THE SOUTH JORDAN CITY 2003 CULINARY MASTER PLAN, OPTION 4

CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1 800 662 4111

GRAPHIC SCALE
0 10' 20' 40' 60'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
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N: 7375197.29
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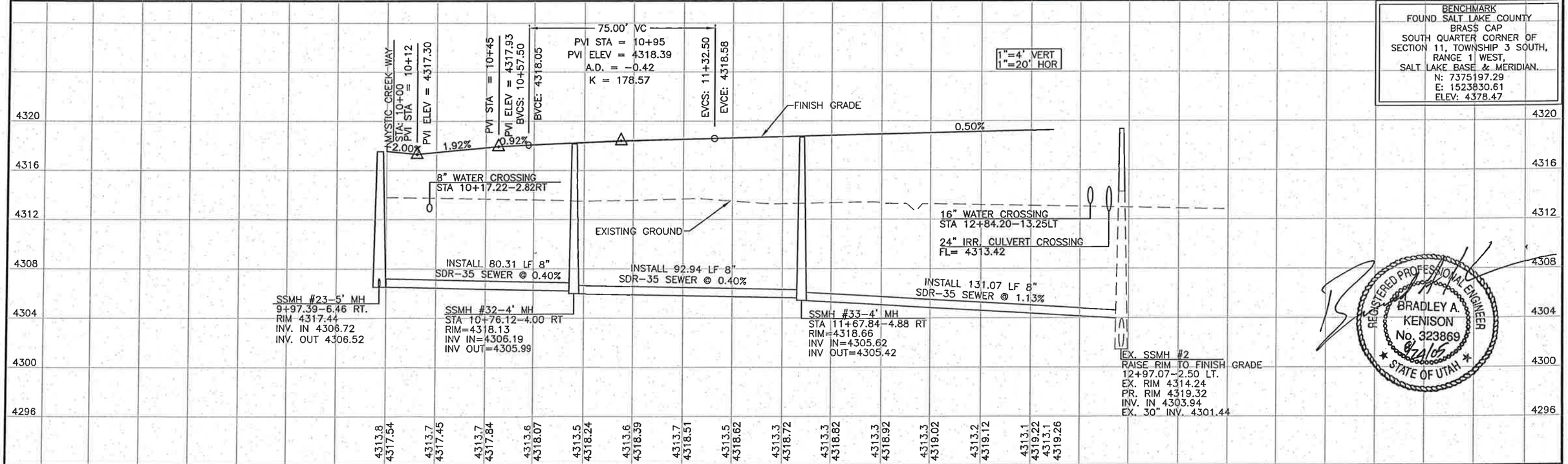

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
8/2/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
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SANDY, UTAH 84070
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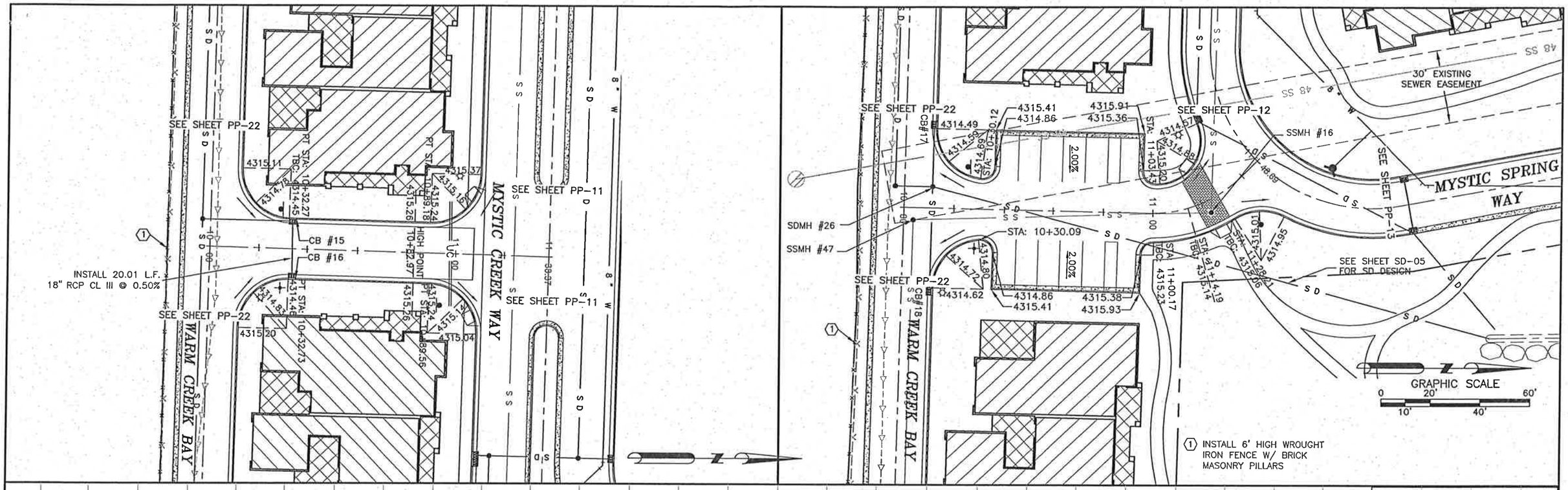
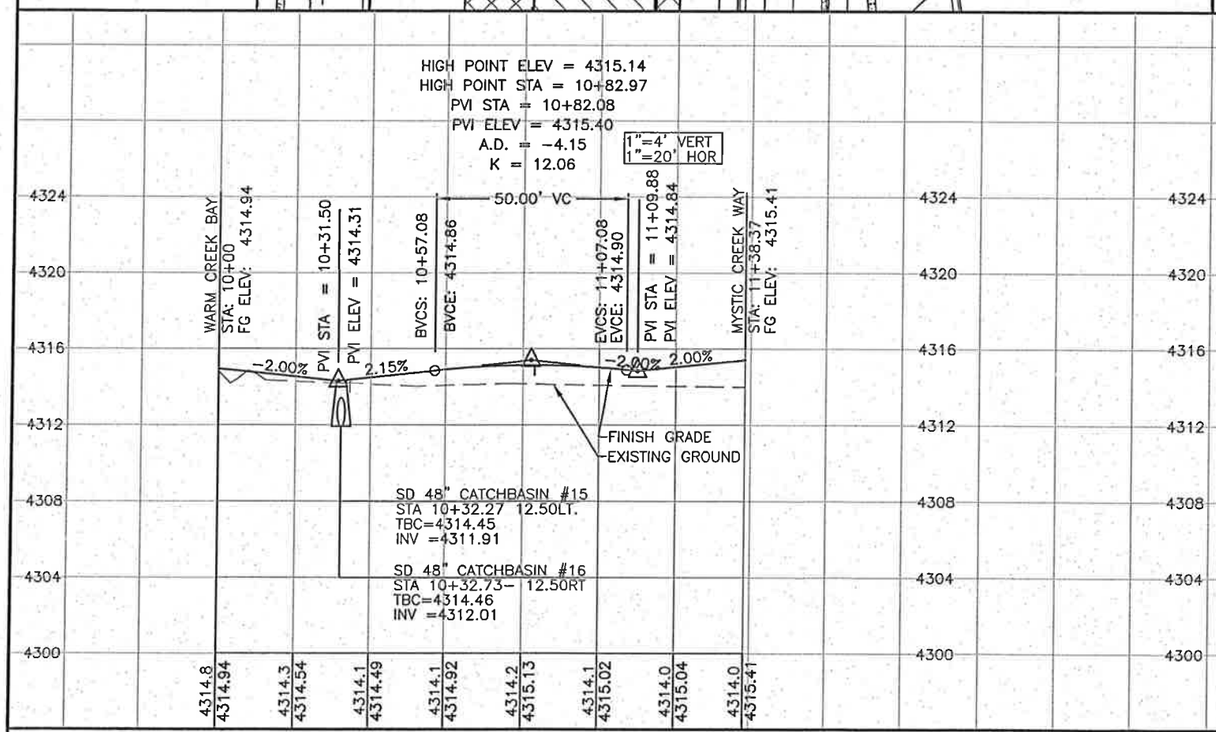
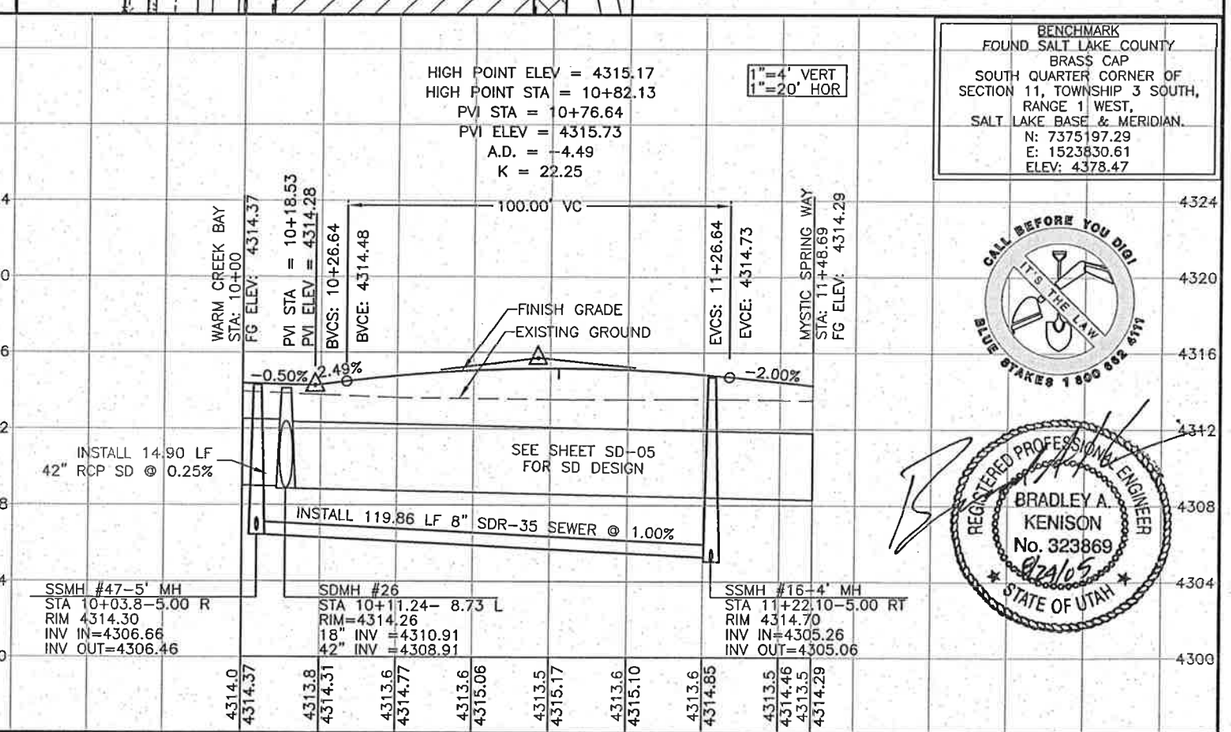
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-14
FILE NAME: PP-14
SCALE: AS SHOWN







BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

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REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
8/24/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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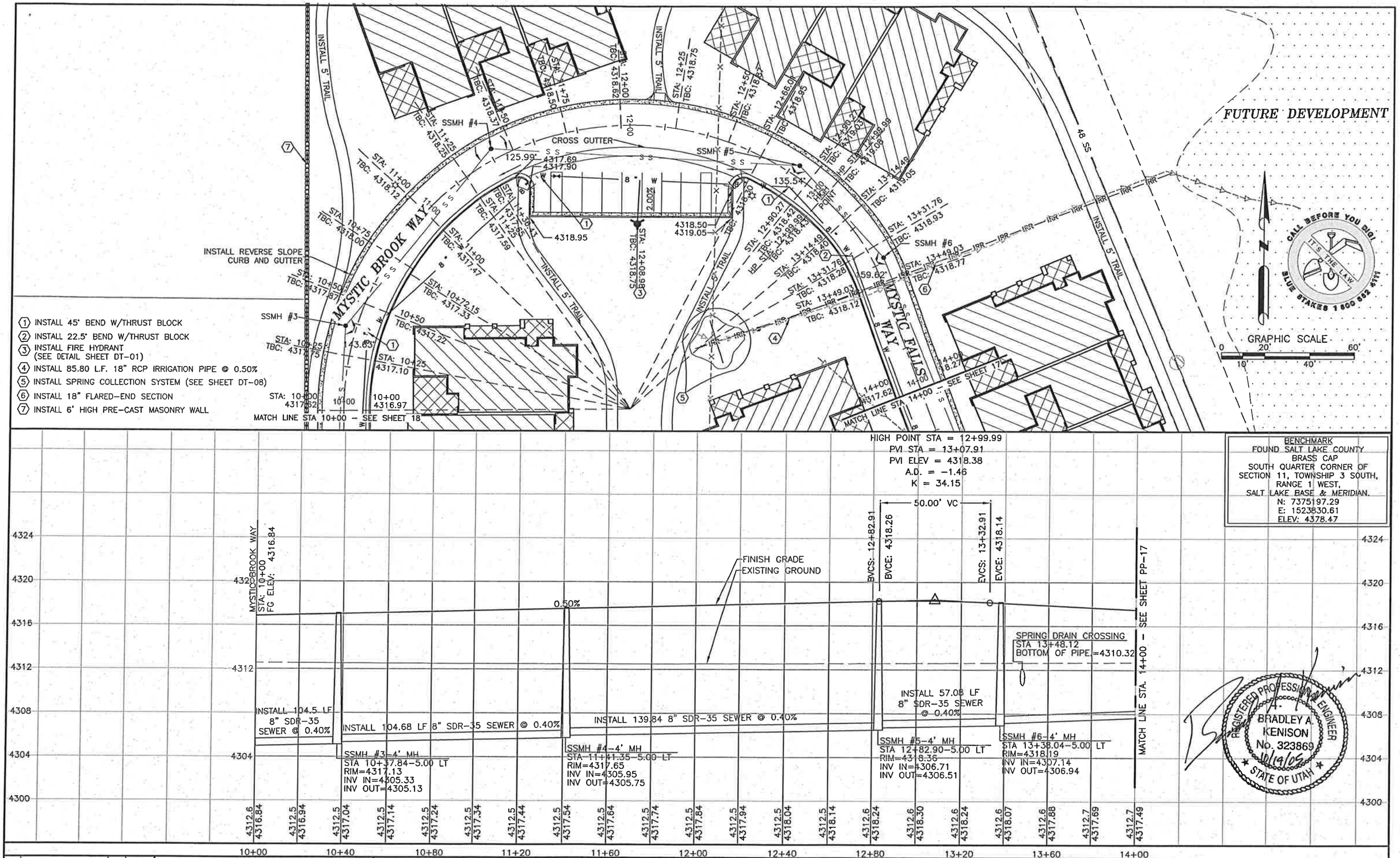
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-15
FILE NAME: PP-15
SCALE: AS SHOWN



NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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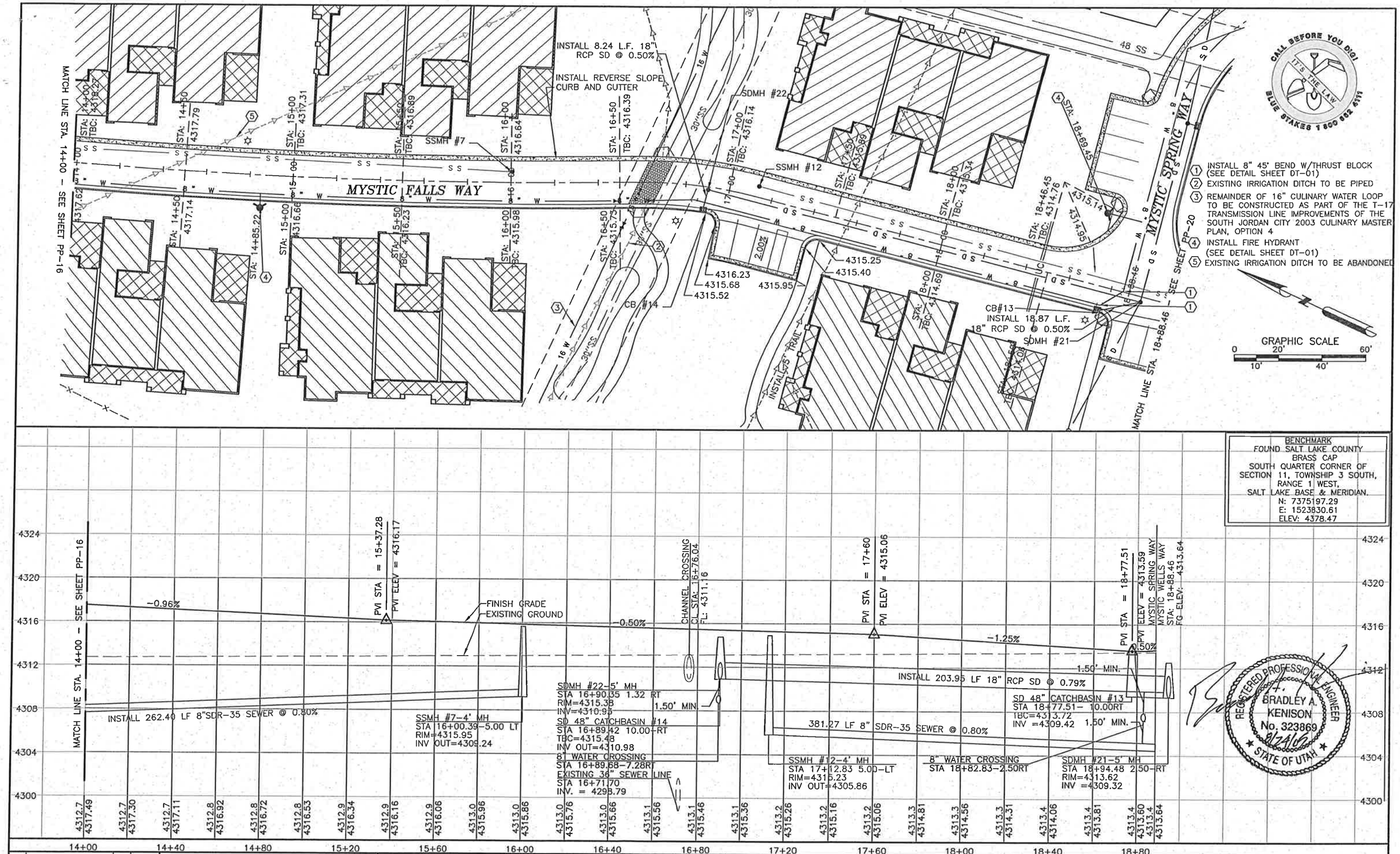
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-16
FILE NAME: PP-16
SCALE: AS SHOWN



NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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SANDY, UTAH 84070
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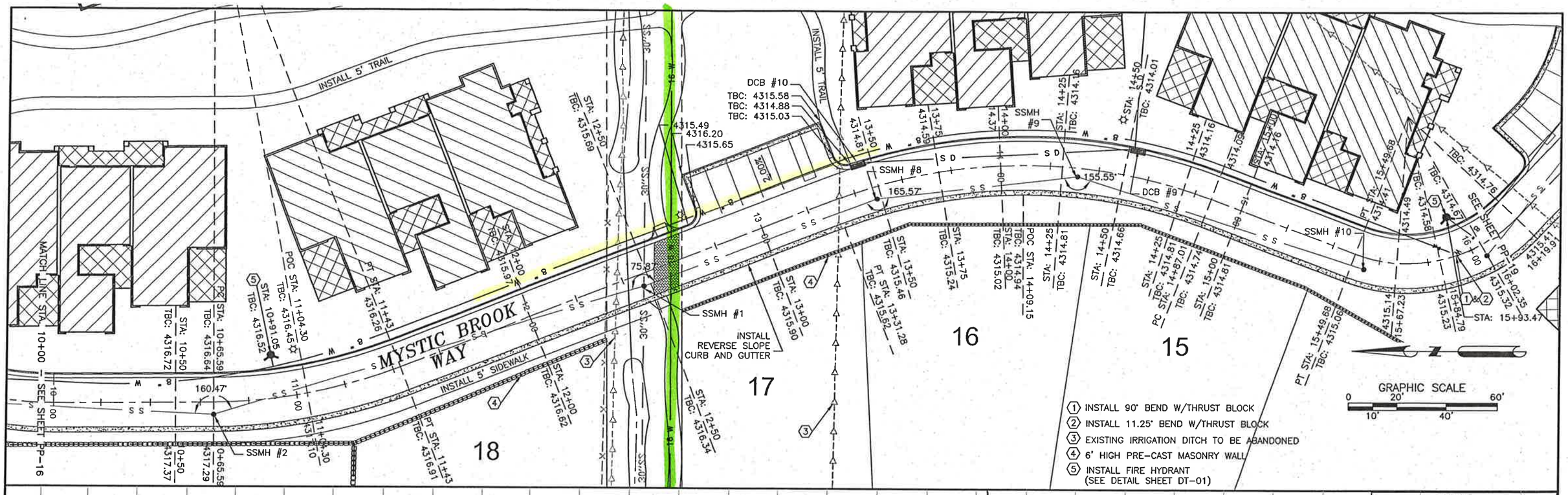
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-17
FILE NAME: PP-17
SCALE: AS SHOWN

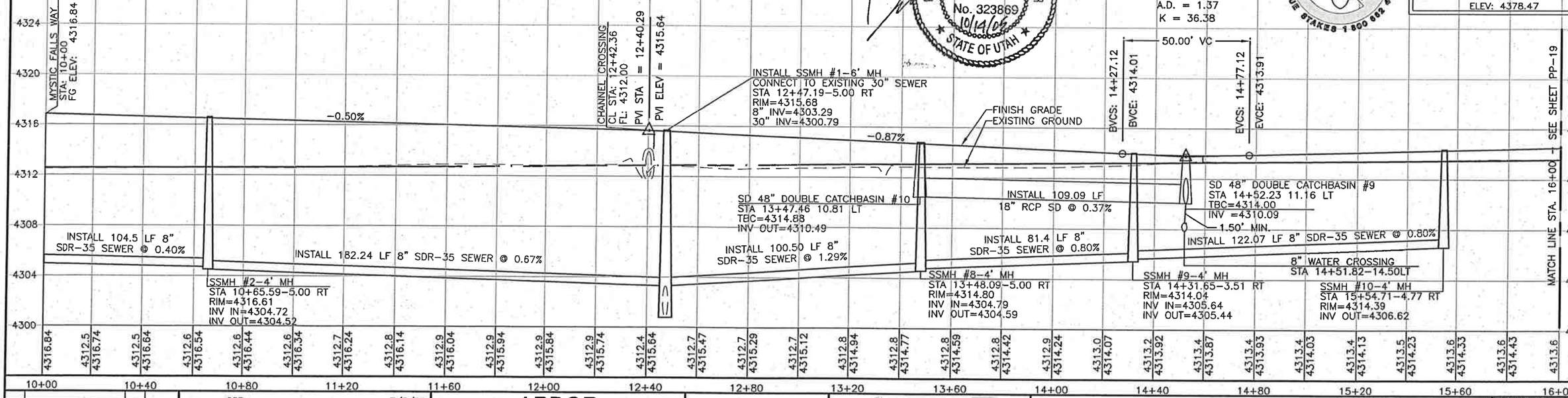


BENCHMARK
FOUND SALT LAKE COUNTY BRASS CAP
SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1 800 662 4111

LOW POINT ELEV = 4313.87
LOW POINT STA = 14+58.93
PVI STA = 14+52.12
PVI ELEV = 4313.79
A.D. = 1.37
K = 36.38
50.00' VC



NO	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
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SANDY, UTAH 84070
801-561-8594

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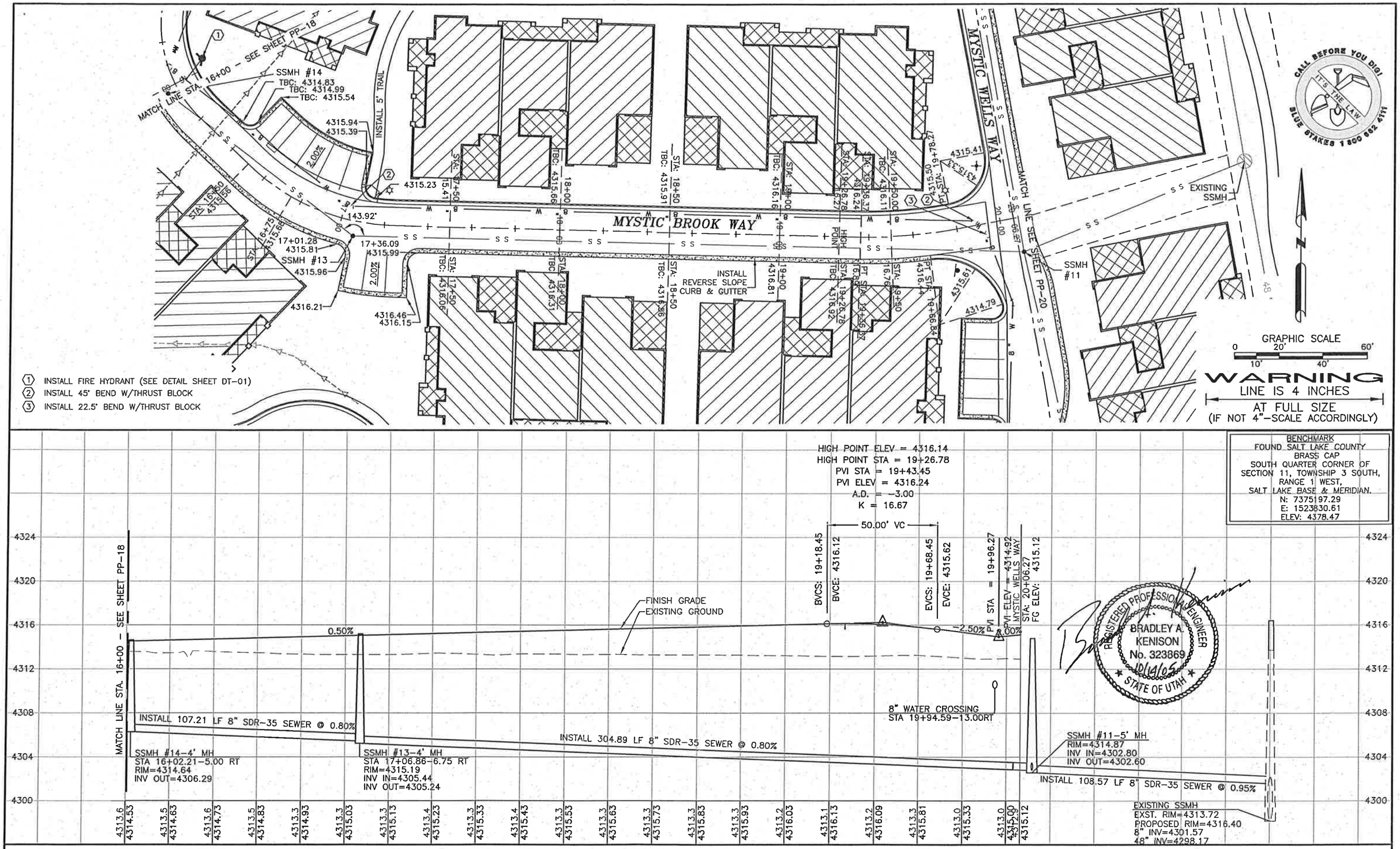
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-18
FILE NAME: PP-18
SCALE: AS SHOWN



NO.	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE

CHECKED RWA 7/8/05
PROJECT ENGINEER DATE

APPROVED BAK 7/8/05
PROJECT MANAGER DATE

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
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PHONE (801)768-7200, FAX (801)768-7201

THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-19
FILE NAME: PP-19
SCALE: AS SHOWN

NO	REVISIONS	BY	DATE

DRAWN CSB 7/8/05 DATE

CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER

APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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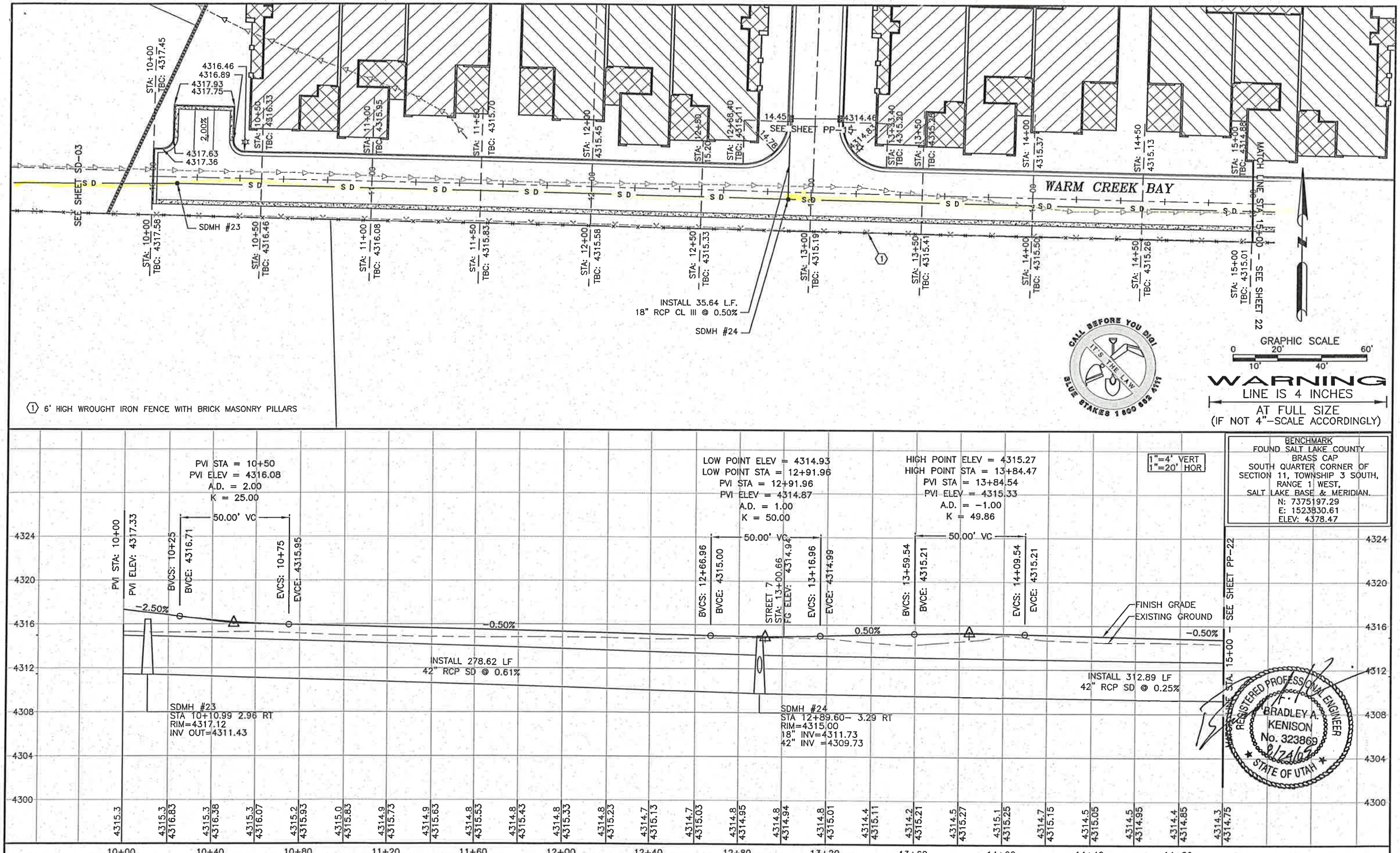
THE VILLAGE AT RIVERWALK

PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-20
FILE NAME: PP-20
SCALE: AS SHOWN



NO.	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE

CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER

APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

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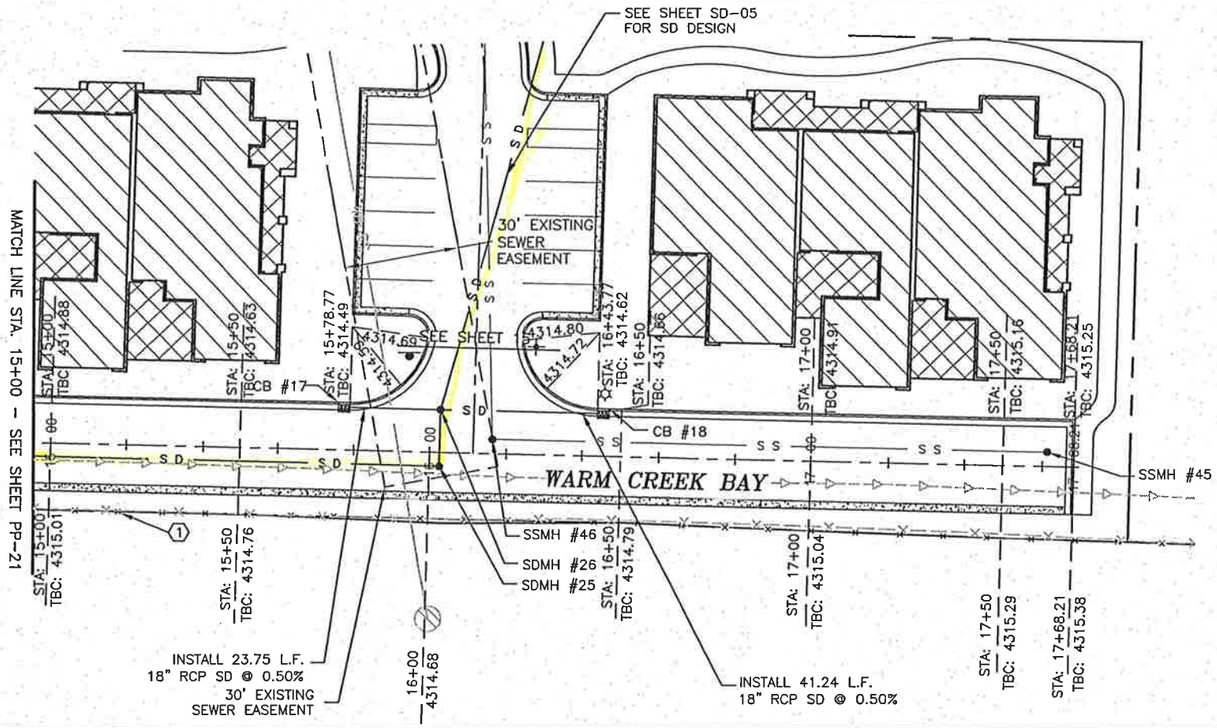
THE VILLAGE AT RIVERWALK

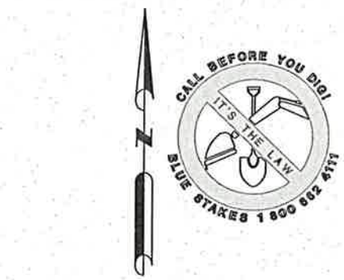
PLAN & PROFILE SHEET

PROJECT NO.: 04122

SHEET NO. PP-21

FILE NAME: PP-21 SCALE: AS SHOWN

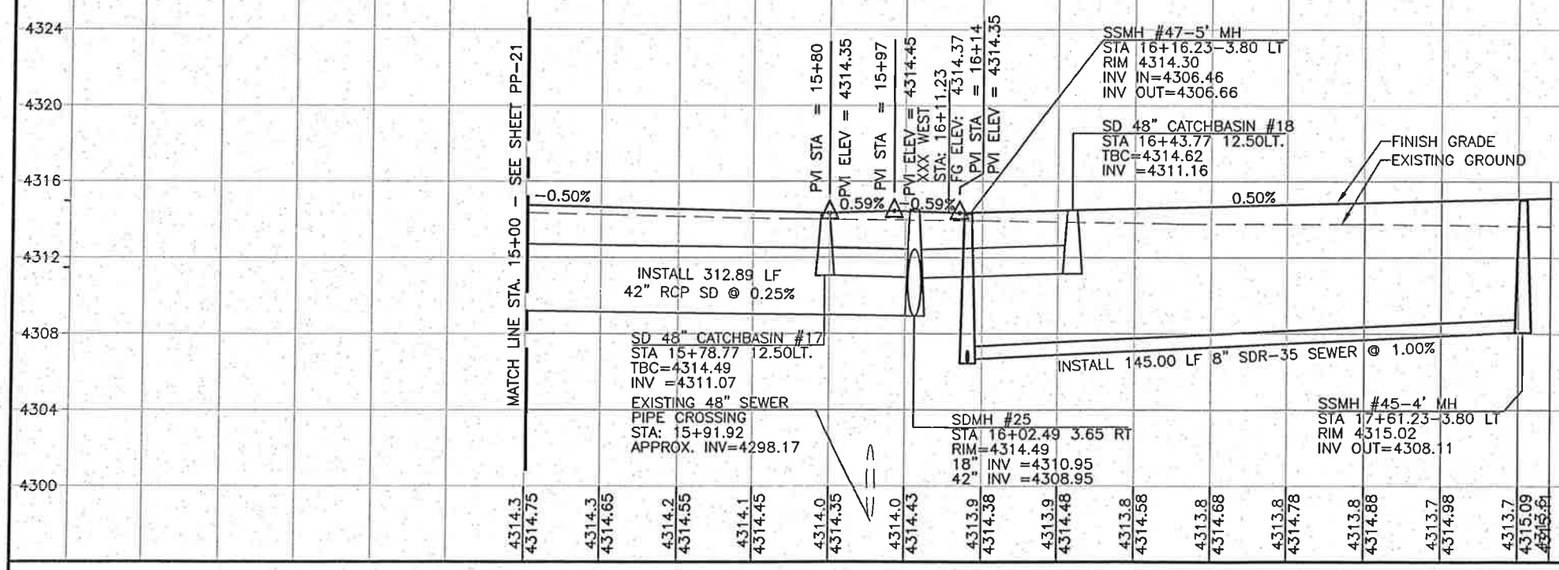




GRAPHIC SCALE
0 10' 20' 40' 60'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47



REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
9/24/03
STATE OF UTAH

NO.	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 PROJECT ENGINEER DATE
APPROVED BAK 7/8/05 PROJECT MANAGER DATE

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
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Lehi, UT 84043
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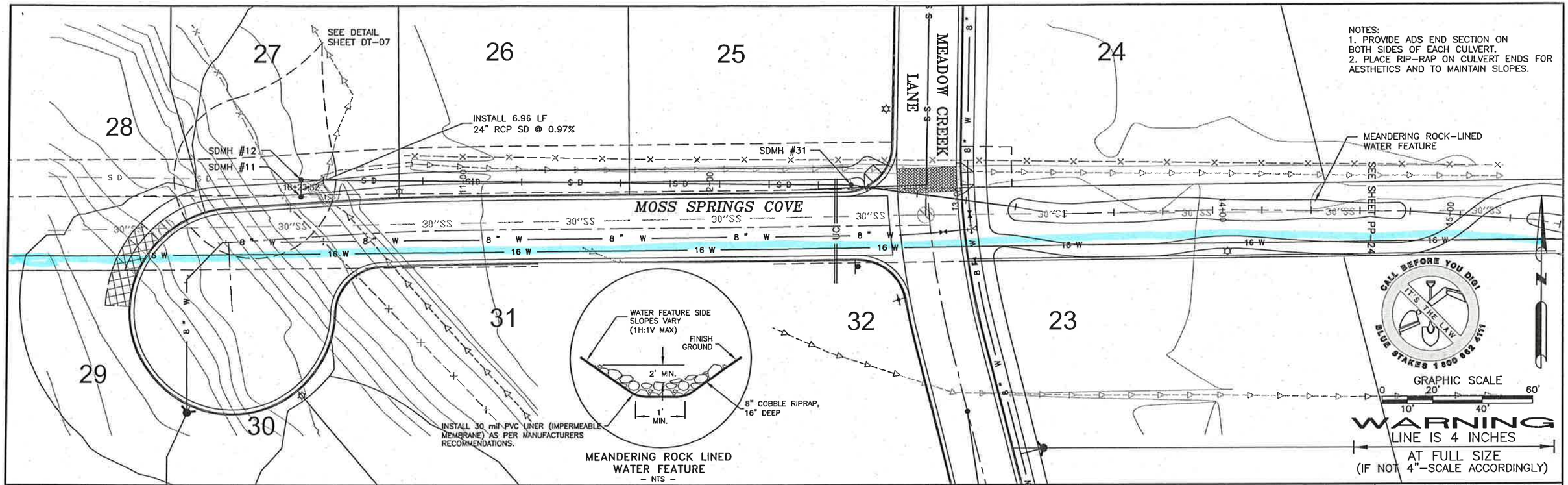
THE VILLAGE AT RIVERWALK

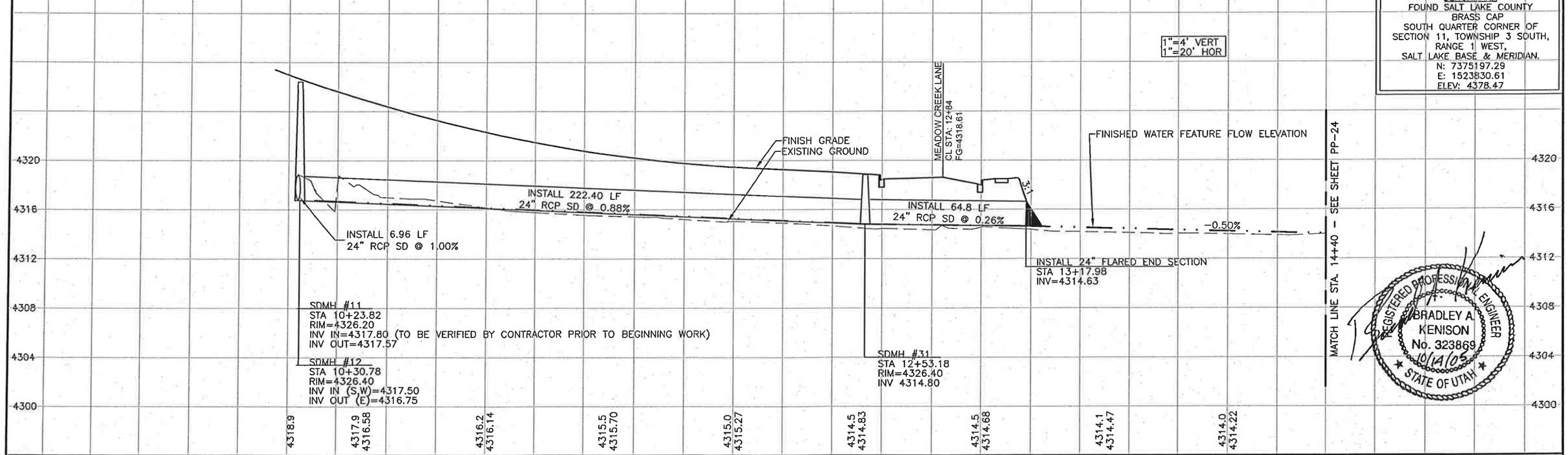
PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-22
FILE NAME: PP-22
SCALE: AS SHOWN

NOTES:
1. PROVIDE ADS END SECTION ON BOTH SIDES OF EACH CULVERT.
2. PLACE RIP-RAP ON CULVERT ENDS FOR AESTHETICS AND TO MAINTAIN SLOPES.



BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47



REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

NO.	REVISIONS	BY	DATE

DRAWN GSB	7/8/05 DATE	
CHECKED RWA PROJECT ENGINEER	7/8/05 DATE	
APPROVED BAK PROJECT MANAGER	7/8/05 DATE	

ARBOR
COMMERCIAL/RESIDENTIAL
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SANDY, UTAH 84070
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PHONE (801)768-7200, FAX (801)766-7201

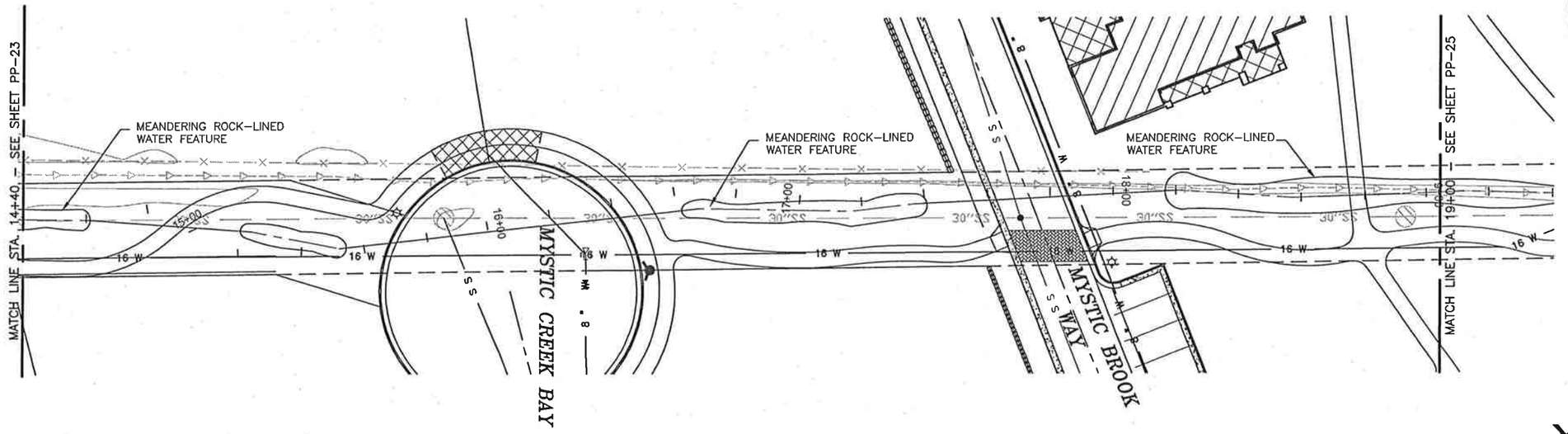
THE VILLAGE AT RIVERWALK

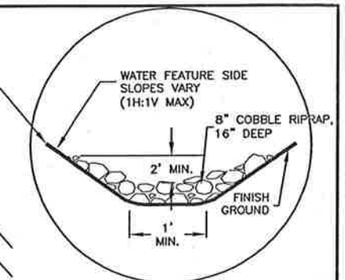
WATER PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-23
FILE NAME: PP-23
SCALE: AS SHOWN

NOTES:
1. PROVIDE ADS END SECTION ON BOTH SIDES OF EACH CULVERT.
2. PLACE RIP-RAP ON CULVERT ENDS FOR AESTHETICS AND TO MAINTAIN SLOPES.

INSTALL 30 mil PVC LINER (IMPERMEABLE MEMBRANE) AS PER MANUFACTURERS RECOMMENDATIONS.





MEANDERING ROCK LINED WATER FEATURE
- NTS -

CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1 800 662 4111

GRAPHIC SCALE
0 10' 20' 40' 60'

WARNING
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AT FULL SIZE
(IF NOT 4"-SCALE ACCORDINGLY)

BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
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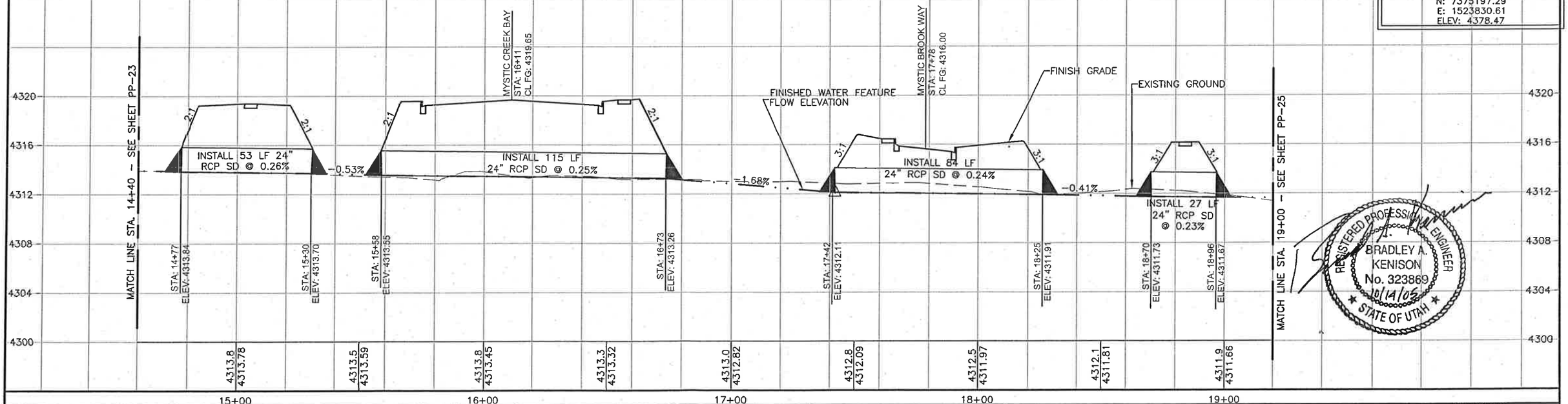
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

1"=4' VERT
1"=20' HOR



REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN GSB	DATE 7/8/05	
CHECKED RWA (PROJECT ENGINEER)	DATE 7/8/05	
APPROVED BAK (PROJECT MANAGER)	DATE 7/8/05	

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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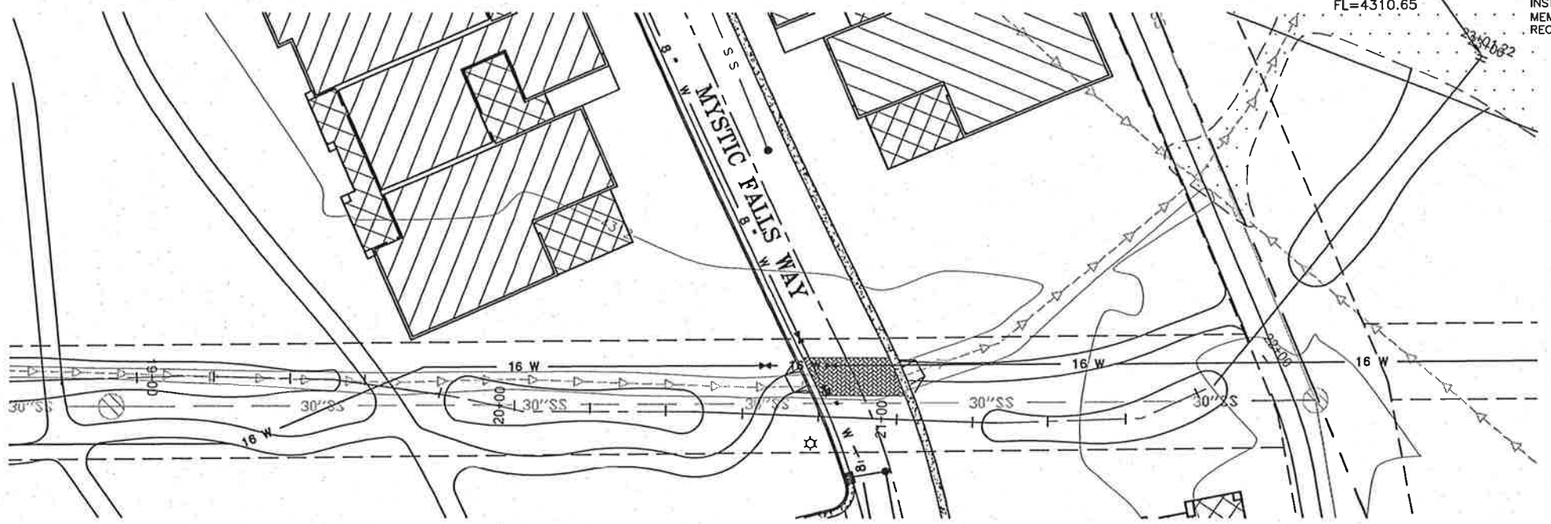
THE VILLAGE AT RIVERWALK

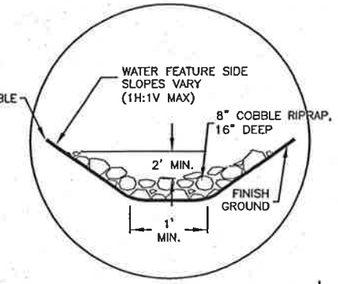
WATER PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP-24
FILE NAME: PP-24
SCALE: AS SHOWN

NOTES: PROVIDE ADS END SECTION ON BOTH SIDES OF EACH CULVERT. PLACE RIP-RAP ON CULVERT ENDS FOR AESTHETICS AND TO MAINTAIN SLOPES.



INSTALL 30 mil PVC LINER (IMPERMEABLE MEMBRANE) AS PER MANUFACTURERS RECOMMENDATIONS.



MEANDERING ROCK LINED WATER FEATURE
– NTS –

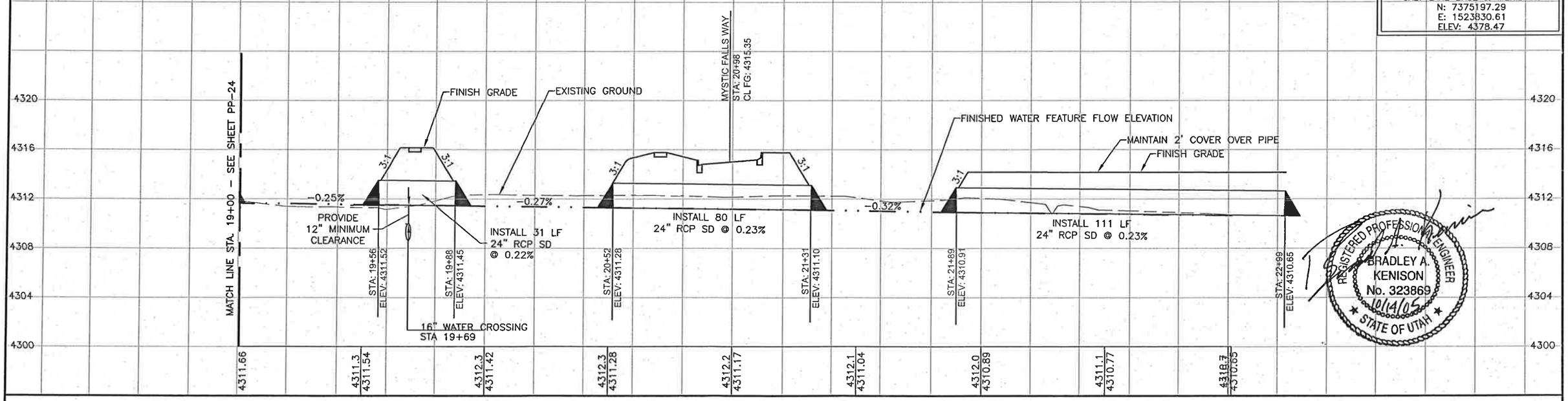
CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1 800 662 4111

GRAPHIC SCALE
0 10' 20' 40' 60'

WARNING
LINE IS 4 INCHES
AT FULL SIZE
(IF NOT 4"–SCALE ACCORDINGLY)

BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47

1"=4' VERT
1"=20' HOR



REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN GSB	7/8/05 DATE	
CHECKED RWA PROJECT ENGINEER	7/8/05 DATE	
APPROVED BAK PROJECT MANAGER	7/8/05 DATE	

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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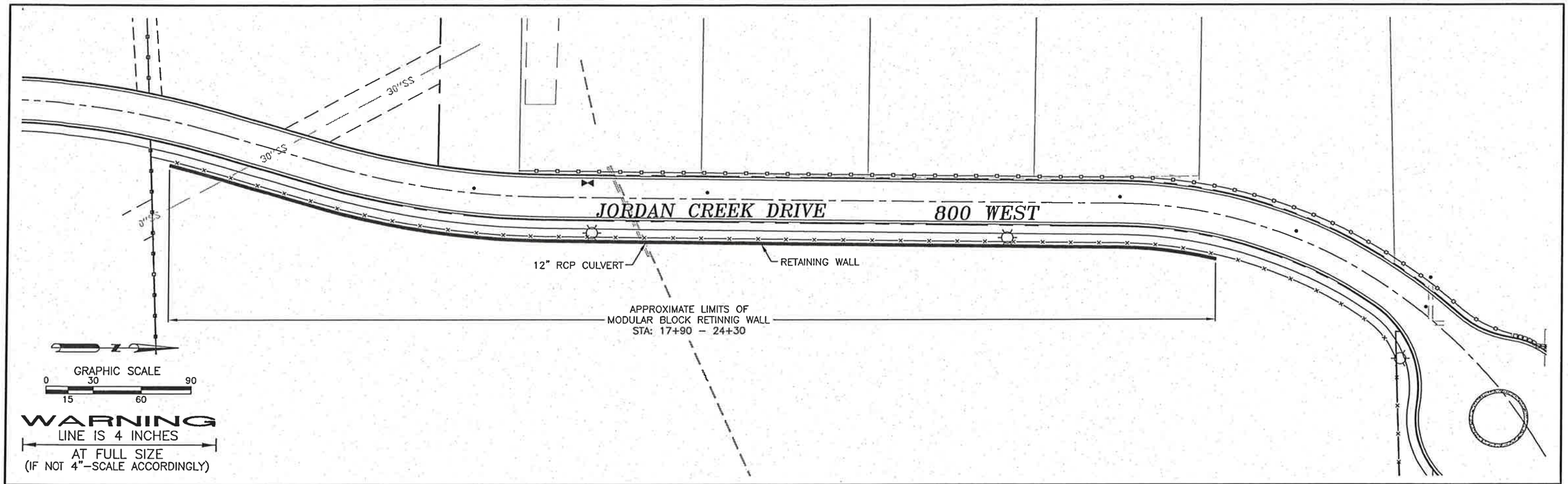
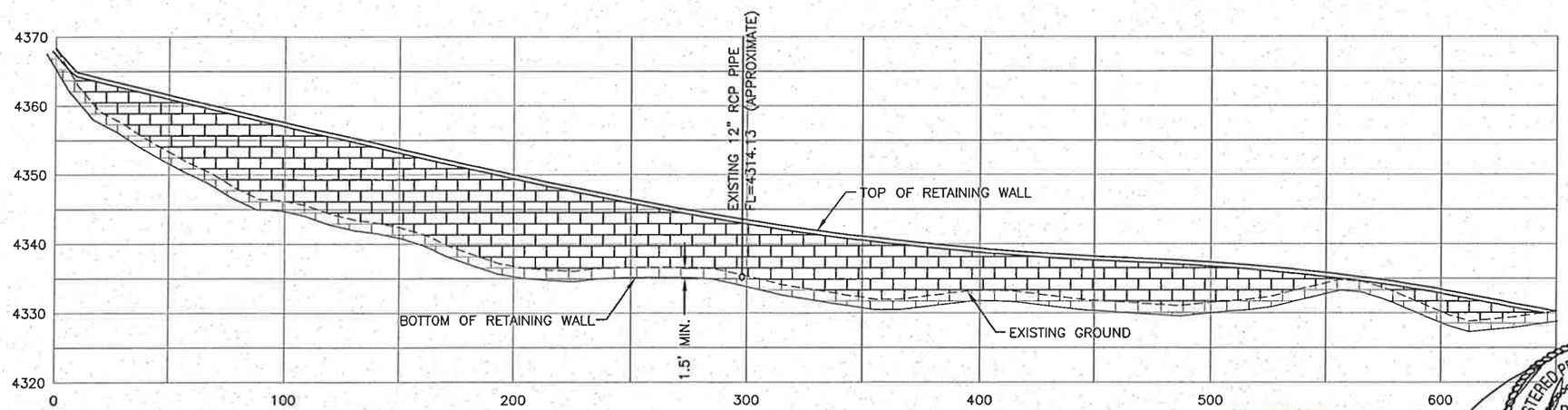
THE VILLAGE AT RIVERWALK

WATER PLAN & PROFILE SHEET

PROJECT NO.: 04122
SHEET NO. PP–25
FILE NAME: PP–25
SCALE: AS SHOWN





NOTE:

1. BOTTOM OF RETAINING WALL MAY STEP IN 8 OR 16 INCH INCREMENTS AND MUST REMAIN A MINIMUM OF 1.5 FEET BELOW THE EXISTING GROUND.

APPROVED
10/17/05

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

CALL BEFORE YOU DIG!
IT'S THE LAW
BLUE STAKES 1 800 662 4111

HORIZONTAL
11x17 – 1"=60'
24x36 – 1"=30'
VERTICAL
11x17 – 1"=20'
24x36 – 1"=10'

NO.	REVISIONS	BY	DATE

DRAWN TT 7/8/05 DATE
CHECKED BAK 7/8/05 DATE
PROJECT ENGINEER
APPROVED BMC 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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THE VILLAGE AT RIVERWALK

RETAINING WALL PLAN & PROFILE

PROJECT NO.: 04122
SHEET NO. RW-01
FILE NAME: RW-01 SCALE: AS SHOWN

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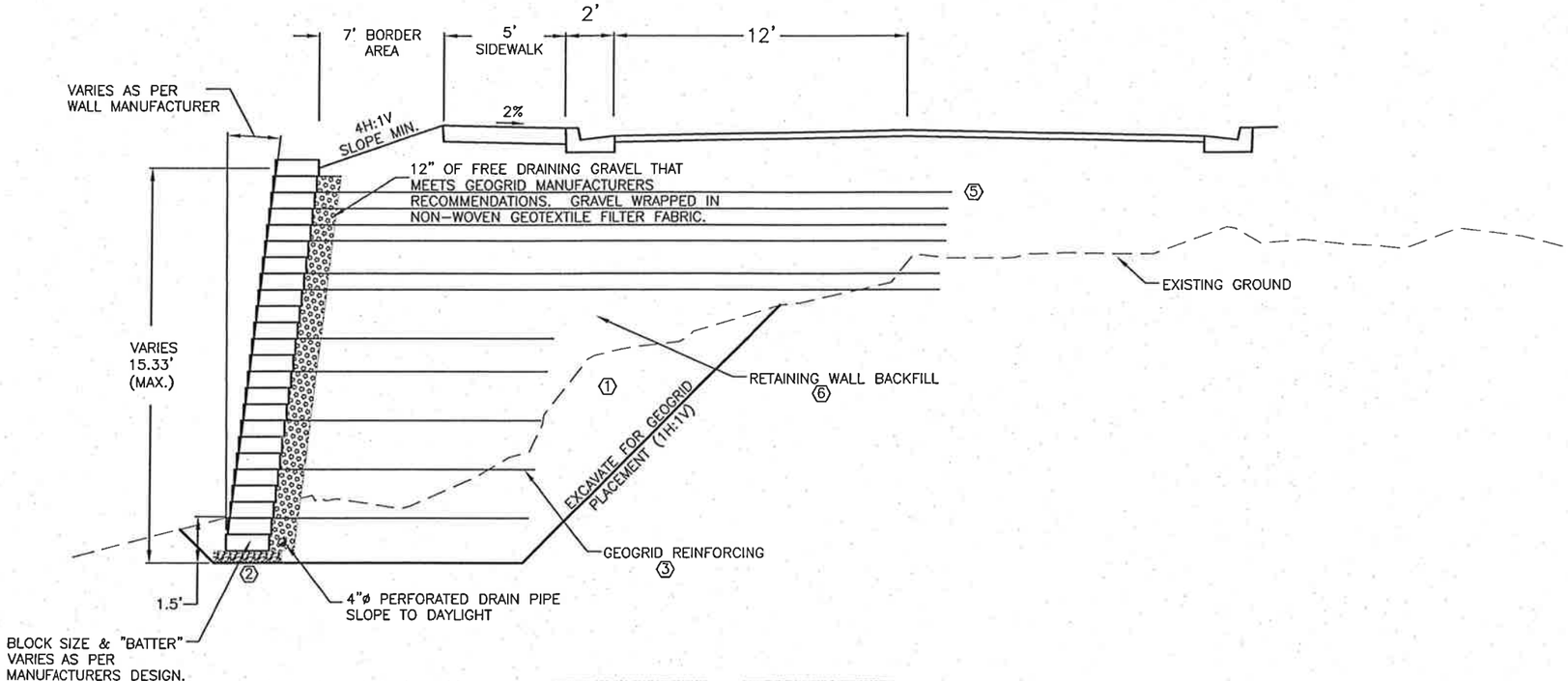


NOTES

1. EXCAVATE EXISTING GRADE AS REQUIRED FOR CONSTRUCTION OF LEVELING PAD AND PLACEMENT OF GEOGRID.
2. CONSTRUCT LEVELING PAD 6"MIN THICKNESS
3. GEOGRID REINFORCING SHALL CONSIST OF TENSAR UX1400SB OR EQUIVALENT INSTALLED WITH MACHINE (ROLL) DIRECTION PERPENDICULAR TO WALL FACE:

HEIGHT (ft)	COURSE	LENGTH (ft)*
1.33	3	10.5
3.33	6	10.5
5.33	9	10.5
7.33	12	10.5
8.67	14	10.5
10.67	17	26
11.33	18	26
12.67	20	26
13.33	21	26
14.00	22	26
14.67	23	26

*SEE NOTE 5

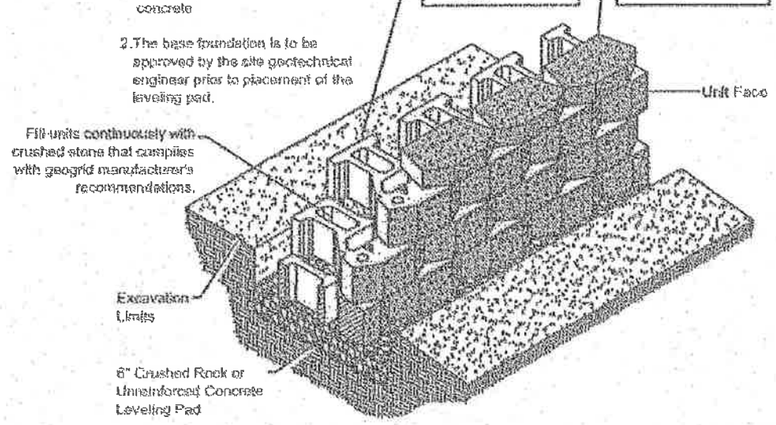
5. 26 FT. REINFORCMENT LAYER TO BE PLACED BELOW TOP COURSE FOR ALL WALL HEIGHTS GREATER THAN 10 FEET.
6. SELECT OR SEMI-SELECT BACKFILL AS DESCRIBED IN REPORT TEXT.

Base Leveling Pad Notes:

1. The leveling pad is to be constructed of crushed stone or 2,000 psi± unreinforced concrete
2. The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.

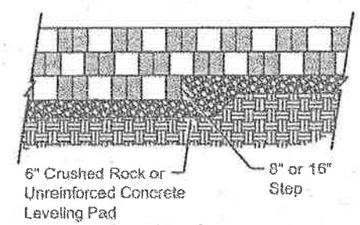
Standard Unit	
Width:	18"
*Depth:	21 1/2"
Height:	8"
*Weight:	115 lbs

Cap Unit	
Width:	18"
*Depth:	10 1/2"
Height:	4"
*Weight:	45 lbs

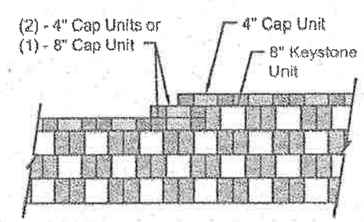


Standard Unit/Base Pad Isometric Section View

* Dimensions & Weight May Vary by Region



Elevation



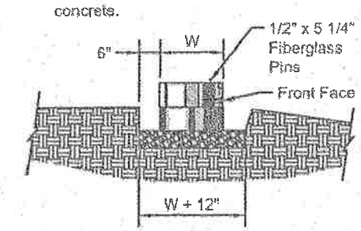
Note:

1. Secure all cap units with Keystone Kapseal or equal.

Top of Wall Steps

Note:

1. The leveling pad is to be constructed of crushed stone or 2000 psi ± unreinforced concrete.



Section

Leveling Pad Detail

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

NO.	REVISIONS	BY	DATE

DRAWN TT 7/8/05 DATE
CHECKED BAK 7/8/05 DATE (PROJECT ENGINEER)
APPROVED BMC 7/8/05 DATE (PROJECT MANAGER)

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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THE VILLAGE AT RIVERWALK

RETAINING WALL DETAILS

PROJECT NO.: 04122
SHEET NO. RW-02
FILE NAME: RW-02 SCALE: AS SHOWN

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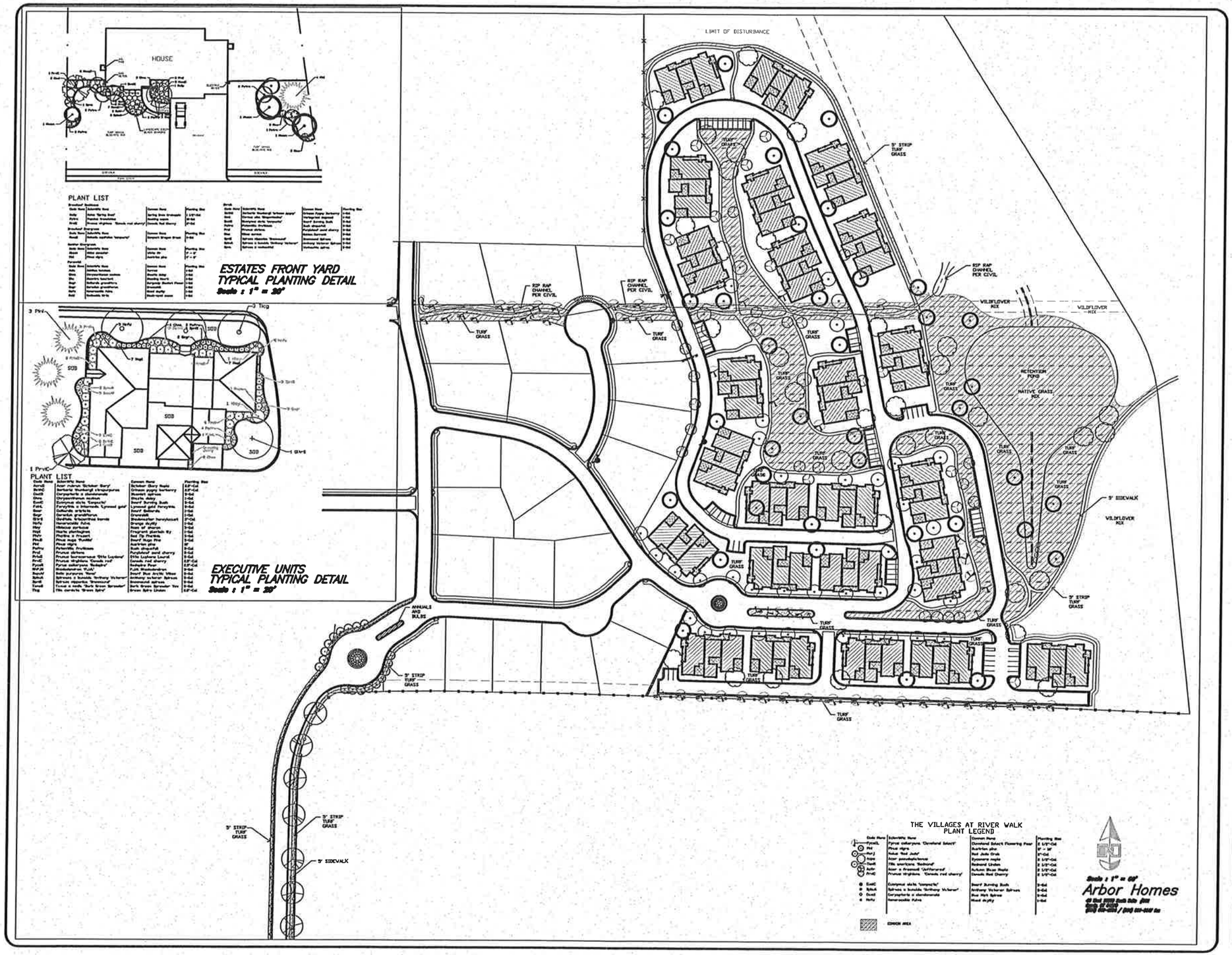


SELLEY LANDSCAPE DESIGN
13536 ABISTRY LANE
HERRIMAN, UTAH
84065
(801) 446-9550

THE VILLAGES AT RIVERWALK

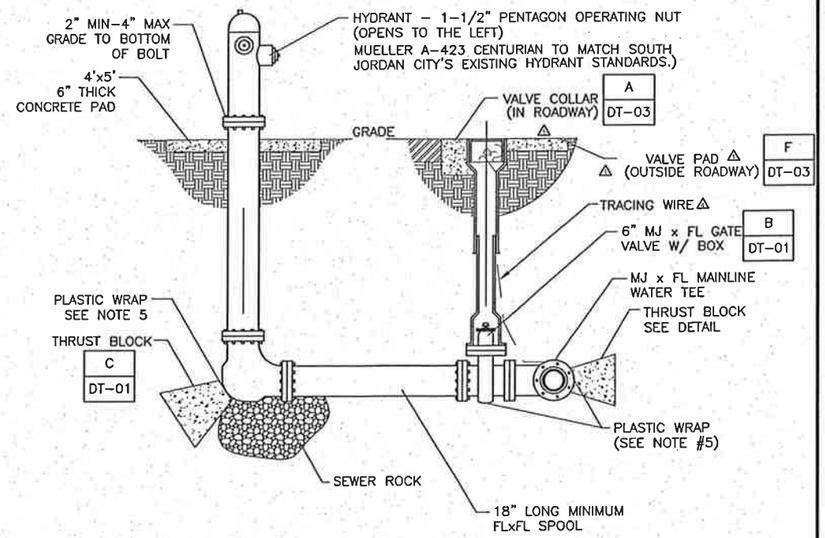
SOUTH JORDAN, UTAH

LANDSCAPE PLANTING PLAN

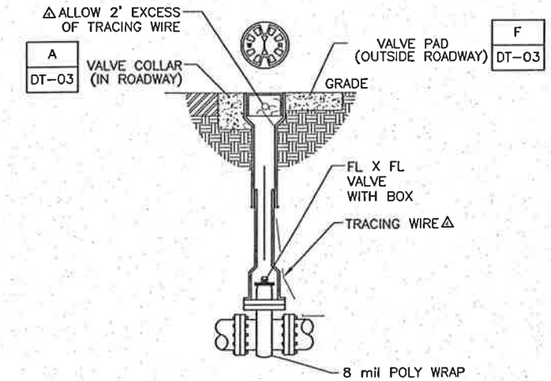
DATE: 6-20-05
DRAWN BY: JS
CHECKED BY: JS
JOB NO: 200505

SHEET NO:
L2.1

1. INSPECTION: PRIOR TO BACKFILLING, SECURE INSPECTION OF INSTALLATION BY ENGINEER.
2. BACKFILL: INSTALL AND COMPACT ALL BACKFILL MATERIAL PER SPECIFICATIONS.
3. HYDRANT: DRY BARREL PER AWWA C502.
   A. PROVIDE AT LEAST 1 CUBIC YARD OF SEWER ROCK AROUND DRAIN HOLE AT BASE OF HYDRANT. PLACE TAR PAPER OR PLASTIC OVER SEWER ROCK TO PREVENT SILTING.
   B. PAINT FIRE HYDRANT RED PER SOUTH JORDAN CITY'S REQUIREMENTS.
   C. APPLY POLY-FM GREASE TO ALL BURIED METAL SURFACES. WRAP WITH 8 mil THICK POLYETHYLENE SHEET AND TAPE WRAP.
   D. NOTIFY FIRE DEPARTMENT AS SOON AS HYDRANT IS PLACED IN SERVICE.
4. THRUST BLOCKS: REQUIRED FOR ALL CONNECTIONS INCLUDING FLANGED OR WELDED PIPE SYSTEMS.
5. PLASTIC WRAP: PRIOR TO POURING CONCRETE, APPLY POLY-FM GREASE AND WRAP PIPE SYSTEM AND FITTINGS WITH 8 mil THICK PLASTIC SHEET TO PREVENT BONDING OF CONCRETE TO PIPE SYSTEM AND FITTINGS.
6. PLACE FOUR (4) PROTECTIVE BOLLARDS AROUND HYDRANT AS DIRECTED BY BY SOUTH JORDAN CITY. SEE DETAIL 'B' SHEET DT-03



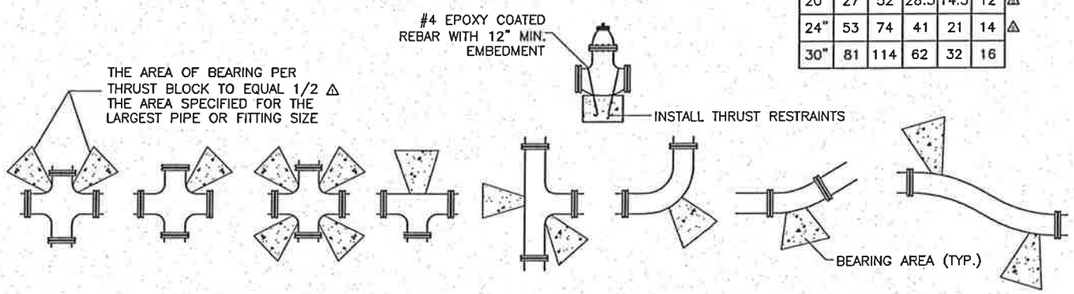
A FIRE HYDRANT WITH VALVE
N.T.S.



B VALVE DETAIL
N.T.S.

1. INSPECTION: PRIOR TO BACKFILLING AROUND THRUST BLOCK, SECURE INSPECTIONS OF INSTALLATION BY ENGINEER.
2. BACKFILL: INSTALL AND COMPACT ALL BACKFILL MATERIAL PER SPECIFICATIONS.
3. CONCRETE: CLASS 2,000 MINIMUM. POUR CONCRETE AGAINST UNDISTURBED SOIL.
4. PIPE JOINTS: DO NOT COVER WITH CONCRETE. LEAVE COMPLETELY ACCESSIBLE.
5. GREASE: APPLY POLY-FM GREASE TO ALL BURIED METAL SURFACES. WRAP WITH 8 MIL THICK POLYETHYLENE SHEET AND TAPE WRAP.
6. SPECIAL CONSTRUCTION REQUIREMENTS:
   A. THRUST DESIGN FOR PIPE SIZES OR CONFIGURATIONS NOT SHOWN REQUIRE SPECIAL DESIGN.
   B. BEARING AREAS, VOLUMES, AND SPECIAL THRUST BLOCKING DETAILS SHOWN ON DRAWINGS TAKE PRECEDENCE OVER THIS PLAN.
   C. REINFORCING STEEL BARS TO BE EPOXY COATED AT LEAST 15 MILS THICK. MINIMUM STRESS YIELD STRENGTH OF TIE DOWN BARS IS 70,000 PSI.
   D. LOCKING RESTRAINT DEVICES MAY BE USED IN CONJUNCTION WITH CONCRETE THRUST BLOCKING (AT OPTION OF ENGINEER).
   E. RESTRAINT SIZING IS BASED UPON A MAXIMUM OPERATING PRESSURE OF 150 PSI AND A TEST PRESSURE OF 200 PSI, AND A MINIMUM SOIL BEARING STRESS OF 2,000 PSF. OPERATING PRESSURES IN EXCESS OF 150 PSI OR SOILS WITH LESS THAN 2,000 POUND BEARING STRENGTH WILL REQUIRE SPECIAL DESIGN.
   F. CONCRETE MUST BE ALLOWED TO CURE IN THRUST RESTRAINTS FOR 5 DAYS PRIOR TO PRESSURIZING WATER LINES OR HAVE ADDITIONAL APPROVED THRUST RESTRAINTS INSTALLED PRIOR TO PRESSURIZING THE WATER LINE.

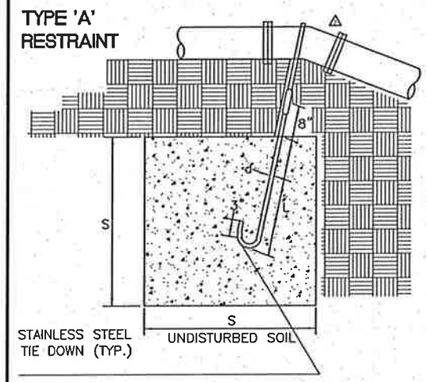
MINIMUM BEARING AREA IN SQ. FT.					
SIZE OF PIPE	TEES, VALVES DEAD ENDS	90° BENDS	45° BENDS	22 1/2° BENDS	11 1/4° BENDS
4"	2	3	2	2	2
6"	4	5.5	3	1.5	1
8"	6.5	9.5	5	2.75	1.5
12"	14	20	11	5.5	3
14"	19	26.5	14.5	7.5	4
16"	24	34	18.5	9.5	6
20"	27	52	28.5	14.5	12
24"	53	74	41	21	14
30"	81	114	62	32	16



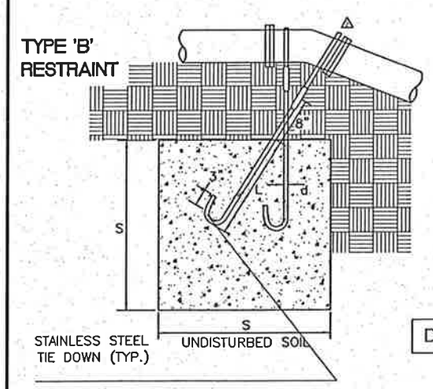
C DIRECT BEARING THRUST BLOCK/TIE DOWN RESTRAINTS
N.T.S.

11-21-03 PSE REVIEW	CS	11/03
12-12-03 REVIEW	CS	12/03
1-04 REVIEW	CS	01/04
2-04 REVIEW	CS	02/04
3-04 REVIEW	CS	03/04
3-18 REVIEW	CS	03/18

TYPE 'A' RESTRAINT



TYPE 'B' RESTRAINT



TYPE 'A' RESTRAINT
FOR 11 1/4°-22 1/2° VERTICAL BENDS

TABLE OF DIMENSIONS

	VB		S	d	L
PIPE SIZE NOMIN. DIAMETER - INCH	VERTICAL BEND DEGREES	NO. OF CU FT. OF CONC. BLOCKING	SIDE OF CUBE FEET	DIAMETER OF SHACK OR REBAR RODS-INCH	DEPTH OF RODS IN CONCRETE FT.
4"	11 1/4	8	2.0	5/8"	1.5
	22 1/2°	15.6	2.5	5/8"	2.0
6"	11 1/4	15.6	2.5	5/8"	2.0
	22 1/2°	34.3	3.25	5/8"	2.0
8"	11 1/4	27	3.0	5/8"	2.0
	22 1/2°	64	4.0	5/8"	2.0
12"	11 1/4	64	4.0	3/4"	2.0
	22 1/2°	125	5.0	3/4"	3.0
16"	11 1/4	107	4.25	7/8"	3.0
	22 1/2°	216	6.0	7/8"	4.0
20"	11 1/4	138	5.17	1"	3.5
	22 1/2°	334	6.94	1"	4.0
24"	11 1/4	240	6.22	1"	4.0
	22 1/2°	476	7.81	1"	4.0
30"	11 1/4	369	7.17	1"	4.0
	22 1/2°	733	9.02	1"	4.0

TYPE 'B' RESTRAINT
FOR 45° VERTICAL BENDS

TABLE OF DIMENSIONS

	VB		S	d	L
PIPE SIZE NOMIN. DIAMETER - INCH	VERTICAL BEND DEGREES	NO. OF CU C.Y. OF CONC. BLOCKING	SIDE OF CUBE FEET	DIAMETER OF SHACK OR REBAR RODS-INCH	DEPTH OF RODS IN CONCRETE FT.
4"	45°	1	3.0	5/8" / 5/8"	2.0
6"	45°	2.37	4.0	5/8" / 5/8"	2.5
8"	45°	3.97	4.75	5/8" / 5/8"	2.0
12"	45°	9.04	6.25	5/8" / 5/8"	4.0
16"	45°	17.24	7.75	3/4" / 3/4"	4.0
20"	45°	26.52	8.95	3/4" / 3/4"	4.0
24"	45°	37.82	10.07	3/4" / 3/4"	4.0
30"	45°	58.26	11.63	3/4" / 3/4"	4.0

D TIE DOWN THRUST RESTRAINTS
N.T.S.

APPROVED
10/17/05

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
9/24/05
STATE OF UTAH

NO.	REVISIONS	BY	DATE

DRAWN TT 7/8/05 DATE
CHECKED BAK 7/8/05 DATE
PROJECT ENGINEER
APPROVED BMC 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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Lehi, UT 84043
PHONE (801)768-7200, FAX (801)768-7201

THE VILLAGE AT RIVERWALK

STANDARD WATER DETAIL

PROJECT NO.: 04122
SHEET NO. DT-01
FILE NAME: WDT-01
SCALE: AS SHOWN

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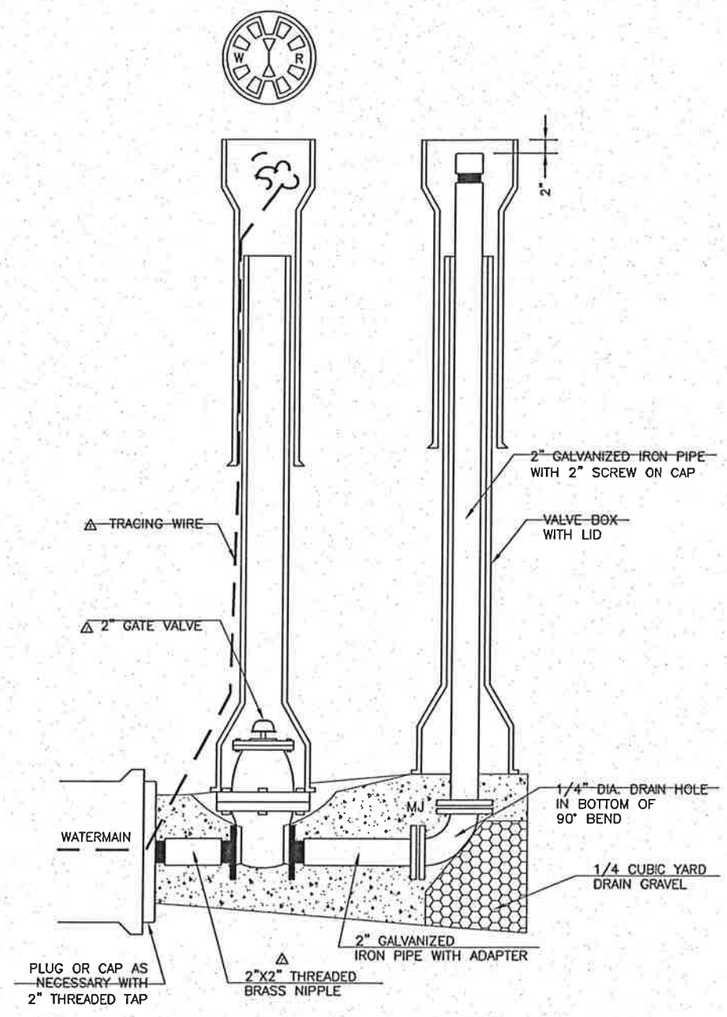
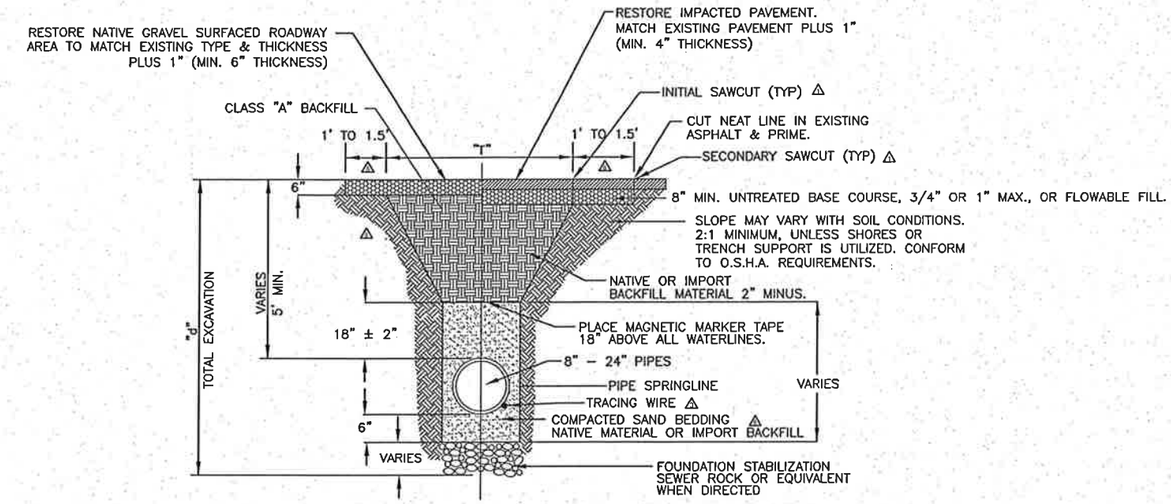


1. INSPECTION: PRIOR TO BACKFILLING AROUND THRUST BLOCK, SECURE INSPECTION OF INSTALLATION BY ENGINEER.
2. BACKFILL: INSTALL AND COMPACT ALL BACKFILL MATERIAL PER SPECIFICATIONS.
3. CONCRETE: CLASS 2,000 MINIMUM. POUR CONCRETE AGAINST UNDISTURBED SOIL.
4. TAPE: APPLY TAPE WRAP TO THE EXTERIOR OF ALL GALVANIZED PIPE PER AWWA C209
5. SPECIAL DESIGN: WATERMAINS 12" AND LARGER WILL REQUIRE SPECIAL WASHOUT ASSEMBLY DESIGN.
6. DRAINAGE: AFTER INSTALLATION OF WASHOUT VALVE ASSEMBLY, VERIFY THE WASHOUT VALVE RISER DRAINS TO GRAVEL.
7. WRAP ALL FOOTINGS PRIOR TO PLACEMENT OF THRUST BLOCKING

A WASHOUT VALVE ASSEMBLY
N.T.S.



B TYPICAL TRENCH DETAIL
N.T.S.

NO.	REVISIONS	BY	DATE

DRAWN	TT	7/8/05 DATE
CHECKED	BAK PROJECT ENGINEER	7/8/05 DATE
APPROVED	BMC PROJECT MANAGER	7/8/05 DATE

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THE VILLAGE AT RIVERWALK

STANDARD WATER DETAIL

PROJECT NO.: 04122
SHEET NO. DT-02
FILE NAME: WDT-02
SCALE: AS SHOWN

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
7/8/05
STATE OF UTAH

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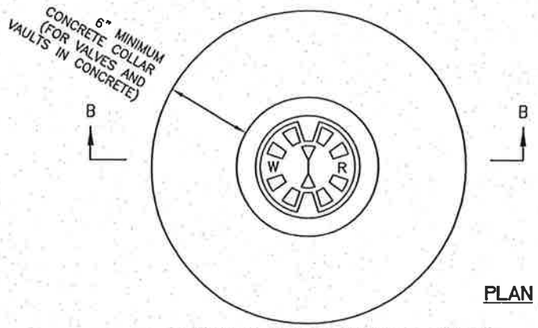
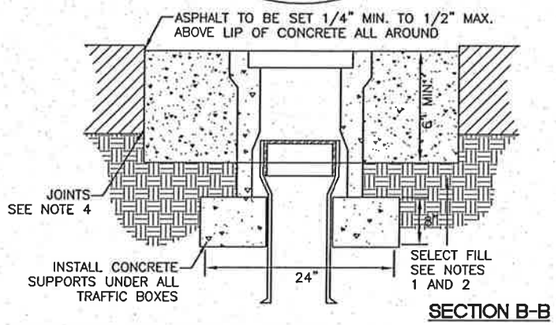


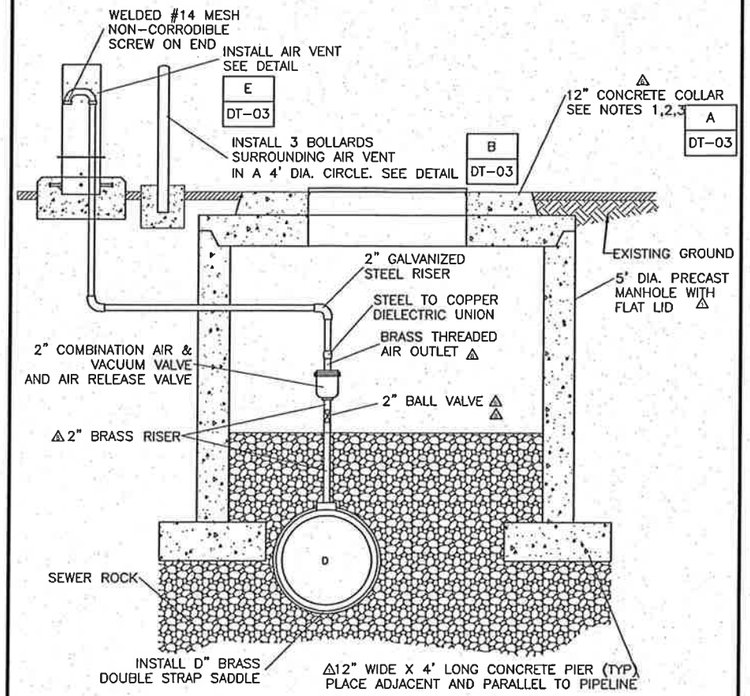
PLAN



SECTION B-B

1. BACKFILL: INSTALL AND COMPACT ALL BACKFILL MATERIAL PER SPECIFICATIONS 2. SELECT FILL: USE UNTREATED BASE COURSE GRADE 3/4" MAXIMUM PER SPECIFICATIONS. USE OF SEWER ROCK OR RECYCLED AGGREGATE REQUIRES ENGINEER'S WRITTEN APPROVAL.
3. CONCRETE: CLASS 4,000. APPLY A SEALING/CURING COMPOUND PER SPECIFICATIONS.
4. JOINTS: PROVIDE A NEAT STRAIGHT JOINT BETWEEN EXISTING AND NEW ASPHALT CONCRETE SURFACES. PROVIDE CONCENTRIC CIRCLE CUT. CLEAN EDGES OF ALL DIRT, OIL AND LOOSE DEBRIS.

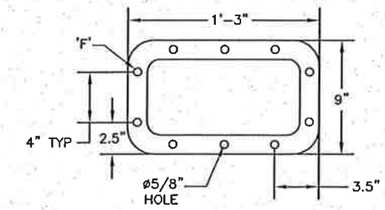
A COVER COLLAR (IN PAVEMENT)△
SCALE



1. INSPECTION: PRIOR TO BACKFILLING AROUND THE ASSEMBLY, SECURE INSPECTION OF INSTALLATION BY ENGINEER.
2. BACKFILL: INSTALL AND COMPACT ALL BACKFILL MATERIAL PER SPECIFICATIONS
3. CONCRETE: CLASS 4,000. APPLY A SEALING/CURING COMPOUND PER SPECIFICATIONS
4. SMALL FITTINGS: PROVIDE BRASS FITTINGS AND NIPPLES IF NOT SPECIFIED OTHERWISE. DO NOT USE GALVANIZED MATERIALS.

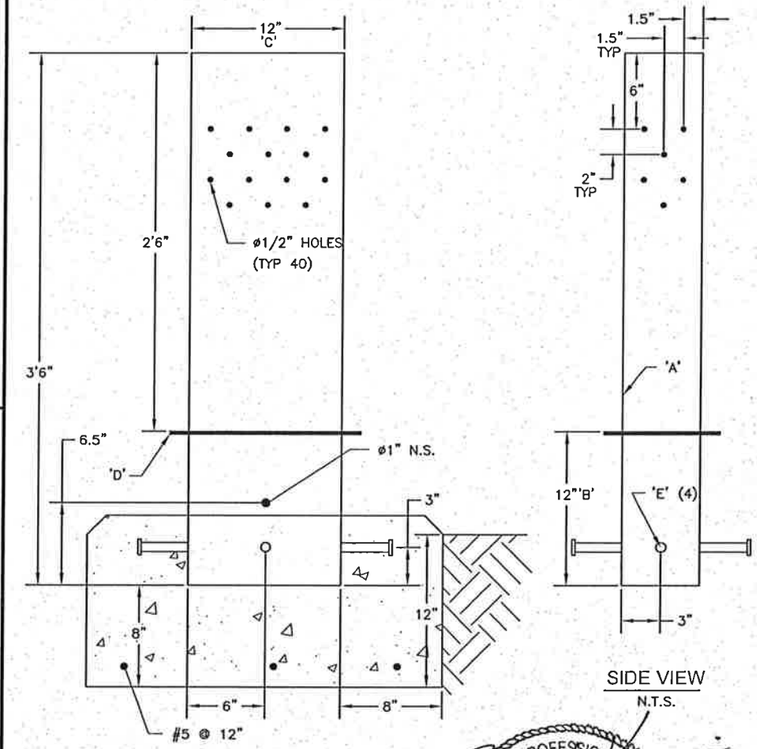
C COMBINATION AIR VACUUM VALVE ASSEMBLY
SCALE

PARTS LIST		
ITEM	QTY	DESCRIPTION
A	1	TS 12" x 6" x 1/4" x 2'-6"
B	1	TS 12" x 6" x 1/4" x 12"
C	1	1/4" PL - 6" x 1'-0"
D	2	1/4" PL - 9" x 1'-3"
E	4	ø3/4" x 4" H.S.A.
F	10	ø1/2" x 3" BREAKAWAY BOLTS



FLANGE DETAIL
ITEMS REMOVED FOR CLARITY, N.T.S.

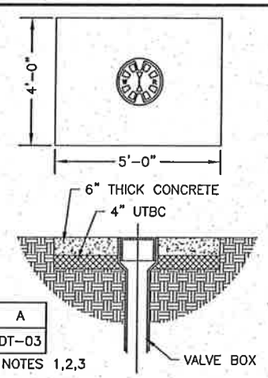
1. OPEN TO AIR-PLACE A NO. 14 MESH NON-CORRODIBLE SCREEN OVER THE OPEN END OF P.V.C. PIPE. ATTACH W/S.S. HOSE CLAMP.
2. HOT DIPPED GALVANIZED STEEL STAND PIPE FOR AIR VENT.
3. 1 ½" MIN. CHAMFER ALL AROUND CONCRETE BASE.



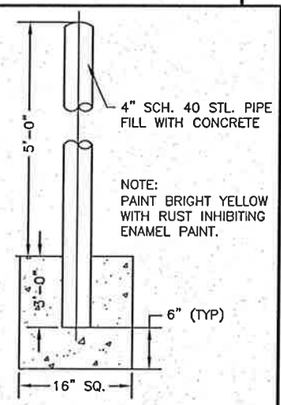
FRONT VIEW
N.T.S.

SIDE VIEW
N.T.S.

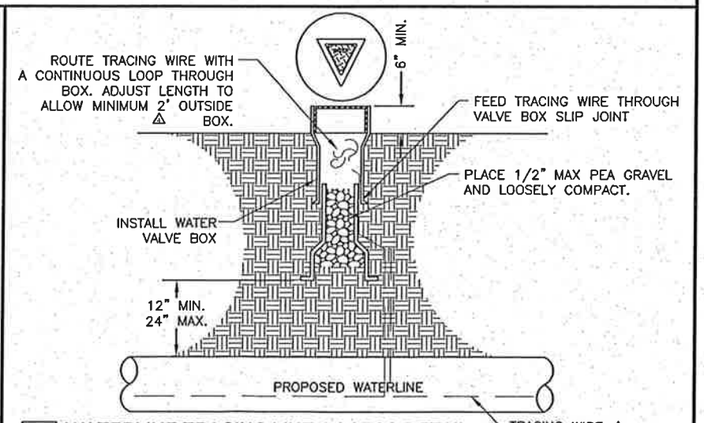
E AIR VENT DETAIL
SCALE



△
F VALVE PAD (OUTSIDE PAVEMENT)
SCALE



B BOLLARD DETAIL
SCALE



D WATERLINE TRACING LINE ACCESS DETAIL
SCALE

△	11-21-03 PSE REVIEW	CS	11/03
△	12-12-03 REVIEW	CS	12/03
△	1-04 REVIEW	CS	01/04
△	2-04 REVIEW	CS	02/04
△	2-04 REVIEW	CS	02/04
△	2-05 REVIEW	CS	02/05

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
7/7/05
STATE OF UTAH

NO	REVISIONS	BY	DATE

DRAWN TT 7/8/05 DATE
CHECKED BAK 7/8/05 PROJECT ENGINEER DATE
APPROVED BMC 7/8/05 PROJECT MANAGER DATE

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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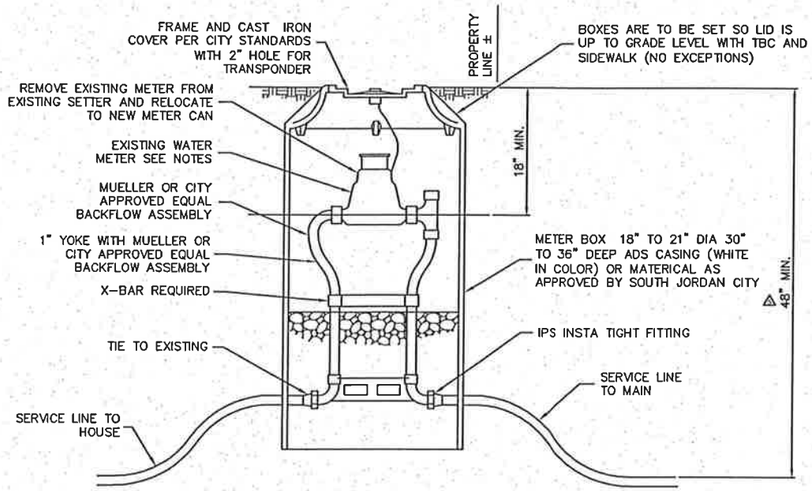
Lehi, UT 84043
PHONE (801)768-7200, FAX (801)768-7201

THE VILLAGE AT RIVERWALK

STANDARD WATER DETAIL

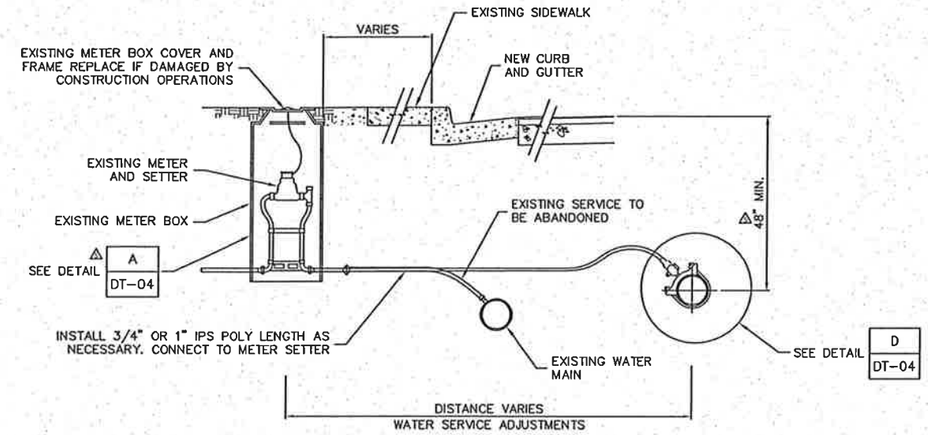
PROJECT NO.: 04122
SHEET NO. DT-03
FILE NAME: WDT-03 SCALE: AS SHOWN

Q:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Prelim\13-PRE-DETAILS.dwg 5/2/2005 3:47:44 PM MST



NOTES:
1. INSPECTION: PRIOR TO BACKFILLING AROUND THE METER BOX, SECURE INSPECTION OF INSTALLATION BY ENGINEER.
2. BACKFILLING: INSTALL ALL BACKFILL MATERIAL PER APWA SECTION 02320 IN LIFTS NOT EXCEEDING 6 INCHES AFTER COMPACTION. COMPACT EACH LIFT TO A MINUMUM RELATIVE DENSITY OF 95 PERCENT.
3. PLACEMENT:
   A. DO NOT INSTALL METERS UNDER DRIVEWAY APPROACHES, SIDEWALKS, OR CURB AND GUTTER.
   B. IN NEW CONSTRUCTION, INSTALL METER AT CENTER OF LOT OR PER SOUTH JORDAN CITY REQUIREMENTS.
   C. ALL METERS ARE TO BE INSTALLED IN THE PARK STRIP OR WITHIN 4 FEET OF THE PROPERTY LINE (STREET SIDE).
4. METER ISSUES:
   A. PROTECT REMOTE READ METER ASSEMBLY INCLUDING TRANSDUCER AND CONNECTING WIRE.
   B. COORDINATE METER ASSEMBLY REMOVAL AND REPLACEMENT IN NEW YOKE WITH CITY WATER DEPARTMENT STAFF.
   C. COMPLETE METER RELOCATION WITHIN 4 HOUR SERVICE DISRUPTION WINDOW.
   D. REPAIR / REPLACE METER, TRANSDUCER AND/OR WIRING ON REMOTE METER READ ASSEMBLY AT NO COST TO CITY, AND TO CITY WATER DEPARTMENT SATISFACTION, IF DAMAGED DURING CONSTRUCTION.

A 1" METER SERVICE
SCALE

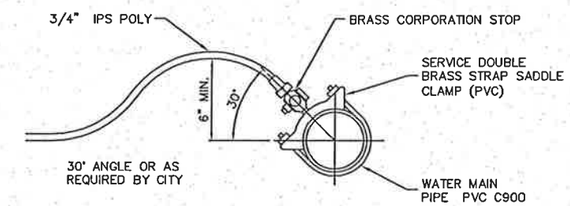


NOTE: FITTINGS – PROVIDE BRASS FITTINGS AND NIPPLES ON ALL SERVICE LINE CONNECTIONS. DO NOT USE GALVANIZED MATERIALS

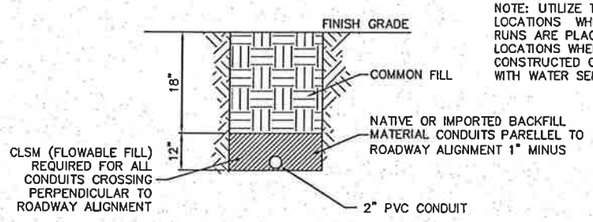
B TYPICAL CULINARY WATER SERVICE CONNECTION
SCALE

NOTES:
1. INSPECTION – PRIOR TO BACKFILLING AROUND TAPS, SECURE INSPECTION OF INSTALLATION BY SOUTH JORDAN WATER DEPARTMENT
2. BACKFILL – INSTALL AND COMPACT ALL BACKFILL MATERIAL PER
3. APWA SECTION 02320
4. TAPPING – PLACE TAPS A MINIMUM OF 24" APART. USE A TAPPING TOOL WHICH IS SIZED CORRESPONDING TO THE SIZE OF THE SERVICE LINE TO BE INSTALLED. NO TAPS WITHIN 24" OF END OF ANY PIPE.

TAPE – TEFLON TAPE IS REQUIRED ON ALL TAPS

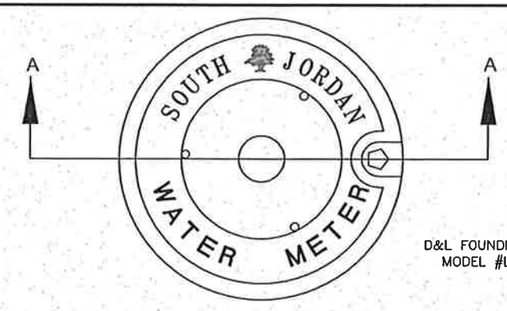


D SERVICE TAPS
SCALE

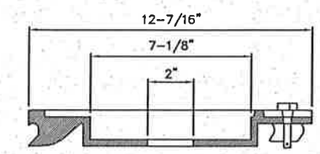


NOTE: UTILIZE THIS TRENCH DETAIL FOR ALL LOCATIONS WHERE FUTURE USE UTILITY CONDUIT RUNS ARE PLACED CROSSING ROADWAYS AND IN LOCATIONS WHERE CONDUITS CANNOT BE CONSTRUCTED ON BENCH OR SHELF IN COMBINATION WITH WATER SERVICE LINE INSTALLATION AS SHOWN.

C 2" FUTURE USE UTILITY CONDUIT TYPICAL TRENCHING DETAIL
SCALE



D&L FOUNDRY & SUPPLY
MODEL #L-2240-13



SECTION A-A

E WATER METER COVER
SCALE

NO	REVISIONS	BY	DATE
△	11-21-03 PSE REVIEW	CS	11/03
△	12-12-03 REVIEW	CS	12/03
△	1-04 REVIEW	CS	01/04
△	2-04 REVIEW	CS	02/04

SOUTH JORDAN CITY
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UTAH 84095

SOUTH JORDAN
CITY

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
9/24/05
STATE OF UTAH

DRAWN TT	7/8/05 DATE	
CHECKED BAK PROJECT ENGINEER	7/8/05 DATE	
APPROVED BMC PROJECT MANAGER	7/8/05 DATE	

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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THE VILLAGE AT RIVERWALK

STANDARD WATER DETAIL

PROJECT NO.: 04122
SHEET NO. DT-04
FILE NAME: WDT-04
SCALE: AS SHOWN

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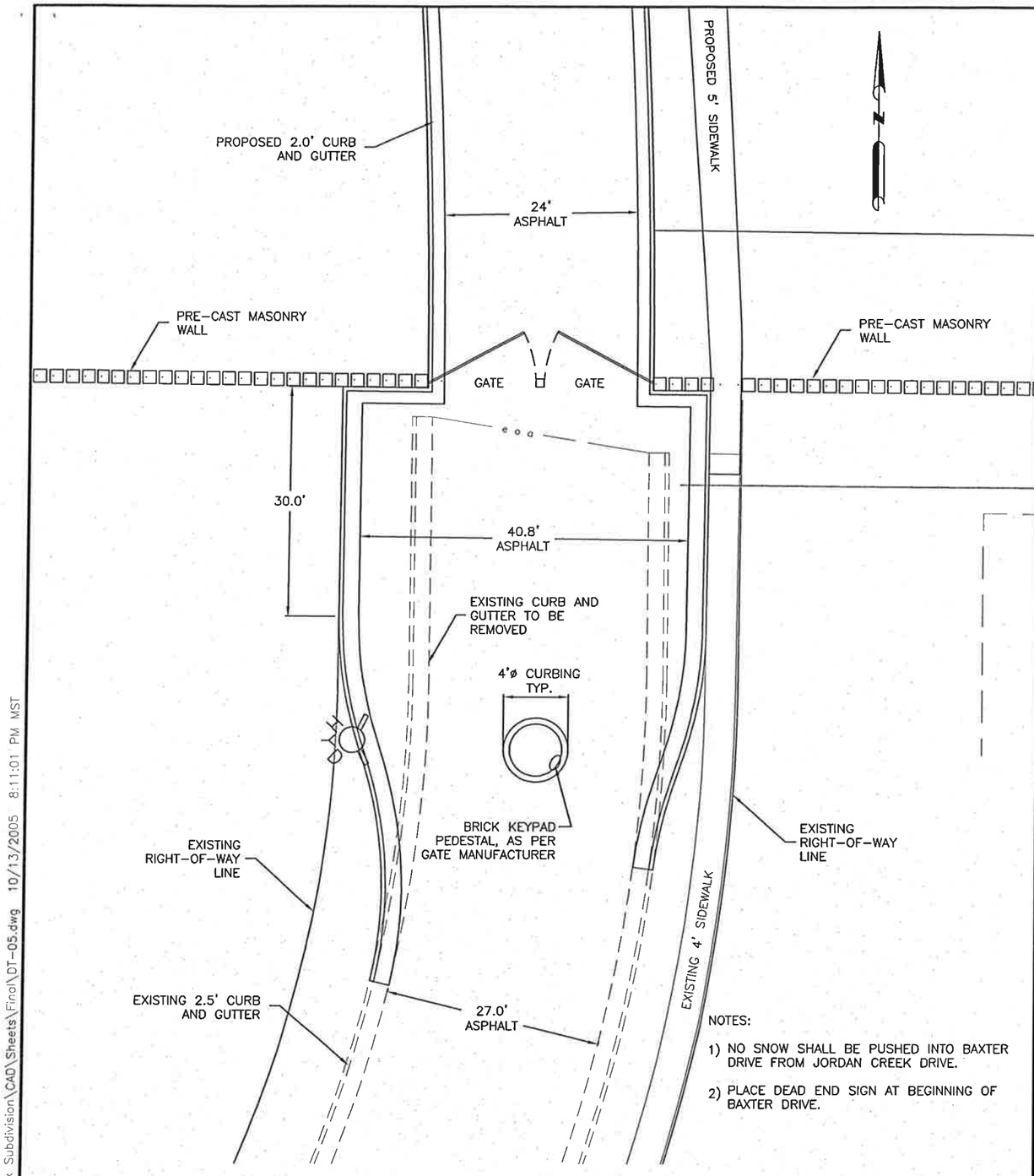
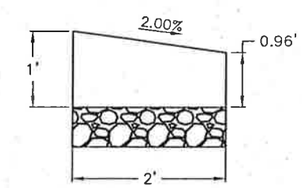


NOTES:

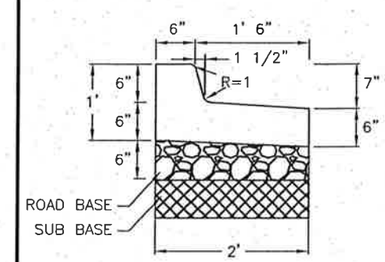
1) NO SNOW SHALL BE PUSHED INTO BAXTER DRIVE FROM JORDAN CREEK DRIVE.

2) PLACE DEAD END SIGN AT BEGINNING OF BAXTER DRIVE.

A ENTRANCE DETAIL
N.T.S.



SLOPED CURB
N.T.S.



REVERSE SLOPE CURB & GUTTER
N.T.S.

REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
10/14/05
STATE OF UTAH

NO.	REVISIONS	BY	DATE

DRAWN TT	7/8/05	DATE
CHECKED BAK (PROJECT ENGINEER)	7/8/05	DATE
APPROVED BMC (PROJECT MANAGER)	7/8/05	DATE

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COMMERCIAL/RESIDENTIAL
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801-561-8594

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THE VILLAGE AT RIVERWALK

MISC. DETAILS

PROJECT NO.: 04122
SHEET NO. DT-05
FILE NAME: DT-05
SCALE: AS SHOWN

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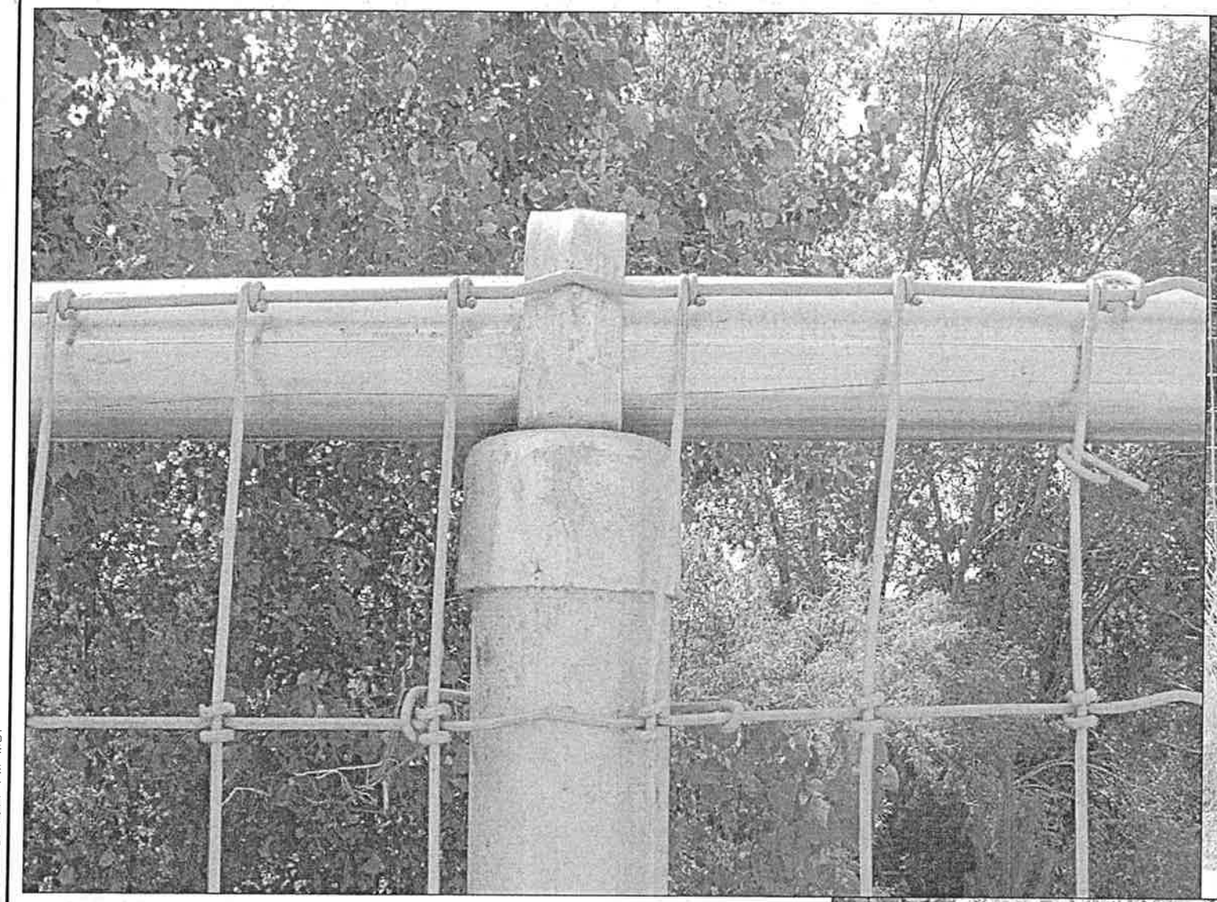

6' HIGH NO –CLIMB FIELD FENCE DETAIL
N.T.S.

6' HIGH NO –CLIMB FIELD FENCE DETAIL
N.T.S.

6' HIGH NO–CLIMB FIELD FENCE BY NORTHWEST FENCE SUPPLY, OR APPROVED EQUAL

CALL BEFORE YOU DIG! IT'S THE LAW BLUE STAKES 1 800 662 4111

REGISTERED PROFESSIONAL ENGINEER BRADLEY A. KENISON No. 323869 7/14/05 STATE OF UTAH

NORTHWEST FENCE SUPPLY

NO.	REVISIONS	BY	DATE

DRAWN TT 7/8/05 DATE
CHECKED BAK PROJECT ENGINEER 7/8/05 DATE
APPROVED BMC PROJECT MANAGER 7/8/05 DATE

ARBOR
COMMERCIAL/RESIDENTIAL
45 WEST 10000 SOUTH, SUITE 301
SANDY, UTAH 84070
801-561-8594

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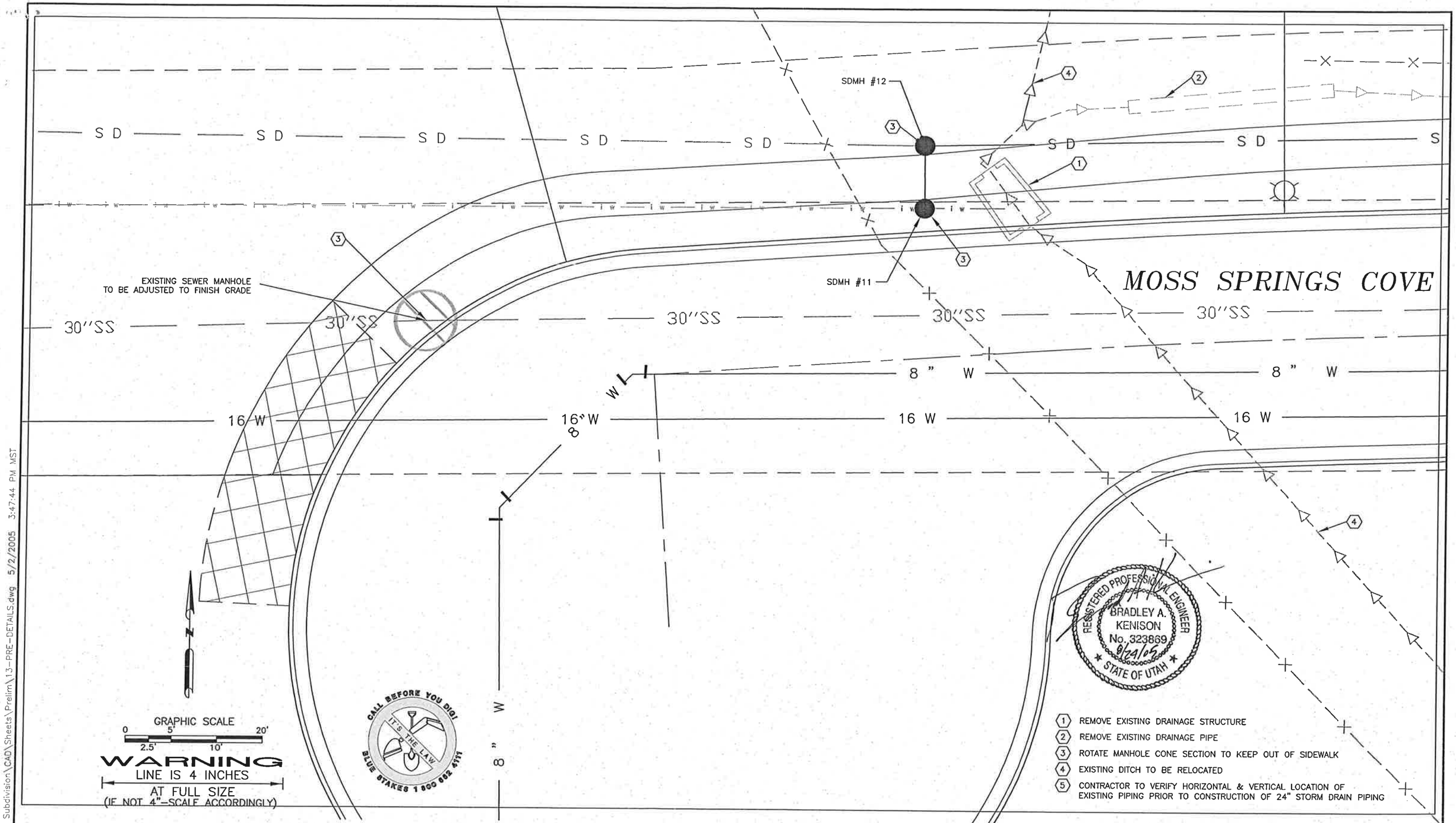
THE VILLAGE AT RIVERWALK

6' HIGH NO –CLIMB FIELD FENCE DETAIL

PROJECT NO.: 04122
SHEET NO. DT–06
FILE NAME: DT–06 SCALE: AS SHOWN

Q:\2004\04122 – Riverwalk Subdivision\CAD\Sheets\Prelim\13-PRE-DETAILS.dwg 5/2/2005 3:47:44 PM MST



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NO.	REVISIONS	BY	DATE

DRAWN GSB 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
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SANDY, UTAH 84070
801-561-8594

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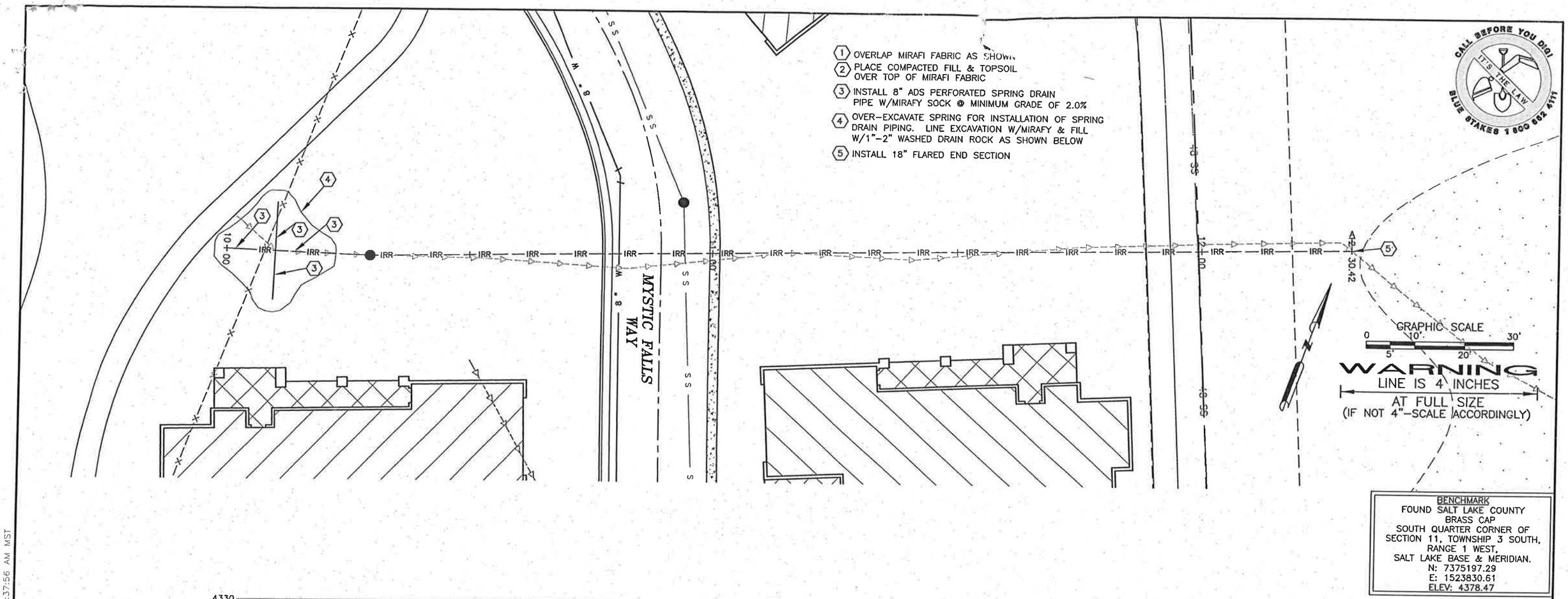
THE VILLAGE AT RIVERWALK

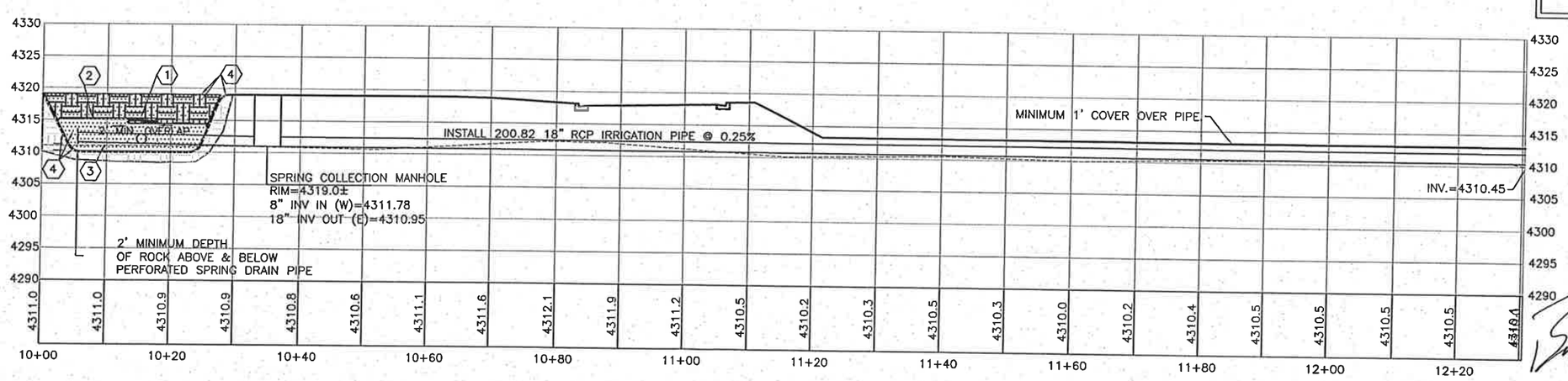
MISC. DETAILS

PROJECT NO.: 04122
SHEET NO. DT-07
FILE NAME: DT-07 SCALE: AS SHOWN

1. OVERLAP MIRAFI FABRIC AS SHOWN
2. PLACE COMPACTED FILL & TOPSOIL OVER TOP OF MIRAFI FABRIC
3. INSTALL 8" ADS PERFORATED SPRING DRAIN PIPE W/MIRAFY SOCK @ MINIMUM GRADE OF 2.0%
4. OVER-EXCAVATE SPRING FOR INSTALLATION OF SPRING DRAIN PIPING. LINE EXCAVATION W/MIRAFY & FILL W/1"-2" WASHED DRAIN ROCK AS SHOWN BELOW
5. INSTALL 18" FLARED END SECTION



BENCHMARK
FOUND SALT LAKE COUNTY
BRASS CAP
SOUTH QUARTER CORNER OF
SECTION 11, TOWNSHIP 3 SOUTH,
RANGE 1 WEST,
SALT LAKE BASE & MERIDIAN.
N: 7375197.29
E: 1523830.61
ELEV: 4378.47



REGISTERED PROFESSIONAL ENGINEER
BRADLEY A. KENISON
No. 323869
8/24/05
STATE OF UTAH

NO.	REVISIONS	BY	DATE

DRAWN TT 7/8/05 DATE
CHECKED RWA 7/8/05 DATE
PROJECT ENGINEER
APPROVED BAK 7/8/05 DATE
PROJECT MANAGER

ARBOR
COMMERCIAL/RESIDENTIAL
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THE VILLAGE AT RIVERWALK

SPRING COLLECTION SYSTEM

PROJECT NO.: 04122
SHEET NO. DT-08
FILE NAME: DT-08
SCALE: AS SHOWN

G:\2004\04122 - Riverwalk Subdivision\CAD\Sheets\Final\DT-08.dwg 8/15/2005 10:37:56 AM MST

$12,500,000

Municipal Building Authority of the City of South Jordan

Adjustable Rate Lease Revenue Bonds

Series 2004

Prior Original Debt Service

Date	Principal	Coupon	Interest	Liquidity	Total P+I	Fiscal Total
08/01/2019	-	3.150%	109,620.00	27,840.00	137,460.00	-
02/01/2020	555,000.00	3.150%	109,620.00	27,840.00	692,460.00	-
04/01/2020	-	-	-	-	-	829,920.00
08/01/2020	-	3.150%	100,878.75	25,620.00	126,498.75	-
02/01/2021	580,000.00	3.150%	100,878.75	25,620.00	706,498.75	-
04/01/2021	-	-	-	-	-	832,997.50
08/01/2021	-	3.150%	91,743.75	23,300.00	115,043.75	-
02/01/2022	610,000.00	3.150%	91,743.75	23,300.00	725,043.75	-
04/01/2022	-	-	-	-	-	840,087.50
08/01/2022	-	3.150%	82,136.25	20,860.00	102,996.25	-
02/01/2023	640,000.00	3.150%	82,136.25	20,860.00	742,996.25	-
04/01/2023	-	-	-	-	-	845,992.50
08/01/2023	-	3.150%	72,056.25	18,300.00	90,356.25	-
02/01/2024	675,000.00	3.150%	72,056.25	18,300.00	765,356.25	-
04/01/2024	-	-	-	-	-	855,712.50
08/01/2024	-	3.150%	61,425.00	15,600.00	77,025.00	-
02/01/2025	705,000.00	3.150%	61,425.00	15,600.00	782,025.00	-
04/01/2025	-	-	-	-	-	859,050.00
08/01/2025	-	3.150%	50,321.25	12,780.00	63,101.25	-
02/01/2026	745,000.00	3.150%	50,321.25	12,780.00	808,101.25	-
04/01/2026	-	-	-	-	-	871,202.50
08/01/2026	-	3.150%	38,587.50	9,800.00	48,387.50	-
02/01/2027	780,000.00	3.150%	38,587.50	9,800.00	828,387.50	-
04/01/2027	-	-	-	-	-	876,775.00
08/01/2027	-	3.150%	26,302.50	6,680.00	32,982.50	-
02/01/2028	820,000.00	3.150%	26,302.50	6,680.00	852,982.50	-
04/01/2028	-	-	-	-	-	885,965.00
08/01/2028	-	3.150%	13,387.50	3,400.00	16,787.50	-
02/01/2029	850,000.00	3.150%	13,387.50	3,400.00	866,787.50	-
04/01/2029	-	-	-	-	-	883,575.00
Total	$12,500,000.00	-	$5,661,461.46	$1,454,013.34	$19,615,474.80	-

Yield Statistics

Average Life	14.090 Years
Weighted Average Maturity (Par Basis)	14.090 Years
Average Coupon	3.1326431%

Refunding Bond Information

Refunding Dated Date	9/13/2005
Refunding Delivery Date	9/13/2005

$12,500,000

Municipal Building Authority of the City of South Jordan

Adjustable Rate Lease Revenue Bonds

Series 2004

Prior Original Debt Service

Date	Principal	Coupon	Interest	Liquidity	Total P+I	Fiscal Total
04/01/2005	-	2.540%	-	-	-	-
08/01/2005	-	2.540%	105,833.33	33,333.34	139,166.67	-
02/01/2006	325,000.00	2.700%	163,750.00	50,000.00	538,750.00	-
04/01/2006	-	-	-	-	-	677,916.67
08/01/2006	-	3.150%	186,581.88	48,700.00	235,281.88	-
02/01/2007	330,000.00	3.150%	191,756.25	48,700.00	570,456.25	-
04/01/2007	-	-	-	-	-	805,738.13
08/01/2007	-	3.150%	186,558.75	47,380.00	233,938.75	-
02/01/2008	305,000.00	3.150%	186,558.75	47,380.00	538,938.75	-
04/01/2008	-	-	-	-	-	772,877.50
08/01/2008	-	3.150%	181,755.00	46,160.00	227,915.00	-
02/01/2009	320,000.00	3.150%	181,755.00	46,160.00	547,915.00	-
04/01/2009	-	-	-	-	-	775,830.00
08/01/2009	-	3.150%	176,715.00	44,880.00	221,595.00	-
02/01/2010	340,000.00	3.150%	176,715.00	44,880.00	561,595.00	-
04/01/2010	-	-	-	-	-	783,190.00
08/01/2010	-	3.150%	171,360.00	43,520.00	214,880.00	-
02/01/2011	355,000.00	3.150%	171,360.00	43,520.00	569,880.00	-
04/01/2011	-	-	-	-	-	784,760.00
08/01/2011	-	3.150%	165,768.75	42,100.00	207,868.75	-
02/01/2012	375,000.00	3.150%	165,768.75	42,100.00	582,868.75	-
04/01/2012	-	-	-	-	-	790,737.50
08/01/2012	-	3.150%	159,862.50	40,600.00	200,462.50	-
02/01/2013	390,000.00	3.150%	159,862.50	40,600.00	590,462.50	-
04/01/2013	-	-	-	-	-	790,925.00
08/01/2013	-	3.150%	153,720.00	39,040.00	192,760.00	-
02/01/2014	410,000.00	3.150%	153,720.00	39,040.00	602,760.00	-
04/01/2014	-	-	-	-	-	795,520.00
08/01/2014	-	3.150%	147,262.50	37,400.00	184,662.50	-
02/01/2015	435,000.00	3.150%	147,262.50	37,400.00	619,662.50	-
04/01/2015	-	-	-	-	-	804,325.00
08/01/2015	-	3.150%	140,411.25	35,660.00	176,071.25	-
02/01/2016	455,000.00	3.150%	140,411.25	35,660.00	631,071.25	-
04/01/2016	-	-	-	-	-	807,142.50
08/01/2016	-	3.150%	133,245.00	33,840.00	167,085.00	-
02/01/2017	475,000.00	3.150%	133,245.00	33,840.00	642,085.00	-
04/01/2017	-	-	-	-	-	809,170.00
08/01/2017	-	3.150%	125,763.75	31,940.00	157,703.75	-
02/01/2018	500,000.00	3.150%	125,763.75	31,940.00	657,703.75	-
04/01/2018	-	-	-	-	-	815,407.50
08/01/2018	-	3.150%	117,888.75	29,940.00	147,828.75	-
02/01/2019	525,000.00	3.150%	117,888.75	29,940.00	672,828.75	-
04/01/2019	-	-	-	-	-	820,657.50

$9,505,000

Municipal Building Authority of the City of South Jordan

Lease Revenue Refunding Bonds

Series 2005

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/13/2005	-	-	-	-	-
04/01/2006	1,100,000.00	3.000%	200,832.50	1,300,832.50	1,300,832.50
10/01/2006	-	-	166,075.00	166,075.00	-
04/01/2007	1,120,000.00	3.250%	166,075.00	1,286,075.00	1,452,150.00
10/01/2007	-	-	147,875.00	147,875.00	-
04/01/2008	1,155,000.00	3.250%	147,875.00	1,302,875.00	1,450,750.00
10/01/2008	-	-	129,106.25	129,106.25	-
04/01/2009	190,000.00	3.250%	129,106.25	319,106.25	448,212.50
10/01/2009	-	-	126,018.75	126,018.75	-
04/01/2010	195,000.00	3.500%	126,018.75	321,018.75	447,037.50
10/01/2010	-	-	122,606.25	122,606.25	-
04/01/2011	205,000.00	3.500%	122,606.25	327,606.25	450,212.50
10/01/2011	-	-	119,018.75	119,018.75	-
04/01/2012	210,000.00	4.000%	119,018.75	329,018.75	448,037.50
10/01/2012	-	-	114,818.75	114,818.75	-
04/01/2013	220,000.00	4.000%	114,818.75	334,818.75	449,637.50
10/01/2013	-	-	110,418.75	110,418.75	-
04/01/2014	230,000.00	5.000%	110,418.75	340,418.75	450,837.50
10/01/2014	-	-	104,668.75	104,668.75	-
04/01/2015	240,000.00	4.000%	104,668.75	344,668.75	449,337.50
10/01/2015	-	-	99,868.75	99,868.75	-
04/01/2016	250,000.00	4.000%	99,868.75	349,868.75	449,737.50
10/01/2016	-	-	94,868.75	94,868.75	-
04/01/2017	260,000.00	4.000%	94,868.75	354,868.75	449,737.50
10/01/2017	-	-	89,668.75	89,668.75	-
04/01/2018	270,000.00	5.000%	89,668.75	359,668.75	449,337.50
10/01/2018	-	-	82,918.75	82,918.75	-
04/01/2019	285,000.00	4.000%	82,918.75	367,918.75	450,837.50
10/01/2019	-	-	77,218.75	77,218.75	-
04/01/2020	295,000.00	4.000%	77,218.75	372,218.75	449,437.50
10/01/2020	-	-	71,318.75	71,318.75	-
04/01/2021	310,000.00	4.125%	71,318.75	381,318.75	452,637.50
10/01/2021	-	-	64,925.00	64,925.00	-
04/01/2022	320,000.00	4.125%	64,925.00	384,925.00	449,850.00
10/01/2022	-	-	58,325.00	58,325.00	-
04/01/2023	335,000.00	4.250%	58,325.00	393,325.00	451,650.00
10/01/2023	-	-	51,206.25	51,206.25	-
04/01/2024	345,000.00	4.250%	51,206.25	396,206.25	447,412.50
10/01/2024	-	-	43,875.00	43,875.00	-
04/01/2025	360,000.00	4.250%	43,875.00	403,875.00	447,750.00
10/01/2025	-	-	36,225.00	36,225.00	-
04/01/2026	375,000.00	4.500%	36,225.00	411,225.00	447,450.00
10/01/2026	-	-	27,787.50	27,787.50	-
04/01/2027	395,000.00	4.500%	27,787.50	422,787.50	450,575.00
10/01/2027	-	-	18,900.00	18,900.00	-
04/01/2028	410,000.00	4.500%	18,900.00	428,900.00	447,800.00
10/01/2028	-	-	9,675.00	9,675.00	-
04/01/2029	430,000.00	4.500%	9,675.00	439,675.00	449,350.00
Total	$9,505,000.00	-	$4,135,607.50	$13,640,607.50	-

Yield Statistics

Bond Year Dollars	$97,487.75
Average Life	10.256 Years
Average Coupon	4.2421817%
Net Interest Cost (NIC)	4.2232461%
True Interest Cost (TIC)	4.1827705%
Bond Yield for Arbitrage Purposes	2.7606655%
All Inclusive Cost (AIC)	4.4904789%

IRS Form 8038

Net Interest Cost	4.1121723%
Weighted Average Maturity	10.254 Years

Series 2005 (FINAL 9.9.05 | SINGLE PURPOSE | 9/9/2005 | 11:23 AM

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WHEN RECORDED, RETURN TO:
Blaine L. Carlton
Ballard Spahr Andrews & Ingersoll, LLP
201 South Main Street, Suite 600
Salt Lake City, Utah 84111

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UNITED TITLE SERVICES
BY: ZJM, DEPUTY - WI 23 P.

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DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Deed of Trust") is made as June 1, 2004, by and among the Municipal Building Authority of the City of South Jordan, Utah, a nonprofit corporation duly organized under the laws of the State of Utah ("Trustor") whose address for purposes of this agreement is 1600 West Towne Center Drive, South Jordan, Utah 84095; Zions First National Bank, as Deed of Trust trustee (the "Trustee") and bond trustee ("Bond Trustee"), whose place of business is 10 East South Temple, 12th Floor, Salt Lake City, Utah 84130, and BNP Paribas, as letter of credit bank whose place of business is BNP Paribas, New York Branch, 787 Seventh Avenue, New York, New York 10019 (the "Bank," together with the Bond Trustee, the "Beneficiary") under an Indenture of Trust dated as of June 1, 2004, and a First Supplemental Indenture of Trust dated as of June 1, 2004 (collectively, the "Indenture"), executed in connection with the issuance of the $12,500,000 Municipal Building Authority of the City of South Jordan, Utah, Adjustable Rate Lease Revenue Bonds, Series 2004 (the "Series 2004 Bonds").

W I T N E S S E T H:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, assigns, conveys and warrants to Trustee, IN TRUST, WITH POWER OF SALE, under and subject to the terms and conditions hereinafter set forth, all right, title and interest in that real property situated in Salt Lake County, Utah, as described on Exhibit A attached hereto (the "Property"), together with all of the Trustor's right, title and interest in and to all of the improvements on said Property and appurtenances financed with the proceeds of the Series 2004 Bonds. The interest of Trustor in the real property described in Exhibit A and all of the improvements and appurtenances relating thereto are collectively referred to hereinafter as the "Project";

TOGETHER WITH all rents, issues, profits, privileges, licenses, royalties, income and other benefits derived from the Project;

TOGETHER WITH all right, title and interest of Trustor in and to all leases or subleases covering the Project or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation,

all cash or security deposits, advanced rentals, and deposits and payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Project or any portion thereof or interest thereon, and any greater estate in the Project owned or hereafter acquired;

TOGETHER WITH all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Project;

TOGETHER WITH all right, title and interest of Trustor in and to all easements, rights-of-way and rights used in connection with or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Project, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Project;

TOGETHER WITH all right, title and interest of Trustor in and to any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, fittings, and other articles attached to said buildings and improvements financed or refinanced with proceeds of the Series 2004 Bonds or any Additional Bonds or Refunding Bonds (each as defined herein), including but not limited to all machinery, equipment, material, appliances and fixtures now or hereafter installed or placed in said building or on the Property for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes, for the removal of dust, refuse or garbage, and including stoves, ranges, cabinets, laundry equipment, all elevators, awnings, window shades, venetian blinds, drapery rods and brackets, screens, floor coverings, including all rugs and carpets attached to floors, lobby furnishings and incinerators and all other similar items and things; all of the items and things so specified and all other similar items or things, whether now or hereafter placed on the Property, being hereby declared to be, and in all circumstances, shall be construed to be, for and in connection with the purposes and powers of this Deed of Trust, things affixed to and a part of the Project described herein; the specific enumerations herein not excluding the general (the "Improvements"); excepting any personal property or fixtures of any tenant which are not financed or refinanced with proceeds of the Series 2004 Bonds or any Additional Bonds or Refunding Bonds; and

TOGETHER WITH all the estate, interest, right, title and other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereof, which Trustor now has or may hereafter acquire in the Project, and any and all awards made for the taking from the Trustor by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Project, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

TOGETHER WITH all right, title and interest of Trustor in and to all tangible personal property financed or refinanced with proceeds of the Series 2004 Bonds, including all personal property in any way relating to or used in connection with all or any portion of the Project, including without limitation, (i) all licenses, permits, plans and specifications and approvals issued by any governmental or quasi-governmental authority; (ii) all golf course equipment and personal property; and (iii) all rights under those certain contracts described on Exhibit B attached hereto and incorporated in this Deed of Trust, or any personal property financed or refinanced with proceeds of any Additional Bonds or Refunding Bonds (the "Personal Property") owned by Trustor and now or at any time hereafter located on or at the Project or used in connection therewith.

The entire estate, property and interest hereby conveyed to Trustee as described above may hereafter be referred to as the "Trust Estate." Notwithstanding the breadth of the foregoing, the property covered by this Deed of Trust shall not include: (i) personal property which may be owned by lessees or other occupants of any portion of the Project, rather than by Trustor, or which may be leased by such lessees or other occupants from a party other than Trustor; or (ii) material, equipment, tools, machinery or other personal property which has been brought upon the Project only for use in construction, maintenance or repair and which is not intended to remain after the completion of such construction, maintenance or repair, and which is not necessary for occupancy, maintenance or use of the Project, provided, however, that this provision shall not limit Trustor's right to assert a landlord's lien against a defaulting tenant.

FOR THE PURPOSES OF SECURING:

(a) (1) Payment of the principal, interest and premium, if any, of the Series 2004 Bonds of Trustor, issued pursuant to the Indenture, and payable at the times, in the manner and with interest and premium, if any, as therein set forth, and any extensions and/or renewals or modifications thereof; (2) payment of the principal, interest and premium, if any, on any Additional Bonds or Refunding Bonds (these and all terms herein commencing with initial capital letters and not otherwise defined herein shall have meanings as defined in the Indenture) issued pursuant to the Indenture, and payable at the times, in the manner and with interest and premium as therein set forth, and any extensions and/or renewals or modifications thereof (the Series 2004 Bonds and Additional Bonds and Refunding Bonds are collectively referred to herein as the "Bonds"); (3) the performance of each agreement of Trustor contained in the Bonds, the Indenture, the Master Lease (as defined in the Indenture) with respect to the Project, any Security Instrument Agreement (as defined in the Indenture), and this Deed of Trust and any other instrument securing payment of the Bonds; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust (including, but not limited to the payments outlined in Section 1.11 and Section 1.18 of this Deed of Trust), any Security Instrument Agreement (as defined in the Indenture), any other instrument securing payment of the Bonds, the Indenture, or the Master Lease, together with interest thereon as provided in the Indenture.

(b) Performance of all obligations of Trustor under the Indenture and each agreement of Trustor incorporated by reference therein or herein, or contained therein or herein.

(c) Performance of all obligations of Trustor contained in this Deed of Trust, the Bonds, the Indenture, the Security Instrument Agreements (as defined in the Indenture), and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby.

This Deed of Trust, the Bonds, the Indenture, the Master Lease, the Security Instrument Agreements (as defined in the Indenture), and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Instruments."

TO PROTECT THE SECURITY OF THE LOAN INSTRUMENTS TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I

COVENANTS AND AGREEMENTS OF TRUSTOR

Section 1.1 Payment of Secured Obligations. Trustor hereby covenants and agrees to pay when due the principal of, premium, if any, and the interest on, the indebtedness evidenced by the Bonds (as set forth therein), all charges, fees and all other sums as provided in the Loan Instruments, the principal of, and interest on, any future advances secured by this Deed of Trust, and Security Instrument Costs and Repayment Obligations (as defined in the Indenture).

Section 1.2 Maintenance, Repair, Alterations. Trustor hereby covenants and agrees to keep the Trust Estate or cause the Trust Estate to be kept in good condition and repair; not to remove, demolish or materially alter (except such alterations as may be required by laws, ordinances or regulations) any buildings or fixtures constituting part of the Improvements in such a manner as to in any way damage the Improvements or in any way reduce the fair rental value of the Improvements to less than the fair rental value of the Improvements immediately prior to such alteration; to complete promptly and in good and workmanlike manner any improvement which may be constructed on the Project and, to the extent provided in the Indenture and in the Master Lease, promptly restore in like manner any Improvements which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, to keep and maintain or cause to be kept and maintained, grounds, sidewalks, roads, parking and landscaped areas in good and neat order and repair; not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting

forth facts showing a default by Trustor under this Section, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

Section 1.3 Required Insurance. Trustor hereby covenants and agrees at all times to provide, maintain and keep in force or cause to be kept in force such insurance as is set forth in Article IX of the Master Lease with respect to the Improvements.

Section 1.4 Payment of Premiums. In the event Trustor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary policies of insurance required by Article IX of the Master Lease, Beneficiary, in addition to all other rights it may have hereunder, including, without limitation, those set forth in Article III hereof, may, but shall not be required to, procure such insurance or single interest insurance for such risks covering Beneficiary's interest, and Trustor will pay, or cause to be paid, all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Trustor therefor the amount of all such premiums which have been paid by Beneficiary shall bear interest at a rate per annum provided in Article IX of the Master Lease. Trustor shall, upon Beneficiary's reasonable request, deposit, or cause to be deposited, with Beneficiary in monthly installments, an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust. Trustor further agrees, upon Beneficiary's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and provided Trustor has deposited sufficient funds with Beneficiary pursuant to this Section 1.4, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor and Trustor shall immediately deposit, or cause to be deposited, an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.4. Beneficiary may commingle said reserve with its own funds and Trustor shall be entitled to no interest thereon.

Section 1.5 Insurance Proceeds. After the happening of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary.

(a) In the event of any damage or destruction of the Project, Trustor shall apply the insurance proceeds in the manner set forth in Article X of the Master Lease.

(b) In the event of such loss or damage, all proceeds of insurance shall be payable pursuant to subparagraph (a) above. Except as otherwise provided in the Master Lease, Trustor may settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance only with written approval of Beneficiary.

(c) Except to the extent that insurance proceeds are received by Trustor and applied to the indebtedness secured hereby, pursuant to the Indenture and the Master Lease, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Trust Estate as provided in Section 1.2 hereof or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

Section 1.6 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Deed of Trust shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate.

Section 1.7 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party defendant to any litigation, commenced by anyone other than Trustor, concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Trustor, then Trustor shall, to the extent permitted by law, indemnify, defend and hold Beneficiary harmless from and against all liability by reason of said litigation (including any appeals), including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary reasonable attorneys' fees and expenses actually incurred (including Beneficiary's attorney's fees and costs associated with all appeals), and the right to such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorney's fees and expenses incurred by Beneficiary (including those associated with any appeal), whether or not an action is actually commenced against Trustor by reason of breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums payable by Trustor hereunder shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense (except payment) and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Project or any part thereof by title paramount or otherwise; or (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; whether or not Trustor shall have notice or knowledge of any of the foregoing.

Section 1.8 Taxes and Impositions.

(a) Trustor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, association dues or charges or fees, and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate or become due and payable, and which create or may create a lien upon the Trust Estate, or any part thereof, or upon any equipment or other facility used by Trustor in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments, or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Anything to the contrary notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

(c) Trustor covenants to furnish Beneficiary within thirty (30) days after the date upon which any such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary, evidencing the payment thereof.

(d) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

(e) If requested by Beneficiary, Trustor shall cause to be furnished to Beneficiary a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiary.

(f) Trustor has the right to contest Impositions to the extent permitted by Section 9.3 of the Master Lease.

Section 1.9 Utilities. Trustor hereby covenants and agrees to pay when due all utility charges which are incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

Section 1.10 Actions Affecting Trust Estate. Trustor hereby covenants and agrees to appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

Section 1.11 Actions by Trustee and/or Beneficiary to Preserve Trust Estate. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do but without releasing Trustor from any obligations, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect or appears to affect the security of this Deed of Trust (including condemnation or eminent domain proceedings) or which may result in the creation of any lien (except the lien created by the Indenture) against the Trust Estate; and (iv) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by

Beneficiary of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and attorney's fees, together with interest thereon accruing at the rate set forth in the Indenture.

Section 1.12 Survival of Warranties. Subject to the limitations set forth in Section 5.9 herein, Trustor hereby covenants and agrees to fully and faithfully satisfy and perform the obligations of Trustor contained in the Loan Instruments and each agreement of Trustor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Trustor contained therein or incorporated by reference shall survive funding of the loan evidenced by the Bonds and shall remain continuing obligations, warranties and representations of Trustor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

Section 1.13 Eminent Domain. Should the Trust Estate, or any material part thereof or interest therein, be taken from Trustor or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary and all proceeds payable therefrom shall be utilized in the manner set forth in Article X of the Master Lease.

Section 1.14 Additional Security. In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

Section 1.15 Appointment of Successor Trustee. Beneficiary may, from time to time, by complying with the provisions of the applicable law of the State of Utah substitute a successor or successors to the Trustee named herein or acting hereunder.

Section 1.16 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall be deemed to include the Registered Owners of the Bonds and any trustee therefor, whether or not named as Beneficiary herein.

Section 1.17 Inspections. Beneficiary, or his agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the Trust Estate and performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

Section 1.18 Liens. Trustor hereby covenants and agrees to pay and promptly discharge in accordance with the terms thereof or of the indebtedness secured thereby, at Trustor's cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract which is the

foundation thereof and if such contract does not postpone payment for more than 60 days after the performance thereof. Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge. In the event of any such contest, the Trustor may permit the lien, encumbrance or charge so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee or Beneficiary shall notify the Trustor that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the Indenture and the Master Lease or this Deed of Trust will be materially endangered or the Trust Estate or any portion thereof will be subject to loss or forfeiture, in which event such lien, encumbrance or charge shall be paid forthwith. Prior to commencing such contest, Trustor shall first deposit, or cause to be deposited, with Beneficiary, or in court, a bond or other security satisfactory to Beneficiary, at Beneficiary's election, in such amounts as Beneficiary shall reasonably require, but not more than one hundred ten percent (110%) of the amount of the claim, and provided further that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge or purchase the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

Section 1.19 Trustee's Powers. At any time, or from time to time, without liability therefor, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may, (i) reconvey any part of said Trust Estate; (ii) consent in writing to the making of any map or plat thereof; or (iii) join in granting any easement or creating any restriction affecting this Deed of Trust or any agreement subordinating the lien or charge hereof.

Section 1.20 Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. Trustor hereby consents to the foregoing powers and rights of Beneficiary, and, to the extent permitted by law, waives any right to assert that such actions by the Beneficiary shall constitute a breach by the Beneficiary under this Deed of Trust, under any of the Loan Instruments or under applicable law.

Section 1.21 Hazardous Substances. Trustor represents and warrants to Beneficiary that to the best of Trustor's knowledge after due and diligent inquiry, no

hazardous or toxic waste or substances are being stored on the Property or any adjacent property nor have any such waste or substances been released, stored or used on the Property or any adjacent property prior to Trustor's ownership, possession or control of the Property. Trustor agrees to provide written notice to Beneficiary immediately upon Trustor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Trustor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property's or any other property's becoming contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation, or ordinance now or hereafter in effect, as amended, including without limitation the statutes listed below (collectively, "Environmental Laws"):

Federal Resource Conservation and Recovery Act of 1979, 42 USC Section 6901, et seq.

Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC Section 9601, et seq.

Federal Clean Air Act, 42 USC Sections 7401-7624.

Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 USC Section 1251, et seq.

Federal Insecticide, Fungicide, and Rodenticide Act, 7 USC Section 135, et. seq.

Federal Toxic Substances Control Act, 15 USC Section 2601, et seq.

Federal Safe Drinking Water Act, 42 USC Section 300(f), et seq.

Beneficiary and its representatives may enter the Property at any time for the purpose of conducting an environmental assessment, committing only such damage to the Property as may be necessary to conduct the environmental assessment. Beneficiary shall not be required to remedy any such injury or compensate Trustor therefor. Trustor shall cooperate in all respects in the performance of the assessment. At any time, and from time to time, if the Beneficiary reasonably requests, the Trustor shall have an environmental review, audit, assessment, or report relating to the Property performed or updated, at the sole expense of Trustor, by an independent environmental consultant selected by Trustor with the consent of Beneficiary.

ARTICLE II

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

Section 2.1 Assignment of Rents. Trustor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to endorse instruments payable to Trustor, and to give receipts, releases and satisfactions for all such rents, issues and profits and apply the same to the indebtedness secured hereby. The assignment of the rents, issues and profits of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

Section 2.2 Collection Upon Default. Upon any event of default under any of the Loan Instruments, and after the passage of any applicable grace period, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits of the Trust Estate, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of rents, issues and profits, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any default, notice of default, or notice of sale hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Failure or discontinuance by Beneficiary at any time or from time to time to collect any such rents, issues or profits shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same.

ARTICLE III

SECURITY AGREEMENT

Section 3.1 Creation of Security Interest. Trustor hereby grants to Beneficiary a security interest in the Personal Property for the purpose of securing all obligations of Trustor contained in any of the Loan Instruments or herein. This Deed of Trust shall be deemed the Security Agreement as defined in the Uniform Commercial Code of Utah and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) as provided by general law, or (iii) as to such part of the security which is also reflected in any financing statement or statements (the "Financing Statement") as provided by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code of Utah, all at Beneficiary's sole election. The mention in any such Financing Statement of (1) the rights in or the proceeds of any fire and/or hazard insurance, (2) any award in eminent domain

proceedings for a taking or for loss of value, or (3) the Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the premises shall never be construed as in any wise altering any of the rights of Beneficiary as determined by this Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of Beneficiary in the event any court or judge shall at any time with respect to (1), (2) or (3) rule that notice of Beneficiary's priority of interest to be effective against a particular class of persons, divisions or entity of the Federal Government, must be filed in the Uniform Commercial Code records.

Section 3.2 Warranties, Representations and Covenants of Trustor. Trustor hereby warrants, represents and covenants as follows:

(a) Trustor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole Owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except for the Permitted Encumbrances defined in the Master Lease and except for the security interest granted hereby. Trustor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Trustor will not sell the Personal Property without the prior written consent of Beneficiary unless said personal property is promptly replaced by personal property of like quality and value.

(c) The Personal Property is not used or bought for personal, family or household purposes.

(d) The Personal Property (with the exception of funds held by Beneficiary) will be kept on or at the Project and, except as otherwise provided in the Master Lease, Trustor will not remove the Personal Property from the Project without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor.

(e) Trustor maintains a place of business in the State of Utah and Trustor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

(f) At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements, continuation statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Utah in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

All covenants and obligations of Trustor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

ARTICLE IV

REMEDIES UPON DEFAULT

Section 4.1 Events of Default. Any of the following events shall be deemed an event of default hereunder.

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby; or

(b) There shall occur an Event of Default set forth in Section 9.1 of the Indenture, or 14.1 of the Master Lease or any other default under any of the Loan Instruments, including but not limited to any breach in the due observance or performance of any covenant, condition or agreement contained therein.

Section 4.2 Acceleration Upon Default, Additional Remedies. Time is of the essence hereof. In the event of any event of default hereunder, Beneficiary may declare all indebtedness secured hereby to be due and payable by written notice to the Trustor as outlined in Section 9.2 of the Indenture and the same shall thereupon become due and payable without presentment, demand, protest or notice of any kind. Thereafter Beneficiary may exercise any or all of the following remedies, or any other remedies which Beneficiary is entitled to under any of the Loan Instruments or applicable law:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or a part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee and/or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; and/or

(c) Cause Trustor's interest in the Trust Estate to be sold by the Trustee under the power of sale set forth herein.

Section 4.3 Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and such receipts and evidence of expenditures made and secured hereby as Trustee may require; provided, however, that the Trustee shall also notify the City of the Event of Default and of the City's right to a 90-day notice of its option to purchase the Project as more fully outlined in Section 9.2 of the Indenture.

(a) Upon receipt of such notice from Beneficiary, Trustee shall exercise on behalf of Beneficiary the power of sale granted herein by complying with all requirements of applicable law. Trustee shall execute and deliver to the purchaser or purchasers of the Trust Estate its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers from claims arising by, through or under Trustor.

(b) After deducting all costs, fees and expenses of Trustee and of this trust, including, but not limited to, attorney fees and costs, and costs of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest per annum as set forth in the Indenture; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the county clerk of the county in which the sale took place.

(c) The person conducting the sale may, for any cause such person deems expedient, postpone the sale in accordance with Utah law and, in every case, notice of such postponement shall be given by public declaration by such person at the time and place last appointed for the sale.

Section 4.4 Foreclosure as Mortgage. Should Beneficiary elect to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court, including all appeals. To the extent permitted by law, Beneficiary shall be entitled to possession of the Project during any redemption period allowed under the laws of the State of Utah.

Section 4.5 Appointment of Receiver. If any event of default described in Section 4.1 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all powers and duties of Beneficiary in case of entry as provided in Section 4.2(a) above and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate unless such receivership is sooner terminated. Beneficiary's rights under this Section shall be in addition to, and not a limitation of, Beneficiary's rights under Section 2.2 and Section 4.2(a) of this Deed of Trust.

Section 4.6 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust, under any Loan Instrument or other agreement, and under any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

Section 4.7 Request for Notice. Trustor hereby requests a copy of any Notice of Default or Notice of Sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

ARTICLE V

MISCELLANEOUS

Section 5.1 Governing Law; Severability of Provisions of Loan Instruments; Waivers, etc. This Deed of Trust shall be governed by the laws of the State of Utah. In the event that any provision of any of the Loan Instruments conflicts with applicable

laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the parties against whom enforcement of any waiver, change, discharge or termination is sought.

Section 5.2 Limitation of Interest. It is the intent of Trustor and Beneficiary in the execution of this Deed of Trust and the Bonds and all other instruments securing the Bonds to contract in strict compliance with the laws of the State of Utah governing the loan evidenced by the Bonds. In furtherance thereof, Trustor stipulates and agrees that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Utah governing the loan evidenced by the Bonds. Trustor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Bonds shall never be liable for unearned interest on the Bonds and shall never be required to pay interest on the Bonds at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Utah and the provisions of this Section shall control over all other provisions of the Bonds and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Bonds shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Bonds to a rate in excess of that permitted to be charged by the laws of the State of Utah, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Trustor upon such determination.

Section 5.3 Statements by Trustor. Trustor, within ten (10) days after receiving a request from the Beneficiary, will furnish to Beneficiary a written statement stating the unpaid principal and any interest on the Bonds and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest.

Section 5.4 Reconveyance by Trustee. Portions of the Property may be released by the Trustee upon compliance with the provisions of Section 11.6 of the Master Lease as defined in the Indenture. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

Section 5.5 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or four (4)

days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 5.6 Acceptance by Trustee. Trustee shall be deemed to have accepted this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 5.7 Captions. The captions or headings at the beginning of each Section hereof are for convenience of the parties and are not a part of this Deed of Trust.

Section 5.8 No Merger. If both the Trustor's and Beneficiary's estates in any portion of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

Section 5.9 Limited Right of Bondholders Against the Trustor. Notwithstanding anything else contained herein to the contrary, the rights of the Trustee, Beneficiary and the Bondholders are subject to the terms and provisions of the Indenture and the Master Lease, in particular but not limited to Article XIV of the Master Lease and Article IX of the Indenture. Additionally, no deficiency judgment upon foreclosure may be entered against Trustor, City of South Jordan, Salt Lake County, Utah, the State of Utah or any of its political subdivisions.

Section 5.10 No Waiver. Failure on the part of beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

Section 5.11 Severability. The terms and provisions of this Deed of Trust are intended to be performed in accordance with, and only to the extent permitted by, applicable law. If any provision hereof, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this instrument nor the application of such provision to other persons or circumstances shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF SOUTH JORDAN,
UTAH

(SEAL)

By: _____
President and Chair

ATTEST AND COUNTERSIGN:

By _____
Secretary

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

On this June 29, 2004, personally appeared before me Kent Money and Ricky A. Horst, the President and Chair, and Secretary of the Municipal Building Authority of the City of South Jordan, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary Public
CINDY C. ARNOLD
201 S. Main Street, 8th Floor
Salt Lake City, Utah 84111
My Commission Expires
April 2, 2008
State of Utah

Cindy C. Arnold
NOTARY PUBLIC

EXHIBIT A

THE PROPERTY

That certain Real Property located in Salt Lake County, Utah, to wit:

PARCEL 1:

Beginning at a point on the North right of way line of 10600 South Street and the centerline of a 20 foot right of way, said point being West 976.59 feet and North 170.58 feet from the found East Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said right of way centerline North 03°05'16" East 217.90 feet and North 12°14'57" West 267.60 feet; thence North 77°39'23" East 10 feet; thence North 12°30'37" West 81.10 feet to the South line of that certain Parcel deeded to the Salt Lake Church of Christ by Warranty Deed recorded February 5, 1997 as Entry No. 6565607 in Book 7592 at Page 2811 of Official Records; thence North 84°37'17" East along said South line 155.30 feet to a fence at the Southeast corner of said Parcel; thence along said fence the following 18 calls; North 13°56'08" West 13.30 feet; North 11°08'47" West 5.50 feet; North 24°03'30" West 44.97 feet; North 26°10'55" West 42.93 feet; North 26°09'34" West 45.04 feet; North 24°08'27" West 45.08 feet; North 27°18'12" West 30.16 feet; North 30°22'39" West 45.59 feet; North 26°11'23" West 31.33 feet; North 23°03'31" West 55.81 feet; North 22°24'45" West 48.59 feet; North 18°09'26" West 45.59 feet; North 18°45'06" West 43.25 feet; North 20°39'23" West 31.37 feet; North 26°07'41" West 16.13 feet; North 37°01'12" West 15.26 feet; North 60°48'42" West 14.23 feet; North 75°38'03" West 10.61 feet to the end of said fence; thence North 88°54'00" West 458.00 feet; thence North 00°26'43" East 212.92 feet; thence South 89°33'17" East 273.00 feet; thence North 00°26'43" East 528.73 feet; thence North 88°36'50" East 90.82 feet to a fence corner and the Southwest corner of the W. Van Palmer Property as surveyed by McNeil Engineering (Recordation No. S98-08-0467 on file with the Salt Lake County Surveyor's Office); and running thence along said fence and South property line of the following 12 calls; North 88°42'12" East 135.11 feet; North 89°07'08" East 60.47 feet; South 89°14'46" East 138.94 feet; South 88°59'30" East 172.62 feet; South 88°58'14" East 246.76 feet; South 88°53'58" East 212.09 feet; South 88°50'08" East 194.46 feet; South 89°00'29" East 108.30 feet; South 88°18'15" East 79.51 feet; South 87°51'30" East 80.62 feet; South 88°09'08" East 51.70 feet; and South 89°32'38" East 54.69 feet to the Southeast corner of said Palmer Property and the West line of The Division of Parks and Recreation Property as shown on Sheet 2 of Utah Department of Transportation Project No. SP-1746 Provo-Jordan River Parkway property exchange drawings dated February 2, 1989; thence along said West line the following 3 calls; South 05°51'19" East 1699.63 feet to a point on a 1072.00 foot radius curve to the right with a central angle of 09°24'22"; thence along said curve an arc distance of 175.99 feet (chord bears South 01°09'08" East 175.79 feet); thence South 03°33'03" West 26.69 feet to the North right of way line of 10600 South Street; thence leaving said West line and running along said North line of 10600 South Street the following 5 calls; North 79°16'48" West 181.79 feet; North 87°44'49" West 120.98 feet; South 88°54'21" West 192.33 feet; South 89°28'11" West 741.17 feet; thence North 80°03'19" West 246.28 feet to the point of beginning.

SUBJECT TO A RIGHT OF WAY DESCRIBED AS FOLLOWS:

Beginning at a point which is South 1187.84 feet and East 1037.76 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°26'43" East 20 feet; thence South 89°33'17" East 20 feet; thence South 00°26'43" East 20 feet; thence North 89°33'17" West 20 feet to the point of beginning.

Excepting therefrom any portion within the bounds of Springhill Subdivision No. 1 and Springhill Subdivision No. 2.

PARCEL 2:

LESS AND EXCEPTING therefrom: Beginning at a point which is South 1187.84 feet and East 1037.76 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°33'17" East 157.59 feet; thence South 00°26'43" West 180.95 feet; thence South 88°00'11" West 36.28 feet along existing field fence; thence North 88°06'56" West 121.38 feet along said fence; thence North 00°26'43" East 18.55 feet; thence North 89°03'03" West 16.50 feet; thence North 45°00'00" East 23.52 feet; thence North 00°26'43" East 143.99 feet to the point of beginning.

LESS AND EXCEPTING from Parcel 2 the Southerly portion of said property, described as follows:

Commencing 80 rods North and 43.32 rods East from the center of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 16.5 feet; thence East 768.5 feet; thence South 16.5 feet; thence West 768.5 feet to the point of beginning. Less the tract deeded to Utah Power and Light Company.

ALSO LESS AND EXCEPTING from Parcel 2 the following: Beginning South 1348.725 and East 1036.505 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 89°03'03" West 16.5 feet; thence North 45° East 23.52 feet; thence South 00°26'43" West 16.9 feet to the point of beginning.

PARCEL 3:

ALSO LESS AND EXCEPTING a parcel of land in fee for the widening of 10600 South Street known as Project No. 0151, being part of an entire tract of property, situate in the Southeast Quarter of the Northeast Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southwest corner of said entire tract which is 297.705 meters (976.72 feet) South 89°29'36" West along the Quarter section line and 54.398 meters (178.47 feet) North from the East Quarter corner of said Section 14; and running thence North 03°05'16" East 1.060 meters (3.48 feet) along the Westerly boundary line of said entire tract to a point which is 17.955 meters (58.91 feet) radially distant Northerly from the centerline of said project at Engineer Station 37+265.740; thence Easterly 93.795 meters (307.73 feet) along the arc of a 982.045-meter (3221.93- foot) radius non-tangent curve to the left concentric with said centerline (Note: Chord to said curve bears South 81°30'23" East for a distance of 93.759 meters (307.61 feet)) to the Southerly boundary line of said entire tract at a point opposite Engineer Station 37+361.250; thence South 89°28'11" West 18.851 meters (61.85 feet) along said Southerly boundary line; thence North 80°03'19" West 75.066 meters (246.28 feet) along said Southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

EXHIBIT B

LIST OF CONTRACTS

Description	Amount	Payment	Termination Date
Textron Golf Cart Lease	$2,872.00	May–Oct	Oct/2005
Revco Printer/Copier Lease	172.99	Monthly	Sept/2005
Toro Irrigation Support Agreement	199.00	Monthly	Oct/2007
IBS Software Agreement	Paid	Annual	Feb/2005
Yellow Page Advertisement	529.60	Monthly	Sept/2004
Eschelon Phone/Internet Contract	553.05	Monthly	2005

IRREVOCABLE TRANSFERABLE LETTER OF CREDIT

June 29, 2004
**U.S. $12,619,864
Letter of Credit No. 880023

Zions First National Bank, as trustee (the *"Trustee"*) under the General Indenture of Trust dated as of June 1, 2004 (the *"General Indenture"*), between the Municipal Building Authority of the City Of South Jordan, Utah (the *"Authority"*) and the Trustee, as supplemented by the First Supplemental Indenture of Trust dated as of June 1, 2004 (the *"First Supplemental Indenture"* and together with the General Indenture, collectively referred to herein as the *"Indenture"*), by and between the Authority and the Trustee
10 East South Temple, 12th Floor
Salt Lake City, Utah 84130

Attention: Corporate Trust Department

Ladies and Gentlemen:

We hereby establish in your favor, as Trustee for the benefit of the holders of the Bonds (as hereinafter defined), our irrevocable transferable Letter of Credit No. 880023 for the account of the Authority, whereby we hereby irrevocably authorize you to draw on us from time to time, from and after the date hereof to and including the earliest to occur of our close of business on: (i) July 1, 2009 (the *"Stated Expiration Date"*), (ii) the earlier of (A) the date which is five (5) days following the Conversion Date (as defined in the Reimbursement Agreement) with respect to all of the Bonds as such date is specified in a certificate in the form of Exhibit A hereto (the *"Conversion Date"*) or (B) the date on which the Bank honors a drawing under the Letter of Credit on or after the Conversion Date, (iii) the date which is fifteen (15) days following receipt from you of a certificate in the form set forth as Exhibit B hereto, (iv)the date on which an Accelerated Drawing is honored by us, and (v) the date which is fifteen (15) days following receipt by you of a written notice from us specifying the occurrence of an Event of Default under the Reimbursement Agreement dated as of June 1, 2004 (the *"Reimbursement Agreement"*), among the Authority, the City of South Jordan, Utah (the *"City"*) and us, and directing you to accelerate or cause a mandatory tender of the Bonds (the *"Termination Date"*), a maximum aggregate amount not exceeding Twelve Million Six Hundred Nineteen Thousand Eight Hundred Sixty-Four United States Dollars (U.S. $12,619,864 - the *"Original Stated Amount"*) to pay the principal of and accrued interest on, or the purchase price of, the $12,500,000 Municipal

Building Authority of the City of South Jordan, Utah Adjustable Rate Lease Revenue Bonds, Series 2004 (the *"Bonds"*), and of the Original Stated Amount, (a) up to $12,500,000 (the *"Principal Portion"*) may be drawn with respect to payment of the unpaid principal amount of the Bonds, or the portion of the purchase price equal to the principal amount of Bonds, and (b) up to $119,864 (the *"Interest Portion"*) may be drawn with respect to payment of up to 35 days' interest actually accrued on the principal amount of the Bonds, or the portion of the purchase price equal to the interest actually accrued on the principal amount of the Bonds (assuming a maximum interest rate of 10% per annum (the *"Cap Interest Rate"*)). This credit is available to you against presentation of the following documents (the *"Payment Documents"*) presented to BNP Paribas, acting through its San Francisco Branch (the *"Bank"*), as described below:

> A certificate (with all blanks appropriately completed) (i) in the form attached as Exhibit C hereto to pay accrued interest on the Bonds as provided for under Section 2.2 of the Indenture (an *"Interest Drawing"*), (ii) in the form attached as Exhibit D hereto to pay the principal amount of and accrued interest on the Bonds in respect of any redemption of the Bonds as provided for in Section 6.1(a) of the First Supplemental Indenture (a *"Redemption Drawing"*), provided that in the event the date of redemption or purchase coincides with an Interest Payment Date (as defined in the Indenture) the Redemption Drawing shall not include any accrued interest on the Bonds (which interest is payable pursuant to an Interest Drawing), (iii) in the form attached as Exhibit E hereto, to allow the Trustee to pay the purchase price of Bonds tendered for purchase as provided for in Section 3.1(a)(i), 3.1(b)(i), 3.1(b)(ii) or 3.1(b)(iii) of the First Supplemental Indenture which have not been successfully remarketed or for which the purchase price has not been received by the Trustee by 10:30 A.M., New York time, on the purchase date (a *"Liquidity Drawing"*), provided that in the event the purchase date coincides with an Interest Payment Date, the Liquidity Drawing shall not include any accrued interest on the Bonds (which interest is payable pursuant to an Interest Drawing), (iv) in the form attached as Exhibit K hereto, to pay the principal of and accrued interest in respect of Bonds the payment of which has been accelerated pursuant to Section 8.2 of the Indenture (an *"Acceleration Drawing"*), or (v) in the form attached as Exhibit F hereto to pay the principal amount of Bonds maturing on January 15, 2029 (a *"Stated Maturity Drawing"*), each certificate to state therein that it is given by your duly authorized officer and dated the date such certificate is presented hereunder. No drawings shall be made under this Letter of Credit for Bank Bonds (as defined in the Reimbursement Agreement). Any defined terms in which are not expressly defined in this paragraph shall have the same meaning herein as in the Indenture.

All drawings shall be made by presentation of each Payment Document at our office at BNP Paribas, New York Branch, 919 3rd Avenue, New York, New York 10022 or by telecopier (at telecopier number (212) 471-6996), in each case Attention: Letter of Credit Department, or at such other address or telecopier number as we may specify to you in writing, without further need of documentation, including the original of this Letter of Credit, it being understood that each Payment Document so submitted is to be the sole operative instrument of drawing. You shall use your best efforts to give telephonic notice of each drawing hereunder to us at (212) 471-6907 on the Business Day preceding the day of such drawing (but such notice shall not be a condition to drawing hereunder and you shall have no liability for not doing so).

We agree to honor and pay the amount of any Interest, Prepayment, Liquidity, Acceleration or Stated Maturity Drawing if presented in compliance with all of the terms of this Letter of Credit. If such drawing, other than a Liquidity Drawing, is presented prior to 3:00 P.M., New York time, on a Business Day, payment shall be made to the account number or address designated by you of the amount specified, in immediately available funds, by 1:00 P.M., New York time, on the following Business Day. If any such drawing, other than a Liquidity Drawing, is presented at or after 3:00 P.M., New York time, on a Business Day, payment shall be made to the account number or address designated by you of the amount specified, in immediately available funds, by 1:00 P.M., New York time, on the second succeeding Business Day. If a Liquidity Drawing is presented prior to 11:00 A.M., New York time on a Business Day, on a Business Day, payment shall be made to the account number or address designated by you of the amount specified, in immediately available funds, by 3:30 P.M., New York time, on the same Business Day. If a Liquidity Drawing is presented at or after 11:00 A.M., New York time, payment shall be made to the account number or address designated by you of the amount specified, in immediately available funds, by 11:00 A.M., New York time, on the following Business Day. Payments made hereunder shall be made by wire transfer to you or by deposit into your account with us in accordance with the instructions specified by the Trustee in the drawing certificate relating to a particular drawing hereunder. *"Business Day"* means a day other than a Saturday, a Sunday or a day on which the New York Stock Exchange is closed or banks in the city in which the principal corporate trust office of the Trustee is located or in the city in which the payment office of the Bank is located are authorized or obligated by law or executive order to close.

The Available Amount (as hereinafter defined) of this Letter of Credit will be reduced automatically by the amount of any drawing hereunder; *provided, however,* that the amount of any Interest Drawing hereunder, less the amount of the reduction in the Available Amount of this Letter of Credit attributable to interest as specified in a certificate in the form of Exhibit D or G hereto, shall be automatically reinstated immediately upon payment by us of such drawing. After payment by us of a Liquidity Drawing, the amount available to be drawn under this Letter of Credit will be automatically reduced by an amount equal to the Original Purchase Price of any Bonds (or portions thereof) purchased pursuant to said drawing. In addition, prior to the Conversion Date, in the event of the remarketing of the Bonds (or portions thereof) previously purchased with the proceeds of a Liquidity Drawing, the amount available to be drawn hereunder will be automatically reinstated concurrently upon receipt by us of an amount equal to the Original Purchase Price of such Bonds (or portion thereof); the amount of such reinstatement shall be equal to the Original Purchase Price of such Bonds (or portions thereof). *"Original*

Purchase Price" shall mean the principal amount of any Bond purchased with the proceeds of a Liquidity Drawing plus the amount of accrued interest on such Bond paid with the proceeds of a Liquidity Drawing (and not pursuant to an Interest Drawing) upon such purchase.

Upon receipt by us of a certificate of the Trustee in the form of Exhibit D or G hereto, the Letter of Credit will automatically and permanently reduce the amount available to be drawn hereunder by the amount specified in such certificate. Such reduction shall be effective as of the next Business Day following the date of delivery of such certificate.

Upon any permanent reduction of the amounts available to be drawn under this Letter of Credit, as provided herein, we may deliver to you a substitute Letter of Credit in exchange for this Letter of Credit or an amendment to this Letter of Credit substantially in the form of Exhibit H hereto to reflect any such reduction. If we deliver to you such a substitute Letter of Credit you shall simultaneously surrender to us for cancellation the Letter of Credit then in your possession. The *"Available Amount"* shall mean the Original Stated Amount (i) less the amount of all prior reductions pursuant to Interest, Prepayment, Liquidity, Acceleration or Stated Maturity Drawings, (ii) less the amount of any reduction thereof pursuant to a reduction certificate in the form of Exhibit D or G hereto to the extent such reduction is not already accounted for by a reduction in the Available Amount pursuant to (i) above, (iii) plus the amount of all reinstatements as above provided.

Prior to the Termination Date, we may extend the Stated Expiration Date from time to time at the request of the Authority by delivering to you an amendment to this Letter of Credit in the form of Exhibit J hereto designating the date to which the Stated Expiration Date is being extended. Each such extension of the Stated Expiration Date shall become effective on the Business Day following delivery of such notice to you and thereafter all references in this Letter of Credit to the Stated Expiration Date shall be deemed to be references to the date designated as such in such notice. Any date to which the Stated Expiration Date has been extended as herein provided may be extended in a like manner.

Upon the Termination Date this Letter of Credit shall automatically terminate and be delivered to the Bank for cancellation.

This Letter of Credit is transferable in whole only to your successor as Trustee. Any such transfer (including any successive transfer) shall be effective upon receipt by us (which receipt shall be subsequently confirmed in writing to the transferor and the transferee by the Bank) of a signed copy of the instrument effecting each such transfer signed by the transferor and by the transferee in the form of Exhibit I hereto (which shall be conclusive evidence of such transfer) and, in such case, the transferee instead of the transferor shall, without the necessity of further action, be entitled to all the benefits of and rights under this Letter of Credit in the transferor's place; provided that, in such case, any certificates of the Trustee to be provided hereunder shall be signed by one who states therein that he is a duly authorized officer or agent of the transferee.

Communications with respect to this Letter of Credit shall be addressed to us at BNP Paribas, New York Branch, 919 3rd Avenue, New York, New York 10022, Attention: Letter of

Credit Department (or to such other address as we may specify to you in writing), specifically referring to the number of this Letter of Credit.

To the extent not inconsistent with the express terms hereof, this Letter of Credit shall be governed by, and construed in accordance with, the terms of the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 (the *"Uniform Customs"*), except for Article 41 and the first sentence of Article 48(g) thereof. As to matters not governed by the Uniform Customs, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of New York, including without limitation the Uniform Commercial Code as in effect in the State of New York.

All payments made by us hereunder shall be made from our funds by us from a participant of ours in this Letter of Credit and not with the funds of any other person.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amended by reference to any other document whatsoever.

BNP PARIBAS, acting through its San Francisco Branch

By _____
Its Jeffrey S. Kajisa
Vice President

By _____
Its Kelly Fowler
Managing Director

EXHIBIT A
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

NOTICE OF CONVERSION DATE

BNP Paribas
919 3rd Avenue
New York, New York 10022
Attention: Letter of Credit Department

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*), which has been established by you for the account of the Municipal Building Authority of the City Of South Jordan, Utah, in favor of the Trustee.

The undersigned hereby certifies and confirms that the Conversion Date of all of the Bonds has occurred on [insert date], and, accordingly, said Letter of Credit shall terminate 5 days after such Conversion Date in accordance with its terms.

All defined terms used herein which are not otherwise defined herein shall have the same meaning as in the Letter of Credit.

_____
as Trustee

By _____
[Title of Authorized Representative]

EXHIBIT B
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

NOTICE OF TERMINATION

BNP Paribas
919 3rd Avenue
New York, New York 10022
Attention: Letter of Credit Department

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*), which has been established by you for the account of the Municipal Building Authority of the City Of South Jordan, Utah (the *"Authority"*), in favor of the Trustee.

The undersigned hereby certifies and confirms that [(i) no Bonds (as defined in the Letter of Credit) remain Outstanding within the meaning of the Indenture, (ii) all drawings required to be made under the Indenture and available under the Letter of Credit have been made and honored, or (iii) an Alternate Credit Facility has been issued to replace the Letter of Credit pursuant to the First Supplemental Indenture of Trust dated as of June 1, 2004, between the Authority and the Trustee,]* and, accordingly, the Letter of Credit shall be terminated in accordance with its terms.

All defined terms used herein which are not otherwise defined shall have the same meaning as in the Letter of Credit.

_____
as Trustee

By _____
[Title of Authorized Representative]

* Insert appropriate clause.

By Telecopy or Tested Telex
EXHIBIT C
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

INTEREST DRAWING CERTIFICATE

BNP Paribas
919 3rd Avenue
New York, New York 10022
Attention: Letter of Credit Department

The undersigned individual, a duly authorized representative of _____ (the *"Beneficiary"*), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*), issued by BNP Paribas, acting through its San Francisco Branch, in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Indenture.

2. The Beneficiary is entitled to make this drawing under the Interest Portion of the Letter of Credit in the amount of $_____ pursuant to the Indenture with respect to the payment of interest due on all Bonds Outstanding on the Interest Payment Date (as defined in the Letter of Credit) occurring on [insert applicable date], other than Bank Bonds (each as defined in the Letter of Credit).

3. The amount of the drawing is equal to the amount required to be drawn by the Trustee pursuant to Section 5.1(c) of the First Supplemental Indenture.

4. The amount of the drawing specified in paragraph 2 of this Bond does not exceed the amount available on the date hereof to be drawn under the Interest Portion of the Letter of Credit in respect of the payment of interest accrued on the principal amount of the Bonds on or prior to their stated maturity date.

5. The amount of the drawing made by this Bond was computed in compliance with the terms of the Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit.

6. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Bond has been executed this ____ day of _____, ____.

_____
as Trustee

By _____
[Title of Authorized Representative]

By Telecopy or Tested Telex
EXHIBIT D
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

REDEMPTION DRAWING AND REDUCTION CERTIFICATE

BNP Paribas
919 3rd Avenue
New York, New York 10022
Attention: Letter of Credit Department

The undersigned individual, a duly authorized representative of _____ _____ (the *"Beneficiary"*), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*), issued by BNP Paribas, acting through its San Francisco Branch (the *"Bank"*), in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Indenture.

2. The Beneficiary is entitled to make this drawing in the amount of $_____ under the Letter of Credit pursuant to Section 6.1(a) of the First Supplemental Indenture.

3. (a) The amount of this drawing is equal to (i) the principal amount of Bonds to be prepaid pursuant to Section 6.1(a) [_____] [_____]* of the First Supplemental Indenture on [insert applicable date] (the *"Prepayment Date"*) other than Bank Bonds (each as defined in the Letter of Credit), plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the Letter of Credit) to the Redemption Date, provided that in the event the Redemption Date coincides with an Interest Payment Date this drawing does not include any accrued interest on such Bonds.

(b) Of the amount stated in paragraph 2 above:

(i) $_____ is drawn under the Principal Portion of the Letter of Credit in respect of payment of the principal amount of the Bonds referred to in subparagraph (a) above; and

* Insert appropriate subsection.

(ii) $_____ is drawn under the Interest Portion of the Letter of Credit in respect of payment of accrued interest on the principal amount of such Bonds.

4. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

5. The amount of the drawing made by this Bond was computed in compliance with the terms and conditions of the Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit.

6. Upon payment of the amount drawn under the Principal Portion of the Letter of Credit, the Bank is hereby directed to permanently reduce the Principal Portion of the Letter of Credit by $[insert amount of reduction] and the Principal Portion of the Letter of Credit shall thereupon equal $[insert new Principal Portion].

7. Upon payment of the amount drawn under the Interest Portion of the Letter of Credit, the Bank is hereby directed to permanently reduce the Interest Portion of the Letter of Credit by $[insert amount of reduction] (calculated as 35 days of interest on the amount of the reduction of the Principal Portion as provided above at the Cap Interest Rate) and the Interest Portion of the Letter of Credit shall thereupon equal $[insert new Interest Portion].

8. The amount of the reduction in the Available Amount of the Letter of Credit has been computed in accordance with the provisions of the Letter of Credit.

9. Following the reduction, the Available Amount of the Letter of Credit shall be at least equal to the aggregate principal amount of the Bonds outstanding (to the extent such Bonds are not Bank Bonds) plus 35 days' interest thereon at the Cap Interest Rate.

* 10. In the case of a prepayment pursuant to Section 6.1(a) of the First Supplemental Indenture, the Trustee, prior to giving notice of prepayment to the owners of the Bonds, received written evidence from the Bank that the Bank has consented to such prepayment.

* To be included in certificate only if Section 6.1(a) is referenced in paragraph numbered 2 or 3 above.

IN WITNESS WHEREOF, this Bond has been executed this _____ day of _____, ____.

_____
as Trustee

By _____
[Title of Authorized Representative]

By Telecopy or Tested Telex
EXHIBIT E
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

LIQUIDITY DRAWING CERTIFICATE

BNP Paribas
919 3rd Avenue
New York, New York 10022
Attention: Letter of Credit Department

The undersigned individual, a duly authorized representative of _____ (the *"Beneficiary"*) hereby CERTIFIES as follows with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*) issued by BNP Paribas, acting through its San Francisco Branch, in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Indenture.

2. The Beneficiary is entitled to make this drawing under the Letter of Credit in the amount of $_____ with respect to the payment of the purchase price of Bonds tendered for purchase in accordance with Section 3.1(a)(i), 3.1(b)(i), 3.1(b)(ii) or 3.1(b)(iii) of the First Supplemental Indenture and to be purchased on [insert applicable date] (the *"Purchase Date"*) which Bonds have not been remarketed as provided in the Indenture or the purchase price of which has not been received by the Trustee by 10:30 A.M., New York time, on said Purchase Date.

3. (a) The amount of the drawing is equal to (i) the principal amount of Bonds to be purchased pursuant to the Indenture on the Purchase Date other than Bank Bonds (each as defined in the Letter of Credit), plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the Letter of Credit) (or if none, the date of issuance of the Bonds) to the Purchase Date, provided that in the event the Purchase Date coincides with an Interest Payment Date this drawing does not include any accrued interest on such Bonds.

(b) Of the amount stated in paragraph (2) above:

(i) $_____ is drawn under the Principal Portion of the Letter of Credit in respect of the principal portion of the purchase price of the Bonds referred to in subparagraph (2) above; and

(ii) $_____ is drawn under the Interest Portion of the Letter of Credit in respect of payment of the interest portion of the purchase price of such Bonds.

4. The amount of the drawing made by this Bond was computed in compliance with the terms and conditions of the Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit.

5. The Beneficiary will register or cause to be registered in the name of the Bank or its nominee, upon payment of the amount drawn hereunder, Bonds in the principal amount of the Bonds being purchased with the amounts drawn hereunder and will deliver such Bonds to or upon the order of the Bank in accordance with the Indenture.

6. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Bond has been executed this _____ day of _____, 20___.

_____
as Trustee

By _____
[Title of Authorized Representative]

By Telecopy or Tested Telex
EXHIBIT F
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

STATED MATURITY DRAWING CERTIFICATE

BNP Paribas
919 3rd Avenue
New York, New York 10022
Attention: Letter of Credit Department

The undersigned individual, a duly authorized representative of _____ (the *"Beneficiary"*), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*), issued by BNP Paribas, acting through its San Francisco Branch, in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Indenture.

2. The Beneficiary is entitled to make this drawing in the amount of $_____ under the Letter of Credit pursuant to Section 5.1(a) of the First Supplemental Indenture.

3. The amount of this drawing is equal to the principal amount of Bonds outstanding on _____, _____, the maturity date thereof as specified in Section 2.2 of the First Supplemental Indenture, other than Bank Bonds (each as defined in the Letter of Credit).

4. The amount of this drawing made by this Bond was computed in compliance with the terms and conditions of the Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit.

5. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Bond has been executed this _____ day of _____, _____.

_____
as Trustee

By _____
[Title of Authorized Representative]

EXHIBIT G
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

REDUCTION CERTIFICATE

BNP Paribas
919 3rd Avenue
New York, New York 10022
Attention: Letter of Credit Department

The undersigned hereby CERTIFIES with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*), issued by BNP Paribas, acting through its San Francisco Branch (the *"Bank"*), in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Indenture.

2. Upon receipt by the Bank of this Bond, the Principal Portion (as defined in the Letter of Credit) of the Letter of Credit shall be reduced by $_____ and the Principal Portion of the Letter of Credit shall thereupon equal $_____.

3. Upon receipt by the Bank of this Bond, the Interest Portion (as defined in the Letter of Credit) of the Letter of Credit shall be reduced by $_____ and the Interest Portion of the Letter of Credit shall thereupon equal $_____.

4. The amount of the reduction in the Available Amount of the Letter of Credit has been computed in accordance with the provisions of the Letter of Credit.

5. Following the reduction, the Available Amount of the Letter of Credit shall be at least equal to the aggregate principal amount of the Bonds outstanding (to the extent such Bonds are not Bank Bonds, as defined in the Letter of Credit) plus 35 days' interest thereon at the Cap Interest Rate (as defined in the Letter of Credit).

IN WITNESS WHEREOF, this Bond has been executed this _____ day of _____, ____.

_____
as Trustee

By _____
[Title of Authorized Representative]

EXHIBIT H
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

NOTICE OF AMENDMENT

[TRUSTEE]
_____
_____

Attention:

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*), established by us in your favor as Beneficiary. We hereby notify you that, in accordance with the terms of the Letter of Credit and that certain Reimbursement Agreement dated as of June 1, 2004, among the Municipal Building Authority of the City of South Jordan, Utah and us, the Available Amount of the Letter of Credit has been reduced to $_____.

This letter should be attached to the Letter of Credit and made a part thereof.

BNP PARIBAS, acting through its San Francisco Branch

By _____
Its _____

EXHIBIT I
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

TRANSFER CERTIFICATE

BNP Paribas
919 3rd Avenue
New York, New York 10022
Attention: Letter of Credit Department

Ladies and Gentlemen:

Reference is made to that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*) which has been established by the Bank in favor of _____.

The undersigned, a duly authorized officer or agent of [Name of Transferor], has transferred and assigned (and hereby confirms to you said transfer and assignment) all of its rights in and under said Letter of Credit to [Name of Transferee] and confirms that [Name of Transferor] no longer has any rights under or interest in said Letter of Credit.

Transferor and Transferee have indicated on the face of said Letter of Credit that it has been transferred and assigned to Transferee.

The undersigned, a duly authorized officer or agent of the Transferee, hereby certifies that the Transferee is a duly authorized Transferee under the terms of said Letter of Credit and is accordingly entitled, upon presentation of the documents called for therein, to receive payment thereunder.

_____
Name of Transferor

By _____
[Name and Title of Authorized
Officer of Transferor]

_____
Name of Transferee

By _____
[Name and Title of Authorized
Officer of Transferee]

EXHIBIT J
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

NOTICE OF EXTENSION

[TRUSTEE]
_____
_____

Attention:

Ladies and Gentlemen:

Reference is hereby made to that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*), established by us in your favor as Beneficiary. We hereby notify you that, in accordance with the terms of the Letter of Credit and that certain Reimbursement Agreement dated as of June 1, 2004, among the Municipal Building Authority of the City of South Jordan, Utah, the City of South Jordan, Utah and us, the Stated Expiration Date of the Letter of Credit has been extended to _____, _____.

This letter should be attached to the Letter of Credit and made a part thereof.

BNP PARIBAS, acting through its San Francisco Branch

By _____
Its _____

By _____
Its _____

By Telecopy or Tested Telex
EXHIBIT K
TO
BNP PARIBAS
LETTER OF CREDIT

NO. 880023

ACCELERATION DRAWING CERTIFICATE

BNP Paribas
919 3rd Avenue
New York, New York 10022
Attention: Letter of Credit Department

The undersigned individual, a duly authorized representative of _____ (the *"Beneficiary"*), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Irrevocable Transferable Letter of Credit No. 880023 dated June 29, 2004 (the *"Letter of Credit"*), issued by BNP Paribas, acting through its San Francisco Branch (the *"Bank"*) in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Trustee under the Indenture.

2. An Event of Default has occurred under subsection [insert subsection] of Section **[8.1]** **[9.1]** of the Indenture and the Trustee has declared the principal of and accrued interest on all Bonds then outstanding immediately due and payable. The Beneficiary is entitled to make this drawing in the amount of $_____ under the Letter of Credit pursuant to Section [____] of the First Supplemental Indenture in order to pay the principal of and interest accrued on the Bonds due to an acceleration thereof in accordance with Section 8.2 of the First Supplemental Indenture.

3. (a) The amount of this drawing is equal to (i) the principal amount of Bonds outstanding on [insert date of acceleration] (the *"Acceleration Date"*) other than Bank Bonds (as defined in the Letter of Credit), plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date (as defined in the First Supplemental Indenture) to the Acceleration Date.

(b) Of the amount stated in paragraph 2 above:

(i) $_____ is demanded in respect of the principal portion of the Bonds referred to in subparagraph (a) above; and

(ii) $_____ is demanded in respect of accrued interest on such Bonds.

4. The amount of this drawing made by this Certificate was computed in compliance with the terms and conditions of the Indenture and, when added to the amount of any drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount (as defined in the Letter of Credit).

5. Payment by the Bank pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____, 20___.

_____
as Trustee

By _____
[Title of Authorized Representative]

MASTER LEASE AGREEMENT

Dated as of June 1, 2004

By and Between

MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF SOUTH JORDAN , UTAH
AS LESSOR

A Nonprofit Corporation Organized Under the Laws of
the State of Utah

and

THE CITY OF SOUTH JORDAN, UTAH,
AS LESSEE

A Political Subdivision and Body Corporate and Politic of
the State of Utah

Various interests of the Municipal Building Authority of the City of South Jordan, Utah, in this Master Lease Agreement have been assigned to Zions First National Bank, as Trustee under the General Indenture of Trust dated as of the date hereof and by and between the Municipal Building Authority of the City of South Jordan, Utah and Zions First National Bank, as Trustee, and is subject to the security interest of Zions First National Bank, as Trustee under said Indenture.

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MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (the "Master Lease") dated as of June 1, 2004, entered into by and between the MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH (the "Authority"), as lessor hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as grantor under a General Indenture of Trust of even date herewith (the "General Indenture"), and the CITY OF SOUTH JORDAN, UTAH (the "City"), as lessee hereunder, a body politic created and validly existing under the laws of the State of Utah;

W I T N E S S E T H:

WHEREAS, the City has previously authorized and directed the creation of the Authority pursuant to the provisions of a resolution adopted on August 3, 1993; and

WHEREAS, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the laws of the State of Utah, including, in particular, the provisions of the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated 1953, as amended (the "Building Authority Act"), and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6A, Utah Code Annotated 1953, as amended (the "Nonprofit Corporation Act"); and

WHEREAS, under the articles of incorporation of the Authority (the "Articles") and the Building Authority Act, the objects and purposes for which the Authority has been founded and incorporated are to acquire, construct, improve or extend any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, which improvements, facilities, properties and appurtenances need not be situated within the boundaries of the City (collectively, the "Projects") and to finance or refinance the costs thereof on behalf of the City in accordance with the procedures and subject to the limitations of the Building Authority Act and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Refunding Bond Act" and together with the Building Authority Act and the Nonprofit Corporation Act, the "Act"), in order to accomplish the public purposes for which the City exists; and

WHEREAS, the Authority is possessed under the Articles and the Act of all powers set forth in the Act, the Constitution and other laws of the State of Utah, including, without limitation, the power to acquire, own, hold, lease and improve real and personal property and to enter into agreements providing for a lease, mortgage or other conveyance of real and personal property; and

WHEREAS, the Authority and the City desire to undertake the acquisition, construction and equipping of Projects and to finance or refinance all or a portion of the

Costs of Acquisition and Construction thereof (as herein defined) through the issuance of Bonds by the Authority (as defined below); and

WHEREAS, at the request of the City, the Authority desires to finance (i) the acquisition of a golf and games recreational facility (the "Recreational Facility") (ii) the construction of certain infrastructure improvements to the Recreational Facility, including adjustments to certain lighting, adjustments to certain tee boxes, fairways and greens to accommodate road construction, the addition of arcade games and concession stands, and other related improvements (the "Infrastructure Improvements" and, collectively with the Recreational Facility, the "2004 Project"; all as more fully described in Exhibit A hereto), (iii) capitalized interest on the Series 2004 Bonds (iv) a debt service reserve fund, and (v) costs associated with the issuance of the Series 2004 Bonds; and

WHEREAS, the Authority desires to issue its Adjustable Rate Lease Revenue Bonds, Series 2004 (the "Series 2004 Bonds") in the aggregate principal amount of $12,500,000 for the purposes set forth in the preceding recital; and

WHEREAS, the City has reviewed and approved the estimated costs of the 2004 Project; and

WHEREAS, the City desires to lease, as lessee, on an annually renewable basis, the 2004 Project and any other Projects hereafter acquired by the Authority for lease to the City, and the Authority desires to lease, as lessor, the 2004 Project and any other Projects hereafter acquired to the City, as lessee, under the terms and provisions set forth in this Master Lease; and

WHEREAS, under the provisions of resolutions adopted on April 6, 2004, and June 22, 2004, the City Council of the City has authorized and approved the execution of this Master Lease, the General Indenture (the "General Indenture") and a First Supplemental Indenture of even date herewith (the "First Supplemental Indenture," and collectively with the General Indenture, the "Indenture") each by and between the Authority and Zions First National Bank, as trustee, the Security Instrument Agreement (as defined below), the Remarketing Agreement (as defined below), the issuance of the Series 2004 Bonds, and the taking of any other actions necessary to the issuance of the Series 2004 Bonds; and

WHEREAS, under the provisions of resolutions adopted on April 6, 2004, as amended on May 18, 2004, and adopted on June 22, 2004, the Governing Board of the Authority (the "Governing Board") has authorized, approved, and directed the execution of the Master Lease, the Indenture, the Security Instrument Agreement, the Remarketing Agreement, the issuance of the Series 2004 Bonds and the taking of any other actions necessary to the issuance of the Series 2004 Bonds; and

WHEREAS, the Authority has elected to cause, and is causing to be delivered to the Trustee, an irrevocable letter of credit dated the date of the Series 2004 Bonds (the "Letter of Credit" or "Security Instrument") issued by BNP Paribas, acting through its San Francisco Branch (the "Bank" or "Security Instrument Issuer") in an amount which

shall at all times includes the principal amount of the Series 2004 Bonds, plus an amount equal to thirty-five (35) days' interest on the Series 2004 Bonds at ten percent (10%) per annum; and the initial term of the Security Instrument begins June 29, 2004 and ends June 29, 2009; and

WHEREAS, the Security Instrument Issuer will be entitled to reimbursement by the Authority for all amounts drawn under the Security Instrument pursuant to a Reimbursement Agreement dated as of June 1, 2004 (the "Reimbursement Agreement" or "Security Instrument Agreement") among the Authority, the City, and the Bank, as amended and supplemented from time to time; and

WHEREAS, the Indenture provides that, unless the Authority elects to convert to a different interest rate determination method, the Series 2004 Bonds shall bear interest at a rate determined weekly; and

WHEREAS, the Indenture provides that so long as the Series 2004 Bonds bear interest at a variable rate, the Series 2004 Bonds shall be subject to optional and mandatory tender by the registered owners thereof for purchase by the Trustee on the purchase dates established in accordance with the Indenture; and

WHEREAS, the Authority desires to enter into a Remarketing Agreement dated as of June 1, 2004 (the "Remarketing Agreement"), between the Authority and Wells Fargo Brokerage Services, LLC to remarket the Series 2004 Bonds tendered for purchase and to determine the interest rate necessary to remarket the Series 2004 Bonds at par; and

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Articles, the Authority proposes to undertake the financing or refinancing of Projects (including the financing of the 2004 Project) and the leasing of such Projects to the City under the terms and provisions of this Master Lease; and

WHEREAS, the Authority proposes to finance all or a portion of the Costs of Acquisition and Construction (as defined below) of the 2004 Project through the issuance of the Series 2004 Bonds; and

WHEREAS, the Authority may finance or refinance all or a portion of the Costs of Acquisition and Construction of other Projects through the issuance of its Bonds under the General Indenture; and

WHEREAS, all Bonds issued under the General Indenture will be secured as provided in the Indenture including by means of the Security Instrument, Security Documents, a pledge and assignment of this Master Lease, and certain revenues and receipts derived by the Authority from the Projects, all as more fully set forth in the Indenture; and

WHEREAS, so long as it is not in default under the Security Instrument the Security Instrument Issuer shall be secured as provided in the Indenture including by means of a pledge and assignment of the Master Lease and certain revenues and receipts derived by the Authority thereunder:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

All terms defined in the Indenture, unless the context otherwise requires, shall have the same meaning in this Master Lease. In addition, unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Master Lease and the Indenture, have the meaning herein specified.

"Act" means collectively, the Building Authority Act, the Nonprofit Corporation Act and, to the extent applicable, the Refunding Bond Act.

"Additional Rentals" means the cost of all taxes, insurance premiums and expenses payable by, and fees of, the Trustee with respect to the Bonds as well as all other charges and costs which the City assumes or agrees to pay exclusively from City Funds under Section 6.3 of this Master Lease, together with all interest and penalties that may accrue thereon in the event that the City shall fail to pay the same, as specifically set forth herein.

"Amendment to Master Lease" means any amendment to this Master Lease between the Authority, as lessor, and the City, as lessee, entered into pursuant to and in compliance with the provisions of Section 15.6 of this Master Lease and Article XII of the General Indenture.

"Authority" means the Municipal Building Authority of the City of South Jordan, Utah, a nonprofit corporation organized under the laws of the State, acting in the capacity of lessor under this Master Lease and as grantor under the Indenture, and any successor to the duties and functions of the Authority.

"Authority Representative" means the person or persons at any time designated to act on behalf of the Authority for purposes of performing any act on behalf of the Authority with respect to a Project by a written certificate furnished to the City, the Trustee, and the Security Instrument Issuer containing the specimen signature of such person or persons and signed on behalf of the Authority by any duly authorized officer of the Authority. Such certificate may designate an alternate or alternates. The Authority Representative may be an officer or employee of the Authority or the City.

"Base Rentals" means the payments payable by the City exclusively from City Funds pursuant to Section 6.2 hereof during the Original Term and any applicable Renewal Term hereof, which constitute the payments payable by the City for and in consideration of the right of use of the Projects during such Original Term and applicable Renewal Terms and the purchase option granted herein and include amounts payable as principal or interest with respect to the Bonds under the terms of a Security Instrument Agreement.

"Building Authority Act" means the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated 1953, as amended.

"City" means the City of South Jordan, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State ofUtah, and any entity succeeding to its rights and obligations under this Master Lease. Any reference herein to the "governing body" of the City shall refer to the City Council and to any successor governing body as authorized by applicable law.

"City Funds" means all revenues, receipts and other legally available moneys, including, without limitation, (i) payments received by the City from operation of the Projects, (ii) amounts representing capitalized interest during the construction of a Project, and (iii) moneys derived from ad valorem property taxes and other taxes, all to the extent the same are budgeted and appropriated by the governing body of the City for the purpose of paying Base Rentals, Additional Rentals, or the Purchase Option Price hereunder during the Original or any Renewal Term in which this Master Lease may be in effect.

"City Representative" means the person at any time designated to act on behalf of the City for purposes of performing any act with respect to a Project by a written certificate furnished to the Authority, the Trustee, and the Bank containing the specimen signature of such person and signed on behalf of the City by the Mayor or any duly authorized officer thereof. Such certificate may designate an alternate or alternates. The City Representative may be an officer or employee of the Authority or the City.

"Completion Date" means the date of completion of construction of a Project, within the meaning of Section 17A-3-906 of the Building Authority Act, and of final acceptance by the City of such Project as provided in Section 7.5 herein.

"Construction Contract" means any contract or agreement relating to the acquisition, design, development or construction of a Project or portion thereof.

"Construction Fund" means the Construction Fund established under the Indenture.

"Contractor" means the contracting party to a Design Contract and/or a Construction Contract with the Authority and/or the City.

"Costs of Acquisition and Construction" means:

(a) obligations of the City or the Authority incurred for labor, materials and equipment in connection with a Project;

(b) the cost of payment, performance or other bonds and any and all types of insurance (including but not limited to title insurance) that may be necessary or appropriate to have in effect during the course of a Project;

(c) all costs of planning and designing a Project, including architectural, planning, engineering, legal and fiscal advisors' fees and the costs incurred by the City or the Authority for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising

construction, as well as for the performance of all other duties required by or consequent to the proper and timely completion of such Project;

(d) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the acquisition and construction of a Project;

(e) the cost of equipment and furnishings for a Project, the cost of acquiring a site for a Project (or any interest therein) and all other costs authorized by the Building Authority Act which are considered to be a part of the costs of a Project in accordance with generally accepted accounting principles, including but not limited to interest accruing on the Bonds during the period required to complete the acquisition and construction of such Project and for not more than twelve (12) months after the Completion Date;

(f) any sums required to reimburse the Authority or the City for advances by either of them for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to a capital account in respect of a Project;

(g) such amounts as the governing body of the Authority shall find to be necessary to provide necessary working capital in connection with a Project; and

(h) all expenses connected with the authorization, sale and issuance of a series of Bonds and the refunding of any Bonds, including the initial fees of the Trustee, escrow agent, rating agency fees, bond insurance premiums, fees for outside attorneys or accountants, whose opinions are required to obtain the issuance of the Bonds, financial advisors' fees and commissions and printing costs, those amounts as the Authority shall find necessary to establish reserves and maintenance, repair, replacement, and contingency funds and accounts, and the interest on Bonds for a reasonable time prior to, during, and for a reasonable period of time after completion of a Project.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund established under the Indenture.

"Design Contract" means any contract or agreement relating to the architecture, design, engineering or planning of a Project or portion thereof.

"Event of Default" means one or more events of default as defined in Section 14.1 herein.

"Event of Nonappropriation" means:

(a) a failure by the City to renew this Master Lease by failing or refusing to budget and appropriate sufficient City Funds for the payment of all or

any part of the Base Rentals and Additional Rentals for any Renewal Term hereof as set forth in Section 4.1 and Section 6.6 hereof; and

(b) a failure of the City Council to adopt a supplemental budget during the then current Fiscal Year prior to the date the actual interest due on the Bonds exceeds the sum of (x) the amount budgeted by the City Council to pay interest on the Bonds during such Fiscal Year plus (y) the amounts, if any, available in the Debt Service Reserve Fund with respect to the applicable series of Bonds; or

(c) the failure of the City Council to adopt a supplemental budget during the then current Fiscal Year, as provided in the second paragraph of Section 6.8 hereof, if the actual Additional Rentals exceed amounts currently budgeted by the City Council for the payment of Additional Rentals all as more specifically set forth in Section 6.8 hereof; or

(d) the failure of the City Council to adopt a supplemental budget for payment of Additional Rentals within five days after an Event of Nonappropriation shall have been deemed to occur pursuant to the second paragraph of Section 6.8 below.

The existence or nonexistence of an Event of Nonappropriation shall be determined as of the date on which the governing body of the City fails or refuses to adopt a final budget in accordance with applicable law which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term as contemplated by Section 4.1 hereof or on any earlier or later date on which the Trustee receives written notice from the City that the governing body of the City has failed or refused to make such appropriations and the term of this Master Lease will not be renewed; provided, however, that the Trustee may waive, with the consent of the Security Instrument Issuer, any Event of Nonappropriation which is cured by the City within a reasonable time if, in the Trustee's judgment, such waiver is in the best interests of the Bondholders, except as otherwise provided in Section 4.1 hereof. Notwithstanding anything herein to the contrary, the City's failure or refusal to adopt a final budget in accordance with applicable law within the time provided by Section 4.1 hereof which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term shall constitute an Event of Nonappropriation.

"Fiscal Year" means the twelve-month period used from time to time by the City for its financial accounting purposes.

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies and terrorists; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the City and not due to its negligence.

"General Indenture" means the General Indenture of Trust dated as of June 1, 2004, by and between the Authority and the Trustee.

"Indenture" means the General Indenture and any supplements or amendments thereto entered into in compliance with the provisions of Article XI of the General Indenture.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State and who is not a full-time employee of the Authority, the City or the Trustee.

"Lease Term" means the duration of the leasehold estate created in the Projects as provided in Article IV of this Master Lease, including the Original Term and the Renewal Terms, if any.

"Master Lease" means this Master Lease Agreement dated as of June 1, 2004, as the same shall be amended from time to time.

"Net Proceeds," when used with respect to (i) any performance or payment bond proceeds, (ii) proceeds from policies of insurance required hereby (including any self-insurance), (iii) any condemnation award, (iv) proceeds resulting from a default under a contract relating to the acquisition and construction of a Project (including liquidated damages, if any), or (v) the proceeds of any liquidation of all or portions of a Project, means the amount remaining after deducting all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Nonprofit Corporation Act" means the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended.

"Original Term" means the portion of the Lease Term which terminates on June 30, 2004.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or which the City may, pursuant to the provisions of Article IX hereof, permit to remain unpaid; (ii) this Master Lease including any security interests granted herein; (iii) utility access and other easements and rights of way, restrictions and exceptions which the City Representative and the Authority Representative certify in writing to the Trustee will not interfere with the operation of the Projects or impair the marketability of title to the Projects or the general security provided for the Bondholders of the Bonds and which are acceptable to the Security Instrument Issuer; (iv) the Security Documents and related financing statements; (v) the ownership interests of the City in any real or personal property which is the subject of any lease between the City and the Authority that is entered into in the furtherance of any Project; (vi) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right in respect thereof if payment is not yet due under the contract in question; and (vii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Projects and as do not, in the opinion of

Independent Counsel, materially impair the operation or marketability of title to the Projects.

"Person" or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Projects" has the meaning ascribed to that term in the Indenture and includes the 2004 Project.

"Purchase Option Price" means an amount payable, at the option of the City, at any time for the purpose of terminating the payment obligation of the City under this Master Lease with respect to a Project and purchasing the Authority's interest in such Project, which amount, when added to the amounts then on deposit in the Bond Fund and the subaccount within the Debt Service Reserve Fund with respect to such Project (other than moneys held by the Trustee for the payment of the Bonds under the Indenture not deemed Outstanding), shall be sufficient (i) to pay, defease, retire and/or redeem all the Outstanding Bonds of the Series of Bonds issued to finance or refinance the particular Project in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, the principal of and interest to maturity or earliest applicable redemption date of the relevant Bonds and premium, if any, thereon, the expenses of defeasance, redemption, or both, including escrow agent fees, if any, and fee and expenses of the City, the Authority and the Trustee), (ii) in case of redemption, to make arrangements satisfactory to the Trustee for the giving of the required notice of redemption, and (iii) to make any payment of rebate with respect to the Bonds to be paid, defeased, retired and/or redeemed.

"Refunding Bond Act" means the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

"Renewal Terms" means the optional Renewal Terms of the Lease Term as provided in Article IV of this Master Lease.

"Rentals" means all Base Rentals and Additional Rentals payable during the Original Term and each Renewal Term under this Master Lease.

"Security Instrument" means the Letter of Credit or any Alternate Security Instrument delivered to the Trustee pursuant to Article V of the First Supplemental Indenture.

"Security Instrument Agreement" means the Reimbursement Agreement and any agreement of the Authority with a Security Instrument Issuer setting forth the obligations of the Authority to such Security Instrument Issuer arising out of any payments under a Security Instrument and which provides that it shall be deemed to be a Security Instrument Agreement for the purpose of the First Supplemental Indenture.

"Security Instrument Costs" means all fees, expenses, and other costs, other than Series 2004 Security Instrument Repayment Obligations, required to be paid to the Bank pursuant to the Reimbursement Agreement.

"Security Instrument Issuer" means the Bank or its agent with respect to the Security Instrument or the institution issuing or causing to be issued any Alternate Security Instrument.

"Security Instrument Repayment Obligations" means, as of any date of calculation and with respect to the Reimbursement Agreement, those outstanding amounts payable by the Authority under the Reimbursement Agreement necessary to repay the Security Instrument Issuer for payments previously or concurrently made by it; *provided, however,* that Security Instrument Costs shall not be included in the calculation of the amount of Security Instrument Repayment Obligations.

"Series 2004 Bonds" means the Authority's Adjustable Rate Lease Revenue Bonds, Series 2004, originally issued in the aggregate principal amount of $12,500,000.

"State" means the State of Utah.

"Trustee" means Zions First National Bank, and its successors and any association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

"2004 Project" means collectively, the (i) the acquisition of a golf and games recreational facility (the "Recreational Facility") (ii) the construction of certain infrastructure improvements to the Recreational Facility, including adjustments to certain lighting, adjustments to tee boxes, fairways, and greens to accommodate road construction, addition of arcade games and concession stands, and other related improvements, as more fully described in Exhibit A hereto.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the Authority, the Security Instrument Issuer and the Trustee as follows:

(a) The City is a body politic duly existing as such within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the City is authorized to enter into the transactions contemplated by this Master Lease and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this Master Lease. The City agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) The Authority has by this Master Lease leased the 2004 Project and may, pursuant to this Master Lease, lease other Projects to the City as hereinafter provided. It is understood by the parties hereto that the Authority has all rights, title and interest in the 2004 Project, subject to Permitted Encumbrances.

(c) During the Lease Term, the 2004 Project will at all times be used for purposes which are within and consistent with the legal rights, powers and authority of the Authority and the City under the Constitution and laws of the State.

(d) The City is not in default under any of the provisions of the laws of the State which default would affect its existence or its powers referred to in Section 2.1(a) above. Neither the execution and delivery of this Master Lease nor the issuance and sale by the Authority of its Bonds, nor the performance by the City of its obligations under this Master Lease or the Security Instrument Agreement will constitute on the part of the City a breach of or a default under, any existing law, court or administrative regulation, decree, order or any material agreement, indenture, mortgage, lease or any other instrument to which the City is subject or by which it is or may be bound.

(e) There is no action, suit or proceeding pending or, to the best knowledge of the City, threatened, or any basis therefor, before any court or administrative agency which may adversely affect the City or ability of the City to perform its obligations under this Master Lease or the Security Instrument Agreement. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the City of this Master Lease and the Security Instrument Agreement or in connection with the carrying out by the City of its obligations under this Master Lease and the Security Instrument Agreement have been obtained.

(f) The 2004 Project constitutes a "project" within the meaning of the Building Authority Act.

(g) The acquisition and construction of, and the intended use by the City of the 2004 Project complies with all presently applicable state and local building and zoning ordinances.

(h) The acquisition and construction of the 2004 Project will be accomplished in accordance with all applicable laws and is necessary and appropriate for accomplishing one or more of the authorized functions or public purposes of the City and is suitable for such purpose and in furtherance of the purposes of the City and the best interests of the citizens of the City.

(i) The voters of the City have never rejected (as contemplated by Section 11-14a-1, Utah Code Annotated 1953, as amended) the question of whether general obligation bonds of the City should be issued to finance the 2004 Project.

Section 2.2 Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants for the benefit of the City and the Trustee as follows:

(a) The Authority is a nonprofit corporation duly incorporated and in good standing under the laws of the State and is duly qualified to transact business in the State, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has the corporate power and authority to enter into this Master Lease and has duly authorized and approved the execution and delivery of this Master Lease by proper corporate action.

(b) The Authority agrees that, so long as this Master Lease has not been terminated, it will maintain its corporate existence, will continue to be a corporation in good standing under the laws of the State, will not dissolve or otherwise dispose of all or substantially all of its assets, except as provided in this Master Lease (or similar leases), and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it.

(c) The Authority will cause the 2004 Project to be acquired and constructed (subject to Permitted Encumbrances) and will complete or cause to be completed the acquisition and construction of the 2004 Project in accordance with the plans and specifications therefor. The Authority will lease the 2004 Project to the City as hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the 2004 Project, subject to Permitted Encumbrances.

(d) The Authority will not pledge the Base Rentals, the Additional Rentals, Purchase Option Price or any of its other rights under this Master Lease and will not assign its interest in or encumber the 2004 Project except as provided

hereunder or under the Indenture, the Security Instrument Agreement and the Security Documents. All property and moneys received by the Authority from the City will, so long as no Event of Nonappropriation or Event of Default shall occur, be applied for the benefit of the City, and all property and moneys received by the Authority under this Master Lease with respect to the 2004 Project and under the Indenture for the Bondholders of the Bonds will be applied for the proportionate benefit of said Bondholders.

(e) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority except Permitted Encumbrances.

(f) Except as otherwise provided in this Master Lease, the Reimbursement Agreement, the Indenture and the Security Documents (as defined in the Indenture), the Authority will not assign this Master Lease, its rights to payments from the City or its duties and obligations under this Master Lease to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(g) The Authority will not use any of the proceeds of the sale of the Series 2004 Bonds in a manner not authorized by the terms of this Master Lease, the Indenture or the exhibits hereto and thereto.

(h) There is no action, suit or proceeding pending or, to the best knowledge of the Authority, threatened, or any basis therefor, before any court or administrative agency which might adversely affect the Authority or the ability of the Authority to perform its obligations under this Master Lease, the Indenture, the Security Instrument Agreement, and the Security Documents. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Authority of this Master Lease, the Indenture, the Security Instrument Agreement, the Security Documents or in connection with the carrying out by the Authority of its obligations under this Master Lease, the Indenture and the Security Documents have been obtained.

(i) The Authority gave notice of its intent to issue the Series 2004 Bonds and no petition meeting the requirements of Section 17A-3-909 of the Act was submitted during the 30-day period following publication of such notice.

ARTICLE III

DEMISING CLAUSE

The Authority hereby demises and leases the 2004 Project, and the City leases the same from the Authority, subject only to Permitted Encumbrances in accordance with the provisions of this Master Lease, to have and to hold under this Master Lease unless sooner terminated as expressly provided herein. Nothing in this Master Lease shall be construed to require the City to operate the 2004 Project other than as the lessee hereunder or to exercise its right to purchase any or all of the 2004 Project or any portion thereof as provided in Article XII of this Master Lease.

The Trustee shall be empowered, after an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under this Master Lease, the Indenture, the Security Instrument Agreement or the Security Documents, to collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees, and apply the net amount collected to the Base Rentals and Additional Rentals required herein, but no such collection shall be deemed a waiver of any agreement, term, covenant or condition hereof, or the acceptance of any sublessee as lessee hereunder.

The Authority warrants and covenants that it has a valid interest in and to the real property on which the 2004 Project is located and that it will acquire, construct, equip and furnish the 2004 Project for the exclusive use of the City or other sublessees, subject to Permitted Encumbrances. The Authority will cause to be furnished to the Trustee at the time of delivery of the Series 2004 Bonds, title insurance or an endorsement thereof which meets the requirements of Section 2.4 of the General Indenture and the Security Instrument Agreement. The Authority hereby grants to the City the right to purchase the 2004 Project upon payment of the Purchase Option Price as provided herein.

ARTICLE IV

LEASE TERM

Section 4.1 Commencement of Lease Term. The Original Term shall commence as of the date of delivery of the Series 2004 Bonds and shall terminate at midnight on June 30, 2004. The Lease Term may be continued, solely at the option of the City, beyond the expiration of the Original Term for an additional one year, (the first "Renewal Term") and for twenty-four (24) additional Renewal Terms thereafter each of one year in duration (except that the final Renewal Term shall commence July 1, 2028, and end on February 1, 2029) upon the City having adopted a final budget in accordance with applicable law prior to the end of the then-current Original Term or Renewal Term, as the case may be, that appropriates specifically with respect to this Master Lease sufficient City Funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the next following Renewal Term, it being understood that by budgeting and appropriating such amounts, the City shall have elected to continue the Lease Term for the next following Renewal Term and shall have given adequate notice thereof as contemplated by Section 17A-3-905(3)(a) of the Act. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals and Purchase Option Price shall be as otherwise specified in Schedule I attached hereto, for each such Renewal Term, as such Schedule may be revised as provided in Section 4.4 hereof. The first appropriation by the City is expected to be made for the Fiscal Year commencing July 1, 2004.

Within five (5) days after the adoption of such final budget, the City shall deliver written notice to the Trustee, the Security Instrument Issuer and to the initial Owners of the Series 2004 Bonds (through The Depository Trust Company) stating that the City has extended the term of this Master Lease for the succeeding Renewal Term, describing in reasonable detail the actions taken by the governing body of the City (if such actions are then required to pay any Rentals hereunder or, if no such actions are then required, explaining the reasons therefor) to appropriate funds sufficient for the purpose of paying the Base Rentals and reasonably estimated Additional Rentals (as provided in Section 6.2 and Section 6.3 hereof) to become due during such succeeding Renewal Term. Unless the Trustee shall have previously received the foregoing notice applicable to the next succeeding Renewal Term, the Trustee shall, at least twenty (20) days prior to the last day of each Fiscal Year, make written inquiry of the City as to whether the City has extended the term of this Master Lease and whether the governing body of the City shall have made the appropriation necessary to pay the Base Rentals and reasonably estimated Additional Rentals to become due during such succeeding Renewal Term. The City shall deliver written notice to the Trustee and the Security Instrument Issuer as soon as practicable, but in no event later than the expiration of the Original Term or the then current Renewal Term, stating (as the case may be) that: (i) the governing body of the City has failed or refused to appropriate, specifically with respect to this Master Lease, moneys sufficient to pay such reasonably estimated Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term and stating what actions the City and its officials propose to take with respect to this Master Lease, the

Projects and any budgetary procedures for any Base Rentals and Additional Rentals that may thereafter accrue; or (ii) that the City is precluded from adopting its final budget for the fiscal year in question due to the procedural requirements of State law described below.

In the event the governing body of the City is precluded, solely as a result of notice, hearing or other procedural requirements imposed by State law in connection with the adoption of a final budget (such as the requirements contained in Sections 59-2-918 through 59-2-923, Utah Code Annotated 1953, as amended), from adopting a final budget on or prior to the last day of any Fiscal Year, no Event of Nonappropriation shall be deemed to have occurred as a result of the failure to so adopt a final budget, provided that: (i) prior to the last day of such Fiscal Year, the governing body of the City shall have adopted a tentative budget which includes a tentative appropriation of City Funds sufficient to pay the Base Rentals and reasonably estimated Additional Rentals to become due during the succeeding Renewal Term; (ii) prior to the last day of such Fiscal Year, the City shall have delivered to the Trustee a copy of the tentative budget adopted by its governing body and a notice stating that it is the intention of the governing body to renew the Lease Term upon the adoption of the final budget; (iii) any Base Rentals or Additional Rentals described in the preceding paragraph together with any Rentals which become due and payable pursuant to the terms of this Master Lease prior to the adoption of such final budget, shall be paid by the City in accordance with the tentative budget adopted by the governing body of the City; and (iv) the governing body of the City shall adopt a final budget on or before the last date allowable under applicable law that includes the appropriation of City Funds required under this Section 4.1 to renew the Lease Term. The City shall promptly file a copy of the final budget so adopted by its governing body with the Trustee and the Security Instrument Issuer, upon request.

Section 4.2 Termination of Lease Term. The Lease Term shall terminate upon the first to occur of the following events:

(a) the expiration of the Original Term or Renewal Term of this Master Lease during which an Event of Nonappropriation shall occur;

(b) the exercise by the City of its option to purchase the Authority's interest in all of the Projects, granted under the provisions of this Master Lease;

(c) an Event of Default and the election of the Authority or the Trustee to terminate this Master Lease under Article XIV hereof;

(d) the discharge of the lien of the Indenture under Article VIII thereof;

(e) the termination of the Lease Term pursuant to Section 10.3 of this Master Lease under the conditions provided therein; or

(f) the last day of the final Renewal Term of this Master Lease, upon payment of all Base Rentals and Additional Rentals required hereunder, as well as

the payment of all obligations owing to the Security Instrument Issuer under the Security Instrument Agreement.

Section 4.3 Effect on the City of Expiration or Termination of the Term of this Master Lease. The expiration or termination of the term of this Master Lease as to the City's right of possession and use of the Projects pursuant to Section 4.2 hereof shall terminate all obligations of the City under this Master Lease (except to the extent that the City incurred any obligation to pay Rentals from moneys theretofore appropriated and available for such purpose) and shall terminate the City's rights of use, occupancy and operation of the Projects; provided, however, that all other terms of this Master Lease and the Indenture, including all obligations of the Trustee with respect to the Bondholders and the receipt and disbursement of funds, shall be continuing until the liens of the Indenture are discharged or foreclosed, as provided in the Indenture, except that all obligations of the City to pay any amounts to the Bondholders, the Security Instrument Issuer and the Trustee hereunder shall thereafter be satisfied only as provided in the Indenture. The termination or expiration of the term of this Master Lease as to the City's right of possession and use pursuant to Section 4.2 hereof, in and of itself, shall not discharge the lien of the Indenture.

Section 4.4 Revised Schedule of Base Rentals and Option Price. Upon partial redemption of any Series of Bonds pursuant to the Indenture, or the issuance of Additional Bonds or Refunding Bonds pursuant to the Indenture, the Authority shall provide the City with a revised schedule of Base Rentals which schedule shall take into account such redemption or issuance and shall be and become for all purposes thereafter Schedule I to this Master Lease setting forth the Base Rentals.

Section 4.5 City's Obligation With Respect to Base Rentals for 2004 Project. Notwithstanding anything to the contrary in this Master Lease, the City shall appropriate, if at all, for the payment of Base Rentals based upon a reasonable expectation of the Interest Rate that the Series 2004 Bond will bear during the next succeeding Renewal Term (but in no event less than the average Interest Rate over the prior Fiscal Year plus two percent (2%)). However, the City shall pay only those Base Rentals which constitute principal and interest payments actually due and payable on the Series 2004 Bonds as provided in the Indenture and herein. In the event that the actual Interest Rate of the Series 2004 Bonds exceeds the reasonable expectation originally appropriated for, the City covenants to (i) use other legally available funds and/or (ii) reopen the budget to access other funds. Should the City still not be able to provide for payment of Base Rentals, the City shall give Immediate Notice to the Trustee and the Security Instrument Issuer of its inability to make its rental payment.

ARTICLE V

ENJOYMENT OF PROJECTS

The Authority hereby covenants to provide the City during the Lease Term with quiet use and enjoyment of the Projects, and the City shall, by keeping and performing the agreements and covenants on its part contained in this Master Lease, during the Lease Term peaceably and quietly have and hold and enjoy the Projects, without suit, trouble or hindrance from the Authority, the Trustee or the Bondholders, except as expressly set forth herein and in the Indenture, the Reimbursement Agreement and the other Security Documents. Neither the Authority, the Trustee nor any Bondholder shall interfere with such quiet use and enjoyment during the Lease Term so long as no Event of Default or Event of Nonappropriation shall have occurred. The Authority shall, at the request of the City and at the cost of the City, join in any legal action in which the City asserts its right to such possession and enjoyment, to the extent that the Authority may lawfully do so. In addition, the City may at its own expense join in any legal action affecting its possession and enjoyment of the Projects and shall be joined as a party in any action affecting its liabilities hereunder.

The Authority, the Security Instrument Issuer and the Trustee and their respective designated representatives shall have the right at all reasonable times during business hours (and in emergencies at all times) to enter into and upon the Projects for the purpose of inspecting the same, for any purpose related to the Authority's obligations or rights under this Master Lease or for any other lawful purpose.

ARTICLE VI

PAYMENTS BY THE CITY

Section 6.1 Payments to Constitute a Current Expense of the City. The City and the Authority acknowledge and agree that the obligation of the City to pay Base Rentals and Additional Rentals under this Master Lease constitutes a current expense of the City payable exclusively from City Funds and shall not in any way be construed to be an obligation or indebtedness of the City within the meaning of Sections 3 or 4 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the City concerning the creation of indebtedness. No provision of this Master Lease shall be construed or interpreted (i) to require the governing body of the City to appropriate any money to pay the Base Rentals, the Additional Rentals or the Purchase Option Price, or (ii) as a lending of the credit of the City within the meaning of Section 29 of Article VI of the Utah Constitution. Neither the City, nor the Authority on its behalf, has pledged the credit of the City to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price, the Bonds or the interest thereon, and neither this Master Lease, the Indenture nor the Bonds shall directly or contingently obligate the City to apply money, or to levy or pledge any form of taxation, to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price or the Bonds or any interest thereon except as expressly provided herein.

Section 6.2 Payment of Base Rentals.

(a) The City shall pay Base Rentals exclusively from City Funds. The City shall pay Base Rentals during the Original Term and any Renewal Term in such amounts as shall be sufficient to pay principal and interest when due on the Bonds. The Base Rentals shall be payable directly to the Trustee at the times and manner and in the amounts as specified in the schedule of Base Rental payments attached as Schedule I hereto as shall equal the interest payments falling due on the Bonds and the principal payments falling due on the Bonds either by regularly scheduled maturities, optional redemption or by mandatory sinking fund redemption, on the next succeeding principal payment date, such that there shall be on deposit with the Trustee (i) in the Series 2004 Reimbursement Account while the Bonds are Adjustable Rate Bonds, at least as of the date of each principal and/or interest payment date on the Bonds an amount sufficient to make such payment or (ii) in the Bond Fund while the Bonds are not Adjustable Rate Bonds, at least fifteen (15) calendar days prior to each principal and/or interest payment date on the Bonds an amount sufficient to make such payment. The City understands that the Base Rental Payment Schedule attached as Schedule I may be revised from time to time based on the Interest Rate Mode of the Bonds, the redemption of Bonds (other than mandatory sinking fund redemptions) or the issuance of any Additional Bonds or Refunding Bonds allowed under the Indenture. The City hereby agrees to pay the Base Rentals in accordance with the Base Rental Payment Schedule attached hereto as Schedule I as it may be revised from time to time by such amounts as are necessary to reflect the Interest Rate Mode of the Bonds, the redemption of the principal of certain Bonds or to pay the

principal of the Additional Bonds or Refunding Bonds and interest on such Additional Bonds or Refunding Bonds.

In addition, in the event the market value of the amount on deposit in the Debt Service Reserve Fund is, for any reason, reduced below the Debt Service Reserve Requirement, if any, including a reduction below the Debt Service Reserve Requirement resulting from payment under a Reserve Instrument, the City shall, in the event it elects to renew this Master Lease during the following Renewal Term, and as a condition of renewal, either (i) pay to the Trustee in two substantially equal semiannual payments additional Base Rentals during the following Renewal Term in an amount sufficient to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement, or (ii) pay to the Reserve Instrument Provider as additional Base Rentals, an amount sufficient to reinstate the Reserve Instrument to its initial Reserve Instrument Limit. Notwithstanding anything contained herein to the contrary, no payment of Base Rentals or Additional Rentals shall be required to be paid prior to the Completion Date of any one Project with respect to which such Rentals are being paid.

(b) In the event that (1)(A) a portion of a Project (the "Completed Portion of the Project") financed with a separate Series of Bonds is accepted by the City for use and occupancy under this Master Lease, and (B) the acquisition and construction of additional portions of the Projects (the "Uncompleted Portion of the Project") financed with one or more Series of Bonds (other than the Series of Bonds described in (A) above) have yet to be completed, and (2) an Event of Default (as defined in the Indenture) occurs under the Indenture due to the failure to complete the Uncompleted Portion of the Project, the City and the Authority hereby agree, as follows:

(i) The City consents to the provisions of Section 9.15 of the General Indenture governing such an Event of Default; and

(ii) The City shall, subject to the occurrence of an Event of Nonappropriation hereunder, continue to pay Base Rentals and Additional Rentals with respect to the Completed Portion of the Project, and this Master Lease shall remain in full force and effect with respect to the Completed Portion of the Project.

(c) In the event that less than all of any one Project is initially made available for use, occupancy and operation and the City accepts a portion of any one Project for its use, occupancy and operation pending final completion of the remainder of any one such Project, any Base Rentals paid by the City with respect to any one such Project shall be prorated in a manner so as to reflect the fair rental value of that portion of the Project then available for use, occupancy and operation by the City and so used, occupied and operated.

(d) The amount of the Base Rentals otherwise payable by the City hereunder shall be reduced by an amount equal to (i) earnings on the investment

of the Bond Fund, and (ii) moneys transferred to the Bond Fund from the Debt Service Reserve Fund pursuant to the last paragraph of Section 5.10 of the General Indenture. Each payment of Base Rentals shall be in consideration for the use of the Projects by the City during the Interest Period commencing on the next Interest Payment Date to which such Base Rental payment is attributable and for the option to purchase the Projects granted herein.

(e) The payments of Base Rentals and Additional Rentals under this Master Lease for each Renewal Term during the term of this Master Lease shall constitute the total Rentals which are payable for said Renewal Term and shall be paid by the City for and in consideration of the right of use, occupancy and operation of the Projects and the continued quiet use and enjoyment of the Projects for and during said Renewal Term. The parties hereto agree that such total Rentals will represent the fair rental value of the Projects. In making such determination, the parties will give consideration to the costs of financing the Costs of Acquisition and Construction of the Projects, the uses and purposes of the Projects and the benefits therefrom which will accrue to the parties to this Master Lease and the general public by reason of the Projects.

(f) Notwithstanding the foregoing, the City may not elect to renew this Master Lease in part and in the event it desires to renew this Master Lease must appropriate an amount sufficient to pay Base Rentals attributable to all of the Projects which have been delivered for occupancy (or any portion thereof, in proportion to such available portion).

(g) So long as the Security Instrument is then in effect, it is understood and agreed by the City that, subject to the terms of this Master Lease and the Indenture, all Base Rentals payable under this Section 6.2 by the City, as well as the Purchase Option Price, if paid with respect to any or all of the Projects, are assigned by the Authority to the Trustee for deposit in the Series 2004 Reimbursement Account for the benefit of the Security Instrument Issuer as set forth in the Indenture. The City assents to such assignment. The Authority hereby directs the City, and the City hereby agrees to pay to the Trustee at its principal office, all Base Rentals payable by the City pursuant to this Section 6.2 and, if paid, the Purchase Option Price.

(h) The amount of the Base Rentals and Purchase Option Price otherwise payable shall be reduced as appropriate to reflect any redemption of Bonds and/or the purchase of Bonds and the cancellation thereof in advance of their maturity. If at any time the amounts held by the Trustee in the Bond Fund and the Debt Service Reserve Fund (other than moneys held for the payment of Bonds not deemed Outstanding) shall be sufficient to pay at the times required the principal of and interest and premium, if any, on all of the Bonds then Outstanding, the City shall not be obligated to pay any further Base Rentals hereunder.

Section 6.3 Payment of Additional Rentals with Respect to the Projects. In addition to the Base Rentals and as part of the total consideration for the use of the Projects and the option to purchase any or all of the Projects, and commencing upon the execution and delivery of this Master Lease and continuing throughout the period that the City pays Base Rentals, the City shall pay or shall cause to be paid the following Additional Rentals, exclusively from City Funds, during the Original Term and any Renewal Terms thereof as hereinafter provided:

(a) the annual fee of the Trustee for the ordinary services of the Trustee rendered and their ordinary expenses incurred under the Indenture;

(b) the reasonable fees and charges of the Trustee and any paying agent appointed under the Indenture with respect to the Bonds for acting as paying agent as provided in the Indenture;

(c) the reasonable fees and charges of the Trustee for extraordinary services rendered by it and extraordinary expenses incurred as Trustee under the Indenture;

(d) the reasonable out-of-pocket expenses of the Authority relating to the Projects not otherwise required to be paid by the City under the terms of this Master Lease;

(e) the costs of maintenance and repair of the Projects as required under Section 9.1 hereof;

(f) the costs of taxes, governmental charges, utility charges, management and operations expenses, liens and encumbrances with respect to the Projects as required under Section 9.3 hereof;

(g) the costs of casualty, public liability and property damage and worker's compensation insurance with respect to the Projects as required under Section 9.4, Section 9.5 and Section 9.6 hereof;

(h) the amount of any tax or excise on the Base Rentals, Additional Rentals, Purchase Option Price or any other tax, however described, levied, assessed or imposed by the United States Government, the State or any political subdivision or any taxing authority thereof against the Authority;

(i) an amount equal to any franchise, succession, capital levy or transfer tax or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the Base Rentals, Additional Rentals or the Purchase Option Price payable by the City pursuant to this Master Lease;

(j) any Financing Expenses (including, without limitation, all amounts payable by the Authority to the Security Instrument Issuer under the Security Instrument Agreement other than reimbursement for drawings under the Security Instrument or repayment of advances made by the Security Instrument Issuer

under the Security Instrument Agreement in connection with drawings under the Security Instrument relating to the purchase price of tendered Bonds to the extent not satisfied by the payment of Base Rentals), remarketing expenses, or other expenses incurred with respect to a Series of Bonds; and

(k) during any Renewal Term following an Original Term or Renewal Term in which there was an insufficiency of Net Proceeds as described in Section 10.2 hereof, an amount equal to the insufficiency of Net Proceeds required to repair, replace, restore or modify the affected Project or Projects.

The Additional Rentals specified in subsections (a), (b), (c) and (k) shall be payable to the Trustee and shall be due and payable within ten days after notice in writing from said Trustee to the City stating the amount of Additional Rentals then due and payable and the purpose thereof. Except as otherwise provided herein or in the Indenture, the Additional Rentals specified in subsections (d), (e), (f), (g), (h), (i) and (j) (except for Security Instrument Costs), shall be payable to the Authority or directly to the person or entity with respect to which such costs or fees were incurred and shall be due and payable at such time as the Authority or such person or entity shall require. That portion of the Additional Rentals specified in subsection (j) which constitutes Security Instrument Costs or Security Instrument Repayment Obligations (to the extent not satisfied from Base Rentals) shall be payable directly to the Trustee for deposit in the Series 2004 Reimbursement Account to pay the Security Instrument Issuer as provided in the Indenture.

Section 6.4 Manner of Payment. The Base Rentals, Additional Rentals and, if paid, the Purchase Option Price, shall be paid exclusively from City Funds and in lawful money of the United States of America. The obligation of the City to make payment of the Base Rentals and Additional Rentals required under this Article VI and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided hereunder. Notwithstanding any dispute between the City and the Authority, the Trustee, the Security Instrument Issuer, any Bondholder, any contractor or subcontractor retained with respect to the construction and equipping of a Project, any supplier of labor or materials in connection therewith or any other person, the City shall pay all payments of Base Rentals and Additional Rentals, from and to the extent of available City Funds, when due, and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. The obligation of the City to pay Base Rentals and Additional Rentals during the Original Term and the then-current Renewal Term shall be absolute and unconditional in all events, except as expressly provided herein, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances.

Section 6.5 Expression of Need for the 2004 Project by the City; Determination of Purchase Price.

(a) The City hereby finds as of the date of this Master Lease, that it has an essential need for the 2004 Project to carry out and give effect to the public purposes of the City. The City and the Authority hereby agree and determine that the Base Rentals and items of Additional Rentals with respect to the 2004 Project are reasonable and that the Purchase Option Price with respect to the 2004 Project represents, as of the end of the Original Term or any Renewal Term, a reasonable purchase price for the 2004 Project. In making such determination the City and the Authority have given consideration to the costs of the 2004 Project, the cost of financing the 2004 Project, the uses and purposes for which the 2004 Project will be employed by the City and the benefit to the citizens of the City by reason of the City's use and occupancy of the 2004 Project pursuant to the provisions of this Master Lease.

(b) The City must find that, as of the date of the execution of an Amendment to this Master Lease relating to a Project, the City then has an essential need for such Project which is the subject of the Amendment to Master Lease to carry out and give effect to the public purposes of the City. At the time of execution of such Amendment to Master Lease, the City and the Authority must agree and determine that the Base Rentals and Additional Rentals payable with respect to such Project that is the subject of such Amendment to Master Lease are reasonable and that the Purchase Option Price represents, as of the end of the Original Term or any Renewal Term, a reasonable purchase price for such Project. In making such determination the City and the Authority will give consideration to the costs of such Project, the cost of financing such Project, the uses and purposes for which such Project will be employed by the City and the benefit to the citizens of the City by reason of the City's use and occupancy of such Project pursuant to the provisions of this Master Lease.

Section 6.6 Nonappropriation. In the event that

(a) sufficient City Funds shall not be budgeted and appropriated by the City in a final budget adopted within the time permitted by Section 4.1 hereof for the payment of the (i) Base Rentals becoming due during such Renewal Term and (ii) such Additional Rentals becoming due during such Renewal Term which can be determined with reasonable accuracy; or

(b) the City Council fails to adopt a supplemental budget during the then current Fiscal Year prior to the date the actual interest due on the Bonds exceeds the sum of (x) the amount budgeted by the City Council to pay interest on the Bonds during such Fiscal Year plus (y) the amounts, if any, available in the Debt Service Reserve Fund with respect to the applicable series of Bonds; or

(c) the City Council fails to adopt a supplemental budget during the then current Fiscal Year, as provided in the second paragraph of Section 6.8, if the actual Additional Rentals exceed amounts budgeted by the City Council for the payment of Additional Rentals; or

(d) the City Council fails to adopt a supplemental budget for payment of Additional Rentals within five days after an Event of Nonappropriation shall have been deemed to occur pursuant to the second paragraph of Section 6.8;

then an Event of Nonappropriation shall be deemed to have occurred as of the first day of such Renewal Term and the City shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term preceding such Event of Nonappropriation. Subject to the provisions of the next succeeding sentence, once the City has elected to continue this Master Lease for a Renewal Term by budgeting and appropriating sufficient City Funds for the payment of Base Rentals and Additional Rentals hereunder the City shall, as of the first day of such Renewal Term, be obligated to pay such Base Rentals and Additional Rentals during such Renewal Term. If the City fails to pay any Base Rentals or Additional Rentals due under this Master Lease, or upon an Event of Nonappropriation, the City shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals hereunder shall terminate; provided, however, that the City shall remain liable for Base Rentals and Additional Rentals allocable to any period in which the City continues to occupy the Projects. The Trustee, or the Security Instrument Issuer if the Security Instrument is then in effect and being honored, shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Projects for the benefit of the Security Instrument Issuer or the Trustee, as the case may be, as trustee for the benefit of the Bondholders of the Bonds and the Trustee or the Security Instrument Issuer as the case may be shall be further entitled to all moneys then on hand and being held in all funds created under the Indenture, less any moneys then due and owing to the Trustee for services performed as trustee thereunder. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein shall be held by the Trustee under the Indenture for the benefit of the Bondholders as set forth in said Indenture until the principal of, premium, if any, and interest on the Bonds are paid in full and other amounts payable under the Indenture are paid in full and other amounts payable under the Indenture are paid and any excess shall thereafter be paid to the City.

Section 6.7 Application of Base Rentals, Additional Rentals and Purchase Option Price. All Base Rentals, the Additional Rentals specified in subsections (a), (b), (c), and (k) of Section 6.3 hereof, and, if paid by the City, the Purchase Option Price shall be paid to the Trustee for application in accordance with the Indenture.

Section 6.8 Request for Appropriation. During the Lease Term, the City covenants and agrees as follows:

(a) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the City in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any and all City Funds then legally available for such purpose or as may be legally available from non-lapsing appropriations for the Fiscal Year prior to the Renewal Term), to pay the Base Rentals (as described in Section 4.5 herein) and

reasonably estimated Additional Rentals (calculated pursuant to Section 6.3 hereof) for the Projects during the next succeeding Renewal Term;

(b) (i) to take such action as may be necessary to amend or supplement the budget appropriations for payments under the Security Instrument Agreement hereunder at any time and from time to time during any fiscal year in the event that the actual Base Rentals and Additional Rentals paid in any fiscal year exceed the pro rata portion of the appropriations then contained in the City's budget; and (ii) that the covenants on the part of the City contained herein shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the covenants and agreements in the Bond Documents agreed to be carried out and performed by the City; and

(c) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure (x) that the final budget submitted to the governing body of the City for its consideration seeks an appropriation of City Funds sufficient to pay all Base Rentals and Additional Rentals for each such Renewal Term, including all such actions for such purpose as may be required under the Uniform Fiscal Procedures Act for Utah Cities, Title 10, Chapter 6, Utah Code Annotated 1953, as amended (the "Uniform Fiscal Procedures Act") and (y) amend or supplement the budget appropriations for the payments hereunder at any time and from time to time during any Fiscal Year in the event that the actual Base Rentals and Additional Rentals paid in and Fiscal Year are insufficient.

To the extent such non-lapsing appropriations are used as the basis for determining that sufficient moneys have been appropriated for a Fiscal Year, such appropriations shall be deemed to have been appropriated and to be legally available for the purpose of paying Base Rentals during such Fiscal Year. The next inclusion in the City's annual tentative budget shall be made under applicable law prior to the fiscal year commencing July 1, 2004, so that the Base Rentals and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the City shall be made in each fiscal year thereafter so that the Base Rentals and Additional Rentals to be paid during the succeeding Renewal Term will be available for such purposes as long as the governing body of the City determines to approve such amount in the final budget as adopted. To effect the covenants set forth in (a), (b), and (c) above, the City hereby directs its "budget officer" (as such term is defined in the Uniform Fiscal Procedures Act), or any other officer at the time charged with the responsibility of formulating budget proposals, to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the City, in any year in which this Master Lease is in effect, items for all payments required for the ensuing Renewal Term under this Master Lease. It is hereby expressed as the intention of the City that the decision to renew or not to renew the term of this Master Lease is to be made solely by the governing body of the City at the time it considers for adoption of the

final budget for each of its fiscal years and corresponding Renewal Terms hereunder, and not by any official of the City, acting in his or her individual capacity as such. In this connection, the City hereby covenants and agrees that such budget officer or other officer shall not amend, modify or otherwise change the appropriations made in any finally adopted budget for the payment of any Base Rentals or Additional Rentals without the express prior approval of the governing body of the City.

Section 6.9 Security Instrument. Prior to the initial delivery of the Series 2004 Bonds, the Authority shall obtain and deliver, to the Trustee, the Security Instrument. The Security Instrument shall be issued initially by the Security Instrument Issuer pursuant to the Security Instrument Agreement; shall be dated the date of delivery of the Series 2004 Bonds; shall obligate the Security Instrument Issuer to pay (a) an amount equal to the principal amount of the Series 2004 Bonds (i) to pay the principal of the Series 2004 Bonds when due whether at stated maturity, upon redemption or acceleration or (ii) to enable the Tender Agent to pay the purchase price or portion of the purchase price equal to the principal amount of Series 2004 Bonds purchased pursuant to Section 3.1 of the First Supplemental Indenture to the extent remarketing proceeds are not available for such purpose, plus (b) an amount equal to thirty-five (35) days' interest accrued on the Series 2004 Bonds at a rate of ten percent (10%) per annum (i) to pay interest on the Series 2004 Bonds when due or (ii) to enable the Tender Agent to pay the portion of the purchase price of the Series 2004 Bonds purchased pursuant to Section 3.1 of the First Supplemental Indenture equal to the interest accrued, if any, on such Series 2004 Bonds to the extent remarketing proceeds are not available for such purpose; and shall be in substantially the same form as the exhibit attached to the Security Instrument Agreement and made a part thereof.

Subject to Section 5.1 of the First Supplemental Indenture, the Authority shall maintain the Security Instrument in full force and effect during the term of the Security Instrument and shall pay any reasonable and documented transfer fees required by the Security Instrument Issuer upon any transfer of the Security Instrument to any successor Trustee pursuant to the Indenture.

At the times and under the circumstances provided in Section 5.3 of the First Supplemental Indenture the Authority may provide for an Alternate Security Instrument upon the prior written approval of the Issuer.

ARTICLE VII

ACQUISITION AND CONSTRUCTION OF PROJECTS

Section 7.1 Agreement to Acquire and Construct the Projects. The City and the Authority agree that the Authority shall cause the Projects to be acquired and constructed as herein provided, all of which construction, shall be made in accordance with the plans and specifications for such Projects as approved by the City. The City hereby agrees that in order to effectuate the purposes of this Master Lease, it authorizes on behalf of the Authority, to make, execute, acknowledge and transmit any other contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for the carrying out and furtherance of the acquisition and construction of the Projects.

The Authority agrees to carry out or to cause to be carried out the acquisition, construction and equipping of any Project through the application of moneys to be disbursed from the Construction Fund by the Trustee utilizing a requisition request complying with the requirements of Section 7.3 herein.

The Authority agrees to cause all Projects to be constructed with all reasonable dispatch, subject only to delays caused by Force Majeure excepted.

The City hereby covenants, to the extent permitted by applicable law, to use other legally available funds and to seek additional legally available funds to the extent necessary to complete the acquisition, construction and equipping of any Project as herein required, or to make certain design changes in such Projects to the extent necessary to complete the acquisition, construction and equipping of such Projects with moneys then available for such purposes in the Construction Fund.

Section 7.2 Application of Proceeds of Series 2004 Bonds. The proceeds from the sale of the Series 2004 Bonds shall be applied as set forth in the First Supplemental Indenture.

Section 7.3 Disbursements From the Construction Fund. The Authority has, in the Indenture, authorized and directed the Trustee to make payments from the Construction Fund under the Indenture to pay the Costs of Acquisition and Construction of the Projects. So long as no Event of Nonappropriation or Event of Default has occurred and is continuing, the Trustee is hereby authorized to disburse the amounts on deposit in the Construction Fund, as provided herein.

Such payments shall be made upon receipt by the Trustee of a requisition in substantially the form attached hereto as Exhibit B and signed by the City Representative.

Section 7.4 Furnishing Documents to the Trustee. The Authority and the City agree to cause such requisitions to be directed by the City to the Trustee as may be necessary to effect payments out of the Construction Fund in accordance with Section 7.3 of this Master Lease.

Section 7.5 Establishment of Completion Date; Disbursement of Balance of Construction Fund. The Completion Date with respect to any one Project shall be evidenced to the Trustee and the Security Instrument Issuer of any related Series of Bonds by a certificate signed by the City Representative and the Authority Representative stating that, except for amounts retained by the Trustee at the direction of the Authority for any Costs of Acquisition and Construction not then due and payable, (i) the acquisition, construction, installation and improvement of such Project has been completed in accordance with the plans and specifications and all labor, services, materials and supplies used in such acquisition, construction, installation and improvement have been paid for, (ii) all other facilities necessary in connection with such Project have been constructed, acquired and installed to their satisfaction, (iii) such Project is suitable and sufficient for its intended purposes, and (iv) all costs and expenses incurred in the acquisition, construction and equipping of such Project have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Trustee shall retain in the applicable Construction Fund account an aggregate sum equal to the amount estimated by the City Representative and the Authority Representative to be necessary for payment of the Cost of Acquisition and Construction not then due and payable. All moneys then on hand in such Construction Fund account in excess of the amount to be retained shall be transferred by the Trustee, as set forth in a written direction of the Authority and the City, to the Bond Fund to be used by the Trustee as provided in the related Supplemental Indenture.

Section 7.6 Construction Contracts. The City agrees that upon the occurrence of an Event of Nonappropriation or an Event of Default and upon receipt of a written request from the Trustee, it will assign to the Trustee all of its right, title and interest in and to all Construction Contracts and other Project documents. Each Construction Contract shall be for a fixed price and shall require the contractor to provide 100% payment and performance bonds as provided in Section 7.8 hereof. In the event of any change order resulting in the performance of additional work in connection with the construction of the Project, the amount of such bonds pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Project. The City shall have and keep on file and available for inspection by the Authority and the Trustee copies of the Project documents as soon after the commencement of the Lease Term as such Project documents shall become available to the City and throughout the Lease Term.

Section 7.7 Defaults Under Construction Contracts. In the event of any material default under any Construction Contract, or in the event of a material breach of warranty thereunder with respect to any materials, workmanship or performance, the City and the Authority shall promptly proceed, either separately or in conjunction with others, to pursue diligently their remedies against the Contractor in default and/or against each surety on any bond securing the performance of such contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery (including, without limitation, attorneys' fees and costs) and, after reimbursement to the City or the

Authority of any amounts theretofore paid by the City or the Authority and not previously reimbursed to the City or the Authority for correcting or remedying the default which gave rise to the proceedings against the contractor or surety, shall be paid into the applicable Construction Fund account if received before the Completion Date, and shall be used for Costs of Acquisition and Construction of the related Project, or, at the direction of the Authority, shall be transferred by the Trustee into the Bond Fund created under the Indenture to pay principal and/or interest next coming due on the related Series of Bonds.

Section 7.8 Contractor's Performance and Payment Bonds. Each Contractor retained by the City or the Authority in connection with a Construction Contract shall be required to furnish a performance bond and a labor and material payment bond on forms acceptable to the City. Such bond shall be executed by a corporate surety licensed to transact business in the State and shall be in the full amount of the contract price for such contractor's portion of such Project. If, at any time during the construction of a Project, the surety on such bond shall be disqualified from doing business in the State, an alternate surety shall be selected by the Authority.

Section 7.9 Contractor's General Public Liability and Property Damage Insurance. Each Contractor and subcontractor retained by the City or the Authority in connection with a Construction Contract shall be required to procure and maintain comprehensive general public liability and property damage insurance as applicable, at his own cost and expense, in an amount that is consistent with prudent practice during the duration of such Construction Contract. Such insurance shall provide protection from all claims for bodily injury, including death, and all claims for destruction of or damage to the respective Project arising out of or in connection with such contractor's performance of his contract, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the contractor or such subcontractor. All limitations of liability contained in such insurance policy or policies and set forth on such certificate of insurance, and any exclusions provided therein, shall be approved by the City.

Section 7.10 Contractor's Builder's Risk Completed Value Insurance. Unless otherwise obtained by the City, each Contractor and subcontractor retained by the City in connection with a Construction Contract shall be required to procure and maintain during the term of his contract and until such Project is accepted and insured by the Authority and the City, builder's risk completed value insurance upon the building, facilities or improvements constructed or to be constructed, in whole or in part, by such contractor or subcontractor, insuring against loss or damage caused by fire, malicious mischief, vandalism and such other hazards as may be insured against in the standard extended coverage provisions of such policies used in the State. Such policies may contain deductible amounts of not more than the amount that is then customary for such policies. Such insurance coverage shall be in an amount at least equal to the contract price for such contractor's or subcontractor's work. In the event of any change order resulting in the performance of additional work in connection with a Project, the amount of such insurance shall be increased to include the cost of such additional work, as well as materials and fixtures to be incorporated in such Project.

No agency or employee of the City or the Authority shall have the power to adjust or settle any loss with respect to a Project without the prior written consent of the Trustee.

Section 7.11 Contractor's Worker's Compensation Insurance. Each contractor and subcontractor retained in connection with the a Construction Contract shall be required to procure and maintain worker's compensation insurance during the term of his contract as required by the laws of the State, covering his employees working thereunder, which coverage shall also include occupational disease. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled or amended without ten (10) days' prior written notice to the City. Each Construction Contract shall also provide that each subcontractor of any contractor who is a party to such contract shall be required to furnish similar worker's compensation insurance, including occupational disease coverage.

Section 7.12 Proceeds of Certain Insurance Policies and Performance Bonds. The City and the Authority agree that the Net Proceeds of any performance or payment bond or insurance policy required by Section 7.8, Section 7.9, and Section 7.10 of this Master Lease shall be deposited with the Trustee and applied as provided in Section 10.2 and Section 10.3 of this Master Lease and Sections 5.16 and 5.17 of the General Indenture.

Section 7.13 Investment of Construction Fund, Bond Fund, Rebate Fund and Debt Service Reserve Fund Moneys. Subject to the provisions of Article VI of the Indenture, any moneys held as a part of the Construction Fund, the Bond Fund, the Debt Service Reserve Fund or the Rebate Fund or any other fund created under the Indenture shall be invested and reinvested by the Trustee upon the written direction of the City in Investment Obligations (as defined in the Indenture).

The Trustee may make any and all such investments through its own bond department. All such investments shall at all times be a part of the fund (the Construction Fund, the Bond Fund, the Debt Service Reserve Fund, the Rebate Fund or such other fund, as the case may be) from where the moneys used to acquire such investments shall have come, and all income and profits on such investments shall be credited to, and losses thereon shall be charged against, such funds, provided, however, that any moneys held in the Debt Service Reserve Fund in excess of its Debt Service Reserve Requirement as set forth in the Indenture shall be transferred to the Bond Fund. The Trustee shall not be liable or responsible for making any investment or for any loss resulting therefrom, if such investment is made in conformity with this Master Lease and the Indenture.

ARTICLE VIII

TITLE TO THE PROJECTS; SECURITY INTEREST

Section 8.1 Title to the Projects. A fee simple interest or leasehold interest, as applicable, in the site of the Projects and title to the Projects and any and all additions, repairs, replacements or modifications thereto, shall be held in the name of the Authority, subject to Permitted Encumbrances, at all times until conveyed to the City as provided in Section 12.1 of this Master Lease. The City shall not have any right, title or interest in a Project or any additions, repairs, replacements, modifications or fixtures thereto except as expressly set forth herein.

Section 8.2 Security Interest. To secure the payment of all of the obligations of the Authority under the Indenture and under the Security Instrument, the Authority shall grant to the Trustee and, if a Security Instrument has been issued to support the payment of any Bonds, to such Security Instrument Issuer a security interest in the Projects, the Base Rentals, and the Additional Rentals described in Section 6.3(j) herein received by the Authority under this Master Lease. Upon execution of this Master Lease, the City, and the Authority agree that the Authority shall execute the Security Documents and the Indenture. The Indenture creates a valid and binding pledge and assignment of and security interest in all of the personal property pledged as part of the Trust Estate held by the Trustee under the Indenture in favor of the Trustee as security for payment of the Bonds, or, in the case of the Security Instrument Agreement, in favor of the Security Instrument Issuer, enforceable by the Trustee in accordance with the terms thereof or, in the case of the Reimbursement Agreement or other Security Document Agreement, enforceable by the Bank. Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-28, Utah Code Annotated 1953, as amended, and is and shall be prior to any judicial lien hereafter imposed on the personal property pledged as part of the Trust Estate to enforce a judgment against the Issuer on a simple contract.

ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.1 Maintenance of the Projects by the City. The City shall, at its own expense from available City Funds, operate, manage, keep and maintain the Projects (or cause the Projects to be operated, managed, kept and maintained) in good working order, condition and repair, including replacements of a capital nature when necessary, and including periodic painting as reasonably determined by the Authority and in accordance with all operating and maintenance manuals and all applicable laws, rules, ordinances, orders and regulations as shall be in effect from time to time of: (1) any federal, state, City, municipal, or other governmental or quasi-governmental agencies and bodies having or claiming jurisdiction thereof and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction thereof; and (3) all insurance companies insuring all or any part of the Projects. The foregoing shall not be construed to prohibit the City from challenging the validity or applicability of such laws, rules, ordinances, orders and regulations and to defer compliance until the challenge has been completed.

It is understood and agreed that in consideration of the payment by the City of the Base Rentals and Additional Rentals herein provided for, the Authority is only obligated to provide the Projects in the manner, at the times and to the extent herein provided, and neither the Authority, the Trustee, the Security Instrument Issuer nor any owner of any Bond shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Projects during the term of this Master Lease.

Without limiting the generality of the foregoing, the City shall, as if the City were the absolute owner thereof, assume all responsibility for the Projects (including all surfaces of the buildings and entrances thereto, foundations, ceilings, roof, all glass and show window moldings and all partitions, doors, fixtures, equipment, and appurtenances thereto, including lighting and plumbing systems and fixtures, sewage facilities, electric motors and heating, ventilating and air-conditioning systems, and all landscaping, parking lots, driveways, fences and signs located on the sites where the Projects are located and all sidewalks and parkways located adjacent to the sites where the Projects are located) and pay all costs or cause the payment of all costs of any kind (including operating costs and costs of repair, whether of a capital nature or otherwise) associated therewith.

Section 9.2 Modification of the Projects. The City shall have the privilege of remodeling any Project or making substitutions, additions, modifications and improvements thereto, at its own cost and expense, and the same shall be subject to this Master Lease, the Indenture, the Security Instrument Agreement and the Security Documents, and shall also be included under the terms hereof and thereof; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage such Project or cause it to be used for purposes other than those authorized under the provisions of this Master Lease, and the Constitution and laws

of the State; and provided, however, that such Project, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to this Article IX shall be of a fair rental value not less than the fair rental value of such Project immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements. The City shall not permit any mechanic's or other lien to be established or remain against the Projects for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by the City; provided, however, that if the City shall first notify the Trustee of the intention of the City so to do, the City may in good faith contest any mechanic's or other lien filed or established against the Projects, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Indenture and the Security Documents (including the Security Instrument Agreement) will be materially endangered or the Projects or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Trustee will cooperate fully with the City in any such contest, upon the request and at the expense of the City. Any property for which a substitution or replacement is made pursuant to this Section 9.2 may be disposed of by the City in any manner and in the sole discretion of the City.

Section 9.3 Taxes, Other Governmental Charges and Utility Charges. In the event that a Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against such Project, an Additional Rental, from and to the extent of City Funds, shall be paid, or cause to be paid, by the City equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during that period that the City is obligated to pay Base Rentals. The City shall not allow any liens for taxes, assessments or governmental charges to exist (including, without limitation, any taxes levied which, if not paid, will become a charge on the rentals and receipts prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Indenture), or any interest therein (including the interest of the Authority) on the rentals and revenues derived therefrom or hereunder. The City shall also pay, or shall cause to be paid, as Additional Rentals, from and to the extent of available City Funds, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Projects.

As long as the City is in possession of the Projects and except as otherwise provided herein, it shall keep it free and clear of all liens, charges and encumbrances (except Permitted Encumbrances and any encumbrances arising through the Authority) and shall have the responsibility for all management, operations, maintenance and repair of the Projects. The City in its discretion may discharge its responsibility hereunder by:

(1) using its own employees; or (2) contracting for services; or (3) subleasing portions of the Projects, subject to the provisions of this Master Lease and the Indenture; or (4) any combination of such methods. No such contract or sublease shall place a greater burden on the Authority than provided herein, nor infringe upon rights granted to or retained by the Authority hereunder, nor violate or in any way impair the Authority's obligations under the Indenture, Security Instrument Agreement or any other instrument, if any, securing any debt or borrowings by the Authority, all or substantially all the proceeds of which are to be used to finance Projects.

The City may, at the expense and in the name of the City, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom provided the City shall first deposit with the Trustee, or in court, a bond or other security satisfactory to the Trustee pursuant to the Security Documents unless the Trustee shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Indenture and the Security Documents will be materially endangered or the Projects or any portion thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid forthwith. In the event that the City shall fail to pay any of the foregoing items required by this Section 9.3 to be paid by the City, the Trustee may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at a rate per annum equal to the Base Rate, the City agrees to pay from and to the extent of available City Funds.

Section 9.4 Provisions Respecting Insurance. The City agrees to insure or cause to be insured the Projects against loss or damage of the kinds usually insured against by public bodies similarly situated, including, without limitation, policies of casualty and property damage including earthquake and rental interruption insurance covering Rentals for a period of at least two years, assuming an interest rate of 8.0%, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with a uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than full insurable value of the Projects. The term "full insurable value" as used herein shall mean the actual replacement value, or at the option of the City any lesser amount which is equal to or greater than the principal amount of all of the Bonds then Outstanding of the Series which financed said Project (or applicable portions thereof in case said Series of Bonds financed more than one Project). Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies which cover not only the Projects but other properties in the amounts required by the previous sentence.

Any insurance policy issued pursuant to the preceding paragraph of this Section 9.4 shall be so written or endorsed as to make losses, if any, payable to the Trustee and shall also name the Security Instrument Issuer as an additional insured. The Net Proceeds of the insurance required in this Section 9.4 shall be applied as provided in Section 10.2 hereof or, at the option of the City, Section 10.3 hereof. Each insurance policy provided for in Section 9.4 hereof shall contain a provision to the effect that the

insurance company shall not cancel the policy or modify it materially and adversely to the interest of the Security Instrument Issuer, the City, the Authority or the Trustee without first giving written notice thereof to the Security Instrument Issuer, the City, the Authority and the Trustee at least thirty days in advance of such cancellation or modification. Copies of all insurance policies issued pursuant to this Section 9.4 or Section 9.5 hereof, or certificates evidencing such policies, shall be deposited with Trustee.

Section 9.5 Public Liability Insurance. The City agrees to carry or cause to be carried public liability insurance with one or more reputable insurance companies in amounts that are typically carried by governmental entities of the same size as the City for property damage for any occurrence. In the event that the limits on governmental liability established by Section 63-30-34, Utah Code Annotated 1953, as amended, are increased, the amounts required by this Section 9.5 shall be deemed to be increased to such higher amounts. If self-insurance is not utilized, the Authority, the Security Instrument Issuer and the Trustee shall be made additional insureds under such policies. The insurance required by this Section 9.5 may be by blanket insurance policy or policies or self-insurance meeting the following requirements: (i) such program must provide for disbursements therefrom without action (other than a ministerial action) of the governing body of the City, and (ii) such program shall be reviewed at least annually by an actuarial consultant (including professional staff of the City), to insure that the reserves established are sufficient for the risks intended to be covered by such program. If self-insurance is not utilized, the policies may have a deductible clause in such amount as shall be approved by the Authority.

Section 9.6 Worker's Compensation Coverage. At all times from the date hereof until the end of the Lease Term, the City shall, either by a policy of insurance or by self-insurance, maintain or cause to be maintained worker's compensation coverage with respect to officers, agents and employees of the City working in, on or about the Projects, including coverage for occupational diseases.

Section 9.7 Advances. In the event the City shall fail to maintain the full insurance coverage required by this Master Lease or to keep the Projects in good repair and operating condition, the Trustee may take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; which amounts, together with interest thereon at a rate per annum equal to the Base Rate, the City agrees to pay, from and to the extent of available City Funds.

Section 9.8 Failure to Provide Insurance. In the event the Authority is required under Security Documents to reimburse the Trustee for any insurance policies required by this Article IX, the City will promptly pay directly to the Trustee all premiums for said insurance, and until payment is made by the City therefor, the amount of all such premiums which have been paid by the Trustee shall bear interest at the Base Rate. The City shall, upon the Authority's reasonable request, deposit with the Trustee in monthly installments an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Article IX. The City further

agrees, upon the Authority's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to the Trustee. If at any time and for any reason the funds deposited with the Trustee are or will be insufficient to pay such amounts as may then or subsequently be due, the Authority shall notify the City and the City shall immediately deposit an amount equal to such deficiency with the Trustee.

Section 9.9 Evidence and Notice Regarding Insurance. Evidence of the insurance required by Section 9.4 and Section 9.5 hereof shall be provided by the City to the Trustee annually on or before the anniversary date of issuance of the Series of Bonds which financed the applicable Project. Unless self- insurance is provided, policies providing said insurance shall require that notice of cancellation of any said insurance must be furnished to the Trustee by the insurance carrier thirty (30) days in advance of cancellation.

ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION;

USE OF NET PROCEEDS

Section 10.1 Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term and the payment in full of the Bonds (or the making of provisions for the payment thereof in accordance with the Indenture) (i) the Projects or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) title to, or the temporary or permanent use of the Projects or any material portion thereof or the Projects or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of a Project shall become apparent; or (iv) title to or the use of all or any material portion of the Projects shall be lost by reason of a defect in title thereto, the City shall be obligated, subject to the provisions of Section 10.3 of this Master Lease, to continue to pay the amounts specified in Section 10.2, Section 6.2 and Section 6.3 of this Master Lease regardless of whether said Project or Projects shall have been accepted.

Section 10.2 Obligation of the City to Repair and Replace a Project or Projects. Subject to the provisions of Section 10.3 of this Master Lease, the City, the Authority, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to a Project or Projects to be deposited in the applicable Construction Fund account(s) if received before the Completion Date and in a separate trust fund under the Indenture if received thereafter. All Net Proceeds so deposited shall, subject to the written approval of the Security Instrument Issuer, be applied to the prompt repair, restoration, modification or improvement of said Project or Projects by the City upon receipt of a requisition acceptable to the Trustee signed by the City Representative, stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the applicable Construction Fund account(s) or separate trust fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation; and (v) such other documents and information as the Trustee requires. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Series 2004 Reimbursement Account within the Bond Fund to reimburse the Security Instrument Issuer for a draw on the Security Instrument be applied to the payment of the principal of, premium, if any, and interest on the applicable Series of Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such Construction Fund account(s) or separate trust fund shall be paid to the Security Instrument Issuer to reimburse it for amounts due under the Security Instrument Agreement, and then to the City. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement, the City shall, from and

to the extent of available City Funds, complete the work and pay any cost in excess of the amount of the Net Proceeds. The City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this Section 10.2, the City shall not be entitled to any reimbursement therefor from the Authority, the Trustee, the Security Instrument Issuer or the Bondholders of the Bonds nor shall the City be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.2 and Section 6.3 of this Master Lease. The City further agrees that any repair, restoration, modification or improvement paid for in whole or in part from such Net Proceeds shall be subject to the security afforded by the Indenture, this Master Lease and the Security Documents, and shall be included under the terms hereof.

Section 10.3 Covenant to Seek Appropriation of Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair and Replace the Projects. In the event that the Net Proceeds of any insurance policy, performance bond, or condemnation award shall be insufficient to pay in full the cost of any repair, restoration, or modification of a Project or Projects required under Section 10.2 of this Master Lease, the appropriate budget officers of the City shall, within thirty (30) days of notice of such insufficiency, seek an appropriation from the City Council for an amount equal to any such insufficiency. In the event that the City shall fail to appropriate, by the first day of the next Renewal Term following such request for an appropriation, an amount at least equal to such insufficiency for such purpose, the obligation to repair and replace said Project or Projects under Section 10.2 of this Master Lease may be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Series 2004 Reimbursement Account within the Bond Fund, and the Trustee, at the direction of the Authority shall draw on the Security Instrument, a like amount and to redeem the Bonds on the next succeeding redemption date. Upon the deposit of such Net Proceeds in said Account, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals hereunder with respect to said Project or Projects, and possession of said Project or Projects as well as all rights created pursuant to this Master Lease and the interest of the City and the Authority therein and in any funds or accounts created under the Indenture with respect to said Project or Projects (except for moneys held in the Rebate Fund and for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders of the applicable Series of Bonds, or, if the Letter of Credit is then in effect, to the Security Instrument Issuer. Thereafter, the Authority's interest in said Project or Projects may be liquidated pursuant to the provisions of and subject to the limitations set forth in the Indenture, Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Series 2004 Reimbursement Account within the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to said Project or Projects (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed Outstanding), shall be applied to reimburse the Security Instrument Issuer for said draw in the Security Instrument. Such redemption of the applicable Series of Bonds shall be made upon full or partial payment of the principal amount of said Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture.

Section 10.4 Cooperation of the Authority and the Trustee. The Authority and the Trustee shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Master Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to a Project or Projects or any portion thereof or any property of the City in connection with which a Project or Projects is used and will, to the extent it may lawfully do so, and shall permit the City to litigate in any proceeding resulting therefrom in the name and behalf of the Authority and the Trustee. In no event will the Authority or the Trustee voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding or any part thereof without the written consent of the City Representative.

Section 10.5 Condemnation of Property Owned by the City. The City shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the Projects.

ARTICLE XI

DISCLAIMER OF WARRANTIES; COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 11.1 Disclaimer or Warranties. NEITHER THE AUTHORITY, THE SECURITY INSTRUMENT ISSUER NOR THE TRUSTEE MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECTS OR ANY OF THE EQUIPMENT OR FIXTURES THEREIN OR ANY OTHER REPRESENTATION OR WARRANTY. In no event shall the Authority, the Security Instrument Issuer or the Trustee be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Master Lease or the existence, furnishing, functioning or the use by the City of any item, product or service provided for herein.

Section 11.2 Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Projects hereby leased or intended so to be or for carrying out the intention hereof.

Section 11.3 City and Authority Representatives. Whenever under the provisions hereof the approval of the City or the Authority is required, or the City or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the City by the City Representative and for the Authority by the Authority Representative, and any party hereto and the Trustee and the Security Instrument Issuer shall be authorized to act on any such approval or request.

Section 11.4 Requirements of Law. During the Lease Term, the City and the Authority shall observe and comply promptly with all current and future laws, ordinances, orders, rules and regulations as the same become effective, of the federal, state, City and city governments and of all courts or other governmental authorities having jurisdiction over the Projects or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Projects, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Projects or any portion thereof, whether the same are in force at the commencement of the Lease Term or may in the future be passed, enacted or directed.

Section 11.5 Inspection of the Projects. The City and the Authority agree that the Trustee and the Security Instrument Issuer and their duly authorized agents shall have the right at all reasonable times to enter upon the Projects and to examine and inspect the same. The Trustee and the Security Instrument Issuer and their duly authorized agents

shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of the City and the Authority with respect to the Projects.

Section 11.6 Granting of Easements and Releases. As long as no Event of Nonappropriation or an Event of Default with respect to the Projects shall have happened and be continuing and subject to the written approval of the Security Instrument Issuer, the City may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any property or rights included in this Master Lease, the Security Instrument Agreement and the Indenture, free from the security interest afforded by or under this Master Lease, the Security Instrument Agreement, the Indenture and the Security Document or the City may release portions of the sites on which a Project or Projects is located or existing easements, licenses, rights of way and other rights and privileges with or without consideration, and the Authority agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver, any instrument necessary or appropriate to confirm and grant or release such portion of the Project site or any such easement, license, right of way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the City Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of such Project or Projects or any material portion thereof; and (iii) an opinion of counsel to the City that such grant or release will not materially weaken, diminish or impair the security granted to the Bondholders and contemplated hereby or under this Master Lease, the Indenture or the Security Documents.

Section 11.7 Issuance of Refunding Bonds. Subject to the prior written approval of the Security Instrument Issuer, Refunding Bonds may be issued by the Authority in accordance with the provisions of Section 2.13 of the General Indenture and with a corresponding effect on the Base Rentals and Additional Rentals due under this Master Lease as provided in Section 4.4 hereof.

Section 11.8 Issuance of Additional Bonds. Subject to the prior written approval of the Security Instrument Issuer, Additional Bonds may be issued by the Authority in accordance with the provisions of Section 2.14 of the General Indenture and with a corresponding effect on the Base Rentals and Additional Rentals due under this Master Lease as provided in Section 4.4 hereof.

ARTICLE XII

CONVEYANCE OF THE PROJECTS

Section 12.1 Conveyance of the Projects.

(a) The Authority's right and interest in and to all of the Projects shall be transferred, conveyed and assigned by the Authority to the City:

(i) Upon payment by the City of the then applicable Purchase Option Price and upon giving not less than thirty days prior written notice to the Authority and the Trustee including without limitation all amounts due the Security Instrument Issuer under the Security Instrument Agreement; or

(ii) Upon payment by the City of all Base Rentals and Additional Rentals required to be paid under this Master Lease during the Original Term and each of the Renewal Terms including without limitation all amounts due the Security Instrument Issuer under the Security Instrument Agreement; or

(iii) Upon the discharge of the lien of the Indenture under Article VIII thereof.

(b) Under the Indenture, the Trustee shall agree to execute such documents and instruments as shall be necessary to effect a release of the security interest granted by said Indenture or the Security Documents upon the payment in full of all of the Bonds.

(c) The City understands that the Purchase Option Price may be revised from time to time based on certain redemptions of Bonds (other than mandatory sinking fund redemptions) or the issuance of any Additional Bonds or Refunding Bonds authorized under the Indenture. In the event the City so elects to purchase all of the Projects as provided herein, the City hereby agrees to pay such applicable Purchase Option Price (together with the other amounts constituting the purchase price for the Projects as provided herein) as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the Bonds or the issuance of Additional Bonds or Refunding Bonds. Nothing herein shall be construed to create any obligation of the City to purchase the Projects.

Section 12.2 Release of a Project Upon Payment of Related Series of Bonds. In addition to the purchase option set forth above, the City is hereby granted the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under this Master Lease, a Project may be released from the lien created

with respect to the Bonds and the Indenture, any security provided for under the Security Instrument Agreement and this Master Lease and transferred to the City (subject to Permitted Encumbrances and liens and encumbrances resulting from the failure of the City to perform or observe the agreements on its part contained in this Master Lease or otherwise consented to by the City), if (i) the City shall deposit with the Trustee (for deposit in the Series 2004 Reimbursement Account as long as the Letter of Credit in then in effect) the Purchase Option Price for such Project; including any amounts due the Security Instrument Issuer under the Security Instrument Agreement and (ii) there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of such Project will not adversely affect the excludability of interest on the Bonds from federal gross income of the owners thereof, if applicable. The City shall be obligated to pay all costs of the Trustee, the Security Instrument Issuer and the Authority in providing for the transfer and release of any Project or portion thereof.

Section 12.3 Conveyance on Purchase of Projects. At the closing of any purchase of any or all of the Projects pursuant to the option to purchase granted in this Master Lease, the Authority shall, upon receipt by the Trustee of the Purchase Option Price, or upon the payment by the City of all Base Rentals and Additional Rentals required, or upon discharge of the lien of the Indenture as the case may be, together with any payments due the Security Instrument Issuer, deliver to the City the following:

(a) If necessary, a release by the Trustee of the lien under the Indenture and Security Documents, together with any other instrument necessary or appropriate to release any security interest granted by this Master Lease with respect to the Project or Projects to be released, the Indenture and the Security Documents.

(b) All necessary documents conveying to the City good and marketable title to the Project or Projects to be released as it then exists subject to the following: (i) the right, title, and interest of the City in such Project or Projects; (ii) those liens and encumbrances created by the City or to the creation or suffering of which the City consented; (iii) those liens and encumbrances resulting from the failure of the City to perform or observe any of the agreements on its part contained in this Master Lease; and (iv) Permitted Encumbrances, other than the Indenture, this Master Lease, the Security Documents and any financing statements filed by the Authority pursuant to this Master Lease with respect to the Project or Projects to be released or the Indenture.

Section 12.4 Relative Position of Option and Indenture. The purchase option granted to the City in Article III hereof with respect to all of the Projects shall be and remain prior and superior to the Indenture and may be exercised whether or not an Event of Nonappropriation or an Event of Default shall have occurred and be continuing hereunder or under the Indenture; provided, however, that such option must be exercised before the later of (i) ninety days after notification in writing by the Trustee to the City of the occurrence of an Event of Default under the Indenture, or (ii) the ultimate disposition of the Project or Projects upon exercise of any available foreclosure remedy, and further provided that, as a condition of the exercise of such option, the City must pay, in addition

to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Nonappropriation.

ARTICLE XIII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION AND SELLING

Section 13.1 The Authority to Grant Security Interest to Trustee. The parties hereto agree that pursuant to the Indenture, the Authority shall assign to the Trustee, in order to secure payment of the Bonds and the payment of the Authority's obligations under the Security Instrument Agreement, all of the Authority's right, title and interest in the Master Lease, except the Authority's rights to compensation from the City for expenses of the Authority under Section 6.3(d) of this Master Lease, the Authority's rights to indemnification from the City under Section 13.3 of this Master Lease and the obligation of the City to pay any attorneys' fees and expenses incurred by the Authority under Section 14.5 of this Master Lease.

Section 13.2 Assignment and Subleasing by the City. This Master Lease may not be assigned by the City for any reason. All or portions of a Project may be subsequently subleased by the City without the necessity of obtaining the consent of the Authority, the Trustee or any Bondholder; subject, however, to each of the following conditions:

(a) a Project may only be subleased to a municipality, school district, agency or other political subdivision of the City or the State, or to a private party if the Authority or the City intends to own such Project through the useful life of such Project, and the Authority or the City determines that such ownership of such Project furthers a legitimate public purpose;

(b) this Master Lease and the obligations of the City to make payment of Base Rentals and Additional Rentals under this Master Lease shall at all times during the Lease Term remain obligations of the City notwithstanding any sublease;

(c) the City shall, prior to the execution of a sublease, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of each sublease;

(d) any such sublease shall be expressly subordinate to the rights of the Trustee, the Security Instrument Issuer and the Bondholders under the Indenture, this Master Lease and the Security Documents; and

(e) receipt by the Trustee of an opinion of bond counsel to the effect that such sublease will not in and of itself cause interest on the Bonds issued to finance such Project to be included in gross income of the owners thereof (if such Bonds were issued bearing tax-exempt interest).

After an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under this Master Lease, the Indenture or the Security Documents, the Trustee may collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees.

Section 13.3 Release and Indemnification Covenants. To the extent of the Net Proceeds of the insurance coverage of the City, the City shall and hereby agrees to indemnify and save the Authority, the Security Instrument Issuer and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from any work or thing done on, the Projects during the Lease Term from: (i) any condition of the Projects; and (ii) any act or negligence of the City or of any of its agents, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. The City shall indemnify and save the Authority, the Security Instrument Issuer and the Trustee harmless, from and to the extent of available moneys as set forth above, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Authority, the Security Instrument Issuer or the Trustee, shall defend them or either of them in any action or proceeding.

In exchange for the City's agreement to indemnify the Trustee, the Security Instrument Issuer and the Authority as provided in this Section 13.3, the Authority, the Security Instrument Issuer and Trustee hereby agree to cooperate with the City in asserting any cause of action that they might individually or as a group have against any third parties with respect to the Project. Furthermore, in no event will the Authority, the Security Instrument Issuer or Trustee voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Projects without the written consent of the City Representative.

Section 13.4 References to Bonds Ineffective After Bonds Paid. Upon payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and all fees and charges of Trustee and the Security Instrument Issuer, all references in this Master Lease to said Bonds and Trustee shall be ineffective and neither the Trustee, the Security Instrument Issuer nor the Bondholders shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested.

Section 13.5 Installation of the Furnishings and Machinery of the City. The City or any sublessee of the City may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in a Project or Projects. All such machinery, equipment and other tangible property, except any machinery, equipment and other tangible property substituted for machinery, equipment and tangible property purchased with proceeds of the Bonds as provided in Section 13.6 hereof, shall remain the sole property of the City or sublessee of the City, in which neither the Authority, the Security Instrument Issuer nor the Trustee shall have any interest and may be removed by the City or sublessee of the City at any time; provided, however, that the City or sublessee of the City shall be obligated to repair any damage to the Project or Projects, at its own cost and expense, resulting from any such removal.

Section 13.6 Equipment Purchased with Proceeds of the Bonds. Any item of equipment shall be labeled, to the extent practicable, to indicate that it is owned by the Authority, subject to the Indenture, the Security Documents and this Master Lease. Equipment financed with proceeds of the Bonds may not be relocated by the City from the Projects. Any item of such equipment which shall be determined by the City to be no longer usable in connection with the operation of the Projects may be sold by the City after written notice to the Trustee and upon (i) substitution of equipment of comparable or greater value or (ii) deposit of the proceeds thereof in the Bond Fund. Upon any such sale, the equipment so sold shall be released from the Indenture, this Master Lease, the Security Documents and the security interest created thereunder and hereunder.

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

Section 14.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Master Lease:

(a) Failure by the City to pay any Base Rentals or Additional Rentals required to be paid under Section 6.2 and Section 6.3 of this Master Lease at the time specified therein, in the absence of an Event of Nonappropriation, for a period of five days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Trustee or, in any event, a failure by the City to make such payments within fifteen (15) days after the date on which they are due; or

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not unreasonably withhold their consent to an extension of such time if corrective action shall be instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(c) The City shall abandon any material portion of a Project; or

(d) The City's interest in this Master Lease or any part thereof shall be assigned or transferred without the written consent of the Authority, either voluntarily or by operation of law, except as permitted hereunder; or

(e) The City shall file any petition or institute any proceedings wherein or whereby the City seeks to be adjudicated a bankrupt, or to be discharged from any and all of its debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts, or seeks a reorganization or a readjustment of the City's debts, or for any other similar release, or any such petition or any such proceedings of the same or similar kind or character shall be filed, or instituted or taken against the City and the same shall not have been dismissed or otherwise resolved in favor of the City within sixty days from the filing or institution thereof.

The foregoing provisions of this Section 14.1 are subject to the following limitations: (i) the obligations of the City to make payments of the Base Rentals and Additional Rentals as provided in Section 6.2 and Section 6.3 of this Master Lease shall be subject to the occurrence of an Event of Nonappropriation; and (ii) if, by reason of force majeure, the City shall be unable, in whole or in part, to carry out any agreement on its part herein

contained, other than the obligations on the part of the City contained in Article VI hereof, the City shall not be deemed in default during the continuance of such inability. The City agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the City from carrying out its agreement; provided, however, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City, and the City shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City.

Section 14.2 Remedies on Default. Whenever any Event of Default referred to in Section 14.1 of this Master Lease shall have happened and be continuing, subject to the limitations contained in the Indenture, the Trustee or the Authority with the written consent of the Trustee (and the Security Instrument Issuer if the Security Instrument is then in effect), shall have the right, at their or its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Immediately reenter and take possession of the Projects;

(b) Exercise any rights or remedies as the Trustee or Security Instrument Issuer may have under the Security Documents; or

(c) Take whatever action at law or in equity may appear necessary or desirable to enforce their or its rights in and to the Projects, including, without limitation, the right to terminate the Lease Term.

The obligation of the City to vacate the Projects as provided in Section 6.6 of this Master Lease shall also apply to an Event of Default. Any moneys collected pursuant to action taken under this Section 14.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Section 14.3 Limitations on Remedies. No judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Nonappropriation under this Master Lease, except as expressly provided herein. In the event the security interest created under the Indenture, the Security Instrument Agreement (or the Deed of Trust defined therein) this Master Lease or the Security Documents shall be foreclosed subsequent to the occurrence of an Event of Default or an Event of Nonappropriation, no deficiency judgment may be entered against the City or the Authority.

Section 14.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority and the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority and the Trustee to exercise any remedy reserved in this Article XIV,

it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section 14.5 Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the City under this Section 14.5 shall be subject to the availability of City Funds and the obligation of the Authority shall be limited to amounts legally available therefor.

Section 14.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XV

MISCELLANEOUS

Section 15.1 Lease Term. This Master Lease shall remain in effect from the date hereof until the termination of the Lease Term as provided in Section 4.2 of this Master Lease.

Section 15.2 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Authority, Municipal Building Authority of the City of South Jordan, 1600 West Towne Center, South Jordan, Utah 84095, Attention: Chair; if to the City, City of South Jordan, 1600 West Towne Center, South Jordan, Utah 84095, Attention: Mayor; if to the Trustee, Zions First National Bank, 10 East South Temple, 12th Floor, Salt Lake City, Utah 84130-0880, Attention: Corporate Trust Department if to the Security Instrument Issuer, BNP Paribas, One Front Street, 23rd Floor, San Francisco, California 94111, Attention: Letter of Credit Department. A duplicate copy of each notice, certificate or other communication given hereunder by the Authority or the City shall also be given to the Trustee. The Authority, the City, the Security Instrument Issuer and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.3 Binding Effect. This Master Lease shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in Section 2.2(f) and Section 13.2 of this Master Lease.

Section 15.4 Severability. In the event any provision of this Master Lease (other than the obligation of the City to pay Base Rentals or Additional Rentals) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and in the event any provision of this Master Lease were to invalidate the Bonds, such provision shall be rendered invalid and unenforceable, but shall not invalidate or render unenforceable any other provision hereof.

Section 15.5 Amounts Remaining in the Bond Fund and Debt Service Reserve Fund; Dissolution. It is agreed by the parties hereto that any amounts remaining in the Bond Fund and the Debt Service Reserve Fund upon expiration or sooner termination of the Lease Term, as provided in this Master Lease, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and the fees and expenses of Trustee and any paying agents in accordance with the Indenture and all other amounts due under the Indenture, shall belong to and be paid to the City by the Trustee as an overpayment of Base Rentals and Additional Rentals. Upon dissolution of the Authority, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the

Indenture) and payment in full of other obligations of the Authority, any assets and net earnings of the Authority shall be paid to the City in accordance with the Act.

Section 15.6 Amendments, Changes and Modifications. Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Master Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee and the Security Instrument Issuer as long as the Security Instrument is in effect in accordance with provisions of the Indenture.

Section 15.7 Execution in Counterparts. This Master Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.8 Net Lease. This Master Lease shall be deemed and construed to be a "net lease," and the City shall pay absolutely net during the Lease Term the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff, other than those herein expressly provided.

Section 15.9 Applicable Law. This Master Lease shall be governed by and construed in accordance with the laws of the State.

Section 15.10 Captions. The captions or headings in this Master Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Master Lease.

Section 15.11 No Personal Liability. No person executing this Master Lease or any of the Bonds, the Indenture or the Security Documents shall be subject to personal liability or accountability by reason of such action or the issuance of the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Master Lease to be executed in its corporate name with its corporate seal hereunto affixed and attested by a duly authorized officer. The City has executed this Master Lease in its name with its seal hereunto affixed and attested by a duly authorized officer. All of the above occurred as of the date first above written.

(SEAL)

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
Secretary

(SEAL)

CITY OF SOUTH JORDAN, UTAH

By: _____
Mayor

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

SCHEDULE I

So long as the Series 2004 Bonds bear interest at the Weekly Rate[1], the City shall make monthly Base Rental payments[2] on the first Business Day of each calendar month beginning August 2, 2004, in an amount equal to (a) the interest then falling due on the Series 2004 Bonds, plus (b) the principal then coming due on the Series 2004 Bonds either by regularly scheduled maturities or prior redemption[3].

So long as the Series 2004 Bonds bear interest at the Long-Term Rate[1], the City shall make semiannual Base Rental payments[2] at least fifteen (15) days prior to each February 1 and August 1 of each year in an amount equal to (a) the interest falling due on the Series 2004 Bonds, plus (b) the principal and premium, if any, then coming due on the Series 2004 Bonds either by regularly scheduled maturities or prior redemption[3].

---

(1) The Weekly and Long-Term Rates shall be determined as provided in the Indenture.

(2) Base Rental payments may be adjusted as provided in the Indenture or as provided herein.

(3) A schedule of principal reduction payments is set forth in the Reimbursement Agreement.

EXHIBIT A

2004 PROJECT DESCRIPTION

The 2004 Project includes (i) the acquisition of a golf and games recreational facility (the "Recreational Facility"), and (ii) the construction of certain infrastructure improvements to the Recreational Facility, including adjustments to certain course lighting, adjustments to tee boxes, fairways, and greens to accommodate road construction, addition of arcade games and concession stands, and other related improvements (the "Infrastructure Improvements" and, collectively with the Recreational Facility, the "2004 Project").

The Recreational Facility includes the acquisition of certain real property located in Salt Lake County, Utah, to wit:

PARCEL 1:

Beginning at a point on the North right of way line of 10600 South Street and the centerline of a 20 foot right of way, said point being West 976.59 feet and North 170.58 feet from the found East Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said right of way centerline North 03°05'16" East 217.90 feet and North 12°14'57" West 267.60 feet; thence North 77°39'23" East 10 feet; thence North 12°30'37" West 81.10 feet to the South line of that certain Parcel deeded to the Salt Lake Church of Christ by Warranty Deed recorded February 5, 1997 as Entry No. 6565607 in Book 7592 at Page 2811 of Official Records; thence North 84°37'17" East along said South line 155.30 feet to a fence at the Southeast corner of said Parcel; thence along said fence the following 18 calls; North 13°56'08" West 13.30 feet; North 11°08'47" West 5.50 feet; North 24°03'30" West 44.97 feet; North 26°10'55" West 42.93 feet; North 26°09'34" West 45.04 feet; North 24°08'27" West 45.08 feet; North 27°18'12" West 30.16 feet; North 30°22'39" West 45.59 feet; North 26°11'23" West 31.33 feet; North 23°03'31" West 55.81 feet; North 22°24'45" West 48.59 feet; North 18°09'26" West 45.59 feet; North 18°45'06" West 43.25 feet; North 20°39'23" West 31.37 feet; North 26°07'41" West 16.13 feet; North 37°01'12" West 15.26 feet; North 60°48'42" West 14.23 feet; North 75°38'03" West 10.61 feet to the end of said fence; thence North 88°54'00" West 458.00 feet; thence North 00°26'43" East 212.92 feet; thence South 89°33'17" East 273.00 feet; thence North 00°26'43" East 528.73 feet; thence North 88°36'50" East 90.82 feet to a fence corner and the Southwest corner of the W. Van Palmer Property as surveyed by McNeil Engineering (Recordation No. S98-08-0467 on file with the Salt Lake County Surveyor's Office); and running thence along said fence and South property line of the following 12 calls; North 88°42'12" East 135.11 feet; North 89°07'08" East 60.47 feet; South 89°14'46" East 138.94 feet; South 88°59'30" East 172.62 feet; South 88°58'14" East 246.76 feet; South 88°53'58" East 212.09 feet; South 88°50'08" East 194.46 feet; South 89°00'29" East 108.30 feet; South 88°18'15" East 79.51 feet; South 87°51'30" East 80.62 feet; South 88°09'08" East 51.70 feet; and South 89°32'38" East 54.69 feet to the Southeast corner of said Palmer Property and the West line of The Division of Parks and Recreation Property as shown on Sheet 2 of Utah Department of Transportation Project No. SP-1746 Provo-Jordan River Parkway property exchange drawings dated February 2, 1989; thence along said West line the following 3 calls; South 05°51'19" East 1699.63 feet to a point on a 1072.00 foot radius curve to the right with a central angle of 09°24'22"; thence along said curve an arc distance of 175.99 feet (chord bears South 01°09'08" East 175.79 feet); thence South 03°33'03" West 26.69 feet to the North right of way line of 10600 South Street; thence leaving said West line and running along said North line of 10600 South Street the following 5 calls; North 79°16'48" West 181.79 feet; North 87°44'49" West 120.98 feet; South 88°54'21" West 192.33 feet; South 89°28'11" West 741.17 feet; thence North 80°03'19" West 246.28 feet to the point of beginning.

SUBJECT TO A RIGHT OF WAY DESCRIBED AS FOLLOWS:

Beginning at a point which is South 1187.84 feet and East 1037.76 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°26'43" East 20 feet; thence South 89°33'17" East 20 feet; thence South 00°26'43" East 20 feet; thence North 89°33'17" West 20 feet to the point of beginning.

Excepting therefrom any portion within the bounds of Springhill Subdivision No. 1 and Springhill Subdivision No. 2.

PARCEL 2:

LESS AND EXCEPTING therefrom: Beginning at a point which is South 1187.84 feet and East 1037.76 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°33'17" East 157.59 feet; thence South 00°26'43" West 180.95 feet; thence South 88°00'11" West 36.28 feet along existing field fence; thence North 88°06'56" West 121.38 feet along said fence; thence North 00°26'43" East 18.55 feet; thence North 89°03'03" West 16.50 feet; thence North 45°00'00" East 23.52 feet; thence North 00°26'43" East 143.99 feet to the point of beginning.

LESS AND EXCEPTING from Parcel 2 the Southerly portion of said property, described as follows:

Commencing 80 rods North and 43.32 rods East from the center of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 16.5 feet; thence East 768.5 feet; thence South 16.5 feet; thence West 768.5 feet to the point of beginning. Less the tract deeded to Utah Power and Light Company.

ALSO LESS AND EXCEPTING from Parcel 2 the following: Beginning South 1348.725 and East 1036.505 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 89°03'03" West 16.5 feet; thence North 45" East 23.52 feet; thence South 00°26'43" West 16.9 feet to the point of beginning.

PARCEL 3:

ALSO LESS AND EXCEPTING a parcel of land in fee for the widening of 10600 South Street known as Project No. 0151, being part of an entire tract of property, situate in the Southeast Quarter of the Northeast Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southwest corner of said entire tract which is 297.705 meters (976.72 feet) South 89°29'36" West along the Quarter section line and 54.398 meters (178.47 feet) North from the East Quarter corner of said Section 14; and running thence North 03°05'16" East 1.060 meters (3.48 feet) along the Westerly boundary line of said entire tract to a point which is 17.955 meters (58.91 feet) radially distant Northerly from the centerline of said project at Engineer Station 37+265.740; thence Easterly 93.795 meters (307.73 feet) along the arc of a 982.045-meter (3221.93- foot) radius non-tangent curve to the left concentric with said centerline (Note: Chord to said curve bears South 81°30'23" East for a distance of 93.759 meters (307.61 feet)) to the Southerly boundary line of said entire tract at a point opposite Engineer Station 37+361.250; thence South 89°28'11" West 18.851 meters (61.85 feet) along said Southerly boundary line; thence North 80°03'19" West 75.066 meters (246.28 feet) along said Southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

EXHIBIT B

FORM OF REQUISITION

RE: the Municipal Building Authority of the City of South Jordan, Utah Adjustable Rate Lease Revenue Bonds, Series 2004 in the sum of $12,500,000

Zions First National Bank
10 East South Temple, 12th Floor
Salt Lake City, Utah 84130-0880

You are hereby authorized to disburse from the Series 2004 Construction Fund account with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

_____

_____

AMOUNT: $_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED (bill or statement of account attached; partial release from all contractors, subcontractors and suppliers who have provided services or materials to the 2004 Project on file with the City):

_____

_____

_____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the Series 2004 Construction Fund account, has not been the basis for a previous withdrawal, constitutes a Cost of Acquisition and Construction of the 2004 Project and will be used to acquire, purchase, construct, install or improve the 2004 Project.

There has not been filed or served upon the Authority or the City, notice of any lien, right to lien, attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in this Requisition, which has not been released or will not be released simultaneously with such payment, other than materialmen's or mechanics' liens accruing by operation of law which will not be released until final payment is made.

Performance, labor, materials and other bonds as required in the Master Lease have been obtained by each contractor or subcontractor to whom payment is to be made pursuant to this Requisition.

THE CITY OF SOUTH JORDAN , UTAH

DATED:_____

By:_____

Its:_____

NEW ISSUE—Issued in Book-Entry Form Only **RATINGS: Fitch; "AA/F1+"**

In the opinion of Ballard Spahr Andrews & Ingersoll, LLP, Bond Counsel to the Authority, based on an analysis of currently existing laws, regulations, decisions and interpretations, and assuming, among other matters, compliance with certain covenants, interest on the Series 2004 Bonds is excludable from gross income for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, but such interest is included in earnings and profits in computing the federal alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that, under currently existing law, interest on the Series 2004 Bonds is exempt from State of Utah individual income taxes. Bond Counsel expresses no opinion regarding any other tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2004 Bonds. See "TAX EXEMPTION" herein.

$12,500,000
MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH
ADJUSTABLE RATE LEASE REVENUE BONDS, SERIES 2004

Payable From Annually Renewable Lease Payments to be Made by

CITY OF SOUTH JORDAN, UTAH

Price: 100%

Dated: Date of Delivery **CUSIP No. 838544 AW 4** **Due: February 1, 2029**

The Series 2004 Bonds are issuable only as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2004 Bonds. Purchases of beneficial ownership interest in the Series 2004 Bonds will be made in book-entry form only, in denominations of $100,000 and integral multiples of $5,000 in excess of $100,000 when interest on the Series 2004 Bonds is payable at a Weekly Rate and integral multiples of $5,000 when interest is payable at a Long-Term Rate. Beneficial owners of the Series 2004 Bonds will not receive physical delivery of bond certificates evidencing their ownership of the Series 2004 Bonds. See "THE SERIES 2004 BONDS–Book-Entry Only System."

The Series 2004 Bonds will initially bear interest at a Weekly Rate and the first Interest Payment Date for the Series 2004 Bonds will be August 2, 2004. So long as DTC or its nominee is the registered owner of the Series 2004 Bonds, payments of the principal of and interest on the Series 2004 Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC, and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE SERIES 2004 BONDS—Book–Entry Only System." The initial Weekly Rate will be determined by the Underwriter and each subsequent Weekly Rate will be determined by the Remarketing Agent for the Series 2004 Bonds, initially Wells Fargo Brokerage Services, LLC.

The Series 2004 Bonds are subject to optional redemption prior to maturity as described herein. See "THE SERIES 2004 BONDS—Redemption Provisions" herein. The Series 2004 Bonds are also subject to optional and mandatory tender for purchase under certain circumstances. See "THE SERIES 2004 BONDS—Tender Provisions" herein.

Proceeds from the sale of the Series 2004 Bonds will be used for the purpose of financing the acquisition of a golf and games recreational facility (the "Recreational Facility"); the construction of certain infrastructure improvements to the Recreational Facility, including adjustments to certain course lighting, adjustments to tee boxes, fairways, and greens to accommodate road construction, addition of arcade games and concession stands, and other related improvements (the "Infrastructure Improvements" and, collectively with the Recreational Facility, the "2004 Project"); capitalized interest on the Series 2004 Bonds during the construction of the 2004 Project; a debt service reserve fund; and costs associated with the issuance of the Series 2004 Bonds. The Authority will lease the 2004 Project to the City of South Jordan, Utah (the "City") pursuant to an annually renewable Master Lease Agreement, dated as of June 1, 2004 (the "Master Lease").

The Series 2004 Bonds will be issued pursuant to a General Indenture of Trust dated as of June 1, 2004, as supplemented by a First Supplemental Indenture of Trust dated as of June 1, 2004 (collectively, the "Indenture"), each between the Authority and Zions First National Bank, as trustee (the "Trustee"). The Series 2004 Bonds are special limited obligations of the Authority payable solely from Base Rentals and certain funds held under the Indenture. The Series 2004 Bonds are equally and ratably secured under the Security Documents, as described herein, on a parity with any other Bonds hereafter issued by the Authority under the Indenture. Pursuant to the Indenture and the Security Documents, the Authority has mortgaged, pledged and assigned to the Trustee all of its right, title and interest in and to the Recreational Facility (but not the Infrastructure Improvements). Pursuant to the Indenture, the Authority has assigned the right to receive Base Rentals paid by the City under the Master Lease to secure payment of the Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" herein.

Under the Master Lease, the City has agreed to pay Base Rentals which are sufficient to pay the principal of and interest on the Series 2004 Bonds coming due in each year, but only if and to the extent that the City Council of the City (the "City Council") annually appropriates funds sufficient to pay the Base Rentals coming due during each Renewal Term plus such Additional Rentals as are required under the Master Lease during such period. The City is not required to appropriate any moneys to pay the Base Rentals or Additional Rentals.

THE OBLIGATION OF THE CITY TO PAY BASE RENTALS AND ADDITIONAL RENTALS IS SUBJECT TO ANNUAL APPROPRIATION BY THE CITY COUNCIL AS PROVIDED IN THE MASTER LEASE. NEITHER THE OBLIGATION OF THE CITY TO PAY SUCH BASE RENTALS AND ADDITIONAL RENTALS NOR THE OBLIGATION OF THE AUTHORITY TO PAY THE SERIES 2004 BONDS WILL CONSTITUTE A GENERAL OBLIGATION OR A DEBT OF THE CITY, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION OF THE STATE OF UTAH. THE ISSUANCE OF THE SERIES 2004 BONDS DOES NOT DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO PAY ANY BASE RENTALS OR ADDITIONAL RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR. THE SERIES 2004 BONDS ARE NOT AN INDEBTEDNESS OR A LIABILITY OF THE CITY OR THE STATE OF UTAH. THE AUTHORITY HAS NO TAXING POWER. SEE "RISK FACTORS" HEREIN.

The payment of the principal of , interest on, and the purchase price of the 2004 Bonds are secured by an irrevocable direct pay letter of credit (the "Letter of Credit") issued by BNP Paribas, San Francisco Branch (the "Bank"), in favor of the Trustee.

BNP PARIBAS

The Trustee will be entitled to draw up to an amount sufficient to pay the principal of and up to 35 days of accrued interest on the Series 2004 Bonds bearing interest at a Weekly Rate (at a maximum rate of 10% per annum), to be used (a) to pay (i) the principal of the Series 2004 Bonds when due, whether pursuant to maturity or redemption; and (ii) the interest on the Series 2004 Bonds when due, and (b) to pay the purchase price of the Series 2004 Bonds tendered by the holders thereof. The Letter of Credit expires on June 29, 2009, or on the earlier occurrence of certain events. The Letter of Credit may be extended upon such terms and conditions as may be agreed by the Bank and the Authority. See "THE REIMBURSEMENT AGREEMENT" herein. The failure of the Authority to maintain the Letter of Credit throughout the term of the Series 2004 Bonds is not an event of default and there is no assurance that the Letter of Credit will be in effect throughout the term of the Series 2004 Bonds.

The Series 2004 Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of their legality by Ballard Spahr Andrews & Ingersoll, LLP, Bond Counsel to the Authority, and to certain other conditions. Certain legal matters will be passed on for the Authority and the City by John H. Geilmann, City Attorney. It is expected that the Series 2004 Bonds will be available for delivery to DTC or its agent on or about June 29, 2004.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated June 28, 2004, and the information contained herein speaks only as of that date.

WELLS FARGO

Wells Fargo Brokerage Services, LLC

No dealer, broker, salesman or any other person has been authorized by the Authority, the City, or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer or solicitation of an offer to buy nor shall there be any sale of the Series 2004 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

The information set forth herein has been obtained from the Authority, the City, DTC and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the Authority or the City or in any other information contained herein since the date hereof.

The Series 2004 Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exemptions contained in such act. Any registration or qualification of the Series 2004 Bonds in accordance with applicable provisions of the securities laws of the states in which the Series 2004 Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT MARKET PRICES OF THE SERIES 2004 BONDS. SUCH TRANSACTIONS, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The City maintains a website. However, the information presented on that website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2004 Bonds.

SPECIAL DISCLOSURE STATEMENT: WELLS FARGO BROKERAGE SERVICES, LLC ("WELLS"), MEMBER NASD AND SIPC, IS A BROKERAGE AFFILIATE OF WELLS FARGO & COMPANY, IS NOT A BANK OR THRIFT AND IS SEPARATE FROM WELLS FARGO BANK, N.A. AND ANY OTHER BANK OR THRIFT AFFILIATED THEREWITH. WELLS IS SOLELY RESPONSIBLE FOR ITS CONTRACTUAL OBLIGATIONS AND COMMITMENTS. NON-DEPOSIT INVESTMENT PRODUCTS OFFERED ARE NOT FDIC INSURED, ARE SUBJECT TO INVESTMENT RISK, INCLUDING LOSS OF PRINCIPAL, AND ARE NOT GUARANTEED BY A BANK UNLESS OTHERWISE SPECIFIED.

FROM TIME TO TIME WELLS FARGO BANK, N.A. AND OTHER BANKS AFFILIATED WITH WELLS MAY LEND MONEY TO AN ISSUER OF SECURITIES THAT ARE UNDERWRITTEN OR DEALT IN BY WELLS. WITHIN THE PROSPECTUS OR OTHER DOCUMENTATION PROVIDED WITH EACH SUCH UNDERWRITING OR DEALING THERE WILL BE A DISCLOSURE OF ANY MATERIAL LENDING RELATIONSHIP BY AN AFFILIATE OF WELLS WITH SUCH AN ISSUER AND WHETHER THE PROCEEDS OF SUCH AN ISSUANCE OF SUCH SECURITIES WILL BE USED BY THE ISSUER TO REPAY ANY OUTSTANDING INDEBTEDNESS IN ANY WELLS AFFILIATE.

FROM TIME TO TIME WELLS MAY PARTICIPATE IN A PRIMARY OR SECONDARY DISTRIBUTION OF SECURITIES BOUGHT OR SOLD BY A PURCHASER OF BONDS. WELLS AND ITS AFFILIATES MAY ALSO ACT AS AN INVESTMENT ADVISOR TO ISSUERS WHOSE SECURITIES MAY BE SOLD TO A PURCHASER OF THE SERIES 2004 BONDS.

$12,500,000
MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF SOUTH JORDAN, UTAH
ADJUSTABLE RATE LEASE REVENUE BONDS, SERIES 2004

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President and Chair ..... Kent Money
Member ..... Leona Winger
Member ..... Bradley G. Marlor
Member ..... David Colton
Member ..... Ann Bangerter Gayheart
Member ..... Mary Wenner
Secretary ..... Ricky A. Horst

City Council and Other City of South Jordan Officials

Mayor ..... Kent Money
Councilmember ..... Leona Winger
Councilmember ..... Bradley G. Marlor
Councilmember ..... David Colton
Councilmember ..... Ann Bangerter Gayheart
Councilmember ..... Mary Wenner
City Manager ..... Ricky A. Horst
City Recorder ..... Anna West
City Attorney ..... John H. Geilmann
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OFFICIAL STATEMENT RELATING TO

$12,500,000

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH

ADJUSTABLE RATE LEASE REVENUE BONDS

SERIES 2004

payable from annually renewable lease payments to be made by

CITY OF SOUTH JORDAN, UTAH

pursuant to a Master Lease Agreement

INTRODUCTORY STATEMENT

This Official Statement is provided to furnish certain information in connection with the issuance by the Municipal Building Authority of the City of South Jordan, Utah (the "Authority"), of its Adjustable Rate Lease Revenue Bonds, Series 2004, in the aggregate principal amount of $12,500,000 (the "Series 2004 Bonds") to be issued pursuant to a General Indenture of Trust dated as of June 1, 2004 (the "General Indenture"), as amended and supplemented by a First Supplemental Indenture of Trust dated as of June 1, 2004 (the "First Supplemental Indenture," and collectively with the General Indenture, the "Indenture"), each by and between the Authority and Zions First National Bank, as trustee (the "Trustee").

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2004 Bonds to potential investors is made only by means of the entire Official Statement.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements.

The Authority

The Authority is a nonprofit corporation created by the City Council of the City of South Jordan, Salt Lake County, Utah (the "City"), pursuant to the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated 1953, as amended and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (collectively, the "Act"), for the purpose of financing projects on behalf of the City as provided in the Act. For more complete information, see "THE AUTHORITY" herein.

The City

The City, incorporated in 1935, covers an area of approximately 21.8 square miles and is located in the southwest portion of Salt Lake County (the "County"). The City estimates that its current population is approximately 38,212. For additional information regarding the City, see "THE CITY" and "FINANCIAL INFORMATION REGARDING THE CITY" herein and APPENDIX A and APPENDIX C.

Purpose of the Series 2004 Bonds

The Series 2004 Bonds are being issued under the Indenture for the purpose of financing (i) the acquisition of a golf and games recreational facility (the "Recreational Facility"); (ii) the construction of certain infrastructure improvements to the Recreational Facility, including adjustments to certain course lighting, adjustments to tee boxes, fairways, and greens to accommodate road construction, addition of arcade games and concession stands, and other related improvements (the "Infrastructure Improvements" and, collectively with the Recreational Facility, the "2004 Project"); (iii) capitalized interest on the Series 2004 Bonds; (iv) a debt service reserve fund; and (v) costs associated with the issuance of the Series 2004 Bonds. See "THE 2004 PROJECT" and "SOURCES AND USES OF FUNDS" below.

The 2004 Project will be leased by the Authority to the City under an annually renewable Master Lease Agreement dated as of June 1, 2004, (the "Master Lease"), by and between the Authority and the City. For more complete information with respect to the Master Lease, see "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS" herein.

Additional Bonds

There are no Bonds (as hereinafter defined) currently outstanding under the Indenture. However, the Authority has outstanding bonds under separate indentures. See "DEBT STRUCTURE OF THE CITY—Outstanding Lease Revenue Bond Indebtedness" herein.

The Authority may issue Additional Bonds in the future ranking on a parity with the Series 2004 Bonds under the Indenture, on the terms and conditions specified in the Indenture and the Master Lease, for the purpose of refunding outstanding bonds of the Authority (the "Refunding Bonds") or financing additional Projects for lease to the City (the "Additional Bonds"). The Series 2004 Bonds, any Refunding Bonds and any Additional Bonds are herein collectively referred to as the "Bonds." See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds and Refunding Bonds."

Security for and Sources of Payment of the Bonds

The Bonds are issued under and are equally and ratably secured by the Indenture. Pursuant to the Indenture, the Authority has pledged and assigned to the Trustee, among other things, its right, title and interest in and to the Master Lease, including its right to receive the Base Rentals (as defined below) under the Master Lease as security for the payment of the principal, premium, if any, and interest on the Bonds. In addition, the Authority has granted a security interest in the Recreational Facility pursuant to a Deed of Trust, Assignment of Rents and Security Agreement dated as of June 1, 2004 (the "Deed of Trust"), for the equal and proportionate benefit of the owners of the Bonds and the Bank. The Deed of Trust and any financing statements filed in connection therewith are sometimes collectively referred to herein as the "Security Documents." The Authority has not granted any security interest in the Infrastructure Improvements. The Bonds are limited obligations of the Authority payable solely from the revenues and receipts received pursuant to the Master Lease and other funds or amounts held by the Trustee under the Indenture as security for the Bonds.

Under the Master Lease, the City has agreed to make payments in stated amounts which are sufficient to pay the principal of and the interest on the Bonds coming due in each year (collectively, the "Base Rentals") but only if and to the extent that the City Council of the City (the "City Council") annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term (as described herein) under the Master Lease plus such additional amounts (the "Additional Rentals") as are necessary to operate and maintain the Projects and to pay certain other expenses during such period. The Master Lease specifically provides that nothing therein shall be construed to require the City Council to appropriate any money to pay any Base Rentals or Additional Rentals (collectively, the "Rentals") thereunder and that the City shall not be obligated to pay such Rentals except to the extent appropriated. THE OBLIGATION OF THE CITY TO PAY ANY RENTALS IS ANNUALLY RENEWABLE AS PROVIDED IN THE MASTER LEASE. NEITHER THE OBLIGATIONS OF THE CITY TO PAY RENTALS NOR THE OBLIGATION OF THE AUTHORITY TO PAY THE BONDS WILL CONSTITUTE A DEBT OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE SERIES 2004 BONDS DOES NOT DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO

PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR. THE SERIES 2004 BONDS ARE NOT AN INDEBTEDNESS OR A LIABILITY OF THE CITY OR THE STATE. THE AUTHORITY HAS NO TAXING POWER.

The payment of the principal of, interest on, and the purchase price of the 2004 Bonds are secured by an irrevocable direct pay letter of credit (the "Letter of Credit") issued by BNP Paribas, San Francisco Branch (the "Bank"), in favor of the Trustee. The Trustee will be entitled to draw up to an amount sufficient to pay the principal of and up to 35 days of accrued interest on the Series 2004 Bonds bearing interest at a Weekly Rate (at a maximum rate of 10% per annum), to be used (a) to pay (i) the principal of the Series 2004 Bonds when due, whether pursuant to maturity or redemption; and (ii) the interest on the Series 2004 Bonds when due; and (b) to pay the purchase price of the Series 2004 Bonds tendered by holders thereof. The Letter of Credit expires on June 29, 2009, or on the earlier occurrence of certain events. The Letter of Credit may be extended upon such terms and conditions as may be agreed by the Bank and the Authority. See "THE REIMBURSEMENT AGREEMENT" and "THE BANK" herein. The failure of the Authority to maintain the Letter of Credit throughout the term of the Series 2004 Bonds is not an event of default, and there is no assurance that the Letter of Credit will be in effect throughout the Term of the Series 2004 Bonds.

See "THE SERIES 2004 BONDS—Security and Sources of Payment" below.

Redemption and Tender Provisions

The Series 2004 Bonds are subject to redemption and tender prior to maturity. See "THE SERIES 2004 BONDS—Redemption and Tender Provisions" below.

Registration, Denominations, Manner of Payment

The Series 2004 Bonds are issuable only as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Series 2004 Bonds. Purchases of Series 2004 Bonds will be made in book-entry form only: (1) when interest is payable at a Weekly Rate, $100,000 minimum denominations and integral multiples of $5,000 in excess thereof; and (2) when interest is payable at a Long-Term Interest Rate, $5,000 minimum denominations and integral multiples of $5,000 (collectively, "Authorized Denominations"); through brokers and dealers who are, or who act through, DTC Participants. Beneficial Owners of the Series 2004 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2004 Bonds.

Initially, interest on the Series 2004 Bonds is payable on August 2, 2004, and monthly thereafter on the first business day of each month by Zions First National Bank, as Paying Agent, to the registered owners of the Series 2004 Bonds. So long as DTC is the registered owner, it will in turn remit such principal and interest payments to its Participants, for subsequent disbursements to the Beneficial Owners of the Series 2004 Bonds as described under the caption "THE SERIES 2004 Bonds–Book-Entry Only System" below.

Authority for Issuance

The Series 2004 Bonds are being issued pursuant to (i) the Act, (ii) the Indenture, and (iii) resolutions of the Authority adopted on April 6, 2004, as amended on May 18, 2004, and June 22, 2004, (collectively, the "Authority Resolutions"). The issuance of the Series 2004 Bonds and the execution and delivery of the documents relating thereto were approved by the City pursuant to resolutions adopted by the City Council, on April 6, 2004, and June 22, 2004 (collectively, the "City Resolutions" and together with the Authority Resolutions, the "Resolutions").

Tax-Exempt Status

Subject to compliance by the Authority with certain covenants, in the opinion of Bond Counsel, under present law, interest on the Series 2004 Bonds is not includible in gross income of the owners thereof for federal

income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. In the opinion of Bond Counsel, under existing laws of the State of Utah, as presently enacted and construed, interest on the Series 2004 Bonds is exempt from taxes imposed by the Utah Individual Income Tax Act. See "TAX EXEMPTION."

Bondholders' Risks

THE PURCHASE OF THE SERIES 2004 BONDS INVOLVES A DEGREE OF RISK. AMONG OTHER FACTORS, THERE CAN BE NO GUARANTEE OR ASSURANCE THAT THE CITY COUNCIL WILL BUDGET AND APPROPRIATE SUFFICIENT CITY FUNDS TO MAKE PAYMENT OF BASE RENTALS AND ADDITIONAL RENTALS AS THEY BECOME DUE AND PAYABLE DURING EACH RENEWAL TERM OF THE MASTER LEASE. SEE THE CAPTIONS "RISK FACTORS" AND "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—THE MASTER LEASE—Nonappropriation" HEREIN.

Professional Services

The following individuals and entities have served the Authority or the City in the capacity indicated in connection with the issuance of the Series 2004 Bonds:

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Financial Advisor
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Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2004 Bonds are offered when, as, and if issued and received by the Underwriter, subject to the approval of their legality by Ballard Spahr Andrews & Ingersoll, LLP, Bond Counsel to the Authority, and certain other conditions. Certain legal matters will be passed on for the Authority and the City by John H. Geilmann, Esq., City Attorney. It is expected that the Series 2004 Bonds, will be available for delivery in Salt Lake City, Utah, for deposit with a "fast agent" of DTC, on or about June 29, 2004.

Continuing Disclosure Agreement

The City, for the benefit of the owners and beneficial owners of the Series 2004 Bonds, will agree to provide certain annual information and notice of the occurrence of certain events in order to assist the Underwriter in complying with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). See "CONTINUING DISCLOSURE AGREEMENT" herein and "APPENDIX D—FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto.

Contact Persons

The chief contacts for the Authority and the City concerning the Series 2004 Bonds are:

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Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the Authority, the City, the 2004 Project, the Series 2004 Bonds, the Master Lease, the Indenture and the Security Documents are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Master Lease, the Indenture and the Security Documents are qualified in their entirety by reference to such documents, and references herein to the Series 2004 Bonds are qualified in their entirety by reference to the forms thereof included in the Indenture and the information with respect thereto included in the aforementioned documents, copies of which are available for inspection at the principal office of the Trustee on or after the delivery of the Series 2004 Bonds. During the period of the offering of the Series 2004 Bonds, copies of the preliminary forms of such documents will be available at the office of the Underwriter listed on the cover page hereof.

Definitions of certain terms used herein and in the Indenture and the Master Lease are found in APPENDIX B attached hereto.

THE SERIES 2004 BONDS

General

The Series 2004 Bonds will be issued in the aggregate principal amount as set forth on the cover page of this Official Statement. The Series 2004 Bonds will bear interest from the date of delivery and, subject to prior redemption or tender, will mature on February 1, 2029. The Series 2004 Bonds will initially bear interest at the Weekly Rate. The interest rate of the Series 2004 Bonds may be converted to a Long-Term Interest Rate to Maturity by the Authority.

The Series 2004 Bonds will be issued as fully registered bonds, initially in book-entry form only, in Authorized Denominations. The Indenture provides that so long as the Series 2004 Bonds are held in the book-entry only system, the Remarketing Agent must be the sole Direct Participant with respect to the Series 2004 Bonds, except for any Series 2004 Bonds purchased by the Bank. See "THE SERIES 2004 BONDS—Book-Entry Only System" below.

Zions First National Bank, Salt Lake City, Utah, is the bond registrar, paying agent, trustee, and tender agent for the Series 2004 Bonds under the Indenture (in such respective capacities, the "Bond Registrar," "Paying

Agent," "Trustee," and "Tender Agent"). The Trustee, Registrar, Paying Agent and Tender Agent may resign or be removed and a successor may be appointed in accordance with the Indenture.

Wells Fargo Brokerage Services, LLC has been appointed to serve as Remarketing Agent (the "Remarketing Agent") for the Series 2004 Bonds. The Remarketing Agent may resign or be removed and a successor Remarketing Agent may be appointed in accordance with the terms of the Indenture.

Interest Payment and Record Date

A summary of certain terms and provisions of the Series 2004 Bonds is as follows:

Interest will accrue on the unpaid portion of the principal of the Series 2004 Bonds from the last date to which interest was paid or duly provided for or, if no interest has been paid or duly provided for, from the date of the original issuance of the Series 2004 Bonds, until the entire principal amount of the Series 2004 Bonds is paid or duly provided for. When interest is payable at the rate in the first column below, interest accrued during the period (an "Interest Period") shown in the second column will be paid on the date (an "Interest Payment Date") in the third column to the Registered Owner of record on the date (a "Regular Record Date") in the fourth column:

Rate	Interest Period	Interest Payment Date	Regular Record Date
Weekly	First Business Day of each calendar month to the day prior to the first Business Day of the next succeeding calendar month	First Business Day of the next month	Last Business Day before Interest Payment Date
Long-Term	Six-month period or portion thereof ending February 1 or August 1	February 1 or August 1, and final maturity date	Fifteen days before the Interest Payment Date

The principal of the Series 2004 Bonds will be payable at maturity or prior redemption upon surrender of such Series 2004 Bond, at the principal corporate trust office of the Trustee, as Paying Agent, in Salt Lake City, Utah.

So long as a book-entry system is in effect, the payment of interest on the Series 2004 Bonds shall be made to the Registered Owner, initially DTC, by wire transfer in accordance with mutually satisfactory arrangements between the Paying Agent and DTC.

When interest is payable at a Weekly Rate, interest will be computed on the basis of the actual number of days elapsed over a year of 365 days (366 in leap years). When interest is payable at a Long-Term Interest Rate, interest will be computed on the basis of a 360-day year of twelve 30-day months.

Payment of defaulted interest will be made to Bondholders of record on the last Business Day before payment.

Interest Rate for the Series 2004 Bonds

Interest on the Series 2004 Bonds will be paid at the lesser of (a) a Weekly Rate or a Long-Term Interest Rate as selected by the Authority and as determined in accordance with the First Supplemental Indenture and (b) ten percent (10%) per annum or, when a Letter of Credit secures the Series 2004 Bonds, such lower maximum rate as may be specified in the Letter of Credit. Interest will initially be payable at the Weekly Rate. The Authority may change the interest rate determination method to a Long-Term Interest Rate. A change in the method will result in the Series 2004 Bonds becoming subject to mandatory tender for purchase on the effective date of such change.

While there exists an Event of Default under the Indenture, the interest rate of the Series 2004 Bonds will be the rate on the Series 2004 Bonds on the day before the Event of Default occurred. Interest on overdue principal and, to the extent permitted by law, on overdue interest will be payable at such default rate.

Weekly Rate. The Underwriter will set the initial Weekly Rate to be effective from the date of issuance of the Series 2004 Bonds through June 29, 2004. Thereafter, the Remarketing Agent will set a Weekly Rate no later than 4:00 p.m. (New York City time) on each Wednesday or, if any Wednesday is not a Business Day, on the next preceding Business Day. Each Weekly Rate will be the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Series 2004 Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) for the Remarketing Agent to sell the Series 2004 Bonds on the date the rate is set at their principal amount (plus accrued interest, if any). Each Weekly Rate shall apply to the period beginning on the Thursday after the Weekly Rate is set and ending on the following Wednesday or, if earlier, ending on the day before the effective date of a new method of determining the interest rate on the Series 2004 Bonds.

If for any reason a Weekly Rate is not determined or effective, the Weekly Rate for such week (or portion thereof) will be equal to the Bond Market Association Municipal Swap Index as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand notes produced by the Bond Market Association, or its successor, or as otherwise designated by the Public Securities Association (the "BMA Municipal Index").

Long-Term Interest Rate. The Remarketing Agent will set the Long-Term Interest Rate on a date no later than the beginning of the Long-Term Interest Rate Period. The Long-Term Interest Rate will be the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Series 2004 Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) for the Remarketing Agent to sell the Series 2004 Bonds on the effective date of the Long-Term Interest Rate at their principal amount (plus accrued interest, if any).

If for any reason the Long-Term Interest Rate for the Long Term Interest Rate Period shall not be determined or become effective, then the interest borne by the Series 2004 Bonds shall continue at a Weekly Rate.

In no event may the Weekly Rate or the Long-Term Interest Rate exceed 10% per annum (the "Maximum Rate").

Change in Interest Rate Determination Method

(a) The Authority may change the method of determining the interest rate on the Series 2004 Bonds from a Weekly Rate to a Long-Term Interest Rate to the Maturity Date, by notifying the Trustee, the Tender Agent, the Remarketing Agent, the Bank and, if the Series 2004 Bonds are held in book-entry form, DTC. Such notice shall be given not less than five Business Days prior to the time notice must be sent to the Bondholders pursuant to the Indenture and shall contain the effective date of such change. The notice must be accompanied by a Favorable Opinion of Bond Counsel. Except as described in paragraph (d) below, if the Authority's notice complies with this paragraph, the interest rate on the Series 2004 Bonds will be payable at the new rate on the effective date specified in the notice.

(b) Following the change from a Weekly Rate Mode to a Long-Term Interest Rate Mode, the interest rate on the Series 2004 Bonds will not be subject to further change.

(c) Any change in the method of determining interest on the Series 2004 Bonds pursuant to paragraph (a) above must comply with the following:

(i) the effective date of a change shall be a Business Day which is at least 30 days after the first Business Day after delivery to the Trustee and the Tender Agent of the Authority's notice of the change; and

(ii) unless the Letter of Credit extends (or the Bank agrees to extend the Letter of Credit) beyond the Maturity Date, the Letter of Credit will not remain effective following the change and if a Letter of Credit will be in effect after the effective date of the change, the number of days of interest covered by the Letter of Credit shall be as set forth in the First Supplemental Indenture (see "REIMBURSEMENT AGREEMENT–Generally–Alternate Letter of Credit" below); and

(iii) if any Series 2004 Bonds have been called for redemption and the redemption has not yet occurred, the effective date of the change cannot be before such redemption date.

(d) No change in the interest rate determination method will be made if (i) the Remarketing Agent has not determined the Long-Term Interest Rate; (ii) the Series 2004 Bonds that are to be purchased are not remarketed by the Remarketing Agent; or (iii) the Trustee shall receive written notice from the Authority or Bond Counsel prior to the effective date of the change that the Favorable Opinion of Bond Counsel has been rescinded.

In any such event, the Series 2004 Bonds shall continue to bear interest at a Weekly Rate (with the first period adjusted in length so that the last day of such period shall be Wednesday) at the rate determined by the Remarketing Agent on the date originally scheduled to be the effective date of the change. If the proposed change in interest rate determination method is canceled as provided in (d) above, any mandatory purchase of the Series 2004 Bonds will still be effective and the Series 2004 Bonds shall bear interest as provided in the preceding sentence.

Notice of Change In Interest Rate Determination Method

When a change in the interest rate determination method is to be made, the Trustee will notify the Owners of the Series 2004 Bonds by first-class mail at least 30 days before the effective date of the change. The notice will be prepared by the Authority and state (a) the name and address of the Trustee, Tender Agent and Paying Agent, (b) that the method of determining the interest rate will be changed, (c) the effective date of the change, (d) that the Series 2004 Bonds will be subject to mandatory tender on the effective date of the change as provided in the Series 2004 Bonds, and (e) all of the information required by the First Supplemental Indenture to be included in a notice of mandatory tender pursuant to the First Supplemental Indenture. Such notice shall be combined with the related notice of mandatory tender.

Tender Provisions

"Tender" means to require, or the act of requiring, the Tender Agent to purchase a Series 2004 Bond at its Beneficial Owner's or Holder's option or pursuant to mandatory tender at 100% of the principal amount plus interest accrued to the Purchase Date.

Optional Tender. When interest on the Series 2004 Bonds is payable at a Weekly Rate and Book-Entry System is in effect, a Beneficial Owner (through its direct Participant in the Securities Depository) may tender a Series 2004 Bond (or portion of the Series 2004 Bond) by delivering an irrevocable written notice or an irrevocable telephone notice, promptly confirmed in writing, to the Tender Agent prior to 5:00 P.M., New York City time on a Business Day stating the principal amount of the 2004 Bond (or portion of the Series 2004 Bond being tendered), payment instructions for the purchase price, and the date, which must be a Business Day at least seven days after the notice is delivered, on which the Series 2004 Bond (or portion of the Series 2004 Bond) is to be purchased. The Beneficial Owner shall effect delivery of such Series 2004 Bond on the Purchase Date by causing such direct Participant to transfer its interest in the Series 2004 Bond equal to such Beneficial Owner's interest on the records of the Securities Depository to the participant account of the Tender Agent with the Securities Depository.

When interest on the Series 2004 Bonds is payable at a Weekly Rate and a Book-Entry System is not in effect, a Holder of a Series 2004 Bond may tender the Series 2004 Bond (or portion of the Series 2004 Bond) by delivering the notice described above (which shall include the certificate number of the Series 2004 Bond, as well as the name, address and taxpayer identification number of the registered owner) in the manner described above and by the time set forth above to the Trustee and to the Tender Agent, and shall also deliver the Series 2004 Bond to the Tender Agent on the Purchase Date. See "Delivery Requirements" and "Delivery Address" below.

When the Interest Rate Mode for the Series 2004 Bonds is the Long Term Rate, the Series 2004 Bonds are not subject to optional tender.

Mandatory Tender. The Series 2004 Bonds are subject to mandatory tender for purchase at a purchase price equal to 100% of the principal amount of such Series 2004 Bonds plus accrued interest, if any, to the Purchase Date, as follows:

Mandatory Tender for Failure to Replace Letter of Credit or Upon Replacement of a Letter of Credit During Weekly Rate Period. (i) If a Letter of Credit has a stated expiration date prior to the maturity date of the Series 2004 Bonds and the Authority does not replace such Letter of Credit prior to its stated expiration date with another Letter of Credit in accordance with the First Supplemental Indenture, or (ii) if while the Series 2004 Bonds bear a Weekly Rate the Authority replaces a Letter of Credit with a new Letter of Credit, then in each case, the Series 2004 Bonds will be subject to mandatory tender for purchase on (y) the last Business Day which is at least five days prior to the expiration of the then-current Letter of Credit, and (z) the effective date of such substitution in the case of (ii) above and, to the extent necessary, tendered Series 2004 Bonds shall be purchased from proceeds of the prior Letter of Credit and not the substitute Letter of Credit. If the Series 2004 Bonds are subject to mandatory tender under any of the following paragraphs in this section on the same day, the Series 2004 Bonds will be purchased under the other paragraph and not under this paragraph.

Mandatory Tender Upon a Change in the Method of Determining the Interest Rate on the Series 2004 Bonds. On a Business Day that is at least five days prior to the effective date of the change in the method of determining the interest rate on the Series 2004 Bonds, the Series 2004 Bonds will be subject to mandatory tender for purchase.

Notice of Mandatory Tender. At least 20 but not more than 30 days before each mandatory purchase date, the Trustee will mail a notice of mandatory tender by first-class mail to each Holder at the Holder's registered address.

Special Mandatory Tender Upon Termination of Letter of Credit. If the Trustee receives a notice from the Bank that its Letter of Credit will be terminated in accordance with the provisions thereof because of the occurrence and continuance of an "Event of Default" under the Reimbursement Agreement while any of the Series 2004 Bonds will be Outstanding, then, at the option of the Bank, the Series 2004 Bonds will be subject to special mandatory tender for purchase on a Business Day which is at least five days prior to the termination date of the Letter of Credit. Failure to receive all or any portion of notice of mandatory tender shall not in any manner defeat the effectiveness of such tender.

Notice of Special Mandatory Tender. Within two Business Days after receipt by the Trustee of a notice from the Bank that its Letter of Credit will be terminated as described above, when a Book-Entry System is in effect, the Trustee will give notice of special mandatory tender by facsimile followed by first-class mail, to each Holder at the Holder's registered address; when a Book-Entry System is not in effect, the Trustee will give notice of special mandatory tender by first-class mail to each Holder at the Holder's registered address.

Tender–General. The Series 2004 Bonds tendered by the Holders thereof, as appropriate, whether pursuant to the optional or mandatory tender provisions, are to be remarketed by the Remarketing Agent, subject to the provisions of the Indenture and of the Remarketing Agreement dated as of June 1, 2004 (the "Remarketing Agreement") by and between the Authority and the Remarketing Agent. If any Series 2004 Bond cannot be remarketed to new Beneficial Owner or Holders, as appropriate, the Tender Agent is required to draw on the Letter of Credit to pay the purchase price of the tendered Series 2004 Bond. Failure to receive all or any portion of notice of mandatory tender shall not in any manner defeat the effectiveness of such tender.

The giving of a notice by an owner of a Series 2004 Bond or the occurrence of a mandatory tender, all as provided above, constitutes the irrevocable tender for purchase of each Series 2004 Bond irrespective of whether such Series 2004 Bond was delivered as provided above. If any owner of a Series 2004 Bond who gave notice of tender or whose Series 2004 Bond is subject to mandatory tender fails to deliver his Series 2004 Bond to the Tender Agent at the place and on the applicable date and time specified, or fails to deliver his Series 2004 Bond properly endorsed, his Series 2004 Bond will constitute an undelivered Series 2004 Bond as described in the Indenture.

The purchase price for a Series 2004 Bond tendered to the Tender Agent will be paid upon delivery of such Series 2004 Bond in immediately available funds when the Series 2004 Bonds bear interest at a Weekly Rate at the close of business on the Purchase Date; provided, however, that if the Purchase Date is not a Business Day, the purchase price shall be payable on the next Business Day. No purchase of Series 2004 Bonds by the Tender Agent or the Bank or advance use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Series 2004 Bonds or any portion thereof, and such purchase will not operate to extinguish or discharge the indebtedness evidenced by such Series 2004 Bonds.

When a Book-Entry System is not in effect, all tendered Series 2004 Bonds must be delivered to the Tender Agent at or prior to 12:00 Noon (New York City time) on the Purchase Date. Such Series 2004 Bonds shall be accompanied by an instrument of transfer satisfactory to the Tender Agent executed in blank by the owner, with all signatures guaranteed by an eligible guarantor institution meeting the requirements of the Trustee or the Transfer Agent, as applicable. The Tender Agent may refuse to accept delivery of any Series 2004 Bond for which an instrument of transfer satisfactory to it has not been provided and shall have no obligation to pay the purchase price of such Series 2004 Bond until a satisfactory instrument is delivered.

When a Book-Entry System is in effect, the requirement for physical delivery of the Series 2004 Bonds will be deemed satisfied when the ownership rights in the Series 2004 Bonds are transferred by direct Participants on the records of the Securities Depository.

Notices in respect of tenders when a Book-Entry System is in effect must be delivered to the addresses set forth below. Notices in respect of tenders and tendered Series 2004 Bonds when a Book-Entry System is not in effect must be delivered as follows:

If by mail, to:

Zions First National Bank
Corporate Trust Department
P.O. Box 30880
Salt Lake City, Utah 84130-0880

If by hand, to:

Zions First National Bank
10 East South Temple, 12th Floor
Salt Lake City, Utah 84130

The above address of the Tender Agent may be changed by notice mailed by first-class mail to the Registered Owners at their registered addresses.

Redemption Provisions

Series 2004 Bonds subject to redemption will be redeemed at a redemption price of 100% (except as described below under the caption "Optional Redemption During Long-Term Interest Rate Period") of the principal amount of the Series 2004 Bonds being redeemed plus interest, if any, accrued to the redemption date. The redemption price will be paid in immediately available funds by the close of business on the redemption date. The Series 2004 Bonds tendered for purchase on a date after a call for redemption but before the redemption date will be purchased pursuant to the tender.

Optional Redemption During Weekly Rate Period. When interest on the Series 2004 Bonds is payable at a Weekly Rate, the Series 2004 Bonds may be redeemed in whole or in part, at the option of the Authority, on any Interest Payment Date.

Optional Redemption During Long-Term Interest Rate Period. During a Long-Term Interest Rate Period, the Series 2004 Bonds may be redeemed at the option of the Authority in whole or in part upon delivery of a Favorable Opinion of Bond Counsel and as follows:

(i) If the duration of the Long-Term Rate Period is five years or less, the Series 2004 Bonds shall not be eligible for optional redemption at any time during the Long-Term Rate Period.

(ii) If the duration of the Long-Term Rate Period is greater than five years, the Series 2004 Bonds may be optionally redeemed, with the redemption period beginning on that date which marks the expiration of one-half (1/2) of the Long-Term Rate Period, or, if such day is not a Business Day, the next succeeding Business Day. The redemption price, expressed as a percentage of principal amount, shall be 102%, declining 1% on each succeeding anniversary of the first day of the redemption period until reaching 100% and thereafter 100%.

Notice of Redemption; Selection. Notice of redemption shall be given by the Registrar by first-class mail, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owner of the Series 2004 Bonds at the address of such Bondowner as it appears in the registration books of the Authority kept by the Registrar. Each notice of redemption may further state in the case of optional redemption, that such redemption shall be conditioned upon receipt by the Trustee, on or prior to the date fixed for redemption of moneys sufficient to pay the redemption price of and interest on the Series 2004 Bonds to be redeemed and that if such moneys have not been so received the notice shall be of no force or effect and the Authority shall not be required to redeem such Series 2004 Bonds.

If DTC or its nominee is the registered owner of any Series 2004 Bonds to be redeemed, notice of redemption will be given to DTC or its nominee as the registered owner of such Series 2004 Bond. Any failure on the part of DTC or failure on the part of a nominee of a Beneficial Owner (having received notice from a DTC participant or otherwise) to notify the Beneficial Owner of any Series 2004 Bond to be redeemed shall not affect the validity of the redemption of such Series 2004 Bond.

Any notice mailed as described above shall be conclusively presumed to have been duly given, whether or not the Bondowner receives such notice. Failure to receive such notice of any defect therein with respect to any Series 2004 Bond shall not affect the validity of the proceedings for redemption of the Series 2004 Bonds.

If less than all the Series 2004 Bonds are to be redeemed, the particular maturities of such Series 2004 Bonds to be redeemed and the Principal amounts of such maturities to be redeemed shall be selected by the Authority; provided, however, that any Series 2004 Bond then owned by the Bank pursuant to a draw under the Letter of Credit shall be redeemed first. If less than all of the Series 2004 Bonds of any maturity are to be redeemed, the particular Series 2004 Bonds or portion of Series 2004 Bonds of such maturity shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that any Series 2004 Bond then owned by the Bank pursuant to a draw under the Letter of Credit shall be redeemed first.

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2004 Bonds. The Series 2004 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each issue maturity date of the Series 2004 Bonds in the aggregate principal amount of such issue maturing on such date, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct

Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can he found at **www.dtcc.com**.

Purchases of the Series 2004 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2004 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2004 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2004 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2004 Bonds, except in the event that use of the book-entry system for the Series 2004 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2004 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2004 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2004 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2004 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2004 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2004 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2004 Bonds may wish to ascertain that the nominee holding the Series 2004 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices he provided directly to them.

Redemption notices shall be sent to DTC. If fewer than all of the Series 2004 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2004 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2004 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2004 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as maybe in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will he the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2004 Bonds at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority and the City believe to be reliable, but neither the Authority nor the City takes any responsibility for the accuracy thereof.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2004 BONDS

General

The Bonds are not general obligations but are special, limited obligations of the Authority payable solely from, and are secured by a pledge of, the Base Rentals, the Purchase Option Price, if paid by the City, and any other amounts derived by the Authority under the Master Lease and the Indenture (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to moneys held in funds or accounts by the Trustee (except the Rebate Fund), to Net Proceeds of certain insurance policies, performance bonds, condemnation awards and liquidation proceeds, if any, with respect to the Projects). The Bonds and the interest thereon shall never constitute an indebtedness of the City within the meaning of any constitutional limitation or statutory provision and shall never constitute or give rise to a pecuniary liability of the City, nor shall any of the Bonds or interest thereon be a charge against the general credit or taxing powers of the City. Neither the City, nor the Authority on its behalf, has pledged the credit of the City to the payment of the Bonds, the interest thereon or amounts due or to become due under the Master Lease.

Rental Payments

Under the Master Lease, the City has agreed to pay Base Rentals with respect to the Projects in amounts and at times that are sufficient to pay principal of and interest on the Bonds coming due in each fiscal year, but only if and to the extent that the City Council annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term plus such Additional Rentals as are to be paid during such period. The Master Lease specifically provides that nothing therein shall be construed to require the City to appropriate any moneys to pay the Base Rentals or Additional Rentals thereunder and the City shall be obligated to pay such rentals only to the extent appropriated. Neither the issuance of the Series 2004 Bonds nor the execution and the delivery of the Master Lease directly or contingently obligate the City to pay any Base Rentals or Additional Rentals beyond those appropriated for the City's then current fiscal year. See "RISK FACTORS." The Authority has no taxing powers.

Debt Service Reserve Fund

The Indenture establishes a Debt Service Reserve Fund and a subaccount within the Debt Service Reserve Fund for each Series of Bonds issued thereunder. The Debt Service Reserve Requirement with respect to the Series 2004 Bonds is $886,800. The Authority will deposit a portion of the proceeds of the Series 2004 Bonds into the Debt Service Reserve Fund sufficient to cause an amount equal to the Debt Service Reserve Requirement to be on deposit in the Debt Service Reserve Fund.

Upon the issuance of the Series 2004 Bonds, an amount equal to $886,800 from the proceeds of the Series 2004 Bonds shall be deposited in the Series 2004 Debt Service Reserve Subaccount, to be held and administered as provided in the General Indenture; provided, however, that so long as the Letter of Credit is outstanding, all monies on deposit in the Series 2004 Debt Service Reserve Subaccount shall be transferred by the Trustee to the Series 2004 Reimbursement Account in an amount sufficient to cover any deficiencies therein after payment by the Authority as provided in the First Supplemental Indenture of the Series 2004 Security Instrument Obligations and the Series 2004 Security Instrument Costs as provided in the Master Lease. The Series 2004 Debt Service Reserve Subaccount shall be replenished in the manner set forth in the General Indenture. In addition, so long as the Letter of Credit is outstanding, monies in the Series 2004 Debt Service Reserve Subaccount in excess of the Debt Service Reserve Requirement shall be transferred to the Series 2004 Reimbursement Account to be applied to the payment by the Authority of the Series 2004 Security Instrument Obligations and the Series 2004 Security Instrument Costs.

When the Security Instrument is no longer outstanding, the Debt Service Reserve Fund will be available to pay any deficiency in the Bond Fund in the event there are insufficient funds therein to pay principal of and interest on the Series 2004 Bonds when due. In the event moneys are drawn from the Debt Service Reserve Fund to pay principal, interest or both on the Series 2004 Bonds such that the amount remaining in said account is less than the Debt Service Reserve Requirement, the Trustee shall immediately give notice to the Authority of such deficiency. Pursuant to the Master Lease, the City has agreed to pay additional Base Rentals to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement should it elect to renew the Master Lease. See "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS" below.

Security Documents

In addition to a pledge of the Base Rentals, the Purchase Option Price, if paid by the City, and any other amounts derived by the Authority under the Master Lease and the Indenture, the Bonds will be secured by the Security Documents, which provide for a security interest only in the Recreational Facility and not the Infrastructure Improvements. See "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—THE SECURITY DOCUMENTS" below. No deficiency judgment upon foreclosure of the lien of the Indenture or of the Security Documents may be entered against the City or the Authority, and no judgment requiring a payment of money may be entered against the City under the Master Lease.

Additional Bonds and Refunding Bonds

The Authority may issue Additional Bonds or Refunding Bonds or a combination of both, ranking on a parity with the Series 2004 Bonds. All Additional Bonds and Refunding Bonds will be secured by the lien of the Indenture and the Security Documents, and will rank on a parity with the Series 2004 Bonds, and, unless provided otherwise in a supplement to the Indenture, will be in substantially the same form as the Series 2004 Bonds, but will bear such date or dates, bear such interest rate or rates, have such maturity date or dates, redemption dates and redemption premiums, and be issued at such prices as are approved in writing by the Authority and the City.

Additional Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more series of Additional Bonds may be issued for the purpose of financing (1) costs to complete construction of a Project (including amounts to be used to fund additional capitalized interest), (2) costs of additions or improvements to a Project or (3) the cost of acquiring, constructing, equipping and furnishing of any sites, buildings or equipment or continuation thereof, for the use and benefit of the City.

Refunding Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more series of Refunding Bonds may be issued to provide funds to refund any Bonds then Outstanding (or other bonds of the Authority).

See "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—THE INDENTURE–Additional Parity Bonds" below.

Release of Portions of Project Upon Payment of Related Series of Bonds

Pursuant to the Master Lease, the City has been granted the option of purchasing a portion of a Project financed under the Indenture in advance of the final maturity of the related series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under the Master Lease, a Project may be released from the lien created with respect to the Bonds and the Indenture and the Master Lease and transferred to the City if (i) the City shall deposit with the Trustee amounts sufficient to pay or provide for the payment of the related Series of Bonds; and (ii) there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of a Project will not adversely affect the excludability of interest on the Bonds from the federal gross income of the owners thereof.

THE REIMBURSEMENT AGREEMENT

Provisions of the Indenture Applicable to Letters of Credit

Payment Through Letter of Credit Note Default. Any letter of credit provided in accordance with the provisions of the First Supplemental Indenture shall constitute a Security Instrument under the Indenture. Payments by the Bank with respect to the Series 2004 Bonds pursuant to a letter of credit, including the Letter of Credit shall be deemed to constitute payment by the Authority for purposes of the Indenture and punctual payment by the Bank with respect to the Series 2004 Bonds shall not give rise to an event of default under the Indenture unless an Event of Default (as defined in the Reimbursement Agreement) then exists under the Reimbursement Agreement and the Bank notifies the Trustee and the Authority of such event of default under the Reimbursement Agreement and that such payments by the Bank shall not be so deemed to constitute payment by the Authority.

The obligation of the Authority to pay 2004 Security Instrument Repayment Obligations pursuant to the Reimbursement Agreement shall constitute Security Instrument Repayment Obligations under the Indenture, and the obligation of the Authority to pay 2004 Security Instrument Costs pursuant to the Reimbursement Agreement shall constitute Security Instrument Costs under the Indenture. For all purposes of the Indenture, the Principal Component on the 2004 Security Instrument Repayment Obligations and the Interest Component on the 2004 Security Instrument Repayment Obligations payable under the Reimbursement Agreement shall be allocable as Principal of the 2004 Security Instrument Repayment Obligations payable under the Reimbursement Agreement shall be allocable as the Interest Component on the 2004 Security Instrument Repayment Obligations.

Alternate Letter of Credit. The Authority may elect to replace any Letter of Credit with a new letter of credit substantially conforming to the requirements of the First Supplemental Indenture. If a Long-Term Interest Rate will be in effect during the term of the current Letter of Credit, (i) the Authority may not furnish an alternate Letter of Credit with a stated expiration date earlier than the stated expiration date in the Letter of Credit then in effect, (ii) the Authority must provide evidence from each Rating Agency then rating the Series 2004 Bonds that the provision of such replacement Letter of Credit will not result in a lowering or a withdrawal of the rating on the Series 2004 Bonds and (iii) such provision will not require a tender of the Series 2004 Bonds.

The Authority shall promptly notify the Trustee and the Tender Agent of the Authority's intention to deliver a new letter of credit. Upon receipt of such notice, if the new letter of credit is issued by a different issuer, the Trustee will promptly mail a notice of the anticipated delivery of a new letter of credit by first class mail to the Remarketing Agent and each Owner of the Series 2004 Bonds at the Owner's registered address.

If the Series 2004 Bonds bear a Weekly Rate, a new letter of credit, along with the documents required by the First Supplemental Indenture must be delivered to the Trustee at least five Business Days prior to the time notice of mandatory tender must be sent to the 2004 Bondowners as set forth in the First Supplemental Indenture. See "THE SERIES 2004 BONDS—Tender Provisions—Notice of Mandatory Tender."

The Reimbursement Agreement

The Authority, the City, and the Bank have executed a Reimbursement Agreement, dated as of June 1, 2004, which, among other things, sets the terms and conditions whereby the Authority is required to repay to the Bank any amounts drawn by the Trustee under the Letter of Credit and grants the Bank certain security interests in certain collateral of the Authority and in the funds and accounts held pursuant to the Indenture, subject to the rights of the Owners of the Series 2004 Bonds. Capitalized terms used in this section and not otherwise defined shall have the meanings given such terms as set forth in the Reimbursement Agreement.

Under the Reimbursement Agreement, the Authority and the City agree to comply with various covenants. The Authority and the City have also agreed to certain restrictions on investments, liens, parity debt, disposition of the 2004 Project and indebtedness. The covenants in the Reimbursement Agreement securing the Authority's obligation to reimburse the Bank do not secure the Trustee, the Owners of the Series 2004 Bonds or the Series 2004 Bonds.

Events of Default. Each of the following events, acts or occurrences shall constitute an "Event of Default" under the Reimbursement Agreement:

(a) any material representation or warranty made by the Authority or the City in the Reimbursement Agreement (or incorporated therein by reference) or in any of the other Related Documents or in any certificate, document, instrument, opinion or financial or other statement contemplated by or made or delivered pursuant to or in connection with the Reimbursement Agreement or with any of the other Related Documents, shall prove to have been incorrect, incomplete or misleading in any material respect;

(b) any "event of default" shall have occurred under any of the Related Documents (as defined respectively therein);

(c) failure to pay to the Bank any Obligations when and as due hereunder;

(d) default in the due observance or performance by the Authority or the City of certain covenants set forth therein;

(e) default in the due observance or performance by the Authority or the City of any other term, covenant or agreement set forth in the Reimbursement Agreement and the continuance of such default for 30 days after the occurrence thereof;

(f) any material provision of the Reimbursement Agreement or any of the Related Documents shall cease to be valid and binding, or the Authority or the City shall contest any such provision, or the Authority or the City or any agent or trustee on behalf of the Authority or the City shall deny that it has any or further liability under the Reimbursement Agreement or any of the Related Documents;

(g) The Authority or the City shall either (i) become insolvent or generally fail to pay, or admit in writing its inability to pay, its debts as they become due; or (ii) voluntarily commence any proceeding or file any petition under any bankruptcy, insolvency or similar law seeking dissolution or reorganization or the appointment of a receiver, trustee, custodian or liquidator for itself or a substantial portion of its property, assets or business or to effect a plan or other arrangement with its creditors, or shall file any answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed against it in any bankruptcy, insolvency or similar proceeding, or shall be adjudicated bankrupt, or shall make a general assignment for the benefit of creditors, or shall consent to, or acquiesce in the appointment of, a receiver, trustee, custodian or liquidator for itself or a substantial

portion of its property, assets or business; or (iii) take any action for the purpose of effectuating any of the foregoing;

(h) involuntary proceedings or an involuntary petition shall be commenced or filed against the Authority or the City under any bankruptcy, insolvency or similar law seeking the dissolution or reorganization of the Authority or the City or the appointment of a receiver, trustee, custodian or liquidator for the Authority or the City or of a substantial part of the property, assets or business of the Authority or the City, or any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of the Authority or the City, and such proceedings or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be released, vacated or fully bonded, within thirty (30) days after commencement, filing or levy, as the case may be;

(i) default shall occur under any Debt aggregating in excess of $4,000,000 issued, assumed, or guaranteed by the Authority or the City or under any indenture, agreement or other instrument under which the same may be issued, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of any such Debt (whether or not such maturity is in fact accelerated) or any such Debt shall not be paid when and as due (whether by lapse of time, acceleration or otherwise);

(j) any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes in an aggregate amount in excess of, or in excess of any applicable insurance coverage by more than, $100,000, as applicable, shall be entered or filed against the Authority or the City or against any of its Property and remain unvacated, uncertificated or unstayed for a period of 30 days;

(k) any of the funds or accounts established pursuant to the Indenture or any moneys or amounts on deposit, or otherwise to the credit of, such funds or accounts shall become subject to any stay, writ, judgment, warrant of attachment, execution or similar process by any of the creditors of the Authority or the City and such stay, writ, judgment, warrant of attachment, execution or similar process shall not be released, vacated or stayed within fifteen (15) days after its issue or levy;

(l) a default shall occur and be continuing under any agreement between the Authority or the City and the Bank or under any obligation owed by the Authority or the City to the Bank;

(m) the Lease Appropriation Rating assigned by any Rating Agency shall be downgraded below Investment Grade;

(n) any pledge or security interest created by the Indenture, the Lease Agreement or the Deed of Trust to secure any amount due by the Authority or the City under the Reimbursement Agreement or with respect to the Series 2004 Bonds shall fail to be fully enforceable with the priority required under the Reimbursement Agreement;

(o) any event which materially and adversely affects the financial condition of the City or the ability of the City to observe and perform the terms of the Reimbursement Agreement shall have occurred and be continuing;

(p) there shall have been rendered a determination that interest on any of the Series 2004 Bonds is includable in the gross income of the Owners thereof for Federal income tax purposes, as a result of the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service, whether or not such decree, judgment or action is appealable or deemed to be final under applicable procedural law, or delivery to the City, the Bank and the Trustee of an opinion of nationally recognized bond counsel selected by the Bank and reasonably acceptable to the City and the Trustee to the effect that the interest borne by the Series 2004 Bonds is includable in the gross income of the recipients thereof generally for Federal income tax purposes; or

(q) the occurrence of an Event of Nonappropriation thereof.

Remedies. Upon the occurrence of any Event of Default, the Bank may exercise any one or more of the following rights and remedies in addition to any other remedies therein or by law provided:

(a) by written notice to the Authority require that the Authority immediately prepay to the Bank in immediately available funds an amount equal to the Available Amount (such amounts to be held by the Bank as collateral security for the Obligations), provided, however, that in the case of an Event of Default described in paragraph (g) or (h) above, such prepayment Obligations shall automatically become immediately due and payable without any notice (unless the coming due of such Obligations is waived by the Bank in writing);

(b) by notice to the Authority, declare all Obligations to be, and such amounts shall thereupon become, due and payable without presentment, demand, protest or other notice of any kind, all of which are waived by the Authority, provided that upon the occurrence of an Event of Default under paragraph (g) or (h) above such acceleration shall automatically occur (unless such automatic acceleration is waived by the Bank in writing);

(c) give notice of the occurrence of an Event of Default to the Trustee, directing the Trustee to accelerate the Series 2004 Bonds (or in lieu thereof, cause a mandatory tender of the Series 2004 Bonds), thereby causing the Letter of Credit to expire 15 days thereafter;

(d) pursue any rights and remedies it may have under the Related Documents; or

(e) pursue any other action available at law or in equity.

The Letter of Credit

At the request and for the account of the Authority, the Bank has established in favor of the Trustee, for the benefit of the Owners of the Series 2004 Bonds, an irrevocable, direct-pay letter of credit in an amount sufficient to pay (i) the principal amount of upon redemption or stated maturity, or the portion of the purchase price upon tender for purchase constituting principal of, the Series 2004 Bonds, plus (ii) the interest on, or the portion of the purchase price upon tender for purchase constituting interest on, the Series 2004 Bonds up to 35 days' interest at a maximum annual interest rate of ten percent (10%) per annum. The Letter of Credit is only available to pay the principal or purchase price of, or interest on, Series 2004 Bonds bearing interest at a Weekly Rate pursuant to the Indenture. Drawings on the Letter of Credit will be paid from funds of the Bank and not directly or indirectly from funds or collateral on deposit with or for the account of, or pledged with or for the account of, the Bank by the Authority.

The Letter of Credit will expire at the close of business of the San Francisco Branch of the Bank on the date (the "Termination Date") which is the earliest to occur of the Bank's close of business on (a) June 29, 2009, any extension of such date pursuant to an amendment of the Letter of Credit, or any earlier date on which this Letter of Credit shall terminate, expire, or be canceled; (b) the earlier of (i) the date which is five (5) days following the conversion Date (as defined in the Reimbursement Agreement) with respect to all of the Series 2004 Bonds as specified in a notice from the Trustee to the bank or (ii) the date on which the Banks honors a drawing under the Letter of Credit on or after the Conversion Date; (c) the date which is fifteen (15) days following the receipt from the Trustee that all Series 2004 Bonds have been paid or that an alternate letter of credit has been issued in substitution for the initial Letter of Credit in accordance with the terms of the Indenture and the Reimbursement Agreement; (d) the date on which an accelerated drawing is honored by the Bank; or (e) the date which is fifteen (15) days following the date the Trustee receives written notice from the Bank specifying the occurrence of an event of default under the Reimbursement Agreement and directing the Trustee to accelerate or cause a mandatory tender of, the Series 2004 Bonds.

THE BANK

The information herein relates to and has been provided by the Bank (referred to in this section as "BNP Paribas") for inclusion in this Official Statement. No other party has independently verified or assumes any responsibility for such information, and neither the Authority nor the Underwriter make any representation as to the accuracy or completeness of such information. The delivery of the Official Statement shall not create any implication that there has been no change in the affairs of BNP Paribas or its San Francisco Branch since the date hereof, or that the information contained or incorporated by reference in this section is correct as of any time subsequent to its date.

The BNP Paribas group (the "BNP Paribas Group") is France's largest listed banking group in terms of market capitalization. The BNP Paribas Group has offices in more than 85 countries and at December 31, 2003, the BNP Paribas Group had consolidated assets in excess of EUR 783 billion, consolidated gross total customer items in excess of EUR 231 billion, consolidated customer deposits (including retail and negotiable certificates of deposit) of EUR 282 billion and stockholders' equity (group share including income for the year 2003) of EUR 27.1 billion. Net income group share for the year ended December 31, 2003 was of EUR 3.7 billion.

BNP Paribas has long-term senior debt ratings of "Aa2" with stable outlook from Moody's, "AA-" with positive outlook from Standard & Poor's and "AA" with stable outlook from Fitch. Moody's has also assigned BNP Paribas a Bank Financial Strength rating of "B+" and Fitch has assigned BNP Paribas an individual rating of "B."

The information contained in this section is related to and has been obtained from BNP Paribas. The information concerning the BNP Paribas Group contained herein is unaudited and is furnished solely to provide limited introductory information regarding the BNP Paribas Group and does not purport to be comprehensive. Such information is qualified in its entirety by the detailed information appearing in the documents and financial statements referenced above.

The delivery of the information contained in this section shall not create any implication that there has been no change in the affairs of the BNP Paribas Group since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to its date.

Additional information relating to BNP Paribas (including periods subsequent to that specified above) and annual statement of condition, is on file at the offices of BNP Paribas and may be obtained by contacting the Corporate Communications Department at BNP Paribas, New York Branch located at 787 Seventh Avenue, New York, New York 10019, telephone (212) 841-2000 or at www.bnpparibas.com.

SOURCES AND USES OF FUNDS

It is anticipated that the proceeds from the sale of the Series 2004 Bonds (excluding accrued interest) will be applied for the following purposes:

Sources of Funds	
Par Amount of the Series 2004 Bonds	$12,500,000.00
Total Sources of Funds	$12,500,000.00
Uses of Funds	
Construction Fund	$10,906,458.07
Debt Service Reserve Fund	886,800.00
Reimbursement Fund	367,491.93
Costs of Issuance[1]	339,250.00
Total Uses of Funds	$12,500,000.00

(1) Includes underwriter's discount, letter of credit fees, legal fees, trustee fees, rating agency fees, financial advisor fees and other miscellaneous costs of issuance.

THE 2004 PROJECT

The Recreational Facility

The 2004 Project includes the acquisition of Mulligan's Golf Course and Games, located at 392 West 10600 South, South Jordan, Utah. Mulligan's Golf and Games is situated on approximately 67 acres of land. It includes two 18-hole miniature golf courses, batting cages, a driving range, and two 9-hole golf courses. The lighted batting cages offer the options of baseball or softball and pitching speeds from slow to fast. The award-winning driving range has been voted one of the 100 best driving ranges in the United States by a reputable national golf publication. It includes a state of the art irrigation monitoring system which measures the water content of the grounds and allows the groundskeeper to keep the golf course healthy, ensure optimal playing conditions, and conserve water. The range is lighted, heated, and has 38 stalls. Mulligan's Golf and Games has been a popular family recreational facility since 1992. During that time, there has been an annual nine percent increase in attendance. Typically, approximately 175,000 customers visit Mulligan's Golf and Games every year. Mulligan's Golf and Games generates approximately $1,300,000 in revenues annually. Annual operational expenses are approximately $850,000. The City expects to enhance Mulligan's Golf and Games by (i) including bicycle and skate rentals for use on already existing trails, (ii) expanding concession stands, and (iii) building conference rooms to be used by the general public.

Infrastructure

The 2004 Project also includes the construction of certain infrastructure improvements consisting of adjustments to certain lighting, adjustments to certain course holes to accommodate road construction, addition of arcade games and concession stands to the Recreational Facility, and other related improvements.

Need for the 2004 Project

The acquisition of Mulligan's Golf and Games allows the City to continue to provide recreational opportunities to its citizens and to preserve open space. Currently, two public golf courses are located in the City. With a current population of approximately 38,212 the City is underserved with respect to golf courses.

THE AUTHORITY

Establishment

On August 13, 1993, the City Council adopted a resolution which, pursuant to and under the authority of the Act, provided for the creation of the Authority. In accordance with the provisions of the Act, the Authority was incorporated as a nonprofit corporation under applicable provisions of Utah law.

The Authority is to be of perpetual duration as set forth in its Articles of Incorporation. The Authority has no full-time employees or other personnel, other than its Board of Trustees as herein described. The Authority has no property, money or other assets, except for those which have been acquired with the proceeds of its bonds. The principal place of business and office of the Authority is located at 1600 West Towne Center Drive, South Jordan, Utah 84095. For purposes of financial reporting, the Authority is a component unit of the City.

Corporate Powers

The Authority has been incorporated for the purpose of acquiring, improving or extending one or more projects and financing their costs on behalf of the City in accordance with the procedures and subject to the limitations of the Act, in order to accomplish the public purposes for which the City exists.

The Authority has all of the powers provided for in the Act and in the Constitution and other laws of the State of Utah. The Authority may not, however, undertake any of the activities provided for in its Articles of Incorporation without prior authorization therefor by the City Council of the City. The Authority has been

organized as a nonprofit corporation and its Articles of Incorporation expressly require that it remain a nonprofit corporation.

The Authority may not be dissolved unless all of its outstanding bonds and other obligations are paid in full as to principal, interest and redemption premiums, if any, or unless provisions for the payment of the same when due has been made. Whenever bonds, notes or other evidences of indebtedness issued by the Authority are satisfied, discharged and retired, title to all real and personal property financed with the proceeds of such bonds, notes or other evidences of indebtedness is required to be forthwith transferred to the City.

Statutory Powers

Under the Act, the Authority has the power to: (i) acquire one or more projects, which, by definition, means that it may obtain or gain property of every kind or nature which a public body is authorized or permitted by law to own, possess or hold or which has or may come into its possession or ownership by any lawful means, including, but not limited to purchase, lease, rental, sale, contract, exchange, devise, bequest, gift, condemnation, donation, construction or operation of law, and it may otherwise improve or extend such a project or projects and finance their costs on behalf of the public body which created the Authority in order to accomplish the public purposes for which the public body exists; (ii) enter into leasing contracts with the City with respect to projects which the Authority has acquired, improved or extended or will acquire, improve or extend on behalf of the City; (iii) issue and sell its bonds for the purpose of paying the cost of acquiring, improving or extending a project; and (iv) perform such other acts as enumerated in the Act; all in accordance with and subject to the specific requirements of the Act with respect to such powers.

Organization

According to the Bylaws of the Authority, the affairs of the Authority are managed by a Board of Trustees. The Board of Trustees consists of all members of the City Council as may from time to time serve. Each Trustee serves on the Board of Trustees until death, incapacity or removal from the City Council. Whenever a member of the City Council shall cease to be a member of the City Council, such member's successor, upon election and qualifying for office, thereupon becomes a member of the Board of Trustees.

THE CITY

General Information

The City, incorporated in 1935, covers an area of approximately 21.8 square miles and is located in the southwest portion of the County. According to the U.S. Census Bureau, the City had a 2000 population of 29,437 residents. The City estimates that its current population is approximately 38,212. The City ranks second in the State of Utah in terms of population growth for a metropolitan area since 1990 and seventh in terms of housing starts since 1990. The City reports that it is approximately 30% "built out" and that based upon current land use and amount of land area, the City will be able to accommodate a population of 110,000 persons.

The City is a suburb of metropolitan Salt Lake City within the County and is the fifth city in a line of eight cities located directly south of Salt Lake City along Interstate Highway I-15. These cities constitute a portion of a continuous area of development from the north end of the County through the City. The City is located approximately 15 miles south of metropolitan Salt Lake City and can best be characterized as residential/suburban in nature since many City residents commute to work in Salt Lake City and other nearby business and industrial areas. Persons living within the boundaries of the City have the advantages of a smaller community in close proximity to the goods, services and educational, professional, and cultural opportunities of the larger metropolitan areas.

Form of Government

The City is currently governed by a Mayor and City Council consisting of five persons, elected by district by voters in the City. A measure of continuity is provided in the City Council by the election of the council members to four-year overlapping terms. Duties of the council members include the responsibility for all City

affairs in general. The City Council must approve and may revise the budget of any City department or elected official. The City Council serves as the legislative body of the City and appropriates funds for the various City functions. The City Council is the tax levying body, determining the necessary City property tax levy each year. The City Council also licenses and regulates businesses, exhibitions, and recreation within the City area. Other appointed officials are the City Manager, Chief Financial Officer, City Attorney, City Recorder, and City Engineer.

Current members of the City Council and other officers of the City and their respective terms in office are as follows:

Office	Person	Years of Service	Expiration of Term
Mayor	Kent Money	3	January 2006
Council Member	Leona Winger	1	January 2008
Council Member	Mary Wenner	3	January 2006
Council Member	Bradley Marlor	4	January 2008
Council Member	Ann Bangerter Gayheart	3	January 2006
Council Member	David Colton	1	January 2008
City Manager	Ricky A. Horst	5	Appointed
Chief Financial Officer	Larry N. Ipson	4	Appointed
City Attorney	John H. Geilmann	-	Appointed
City Recorder	Anna West	-	Appointed
City Engineer	Shane Greenwood	-	Appointed

Employee Workforce and Retirement System

The City currently employs approximately 194 full-time employees and approximately 35 part-time employees for a total employment of approximately 229 employees. The City is a member of the Utah State Retirement System and participates in a deferred compensation plan. See "APPENDIX A— GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF SOUTH JORDAN FOR FISCAL YEAR ENDED JUNE 30, 2003—Notes to the Financial Statements—Note 9: Retirement Plan" below.

Additional Information

For additional information with respect to the City and its finances see "FINANCIAL INFORMATION REGARDING THE CITY," APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF SOUTH JORDAN FOR FISCAL YEAR ENDED JUNE 30, 2003" and "APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY OF SOUTH JORDAN AND SALT LAKE COUNTY."

Investment Of Funds

Investment of Operating Funds; The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended (the "MM Act") governs the investment of all public funds held by public treasurers in the State. It establishes criteria for investment of public funds with an emphasis on maintaining safety, liquidity, and yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The MM Act provides a limited list of approved investments, including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying "top credit ratings." The MM Act also provides for pre-qualification of broker dealers requiring that broker dealers must agree in writing to comply with the MM Act and certify that they have read and understand the MM Act. The MM Act establishes the Money Management Council (the "MM Council") to exercise oversight of public deposits and investments. The law requires all securities to be delivered via payment to the Treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The MM Act also defines the State's prudent investor rules. The MM Council is comprised of five members appointed by the

Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the MM Act for all City operating funds. A significant portion of City funds are invested in the Utah Public Treasurers' Investment Fund ("PTIF"), as discussed below.

Investment of Bond Proceeds. Proceeds of the Series 2004 Bonds will be held by the Trustee and invested in liquid investments. Series 2004 Bond proceeds may also be invested in the PTIF.

The Utah Public Treasurers' Investment Fund. The PTIF is a local government investment fund, established in 1981, and managed by the State Treasurer. The PTIF invests to ensure safety of principal, liquidity and a competitive rate of return. All moneys transferred to the PTIF are promptly invested in securities authorized by the MM Act. Safekeeping and audit controls for all investments owned by the PTIF must comply with the MM Act.

All investments in the PTIF must comply with the MM Act and rules of the MM Council. The PTIF invests only in securities authorized by the MM Act including time certificates of deposit, top-rated commercial paper and corporate notes, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the PTIF is limited to three years, except that a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the PTIF are completely segregated from securities owned by the State. The State has no claim on assets owned by the PTIF except for any investment of State moneys in the PTIF. Deposits are not insured or otherwise guaranteed by the State. However, it is the stated intent of the State Treasurer to manage a stable net asset value pool and maintain a net asset value that does not deviate by more than $0.005.

Securities in the PTIF include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's or S&P. These securities represent limited risks to governmental institutions investing with the PTIF. Variable rate securities in the PTIF must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the PTIF is reviewed monthly by the MM Council and is audited by the State Auditor. The PTIF is not rated.

See "APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF SOUTH JORDAN, UTAH FOR THE FISCAL YEAR ENDED JUNE 30, 2003—Notes To The Financial Statements. Note 3: Cash and Investments" below.

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

The accounting policies of the City conform to all generally accepted accounting principles for governmental units in general and the cities of the State in particular. The City's 2003 Comprehensive Annual Financial Report ("CAFR") implements new financial annual reporting models developed by the Government Accounting Standards Board ("GASB"). In addition to fund financial statements previously presented in the City's CAFR, this year's CAFR also includes government-wide financial statements and other changes in response to new

GASB recommended practices statements. Consequently, the combined balance sheet for governmental funds in 2003 is presented separately from the combined balance sheet for governmental funds for the years 1999 through 2002.

The accounts of the City are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting entity. The operations of each fund or account group are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures or expenses. The various funds are grouped by type in the combined financial statements. See "APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF SOUTH JORDAN, UTAH FOR THE FISCAL YEAR ENDED JUNE 30, 2003—Notes To The Financial Statements—Note 1. Measurement Focus, Basis of Accounting and Presentation" below.

Revenues and expenditures are recognized using the modified accrual basis of accounting in all governmental funds. Revenues are recognized in the accounting period in which they become both measurable and available. "Measurable" means that amounts can be reasonably determined within the current period. "Available" means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget And Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities, Title 10, Chapter 6, Utah Code Annotated 1953, as amended (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures. Under the Fiscal Procedures Act, the total of anticipated revenues must equal the total of appropriated expenditures.

On or before the first regular meeting of the City Council of the City in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer may revise the budget requests submitted by the heads of City departments, but must file these submissions with the City Council together with the tentative budget. The budget officer is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The tentative budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the tentative budget. After public notice and hearing, the tentative budget is adopted by the City Council, subject to further amendment or revisions by the City Council prior to adoption of the final budget.

Prior to June 22 of each year, the final budgets for all funds are adopted by the City Council, unless the City is required to satisfy certain notice and hearing provisions of State law in connection with an increase in the City's ad valorem property tax revenues, in which case the final budgets must be adopted prior to August 17. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be provided. Intra- and inter-department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year.

Adoption of Ad Valorem Tax Levy

The governing body of each taxing entity shall, before June 22 of each year, adopt a proposed or, if the tax rate is not more than the certified tax rate, a final tax rate for the taxing entity. The governing body shall report the rate and levy, and any other information prescribed by rules of the county commission for the preparation, review, and certification of the rate, to the county auditor of the county in which the taxing entity is located.

Financial Controls

The City utilizes a computerized financial accounting system which includes a system of budgetary controls. State law requires budgets to be controlled by individual departments, but the City has also empowered the Director of Finance to maintain control by major categories within departments. These controls are such that a requisition will not be entered into the purchasing system unless the appropriated funds are available. The Director of Finance checks for sufficient funds again prior to the purchase order being issued and again before the payment check is issued. Voucher payments are also controlled by the Director of Finance for sufficient appropriations.

Sources Of General Fund Revenues

Set forth below are brief descriptions of the various sources of revenues available to the City's general fund. The percentage of total general fund revenues represented by each source is based on the City's audited financial statements for the fiscal year ended June 30, 2003.

Taxes-Approximately 49% of general fund revenues are from taxes.

Intergovernmental Revenue-Approximately 8% of general fund revenues are from state shared revenues.

Charges for Services-Approximately 26% of general fund revenues are from charges for services.

Licenses and Permits-Approximately 9% of general fund revenues are from licenses and permits.

Fines and Forfeitures-Approximately 7% of general fund revenues are collected from fines and forfeitures.

Miscellaneous and Interest on Investments-Approximately 1% combined of general fund revenues are from miscellaneous revenues and interest on investments.

Five-Year Financial Summaries

The summaries contained herein were extracted from the City's general purpose financial statements for the fiscal years ended 1999 through 2003. The summaries themselves are unaudited.

CITY OF SOUTH JORDAN
BALANCE SHEET - GENERAL FUND
(FISCAL YEARS ENDED JUNE 30)
(UNAUDITED)

	2003	2002	2001	2000	1999
ASSETS					
Cash & Cash Equivalents	$3,417,580	$2,786,693	$2,414,411	$ 957,037	$103,865
Receivables					
Accounts	66,022	32,363	7,353	6,895	235
Taxes	3,600,137(2)	3,074,004(2)	2,669,804(2)	39,383	55,434
Intergovernmental	–	9,041	6,165	–	–
Due from Other Funds/Governments	21,183	–	–	541,418	1,041,292
Due from component unit	–	–	–	–	–
Note Receivable	843,215	–	–	–	–
Inventory	55,706	–	–	–	–
Other Assets	344,651	42,800	43,144	4,611	7,724
Total Assets	$8,348,494	$5,944,901	$5,140,877	$1,549,344	$1,208,550
LIABILITIES, EQUITY, AND OTHER CREDITS					
LIABILITIES					
Accounts Payable and Accrued Liabilities	$493,944	$289,595	$306,573	$335,602	$118,228
Deferred Revenue	2,774,012	2,362,509	2,211,284	–	–
Due to Other Funds	–	–	–	–	–
Construction Bonds and Refunds	1,283,583	429,811	256,669	256,348	350,580
Total Liabilities	$4,551,539	$3,081,915	$2,774,526	$591,950	$468,808
EQUITY AND OTHER CREDITS					
Fund Balance:					
Unreserved, Undesignated	3,796,955(1)	2,862,986(1)	2,366,351(1)	957,394	739,742
Total Equity and Other Credits	3,796,955	2,862,986	2,366,351	957,394	739,742
Total Liabilities, Equity, and Other Credits	$8,348,494	$5,944,901	$5,140,877	$1,549,344	$1,208,550

(1) This amount reflects the maximum amount allowed to be accumulated by law of the State of Utah. An amount was subsequently transferred to the next year's General Fund.

(2) Reflects a change in accounting to recognize certain revenues as they are earned and measurable in accordance with GASB 33.

(Source: The City's 1999 – 2003 audited financial statements. This summary has not been audited.)

CITY OF SOUTH JORDAN
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GENERAL FUND
(FISCAL YEARS ENDED JUNE 30)

	2003	2002	2001	2000	1999
Revenue					
Taxes	$7,103,171	$6,964,293	$5,862,742	$4,503,168	$4,375,105
Licenses & Permits	1,348,514	965,870	876,840	828,377	726,177
Intergovernmental	1,260,458	1,221,144	556,577	463,884	354,703
Charges for Services	3,844,111	2,104,863	1,379,403	918,458	878,984
Fines & Forfeits	1,006,452	889,392	774,254	547,130	436,660
Interest	23,533	61,564	269,832	301,522	197,763
Miscellaneous	41,322	190,991	303,974	122,873	8,595
Total Revenues	$14,627,561	$12,398,117	$10,023,622	$7,685,412	$6,977,987
Expenditures					
Current					
General Government	4,730,519	3,671,668	2,919,475	2,624,373	2,351,897
Public Safety	5,233,088	4,498,128	3,747,944	3,109,709	2,396,438
Public Works	1,489,770	1,167,092	1,015,457	636,860	529,684
Parks, Recreation & Library	885,860	715,536	428,268	334,481	312,196
Total Expenditures	$12,339,237	$10,052,424	$8,111,144	$6,705,423	$5,590,215
Excess of Revenues Over (Under) Expenditures	$2,288,324	$2,345,693	$1,912,478	$979,989	$1,387,772
Other Financing Sources (Uses)					
Sale of Capital Assets	902,819	–	–	–	–
Operating Transfers In	520,000	116,500	235,129	15,648	81,287
Operating Transfers Out	(2,794,707)	(1,965,558)	(738,651)	(777,985)	(3,534,050)
Total Other Fin. Sources (Uses)	($1,371,888)	($1,849,058)	($503,522)	($762,337)	($3,452,763)
Excess of Revenue & Other Sources Over (Under) Expenditures & Other Uses	916,436	496,635	1,408,956	217,652	(2,064,991)
Fund Balance - July 1	2,880,519	2,366,351	957,395	739,742	2,804,733
Fund Balance - June 30	$3,796,955[1]	$2,862,986[1]	$2,366,351[1]	$957,394	$739,742

(1) This amount reflects the maximum amount allowed to be accumulated by law of the State of Utah. An amount was subsequently transferred to the next year's General Fund.

(Source: The City's 1999-2003 audited financial statements. This summary has not been audited.)

CITY OF SOUTH JORDAN
COMBINED BALANCE SHEET—GOVERNMENTAL FUNDS
FISCAL YEAR ENDING JUNE 30, 2003[1]
(UNAUDITED)

ASSETS	
Cash and Cash Equivalents	$17,003,827
Restricted for Debt Service	1,760,363
Receivables	13,523,926
Inventories	55,706
Note Receivable	843,215
Due from other funds	21,183
Other Assets	344,651
Total Assets	$33,552,871
LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts payable and Accrued Liabilities	664,901
Construction Bonds and Refunds	1,283,583
Due to Other Funds	21,183
Deferred Revenue	12,470,765
Total Liabilities	$14,440,432
FUND BALANCES	
Reserved for:	
Debt Service	1,760,363
Impact Fees	4,238,610
Long-term Note Receivable	125,416
Perpetual Care	250,314
Other	400,357
Unreserved, Reported In:	
General Fund	3,396,598
Capital Projects Fund	6,856,230
Debt Service Funds	43,447
Special Revenue Funds	1,910,802
Permanent Funds	130,302
Total Fund Balances	$19,112,439
Statement of Net Assets:	
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets used in governmental activities are not financial resources.	96,356,288
Other long-term assets are not available to pay for current-period expenditures	7,732,388
Long-term liabilities, including bonds payable, are not due and payable in the current period.	(40,730,159)
Net assets of governmental activities:	$82,470,956

[1] In 2003, the City implemented a new financial reporting model in order to comply with Governmental Accounting Standards Board (GASB) Statement 34. This model includes government-wide financial statements and different categories.
(Source: The City's 2003 audited financial statements. This summary has not been audited.)

CITY OF SOUTH JORDAN
COMBINED BALANCE SHEET – TOTAL PRIMARY GOVERNMENT (MEMO ONLY)
(FISCAL YEARS ENDED JUNE 30)
(UNAUDITED)

Note: 2003 figures given in preceding table–see note.

	2002	2001	2000	1999
ASSETS				
Cash & Cash Equivalents	$20,126,682	$11,803,585	$12,434,597	$11,385,412
Restricted	344,751	286,500	–	68,352
Receivables				
Accounts	638,974	595,208	730,894	632,380
Property Tax	2,412,870	2,261,181	34,076	38,986
Other Taxes	662,366	408,623	93,906	69,473
Intergovernmental	9,041	6,165	255,911	0
Special Assessments	–	–	8,860	15,658
Due from Other Funds	209,904	395,550	1,051,324	1,581,593
Other Assets	270,973	254,064	4,611	7,724
Fixed Assets:				
Land	7,211,669	5,741,140	4,610,236	4,158,006
Water Shares	16,050,625	13,670,799	–	–
Building and Structures	6,708,157	4,354,727	3,417,890	3,222,157
Improvements–Other than Buildings	4,204,979	21,828,946	19,368,580	17,283,007
Machinery and Equipment	25,129,617	4,722,866	4,688,874	4,541,623
Construction in Progress	341,872	748,796	72,116	
Less Accumulated Depreciation	(5,678,120)	(5,111,991)	(4,353,633)	(3,979,881)
Investment in Landfill	2,098,547	2,064,047	2,007,645	1,980,038
Amount Available for Long Term Debt	344,751	286,500	192,727	178,417
Amount to be Provided for Long Term Debt	25,430,787	7,459,418	1,018,587	1,351,050
Total Assets	$106,518,445	$71,776,124	$45,637,201	$42,533,995
LIABILITIES, EQUITY AND OTHER CREDITS				
LIABILITIES				
Accounts Payable and Accrued Liabilities	1,418,465	1,459,214	2,196,783	1,118,782
Due to Other Funds	209,904	395,550	1,051,324	1,581,593
Accrued Compensated Absences	293,962	232,445	157,396	132,502
Construction Bonds and Refunds	540,664	372,584	539,934	606,128
Deferred Revenue	2,362,509	2,211,284	8,860	15,658
Interim Warrant	5,840,576	3,800,456	–	–
Note Payable–Current	150,000	150,000	150,000	150,000
Note Payable–Long Term	1,052,767	1,275,626	1,419,947	1,626,906
Lease Revenue Bonds Payable	18,075,000	3,502,000	830,000	1,010,000
Water Revenue Bonds Payable– Current	175,000	160,000	60,000	55,000
Water Revenue Bonds Payable– Long Term	3,200,000	3,375,000	135,000	195,000
Special Assessment Bonds Payable	–	–	–	14,000
Obligations Under Capital Leases–Current	23,938	45,865	43,308	40,893
Obligations Under Capital Leases–Long Term	1,429,605	32,915	126,622	278,618
Total Liabilities	$34,772,390	$17,012,939	$6,719,174	$6,825,080
EQUITY AND OTHER CREDITS				
Contributed Capital	18,740,658	18,740,658	6,473,663	6,473,663
Investment in General Fixed Assets	18,869,147	13,210,590	11,986,568	10,650,696
Retained Earnings				
Reserved, Impact Fees	1,242,401	928,537	1,372,544	1,182,044
Reserved, Debt Service	282,312	282,312	–	–
Unreserved, Undesignated	14,258,122	10,864,162	9,690,560	8,256,475
Fund Balance				
Reserved for Impact Fees	2,357,494	–	–	–
Reserved for Perpetual Care	2,123,050	2,052,433	1,914,169	1,715,625
Reserved for Debt Service	344,751			
Unreserved, Designated for Capital Improvements	10,263,841	286,500	6,842,618	7,534,293
Unreserved, Undesignated	3,264,279	5,896,582	637,905	(103,881)
Total Equity and Other Credits	$71,746,055	$2,501,411	$38,918,027	$35,708,915
Total Liabilities, Equity and Other Credits	$106,518,445	$71,776,124	$45,637,201	$42,533,995

(Source: The City's 1999-2002 audited financial statements. This summary has not been audited.)

Historical Taxable Value of Taxable Property

	2002	2001	2000	1999	1998
Total Centrally Assessed	$34,419,208	$32,547,595	$29,773,105	$24,326,302	$22,091,329
Locally Assessed:					
Residential Real Estate-Primary Use	986,155,903	911,800,367	839,185,986	754,139,648	626,355,638
Commercial & Industrial Real Estate	226,150,880	166,955,420	120,933,330	99,012,210	59,826,770
Residential Real Estate – Not Primary Use	92,580,160	85,059,731	83,508,282	79,064,682	84,245,622
Other Real Estate	20,430,250	23,054,860	15,383,630	15,520,830	12,349,820
Fee-In-Lieu Property (Including Age Based Fee Property)[1]	171,394,698	157,813,516	135,748,711	123,584,281	134,682,082
Other Personal Property	54,194,000	46,878,208	46,499,350	38,480,500	23,175,183
Total Locally Assessed	1,550,905,891	1,391,562,102	1,241,261,289	1,134,128,453	939,419,855
Total Taxable Value[2]	$1,585,325,099	$1,424,109,697	$1,271,034,394	$1,158,454,755	$961,511,184

(1) See "Ad Valorem Tax System – Uniform Fees" below.

(2) Total value figures vary from the City's CAFR figures, which are based on Salt Lake County figures, due to differences in tax year and minor differences in computation.

(Source: Utah State Tax Commission, includes fee-in-lieu.)

Assessed Valuation/Taxable Value Tax Levies/Tax Rates Tax Collection Experience - Last Five Fiscal Years

		Mill Levy/Tax Rate			Collection Experience		
Fiscal Year	Assessed Valuation/Taxable Value	General Purpose	Bond Sinking Fund	Total	Assessed	Collected	Percent
1999	$899,426,173	0.001670	–	0.001670	$1,502,042	$1,643,973	109.45%
2000	999,355,309	0.001714	–	0.001714	1,712,895	1,479,746	86.39%
2001	1,130,758,991	0.001863	–	0.001863	2,106,604	2,069,945	98.26%
2002	1,265,268,767	0.001950	–	0.001950	2,535,599	2,356,705	92.94%
2003	1,413,255,451	0.001933	–	0.001933	2,755,848	2,507,262	90.98%

(Source: The City.)

Ratio of Net General Bonded Debt to Taxable Value and Net General Bonded Debt per Capita - Last Five Fiscal Years

Fiscal Year	Population	Taxable Value	General Bonded Debt	Ratio of Net General Bonded Debt to Assessed Valuation Taxable Value	Net General Bonded Debt Per Capita
1999	28,599	$899,426,173	$250,000	0.03%	8.74
2000	29,437	999,355,309	195,000	0.02%	6.62
2001	31,270	1,130,758,991	135,000	0.01%	4.32
2002	34,374	1,265,268,767	70,000	0.00006%	2.04
2003	36,162	1,413,255,451	–	–	–

(Source: The City.)

Property Tax Rates – All Overlapping Governments - (Per $1 of Assessed Value for Mill Levy)

Fiscal Year	South Jordan City	Jordan School District	Salt Lake Library	Salt Lake County	Mosquito Abatement	Central Utah Water Conservancy District
1999	0.001670	0.006561	0.000607	0.002805	0.000013	0.000397
2000	0.001714	0.007582	0.000610	0.003024	0.000013	0.000396
2001	0.001863	0.008845	0.000583	0.002904	0.000012	0.000377
2002	0.001950	0.008344	0.000744	0.002935	0.000017	0.000358
2003	0.001933	0.008366	0.000747	0.002868	0.000034	0.000358

Fiscal Year	Salt Lake County Sewer District Number One	Jordan Valley Water Conservancy District	Total
1999	0.000620	0.000397	0.013027
2000	0.000631	0.000400	0.014370
2001	0.000591	0.000400	0.015575
2002	0.000560	0.000392	0.015300
2003	0.000515	0.000397	0.015218

(Source: Salt Lake County Auditor's Office; The City.)

General Fund Revenues and Other Financing Sources by Source - Last Ten Fiscal Years

Fiscal Year	Taxes	Licenses and Permits	Inter-Governmental	Charges for Services	Fines and Forfeitures	Misc.	Total
1994	$1,715,802	$810,992	$85,177	$471,659	$159,105	$117,003	$3,359,738
1995	2,031,048	758,763	217,554	691,665	211,434	222,288	4,132,752
1996	2,511,625	1,565,321	324,402	1,061,983	214,964	214,044	5,892,339
1997	3,772,434	811,844	401,474	850,907	246,329	428,854	6,511,842
1998	3,707,116	791,779	317,478	927,092	336,574	305,161	6,385,200
1999	4,375,105	726,177	354,703	878,984	436,660	290,006	6,977,987
2000	4,503,168	828,377	463,884	918,458	547,130	424,395	7,685,412
2001	5,862,742	876,840	556,577	1,379,403	774,254	573,806	10,023,622
2002	6,964,293	965,870	1,221,144	2,104,863	889,392	252,555	12,398,117
2003	7,103,171	1,348,514	1,260,458	3,844,111	1,006,452	64,855	14,627,561

(Source: The City.)

General Fund – Governmental Expenditures by Function - Last Ten Fiscal Years

Fiscal Year	General Government	Public Safety	Public Works	Parks and Public Property	Total
1994	$793,695	$955,167	$613,273	$140,564	$2,502,699
1995	1,121,048	1,198,318	891,058	177,212	3,387,636
1996	1,883,260	1,673,122	1,354,987	222,745	5,134,114
1997	1,857,831	1,874,079	602,060	186,840	4,520,810
1998	2,416,701	2,172,571	531,075	383,439	5,503,786
1999	2,351,897	2,396,438	529,684	312,196	5,590,215
2000	2,624,373	3,109,709	636,860	334,481	6,705,423
2001	2,918,942	3,747,944	1,015,457	428,801	8,111,144
2002	3,671,668	4,498,128	1,167,092	715,536	10,052,424
2003	4,730,519	5,233,088	1,489,770	885,860	12,339,237

DEFINITIONS:

General Government: Administration, Municipal Court, Planning, Zoning, Building

Public Safety: Police (including Animal Control), Fire

Public Works: Streets, Roads and Sanitation

Parks and Public Property: Parks and Recreation

(Source: The City.)

Tax Revenue by Source – General Fund - Last Ten Fiscal Years

Fiscal Year	General Property Taxes [a]	Sales Tax	Energy Sales and Use Tax	Cell Phone Tax	Total Tax Revenue
1994	$895,568	$820,234	$0	$0	$1,715,802
1995	1,026,679	1,004,369	0	0	2,031,048
1996	1,267,927	1,243,698	0	0	2,511,625
1997	1,498,674	1,441,361	832,399	0	3,772,434
1998	1,638,662	1,618,454	450,000	0	3,707,116
1999	1,882,116	1,928,777	564,212	0	4,375,105
2000	1,735,505	2,155,588	612,075	0	4,503,168
2001	2,333,098	2,618,546	849,905	61,193	5,862,742
2002	2,699,315	2,950,625	1,173,223	141,130	6,964,293
2003	2,885,846	2,843,809	1,210,935	162,681	7,103,171

[a] Includes taxes on real property, personal property, motor vehicle taxes and penalty, and interest on property taxes.

(Source: The City.)

Number of Building Permits and Construction Value - Last Ten Fiscal Years

Fiscal	Commercial		Residential		Other		Total	
Year	Permits	Value	Permits	Value	Permits	Value	Permits	Value
1994	14	$9,247,147	720	$88,562,500	101	$3,561,900	835	$101,371,547
1995	8	2,432,600	390	53,424,000	118	1,588,942	516	57,445,542
1996	11	5,529,700	472	61,334,700	63	553,750	546	67,418,150
1997	19	11,405,700	429	68,089,400	179	2,583,516	627	82,078,616
1998	20	12,426,850	432	55,850,100	211	5,159,560	663	73,436,510
1999	21	12,087,800	381	51,201,740	163	3,426,690	565	66,716,230
2000	66	28,000,247	354	43,679,450	293	2,668,015	713	74,347,712
2001	78	30,408,142	327	42,327,500	247	2,679,800	652	75,415,442
2002	61	16,596,300	462	60,057,100	319	2,762,115	842	79,415,515
2003	56	13,089,637	622	85,745,000	406	6,081,225	1084	104,915,862

(Source: The City of South Jordan Building Department.)

Total Retail Sales - Last Ten Fiscal Years

Fiscal Year	Total Retail Sales in South Jordan
1994	$22,284,084
1995	31,357,188*
1996	59,446,500
1997	67,886,497
1998	62,030,437
1999	66,144,015
2000	77,635,326
2001	89,491,203
2002	98,708,472
2003	156,304,624

* Fiscal Year 1995 retail sales for South Jordan were unavailable from the Utah State Tax Commission. The figure shown is an estimate.

(Sources: The City; Utah State Tax Commission.)

Ten Largest Property Taxpayers - June 30, 2003

Taxpayer	Type	Taxable Value[1]	Percentage of Total Taxable Valuation
Sterling Village, L.C.	Multiple Residential	$30,293,733	1.39%
OM Enterprises	Multiple Property	24,139,815	1.11%
High Uinta Investment Props.	Office Developer	16,732,000	0.77%
106th South Business Park	Office Developer	14,148,170	0.65%
D E F Properties LLC	Multiple Property	12,084,000	0.55%
Legacy Plaza, L.L.C.	Multi-Residential	11,657,500	0.53%
E&H Investments, L.L.C.	Telemarketing	10,760,600	0.49%
MM (UT) PRS	Medical Supplies	10,513,600	0.48%
Legacy Retirement Ctr, L.L.C.	Residential Home Builder	9,910,300	0.45%
Darwin Datwyler	Multiple Property	9,013,100	0.41%

(1) Total taxable value $2,180,000,768.

(Source: Salt Lake County Assessors Office.)

General Obligation Legal Debt Limit and Additional Debt Incurring Capacity

The general obligation indebtedness of the City is limited by the Utah Constitution to 12% of taxable property in the City (4% for general purposes and an additional 8% for sewer, water and electrical purposes) as computed from the last equalized assessment rolls for State or County purposes prior to incurring the debt. The legal debt limit and additional debt incurring capacity of the City are based on the estimated fair market value for 2003 and are calculated as follows:

Estimated 2003 Fair Market Value $2,220,999,608

	4% General Purposes	8% Sewer, Water and Electric	Total
General Obligation Debt Limit	$88,839,984	$177,679,968	$266,519,952
Less: Current Outstanding General Obligation Debt	–	–	–
Additional Debt Incurring Capacity	$88,839,984	$177,679,968	$266,519,952

(Source: The Salt Lake County Auditor's Office.)

DEBT STRUCTURE OF THE CITY

Outstanding Lease Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Current Principal Balance Outstanding (As of June 30, 2003)
1996[1]	Fire Station	$1,645,000	June 1, 2004	$226,000
2002[1]	Recreation Center	$9,390,000	October 1, 2023	$9,390,000
2004[2]	Recreation Facility	$12,500,000	February 1, 2029	$12,500,000
Total Outstanding Lease Revenue Bonds				$22,116,000

(1) These bonds were issued under a separate indenture than the Series 2004 Bonds. Although such bonds are payable from lease payments derived from annual appropriations by the City Council, such bonds are not secured by the lien of the Indenture and such bonds do not enjoy any security interest in the Recreational Facility nor do the Series 2004 Bonds enjoy a security interest in any of the facilities financed with those bonds.

(2) For purposes of this Official Statement, the Series 2004 Bonds are considered issued and outstanding.

Outstanding Sales-Tax Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding (As of June 30, 2003)
2001	City Hall and Road Improvements	$15,000,000	August 15, 2026	$14,430,000
Total Outstanding Sales Tax Bonds				$14,430,000

Outstanding Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding (As of June 30, 2003
2000	Water Improvements	3,400,000	November 1, 2020	$3,200,000
2003	Water Improvements	22,480,000	September 1, 2023	– [1]
Total Outstanding Revenue Bonds				$3,200,000

[1] Issued as of September 1, 2003, not as of June 30, 2003.

Outstanding Excise Tax Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding (As of June 30, 2003)
2000	Excise Tax Road	$2,865,000	November 1, 2010	$2,400,000
Total Outstanding Excise Tax Bonds				$2,400,000

Outstanding Special Assessment Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Balance Outstanding (As of June 30, 2003)
2002	Roads and Related Improvements	$7,470,000	November 1, 2017	$7,470,000
Total Outstanding Special Assessment Bonds				$7,470,0000

AD VALOREM TAX SYSTEM

Certain Property Tax Matters

The following information with respect to certain property tax matters is included in this Official Statement to provide background information relating to a major source of general fund revenues of the City. As described herein, the Series 2004 Bonds are not secured by any pledge of property tax revenues and do not constitute a debt or indebtedness of the City or the Authority. See "RISK FACTORS—Non-Appropriation" above.

The Property Tax Act, Chapter 2, Title 59, Utah Code Annotated 1953, as amended (the "Property Tax Act"), provides that all taxable property within the taxing entity is required to be assessed and taxed at a uniform and equal rate on the basis of 100% of its "fair market value" as of January 1 of each year, unless otherwise provided by law. "Fair market value" is defined in the Property Tax Act as "the amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts." Determinations of "fair market value" shall take into account the current zoning laws applicable to the property in question. Section 2 of Article XIII of the State of Utah Constitution (the "State Constitution") provides that the State Legislature may by law exempt from taxation up to a certain percentage of the fair market value of residential property as defined by law. Pursuant to this provision, the State Legislature provided that beginning January 1, 1995, the "fair market value" of primary residential property

would be reduced by 45%. No more than one acre of land per residential unit may qualify for the residential exemption.

The Property Tax Act provides that the Utah State Tax Commission (the "Tax Commission") shall assess certain types of property ("centrally assessed property"), including (i) properties that operate as a unit across county lines that must be apportioned among more than one county or state, (ii) public utility (including railroad) properties, (iii) airline operating properties, (iv) geothermal properties and (v) mines, mining claims and appurtenant machinery, furnishings and improvements, including oil and gas properties. All other taxable property ("locally assessed property") is required to be assessed by the county assessor of the county in which such locally assessed property is located. Each county assessor must update property values annually based upon a systematic review of current market data. Each county assessor must also complete a detailed review of property characteristics for each parcel of property at least once every five years. The Property Tax Act requires that the State Tax Commission conduct an annual investigation in each county to determine whether all property subject to taxation is on the assessment rolls and whether the property is being assessed at its "fair market value."

The State Tax Commission and the county assessors utilize various valuation methods, as determined by statute, administrative regulation or accepted practice, to determine the "fair market value" of taxable property.

Uniform Fees

In 1992, an annual statewide uniform fee is levied on certain tangible personal property in lieu of the ad valorem tax, the uniform fee is based on the value of motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State. The current uniform fee is equal to 1.5% of the fair market value of motor vehicles that weigh 12,001 pounds or more, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State excluding exempt property (e.g., aircraft, and property subject to the fixed age based fee). On January 1, 1999, legislation became effective which made motor vehicles weighing 12,000 pounds or less subject to an "age based" fee which is due each time the vehicle is registered. The age based fees is for passenger type vehicles and ranges from $10 to $150 based on the age of the vehicle. The revenues collected from the various uniform fees are distributed by the County to each taxing entity in which the property is located in the same proportion in which revenue collected from ad valorem real property tax is distributed.

Tax Levy and Collection

The State Tax Commission must assess all centrally-assessed property by May 1 of each year and shall immediately notify the owners or operators of such property, and the county assessors, of such assessment. County assessors must assess all taxable property other than centrally-assessed property before May 22 of each year. Before May 25 the State Tax Commission apportions the value of centrally-assessed property to the various taxing entities within each county and reports such values to county auditors before June 8. The governing body of each taxing entity must adopt a final tax rate before June 22, except as described below for rates in excess of the certified tax rate. County auditors must forward to the State Tax Commission a statement prepared by the governing body of each taxing entity showing the amount and purpose of each levy.

If the State Tax Commission determines that a tax levy established by a taxing entity exceeds the maximum levy permitted by law, the State Tax Commission must lower the levy to the maximum level permitted by law, most notify the taxing entity that the rate has been lowered, and must notify the county auditor of the county in which the taxing entity is located to implement the rate established by the State Tax Commission.

On or before July 22 of each year, the county auditors must mail to all owners of real estate shown on their assessment rolls notice of, among other things, the value of the property, itemized tax information for all taxing entities and the date their respective county boards of equalization will meet to hear complaints. Within 30 days following the mailing of the notice, taxpayers owning property assessed by the county assessor may file an application with the appropriate county board of equalization for the purpose of contesting the assessed valuation of their property. The county boards of equalization must render a decision on each appeal no later than October 1. Such decisions may be appealed to the State Tax Commission, which must decide all appeals by March 1 of the following year. Owners of centrally-assessed property, or any county with a showing of reasonable cause, may

apply to the State Tax Commission on or before June 1 for a hearing to contest the assessment of centrally assessed property. The State Tax Commission must render a written decision no later than October 1. The county auditors must make a record of all changes, corrections and orders and deliver before November 1 the corrected assessment rolls to the county treasurers. By November 1, each county treasurer is to furnish to each taxpayer a notice containing, the kind and value of the property assessed to the taxpayer, the street address of the property, where applicable, the amount of the tax levied on the property and the year that the property is subject to a detailed review. Taxes on personal property are due upon assessment (which occurs throughout the year) and are delinquent if not paid within 30 days after the date the tax notice is mailed. Taxes for rent property are due November 30 or, if a Saturday, Sunday, or holiday, the next business day following that date and are considered delinquent of not paid by that date as described under "Property Tax Matters" below.

Each county treasurer is responsible for collecting all taxes levied on real property within that county. There are no prior claims to such taxes. As taxes are collected, each county treasurer must pay the State and each taxing entity within the county its proportionate share of the taxes, on or before noon on the tenth day of each month. Delinquent taxes are subject to a penalty of 2% of the amount of the taxes of $10.00, whichever is greater. Unless the delinquent taxes and penalty are paid before January 15 of the following year, the amount of delinquent taxes and penalty bears interest at the federal discount rate plus 6% from January 1 until paid. If after four years from the preliminary tax sales held on March 15 after taxes became delinquent, delinquent taxes have not been paid, the affected county advertises and sells the property at a final tax sale held in May of the fifth year after assessment delinquent taxes have not been paid, the affected county may advertise.

Public Hearing on Certain Tax Increases

Each taxing entity that proposes to levy a tax rate that exceeds the "certified tax rate" may do so, by resolution, only after holding a public hearing. Notice of the public hearing must be mailed by July 22 to all owners of real estate and, in most cases, must be advertised by publication. Generally, the certified tax rate for a taxing entity is the rate necessary to generate the same property tax revenue that the taxing entity collected for the prior year, exclusive of collections from redemptions, interest and penalties. For purposes of calculating the certified tax rate, county auditors are to use the taxable value of property on the assessment rolls, exclusive of new growth. New growth is any increase in taxable value of the taxing entity from the previous calendar year to the current year, less the amount of increase to locally-assessed real property taxable values resulting from factoring, reappraisal or any other adjustments. After the public hearing is held, the taxing entity may adopt a resolution levying a tax in excess of the certified tax rate. If a resolution levying a tax in excess of the certified tax rate is not forwarded to the county auditor by August 17, the county auditor must forward the certified tax rate to the State Tax Commission. The final tax notice is then mailed by November 1.

SALES AND USE TAX

The following information with respect to certain sales and use tax matters is included in this Official Statement to provide background information relating to a major source of general fund revenues of the City. As described herein, the Series 2004 Bonds are not secured by any pledge of sales and use tax revenues and do not constitute a debt or indebtedness of the City or the Authority.

The State of Utah currently imposes a tax of 4.75% on the sale or use of tangible personal property ("Property") and on the sale or use of certain taxable services. For power and fuel for residential use, the State of Utah currently imposes a tax rate of 2.75%. Sales tax is imposed on the amount paid or charged for sales of Property in Utah and for services rendered in Utah for the repair, renovation or installation of Property. Use tax is imposed on the amount paid or charged for the use, storage or other consumption of Property in Utah, including services for the repair, renovation or installation of such Property. Sales and use taxes also apply to leases and rentals of Property if the Property is in Utah, the lessee takes possession in Utah or the property is stored, used or otherwise consumed in Utah.

In addition to state sales and use tax, counties, cities and towns have the authority to impose a local sales and use tax of up to 1.0% of the purchase price of goods or services. The City has adopted tax ordinances imposing local sales and use taxes of 1.0%, a sales and use tax for mass transit of 0.5%, and a sales and use tax of 0.1% for

botanical, culture and zoo facilities upon all retail sales within its borders. The County imposes an additional .25% optional sales and use tax. The total general sales and use tax imposed within the City is 6.6%.

Local sales and use taxes are collected by the State Tax Commission and remitted on a monthly basis to local municipalities. Local sales taxes collected by the State are distributed (i) on the basis of population that the county, city or town bears to the total population of all entities imposing a local sales and use tax and (ii) on the point of sale or use of the transaction. Currently, the distribution formula is based 50% on population and 50% on point of sale or use of the transaction.

Notwithstanding these distribution formulas, no county, city or town that has imposed a local sales and use tax shall receive a tax revenue distribution less than 0.75% of the taxable sales within its boundaries.

UTILITY FRANCHISE TAXES AND FEES

Under Utah law, municipalities have the authority to impose a tax, license, fee, license fee, license tax, energy sales and use tax or similar charge at a rate not exceeding 6% of gross revenues of public utilities collected within the boundaries of the municipality (or, in the case of gas and electric service providers, not exceeding 6% of the "delivered value" of "taxable energy"). Utilities upon which these taxes and fees may be levied include telephone, natural gas, electric energy service companies and city public utilities. Utility franchise taxes and fees are collected by the utility and remitted on a monthly basis to the local government. Energy sales and use taxes are, in certain circumstances, remitted by the energy service provider to the State Tax Commission and then to the municipality. The City imposes a utility franchise tax of 6% and a telecommunications wireline and wireless tax of 4%.

RISK FACTORS

THE PURCHASE OF THE SERIES 2004 BONDS BEING OFFERED HEREBY INVOLVES CERTAIN INVESTMENT RISKS THAT ARE DISCUSSED THROUGHOUT THIS OFFICIAL STATEMENT. CERTAIN OF THESE RISKS ARE DESCRIBED BELOW.

Non-Appropriation

Base Rentals and Additional Rentals (sometimes collectively referred to herein as "Rentals") will be payable solely from City Funds which are annually budgeted and appropriated by the City Council of the City and which may be reduced or terminated by action of such City Council. There is no assurance that the Master Lease will be renewed for all of its anticipated Renewal Terms. The City Council of the City is under no obligation to provide City Funds for such renewals. The City's obligation under the Master Lease does not constitute a general obligation or other indebtedness of the City or the State of Utah or any agency or political subdivision of the State of Utah within the meaning of any constitutional or statutory debt limitation. THE AUTHORITY HAS NO TAXING POWER. Accordingly, the likelihood that the City will extend the term of the Master Lease for all Renewal Terms and continue to pay the Base Rentals to enable the Authority to timely pay the principal of, premium, if any, and interest on the Bonds in the future depends upon a number of factors which are beyond the control of the Bondowners, including, but not limited to, (a) the continuing need of the City for the 2004 Project, (b) the composition of the City Council and their respective views with respect to the leasing of the 2004 Project, (c) the economic and demographic conditions within the City, (d) the ability of the City to generate sufficient funds from property taxes and other taxes and other sources of revenue to pay obligations associated with the Master Lease and other obligations of the City (whether now existing or hereafter created), and (e) the value of the Authority's interest in the 2004 Project if sold or relet (to the extent authorized by the Trustee) in the event of the termination of the term of the Master Lease as a result of the occurrence of certain events described below or the expiration of any Renewal Term if the City does not appropriate sufficient funds that extends the term of the Master Lease as provided in the Master Lease. Neither the Indenture nor the Master Lease limit the ability of the City to incur additional obligations against its revenues.

In the event the City Council fails to renew the Master Lease for all contemplated Renewal Terms, fails to budget and appropriate sufficient City Funds for the payment of Base Rentals and Additional Rentals or defaults

under the Master Lease, the Master Lease, which is subject to annual renewal, will be terminated, and, in such event, the Series 2004 Bonds will be payable from any moneys held by the Trustee under the Indenture, and the proceeds, if any, from a liquidation or other disposition of the Authority's interest in the 2004 Project (subject to the City's reversionary rights in the sites of the 2004 Project) subsequent to foreclosure of the lien of the Indenture and the Security Documents. In such event, the City has agreed to immediately vacate the 2004 Project.

Changes in Makeup of City Council

The individuals elected to serve on the City Council may change during the period the Series 2004 Bonds are outstanding. There can be no assurance that the membership of the City Council will not change in a manner that will result in a future City Council taking a position contrary to the continued appropriation of Rentals under the Master Lease for the 2004 Project. Although the City has directed its budget officer in the Master Lease to include in the tentative budget prepared annually by the budget officer and submitted to the City Council an item for all payments required for the ensuing Renewal Term under the Master Lease, the decision to renew or not to renew the Master Lease is to be made solely by the City Council at the time it considers for adoption in final the budget relating to each Renewal Term and not by any official of the City, acting in his or her individual capacity.

Expiration or Termination of Master Lease

The Master Lease will expire by its terms on each April 30 during the years 2005 through 2025, unless the City, in its sole discretion exercises the option provided in the Master Lease to extend the term of the Master Lease for each next succeeding Renewal Term with a final lease expiration date of April 30, 2025. In the event that the City does not extend in any year the term of the Master Lease, the City's obligation to pay Rentals will terminate on the April 30 occurring at the end of the then current Renewal Term. Upon (a) the expiration of any Renewal Term of the Master Lease during which an Event of Nonappropriation occurs or (b) a default under the Master Lease and an election by the Trustee to terminate the possessory interest of the City under the Master Lease, the City's rights of possession of the 2004 Project under the Master Lease will expire or be terminated, as appropriate.

In the event the City's right of possession of the 2004 Project under the Master Lease expires or is terminated for either of the reasons described in the preceding paragraph, the obligation of the City to pay Rentals thereunder will terminate and the Series 2004 Bonds will be payable from, among other sources, such moneys, if any, as may be available under the Indenture. Should the Master Lease expire at the end of a Renewal Term or be terminated, the Trustee may recover and relet or sell the Authority's interest in the 2004 Project as provided in the Indenture. The net proceeds of any reletting or sale of the Authority's interest in the 2004 Project together with certain other moneys then held by the Trustee under the Indenture, are required to be used to pay the Series 2004 Bonds to the extent of such moneys. However, each separate public facility or property constituting the 2004 Project represents special purpose facilities or property for use in connection with providing particular governmental service (including open space). No assurance can be given that the Trustee could relet or sell the 2004 Project for the amount necessary to pay the principal of and the interest on the Series 2004 Bonds. A potential purchaser of the Series 2004 Bonds should not assume that it will be possible to relet or sell the 2004 Project after the expiration or termination of the City's right to possess the 2004 Project under the Master Lease as described above for an amount equal to the aggregate principal amount of the Bonds then outstanding plus accrued interest thereon. In this regard, it should be noted that (a) the 2004 Project may be subject to ad valorem taxes and other property taxation if owned by someone other than the City or other governmental body, (b) the use of the 2004 Project by a non-governmental entity may affect the tax-exempt status of interest on the Series 2004 Bonds, (c) the 2004 Project may not be suitable for general commercial use, (d) zoning restrictions could limit the use of the 2004 Project, and (e) the Authority's interest in the Improvement portion of the 2004 Project is subject to the reversionary interest of the City upon termination of the Ground Lease. Furthermore, no assurance can be given that the amount, if any, realized upon any reletting of the 2004 Project will be available to provide for the payment of the Bonds on a timely basis.

Limited Remedies

A termination of the City's right of possession of the 2004 Project under the Master Lease as a result of an Event of Default or expiration of the term of the Master Lease at the end of any Renewal Term without an extension for the next succeeding Renewal Term will give the Trustee the right to possession of, and the right to relet or sell the Authority's interest in the 2004 Project in accordance with the provisions of the Master Lease and the Indenture.

However, the enforceability of the Master Lease and the Indenture is subject to the applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, the police powers of the State of Utah, the exercise of judicial authority by state or Federal courts and the exercise by the United States of America of the powers delegated to it by the Federal Constitution. Due to the limited remedies available with respect to the 2004 Project, the limited uses of the 2004 Project and the delays inherent in obtaining foreclosure on real property and other judicial remedies, no assurance can be given that a court, in the exercise of judicial discretion, would enforce these remedies in timely manner. Any delays in the ability of the Trustee to obtain possession of the 2004 Project, of necessity, will result in delays in any payment of principal of or interest on the Series 2004 Bonds after the expenditure of amounts available pursuant to the Debt Service Reserve Fund. Nor can any assurance be given that any moneys realized by the Trustee upon an exercise of any remedies would be sufficient to pay the principal of and interest on the Series 2004 Bonds. In the event any such moneys recovered are in an amount less than the aggregate principal amount of all outstanding Series 2004 Bonds, plus accrued interest to the redemption date, the Series 2004 Bonds would be paid in part on a pro rata basis, and no holder of any Series 2004 Bond will have any further claim for payment upon the Authority or the City.

Destruction of the 2004 Project

The Master Lease requires that the 2004 Project be insured against losses sustained as a result of casualty and property damage (not including earthquake damage). In the event of damage to or destruction of the 2004 Project, or in the event title to or the temporary or permanent use of the 2004 Project, or any portion thereof, or the interest of the Authority in the 2004 Project, or any portion thereof, shall be taken from the Authority under the exercise of the power of eminent domain, or a material defect in the construction portion of the 2004 Project shall become apparent, or title to or the use of all or any portion of the 2004 Project shall be lost by reason of a defect in title thereto, the City is nevertheless required to continue to make Base Rentals under the Master Lease, subject to the exercise of its option provided in the Master Lease not to extend the term of the Master Lease for each next succeeding Renewal Term and to the application of Net Proceeds from insurance and certain other sources to extraordinary redemption of the Series 2004 Bonds as herein described, and to take such action as it deems necessary or appropriate to repair, rebuild, and replace the 2004 Project. See "THE SERIES 2004 BONDS–Redemption Provisions for the Series 2004 Bonds—Extraordinary Redemption" herein. If the Net Proceeds from insurance are sufficient to repair, rebuild, and replace the affected portion of the 2004 Project, such proceeds are to be so applied. If such Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, or improvement or to redeem all the Series 2004 Bonds then deemed Outstanding, the City shall, from and to the extent of available City Funds that are budgeted and appropriated by the City Council of the City for such purpose, complete the work and pay any cost in excess of the amount of the Net Proceeds. In the event that the City Council fails to appropriate an amount necessary to cover such insufficiency, the City may discharge its obligation to repair and replace the 2004 Project by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence in the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals and possession of the 2004 Project as well as all rights created pursuant to the Master Lease and the interest of the City and the Authority therein and in any funds or accounts created under the Indenture (except for moneys held in the Rebate Fund or for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Trustee. Thereafter, the Authority's interest in the 2004 Project may be liquidated and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture (except money held in the Rebate Fund or for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the Series 2004 Bonds on the next succeeding redemption date. Such redemption of the Series 2004 Bonds shall be made upon full or partial payment of the principal amount of the Series 2004 Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture. In the event that available moneys shall be insufficient to redeem said Series 2004 Bonds by payment of an amount equal to the Outstanding principal amount thereof and accrued interest to the redemption date, no further claim for payment may be had by the Bondowners against the City, the Authority or the Trustee. There can be no assurance either as to the adequacy of or timely payment under property damage insurance in effect at that time or that the City will elect to extend the term of the Master Lease for the next Renewal Terms succeeding such damage or destruction or pay the Purchase Option Price then applicable. See "APPENDIX B—EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS—THE MASTER LEASE--Damage, Destruction, and Condemnation" herein.

The City is required under the Master Lease to cause the 2004 Project to be insured by policies of casualty and property damage insurance in an amount not less than the full insurable value of the 2004 Project. [The City however, does not currently maintain earthquake damage insurance with respect to the 2004 Project.] The term "full insurable value" as used in the Master Lease means the actual replacement value, or at the option of the City any lesser amount which is equal to or greater than the amount of all of the Series 2004 Bonds then Outstanding. Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies or under self-insurance which cover not only the 2004 Project but other properties in the amounts required by the previous sentence. However, there is no assurance that, in the event the Master Lease is terminated as a result of damage to or destruction or condemnation of the 2004 Project, moneys made available by reason of such an occurrence will be sufficient to redeem the Series 2004 Bonds at a price equal to the principal amount thereof outstanding plus accrued interest to the redemption date.

Sources of Payment for Rentals under the Master Lease

The Series 2004 Bonds will be payable solely from and secured by a pledge by the Authority of the Rentals payable by the City pursuant to the annually renewable Master Lease, except to the extent payable from the proceeds of the Series 2004 Bonds and the income from the investment thereof, the Purchase Option Price (as defined in the Master Lease) if paid by the City, the proceeds of certain insurance policies, performance bonds, condemnation awards and liquidation proceeds.

Non-Essential Nature of Portions of the 2004 Project

Portions of the 2004 Project may not be deemed essential to the operations of the City. This fact may affect the City Council's decision whether to renew the term of the Master Lease since the City may not elect to appropriate for only portions of the 2004 Project. If the City desires to renew the Master Lease, the City must appropriate an amount sufficient to pay Base Rentals attributable to all portions of the 2004 Project which have been delivered for occupancy.

Reduction in Value and Obsolescence

Certain components of the 2004 Project may become obsolete or may reduce in value during the time the Series 2004 Bonds are outstanding. Consequently, following an Event of Nonappropriation, an Event of Default under the Master Lease or the Indenture or termination of the Master Lease for any reason, revenues realized by the Trustee from a reletting of the 2004 Project may be insufficient to redeem or pay all outstanding Series 2004 Bonds.

Tax Status

Failure by the Authority or the City to comply continuously with certain covenants in the Indenture, the Master Lease and the tax certificate executed by the City and the Authority at the time of issuance of the Series 2004 Bonds, so long as any of the Series 2004 Bonds are outstanding under the Indenture and thereafter as required by such covenants and applicable law, could result in interest on the Series 2004 Bonds becoming includible in federal gross income, retroactive to the date of their original issuance. See "TAX EXEMPTION" herein. The Indenture and the Series 2004 Bonds do not provide for the payment of any additional interest or penalty in the event that interest on the Series 2004 Bonds becomes includible in federal gross income.

Additional Parity Debt

The Indenture provides that the Authority may issue Additional Bonds and Refunding Bonds upon compliance with certain requirements. In the event the Authority were to issue Additional Bonds or Refunding Bonds, such issuance of Additional Bonds or Refunding Bonds could result in some dilution of the collateral security pledged to secure the payment of the Series 2004 Bonds.

No Secondary Market

Although the Underwriter expects to develop a secondary market for the Series 2004 Bonds offered hereby, no secondary market presently exists, and there is no assurance that any such market will develop.

NO DEFAULTED BONDS

As of the date of this Official Statement neither the Authority nor the City has ever failed to pay when due the principal of and interest on its bonded indebtedness and other payment obligations related thereto.

ABSENCE OF LITIGATION CONCERNING THE SERIES 2004 BONDS

A non-litigation opinion issued by John H. Geilmann, City Attorney, dated the date of closing, will be provided stating, among other things, that there is not now pending, or to his knowledge threatened, any action, suit, proceeding, inquiry, or any other litigation or investigation, at law or in equity, before or by any court, public board or body, challenging the creation, organization or existence of the City or the Authority, or the titles of their respective officers to their respective offices, or for the purpose of restraining and enjoining the levy and collection of taxes or assessments by the City, or seeking to restrain or enjoin the issuance, sale or delivery of the Series 2004 Bonds, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2004 Bonds are issued, the legality of the purpose for which the Series 2004 Bonds are issued, or the validity of the Series 2004 Bonds or the issuance and sale thereof.

FINANCIAL ADVISOR

The Authority has entered into an agreement with Lewis Young Robertson & Burningham, Inc. (the "Financial Advisor"), whereunder the Financial Advisor provides financial recommendations and guidance to the Authority with respect to preparation for sale of the Series 2004 Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors related to the sale of the Series 2004 Bonds. The Financial Advisor has read and participated in the review of certain portions of this Official Statement. The Financial Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the Authority, with respect to accuracy and completeness of disclosure of such information, and the Financial Advisor makes no guaranty, warranty or other representation respecting accuracy and completeness of the Official Statement or any other matter related to the Official Statement.

TAX EXEMPTION

In the opinion of Ballard Spahr Andrews & Ingersoll, LLP, Bond Counsel to the Authority, under currently existing laws, regulations, decisions and interpretations and assuming, among other matters, continuing compliance with certain covenants, interest on the Series 2004 Bonds is excludable from gross income for federal income tax purposes, and is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals and corporations, although such interest is included in earnings and profits in computing the federal alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that interest on the Series 2004 Bonds is exempt from State of Utah individual income taxes under currently existing law.

The Internal Revenue Code of 1986, as amended (the "Code"), contains a number of requirements and restrictions which apply to the Series 2004 Bonds. The Authority and the City have covenanted to comply with all such requirements and restrictions. Failure to comply with certain of such requirements and restrictions may cause interest on the Series 2004 Bonds to become includable in gross income for federal income tax purposes retroactive to the date of the issuance of the Series 2004 Bonds. Bond Counsel has assumed continuing compliance by the Authority and the City with such requirements and restrictions in rendering its opinion regarding the tax-exempt status of interest on the Series 2004 Bonds.

Although Bond Counsel will render an opinion that interest on the Series 2004 Bonds is excludable from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2004 Bonds may otherwise affect a bondholder's federal tax liability. The nature and extent of these

other tax consequences will depend upon the bondholder's particular tax status and the bondholder's other items of income or deduction. Bond Counsel expresses no opinion regarding any other tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2004 Bonds.

APPROVAL OF LEGAL PROCEEDINGS

All legal matters incident to the authorization and issuance of the Series 2004 Bonds are subject to the approval of Ballard Spahr Andrews & Ingersoll, LLP, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Authority and the City by John H. Geilmann, Esq., City Attorney. The approving opinion of Bond Counsel will be delivered with the Series 2004 Bonds. A copy of the opinion of Bond Counsel in substantially the form set forth in APPENDIX E of this Official Statement will be made available upon request from the contact persons as indicated under "INTRODUCTION—Contact Persons" above.

BOND RATINGS

Fitch Ratings ("Fitch) has assigned ratings of "AA/F1+" to the Series 2004 Bonds.

Any explanation of the significance of this outstanding rating should be obtained from the rating agency furnishing the same. There is no assurance that the ratings given to the outstanding obligations will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward change or withdrawal of such ratings may have an adverse effect on the market price of the Series 2004 Bonds.

CONTINUING DISCLOSURE AGREEMENT

The City has undertaken for the benefit of the Owners and the beneficial owners of the Series 2004 Bonds to provide certain annual financial information and operating data and to provide notice of certain material events to certain repositories all in order to enable the Underwriter to make the determinations required by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"). See APPENDIX D attached hereto and incorporated herein by reference for a form of the Continuing Disclosure Agreement that will be executed and delivered by the City.

A failure by the City to comply with the undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2004 Bonds are limited to the remedies described in the Continuing Disclosure Agreement. A failure by the City to comply with the Continuing Disclosure Agreement must be reported in accordance with Rule 15c2-12 and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2004 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2004 Bonds and their market price. See the FORM OF CONTINUING DISCLOSURE AGREEMENT attached hereto as APPENDIX D for the information to be provided, the events which will be noticed on an occurrence basis and the other terms of the Continuing Disclosure Agreement, including termination, amendment and remedies. [The City reports that it is in compliance with each undertaking entered into pursuant to Rule 15c2-12.]

UNDERWRITER

The Underwriter has agreed subject to certain conditions to purchase all of the Series 2004 Bonds from the Authority at an aggregate price of $12,431,250 (which consists of a principal amount of $12,500,000 less an underwriter's discount of $68,750). The Underwriter has advised the Authority that the Series 2004 Bonds may be offered and sold to certain dealers (including dealers depositing the Series 2004 Bonds into investment trusts) at prices lower than the initial public offering prices set forth on the cover page of the Official Statement and that such public offering prices may be changed from time to time.

INDEPENDENT AUDITORS

The general purpose financial statements of the City as of June 30, 2003 and for the year then ended included in this Official Statement have been audited by Gilbert & Stewart, Certified Public Accountants, as stated in their report in APPENDIX A hereto. Copies of the City's comprehensive annual financial report for the fiscal year ended June 30, 2003 may be obtained upon request from the Office of the City Manager.

MISCELLANEOUS

All quotations contained herein from and summaries and explanations of the State Constitution, statutes, programs, laws of the State, court decisions, the Indenture, the Master Lease and the Security Documents do not purport to be complete and reference is made to said State Constitution, statutes, programs, laws, court decisions, Indenture, Master Lease and Security Documents for full and complete statements of their respective provisions.

Any statements in this Official Statement involving matters of opinion whether or not expressly so stated are intended as such and not as a representation of fact.

This Official Statement is in a form "deemed final" by the City for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The appendices attached hereto are an integral part of this Official Statement and should be read in conjunction with the foregoing material.

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH

By: /s/ W. Kent Money
President and Chair

CITY OF SOUTH JORDAN, UTAH

By: /s/ W. Kent Money
Mayor

APPENDIX A

GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF SOUTH JORDAN, UTAH FOR THE FISCAL YEAR ENDED JUNE 30, 2003

FINANCIAL SECTION

SOUTH JORDAN
UTAH

GILBERT & STEWART
CERTIFIED PUBLIC ACCOUNTANTS
A PROFESSIONAL CORPORATION

RANDEL A HEATON, C.P.A.
LYNN A. GILBERT, C.P.A.
JAMES A. GILBERT, C.P.A.
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INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and City Council
City of South Jordan, Utah

December 12, 2003

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of South Jordan, Utah (City) as of and for the year ended June 30, 2003, which collectively comprise the City's basic financial statements, as listed in the table of contents. These financial statements are the responsibility of the City's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of South Jordan as of June 30, 2003, and the respective changes in financial position and cash flows, where applicable, for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have issued a report dated December 12, 2003 on our consideration of the City of South Jordan's internal control structure over financial reporting and on our test of its compliance with certain laws, regulations, contracts, and grants. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

As described in Note 1, the City has implemented a new financial reporting model, as required by the provisions of GASB Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*, as of June 30, 2003.

The management's discussion and analysis are not a required part of the basic financial statements, but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally

of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of South Jordan's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and statistical tables are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual nonmajor fund financial statements have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole. The introductory section and statistical tables have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on them.

GILBERT & STEWART
Certified Public Accountants

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CITY OF SOUTH JORDAN, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of South Jordan, we offer readers of the City's financial statement this narrative overview and analysis of the financial activities of the City for fiscal year ended June 30, 2003. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on page 3 of this report. The City implemented Governmental Accounting Standards Board Statement 34-Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments for the first time this year.

FINANCIAL HIGHLIGHTS

- The total net assets of the City of South Jordan increased 11.90% to $118,976,240. This is made up of $89,726,028 in capital assets net of related debt and $29,250,212 in other net assets.

- As of June 30, 2003 the City's governmental funds reported a combined fund balance of $19,112,439. This represents a 4.14% increase from the previous year.

- The City's General Fund balance as of June 30, 2003 is $3,796,955. This is an increase of $916,436 from last year's balance of $2,880,519. Utah State Law allows that any balance in excess of 5% of the total estimated revenues may be utilized for budget purposes. The maximum fund balance allowed is 18% of estimated revenues. The maximum and minimum unreserved fund balance accumulations are $704,006 and $2,534,421. Since the City exceeded the 18% limit in this fiscal year, they have one year to budget the excess amount. The City has budgeted the excess fund balance to be spent during fiscal year 2003-2004

- The City's long-term liabilities increased by $14,405,705. The key factors in the increase in long-term debt are listed below:
    1. The issuance of $9,390,000 in lease revenue bonds. These funds will be used primarily in the construction of a City recreation facility as well as a City museum.
    2. The issuance of $7,470,000 in special assessment revenue bonds. These funds were used to retire current outstanding interim warrants and other costs associated with the construction of the Riverpark Special Improvement District. The debt payments will be made by a special assessment to the property owners in that district.
    3. The issuance of $4,100,000 of bonds to purchase the South Jordan Elementary School property. This debt will be retired upon sale of the property to a potential developer.

REPORT/OVERVIEW

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components:

1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

Government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net assets presents information on all of the City's assets and liabilities, with the difference between the two reported as *net assets*. Over time, increases or decreases in net assets may serve as a useful indicator of whether financial position of the City is improving or deteriorating. However, you will also need to consider other nonfinancial factors.

The statement of activities presents information showing how the City's net assets changed during the fiscal year. All changes in net assets are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus revenues and expenses are taken into account regardless of when cash is received or paid.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities).

The government-wide financial statements can be found on pages 29-31 of this report.

FUND FINANCIAL STATEMENTS

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City also uses fund accounting to ensure and demonstrate compliance with finance-related requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds – Governmental Funds are used to account for the same functions reported as governmental activities in the government-wide financial statements. These fund statements focus on how money flows into and out of these funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps users determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. We describe the relationship (or differences) between governmental activities and governmental funds in a reconciliation included with the fund financial statements.

The City maintains ten individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General, Debt Service, Redevelopment Agency, Municipal Building Authority, and Construction, all of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The basic governmental fund financial statements can be found on pages 32-40 of this report.

Proprietary Funds – The City maintains one type of proprietary fund, which is an enterprise fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its Water and Sanitation operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sanitation operation, both of which are considered to be major funds of the City.

The basic proprietary fund financial statements can be found on pages 41-44 of this report.

Notes to the financial statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements begin on page 45 of this report.

Other Information – In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* as well as a statistical section to give additional and more detailed information to the reader. The supplemental section includes individual fund financial statements for the City's nonmajor funds mentioned earlier. The statistical section gives various financial and demographic data of the City, including trend analysis for certain financial data. The supplementary section begins on page 75, and the statistical section begins on page 91.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the City of South Jordan, assets exceeded liabilities by $118,976,240 as of June 30, 2003.

By far the largest portion of the City's net assets (75.41%) reflects its investments in capital assets (e.g., land, buildings, machinery, and equipment, improvements, construction in progress and infrastructure), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investments in its capital assets is reported net of related

debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The following table summarizes the City's Net Assets. With the first year implementation of GASB Statement 34, the City is not presenting comparable columns in the various comparisons and analyses for the prior year. In future years, this section will discuss and analyze significant differences between years.

CITY OF SOUTH JORDAN'S NET ASSETS

	Governmental Activities 2003	Business-Type Activities 2003	Total 2003
Current and other assets	$ 34,418,887	$ 4,823,615	$ 39,242,502
Capital assets	96,356,288	36,764,756	133,121,044
Total assets	130,775,175	41,588,371	172,363,546
Long-term debt outstanding	40,675,288	4,068,175	44,743,463
Other liabilities	7,628,931	1,014,912	8,643,843
Total liabilities	48,304,219	5,083,087	53,387,306
Net assets			
Invested in capital assets, net of related debt	56,161,273	33,564,755	89,726,028
Restricted	6,379,589	899,710	7,279,299
Unrestricted	19,930,094	2,040,819	21,970,913
Total net assets	$ 82,470,956	$ 36,505,284	118,976,240

. additional portion of the City's net assets (6.12%) represents resources that are subject to external restriction on how they may be used. The remaining balance of unrestricted net assets ($21,970,913) may be used to meet the government's ongoing obligations to citizens and creditors.

As of June 30, 2003, the City is able to report positive balances in all three categories of net assets, both for the government as a whole, as well as for its separate governmental and business-type activities.

Analysis of the City's Operations – The following table provides a summary of the City's operations for the year ended June 30, 2003. The City first implemented GASB Statement No. 34, Basic Financial Statements – and Management's Discussion and Analysis – for the State and Local Governments, in 2003, therefore comparative data is not presented. Net Assets for governmental activities increased by $10,673,248, which is an increase of 14.34% from the previous year. Business-type activities increased by $1,981,790, which represents a 5.74% increase from the previous year.

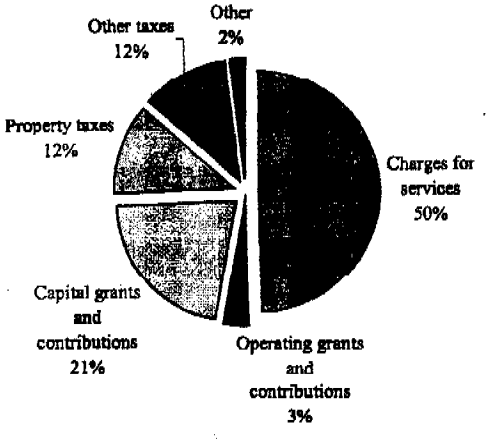
CITY OF SOUTH JORDAN'S CHANGES IN NET ASSETS

	Governmental activities 2003	Business-type activities 2003	Total 2003
Revenues			
Program revenues:			
Charges for services	$ 11,875,494	$ 7,542,543	$ 19,418,037
Operating grants and contributions	1,283,685	-	1,283,685
Capital grants and contributions	7,470,000	953,498	8,423,498
General Revenues:			
Property taxes	4,738,967	-	4,738,967
Other taxes	4,606,487	-	4,606,487
Other	710,279	4,722	715,001
Total revenues	30,684,912	8,500,763	39,185,675
Expenses:			
General Government	7,492,020	-	7,492,020
Public Safety	5,542,688	-	5,542,688
Public Works	4,333,696	-	4,333,696
Parks and Public Property	1,379,040	-	1,379,040
Interest on Long-Term Debt	1,650,566	-	1,650,566
Water	-	4,948,342	4,948,342
Sanitation	-	1,184,285	1,184,285
Total Expenses	20,398,010	6,132,627	26,530,637
Increase (decrease) in net assets before transfers	10,286,902	2,368,136	12,655,038
Transfers	386,346	(386,346)	-
Increase in net assets	10,673,248	1,981,790	12,655,038
Net assets, beginning	71,797,708	34,523,494	106,321,202
Net assets, ending	$ 82,470,956	$ 36,505,284	$ 118,976,240

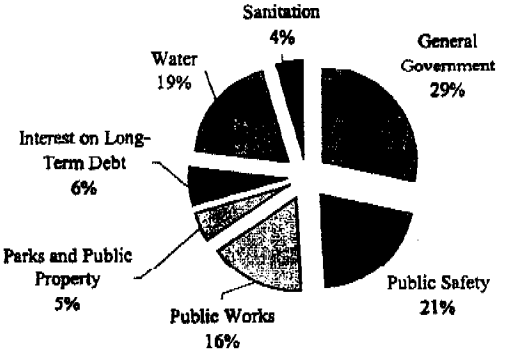
During 2003, the City made a special assessment in the amount of $7,470,000. This amount is included with capital contributions in the City's financial statements. The City's primary source of general revenue is property taxes. The operating grants are made up primarily of public safety for the police and fire departments.

The two graphs on the following page display South Jordan's government-wide revenues and expenses for the fiscal year ended June 30, 2003.

Total Revenues
Government-Wide Operations of the City of South Jordan

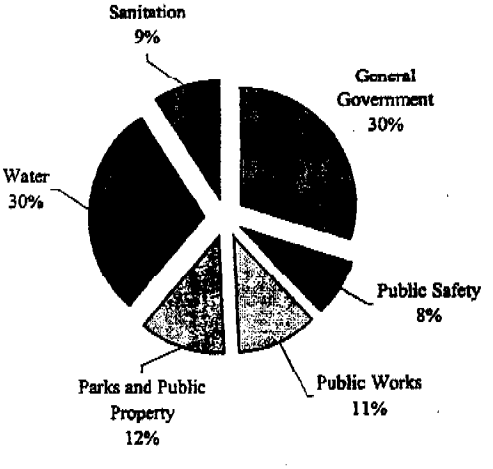


Total Expenses
Government-Wide Operations of the City of South Jordan



The following graph displays details of the City's charges for services for the fiscal year ended June 30, 2003.

Charges for Services by Source for the City of South Jordan



Financial Analysis of Government's Funds

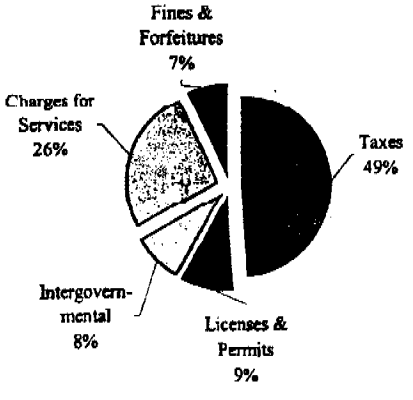
Governmental Funds. The focus of the City of South Jordan governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of June 30, 2003, The City's governmental funds (General, Capital Projects, Debt Service, & Special Revenue) reported combined fund balances of $19,112,439. This represents an increase of $759,024 over last year's ending balances. Approximately 65% of the total fund balance ($12,337,378) constitutes *unreserved fund balance.* This includes $6,856,230, which is not reserved but is designated to be used for capital projects within the City. The remainder of the fund balance is reserved to indicate that it is not available for new spending because it has already been committed 1) to pay for debt service, 2) to pay for capital projects funded by impact fee revenue, 3) or for a variety of other restricted purposes.

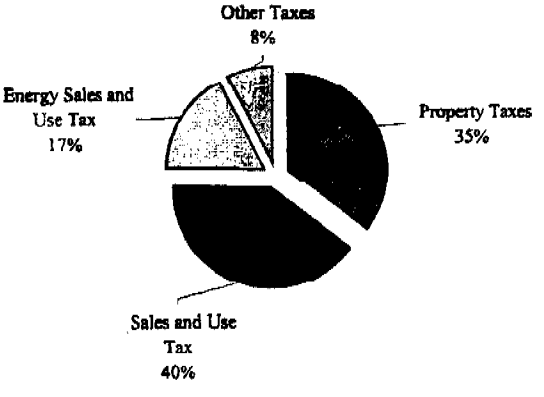
The General Fund is the chief operating fund of the City. All activities which are not required to be accounted for in separate funds either by state or local ordinance or by a desire to maintain a matching of revenues and expenses is accounted for in the fund. Revenues exceeded expenditures in the General Fund by $916,436 during the year. As addressed earlier, this amount exceeds the City's maximum allowed balance; and thus, has been budgeted to be spent next fiscal year.

Taxes continue to be the largest source of revenue in the General Fund and represent 49% of total general fund revenues. The largest element of taxes is sales tax. It represents 40% of total tax revenues and represents 18% of total general fund revenues. This compares with 24% in the prior fiscal year ended June 30, 2002.

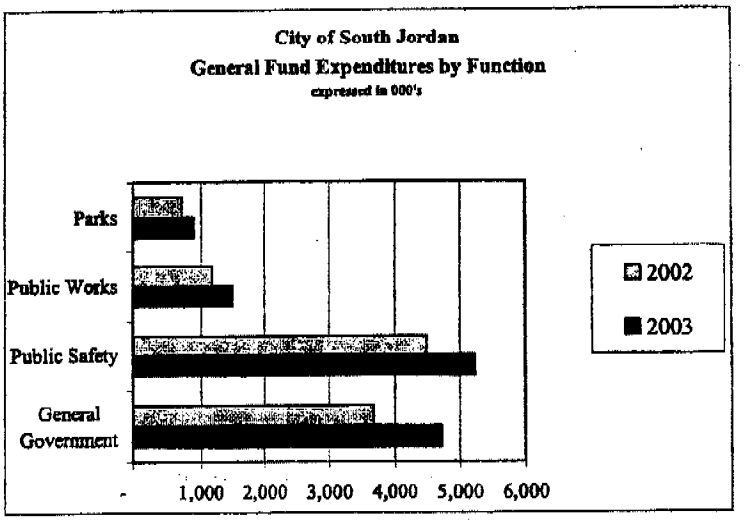
City of South Jordan
General Fund Revenue by Source



Tax Revenue by Type
for the City of South Jordan



General Fund expenditures increased from $10,052,424 in 2002 to $12,339,237 in 2003. This represents a 22.75% increase. The increase in expenditures is fairly consistent throughout all departments and is an indication of the rapid growth of the City, which results in greater needs for the City's citizens. The chart below compares general fund expenditures between 2002 and 2003.



Enterprise Funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net assets of the Water fund at the end of the year amounted to $846,703. This represents an increase of $475,195 from the previous year. Unrestricted net assets of the Sanitation fund increased from $926,559 to $1,194,116.

For fiscal year 2002-2003, the City Council increased rates for minimum use on water services by $1.01 for the first 8,000 gallons used and by $.08 per 1,000 gallons used thereafter. These rate changes took affect July 1, 2002. Other factors concerning the finances of these two funds have already been discussed in the discussion of South Jordan's business-type activities.

GENERAL FUND BUDGETARY HIGHLIGHTS

During the fiscal year, the General Fund original budget (not including transfers) was amended from an original budget expenditure total of $12,766,002 to a final budget of $12,577,828. The original budget was amended (1) to account for revenue being worse than anticipated and (2) to initiate cost cutting procedures to use savings from the current year to be budgeted for next year. All departments were required to decrease their overall spending for the year in order to stay within budget.

Capital Assets and Debt Administration

Capital assets. The City of South Jordan's investment in capital assets for its governmental and business-type activities as of June 30, 2003, amounts to $133,121,044 (net of accumulated depreciation). This investment in capital assets includes, land, buildings and structures, improvements, infrastructure (Streets, sidewalks, etc.), machinery and equipment and construction in progress. The total increase in the City's investment in fixed assets for the current year was 16% (a 22% increase for governmental activities and a 5% increase for business-type activities).

Major capital asset events during the current fiscal year included the following:

- $5,625,991 on the construction of a new City Hall
- $1,602,231 for purchase of automotive equipment, including the purchase of a new fire truck.
- $955,238 to acquire property for a new museum.
- Various park and recreation projects including $790,308 on the construction of Riverfront Park
- Purchase of the property currently occupied by South Jordan Elementary for $4,000,000.
- Construction of various road projects including 9800 South.

City of South Jordan's Capital Assets
(net of depreciation)

	Governmental activities		Business-type activities		Total	
	2003	2002	2003	2002	2003	2002
Land	$ 10,399,936	$ 5,971,366	$ 1,240,303	$ 1,240,303	$ 11,640,239	$ 7,211,669
Water Shares	-	-	16,633,395	16,050,625	16,633,395	16,050,625
Buildings	4,518,371	4,951,268	1,064,066	1,106,047	5,582,437	6,057,315
Improvements	3,802,643	2,398,797	-	-	3,802,643	2,398,797
Machinery & Equipment	3,835,320	1,816,520	413,352	333,531	4,248,672	2,150,051
Infrastructure	66,061,518	63,870,076	16,659,775	16,293,250	82,721,293	80,163,326
Construction in Progress	7,738,500	265,976	753,865	75,897	8,492,365	341,873
Total Capital Assets	$ 96,356,288	$ 79,274,003	$ 36,764,756	$ 35,099,653	$ 133,121,044	$ 114,373,656

Additional information on the City's capital assets can be found on footnote 8 on page 62 of this report.

Long-term debt. At the end of the current fiscal year, the City had a total bonded debt outstanding of $41,216,000. All of this amount is represented by bonds secured solely by specific revenue sources. All general obligation debt was extinguished during the year.

City of South Jordan's Outstanding Debt
General Obligation and Revenue Bonds

	Governmental activities		Business-type activities		Total	
	2003	2002	2003	2002	2003	2002
General obligation bonds	$ -	$ -	$ -	$ 70,000	$ -	$ 70,000
Special Assessment debt with governmental commitment	7,470,000	-	-	-	7,470,000	-
Revenue Bonds	30,546,000	18,075,000	3,200,000	3,305,000	33,746,000	21,380,000
Total net assets	$ 38,016,000	$ 18,075,000	$ 3,200,000	$ 3,375,000	$ 41,216,000	$ 21,450,000

The City's total bond debt increased by $19,766,000 during the current fiscal year The key factors in this increase were the following:

- The issuance of $9,390,000 in lease revenue bonds. These funds will be used primarily in the construction of a City recreation facility as well as a City museum.
- The issuance of $7,470,000 in special assessment revenue bonds. These funds were used to retire current outstanding interim warrants associated with the construction of the Riverpark Special Improvement District. The debt payments will be made by a special assessment made to the property owners in that district.
- The issuance of $4,100,000 of bonds to purchase the South Jordan Elementary School property. This debt will be retired upon sale of the property to a potential developer.

The City currently maintains an "A+" rating from Fitch and "A2" rating from Moody's.

State statutes limit the amount of general obligation debt a governmental entity may issue to 8% of the "reasonable fair cash value" of property within the City. Of this percent, a maximum of 4% may be used for general purposes. The current limitation for the City is $88,839,984, which is significantly in excess of the City's outstanding general obligation debt. The remaining 4% and any unused portion of the 4% available for general purposes up to the maximum of 8% may be utilized for water, sewer, and electrical projects. The current limitation for all debt, including that used for water, sewer and electrical projects is thus $177,679,969, which again significantly exceeds the outstanding city-wide debt.

Additional information on the City's long term-debt (or Outstanding Debt) can be found on footnote 10 on pages 65-68 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

- The unemployment rate for Salt Lake County was 4.8% which equaled the state unemployment rate and compares with and a national unemployment rate of 6.0%. This compares with a rate of 5.7% in 2002. (Source: Utah Dept of Workforce Services)

- The General Fund budget for the fiscal year-ending June 30, 2004 reflects a decrease of 7% over the final budget for the fiscal year-ended June 30, 2003.

- All rates the City charges for services are evaluated annually. As of July 1, 2003 water utility rates were increased to $30.64 for the first 8,000 gallons used and $1.22 for each 1,000 gallons used thereafter. This increase was necessary to repay water revenue bonds issued during fiscal year 2003-2004. The proceeds from these bonds will be used to significantly upgrade the City's water system.

REQUEST FOR INFORMATION

This financial report is designed to provide a general overview of the City of South Jordan's finances for all those with an interest in the City's finances. Questions concerning any information provided in this report or requests for additional financial information should be addressed to: City of South Jordan, Chief Accountant, 1600 West Towne Center Drive, South Jordan, UT 84095, or call (801) 254-3742, or e-mail at dlundell@ci.south-jordan.ut.us.

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BASIC FINANCIAL STATEMENTS

SOUTH JORDAN
UTAH

GOVERNMENT-WIDE FINANCIAL STATEMENTS

SOUTH JORDAN
UTAH

CITY OF SOUTH JORDAN

Statement of Net Assets
June 30, 2003

	Primary Government		
	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and Cash Equivalents	$ 17,003,827	$ 824,844	$ 17,828,671
Restricted Cash	1,760,363	282,313	2,042,676
Receivables	13,523,926	1,184,109	14,708,035
Note Receivable	843,215	-	843,215
Due from Other Funds	-	260,896	260,896
Inventories	55,706	16,784	72,490
Other Assets	344,652	2,178,011	2,522,663
Bond Issuance Costs (Net)	887,198	76,658	963,856
Capital Assets:			
Land	11,443,915	1,240,303	12,684,218
Water Shares	-	16,633,395	16,633,395
Buildings	4,934,652	1,260,345	6,194,997
Improvements	4,685,583	-	4,685,583
Machinery & Equipment	6,746,817	1,214,543	7,961,360
Infrastructure	83,203,422	22,058,701	105,262,123
Construction in Progress	7,738,500	753,865	8,492,365
Less Accumlated Depreciation	(22,396,601)	(6,396,396)	(28,792,997)
Total Assets	130,775,175	41,588,371	172,363,546
LIABILITIES			
Accounts Payable	664,901	676,956	1,341,857
Due to Other Funds	-	260,896	260,896
Deferred Revenue	4,738,381	-	4,738,381
Unamortized Bond Premium	139,326	-	139,326
Other Liabilities	1,283,583	49,000	1,332,583
Accrued Interest Payable	802,740	28,060	830,800
Long-term Liabilities			
Due Within One Year	2,100,429	272,726	2,373,155
Due in More Than One Year	38,574,859	3,795,449	42,370,308
Total Liabilities	48,304,219	5,083,087	53,387,306
NET ASSETS			
Invested in Capital Assets, net of related debt	56,161,273	33,564,755	89,726,028
Restricted for:			
Impact Fees	4,238,610	617,397	4,856,007
Debt Service	1,760,363	282,313	2,042,676
Perpetual Care			
Expendable	250,314	-	250,314
Non-expendable	130,302	-	130,302
Unrestricted	19,930,094	2,040,819	21,970,913
Total Net Assets	$ 82,470,956	$ 36,505,284	$ 118,976,240

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Activities

June 30, 2003

Activities	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government				
Governmental:				
General Government	$ 7,492,020	$ 5,768,830	$ 26,523	$ 7,470,000
Public Safety	5,542,688	1,574,171	184,832	-
Public Works	4,333,696	2,203,169	1,072,330	-
Parks and Public Property	1,379,040	2,329,324	-	-
Interest on Long-Term Debt	1,650,566	-	-	-
Total Governmental Activities	20,398,010	11,875,494	1,283,685	7,470,000
Business-type:				
Water	4,948,342	5,786,701	-	953,498
Sanitation	1,184,285	1,755,842	-	-
Total Business-type Activities	6,132,627	7,542,543	-	953,498
Total Primary Government	26,530,637	19,418,037	1,283,685	8,423,498

General Revenues:
Property Taxes
Sales and Use Tax
Energy Sales and Use Tax
Other Taxes
Miscellaneous Revenue
Gain (loss) on disposition of fixed assets
Unrestricted Investment Earnings
Transfers
Total General Revenues
Change in Net Assets
Net Assets -- Beginning
Net Assets -- Ending

See accompanying notes.

Net (Expense) Revenue and Changes in Net Assets		
Primary Government		
Governmental Activities	Business-type Activities	Total
$ 5,773,333	$ -	$ 5,773,333
(3,783,685)	-	(3,783,685)
(1,058,197)	-	(1,058,197)
950,284	-	950,284
(1,650,566)	-	(1,650,566)
231,169	-	231,169
-	1,791,857	1,791,857
-	571,557	571,557
-	2,363,414	2,363,414
231,169	2,363,414	2,594,583
4,738,967	-	4,738,967
2,843,808	-	2,843,808
1,210,835	-	1,210,835
551,844	-	551,844
183,270	-	183,270
503,723	1,925	505,648
23,286	2,797	26,083
386,346	(386,346)	-
10,442,079	(381,624)	10,060,455
10,673,248	1,981,790	12,655,038
71,797,708	34,523,494	106,321,202
$ 82,470,956	$ 36,505,284	$118,976,240

See accompanying notes.

Governmental Fund Financial Statements

General Fund
The general fund is used to account for resources traditionally associated with government which are not required legally or by sound financial management to be accounted for in another fund

Debt Service Fund
The debt service fund is used to account for the accumulation of resources and payment of general obligation bond principal and interest from governmental resources and special assessment bond principal and interest from special assessment levies when the government is obligated in some manner for the payment.

Redevelopment Agency (RDA)
This fund is used to account for the activities of the Redevelopment Agency. The Agency is an entity established to further public purpose in the redevelopment of particular City areas.

Municipal Building Authority (MBA)
This fund is used to account for the construction of capital facilities of the City.

Construction Fund
This fund is used to account for the construction of budgeted capital projects of the City. Impact fees, intergovernmental grants and interest earnings are the principal sources of funding for these projects.

Nonmajor Funds
Nonmajor governmental funds are presented by fund type beginning on page 76.

CITY OF SOUTH JORDAN

Balance Sheet
Governmental Funds
June 30, 2003

	General	Debt Service	Special Revenue: RDA	Capital Projects: MBA	Capital Projects: Construction	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS							
Cash & Cash Equivalents	$ 3,417,580	$ 43,447	$ 5,730	$ 6,660,849	$ 4,603,280	$ 2,272,941	$ 17,003,827
Restricted for Debt Service	-	1,033,500	-	726,863	-	-	1,760,363
Receivables	3,566,159	7,470,000	2,239,336		125,416	23,015	13,523,926
Inventories	55,706	-	-	-	-	-	55,706
Note Receivable	843,215						843,215
Due from other funds	21,183	-	-	-	-	-	21,183
Other Assets	344,651	-	-	-	-	-	344,651
Total Assets	$ 8,348,494	$ 8,546,947	$ 2,245,066	$ 7,387,712	$ 4,728,696	$ 2,295,956	$ 33,552,871
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable and Accrued Liabilities	493,944	-	1,434	-	169,289	234	664,901
Construction Bonds and Refunds	1,283,583	-	-	-	-	-	1,283,583
Due to Other Funds	-	-	-	-	-	21,183	21,183
Deferred Revenue	2,774,012	7,470,000	2,226,753	-	-	-	12,470,765
Total Liabilities	4,551,539	7,470,000	2,228,187	-	169,289	21,417	14,440,432
FUND BALANCES							
Reserved for:							
Debt Service	-	1,033,500	-	726,863	-	-	1,760,363
Impact Fees	-	-	-	-	4,238,610	-	4,238,610
Long-term Note Receivable	-	-	-	-	125,416	-	125,416
Perpetual Care	-	-	-	-	-	250,314	250,314
Other	400,357	-	-	-	-	-	400,357
Unreserved, Reported In							
General Fund	3,396,598	-	-	-	-	-	3,396,598
Capital Projects Funds	-	-	-	6,660,849	195,381	-	6,856,230
Debt Service Funds	-	43,447	-	-	-	-	43,447
Special Revenue Funds	-	-	16,879	-	-	1,893,923	1,910,802
Permanent Funds	-	-	-	-	-	130,302	130,302
Total Fund Balances	3,796,955	1,076,947	16,879	7,387,712	4,559,407	2,274,539	19,112,439
Total Liabilities and Fund Balances	$ 8,348,494	$ 8,546,947	$ 2,245,066	$ 7,387,712	$ 4,728,696	$ 2,295,956	

Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets used in governmental activities are not financial resources.	96,356,288
Other long-term assets are not available to pay for current-period expenditures.	7,732,388
Long-term liabilities, including bonds payable, are not due and payable in the current period.	(40,730,159)
Net assets of governmental activities	$ 82,470,956

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenditures, and Changes in Fund Balance
Governmental Funds
For the Year Ended June 30, 2003

			Special Revenue
	General	Debt Service	RDA
REVENUES			
Taxes	$ 7,103,171	$ -	$ 1,980,237
Licenses & Permits	1,348,514	-	-
Intergovernmental	1,260,458	-	-
Charges for Services	3,844,111	-	-
Fines & Forfeitures	1,006,452	-	-
Interest	23,533	20,792	28
Impact Fees	-	-	-
Miscellaneous	41,322	51,638	78,745
Total Revenues	14,627,561	72,430	2,059,010
EXPENDITURES			
Current			
General Government	4,730,519	-	1,677,818
Public Safety	5,233,088	-	-
Public Works	1,489,770	-	-
Parks, Recreation, & Library	885,860	-	-
Capital Outlay & Projects	-	-	4,000,000
Tax Increment Distributions	-	-	481,681
Debt Service			
Principal Retirement	-	1,167,320	-
Other	-	-	-
Interest and Fees	-	1,313,916	166,034
Total Expenditures	12,339,237	2,481,236	6,325,533
Excess (Deficiency) of Revenues over Expenditures	2,288,324	(2,408,806)	(4,266,523)
Othr Financing Sources (Uses)			
Lease Proceeds	-	-	-
Bond Proceeds	-	-	4,100,000
Interim Warrants	-	-	-
Retire Interim Warrants	-	-	-
Sale of Capital Assets	902,819	-	-
Operating Transfers In	520,000	3,141,002	-
Operating Transfers Out	(2,794,707)	-	-
Total Other Financing Sources (Uses)	(1,371,888)	3,141,002	4,100,000
Net Change in Fund Balance	916,436	732,196	(166,523)
Fund Balances - July 1	2,880,519	344,751	183,402
Fund Balances - June 30	$ 3,796,955	$ 1,076,947	$ 16,879

See accompanying notes.

Capital Projects			
MBA	Construction	Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ -	$ 76,066	$ 9,159,474
-	-	-	1,348,514
-	-	23,226	1,283,684
-	-	15,383	3,859,494
-	-	-	1,006,452
37,400	219,577	47,427	348,757
-	4,198,903	100	4,199,003
-	1,147,902	222	1,319,829
37,400	5,566,382	162,424	22,525,207
-	-	21,475	6,429,812
-	-	-	5,233,088
-	-	-	1,489,770
-	-	166,818	1,052,678
1,458,141	15,715,040	-	21,173,181
-	-	-	481,681
209,000	-	-	1,376,320
-	-	-	-
463,785	-	-	1,943,735
2,130,926	15,715,040	188,293	39,180,265
(2,093,526)	(10,148,658)	(25,869)	(16,655,058)
-	859,163	-	859,163
9,515,688	7,490,642	-	21,106,330
-	440,711	-	440,711
-	(6,281,287)	-	(6,281,287)
-	-	-	902,819
245,124	958,000	100,000	4,964,126
(280,000)	(1,380,073)	(123,000)	(4,577,780)
9,480,812	2,087,156	(23,000)	17,414,082
7,387,286	(8,061,502)	(48,869)	759,024
426	12,620,909	2,323,408	18,353,415
$ 7,387,712	$ 4,559,407	$ 2,274,539	$ 19,112,439

See accompanying notes.

CITY OF SOUTH JORDAN

Reconciliation of The Statement of Revenues,
Expenditures, and Changes in Fund Balances of Governmental Funds
To The Statement of Activities
For the Year Ended June 30, 2003

Amounts reported for governmental activities in the statement of activities are different because:	
Net Change in Fund Balance -- Total Governmental Funds	$ 759,024
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated usefull lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.	17,232,206
The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to decrease net assets	(399,094)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	7,655,983
Bond proceeds and capital leases provide currnet financial resources to governmental funds by issuing debt which increases long-term liabilities in the Statement of Net Assets. Repayments of bond and capital lease principal are expendigures in the governmental funds, but reduce liabilities in the Statement of Net Assets.	(14,157,230)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	(417,641)
Change in net assets of governmental activities	$ 10,673,248

See accompanying notes.

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CITY OF SOUTH JORDAN

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual

For the Year Ended June 30, 2003

	Original Budget	Final Budget	Actual Amounts	Variances with Final Budget - Positive (Negative)
REVENUES				
Taxes				
Property Tax - Current	$ 2,560,000	$ 2,362,509	$ 2,385,601	$ 23,092
Property Tax - Delinquent	105,000	105,000	121,661	16,661
Motor Vehicle Tax	250,000	365,000	372,016	7,016
Sales & Use Tax	3,100,000	2,830,000	2,843,809	13,809
Penalties & Interest	10,000	5,400	6,568	1,168
Cell Phone Tax	138,000	155,500	162,681	7,181
Energy Sales & Use Tax	1,155,000	1,190,000	1,210,835	20,835
Total Taxes	7,318,000	7,013,409	7,103,171	89,762
Licenses & Permits				
Building Permits	712,500	1,099,150	1,154,837	55,687
Business Licenses	50,000	75,000	71,898	(3,102)
Innkeeper Fees	20,000	24,000	24,729	729
Miscellaneous	20,500	56,550	97,050	40,500
Total Licenses & Permits	803,000	1,254,700	1,348,514	93,814
Intergovernmental Revenues				
Federal Grants	75,000	103,005	116,715	13,710
State Grants	11,180	48,500	68,117	19,617
Class "C" Road Allotment	1,150,000	1,071,000	1,072,329	1,329
Liquor Fund Allotment	15,000	3,297	3,297	-
Total Intergovernmental	1,251,180	1,225,802	1,260,458	34,656
Charges for Services				
Ambulance Fees	320,000	381,000	373,331	(7,669)
Engineering Fees	200,000	106,000	166,823	60,823
Plan Check Fees	380,000	600,000	636,633	36,633
Street Lighting	171,500	180,000	189,759	9,759
Storm Water Fees	144,000	180,000	191,321	11,321
Zoning & Subdivision Fees	100,000	60,000	92,614	32,614
Other Services	2,404,801	2,172,470	2,193,630	21,160
Total Charges for Services	3,720,301	3,679,470	3,844,111	164,641
Fines and Forfeitures	928,000	1,025,000	1,006,452	(18,548)
Misc Revenue				
Investment Earnings	120,000	30,000	23,533	(6,467)
Sundry Revenue	60,000	45,626	41,322	(4,304)
Total Misc Revenue	180,000	75,626	64,855	(10,771)
Total Revenue	14,200,481	14,274,007	14,627,561	353,554

See accompanying notes.

CITY OF SOUTH JORDAN

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual

For the Year Ended June 30, 2003

	Original Budget	Final Budget	Actual Amounts	Variances with Final Budget - Positive (Negative)
EXPENDITURES				
General Government				
General Administration	$ 1,055,429	$ 1,187,861	$ 1,087,202	$ 100,659
Administrative Services	1,660,649	1,456,230	1,406,127	50,103
Legal	274,844	278,361	277,356	1,005
Finance	343,115	426,262	424,129	2,133
Municipal Court	417,537	264,161	263,812	349
Community Development	336,389	424,648	421,454	3,194
Building Department	384,500	337,956	335,804	2,152
Engineering	595,930	516,680	514,635	2,045
Total General Government	5,068,393	4,892,159	4,730,519	161,640
Public Safety				
Police	2,861,650	2,412,317	2,411,782	535
Fire	2,549,206	2,133,758	2,132,269	1,489
Administration	-	690,831	689,037	1,794
Total Public Safety	5,410,856	5,236,906	5,233,088	3,818
Public Works				
Streets and Roads	1,152,871	1,352,495	1,305,868	46,627
Facility Maintenance	187,562	186,196	183,902	2,294
Total Public Works	1,340,433	1,538,691	1,489,770	48,921
Parks and Public Property	946,320	910,072	885,860	24,212
Total Expenditures	12,766,002	12,577,828	12,339,237	238,591
Excess (Deficiency) of revenues Over Expenditures	1,434,479	1,696,179	2,288,324	592,145
OTHER FINANCING SOURCES (USES)				
Sale of Capital Assets	1,502,900	1,323,000	902,819	(420,181)
Operating Transfers In	240,000	520,000	520,000	-
Operating Transfers Out	(2,910,186)	(2,794,707)	(2,794,707)	-
Total Other Financing Sources (Uses)	(1,167,286)	(951,707)	(1,371,888)	(420,181)
Net Change in Fund Balance	267,193	744,472	916,436	171,964
Fund Balance - July 1	2,880,519	2,880,519	2,880,519	-
Fund Balance - June 30	$ 3,147,712	$ 3,624,991	$ 3,796,955	$ 171,964

See accompanying notes.

CITY OF SOUTH JORDAN

Redevelopment Agency Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance -
Budget and Actual
For the Year Ended June 30, 2003

	Original Budget	Final Budget	Actual Amounts	Variances with Final Budget - Positive (Negative)
REVENUES				
Taxes	$ 2,658,453	$ 1,980,237	$ 1,980,237	$ -
Interest	-	-	28	28
Miscellaneous	-	78,745	78,745	-
Total Revenue	2,658,453	2,058,982	2,059,010	28
EXPENDITURES				
General Government	1,984,600	1,681,754	1,677,818	3,936
Capital Outlay & Projects	-	4,000,000	4,000,000	-
Tax Increment Distributions	673,853	486,005	481,681	4,324
Bond Issuance Costs	-	100,000	98,555	1,445
Interest	-	67,479	67,479	-
Total Expenditures	2,658,453	6,335,238	6,325,533	9,705
Excess (Deficiency) of revenues Over Expenditures	-	(4,276,256)	(4,266,523)	9,733
OTHER FINANCING SOURCES (USES)				
Bond Proceeds	-	4,100,000	4,100,000	-
Total Other Financing Sources (Uses)	-	4,100,000	4,100,000	-
Net Change in Fund Balance	-	(176,256)	(166,523)	9,733
Fund Balance - July 1	183,402	183,402	183,402	-
Fund Balance - June 30	$ 183,402	$ 7,146	$ 16,879	$ 9,733

See accompanying notes.

Proprietary Fund Financial Statements

Water Fund
This fund is used to account for the activities of the City's water operations.

Sanitation Fund
This fund is used to account for the activities of the City's sanitation operations.

CITY OF SOUTH JORDAN

Statement of Net Assets
Proprietary Funds
June 30, 2003

	Business-type Activities - Enterprise Funds		
	Water Fund	Sanitation Fund	Total
ASSETS			
Current Assets			
Cash & Cash Equivalents	$ 824,844	$ -	$ 824,844
Restricted Cash	282,313	-	282,313
Accounts Receivable	959,566	224,543	1,184,109
Inventories	16,784	-	16,784
Due from Other Funds	260,896		260,896
Total Current Assets	2,344,403	224,543	2,568,946
Fixed Assets			
Land	1,240,303	-	1,240,303
Water Shares	16,633,395	-	16,633,395
Buildings and Structures	1,260,345	-	1,260,345
Improvements - Other than Buildings	22,058,701	-	22,058,701
Machinery and Equipment	1,214,543	-	1,214,543
Construction in Progress	753,865	-	753,865
Less Accumulated Depreciation	(6,396,396)	-	(6,396,396)
Fixed Assets Net of Accum Depreciation	36,764,756	-	36,764,756
Other Assets			
Investment in Landfill	-	2,178,011	2,178,011
Bond Issuance Costs	88,452	-	88,452
Accumulated Amortization	(11,794)	-	(11,794)
Total Other Assets	76,658	2,178,011	2,254,669
Total Assets	39,185,817	2,402,554	41,588,371
LIABILITIES			
Current Liabilities			
Accounts Payable	586,981	89,975	676,956
Accrued Liabilities	19,956	1,140	21,096
Interest Payable	28,060	-	28,060
Due to Other Funds	-	260,896	260,896
Construction Bonds and Refunds	27,904	-	27,904
Current Portion Compensated Absenses	11,748	978	12,726
Current Portion Note Payable	-	150,000	150,000
Current Portion Bonds Payable	110,000	-	110,000
Total Current Liabilities	784,649	502,989	1,287,638
Noncurrent Liabilities			
Note Payable	-	705,449	705,449
Bonds Payable	3,090,000	-	3,090,000
Total Noncurrent Liabilities	3,090,000	705,449	3,795,449
Total Liabilities	3,874,649	1,208,438	5,083,087
NET ASSETS			
Investment in Capital Assets, net of related debt	33,564,755	-	33,564,755
Restricted for:			-
Impact Fees	617,397	-	617,397
Debt Service	282,313	-	282,313
Unrestricted	846,703	1,194,116	2,040,819
Total Net Assets	$ 35,311,168	$ 1,194,116	$ 36,505,284

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2003

	Business-type Activities - Enterprise Funds		
	Water Fund	Sanitation Fund	Total
Operating Revenues			
Charges for Services	$ 5,059,485	$ 1,676,378	$ 6,735,863
Miscellaneous	2,282	-	2,282
Total Operating Revenue	5,061,767	1,676,378	6,738,145
Operating Expenses			
Costs of Services	3,456,110	1,123,465	4,579,575
General and Administrative	444,956	60,820	505,776
Depreciation	868,899		868,899
Total Operating Expenses	4,769,965	1,184,285	5,954,250
Operating Income (Loss)	291,802	492,093	783,895
Non-Operating Revenues (Expenses)			
Impact Fees	699,621	-	699,621
Increase in Joint Venture	-	79,464	79,464
Interest	28,110	-	28,110
Gain on Sale of Fixed Assets	1,925	-	1,925
Amortization of Bond Issuance Costs	(4,424)	-	(4,424)
Interest Expense	(173,953)	-	(173,953)
Total Non-OperatingRevenue (Expenses)	551,279	79,464	630,743
Net Income (Loss) Before Contributions and Transfers	843,081	571,557	1,414,638
Contributions and Operating Transfers			
Capital Contributions	953,498	-	953,498
Operating Transfers Out	(82,346)	(304,000)	(386,346)
Total Contributions & Operating Transfers	871,152	(304,000)	567,152
Change in Net Assets	1,714,233	267,557	1,981,790
Total Net Assets - Beginning	33,596,935	926,559	34,523,494
Total Net Assets - Ending	$ 35,311,168	$ 1,194,116	$ 36,505,284

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2003

	Water Fund	Sanitation Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from Customers and Users	$ 4,559,418	$ 1,606,534	$ 6,165,952
Payments to Suppliers	(3,273,972)	(1,114,687)	(4,388,659)
Payments to Employees	(463,475)	(53,727)	(517,202)
Net cash provided (used) by operating activities	821,971	438,120	1,260,091
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers In			
Advances from other funds	(57,611)	57,611	-
Transfers Out	(82,346)	(304,000)	(386,346)
Net Cash Provided (Used) by Noncapital Activities	(139,957)	(246,389)	(386,346)
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES			
Impact Fees	699,621	-	699,621
Purchase of capital assets	(1,580,506)	-	(1,580,506)
Proceeds from sales of capital assets	1,925	-	1,925
Repayment of Bonds and Capital Lease	(198,941)	(191,731)	(390,672)
Interest on Long-Term Debt	(175,570)	-	(175,570)
Net cash provided (used) by capital and related financing activities	(1,253,471)	(191,731)	(1,445,202)
CASH FLOW FROM INVESTING ACTIVITIES			-
Interest Income	28,110	-	28,110
Net increase (decrease) in cash and cash equivalents	(543,347)	-	(543,347)
Cash and cash equivalents - beginning of year	1,650,504	-	1,650,504
Cash and cash equivalents - end of year	$ 1,107,157	$ -	$ 1,107,157
Reconciliation of operating income to net cash provided (used) by operating activities:			
Operating Income (Loss)	$ 291,802	$ 492,093	$ 783,895
Adjustments to reconcile operating income to net cash provided (Used) by operating activities:			
Depreciation expense	868,899	-	868,899
(Increase) decrease in receivables	(507,653)	(69,845)	(577,498)
(Increase) decrease in inventory	(2,153)	-	(2,153)
Increase (decrease) in accounts payable	184,847	13,754	198,601
Increase (decrease) in accrued liabilities	(6,327)	1,140	(5,187)
(Increase) decrease in accrued vacation and sick leave	(7,444)	978	(6,466)
Total Adjustments	530,169	(53,973)	476,196
Net cash provided (used) by operating activities	$ 821,971	$ 438,120	$ 1,260,091
Noncash investing, capital, and financing activities:			
Contributions of capital assets from developers	953,498	-	953,498
Increase in equity investment in Trans-Jordan Landfill	-	79,464	79,464

See accompanying notes.

NOTES TO THE FINANCIAL STATEMENTS

SOUTH JORDAN
UTAH

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of South Jordan (the City) financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). Governments are also required to follow the pronouncements of the Financial Accounting Standards Board (FASB) issued through November 30, 1989 (when applicable) that do not conflict with or contradict GASB pronouncements. The City applies FASB pronouncements issued after that date to its business-type activities and enterprise funds. The more significant accounting policies established in GAAP and used by the City are discussed below.

In June 1999, the Governmental Accounting Standards Board (GASB) unanimously approved Statement No.34, Basic Financial Statements---and Management's Discussion and Analysis---for State and Local Governments. Certain of the significant changes in the Statement include the following:

- For the first time the financial statements include:
  - A Management Discussion and Analysis (MD&A) section providing an analysis of the City's overall financial position and results of operations.
  - Financial statements prepared using full accrual accounting for all of the City's activities, including infrastructure (roads, bridges, etc.).
- A change in the fund financial statements to focus on the major funds.

These and other changes are reflected in the accompanying financial statements (including notes to financial statements). The City has elected to implement the general provisions of the Statement in the current year and plans to retroactively report infrastructure (assets acquired prior to June 30, 2003) in the fiscal year ending June 30, 2003

A. Reporting Entity

The City of South Jordan was incorporated on November 8, 1935, under laws of the State of Utah Under the present form of government, administrative and legislative powers are vested in a governing body, consisting of the Mayor and a five-member City Council. They are assisted by a City Manager, who also is the City's budget officer. The Finance Director is currently responsible for the financial matters of the City, including money management, accounts payable, financial statements, and accounts receivable.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 1 – SUMMARY *(CONTINUED)*

The City provides the following services as mandated by law: Public Safety, Judicial Services, Highways and Streets, Sanitation, Parks, Cemetery, Water, Public Improvements, Planning and Zoning, and General Administrative Services.

The Comprehensive Annual Financial Report of the City includes the financial statements for all activities of the City based upon the criteria set forth in Governmental Accounting Standards Board (GASB) statement 14. The primary criteria for including a board or agency in this report is financial accountability which determines whether an entity is a component unit of the financial reporting entity. Blended component units, although legally separate entities, are in substance, part of the government's operations and so data from these units are combined with data of the primary government. Discretely presented component units are reported in a separate column in the combined financial statements to emphasize they are legally separate from the City. Currently, the City has no discretely presented component units.

Blended Component Units.
The Municipal Building Authority was created by the City during fiscal year 1995 and is governed by the City's Mayor and Council. The authority uses the proceeds of its tax-exempt bonds to finance the construction or acquisition of general capital assets for the City. The bonds are secured by a lease agreement with the City and will be retired through lease payments from the City. The financial statements of the Municipal Building Authority are included in the accompanying financial statements as a blended component unit.

The Redevelopment Agency is governed by a separate governing board, who are the City's Mayor and Council. The financial statements of the Redevelopment Agency are included in the accompanying financial statements as a blended component unit.

Glenmoor Special Services District provides and maintains recreational services and facilities for City Citizens residing within the district. Glenmoor Special Service District was organized on November 15, 1983, as a quasi-municipal corporation and is a legally separate entity which body consists of the Mayor and City Council. The City has control and supervisory authority over all activities and budgets of the of the District and reserves the power to issue bonds or levy a tax on the taxable property of the District. The District's financial statements are included as a blended component unit. In prior years, the district had a separately elected governing board and was treated as a discretely presented component unit in the financial statements. In June 2003, the Glenmoor District was dissolved. Therefore, in future annual reports, Glenmoor will not be a component unit of the City.

The Municipal Building Authority, The Redevelopment Agency, and the Glenmoor Special Services District are considered blended component units since the governing board in each case is the same governing board of the City.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 1 – SUMMARY *(CONTINUED)*

The Municipal Building Authority is presented as a capital projects fund and the Redevelopment Agency and Glenmoore Special Service District are presented as special revenue funds in the financial statements

Complete financial statements for each of the individual component units may be obtained at the entity's administrative offices.

South Jordan City Municipal Building Authority
1600 West Town Center Drive
South Jordan City, Utah 84095

South Jordan City Redevelopment Agency
1600 West Town Center Drive
South Jordan City, Utah 84095

Glenmoor Special Service District
1600 West Town Center Drive
South Jordan City, Utah 84095

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net assets and the statements of changes in net assets) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 1 – SUMMARY *(CONTINUED)*

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when susceptible to accrual (i.e., when they are "measurable and available"). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The government considers all revenues available if they are collected within 60 days after the year-end. Expenditures are recorded when the related fund liability is incurred, except for unmatured interest on general long-term debt as well as expenditures related to compensated absences, claims, and judgments, which are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, and earned but unreimbursed state and federal grants associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. Only the portion of the special assessments receivable due within the fiscal period is considered susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The government reports the following major governmental funds:

The *general fund* is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

The *debt service* fund is used to account for the accumulation of resources for, and the payment of, long-term debt principal, interest, and related costs.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 1 – SUMMARY (*CONTINUED*)

The *redevelopment agency special revenue fund* accounts for the activities of the agency, a blended component unit of the city. The agency is an entity established to further public purpose in the redevelopment of particular city areas.

The *municipal building authority capital projects fund* accounts for the activities of the authority, a blended component unit of the city. The fund accounts for the construction of the capital facilities of the city.

The *construction capital projects fund* accounts for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by the proprietary fund).

The government reports the following major proprietary funds:

The *water fund* accounts for the activities of the City's water operations.

The *sanitation fund* accounts for the activities of the City's sanitation operations.

Additionally the government reports the following fund types:

Special revenue funds are used to account for the proceeds of specific revenue sources (other than sources for major capital projects) that are legally restricted to expenditures for specified purposes.

Permanent funds account for resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs.

As a general rule the effect of interfund activity has been eliminated form the government-wide financial statement. Exceptions to this general rule are payments to the general fund by the various enterprise funds for providing administrative services for such funds. Elimination of these charges would distort the direct costs and program revenue reported for the various functions concerned.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principle ongoing operations.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 1 -- SUMMARY (*CONTINUED*)

D. Assets, Liabilities, and Net Assets or Equity

1. Deposits and investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Investments consist of amounts deposited with Utah Public Treasurers' Investment Fund, treasury bills of the U.S. Government, and money market funds. Investments are stated at fair value, which approximates cost.

2. Receivables and payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to either "due to/due from other funds".

3. Inventories and prepaid items

All inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

4. Restricted Assets

Restricted assets are comprised of cash restricted for future payments of principal and interest on debt services.

5. Capital assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

NOTE 1 – SUMMARY (*CONTINUED*)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government is depreciated using the straight line method over the following estimated useful lives:

Assets	Years
Buildings and structures	30-50
Improvements other than buildings	20-50
Infrastructure	30-50
Machinery and equipment	5-10
Furniture and fixtures	5-10

6. Compensated Absences

City employees accrue earned vacation and sick leave throughout the year. They are allowed to carry forward into the next calendar year accrued vacation up to 320 hours and all sick leave, but are encouraged to take their vacation leave within the calendar year in which it is earned. All employees are required to take at least one full week of vacation leave during the calendar year. Upon termination of employment, an employee will be compensated for all unused vacation leave, but forfeits any accumulated sick leave.

All vacation pay is accrued when incurred in the government-wide, proprietary, and fiduciary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 1 – SUMMARY (*CONTINUED*)

7. Taxes

In Utah, county governments assess, levy, collect and disburse two principal types of tax: (1) personal property tax which is assessed on business assets other than real estate, and (2) tax on real estate and improvements. Business personal property and real estate taxes attach as an enforceable lien on property as of January 1st. Taxes are levied on all business personal property on January 1st and real estate and improvement taxes are assessed on January 1st and are payable by November 30th. The real property taxes that are due in November are reported as a receivable from property taxes on the financial statements. Because these taxes are not considered available to liquidate liabilities of the current period, they are offset by deferred revenue.

The City Council is authorized by state statute to levy a tax against all real and personal property located within its boundaries. The Council must set a tax rate by June 22nd each year. The County Treasurer, acting as a tax collector, must settle and disburse all tax collections to all taxing entities on a routine basis.

8. Long-term obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net assets. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the accrual debt proceeds received, are reported as debt service expenditures.

9. Fund Equity

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance represent tentative management plans that are subject to change.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 1 – SUMMARY (*CONTINUED*)

10. Use of Estimates

Presenting financial statements in conformity with Generally Accepted Accounting Principles requires management to make certain estimates concerning assets, liabilities, revenues, and expenses. Actual results may vary from these estimates.

NOTE 2 – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANICAL STATEMENTS

A. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net assets

The governmental fund balance sheet includes a reconciliation between *fund balance – total governmental funds* and *net assets – governmental activities* as reported in the government-wide statement of net assets.

This difference primarily results from the long-term economic focus of the statement of net assets versus the current financial resources focus of the governmental fund balance sheets.

Capital related items:

When capital assets (property, plant, and equipment) that are to be used in governmental activities are purchased or constructed, the cost of these assets are reported as expenditures in governmental funds. However, the statement of net assets includes those capital assets among the assets of the city as a whole.

Cost of capital assets	$118,752,889
Accumulated depreciation	(22,396,601)
Net adjustment to increase *fund balance - total governmental funds* to arrive at *net assets – governmental activities)*	$ 96,356,288

NOTE 2 – RECONCILIATION (*CONTINUED*)

Long-term debt transactions:

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities in the fund statements. All liabilities (both current and long-term) are reported in the statement of net assets.

Bonds payable	$ 38,016,000
Less: Deferred charge for issuance Costs (to be amortized over life of debt)	(887,198)
Plus: Bond premium (to be amortized to interest income)	139,326
Accrued interest payable	802,740
Capital lease payable	1,949,845
Compensated absences	378,146
Notes Payable	331,300
Net adjustment to reduce *fund balance - total governmental funds* To arrive *at net assets – governmental activities*	$ 40,730,159

B. Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities

The governmental fund statement of revenues, expenditures and changes in fund balances includes a reconciliation between *net changes in fund balances – total governmental funds* and *changes in net assets of governmental activities* as reported in the government-wide statement of activities. One element of that reconciliation explains that "governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense."

Capital outlay	$ 20,855,807
Depreciation expense	(3,623,601)
Net adjustment to increase *net changes in fund balances- total governmental funds* to arrive *at changes in net assets of governmental activities*	$ 17,232,206

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 2 – RECONCILIATION (*CONTINUED*)

Another element of that reconciliation states that "The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to increase net assets."

In the statement of activities, only the *gain* on the sale of capital assets is reported. However, in the Governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net assets differs from the change in fund balance by the cost of the capital assets sold.	($ 379,094)
The statement of activities reports *losses* arising from the trade-in of existing capital assets to acquire new capital assets. Conversely, governmental funds do not report any gain or loss on a trade-in of capital assets.	(20,000)
Net adjustment to increase *net changes in fund balances – total governmental funds* to arrive at *changes in net assets of governmental activities*	($ 399,094)

Another element of that reconciliation states that "the issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities."

Debt issued or incurred:	
Capital lease financing	($ 859,163)
Redevelopment tax increment bond	(4,100,000)
2002 Lease revenue bond	(9,390,000)
Special assessment bond	(7,470,000)
Interim warrants	(411,711)
Plus premiums	(146,330)
Issuance cost amortization	(65,561)
Total debt incurred	22,442,765

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 2 – RECONCILIATION (*CONTINUED*)

Principal payments	
Capital leases	$ 358,926
Lease purchase revenue bonds	209,000
Excise tax road bond	240,000
Sales tax revenue bond	570,000
Interim warrants	6,252,287
Bond premium amortization	7,003
Bond issuance costs	594,859
Claims and judgments	53,460
Total principal payments	8,285,535
Net adjustments to decrease *net changes in fund balances-total* Governmental funds to arrive at *changes in net assets of governmental activities*	($14,157,230)

Another element of that reconciliation states that "Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds."

Compensated absences	($ 103,377)
Accrued interest	(314,264)
Net adjustment to decrease *net changes in fund balances – total governmental funds* to arrive at *changes in net assets of governmental activities*	($ 417,641)

NOTE 3 – BUDGETS AND BUDGETARY ACCOUNTING

Annual budgets are prepared and adopted in accordance with the Uniform Fiscal Procedures Act adopted by the State of Utah. Once a budget has been adopted, it remains in effect until it has been formally revised. Furthermore, in accordance with state law, all appropriations lapse at the end of the budget year. If any obligations are contracted for and are in excess of adopted budget, they are not a valid or enforceable claim against the City. Budgets are adopted on a basis consistent with generally accepted accounting principles. All funds of the City have legally adopted budgets.

The City adheres to the following procedures in establishing the budgetary data reflected in the financial statements:

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 3 – BUDGETS AND BUDGETARY ACCOUNTING (*CONTINUED*)

A. On or before the first regularly scheduled meeting of the City Council in May, the City administrator, authorized under state statute to be appointed budget officer, submits a proposed operation budget. The operating budget includes proposed expenditures and the means of financing them.

B. A public hearing is held at which time the taxpayers' comments are heard. Notice of the hearing is given in the local newspaper at least seven days prior to the hearing. Copies of the proposed budget are made available for public inspection ten days prior to the public hearing.

C. On or before June 22nd, a final balanced budget must be adopted through passage of a resolution for the subsequent fiscal year beginning July 1st.

D. Control of budgeted expenditures is exercised, under state law, at the departmental level. The City Administrator, however, acting as budget officer, has the authority to transfer budget appropriations between line items within any department of any budgetary fund. The City Council, by resolution, has the authority to transfer budget appropriations between the individual departments of any budgetary fund.

E. Budget appropriations for any department may be reduced by resolution.

F. A public hearing as required in B) above, must be held to increase the total appropriations of any one governmental fund type; however, after the original public hearing, operating and capital budgets of proprietary fund types may be increased by resolution without an additional hearing.

G. Encumbrances lapse at year end. Encumbered amounts carry over to the following year and are subject to reappropriation. Therefore, no encumbrances are presented in the financial statements.

During the budget year, the City modified the budget on several occasions using the above procedures.

NOTE 4 – CASH, CASH EQUIVALENTS AND INVESTMENTS

The City maintains a cash and investment pool that is available for use by all funds. At June 30, 2003 the City's cash balance consisted of the following:

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 4 – CASH *(CONTINUED)*

	Total Cash from All Fund Types
Cash, Cash Equivalents, and Temporary Cash Investments	$19,490,731
Cash and Cash Equivalents – Permanent Fund	380,616
Total Cash and Cash Equivalents	$19,871,347

While the City's carrying amount of deposits was $19,871,347 the balance in the City's bank account and cash on hand was $20,581,225, with the difference being due to outstanding checks and deposits in transit.

Deposits
Utah state statutes do not require deposits to be collateralized. The City follows the requirements of the Utah Money Management Act (the Act) in handling its depository and temporary investment transactions. The law requires the depositing of City funds in a "qualified depository".. The Act defines a "qualified depository" as any financial institution whose deposits are insured by an agency of the Federal Government and which has been certified by the Commissioner of financial Institutions as meeting the requirements of the Act and adhering to the rules of The Utah Money Management Council. The amounts of total bank balances are classified in three categories of credit risk.

1) Insured or collateralized with securities held by the City or by its agent in the City's name.
2) Collateralized with securities held by the pledging financial institutions trust department or agent in the City's name.
3) Uncollateralized, including any bank balance that is collateralized with securities held by the pledging financial institution, or by its trust department or agent but not in the City's name.

Investments
The Act also defines the type of securities allowed as appropriate temporary investment transactions. Investment transactions are to be conducted through qualified depositories or primary reporting dealers. Permitted investments include deposits of qualified depositories, repurchased agreements, commercial paper rated P-1 by Moody's or A-1 by Standard and Poors, Inc., Bankers Acceptances, Obligations of the U.S. Treasury, and certain tax anticipation and obligation bonds. The City is also authorized to invest in other financial investments as authorized in Utah Code 57-7-11. The City's investments are categorized below to give an indication of the level of risk assumed by the City at year end. All investments held by the City at June 30, 2003, comply with the provisions of the Act.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
ED JUNE 30, 2003

NOTE 4 – CASH (*CONTINUED*)

The City's investments are categorized to give an indication of the level of risk assumed by the City. The categories are described as follows:

1) Insured or registered, with securities held by the City or its agent in the City's name.

2) Uninsured and unregistered, with securities held by the counter party's trust department or agent in the City's name.

3) Uninsured and unregistered, with securities held by the counter party, or its trust department or agent but not in the City's name.

Cash, cash equivalents and investments at June 30, 2003 are summarized as follows:

	Categories			Bank Balance/	Carrying
	1	2	3	Fair Value	Amount
Primary Government					
Cash and Deposits					
Cash on Hand	$ 7,278	$ -	$ -	$ 7,278	$ 7,278
Deposits - FDIC Insured	200,000	-	-	200,000	200,000
Deposits - Uninsured	-	-	12,212,667	12,212,667	11,502,789
Total Cash and Deposits	207,278	-	12,212,667	12,419,945	11,710,067
Investments					
State Treasurer's Investment Pool				8,161,280	8,161,280
Total Primary Government	$ 207,278	$ -	$ 12,212,667	$ 20,581,225	$ 19,871,347

State Treasurer's Investment Pool
The fair value of the City's position in the State Treasurer's Investment Pool is the same as the value of the pool shares. The Public Treasurer's Investment Pool is managed and overseen by the Utah State Treasurer. The State Treasurer invests in compliance with the Utah Money Management Act.

NOTE 5 - RECEIVABLES

Receivables as of year end for the government's individual major fund and nonmajor, internal service, and fiduciary funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 5 – RECEIVABLES *(CONTINUED)*

	General	Debt Service	RDA	Construction	Water	Sanitation	Non major Governmental	Total
Receivables:								
Accounts	66,812		12,583		973,893	227,237		1,280,525
Property Tax	2,833,939		2,226,753				1,613	5,062,305
Other Taxes	766,198							766,198
Special								-
Assessments		7,470,000						7,470,000
Intergovernmental				125,416			21,402	146,818
Less Allowance								-
For uncollectible								-
accounts	(790)				(14,327)	(2,694)		(17,811)
	3,666,159	7,470,000	2,239,336	125,416	959,566	224,543	23,015	14,708,035

NOTE 6 – NOTES RECEIVABLE

During the year the City sold their old city hall. A portion of the sale was financed by a $843,215 note. The note carried a 6% interest rate. Subsequent to the balance sheet date the note has been paid in full.

NOTE 7 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

The composition of interfund balances as of June 30, 2003 is as follows:

Due to/from other funds:

Receivable fund	Payable Fund	Amount
General	Non major governmental fund	$ 21,183
Water	Sanitation	260,896
Total		$ 282,079

Interfund Transfers:

	Transfer In:					
	General	Debt Service	MBA	Construction	Non Major Governmental	Total
Transfer Out:						
General		1,780,583	188,124	826,000		2,794,707
Debt Service						-
MBA	280,000					280,000
Construction	117,000	1,206,073	57,000			1,380,073
Non Major						-
Governmental	123,000					123,000
Business Type		154,346		132,000	100,000	386,346
Total Transfer Out:	520,000	3,141,002	245,124	958,000	100,000	4,964,126

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 7 – INTERFUND RECEIVABLES *(CONTINUED)*

Governmental funds report *deferred revenue* in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of *deferred revenue* and *unearned revenue* reported in the governmental funds were as follows:

	Unavailable	Unearned
Property taxes receivable (general fund)	$ 2,774,012	
Property taxes receivable (redevelopment agency)	2,226,753	
Special assessments not yet due (debt service fund)	7,470,000	
Total deferred/unearned revenue for governmental funds	$12,470,765	$ 0

NOTE 8 – CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2003 was as follows:

Primary Government

	July 1, 2002	Increases	Decreases	June 30, 2003
Governmental Activities:				
Capital assets, not being depreciated:				
Land	$ 7,015,346	$ 4,428,569	$	$11,443,915
Construction in progress	265,976	7,472,524		7,738,500
Total capital assets, not being depreciated	7,281,322	11,901,093		19,182,415
Capital assets, being depreciated:				
Buildings	5,447,812	48,247	(561,407)	4,934,652
Improvements other than buildings	3,047,966	1,637,617		4,685,583
Machinery and equipment	4,136,027	2,786,975	(176,185)	6,746,817
Infrastructure	78,492,371	4,711,051		83,203,422
Total capital assets being depreciated	91,124,176	9,183,890	(737,592)	99,570,474
Less accumulated depreciated for:				
Buildings	(495,403)	(103,191)	182,311	(416,283)
Improvements other than buildings	(649,169)	(233,771)		(882,940)
Machinery and equipment	(2,320,649)	(767,031)	176,184	(2,911,496)
Infrastructure	(15,666,273)	2,519,608		(18,185,882)
Total accumulated depreciation	19,131,494	3,623,601	358,495	22,396,601
Total capital assets, being depreciated, net	71,922,682	5,560,289	(379,097)	77,173,873
Governmental activities capital assets, net	$79,274,004	$17,461,382	($379,097)	$96,356,288

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 8 – CAPITAL ASSETS (*CONTINUED*)

	July 1, 2002	Increases	Decreases	June 30, 2003
Business type activities:				
Capital assets, not being depreciated:				
Land	$ 1,240,303	$	$	$ 1,240,303
Construction in progress	75,896	711,024	(33,055)	753,865
Water shares	16,050,624	582,770		16,633,394
Total capital assets, not being depreciated	17,366,823	1,293,794	(33,055)	18,627,562
Capital assets, being depreciated:				
Buildings and structures	1,260,345			1,260,345
Improvements other than buildings	20,993,590	1,065,110		22,058,700
Machinery and equipment	1,157,013	208,155	(150,624)	1,214,544
Total capital assets, being depreciated	23,410,948	1,273,265	(150,624)	24,533,589
Less accumulated depreciation for:				
Buildings and structures	(154,299)	(41,980)		(196,279)
Improvements other than buildings	(4,700,340)	(698,586)		(5,398,926)
Machinery and equipment	(823,481)	(128,333)	150,624	(801,190)
Total accumulated depreciation	(5,678,120)	(868,899)	150,624	(6,396,395)
Total capital assets, being depreciated, net	17,732,828	404,366	0	18,137,194
Business-type activities capital assets net	$ 35,099,651	$1,698,160	$ (33,055)	$36,764,756

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	$ 447,927
Public safety	269,080
Public Works	2,649,797
Parks	256,797
Total depreciation expense – governmental activities	$3,623,601
Business – type activities:	
Water	$ 868,899

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 8 – CAPITAL ASSETS (*CONTINUED*)

Construction commitments

The government has various construction projects as of June 30, 2003. The government's commitments with contractors are as follows:

Project	Remaining Commitment
City street construction	$ 668,235
City Hall construction	548,044
Recreation Center	5,879,579
Additional waterlines	705,000
Total	$ 7,800,858

NOTE 9 – CAPITAL LEASE COMMITMENTS

The City during 2002 executed a new lease in the amount of $1,428,000 payable in annual installments for 5 years. During 2003, the City executed a new lease in the amount of $567,577 payable in annual installments over 10 years. Also during 2003, the City executed a new lease in the amount of $291,586 payable in annual installments over 6 years.

The assets acquired through capital leases are as follows:

	Governmental Activities
Asset:	
Machinery and Equipment	$1,940,913
Less: Accumulated Depreciation	(430,196)
Total	$1,510,717

Amortization of capital assets purchased under capital leases are included in depreciation.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 9 – CAPITAL LEASE COMMITMENTS *(CONTINUED)*

The present value of future minimum capital lease payments under these leases as of June 30, 2003 are:

Fiscal Year	Amount
2004	$ 447,805
2005	447,805
2006	447,805
2007	447,805
2008	124,466
2009-2012	339,186
Total minimum lease payments	2,254,872
Less amounts representing interest	(305,027)
Present value of minimum lease payments	$1,949,845

At June 30, 2003, the City's capital leases payable balance consisted of the following:

	Total Capital Leases Payable All Fund Types
Capital Leases Payable	$1,949,845
Current Portion Capital Leases Payable	(359,979)
Long Term Capital Leases Payable	$1,589,866

NOTE 10 - LONG-TERM DEBT

Bonds and notes payable at June 30, 2003, are comprised of the following:

Sales Tax Revenue Bond:	
$15,000,000 Sales Tax Revenue Bond due in annual principal and semi-annual interest payments through August, 2026 - Interest is at varying rates from 3.50 to 5.20%	$ 14,430,000
Redevelopment Tax Increment Bond:	
$4,100,000 Tax Increment Bond due in annual principal and semi-annual interest payments through December of 2007 – Interest rate of 3.75%	4,100,000

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 10 - LONG-TERM DEBT *(CONTINUED)*

2002 Lease Revenue Bond:	
$9,390,000 Revenue Series Bond due in annual principal and semi-annual interest payments through September of 2023 - Interest is at a varying rate from 2.50% to 4.00%	$9,390,000
Excise Tax Road Bond:	
$2,865,000 Excise Tax road bonds due in annual principal and semi-annual interest payments through November 2010 - Interest is at a varying rate from 4.90 to 5.00%	2,400,000
Lease Purchase Revenue Bonds:	
$1,645,000 revenue series bonds due in annual principal payments and semi-annual interest payments through June 1, 2004 - interest rate of 5.15%	226,000
Water Revenue Bonds:	
$3,400,000 Water Revenue Bonds due in annual principal and semi-annual interest payments through November 2020 - interest is at a varying rate from 4.40 to 5.50%	3,200,000
2002 Special Assessment Bond:	
$7,470,000 special assessment bond due in annual principal and interest payments through November 2017 - Interest is at a varying rate from 5.50% to 6.875%	7,470,000
Note payable (Related Party - Trans-Jordan):	
$1,900,000 non-interest bearing note payable in monthly installments through September 2005 - monthly payment calculated at the difference between the old landfill tipping fees and the lower member landfill tipping fees	855,449
Note Payable:	
$368,343 Note Payable on land purchase due in annual principal and interest payments through October of 2004 - Interest rate is at 6.00%	229,173

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 10 - LONG-TERM DEBT (*CONTINUED*)

Note payable:	
$273,294 note payable to URMMA. This payable is a result of insurance claims against the City. The additions reflect new insurance claims. The deductions represent payments made to URMMA. Payable over five years - due quarterly - This note bears no interest	102,127
Total Bonds and Notes (All Funds)	$42,402,749

The future annual requirements for all outstanding bond and note obligations as of June 30, 2003 are as follows:

	All Bonds and Notes		
Fiscal Year	Principal	Interest	Total
200	$ 1,622,306	$ 2,033,560	$ 3,655,866
2005	1,830,994	1,967,211	3,798,205
2006	2,212,448	1,897,499	4,109,947
2007	1,725,001	1,826,865	3,551,866
2008	5,122,000	1,690,340	6,812,340
2009-2013	8,375,000	6,954,021	15,329,021
2014-2018	9,570,000	4,667,531	14,237,531
2019-2023	7,510,000	2,095,979	9,605,979
2024-2028	4,435,000	416,872	4,851,872
Total	$42,402,749	$23,549,878	$65,952,627

Changes in Long Term Debt

Governmental Activities:	2002	Additions	Reductions	2003	One Yr
Bonds Payable:					
Lease purchase revenue Bonds	$ 435,000	$ 0	$ 209,000	$ 226,000	$ 226,000
Excise tax road bond	2,640,000		240,000	2,400,000	255,000
Sales tax revenue bond	15,000,000		570,000	14,430,000	345,000
Redevelopment tax Increment bond		4,100,000		4,100,000	0
2002 Lease revenue bond		9,390,000		9,390,000	0
Interim warrants	5,840,576	440,711	6,281,287		0
Special assessment bond		7,470,000		7,470,000	300,000
Notes payable		368,343	139,170	229,173	134,179
Capital leases	1,429,605	859,163	338,926	1,949,842	359,976
Compensated Absences	274,770	103,376		378,146	378,146
Claims and judgments	155,587	17,966	71,426	102,127	102,127
Govt Activities long-term Debt.	$25,775,538	$22,749,559	$7,849,809	$40,675,288	$ 2,100,428

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 10 - LONG-TERM DEBT (*CONTINUED*)

	July 1, 2002	Additions	Reductions	June 30, 2003	Due in One Year
Business Type Activities:					
Bonds payable:					
General obligation water bond	$ 70,000	$	$ 70,000	$ 0	$ 0
Water revenue bonds	3,305,000		105,000	3,200,000	110,000
Note payable-Trans-Jordan Landfill	1,047,180		191,731	855,449	150,000
Capital leases payable	23,938		23,938	0	0
Compensated absences	19,192	978	7,444	12,726	12,726
Business type activities long-term debt	$ 4,465,310	$ 978	$398,113	$4,068,175	$ 272,726

NOTE 11 - RETIREMENT PLAN

Plan Description. The City of South Jordan contributes to the Local Governmental Contributory Retirement System, Public Safety Retirement System, and Fire Fighters Retirement System which are for employers with Social Security coverage cost-sharing multiple-employer defined benefit pension plans administered by the Utah Retirement Systems (Systems). Utah Retirement Systems provide refunds, retirement benefits, annual cost of living adjustments and death benefits to plan members and beneficiaries in accordance with retirement statutes.

The Systems are established and governed by the respective sections of Chapter 49 of the Utah Code Annotated 1953 as amended. The Utah State Retirement Office Act in Chapter 49 provides for the administration of the Utah Retirement Systems and Plans under the direction of the Utah State Retirement Board (Board) whose members are appointed by the Governor. The Systems issue a publicly available financial report that includes financial statements and required supplementary information for the Local Governmental Contributory Retirement System, Local Governmental Noncontributory Retirement System, Public Safety Retirement System, and Fire Fighters Retirement System which are for employers with Social Security coverage. A copy of the report may be obtained by writing to the Utah Retirement Systems, 540 East 200 South, Salt Lake City, Utah, 84102 or by calling 1-800-365-8772.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 11 - RETIREMENT PLAN (*CONTINUED*)

Funding Policy. Plan members in the Local Governmental Contributory Retirement system are required to contribute 6.0% of their annual covered salary (all or part may be paid by the employer for the employee) and South Jordan City is required to contribute 4.68% of their annual covered salary. In the Public Safety Retirement System for employers with Social Security coverage contributory division members are required to contribute 12.29% of their salary (all or part may be paid by the employer for the employee) and South Jordan City is required to contribute 2.17% of their annual salary. In the Fire Fighters coverage plan, members are required to contribute 7.82% of their annual covered salary (all or part may be paid by the employer for the employee). The contribution rates are the actuarially determined rates. The contribution requirements of the Systems are authorized by statute and specified by the Board.

South Jordan City contributions to the Local Governmental Contributory Retirement System for the years ending June 30, 2003, 2002 and 2001 were $371,557, $281,646 and $239,389 respectively. The contributions were equal to the required contributions for each year.

For the Public Safety Retirement System the contributions for June 30, 2003, 2002 and 2001 were $133,892, $108,350 and $118,136 respectively and for the Fire Fighters Retirement System the contributions for June 30, 2003, 2002 and 2001 were $100,459, $70,133 and $93,471 respectively. The contributions were equal to the required contributions for each year.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

Litigation - The City is a defendant in certain legal actions and pending actions, or in process for miscellaneous claims. The ultimate liability that might result from the final resolution of the above matters is not presently determinable. City management is of the opinion that the final outcome of the cases will not have an adverse material affect on the City's financial statements.

NOTE 13 - RESERVED FUND BALANCES

The City has reserved fund balance amounts for inventory, prepaid expenses, and providing perpetual maintenance care for the cemetery. The City has restricted net assets in the Water Fund and reserved fund balance in the Capital Projects Fund for unspent impact fees. These fees will be used to construct appropriate projects as designated by the impact fee ordinance. The City has restricted net assets in the Water Fund and reserved fund balance in the Debt Service fund for the Debt Service requirement of the bonds acquired. The city has also reserved fund balance in the Capital Projects fund for long term receivables.

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 14 - RISK MANAGEMENT

The City is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City participates in the Utah Risk Management Mutual Association (a public entity risk pool). All claims are submitted to the Utah Risk Management Mutual Association which acts as a commercial insurer. The Association is obligated to pay all claims covered by its plan. All claims are subject to a $5,000 deductible. The deductible is accrued as a current liability when the claim is incurred. The Utah Risk Management Mutual Association covers claims up to $10,000,000. The City has not incurred a claim in excess of its coverage for any of the past three fiscal years.

NOTE 15 - REDEVELOPMENT AGENCY

The South Jordan City Redevelopment Agency was established to further public purposes in the redevelopment of certain City areas. For the year ended June 30, 2003, the following activity occurred in the City's Redevelopment Agency:

Tax increment collection from other taxing agencies for various project areas	$1,980,237
Tax increment paid to other taxing agencies	481,681
Outstanding loans to finance RDA projects	4,100,000
Amounts refunded to South Jordan City for up-front costs	1,456,687
Amounts expended for site improvements and preparation costs	4,000,000
Amounts expended for installation of public utilities and other public improvements	0
Amounts expended for administrative costs	1,843,852

NOTE 16 - EQUITY IN JOINT VENTURE

Trans-Jordan Cities

City of South Jordan joined in a joint venture with several other municipalities to create the Trans-Jordan Cities Landfill (Trans-Jordan). Trans-Jordan was created for the purpose of operating and maintaining a landfill for the benefit of member municipalities. The City of South Jordan uses the equity method to account for its investment in the association.

A. Ownership

In accordance with the Utah Inter-local Cooperation Act (which created Trans-Jordan), all assets revert to the participating cities upon dissolution. Participants' share of these assets are based on each participating City's payment of usage fees and charges in proportion to fees paid by all participating cities for the preceding ten fiscal years. Member=s participating interests are adjusted according to the above formula annually. As of June 30, 2003, these percentages are as follows:

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 16 - EQUITY IN JOINT VENTURE (*CONTINUED*)

Participating Cities	Fees & Charges for Ten Preceding Years	Percent
Midvale City, Utah	$ 751,371	6.21%
Murray City, Utah	1,288,946	10.66
Sandy City, Utah	4,461,605	36.89
South Jordan City, Utah	975,465	8.06
West Jordan City, Utah	3,210,118	26.54
Draper, Utah	640,951	6.34
Riverton, Utah	767,018	5.30
Total	$12,095,474	100.00%

B. Trans-Jordan's Board of Directors governs the operations of Trans-Jordan through management employed by the Board. Since Trans-Jordan is subject to the same laws as the creating entities, it must follow State law for cities in the areas of fiscal management, budgeting, and financing.

C.

	Trans-Jordan Cities	South Jordan City's Share
Total Assets	$16,782,574	$1,353,464
Total Liabilities	$ 3,774,220	$ 304,379
Total Equity	$13,008,354	$1,049,084
Total Operating Revenues	$4,892,341	$ 394,553
Total Operating Expenses	4,741,550	382,392
Net Operating Income	150,791	12,161
Total Non-Operating Income (Expense)	834,540	67,303
Net Income	$ 985,331	$ 79,464

D. The joint venture has the following long-term debt:

	Total Amount	South Jordan City's Share
Closure and Post-closure Liability	$3,454,311	$278,580

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 16 - EQUITY IN JOINT VENTURE (*CONTINUED*)

E. Audited financial statements for Trans-Jordan Cities are available at the Trans-Jordan office.

Trans-Jordan Cities
10873 South 7200 West
South Jordan, UT 84095

F. At year end the City of South Jordan had a related party note payable to Trans-Jordan in the amount of $855,449 (see Note 10). The note applied to the original purchase of the investment in Trans-Jordan. In accordance with the agreement between Trans-Jordan and the participating cities, the balance of the note unpaid as of September 2005 will be discharged by Trans-Jordan.

NOTE 17 - LINE OF CREDIT

During the year, the City acquired a line of credit with a financial institution in the amount of $1,500,000. As of June 30, 2003, no funds had been drawn on the account.

NOTE 18 - SUBSEQUENT EVENTS

Subsequent to the balance sheet date, the City acquired a $22,480,000 Water Revenue Bond in conjunction with various water projects.

NOTE 19 - SEGMENT INFORMATION FOR ENTERPRISE FUNDS

The City maintains Enterprise Funds which provide water, secondary water, and sanitation services. Selected unaudited information for these funds for the year ended June 30, 2003 is as follows:

	Water Fund	Sanitation Fund	Total
Operating Revenue	$5,061,767	$1,676,378	$ 6,738,145
Depreciation	(868,899)		(868,900)
Other Operating Expenses	(3,901,066)	(1,184,285)	(5,085,351)
Operating Income (Loss)	291,802	492,093	783,895
Non Operating Revenues (Expenses)	551,279	79,464	630.743
Contributed Capital	953,498	-	953,498
Operating Transfers In	-	-	-

CITY OF SOUTH JORDAN
NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2003

NOTE 19 - SEGMENT INFORMATION (*CONTINUED*)

	Water Fund	Sanitation Fund	Total
Operating Transfers Out	(82,346)	(304,000)	(386,346)
Net Income (Loss)	$ 1,714,233	$ 267,557	$ 1,981,790
Property and Equipment (net of depreciation)	$36,764,756	$ 0	$36,764,756
Cash and Cash Equivalents	1,107,157	0	1,107,157
Net Working Capital	1,559,754	(278,446)	1,281,308
Total Net Assets	35,311,168	1,194,116	36,505,284
Total Assets	39,185,817	2,402,554	41,588,371
Fixed Asset Acquisitions	2,534,004	0	2,534,004
Fixed Asset Disposals	150,624	0	150,624

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APPENDIX B

EXTRACTS OF CERTAIN PROVISIONS OF THE PRINCIPAL DOCUMENTS

The following are certain of the definitions contained in the General Indenture and the Master Lease and extracts of certain provisions of the General Indenture and the Master Lease. Reference is hereby made to the actual General Indenture and Master Lease for a complete recital of their terms. During the period of the offering of the Series 2004 Bonds, copies of the General Indenture and Master Lease will be available from the Underwriter. Subsequent to the offering of the Series 2004 Bonds, copies of the General Indenture and Master Lease may be obtained from the Trustee.

CERTAIN DEFINITIONS

"Act" means collectively, the Building Authority Act, the Nonprofit Corporation Act and, to the extent applicable, the Refunding Bond Act.

"Additional Bonds" means all Bonds (other than the Initial Bonds) issued under the Indenture.

"Additional Rentals" means the cost of all taxes, insurance premiums and expenses payable by, and fees of, the Trustee and its Counsel with respect to the Bonds and other charges and costs which the City assumes or agrees to pay exclusively from City Funds under the Master Lease, together with all interest and penalties that may accrue thereon in the event that the City shall fail to pay the same, as specifically set forth in the Master Lease.

"Amendment to Master Lease" means any amendment to the Master Lease between the Authority, as lessor, and the City, as lessee, entered into pursuant to and in compliance with the provisions of the Master Lease and the General Indenture.

"Authority" means the Municipal Building Authority of the City of South Jordan, Utah, a nonprofit corporation organized under the laws of the State acting in the capacity of lessor under the Master Lease and as grantor under the Indenture, and any successor to the duties and functions of the Authority.

"Authority Representative" means the person or persons at any time designated to act on behalf of the Authority for purposes of performing any act on behalf of the Authority with respect to a Project by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Authority by any duly authorized officer of the Authority. Such certificate may designate an alternate or alternates. The Authority Representative may be an officer or employee of the Authority or the City.

"Base Rentals" means the payments payable by the City exclusively from City Funds pursuant to the Master Lease during the Original Term and any applicable Renewal Term hereof, which constitute the payments payable by the City for and in consideration of the right of use of the Projects during such Original Term and applicable Renewal Terms and the purchase option granted herein.

"Board" means the Governing Board of the Authority.

"Bond Documents" means the Master Lease, the Security Documents and the Indenture.

"Bond Fund" means the Municipal Building Authority of the City of South Jordan, Utah Bond Fund established under the General Indenture.

"Bond Registrar" means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the initial registrar for the Bonds pursuant to the General Indenture, and any additional or successor registrar appointed pursuant to the provisions of the Indenture.

"Bondholder," "Holder" or "Registered Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the Authority kept for that purpose in accordance with provisions of the Indenture.

"Bonds" means the Adjustable Rate Lease Revenue Bonds, Series 2004 of the Authority in the authorized principal amount of $12,500,000 and any Additional Bonds and any Refunding Bonds issued pursuant to the Indenture.

"Building Authority Act" means the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated 1953, as amended.

"Business Day" means a legal business day on which banking business is transacted in the city in which the Trustee or Paying Agent has its principal corporate trust office.

"City" means the City of South Jordan, Salt Lake County, Utah, a political subdivision and body corporate and politic duly established and existing under and by virtue of the Constitution and laws of the State, and any entity succeeding to its rights and obligations under the Master Lease. Any reference to the "governing body" of the City shall refer to the City Council of the City of South Jordan, Salt Lake County, Utah, and to any successor governing body as authorized by applicable law.

"City Funds" means all revenues, receipts and other legally available moneys, including, without limitation, (i) payments received by the City from operation of a Project, (ii) amounts representing capitalized interest during the construction of a Project and (iii) moneys derived from ad valorem property taxes and other taxes, all to the extent the same are budgeted and appropriated by the governing body of the City for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price during the Original or any Renewal Term in which the Master Lease may be in effect.

"City Representative" means the person at any time designated to act on behalf of the City for purposes of performing any act with respect to a Project by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor of the City Council or any duly authorized officer thereof. Such certificate may designate an alternate or alternates. The City Representative may be an officer or employee of the Authority or the City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" means the date of completion of construction of a Project within the meaning of Section 17A-3-906 of the Building Authority Act, and of final acceptance by the City of such Project as provided in the Master Lease.

"Construction Fund" means the Municipal Building Authority of the City of South Jordan, Utah Construction Fund established under the General Indenture.

"Costs of Acquisition and Construction" means:

(1) obligations of the City or the Authority incurred for labor, materials and equipment in connection with a Project;

(2) the cost of payment, performance or other bonds and any and all types of insurance (including but not limited to title insurance) that may be necessary or appropriate to have in effect during the course of a Project;

(3) all costs of planning and designing a Project, including architectural, planning, engineering, legal and fiscal advisors' fees and the costs incurred by the City or the Authority for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising

construction, as well as for the performance of all other duties required by or consequent to the proper and timely completion of such Project;

(4) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the acquisition and construction of a Project;

(5) the cost of equipment and furnishings for a Project, the cost of acquiring a site for a Project (or any interest therein) and all other costs authorized by the Building Authority Act which are considered to be a part of the costs of a Project in accordance with generally accepted accounting principles, including but not limited to interest accruing on the Bonds during the period required to complete the acquisition and construction of such Project and for not more than twelve (12) months after the Completion Date;

(6) any sums required to reimburse the Authority or the City for advances by either of them for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to a capital account in respect of a Project;

(7) such amounts as the governing body of the Authority shall find to be necessary to provide necessary working capital in connection with a Project; and

(8) all expenses connected with the authorization, sale and issuance of a series of Bonds and the refunding of any Bonds, including the initial fees of the Trustee, escrow agent, rating agency fees, bond insurance premiums, fees for outside attorneys or accountants, whose opinions are required to issue the Bonds, financial advisors' fees and commissions and printing costs, those amounts as the Authority shall find necessary to establish reserves and maintenance, repair, replacement, and contingency funds and accounts, and the interest on Bonds for a reasonable time prior to, during, and for a reasonable period of time after completion of a Project.

"Debt Service Reserve Fund" means the Municipal Building Authority of the City of South Jordan, Utah Debt Service Reserve Fund established under the General Indenture for the purpose of securing payment of Bonds issued under the Indenture.

"Debt Service Reserve Requirement" initially means with respect to the Series 2004 Bonds $886,800.

"Direct Obligations" means direct noncallable obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America, obligations unconditionally guaranteed as to principal and interest by the United States of America and evidences of ownership interests in such direct or unconditionally guaranteed obligations.

"Event of Default" means any occurrence or event specified in and so defined by the Indenture or by the Master Lease.

"Event of Nonappropriation" means:

(a) a failure by the City to renew the Master Lease by failing or refusing to budget and appropriate sufficient City Funds for the payment of all or any part of the Base Rentals and Additional Rentals for any Renewal Term hereof as set forth in the Master Lease; and

(b) a failure of the City Council to adopt a supplemental budget during the then current Fiscal Year prior to the date the actual interest due on the Bonds exceeds the sum of (x) the amount budgeted by the City Council to pay interest on the Bonds during such Fiscal Year plus (y) the amounts, if any, available in the Debt Service Reserve Fund with respect to the applicable series of Bonds; or

(c) the failure of the City Council to adopt a supplemental budget during the then current Fiscal Year, as provided in the Master Lease, if the actual Additional Rentals exceed amounts currently budgeted by the City Council for the payment of Additional Rentals as set forth in the Master Lease; or

(d) the failure of the City Council to adopt a supplemental budget for payment of Additional Rentals within five days after an Event of Nonappropriation shall have been deemed to occur pursuant to the Master Lease.

The existence or nonexistence of an Event of Nonappropriation shall be determined as of the date on which the governing body of the City fails or refuses to adopt a final budget in accordance with applicable law which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term as contemplated by the Master Lease or on any earlier or later date on which the Trustee receives written notice from the City that the governing body of the City has failed or refused to make such appropriations and the term of the Master Lease will not be renewed; provided, however, that the Trustee may waive, with the consent of the Security Instrument Issuer, any Event of Nonappropriation which is cured by the City within a reasonable time if, in the Trustee's judgment, such waiver is in the best interests of the Bondholders, except as otherwise provided in the Master Lease. Notwithstanding anything herein to the contrary, the City's failure or refusal to adopt a final budget in accordance with applicable law within the time provided by the Master Lease which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term shall constitute an Event of Nonappropriation.

"Fiscal Year" means the twelve-month period used from time to time by the City for its financial accounting purposes.

"Fitch" means Fitch, Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority, with the approval of the Trustee.

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the City and not due to its negligence.

"General Indenture" means the General Indenture of Trust dated as of June 1, 2004, by and between the Authority and the Trustee.

"Indenture" means the General Indenture and any Supplemental Indentures entered into in compliance with the provisions of the General Indenture.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State and who is not a full-time employee of the Authority, the City or the Trustee.

"Initial Bonds" means the first Series of Bonds issued under the Indenture.

"Interest Payment Date" means with respect to the Series 2004 Bonds and so long as interest is payable at a Weekly Rate, the first Business Day or each calendar month commencing August 2, 2004. Upon conversion of the Interest Rate Mode to the Long Term Rate, the Interest Payment Date will mean each February 1 and August 1 commencing the 1st day of February or August, whichever month immediately follows the Conversion Date.

"Investment Obligations" means any of the following securities:

(i) Direct Obligations;

(ii) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer's Home Administration; the Federal Housing Administration; the Maritime Administration: General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA's);

(iii) Money market funds rated "AAAm" or "AAAm-G" or better by S & P;

(iv) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1 + by S & P, and which matures not more than 270 days after the date of purchase;

(v) Bonds, notes or other evidences or indebtedness rated "AAA" by S & P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(vi) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date or purchase of "A-1" or "A-1 +" by S & P and "P-1" by Moody's and maturing no more than 360 days after the date or purchase (ratings on holding companies are not considered as the rating of the bank);

(vii) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund; and

(viii) Any investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended.

"Lease Term" means the duration of the leasehold estate created in a Project as provided in the Master Lease, including the Original Term and the Renewal Terms, if any.

"Master Lease" means the Master Lease Agreement dated as of June 1, 2004, by and between the Authority, as lessor, and the City, as lessee and any amendments and supplements thereto entered into in accordance with the General Indenture.

"Net Proceeds," when used with respect to (i) any performance or payment bond proceeds, (ii) proceeds from policies of insurance required by the Master Lease (including any self-insurance), (iii) any condemnation award, (iv) proceeds resulting from a default under a contract relating to the acquisition and construction of a Project (including liquidated damages, if any), or (v) the proceeds of any liquidation of all or portions of a Project, means the amount remaining after deducting all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Nonprofit Corporation Act" means the Utah Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended.

"Original Term" means the portion of the Lease Term which terminates on June 30, 2004.

"Outstanding" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

(i) Bonds delivered to the Trustee for cancellation, whether after purchase in the open market or because of payment at, or redemption prior to, maturity;

(ii) Bonds in lieu of which others have been authenticated under the General Indenture; and

(iii) Bonds deemed paid under the General Indenture.

"Paying Agent" means the Trustee, appointed as the initial paying agent for the Bonds pursuant to the General Indenture, and any additional or successor paying agent appointed pursuant to the provisions of the General Indenture.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or which the City may, pursuant to the Master Lease, permit to remain unpaid; (ii) the Master Lease including any security interests granted in the Master Lease; (iii) utility access and other easements and rights of way, restrictions and exceptions which the City Representative and the Authority Representative certify in writing to the Trustee will not interfere with the operation of a Project or impair the marketability of title to the Projects or the general security provided for the Bondholders of the Bonds; (iv) the Indenture, the Security Documents and related financing statements; (v) the ownership interests of the City in any real or personal property which is the subject of any lease between the City and the Authority that is entered into in the furtherance of any Project; (vi) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right in respect thereof if payment is not yet due under the contract in question; and (vii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Projects and as do not, in the opinion of Independent Counsel, materially impair the operation or marketability of title to a Project.

"Project" initially means the 2004 Project.

"Purchase Option Price" means an amount payable, at the option of the City, at any time for the purpose of terminating the payment obligation of the City under the Master Lease with respect to a Project and purchasing the Authority's interest in such Project, which amount, when added to the amounts then on deposit in the Bond Fund and the subaccount within the Debt Service Reserve Fund with respect to such Project (other than moneys held by the Trustee for the payment of the Bonds under the Indenture not deemed Outstanding), shall be sufficient (i) to pay, defease, retire and/or redeem all the Outstanding Bonds of the Series of Bonds issued to finance or refinance the particular Project in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, the principal of and interest to maturity or earliest applicable redemption date of the relevant Bonds and premium, if any, thereon, the expenses of defeasance and/or redemption, including escrow agent fees, if any, and fee and expenses of the City, the Authority and the Trustee), (ii) in case of redemption, to make arrangements satisfactory to the Trustee for the giving of the required notice of redemption and (iii) to make any payment of rebate with respect to the Bonds to be paid, defeased, retired and/or redeemed.

"Rebatable Arbitrage" shall mean with respect to any Series of Bonds the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

"Rebate Calculation Date" means, with respect to each Series of Bonds, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial Rebate Calculation Date for such Series of Bonds, and the date of retirement of the last Bond of such Series.

"Rebate Fund" means the Municipal Building Authority of the City of South Jordan, Utah Rebate Fund established by the General Indenture.

"Refunding Bonds" means all Bonds (other than the Initial Bonds) issued pursuant to Section 2.13 of the General Indenture.

"Regular Record Date" means the fifteenth day (whether or not a Business Day) next preceding each Interest Payment Date.

"Regulations" and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations, promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

"Rentals" means all Base Rentals and Additional rentals payable during the Original Term and each Renewal Term under the Master Lease.

"Renewal Terms" means the optional Renewal Terms of the Lease Term as provided in the Master Lease.

"S&P means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority, with the approval of the Trustee.

"Security Documents" means collectively the security documents described in the Indenture.

"Serial Bonds" means those Bonds other than Term Bonds.

"Series" means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

"Series 2004 Bonds" means the Authority's Adjustable Rate Lease Revenue Bonds, Series 2004, in the aggregate principal amount of $12,500,000.

"Sinking Fund Account" means the Municipal Building Authority of the City of South Jordan, Utah Sinking Fund Account of the Bond Fund established by the General Indenture.

"Sinking Fund Installment" means the amount of money which is required to be deposited into the Sinking Fund Account in each year as specified in the Supplemental Indenture authorizing Term Bonds for the retirement of such Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

"Special Record Date" means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with the General Indenture.

"State" means the State of Utah.

"Supplemental Indenture" means any indenture between the Authority and the Trustee entered into pursuant to and in compliance with the General Indenture.

"Term Bonds" means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Indenture.

"Trustee" means Zions First National Bank, and its successors and any association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

THE INDENTURE

Assignment and Security

Pursuant to the Indenture, the Authority's interest in the Master Lease and all rights to receive payments thereunder (except for amounts payable to the Authority for certain expenses, indemnification and collection and enforcement costs) are assigned to the Trustee by the Authority to secure the payment of the principal of, premium, if any, and interest on the Bonds. In addition, the Trustee is granted a lien and security interest in the 2004 Project under the Indenture and the Security Documents.

Bond Fund

The Bond Fund will be maintained by the Trustee and there will be deposited into the Bond Fund, as and when received, (i) any amount directed to be paid into the Bond Fund pursuant to the Master Lease or any amount in the Debt Service Reserve Fund directed to be paid into the Bond Fund pursuant to the Indenture; (ii) any Net Proceeds of any insurance policy, performance bond or condemnation award to be deposited in the Bond Fund pursuant to the Master Lease; (iii) all Base Rentals, and, if paid by the City, that portion of the Purchase Option Price attributable to the retirement of the applicable Series of Bonds; and (iv) all other moneys received by the Trustee under and pursuant to any of the provisions of the Indenture or of the Master Lease which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. Moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds prior to maturity.

Sinking Fund Account

Amounts representing Sinking Fund Installments deposited into the Bond Fund shall be segregated into the Sinking Fund Account. The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Authority, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant to the Indenture, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the principal of such Term Bonds.

Construction Fund

The Trustee will maintain the Construction Fund. So long as no Event of Nonappropriation or Event of Default has occurred and is continuing, the amounts on deposit in the Construction Fund shall be disbursed, at the direction of the Authority, in accordance with the provisions of the Master Lease and the applicable Supplemental Indenture for the payment of the Costs of Acquisition and Construction. Such payments shall be made upon receipt by the Trustee of a requisition signed by the City Representative.

Debt Service Reserve Fund

The Debt Service Reserve Fund will be maintained by the Trustee. Moneys in the Debt Service Reserve Fund shall at all times be maintained in a total aggregate amount of not less than the Debt Service Reserve Requirement for the Outstanding Series of Bonds. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify that the Debt Service Reserve Requirement resulting from the issuance of such Series shall either be deposited immediately upon the issuance and delivery of such Series from proceeds from the sale thereof or from any other legally available source. Except as otherwise provided herein, funds on deposit in a subaccount of the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund only for each related Series of Bonds. Moneys held in the Debt Service Reserve Fund shall be applied as follows:

(a) If within five (5) Business Days of any Interest Payment Date the moneys held in the Bond Fund are insufficient to pay all interest, premium, if any, and principal then becoming due on the Bonds, the Trustee shall transfer, on or before such date, moneys from the applicable subaccount within the Debt Service Reserve Fund to the Bond Fund to the extent necessary so that the amount of money so transferred plus all moneys then held in the Bond Fund shall be sufficient to pay all interest, premium, if any, and principal payments then becoming due and payable on such date; and

(b) In the event that the City shall exercise its option to purchase a Project or Projects and terminate its payment obligations under the Master Lease upon payment of the Purchase Option Price with respect to said Project

or Projects, the Trustee shall transfer all moneys held in the applicable subaccount within the Debt Service Reserve Fund applicable to said Project or Projects to the Bond Fund in accordance with the written direction of the City.

(c) In the event moneys are drawn from the Debt Service Reserve Fund to pay principal, premium or interest on Bonds, such that there shall be remaining in the applicable subaccount within the Debt Service Reserve Fund an amount less than the Debt Service Reserve Requirement with respect to said subaccount, the Trustee shall immediately give notice to the Authority and the City of such deficiency. Such Fund shall be replenished to the Debt Service Reserve Requirement upon the deposit by the Trustee of the additional Base Rental payment to be paid by the City pursuant to the Master Lease.

(d) Any moneys remaining in the Debt Service Reserve Fund with respect to a Series of Bonds on the final maturity of said Series of Bonds (whether at stated maturity or upon prior redemption) shall be transferred on such date into the Bond Fund. If the amounts available in the Bond Fund and the Debt Service Reserve Fund with respect to a Series of Bonds are equal at any time to the amount of principal of and interest on said Series of Bonds to maturity, the Trustee shall transfer all such amounts then held in the Debt Service Reserve Fund into the Bond Fund, and such amounts so held in the Bond Fund after such transfer shall be credited against the Base Rentals due thereafter under the Master Lease with respect to said Series of Bonds.

Rebate Fund and Arbitrage Rebate

(a) Should any Series of Bonds be subject to arbitrage rebate, the Trustee, when directed to do so by the Authority, shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund and an account therein for each such Series, which shall be held separate and apart from all other funds and accounts established under the Indenture and from all other moneys of the Trustee.

(b) Should any Series of Bonds be subject to arbitrage rebate, the Trustee, when directed to do so by the Authority, shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund and an account therein for each such Series, which shall be held separate and apart from all other funds and accounts established under the Indenture and from all other moneys of the Trustee.

(c) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for all Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, less amounts of Rebatable Arbitrage theretofore paid to the United States for all Series of Bonds, the Trustee shall, upon the Authority's request, withdraw from the Rebate Fund and pay to the Authority an amount not to exceed such excess.

(d) The Authority shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date. The Authority shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) within 30 days of each such Rebate Calculation Date. The Authority shall instruct the Trustee to withdraw from the Rebate Fund and pay over to the United States Government with respect to each Series of Bonds: (1) not less frequently than once each five years commencing no later than 60 days after the first Rebate Calculation Date for such Series of Bonds and upon each fifth anniversary of such date, an amount which when added to all previous rebate payments made with respect to such Series of Bonds equals 90% of the sum of the Rebatable Arbitrage pertaining to such Series of Bonds, and (2) not later than 60 days after the retirement of the last Bond of such Series, 100% of the Rebatable Arbitrage with respect to such Series. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Authority from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional.

(e) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Authority and the City of the requirements of this Section. By agreeing to give this notice or the notice required by (g) below, the Trustee assumes no responsibility whatsoever for compliance by the Authority with the requirements of Section 148

of the Code or any successor. The Authority expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Authority to comply with the requirements of said Section 148 or any successor thereof.

(f) The Trustee, on behalf of the Authority shall keep and retain, until the date six years after the retirement of the last of the Bonds of each Series, records with respect to each Series of the Bonds and the investment and expenditure of proceeds thereof to comply with the arbitrage rebate requirements of this Section, including without limitation a complete list of all investments and reinvestments of proceeds of each Series of the Bonds. For purposes of the computation required by this Section, the Trustee shall upon request, furnish to the Authority all information in the Trustee's control which is necessary for such computations.

(g) The Authority hereby covenants and agrees that it will not enter into any transaction or cause any transaction to be entered into with respect to the investment of proceeds of the Bonds, or otherwise, which reduces the amount which may be required to be paid to the United States pursuant to the arbitrage rebate requirements specified hereinabove, because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on each Series of the Bonds not been relevant to either party.

(h) The provisions of this Section may be amended or deleted, with respect to any or all Series of the Bonds, from this Indenture upon receipt by the Authority and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the exclusion from gross income of interest on the Bonds.

Investment

Any moneys held as part of the Construction Fund, the Bond Fund, the Debt Service Reserve Fund, the Rebate Fund, the Repair and Replacement Fund or any other fund shall be invested and reinvested by the Trustee in Investment Obligations at the written direction of the Authority in accordance with the provisions of the Indenture and the Master Lease. Any such investments shall be held by or under the control of the Trustee. The Trustee shall sell and reduce to cash a sufficient amount of such investments within the Bond Fund whenever the cash balance therein is insufficient to pay the principal of and premium, if any, and interest on the Bonds when due. All income and earnings from the investment of amounts on deposit in any fund shall be retained therein; provided, however, that any moneys held in the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement shall be transferred to the Bond Fund at least annually.

In computing the amount in any Fund or account, Investment Obligations shall be valued at the fair market value of such Obligations, exclusive of accrued interest. All funds and accounts are to be valued on the basis of a market-to-market valuation conducted semiannually by the Trustee as of each Interest Payment Date.

Additional Parity Bonds

Issuance of Refunding Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Refunding Bonds may be issued, authenticated and delivered for the purpose of refunding Bonds or other obligations of the Authority. Such Additional Bonds shall be payable solely from the Base Rentals and, if paid by the City, the Purchase Option Price and other amounts derived from the leasing of the Project. The Refunding Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Refunding Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon there being filed with the Trustee:

(a) Original executed counterparts of a Supplemental Indenture, a supplement or amendment (if necessary) to the Security Documents and Master Lease providing for the issuance of such Refunding Bonds, and further providing for a revision to the Base Rentals to be paid by the City under the Master Lease to such amount as shall be necessary to pay, assuming that no Event of Default or Event of

Nonappropriation shall occur, the principal of, premium, if any, and interest on the Bonds (including the Refunding Bonds being issued and the Initial Bonds and any Additional Bonds theretofore issued and to remain Outstanding), and to extend the Lease Term if the maturity of any of the Refunding Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Refunding Bonds, the rate or rates of interest on the Refunding Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the Supplemental Indenture; except that interest on such Refunding Bonds shall be payable on February 1 and August 1 of each year and the principal of such Refunding Bonds shall be payable on February 1 of each year during the term thereof, except as otherwise provided in the Supplemental Indenture authorizing the Series of Refunding Bonds;

(b) If the Bonds theretofore issued were intended to bear interest which is excluded from gross income, a written opinion of nationally recognized bond counsel, to the effect that the exclusion from gross income of the interest on the Bonds theretofore issued, for federal income tax purposes, will not be adversely affected by the issuance of the Refunding Bonds being issued;

(c) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Bonds being refunded or commitment therefor (or if the bonds or other obligations being refunded were not issued pursuant to the Indenture, an ALTA Mortgagee title insurance policy or commitment therefor), which endorsement or policy shall insure to the date of issuance of such Refunding Bonds and the recording of any supplement or amendment to the Security Documents the continuing validity of the lien thereof, as modified by any supplement or amendment to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or policy shall increase the amount of title insurance coverage thereunder, if necessary, to an amount, which when added to the coverage provided under any other title policies delivered with respect to other Bonds then Outstanding, is at least equal to the aggregate principal amount of all Bonds to be Outstanding following said refunding and naming the Trustee as an insured;

(d) (i) A report of an independent firm of certified public accountants to the effect that, upon the issuance of the Refunding Bonds, moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient to cause the Bonds (or other obligations) being refunded to be deemed paid under the Indenture (or a comparable provision of the documents authorizing the obligations to be refunded); or (ii) in the event that the Bonds (or other obligations) to be refunded are to be redeemed on the date of issuance of the Refunding Bonds or within sixty (60) days thereafter, there shall be delivered to the Trustee evidence satisfactory to it that upon the issuance of the Refunding Bonds moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient, without taking into account investment earnings thereon, to redeem the Bonds (or other obligations);

(e) A certificate of the Authority, stating that, as of the date of such delivery, no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Master Lease and there has not occurred and is then continuing an Event of Nonappropriation; provided however that the existence of an Event of Default shall not preclude the issuance of any Refunding Bonds if: (i) the issuance of such Refunding Bonds otherwise complies with the provisions of the Indenture and (ii) any Event of Default will cease to continue upon the issuance of such Refunding Bonds and the application of the proceeds thereof.

Each Series of Refunding Bonds issued pursuant to the Indenture shall be equally and ratably secured under the Indenture with the Initial Bonds and all other Series of Refunding Bonds and Additional Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

Issuance of Additional Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Additional Bonds may be issued, authenticated and delivered for the purpose of financing Costs of Acquisition and Construction of a Project or Projects. Such Additional Bonds shall be payable solely from the Base Rentals and, if paid by the City, the Purchase Option Price and other amounts

derived from the leasing of the Projects. The Additional Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Additional Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon there being filed with the Trustee:

(a) Original executed counterparts of a Supplemental Indenture, a supplement or amendment (if necessary) to the Security Documents and Master Lease providing for the financing of a Project and for the issuance of the Additional Bonds and further providing for an increase in the Base Rentals to be paid by the City under the Master Lease in such amount as shall be necessary to pay, assuming that no Event of Default or Event of Nonappropriation shall occur, the principal of, premium, if any, and interest on the Bonds (including the Additional Bonds being issued and the Initial Bonds and any Additional Bonds theretofore issued and Outstanding), and to extend the Lease Term if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Additional Bonds, the rate or rates of interest on the Additional Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the Supplemental Indenture, except that interest on such Additional Bonds shall be payable on February 1 and August 1 of each year during the term thereof and principal of the Additional Bonds shall, in each year in which principal falls due, be payable on February 1, except as otherwise provided in the Supplemental Indenture authorizing the Series of Additional Bonds;

(b) If the Bonds theretofore issued were intended to bear interest which is excluded from gross income, a written opinion of nationally recognized bond counsel, to the effect that the exclusion from gross income of the interest on the Bonds theretofore issued, for federal income tax purposes, will not be adversely affected by the issuance of the Additional Bonds being issued;

(c) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Initial Bonds (or other Bonds) or commitment therefor or an additional ALTA mortgagee title insurance policy or commitment therefor, which endorsement or policy shall insure to the date of issuance of such Additional Bonds and the recording of any supplement to the Security Documents, if required, the continuing validity of the lien thereof, as modified by any supplement to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or additional policy shall increase the amount of title insurance coverage thereunder to an amount at least equal to the aggregate principal amount of the Additional Bonds to be issued (or in the case of Additional Bonds issued to complete or extend a Project previously financed, the endorsement to the original policy for such Project shall increase the coverage to at least the aggregate principal amount of Bonds issued for such Project to be Outstanding following the issuance of such Additional Bonds) and naming the Trustee as an insured. In the event that the property upon which additional projects are to be located has not been acquired at or prior to the time of issuance of the Additional Bonds, the amendment to the Master Lease relating to such Additional Bonds shall require that such endorsement or additional title policy with respect to such property be delivered at the time of or prior to any disbursements being made from the Construction Fund with respect to such portion of the Project;

(d) If such Series of Additional Bonds is being issued in whole or in part for construction purposes, (i) a copy, duly certified by the Secretary of the Authority, of the project contract and architect's agreement with respect to such construction and the performance and payment bond covering such contract or, in the alternative, a requirement that a copy of such documents be delivered to the Trustee prior to the time that moneys are withdrawn from the Construction Fund with respect to such portions of the Project, and (ii) a certificate of the architect or engineer responsible for planning and designing any such construction which sets forth the estimated useful life of the Project or Projects, as so improved and extended, in compliance with Section 17A-3-904 of the Act; and

(e) A certificate of the Authority, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Master Lease and there has not occurred and is then continuing an Event of Nonappropriation; provided however that the existence of an Event of Default shall not preclude the issuance of any Additional Bonds if: (i) the issuance of such Additional Bonds otherwise complies with the provisions of the Indenture and

(ii) any Event of Default will cease to continue upon the issuance of such Additional Bonds and the application of the proceeds thereof.

Each Series of Additional Bonds issued pursuant to the Indenture shall be equally and ratably secured under the Indenture with the Initial Bonds and all other Series of Additional Bonds and Refunding Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

Subordination of Indenture to Purchase Option

The rights and privileges of the Trustee and the Bondholders under the Indenture are specifically made subject to and subordinate to the rights and privileges of the City set forth in the Master Lease to exercise its option to purchase a Project or Projects in the event of, and subsequent to, the occurrence of an Event of Default under the Indenture, but prior to the liquidation of the Authority's interest in a Project.

Release of Equipment Forming a Part of a Project

The City may withdraw certain items of equipment forming a part of a Project upon substitution of other property of comparable or greater value, or upon deposit of sale proceeds in the Bond Fund, in conformity with the terms and conditions of the Master Lease.

Discharge of Lien

If the Authority shall pay or cause to be paid, or there shall be otherwise paid or unconditional provisions for payment made to or for the Bondholders, the principal of and premium, if any, and interest due or to become due on the Bonds at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee and any paying agents all sums of money due or to become due according to the provisions of the Indenture, then the Indenture and the estate and rights thereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and release, assign and deliver unto the Authority and the City any and all the estate, right, title and interest in and to any and all rights assigned to the Trustee or otherwise subject to the lien of the Indenture, including amounts in the Bond Fund and the Debt Service Reserve Fund and all rights granted under the Security Documents, except moneys or securities held by the Trustee for the payment of the principal of and premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of the Indenture and for all purposes of the Indenture when (a) payment of the principal of and the applicable redemption premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in the Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust, and the Trustee shall have irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, and/or (2) Direct Obligations maturing as to principal and interest in such amount and at such times as will insure, without reinvestment, the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee and any paying agents pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Bond shall be deemed to be paid under the Indenture, as aforesaid, it shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until: proper notice of redemption of such Bonds shall have been previously given in accordance with the Indenture, or in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days until the Authority shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Bondholders of the Bonds, in accordance with the Indenture, that the deposit required by (a)(ii) above has been made with or for the benefit of the Trustee and that said Bonds are deemed to have been paid in accordance with the Indenture, and stating such maturity or

redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds and to call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity; or (b) the maturity of such Bonds.

All moneys or Direct Obligations set aside and held in trust pursuant to the Indenture for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereof, if any) with respect to which such moneys and Direct Obligations have been so set aside in trust.

Nonpresentation of Bonds

Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Authority the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority, and the Registered Owner thereof shall be entitled to look only to the Authority for payment, and then only to the extent of the amount so repaid, and the Authority shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this paragraph are subject to the provisions of Title 67, Chapter 4a, Utah Code Annotated 1953, as amended.

Defaults and Remedies

Any of the following events constitute an "Event of Default" under the Indenture:

(i) Failure to pay when due interest on any Bond;

(ii) Failure to pay when due the principal of, or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof;

(iii) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the Authority in the Indenture or in the Bonds contained and failure to remedy the same after notice thereof;

(iv) The occurrence of an event of default under the terms of any of the Bond Documents on the part of either the Authority or the City;

(v) The Authority shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;

(vi) The Authority (1) is adjudged insolvent by a court of competent jurisdiction, (2) admits in writing its inability to pay its debts generally as they become due, (3) files a petition in bankruptcy, (4) makes an assignment for the benefit of creditors, or (5) consents to the appointment of a receiver of itself or property with respect to a Project;

(vii) An order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Authority, a receiver of the Authority or of the property with respect to a Project, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of such appointment;

(viii) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Authority under the provisions of any bankruptcy act and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of entry of such order, judgment or decree;

(ix) Under the provisions of any other law now or hereafter existing for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the property with respect to a Project or Projects or any part thereof, and such custody or control shall not be terminated within sixty days from the date of assumption of such custody or control; or

(x) Subject to the limitations contained in the Master Lease, the Authority shall unreasonably delay or fail to carry on with reasonable dispatch, or shall discontinue construction of any substantial part of a Project.

Limitation on Remedies and Acceleration During Acquisition and Construction of Portions of a Project

Notwithstanding the other provisions of the Indenture or of the Security Documents to the contrary, in the event that (a) (i) a portion of a Project (the "Completed Portion of the Projects") financed with a separate Series of Bonds is accepted by the City for use and occupancy under the Master Lease, and (ii) the acquisition and construction of additional portions of a Project (the "Uncompleted Portion of the Projects") financed with one or more Series of Bonds (other than the Series of Bonds described in (i) above) have yet to be completed, and (b) an Event of Default occurs due to the failure to complete the Uncompleted Portion of the Projects, the following limitations shall apply:

(i) Such Event of Default shall be limited to the Series of Bonds issued to finance the Uncompleted Portion of the Projects and not the Series of Bonds issued to finance the Completed Portion of the Projects;

(ii) The City shall, subject to the occurrence of an Event of Nonappropriation, continue to pay Base Rentals and Additional Rentals with respect to the Completed Portion of the Projects, and the Master Lease shall remain in full force and effect with respect to the Completed Portion of the Projects;

(iii) The Trustee shall use the amounts on deposit in the related Series subaccount of the Debt Service Reserve Fund to pay amounts due on the Series of Bonds issued to finance the Uncompleted Portion of the Projects and amounts on deposit in the Series subaccount of the Debt Service Reserve Fund relating to the Series of Bonds issued to finance the Completed Portion of the Projects shall not be used to pay amounts due on the Series of Bonds issued to Finance the Uncompleted Portion of the Projects;

(iv) The Series of Bonds issued to finance the Completed Portion of the Projects shall not be accelerated or otherwise affected by the Event of Default described in this section; and

(v) The Trustee shall not proceed to exercise any remedies under the Indenture or the Security Documents relating to the Completed Portion of the Projects with respect to the Event of Default described in this section.

Acceleration, Limitation on Remedies

Upon the occurrence and continuation of an Event of Default, the Trustee shall have all of the rights and remedies with respect to the Trust Estate as the Authority, as lessor, has against the Projects and the City under the pertinent provisions of the Master Lease and the Trustee may, and upon the written request of Bondholders of not less than 25% in aggregate principal amount of the Bonds Outstanding shall, by notice in writing delivered to the Authority, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable without further action. Such amounts of principal and interest shall bear interest from the date of acceleration, as provided in the Indenture, until paid at the same rate borne by the accelerated Bonds prior to acceleration.

No deficiency judgment upon foreclosure of the lien of the Indenture or of the Security Documents against the Projects may be entered against the City or the Authority, and no breach of any provision of the Master Lease, the Security Documents or the Indenture shall impose any general obligation or liability upon or a charge against the City or the Authority or upon the general credit or taxing powers of the City. Additionally, no judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Nonappropriation under the Master Lease; provided to the extent permitted by law that the Trustee may, subject to compliance with the applicable provisions of the "one action rule" set forth in Title 78, Chapter 37, Utah Code Annotated 1953, as amended, recover from the City: (i) the portion of Base Rentals and Additional Rentals which are or would otherwise have been payable under the Master Lease during any period in which the City continues to use, occupy and operate a Project or Projects or any portion thereof; and (ii) Base Rentals and Additional Rentals which are or would otherwise have been payable by the City under the Master Lease during the remainder, after the City vacates the applicable Project or Projects, of the then-current annual term of the Master Lease in which such Event of Default occurs for which term the City had lawfully appropriated moneys for purposes of paying such Base Rentals and Additional Rentals; provided, however, that if the Trustee does not proceed to sell the Project or Projects reasonably promptly after such Event of Default, the Trustee shall be obligated to the City to use the Trustee's best efforts to lease or sublease said Project or Projects for the remainder of such annual term, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the City under this paragraph.

The rights and privileges of the Trustee and the Bondholders are subject to the right of the City to purchase the Project or the Projects as set forth in the Master Lease and the Trustee shall make no final sale or other final disposition of any interest in said Project or Projects pursuant to any available foreclosure remedy without notifying the City in writing of the occurrence of an Event of Default, and allowing the City ninety (90) days from the mailing of such notice to exercise its option to purchase the Project or Projects.

Surrender of Possession of Projects; Rights and Duties of Trustee in Possession

Subject to the provisions described in "Acceleration, Limitation on Remedies," upon the occurrence and continuation of an Event of Default under the Indenture, the Authority, upon demand of the Trustee, shall forthwith surrender, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of a Project together with the books, papers and accounts of the Authority pertaining thereto, and including the rights and the position of the Authority with respect to a Project under the Master Lease and to make all needful repairs and improvements as the Trustee shall deem wise. Upon the occurrence and continuation of an Event of Default, the Trustee may execute a written notice of default and an election to cause the Authority's interest in a Project or any portion thereof to be sold (subject to any reversionary rights of the City which may be retained in the Project site or sites in the event any ground lease may be executed between the Authority and the City) to satisfy the obligations of the Authority under the Indenture in accordance with the provisions of the Security Documents and/or may cause a sale of personal property as provided by law. The Trustee may also lease or otherwise dispose of the Authority's interest in a Project in the name and for the account of the Authority and in such manner as the Trustee, in its sole discretion, may elect. In connection with any such sale or leasing of a Project, the Trustee may collect, receive and sequester the rental payments, revenues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver pay, or set up the proper reserve for the payment of, all proper costs and expenses of so taking, holding, leasing, selling and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee, and any taxes and assessments and other charges prior to the lien of the Indenture and the Security Documents which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions described under "Application of Moneys" below. Whenever all that is due upon the Bonds shall have been paid and all defaults made, cured or waived, the Trustee shall surrender whatever possession the Trustee shall retain to the Authority; the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property the Trustee shall render annually to the Authority, the City and the Bondholders, at their addresses set forth in the registration book, a summarized statement of income and expenditures in connection therewith.

While any Bonds are Outstanding, the Authority shall not exercise any of the remedies on default specified in the Master Lease without the prior written consent of the Trustee.

Other Remedies; Rights of Bondholders

Except as otherwise limited by the provisions of the Indenture, upon the occurrence of an Event of Default under the Indenture, the Trustee may, upon being satisfactorily indemnified, pursue any available remedy that it deems to be in the best interest of the Bondholders by suit at law or in equity to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding.

If an Event of Default shall have occurred under the Indenture, and if requested so to do by the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by the Indenture, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders under the Indenture or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default under the Indenture shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient. Every power or remedy given by the Indenture, the Master Lease or the Security Documents or to which the Trustee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee, and the Trustee may pursue inconsistent remedies.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Right of Bondholders to Direct Proceedings

The Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings under the Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Appointment of Receivers

Upon the occurrence of an Event of Default under the Indenture, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under the Indenture, the Trustee shall be entitled to the appointment of a receiver or receivers of the Trust Estate and of the rents, revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Waivers of Events of Default

The Trustee may, and upon the written direction of the Bondholders of a majority in principal amount of the Bonds then outstanding shall, waive any Event of Default under the Indenture and its consequences and rescind any declaration of maturity of principal of the Bonds; provided, however, that there shall not be waived (1) any Event of Default under the Indenture in the payment of the principal of any Outstanding Bonds at the date of maturity specified, or (2) any Event of Default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, all arrears of interest, on overdue installments of interest or all arrears of payments of principal when due, as the case may be, both with interest at the same rate as the rate of the respective

Bond or Bonds which are past due, and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for.

Application of Moneys

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, including any Trustee fees, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due (with interest on overdue installments of interest, at the same rate as the rate of the respective Bond or Bonds which are past due) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment of the persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege, plus, to the extent permitted by law, interest on overdue installments of interest or principal at the same rate as the rate of the respective Bond or Bonds which are past due.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of the Indenture then, subject to the provisions of paragraph (b) above in the event that the principal of all Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) above.

Whenever moneys are to be applied pursuant to the provisions of this section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in

the future. Setting aside such moneys in trust for the proper purpose shall constitute proper application by the Trustee, and the Trustee shall have no liability whatsoever to the Authority, to any Bondholder, or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with the circumstances known at the time of the application by the Trustee. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Bondholder of any Bond until such Bond shall be presented to Trustee for appropriate endorsement or for cancellation if fully paid.

Rights and Remedies of Bondholders

No Bondholder shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust of the Indenture or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee, as provided in the Indenture, has been notified, or of which it is deemed to have notice, nor unless also such default shall have become an Event of Default under the Indenture and the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, nor unless also they have offered to the Trustee indemnity, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy under the Indenture; it being understood and intended that no one or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its, his, her or their action or to enforce any right under the Indenture except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Bondholders of all Bonds then Outstanding. However, nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and premium, if any, and interest on any Bond at and after the maturity thereof or the redemption date established therefor, or the obligation of the Authority to pay the Bonds issued hereunder to the respective Bondholders thereof at the time, place, from the source and in the manner in the Bonds expressed.

Opportunity of the Authority and the City to Cure Such Events of Default

No default described under paragraph (c) under the heading "Defaults and Remedies" shall constitute an Event of Default under the Indenture until actual notice of such default by registered or certified mail shall be given to the Authority and the City by the Trustee or the Bondholders of not less than 25% in aggregate principal amount of all Bonds Outstanding, and the Authority and the City shall have had thirty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, that, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default under the Indenture if corrective action is instituted by the authority and the city within the applicable period and diligently pursued, to the satisfaction of the Trustee until the default is corrected.

Supplemental Indentures

The Authority and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to the Indenture which shall not be inconsistent with the terms and provisions of the Indenture for any one or more of the following purposes:

(i) To cure any ambiguity or formal defect or omission in the Indenture;

(ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(iii) To subject to the Indenture additional revenues, properties or collateral;

(iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America;

(v) To evidence the appointment of a separate or a Co-Trustee or paying agent or the succession of a new Trustee or paying agent:

(vi) To issue the Initial Bonds, Refunding Bonds or Additional Bonds in accordance with the Indenture and the Master Lease; and

(vii) To make any other change which, in the judgment of the Trustee, is not materially prejudicial to the interests of the Bondholders or the Trustee, and that does not materially adversely affect the rights of any Bondholder.

Exclusive of supplemental indentures covered above and subject to the terms and provisions contained in this paragraph, and not otherwise, the Bondholders of not less than 66-2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such Supplemental Indentures thereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing contained in the Indenture shall permit, or be construed as permitting, (i) an extension of the maturity of the principal of, or the interest on, any Bond issued under the Indenture, or (ii) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indentures, or (v) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture and the Security Documents on the Trust Estate or any part thereof (except in connection with the issuance of Refunding Bonds or Additional Bonds), or (vi) deprive the Bondholder of any Bond then Outstanding of the lien created on any material portion of the Trust estate, without the prior consent of the Bondholders of 100% of the Bonds affected by such action.

Amendment to Master Lease

The Authority and the Trustee shall without the consent of or notice to the Bondholders consent to any amendment, change or modification of the Master Lease as may be required (i) by the provisions of the Indenture and the Master Lease (including those provisions applicable to the issuance of the Initial Bonds, Refunding Bonds and Additional Bonds), (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) so as to more precisely identify the Projects, or the Project sites or to substitute or add additional improvements or equipment to the Projects or additional rights or interests in property acquired in accordance with the provisions of the Master Lease, (iv) in connection with any amendment to the Indenture as described above, or (v) in connection with any other change therein which, in the judgment of the Trustee is not to the prejudice of the Trustee or the Bondholders.

Except for the amendments, changes or modifications as provided in the preceding paragraph, neither the Authority nor the Trustee shall consent to any other amendment, change or modification of the Master Lease without mailing of notice and receipt of the written approval or consent of the Bondholders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding.

Trustee Provisions

The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered under the Indenture and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services and such other compensation as may be authorized under the Master Lease. Upon an Event of Default under the Indenture, but only upon such an Event of Default, the Trustee shall have a first lien with right of payment, prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the Trust Estate for the foregoing fees, charges and expenses incurred by it.

The bank or trust company acting as Trustee under the Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued under and secured by the Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under the Indenture.

THE MASTER LEASE

Term Of The Master Lease

The Authority shall lease a Project to the City, subject only to Permitted Encumbrances, to have and hold for the Lease Term (which includes the Original Term and all Renewal Terms) unless sooner terminated as provided in the Master Lease.

The Original Term of the Master lease is scheduled to be terminated at midnight on June 30, 2004. The Lease Term may be renewed for each successive Renewal Term and the Lease Term may be continued, solely at the option of the City, beyond the expiration of the original term for twenty-four (24) consecutive additional Renewal Terms thereafter each of one year duration (except that the last Renewal Term shall commence on July 1, 2028, and end on February 1, 2029) upon the City having budgeted and appropriated prior to the end of the then-current Original Term or Renewal Term as the case may be, that appropriates specifically with the Master Lease sufficient City Funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the next following Renewal Term, it being understood that by budgeting and appropriating such amounts, the City shall have elected to continue the Lease Term for the next following Renewal Term and shall have given adequate notice thereof as contemplated by Section 17A-3-905(3)(a) of the Act. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals and Purchase Option Price shall be as otherwise specified in the Master Lease, for each such Renewal Term, as such Schedule may be revised as provided in the Master Lease.

The Lease Term shall terminate upon the first to occur of the following events:

(a) The expiration of the Original Term or Renewal Term of the Master Lease during which an Event of Nonappropriation shall occur;

(b) The exercise by the City of its option to purchase the Authority's interest in all of the Projects, granted under the provisions of the Master Lease;

(c) An Event of Default and the election of the Authority or the Trustee to terminate the Master Lease pursuant to the terms thereof;

(d) The discharge of the lien of the Indenture;

(e) The termination of the Least Term pursuant to the conditions provided in the Master Lease; or

(f) The last day of the final Renewal Term of the Master Lease, upon payment of all Base Rentals and Additional Rentals required hereunder.

Additional Rentals

In addition to the Base Rentals and as part of the total consideration for the use of the Projects and the option to purchase any or all of the Projects, and commencing upon the execution and delivery of the Master Lease and continuing throughout the period that the City pays Base Rentals, the City shall pay or shall cause to be paid the following Additional Rentals, exclusively from City Funds, during the Original Term and any Renewal Terms thereof as provided in the Master Lease:

(a) the annual fee of the Trustee for the ordinary services of the Trustee rendered and their ordinary expenses incurred under the Indenture;

(b) the reasonable fees and charges of the Trustee and any paying agent appointed under the Indenture with respect to the Bonds for acting as paying agent as provided in the Indenture;

(c) the reasonable fees and charges of the Trustee for extraordinary services rendered by it and extraordinary expenses incurred as Trustee under the Indenture;

(d) the reasonable out-of-pocket expenses of the Authority relating to the Projects not otherwise required to be paid by the City under the terms of this Master Lease;

(e) the costs of maintenance and repair of the Projects as required under the Master Lease;

(f) the costs of taxes, governmental charges, utility charges, management and operations expenses, liens and encumbrances with respect to the Projects as required under the Master Lease;

(g) the costs of casualty, public liability and property damage and worker's compensation insurance with respect to the Projects as required under the Master Lease;

(h) the amount of any tax or excise on the Base Rentals, Additional Rentals, Purchase Option Price or any other tax, however described, levied, assessed or imposed by the United States Government, the State or any political subdivision or any taxing authority thereof against the Authority; and

(i) an amount equal to any franchise, succession, capital levy or transfer tax or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the Base Rentals, Additional Rentals or the Purchase Option Price payable by the City pursuant to this Master Lease;

(j) any amounts required to be deposited to the Rebate Fund established with respect to a Series of Bonds; and

(k) during any Renewal Term following an Original Term or Renewal Term in which there was an insufficiency of Net Proceeds, an amount equal to the insufficiency of Net Proceeds required to repair, replace, restore or modify the affected Project.

The Additional Rentals specified in subsections (a), (b), (c), (j) and (i) shall be payable to the Trustee and shall be due and payable within ten days after notice in writing from said Trustee to the City stating the amount of Additional Rentals then due and payable and the purpose thereof. Except as otherwise provided in the Master Lease or in the Indenture, the Additional Rentals specified in subsections (d), (e), (f), (g), (h), and (i), shall be payable to the Authority or directly to the person or entity with respect to which such costs or fees were incurred and shall be due and payable at such time as the Authority or such person or entity shall require.

The Base Rentals, Additional Rentals and, if paid, the Purchase Option Price, shall be paid exclusively from City Funds and in lawful money of the United States of America. The obligation of the City to make payment of the Base Rentals and Additional Rentals required under the Master Lease and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided hereunder. Notwithstanding any dispute between the City and the Authority, the Trustee, any Bondholder, any contractor or subcontractor retained with respect to the construction and equipping of a Project, any supplier of labor or materials in connection therewith or any other person, the City shall pay all payments of Base Rentals and Additional Rentals, from and to the extent of available City Funds, when due, and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. The obligation of the City to pay Base Rentals and Additional Rentals during the Original Term and the then-current Renewal Term shall be absolute and unconditional in all events, except as expressly provided herein, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances.

Covenant to Request for Appropriation

To the extent permitted by law, the City has agreed as follows:

(i) During the term of the Master Lease, the City has covenanted and agreed (i) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the City in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any and all City Funds then legally available for such purpose) to pay the Base Rentals and reasonably estimated Additional Rentals (calculated as provided in the Master Lease) for a Project or Projects during the next succeeding Renewal Term, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the City for its consideration seeks an appropriation of City Funds sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term, including all such actions for such purpose as may be required under the Uniform Fiscal Procedures Act for Utah Cities, Title 10, Chapter 6, Utah Code Annotated 1953, as amended (the "Uniform Fiscal Procedures Act"). The next inclusion in the City's annual tentative budget shall be made under applicable law in the fiscal year prior to the fiscal year commencing July 1, 2004, so that the Base Rentals and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the City shall be made in each fiscal year thereafter so that the Base Rentals and Additional Rentals payable during such Renewal Term will be available for such purposes as long as the governing body of the City determines to approve such amount in the final budget as adopted.

(ii) To effect the covenants set forth in (a) above, the City has directed its "budget officer" (as such term is defined in the Uniform Fiscal Procedures Act, or any other officer at the time charged with the responsibility of formulating budget proposals, to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the City, in any year in which the Master Lease is in effect, items for all payments required for the ensuing Renewal Term under the Master Lease. It has been expressed as the intention of the City that the decision to renew or not to renew the term of the Master Lease is to be made solely by the governing body of the City at the time it considers for adoption the final budget for each of its fiscal years and corresponding Renewal Terms, and not by any official of the City, acting in his or her individual capacity as such. In this connection, the City has covenanted and agreed that such budget officer or other officer shall not amend, modify or otherwise change the appropriations made in any finally adopted budget for the payment of any Base Rentals or Additional Rentals without the express prior approval of the governing body of the City.

Nonappropriation

In the event that

(a) sufficient City Funds shall not be budgeted and appropriated by the City in a final budget adopted within the time permitted by the Master Lease for the payment of the (i) Base Rentals becoming due during such Renewal Term and (ii) such Additional Rentals becoming due during such Renewal Term which can be determined with reasonable accuracy; or

(b) the City Council fails to adopt a supplemental budget during the then current Fiscal Year prior to the date the actual interest due on the Bonds exceeds the sum of (x) the amount budgeted by the City Council to pay interest on the Bonds during such Fiscal Year plus (y) the amounts, if any, available in the Debt Service Reserve Fund with respect to the applicable series of Bonds; or

(c) the City Council fails to adopt a supplemental budget during the then current Fiscal Year, as provided in the Master Lease, if the actual Additional Rentals exceed amounts budgeted by the City Council for the payment of Additional Rentals; or

(d) the City Council fails to adopt a supplemental budget for payment of Additional Rentals within five days after an Event of Nonappropriation shall have been deemed to occur pursuant to the Master Lease;

then an Event of Nonappropriation shall be deemed to have occurred as of the first day of such Renewal Term and the City shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the Master Lease beyond the last day of the Renewal Term preceding such Event of Nonappropriation. Subject to the provisions of the next succeeding sentence, once the City has elected to continue the Master Lease for a Renewal

Term by budgeting and appropriating sufficient City Funds for the payment of Base Rentals and Additional Rentals under the Master Lease the City shall, as of the first day of such Renewal Term, be obligated to pay such Base Rentals and Additional Rentals during such Renewal Term. If the City fails to pay any Base Rentals or Additional Rentals due under the Master Lease, or upon an Event of Nonappropriation, the City shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals hereunder shall terminate; provided, however, that the City shall remain liable for Base Rentals and Additional Rentals allocable to any period in which the City continues to occupy the Projects. The Trustee, or the Security Instrument Issuer if the Security Instrument is then in effect and being honored, shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Projects for the benefit of the Security Instrument Issuer or the Trustee, as the case may be, as trustee for the benefit of the Bondholders of the Bonds and the Trustee or the Security Instrument Issuer as the case may be shall be further entitled to all moneys then on hand and being held in all funds created under the Indenture, less any moneys then due and owing to the Trustee for services performed as trustee thereunder. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein shall be held by the Trustee under the Indenture for the benefit of the Bondholders as set forth in said Indenture until the principal of, premium, if any, and interest on the Bonds are paid in full and other amounts payable under the Indenture are paid in full and other amounts payable under the Indenture are paid and any excess shall thereafter be paid to the City.

Construction of the Projects

Under the Master Lease, the City, on behalf of the Authority has agreed to construct, equip and furnish any Project through the application of moneys to be disbursed from the Construction Fund by the Trustee upon the authorization of the City Representative in accordance with the Indenture. The Authority has agreed to cause the construction of all Projects to be completed with all reasonable dispatch, subject only to delays caused by Force Majeure excepted.

Each contractor and subcontractor retained in connection with the construction of a Project will be required to furnish a performance bond and payment bond and will be required to procure and maintain builder's risk completed value insurance and worker's compensation insurance.

Establishment of Completion Date for Any One Project; Disbursement of Balance of Construction Fund

The Completion Date for any one Project shall be evidenced to the Trustee by a certificate signed by the Authority Representative and the City Representative stating that, except for amounts retained by the Trustee at the direction of the Authority for any Costs of Acquisition and Construction not then due and payable, (i) the acquisition, construction, installation and improvement of such Project has been completed in accordance with the plans and specifications and all labor, services, materials and supplies used in such acquisition, construction, installation and improvement have been paid for, (ii) all other facilities necessary in connection with such Project have been constructed, acquired and installed to their satisfaction, (iii) such Project is suitable and sufficient for its intended purposes, and (iv) all costs and expenses incurred in the acquisition, construction, and equipping of such Project have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The City and the Authority agree to cause such certificate to be furnished to the Trustee. Upon receipt of such certificate, the Trustee shall retain in the applicable Construction Fund account an aggregate sum equal to the amount estimated by the City Representative and Authority Representative to be necessary for payment of the Costs of Acquisition and Construction not then due and payable. All moneys then on hand in such account within the Construction Fund in excess of the amount to be retained shall be transferred by the Trustee into the Bond Fund for use as provided in the related Supplemental Indenture.

Maintenance of the Projects

The City shall, at its own expense from available City Funds, operate, manage, keep and maintain the Projects (or cause the Projects to be operated, managed, kept and maintained) in good working order, condition and repair including replacements of a capital nature when necessary, and including periodic painting as reasonably determined by the Authority and in accordance with all operating and maintenance manuals and all applicable laws, rules, ordinances, orders and regulations as shall be in effect from time to time of: (1) any federal, state, county,

municipal, or other governmental or quasi-governmental agencies and bodies having or claiming jurisdiction thereof and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction thereof; and (3) all insurance companies insuring all or any part of the Projects.

Modification of the Projects

The City may remodel any Project or make substitutions, additions, modifications and improvements thereto, at its own cost and expense, and the same shall be subject to the Master Lease, the Indenture and the Security Documents; and also shall be included under the terms thereof; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage such Project or cause it to be used for purpose other than those authorized under the provisions of the Master Lease, and the Constitution and laws of the State; and provided, however, that such Project, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements shall be of a fair rental value not less than the fair rental value of such Project immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements.

Taxes, Other Governmental Charges and Utility Charges

In the event that a Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against such Project, an Additional Rental, from and to the extent of City Funds shall be paid by the City equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during that period that the City is obligated to pay Base Rentals. The City shall not allow any liens for taxes, assessments or governmental charges to exist (including, without limitation, any taxes levied which, if not paid, will become a charge on the rentals and receipts prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Indenture), or any interest therein (including the interest of the Authority) on the rentals and revenues derived therefrom or under the Master Lease). The City shall also pay as Additional Rentals, from and to the extent of available City Funds, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Projects.

Provisions Respecting Insurance

The City shall insure or cause to be insured a Project or Projects against loss or damage of the kinds usually insured against by public bodies similarly situated, including, without limitation, policies of casualty and property damage, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with a uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State in amounts that are not less than full insurable value of the Projects. The term "full insurable value" as used herein shall mean the actual replacement value of the Project or at the option of the City any lesser amount which is equal to or greater than the principal amount of all of the Bonds then Outstanding of the Series which financed said Project (or applicable portions thereof in case said Series of Bonds financed more than one Project). Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies which cover not only the Projects but other properties in the amounts required by the previous sentence.

Damage, Destruction and Condemnation

If, prior to the termination of the Lease Term and the payment in full of the Bonds (or the making of provisions for the payment thereof in accordance with the Indenture) (i) the Projects or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) title to, or the temporary or permanent use of the Projects or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of the Projects shall become apparent; or (iv) title to or the use of

all or any material portion of a Project shall be lost by reason of a defect in title thereto, the City shall be obligated to continue to pay the Base Rentals and Additional Rentals and to cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to the Projects to be deposited in a separate trust fund.

Subject to the right of the City to discharge its obligation to repair and replace a Project described in the next succeeding paragraph, the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to a Project or Projects to be deposited in the applicable Construction Fund account(s) if received before the Completion Date and in a separate trust fund under the Indenture if received thereafter. All Net Proceeds so deposited shall be applied to the prompt replacement, repair, restoration, modification or improvement of said Project or Projects by the City upon receipt of a requisition acceptable to the Trustee signed by the City Representative. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment of the principal of, premium, if any, and interest on the applicable Series of Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such Construction Fund or separate trust fund shall be paid to the City. If Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement or to redeem all Outstanding Bonds, the City shall, from and to the extent of available City Funds, complete the work and pay any cost in excess of the amount of the Net Proceeds. The City further agrees that any repair, restoration, modification or improvement paid for in whole or in part out of such Net Proceeds shall be subject to the security afforded by the Indenture, the Master Lease and the Security Documents.

In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of an occurrence described in the Master Lease shall be insufficient to pay in full the cost of any repair, restoration, or modification of a Project or Projects required under the Master Lease, the appropriate budget officers of the City shall, within 30 days of notice of such insufficiency, seek an appropriation from the City Council of the City for an amount equal to any such insufficiency. In the event that the City shall fail to appropriate, by the first day of the next Renewal Term following such request for an appropriation, an amount at least equal to such insufficiency for such purpose, the obligation to repair and replace said Project or Projects under the Master Lease may be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in the Bond Fund, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals under the Master Lease with respect to said Project or Projects, and possession of said Project or Projects as well as all rights created pursuant to the Master Lease and interest of the City and the Authority therein and in any funds or accounts created under the Indenture with respect to said Project or Projects (except for moneys held in the Rebate Fund and for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders of the applicable Series of Bonds. Thereafter, the Authority's interest in said Project or Projects may be liquidated pursuant to the provisions of the Indenture and Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to said Project or Projects (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the applicable Series of Bonds on the next succeeding redemption date. Such redemption of the applicable Series of Bonds shall be made upon full or partial payment of the principal amount of said Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture. In the event that available moneys shall be insufficient to redeem said Bonds by payment of an amount equal to the Outstanding principal amount thereof and accrued interest to the redemption date, no further claim for payment may be had by the Bondholders against the Authority, the City or the Trustee, as provided in the Indenture.

Granting of Easements and Releases

As long as no Event of Nonappropriation or an Event of Default with respect to a Project shall have happened and be continuing, the City may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any property or rights included in this Master lease and the Indenture, free from the security interest afforded by or under the Master Lease, the Indenture and the Security Document or the City may release portions of the sites on which a Project or Projects is located or existing easements, licenses, rights of way and other rights and privileges with or without consideration, and the authority agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver, any instrument

necessary or appropriate to confirm and grant or release such portion of the Project site or any such easement, license, right of way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the City Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of such Project or Projects or any material portion thereof; and (iii) an opinion of counsel to the City that such grant or release will not materially weaken, diminish or impair the security granted to the Bondholders and contemplated hereby or under the Master Lease, the Indenture or the Security Documents.

Conveyance of the Projects

The Authority's right and interest in and to all of a Project shall be transferred, conveyed and assigned by the Authority to the City (i) upon payment by the City of the then applicable Purchase Option Price and upon giving not less than 30 days prior written notice to the Authority and the Trustee; or (ii) upon payment by the City of all Base Rentals and Additional Rentals required to be paid under the Master Lease during the Original Term and each of the Renewal Terms; or (iii) upon the discharge of the lien of the Indenture.

In addition to the purchase option set forth above, the City is granted the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under this Master Lease, a Project may be released from the lien created with respect to the Bonds and the Indenture and this Master Lease and transferred to the City (subject to Permitted encumbrances and liens and encumbrances resulting from the failure of the City to perform or observe the agreements on its part contained in the Master Lease or otherwise consented to by the City), if (i) the City shall deposit with the Trustee the Purchase Option Price for such Project; and (ii) there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of such Project will not adversely affect the excludability of interest on the Bonds from federal gross income of the owners thereof, if applicable. The city shall be obligated to pay all costs of the Trustee and the authority in providing for the transfer and release of any Project or portion thereof.

At the closing of any purchase of any or all of the Projects pursuant to the option to purchase granted in the Master Lease, the Authority shall, upon receipt by the Trustee of the Purchase Option Price, or upon the payment by the City of all Base Rentals and Additional Rentals required, or upon discharge of the lien of the Indenture, as the case may be, deliver to the City the following: (a) if necessary, a release by the Trustee of the lien under the Indenture and Security Documents, together with any other instrument necessary or appropriate to release any security interest granted by the Master Lease with respect to the Project or Projects to be released, the Indenture and Security Documents, and (b) all necessary documents conveying to the City good and marketable title to the Project or Projects to be released as it then exists in accordance with the provisions of the Master Lease.

The purchase option granted to the City with respect to any or all of the Projects is superior to the Indenture and may be exercised whether or not an Event of Nonappropriation of an Event of Default shall have occurred and be continuing under the Master Lease or under the Indenture; provided, however, that such option must be exercised between the later of (i) 90 days after notification in writing by the Trustee to the City of the occurrence of an Event of Default under the Indenture, or (ii) the ultimate disposition of a Project or Projects upon exercise of any available foreclosure remedy, and further provided that, as a condition of the exercise of such option, the City must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Nonappropriation.

Assignment and Subleasing by the City

The Master Lease may not be assigned by the City for any reason. However, all or a portions of a Project may be subleased by the City without the necessity of obtaining the consent of the Authority, the Trustee or any Bondholder; subject, however, to each of the following conditions: (a) a Project may only be subleased to a municipality, school district, agency or other political subdivision of the City or the State or to a private party if the Authority or the City intends to own such Project through the useful life of such Project, and the Authority or the City determines that such ownership of such Project furthers a legitimate public purpose; (b) the Master Lease and the obligations of the City to make payment of Base Rentals and Additional Rentals thereunder shall at all tines

during the Lease Term remain obligations of the City notwithstanding any sublease; (c) the City shall, prior to the execution of a sublease, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of each sublease; (d) any such sublease shall be expressly subordinate to the rights of the Trustee and the Bondholders under the Indenture, the Master Lease and the Security Documents; and (e) receipt by the Trustee of an opinion of bond counsel to the effect that such sublease will not in and of itself cause interest on the Bonds issued to finance such Project to be included in gross income of the owners thereof (if such Bonds were issued bearing tax-exempt interest).

After an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under the Master Lease, the Indenture or the Security Documents, the Trustee may collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all subleases.

Events of Default

Any one of the following shall be an "Event of Default" under the Master Lease:

(i) Failure by the City to pay any Base Rentals or Additional Rentals required to be paid under the Master Lease at the time specified therein, in the absence of an Event of Nonappropriation, for a period of five days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Trustee or, in any event, a failure by the City to make such payments within fifteen days after the date on which they are due; or

(ii) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a) for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not unreasonably withhold its consent to an extension of such time if corrective action shall be instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(iii) The City shall abandon any material portion of a Project; or

(iv) The City's interest in the Master Lease or any part thereof shall be assigned or transferred without the written consent of the Authority, either voluntarily or by operation of law, except as permitted thereunder; or

(v) The City shall file any petition or institute any proceedings wherein or whereby the City seeks to be adjudicated a bankrupt, or to be discharged from any and all of its debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts or seeks a reorganization or a readjustment of the City's debts or for any other similar release, or any such petition or any such proceedings of the same or similar kind or character shall be filed, or instituted or taken against the City and the same shall not have been dismissed or otherwise resolved in favor of the City within 61 days from the filing or institution thereof.

The foregoing Events of Default are subject to the following limitations: (i) the obligations of the City to make payments of the Base Rentals and Additional Rentals as provided in the Master Lease shall be subject to the occurrence of an Event of Nonappropriation; and (ii) if, by reason of Force Majeure, the City shall be unable in whole or in part to carry out any agreement on its part contained in the Master Lease, other than the payment obligations on the part of the City contained in the Master Lease, the City shall not be deemed in default during the continuance of such inability. The City agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the City from carrying out its agreement; provided, however, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City, and the City shall not be required to make settlement of strikes, lockouts or other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City.

Remedies on Default

Whenever any Event of Default shall have happened and be continuing, subject to the limitations contained in the Indenture, the Trustee or the Authority with the written consent of the Trustee shall have the right, at their or its option without any further demand or notice, to take one or any combination of the following remedial steps: (a) immediately reenter and take possession of a Project; (b) exercise any rights or remedies as the Trustee may have under the Security Documents; or (c) take whatever action at law or in equity may appear necessary or desirable to enforce their or its rights in and to a Project, including, without limitation, the right to terminate the Lease Term.

Limitations on Remedies

No judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Nonappropriation under the Master Lease, except as expressly provided in the Master Lease. In the event the security interest created under the Indenture, the Master Lease, or the Security Documents shall be foreclosed subsequent to the occurrence of an Event of Default or an Event of Nonappropriation, no deficiency judgment may be entered against the City or the Authority.

Amendments, Changes and Modifications

Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise expressly provided in the Master Lease, the Master Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, in accordance with provisions of the Indenture.

THE SECURITY DOCUMENT

To secure its payment obligations under the Bonds, the Authority has granted a security interest in the Recreational Facility pursuant to a Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust"), which grants an interest in the Recreational Facility, which will be owned by the Authority, for the equal and proportionate benefit of the Owners of the Bonds. The Deed of Trust is sometimes referred to herein as the "Security Document." Reference is hereby made to the actual Security Document for a complete recital of its terms. During the period of the offering of the Series 2004 Bonds, copies of the Security Document will be available at the office of the Underwriter listed on the page following the cover page hereof. Subsequent to the offering of the Series 2004 Bonds, copies of the Security Document may be obtained from the Trustee.

The Authority under the Security Document will irrevocably warrant, grant, transfer, convey and assign to the Trustee, IN TRUST, WITH POWER OF SALE, all of its right, title, and interest in the Recreation Facility, including but not limited to real property, rents, issues, profits, royalties, income, interest in leases or subleases, options to purchase, easements, rights of way, proceeds of insurance or condemnation and tangible personal property in order to provide additional security for the Authority's payment obligations under the Series 2004 Bonds and the Indenture. The Security Document generally provides for the procedure by which the Trustee can foreclose on and sell the Authority's interest in the Recreational Facility to pay the Authority's payment obligations under the Series 2004 Bonds and Indenture.

APPENDIX C

ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING SALT LAKE COUNTY

The following demographic information is provided solely as background information regarding Salt Lake County.

General

The County is the most populous county in the State (out of 29 counties). Based on the 2000 Census, the population of the County was 898,387, and total State population was 2,233,169. Based on these figures, the County has approximately 40% of the total State population.

Population Growth —Historical Data

	County	Percent Increase From Prior Period	State of Utah	Percent Increase From Prior Period
1940 Census	211,623	N/A	550,310	N/A
1950 Census	274,895	29.9%	688,862	25.2%
1960 Census	383,035	39.3	890,627	29.3
1970 Census	458,607	19.7	1,059,273	18.9
1980 Census	619,066	35.0	1,461,037	37.9
1990 Census	725,956	17.3	1,722,850	17.9
2000 Census	898,387	23.8	2,233,169	29.6

Comparative Population Totals

Year	City of South Jordan[1]	Salt Lake County[2]	State of Utah[2]
2000	29,437[2]	898,387	2,233,169
1999	28,599	843,271	2,121,053
1998	28,000	837,860	2,082,502
1997	27,000	830,627	2,048,753
1996	25,000	818,860	2,002,401
1995	24,000	806,280	1,959,350
1994	21,000	791,788	1,915,604

(1) Source: The City.
(2) Source: U.S. Census Bureau.

Economic Indicators of Salt Lake County

Labor Force	1998	1999	2000	2001	2002(p)
Labor Force	466,897	474,708	503,402	508,259	514,614
Employed	451,165	458,549	488,550	486,456	482,260
Unemployed	15,732	16,159	14,852	21,803	32,354
Rate	*3.4%*	*3.4%*	*3.0%*	*4.3%*	*6.3%*
Nonfarm Jobs	519,499	531,329	545,153	544,714	533,810
% Change Prior Year	*3.0%*	*2.3%*	*2.6%*	*-0.1%*	*-2.0%*
Mining	*	2,235	2,336	2,171	1,877
Construction	*	34,199	34,636	33,755	30,552
Manufacturing	*	55,283	55,342	53,423	49,785
Trade/Transportation/Utilities	*	114,010	118,505	119,204	115,894
Information	*	19,172	20,664	20,498	18,614
Financial Activities	*	39,797	41,268	43,764	43,768
Professional/Business Services	*	84,583	88,340	85,400	80,345
Education/Health/Social Services	*	43,191	41,404	46,302	47,881
Leisure/Hospitality	*	42,741	43,923	43,821	45,909
Other Services	*	14,936	15,950	16,896	18,016
Government	*	81,182	82,785	79,480	81,087
Total Establishments	29,272	29,916	30,840	31,846	32,467
Total Wages ($Millions)	15.168	16.152	17.407	17.322	17.857

* Figures unavailable due to re-classification by the Utah Department of Workforce Services.
(p) Preliminary
(Source: Utah Department of Workforce Services.)

Income and Wages	1998	1999	2000	2001	2002(p)
Total Personal Income ($Millions)	22,091.0	23,195.2	24,851.7	25,665.7	N/A
Per Capita Income	25,051	26,029	27,587	28,188	N/A
Average Family Income from IRS Returns	47,908	51,706	54,244	52,798	N/A
Average Monthly Nonfarm Wage	2,433	2,533	2,662	2,740	2,788

(p) Preliminary
(Source: Utah Department of Workforce Services.)

Sales and Building	1998	1999	2000	2001	2002
Gross Taxable Sales ($000s)	14,480,792	15,032,355	15,941,513	15,849,186	15,706,066
Permit Authorized Construction ($000)	1,465,718	1,403,778	1,421,173	1,389,799	1,141,988
New Residential Building Permits	6,416	5,286	4,666	5,429	5,406
Residential Building Permit Value ($000)	653,007	579,376	544,608	628,385	653,464

(Source: Utah Department of Workforce Services.)

Business and Industry

The County is the business and financial center for most of the major businesses and industries in the State.

Salt Lake County Largest Employers

Company	Industry	Employment Range
University of Utah	Higher Education	15,000–19,999
Intermountain Health Care	Health Care	10,000–14,999
State of Utah	State Government	10,000–14,999
Granite School District	Public Education	7,000–9,999
Jordan School District	Public Education	7,000–9,999
Novus Services Inc.	Credit Services	5,000–6,999
Salt Lake County	Local Government	5,000–6,999
Delta Airlines	Air Transportation	4,000–4,999
Fred Meyer/Smith's Food King	Grocery/Merchandise Stores	3,000–3,999
Convergys	Telephone Call Center	3,000–3,999
U.S. Post Office	Federal Government	3,000–3,999
Salt Lake City Corp.	Local Government	3,000–3,999
Salt Lake City School District	Public Education	3,000–3,999
Zions Bank Management Services	Banking	2,000–2,999
Qwest Inc.	Telecommunications	2,000–2,999
Albertsons	Grocery Stores	2,000–2,999
United Parcel Service	Courier Service	2,000–2,999
Wal-Mart	Discount Department Store	2,000–2,999
Salt Lake Community College	Higher Education	2,000–2,999

(Source: Utah Department of Workforce Services, Updated September 2003.)

Rate of Unemployment – Annual Average[1]

Year	Salt Lake County	State of Utah	United States
1998	3.4%	3.8%	4.5%
1999	3.4	3.7	4.2
2000	3.0	3.3	4.0
2001	4.3	4.4	4.7
2002	6.3	6.1	5.8

(1) 2003 figures not yet available.

(Source: Utah Department of Workforce Services.)

[Remainder of page intentionally left blank.]

Education

Primary and Secondary Education. Jordan School District (one of four public school districts located in Salt Lake County) is located in the southern portion of Salt Lake County including the City. The Jordan School District provides primary education to approximately 72,600 students and employs approximately 5,000 to 7,000 people with headquarters in Sandy City. The Salt Lake City School District, headquartered in Salt Lake City, is located in the northern half of Salt Lake County and provides primary education to approximately 25,400 students and employs approximately 3,000 to 4,000 people. Granite School District is located in the central portion of Salt Lake County with the majority of the school district boundaries running from east to west. The Granite School District, with headquarters in an unincorporated area of Salt Lake County, provides primary education to approximately 74,400 students and employs approximately 7,000 to 10,000 people. Murray City School District is coterminous with the boundaries of Murray City (located in the center portion of Salt Lake County) and provides primary education to approximately 6,775 students. Murray City School District, with headquarters in Murray City, employs approximately 700 to 1,000 people.

Salt Lake County also has Catholic parochial schools, Episcopal schools and Lutheran schools.

Higher Education. The University of Utah is located on the east bench of Salt Lake City. This University was founded in 1850 and is the oldest mainland University west of the Missouri River. Approximately 25,000 full and part-time students are enrolled. Utah State University, Weber State University and Brigham Young University (the largest private university in the United States) are all located within a one-hour drive of Salt Lake County. Salt Lake County also has a business college, Westminster College (a fully-accredited interdenominational college), and Salt Lake Community College.

Medical Service

There are 13 hospitals available to the public in the metropolitan County area, with a total acute bed capacity of more than 2,500.

Transportation

Salt Lake City is a major transportation crossroads in the Intermountain West. Three major railroads, ten major airlines, two bus lines and many truck lines serve the area. Salt Lake City is located at the convergence of four major highways including two interstate highway systems, I-15 and I-80. The Salt Lake International Airport is an air transportation hub in the Intermountain West and a principal hub and reservation center for Delta Airlines. The Utah Transit Authority ("UTA"), selected as one of the top transit operations in the country by the American Transit Association, operates a commuter bus system in Salt Lake City and throughout the neighboring counties. UTA recently completed a light-rail system which operates between the southern end of Salt Lake Valley and Salt Lake City.

The Utah Department of Transportation just completed a massive reconstruction of a portion of Interstate Highway 15 ("I-15") which runs north-south through the County. The project includes widening the freeway by two lanes in each direction as well as reconstruction of all of the on and off ramps in the County. It also includes complete reconstruction of the interchange between I-15 and Interstate Highway 80.

Municipal Services and Utilities

Water. The City owns and operates its own culinary and secondary water facilities.

Electric Power. Electricity is furnished in the City by Utah Power & Light.

Natural Gas. Natural gas is furnished in the City by Questar Gas, an investor-owned corporation that is primarily engaged in natural gas utility operations but also is involved in certain non-utility operations.

Telephones. Qwest Communications (formerly known as U.S. West Communications) provides multiple electronic communications service to the City and County metropolitan area.

Sewer and Solid Waste. Sewer Service is furnished by the South Valley Sewer District

Collection of solid waste is contracted by the City and deposited to the Trans-Jordan landfill.

Tourism and Recreation

Salt Lake County's Salt Palace is a civic auditorium and convention center originally completed in 1969 and expanded in 1983 and renovated in 1996 and currently under expansion. The Salt Palace plays host to many different conventions and community activities.

The 20,400 seat arena known as the Delta Center is located a few blocks away from the County's Salt Palace complex. The facility is currently the home of the Utah Jazz of the National Basketball Association.

West Valley City, located in the County, has constructed a 10,000 seat, special event center (the "E Center"). The E Center is currently home to the Utah Grizzlies of the American Hockey League.

Salt Lake City constructed in 1994, a 12,400-seat baseball stadium which is the home of the Salt Lake Stingers of the Pacific Coast "AAA" baseball league.

The County is advertised as the center of scenic America. Within a day's drive of the County, one can visit 70% of the officially designated national parks and monuments of America. The Wasatch Mountains, east of the County, are well known for their ski resorts, which are within about 45 minutes' drive of downtown Salt Lake City. These resorts include Park City, The Canyons, Deer Valley, Alta, Snowbird, Brighton, and Solitude.

Salt Lake City is the international headquarters of The Church of Jesus Christ of Latter-day Saints. At Temple Square in downtown Salt Lake City approximately four million visitors see the famous Salt Lake Temple, Tabernacle and Visitors Center each year. The widely known 375-voice Mormon Tabernacle Choir broadcasts weekly from Temple Square.

Salt Lake City is also the home of Ballet West and the Utah Symphony Orchestra. The Fine Arts Museum and the Utah Museum of Natural History are located on the University of Utah Campus. Salt Lake City also hosts the Pioneer Memorial Theater, the Utah Civic Opera, the Utah Opera Company, the Hansen Planetarium, and the Utah Heritage Foundation.

The County owns the historic Capitol Theater, located in Salt Lake City, for the performing arts. The theater serves as the home of Ballet West, Repertory Dance Theater, Ririe-Woodbury Dance Company, and the Utah Opera Company. A symphony hall was constructed in 1982, directly north of the Salt Palace, and is the home of the Utah Symphony Orchestra. In addition, the Salt Lake Art Center has its gallery and art school facilities in a building adjacent to the symphony hall.

Easily accessible from the City are Utah's five national parks as well as two national monuments, all in the southern part of the State. Glen Canyon National Recreational Area (National Parks Service) and Lake Powell, also in southern Utah, are frequented by many visitors from northern Utah. To the east is found the Flaming Gorge Reservoir, the Flaming Gorge National Recreation Area and a portion of Dinosaur National Monument. Some twenty-five state parks as well as state historical monuments and recreational areas are also in Utah.

APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement"), among the City of South Jordan, Utah (the "City"), and Zions First National Bank (the "Trustee"), is executed in connection with the issuance by the Municipal Building Authority of the City of South Jordan, Utah (the "Issuer") of its $12,500,000 Adjustable Rate Lease Revenue Bonds, Series 2004 (the "Series 2004 Bonds"). The Series 2004 Bonds are being issued pursuant to a General Indenture of Trust and a First Supplemental Indenture of Trust, both dated as of June 1, 2004 (collectively, the "Indenture"), between the Issuer and the Trustee. The proceeds of the sale of the Series 2004 Bonds are being used, among other things to finance costs of acquisition of a golf and games recreational facility and construction of certain infrastructure improvements (the "2004 Project"). Pursuant to a Master Lease Agreement dated as of June 1, 2004 (the "Master Lease"), the Issuer will lease the 2004 Project to the City in consideration for certain rental payments to be made by the City, which payments have been assigned to the Trustee to the payment of the Series 2004 Bonds. The City hereby acknowledges that it is an "obligated person" within the meaning of the hereinafter defined Rule. In connection with the aforementioned transactions, the City and the Trustee covenant and agree as follows:

(a) Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City and the Trustee for the benefit of the Bondholders and Beneficial Owners of the Series 2004 Bonds and in order to assist the Participating Underwriter in complying with the Rule (each as defined below).

Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report of the City" means the Annual Report of the City provided by the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2004 Bonds (including persons holding Series 2004 Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean the Trustee, acting in its capacity as Dissemination Agent hereunder, or any of its successors or assigns.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board, the address of which is currently 1900 Duke Street, Suite 600, Alexandria, VA; Telephone (703) 797-6700; Fax (703) 797-6600.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. Currently, the following are National Repositories:

Bloomberg Municipal Repositories
100 Business Park Drive
Skillman, NJ 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
E-Mail: http://www.bloomberg.com/markets/rates/municontacts.html

FT Interactive Data
Attn: NRMSIR
100 Williams Street
New York, NY 10038
Phone: (212)771-6999
Fax: (212) 771-7390 (Secondary Market Information)
Fax: (202) 771-7391 (Primary Market Information)
E-Mail: NRMSIR@FTID.com

Standard & Poor's Securities Evaluations Inc.
55 Water Street - 45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax: (212) 438-3975
E-Mail: repository@sandp.com

DPC Data Inc.
One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
E-Mail: nrmsir@dpcdata.com

"Official Statement" shall mean the Official Statement of the Issuer dated June 28, 2004 relating to the Series 2004 Bonds.

"Participating Underwriter" shall mean Wells Fargo Brokerage Services, LLC, as original underwriter of the Series 2004 Bonds.

"Repository" shall mean each National Repository and each State Repository.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Utah.

"State Repository" shall mean any public or private repository or entity designated by the State for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date hereof there is no State Repository.

"Tax-exempt" shall mean that interest on the Series 2004 Bonds is excludable from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

Provision of Annual Reports.

(a) The City shall prepare an Annual Report of the City and shall, or shall cause the Dissemination Agent to, not later than one hundred ninety-nine (199) days after the end of each fiscal year of the City (presently June 30), commencing with the fiscal year ended 2004, provide to each Repository the Annual Report of the City which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report of the City to the Dissemination Agent. In each case, the Annual Report of the City may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by

that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(e).

(b) If by fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report of the City to Repositories, the Dissemination Agent has not received a copy of the Annual Report of the City, the Dissemination Agent shall contact the City to determine if the City is in compliance with subsection (i).

(c) If the Dissemination Agent is unable to verify that the Annual Report of the City has been provided to the Repositories by the dates required in subsections (a) and (b), the Dissemination Agent shall, in a timely manner, send a notice to each Repository and to MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report of the City, the name and address of each National Repository and each State Repository, if any; and

(ii) file reports with the City, as appropriate, certifying that their Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

Content of Annual Reports. The Annual Report of the City shall contain or incorporate by reference the following:

(iii) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accounts. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report of the City and audited financial statements will be provided when and if available.

(iv) An update of the financial and operating information in the Official Statement relating to the City of the type contained under the headings: "FINANCIAL INFORMATION REGARDING THE CITY—Five Year Financial Summaries-General Fund—Historical Taxable Value of Taxable Property—Revenues and Other Financing Sources by Source-Last Ten Fiscal Years—General Fund Governmental Expenditures by Function-Last Ten Fiscal Years—Tax Revenue by Source—General Obligation Legal Debt Limit and Additional Debt Incurring Capacity—Sources of General Fund Revenues—Five Year Financial Summaries—Debt Structure of the City."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City, as appropriate or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City, as appropriate, shall clearly identify each such other document so incorporated by the reference.

Reporting of Significant Events.

(e) Pursuant to the provisions of this Section 5, the City shall give or cause to be given, notice of any occurrence of any of the following events with respect to the Series 2004 Bonds, if material:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on any credit enhancement reflecting financial difficulties;

(v) Substitution of any credit or liquidity provider, or their failure to perform;

(vi) Adverse tax opinions or events affecting the tax-exempt status of the Series 2004 Bonds;

(vii) Modifications to rights of Bondholders;

(viii) Optional, contingent or unscheduled Bond calls;

(ix) Release, substitution or sale of property securing payment of the Series 2004 Bonds;

(x) Rating changes; or

(xi) Defeasances.

(f) Whenever the City obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(g) If the City has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (e).

(h) If the City determines that the Listed Event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (e).

(i) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the National Repositories or the MSRB, the Bond Insurer and each State Repository, if any. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(viii) and (xi) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2004 Bonds pursuant to the Indenture.

Termination of Reporting Obligation. The City's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2004 Bonds. If such termination occurs prior to the final maturity of the Series 2004 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(e).

Dissemination Agent. The City hereby appoints the Trustee as Dissemination Agent under this Disclosure Agreement.

Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City and the Trustee may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(j) If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Series 2004 Bonds, or the type of business conducted;

(k) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2004 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(l) The amendment or waiver either (i) is approved by the Holders of the Series 2004 Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2004 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City shall describe such amendment in the next Annual Report of the City, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(e), and (ii) the Annual Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Bondholder or Beneficial Owner of the Series 2004 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an "event of default" under the Indenture or the Lease, and the sole remedy under this Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2004 Bonds.

Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2004 Bonds, and shall create no rights in any other person or entity.

Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____ __, 2004

CITY OF SOUTH JORDAN, UTAH

[SEAL]

By: _____
Mayor

Attest:

_____
City Recorder

ZIONS FIRST NATIONAL BANK
as Trustee

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Municipal Building Authority of the City of South Jordan, Utah
Name of Bond Issue:	$12,500,000 Adjustable Rate Lease Revenue Bonds, Series 2004
Name of the Obligated Person:	City of South Jordan, Utah
Date of Delivery:	June 29, 2004

NOTICE IS HEREBY GIVEN that the Obligated Person has not provided an Annual Report with respect to the above-named Series 2004 Bonds as required by the Continuing Disclosure Agreement dated as of _____ ___, 2004, among the City of South Jordan, Utah and Zions First National Bank, as Trustee. The Obligated Person anticipates that the Annual Report will be filed by _____.

Dated: _____

_____

By:_____

APPENDIX E

FORM OF BOND COUNSEL OPINION

We have acted as bond counsel for the Municipal Building Authority of the City of South Jordan, Utah (the "Authority"), in connection with the issuance by the Authority of $12,500,000 aggregate principal amount of its Adjustable Rate Lease Revenue Bonds, Series 2004 (the "Series 2004 Bonds"). The Series 2004 Bonds are being issued pursuant to (i) the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated, 1953, as amended (the "Act"); (ii) a parameters resolution and a bond resolution of the governing body of the Authority adopted on April 6, 2004, as amended on May 18, 2004, and June 22, 2004, respectively, and resolutions of the City Council of City of South Jordan, Utah (the "City") adopted April 6, 2004, and June 22, 2004; (iii) a General Indenture of Trust and a First Supplemental Indenture of Trust, each dated as of June 1, 2004 (collectively, the "Indenture"), by and between the Authority and Zions First National Bank, as trustee. To secure payment of the Series 2004 Bonds, the Authority and the City have entered into a Reimbursement Agreement dated as of June 1, 2004, (the "Reimbursement Agreement") among the Authority, the City and BNP Paribas (the "Letter of Credit Bank"). The Series 2004 Bonds are being issued for the purpose of financing (i) the acquisition of a golf and games recreational facility, related improvements, and the construction of certain infrastructure improvements (the "2004 Project"); (ii) the funding of capitalized interest on the Series 2004 Bonds; (iii) the funding of a debt service reserve fund; and (iv) the payment of issuance costs of the Series 2004 Bonds.

The 2004 Project has been leased by the Authority to the City on an annually renewable basis and with an option to purchase, exercisable by the City, pursuant to the terms of a Master Lease Agreement dated as of June 1, 2004, as may be amended and supplemented from time to time (the "Lease") between the Authority and the City. Payments by the City under the Lease may be made only from funds which are budgeted and appropriated by the City for such purpose. Except to the extent payable from the proceeds of the Series 2004 Bonds and income from the investment thereof, the proceeds of certain insurance policies, performance bonds, condemnation awards and liquidation proceeds, if any, the Series 2004 Bonds are payable solely from, and are secured by a pledge of, rentals derived by the Authority under the Lease and an irrevocable letter of credit issued by the Letter of Credit Bank under the Reimbursement Agreement. The Indenture provides that the Series 2004 Bonds and the interest thereon (i) are not general obligations, but are special, limited obligations of the Authority; (ii) do not constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitation; and (iii) do not constitute or give rise to a pecuniary liability of the City or a charge against the general credit or taxing powers of the City. Neither the City nor the Authority on its behalf has pledged the credit of the City to the payment of the Series 2004 Bonds or the interest thereon or rentals under the Lease.

Our services as bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Series 2004 Bonds under the applicable laws of the State of Utah and to a review of the transcript of such proceedings and certificates. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certificates of public officials furnished to us without undertaking to verify the same by independent investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

The Internal Revenue Code of 1986, as amended (the "Code"), contains a number of requirements and restrictions which apply to the Series 2004 Bonds. The Authority and the City have covenanted to comply with all such requirements and restrictions. Failure to comply with certain of such requirements and restrictions may cause interest on the Series 2004 Bonds to become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2004 Bonds. We have assumed, without undertaking to determine or confirm, continuing compliance by the Authority and the City with such requirements and restrictions in rendering our opinion regarding the tax-exempt status of interest on the Series 2004 Bonds.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Authority has been created as a nonprofit corporation under the Revised Utah Nonprofit Corporation Act, Title 16, Chapter 6a, Article 2, Utah Code Annotated 1953, as amended and is validly organized

and existing under the provisions of the Act, with powers, among others, to issue the Series 2004 Bonds and to perform its obligations under the Indenture, the Lease, and the Reimbursement Agreement.

2. The City is a political subdivision and body politic, validly existing under the Constitution and laws of the State of Utah.

3. The Lease and the Reimbursement Agreement have each been authorized, executed and delivered by the City and the Authority, and each constitutes a valid and binding obligation enforceable against the City and the Authority.

4. The Indenture has been authorized, executed and delivered by the Authority and constitutes a valid and binding obligation enforceable against the Authority.

5. The Series 2004 Bonds have been authorized by the Authority, executed and delivered by authorized officials of the Authority and are valid and binding special, limited obligations of the Authority, and the Series 2004 Bonds do not constitute a general obligation indebtedness of the Authority or the City within the meaning of any state constitutional provision or statutory limitation, or a charge against the general credit of the Authority or the City.

6. Based on an analysis of currently existing laws, regulations, decisions and interpretations, interest on the Series 2004 Bonds is excludable from gross income for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum taxes imposed on individuals and corporations, but such interest is included in earnings and profits in computing the federal alternative minimum taxes imposed on certain corporations.

7. Interest on the Series 2004 Bonds is exempt from State of Utah individual income taxes under currently existing law.

In rendering our opinion, we wish to advise you that:

(a) The rights of the holders of the Series 2004 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(b) We express no opinion herein as to the accuracy, adequacy, or completeness of the Official Statement or any other offering material relating to the Series 2004 Bonds; and

(c) Although we have rendered an opinion that interest on the Series 2004 Bonds is excludable from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2004 Bonds may otherwise affect a bondholder's tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and the bondholder's other items of income or deduction. We express no opinion regarding any other tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2004 Bonds.

Respectfully submitted,

index

Loan Policy of Title Insurance

Fidelity National Title Insurance Company
A Stock Company

Policy Number

1422- 155789

LOAN POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the Insured by reason of:

1. *Title to the estate or interest described in Schedule A being vested other than as stated therein;*
2. *Any defect in or lien or encumbrance on the title;*
3. *Unmarketability of the title;*
4. *Lack of a right of access to and from the land;*
5. *The invalidity or unenforceability of the lien of the insured mortgage upon the title;*
6. *The priority of any lien or encumbrance over the lien of the insured mortgage;*
7. *Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:*
   - *(a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or*
   - *(b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;*
8. *Any assessments for street improvements under construction or completed at Date of Policy, which now have gained or hereafter may gain priority over the lien of the insured mortgage;*
9. *The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.*

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly arthorized officers as of Date of Policy shown in Schedule A.

Policy issued through the offices of:

UNITED TITLE SERVICES

4001 South 700 East, Suite 300
Salt Lake City, Utah 84107
(801) 924-5330 Fax: (801) 263-0660

FIDELITY NATIONAL TITLE INSURANCE COMPANY CORPORATE SEAL

Fidelity National Title Insurance Company

By: _____ President

ATTEST

_____ Secretary

Countersigned _____
Authorized Signature

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) **Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.**

   (b) **Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.**
2. **Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.**
3. **Defects, liens, encumbrances, adverse claims or other matters:**

   (a) **created, suffered, assumed or agreed to by the insured claimant;**

   (b) **not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;**

   (c) **resulting in no loss or damage to the insured claimant;**

   (d) **attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or**

   (e) **resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.**
4. **Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.**
5. **Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.**
6. **Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.**
7. Any claim which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or

   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:

   (a) to timely record the instrument of transfer; or
   (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

(a) After Acquisition of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) After Conveyance of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

CONDITIONS AND STIPULATIONS - (Continued and Concluded on Last Page of this Policy)

Loan Policy
Schedule A

SCHEDULE A

Order No.: **00190184** Policy No: **1422-155789**
Endorsements: **ALTA 9, 6.0, LETTER OF CREDIT, 3.1, 111.11, UT45, 103.7, 116, UT40 $12,178.00**

Amount of Insurance: **$12,619,864.00** Premium: **$14,057.00**

Date of Policy: **June 29, 2004** at **10:35 a.m.**

1. Name of Insured:

   BNP PARIBAS, as letter of credit bank and ZIONS FIRST NATIONAL BANK, as Bond Trustee

2. The estate or interest in the land which is encumbered by the insured mortgage is:

   fee simple

3. Title to the estate or interest in the land is vested in:

   MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH, a non-profit corporation

4. The insured mortgage and assignments thereof, if any, are described as follows:

   DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Trustor:	**MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, a nonprofit corporation**
Trustee:	**ZIONS FIRST NATIONAL BANK, as Deed of Trust trustee and bond trustee**
Beneficiary:	**BNP PARIBAS, as letter of credit bank, together with the Bond Trustee**
Amount:	**$12,500,000.00**
Dated:	**June 1, 2004**
Recorded:	**June 29, 2004**
Entry No.:	**9105037**
Book/Page:	**9007-3522**

NOTE: This Policy is delivered on the assumption that the total amount secured by the Deed of Trust shown in Schedule "A" is not the same as the face amount of this Policy. The total amount of insurance includes deferred interest on said Deed of Trust.

Order No.: **00190184** Policy No: **1422-155789**

SCHEDULE A CONTINUED

5. The land referred to in this policy is situated in **Salt Lake** County, State of Utah, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

SCHEDULE B

Order No. **00190184** Policy No. **1422-155789**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part 1

1. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-276-001.

2. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-276-002.

3. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-276-014.

4. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-276-015.

5. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-276-022.

6. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-226-015.

7. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-226-016.

8. Taxes for the year 2004 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2003 have been paid as to Tax Parcel No. 27-14-226-017.

9. Said property is included with the boundaries of SOUTH JORDAN, and is subject to the following charges and assessments thereof:

   SOUTH JORDAN CITY (254-3742)
   SOUTH VALLEY SEWER (571-1166)

10. EASEMENT AND CONDITIONS CONTAINED THEREIN:

Grantor:	JOHN D. HARMAN and GEORGE E. HARMAN
Grantee	MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY
Purpose:	To construct, operate, maintain and remove such communication and other facilities, upon, over, under and across subject property.
Dated:	March 31, 1959
Recorded:	April 7, 1959
Entry No:	1646201
Book/Page:	1601-643

Order No.: **00190184** Policy No: **1422-155789**

SCHEDULE B - PART 1
CONTINUED

11. TRANSMISSION LINE EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: LEWIS P. BURBIDGE and MYRLE BURBIDGE. his wife
    Grantee: UTAH POWER AND LIGHT COMPANY
    Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system.
    Dated: November 30, 1956
    Recorded: March 6, 1957
    Entry No.: 1528452
    Book/Page: 1394-524

12. TRANSMISSION LINE EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: GEORGE E. HARMAN and JOYCE E. HARMAN, his wife, et al
    Grantee: UTAH POWER AND LIGHT COMPANY
    Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system.
    Dated: December 1, 1956
    Recorded: March 6, 1957
    Entry No.: 1528461
    Book/Page: 1394-533

13. TRANSMISSION LINE EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: WM. R. SOFFE and LUCY A. SOFFE, his wife
    Grantee: UTAH POWER AND LIGHT COMPANY
    Purpose: To construct, operate, maintain and repair electric transmission and/or distribution system.
    Dated: November 29, 1956
    Recorded: March 6, 1957
    Entry No.: 1528462
    Book/Page: 1394-534

14. EASEMENT AS DISCLOSED BY WARRANTY DEED
    Purpose: JOHN D. HARMAN and VERA E. HARMAN, his wife, et al
    Dated: August 5, 1966
    Recorded: August 5, 1966
    Entry No.: 2166493
    Book/Page: 2483-85

15. RIGHT OF WAY EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: RONALD E. SOFFE and MARY JO SOFFE, his wife, et al
    Grantee: THE MOUNTAIN FUEL SUPPLY COMPANY
    Purpose: To lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities.
    Dated: January 7, 1970
    Recorded: January 13, 1970
    Entry No.: 2316989
    Book/Page: 2821-228

Order No.: **00190184** Policy No: **1422-155789**

SCHEDULE B - PART 1
CONTINUED

16. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: GEORGE E. HARMAN and JOYCE EMERY HARMAN, his wife
    Grantee: SEWERAGE IMPROVEMENT DISTRICT NO. 1, a body politic of the State of Utah
    Purpose To lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, vales, valve boxes and other sewer transmission distribution structures and facilities
    Dated: November 10, 1975
    Recorded: November 25, 1975
    Entry No.: 2763802
    Book/Page 4037-110

17. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: GEORGE E. HARMAN and JOYCE E. HARMAN, his wife
    Grantee: GEORGE DAVID HARMAN and VALERIE HARMAN, et al
    Purpose For roadway purposes, water, sewer, power and other utilities
    Dated: January 21, 1980
    Recorded: January 24, 1980
    Entry No.: 3392307
    Book/Page 5033-338

18. EASEMENT AS DISCLOSED BY QUIT CLAIM DEED
    Grantor: UTAH DEPARTMENT OF NATURAL RESOURCES, Division of Parks and Recreation
    Grantee: GEORGE E. HARMAN and JOYCE EMERY HARMAN
    Purpose: Grantor will install on or before development a 4 foot (four foot) field fence, complete with two strands of barbwire and one 10 ft. (ten foot) gate. The gate location is to be determined by grantee. Grantor will also provide a 18" diameter culvert and ditch to grantee's property from the Jordan River for stock watering. Location of culvert will be determined by Grantee.
    Dated: February 20, 1985
    Recorded: March 7, 1985
    Entry No.: 4058569
    Book/Page: 5635-197

19. EASEMENT AS DISCLOSED BY QUIT CLAIM DEED
    Grantor: UTAH DEPARTMENT OF NATURAL RESOURCES, Division of Parks and Recreation
    Grantee: FORREST HANCOCK and RENAE HANCOCK, Trustee of the HANCOCK FAMILY TRUST
    Purpose: Grantor agrees to install new field fence with a 10' access gate, location to be determined by Grantee on or before the time of development of trails for Parkway. The Grantor also agrees to provide an 18" culvert from the river to Grantees property for stock watering purposes. Culvert to be installed at an elevation capable of conveying water during low flows of the river.
    Dated: February 20, 1985
    Recorded: April 17, 1986
    Entry No.: 4231721
    Book/Page: 5757-369

Order No.: **00190184** Policy No: **1422-155789**

SCHEDULE B - PART 1
CONTINUED

20. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: LUCY A. SOFFE
    Grantee: FOREST HANCOCK
    Purpose For ingress and egress
    Dated: January 30, 1959
    Recorded: April 24, 1991
    Entry No.: 5055793
    Book/Page 6308-2485

21. WATER LINE EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: MULLIGAN'S
    Grantee: SOUTH JORDAN CITY, a municipal corporation
    Purpose A perpetual 20' water line easement
    Dated: October 28, 1997
    Recorded: January 29, 1998
    Entry No.: 6849599
    Book/Page 7865-1189

22. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: MULLIGAN'S GOLF AND GAMES SOUTH, INC.
    Grantee: UTAH DEPARTMENT OF TRANSPIRATION
    Purpose A temporary construction easement incident to the widening of 10600 South Street
    Dated: March 1, 2001
    Recorded: March 9, 2001
    Entry No.: 7840185
    Book/Page 8432-6994

23. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantor: MULLIGAN'S GOLF AND GAMES SOUTH, INC.
    Grantee: UTAH DEPARTMENT OF TRANSPIRATION
    Purpose For constructing thereon cut and/or fill slopes and appurtenant parts thereof incident to the widening of 10600 South Street
    Dated: March 1, 2001
    Recorded: March 9, 2001
    Entry No.: 7840187
    Book/Page 8432-6999

24. Right of way across the Southwesterly portion of subject property as disclosed by County Plat.

Order No.: **00190184** Policy No: **1422-155789**

SCHEDULE B - PART 1
CONTINUED

25. DEED OF TRUST
    Trustor: JAMES C. BLAIR, III
    Trustee: METRO NATIONAL TITLE
    Beneficiary: GEORGE E. HARMAN and JOYCE E. HARMAN, as Trustees or their Successors in Trust, of the G&J HARMAN FAMILY TRUST dated November 22, 1993
    Amount: $282,124.00
    Dated: February 24, 1995
    Recorded: February 28, 1995
    Entry No.: 6030816
    Book/Page: 7108-1932

    NOTE: Escrow Deposit Agreement, by and between Zions First National Bank, as Trustee, and Municipal Building Authority of the City of South Jordan, Utah, has been established in an amount sufficient to defease the promissory notes for the benefit of the note holders.

26. DEED OF TRUST
    Trustor: MULLIGANS GOLF AND GAMES SOUTH, INC.
    Trustee: METRO NATIONAL TITLE
    Beneficiary: FORREST HANCOCK and RENAE HANCOCK, Trustees of THE HANCOCK FAMILY TRUST, dated January 30, 1984
    Amount: $347,693.34
    Dated: August 12, 1996
    Recorded: August 20, 1996
    Entry No.: 6434248
    Book/Page: 7469-2069

    NOTE: Escrow Deposit Agreement, by and between Zions First National Bank, as Trustee, and Municipal Building Authority of the City of South Jordan, Utah, has been established in an amount sufficient to defease the promissory notes for the benefit of the note holders.

SCHEDULE B

PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule (A) is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or coverage of the insured mortgage upon the estate or interest:

NOTICE OF MASTER LEASE AGREEMENT

Executed By:	**MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH, a nonprofit corporation**
Dated:	**June 29, 2004**
Recorded:	**June 29, 2004**
Entry No.:	**9105038**
Book/Page:	**9007-3545**

Exhibit A

PARCEL 1:

Beginning at a point on the North right of way line of 10600 South Street and the centerline of a 20 foot right of way, said point being West 976.59 feet and North 170.58 feet from the found East Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said right of way centerline North 03°05'16" East 217.90 feet and North 12°14'57" West 267.60 feet; thence North 77°39'23" East 10 feet; thence North 12°30'37" West 81.10 feet to the South line of that certain Parcel deeded to the Salt Lake Church of Christ by Warranty Deed recorded February 5, 1997 as Entry No. 6565607 in Book 7592 at Page 2811 of Official Records; thence North 84°37'17" East along said South line 155.30 feet to a fence at the Southeast corner of said Parcel; thence along said fence the following 18 calls; North 13°56'08" West 13.30 feet; North 11°08'47" West 5.50 feet; North 24°03'30" West 44.97 feet; North 26°10'55" West 42.93 feet; North 26°09'34" West 45.04 feet; North 24°08'27" West 45.08 feet; North 27°18'12" West 30.16 feet; North 30°22'39" West 45.59 feet; North 26°11'23" West 31.33 feet; North 23°03'31" West 55.81 feet; North 22°24'45" West 48.59 feet; North 18°09'26" West 45.59 feet; North 18°45'06" West 43.25 feet; North 20°39'23" West 31.37 feet; North 26°07'41" West 16.13 feet; North 37°01'12" West 15.26 feet; North 60°48'42" West 14.23 feet; North 75°38'03" West 10.61 feet to the end of said fence; thence North 88°54'00" West 458.00 feet; thence North 00°26'43" East 212.92 feet; thence South 89°33'17" East 273.00 feet; thence North 00°26'43" East 528.73 feet; thence North 88°36'50" East 90.82 feet to a fence corner and the Southwest corner of the W. Van Palmer Property as surveyed by McNeil Engineering (Recordation No. S98-08-0467 on file with the Salt Lake County Surveyor's Office); and running thence along said fence and South property line of the following 12 calls; North 88°42'12" East 135.11 feet; North 89°07'08" East 60.47 feet; South 89°14'46" East 138.94 feet; South 88°59'30" East 172.62 feet; South 88°58'14" East 246.76 feet; South 88°53'58" East 212.09 feet; South 88°50'08" East 194.46 feet; South 89°00'29" East 108.30 feet; South 88°18'15" East 79.51 feet; South 87°51'30" East 80.62 feet; South 88°09'08" East 51.70 feet; and South 89°32'38" East 54.69 feet to the Southeast corner of said Palmer Property and the West line of The Division of Parks and Recreation Property as shown on Sheet 2 of Utah Department of Transportation Project No. SP-1746 Provo-Jordan River Parkway property exchange drawings dated February 2, 1989; thence along said West line the following 3 calls; South 05°51'19" East 1699.63 feet to a point on a 1072.00 foot radius curve to the right with a central angle of 09°24'22"; thence along said curve an arc distance of 175.99 feet (chord bears South 01°09'08" East 175.79 feet); thence South 03°33'03" West 26.69 feet to the North right of way line of 10600 South Street; thence leaving said West line and running along said North line of 10600 South Street the following 5 calls; North 79°16'48" West 181.79 feet; North 87°44'49" West 120.98 feet; South 88°54'21" West 192.33 feet; South 89°28'11" West 741.17 feet; thence North 80°03'19" West 246.28 feet to the point of beginning.

SUBJECT TO A RIGHT OF WAY DESCRIBED AS FOLLOWS:

Beginning at a point which is South 1187.84 feet and East 1037.76 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°26'43" East 20 feet; thence South 89°33'17" East 20 feet; thence South 00°26'43" East 20 feet; thence North 89°33'17" West 20 feet to the point of beginning.

Excepting therefrom any portion within the bounds of Springhill Subdivision No. 1 and Springhill Subdivision No. 2.

PARCEL 2:

LESS AND EXCEPTING therefrom: Beginning at a point which is South 1187.84 feet and East 1037.76 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°33'17" East 157.59 feet; thence South 00°26'43" West 180.95 feet; thence South 88°00'11" West 36.28 feet along existing field fence; thence North 88°06'56" West 121.38 feet along said fence; thence North 00°26'43" East 18.55 feet; thence North 89°03'03" West 16.50 feet; thence North 45°00'00" East 23.52 feet; thence North 00°26'43" East 143.99 feet to the point of beginning.

LESS AND EXCEPTING from Parcel 2 the Southerly portion of said property, described as follows:

Commencing 80 rods North and 43.32 rods East from the center of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 16.5 feet; thence East 768.5 feet; thence South 16.5 feet; thence West 768.5 feet to the point of beginning. Less the tract deeded to Utah Power and Light Company.

ALSO LESS AND EXCEPTING from Parcel 2 the following: Beginning South 1348.725 and East 1036.505 feet from the North Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 89°03'03" West 16.5 feet; thence North 45° East 23.52 feet; thence South 00°26'43" West 16.9 feet to the point of beginning.

PARCEL 3:

ALSO LESS AND EXCEPTING a parcel of land in fee for the widening of 10600 South Street known as Project No. 0151, being part of an entire tract of property, situate in the Southeast Quarter of the Northeast Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southwest corner of said entire tract which is 297.705 meters (976.72 feet) South 89°29'36" West along the Quarter section line and 54.398 meters (178.47 feet) North from the East Quarter corner of said Section 14; and running thence North 03°05'16" East 1.060 meters (3.48 feet) along the Westerly boundary line of said entire tract to a point which is 17.955 meters (58.91 feet) radially distant Northerly from the centerline of said project at Engineer Station 37+265.740; thence Easterly 93.795 meters (307.73 feet) along the arc of a 982.045-meter (3221.93- foot) radius non-tangent curve to the left concentric with said centerline (Note: Chord to said curve bears South 81°30'23" East for a distance of 93.759 meters (307.61 feet)) to the Southerly boundary line of said entire tract at a point opposite Engineer Station 37+361.250; thence South 89°28'11" West 18.851 meters (61.85 feet) along said Southerly boundary line; thence North 80°03'19" West 75.066 meters (246.28 feet) along said Southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ENDORSEMENT
ISSUED BY

Fidelity National Title Insurance Company

Attached to Policy No. **1422-155789**,
Order No. **00190184**

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. Any incorrectness in the assurance that, at Date of Policy:

(a) There are no covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.

(b) Unless expressly excepted in Schedule B:

(1) There are no present violations on the land of any enforceable covenants, conditions or restrictions, nor do any existing improvements on the land violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.

(2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land does not, in addition, (i) establish an easement on the land; (ii) provide a lien for liquidated damages; (iii) provide for a private charge or assessment; (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.

(3) There is no encroachment of existing improvements located on the land onto adjoining land, nor any encroachment onto the land of existing improvements located on adjoining land.

(4) There is no encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.

(5) There are no notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.

2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the Insured, provided the violation results in:

(a) Invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or

(b) loss of title to the estate or interest in the land if the Insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.

3. Damage to existing improvements, including lawns, shrubbery or trees:

(a) which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;

(b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.

Endorsement - continued

5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1(b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

United Title Services

Dated: **06/29/2004**

By: _____

ALTA 9
Restrictions, Encroachments and Minerals

index

ENDORSEMENT

Attached to Policy No. 1422-155789

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.

2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Fidelity National Title Insurance Company

DATE: June 29, 2004

BY PRESIDENT

SEAL

ATTEST SECRETARY

Countersigned
Authorized Signature

ALTA Endorsement Form 6 (Variable Rate Mortgage) (6-1-87)
Colorado Form 110.7
Washington Form W-111.5
CLTA Form 111.5
(Rev. 3-13-87)

CT-37 (Reprinted 8/98)

index

ENDORSEMENT
ISSUED BY

Fidelity National Title Insurance Company

Attached to Policy No. **1422-155789**,
Order No. **00190184**

The Company insures against loss or damage sustained by the insured by reason of the entry of a final court order or decree of a court of competent jurisdiction determining:

(a) That the lien of the mortgage described in Schedule A is invalid as security for payments the insured is legally obligated to make and does make under the terms of the Letters of Credit, described in said mortgage,

(b) That the payments described in (a) made subsequent to the Date of Policy are not entitled to the same lien priority over liens, encumbrances, and other matters disclosed by the public records as would be afforded to payments made at the Date of Policy, except tax liens, bankruptcy, matters with actual knowledge, or

(c) That the lien securing the payment described in (a) is subject to avoidance under Sections 544, 547, 548 or 549 of the Bankruptcy Code (as such sections exist as of the date of this endorsement) in a proceeding naming the mortgagor as debtor.

This endorsement is not to be construed as insuring against loss resulting from any stay of enforcement or effect of the Bankruptcy Code which could have been sustained by the insured if all disbursements intended to be secured by the mortgage had been made prior to the filing of any proceeding under the Bankruptcy Code.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

This endorsement is made a part of said policy and is subject to the schedules and stipulations therein except as modified by the provisions hereof.

United Title Services

Dated: **06/29/2004**

By: _____

Letter of Credit Endorsement

index

ENDORSEMENT
ISSUED BY

Fidelity National Title Insurance Company

Attached to Policy No. **1422-155789**,
Order No. **00190184**

1. The Company insures the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:

(a) According to applicable zoning ordinances and amendments thereto, the land is classified Zone Agricultural A-5.

(b) The following use or uses are allowed under that classification subject to compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses:

Golf Courses and Driving Ranges

2. The Company further insures against loss or damage arising from a final decree of a court of competent jurisdiction

(a) prohibiting the use of the land, with any structure presently located thereon, as specified in paragraph 1(b); or

(b) requiring the removal or alteration of the structure on the basis that, at Date of Policy, the ordinances and amendments thereto have been violated with respect to any of the following matters:

(i) Area, width or depth of the land as a building site for the structure;

(ii) Floor space area of the structure;

(iii) Setback of the structure from the property lines of the land; or

(iv) Height of the structure.

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

Loss or damage as to the matters insured against by this endorsement shall not include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

United Title Services

Dated: **06/29/2004**

By: _____

ALTA 3.1 (Zoning)

index

ENDORSEMENT
ISSUED BY

Fidelity National Title Insurance Company

Attached to Policy No. **1422-155789**
Order No. **00190184**

The Company hereby insures the owner of the indebtedness secured by the Mortgage referred to in paragraph 4 of Schedule A against loss which the Insured shall sustain by reason of:

(1) The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions therein which provide for changes in the rate of interest.

(2) Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the Insured Mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage at Date of Policy.

(3) Loss or priority of the Lien of the Insured Mortgage as to each and every advance which the Insured makes pursuant to the provisions of the Insured Mortgage provided however no coverage is given by this paragraph 3 as to any advance made during any period in which a default exists under the terms of the Insured Mortgage, or the vestee shown in Schedule A is no longer the owner of the estate or interest covered by the policy.

The Company further assures the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8(d) (i.) of the conditions and stipulations of the policy for the purpose of limiting liability under the provisions of that paragraph.

This endorsement does not insure against loss or damage based upon:

(a) usury, or
(b) any consumer credit protection or Truth-in-Lending law, or
(c) Federal Tax Liens, or
(d) Environmental protection liens.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the Policy. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it increase the face amount thereof.

United Title Services

Dated: **06/29/2004**

By: _____

111.11
(1987-ALTA Lender)

index

ENDORSEMENT
ISSUED BY

Fidelity National Title Insurance Company

Attached to Policy No. **1422-155789,**
Order No. **00190184**

The Policy is hereby amended by deleting paragraph no. 7 from the Exclusions From Coverage.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

United Title Services

Dated: **06/29/2004**

By: _____

UT45
Exclusion from Coverage Deletion

index

ENDORSEMENT
ISSUED BY

Fidelity National Title Insurance Company

Attached to Policy No. **1422-155789**,
Order No. **00190184**

The Company hereby insures the insured against loss or damage which the insured shall sustain by reason of the failure of the land to abut upon a physically open street known as South Jordan Parkway.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

United Title Services

Dated: **06/29/2004**

By: _____

CLTA 103.7

index

ENDORSEMENT

Attached to Policy No. 1422-155789

Issued by

FIDELITY NATIONAL TITLE INSURANCE COMPANY

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of (i) a **COMMERCIAL PROPERTY** known as **692 WEST SOUTH JORDAN PARKWAY, SOUTH JORDAN, UT 84095** to be located on the land at the Date of Policy, and (ii) the map attached to this policy to correctly show the location and dimensions of the land according to the public records.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Fidelity National Title Insurance Company

DATE: June 29, 2004

BY PRESIDENT

SEAL

ATTEST SECRETARY

Countersigned
Authorized Signature

LTAA No. 5
Washington Form W-116
CLTA Form 116
(Rev. 6-14-96)

CT-32 (Reprinted 8/98)

index

ENDORSEMENT
ISSUED BY

Fidelity National Title Insurance Company

Attached to Policy No. **1422-155789**,
Order No. **00190184**

The Company insures the Insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

(a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or

(b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

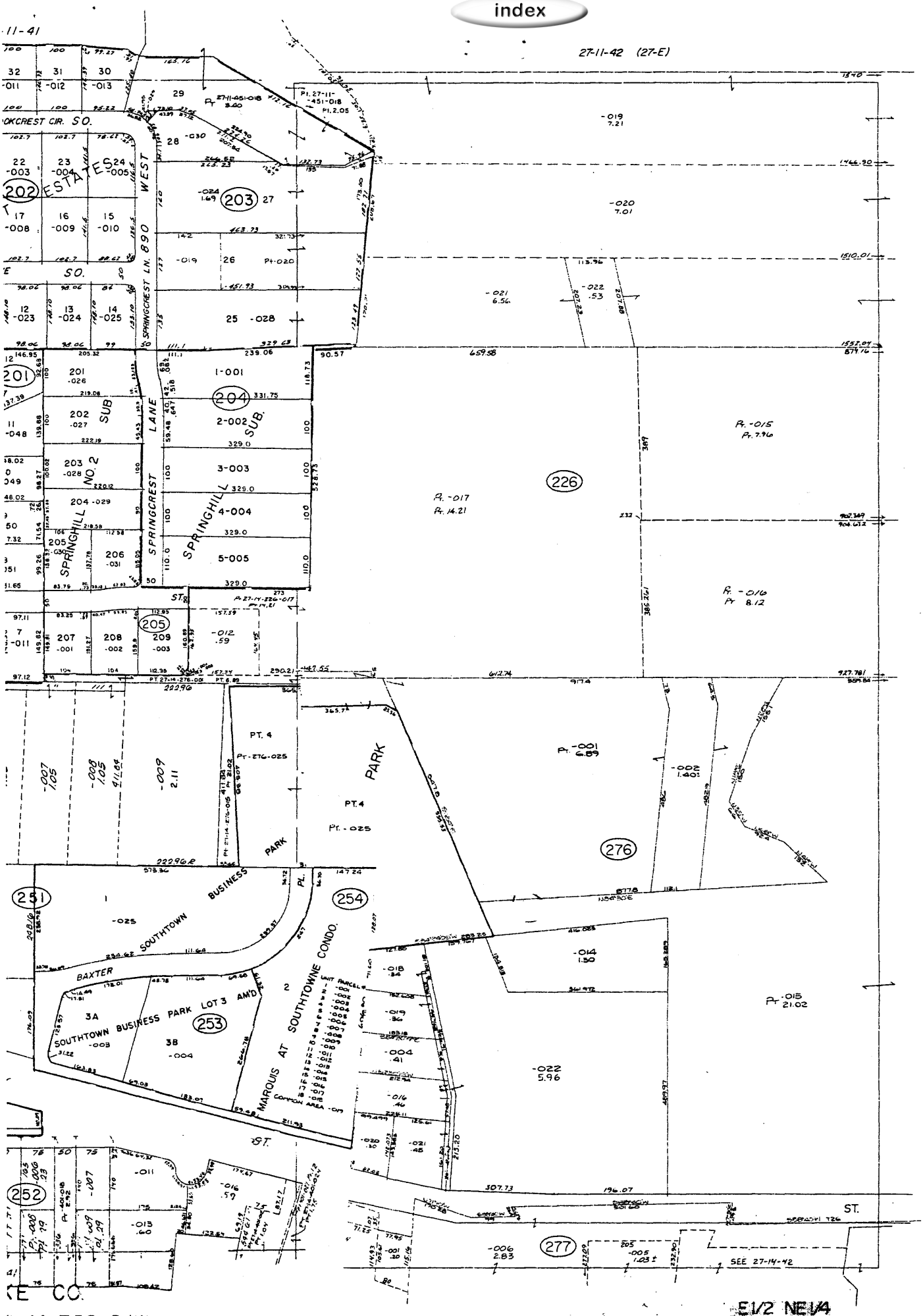
United Title Services

Dated: **06/29/2004**

By: _____

UT40
Commercial Environmental Protection Lien

index



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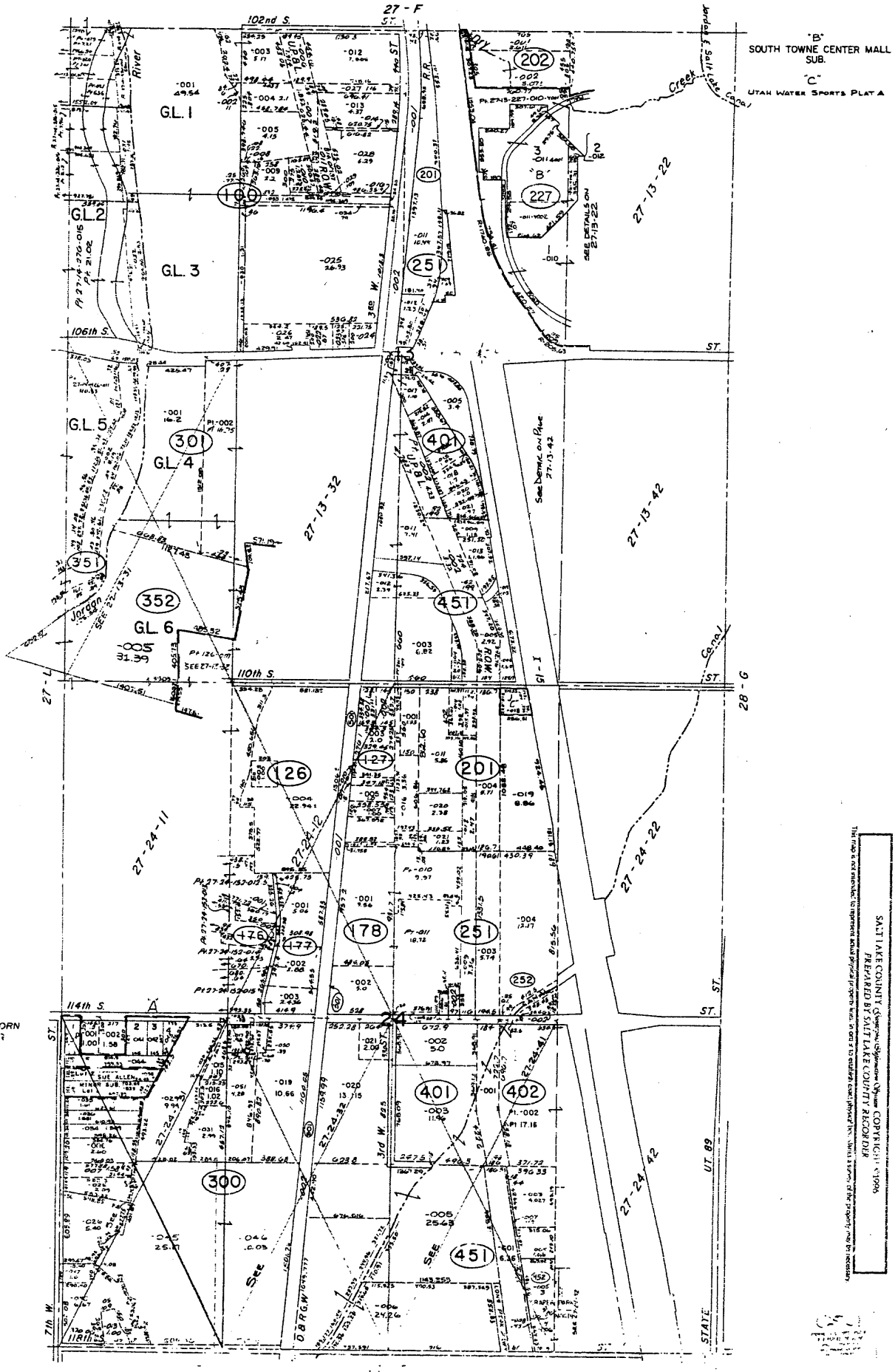
PREPARED BY SALT LAKE COUNTY RECORDER

index



SALT LAKE CO.

SECS 13 & 24 T3S R1W

SCALE 1" = 400'

27-M

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a (i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest theron; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

CONDITIONS AND STIPULATIONS - (Continued and Concluded From Reverse Side)

10. LIABILITY NONCUMULATIVE

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY

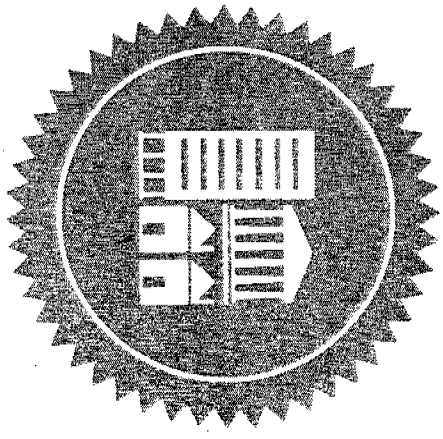
In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

Fidelity National Title Insurance Company
National Claims Administration:
17911 Von Karman Avenue, Suite 300
Irvine, CA 92614-6253

Fidelity National Title Insurance Company
17911 Von Karman Avenue, Suite 300
Irvine, CA 92614-6253



FIDELITY NATIONAL TITLE INSURANCE COMPANY

SOUTH JORDAN
UTAH

REQUEST FOR PROPOSAL
("RFP")

FOR

Mulligan's Golf & Games Center Management

and

The Construction of an Indoor Recreation Facility

October 16, 2007

PART A. PROPOSAL FORMAT

Each proposal should contain and follow the following information:

1) Corporate name, members of partnership or principal (s).

2) Federal Tax Identification Number.

3) Date organized or incorporated.

4) A description of proposer qualifications, including but not limited to:

   a. Proposers knowledge, experience, and ability to build the proposed structures to City, State, and Federal requirements.
   b. Proposers knowledge, experience, and ability to operate, manage and maintain the proposed operations in accordance with City's mission statement and core values and under applicable State and Federal requirements.
   c. Proposer and proposer's subcontractors have all necessary licensing, bonding, or other requirements for construction projects in the State of Utah, acceptable to the City. Proposer has the financial ability to fund the costs of construction of the proposal, including but not limited to:
      1. Statement of net worth of proposer.
      2. Source of financing
      3. Financial references
      4. Projected budget for this project
   d. Proposer has the financial ability for construction and maintenance of the grounds, structures, and other improvements throughout the term of the contract.
   e. A Business Plan.

5) Submission of completed Exhibit A- "Execution of Offer/Proposal" with your proposed response.

6) Submission of all applicable licenses, bonds, and certificates, signed and accompanied by evidence of authority.

7) Submit ten (10) original copies of the proposal, typewritten or printed in ink, and sealed in separate envelops.

8) All proposals must be addressed to the City Recorder at 1600 West Towne Center Drive, South Jordan, UT, 84095 with the project name clearly stated, and must be sealed. The City Recorder must receive proposals within the specified deadline. All proposals must be time stamped and dated. The City will not accept any proposals received after the deadline.

SOUTH JORDAN CITY

REQUEST FOR PROPOSAL("RFP")
FOR
Mulligan's Golf & Games Center Management
Including the Construction of an
Indoor Recreation Facility

The City of South Jordan (City) has determined that the City's operation of Mulligan's Golf and Games facility should be expanded to include an indoor games and recreation center. Due to bonding issues on the property, the structures must be built on ground leased from the City and all ground improvements and restoration to and all leases shall comply with Internal Revenue Service, Revenue Procedure 97-13, 1997-1 C.B. 632 requirements.

It is the City's intent to accept proposals from financially qualified individuals or firms. The successful proposer shall exhibit the best overall benefit to the City with emphasis on the suitability of the proposal including structures, proposed restaurants and entertainment, management and site plans. In making its final determination, the City shall also put a high emphasis on references, financial resources and experience. In addition, the Proposer's ability to demonstrate an understanding of the mission and core values of South Jordan City will be given important consideration. All determinations shall be at the sole discretion of the City of South Jordan. The City reserves the right to accept or reject any and all proposals submitted.

All proposals must conform to the specifications and guidelines contained herein. There is no expressed or implied obligation for the City of South Jordan to reimburse responding proposers for any expenses incurred in preparing proposals. The City will not accept late proposals, although during the evaluation process, the City reserves the right to request additional information or clarification from proposers, or to allow correction of errors or omissions. The City also reserves the right to reject any or all proposals at the City's sole discretion.

All proposals must be submitted in accordance with the format presented in the "Proposal Format" that is attached as Exhibit "A" to these specifications. No public disclosure or news releases pertaining to this RFP shall be made without prior written approval of the City.

If any addenda or clarifications are issued on this Request for Proposal (RFP), a good faith effort will be made to deliver a copy to each of those potential proposers who, according to the records of the Recorder's Office, have previously received a copy of this RFP. However, it shall be the sole responsibility of those offering proposals to contact the Recorder's Office prior to submitting their proposal to determine whether any addenda or clarifications have been issued. Any questions can be addressed to Brian Preece, Director of Long-term Planning and Sustainability, at (801) 254-3742.

Proposals will be accepted up until 5:00 pm on Friday, November 16, 2007 in the Recorder's Office at City Hall, 1600 West Towne Center Drive, South Jordan City, Utah 84095. The City, at its sole discretion, reserves the right to extend this deadline.

PART B. PROPOSAL GUIDELINES

1) TERM OF AGREEMENT

The Management agreement for the Mulligan's outdoor Golf & Games and Clubhouse operations shall be negotiated as a part of the proposal selection process.

Lease agreement for the land containing the building and the associated parking may be negotiated for up to 99 years. Other terms shall be negotiated atfter the selection of a successful proposer. Examples of the types of contractural terms required are included in these guidelines.

2) LOCATION

Mulligan's Golf & Games--692 West 10600 South, South Jordan, Utah 84095

3) STATEMENT OF WORK

a. Construct indoor and outdoor games and recreation center including but not limited to various indoor games, restaurants and auxiliary uses.
b. Reconfigure existing outdoor amenities, as shown on the Attached Site Plan (see Exhibit "B"), needed to accomplish item "a' above and for better operations and profitability.
c. Provide ongoing maintenance to keep items a & b above in same condition or better, as approved by City for new construction and installation, including the removal or covering of graffiti within 48 hours of vandalism occurrence (Failure to maintain structure as instructed in item c, shall allow the City without notice, to have the property maintained and/or vandalism removed at the expense of the successful proposer).
d. Provide and maintain improvements in compliance with applicable local, state and federal laws, including but not limited to the Americans with Disability.

4) CONTENT

a. A summary of the proposing companies experience and capability in the areas defined in proposers qualification statement and the Statement of Work.
b. A work plan detailing how the proposer, if successful, would perform various tasks, which persons would perform the tasks, and who would be responsible for quality control, maintenance, and communications with the City.
c. Proposed payments to the City, including financial and other non-monetary benefits.
d. Proposed site plan, interior floor plans and exterior design of improvements and/or remodeling of existing amenities.

5) SPECIAL INSTRUCTIONS

a. *Cost of Building or Remodeling Structures, Grounds, and Other Improvements*: The proposer shall stand all costs associated with the construction, remodeling, installation and/or restoration of the proposed improvements.

b. *Advertising*:

Advertising content shall be limited by the following criteria:

1. Advertising signs shall only be placed in accordance with City ordinances and City approvals.
2. Media adverting shall be subject to approval and revision by the City.
3. Successful proponent shall waive the right to make any claims against the City of South Jordan, its employees, elected officials, volunteers, and/or agents for restricting the content of advertising under the contract awarded through this RFP process.

c. *City of South Jordan Logos*: The official City of South Jordan logo shall be used and placed only as required and only as approved by the City.

d. *Advertising of City Sponsored Events*: City shall reserve the right to advertise City sponsored events on the Mulligan's property, whether or not the event takes place on the Mulligan's property or involves the successful proposer.

6) ALTERATIONS

a. Successful Proposer shall not make any additional alterations, additions or improvements to the Property beyond the initially approved proposal, without written consent of the City, and such alterations, additions or improvements shall be made at the sole expense of the proposer.

b. At the conclusion of the contract agreements, all improvements shall become the property of the City of South Jordan. The successful proposer shall not be paid any future compensation for said improvements.

7) MAINTENANCE

The successful proposer shall keep the grounds and improvements in good order and condition at its sole cost and expense. All maintenance and repairs of the grounds and improvements shall be done in a good and competent manner and to the satisfaction of the City. The successful proposer shall keep the properties clean and free of debris and shall provide adequate security to reasonably prevent vandalism, unauthorized entry and damage to the property. Failure to do so, as outlined in the contract awarded through this RFP process, shall be cause to cancel said contract under section 12 of this RFP.

8) AWARD CRITERIA

The criteria for awarding this contract will be based on experience and capability, work plan, cost, and fit with the City organization. Proposals will be evaluated by the City

Manager appointed review panel. The successful proposer will be determined based on the criteria listed below:

a. The successful proposer shall exhibit the best overall benefit to the City with emphasis on the suitability of the proposal including structures, restaurants, game offerings, management plan and site plan.
b. In making its final determination, the City shall also put a high emphasis on references, financial resources and stability, experience, and ability to demonstrate an understand of the mission and core values of South Jordan City.
c. The selection determination will give weight to the best financial terms for the City, but will not be the sole determining factor.
d. All determinations shall be at the sole discretion of the City of South Jordan.
e. The City of South Jordan reserves the right to refuse any and all proposals.

9) HOLD HARMLESS

By entering a proposal and signing Exhibit "A", the successful proposer agrees to defend, pay on behalf of, indemnify, and hold harmless the City of South Jordan, its elected and appointed officials, employees and volunteers and others working on behalf of the City of South Jordan against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of South Jordan, its elected and appointed officials, employees, volunteers or others working on behalf of the City of South Jordan, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with thid RFP or any contract resulting from this RFP.

10) UTILITY CHARGES

Successful proposer shall be fully responsible for all utility services on property managed under the contract.

11) INSURANCE

The scope and coverage of insurance requirements, including also policy limits, shall be determined by the City based upon the scope and type of operation ultimately approved by the City. As a starting point, the successful proposer shall obtain and keep in full force and effect at its own cost and expense during the term of the contract agreement general liability insurance and property insurance naming the City of South Jordan as an additional insured party and state that all coverage shall be primary to any coverage held by the City. These policies shall have minimum limits of liability per occurrence of $1,000,000 for bodily injury and $1,000,000 for property damage. This coverage shall not contain any exclusions or limitations of coverage for allegations of sexual misconduct. The successful proposer shall be required to sign an indemnification agreement approved by the City. Additionally, the successful proposer shall maintain workers' compensation coverage on its employees in accordance with the laws of the State of Utah. A certificate will be presented to the City, showing the City as an additional insured with primary coverage before the management contract will be executed.

12) CANCELLATION

a. Outdoor Recreation Area Agreement.
   i. Failure to comply with any of the terms and conditions identified in the management contract for the area outside of the negotiated lease shall be sufficient cause for the City to cancel, terminate and revoke the contract agreement, and the City shall retain as liquidated damages all payments up to the date of cancellation.
   ii. The City shall have the right to terminate the contract agreement at will upon thirty (30) days written notice for cause.

b. Negotiated lease area Agreement. City shall have the right to enforce the provisions of the lease contract for the area under the lease agreement and successful proposer shall be responsible for City costs in enforcing the agreement. Costs shall include, but are not limited to customary attorney's fees and court costs, should litigation be required.

13) PERMIT RULES AND REGULATIONS

a. Successful proposer shall be responsible to obtain and pay for any and all applicable permits.
b. Successful proposer shall operate in compliance with all federal, State, and City of South Jordan statutes and ordinances.
c. Successful proposer shall conduct construction and remodeling operations in compliance with all zoning ordinances and all state or local building code and licensing requirements.

14) EQUAL OPPORTUNITY

The City of South Jordan, Utah adheres to Affirmative Action Equal Employment Opportunity Agreement and encourages all minorities to submit proposals.

15) LEASE PAYMENTS/FINANCIAL COMPENSATION

Any lease payments or other financial compensation to the City shall be made payable to the City of South Jordan and shall be forwarded to the City on the first of each month, in advance, commencing with the date of execution of the lease agreements or contracts, in an amount as approved by the City (unless other wise agreed to in the agreement or contract).

16) MANAGEMENT CONTRACT

A management contract for the area outside of the negotiated lease shall be negotiated and executed to set forth the payment schedule and the duties and responsibilities of the successful proposer and of the City.

17) Internal Revenue Service Provisions

a. Compensation for management of the area outside of the negotiated lease shall comply with Internal Revenue Service Revenue Procedure 97-13, 1997-1 C.B. 632. requirements for Management of Government owned facilities and with other applicable governing laws and regulations.

b. The lease arrangement for the negotiated lease shall comply with Internal Revenue Service, Revenue Procedure 97-13, 1997-1 C.B. 632 requirements for Management of Government owned facilities and with other applicable governing laws and regulations.

18) Other Conditions

On or before June 30 of each year, successful proposer will submit to the City an audited financial statement in a form satisfactory to the Finance Director.

19) Administration

All proposals must be complete and convey all information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the City alone will determine whether the variance is significant enough to consider the proposal acceptable and therefore satisfactory for further consideration, and/or not acceptable to be considered for award.

20) Exhibits

Include all documents such as pricing, proposed site plan, floor plans, exterior site plans and resume forms as exhibits.

21) Other Attachments

Include any information or requirements related to the Scope of Work or Technical Specifications as attachments. Examples: past projects completed, statistical data, required pay schedules, references, special qualifications, organizational charts, equipment owned, etc.

22) Proposals Due Date

Proposals will be accepted up until 5:00 pm on Friday November 16, 2007 in the Recorder's Office at City Hall, 1600 West Towne Center Drive, South Jordan City, Utah, 84095, at which time the proposals will be publicly opened. The City, at its sole discretion, reserves the right to extend this deadline.

23) CONTACT INFORMATION

For information regarding the RFP, please contact:

South Jordan City
1600 West Town Center Drive
South Jordan, UT 84095
Attn: Brian Preece
Director of Long-term Planning & Sustainability
Phone: (801) 254-3742
Fax: (801) 253-5235

EXHIBIT "A"

EXECUTION OF OFFER/PROPOSAL

DATE: _____

In compliance with this RFP, and subject to all conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the price quoted.

By executing this offer, the proposer affirms that neither the proposer or the firm, corporation, partnership, or institution represented by the proposer has given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. Failure to sign this form, or signing it with a false statement, shall void the submitted offer or any resulting contracts.

By the signature hereon affixed, the proposer hereby certifies that neither the proposer or the firm, corporation, partnership, or institution has violated the antitrust laws of this State and Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

THIS OFFER/PROPOSAL CONSISTS OF PAGE NUMBER (1) THROUGH _____

FEDERAL TAX IDENTIFICATION NUMBER: _____
(If sole owner, also enter Social Security Number_____ - _____ - _____)

PROPOSER/COMPANY: _____

PROFESSIONAL LAIBALITY & ERRORS AND OMISSIONS INSURANCE COMPANY

_____
Policy Number: _____
Coverage Amount: _____

WORKERS COMPENSATION INSURANCE COMPANY _____
Policy Number: _____

SIGNATURE (Ink): _____

NAME (Type/Printed): _____

TITLE: _____

ADDRESS/PHONE: _____
_____
_____

REQUEST FOR PROPOSAL:
Mulligan's Golf & Games Center Management
and The Construction of an Indoor Recreation Facility

South Jordan City is in the process of soliciting proposals to provide the City with the pertinent information required to determine the feasibility of Private Management of the Mulligan's Golf & Games Center and The Construction of an Indoor Recreation Facility at the Mulligan's location.

A complete copy of the REQUEST FOR PROPOSAL ("RFP") may be examined at and obtained from South Jordan City Hall, 1600 West Towne Center Drive at the first floor information desk during regular business hours.

All submissions must be addressed "Attn: City Recorder" with the name "Proposal – Mulligan's Golf & Games Center Management and The Construction of an Indoor Recreation Facility" clearly marked. All submissions will be time and date stamped. All submissions must be in writing and in conformity with the City's purchasing policy. No pre-submission conference will be held.

Proposals will be received at South Jordan City Hall located at 1600 West Towne Center Drive, South Jordan, Utah until 5:00 p.m. local time on Friday, November 16, 2007. The City, at its sole discretion, reserves the right to extend this deadline.
Proposals will be reviewed by a selection committee.

Any inquiries regarding this RFP may be directed to Brian Preece, South Jordan City, 1600 West Towne Center Drive, South Jordan City, Utah 84095, (801) 254-3742.

BONNEVILLE RESEARCH

170 South Main Street • Suite 775
Salt Lake City • Utah • 84101
801-364-5300

March 12, 2008

Economic Impact Analysis

General Background Information:

Site Size:	207 Acres approximately
Site Location:	692 West 10600 South South Jordan, Utah 84095
Current Use:	Recreational – Mulligan's Golf & Games
Proposed Use:	Bowling, Billiards, Restaurants, Arcade, Bumper Cars

Proposed Development Build-Out Schedule:

Proposed New Development Construction Costs	**Phase I - 2010**		
	Sq Ft	**Ave Value**	**Total**
Retail			
Restaurants	7,449	$ 185	$ 1,378,065
Arcade	7,450	$ 140	$ 1,043,000
Bowling Lanes	2,400	$ 220	$ 528,000
Kid Zone	460	$ 140	$ 64,400
Flow Rider	4,794	$ 140	$ 671,160
Bumper Cars	1,800	$ 110	$ 198,000
Billiards	1,800	$ 140	$ 252,000
Glow Golf	3,900	$ 120	$ 468,000
Party Rooms	2,472	$ 98	$ 242,256
K-1 Speed Electric Car Race Track	47,600	$ 95	$ 4,522,000
Other/Common	37,195	$ 95	$ 3,533,525
Total Retail	117,320	$ 110	$ 12,900,406

The following Report presents our financial analysis regarding the potential for new proposed recreational and commercial facilities proposed to be built.

Our findings reflect analysis of primary and secondary sources of information. We have utilized sources deemed to be reliable but cannot guarantee their accuracy. We projected a development schedule based on assumptions stated herein. Moreover, estimates and analysis regarding the project are based on trends and assumptions, which usually result in differences between the projected results and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

We have enjoyed the opportunity to work on similar assignments with several other communities throughout the State of Utah and have found this approach to be a reliable indicator and a useful tool for local government planning.

Municipal Revenues

A detailed survey of current property taxes and sales taxes generated for the City of South Jordan, and included an examination of other similar recreational developments located in Utah. Revenues sources examined included the following:

Property tax revenues were evaluated estimating both the cost of construction and an estimate of the furniture, fixtures and equipment that likely will be taxed. Personal property was depreciated in taxable value using Utah Tax Commission schedules and estimates as to the types of property and possible replacement schedules.

Sales tax revenues were estimated to include both the general retail sales typically generated by the customers of the proposed development. Estimates for the redistribution of the Sales Tax Revenues were based on the distribution formulas of the Utah State Tax Commission and reflect point of sale distributions, 50% and population distributions 50%. Estimates of "Point of Sale Sales Taxes Available to Share" then divides the Point of Sale distribution again by 50% to meet the requirements of the "Price vs. Orem Supreme Court Case.

Data Sources included the following:

- Salt Lake County Recorder
- Utah State Tax Commission

Municipal revenue sources examined included the following:

- Annual Property Tax Revenues
- Sales Tax Revenues - Population Distributions
- Sales Tax Revenues - Point of Sale Distributions

Municipal Revenue Findings:

Your attention is directed to the following Economic Impact Findings, of the new proposed Recreation Center Development:

City of South Jordan Potential Income – Annual Totals

	Year 1	Year 5
Projected City Portion Property Tax Increment	$32,729	$25,699
Point of Sale Sales Taxes Available to Share	$12,664	$16,082
Total Available – Annual Totals	$45,393	$41,781

Total City of South Jordan Potential Income - 15 Year Totals

	NPV @ 5%	Cash
Projected City Portion Property Tax Increment	$251,682	$352,132
Point of Sale Sales Taxes Available to Share	$166,133	$279,497
Total Available – 15 Year Totals	$417,815	$631,629

"Economic Impact" Findings:

Project Employment - # "Direct" Employees			74
SLCo Ave Monthly Wage 2007			$3,308
Employment - Annual Wages 2007			$1,568,516
- Cashiers	20.0%	$14,000	$207,200
- Sales Persons	60.0%	$16,000	$710,400
- Technical Employment	14.0%	$37,648	$390,033
- Supervisor Employment	4.50%	$50,752	$169,004
- Management Employment	1.0%	$78,832	$58,336
- Sr. Management Employment	0.50%	$90,657	$33,543

Annual Construction Expenditures

- Estimated annual construction expenditures	$ 12,900,406
- Estimated total construction jobs	140
- Estimated total construction expenditures - Materials 60%	$ 7,740,244
- Estimated annual construction expenditures - Wages 40%	$5,160,162

Permanent Employment

- Permanent jobs to be provided by the proposed development		74
- Indirect impact on other basic employment	16%	12
- Total permanent jobs		86
- Employment Impact Multiplier	170%	146
- **Total Employment Increase**		**232**

Employment Summary:

Direct Employees	**74 full time equivalent**
Construction – Temporary	**144**
Indirect (multiplier effect)	**232**
Total Indirect Wages	**$9,200,263**

Estimated Employee Regional Annual Expenditure[1]

- Direct Employees - 74
  - Apparel & Services $58,000
  - Entertainment/Recreation $79,000
  - Food at Home $113,000
  - Food Away from Home $78,000
  - Health Care $84,000
  - Retail Goods $593,000
  - Vehicle Maintenance & Repairs $25,000

- Construction Employees - 140
  - Apparel & Services $321,000
  - Entertainment/Recreation $434,000
  - Food at Home $434,000
  - Food Away from Home $433,000
  - Health Care $463,000
  - Retail Goods $3,270,000
  - Vehicle Maintenance & Repairs $137,000

- Total Permanent Employees - 232
  - Apparel & Services $532,000
  - Entertainment/Recreation $719,000
  - Food at Home $1,038,000
  - Food Away from Home $718,000
  - Health Care $767,000
  - Retail Goods $5,419,000
  - Vehicle Maintenance & Repairs $163,824

Thank you,

We hope this information is helpful.

Sincerely,

Robert L. Springmeyer
President
Bonneville Research

[1] *Please not that these all of these estimated expenditures are not likely to accur in South Jordan and they do not add!*

Mayor-William Kent Money
Council Member-Brian C. Butters
Council Member-Kathie L. Johnson
Council Member-Larry Short
Council Member-Aleta A. Taylor
Council Member-Leona Winger

City Manager-Ricky A. Horst

SOUTH JORDAN
UTAH

1600 West Towne Center Drive / South Jordan, UT 84095/ Telephone (801) 254-3742 / Fax (801) 254-3393
e-mail: info@sjc.utah.gov http://sjc.utah.gov

April 11, 2008

Brad Shepherd
Shepherd's All-Star Lanes
P.O Box 370
West Jordan, Utah 84088

At their April work meeting, the South Jordan City Council reviewed the proposals submitted by FatCats South Jordan LLC and Shepherd's All-star Lanes/Trifecta Management Group for the RFP for the Indoor Recreation Building at Mulligan's and the possibility of contracting the management of the Mulligan's Outdoor facilities. Because two new members have been elected to the City Council since the original RFP was let out, the Council discussed the merits of continuing with the RFP or rejecting the proposals and continuing operation of only the outdoor venues now run by the City.

After lengthy discussion, the Council directed staff to reject all proposals regarding the contract to run the outdoor venues and to proceed with the RFP for the indoor recreation facility. They further directed that only the Shepherd's All-star Lanes/Trifecta Management proposal for the indoor facility portion of the RFP be pursued at present; further directing staff to reject the FatCats South Jordan LLC proposal at this time, while reserving the right to recall the FatCats' proposal in the future, if the Council deems it in the best interest of the City. The City Council based its direction to staff on the following criteria from Section 9 of the *Request for Proposal for Mulligan's Golf & Games Center Management and the Construction of an Indoor Recreation Facility* issued on October 16, 2007. The criteria portion of Section 9 reads as follows:

> The successful proposer will be determined based on the criteria listed below:
>
> a. The successful proposer shall exhibit the best overall benefit to the City with emphasis on the suitability of the proposal including structures, restaurants, game offerings, management plan and site plan.
> b. In making its final determination, the City shall also put a high emphasis on references, financial resources and stability, experience, and ability to demonstrate and understand of the mission and core values of South Jordan City.
> c. The selection determination will give weight to the best financial terms for the City, but will not be the sole determining factor.

d. All determinations shall be at the sole discretion of the City of South Jordan.
e. The City of South Jordan reserves the right to refuse any and all proposals.

Thank you for you interest in the City of South Jordan. We appreciate time and efforts spent in the City's behalf on this proposal and hope to be of further assistance to you in the future.

Sincerely,

Ricky A. Horst
City Manager

CC: File
Mayor Money and City Council Members
Brian Preece, Long-term Planning & Sustainability Director

Mayor-William Kent Money
Council Member-Brian C. Butters
Council Member-Kathie L. Johnson
Council Member-Larry Short
Council Member-Aleta A. Taylor
Council Member-Leona Winger

City Manager-Ricky A. Horst

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e-mail: info@sjc.utah.gov http://sjc.utah.gov

April 11, 2008

Sean Collins
Dave Rutter
FatCats South Jordan LLC
1260 west 1650 South
Springville, Utah 84663

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Sincerely,

Ricky A. Horst
City Manager

CC: File
Mayor Money and City Council Members
Brian Preece, Long-term Planning & Sustainability Director

SOUTH JORDAN CITY
CITY COUNCIL WORK MEETING
EXECUTIVE CONFERENCE RM.

April 1, 2008

Present: Mayor Kent Money, Council Member Leona Winger, Council Member Aleta Taylor, Council Member Brian Butters, Council Member Larry Short, City Manager Rick Horst, City Attorney Rob Wall, DCM John Geilmann, Economic Development Director Brian Preece, City Engineer Brad Klavano, Police Chief Lindsay Shepherd, ACM Municipal Services Gary Whatcott, ACM Administrative Services Laurie Johnson, Parks and Recreation Director Don Tingey, City Council Secretary MaryAnn Dean

4:00 P.M.

Mayor Money welcomed everyone present. He excused Council Member Johnson.

CM Horst offered the opening prayer.

CM Horst passed out a Zions Bank Community magazine to the City Council which the City was recognized in.

Mayor Money indicated that the City hosted the Mayor's luncheon at the Gale Center last month. They were very impressed with South Jordan. He said the City Manager for Cottonwood was very complimentary of the city.

Council Member Winger said she invited the EDCU Board to South Jordan. She would like to serve them lunch and take them on a tour. Mayor Money concurred.

A. Mulligans Indoor Recreation RFP Proposal Update

Economic Development Director Preece said they put a Request For Proposals (RFP) out last fall. They asked for companies willing to work with the city on an indoor recreation facility in the Mulligans area; 2 proposals came forward. He presented the preliminary findings. He showed the area where the recreation facility would be located. He said they don't want the driving range hampered; it is the biggest money maker in the project. He said there was one proposal to take over and manage the whole facility privately. He said they will have to write the agreement carefully so they don't jeopardize the bonds. They do not want to lose their tax exempt status.

Council Member Winger asked why would they want to give up the management side of the business? CM Horst said that is only one option to consider. They are not sure that they want to give up the management of the business.

Economic Development Director Preece said they are looking at having the developer buy a portion of the area out of the bond. CM Horst said they have paid enough down on the bonds to do that without any cash. Economic Development Director Preece said the property would not be sold; it would be done on a long term lease. Mayor Money asked if they would subordinate their interest to financial obligation on the part of the lessee? Mayor Money said he has concerns if they subordinate their interest on the financing. CM Horst said they have talked about doing a $1 a year lease; that would be the value they would have to help subordinate the loan; not the value of the land itself. CM Horst said they are looking at a $13 million construction project for the building on the property.

Economic Development Director Preece and Parks and Recreation Director Don Tingey reviewed the two proposals (Attachment A).

CM Horst said with the Trifecta Group proposal, the bowling is always open play and they have a Gastronomy quality restaurant. It is on a more corporate sphere; it has higher class party rooms, climbing areas, golf, laser tag, a restaurant and a snack bar. The restaurant is where corporate individuals can bring their clients for lunch. There is a separate entrance just for the restaurant. They discussed the restaurants and the kids area that Fat Cats offers. Council Member Winger asked if there would be concessions available for golfers with the Trifecta group proposal? CM Horst said yes.

Mayor Money asked if they have looked at the financial capacity of both groups? CM Horst said yes. It was noted that the Trifecta management group has been in business for 4 years, but they are made up of multiple partners with many years experience. It was noted that staff visited their Cleveland location, and that location is exceeding their budgeted expectations.

Council Member Short said he is concerned about pushing the golfers away because they can't get parking. Economic Development Director Preece said the parking will be addressed to make sure it is adequate. CM Horst said he would rather have a parking lot that is full than one that's not.

Council Member Short said he does not want to take away the openness of the area in Mulligans. CM Horst discussed the fact that Mulligans is a business enterprise and it will shut down one day if they don't compete with other similar businesses.

Economic Development Director Preece reviewed the report from Bonneville research (Attachment B).

It was noted that the recreation center owned by the Trifecta group did have a liquor license. There is no indication that they would have one in South Jordan.

Mayor Money asked about the public perception of this type of business in this area? CM Horst said he thinks they will love it. He said they will have to subsidize Mulligans if they can't compete.

Parks and Recreation Director Don Tingey discussed the synergy that could be created with outdoor concerts at Mulligans.

Council Member Taylor said because this is right next to the river, they want to be conducive to the open feeling and the sensitivity of the river. CM Horst said this development will still have to go through the ARC and development process. Mayor Money asked about using the west side of the driving range. CM Horst said that is the most used and most profitable part of the course. He said they are proposing to put this facility where the shed currently is.

The Council discussed getting a cross parking easement for the River Park office complex. CM Horst said they already have one for city park access. People can walk under the road or cross at the light to get to Mulligans.

CM Horst said one advantage of the proposed location is that the building would be at the lowest part of the property so noise and lighting would be subdued. You would also see the majority of the green area.

Mayor Money asked if staff is more impressed with the Shepherd/Trifecta group proposal? CM Horst said yes, overall.

Council Member Taylor suggested a linear design on the building so you see only a small portion of the building from 10600 South. Mayor Money said he wants to see more detail on the proposal such as the exterior appearance of the building. He said this is a sensitive area. He would also like to see the financials of Mr. Shepherd. Economic Development Director Preece said that would be the next step. The City Council indicated that they are more comfortable with the Shepherd/Trifecta group proposal.

CM Horst said staff would like to arrange for the City Council to meet with this group in person. Mayor Money said he would like to see the financials for the group. He said this facility has to be family oriented.

Council Member Butters said he is also concerned about sufficient parking. Council Member Taylor said a shuttle could also be a practical solution for special events.

B. Secondary Water Feasibility For New Developments

This item was not discussed.

C. Discuss Vehicles Used For Country Fest Parade 2008

CM Horst said the only car dealer that will work with the city at no charge is the Volkswagen dealership. He said they can rent vehicles, or work with the city fleet including police cars, fire trucks, or the pool vehicles. They can also use golf carts.

Council Member Short noted that they will be having a car show and they may be able to use those cars. He noted that someone on the History Committee has a convertible.

Council Member Taylor suggested a wagon pulled by horses.

Council Member Winger said she would like to professionalize the parade. CM Horst noted that even with the rental agency, they could not guarantee 5-6 convertibles.

Council Member Taylor said Kent Johanson has a horse trailer. She would like to use old cars, a wagon, or something interesting that reflects their history. Mayor Money said they could talk to Jack McKee about pulling his wagon.

ACM Whatcott said Ron Thorne has a huge antique car collection. It might be worth a phone call.

Council Member Short said he would like golf carts. Council Member Butters would prefer old classic cars, a convertible, or a wagon.

D. CS-MU Ordinance Discussion

This item was not discussed.

E. Gale Foundation

Council Member Short said the Gale Foundation was created to raise money so the Gale Center could be self sustaining. They haven't raised much money. A lot of people are quitting because they are not doing anything. They are duplicating the role of the History Committee. He said the people on the Gale Foundation are not trained to raise money. He recommended that the Gale Foundation not be re-instated. CM Horst said he never sees the City not funding the Gale Center.

It was noted that Jeanne Jackman serves on the Gale Foundation along with Jennifer Edwards, Reed Searle, Edward Knight, some business people, and people who helped with the building and creation of the Gale Center.

DCM Geilmann said they helped the Gale Foundation form a non profit corporation; they got a 501C3. They were supposed to get funding so they can stand alone. They are not getting the money needed. It was noted that the Gale Center is owned by the City. There is no reason for the non-profit organization. Council Member Short said the Gale Foundation is concerned about the center staying open long term. CM Horst said the City involvement is the best guarantee that it will remain open long term.

Parks and Recreation Director Tingey estimated that the Gale Center has a $50,000-$60,000 yearly operating budget. Mayor Money said that is not a lot. He said they have to take their hats off to the Gale Foundation for what they accomplished in getting the center going. The City Council concurred.

CM Horst suggested that they move the members of the Gale Foundation to the History Committee and expand the number of people that serve on the History Committee. He said he and Council Member Short would work to come up with a solution.

F. Miscellaneous Discussion

Council Member Winger said she received a call from Robert Lowe. Mr. Lowe had received a call requesting that they come to South Jordan to perform, but he is not sure what year; his schedule is filling up fast. CM Horst said Mr. Lowe should work with Laurie Edmunds. They would like him to perform as part of the sesquicentennial in 2009.

Council Member Taylor discussed the upcoming changes to the employment practices. She said she thinks they should put the City Council in a different classification so they are not listed as the lowest paid employees. She said they are elected representatives that represent the citizens of South Jordan. CM Horst said they would eliminate item G. and that would take care of that issue.

Council Member Taylor said she would like the balance of power clearly defined with the elected officials giving power to the City Manager. She said their responsibility is more weighty than the classification it gets.

Council Member Winger said the police department met with the Home Owners Associations to discuss security issues. They discussed every HOA having a code that the police can use to get in the neighborhoods. Police Chief Shepherd said they are trying to improve response times in the HOA's. CM Horst said there are some security concerns with the wrong person learning the code and using it to their advantage.

Council Member Short said at next month's work meeting, he would like to discuss a good landlord policy. It would allow the city to take over a home or implement a fine if the landlord is not keeping up the home properly.

ADJOURNMENT

Council Member Winger made a motion to adjourn. Council Member Short seconded the motion. The vote was unanimous in favor, with Council Member Johnson absent.

The April 1, 2008 City Council work meeting adjourned at 5:41 p.m.

This is a true and correct copy of the April 1, 2008 City Council Work meeting minutes, which were approved on May 20, 2008.

Anna M. West
South Jordan City Recorder

SOUTH JORDAN CITY
CITY COUNCIL WORK MEETING
EXECUTIVE CONFERENCE RM.

June 3, 2008

Present: Mayor Kent Money, Council Member Brian Butters, Council Member Kathie Johnson, Council Member Larry Short, Council Member Aleta Taylor, Council Member Leona Winger, City Attorney Rob Wall, Police Chief Lindsay Shepherd, Community Development Director George Shaw, Associate Director of Finance Sunil Naidu, City Council Secretary MaryAnn Dean

4:00 PM

Mayor Money offered a prayer.

The City Council discussed the Mountain View Corridor. Mayor Money indicated that he would rather delay the construction of the road for a few years, and not have a toll. He said the project may have to be delayed 7-8 years. He said that is a better alternative than having a toll for 99 years.

Council Member Winger said UDOT knows that they will build less lanes if the road is a toll road because people won't use it. Mayor Money said he heard that to go from Herriman to Salt Lake City, round trip, would be $10. He said people won't pay the toll, especially with the gas prices like they are. He said they would be asking the people least capable in the County to pay the toll. Council Member Butters said it is unfortunate that the Legislature threw this issue to UDOT.

Mayor Money noted that the trucking industry has indicated that they are opposed to tolling the Mt. View Corridor. It was noted that Riverton and Draper have stated opposition to the tolling as well. Council Member Winger said Holladay and Cottonwood are in favor of the toll road. Mayor Money said he does not understand that because the purpose of this is to keep the traffic on the west side and ease up congestion on I-15 and I-215.

Council Member Winger said the east side does not want to spend money to build the west side. It is the same issue as the School District split. Council Member Johnson said it would be nice if they could all get together and decide that they are all one overall community. Mayor Money said he does not like the fact that they made the school split along I-15.

Mayor Money said they had a meeting with the west side mayors and elected officials regarding the School District split. He said they have asked for a delay in the split while they work out the issues. He said the Mayor of Riverton was not present because they do not have a consensus on their City Council of what they want to do. He said when this

issue was brought up three years ago, it was all about the children getting a better education and creating smaller school districts so they would be more approachable. Now, with the way the law is written, it has become a money issue and that is unfortunate.

Mayor Money said there are three main issues in the bill. One of them is the $198 million bond, and that money is already earmarked. He said in that bond, there are three schools that cannot be built because of construction costs. Draper loses a middle school and South Jordan loses a middle school and elementary school. He said the plan was to split the common assets 50/50, but then they threw in the values of the school. The east side is saying that because the east side schools are older and in great need of repair, they want to throw the value of the schools into the equation. He said depending on how it goes, the west side could have to pay the east side $100-200 million because of the condition of their schools. He said of the 32 planned schools, the west side has to build 29 of them at a cost of $700-800 million. He does not know how they could pay for everything. He feels if this goes to arbitration, the east side has an advantage.

Mayor Money said this sets a precedence for other school districts in the state. He said those areas that have already paid for schools, and don't want to pay for new growth can choose to break away and leave the financial burden to the remaining school district. There are a lot of legislators concerned about this issue.

Mayor Money said the west side Mayors (excluding Riverton) have requested a delay to research this issue more. There are more issues than they anticipated. For the sake of the children, they need to take the time and do this right. He said they are trying to meet an artificial deadline. The east side wants to go to arbitration; they have given up with negotiations.

Council Member Winger said she understood the request was for equalization and a 3-5 year delay. Mayor Money said no time limit was given; there was nothing in the Resolution that said anything about equalization but he hopes that would happen. He does not feel they should be coerced into something that is not good just because of an artificial date. He said they want to let the citizens, the state, and the Legislature know what detrimental effect this would have on the remaining school district.

Mayor Money said all that was asked is that the governor call a special session and delay this. He said at least they are not just laying down and taking whatever they are given.

Council Member Winger said she would like to see the west side mayors get together and formulate a plan. She is concerned about a delay in the split because of the concerns of teachers and families. The bad morale in the schools will get worse if the process is lengthened out. Mayor Money said he believes the governor is listening.

Mayor Money said he believes if the east side would drop the issue of bringing the east side schools up to code, the issue would be resolved.

Mayor Money said the reason for the arbitrator is to split the assets and liabilities. They will not look at the west side's ability to pay.

Council Member Winger said this issue is going on its 4th year. She has not seen a unified position on the west side on this issue. Mayor Money said he agrees with that, until the meetings recently. He said he believes they have unanimous support. Mayor Applegarth is on their side; his City Council is not unanimous on this issue. He said this is the same as the Mountain View Corridor; he would rather delay the decision. He said if this is done the way it is going right now, he does not know how the west side will pay for it. Council Member Winger said this needs to be done with a unified effort.

Council Member Butters said it is better to delay the decision than do it wrong. Council Member Winger said she does not want to drag it out because of the trauma to the teachers. She said they need to focus on what is the best education for the students. Mayor Money agreed but said he is not sure how they would afford it. Council Member Winger said they cannot abandon Herriman, Riverton, and Bluffdale. Mayor Money said they need to let people know that they are not in agreement on the way the assets are being divided.

TRIFECTA GROUP

Economic Development Director Preece said they have been exploring the recreation center at Mulligans more. The Trifecta group is here to show their plans and answer questions.

David Lieberman, Design Development, said he specializes in restaurant design. He showed a proposed plan of the site (Attachment A). He said the proposed building is 100,000 sq. ft. The existing building will be relocated. They do not want to take out any holes in the golf course. He said the food and beverage component is a big piece to the puzzle. He reviewed the amenities planned for the center including indoor golf, billiards, concessions, bowling, and a lounge area. They would have an area for corporate parties and an adult boutique area for people who want a more relaxed upscale feel.

Michael Auger, Trifecta Management Group, said the trends in the bowling industry are that they want a more sophisticated area with nice furniture. They discussed the adult boutique area. Mr. Auger said this area would be for people who do not necessarily want to associate with the other demographic in the facility.

The City Council asked about the serving of alcohol in the facility. Mr. Auger said alcohol is usually a component in the restaurant. They planned on alcohol in the boutique area and bowling lanes. The consumer expects a food and alcohol component; they usually have beer and wine coolers. Council Member Taylor said they are used to places that don't serve alcohol. They could allow companies to bring their own alcohol if they are having a party. If this business is associated with city property, they are making a big statement.

Mr. Lieberman said they are sensitive to the alcohol issue. They are not advertising any alcohol and they are not creating a focal point around a bar image. They want to be competitive and it would be nice to be able to offer the alcohol. Council Member Short noted that at the Shepherds bowling lanes, you have to go get the alcohol; it is not served.

Mr. Auger said in this facility, everything would be served at the lanes. It allows supervision and control of who drinks.

Council Member Winger asked what part of the proposal rests upon the serving of alcohol? Mr. Auger said it is part of the revenue model. They would have to look at it.

Mr. Lieberman reviewed the proposed arcade area, soft play area, gift shop, 2 story laser tag, and an indoor go cart track. It is a facility that is geared toward families. He noted that the corporate piece would be busy during the day; the family areas would be busier on nights and weekends.

It was noted that the proposed restaurant seats 200. There are 470 parking stalls planned. There is room to add more, if needed.

Mr. Lieberman showed the exterior plans for the building (Attachment B). It would likely be built with tilt up concrete. The color tones are in relationship to the office buildings in the area. They can also put ephis on top of the concrete. The building would be about 30 ft. tall. He noted that the building pad is 2-3 ft. below grade from the street. He does not feel this will be seen from the freeway. Council Member Taylor said the city purchased the golf course to preserve the open feel next to the river; they do not want to have a large overpowering building.

Mayor Money said on the alcohol issue, they could look at allowing it only in the restaurant, the boutique area and private rooms. Mr. Auger said they could look at revising their financial model. Mayor Money said the problem with taking alcohol in the main area is that it is perceived as a family area. Council Member Johnson said there would also be teenagers dropped off to play and that may not happen if parents are worried about kids having access to alcohol.

Mr. Auger talked about bowling leagues. He said most leagues don't drive more than 3-5 miles to play. They will put a focus on corporate leagues. They would have shorter leagues (6 weeks) that would be team building. Council Member Short said he is concerned about the leagues taking up lanes so families can't use them. It was noted that the lanes could also be used for schools. Mr. Auger said the leagues would not be allowed to take up all the lanes. The plan is to be very family and kid friendly.

Mayor Money asked if this group would operate the entire area? Economic Development Director Preece said they are leaning towards having South Jordan operate everything other than this building. The building would be on a 99 year lease. This property would have to be pulled out of the bond area. Mayor Money asked if they would be subordinating the developer's loans. He was told that they are not to that point in the

process. Mayor Money said that would be difficult to subordinate the loans because this is public property.

Mr. Auger said everything in this center is considered cutting edge. They want to exceed people's expectations.

PUBLIC SAFETY BUILDING.

Police Chief Shepherd gave the city council a handout reviewing the history for the public safety building (Attachment C). He said when they moved into this city hall, the space did not meet their needs. It was never going to be the permanent police facility. In a police building, they need a crime lab, evidence storage (including the ability to hold a car with evidence in it). When they first looked at this project, it was going to be a police and court building, but they found that was too expensive. They have determined to build the police building and continue to use the space in city hall for the court. If they find that they are not meeting their court needs, they could go to a night court.

Police Chief Shepherd said the finance staff has determined that they will save more money by doing the project now. Most of the cost is in the space for the crime lab, training area, evidence room, and a holding facility. He noted that the new building would have 4-5 single holding facilities, and 2 group holding facilities. That is critical to their current needs. It is a better alternative to going to the County jail because they are quickly released. The County situation won't get any better.

Mayor Money asked how big is the property for the new police station? Police Chief Shepherd said approximately 1.5 acres. Mayor Money asked if they need the entire property? He noted that it is a very valuable piece of property because it is right on Redwood Road. He suggested moving the building in a different location. Police Chief Shepherd said they like the exposure to Redwood Road; they want people to know where the police station is. It was estimated that there would be 60 parking stalls at the police station.

Police Chief Shepherd said this would serve their needs through build out. There would be smaller substations throughout the city. He said they feel the courts can be handled in city hall permanently.

It was noted that the cost of the police building is $10 million. They would be using the sales tax revenue from Costco and Wal-Mart to pay for the bond. Council Member Taylor said it seems risky to bond on a business that is not there yet.

Associate Director of Finance Naidu said because the construction has slowed down, they are getting more bids and the pricing is more reasonable. He said the bond rates are also down. Mayor Money said he would be concerned if the issuance rate was higher than 4.75 percent. Whether they go ahead with this will depend on the issuance rate.

It was noted that the total bond is $16,300,000 ($10 million for this building; $6 million for the municipal services building).

ADJOURNMENT

Council Member Butters made a motion to adjourn. Council Member Johnson seconded the motion. The vote was unanimous in favor.

This is a true and correct copy of the June 3, 2008 City Council Work Meeting minutes, which were approved on June 17, 2008.

Anna M. West
South Jordan City Recorder

SOUTH JORDAN CITY
CITY COUNCIL WORK MEETING
EXECUTIVE CONFERENCE ROOM

August 5, 2008

Present: Mayor Kent Money, Council Member Aleta Taylor, Council Member Larry Short, Council Member Brian Butters, Council Member Kathy Johnson, City Manager Rick Horst, DCM John Geilmann, City Attorney Rob Wall, ACM Municipal Services Gary Whatcott, Police Chief Lindsay Shepherd, ACM Administrative Services Laurie Johnson, Associate Director of Finance Sunil Naidu, Director of Urban Renewal Don Tingey, Economic Development Director Brian Preece, City Council Secretary MaryAnn Dean

Others: Brad Shepherd

4:00 PM

I. WORK SESSION

A. Mulligans Follow Up

Economic Development Director Brian Preece said there were some concerns at the last meeting regarding alcohol at the proposed facility at Mulligans. He introduced Brad Shepherd who represents the local ownership. He noted that the Trifecta Group is a consulting partner group. The predominant issue was the sale of alcoholic beverages.

Mr. Shepherd indicated that alcohol is an important part of the business. He reviewed his proposal regarding alcohol sales (Attachment A). He said only beer would be sold, not hard liquor. He said most bowling ally's today have a Class C liquor license. There would be no signage or advertising of alcohol. It will be a smoke free facility.

Council Member Taylor asked what would happen if there are problems in the future? CM Horst said the police department will do routine checks and they will be cited if there is a problem. If there is an issue of concern, the owners would be noticed and be given time to fix the problem.

Mayor Money asked what kind of liability does the City have? City Attorney Wall said they can build in as much protection as they would have if it were contractual, backed up by insurance. He said the insurance certificate would name the City for that site only and the City would be contractually indemnified as a corporation. Mayor Money said the City cannot have any liability.

Mayor Money expressed concern about the size of property being adequate for this type of operation. CM Horst said they believe it is adequate; it would have to go through the

DRC process. Mayor Money said he is concerned about them wiping out the driving range unless they are willing to take the executive 9 hole golf course and do more of a driving range. CM Horst said on the short side, they can extend the driving range down. They looked at a map and determined how many yards it is from the edge of the property to the berm. Economic Development Director Preece said they could look at rearranging the par three course; the driving range could be moved to the west side.

Council Member Taylor said when the City bonded for Mulligans, it was under the guise that they were leaving green space for the community. Mayor Money said it was purchased because they did not want a sewer plant. Council Member Taylor asked if a long narrow linear design could be done for the building so it does not take up the whole area. She said she does not feel the property sits very low. CM Horst said they can ask the engineers and planners to look at the layout of the property and proposed building.

Mayor Money asked why are they doing this? What do they tell the public? CM Horst said to compete with places like Boondocks that have a year round operation. They are bringing in quality restaurants that would benefit the office park. He said Mulligans is currently holding its own, but they will need money to improve and upkeep the property in 10-15 years. He recommended taking the sales tax money from the proposed business and dedicating it to Mulligans so the money will be there for improvements. He said this facility will pay property tax. They anticipate the sales and property tax generated from this property to total $90,000 a year. They are looking at concession sharing as well. He said they are not losing the driving range.

Mayor Money suggested that they look at some profit sharing.

Mr. Shepherd indicated that his other facilities all serve alcohol. He said they can bring pitchers out at those facilities. He said he feels they handle the alcohol situation well. He reviewed citations that he has received at his other facilities.

Police Chief Shepherd said they aggressively enforce places with alcohol including convenience stores and Harmons. He said they used to have a lot of violations, but they do not now.

City Attorney Wall said through a lease agreement, they can have the owners meet certain standards for lighting, sound, advertising, etc.

It was noted that the Trifecta Group is hired by Brad Shepherd and they would be bound by agreements made with Brad Shepherd.

Council Member Short said he is okay with the alcohol agreement, as presented. He is concerned about the loss of open space. Is the proposal good enough for the trade off? Council Member Johnson noted subsequent phases that would include outdoor racing, bungee jumping, and a water park. CM Horst said they have to think of Mulligans as a business enterprise. It won't survive if they don't treat it that way.

The City Council discussed the fact that if the property was sold, the new owner would have to agree with the current terms set up with this agreement. They would not get any money out of the business, just the value of the ground. CM Horst said his concern is with work that needs to be done such as a face lift for Mulligans and electrical work. He said if they did this, they would be in a position to put money back into it over time.

It was noted that they cannot put the building lower into the ground because of the water table in the area.

Mayor Money said he is okay with the alcohol issue. He has concerns with the design and type of facility. He said the proposed building would wipe away the current look and feel of the area.

Council Member Butters said he is okay with the beer sales, as outlined. Council Member Taylor suggested that they have a different cup for the beer that is sold so it is easier to keep separate.

Council Member Johnson said she is okay with the beer sales, if it is monitored as it has been presented. Council Member Taylor said they have residents that this is part of their lifestyle.

Mr. Shepherd said they will come up with some options regarding the design and layout of the building. Mayor Money suggested that the entire driving range area be looked at as well.

B. Air Gun Public Comments/ Final Ordinance Presentation

Mayor Money said they are only talking about these types of projectiles in public places. They do not want to take away anyone's gun rights. They are concerned about the kids in the City. He asked if this needs to go to a public hearing?

Council Member Short said he has found that people are okay with the Ordinance, when they understand what it is all about. Mayor Money noted that some kids will do what they will, not matter what the parent says.

Council Member Taylor said she feels that a public hearing will protect them. This is an issue that they can't find closure to until they have a public hearing. She said she supports the Ordinance.

Council Member Johnson said they can open up the issue for public comments tonight. It was noted that it is not advertised as a public hearing tonight. CM Horst said there has been much advertising and media on this issue.

Council Member Taylor said she does not feel this item should be on the Summary Action Calendar.

City Attorney Wall said a public hearing is not required. It is at the discretion of the City Council. The Ordinance is lawful.

Council Member Taylor said she would like the issue pulled from the Summary Action Calendar and put on the August 19th agenda. Mayor Money said they could give people a chance to address the issue tonight. Council Member Taylor said she feels they should have a noticed public hearing. Council Member Butters said they can pull the issue from the Summary Action Calendar, discuss it, and then vote on it. Council Member Short agreed.

Items C. and D. were discussed together.

C. Shields Lane and 1000 W. Street Improvements (Brad Klavano)

D. Sales Tax Bond Capital Projects (Laurie Johnson)

ACM Johnson said they have changed their direction regarding the police building. They have already passed a parameters Resolution. Because of the timing of this, some projects have changed. She reviewed the proposed use of the funds and scheduled projects as well as road maintenance changes (Attachment B).

ACM Johnson said they will do as many of the projects as possible. If construction costs continue to rise, they won't get everything done. They discussed problems they are having getting asphalt plants willing to do smaller jobs. Mayor Money said asphalt prices may come down with the oil prices falling.

The City Council said they feel comfortable with the changes, as outlined.
Council Member Taylor noted that her neighborhood is no longer on the schedule for this year.

E. City's Purchasing Policy Update

Associate Director of Finance Sunil Naidu reviewed some changes to the purchasing policy. They discussed the purchasing procedures as well as procedures for disposal of property. ACM Johnson noted that they changed the layout and organization of the policy.

Council Member Taylor asked about emergency procurement procedures. Mr. Naidu said there are everyday purchasing emergencies that are handled by the departments. The finance department is notified within 24 hours. He said for major catastrophe emergencies, FEMA regulations have to be followed.

The City Council discussed the new credit card policy. Cabinet members now have credit cards. Others can check credit cards out. The cards are monitored by Associate Director of Finance Naidu. They have started to get rebates from the credit cards. When the program is up to full speed they hope to receive $25,000-$35,000 a year in rebates.

F. Miscellaneous Discussion

The City Council discussed the rebuilding of 4000 West.

Mayor Money asked about some of the old fencing in Glenmoor. If the fences along collector roads are taken out, they have to be replaced with the current standard of fencing, which is masonry. Mayor Money expressed concern about their ability to afford a masonry fence. They discussed the option of a Special Service District to pay for the fencing. A Special Service District could also be done for the sidewalk on 1000 West. He said they could offer to pay for the curb, gutter, and sidewalk on 1000 West, if the right of way is donated.

CM Horst said the east side/west side school transition teams have submitted their reports. The east side and west side mayors will give their proposals to the transition teams next week. It is moving to arbitration. If a settlement presents itself, arbitration will come to an end. Mayor Money noted that the east side's position paper was more detailed than the west side's. CM Horst said the west side team did not want to tip their hand and give their strategy for arbitration.

The City Council adjourned the work meeting and moved to the regular City Council meeting.

This is a true and correct copy of the August 5, 2008 City Council meeting minutes, which were approved on August 19, 2008.

Anna M. West
South Jordan City Recorder

Council Member Winger seconded the motion. Roll call vote. The vote was unanimous in favor.

Mayor Money said there are some issues that he wished came to the City Council. He referred to a development north of Mulligans that had a density situation. He said it was a hotly contested item, and the City Council gave their word on the density. It was deliberated over long and hard. Then the developer sold the property and somehow the new property owners got a greater density. When the City Council gives their word on something, they need to watch out for the residents. The Planning Commission came behind them and gave a greater density because the developer said they can't sell the high priced homes in the area.

Council Member Short said they should check the meeting minutes. There were agreements for this property. The City would let the developers do certain things if more open space was allowed. That was all agreed to before the development got approved.

CM Geilmann said the concept of what the Planning Commission is allowed to do falls under the prerogative of the City Council. He said the department heads are now attending the City Council meetings to make sure that they are keeping the faith of the community. He said they can change what the Planning Commission is charged with. If the City Council gives the authority to the Planning Commission to make certain decisions, then they are the decision making body. He said the City Council has given authority on site plan changes to the Planning Commission. Council Member Winger said that needs to be reviewed. They need to keep good faith with the City Council and residents. Council Member Johnson noted that there is still an appeal process. Council Member Short said if no one appeals the decision, it will not go to the City Council. Mayor Money said when he heard that they allowed more density down by Mulligans, after it was negotiated with the City Council, it was a real concern to him because it reflects on the integrity of the City Council.

Council Member Taylor said the Board of Adjustments has not seen anything in over nine months; those items have been going to the Planning Commission or City Council. In a work session, they need to relook at the structure of things and determine what items go to what body.

Mayor Money said he is not criticizing the Planning Commission. They did what they felt was best with the information they had. It is a problem that needs to be fixed.

Mayor Money said because of the current economic conditions, it is great to hear that Daybreak still sold 14 homes last week. It is a testament to what they have created in Daybreak and it is satisfying the needs of all walks of life. Because of the economic situation, they should not cut the price of homes in half and build an inferior product or reduce the size of the project just because they need to get the sales price down. It is not fair to everyone else who bought in the area. Not only are they reducing the price of the new housing, but they are also reducing the values of the homes around them.

Council Member Winger said she understands that King Benjamin Court was also downsized by the Planning Commission because of the sales prices. They need to look at that area too. Council Member Taylor said they can lower the price of homes, but they cannot lower the standard to which the homes are built.

Council Member Butters asked about the fence issue. He said they need to make sure they are complying with the height of the fence on both sides of the fence so people are getting the desired privacy. Senior Planner Schindler said they have worked with the engineers to know where to measure the fence height from. City Engineer Klavano said he feels the issue has been handled. They are looking at it much closer. Council Member Winger said they also need to make sure the soil compaction is sufficient. City Engineer Klavano said sometimes a retaining wall is required.

IX. FIRST READING REPORTS

No Council Discussion or Action Will Be Taken On These Items – Items Contained In This Agenda Section May Be Added To An Upcoming City Council Agenda For Potential Council Action

A. First Reading – Proposed Zoning Text Amendment Application, Consolidation of Various Land Use References to Religious Activities In The Municipal Code

B. First Reading – An Ordinance Adopting The Draft Plan As The Official Plan For Three Community Development Project Areas (South Station, Commerce Park and Gateway Central)

Council Member Winger made a motion to go into a Redevelopment Agency Meeting. Council Member Butters seconded the motion. The vote was unanimous in favor.

Redevelopment Agency meeting – separate set of minutes.

Board Member Short made a motion to adjourn the RDA meeting, take a break, and then go into a closed meeting. Board Member Winger seconded the motion. The vote was unanimous in favor.

X. CLOSED EXECUTIVE SESSION

A. A Closed Executive Session To Discuss The Purchase, Exchange, or Lease Of Real Property

B. Discussing The Character, Professional Competence, or Physical or Mental Health Of An Individual

VAN DRIMMELEN & ASSOCIATES, INC.
COMMERCIAL APPRAISERS

A SUMMARY APPRAISAL REPORT OF
±65.32 ACRES OF COMMERCIAL LAND

LOCATED AT
692 WEST 10600 SOUTH STREET,
SOUTH JORDAN, UTAH

PROPERTY CURRENTLY OWNED BY
SOUTH JORDAN CITY

PREPARED FOR
SOUTH JORDAN CITY
c/o Mr. Gary L. Whatcott
Assistant City Manager
1600 West Towne Center Drive
South Jordan, Utah 84095

PREPARED BY
KENDALL S. MITCHELL
CERTIFIED GENERAL APPRAISER

DATE OF INSPECTION
MARCH 23, 2011

EFFECTIVE DATE OF THE APPRAISAL
MARCH 23, 2011

DATE OF THE REPORT
MARCH 30, 2011

774 East 2100 South Salt Lake City, Utah 84106 Phone 801-487-3691 Fax 801-487-0330

VAN DRIMMELEN & ASSOCIATES, INC.
COMMERCIAL APPRAISERS

March 30, 2011

Mr. Gary L. Whatcott
Assistant City Manager
South Jordan City
1600 West Towne Center Drive
South Jordan, Utah 84095

Re: A summary appraisal report of ±65.32 acres of commercial land located at 692 West 10600 South Street, South Jordan, Utah, Salt Lake County parcel number(s) 27-14-276-027. Appraisal file # 765km0311.

Dear Mr. Whatcott,

At your request, I have prepared a Summary Appraisal Report addressing the market value of the fee simple interest "As Is" of the above referenced property. After inspecting the site, pertinent market data were gathered and used for a comparative analysis. This was done to formulate an opinion of the market value of the indicated interest. An appraisal was completed in accordance with Standards Rule 1 of the Uniform Standards of Professional Appraisal Practice (USPAP).

The results of the appraisal have been prepared and communicated in a summary format, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of USPAP. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of market value. Supporting documentation is retained in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. Finally, this appraisal report conforms with, and is subject to, the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics, and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this appraisal report, by the client or by a third party, will mean acceptance of all assumptions and limiting conditions contained in the Letter of Transmittal, Preface, and attached report. The appraiser is not responsible for unauthorized use of this report.

774 East 2100 South Salt Lake City, Utah 84106 Phone 801-487-3691 Fax 801-487-0330

After researching the market and analyzing the data presented in the report, I am of the opinion that the ***Market Value*** - As Is of the fee simple interest (as defined in the attached Report and subject to the definitions, certifications, and limited conditions set forth in this Report), as of March 23, 2011, is:

NINETEEN MILLION ONE HUNDRED NINETY FIVE THOUSAND DOLLARS
($19,195,000)

Based on current market conditions and available market data, it would appear that the subject property as is, if properly marketed, would need an exposure time of twelve to eighteen months. Likewise, being properly marketed, the subject could likely be sold within a 12 to 18 month period from the date of this appraisal.

The value given is subject to the general assumptions, limiting conditions, and specific extraordinary assumptions stated in the report and/or itemized in the preface section of this document. It is important that the reader of this report review and understand all general and specific assumptions and limiting conditions. The effective date of value is March 23, 2011. The date of the report is March 30, 2011.

This report has been prepared primarily for your use. As is customary in assignments of this nature, neither my name, company name, nor the material submitted may be included in any prospectus, newspaper publicity, or as part of any printed material, or used in offerings or representations with the sale of securities or participation interests to the public.

Your attention is invited to the attached appraisal report, which outlines the data collected and the methods used to formulate an opinion of the market value of the above-indicated interests on the above-described property. It has been a pleasure working with you on this assignment. Please do not hesitate to contact me with any questions that may arise.

Respectfully submitted,

Ken Mitchell

Kendall S. Mitchell

Utah State Certified General Appraiser
License #5499685-CG00 Expires 4-30-12

Enc.

Appraisal Report Preface

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Certification of Value

Re: A summary appraisal report of ±65.32 acres of commercial land located at 692 West 10600 South Street, South Jordan, Utah, Salt Lake County parcel number(s) 27-14-276-027. Appraisal file # 765km0311.

I certify that to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property appraised that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice* (USPAP).
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
10. Kendall Mitchell has made a personal inspection of the property that is the subject of this report.
11. No other individuals provided significant real property appraisal assistance to the person signing this certification.
12. I have complied with the Appraisal Standards of USPAP and the Appraisal Institute in conducting the research and analysis, and in formulating the value conclusion(s) contained in this report.
13. The Ethics Rule of the Uniform Standards shall be enforced solely by enforcement of the Code of Professional Ethics under the existing enforcement procedures of the Appraisal Institute.
14. As of the date of this report, Kendall Mitchell is licensed by the State of Utah, Department of Commerce, Division of Real Estate. Under the state's licensing regulations, Kendall Mitchell is a Certified General Appraiser and my license has not been revoked, suspended, canceled, or restricted.

15. The undersigned hereby acknowledge that I have the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraiser's statements of qualifications found in the addendum of this report.
16. I have not appraised the subject, nor provided any other professional service related to the subject within the last three years.

Dated: March 30, 2011

Ken Mitchell

Kendall S. Mitchell

Utah State Certified General Appraiser
Certificate #5499685-CG00, Expires 04-30-12

Assumptions and Limiting Conditions

1. The results of the appraisal have been prepared and communicated in a summary format, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of USPAP. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of market value. Supporting documentation is retained in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for any unauthorized use of this report.

2. For purposes of this appraisal, any marketing program for the sale of the property would assume cash or its equivalent.

3. No detailed soil studies covering the subject property were available for this appraisal. It is therefore assumed that soil conditions are adequate to support standard construction consistent with highest and best use.

4. The date(s) of value to which the conclusions and opinions expressed in this report apply, is set forth in the letter of transmittal. Further, the dollar amount of any value opinion rendered in this report is based upon the purchasing power of the American dollar existing on that date.

5. The appraiser assumes no responsibility for economic or physical factors which may affect the opinions in this report which occur after the valuation date.

6. The appraiser reserves the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.

7. No opinion as to title is rendered. Data relating to ownership and legal description was obtained from the client or public records and is considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.

8. If no title policy was made available to the appraiser, he assumes no responsibility for such items of record not disclosed by customary investigation.

9. The appraiser assumes no responsibility for hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for arranging for engineering studies that may be required to discover them.

10. The property is appraised assuming it to be in full compliance with all applicable federal, state, and local environmental regulations and laws, unless otherwise stated.

11. The property is appraised assuming that all applicable zoning and use regulations and restrictions have been complied with, unless otherwise stated.

12. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.

Assumptions and Limiting Conditions (cont'd)

13. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separated allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

14. An engineering survey has not been made by the appraiser. Except as specifically stated, data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist.

15. No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.

16. Maps, plats and exhibits included in this report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.

17. No opinion is intended to be expressed for matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by the real estate appraisers.

18. Possession of this report, or copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event only with proper written qualification and only in its entirety.

19. Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal, unless such arrangements are made a reasonable time in advance.

20. The appraiser has personally inspected the subject property and found no obvious evidence of structural deficiencies, except as may be stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake or occupancy codes can be assumed without provision of specific professional or government inspections.

21. Unless otherwise noted, no consideration has been given in this appraisal to the value of the property located on the premises which is considered by the appraiser to be personal property, nor has consideration been given to the cost of moving or relocating such personal property; only the real property has been considered.

22. Information obtained for use in this appraisal is believed to be true and correct to the best of my ability; however, no responsibility is assumed for errors or omissions, or for information not disclosed which might otherwise affect the valuation estimate.

24. Unless otherwise stated in this report, the appraiser signing this report has no knowledge concerning the presence or absence of toxic materials in the improvements and/or hazardous waste on the land. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.

25. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.

Assumptions and Limiting Conditions (cont'd)

26. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the appraiser.

Consideration of Hazardous Substances in the Appraisal Process

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

Americans with Disabilities Act

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the Property.

Specific Extraordinary Assumptions, and Limiting Conditions

1. This analysis assumes no environmental hazards and/or wetlands exist on site that would adversely affect the final value estimate. Review of an ALTA survey and/or a Phase I Environmental Site Assessment performed by a qualified engineer/firm is recommended.

2. This report has been prepared during the month of March of 2011, during a prolonged period of below average market conditions and general declining property values. The indicated value is based on current market conditions as of the time the report was prepared. The appraiser cannot be held responsible

for unforeseeable events that alter market conditions subsequent to the date of the appraisal.

3. An extraordinary assumption is made that the information received from the current owner, borrower, client, and government officials concerning the history of the property, and all other pertinent information received and that has been relied on to formulate an opinion of market value is true and correct.

4. As of the date of the inspection, the majority of the subject property is within the A-5 (Agricultural) zone, and the entire parcel is master planned OS for Recreation and Open Space uses. South Jordan City officials report that it is the City's long range intent to eventually do an office park and/or commercial development on the subject, similar to Riverpark which is adjacent south on the south side of 10600 South Street. While this use is in-line and consistent with the Highest and Best use analysis, the long range master plan does not reflect office and/or commercial master plan designations within the subject. Reliance must be made on typical market norms and special consideration cannot be given to the fact that the City owns the subject, and could therefore implement a zoning change more effectively. Major zoning changes on large tracts of land in developed areas often involve open public meetings and lengthy approval processes. This appraisal and the concluded market values contained herein are based on the extraordinary assumption that a reasonable possibility exists that the subject could be rezoned to CC (commercial) uses along the frontage with 10600 South, and Office Space uses on the remaining rear portion. This zoning change would be in conformance with surrounding development and reflective of the high traffic counts, superior nearby linkages and the commercial corridor nature of 10600 South roadway. If a zoning change from agricultural/open space to more intensive commercial uses were unable to occur for any reason, it would have a significant impact on the value conclusion(s) contained herein. I reserve the right to amend this appraisal if more precise information concerning the future zoning of any portion of the subject become available in the near future.

5. County Records indicate the subject parcels total 65.32 acres. In lieu of a specific ALTA and/or land survey, an extraordinary assumption is made that the indicated land size is accurate and correct.

6. Please note that are several ponds associated with the golf course within the subject property. The ponds are part of an active irrigation line that eventually drains into the Jordan River. The ponds appear to occupy ±5 to 8 acres. Considering future development options, the ponds would have utility as a landscaping amenity and would also count towards density, open space and lot size requirements. South Jordan City officials report that they have the ability to re-route the irrigation line at a point southerly if necessary, and that the ponds could be filled in relatively easily. As the area occupied by the ponds has apparent site utility and could be filled and developed, the land area within the

ponds is included in the useable area herein. An extraordinary assumption is made that the information obtained from South Jordan City officials is correct, and that the water could be re-routed and the ponds could be filled in to accommodate development, if necessary.

Executive Summary

Type of Property Appraised	±65.32 acres of commercial land.
Location/Address	692 West 10600 South Street, South Jordan, Utah
Purpose of the Appraisal	Provide an opinion of the market value - As Is.
Property Rights Appraised	Fee simple
Owner of Record	South Jordan City
Parcel Number	27-14-276-027
Area Data Summary	Below average but stabilizing economic base, modestly expanding population, rising/stabilizing unemployment, and apparent stabilizing property values and real estate investment.
Neighborhood Summary	The subject neighborhood is located in South Jordan City, within the southwestern quadrant of Salt Lake County.
Site Summary	
Location	North side of 10600 South at approximately 692 West
Gross Land Size	±65.32 acres, or ±2,845,339 square feet
Shape/Topography	Irregular (overall) / The topography is moderately sloping to mostly level.
Frontage	±1,481 linear frontage feet on 10600 South.
Flood Zoning	Zone X, AE and X[1] (Panel # 49035C0441G, September 25, 2009)
Adverse Site Conditions	None noted.
Zoning	CC (Commercial) and A-5 (Agricultural); the majority of the site is within the A-5 zone.
Highest and Best Use	
As Vacant	For mixed use retail and/or office development.
As Improved	For interim special use (golf and entertainment) purposes until market conditions improve to warrant demolition of the improvements and development to the concluded highest and best use as vacant.

1 Areas outside the 500-year flood (X) and areas within the 100 year flood plain (X and AE)

Executive Summary (cont'd)

Reconciled Market Value "As Is"

±10.20 Ac Commercial Land	$3,998,808
±55.12 Ac Office/BP Land	$16,206,932
±65.32 Acres of Land	**$19,195,000** (rounded and discounted for size)
Date of Inspection	March 23, 2011
Date of Valuation	March 23, 2011
Date of the Report	March 30, 2011
Exposure Time	Twelve to eighteen months
Marketability of the Subject	The subject property is marketable and the marketing time is estimated to be within a 12 to 18 month period.

Subject Photographs

Front View of Clubhouse Building

Rear View of Clubhouse Building

Subject Photographs

View of Site Looking Northerly from SWC

View of Site Looking East from SWC

Subject Photographs

View of Driving Range Structure

View of Site Looking NW from North/Center

Subject Photographs

View of Site of Subject Looking North from North/Center

View of Site Looking Southerly Near NEC

Subject Photographs

View of Maintenance Shed

View of Subject and Parking Lot Improvements Looking West from SEC

Subject Photographs

View of Subject and Maintenance Shed Looking North from SEC

View of Driving Range and Center of Site Looking North

Subject Photographs

View of Batting Cages and Commercial Frontage Portion of Site

View of Mini Golf and South Portion of Site

Subject Photographs

Interior View of Clubhouse

Interior View of Clubhouse

Subject Photographs

Street Scene: 10600 South Looking West

Street Scene: 10600 South Looking East

Factual Information

Introduction

Client	Mr. Gary L. Whatcott Assistant City Manager South Jordan City 1600 West Towne Center Drive South Jordan, Utah 84095
Appraisers	Kendall S. Mitchell Certified General Appraiser Van Drimmelen & Associates, Inc. 774 East 2100 South Salt Lake City, Utah 84106
Subject	±65.32 acres of commercial land (Salt Lake County Assessor's Parcel Number(s): 27-14-276-027).

Purpose of the Appraisal

The purpose of this appraisal is to provide an opinion of the market value - As Is as of the effective valuation date. Market value is defined by the Rules and Regulations, Federal Register, as follows.

- Definition of Market Value. The market value of the property rights appraised is defined as follows:

  The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from the seller to buyer under conditions whereby:

  A. buyer and seller are typically motivated;
  B. both parties are well informed or well advised, and acting in what they consider their own best interest;
  C. a reasonable time is allowed for exposure in the open market;
  D. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
  E. the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[2]

2 Definition of "Market" Value - "Market Value" as defined in the Rules and Regulations, Federal Register, Vol. 55, No. 165, page 34696, as of Friday August 24, 1990, Rules and Regulations, 12 CFR Part 34.42(f).

The foregoing definition stipulates that value reflect cash or cash equivalent terms. The following elaborates on the concept of cash equivalency.

- Definition of Cash Equivalency

  In applying this definition of market value, adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs that are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparison to financing terms offered by a third party financial institution that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.[3]

Intended User/Use of the Report

Reportedly, this appraisal will be used by South Jordan City, the user/client, for internal decision making purposes.

Property Rights/Interest(s) Appraised

The property rights/interest appraised is the fee simple estate. The fee simple estate is defined below.

- Definition of Fee Simple Estate

  Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[4]

Personal Property, Fixtures, and Intangible Items

No personal property, equipment, fixtures, or intangible items are included in the appraised value unless otherwise stated.

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3 Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC).

4 The Appraisal of Real Estate, (twelfth edition) The Appraisal Institute, Chicago, Illinois, 2001, pg. 69.

Effective Date(s) of Valuation

The property was inspected on March 23, 2011, which is the effective valuation date for the subject "As Is". The date of the report is March 30, 2011.

Subject Status Appraised

As per the client's request, the subject is valued in its As Is condition as of the date of inspection. The status appraised is defined as follows:

- Definition of Value "As Is"

  The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. [5]

Scope/Appraisal Development and Reporting Process

To formulate the opinion of value the appraiser performed an appraisal process as defined by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.[6] This report is presented in a summary format. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop an opinion of market value. Supporting documentation is retained in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. Finally, this appraisal report conforms with, and is subject to, the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics, and the Standards of Professional Appraisal Practice of the Appraisal Institute. In preparing this appraisal the following steps were taken:

5 The Dictionary of Real Estate Appraisal, (Fourth Edition) The Appraisal Institute, Chicago, Illinois, 2002.
6 Uniform Standards of Professional Appraisal Practice, Appraisal Foundation, 2006 Edition.

- The subject site was inspected on March 23, 2011;
- The location, size and scope of the land appraised was determined from County Records;
- Comparable information was gathered and confirmed;
- The Sales Comparison Approach was applied and reconciled to arrive at an indication of value for the land;
- The exposure and marketing times were finally analyzed to determine an appropriate exposure and marketing period for the subject based on the concluded values.

Utah is a nondisclosure state in that sale prices are not reported to the governing agency when recorded. All comparable data used in this report were confirmed with either the buyer, the seller, the broker, or other persons with firsthand knowledge of the transaction. No other individuals provided real property appraisal assistance to the person(s) signing this report.

Identification of Property

Address	692 West 10600 South Street, South Jordan, Utah
Location	North side of 10600 South at approximately 692 West
Parcel Number(s)	27-14-276-027
Owner(s) of Record	South Jordan City
Legal Description	The legal descriptions used in this report were obtained from the Salt Lake County Recorder's office. In order to avoid duplication errors, the deeds have been photocopied and included in the addenda of the report. Review of an A.L.T.A. Survey for the subject property is recommended.

Recent History of the Property

The current owner of record is South Jordan City. Secondary information obtained by the appraiser indicates that South Jordan City purchased the subject in July of 2004 for a reported price of $10,800,000. Considered as land only, this equates to about $3.80 per square foot. South Jordan City has been operating Mulligan's as an income producing special use property since that time. No sales or listings are reported within the last three (3) years. It is assumed that this information is correct and I am unaware of any listings or other sales within the past three (3) years.

Property Taxes and Assessment Data

For taxation purposes, the appraised property is under the jurisdiction of Salt Lake County. The tax information is applicable for 2010 and has been obtained from the Salt Lake County Treasurer's Office. The assessed values referred to in the following table were estimated by the Salt Lake County Assessor's Office. Real estate tax information for the subject for 2010 is indicated in the following table.[7]

[7] Taxes in Utah are calculated by applying a tax rate to taxable value. Taxable value is a percentage of the assessor's estimate of market value. The percentage is 100 percent for commercial properties and about 67 percent for residential properties. The tax rate varies depending on a given county's budget.

Current Assessment and Tax Information: FY 2010								
Assessed Value				Taxable Value	Total Taxes			
Parcel	Land	Improve ments	Total	Total Taxable	Tax rate	Ad Valorem Tax[1]	Special Assess ments[2]	Total Tax
27-14-276-027	$11,757,600	$1,437,100	$13,194,700	$13,194,700	0.0	$0	$0	$0

[1]Applies to real estate only. Taxes on personal property, improvement fixtures, etc., if any are excluded.
[2]Special assessments include bond payments and/or other taxes that do not vary according to assessed value.

Source: Salt Lake County

It is noted that the subject is owned by South Jordan City, which is a tax exempt municipal entity. As such, no taxes are assessed or indicated. The assessed value equates to $180,000 per acre, or $4.13 per square foot based on the land size recorded by Salt Lake County of ±65.32 acres. The concluded market value contained herein is higher than the assessed value. However, this appraisal analyzes current market data and makes specific adjustments to each sale relative to the subject in order to derive an indication of market value for the subject. The assessed value by Salt Lake County is typically computer generated on a mass appraisal basis and is not specific in adjustments. Thus, limited weight is placed on the assessed value as a market value indicator.

Area Description

There are social, economic, governmental, and environmental forces, which influence the value and marketability of the subject of this report. A synopsis of the State of Utah and Wasatch Front markets are analyzed below. A more specific analysis of the subject neighborhood of South Jordan and surrounding areas in Salt Lake County will follow in the summary of neighborhood information section.

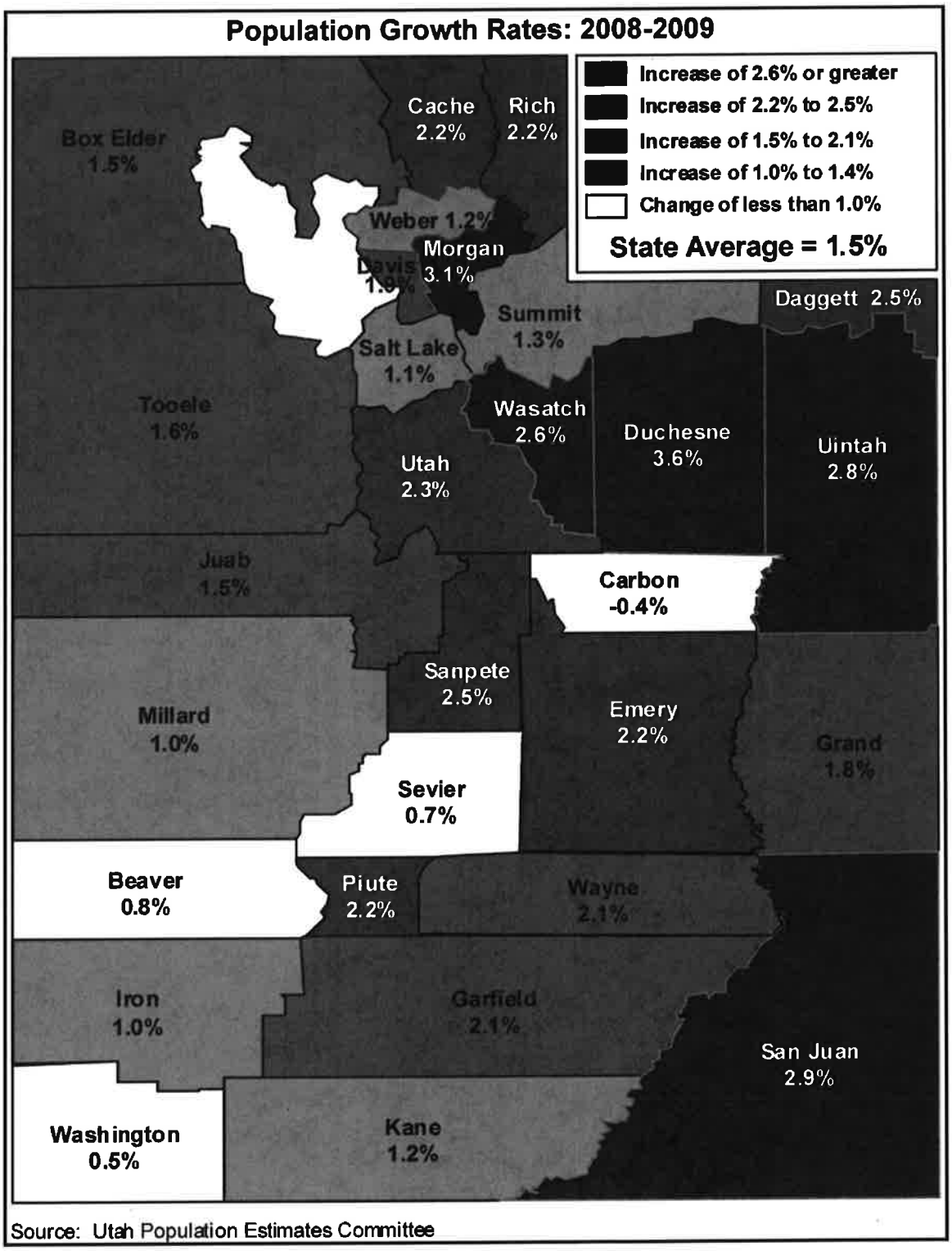
Population/Growth:

According to the *2010 Utah Economic Report to the Governor*, Utah's official population was estimated to be 2,849,000, an increase of 1.75% from 2009. The following grid summarizes the growth components of the State of Utah during 2010. This data was obtained from the *2011 Economic Outlook.*

2010 Utah Population Estimate	**2,849,000**
2009-2010 Percent Change	1.75%
2009-2010 Absolute Change	49,000
2010 Net Migration	10,000
2010 Fiscal Year Births	52,632
2010 Fiscal Year Deaths	14,206
2010 Natural Increase	38,426

The rate of growth at 1.75% is lower than the record growth of 3.2% in 2007. In 2010, population had a net increase of 49,000 people, with ±20% of the increase from people moving into the state. Utah's unique high fertility rate and low mortality rate contribute to strong natural increase, the difference between births and deaths. According to the U.S. Census Bureau, Utah ranked 2nd among states, behind Wyoming, with a population growth rate of 2.1% from 2008 to 2009. The U.S. Rate of growth was 0.9%. Long-term projections indicate the population growing to 3.7 million in 2020, 4.4 million in 2030, 5.2 million in 2040, 6.0 million in 2050, and 6.8 million in 2060. The following map shows estimated growth rates per county for the state from 2008 to 2009. Data for

growth from 2009 to 2010 is not yet available for the individual counties. Therefore, the most recent data is shown below.



Morgan, Duchesne, San Juan, Uintah, and Wasatch Counties were the fastest growing counties in the state and experienced growth rates above 2.6% during 2008 to 2009. Salt Lake and Utah Counties experienced the largest absolute change in terms of persons. Only one county, Carbon, experienced population loss during this time period.

As is shown in the following table, the estimated population of Salt Lake County as of July 2009 was 1,042,125 persons, which represents a ±1.1% growth rate from July 2008 estimates of 1,030,519 persons. According to the Governor's Office of Planning and Budget, county population figures for 2010 are not yet available. These figures will be available once the 2010 U.S. Census Bureau figures are finalized. Therefore, the most recent data is shown below.

Utah Population Estimates by County

County	Census April 1, 2000	July 1, 2000	July 1, 2001	July 1, 2002	July 1, 2003	July 1, 2004	July 1, 2005	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	2008-2009 Absolute Change	2008-2009 Percent Change	2000 - 2009 Absolute Change	2000 - 2009 Percent Change	AARC	2009 % of Total Population
Beaver	6,005	6,023	6,198	6,285	6,285	6,308	6,341	6,428	6,466	6,523	6,576	53	0.8%	571	9.5%	1.0%	0.23%
Box Elder	42,745	42,860	43,245	43,812	44,022	44,654	45,304	45,987	47,491	48,712	49,421	709	1.5%	6,676	15.6%	1.6%	1.76%
Cache	91,391	91,897	93,372	95,460	96,176	100,182	103,564	105,671	109,022	111,841	114,276	2,435	2.2%	22,885	25.0%	2.5%	4.08%
Carbon	20,422	20,396	19,858	19,858	19,558	19,385	19,338	19,504	19,730	19,841	19,768	-73	-0.4%	-654	-3.2%	-0.3%	0.71%
Daggett	921	933	944	918	921	954	963	949	969	964	988	24	2.5%	67	7.3%	0.6%	0.04%
Davis	238,994	240,204	246,744	255,099	262,038	268,916	278,278	286,547	296,029	301,915	307,656	5,741	1.9%	68,662	28.7%	2.6%	10.99%
Duchesne	14,371	14,397	14,646	14,856	14,898	14,933	15,237	15,585	16,163	16,785	17,368	603	3.6%	2,997	20.9%	2.1%	0.62%
Emery	10,860	10,782	10,473	10,540	10,477	10,493	10,491	10,438	10,461	10,610	10,848	238	2.2%	-12	-0.1%	0.1%	0.39%
Garfield	4,735	4,783	4,630	4,599	4,532	4,625	4,703	4,772	4,872	5,044	5,149	105	2.1%	414	8.7%	0.9%	0.18%
Grand	8,485	8,537	8,423	8,468	8,464	8,611	8,826	9,024	9,125	9,326	9,493	167	1.8%	1,008	11.9%	1.2%	0.34%
Iron	33,779	34,079	35,541	36,122	37,559	38,925	41,397	43,424	44,813	46,341	46,825	484	1.0%	13,046	38.6%	3.6%	1.67%
Juab	8,238	8,310	8,570	8,643	8,713	8,826	8,974	9,315	9,654	10,039	10,191	152	1.5%	1,953	23.7%	2.3%	0.36%
Kane	6,046	6,037	6,037	5,958	5,937	6,056	6,211	6,294	6,440	6,663	6,740	77	1.2%	694	11.5%	1.2%	0.24%
Millard	12,405	12,461	12,486	12,760	13,068	13,127	13,171	13,230	13,414	13,550	13,702	152	1.1%	1,297	10.5%	1.1%	0.49%
Morgan	7,129	7,181	7,548	7,639	7,938	8,249	8,518	8,888	9,265	9,645	9,947	302	3.1%	2,818	39.5%	3.7%	0.36%
Piute	1,435	1,436	1,404	1,409	1,358	1,366	1,368	1,373	1,385	1,447	1,479	32	2.2%	44	3.1%	0.3%	0.05%
Rich	1,961	1,955	1,983	2,050	2,079	2,069	2,082	2,121	2,162	2,278	2,329	51	2.2%	368	18.8%	2.0%	0.08%
Salt Lake	898,387	902,777	918,279	927,564	940,465	955,166	978,285	996,374	1,018,904	1,030,519	1,042,125	11,606	1.1%	143,738	16.0%	1.6%	37.22%
San Juan	14,413	14,360	14,063	14,216	14,240	14,353	14,571	14,647	14,807	15,206	15,643	437	2.9%	1,230	8.5%	1.0%	0.56%
Sanpete	22,763	22,846	23,572	24,521	24,787	25,043	25,454	25,799	26,464	26,960	27,646	686	2.5%	4,883	21.5%	2.1%	0.99%
Sevier	18,842	18,938	19,180	19,232	19,318	19,415	19,649	19,984	20,442	20,619	20,773	154	0.7%	1,931	10.2%	1.0%	0.74%
Summit	29,736	30,048	31,279	32,236	34,073	35,080	36,283	36,871	38,412	39,951	40,451	500	1.3%	10,715	36.0%	3.4%	1.44%
Tooele	40,735	41,549	44,425	47,019	48,956	50,075	52,133	54,375	56,536	58,214	59,117	903	1.6%	18,382	45.1%	4.0%	2.11%
Uintah	25,224	25,297	26,049	25,864	26,019	26,224	26,863	27,747	28,806	30,446	31,291	845	2.8%	6,067	24.1%	2.4%	1.12%
Utah	368,536	371,694	390,447	405,977	423,266	437,627	456,073	475,425	501,447	519,632	531,442	11,810	2.3%	162,906	44.2%	4.0%	18.98%
Wasatch	15,215	15,433	16,278	17,476	18,515	19,177	19,999	21,053	21,951	22,845	23,428	583	2.6%	8,213	54.0%	4.7%	0.84%
Washington	90,354	91,104	96,902	103,750	109,767	117,316	127,127	134,899	140,908	144,710	145,466	756	0.5%	55,112	61.0%	5.3%	5.20%
Wayne	2,509	2,515	2,509	2,504	2,487	2,518	2,504	2,535	2,635	2,637	2,692	55	2.1%	183	7.3%	0.8%	0.10%
Weber	196,533	197,541	200,567	203,377	205,882	209,547	213,684	215,870	220,781	224,536	227,259	2,723	1.2%	30,726	15.6%	1.6%	8.12%

The demographic projections for Utah appear to be favorable. The following is the projected population and employment growth over the next 45 years as reported by the Governor's Office of Planning and Budget.

Utah Economic and Demographic Summary

	July 1 Population Total Population		School-Age Population (Ages 5-17)		Total Employment		Households		
Decade	Total	AARC	Total	AARC	Total	AARC	Total	AARC	Average Size
2000	2,246,553		509,087		1,387,847		706,978		3.12
2010	2,927,643	2.7%	623,784	2.1%	1,796,544	2.6%	958,165	3.1%	3.00
2020	3,652,547	2.2%	772,074	2.2%	2,197,122	2.0%	1,242,459	2.6%	2.89
2030	4,387,831	1.9%	845,713	0.9%	2,563,153	1.6%	1,556,949	2.3%	2.77
2040	5,171,391	1.7%	971,017	1.4%	2,972,731	1.5%	1,876,862	1.9%	2.70
2050	5,989,089	1.5%	1,131,546	1.5%	3,391,591	1.3%	2,200,285	1.6%	2.67
2060	6,840,187	1.3%	1,259,549	1.1%	3,817,552	1.2%	2,554,061	1.5%	2.62

Notes:
1. Total Employment includes self-employed and others not included in nonfarm employment.
2. All numbers are dated July 1.
3. Average Household Size is based on the household population which does not include Group Quarters Population.
4. AARC = Average Annual Rate of Change.

Source: Governor's Office of Planning and Budget, 2008 Baseline Projections

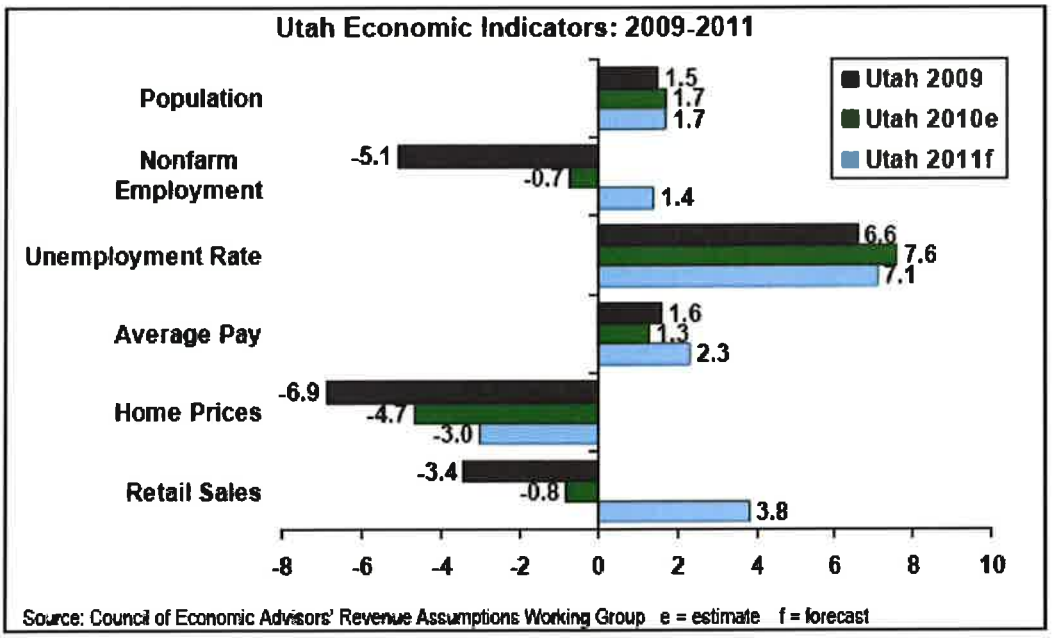
Economy:

Consistent with the nation, Utah's economy contracted during 2010. Employment increased slightly during 2008 but declined 4.9% in 2009. The unemployment rate nearly doubled from 3.4% in 2008 to 6.5% in 2009. According to the Department of Workforce Services, as of December 2010, Utah's unemployment rate was 7.5%. By comparison, the U.S. unemployment rate for the same period was 9.4%. For the year ending in December 2010, year over year job growth was up 1.3% in Utah compared with 0.8% in the U.S. The housing slump, combined with business caution about building, resulted in a decline in construction employment of 8.5% in 2010, after a decline of 22.1% in 2009. Healthy production growth slowed manufacturing layoffs; however, jobs still declined 2.0%.

Some of the economic highlights during 2010 are noted by the following market indicators as reported in the *2011 Economic Outlook*:

- Construction – The value of permit authorized construction for Utah in 2010 was $3.1 billion, down 10% from 2009.
- Exports – Utah's total exports increased from a record peak of $10.3 billion in 2009 to an estimated $14.1 billion in 2010, an increase of 36%.
- Education - In 2010, there were an estimated 576,335 students in Utah's public education system, a 2.3% increase over 2009. Projections for 2011 indicate an increase of 2.6%.
- Unemployment – Utah's 2010 unemployment rate was 7.5%, up from 6.5% in 2009. In 2010, there were an average 101,700 unemployed Utahans.
- Average Wage – In 2010, Utah's average annual nonfarm wage was $38,547, an increase of 1.3% from 2009.

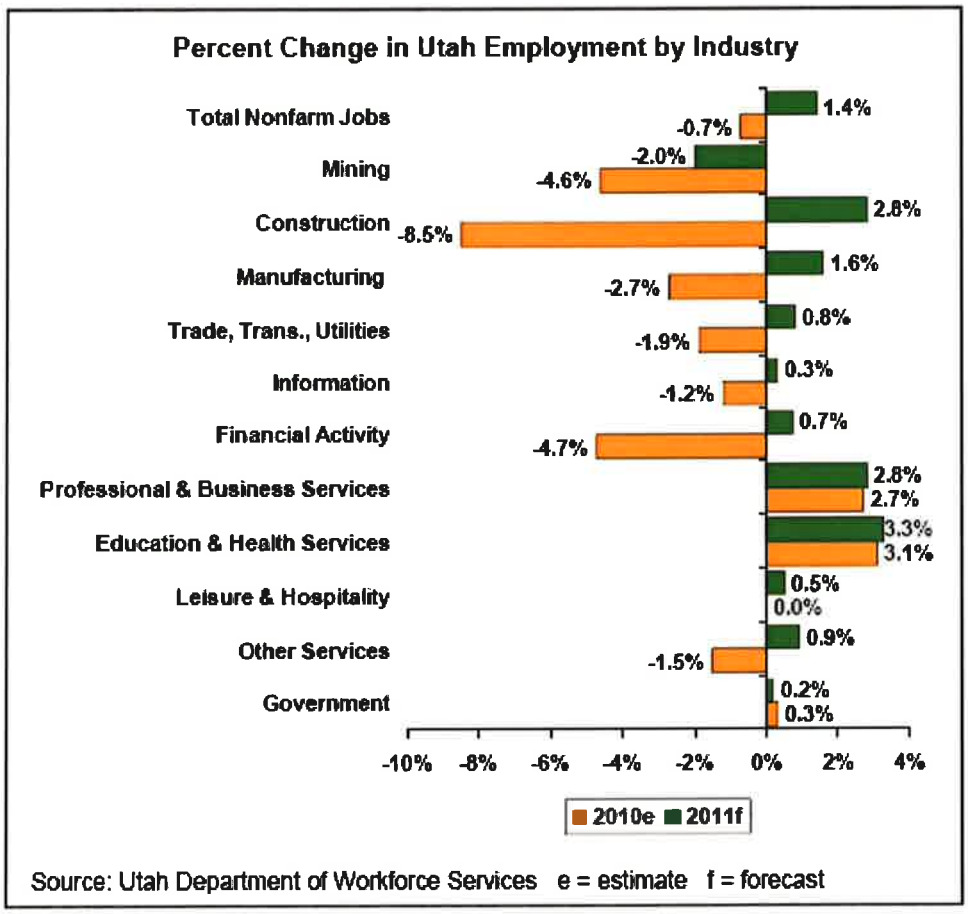
The following grid illustrates economic indicators for 2009 through 2011 for the State of Utah in comparison to the United States.



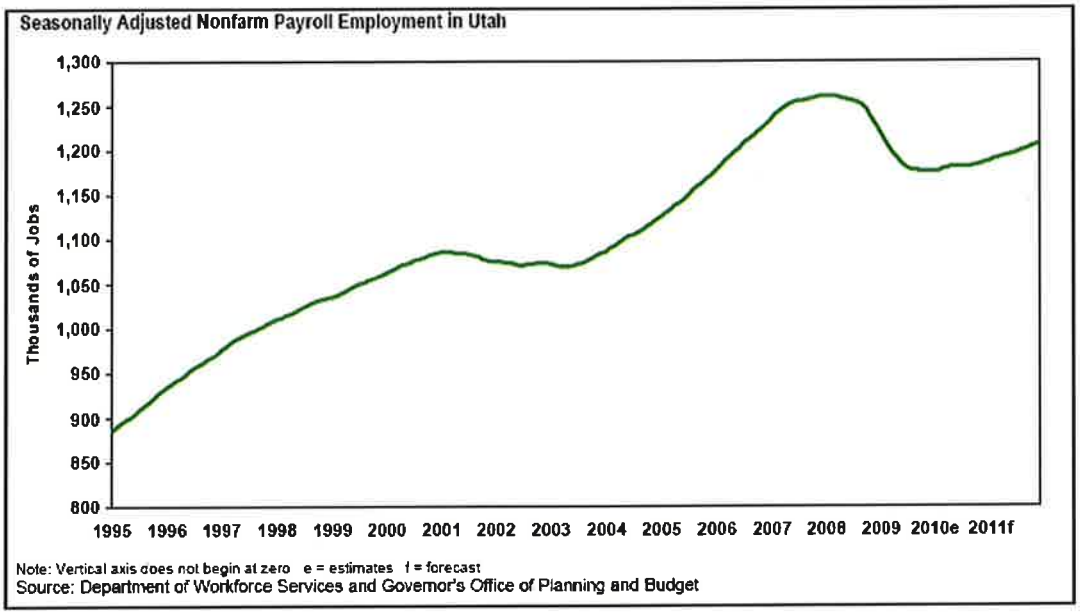
As is shown above, population growth in Utah is stronger in comparison to the nation, and unemployment has increased but is consistently below the national average for the last several years.

Employment:

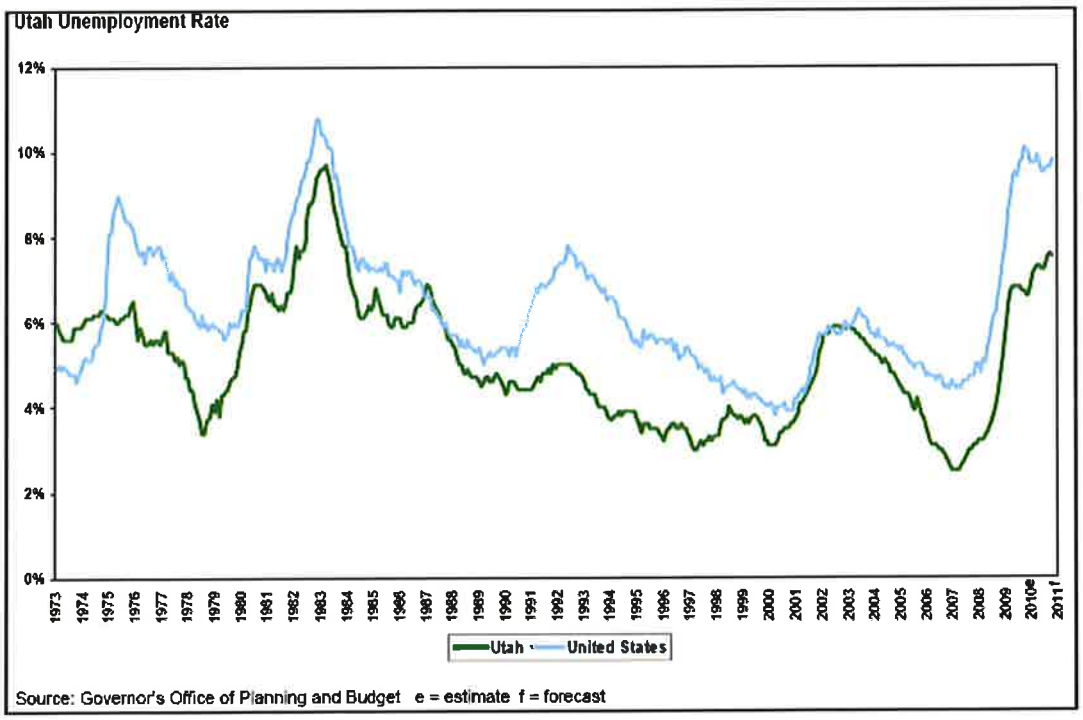
The downturn in residential construction has been the main culprit for slow job growth over the past year and has spilled over into other industries, particularly mining and manufacturing. Percent changes in jobs for all major industries are illustrated in the following graph.



Job creation has dropped over the last year for the nation and Utah. The following graph shows historical job growth for the State of Utah in comparison to the U.S.



Seasonally adjusted unemployment has also increased over the last year. The following graph summarizes historical unemployment rates in Utah and the nation.



Utah's employment situation was severely impacted by the recession. Signs of recovery began to emerge in 2010 - consecutive monthly declines halted and the rate of

increase in the unemployment rate slowed - but the average annual employment level for the year was an estimated 8,700 lower than in 2009 (the loss was 63,800 between 2008 and 2009). The unemployment rate rose to 7.5%, just under 2.0% lower than the national rate, but still the highest unemployment rate in Utah in more than 25 years.

By the end of 2010, most industries had passed their low points and began to show employment growth. Those industries posting measurable gains in average annual employment between 2009 and 2010 were professional, business services, education, and health services. Following a decline of 3.6% between 2008 and 2009, total nonfarm wages increased 0.5% between 2009 and 2010 to $45.5 billion.

The state's unemployment rate is up from 4.3% in December 2008 to 7.5% in December 2010, while the national rate rose from 7.2% to 9.4% during the same period. Utah remained unchanged while the national average dropped from 9.8% over the last month. The national average has fluctuated between 9.4% and 10.2% since October 2009. Utah has continued a slow upward trend but has consistently remained approximately 2% below the national average.

Job Growth Rate

	December (p) 2010	December 2009	Net Change	Percent Change	November (r) 2010	November 2009	Net Change	Percent Change	December 2009 Unemploy. Rate
Utah	1,205,200	1,189,900	15,300	1.3%	1,205,200	1,187,600	17,600	1.5%	7.5%
United States				0.8%				0.6%	9.4%

(p) Predicted
(r) Revised
Source: Utah Department of Workforce Services

Employment decreased during 2009 by 5.1%. Year over year job growth was up 1.3% by year end 2010. Employment is forecast to increase 1.4% for the year as a whole in 2011, with larger increases as the year progresses.

Construction:

In 2010 the value of permit authorized construction in Utah dropped to $3.1 billion, a decline of 10% from the $3.4 billion of 2009. In inflation adjusted dollars the $3.1 billion in 2010 was the lowest level since 1992. The construction sector is comprised of three subsectors; residential, nonresidential and additions, and alterations and repairs. In 2010 the value of residential construction was $1.6 billion, $900 million for nonresidential construction, and $550 million for addition, alterations and repairs.

The continued decline in construction value in 2010 was led by the contraction in nonresidential construction and multifamily residential construction. The value of nonresidential construction fell by 15%. In contrast, new home construction had the first gain in value since 2005. The value of new home construction increased by nearly 30%, from $1.05 billion in 2009 to $1.35 billion in 2010. The modest recovery in 2010 for the homebuilding industry suggests that 2009 was likely the bottom for new homebuilding.

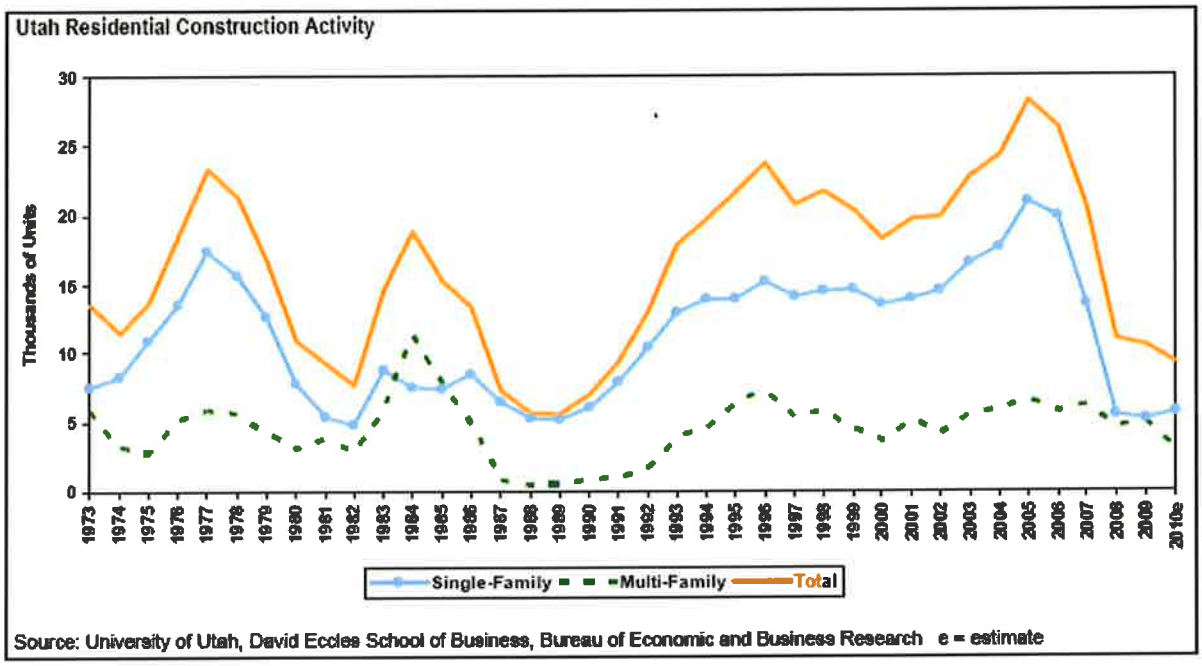
In terms of units, residential activity dropped from 10,488 building permits in 2009 to 9,300 in 2010, the lowest level since 1990. The 11% decline in residential permits was due to the weakness in the multifamily sector. The number of apartments, condominiums, and townhome permits fell from 4,950 units in 2009 to 3,000 units in 2010. In contrast, the number of permits issued for new home construction increased from 5,200 in 2009 to 5,700 in 2010, an increase of 9.3%. The following graphs summarize residential construction history in Utah.

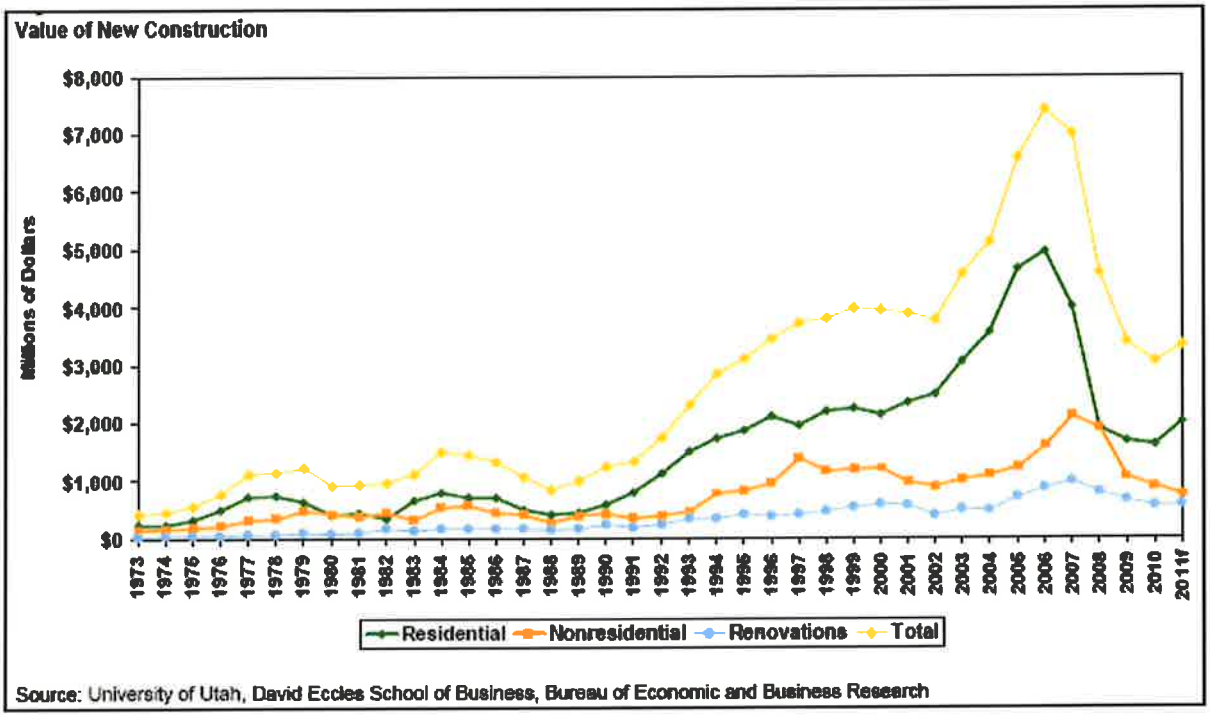
Summary of Construction Activity

Type of Construction	2006	2007	2008	2009	2010e	% Change 2009-2010
Total Construction Value	$7.4 billion	$7.0 billion	$4.6 billion	$3.4 billion	$3.1 billion	-9.7%
Residential Value	$4.95 billion	$4.0 billion	$1.9 billion	$1.7 billion	$1.6 billion	-5.9%
Total Dwelling Units	26,322 units	20,539 units	10,603 units	10,488 units	9,300 units	-11.3%
Single Family Units	19,888 units	13,510 units	5,513 units	5,217 units	5,700 units	9.3%
Multifamily Units	5,658 units	6,290 units	4,544 units	4,951 units	3,000 units	-39.4%
Mobile Homes/Cabins	776 units	739 units	546 units	320 units	600 units	99.0%
Nonresidential Value	$1.6 billion	$2.1 billion	$1.9 billion	$1.1 billion	$900 million	-14.6%
Additions, Alterations and Repairs	$865 million	$980 million	$791 million	$660 million	$553 million	-16.2%

e = estimate

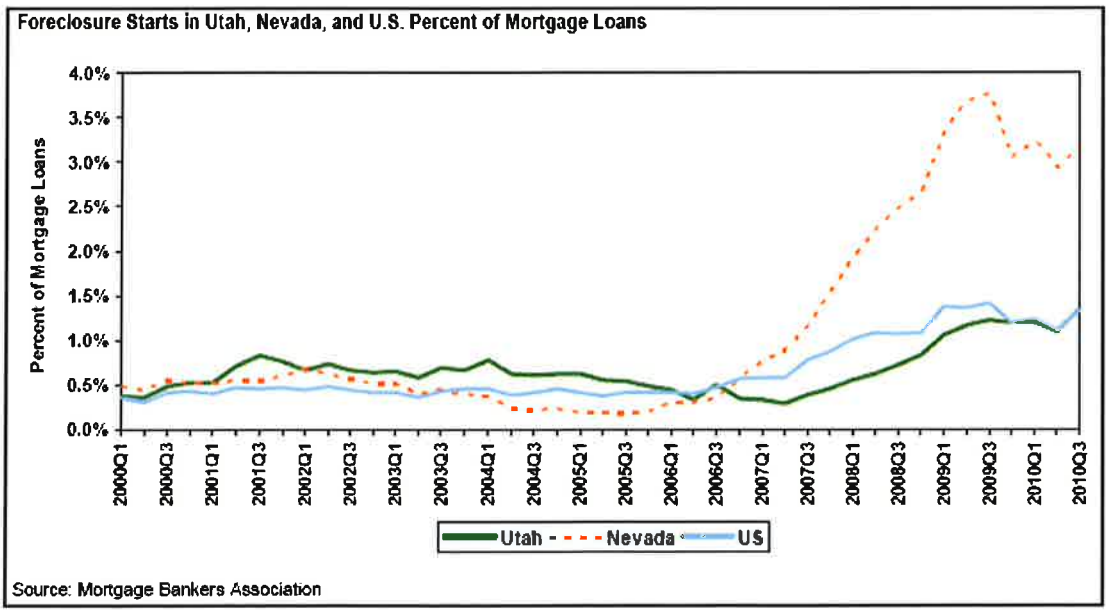
Source: University of Utah, David Eccles School of Business, Bureau of Economic and Business Research


Utah Residential Construction Activity
Thousands of Units
30
25
20
15
10
5
0
1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010e
Single-Family
Multi-Family
Total
Source: University of Utah, David Eccles School of Business, Bureau of Economic and Business Research e = estimate


Value of New Construction
Millions of Dollars
$8,000
$7,000
$6,000
$5,000
$4,000
$3,000
$2,000
$1,000
$0
1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011f
Residential
Nonresidential
Renovations
Total
Source: University of Utah, David Eccles School of Business, Bureau of Economic and Business Research

Residential Market Indicators:

Utah's rate of foreclosure starts increased from 39th in the nation, at 0.33% of mortgages in first quarter 2007, to 14th, at 1.35% in third quarter 2010. The national average increased from 0.59% to 1.34% during the same period. Foreclosure starts are the best measure of current consumer credit quality, while total foreclosures, which include starts as well as loans in the process of being foreclosed, indicate how fast foreclosures proceed after being started. Utah's total foreclosure rate during third quarter 2010 was 3.23% compared to a U.S. rate of 4.39%. Considering that the rate of total foreclosures was 36% higher for the U.S. suggests the backlog of foreclosures in Utah is relatively small compared to the nation as a whole. Nevada has ranked first in foreclosure starts since fourth quarter 2007. Third quarter 2010 rate was 3.17%, more than twice the nation. Housing peaked about a year earlier across the U.S., so Utah's foreclosure start rate lagged the nations. Throughout 2010, however, the rate of foreclosure starts in Utah has been close to the U.S. with 22,000 homes in some stage of foreclosure during October 2010, and 3,600 starts. It appears construction of new homes will continue to be dampened for most of 2011 and possibly part of 2012. From a peak near 30,000 in 2005, building permits have progressively declined to 9,300 in 2010.



Distressed property sales will continue to weigh on home prices as well as home sales and home building. Utah has the same home price measures as the nation—the Federal Housing Finance Agency (FHFA) reports prices for Utah, and the National Association of Realtors (NAR) reports prices for the Salt Lake metropolitan area. Case-Shiller has no reporting in Utah. In addition, the Utah Association of Realtors (UAR) has historically reported average selling prices, but changed their reporting method to median prices beginning the second quarter of 2010. NAR and UAR measures have declined 10% to 15% since the peak in third quarter of 2007, while FHFA has declined over 20%. Prices stabilized during 2010, but they have been drifting down by each measure.

Summary:

The following grid summarizes the pertinent demographic and economic factors and national rankings of Utah during 2010.

Rankings

Demographic	State Rank	Value	Year
Population Growth Rate	3rd	23.8%	2000-2010
Fertility Rate	1st	2.47	2005
Life Expectancy	3rd	78.7 years	2000
Median Age	1st	28.8 years	2009
Household Size	1st	3.14 persons	2009
Social Indicators			
Poverty Rate	3rd	9.0%	2007-2009
Educational Attainment	8th	90.4% of persons 25+ w/ high school degree	2009

Economic	State Rank	Value	Year
Rate of Job Growth	34th	-0.4%	Nov. 2010
Unemployment Rate	16th	7.5%	Nov. 2010
Urban Status	9th	88.3%	2000
Median Household Income	9th	$58,491	2009
Average Annual Pay	36th	$41,275	Q3 2010
Per Capita Personal Income	50th	$31,612	2009

Notes: 1. Rankings are based on the most current national data available for all states, and may differ from other data.
2. Rank is most favorable to least favorable.

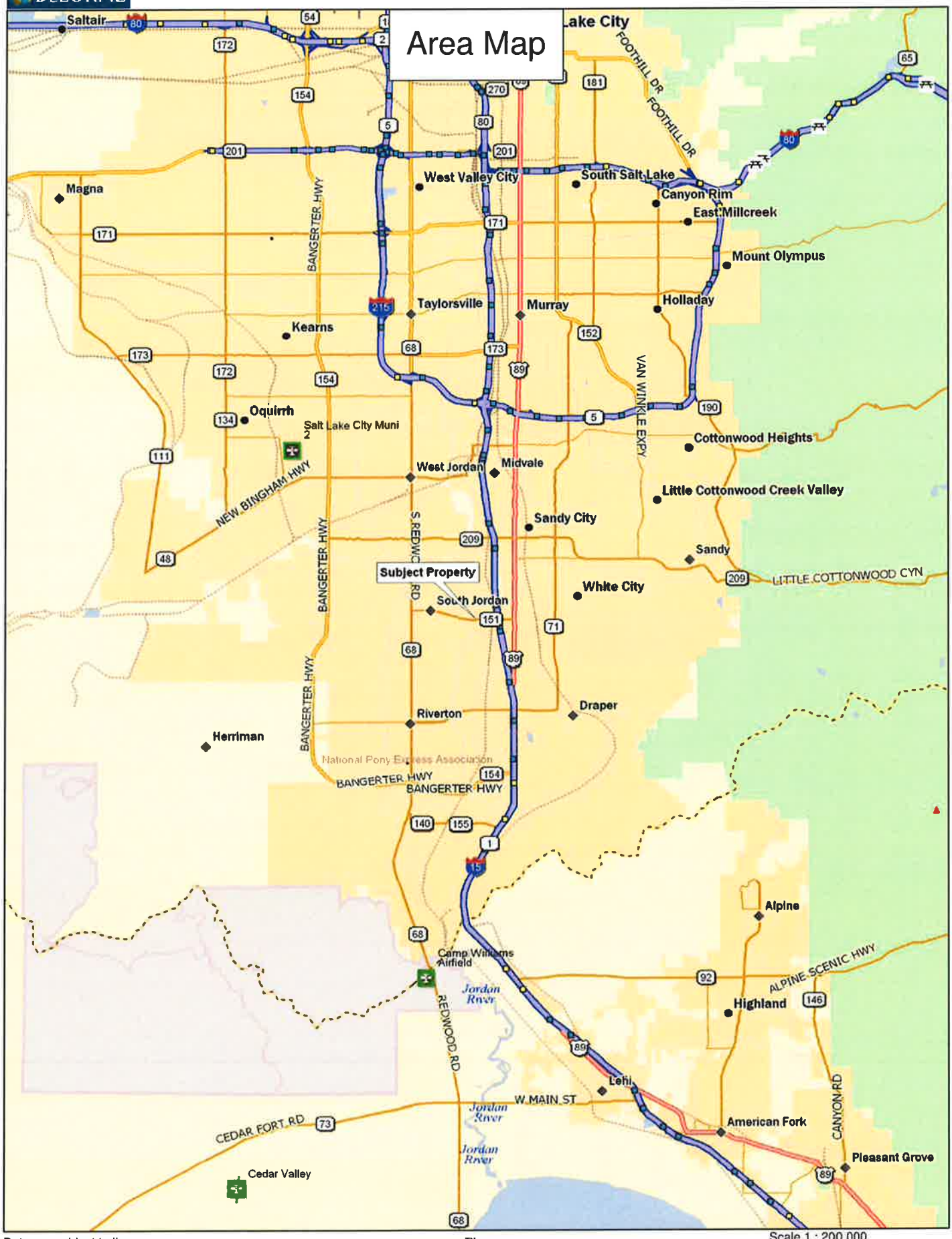
Governor's Office of Planning and Budget January 2011 www.governor.utah.gov/dea
January 19, 2011

In summary, Utah's population growth rate was 3rd in the nation, while the rate of job growth at -0.4% ranked 34th in the nation as of November 2010. The overall unemployment rate of 7.5% as of December 2010 was 16th in the nation, and median household income at $58,491 was 9th in the nation.

Outlook:

According to the *2011 Economic Outlook*, economic growth in Utah is expected to accelerate during 2011. Employment is forecast to increase 1.4% for the year as a whole, with larger increases as the year progresses. Construction employment is forecast to increase 2.8%, the first year of growth following three years of contraction. Housing permits are forecast to move up slightly from historic lows. As the overall unemployment rate declines to 7.1%, the improving labor market will support increased consumer spending and a broad based recovery.

Area Map



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TN
MN (12.1°E)

Scale 1 : 200,000
1" = 3.16 mi
Data Zoom 10-0

Neighborhood Description

Proximity

The subject is on the north side of 10600 South at approximately 692 West within the jurisdiction of South Jordan City. West Jordan borders South Jordan to the north, with Sandy and Draper to the east, Riverton and Herriman to the south and the Oquirrh Mountains and Tooele County to the west. South Jordan is ±15 miles driving distance south of the Central Business District (CBD) of Salt Lake City.

Jurisdiction

The neighborhood is within the jurisdiction of South Jordan, Salt Lake County and the surrounding cities previously named. The city and county within the neighborhood provide all major services and control development within their respective borders.

Neighborhood History

South Jordan was settled in 1859 by Mormon pioneers and incorporated as a town in 1935. In 1960, the population was 1,354, and by 1970 the population had more than doubled to 2,942. Housing gradually started to replace farmland as the population once again more than doubled by 1980 to 7,492 and nearly doubled by 1990 to 13,106. South Jordan's exponential growth since the early 1970s has brought both challenges and opportunities to the area. The current population is estimated to be 53,391. (Source: http://www.southjordancity.org/history.asp)

Boundaries and Accessibility

Boundaries of the neighborhood are generally defined by the existing city limits of South Jordan City and the surrounding communities previously named within the south quadrant of the Salt Lake Valley.

Access to the neighborhood is facilitated by I-15, Redwood Road, Bangerter Highway, South Jordan Parkway (10600 - 10400 South), 11400 South and 12300 South. All roads are publicly maintained; either asphalt or concrete paved, and are kept in good condition. Overall, the accessibility of the neighborhood is rated as average.

Adjacent Properties

Adjacent properties are generally compatible with the subject as follows:

North	Residential development
South	10600 South/Extensive commercial development along 10600 South/Riverpark Business Park
East	Jordan River and floodplain/Office development/I-15
West	Commercial and office development along 10600 South

Land Use Characteristics

Development within the defined boundaries comprises a mixture of residential, agricultural, commercial, industrial and retail uses. Commercial uses are primarily located along major roadways previously mentioned and interstate/interchange frontage. Residential uses are interspersed throughout the subject neighborhood, primarily along secondary transportation routes. Residential developments comprise of single-family, moderate, and high density multi-family uses. Multi-family use includes townhomes, condominium and apartment development. Agricultural uses are primarily located near the peripheries of development.

The immediate subject neighborhood is close to the west of I-15. 10600 South is a major commercial corridor in the area and experiences traffic counts of 28,770 cars per day on 10600 South near the subject as per a 2009 UDOT traffic study. Riverpark is a large business and office park that is adjacent south of the subject along 10600 South and is extensively developed with banks, restaurants, retail establishments and multi-story Class "A" office buildings. Riverpark has been under development for about a decade and is mostly developed. Additional office development is focused to the east

along the I-15 frontage road and interspersed along 10600 South. There are adequate tracts of vacant land available for development in the area. Land that has traditionally been vacant has gradually been converting to residential and other uses during the last decade. Overall, the immediate neighborhood is approximately 70 to 75% developed.

Influences

Due to a prolonged period of declining market conditions, there is an oversupply of vacant residential lots ready for vertical development available in the immediate area. Commercial development has also declined, but the commercial market in general have fared better in comparison to the residential market. No other significant detrimental neighborhood influences were noted. Additional growth is dependent upon future demand, economic conditions and available development land.

Conclusion

The subject is located on a major commercial corridor in South Jordan City and is surrounded on the east, west and south with commercial, office and retail development. Development northerly is primarily residential. The subject neighborhood has received increasing commercial development pressure throughout the 2000's, particularly during the first part of the decade. Commercial growth and development has slowed during the last three years due to economic factors, but moderate demand is still apparent. Both 10600 South and Redwood Road are major commercial corridors in the area. Supporting development is located in relatively close proximity and complimentary to the intended use of the site. The subject is along a major commercial corridor near a major I-15 interchange and surrounding commercial/office development is generally of recent construction. The immediate area is serviced by necessary commercial and retail facilities and linkages are rated as good.

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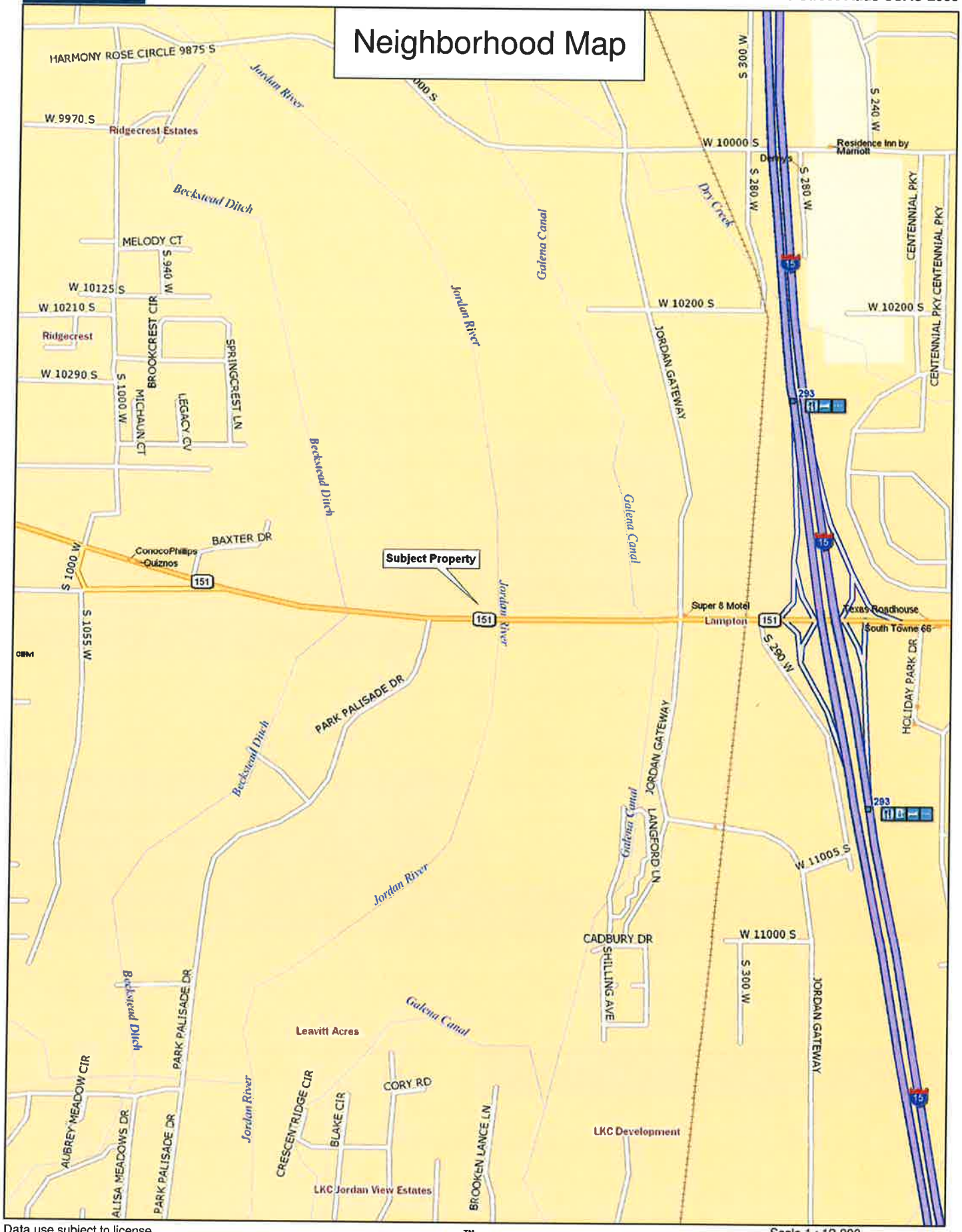
Neighborhood Map



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TN

MN (12.1°E)

Scale 1 : 12,800

1" = 1,066.7 ft

Data Zoom 14-0

Site Description

The subject parcel currently totals ±65.32 acres and constitutes one large parcel (27-14-276-027), under the taxing jurisdiction of Salt Lake County. The general land description and summary are to follow. Review of an A.L.T.A. Survey of the subject property is recommended.

Site Description Summary

Location:	692 West 10600 South Street, South Jordan, Utah		
Shape:	Irregular (overall)	Excess Area:	None
Site Size:	±65.32 acres or ±2,845,339 square feet	Topography:	Moderately sloping to mostly level; flood zone issues
Usable Area:	±65.32 acres or ±2,845,339 square feet	Zoning:	CC (Commercial) and A-5 (Agricultural)

Site Information	Excellent	Good	Average	Fair	Poor
Access			√		
Drainage			√		
Function/Utility			√		
Landscaping			√		
Shape				√	
View			√		
Street Frontage		√			
Traffic Pattern		√			
Traffic Volume		√			
Utilities (adequacy of)			√		

Site Information	Yes	No
Alley		√
Curb & Gutters	√	
Electric	√	
Gas	√	
Lighting	√	
Sewer	√	
Sidewalks	√	
Storm/Drain	√	
Street	√	
Water	√	
Telephone	√	

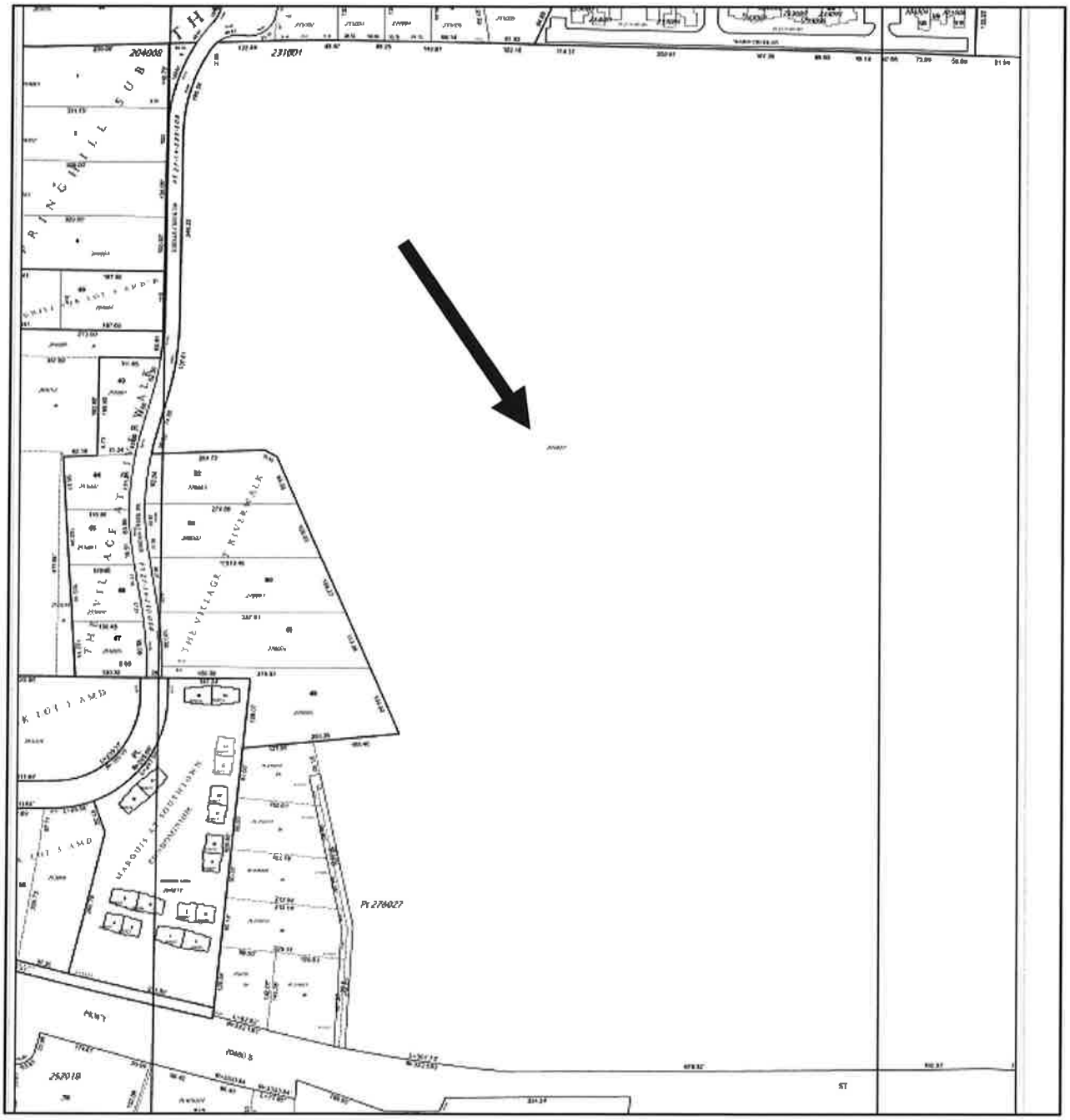
Site Information	Yes	No
Corner Lot		√
Underground Utilities		√
Earthquake Zone		√
Assume Adequate Soils	√	
Development Limitations		√
Environmental Issues		√
Easements/Restrictions	√	

Flood Plain Information	
Map No:	49035C0441G
Zone Code:	Zone X, AE and X[1] (see description below)
Date:	September 25, 2009

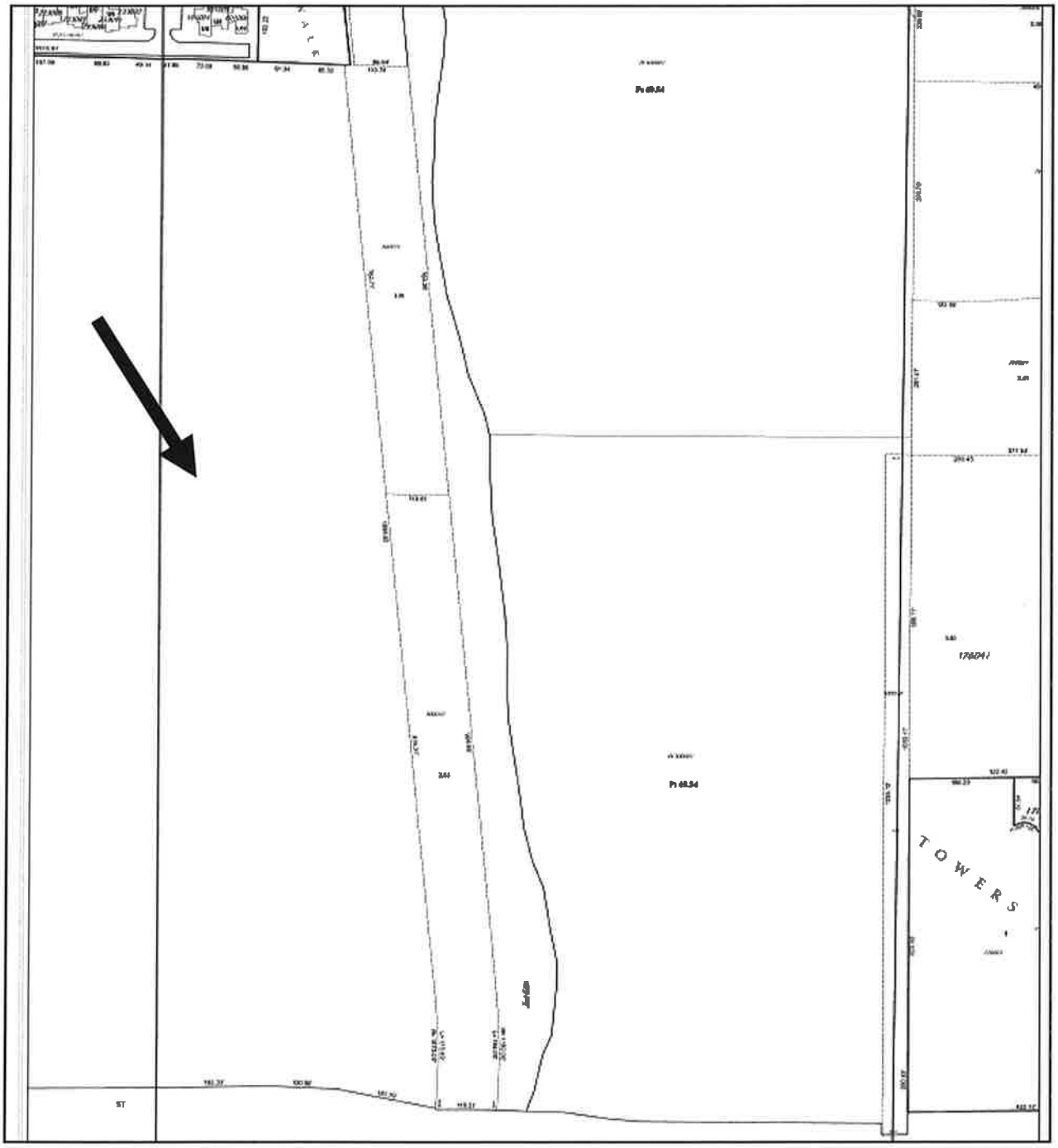
[1] FEMA defines Zones Zone X, AE and X as follows: Zone X - "Areas outside the 500-year flood"; Zone X - "1% annual chance flood hazard"; Zone AE = "0.2% annual chance flood hazard.

Aerial Parcel Map

Plat Map - Page One



Plat Map - Page Two (East Side)



General Site Data

Land Area

Parcel Number(s)	27-14-276-027
Land Size	±65.32 acres, or ±2,845,339 square feet

Street Orientation On the north side of 10600 South at approximately 692 West.

Access Adequate access via 10600 South is assumed in this analysis.

Configuration Irregular (overall)

Topography Moderately sloping to mostly level. Please note that are several ponds associated with the golf course within the subject property. The ponds are part of an active irrigation line that eventually drains into the Jordan River. Considering future development options, the ponds would have utility as a landscaping amenity and would also count towards density, open space and lot size requirements. South Jordan City officials report that they have the ability to re-route the irrigation line at a point outside the subject to the south if necessary, and state that the ponds could be filled in relatively easily. As the area occupied by the ponds has apparent site utility and could be filled and developed, the land area within the ponds is included in the useable land estimation contained herein.

Drainage Natural drainage is northerly.

Soil Soil studies have not been made available to the appraiser. Soil stability is assumed to be adequate for slab on grade construction. Review of a geo-technical investigation prepared by a qualified engineer/firm is recommended.

Wetland Areas A GIS aerial overlay and wetland study indicating the existence of wetlands was not provided. Given the close proximity to the Jordan River on the east border, it is reasonable to question the existence of wetlands. Determination of wetlands is beyond my area of expertise, and this analysis is based on the extraordinary assumption that there are no wetland areas contained within the subject. Review of a wetlands investigation by a qualified firm is recommended.

Street Improvements 10600 South is a four-lane (two lanes for each direction of travel) asphalt paved street with curb, gutter, and sidewalk directly in front of the subject. There is a center turn lane, with center divider near the intersection of Riverpark Drive and 10600 South.

Traffic Counts Average Annual Daily Traffic (AADT) counts for 10600 South are 28,770 cars per day on 10600 South near the subject per a 2009 UDOT traffic study.

Utilities Utilities are provided to the immediate subject area and/or site, and are adequate to support development. An aerial overlay map provided by the client and included at the end of the Site Description section of the report does indicate numerous utility lines along the perimeter of the property, including water, sewer, electrical and storm drain corridors. The following entities provide the respective utilities to the area.

Culinary Water	Municipal
Sanitary Sewer	Municipal
Natural Gas	Questar Gas
Electrical Power	Rocky Mountain Power
Telephone	Qwest Communications

Abutting Right-of-Way 10600 South (south border); Baxter Drive (northwest border) and Warm Creek Bay Road (northeast corner)

Easements, Restrictions and Encroachments

A title report, showing the existence of specific easements, restrictions and/or encumbrance was not provided. No unusual easements, restrictions, and/or encroachments are indicated in the legal descriptions for the site. No unusual encumbrances were noted during the inspection. This analysis is based on the extraordinary assumption that typical public utility, street, and drainage easements and/or any other undisclosed easements and/or rights-of-way would not adversely impact the development potential of the subject.

With regard to the assumed public street, drainage, and/or public utility easements, without an A.L.T.A Survey, and/or legal descriptions describing the precise boundaries of these various easements, this analysis, and the value conclusion contained herein, assumes that the subject is held in fee simple ownership by the indicated owner of record. Review of an A.L.T.A survey, and/or complete title report specific to the subject property is recommended.

Special Hazards

Environmental

There is no evidence of environmental problems associated with the subject. A Phase I Environmental Site Assessment has not been provided. Therefore, this analysis is based on the extraordinary assumption that there are no significant adverse environmental hazards and/or contamination on the premises. The appraiser is not an expert in environmental issues and an environment assessment is highly recommended.

Earthquake Zone

The subject is located in a very low liquefaction potential zone. This is a typical classification for properties located in southwestern portions of Salt Lake County.

Flood Zone

Zone Zone X, AE and X; Community Panel #49035C0441G; dated September 25, 2009. The definition of the various flood zones as per FEMA is included below, followed by the flood plain map.

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

ZONE A	No base flood elevations determined.
ZONE AE	Base flood elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood event.
ZONE A99	Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no base flood elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

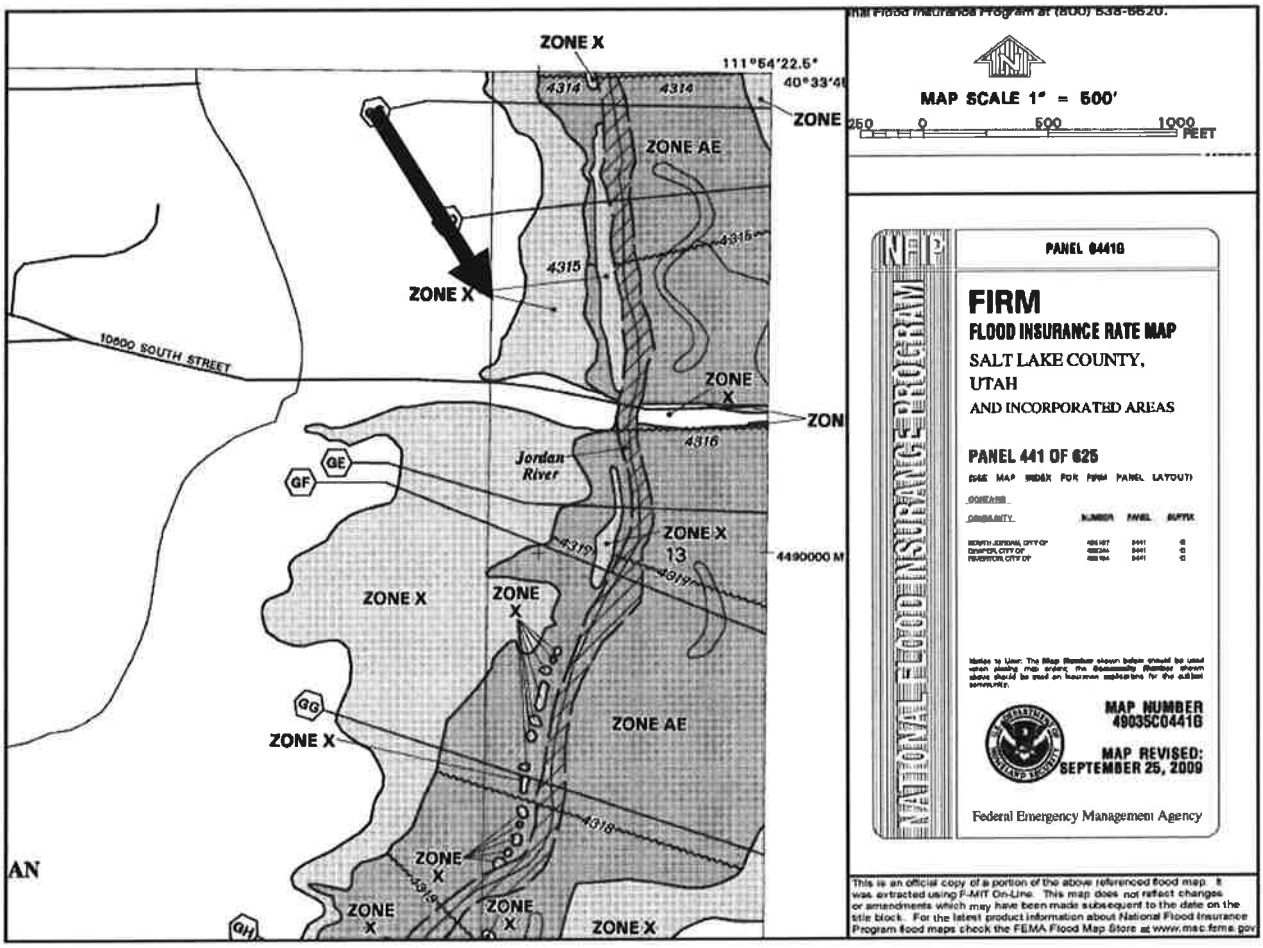
OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.

Flood Map


ZONE X
111°54'22.5"
4314
4314
ZONE AE
4315
ZONE X
10600 SOUTH STREET
ZONE X
4316
Jordan River
GE
GF
ZONE X
13
4490000 M
ZONE X
ZONE X
ZONE AE
GG
ZONE X
4318
ZONE X
ZONE X
ZONE X
ZONE X
AN
GH
MAP SCALE 1" = 500'
250 0 500 1000 FEET
PANEL 0441G
NFIP
NATIONAL FLOOD INSURANCE PROGRAM
FIRM
FLOOD INSURANCE RATE MAP
SALT LAKE COUNTY,
UTAH
AND INCORPORATED AREAS
PANEL 441 OF 625
MAP NUMBER
49035C0441G
MAP REVISED:
SEPTEMBER 25, 2009
Federal Emergency Management Agency
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

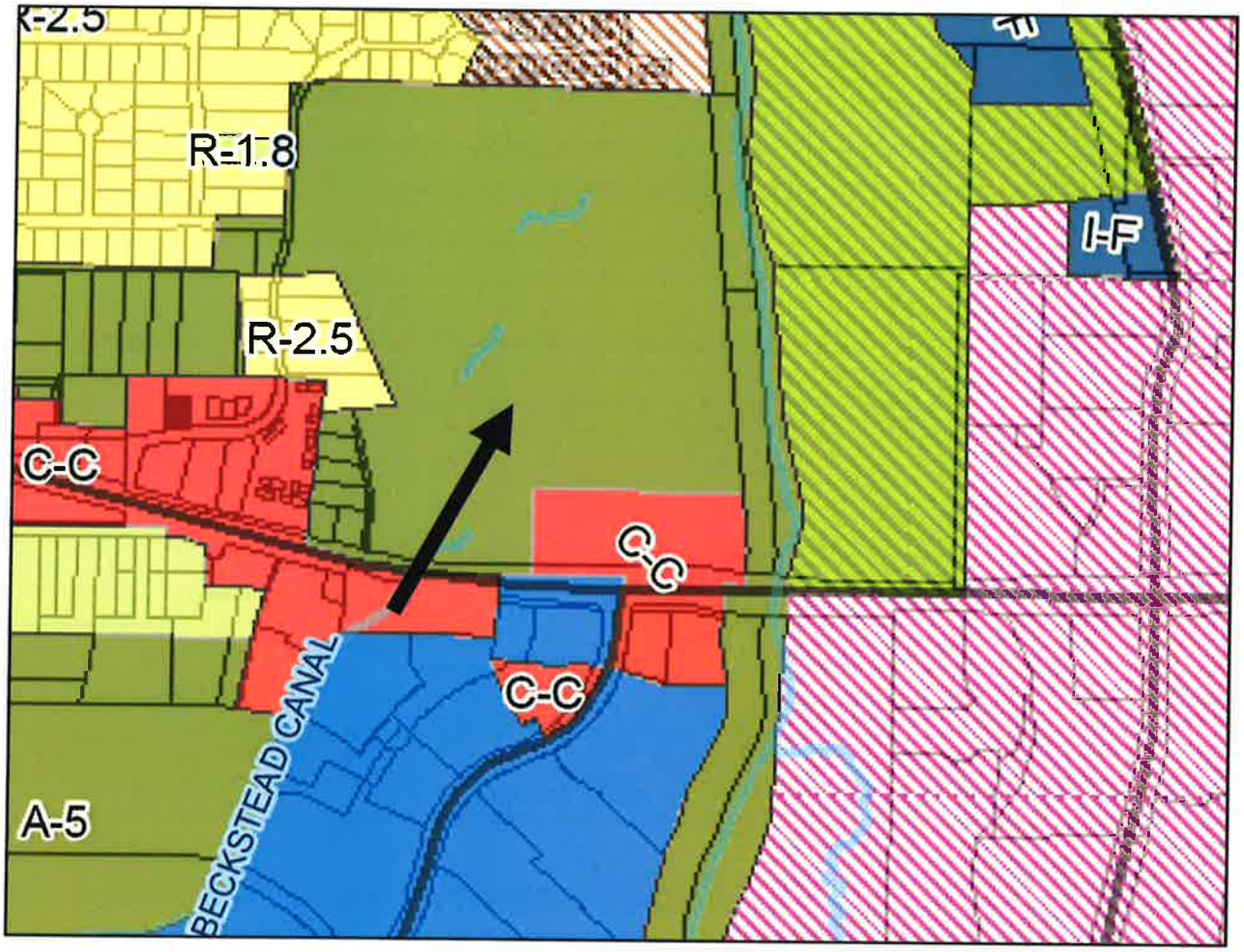
Flood Zone

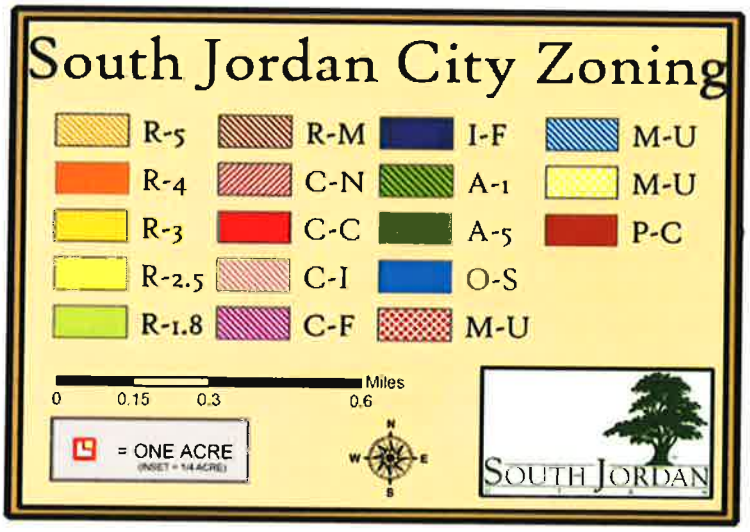
Due to the close proximity to the Jordan River, approximately 25 percent of the larger parcel appears to be within a flood plain. As is evidenced by construction throughout the Salt Lake Valley in other flood zone areas, the market does not perceive flood zones as a major detriment, and the location of land within the 100 year flood zone does not necessarily preclude development. As an example, the maintenance shed is within the flood plain and other commercial and office developments are within the flood plain to the south within Riverpark. However, an above average amount of earthwork will be necessary within the eastern portion to either create border berms and/or raise the base elevation several feet in this area. This will be accounted for in the "topography" area of adjustment in the valuation section to follow.

Zoning

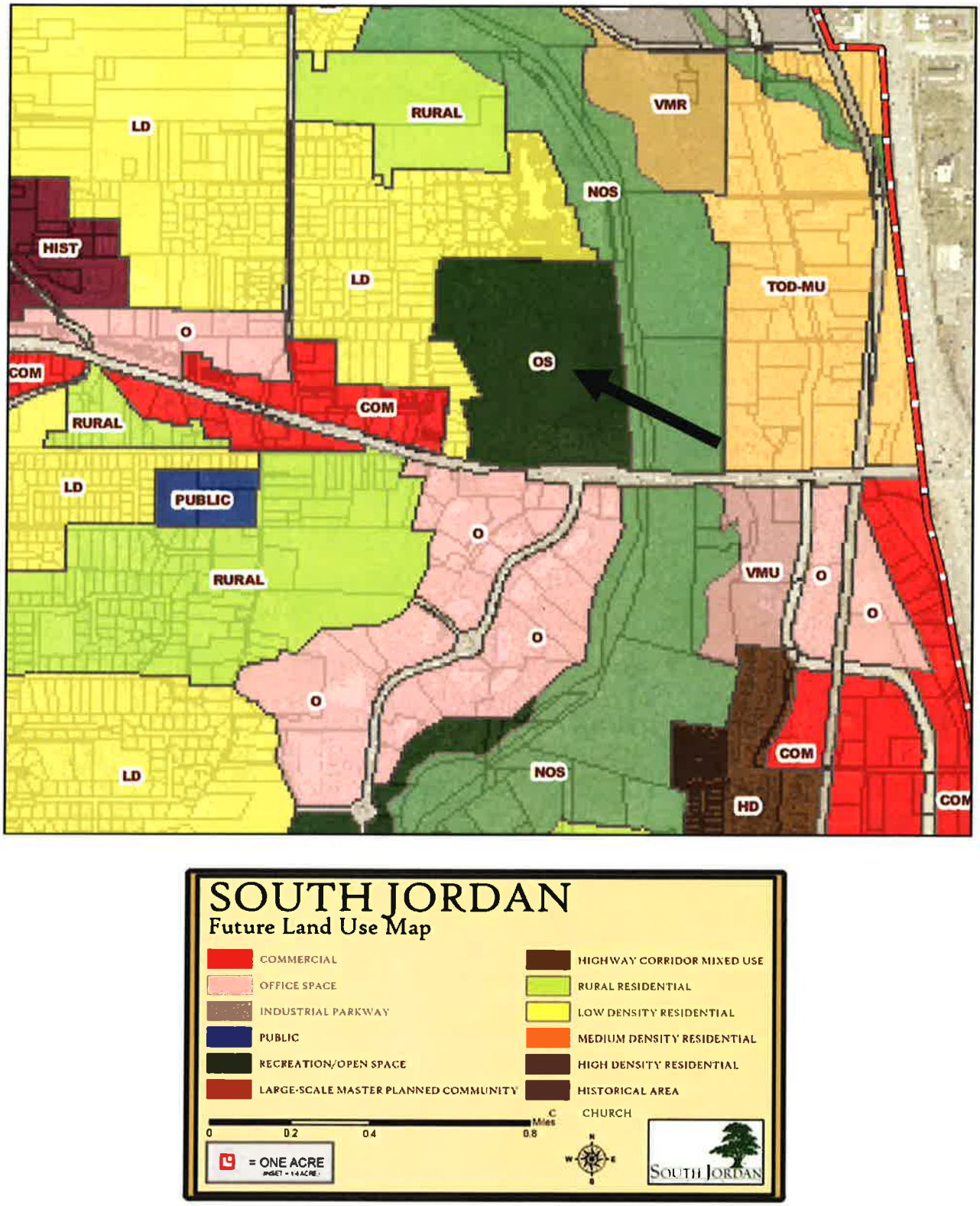
The subject is zoned CC (Commercial) and A-5 (Agricultural) under the jurisdiction of South Jordan City. The CC zoned area is in the southeastern corner and the majority of the site is currently within the A-5 zone. The CC zone is a Community Commercial zone that allows for a wide variety of retail and other commercial development. The A-5 zone is an agricultural zone that allows for a variety of agricultural uses, as well as single-family residential development with a minimum lot size of 5 acres. The master plan is OS for Recreation and Open Space uses.

Zoning Map


R-2.5
R-1.8
R-2.5
C-C
C-C
C-C
I-F
A-5
BECKSTEAD CANAL


South Jordan City Zoning
R-5
R-4
R-3
R-2.5
R-1.8
R-M
C-N
C-C
C-I
C-F
I-F
A-1
A-5
O-S
M-U
M-U
M-U
P-C
Miles
0
0.15
0.3
0.6
= ONE ACRE
SOUTH JORDAN

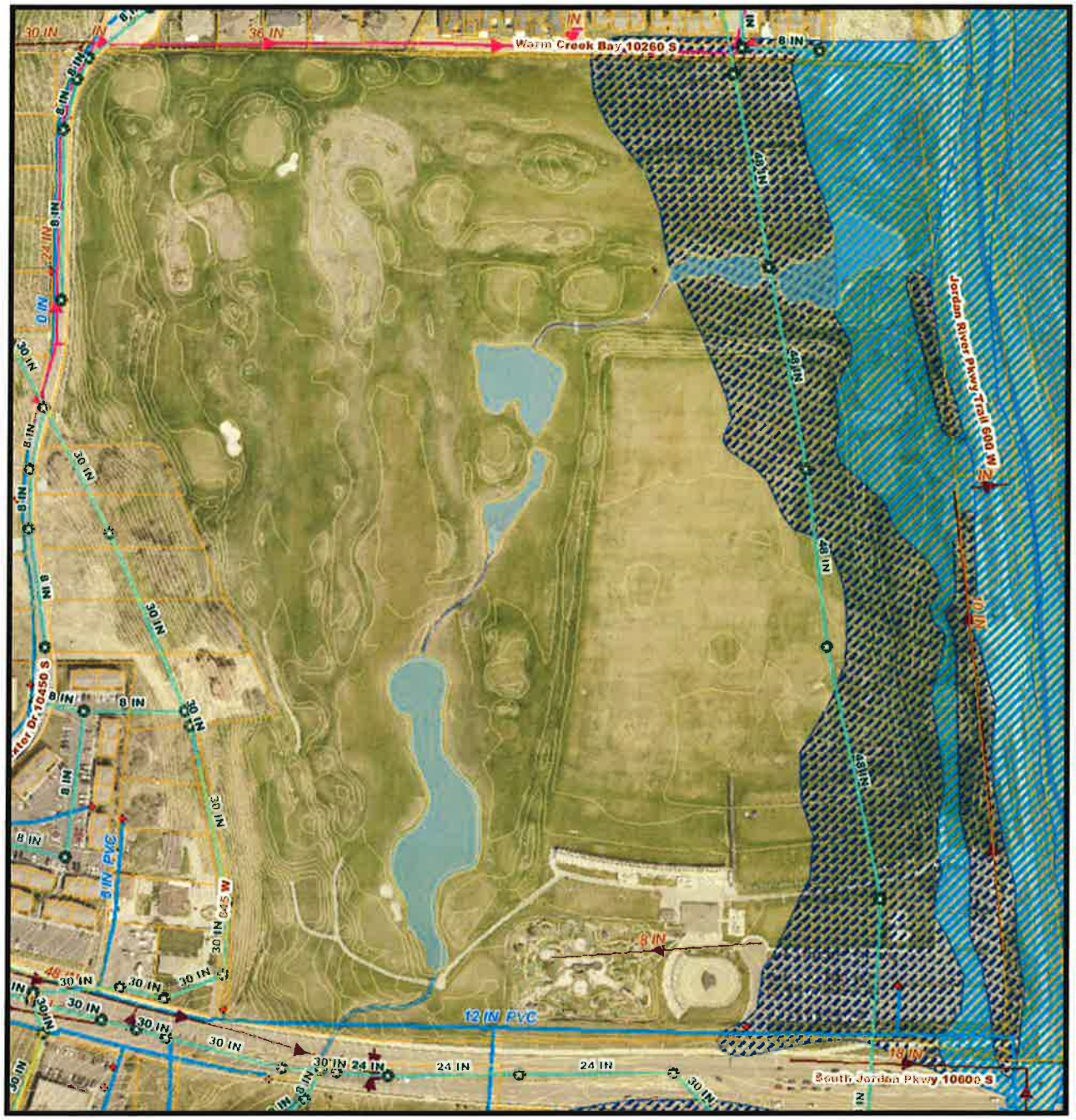
General Plan Map



Site Utility

The subject parcel represents a large sized, irregular (overall) shaped parcel with access from 10600 South. The site topography is moderately sloping to mostly level. The utilities are adequate for development. Overall, utility of the site is rated average. The client provided a site map showing the location of utilities and flood zone areas within the subject that is included below.

Site Map


Warm Creek Bay 10260 S
Jordan River Pkwy Trail 600 W
South Jordan Pkwy 10600 S
12 IN PVC
8 IN PVC
48 IN
30 IN
24 IN
18 IN
8 IN

Improvement Description

The subject is currently occupied by Mulligans, which includes a 9-hole par 3 course, a 9-hole "executive" golf course, batting cages, miniature golf course and driving range. As part of the entertainment operations, the site is improved with a clubhouse, concrete driving range structure and metal maintenance shed. According to the Salt Lake County Assessor's Office, the clubhouse was built in 1992 and contains ±1,817 square feet. The clubhouse is of Class "C" masonry construction and is in average condition. The maintenance shed is of Class "S" metal construction and was built in 2001 and contains 4,380 square feet. The maintenance shed is also in average condition.

The improvements have adequate remaining economic life but are specific to the golf and entertainment utilization of the site and represent a special use that is atypical for the market. All of the improvements are oriented within the south portion of the larger parcel that is currently zoned CC and occupies the likely commercial frontage. As will be outlined in the highest and best use section, the structures are not consistent with the highest and best use as vacant and any future buyers/users of the subject would likely not attribute any value to the special use structures and would demolish the improvements pursuant to more intensive commercial development of the site. The concluded highest and best use as improved is for interim special use (golf and entertainment) purposes until market conditions improve to warrant demolition of the improvements and development to the concluded highest and best use as vacant.

As there is no apparent contributory value to the existing improvements, a detailed description of the improvements has not been included. Furthermore, the improvements have not been measured and only a cursory interior inspection of the clubhouse was undertaken. An extraordinary assumption is made that the above conclusion is correct and that there is no contributory value to the improvements. If additional information is later provided to the appraiser that would lead to a contrary conclusion, a more detailed analysis of the building improvements will be required.

Highest and Best Use Section

Highest and Best Use

A market value estimate requires a highest and best use analysis of the subject site. The highest and best use analysis determines the basis on which the appraised property is evaluated.

The definition of highest and best use is:

> *The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*[8]

Highest and best use refers to a determined use for the land that develops the highest return over a prolonged period of time. Highest and best use does not necessarily refer to the size of a building, where it is located on the site, or its amenities.

Permitted uses, as designated by zoning or detailed by deed restrictions, are very important. Building and economic trends, location, neighborhood conditions, and maintenance are all important characteristics that should be considered. Zoning is a determinant of use, but it is not necessarily final. Variances may be granted or a zoning may be changed; however, a planned use likely would need to be in accordance with the master plans, trends, and established patterns of development for an area.

The use(s) concluded in the analyses to be highest and best must meet the criteria of being 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive.

Two procedures are typically used to determine a property's highest and best use. The first is an analysis of the site as if it were vacant. The second is an analysis of any existing and/or proposed improvements and their influence upon the site's highest and best use.

8 The Dictionary of Real Estate Appraisal, (Fourth Edition) The Appraisal Institute, Chicago, Illinois, 2002.

Highest and Best Use of the Site (As Vacant)

Physically Possible

The subject is located on the north side of 10600 South at approximately 692 West in South Jordan, Utah. As mentioned, the total area of the site is approximately ±65.32 acres. The subject is irregular (overall) in shape and the topography is moderately sloping to mostly level. The west portion is moderately sloped, but the majority of the center and east portion is level to mostly level. The slopes in the western portion are moderate and are not anticipated to represent a major impediment to future development. However, ±25% of the larger parcel within the eastern portion is within flood zone area related to the Jordan River. While land within the 100 year flood zone can and is still developed, development oftentimes requires an above average degree of site work, such as additional fill to raise the elevation and/or the construction of protective berms or water control corridors. Natural drainage is predominately northerly. Access is from 10600 South. 10600 South is a four-lane (two lanes for each direction of travel) asphalt paved street with curb, gutter, and sidewalk directly in front of the subject. There is a center turn lane, with center divider near the intersection of Riverpark Drive and 10600 South.

The size and shape of the subject, with approximately ±65.32 acres, could physically accommodate a variety of developments. Due to the larger size of the subject and considering other physical characteristics of the land, it is concluded that the property could accommodate a variety of improvements and several types of improvements could physically be built on the property.

Legally Permissible

There are generally two areas of concern regarding legally allowable improvements to a property. The first is associated with title or deed restrictions, which can limit the potential uses of a property. The second is associated with zoning ordinances, which often limit both the type and size of development constructed on a site. No deed restrictions, easements, or rights-of-way are believed to exist that would restrict the

development of the parcel. Potential uses are limited only by permissible and legal uses allowed in the zoning classification for the subject property.

As noted previously, the subject property is under the jurisdiction of South Jordan City and is zoned CC (Commercial) and A-5 (Agricultural). According to Mr. Greg Schindler with the South Jordan City Planning and Zoning office, the CC zone encompasses the buildings only and extends northerly from 10600 South for ±300 feet. The remainder is within the A-5 zone. Mr. Schindler also confirmed that the master plan zoning designation for the entire parcel is OS for Recreation and Open Space, although he did state that rezoning to commercial and/or office uses is a possibility.

Financial Feasibility

A financially feasible use must be one that can provide the highest return on an improvement over a prolonged period of time. The use will be constrained by zone restrictions and the physical characteristics of the land. Also considered are current economic trends, neighborhood influences, and existing supply/demand characteristics, as they pertain to real estate.

Location has a significant impact on the potential uses that are financially feasible. These include the issues of access and exposure, other developments in the neighborhood, and the site's proximity to major services. Also, surrounding complementary development can have a positive affect on land values. The subject consists of an atypically large parcel of land on the north side of 10600 South. The subject is close to the I-15/10600 South interchange and has ±1,481 linear frontage feet on 10600 South, which is a major commercial corridor in the area.

Extensive commercial development exists along 10600 South as well as the intersections of 10400 South and Redwood Road to the west. Numerous retail and commercial development are located along 10600 South. Riverpark is a large business and office park that is adjacent south of the subject along 10600 South and is extensively developed with banks, restaurants, retail establishments and multi-story

Class "A" office buildings. The land within Riverpark has been mostly absorbed. Additional office development is focused to the east along the I-15 frontage road and interspersed along 10600 South.

Given the high traffic, superior linkages, and mainly commercial/office surrounding development, the most financially feasible use would be for commercial development, which would include both retail and office development, similar to the Riverpark development adjacent to the south.

Maximally Productive Use and Conclusion (As Vacant)

After considering the location, zoning, and physical characteristics of the subject site, it is concluded that the highest and best use of the subject property land as vacant is for mixed use retail and/or office development. Due to the larger size, subdivision of the larger parcel into smaller commercial lots and/or phased development is most probable.

It is acknowledged that future development options for the subject are numerous and could include multi-family, municipal, big box retail and other uses. As the master plan zoning designation remains for Recreation and Open Space uses, reliance is made on market information and norms, which suggests that the most probable future development for the subject as vacant would be for retail along the 10600 South frontage, and office development for the remaining rear portion. This is similar to what has occurred in Riverpark to the south and is generally in conformance with surrounding development.

The CC zoned portion of the subject currently extends ±300 feet northerly from 10600 South into the subject property but does not encompass all the frontage at the current time. In reviewing the current zoning map, this depth appears consistent with both Riverpark to the south and other CC zoned areas along 10600 South, which all appear to have depths that range from ±200 to 400 feet. In considering Riverpark, the front ±200 to 300 feet along 10600 South is zoned CC, with the remainder with the OS

(Office Space) zone. Thus, the ±10.20 acres (1,481 feet x 300 feet) along the south border fronting to 10600 South will be appraised using commercial/retail land comparables, while the remaining ±55.12 acres will be appraised using office and/or business park comparable sales.

As of the date of the inspection, the majority of the subject property is within the A-5 (Agricultural) zone, and the entire parcel is master planned OS for recreation and open space uses. South Jordan City officials report that it is the City's long range intent to eventually do an office park and/or commercial development on the subject, similar to Riverpark which is adjacent south on the south side of 10600 South Street. While this use is generally in-line with the Highest and Best use analysis, the long range master plan does not reflect office and/or commercial master plan designations within the subject. Reliance must be made on typical market norms and special consideration cannot be given to the fact that the City owns the subject, and could therefore implement a zoning change more effectively. Major zoning changes on large tracts of land often involve open public meetings, lengthy approval processes and are not guaranteed.

Therefore, this appraisal and the concluded market values contained herein are based on the extraordinary assumption that a reasonable possibility exists that the subject could be rezoned to CC (commercial) uses along the frontage with 10600 South, and Office Space or other similar uses on the remaining rear portion. This zoning change would be in conformance with surrounding development and reflective of the high traffic counts and superior nearby linkages and the commercial corridor nature of 10600 South roadway. If a zoning change from agricultural/open space to more intensive commercial uses were unable to occur for any reason, it would have a significant impact on the value conclusion(s) contained herein.

Highest and Best Use of the Site (As Improved)

The subject is improved with a clubhouse, maintenance shed, driving range structure and various secondary improvements (batting cages, mini golf, etc.) related to the special use/entertainment nature of Mulligan's. Golf courses are considered special use properties that are atypical for the market and are rarely sold. No golf course sales are currently available from public data sources. The assessed value of the improvements as per County records is $1,437,100. As will be shown in the Sales Comparison approach to follow, the value of the underlying land for redevelopment purposes substantially surpasses the potential market value of the buildings considering continued special use purposes. Additionally, the improvements occupy the probable CC zone area within the advantageous frontage along 10600 South. Given the location of the improvements and special use nature, the improvements would most likely be attributed no value by potential buyers and would be demolished prior to commercial/office redevelopment of the site. Based on available cost information, the demolition cost of the existing structures could range from $40,000 to as much as $100,000 or possibly more.

Typically, buyers would estimate and consider demolition costs for existing structures and would discount the purchase price accordingly. Estimated costs to demolish and/or remove the structures would usually be considered and deducted from the market value conclusion herein. However, market conditions along the Wasatch Front are currently below average, and all commercial submarkets have experienced increased vacancy rates, decreasing lease rates, reduced purchase activity and substantially reduced construction.

While the superior location, visibility/exposure and surrounding development associated with the subject does suggest that the timing for development could be near future, it is also probable that an interim period of 1 to 3 years might be necessary for a buyer/developer to obtain the necessary approvals, permits, engineering and zoning changes in order to accommodate development. The improvements could generate

additional rental and/or business income during this interim period, which would more than offset demolition costs. As such, no deductions are made herein for the anticipated cost of demolishing the improvements.

Thus the concluded highest and best use as improved is for interim special use (golf and entertainment) purposes until market conditions improve to warrant demolition of the improvements and development to the concluded highest and best use as vacant.

Valuation Section

Sales Comparison Approach

The market value estimate of the appraised property is based on the traditional approach to land value, namely the Sales Comparison Approach. The Sales Comparison method of valuation is completed to provide an estimate of the property's market value through a comparative analysis of land sales. The areas typically analyzed for adjustment include property rights transferred, the financing terms used in each sale, any special conditions or restrictions of the sale, changing market conditions that result in an increase or decrease in value over time, location features, physical characteristics, and zoning restrictions. The unit of comparison is price per square foot.

An extensive market data search and investigation is therefore made concerning recent land sales having development potential similar to the subject. As was outlined in the Highest and Best Use section of the report, the most probable development would be for retail/commercial uses along the 10600 South frontage, with office and/or business park uses on the remainder. Thus, two comparable sets are used. Retail and commercial land sales are used for the ±10.20 acres along the south border occupying the primary frontage with 10600 South. Office and/or business park comparables are used to estimate the market value of the remaining ±55.12 acres within the center/north portion of the site.

The ±10.20 acre commercial area is considered first. The following table is a summary of the land sales used in this report. The sales used in the analysis are believed to represent the most recent comparable data available. As this is a summary report, additional information concerning the comparable sales is retained in the appraiser's work file.

Comparable Land Sales - Commercial					
ID	**1**	**2**	**3**	**4**	**5**
Address	7080 S. 700 W.	1350 W. 10400 S.	9760 S. State St.	4003 S. West Temple	±11100 South Jordan Gateway
City/Utah	Midvale	South Jordan	Sandy	SLC	South Jordan
Parcel #	21-26-226-007	27-14-180-003	27-12-282-108 & 281-079	15-36-477-005 & -035	27-24-201-001;-014;-016 & -020
Land Size (Ac)	10.39	4.78	3.55	4.18	14.62
Land Size (SF)	452,588	208,217	154,638	182,081	636,847
Shape	Irregular	Irregular	Mostly rectangular	Mostly rectangular	Rectangular
Street Orientation	Corner lot	Corner	Corner	Interior	Corner
Topography	Level	Level	Level	Level	Level
Utilities	All available	All available	All available	All available	All available
Zoning	BJO	CC	MU	M-1/MU	CF
Seller	Riverwalk Holdings	Barnes Bank	Workers Compensation Fund	Helen Reese Trust	The Boulevard @ Southtowne, LLC
Buyer	Riverwalk Investment, LLC	Fred Lampropoulos	Albion Village, LLC	Housing Authority of SLCo	TC Enterprise Investments, LC
Date of Sale	September 2009	September 2010	September 2010	June 2010	February 2007
Sales Price	$4,869,718	$1,360,000	$1,894,315	$1,550,000	$7,955,145
Sales Price/SF	$10.76	$6.53	$12.25	$8.51	$12.49

Comments:

Sale #1 is north of the subject and close to the west of the I-15/7200 South interchange within the retail area of Riverwalk at Bingham Junction. The larger ±10.39 acre parcel has since been subdivided into 9 individual retail lots. At least one retail lot has been sold. A 2.15 acre lot sold in January of 2010 for about $10.75 per square foot, indicating continuing depreciation. This site has frontage on 7200 South, 700 West and Bingham Junction Boulevard.

Sale #2 is very close to the west of the subject on South Jordan Parkway and is on the northwest corner of 10400 South and 1300 West. The buyer owns Merritt Medical and purchased the site for speculative holding purposes but may develop it within the next couple years with a retail or office development. The

buyer has demolished the building for a reported cost of $110,000, which has been added into the net sale price above. There is an overhead pedestrian walkway on the property that the verification source reports was not a detriment to the purchase price and may possibly be relocated in the near future by the City. The source reports that the buyer actually liked the existence of the overpass, as it increased pedestrian access and would not impact future development options. This was a foreclosure transaction. Although foreclosures have become more commonplace and are now a major factor in the market, a review of this sale in comparison with other nearby sales does indicate it may have been below market considerations. It was marketed for 55 days before being put under contract.

Sale #3 is in Sandy and is on the west side of State Street and north of Sego Lilly Drive. The seller sold to reduce debt while the buyer purchased it for investment holdings. Although the zoning is for mixed uses, the verification source reports that this portion will most likely be developed with retail establishments.

Sale #4 is a recent (2010) sale that is north of the subject and is close to the 3900 South Trax station near the I-15 corridor. It is within the Millcreek Township and is master planned for Rail Transit mixed uses. Rail Transit is similar to a mixed use zone in that it allows for retail, office and other commercial uses as well as multi-family. West Temple is lightly traveled in front of this parcel, and surrounding development is mainly industrial, although another mixed use development is underway close to the west.

Sale #5 occurred in 2007 at the peak of the market and is somewhat dated. However, it is in very close proximity to the subject in South Jordan and is near the recently developed Wal-Mart and Sam's Club and is surrounded by commercial development. It is used due to the close proximity and similarity in size and location.

DeLorme Street Atlas USA® 2009

Comparable Land Sales - Commercial

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www.delorme.com

TN
MN (12.1°E)

Scale 1 : 100,000
1" = 1.58 mi
Data Zoom 11-0

Analysis and Reconciliation of Land Sales - Commercial Portion

Market evidence and appraiser judgment determined the degree of adjustment made to each sale. The adjustments are largely subjective. However, each adjustment made reflects careful consideration and analysis of various factors. The factors considered in any adjustment include an analysis of paired sales data, when they are available, and information acquired from market participants. Also considered are the costs associated with bringing a site to a developable condition. It is believed that the adjustments made correspond closely with the thinking of market participants and allow for a tighter frame of reference when comparing sales comparables to the subject site. The unit of comparison used for analysis purposes is the price per square foot.

If needed, dollar adjustments were made in the areas of property rights conveyed, conditions of sale, and financing. The resulting value reflects the "normal sales price" of the comparable. Percentage adjustments were then made to account for market conditions that change over time. Thereafter, additive percentage adjustments were made in each of the remaining areas of analysis. This is described in detail below.

Property Rights Conveyed

Each sale reportedly included the transfer of a fee simple title to the buyer(s). The property rights conveyed were similar to those appraised. Therefore, none of the comparables require an adjustment for property rights.

Financing Terms

The value shown for a comparable is a cash-equivalent value. When a seller writes a contract with a buyer, and the seller has financing terms better than those available in the market, the seller is often paid a higher price for the property. These circumstances require an adjustment to the sale.

The subject property and all comparables were either sold on a cash to seller basis or adjusted for terms if necessary.

Conditions of the Sale

The subject and all of the comparables were reportedly arms-length transactions. However, Sale #2 is a recent sale that was reported to be a result of foreclosure proceedings. Foreclosure transactions have become much more common in the current market and represent a greater percentage of the purchases. The primary impetus in a foreclosure sale for the seller (bank) is to recoup their investment in a timely manner, rather than to maximize profit. This sale was on the market for a relatively short period (55 days) and a review of other sales in the area does suggest that this was at below market considerations. A 20% upward adjustment is therefore necessary for this sale. No other adjustment is necessary.

Expenditures Made Immediately After Purchase

Expenditures made immediately after purchase may include the cost to demolish and remove any buildings, cost to petition for a zoning change, or cost to remediate environmental contamination. The subject property is currently improved with a clubhouse, maintenance shed and other special use nature improvements related to the operation of Mulligan's. It is most probable than any future buyers would use or rent the buildings in the interim period until market conditions improve to the point of warranting re-development of the site. The interim rental income will likely offset any demolition costs.

Sale #3 was improved with a large school that has since been demolished. The reported cost of demolition of $110,000 has already been added into the sale price, and no further adjustment is necessary.

Market Conditions

Market conditions refer to price changes occurring over time due to various market forces. As has been discussed throughout the report, market conditions along the Wasatch Front in general have declined during the last two to three years, particularly for residential land and improvements. The decline is mainly due to national credit

concerns and declining economic conditions, as well as the steeply rising costs of energy and construction materials.

The majority of the sales used in the report are all recent sales and occurred from February of 2007 to September of 2010. Three 2010 sales are used with one 2009 sales. Limited comparable sales appropriate for analysis are available during 2009/2010, which is a further indicator of reduced market activity. The demand for commercial land and improvements was strong during 2006 and the first half of 2007 but has decreased significantly over the last two years with a noticeable increase in available supply and decreasing land and improvement prices. Recessionary economic conditions on a local and national level exacerbated declines during 2008 and 2009. Recent market indicators suggest that depreciation has moderated during 2010, and signs of stabilization during 2010 are apparent, although further data is necessary. The commercial and industrial markets have fared better in comparison to the residential markets, but reduced activity and general price declines are still noted.

Market conditions for land are largely dependent on the demand for new developments. In times of low demand vacancy rates will rise and lease rates will drop for commercial developments. This trend is apparent in Salt Lake County's commercial market. The following chart from Commerce CRG's Year-end 2010 Market Review illustrates trends in the commercial markets as of the end of the 2010 year.

MARKET INDICATORS

		Change since:	
	Current	Q4 09	Q2 10
Retail Vacancy	9.08%	▲	▼
Average Market Lease Rate	$17.42 PSF	▼	▼
Completed Construction	299,157 SF	▲	▲

Arrows are indicators, arrows do not represent a positive or negative value.

RETAIL MARKET LEASE RATES & CONSTRUCTION

Retail Sector	Lease Rates	New Construction SF
Northeast	$21.52	193,716
Central East	$18.99	-
Southeast	$16.39	-
Northwest	$15.25	-
Central West	$16.74	83,069
Southwest	$17.42	22,372
Total by Sector	$17.42	299,157

The Salt Lake County retail market has showed signs of softening during 2010, with asking lease rates dropping slightly, while the vacancy also dropped slightly. Retail construction has declined dramatically, although the grocery sector continues to perform at a level above other retail improvements. Both retail and office are anticipated to show signs of stabilization and improvement during 2011.

The market data indicate that prices for land began to increase during late 2005 and experienced a strong rate of appreciation during 2006 and through the majority of 2007. Appreciation has slowed considerably since year end 2007 and general depreciation for all real estate types is apparent. Some select areas have experienced minor depreciation, while depreciation has been more dramatic in the periphery areas of the Wasatch Front. Market participants familiar with the subject neighborhood report depreciation rates during the last two to three years are generally negative and range from 0% to -15% or lower for commercial land and improvements. Estimates of appreciation are highly subjective and are influenced strongly by location and surrounding development.

The most dramatic depreciation was realized during 2008 and 2009. Recent economic indicators do suggest that the bottom of the market may have been realized during late 2009/early 2010, and signs of stabilization and/or reduced depreciation during 2010 is apparent. Further market data is necessary. Offsetting factors is considered in the market conditions adjustment process.

After weighing the information obtained from my research, discussions with local agents, developers and brokers and after reviewing the comparable sales in the area, it is estimated that appreciation is currently absent for commercial land, and in most cases even depreciating from the record highs experienced when the market was at its peak in mid 2007. All five sales took place near of after the peak of the market in mid-year 2007 and have experienced continued depreciation going forward, although depreciation has moderated during 2010. With the exception of Sale #5, the remaining four sales are recent sales that occurred during late 2009 and 2010, when the market was near the bottom and reduced depreciation during 2010 is apparent. Based on these factors and information derived from market participants, a modest -3% annual depreciation factor is used herein and is applied to Sales #1, #2, #3 and #4.

Sale #5 took place in February 2007, when the market was still experiencing some appreciation, likely until the end of 2007. Strong depreciation is apparent during 2008 and 2009, with moderated depreciation during 2010. The partially offsetting factors of a short period of continued appreciation (2007) followed by three years of sustained depreciation warrants a slightly higher depreciation figure. Sale #5 is adjusted downward by a -5% annual factor. All five sales are adjusted relative to the effective date of valuation as explained herein.

Location Factors

Location adjustments recognize those differences that influence the demand for a site. These include the issues of visibility, access, other developments in the neighborhood, and the site's proximity to a stable residential population base.

The subject is located on a major commercial corridor in South Jordan City and is surrounded on the east, west and south with commercial, office and retail development. Development northerly is primarily residential. The subject neighborhood has received increasing commercial development pressure throughout the 2000's, particularly during the first part of the decade. Commercial growth and development has slowed during the last three years due to economic factors, but moderate demand is still apparent.

Both 10600 South and Redwood Road are major commercial corridors in the area. Supporting development is located in relatively close proximity and complimentary to the intended use of the site. The subject is along a major commercial corridor near a major I-15 interchange and surrounding commercial/office development is generally of recent construction. The immediate area is serviced by necessary commercial and retail facilities and linkages are rated as good. The Riverpark area of development is adjacent south, and 10600 South is a main commercial corridor. Overall, the subject is well located for retail/commercial and/or office development. Adjustment is necessary as follows:

Sales #1 is close to the north of the subject in Sandy and is part of the Bingham Junction Riverwalk mixed use development project. I-15 is close to the east and 7200 South is well traveled. Surrounding development, linkages and proximity to commercial support services is similar and this sale is not adjusted.

Sale #2 is close to the west and fronts to the subject street (10600 South/10400 South). However, this site is "between" the main commercial areas identified by Riverpark to the east and the intersection of Redwood Road and 10400 South to the west. Given the subject's closer proximity to I-15 and slightly superior surrounding development, upward adjustment is necessary for Sale #2.

Sale #3 is close to the east of I-15 and fronts to State Street. Additionally, this sale is near South Towne mall and surrounding development consists of extensive retail and office development. Traffic counts on State Street are similar in comparison. This sale is similar and is not adjusted.

Sale #4 is also close to the northeast of I-15 in Salt Lake City. However, this sale fronts to West Temple, which is very lightly traveled in this vicinity. Immediate surrounding development for this sale consists of older industrial buildings, although 3900 South close to the north is a major commercial corridor and the immediate area in general is

gradually converting to more intensive uses. There is not an I-15 interchange at 3900 South. This sale is inferior and upward adjustment is necessary.

Sale #5 is close to the east of the subject and fronts to Jordan Gateway, which is developed with a Wal-Mart and various other commercial developments. I-15 is close to the east and the 11400 South interchange recently came on-line. The offsetting factors of lower traffic versus superior surrounding development results in no adjustment necessary for this sale.

Physical Characteristics

The physical characteristics of the subject property are similar to many of the physical features of the comparables. Adjustments were made in the following areas:

- ***Size***

Small land parcels often sell for a higher unit price than do large ones, as they are less risky to develop. Development risk increases in proportion to the difficulty of maximizing the development potential of a parcel of land. Larger tracts of land often require subdividing, the construction of a larger building, or even multiple structures in order to maximize development potential. Also, the time frame for construction generally increases, which often puts the developer at a greater risk. Consequently developers are often willing to pay a higher unit price for smaller, less risky parcels of land. Economies of scale theory dictate that differences in price attributable to size are more pronounced for small parcels and are somewhat reduced when considering large tracts of land. The retail/commercial portion of the subject has an estimated size of ±10.20 acres, or ±444,312 square feet, and is well bracketed by the comparable sales. Adjustment is necessary as follows:

Land Size Adjustments						
Comp. #	**Subject**	**1**	**2**	**3**	**4**	**5**
Size (SF)	444,312	452,588	208,217	154,638	182,081	636,847
Difference	N/A	8,276	-236,095	-289,674	-262,231	192,535
Adjustment	N/A	**0.00%**	**-10.00%**	**-10.00%**	**-10.00%**	**10.00%**

- ***Topography/Developability***

Adjustments made for this area of adjustment recognize those differences in a site's topography and/or need of fill in order to accommodate development. Typically, sites that are relatively level with stable and adequate fill conditions, sell for a higher per unit basis. The reason is that there is less site work cost incurred on a buyer's part in bringing these sites into a developable condition versus a site that has a sloping or undulating terrain and/or one that is in need of fill. The topography of the subject is moderately sloping to mostly level. The slopes within the western portion are not severe and are not anticipated to be a detriment to development. However, ±25% of the larger parcel within the eastern portion is within two different 100 year flood plains due to the close proximity to the Jordan River. The market does not view this as a significant detriment and numerous buildings exist within the X and AE flood zoned area throughout the Salt Lake Valley, including in Riverpark to the south. However, an atypical degree of site work will be necessary in this eastern portion, which could include above average fill and/or grading work and the construction of berms. Thus, adjustment is necessary to account for the additional site work that will be necessary within the eastern portion of the larger parcel. Adjustment is necessary as follows:

Topography/Developability						
Comp. #	**Subject**	**1**	**2**	**3**	**4**	**5**
Topography	Level to moderate slopes; flood zone	Level	Level	Level	Level	Level
Total Adjust.	N/A	**-5.00%**	**-5.00%**	**-5.00%**	**-5.00%**	**-5.00%**

- ***Shape***

Shape refers to the physical shape or layout of a site or parcel of raw land. Typically, rectangular, square, or even moderately irregular shapes are more desirable than severely irregular shapes because they allow the developer to maximize the potential development of the land with the least amount of wasted or excess land. The subject has an irregular (overall) shape. Adjustments are necessary as follows:

Shape Adjustment						
Comp. #	**Subject**	**1**	**2**	**3**	**4**	**5**
Adjustment	Irregular	Irregular	Irregular	Mostly rectangular	Mostly rectangular	Rectangular
Total Adjust.	N/A	**0.00%**	**0.00%**	**-5.00%**	**-5.00%**	**-5.00%**

- ***Street Orientation***

Street orientation is another factor that can influence the price a buyer is willing to pay for commercial land. For example, corner lots will typically sell for a higher price than an interior parcel due to the added exposure and ease of access from two streets. Conversely, a rear lot will typically sell for a lower price due to reduced visibility/exposure from any nearby roadway and often inferior access. Adjustment is necessary as outlined below.

Street Orientation						
Comp. #	**Subject**	**1**	**2**	**3**	**4**	**5**
Street	Interior	Corner	Corner	Corner	Interior	Corner
Adjustment	N/A	**-5.00%**	**-5.00%**	**-5.00%**	**0.00%**	**-5.00%**

- ***Utilities/Easements***

The subject property has all utilities available, and each of the subject properties has utilities on or stubbed to the property. No adjustments are made.

- ***Zoning/Density***

A portion of the defined retail/commercial area is already zoned CC. As discussed throughout the report, an extraordinary assumption is made that a reasonable probability exists that the zoning for the site could changed to allow for more intensive commercial/office use of the site, consistent with the highest and best analysis. All five comparables are within commercial or mixed use zones, and are relatively similar in comparison to the subject. No adjustment for zoning differences is indicated.

Other

In all other areas of comparison, the sales used were judged to be similar to the appraised property and no further adjustments were made. The foregoing analysis is summarized in the adjustment grid is to follow.

LAND ADJUSTMENT GRID - COMMERCIAL PORTION

SUBJECT LOCATION:	692 West 10600 South, South Jordan, UT			
SIZE (SF)	444,312 SF	10.20 Ac	**ZONING:**	CC (assumed)

	COMPARABLES				
	1	**2**	**3**	**4**	**5**
Sales Price	$4,869,718	$1,360,000	$1,894,315	$1,550,000	$7,955,145
Adjustments:					
Property Rights	$0	$0	$0	$0	$0
Adjusted Price	$4,869,718	$1,360,000	$1,894,315	$1,550,000	$7,955,145
Financing Terms	$0	$0	$0	$0	$0
Condition of Sale	$0	$272,000	$0	$0	$0
Expenditures After Purchase	$0	$0	$0	$0	$0
Adjusted Price	$4,869,718	$1,632,000	$1,894,315	$1,550,000	$7,955,145
Date of Sale	Sep-09	Sep-10	Sep-10	Jun-10	Feb-07
Market Conditions	($206,963)	($20,400)	($23,679)	($31,000)	($1,591,029)
Adjusted Price	$4,662,755	$1,611,600	$1,870,636	$1,519,000	$6,364,116
Unit of Comparison					
Square Feet (SF)	452,588	208,217	154,638	182,081	636,847
Price per SF	$10.30	$7.74	$12.10	$8.34	$9.99
Other Adjustments:					
Location	0%	10%	0%	20%	0%
Physical Characteristics					
Size	0%	-10%	-10%	-10%	10%
Topography/Develop.	-5%	-5%	-5%	-5%	-5%
Shape	0%	0%	-5%	-5%	-5%
Street Orientation	-5%	-5%	-5%	0%	-5%
Utilities	0%	0%	0%	0%	0%
Zoning/Density	0%	0%	0%	0%	0%
Development Entitlements	0%	0%	0%	0%	0%
Adjusted Price Per/SF	$9.27	$6.97	$9.07	$8.34	$9.49
Total % Change	-14%	9%	-26%	-2%	-25%
Gross % Change	14%	51%	26%	42%	45%
Relevant Influence (100%)	30%	10%	25%	20%	15%
	Low	**Mean**	**High**		
Adjusted Value Range	**$6.97**	**$8.63**	**$9.49**		
Weighted Influence	**$8.84**				

Reconciliation of Land Value

Adjustments made are primarily for location, size, topography and street orientation. After making adjustments, the comparable sales range from $6.97 to $9.49 per square foot. The average is $8.63, and the median is $8.23. The most weight is given to the sales with the least amount of overall adjustment. Sale #1 and #3 are recent sales that are close to the subject and required a low percentage of gross adjustment. These two sales are given higher consideration in the weighted influence. Sales #2 and #5 required a higher percentage of adjustment and are given reduced consideration. Given the superior location and physical characteristics of the subject, a concluded market value of $9.00 per square foot is considered appropriate. The concluded value of the commercial portion of the subject land, "As Is" is as follows:

Final Reconciliation of Market Value - Commercial Land Total Usable Sq. Ft. x Price / Square Foot = Market Value		
Total Sq. Ft.	**Price / Square Foot**	**Value**
444,312	$9.00	$3,998,808

As the market value conclusions for each use area will be combined in the reconciliation section at the end of the report, rounding is not applied at this point.

Sales Comparison Approach - Office/Business Park Land

Next, the remaining ±55.12 acres to the rear (north) of the concluded retail/commercial area is considered. The highest and best use analysis indicates that the most probable development for this area would be for office and/or business park development, similar to what occurred in Riverpark to the south. However, it is acknowledged that development options are not clearly defined and that other development options exist, including multi-family and/or mixed use. Until the master plan is changed and more definitive development plans are submitted, the precise future development for the remaining ±55.12 acres is somewhat uncertain. For this reason, sales of office and multi-family land are used herein.

Additionally, the remainder, at ±55.12 acres, represents an atypically large parcel that is larger than any other recent land transaction. While it is most probable that the ±55.12 acre parcel will be developed in phases, holding costs will still apply and significant adjustment for size differences is warranted. In order to obtain comparable land sales that are more representative of the potential uses and larger size, it became necessary to expand the date of transaction during the comparable search process to include any large comparable sales since 2007. These sales are appropriate for comparison after adjustment for market conditions.

The following table is a summary of the land sales used in this report. The sales used in the analysis are believed to represent the most recent comparable data available. As this is a summary report, additional information concerning the comparable sales is retained in the appraiser's work file.

Comparable Land Sales - Office/Business Park					
ID	**1**	**2**	**3**	**4**	**5**
Address	2987 S. Decker Lake Dr.	±3800 North East Frontage Road	128 W. 4500 S.	12047 S. Lone Peak Pkwy.	9424 S. 300 W.
City/Utah	WVC	Lehi	Murray	Draper	Sandy
Parcel #	Part of 15-27-151-012	58-002-0044	Part of 21-01-277-003	15-13-430-028	27-12-127-005;-006 & -007
Land Size (Ac)	5.80	15.00	8.42	12.98	11.76
Land Size (SF)	252,648	653,400	366,785	565,409	512,226
Shape	Irregular	Irregular	Mostly rectangular	Mostly rectangular	Mostly rectangular
Street Orientation	Interior	Interior	Interior	Interior	Corner
Topography	Level	Mostly level	Level	Level	Level
Utilities	All available	All available	All available	All available	All available
Zoning	PO (office)	PC (Planned Community - office)	TOD	CBP	RD
Seller	DHS Salt Lake City, LLC	Marian L. Fox Trust	Fireclay Investment, LLC	Ballard Medical	Miller Family RE
Buyer	JFRG Investments, LLC	Adobe Systems, Inc.	Miller Development, LLC	DBSI - Lone Peak, LLC	FR/Cal Sandy, LLC
Date of Sale	March 2010	September 2010	February 2011	February 2007	February 2007
Sales Price	$2,526,480	$5,673,798	$3,216,000	$5,513,000	$5,127,012
Sales Price/SF	$10.00	$8.68	$8.77	$9.75	$10.01

Comments:

Sale #1 is in the Decker Lake office area of West Valley City and is close to the east of I-215. The surrounding area is extensively developed with large office buildings. This transaction was for ±5.80 acres of a larger ±13 acre site and was purchased for future office building development.

Sale #2 is a recent sale for land along I-15 in Lehi to the south. The site was purchased by Adobe Systems and will be the regional headquarters and research center for Adobe. It is within the Traverse Ridge Planned Community and office development is permitted in this zone. Adobe Systems also purchased more ground adjacent south (terms unknown). This site has good exposure from I-15. Additionally, the transaction also included long term leases for two billboards. The value of these billboard land leases could not be

determined but the amount is minimal compared to the overall price paid for the land.

Sale #3 is north of 4500 South in Murray and is close to the east of I-15. It represents phase II of the Fireclay District development, which will include retail, office and multi-family development. The closing of this sale was contingent upon the sellers constructing an overpass over 4500 South, which was completed in late 2010. The TOD zone is a Transportation Overlay Zone related to the UTA Trax station nearby.

Sale #4 is close to the south of the subject within Draper and is adjacent west of I-15. The site does benefit from moderate I-15 exposure. The Draper Business Park is to the south, and the Wasatch Corporate Center is north. The site was purchased for developed with the Lone Peak Business Center, which will comprise four office buildings totaling ±283,000 square feet. The CBP stands for Commercial Business Park. The site lacks direct frontage on any dedicated roadway and access is via two cross over easements from Lone Peak Parkway and Business Park Drive.

Sale #5 is on the northwest corner of 300 West and 9400 South close to the west of the I-15 corridor in Sandy, near the border with South Jordan. The RD zone is a Research and Development zone that is primarily office in nature, but does allow some limited retail and service oriented uses. The site was reportedly purchased for office development, with possibly some retail pad sites.

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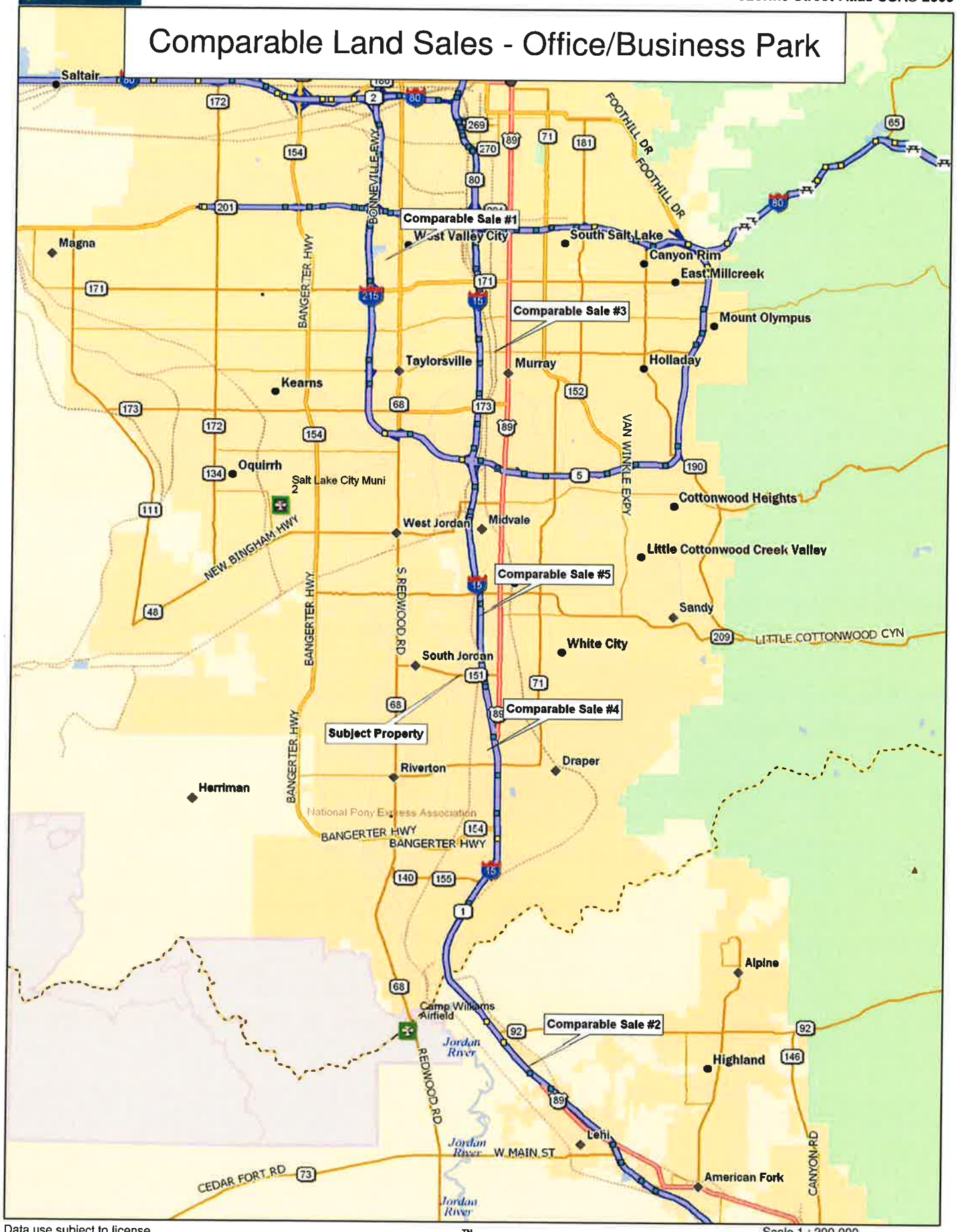
Comparable Land Sales - Office/Business Park



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TN MN (12.1°E)

Scale 1 : 200,000

1" = 3.16 mi

Data Zoom 10-0

Analysis and Reconciliation of Land Sales - Office/Business Park Portion

The adjustments applied are similar to those as already outlined in the valuation of the commercial land section. Please refer to this section for further clarification. Additional discussion is outlined below in the areas of adjustment emphasis. The unit of comparison used for analysis purposes is the price per square foot.

No adjustment is necessary for property rights conveyed, financing terms, conditions of sale or expenditures after the purchase. Market condition adjustments are applied as previously explained. The 2011 (Sale #3) is not adjusted, while the 2010 sales (#1 and #2) are adjusted downward by -3% annually and the 2007 sales are adjusted downward by -5% annually.

As mentioned, the subject is well located near I-15 and north of 10600 South with superior linkages and surrounding development. Sales #2, #4 and #5 all have I-15 visibility but do not front to busy traffic arteries. Sales #1 and #3 are on secondary roadways with limited visibility. All five comparable sales are inferior and upward adjustment is necessary.

Physical Characteristics

The physical characteristics of the subject property are similar to many of the physical features of the comparables. The adjustments applied are similar to those explained in the valuation of the commercial land area previously. Only the size adjustment warrants additional discussion.

- ***Size***

The office/business park portion of the subject has an estimated size of ±55.12 acres, or ±2,401,027 square feet, and is an unusually large tract of land. A concerted effort was made to obtain land sales similar in size and use potential to the subject, but due to reduced market activity the utilized sales represent the best that are publically

available. As mentioned in the highest and best use section, the subject will most likely be subdivided into multiple smaller lot and then developed in phases, as demand dictates. The larger parcel has not yet been subdivided into smaller lots, and the size of the future lots is unknown and will be highly dependent upon market factors. The subdivision and phased development of the subject will result in additional holding costs (i.e. taxes, engineering, debt interest, etc.) and the perceived risk with holding and developing such a large tract of land is above average and would result in a large discount from the purchase price. Substantial adjustment for size is necessary and the larger size of the subject represents the main value influence for the subject. Adjustment is necessary as follows:

Land Size Adjustments						
Comp. #	**Subject**	**1**	**2**	**3**	**4**	**5**
Size (SF)	2,401,027	252,648	653,400	366,785	565,409	512,226
Difference	N/A	-2,148,379	-1,747,627	-2,034,242	-1,835,618	-1,888,801
Adjustment	N/A	**-25.00%**	**-20.00%**	**-25.00%**	**-20.00%**	**-20.00%**

Other physical adjustments as previously explained are outlined below, followed by the adjustment grid for the ±55.12 office/business park portion.

Topography/Developability						
Comp. #	**Subject**	**1**	**2**	**3**	**4**	**5**
Topography	Level to moderate slopes; flood zone	Level	Mostly level	Level	Level	Level
Total Adjust.	N/A	**-5.00%**	**-5.00%**	**-5.00%**	**-5.00%**	**-5.00%**

Shape Adjustment						
Comp. #	**Subject**	**1**	**2**	**3**	**4**	**5**
Adjustment	Irregular	Irregular	Irregular	Mostly rectangular	Mostly rectangular	Mostly rectangular
Total Adjust.	N/A	**0.00%**	**0.00%**	**-5.00%**	**-5.00%**	**-5.00%**

Street Orientation						
Comp. #	**Subject**	**1**	**2**	**3**	**4**	**5**
Street	Interior	Interior	Interior	Interior	Interior	Corner
Adjustment	N/A	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**-5.00%**

Utilities Adjustment						
Comp. #	**Subject**	**1**	**2**	**3**	**4**	**5**
Utilities	All available	All available	All available	All available	All available	All available
Adjustment	N/A	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**

Zoning Adjustment						
Comp. #	**Subject**	**1**	**2**	**3**	**4**	**5**
Zone	OS (assumed)	PO	PC	TOD	CBP	RD
Adjustment	N/A	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**

LAND ADJUSTMENT GRID - OFFICE/BP PORTION

SUBJECT LOCATION:	692 West 10600 South, South Jordan, UT		
SIZE (SF)	2,401,027 SF 55.12 Ac	**ZONING:**	OS (assumed)

	COMPARABLES				
	1	**2**	**3**	**4**	**5**
Sales Price	$2,526,480	$5,673,798	$3,216,000	$5,513,000	$5,127,012
Adjustments:					
Property Rights	$0	$0	$0	$0	$0
Adjusted Price	$2,526,480	$5,673,798	$3,216,000	$5,513,000	$5,127,012
Financing Terms	$0	$0	$0	$0	$0
Condition of Sale	$0	$0	$0	$0	$0
Expenditures After Purchase	$0	$0	$0	$0	$0
Adjusted Price	$2,526,480	$5,673,798	$3,216,000	$5,513,000	$5,127,012
Date of Sale	Mar-10	Sep-10	Feb-11	Feb-07	Feb-07
Market Conditions	($69,478)	($70,922)	$0	($1,102,600)	($1,025,402)
Adjusted Price	$2,457,002	$5,602,876	$3,216,000	$4,410,400	$4,101,610
Unit of Comparison					
Square Feet (SF)	252,648	653,400	366,785	565,409	512,226
Price per SF	$9.73	$8.57	$8.77	$7.80	$8.01
Other Adjustments:					
Location	10%	5%	10%	5%	5%
Physical Characteristics					
Size	-25%	-20%	-25%	-20%	-20%
Topography/Develop.	-5%	-5%	-5%	-5%	-5%
Shape	0%	0%	-5%	-5%	-5%
Street Orientation	0%	0%	0%	0%	-5%
Utilities	0%	0%	0%	0%	0%
Zoning/Density	0%	0%	0%	0%	0%
Development Entitlements	0%	0%	0%	0%	0%
Adjusted Price Per/SF	$7.78	$6.86	$6.58	$5.85	$5.61
Total % Change	-23%	-21%	-25%	-45%	-50%
Gross % Change	43%	31%	45%	55%	60%
Relevant Influence (100%)	25%	25%	20%	15%	15%
	Low	**Mean**	**High**		
Adjusted Value Range	**$5.61**	**$6.53**	**$7.78**		
Weighted Influence	**$6.69**				

Reconciliation of Land Value - Office/Business Park Portion

Adjustments made are primarily for location, size and topography. After making adjustments, the comparable sales range from $5.61 to $7.78 per square foot. The average is $6.53, and the median is $6.70. The most weight is given to the sales with the least amount of overall adjustment. Sale #1 and #2 are recent sales and required the lowest percentage of gross adjustment. These two sales are given higher consideration in the weighted influence. Sales #4 and #5 required a higher percentage of adjustment and are given reduced consideration. Given the superior location and physical characteristics of the subject, a concluded market value of $6.75 per square foot is considered appropriate. The concluded value of the office/business park portion of the subject land, "As Is" is as follows:

Final Reconciliation of Market Value - Office/BP Land
Total Usable Sq. Ft. x Price / Square Foot = Market Value

Total Sq. Ft.	Price / Square Foot	Value
2,401,027	$6.75	$16,206,932

Final Reconciliation of Land Value - Larger Parcel

The two value conclusions consider the market value of each defined use area and consider each area separately. As mentioned throughout the report, the larger parcel represents an atypically large tract that is unusual for the market. The perceived risk and costs associated with holding and developing such a large tract are quite high. As per the request of the client, the market value of the whole property is concluded herein. As the two market values consider each use area separately, an additional size discount is necessary considering the bulk sale of the entire parcel to one buyer/developer. An additional -5% discount for size is applied herein. This is outlined below.

Final Reconciliation of Market Value - Larger Parcel Total Usable Sq. Ft. x Price / Square Foot = Market Value		
Total Sq. Ft.	**Price / Square Foot**	**Value**
444,312	$9.00	$3,998,808
2,401,027	$6.75	$16,206,932
Subtotal		$20,205,740
Less: 5% Size Discount		($1,010,287)
Subtotal		19,195,453
Rounded To		**$19,195,000**

Therefore, after researching the market and analyzing the data presented in the report, I am of the opinion that the ***Market Value*** "As Is" (as defined in this Report and subject to the definitions, certifications, and limited conditions set forth in this Report), as of March 23, 2011, is:

NINETEEN MILLION ONE HUNDRED NINETY FIVE THOUSAND DOLLARS
($19,195,000)

Exposure and Marketing Time

The marketing period of the subject property would be strongly influenced by the asking price, market conditions, and the efforts to sell the subject property. Based on current market conditions, available market data and the large size of the subject, it would appear that the subject property as is, if properly marketed, would need an exposure time of twelve to eighteen months. Likewise, being properly marketed, the subject could be sold within a 12 to 18 month period from the date of this appraisal.

Addenda

Ownership Records / Legal Descriptions

DIVERSE SALT LAKE COUNTY

Esc / CLEAR | Logoff | Applications

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VTDI [illegible]          DIST 38                          TOTAL ACRES        65.32
SOUTH JORDAN CITY                TAX CLASS   UPDATE        REAL ESTATE
                                  OE         LEGAL         BUILDINGS
                                             PRINT         TOTAL VALUE
1600 W TOWNE CENTER DR
SOUTH JORDAN UT              84095        EDIT 1           FACTOR BYPASS
LOC:  692 W SOUTHJORDAN PKWY     EDIT 0   BOOK 9239  PAGE 0001  DATE 06/01/2006
SUB:  SEC 13 TWNSHP 3S RNG 1W                         TYPE SECT PLAT
   03/24/2011  PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
         BEG S 89¬29'36" W 976.72 FT & N 178.47 FT & N 3¬05'16" E
         3.48 FT FR E 1/4 COR OF SEC 14, T 3S, R 1W, SLM; N 3¬05'16"
         E 214.42 FT; N 12¬14'57" W 267.60 FT; N 77¬39'23" E 10 FT; N
         12¬30'37" W 81.10 FT; N 84¬37'17" E 155.30 FT; N 23¬47'01" W
         555.53 FT; N 60¬01'17" W 23.56 FT; S 88¬01'19" W 204.72 FT;
         NE'LY ALG A 486 FT RADIUS CURVE TO R 35.02 FT; N 16¬02'44" E
         74.50 FT; NE'LY ALG A 514 FT RADIUS CURVE TO L 137.61 FT; N
         0¬42'23" E 346.22 FT; NE'LY ALG A 286 FT RADIUS CURVE TO R
         165.24 FT; NE'LY ALG A 60 FT RADIUS CURVE TO L 22.66 FT; N
         6¬00'46" E 2.86 FT; N 88¬17'43" E 122.49 FT; N 89¬15'03" E
         74.17 FT; S 89¬06'34" E 43.87 FT; S 88¬55'57" E 69.25 FT; S
         89¬15'58" E 140.87 FT; S 88¬26'22" E 236.52 FT; S 88¬45'37"
         E 252.61 FT; S 88¬47'31" E 107.39 FT; S 88¬41'06" E 99.83
         FT; S 87¬32'40" E 49.14 FT; N 89¬49'44" E 47.95 FT; S
PRESS ENTER FOR MORE LEGAL DESCRIPTION    ADDITIONAL NAMES
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01/007

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Salt Lake County Government Center – 2001 South State Street Salt Lake City, UT 84190 – 801 468-3000

DIVERSE SALT LAKE COUNTY

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VTTU 27-14-276-027-0000   **** 2010 ASSESSMENT DATA **** 03/24/2011 COMPLETED
SOUTH JORDAN CITY                 DIST 38    T A X   C A L C U L A T I O N S 3/3
LOC 692 W SOUTHJORDAN PKWY        NEXT     + LAND                    11,757,600
                        MTG HOLDER  2107   + BUILDINGS                1,437,100
ATT GARBAGE             ALTERNATE   0000   = FULL MARKET VAL         13,194,700
WEED/DEMO               APPENDIX YR 0000   - GREENBLT REDUCT                 0
SPEC IMP                BNKRPT YEAR 0000   - EXEMPT REDUCTN          13,194,700
ATT PERS PROP           BNKRPT CHAP        - STATUTE REDUCT                  0
TX SALE    BOFE      BKRPT CASE           - RESIDENT EXEMPT                 0
PRINT V    PUP      MH BNK CASE           = TAXABLE VALUE                   0
           T A X    R E L I E F           - VET/BLND EXEMPT                 0
LOC CB      0.00      VETERN         0     = RESIDUAL VALUE                  0
INDGNT      0.00      BRD LT      0.00     = COMPUTED TAXES               0.00
DISABL      0.00      C/B BL      0.00     + RETURNED CHECK               0.00
HRDSHP      0.00      BL DATE 00/00/0000   = TOTAL CHARGES                0.00
         C O L L E C T I O N S            - TAX RELIEF                   0.00
PREPAY            0.00            MPP      - PREPAYMENTS                  0.00
PAYMNT            0.00         RUN 0000    = TOTAL DUE                    0.00
PENALTY           0.00        MACH  000    - COLLECTIONS                  0.00
RET CK FEE PAID   0.00        TRAN    0    = BALANCE DUE                  0.00
RECEIPT DATE 00/00/0000  NUMBR        0
COLLECTION MODIFICATION 00/00/0000          REFUND CHECK AMT              0.00
BY 00000000 OFFICE      REASON              REFUND CHECK NUM                 0
1=PAGE1 2=PAGE2 3=PAGE3 6=NEXT 8=RETURN 4=VTDI 7=VTAP 11=VTFD
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DIVERSE SALT LAKE COUNTY

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STAXM805 SALT LAKE COUNTY 03/24/2011
COMMERCIAL RECORD 14:27:06

PARCEL: 27142760270000___ TYPE1: COMM TYPE2: 1
RECORD1: 002 RECORD2: 0

COMMERCIAL USE: GARAGE STORAGE
YEAR BUILT: 2001 CLASS: MASONRY WALL
EFF YEAR BUILT: 2001 EXT WALL TYPE: METAL
INTERIOR COND: GOOD
LIGHTING: AVERAGE INTERIOR GRADE: AVERAGE
GRND FLR AREA: 4380 EXTERIOR GRADE: AVERAGE
TOTL FLR AREA: 4380 HEAT/COOL TYPE 1: SPACE HEAT
PCT HEATED 1: 100 HEAT/COOL TYPE 2:
PCT HEATED 2:
PCT SPRNKLRS: AMENITY MEASURE 1: AMENITY MEASURE 2:
NUMBER STORIES: 1 AMENITY MEASURE 3: AMENITY MEASURE 4:
PERIMETER: 266.0 AMENITY MEASURE 5: AMENITY MEASURE 6:
AVG STRY HGT: 12 AMENITY TYPE 1: AMENITY TYPE 2:
FOUNDATION: YES AMENITY TYPE 3: AMENITY TYPE 4:
AMENITY TYPE 5: AMENITY TYPE 6:

CLR OR PF3=QUIT PF7=PREV RECORD PF8=NEXT RECORD PF12=MAIN MENU

04/016

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Salt Lake County Government Center – 2001 South State Street Salt Lake City, UT 84190 – 801 468-3000

DIVERSE SALT LAKE COUNTY

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STAXM805 SALT LAKE COUNTY 03/24/2011
COMMERCIAL RECORD 14:27:17

PARCEL: 27142760270000

TYPE1: COMM TYPE2: 1
RECORD1: 002 RECORD2: 0

COMMERCIAL USE: GARAGE STORAGE
YEAR BUILT: 2001
EFF YEAR BUILT: 2001
LIGHTING: AVERAGE
GRND FLR AREA: 4380
TOTL FLR AREA: 4380
PCT HEATED 1: 100
PCT HEATED 2:
PCT SPRNKLRS:
NUMBER STORIES: 1
PERIMETER: 266.0
AVG STRY HGT: 12
FOUNDATION: YES

CLASS: MASONRY WALL
EXT WALL TYPE: METAL
INTERIOR COND: GOOD
INTERIOR GRADE: AVERAGE
EXTERIOR GRADE: AVERAGE
HEAT/COOL TYPE 1: SPACE HEAT
HEAT/COOL TYPE 2:

AMENITY MEASURE 1:
AMENITY MEASURE 2:
AMENITY MEASURE 3:
AMENITY MEASURE 4:
AMENITY MEASURE 5:
AMENITY MEASURE 6:
AMENITY TYPE 1:
AMENITY TYPE 2:
AMENITY TYPE 3:
AMENITY TYPE 4:
AMENITY TYPE 5:
AMENITY TYPE 6:

CLR OR PF3=QUIT PF7=PREV RECORD PF8=NEXT RECORD PF12=MAIN MENU

04/016

Reset | Default | Refresh | Disconnect | View Print Jobs | Turn Keyboard Off

Salt Lake County Government Center – 2001 South State Street Salt Lake City, UT 84190 – 801 468-3000

DIVERSE SALT LAKE COUNTY

Esc / CLEAR | Logoff | Applications

STAXM805 SALT LAKE COUNTY 03/24/2011
COMMERCIAL RECORD 14:26:56

PARCEL: 27142760270000 TYPE1: COMM TYPE2: 1
RECORD1: 001 RECORD2: 0

COMMERCIAL USE: CLUB HOUSE
YEAR BUILT: 1992
EFF YEAR BUILT: 1996
LIGHTING: AVERAGE
GRND FLR AREA: 1817
TOTL FLR AREA: 1817
PCT HEATED 1: 100
PCT HEATED 2:
PCT SPRNKLRS:
NUMBER STORIES: 1
PERIMETER: 212.0
AVG STRY HGT: 10
FOUNDATION: YES

CLASS: MASONRY WALL
EXT WALL TYPE: BLOCK
INTERIOR COND: GOOD
INTERIOR GRADE: AVERAGE
EXTERIOR GRADE: AVERAGE
HEAT/COOL TYPE 1: PACKAGE UNIT
HEAT/COOL TYPE 2:

AMENITY MEASURE 1: AMENITY MEASURE 2:
AMENITY MEASURE 3: AMENITY MEASURE 4:
AMENITY MEASURE 5: AMENITY MEASURE 6:
AMENITY TYPE 1: AMENITY TYPE 2:
AMENITY TYPE 3: AMENITY TYPE 4:
AMENITY TYPE 5: AMENITY TYPE 6:

CLR OR PF3=QUIT PF7=PREV RECORD PF8=NEXT RECORD PF12=MAIN MENU

04/016

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Salt Lake County Government Center – 2001 South State Street Salt Lake City, UT 84190 – 801 468-3000

Appraiser Qualifications

QUALIFICATIONS OF APPRAISER

KENDALL S. MITCHELL

ken@valueutah.com

EDUCATION/TRAINING

BA; Family Economics & Consumer Studies — University of Utah; June 1996

Emphasis of Market Research Techniques
Emphasis on Statistical Analysis
Emphasis on Economic Principles

Fundamental Appraisal (101)	O'Brien Real Estate School; May 2001
Appraising Residences (102)	O'Brien Real Estate School; June 2001
Standards of Professional Practice (USPAP)	O'Brien Real Estate School; February 2001
Residential Case Study 2-4 Units (104)	O'Brien Real Estate School; April 2001
Basic Income Capitalization (310)	Appraisal Institute; October 2002
Advanced Cost and Sales Approach (530)	Appraisal Institute; May 2003
Eminent Domain for Appraisers and Attorneys	National Highway Institute; January 2004
Highest and Best Use & Market Analysis (520)	Appraisal Institute; June 2005
Advanced Income Capitalization (510)	Appraisal Institute; September 2005
National USPAP Update Course	Appraisal Institute; 4/2006, 3/2008 & 4/2010
UDOT Right of Way Appraiser Seminar	UDOT; May 2006
Utah Law of Eminent Domain	Utah Land Use Institute; February 2008
Appraising from Blueprints and Plans	Appraisal Institute; March 2008
Small Hotel/Motel Valuation; Limited Lodging	Appraisal Institute; March 2008
Report Writing and Valuation Analysis (540)	Appraisal Institute; January 2009
Appraisal Institute Symposium	Appraisal Institute; March 2010
Eminent Domain Seminar	The Utah Land Use Institute; February 2011

PROFESSIONAL EXPERIENCE

Researcher and Market Analyst	Bodell Van Drimmelen; August 2000 - September 2002
Licensed Appraiser & Market Analyst	Bodell Van Drimmelen; September 2002 - April 2004
Certified General Appraiser/Market Analyst	Van Drimmelen & Associates, Inc. April 2004 - Present

PROFESSIONAL AFFILIATIONS/LICENSES

Utah State Certified General Appraiser	License # 5499685-CG00; exp 4-30-2012
Utah Chapter of the Appraisal Institute	Associate Member; 2008-2010

APPRAISAL EXPERIENCE

I have worked as a Staff Researcher, Licensed Appaiser and Certified General Appraiser for Van Drimmelen & Associates, Inc. Commercial Appraisers since August of 2000. I have taken the prescribed courses and have been a Utah State Certified General Appraiser since April 2004. I have taken the majority of the prescribed courses for MAI designation and continue to work toward this goal. I am on the UDOT approved appraiser lists for State and Local right-of-way (ROW) projects for both complex ROW Appraisal Services, and ROW Appraisal Review Services. I have extensive experience in a wide range of commercial, industrial, retail, residential and vacant land appraisals. Some of the differing types of properties that I have appraised since 2000 are below.

Residential Subdivisions	Office Buildings	Hazardous Waste Facility
Service/Gas Stations	Retail Buildings	Intelligent Buildings/Data
Day Care Facilities	Eminent Domain Appraisals	Farm/Ranch Property
Strip Retail Shopping Centers	Partial Fee Acquisitions	Vacant Industrial land
Full Service Autobile Dealerships	Townhome/Condo Subdivisions	Residential Land and Lots
Recreational Cabins	Perpetual/Temporary Easements	Commercial land
Duplexes, Triplexes, Fourplexes	Severed Tracts/Damages	Recreational land
Convenience Stores	Federal Yellow Book	Medical Office Buildings
RV Sales and Services Sites	Campgrounds/RV Parks	Drive-in Theater
Multi-tenant Industrial Buildings	Bars/Taverns	Day Spas
Residential Paper Lots	Retirement Communities	Fitness Centers
Airplane Hangars	Valuation of Life Estates	Dive Shop
Power, Utility/Irrigation corridors	Single Family Residences (URAR)	Water Rights
Office/Warehouse Buildings	Multi-unit apartment complex	Auto Repair Shops

CLIENT LIST (PARTIAL)

First National Bank	Cache Valley Bank	UDOT
First Community Bank	Envision Lending Group	Orem City
Zions Bank	Sunfirst Bank	South Jordan City
Bank of Utah	Frontier Bank	UTA (Utah Transit Authority)
Deseret First Credit Union	NAI Utah Real Estate Division	Granite School District
Bona Vista Water District	JUB Engineers	Sandy City
Castleview Hospital (Price)	CIT Financial	Ogden City
Celtic Bank	Snell & Wilmer Law Firm	Clinton City
Home Savings Bank	Maughan Law Firm	Tooele City
Bonneville Mortgage	H.W. Lochner Engineers	Lehi City
ANB Financial Corporation	Envirocare of Utah	SITLA
Frontier Bank	Salt Lake City RDA	BLM (Federal)
Wells Fargo Bank	Enterprise Financial	Wellington City
Church Loans & Investment Inc.	Stanley Consultants	Alpine City
America West Bank	Staker Parsons Group	Tooele County

**Numerous Individual investors, landowners and developers*

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
ACTIVE LICENSE

DATE ISSUED: 04/19/2010

EXPIRATION DATE: 04/30/2012

LICENSE NUMBER: 5499685-CG00

LICENSE TYPE: Certified General Appraiser

ISSUED TO:

KENDALL S MITCHELL
774 E 2100 SOUTH
SALT LAKE CITY UT 84106

THE GREAT SEAL OF THE STATE OF UTAH
INDUSTRY
1847
1896

Ken Mitchell
SIGNATURE OF HOLDER

Deanna Saby
REAL ESTATE DIVISION DIRECTOR

Form #2

The following title report for Mulligan's property is dated March 21, 2014. The results of this report show several easements granted within the boundaries, but it does not contain any evidence that there are any long-term commitments for the property to remain as open space. Please refer to the attached map for information on location of the easements on the property.

NORTH AMERICAN TITLE INSURANCE COMPANY

North American Title Company
6965 Union Park Center, Suite 240
Cottonwood Heights, UT 84047
Phone: 801-566-3066

COMMITMENT FOR TITLE INSURANCE

North American Title Insurance Company

Order Number: 4756220
Reference Number: 40904-14-05279

Schedule A

1. Effective Date: 03/27/2014 at 8:00 AM

2. Policy or Policies to be issued:

   A. Policy to be Insured:
   2006 Owners Policy
   Proposed Insured:
   Amount of Insurance:
   Premium: $
   Endorsements:
   Endorsement Amount: $

   B. Policy to be Issued:
   2006 Loan Policy
   Proposed Insured:
   Amount of Insurance:
   Premium: $
   Endorsements:
   Endorsement Amount: $

3. The estate or interest in the land described or referred to in this Commitment is

   Fee Simple

4. Title to the estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:

   Municipal Building Authority of The City of South Jordan, Utah, a non-profit corporation

Countersigned:

North American Title Company
6965 Union Park Center, Suite 240
Cottonwood Heights, UT 84047

This Commitment is invalid unless Schedules B and Cover are attached.

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ALTA Commitment (6-17-06)

5. The land referred to in this Commitment is situated in the County of Salt Lake, State of Utah, and described as follows:

See Exhibit "A" attached hereto, and by this reference made a part hereof:

The address of said property is: 692 West South Jordan Parkway, South Jordan, UT 84095

Schedule B Section 1
Requirements

Requirements:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.

2. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractors, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.

4. Pay all premiums, fees and charges for this report, and any Policy issued hereunder.

5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this commitment who will receive an interest in the land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.

NOTICE TO APPLICANT: The land covered herein may be served by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this report or insured under a Title Insurance Policy issued hereunder.

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Schedule B Section 2
Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. Any Service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.

8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or Mortgage thereon covered by this Commitment.

Exception Numbers 1 through 8 will not appear in any Extended Coverage Mortgage Policy to be issued hereunder.

9. Taxes for the year 2014 now a lien, not yet due. Tax ID No. 27-14-276-027. (2013 Taxes were exempt.)

10. Subject to any and all re-assessments by the County Treasurer, by reason of an incorrect assessment during a previous year.

11. Said property is included within the incorporated city limits of South Jordan City, and is subject to any special assessments for improvements or services as may be therein provided. For information and status on accounts call: 254-3742.

12. Said property is included within the boundaries of South Valley Sewer District, and is subject to the charges and assessments thereof.

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ALTA Commitment (6-17-06)

Schedule B Section 2
Exceptions continued

13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

14. Any water rights or claims or title to water in or under the land.

15. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantee: UTAH POWER & LIGHT COMPANY
    Recorded: March 6, 1957
    Entry No.: 1528452
    Book/Page: 1394/524

16. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantee: UTAH POWER & LIGHT COMPANY
    Recorded: March 6, 1957
    Entry No.: 1528461
    Book/Page: 1394/533

17. EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantee: UTAH POWER & LIGHT COMPANY
    Recorded: March 6, 1957
    Entry No.: 1528462
    Book/Page: 1394/534

18. RIGHT OF WAY EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantee: THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY
    Recorded: April 7, 1959
    Entry No.: 1646201
    Book/Page: 1601/643

19. RIGHT OF WAY AND EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantee: UTAH POWER & LIGHT COMPANY
    Recorded: August 5, 1966
    Entry No.: 2166493
    Book/Page: 2483/85

20. A RIGHT OF WAY AND EASEMENT AND CONDITIONS CONTAINED THEREIN:
    Grantee: MOUNTAIN FUEL SUPPLY COMPANY
    Recorded: January 13, 1970
    Entry No.: 2316989
    Book/Page: 2821/228

21. EASEMENT AND RIGHT OF WAY AND CONDITIONS CONTAINED THEREIN:
    Grantee: SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1
    Recorded: November 25, 1975
    Entry No.: 2763802
    Book/Page: 4037/110

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ALTA Commitment (6-17-06)

Schedule B Section 2
Exceptions continued

22. EASEMENT AND RIGHT OF WAY AND CONDITIONS CONTAINED THEREIN:
    Grantee: GEORGE DAVID HARMAN ET AL.
    Recorded: January 24, 1980
    Entry No.: 3392307
    Book/Page: 5033/338

23. Conditions, Restrictions and Easements, as contained in that certain Quit Claim Deed, recorded March 7, 1985 as Entry No. 4058569 in Book 5635 at Page 197.

24. Conditions, Restrictions and Easements, as contained in that certain Quit Claim Deed, recorded April 17, 1986 as Entry No. 4231721 in Book 5757 at Page 369.

    The effect, if any, of a "Release of Easement", recorded September 1, 2005 as Entry No. 9479183 in Book 9182 at Page 9228, and recorded September 1, 2005 as Entry No. 9479184 in Book 9182 at Page 9230 of Official Records

25. WATER LINE EASEMENT AND RIGHT OF WAY AND CONDITIONS CONTAINED THEREIN:
    Grantee: SOUTH JORDAN CITY
    Recorded: January 29, 1998
    Entry No.: 6849599
    Book/Page: 7865/1189

26. EASEMENT AND RIGHT OF WAY AND CONDITIONS CONTAINED THEREIN:
    Grantee: UTAH DEPARTMENT OF TRANSPORTATION
    Recorded: March 9, 2001
    Entry No.: 7840187
    Book/Page: 8432/6999

27. DEED OF TRUST
    Trustor: James C. Blair, III
    Trustee: Metro National Title
    Beneficiary: George E. Harman and Joyce E. Harman, as Trustees or their successors in trust, of the G & J Harman Family Trust dated November 22, 1993
    Amount: $282,124.00, plus interest
    Dated: February 24, 1995
    Recorded: February 28, 1995
    Entry No.: 6030816
    Book/Page: 7108/1932

28. DEED OF TRUST
    Trustor: Mulligans Golf and Games South, Inc.
    Trustee: Metro National Title
    Beneficiary: Forrest Hancock and Renae Hancock, Trustees of the Hancock Family Trust, dated January 30, 1984
    Amount: $347,693.34, plus interest
    Dated: August 12, 1996
    Recorded: August 20, 1996
    Entry No.: 6434248
    Book/Page: 7469/2069

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ALTA Commitment (6-17-06)

Schedule B Section 2
Exceptions continued

29. EASEMENT AND RIGHT OF WAY AND CONDITIONS CONTAINED THEREIN:
    Grantee: SOUTH VALLEY SEWER DISTRICT
    Recorded: February 14, 2005
    Entry No.: 9299197
    Book/Page: 9094/1868

30. DEED OF TRUST, ASSIGNMENT OF RENTS
    AND SECURITY AGREEMENT
    Trustor: The Municipal Building Authority of the City of South Jordan, Utah, a nonprofit corporation
    Trustee: First American Title Company
    Beneficiary: U.S. Bank, N.A., as Trustee
    Amount: $9,390,000.00, plus interest
    Dated: October 1, 2002
    Recorded: October 24, 2002
    Entry No.: 8396779
    Book/Page: 8671/3175

    FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT and the terms, conditions and limitations contained therein:
    Recorded: September 13, 2005
    Entry No.: 9489294
    Book/Page: 9187/6396

31. Any matters that might be disclosed by an accurate survey of said premises.

32. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.

33. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

34. This report is for informational purposes only.

NOTE: For informational purposes only, a 24 month chain of title is provided: A review of the records contained in the County Recorder's Office was conducted to the effective date of this commitment as shown in Schedule "A" herein and the following Deeds of Conveyance and/or Real Estate Purchase Contracts were found: None.

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ALTA Commitment (6-17-06)

Exhibit "A"
(Legal Description)

Beginning South 89°29'36" West 976.72 feet and North 178.47 feet and North 3°05'16" East 3.48 feet from the East 1/4 corner of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; North 3°05'16" East 214.42 feet; North 12°14'57" West 267.60 feet; North 77°39'23" East 10 feet; North 12°30'37" West 81.10 feet; North 84°37'17" East 155.30 feet; North 23°47'01" West 555.53 feet; North 60°01'17" West 23.56 feet; South 88°01°19" West 204.72 feet; Northeasterly along a 486 foot radius curve to the right 35.02 feet; North 16°02'44" East 74.50 feet; Northeasterly along a 514 foot radius curve to the left 137.61 feet; North 0°42'23" East 346.22 feet; Northeasterly along a 286 foot radius curve to the right 165.24 feet; Northeasterly along a 60 foot radius curve to the left 22.66 feet; North 6°00'46" East 2.86 feet; North 88°17'43" East 122.49 feet; North 89°15'03" East 74.17 feet; South 89°06'34" East 43.87 feet; South 88°55'57" East 69.25 feet; South 89°15'58" East 140.87 feet; South 88°26'22" East 236.52 feet; South 88°45'37" East 252.61 feet; South 88°47'31" East 107.39 feet; South 88°41'06" East 99.83 feet; South 87°32'40" East 49.14 feet; North 89°49'44" East 47.95 feet; South 87°36'23" East 73.09 feet; South 87°56'44" East 150 feet; South 87°45'24" East 65.32 feet; South 5°51'19" East 1699.63 feet; Southeasterly along a 1072 foot radius curve to the right 175.99 feet (Chord South 1°09'08" East 175.79 feet); South 3°33'03" West 26.69 feet to North right of way line of 10600 South Street; North 79°16'48" West 181.79 feet; North 87°44'49" West 120.98 feet; South 88°54'21" West 192.33 feet; South 89°28'11" West 678.32 feet; Northwesterly along a 3221.93 foot radius to the right 307.73 feet to beginning.

The following is shown for information purposes only: 27-14-276-027

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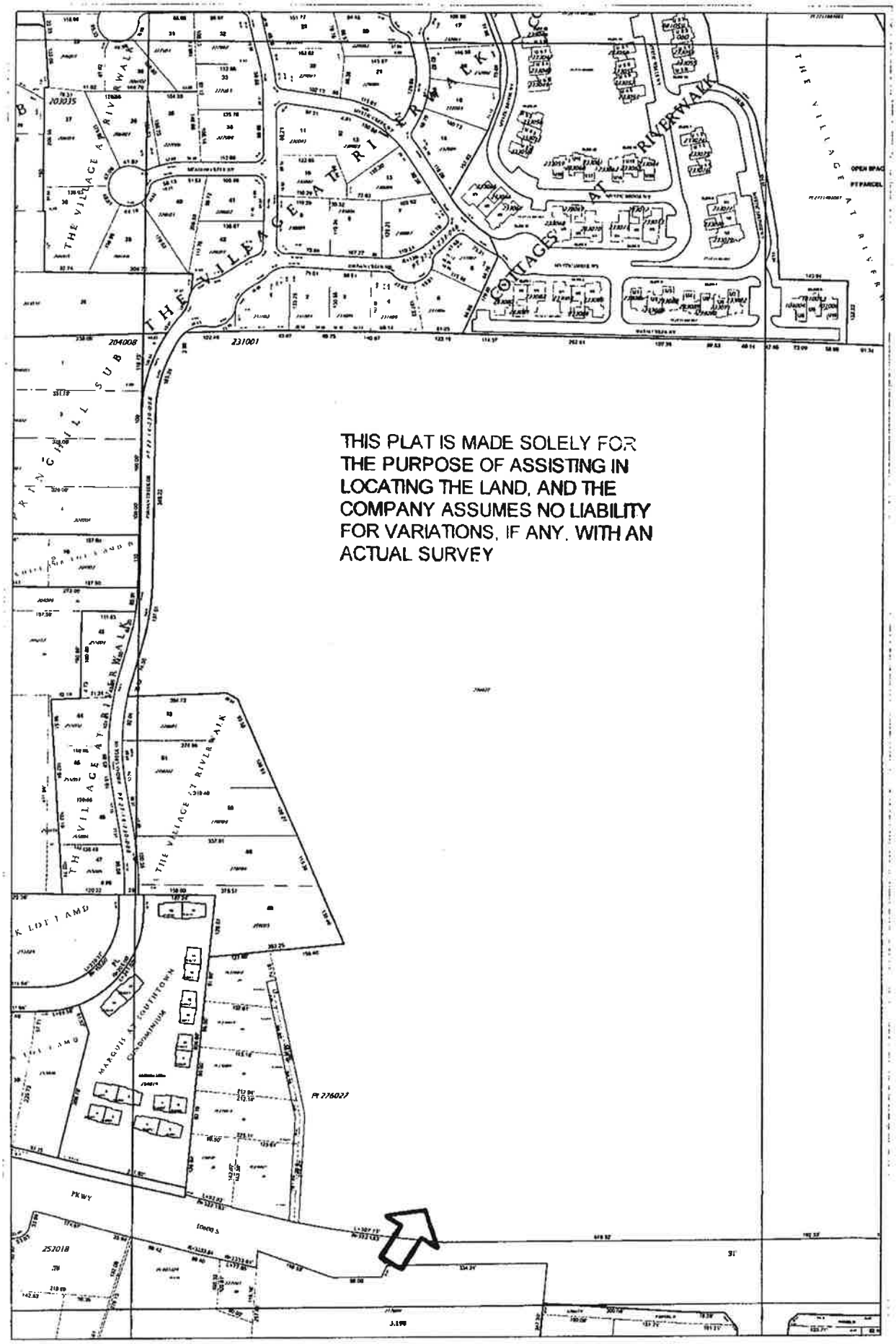


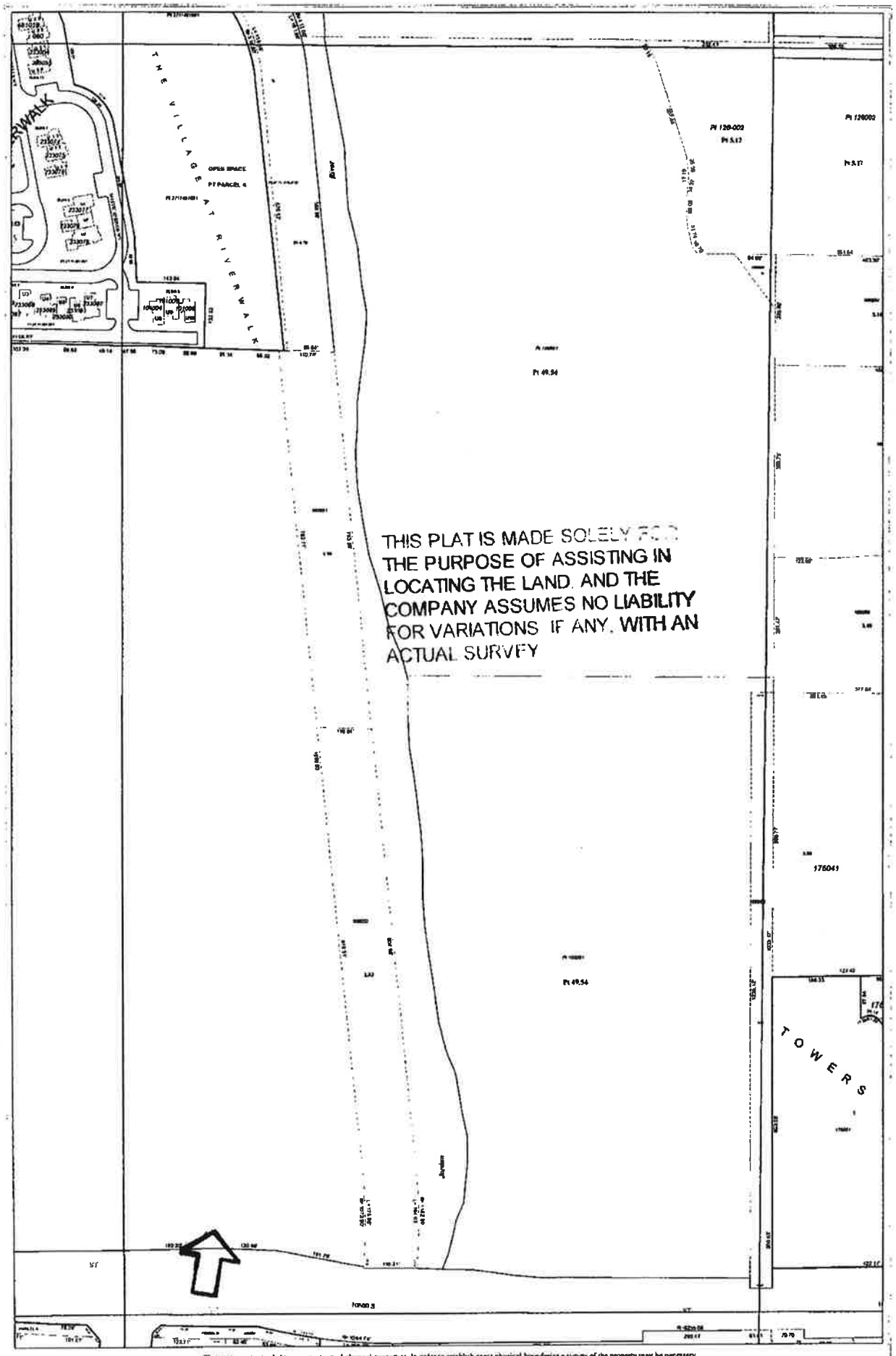
Prepared and published by
Salt Lake County Recorder
Gary Ott
2001 S. State Street #N1600
Salt Lake City, Utah 84190
801-468-3391
http://slcorecorder.slco.org/

N
W E
S

E 1/2 NE 1/4 Sec 14 T3S R1W
SALT LAKE COUNTY, UTAH
Friday, October 24, 2008

Scale 1"=100'
0 100' 200'
Feet

27-14-22



This map is not intended to represent actual physical properties. In order to establish exact physical boundaries a survey of the property may be necessary

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Gary Ott
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Salt Lake City, Utah 84190
801-468-2791
http://slcrecorder.slcdivs.com/

W 1/2 NW 1/4 Sec 13 T3S R1W
SALT LAKE COUNTY, UTAH
3/28/2013

Scale 1"=100'
0 100 200
Feet

27-13-11

#15

2-49 500
102756

1529452

BOOK 1394 PAGE 524

(Utah Individual)

TRANSMISSION LINE EASEMENT

9.

Lewis P. Burbidge, and Myrle Burbidge,

his wife, Grantors, of Salt Lake County, Utah, do hereby convey and warrant to **UTAH POWER & LIGHT COMPANY**, a corporation, its successors in interest and assigns, Grantee, for the sum of One ($1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission, distribution, telephone and telegraph circuits of the Grantee, and one two pole structure, ~~two pole towers~~ and 4 ~~one three pole structure~~ guy anchors with the necessary guys, stubs, cross arms, braces and other attachments affixed thereto, for the support of said circuits, on, under, over, through, and across a tract of land fifty (50) feet in width, located in Salt Lake County, Utah, and being twenty-five (25) feet on each side of the following described center line:

Beginning at the north boundary line fence of the grantors' land at a point 565 feet south and 535 feet west, more or less, from the northeast corner of Section 14, T.3 S., R.1 W., S.L.M., thence S.13°51'E. 771 feet, thence S.5°12'W. 18 feet to the south boundary line fence of said land and being in the E 1/2 of the NE 1/4 of said Section 14.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantors, this 30th day of November, A. D. 19 56.

Witness: Lewis P. Burbidge

Myrl Burbidge

STATE OF UTAH,
County of SALT LAKE } ss.

On the 30th day of November, 1956, A. D., personally appeared before me, Lewis P. Burbidge, and Myrl Burbidge, his wife the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Notary Public.

My Commission expires:
November 8, 1959

Residing at Salt Lake City, Utah

File No.

APPROVED AS TO FORM AND REGULATION

WA.

Recorded MAR 6 1957 at 9:47a m.
Request of O.J. Lowe
Fee Paid. Hazel Taggart Chace,
Recorder, Salt Lake County, Utah
$ 1.30 By J Morsen Deputy
Ref. 612 Karns Bldg.

Grantor
Grantee
Book
Page Entry

#16

2-49 500 1528461 BOOK 1394 PAGE 533 (Utah Individual)

102956 1.70

TRANSMISSION LINE EASEMENT

11. George E. Harman and Joyce ~~E. Harman~~, his wife; and John D. Harman and Vera E. Harman, his wife, Grantors, of Salt Lake County, Utah, do hereby convey and warrant to **UTAH POWER & LIGHT COMPANY**, a corporation, its successors in interest and assigns, Grantee, for the sum of One ($1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission, distribution, telephone and telegraph circuits of the Grantee, and 2 two pole structures ~~xxxxxxxxxxxx~~ and no guy anchors with the necessary guys, stubs, cross arms, braces and other attachments affixed thereto, for the support of said circuits, on, under, over, through, and across a tract of land fifty (50) feet in width, located in Salt Lake County, Utah, and being twenty-five (25) feet on each side of the following described center line:

Beginning on the north boundary line of the grantors' land at a point 850 feet north and 395 feet west, more or less, from the east one quarter corner of Section 14, T.3 S., R.1 W., S.L.M., thence S.5°12'W. 658 feet, more or less, to the south boundary line fence of said land and being in the SE 1/4 of the NE 1/4 of said Section 14.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hands of the Grantors, this 1st day of December, A. D. 19 56.

Witness: [illegible]

George E. Harman
Mrs. Joyce E. Harman
John D. Harman
Mrs. Vera E. Harman

STATE OF UTAH,
County of SALT LAKE } ss.

On the 1st day of December, 1956, A. D., personally appeared before me, George E. Harman and Joyce E. Harman, his wife; and John D. Harman and Vera E. Harman, his wife the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

[illegible]
Notary Public.

My Commission expires:
November 8, 1959

Residing at SALT LAKE CITY, UTAH

File No.

Recorded MAR 6 1957 at 9:47 a m.
Request of O. J. Lowe
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
$ 1.70 By H Monson Deputy
Ref.
612 Kearns Bldg.

Platted
Map
Indexed Grantor
Grantee
Photo
Abstract Notes

#17

2-49 500 1528462 BOOK 1394 PAGE 534 (Utah Individual)

102756

TRANSMISSION LINE EASEMENT

10.

Wm. R. Soffe and Lucy A. Soffe,

his wife, Grantor.s, of Salt Lake County, Utah, do.... hereby convey.. and warrant.. to **UTAH POWER & LIGHT COMPANY**, a corporation, its successors in interest and assigns, Grantee, for the sum of One ($1.00) Dollar and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, inspection, relocation and replacement of the electric transmission, distribution, telephone and telegraph circuits of the Grantee, and no poles ~~xxxxxxxxxxxxxxxx~~ and no guy anchors with the necessary guys, stubs, cross arms, braces and other attachments affixed thereto, for the support of said circuits, on, under, over, through, and across a tract of land fifty (50) feet in width, located in Salt Lake County, Utah, and being twenty-five (25) feet on each side of the following described center line:

Beginning at the north boundary line fence of the grantors' land at a point 1330 feet south and 350 feet west, more or less, from the northeast corner of Section 14, T.3 S., R.1 W., S.L.M., thence S.5°12'W. 454 feet, more or less, to the south boundary line of said land and being in the SE 1/4 of the NE 1/4 of said Section 14.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

WITNESS the hand.s. of the Grantor.s., this 29th day of November, A. D. 1956.

Witness: [illegible] Wm R Soffe

[illegible] Lucy A Soffe

STATE OF UTAH,
County of SALT LAKE } ss.

On the 29th day of November, 1956, A. D., personally appeared before me, Wm. R. Soffe and Lucy A. Soffe, his wife the signer.s of the foregoing instrument, who duly acknowledged to me that they executed the same.

[illegible]
Notary Public.

My Commission expires:
November 8, 1959

Residing at SALT LAKE CITY, UTAH

File No.

ABB

WA

Recorded MAR 6 1957 at 9:47 a. m.
Request of O. J. Lowe
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
$ 1.30 By A Monson Deputy
Ref.
612 Kearns Bldg.

Plotted

Indexed Grantor
Grantee

Photo.
Abstract Notes

#18

1646201 BOOK 1601 PAGE 643

FORM 3390

Correct: Philip A. Dent
Right Of Way Engineer

Approved: PER Ansel H. Pratt
State Plant Engineer

THE UNDERSIGNED, for and in consideration of One and no/100 Dollars ($ 1.00) in hand paid, the RECEIPT whereof is hereby confessed and acknowledged, hereby (grants) (grant) unto THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, poles, anchors, cables, wires and fixtures upon, under, over and across the property owned by the UNDERSIGNED, or in which the UNDERSIGNED (has) (have) any interest in the following:

Com. 100 ft. N from the E¼ corner of Section 14, T 3 S, R 1 W, SLB&M., th. E 594 ft., NW'ly along Jordan River to a point 80 rods S from the N line of Section 14, W 559.84 ft., S 28° W 2.35 chs., S 18° W 1½ chs., S 35° E 1 chs., S 68° E 1.4 chs., S 48° E 2 chs., S 84° 30' W 13.3 chs., N 24° W 8.3 chs., W 5.9 chs., S 6.24 chs., W 6.36 chs., S 9.26 chs., E'ly along County Road to beg. 62.17 acres.

County of Salt Lake, and State of Utah and upon and along the roads, streets, alleys or highways adjoining the said property, with the right to permit the attachment of the wires and fixtures of any other company, the right to trim any brush and trees so as to keep such brush and trees cleared at least four feet from all wires, and the right to set the necessary guy and brace poles and anchors, and to attach thereto necessary guy wires.

IN WITNESS WHEREOF these presents have been executed by the UNDERSIGNED, this 31st day of March, A. D. 19 59, at #950 West 10600 South Street, Riverton, Utah.

Witnesses: Philip A. Dent

John H. Harman
George E. Harman (son)
(Grantors)

County

Reception No. .....

M.S.T.&T.Co.

Right of way No. 43271

This space for use of
County Clerk and Recorder

STATE OF UTAH }
COUNTY OF Salt Lake } SS
ON THIS 31st DAY OF March AD. 1959
PERSONALLY APPEARED BEFORE ME John D. & George E. Harman
THE SIGNER OF THE WITHIN INSTRUMENT, WHO DULY
ACKNOWLEDGED TO ME THAT they EXECUTED THE
SAME.
Philip A. Dent
NOTARY PUBLIC

RIGHT OF WAY

from

John Dewey Harman

George E. Harman

to

THE MOUNTAIN STATES TEL. & TEL. CO.

Lots or Tract .....

Block or Section Sec's. 13 & 14

Subdivision or Township T 3 S

Grant or Range R 1 W

Job No. U-9-5213 Sheet 1

Exchange Midvale

Line & No. .....

Pole Numbers .....

Joint Ownership % .....

Recorded APR 7 1959 at 4:31 9 m.
Request of M. S. T. & T.
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
$ 1.50 By ..... Deputy
Ref. .....

MAIL TO
Box 959 Mr. M. A. DENT
The Mountain States Telephone and Telegraph Co.

City Salt Lake City State Utah

Attention Engineering Dept.

Plant Records Posted:

Date ..... By .....

#19

2166493
BOOK 2483 PAGE 85

Recorded at Request of R. P. LAKIN, Trustee AUG 5 1966
at 9:539 AM Fee Paid $3.40 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah
By Dea Frodsham Dep. Date

WARRANTY DEED

also known as JOHN DEWEY HARMAN,

JOHN D. HARMAN and VERA E. HARMAN, his wife, and GEORGE E. HARMAN and JOYCE E. HARMAN, his wife, Grantors, of Salt Lake County, State of Utah, for Ten Dollars ($10.00) and other good and valuable consideration, hereby convey and warrant to UTAH POWER & LIGHT COMPANY, a corporation, Grantee, the following described tracts of land in Salt Lake County, State of Utah, to-wit:

1966

1966

1965

Beginning on the north boundary line of the Grantors' land at a point 823 feet north and 4875 feet east, more or less, from the west one quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian, thence South 5° 12' West 644.1 feet, being parallel to and 25 feet perpendicularly distant west from the center line of an existing transmission line easement, to the north boundary line of 10600 South Street, thence South 89° 12' West 110.6 feet along said north boundary line of 10600 South Street, thence North 5° 12' East 634.1 feet being parallel to and 110 feet perpendicularly distant west from the above-described east boundary line of this tract of land to the north boundary line of said Grantors' land, thence North 84° 07' East 112.1 feet along said north boundary line to the point of beginning, containing 1.61 acres, more or less, in the Southeast 1/4 of the Northeast 1/4 of said Section 14.

Reserving, however, to the Grantors, their successors and assigns, the right to cross over said premises for ingress and egress to adjoining premises owned by Grantors; provided, that such right shall be limited to those areas not occupied by poles, towers or similar improvements placed on the premises by the Grantee.

WITNESS the hands of said Grantors this 5th day of August, 1966.

John D Harman
Vera E. Harman
George E. Harman
Joyce E. Harman

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 5th day of August, 1966, personally appeared before me JOHN D. HARMAN and VERA E. HARMAN, his wife, and GEORGE E. HARMAN and JOYCE E. HARMAN, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My commission expires:
Nov. 13, 1967

#20

2316989 BOOK 2821 PAGE 228

Recorded JAN 13 1970 at 8:39 a.m.
Request of MOUNTAIN FUEL SUPPLY CO.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
$ 2.80 By [illegible] Deputy

RIGHT OF WAY AND EASEMENT GRANT

Ronald E. Soffe and Mary Jo Soffe, his wife, Vaughn C. Soffe and Mary J. Soffe, his wife
Carlos R. Soffe and Gloria G. Soffe, his wife,
Grantors, of Salt Lake County, State of Utah, do hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, Grantee, its successors and assigns, for the sum of One and No/100 - - - - DOLLARS ($1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities"), said right of way being situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

Beginning at a point 1320 feet North and 714.80 feet East from the center of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point being on the West line of Grantors' property, thence North 16.50 feet, thence East 405 feet, thence South 1.50 feet, thence East 44 feet, thence South 15 feet, thence West 449 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantors shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantors shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this 7th day of January, 1970

Ronald E. Soffe
Ronald E. Soffe

Carlos R. Soffe
Carlos R. Soffe

Mary Jo Soffe

Vaughn C. Soffe
Vaughn C. Soffe

Gloria G. Soffe

Mary J. Soffe

STATE OF UTAH
County of Salt Lake } ss.

On the 7th day of January, 1970, personally appeared before me Ronald E. Soffe and Mary Jo Soffe his wife, Vaughn C. Soffe and Mary J. Soffe his wife and Carlos R. Soffe and Gloria G. Soffe his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Michael G. Fletcher
Notary Public

My Commission expires:
October 1, 1972

Residing at Davis County

RW-2. SL 5-61

#21

2763802

Recorded NOV 25 1975 at ___ ___ M.
Request of W. S. Mikelson
KATIE ...

EASEMENT

REF. ...

For the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowleded, the undersigned GRANTORS hereby grant, convey, and set over unto Salt Lake County Sewerage Improvement District No. 1, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter call FACILITIES, said right-of-way and easement being situate in Salt Lake County, State of Utah over and through a parcel of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION

The above-described tract, insofar as it extends within the boundary of the grantor's property, contains 0.551 acres, more or less.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such facility shall be maintained, with the right of ingress and egress in said Grantee, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove, and replace said facilities. From and after the date of this easement, the Grantee shall cause to be restored all property through which any future work traverses, to as near its original condition as is reasonably possible. Grantor shall have the right to use said premises except for the purpose of which this right-of-way and easement is granted

to said Grantee provided such use shall not interfere with the facilities or with the discharge and conveyency of sewerage through said facilities or any other rights granted to the Grantee hereunder.

GRANTORS shall not build or construct or permit to be built or constructed any building over or across said right-of-way without the prior written consent of the Grantee. The right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the Grantors and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement, this 10 day of November, 1975.

George E. Harman
GEORGE E. HARMAN

Joyce E. Harman
JOYCE EMERY HARMAN, his wife

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

On this 10 day of November, 1975, personally appeared before me George E. Harman and Joyce Emery Harman, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Bruce S. Wells
Notary Public
Residing at: South Jordan

My Commission Expires:
5-1978

BOOK 4037 PAGE 113

Part of the Northeast quarter of Section 14, T.3S., R.1W., Salt Lake Base and Meridian.

BEGINNING on the South line of said Northeast quarter, at a point lying Westerly 1395 feet, more or less, from the East quarter corner of said Section 14, and running thence N. 23° 13' E. 90 feet; thence N. 59° 49' 57" E. 417 feet; thence N. 16° 15' E. 140 feet; thence N. 13° 30' W. 350 feet; thence N. 24° 30' W. 395 feet; thence N. 26° 15' W. 400 feet; thence N. 71° 00' W. 125 feet; thence N. 11° 00' E. 310 feet; thence N. 6° 15' W. 400 feet; thence N. 1° 00' W. 400 feet; thence N. 32° 15' W. 20 feet, more or less, to a point on the North line of said Section 14, lying Easterly 1125 feet, more or less, from the North quarter corner of said Section.

Tract No. NE14-1
Owner: John L. and Alta Parr
Permanent Easement: 0.143 acs. (312 l.f.)

Tract No. NE14-2
Owner: George E. and Joyce E. Harman
Permanent Easement: 0.551 acs. (1200 l.f.)

Tract No. NE14-3
Owner: Ronald E. Soffe, Vaughn C. Soffe and Carlos R. Soffe
Permanent Easement: 0.009 acs. (20 l.f.)

Tract No. NE14-4
Owner: Forrest and Renae Hancock
Permanent Easement: 0.381 acs. (830 l.f.)

Tract No. NE14-5
Owner: Leo D. Palmer
Permanent Easement: 0.271 acs (590 l.f.)

BOOK 4037 PAGE 112

#22

3392307

JAN 24 11 13 AM '80

KATIE [illegible] RECORDER SALT LAKE CO. UTAH

Evelyn Thompson

George E. Harman

6081

EASEMENT

GEORGE E. HARMAN and JOYCE E. HARMAN, his wife, Grantors, for good and valuable consideration, do hereby grant to GEORGE DAVID HARMAN, VALERIE HARMAN, JOHN MICHAEL HARMAN, STEVEN REX HARMAN, JOEL WILLARD HARMAN and ROBERT ERIC HARMAN, Grantees, an easement and right of way over the following described property to be used for roadway purposes, water, sewer, power and other utilities. Said tract of property is located in Salt Lake County, State of Utah, and is described as follows:

> BEGINNING at a point located on the North right of way of 10600 South Street, said point being 976.59 feet West and 170.58 feet North from the East quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence: (said description is the center line of a 20.0 foot wide right of way) N 3°09'05" E 218.65 feet, thence N 12°20'37" W 286.91 feet to the terminus of said right of way.

84084 W. 10600 So. So. Jordan 84065

IN WITNESS WHEREOF this easement signed on the 21st day of January, 1980.

George E. Harman
GEORGE E. HARMAN

Joyce E. Harman
JOYCE E. HARMAN, his wife

STATE OF UTAH)
:ss
County of Salt Lake)

On the 21st day of January, 1980, personally appeared before me, GEORGE E. HARMAN and JOYCE E. HARMAN, his wife, the signers of the foregoing instrument who duly acknowledged to me that they executed same.

NOTARY PUBLIC COMMISSION EXPIRES

Everett E. Dahl
NOTARY PUBLIC

My Commission expires:
August 3, 1981

Residing at:
Midvale, Utah

BOOK 5123 PAGE 338

EVERETT E. DAHL
ATTORNEY AT LAW
760 EAST CENTER STREET
(SUITE 2)
MIDVALE, UTAH 84047

#23

85-5232

4058569

Quit Claim Deed

Ref. Parcel No. 1746:7:Q
Project No. SP-1746

Salt Lake County

The UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND RECREATION, by its duly appointed Director, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to George E. Harman and Joyce Emery Harman, Grantee, at Riverton, County of Salt Lake, State of Utah, zip 84065, for the sum of Ten Dollars, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A tract of land situate in the SE¼NE¼ of Section 14, T. 3 S., R. 1 W., S.L.B.& M. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the easterly line of the "old" U.P.& L. Corridor and the northerly boundary line of said tract at a point approximately 684.30 ft. north and 347.43 ft. west from the E¼ Corner of Section 14, T. 3 S., R. 1 W., S.L.B.& M.; thence S. 5°12' W. 644.1 ft. along said easterly line; thence S. 89°12' W. 110.6 ft. along the northerly right of way line of 10600 South Street; thence N. 5°12' E. 634.1 ft. along the westerly line of said corridor; thence N. 84°07' E. 112.1 ft. along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah State Parks and Recreation.

The above described tract of land contains 1.61 acres, more or less.

Together with and subject to any and all easements, restrictions, and rights of way appearing of record or enforceable in law and equity.

Junkyards, as defined in 23 USC, Section 136, shall not be establised or maintained on this tract.

Grantor will install on or before development a 4 ft. (four foot) field fence, complete with two strands of barbwire and one 10 ft. (ten foot) gate. The gate location is to be determined by grantee. Grantor will also provide a 18" diameter culvert and ditch to grantees' property from the Jordan River for stock watering. Location of culvert will be determined by Grantee.

848 W. 10600 S. S. Jordan UT 84065

00

MAR 7 11 54 AM '85

George Harman
NEW OF
REP

REBECCA GRAY

RECORDED
SALT LAKE COUNTY,
UTAH

BOOK 5635 PAGE 197

Ref. Parcel No. 1746:7:Q
Project No. SP-1746

IN WITNESS WHEREOF, the said DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND RECREATION has caused this instrument to be executed this 20 day of Feb., A.D., 1985.

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

UTAH DEPARTMENT OF NATURAL RESOURCES,

By Dee C. Hansen
Executive Director

DIVISION OF PARKS AND RECREATION

By Ross B. Elliott
Director

APPROVED DEPARTMENT OF FINANCE

By Garrett Harry 25 Feb 85
for Director

APPROVED AS TO FORM

By Doug Credille
Assistant Attorney General

On the date first above written personally appeared before me, Ross B. Elliott, who by me duly sworn did say that he is the Utah State Parks Director, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND RECREATION.

My Commission expires: March 9, 1988

Andrew J. Anderson
Notary Public

ANDREW J. ANDERSON NOTARY PUBLIC STATE OF UTAH

Prepared by E.J.K. 10/15/84

BOOK 5635 PAGE 198

#24

4231721

Quit Claim Deed

Ref. Parcel No. 1746:6:Q
Project No. SP-1746

Salt Lake County

The UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND RECREATION, by its duly appointed Director, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to Forrest Hancock and Renae Hancock, Trustee of the Hancock Family Trust, Grantee, at South Jordan 84065 10357 S. 1000 W., County of Salt Lake, State of Utah, zip 84065, for the sum of _____ Dollars, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A tract of land situate in the SE¼NE¼ of Section 14, T. 3 S., R. 1 W., S.L.B.& M. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the easterly line of the "old" U.P.& L. Corridor and a northerly boundary line of said tract at a point approximately 2003.62 ft. north and 502.34 ft. west from the E¼ Corner of Section 14, T. 3 S., R. 1 W., S.L.B.& M.; thence N. 89°05' W. 113.8 ft. along said northerly line; thence S. 13°51' E. 761.3 ft. along the westerly line of said corridor; thence S. 80°11' E. 111.6 ft. along the south boundary line of said tract; thence Northerly along the easterly line of said corridor the following two (2) courses: N. 5°12' E. 23.9 ft.; thence N. 13°51' W. 774.5 ft. to the point of beginning as shown on the official map of said project on file in the office of the Utah State Parks and Recreation.

The above described tract of land contains 1.99 acres., more or less.

Together with and subject to any and all easements, restrictions, and rights of way appearing of record or enforceable in law and equity.

Junkyards, as defined in 23 USC, Section 136, shall not be established or maintained on this tract.

Grantor agrees to install new field fence with a 10' access gate, location to be determined by Grantee on or before the time of development of trails for Parkway. The Grantor also agrees to provide an 18" culvert from the river to Grantees property for stock watering purposes. Culvert to be installed at an elevation capable of conveying water during low flows of the river.

BOOK 5757 PAGE 369

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY
UTAH

APR 17 3 53 PM '86

REQ OF Grantee
$ _____ DEP _____

600 Penni Koroloogos

Ref. Parcel No. 1746:6:Q
Project No. SP-1746

IN WITNESS WHEREOF, the said DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND RECREATION has caused this instrument to be executed this 20 day of Feb., A.D., 1985.

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

UTAH DEPARTMENT OF NATURAL RESOURCES,

By Dee C. Hansen
Executive Director

DIVISION OF PARKS AND RECREATION

By Ross B. Elliott
Director

APPROVED DEPARTMENT OF FINANCE

By Kenneth Jensen 25 Feb 85
for Director

APPROVED AS TO FORM

By Doug Fredille
Assistant Attorney General

On the date first above written personally appeared before me, Ross B. Elliott, who by me duly sworn did say that he is the Utah State Parks Director, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND RECREATION.

My Commission expires: March 9, 1988

Notary Public

BOOK 5757 PAGE 370

Prepared by E.J.K. 10/4/84

9479183
9/1/2005 1:18:00 PM $13.00
Book - 9182 Pg - 9228-9229
Gary W. Ott
Recorder, Salt Lake County, UT
SURETY TITLE
BY: eCASH, DEPUTY - EF 2 P.

WHEN RECORDED RETURN TO:

Name: SURETY TITLE AGENCY
Address: 1665 WEST 10600 SOUTH
SOUTH JORDAN, UT 84095

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the following easement be terminated as described below:

Utah Department of Natural Resources, Division of Parks and Recreation, in favor of Forrest Hancock and Renae Hancock, Trustees of the Hancock Family Trust, wherein the Grantor agrees to install new field fence with a 10' access gate, location to be determined by Grantee on or before the time of development of trails for Parkway. The Grantor also agrees to provide an 18" culvert from the river to Grantees property for stock watering purposes. Culvert to be installed at an elevation capable of conveying water during low flows of the river; dated February 20, 1985, recorded April 17, 1986, Book 5757, Page 369, Entry No. 4231721

The above stated grantees hereby declare that the easement be fully released, satisfied and discharged; and in consideration thereof the said grantees do hereby release and quitclaim unto the current property owner(s) the premises thereby described below in Salt Lake County, State of Utah.

LEGAL DESCRIPTION:
Attached Exhibit "A"

WITNESS, our hand(s) this 26 day of AUGUST, 2005.

HANCOCK FAMILY TRUST

Forrest Hancock
FORREST HANCOCK, TRUSTEE

STATE OF UTAH
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 26 day of AUGUST, 2005, by FORREST HANCOCK, TRUSTEE OF THE HANCOCK FAMILY TRUST the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

My commission expires _____. Witness my hand and official seal.

Notary Public

JENNIFER ROBERT
NOTARY PUBLIC • STATE of UTAH
862 EAST 375 NORTH
OREM, UT 84097
COMM. EXP. 11-4-2007

File Number: 85399-JR
Surety Title Agency
Release of EASEMENT – Individual Signor(s)
Page 1 of 2

EXHIBIT A

A tract of land situate in the SE Quarter NE Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the Easterly line of the "old" Utah Power and Light Corridor and a Northerly boundary line of said tract at a point approximately 2003.62 feet North and 502.34 feet West from the East Quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 89 Degrees 05' West 113.8 feet along said Northerly line; thence South 13 Degrees 51' East 781.3 feet along the Westerly line of said corridor; thence Northerly along the Easterly line of said corridor the following two (2) courses: North 5 Degrees 12' East 23.9 feet; thence North 13 Degrees 51' West 774.5 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah State Parks and Recreation.

27-14-226-021
27-14-226-022

9479184
9/1/2005 1:18:00 PM $13.00
Book - 9182 Pg - 9230-9231
Gary W. Ott
Recorder, Salt Lake County, UT
SURETY TITLE
BY: eCASH, DEPUTY - EF 2 P.

WHEN RECORDED RETURN TO:

Name: SURETY TITLE AGENCY
Address: 1665 WEST 10600 SOUTH
SOUTH JORDAN, UT 84095

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, the following easement be terminated as described below:

Utah Department of Natural Resources, Division of Parks and Recreation, in favor of Forrest Hancock and Renae Hancock, Trustees of the Hancock Family Trust, wherein the Grantor agrees to install new field fence with a 10' access gate, location to be determined by Grantee on or before the time of development of trails for Parkway. The Grantor also agrees to provide an 18" culvert from the river to Grantees property for stock watering purposes. Culvert to be installed at an elevation capable of conveying water during low flows of the river; dated February 20, 1985, recorded April 17, 1986, Book 5757, Page 369, Entry No. 4231721

The above stated grantees hereby declare that the easement be fully released, satisfied and discharged; and in consideration thereof the said grantees do hereby release and quitclaim unto the current property owner(s) the premises thereby described below in Salt Lake County, State of Utah.

LEGAL DESCRIPTION:
Attached Exhibit "A"

WITNESS, our hand(s) this _____ day of AUGUST, 2005.

HANCOCK FAMILY TRUST

_____
FORREST HANCOCK, TRUSTEE

_____
~~RENAE HANCOCK~~, TRUSTEE

Notary Public
DONNI WOODS
3189 W 1750 N
Vernal, UT 84078
My Commission Expires
March 31, 2008
State of Utah

STATE OF UTAH
COUNTY OF Uintah

The foregoing instrument was acknowledged before me this 26 day of AUGUST, 2005, by ~~FORREST HANCOCK, TRUSTEE and~~ RENAE HANCOCK, TRUSTEE, OF THE HANCOCK FAMILY TRUST the signer(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

My commission expires 3-31-08. Witness my hand and official seal.

Donni Woods
Notary Public

File Number: 85399- JR
Surety Title Agency
Release of EASEMENT – Individual Signor(s)
Page 1 of 2

EXHIBIT A

A tract of land situate in the SE Quarter NE Quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the Easterly line of the "old" Utah Power and Light Corridor and a Northerly boundary line of said tract at a point approximately 2003.62 feet North and 502.34 feet West from the East Quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 89 Degrees 05' West 113.8 feet along said Northerly line; thence South 13 Degrees 51' East 781.3 feet along the Westerly line of said corridor; thence Northerly along the Easterly line of said corridor the following two (2) courses: North 5 Degrees 12' East 23.9 feet; thence North 13 Degrees 51' West 774.5 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah State Parks and Recreation.

27-14-226-021

27-14-226-022

#25

OCT-23-1997 09:07 8015539108 96% TOTAL P.02
P.02

6849599
01/29/98 1:45 PM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
11175 S REDWOOD RD
SOUTH JORDAN, UT 84095-8265
REC BY:R JORDAN ,DEPUTY - WI

6849599

When Recorded, mail to
South Jordan City
11175 South Redwood Road
South Jordan, Utah 84095

WATER LINE EASEMENT

Mulligan's
Of So. Jordan, County of Salt Lake, State of Utah, grantor,

hereby GRANTS and CONVEYS A PERPETUAL WATER LINE EASEMENT to

SOUTH JORDAN CITY, a Municipal Corporation, grantee

of South Jordan, County of Salt Lake, State of Utah
for the sum of DOLLARS,

A perpetual 20 foot water line easement, upon part of an entire tract of property situate in the Northeast quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, for the purpose of installation and maintenance of a water line, and appurtenant parts thereof.

The centerline of said easement is described as follows:

Beginning at a point South 89°29'36" West, 975.82 feet and North 194.40 feet from the East Quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence 372.80 feet along the arc of a 1794.35 foot radius curve to the left (chord bears South 83°21'55" East, 372.13 feet).

Situate in Salt Lake County, State of Utah.

Witness the hand of said grantor, this 28th day of October, 1997

Signed in the presence of

Don Branca
President

STATE OF UTAH,
County of Salt Lake } ss.

On the 28 day of October, 1997, personally appeared before me Don Branca, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

Notary Public Laurien Day
My commission expires 12-14-99 Address: Salt Lake County

LAURIEN DAY
NOTARY PUBLIC - STATE of UTAH
11175 S REDWOOD RD
SOUTH JORDAN, UT 84095
COMM. EXPIRES 12-14-1999

BK7865PG1189

OCT-23-1997 08:19 WILDING ENGINEERING P.02/02

#26

7840187
03/09/2001 01:26 PM NO FEE
Book - 8432 Pg - 6999-7001
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148440 ATT:J.R. PLUMHOF
SLC UT 84114-8440
BY: RDJ, DEPUTY - WI 3 P.

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

7840187

Affecting Tax ID Nos. 27-14-276-022 and 27-14-276-015

Easement

(CORPORATION)
Salt Lake County

Parcel No. 0151:71:E
Project No. SP-0151(1)0

Mulligan's Golf and Games South, Inc, a corporation of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of $10.00, Dollars, a perpetual easement, upon part of an entire tract of property in the SE¼NE¼ of Section 14 and in Lot 2 of Section 13, T. 3 S., R. 1 W., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing thereon cut and/or fill slopes and appurtenant parts thereof, incident to the widening and grading of 10600 South Street known as Project No. 0151. The boundaries of said part of an entire tract are described as follows:

Beginning at a point which is 297.705 meters (976.72 feet) S. 89°29'36" W. along the quarter section line and 54.398 meters (178.47 feet) north and 1.060 meters (3.48 feet) N. 03°05'16" E. from the East Quarter Corner of said Section 14 (Note: Said point of beginning is 17.955 meters (58.91 feet) radially distant northerly from the centerline of said project at Engineer Station 37+265.740; and running thence N. 03°05'16" E. 3.108 meters (10.20 feet) along the westerly boundary line of said entire tract; thence S. 80°23'31" E. 56.284 meters (184.66 feet); thence N. 07°57'39" E. 4.572 meters (15.00 feet); thence S. 83°06'18" E. 36.253 meters (118.94 feet); thence S. 05°49'44" W. 7.648 meters (25.09 feet) to the northerly right of way line of said project and a point which is 17.955 meters (58.91 feet) radially distant northerly from the centerline of said project at Engineer Station 37+359.999; thence Westerly 92.567 meters (303.70 feet) along the arc of a 982.045-meter (3221.93-foot) radius non-tangent curve to the right and along said northerly right of way line (Note: Chord to said curve bears N. 81°28'14" W. for a distance of 92.532 meters (303.58 feet)) to the point of beginning. The above described part of an entire tract contains 470.4 square meters (5063 square feet).

Continued on Page 2

BK8432PG6999

ALSO:

Beginning at a point which is 40.191 meters (131.86 feet) N. 00°03'01" E. along the section line and 99.525 meters (326.52 feet) east from the West Quarter Corner of said Section 13 (Note: said point of beginning is 29.457 meters (96.64 feet) perpendicularly distant northerly from the centerline of said project at Engineer Station 37+667.031); and running thence N. 88°34'25" E. 43.022 meters (141.15 feet) to a point which is 31.580 meters (103.61 feet) perpendicularly distant northerly from the centerline of said project at Engineer Station 37+710.000; thence S. 87°40'17" E. 10.132 meters (33.24 feet) to the easterly boundary line of said entire tract and a point which is 31.416 meters (103.07 feet) perpendicularly distant northerly from the centerline of said project at Engineer Station 37+720.131; thence Southerly 2.480 meters (8.14 feet) along the arc of a 326.746-meter (1072.00-foot) radius non-tangent curve to the right and along said easterly boundary line (Note: Chord to said curve bears S. 03°20'00" W. for a distance of 2.480 meters (8.14 feet)) to a point of tangency; thence S. 03°33'03" W. 8.135 meters (26.69 feet) along said easterly boundary line to the Southeast Corner of said entire tract; thence N. 79°16'48" W. 53.416 meters (175.25 feet) along the southerly boundary line of said entire tract to the point of beginning. The above described part of an entire tract contains 295.6 square meters (3182 square feet).

Total area is 766.0 square meters (8245 square feet).

(Note: Rotate above bearings 00°15'02" clockwise to equal highway bearings.)

(Note: To convert meters to feet, divide metric distances by 0.3048. Multiply square meters by 10.7639 to obtain square feet)

It is agreed hereby, that the Owners, by consent of the Utah Department of Transportation, shall have the right to lessen but not to increase the vertical distance or grade of said cut and/or fill slopes, after said slopes are constructed on the above described lands at the expense of said Utah Department of Transportation, thereafter said Utah Department of Transportation is relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said slopes and appurtenant parts thereof.

Continued on Page 3

3K8432PG7000

Parcel No. 0151:71:E
Project No. SP-0151(1)0

IN WITNESS WHEREOF, said Mulligan's Golf and Game South, Inc has caused this instrument to be executed by its proper officers thereunto duly authorized, this 1st day of March, A.D. 20 01.

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

Mulligan's Golf and Game South, Inc
By [signature]

On the date first above written personally appeared before me, Don Branca, who, being by me duly sworn, says that he is the President of Mulligan's Golf and Game South Inc, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____, and said Don Branca acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

[signature]
Notary Public

NOTARY PUBLIC
DAVID L. PETERSON
10537 So. No. Forty Way
So. Jordan, UT 84095
COMMISSION EXPIRES
SEPT. 27, 2003
STATE OF UTAH

Prepared by KRH ESI Engineering Inc. 12/01/2000

COMPANY RW-09C (6-19-2000)

3K8432PG7001

#27

WHEN RECORDED, MAIL TO:

GEORGE E. HARMAN
JOYCE E. HARMAN
848 West 10600 South
South Jordan, Ut 84095
MNT #95012311

6030816
02/28/95 4:08 PM 16.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY:Z JOHANSON ,DEPUTY - WI

6030816

Space Above This Line For Recorder's Use

FIRST
TRUST DEED

With Assignment of Rents

THIS TRUST DEED, made this 24th day of February, 19 95

between JAMES C. BLAIR, III,

, as TRUSTOR,

whose address is 692 West 10600 South Jordan Parkway, South Jordan, Ut 84095
(Street and number) (City) (State)

METRO NATIONAL TITLE, as TRUSTEE,* and

GEORGE E. HARMAN and JOYCE E. HARMAN, as Trustees or their

successors in trust, of the G & J HARMAN FAMILY TRUST dated November 22, 1993, as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in SALT LAKE County, State of Utah:

Beginning at the Southwest corner of Mulligan's Golf and Games and the North right of way line of 10600 South Street, said point being West 476.100 feet, and North 130.436 feet from the East quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said right of way line South 89 deg. 28'11" West 257.922 feet and North 80 deg. 03'19" West 246.280 feet to the centerline of a 20-foot right of way; thence North 03'09'05" East 218.680 feet and North 12 deg. 20'37" West 266.910 feet along said centerline; thence North 77 deg. 39'23" East 10.000 feet; thence North 12 deg. 30'37" West 81.101 feet to the North line of the Harman property; thence North 84 deg. 21'20" East 139.767 feet along said North line; thence South 22 deg. 42'12" East 134.818 feet; thence East 361.972 feet; thence South 489.973 feet to the point of beginning.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of $ 282,124.00, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.

BK7108PG1932

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon writtten request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collecton of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, adminstrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the State of Utah

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Signature of Trustor

JAMES C. BLAIR, III

(If Trustor an Individual)

STATE OF UTAH
COUNTY OF Salt Lake ss.

On the 24th day of February, A.D. 19 95, personally appeared before me JAMES C. BLAIR, III, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public residing at:

Salt Lake City, Utah

My Commission Expires:
June 22, 1996

NOTARY PUBLIC
SALLY UDY
5760 SOUTH OAKDALE DR.
SALT LAKE CITY, UT 84121
My Commission Expires JUNE 22, 1996
State of Utah

(If Trustor a Corporation)

STATE OF UTAH
COUNTY OF ss.

On the ..... day of ....., A.D. 19....., personally appeared before me ....., who being by me duly sworn, says that he is the ..... of ....., the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said ..... acknowledged to me that said corporation executed the same.

Notary Public residing at:

My Commission Expires:

BK 7108 PG 1934

REQUEST FOR FULL RECONVEYANCE

(To be used only when indebtedness secured hereby has been paid in full)

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. Said note, together with all other indebtedness secured by said Trust Deed has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Trust Deed, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Trust Deed delivered to you herewith, together with the said Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed, all the estate now held by you thereunder.

Dated....., 19.....

.....

.....

Mail reconveyance to .....

TRUST DEED

With Assignment of Rents

.....

.....

.....

.....

.....

TO

AS TRUSTEE FOR

.....

.....

.....

Dated ....., 19.....

FORM NO. 142—LONG FORM TRUST DEED—
D GEM PTG. CO. — 3215 SO. 2800 EAST — SALT LAKE CITY

BK7108PG1935

#28

6434248

WHEN RECORDED, MAIL TO:

FORREST HANCOCK

10357 S. SPRINGCREST LANE

SOUTH JORDAN UT 84095

MNT #96015435

6434248
08/20/96 11:18 AM 18.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY:V ASHBY ,DEPUTY - WI

Space Above This Line For Recorder's Use

TRUST DEED

With Assignment of Rents

THIS TRUST DEED, made this 12 day of AUGUST, 19 96

between MULLIGANS GOLF AND GAMES SOUTH, INC.

, as TRUSTOR,

whose address is
(Street and number) (City) (State)

METRO NATIONAL TITLE, as TRUSTEE,* and

FORREST HANCOCK AND RENAE HANCOCK, TRUSTEES OF THE HANCOCK FAMILY TRUST, DATED JANUARY 30, 1984, as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in SALT LAKE County, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of $ 347,693.34, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.

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TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

BK 7469 PG 2070

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, adminstrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the State of Utah

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

Signature of Trustor

MULLIGANS GOLF AND GAMES SOUTH, INC.

BY: James C. Blair III

IT'S: V.P.

(If Trustor an Individual)

STATE OF UTAH
COUNTY OF ss.

On the ..... day of ....., A.D. 19....., personally appeared before me ....., the signer(s) of the above instrument, who duly acknowledged to me that ....he.... executed the same.

Notary Public residing at:

My Commission Expires:

(If Trustor a Corporation)

STATE OF UTAH
COUNTY OF SALT LAKE ss.

On the 12 day of AUGUST, A.D. 19 96, personally appeared before me JAMES C. BLAIR, III, who being by me duly sworn, says that he is the VICE PRESIDENT of MULLIGANS GOLF AND GAMES SOUTH, INC., the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said JAMES C. BLAIR, III acknowledged to me that said corporation executed the same.

Notary Public residing at:

My Commission Expires:

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
December 24, 1997
RICHARD P. DHADY
7300 South Union Park Ave.
Midvale, Utah 84047

BK7469PG2071

REQUEST FOR FULL RECONVEYANCE

(To be used only when indebtedness secured hereby has been paid in full)

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Trust Deed. Said note, together with all other indebtedness secured by said Trust Deed has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Trust Deed, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Trust Deed delivered to you herewith, together with the said Trust Deed, and to reconvey, without warranty, to the parties designated by the terms of said Trust Deed, all the estate now held by you thereunder.

Dated....., 19.....

.....

.....

Mail reconveyance to .....

TRUST DEED

With Assignment of Rents

.....

.....

.....

.....

.....

TO

AS TRUSTEE FOR

.....

.....

.....

Dated ....., 19.....

FORM NO. 142—LONG FORM TRUST DEED—
© GEM PTG. CO.—3215 SO. 2600 EAST—SALT LAKE CITY

BK7469PG2072

EXHIBIT "A"

Beginning South 1348.725 feet and East 1036.5 feet from the North quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; and running thence North 0 deg. 26'43" East 210.89 feet; thence South 89 deg. 33'17" East 273 feet, more or less; thence North 0 deg. 26'43" East 528.73 feet; thence North 88 deg. 21'10" East 90.57 feet; thence South 89 deg. 14' East 659.58 feet, more or less; thence South 2 deg. 29'52" East 389 feet, more or less; thence North 89 deg. 07'16" West 2.32 feet, more or less; thence South 2 deg. 29'52" East 385.26 feet; thence North 88 deg. 54' West 612.74 feet, more or less; thence North 16.5 feet; thence North 88 deg. 54' West 447.55 feet, more or less, to beginning.

LESS and excepting the West 273 Feet thereof.

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#29

9299197
02/14/2005 01:43 PM $0.00
Book - 9094 Pg - 1868-1870
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
BY: ZJM, DEPUTY - WI 3 P.

WHEN RECORDED MAIL TO:
Craig L. White, District Manager
South Valley Sewer District
P.O. Box 908
Draper, Utah 84020

GRANTOR: South Jordan City Municipal Building Authority

PARCEL I.D. # 27-14-276-026

EASEMENT

A twenty (20) feet wide sanitary sewer easement located in Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto South Valley Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel of the GRANTORS' land more particularly described as follows:

A strip of land 20.00 feet wide, being 10.00 feet perpendicularly distant on each side of the following described sewer line (side lines terminate at or extend to Grantor's property lines):

Beginning on a sewer line and Grantor's South property line, said point being North 0°02'13" East 1477.58 feet along the Section line and East 3686.61 feet from the West Quarter Corner of said Section 14; thence North 00°26'43" East 23.92 feet; thence North 88°25'27" East 188.14 feet to the end of the sewer line.

Contains 0.0974 acres.

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for

which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and easement this 31st day of January, 2005

GRANTOR(S)

South Jordan City Municipal Building Authority

By: Ricky A. Horst

Its: City Manager

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On the 31st day of January, 2005, personally appeared before me Ricky A. Horst who being by me duly sworn did say that (s)he is the City Manager of South Jordan City a non-profit corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or by a resolution of its Board of Directors; and acknowledged to me that said corporation executed the same.

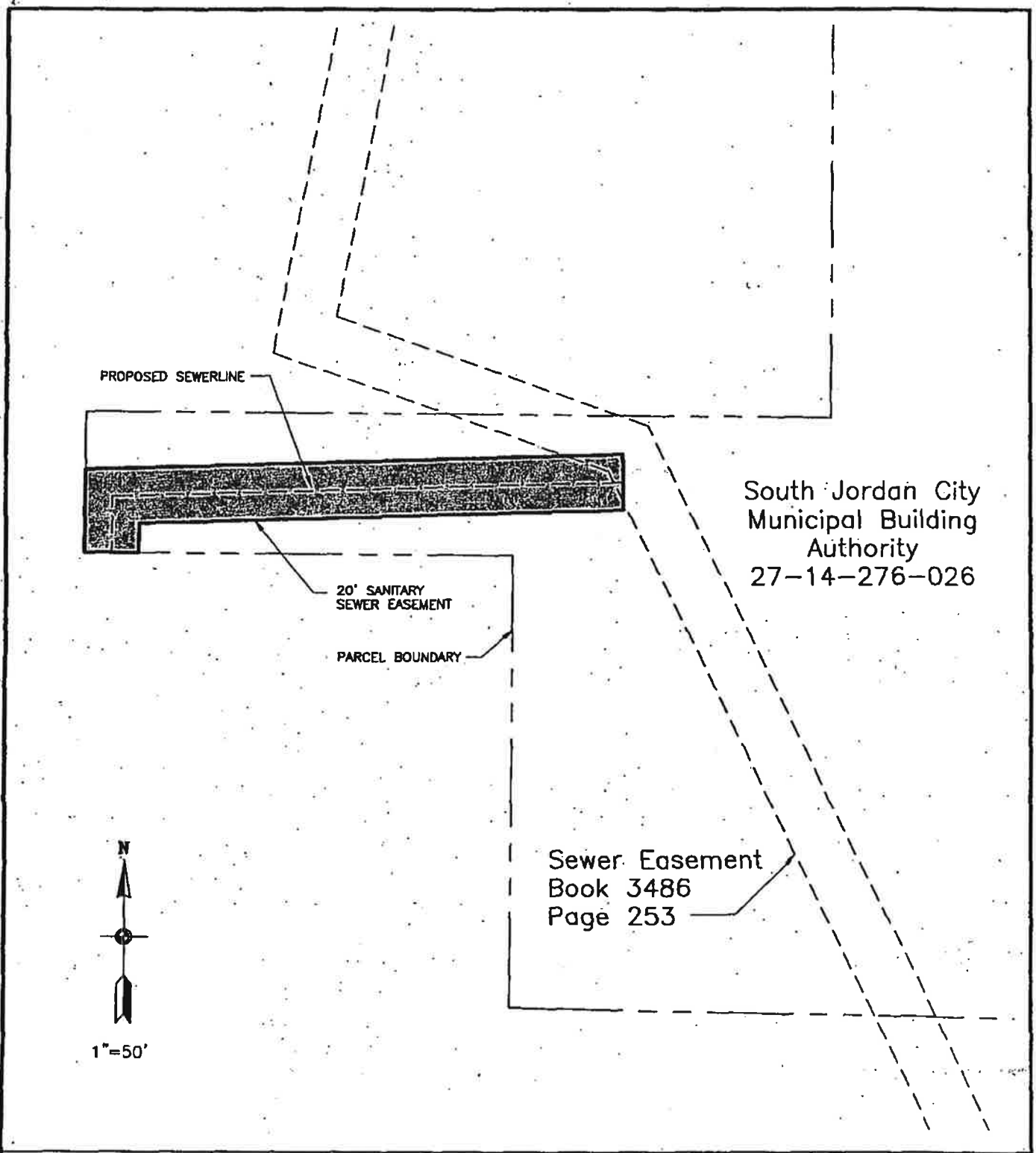
Melanie Edwards
Notary Public

My Commission Expires: October 29, 2008

Residing in: Salt Lake County

NOTARY PUBLIC
MELANIE EDWARDS
1880 West Towne Center Drive
South Jordan, Utah 84095
COMMISSION EXPIRES
October 29, 2008
STATE OF UTAH

12\Forms\Easement
1-01



OWNER(S): Mulligan's Golf and Games South Inc.
PARCEL #: 27-14-276-017
CONTAINS: 0.0974 ACRES

BOWEN COLLINS & Associates, Inc.
Consulting Engineers

SOUTH VALLEY SEWER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT

LOCATED IN
SEC. 14, T. 3 S., R. 1 W.
SALT LAKE BASE & MERIDIAN, U.S. SURVEY

DRAWN:	CHECKED:	APPROVED:
KC	KS	KS
DATE: 10/04	PROJECT NUMBER: 60-02-21	

P:\South Valley Sewer District\10290 & 10400 South Sewer\Drawings\FDesign\Easements\Parcel_DWGS\600221_C_SewerEasement.dwg Oct12,2004 - 10:58am

7

24 P

#30

8396779
10/24/2002 04:28 PM 63.00
Book - 8671 Pg - 3175-3200
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: RDJ, DEPUTY - WI 26 P.

FIRST AMERICAN TITLE
AW # 14255a

8396779

When Recorded Return To:

Blaine L. Carlton
Ballard Spahr Andrews & Ingersoll, LLP
201 South Main Street, Suite 600
Salt Lake City, Utah 84111

DEED OF TRUST,
ASSIGNMENT OF RENTS
AND
SECURITY AGREEMENT

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Deed of Trust") is made as of the 1st day of October, 2002, by and among the Municipal Building Authority of the City of South Jordan, Utah, a nonprofit corporation duly organized under the laws of the State of Utah ("Trustor") whose address for purposes of this agreement is 11175 South Redwood Road, South Jordan, Utah 84095; and First American Title Company ("Trustee"), whose place of business is 330 East 400 South, Salt Lake City, Utah 84111 and U.S. Bank, N.A., as Trustee (the "Beneficiary") under an Indenture of Trust dated as of October 1, 2002 and a First Supplemental Indenture of Trust dated as of October 1, 2002 (collectively, the "Indenture") executed in connection with the issuance of the $9,390,000 Municipal Building Authority of the City of South Jordan, Utah, Lease Revenue Bonds, Series 2002 (the "Series 2002 Bonds").

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, assigns, conveys and warrants to Trustee, IN TRUST, WITH POWER OF SALE, under and subject to the terms and conditions hereinafter set forth, (i) all right, title and interest in that real property situated in Salt Lake County, Utah, as described on Exhibit "A" attached hereto, together with all of the Trustor's right, title and interest in and to all of the improvements on said Property and appurtenances and (ii) that estate created by and all right, title and interest of the Trustor as lessee under that certain Ground Lease Agreement dated as of October 1, 2002 (the "Ground Lease") by and between the City of South Jordan, Salt Lake County, Utah (the "City") as lessor and Trustor as lessee, which Ground Lease demises and leases all that property situated in Salt Lake County, Utah described in Exhibit "B" attached hereto

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together with all of Trustor's right, title and interest in and to all the improvements on said property and appurtenances. The interest of Trustor in the real property described in Exhibit "A" are collectively referred to hereafter as the "Property" and all of the improvements and appurtenances relating thereto are collectively referred to hereinafter as the "Project";

TOGETHER WITH all rents, issues, profits, privileges, licenses, royalties, income and other benefits derived from the Project (collectively the "rents");

TOGETHER WITH all right, title and interest of Trustor in and to all leases or subleases covering the Project or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits and payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Project or any portion thereof or interest thereon, and any greater estate in the Project owned or hereafter acquired;

TOGETHER WITH all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Project;

TOGETHER WITH all right, title and interest of Trustor in and to all easements, rights-of-way and rights used in connection with or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Project, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Project;

TOGETHER WITH all right, title and interest of Trustor in and to any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, fittings, and other articles attached to said buildings and improvements financed or refinanced with proceeds of the Series 2002 Bonds or any Additional Bonds or Refunding Bonds (each as defined herein), including but not limited to all machinery, equipment, material, appliances and fixtures now or hereafter installed or placed in said building or on the Property for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes, for the removal of dust, refuse or garbage, and including stoves, ranges, cabinets, laundry equipment, all elevators, awnings, window shades, venetian blinds, drapery rods and brackets, screens, floor coverings, including all rugs and carpets attached to floors, lobby furnishings and incinerators and all other similar items and things; all of the items and things so specified and all other similar items or things, whether now or hereafter placed on the Property, being hereby declared to be, and in all circumstances, shall be construed to be, for and in connection with the purposes and powers of this Deed of Trust, things affixed to and a part of the

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Project described herein; the specific enumerations herein not excluding the general (the "Improvements"); excepting any personal property or fixtures of any tenant which are not financed or refinanced with proceeds of the Series 2002 Bonds or any Additional Bonds or Refunding Bonds; and

TOGETHER WITH all the estate, interest, right, title and other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereof, which Trustor now has or may hereafter acquire in the Project, and any and all awards made for the taking from the Trustor by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Project, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

TOGETHER WITH all right, title and interest of Trustor in and to all tangible personal property financed or refinanced with proceeds of the Series 2002 Bonds or any Additional Bonds or Refunding Bonds (the "Personal Property") owned by Trustor and now or at any time hereafter located on or at the Project or used in connection therewith.

The entire estate, property and interest hereby conveyed to Trustee as described above may hereafter be referred to as the "Trust Estate." Notwithstanding the breadth of the foregoing, the property covered by this Deed of Trust shall not include: (i) personal property which may be owned by lessees or other occupants of any portion of the Project, rather than by Trustor, or which may be leased by such lessees or other occupants from a party other than Trustor; or (ii) material, equipment, tools, machinery or other personal property which has been brought upon the Project only for use in construction, maintenance or repair and which is not intended to remain after the completion of such construction, maintenance or repair, and which is not necessary for occupancy, maintenance or use of the Project, provided, however, that this provision shall not limit Trustor's right to assert a landlord's lien against a defaulting tenant.

FOR THE PURPOSES OF SECURING:

(a) (1) Payment of the principal, interest and premium, if any, of the Series 2002 Bonds of Trustor, issued pursuant to the Indenture, and payable at the times, in the manner and with interest and premium, if any, as therein set forth, and any extensions and/or renewals or modifications thereof; (2) payment of the principal, interest and premium, if any, on any Additional Bonds or Refunding Bonds (these and all terms herein commencing with initial capital letters and not otherwise defined herein shall have meanings as defined in the Indenture) issued pursuant to the Indenture, and payable at the times, in the manner and with interest and premium as therein set forth, and any extensions and/or renewals or modifications thereof (the Series 2002 Bonds and Additional Bonds and Refunding Bonds are collectively referred to herein as the "Bonds"); (3) the performance of each agreement of Trustor contained in the Bonds, the Indenture, the Master Lease (as defined in the Indenture) with respect to the Project and this Deed of Trust and any other instrument securing payment of the Bonds; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust (including, but not limited to the payments outlined in Sections 1.11

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and 1.18 of this Deed of Trust), any other instrument securing payment of the Bonds, the Indenture or the Master Lease, together with interest thereon as provided in the Indenture.

(b) Performance of all obligations of Trustor under the Indenture and each agreement of Trustor incorporated by reference therein or herein, or contained therein or herein.

(c) Performance of all obligations of Trustor contained in this Deed of Trust, the Bonds, the Indenture and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby.

This Deed of Trust, the Ground Lease, the Bonds, the Indenture, the Master Lease and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Instruments."

TO PROTECT THE SECURITY OF THE LOAN INSTRUMENTS TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

BK8671PG3178

ARTICLE I

COVENANTS AND AGREEMENTS OF TRUSTOR

1.1 Payment of Secured Obligations. Trustor hereby covenants and agrees to pay when due the principal of, premium, if any, and the interest on, the indebtedness evidenced by the Bonds (as set forth therein), all charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any future advances secured by this Deed of Trust.

1.2 Maintenance, Repair, Alterations. Trustor hereby covenants and agrees to keep the Trust Estate or cause the Trust Estate to be kept in good condition and repair; not to remove, demolish or materially alter (except such alterations as may be required by laws, ordinances or regulations) any buildings or fixtures constituting part of the Improvements in such a manner as to in any way damage the Improvements or in any way reduce the fair rental value of the Improvements to less than the fair rental value of the Improvements immediately prior to such alteration; to complete promptly and in good and workmanlike manner any improvement which may be constructed on the Project and, to the extent provided in the Indenture and in the Master Lease, promptly restore in like manner any Improvements which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, to keep and maintain or cause to be kept and maintained, grounds, sidewalks, roads, parking and landscaped areas in good and neat order and repair; not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this Section, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

1.3 Required Insurance. Trustor hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force such insurance as is set forth in Article IX of the Master Lease with respect to the Improvements.

1.4 Payment of Premiums. In the event Trustor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary policies of insurance required by Article IX of the Master Lease, Beneficiary, in addition to all other rights it may have hereunder, including, without limitation, those set forth in Article III hereof, may, but shall not be required to, procure such insurance or single interest insurance for such risks covering Beneficiary's interest, and Trustor will pay, or cause to be paid, all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Trustor therefor the amount of all such premiums which have been paid by Beneficiary shall bear interest at a rate per annum provided in Article IX of the Master Lease. Trustor shall, upon Beneficiary's reasonable request, deposit, or cause to be deposited, with Beneficiary in monthly installments, an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed

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of Trust. Trustor further agrees, upon Beneficiary's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and provided Trustor has deposited sufficient funds with Beneficiary pursuant to this Section 1.04, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor and Trustor shall immediately deposit, or cause to be deposited, an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.04. Beneficiary may commingle said reserve with its own funds and Trustor shall be entitled to no interest thereon.

1.5 Insurance Proceeds. After the happening of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary.

(a) In the event of any damage or destruction of the Project, Trustor shall apply the insurance proceeds in the manner set forth in Article X of the Master Lease.

(b) In the event of such loss or damage, all proceeds of insurance shall be payable pursuant to subparagraph (a) above. Except as otherwise provided in the Master Lease, Trustor may settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance only with written approval of Beneficiary.

(c) Except to the extent that insurance proceeds are received by Trustor and applied to the indebtedness secured hereby, pursuant to the Indenture and the Master Lease, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Trust Estate as provided in Section 1.02 hereof or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

1.6 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Deed of Trust shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate.

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1.7 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party defendant to any litigation, commenced by anyone other than Trustor, concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Trustor, then Trustor shall, to the extent permitted by law, indemnify, defend and hold Beneficiary harmless from and against all liability by reason of said litigation (including any appeals), including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary reasonable attorneys' fees and expenses actually incurred (including Beneficiary's attorney's fees and costs associated with all appeals), and the right to such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorney's fees and expenses incurred by Beneficiary (including those associated with any appeal), whether or not an action is actually commenced against Trustor by reason of breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums payable by Trustor hereunder shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense (except payment) and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Project or any part thereof by title paramount or otherwise; or (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; whether or not Trustor shall have notice or knowledge of any of the foregoing.

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1.8 Taxes and Impositions.

(a) Trustor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, association dues or charges or fees, and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate or become due and payable, and which create or may create a lien upon the Trust Estate, or any part thereof, or upon any equipment or other facility used by Trustor in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments, or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Anything to the contrary notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

(c) Trustor covenants to furnish Beneficiary within thirty (30) days after the date upon which any such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary, evidencing the payment thereof.

(d) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

(e) If requested by Beneficiary, Trustor shall cause to be furnished to Beneficiary a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiary.

(f) Trustor has the right to contest Impositions to the extent permitted by Section 9.3 of the Master Lease.

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1.9 Utilities. Trustor hereby covenants and agrees to pay when due all utility charges which are incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.10 Actions Affecting Trust Estate. Trustor hereby covenants and agrees to appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.11 Actions by Trustee and/or Beneficiary to Preserve Trust Estate. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do but without releasing Trustor from any obligations, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect or appears to affect the security of this Deed of Trust (including condemnation or eminent domain proceedings) or which may result in the creation of any lien (except the lien created by the Indenture) against the Trust Estate; and (iv) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and attorney's fees, together with interest thereon accruing at the rate set forth in the Indenture.

1.12 Survival of Warranties. Subject to the limitations set forth in Section 5.09 herein, Trustor hereby covenants and agrees to fully and faithfully satisfy and perform the obligations of Trustor contained in the Loan Instruments and each agreement of Trustor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Trustor contained therein or incorporated by reference shall survive funding of the loan evidenced by the Bonds and shall remain continuing obligations, warranties and representations of Trustor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

1.13 Eminent Domain. Should the Trust Estate, or any material part thereof or interest therein, be taken from Trustor or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should

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Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary and all proceeds payable therefrom shall be utilized in the manner set forth in Article X of the Master Lease.

1.14 Additional Security. In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.15 Appointment of Successor Trustee. Beneficiary may, from time to time, by complying with the provisions of the applicable law of the State of Utah substitute a successor or successors to the Trustee named herein or acting hereunder.

1.16 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall be deemed to include the Registered Owners of the Bonds and any trustee therefor, whether or not named as Beneficiary herein.

1.17 Inspections. Beneficiary, or his agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the Trust Estate and performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

1.18 Liens. Trustor hereby covenants and agrees to pay and promptly discharge in accordance with the terms thereof or of the indebtedness secured thereby, at Trustor's cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than 60 days after the performance thereof. Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge. In the event of any such contest, the Trustor may permit the lien, encumbrance or charge so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee or Beneficiary shall notify the Trustor that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the Indenture and the Master Lease or this Deed of Trust will be materially endangered or the Trust Estate or any portion thereof will be subject to loss or forfeiture, in which event such lien, encumbrance or charge shall be paid forthwith. Prior to commencing such contest, Trustor shall first deposit, or cause to be deposited, with Beneficiary, or in court, a bond or other security satisfactory to Beneficiary, at Beneficiary's election, in such amounts as Beneficiary shall reasonably require, but not more than one hundred ten percent (110%) of the amount of the claim, and provided further that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge or

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purchase the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.19 Trustee's Powers. At any time, or from time to time, without liability therefor, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may, (i) reconvey any part of said Trust Estate; (ii) consent in writing to the making of any map or plat thereof; or (iii) join in granting any easement or creating any restriction affecting this Deed of Trust or any agreement subordinating the lien or charge hereof.

1.20 Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. Trustor hereby consents to the foregoing powers and rights of Beneficiary, and, to the extent permitted by law, waives any right to assert that such actions by the Beneficiary shall constitute a breach by the Beneficiary under this Deed of Trust, under any of the Loan Instruments or under applicable law.

1.21 Hazardous Substances. Trustor represents and warrants to Beneficiary that to the best of Trustor's knowledge after due and diligent inquiry, no hazardous or toxic waste or substances are being stored on the Property or any adjacent property nor have any such waste or substances been released, stored or used on the Property or any adjacent property prior to Trustor's ownership, possession or control of the Property. Trustor agrees to provide written notice to Beneficiary immediately upon Trustor becoming aware that the Property or any adjacent property is being or has been contaminated with hazardous or toxic waste or substances. Trustor will not cause nor permit any activities on the Property which directly or indirectly could result in the Property's or any other property's becoming contaminated with hazardous or toxic waste or substances. For purposes of this Deed of Trust, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation, or ordinance now or hereafter in effect, as amended, including without limitation the statutes listed below (collectively, "Environmental Laws"):

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Federal Resource Conservation and Recovery Act of 1979, 42 USC Section 6901, et seq.

Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC Section 9601, et seq.

Federal Clean Air Act, 42 USC Sections 7401-7624.

Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 USC Section 1251, et seq.

Federal Insecticide, Fungicide, and Rodenticide Act, 7 USC Section 135, et. seq.

Federal Toxic Substances Control Act, 15 USC Section 2601, et seq.

Federal Safe Drinking Water Act, 42 USC Section 300(f), et seq.

Beneficiary and its representatives may enter the Property at any time for the purpose of conducting an environmental assessment, committing only such damage to the Property as may be necessary to conduct the environmental assessment. Beneficiary shall not be required to remedy any such injury or compensate Trustor therefor. Trustor shall cooperate in all respects in the performance of the assessment. At any time, and from time to time, if the Beneficiary reasonably requests, the Trustor shall have an environmental review, audit, assessment, or report relating to the Property performed or updated, at the sole expense of Trustor, by an independent environmental consultant selected by Trustor with the consent of Beneficiary.

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ARTICLE II

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.1 Assignment of Rents. Trustor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to endorse instruments payable to Trustor, and to give receipts, releases and satisfactions for all such rents, issues and profits and apply the same to the indebtedness secured hereby. The assignment of the rents, issues and profits of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

2.2 Collection Upon Default. Upon any event of default under any of the Loan Instruments, and after the passage of any applicable grace period, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits of the Trust Estate, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of rents, issues and profits, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any default, notice of default, or notice of sale hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Failure or discontinuance by Beneficiary at any time or from time to time to collect any such rents, issues or profits shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same.

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ARTICLE III

SECURITY AGREEMENT

3.1 Creation of Security Interest. Trustor hereby grants to Beneficiary a security interest in the Personal Property for the purpose of securing all obligations of Trustor contained in any of the Loan Instruments or herein. This Deed of Trust shall be deemed the Security Agreement as defined in the Uniform Commercial Code of Utah and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) as provided by general law, or (iii) as to such part of the security which is also reflected in any financing statement or statements (the "Financing Statement") as provided by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code of Utah, all at Beneficiary's sole election. The mention in any such Financing Statement of (1) the rights in or the proceeds of any fire and/or hazard insurance, (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the premises shall never be construed as in any wise altering any of the rights of Beneficiary as determined by this Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of Beneficiary in the event any court or judge shall at any time with respect to (1), (2) or (3) rule that notice of Beneficiary's priority of interest to be effective against a particular class of persons, divisions or entity of the Federal Government, must be filed in the Uniform Commercial Code records.

3.2 Warranties, Representations and Covenants of Trustor. Trustor hereby warrants, represents and covenants as follows:

Trustor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole Owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except for the Permitted Encumbrances defined in the Master Lease and except for the security interest granted hereby. Trustor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

Trustor will not sell the Personal Property without the prior written consent of Beneficiary unless said personal property is promptly replaced by personal property of like quality and value.

The Personal Property is not used or bought for personal, family or household purposes.

The Personal Property (with the exception of funds held by Beneficiary) will be kept on or at the Project and, except as otherwise provided in the Master Lease, Trustor will not remove the Personal Property from the Project without the prior written consent

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of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor.

Trustor maintains a place of business in the State of Utah and Trustor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements, continuation statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Utah in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

All covenants and obligations of Trustor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

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ARTICLE IV

REMEDIES UPON DEFAULT

4.1 Events of Default. Any of the following events shall be deemed an event of default hereunder.

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby; or

(b) There shall occur an Event of Default set forth in Section 9.1 of the Indenture, or 14.1 of the Master Lease or any other default under any of the Loan Instruments, including but not limited to any breach in the due observance or performance of any covenant, condition or agreement contained therein.

4.2 Acceleration Upon Default, Additional Remedies. Time is of the essence hereof. In the event of any event of default hereunder, Beneficiary may declare all indebtedness secured hereby to be due and payable by written notice to the Trustor as outlined in Section 9.2 of the Indenture and the same shall thereupon become due and payable without presentment, demand, protest or notice of any kind. Thereafter Beneficiary may exercise any or all of the following remedies, or any other remedies which Beneficiary is entitled to under any of the Loan Instruments or applicable law:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or a part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee and/or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; and/or

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(c) Cause Trustor's interest in the Trust Estate to be sold by the Trustee under the power of sale set forth herein.

4.3 Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and such receipts and evidence of expenditures made and secured hereby as Trustee may require; provided, however, that the Trustee shall also notify the City of the Event of Default and of the City's right to a 90-day notice of its option to purchase the Project as more fully outlined in Section 9.2 of the Indenture.

(a) Upon receipt of such notice from Beneficiary, Trustee shall exercise on behalf of Beneficiary the power of sale granted herein by complying with all requirements of applicable law. Trustee shall execute and deliver to the purchaser or purchasers of the Trust Estate its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers from claims arising by, through or under Trustor.

(b) After deducting all costs, fees and expenses of Trustee and of this trust, including, but not limited to, attorney fees and costs, and costs of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest per annum as set forth in the Indenture; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the county clerk of the county in which the sale took place.

(c) The person conducting the sale may, for any cause such person deems expedient, postpone the sale in accordance with Utah law and, in every case, notice of such postponement shall be given by public declaration by such person at the time and place last appointed for the sale.

4.4 Foreclosure as Mortgage. Should Beneficiary elect to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court, including all appeals. To the extent permitted by law, Beneficiary shall be entitled to possession of the Project during any redemption period allowed under the laws of the State of Utah.

4.5 Appointment of Receiver. If any event of default described in Section 4.01 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have

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the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all powers and duties of Beneficiary in case of entry as provided in Section 4.02(i) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate unless such receivership is sooner terminated. Beneficiary's rights under this Section shall be in addition to, and not a limitation of, Beneficiary's rights under Section 2.02 and 4.02(i) of this Deed of Trust.

4.6 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust, under any Loan Instrument or other agreement, and under any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

4.7 Request for Notice. Trustor hereby requests a copy of any Notice of Default or Notice of Sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

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ARTICLE V

MISCELLANEOUS

5.1 Governing Law; Severability of Provisions of Loan Instruments; Waivers, etc. This Deed of Trust shall be governed by the laws of the State of Utah. In the event that any provision of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the parties against whom enforcement of any waiver, change, discharge or termination is sought.

5.2 Limitation of Interest. It is the intent of Trustor and Beneficiary in the execution of this Deed of Trust and the Bonds and all other instruments securing the Bonds to contract in strict compliance with the laws of the State of Utah governing the loan evidenced by the Bonds. In furtherance thereof, Trustor stipulates and agrees that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Utah governing the loan evidenced by the Bonds. Trustor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Bonds shall never be liable for unearned interest on the Bonds and shall never be required to pay interest on the Bonds at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Utah and the provisions of this Section shall control over all other provisions of the Bonds and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Bonds shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Bonds to a rate in excess of that permitted to be charged by the laws of the State of Utah, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Trustor upon such determination.

5.3 Statements by Trustor. Trustor, within ten (10) days after receiving a request from the Beneficiary, will furnish to Beneficiary a written statement stating the unpaid principal and any interest on the Bonds and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest.

5.4 Reconveyance by Trustee. Portions of the Property may be released by the Trustee upon compliance with the provisions of Section 11.6 of the Master Lease as defined in the Indenture. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters

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or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.5 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or four (4) days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.6 Acceptance by Trustee. Trustee shall be deemed to have accepted this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.7 Captions. The captions or headings at the beginning of each Section hereof are for convenience of the parties and are not a part of this Deed of Trust.

5.8 No Merger. If both the Trustor's and Beneficiary's estates in any portion of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

5.9 Limited Right of Bondholders Against the Trustor. Notwithstanding anything else contained herein to the contrary, the rights of the Trustee, Beneficiary and the Bondholders are subject to the terms and provisions of the Indenture and the Master Lease, in particular but not limited to Article XIV of the Master Lease and Article IX of the Indenture. Additionally, no deficiency judgment upon foreclosure may be entered against Trustor, City of South Jordan, Salt Lake County, Utah, the State of Utah or any of its political subdivisions.

5.10 No Waiver. Failure on the part of beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

5.11 Severability. The terms and provisions of this Deed of Trust are intended to be performed in accordance with, and only to the extent permitted by, applicable law.

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If any provision hereof, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this instrument nor the application of such provision to other persons or circumstances shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law.

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IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH

Chair

Attest and Countersign:

By _____
Secretary

(SEAL)

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH
CORPORATE Seal

BK8671 PG3196

In the County of Salt Lake , State of Utah, on this 24th day of October, 2002, before me, the undersigned notary, personally appeared Kent Money and Ricky A. Horst, the Chair and Secretary of the Municipal Building Authority of the City of South Jordan, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary Public
CINDY C. ARNOLD
201 South Main Street, 6th Floor
Salt Lake City, Utah 84111
My Commission Expires
April 2, 2004
State of Utah

Cindy C. Arnold
Notary signature and seal

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Exhibit "A"

PROPERTY

That certain Real Property located in Salt Lake County, Utah, to wit:

PARCEL 3:
Beginning at the intersection of two fence lines, said point being South 00°06'05" West 1318.81 feet and South 89°47'25" East 951.20 feet along the centerline of 10400 South Street and North 00°28'53" East 846.804 feet from the North Quarter corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°28'53" West 252.17 feet along an existing fence line; thence West 326.79 feet to a point on a 205.26 foot radius curve to the left (radius of which being North 58°49'10" West 205.26 feet) thence Northeasterly 103.09 feet along said curve (chord bears North 16°47'32" East 102.01 feet); thence North 02°24'13" East 243.10 feet to an existing fence line; thence South 73°00'29" East 302.45 feet to the point of beginning.

Tax ID No.: 27-15-202-002-0000

BK8671PG3198

Exhibit "B"

PROPERTY

That certain Real Property leased by the City to the Authority located in Salt Lake County, Utah, to wit:

PARCEL 1:
Commencing at a point which is North 00°03'10" East 533.76 feet and North 89°56'50" West 33 feet from the South Quarter Corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°58'35" West 1290.49 feet; thence North 791.69 feet; thence North 89°58'34" West 1217.01 feet, more or less, to canal; thence North 17°53'57" East 548.16 feet; thence North 89°59'47" East 2032.83 feet; thence South 60.32 feet; thence East 90.57 feet; thence South 191.24 feet; thence South 05°17'06" West 272.29 feet; thence South 238.52 feet; thence East 241.22 feet; thence South 00°03'10" West 552.21 feet to beginning.

Tax ID Nos.: 27-15-376-014-0000
27-15-376-015-0000

PARCEL 2:
Beginning at a point which is North 00°03'10" East along the Quarter Section line 1186.00 feet from the South Quarter corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°03'10" East along said Quarter Section line 139.00 feet; thence West 273.22 feet; thence South 139.00 feet; thence East 273.09 feet to the point of beginning.

LESS AND EXCEPTING that portion lying within legal bounds of Redwood Road.

LESS AND EXCEPTING:

A parcel of land located in the Southwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point that is North 00°03'10" East along the Quarter Section line, 1186.00 feet from the South Quarter

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corner of said Section 15; thence along the Quarter Section line of said Section 15, said line also being the center of Redwood Road, North 00°03'10" East 139.00 feet; thence West 53.00 feet; thence South 00°03'10" West 139.00 feet; thence East 53.00 feet to the point of beginning.

Tax ID No.: 27-15-376-001-0000

BK8671PG3200

9489294
09/13/2005 03:56 PM $38.00
Book - 9187 Pg - 6396-6405
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BALLARD SPAHR ANDREWS &
INGERSOLL
201 S MAIN ST STE 600
SLC UT 84111
BY: ZJM, DEPUTY - WI 10 P.

WHEN RECORDED, RETURN TO:

Blaine L. Carlton
Ballard Spahr Andrews & Ingersoll
201 South Main Street, Suite 600
Salt Lake City, UT 84111

FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "First Amendment to Leasehold Deed of Trust") is made as of August 1, 2005, by and among the Municipal Building Authority of City of South Jordan, Utah ("Trustor"), a nonprofit corporation duly organized under the laws of the State of Utah whose address for purposes of this First Amendment to Leasehold Deed of Trust is 1600 West Towne Center Drive, South Jordan, Utah 84095; and U.S. Bank National Association ("Trustee"), whose place of business is 15 West South Temple, Suite 200, Salt Lake City, Utah, 84101; and U.S. Bank National Association (the "Beneficiary") as trustee under a General Indenture of Trust and Pledge dated as of October 1, 2002, (the "Original Indenture"), as supplemented by a First Supplemental Indenture dated as of October 1, 2002 (the "First Supplemental Indenture"), executed in connection with the issuance of the Trustor's $9,390,000 Lease Revenue Bonds, Series 2002 (the "Series 2002 Bonds"), and as supplemented by a Second Supplemental Indenture dated as of August 1, 2005 (the "Second Supplemental Indenture" and collectively with the First Supplemental Indenture and the Original Indenture, the "Indenture"), executed in connection with the issuance of the Trustor's Lease Revenue Refunding Bonds, Series 2005 in the total aggregate amount of $9,505,000 (the "Series 2005 Bonds"). This First Amendment To Leasehold Deed of Trust supplements and amends the Deed of Trust, Assignment of Rents and Security Agreement dated as of October 1, 2002 (the "Original Leasehold Deed of Trust"), executed and delivered by the Trustor, and recorded October 24, 2002, in the official records of the Salt Lake County Recorder in Book 8671, Pages 3175 through 3197.

WITNESSETH:

WHEREAS, the Trustor is the fee simple owner of the real property described on the attached Exhibit A; and

WHEREAS, the Trustor has previously issued its Series 2002 Bonds and has delivered to the Trustee for the benefit of the Beneficiary and the holders of the Series 2002 Bonds, the Original Leasehold Deed of Trust to secure the payment and performance of each and every obligation of the Trustor under the Loan Instruments (as defined in the Original Leasehold Deed of Trust); and

WHEREAS, the Original Leasehold Deed of Trust by its express terms secures Additional Bonds (as defined in the Indenture); and

WHEREAS, the Trustor is, concurrently with the execution and delivery of this First Amendment To Leasehold Deed of Trust, issuing its Series 2005 Bonds as Additional Bonds under the Indenture; and

WHEREAS, the Trustor desires to make additional real property subject to the terms and provisions of the Original Leasehold Deed of Trust and is, accordingly, amending the Original Leasehold Deed of Trust to include certain additional real property as described elsewhere herein; and

WHEREAS, the Trustor, the Trustee and the Beneficiary desire that the Series 2005 Bonds be secured by the Original Leasehold Deed of Trust as amended hereby;

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, assigns, conveys and warrants to Trustee, IN TRUST, WITH POWER OF SALE, under and subject to the terms and conditions hereinafter set forth, its fee simple ownership of all that property situated in Salt Lake County, Utah, described in Exhibit A attached hereto (the "Property"), together with all of Trustor's right, title and interest in and to all the improvements on said Property and appurtenances. The interests of Trustor in the Property as described in the attached Exhibit A and all of the improvements and appurtenances relating thereto are collectively referred to hereinafter as the "Project";

1. Each of the terms defined in the Original Leasehold Deed of Trust, unless otherwise defined herein, shall have the same meaning when used herein.

2. As used in the Original Leasehold Deed of Trust and in this First Amendment to Leasehold Deed of Trust, "Leasehold Deed of Trust" shall mean the Original Leasehold Deed of Trust as supplemented by this First Amendment to Leasehold Deed of Trust.

3. As used in this First Amendment To Leasehold Deed of Trust and the Original Leasehold Deed of Trust, the definition of "Trust Estate" shall mean the Trust Estate identified in the Amended Leasehold Deed of Trust, including Trustor's fee simple interest in the Property, together with any rights attaching thereto as set forth in the Original Leasehold Deed of Trust and in this First Amendment to Leasehold Deed of Trust.

4. Any and all of the terms and provisions of the Original Leasehold Deed of Trust are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the amendments and modifications set forth herein.

5. Trustor hereby agrees that this First Amendment To Leasehold Deed of Trust shall in no manner affect or impair any of the rights, security interests, or liens contained in the Original Leasehold Deed of Trust securing payment of the Loan

Instruments, the purpose of this instrument being to acknowledge that the Original Leasehold Deed of Trust are and continue to be a valid and subsisting liens against the Trust Estate.

6. All of the remaining terms and provisions of the Original Leasehold Deed of Trust shall remain unchanged by this instrument except as expressly provided herein. The parties hereto expressly recognize that the Original Leasehold Deed of Trust is in full force and effect and that Beneficiary, as trustee under the Indenture, is entitled to the benefits of the liens created by the Original Leasehold Deed of Trust.

7. THIS FIRST AMENDMENT TO LEASEHOLD DEED OF TRUST SHALL BE BINDING UPON THE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF ALL OF THE PARTIES HERETO AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

IN WITNESS WHEREOF, Trustor, Trustee, and Beneficiary have executed this First Amendment to Leasehold Deed of Trust as of the day and year first written above.

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF SOUTH JORDAN, UTAH

(SEAL)

By: _____
Chair/President

ATTEST:

By: _____
Secretary

U.S. BANK NATIONAL ASSOCIATION, as Trustee and Bond Trustee

By: _____

Its: Vice President

U.S. BANK NATIONAL ASSOCIATION, as Beneficiary

By: _____

Its: Vice President

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

The foregoing instrument was acknowledged before me this September 13, 2005, by Kent Money and Ricky Horst, respectively the Chair/President and Secretary of the Municipal Building Authority of the City of South Jordan, Utah.

Notary Public
CINDY C. ARNOLD
201 S. Main Street, 6th Floor
Salt Lake City, Utah 84111
My Commission Expires
April 2, 2008
State of Utah

NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this September 13, 2005, by Kim Galbraith a vice president of U.S. Bank National Association, as Trustee and Bond Trustee.

Notary Public
CINDY C. ARNOLD
201 S. Main Street, 6th Floor
Salt Lake City, Utah 84111
My Commission Expires
April 2, 2008
State of Utah

NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this Sept 13, 2005, by Kim Galbraith, the Vice President of U.S. Bank National Association, as Beneficiary.

Cindy C. Arnold
NOTARY PUBLIC

Notary Public
CINDY C. ARNOLD
201 S. Main Street, 6th Floor
Salt Lake City, Utah 84111
My Commission Expires
April 2, 2008
State of Utah

EXHIBIT A

Beginning at a point on the North right of way line of 10600 South Street and the centerline of a 20 foot right of way, said point being West 976.59 feet and North 170.58 feet from the found East quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said right of way centerline North 03°05'16" East 217.90 feet and North 12°14'57" West 267.60 feet; thence North 77°39'23" East 10 feet; thence North 12°30'37" West 81.10 feet to the South line of that certain parcel deeded to the Salt Lake Church of Christ by Warranty Deed recorded February 5, 1997 as Entry No. 6565607 in Book 7592 at Page 2811 of Official Records; thence North 84°37'17" East along said South line 155.30 feet to a fence at the Southeast corner of said parcel; thence along said fence the following (18) calls: North 13°56'08" West 13.30 feet; North 11°08'47" West 5.50 feet; North 24°03'30" West 44.97 feet; North 26°10'55" West 42.93 feet; North 26°09'34" West 45.04 feet; North 24°08'27" West 45.08 feet; North 27°18'12" West 30.16 feet; North 30°22'39" West 45.59 feet; North 26°11'23" West 31.33 feet; North 23°03'31" West 55.81 feet; North 22°24'45" West 48.59 feet; North 18°09'26" West 45.59 feet; North 18°45'06" West 43.25 feet; North 20°39'23" West 31.37 feet; North 26°07'41" West 16.13 feet; North 37°01'12" West 15.26 feet; North 60°48'42" West 14.23 feet; North 75°38'03" West 10.61 feet to the end of said fence; thence North 88°54'00" West 458.00 feet; thence North 00°26'43" East 212.92 feet; thence South 89°33'17" East 273.00 feet; thence North 00°26'43" East 528.73 feet; thence North 88°36'50" East 90.82 feet to a fence corner and the Southwest corner of the W. Van Palmer Property as surveyed by McNeil Engineering (Recordation No. S98-08-0467 on file with the Salt Lake County Surveyor's Office); and running thence along said fence and South property line the following (12) calls: North 88°42'12" East 135.11 feet; North 89°07'08" East 60.47 feet; South 89°14'46" East 138.94 feet; South 88°59'30" East 172.62 feet; South 88°58'14" East 246.76 feet; South 88°53'58" East 212.09 feet; South 88°50'08" East 194.46 feet; South 89°00'29" East 108.30 feet; South 88°18'15" East 79.51 feet; South 87°51'30" East 80.62 feet; South 88°09'08" East 51.70 feet; and South 89°32'38" East 54.69 feet to the Southeast corner of said Palmer property and the West line of the Division of Parks and Recreation property as shown on Sheet 2 of Utah Department of Transportation Project No. SP-1746 Provo-Jordan River Parkway property exchange drawings dated February 2, 1989; thence along said West line the following (3) calls: South 05°51'19" East 1699.63 feet to a point on a 1072.00 foot radius curve to the right with a central angle of 09°24'22"; thence along said curve an arc distance of 175.99 feet (chord bears South 01°09'08" East 175.79 feet); thence South 03°33'03" West 26.69 feet to the North right of way line of 10600 South Street; thence leaving said West line and running along said North line of 10600 South Street the following (5) calls: North 79°16'48" West 181.79 feet; North 87°44'49" West 120.98 feet; South 88°54'21" West 192.33 feet; South 89°28'11" West 741.17 feet; thence North 80°03'19" West 246.28 feet to the point of beginning.

Also:

A parcel of land within the boundary of Lot 25, Ridgecrest Estates, a Subdivision, located in Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of Lot 25, Ridgecrest Estates, a subdivision on file in the Salt Lake County Recorder's Office in Book 84-8, Page 116, said point also lies North 0°04'29" East 98.24 feet and South 89°44'17" East 1402.88 feet and South 706.87 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 88°36'50" West 41.04 feet; thence Northeasterly 48.99 feet along the arc of a 314.00 foot non-tangent radius curve to the right, having a central angle of 8°56'23", (chord bears North 37°32'15" East 48.94 feet); thence Northeasterly 35.16 feet along the arc of a 60.00 foot reverse curve to the left, having a central angle of 33°34'16", (cord bears North 25°13'18" East 34.66 feet); thence Northerly 17.37 feet along the arc of a 50.00 foot reverse curve to the right, having a central angle of 19°54'16", (chord bears North 18°23'18" East 17.28 feet); thence South 06°00'46" West 86.04 feet to the point of beginning.

(Note: Rotate the above described legal description counter clockwise 00°15'40" to coincide with Record information.)

Also:

Beginning at a point which lies North 00°04'29" East 98.24 feet and South 89°44'17" East 1294.44 feet and South 1875.20 feet, from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also lies on the Southerly deed line of the Southtown Business Park Subdivision, of record and on file in the Office of the Salt Lake County Recorder as Entry No. 99-6P-145, and running thence North 89°27'14" West 14.00 feet, thence North 8.98 feet; thence 122.29 feet Northerly along the arc of a 736.00 foot radius curve to the left through a central angle of 9°31'13", (chord bears North 04°45'37" West 122.15 feet); thence North 09°31'13" West 96.66 feet; thence 185.40 feet Northerly along the arc of a 514.00 foot radius cure to the right through a central angle of 20°40'00", (chord bears North 00°48'47" East 184.40 feet); thence North 88°01'19" East 28.80 feet; thence 181.84 feet Southerly along the arc of a 486.00 foot non-tangent radius curve to the left through a central angle of 21°26'16", (chord bears South 01°11'55" West 180.78 feet); thence South 09°31'13" East 96.66 feet; thence Southerly along the arc of a 764.00 foot radius curve to the right through a central angle of 09°31'13", (chord bears South 04°45'37" East 126.80 feet); thence South 9.24 feet; thence North 89°27'14" West 14.00 feet to the point of beginning.

(Note: Basis of Bearing is South 00°28'14" West from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian to a found street monument located at the intersection of 10270 South and 1000 West Street.)

Subject to a Right of Way as follows:

Beginning at a point which is South 1187.84 feet and East 1037.76 feet from the North quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°26'43" East 20 feet; thence South 89°33'17" East 20 feet; thence South 00°26'43" West 20 feet; thence North 89°33'17" West 20 feet to the point of beginning.

Less and excepting therefrom:

Beginning at a point which is South 1187.84 feet and East 1037.76 feet from the North quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°33'17" East 157.59 feet; thence South 00°26'43" West 180.95 feet; thence South 88°00'11" West 36.28 feet along existing field fence; thence North 88°06'56" West 121.38 feet along said fence; thence North 00°26'43" East 18.55 feet; thence North 89°03'03" West 16.50 feet; thence North 45°00'00" East 23.52 feet; thence North 00°26'43" East 143.99 feet to the point of beginning.

Less and excepting therefrom:

Commencing 80 rods North and 43.42 rods East from the center of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 16.5 feet; thence East 768.5 feet; thence South 16.5 feet; thence West 768.5 feet to the point of beginning. Less the trade deeded to Utah Power and Light Company.

Less and excepting therefrom:

Beginning South 1348.725 feet and East 1036.505 feet from the North quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 89°03'03" West 16.5 feet; thence North 45°East 23.52 feet; thence South 00°26'43" West 16.9 feet to the point of beginning.

Also less and excepting a parcel of land in fee for the widening of 10600 South Street known as Project No. 0151, being part of an entire tract of property, situate in the Southeast quarter of the Northeast quarter of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southwest corner of said entire tract which is 297.705 meters (976.72 feet) South 89°29'36" West along the quarter section line and 54.398 meters (178.47 feet) North from the East quarter corner of said Section 14; and running thence North 03°05'16" East 1.060 meters (3.48 feet) along the Westerly boundary line of said entire tract to a point which is 17.955 meters (58.91 feet) radially distant Northerly from the centerline of said project at Engineer Station 37+265.740; thence Easterly 93.795 meters (307.73 feet) along the arc of a 982.045-meter (3221.93-foot) radius non-tangent curve to the left concentric with said centerline (Note: Chord to said curve bears South 81°30'23" East for a distance of 93.759 meters (307.61 feet) to the Southerly boundary line of said entire tract at a point opposite Engineer Station 37+361.250; thence South 89°28'11" West 18.851 meters (61.85 feet) along said Southerly boundary line; thence North 80°03'19" West 75.066 meters (246.28 feet) along said Southerly boundary line to the point of beginning as shown on the Official Map of said project on file in the Office of the Utah Department of Transportation.

Also less and excepting therefrom:

Beginning at a point which is South 1193.95 feet and East 1189.75 feet from the North quarter corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°17'32" East 111.85 feet; thence on a 486.00 foot non-tangent radius curve to the right 64.20 feet whose long chord bears South 12°15'39" West 64.16 feet; thence South 16°02'44" West 74.50 feet; thence on a 514.00 foot radius curve to the left 43.95 feet, whose long chord bears South 13°35'46" West 43.94 feet; thence South 88°01'19" West 69.57 feet; thence North 00°42'34" East 180.80 feet to the point of beginning.

Also less and excepting therefrom:

Beginning at the Northeast corner of Lot 1, Springhill Subdivision, a Subdivision on file in the Salt Lake County Recorder's Office in Book 90-11, Page 134, said point also lies North 0°04'29" East 98.24 feet and South 89°44'17" East 1310.87 feet and South 828.020 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°42'23" East 118.73 feet to the Southerly boundary line of Ridgecrest Subdivision, on file in the Salt Lake County Recorder's Office in Book 84-8, Page 116; thence along said boundary North 88°36'50" East 49.53 feet; thence Southerly 129.63 feet along the arc of a 314.00 foot non-tangent radius curve to the left, having a central angle of 23°39'16", (chord bears South 21°14'25" West 128.72 feet); thence North 89°17'37" West 4.35 feet to the point of beginning.

(Note: Rotate the above described legal descript9ion counter clockwise 00°15'40" to coincide with Record information.)

Also less and excepting therefrom:

Beginning at a point which is North 0°04'29" East 98.24 feet and South 89°44'17" East 1399.28 feet and South 706.97 feet from the South quarter corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base and Meridian; running thence Southwesterly 17.77 feet along the arc of a 60.00 foot radius curve to the left, (chord bears South 42°17'34" West 17.70 feet); thence Southerly 165.24 feet along the arc of a 286.00 foot radius curve to the left, (chord bears South 17°15'28" West 162.95 feet); thence South 00°42'23" West 346.22 feet; thence Southerly 137.61 feet along the arc of a 514.00 foot radius curve to the right (chord bears South 08°22'33" West 137.20 feet); thence South 16°02'44" West 74.50 feet; thence Southerly 35.02 feet along the arc of a 486.00 foot radius curve to the left (chord bears South 13°58'53" West 35.01 feet); thence South 88°01'19" West 28.80 feet; thence Northerly 43.95 feet along the arc of a 514.00 foot radius curve to the right, (chord bears North 13°35'46" East 43.94 feet); thence North 16°02'44" East 74.50 feet; thence Northerly 130.11 feet on a 486.00 foot radius curve to the left, (chord bears North 08°22'33" East 129.72 feet); thence North 00°42'23" East 346.22 feet; thence Northerly 177.35 feet along the arc of a 314.00 foot radius curve to the right, (chord bears North 16°53'13" East 175.00 feet); thence North 88°36'50" East 37.43 feet to the point of beginning.

Also less and excepting therefrom:

Any portion of the subject property contained within the confines of that certain property conveyed by South Jordan City, a Utah Municipal Corporation to Arbor Gardner, LC, by that certain Quit Claim Deed dated August 23, 2005 and recorded on August 31, 2005, as Entry No. 9478416, in Book 9182, at Page 4529, records of Salt Lake County, Utah.

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MULLIGAN'S FINANCIAL REPORT

Cash Basis

CAFR (GASB) Vs. Cash Basis Presentation

- Enterprise Fund
  - Business Type
  - Accrual Basis

- Cash Inflows/Outflows
- Unaudited
- City owned – ability to Subsidize
  - Water Purchase.
  - Admin. Fee.
  - Insurance Cost.

Subsidy – Admin. Fee.

- Support Department:
  - Executive
  - Legal
  - Finance
  - Information & Records
  - Human Resources
  - Emergency Management
  - Government Services Admin.
  - Community Services Admin.
  - Fleet

- Calculated based on support staff time and resources used.
- Reviewed by external auditors as part of annual audit.

Subsidy – Cont.

Water Purchase

- Culinary water (based on gallons used.
- Secondary water (Do no track – cost not allocated.

Insurance Cost

- Part of City Asset

Other Cost

- Books Subscriptions & Memberships
- Office Supplies
- Advertising
- Facility Maintenance
- Training
- Cell Phones
- Uniforms
- Gas & Oil
- Small Tools
- Bank Charges
- Program Supplies
- General & Admin.
- Instructor Pay
- Contingency

- Smaller operating expenditures combined for reporting purposes.
- Maintain transaction level detail.
- Detailed report submitted to State quarterly.
- Transparent.utah.gov

Revenues	9-month YTD through 3/31/14	5-Year TOTAL	2013	2012	2011	2010	2009
Driving Range	253,183	1,882,880	380,860	394,754	377,273	354,392	375,601
Green Fees	120,374	1,024,003	199,479	214,806	193,076	212,999	203,643
Miniature Golf	170,891	1,560,309	300,714	346,435	293,918	310,661	308,581
Golf Cart Rental	45,069	297,731	77,755	67,889	52,771	50,694	48,622
Batting Cages	65,194	677,121	131,704	142,294	103,120	144,678	155,325
Pro Shop	31,906	177,314	39,502	36,577	33,344	36,522	31,369
Food & Beverage	25,236	249,261	47,902	57,997	46,575	47,659	49,128
Rental Revenue	8,751	47,591	12,373	6,592	9,150	13,428	6,048
Miscellaneous	27,680	294,512	39,131	76,590	41,603	82,811	54,377
Total Revenue	**748,284**	**6,210,722**	**1,229,420**	**1,343,934**	**1,150,831**	**1,253,843**	**1,232,694**

Cash Basis

Variable Expenditures	9-month YTD through 3/31/14	5-Year TOTAL	2013	2012	2011	2010	2009
Wages & Salaries	(332,853)	(2,644,939)	(485,602)	(544,554)	(526,330)	(535,961)	(552,492)
Administrative Fee	(157,393)	(673,580)	(159,068)	(90,133)	(94,869)	(147,658)	(181,852)
Equipment & Facility Maintenance Costs	(10,914)	(102,711)	(14,715)	(19,307)	(23,092)	(24,036)	(21,561)
Utility Costs	(34,862)	(221,139)	(46,429)	(46,788)	(47,535)	(47,913)	(32,474)
Driving Range	(25,747)	(103,357)	(22,179)	(18,945)	(20,569)	(19,439)	(22,225)
Miniature Golf	(3,240)	(49,203)	(10,468)	(8,044)	(9,009)	(9,810)	(11,872)
Batting Cages	(4,554)	(31,257)	(6,255)	(5,642)	(8,419)	(6,034)	(4,907)
Golf Shop	-	(1,209)	-	-	(30)	-	(1,179)
Grounds Maintenance	(23,119)	(188,473)	(61,561)	(27,667)	(23,016)	(35,245)	(40,984)
Other variable Costs	(79,016)	(427,735)	(86,110)	(81,734)	(99,881)	(65,740)	(94,270)
Culinary Water	(23,000)	(101,131)	(23,008)	(19,060)	(18,806)	(22,057)	(18,200)
Insurance	(2,621)	(13,105)	(2,621)	(2,621)	(2,621)	(2,621)	(2,621)
Cost of Goods Sold - Pro Shop	(37,000)	(122,084)	(27,023)	(25,278)	(23,336)	(21,831)	(24,617)
Cost of Goods Sold - Food	(21,200)	(133,396)	(23,682)	(28,045)	(24,398)	(28,940)	(28,332)
Total Variable Expenditures	**(755,519)**	**(4,813,319)**	**(968,720)**	**(917,817)**	**(921,911)**	**(967,285)**	**(1,037,586)**

Cash Basis

Other	9-month YTD through 3/31/14	5-Year TOTAL	2013	2012	2011	2010	2009
Debt Expenditures							
Principal on Bond	(230,000)	(1,020,000)	(220,000)	(210,000)	(205,000)	(195,000)	(190,000)
Interest on Bond	(110,419)	(1,223,138)	(229,638)	(238,038)	(245,213)	(252,038)	(258,213)
Trustee Fees	(1,800)	(9,000)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)
Golf Cart Loan Payment	(10,000)	(45,574)	(10,000)	-	(11,858)	(11,858)	(11,858)
Capital Expenditures							
Capital Asset Purchases	(20,000)	(211,211)	(46,496)	(64,715)	-	-	(100,000)
Proceeds From Sale of Capital Assets	-	10,000	-	10,000	-	-	-
Total Debt & Capital Expenditures	(372,219)	(2,498,922)	(507,933)	(504,553)	(463,870)	(460,695)	(561,871)

Cash Basis

Mulligan's Golf and Games
Revenues and Expenditures
For the Fiscal Years Ended June 30

	9-month YTD through 3/31/14	5-Year TOTAL	2013	2012	2011	2010	2009
Revenue	748,284	6,210,722	1,229,420	1,343,934	1,150,831	1,253,843	1,232,694
Variable Expenditures	(755,519)	(4,813,319)	(968,720)	(917,817)	(921,911)	(967,285)	(1,037,586)
Revenue Less Variable Expenditures	(7,235)	1,397,403	260,700	426,117	228,919	286,558	195,108
Debt & Capital Expenditures	(372,219)	(2,498,922)	(507,933)	(504,553)	(463,870)	(460,695)	(561,871)
Net Deficit	$ (379,454)	$ (1,101,519)	$ (247,233)	$ (78,436)	$ (234,951)	$ (174,137)	$ (366,763)

Cash Basis

ADMIN FEES FY 12-13

GF Division	12-13 Budgeted Wages/Benefits	General Fund	Water	Secondary Water	Street Lighting	Storm Drain	Sanitation	Recycling	Mulligans	Fitness Center	RDA & CDA	Total
Engineering	$ 1,569,344.24	$ 1,112,388.12	$ 276,943.10	$ 79,390.36	$ 33,233.17	$ 67,389.49	$ -	$ -	$ -	$ -	$ -	$ 1,569,344.24
Utility Billing	$ 145,243.83	$ 9,682.92	$ 128,298.72	$ 484.15	$ -	$ -	$ 3,389.02	$ 3,389.02	$ -	$ -	$ -	$ 145,243.83
Information Center	$ 347,007.88	$ 106,994.10	$ 78,076.77	$ 9,253.54	$ 17,350.39	$ 2,891.73	$ 34,122.44	$ 9,253.54	$ 578.35	$ 86,751.97	$ 1,735.04	$ 347,007.88
Public Works Admin	$ 668,940.00	$ 225,767.25	$ 110,793.19	$ 56,441.81	$ 58,532.25	$ 92,815.43	$ 68,566.35	$ 56,023.73	$ -	$ -	$ -	$ 668,940.00
Legal	$ 677,238.79	$ 615,319.81	$ 9,674.84	$ 7,739.87	$ 3,869.94	$ 7,739.87	$ 2,902.45	$ 2,902.45	$ 5,804.90	$ 8,707.36	$ 12,577.29	$ 677,238.79
Finance	$ 687,972.57	$ 494,480.28	$ 49,018.05	$ 14,619.42	$ 12,899.49	$ 18,919.25	$ 12,899.49	$ 10,319.59	$ 42,998.29	$ 21,499.14	$ 10,319.59	$ 687,972.57
Executive	$ 394,614.34	$ 276,230.04	$ 35,515.29	$ 7,892.29	$ 7,399.02	$ 7,399.02	$ 7,399.02	$ 7,399.02	$ 7,399.02	$ 10,851.89	$ 27,129.74	$ 394,614.34
ACM - Laurie Johnson	$ 166,628.29	$ 116,639.80	$ 16,662.83	$ 3,332.57	$ 1,666.28	$ 3,332.57	$ 1,666.28	$ 1,666.28	$ 6,665.13	$ 6,665.13	$ 8,331.41	$ 166,628.29
ACM - Gary Whatcott	$ 172,116.81	$ 129,087.61	$ 15,490.51	$ 17,211.68	$ 1,721.17	$ 3,442.34	$ 1,721.17	$ 1,721.17	$ -	$ -	$ 1,721.17	$ 172,116.81
City Recorder	$ 156,344.80	$ 109,441.36	$ 23,451.72	$ 3,126.90	$ 1,563.45	$ 3,126.90	$ 1,563.45	$ 3,126.90	$ 3,126.90	$ 4,690.34	$ 3,126.90	$ 156,344.80
City Commerce and Sustainability	$ 209,310.62	$ 104,655.31	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 104,655.31	$ 209,310.62
Information & Records Admin	$ 230,171.52	$ 178,382.93	$ 12,659.43	$ 2,301.72	$ 1,150.86	$ 1,150.86	$ 4,603.43	$ 1,150.86	$ 4,603.43	$ 4,603.43	$ 19,564.58	$ 230,171.52
Emergency Management	$ 175,441.17	$ 131,580.88	$ 8,772.06	$ 3,508.82	$ 4,386.03	$ 7,017.65	$ 2,631.62	$ 1,754.41	$ 6,140.44	$ 7,894.85	$ 1,754.41	$ 175,441.17
Government Svcs Admin	$ 213,441.55	$ 182,492.53	$ 8,537.66	$ 2,134.42	$ 2,134.42	$ 2,134.42	$ 1,067.21	$ -	$ 7,470.45	$ 7,470.45	$ -	$ 213,441.55
Community Services Admin	$ 317,665.48	$ 164,127.16	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,472.12	$ 127,066.19	$ -	$ 317,665.48
Community Services Programs	$ 440,889.71	$ 220,444.86	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 220,444.86	$ -	$ 440,889.71
Human Resources	$ 139,633.35	$ 112,982.62	$ 5,762.32	$ 1,646.38	$ 823.19	$ 3,292.75	$ 823.19	$ -	$ 5,350.73	$ 8,952.17	$ -	$ 139,633.35
Fleet	$ 332,094.61	$ 283,789.94	$ 27,775.19	$ 3,622.85	$ 3,622.85	$ 8,453.32	$ 3,622.85	$ -	$ 1,207.62	$ -	$ -	$ 332,094.61
Information Services	$ 514,805.07	$ 474,887.03	$ 12,388.36	$ 1,376.48	$ 2,752.97	$ 2,752.97	$ 1,376.48	$ -	$ 12,388.36	$ 6,882.42	$ -	$ 514,805.07
Facilities	$ 627,000.41	$ 570,415.21	$ 22,783.18	$ 5,599.53	$ 5,833.02	$ 16,622.47	$ 5,747.00	$ -	$ -	$ -	$ -	$ 627,000.41
Total Wages/Benefits	**$ 8,185,905.04**	**$ 5,619,789.76**	**$ 842,603.22**	**$ 219,682.78**	**$ 158,938.48**	**$ 248,481.01**	**$ 154,101.45**	**$ 98,706.97**	**$ 130,205.73**	**$ 522,480.22**	**$ 190,915.44**	**$ 8,185,905.04**

	12-13 Budgeted Operations											
Engineering	$ 72,260.00	$ 51,219.59	$ 12,751.76	$ 3,655.51	$ 1,530.21	$ 3,102.93	$ -	$ -	$ -	$ -	$ -	$ 72,260.00
Utility Billing	$ 106,134.00	$ 7,075.60	$ 93,751.70	$ 353.78	$ -	$ -	$ 2,476.46	$ 2,476.46	$ -	$ -	$ -	$ 106,134.00
Information Center	$ 6,100.00	$ 1,880.83	$ 1,372.50	$ 162.67	$ 305.00	$ 50.83	$ 599.83	$ 162.67	$ 10.17	$ 1,525.00	$ 30.50	$ 6,100.00
Public Works Admin	$ 53,042.00	$ 17,901.68	$ 8,785.08	$ 4,475.42	$ 4,641.18	$ 7,359.58	$ 5,436.81	$ 4,442.27	$ -	$ -	$ -	$ 53,042.00
Legal	$ 78,400.00	$ 71,232.00	$ 1,120.00	$ 896.00	$ 448.00	$ 896.00	$ 336.00	$ 336.00	$ 672.00	$ 1,008.00	$ 1,456.00	$ 78,400.00
Finance	$ 220,504.00	$ 158,487.25	$ 15,710.91	$ 4,685.71	$ 4,134.45	$ 6,063.86	$ 4,134.45	$ 3,307.56	$ 13,781.50	$ 6,890.75	$ 3,307.56	$ 220,504.00
Executive	$ 343,302.00	$ 240,311.40	$ 30,897.18	$ 6,866.04	$ 6,436.91	$ 6,436.91	$ 6,436.91	$ 6,436.91	$ 6,436.91	$ 9,440.81	$ 23,602.01	$ 343,302.00
ACM - Laurie Johnson	$ 82,450.00	$ 57,715.00	$ 8,245.00	$ 1,649.00	$ 824.50	$ 1,649.00	$ 824.50	$ 824.50	$ 3,298.00	$ 3,298.00	$ 4,122.50	$ 82,450.00
ACM - Gary Whatcott	$ 51,500.00	$ 38,625.00	$ 4,635.00	$ 5,150.00	$ 515.00	$ 1,030.00	$ 515.00	$ 515.00	$ -	$ -	$ 515.00	$ 51,500.00
City Recorder	$ 148,105.00	$ 103,673.50	$ 22,215.75	$ 2,962.10	$ 1,481.05	$ 2,962.10	$ 1,481.05	$ 2,962.10	$ 2,962.10	$ 4,443.15	$ 2,962.10	$ 148,105.00
City Commerce & Sustainability	$ 18,365.00	$ 9,182.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,182.50	$ 18,365.00
Information & Records Admin	$ 29,390.00	$ 22,777.25	$ 1,616.45	$ 293.90	$ 146.95	$ 146.95	$ 587.80	$ 146.95	$ 587.80	$ 587.80	$ 2,498.15	$ 29,390.00
Emergency Management	$ 17,540.00	$ 13,155.00	$ 877.00	$ 350.80	$ 438.50	$ 701.60	$ 263.10	$ 175.40	$ 613.90	$ 789.30	$ 175.40	$ 17,540.00
Government Svcs Admin	$ 10,753.00	$ 9,193.82	$ 430.12	$ 107.53	$ 107.53	$ 107.53	$ 53.77	$ -	$ 376.36	$ 376.36	$ -	$ 10,753.00
Community Services Admin	$ 32,643.00	$ 16,865.55	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,720.25	$ 13,057.20	$ -	$ 32,643.00
Community Services Programs	$ 116,444.00	$ 58,222.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 58,222.00	$ -	$ 116,444.00
Human Resources	$ 44,023.00	$ 35,620.67	$ 1,816.72	$ 519.06	$ 259.53	$ 1,038.13	$ 259.53	$ -	$ 1,686.95	$ 2,822.40	$ -	$ 44,023.00
Fleet	$ 266,554.00	$ 227,782.51	$ 22,293.61	$ 2,907.86	$ 2,907.86	$ 6,785.01	$ 2,907.86	$ -	$ 969.29	$ -	$ -	$ 266,554.00
Information Services	$ 382,773.00	$ 353,092.74	$ 9,211.11	$ 1,023.46	$ 2,046.91	$ 2,046.91	$ 1,023.46	$ -	$ 9,211.11	$ 5,117.29	$ -	$ 382,773.00
Facilities	$ 495,588.00	$ 450,862.44	$ 18,008.08	$ 4,425.93	$ 4,610.48	$ 13,138.58	$ 4,542.49	$ -	$ -	$ -	$ -	$ 495,588.00
Total Operations	**$ 2,575,870.00**		**$ 120,246.02**	**$ 26,255.69**	**$ 19,775.23**	**$ 36,042.72**	**$ 18,895.47**	**$ 11,060.86**	**$ 28,862.67**	**$ 98,154.30**	**$ 43,057.66**	**$ 2,575,870.00**

ADMIN FEES FY 11-12

GF Division	11-12 Budgeted Wages/Benefits	General Fund	Water	Secondary Water	Street Lighting	Storm Drain	Sanitation	Recycling	Mulligans	Fitness Center	RDA & CDA	Rec Programs	Total
Engineering	$ 1,602,306.00	$ 1,135,752.19	$ 282,759.88	$ 81,057.83	$ 33,931.19	$ 68,804.90	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,602,306.00
Utility Billing	$ 254,926.00	$ 47,798.63	$ 168,888.48	$ 3,186.58	$ -	$ -	$ 25,492.60	$ 9,559.73	$ -	$ -	$ -	$ -	$ 254,926.00
Information Center	$ 392,980.00	$ 121,168.83	$ 88,420.50	$ 11,134.43	$ 19,649.00	$ 3,274.83	$ 38,643.03	$ 10,479.47	$ 654.97	$ 98,245.00	$ 3,929.80	$ -	$ 395,599.87
MS Ops	$ 507,312.00	$ 106,535.52	$ 81,169.92	$ 65,950.56	$ 40,584.96	$ 96,389.28	$ 65,950.56	$ 50,731.20	$ -	$ -	$ -	$ -	$ 507,312.00
Legal	$ 605,459.00	$ 508,585.56	$ 13,622.83	$ 13,622.83	$ 7,568.24	$ 12,109.18	$ 3,027.30	$ 3,027.30	$ 13,622.83	$ 13,622.83	$ 15,136.48	$ -	$ 603,945.35
Finance	$ 759,624.00	$ 546,929.28	$ 49,375.56	$ 14,242.95	$ 14,242.95	$ 19,940.13	$ 14,242.95	$ 10,444.83	$ 47,476.50	$ 22,788.72	$ 19,940.13	$ -	$ 759,624.00
Brian Preece	$ 125,228.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 125,228.00	$ -	$ 125,228.00
Don Tingey	$ 126,714.00	$ 107,706.90	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,007.10	$ 126,714.00
Rec Programmers & Aides	$ 81,561.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 81,561.00	$ 81,561.00
HR	$ 136,377.00	$ 110,347.79	$ 5,627.94	$ 1,607.98	$ 803.99	$ 3,215.96	$ 803.99	$ -	$ 5,225.94	$ 8,743.40	$ -	$ -	$ 136,377.00
Fleet	$ 318,926.00	$ 270,568.99	$ 26,481.22	$ 3,454.07	$ 3,454.07	$ 8,059.50	$ 3,454.07	$ -	$ 1,151.36	$ -	$ -	$ -	$ 316,623.29
Information Services	$ 189,255.00	$ 173,190.92	$ 4,518.02	$ 502.00	$ 1,004.01	$ 1,004.01	$ 502.00	$ -	$ 4,518.02	$ 2,510.01	$ -	$ -	$ 187,748.99
Facilities	$ 603,082.00	$ 368,877.40	$ 14,733.48	$ 3,621.12	$ 3,772.11	$ 10,749.45	$ 3,716.48	$ -	$ 17,483.09	$ 180,128.85	$ -	$ -	$ 603,082.00
Total Wages/Benefits	**$ 5,703,750.00**	**$ 3,497,462.01**	**$ 735,597.83**	**$ 198,380.36**	**$ 125,010.51**	**$ 223,547.25**	**$ 155,832.99**	**$ 84,242.52**	**$ 90,132.71**	**$ 326,038.82**	**$ 164,234.41**	**$ 100,568.10**	**$ 5,701,047.50**
	11-12 Budgeted Operations		70%	3%	0%	5%	10%	4%	0%	0%	2%	6%	
Executive	$ 1,320,804.00		$ 462,281.40	$ 19,812.06	$ -	$ 33,020.10	$ 66,040.20	$ 26,416.08	$ -	$ -	$ 13,208.04	$ -	$ 660,402.00
Finance	$ 220,507.00		$ 77,177.45	$ 3,307.61	$ -	$ 5,512.68	$ 11,025.35	$ 4,410.14	$ -	$ -	$ 2,205.07	$ 6,615.21	$ 110,253.50
Legal	$ 74,323.00		$ 26,013.05	$ 1,114.85	$ -	$ 1,858.08	$ 3,716.15	$ 1,486.46	$ -	$ -	$ 743.23	$ -	$ 37,161.50
Human Resources	$ 34,703.00		$ 7,287.63	$ 312.33	$ -	$ 520.55	$ 1,041.09	$ 416.44	$ -	$ -	$ -	$ 624.65	$ 10,410.90
Recorder	$ 362,936.00		$ 50,811.04	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,451.74	$ -	$ 72,587.20
Engineering	$ 73,061.00		$ 38,357.03	$ 1,643.87	$ -	$ 2,739.79	$ 5,479.58	$ 2,191.83	$ -	$ -	$ 1,095.92	$ -	$ 54,795.75
MS Operations	$ 53,042.00		$ 27,847.05	$ 1,193.45	$ -	$ 1,989.08	$ 3,978.15	$ 1,591.26	$ -	$ -	$ -	$ -	$ 39,781.50
Information Services	$ 414,293.00		$ 58,001.02	$ 2,485.76	$ -	$ 4,142.93	$ 8,285.86	$ 3,314.34	$ -	$ -	$ 1,657.17	$ 4,971.52	$ 82,858.60
Information Center	$ 6,200.00		$ 1,302.00	$ 55.80	$ -	$ 93.00	$ 186.00	$ 74.40	$ -	$ -	$ 37.20	$ 111.60	$ 1,860.00
Economic Development	$ 14,150.00		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,150.00	$ -	$ 14,150.00
Utility Billing	$ 108,989.00		$ 57,219.23	$ 2,452.25	$ -	$ 4,087.09	$ 8,174.18	$ 3,269.67	$ -	$ -	$ -	$ -	$ 81,741.75
Facilities	$ 481,188.00		$ 252,623.70	$ 10,826.73	$ -	$ 18,044.55	$ 36,089.10	$ -	$ -	$ -	$ -	$ -	$ 360,891.00
Fleet	$ 266,565.00		$ 93,297.75	$ 3,998.48	$ -	$ 6,664.13	$ 13,328.25	$ 5,331.30	$ -	$ -	$ -	$ 7,996.95	$ 133,282.50
Total Operations	**$ 3,430,761.00**		**$ 1,152,218.34**	**$ 47,203.17**	**$ -**	**$ 78,671.95**	**$ 157,343.90**	**$ 48,501.92**	**$ -**	**$ -**	**$ 34,548.37**	**$ 20,319.93**	**$ 1,660,176.20**

ADMIN FEES FY 09-10

GF Division	09-10 Budgeted Wages/Benefits	General Fund	Water	Secondary Water	Street Lighting	Storm Drain	Sanitation	Recycling	Mulligans	Fitness Center	RDA	Rec Programs	Total
Engineering	$ 1,477,291.00	$ 1,047,138.62	$ 256,353.44	$ 74,733.54	$ 31,283.81	$ 67,781.59	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,477,291.00
Utility Billing	$ 195,015.00	$ 36,565.31	$ 129,197.44	$ 2,437.69	$ -	$ -	$ 19,501.50	$ 7,313.06	$ -	$ -	$ -	$ -	$ 195,015.00
Information Center	$ 378,070.00	$ 112,340.80	$ 91,817.00	$ 13,502.50	$ 18,903.50	$ 2,700.50	$ 37,266.90	$ 11,342.10	$ 540.10	$ 85,875.90	$ 3,780.70	$ -	$ 378,070.00
MS Ops	$ 491,159.00	$ 103,143.39	$ 78,585.44	$ 63,850.67	$ 39,292.72	$ 93,320.21	$ 63,850.67	$ 49,115.90	$ -	$ -	$ -	$ -	$ 491,159.00
Legal	$ 598,420.00	$ 502,672.80	$ 13,464.45	$ 13,464.45	$ 7,480.25	$ 11,968.40	$ 2,992.10	$ 2,992.10	$ 13,464.45	$ 13,464.45	$ 14,960.50	$ -	$ 596,923.95
Budget	$ 413,929.00	$ 197,858.06	$ 49,671.48	$ 16,557.16	$ 16,557.16	$ 21,524.31	$ 14,073.59	$ 14,073.59	$ 19,040.73	$ 19,040.73	$ 45,532.19	$ -	$ 413,929.00
Accounting	$ 363,945.00	$ 291,883.89	$ 10,918.35	$ 4,367.34	$ 4,367.34	$ 4,367.34	$ 6,551.01	$ 3,639.45	$ 21,836.70	$ 12,374.13	$ 3,639.45	$ -	$ 363,945.00
Brian Preece	$ 122,376.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 122,376.00	$ -	$ 122,376.00
Don Tingey	$ 123,734.00	$ 105,173.90	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,560.10	$ 123,734.00
Rec Programmers & Aides	$ 179,498.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 179,498.00	$ 179,498.00
HR	$ 190,279.00	$ 153,961.93	$ 7,852.34	$ 2,243.53	$ 1,121.76	$ 4,487.05	$ 1,121.76	$ -	$ 7,291.46	$ 12,199.17	$ -	$ -	$ 190,279.00
Fleet	$ 309,715.00	$ 262,754.60	$ 25,716.41	$ 3,354.31	$ 3,354.31	$ 7,826.73	$ 3,354.31	$ -	$ 1,118.10	$ -	$ -	$ -	$ 307,478.79
Information Services	$ 467,982.00	$ 428,259.39	$ 11,171.98	$ 1,241.33	$ 2,482.66	$ 2,482.66	$ 1,241.33	$ -	$ 11,171.98	$ 6,206.66	$ -	$ -	$ 464,258.01
Facilities	$ 451,749.00	$ 388,633.01	$ 17,196.59	$ 4,226.49	$ 4,402.72	$ 12,546.52	$ 4,337.79	$ -	$ 20,405.88	$ -	$ -	$ -	$ 451,749.00
Parks Facilities	$ 261,094.00	$ 43,398.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 217,695.72	$ -	$ -	$ 261,094.00
Total Wages/Benefits	**$ 6,024,256.00**	**$ 3,673,783.99**	**$ 691,944.92**	**$ 199,979.01**	**$ 129,246.24**	**$ 229,005.31**	**$ 154,290.97**	**$ 88,476.20**	**$ 94,869.41**	**$ 366,856.76**	**$ 190,288.84**	**$ 198,058.10**	**$ 6,016,799.75**

	09-10 Budgeted Operations		70%	3%	0%	5%	10%	4%	0%	0%	2%	6%	
Executive	$ 1,637,419.00		$ 573,096.65	$ 24,561.29	$ -	$ 40,935.48	$ 81,870.95	$ 32,748.38	$ -	$ -	$ 16,374.19	$ -	$ 818,709.50
Accounting	$ 96,200.00		$ 20,202.00	$ 865.80	$ -	$ 1,443.00	$ 2,886.00	$ 1,154.40	$ -	$ -	$ -	$ 1,731.60	$ 28,860.00
Budget	$ 48,442.00		$ 16,954.70	$ 726.63	$ -	$ 1,211.05	$ 2,422.10	$ 968.84	$ -	$ -	$ 484.42	$ 1,453.26	$ 24,221.00
Legal	$ 74,323.00		$ 26,013.05	$ 1,114.85	$ -	$ 1,858.08	$ 3,716.15	$ 1,486.46	$ -	$ -	$ 743.23	$ -	$ 37,161.50
Human Resources	$ 34,703.00		$ 7,287.63	$ 312.33	$ -	$ 520.55	$ 1,041.09	$ 416.44	$ -	$ -	$ -	$ 624.65	$ 10,410.90
Recorder	$ 298,513.00		$ 41,791.82	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,194.05	$ -	$ 59,702.60
Engineering	$ 73,061.00		$ 38,357.03	$ 1,643.87	$ -	$ 2,739.79	$ 5,479.58	$ 2,191.83	$ -	$ -	$ 1,095.92	$ -	$ 54,795.75
MS Operations	$ 53,042.00		$ 27,847.05	$ 1,193.45	$ -	$ 1,989.08	$ 3,978.15	$ 1,591.26	$ -	$ -	$ -	$ -	$ 39,781.50
Information Services	$ 408,243.00		$ 57,154.02	$ 2,449.46	$ -	$ 4,082.43	$ 8,164.86	$ 3,265.94	$ -	$ -	$ 1,632.97	$ 4,898.92	$ 81,648.60
Information Center	$ 6,200.00		$ 1,302.00	$ 55.80	$ -	$ 93.00	$ 186.00	$ 74.40	$ -	$ -	$ 37.20	$ 111.60	$ 1,860.00
Economic Development	$ 14,150.00		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 14,150.00	$ -	$ 14,150.00
Utility Billing	$ 108,989.00		$ 57,219.23	$ 2,452.25	$ -	$ 4,087.09	$ 8,174.18	$ 3,269.67	$ -	$ -	$ -	$ -	$ 81,741.75
Facilities	$ 118,895.00		$ 16,645.30	$ 713.37	$ -	$ 1,188.95	$ 2,377.90	$ -	$ -	$ -	$ -	$ -	$ 23,779.00
Parks Facilities	$ 34,966.00		$ 18,357.15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,573.47	$ 26,224.50
Fleet	$ 266,565.00		$ 93,297.75	$ 3,998.48	$ -	$ 6,664.13	$ 13,328.25	$ 5,331.30	$ -	$ -	$ -	$ 7,996.95	$ 133,282.50
Total Operations	**$ 3,273,711.00**		**$ 995,525.37**	**$ 40,087.56**	**$ -**	**$ 66,812.60**	**$ 133,625.20**	**$ 52,498.92**	**$ -**	**$ -**	**$ 35,711.98**	**$ 18,390.45**	**$ 1,436,329.10**

ADMIN FEES FY 09-10

GF Division	08-09 Budgeted Wages/Benefits	General Fund	Water	Secondary Water	Street Lighting	Storm Drain	Sanitation	Recycling	Mulligans	Fitness Center	RDA	Rec Programs	Total
Engineering	$ 1,547,574.95	$ 1,110,612.61	$ 254,894.70	$ 78,289.09	$ 32,772.18	$ 71,006.38	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,547,574.95
Utility Billing	$ 226,361.01	$ 42,442.69	$ 149,964.17	$ 2,829.51	$ -	$ -	$ 22,636.10	$ 8,488.54	$ -	$ -	$ -	$ -	$ 226,361.01
Information Center	$ 373,438.43	$ 118,966.81	$ 96,027.02	$ 13,337.09	$ 18,138.44	$ 2,667.42	$ 32,009.01	$ 11,203.15	$ 533.48	$ 76,821.62	$ 3,734.38	$ -	$ 373,438.43
MS Ops	$ 490,198.21	$ 102,941.62	$ 78,431.71	$ 63,725.77	$ 39,215.86	$ 93,137.66	$ 63,725.77	$ 49,019.82	$ -	$ -	$ -	$ -	$ 490,198.21
Legal	$ 642,180.62	$ 539,431.72	$ 14,449.06	$ 14,449.06	$ 8,027.26	$ 12,843.61	$ 3,210.90	$ 3,210.90	$ 14,449.06	$ 14,449.06	$ 16,054.52	$ -	$ 640,575.17
Budget	$ 407,216.24	$ 182,432.88	$ 52,938.11	$ 16,288.65	$ 13,845.35	$ 21,175.24	$ 13,845.35	$ 13,845.35	$ 26,876.27	$ 26,876.27	$ 39,092.76	$ -	$ 407,216.24
Accounting	$ 364,578.04	$ 277,808.47	$ 13,124.81	$ 6,562.40	$ 6,562.40	$ 6,562.40	$ 8,749.87	$ 5,833.25	$ 18,228.90	$ 14,583.12	$ 6,562.40	$ -	$ 364,578.04
Brian Preece	$ 121,233.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,233.00	$ -	$ 121,233.00
Don Tingey	$ 123,058.25	$ 104,599.51	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,458.74	$ 123,058.25
Rec Programmers & Aides	$ 383,706.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 383,706.40	$ 383,706.40
HR	$ 187,610.19	$ 149,090.89	$ 7,479.48	$ 1,994.53	$ 997.26	$ 3,989.05	$ 997.26	$ -	$ 10,221.95	$ 12,839.77	$ -	$ -	$ 187,610.19
Fleet	$ 305,443.20	$ 226,145.45	$ 22,516.65	$ 1,957.97	$ 1,957.97	$ 6,852.89	$ 1,957.97	$ -	$ 43,075.32	$ 978.98	$ -	$ -	$ 305,443.20
Information Services	$ 487,031.76	$ 447,542.70	$ 9,214.11	$ 1,316.30	$ 2,632.60	$ 2,632.60	$ 1,316.30	$ -	$ 11,846.72	$ 10,530.42	$ -	$ -	$ 487,031.76
Facilities	$ 496,478.17	$ 427,112.85	$ 18,899.28	$ 4,644.97	$ 4,838.65	$ 13,788.79	$ 4,767.29	$ -	$ 22,426.33	$ -	$ -	$ -	$ 496,478.17
Parks Facilities	$ 219,709.81	$ 36,519.52	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 183,190.29	$ -	$ -	$ 219,709.81
Total Wages/Benefits	**$ 6,375,818.28**	**$ 3,765,647.72**	**$ 717,939.11**	**$ 205,395.34**	**$ 128,987.97**	**$ 234,656.06**	**$ 153,215.83**	**$ 91,601.02**	**$ 147,658.04**	**$ 340,269.53**	**$ 186,677.06**	**$ 402,165.14**	**$ 6,374,212.83**
	08-09 Budgeted Operations		70%	3%	0%	5%	10%	4%	0%	0%	2%	6%	
Executive	$ 889,035.45		$ 311,162.41	$ 13,335.53	$ -	$ 22,225.89	$ 44,451.77	$ 17,780.71	$ -	$ -	$ 8,890.35	$ -	$ 444,517.73
Accounting	$ 99,500.00		$ 20,895.00	$ 895.50	$ -	$ 1,492.50	$ 2,985.00	$ 1,194.00	$ -	$ -	$ -	$ 1,791.00	$ 29,850.00
Budget	$ 20,912.00		$ 7,319.20	$ 313.68	$ -	$ 522.80	$ 1,045.60	$ 418.24	$ -	$ -	$ 209.12	$ 627.36	$ 10,456.00
Legal	$ 76,883.00		$ 26,909.05	$ 1,153.25	$ -	$ 1,922.08	$ 3,844.15	$ 1,537.66	$ -	$ -	$ 768.83	$ -	$ 38,441.50
Human Resources	$ 44,017.00		$ 9,243.57	$ 396.15	$ -	$ 660.26	$ 1,320.51	$ 528.20	$ -	$ -	$ -	$ 792.31	$ 13,205.10
Recorder	$ 268,678.04		$ 37,614.93	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,074.71	$ -	$ 53,735.61
MS Admin	$ 365,446.47		$ 127,906.26	$ 5,481.70	$ -	$ 9,136.16	$ 18,272.32	$ 7,308.93	$ -	$ -	$ -	$ -	$ 182,723.24
Admin Services Admin	$ 405,292.14		$ 56,740.90	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,863.51	$ 81,058.43
Engineering	$ 76,426.00		$ 40,123.65	$ 1,719.59	$ -	$ 2,865.98	$ 5,731.95	$ 2,292.78	$ -	$ -	$ 1,146.39	$ -	$ 57,319.50
MS Operations	$ 85,542.00		$ 44,909.55	$ 1,924.70	$ -	$ 3,207.83	$ 6,415.65	$ 2,566.26	$ -	$ -	$ -	$ -	$ 64,156.50
Information Services	$ 444,984.00		$ 62,297.76	$ 2,669.90	$ -	$ 4,449.84	$ 8,899.68	$ 3,559.87	$ -	$ -	$ 1,779.94	$ 5,339.81	$ 88,996.80
Information Center	$ 11,200.00		$ 2,352.00	$ 100.80	$ -	$ 168.00	$ 336.00	$ 134.40	$ -	$ -	$ 67.20	$ 201.60	$ 3,360.00
Economic Development	$ 136,948.16		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 136,948.16	$ -	$ 136,948.16
Utility Billing	$ 104,853.00		$ 55,047.83	$ 2,359.19	$ -	$ 3,931.99	$ 7,863.98	$ 3,145.59	$ -	$ -	$ -	$ -	$ 78,639.75
Facilities	$ 93,323.00		$ 13,065.22	$ 559.94	$ -	$ 933.23	$ 1,866.46	$ -	$ -	$ -	$ -	$ -	$ 18,664.60
Parks Facilities	$ 30,937.00		$ 16,241.93	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,392.17	$ 23,202.75
Fleet	$ 254,849.00		$ 89,197.15	$ 3,822.74	$ -	$ 6,371.23	$ 12,742.45	$ 5,096.98	$ -	$ -	$ -	$ 7,645.47	$ 127,424.50
Total Operations	**$ 3,408,826.26**		**$ 921,026.40**	**$ 34,732.66**	**$ -**	**$ 57,887.76**	**$ 115,775.52**	**$ 45,563.62**	**$ -**	**$ -**	**$ 150,884.70**	**$ 22,653.21**	**$ 1,452,700.16**

City of South Jordan
Administrative Fee Allocation

							General Fund	Water Fund	Secondary Water	Street Lighting	Storm Drain	Sanitation	Recycling	Mulligans	Rec Center	
Engineering																
Klavano	Brad	$108,464.23	$23,601.82	$14,612.33	$2,906.84	$149,585.22	$89,751.13	$22,437.78	$7,479.26	$7,479.26	$22,437.78	$0.00	$0.00	$0.00	$0.00	$149,585.22
Nielson	Jeremy	$87,842.42	$19,114.51	$14,488.60	$2,354.18	$123,799.71	$49,519.88	$43,329.90	$6,189.99	$6,189.99	$18,569.96	$0.00	$0.00	$0.00	$0.00	$123,799.71
Peltier	Ronielle	$77,887.81	$16,948.39	$11,126.28	$2,087.39	$108,049.87	$54,024.94	$54,024.94	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$108,049.87
Greenwood	Shane	$78,686.77	$17,122.24	$14,433.67	$2,108.81	$112,351.49	$11,235.15	$78,646.04	$0.00	$11,235.15	$11,235.15	$0.00	$0.00	$0.00	$0.00	$112,351.49
Merill	Burt	$62,664.38	$13,635.77	$14,337.54	$1,679.41	$92,317.10	$69,237.83	$4,615.86	$0.00	$13,847.57	$4,615.86	$0.00	$0.00	$0.00	$0.00	$92,317.10
Clinger	Christopher	$67,695.67	$14,730.58	$5,774.47	$1,814.24	$90,014.96	$76,512.72	$9,001.50	$0.00	$0.00	$4,500.75	$0.00	$0.00	$0.00	$0.00	$90,014.96
Day	Corion	$49,686.68	$10,811.82	$14,259.67	$1,331.60	$76,089.77	$45,653.86	$19,022.44	$3,804.49	$3,804.49	$3,804.49	$0.00	$0.00	$0.00	$0.00	$76,089.77
Beckstead	Brad	$55,862.43	$12,155.66	$14,296.72	$1,497.11	$83,811.92	$71,240.13	$4,190.60	$4,190.60	$0.00	$4,190.60	$0.00	$0.00	$0.00	$0.00	$83,811.92
Short	Ken	$54,502.03	$11,859.64	$14,288.56	$1,460.65	$82,110.88	$57,477.62	$12,316.63	$12,316.63	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$82,110.88
Francis	Jared	$53,983.79	$11,746.87	$14,285.45	$1,446.77	$81,462.88	$81,462.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$81,462.88
Kesler	Larry	$48,801.35	$10,619.17	$14,254.36	$1,307.88	$74,982.76	$63,735.35	$3,749.14	$3,749.14	$0.00	$3,749.14	$0.00	$0.00	$0.00	$0.00	$74,982.76
Earley	Gary	$48,714.97	$10,600.38	$14,253.84	$1,305.56	$74,874.75	$22,462.43	$52,412.33	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$74,874.75
Thorne	Jerimie	$41,070.87	$8,937.02	$14,207.97	$1,100.70	$65,316.56	$16,329.14	$39,189.94	$6,531.66	$0.00	$3,265.83	$0.00	$0.00	$0.00	$0.00	$65,316.56
Associate Engineer		$49,686.68	$10,811.82	$14,259.67	$1,331.60	$76,089.77	$7,608.98	$7,608.98	$60,871.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$76,089.77
Necaise	Cary	$42,301.70	$9,204.85	$5,622.10	$1,133.69	$58,262.34	$58,262.34	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$58,262.34
Paz	Ana Maria	$51,910.81	$11,295.79	$14,273.01	$1,391.21	$78,870.82	$7,887.08	$7,887.08	$63,096.66	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$78,870.82
		$979,762.59	$213,196.33	$208,774.24	$26,257.64	$1,427,990.80	$782,401.44	$358,433.14	$168,230.23	$42,556.45	$76,369.54	$0.00	$0.00	$0.00	$0.00	$1,427,990.80
Utility Billing																
Pfost	Kelly	$64,737.36	$14,086.85	$5,756.72	$155.37	$84,736.30	$ 56,773	$ 11,863	$ 1,695	$ -	$ -	$ 1,695	$ 1,695	$ 4,237	$ 6,779	$ 84,736
Kessler	Stacey	$37,335.19	$8,124.14	$14,185.56	$89.60	$59,734.49	$ 7,765	$ 34,646	$ 3,584	$ -	$ 3,584	$ 4,779	$ 4,779	$ -	$ 597	$ 59,734
Rocha	Felina	$26,452.06	$5,755.97	$5,527.00	$63.48	$37,798.51	$ 10,206	$ 17,009	$ 1,512	$ -	$ 1,512	$ 4,536	$ 2,268	$ -	$ 756	$ 37,799
New Position		$28,179.54	$6,131.87	$14,130.63	$67.63	$48,509.67	$ 13,098	$ 21,829	$ 1,940	$ -	$ 1,940	$ 5,821	$ 2,911	$ -	$ 970	$ 48,510
Thacker	Jill	$26,020.19	$5,661.99	$14,117.67	$62.45	$45,862.30	$ 12,383	$ 20,638	$ 1,834	$ -	$ 1,834	$ 5,503	$ 2,752	$ -	$ 917	$ 45,862
Information Center																
Day	Lori	$56,920.51	$12,385.90	$14,303.07	$136.61	$83,746.09	$ 12,562	$ 36,848	$ 5,862	$ -	$ 9,212	$ 9,212	$ 9,212	$ -	$ 837	$ 83,746
Vacant	Morgan	$30,857.13	$6,714.51	$5,553.43	$826.97	$43,952.04	$ 11,867	$ 19,778	$ 1,758	$ -	$ 1,758	$ 5,274	$ 2,637	$ -	$ 879	$ 43,952
Vacant	Penny	$30,014.99	$6,531.26	$10,839.04	$72.04	$47,457.33	$ 12,813	$ 21,356	$ 1,898	$ -	$ 1,898	$ 5,695	$ 2,847	$ -	$ 949	$ 47,457
New Position		$37,553.62	$8,171.67	$14,186.87	$90.13	$60,002.29	$ 16,201	$ 27,001	$ 2,400	$ -	$ 2,400	$ 7,200	$ 3,600	$ -	$ 1,200	$ 60,002
New Position		$37,553.62	$8,171.67	$14,186.87	$90.13	$60,002.29	$ 16,201	$ 27,001	$ 2,400	$ -	$ 2,400	$ 7,200	$ 3,600	$ -	$ 1,200	$ 60,002
Stirland	Joy	$26,452.06	$5,755.97	$5,527.00	$63.48	$37,798.51	$ 10,206	$ 17,009	$ 1,512	$ -	$ 1,512	$ 4,536	$ 2,268	$ -	$ 756	$ 37,799
Cambell	Tyler	$25,912.22	$5,638.50	$5,523.76	$62.19	$37,136.67	$ 10,027	$ 16,712	$ 1,485	$ -	$ 1,485	$ 4,456	$ 2,228	$ -	$ 743	$ 37,137
		$427,988.49	$93,130.30	$123,837.62	$1,780.08	$646,736.49	$ 190,101	$ 271,691	$ 27,882	$ -	$ 29,537	$ 65,908	$ 40,797	$ 4,237	$ 16,584	$ 646,736
GIS																
Storm Drain GIS Support		$37,789.00	$8,223.00	$10,886.00	$1,013.00	$57,911.00	$ 5,791	$ -	$ -	$ -	$ 52,120	$ -	$ -	$ -	$ -	$ 57,911
					Total Personnel Admin Fees			$ 630,124	$ 196,112	$ 42,556	$ 158,026	$ 65,908	$ 40,797	$ 4,237	$ 16,584	$ 2,132,638
								50%	3%	5%	5%	12%	4%	11%	11%	
					Executive		$ 882,482	$ 108,104	$ 6,619	$ 11,031	$ 11,031	$ 26,474	$ 8,825	$ 24,268	$ 24,268	$ 1,103,103
					Budget		$ 244,661	$ 31,806	$ 2,447	$ 3,058	$ 2,447	$ 7,340	$ 1,835	$ 6,117	$ 6,117	$ 305,826
					Legal		$ 564,882	$ 73,435	$ 5,649	$ 7,061	$ 5,649	$ 16,946	$ 4,237	$ 14,122	$ 14,122	$ 706,103
					I/S		$ 803,776	$ 104,491	$ 8,038	$ 10,047	$ 8,038	$ 24,113	$ 6,028	$ 20,094	$ 20,094	$ 1,004,720
					COO		$ 155,419	$ 20,204	$ 1,554	$ 1,943	$ 1,554	$ 4,663	$ 1,166	$ 3,885	$ 3,885	$ 194,274
					Finance		$ 378,568	$ 49,214	$ 3,786	$ 4,732	$ 3,786	$ 11,357	$ 2,839	$ 9,464	$ 9,464	$ 473,210
					MS Admin		$ 182,287	$ 94,789	$ 7,291	$ 9,114	$ 7,291	$ 21,874	$ 5,469	$ 18,229	$ 18,229	$ 364,573
					Facilities		$ 296,383	$ 66,051	$ 5,081	$ 6,351	$ 5,081	$ 15,243	$ 3,811	$ 12,702	$ 12,702	$ 423,404
					MS Operations		$ 293,576	$ 152,660	$ 11,743	$ 14,679	$ 11,743	$ 35,229	$ 8,807	$ 29,358	$ 29,358	$ 587,152
					MS SP&B		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
					Engineering		$ 18,357	$ 28,636	$ 2,203	$ 2,753	$ 2,203	$ 6,608	$ 1,652	$ 5,507	$ 5,507	$ 73,426
					Utility Billing		$ 27,167	$ 42,381	$ 3,260	$ 4,075	$ 3,260	$ 9,780	$ 2,445	$ 8,150	$ 8,150	$ 108,668
					Information Center		$ 2,500	$ 3,900	$ 300	$ 375	$ 300	$ 900	$ 225	$ 750	$ 750	$ 10,000
					City Recorder		$ 198,935	$ 25,862	$ 1,989	$ 2,487	$ 1,989	$ 5,968	$ 1,492	$ 4,973	$ 4,973	$ 248,669
					H/R		$ 159,158	$ 14,596	$ 4,375	$ 1,135	$ 2,836	$ 1,135	$ -	$ 16,451	$ 31,768	$ 231,454
					Fleet		$ 478,456	$ 60,496	$ 4,610	$ -	$ -	$ 7,088	$ -	$ 3,544	$ 7,088	$ 561,282
					Total G&A Admin Fees			$ 876,623	$ 68,945	$ 78,841	$ 67,208	$ 194,719	$ 48,830	$ 177,615	$ 196,476	$ 1,709,258

CITY OF SOUTH JORDAN

Statement of Net Assets
Proprietary Funds
June 30, 2004

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligans Fund	Total
ASSETS				
Current Assets				
Cash & Cash Equivalents	$ 21,271,447	$ -	$ 475,881	$ 21,747,328
Accounts Receivable	1,283,696	245,877	-	1,529,573
Inventories	20,577	-	29,152	49,729
Due from Other Funds	582,013			582,013
Total Current Assets	23,157,733	245,877	505,033	23,908,643
Noncurrent Assets				
Restricted Cash	282,313	-	886,800	1,169,113
Investment in Landfill	-	2,281,493	-	2,281,493
Bond Issuance Costs	608,128	-	312,784	920,912
Accumulated Amortization	(42,200)	-	-	(42,200)
Fixed Assets				
Land	2,095,303	-	10,016,947	12,112,250
Water Shares	17,116,232	-	-	17,116,232
Buildings and Structures	1,260,345	-	699,800	1,960,145
Improvements - Other than Buildings	25,088,402	-	-	25,088,402
Machinery and Equipment	1,398,160	497,920	79,551	1,975,631
Construction in Progress	4,213,434	-	-	4,213,434
Less Accumulated Depreciation	(7,372,738)	(33,651)	-	(7,406,389)
Fixed Assets (Net of Accum Depreciation)	43,799,138	464,269	10,796,298	55,059,705
Total Noncurrent Assets	44,647,379	2,745,762	11,995,882	59,389,023
Total Assets	67,805,112	2,991,639	12,500,915	83,297,666
LIABILITIES				
Current Liabilities				
Accounts Payable	730,694	134,278	915	865,887
Accrued Liabilities	27,865	1,130	-	28,995
Interest Payable	381,533	-	-	381,533
Due to Other Funds	-	582,013	-	582,013
Construction Bonds and Refunds	17,137	-	-	17,137
Current Portion Compensated Absenses	14,180	438	-	14,618
Current Portion Note Payable	-	150,000	-	150,000
Current Portion Bonds Payable	850,000	-	-	850,000
Total Current Liabilities	2,021,409	867,859	915	2,890,183
Noncurrent Liabilities				
Note Payable	-	502,068	-	502,068
Unamortized Bond Premium	864,192	-	-	864,192
Bonds Payable	24,720,000	-	12,500,000	37,220,000
Total Noncurrent Liabilities	25,584,192	502,068	12,500,000	38,586,260
Total Liabilities	27,605,601	1,369,927	12,500,915	41,476,443
NET ASSETS				
Investment in Capital Assets, net of related debt	35,934,367	464,269	(1,227,821)	35,170,815
Restricted for:				
Impact Fees	674,536	-	-	674,536
Debt Service	282,313	-	886,800	1,169,113
Unrestricted	3,308,295	1,157,443	341,021	4,806,759
Total Net Assets	$ 40,199,511	$ 1,621,712	$ -	$ 41,821,223

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2004

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligan's Fund	Total
Operating Revenues				
Charges for Services	$ 7,073,012	$ 1,802,840	$ -	$ 8,875,852
Miscellaneous	29,757	-	-	29,757
Total Operating Revenue	7,102,769	1,802,840	-	8,905,609
Operating Expenses				
Costs of Services	4,109,259	1,197,893	-	5,307,152
General and Administrative	492,259	72,054	-	564,313
Depreciation	976,341	33,651	-	1,009,992
Total Operating Expenses	5,577,859	1,303,598	-	6,881,457
Operating Income (Loss)	1,524,910	499,242	-	2,024,152
Non-Operating Revenues (Expenses)				
Impact Fees	1,826,028	-	-	1,826,028
Increase in Joint Venture	-	103,482	-	103,482
Interest	239,998	-	-	239,998
Grant Revenue	130,000	-	-	130,000
Amortization of Bond Issuance Costs	(30,407)	-	-	(30,407)
Interest Expense	(978,463)	(3,128)	-	(981,591)
Total Non-OperatingRevenue (Expenses)	1,187,156	100,354	-	1,287,510
Net Income (Loss) Before Contributions and Transfers	2,712,066	599,596	-	3,311,662
Contributions and Operating Transfers				
Capital Contributions	2,262,023	-	-	2,262,023
Transfers Out	(85,746)	(172,000)	-	(257,746)
Total Contributions & Operating Transfers	2,176,277	(172,000)	-	2,004,277
Change in Net Assets	4,888,343	427,596	-	5,315,939
Total Net Assets - Beginning	35,311,168	1,194,116	-	36,505,284
Total Net Assets - Ending	$ 40,199,511	$ 1,621,712	$ -	$ 41,821,223

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2004

	Water Fund	Sanitation Fund	Mulligans	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	$ 6,767,871	$ 1,781,506	$ -	$ 8,549,377
Payments to Suppliers	(3,891,035)	(1,180,975)	(28,237)	(5,100,247)
Payments to Employees	(560,222)	(45,220)	-	(605,442)
Net cash provided (used) by operating activities	2,316,614	555,311	(28,237)	2,843,688
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Advances from other funds	(321,117)	321,117	-	-
Transfers Out	(85,746)	(172,000)	-	(257,746)
Net Cash Provided (Used) by Noncapital Activities	(406,863)	149,117	-	(257,746)
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Impact Fees	1,826,028	-	-	1,826,028
Purchase of Capital Assets	(5,748,700)	(497,920)	(10,796,298)	(17,042,918)
Proceeds from Sale of Bonds	23,519,676	-	12,500,000	36,019,676
Payment of Bond Issuance Costs	(519,676)	-	(312,784)	(832,460)
Repayment of Debt	(110,000)	(203,381)	-	(313,381)
Interest on Long-Term Debt	(670,474)	(3,127)	-	(673,601)
Net cash provided (used) by capital and related financing activities	18,296,854	(704,428)	1,390,918	18,983,344
CASH FLOW FROM INVESTING ACTIVITIES				
Interest Income	239,998	-	-	239,998
Net increase (decrease) in cash and cash equivalents	20,446,603	-	1,362,681	21,809,284
Cash and cash equivalents - beginning of year	1,107,157	-	-	1,107,157
Cash and cash equivalents - end of year	$ 21,553,760	$ -	$ 1,362,681	$ 22,916,441
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating Income (Loss)	$ 1,524,910	$ 499,242	$ -	$ 2,024,152
Adjustments to reconcile operating income to net cash provided (Used) by operating activities:				
Depreciation expense	976,341	33,651	-	1,009,992
(Increase) decrease in receivables	(324,131)	(21,335)	-	(345,466)
(Increase) decrease in inventory	(3,793)	-	(29,152)	(32,945)
Increase (decrease) in accounts payable	143,713	44,303	915	188,931
Increase (decrease) in accrued liabilities	(2,858)	(10)	-	(2,868)
(Increase) decrease in accrued vacation and sick leave	2,432	(540)	-	1,892
Total Adjustments	791,704	56,069	(28,237)	819,536
Net cash provided (used) by operating activities	$ 2,316,614	$ 555,311	$ (28,237)	$ 2,843,688
Noncash investing, capital, and financing activities:				
Contributions of capital assets from developers	2,262,023	-	-	2,262,023
Increase in equity investment in Trans-Jordan Landfill	-	103,482	-	103,482

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Net Assets
Proprietary Funds
June 30, 2005

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligans Fund	Total
ASSETS				
Current Assets				
Cash & Cash Equivalents	$ 16,389,738	$ 1,479	$ 437,560	$ 16,828,777
Accounts Receivable	1,313,930	253,470	-	1,567,400
Inventories	-	-	26,718	26,718
Other Current Assets	20,582	107,193	1,891	129,666
Due from Other Funds	-	-	-	-
Total Current Assets	17,724,250	362,142	466,169	18,552,561
Noncurrent Assets				
Restricted Cash	655,446	-	886,800	1,542,246
Investment in Landfill	-	2,366,487	-	2,366,487
Bond Issuance Costs	608,128	-	331,761	939,889
Accumulated Amortization	(72,606)	-	(22,117)	(94,723)
Capital Assets				
Land	2,117,963	-	10,016,947	12,134,910
Water Shares	17,688,682	-	-	17,688,682
Buildings and Structures	1,260,345	-	699,800	1,960,145
Improvements - Other than Buildings	29,854,601	-	127,314	29,981,915
Machinery and Equipment	1,497,486	497,920	118,614	2,114,020
Construction in Progress	10,893,931	-	-	10,893,931
Less Accumulated Depreciation	(8,463,172)	(67,209)	(89,689)	(8,620,070)
Capital Assets (Net of Accum Depreciation)	54,849,836	430,711	10,872,986	66,153,533
Total Noncurrent Assets	56,040,804	2,797,198	12,069,430	70,907,432
Total Assets	73,765,054	3,159,340	12,535,599	89,459,993
LIABILITIES				
Current Liabilities				
Accounts Payable	1,093,054	128,889	10,803	1,232,746
Accrued Liabilities	28,985	168	29,219	58,372
Interest Payable	376,684	18,493	33,634	428,811
Construction Bonds and Refunds	14,622	-	-	14,622
Current Portion Compensated Absenses	19,797	-	6,945	26,742
Current Portion Note Payable	-	414,173	-	414,173
Current Portion Bonds Payable	949,957	88,700	920,000	1,958,657
Current Portion Capital Leases Payable	17,031	390,387	-	407,418
Total Current Liabilities	2,500,130	1,040,810	1,000,601	4,541,541
Noncurrent Liabilities				
Unamortized Bond Premium	818,708	-	-	818,708
Bonds Payable	23,845,000	-	11,580,000	35,425,000
Total Noncurrent Liabilities	24,663,708	-	11,580,000	36,243,708
Total Liabilities	27,163,838	1,040,810	12,580,601	40,785,249
NET ASSETS				
Investment in Capital Assets, net of related debt	42,531,183	55,389	(1,627,014)	40,959,558
Restricted for:				
Impact Fees	2,646,847	-	-	2,646,847
Debt Service	655,446	-	886,800	1,542,246
Unrestricted	767,740	2,063,141	695,212	3,526,093
Total Net Assets	$ 46,601,216	$ 2,118,530	$ (45,002)	$ 48,674,744

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2005

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligan's Fund	Total
Operating Revenues				
Charges for Services				
Operations	$ -	$ 1,862,046	$ 1,074,508	$ 2,936,554
Pledged as Security for Revenue Bonds	7,464,297	-	-	7,464,297
Miscellaneous	39,459	-	1,891	41,350
Total Operating Revenue	7,503,756	1,862,046	1,076,399	2,977,904
Operating Expenses				
Costs of Services	4,613,216	1,044,999	703,283	6,361,498
General and Administrative	606,343	147,955	1,374	755,672
Depreciation	1,119,659	33,559	89,690	1,242,908
Total Operating Expenses	6,339,218	1,226,513	794,347	8,360,078
Operating Income (Loss)	1,164,538	635,533	282,052	(5,382,174)
Non-Operating Revenues (Expenses)				
Impact Fees	2,057,036	-	-	2,057,036
Increase in Joint Venture	-	84,994	-	84,994
Interest	460,835	74	30,360	491,269
Gain on Sale of Fixed Assets	6,440	-	-	6,440
Amortization of Bond Issuance Costs	(30,407)	-	(22,117)	(52,524)
Interest Expense	(1,161,173)	-	(335,297)	(1,496,470)
Total Non-Operating Revenue (Expenses)	1,332,731	85,068	(327,054)	1,090,745
Net Income (Loss) Before Contributions and Transfers	2,497,269	720,601	(45,002)	3,172,868
Contributions and Transfers				
Capital Contributions	4,037,365	-	-	4,037,365
Transfers Out	(132,929)	(223,783)	-	(356,712)
Total Contributions & Operating Transfers	3,904,436	(223,783)	-	3,680,653
Change in Net Assets	6,401,705	496,818	(45,002)	6,853,521
Total Net Assets - Beginning	40,199,511	1,621,712	-	41,821,223
Total Net Assets - Ending	$ 46,601,216	$ 2,118,530	$ (45,002)	$ 48,674,744

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2005

	Water Fund	Sanitation Fund	Mulligans	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	$ 7,471,007	$ 1,854,453	$ 1,084,854	$ 10,410,314
Payments to Suppliers	(3,456,105)	(1,098,317)	(236,711)	(4,791,133)
Interfund Services	(606,343)	(147,955)	(1,374)	(755,672)
Payments to Employees	(788,020)	(42,173)	(428,432)	(1,258,625)
Net cash provided (used) by operating activities	2,620,539	566,008	418,337	3,604,884
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Advances from other funds	582,013	(582,013)	-	-
Transfers Out	(132,929)	(223,783)	-	(356,712)
Net Cash Provided (Used) by Noncapital Activities	449,084	(805,796)	-	(356,712)
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Impact fees	2,057,036	-	-	2,057,036
Purchase of capital assets	(8,132,992)	-	(166,378)	(8,299,370)
Proceeds from sale of capital assets	6,440	-	-	6,440
Proceeds from capital debt	-	479,088	-	479,088
Proceeds from capital leases	91,988	-	-	91,988
Payment of bond issuance costs	-	-	(18,977)	(18,977)
Principal paid on capital debt	(850,000)	(237,895)	-	(1,087,895)
Interest paid on capital debt	(1,211,506)	-	(301,663)	(1,513,169)
Net cash provided (used) by capital and related financing activities	(8,039,034)	241,193	(487,018)	(8,284,859)
CASH FLOW FROM INVESTING ACTIVITIES				
Interest Income	460,835	74	30,360	491,269
Net increase (decrease) in cash and cash equivalents	(4,508,576)	1,479	(38,321)	(4,545,418)
Cash and cash equivalents - beginning of year	21,553,760	-	1,362,681	22,916,441
Cash and cash equivalents - end of year	$ 17,045,184	$ 1,479	$ 1,324,360	$ 18,371,023
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating Income (Loss)	$ 1,164,538	$ 635,533	$ 282,052	$ 2,082,123
Adjustments to reconcile operating income to net cash provided (Used) by operating activities:				
Depreciation expense	1,119,659	33,559	89,690	1,242,908
(Increase) decrease in receivables	(30,234)	(7,593)	(1,891)	(39,718)
(Increase) decrease in inventory	20,577	-	2,434	23,011
(Increase) decrease in other current assets	(20,582)	(88,701)	-	(109,283)
Increase (decrease) in accounts payable	362,359	(5,390)	9,884	366,853
Increase (decrease) in accrued liabilities	(1,395)	(962)	29,223	26,866
Increase (decrease) in accrued vacation and sick leave	5,617	(438)	6,945	12,124
Total Adjustments	1,456,001	(69,525)	136,285	1,522,761
Net cash provided (used) by operating activities	$ 2,620,539	$ 566,008	$ 418,337	$ 3,604,884
Noncash investing, capital, and financing activities:				
Contributions of capital assets from developers	4,037,365	-	-	4,037,365
Increase in equity investment in Trans-Jordan Landfill	-	84,994	-	84,994

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Net Assets
Proprietary Funds
June 30, 2006

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligans Fund	Total
ASSETS				
Current Assets				
Cash & Cash Equivalents	$ 15,988,534	$ 409,823	$ 136,255	$ 16,534,612
Accounts Receivable	2,127,087	271,416	1,382	2,399,885
Inventories	74,463	-	19,032	93,495
Total Current Assets	18,190,084	681,239	156,669	19,027,992
Noncurrent Assets				
Restricted Cash	285,774	-	731,641	1,017,415
Investment in Landfill	-	2,045,222	-	2,045,222
Bond Issuance Costs	608,128	-	282,151	890,279
Accumulated Amortization	(103,012)	-	(11,756)	(114,768)
Capital Assets				
Land	2,117,963	-	10,016,947	12,134,910
Water Shares	18,080,182	-	-	18,080,182
Buildings and Structures	1,260,345	-	699,800	1,960,145
Improvements - Other than Buildings	48,066,750	-	205,083	48,271,833
Machinery and Equipment	1,497,486	497,920	239,589	2,234,995
Construction in Progress	2,891,958	-	-	2,891,958
Less Accumulated Depreciation	(10,298,506)	(100,768)	(180,175)	(10,579,449)
Capital Assets (Net of Accum Depreciation)	63,616,178	397,152	10,981,244	74,994,574
Total Noncurrent Assets	64,407,068	2,442,374	11,983,280	78,832,722
Total Assets	82,597,152	3,123,613	12,139,949	97,860,714
LIABILITIES				
Current Liabilities				
Accounts Payable	1,286,338	86,672	44,123	1,417,133
Accrued Liabilities	36,184	1,550	19,783	57,517
Interest Payable	367,381	15,069	83,038	465,488
Construction Bonds and Refunds	20,558	-	-	20,558
Current Portion Compensated Absences	13,006	139	10,042	23,187
Current Portion Note Payable	-	-	9,181	9,181
Current Portion Bonds Payable	915,001	-	1,120,000	2,035,001
Current Portion Capital Leases Payable	17,688	92,124	-	109,812
Total Current Liabilities	2,656,156	195,554	1,286,167	4,137,877
Noncurrent Liabilities				
Note Payable	-	-	41,804	41,804
Unamortized Bond Premium	773,225	-	86,008	859,233
Bonds & Leases Payable	22,987,268	298,263	7,285,000	30,570,531
Total Noncurrent Liabilities	23,760,493	298,263	7,412,812	31,471,568
Total Liabilities	26,416,649	493,817	8,698,979	35,609,445
NET ASSETS				
Investment in Capital Assets, net of related debt	47,597,611	6,765	2,567,063	50,171,439
Restricted for:				
Impact Fees	4,013,632	-	-	4,013,632
Debt Service	282,313	-	724,024	1,006,337
Unrestricted	4,286,947	2,623,031	149,883	7,059,861
Total Net Assets	$ 56,180,503	$ 2,629,796	$ 3,440,970	$ 62,251,269

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2006

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligan's Fund	Total
Operating Revenues				
Charges for Services				
Operations	$ -	$ 2,014,977	$ 1,133,140	$ 3,148,117
Pledged as Security for Revenue Bonds	9,366,427	-	-	9,366,427
Miscellaneous	101,292	-	813	102,105
Total Operating Revenue	9,467,719	2,014,977	1,133,953	12,616,649
Operating Expenses				
Costs of Services	4,685,876	1,264,036	758,279	6,708,191
General and Administrative	621,544	150,315	15,390	787,249
Depreciation	1,835,335	33,559	90,486	1,959,380
Total Operating Expenses	7,142,755	1,447,910	864,155	9,454,820
Operating Income (Loss)	2,324,964	567,067	269,798	3,161,829
Non-Operating Revenues (Expenses)				
Impact Fees	1,980,948	-	-	1,980,948
Increase in Joint Venture	-	17,550	-	17,550
Interest	813,729	8,708	62,856	885,293
Amortization of Bond Issuance Costs	(30,406)	-	(321,400)	(351,806)
Interest Expense	(1,131,332)	(15,069)	(377,308)	(1,523,709)
Miscellaneous	55,699	-	13,924	69,623
Total Non-Operating Revenue (Expenses)	1,688,638	11,189	(621,928)	1,077,899
Net Income (Loss) Before Contributions and Transfers	4,013,602	578,256	(352,130)	4,239,728
Contributions and Transfers				
Capital Contributions	5,767,243	-	-	5,767,243
Transfers In	20,582	5,010	3,838,102	3,863,694
Transfers Out	(222,140)	(72,000)	-	(294,140)
Total Contributions & Operating Transfers	5,565,685	(66,990)	3,838,102	9,336,797
Change in Net Assets	9,579,287	511,266	3,485,972	13,576,525
Total Net Assets - Beginning	46,601,216	2,118,530	(45,002)	48,674,744
Total Net Assets - Ending	$ 56,180,503	$ 2,629,796	$ 3,440,970	$ 62,251,269

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2006

	Water Fund	Sanitation Fund	Mulligans	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	$ 8,654,562	$ 1,997,031	$ 1,134,462	$ 11,786,055
Payments to Suppliers	(3,599,789)	(1,169,008)	(283,399)	(5,052,196)
Interfund Services	(621,544)	(150,315)	(15,390)	(787,249)
Payments to Employees	(940,340)	(28,529)	(440,211)	(1,409,080)
Net cash provided (used) by operating activities	3,492,889	649,179	395,462	4,537,530
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Proceeds from Beckstead Canal	55,699	-	13,924	69,623
Transfers In	-	5,010	4,277,561	4,282,571
Transfers Out	(201,558)	(72,000)	(439,459)	(713,017)
Net Cash Provided (Used) by Noncapital Financing Activities	(145,859)	(66,990)	3,852,026	3,639,177
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Impact fees	1,980,948	-	-	1,980,948
Purchase of capital assets	(5,834,267)	-	(198,743)	(6,033,010)
Proceeds from Developer Contribution	999,834	-	-	999,834
Proceeds from capital debt	-	-	9,594,747	9,594,747
Proceeds from Long Term Debt	-	-	50,985	50,985
Payment of bond issuance costs	-	-	(282,151)	(282,151)
Principal paid on capital debt	(892,031)	(164,059)	(13,600,000)	(14,656,090)
Interest paid on capital debt	(1,186,119)	(18,493)	(331,643)	(1,536,255)
Net cash provided (used) by capital and related financing activities	(4,931,635)	(182,552)	(4,766,805)	(9,880,992)
CASH FLOW FROM INVESTING ACTIVITIES				
Interest Income	813,729	8,707	62,853	885,289
Net increase (decrease) in cash and cash equivalents	(770,876)	408,344	(456,464)	(818,996)
Cash and cash equivalents - beginning of year	17,045,184	1,479	1,324,360	18,371,023
Cash and cash equivalents - end of year	$ 16,274,308	$ 409,823	$ 867,896	$ 17,552,027
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating Income (Loss)	$ 2,324,964	$ 567,067	$ 269,798	$ 3,161,829
Adjustments to reconcile operating income to net cash provided (Used) by operating activities:				
Depreciation expense	1,835,335	33,559	90,486	1,959,380
(Increase) decrease in receivables	(813,157)	(17,946)	-	(831,103)
(Increase) decrease in inventory	(74,463)	-	7,686	(66,777)
(Increase) decrease in other current assets	20,582	107,193	509	128,284
Increase (decrease) in accounts payable	193,284	(42,215)	33,322	184,391
Increase (decrease) in accrued liabilities	13,135	1,382	(9,436)	5,081
Increase (decrease) in accrued vacation and sick leave	(6,791)	139	3,097	(3,555)
Total Adjustments	1,167,925	82,112	125,664	1,375,701
Net cash provided (used) by operating activities	$ 3,492,889	$ 649,179	$ 395,462	$ 4,537,530
Noncash investing, capital, and financing activities:				
Contributions of capital assets from developers	4,767,409	-	-	4,767,409
Increase in equity investment in Trans-Jordan Landfill	-	17,550	-	17,550

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Net Assets
Proprietary Funds
June 30, 2007

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligans Fund	Total
ASSETS				
Current Assets				
Cash & Cash Equivalents	$ 8,378,022	$ 817,827	$ 119,414	$ 9,315,263
Accounts Receivable	2,151,327	289,231	-	2,440,558
Inventories	26,806	-	25,095	51,901
Other Current Assets	27,902	-	-	27,902
Total Current Assets	10,584,057	1,107,058	144,509	11,835,624
Noncurrent Assets				
Restricted Cash	5,969,553	-	735,329	6,704,882
Investment in Landfill	-	2,270,821	-	2,270,821
Bond Issuance Costs	996,528	-	282,151	1,278,679
Accumulated Amortization	(465,345)	-	(23,513)	(488,858)
Capital Assets				
Land	2,117,963	-	10,016,947	12,134,910
Water Shares	18,628,369	-	-	18,628,369
Buildings and Structures	1,260,345	-	699,800	1,960,145
Improvements - Other than Buildings	56,042,751	-	205,083	56,247,834
Machinery and Equipment	1,254,902	578,525	253,229	2,086,656
Construction in Progress	13,640,487	-	-	13,640,487
Less Accumulated Depreciation	(11,634,126)	(180,995)	(315,831)	(12,130,952)
Capital Assets (Net of Accum Depreciation)	81,310,691	397,530	10,859,228	92,567,449
Total Noncurrent Assets	87,811,427	2,668,351	11,853,195	102,332,973
Total Assets	98,395,484	3,775,409	11,997,704	114,168,597
LIABILITIES				
Current Liabilities				
Accounts Payable	1,716,267	127,898	17,290	1,861,455
Accrued Liabilities	24,371	2,627	27,746	54,744
Interest Payable	221,290	11,513	73,938	306,741
Construction Bonds and Refunds	28,827	-	-	28,827
Current Portion Compensated Absences	14,835	880	11,260	26,975
Current Portion Note Payable	-	-	41,804	41,804
Current Portion Bonds Payable	1,115,000	-	1,155,000	2,270,000
Current Portion Capital Leases Payable	18,371	95,680	-	114,051
Total Current Liabilities	3,138,961	238,598	1,327,038	4,704,597
Noncurrent Liabilities				
Unamortized Bond Premium	986,288	-	82,268	1,068,556
Bonds & Leases Payable net of unamortized refunding bond cost	26,819,837	202,583	6,130,000	33,152,420
Total Noncurrent Liabilities	27,806,125	202,583	6,212,268	34,220,976
Total Liabilities	30,945,086	441,181	7,539,306	38,925,573
NET ASSETS				
Investment in Capital Assets, net of related debt	58,340,748	99,267	3,450,156	61,890,171
Restricted for:				
Impact Fees	3,784,374	-	-	3,784,374
Debt Service	-	-	724,024	724,024
Unrestricted	5,325,276	3,234,961	284,218	8,844,455
Total Net Assets	$ 67,450,398	$ 3,334,228	$ 4,458,398	$ 75,243,024

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2007

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligan's Fund	Total
Operating Revenues				
Charges for Services				
Operations	$ -	$ 2,155,876	$ 1,271,602	$ 3,427,478
Pledged as Security for Revenue Bonds	10,164,920	-	-	10,164,920
Miscellaneous	62,914	-	711	63,625
Total Operating Revenue	10,227,834	2,155,876	1,272,313	13,656,023
Operating Expenses				
Costs of Services	6,161,700	1,456,821	807,468	8,425,989
General and Administrative	759,566	165,092	22,200	946,858
Depreciation	1,891,988	42,887	124,289	2,059,164
Total Operating Expenses	8,813,254	1,664,800	953,957	11,432,011
Operating Income (Loss)	1,414,580	491,076	318,356	2,224,012
Non-Operating Revenues (Expenses)				
Impact Fees	1,610,113	-	-	1,610,113
Increase in Joint Venture	-	225,598	-	225,598
Interest	711,743	28,177	40,080	780,000
Loss on Sale of Capital Assets	(236,326)	-	-	(236,326)
Amortization of Bond Issuance Costs	(362,332)	-	(11,756)	(374,088)
Interest Expense	(460,173)	(11,513)	(319,311)	(790,997)
Grant Revenue	45,000	-	-	45,000
Total Non-Operating Revenue (Expenses)	1,308,025	242,262	(290,987)	1,259,300
Net Income (Loss) Before Contributions and Transfers	2,722,605	733,338	27,369	3,483,312
Contributions and Transfers				
Capital Contributions	8,615,681	43,265	2,272	8,661,218
Transfers In	22,931	-	1,000,000	1,022,931
Transfers Out	(91,322)	(72,171)	(12,213)	(175,706)
Total Contributions & Operating Transfers	8,547,290	(28,906)	990,059	9,508,443
Change in Net Assets	11,269,895	704,432	1,017,428	12,991,755
Total Net Assets - Beginning	56,180,503	2,629,796	3,440,970	62,251,269
Total Net Assets - Ending	$ 67,450,398	$ 3,334,228	$ 4,458,398	$ 75,243,024

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2007

	Water Fund	Sanitation Fund	Mulligans	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	$ 10,203,594	$ 2,138,061	$ 1,267,632	$ 13,609,287
Payments to Suppliers	(4,573,469)	(1,366,489)	(361,875)	(6,301,833)
Interfund Services	(759,566)	(165,092)	(22,200)	(946,858)
Payments to Employees	(1,140,945)	(47,289)	(463,245)	(1,651,479)
Net cash provided (used) by operating activities	3,729,614	559,191	420,312	4,709,117
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Proceeds from Beckstead Canal	-	-	-	-
Transfers In	22,931	-	1,454,150	1,477,081
Transfers Out	(91,322)	(72,171)	(466,363)	(629,856)
Net Cash Provided (Used) by Noncapital Financing Activities	(68,391)	(72,171)	987,787	847,225
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Impact fees	1,610,113	-	-	1,610,113
Purchase of capital assets	(11,864,259)	-	-	(11,864,259)
Proceeds from Developer Contribution	657,113	-	-	657,113
Proceeds from capital debt	22,717,882	-	-	22,717,882
Proceeds from water board grant	45,000	-	-	45,000
Payment of bond issuance costs	(388,401)	-	-	(388,401)
Principal paid on capital debt	(932,688)	(92,124)	(1,129,181)	(2,153,993)
Payment of bond refunding costs	(16,989,034)	-	-	(16,989,034)
Interest paid on capital debt	(1,155,425)	(15,069)	(332,151)	(1,502,645)
Net cash provided (used) by capital and related financing activities	(6,299,699)	(107,193)	(1,461,332)	(7,868,224)
CASH FLOW FROM INVESTING ACTIVITIES				
Interest Income	711,743	28,177	40,080	780,000
Net increase (decrease) in cash and cash equivalents	(1,926,733)	408,004	(13,153)	(1,531,882)
Cash and cash equivalents - beginning of year	16,274,308	409,823	867,896	17,552,027
Cash and cash equivalents - end of year	$ 14,347,575	$ 817,827	$ 854,743	$ 16,020,145
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating Income (Loss)	$ 1,414,580	$ 491,076	$ 318,356	$ 2,224,012
Adjustments to reconcile operating income to net cash provided (Used) by operating activities:				
Depreciation expense	1,891,988	42,887	124,289	2,059,164
(Increase) decrease in receivables	(24,240)	(17,815)	1,382	(40,673)
(Increase) decrease in inventory	47,657	-	(6,063)	41,594
(Increase) decrease in other current assets	(27,902)	-	-	(27,902)
Increase (decrease) in accounts payable	429,928	41,225	(26,833)	444,320
Increase (decrease) in accrued liabilities	(3,544)	1,077	7,963	5,496
Increase (decrease) in accrued vacation and sick leave	1,829	741	1,218	3,788
Total Adjustments	2,315,716	68,115	101,956	2,485,787
Net cash provided (used) by operating activities	$ 3,730,296	$ 559,191	$ 420,312	$ 4,709,799
Noncash investing, capital, and financing activities:				
Contributions of capital assets from developers	7,794,173	43,265	2,272	7,839,710
Contributions of capital assets from Governmental Funds	164,395			
Increase in equity investment in Trans-Jordan Landfill	-	225,598	-	225,598

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Net Assets
Proprietary Funds
June 30, 2008

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligans Fund	Total
ASSETS				
Current Assets				
Cash & Cash Equivalents	$ 9,776,442	$ 795,411	$ 100,444	$ 10,672,297
Accounts Receivable	2,183,007	308,013	-	2,491,020
Inventories	101,290	-	10,431	111,721
Total Current Assets	12,060,739	1,103,424	110,875	13,275,038
Noncurrent Assets				
Restricted Cash	3,079,303	-	726,704	3,806,007
Investment in Landfill	-	2,410,431	-	2,410,431
Bond Issuance Costs	996,528	-	282,151	1,278,679
Accumulated Amortization	(509,594)	-	(35,269)	(544,863)
Capital Assets				
Land	2,117,963	-	10,016,947	12,134,910
Water Shares	18,787,244	-	-	18,787,244
Buildings and Structures	1,260,345	-	699,800	1,960,145
Improvements - Other than Buildings	73,876,848	-	205,083	74,081,931
Machinery and Equipment	1,335,822	710,833	336,947	2,383,602
Construction in Progress	2,924,478	-	-	2,924,478
Less Accumulated Depreciation	(14,058,536)	(230,282)	(443,347)	(14,732,165)
Capital Assets (Net of Accum Depreciation)	86,244,164	480,551	10,815,430	97,540,145
Total Noncurrent Assets	89,810,401	2,890,982	11,789,016	104,490,399
Total Assets	101,871,140	3,994,406	11,899,891	117,765,437
LIABILITIES				
Current Liabilities				
Accounts Payable	1,135,267	120,196	36,178	1,291,641
Accrued Liabilities	37,988	3,519	34,161	75,668
Interest Payable	251,596	7,820	64,553	323,969
Due to Other Funds	-	-	32,141	32,141
Construction Bonds and Refunds	28,296	-	-	28,296
Current Portion Compensated Absences	24,541	1,952	13,643	40,136
Current Portion Bonds Payable	1,190,000	-	190,000	1,380,000
Current Portion Capital Leases Payable	19,080	99,374	-	118,454
Total Current Liabilities	2,686,768	232,861	370,676	3,290,305
Noncurrent Liabilities				
Bonds & Leases Payable net of unamortized refunding bond cost	26,581,661	103,209	6,018,529	32,703,399
Total Noncurrent Liabilities	26,581,661	103,209	6,018,529	32,703,399
Total Liabilities	29,268,429	336,070	6,389,205	35,993,704
NET ASSETS				
Investment in Capital Assets, net of related debt	61,532,726	277,968	4,606,901	66,417,595
Restricted for:				
Impact Fees	3,463,979	-	-	3,463,979
Debt Service	-	-	724,024	724,024
Unrestricted	7,606,006	3,380,368	179,761	11,166,135
Total Net Assets	$ 72,602,711	$ 3,658,336	$ 5,510,686	$ 81,771,733

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2008

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligan's Fund	Total
Operating Revenues				
Charges for Services				
Operations	$ -	$ 2,271,010	$ 1,216,463	$ 3,487,473
Pledged as Security for Revenue Bonds	11,883,052	-	-	11,883,052
Miscellaneous	1,812,615	-	5,078	1,817,693
Total Operating Revenue	13,695,667	2,271,010	1,221,541	17,188,218
Operating Expenses				
Costs of Services	6,569,692	1,566,748	833,936	8,970,376
General and Administrative	1,237,566	305,751	18,017	1,561,334
Depreciation	2,469,241	49,287	127,516	2,646,044
Total Operating Expenses	10,276,499	1,921,786	979,469	13,177,754
Operating Income (Loss)	3,419,168	349,224	242,072	4,010,464
Non-Operating Revenues (Expenses)				
Increase in Joint Venture	-	139,611	-	139,611
Interest	766,213	36,284	24,836	827,333
Loss on Sale of Capital Assets	(52,866)	-	-	(52,866)
Amortization of Bond Issuance Costs	(44,250)	-	(11,756)	(56,006)
Interest Expense	(1,261,352)	(7,821)	(282,626)	(1,551,799)
Total Non-Operating Revenue (Expenses)	(592,255)	168,074	(269,546)	(693,727)
Income (Loss) Before Contributions and Transfers	2,826,913	517,298	(27,474)	3,316,737
Contributions and Transfers				
Capital Contributions, Impact Fees and Other	4,272,734	-	-	4,272,734
Transfers In	469,067	-	1,080,402	1,549,469
Transfers Out	(2,416,401)	(193,190)	(640)	(2,610,231)
Total Contributions & Transfers	2,325,400	(193,190)	1,079,762	3,211,972
Change in Net Assets	5,152,313	324,108	1,052,288	6,528,709
Total Net Assets - Beginning	67,450,398	3,334,228	4,458,398	75,243,024
Total Net Assets - Ending	$ 72,602,711	$ 3,658,336	$ 5,510,686	$ 81,771,733

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2008

	Water Fund	Sanitation Fund	Mulligans	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	$ 13,588,972	$ 2,252,228	$ 1,236,205	$ 17,077,405
Payments to Suppliers	(6,215,130)	(1,478,511)	(296,378)	(7,990,019)
Interfund Services	(1,237,566)	(305,751)	(18,017)	(1,561,334)
Payments to Employees	(884,336)	(93,975)	(509,872)	(1,488,183)
Net cash provided (used) by operating activities	5,251,940	373,991	411,938	6,037,869
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers In	469,067	-	1,080,402	1,549,469
Transfers Out	(2,416,401)	(193,190)	(640)	(2,610,231)
Net Cash Provided (Used) by Noncapital Financing Activities	(1,947,334)	(193,190)	1,079,762	(1,060,762)
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Impact fees	1,006,484	-	-	1,006,484
Purchase of capital assets	(4,214,330)	(132,308)	(83,718)	(4,430,356)
Proceeds from water board grant	25,000	-	-	25,000
Principal paid on capital debt	(1,133,371)	(95,679)	(1,164,663)	(2,393,713)
Interest paid on capital debt	(1,246,432)	(11,513)	(295,750)	(1,553,695)
Net cash provided (used) by capital and related financing activities	(5,562,649)	(239,500)	(1,544,131)	(7,346,280)
CASH FLOW FROM INVESTING ACTIVITIES				
Interest Income	766,213	36,284	24,836	827,333
Net increase (decrease) in cash and cash equivalents	(1,491,830)	(22,415)	(27,595)	(1,541,840)
Cash and cash equivalents - beginning of year	14,347,575	817,827	854,743	16,020,145
Cash and cash equivalents - end of year	$ 12,855,745	$ 795,412	$ 827,148	$ 14,478,305
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating Income (Loss)	$ 3,419,168	$ 349,224	$ 242,072	$ 4,010,464
Adjustments to reconcile operating income to net cash provided (Used) by operating activities:				
Depreciation expense	2,469,241	49,287	127,516	2,646,044
(Increase) decrease in receivables	(31,680)	(18,782)	-	(50,462)
(Increase) decrease in inventory	(74,484)	-	14,664	(59,820)
(Increase) decrease in other current assets	27,902	-	-	27,902
Increase (decrease) in accounts payable	(580,998)	(7,702)	18,888	(569,812)
Increase (decrease) in accrued liabilities	13,085	892	6,415	20,392
Increase (decrease) in accrued vacation and sick leave	9,706	1,072	2,383	13,161
Total Adjustments	1,832,772	24,767	169,866	2,027,405
Net cash provided (used) by operating activities	$ 5,251,940	$ 373,991	$ 411,938	$ 6,037,869
Noncash investing, capital, and financing activities:				
Contributions of capital assets from developers	$ 4,272,734	$ -	$ -	$ 4,272,734
Increase in equity investment in Trans-Jordan Landfill	-	139,611	-	139,611

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Net Assets
Proprietary Funds
June 30, 2009

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligans Fund	Total
ASSETS				
Current Assets				
Cash & Cash Equivalents	$ 11,267,394	$ 723,143	$ 34,493	$ 12,025,030
Accounts Receivable	2,768,029	269,312	-	3,037,341
Inventories	35,470	-	8,618	44,088
Total Current Assets	14,070,893	992,455	43,111	15,106,459
Noncurrent Assets				
Restricted Cash	10,142,769	-	724,077	10,866,846
Investment in Landfill	-	2,348,935	-	2,348,935
Bond Issuance Costs	1,170,680	-	282,151	1,452,831
Accumulated Amortization	(553,844)	-	(47,025)	(600,869)
Capital Assets				
Land	2,117,963	-	10,016,947	12,134,910
Water Shares	18,915,169	-	-	18,915,169
Buildings and Structures	1,260,345	-	699,800	1,960,145
Improvements - Other than Buildings	85,465,004	-	293,083	85,758,087
Machinery and Equipment	1,495,993	1,007,793	328,967	2,832,753
Construction in Progress	1,674,451	-	-	1,674,451
Less Accumulated Depreciation	(16,660,094)	(304,885)	(562,171)	(17,527,150)
Capital Assets (Net of Accum Depreciation)	94,268,831	702,908	10,776,626	105,748,365
Total Noncurrent Assets	105,028,436	3,051,843	11,735,829	119,816,108
Total Assets	119,099,329	4,044,298	11,778,940	134,922,567
LIABILITIES				
Current Liabilities				
Accounts Payable	1,216,725	109,387	15,211	1,341,323
Accrued Liabilities	40,749	3,551	37,845	82,145
Interest Payable	340,531	3,984	63,009	407,524
Due to Other Funds	-	-	21,970	21,970
Construction Bonds and Refunds	39,895	-	-	39,895
Current Portion Compensated Absences	35,707	2,059	11,403	49,169
Current Portion Bonds Payable	1,705,000	-	195,000	1,900,000
Current Portion Capital Leases Payable	19,817	103,209	-	123,026
Total Current Liabilities	3,398,424	222,190	344,438	3,965,052
Noncurrent Liabilities				
Bonds & Leases Payable net of unamortized refunding bond cost	35,149,415	-	5,819,790	40,969,205
Total Noncurrent Liabilities	35,149,415	-	5,819,790	40,969,205
Total Liabilities	38,547,839	222,190	6,164,228	44,934,257
NET ASSETS				
Investment in Capital Assets, net of related debt	66,612,127	599,699	4,761,836	71,973,662
Restricted for:				
Impact Fees	3,706,120	-	-	3,706,120
Debt Service	926,929	-	724,077	1,651,006
Unrestricted	9,306,314	3,222,409	128,799	12,657,522
Total Net Assets	$ 80,551,490	$ 3,822,108	$ 5,614,712	$ 89,988,310

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2009

	Business-type Activities - Enterprise Funds			
	Water Fund	Sanitation Fund	Mulligan's Fund	Total
Operating Revenues				
Charges for Services				
Operations	$ -	$ 2,331,681	$ 1,227,917	$ 3,559,598
Pledged as Security for Revenue Bonds	13,409,766	-	-	13,409,766
Miscellaneous	361,964	200	869	363,033
Total Operating Revenue	13,771,730	2,331,881	1,228,786	17,332,397
Operating Expenses				
Costs of Services	6,458,194	1,557,308	834,913	8,850,415
General and Administrative	1,490,136	305,751	-	1,795,887
Depreciation	2,726,712	74,603	126,801	2,928,116
Total Operating Expenses	10,675,042	1,937,662	961,714	13,574,418
Operating Income (Loss)	3,096,688	394,219	267,072	3,757,979
Non-Operating Revenues (Expenses)				
Increase (Decrease) in Joint Venture	-	(61,496)	-	(61,496)
Interest	289,795	-	3,907	293,702
Gain (Loss) on Sale of Capital Assets	1,000	-	-	1,000
Amortization of Bond Issuance Costs	(44,250)	-	(11,756)	(56,006)
Interest & Fees	(1,320,896)	(3,984)	(254,729)	(1,579,609)
Total Non-Operating Revenue (Expenses)	(1,074,351)	(65,480)	(262,578)	(1,402,409)
Income (Loss) Before Contributions and Transfers	2,022,337	328,739	4,494	2,355,570
Contributions and Transfers				
Capital Contributions, Impact Fees and Other	5,937,377	-	-	5,937,377
Transfers In	-	-	100,000	100,000
Transfers Out	(10,934)	(164,967)	(469)	(176,370)
Total Contributions & Transfers	5,926,443	(164,967)	99,531	5,861,007
Change in Net Assets	7,948,780	163,772	104,025	8,216,577
Total Net Assets - Beginning	72,602,711	3,658,336	5,510,686	81,771,733
Total Net Assets - Ending	$ 80,551,491	$ 3,822,108	$ 5,614,711	$ 89,988,310

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2009

	Water Fund	Sanitation Fund	Mulligans	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	$ 13,264,127	$ 2,370,582	$ 1,228,786	$ 16,863,495
Payments to Suppliers	(5,558,347)	(1,471,482)	(854,067)	(7,883,896)
Interfund Services	(1,490,136)	(305,751)	-	(1,795,887)
Payments to Employees	(804,463)	(96,496)	(7,615)	(908,574)
Net cash provided (used) by operating activities	5,411,181	496,853	367,104	6,275,138
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Proceeds from Beckstead Canal	-	-	-	-
Transfers In	-	-	100,000	100,000
Transfers Out	(10,934)	(164,967)	(469)	(176,370)
Net Cash Provided (Used) by Noncapital Financing Activities	(10,934)	(164,967)	99,531	(76,370)
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Impact fees	750,308	-	-	750,308
Purchase of capital assets	(5,563,310)	(296,960)	(88,000)	(5,948,270)
Proceeds from Developer Contribution	-	-	-	-
Proceeds from capital debt	10,025,000	-	-	10,025,000
Bond Premium	282,956	-	-	282,956
Payment of bond issuance costs	(174,151)	-	-	(174,151)
Principal paid on capital debt	(1,209,080)	(99,374)	(200,170)	(1,508,624)
Payment of bond refunding costs	-	-	-	-
Interest paid on capital debt	(1,247,345)	(7,820)	(250,953)	(1,506,118)
Net cash provided (used) by capital and related financing activities	2,864,378	(404,154)	(539,123)	1,921,101
CASH FLOW FROM INVESTING ACTIVITIES				
Interest Income	289,795	-	3,907	293,702
Net increase (decrease) in cash and cash equivalents	8,554,420	(72,268)	(68,581)	8,413,571
Cash and cash equivalents - beginning of year	12,855,745	795,412	827,148	14,478,305
Cash and cash equivalents - end of year	$ 21,410,165	$ 723,144	$ 758,567	$ 22,891,876
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating Income (Loss)	$ 3,096,688	$ 394,219	$ 267,072	$ 3,757,979
Adjustments to reconcile operating income to net cash provided (Used) by operating activities:				
Depreciation expense	2,726,712	74,603	126,801	2,928,116
(Increase) decrease in receivables	(585,022)	38,701	-	(546,321)
(Increase) decrease in inventory	65,820	-	1,813	67,633
(Increase) decrease in other current assets	-	-	-	-
Increase (decrease) in accounts payable	81,457	(10,809)	(20,967)	49,681
Increase (decrease) in accrued liabilities	14,360	32	(5,375)	9,017
Increase (decrease) in accrued vacation and sick leave	11,166	107	(2,240)	9,033
Total Adjustments	2,314,493	102,634	100,032	2,517,159
Net cash provided (used) by operating activities	$ 5,411,181	$ 496,853	$ 367,104	$ 6,275,138
Noncash investing, capital, and financing activities:				
Contributions of capital assets from developers	$ 5,187,069	$ -	$ -	$ 5,187,069
Increase(decrease) in equity investment in Trans-Jordan Landfill	-	(61,496)	-	(61,496)

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Net Assets
Proprietary Funds
June 30, 2010

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligans Fund	Sanitation Fund	Total
ASSETS				
Current Assets				
Cash & Cash Equivalents	$ 14,469,922	$ 29,189	$ 915,295	$ 15,414,406
Accounts Receivable net of Allowance	2,307,684	-	337,142	2,644,826
Inventories	31,541	13,104	-	44,645
Total Current Assets	16,809,147	42,293	1,252,437	18,103,877
Noncurrent Assets				
Restricted Cash	926,929	724,024	-	1,650,953
Investment in Landfill	-	-	2,393,160	2,393,160
Bond Issuance Costs	1,170,680	282,151	-	1,452,831
Accumulated Amortization	(609,704)	(58,782)	-	(668,486)
Capital Assets				
Land	2,117,963	10,016,947	-	12,134,910
Water Shares	18,961,482	-	-	18,961,482
Buildings and Structures	1,260,345	699,800	-	1,960,145
Improvements - Other than Buildings	93,404,239	293,083	-	93,697,322
Machinery and Equipment	1,559,277	328,967	1,076,563	2,964,807
Construction in Progress	10,530,111	-	-	10,530,111
Less Accumulated Depreciation	(19,597,518)	(668,920)	(381,772)	(20,648,210)
Capital Assets (Net of Accum Depreciation)	108,235,899	10,669,877	694,791	119,600,567
Total Noncurrent Assets	109,723,804	11,617,270	3,087,951	124,429,025
Total Assets	126,532,951	11,659,563	4,340,388	142,532,902
LIABILITIES				
Current Liabilities				
Accounts Payable	1,285,656	16,290	146,620	1,448,566
Accrued Liabilities	43,089	36,311	4,224	83,624
Interest Payable	290,432	61,303	-	351,735
Due to Other Funds	-	11,266	-	11,266
Construction Bonds and Refunds	40,179	-	-	40,179
Current Portion Compensated Absences	39,417	13,260	1,584	54,261
Current Portion Bonds Payable	1,795,000	205,000	-	2,000,000
Total Current Liabilities	3,493,773	343,430	152,428	3,989,631
Noncurrent Liabilities				
Bonds & Leases Payable net of unamortized refunding bond cost	33,320,166	5,611,050	-	38,931,216
Total Noncurrent Liabilities	33,320,166	5,611,050	-	38,931,216
Total Liabilities	36,813,939	5,954,480	152,428	42,920,847
NET ASSETS				
Investment in Capital Assets, net of related debt	74,987,211	4,853,827	694,791	80,535,829
Restricted for:				
Impact Fees	3,706,120	-	-	3,706,120
Debt Service	926,929	724,024	-	1,650,953
Unrestricted	10,098,752	127,232	3,493,169	13,719,153
Total Net Assets	$ 89,719,012	$ 5,705,083	$ 4,187,960	$ 99,612,055

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2010

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligan's Fund	Sanitation Fund	Total
Operating Revenues				
Charges for Services				
Operations	$ 146,192	$ 1,212,994	$ 2,545,665	$ 3,904,851
Pledged as Security for Revenue Bonds	13,206,525	-	-	13,206,525
Miscellaneous	126,215	40,244	124	166,583
Total Operating Revenue	13,478,932	1,253,238	2,545,789	17,277,959
Operating Expenses				
Costs of Services	7,030,038	796,104	1,813,247	9,639,389
General and Administrative	1,613,962	-	333,781	1,947,743
Depreciation	3,032,775	106,750	76,887	3,216,412
Total Operating Expenses	11,676,775	902,854	2,223,915	14,803,544
Operating Income (Loss)	1,802,157	350,384	321,874	2,474,415
Non-Operating Revenues (Expenses)				
Increase (Decrease) in Joint Venture	-	-	44,225	44,225
Interest	127,803	605	-	128,408
Gain (Loss) on Sale of Capital Assets	22,612	-	-	22,612
Amortization of Bond Issuance Costs	(55,860)	(11,756)	-	(67,616)
Interest & Fees	(1,557,848)	(248,392)	-	(1,806,240)
Total Non-Operating Revenue (Expenses)	(1,463,293)	(259,543)	44,225	(1,678,611)
Income (Loss) Before Contributions and Transfers	338,864	90,841	366,099	795,804
Contributions and Transfers				
Capital Contributions, Impact Fees and Other	8,824,471	-	-	8,824,471
Transfers In	15,300	-	-	15,300
Transfers Out	(11,114)	(469)	(247)	(11,830)
Total Contributions & Transfers	8,828,657	(469)	(247)	8,827,941
Change in Net Assets	9,167,521	90,372	365,852	9,623,745
Total Net Assets - Beginning	80,551,491	5,614,711	3,822,108	89,988,310
Total Net Assets - Ending	$ 89,719,012	$ 5,705,083	$ 4,187,960	$ 99,612,055

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2010

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligans	Sanitation Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	$ 13,943,490	$ 1,248,752	$ 2,477,959	$ 17,670,201
Payments to Suppliers	(6,139,716)	(268,123)	(1,708,105)	(8,115,944)
Interfund Services	(1,613,962)	(10,704)	(305,751)	(1,930,417)
Payments to Employees	(815,340)	(526,579)	(95,741)	(1,437,660)
Net cash provided (used) by operating activities	5,374,472	443,346	368,362	6,186,180
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers In	15,300	-	-	15,300
Transfers Out	(11,114)	(469)	(247)	(11,830)
Net Cash Provided (Used) by Noncapital Financing Activities	4,186	(469)	(247)	3,470
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Impact fees	957,163	-	-	957,163
Purchase of capital assets	(9,132,537)	-	(68,770)	(9,201,307)
Proceeds from sale of capital assets	22,612	-	-	22,612
Principal paid on capital debt	(1,724,817)	(195,000)	(103,209)	(2,023,026)
Interest paid on capital debt	(1,642,194)	(253,839)	(3,984)	(1,900,017)
Net cash provided (used) by capital and related financing activities	(11,519,773)	(448,839)	(175,963)	(12,144,575)
CASH FLOW FROM INVESTING ACTIVITIES				
Interest Income	127,803	605	-	128,408
Net increase (decrease) in cash and cash equivalents	(6,013,312)	(5,357)	192,152	(5,826,517)
Cash and cash equivalents - beginning of year	21,410,163	758,570	723,143	22,891,876
Cash and cash equivalents - end of year	$ 15,396,851	$ 753,213	$ 915,295	$ 17,065,359
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating Income (Loss)	$ 1,802,157	$ 350,384	$ 321,874	$ 2,474,415
Adjustments to reconcile operating income to net cash provided (Used) by operating activities:				
Depreciation expense	3,032,775	106,750	76,887	3,216,412
(Increase) decrease in receivables	460,345	-	(67,830)	392,515
(Increase) decrease in inventory	3,929	(4,486)	-	(557)
Increase (decrease) in accounts payable	68,932	1,079	37,233	107,244
Increase (decrease) in accrued liabilities	2,624	(12,238)	673	(8,941)
Increase (decrease) in accrued vacation and sick leave	3,710	1,857	(475)	5,092
Total Adjustments	3,572,315	92,962	46,488	3,711,765
Net cash provided (used) by operating activities	$ 5,374,472	$ 443,346	$ 368,362	$ 6,186,180
Noncash investing, capital, and financing activities:				
Contributions of capital assets from developers	$ 7,867,308	$ -	$ -	$ 7,867,308
Increase(decrease) in equity investment in Trans-Jordan Landfill	-	-	44,225	44,225

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Net Assets
Proprietary Funds
June 30, 2011

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligans Fund	Sanitation Fund	Total
ASSETS				
Current Assets				
Cash & Cash Equivalents	$ 13,803,482	$ 68,471	$ 1,157,511	$ 15,029,464
Accounts Receivable net of Allowance	2,486,041	-	345,598	2,831,639
Inventories	44,322	11,858	-	56,180
Total Current Assets	16,333,845	80,329	1,503,109	17,917,283
Noncurrent Assets				
Restricted Cash	926,929	724,024	-	1,650,953
Investment in Landfill	-	-	2,437,961	2,437,961
Bond Issuance Costs	1,170,680	282,151	-	1,452,831
Accumulated Amortization	(665,565)	(70,538)	-	(736,103)
Capital Assets				
Land	2,117,963	10,016,947	-	12,134,910
Water Shares	18,961,482	-	-	18,961,482
Buildings and Structures	1,260,345	699,800	-	1,960,145
Improvements - Other than Buildings	93,641,968	293,083	-	93,935,051
Machinery and Equipment	1,660,473	328,967	1,208,096	3,197,536
Construction in Progress	14,260,523	-	-	14,260,523
Less Accumulated Depreciation	(22,609,699)	(762,089)	(464,573)	(23,836,361)
Capital Assets (Net of Accum Depreciation)	109,293,055	10,576,708	743,523	120,613,286
Total Noncurrent Assets	110,725,099	11,512,345	3,181,484	125,418,928
Total Assets	127,058,944	11,592,674	4,684,593	143,336,211
LIABILITIES				
Current Liabilities				
Accounts Payable	979,811	11,544	114,495	1,105,850
Accrued Liabilities	44,965	37,643	4,942	87,550
Interest Payable	272,212	59,509	-	331,721
Construction Bonds and Refunds	25,701	-	-	25,701
Current Portion Compensated Absences	45,878	15,978	2,108	63,964
Current Portion Bonds Payable	1,900,000	210,000	-	2,110,000
Total Current Liabilities	3,268,567	334,674	121,545	3,724,786
Noncurrent Liabilities				
Bonds & Leases Payable net of unamortized refunding bond cost	31,385,918	5,397,311	-	36,783,229
Total Noncurrent Liabilities	31,385,918	5,397,311	-	36,783,229
Total Liabilities	34,654,485	5,731,985	121,545	40,508,015
NET ASSETS				
Investment in Capital Assets, net of related debt	76,007,137	4,969,397	743,523	81,720,057
Restricted for:				
Impact Fees	3,706,120	-	-	3,706,120
Debt Service	926,929	724,024	-	1,650,953
Unrestricted	11,764,273	167,268	3,819,525	15,751,066
Total Net Assets	$ 92,404,459	$ 5,860,689	$ 4,563,048	$ 102,828,196

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2011

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligan's Fund	Sanitation Fund	Total
Operating Revenues				
Charges for Services				
Operations	$ 455,633	$ 1,139,374	$ 2,586,287	$ 4,181,294
Pledged as Security for Revenue Bonds	14,404,163	-	-	14,404,163
Miscellaneous	1,000	11,441	225	12,666
Total Operating Revenue	14,860,796	1,150,815	2,586,512	18,598,123
Operating Expenses				
Costs of Services	7,020,743	806,208	1,822,708	9,649,659
General and Administrative	1,694,109	-	350,469	2,044,578
Depreciation	3,012,182	93,169	82,801	3,188,152
Total Operating Expenses	11,727,034	899,377	2,255,978	14,882,389
Operating Income (Loss)	3,133,762	251,438	330,534	3,715,734
Non-Operating Revenues (Expenses)				
Increase (Decrease) in Joint Venture	-	-	44,801	44,801
Assessment Revenue	269,424	-	-	269,424
Interest	68,603	16	-	68,619
Amortization of Bond Issuance Costs	(55,860)	(11,756)	-	(67,616)
Interest & Fees	(1,491,275)	(241,479)	-	(1,732,754)
Total Non-Operating Revenue (Expenses)	(1,209,108)	(253,219)	44,801	(1,417,526)
Income (Loss) Before Contributions and Transfers	1,924,654	(1,781)	375,335	2,298,208
Contributions and Transfers				
Capital Contributions, Impact Fees and Other	764,448	-	-	764,448
Transfers In	-	157,856	-	157,856
Transfers Out	(3,655)	(469)	(247)	(4,371)
Total Contributions & Transfers	760,793	157,387	(247)	917,933
Change in Net Assets	2,685,447	155,606	375,088	3,216,141
Total Net Assets - Beginning	89,719,012	5,705,083	4,187,960	99,612,055
Total Net Assets - Ending	$ 92,404,459	$ 5,860,689	$ 4,563,048	$ 102,828,196

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2011

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligans	Sanitation Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	$ 14,868,916	$ 1,152,061	$ 2,578,056	$ 18,599,033
Payments to Suppliers	(6,309,991)	(284,624)	(2,107,364)	(8,701,979)
Interfund Services	(1,694,109)	(11,266)	-	(1,705,375)
Payments to Employees	(1,008,262)	(522,280)	(96,696)	(1,627,238)
Net cash provided (used) by operating activities	5,856,554	333,891	373,996	6,564,441
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers In	-	157,856	-	157,856
Transfers Out	(3,655)	(469)	(247)	(4,371)
Net Cash Provided (Used) by Noncapital Financing Activities	(3,655)	157,387	(247)	153,485
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Impact fees	761,247	-	-	761,247
Purchase of capital assets	(4,047,924)	-	(131,533)	(4,179,457)
Proceeds from special assessment	3,280	-	-	3,280
Principal paid on capital debt	(1,795,000)	(205,000)	-	(2,000,000)
Interest paid on capital debt	(1,509,545)	(247,012)	-	(1,756,557)
Net cash provided (used) by capital and related financing activities	(6,587,942)	(452,012)	(131,533)	(7,171,487)
CASH FLOW FROM INVESTING ACTIVITIES				
Interest Income	68,603	16	-	68,619
Net increase (decrease) in cash and cash equivalents	(666,440)	39,282	242,216	(384,942)
Cash and cash equivalents - beginning of year	15,396,851	753,213	915,295	17,065,359
Cash and cash equivalents - end of year	$ 14,730,411	$ 792,495	$ 1,157,511	$ 16,680,417
Reconciliation of operating income to net cash provided (used) by operating activities:				
Operating Income (Loss)	$ 3,133,762	$ 251,438	$ 330,534	$ 3,715,734
Adjustments to reconcile operating income to net cash provided (Used) by operating activities:				
Depreciation expense	3,012,182	93,169	82,801	3,188,152
(Increase) decrease in receivables	35,379	-	(8,456)	26,923
(Increase) decrease in inventory	(12,781)	1,246	-	(11,535)
Increase (decrease) in accounts payable	(305,847)	(4,746)	(32,125)	(342,718)
Increase (decrease) in accrued liabilities	(12,602)	(9,934)	718	(21,818)
Increase (decrease) in accrued vacation and sick leave	6,461	2,718	524	9,703
Total Adjustments	2,722,792	82,453	43,462	2,848,707
Net cash provided (used) by operating activities	$ 5,856,554	$ 333,891	$ 373,996	$ 6,564,441
Noncash investing, capital, and financing activities:				
Contributions of capital assets from developers	$ 3,204	$ -	$ -	$ 3,204
Assessment revenue paid by capital assets	18,210			$ 18,210
Increase(decrease) in equity investment in Trans-Jordan Landfil	-	-	44,801	44,801

See accompanying notes.

CITY OF SOUTH JORDAN

Statement of Net Assets
Proprietary Funds
June 30, 2012

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligans Fund	Sanitation Fund	Total
ASSETS				
Current Assets				
Cash & Cash Equivalents	$ 15,702,036	$ 184,354	$ 1,436,159	$ 17,322,549
Accounts Receivable Net of Allowance	2,917,163	15,706	365,137	3,298,006
Inventories	32,677	12,856	-	45,533
Total Current Assets	18,651,876	212,916	1,801,296	20,666,088
Noncurrent Assets				
Restricted Cash	926,292	724,024	-	1,650,316
Investment in Landfill	-	-	2,523,811	2,523,811
Bond Issuance Costs	1,170,680	282,151	-	1,452,831
Accumulated Amortization	(717,556)	(82,294)	-	(799,850)
Capital Assets				
Land	2,117,963	10,016,947	-	12,134,910
Water Shares	18,961,482	-	-	18,961,482
Buildings and Structures	1,260,345	699,800	-	1,960,145
Improvements - Other than Buildings	108,862,465	357,798	-	109,220,263
Machinery and Equipment	1,823,915	294,977	1,240,656	3,359,548
Construction in Progress	674,323	-	-	674,323
Less Accumulated Depreciation	(26,061,236)	(792,687)	(553,095)	(27,407,018)
Capital Assets (Net of Accum Depreciation)	107,639,257	10,576,835	687,561	118,903,653
Total Noncurrent Assets	109,018,673	11,500,716	3,211,372	123,730,761
Total Assets	127,670,549	11,713,632	5,012,668	144,396,849
LIABILITIES				
Current Liabilities				
Accounts Payable	1,304,407	26,779	416,195	1,747,381
Accrued Liabilities	23,431	18,618	1,990	44,039
Interest Payable	252,608	57,409	-	310,017
Construction Bonds and Refunds	30,655	-	-	30,655
Compensated Absences	44,115	16,069	2,264	62,448
Bonds Payable	1,960,000	220,000	-	2,180,000
Interfund Payable	-	9,364	-	9,364
Total Current Liabilities	3,615,216	348,239	420,449	4,383,904
Noncurrent Liabilities				
Compensated Absences	21,263	7,548	-	28,811
Bonds & Leases Payable Net of Unamortized Refunding Bond Cost	29,391,670	5,173,571	-	34,565,241
Interfund Payable	-	37,456	-	37,456
Total Noncurrent Liabilities	29,412,933	5,218,575	-	34,631,508
Total Liabilities	33,028,149	5,566,814	420,449	39,015,412
NET ASSETS				
Investment in Capital Assets, Net of Related Debt	76,287,587	5,183,264	687,561	82,158,412
Restricted for:				
Capital Improvements	3,035,876	-	-	3,035,876
Debt Service	926,292	724,024	-	1,650,316
Unrestricted	14,392,645	239,530	3,904,658	18,536,833
Total Net Assets	$ 94,642,400	$ 6,146,818	$ 4,592,219	$ 105,381,437

See Accompanying Notes

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2012

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligan's Fund	Sanitation Fund	Total
Operating Revenues				
Charges for Services				
Operations	$ 488,544	$ 1,291,796	$ 2,680,279	$ 4,460,619
Pledged as Security for Revenue Bonds	14,765,267	-	-	14,765,267
Miscellaneous	14,881	52,138	-	67,019
Total Operating Revenue	15,268,692	1,343,934	2,680,279	19,292,905
Operating Expenses				
Costs of Services	8,027,463	806,003	2,308,065	11,141,531
General and Administrative	1,706,720	-	356,738	2,063,458
Depreciation	3,451,537	64,588	88,521	3,604,646
Total Operating Expenses	13,185,720	870,591	2,753,324	16,809,635
Operating Income (Loss)	2,082,972	473,343	(73,045)	2,483,270
Non-Operating Revenues (Expenses)				
Increase (Decrease) in Joint Venture	-	-	85,850	85,850
Interest	188,848	-	16,638	205,486
Gain (Loss) on Sale of Capital Assets	-	10,000	-	10,000
Amortization of Bond Issuance Costs	(51,991)	(11,756)	-	(63,747)
Interest & Fees	(1,415,067)	(233,998)	-	(1,649,065)
Total Non-Operating Revenue (Expenses)	(1,278,210)	(235,754)	102,488	(1,411,476)
Income (Loss) Before Contributions and Transfers	804,762	237,589	29,443	1,071,794
Contributions and Transfers				
Capital Contributions, Impact Fees and Other	1,437,347	-	-	1,437,347
Transfers In	-	49,009	-	49,009
Transfers Out	(4,168)	(469)	(272)	(4,909)
Total Contributions & Transfers	1,433,179	48,540	(272)	1,481,447
Change in Net Assets	2,237,941	286,129	29,171	2,553,241
Total Net Assets - Beginning	92,404,459	5,860,689	4,563,048	102,828,196
Total Net Assets - Ending	$ 94,642,400	$ 6,146,818	$ 4,592,219	$ 105,381,437

See Accompanying Notes

CITY OF SOUTH JORDAN

Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2012

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligans	Sanitation Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	$ 14,842,522	$ 1,328,641	$ 2,660,740	$ 18,831,903
Payments to Suppliers	(6,624,455)	(247,214)	(1,903,183)	(8,774,852)
Interfund Services	(1,706,720)	-	(356,738)	(2,063,458)
Payments to Employees	(1,068,800)	(556,351)	(105,977)	(1,731,128)
Net Cash Provided (Used) by Operating Activities	5,442,547	525,076	294,842	6,262,465
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers In	-	49,009	-	49,009
Transfers Out	(4,168)	(469)	(272)	(4,909)
Net Cash Provided (Used) by Noncapital Financing Activities	(4,168)	48,540	(272)	44,100
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Impact Fees	820,545	-	-	820,545
Purchase of Capital Assets	(1,180,936)	(64,715)	(32,560)	(1,278,211)
Proceeds From Interfund Loan	-	46,820	-	46,820
Principal Paid on Capital Debt	(1,900,000)	(210,000)	-	(2,110,000)
Interest Paid on Capital Debt	(1,468,919)	(239,838)	-	(1,708,757)
Proceeds From Sale of Capital Assets	-	10,000	-	10,000
Net Cash Provided (Used) by Capital and Related Financing Activities	(3,729,310)	(457,733)	(32,560)	(4,219,603)
CASH FLOW FROM INVESTING ACTIVITIES				
Interest Income	188,848	-	16,638	205,486
Net Increase (Decrease) in Cash and Cash Equivalents	1,897,917	115,883	278,648	2,292,448
Cash and Cash Equivalents - Beginning of Year	14,730,411	792,495	1,157,511	16,680,417
Cash and Cash Equivalents - End of Year	$ 16,628,328	$ 908,378	$ 1,436,159	$ 18,972,865
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	$ 2,082,972	$ 473,343	$ (73,045)	$ 2,483,270
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation Expense	3,451,537	64,588	88,521	3,604,646
(Increase) Decrease in Receivables	(431,122)	-	(19,539)	(450,661)
(Increase) Decrease in Inventory	11,645	(998)	-	10,647
Increase (Decrease) in Accounts Payable	324,596	15,235	301,701	641,532
Increase (Decrease) in Accrued Liabilities	(16,581)	(19,025)	(2,952)	(38,558)
Increase (Decrease) in Accrued Vacation and Sick Leave	19,500	7,639	156	27,295
Total Adjustments	3,359,575	67,439	367,887	3,794,901
Net Cash Provided (Used) by Operating Activities	$ 5,442,547	$ 540,782	$ 294,842	$ 6,278,171
Noncash Investing, Capital, and Financing Activities:				
Contributions of Capital Assets From Developers	$ 616,802	$ -	$ -	$ 616,802
Increase (Decrease) in Equity Investment in Trans-Jordan Landfill	-	-	85,850	85,850

See Accompanying Notes

CITY OF SOUTH JORDAN
Statement of Net Position
Proprietary Funds
June 30, 2013

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligans Fund	Sanitation Fund	Total
ASSETS				
Current Assets				
Cash and Cash Equivalents	$ 18,988,996	$ 224,160	$ 1,332,898	$ 20,546,054
Accounts Receivable Net of Allowance	2,567,134	15,706	355,781	2,938,621
Inventories	32,775	11,267	-	44,042
Total Current Assets	21,588,905	251,133	1,688,679	23,528,717
Noncurrent Assets				
Restricted Cash	2,609,362	724,031	-	3,333,393
Investment in Landfill	-	-	2,616,087	2,616,087
Capital Assets				
Land	2,117,963	10,016,947	-	12,134,910
Water Shares	18,961,482	-	-	18,961,482
Buildings and Structures	1,493,756	699,800	-	2,193,556
Improvements - Other than Buildings	110,657,889	357,798	-	111,015,687
Machinery and Equipment	1,780,485	313,543	1,237,835	3,331,863
Construction in Progress	820,099	-	-	820,099
Less Accumulated Depreciation	(29,397,875)	(831,516)	(623,091)	(30,852,482)
Capital Assets (Net of Accum Depreciation)	106,433,799	10,556,572	614,744	117,605,115
Total Noncurrent Assets	109,043,161	11,280,603	3,230,831	123,554,595
Total Assets	130,632,066	11,531,736	4,919,510	147,083,312
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Charge on Refunding	635,888	-	-	635,888
Total Deferred Outflows of Resources	635,888	-	-	635,888
LIABILITIES				
Current Liabilities				
Accounts Payable	1,281,457	24,825	159,693	1,465,975
Accrued Liabilities	119,958	23,173	3,072	146,203
Interest Payable	229,691	55,209	-	284,900
Construction Bonds and Refunds	30,464	-	-	30,464
Compensated Absences	53,002	13,491	2,693	69,186
Bonds Payable	2,050,000	230,000	-	2,280,000
Interfund Payable	-	9,364	-	9,364
Total Current Liabilities	3,764,572	356,062	165,458	4,286,092
Noncurrent Liabilities				
Compensated Absences	26,028	4,549	-	30,577
Bonds and Leases Payable	27,943,310	4,939,832	-	32,883,142
Interfund Payable	-	28,092	-	28,092
Total Noncurrent Liabilities	27,969,338	4,972,473	-	32,941,811
Total Liabilities	31,733,910	5,328,535	165,458	37,227,903
NET POSITION				
Investment in Capital Assets, Net of Related Debt	77,076,377	5,386,740	614,744	83,077,861
Restricted for:				
Capital Improvements	4,472,573	-	-	4,472,573
Debt Service	2,609,362	724,031	-	3,333,393
Unrestricted	15,375,732	92,430	4,139,308	19,607,470
Total Net Position	$ 99,534,044	$ 6,203,201	$ 4,754,052	$ 110,491,297

The notes to the basic financial statements are an integral part of this statement.

CITY OF SOUTH JORDAN

Statement of Revenues, Expenses, and Changes in Net Position

Proprietary Funds

For the Year Ended June 30, 2013

	Business-type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligans Fund	Sanitation Fund	Total
OPERATING REVENUES				
Charges for Services				
Operations	$ 546,515	$ 1,219,431	$ 2,799,787	$ 4,565,733
Pledged as Security for Revenue Bonds	16,391,308	-	-	16,391,308
Miscellaneous	6,636	9,989	1,740	18,365
Total Operating Revenues	16,944,459	1,229,420	2,801,527	20,975,406
OPERATING EXPENSES				
Costs of Services	8,675,192	793,688	2,372,289	11,841,169
General and Administrative	1,222,787	-	282,765	1,505,552
Depreciation	3,490,452	57,093	82,746	3,630,291
Total Operating Expenses	13,388,431	850,781	2,737,800	16,977,012
Operating Income	3,556,028	378,639	63,727	3,998,394
NON-OPERATING REVENUES (EXPENSES)				
Increase in Joint Venture	-	-	92,277	92,277
Interest	114,379	-	6,103	120,482
Gain on Sale of Capital Assets	45,404	-	-	45,404
Interest and Fees	(1,322,782)	(226,134)	-	(1,548,916)
Total Non-Operating Revenue (Expenses)	(1,162,999)	(226,134)	98,380	(1,290,753)
Income Before Contributions and Transfers	2,393,029	152,505	162,107	2,707,641
CONTRIBUTIONS AND TRANSFERS				
Capital Contributions, Impact Fees and Other	2,955,905	-	-	2,955,905
Transfers In	-	104,204	-	104,204
Transfers Out	(4,168)	(469)	(272)	(4,909)
Total Contributions and Transfers	2,951,737	103,735	(272)	3,055,200
Change in Net Position	5,344,766	256,240	161,835	5,762,841
Net Position - Beginning, as Previously Reported	94,642,400	6,146,818	4,592,219	105,381,437
Adjustment to Net Deferred Bond Issuance Costs (Note 4)	(453,124)	(199,857)	-	(652,981)
Net Position - Beginning, as Adjusted	94,189,276	5,946,961	4,592,219	104,728,456
Net Position - Ending	$ 99,534,042	$ 6,203,201	$ 4,754,054	$ 110,491,297

The notes to the basic financial statements are an integral part of this statement.

CITY OF SOUTH JORDAN
Statement of Cash Flows
Proprietary Funds
For The Year Ended June 30, 2013

	Business-Type Activities - Enterprise Funds			
	Major		Nonmajor	
	Water Fund	Mulligans	Sanitation Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from Customers and Users	$ 17,381,654	$ 1,231,104	$ 2,810,884	$ 21,423,642
Payments to Suppliers	(7,496,646)	(308,455)	(2,519,670)	(10,324,771)
Interfund Services	(1,222,787)	-	(282,765)	(1,505,552)
Payments to Employees	(1,178,771)	(488,304)	(107,613)	(1,774,688)
Net Cash Provided (Used) by Operating Activities	7,483,450	434,345	(99,164)	7,818,631
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers In	-	104,204	-	104,204
Transfers Out	(4,168)	(469)	(272)	(4,909)
Net Cash Provided (Used) by Noncapital Financing Activities	(4,168)	103,735	(272)	99,295
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Impact Fees	1,546,716	-	-	1,546,716
Purchase of Capital Assets	(895,192)	(36,830)	(9,928)	(941,950)
Principal Paid on Capital Debt	(1,960,000)	(229,364)	-	(2,189,364)
Interest Paid on Capital Debt	(1,379,948)	(232,073)	-	(1,612,021)
Proceeds From Sale of Capital Assets	64,791	-	-	64,791
Net Cash Used by Capital and Related Financing Activities	(2,623,633)	(498,267)	(9,928)	(3,131,828)
CASH FLOW FROM INVESTING ACTIVITIES				
Interest Income	114,381	-	6,103	120,484
Net Increase (Decrease) in Cash and Cash Equivalents	4,970,030	39,813	(103,261)	4,906,582
Cash and Cash Equivalents - Beginning of Year	16,628,328	908,378	1,436,159	18,972,865
Cash and Cash Equivalents - End of Year	$ 21,598,358	$ 948,191	$ 1,332,898	$ 23,879,447
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:				
Operating Income	$ 3,556,028	$ 378,639	$ 63,727	$ 3,998,394
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation Expense	3,490,452	57,093	82,746	3,630,291
(Increase) Decrease in Receivables	350,032	-	9,355	359,387
(Increase) Decrease in Inventory	(98)	1,589	-	1,491
Increase (Decrease) in Accounts Payable	(23,257)	(1,955)	(256,503)	(281,715)
Increase (Decrease) in Accrued Liabilities	96,640	4,556	1,082	102,278
Increase (Decrease) in Accrued Vacation and Sick Leave	13,653	(5,577)	429	8,505
Total Adjustments	3,927,422	55,706	(162,891)	3,820,237
Net Cash Provided (Used) by Operating Activities	$ 7,483,450	$ 434,345	$ (99,164)	$ 7,818,631
Noncash Investing, Capital, and Financing Activities:				
Contributions of Capital Assets From Developers	$ 1,409,189	$ -	$ -	$ 1,409,189
Increase (Decrease) in Equity Investment in Trans-Jordan Landfill	-	-	92,277	92,277

The notes to the basic financial statements are an integral part of this statement.

Mulligan's Golf and Games
Revenues and Expenditrures
For the Fiscal Years Ended June 30
(Cash Basis, Unaudited)

	9-month YTD through 3/31/14	5-Year TOTAL	2013	2012	2011	2010	2009
Revenue							
Driving Range	$ 253,183	$ 1,882,880	$ 380,860	$ 394,754	$ 377,273	$ 354,392	$ 375,601
Green Fees	120,374	1,024,003	199,479	214,806	193,076	212,999	203,643
Miniature Golf	170,891	1,560,309	300,714	346,435	293,918	310,661	308,581
Golf Cart Rental	45,069	297,731	77,755	67,889	52,771	50,694	48,622
Batting Cages	65,194	677,121	131,704	142,294	103,120	144,678	155,325
Pro Shop	31,906	177,314	39,502	36,577	33,344	36,522	31,369
Food & Beverage	25,236	249,261	47,902	57,997	46,575	47,659	49,128
Rental Revenue	8,751	47,591	12,373	6,592	9,150	13,428	6,048
Miscellaneous	27,680	294,512	39,131	76,590	41,603	82,811	54,377
Total Revenue	748,284	6,210,722	1,229,420	1,343,934	1,150,831	1,253,843	1,232,694
Variable Expenditures							
Wages & Salaries	(332,853)	(2,644,939)	(485,602)	(544,554)	(526,330)	(535,961)	(552,492)
Administrative Fee	(157,393)	(673,580)	(159,068)	(90,133)	(94,869)	(147,658)	(181,852)
Equipment & Facility Maintenance Costs	(10,914)	(102,711)	(14,715)	(19,307)	(23,092)	(24,036)	(21,561)
Utility Costs	(34,862)	(221,139)	(46,429)	(46,788)	(47,535)	(47,913)	(32,474)
Driving Range	(25,747)	(103,357)	(22,179)	(18,945)	(20,569)	(19,439)	(22,225)
Miniture Golf	(3,240)	(49,203)	(10,468)	(8,044)	(9,009)	(9,810)	(11,872)
Batting Cages	(4,554)	(31,257)	(6,255)	(5,642)	(8,419)	(6,034)	(4,907)
Golf Shop	-	(1,209)	-	-	(30)	-	(1,179)
Grounds Maintenance	(23,119)	(188,473)	(61,561)	(27,667)	(23,016)	(35,245)	(40,984)
Other variable Costs	(181,452)	(427,735)	(86,110)	(81,734)	(99,881)	(65,740)	(94,270)
Culinary Water	-	(101,131)	(23,008)	(19,060)	(18,806)	(22,057)	(18,200)
Insurance	-	(13,105)	(2,621)	(2,621)	(2,621)	(2,621)	(2,621)
Cost of Goods Sold - Pro Shop	(27,593)	(122,084)	(27,023)	(25,278)	(23,336)	(21,831)	(24,617)
Cost of Goods Sold - Food	(8,345)	(133,396)	(23,682)	(28,045)	(24,398)	(28,940)	(28,332)
Total Variable Expenditures	(810,072)	(4,813,319)	(968,720)	(917,817)	(921,911)	(967,285)	(1,037,586)
Revenue Less Variable Expenditures	**(61,788)**	**1,397,403**	**260,700**	**426,117**	**228,919**	**286,558**	**195,108**
Debt Expenditures							
Principal on Bond	(230,000)	(1,020,000)	(220,000)	(210,000)	(205,000)	(195,000)	(190,000)
Interest on Bond	(110,419)	(1,223,138)	(229,638)	(238,038)	(245,213)	(252,038)	(258,213)
Trustee Fees	(1,800)	(9,000)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)
Golf Cart Loan Payment	(10,000)	(45,574)	(10,000)	-	(11,858)	(11,858)	(11,858)
Capital Expenditures							
Capital Asset Purchases	(20,000)	(211,211)	(46,496)	(64,715)	-	-	(100,000)
Proceeds From Sale of Capital Assets	-	10,000	-	10,000	-	-	-
Total Debt & Capital Expenditures	(372,219)	(2,498,922)	(507,933)	(504,553)	(463,870)	(460,695)	(561,871)
Net Deficit	**$ (434,007)**	**$ (1,101,519)**	**$ (247,233)**	**$ (78,436)**	**$ (234,951)**	**$ (174,137)**	**$ (366,763)**
Other Items:							
Estimated Property Taxes Foregone	120,000	703,000					

Notes:

Property taxes are not assessed or paid while the city owns this property.
The estimated city portion of property taxes not collected exceeded $700,000 for the 5-year period ended in 2013.
Since this is a cash-basis reporet, depreciation is not reflected in the accounts
$4,880,000 remains to be repaid on the Bond to purchase Mulligans
$24,643 borrowed from the city's General Fund is to be paid starting FY2015
$381,257 borrowed from the city (including interest) has not yet been repaid

Notes to the Mulligans Cash-basis Financial Report, dated March 31, 2014

The accompanying, unaudited financial summary covering the operations of Mulligans (golf, driving range, pro shop, miniature golf, and batting cages) is presented on the basis of cash in and cash out over the periods reflected. This is unlike the City's regularly-issued and audited financial statements which conform to governmental accounting standards and do not reflect the actual cash in and cash out.

The City's Comprehensive Annual Financial Report identifies Mulligans as an enterprise fund accounted for on a modified accrual basis.

The Purpose of this cash-basis statement is to identify as accurately as possible the cash inflows, cash outflows, and (in these accompanying notes) the amount of outstanding Mulligans obligations.

Financial Summary

As identified in the cash-basis statement, Mulligans receipted $6.2 million during the five years ended June 30, 2013. During this same five years, costs of operating the facilities totaled $4.8 million, and another $2.5 million was spent to repay obligations and purchase equipment. In total, the five-years ended June 30, 2013 produced a $1.1 million cash deficit (averaging $220,000 annual loss) with every year operating 'in the red', ranging from a low deficit of $78,436 to a high deficit of $366,763.

While activity revenues vary in proportion to the amount of 'fair weather' days each year, the revenue trend is flat at about $1.2 million annually. Revenue-wise there is no evidence that Mulligans is becoming more popular or that annual cash deficits could reasonably be expected to be offset by 'top-line' revenue. Expenditures to support operations have averaged $963 thousand each year. While asset purchases have been nominal, the repayment of debt has been significant – averaging $500 thousand in annual expenditures.

The result has been a $1.1 million cash deficit for the five years ended June 30, 2013, averaging $220 in cash deficiency yearly. As a result of these ongoing large yearly deficits, corresponding cash transfers from tax revenues and other operations of the city have been necessary in order to keep Mulligan's financially afloat. While not presented, the preceding five years had similar deficit results.

Unrealized Revenue

Property taxes not collected on this property (due to the fact that it is city-owned) are estimated to be just over $700,000 during the past five years. In addition, the opportunity costs are substantial.

Unpaid Obligations

Mulligans was purchased in May 2004 for a total consideration of $12,500,000. The city bonded for the revenues and has been repaying the bond obligation (principal and interest) at the rate of nearly $450 thousand per year. As of March 31, 2014, the following obligations remain owing, requiring continued cash payments until satisfied.

Remaining Bond Obligation

Date	Principal	Interest	Total P+I	Fiscal Total
10/1/2014		104,668.75	104,668.75	
4/1/2015	240,000.00	104,668.75	344,668.75	449,337.50
10/1/2015		99,868.75	99,868.75	
4/1/2016	250,000.00	99,868.75	349,868.75	449,737.50
10/1/2016		94,868.75	94,868.75	
4/1/2017	260,000.00	94,868.75	354,868.75	449,737.50
10/1/2017		89,668.75	89,668.75	
4/1/2018	270,000.00	89,668.75	359,668.75	449,337.50
10/1/2018		82,918.75	82,918.75	
4/1/2019	285,000.00	82,918.75	367,918.75	450,837.50
10/1/2019		77,218.75	77,218.75	
4/1/2020	295,000.00	77,218.75	372,218.75	449,437.50
10/1/2020		71,318.75	71,318.75	
4/1/2021	310,000.00	71,318.75	381,318.75	452,637.50
10/1/2021		64,925.00	64,925.00	
4/1/2022	320,000.00	64,925.00	384,925.00	449,850.00
10/1/2022		58,325.00	58,325.00	
4/1/2023	335,000.00	58,325.00	393,325.00	451,650.00
10/1/2023		51,206.25	51,206.25	
4/1/2024	345,000.00	51,206.25	396,206.25	447,412.50
10/1/2024		43,875.00	43,875.00	
4/1/2025	360,000.00	43,875.00	403,875.00	447,750.00
10/1/2025		36,225.00	36,225.00	
4/1/2026	375,000.00	36,225.00	411,225.00	447,450.00
10/1/2026		27,787.50	27,787.50	
4/1/2027	395,000.00	27,787.50	422,787.50	450,575.00
10/1/2027		18,900.00	18,900.00	
4/1/2028	410,000.00	18,900.00	428,900.00	447,800.00
10/1/2028		9,675.00	9,675.00	
4/1/2029	430,000.00	9,675.00	439,675.00	449,350.00

Internal Loan

2012 Golf Cart Loan		2014 Equipment Loan		Operations Loan		
Year	Payment	Year	Payment	Year	Amount	Balance
2014	9,364	2015	5,228	2006	80,000	104,382
2015	9,364	2016	5,228	2011	157,856	276,875
2016	9,364	2017	5,228			
		2018	5,228			
		2019	5,228			

Projects Along Jordan River

(prepared 4/11/14)

Project Name	Project Type	Start Date	Expenditures
East Riverfront Parkway (install drain fields into detention ponds)	Park Improvements	Nov-05	$ 28,401
Jordan River Trail & North Phase	Trail Improvements	Jan-07	$ 360,119
Wetland Mitigation Project (Anderson Mitigation & Bank Stabilization)	Natural Open Space/Wetland & River Improvements	Apr-08	$ 127,126
Fish Cleaning Station	Park Improvements	Nov-08	$ 6,202
East Riverfront Parkway Trailhead (parking lot & landscaping improvements)	Park Improvements	Apr-09	$ 342,419
11400 S. Betterments - Jordan River Ponds Feasibility Study - Jordan River Retention Ponds **UDOT bore cost of add'l improvements including trails, landscaping, and a bridge	Park Improvements	Oct-09	$ 302,656
Open Space Improvements_Wetland	Natural Open Space/Wetland Improvements	Apr-10	$ 13,884
Fishing Pond Improvements	Park Improvements	Aug-10	$ 297,648
Jordan River Bank Stabilization	River Improvements	Aug-12	$ 74,108
Mystic Springs Nature Area	Park & Trail Improvements	Feb-13	$ 47,071
Jordan River Trail Pavilion	Trail Improvements	Mar-13	$ 15,000
Environmental Consultant Services (Operational Cost) - Jordan River Pkwy Vegetation Enhancement Project - Open Space & Habitat Conservation Plan - Mystic Springs Conceptual Design Plan	Trailway Enhancements & Profeessional Services	Jan-09	$ 186,320
TOTAL EXPENDITURES			**$ 1,800,955**

Projected Projects Along Jordan River

Project Name	Planned Start Date (Fiscal Year)	Estimated Cost
Jordan River Trail- South (ROW)	FY14-15	$ 150,000
Jordan River Trail- South (Construction)	FY15-16	$ 150,000
Riverfront East Park Playground Improvements	FY15-16	$ 65,000
Riverfront West Park Playground Improvements	FY15-16	$ 65,000
TOTAL ESTIMATED COST		**$ 430,000**