

REQUEST FOR COUNCIL ACTION

SUBJECT: Development Agreement for Okubo Farms Subdivision

SUMMARY: Consideration approving and authorizing the Mayor to sign a development agreement with AFJS Holdings, LLC for the Okubo Farms Subdivision at approximately 2020 W. Gardner Lane.

FISCAL:

IMPACT: None

STAFF RECOMMENDATION:

Staff recommends that City Council approve and authorize the Mayor to execute the development agreement as prepared.

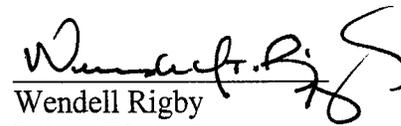
MOTION RECOMMENDED:

"I move that the City Council adopt a resolution authorizing the Mayor to execute the "Development Agreement for Okubo Farms Subdivision."

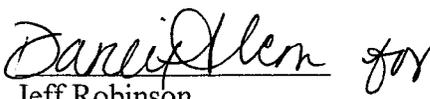
Prepared by:


Loretta Grundvig
ODA Dev Coordinator

Reviewed by:


Wendell Rigby
Public Works Director

Reviewed as to legal form:


Jeff Robinson
City Attorney

Recommended by:


Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

AFJS Holdings, LLS is proposing to develop a three-phased 49-lot single-family residential subdivision located at approximately 2020 W. Gardner Lane.

The subdivision requires onsite detention that collects water from within the subdivision and releases the water to a storm water system according to City Code and standards. The Developer identified the South Jordan Canal as a potential location for discharge of water from its detention basin. The South Jordan Canal is privately owned, and discharge to the canal requires a permit from Salt Lake County. The Developer has not yet obtained the Salt Lake County permit due to concerns of the South Jordan Canal about the increased water level. However, the Developer would like to begin the first phase of the subdivision while continuing to work with Salt Lake County and the South Jordan Canal. Consequently, the Developer has asked to install a temporary retention basin.

The City does not allow use of a retention basin as a permanent solution. However, in circumstances such as this, where the permanent solution requires additional time, the City has allowed developers to commence with development using a temporary retention basin to control runoff from the subdivision until the permanent solution is available.

The proposed development agreement allows a temporary retention basin to be used only for Phase 1 of the three-phase subdivision. The developer is required to install the permanent detention basin as a condition of Phase 2. The City will not release the retention basin portion of the Developer's Phase 1 bond, and will continue to hold it to ensure completion of the permanent detention basin at a later date.

The proposed development agreement will allow the developer to have more time to obtain the Salt Lake County permit or to find another discharge solution, if available.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-120

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF THE OKUBO FARMS SUBDIVISION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND AFJS HOLDINGS, LLC.

Whereas, the City Council of the City of West Jordan has reviewed the Development Agreement for the Okubo Farms Subdivision (a copy of which is attached); and

Whereas, the City Council of the City of West Jordan has determined that the Development Agreement is acceptable for the purposes set forth therein and desires that the Development Agreement for the Okubo Farms Subdivision be executed by the Mayor; and

Whereas, the Mayor is authorized to execute the agreement.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form by the West Jordan City Attorney, the Mayor is hereby authorized and directed to execute the Development Agreement for the Okubo Farms Subdivision.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 25th day of June 2014.

CITY OF WEST JORDAN

By: _____
Mayor Kim V. Rolfe

ATTEST:

Melanie S. Briggs, City Clerk/Recorder

Voting by the City Council

Jeff Haaga

"AYE"

"NAY"

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim V. Rolfe

Recording Requested By and
When Recorded Return to:
West Jordan City
Attention: City Clerk
8000 South Redwood Road
West Jordan, Utah 84088

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT OKUBO FARMS SUBDIVISION

This Development Agreement (this “**Agreement**”) is made and entered into and made effective as of the date entered below (the “**Effective Date**”), by and among West Jordan City, a municipality and political subdivision of the State of Utah (the “**City**”), and AFJS Holdings, LLC, a Utah limited liability company (the “**Developer**”). The City and the Developer may from time to time be collectively referred to as the “**Parties.**”

RECITALS

A. Developer has prepared and presented to the City a development application for the Okubo Farms Subdivision, which is a multi-phase development, to be recorded as two dependent and interrelated phases upon the property described in **Exhibit A** (hereinafter referred to as the “**Project**”). The application package has been submitted and reviewed by the City pursuant to the requirements of the 2009 City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting preliminary and final approved, preliminary and final approved site plan(s), preliminary and final approved subdivision plat(s), approved engineering drawings, conveyance documents, title reports and other documents submitted during the City’s review and approval process will be referred to herein as the “**Okubo Farms Development Documents**” or the “**Development Documents**”.

B. In furtherance of the efforts of Developer to develop the Project, the City has agreed to allow Developer to provide a temporary retention basin for stormwater as described in the Development Documents and in this Agreement.

C. Pursuant to the authority of *Utah Code Ann.* § 10-9a-102(2) and the 2009 City Code, the City has determined to enter into this Agreement with Developer for the purpose of formalizing the Developer’s obligation to install permanent detention and such other matters as the City and the Developer have agreed.

AGREEMENT

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

ARTICLE I LEGAL AUTHORITY AND PURPOSE

1.1 **City Laws and Purpose.** The City represents that it has the legal authority to enter into this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits.

1.2 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.

1.3 **Conditions.** Each of the City and Developer is entering into this Agreement in anticipation of the satisfaction of certain conditions (the “**Conditions**”), which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that some of the Conditions may be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions have been indentified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the Conditions:

1.3.1 the final approval and acceptance of this Agreement by the City Council;

1.3.2 recordation of the final plat for the first phase of the Project.

ARTICLE II PROJECT DEVELOPMENT

2.1 **Developer Obligations.**

2.1.1 **Phased Development.** The Project will consist of three subdivision phases as shown in **Exhibit A**. The plats shall be recorded and construction shall be performed in the following sequence: phase 1 first, phase 2 second, phase 3 third. The Parties understand and agree that the City will not accept, approve or allow recording of the plats out of sequence, but multiple sequential phases may be accepted, approved and recorded concurrently.

2.1.2 Conveyance or Dedication of Required Easements. Developer shall convey or dedicate to the City or other applicable utility provider, at no cost, such required utility easements on or across the Project as are necessary to facilitate the extension of required utility services to and throughout the Project.

2.1.3 Public Streets, Culinary Water, Sanitary Sewer and Stormwater Improvements. Developer shall design, construct and dedicate to the City all public streets and other public infrastructure required by the 2009 City Code and City standards and/or shown on the approved Development Documents (hereinafter referred to as the “**Public Improvements**”).

A. Required Improvements Exhibit B, attached hereto and hereby made a part hereof, lists and otherwise describes all required and agreed improvements and dedications required of Developer in connection with phase 1 of the Project, all of which are accepted by Developer and agreed upon.

B. Improvement Construction and Guarantee Agreement. For each phase of development, Developer shall enter into a construction and guarantee agreement. The construction and guarantee agreement for Phase 1 of the Project will include, among other things, a temporary retention basin to be constructed with Phase 1 of the Project. However, there will not be release of the temporary retention basin guarantee amount, and it will be held as a partial guarantee of the permanent detention basin completion. The construction and guarantee agreement for Phase 2 of the Project will include, among other things, a permanent detention basin to be constructed with Phase 2 of the Project.

2.1.4 Temporary Retention Basin.

A. Initial Installation. Developer may install, at Developer’s own cost and as part of Phase 1 of the Project, a temporary retention basin or permanent detention basin. If a temporary retention basin is used, it must be on private property and will be owned, maintained and operated by a homeowners’ association or other private property owner, not the City. Developer will replace the temporary retention basin with a permanent detention basin with Phase 2 of the Project.

B. Conversion to Permanent Detention Basin. The permanent detention basin will be constructed within either: (1) two years after recordation of the Phase 2 plat; or (2) three years after recordation of the Phase 1 plat, whichever is earlier. Discharge from the permanent detention basin will be to a canal or other

stormdrain system, if any is available. Developer is responsible to arrange discharge, and Developer will procure all necessary permits, property interests and provide discharge improvements at Developer's own cost.

2.1.5. Construction Standards. Notwithstanding any other provisions of this Development Agreement, all Public Improvements (e.g. all improvements to be dedicated to or constructed upon property owned by the City) shall be constructed in compliance with: the approved Development Documents; all applicable federal, state and local laws and regulations; and the City of West Jordan public improvement standards, specifications, and plans as adopted at the time of design.

2.1.6. Payment of Fees. This Agreement is not intended to and does not effect payment of fees required to be paid by Developer prior to recording the plat(s).

2.1.7. Construction Process.

A. Changes Prohibited without Consent. Following City approval of the Development Documents, Developer shall not make any changes to the Development Documents without the prior written consent of the City.

B. Studies and Testing. Developer shall pay for and complete all soils and materials, and traffic testing required by the 2009 City Code, and the City's public improvement standards, specifications, and plans. The work shall be performed by testing agencies acceptable to the City Engineer. Copies of all test results shall be submitted to the City Engineer within thirty-six hours after they are issued by the testing agency. The City Engineer may request that the test reports be certified by the testing agency.

2.1.8. File Record Documents. Developer shall file with the City Engineer "Record Documents" conforming to City requirements.

2.1.9. Indemnification. Developer shall, at all times, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement.

2.2 **Provision of Certain Utility Services.** The City agrees that it shall make available (subject to extension of the City's system by Developer at Developer's cost, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer, garbage collection on public streets for residential properties and related services provided by the City to its citizens generally. Storm water utility service will not be provided unless and until a permanent detention basin is completed. Culinary water, sanitary sewer and storm water (after connection) utility services will be provided through systems constructed by the Developer, at the Developer's cost, as depicted in the Development Documents. To the extent the delivery systems, including but not limited to a permanent detention basin and drainage therefrom, are properly and timely constructed by Developer, such services shall be provided as reflected in the Development Documents. Construction of infrastructure to serve later constructed phases shall be the Developer's responsibility.

2.3 **Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development, whether by the Developer or a successor in interest, will be consistent with this Agreement and the approved Development Documents.

ARTICLE III IMPACT FEES

3.1 **Impact Fees; Costs of Application Processing.** The Developer will be assessed and required to pay impact fees calculated by the City in accordance with the Utah Impact Fees Act. In addition, Developer will be responsible for paying all City fees and charges appropriately assessed for projects of the type being presented by Developer, including payment of hourly charges for all internal expert reviews and involvement. Because impact fees are assessed at the time of development, impact fees may be assessed in each phase of the Project.

ARTICLE IV DEFAULT AND COSTS

4.1 **Default.** In the event of a failure by any party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other party, the non-defaulting party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

4.1.1 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

4.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.

4.2 **Insolvency.** Insolvency, bankruptcy or any voluntary or involuntary assignment by any party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such party under this Article IV.

4.3 **Court Costs and Attorneys Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

ARTICLE V ASSIGNMENT AND RECORDATION

5.1 **Assignment and Transfer of Development.** The Developer shall not assign its obligations under this Agreement or any rights or interests herein, and except as provided below shall not convey the Project or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee: (a) shall have the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken pursuant to this Agreement and any then applicable Development Documents; and (b) by instrument in writing, shall have expressly assumed all of the obligations of the Developer under this Agreement and any then applicable additional agreements and agreed to be subject to all of the conditions and restrictions arising under this Agreement or any Development Documents.

If only a portion of the Project is assigned and/or conveyed under this section 5.1, a reasonable allocation of the Developer's duties appurtenant to that portion will be made.

Developer agrees that any Developer responsibility for constructing the Master Planned Improvements and other material public improvements in connection with the Project as originally presented and approved, and as agreed to herein, cannot be avoided by assigning portions of the Project to one or more third parties and then claiming that Developer's building of the required public improvements is not justified by the impact of the remainder of the Project.

5.1.1 The provisions of this Section 5.1 shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of

this Agreement.

5.1.2 A change in the majority ownership or control of the Developer shall be deemed a transfer requiring the consent of the City pursuant to the requirements of this Section 5.1. Notwithstanding the foregoing sentence, a transfer of all or a portion of the Project or change in the majority ownership or control of the Developer is permitted without the City's or Agency's consent under the following circumstances: (i) a transfer occurs to an entity that is an affiliate of the Developer, (ii) a transfer or change in ownership occurs as a result of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, and/or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the Development Documents. If as a result of any of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this Agreement evidencing their personal guaranty of the Developer's obligations hereunder.

5.1.3 In the event of a City approved transfer of any portion of the Project and upon assumption by the transferee of the Developer's obligations under this Agreement and the Development Documents, the respective transferee shall have the same rights and obligations as the Developer under this Agreement and the Development Documents, and the Developer shall be released from any further obligations with respect to that portion of the Project, provided that any successor shall first execute and deliver such agreements and instruments as the City may require to bind the successor under the terms of this Agreement and any related and subsequent agreements between the parties; and provided further that the provisions of this Agreement with respect to master planned roads and other public improvements shall continue as an obligation of Developer unless expressly waived in writing by the City.

5.2 **Recordation.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Developer. Each commitment and restriction on development set forth herein shall be a burden on the real property constituting the Project, shall be appurtenant to and for the benefit of the City and shall run with the land.

ARTICLE VI
REIMBURSEMENT

6.1 **Reimbursement for Public Improvements.** There will be no reimbursement for public improvements.

ARTICLE VII
GENERAL MATTERS

7.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.

7.2 **Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

7.3 **Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.

7.4 **Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.

7.5 **Non-Liability of City Officials.** No officer, representative, agent or employee of a party hereto shall be personally liable to any other party hereto or any successor in interest or assignee of such party in the event of any default or breach by the defaulting party, or for any amount which may become due the non-defaulting party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

7.6 **No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

7.7 **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph must have notified the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

7.8 **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

The City: West Jordan City
8000 South Redwood Road
West Jordan, Utah 84088
Attention: City Clerk

Developer: AFJS Holdings, LLC
4543 S. Holladay Blvd.
Holladay, UT 84117
Attention: J.J. Sorensen

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

7.9 **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Project, contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the Parties that this Agreement and the additional agreements between the Developer and the City, as contemplated and referred to elsewhere in this Agreement, are intended to and

shall govern the development. It is expressly acknowledged by the Parties that additional agreements may be entered into by or among the Parties and all such shall be included as Development Documents.

7.10 Effective Date. This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date.

7.11 Termination. This Agreement shall terminate upon mutual written agreement of the parties hereto, failure of the Conditions to occur on or before one year from the Effective Date or ten years after the Effective Date, whichever occurs first.

7.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

7.13 Effect of Agreement; Release of Claims. Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal or State laws, City and County ordinances, regulations, or standards. It is the intent of the Parties that this Agreement serve as a complete release and waiver by Developer of any and all claims Developer has or may claim to have with respect to the City's application of the 2009 City Code to the development or the imposition of any requirement expressly set forth in this Agreement or the Development Documents. Moreover, Developer hereby releases and waives any and all claims Developer may have against the City with respect to any land use application submittals, acceptances, approvals, denials or processing with respect to the Project occurring prior to the Effective Date.

[Signatures on the following two pages]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement.

WEST JORDAN CITY, a municipality and political subdivision of the State of Utah

By: _____, Mayor

ATTEST:

_____, City Recorder

CITY ACKNOWLEDGEMENT

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

On this ___ day of _____, 2014, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be the Mayor of West Jordan City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Utah
Residing at: _____
My Commission Expires: _____

AFJS Holdings, LLC,
a Utah limited liability company,

By JJ Sorenson

Its MANAGER,

By: [Signature]
JUNE 16, 2014

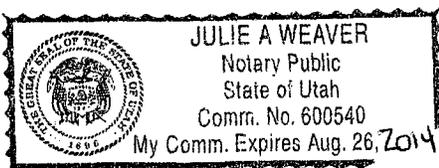
DEVELOPER ACKNOWLEDGEMENT

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

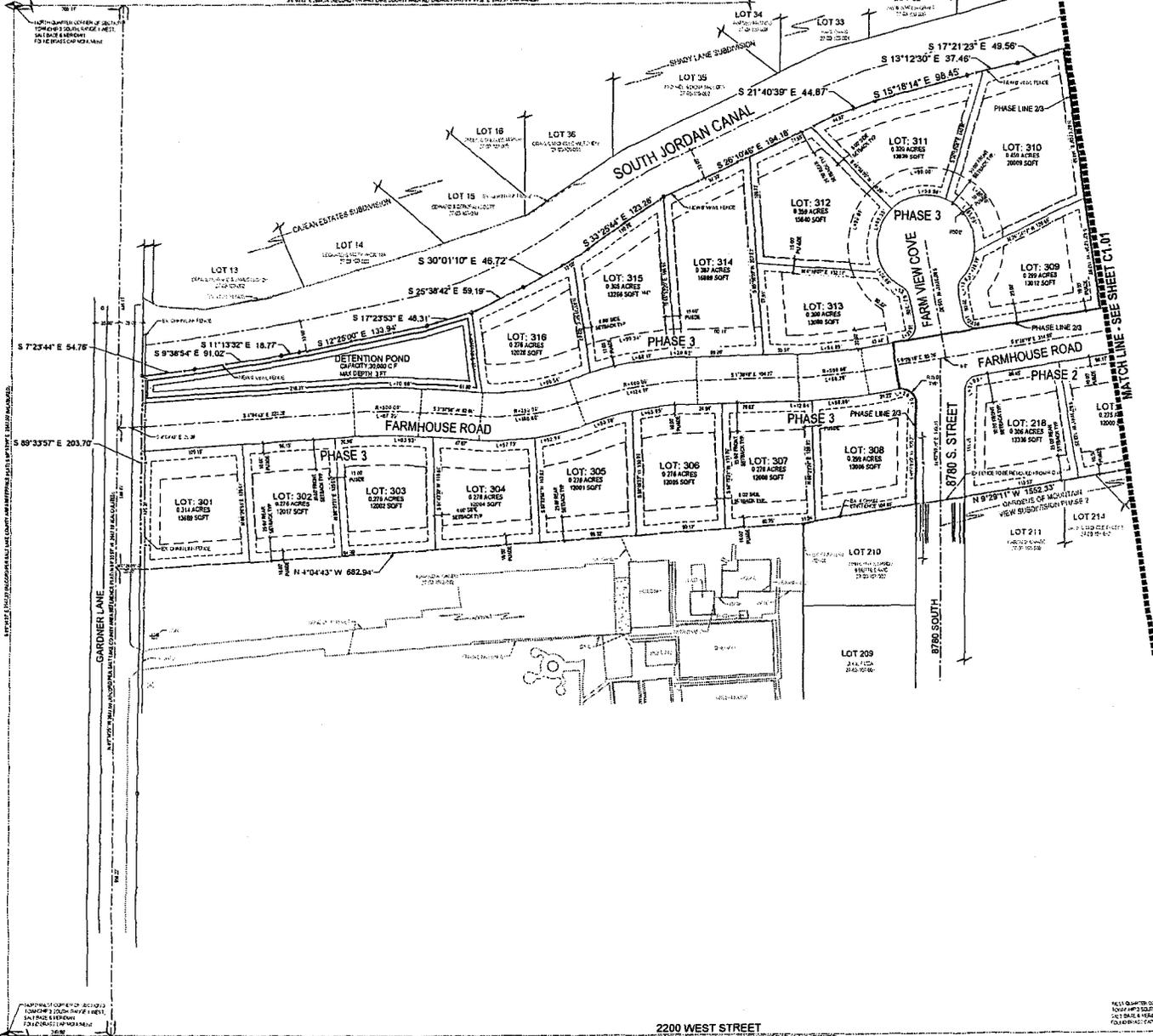
On this 16 day of June, 2014, before the undersigned notary public in and for the said state, personally appeared JJ Sorenson, known or identified to me to be the manager of AFJS Holdings, LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

[Signature]
Notary Public for Utah
Residing at: Salt Lake City, UT 84106
My Commission Expires: 8/26/2014



EFFECTIVE DATE: _____



2200 WEST STREET

Customer: [unreadable] MICNEIL ENGINEERING - SURVEYING, L.C. MICNEIL ASPEN CONSULTANTS, L.C. MICNEIL ENGINEERING - CIVIL, L.C.

THIS SHEET IS ONE OF SEVERAL SHEETS IN A SET. SEE SHEET C1.01 FOR MATCH LINE.

\\Users\Rob.McNEIL-CRGROUP\appdata\local\temp\AcPublish_3092\10102-PLAN.DWG Sep 17, 2013 1:17:30pm
MCNEIL ENGINEERING - SURVEYING, L.C.



LEGAL DESCRIPTION:

BEGIN WEST 1476.75 FEET AND NORTH 9°28'19" WEST 53.74 FEET FROM CENTER SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN; NORTH 9°29'11" WEST 1552.33 FEET; NORTH 4°04'43" WEST 682.94 FEET; S 89°33'57" E 203.70 FEET; THENCE S 07°23'44" E 54.76 FEET; THENCE S 09°38'54" E 91.02 FEET; THENCE S 11°13'32" E 18.77 FEET; THENCE S 12°25'00" E 133.94 FEET; THENCE S 17°23'53" E 48.31 FEET; THENCE S 25°38'42" E 59.19 FEET; THENCE S 30°01'10" E 46.72 FEET; THENCE S 33°25'44" E 123.28 FEET; THENCE S 26°10'46" E 194.18 FEET; THENCE S 21°40'39" E 44.87 FEET; THENCE S 15°18'14" E 98.45 FEET; THENCE S 13°12'30" E 37.46 FEET; THENCE S 17°21'23" E 49.56 FEET; THENCE S 17°21'53" E 59.81 FEET; THENCE S 22°33'47" E 194.69 FEET; THENCE S 14°31'25" E 50.48 FEET; THENCE S 02°36'54" E 56.87 FEET; THENCE S 021°02'19" W 49.67 FEET; THENCE S 00°03'26" E 48.48 FEET; THENCE S 04°21'04" E 54.21 FEET; THENCE S 07°16'29" E 51.36 FEET; THENCE S 12°31'57" E 100.00 FEET; THENCE S 11°37'00" E 54.69 FEET; THENCE S 15°07'33" E 42.30 FEET; THENCE S 17°43'18" E 65.98 FEET; THENCE S 25°32'52" E 41.83 FEET; THENCE S 80°19'21" W 225.77 FEET; THENCE S 09°40'39" E 393.40 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 9000 S STREET; THENCE ALONG SAID RIGHT-OF-WAY N 89°51'21" W 283.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 838,129 S.F. OR 19.24 ACRES ON 48 LOTS

PHASING INFORMATION

- 3 PHASES TOTAL
- PHASE 1 SPRING 2014
- PHASE 2 FALL 2014
- PHASE 3 SPRING 2015

FEMA FLOOD ZONE

FLOOD ZONE X