RDA Board Meeting of August 14, 2019

Agenda Item No. 2b

REQUEST FOR BOARD ACTION

SUBJECT: Participation agreement for development within the Pioneer Technology District Economic Development Project Area.

SUMMARY: Approve Resolution No. 218 authorizing the execution of a Participation Agreement for the Pioneer Technology District (EDA#5).

FISCAL/ASSET IMPACT: The agreement provides that the Agency pay approximately $1,575,500 to the developer of the project. This payment represents assistance from the Agency to offset a portion of the infrastructure costs related to this project.

STAFF RECOMMENDATION: Staff recommends approval of the resolution authorizing the execution of a Participation Agreement for the Pioneer Technology District (EDA#5).

MOTION RECOMMENDED: "I move to approve Resolution # 218 authorizing the execution of a Participation Agreement for the Pioneer Technology District Economic Development Project Area."

Roll Call vote required

Prepared and to be presented by:

Danyce Steck
Finance Director

Recommended by:

Korban Lee
Assistant City Manager

Authorized for Council Consideration:

David R. Brickey
Agency Executive Director

Reviewed for Legal Sufficiency:

Adam Long
RDA General Counsel

BACKGROUND DISCUSSION:

The City has been negotiating with the developer of a proposed project, which has been code-named "Project Lonestar." Project Lonestar is to be a distribution and warehouse facility located at the northeast corner of the intersection of Old Bingham Highway and Bacchus Highway. The facility will include approximately 1.3 million square feet of interior space and is expected to have an assessed value of approximately $109 million.

Project Lonestar will be located in the EDA#5 Pioneer Technology District (Area), which was created in 2016. The Agency has not yet requested tax increment from this Area which means the taxing entities may receive the full benefit of this growth. Since there is currently no tax increment in this Area, the funds for the incentive contemplated by this Participation Agreement will come from existing Redevelopment Agency Fund. The Fund will be reimbursed once the RDA determines it is in the best interest of the Agency to begin to request tax increment in this Area.

The developer of Project Lonestar will be required to construct infrastructure at a cost greater than this Agreement's value. This infrastructure will include roads, traffic signals, as well as water, wastewater, and storm drain lines. The developer has agreed to construct additional system improvements beyond those required for this development which will help accommodate future growth in the adjacent areas. The estimated cost of the system improvements is approximately $3,600,000. The details of the infrastructure construction will be covered in a separate development agreement between the developer and the City.

Many development projects within the City are subject to a "pioneering agreement" whereby the initial developer is entitled to reimbursement from future developers for the cost of any upsized infrastructure (additional improvements). Project Lonestar will not be subject to a pioneering agreement.

Project Lonestar will be the first major project in the area and is expected to spur additional development. This location is also adjacent to the area that the City is working to designate as a megasite. The Agency anticipates that construction of Project Lonestar and the associated infrastructure improvements will encourage other significant development in the nearby areas.

SUMMARY

In order to facilitate the development of Project Lonestar, the Agency has agreed to contribute approximately $1,575,500 toward infrastructure costs. In exchange for the payment from the Agency, the developer of Project Lonestar is required to construct new infrastructure with a cost of greater than $1,575,500. If the developer does not construct the anticipated facility and related infrastructure, the developer will be required to repay the funds to the Redevelopment Agency.

THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY

Resolution No. 218 **DATE: August 14, 2019**

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY APPROVING A PARTICIPATION AGREEMENT FOR THE WEST JORDAN PIONEER TECHNOLOGY DISTRICT ECONOMIC DEVELOPMENT PROJECT AREA (EDA#5).

WHEREAS, pursuant to the provisions of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, specifically Utah Code Annotated § 17C-3, the Redevelopment Agency of West Jordan City (the "**Agency**") created the West Jordan Pioneer Technology District Economic Development Project Area ("**Project Area**"); and

WHEREAS, the Agency is authorized to enter into agreements with the land owner, governmental entities, private entities, and others; and

WHEREAS, the Agency finds the proposed participation agreement, attached as **Exhibit A** (the "**Participation Agreement**"), in harmony and consistent with the Plan for the Project Area and in the best interests of the Agency and the City of West Jordan; and

WHEREAS, the Agency now desires to approve the Participation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY:

1. The Participation Agreement is approved, attached hereto as **Exhibit A**.

2. The Agency Executive Director is authorized to execute the Participation Agreement on behalf of the Agency.

3. This resolution shall be effective upon adoption.

RES 210

APPROVED AND ADOPTED by the governing board of the Redevelopment Agency of West Jordan City this 14th day of August, 2019.

_____
Jim Riding, Chairperson

ATTEST:

_____
Jamie Brooks, Interim Secretary

Voting by the Agency Board:

Name	**"YES"**	**"NO"**	**ABSENT**	**ABSTAIN**
Chad Lamb	_____	_____	_____	_____
Kayleen Whitelock	_____	_____	_____	_____
Chris McConnehey	_____	_____	_____	_____
Dirk Burton	_____	_____	_____	_____
Zach Jacob	_____	_____	_____	_____
Alan Anderson	_____	_____	_____	_____
Jim Riding	_____	_____	_____	_____

EXHIBIT A

Participation Agreement

PARTICIPATION AGREEMENT
by and between the
REDEVELOPMENT AGENCY OF WEST JORDAN CITY
and
SEEFRIED DEVELOPMENT MANAGEMENT, INC.
FOR THE WEST JORDAN PIONEER TECHNOLOGY DISTRICT ECONOMIC DEVELOPMENT PROJECT AREA (EDA#5)

The parties hereto, the **Redevelopment Agency of West Jordan City**, a political subdivision of the State of Utah (the "**Agency**"), and **Seefried Development Management, Inc.**, a Georgia corporation ("**Participant**", the Agency and the Participant may also be individually referred to as "**Party**" and collectively as "**Parties**"), as of the date this Agreement is executed by both Parties, ("**Effective Date**") following its approval, by resolution of the governing body of the Agency, hereby covenant and agree as follows:

1. SUBJECT OF AGREEMENT

1.1. Purpose of the Agreement

The purpose of this Participation Agreement (the "**Agreement**") is to carry out, in part, the Project Area Plan (the "**Plan**") for the Pioneer Technology District Economic Development Project Area (the "**Project Area**") by providing for reimbursement to the Participant of certain expenses required for the development of a distribution and warehouse facility of at least one million square feet (the "**Facility**") on certain property within the Project Area. The Plan, as adopted on July 27, 2016 and as may be amended from time to time in accordance with the Act (as defined below), is incorporated herein by this reference.

1.2. Agreement in the Best Interests of the City and Residents

This Agreement promotes economic development within the City of West Jordan (the "**City**"), and the health, safety and welfare of its residents, and in accord with public purposes. This Agreement is carried out pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, 17C *et seq*, Utah Code Annotated as amended (the "**Act**").

1.3. The Project Area

The Project Area is located within the boundaries of the City and the Agency. The exact boundaries of the Project Area are specifically and legally described in the Plan.

1.4. The Project Area Plan

This Agreement is subject to the provisions of the Plan, as adopted and ordained on July 27, 2016 by the Agency and the city council of City of West Jordan (the "**Council**") in accordance with the Act.

1.5. Description of the Site

The site where the Facility will be located within the Project Area shall consist of a parcel of approximately 76.11 acres (the "**Site**"). The Site is shown in detail on the Site Map, attached hereto as **Exhibit A**, and will be Lot 1 of the to be recorded Lonestar Subdivision[1]. The Site is owned or will be acquired by the Lonestar SLC I, LLC, a Delaware limited liability company. Participant has an agreement to develop the Site on behalf of said owner. Agency has reviewed the plans for the Site and Facility and has also satisfied itself as to the sufficiency of the estimates for the infrastructure improvements to be constructed to facilitate the construction of the Site and Facility, which are detailed in a development agreement with the City (the "**Necessary Infrastructure**"). The Participant will provide the Agency with updated plans if Participant makes changes to the planned Facility or Necessary Infrastructure.

1.6. Parties to the Agreement

1.6.1. The Agency

The Agency is a public body, corporate and political, exercising governmental functions and powers, and organized and existing under the Act. The address of the Agency for purposes of this Agreement is:

Redevelopment Agency of West Jordan City
Attn: Executive Director
8000 S. Redwood Rd.
West Jordan, UT 84088

With a copy to:

Smith Hartvigsen PLLC
257 East 200 South, Suite 500
Salt Lake City, UT 84111
Attn: Adam S. Long

[1] Lonestar Subdivision plat encompasses in total approximately 80.84 acres and the Site is located within the land described in said plat.

1.6.2. The Participant

The Participant's address for purposes of this Agreement is:

Robert Guerena
SEEFRIED DEVELOPMENT MANAGEMENT, INC.
2201 E. Camelback Rd., Suite 225B
Phoenix, AZ 85016

with a copy to:

Wade Budge
SNELL & WILMER L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

1.7. Prohibition against Certain Changes

1.7.1. Transfers of Property Prohibited

The Participant represents and agrees for itself and any successor in interest that, during the term of this Agreement, the Participant shall not deed, sell, convey, or otherwise alienate the Site or any portion thereof without the prior written approval of the Agency, and that the Agency may withhold its approval if such deed, sale, conveyance, assignment or alienation or lease would result, in the sole judgment of the Agency, in the economic development goals of the Agency not being met. Notwithstanding the foregoing, the Participant shall be entitled to lease all or a portion of the Site and Facility to a third party in the Participant's normal course of business. Additionally, and notwithstanding the foregoing, the Participant shall be entitled, upon prior written notice to the Agency (but without the consent of the Agency), to transfer the Site to any non-tax-exempt entity that is wholly-owned or controlled by the Participant, or the owners of the Participant, so long as the entity to which the parcel is being transferred agrees, in writing in a form acceptable to the Agency, to take on all obligations relating to the Site under this Agreement.

1.7.2. Assignment or Transfer of Agreement

The Participant represents and agrees for itself and its successors and assigns that during the term of this Agreement the Participant will not assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder, without the prior written consent of the Agency. The attempted or actual assignment or delegation of this Agreement without the prior written consent of the Agency is a material breach of this Agreement,

and relieves the Agency of any obligation to the Participant under this Agreement. As a condition of the Agency approving an assignment of this Agreement by the Participant the Agency may, among other things, require the proposed assignee to execute an acknowledgement of its acceptance to perform all duties and obligations of the Participant under this Agreement.

1.7.3. Transfer to Tax-Exempt Organization

Notwithstanding anything in this Agreement to the contrary, any transfer, whether voluntary or involuntary, or any attempt by the Participant or its successor(s) in interest to transfer any of the real or personal property within the Site to a tax-exempt organization or otherwise to exempt any of the real or personal property within the Project Area from *ad valorem* property taxation without the prior written consent of the Agency shall be a material default of this Agreement and entitle the Agency, in addition to any remedy available to the Agency at law or equity, at its sole discretion, to immediately require repayment by the Participant of all amount(s) received from the Agency, including the full amount of the Infrastructure Assistance Payment.

1.7.4. Representation as to Development Intent

The Participant represents and agrees that its acquisition and use of the Site, and the Participant's other undertakings reflected in this Agreement are and shall only be for the purpose of development of the Site and not for speculation in land holding.

1.7.5. Continuing Obligations

In the absence of a specific written agreement by the Agency, no assignment or transfer of this Agreement, in whole or in part, or approval of this Agreement by the Agency, relieves the Participant from any obligation under this Agreement. All of the terms, covenants, and conditions of this Agreement are and will remain binding upon the Participant and its successors and assigns.

2. OBLIGATIONS OF THE PARTIES

2.1. Payment to the Participant

The Agency agrees to pay to, or on behalf of, Participant the sum of $1,575,500.00 (the "**Infrastructure Assistance Payment**"). The Infrastructure Assistance Payment shall be made to the Participant, or such person or entity as may be directed by the Participant, within 15 days of the date that the conditions precedent, as listed in Section 2.2, below, are fully satisfied. Subject to compliance with the terms of this Agreement, the Infrastructure Assistance Payment shall be made to Participant or to such other person or entity as may be directed by the Participant in its written request for payment as described in Section 2.2.(b), below.

2.2. Conditions Precedent to Payment to the Participant

The Agency has no obligation to remit to the Participant the Infrastructure Assistance Payment unless and until the following conditions precedent are all satisfied:

(a) The Participant has negotiated and executed a development agreement with the City providing for the construction of the Necessary Infrastructure for the operation of the Facility and additional or upsized infrastructure for future development in the vicinity of the Site.

(b) The Participant has made a written request to the Agency for payment of the Infrastructure Assistance Payment.

(c) The owner of the Site has posted construction performance assurance (entitled Public Improvement Construction and Assurance Agreement) with the City in the amount required by the City for construction and installation of the Necessary Improvements.

2.3. Payment of Real Property and *Ad Valorem* Taxes

During the term of this Agreement, the Participant and any successors in interest agree to pay all real property and other *ad valorem* taxes and assessments assessed against any portion of the Site or improvements thereon or any other property, including personal property, located within the Site. The Participant must remove, or must cause to be removed, any levy or attachment made on the Site or any portion thereof, or must assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder or default on any lease thereof.

2.4. Nature of the Participant' Obligations and Limitations

To qualify to receive and retain the Infrastructure Assistance Payment as set forth herein, the Participant shall fulfill all of the obligations in this Agreement. The failure by Participant to fulfill its obligations under this Agreement may result in a failure to qualify to receive the Infrastructure Assistance Payment or any obligation to repay the Infrastructure Assistance Payment, but shall not give rise to any other right or remedy in favor of the Agency.

2.5. Proof of Infrastructure Investment

Upon request by the Agency, the Participant shall provide to the Agency satisfactory evidence of the actual amounts spent by the Participant for the construction and installation of the Necessary Infrastructure.

2.6. Funding Responsibility

The Parties understand and agree that funding for the development and operation upon the Site of the Facility and related improvements comes entirely from the Participant's internal capital or from financing obtained by the Participant. The Agency shall not be liable or responsible for providing, obtaining, or guaranteeing such financing except for the Infrastructure Assistance Payment contemplated by this Agreement.

3. OPERATION AND DEVELOPMENT OF THE SITE

3.1. Development of the Facility

The Participant will at all times be responsible for development of the Facility pursuant to approvals from the City. For purposes of this Agreement, the Facility shall be deemed to be in operation when a certificate of occupancy has been issued for the Facility, notwithstanding temporary closures for maintenance, repair, or improvements. Recognizing the level of investment by the Participant in the development of the Facility, the Agency has determined that it is in the best interests of the residents of the City to provide the Infrastructure Assistance Payment to the Participant, which will be paid from accumulated Agency funds (as defined in the Act) as an incentive to undertake the development of the Facility as contemplated in this Agreement. The Participant agrees to construct the Facility on the Site according to the terms of this Agreement.

3.1.1. Hold Harmless Agreement

The Participant agrees to defend and hold the Agency and its directors, officers, agents, employees, representatives, contractors, attorneys and consultants harmless for any and all claims, liability, and damages arising out of any work or activity on the Facility or the Site by the Participant and its directors, officers, agents, employees, consultants, and contractors.

3.1.2. Local, State, and Federal Laws

The Participant shall construct the Facility thereon in conformity with all applicable laws; provided, however, that nothing herein shall limit the right of the Participant to properly challenge any such law or the applicability of such law.

3.1.3. City and Other Governmental Agency Permits

The Participant shall, at its own expense, secure or cause to be secured, any and all permits which may be required by the City or any other governmental agency affected by the development or operation of the Facility.

4. Other Terms

4.1. City Land Use Authority

Participant acknowledges that nothing in this Agreement shall be deemed to supersede, waive, or replace the City's authority over land use, zoning, and permitting within West Jordan City.

4.2. Limits on Liability

In no event shall one Party be liable to the other(s) for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind (including, but not limited to, loss of profits, loss of reputation, or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship or dealings between the Participant and the Agency, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), willful misconduct, strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise.

4.3. Responsibility of the Agency

The Agency shall not have any obligation under this Agreement other than those specifically provided for herein. Nothing herein shall be construed as requiring the Agency to pre-approve or prejudge any matter, or as otherwise binding the Agency's discretion or judgment on any issue prior to appropriate hearing (if required), review, or compliance with any other requirement.

5. EFFECT AND DURATION OF COVENANTS; TERM OF AGREEMENT

The covenants, including but not limited to conformance with federal, local, and state laws, established in this Agreement shall, without regard to technical classification and designation, be binding on the Parties and any successors in interest for the benefit of each of the respective Parties, their successors and assigns during the term of this Agreement, which shall terminate upon the date on which the entirety of the Facility has been leased to and is in use by a tenant.

6. DEFAULTS, REMEDIES AND TERMINATION

6.1. Default

If either the Agency or the Participant fails to perform or delays performance of any material term or provision of this Agreement, such conduct constitutes a default of this Agreement ("**Default**"). The Party in default must immediately commence to cure, correct or remedy such

failure or delay and shall complete such cure, correction or remedy within the periods provided below.

6.2. Notice

If a Default under this Agreement occurs, the non-defaulting Party shall give written notice (a "**Default Notice**") of the Default to the defaulting Party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6.3. Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty (30) days. If the Default is not cured, or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, by such Party within thirty (30) days of delivery of the Default Notice, such failure to cure shall be an Event of Default, and the non-defaulting Party, at its option, may institute an action for specific performances of the terms of this Agreement or pursue such other rights and remedies as it may have.

6.4. Rights and Remedies

Upon the occurrence of a Default (following the expiration of the applicable cure period provided herein or by law), the non-defaulting Party shall have all rights and remedies against the defaulting Party as may be available at law or in equity to cure, correct or remedy any Default, to terminate this Agreement, to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting Party.

6.5. Repayment

A failure to develop the Facility shall constitute a Default by the Participant which, if not cured in accordance with this Section 6, shall entitle Agency to receive from Participant any amount paid by Agency to Participant or on Participant's behalf under this Agreement.

6.6. Legal Actions

6.6.1. Venue

All legal actions between the Parties, arising under this Agreement, shall be conducted exclusively in the Third District Court for the State of Utah located in Salt Lake City, Utah, unless they involve a case with federal jurisdiction, in which case they may be conducted in the Federal District Court for the District of Utah.

6.6.2. Services of Process

Service of process on the Agency shall be made by personal service upon the Chairman or Executive Director of the Agency or in such other manner as may be provided by law.

Service of process on the Participant shall be by personal service upon its Registered Agents, or in such other manner as may be provided by law, whether made within or without the State of Utah.

6.6.3. Applicable Law

The laws of the State of Utah, without regards to conflicts of laws principles, shall govern the interpretation and enforcement of this Agreement.

7. GENERAL PROVISIONS

7.1. Notices, Demands, and Communications between the Parties

Notices, demands and required communications, between the Agency and the Participant shall be in writing and sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return-receipt requested, to the principal offices of the Agency and the Participant, as designated in Section 1.6 hereof. Such written notices, demands, and required communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder. Delivery of notice shall be complete upon mailing or making physical delivery of the writing containing the notice.

7.2. Dispute over Receipt of Payment of Reimbursement

In the event a dispute arises as to the person or entity entitled to receive the Infrastructure Assistance Payment under this Agreement due to a claimed assignment or claimed successor in interest to the Infrastructure Assistance Payment or otherwise, the Agency may withhold payment of the Infrastructure Assistance Payment until the dispute is resolved either by agreement or by a court of competent jurisdiction. The Participant shall reimburse the Agency for all costs and expenses, including reasonable attorneys' fees, incurred by the Agency due to the dispute.

7.3. Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

7.4. Nonliability of Agency Officials and Employees

No director, officer, agent, employee, representative, contractor, attorney or consultant of the Agency shall be personally liable to the Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Participant or to its successor, or on any obligations under the terms of this Agreement.

7.5. Indemnification

The Participant shall indemnify the Agency against any losses or liability to a third party resulting from this Agreement.

7.6. Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; terrorist activity; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; acts of the other Party; or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent, whether on the part of the Agency's Executive Director or its governing board or on the part of the Participant, to the other Party within thirty (30) days of

actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and the Participant by mutual agreement.

7.7. Approvals

Whenever the consent or approval is required of any Party hereunder, except as otherwise herein specifically provided, such consent or approval shall not be unreasonably withheld or delayed.

7.8. Time of the Essence

Time shall be of the essence in the performance of this Agreement.

7.9. Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the Parties hereto.

7.10. No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create for either Party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any benefits hereunder accrue to any third party.

7.11. Incorporation of Exhibits

All exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

7.12. Nonwaiver of Governmental Immunity

Nothing in this Agreement shall be construed as a waiver of any immunity, protection, or rights granted to the Agency under the Governmental Immunity Act of Utah, Utah Code 63G-7-101, *et seq.*

8. DUPLICATION, INTEGRATION, WAIVERS, AND AMENDMENTS

8.1. Duplicate Originals

This Agreement may be executed in duplicate originals, each of which shall be deemed an original. Electronic signatures or electronic scans of signatures on paper documents shall be deemed to be original signatures.

8.2. Integration

This Agreement (including its exhibits) constitutes the entire understanding and agreement of the Parties. When executed by the Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof.

8.3. Waivers and Amendments

Any waiver of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement between The Participant and the Agency.

[Remainder of page intentionally left blank; signature pages to follow]

REDEVELOPMENT AGENCY OF WEST JORDAN CITY

By:_____
David R. Brickey, Executive Director

Attest:

By:_____
Jamie Brooks, Interim Secretary

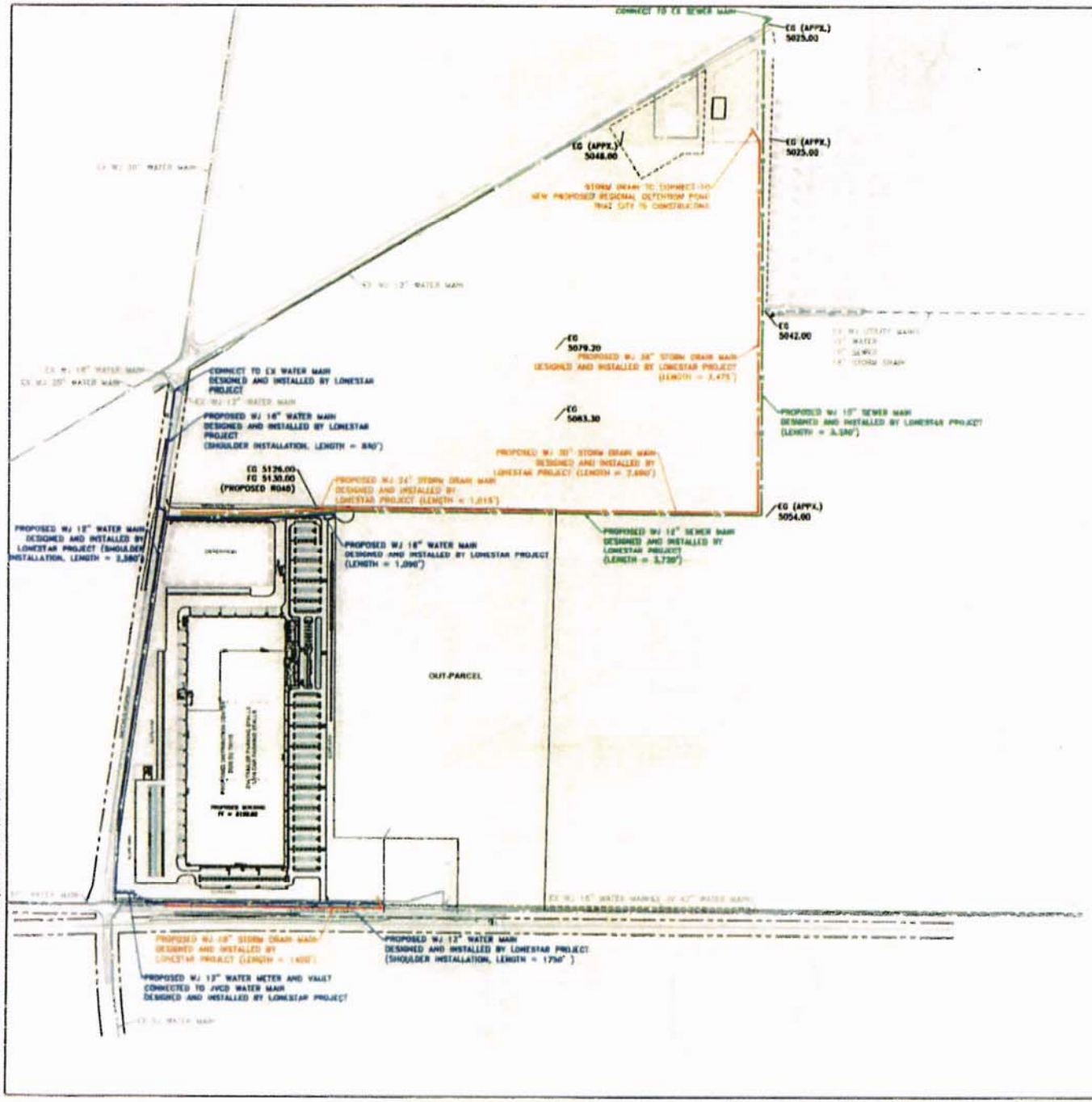
SEEFRIED DEVELOPMENT MANAGEMENT, INC., a Georgia corporation

By:_____
Name: ROBERT S SEEFRIED
Title: PRESIDENT
Date: 8/9/19

Exhibit A

to Project Lonestar Participation Agreement

Site Map



GENERAL NOTES

1. EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM RECORD DRAWINGS, AND ABOVE GROUND SURVEY. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES BEFORE BEGINNING CONSTRUCTION, AND NOTIFY ENGINEER WHEN UNEXPECTED UTILITIES ARE IDENTIFIED, OR WHEN SUBSTANTIAL DIFFERENCES IN UTILITY LOCATIONS ARE ENCOUNTERED.
2. ALL NEW CONSTRUCTION TO BE DONE IN ACCORDANCE WITH AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND WEST JORDAN CITY STANDARDS. ALL DISTURBED SURFACES AND FEATURES SHALL BE REPLACED TO EXISTING CONDITIONS OR BETTER.
3. IN AREAS WHERE ADA ACCESS IS PLANNED, ALL FEATURES, WALKS AND PARKING SURFACES SHALL COMPLY WITH THE "AMERICANS WITH DISABILITIES ACT".
4. FOR PLANNING LEVEL ESTIMATES AND QUANTITIES, CONTRACTOR SHOULD INCLUDE ALL TYPICAL RELATED WORK ITEMS INCLUDING BUT NOT LIMITED TO: DEMOS, VALVES, FITTINGS, MANHOLES, THRUST BLOCKS, SURFACE REPAIR, INSPECTIONS, TESTING, PERMITTING AND TRAFFIC CONTROL.
5. PRELIMINARY UTILITY MAIN SIZING BASED ON WEST JORDAN CITY REQUIREMENTS.

SEWER GENERAL NOTES AND ASSUMPTIONS

1. ALL NEW SEWER CONSTRUCTION IS TO MEET WEST JORDAN CITY STANDARDS AND SPECIFICATIONS.
2. SEWER DEPTH IS ASSUMED TO BE APPROXIMATELY 8'-10' IN ALL AREAS. THIS INCLUDES AREAS IN UNDEVELOPED ADJACENT PROPERTIES BETWEEN PROJECT SITE AND DOWNSTREAM CONNECTION TO EXISTING SEWER MAIN.
3. FOR PLANNING LEVEL QUANTITIES AND ESTIMATES, CONTRACTOR SHOULD ASSUME 5' SEWER MANHOLES WILL BE INSTALLED EVERY 400' AND AT ALL ALL BENDS.
4. FOR PLANNING LEVEL QUANTITIES AND ESTIMATES, CONTRACTOR SHOULD INCLUDE ALL TYPICAL RELATED WORK ITEMS (SEE GENERAL NOTE 5 ABOVE).

WATER GENERAL NOTES AND ASSUMPTIONS

1. ALL NEW WATER CONSTRUCTION IS TO MEET WEST JORDAN CITY STANDARDS AND SPECIFICATIONS OR JORDAN VALLEY WATER CONSERVANCY DISTRICT STANDARDS AND SPECIFICATIONS IF APPLICABLE
2. WATER DEPTH IS ASSUMED TO BE APPROXIMATELY 5'-6' IN ALL AREAS.
3. FOR PLANNING LEVEL QUANTITIES AND ESTIMATES, CONTRACTOR SHOULD INCLUDE ALL TYPICAL RELATED WORK ITEMS (SEE GENERAL NOTE 5 ABOVE).
4. FIRE HYDRANTS TO BE INSTALLED ALONG ALL ROADWAYS PER CITY REQUIREMENTS.

STORM DRAIN GENERAL NOTES

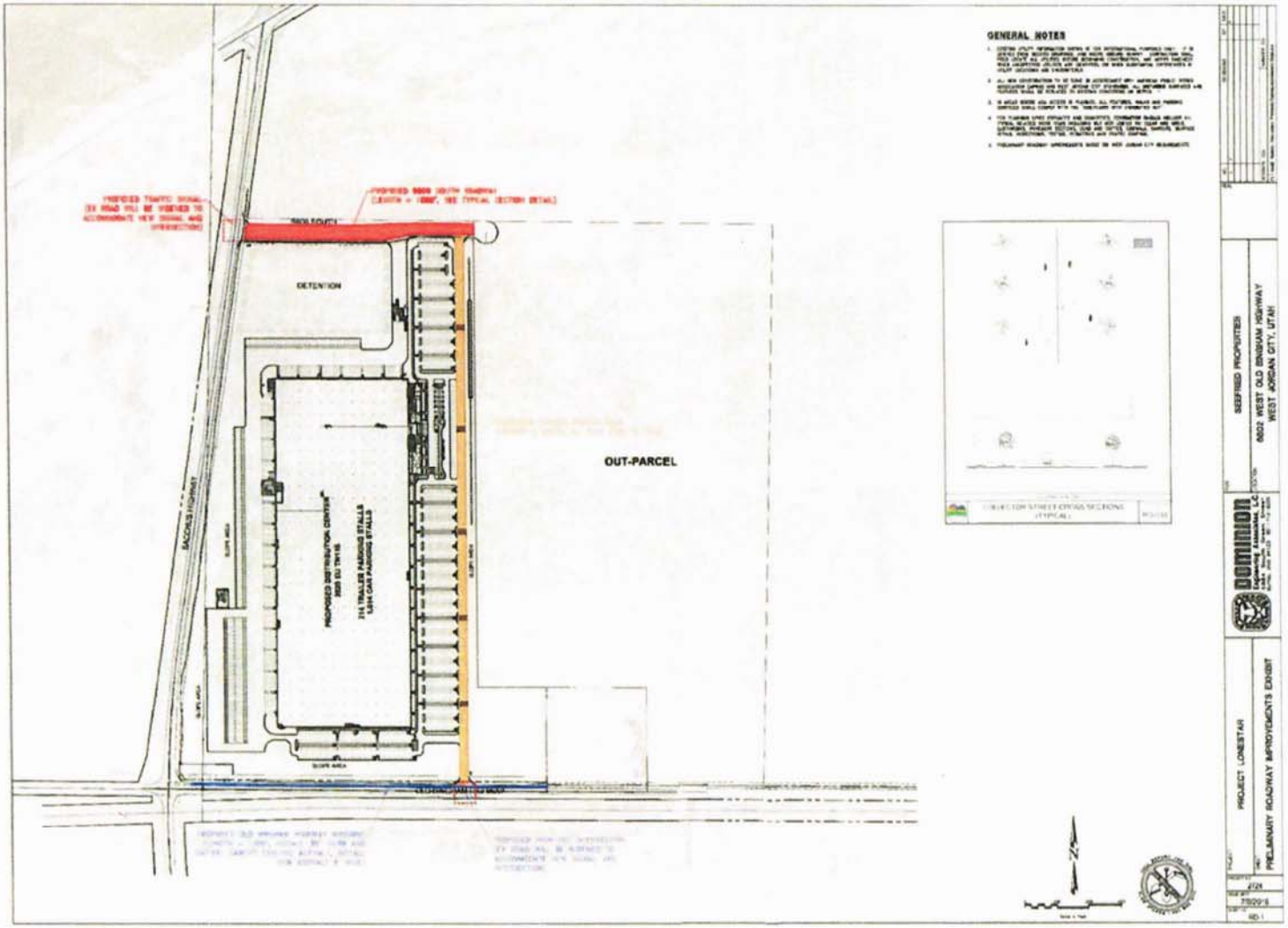
1. ALL NEW STORM CONSTRUCTION IS TO MEET WEST JORDAN CITY STANDARDS AND SPECIFICATIONS.
2. STORM DRAIN DEPTH IS ASSUMED TO BE APPROXIMATELY 6'-9' IN ALL AREAS. THIS INCLUDES AREAS IN UNDEVELOPED ADJACENT PROPERTIES BETWEEN PROJECT SITE AND DOWNSTREAM CONNECTION TO EXISTING STORM DRAIN MAIN.
3. FOR PLANNING LEVEL QUANTITIES AND ESTIMATES, CONTRACTOR SHOULD ASSUME 5' STORM DRAIN MANHOLES WILL BE INSTALLED EVERY 400' AND AT ALL ALL BENDS.
4. FOR PLANNING LEVEL QUANTITIES AND ESTIMATES, CONTRACTOR SHOULD INCLUDE ALL TYPICAL RELATED WORK ITEMS (SEE GENERAL NOTE 5 ABOVE).

SEEFRIED PROPERTIES
8802 WEST OLD BINGHAM HIGHWAY
WEST JORDAN CITY, UTAH

DOMINION
Salt Lake City, Kaysville, L.C.
Phone: 801.547.1100

PROJECT LONESTAR
PRELIMINARY OFFSITE UTILITIES EXHIBIT

2724
7/29/2019
1/1



GENERAL NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]

SEFRIED PROPERTIES

6002 WEST OLD BINGHAM HIGHWAY
WEST JORDAN CITY, UTAH

DOMINION

PROJECT: LONESTAR

PRELIMINARY ROADWAY IMPROVEMENTS EXHIBIT

4724

7/9/2018

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