

By signing below, the Applicant hereby represents, and affirms the following:

1. Definitions.

a. "Application": Application includes (i) this Application form, (ii) the Property Owner(s) Affidavit, and (iii) all information (whether written or verbal) provided by the Applicant, by the Consultant, by the Property Owner(s), or by any other person or entity engaged by the Applicant or the Property Owner(s) in furtherance of the Application ("Supporting Parties").

b. "Property Owner(s)": Holders of any legal title to the Property.

2. Information is True and Correct. The information described on this Application form and contained in the Property Owner's Affidavit, is true and correct. The Applicant will use its best efforts to ensure all contents of the Application are accurate and current.

3. Property Owner(s) Consent to this Application. All Property Owner(s) (i) have reviewed and expressly approve of the contents of this Application form, and (ii) consent to the Applicant pursuing approval of the Application.

4. City's Right to Contact Property Owner(s). The City has the right to contact the Property Owner(s) directly, in writing or through other means, to verify any information contained in the Application.

5. Contact with Property Owner(s) is not Interference. Contact by the City as outlined in "4." above is and shall not be considered interference with the Applicant's business dealings.

6. Incorrect or Untrue Information Voids this Application. If any information provided as part of the Application is untrue or incorrect, at the option of the City (i) this Application shall be considered void *ab initio*, (ii) the City shall have no obligation to process the Application, (iii) any commitments allegedly made by the City or flowing from the Application, including also the alleged grant of any development rights by the City, shall be considered void *ab initio* and unenforceable, and (iv) the Applicant shall indemnify and hold the City harmless for any costs or claims resulting from false or incorrect representations (A) of or from the Applicant, and/or (B) of or from the Property Owner(s), the Consultant, and/or the Supporting Parties of which the Applicant has or had knowledge.

7. Notice to the City of a Changed Event. The Applicant has an affirmative duty to (i) notify the City in writing of a Changed Event, (ii) fully inform the City of the nature and details of a Changed Event, and (iii) provide such notice and information within two (2) business days of a Changed Event. A Changed Event is any action or occurrence, (i) that occurs subsequent to the date the Applicant executes this Application form, and (ii) which alters the legal relationship of the Applicant and the Property Owner(s) to an extent that either (A) the Applicant no longer has authorization from the Property Owner(s) to pursue the Application, or (B) results in any representation or information in this Application or the Property Owner's Affidavit to be, in whole or in part, untrue, incorrect, or inaccurate.

Applicant Signature: _____

Date: _____

(Completed Notary Block for Applicant's signature must be attached to this Application form)

OFFICE USE ONLY

MUNIS #: _____ Date Received: _____ Date of Meeting: _____

ODA _____ Planner: _____ Engineer: _____ Fire: _____

Notary Block for Applicant's Signature

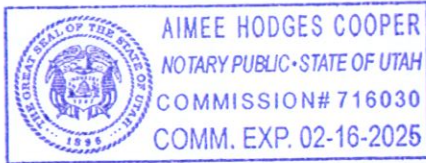
STATE OF UTAH)

: ss.

County of SALT LAKE)

On this 3 day of SEPTEMBER, 2024, before the undersigned notary public in and for the said state, personally appeared MAX MULLER [name of person], known or identified to me to be a/the MANAGER [position of responsibility] of GARDNER GROUP [name of company or entity], and the person who executed the foregoing instrument and acknowledged to me that said company or entity executed the same.

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



Notary Public

City of West Jordan
Community Development
8000 South Redwood Road, 2nd Floor
West Jordan, Utah 84088

September 3rd, 2024

To Whom It May Concern:

West Jordan City Code §3-7-14C titled “ADJUSTMENTS, CREDITS AND EXEMPTIONS” states a credit may be allowed to adjust standard impact fees for “any dedication of land, improvement to, or new construction of, any system improvements provided by the developer if the facilities are... Required by the local political subdivision as a condition of approving the development activity...”

The Gardner Group, applicant for “GEM West Jordan” located at 6800 West, is requesting a credit against the standard “Parks Impact Fees” for the required public park land and improvements as a condition of approval for this development per the Jones Landing North Project MDA.

Please find attached a breakdown of the Park Impact Fee contemplated by the West Jordan’s FY 2025 Consolidated Fee Schedule versus the cost Gardner will incur for the required park land and improvements. We are happy to discuss further.


Thank you,



Max Muller

The Gardner Group
Development Director
201 S. Main Street, Suite 2000
Salt Lake City, UT 84111
P:303.877.2048

Impact Fee Calculation:

	CONSOLIDATED FEE SCHEDULE
	Effective through June 30, 2024 Updated 02/28/2024 Res. 24-005
<hr/>	
IMPACT FEES (continued)	
3) Parks Impact Fees	
a) Residential Single Family.....	
b) Residential Multi-Family.....	
Formula for Non-Standard Parks Impact Fees:	
Estimate Population per Unit x \$1,290 = Impact Fee per Unit	

GEM West Jordan Multifamily Residences: **336 Units**

Total Fees: 336 Units x \$3,499 = **\$1,175,664**

Cost to Gardner for Park Land and Improvements:

Park Land:

4 acres @ \$5.07¹ per Square Foot = **\$883,396**

Improvements:

Estimated Hard Cost (detail attached): **\$3,893,600**

Total Gardner Costs: **\$4,776,996**

1. Land Price based on signed Purchase and Sale Agreement.



Gardner - Jones Landing

Landscape Park

Conceptual Estimate

SITE WORK - LANDSCAPE PARK		Conceptual Estimate 5-17-2024			
		QNTY	UNIT	UNIT COST	TOTAL
1	Security & Safety - Temporary Fencing	2,688	LF	6.50	17,472
2	Security & Safety - Traffic Control - Signage & Barricades	None Needed	LS	0.00	0
3	Security & Safety - Site Monitoring	Excluded	LS	0.00	0
4	Demolition - Trees, Utilities, Concrete, On- Site Appurtenances - Farmer Field	None	LS	0.00	0
5	Earthwork - Clear and Grub at Site	155,652	SF	0.16	24,904
6	Earthwork - Cut Topsoil - Top 6" - Stockpile on Site for Landscaping	2,882	CY	6.00	17,295
7	Earthwork - Export Excess Topsoil/Grub Offsite	846	CY	25.00	21,161
8	Earthwork - Mass Ex. Cut/Fill - Regrade and Shape Berms & Other - Balance Site	8,647	CY	6.00	51,884
9	Earthwork - Cut / Fill - At Pavement	915	CY	9.00	8,232
10	Earthwork - Site Grading Prep	155,652	SF	0.20	31,130
11	Earthwork - Overex Building footprint - 4' ave	N/A	CY	0.00	0
12	Earthwork - Export Unsuitable Fills offsite	N/A	CY	0.00	0
13	Earthwork - Import Gravel for Sidewalks/Flatwork	49,392	SF	0.85	41,983
14	Earthwork - Surveying	155,652	SF	0.19	29,574
15	Erosion Control - Silt Fence	2,688	LF	2.50	6,720
16	Erosion Control - Inlet Protection - Budget Qnty	20	EA	125.00	2,500
17	Erosion Control - Gravel Entrance	2	EA	4,500.00	9,000
18	Erosion Control - Construction Maintenance	6	MO	450.00	2,700
19	Erosion Control - Signage	1	LS	455.00	455
20	Erosion Control - Plan	1	LS	1,580.00	1,580
21	Erosion Control - NOI & Termination Notice	1	LS	700.00	700
22	Erosion Control - Street Sweeping	13	HRS	350.00	4,547
23	Utilities - Site Utilities	See Below	SF	0.00	0
24	Utilities - Storm Drain - 6-12" HDPE	2,529	LF	35.00	88,515
25	Utilities - Storm Drain - 15" HDPE	912	LF	55.00	50,160
26	Utilities - Storm Drain - 18" Concrete	None	LF	120.00	0
27	Utilities - Storm Drain - Catch Basin Landscape	67	EA	2,565.00	171,855
28	Utilities - Storm Drain - Catch Basin Parking	2	EA	3,695.00	7,390
29	Utilities - Storm Drain - Manhole	6	EA	6,575.00	39,450



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		QNTY	UNIT	UNIT COST	TOTAL
30	Utilities - Storm Drain - Connect to Existing	1	LS	7,500.00	7,500
31	Utilities - Storm Drain - Stormtech System	None	LS	0.00	0
32	Utilities - Sewer - Oil/Water Separator	None	EA	0.00	0
33	Utilities - Sewer - 8" Connection to Street	Excluded	LF	0.00	0
34	Utilities - Sewer - Cleanout to grade	Excluded	EA	0.00	0
35	Utilities - Sewer - Manhole	Excluded	EA	0.00	0
36	Utilities - Sewer - Connect to Existing	Excluded	EA	0.00	0
37	Utilities - Relocate Existing	None	LS	0.00	0
38	Utilities - Water line - 2" - Lateral from Traffic Circle	86	LF	50.00	4,300
39	Utilities - Water line - 2" - Irrigation Stub from Traffic Circle	86	LF	50.00	4,300
40	Utilities - Water line - 4" - C-900	With Street NIC	LF	0.00	0
41	Utilities - Water line - 8"	With Street NIC	LF	0.00	0
42	Utilities - Water line - 12" - C-900	None	LF	0.00	0
43	Utilities - Water Line - Connections	With Hot Tap	EA	0.00	0
44	Utilities - Water Line - Hot Tap	1	EA	8,500.00	8,500
45	Utilities - Water Line - Meter and Box	1	EA	12,500.00	12,500
46	Utilities - Water Line - 3" Meter	N/A	EA	15,000.00	0
47	Utilities - Water line - Valves 8 & 12 Inch	N/A	EA	2,650.00	0
48	Utilities - Water Line - Irrigation - Service Lateral (4-Main Zones)	674	LF	22.00	14,828
49	Utilities - Water Line - Fire hydrant	With Street NIC	EA	0.00	0
50	Utilities - Water Line - Fire Riser	None	EA	0.00	0
51	Utilities - Water Line - Fire Line	With Street NIC	LF	0.00	0
52	Utilities - Gas Line	83	LF	60.00	4,980
53	Amenity - Dog Park - Fence	300	LF	55.00	16,500
54	Amenity - Dog Park - Obstacles & Other	1	LS	5,000.00	5,000
55	Amenity - Dog Park - Cleanup Accessories	1	LS	800.00	800
56	Amenity - Dog Park - Fixed Tables and Chairs	4	SET	3,000.00	12,000
57	Amenity - Basketball Courts 2 ea. - Paving	6,911	SF	6.10	42,157
58	Amenity - Basketball Courts 2 ea. - Coating	6,911	SF	8.25	57,016



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SITE WORK - LANDSCAPE PARK		Conceptual Estimate 5-17-2024			
		QNTY	UNIT	UNIT COST	TOTAL
59	Amenity - Basketball Courts 2 ea. - Striping	2	SET	1,815.00	3,630
60	Amenity - Basketball Courts 2 ea. - Hoops	2	EA	3,512.00	7,024
61	Amenity - Soccer Field - Goals	2	EA	3,950.00	7,900
62	Amenity - Soccer Field - 1st Stripe	1	LS	600.00	600
63	Amenity - Pavilion - Foundation	30	CY	925.00	27,407
64	Amenity - Pavilion - Paving	1,352	SF	6.10	8,247
65	Amenity - Pavilion - Sealing	1,352	SF	0.35	473
66	Amenity - Pavilion - Structure & Roof	1,352	SF	65.00	87,880
67	Amenity - Pavilion - Loose Furnishings	By Owner	LS	0.00	0
68	Amenity - Playground - Concrete Boarder	203	LF	35.00	7,105
69	Amenity - Playground - Play Structure	1	LS	125,000.00	125,000
70	Amenity - Pickleball Court - Paving	6,842	SF	6.10	41,736
71	Amenity - Pickleball Court - Coating	6,842	SF	8.25	56,447
72	Amenity - Pickleball Court - Striping	3	SET	1,615.00	4,845
73	Amenity - Pickleball Court - Net Sleeves	3	SET	215.00	645
74	Amenity - Pickleball Court - Nets and Accessories	By Owner	LS	0.00	0
75	Accessories - Bollards	See Est. Conting.	EA	0.00	0
76	Accessories - Site Signage - Directional / Wayfinding / Rules / Other	30	EA	550.00	16,500
77	Landscaping - Landscape Areas	See below	SF	0.00	0
78	Landscaping - Dog Park - Sod	3,818	SF	0.65	2,482
79	Landscaping - Soccer Field - Sod	34,099	SF	0.65	22,164
80	Landscaping - Site - Sod	15,818	SF	0.65	10,282
81	Landscaping - Site - Trees	112	EA	750.00	84,000
82	Landscaping - Site - Plantings	56,209	SF	8.00	449,672
83	Landscaping - Playground - Mulch	2,895	SF	2.50	7,238
84	Landscaping - Site - Mulch	56,209	SF	1.45	81,503
85	Landscaping - Site - Irrigation System	109,944	SF	4.00	439,776
86	Landscaping - Site - Soil Import, Mix with Top Soil, and Amendments	109,944	SF	1.85	203,396
87	Landscaping - Edging	109,944	LF	0.30	32,983



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		QNTY	UNIT	UNIT COST	TOTAL
88	Landscaping - Artificial Turf	None	SF	0.00	0
89	Landscaping - Boulders	See Est. Conting.	LS	4,500.00	0
90	Landscaping - Crushed Gravel Trail	11,226	SF	5.25	58,937
91	Asphalt Paving - 3" Asphalt over 6" Base	3,887	SF	3.25	12,633
92	Asphalt Paving - City Street - Patch/Repair	N/A	LS	0.00	0
93	Site Concrete - Surface Restoration - Curb Approach	N/A	LS	0.00	0
94	Site Concrete - Curb and Gutter	283	LF	24.00	6,792
95	Site Concrete - Planter Curb	865	LF	22.00	19,030
96	Site Concrete - Sidewalk	12,462	SF	6.10	76,018
97	Site Concrete - Sidewalk - Colored	Excluded	SF	7.50	0
98	Site Concrete - Waterway	None	LF	19.50	0
99	Site Concrete - Pavers	None	SF	16.00	0
100	Site Concrete - Tree Grates	None	EA	850.00	0
101	Site Concrete - ADA Ramp at Parking (Rest are out of boundary line)	1	EA	275.00	275
102	Site Concrete - Entry Stairs	N/A	EA	1,875.00	0
103	Site Concrete - Dumpster Enclosures	With Main Project	EA	0.00	0
104	Site Concrete - Ret Wall Footing	See Est. Conting.	CY	0.00	0
105	Site Concrete - Ret Wall - Keystone Wall	See Est. Conting.	SF	35.00	0
106	Site Concrete - Concrete Light Pole Bases	42	EA	725.00	30,450
107	Site Electrical - Low Voltage Sleeves	With Main Project	LS	0.00	0
108	Site Electrical - Outdoor WIFI Low Voltage System and Raceways	Excluded	LS	0.00	0
109	Site Electrical - Light Poles with Power Feed & Control along the Trail	14	EA	6,500.00	91,000
110	Site Electrical - Light Stands with Power Feed and Controls at Basketball Courts	8	EA	10,500.00	84,000
111	Site Electrical - Light Stands with Power Feed and Controls at Pickleball Courts	6	EA	10,500.00	63,000
112	Site Electrical - Power & Lighting at Pavilion	1,352	SF	25.00	33,800
113	Site Electrical - Light Stands with Power Feed and Controls at Playground Courts	2	EA	10,500.00	21,000
114	Site Electrical - Light Stands with Power Feed and Controls at Soccer Courts	4	EA	19,500.00	78,000
115	Site Electrical - Light Poles with Power Feed and Controls at Dog Park	6	EA	6,500.00	39,000
116	Site Electrical - Light Poles with Power Feed and Controls at Parking Lot	2	EA	6,500.00	13,000



Gardner - Jones Landing

Landscape Park Conceptual Estimate

SITE WORK - LANDSCAPE PARK		Conceptual Estimate 5-17-2024			
		QNTY	UNIT	UNIT COST	TOTAL
117	Site Electrical - Light Poles at Street and Adjacent Parking Lot	NIC	EA	0.00	0
118	Site Electrical - Holiday Lighting Outlets	155,652	SF	0.15	23,348
119	Site Work - Building Permit, City Bonds, Etc.	By Owner	LS	0.00	0
120	Site Work - General Conditions & Requirements	6	MO	60,000.00	360,000
121	Site Work - General Liability Insurance	1	LS	42,830.26	42,830
122	Site Work - Builders Risk Insurance	By Owner	LS	0.00	0
123	Site Work - Payment & Performance Bonds	Excluded	LS	0.00	0
124	Site Work - Fee	1	LS	116,809.81	116,810
125	Site Work - Design Contingency	1	LS	97,341.51	97,342
126	Site Work - Construction Contingency	1	LS	77,873.21	77,873
127	SUBTOTAL SITEWORK	TOTAL PROJECT COST (AMENITY SITE ONLY)			\$3,893,660
		155,652	Site SF	\$25.02	