

**CITY OF SOUTH JORDAN
ELECTRONIC
PLANNING COMMISSION MEETING
COUNCIL CHAMBERS
February 27, 2024**

Present: Chair Michele Hollist, Commissioner Nathan Gedge, Commissioner Steven Catmull, Commissioner Laurel Bevans, Commissioner Ray Wimmer, Commissioner Sam Bishop, Assistant City Attorney Greg Simonsen, City Planner Greg Schindler, City Recorder Anna Crookston, GIS Coordinator Matt Jarman, IT Director Jon Day, Meeting Transcriptionist Diana Baun, Planner Andrew McDonald, Planner Miguel Aguilera

Others: Jeff Seaman, John Warnick, Craig Bonham, Robert Hilsinger

Absent:

**6:35P.M.
REGULAR MEETING**

A. WELCOME AND ROLL CALL – *Chair Michele Hollist*

Chair Hollist welcomed everyone to the Electronic Planning Commission Meeting.

B. MOTION TO APPROVE AGENDA

Commissioner Gedge motioned to amend tonight’s agenda as published. Chair Hollist seconded the motion; vote was unanimous in favor.

C. APPROVAL OF THE MINUTES

C.1. February 13, 2024 - Planning Commission Meeting Minutes

Commissioner Bevans motioned to approve the February 13, 2024 Planning Commission Meeting Minutes as published. Chair Hollist seconded the motion; vote was unanimous in favor.

D. STAFF BUSINESS - *None*

E. COMMENTS FROM PLANNING COMMISSION MEMBERS

Chair Michele Hollist shared concerns over Commissioners Wimmer and Bishop not having access to their city emails. Staff instructed them to talk with Director Day on getting that remedied.

Commissioner Sam Bishop attended the City Council Meetings last week but shared there were no actions taken that pertained to the Planning Commission.

Commissioner Nathan Gedge will not be present at the next meeting in March but noted that if it's needed for a quorum he can join via Zoom.

Chair Hollist shared that she and Commissioner Bevans will not be at the second meeting in March.

F. SUMMARY ACTION – *None*

G. ACTION – *None*

H. ADMINISTRATIVE PUBLIC HEARINGS – *None*

H.1. DAYBREAK NORTH STATION MULTI-FAMILY #1 SUBDIVISION 2ND AMENDMENT

Address: Lots 138 through 156 and Lots 166 & 177

File No.: PLPLA202300217

Applicant: LHM Real Estate

City Planner Greg Schindler reviewed background information from the Staff Report.

Commissioner Sam Bishop sees no reason to deny this application, but had some issues with signage in the area. When approaching the school, on either side the roads are one way and feed out to South Jordan Parkway, which means you cannot enter once you've reached that point. In order to get to the school from the east you have to get off South Jordan Parkway earlier than you'd expect to avoid missing the school, and they could really use a sign there to indicate that. Also, with the townhomes going in, as you go by you will not be able to see the school to know where to exit Cardinal Park Road.

Deputy City Engineer Jeremy Nielson noted that the city does not typically put up signage for schools, but he understands Commissioner Wimmer's concerns.

Chair Michele Hollist asked the applicant's representative, John Warnick, what type of product needs this kind of change from a zig-zag to a more straight configuration.

John Warnick (Applicant) – this would be something that changes as the builder changes, and Sego's townhome design is different than the previous builder which led to the necessary changes. These lots are the only ones that were sold to Sego, and will be the only ones needing this change in this area.

Chair Hollist opened the public hearing for comments; there were no comments and the hearing was closed.

Commissioner Gedge motioned to approve File No. PLPLA202300217, Subdivision 2nd Amendment, based on the Staff Report and discussion this evening. Chair Hollist seconded the motion.

Roll Call Vote

Yes – Commissioner Gedge

Yes – Chair Hollist

Yes – Commissioner Wimmer

Yes – Commissioner Catmull

Yes – Commissioner Bevans

Yes – Commissioner Bishop

Motion passes 6-0, unanimous in favor.

H.2. DAYBREAK VILLAGE 15 PLAT 1 PRELIMINARY SUBDIVISION

Address: 6652 W Lake Avenue

File No.: PLPP202300191

Applicant: Perigree Consulting on behalf of Miller Family Real Estate

City Planner Greg Schindler reviewed background information from the Staff Report.

John Warnick (Applicant) – This model village might serve some of the area in Village 15, but it will primarily serve Village 9, which is the watercourse. These are a new product they are working with the builders to be put in this location, right next to a future amenity, on top of the watercourse. This is called the Cove House, and is LHM's first Model Village launch. They are very excited about it and are hoping to see some of the builders entering these model homes in the parade. They have also been working with the school to get their site situated, and this has worked out really well for them as well. They are hoping to have the model home portion open by late July, and the school is supposed to start construction in the next couple months.

Commissioner Laurel Bevans asked if these are all single family homes, and if they are public or private alleyways/streets.

Mr. Warnick responded that he believes that is correct, as he doesn't think there are any townhomes in the mix. Regarding the roads, the main roads will remain public, but the internal lanes will be private.

Commissioner Bevans asked if the markings of the private roads being 24 feet wide were measured before curb and gutter, or if they were including that.

Mr. Warnick responded that the lanes are from edge to edge, and there is not necessarily curb and gutter inside those alleys. As planned they still meet the fire code laid out, with everything else outside of that being up to city standards.

Chair Hollist opened the public hearing for comments; there were no comments and the hearing was closed.

Commissioner Gedge motioned to approve File No. PLPP202300191, Preliminary Subdivision, subject to the following: that all South Jordan City requirements are met prior to recording the plat. Chair Hollist seconded the motion.

Roll Call Vote

Yes – Commissioner Gedge

Yes – Chair Hollist

Yes – Commissioner Wimmer

Yes – Commissioner Catmull

Yes – Commissioner Bevans

Yes – Commissioner Bishop

Motion passes 6-0, unanimous in favor.

H.3. HARVEST POINTE WEST PRELIMINARY SUBDIVISION

Address 3773 W South Jordan Parkway

File No.: PLPP202300141

Applicant: Jeff Seaman

Planner Miguel Aguilera reviewed background information from the Staff Report. He added that after the Staff Report was published, it was brought to his attention that the internal addresses of the residences on the streets were incorrect; so the applicant will need to correct that before the final subdivision application. Apart from that, this plat complies with the Development Agreement and staff recommends approval.

Chair Michele Hollist noted that the commission usually gets a copy of the Development Agreement to review but did not with this application. She asked who reviewed this to ensure it met all the requirements laid out by City Council.

Planner Aguilera looked at all of that when reviewing the plat, but did not look at that when reviewing the site plan application because he did not do the whole site application. He noted that he just did not catch the address/coordinate errors before this meeting packet was published.

Chair Hollist noted they have the minutes from the last time the City Council reviewed this and it was a different product than what the commission originally saw and declined sending a positive recommendation for. She sees improvements with the lower density, but her main concern is that

they do not have access to the Development Agreement to review and determine whether this meets what City Council approved.

Planner Aguilera noted that he can share a copy of that agreement with the commission, but other than the address issue, everything looked to comply with the current Development Agreement.

City Planner Greg Schindler added that the Development Agreement does state the density and number of units allowed, and this plat has that. The addressing has nothing to do with the Development Agreement, and incorrect coordinates or address numbers can be easily corrected. If the errors have something to do with the site plan, that is the next item on the agenda. The plat itself has no issues with parking or anything like that, and any other issues like amenities would be addressed by the site plan application as well.

Commissioner Laurel Bevans noted that the pictures show the whole piece of land included in this Development Agreement, and this subdivision is only regarding a portion in the bottom half. She asked if the density of this property includes the entire land space, or just the portion the townhomes are sitting on and included in this specific subdivision.

Planner Aguilera responded that this area will be separate from the rest of the property so all calculations should be made based on the pertinent area only.

Chair Hollist noted that in the paperwork the acreage is listed as 3.16 acres, but asked to confirm that is not referring to this piece being looked at as a whole, it is only the portion developing the townhomes.

Planner Aguilera responded that the whole property is the 3.16 acres, the smaller piece is only a chunk of that at 1.91 acres, as confirmed by Planner Schindler.

Chair Hollist said that works out to 10.5 units per acre using the 1.91 acres of land to calculate the density.

Planner Schindler noted they were approved for up to 11 units per acre.

Chair Hollist discussed the Council's reasoning for approving the higher density with staff.

Deputy Engineer Jeremy Nielson read the following from the Development Agreement regarding density: "The overall density of the project will not exceed 20 residential units."

The commission and staff then continued discussing whether there was an implied or otherwise stated official density, other than just the allowed number of units.

Planner Schindler noted that it doesn't matter which land size calculation is used, the Development Agreement indicates they can have 20 residential units.

Commissioner Nathan Gedge expressed his concerns for both this item and the next one, stating that there is a lot of information the commission has not been given, and feels they may not be able to make a valid determination in their roles because of that. Due to that, he feels it may be prudent to table both items until they receive all the necessary information and before public comment and testimony is opened.

Chair Hollist agreed but is reluctant to hold off on public comment, as someone might have already joined the meeting with the intention of speaking and she doesn't like the idea of making them come back another time; she would like to allow any public commenters their chance tonight. She then invited the applicant up to speak.

Jeff Seaman (Applicant) – is with Peterson Development and noted that they have complied with everything in the Development Agreement with the exception of two minor items that have already been discussed with Planning Director, Steven Schaefermeyer. They originally thought they would get seven parking stalls behind the grass strip, but there are some utilities in there and instead they will only be able to have four stalls; Director Schaefermeyer said that would be resolved since the project still meets and exceeds the code requirements for parking. The other minor issue was square footage of the units. Due to a miscalculation on the coordinates, the Development Agreement indicates they would be 2100 square feet, but they are just under that at about 1900 square feet. This has been a long process, and there has been plenty of opportunities for public comment numerous times. Both the city and applicant have agreed to the Development Agreement, and he shared his frustrations with the suggestions of tabling this for another time.

Chair Hollist opened the public hearing for comments, noting that there was one public comment received prior to the meeting via email from a Mr. Hilsinger, and that is attached to tonight's minutes as Attachment A.

Robert Hilsinger (Resident) – My back porch looks over the park across the street and sees that. My comments are going to be nothing contrary to what I put in my email (Attachment A). I, for one, am all for additional housing; people need places to live. I do not think this is an adequate spot, I think the increased traffic due to the houses will pose a risk to the children that use that park, as well as the children that attend that daycare right next to the empty lot. I also noticed that the parking lot at Nielson's seems too small for the amount of business that they get, especially during the warmer months, so I think expanding their parking lot and maybe expanding the park or moving it across the street, adding more parking there instead would be a better use of the land.

Chair Hollist closed the public hearing.

Commissioner Bevans asked staff if the two admitted and approved changes to the site plan will be added to the Development Agreement as an amendment.

Planner Aguilera noted that those issues would be addressed during the site plan application presentation coming up next, but yes.

Planner Schindler suggested having six copies of the Development Agreement brought to the commissioners for them to review now, but understands that might be more than they are able to do tonight.

Commissioner Gedge responded to Mr. Hilsinger, noting that City Council has already entered into a Development Agreement for this property which instructs what they are now contractually obligated to build.

Chair Hollist motioned to take a recess to review the Development Agreement (Attachment B). Commissioner Gedge seconded the motion; vote was 6-0, unanimous in favor.

Chair Hollist motioned to reconvene the meeting. Commissioner Gedge seconded the motion; vote was 6-0, unanimous in favor.

Commissioner Bevans noted that, according to the Development Agreement (Attachment B) they have reviewed, the land included was the entire 3 acre property. The applicant is now subdividing that larger piece into smaller ones, one of which proposes to include the development being discussed tonight. She is wanting to ensure that in the future the developer can't develop additional residential properties on the remaining land.

Planner Schindler noted that the agreement states they are allowed 20 units throughout the entire 3 acre space, so if those 20 units are used here, they would have no more residential units allowed for additional development.

Commissioners and staff discussed what the agreement means with this new subdivision and that the whole piece of land is still subject to the same agreement, even with this subdivision.

Commissioner Gedge motioned to approve File No. PLPP202300141, Preliminary Subdivision, based on the Staff Report, public testimony and additional information provided this evening (Attachment B), with the following notes:

- **The current addresses will be updated to reflect what is eventually determined to be the official addresses by the County.**
- **The amendment to Item 4b has been agreed to by the Authorized City Designee and the applicant.**
- **Item 5d amendment is entered into by both the Authorized City Designee and the applicant.**

Chair Hollist seconded the motion.

Roll Call Vote

Yes – Commissioner Gedge

Yes – Chair Hollist

Yes – Commissioner Wimmer

Yes – Commissioner Catmull

Yes – Commissioner Bevans

Yes – Commissioner Bishop

Motion passes 6-0, unanimous in favor.

H.4. HARVEST POINTE WEST TOWNHOMES SITE PLAN APPLICATION

Address 3773 W South Jordan Parkway

File No.: PLSPR202300053

Applicant: Jeff Seaman

Planner Miguel Aguilera reviewed background information from the Staff Report.

Commissioners and staff discussed the implications of the zoning in the area as a whole, versus just the residential portion, and what minor changes to the agreement would do in terms of the remainder of development in the future.

Chair Hollist invited the applicant up to speak.

Jeff Seaman (Applicant) – answered questions about the privacy windows and noted that, regarding the remaining land, the intention is at some point to extend the existing commercial into that space.

Chair Hollist asked Mr. Seaman to verify the landscaping plans to ensure that what was agreed upon, based on resident feedback, was being applied; it all matched what the commissioners were planning to see.

Mr. Seaman, when asked about the timeline for this project, responded that he didn't know as they are battling interest rates and other hurdles.

Chair Hollist opened the public hearing for comments; there were none and the hearing was closed.

Assistant Attorney Greg Simonsen also explained the legalities of the zone and Development Agreement, along with what to expect and what will be required in the future if part of the parcel sells to another party.

Commissioner Gedge motioned to approve File No. PLSPR202300053, Site Plan Application, based on the Staff Report and discussion this evening, as well as the Development Agreement provided during the meeting (Attachment B), with the following conditions:

- **The current addresses will be updated to reflect what is eventually determined to be the official addresses by the County.**
- **The amendment to Item 4b has been agreed to by the Authorized City Designee and the applicant.**

- **Item 5d amendment is entered into by both the Authorized City Designee and the applicant.**

Commissioner Catmull suggested to amend the motion that, in addition, the applicant and staff review the agreement together to ensure it will meet the additional development plans for the future commercial space.

Commissioner Gedge sustained the suggested amendment. Chair Hollist seconded the original motion with the amendment.

Roll Call Vote

Yes – Commissioner Gedge

Yes – Chair Hollist

Yes – Commissioner Wimmer

Yes – Commissioner Catmull

Yes – Commissioner Bevans

Yes – Commissioner Bishop

Motion passes 6-0, unanimous in favor.

I. LEGISLATIVE PUBLIC HEARINGS

I.1. WALMER REZONE

Address: 10593 S 3200 W

File No.: PLSPR202300053

Applicant: High Country Homes & Development

Commissioner Laurel Bevans disclosed that she is a neighboring property owner to this property being discussed, and acknowledged that she has no financial stake in this property and will vote as per usual process barring any additional information brought forward that changes her association with the applicant or property. This was discussed before the meeting and approved by the city's legal counsel.

Planner Andrew McDonald reviewed background information from the Staff Report.

Commissioners and staff discussed the subdivision status of properties around the subject property, noting that there are still a few that are not part of a larger subdivision, like the subject property.

Commissioner Laurel Bevans noted that the applicant is not the property owner, and asked if the paperwork was in order to acknowledge the property owner's awareness and approval of these changes.

Planner McDonald responded that the city does have an affidavit from the property owners authorizing the applicant to handle this process on his behalf.

Chair Hollist invited the applicant up to speak.

Commissioner Bevans asked about water movement issues in the area and other properties beginning to sink in towards this one.

Craig Bonham (Applicant with High Country Homes) - Acknowledged that they will have to retain all water on the property, and that will have to be dealt with and figured out. The dirt that was dug up will also be used to fill other spaces on the property. There is already curb and gutter, so they will only have to run the sidewalk on Alexander, they will not be touching anything on 3200 W.

Chair Hollist opened the public hearing for comments; there were none and the hearing was closed.

Commissioner Bishop motioned to forward a recommendation to approve File No. **PLZBA202400014, Ordinance 2024-04-Z, Rezone, based on the Staff Report and discussion this evening. Chair Hollist** seconded the motion.

Roll Call Vote

Yes – Commissioner Bishop

Yes – Chair Hollist

Yes – Commissioner Gedge

Yes – Commissioner Wimmer

Yes – Commissioner Catmull

Yes – Commissioner Bevans

Motion passes 6-0, unanimous in favor.

J. OTHER BUSINESS

Planner Schindler discussed the future meetings come up in March.

ADJOURNMENT

Chair Hollist motioned to adjourn the February 27, 2024 Planning Commission Meeting. **Commissioner Bevans** seconded the motion; vote was 6-0, unanimous in favor.

The February 27, 2024 Planning Commission Meeting adjourned at 8:47 p.m.

This is a true and correct copy of the February 27, 2024 Planning Commission minutes, which were approved on March 12, 2024.

Attachment A

From: [Miguel Aguilera](#)
To: [PLANNING COMMISSION](#)
Subject: FW: Development in empty field by VASA (3773 W South Jordan Parkway)
Date: Tuesday, February 27, 2024 1:15:08 PM

Hello All,

This is a public comment I received regarding the Site Plan application for the Harvest Pointe Townhomes.

Thank you,
Miguel

From: Robert Hilsinger II <robertkhilsingerii@gmail.com>
Sent: Tuesday, February 27, 2024 12:14 PM
To: Miguel Aguilera <MAguilera@sjc.utah.gov>
Subject: Development in empty field by VASA (3773 W South Jordan Parkway)

My name is Robert Hilsinger. I live at 10515 Sage Creek Rd, South Jordan, UT 84009. I am all for housing for people. I am, however, opposed to this location. I believe that it will create traffic that will make it unsafe for the children using Rushton Meadows Park across the street as well as the children that attend the preschool next to the empty lot. Unless it was changed, I remember that the proposal was to have the exit for the development to be into the parking lot instead of the street. I feel that it would be better to move the mentioned park across the street and more parking for Nielsen's. The parking lot there is too small for the amount of customers that visit it especially during the warmer weather. Thank you for taking my feedback into consideration for the proposal.

Robert Hilsinger

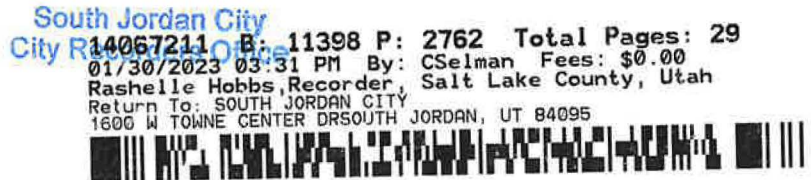
RECEIVED

Attachment B

FEB 24 2023

After recording, please send to:

City of South Jordan
Attn: City Recorder
1600 West Towne Center Drive
South Jordan, Utah 84095



Affected Parcel No: 27-17-176-031.

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is between the City of South Jordan, a Utah municipal corporation (“City”) and Harvest Pointe LLC, a Utah limited liability company (“Developer”). City and Developer are jointly referred to as the “Parties” and each may be referred to individually as “Party.”

RECITALS

WHEREAS, Developer owns certain real property identified as Salt Lake County Assessor Parcel Number: 27-17-176-031, which is specifically described in attached **Exhibit A** (the “Property”); and

WHEREAS, the Property is subject to the Planning and Land Use Ordinance of South Jordan City and is located approximately at 3773 West South Jordan Parkway; and

WHEREAS, the Property is currently zoned Commercial-Community (C-C); and

WHEREAS, Developer desires to develop the Property as a project to be known as Harvest Pointe West (the “Project”) substantially consistent with the concept plan attached as **Exhibit B** (the “Concept Plan”), and the concept elevations and floor plans attached as **Exhibit C** (the “Elevations and Floor Plans”); and

WHEREAS, in furtherance of Developer’s desire to develop the Project, Developer has requested that the Property be rezoned with a base zoning of Residential-Multiple (the “R-M Zone”) and further and subsequently rezoned and made subject to a Planned Development Floating Zone (the “PD Zone”) to be known as the “R-M-PD Zone” (attached as **Exhibit D**); and

WHEREAS, the purpose of the PD Zone is “to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the city council;” and

WHEREAS, Developer and City acknowledge that development in the PD Zone requires a development agreement specific to each area zoned as a PD Zone; and

WHEREAS, the City Council of the City of South Jordan (the “City Council”), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the South Jordan City Municipal Code (the “City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into

this Agreement for the purpose of establishing the R-M-PD Zone and regulating the development the Project pursuant to the R-M-PD Zone; and

WHEREAS, Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement comply with the requirements of the PD Zone and provide certainty useful to the Developer and to City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project; and

WHEREAS, this Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution R2022-03 a copy of which is attached as **Exhibit E**; and

WHEREAS, City and Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves both the R-M Zone as the base zone for the Property and the R-M-PD Zone as the applicable PD Zone for the Property.

NOW THEREFORE, based on the foregoing recitals and in consideration of the mutual covenants and promises contained and set forth herein, the Parties agree as follows:

TERMS

A. **Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

B. **Enforceability.** City and Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of Developer relative to the Property shall vest, only if the City Council in its sole legislative discretion rezones the Property from the C-C Zone to the R-M Zone as the base zone and also rezones the Property with the R-M-PD Zone as the applicable PD Zone for the Property.

C. **Effective Date.** This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

D. **Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to the R-M Zone and the PD Zone under the City Code as of the Effective Date. If there is a discrepancy between the requirements of the City Code, including the R-M Zone or the PD Zone, and this Agreement, this Agreement shall control.

E. **Developer Obligations.**

1. Uses. Developer shall develop and use the Property in a manner substantially consistent with the Concept Plan.

2. Density. The overall density of the project will not exceed twenty (20) residential units.

3. Setbacks. All setbacks will meet those shown on the concept plan attached hereto as **Exhibit B**.

4. Traffic and Parking Improvements.

a. Developer shall install a flashing crosswalk connecting Rushton Meadows Park with Harvest Pointe West. Developer will work with the City to install other reasonable traffic calming measures along the east side of Harvest Pointe Drive abutting this development, including “no parking” curb painting and signage.

b. Developer shall construct the seven (7) additional parking stalls shown on the Concept Plan west of the building currently occupied by Stone Haven Dental and Mountain Mike’s Pizza (3785 W 10400 S).

c. Developer shall construct the ten (10) parallel parking spaces shown on the Concept Plan along the Project’s main subdivision street.

d. Developer shall complete the improvements listed in this Section E.4. before the City grants certificates of occupancy for 75% of the residential units.

5. Architecture. The architecture shall be similar to the pictures submitted to the City and attached as Exhibit C, comply with requirements of City Code § 17.40. and the following architectural standards:

a. Buildings shall be constructed with a minimum amount of brick or stone that is calculated by multiplying two (2) by the perimeter length of the foundation (including garage).

b. Buildings shall be constructed of a contemporary design with a parapet wall enclosing the roof deck constructed with a lower roof pitch when done so in compliance with applicable Building Codes.

c. Buildings shall include a minimum two (2) car garage (minimum 22 feet by 22 feet, or an approved equivalent area) and driveways that are at least 20 feet long.

d. The minimum total floor area, finished and unfinished, of any residential main building shall be 2100 square feet.

e. Buildings shall include architectural elements (i.e., main entrance, porch) that distinguish the side of the building oriented toward the front yard as the front of the house. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way.

f. Privacy windows shall be installed on the third floor of all buildings abutting Lots 122, 410, 411, 412, 413, and 414 of Rushton Meadows Subdivision. These privacy windows are reflected in the elevations included in Exhibit C.

6. Landscaping.

a. The landscaping shall comply with the landscaping requirements of City Code §§ 17.40.020.J and 16.30.040.

b. Developer shall work with the adjacent property owners in the Rushton Meadows Subdivision for thoughtful placement of the landscaping materials and locations between the two subdivisions. The purpose of this subsection is to create additional privacy between the two subdivisions.

7. Compliance with the R-M-6 Zone. The Project shall comply with the R-M-6 Zone (included in Exhibit D), except where requirements are modified by this Agreement.

8. Parking Enforcement. Developer shall require that the Property's covenants, conditions, and restrictions (CC&Rs) outline parking standards and a parking enforcement plan.

9. Plat Language. The final plat for the Project shall contain the following language in a note: *This plat is subject to that certain Development Agreement dated _____, by and between the City of South Jordan and _____, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein and recorded _____ as Entry No. _____, in Book _____, at Page _____ of the Official Records of Salt Lake County.*

10. Subdivision Streets.

a. The proposed streets within the Project shall be private streets and built to the width as shown on the Concept Plan. In addition, the streets shall be constructed as outlined in the City Code for private streets. On-street parking may be restricted and developer will be required to place "No Parking" signs as directed by the City Engineer.

b. There is an existing City-owned waterline located approximately where the main east/west street through the Project is shown on the Concept Plan. Developer shall protect this waterline in place and record an easement in favor of City to access, maintain and replace the waterline. If Developer while building the Project must relocate the waterline due to conflicts with the Project, Developer shall move the waterline at its expense and shall construct a new waterline according to City's standards and requirements. Developer shall be allowed access and use of the waterline to service the Project.

F. **Minor Changes.** The Planning Department, after conferring with the City Manager, may approve minor modifications to the Developer Obligations in Section E which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.

G. **City Obligations.**

1. Review of City. City shall review development applications with respect to the Property in a timely manner, consistent with City's routine development review practices and

in accordance with all applicable laws and regulations.

H. Vested Rights and Reserved Legislative Powers.

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Project during the term of this Agreement in accordance with: (i) the R-M-PD Zone designation; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement.

2. Reserved Legislative Powers. Developer acknowledges that City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City all of its police power that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in City and Salt Lake County; and, unless in good faith City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

I. **Term.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

J. General Provisions.

1. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either Party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten days before the date on which the change is to become effective:

If to City: City of South Jordan
 Attn: City Recorder
 1600 West Towne Center Drive
 South Jordan, Utah 84095

If to Developer: Harvest Pointe LLC
 ATTN: Barrett Peterson
 225 South 200 East #200
 Salt Lake City, UT 84111

2. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two hours following deposit with the U.S. Postal Service in the manner set forth above.

3. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

4. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

5. Authority. The Parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and City warrant to each other that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each individual is signing. Developer represents to City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by City for the Property contain 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.

7. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

8. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

9. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

10. Remedies. If either Party breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

11. Attorney's Fees and Costs. If either Party brings legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs.

12. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

13. No Third Party Rights. The obligations of Developer and City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

14. Assignment. Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement and Developer shall be deemed released of its obligations in connection with this Agreement; provided, however, that Developer shall provide City with notice of the assignment of this Agreement within a reasonable time after the occurrence of such assignment.

15. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

To evidence the Parties' agreement to this Agreement, each Party has executed it on the date stated under that Party's name, with this Agreement being effective on the date stated in Section C.

[SIGNATURE PAGE FOLLOWS]

CITY OF SOUTH JORDAN

Approved as to form:

Signature: _____

By: _____

Its: _____

Date: _____

State of Utah)

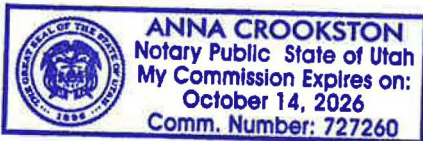
County of Salt Lake)

Gregory M. Simonsen

Gregory M Simonsen (Dec 28, 2022 10:24 MST)

Office of the City Attorney

On this 4 day of January, 2023, personally appeared before me Dawn R. Ramsey (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the Mayor of the City of South Jordan and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws or by Resolution, and said Dawn R. Ramsey (name of document signer) acknowledged to me that said Corporation executed the same.



Anna Crookston
Notary Public

DEVELOPER

HARVEST POINTE LLC, A UTAH LIMITED LIABILITY COMPANY

Signature: 

By: Barrett Peterson

Its: Manager

Date: 01/10/23

State of Utah)

:ss

County of Salt Lake)

On this 10th day of January, 2023, personally appeared before me Barrett Peterson, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Manager of Harvest Pointe LLC, a Utah limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its Operating Agreement or by Resolution, and said Barrett Peterson acknowledged to me that said limited liability company executed the same.




Notary Public

EXHIBIT A

(Legal Description for the Property)

Beginning at a point being North 89°57'00" West 290.73 feet along the south line of 10400 South Street from the Northwest Corner of Lot 3, Albertson's 10400 South Street Subdivision as found and on file at the Salt Lake County Recorder's Office, Book 2002, Page 243, and running; thence Southwesterly 27.77 feet along the arc of a 35.00 foot radius curve to the left (center bears South 44°34'51" East and the long chord bears South 22°41 '12" West 27.05 feet with a central angle of 45°27'54"); thence South 0°02'32" East 67.31 feet; thence Southwesterly 12.46 feet along the arc of a 50.00 foot radius curve to the right (center bears North 89°57'15" East and the long chord bears South 7°05'48" West 12.43 feet with a central angle of 14°16'39"); thence South 14°14'07" West 49.15 feet; thence Southwesterly 103.10 feet along the arc of a 119.00 foot radius curve to the right (center bears North 75°45'53" West and the long chord bears South 39°03'22" West 99.91 feet with a central angle of 49°38'29"); thence Southwesterly 100.40 feet along the arc of a 90.00 foot radius curve to the left (center bears South 26°07'24" East and the long chord bears South 31 °55'02" West 95.28 feet with a central angle of 63°55'09"); thence South 0°02'33" East 136.59 feet; thence East 116.23 feet; thence North 188.61 feet; thence East 115.65 feet; thence South 327.62 feet; thence East 193.09 feet to the west line of Lot 2, Albertson's 10400 South Street Subdivision; thence South 156.58 feet along the west line to the Southwest Center of said Lot 2, Albertson's 10400 South Street Subdivision; thence North 89°57'00" West 461.67 feet along the south line to the Southwest Corner of said Albertson's 10400 South Street Subdivision; thence North 0°02'34" West 481.22 feet along the west line of said Albertson's 10400 South Street Subdivision; thence North 89°57'29" east 17.60 feet; thence Northeasterly 82.88 feet along the arc of a 120.00 foot radius curve to the right (center bears South 65°41 '48" East and the long chord bears North 44°05'19" East 81.24 feet with a central angle of 39°34' 13"); thence Northeasterly 99.28 feet along the arc of a 89.00 foot radius curve to the left (center bears North 26°07'35" West and the long chord bears North 31 °54'57" East 94.21 feet with a central angle of 63°54'57"); thence North 0°02'32" West 97.83 feet; thence Northwesterly 28.06 feet along the arc of a 35.00 foot radius curve to the left (center bears South 89°57'35" West and the long chord bears North 23°00' 13" West 27.31 feet with a central angle of 45°55'36") to the south line of 10400 South Street; thence South 89°57'00" East 61.10 feet along the south line of said 10400 South Street to the point of beginning.

Less and excepting any and all portions lying within the legal bounds of Harvest Pointe Drive.

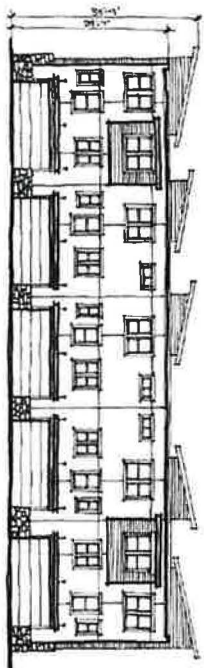
Tax ID: 27-17-176-031

EXHIBIT B

(Concept Plan)



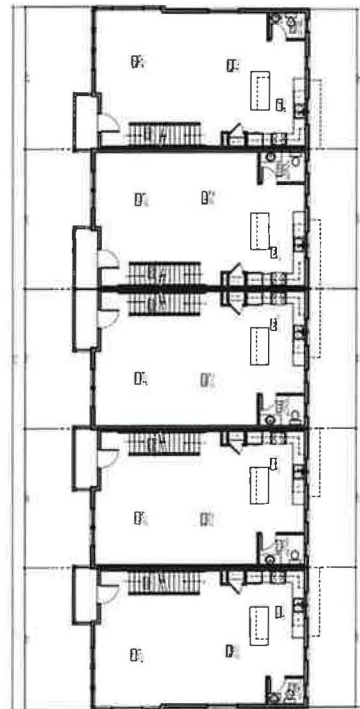
(Elevations and Floor Plans)



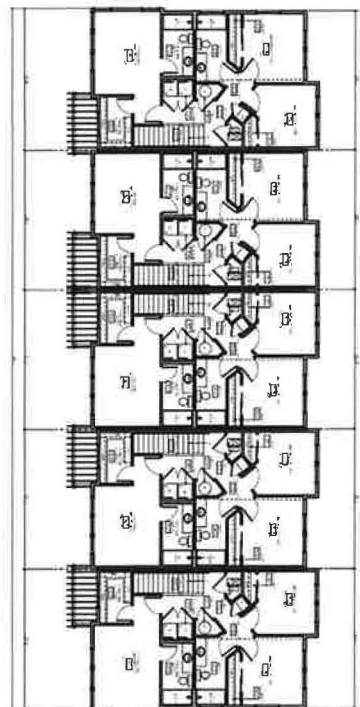
December 7, 2021

7563 So. Main Street Ste. 100 Midvale, UT 84047
(801) 561-1333

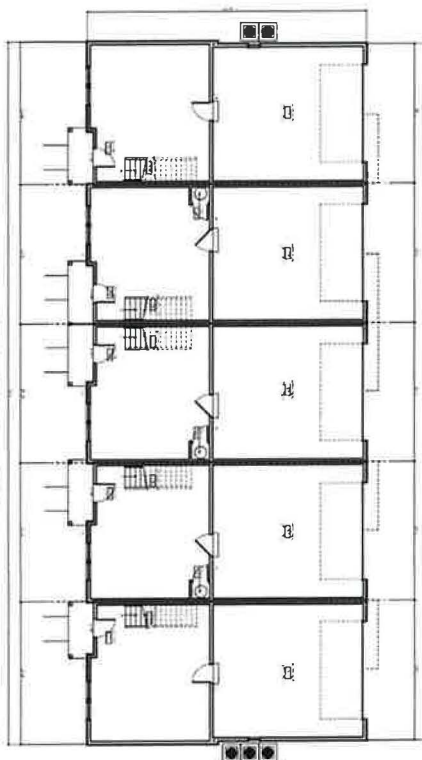




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52 EX - LEVEL 3 - 3500X



32 EX - LEVEL 1 - 35 STORY

HARVEST POINT WEST

Sam Jordan, UGA

January 17, 2022



Architecture
Belgique, Inc.

7503 So. Main Street Ste. 100 Midvale, UT 84047
(801) 561-1333

EXHIBIT D

Chapter 17.40 RESIDENTIAL ZONES

17.40.010: PURPOSE:

This chapter is established to provide standards and regulations, consistent with the city's general plan and the purposes and provisions of this title, for single-family residential areas in the city. This chapter shall apply to the following residential zones as established in chapter 17.20, "Zone Establishment", of this title: R-1.8, R-2.5, R-3, R-4, R-5, and R-M zones. Uses may only be conducted in residential zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use and other associated use regulations may be found in chapter 17.18, "Uses", of this title. (Ord. 2016-05, 5-3-2016)

17.40.020: DEVELOPMENT AND DESIGN STANDARDS:

A. Development Review: Uses proposed in residential zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in residential 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 otherwise allowed under state law.

B. Lot Area: The area of any lot in residential zones shall not be less than the minimum lot area requirement identified in the minimum lot area table below. Every portion of a parcel being subdivided shall be included as a lot or lots in the proposed subdivision plat, right of way or as common, limited common or private ownership.

Zone	Minimum Lot Area (Square Feet)
R-1.8	14,520
R-2.5	12,000
R-3	10,000
R-4	8,000
R-5	6,000
R-M	5,000

C. Lot Density: The maximum gross density (number of lots or primary dwelling units per acre) in any residential development in a residential zone shall not exceed the density shown in the lot density table below. The primary dwelling density of each area zoned R-M shall be determined, according to the densities established in the lot density table, with approval of a rezoning application per chapter 17.22, "Zoning Amendments", of this title and indicated on the official zoning map with a numerical suffix matching the approved density.

Zone	Maximum Gross Density
R-1.8	1.8
R-2.5	2.5
R-3	3
R-4	4

R-5	5
R-M-5	5
R-M-6	6

D. Lot Width And Frontage: Each lot or parcel in a residential zone shall have a minimum lot width not less than the dimension in the minimum width column of the lot width and frontage table below. The minimum lot width shall be measured at the minimum front yard requirement (see subsection F of this section) that shall be determined from 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 not less than the dimension in the frontage (standard) column of the lot width and frontage table below, except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right-of-way or landscaped open space a minimum distance not less than the dimension in the frontage (diverged) column.

Zone	Minimum Width	Frontage (Standard)	Frontage (Diverged)
R-1.8	90'	90'	50'
R-2.5	90'	90'	50'
R-3	85'	85'	50'
R-4	80'	80'	50'
R-5	75'	75'	50'
R-M-5	65'	65'	40'
R-M-6	60'	60'	40'

E. Lot Coverage: The area of lot, parcel or private ownership area in a residential zone covered by buildings shall not exceed the percentage identified in the lot coverage table below of the total lot, parcel or private ownership area.

Zone	Maximum Building Coverage
R-1.8	40%
R-2.5	40%
R-3	40%
R-4	40%
R-5	50%
R-M	60%

F. Yard Area: The yard area (setback) requirements below shall apply in all residential 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. A land use 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. (Ord. 2016-05, 5-3-2016)

1. Main Buildings: Minimum yard area requirements for main buildings are as follows:

Zone	Front Yard (Interior And Corner Lots)	Garage Opening¹ (Front Or Street Side)	Front Yard (Cul-De-Sac Lots)	Side Yard (Standard)	Side Yard (Corner Lot Street Side)	Rear Yard (Interior Lot)	Rear Yard (Corner Lot)
R-1.8	30'	30'	25'	10'	30'	25'	10'
R-2.5	25'	30'	20'	10'	25'	25'	10'
R-3	25'	30'	20'	10'	25'	25'	10'
R-4	20'	25'	20'	8'	20'	20'	10'
R-5	20'	25'	20'	8'	20'	20'	10'
R-M-5	20'	25'	20'	8'	10'	20'	10'
R-M-6	20'	25'	20'	8'	10'	20'	10'

Note: 1. The garage opening minimum yard area requirement shall apply to garages when the garage opening faces the street, otherwise the front yard minimum yard area shall apply. The garage opening minimum yard requirement shall be 25 feet to any street-facing garage opening in a cul-de-sac. (Ord. 2017-22, 7-18-2017)

2. Accessory Buildings: Minimum yard area requirements for accessory buildings are as follows:

a. Location: Accessory buildings may not be located between the front building line of a main building and the right-of-way that determines the front yard area.

b. Side Yard: An accessory building may be located in a side yard, including a street side, if located no closer than the minimum side yard requirement for the main building pursuant to this subsection F, except that accessory buildings less than ten feet (10') in height and not containing habitable space may be located no closer than five feet (5') from the side property line.

c. Rear Yard: An accessory building may be located in a rear yard no closer than three feet (3') from the side or rear property line or boundary and increased by one foot (1') for each foot of building height in excess of sixteen feet (16'), except that the setback shall be increased to no closer than five feet (5') from the side or rear property line or boundary when adjacent to a right-of-way, which shall be increased by one foot (1') for each foot of building height in excess of sixteen feet (16').

3. Buildings Used To Shelter Animals: Buildings used for the housing or shelter of animals shall be located a minimum distance of forty feet (40') from any existing dwelling or neighborhood street right-of-way or, if approved with a conditional use permit, a minimum of twenty feet (20') from any collector street right-of-way line.

4. Projections: The following may be erected on or projected into any required yard space in Residential Zones:

a. Fences and walls in conformance with this Code.

b. Agricultural crops and landscape elements, including trees, shrubs and other plants.

c. Utility or irrigation equipment or facilities.

d. Decks not more than two feet (2') high.

e. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks, awnings or similar architectural features attached to the building and not enclosed by walls, extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.

f. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building no greater than eight feet (8') wide and extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.

G. Parking And Access: Parking areas and vehicle access in Residential Zones shall meet the requirements of title 16, chapter 16.26, "Parking And Access", of this Code, chapter 17.18, "Uses", of this title, and title 10 of this Code (Traffic Code). A driveway may only directly access a collector or arterial street with approval of the Utah Department of Transportation ("UDOT") for UDOT streets or with approval of the City Engineer for City streets. (Ord. 2016-05, 5-3-2016)

H. Fencing, Screening And Clear Vision: The fencing, screening and clear vision requirements of this section shall apply in Residential Zones. A permit shall be obtained from the Planning Department prior to construction of any fence in a Residential Zone. A completed fence application form that includes a diagram showing the location and height of the proposed fence, and a description of the proposed fence shall be submitted for review by the Planning Department. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

1. Utility Screening: In nonresidential developments, all mechanical equipment, antennas (where possible), loading areas, and utility areas shall be screened from view at ground level along the property line of the subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles in nonresidential developments shall be enclosed by masonry walls that are at least as tall as the receptacle itself, but not less than six feet (6') tall, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings. (Ord. 2017-22, 7-18-2017)

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 required by the development approval.

3. Rear And Side Yard Fencing: A maximum six foot (6') 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 four foot (4') high, nonvisually obscuring decorative wrought iron, simulated wrought iron or nonobscuring vinyl picket 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 constructed along lot lines to the right-of-way or sidewalk but may not be greater than three feet (3') high. Brick pillars may not exceed eighteen inches (18") square or be closer than ten feet (10') on center. Posts or pillars may not extend higher than four inches (4") above the fence panel.

5. Clear Vision: Landscape materials, except for mature trees that are pruned at least seven feet (7') above the ground, and fences shall be no greater than three feet (3') high within a ten foot (10') triangular area formed by the edge of a driveway and the street right-of-way line or within a thirty foot (30') triangular area formed by the right-of-way lines of intersecting streets. Lesser clear vision triangular areas may be approved by the City Engineer based on traffic speeds, flow, volumes and other traffic related variables.

6. Collector Street Fencing: Any single-family residential rear or side yard fence erected or maintained roughly parallel to and within twenty feet (20') of a collector or arterial street right-of-way in a Residential Zone shall be constructed according to section 16.04.200 of this Code.

I. Architecture: The following exterior materials and architectural standards are required in Residential Zones:

1. General Architectural Standards:

- a. All building materials shall be high quality, durable and low maintenance.
- b. The exteriors of buildings in Residential Zones shall be properly maintained by the owners or owners' association.
- c. Signs shall meet requirements of title 16, chapter 16.36, "Sign Ordinance", of this Code and shall be constructed of materials that are consistent with the buildings they identify.
- d. Main buildings shall be no greater than thirty five feet (35') high.

2. Architectural Standards For Main Buildings:

- a. Main buildings shall be constructed with a minimum amount of brick or stone that is calculated by multiplying two (2) by the perimeter length of the foundation (including garage). (Ord. 2016-05, 5-3-2016)
- b. Main buildings shall be constructed with a majority of the roof to be a minimum roof pitch of three to twelve (3:12), except that main buildings of a contemporary design with a parapet wall enclosing the roof deck may be constructed with a lower roof pitch when done so in compliance with applicable Building Codes. (Ord. 2017-22, 7-18-2017)
- c. Residential main buildings shall include a minimum two car garage (minimum 22 feet by 22 feet, or an approved equivalent area).
- d. The minimum total floor area, finished and unfinished, of any residential main building shall be two thousand four hundred (2,400) square feet.
- e. Residential main buildings shall include architectural elements (i.e., main entrance, porch) that distinguish the side of the building oriented toward the front yard as the front of the house. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way. (Ord. 2016-05, 5-3-2016)

3. Architectural Standards For Accessory Buildings:

- a. Accessory buildings may not be higher than the main building, except as approved by the Planning Commission as a conditional use permit. In no case shall an accessory building be greater than twenty five feet (25') high.
- b. The footprint of accessory buildings in the R-2.5, R-3, R-4, R-5 and R-M Zones shall not exceed sixty percent (60%) of the footprint of the main building, including the footprint of an attached garage, except that the Planning

Commission may approve a conditional use permit for an accessory building with a footprint that is greater than sixty percent (60%) but in no case shall exceed the footprint of the main building. In the R-1.8 Zone, the footprint of an accessory building, such as a barn or a stable, shall not exceed the footprint of the main building, except with a conditional use permit approved by the Planning Commission.

c. Any portion of an accessory building within twenty feet (20') of a property line shall meet the following requirements, except as approved by the Planning Commission as a conditional use permit:

(1) Openings (e.g., windows and doors) that are visible from the property line shall not be located in an exterior wall when the floor height exceeds four feet (4') above grade.

(2) The average wall height shall not exceed sixteen feet (16') above grade.

d. Accessory buildings with a footprint exceeding two hundred (200) square feet shall be constructed with a minimum one to twelve (1:12) roof pitch in the R-1.8 Zone, and a minimum three to twelve (3:12) roof pitch over a majority of the structure in all other Residential Zones.

e. Applications for a conditional use permit under subsections I3a, I3b and I3c of this section shall demonstrate that the proposed accessory building is consistent with the character of the surrounding area, which analysis includes, but is not limited to, consideration of nearby structures and uses and applicable declarations of conditions, covenants and restrictions ("CC&Rs"). Written notice shall be provided to all property owners located within the subdivision plat of the subject property and to all property owners otherwise located within three hundred feet (300') of the subject property. Notice shall be provided no less than ten (10) days prior to the scheduled Planning Commission meeting. (Ord. 2019-06, 3-19-2019)

J. Landscaping:

1. The front and street side yards of single-family lots shall be fully improved and properly maintained with not less than fifty percent (50%) of the yard area landscaped and not less than fifty percent (50%) of the required landscaped area covered in lawn or other acceptable live plant material unless otherwise approved with a conditional use permit.

2. All collector street and other public and private park strips in Residential Zones shall be improved and maintained by the adjoining property owners according to specifications adopted by the City unless otherwise allowed with development approval.

3. Where an adjacent park strip in a residential right-of-way is a minimum of five feet (5') wide, park strip improvements shall include one shade tree that is a minimum two inch (2") caliper, for every fifty feet (50') of frontage and spaced evenly throughout the landscaped portion of the park strip. Park strip trees shall be consistent with the "Streetscape Tree Species for South Jordan City" list.

4. In developments that have a principal use other than single-family, detached, the following landscaping requirements shall apply:

a. All areas of developments not approved for parking, buildings, recreation facilities, access, other hard surfaces, 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.

b. A minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped areas, excluding landscaped sports or play areas, is required. At least thirty percent (30%) of all required trees shall be a minimum seven foot (7') evergreen. Deciduous trees shall be a minimum two inch (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.

c. Curbed planters with two inch (2") or larger caliper shade trees and grass, shrubs or ground cover shall be installed at the ends of each parking row. Planters shall be at least five feet (5') wide.

d. Minimum five foot (5') wide landscaped planters shall be installed along the street side of building foundations, except at building entrances.

e. All landscaped areas shall be curbed.

5. Developments that 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 area so included and perpetually preserved as open space 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.

6. All required landscaping in yard areas and open spaces shall be installed prior to occupancy unless deferred pursuant to section 16.04.300, "Deferred Improvements", of this Code.

7. Property owners shall properly irrigate and maintain all landscaped areas, including those in adjacent public rights-of-way that are not maintained by the City.

8. Required trees may not be topped and required landscape material may not be removed in Residential Zones without City approval.

9. Dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.

K. Lighting:

1. A lighting plan shall be submitted with all new nonresidential developments in Residential Zones.

2. Lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.

3. Lighting fixtures in all developments that have a principal use that is not agricultural or residential shall be architectural grade and consistent with the architectural theme of the development.

4. Lighting fixtures on public property shall be approved by the City Engineer.

L. Streets: Streets in Residential Zones shall meet the requirements of section 16.04.180, "Streets", of this Code, except that private streets and gated communities are prohibited in Residential Zones unless otherwise provided for in this chapter. (Ord. 2016-05, 5-3-2016)

17.40.030: OTHER REQUIREMENTS:

A. Grading: All developments shall be graded as required by the City Engineer to provide adequate drainage. Buildings shall be equipped with facilities that discharge all roof drainage onto the subject lot or parcel. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

B. Maintenance: All private areas of lots or parcels shall be properly maintained by the owners.

C. Phasing Plan: 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.

D. Common Areas: All common area improvements in developments, including, but not limited to, buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned and maintained by the property owners of the development 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.

E. Prior Created Lots: Lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a Residential Zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this chapter.

F. Approval: Before building permits are issued, all projects shall have been approved according to the provisions and requirements of this Code and the applicable plat recorded with the Salt Lake County Recorder's Office.

G. Open Space: Any open space provided within a subdivision to be jointly owned, maintained and preserved by a homeowners' association and/or special assessment area acceptable to the City shall be labeled and recorded as common area or as a perpetual open space easement. Private yard areas may not be counted as required open space. The City may determine the location of open space in a subdivision by considering topography, drainage or other land features. The City may require a cash bond or a letter of credit to guarantee installation of improvements.

H. Developer Requirements: Developers of projects that will include common area, private streets, shared private improvements, or shall otherwise include restrictive covenants shall submit a proposed declaration of conditions, covenants and restrictions ("CC&Rs") to the City for staff review. The CC&Rs shall be recorded concurrently with the final plat and, except where the City has agreed to and executed documents to guarantee the establishment of a special assessment area, shall include the following:

1. An opinion of legal counsel licensed to practice law in the State that the project meets requirements of State law.

2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to City conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by City staff and approved by the Planning Commission.

3. Language consistent with section 17.04.300 of this title. (Ord. 2016-05, 5-3-2016)

17.130.050: PLANNED DEVELOPMENT FLOATING ZONE:

17.130.050.010: PURPOSE:

The purpose of the Planned Development Floating Zone (PD) is to allow for flexibility in the application of zoning regulations and development provisions of this title to advance a public interest through prescriptive requirements of a development plan and development agreement approved by the City Council. The PD may be applied to specific geographical areas ("districts") in circumstances that address a unique situation, confer a substantial benefit to the City, or incorporate design elements or a mixture of uses that represent a significant improvement in quality over what could otherwise be accomplished by standard zoning and development provisions. Such circumstances may include, but are not limited to: improvements in open space and amenities, environmental and resource preservation, tree and vegetation protection, slope accommodations, improved infrastructure efficiency, exceptional and innovative site or building design, increased public benefits, and complementary integrated land uses. The City Council shall consider the purpose of the base zone and the impacts on and from surrounding properties when approving a PD District. (Ord. 2016-05, 5-3-2016)

17.130.050.020: ESTABLISHMENT:

A. Procedure:

1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.
2. Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. The development plan shall be approved by development agreement in conjunction with the rezoning approval. (Ord. 2016-05, 5-3-2016)
3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

B. Development Plan Requirements:

1. A written statement shall be provided that explains the intent of the proposal, explains how the PD provisions will be met, and identifies the requested revisions to standard zoning and development provisions.
2. A map and other textual or graphic materials as necessary to define the geographical boundaries of the area to which the requested PD District would apply.
3. A development plan shall also include:
 - a. Site plan/conceptual subdivision plan;
 - b. Circulation and access plan;
 - c. Building elevations, materials, and colors;
 - d. Landscape and open space plan;
 - e. Signage plan;
 - f. Lighting plan; and
 - g. Allowed uses.

C. Prohibited:

1. Sexually oriented businesses shall not be allowed in a PD District where otherwise prohibited by this Code.
2. A PD District shall not be approved in the P-C Zone or Single-Family Residential Zones (R-1.8, R-2.5, R-3, R-4, R-5).

D. Effect Of Approval:

1. All of the provisions of this Code, including those of the base zone, shall be in full force and effect, unless such provisions are expressly waived or modified by the approved development plan and/or development agreement.
2. An approved PD District shall be shown on the zoning map by a "-PD" designation after the designation of the base zone district.
3. No permits for development within an approved PD District shall be issued by the City unless the development complies with the approved development plan. (Ord. 2016-05, 5-3-2016)
4. The Planning Director may authorize minor deviations from an approved development plan to resolve conflicting provisions or when necessary for technical or engineering considerations. Such minor deviations shall not affect the vested rights of the PD District and shall not impose increased impacts on surrounding properties. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

E. Vested Rights:

1. A property right that has been vested through approval of a PD District shall remain vested for a period of three (3) years or upon substantial commencement of the project. A property right may be vested, or an extension of a vested property right may be granted, for a period greater than three (3) years only if approved by the City Council through an approved PD District. (Ord. 2016-05, 5-3-2016)
2. Substantial commencement shall be the installation of infrastructure, a building having started construction, or as determined by the Planning Director based on significant progress otherwise demonstrated by the applicant. A project that has not substantially commenced may, at the discretion of the property owner, develop according to the base zone. A project that has substantially commenced shall not deviate, in whole or in part, from the approved PD District, unless amended per section 17.130.050.030 of this section 17.130.050. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

17.130.050.030: AMENDMENTS:

Any application to amend an approved PD District shall be processed as a zone text amendment, except that an application to extend the district boundaries shall be processed as a rezone. Any amendment to an approved PD District requires that the corresponding development agreement also be amended. (Ord. 2016-05, 5-3-2016)

ORDINANCE NO. 2021 - 20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING SECTIONS 17.08.010, 17.18.030.030, 17.30.020 AND 17.40.020 OF THE SOUTH JORDAN MUNICIPAL CODE REGULATING RESIDENTIAL USES AND DEVELOPMENT DESIGN STANDARDS.

WHEREAS, Utah Code § 10-9a-102 grants the City Council of the City of South Jordan (the "City Council") authority to enact ordinances that it considers necessary or appropriate for the use and development of land in the City of South Jordan (the "City"), including the City's aesthetics; and

WHEREAS, the Utah State Legislature recently passed House Bill 1003 ("H.B. 1003") "Government Building Regulation Amendments," which prohibit a municipality from regulating certain building design elements of one and two family dwellings; and

WHEREAS, the City Council has adopted Title 17 (Planning and Zoning Code) of the City of South Jordan Municipal Code ("City Code"); and

WHEREAS, the City Council desires to amend City Code Sections 17.08.010, 17.18.030.030, 17.30.020 and 17.40.020 of Title 17, regulating uses of land in residential zones and development and design standards in agricultural and residential zones, to bring those Sections in conformity with the newly enacted State law; and

WHEREAS, the South Jordan Planning Commission held a public hearing, and reviewed and made a recommendation concerning the subject text amendments; and

WHEREAS, the City Council held a public hearing and reviewed the subject text amendments; and

WHEREAS, the City Council finds that the subject text amendments will enhance the public health, safety and welfare, and will promote the goals of the General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Amendment. City Code Sections 17.08.010, 17.18.030.030, 17.30.020 and 17.40.020 of the South Jordan municipal code are amended as shown in Exhibit A to this Ordinance.

SECTION 2. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

SECTION 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

Ordinance 2021 - 20
Page 1 of 2

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS 5 DAY OF October, 2021 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	<u>X</u>	—	—	—
Bradley Marlor	<u>X</u>	—	—	—
Donald Shelton	<u>X</u>	—	—	—
Tamara Zander	—	—	—	<u>X</u>
Jason McGuire	<u>X</u>	—	—	—

Mayor: *Dawn R. Ramsey*
Dawn R. Ramsey

Attest: *Anna C. [Signature]*
City Recorder

Approved as to form:

[Signature]
Office of the City Attorney



EXHIBIT A

(Deletions in ~~strike~~through new language in **bold underline**)

Chapter 17.08 DEFINITIONS GENERALLY

17.08.010 DEFINITIONS

CONTINUOUS FREE FLOW ACCESS: A continuous and open path between the primary dwelling area and the ~~second kitchen or potential internal accessory dwelling unit~~ contained in a primary dwelling unit. The access path shall allow two-way access through entryways (which shall not be finished to facilitate the addition of a door), open spaces, hallways, stairways, or other open access ways that remain uninhibited by doors, walls, or any other physical barrier. The path shall have openings of at least forty-eight (48) inches wide or the standard width of the connecting corridor so as not to limit or restrict access.

SECOND KITCHEN: ~~A second kitchen, contained within the primary dwelling unit that provides continuous free flow access between the primary dwelling area and the second kitchen. Second kitchens are not considered accessory dwelling units as long as continuous free flow access is maintained.~~

Chapter 17.18 USES

17.18.030.030 RESIDENTIAL USE REGULATIONS

6. Single-Family, Detached: Lots or parcels may be occupied by only one single-family dwelling unit as the primary dwelling. Accessory dwelling units may be permitted according to the provisions of section 17.130.030, "Accessory Dwelling Unit Floating Zone", of this title. ~~A second kitchen, as defined in section 17.08.010 of this Title, is not considered an accessory dwelling unit and may be allowed as a permitted use in a single-family detached dwelling unit provided that it complies with the following:~~

- ~~a. Only one (1) second kitchen shall be permitted per lot.~~
- ~~b. The residence~~**Single-Family dwellings** shall have only one (1) front entrance, one (1) address, one (1) mailbox, and one (1) electrical meter.
- ~~c. Continuous free flow access shall be maintained at all times between the primary dwelling area and the second kitchen.~~
- ~~d. The second kitchen shall be contained within the primary dwelling so as to be one (1) unit and shall not be installed in an accessory building or detached from the primary dwelling.~~
- ~~e. Construction of any second kitchen shall meet standards of the current building codes adopted by the City.~~

EXHIBIT A to Ordinance 2021-20
Page 1 of 3

- ~~f. Approval of a second kitchen within a single family dwelling unit shall not be an approval of a second dwelling unit or accessory dwelling unit.~~
- ~~g. Upon request by the City, the owner shall allow inspection of the dwelling unit and second kitchen to determine compliance with this section.~~

Chapter 17.30

AGRICULTURAL ZONES

17.30.020 DEVELOPMENT AND DESIGN STANDARDS

I. Architecture: The following exterior materials and architectural standards are required in Agricultural Zones:

1. General Architectural Standards:

- a. All building materials shall be high quality, durable and low maintenance.
- b. The exteriors of buildings in Agricultural Zones shall be properly maintained by the owners or owners' association.
- c. Signs shall meet the requirements of title 16, chapter 16.36, "Sign Ordinance", of this Code and shall be constructed of materials that are consistent with the buildings they identify.
- d. Main buildings shall be no greater than thirty five feet (35') high.

2. Architectural Standards For Main Buildings:

- ~~a. Main buildings, excluding main buildings used for agricultural uses, shall be constructed with a minimum amount of brick or stone that is calculated by multiplying two (2) by the perimeter of the foundation (including garage).~~
- ~~b. Main buildings shall be constructed with a majority of the roof to be a minimum five to twelve (5:12) pitch, except that roofs of agricultural main buildings may be constructed to be a minimum four to twelve (4:12) roof pitch over the majority of the building.~~
- a. ~~c.~~ Residential main buildings shall include a minimum two car garage (minimum 22 feet x 22 feet, or an approved equivalent area).
- b. ~~d.~~ The minimum total floor area, finished and unfinished, of any residential main building shall be two thousand four hundred (2,400) square feet not including a garage. ~~(2,400 1000) square feet not including a garage.~~
- c. ~~e.~~ Residential main buildings shall include architectural elements (i.e., main entrance, porch) that distinguish the side of the building oriented toward the front yard as the front of the house. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way.

CHAPTER 17.40 RESIDENTIAL ZONES

17.40.020 DEVELOPMENT AND DESIGN STANDARDS

I. Architecture: The following exterior materials and architectural standards are required in Agricultural Zones:

1. General Architectural Standards:

- a. All building materials shall be high quality, durable and low maintenance.
- b. The exteriors of buildings in Agricultural Zones shall be properly maintained by the owners or owners' association.
- c. Signs shall meet the requirements of title 16, chapter 16.36, "Sign Ordinance", of this Code and shall be constructed of materials that are consistent with the buildings they identify.
- d. Main buildings shall be no greater than thirty five feet (35') high.

2. Architectural Standards For Main Buildings:

- ~~a. Main buildings shall be constructed with a minimum amount of brick or stone that is calculated by multiplying two (2) by the perimeter length of the foundation (including garage).~~
- ~~b. Main buildings shall be constructed with a majority of the roof to be a minimum roof pitch of three to twelve (3:12), except that main buildings of a contemporary design with a parapet wall enclosing the roof deck may be constructed with a lower roof pitch when done so in compliance with applicable Building Codes.~~
- ~~a. e-~~ Residential main buildings shall include a minimum two car garage (minimum 22 feet by 22 feet, or an approved equivalent area).
- ~~b. d-~~ The minimum total floor area, finished and unfinished, of any residential main building shall be two thousand four hundred (2,400) square feet not including a garage.
- ~~c. e-~~ Residential main buildings shall include architectural elements (i.e., main entrance, porch) that distinguish the side of the building oriented toward the front yard as the front of the house. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way.

EXHIBIT E

(Resolution R2022-03 - To Be Inserted Once Executed)

RESOLUTION R2022 – 03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF PROPERTY LOCATED AT 3773 W. SOUTH JORDAN PARKWAY IN THE CITY OF SOUTH JORDAN.

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (“City”) and is authorized to enter in to development agreements that it considers are necessary or appropriate for the use and development of land within the City pursuant to Utah Code § 10-9a-102 *et seq.*; and

WHEREAS, the City has entered into development agreements from time to time as the City has deemed necessary for the orderly development of the City; and

WHEREAS, the Applicant, Peterson Development, now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property located at 3773 W. South Jordan Parkway (“Property”); and

WHEREAS, the South Jordan City Council (“City Council”) has determined that it is in the best interest of the public health, safety, and welfare of the City to enter into a development agreement for the orderly development of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to Sign Development Agreement. The City Council hereby authorizes the Mayor to sign the Development Agreement, attached hereto as **Exhibit A**.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS 20 DAY OF September, 2022 BY THE FOLLOWING VOTE:

Patrick Harris
Bradley Marlor
Donald Shelton
Tamara Zander
Jason McGuire

YES NO ABSTAIN ABSENT

<u>X</u>	—	—	<u>X</u>
<u>X</u>	—	—	—
<u>X</u>	—	—	—
<u>X</u>	—	—	—

Mayor:

Dawn R. Ramsey
Dawn R. Ramsey

Attest:

Anna Craighston
City Recorder

Approved as to form:

Rae W. Locke

Office of the City Attorney



February 27, 2024

PLANNING COMMISSION MEETING SIGN IN SHEET

PRINT NAME

ADDRESS

JEFF SEAMAN

225 P. 200 E SJC

ROBERT HILSINGER

10515 S. Sage Creek Rd,