

# **SOUTH JORDAN CITY PLANNING COMMISSION REPORT**

**Meeting Date: 10/24/2023**

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**Issue:**           **GLENMOOR GOLF COURSE**  
                  **PARCEL 1: LAND USE AMENDMENT FROM OPEN SPACE (OS) TO**  
                  **ECONOMIC CENTER (EC); AND REZONE FROM OS-P AND R-M-6**  
                  **(PD) TO C-C (PD)**  
                  **PARCEL 2: REZONE FROM R-M-6 (PD) TO OS-P**

**Address:**       **9800 S. 4800 W.**  
**File No:**       **PLZBA202300172**  
**Applicant:**     **Kirk Young, Glenmoor Golf Course**

**Submitted by: Andrew McDonald, Planner I**  
                  **Shane Greenwood, Supervising Senior Engineer**

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## **Staff Recommendation (Motion Ready):**

1. Development Agreement – I move that the Planning Commission forward a recommendation to the City Council to approve Resolution R2023-50, approving the development agreement.
2. Land Use Amendment – I move that the Planning Commission forward a recommendation to the City Council to approve the land use amendment Resolution R2023-51, approving the proposed land use amendment.
3. Zone Change – I move that the Planning Commission forward a recommendation to the City Council to approve Ordinance No. 2023-07-Z, approving the proposed zoning change.

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<b>ACREAGE:</b>	Approximately 10.81 (acres)
<b>CURRENT ZONE:</b>	OS-P Subdistrict (Open Space-Park) R-M-6PD (Residential-Multiple, 6 units per acre, Planned Development Floating Zone)
<b>FUTURE LAND USE PLAN:</b>	OS (Open Space)
<b>NEIGHBORING ZONES:</b>	North: A-1 (Agricultural), R-3 (Residential), OS-P East: OS-P, R-3 South: R-M-8, R-3, OS-P West: R-3, OS-P

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## **STANDARD OF APPROVAL:**

### **1. LAND USE AMENDMENT**

The general plan may be amended by resolution of the City Council as follows:

- A. The process to amend the general plan and future land use map may be initiated by members of the City Council, by the City Manager or Community Development Director, or by the owner of a subject property or his or her agent. A general plan land use or text amendment which is not initiated by the city may not be reinitiated for an amendment which was considered within the previous year without a majority vote of the City Council. A land use amendment should not impair the development potential of the subject parcel or neighboring properties.
- B. The planning commission shall hold a public hearing, as required by state law, after which the commission may modify the proposed general plan amendment. The planning commission shall then forward the proposed general plan amendment to the city council.
- C. After receiving the recommendation of the planning commission, the City Council shall hold a public hearing, and may accept, accept with modifications, or reject the proposed general plan amendment.

(City Code §17.22.020)

2. REZONE:

The rezoning of property may not be considered if the proposed zoning does not conform to the general plan. The following guidelines shall be considered in the rezoning of parcels:

- A. The parcel to be rezoned meets the minimum area requirements of the proposed zone or if the parcel, when rezoned, will contribute to a zone area which meets the minimum area requirements of the zone.
- B. The parcel to be rezoned can accommodate the requirements of the proposed zone.
- C. The rezoning will not impair the development potential of the parcel or neighboring properties.

(City Code §17.22.020)

The Planning Commission shall receive public comment at the public hearing regarding the proposed rezoning and make a recommendation on the rezoning to the City Council. (See City Code §17.22.040)

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**BACKGROUND:**

Kirk Young, on behalf of Glenmoor Golf Course, submitted an application for a land use amendment and rezone. The purpose of this application is to make the subject properties consistent with the proposed concept plan (see support materials). Doug Young presented his

vision to develop the golf course into a resort to the City Council during a study session on October 3, 2023. A copy of the work session minutes are included in the supporting materials.

This application involves two parcels. These two parcels do not include the clubhouse, other existing buildings, fairways or the driving range. The applicant is only proposing to change the zoning on the two parcels described below and depicted in the development agreement and this report's support materials.

In 2018 the City Council rezoned these parcels from A-5 (Agricultural, 5 acre lot) to R-M-6 (PD) (Residential-Multiple, 6 units per acre with the Planned Development Floating Zone) when it rezoned the rest of the golf course from A-5 to OS-P (Open Space-Parks). The intent of that rezone was to protect and preserve the golf course without depriving the new property owner the existing development right of 72 residential units under the A-5 zone. In other words, rezoning the two parcels to R-M-6 (PD) consolidated the 72 residential unit entitlement while preserving the rest of the golf course in the OS-P zone. The intent, however, was that the property owner would not build these units and would transfer that entitlement to another property in South Jordan now known as Shoreline.

Parcel 1 is located along 4800 West, and includes the existing parking lot and undeveloped land south of the parking lot. The application proposes changing Parcel 1's land use designation to Economic Center, and its zoning from R-M-6 (PD) and a small portion from OS-P to C-C (Commercial-Community) with the Planned Development Floating Zone (C-C (PD)). The proposed zoning and development agreement would allow Glenmoor Gold Club to develop Parcel 1 according to the proposed concept plan, which includes putting a hotel south of the existing parking lot.

Parcel 2 is property along St. Andrews Drive. The land use designation is proposed to remain Open Space. The applicant is requesting that Parcel 2 be rezoned from R-M-6 (PD) to OS-P. This proposed rezone aligns with the land use designation and the OS-P zoning that surrounds Parcel 2.

The PD Floating Zone requires that a development agreement accompany the rezone of the property. The attached development agreement requires the applicant to build the project according to the concept plan and includes other obligations related to the development of Parcel 1. A draft copy of this agreement is included in the supporting materials.

The City mailed notices of the Planning Commission public hearing to property owners within 300 feet of the parcels. The City also posted notice of the hearing on-site and to the State Public Noticing Website. The applicant told staff that they invited the same recipients of the public notice to an open house event on October 18, 2023. City Code does not require this open house or other efforts to talk to neighbors, and City staff was not involved in those efforts.

## **STAFF FINDINGS, CONCLUSION & RECOMMENDATION:**

### **Findings:**

- The proposed land use amendment and rezone does not impair the development potential of the neighboring properties, and the parcels meet the minimum requirements of the proposed zones and can accommodate the zone requirements as modified by the PD Floating Zone.
- The proposed rezone of Parcel 1 to C-C (PD) aligns with the purpose of the PD Floating Zone, including creating a more viable golf course that will provide enhanced amenities to the community that will assist in preserving the golf course as viable open space.
- The concept plan reflects commercial uses that are consistent with the uses of the C-C zone. The development agreement further restricts what allowed uses in the C-C zone are permitted on Parcel 1.
- The requirements and obligations outlined in the development agreement will provide greater predictability for the City and the application regarding the future development and preservation of Glenmoor Golf Club.

### **Conclusion:**

The application meets the standards of review listed above and the requirements of City Code.

### **Recommendation:**

Staff recommends that the Planning Commission take comments at the public hearing; and **recommend approval** of the application (File # PLZBA202300172) to City Council, unless, during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

## **INFRASTRUCTURE ANALYSIS:**

An infrastructure analysis report is included in the supporting materials.

## **ALTERNATIVES:**

- Approve an amended application
- Deny the application
- Schedule the application for a decision at a future date

**SUPPORT MATERIALS:**

- Location Map
- Current Zoning Map
- Current Future Land Use Map
- Infrastructure Analysis Report
- Concept Plan
- Renderings
- Resolution R2023-50
- Glenmoor Development Agreement
- Resolution R2023-51
- Ordinance No. 2023-07-Z
- Notice of Applicants Open House
- Public Mailing Notice
- City Council Work Study Session Minutes

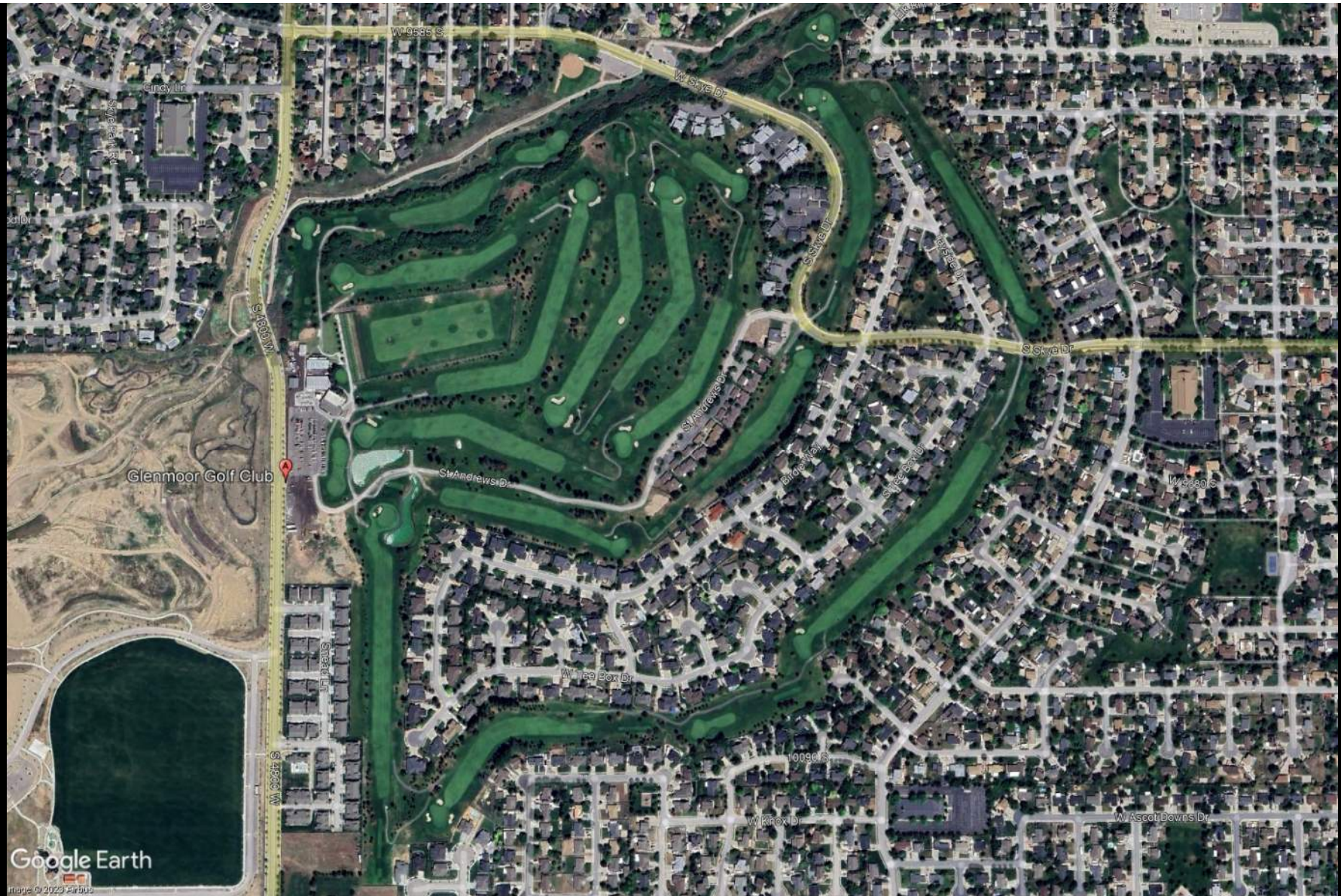


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Andrew McDonald  
Planner I



# Location Map





# Current Zoning (Top) & Future Land Use (Bottom) Map

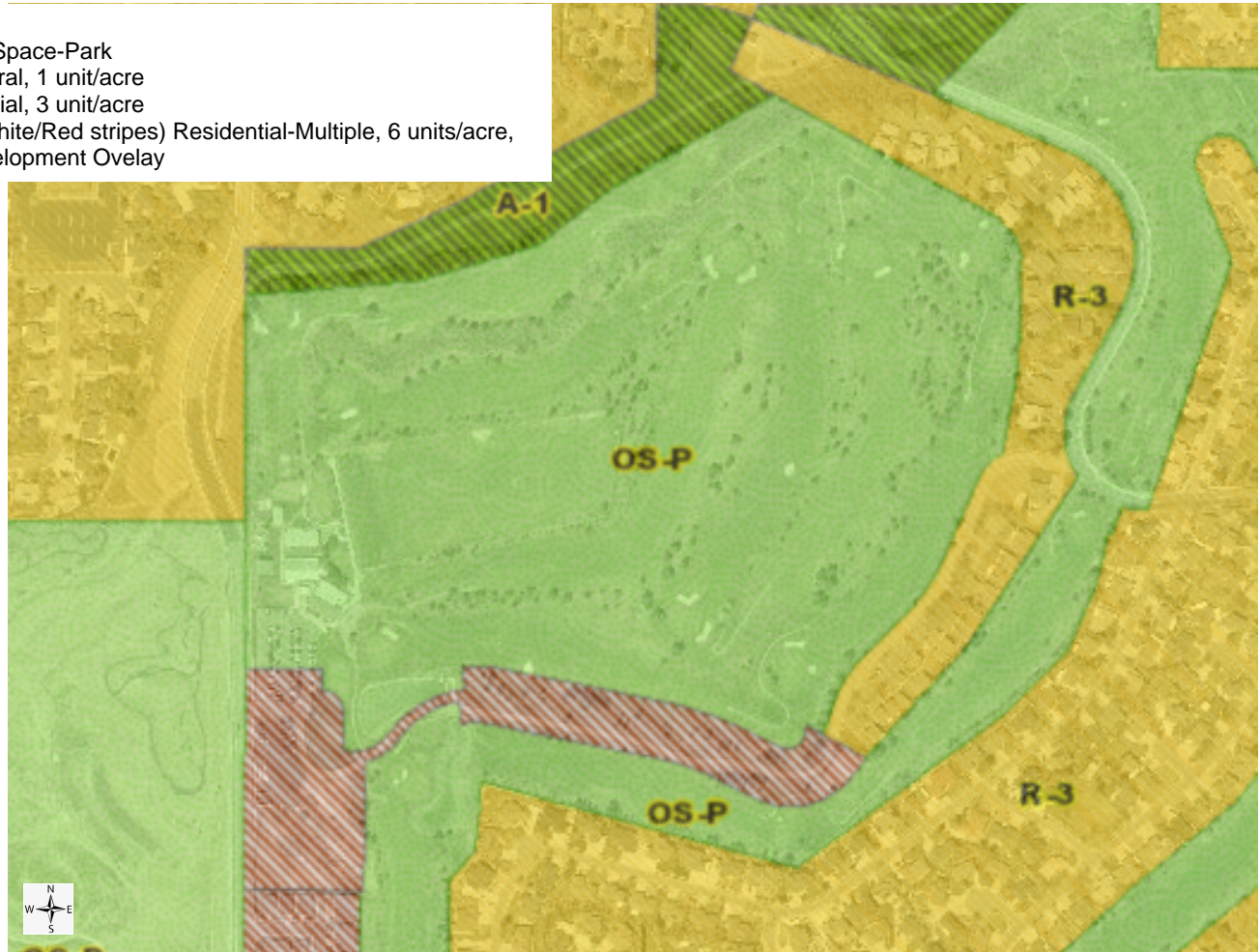
## KEY

OS-P: Open Space-Park

A-1: Agricultural, 1 unit/acre

R-3: Residential, 3 unit/acre

R-M-6PD: (White/Red stripes) Residential-Multiple, 6 units/acre,  
Planned Development Overlay



## KEY

SN: Stable Neighborhood

OS: Open Space

NA: Natural Area



# LAND USE AMENDMENTS & REZONE DEVELOPMENT PROJECTS

## INFRASTRUCTURE ANALYSIS

<b>Project Name/Number</b>	Glenmoor Resort – RM-6 (PD) – CC (PD) & OS-P
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<b>Planner Assigned</b>	Andrew McDonald
<b>Engineer Assigned</b>	Shane Greenwood

The Engineering Department has reviewed this application and has the following comments:

**Transportation:** *(Provide a brief description of the access, transportation master plan and how this change affects Master Plan, condition/status of existing roadways. Determine whether a Traffic Study should be completed)*

The subject property is located at 9800 South 4800 West, on Glenmoor Golf Course property adjacent to the club house. This proposed development will have three accesses from 4800 West, which includes one existing access and two new accesses. The 4800 West street should have sufficient capacity for the increase of traffic from this development, but at the time of Site Plan review a traffic analysis will be required.

**Culinary Water:** *(Provide a brief description of the water servicing the area, look into deficiencies, and determine if water modeling needs to be performed at this time, look at Water Master Plan and evaluate the change to the Master Plan)*

The subject property can be serviced by two water mains, one located in 4800 West street and the other running east-west through the proposed site and along the golf course maintenance road. According to city records, the main in 4800 West is a 12" line and the other is 8" line. The proposed water line connection, installation and road repair must meet city standards and specifications. Per City standards, a water model submittal is required.

**Secondary Water:** *(Provide a brief description of the secondary water servicing the area, briefly look into feasibility)*

Secondary water service is not required for this development.



**Sanitary Sewer:** *(Attach letter from South Valley Sewer stating that this zone/land use change does not affect service and that any future project can be serviced by the District)*


At the time of Site Plan approval, the developer must submit an approval letter from South Valley Sewer District stating sufficient capacity for any additional sewer connections to the sewer main in the area. It is anticipated that adequate sewer service is available.

**Storm Drainage:** *(How will this area be serviced for storm drainage, kept on site, Master Storm Plan, etc. any other issues with drainage)*


It is anticipated that the proposed storm drain system for the site will collect and retain 100% runoff on site. There may be a possibility of discharging into the 4800 West storm drain system at a restricted rate depending on capacity. At the time of development review, the developer is required to submit storm drain calculations for City review and approval.

**Other Items:** *(Any other items that might be of concern)*

**Report Approved:**

  
Development Engineer

10/16/23  
Date

  
Brad Klavano, PE, PLS  
Director of Engineering/City Engineer

10/16/23  
Date

# Concept Plan





# Renderings

## GLENMOOR RESORT















## RESOLUTION R2023-50

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN A MASTER DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF PROPERTY LOCATED AT 9800 SOUTH 4800 WEST.**

**WHEREAS**, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (the “City”) and is authorized to enter into 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 Developer now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property generally located at 9800 South and 4800 West (the “Property”); and

**WHEREAS**, the City Council of the City of South Jordan (the “City Council”) has determined that it is in the best interest of the public health, safety and welfare of the City to enter into the Master 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 Master Development Agreement for the Glenmoor Resort Project, attached hereto as **Exhibit A**.

**SECTION 2. Severability.** If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**SECTION 3. Effective Date.** This Resolution shall become effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: \_\_\_\_\_  
Dawn R. Ramsey

Attest: \_\_\_\_\_  
City Recorder

Approved as to form:

\_\_\_\_\_  
Office of the City Attorney



**EXHIBIT A**  
(Development Agreement)

**After recording, please mail to:**

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

Affected Parcel No.: 27-07-301-002

## **GLENMOOR MASTER DEVELOPMENT AGREEMENT**

The CITY OF SOUTH JORDAN, a Utah municipal corporation (the “**City**”), GLENMOOR, LLC, a Utah limited Company (the “**Master Developer**”), and GLENMOOR DH, LLC, a Utah limited company, and GLENMOOR FHC, LLC, a Utah limited company (hereafter the “**Owners**”), enter into this MASTER DEVELOPMENT AGREEMENT (this “**Agreement**”) this \_\_\_\_ day of \_\_\_\_\_, 2023 (“**Effective Date**”), and agree as set forth below. The City and Master Developer are jointly referred to as the “**Parties**” and each may be referred to individually as “**Party**.”

### **RECITALS**

WHEREAS, the Master Developer is under contract with the Owners of certain real property identified as Assessor’s Parcel Number 27-07-301-002 (the “**Property**”), specifically described in the attached Exhibit A; and

WHEREAS, the Master Developer intends to develop the Property as the Glenmoor Resort (the “**Project**”) consistent with the Concept Plan (Exhibit B); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Annotated 10-9a-102(2) *et seq.*, as amended, and (2) the South Jordan City Municipal Code (the “**City Code**”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the Planning and Land Use Ordinance of the City and is within the Residential-Multiple, 6 units per acre, Planned Development floating zone (the “**R-M-6 (PD) Zone**”) and the Open Space-Parks (the “**OS-P Zone**”); and

WHEREAS, the Master Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from the R-M-6 (PD) Zone and OS-P Zone to the Community-Commercial Planned Development Floating Zone (the “**C-C (PD) Zone**”). A copy of the City Code provisions of the Commercial-Corridor zone (the “**C-C Zone**”) is attached as Exhibit C. A copy of the and City Code provisions of the Planned Development Floating Zone (the “**PD Overlay Zone**”) designation is attached as Exhibit D; and

WHEREAS, the Master Developer and the City acknowledge that the development and

improvement of the Property pursuant to this Agreement will provide certainty useful to the Master Developer and to the City in ongoing and future dealings and relations among the Parties; and

WHEREAS, the City has determined that the proposed development contains features which advance policy goals and objectives of the South Jordan City General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of the City, and contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council (the “**City Council**”), pursuant to resolution R2023-50, a copy of which is attached hereto as Exhibit E; and

WHEREAS, this Agreement and all of its associated “legislative,” “broad, competing policy-considerations,” and “generally applicable” decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the South Jordan City Planning Commission on October 24, 2023 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii)(2023), in making a recommendation to the City Council.

WHEREAS, the City believes that this Agreement and the Zoning of the Property constitute the completion of the “legislative,” “broad, competing policy-considerations” and “generally applicable” decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

WHEREAS, the City intends that the implementation of those “legislative,” “broad, competing policy-considerations” and “generally applicable” decisions through the provisions and processes of this Agreement relating to “fixed criteria” are “administrative” in nature.

**NOW THEREFORE**, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained 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 Planning and Land Use Ordinances of South Jordan City.

1. City’s Future Laws means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

2. City’s Vested Laws means the ordinances, policies, standards and procedures of the City in effect as of the date of the execution of this Agreement.

3. Master Developer means Glenmoor, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this Agreement.

4. Owners or Owner means Glenmoor FHC, LLC, a Utah limited company and Glenmoor DH, LLC, a Utah limited company.

**B. Enforceability.** The City and the Master Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Master Developer relative to the Property shall vest, only if the City Council in its sole legislative discretion approves a zone change for the Property currently zoned as R-M-6 (PD) and OS-P to a zone designated as C-C (PD).

**C. Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to a C-C-PD Zone under the City Code as of the Effective Date. In the event of a discrepancy between the requirements of the City Code including the C-C-PD zone, and this Agreement, this Agreement shall control.

**D. Master Developer Obligations:**

1. Uses Defined. Uses are defined as set forth in City Code §17.18.060.

2. Concept Plan and Parking. The Master Developer agrees to construct the development consistent with the Concept Plan, the requirements set forth in this Agreement and the permitted uses of the C-C (PD) Zone as listed in Exhibit F. All uses may only be established if Master Developer can demonstrate that the available parking is sufficient based on the required parking ratios of City Code §16.26. A copy of City Code § 16.26 is attached as Exhibit G.

3. Lodging. The Project shall consist of a maximum of 105 lodging units as set forth in City Code §17.18.060.

4. Setbacks. There shall be a minimum 20-foot-wide landscaped setback between the parking and hotel shown on the Concept Plan and the neighboring Glenmoor Greens 3 Subdivision. All required setbacks shall meet the C-C zoning requirements. In the event of a discrepancy between the requirements of this Agreement and the City Code, including the C-C (PD) zone, this Agreement shall control.

5. Landscaping. The landscaping of the Project shall comply with the requirements set forth in City Code §17.60.020 and City Code §16.04.200.

6. Fencing. Master Developer may install fencing that is up to eight feet tall between the Project and the Glenmoor Greens 3 Subdivision

7. Golf Course Preservation. Master Developer and Owners shall continue with the operation of the Golf Course as a high-quality 18-hole golf course. From time-to-time Master Developer may, in its sole discretion, change the layout of the Golf Course and the location/design of the clubhouse for the Golf Course.



**E. City Obligations.**

1. Development Review. The City shall review development of the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations.

2. Minor Changes. The Planning Department, after conferring with the City Manager, may give administrative approval to minor modifications to the Master Developer Obligations and Concept Plan which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.

**F. Plat Language.** The recorded plats for the Project shall contain the following language in a note:

*This plat is subject to that certain Master Development Agreement dated \_\_\_\_\_, by and between the City of South Jordan, Glenmoor, LLC, a Utah limited Company, and Glenmoor DH, LLC, a Utah limited company, and Glenmoor FHC, LLC, a Utah limited company including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein and recorded on \_\_\_ as Entry No. \_\_\_, in book \_\_\_, at Page \_\_\_ of the Official Records of Salt Lake County.*

**G. Zoning and Vested Rights.**

1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the City, Owners and Master Developer intend that this Agreement grants Owners, Master Developer all rights to develop the Project in fulfillment of this Agreement and the City's Vested Laws except as specifically provided herein. The Parties intend that the rights granted to Owners and Master Developer under this Agreement are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement grant to Owners and Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 4.2 are subject to only the following exceptions:

- a. *Owners and Master Developer Agreement.* City's Future Laws that Owners and Master Developer agrees in writing to the application thereof to the Project;
- b. *State and Federal Compliance.* City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
- c. *Codes.* City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International

Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

- d. *Taxes.* Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,
  - e. *Fees.* Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.
  - f. *Compelling, Countervailing Interest.* Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2023).
3. Reserved Legislative Powers. The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2023) and the United States, the City's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Master Developer and Owners under the terms of 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 legislative changes affecting the vested rights of Owners and/or the Master Developer under this Agreement shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer and Owners shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

**H. Term.** This Agreement shall be effective as of the date of recordation, 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 December 31, 2034.

**I. Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer the City will execute an estoppel certificate to any third party certifying that Master Developer is not in default of the terms of this Agreement.

**J. Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part with the consent of the City as provided herein.

1. Sale of Lots. Master Developer's selling or conveying lots in any approved Subdivision to others shall not be deemed to be an "assignment" subject to the above-referenced approval by the City.

2. Related Entity. Owner's transfer of all or any part of the Property to any entity "related" to any Owner (as defined by regulations of the Internal Revenue Service), Owner or Master Developer's entry into a joint venture for the development of the Project or Owner's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owner. Owner and Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

3. Notice. Owner and Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

4. Time for Objection. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

5. Partial Assignment. If any proposed assignment is for less than all of Owner or Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Owner and/or Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

6. Denial. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owner or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Prior to giving consent the City may request and the proposed assignee shall provide all of the assignee's financial records.



7. Assignees Bound by Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

**K. Satisfaction and Termination of the Golf Course Agreement.** Master Developer acknowledges that the transfer of 72 Residential Dwelling Units to the Shoreline Project is a complete satisfaction of the City's obligations under the Golf Course Agreement and that, therefore, the Golf Course Agreement is deemed satisfied, performed and the Golf Course Agreement is hereby terminated.

**L. Default.**

1. Notice. If Owners, Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Owners and Master Developer.

2. Contents of the Notice of Default. The Notice of Default shall:

- a. *Specific Claim.* Specify the claimed event of Default;
- b. *Applicable Provisions.* Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;
- c. *Materiality.* Identify why the Default is claimed to be material; and
- d. *Optional Cure.* If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration

3. Remedies. If the parties are not able to resolve the Default, then the parties may have the following remedies:

- a. *Law and Equity.* All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
- b. *Security.* The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- c. *Future Approvals.* The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Owners or Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the

4. Public Meeting. Before any remedy in Section 9.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.
5. Emergency Defaults. Anything in this Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.3 without the requirements of Sections 9.4. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and Owners, Master Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.
6. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.
7. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

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 10 days before the date on which the change is to become effective:

If to Master Developer: Glenmoor, LLC  
Attn: Kirk Young  
527 East Pioneer Road, Suite 200  
Draper, Utah 84020  
kirk@projectutah.com

Bruce R. Baird, Esq.  
Bruce R. Baird PLLC  
2150 South 1300 East, Fifth Floor  
Salt Lake City, Utah 84106  
[bbaird@difficultdirt.com](mailto:bbaird@difficultdirt.com)

If to the Owners:

Glenmoor DH, LLC  
Attn: Kirk Young  
527 East Pioneer Road, Suite 200  
Draper, Utah 84020  
[kirk@projectutah.com](mailto:kirk@projectutah.com)

Glenmoor FHC, LLC  
Attn: Kirk Young  
527 East Pioneer Road, Suite 200  
Draper, Utah 84020  
[kirk@projectutah.com](mailto:kirk@projectutah.com)

Bruce R. Baird, Esq.  
Bruce R. Baird PLLC  
2150 South 1300 East, Fifth Floor  
Salt Lake City, Utah 84106  
[bbaird@difficultdirt.com](mailto:bbaird@difficultdirt.com)

2. Mailing Effective. Notices given by mail shall be deemed delivered 72 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 to each other 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. Master 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. Master Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Master Developer represents to the City that by entering into this Agreement Master



Developer has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

6. Master Developer's Waiver of Penalty for Failure to Disclose. Master Developer is a sophisticated business entity and has retained an attorney in good standing in the State of Utah who is familiar with land use and development law. Master Developer understands that it has entered into this Development Agreement at the Master Developer's request and has negotiated for the terms herein. Further, Master Developer understands and acknowledges that it is voluntarily restricting some or all of its rights under clearly established state law and that the restrictions of those rights are entirely contained herein as required by Utah Code 10-9a-532(2)(c)(i) and are fully understood by Master Developer. Further Master Developer agrees that to the maximum extent permitted by law and equity, and understanding Utah Code 10-9a-532(2)(c)(ii), Master Developer waives any and all rights to have any provision voided in the Development Agreement pertaining to undisclosed rights. Finally, if a Court of competent jurisdiction does void any provision in the Agreement pertaining to undisclosed rights then I agree that this entire Agreement is null and void.

7. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the 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.

8. 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 to this Agreement 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.

9. 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 Master Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

10. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the 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.

11. Upsizing/Reimbursements to Master Developer. The City shall not require Master Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial

arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsize to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the City to limit access to any roads built by Master Developer shall be considered an “upsizing” and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

12. Mediation. In the event of a dispute over any of the terms or obligations of this agreement the parties shall first try to negotiate a resolution and if unsuccessful shall consider submitting the dispute to mediation.

13. Attorney’s Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and court costs.

14. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto 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.

15. No Third Party Rights. The obligations of the Master Developer and the 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.

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

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the Effective Date.

[SIGNATURES FOLLOW ON NEXT PAGE]

**APPROVED AS TO FORM:**

---

Attorney for the City

:SS

Notary Public  
My Commission Expires:

$$:SS$$

Notary Public  
My Commission Expires:

Development Agreement – GLENMOOR  
Page 12 of 13





**Exhibit A**

(Legal Description of the Property)

Parcel ID: 27-07-301-002

Beginning at a point being South 00002'00" East 228.00 feet along the section line from the West Quarter Corner of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 153.07 feet; thence South 00002 1 00" East 19.47 feet; thence South 62 0 26'00" East 171.27 feet; thence South 09 0 05 1 00 11 East 296.03 feet; thence North 47 0 12 100 11 East 105.81 feet; thence Northeasterly 189.17 feet along the arc of a 241.00 foot radius curve to the right (center bears South 42 048 1 02" East and the chord bears North 69 041 1 09" East 184.35 feet with a central angle of 44 0 58 1 21"); thence South 02 0 12'00" West 76.16 feet; thence Southwesterly 129.60 feet along the arc of a 165.00 foot radius curve to the left (center bears South 02 0 12'06" West and the chord bears South 69 042'02" West 126.29 feet with a central angle of 45 0 00'07 1 '); thence South 47 0 12'00 tt West 116.55 feet; thence South 00 0 02 1 00" East 277.68 feet; thence South 89 0 58 109" West 395.00 feet to the section line; thence North 000 02 1 00" West 732.16 feet along the section line to the point of beginning. Contains 270,947 Square Feet or 6.220 Acres

## **Exhibit B**

(Concept Plan)









Exhibit B to Development Agreement – GLENMOOR  
Page 3 of 3

## **Exhibit C**

(C-C Code Provisions)

### **CHAPTER 17.60 COMMERCIAL ZONES**

#### **17.60.010: PURPOSE**

#### **17.60.020: DEVELOPMENT AND DESIGN STANDARDS**

#### **17.60.030: OTHER REQUIREMENTS**

#### **17.60.010: 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 commercial areas in the city. This chapter shall apply to the following commercial zones established in chapter 17.20, "Zone Establishment", of this title: C-N, C-C, and C-F zones. Uses may only be conducted in commercial zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use, and other associated use regulations are found in chapter 17.18, "Uses", of this title.

- A. C-N Zone: The purpose of the C-N zone is to provide areas where small scale commercial retail and service uses may be located to accommodate the daily needs of local residents and passing motorists. Uses should be harmoniously integrated with surrounding neighborhoods and impose minimal detriment resulting from traffic, lighting, noise, or other negative effects.
- B. C-C Zone: The purpose of the C-C zone is to provide areas for large scale community or regional retail and service uses. These areas will generally be located near major transportation hubs but should be designed to buffer neighboring residential areas. Coordinated circulation, architecture and landscaping and a balance of uses should be incorporated in developments.
- C. C-F Zone: The purpose of the C-F zone is to provide areas along the interstate freeway for major commercial uses that are both compatible with and dependent on freeway visibility and access. Developments should be generally upscale with attention given to coordination of traffic circulation and building placement. Developments should provide a pleasing and functional environment that represents the quality of life in the city and also enhances employment opportunities and the retail tax base of the city.

(Ord. 2015-09, 12-1-2015)

#### **17.60.020: DEVELOPMENT AND DESIGN STANDARDS**

- A. Development Review: Uses proposed in commercial zones may only be established in conformance with the city's development review procedures. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in commercial zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or

plats may not be altered without prior approval of the city, except as allowed under state law.

- B. Area Requirements: Commercial zones shall comply with the requirements in the area requirements table below. A C-N zone shall not be established when located within one-third (1/3) mile of another commercial zone (C-N, C-C, or C-F).

<b>Zone</b>	<b>Minimum Zone Area (Acres)<sup>1</sup></b>	<b>Maximum Zone Area (Acres)<sup>1</sup></b>	<b>Minimum Project Area (Acres)<sup>2</sup></b>	<b>Minimum Lot Area (Acres)</b>
C-N	1	10 <sup>3</sup>	1	n/a
C-C	5	n/a	1	n/a
C-F	5	n/a	1	n/a

C. Notes

<sup>1</sup>"Zone area" is defined as all contiguous lots or parcels that have the same zoning designation. A zone area intersected by a public right of way is considered as 1 zone area.

<sup>2</sup>"Project area" is defined as a development for which preliminary plat or site plan approval has been proposed or granted.

<sup>3</sup>A C-N zone area not traversed by a public right of way shall not exceed 5 acres.

- D. Density: There is no restriction on the number of lots or parcels or the number of buildings on a lot or parcel, except as may be limited by other standards, regulations, or requirements of this title (planning and land use ordinance), in commercial zones.
- E. Lot Width And Frontage: No minimum lot width is required for lots in Commercial Zones. Lots not fronting on a street must be accessible to the public via a recorded easement or right-of-way.
- F. Yard Area: The following yard area requirements apply to lots or parcels in Commercial Zones:
1. The following minimum yard area requirements apply to main and accessory buildings: (Ord. 2015-09, 12-1-2015)
    - a. The required yard area for front, side, and rear yards shall extend a distance of twenty feet (20') away from and along a property line adjacent to the edge of a public right-of-way (back of sidewalk for a typical street cross section). An alternative edge line to be used for measuring the minimum yard area may be established where an atypical street cross section exists and when recommended by the Planning Director and approved by the Planning Commission. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
    - b. The required yard area for front, side, and rear yards shall extend a distance of thirty feet (30') away from and along a property line adjacent to a Residential or Agricultural Zone.

2. The minimum yard area requirement may be reduced, when the reduction does not violate clear vision requirements of this Code, in the following circumstances:
    - a. The required yard area of subsection E1a of this section may be reduced from twenty feet (20') to ten feet (10') for buildings designed with a public entrance to the building that is oriented toward and directly connected to the adjacent right-of-way by a pedestrian walkway and the side of the building that is oriented to the right-of-way includes architectural elements that distinguish it as the primary pedestrian access to the building.
    - b. Should an adjacent Residential or Agricultural zoned property have a future land use designation that is not residential or agricultural, the required yard area of subsection E1b of this section may be reduced if approved by the Planning Commission with site plan review.
  3. The following may be projected into any required yard area in Commercial Zones:
    - a. Fences and walls in conformance to City codes and ordinances.
    - b. Landscape elements, including trees, shrubs and other plants.
    - c. Minor utility or irrigation equipment or facilities.
    - d. Decks not more than two feet (2') in height.
    - e. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to a building that does not extend more than two feet (2') into a side yard area or four feet (4') into a front or rear yard area.
    - f. Chimneys, fireplace keys, box or bay windows, or cantilevered walls attached to the building not exceeding 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 access in Commercial Zones shall comply with title 16, chapter 16.26, "Parking And Access", of this Code; chapter 17.18, "Uses", of this title; title 10, "Vehicles And Traffic", of this Code; and the following:
1. Surface parking areas, except for approved street parking, shall not be located between a building and a public right-of-way on lots or parcels adjacent to a public right-of-way. This requirement shall only apply to one side of a lot or parcel that is adjacent to a public right-of-way on multiple sides.
  2. Surface parking areas, except for approved street parking, located within thirty feet (30') of a public right-of-way shall be screened by grading, landscaping, walls/fences, or a combination of these, to a height of three feet (3') above the surface of the parking area. (Ord. 2015-09, 12-1-2015)
  3. The Planning Director may approve an exception to the requirements of this subsection F if he or she determines that any of the requirements are not reasonably possible based on the unique characteristics of the site. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
- H. **Fencing, Screening And Clear Vision:** The fencing, screening and clear vision requirements of this section shall apply to all Commercial Zones: (Ord. 2015-09, 12-1-2015)
1. 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 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. The boundary of a Commercial Zone that is not in or adjacent to a public right-of-way and that is adjacent to a Residential or Agricultural Zone shall be fenced with a six foot (6') high, decorative precast concrete panel or masonry fence as determined with development approval. A six foot (6') solid vinyl boundary fencing may be used in unusual circumstances such as when the Commercial Zone is adjacent to property which is master planned for nonresidential uses. A higher fence may be required or allowed in unusual circumstances. A building permit may be required for fences and walls according to applicable Building Codes. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined with development approval.
  3. No wall, fence or screening material shall be erected between a street and a front or street side building line in Commercial Zones, except as required by subsection G1 of this section.
  4. Landscape materials within a Clear Vision Area shall comply with Section 16.04.200 (J).
- I. Architecture: The following exterior materials and architectural standards are required in Commercial Zones:
1. Applicants for development approval shall submit for site plan review architectural drawings and elevations, exterior materials, and colors of all proposed buildings. In projects containing multiple buildings, the applicant shall submit a design book that includes an architectural theme, features, exterior materials and colors governing the entire project.
  2. All building materials shall be high quality, durable and low maintenance.
  3. In the C-N Zone, exterior walls of buildings shall be constructed with a minimum of fifty percent (50%) brick or stone. The balance of exterior wall area shall consist of brick, stone, glass, decorative integrally colored block and/or no more than fifteen percent (15%) stucco or tile. Other materials may also be used for decorative accents and trim in the C-N Zone with development approval. Roofs in the C-N Zone shall be hipped or gabled with a minimum six to twelve (6:12) pitch.
  4. Exterior walls of buildings that are longer than sixty feet (60') in length shall have relief features at least four inches (4") deep at planned intervals.
  5. All sides of buildings shall receive design consideration.
  6. Signs shall meet requirements of title 16, chapter 16.36 of this Code and shall be constructed of materials that are consistent with the buildings that they identify.
  7. Buildings and structures in Commercial Zones shall not exceed the height shown in the maximum building height table below unless otherwise allowed in this title.

<b>Zone</b>	<b>Main Building</b>	<b>Other Structures</b>

C-N	35 feet	25 feet
C-C	35 feet	35 feet
C-F	No maximum	No maximum

8. The exteriors of buildings in Commercial Zones shall be properly maintained by the owners. (Ord. 2015-09, 12-1-2015)
- J. Grading And Drainage: All developments shall be graded to comply with subsection 16.10.040E9 of this Code and as required by the Planning Department to provide adequate drainage. Buildings shall be equipped with facilities that discharge of all roof drainage onto the subject lot or parcel. (Ord. 2015-09, 12-1-2015; amd. Ord. 2019-01, 3-5-2019)
- K. Landscaping: The following landscaping requirements and standards shall apply in Commercial Zones. Landscaping in Commercial Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.
  1. The area of front, side, and rear yards along an adjacent property line and extending away from the property line a distance prescribed in the requirements of this subsection shall be landscaped with grass, trees, and other live plant material.
    - a. The required yard landscape area for a yard adjacent to a residential or agricultural zone shall be not less than ten feet (10'), except that no yard landscape area is required when a yard area reduction has been approved according to subsection E2 of this section.
    - b. The required yard landscape area for a yard adjacent to a public right of way shall be twenty feet (20'), except that no yard landscape area is required when a yard area reduction has been approved according to subsection E2 of this section.
  2. All areas of lots or parcels in commercial zones not approved for parking, buildings, or other hard surfacing shall be landscaped and properly maintained with grass, deciduous and evergreen trees, and other plant material in conjunction with a landscape plan for the development that has been designed and prepared by a landscape architect and approved by the planning commission.
  3. A minimum of one tree per five hundred (500) square feet, or part thereof, of required landscaped yard areas is required in commercial zones in addition to other trees required in this section. A minimum of thirty percent (30%) of required yard area trees shall be minimum seven foot (7') tall evergreens. Deciduous trees shall be minimum two inch (2") caliper. Deciduous and evergreen trees required in this section need not be equally spaced but shall be dispersed throughout the required yard areas on the site.
  4. All collector street and other public and private park strips in commercial zones shall be improved and maintained by the adjoining owners according to specifications adopted by the city unless otherwise allowed with development approval. Park strip trees shall not be planted within thirty feet (30') of a stop sign.

5. Trees shall not be topped and required landscape areas shall not be redesigned or removed without city approval. Property owners shall replace any dead plant material in accordance with the requirements of this chapter and the conditions of site plan or plat approval.
6. The following landscaping requirements shall apply to parking areas:
  - a. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of parking rows. Planters shall be at least five feet (5') wide.
  - b. Shade trees shall be planted between double parking rows at minimum intervals of six (6) stalls and along single parking rows at minimum intervals of three (3) stalls and no farther than six feet (6') from the parking area. Shade trees are not required in parking rows which are adjacent to buildings.
  - c. All landscaped areas adjacent to parking areas shall be curbed.
7. Developments 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 areas so included and perpetually preserved may be counted toward required yard space for the development. If approved by the city engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without written approval of any entity or agency having jurisdiction over said waterways.
8. All required landscaping shall be installed (or escrowed due to season) prior to occupancy.
9. All landscaped areas, including adjoining public right of way areas, shall be properly irrigated and maintained by the owners.
- L. Lighting: The following lighting requirements shall apply in commercial zones:
  1. Applicants for development approval shall submit a lighting plan, which shall include a photometric analysis.
  2. Site lighting shall adequately light all parking areas, walkways, and common areas. Site lighting shall be designed and/or shielded to prevent glare on adjacent properties.
  3. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
  4. Lighting fixtures on public property shall be architectural grade and consistent with a streetlight design approved by the city engineer.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2021-09, 5-4-2021)

## HISTORY

*Amended by Ord. 2022-16 on 12/6/2022*

### **17.60.030: OTHER REQUIREMENTS**

1. Private Covenants: The developer of a condominium project in a commercial zone shall submit a proposed declaration of covenants to the city attorney for review, including an opinion of legal counsel licensed to practice law in the state that the condominium meets

requirements of state law, and record the covenants with the condominium plat for the project.

2. Maintenance: All private areas in developments shall be properly maintained by the property owners.
3. Easements: Buildings may not be located within a public easement.
4. Phasing Plan: Applicants seeking development approval of a phased project shall submit for review at the time of preliminary plat or site plan approval a project phasing plan. Development shall be in accordance with the project phasing plan unless the city approves a revised project phasing plan.
5. Nonconforming Lots Or Parcels: Nonconforming lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of a commercial zone shall be brought into conformance with the requirements of this chapter prior to development.

(Ord. 2015-09, 12-1-2015; amd. Ord. 2016-05, 5-3-2016)



## **Exhibit D**

(PD Overlay Zone)

### **17.130.050: PLANNED DEVELOPMENT FLOATING ZONE**

#### **17.130.050.010: PURPOSE**

#### **17.130.050.020: ESTABLISHMENT**

#### **17.130.050.030: AMENDMENTS**

#### **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. Except in those instances where the Applicant is the City of South Jordan the development plan shall be approved by development agreement in conjunction with the rezoning approval. If the Applicant is the City of South Jordan the development plan may be approved as part of the rezone without a development agreement.

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.

**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:
  1. Site plan/conceptual subdivision plan;
  2. Circulation and access plan;
  3. Building elevations, materials, and colors;
  4. Landscape and open space plan;
  5. Signage plan;
  6. Lighting plan; and
  7. 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.
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.

**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.
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.

#### HISTORY

*Amended by Ord. 2016-05 on 5/3/2016*

*Amended by Ord. 2019-01 on 3/5/2019*

*Amended by Ord. 2023-07 on 5/2/2023*

#### **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. Except in those instances where the Applicant is the City of South Jordan any amendment to an approved PD District requires that the corresponding development agreement also be amended.

#### HISTORY

*Amended by Ord. 2016-05 on 5/3/2016*

*Amended by Ord. 2023-07 on 5/2/2023*

**Exhibit E**

(Resolution 2023-50 – to be inserted once executed excluding Exhibit A)

## **Exhibit F**

### **(C-C (PD) Permitted Uses)**

- Lodging
- Office
- Personal Services not including the following uses:
  - Clothing rental and tailoring
  - Laundry/dry cleaning
  - Tanning salon
- Restaurant
- Arts & Recreation
- Outdoor Recreation
- General Retail not including the following uses:
  - Building, hardware, and garden materials and supplies
  - Pet store
  - Pets
  - Pharmacy and drug
  - Secondhand and pawn
  - Tobacco and alcohol
  - Vehicle and equipment parts and supplies
- Freestanding Kiosk



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**Exhibit G**

(City Code §16.26)

**CHAPTER 16.26 PARKING AND ACCESS**

**16.26.010: PURPOSE AND OBJECTIVES**

**16.26.020: PEDESTRIAN AND VEHICLE ACCESS STANDARDS**

**16.26.030: PARKING STANDARDS**

**16.26.040: PARKING RATIOS**

**16.26.050: PARKING AND ACCESS FOR DISABLED PERSONS**

**16.26.010: PURPOSE AND OBJECTIVES**

This chapter is established to provide minimum standards for parking stalls, parking areas and access to and from developments. The following objectives should guide the implementation of these standards:

1. Promote traffic circulation in and between developments.
2. Minimize access points on collector and arterial streets.
3. Mitigate environmental impacts of parking areas.
4. Enhance safety and efficiency in vehicular and pedestrian movement.
5. Encourage convenience and efficiency of parking areas.
6. Encourage aesthetic design of parking and loading areas.

(Ord. 2007-01, 1-16-2007)

**16.26.020: PEDESTRIAN AND VEHICLE ACCESS STANDARDS**

- A. All new development, except where privately controlled access is approved by the city council, shall have access to a public street. Any development requiring site plan or plat approval shall meet the minimum street and access requirements of this chapter and all city engineering requirements, which may include a traffic study, and be approved by the city engineer. The planning commission shall review all proposed plans for access as part of the site plan and subdivision review. Variations from minimum standards may be recommended by the city engineer.
- B. Streets and related improvements shall be designed, constructed and dedicated according to state and/or city standards and when rationally related to the impact of the project on the city's transportation system, including the road and bridge design and construction standards, and according to the alignments and design widths established by the city.
- C. Accesses shall be designed with right angles to public streets. Driveways and streets shall be aligned with other driveways and streets as required by the city engineer.
- D. Reciprocal and shared driveways shall be required as deemed necessary by the city engineer. All such driveways and accesses shall be documented with easements and/or agreements recorded with the Salt Lake County recorder.

- E. The number and spacing of access points and their locations shall be determined by UDOT, if on a state road, or by the city based upon the approval of the city engineer, with the minimum standards listed below. The city engineer, based upon good engineering judgment, may allow a modification to these minimum standards. Distances shall be measured from the edge of the pavement (where no curb exists) or back of curb of a driveway and from the existing or planned right of way line of a street. Intercepting streets on opposite sides of collector or arterial streets shall be aligned as required by the city. Double frontage lots may be accessed only from neighborhood streets, not from collector or arterial streets.

Maximum number of accesses to each lot	1 per 300 feet of street frontage, or part thereof, or less if shared access is required
Minimum access and/or street separation on collector street	100 feet
Minimum access separation on neighborhood street	20 feet
Minimum access and street separation on neighborhood street	30 feet
Minimum access width (2-way, 2 lane)	24 feet
Maximum access width (2-way, 2 lane)	30 feet
Minimum access width (1-way, 1 lane)	12 feet
Maximum access width (1-way, 1 lane)	15 feet
Maximum access width with minimum 4 foot wide landscaped median	40 feet
Minimum access width, single-family residence	12 feet
Maximum access width, single-family residence	30 feet

- F. All internal driveways shall have minimum widths of twenty four feet (24') for two-way driveways and twelve feet (12') for one-way driveways which are clearly marked as such.
- G. Loading and delivery areas shall be accessed by paved driveways which are separated from customer parking and pedestrian areas. No loading area shall be provided in the public right of way. Loading areas shall be located at the rear or sides (not street sides) of buildings and shall be of adequate size to accommodate backing and maneuvering of delivery vehicles. Loading areas shall be screened from view from public streets and

adjacent properties with fences, walls, landscaping or architectural features consistent with the building. Drive-up windows may be located on the street side of a building only if:

1. This arrangement provides for optimum traffic circulation and safety;
  2. This arrangement mitigates impacts to neighboring properties;
  3. The architectural appeal of the building is maintained on the drive-up window side; and
  4. Additional landscaping and/or architectural features are used to enhance the aesthetic appeal of the development.
- H. Defined pedestrian access shall be provided to connect developments, buildings, streets and parking areas. Sidewalks over which parked vehicles may overhang shall be at least six feet (6') wide on single parking rows and eight feet (8') wide between double rows. Sidewalks adjacent to parking stalls shall be at least four inches (4") higher than parking surfaces.
- I. New developments shall reasonably accommodate mass transit facilities. The Utah transit authority shall be consulted for commercial developments over five (5) acres and residential developments containing over one hundred (100) dwelling units. The city may require that special access for buses and waiting areas or shelters for mass transit passengers be incorporated with larger developments.
- J. If approved by the city, cash may be paid to the city in the amount of one hundred twenty five percent (125%) of the estimated cost of required street and related improvements to defer construction of improvements to existing roads and related improvements or portions thereof which are designated for widening or realignment in the transportation master plan and are rationally related to the impact of the proposed development on the city transportation system. If street improvements are postponed, the developer shall dedicate the right of way as required in subsection B of this section.
- K. All pedestrian walkways and vehicular parking and access areas shall be paved with masonry, concrete or asphalt and maintained in good condition. Pavement markings for parking stalls, disabled persons, crosswalks, travel lanes, driveways, fire lanes and loading areas shall also be maintained in good condition.
- L. Access shall be designed to facilitate safe and efficient vehicle and pedestrian movement. Additional requirements may be placed on developments to accommodate emergency vehicle access or to enhance traffic circulation and safety.
- M. Access to developments shall accommodate landscaped islands and trees as described in the landscape requirements of this title.

(Ord. 2008-09, 7-1-2008)

#### **16.26.030: PARKING STANDARDS**

- A. All commercial, industrial, institutional and multi-family residential developments shall have permanent, clearly marked parking spaces designed and constructed according to provisions of this chapter. Any development requiring site plan or plat approval shall meet the minimum parking requirements of this chapter and be approved by the City. The Planning Commission shall review and approve all proposed plans for parking.

- B. All parking areas shall be paved with concrete or asphalt and shall be maintained in good condition. Striping shall also be maintained in good condition to clearly define parking stalls, driveways, markings for disabled persons, crosswalks, pedestrian and travel lanes, loading areas and fire lanes.
- C. Parking areas shall be constructed to accommodate drainage and access requirements of City ordinances.
- D. The required off street parking facilities shall be the continuing obligation of the property owner as long as the use requiring said parking facilities is continued. Parking facilities existing at the time of adoption of this chapter which are nonconforming with the provisions of this chapter may continue; provided, that the use of the premises is not replaced by one requiring additional parking stalls. Any expansion or intensification of the use of the property shall be accompanied by compliance with the parking requirements of this chapter.
- E. Parking facilities shall be provided on the same lot as the use for which the parking facilities are required, except for approved common or off premises parking facilities. Common or off premises parking facilities are not permitted in agricultural or residential zones, except as allowed by the Planning Commission with a conditional use permit.
- F. Off premises parking facilities may be used to satisfy requirements of this chapter with City approval; provided, that all provisions of this chapter continue to be met.
- G. Common parking facilities for more than one use may be used to satisfy the requirements of this chapter. The minimum number of parking spaces for the combined uses on the lot shall be the total of the parking spaces required for the individual uses.
- H. No parking area backing space shall be provided in the public right-of-way, except for approved on street parking.
- I. All parking areas and driveways shall be bordered with concrete curb walls or other approved barriers except where adjacent to future phases of development as determined by the City.
- J. Parking structures shall be considered buildings for purposes of the yard requirements of this title. (Ord. 2007-01, 1-16-2007)

Stall width	9 feet
Disabled stall width	According to the requirements of the Americans With Disabilities Act
Stall depth	20 feet
Stall depth when minimum 6 foot (or 8 feet for double rows) wide curbed landscape planter or sidewalk is used for overhang (minimum 4 feet of planter or sidewalk must remain clear)	18 feet

Parallel stall length	26 feet
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K. The following minimum design standards shall apply to parking stalls:

(Ord. 2018-07, 5-15-2018)

- L. Diagonal parking stalls may be used provided that the minimum rectangular dimensions for the stall are maintained.
- M. All parking areas shall be lit. A lighting plan shall accompany all parking area proposals. Lighting shall be arranged or shielded to prevent glare on adjacent residential or agricultural properties.
- N. Parking stalls required for a particular use shall be located within a four hundred foot (400') radius of said use. Parking areas may not be divided from the uses they serve by public streets.
- O. Parking areas in all developments shall be designed to accommodate emergency access as determined by the City Council. Parking areas in residential developments shall be designed to accommodate recreational vehicles including watercraft, campers, motor homes, snowmobiles, all-terrain vehicles and travel trailers.
- P. Parking areas shall accommodate landscaped islands and trees as described in the landscape requirements of this title.

(Ord. 2007-01, 1-16-2007)

#### **16.26.040: PARKING RATIOS**

The following ratios shall be used in computing the number of parking stalls required for the uses listed. The city council may determine the requirements for individual developments if a use is not listed or under unusual circumstances in which a greater or lesser number of parking stalls is justified.

Use Required	Spaces
Animal services	1 per 200 square feet of floor area
Beauty and hair salons	3 per chair
Bowling alley	4 per lane
Car wash, automatic or self-serve	1 per bay for cleaning or drying plus 2 stacking per bay
Car wash or fast lube	1 per employee at maximum shift change plus 4 stacking per bay



Churches, synagogues and temples	1 per 3 seats in fixed seating area plus 1 per 100 square feet of floor area of additional areas
Convenience stores and gas stations	1 per 150 square feet of floor area
Daycare centers and preschools	1 per 300 square feet of floor area
Dry cleaners and laundries	1 per 200 square feet of floor area
Emergency services, medical clinics and treatment	1 per 200 square feet of floor area
Golf course	2 per hole plus 1 per 200 square feet of floor area
Golf driving range	1 per tee plus 1 per 200 square feet of floor area
Government	1 per 400 square feet of floor area
Group, disabled or nursing home	1 per 3 beds plus 1 per employee
Home occupations with customers on premises in addition to standard residential requirements	1 per dwelling
Horseback riding and stables	1 per horse or stable
Hospitals	2 per bed
Hotels and motels	1 per room
Libraries, museums and art galleries	1 per 300 square feet of floor area
Manufacturing, processing and assembling	1 per 800 square feet of floor area or 1 per employee at maximum shift change
Miniature golf, skateboard parks, water parks and skating rinks	As determined by the city on a case by case basis
Mortuaries and crematoria	1 per 3 seats in assembly area
Motor vehicle and other light repair	1 per 100 square feet of floor area plus 1 per employee at maximum shift change

Motor vehicle or other heavy repair	1 per 200 square feet of floor area plus 1 per employee at maximum shift change
Motor vehicle sales or rental	1 per 400 square feet of floor area
Movie theaters	1 per 3 seats
Office	1 per 300 square feet of floor area
Outdoor markets, garden nurseries and greenhouses	1 per 400 square feet
Post office	1 per 200 square feet of floor area
Recreation, amusement, entertainment and other assembly	1 per 4 seats if seating is known or 1 per 100 square feet of floor area
Residential:	
Multi-family dwelling	1.5 per 1 bedroom unit
	2 per 2 bedroom unit
	2.5 per 3 or more bedroom unit
Single-family dwelling	2 per dwelling
Two-family dwelling	4 per dwelling
Restaurants	1 per 100 square feet of floor area or 1 per 4 seats
Restaurants with drive-up	1 per 100 square feet of floor area or 1 per 4 seats plus 5 stacking
Retail sales or rental	1 per 200 square feet floor area
Schools:	
Elementary and secondary	5 per classroom
High school	15 per classroom

Colleges, universities and vocational schools	1 per 100 square feet of floor area
Social, fraternal, professional and other meeting halls	1 per 300 square feet of floor area
Stadiums	1 per 4 seats
Swimming pools	1 per 4 persons based on capacity
Telemarketing, wholesale (no customers on premises)	1 per employee at maximum shift change
Warehousing, distribution and storage	1 per 800 square feet of floor area or 1 per employee at maximum shift change
Weight reduction, health and fitness centers	1 per 200 square feet of floor area
Wholesale with customers	1 per 400 square feet of floor area

(Ord. 2012-14, 10-2-2012)

#### **16.26.050: PARKING AND ACCESS FOR DISABLED PERSONS**

All buildings and uses on the site shall be equipped with appropriate means of access for disabled persons. Said access shall meet requirements of the building code. Standards of the Americans with disabilities act should be followed to provide safe and convenient access for the disabled. Failure to comply with any of the requirements of the Americans with disabilities act does not constitute a violation of this chapter.

(Ord. 2007-01, 1-16-2007)

## **RESOLUTION R2023-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING THE FUTURE LAND USE PLAN MAP OF THE GENERAL PLAN OF THE CITY OF SOUTH JORDAN FROM OPEN SPACE (OS) TO ECONOMIC CENTER (EC) ON PROPERTY LOCATED AT 9800 SOUTH 4800 WEST; KIRK YOUNG (APPLICANT).**

**WHEREAS**, the City Council of the City of South Jordan (“City Council”) has adopted the Future Land Use Plan Map and the General Plan of the City of South Jordan (“Land Use Map”); and

**WHEREAS**, the Applicant requested that the City Council amend the Land Use Map by changing the land use designation on property located at 9800 S. 4800 W. from Open Space (OS) to Economic Center (EC); and

**WHEREAS**, the South Jordan Planning Commission reviewed Applicant’s proposed amendment and made a recommendation to the City Council; and

**WHEREAS**, the City Council held a public hearing concerning the proposed amendment; and

**WHEREAS**, the City Council finds that amending the Land Use Map as proposed by the Applicant will enhance the public health, safety and general welfare, and promote the goals of the General Plan.

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

**SECTION 1. Amendment.** The land use designation of the Land Use Map of property described in Application PLZBA202300172, filed by Kirk Young, which is located at 9800 S. 4800 W. in the City of South Jordan, Utah, is hereby changed from Open Space (OS) to Economic Center (EC), as shown in **Exhibit A**.

**SECTION 2. Severability.** If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**SECTION 3. Effective Date.** This Resolution shall become effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: \_\_\_\_\_  
Dawn R. Ramsey

Attest: \_\_\_\_\_  
City Recorder

Approved as to form:

\_\_\_\_\_  
Office of the City Attorney

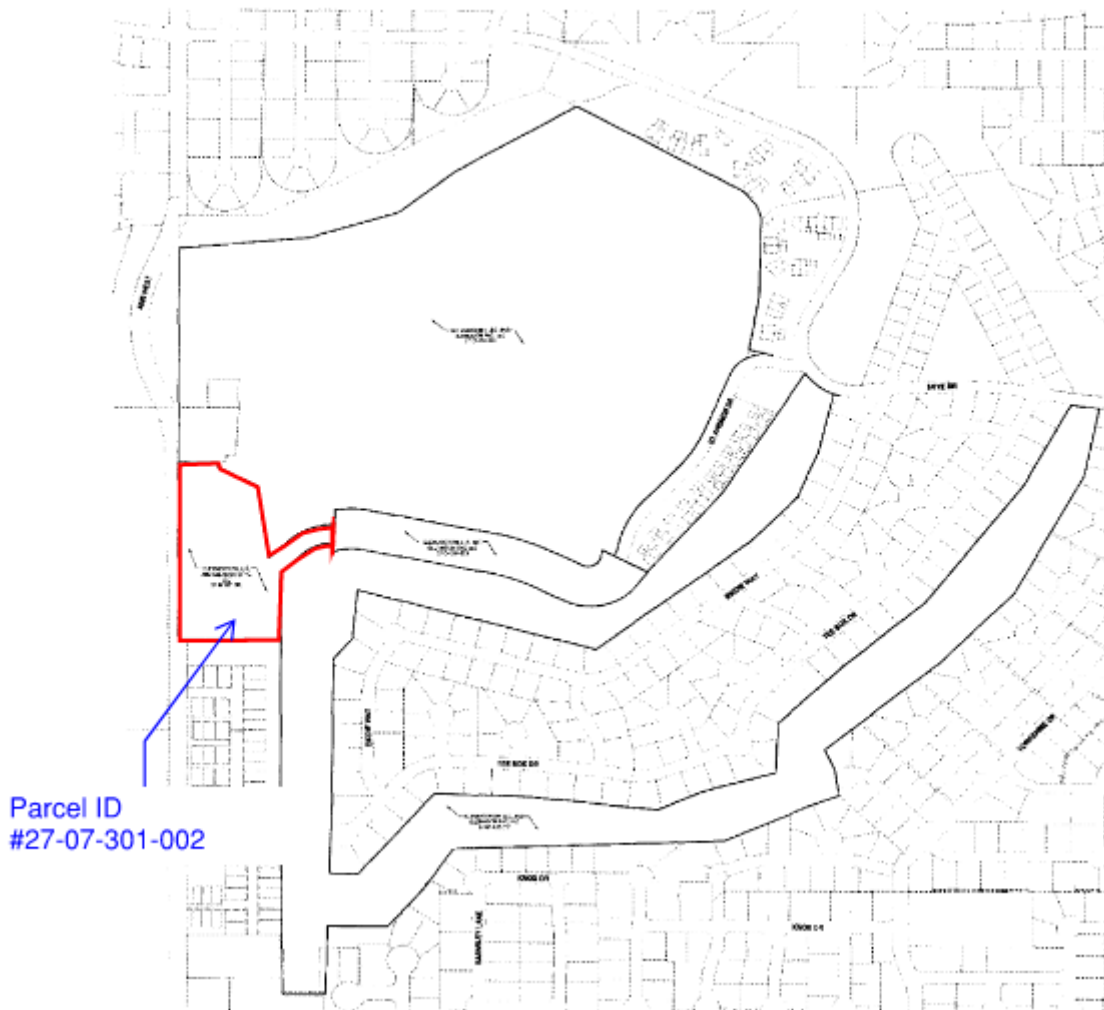


## Exhibit A

(Property Description and Map)

### **Parcel ID: 27-07-301-002**

Beginning at a point being South  $00^{\circ}02'00''$  East 228.00 feet along the section line from the West Quarter Corner of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 153.07 feet; thence South  $00^{\circ}02'10''$  East 19.47 feet; thence South  $62^{\circ}26'00''$  East 171.27 feet; thence South  $09^{\circ}05'10''$  East 296.03 feet; thence North  $47^{\circ}12'00''$  East 105.81 feet; thence Northeasterly 189.17 feet along the arc of a 241.00 foot radius curve to the right (center bears South  $42^{\circ}48'10''$  East and the chord bears North  $69^{\circ}41'09''$  East 184.35 feet with a central angle of  $44^{\circ}58'21''$ ); thence South  $02^{\circ}12'00''$  West 76.16 feet; thence Southwesterly 129.60 feet along the arc of a 165.00 foot radius curve to the left (center bears South  $02^{\circ}12'06''$  West and the chord bears South  $69^{\circ}42'02''$  West 126.29 feet with a central angle of  $45^{\circ}00'07''$ ); thence South  $47^{\circ}12'00''$  West 116.55 feet; thence South  $00^{\circ}02'10''$  East 277.68 feet; thence South  $89^{\circ}58'09''$  West 395.00 feet to the section line; thence North  $00^{\circ}02'10''$  West 732.16 feet along the section line to the point of beginning. Contains 270,947 Square Feet or 6.220 Acres



**ORDINANCE NO. 2023-07-Z**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY LOCATED AT 9800 SOUTH 4800 WEST FROM THE R-M-6 (PD) AND PARK OPEN SPACE SUBDISTRICT (OS-P) ZONE TO COMMUNITY COMMERCIAL WITH A PLANNED DEVELOPMENT OVERLAY C-C (PD) ZONE FOR PARCEL 27-17-301-002; AND FROM R-M-6 (PD) ZONE TO OS-P ZONE FOR PARCEL 27-07-301-003.**

**WHEREAS**, the City Council of the City of South Jordan (“City Council”) has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the City Code) with the accompanying Zoning Map; and

**WHEREAS**, the Applicant, Kirk Young, proposed that the City Council amend the Zoning Map by rezoning the below-described property; and

**WHEREAS**, the South Jordan Planning Commission reviewed the proposed rezoning and made a recommendation to the City Council; and

**WHEREAS**, the City Council held a public hearing concerning the proposed rezoning; and

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

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

**SECTION 1. Rezone.** The property described in Application PLZBA202300172, and located at 9800 South 4800 West, are hereby reclassified from the R-M-6 (PD) zone and OS-P zone to the C-C (PD) zone for Parcel 27-17-301-002; and from the R-M-6 (PD) zone to OS-P zone for Parcel 27-07-301-003, on property described/shown in the attached **Exhibit A**.

**SECTION 2. Filing of Zoning Map.** The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

**SECTION 3. 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 4. Effective Date.** This Ordinance shall become effective immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: \_\_\_\_\_  
Dawn R. Ramsey

Attest: \_\_\_\_\_  
City Recorder

Approved as to form:

\_\_\_\_\_

## EXHIBIT A

(Legal Descriptions)

### **Parcel ID: 27-07-301-002 (Rezone from R-M-6 (PD) & OS-P TO C-C (PD) )**

Beginning at a point being South 00°02'00" East 228.00 feet along the section line from the West Quarter Corner of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 153.07 feet; thence South 00°02'10" East 19.47 feet; thence South 62°26'00" East 171.27 feet; thence South 09°05'10" East 296.03 feet; thence North 47°12'10" East 105.81 feet; thence Northeasterly 189.17 feet along the arc of a 241.00 foot radius curve to the right (center bears South 42°48'12" East and the chord bears North 69°41'09" East 184.35 feet with a central angle of 44°58'21"); thence South 02°12'00" West 76.16 feet; thence Southwesterly 129.60 feet along the arc of a 165.00 foot radius curve to the left (center bears South 02°12'06" West and the chord bears South 69°42'02" West 126.29 feet with a central angle of 45°00'07"); thence South 47°12'00" West 116.55 feet; thence South 00°02'10" East 277.68 feet; thence South 89°58'09" West 395.00 feet to the section line; thence North 00°02'10" West 732.16 feet along the section line to the point of beginning. Contains 270,947 Square Feet or 6.220 Acres

### **Parcel ID: 27-07-301-003 (Rezone from R-M-6(PD) & OS-P)**

Beginning at a point being South 00°02'00" East 423.52 feet along the section line and East 604.33 feet from the West Quarter corner of Section 7, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running Southeasterly 138.77 feet along the arc of a 366.00 foot radius curve to the right (center bears South 10°32'59" East and the chord bears South 89°41'16" East 137.94 feet with a central angle of 21°43'27"); thence South 78°49'32" East 481.98 feet; thence Southeasterly 259.38 feet along the arc of a 961.00 foot radius curve to the right (center bears South 11°10'28" West and the chord bears South 71°05'36" East 258.59 feet with a central angle of 15°27'52"); thence South 63°21'40" East 104.98 feet; thence Northeasterly 92.23 feet along the arc of a 52.00 foot radius curve to the left (center bears North 26°38'20" East and the chord bears North 65°49'38" East 80.61 feet with a central angle of 101°37'25"); thence North 15°00'55" East 31.22 feet; thence South 61°48'00" East 196.57 feet; thence South 37°49'49" West 72.78 feet; thence Southwesterly 310.09 feet along the arc of a 228.00 foot radius curve to the right (center bears North 51°17'11" West and the chord bears South 77°40'35" West 286.74 feet with a central angle of 77°55'31"); thence North 63°21'40" West 109.04 feet; thence Northwesterly 215.11 feet along the arc of a 797.00 foot radius curve to the left (center bears South 26°38'20" West and the chord bears North 71°05'36" West 214.46 feet with a central angle of 15°27'52"); thence North 78°49'32" West 481.98 feet; thence Southwesterly 114.74 feet along the arc of a 202.00 foot radius curve to the left (center bears South 11°10'28" West and the chord bears South 84°54'08" West 113.20 feet with a central angle of 32°32'41"); thence North 02°12'00" East 171.83 feet to the point of beginning. Contains 200,035 Square Feet or 4.592 Acres



Parcel ID  
#27-07-301-003





**GLENMOOR**  
GOLF CLUB

**OPEN HOUSE**

**WEDNESDAY**

**OCTOBER 18, 2023**

**5:30 - 6:30 PM**

Come view concept drawings of new amenities  
to enhance our Community Golf Course

MEET AT THE CLUB HOUSE | 9800 SOUTH 4800 WEST | SOUTH JORDAN

LIGHT REFRESHMENTS WILL BE SERVED

Dawn R. Ramsey, *Mayor*  
Patrick Harris, *Council Member*  
Bradley G. Marlor, *Council Member*  
Donald J. Shelton, *Council Member*  
Tamara Zander, *Council Member*  
Jason T. McGuire, *Council Member*



PH: 801.446-HELP @SouthJordanUT

## **NOTICE OF PUBLIC HEARING**

October 13, 2023

Dear Recipient:

Glenmoor Golf Club representatives filed an application (**PLZBA202300172**) to amend the future land use and current zoning on golf course properties along St. Andrews Drive and along 4800 West. Both properties are currently zoned R-M-6 (PD) (Residential-Multiple, 6 units per acre, Planned Development), and a small portion of the property along 4800 West is also zoned OS-P (Open Space-Parks). The City Council zoned these properties R-M-6 (PD) in 2018 when it rezoned the rest of the golf course OS-P.

The current application proposes rezoning the property along St. Andrews Drive from R-M-6 (PD) to OS-P. For the property along 4800 West, which includes the existing parking lot and undeveloped land south of the parking lot, the application proposes changing the land use designation to Economic Center. It also proposes to rezone the 4800 West property from R-M-6 and OS-P to C-C (Commercial). This application does not include the clubhouse, other existing buildings, fairways or the driving range.

You are receiving this notice because Salt Lake County records indicate you own property within 300 feet of the subject properties or are an “affected entity.” A map showing the location of the properties is on the back of this notice. This map shows the zoning that the properties are being amended to with this application.

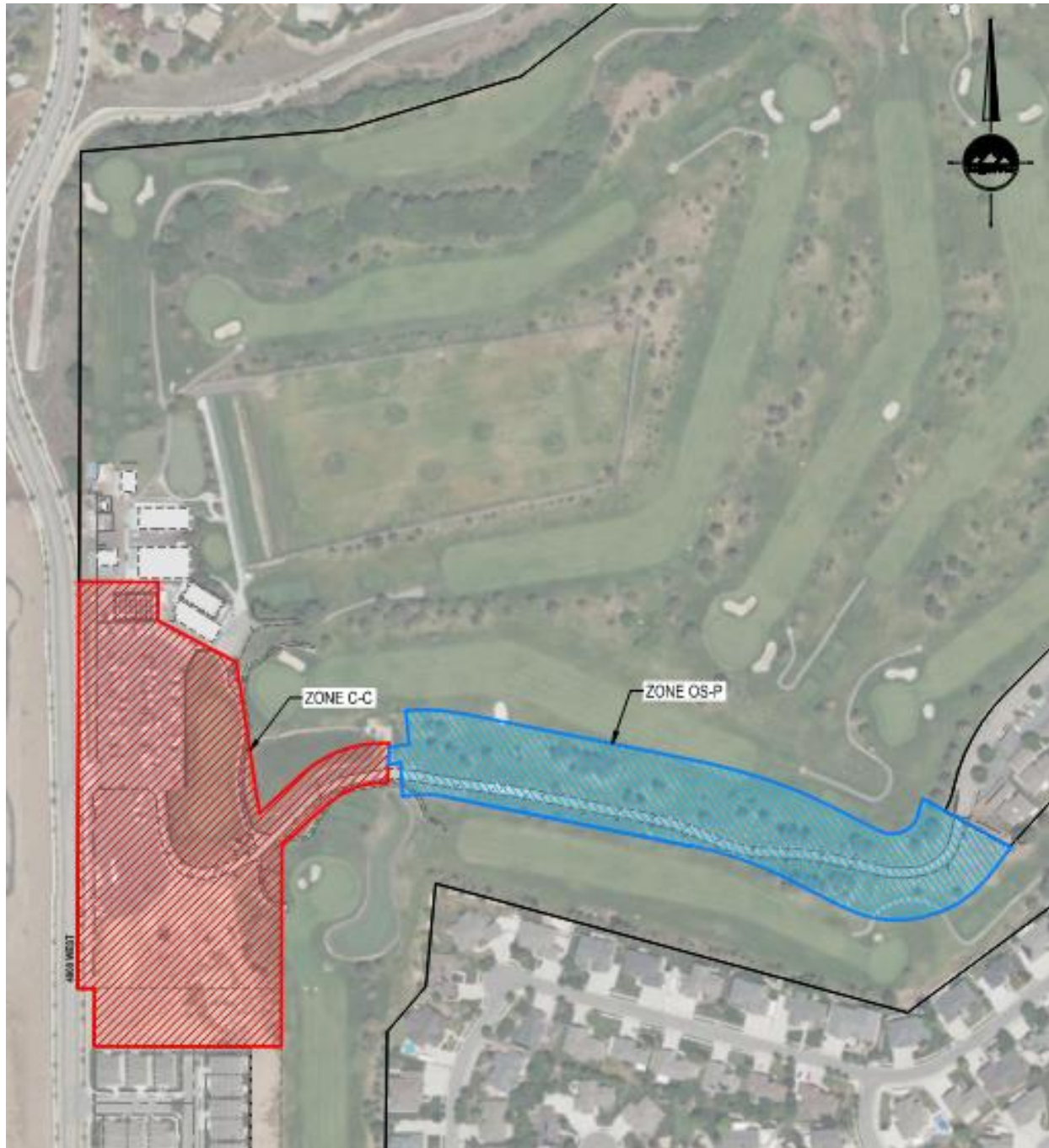
The **South Jordan Planning Commission** will hold a public hearing regarding this proposal at **6:30 p.m. on Tuesday, October 24, 2023** in the South Jordan City Council Chambers (1600 W. Towne Center Dr.). You are invited to attend and share your comments or concerns about the proposal during that hearing. You may also attend virtually by following the instructions provided at: <https://www.sjc.utah.gov/254/Planning-Commission>. Virtual attendance is contingent upon the user’s internet access, not the City. For more information, the published agenda and packet with supporting material will be available to the public by 12:00 p.m. on October 20, 2023 at: <https://www.sjc.utah.gov/254/Planning-Commission>.

You can submit written comments or concerns by mail, or by emailing Andrew McDonald at [amcdonald@sjc.utah.gov](mailto:amcdonald@sjc.utah.gov), before **12:00 p.m. on October 24, 2023**. This ensures that City staff and the Planning Commission can review comments or concerns prior to the meeting. All written comments or concerns that the City receives will be included in the meeting minutes.

If you desire further information, you may contact the South Jordan Planning Department **(801) 446-4357** during regular business hours or by contacting the email provided above.

Respectfully,  
Andrew McDonald  
Planner I

Location of Subject Property and depiction of zoning change



SOUTH JORDAN CITY  
CITY COUNCIL STUDY MEETING

October 3, 2023

**Present:** Mayor Dawn R. Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Don Shelton, Council Member Tamara Zander, Council Member Jason McGuire, City Manager Dustin Lewis, Assistant City Manager Jason Rasmussen, City Attorney Ryan Loose, Director of Commerce Brian Preece, Director of Strategy & Budget Don Tingey, Fire Chief Chris Dawson, Director of Administrative Services Melinda Seager, Director of Public Works Raymond Garrison, Director of Recreation Janell Payne, CFO Sunil Naidu, Director of Planning Steven Schaefermeyer, City Engineer Brad Klavano, Police Chief Jeff Carr, Communications Manager Rachael Van Cleave, GIS Coordinator Matt Jarman, Senior Systems Administrator Phill Brown, IT Director Jon Day, City Recorder Anna Crookston, Meeting Transcriptionist Diana Baun, Planning Commissioner Laurel Bevans, Arts Program Coordinator Tiffany Parker, Parks & Rec Administrative Assistant Kaitlin Youd

**Absent:**

**Others:** Kyrene Gibb, Kathie Johnson, Jake McIntire, Doug Young, Kirk Young, Todd Lanvord

4:41 P.M.  
STUDY MEETING

**A. Welcome, Roll Call, and Introduction:** *By Mayor Dawn R. Ramsey*

Mayor Ramsey welcomed everyone present and introduced the meeting.

**B. Invocation:** *By Mayor Dawn Ramsey*

Mayor Ramsey offered the invocation.

**C. Mayor and Council Coordination**

Council Member McGuire asked if staff had details on the Veteran's Breakfast being advertised at Mulligans.

Director of Recreation Janell Payne responded there are two, one is a Veteran's lunch through the senior programming, and then one put on with Luann Jensen. She will get a calendar invite sent to the council.

Mayor Ramsey said she believes the breakfast is on November 4, which is the one Luann Jensen is helping to organize. Staff will confirm that and make sure everyone is aware of the final information. She also discussed the gathering at the Shelton home on November 16.

#### **D. Discussion/Review of Regular Council Meeting**

The Mayor and Council briefly reviewed the agenda for the City Council Meeting.

#### **E. Presentation Item**

##### **E.1. South Jordan Arts Council Draft Master Plan. *(By Director of Recreation Janell Payne)***

Director Payne gave some brief background and introduced Jake McIntire from Union Creative.

Jake McIntire reviewed his prepared presentation of the Art's Council Draft Master Plan (Attachment A).

Mayor Ramsey noted that LIVE Daybreak was listed along with other stakeholders in regards to the performing arts center planned in Daybreak, and she was unsure of why the HOA would need to be a part of that since the Miller Group owns the property.

Council Member McGuire noted that when any of that commercial real estate is sold, a percentage goes back to LIVE Daybreak to be reinvested by their Arts Council.

Mr. McIntire noted they could be taken out, but it seemed to him that they would be an active partner in that. If that is exclusively through Salt Lake County and the Miller Real Estate Team, that can be changed; he will look into those details and confirm that. He continued reviewing Attachment A.

Mayor Ramsey asked for a copy of the survey results to see the residents' responses.

Mr. McIntire noted there is a link to the report in the prepared presentation (Attachment A), on page 17.

Kyrene Gibbs with Y2K Analytics was happy to send out helpful parts of the survey responses directly if the council would like it so they can see the verbatim responses.

Council Member Shelton asked for more details on the idea of "interactive art."

Mr. McIntire responded it is usually artwork that you physically interact with, many times light and/or sound based. He explained that those usually come with higher maintenance costs.



Council Member McGuire mentioned an interactive flower installation just outside Harmon's in Daybreak and a LIVE Daybreak Art Installation with an interactive guitar, along with a few other examples of interactive art.

Council Member Marlor noted that those types of art are primarily in parks and other public areas, mentioning a chess board he had seen where people came dressed up as the pieces were part of the game as people played.

**Council Member McGuire motioned to recess the City Council Study Meeting and move to Executive Closed Session. Council Member Shelton seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.**

*RECESS CITY COUNCIL STUDY MEETING AND MOVE TO EXECUTIVE CLOSED SESSION*

**F. Executive Closed Sessions**

**F.1.** Discussion of pending or reasonably imminent litigation.

**F.2.** Discussion of the purchase, exchange, or lease of real property.

**Council Member Marlor motioned to adjourn the Executive Closed Session and return to the City Council Study Meeting. Council Member McGuire seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.**

*ADJOURN EXECUTIVE CLOSED SESSION AND RETURN TO CITY COUNCIL STUDY MEETING*

*RECESS CITY COUNCIL STUDY MEETING AND MOVE TO THE CITY COUNCIL MEETING AT 6:20 P.M. IN THE COUNCIL CHAMBERS*

*RECONVENE CITY COUNCIL STUDY MEETING IN THE CITY COUNCIL WORK ROOM*

**G. Discussion Item**

**G.1.** Glenmoor. *(By Doug Young)*

Doug Young reviewed his prepared presentation (Attachment B).

**Council Member Zander joined the meeting electronically.**

Council Member Marlor asked how this would affect the Glenmoor and Shoreline housing unit agreement/transfer.

Attorney Loose responded that essentially both agreements would be signed at the same time to move those units from Glenmoor, even if one project is moving faster than the other.

Council Member McGuire asked about parking and if Mr. Young feels there will be enough parking for all the things being proposed.

Mr. Young said they are expanding the parking to nearly double the current amount.

Council Member Zander asked about the proposed number of units in the hotel.

Mr. Young responded they are hoping to get 105 rooms.

The council was supportive in general of the proposal and encouraged Mr. Young to continue working on his proposal.

Staff and the Council discussed the proposed zones and the next steps in this process including the development agreements, transferring the Glenmoor residential units and eventually heading to Planning Commission.

## **ADJOURNMENT**

**Council Member Zander motioned to adjourn the October 3, 2023 City Council Study Meeting. Council Member Harris seconded the motion; vote was 5-0 unanimous in favor.**

The October 3, 2023 City Council Study meeting adjourned at 8:07 p.m.

**This is a true and correct copy of the October 3, 2023 City Council Study Meeting Minutes, which were approved on October 17, 2023.**

*Anna Crookston*

**South Jordan City Recorder**

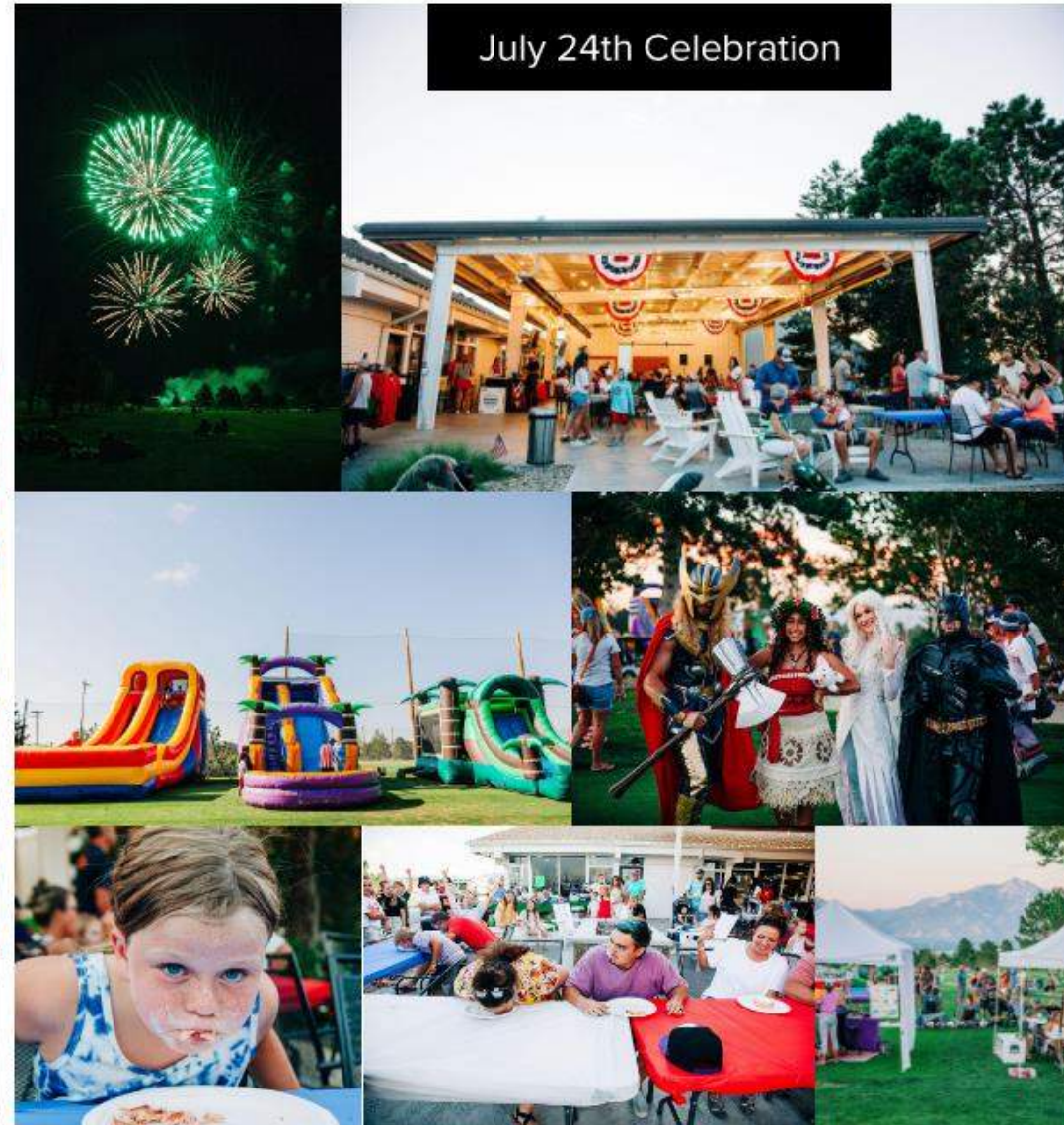


# GLENMOOR GOLF CLUB





# Our Community...





# Our Course...

Hunt for the Brave:  
Veterans On Course



Women's Golf Day



"Show Up" Initiative for Special Olympics



Glenny Gators Junior Golf



PGA Junior League



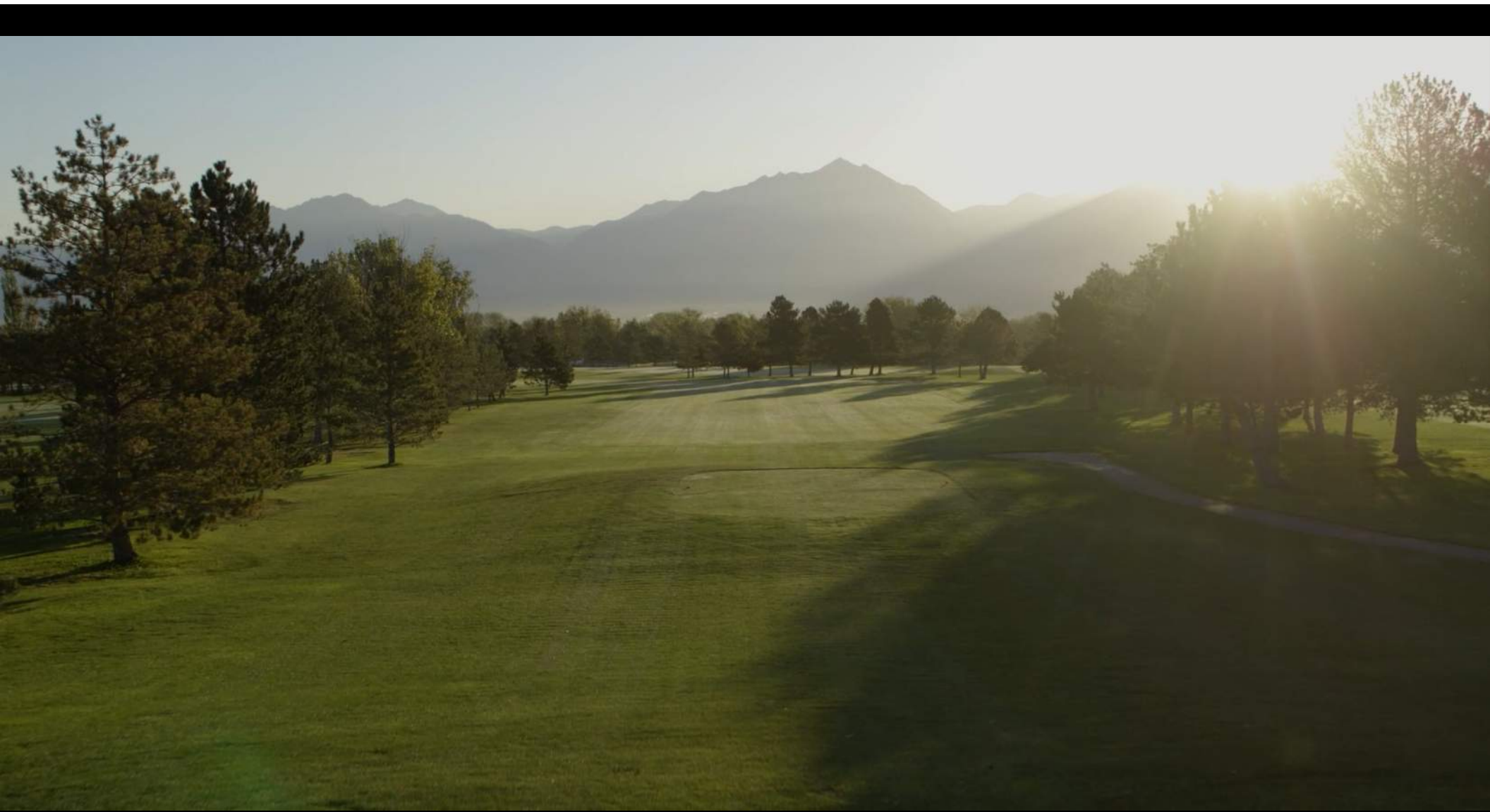
Glenmoor Men's League











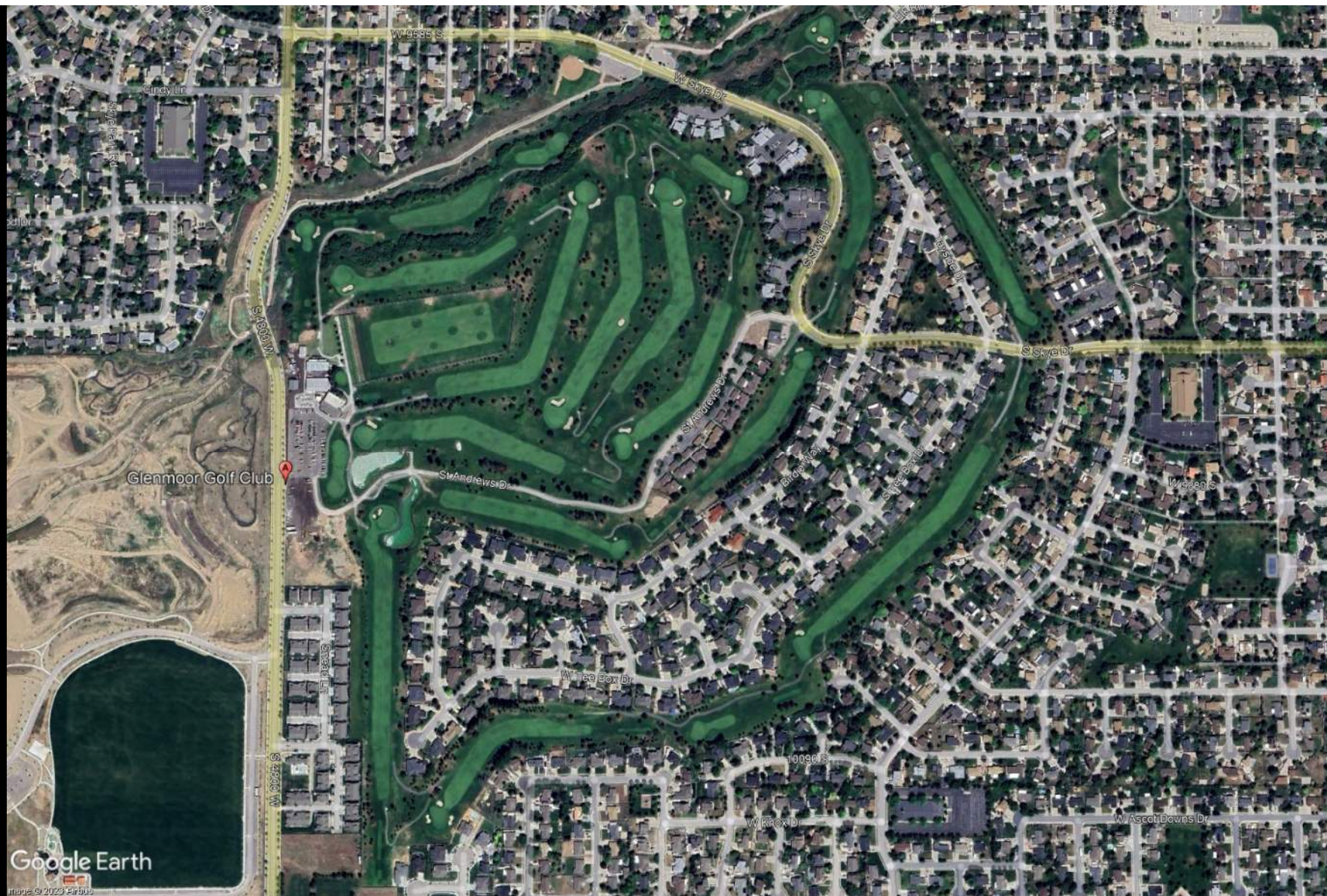










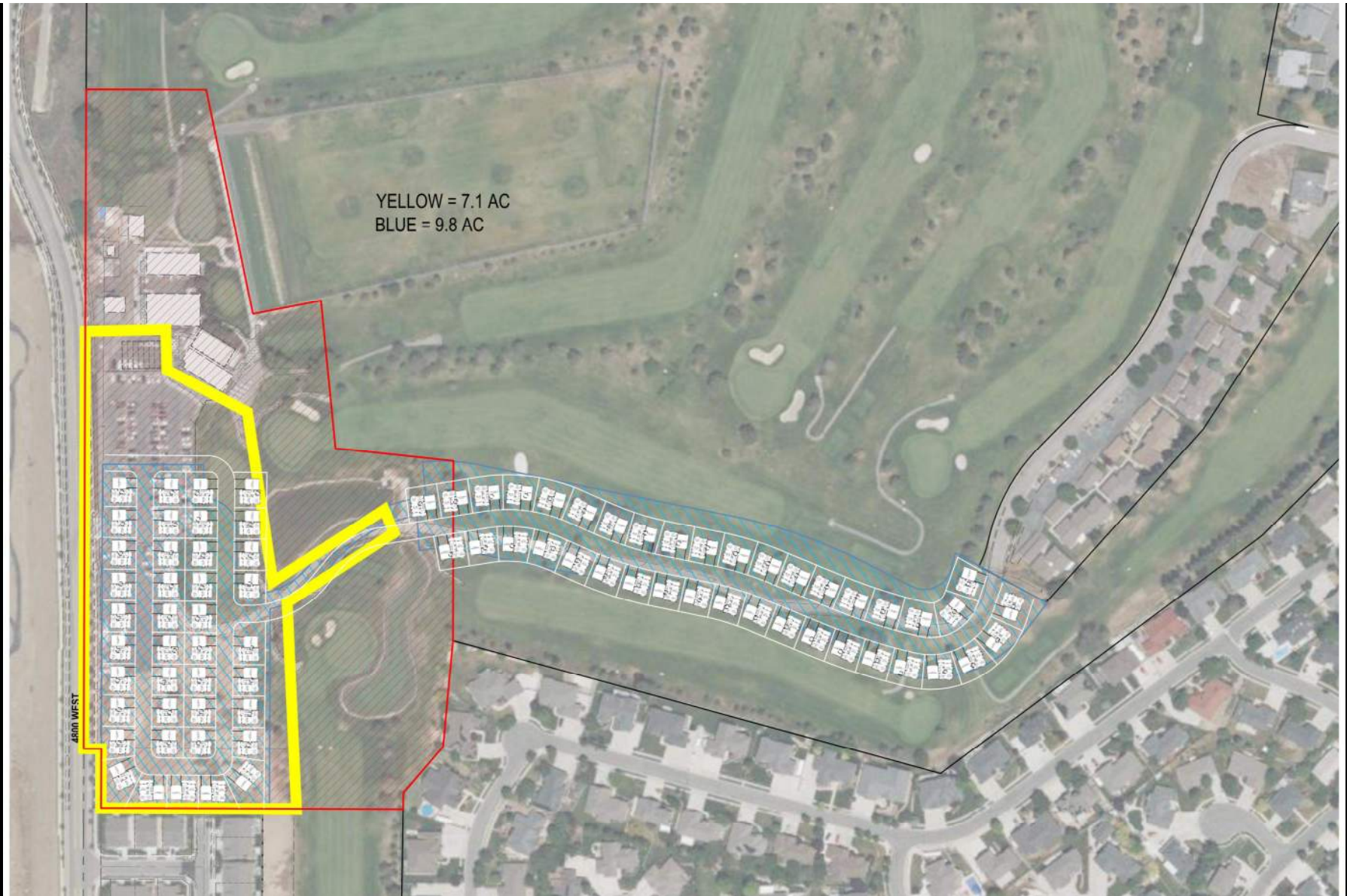




# CURRENT APPROVED PLAN

























An aerial photograph of the Glenmoor Resort golf course. The image shows a large, winding pond in the foreground, surrounded by lush green grass and scattered trees. In the background, a dense residential area with many houses is visible, followed by a range of mountains under a clear sky. The text "GLENMOOR RESORT" is overlaid in the center of the image.

# GLENMOOR RESORT