

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 12/12/2023

Issue: MERIT MEDICAL DISTRIBUTION WAREHOUSE
SITE PLAN
Address: 9834 S. Redwood Rd.
File No: PLSPR202300165
Applicant: Joseph Milillo, MHTN Architects, Inc.

Submitted by: Damir Drozdek, Planner III
Shane Greenwood, Supervising Senior Engineer

Staff Recommendation (Motion Ready): I move that the Planning Commission **approve** application PLSPR202300165 to allow for construction of a distribution warehouse center to be located at 9834 S. Redwood Rd.

STANDARD OF REVIEW:

All proposed commercial, office, industrial, multi-family dwelling or institutional developments and alterations to existing developments shall meet the site plan review requirements outlined in this chapter and the requirements of the individual zone in which a development is proposed. All provisions of this title, title 17 of this Code, and other City requirements shall be met in preparing site plan applications and in designing and constructing the development. Building permits may not be obtained nor shall any site work be performed prior to site plan approval. (Ord. 2007-01, 1-16-2007)

Once all application requirements have been met, redline corrections made, revised plans submitted and City Engineer's approval given, the site plan will be scheduled on the Planning Commission agenda for a public hearing at which public comment will be taken. Notice of the public hearing shall be provided in accordance with chapter 16.04 of this title. The Planning Commission shall receive public comment regarding the site plan and shall approve, approve with conditions or deny the site plan. (Ord. 2007-01, 1-16-2007)

BACKGROUND:

The proposed Merit Medical Systems Inc. distribution and warehouse center will be located on property generally located at the southwest corner of Redwood Rd. and Shields Ln. The property is approximately 11 acres. It is currently unimproved and used mostly for farming, commonly known as Merit Farms.

The proposed building is approximately 225,000 sq. ft. It will reach 50' in height when measured from finished grade to the building peak. The building exterior will feature painted

concrete tilt up panels, aluminum composite material (ACM) panels, exterior insulation and finish system (EIFS) and glass.

The building will have access off Shields Ln. and then an access off Redwood Rd. A decorative 6' steel fence will gate both access points. Majority of the parking will be located to the west of the building. The proposed number of parking stalls is based on the employee numbers at maximum shift change and not the building size, as is the case with some other uses as listed in the City Code. Delivery bays will be located at the north and the south end of the building.

A new 12' parkstrip and 8' sidewalk will replace existing parkstrip and sidewalk on Redwood Rd. All other public improvements on Redwood Rd. are complete. Parkstrip and sidewalk on Shields Ln. will remain as is currently configured; however, a couple of new streetlights will go in as part of the project.

Storm water will be detained in the underground chambers located below the parking lot and the south delivery area. The water will be released at a controlled rate to an existing storm drain system on Redwood Rd. The release will have to be permitted by the Utah Department of Transportation (UDOT). A portion will also be discharged into the Shields Lane storm drain system.

A total of three new fire hydrants will be installed. One at the northwest corner of the building, one at the southwest and one at the south end of the parkstrip on Redwood Rd. The City will maintain the water lines up to the water meters and the fire hydrants.

Landscaping will consist of various trees, shrubs and plants. There will be no grass on the site. Rock mulch will be used for ground cover. Fifty percent of the landscape area will be covered by live vegetation at plant maturity. Trees will be planted in the parkstrip areas along Redwood Rd. and Shields Ln. Additionally more trees will be planted along the south and the west project boundary to provide buffering to the neighboring properties.

Fencing will include an 8' decorative masonry wall along the south boundary and a 6' decorative masonry wall along the west boundary. Security fencing will be installed at both access points. It will be a 6' tall decorative steel fence and gates. A 10' precast wall at the north end and a 12' precast concrete wall at the south end will screen the delivery areas.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- A development agreement between the City and the Merit Medical Systems was signed and executed in August of 2019. Subsequently an amendment (the first amendment) to the agreement was signed and executed in October of 2023. The first amendment allowed a few changes from the original agreement. Said changes include modifications to the building design and footprint, and the site layout.

- Architectural Review Committee (ARC) reviewed the building design and exterior materials on November 1, 2023 and unanimously voted (4-0) to recommend approval of the building design. The meeting minutes are attached.
- The project meets the Planning and Zoning (Title 17) and the Subdivision and Development (Title 16) Code requirements.

Conclusion:

- The application meets the City Code requirements, and thus should be approved.

Recommendation:

- Based on the Findings and Conclusions listed above, Staff recommends that the Planning Commission take comments at the public hearing and **approve** the Application, 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.

ALTERNATIVES:

- Approve an amended Application.
- Deny the Application.
- Schedule the Application for a decision at some future date.

SUPPORT MATERIALS:

- | | |
|--|--|
| • Aerial Map | • Materials Board |
| • Zoning Map | • General Site Plan |
| • Hazardous Materials and Containment Plan | • Landscape Plan |
| • Operations Plan | • Development Agreement (First Amendment to Development Agreement) |
| • Parking Standard | |
| • ARC Minutes | |
| • Building Elevations | |

Damir Drozdek

Damir Drozdek (Dec 5, 2023 11:39 MST)

Damir Drozdek, AICP
Planner III, Planning Department

Brad Klavano

Brad Klavano (Dec 5, 2023 11:42 MST)

Brad Klavano,
Director of Engineering Services,
City Engineer



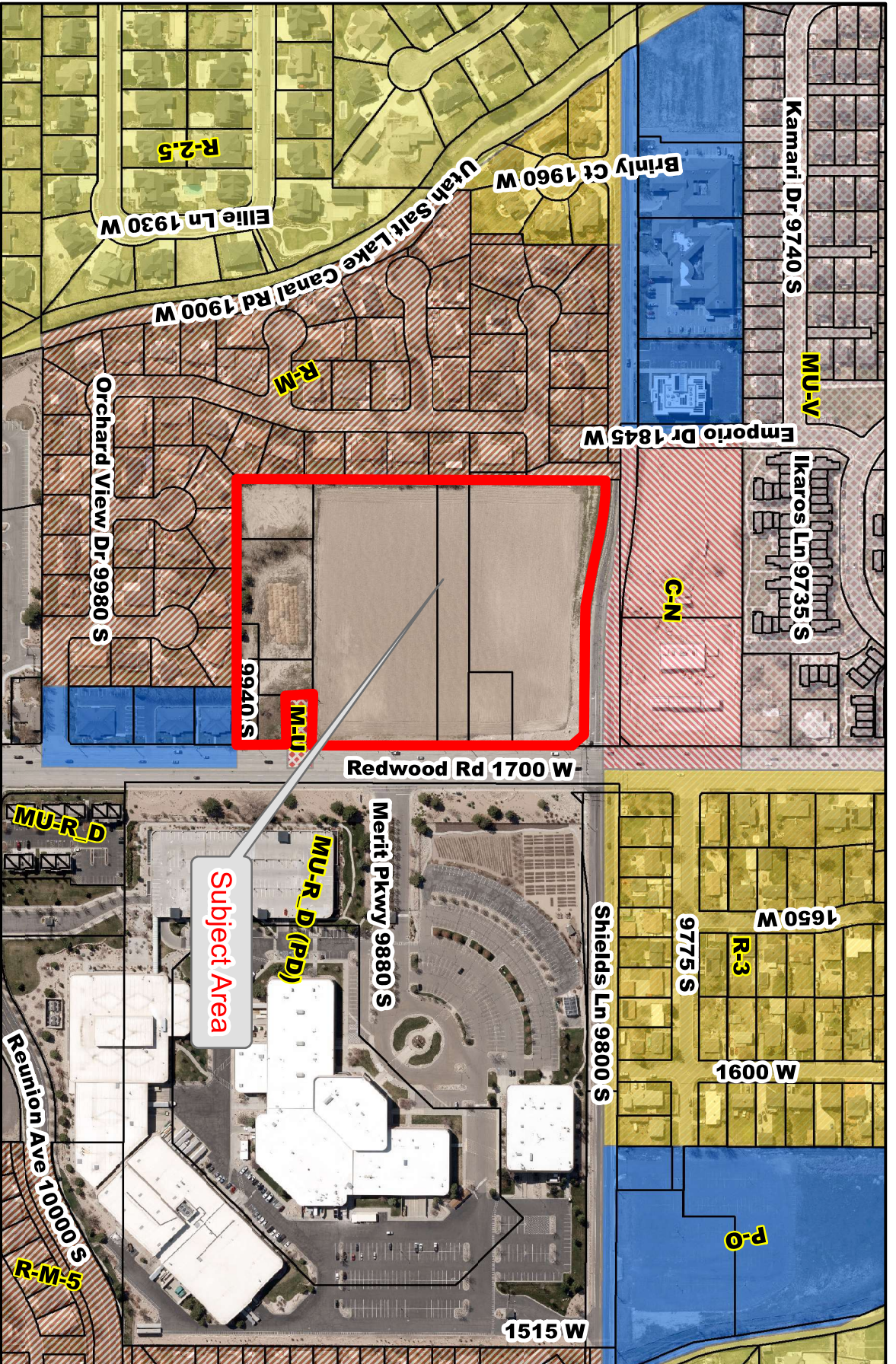
Legend
STREETS
PARCELS

Aerial Map City of South Jordan



Aerial Imagery
2023





Legend

STREETS

PARCELS

Zoning Map

City of South Jordan



Aerial Imagery
2023

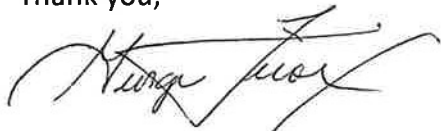


November 30, 2023

To South Jordan City,

Merit Medical can confirm that no hazardous materials or chemical storage will occur in our proposed Merit Medical South Jordan Distribution Center.

Thank you,

A handwritten signature in black ink, appearing to read 'George Frioux', written over a horizontal line.

George Frioux, Vice President, Global Real Estate and Facilities

Merit Medical Distribution Center Operation Plan, 11/17/23

The operational start date is yet to be determined, but construction is anticipated to begin in the second quarter of 2024, with a construction period estimated between 12 to 14 months.

The primary objective of this facility is to function as a distribution center, receiving Merit built medical products from sterilizers or other Merit locations, packaging them and distributing them to other locations. Merit employees will handle unloading and organization onto shelving units. Upon receiving an order, products will be palletized or boxed and loaded onto UPS or FedEx trailers for transportation to their respective distribution center, where they will be sorted and distributed to Merit customers. Most products dispatched from this center are destined for customers located west of the Mississippi River.

The workforce projection varies throughout the day:

Day Shift (Monday–Thursday)

- 2-3 employees work from 5:30 AM to 2:30 PM
- 35 employees arrive between 7:30-8:00 AM and work until 4:30-5:00 PM
- Personal vehicles will enter the north or east gates.

Evening Shift (Monday–Thursday)

- 15 employees work from 4:30 PM to 1:30 AM

Friday

- 2-3 employees work from 5:30 AM to 2:30 PM
- 35 employees arrive between 7:30-8:00 AM and work until 4:30-5:00 PM
- 15 employees work from 4:30 PM to 8:00 PM

Saturday–Sunday

- 5 employees work from 6:00 AM to 6:00 PM

Outbound Truck traffic at the south dock doors schedule:

Outbound (Mon-Fri)

- 3 trailers drop off and pick up between 9-10 AM
 - 1 FedEx truck pick up at 5:30 PM
 - UPS truck pick up at 6:00 PM
 - FedEx Ground at 12:00 AM
 - Occasional 3-5 box trucks per week will pick up for specific inventory
- Truck will leave the site via the north entrance (turning right onto Shields Lane).

Inbound truck traffic on the north dock doors schedule:

Inbound (Mon-Fri)

Inbound traffic consists of 3-7 trucks daily, arriving from either 3rd party Sterilizer or other locations. The warehouse will receive raw materials, such as corrugated cardboard. The trucks will be entering the north entrance. They will most likely arrive from Redwood Road and turn left from Shields Lane into the site. At this time there is no anticipated truck traffic coming from the west on Shields Lane. Occasionally smaller delivery trucks may enter through the east gate.

Saturday and Sunday- No truck activity

Merit will not receive or store any hazardous materials at this location.

Parking Standard – Merit Medical Warehouse

November 17, 2023

The Merit Medical Systems Inc. and their agents have provided the following explanation regarding the proposed parking numbers at the new distribution and warehouse center:

“As per South Jordan Municipal Code Chapter 16.26.040, Manufacturing, Processing and Assembling buildings can provide 1 space per employee at maximum shift change. Merit Medical has identified approximately 50-55 employees at maximum shift change. The site plan is providing 131 stalls.”

**CITY OF SOUTH JORDAN
ARCHITECTURAL REVIEW COMMITTEE MEETING MINUTES
SOUTH JORDAN CITY HALL – MAPLE CONFERENCE ROOM
WEDNESDAY, NOVEMBER 1, 2023 at 8:30 AM**



Attendance City Staff:

Kathie Johnson, Brad Marlor, Laurel Bevans, Damir Drozdek, Judith Zaragoza-Felix

Attendance Applicant(s):

Ryan Berry, Joe Milillo, George Frioux, Jason Quigley

Minutes Prepared by: *Judi Zaragoza-Felix*

ARCHITECTURAL REVIEW COMMITTEE MEETING

THE MEETING STARTED AT 8:30 A.M. AND THE MEETING WENT AS FOLLOWS:

A. GENERAL BUSINESS ITEMS

A.1. MERIT MEDICAL WEST CAMPUS-warehouse and distribution center

Location: 9834 S Redwood Rd

Project No: PLSPR202300165

Applicant: Joseph Milillo, MHTN Architects

Planner: Damir Drozdek

Project description – Merit Medical Distribution Warehouse

- **What are the required steps to move the project forward with the project?**
 - i. Slightly different glass used than material board. Glass same as other building.
 - ii. Front of access of building is between the fins same colors textures, same as recent built.
 - iii. Two public meetings at Merit, Third will be scheduled. Two neighbors to south are concerned about dock doors and sound. Building has been reduced. Anonymous requested a tree on property remain.
 - iv. Second access point on NW side. Residents divided concern regarding open to Shields. Second connection is for safety and or traffic, stated by Brad & Damir.
 - v. HVAC is on roof top and completely covered.
 - vi. Landscaping similar to Tech Center.

- vii. Precast wall 6'-8' height depending on study, needs approval by Planning Commission.
- viii. Hours of operation. Distribution center for just Merit. Small team of 5-7 employees at 6:30 am. FedEx & UPS drop off trailers on South doors. Trailers filled during the day. Last FedEx pick up 5:30 pm and UPS is midnight in courtyard with 12' walls to block light and sound. Incoming employees 8:30 am-5:00 pm. 50-60 employees. 5-7 Merit trucks per day and 3rd party trucks dropping things on north.

- **Vote:** 4-0 recommendation to approve (Russ voted in absence to approve via email)

Q&A

ADJOURNMENT



Project Details

Total Building Area - 225,000 sq. ft.

Total Site Area - 502,985 sq. ft. / 11.5 acres

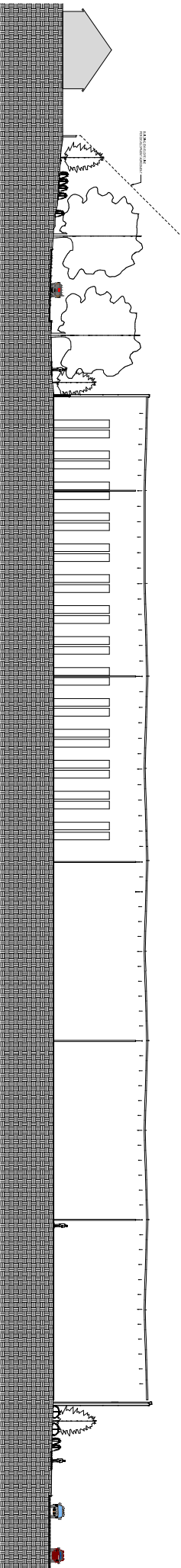
Total Stalls Provided - 120

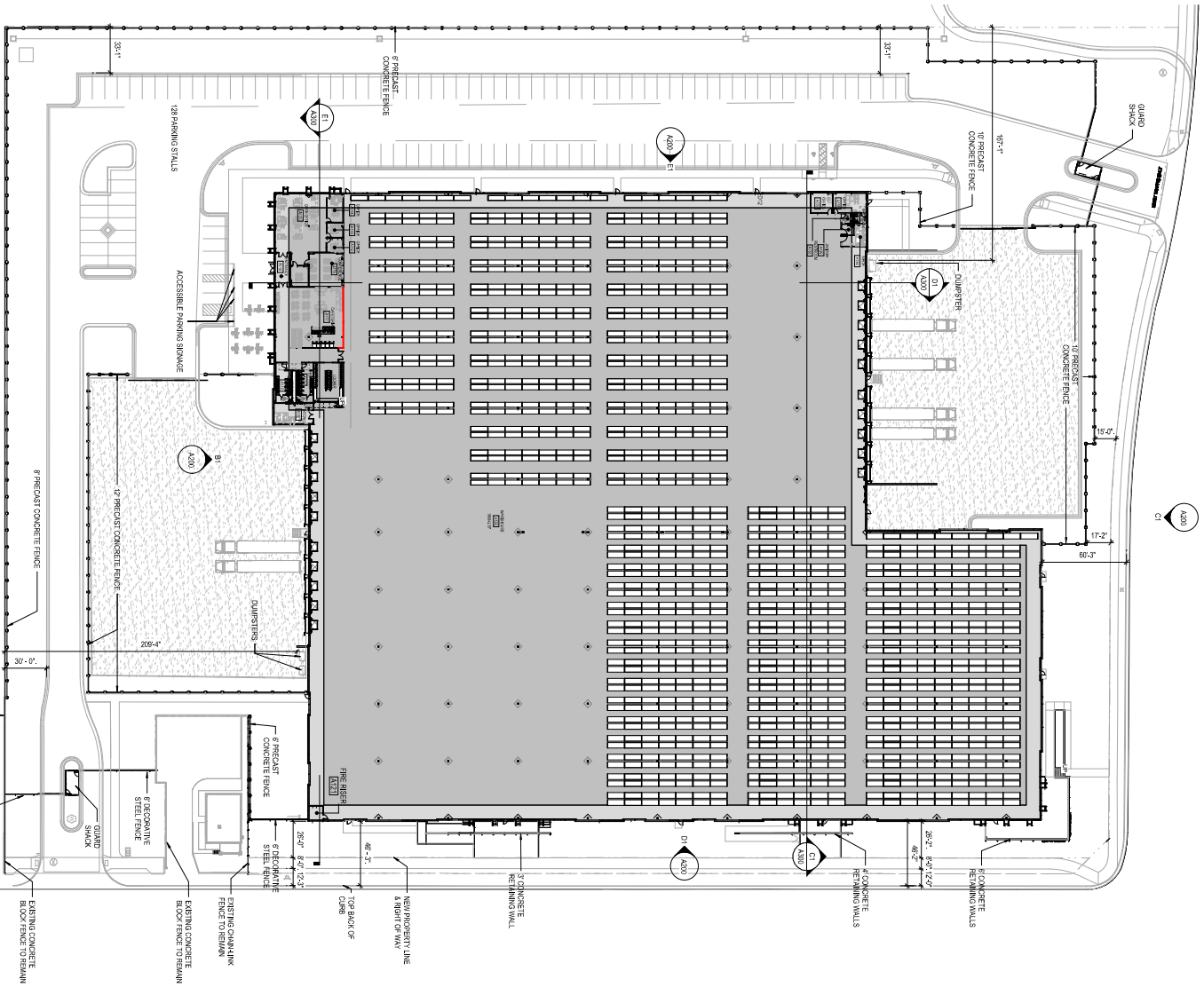
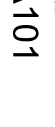
Total Landscaping Area - 120,551 sq. ft. / 2.8 acres

Building Distance To West Lot Line - 116 feet

Building Distance From South Lot Line - 190 feet

- MINIMUM 30'-0" LANDSCAPE BUFFER TO RESIDENTIAL
- VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS
- DELIVERY BAYS SCREENED
- SECURITY PROVIDED





MILITARY

MHIN
ARCHITECTS

MHTN Architects, Inc.

280 South 400 West
Suite 250
Salt Lake City, Utah 84101
7-1400-1000 ext. 2000

00 10-0000 (000) 00000000
www.00000000.com

MERIT MEDICAL
DISTRIBUTION CENTER
9834 S. REDWOOD ROAD
SOUTH JORDAN, UT 84095

NOT FOR CONSTRUCTION

SHEET NAME:
**FIRST FLOOR
PLAN**

A101



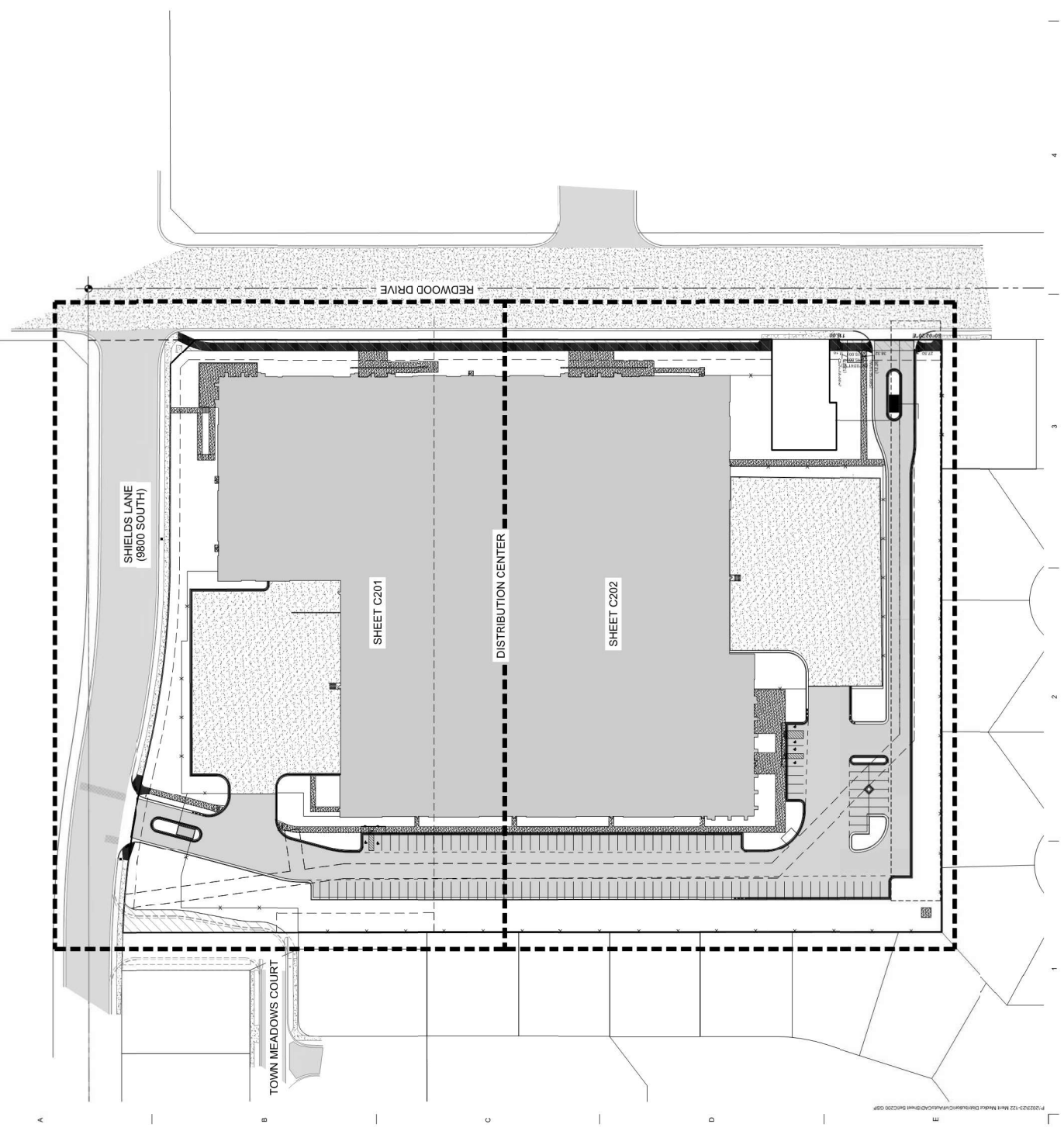
MATERIAL TYPES:

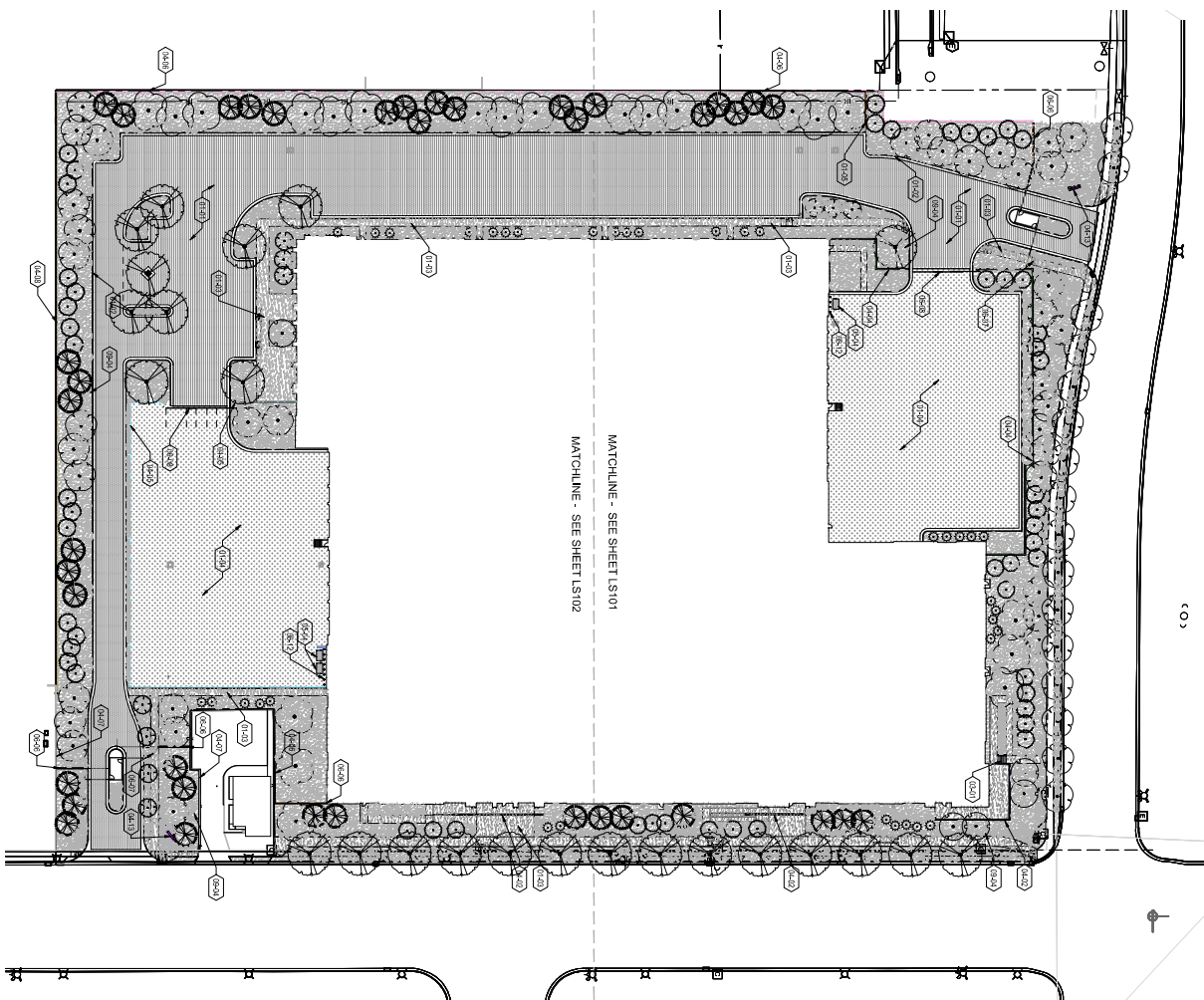
- 1 STONE BEIGE, ON EXTERIOR WALLS AND COLUMNS TO MATCH EXISTING BUILDINGS
- 2 PAINTED TILT-UP CONCRETE PANEL, SHERWIN WILLIAMS 6072 VERSATILE GRAY
- 3 PAINTED TILT-UP CONCRETE PANEL WITH FLUTED FORMLINER, SHERWIN WILLIAMS 6044 SPALDING GRAY
- 4 EXPOSED CONCRETE SURFACE, SEALED FINISH FOR RETAINING WALLS
- 5 SUPERNUTRAL LOW-E GRAY GUARDIAN GLASS
- 6 DARK BRONZE EXTERIOR BREAK METAL AND WINDOW FRAMES
- 7 RED ACH METAL PANEL
























PARKING SUMMARY	
REQUIRED STALLS	60
PROVIDED STALLS	131
ADA STALLS	6

SITE BREAKDOWN	
PARCEL (AC)	11.02'
BUILDING (AC)	4.87
HANDSCAPE (AC)	3.87
	44%
	35%





PLANT SCHEDULE

THEIR SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	ACE-SMS	ACESTRONG SENSATION	STATIONARY BOLD ELEGANT	2" CAL	12
	CEP-SEN	CESTRONG SENSATION	ACQUANT BOLDLY ELEGANT	10" HT	30
	CEI-SMS	CEISTRONG SENSATION	PAVING BOLDLY ELEGANT	2" CAL	10
	FAL-TR	FALSTRONG SENSATION	TRILLION BOLDLY ELEGANT	2" CAL	5
	FAL-TR	FALSTRONG SENSATION	TRILLION BOLDLY ELEGANT	2" CAL	30
	GRU-LIT	GRUSTRONG SENSATION	ILLUMINATING BOLDLY ELEGANT	2" CAL	21
	JAN-SPT	JANSTRONG SENSATION	SPARKLING BOLDLY ELEGANT	12" HT	30
	MIL-SPT	MILSTRONG SENSATION	ROMANTIC BOLDLY ELEGANT	2" CAL	10
	PAW-REL	PAWSTRONG SENSATION	RELAXING BOLDLY ELEGANT	10" HT	37
	ZEL-ONE	ZELSTRONG SENSATION	ONE BOLDLY ELEGANT	2" CAL	24
SIMBOL	CODE	BOTANICAL NAME	COMMON NAME	CONIT	QTY
	ACH-MONO	ACHILLAEAE MONOCOTYLEDON	MONOCOTYLEDON	1 CAL	24
	ROU-LIT	ROSTRUM LIT	LIT	5 CAL	100
	CEI-CEU	CEISTRONG SENSATION	CEISTRONG SENSATION	5 CAL	100
	NEI-TR	NEISTRONG SENSATION	TRILLION BOLDLY ELEGANT	1 CAL	89
	NEI-SMS	NEISTRONG SENSATION	TRILLION BOLDLY ELEGANT	5 CAL	111
	NEI-REL	NEISTRONG SENSATION	TRILLION BOLDLY ELEGANT	5 CAL	82
	PAW-TR	PAWSTRONG SENSATION	TRILLION BOLDLY ELEGANT	5 CAL	88
	PAW-LIT	PAWSTRONG SENSATION	TRILLION BOLDLY ELEGANT	5 CAL	27
	PAW-REL	PAWSTRONG SENSATION	TRILLION BOLDLY ELEGANT	5 CAL	162
	PAW-SPT	PAWSTRONG SENSATION	TRILLION BOLDLY ELEGANT	5 CAL	172
	PAW-TR	PAWSTRONG SENSATION	TRILLION BOLDLY ELEGANT	5 CAL	48

KEY NOTE SCHEDULE		
	1) MATERIALS, FINISHES CLASS	DETAIL
	CONCRETE REINFORCING	
	ASPHALT PAVING	
	CONCRETE CURB AND GUTTER	
	CONCRETE PAVES	
	CONCRETE PAVING	
	CONCRETE MONORAMP	
		42.6501

CODE	DESCRIPTION	UNIT
007	CONCRETE STAIRS	EA/MS
008	CONCRETE STAIRS	EA/MS
009	CONCRETE STAIRS	EA/MS
010	CONCRETE STAIRS	EA/MS
011	CONCRETE STAIRS	EA/MS
012	CONCRETE STAIRS	EA/MS
013	CONCRETE STAIRS	EA/MS
014	CONCRETE STAIRS	EA/MS
015	CONCRETE STAIRS	EA/MS
016	CONCRETE STAIRS	EA/MS
017	CONCRETE STAIRS	EA/MS
018	CONCRETE STAIRS	EA/MS
019	CONCRETE STAIRS	EA/MS
020	CONCRETE STAIRS	EA/MS
021	CONCRETE STAIRS	EA/MS
022	CONCRETE STAIRS	EA/MS
023	CONCRETE STAIRS	EA/MS
024	CONCRETE STAIRS	EA/MS
025	CONCRETE STAIRS	EA/MS
026	CONCRETE STAIRS	EA/MS
027	CONCRETE STAIRS	EA/MS
028	CONCRETE STAIRS	EA/MS
029	CONCRETE STAIRS	EA/MS
030	CONCRETE STAIRS	EA/MS
031	CONCRETE STAIRS	EA/MS
032	CONCRETE STAIRS	EA/MS
033	CONCRETE STAIRS	EA/MS
034	CONCRETE STAIRS	EA/MS
035	CONCRETE STAIRS	EA/MS
036	CONCRETE STAIRS	EA/MS
037	CONCRETE STAIRS	EA/MS
038	CONCRETE STAIRS	EA/MS
039	CONCRETE STAIRS	EA/MS
040	CONCRETE STAIRS	EA/MS
041	CONCRETE STAIRS	EA/MS
042	CONCRETE STAIRS	EA/MS
043	CONCRETE STAIRS	EA/MS
044	CONCRETE STAIRS	EA/MS
045	CONCRETE STAIRS	EA/MS
046	CONCRETE STAIRS	EA/MS
047	CONCRETE STAIRS	EA/MS
048	CONCRETE STAIRS	EA/MS
049	CONCRETE STAIRS	EA/MS
050	CONCRETE STAIRS	EA/MS
051	CONCRETE STAIRS	EA/MS
052	CONCRETE STAIRS	EA/MS
053	CONCRETE STAIRS	EA/MS
054	CONCRETE STAIRS	EA/MS
055	CONCRETE STAIRS	EA/MS
056	CONCRETE STAIRS	EA/MS
057	CONCRETE STAIRS	EA/MS
058	CONCRETE STAIRS	EA/MS
059	CONCRETE STAIRS	EA/MS
060	CONCRETE STAIRS	EA/MS
061	CONCRETE STAIRS	EA/MS
062	CONCRETE STAIRS	EA/MS
063	CONCRETE STAIRS	EA/MS
064	CONCRETE STAIRS	EA/MS
065	CONCRETE STAIRS	EA/MS
066	CONCRETE STAIRS	EA/MS
067	CONCRETE STAIRS	EA/MS
068	CONCRETE STAIRS	EA/MS
069	CONCRETE STAIRS	EA/MS
070	CONCRETE STAIRS	EA/MS
071	CONCRETE STAIRS	EA/MS
072	CONCRETE STAIRS	EA/MS
073	CONCRETE STAIRS	EA/MS
074	CONCRETE STAIRS	EA/MS
075	CONCRETE STAIRS	EA/MS
076	CONCRETE STAIRS	EA/MS
077	CONCRETE STAIRS	EA/MS
078	CONCRETE STAIRS	EA/MS
079	CONCRETE STAIRS	EA/MS
080	CONCRETE STAIRS	EA/MS
081	CONCRETE STAIRS	EA/MS
082	CONCRETE STAIRS	EA/MS
083	CONCRETE STAIRS	EA/MS
084	CONCRETE STAIRS	EA/MS
085	CONCRETE STAIRS	EA/MS
086	CONCRETE STAIRS	EA/MS
087	CONCRETE STAIRS	EA/MS
088	CONCRETE STAIRS	EA/MS
089	CONCRETE STAIRS	EA/MS
090	CONCRETE STAIRS	EA/MS
091	CONCRETE STAIRS	EA/MS
092	CONCRETE STAIRS	EA/MS
093	CONCRETE STAIRS	EA/MS
094	CONCRETE STAIRS	EA/MS
095	CONCRETE STAIRS	EA/MS
096	CONCRETE STAIRS	EA/MS
097	CONCRETE STAIRS	EA/MS
098	CONCRETE STAIRS	EA/MS
099	CONCRETE STAIRS	EA/MS
100	CONCRETE STAIRS	EA/MS

[illegible]

SITE LANDSCAPE CALCULATIONS
TOTAL SITE LANDSCAPE AREA = 84,400 SF

64,400 SF / 700 SF = 92 TREES REQUIRED
TOTAL NUMBER OF TREES ON SITE = 210 TREES (98
DECIDUOUS TREE AND 112 EVERGREEN TREES)
4% DECIDUOUS TREES AND 96% EVERGREEN TREES
37,600 SF OF PLANT GROWDCOVERAGE
37,600 / 64,400 SF = 58% OF LANDSCAPE WITH PLANT
GROWDCOVERAGE.

PARK STRIP LANDSCAPE CALCULATION

LANDSCAPE BUFFERING AGAINST RESIDENTIAL ADJACENCY = 51 TREES
 4,820 SQ. FT. PLANT GROUND COVER/ACRE
 4,820 SQ. FT. (80' X 60') = ONE LANDSCAPE WITH PLANT GROUND COVER/ACRE
 28 STREET TREES TOTAL (7 @ 30' X 40' AND 14 @ 40' X 40')

LANDSCAPE BUFFER CALCULATION

PARKING LOT TREE REQUIREMENT
TOTAL NUMBER OF PARKING SPACES = 131 STALLS
131 / 3 STALLS PER TREE = 44 TREES REQUIRED
TOTAL NUMBER OF SHADE TREES AT PARKING = 54

PARKING LOT TREE REQUIREMENTS
TOTAL NUMBER OF PARKING SPACES = 131 STALLS

137 / 3 STALLS PER TREE = 44 TREES REQUIRED
TOTAL NUMBER OF SHADE TREES AT PARKING # 54

MERIT MEDICAL
DISTRIBUTION CENTER

9834 S. REDWOOD ROAD
SOUTH JORDAN, UT 84095



NOT FOR CONSTRUCTION

SCHEMATIC DESIGN
09.13.2023

OVERALL
LANDSCAPE
TREE PLANTING

LS100

RESOLUTION R2023 - 37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO A DEVELOPMENT AGREEMENT DATED AUGUST 20, 2019 PERTAINING TO PROPERTY LOCATED AT 9800 SOUTH AND REDWOOD ROAD

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 and appropriate for the use and development of land within the City; and

WHEREAS, on or about August 20, 2019, the City entered into a development agreement with Merit Medical Systems, Inc., a Utah corporation (the “Developer”) (the “Agreement”); and

WHEREAS, the City and the Developer desire to amend the Agreement to permit changes to the concept plan set forth in the Agreement; and

WHEREAS, the City Council of the City of South Jordan has determined that it is in the best interest of the public health, safety and welfare of the City to authorize the Mayor to sign an amendment to the Agreement, making changes to the concept plan.

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

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

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

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS 19 DAY OF September, 2023 BY THE FOLLOWING VOTE:

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

Mayor: *Dawn R. Ramsey* Attest: *Anna Crockett*
Dawn R. Ramsey City Recorder

Approved as to form:

Rae M. Locke
Office of the City Attorney



EXHIBIT 1

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”) is to amend the Development Agreement between the City of South Jordan (the “City”) and Merit Medical Systems, Inc., a Utah corporation (the “Developer”) (“Agreement”) dated August 20, 2019, a copy of which is attached hereto as Exhibit “A.”

The 2019 Agreement between the City and Developer includes a “concept plan” attached as Exhibit “B” to the Agreement. The purpose of this Amendment is to substitute a revised concept plan as a new Exhibit “B,” entirely replacing the Exhibit “B” originally incorporated in the Agreement.

Accordingly, the City and Developer hereby agree that the concept plan, attached hereto as Exhibit “B,” shall replace in its entirety the concept plan originally attached as Exhibit “B” to the 2019 Agreement. As reflected in the changed concept plan, the primary change concerns the change of use of the “west campus” property. However, the City and the Developer agree that the changes reflected in the concept plan, attached hereto as Exhibit “B,” do not require a rezone of the property. All other provisions of the August 20, 2019 Agreement shall remain in force and unchanged.

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the day and year written above.

[SIGNATURE PAGE FOLLOWS]

CITY OF SOUTH JORDAN,
A Utah municipal corporation

APPROVED AS TO FORM:

Attorney for City of South Jordan

Title: _____
Date: _____

State of Utah)
 :ss
County of Salt Lake)

On this _____ day of _____, 20_____, personally appeared before me _____
_____, who being by me duly sworn, did say that he/she is the
_____ of South Jordan City, a municipal corporation, and that said instrument was
signed in behalf of the City by authority of its governing body and said signatory acknowledged
to me that the City executed the same.

Witness my hand and official seal.

Notary Public

MERIT MEDICAL SYSTEMS, INC.,
A Utah Corporation

Title: _____
Date: _____

State of Utah)
 :ss
County of Salt Lake)

On this _____ day of _____, 20_____, personally appeared before me _____
_____, who being by me duly sworn, did say that he/she is the
_____ of South Jordan City, a municipal corporation, and that said instrument was
signed in behalf of the City by authority of its governing body and said signatory acknowledged
to me that the City executed the same.

Witness my hand and official seal.

Notary Public

CITY OF SOUTH JORDAN,
A Utah municipal corporation

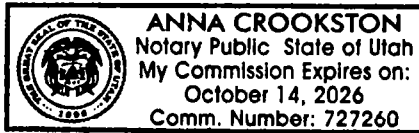
APPROVED AS TO FORM:

[Signature]
Attorney for City of South Jordan

Dawn R Ramsey
Title: Mayor
Date: 09/20/23

State of Utah)
:ss
County of Salt Lake)

On this 19 day of September, 2023, personally appeared before me Dawn R Ramsey, who being by me duly sworn, did say that he/she is the Mayor of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said signatory acknowledged to me that the City executed the same.



Witness my hand and official seal.

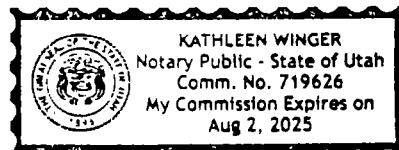
[Signature]
Notary Public

MERIT MEDICAL SYSTEMS, INC.,
A Utah Corporation

[Signature]
Title: CHIEF OPERATING OFFICER
Date: OCTOBER 24th 2023

State of Utah)
:ss
County of Salt Lake)

On this 24th day of October, 2023, personally appeared before me Neil Peterson, who being by me duly sworn, did say that he/she is the COO of South Jordan City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said signatory acknowledged to me that the City executed the same.



Witness my hand and official seal.

[Signature]
Notary Public

EXHIBIT A



Contract Review and Approval

Contract Title/Description: Development Agreement

Contractor/Vendor: Merit Medical Systems, Inc.
Contract Begin Date: 08-20-2019 Approved at City Council R2019-35
Contract End Date: _____
Account Number: _____
Contract Price: _____

Approved as to:

Content: Brad Sanderson 8/20/2019
Owner / Project Manager
Bid Summary Included: Yes ☐ N/A ☐ Emergency exception Document attached ☐
Payment remittance required Yes ☐ N/A ☐

Department Director: _____
Name Date

Form: Todd Sheeran 8/20/2019
Attorney for the City Date

Budget: _____
Finance Officer Date

Office of CM: _____
Strategic Services Director Date

Assistant City Manager: _____
ACM Date

Original Received:

City Recorder: Anna M. West 8.20.2019
City Recorder Date

Contract Number: 2019 - 0208

Retention: 20-7 Permanent Retention

Update April 2018

52

RESOLUTION R2019-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY APPROXIMATELY LOCATED AT 9800 SOUTH AND REDWOOD ROAD.

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 located at approximately 9800 South and Redwood Road (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 City to enter into a development agreement for the orderly development of the Property.

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

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

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]

13058308
08/23/2019 02:15 PM \$0.00
Book - 10820 Pg - 2377-2428
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: SSA, DEPUTY - WI 52 P.

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS 20 DAY OF August, 2019 BY THE FOLLOWING VOTE:

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

Mayor:

Dawn R. Ramsey
Dawn R. Ramsey

Attest:

Emma M. Weiss
City Recorder

Approved as to form:

[Signature]
Office of the City Attorney



EXHIBIT 1

(Development Agreement)

After recording, please send to:

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

Affected Parcel No(s): 27104010140000, 27104010270000, 27104010190000, 27104010260000, 27104020010000, 27103770010000, 27103770290000, 27103770030000, 27103270420000, 27103270100000, 27103270110000, 27103270120000, 27103270370000, 27103270380000, 27103270150000, 27103270170000, 27103270180000, 27103270190000, 27104530630000

DEVELOPMENT AGREEMENT

The City of South Jordan, a Utah municipal corporation (the “City”), and Merit Medical Systems, Inc., a Utah corporation (“the Developer”), enter into this Development Agreement (this “Agreement”) and agree as set forth below. This Agreement shall become effective (the “Effective Date”) upon the date this Agreement is signed by both parties. The City and the Developer are jointly referred to as the “Parties”.

RECITALS

WHEREAS, the Developer is the owner of certain real property identified in attached **Exhibit A** (the “Property”) and intends to develop the Property consistent with the Concept Plan attached as **Exhibit B** which has been approved by the City (the “Concept Plan”); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code § 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 South Jordan City; and

WHEREAS, the Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from its current zoning to Redwood Road Mixed Use-Research and Development Zone (MU-R&D) with the Planned Development (PD) Floating Zone (MU-R&D-PD Zone). A copy of the provisions of the MU-R&D-PD Zone designation in the South Jordan City Code is attached as **Exhibit C**; and

WHEREAS, the Developer and the City acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the 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 the policies 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, or 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, pursuant to Resolution R2019-35 a copy of which is attached as **Exhibit D**; and

WHEREAS, the City and the Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the South Jordan City Council, in its sole legislative discretion, approves a zone change for the Property to MU-R&D-PD Zone.

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

1. **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 Ordinance of South Jordan City.

2. **Enforceability.** The City and the Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developer relative to the Property shall vest, only if the South Jordan City Council in its sole legislative discretion approves a zone change for the Property to the MU-R&D-PD Zone on or before the date hereof.

3. **Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to MU-R&D-PD Zone as of the Effective Date. In the event of a discrepancy between the requirements of the City Code including the MU-R&D-PD Zone, and this Agreement, this Agreement shall control. This Agreement shall supersede the "South Campus" development agreement recorded as entry 12796526, book 10686, pages 5245-5274.

4. **Developer Obligations.**

a. Concept Plan. The Developer shall have the right to construct the development consistent with the Concept Plan and Master Development Plan as set forth in this Agreement and the City Code.

b. Uses.

i. Residential uses are prohibited on the Property.

ii. The following uses, as defined by City Code § 17.18.060 are permitted uses: Assembly, Daycare, Fabrication, Medical/dental office or clinic, Office, Professional services, Restaurant (no drive-thru), and Wholesale and warehouse.

c. Streets and Park Strips. An eight-foot-wide sidewalk is required for new construction along Redwood Road (e.g., existing sidewalks will not be required to be modified unless they are associated with new construction). Park strips shall be a minimum 12-foot-wide and shall be landscaped and maintained with grass or water conserving (water-wise)

landscaping as recommended by the Director of Planning and as approved by the Planning Commission. The Developer shall plant park strip street trees that are spaced every 40 to 45 feet. Exceptions to sidewalk and park strip improvements may be considered and approved by the City Manager.

d. Fencing. In addition to the fencing required by the City Code and this Agreement, the Developer may construct fencing between buildings and streets. If fencing is located between a building and a street it shall be set back at least 15 feet from the street right-of-way and shall be a non-sight-obscuring fence made of decorative wrought iron or simulated wrought iron material.

e. Buffering.

i. Adjoining residential uses or zones shall be buffered by a landscaped area that is at least 20 feet wide. This landscape buffer area shall include a 50/50 mixture of deciduous and non-deciduous trees. Trees shall be placed parallel to residential property lines and spaced evenly to create a continuous canopy along property lines. The Developer shall work with the Planning Department to obtain its recommendation of approval to the Planning Commission.

ii. All exterior lighting shall be directed and shielded downward to minimize outward glare toward adjacent residential properties. Illuminated signage, other than for safety purposes, is prohibited within 100 feet of residential property lines.

iii. At the commencement of construction of each site plan, the Developer shall install a six-foot-tall decorative masonry fence with equal treatment on both sides of the fence (e.g. stain and sealant) along residential property lines that are adjacent to the site plan area. The Developer may increase the height of the masonry fence up to eight feet tall if approved by the Planning Commission as part of site plan approval.

iv. New dumpster enclosures are prohibited within 100 feet of a residential property line.

f. Architecture.

i. Decorative accents and trim made of other materials are permitted based on a positive recommendation from the City's Architectural Review Committee (the "ARC") to the Planning Commission. All building facades shall include architectural relief features that are spaced a minimum of every 60 linear feet. Building facades that do not face a street are not required to have an architectural relief spaced every 60 linear feet if approved by the ARC based on the variety of materials, colors and textures; and the placement of awnings, overhangs, landscaping, or other features that in the opinion of the ARC visually break up large blank walls.

ii. Exterior concrete walls may be painted if high-quality paint is used and reapplied periodically based on manufacturer specifications.

iii. Building Height. Buildings shall not be taller than 65 feet as measured from the average point of existing grade at the nearest portion of the property line adjacent to the Buildings at the time of construction to the top of a building's roof surface or parapet wall. Further, the building height shall not exceed a graduating height envelope, which is defined as a vertical plane from the property line to a height of ten feet and then slanting away from a residential zone at a 45 degree angle. Exhibit E further illustrates this building height restriction and is incorporated herein.

g. Hours of Operation. For the existing South Campus property (as shown in Exhibit F) only, all pick up and deliveries, including waste pick up, are restricted to occur between the hours of 7:00 a.m. and 10:00 p.m.

h. Operations Plan.

i. The purpose of an operations plan is to identify the potential sound, vibration, light, glare, odor, crime, access, traffic, hazardous materials, fire, and environmental impacts generated by a use based on the operational nature, scale, or practices of the use.

ii. The Developer shall submit an operations plan to the City Engineer with each site plan submittal which will be binding on the property during the term of this Agreement. The Planning Commission may only approve the site plan if the City Engineer approves the operations plan.

iii. An operations plan shall include the following information, if applicable:

- 1) date of commencement of operations;
- 2) proposed hours and days of operation;
- 3) a general description of the operation;
- 4) a projection of the number of persons on site (e.g., employees and customers);
- 5) types of accessory uses anticipated;
- 6) hazardous materials to be used or produced on site; and
- 7) all other relevant information to describe the nature, scale, and practices of the establishment.

i. Sound Study.

i. The purpose of a sound study is to determine the potential for detrimental effects from sound generated by the proposed use.

ii. Based on the operations plan for each site plan, the City Engineer has the discretion to commission a sound study at the Developer's expense both before and after construction. The sound study must be prepared by a member of a national acoustical association (i.e., National Council of Acoustical Consultants, Acoustical Society of America, or Institute of Noise Control Engineering) or an expert consultant with demonstrated experience and capacity as determined by the City Engineer. The sound study shall include information and a recommendation as to compliance with Salt Lake County health department and City noise regulations as of the date of the time of application.

j. Traffic Study.

i. The purpose of a traffic study is to identify the extent of traffic impacts generated by a use on transportation system capacity, level of service, and safety.

ii. Based on the operations plan for each site plan, the City Engineer has the discretion to commission a traffic study from a licensed professional engineer at the Developer's expense. The fee for the traffic study shall be paid prior to the commencement of the study. The City Engineer may require changes to the site plan prior to construction to mitigate materially adverse impacts beyond those typically allowed by the Zone, identified by the traffic study.

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

5. **City Obligations.**

a. 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.

6. **Vested Rights and Reserved Legislative Powers.**

a. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Property in accordance with: (i) the MU-R&D Zone (Exhibit C); (ii) the City Code in effect as of the Effective Date and; (iii) the terms of this Agreement.

b. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power 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 Developer under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property

shall be of general application to all development activity in the City and Salt Lake County (the "County"); and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. The notice required by this paragraph shall be that public notice published by the City as required by State statute

7. **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 10 years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

8. **General Provisions.**

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

If to Developer: Merit Medical Systems, Inc.
 Attn: Chief Legal Officer
 1600 W Merit Parkway
 South Jordan, UT 84095

b. **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.

c. **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.

d. **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.

e. **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. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and 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. Developer represents to the City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

f. 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.

g. 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.

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

i. 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.

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

k. 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.

l. 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.

m. No Third Party Rights. The obligations of the 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.

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

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

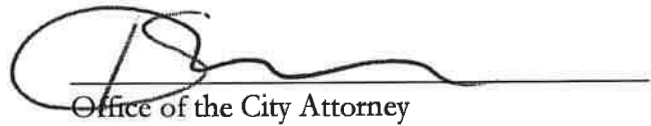
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

CITY OF SOUTH JORDAN

Approved as to form:


Dawn Ramsey, Mayor


Office of the City Attorney

State of Utah)
:ss
County of Salt Lake)

On this 20 day of August, 20 19, personally appeared before me Dawn Ramsey, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Mayor, of the City of South Jordan, a Utah municipal corporation, and said document was signed by him in behalf of said municipal corporation by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and he acknowledged to me that said municipal corporation executed the same.


Notary Public



MERIT MEDICAL SYSTEMS, INC.

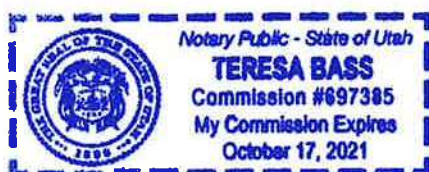


By: FRED Lampropoulos

Its Chairman and CEO

State of Utah)
County of Salt Lake)ss.

The foregoing instrument was acknowledged before me this 13 day of AUGUST, 20 19, by Fred Lampropoulos (name), its Chairman and CEO (title) of Merit Medical Systems, Inc. (entity).




Notary Public
my commission expires: OCT. 17, 2021

Exhibit A

(Affected Property)

MAIN CAMPUS PARCEL NUMBERS

27104010140000
27104010270000
27104010190000
27104010260000
27104020010000

SOUTH CAMPUS PARCELS NUMBERS

27103770010000
27103770290000
27103770030000

WEST CAMPUS PARCELS NUMBERS

27103270420000
27103270100000
27103270110000
27103270120000
27103270370000
27103270380000
27103270150000
27103270170000
27103270180000
27103270190000

REUNION PROPERTY PARCEL NUMBERS

27104530630000

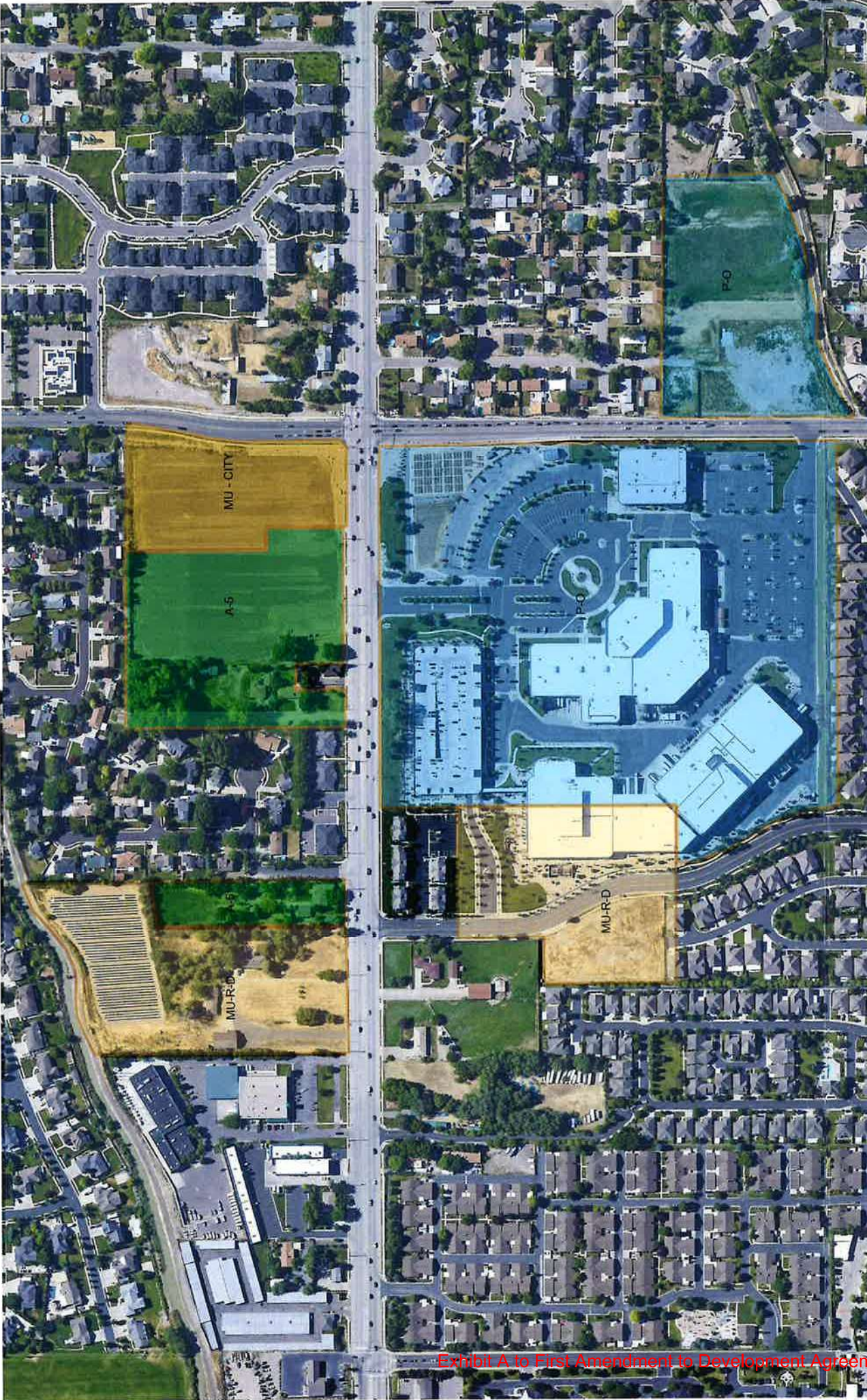
Exhibit B
(Concept Plan)



MERIT MEDICAL EXISTING SITE CONDITION

APRIL 2019





MERIT MEDICAL EXISTING ZONING MAP

APRIL 2019





MERIT MEDICAL TEMPORARY PARKING MAP

APRIL 2019





Exhibit A to First Amendment to Development Agreement



MERIT MEDICAL FUTURE SITE MASTERPLAN

APRIL 2019



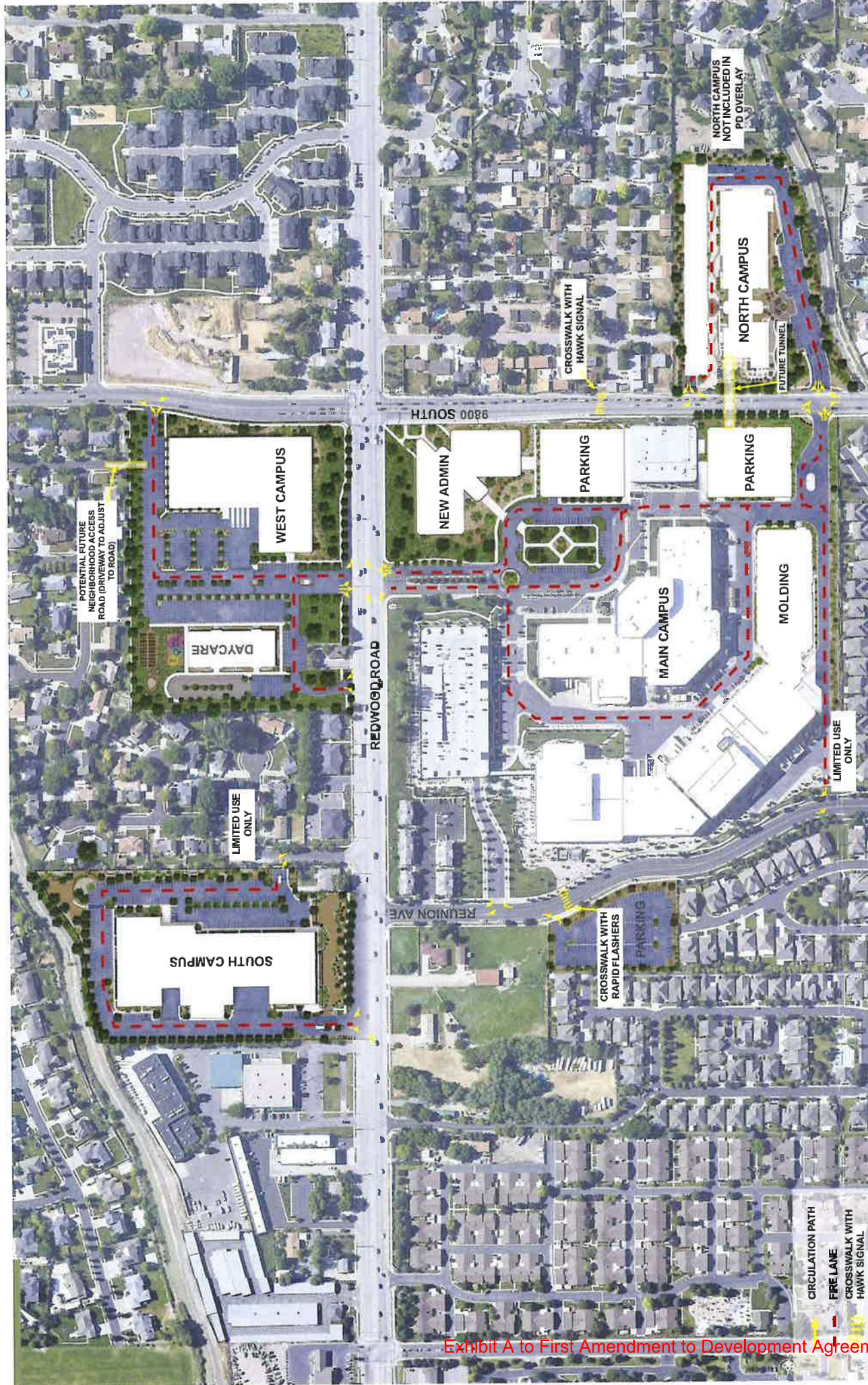


APRIL 2019

MERIT MEDICAL FUTURE ZONING



Exhibit A to First Amendment to Development Agreement



APRIL 2019

Merit Medical

MERIT MEDICAL CIRCULATION PLAN



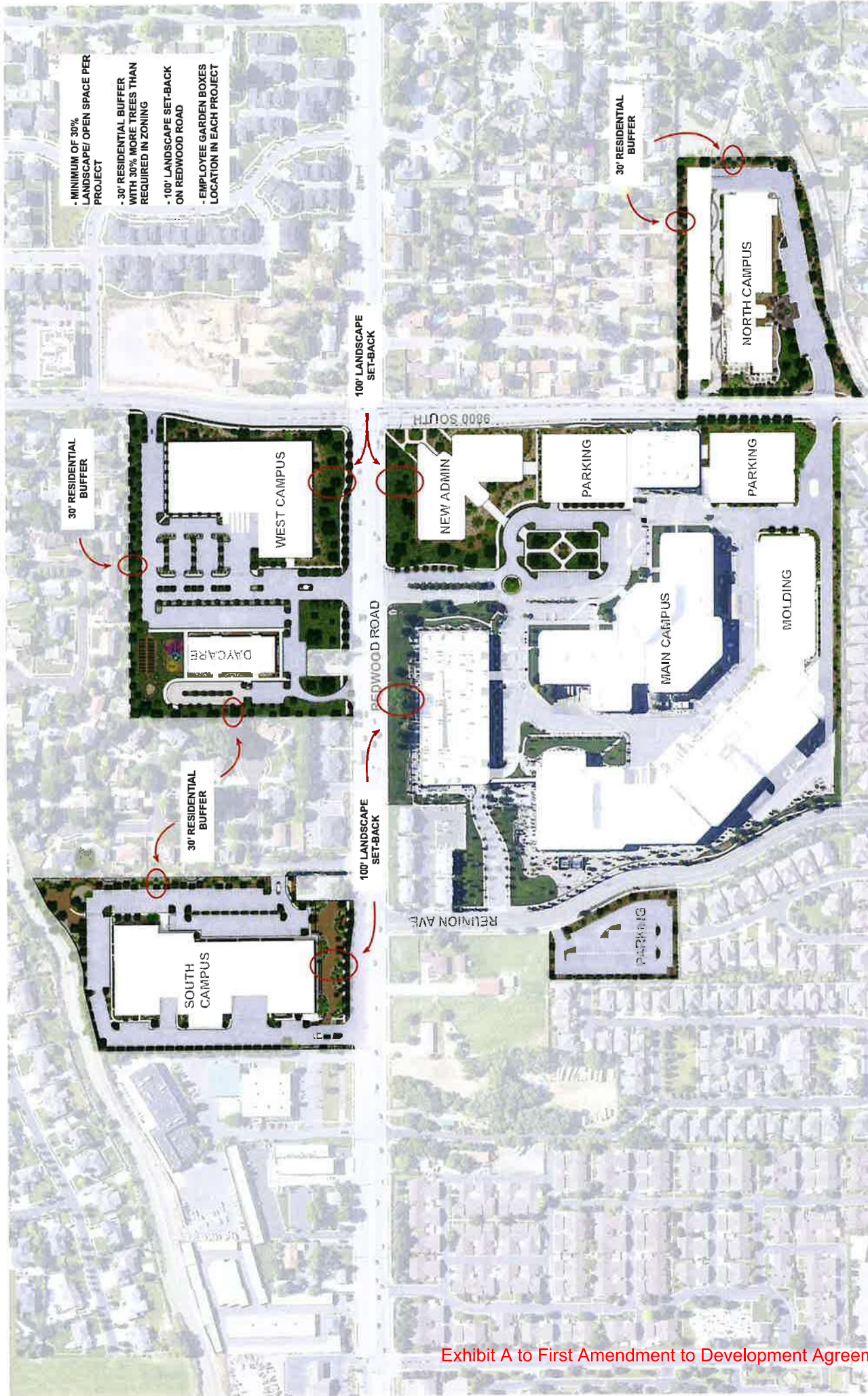


APRIL 2019

MERIT MEDICAL SIGNAGE LOCATION PLAN



Exhibit A to First Amendment to Development Agreement





JULY 2019

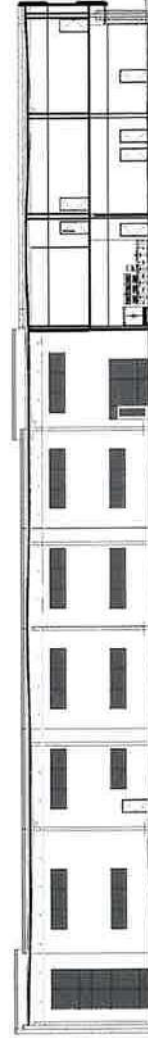
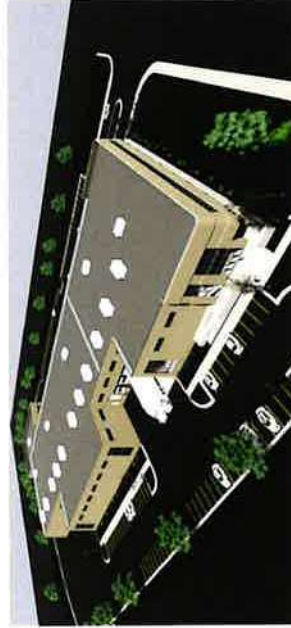
MERIT MEDICAL SOUTH CAMPUS





Project Details

Total Building Area-	113,785 sq.ft.
Total Site Area-	385,457 sq.ft. / 8.8 Acres
Total Stalls Provided-	227
Total Landscaping Area-	106,146 sq.ft. / 2.44 Acres
Building Distance To	
North Lot Line-	130 feet
Building Distance From	
South Lot Line-	100 Feet
<ul style="list-style-type: none"> -NEW BUILDING TO MATCH EXISTING MAIN CAMPUS -MINIMUM 30'-0" LANDSCAPE BUFFER TO RESIDENTIAL -VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS -MECHANICAL UNITS SCREENED -SECURITY PROVIDED 	




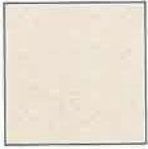







MERIT MEDICAL SOUTH CAMPUS

JULY 2019





MATERIAL TYPES:

- | | | | | | | | | |
|---|---|---|---|---|--|---|---|---|
|  |  |  |  |  |  |  |  |  |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |



MERIT MEDICAL SOUTH CAMPUS MATERIAL BOARD

APRIL 2019





MERIT MEDICAL WEST CAMPUS

JULY 2019





Project Details

- Total Building Area- 250,00 sq. ft.
- Total Site Area- 1,600,958 sq.ft. / 11 Acres
- Total Stalls Provided- 416
- Total Landscaping Area- 175,748 sq.ft. / 4 Acres
- Building Distance To North Lot Line- 30 feet
- Building Distance From South Lot Line- 400 Feet
- NEW BUILDING TO MATCH EXISTING MAIN CAMPUS
- MINIMUM 30'-0" LANDSCAPE BUFFER TO RESIDENTIAL
- VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS
- MECHANICAL UNITS SCREENED
- SECURITY PROVIDED



MERIT MEDICAL WEST CAMPUS

JULY 2019





MATERIAL TYPES:

- | | | | | | | | | |
|---|---|---|---|---|--|---|---|---|
|  |  |  |  |  |  |  |  |  |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |



MERIT MEDICAL WEST CAMPUS MATERIAL BOARD

APRIL 2019





APRIL 2019

MERIT MEDICAL ADMINISTRATION



Exhibit A to First Amendment to Development Agreement



Project Details

100,000 sq.ft.

200,000 sq.ft. / 4.5 Acres

500

90,000 sq.ft. / 2 Acres

30 feet

100 Feet

Total Building Area-

Total Site Area-

Total Stalls Provided-

Total Landscaping Area-

Building Distance To

North Lot Line-

Building Distance From

South Lot Line-

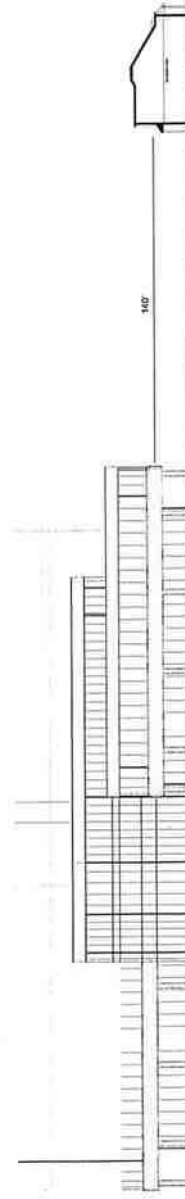
-NEW BUILDING TO MATCH EXISTING MAIN CAMPUS

-VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS

-MECHANICAL UNITS SCREENED

-CAMPUS SECURITY

-GRADUATED BUILDING HEIGHT



MERIT MEDICAL ADMINISTRATION

APRIL 2019





MATERIAL TYPES:

- 1 STIFFS BEIGE ON EXISTING WALLS AND TO MATCH EXISTING BUILDINGS
- 2 PAINTED TILT UP CONCRETE PANEL SHERWIN WILLIAMS 6072 VERSATILE GRAY
- 3 PAINTED TILT UP CONCRETE PANEL WITH FLUTED FORMLINER, SHERWIN WILLIAMS 6074 SPALDING GRAY
- 4 EXPOSED CONCRETE SURFACE SEALED FINISH FOR PARKING STRUCTURE
- 5 PRE-CAST CONCRETE PANELS FOR ADMINISTRATION FACADE
- 6 SUPRANEUTRAL LOW-E GRAY GUARDIAN GLASS
- 7 DARK BRONZE EXTERIOR BREAK METAL AND WINDOW FRAMES
- 8 PASSIVAED A360 STAINLESS STEEL RAILINGS
- 9 KAL WALL ROOFING OVER BRIDGES





APRIL 2019

MERIT MEDICAL MOLDING EXPANSION

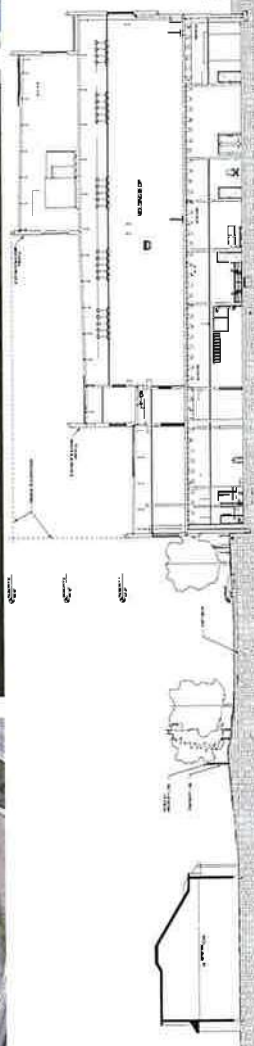
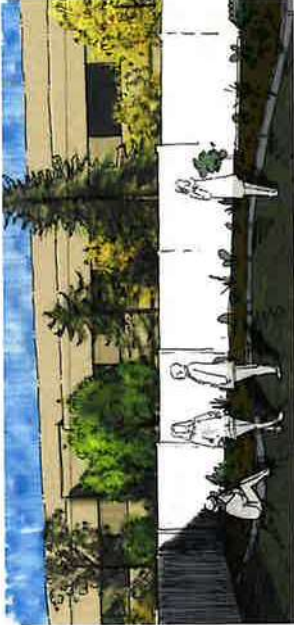




Project Details

- Total Building Area- 100,00 sq.ft.
- Total Site Area- 200,000 sq.ft. / 4.5 Acres
- Total Stalls Provided- 700
- Total Landscaping Area- 40,000 sq.ft. / 1 Acres
- Building Distance To North Lot Line- 30 feet
- Building Distance From South Lot Line- 70 Feet

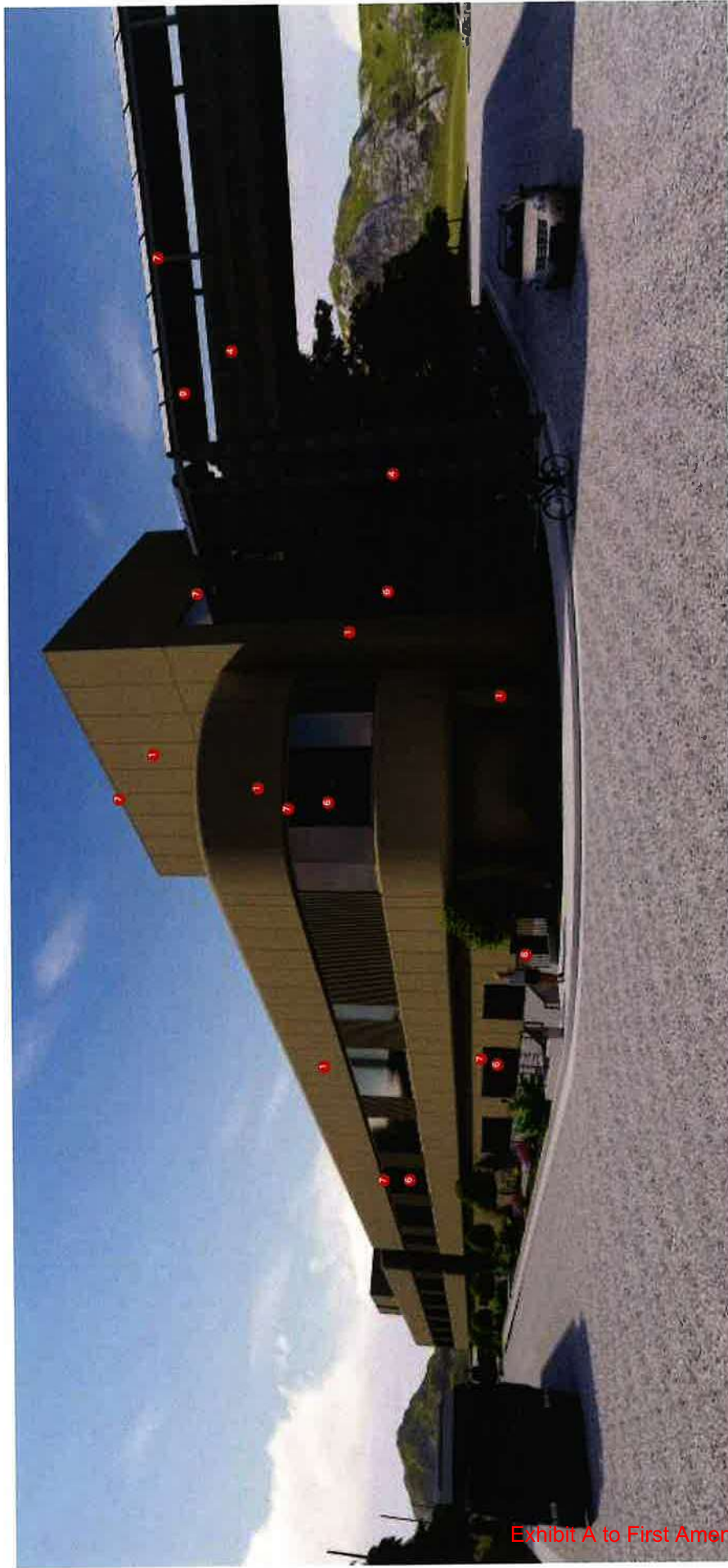
- NEW BUILDING TO MATCH EXISTING MAIN CAMPUS
- MINIMUM 30'-0" LANDSCAPE BUFFER TO RESIDENTIAL
- VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS
- MECHANICAL UNITS SCREENED
- SECURITY PROVIDED
- GRADUATED BUILDING HEIGHT



MERIT MEDICAL MOLDING EXPANSION

APRIL 2019





MATERIAL TYPES:

- | | | | | | | | | |
|---|---|---|---|---|--|---|---|---|
|  |  |  |  |  |  |  |  |  |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |



MERIT MEDICAL MOLDING EXPANSION MATERIAL BOARD

APRIL 2019





MATERIAL TYPES:

- | | | | | | | | | |
|---|---|---|---|---|--|---|---|---|
|  |  |  |  |  |  |  |  |  |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |

Exhibit C

(Mixed Use-Research and Development Zone Ordinance)

Chapter 17.54 REDWOOD ROAD MIXED USE (MU) ZONES

17.54.010: PURPOSE:
17.54.020: ZONING MAP DESIGNATIONS:
17.54.030: USES:
17.54.040: SITE PLAN/PLAT APPROVAL:
17.54.050: ZONE AND PROJECT AREA:
17.54.060: LOT FRONTAGE, WIDTH AND COVERAGE:
17.54.070: YARD REQUIREMENTS:
17.54.080: OPEN SPACE:
17.54.090: MIXED USE-NORTH GATEWAY (MU-NGATE) ZONE:
17.54.100: MIXED USE-RESEARCH AND DEVELOPMENT (MU-R&D) ZONE:
17.54.110: MU-CITY CENTER (MU-CITY) ZONE:
17.54.120: MU-HISTORIC AND LANDMARK (MU-HIST) ZONE:
17.54.130: MU-COMMUNITY CENTER (MU-COMM) ZONE:
17.54.140: MU-SOUTH CENTER (MU-SOUTH) ZONE:
17.54.150: MU-SOUTH GATEWAY (MU-SGATE) ZONE:
17.54.160: LANDSCAPING:
17.54.170: ARCHITECTURAL STANDARDS:
17.54.180: PARKING AND ACCESS:
17.54.190: FENCING, SCREENING AND CLEAR VISION:
17.54.200: LIGHTING:
17.54.210: OTHER REQUIREMENTS:
17.54.220: MAP:

17.54.010: PURPOSE:

The Redwood Road mixed use (MU) zones are established to implement the land use element of the general plan and the Redwood Road centers map, as amended, which is included for reference in this chapter. The purpose of the MU zones is to establish unique and distinct districts in a succession of nodes along the Redwood Road corridor. These districts are defined by separate classes of uses and development standards which identify the character of the individual districts. The allowed uses and standards applicable to each district are set forth in this chapter and are intended to create a distinctive identity representative of the city's quality of life. The MU zones will encourage orderly, aesthetically pleasing development and a balance of uses while discouraging strip commercial with its attendant congestion, pollution and visual blight. (Ord. 2016-05, 5-3-2016)

17.54.020: ZONING MAP DESIGNATIONS:

The MU zones shall be established according to the boundary of the individual center indicated on the "Redwood Road centers" map and according to the land uses designated on the general plan land use plan map, as adopted or amended by the city council. The MU zones shall be noted as follows on the official zoning map of the city:

MU-Ngate	Mixed use-north gateway zone
MU-R&D	Mixed use-research and development zone
MU-City	Mixed use-city center zone
MU-Hist	Mixed use-historic and landmark zone
MU-Comm	Mixed use-community center zone
MU-South	Mixed use-south center zone
MU-Sgate	Mixed use-south gateway zone

(Ord. 2016-05, 5-3-2016)

17.54.030: USES:

Uses may be conducted in the MU zones only in accordance with the following regulations:

- A. Only allowed permitted, conditional or accessory uses as set forth in this chapter may be conducted in the MU zones. A conditional use permit must be obtained prior to the establishment of a conditional use. Sexually oriented businesses are prohibited in the MU zones.
- B. All uses established in the MU zones shall be conducted within completely enclosed buildings, except those uses deemed, through conditional use approval, to be customary "outdoor" uses such as recreation, garden nursery, lumberyards or other similar uses.
- C. Accessory uses and buildings are permitted in the MU zones only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, parking areas, utility and loading areas and other buildings and activities which are incidental and subordinate to the permitted or conditional use on the premises. Accessory buildings in residential developments shall meet requirements for residential zones found elsewhere in this title.
- D. There shall be no open storage of trash, debris, used, wrecked or neglected materials, equipment or vehicles in MU zones. No commercial materials, goods or inventory may be stored in open areas in MU zones, except for temporary display items which are removed daily and which may be located only on private property no closer than ten feet (10') from any public right of way. No more than twelve (12) small party balloons and six (6) weatherproof placards, each not exceeding two feet (2') square per business, may be attached to the displays and shall be removed daily with the displays. All other signs and devices are prohibited. Outdoor storage of inventory or products such as firewood, water softener salt, garden supplies and building materials is permitted only in screened areas approved for such purpose with site plan review.
- E. No vehicle, boat or trailer, or parts thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, attended or not, may be parked or stored in MU zones for longer than seventy two (72) hours unless stored within a completely enclosed building or opaque fence enclosure which completely obscures said vehicle or parts from public view. No more than two (2) such vehicles may be so stored on a lot in MU zones. No commercial vehicles such as earthmoving or material handling equipment, semitrucks or trailers or any commercial truck, trailer or vehicle may be stored in MU zones for longer than seventy two (72) hours, except in conjunction with an approved use or approved development or construction activities on the property.
- F. Watercraft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an MU zone, except that said vehicles may be stored temporarily in front or street side yards for no longer than seventy two (72) hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front line of the main building and at least eight feet (8') from the street right of way line and if enclosed with a six foot (6') high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in MU zones, except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than seven (7) days per calendar year.
- G. Home occupations may be licensed in any residence in MU zones according to provisions of chapter 17.98 of this title. Home occupation daycare or schooling not exceeding six (6) attendees may only be allowed with a conditional use permit.
- H. Religious activities may be allowed in MU zones with approval of a conditional use permit. (Ord. 2016-05, 5-3-2016)

17.54.040: SITE PLAN/PLAT APPROVAL:

All uses proposed in the MU zones shall be established in conjunction with an approved conditional use permit, site plan, subdivision plat or condominium map. Procedures and requirements of this title and title 16 of this code concerning site plan, condominium map and plat approval shall be followed in the preparation and review of developments proposed in the MU zones. All uses shall be conducted according to the approved site plan, condominium map or plat and any conditions of approval. Site plans or plats may be altered according to procedures set forth in title 16 of this code. (Ord. 2016-05, 5-3-2016)

17.54.050: ZONE AND PROJECT AREA:

The minimum area of any MU zone shall be five (5) acres. The minimum area of any project in the MU zones shall be five (5) acres. "Project" shall be defined as any residential, commercial, institutional, office or mixed use development for which preliminary plat, map or site plan approval has been proposed or granted. If a project is proposed to be smaller than five (5) acres, a concept plan shall be prepared according to section 16.24.030 of this code with the involvement of the neighboring property owners and submitted for review by the planning commission. The concept plan shall facilitate future coordination of land use, access, parking, landscaping and building placement between the parcel proposed for development and neighboring parcels. The area for which the concept plan shall be prepared will be determined by the community development department but shall include, at a minimum, all parcels within five hundred feet (500') of the subject parcel. After reviewing the concept plan, the planning commission may authorize the developer to proceed with the site plan application according to the concept plan, require modifications to the concept plan before proceeding with the site plan or reject the concept plan. If the applicant proceeds with the site plan application, the concept plan may be considered by the planning commission in

approving or denying the site plan for the project. Any project under five (5) acres in area shall be a conditional use in the MU zones. (Ord. 2016-05, 5-3-2016)

17.54.060: LOT FRONTAGE, WIDTH AND COVERAGE:

- A. No minimum lot width is required for lots in MU zones, except for single-family lots developed to R-2.5 standards which shall have a minimum width of ninety feet (90') measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line.
- B. Each lot developed to R-2.5 standards shall abut the right of way line of a public street a minimum distance of ninety feet (90'), except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right of way a minimum distance of fifty feet (50').
- C. All developments not meeting R-2.5 standards shall abut a public street a minimum distance of one hundred fifty feet (150').
- D. Side property lines shall be within five degrees (5°) of perpendicular to the front lot line.
- E. No maximum lot coverage by buildings is required in the MU zones, except for single-family (R-2.5 standards) residential development, in which case the maximum lot coverage shall be forty percent (40%). (Ord. 2016-05, 5-3-2016)

17.54.070: YARD REQUIREMENTS:

The following minimum yard areas are required in the MU zones. The "project perimeter" yard area shall be measured from the exterior boundary of the preliminary plat or site plan. Yard requirements for self-storage facilities shall be determined with development review. Yards indicated as "landscaped" shall be landscaped with lawn, trees, shrubs or other plant material, except for necessary driveways and walkways.

A. Single-family residential (R-2.5 zone standards):

Front	30	feet (landscaped)
Side	10	feet
Corner lot street side	30	feet (landscaped)
Collector street side	35	feet
Rear	25	feet
Corner lot rear	10	feet
Collector street rear	35	feet

B. Office and institutional:

Front and street side	20	feet (landscaped)
Project perimeter adjacent to office use	0	feet
Project perimeter adjacent to retail use	5	feet (landscaped)
Project perimeter adjacent to multi-family residential use	10	feet (landscaped)
Project perimeter adjacent to single-family residential or agricultural use	10	feet (landscaped)
Between buildings	20	feet (landscaped, may be partially paved)

C. Retail:

Front and street side	20	feet (landscaped)
Project perimeter adjacent to office use	5	feet (landscaped)

Project perimeter adjacent to retail use	0	feet
Project perimeter adjacent to multi-family residential use	10	feet (landscaped)
Project perimeter adjacent to single-family residential use	15	feet (landscaped)
Between buildings	0	feet

D. The minimum side and rear landscaped yards for office and retail buildings or structures adjacent to residential or agricultural zones or uses shall be an additional foot for each foot of building height over twenty five feet (25'). The minimum setback from property lines for accessory buildings and structures exceeding twelve feet (12') in height shall be increased by one foot (1') for each foot of height in excess of twelve feet (12'). At least fifty percent (50%) of additional required yard areas shall be landscaped.

E. Projections into required yard areas shall be regulated according to the respective residential (R-1.8, R-2.5, R-3, R-M), commercial (C-C, C-N), industrial (C-I) and office (P-O) requirements found elsewhere in this title.

F. Should an adjacent property have a future land use designation that is commercial, office or industrial, the required minimum interior side and/or rear yard may be reduced if approved by the planning commission with site plan review. (Ord. 2016-05, 5-3-2016)

17.54.080: OPEN SPACE:

Open space is landscaped area, including required landscaped yard areas. Open space may include recreational improvements, including sports courts, swimming pools and walking paths. All open spaces shall be preserved and properly maintained by the owners. A perpetual open space easement or common area shall be recorded for developments by an owners' association with power to assess and collect fees for maintenance. Open space requirements for self-storage facilities shall be determined with development review. The following minimum landscaped open spaces shall be provided in the MU zones:

Multi-family residential	16 percent of gross area
Office, plant or institutional	30 percent of gross area
Retail	None
Single-family residential (R-2.5 zone standards)	None

(Ord. 2016-05, 5-3-2016)

17.54.090: MIXED USE-NORTH GATEWAY (MU-NGATE) ZONE:

A. Purpose: The mixed use-north gateway zone (MU-Ngate) is established to encourage primarily residential development which is representative of the residential character and lifestyle of the city. This zone will serve to identify and distinguish the city at the north boundary on Redwood Road.

B. Permitted Uses: The following use may be conducted in the MU-Ngate zone:

Single-family residential development R-2.5 standards.

C. Conditional Uses: The following uses may be allowed in the MU-Ngate zone with approval of a conditional use permit:

Active parks, recreation facilities.

Group daycare.

Medical or dental office.

Office or commercial PUD or condominium, minimum five (5) acres.

Office service.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Schools. (Ord. 2016-05, 5-3-2016)

17.54.100: MIXED USE-RESEARCH AND DEVELOPMENT (MU-R&D) ZONE:

A. Purpose: The mixed use-research and development zone (MU-R&D) is established to encourage primarily office, commercial and high tech laboratories and manufacturing development in a well landscaped campus environment. This zone will establish a visible area in the city for business and research facilities which promotes the use, open space and architectural standards of the community.

B. Permitted Uses: The following uses may be conducted in the MU-R&D zone:

Office service.

Research and development facilities.

C. Conditional Uses: The following uses may be allowed in the MU-R&D zone with approval of a conditional use permit:

Group daycare.

High tech light manufacturing, warehousing and distribution.

Office PUD or condominium, minimum five (5) acres.

Offices with customers on the premises.

Project smaller than five (5) acres.

Public or quasi-public uses.

Residential with attached or detached single-family dwellings, not stacked, maximum five (5) units per acre, minimum twenty (20) acres. (Ord. 2016-05, 5-3-2016)

17.54.110: MU-CITY CENTER (MU-CITY) ZONE:

A. Purpose: The mixed use-city center zone (MU-City) is established to provide a centralized retail hub within the 10400 South Redwood Road vicinity. This center will help to meet the routine retail and service needs of local residents and motorists. Development should be geared toward commerce and demonstrate the high architectural standards of the city. "Postmodern" architectural style is encouraged in building design.

B. Permitted Uses: The following uses may be conducted in the MU-City zone:

Health, beauty and fitness services.

Offices with customers on the premises.

Retail uses.

C. Conditional Uses: The following uses may be allowed in the MU-City zone with approval of a conditional use permit:

Active parks, recreation facilities.

Assisted living centers, maximum two (2) stories.

Automotive repairs entirely within enclosed buildings, maximum total of two (2) acres in the MU-City zone (no outside storage of parts, supplies, equipment or damaged vehicles).

Automotive services, including lube, tune up, wash, inspection, tires, mufflers, minor repairs (no outside storage of parts, supplies or equipment).

Banks, credit unions, financial institutions.

Bed and breakfast inn.

Business services.

Care centers, maximum two (2) stories.

Cultural facilities.

Drive-through facilities for allowed uses.

Educational and training activities.

Entertainment, amusement.

Equipment and appliance light repairs and service enclosed within a building.

Fast food with no eating accommodations.

Gas stations, convenience stores.

Group daycare center.

Laundry.

Lumber, building materials and landscaping retail sales yards.

Office or commercial PUD or condominium, minimum five (5) acres.

Office service.

Passive parks.

Pharmacy.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Restaurants.

Self-storage facilities, maximum total of three (3) acres in the MU-City zone. (Ord. 2016-05, 5-3-2016)

17.54.120: MU-HISTORIC AND LANDMARK (MU-HIST) ZONE:

A. Purpose: The Mixed Use-Historic and Landmark Zone (MU-Hist) is established to preserve the historic and cultural heritage of the City while providing limited residential, commercial and office opportunities. Uses established in the MU-Hist Zone will reflect and be sensitive to the historic nature of this zone. Buildings should reflect the historic architecture of the State, possibly implementing Victorian characteristics. Historic buildings and sites shall be preserved as required by the City Council.

B. Permitted Uses: The following uses may be conducted in the MU-Hist Zone:

Bed and breakfast lodging.

Minor retail uses.

Restaurants.

C. Conditional Uses: The following uses may be allowed in the MU-Hist Zone with approval of a conditional use permit:

Active parks, recreational activities.

Cultural facilities.

Minor business services.

Office or commercial PUD or condominium, minimum five (5) acres.

Office service.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Schools. (Ord. 2016-05, 5-3-2016)

17.54.130: MU-COMMUNITY CENTER (MU-COMM) ZONE:

A. Purpose: The Mixed Use-Community Center Zone (MU-Comm) is established to encourage centralized civic facilities with supporting and compatible office and commercial development. This zone should be characterized by a campuslike environment with pedestrian amenities.

B. Permitted Uses: The following uses may be conducted in the MU-Comm Zone:

Cultural facilities.

Office service.

Restaurants.

Retail business.

C. Conditional Uses: The following uses may be allowed in the MU-Comm Zone with approval of a conditional use permit:

Active parks, recreational facilities.

Buildings for religious activities.

Drive-through service.

Group daycare.

Health, beauty and fitness services.

Office or commercial PUD or condominium, minimum five (5) acres.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Schools. (Ord. 2016-05, 5-3-2016)

17.54.140: MU-SOUTH CENTER (MU-SOUTH) ZONE:

A. Purpose: The Mixed Use-South Center Zone (MU-South) is established to provide a retail hub at the 11400 South intersection. This center will help to meet the routine retail and service needs of residents in this vicinity and motorists passing through this major intersection. Development will be geared toward commerce and demonstrate the high architectural standards of the City. An equestrian theme is desired both in uses and architecture.

B. Permitted Uses: The following uses may be conducted in the MU-South Center Zone:

Health, beauty and fitness services.

Offices with customers on the premises.

Restaurants.

Retail uses.

C. Conditional Uses: The following uses may be allowed in the MU-South Center Zone with approval of a conditional use permit:

Active parks, recreational facilities.

Automotive repairs entirely within enclosed buildings, maximum total of three (3) acres in the MU-South Zone. No outside storage of parts, supplies, equipment or damaged vehicles visible from the street or from adjacent properties is allowed.

Automotive services, including lube, tune up, wash, inspection, tires, mufflers, minor repairs. No outside storage of parts, supplies, equipment or damaged vehicles visible from the street or from adjacent properties is allowed.

Banks, credit unions, financial institutions.

Bed and breakfast lodging.

Business services.

Cultural facilities.

Drive-through service.

Educational and training activities.

Entertainment, amusement.

Equipment and appliance light repairs and service enclosed within a building.

Fast food with no eating accommodations.

Gas stations, convenience stores.

Group daycare center.

Laundry.

Lumber, building materials and landscaping retail sales yards.

Office or commercial PUD or condominium.

Office service.

Passive parks.

Pharmacy.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Self-storage facilities, maximum total of three (3) acres in the MU-South Zone. (Ord. 2018-02, 4-3-2018)

17.54.150: MU-SOUTH GATEWAY (MU-SGATE) ZONE:

A. Purpose: The Mixed Use-South Gateway Zone (MU-Sgate) is established to encourage primarily office development which is representative of the character and lifestyle of the City. This zone will serve to identify and distinguish the City at the south boundary on Redwood Road. Architecture should be residential in scale and flavor.

B. Permitted Uses: The following use may be conducted in the MU-Sgate Zone:

Office service.

C. Conditional Uses: The following uses may be allowed in the MU-Sgate Zone with approval of a conditional use permit:

Active parks, recreation facilities.

Group daycare.

Office or commercial PUD or condominium.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities. (Ord. 2016-05, 5-3-2016)

17.54.160: LANDSCAPING:

A. The following landscaping requirements shall apply in the MU zones:

1. Single-family residential: The front and side yards of single-family lots shall be landscaped and properly maintained with grass, trees and other plant material unless otherwise approved with a conditional use permit.
2. Multi-family residential: Grass, shrubs, ground cover, two inch (2") or larger caliper deciduous trees, seven feet (7') or taller evergreen trees; grass and two inch (2") or larger caliper deciduous trees in public park strips.
3. Office, plant or institution: Grass, shrubs, ground cover, two inch (2") or larger caliper deciduous trees, seven feet (7') or taller evergreen trees; grass and two inch (2") or larger caliper deciduous trees in public park strips.
4. Retail business: Grass, shrubs, ground cover, two inch (2") or larger caliper deciduous trees, seven feet (7') or taller evergreen trees; grass in public park strips.

B. Areas of a development that are not covered by paving or buildings shall be landscaped. All required landscaping in yard areas and open spaces, except in R-2.5 developments, shall be installed or escrowed (due to weather) prior to occupancy.

C. All landscaped areas, including adjoining public right of way areas, shall be properly irrigated and maintained by the owners unless otherwise allowed with development approval.

D. Trees may not be topped nor may any landscape material be removed without city approval unless replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.

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

F. 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.

G. In commercial and institutional developments, minimum five foot (5') landscaped planters shall be provided along the street sides of buildings except at building entrances or drive-up windows. In office developments, said planters shall be provided around the entire building except at building entrances or drive-up windows.

H. All landscaped areas other than in single-family residential developments shall be separated from driveways and parking areas with minimum four inch (4") high curbs.

I. Minimum three (3) to four foot (4') high berms or hedges shall be provided in landscaped areas between public streets and parking areas of developments in the MU zones. Berms or hedges are not required where the entire area, excluding walkways, between the public street and a building is landscaped.

J. Trees shall be planted on private property, except in R-2.5 developments, at the minimum rate of one per seven hundred (700) square feet of required landscaped area. At least thirty percent (30%) of all required trees, excluding public park strip trees, shall be evergreens.

K. Trees are required in park strips along collector and arterial streets and shall be selected from and planted according to the city street tree plan. Trees shall be planted along the property side of the sidewalk on Redwood Road thirty feet (30') on center and six feet (6') from the sidewalk. Grass shall be planted and maintained in the park strip along Redwood Road.

L. Developments which 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 may be counted toward required open space

for the development. Waterways which traverse developments may be left open if properly landscaped and maintained. Any entity or agency having jurisdiction over said waterways must grant approval for any redevelopment of said waterways.

M. All development applications shall be accompanied by landscape plans prepared by a professional landscape architect. (Ord. 2016-05, 5-3-2016)

17.54.170: ARCHITECTURAL STANDARDS:

A. The following architectural standards are required for the respective uses listed in the MU zones:

1. Single-family residential: Brick or stone in the minimum amount of two feet (2') times perimeter of the foundation (including garage); minimum five to twelve (5:12) roof pitch; minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent) per dwelling; minimum two thousand four hundred (2,400) square feet minimum dwelling unit size.
2. Multi-family residential: Brick or stone in the minimum amount of two feet (2') times perimeter of the foundation (including garage) and stucco; minimum five to twelve (5:12) roof pitch; minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent) per dwelling; minimum two thousand four hundred (2,400) square feet per dwelling.
3. Small office, plant, institution or retail business (less than 5,000 square foot building): Minimum of fifty percent (50%) brick or stone; 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. Decorative accents and trim of other materials are permitted with planning commission approval. Roofs to be hipped or gabled with minimum six to twelve (6:12) pitch.

B. All building materials shall be high quality, durable and low maintenance. All buildings and structures in MU zones shall be maintained in good condition.

C. Remodeling or refacing of buildings, except in R-2.5 developments, may not be commenced without the approval of the planning commission.

D. All masonry and concrete materials, except minimal foundations, shall be integrally colored.

E. Exterior walls of buildings, except for single-family dwellings, in excess of forty feet (40') in length, shall have relief features at least four inches (4") deep at planned intervals.

F. All sides of multi-family dwellings containing more than four (4) units shall receive similar design treatment.

G. Maximum height of all buildings in the MU zones shall be thirty five feet (35').

H. Signs shall meet requirements of title 16, chapter 16.36 of this code according to P-O zone standards for office uses and according to C-C zone standards for commercial uses and shall be constructed of materials which are compatible with the buildings which they identify.

I. All buildings and signs in individual developments shall possess a consistent architectural theme which reflects the character of the district in which they are located.

J. All buildings and structures shall be designed by a licensed professional architect.

K. Any site or building in MU zones believed by the city council to have historical significance shall be preserved for a maximum period of six (6) months upon written notification to the city that a change in use, redevelopment or demolition of the property is desired. The owner or developer of the subject site or building shall request that the city make a determination on the disposition of the property. If the city council determines that preservation is desired, negotiations should be undertaken and finalized within the six (6) month period. If negotiations to preserve the site or building are not completed or continued in a mutually acceptable manner within six (6) months, the building or site may be redeveloped, remodeled or demolished in conformance with the provisions of this chapter.

L. Attached garages on single-family residential corner lots may be located on the interior side of the lot or on the street side of the lot only if the garage is accessed directly from the side street. (Ord. 2016-05, 5-3-2016)

17.54.180: PARKING AND ACCESS:

The following parking and access requirements shall apply in the MU zones:

- A. Parking areas and vehicle access shall meet the requirements of title 16, chapter 16.26 of this Code. Defined pedestrian access shall be provided between adjacent developments, buildings and parking areas as required by the Planning Commission. 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 loaded rows. Sidewalks shall be at least six inches (6") higher than driveway and parking surfaces. An eight foot (8') wide sidewalk shall be required along Redwood Road and shall be set back a minimum of two feet (2') from the right-of-way line. The eight foot (8') sidewalk

shall be considered landscaping for purposes of this chapter. Park strips (minimum 12 feet wide) between the sidewalk and the curb shall be landscaped and maintained with grass.

- B. If approved by the Planning Commission, cash may be paid to the City for future construction of improvements for roads which are designated for widening in the Transportation Master Plan.
- C. Access to public streets shall be approved by the City Engineer and, if a State road, by UDOT. Vehicle access to developments from collector and arterial streets shall be shared as required by the Planning Commission. Driveways and streets intercepting or intersecting the same collector or arterial street shall be separated by a minimum distance of three hundred feet (300'). Double frontage lots may be accessed only from a subdivision or neighborhood street, not from a collector or arterial street.
- D. Streets and related improvements shall be designed, constructed and dedicated according to State and/or City standards and according to the design widths established by the Transportation Master Plan and the Road and Bridge Design and Construction Standards of the City. Proposed streets on the Redwood Road Land Use Plan, or other acceptable alignments, shall be implemented with new development and shall be designed to right-of-way widths as specified by the City Council.
- E. New development shall make reasonable accommodation for mass transit facilities. The developer shall consult the State transit authority as required by the City.
- F. Easements, rights-of-way or improvements shall be provided for urban trails according to the City Trails Plan or as required by the Planning Commission.
- G. Loading areas shall be located at the rear of buildings and shall be separated from parking areas.
- H. Buildings shall be arranged in clusters to encourage pedestrian access. Areas between streets or parking areas and the building or at the center of the building cluster shall consist of sidewalks, plazas, landscaped planters with shade trees, benches, waste receptacles and other street furniture and amenities as approved and required by the Planning Commission. On street parking may be allowed in calculating the minimum parking requirement; provided, that sufficient street width is provided to accommodate said parking. (Ord. 2016-05, 5-3-2016)

17.54.190: FENCING, SCREENING AND CLEAR VISION:

The following fencing, screening and clear vision requirements shall apply in the MU Zones: (Ord. 2016-05, 5-3-2016)

- A. All mechanical equipment, antennas, 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 high as the receptacle itself, but not less than six feet (6') in height, 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)
- B. Incompatible land uses shall be screened with six foot (6') vinyl, simulated wood or masonry fences as determined by the Planning Commission. A minimum six foot (6') decorative masonry wall is required between commercial or office zones and agricultural or residential zones. A higher fence or wall may be allowed or required by the Planning Commission in unusual circumstances. A building permit is required for fences or walls over six feet (6') high. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined by the Planning Commission.
- C. In residential developments and except for development perimeter fencing, no wall, fence or opaque hedge or screening material higher than six feet (6') shall be erected or maintained in any rear or side yard. Buffering and screening elements associated with a private recreation facility shall be exempt from this section.
- D. In residential developments, no wall, fence or screening material shall be erected between a street side building line and a street, except as required in subsection A of this section.
- E. Landscape materials, except for mature trees which are pruned at least seven feet (7') above the ground, and fences shall not exceed three feet (3') in height within a ten foot (10') triangular area formed by the edge of a driveway and the street right of way line or within a thirty foot (30') triangular area formed by the right of way lines of intersecting streets.
- F. Any wall or fence erected or maintained at the rear or side property line in residential developments adjacent to and parallel with a collector or arterial street shall be six feet (6') tall and shall be constructed in accordance with provisions for collector street fencing in section 16.04.200 of this code. A building permit is required for construction of a collector street fence. Construction drawings and brick samples are required. Collector street fences shall be installed so as to prevent weed growth between the fence and the public sidewalk. Other fences may be installed no closer than twenty feet (20') from any street right of way line, except as otherwise prohibited in this title. Proposed modifications to collector street fencing must be consistent with adjacent fencing provided that the

adjacent fencing meets requirements for collector street fencing. Proposed collector street fences may not be installed until reviewed by the community development director or his designee. (Ord. 2016-05, 5-3-2016)

17.54.200: LIGHTING:

The following lighting requirements shall apply in the MU zones:

- A. A lighting plan shall be submitted with all new developments in the MU zones. Site lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
- B. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
- C. Lighting fixtures on public property shall be architectural grade. A single streetlight design, approved by the city council and the engineering department, will be used on the same street. (Ord. 2016-05, 5-3-2016)

17.54.210: OTHER REQUIREMENTS:

- A. Private Covenants: Developers of projects that will include common area, private streets, shared private improvements, or shall otherwise include restrictive covenants shall submit a proposed declaration of conditions, covenants and restrictions ("CC&Rs") to city staff for review. The CC&Rs shall be recorded concurrently with the final plat and, except where the city has agreed to and executed documents to guarantee the establishment of a special assessment area, shall include the following:
 - 1. An opinion of legal counsel licensed to practice law in the state that the project meets requirements of state law.
 - 2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to city conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by city staff and approved by the planning commission.
 - 3. Language consistent with section 17.04.300 of this title.
- B. Grading And Drainage: All residential developments shall be graded according to the city's engineering and building requirements to provide adequate drainage in said developments. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
- C. Maintenance: All private common areas in residential developments shall be properly maintained by the owners.
- D. Easements: Permanent buildings may not be located within a public easement.
- E. Phasing Plan: A project phasing plan shall be submitted for review by the planning commission at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the planning commission. (Ord. 2016-05, 5-3-2016)

17.130.050: PLANNED DEVELOPMENT FLOATING ZONE:

17.130.050.010: PURPOSE:

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

17.130.050.020: ESTABLISHMENT:

A. Procedure:

- 1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the

development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.

2. Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. The development plan shall be approved by development agreement in conjunction with the rezoning approval. (Ord. 2016-05, 5-3-2016)
3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone. (Ord. 2016-05, 5-3-2016; amd. Ord. 2019-01, 3-5-2019)

B. Development Plan Requirements:

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

C. Prohibited:

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

D. Effect Of Approval:

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

E. Vested Rights:

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

Exhibit D

(Resolution R2019-35)

Executed version to be inserted without Exhibit 1

EXHIBIT E
BUILDING HEIGHT RESTRICTION

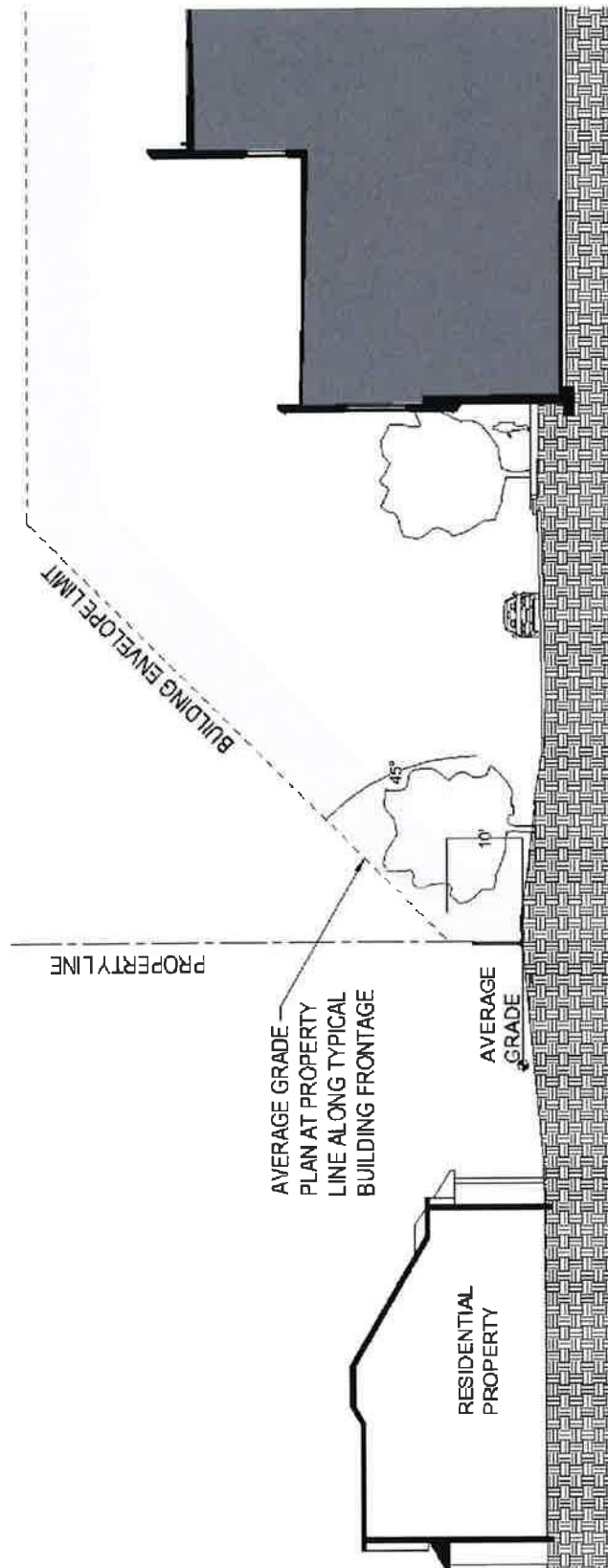


EXHIBIT F
SOUTH CAMPUS PROPERTY

(Legal Description of the Property)

Parcel No. 27-10-377-001:

BEG S 391 FT & W 53 FT FR NE COR OF SE 1/4 OF SW 1/4 OF SEC 10, T 3S, R 1W, SLM; S 85.33 FT; W 774.99 FT, M OR L TO CEN OF UTAH & SALT LAKE CANAL; NW'LY ALG SD CANAL TO A PT W 953.865 FT FR NE COR OF SE 1/4 OF SW 1/4 OF SD SEC 10; E 356.4 FT; S 8°50'40" E 147.62 FT; W 28.14 FT; S 120 FT; E 30FT; S 126 FT; E 520 FT TO BEG. 4.16 AC M OR L. 3809-0482 3887-142 7429-1924 8602-7909 8813-5298 8797-334 9097-3793

Parcel No. 27-10-377-029:

BEG 265.86 FT S & 53 FT W FR NE COR OF SE 1/4 OF SW 1/4 OF SEC 10, T 3S, R 1W, SLM; W 520 FT; S 126 FT; E 320 FT; N 110FT; E 200 FT; N 16 FT TO BEG. ALSO BEG S 281.86 FT & W 53 FT FR NE COR OF THE SE 1/4 OF THE SW 1/4 OF SEC 10, T 3S, R 1W, SLM; W 200 FT; S 109.14 FT; E 200 FT; N 109.14 FT TO BEG. 1.50 AC.

Parcel No. 27-10-377-004:

BEG S 145.86 FT & W 53 FT FR NE COR OF SE 1/4 OF SW 1/4 SEC 10, T 3S, R 1W, SLM; W 550 FT; S 120 FT; E 550 FT; N 120 FT TO BEG. 1.51 AC. 8532-6174 8602-7934 8813-5298 8797-0337 8851-8462 9543-7332 10105-4056

EXHIBIT B



MERIT MEDICAL EXISTING SITE CONDITION

Exhibit B to First Amendment to Development Agreement

JULY 2023



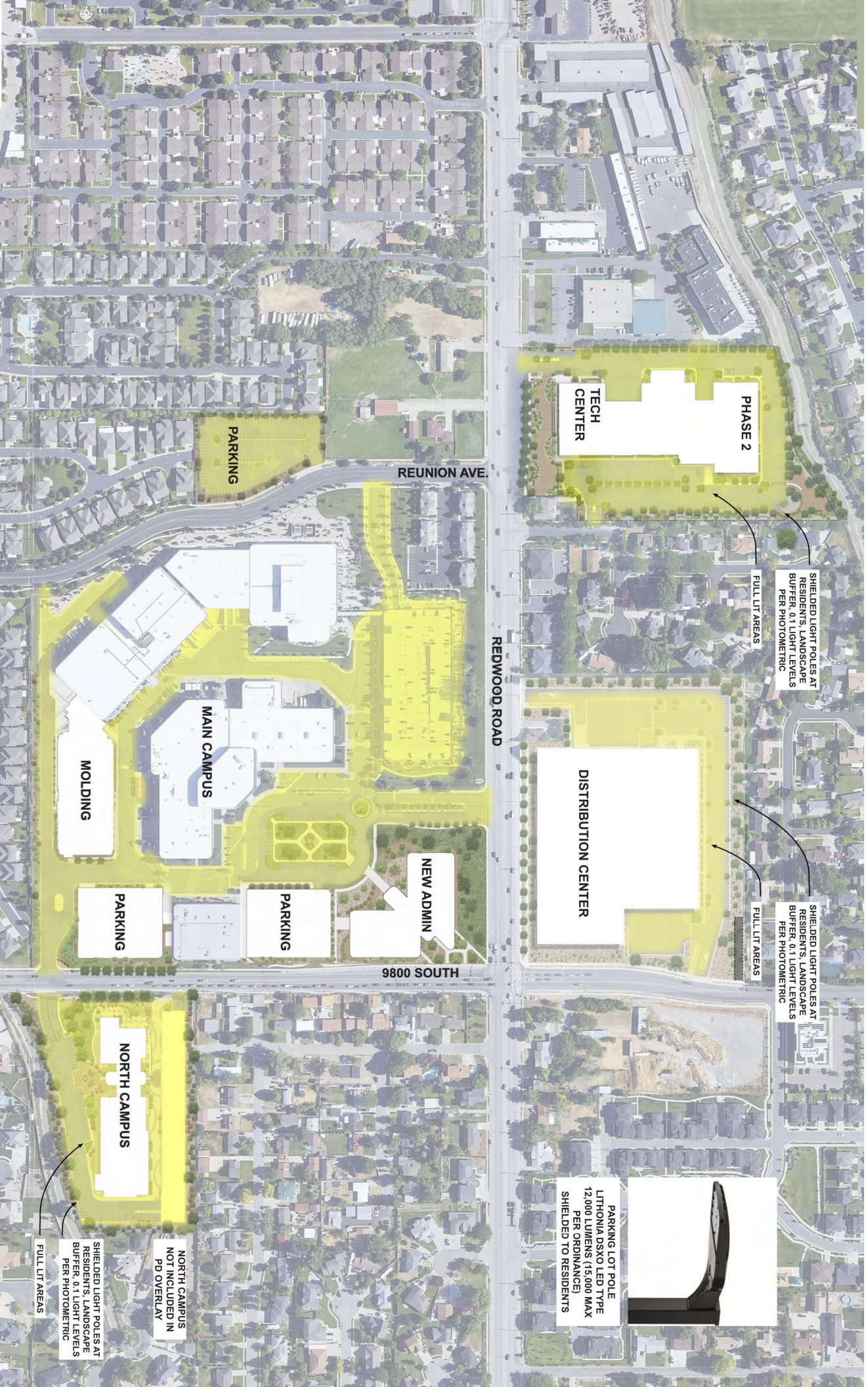




PRECISE DISCUSSION WITH CITY INCLUDE ROAD IMPROVEMENTS TO ACCESS WITH GATE TO DISTRIBUTION CENTER FROM PROPERTY TO CITY OF WAY FOR RESIDENTIAL ROAD AND ACCESS OFF 9800 SOUTH MUST MEET CITY CODE







SHIELDED LIGHT POLES AT
RESIDENTS' LANDSCAPE
BUFFER, 0.1 LIGHT LEVELS
PER PHOTOMETRIC

FULL LIT AREAS

SHIELDED LIGHT POLES AT
RESIDENTS' LANDSCAPE
BUFFER, 0.1 LIGHT LEVELS
PER PHOTOMETRIC

FULL LIT AREAS

PARKING LOT POLE
LITHONIA DSXO LED TYPE
12,000 LUMENS (15,000 MAX
PER ORDINANCE)
SHIELDED TO RESIDENTS



SHIELDED LIGHT POLES AT
RESIDENTS' LANDSCAPE
BUFFER, 0.1 LIGHT LEVELS
PER PHOTOMETRIC

FULL LIT AREAS

NORTH CAMPUS
NOT INCLUDED IN
PD OVERLAY



MERIT MEDICAL LIGHTING PLAN

Exhibit B to First Amendment to Development Agreement

JULY 2023







PARCEL TO BE DEDICATED TO
CITY FOR FUTURE ROAD
CONNECTION TO NEIGHBORHOOD

- MINIMUM OF 30%
LANDSCAPE/ OPEN SPACE PER
PROJECT
- 25'-30' RESIDENTIAL BUFFER
WITH 30% MORE TREES THAN
REQUIRED IN ZONING
- 40'-100' LANDSCAPE SET-
BACK ON REDWOOD ROAD
- EMPLOYEE GARDEN BOXES
LOCATION IN EACH PROJECT



MERIT MEDICAL LANDSCAPING AND OPEN SPACE

Exhibit B to First Amendment to Development Agreement

JULY 2023





PARCEL TO BE DEDICATED TO
CITY FOR FUTURE ROAD
CONNECTION TO NEIGHBORHOOD

DISTRIBUTION CENTER

DELIVERY BAY
12' WALL

DELIVERY BAY
12' WALL

SECURITY
GATE

SECURITY
GATE

REDWOOD RD.

SHIELDS LN.



Project Details

Total Building Area - 225,000 sq. ft.

Total Site Area - 502,985 sq. ft. / 11.5 acres

Total Stalls Provided - 120

Total Landscaping Area - 120,551 sq. ft. / 2.8 acres

Building Distance To West Lot Line - 116 feet

Building Distance From South Lot Line - 190 feet

- MINIMUM 30'-0" LANDSCAPE BUFFER TO RESIDENTIAL
- VERY MINIMAL LIGHT INTRUSION TO NEIGHBORS
- DELIVERY BAYS SCREENED
- SECURITY PROVIDED

