

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 04/26/2022

Issue: DISTRICT HEIGHTS RESIDENTIAL
PRELIMINARY SUBDIVISION PLAT AND CONDITIONAL USE
PERMIT AMENDEMENT

Address: 11210 S. River Heights Dr.

File No: PLPP202200009
PLCUP202100227

Applicant: Ashley Atkinson, Sequoia Development

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

Staff Recommendation (Motion Ready): I move that the Planning Commission **approve** application:

- PLPP202200009 to allow for division of land to create a multi-family residential subdivison; and
 - To amend PLCUP202100227 to allow for slight reduction in project density and a change to the site layout;
-

ACREAGE:	Approximately 4 acres
CURRENT ZONE:	BH-MU (Bangerter Highway – Mixed Use) Zone
CURRENT USE:	Undeveloped and raw land
FUTURE LAND USE PLAN:	EIO (Economic Infill Opportunity)
NEIGHBORING ZONES/USES:	North – BH-MU / ICO District Apartments South – BH-MU / Medical Office Building West – R-M-6 / Bangerter Highway East – BH-MU / River Heights Dr.

CONDITIONAL USE REVIEW:

A use is conditional because it may have unique characteristics that detrimentally affect the zone and therefore are not compatible with other uses in the zone, but could be compatible if certain conditions are required that mitigate the detrimental effect.

To impose a condition on a use, the detrimental effect must be identified and be based on upon substantial evidence, not simply a suspicion or unfounded concern. Any condition must be the least restrictive method to mitigate the detrimental effect.

The Planning Commission shall approve a conditional use permit application if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed conditional use in accordance with applicable standards.

The Planning Commission may deny a conditional use permit application if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards. Further, City Code § 17.18.050 provides:

I. COMPLIANCE AND REVOCATION:

1. A conditional use may be commenced and operated only upon:
 - a. compliance with all conditions of an applicable conditional use permit;
 - b. observance of all requirements of this title relating to maintenance of improvements and conduct of the use or business as approved; and
 - c. compliance with all applicable local, state, and federal laws.
2. A conditional use permit may be revoked by the City Council at any time due to the permittee's failure to commence or operate the conditional use in accordance with the requirements of subsection A of this section.

STANDARD OF REVIEW:

Once all application requirements have been met, redline corrections made, revised plans and plat submitted and City staff approval given, the preliminary subdivision plat application 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 at the public hearing regarding the proposed subdivision. The Planning Commission may approve, approve with conditions or if the project does not meet City ordinances or sanitary sewer or culinary water requirements, deny the preliminary subdivision plat application. (Ord. 2007-01, 1-16-2007)

City Code § 16.10.060

BACKGROUND:

The proposed development was reviewed and approved for conditional use permit in October of 2021. As part of the review process and approval, the applicant was required to submit a design book that included a concept site plan, elevations and design features. The design book was approved with the conditional use permit. Between then and now, the applicant has made a couple of minor changes to the concept site plan in order to provide for a better and more efficient site design. The number of units was reduced from 62 to 60, and the central project area was changed to eliminate the small open space from the previous design. Decision to eliminate the common open space was to provide for larger private spaces and also to reduce the need to water the lawn in the common open space area. There will be no lawn in the project.

Building design, features, fencing and all other elements from the design book have not changed since the approval of the conditional use permit. The project will be accessed off River Heights via two drive approaches. The approach at the south end is existing and will not be modified. The approach at the north end will be constructed with the project. River Heights Dr. is a fully improved city street and no improvements are required to be made with this project.

Most of the improvements being made on site are private that the City will not have to maintain. Storm water will be retained on site and slowly released into the system in River Heights. The only infrastructure for the City to maintain will be the water meters and fire hydrants. Everything else will be private including the interior drives, lighting, fences and the landscaping.

Landscaping will consist of various decorative grasses, shrubs and trees throughout the site. There will be no sod in the project. The ground cover will consist of rock mulch of different colors and sizes. As for the landscaping in the parkstrip on River Heights Dr., that will remain as is. Existing trees and sod will be preserved with the project.

There will be a 12' UDOT sound wall installed along Bangerter Highway. A 6' privacy vinyl fence is existing along the north boundary and will remain as is. No fencing will be installed along the south boundary or along River Heights Dr.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- The project is located in the BH-MU Zone. It meets the Planning and Zoning, as well as the Subdivision and Development Code requirements of the Municipal Code.
- It conforms to all provisions of the development agreement from 2010 pertaining to land development in this specific area.

Conclusion:

- The proposed project will meet the requirements of the Subdivision and Development (Title 16) and the Planning and Zoning (Title 17) Codes. The proposed use does not appear to violate any health, safety or welfare standards. In addition, staff was not able to identify any detrimental effects to the adjacent properties. Therefore the planning staff recommends approval of the application.

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
- Zoning Map
- Subdivision Plat
- Site Plan
- Utility Plan
- Grading Plan
- Drainage Plan
- Landscape Plan
- CUP Letter
- CUP Staff Report
- Development Agreement

Damir Drozdek

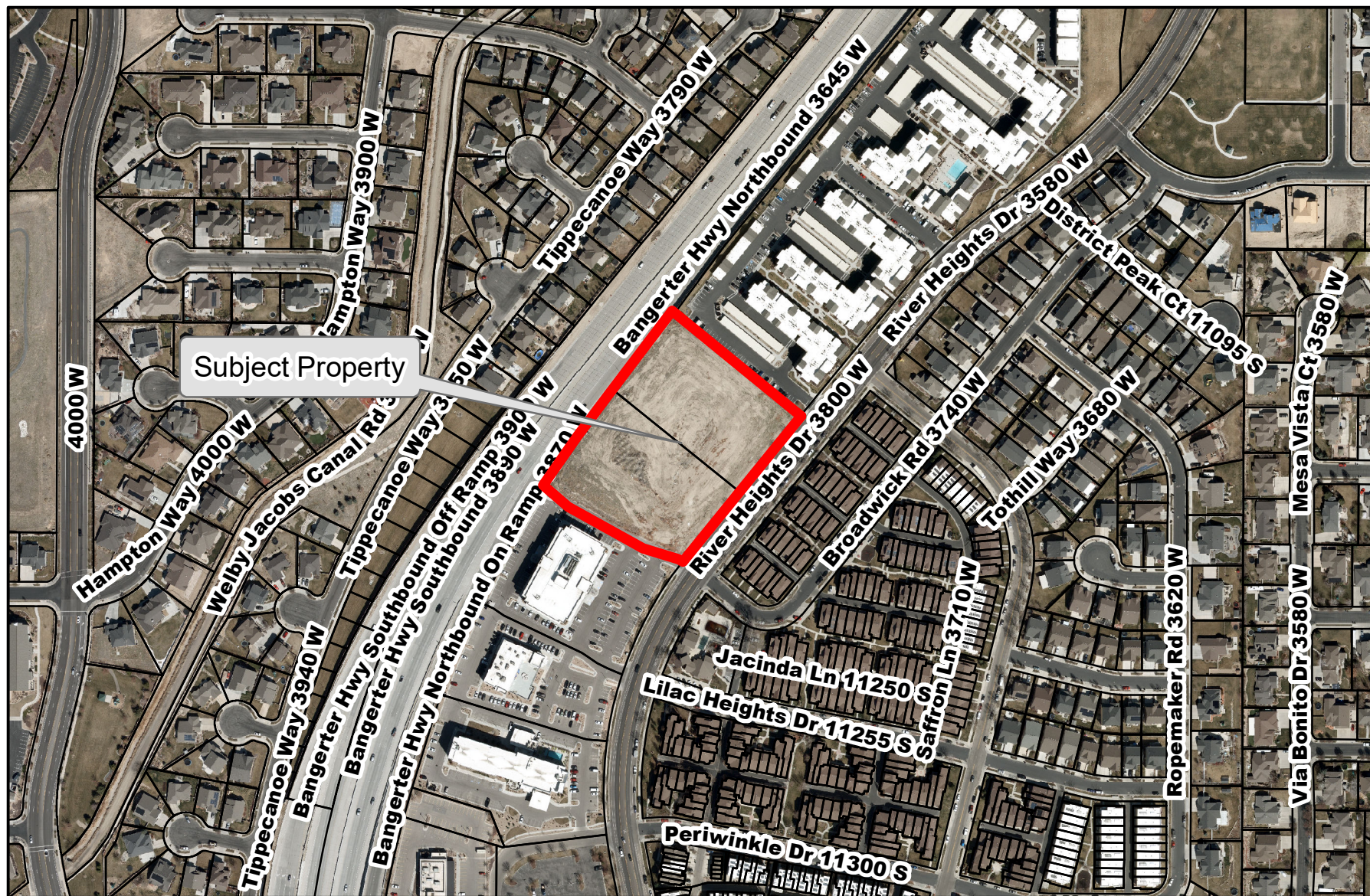
Damir Drozdek (Apr 18, 2022 15:00 MDT)


Damir Drozdek, AICP
Planner III, Planning Department

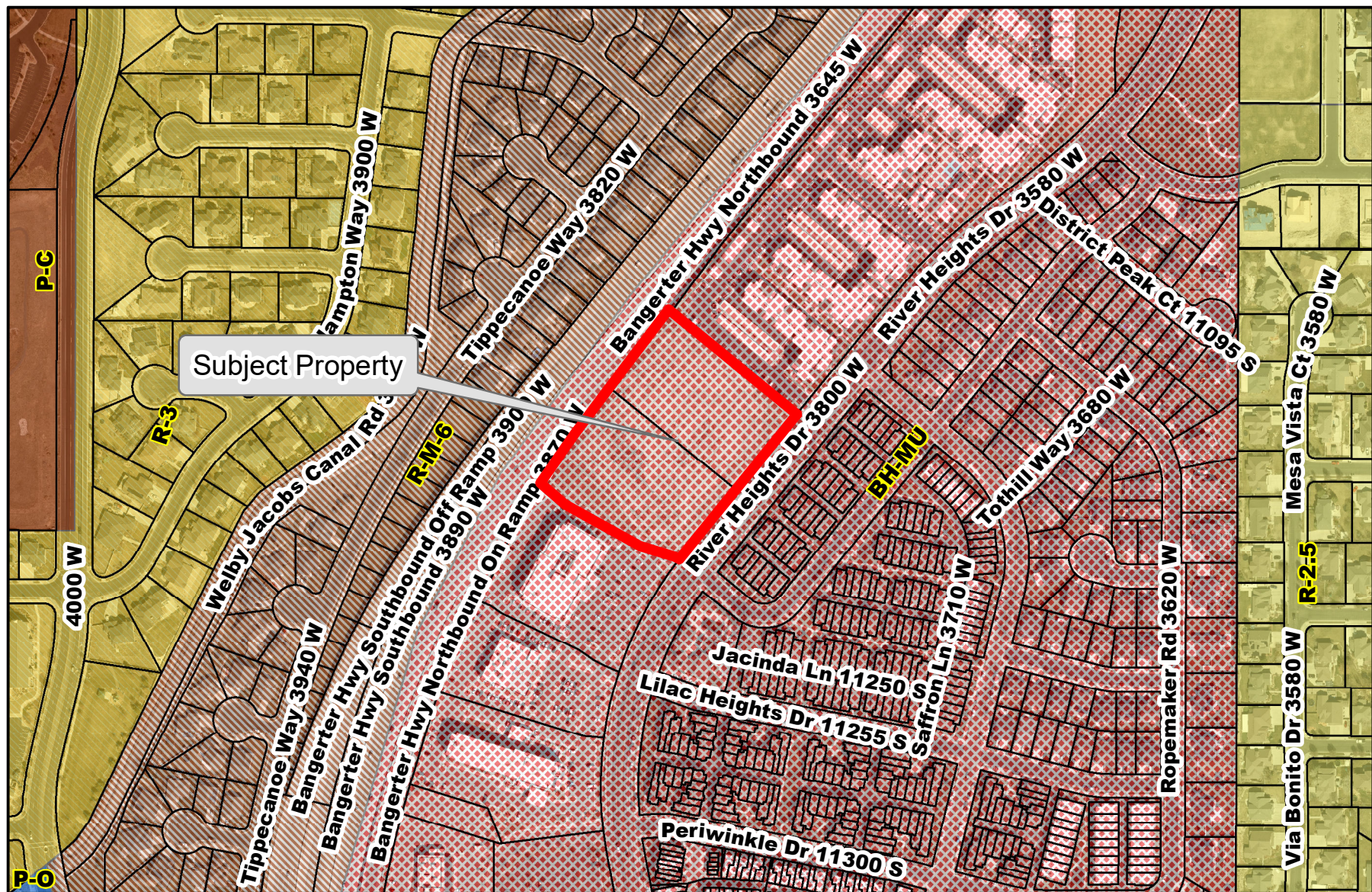
Brad Klavano


Brad Klavano (Apr 18, 2022 15:09 MDT)

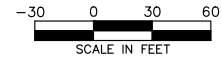
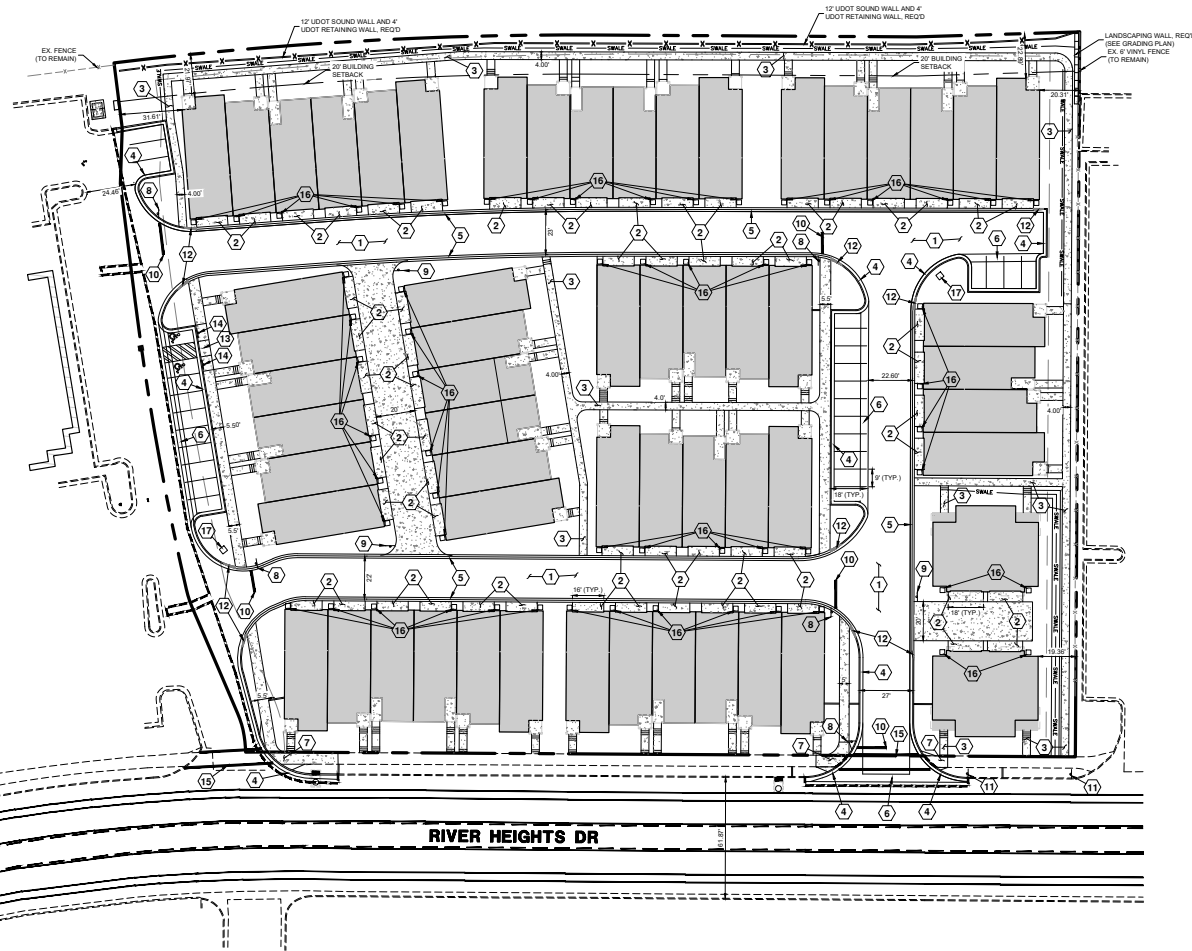
Brad Klavano, P.E.
Director of Engineering Services



<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Aerial Map</h2> <h3>City of South Jordan</h3>	<p>0 105 210 420 630 840 Feet</p> <p>Aerial Imagery 2021</p> 
--	---	--



<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Zoning Map</h2> <h3>City of South Jordan</h3>	<p>0 105 210 420 630 840 Feet</p> <p>Aerial Imagery 2021</p> 
--	---	--



LEGEND

---	PROJECT BOUNDARY
---	BUILDING SETBACK
---	EXISTING CURB & GUTTER
---	EXISTING SIDEWALK
---	EXISTING FENCE
---	PROPOSED BUILDINGS
---	PROPOSED CURB & GUTTER
---	PROPOSED SIDEWALK
---	PROPOSED FENCE
---	PROPOSED SAWCUT

- KEYNOTE LEGEND**
1. ASPHALT PAVEMENT REQ'D (SEE DETAIL-8 ON SHEET C8.0)
 2. CONCRETE PAVEMENT REQ'D (SEE DETAIL-9 ON SHEET C8.0)
 3. 4" CONCRETE SIDEWALK REQ'D, UNLESS NOTED OTHERWISE (SEE DETAIL-12 ON SHEET C8.1)
 4. 24" CURB & GUTTER REQ'D (SEE DETAIL-7 TYPE A ON SHEET C8.0)
 5. 24" MOUNTABLE CURB & GUTTER REQ'D (SEE DETAIL-7 TYPE D ON SHEET C8.0)
 6. 6" WATERWAY REQ'D (SEE DETAIL-10 ON SHEET C8.1)
 7. ADA RAMP REQ'D (SEE DETAIL-13&14 ON SHEET C8.1)
 8. 30" MUTCD R1-1 STOP SIGN WITH STREET SIGN REQ'D
 9. 30" MUTCD R1-2 YIELD SIGN WITH STREET SIGN REQ'D
 10. 12" WHITE STOP LINE PER MUTCD STANDARDS REQ'D
 11. 12"x18" MUTCD R7-1 NO PARKING SIGN AND 12"x8" R7-201aP REQ'D
 12. MOUNTABLE CURB TO HIGH BACK CURB TRANSITION REQ'D
 13. ADA RAMP REQ'D (SEE DETAIL-20 TYPE A ON SHEET C8.3)
 14. MUTCD R7-8 & R7-8P ADA PARKING SIGN REQ'D
 15. PEDESTRIAN CROSSWALK STRIPING PER MUTCD REQ'D
 16. AIR CONDITIONING UNIT REQ'D
 17. CBU BOXES REQ'D

- SITE NOTES**
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS AND SPECIFICATIONS. IN THE ABSENCE OF PROJECT STANDARD AND SPECIFICATIONS APWA STANDARD AND SPECIFICATIONS SHALL GOVERN.
 2. CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL SIDEWALK, PAVEMENT, GRAVEL, UTILITIES, LANDSCAPING, IRRIGATION, FENCING AND EXISTING IMPROVEMENTS DAMAGED AS PART OF CONSTRUCTION.
 3. ALL CURB DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 4. ALL WORK SHALL COMPLY WITH THE PROJECT PLANS, PROJECT SPECIFICATIONS, AND PROJECT GEOTECHNICAL ENGINEERING REPORT, WHICHEVER IS THE MOST STRINGENT.
 5. ALL STRIPING, PAVEMENT MARKINGS, AND SIGNAGE TO COMPLY WITH THE CURRENT M.U.T.C.D. EDITION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR LOCAL CODE, WHICHEVER IS MORE STRINGENT.
 6. CONTRACTOR IS RESPONSIBLE FOR PERFORMING WORK ON OR ADJACENT TO A PUBLIC ROAD TO PROVIDE, INSTALL, AND MAINTAIN APPROPRIATE TRAFFIC CONTROL DEVICES, AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES THAT MAY BE REQUIRED TO INSURE SAFE AND EFFICIENT MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA AND TO PROVIDE MAXIMUM PROTECTION AND SAFETY TO ROAD WORKERS.
 7. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT DIMENSIONS ARE NOT SHOWN CONTACT ENGINEER FOR CLARIFICATION.



PRELIMINARY PLANS

DATE	DESCRIPTION
03/22	PROJECT BOUNDARY
03/22	BUILDING SETBACK
03/22	EXISTING CURB & GUTTER
03/22	EXISTING SIDEWALK
03/22	EXISTING FENCE
03/22	PROPOSED BUILDINGS
03/22	PROPOSED CURB & GUTTER
03/22	PROPOSED SIDEWALK
03/22	PROPOSED FENCE
03/22	PROPOSED SAWCUT

PEPG CONSULTING

11210 SOUTH RIVER HEIGHTS DR
SALT LAKE CITY, UT 84119
PHONE: (801) 582-2521 • FAX: (801) 582-2551

CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS

DISTRICT HEIGHTS TOWNHOMES

11210 SOUTH RIVER HEIGHTS DR

SITE PLAN

APRIL 04, 2023
6152-2117
PROJECT NUMBER

DWG 02-SITE
DRAWING FILE

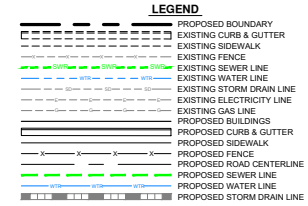
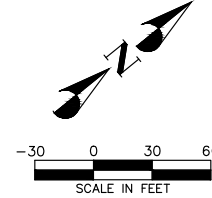
LAST REVISED

SOUTH JORDAN
CITY



SHEET NO. **C2.0**

- CULINARY WATER LINE CONNECTION REQUIREMENTS:
- CULINARY WATER LATERAL TAPS MUST HAVE A 3' SEPARATION AT THE WATER MAIN.
 - WATER METER BARRELS MUST MAINTAIN AT LEAST 8'-10" BETWEEN EACH OTHER.
 - AFTER WATER METERS, LATERAL LINES MAY BE PLACED IN THE SAME TRENCH WITH 8' SEPARATION MINIMUM.
 - WHERE POSSIBLE MAINTAIN 5' SEPARATION FROM ALL BUILDINGS, FIXED OBJECTS, AC UNITS OR ABOVE GROUND UTILITIES.



- UTILITY & DRAINAGE NOTES**
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS AND SPECIFICATIONS. IN THE ABSENCE OF PROJECT STANDARD AND SPECIFICATIONS APPLICABLE STANDARD AND SPECIFICATIONS SHALL GOVERN.
 - ALL WORK SHALL COMPLY WITH THE PROJECT PLANS, PROJECT SPECIFICATIONS, AND PROJECT GEOTECHNICAL ENGINEERING REPORT, WHICHEVER IS THE MOST STRINGENT.
 - CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL SIDEWALK, PAVEMENT, GRAVEL, UTILITIES, LANDSCAPING, IRRIGATION, FENCING AND EXISTING IMPROVEMENTS DAMAGED AS PART OF CONSTRUCTION.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT BLUE STAKES OF UTAH PRIOR TO STARTING ANY ACTIVITIES. ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATIONS ONLY.
 - EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE. ENSURE ALL OSHA STANDARDS ARE FOLLOWED.
 - IF DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH INDICATE AN UNIDENTIFIED SITUATION IS PRESENT, THE CONTRACTOR SHALL CONTACT THE OWNER AND ENGINEER IMMEDIATELY.
 - DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT DIMENSIONS ARE NOT SHOWN CONTACT THE ENGINEER FOR CLARIFICATION.
 - ALL UTILITY SERVICE ENTRY POINTS SHOWN ARE APPROXIMATE LOCATIONS ONLY. SEE ARCHITECT PLANS FOR EXACT LOCATIONS AT BUILDING.
 - CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES ADEQUATE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
 - CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.

- KEYNOTE LEGEND**
- | | |
|---|--|
| 1 | FIRE HYDRANT ASSEMBLY RECD (SEE DETAIL-3 ON SHEET C8.0) |
| 2 | 4x4 ELECTRICAL TRANSFORMER |
| 3 | ELECTRICAL PEDESTAL |
| 4 | ASPHALT REPAIR TO FOLLOW SOUTH JORDAN STREET REPAIR AND REPAVING POLICY STANDARD RECD (SEE DETAIL 1 ON SHEET C8.0) |
| 5 | 3/4" WATER METER AND LATERALS |

PRELIMINARY PLANS

PEPC CONSULTING
 12120 SOUTH RIVER HEIGHTS DR
 SALT LAKE CITY, UT 84128
 PHONE: (801) 582-2521 • FAX: (801) 582-2551
 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
 GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS

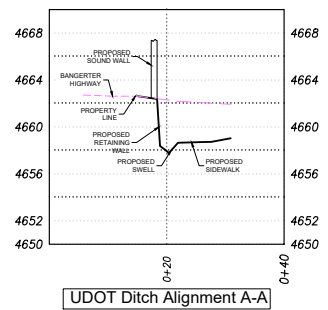
DISTRICT HEIGHTS TOWNHOMES
12120 SOUTH RIVER HEIGHTS DR
 UTILITY PLAN
 PROJECT NUMBER: 6152-2111
 DATE: APRIL 04, 2023
 LAST REVISED:

SOUTH JORDAN CITY

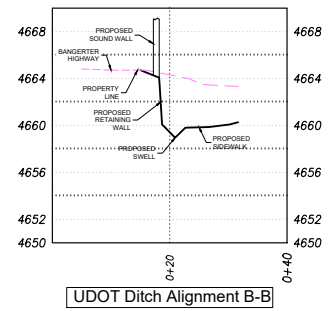


SHEET NO. **C3.0**





UDOT Ditch Alignment A-A



UDOT Ditch Alignment B-B

- LEGEND**
- PROPOSED BOUNDARY
 - EXISTING CURB & GUTTER
 - EXISTING SIDEWALK
 - EXISTING FENCE
 - EXISTING 5' CONTOUR
 - EXISTING 1' CONTOUR
 - PROPOSED BUILDINGS
 - PROPOSED CURB & GUTTER
 - PROPOSED SIDEWALK
 - PROPOSED FENCE
 - PROPOSED 5' CONTOUR
 - PROPOSED 1' CONTOUR
 - TOW = TOP OF WALL
 - BOW = BOTTOM OF WALL
 - TOS = TOP OF STAIRS
 - BOS = BOTTOM OF STAIRS

GRADING NOTES

ALL WORK SHALL BE DONE IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS AND SPECIFICATIONS. IN THE ABSENCE OF PROJECT STANDARD AND SPECIFICATIONS APWA STANDARD AND SPECIFICATIONS SHALL GOVERN.

CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL SIDEWALK, PAVEMENT, GRAVEL UTILITIES, LANDSCAPING, IRRIGATION, FENCING AND EXISTING IMPROVEMENTS DAMAGED AS PART OF CONSTRUCTION.

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND SPECIFICATIONS.

ALL WORK SHALL COMPLY WITH THE PROJECT PLANS, PROJECT SPECIFICATIONS, AND PROJECT GEOTECHNICAL ENGINEERING REPORT WHICHEVER IS THE MOST STRINGENT.

THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)

THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.

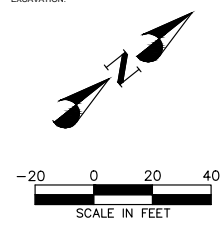
THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT BLUE STAKES OF UTAH PRIOR TO STARTING ANY ACTIVITIES. ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATIONS ONLY.

EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THEN EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE. ENSURE ALL OSHA STANDARDS ARE FOLLOWED.

10. CONTRACTOR SHALL ENSURE FINISHED GRADE SLOPES AWAY FROM ALL STRUCTURES ACCORDING TO BUILDING CODES AND AS SHOWN ON THIS PLAN.

11. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.



PRELIMINARY PLANS

DATE	DESCRIPTION	SCALE
03/22	03/22	1"=30'
SURVEY BY:	PERC OWEN	PTD
DRAWN BY:	PTD	PTD
CHECKED BY:	PTD	PTD

PERC CONSULTING

1210 SOUTH RIVER HEIGHTS DR
SALT LAKE CITY, UT 84107
PHONE: (801) 562-2521 • FAX: (801) 562-2551

CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS

DISTRICT HEIGHTS TOWNHOMES

1210 SOUTH RIVER HEIGHTS DR

GRADING PLAN

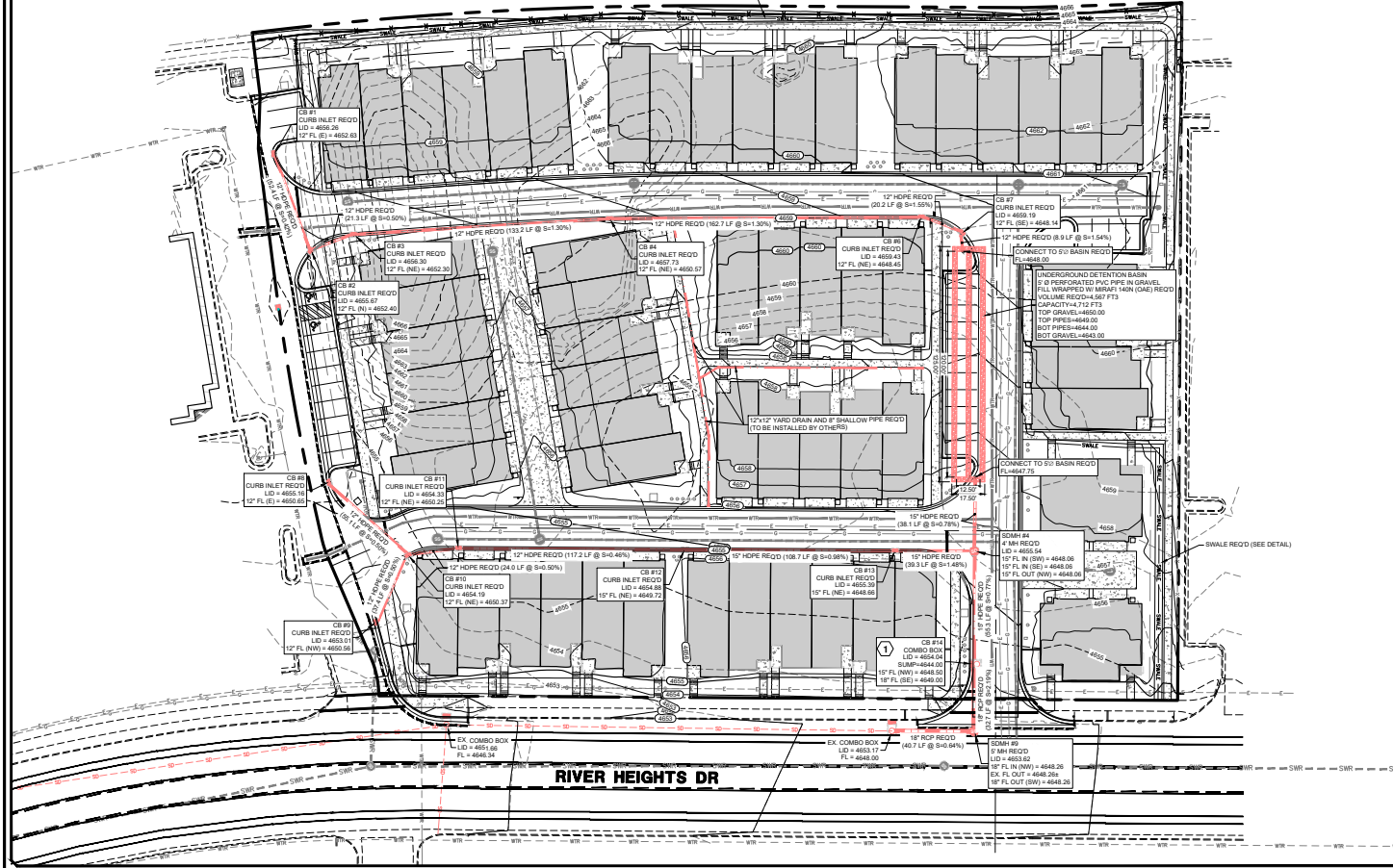
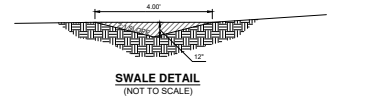
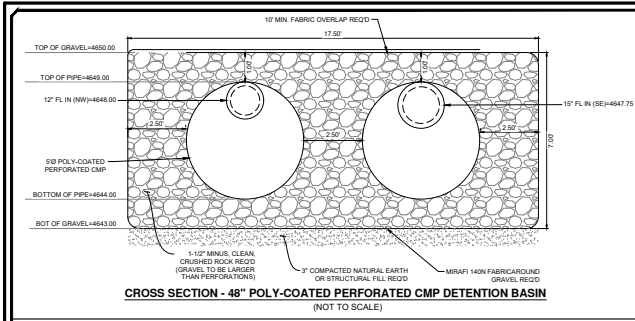
APRIL 04, 2023 6152-2111
LAST REVISED PROJECT NUMBER

SOUTH JORDAN CITY



SHEET NO. **C5.1**





LEGEND

---	PROPOSED BOUNDARY
---	EXISTING CURB & GUTTER
---	EXISTING SIDEWALK
---	EXISTING FENCE
---	EXISTING 5' CONTOUR
---	EXISTING 1' CONTOUR
---	PROPOSED BUILDINGS
---	PROPOSED CURB & GUTTER
---	PROPOSED SIDEWALK
---	PROPOSED STORM DRAIN LINE
---	PROPOSED 5' CONTOUR
---	PROPOSED 1' CONTOUR

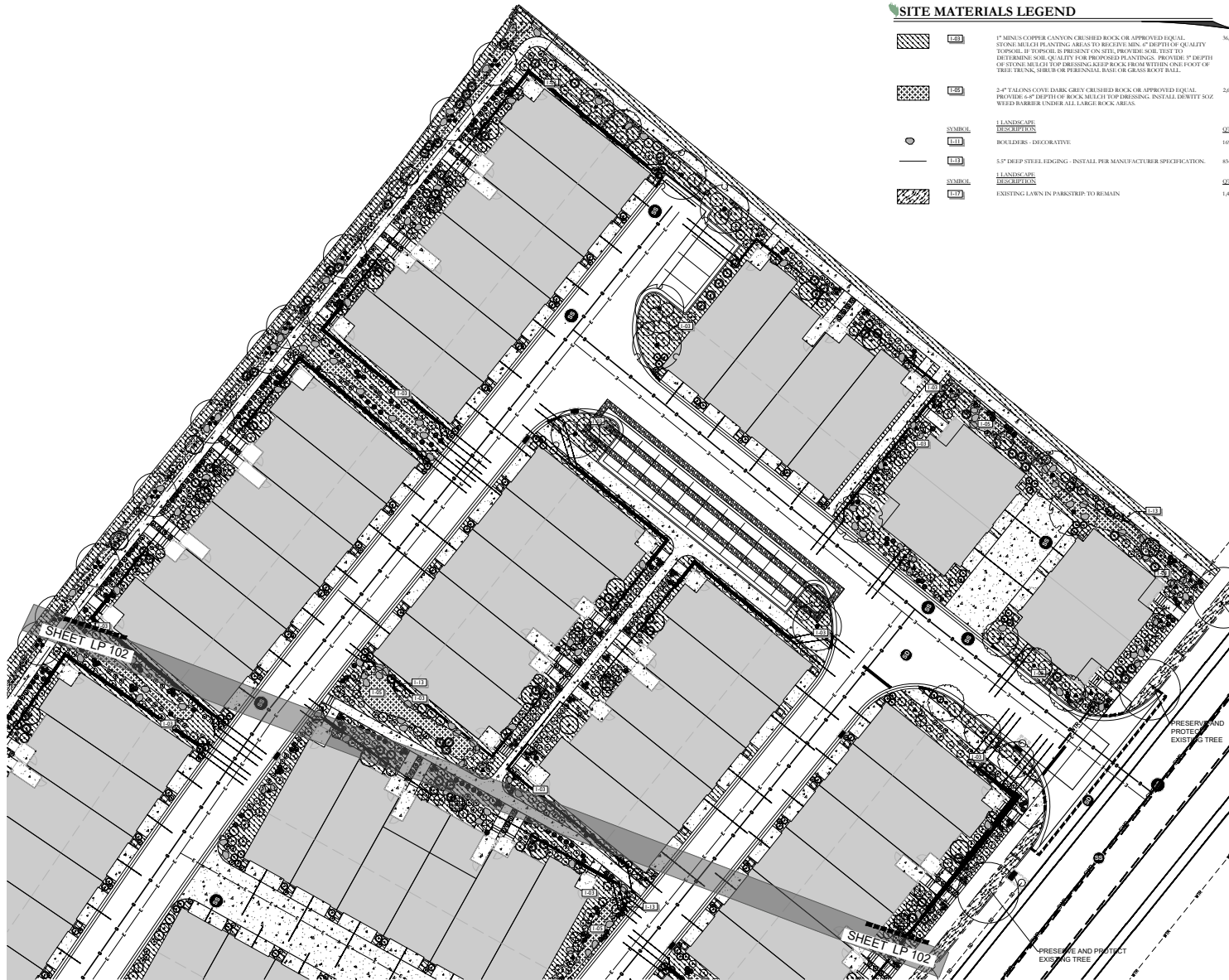
- DRAINAGE NOTES**
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS AND SPECIFICATIONS. IN THE ABSENCE OF PROJECT STANDARD AND SPECIFICATIONS APPLICABLE STANDARD AND SPECIFICATIONS SHALL GOVERN.
 - CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL SIDEWALK, PAVEMENT, GRAVEL, UTILITIES, LANDSCAPING, IRRIGATION, FENCING AND EXISTING IMPROVEMENTS DAMAGED AS PART OF CONSTRUCTION.
 - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND SPECIFICATIONS.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT BLUE STAKES OF UTAH PRIOR TO STARTING ANY ACTIVITIES. ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATIONS ONLY.
 - EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THEN EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE. ENSURE ALL OSHA STANDARDS ARE FOLLOWED.
 - CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
 - CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.

KEYNOTE LEGEND

① 24" SNOUT (OAE) WITH 4" SUMP AND 3.75" ORIFICE PLATE REG'D

PRELIMINARY PLANS

DATE: 03/22	DESIGNED BY: JAC	SCALE: 1"=30'
SURVEY BY: PERC OWEN	DRAWN BY: JAC	DATE: 03/22
CHECKED BY: JAC	DATE: 03/22	DATE: 03/22
PROJECT NAME: DISTRICT HEIGHTS TOWNHOMES		
SHEET NO. C4.0		
SOUTH JORDAN CITY		
Blue Stakes of UTAH 811		
SHEET NO. C4.0		



SITE MATERIALS LEGEND

	1031	1\" MINES COPPER CLAYLINE CRUSHED ROCK OR APPROVED EQUIV. STONING, MICH. PLANTING, AREAS TO RECEIVE MIN. DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT IN AREA, PROVIDE AIR-TEST DETERRING, FOR QUALITY FOR PROPOSED PLANTING. PROVIDE 1\" DEPTH OF STONING, MICH. TO TOP OF DRESSING. KEEP ROCK WITHIN ONE FOOT OF TREE, SHRUB, OR PERENNIAL BASE OR GRASS ROOT AREA.	36,438
	1035	2-4\" TALCONS COVE DARK, GRAY CRUSHED ROCK OR APPROVED EQUIV. STONING, 6\" DEPTH OF ROCK MICH. TO TOP OF DRESSING. INSTALL DETRITUS SOZ WEDGE BARRIER UNDER ALL LARGE ROCK AREAS.	26,253
SYMBOL	1 LANDING AREA	QTY	
	1037 1\" MINES COPPER CLAYLINE CRUSHED ROCK OR APPROVED EQUIV. STONING, MICH. PLANTING, AREAS TO RECEIVE MIN. DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT IN AREA, PROVIDE AIR-TEST DETERRING, FOR QUALITY FOR PROPOSED PLANTING. PROVIDE 1\" DEPTH OF STONING, MICH. TO TOP OF DRESSING. KEEP ROCK WITHIN ONE FOOT OF TREE, SHRUB, OR PERENNIAL BASE OR GRASS ROOT AREA.	169	
	1041 5\" DEEP STEEL EDGING - INSTALL PER MANUFACTURER SPECIFICATION.	854.4	
SYMBOL	1 LANDING AREA	QTY	
	1043 1\" MINES COPPER CLAYLINE CRUSHED ROCK OR APPROVED EQUIV. STONING, MICH. PLANTING, AREAS TO RECEIVE MIN. DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT IN AREA, PROVIDE AIR-TEST DETERRING, FOR QUALITY FOR PROPOSED PLANTING. PROVIDE 1\" DEPTH OF STONING, MICH. TO TOP OF DRESSING. KEEP ROCK WITHIN ONE FOOT OF TREE, SHRUB, OR PERENNIAL BASE OR GRASS ROOT AREA.	1,479.4	

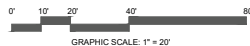
PLANT LEGEND

CODE	QTY	BOTANICAL / COMMON NAME	COUNT	CAL	SIZE	
CAF	7	Calceolaria 'Fragrant' / Columbian Blue Adia Cuckoo	B & B	7"		
JSM	9	Juncus repens 'Moonlight' / Moonlight Juncus	B & B	7"		
JSM	15	Juncus repens 'Woodland' / Woodland Columbian Juncus	B & B	7"		
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	COUNT	CAL	SIZE
AGP	9	Acer glabrum / Paperbark Maple	B & B	27"		
ATG	13	Acer tataricum 'Caracas' / Ice Wings Tatar Maple	B & B	27"		
GPV	13	Ginkgo biloba 'Pinnatifidum Sunny' / Pinnatifid Sunny Ginkgo	B & B	27"		
MRS	27	Malus x JFS KW2100 TM / Raspberry Star Crabapple	B & B	27"		
MPF	3	Malus x Pinnatifid / Pinnatifid Crabapple	B & B	27"		
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	COUNT		
AMH	179	Amelanchier alnifolia 'Low Spine Hedge' / Low Spine Hedge Chickadee	5 gal			
BFC	68	Berberis thunbergii 'Candela' / Candela Japanese Barberry	5 gal			
BFA	72	Buddleia x 'SMIRNHE' / Paper Amelanchier Dwarf Butterfly Bush	5 gal			
CBM	203	Caragana x chinensis 'CF-9-12 TM' / Beyond Midnight Blackbeard	5 gal			
CMT	17	Chamaenerion multifidum / Umbrella	5 gal			
CSM	1	Cytisus scoparius 'Moonlight' / Moonlight Broom	5 gal			
PVD	83	Physocarpus opulifolius First Edition / Donna May	5 gal			
PPF	63	Prunus laurocerasus 'Foliis TM' / Pinnatifid Broom Star Cherry	5 gal			
RFR	30	Rosa rugosa 'Rosa Williams' Fine Line / Fine Line Bushland	5 gal			
RTT	31	Rosa rugosa 'Tiger Eyes' / Tiger Eyes Rose	5 gal			
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	COUNT		
BFG	30	Buxus sempervirens 'Garden Bland' / Garden Bland Japanese Boxwood	5 gal			
HFP	111	Hesperis matronalis 'Pinnatifid TM' / Pinnatifid Star Yucca	5 gal			
JCD	70	Juncus chinensis 'Diana's Friend' / Diana's Friend Juncus	5 gal			
JCS	34	Juncus chinensis 'Spartan' / Spartan Juncus	5 gal			
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	COUNT		
CAS	112	Calamagrostis canadensis 'Karl Foerster' / Feather Reed Grass	1 gal			
FMA	28	Festuca mini / Aloha Fescue	1 gal			
HSS	253	Hesperis matronalis 'Spartan' / Blue Star Grass	1 gal			
MMI	134	Monarda stricta 'Morning Light' / Morning Light Meadow Grass	2 gal			
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	COUNT		
EUK	36	Erigeron annuus 'Karl Foerster' / Karl Foerster Shaggy Flower	1 gal			
GWB	104	Gaura bicolorata 'Whispering Butterflies' / Whispering Butterflies Wandflower	1 gal			
SAP	74	Sedum x Autumn Fire / Autumn Fire Sedum	1 gal			

4/12/2022 UT22007

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

BLUE STAKES OF UTAH
UTILITY REGISTRATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

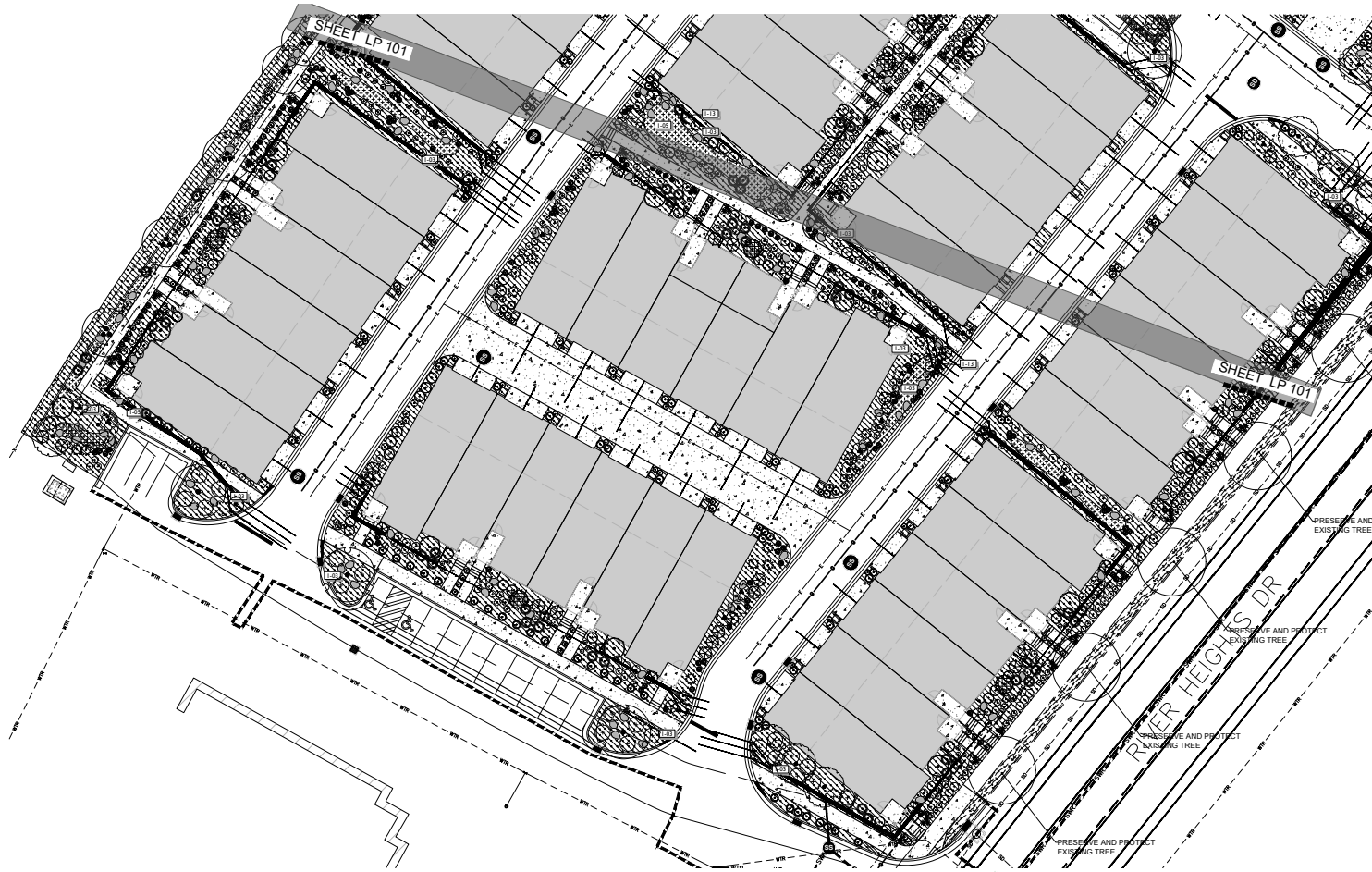


DISTRICT HEIGHTS SOUTH JORDAN, UTAH

SEQUOIA DEVELOPMENT
ATT: ALEC MOFFITT
801-944-4469
ALEC@SEQUOIADEVELOPMENT.COM



LANDSCAPE PLAN
PRELIMINARY PLANS NOT
FOR CONSTRUCTION
LP-101



SITE MATERIALS LEGEND

	103	1\"/>	36.61 sf
	104	2\"/>	2,625 sf
	105	1\"/>	109
	106	1\"/>	834 sf
	107	1\"/>	1,679 sf

PLANT LEGEND

COMMON	CODE	QTY	BOTANICAL / COMMON NAME	CONT	FILE
	CAF	7	Calceolaria 'Fragrant' Calceolaria 'Fragrant'	B & B	7"
	JSM	9	Juncus repens 'Mongolian' Mongolian Juniper	B & B	7"
	JSM	15	Juncus repens 'Woodland' Woodland Juniper	B & B	7"
DECIDUOUS TREES					
COMMON	CODE	QTY	BOTANICAL / COMMON NAME	CONT	FILE
	ACP	9	Acer glabrum Paperbark Maple	B & B	27' cal
	AVL	15	Acer glabrum 'Garden' Hot Wing Yucca Maple	B & B	27' cal
	GWP	15	Ginkgo biloba 'Pinnatifid' Pinnatifid Ginkgo	B & B	27' cal
	MRS	27	Malus 'JPS K21/MSX' TM Raspberry Spire Crabapple	B & B	27' cal
	MPE	3	Malus 'Pinnatifid' Pinnatifid Crabapple	B & B	27' cal
PERENNIALS					
COMMON	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	AMH	179	Arenaria montana 'Low Spine Hedge' Low Spine Hedge	5 gal	
	BVC	68	Berberis thunbergii 'Compacta' Compacta Japanese Barberry	5 gal	
	BPA	72	Buddleia 'SNIPER' Pagoda Garden Tree Buddleia Bush	5 gal	
	CBA	205	Coronilla 'Chadsworth' 'C' 9-12' TM Royal Hedges Coronilla	5 gal	
	CMT	17	Chamaenerion nuttallianum Fuchsia	5 gal	
	CSM	1	Cytisus scoparius 'Moonlight' Moonlight Broomrape	5 gal	
	PVD	85	Physocarpus opulifolius 'Doris Elstner' 'Doris May' Little David Nandina	5 gal	
	PPP	65	Prunus laurocerasus 'PILLS' TM Prunus laurocerasus 'PILLS'	5 gal	
	RFR	30	Rosa rugosa 'Rosa Williams' 'Fine Line' Fine Line Rose	5 gal	
	RTT	31	Rosa rugosa 'Tiger Eyes' Tiger Eyes Rose	5 gal	
EVERGREENS					
COMMON	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	BVG	90	Buxus sempervirens 'Garden Mound' Garden Mound English Boxwood	5 gal	
	HPP	111	Hesperis matronalis 'Triple TM' Breaklight Red Yucca	5 gal	
	JCS	70	Juncus chinensis 'Dwarf' x 'Fountain' Dwarf x Fountain Juniper	5 gal	
	JCS	34	Juncus chinensis 'Spartan' Spartan Juniper	5 gal	
GRASSES					
COMMON	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	CAC	112	Calamagrostis canadensis 'Karl Foerster' Feather Reed Grass	1 gal	
	FMA	28	Festuca miniata Atlas Fescue	1 gal	
	HSS	255	Holcus lanatus 'Spartan' Blue Oak Grass	1 gal	
	MML	134	Muscicula muscivora 'Morning Light' Morning Light Maiden Grass	2 gal	
PERENNIALS					
COMMON	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	ELK	36	Eragrostis canadensis 'Kamish Creek' Kamish Creek Sulphur Flower	1 gal	
	GWB	104	Gaura bicolorata 'Whisper Butterflies' Whisper Butterflies Wandflower	1 gal	
	SAP	74	Sedum 'Autumn Fire' Autumn Fire Sedum	1 gal	

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
4/12/2022	UT22007	BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org	DISTRICT HEIGHTS SOUTH JORDAN, UTAH	SEQUOIA DEVELOPMENT ATT: ALEC MOFFITT 801-944-4469 ALEC@SEQUOIADEVELOPMENT.COM	PKJ DESIGN GROUP 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com		DATE: JTA DRAWN: SAV CHECKED: JMA PLOT DATE: 4/12/2022 PRELIMINARY PLANS NOT FOR CONSTRUCTION LP-102



Re: Approved Conditional Use Permit at 11210 and 11220 South River Heights Drive

Dear South Jordan City Planning Department,

This letter is in reference to the Conditional Use Permit for 11210 South and 11220 South River Heights Drive (File No. PLCUP202100227) for a multi-family residential project that was unanimously approved by the Planning Commission on October 26, 2021.

This approval is based on a Development Agreement that was entered into by South Jordan City and Boyer Company in 2010 (attached hereto). The Conditional Use granted per the Development Agreement is "Single-family residential and integrated multi-family residential (projects with more than one housing land use type with 'village' style design, building height and architecture), maximum eight (8) units per acre of the gross acreage of the Master Development Plan. Additional dwelling units exceeding eight (8) units per acre may be approved by the City Council as an amendment to the Master Development Plan (MDP).

A preliminary site plan and a design book were submitted as part of the required application for the Conditional Use Permit. **All elements of the design book and the preliminary site plan as required in the above conditional use description have remained unchanged.** As the project has progressed through architectural and engineering drawings, some adjustments to the site plan were made. The adjustments were made to create architectural facades throughout the project more in line with the original intent of the design book. To create more depth and dimension on the interior units, the site plan had to be slightly adjusted. This adjustment did alter the greenspace in the interior of the project, but in turn, it created larger private outdoor spaces for the individual units, which we believe is more beneficial for this type of housing. We also believe that the trend toward water conservation warrants this change. The alteration in the site plan decreased density of the project and the intent was to create a better project (architecturally and functionally for future homeowners).

We believe that our adjustment in the site plan does not alter the Conditional Use Permit granted on October 26, 2021, as each of the elements of the Conditional Use have been met and remain unchanged from the original approval.

Sincerely,

Ashley Atkinson
Sequoia Development
9055 South 1300 East #104
Sandy, Utah 84094
(435) 659-1906

Attachments: 2010 Development Agreement

9055 South 1300 East, Suite 104, Sandy, UT 84094 (p) 801-944-4469 (f) 801-944-4947
www.sequoiadevelopment.com

SOUTH JORDAN CITY PLANNING COMMISSION REPORT

Meeting Date: 10/26/2021

Issue: DISTRICT HEIGHTS RESIDENTIAL DEVELOPMENT
CONDITIONAL USE PERMIT
Address: 11210 S. River Heights Dr.
File No: PLCUP202100227
Applicant: Ashley Atkinson, Sequoia Development

Submitted by: Damir Drozdek, Planner III

Staff Recommendation (Motion Ready): I move that the Planning Commission **approve** application PLCUP202100227 to allow a multi-family residential project on property generally located at 11210 S. River Heights Dr. in conjunction with the applicable design book and a concept plan.

ACREAGE:	Approximately 4 acres
CURRENT ZONE:	BH-MU (Bangerter Highway - Mixed Use) Zone
CURRENT USE:	Vacant Properties
FUTURE LAND USE PLAN:	EO (Economic Opportunity)
NEIGHBORING ZONES/USES:	North – BH-MU / ICO District Apartments South – BH-MU / Office building West – R-M-6 / Bangerter Highway East – BH-MU / River Heights Dr.

CONDITIONAL USE REVIEW:

A use is conditional because it may have unique characteristics that detrimentally affect the zone and therefore are not compatible with other uses in the zone, but could be compatible if certain conditions are required that mitigate the detrimental effect.

To impose a condition on a use, the detrimental effect must be identified and be based on upon substantial evidence, not simply a suspicion or unfounded concern. Any condition must be the least restrictive method to mitigate the detrimental effect.

The Planning Commission shall approve a conditional use permit application if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed conditional use in accordance with applicable standards.

The Planning Commission may deny a conditional use permit application if the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards. Further, City Code § 17.18.050 provides:

I. COMPLIANCE AND REVOCATION:

1. A conditional use may be commenced and operated only upon:
 - a. compliance with all conditions of an applicable conditional use permit;
 - b. observance of all requirements of this title relating to maintenance of improvements and conduct of the use or business as approved; and
 - c. compliance with all applicable local, state, and federal laws.
2. A conditional use permit may be revoked by the City Council at any time due to the permittee's failure to commence or operate the conditional use in accordance with the requirements of subsection A of this section.

BACKGROUND:

The applicant is requesting that the Planning Commission review and approve a Conditional Use Permit for a multi-family residential project generally located at 11210 S. River Heights Dr. As proposed, the project will consist of 58 townhome units and four twin home units (two twin homes). Townhome buildings will be two stories while the twin home buildings may vary between two and three story structures. Most buildings will have a variety of exterior finishes and materials differentiating one building from the next.

There will be one access to the project off River Heights Dr. All drives within the project will be privately owned, and will tie into the office development to the south providing another access to the development. All units will be rear loaded. Guest parking will be provided at three different locations within the project, two at the north end and one at the south end.

All townhome units located at the periphery of the project will be facing outwards towards the project boundaries. Townhomes on River Heights will face the street, and townhomes nearest to Bangerter Highway will face the highway. The central portion of the project will have townhome units face each other with a green/open space in between the buildings. Areas between the townhomes and the project boundaries will all be landscaped.

A sound wall will be installed along Bangerter Highway. The applicant is still working with UDOT on the exact placement and the type of sound wall to be installed. Those details should be worked out by the time this application is heard before the Planning Commission. As for the north boundary, there is an existing six-foot vinyl fence that is proposed to remain in place. There is no existing fencing along the south or the east project boundary. No new fencing is proposed along those two boundaries either.

Staff remains concerned about the townhomes that face Bangerter Highway and asserts there are alternative layouts or other housing designs that would better integrate those townhomes into the rest of the community. Facing the townhomes towards the highway places front doors and porches away from the rest of the community and very close to the noise of a busy highway and potentially a large sound wall. Although the applicant has stated that they are willing to look at alternative layouts, the applicant has not provided an alternative layout.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- The subject property is located in the BH-MU zone.
- Although multi-family or single-family attached housing are currently prohibited in the Uses Chapter (City Code § 17.18), housing in the BH-MU zone is governed by a previously adopted development agreement. The development agreement lists multi-family projects as conditional use, and designates the location, type and number of possible housing units in the zone. The agreement is attached to this report.
- Multi-family projects are required to have at least two housing types per the agreement. The project contains townhomes and two twin homes.
- As part of the approval process, the applicant is required to submit a design book and a concept site plan with the application for Planning Commission review and approval. Amendments or changes to the approved design book may be approved by the Planning Commission after another review and public hearing.
- Staff has not identified any potential detrimental effects to the zone that the proposed use/project may cause.
- On October 13, 2021, the Architectural Review Committee reviewed the proposed architecture and recommended approval of the architecture described in the design book.

Conclusion:

- The proposed use does not appear to violate any health, safety or welfare standards. In addition, Staff was not able to identify any detrimental effects to the zone. Therefore Staff recommends approval of the application.

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:

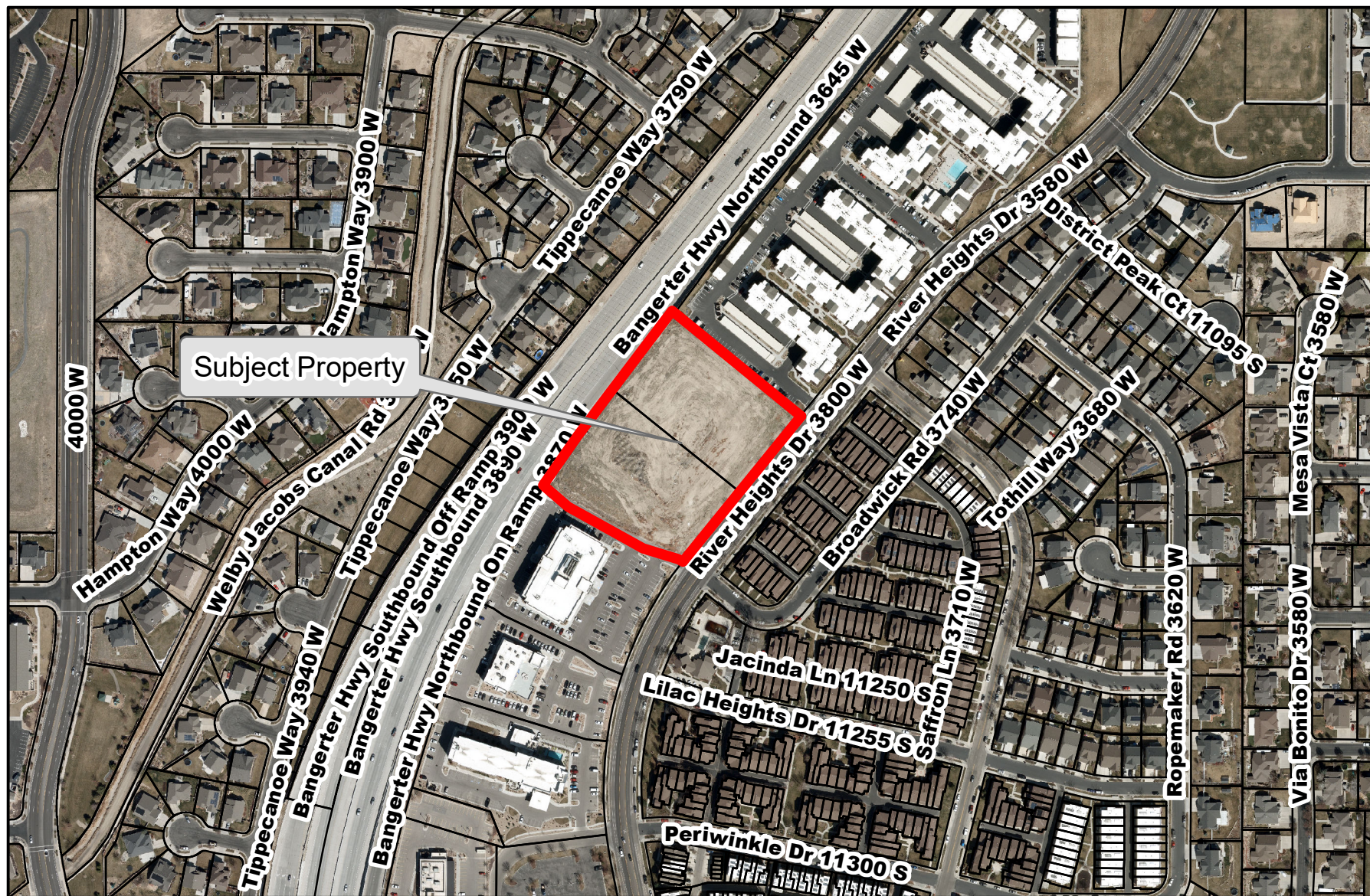
- Approve the Application with conditions.
- Deny the Application.
- Schedule the Application for a decision at some future date.


SUPPORT MATERIALS:

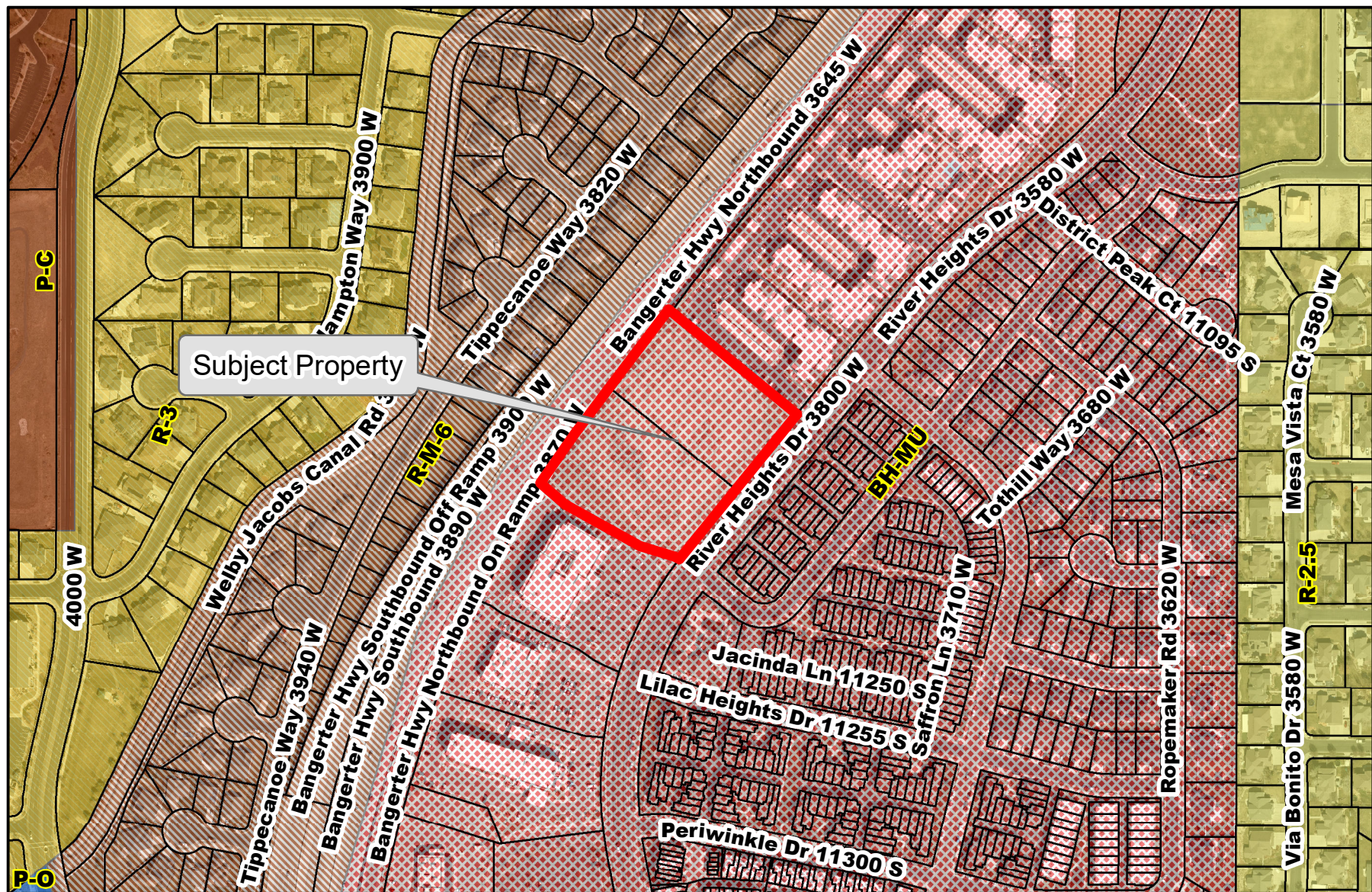
- Aerial Map
- Zoning Map
- District Heights Design Book
- District Heights Concept Site Plan
- Development Agreement




Damir Drozdek, AICP
Planner III, Planning Department



<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Aerial Map</h2> <h3>City of South Jordan</h3>	<p>0 105 210 420 630 840 Feet</p> <p>Aerial Imagery 2021</p> 
--	---	--



<p>Legend</p> <p>STREETS</p> <p>PARCELS</p>	<h2>Zoning Map</h2> <h3>City of South Jordan</h3>	<p>0 105 210 420 630 840 Feet</p> <p>Aerial Imagery 2021</p> 
--	---	--

SOJO ROW AT DISTRICT HEIGHTS

DESIGN GUIDELINES FOR TOWN HOME AND TWIN HOME PROJECT

AT 11220 – 11210 SOUTH RIVERHEIGHTS DRIVE



TABLE OF CONTENTS – SOJO ROW DESIGN GUIDELINES

Townhome units..... Page 3

Twinhome units..... Page 4

Residential style book..... Page 5

TOWNHOME UNITS

OF PROPOSED UNITS: 58



Housing Type: Townhomes

Orientation: Rear Load

Parking: Project parking will meet or exceed 2.5 stalls/3+ bedroom unit requirement.

Garages: Garage size to be a minimum of 20 x 20.

Driveway/Drive Aisles: Drive aisles will not allow for any parking in front of garages. Drive aisles will be a minimum of 24' in width between buildings under 32' in height. Any drive aisles accessing buildings of 32' or higher will be a minimum of 26' in width.

Exterior Materials: Townhomes will be primarily cement composite siding and brick.

Single Material: No more than 20% of townhomes will be a cement board only. Remaining 80% of townhomes shall consist of a combination of at least two of the specified exterior materials.

Colors: Natural earth tones and colors within this Design Book.

Height: 2 stories

Repetition: No identical townhome buildings shall be placed next to each other. Individual townhome buildings shall have enough architectural, or material and color, variation to appear as separately recognizable structures.

Home Style: See stylebook below.

Home Size: Townhomes shall have a minimum finished square footage of 1,600 square feet per dwelling.

Safety: Architectural design and site layout shall be compliant with the basic principles of CPTED (crime prevention through environmental design), i.e., natural surveillance, natural access control, territoriality, and maintenance.

TWIN HOMES

OF PROPOSED UNITS: 4



Orientation: Rear Load

Parking: Project parking will meet or exceed 2.5 stalls/3+ bedroom unit requirement

Garages: Garage size to be a minimum of 20 x 20.

Driveway/Drive Aisles: Drive aisles will not allow for any parking in front of garages. Drive aisles will be a minimum of 24' in width between buildings under 32' in height. Any drive aisles accessing buildings of 32' or higher will be a minimum of 26' in width.

Exterior Materials: Twin homes will be primarily cement composite siding, cultured stone, or brick.

Single Material: No Twin home will be a single material.

Colors: Natural earth tones and colors within this Design Book.

Height: 2-3 Stories

Home Style: See stylebook below.

Home Size: Row homes shall have a minimum square footage of 1,800 square feet per dwelling.

Safety: Architectural design and site layout shall be compliant with the basic principles of CPTED (crime prevention through environmental design), i.e., natural surveillance, natural access control, territoriality, and maintenance.

RESIDENTIAL STYLE BOOK

TRADITIONAL/FARMHOUSE ARCHITECTURE



Key Characteristics:


- Primarily Cement Board Siding and Brick materials
- Traditional Window Trim
- Soft contrast of materials
- Traditional Gable Roofs
- Accented/Contrasted Roofs, Facia, Soffit, and Front Doors
- Welcoming entrance/front porches








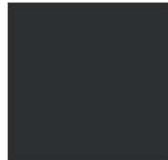

TOWNHOME VARIATIONS/COLOR PALLETS

*All Siding is Cement Composite Board

Scheme 1

							
Siding/Board & Bat Extra White	Trim Extra White	Front Door Peppercorn	Brick Extra White	Roof Moire Black	Garage Door White	Soffit & Fascia Black	Windows White


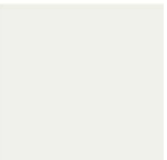



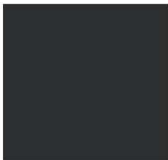

Scheme 2

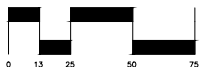
							
Siding/Board & Bat Repose Gray	Trim Extra White	Front Door Extra White	Brick Manganese	Roof Moire Black	Garage Door White	Soffit & Fascia Black	Windows White

Scheme 3

							
Siding/Board & Bat Gauntlet Gray	Trim Extra White	Front Door Extra White	Brick Boston Mill	Roof Moire Black	Garage Door White	Soffit & Fascia White	Windows White

Scheme 4

						
Siding/Board & Bat Extra White	Trim Extra White	Front Door Peppercorn	Roof Moire Black	Garage Door White	Soffit & Fascia Black	Windows White



Site Summary

Site Area	4.04 Ac
Total Units	62
Total Surface Sp	25
Total Garages	128
Total Parking	153

Building Types

Zion Building	58 Units
Duplex	4 Units
Total	62 Units
Total Shared Parking	200+

2010-0075
COPY

RESOLUTION NO. R2010-07

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH JORDAN,
COUNTY OF SALT LAKE, UTAH, EXECUTING THE FIRST AMENDMENT TO THE
AGREEMENT FOR THE DEVELOPMENT OF THE KUNKLER TRUST PROPERTY BY THE
BOYER COMPANY, L.C. A LIMITED LIABILITY COMPANY.

WHEREAS, Boyer Company, L.C., a Utah Limited Liability Company
("Developer") and the City of South Jordan, a Utah municipal corporation ("City"),
entered into an agreement dated February, 21, 2006, entitled, "DEVELOPMENT
AGREEMENT" ("Agreement") to develop the Kunkler Trust Property ("Property"); and

WHEREAS, the Developer has proposed to the City, an amendment to the
Agreement ("Amendment"); and

WHEREAS, the Mayor and City Council of the City find that the Amendment is
in the interest of health, safety, and general welfare of the citizens of the City

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF SOUTH JORDAN, AS FOLLOWS:

Section 1. The Amendment is hereby approved and adopted; and

Section 2. The City Manager is hereby authorized to execute the Amendment on
behalf of the City of South Jordan.

PASSED AND APPROVED this 18th day of May, 2010.

ATTEST:

By: Anna M. West
Anna West, City Recorder

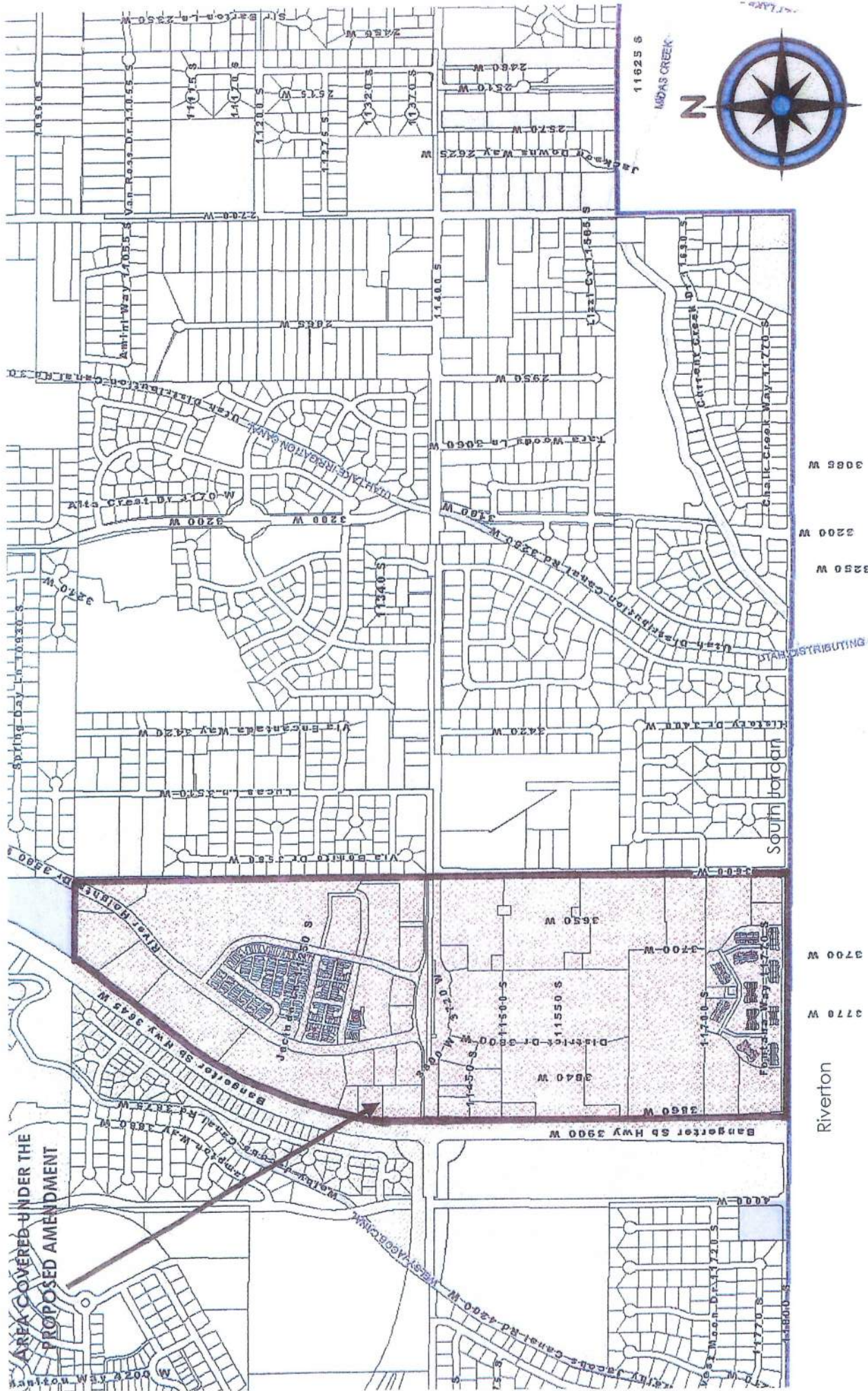


W. Kent Money
W. Kent Money, Mayor

APPROVED AS TO FORM:

By: Robert J. Ott
Attorney for South Jordan City

10968593
06/10/2010 10:14 AM \$0.00
Book - 9832 Pg - 1357-1392
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: ARG, DEPUTY - WI 36 P.

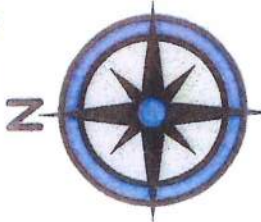


Location Map

Riverton

3700 W
3770 W

3250 W
3200 W
3085 W



11625 S
MIDAS CREEK

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is entered into this 18th day of May, 2010 by and between the City of South Jordan, a Utah municipal corporation ("City") and The Boyer Company, L.C. a Utah Limited Liability Company ("Developer"). The City and the Developer are jointly referred to as the "Parties".

RECITALS

- A. The City and the Developer entered into an agreement entitled, "Development Agreement" ("Agreement") dated February 21, 2006, a copy of which is attached to this Amendment as Exhibit 1, to facilitate the development of property commonly known as the Kunkler property.
- B. A portion of the Kunkler property has become commonly know as the North District.
- C. The Developer has requested certain amendments to the Agreement with respect to the development of the North District.
- D. The City Council has reviewed the amendments requested by the Developer and concluded that the amendments will result in planning and economic benefits to the City and its residents and will provide certainty useful to the Developer and the City in ongoing future communications and relations with respect to the development of the North District.

NOW, THEREFORE, the Agreement is hereby amended as follows:

- 1. Section III. Paragraph A. is amended to read as follows:
 - A. Permitted Uses the permitted uses for the Property shall be those uses specifically listed in Sections 17.40 (R-3 Zone), 17.48.020 (RM-6 Zone), and 17.70.020 (BH-MU Zone) of the City of South Jordan Zoning Ordinance, a copy of said sections is attached hereto as Exhibit "B" and Exhibit "D" and incorporated herein by this reference. Any changes made to these Sections by the City of South Jordan shall be binding on the Property, except as inconsistent with section VI below.
- 2. Section III. Paragraph C. is amended to read as follows:
 - C. 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 with respect to use under the zoning designations as referenced in Section 3.1 above under the terms of this Agreement based on the policies, facts, and circumstances meeting the compelling, countervailing public interest exception

to the vested right doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; 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 Project under the compelling, countervailing public interest exception to the vested rights doctrine.

3. Section V. is amended to read as follows:

V. City's Obligations

A. The City assures that should the Zoning be approved as requested and shown on Exhibit "C", the City Shall allow the Developer to construct a single-family residential development on Assessor's Parcel Numbers 2720100003 and 2719200003 consistent with the map attached to this Agreement as Appendix "C", with the terms of this Agreement, and with the R-3, RM-6, and BH-MU Sections of the City of South Jordan Zoning Ordinance, except as is inconsistent with Section VI below.

B. The Developer shall not be required to construct or install sidewalk improvements on the west side of 40th West Street. In the event the City determines that sidewalk improvements are to be constructed or installed on the west side of 40th West Street, the City shall require the owner/developer of the property on the west side of 40th West Street to construct or install said side walk.

4. Section VI. paragraph B. is amended to read as follows:

B. Developer agrees to the types of development on the BH-MU Zone Property, as described in the BHMU Zone Master Development Plan found in Attachment "D", including but not limited to:

1. Neighborhood Commercial uses as described in Sections 17.56.020 and 17.56.030 of the current zoning ordinance or as amended) in the commercial area immediately surrounding the "Round-a-Bout" on 11400 South Street (see Attachment "D"); and
2. Creating a buffer between the residential & other development on the Property and the Lucas Dell residential development to the east as follows:
 - a. Not build a road along the west boundary of the "Lucas Dell" subdivision.
 - b. Create 1/3 acre or larger lots along the west boundary of the "Lucas Dell" and increase the residential density, in a manner approved by the City at the plat approval process, as the development goes west towards Bangerter Highway.

5. The heading **BH-MU Zone** and the text listed under the heading **BH-MU Zone**, entitled, "17.70.020: PERMITTED USES", found in Exhibit "B", is deleted
6. The rights and obligations of this Amendment shall inure to the benefit of and be valid and binding upon the Parties, only upon adoption by the City Council of the City of South Jordan of Ordinance No. 2010.04, dated May 18, 2010 entitled, "AN ORDINANCE AMENDING SECTION 17.70 OF TITLE 17 OF THE SOUTH JORDAN MUNICIPAL CODE PERTAINING TO THE BANGERTEER HIGHWAY MIXED USE ZONE (B"H-MU)" including also the adoption of the BH-MU Zone Master Development Plan included with said Ordinance.

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

CITY OF SOUTH JORDAN
a Utah municipal corporation

ATTEST:

By: *John H. Geilmann*
John H. Geilmann, City Manager



By: *Anna M. West*
City Recorder

APPROVED AS TO FORM:

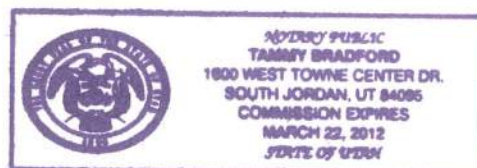
By: *[Signature]*
Attorney for South Jordan City

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On June 1, 2010 personally appeared before me, a Notary Public, John H. Geilmann, the City Manager of the City of South Jordan personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf of and with authority from the City of South Jordan.

WITNESS my hand and official Seal.

Tammy Bradford
Notary Public



The Boyer Company, L.C., a Utah Limited Liability Company

By: [Signature]

Title: Manager

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On May 25, 2010, 2010 personally appeared before me, a Notary Public, Steven B. Oster, the Manager of The Boyer Company, L.C., a Utah Limited Liability Company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf of and with authority from The Boyer Company.

WITNESS my hand and official Seal.



Rachael N. Niusulu
Notary Public

Exhibit 1

**(to *FIRST AMENDMENT TO DEVELOPMENT AGREEMENT* between the City of South Jordan,
a Utah municipal corporation and The Boyer Company, L.C.)**

("Development Agreement" dated February 21, 2006
between The Boyer Company, L.L.C. and the City of South Jordan)

DEVELOPMENT AGREEMENT

This Agreement, regarding the redevelopment and improvement of the Kunkler Trust Property, is entered into this 21 day of February, 2006 by and between the City of South Jordan, an Utah municipal corporation, hereafter referred to as "City" and The Boyer Company, L.C. a Utah limited liability company hereafter referred to as "Developer"

RECITALS

A. South Jordan City, acting pursuant to its authority under Utah Code Annotated 10-9a-102 (2) *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Kunkler Trust Properties and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. Developer desires to be the owner of certain real property known as Assessor's Parcel Numbers 2720100003 and 2719200003 hereafter referred to as the "Property". This property is legally described on Exhibit "A" attached hereto and incorporated herein by reference.

C. The property is subject to the City of South Jordan Zoning Ordinance and is currently zoned "A-5 & A-1" and designated on the future land use map as High Density Residential, Commercial, Bangerter Highway Mixed Use and Open Space. Developer and City desire to allow Developer to make improvements to the property. Developer desires a period of time in which to develop the property.

D. The improvements and changes to be made to the Property shall be consistent with the current Zoning Ordinance of the City of South Jordan, or any future changes to the Zoning Ordinance of the City of South Jordan, and the City of South Jordan General Plan.

E. Developer and City acknowledge and agree that the development and improvement of the "Property" pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Property and the City in ongoing future communications and relations with the community.

F. The City's governing body has authorized execution of this Agreement by Resolution No. 2005-10, to which this Agreement is attached.

G. The City has authorized the negotiation of and adoption of development Agreements under appropriate circumstances where proposed development contains outstanding features that advance the policies, goals and objectives of the South Jordan City General Plan and contributes to capital improvements that substantially benefit the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. Recitals. The recitals set forth above are incorporated herein by this reference.

II. Conditions Precedent. City and Developer agree, understand and acknowledge that this development Agreement is in anticipation of the acquisition of the real property described herein by Developer. Developer understands, acknowledges and agrees that any of the terms, conditions or benefits conferred by this Development Agreement is not intended to be of any benefit to the current owner or any prospective lender or any party that is not a signator of this Agreement. Reliance upon this Agreement by any third party is at risk and the City makes absolutely no representation that the benefits herein are assignable or are for the benefit of any third party without the expressed written approval of the Mayor and Council of the City of South Jordan.

III. Permitted Uses, Vested Rights and Reserved Legislative Powers.

A. Permitted Uses The permitted uses for the Property shall be those uses specifically listed in Sections 17.40.020 (R-3 Zone), 17.48.020 (RM-6 Zone), and 17.70.020 (BH-MU Zone) of the City of South Jordan Zoning Ordinance, a copy of said sections is attached hereto as Exhibit "B" and incorporated herein by this reference. Any changes made to these Sections by the City of South Jordan shall be binding on the Property, except as inconsistent with section VI below.

B. Vested Rights Developer shall have the vested right to develop and construct the Project in accordance with the zoning designations approved by the City pursuant to this Agreement, subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City. Developer agrees to a maximum overall single family residential density limit of not to exceed 3 units per acre in Phase I and 6 units per acre in Phase 2 (Phase I is comprised of the property west of canal; Phase II is comprised of the property between Bangerter and canal; Phase III is comprised of the property on the east side of the Bangerter Highway) The Developer shall not allow mobile homes in the Project. Multi-family, interval ownership/time share units and other similar uses shall be part of the single-family residential dwelling count.

Provided Developer meets the residential density as outlined above, and lot sizes must be as allowed by ordinance. The City and Developer acknowledge that the property west of Bangerter is bisected by a canal. Provided Developer improves or landscapes this area, the land covered by the canal may be used for purposes of determining residential density and open space requirements.

The Developer is responsible for building that portion of 40th west that accesses the residential development from 114th south street north for a distance of approximately 1125 feet to the point where 40th west is partially located on the Kennecott parcel. Once the right of way reaches the Kennecott parcel those who benefit from the road from that point will be responsible for construction of the road and any cost for such construction. Developer will agree to dedicate ½ width of 40th west from the point such street reaches the Kennecott parcel to the northern boundary of Developer's parcel. All curb, gutter, curb walls and sidewalks will be located within said dedicated right of way, and Developer will not be required to dedicate any property for sidewalks or slope easements to be located on the east side of 40th west.

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 with respect to use under the zoning designations as referenced in Section 3.1 above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; 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 Project under the compelling, countervailing public interest exception to the vested rights doctrine.

IV. Term. This Agreement shall be effective as of the date of recordation and shall run with the land and continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised. In the event the obligations hereunder have not been fully satisfied, and upon mutual agreement of the Developer and the City, this agreement may be terminated and upon termination the City at its sole discretion may initiate a rezoning process to rezone the property.

V. City's Obligations

The City assures that should the Zoning be approved as requested and shown on Exhibit "C", to allow the Developer to construct a single-family residential development on Assessor's Parcel Numbers 2720100003 and 2719200003 consistent with the map attached to this Agreement as Appendix "C". that complies with Section VII of this Agreement and with the R-3, RM-6, and BH-MU Sections of the City of South Jordan Zoning Ordinance except as is inconsistent with Section VII below.

The Developer shall not be required to construct or install sidewalk improvements on the west side of 40th West Street. In the event the City determines that sidewalk improvements are to be constructed or installed on the west side of 40th West Street, the City shall require the owner/developer of the property on the west side of 40th West Street to construct or install said side walk.

VI. Developer's Obligations

- A. Developer agrees to use Developer's good faith efforts to create a mixed use development that may include Research and Development Park and Park housing, office and limited retail uses atmosphere on the Parcel zoned "BH-MU". In addition, Developer agrees to provide the City of South Jordan periodic updates relating to the status of its pre-design and design review committee determinations.
- B. Developer agrees to the types of commercial development on the BH-MU Zone Property, as described in Attachment "C", including, but not limited to:
 - 1. Neighborhood Commercial uses as described in Sections 17.56.020 and 17.56.030 of the current zoning ordinance or as amended) in the commercial area immediately surrounding the "Round-a-Bout" on 114th South Street (see Attachment "C").
 - 2. Create a buffer between the residential & other development on the Property and the Lucas Dell residential development to the east as follows:
 - a. Not build a road along the west boundary of the "Lucas Dell" subdivision.
 - b. Create 1/3 acre or larger lots along the west boundary of the "Lucas Dell" and increase the residential density, in a manner approved by the City at the plat approval process, as the development goes to the west towards Bangerter Highway.
- C. Developer agrees to limit the types of residential development on RM-6 Zoned Property as described in Attachment "C", to single family ownership with no apartment buildings.
- D. The Developer agrees and understands that Developer will supply plans and obtain any and all required permits under City, County, State or Federal regulations before commencing any redevelopment or improvements and that the Developer will pay all applicable fees as required.

VII. 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 U.S. Postal Service mail, postage prepaid to:

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

Attention: City Manager

If to Developer: Wade S. Williams
90 South 400 West, Suite 200
Salt Lake City, Utah 84101

or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

B. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service in the manner set forth above.

C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same of any other provision of this Agreement.

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 that its company is fully formed and validly exists under the Laws of the State of Utah, and is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The 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 the property and all persons and entities having a legal or equitable interest to the terms of the Agreement.

F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the parties.

G. Amendment of this Agreement. 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, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Developer's ability to complete the project 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, and the Parties hereby waive any right to object to such 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. Assignment. The rights of the Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to assignment.

N. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

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 day and year first above written:

ATTEST:

By: Anna West
Anna West, City Recorder



CITY OF SOUTH JORDAN
a Utah municipal corporation

By: Ricky A. Horst
Ricky A. Horst, City Manager

APPROVED AS TO FORM:

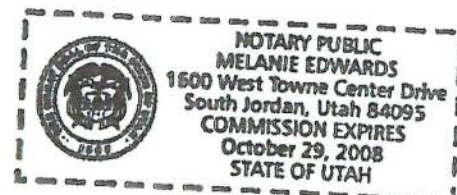
By: John H. Geilmann
John H. Geilmann, City Attorney

STATE OF UTAH)
)ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this 17 day of March 2000, by, on behalf of John H. Geilmann + Ricky A. Horst

Melanie Edwards Notary Public

My Commission Expires: Oct 29, 2008



The Boyer Company, L.C., a Utah Limited
Liability Company

By: [Signature]
Title: Manager

STATE OF UTAH)
)ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this 10th day of
2006, by Damon M. Glenn, on behalf of The Boyer Company, L.C.

Rachael N. Nussulu Notary Public

My Commission Expires: 8-20-07



Exhibit "A"

To be verified by the Developer before execution of the Agreement.

Legal Description:

THE NW 1/4 OF SEC 20, T 3S, R 1W, S L M. LESS CANAL & BANGERTER HWY. 144.05 AC M OR L.

AND

THE SE 1/4 OF NE 1/4 SEC 19 T 3S R 1W S L M. LESS CANAL 38.26 AC

Exhibit "B"

Copies of current Zoning Ordinance sections referred to in Development Agreement.

R-3 Zone

17.40.020: PERMITTED USES:

The following uses may be conducted in the R-3 zone as limited herein:

Home occupations according to city ordinances.

Household pets not exceeding two (2) per species over the age of four (4) months per dwelling.

Residential accessory buildings, the footprints of which do not exceed the footprint area of the dwelling.

Residential accessory uses.

Residential facility for disabled persons as required by state law.

Single-family dwelling, detached, maximum one per lot or parcel. (2003 Code § 17.40.020)

RM-6 Zone

17.48.020: PERMITTED USES:

The following uses may be conducted in the R-M zone as limited herein:

Home occupations according to city ordinances.

Household pets not exceeding two (2) per species over the age of four (4) months per dwelling.

Residential accessory buildings, the footprints of which do not exceed the footprint area of the dwelling.

Residential accessory uses.

Residential facility for disabled or elderly persons as required by state law.

Single-family dwelling, detached, maximum one per lot or parcel. (Ord. 2004-06, 5-18-2004)

BH-MU Zone

17.70.020: PERMITTED USES:

The following uses are permitted in the BH-MU zone:

Auto and equipment parts retailing.
Banks, credit unions, financial institutions.
Beauty, health and fitness centers.
Books, videos, media, photography, copies, art and drafting supplies, office supplies, stationery retail.
Department, discount and food stores.
Furniture, electronics, appliances and home furnishings retailing.
Hardware and home improvement retailing.
Health, beauty and medical products retailing; prescription drugs retailing.
Hobbies and crafts retailing.
Hotels and motels.
Household goods retailing.
Medical, dental, health services.
Miscellaneous retail sales.
Movie theaters, concert halls.
Office uses.
Pharmacy.
Restaurants, eating establishments.
Sewing supplies, apparel, footwear retailing.
Shopping centers and malls.
Sporting goods, toy retailing. (Ord. 2004-05, 5-4-2004)

CN Zone

17.56.020: PERMITTED USES:

The following uses may be conducted in the C-N zone:

Retail sales and services, excluding auto services such as lube, stand alone car wash, tune up, tires, repairs. (2003 Code § 17.56.020)

17.56.030: CONDITIONAL USES:

A conditional use permit may be issued for the following uses in the C-N zone:

Banks, credit unions.
Bed and breakfast inn.

Drive-through establishments such as fast food, financial institution, pharmacy, but excluding auto services such as lube, stand alone car wash, tune up, tires, repairs.

Gas stations/convenience stores.

Office, no larger than three thousand (3,000) square foot building.

Restaurants. (2003 Code § 17.56.030)

Exhibit "C"

Proposed Conceptual Plan

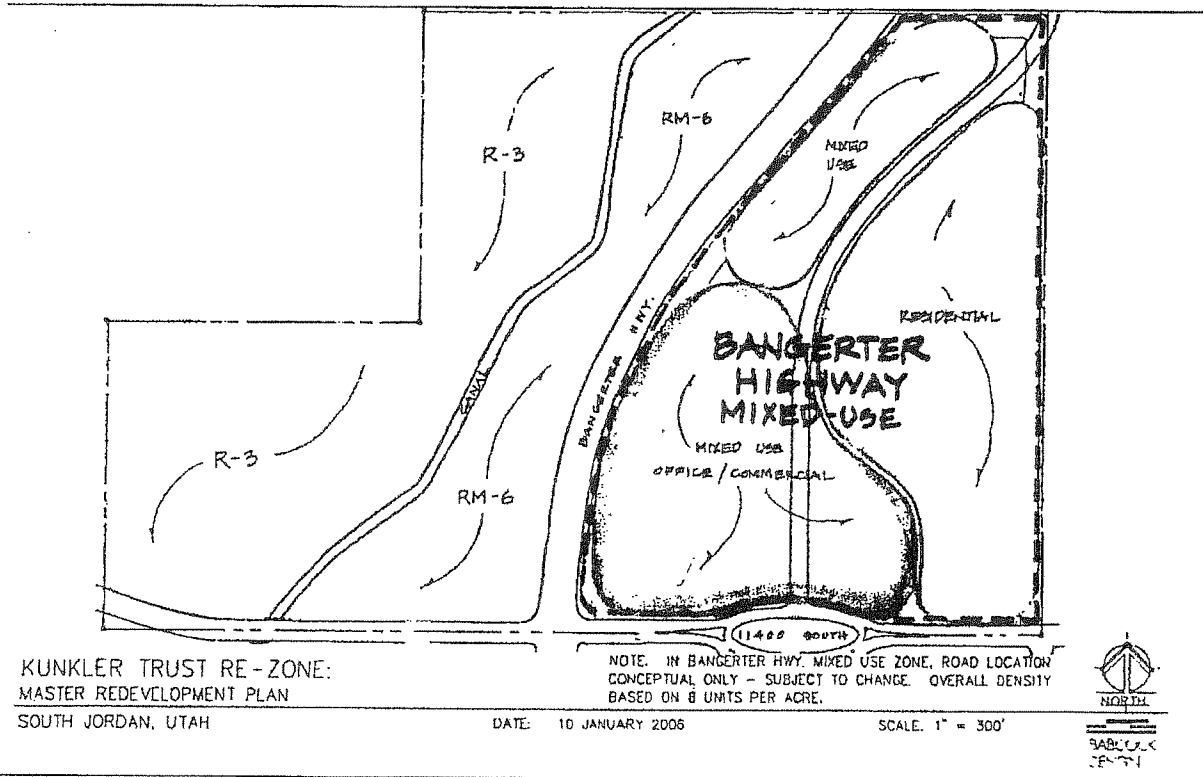


Exhibit D
(to Development Agreement dated February 21, 2006)

BHMU Zone Text Amendments and BHMU Zone Master Development Plan
as adopted by the South Jordan City Council 5/18/10

ORDINANCE NO. 2010.04

AN ORDINANCE AMENDING SECTION 17.70 OF TITLE 17 OF THE SOUTH JORDAN MUNICIPAL CODE PERTAINING TO THE BANGERTER HIGHWAY MIXED USE ZONE (BH-MU)

WHEREAS, the South Jordan City Council has previously adopted Section 17.70 of the South Jordan City Municipal Code, which determine the uses allowed and regulations for the Bangerter Highway Mixed Use zone; and

WHEREAS, the South Jordan Planning Commission, after holding a public hearing, has reviewed the proposed text amendments to Section 17.70; and

WHEREAS, the City Council has held a public hearing and has reviewed the proposed amendments and considered the recommendation of the Planning Commission regarding the proposed amendment; and

WHEREAS, in accordance with principles of sound municipal planning, the City Staff, the City Planning Commission, and the City Council have taken into account the impact the proposed amendment will or may have on existing or future development projects, and to the extent legally permissible or practical, the City Staff, Planning Commission and Council have taken reasonable steps to ensure that the proposed amendment meets the purposes and objectives of the Planning and Land Use Code; and

WHEREAS, the City Council desires to amend the Development Code as proposed; and

WHEREAS, the City Council has found and determined that the proposed amendments to Section 17.70 of the South Jordan Municipal Code will support the best interests of the City and will promote the public health, safety and welfare.

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

Section 1. Amendment. Chapter 17.70 Title 17, "Planning and Land Use Code", of the South Jordan Municipal Code is hereby amended as follows:

Chapter 17.70

BANGERTER HIGHWAY MIXED USE (BH-MU) ZONE

17.70.010: PURPOSE:

The Bangerter Highway ~~Mmixed Use Zone~~ may be cited as the "BH-MU ~~Z~~zone" and may be established along the east side of Bangerter Highway to provide areas for higher density, mixed use development. Such development will be compatible with a major arterial highway corridor and ~~s~~would discourage low density single-family residential development near the highway.

It is intended that a variety of retail, office, entertainment and residential uses be combined to create a self-contained environment for workers, shoppers, residents and visitors in a pedestrian oriented unified manner while accommodating automobile traffic to regional services dependent upon a major transportation facility.

The BH-MU Zzone will encourage orderly, aesthetically pleasing development and a balance of uses while discouraging strip commercial with its attendant congestion, pollution and visual blight. (Ord. 2007-02, 1-16-2007) **Buildings shall be designed to have architectural and access orientation to the street.**

17.70.020: PERMITTED USES:

The following uses are permitted in the BH-MU Zzone:

Auto and equipment parts retailing.

Banks, credit unions, financial institutions.

Beauty, health and fitness centers.

Books, videos, media, photography, copies, art and drafting supplies, office supplies, stationery retail.

Department, discount and food stores.

Furniture, electronics, appliances and home furnishings retailing.

Hardware and home improvement retailing.

Health, beauty and medical products retailing; prescription drugs retailing.

Hobbies and crafts retailing.

Hotels and motels.

Household goods retailing.

Medical, dental, health services.

Miscellaneous retail sales.

Movie theaters, concert halls.

Office uses.

Outdoor Kiosks.

Pharmacy.

Restaurants, eating establishments.

Sewing supplies, apparel, footwear retailing.

Shopping centers and malls.

Sporting goods, toy retailing. (Ord. 2007-02, 1-16-2007)

17.70.030: CONDITIONAL USES:

A conditional use permit may be issued for the following uses in the BH-MU ~~Z~~zone:

Assisted living centers.

~~Indoor/underground~~ Automobile sales, new and ancillary used, ~~maximum three (3) acres per business, no closer than four hundred feet (400') from residential development.~~

~~Automobile sales, used; minimum eight thousand (8,000) square foot building required, maximum three (3) acres per business, no closer than four hundred feet (400') from residential development.~~

Automotive services enclosed within a building, including lube, tune up, automatic wash, inspection, tires, mufflers, minor repairs.

Bed and breakfast inn.

Convention, arena, reception and assembly facilities.

Cultural exhibits and activities.

Daycare center.

Drive-through facilities, **visually buffered**, for allowed uses.

Entertainment, amusement, recreational activities.

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

Fast food.

Gas stations, convenience stores.

Golf courses and ranges.

Hospitals.

Laundry.

Live/Work Units.

Lumber, building material and landscaping retail sales yards.

Nature or zoological exhibits.

Office buildings.

Parks.

Public or quasi-public facilities.

Recreational vehicle and boat sales, new and ancillary used.

Religious activities.

Retail Nurseries, Lawn and Garden Supply Stores

Schools, educational and training activities.

Single-family residential-PUD or condominium **and integrated multi-family residential (projects with more than one housing land use type with 'village' style design, building height and architecture), maximum eight (8) units per acre of the gross acreage of the Master Development Plan. Additional dwelling units exceeding eight (8) units per acre may be approved by the City Council as an amendment to the Master Development Plan (MDP).**

Street vendors.

Upper floor residential ~~condominium~~ combined with commercial and/or office use on the main floor in the same building. (Ord. 2008-19, 11-18-2008)

17.70.040: USE REGULATIONS:

Uses may be conducted in BH-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 BH-MU **Z**ones. Residential uses (not including upper floor residential) in a BH-MU zone may not exceed twenty percent (20%) of the gross land area in the zone. A conditional use permit must be obtained prior to the establishment of a conditional use. Sexually oriented business is prohibited in **the** BH-MU **Z**ones.

- B. All uses in BH-MU **Z**ones shall be conducted within completely enclosed buildings, unless otherwise allowed in this chapter, except **outdoor kiosks, vendor carts, and** those temporary uses customarily conducted in the outdoors, including Christmas tree lots, fireworks stands and parking lot sales associated with an approved use on the property. Parking lot sales may be conducted up to four (4) 1-week periods per year.
- C. Accessory uses **may be conducted and accessory** buildings may be ~~conducted~~ **constructed** in BH-MU **Z**ones only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, parking lots and terraces, properly screened utility and loading areas and other buildings and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.
- D. There shall be no open storage of trash, debris, used, wrecked or neglected materials, equipment or vehicles in BH-MU **Z**ones. No commercial materials, goods or inventory may be stored in open areas in BH-MU **Z**ones, 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 including plants and other landscaping materials 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 BH-MU **Z**ones for longer than seventy two (72) hours unless stored within a completely enclosed building.
- F. No commercial vehicles such as earthmoving or material handling equipment, semi-trucks or trailers or any commercial truck, trailer or vehicle may be stored in the BH-MU **Z**one for longer than seventy two (72) hours, except in conjunction with an approved use, or approved development or construction activities on the property.
- G. Utility trailers and recreational vehicles such as motor homes, travel trailers, watercraft, campers and all-terrain vehicles, may not be stored in any area in BH-MU **Z**ones, except in conjunction with a single-family dwelling. Said trailers and vehicles shall be stored within lawfully constructed buildings or behind the front line of the dwelling, 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 the BH-MU **Z**zone, 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.

H. Home occupations may be licensed in any residence in BH-MU **Z**zones according to provisions of **chapter 17.98** of this title. (Ord. 2007-02, 1-16-2007)

17.70.050: ZONE ESTABLISHMENT:

Each proposed BH-MU **Z**zone shall be contiguous to the Bangerter Highway right of way. Each proposed BH-MU **Z**zone shall be accompanied by a master development plan ("MDP") which specifies land use areas and residential densities **including the total number of residential units**. Retail, office, residential ~~8~~, mixed use (~~containing upper floor residential~~), open space and public/quasi-public land use areas will be shown on the MDP. The MDP shall be adopted as an exhibit to the ordinance establishing the BH-MU **Z**zone in which it is proposed. The MDP shall ~~may be amended~~ **adopted** by the City Council after the establishment of the BH-MU **Z**zone by following standard rezoning procedures of **chapter 17.22** of this title. **The Planning Commission City Council shall review and may approve necessary amendments to the MDP based upon appropriate changes to the land use mix and market conditions.** (Ord. 2007-02, 1-16-2007)

17.70.060: DEVELOPMENT REVIEW:

All uses proposed in **the** BH-MU **Z**zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in **the** BH-MU **Z**zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as allowed under state law. The following procedure shall be used for site plan review of projects in the BH-MU **Z**zone:

A. The developer shall prepare and submit a concept plan as described in section **16.24.030** of this code.

B. The developer shall prepare and submit a design book with the concept plan containing typical renderings of cross sections and plan views of the following:

1. Existing and proposed public street curb, gutter, sidewalk, park strip, landscaping, streetlights and pavement.
2. Yard areas between buildings and public streets, including trees, grass, shrubs, ground cover, signs and screen walls.

3. Parking areas, walkways, driveways, landscaped areas and storm detention/retention areas.

4. Architectural features, including materials and colors, of buildings, freestanding and wall mounted signs and light fixtures, trash enclosures, utility and loading area screen walls, pedestrian furniture and artwork.

5. Other improvements as required by city staff.

- C. The city staff shall review the concept plan and design book and provide comments to the developer who will make needed revisions to the documents. Upon final review and approval of city staff, the concept plan and design book for the development will be scheduled on the Planning Commission agenda for a public hearing. **Amendments or changes to the approved design book may be approved by the Planning Commission subsequent to their review and a public hearing to hear comments regarding the proposed amendments or changes.**
- D. Upon approval of the concept plan and design book by the Planning Commission, site plans for all or portions of the BH-MU Zone may be prepared according to section **16.24.040** of this code and submitted to city staff for review. City staff may approve, approve with conditions, or deny the site plans for the proposed development.
- E. A decision of the city staff regarding site plans in the BH-MU Zone may be appealed according to procedures set forth in section **16.04.370** of this code. (Ord. 2007-02, 1-16-2007)

17.70.070: LOT WIDTH AND FRONTAGE:

No minimum lot width is required in the BH-MU Zone except as established with development approval. Each lot or parcel in BH-MU Zones must front on or have legal access to a public street. (Ord. 2007-02, 1-16-2007)

17.70.080: AREA REQUIREMENTS:

The following area requirements shall apply in the BH-MU zone:

- A. Minimum Zone Area: The minimum area of a BH-MU Zone shall be one hundred (100) acres.
- B. Minimum Project Area: "Project" shall be defined as any development in BH-MU Zones for which preliminary plat or site plan approval has been proposed or granted. The minimum area of any project in BH-MU Zones shall be one **quarter** acre.
- C. Minimum Lot Area: There shall be no minimum lot area in BH-MU Zones, except as established with development approval.

~~D. Maximum Residential Area: Maximum residential use area in BH-MU zones is twenty percent (20%) of the gross land area in the zone. (Ord. 2007-02, 1-16-2007)~~

17.70.090: PRIOR CREATED LOTS:

Nonconforming lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of a BH-MU **Z**zone shall be brought into conformance with the requirements of this chapter prior to **new** development. (Ord. 2007-02, 1-16-2007)

17.70.100: YARD REQUIREMENTS:

Yard requirements in the BH-MU **Z**zone shall be determined with site plan, subdivision and/or condominium review by the **P**lanning **C**ommission. Non-single-family residential buildings shall be separated from single-family residential lot lines by a minimum distance of thirty feet (30'), of which ten feet (10') adjacent to the property line shall be landscaped, ~~unless said uses are contained in the same building.~~ (Ord. 2007-02, 1-16-2007)

17.70.110: PROJECTIONS INTO YARDS:

The following may be erected on or projected into any required yard space in BH-MU zones:

- A. Fences and walls in conformance with city codes and ordinances.
- B. Landscape elements, including trees, shrubs and other plants.
- C. Utility or irrigation equipment or facilities.
- D. **Single family detached residential** ~~D~~decks not more than two feet (2') in height.
- E. **Single family detached residential** ~~E~~cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to the building extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard.
- F. **Single family detached residential** ~~F~~chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding eight feet (8') wide and extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard. (Ord. 2007-02, 1-16-2007)

17.70.120: PARKING AND ACCESS:

Parking areas and access in BH-MU **Z**zones shall meet requirements of **chapter 16.26** of this code. **In order to enhance pedestrian access and walkability, site**

design should focus on orienting buildings to streets and driveways with parking placed to the rear or side of structures.

A reduction in required parking may be granted by the Planning Commission upon recommendation by the Community Development Director and City Engineer, when justification for such can be made. Shared parking and mixed use site plan design shall be considered in determining parking reduction. Strategies for walkable commercial development as suggested by "Envision Utah's Urban Planning For Quality Growth" shall be implemented where appropriate. (Ord. 2007-02, 1-16-2007)

17.70.130: FENCING, SCREENING AND CLEAR VISION:

The following fencing, screening and clear vision requirements shall apply in BH-MU zones:

- A. All mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view **from a public street** with architectural features or walls consistent with materials used in the associated buildings.
- B. The boundary of a BH-MU **Z**zone which is not in or adjacent to a street and which is adjacent to a single-family residential or agricultural zone shall be fenced with a six foot (6'), decorative precast concrete panel or masonry fence as determined with development approval. Six foot (6') solid vinyl boundary fencing may be allowed in unusual circumstances such as adjacent to property which is master planned for nonresidential uses. A higher fence may be required or allowed by the city in unusual circumstances. A building permit is required for fences and 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 with development approval.
- C. No wall, fence or screening material shall be erected between a street and a front or street side building line in BH-MU **Z**zones, except for **single family residential developments, and** as required in subsection A of this section.
- D. Landscape materials, except for mature trees which are pruned at least seven feet (7') above the ground, and fences shall not exceed two feet (2') in height within a ten foot (10') triangular area formed by the edge of a driveway and a street right of way line or within a thirty foot (30') triangular area formed by the right of way lines of intersecting streets. (Ord. 2007-02, 1-16-2007)

17.70.140: ARCHITECTURAL STANDARDS:

The following architectural standards are required in BH-MU **Z**zones:

- A. Architectural drawings and elevations, exterior materials and colors of all buildings shall be submitted in conjunction with development review. An architectural theme governing the project shall be submitted for review.
- B. All building materials shall be high quality, durable and low maintenance.
- C. **Building materials for structures**, Single-family residential and townhome dwellings, **including garages**, shall ~~use~~ be constructed with brick, or stone, or cement fiber products (i.e. Hardie Board) in combinations that create aesthetically pleasing architecture. Stucco products, if used, shall clearly be used in minimal amounts and as a contrast or accent to other building materials, i.e. gables. Both vertical and horizontal elements should be used, as appropriate, to enrich and give a variety to the architectural theme. Individual buildings shall have enough architectural variation to be recognizable as separately recognizable structures. ~~in the minimum amount of three feet (3') times (x) the perimeter of the foundation (including garage);~~
- D. **Except for flat or shed-style roofed structures approved by the Planning Commission through design book review**, a minimum ~~six~~ eight to twelve (68:12) roof pitch **shall be required** and a minimum two (2) car garage (minimum ~~202~~ feet by ~~202~~ feet, or the square footage ~~approximate approved equivalent for~~ tandem parking approved by the Planning Commission in conjunction with a site plan, subdivision plat or condominium map for the development.
- ED. Exterior walls of buildings, in excess of sixty feet (60') in length, shall have relief features at least four inches (4") deep at planned intervals. All sides of buildings shall receive design consideration.
- FE. Signs shall meet requirements of **chapter 16.36** of this code and shall be constructed of materials which complement the buildings which they identify.
- GF. Maximum building height in BH-MU zones shall be four (4) stories, **unless otherwise approved by the City Council**, except that the maximum height shall be two (2) stories within four hundred feet (400') of any single-family residential zone.
- HG. The exteriors of buildings in the BH-MU Zzone shall be properly maintained by the owners. (Ord. 2007-02, 1-16-2007)
- I. **Architectural design and site layout shall be compliant with the basic principles of C.P.T.E.D. (Crime Prevention Through Environmental Design), i.e. natural surveillance, natural access control, territoriality, and maintenance.**

17.70.150: LANDSCAPING:

The following landscaping requirements and standards shall apply in the BH-MU Zzone:

- A. The front, side and rear yards of lots in BH-MU Zzones shall be landscaped and properly maintained with grass, trees and other plant **and/or permeable landscape** material.
- B. All areas of lots in BH-MU Zzones not approved for parking, buildings or other hard surfacing shall be landscaped and properly maintained with **ground covers that may include turfgrass**, deciduous and evergreen trees and other plant **and/or permeable landscape material (including properly designed xeriscape)**, approved in conjunction with a site plan, plat or record of survey map for the development. **Drought resistant plant materials are encouraged.**
- C. A minimum of one tree per five hundred (500) square feet, or part thereof, of required landscaped yard areas is required in BH-MU Zzones in addition to other trees required in this section. A minimum of thirty percent (30%) of required yard area trees shall be minimum seven foot (7') evergreens. Deciduous trees shall be minimum two inch (2") caliper. Deciduous and evergreen trees required in this section shall be dispersed throughout the required yard areas on the site.
- D. ~~All collector street and other public and private~~ **P**park strips **(planting area between streets/driveways and sidewalks) are required** in BH-MU Zzones **and** shall be improved **with street trees with appropriate ground covers** and maintained by the adjoining owners according to specifications adopted by the city unless otherwise allowed with development approval. **Park strips shall be of sufficient width to accommodate the root zone of the approved street tree species, i.e. at least five feet (5') for ornamental trees.**
- E. Trees may not be topped nor may any landscape material be removed in BH-MU Zzones without city approval. Any dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan, plat or map approval.
- F. The following landscaping requirements shall apply in parking areas in BH-MU Zzones:
 - 1. 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.
 - 2. 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 **only if parking is adjacent to a covered sidewalk.**

3. All landscaped areas adjacent to parking areas shall be curbed.

- G. A minimum twenty foot (20') wide landscaped **planting area** ~~planter~~ shall be required along the Bangerter Highway right of way on lots and parcels in the BH-MU zone which adjoin the highway right of way. This area may be counted toward any minimum yard area that would otherwise be required adjacent to the highway right of way. These areas shall be planted with trees and other plant/**landscape** materials approved with the development.
- H. 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 and perpetually preserved may be counted toward required yard space for the development. If approved by the city engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without written approval of any entity or agency having jurisdiction over said waterways.
- I. All required landscaping in BH-MU **Z**zones, shall be installed (or escrowed due to season) prior to occupancy.
- J. All landscaped areas, including adjoining public right of way areas, shall be properly irrigated and maintained by the owners. (Ord. 2007-02, 1-16-2007)

17.70.160: LIGHTING:

The following lighting requirements shall apply in BH-MU **Z**zones:

- A. A lighting plan shall be submitted with all new developments in BH-MU **Z**zones. Site lighting shall not exceed forty feet (40') in height. Site and street lighting shall not exceed twenty feet (20') in height within three hundred feet (300') of any single-family residential zone or in public park strips.
- B. Lighting for commercial uses which is within three hundred feet (300') of residential lots shall be shielded to prevent glare on said residential lots.
- C. All lighting fixtures shall **evoke a 'village' feel to the development and** be architectural grade consistent with the architectural theme of the **project** development. Lighting fixture detail will be submitted for approval with the development. (Ord. 2007-02, 1-16-2007)

17.70.170: OTHER REQUIREMENTS:

The following provisions shall apply in BH-MU **Z**zones:

- A. Private Covenants: The developer of a condominium project or PUD in a BH-MU **Z**zone shall submit a proposed declaration of covenants to the city attorney for

review, including an opinion of legal counsel licensed to practice law in the state that the condominium meets requirements of state law, and record the covenants with the condominium map or subdivision plat for the project.

- B. Grading and Drainage: All developments in BH-MU Zones shall be graded according to the city engineering and building requirements to provide adequate drainage on and off the property. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
- C. Easements: Buildings may not be located within public easements without written approval from the affected parties.
- D. Maintenance: All developments shall be properly maintained by the owners.
- E. Phasing Plan: A project phasing plan shall be submitted for review at the time of preliminary plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the city. (Ord. 2007-02, 1-16-2007)

Section 2. Amendment. The development plan included as Exhibit A to this Ordinance is hereby adopted as the amended and revised Master Development Plan ("MDP") for the BH-MU Zone.

Section 3. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS 18th DAY OF May, 2010 BY THE FOLLOWING VOTE.

	YES	NO	ABSTAIN	ABSENT
Brian Butters	<u>X</u>	___	___	___
Kathie L. Johnson	<u>X</u>	___	___	___
Larry Short	<u>X</u>	___	___	___
Aleta A. Taylor	<u>X</u>	___	___	___
Leona Winger	<u>X</u>	___	___	___

ATTEST: Anna M. West
Anna M. West, City Recorder



W. Kent Money
W. Kent Money Mayor

Exhibit A

[to Ordinance 2010.04 *AN ORDINANCE AMENDING SECTION 17.70 OF TITLE 17 OF THE SOUTH JORDAN MUNICIPAL CODE PERTAINING TO THE BANGERTER HIGHWAY MIXED USE ZONE (BHMU)* passed and adopted by the South Jordan City Council, May 18, 2010]

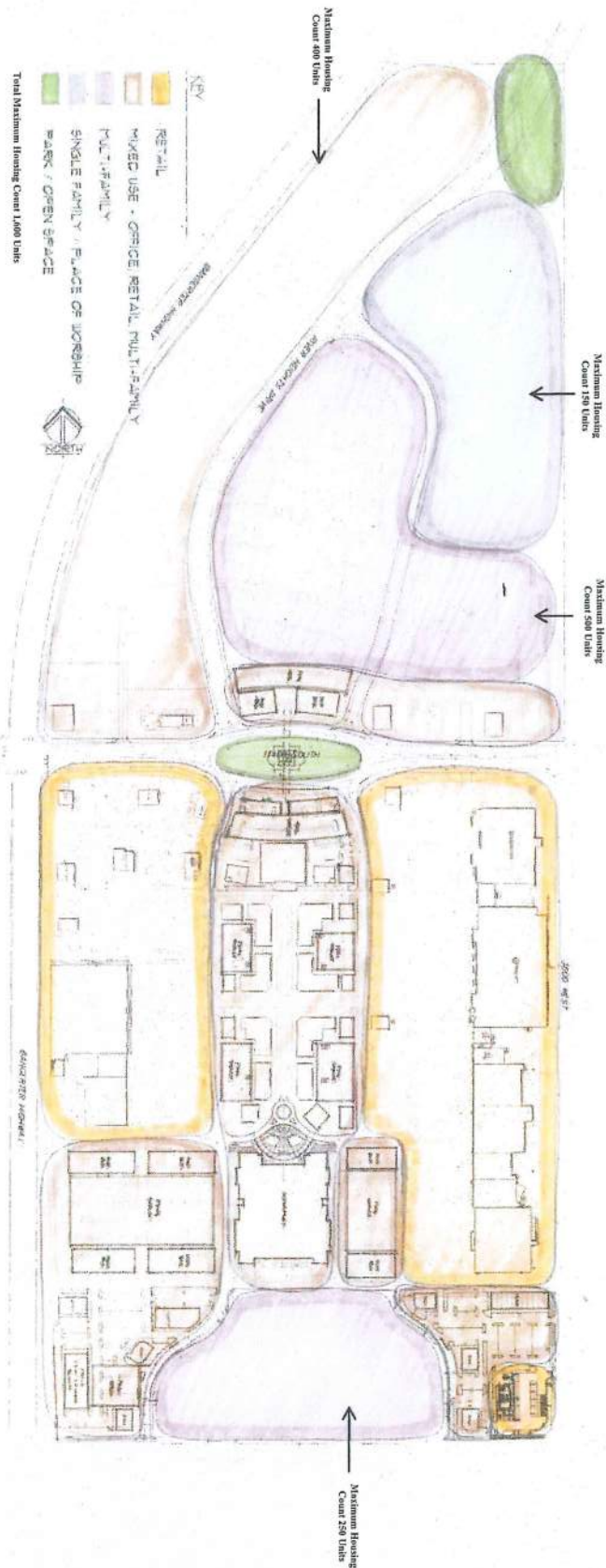
BH-MU Master Development Plan (4 Pages)

EXHIBIT A

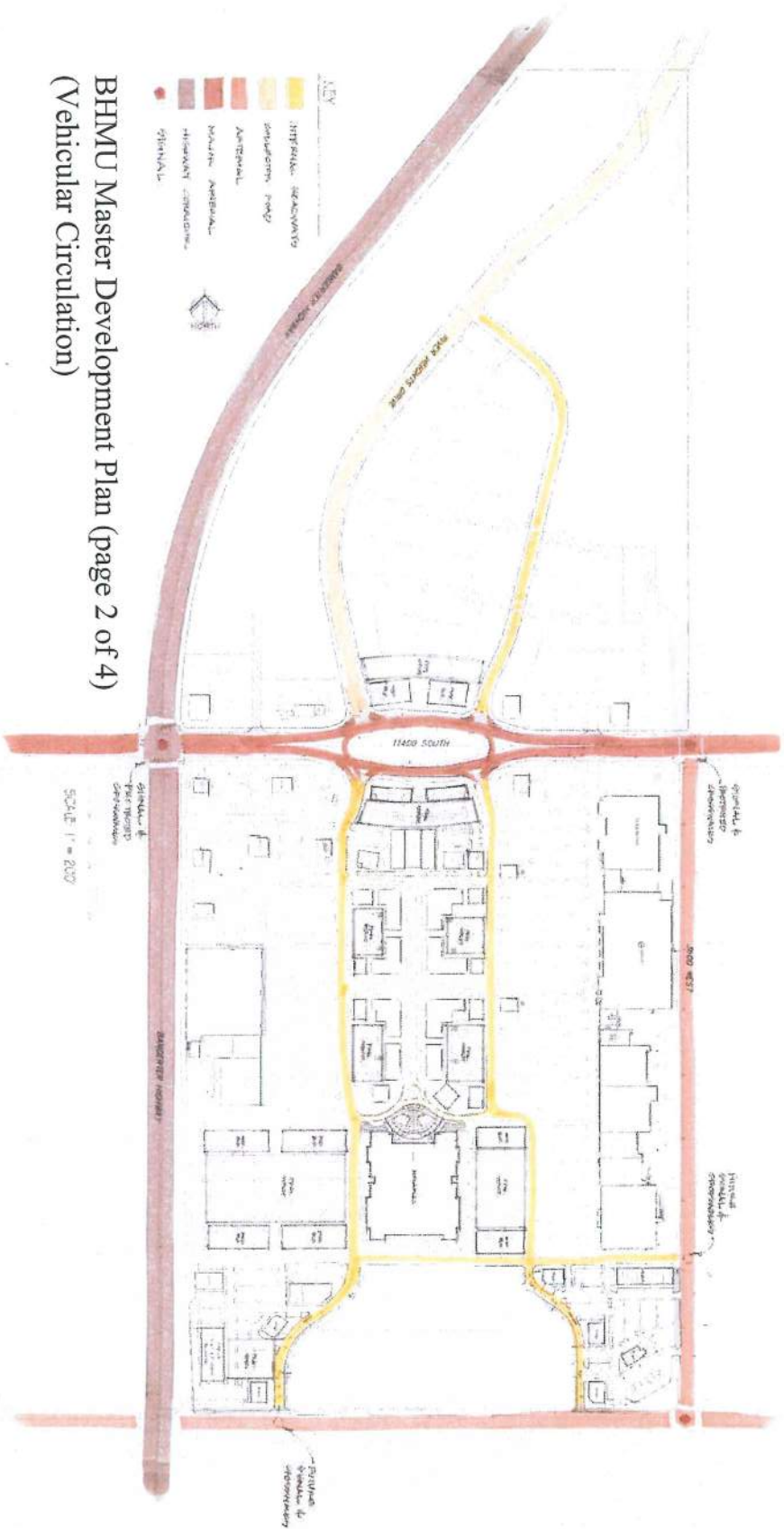
BH-MU Zone Master Development Plan (4 Pages)

Adopted 18 May 2010

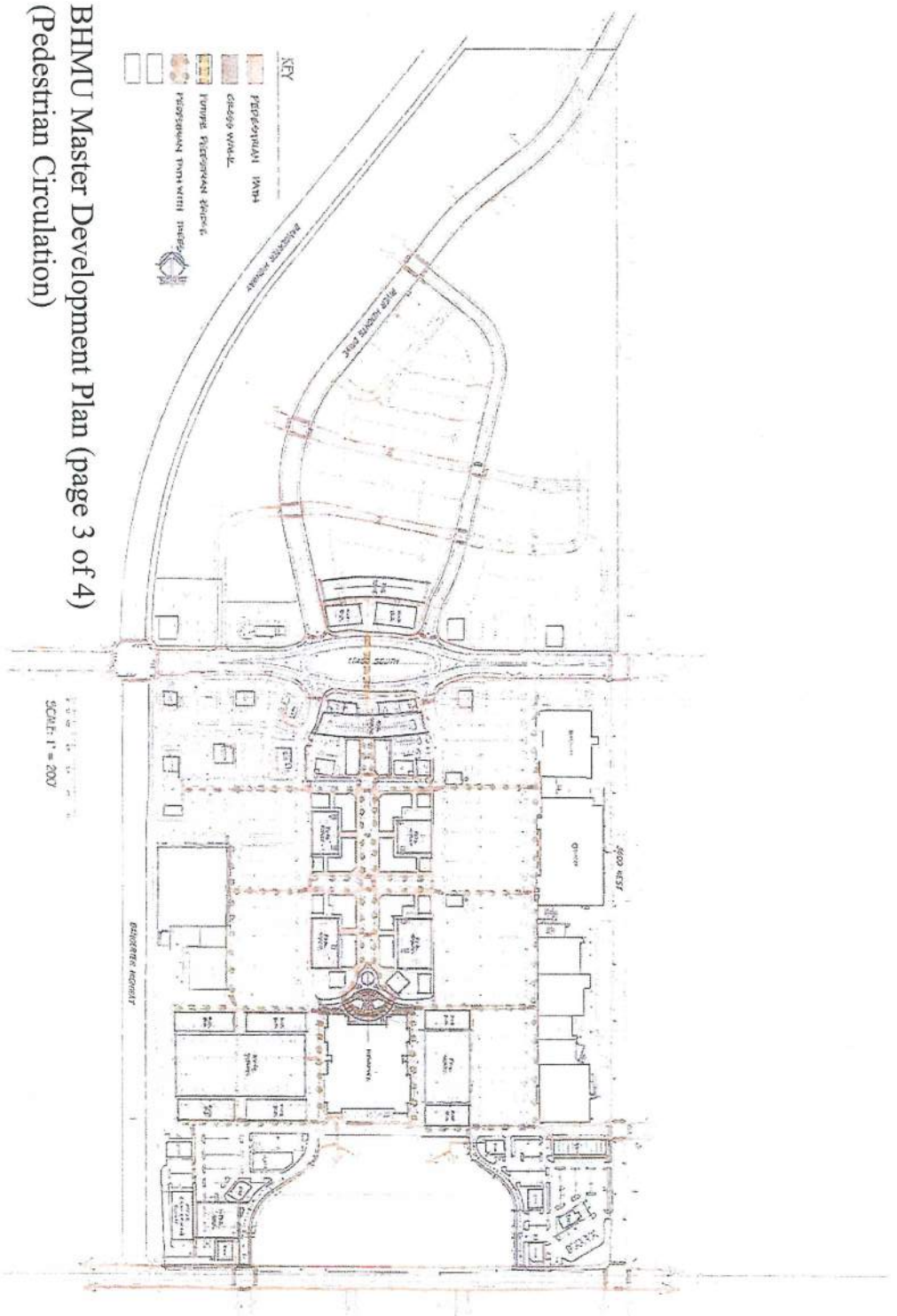
BH-MU Master Development Plan (page 1 of 4) (Land Use Plan)



BHMU Master Development Plan (page 2 of 4) (Vehicular Circulation)

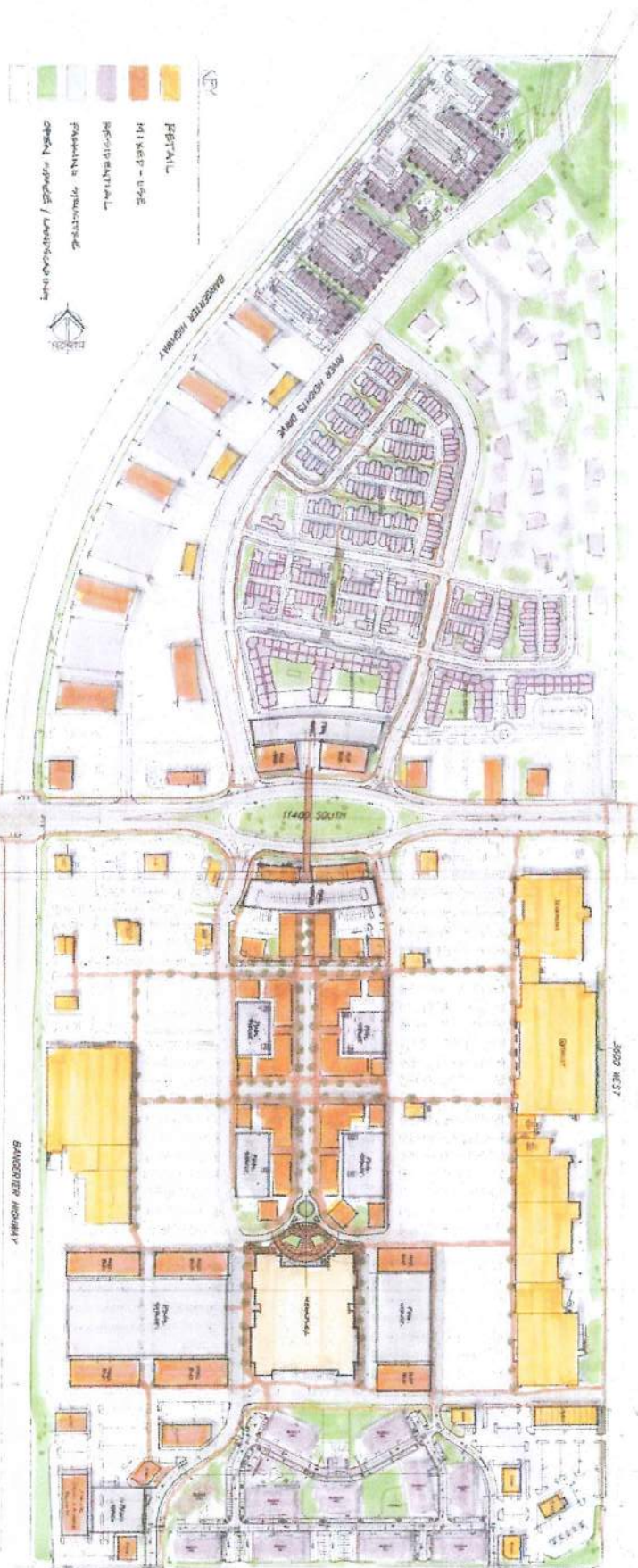


BHMU Master Development Plan (page 3 of 4) (Pedestrian Circulation)



BHMU Master Development Plan (page 4 of 4) (Maximum Build Out Plan)

SCALE: 1" = 200'



2010-0075
COPY

RESOLUTION NO. R2010-07

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH JORDAN,
COUNTY OF SALT LAKE, UTAH, EXECUTING THE FIRST AMENDMENT TO THE
AGREEMENT FOR THE DEVELOPMENT OF THE KUNKLER TRUST PROPERTY BY THE
BOYER COMPANY, L.C. A LIMITED LIABILITY COMPANY.

WHEREAS, Boyer Company, L.C., a Utah Limited Liability Company
("Developer") and the City of South Jordan, a Utah municipal corporation ("City"),
entered into an agreement dated February, 21, 2006, entitled, "DEVELOPMENT
AGREEMENT" ("Agreement") to develop the Kunkler Trust Property ("Property"); and

WHEREAS, the Developer has proposed to the City, an amendment to the
Agreement ("Amendment"); and

WHEREAS, the Mayor and City Council of the City find that the Amendment is
in the interest of health, safety, and general welfare of the citizens of the City

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF SOUTH JORDAN, AS FOLLOWS:

Section 1. The Amendment is hereby approved and adopted; and

Section 2. The City Manager is hereby authorized to execute the Amendment on
behalf of the City of South Jordan.

PASSED AND APPROVED this 18th day of May, 2010.

ATTEST:

By: Anna M. West
Anna West, City Recorder



By: W. Kent Money
W. Kent Money, Mayor

APPROVED AS TO FORM:

By: Robert J. Ott
Attorney for South Jordan City

10968593
06/10/2010 10:14 AM \$0.00
Book - 9832 Pg - 1357-1392
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: ARG, DEPUTY - WI 36 P.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is entered into this 18th day of May, 2010 by and between the City of South Jordan, a Utah municipal corporation ("City") and The Boyer Company, L.C. a Utah Limited Liability Company ("Developer"). The City and the Developer are jointly referred to as the "Parties".

RECITALS

- A. The City and the Developer entered into an agreement entitled, "Development Agreement" ("Agreement") dated February 21, 2006, a copy of which is attached to this Amendment as Exhibit 1, to facilitate the development of property commonly known as the Kunkler property.
- B. A portion of the Kunkler property has become commonly know as the North District.
- C. The Developer has requested certain amendments to the Agreement with respect to the development of the North District.
- D. The City Council has reviewed the amendments requested by the Developer and concluded that the amendments will result in planning and economic benefits to the City and its residents and will provide certainty useful to the Developer and the City in ongoing future communications and relations with respect to the development of the North District.

NOW, THEREFORE, the Agreement is hereby amended as follows:

- 1. Section III. Paragraph A. is amended to read as follows:
 - A. Permitted Uses the permitted uses for the Property shall be those uses specifically listed in Sections 17.40 (R-3 Zone), 17.48.020 (RM-6 Zone), and 17.70.020 (BH-MU Zone) of the City of South Jordan Zoning Ordinance, a copy of said sections is attached hereto as Exhibit "B" and Exhibit "D" and incorporated herein by this reference. Any changes made to these Sections by the City of South Jordan shall be binding on the Property, except as inconsistent with section VI below.
- 2. Section III. Paragraph C. is amended to read as follows:
 - C. 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 with respect to use under the zoning designations as referenced in Section 3.1 above under the terms of this Agreement based on the policies, facts, and circumstances meeting the compelling, countervailing public interest exception

to the vested right doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; 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 Project under the compelling, countervailing public interest exception to the vested rights doctrine.

3. Section V. is amended to read as follows:

V. City's Obligations

A. The City assures that should the Zoning be approved as requested and shown on Exhibit "C", the City Shall allow the Developer to construct a single-family residential development on Assessor's Parcel Numbers 2720100003 and 2719200003 consistent with the map attached to this Agreement as Appendix "C", with the terms of this Agreement, and with the R-3, RM-6, and BH-MU Sections of the City of South Jordan Zoning Ordinance, except as is inconsistent with Section VI below.

B. The Developer shall not be required to construct or install sidewalk improvements on the west side of 40th West Street. In the event the City determines that sidewalk improvements are to be constructed or installed on the west side of 40th West Street, the City shall require the owner/developer of the property on the west side of 40th West Street to construct or install said side walk.

4. Section VI. paragraph B. is amended to read as follows:

B. Developer agrees to the types of development on the BH-MU Zone Property, as described in the BHMU Zone Master Development Plan found in Attachment "D", including but not limited to:

1. Neighborhood Commercial uses as described in Sections 17.56.020 and 17.56.030 of the current zoning ordinance or as amended) in the commercial area immediately surrounding the "Round-a-Bout" on 11400 South Street (see Attachment "D"); and
2. Creating a buffer between the residential & other development on the Property and the Lucas Dell residential development to the east as follows:
 - a. Not build a road along the west boundary of the "Lucas Dell" subdivision.
 - b. Create 1/3 acre or larger lots along the west boundary of the "Lucas Dell" and increase the residential density, in a manner approved by the City at the plat approval process, as the development goes west towards Bangerter Highway.

5. The heading **BH-MU Zone** and the text listed under the heading **BH-MU Zone**, entitled, "17.70.020: PERMITTED USES", found in Exhibit "B", is deleted
6. The rights and obligations of this Amendment shall inure to the benefit of and be valid and binding upon the Parties, only upon adoption by the City Council of the City of South Jordan of Ordinance No. 2010.04, dated May 18, 2010 entitled, "AN ORDINANCE AMENDING SECTION 17.70 OF TITLE 17 OF THE SOUTH JORDAN MUNICIPAL CODE PERTAINING TO THE BANGERTER HIGHWAY MIXED USE ZONE (B"H-MU)" including also the adoption of the BH-MU Zone Master Development Plan included with said Ordinance.

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

CITY OF SOUTH JORDAN
a Utah municipal corporation

ATTEST:

By: *John H. Geilmann*
John H. Geilmann, City Manager



By: *Anna M. West*
City Recorder

APPROVED AS TO FORM:

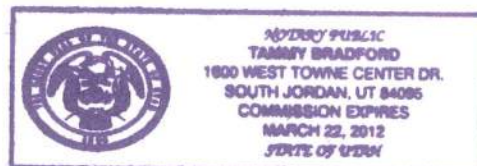
By: *[Signature]*
Attorney for South Jordan City

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On June 1, 2010 personally appeared before me, a Notary Public, John H. Geilmann, the City Manager of the City of South Jordan personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf of and with authority from the City of South Jordan.

WITNESS my hand and official Seal.

Tammy Bradford
Notary Public



The Boyer Company, L.C., a Utah Limited Liability Company

By: [Signature]

Title: Manager

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On May 25, 2010, 2010 personally appeared before me, a Notary Public, Steven B. Oster, the Manager of The Boyer Company, L.C., a Utah Limited Liability Company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he/she executed the above instrument on behalf of and with authority from The Boyer Company.

WITNESS my hand and official Seal.



Rachael N. Niusulu
Notary Public

Exhibit 1

**(to *FIRST AMENDMENT TO DEVELOPMENT AGREEMENT* between the City of South Jordan,
a Utah municipal corporation and The Boyer Company, L.C.)**

("Development Agreement" dated February 21, 2006
between The Boyer Company, L.L.C. and the City of South Jordan)

DEVELOPMENT AGREEMENT

This Agreement, regarding the redevelopment and improvement of the Kunkler Trust Property, is entered into this 21 day of February, 2006 by and between the City of South Jordan, an Utah municipal corporation, hereafter referred to as "City" and The Boyer Company, L.C. a Utah limited liability company hereafter referred to as "Developer"

RECITALS

A. South Jordan City, acting pursuant to its authority under Utah Code Annotated 10-9a-102 (2) *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Kunkler Trust Properties and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. Developer desires to be the owner of certain real property known as Assessor's Parcel Numbers 2720100003 and 2719200003 hereafter referred to as the "Property". This property is legally described on Exhibit "A" attached hereto and incorporated herein by reference.

C. The property is subject to the City of South Jordan Zoning Ordinance and is currently zoned "A-5 & A-1" and designated on the future land use map as High Density Residential, Commercial, Bangerter Highway Mixed Use and Open Space. Developer and City desire to allow Developer to make improvements to the property. Developer desires a period of time in which to develop the property.

D. The improvements and changes to be made to the Property shall be consistent with the current Zoning Ordinance of the City of South Jordan, or any future changes to the Zoning Ordinance of the City of South Jordan, and the City of South Jordan General Plan.

E. Developer and City acknowledge and agree that the development and improvement of the "Property" pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Property and the City in ongoing future communications and relations with the community.

F. The City's governing body has authorized execution of this Agreement by Resolution No. 2005-10, to which this Agreement is attached.

G. The City has authorized the negotiation of and adoption of development Agreements under appropriate circumstances where proposed development contains outstanding features that advance the policies, goals and objectives of the South Jordan City General Plan and contributes to capital improvements that substantially benefit the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. Recitals. The recitals set forth above are incorporated herein by this reference.

II. Conditions Precedent. City and Developer agree, understand and acknowledge that this development Agreement is in anticipation of the acquisition of the real property described herein by Developer. Developer understands, acknowledges and agrees that any of the terms, conditions or benefits conferred by this Development Agreement is not intended to be of any benefit to the current owner or any prospective lender or any party that is not a signator of this Agreement. Reliance upon this Agreement by any third party is at risk and the City makes absolutely no representation that the benefits herein are assignable or are for the benefit of any third party without the expressed written approval of the Mayor and Council of the City of South Jordan.

III. Permitted Uses, Vested Rights and Reserved Legislative Powers.

A. Permitted Uses The permitted uses for the Property shall be those uses specifically listed in Sections 17.40.020 (R-3 Zone), 17.48.020 (RM-6 Zone), and 17.70.020 (BH-MU Zone) of the City of South Jordan Zoning Ordinance, a copy of said sections is attached hereto as Exhibit "B" and incorporated herein by this reference. Any changes made to these Sections by the City of South Jordan shall be binding on the Property, except as inconsistent with section VI below.

B. Vested Rights Developer shall have the vested right to develop and construct the Project in accordance with the zoning designations approved by the City pursuant to this Agreement, subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City. Developer agrees to a maximum overall single family residential density limit of not to exceed 3 units per acre in Phase I and 6 units per acre in Phase 2 (Phase I is comprised of the property west of canal; Phase II is comprised of the property between Bangerter and canal; Phase III is comprised of the property on the east side of the Bangerter Highway) The Developer shall not allow mobile homes in the Project. Multi-family, interval ownership/time share units and other similar uses shall be part of the single-family residential dwelling count.

Provided Developer meets the residential density as outlined above, and lot sizes must be as allowed by ordinance. The City and Developer acknowledge that the property west of Bangerter is bisected by a canal. Provided Developer improves or landscapes this area, the land covered by the canal may be used for purposes of determining residential density and open space requirements.

The Developer is responsible for building that portion of 40th west that accesses the residential development from 114th south street north for a distance of approximately 1125 feet to the point where 40th west is partially located on the Kennecott parcel. Once the right of way reaches the Kennecott parcel those who benefit from the road from that point will be responsible for construction of the road and any cost for such construction. Developer will agree to dedicate ½ width of 40th west from the point such street reaches the Kennecott parcel to the northern boundary of Developer's parcel. All curb, gutter, curb walls and sidewalks will be located within said dedicated right of way, and Developer will not be required to dedicate any property for sidewalks or slope easements to be located on the east side of 40th west.

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 with respect to use under the zoning designations as referenced in Section 3.1 above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; 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 Project under the compelling, countervailing public interest exception to the vested rights doctrine.

IV. Term. This Agreement shall be effective as of the date of recordation and shall run with the land and continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised. In the event the obligations hereunder have not been fully satisfied, and upon mutual agreement of the Developer and the City, this agreement may be terminated and upon termination the City at its sole discretion may initiate a rezoning process to rezone the property.

V. City's Obligations

The City assures that should the Zoning be approved as requested and shown on Exhibit "C", to allow the Developer to construct a single-family residential development on Assessor's Parcel Numbers 2720100003 and 2719200003 consistent with the map attached to this Agreement as Appendix "C". that complies with Section VII of this Agreement and with the R-3, RM-6, and BH-MU Sections of the City of South Jordan Zoning Ordinance except as is inconsistent with Section VII below.

The Developer shall not be required to construct or install sidewalk improvements on the west side of 40th West Street. In the event the City determines that sidewalk improvements are to be constructed or installed on the west side of 40th West Street, the City shall require the owner/developer of the property on the west side of 40th West Street to construct or install said side walk.

VI. Developer's Obligations

- A. Developer agrees to use Developer's good faith efforts to create a mixed use development that may include Research and Development Park and Park housing, office and limited retail uses atmosphere on the Parcel zoned "BH-MU". In addition, Developer agrees to provide the City of South Jordan periodic updates relating to the status of its pre-design and design review committee determinations.
- B. Developer agrees to the types of commercial development on the BH-MU Zone Property, as described in Attachment "C", including, but not limited to:
 - 1. Neighborhood Commercial uses as described in Sections 17.56.020 and 17.56.030 of the current zoning ordinance or as amended) in the commercial area immediately surrounding the "Round-a-Bout" on 114th South Street (see Attachment "C").
 - 2. Create a buffer between the residential & other development on the Property and the Lucas Dell residential development to the east as follows:
 - a. Not build a road along the west boundary of the "Lucas Dell" subdivision.
 - b. Create 1/3 acre or larger lots along the west boundary of the "Lucas Dell" and increase the residential density, in a manner approved by the City at the plat approval process, as the development goes to the west towards Bangerter Highway.
- C. Developer agrees to limit the types of residential development on RM-6 Zoned Property as described in Attachment "C", to single family ownership with no apartment buildings.
- D. The Developer agrees and understands that Developer will supply plans and obtain any and all required permits under City, County, State or Federal regulations before commencing any redevelopment or improvements and that the Developer will pay all applicable fees as required.

VII. 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 U.S. Postal Service mail, postage prepaid to:

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

Attention: City Manager

If to Developer: Wade S. Williams
90 South 400 West, Suite 200
Salt Lake City, Utah 84101

or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

B. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service in the manner set forth above.

C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same of any other provision of this Agreement.

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 that its company is fully formed and validly exists under the Laws of the State of Utah, and is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The 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 the property and all persons and entities having a legal or equitable interest to the terms of the Agreement.

F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the parties.

G. Amendment of this Agreement. 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, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Developer's ability to complete the project 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, and the Parties hereby waive any right to object to such 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. Assignment. The rights of the Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to assignment.

N. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

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 day and year first above written:

ATTEST:

By: Anna West
Anna West, City Recorder



CITY OF SOUTH JORDAN
a Utah municipal corporation

By: Ricky A. Horst
Ricky A. Horst, City Manager

APPROVED AS TO FORM:

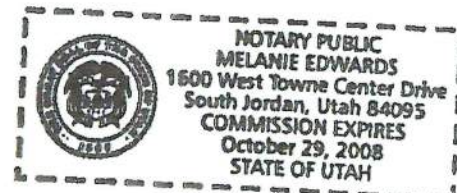
By: John H. Geilmann
John H. Geilmann, City Attorney

STATE OF UTAH)
)ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this 17 day of March 2000, by, on behalf of John H. Geilmann + Ricky A. Horst

Melanie Edwards Notary Public

My Commission Expires: Oct 29, 2008



The Boyer Company, L.C., a Utah Limited
Liability Company

By: [Signature]
Title: Manager

STATE OF UTAH)
)ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this 10th day of
2006, by Damon M. Glenn, on behalf of The Boyer Company, L.C.

Rachael N. Nussulu Notary Public

My Commission Expires: 8-20-07



Exhibit "A"

To be verified by the Developer before execution of the Agreement.

Legal Description:

THE NW 1/4 OF SEC 20, T 3S, R 1W, S L M. LESS CANAL & BANGERTE HWY. 144.05 AC M OR L.

AND

THE SE 1/4 OF NE 1/4 SEC 19 T 3S R 1W S L M. LESS CANAL 38.26 AC

Exhibit "B"

Copies of current Zoning Ordinance sections referred to in Development Agreement.

R-3 Zone

17.40.020: PERMITTED USES:

The following uses may be conducted in the R-3 zone as limited herein:

Home occupations according to city ordinances.

Household pets not exceeding two (2) per species over the age of four (4) months per dwelling.

Residential accessory buildings, the footprints of which do not exceed the footprint area of the dwelling.

Residential accessory uses.

Residential facility for disabled persons as required by state law.

Single-family dwelling, detached, maximum one per lot or parcel. (2003 Code § 17.40.020)

RM-6 Zone

17.48.020: PERMITTED USES:

The following uses may be conducted in the R-M zone as limited herein:

Home occupations according to city ordinances.

Household pets not exceeding two (2) per species over the age of four (4) months per dwelling.

Residential accessory buildings, the footprints of which do not exceed the footprint area of the dwelling.

Residential accessory uses.

Residential facility for disabled or elderly persons as required by state law.

Single-family dwelling, detached, maximum one per lot or parcel. (Ord. 2004-06, 5-18-2004)

BH-MU Zone

17.70.020: PERMITTED USES:

The following uses are permitted in the BH-MU zone:

Auto and equipment parts retailing.
Banks, credit unions, financial institutions.
Beauty, health and fitness centers.
Books, videos, media, photography, copies, art and drafting supplies, office supplies, stationery retail.
Department, discount and food stores.
Furniture, electronics, appliances and home furnishings retailing.
Hardware and home improvement retailing.
Health, beauty and medical products retailing; prescription drugs retailing.
Hobbies and crafts retailing.
Hotels and motels.
Household goods retailing.
Medical, dental, health services.
Miscellaneous retail sales.
Movie theaters, concert halls.
Office uses.
Pharmacy.
Restaurants, eating establishments.
Sewing supplies, apparel, footwear retailing.
Shopping centers and malls.
Sporting goods, toy retailing. (Ord. 2004-05, 5-4-2004)

CN Zone

17.56.020: PERMITTED USES:

The following uses may be conducted in the C-N zone:

Retail sales and services, excluding auto services such as lube, stand alone car wash, tune up, tires, repairs. (2003 Code § 17.56.020)

17.56.030: CONDITIONAL USES:

A conditional use permit may be issued for the following uses in the C-N zone:

Banks, credit unions.
Bed and breakfast inn.

Drive-through establishments such as fast food, financial institution, pharmacy, but excluding auto services such as lube, stand alone car wash, tune up, tires, repairs.

Gas stations/convenience stores.

Office, no larger than three thousand (3,000) square foot building.

Restaurants. (2003 Code § 17.56.030)

Exhibit "C"

Proposed Conceptual Plan

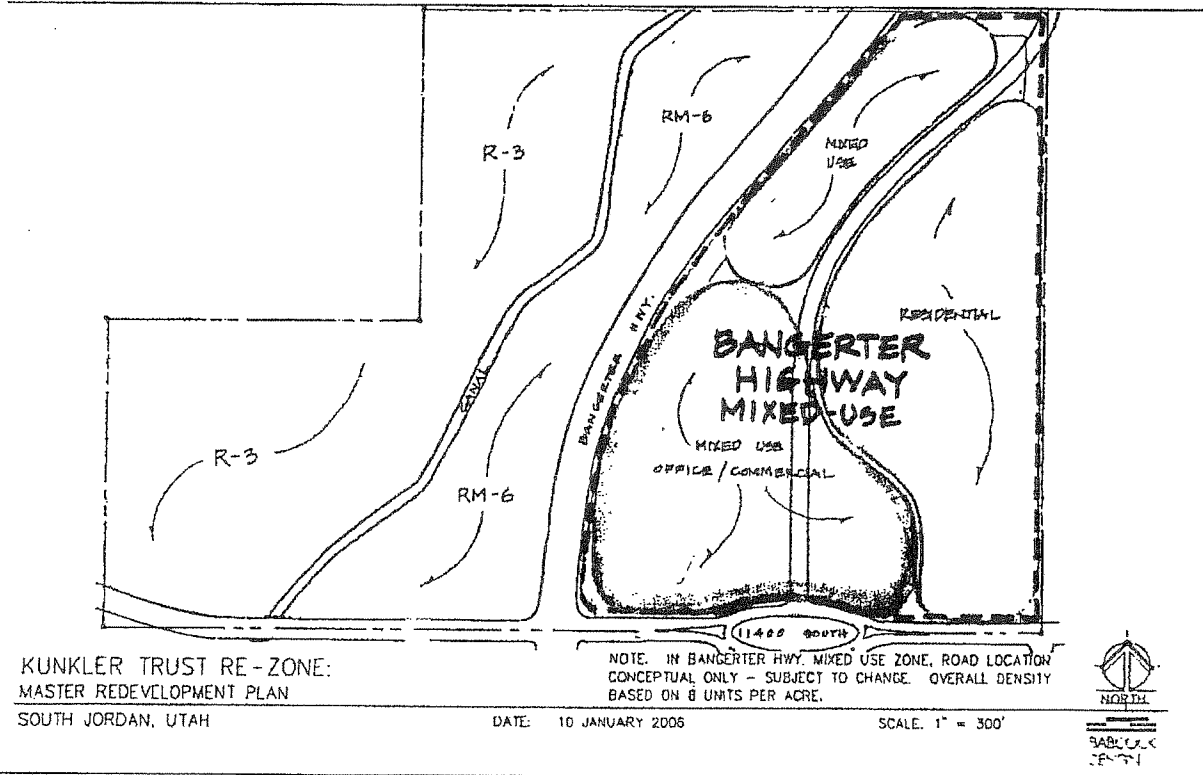


Exhibit D
(to Development Agreement dated February 21, 2006)

BHMU Zone Text Amendments and BHMU Zone Master Development Plan
as adopted by the South Jordan City Council 5/18/10

ORDINANCE NO. 2010.04

**AN ORDINANCE AMENDING SECTION 17.70 OF TITLE 17 OF THE
SOUTH JORDAN MUNICIPAL CODE PERTAINING TO THE BANGERTER
HIGHWAY MIXED USE ZONE (BH-MU)**

WHEREAS, the South Jordan City Council has previously adopted Section 17.70 of the South Jordan City Municipal Code, which determine the uses allowed and regulations for the Bangerter Highway Mixed Use zone; and

WHEREAS, the South Jordan Planning Commission, after holding a public hearing, has reviewed the proposed text amendments to Section 17.70; and

WHEREAS, the City Council has held a public hearing and has reviewed the proposed amendments and considered the recommendation of the Planning Commission regarding the proposed amendment; and

WHEREAS, in accordance with principles of sound municipal planning, the City Staff, the City Planning Commission, and the City Council have taken into account the impact the proposed amendment will or may have on existing or future development projects, and to the extent legally permissible or practical, the City Staff, Planning Commission and Council have taken reasonable steps to ensure that the proposed amendment meets the purposes and objectives of the Planning and Land Use Code; and

WHEREAS, the City Council desires to amend the Development Code as proposed; and

WHEREAS, the City Council has found and determined that the proposed amendments to Section 17.70 of the South Jordan Municipal Code will support the best interests of the City and will promote the public health, safety and welfare.

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

Section 1. Amendment. Chapter 17.70 Title 17, "Planning and Land Use Code", of the South Jordan Municipal Code is hereby amended as follows:

Chapter 17.70

BANGERTER HIGHWAY MIXED USE (BH-MU) ZONE

17.70.010: PURPOSE:

The Bangerter Highway ~~Mmixed Use Zone~~ may be cited as the "BH-MU ~~Z~~zone" and may be established along the east side of Bangerter Highway to provide areas for higher density, mixed use development. Such development will be compatible with a major arterial highway corridor and ~~s~~would discourage low density single-family residential development near the highway.

It is intended that a variety of retail, office, entertainment and residential uses be combined to create a self-contained environment for workers, shoppers, residents and visitors in a pedestrian oriented unified manner while accommodating automobile traffic to regional services dependent upon a major transportation facility.

The BH-MU Zzone will encourage orderly, aesthetically pleasing development and a balance of uses while discouraging strip commercial with its attendant congestion, pollution and visual blight. (Ord. 2007-02, 1-16-2007) **Buildings shall be designed to have architectural and access orientation to the street.**

17.70.020: PERMITTED USES:

The following uses are permitted in the BH-MU Zzone:

Auto and equipment parts retailing.

Banks, credit unions, financial institutions.

Beauty, health and fitness centers.

Books, videos, media, photography, copies, art and drafting supplies, office supplies, stationery retail.

Department, discount and food stores.

Furniture, electronics, appliances and home furnishings retailing.

Hardware and home improvement retailing.

Health, beauty and medical products retailing; prescription drugs retailing.

Hobbies and crafts retailing.

Hotels and motels.

Household goods retailing.

Medical, dental, health services.

Miscellaneous retail sales.

Movie theaters, concert halls.

Office uses.

Outdoor Kiosks.

Pharmacy.

Restaurants, eating establishments.

Sewing supplies, apparel, footwear retailing.

Shopping centers and malls.

Sporting goods, toy retailing. (Ord. 2007-02, 1-16-2007)

17.70.030: CONDITIONAL USES:

A conditional use permit may be issued for the following uses in the BH-MU ~~Z~~zone:

Assisted living centers.

Indoor/underground ~~a~~Automobile sales, new and ancillary used, maximum three (3) acres per business, no closer than four hundred feet (400') from residential development.

~~Automobile sales, used; minimum eight thousand (8,000) square foot building required, maximum three (3) acres per business, no closer than four hundred feet (400') from residential development.~~

Automotive services enclosed within a building, including lube, tune up, automatic wash, inspection, tires, mufflers, minor repairs.

Bed and breakfast inn.

Convention, arena, reception and assembly facilities.

Cultural exhibits and activities.

Daycare center.

Drive-through facilities, **visually buffered**, for allowed uses.

Entertainment, amusement, recreational activities.

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

Fast food.

Gas stations, convenience stores.

Golf courses and ranges.

Hospitals.

Laundry.

Live/Work Units.

Lumber, building material and landscaping retail sales yards.

Nature or zoological exhibits.

Office buildings.

Parks.

Public or quasi-public facilities.

Recreational vehicle and boat sales, new and ancillary used.

Religious activities.

Retail Nurseries, Lawn and Garden Supply Stores

Schools, educational and training activities.

Single-family residential-PUD or condominium **and integrated multi-family residential (projects with more than one housing land use type with 'village' style design, building height and architecture), maximum eight (8) units per acre of the gross acreage of the Master Development Plan. Additional dwelling units exceeding eight (8) units per acre may be approved by the City Council as an amendment to the Master Development Plan (MDP).**

Street vendors.

Upper floor residential ~~condominium~~ combined with commercial and/or office use on the main floor in the same building. (Ord. 2008-19, 11-18-2008)

17.70.040: USE REGULATIONS:

Uses may be conducted in BH-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 BH-MU **Z**ones. Residential uses (not including upper floor residential) in a BH-MU zone may not exceed twenty percent (20%) of the gross land area in the zone. A conditional use permit must be obtained prior to the establishment of a conditional use. Sexually oriented business is prohibited in **the** BH-MU **Z**ones.

- B. All uses in BH-MU **Z**ones shall be conducted within completely enclosed buildings, unless otherwise allowed in this chapter, except **outdoor kiosks, vendor carts, and** those temporary uses customarily conducted in the outdoors, including Christmas tree lots, fireworks stands and parking lot sales associated with an approved use on the property. Parking lot sales may be conducted up to four (4) 1-week periods per year.
- C. Accessory uses **may be conducted and accessory** buildings may be ~~conducted~~ **constructed** in BH-MU **Z**ones only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, parking lots and terraces, properly screened utility and loading areas and other buildings and activities which are incidental and subordinate to the principal permitted or conditional use on the premises.
- D. There shall be no open storage of trash, debris, used, wrecked or neglected materials, equipment or vehicles in BH-MU **Z**ones. No commercial materials, goods or inventory may be stored in open areas in BH-MU **Z**ones, 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 including plants and other landscaping materials 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 BH-MU **Z**ones for longer than seventy two (72) hours unless stored within a completely enclosed building.
- F. No commercial vehicles such as earthmoving or material handling equipment, semi-trucks or trailers or any commercial truck, trailer or vehicle may be stored in the BH-MU **Z**one for longer than seventy two (72) hours, except in conjunction with an approved use, or approved development or construction activities on the property.
- G. Utility trailers and recreational vehicles such as motor homes, travel trailers, watercraft, campers and all-terrain vehicles, may not be stored in any area in BH-MU **Z**ones, except in conjunction with a single-family dwelling. Said trailers and vehicles shall be stored within lawfully constructed buildings or behind the front line of the dwelling, 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 the BH-MU **Z**zone, 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.

H. Home occupations may be licensed in any residence in BH-MU **Z**zones according to provisions of **chapter 17.98** of this title. (Ord. 2007-02, 1-16-2007)

17.70.050: ZONE ESTABLISHMENT:

Each proposed BH-MU **Z**zone shall be contiguous to the Bangerter Highway right of way. Each proposed BH-MU **Z**zone shall be accompanied by a master development plan ("MDP") which specifies land use areas and residential densities **including the total number of residential units**. Retail, office, residential ~~8~~, mixed use (~~containing upper floor residential~~), open space and public/quasi-public land use areas will be shown on the MDP. The MDP shall be adopted as an exhibit to the ordinance establishing the BH-MU **Z**zone in which it is proposed. The MDP shall ~~may be amended~~ **adopted** by the City Council after the establishment of the BH-MU **Z**zone by following standard rezoning procedures of **chapter 17.22** of this title. **The Planning Commission City Council shall review and may approve necessary amendments to the MDP based upon appropriate changes to the land use mix and market conditions.** (Ord. 2007-02, 1-16-2007)

17.70.060: DEVELOPMENT REVIEW:

All uses proposed in **the** BH-MU **Z**zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in **the** BH-MU **Z**zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as allowed under state law. The following procedure shall be used for site plan review of projects in the BH-MU **Z**zone:

A. The developer shall prepare and submit a concept plan as described in section **16.24.030** of this code.

B. The developer shall prepare and submit a design book with the concept plan containing typical renderings of cross sections and plan views of the following:

1. Existing and proposed public street curb, gutter, sidewalk, park strip, landscaping, streetlights and pavement.
2. Yard areas between buildings and public streets, including trees, grass, shrubs, ground cover, signs and screen walls.

3. Parking areas, walkways, driveways, landscaped areas and storm detention/retention areas.

4. Architectural features, including materials and colors, of buildings, freestanding and wall mounted signs and light fixtures, trash enclosures, utility and loading area screen walls, pedestrian furniture and artwork.

5. Other improvements as required by city staff.

C. The city staff shall review the concept plan and design book and provide comments to the developer who will make needed revisions to the documents. Upon final review and approval of city staff, the concept plan and design book for the development will be scheduled on the Planning Commission agenda for a public hearing. **Amendments or changes to the approved design book may be approved by the Planning Commission subsequent to their review and a public hearing to hear comments regarding the proposed amendments or changes.**

D. Upon approval of the concept plan and design book by the Planning Commission, site plans for all or portions of the BH-MU Zone may be prepared according to section **16.24.040** of this code and submitted to city staff for review. City staff may approve, approve with conditions, or deny the site plans for the proposed development.

E. A decision of the city staff regarding site plans in the BH-MU Zone may be appealed according to procedures set forth in section **16.04.370** of this code. (Ord. 2007-02, 1-16-2007)

17.70.070: LOT WIDTH AND FRONTAGE:

No minimum lot width is required in the BH-MU Zone except as established with development approval. Each lot or parcel in BH-MU Zones must front on or have legal access to a public street. (Ord. 2007-02, 1-16-2007)

17.70.080: AREA REQUIREMENTS:

The following area requirements shall apply in the BH-MU zone:

A. Minimum Zone Area: The minimum area of a BH-MU Zone shall be one hundred (100) acres.

B. Minimum Project Area: "Project" shall be defined as any development in BH-MU Zones for which preliminary plat or site plan approval has been proposed or granted. The minimum area of any project in BH-MU Zones shall be one **quarter** acre.

C. Minimum Lot Area: There shall be no minimum lot area in BH-MU Zones, except as established with development approval.

~~D. Maximum Residential Area: Maximum residential use area in BH-MU zones is twenty percent (20%) of the gross land area in the zone. (Ord. 2007-02, 1-16-2007)~~

17.70.090: PRIOR CREATED LOTS:

Nonconforming lots or parcels of land which legally existed or were created by a preliminary or final plat approval prior to the establishment of a BH-MU **Z**zone shall be brought into conformance with the requirements of this chapter prior to **new** development. (Ord. 2007-02, 1-16-2007)

17.70.100: YARD REQUIREMENTS:

Yard requirements in the BH-MU **Z**zone shall be determined with site plan, subdivision and/or condominium review by the **P**lanning **C**ommission. Non-single-family residential buildings shall be separated from single-family residential lot lines by a minimum distance of thirty feet (30'), of which ten feet (10') adjacent to the property line shall be landscaped, ~~unless said uses are contained in the same building.~~ (Ord. 2007-02, 1-16-2007)

17.70.110: PROJECTIONS INTO YARDS:

The following may be erected on or projected into any required yard space in BH-MU zones:

- A. Fences and walls in conformance with city codes and ordinances.
- B. Landscape elements, including trees, shrubs and other plants.
- C. Utility or irrigation equipment or facilities.
- D. **Single family detached residential** ~~D~~decks not more than two feet (2') in height.
- E. **Single family detached residential** ~~E~~cornices, eaves, sills, planter boxes, stairways, landings, porches, decks or similar architectural features attached to the building extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard.
- F. **Single family detached residential** ~~F~~chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building not exceeding eight feet (8') wide and extending not more than two feet (2') into a side yard or four feet (4') into a front or rear yard. (Ord. 2007-02, 1-16-2007)

17.70.120: PARKING AND ACCESS:

Parking areas and access in BH-MU **Z**zones shall meet requirements of **chapter 16.26** of this code. **In order to enhance pedestrian access and walkability, site**

design should focus on orienting buildings to streets and driveways with parking placed to the rear or side of structures.

A reduction in required parking may be granted by the Planning Commission upon recommendation by the Community Development Director and City Engineer, when justification for such can be made. Shared parking and mixed use site plan design shall be considered in determining parking reduction. Strategies for walkable commercial development as suggested by "Envision Utah's Urban Planning For Quality Growth" shall be implemented where appropriate. (Ord. 2007-02, 1-16-2007)

17.70.130: FENCING, SCREENING AND CLEAR VISION:

The following fencing, screening and clear vision requirements shall apply in BH-MU zones:

- A. All mechanical equipment, antennas (where possible), loading and utility areas and trash receptacles shall be screened from view **from a public street** with architectural features or walls consistent with materials used in the associated buildings.
- B. The boundary of a BH-MU **Z**zone which is not in or adjacent to a street and which is adjacent to a single-family residential or agricultural zone shall be fenced with a six foot (6'), decorative precast concrete panel or masonry fence as determined with development approval. Six foot (6') solid vinyl boundary fencing may be allowed in unusual circumstances such as adjacent to property which is master planned for nonresidential uses. A higher fence may be required or allowed by the city in unusual circumstances. A building permit is required for fences and 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 with development approval.
- C. No wall, fence or screening material shall be erected between a street and a front or street side building line in BH-MU **Z**zones, except for **single family residential developments, and** as required in subsection A of this section.
- D. Landscape materials, except for mature trees which are pruned at least seven feet (7') above the ground, and fences shall not exceed two feet (2') in height within a ten foot (10') triangular area formed by the edge of a driveway and a street right of way line or within a thirty foot (30') triangular area formed by the right of way lines of intersecting streets. (Ord. 2007-02, 1-16-2007)

17.70.140: ARCHITECTURAL STANDARDS:

The following architectural standards are required in BH-MU **Z**zones:

- A. Architectural drawings and elevations, exterior materials and colors of all buildings shall be submitted in conjunction with development review. An architectural theme governing the project shall be submitted for review.
- B. All building materials shall be high quality, durable and low maintenance.
- C. **Building materials for structures**, Single-family residential and townhome dwellings, **including garages**, shall ~~use~~ be constructed with brick, or stone, or cement fiber products (i.e. Hardie Board) in combinations that create aesthetically pleasing architecture. Stucco products, if used, shall clearly be used in minimal amounts and as a contrast or accent to other building materials, i.e. gables. Both vertical and horizontal elements should be used, as appropriate, to enrich and give a variety to the architectural theme. Individual buildings shall have enough architectural variation to be recognizable as separately recognizable structures. ~~in the minimum amount of three feet (3') times (x) the perimeter of the foundation (including garage);~~
- D. **Except for flat or shed-style roofed structures approved by the Planning Commission through design book review**, a minimum ~~six~~ eight to twelve (68:12) roof pitch **shall be required** and a minimum two (2) car garage (minimum ~~202~~ feet by ~~202~~ feet, or the square footage ~~approximate approved equivalent for~~ tandem parking approved by the Planning Commission in conjunction with a site plan, subdivision plat or condominium map for the development.
- ED. Exterior walls of buildings, in excess of sixty feet (60') in length, shall have relief features at least four inches (4") deep at planned intervals. All sides of buildings shall receive design consideration.
- FE. Signs shall meet requirements of **chapter 16.36** of this code and shall be constructed of materials which complement the buildings which they identify.
- GF. Maximum building height in BH-MU zones shall be four (4) stories, **unless otherwise approved by the City Council**, except that the maximum height shall be two (2) stories within four hundred feet (400') of any single-family residential zone.
- HG. The exteriors of buildings in the BH-MU Zzone shall be properly maintained by the owners. (Ord. 2007-02, 1-16-2007)
- I. **Architectural design and site layout shall be compliant with the basic principles of C.P.T.E.D. (Crime Prevention Through Environmental Design), i.e. natural surveillance, natural access control, territoriality, and maintenance.**

17.70.150: LANDSCAPING:

The following landscaping requirements and standards shall apply in the BH-MU Zzone:

- A. The front, side and rear yards of lots in BH-MU Zzones shall be landscaped and properly maintained with grass, trees and other plant **and/or permeable landscape** material.
- B. All areas of lots in BH-MU Zzones not approved for parking, buildings or other hard surfacing shall be landscaped and properly maintained with **ground covers that may include turfgrass**, deciduous and evergreen trees and other plant **and/or permeable landscape material (including properly designed xeriscape)**, approved in conjunction with a site plan, plat or record of survey map for the development. **Drought resistant plant materials are encouraged.**
- C. A minimum of one tree per five hundred (500) square feet, or part thereof, of required landscaped yard areas is required in BH-MU Zzones in addition to other trees required in this section. A minimum of thirty percent (30%) of required yard area trees shall be minimum seven foot (7') evergreens. Deciduous trees shall be minimum two inch (2") caliper. Deciduous and evergreen trees required in this section shall be dispersed throughout the required yard areas on the site.
- D. ~~All collector street and other public and private~~ **P**ark strips (**planting area between streets/driveways and sidewalks**) **are required** in BH-MU Zzones and shall be improved **with street trees with appropriate ground covers** and maintained by the adjoining owners according to specifications adopted by the city unless otherwise allowed with development approval. **Park strips shall be of sufficient width to accommodate the root zone of the approved street tree species, i.e. at least five feet (5') for ornamental trees.**
- E. Trees may not be topped nor may any landscape material be removed in BH-MU Zzones without city approval. Any dead plant material shall be replaced in accordance with the requirements of this chapter and the conditions of site plan, plat or map approval.
- F. The following landscaping requirements shall apply in parking areas in BH-MU Zzones:
 - 1. 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.
 - 2. 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 **only if parking is adjacent to a covered sidewalk.**

3. All landscaped areas adjacent to parking areas shall be curbed.

- G. A minimum twenty foot (20') wide landscaped **planting area** ~~planter~~ shall be required along the Bangerter Highway right of way on lots and parcels in the BH-MU zone which adjoin the highway right of way. This area may be counted toward any minimum yard area that would otherwise be required adjacent to the highway right of way. These areas shall be planted with trees and other plant/**landscape** materials approved with the development.
- H. 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 and perpetually preserved may be counted toward required yard space for the development. If approved by the city engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without written approval of any entity or agency having jurisdiction over said waterways.
- I. All required landscaping in BH-MU **Z**zones, shall be installed (or escrowed due to season) prior to occupancy.
- J. All landscaped areas, including adjoining public right of way areas, shall be properly irrigated and maintained by the owners. (Ord. 2007-02, 1-16-2007)

17.70.160: LIGHTING:

The following lighting requirements shall apply in BH-MU **Z**zones:

- A. A lighting plan shall be submitted with all new developments in BH-MU **Z**zones. Site lighting shall not exceed forty feet (40') in height. Site and street lighting shall not exceed twenty feet (20') in height within three hundred feet (300') of any single-family residential zone or in public park strips.
- B. Lighting for commercial uses which is within three hundred feet (300') of residential lots shall be shielded to prevent glare on said residential lots.
- C. All lighting fixtures shall **evoke a 'village' feel to the development and** be architectural grade consistent with the architectural theme of the **project** development. Lighting fixture detail will be submitted for approval with the development. (Ord. 2007-02, 1-16-2007)

17.70.170: OTHER REQUIREMENTS:

The following provisions shall apply in BH-MU **Z**zones:

- A. Private Covenants: The developer of a condominium project or PUD in a BH-MU **Z**zone shall submit a proposed declaration of covenants to the city attorney for

review, including an opinion of legal counsel licensed to practice law in the state that the condominium meets requirements of state law, and record the covenants with the condominium map or subdivision plat for the project.

- B. Grading and Drainage: All developments in BH-MU Zones shall be graded according to the city engineering and building requirements to provide adequate drainage on and off the property. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
- C. Easements: Buildings may not be located within public easements without written approval from the affected parties.
- D. Maintenance: All developments shall be properly maintained by the owners.
- E. Phasing Plan: A project phasing plan shall be submitted for review at the time of preliminary plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the city. (Ord. 2007-02, 1-16-2007)

Section 2. Amendment. The development plan included as Exhibit A to this Ordinance is hereby adopted as the amended and revised Master Development Plan ("MDP") for the BH-MU Zone.

Section 3. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, STATE OF UTAH, ON THIS 18th DAY OF May, 2010 BY THE FOLLOWING VOTE.

	YES	NO	ABSTAIN	ABSENT
Brian Butters	<u>X</u>	___	___	___
Kathie L. Johnson	<u>X</u>	___	___	___
Larry Short	<u>X</u>	___	___	___
Aleta A. Taylor	<u>X</u>	___	___	___
Leona Winger	<u>X</u>	___	___	___

ATTEST: Anna M. West
Anna M. West, City Recorder



W. Kent Money
W. Kent Money Mayor

Exhibit A

[to Ordinance 2010.04 *AN ORDINANCE AMENDING SECTION 17.70 OF TITLE 17 OF THE SOUTH JORDAN MUNICIPAL CODE PERTAINING TO THE BANGERTER HIGHWAY MIXED USE ZONE (BHMU)* passed and adopted by the South Jordan City Council, May 18, 2010]

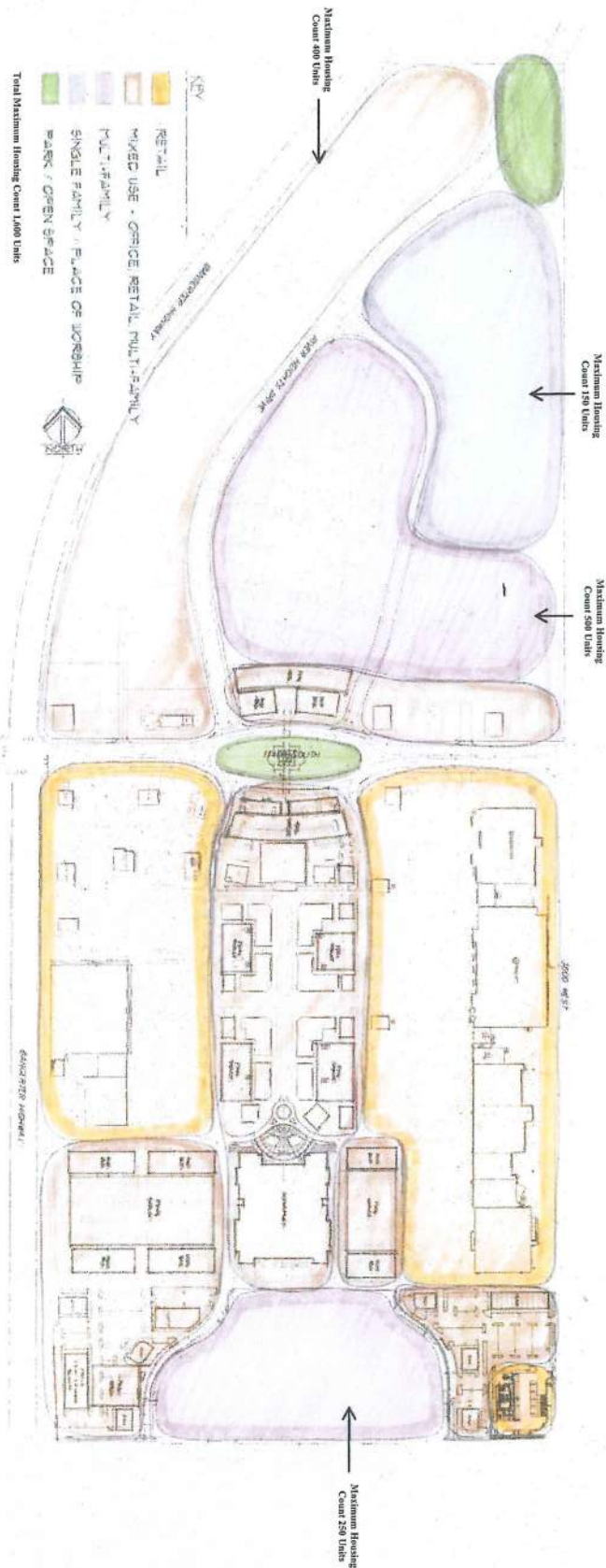
BH-MU Master Development Plan (4 Pages)

EXHIBIT A

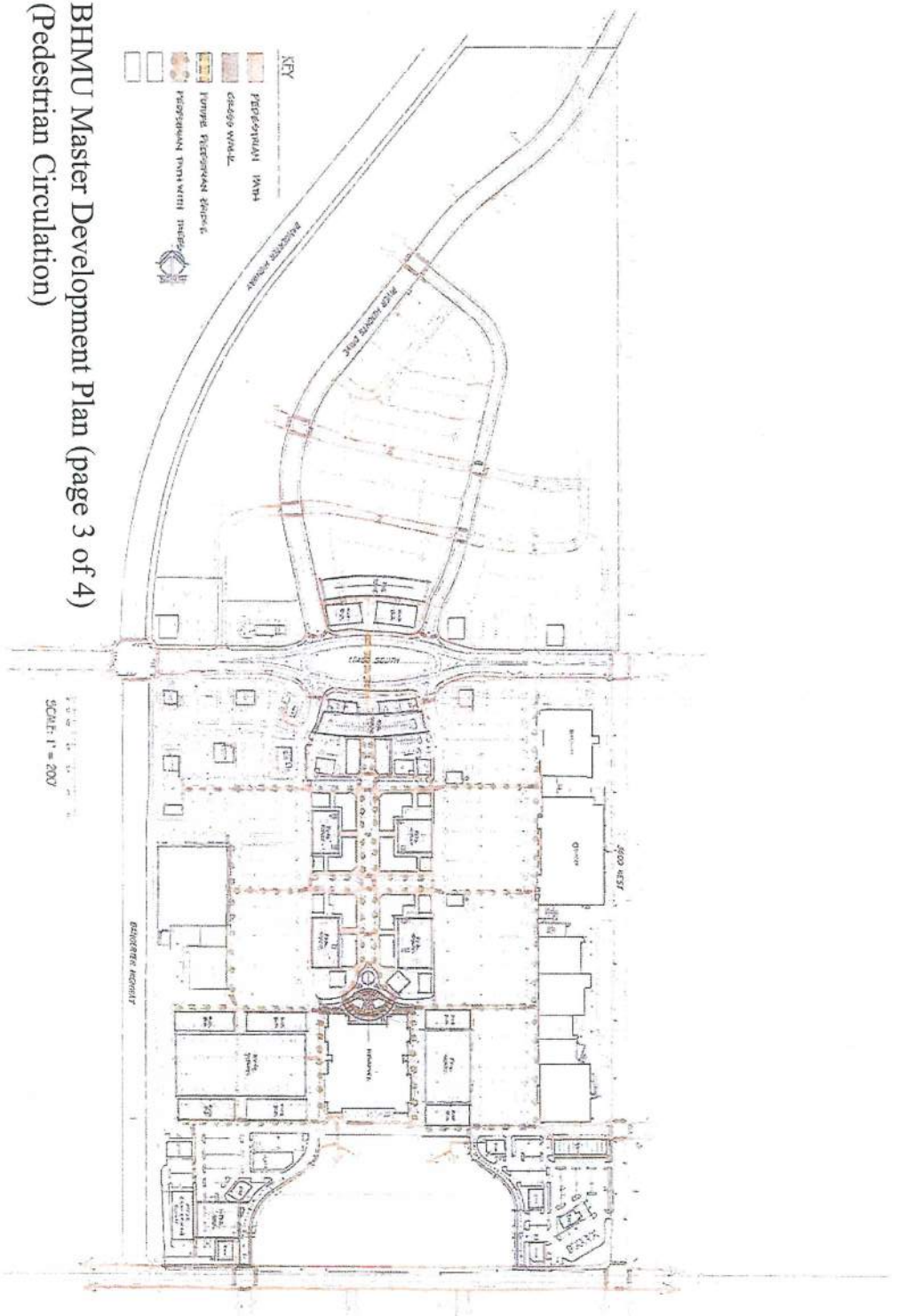
BH-MU Zone Master Development Plan (4 Pages)

Adopted 18 May 2010

BH-MU Master Development Plan (page 1 of 4) (Land Use Plan)



BHMU Master Development Plan (page 3 of 4) (Pedestrian Circulation)



BHMU Master Development Plan (page 4 of 4) (Maximum Build Out Plan)

SCALE: 1" = 200'

