

Memo

TO: City Council
CC: Jared Francis, Senior Engineer
FROM: David Mann, Long Range Planning Analyst
SUBJECT: Hidden Village B Development Agreement Amendment

DATE: 1/16/2024

A development agreement between the City and Ryan Holt was approved and recorded in July of 2021. The agreement outlines the additional requirements for the residential development of 1.58 acres for small lot single family houses similar in design to the adjacent Hidden Village subdivision. Ryan Holt has since sold the property to a development group that will complete the construction of the infrastructure and buildings.

David George, the applicant and general contractor for the project, wishes to amend the agreement as it pertains to the minimum side yard setback. Staff patterned the approved development agreement for this subdivision after the original development agreement for the first phase of Hidden Village, which included a seven foot side yard setback. During the building permit review for the initial lot to be developed, the Applicant brought to Staff's attention that many of the houses in the original subdivision were built with five foot side yard setbacks and they would like to do the same for this project. Staff researched the discrepancy and discovered that two amendments to the development agreement for the original subdivision had been approved and one of the amendments included a reduction in the side yard setback from seven feet to five feet.

Attached to this memorandum are aerial and zoning maps of the project area, the Hidden Village B subdivision plat, the amended development agreement for the original Hidden Village subdivision, Resolution R2024-04, and the proposed development agreement amendment.

Staff Recommendation (Motion Ready): I move that the City Council approve application PLZBA202300215 to allow for the proposed development agreement amendment.

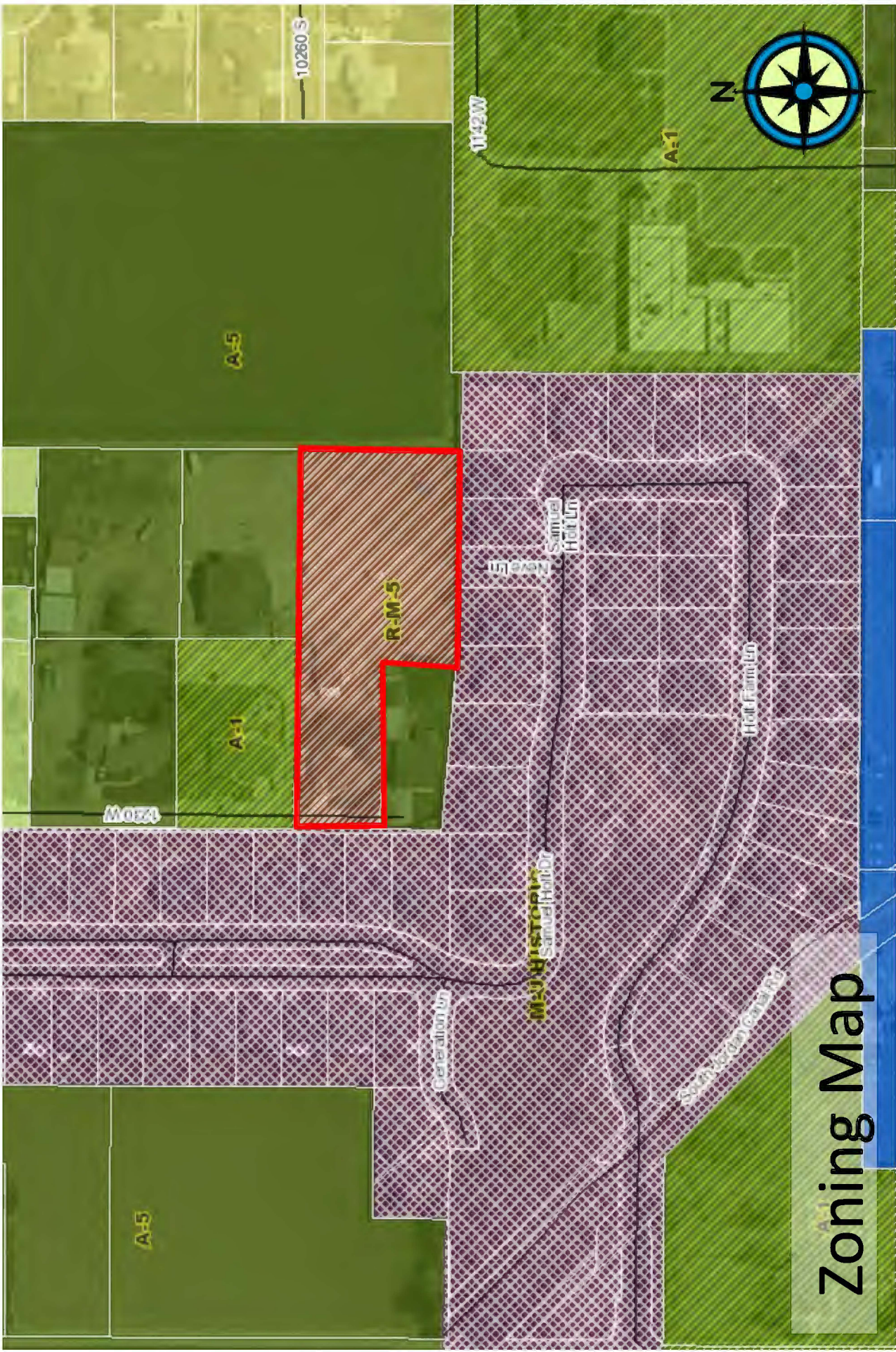
Department Approval:

Steven Schaefermeyer
Steven Schaefermeyer (Jan 9, 2024 16:10 MST)

Steven Schaefermeyer
Director of Planning



Location Map



Zoning Map

RESOLUTION R2012.26

**A RESOLUTION OF THE CITY OF SOUTH JORDAN CITY COUNCIL
AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT FOR THE HIDDEN VILLAGE
HISTORIC P.U.D**

WHEREAS, the South Jordan City Council authorized the signature of the Development Agreement for the Hidden Village Historic P.U.D. which was executed September 6, 2011; and

WHEREAS, the Developer has requested that the City Council authorize the signature of the First Amendment to the Hidden Village Historic P.U.D. as described in Exhibit A; and

WHEREAS, in accordance with law, public hearings have been held by the City Council in the City of South Jordan to present the First Amendment to Development Agreement for the Hidden Village Historic P.U.D. in which the City Council had the opportunity to receive comments from the public, which comments were considered by the City Council; and

WHEREAS, in accordance with principles of sound municipal planning, the City Staff, the City Council have taken into account the impact the proposed First Amendment to Development Agreement will or may have on existing adjacent development projects, and to the extent legally permissible or practical, the City Staff, and Council have taken reasonable steps to ensure that the proposed First Amendment to Development Agreement is in harmony with density, permitted uses, and other components of existing adjacent development project entitlements; and

WHEREAS, to promote the orderly growth of the City of South Jordan, to preserve property values, and to promote the public health, safety and general welfare of the residents of South Jordan City, the City Council desires to authorize the signature of the First Amendment to Development Agreement for the Hidden Village Historic P.U.D. as proposed within Exhibit A on property, generally located at 10317 S. 1300 W.

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

Section 1. Amendment and Adoption. The South Jordan City Council hereby adopts the proposed First Amendment to Development Agreement for the Hidden Village Historic P.U.D. as found in Exhibit "A" attached:

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

Section 3. Effective Date. This resolution will be effective immediately upon passage.

11428317
07/12/2012 09:33 AM #257.00
Book - 10035 Pg - 808-899
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: EAP, DEPUTY - WI 92 P.


APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, STATE OF UTAH,
ON THIS 15 DAY OF May, 2012, BY THE FOLLOWING VOTE:

YES NO ABSTAIN ABSENT

Mark Seethaler
Chuck Newton
Brian C. Butters
Steve Barnes
Larry Short

X
X
X
X
X

Mayor:


Scott L. Osborne, Mayor

ATTEST:


Anna M. West
City Recorder



Approved as to form:


Assistant City Attorney

EXHIBIT A

FIRST AMENDMENT

(Hidden Village Historic P.U.D. A
Development Agreement,
First Amendment)

TO

DEVELOPMENT AGREEMENT

The City of South Jordan, a Utah municipal corporation (the "City"), and HIDDEN VILLAGE HOLDINGS, LLC, a Utah limited liability company ("Developer"), enter into this First Amendment to Development Agreement as of the 12 day of July, 2012 (the "First Amendment").

WHEREAS, the Developer and the City, entered into a Development Agreement dated as of September 6, 2011 (the "Agreement");

WHEREAS, the Developer and the City each desire to clarify and/or amend certain provisions of the Agreement;

NOW THEREFORE, in consideration of the commitments contained herein and other good and valuable consideration, the receipt, sufficiency and delivery of which are hereby acknowledged, the Developer and the City (sometimes referred to together as the "parties") hereby agree to amend the Agreement as follows:

1. The preamble shall be amended to remove "Arbor Gardner LLC" and to add "Castlewood Development, LLC, a Utah limited liability company and Hidden Village Holdings, LLC, a Utah limited liability company (together known as the "Developer.""
2. The following text shall be added to the Development Agreement Recitals, Paragraph G "and amendments to the Development Agreement approved in the Minutes of the City Council meeting and are attached as Exhibit S."
3. The following text shall be added to the Development Agreement Recitals as Paragraph I: "This Development Agreement has been assigned pursuant to the terms of Section 14 of the Development Agreement wherein the Developer provided notice to the City through the recordation of a Special Warranty Deed recorded by the Salt Lake County Recorder Book # 9995 Pg # 6189-6190."
4. As indicated in Section II.C.4, Setbacks of the Development Agreement, the setback requirements for each lot shall be modified indicating the following:
 - a. Side yard setbacks shall be 5 feet
 - b. Corner lot street side setback shall be 15 feet.
 - c. Front yard setback shall be 15' to porch or living space, 18' to front of garage door. (Not applicable to lot25).

- d. Collector Street Side yard setbacks are not applicable to this site and shall be deleted from the Development Agreement.
 - e. Setbacks for lots 13 & 14 are per exhibit H-1. Setbacks for lot 25 shall match the as-built condition of the existing home on this lot.
5. Section II.C.15. Agreement for Project Improvements shall also indicate Pursuant to Exhibit R there are no City bonding requirements for this project.
6. Section II.C.16. Impact Fees shall be amended in its entirety to read: "Impact fees shall be assessed to developer pursuant to City Code.
7. Section II.D.3 City Obligations, strike through 24' of asphalt width and replace with 22' of asphalt width.
8. Section II.G.1. General Provisions, shall be amended to include the following name and address as proper contract for Notice to the Developer:


ATTN: Ryan Peterson
Hidden Village Holdings, LLC
299 South Main, Suite 2400
Salt Lake City, UT 84111
Telephone: 801.961.1117
Facsimile: 801.961.1021
Email: rpeterson@netwasatch.com

9. The following revised Exhibits shall be replace in the Development Agreement:
- a. Exhibit B shall be replaced with Exhibit B-1 revised 04/30/2012, Aerial Photograph.
 - b. Exhibit C shall be replaced with Exhibit C-1 revised 03/16/2012, Site Plan showing revised ROW.
 - c. Exhibit G shall be replaced with Exhibit G-1 revised 04/30/2012, Hidden Village Site Summary.
 - d. Exhibit H shall be replaced with Exhibit H-1 revised 05/08/2012, Typical Setbacks.
 - e. Exhibit I shall be replaced with Exhibit I-1 revised 04/30/2012, Illustrative plan showing typical landscaping...
 - f. Exhibit J shall be replaced with Exhibit J-1 revised 04/30/2012, Elevations, Floor Plans, Streetscape. The original home plan A has been removed. New home plans A, F, and G have been added to the approved plans. Home plans B, C, D, and E remain the same as per the original development agreement.

10. The following new Exhibits shall be added to the Development Agreement:
 - a. Exhibit R - South Jordan City letter dated January 12, 2012 regarding City Bonding.
 - b. Exhibit S - Minutes from City Council meeting held on 15th day of May, 2012 approving the First Amendment to the Development Agreement.
11. Capitalized terms not defined in the First Amendment shall have the definitions provided in the Agreement.
12. To the extent there are any conflicts between the Agreement and the First Amendment, the provisions of the First Amendment shall control.
13. The Agreement, as modified by the First Amendment, is hereby ratified and confirmed and all references to the Development Agreement shall mean the Development Agreement as modified by the First Amendment. The Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter hereof, and shall supersede and merge all prior and contemporaneous written or oral representations, agreements, communications, undertakings and understandings between the City and the Developer.

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

By: Scott L. Osborne
Name: Scott L. Osborne
Its: Mayor

 **NOTARY PUBLIC**
ANNA M. WEST
Commission No. 876383
Commission Expires
OCTOBER 9, 2012
STATE OF UTAH

By: 
Name: Ryan Peterson
Its: Manager

 **NOTARY PUBLIC**
ANNA M. WEST
Commission No. 676383
Commission Expires
OCTOBER 9, 2012
STATE OF UTAH

4

REVISED 4/30/2012

Hidden Village Historic, P.U.D. A Amended

15-24, 33-37, 41-48, and Parcel F of Hidden Village
 1/4 of Section 14 & Southwest 1/4 of Section 11
 Township 3 South, Range 1 West, Salt Lake Base and Meridian
 South Jordan City, Salt Lake County, Utah

- Legend**
- Parcel Boundary
 - Right-of-Way
 - City Improvement
 - Private Street
 - Storm Water Basin
 - Historic Monument Marker

City Parcels

To South Jordan City

- Parcel A - 5,924 sf
- Parcel B - 100,714 sf
- Parcel C - 2,057 sf
- Parcel D - 12,271 sf

HOA Parcels

To HOA (Common Area)

- Parcel E - 11,708 sf
- Parcel F - 5,429 sf
- Parcel G - 8,730 sf
- Parcel H - 5,044 sf
- Parcel I - 2,176 sf
- Parcel J - 2,721 sf
- Parcel K - 131,201 sf (Private Streets)

Key Notes

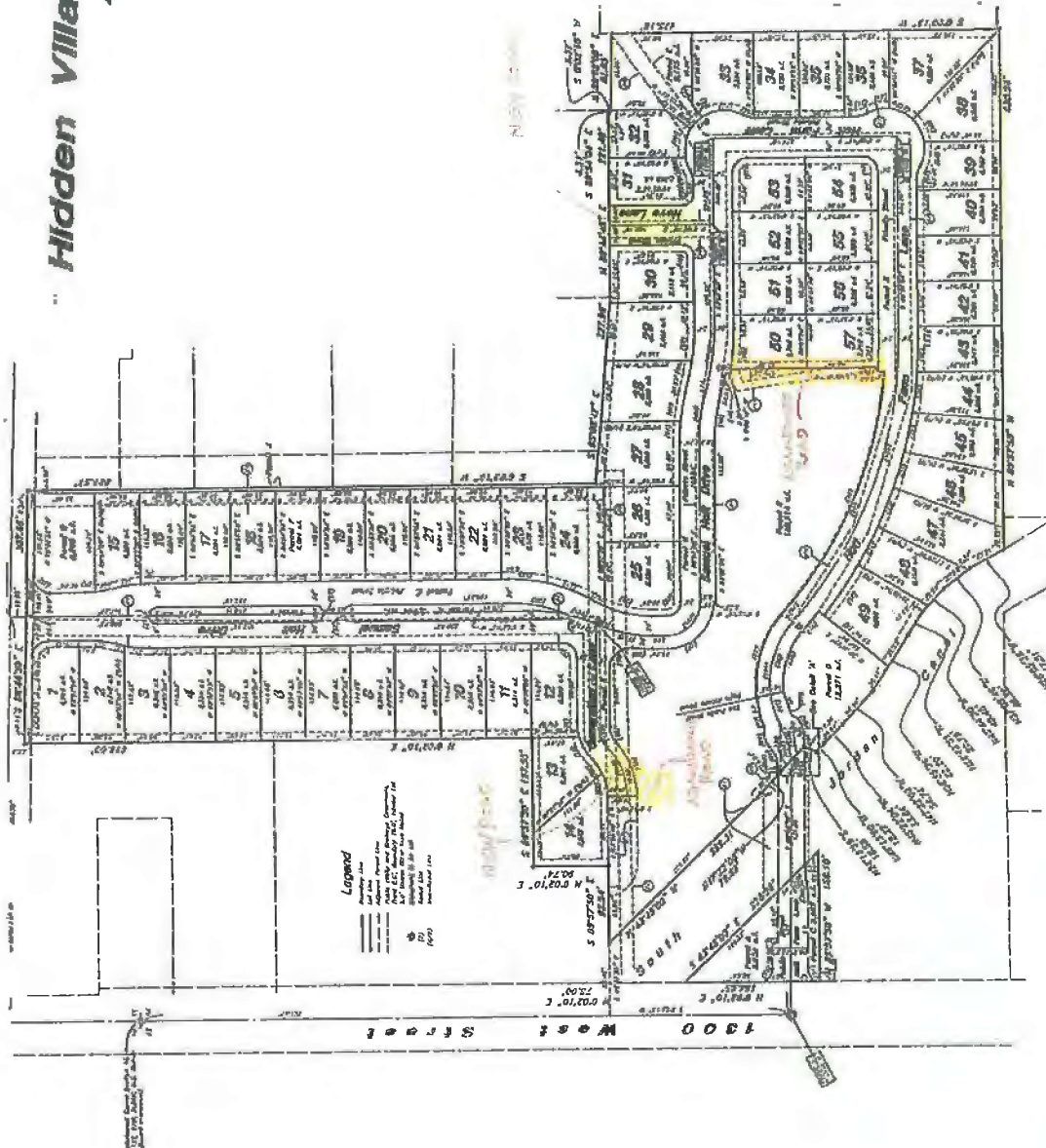
- Mabey Lane right-of-way dedication
- Mabey Lane right-of-way
- City Improvements
- Public Street Dedication
- Private Street Right-of-way (Parcel K)
- Additional Park Property
- Storm Water Basin
- Historic Monument Marker

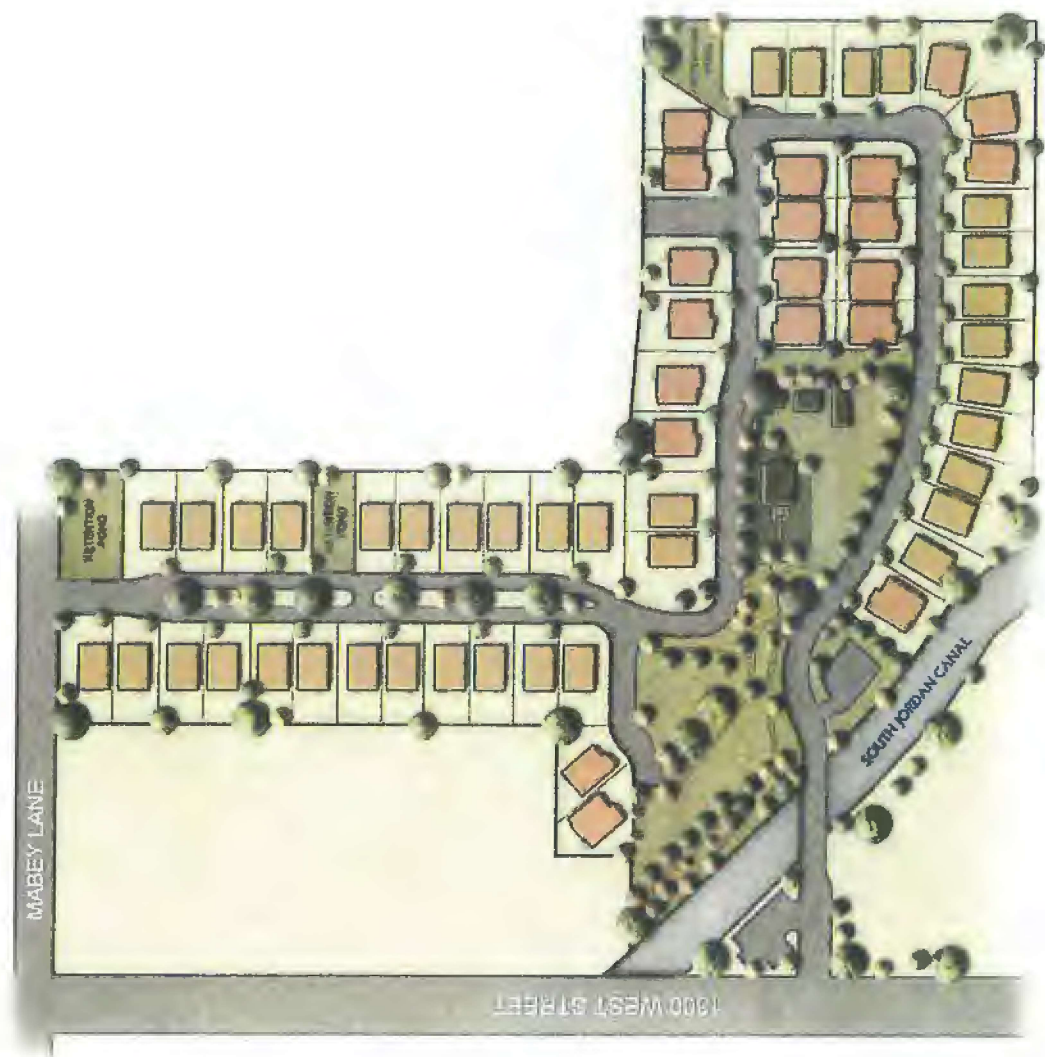


DAVID E. BARNES ENGINEERING - SOUTH
 JORDAN, UTAH 84068
 3131 SOUTH JORDAN BLVD. SUITE 100
 SALT LAKE CITY, UT 84115
 801.488.1111
 www.davidbarnes.com

EXHIBIT C-1
revised 03/16/2012

Hidden Village Historic, P.U.D. A
Amended



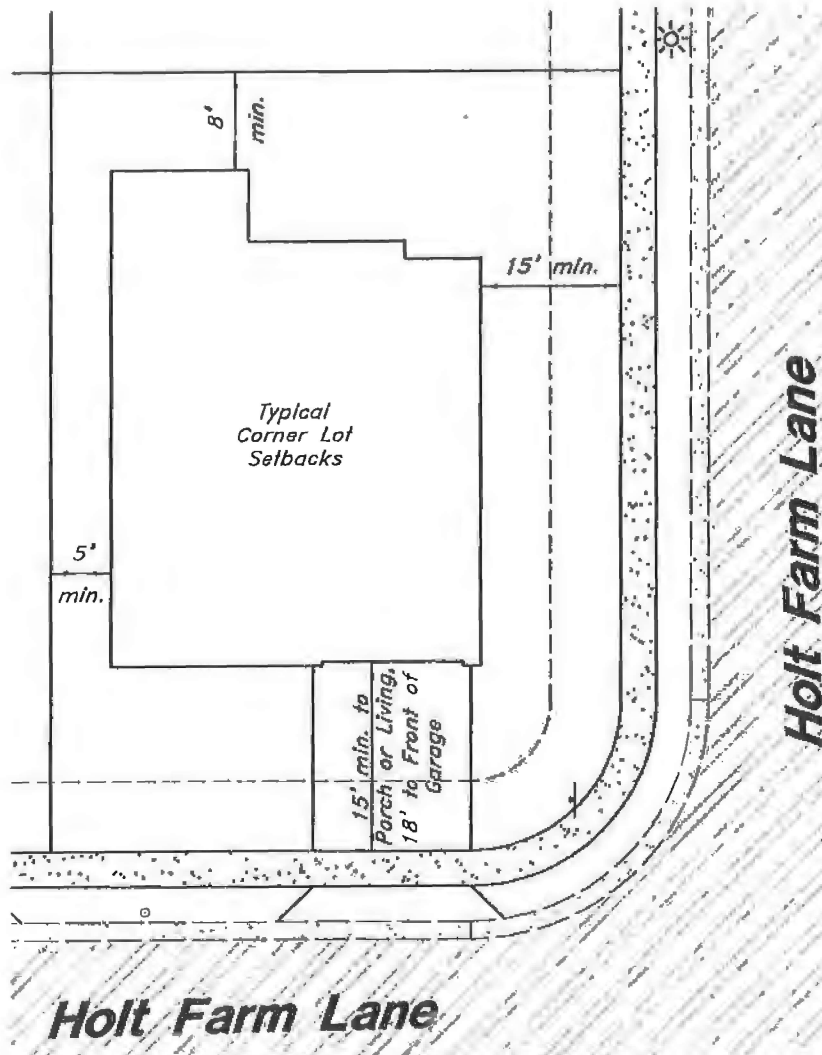


HIDDEN VILLAGE HISTORIC, PUD

Setbacks

Site Setbacks

Front Yard: 15 ft. to Porch or Living Space
 18 ft. to Front of Garage
 Side Yard: 5 ft.
 Rear Yard: 8 ft.
 Corner Lot
 Side Street: 15 ft.

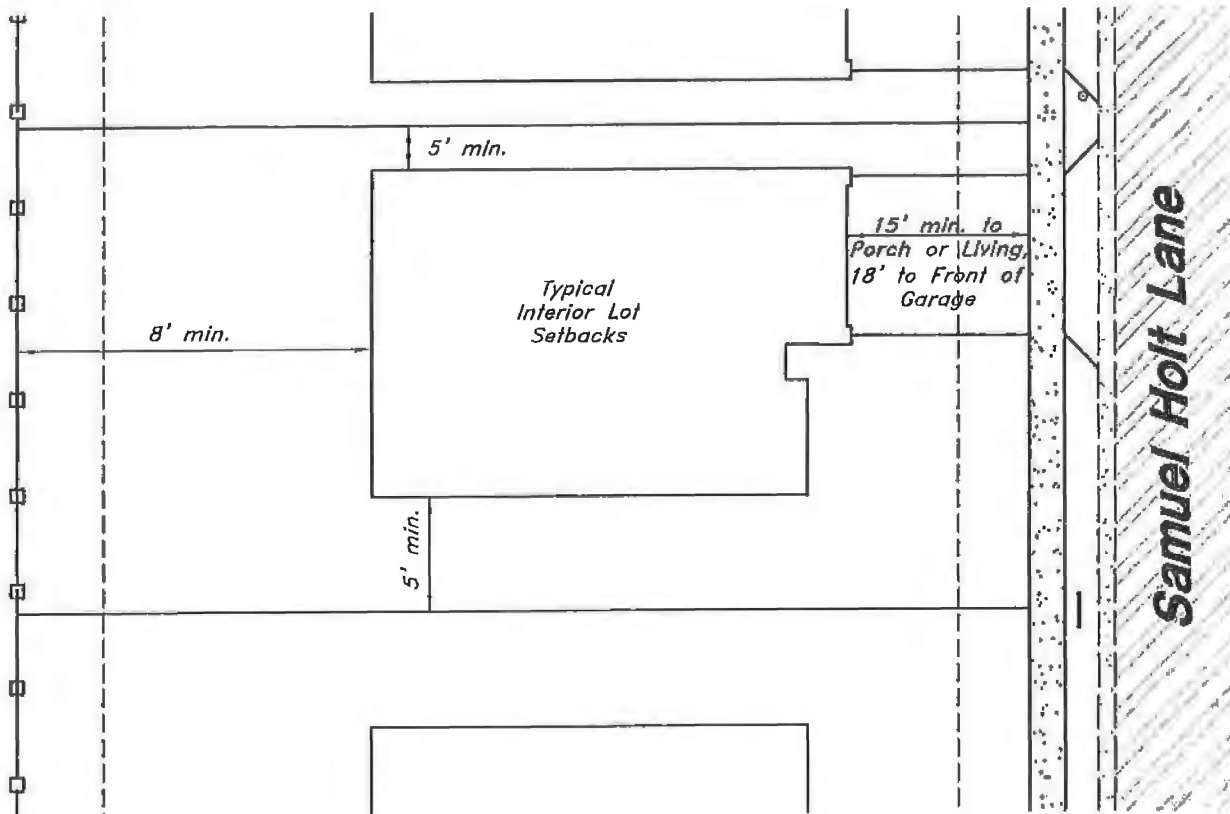


* Measurements are from
 Property Line to Face of
 Building Foundation

Setbacks

Site Setbacks

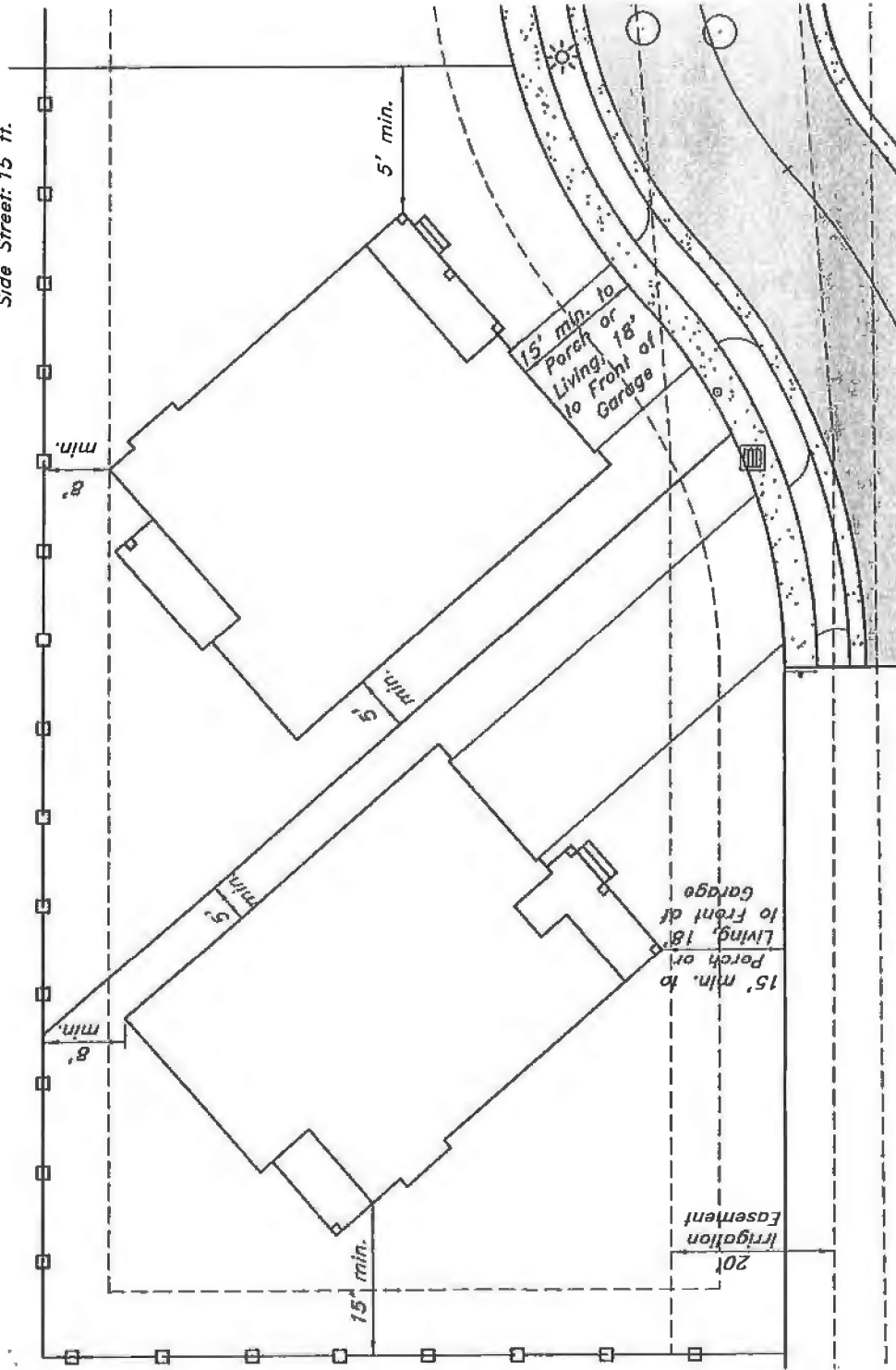
*Front Yard: 15 ft. to Porch or Living Space
18 ft. to Front of Garage
Side Yard: 5 ft.
Rear Yard: 8 ft.
Corner Lot
Side Street: 15 ft.*



* Measurements are from
Property Line to Face of
Building Foundation

Lot #13 & #14 **Setbacks**

Site Setbacks
 Front Yard: 15 ft. to Porch or Living Space
 18 ft. to Front of Garage
 Side Yard: 5 ft.
 Rear Yard: 8 ft.
 Corner Lot
 Side Street: 15 ft.



* Measurements are from
 Property Line to Face of
 Building Foundation

RESOLUTION R2024 - 04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO A DEVELOPMENT AGREEMENT, DATED JULY 20, 2021, PERTAINING TO PARCEL NO. 27-14-102-016-000.

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (the “City”) and is authorized to enter into development agreements that it considers are necessary and appropriate for the use and development of land within the City; and

WHEREAS, on or about July 20, 2021, the City entered into a development agreement with Ryan Holt (the “Development Agreement”); and

WHEREAS, A Better Quality Home, LLC, a Utah limited company (the “Developer”) has purchased the project and the affected property from Ryan Holt and the Developer is thereby the legal successor in interest to all rights and obligations for the Development Agreement; and

WHEREAS, the City and the Developer desire to amend the Development Agreement by changing the minimum side yard setback from 7 feet to 5 feet to make this requirement consistent with the side yard requirements of the adjoining historic Hidden Village Subdivision; and

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2024 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Gregory Simonsen
Gregory Simonsen (Jan 9, 2024 16:32 MST)
Office of the City Attorney

EXHIBIT 1

(First Amendment to Development Agreement)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THE CITY OF SOUTH JORDAN, a Utah municipal corporation (the "City") and A BETTER QUALITY HOME, LLC, a Utah limited company (the "Developer") enter into this FIRST AMENDMENT TO DEVELOPMENT AGREEMENT this ____ day of _____, 2024 (the "First Amendment").

WHEREAS, on or about July 20, 2021, the City and Mr. Ryan Holt entered into a Development Agreement affecting Parcel No: 27-14-102-016-0000, a true and correct copy of which is attached hereto as **Exhibit A** (the "Development Agreement"); and

WHEREAS, Mr. Holt subsequently sold the project, including the affected property to the Developer and the Developer became the successor in interest to all the rights and obligations of the Development Agreement; and

WHEREAS, the Development Agreement in paragraph D. 5 provides that homes built pursuant to the terms of the Development Agreement shall have a minimum side yard setback of 7 feet; and

WHEREAS, the Developer and the City each desire to amend the side yard setback from 7 feet to 5 feet to make this requirement consistent with the side yard requirements of the adjoining historic Hidden Village Subdivision:

NOW THEREFORE, the City and the Developer agree to the following amendment:

1. Paragraph D. 5 of the Development Agreement is hereby amended from its current content to read "Side Setback, 5ft."
2. All other terms of the Development Agreement shall remain unchanged.
3. The City and Developer acknowledge that Developer has purchased the project and the affected property from Ryan Holt and Developer is thereby the legal successor in interest to all rights and obligations of the Development Agreement.
4. To the extent there are any conflicts between the Amendment and the Development Agreement the terms of the Amendment shall control.

IN WITNESS WHEREOF, the City and Developer have executed this Amendment as of the effective date set forth above.

[SIGNATURE PAGE FOLLOWS]

**CITY OF SOUTH JORDAN,
a Utah Municipal Corporation**

By: _____
Dawn R. Ramsey, Mayor

Date: _____

State of Utah)
 : ss
County of Salt Lake)

APPROVED AS TO FORM:

Gregory Simonson
Gregory Simonson (Jan 9, 2024 16:32 MST)
Attorney for the City

On this _____ day of _____, 20_____, personally appeared before me Dawn R. Ramsey, who is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the Mayor of the City of South Jordan, a Utah municipal corporation, and that said instrument was signed by her on behalf of the City of South Jordan by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and she acknowledged to me that said municipal corporation executed the same. Witness my hand and official seal.

Notary Public

**A BETTER QUALITY HOME, LLC,
a Utah limited company.**

By: _____
David George

Title: _____

Date: _____

State of Utah)
 : ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by David George, the _____ of A Better Quality Home, LLC, a Utah Limited Company, on behalf of the company. Witness my hand and official seal.

Notary Public

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THE CITY OF SOUTH JORDAN, a Utah municipal corporation (the “City”) and A BETTER QUALITY HOME, LLC, a Utah limited company (the “Developer”) enter into this FIRST AMENDMENT TO DEVELOPMENT AGREEMENT this ____ day of _____, 2024 (the “First Amendment”).

WHEREAS, on or about July 20, 2021, the City and Mr. Ryan Holt entered into a Development Agreement affecting Parcel No: 27-14-102-016-0000, a true and correct copy of which is attached hereto as **Exhibit A** (the “Development Agreement”); and

WHEREAS, Mr. Holt subsequently sold the project, including the affected property to the Developer and the Developer became the successor in interest to all the rights and obligations of the Development Agreement; and

WHEREAS, the Development Agreement in paragraph D. 5 provides that homes built pursuant to the terms of the Development Agreement shall have a minimum side yard setback of 7 feet; and

WHEREAS, the Developer and the City each desire to amend the side yard setback from 7 feet to 5 feet to make this requirement consistent with the side yard requirements of the adjoining historic Hidden Village Subdivision:

NOW THEREFORE, the City and the Developer agree to the following amendment:

1. Paragraph D. 5 of the Development Agreement is hereby amended from its current content to read “Side Setback. 5ft.”
2. All other terms of the Development Agreement shall remain unchanged.
3. The City and Developer acknowledge that Developer has purchased the project and the affected property from Ryan Holt and Developer is thereby the legal successor in interest to all rights and obligations of the Development Agreement.
4. To the extent there are any conflicts between the Amendment and the Development Agreement the terms of the Amendment shall control.

IN WITNESS WHEREOF, the City and Developer have executed this Amendment as of the effective date set forth above.

[SIGNATURE PAGE FOLLOWS]

**CITY OF SOUTH JORDAN,
a Utah Municipal Corporation**

APPROVED AS TO FORM:

By: _____
Dawn R. Ramsey, Mayor

Gregory Simonson
Gregory Simonson (Jan 9, 2024 16:32 MST)

Attorney for the City

Date: _____

State of Utah)
 :SS
County of Salt Lake)

On this _____ day of _____, 20_____, personally appeared before me Dawn R. Ramsey, who is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the Mayor of the City of South Jordan, a Utah municipal corporation, and that said instrument was signed by her on behalf of the City of South Jordan by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and she acknowledged to me that said municipal corporation executed the same. Witness my hand and official seal.

Notary Public

**A BETTER QUALITY HOME, LLC,
a Utah limited company,**

By: _____
David George

Title: _____

Date: _____

State of Utah)
 :SS
County of Salt Lake)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by David George, the _____ of A Better Quality Home, LLC, a Utah Limited Company, on behalf of the company. Witness my hand and official seal.

Notary Public

EXHIBIT A

After recording, please mail to:

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

Affected Parcel No(s): 27-14-102-016-0000

DEVELOPMENT AGREEMENT

The **CITY OF SOUTH JORDAN**, a Utah municipal corporation (the "City"), and **RYAN HOLT**, an individual (the "Developer"), enter into this Development Agreement (this "Agreement") this 20 day of July, 20 21 ("Effective Date"), and agree as set forth below. The City and the Developer are jointly referred to as the "Parties" and each may be referred to individually as "Party."

RECITALS

WHEREAS, the Developer is the owner of certain real property identified as Assessor's Parcel Number(s) 27-14-102-016-0000, specifically described in attached **Exhibit A** (the "Property"), and intends to develop the Property consistent with the Concept Plan, attached as **Exhibit B** (the "Concept Plan"); and

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

WHEREAS, the Property is currently subject to the **Planning** and Land Use Ordinance of South Jordan City and is within the A-5 Agricultural Zone (the "A-5 Zone"). A copy of the provisions of such zone designation in the City Code is attached hereto as **Exhibit C**; and

WHEREAS, the Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from A-5 Zone to the R-M-5 Residential Zone (the "R-M-5 Zone"). A copy of the provisions of the R-M-5 Zone designation in the City Code is attached hereto as **Exhibit D**; and

WHEREAS, the Developer and the City acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties; and

WHEREAS, the City has determined that the proposed development contains features which advance the policies goals and objectives of the South Jordan City General Plan, preserve

Ryan Holt Development Agreement
Page 1 of 6

and maintain the open and sustainable atmosphere desired by the citizens of the City, and contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council, pursuant to resolution R-2021-22, (attached hereto as **Exhibit E**); and

WHEREAS, the City and the Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the South Jordan City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as A-5 to a zone designated as R-M-5.

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

TERMS

A. Recitals; Definitions. The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Planning and Land Use Ordinance of South Jordan City.

B. Enforceability: The City and the Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developer relative to the Property shall vest, only if the South Jordan City Council in its sole legislative discretion approves a zone change for the Property currently zoned as A-5 to a zone designated as R-M-5.

C. Conflicting Terms. The Property shall be developed in accordance with the requirements and benefits provided for in relation to an R-M-5 zone under the City Code as of the Effective Date. In the event of a discrepancy between the requirements of the City Code including the R-M-5 zone, and this Agreement, this Agreement shall control.

D. Developer Obligations:

1. **Concept Plan.** As depicted in **Exhibit B** (concept plan), the Developer agrees to construct the development consistent with the Concept Plan and the requirements set forth in this Agreement and the City Code.

2. **Architecture.** Exterior design of the single-family, detached homes shall be consistent with the existing homes in the Hidden Village Historic, P.U.D. subdivision and meet elevations approved by the Architectural Review Committee. Single-family, attached is not a permitted use on the Property. Minor changes to architecture to be reviewed and approved by the Architectural Review Committee.

3. **Front Porch.** Minimum of 80 Square Feet.

4. **Front Setback.** 15 ft.

5. **Side Setback.** 7 ft.

Ryan Holt Development Agreement
Page 2 of 6

6. Rear Setback. 8 ft.
7. Corner Lot, Street Side. 20 ft.
8. Corner Lot, Rear. 8 ft.
9. Landscaping. Street Trees spaced out every 25 ft.

E. City Obligations.

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

F. Vested Rights and Reserved Legislative Powers.

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Property in accordance with: (i) the R-M-5 (**Exhibit D**) zoning designation; (ii) the City Code in effect as of the Effective Date; and (iii) the terms of this Agreement.

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

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

H. General Provisions.

1. Notices. All Notices, filings, consents, approvals, and other

Ryan Holt Development Agreement
Page 3 of 6

communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective.

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

If to Developer: Ryan Holt
10291 South 1230 West
South Jordan, UT 84095

2. Mailing Effective. Notices given by mail shall be deemed delivered 72 hours following deposit with the U.S. Postal Service in the manner set forth above.

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

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

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

6. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof

and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

7. **Amendment.** This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties 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.

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

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

10. **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.

11. **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.

12. **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.

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

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

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

Ryan Holt Development Agreement
Page 5 of 6

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

CITY OF SOUTH JORDAN,
a Utah Municipal Corporation

By:

Dawn R. Ramsey
Dawn R. Ramsey, Mayor

APPROVED AS TO FORM:

Gregory Simonsen

Gregory Simonsen (Jul 13, 2021 14:44 MDT)

Attorney for the City

State of Utah)

:SS

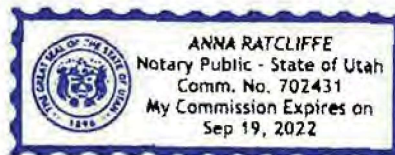
County of Salt Lake)

The foregoing instrument was acknowledged before me on this 20 day of July, 2021, by Dawn R. Ramsey, whose identity is proved to me on the basis of satisfactory evidence, and who affirmed that she is the Mayor of the City of South Jordan, a Utah municipal corporation, and said document was signed by her in behalf of said municipal corporation by the authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and she acknowledged to me that said municipal corporation executed the same.

Anna Ratcliffe
Notary Public Anna Ratcliffe
My Commission Expires: 09-19-22
Residing at: South Jordan

RYAN HOLT, an individual

Ryan Holt
Ryan Holt
(Print Name and Title)



State of)

:SS

County of)

The foregoing instrument was acknowledged before me on this 13 day of July, 2021, by Ryan Holt, an individual, whose identity is proved to me on the basis of satisfactory evidence.



Judith Zaragoza-Felix
Notary Public
My Commission Expires:
Residing at:

EXHIBIT A

(Legal Description of the Property)

Parcel 27-14-102-016

Beginning at a point on the Easterly boundary line of Parcel J of Hidden Village Historic P.U.D. A Amended, recorded July 12, 2012 as Entry No. 11428318 in Book 2012P at Page 91 in the Office of the Salt Lake County Recorder, said point being South 00°02'10" West 487.06 feet along the section line and East 648.15 feet from the Northwest Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 00°02'10" East 100.35 feet along said Easterly boundary line;
thence South 88°59'50" East 452.70 feet;
thence South 00°02'10" West 184.01 feet to Northeast Corner of Lot 32 of said Hidden Village Historic P.U.D. A Amended;
thence along the Northerly boundary line of said Hidden Village Historic P.U.D. A Amended the following three (3) courses:
(1) North 89°54'04" West 4.00 feet;
(2) South 89°44'45" West 221.48 feet;
(3) North 85°08'47" West 31.00 feet;
thence North 00°02'10" East 86.50 feet;
thence North 88°59'50" West 196.30 feet to the point of beginning.

Contains 67,542 Square Feet

EXHIBIT B

(Concept Plan)

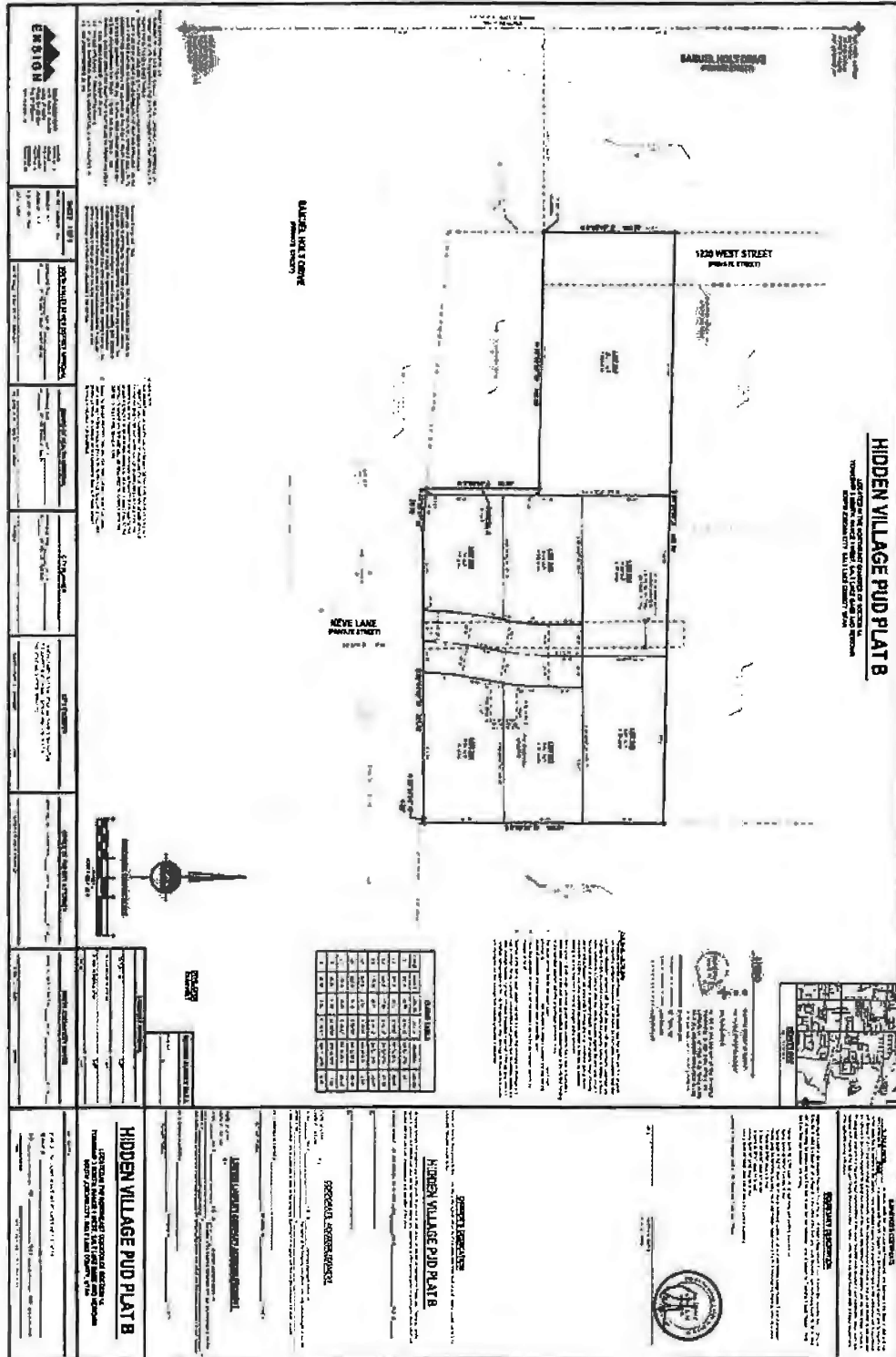


EXHIBIT C

A-5 ZONE City Code Provisions

CHAPTER 17.30

AGRICULTURAL ZONES

SECTION:

17.30.010: Purpose

17.30.020: Development And Design Standards

17.30.030: Other Requirements

17.30.010: PURPOSE:

This chapter is established to provide standards and regulations, consistent with the city's general plan and the purposes and provisions of this title, for agricultural areas in a growing suburban city. This chapter shall apply to the following agricultural zones as established in chapter 17.20, "Zone Establishment", of this title: A-5 and A-1 zones. Uses may only be conducted in agricultural zones in accordance with the regulations of this code. Allowed use (permitted and conditional), accessory use, temporary use and associated use regulations may be found in chapter 17.18, "Uses", of this title. (Ord. 2015-10, 7-7-2015)

17.30.020: DEVELOPMENT AND DESIGN STANDARDS:

Publisher's Note: This Section has been **AMENDED** by new legislation (Ord. 2021-09, adopted 5-4-2021). The text of the amendment will be incorporated below when the ordinance is codified.

A. Development Review: Uses proposed in agricultural 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 agricultural zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as otherwise allowed under state law.

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

Zone	Minimum Lot Area (Acres)
A-5	5
A-1	1

C. Lot Density: Only one single-family primary dwelling may be placed on a lot or parcel of land in an agricultural zone.

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

Zone	Minimum Width	Frontage (Standard)	Frontage (Diverged)
A-5	100'	100'	60'
A-1	100'	100'	60'

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

Zone	Maximum Building Coverage
A-5	20%
A-1	30%

F. Yard Area: The yard area (setback) requirements below shall apply in all Agricultural Zones. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots or from the boundaries of private ownership areas. A land use permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

1. Minimum Yard Area Requirements For Main Buildings

Zone	Front Yard (Interior And Corner Lots)	Front Garage	Front Yard (Cul-De-Sac Lots)	Side Yard (Standard)	Side Yard (Corner Lot Street Side)	Rear Yard (Interior Lot)	Rear Yard (Corner Lot)
A-5	30'	30'	25'	10'	25'	25'	10'

A-1	30'	30'	25'	10'	25'	25'	10'
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2. Minimum Yard Area Requirements For Accessory Buildings:

- a. Location: Accessory buildings may not be located between the front building line of a main building and the right-of-way that determines the front yard area.
- b. Side Yard: An accessory building may be located in a side yard, including a street side, if located no closer than the minimum side yard requirement for the main building pursuant to this subsection F, except that accessory buildings no greater than ten feet (10') in height and not containing habitable space may be located no closer than five feet (5') from the side property line or boundary.
- c. Rear Yard: An accessory building may be located in a rear yard no closer than three feet (3') from the side or rear property line or boundary and increased by one foot (1') for each foot of building height in excess of sixteen feet (16'), except that the setback shall be increased to no closer than five feet (5') from the side or rear property line or boundary when adjacent to a right-of-way, which shall be increased by one foot (1') for each foot of building height in excess of sixteen feet (16').
3. Buildings Used To Shelter Animals: Buildings used for the housing or shelter of animals shall be located a minimum distance of forty feet (40') from any existing dwelling or neighborhood street right-of-way or, if approved with a conditional use permit, a minimum of twenty feet (20') from any collector street right-of-way line.
4. Projections: The following may be erected on or projected into any required yard space in Agricultural Zones:
 - a. Fences and walls in conformance with this Code.
 - b. Agricultural crops, landscape or garden elements, including trees, shrubs and other plants.
 - c. Utility or irrigation equipment or facilities.
 - d. Decks not more than two feet (2') high.
 - e. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks, awnings or similar architectural features attached to the building and not enclosed by walls, extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.
 - f. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building no greater than eight feet (8') wide and extending no more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.

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

H. Fencing, Screening And Clear Vision: The fencing, screening and clear vision requirements of this section shall apply in Agricultural Zones.

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

2. Incompatible Land Use Screening: Incompatible land uses, including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as required by the development approval.

3. Rear And Side Yard Fencing: A maximum six foot (6') high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.

4. Front Yard Fencing: A maximum four foot (4') high, nonvisually obscuring decorative wrought iron, simulated wrought iron or nonobscuring vinyl picket fence may be constructed along a side lot line to the right-of-way line or sidewalk of a neighborhood street, except as regulated in clear vision areas. A masonry or solid vinyl fence or hedge may also be constructed along lot lines to the right-of-way or sidewalk but may not be greater than three feet (3') high. Brick pillars may not exceed eighteen inches (18") square or be closer than ten feet (10') on center. Posts or pillars may not extend higher than four inches (4") above the fence panel.

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

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

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

1. General Architectural Standards:

- a. All building materials shall be high quality, durable and low maintenance.
- b. The exteriors of buildings in Agricultural Zones shall be properly maintained by the owners or owners' association.
- c. Signs shall meet the requirements of Ute 16, chapter 16.35, "Sign Ordinance", of this Code and shall be constructed of materials that are consistent with the buildings they identify.
- d. Main buildings shall be no greater than thirty five feet (35') high.

2. Architectural Standards For Main Buildings:

- a. Main buildings, excluding main buildings used for agricultural uses, shall be constructed with a minimum amount of brick or stone that

is calculated by multiplying two (2) by the perimeter of the foundation (including garage).

b. Main buildings shall be constructed with a majority of the roof to be a minimum five to twelve (5:12) pitch, except that roofs of agricultural main buildings may be constructed to be a minimum four to twelve (4:12) roof pitch over the majority of the building.

c. Residential main buildings shall include a minimum two car garage (minimum 22 feet x 22 feet, or an approved equivalent area).

d. The minimum total floor area, finished and unfinished, of any residential main building shall be two thousand four hundred (2,400) square feet.

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

3. Architectural Standards For Accessory Buildings:

a. Accessory buildings may not be higher than the main building, except as approved by the Planning Commission as a conditional use permit. In no case shall an accessory building be greater than twenty five feet (25') high.

b. The footprint of an accessory building in Agricultural Zones shall not exceed the footprint of the main building, including the footprint of an attached garage, except as approved by the Planning Commission as a conditional use permit.

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

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

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

d. Accessory buildings with a footprint exceeding two hundred (200) square feet shall be constructed with a minimum one to twelve (1:12) roof pitch over a majority of the structure.

e. Applications for a conditional use permit under subsections 13a, 13b and 13c of this section shall demonstrate that the proposed accessory building is consistent with the character of the surrounding area, which analysis includes, but is not limited to, consideration of nearby structures and uses and applicable declarations of conditions, covenants and restrictions ("CC&Rs"). Written notice shall be provided to all property owners located within the subdivision plat of the subject property and to all property owners otherwise located within three hundred feet (300') of the subject property. Notice shall be provided no less than ten (10) days prior to the scheduled Planning Commission meeting.

J. Landscaping:

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

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

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

4. In developments that have a principal use other than residential or agricultural, the following landscaping requirements shall also apply:

a. All areas of developments not approved for parking, buildings, recreation facilities, access, other hard surfaces, or otherwise exempted with development approval shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.

b. A minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped areas, excluding landscaped sport or play areas, is required. At least thirty percent (30%) of all required trees shall be minimum seven foot (7') evergreens. Deciduous trees shall be a minimum two inch (2") caliper. Deciduous and evergreen trees need not be equally spaced, except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.

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

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

e. All landscaped areas shall be curbed.

5. Developments that are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any area so included and perpetually preserved as open space may be counted toward required open space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.

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

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

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

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

K. Lighting:

1. A lighting plan shall be submitted with all new developments that have a principal use that is not agricultural or residential.
 2. Lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
 3. Lighting fixtures in all developments that have a principal use that is not agricultural or residential shall be architectural grade and consistent with the architectural theme of the development.
 4. Lighting fixtures on public property shall be approved by the City Engineer.
- L. **Streets:** Streets in Agricultural Zones shall meet the requirements of section 16.04.180, "Streets", of this Code, except that private streets and gated communities are prohibited in Agricultural Zones. (Ord. 2015-10, 7-7-2015; amd. Ord. 2017-22, 7-18-2017; Ord. 2019-01, 3-5-2019; Ord. 2019-06, 3-19-2019)

17.30.030: OTHER REQUIREMENTS:

- A. **Grading:** All developments shall be graded as required by the City Engineer to provide adequate drainage. Buildings shall be equipped with facilities that discharge all roof drainage onto the subject lot or parcel. (Ord. 2015-10, 7-7-2015; amd. Ord. 2016-05, 5-3-2016; Ord. 2019-01, 3-5-2019)
- B. **Maintenance:** All private areas of lots or parcels shall be properly maintained by the owners.
- C. **Phasing Plan:** A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.
- D. **Common Areas:** All common area improvements in developments, including, but not limited to, buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned and maintained by the property owners of the development or their agents through a special taxing district or owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.
- E. **Prior Created Lots:** Lots or parcels of land that legally existed or were created by a preliminary or final plat approval prior to the establishment of an Agricultural Zone shall not be denied a building permit solely for reason of nonconformance with the requirements of this chapter.
- F. **Approval:** Before building permits are issued, all projects shall have been approved according to the provisions and requirements of this Code and the applicable plat recorded with the Salt Lake County Recorder's Office.
- G. **Open Space:** Any open space provided within a subdivision to be jointly owned, maintained and preserved by an owners' association and/or special assessment area acceptable to the City shall be labeled and recorded as common area or as a perpetual open space easement. Private yard areas may not be counted as required open space. The City may determine the location of open space in a subdivision by considering topography, drainage or other land features. The City may require a cash bond or a letter of credit to guarantee installation of improvements.
- H. **Developer Requirements:** Developers of projects that will include common area, private streets, shared private improvements, or shall otherwise include restrictive covenants shall submit a proposed declaration of conditions, covenants, and restrictions ("CC&Rs") to the City for review. The CC&Rs shall be recorded concurrently with the final plat and, except where the City has agreed to and executed documents to guarantee the establishment of a special assessment area, shall include the following:
1. An opinion of legal counsel licensed to practice law in the State that the project meets requirements of State law.
 2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to City conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by City staff and approved by the Planning Commission.
 3. Language required by section 17.04.300 of this title. (Ord. 2015-10, 7-7-2015; amd. Ord. 2016-05, 5-3-2016)

EXHIBIT D

R-M-5 ZONE City Code Provisions

CHAPTER 17.40

RESIDENTIAL ZONES

SECTION:

17.40.010: Purpose

17.40.020: Development And Design Standards

17.40.030: Other Requirements

17.40.010: PURPOSE:

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

17.40.020: DEVELOPMENT AND DESIGN STANDARDS:

Publisher's Note: This Section has been **AMENDED** by new legislation (Ord. 2021-09, adopted 5-4-2021). The text of the amendment will be incorporated below when the ordinance is codified.

A. **Development Review:** Uses proposed in residential zones may only be established in conformance with development review procedures of the city. Applicants shall follow the procedures and requirements of this code regarding development review in the preparation and review of development proposals in residential zones. All uses shall be conducted according to the approved plan or plat and any conditions of approval. Plans or plats may not be altered without prior approval of the city, except as otherwise allowed under state law.

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

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

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

Zone	Maximum Gross Density
R-1.8	1.8
R-2.5	2.5
R-3	3
R-4	4
R-5	5
R-M-5	5
R-M-6	6

D. **Lot Width And Frontage:** Each lot or parcel in a residential zone shall have a minimum lot width not less than the dimension in the minimum width column of the lot width and frontage table below. The minimum lot width shall be measured at the minimum front yard requirement (see subsection F of this section) that shall be determined from a point which corresponds to the midpoint of the

front lot line. Each lot or parcel shall abut the right of way line of a public street a minimum distance not less than the dimension in the frontage (standard) column of the lot width and frontage table below, except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right-of-way or landscaped open space a minimum distance not less than the dimension in the frontage (diverged) column.

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

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

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

F. Yard Area: The yard area (setback) requirements below shall apply in all residential zones. Minimum yard areas are measured from the corresponding front, side and rear property lines of lots or from the boundaries of private ownership areas. A land use permit shall be obtained prior to the construction of any accessory building for which a building permit is not required. An application form, lot plan showing streets, existing buildings, dimensions, easements and setbacks of the proposed accessory building and other information as needed shall be submitted for review.

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

Zone	Front Yard (Interior And Corner Lots)	Garage Opening ¹ (Front Or Street Side)	Front Yard (Cul-De-Sac Lots)	Side Yard (Standard)	Side Yard (Corner Lot Street Side)	Rear Yard (Interior Lot)	Rear Yard (Corner Lot)
R-1.8	30'	30'	25'	10'	30'	25'	10'
R-2.5	25'	30'	20'	10'	25'	25'	10'
R-3	25'	30'	20'	10'	25'	25'	10'
R-4	20'	25'	20'	8'	20'	20'	10'
R-5	20'	25'	20'	8'	20'	20'	10'
R-M-5	20'	25'	20'	8'	10'	20'	10'
R-M-6	20'	25'	20'	8'	10'	20'	10'

Note:

1. The garage opening minimum yard area requirement shall apply to garages when the garage opening faces the street, otherwise the front yard minimum yard area shall apply. The garage opening minimum yard requirement shall be 25 feet to any street-facing garage opening in a cul-de-sac.

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

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

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

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

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

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

- a. Fences and walls in conformance with this Code.
- b. Agricultural crops and landscape elements, including trees, shrubs and other plants.
- c. Utility or irrigation equipment or facilities.
- d. Decks not more than two feet (2') high.
- e. Cornices, eaves, sills, planter boxes, stairways, landings, porches, decks, awnings or similar architectural features attached to the building and not enclosed by walls, extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.
- f. Chimneys, fireplace keys, box or bay windows or cantilevered walls attached to the building no greater than eight feet (8') wide and extending not more than two feet (2') into a side yard, or four feet (4') into a front or rear yard.

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

H. **Fencing, Screening And Clear Vision:** The fencing, screening and clear vision requirements of this section shall apply in Residential Zones.

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

2. **Incompatible Land Use Screening:** Incompatible land uses, including waterways, trails, parks, open spaces and other uses or zones shall be screened or buffered with fences, walls and/or landscaping as required by the development approval.

3. **Rear And Side Yard Fencing:** A maximum six foot (6') high fence and/or hedge may be installed and maintained between a dwelling and a rear or side lot line.

4. **Front Yard Fencing:** A maximum four foot (4') high, nonvisually obscuring decorative wrought iron, simulated wrought iron or nonobscuring vinyl picket fence may be constructed along a side lot line to the right-of-way line or sidewalk of a neighborhood street, except as regulated in clear vision areas. A masonry or solid vinyl fence or hedge may also be constructed along lot lines to the right-of-way or sidewalk but may not be greater than three feet (3') high. Brick pillars may not exceed eighteen inches (18") square or be closer than ten feet (10') on center. Posts or pillars may not extend higher than four inches (4") above the fence panel.

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

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

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

1. **General Architectural Standards:**

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

2. Architectural Standards For Main Buildings:

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

3. Architectural Standards For Accessory Buildings:

- a. Accessory buildings may not be higher than the main building, except as approved by the Planning Commission as a conditional use permit. In no case shall an accessory building be greater than twenty five feet (25') high.
- b. The footprint of accessory buildings in the R-2.5, R-3, R-4, R-5 and R-M Zones shall not exceed sixty percent (60%) of the footprint of the main building, including the footprint of an attached garage, except that the Planning Commission may approve a conditional use permit for an accessory building with a footprint that is greater than sixty percent (60%) but in no case shall exceed the footprint of the main building. In the R-1.8 Zone, the footprint of an accessory building, such as a barn or a stable, shall not exceed the footprint of the main building, except with a conditional use permit approved by the Planning Commission.
- c. Any portion of an accessory building within twenty feet (20') of a property line shall meet the following requirements, except as approved by the Planning Commission as a conditional use permit:
 - (1) Openings (e.g., windows and doors) that are visible from the property line shall not be located in an exterior wall when the floor height exceeds four feet (4') above grade.
 - (2) The average wall height shall not exceed sixteen feet (16') above grade.
- d. Accessory buildings with a footprint exceeding two hundred (200) square feet shall be constructed with a minimum one to twelve (1:12) roof pitch in the R-1.8 Zone, and a minimum three to twelve (3:12) roof pitch over a majority of the structure in all other Residential Zones.
- e. Applications for a conditional use permit under subsections 13a, 13b and 13c of this section shall demonstrate that the proposed accessory building is consistent with the character of the surrounding area, which analysis includes, but is not limited to, consideration of nearby structures and uses and applicable declarations of conditions, covenants and restrictions ("CC&Rs"). Written notice shall be provided to all property owners located within the subdivision plat of the subject property and to all property owners otherwise located within three hundred feet (300') of the subject property. Notice shall be provided no less than ten (10) days prior to the scheduled Planning Commission meeting.

J. Landscaping:

1. The front and street side yards of single-family lots shall be fully improved and properly maintained with not less than fifty percent (50%) of the yard area landscaped and not less than fifty percent (50%) of the required landscaped area covered in lawn or other acceptable live plant material unless otherwise approved with a conditional use permit.
2. All collector street and other public and private park strips in Residential Zones shall be improved and maintained by the adjoining property owners according to specifications adopted by the City unless otherwise allowed with development approval.
3. Where an adjacent park strip in a residential right-of-way is a minimum of five feet (5') wide, park strip improvements shall include one shade tree that is a minimum two inch (2") caliper, for every fifty feet (50') of frontage and spaced evenly throughout the landscaped portion of the park strip. Park strip trees shall be consistent with the "Streetscape Tree Species for South Jordan City" list.
4. In developments that have a principal use other than single-family, detached, the following landscaping requirements shall apply:
 - a. All areas of developments not approved for parking, buildings, recreation facilities, access, other hard surfaces, or otherwise exempted with development approval shall be landscaped and properly maintained with grass, deciduous and evergreen trees and other plant material approved in conjunction with a site plan or plat for the development.
 - b. A minimum of one tree per one thousand (1,000) square feet, or part thereof, of landscaped areas, excluding landscaped sports or play areas, is required. At least thirty percent (30%) of all required trees shall be a minimum seven foot (7') evergreen. Deciduous trees shall be a minimum two inch (2") caliper. Deciduous and evergreen trees need not be equally spaced, except as required in parking areas and in park strips but shall be distributed throughout the required yard areas on the site.
 - c. Curbed planters with two inch (2") or larger caliper shade trees and grass, shrubs or ground cover shall be installed at the ends of each parking row. Planters shall be at least five feet (5') wide.
 - d. Minimum five foot (5') wide landscaped planters shall be installed along the street side of building foundations, except at building entrances.

e. All landscaped areas shall be curbed.

5. Developments that are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights-of-way in the landscaping of the project and the urban trails system. Any area so included and perpetually preserved as open space may be counted toward required open space for the development. If approved by the City Engineer, waterways which traverse developments may be left open if properly landscaped and maintained by the adjacent owners. Waterways may not be altered without approval of any entity or agency having jurisdiction over said waterways.

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

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

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

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

K. Lighting:

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

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

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

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

L. Streets: Streets in Residential Zones shall meet the requirements of section 16.04.180, "Streets", of this Code, except that private streets and gated communities are prohibited in Residential Zones unless otherwise provided for in this chapter. (Ord. 2016-05, 5-3-2016; amd. Ord. 2017-22, 7-18-2017; Ord. 2019-01, 3-5-2019; Ord. 2019-06, 3-19-2019; Ord. 2021-06, 2-16-2021)

17.40.030: OTHER REQUIREMENTS:

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

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

C. Phasing Plan: A project phasing plan shall be submitted for review at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the City.

D. Common Areas: All common area improvements in developments, including, but not limited to, buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, streetlights and signs not specifically dedicated to the City or accepted for ownership or maintenance by the City shall be perpetually owned and maintained by the property owners of the development or their agents through a special taxing district or owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to the City.

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

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

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

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

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

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

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

EXHIBIT E

RESOLUTION R2021-22

(To be inserted once executed)

RESOLUTION R2021 - 22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF PROPERTY APPROXIMATELY LOCATED AT 10291 SOUTH 1230 WEST IN THE CITY OF SOUTH JORDAN.

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

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

WHEREAS, the Applicant Ryan Holt now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property located at approximately 10291 South 1230 West (the "Property"); and

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON
THIS 20 DAY OF July, 2021 BY THE FOLLOWING VOTE:

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

Mayor:

Dawn R. Ramsey
Dawn R. Ramsey

Attest:

Asma Crawford
City Recorder

Approved as to form:

Gregory Simonsen

Gregory Simonsen (Jul 13, 2021 14:44 MDT)

Office of the City Attorney

