

## RESOLUTION R2025 - 57

### **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 10378 SOUTH JORDAN GATEWAY 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 Developer, Randy Smith / Fieldstone Homes now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property approximately located at 10378 South Jordan Gateway, South Jordan, Utah (the “Property”); and

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 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:

Greg Simonsen  
Greg Simonsen (Nov 26, 2025 09:33:19 MST)  
\_\_\_\_\_  
Office of the City Attorney

**EXHIBIT 1**  
(Development Agreement)

WHEN RECORDED RETURN TO:  
City of South Jordan  
Attn: City Recorder  
1600 West Towne Center Drive  
South Jordan, Utah 84095

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## DEVELOPMENT AGREEMENT (Horizon)

The City of South Jordan, a Utah municipal corporation (“**City**”), and Fieldstone Construction & Management Services, Inc., a Utah corporation (“**Developer**”), enter into this Development Agreement (“**Agreement**”) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”), and agree as set forth below. The City and the Developer are jointly referred to as the “**Parties**”.

### RECITALS

WHEREAS, the Developer has submitted to the City an “Owner’s Affidavit” attached as Exhibit A indicating that it is authorized to represent SJ Utah, LLC the owner (“**Owner**”) of certain real property identified as Assessor’s Parcel Number(s) 27-13-100-059 specifically described in attached Exhibit B (“**Property**”) in the entitlement and development of the Property and intends to develop the Property (“**Project**”) consistent with the Concept Plan attached and incorporated hereto as Exhibit C (“**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 Commercial-Freeway C-F zone (“**C-F Zone**”); and

WHEREAS, the Developer desires to act on behalf of Owner making improvements to the Property in conformity with this Agreement and desires a zone change on the Property from C-F to R-M-PD (“**R-M-PD Zone**”). A copy of the provisions of the R-M Zone designation in the South Jordan City Code is attached as Exhibit D, while a copy of the provisions of the PD Zone designation is attached as Exhibit E.

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



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

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council, pursuant to resolution R-2025-57 a copy of which is attached as Exhibit F; 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 C-F to a zone designated as R-M-PD.

**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 C-F to a zone designated as R-M-PD.

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

**D. Developer Obligations:**

1. Concept Plan. The Developer agrees to construct the Project substantially consistent with the Concept Plan and the requirements set forth in this Agreement and the City Code. To the extent that circumstances require deviations from the Concept Plan as development proceeds, such deviations may be approved by City staff without modification of this Agreement, unless such deviations materially change the density, open space, or configuration of the Concept Plan.

2. Attached Single Family Housing. The Project will consist of 33 attached single-family townhome units, configured as shown in the Concept Plan.

3. Architecture.

- a. The Concept Plan includes sample building elevation plans, building materials, colors, etc. The final buildings are to be generally modeled after and consistent with these examples.
  - b. Garages will be minimum 19' by 19' in size.
  - c. Maximum height of buildings will be 42' feet.
4. Setbacks:
- a. Private Drive Setback. Units will be setback a minimum of 5' from private alleys/drives.
  - b. Building Separation. Minimum building separation is 10' from face of building to face of building.
  - c. Property Line Setback. Minimum 10' building setback from property line. Measured from outside of foundation wall to property line.
5. Streets and Walkways. Streets and walkways shall be private and be configured as shown on the Concept Plan. Streets shall be 26 feet wide from face of curb to face of curb, the structural section shall be constructed to meet City Standards. All streets will be signed and maintained as fire lanes with no parking allowed as designated on the Concept Plan and to follow Fire Department Standards as required in International Fire Code 503.3 and 503.4.
6. Secondary Fire/Emergency Access Lane shall be dedicated via easement prior to final plat approval and shall be a minimum 20 feet wide, minimum clear height of 13 feet 6 inches; shall be designed by a licensed engineer and constructed to accommodate the loads and turning radii for fire apparatus, constructed to standards set forth in International Fire Code 503.2. The access, if gated, shall meet the requirements of the South Jordan Fire Department, to include an automatic gate that can be triggered by an emergency device approved by the Fire Department, and shall meet the standards listed in International Fire Code 503.6.
7. Waterline shall be looped, so that there is more than one feed into the subdivision as approved by the City Engineer. The waterline will be public and will be in an easement to the satisfaction of the City Engineer.
8. Stormwater shall be designed and retained/detained per City Standards as approved by the City Engineer.
9. Garbage Collection shall be privately contracted by the development HOA and not collected by the City Contractor.

10. Parking. Shall be configured as shown on the Concept Plan. Each unit will include a private 2-car garage.
11. Fencing. Shall be installed as indicated on the Concept Plan.
12. Open Space. Open space shall be configured as shown on the Concept Plan. The open space provided satisfies the required open space for the Project.
13. Wildland Urban Interface. All areas of the development that fall within the City's adopted Wildland Urban Interface (WUI) area must adhere to the adopted Wildland Urban Interface code as of the Effective Date.
14. Sale and Ownership of Units. The Developer intends that all residential units within the Project shall be offered for individual sale to the general public. It is the intent of the Developer, and a condition of this Agreement, that no single entity shall retain ownership or control of all the residential units for the purpose of leasing such units as rental housing. Notwithstanding the foregoing, nothing in this Agreement shall restrict or prohibit individual purchasers, subsequent owners, or their successors and assigns from leasing or renting their respective units in compliance with applicable laws, covenants, and homeowners' association rules, if any. Enforcement of this provision is an HOA matter, Developer or HOA will not be liable to the City for the acts of individual purchasers.

**E. City Obligations.**

1. Development Review. The City shall review development of the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations.
2. Reimbursement for "Upsizing". The City shall not require the Developer or Owner to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to the Developer or Owner are made to compensate the Developer or Owner for the costs of such upsizing.

**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) terms of this Agreement; (ii) the R-M-PD zoning designation and; (iii) the City Code in effect as of the Effective Date.
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, 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 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  
Attention: City Recorder

If to Developer:

Fieldstone Homes  
c/o Randy Smith  
12896 S Pony Express Rd. #400  
Draper, UT 84020

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

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

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

5. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. 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.

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

*{Signatures follow on next page}*

CITY OF SOUTH JORDAN,  
a Utah Municipal Corporation

APPROVED AS TO FORM:

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

Greg Simonsen  
Greg Simonsen (Nov 26, 2025 09:33:19 MST)  
\_\_\_\_\_  
Attorney for the City

State of Utah )  
:ss  
County of Salt Lake )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, whose identity 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 said document was signed by her in behalf of said municipal corporation 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

DEVELOPER:  
Fieldstone Construction & Management Services, Inc.  
a Utah Corporation

By: \_\_\_\_\_

State of Utah )  
 )  
County of Salt Lake )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the \_\_\_\_\_ of \_\_\_\_\_, and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



Exhibit A

(Owner's Affidavit)

### OWNER'S AFFIDAVIT

This Owner's Affidavit (this "Affidavit") is made by SJ Utah, LLC (the "Owner") who is the legal and right property owner(s) of the following parcel(s): 27131000590000 (the "Property").

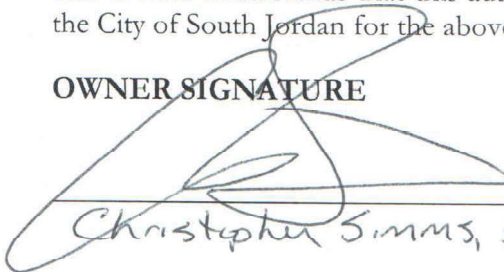
The Owner acknowledges that Fieldstone Homes (the "Representative") is authorized to represent Owner's interests in the Property for the following purposes (check all that apply):

- ☒ Rezone the Property
- ☒ Change Property's Future Land Use designation
- ☒ Development Agreement
- ☒ Subdivision or Subdivision Amendment
- ☒ Site Plan (may include a minor site plan or site plan amendment)
- ☐ Small Residential Development
- ☐ Conditional Use Permit

- ☒ Variance Request
- ☐ Accessory Dwelling Unit
- ☐ Reasonable Accommodation Request
- ☐ Other: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The Owner understands that this authorization allows the Representative to submit applications to the City of South Jordan for the above-checked purposes.

OWNER SIGNATURE

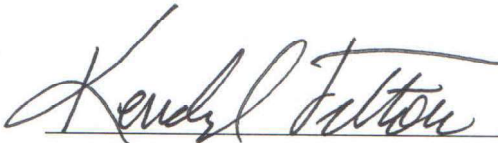
  
Christopher Simms, Manager

OWNER SIGNATURE

\_\_\_\_\_

State of NORTH CAROLINA )  
County of LINCOLN )

On the 8 day of JULY, 2025, personally appeared before me CHRISTOPHER COLE SIMMS, the signer of the above instrument, who duly subscribed and swore before me that he executed the same.

  
Kendyl Felton

Notary Public



(seal)

Exhibit B

(Legal Description of the Property)

**AS-SURVEYED LEGAL DESCRIPTION**

A parcel of land situated in the Northwest Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the North line of Lot 1, JORDAN STATION APARTMENTS, said point being South 00°54'50" West 1,338.00 feet along the Quarter Section line and North 89°48'25" West 915.49 feet from the North Quarter Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running;

thence North 89°48'25" West 377.94 feet;  
thence North 00°05'54" West 281.47 feet;  
thence South 89°27'04" East 122.08 feet;  
thence North 86°26'00" East 256.33 feet;  
thence South 00°05'54" East 297.52 feet to the point of beginning.

Contains 108,287 square feet or 2.486 acres

Exhibit C

CONCEPT PLAN

(Concept Plan, Building Elevations, Building Materials and Colors)

# HORIZON

## CONCEPT PLAN



NOT TO SCALE











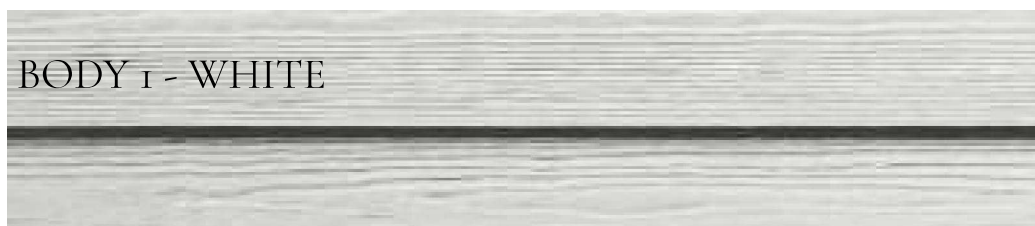








## Horizon Front Load Exterior Scheme 1







## Horizon Front Load Exterior Scheme 2



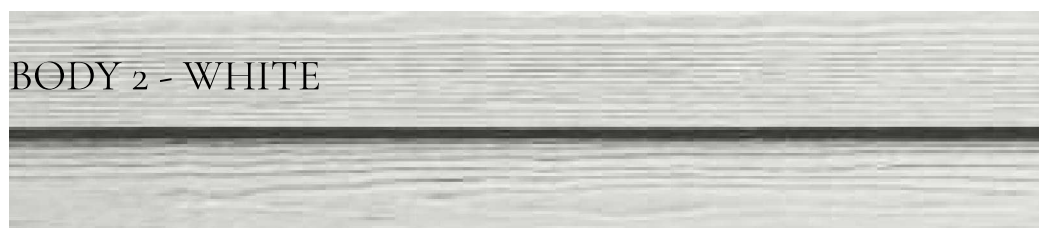
SHINGLES



STONE



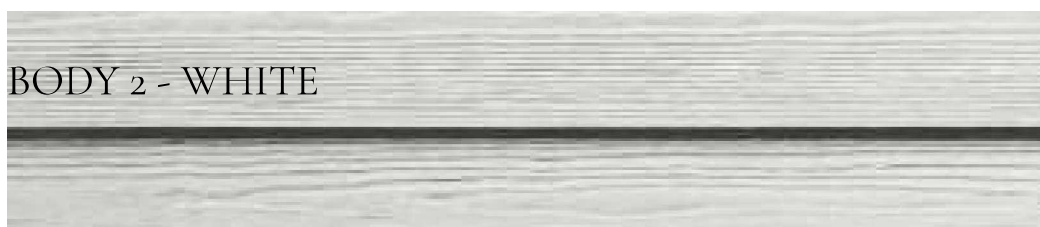
BODY 1 - NIGHT GRAY



BODY 2 - WHITE



## Horizon Front Load Exterior Scheme 3







## Horizon Rear Load Exterior Scheme 1



SHINGLES



STONE



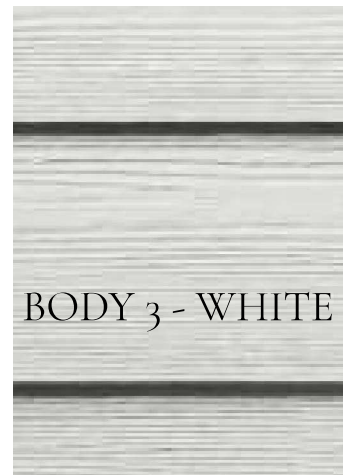
BODY 1 - NIGHT GRAY



BODY 2 - COBBLESTONE



BODY 3 - AGED PEWTER



BODY 3 - WHITE



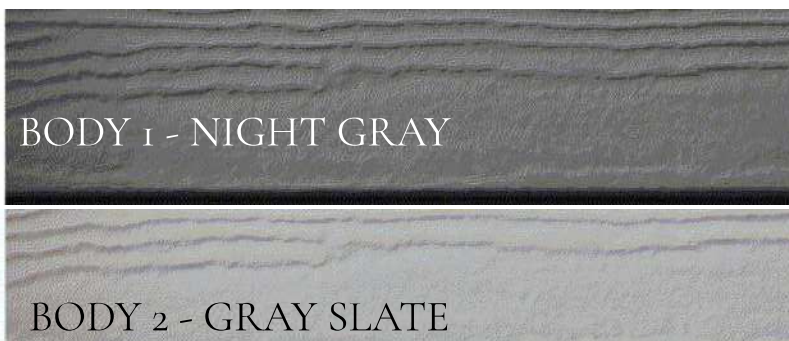
## Horizon Rear Load Exterior Scheme 2



SHINGLES



STONE



BODY 1 - NIGHT GRAY



BODY 3 - AGED PEWTER

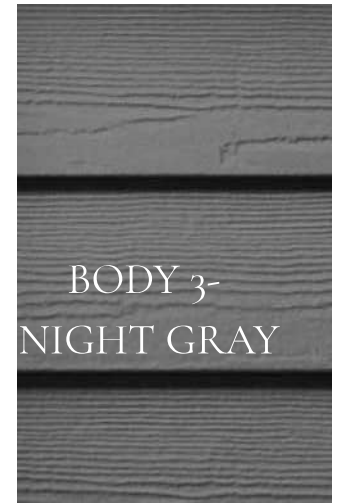


BODY 4 - WHITE





## Horizon Rear Load Exterior Scheme 3





## Horizon Rear Load Exterior Scheme 4





Exhibit D

R-M ZONE DESIGNATION

## **CHAPTER 17.40 RESIDENTIAL ZONES**

### **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.

#### **HISTORY**

*Repealed & Replaced by Ord. [2016-05](#) on 5/3/2016*

### **17.40.020: DEVELOPMENT AND DESIGN STANDARDS**

1. 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.
2. 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.

<b>Zone</b>	<b>Minimum Lot Area (Square Feet)</b>
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

3. 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

4. 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'

5. 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%

6. 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 <sup>1</sup> (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'

2. Note:

<sup>1</sup>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.

3. Accessory Buildings: Minimum yard area requirements for accessory buildings are as follows:
  1. 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.
  2. 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.
  3. 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').
  4. 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.

5. Projections: The following may be erected on or projected into any required yard space in Residential Zones:
  1. Fences and walls in conformance with this Code.
  2. Agricultural crops and landscape elements, including trees, shrubs and other plants.
  3. Utility or irrigation equipment or facilities.
  4. Decks not more than two feet (2') high.
  5. 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.
  6. 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.
7. 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.
8. 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, according to Section 16.04.200 (J). 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 Area: Landscape materials within a Clear Vision Area shall comply with Section 16.04.200 (J).
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.
9. Architecture: The following exterior materials and architectural standards are required in Residential Zones:
  1. General Architectural Standards:
    1. All building materials shall be high quality, durable and low maintenance.
    2. The exteriors of buildings in Residential Zones shall be properly maintained by the owners or owners' association.
    3. 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.
    4. Main buildings shall be no greater than thirty five feet (35') high.
  2. Architectural Standards For Main Buildings:
    1. Residential main buildings shall include a minimum two car garage. Each covered or enclosed parking space shall be a minimum of ten feet (10') wide and twenty feet (20') long.
    2. Single family (attached or detached) owner occupied affordable housing as defined in Utah Code 10-9a-534, do not require a garage but shall at minimum provide two (2) off street parking spaces. Uncovered parking spaces shall be a minimum of nine feet (9') wide and twenty feet (20') long. Covered or enclosed parking spaces shall be a minimum of ten feet (10') wide and twenty feet (20') long.
    3. The minimum total floor area, finished and unfinished, of any residential main building shall be one thousand (1,000) square feet not including a garage.
    4. The front of the house shall be accessible by a pedestrian from the adjacent right-of-way.
  3. Architectural Standards For Accessory Buildings:

1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. Applications for a conditional use permit under subsections I3a, I3b and I3c of this section shall demonstrate that the proposed accessory building is consistent with the character of the surrounding area, which analysis includes, but is not limited to, consideration of nearby structures and uses and applicable declarations of conditions, covenants and restrictions ("CC&Rs"). Written notice shall be provided to all property owners located within the subdivision plat of the subject property and to all property owners otherwise located within three hundred feet (300') of the subject property. Notice shall be provided no less than ten (10) days prior to the scheduled Planning Commission meeting.
10. Landscaping: The following landscaping requirements and standards shall apply in Residential Zones. Landscaping in Residential Zones is also subject to the requirements of Title 16, Chapter 16.30, "Water Efficiency Standards," of this Code.
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 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, except that park strip trees shall not be planted within thirty feet (30') of a stop sign. 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:
  1. 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.
  2. 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.
  3. Curbed planters with two inch (2") or larger caliper shade trees and other approved plant/landscape materials shall be installed at the ends of each parking row. Planters shall be at least five feet (5') wide.
  4. Minimum five foot (5') wide landscaped planters shall be installed along the street side of building foundations, except at building entrances.
  5. 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.
11. 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.
12. 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.

#### HISTORY

*Repealed & Replaced by Ord. [2016-05](#) on 5/3/2016*

*Amended by Ord. [2017-22](#) on 7/18/2017*

*Amended by Ord. [2019-01](#) on 3/5/2019*

*Amended by Ord. [2019-06](#) on 3/19/2019*

*Amended by Ord. [2021-06](#) on 2/16/2021*

*Amended by Ord. [2021-09](#) on 5/4/2021*

*Amended by Ord. [2021-20](#) on 10/5/2021*

*Amended by Ord. [2022-16](#) on 12/6/2022*

*Amended by Ord. [2025-16](#) on 10/7/2025*

#### **17.40.030: OTHER REQUIREMENTS**

1. 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.
2. Maintenance: All private areas of lots or parcels shall be properly maintained by the owners.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

#### HISTORY

*Repealed & Replaced by Ord. [2016-05](#) on 5/3/2016*

*Amended by Ord. [2019-01](#) on 3/5/2019*

Exhibit E

PD ZONE DESIGNATION

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

### **17.130.050.010: PURPOSE**

### **17.130.050.020: ESTABLISHMENT**

### **17.130.050.030: AMENDMENTS**

### **17.130.050.010: PURPOSE**

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

#### **HISTORY**

*Amended by Ord. [2016-05](#) on 5/3/2016*

*Amended by Ord. [2024-02](#) on 1/16/2024*

### **17.130.050.020: ESTABLISHMENT**

#### **1. Procedure:**

1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for City Council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the City's general plan. The Council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the development plan according to subsection B of this section. No action will be taken by the Council, and comments and recommendations will not obligate, compel, or constrain future action by the Council.
2. Rezone: A PD District shall only be established upon approval by the City Council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. Except in those instances where the Applicant is the City of South Jordan the development plan shall be approved by development agreement in conjunction with the rezoning approval. If the Applicant is

the City of South Jordan the development plan may be approved as part of the rezone without a development agreement.

3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the Planning Director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, Planning Commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the City Council's approval of the PD rezone.

2. Development Plan Requirements:

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

3. Prohibited:

1. Sexually oriented businesses shall not be allowed in a PD District where otherwise prohibited by this Code.
2. A PD District shall not be approved in the P-C Zone or Single-Family Residential Zones (R-1.8, R-2.5, R-3, R-4, R-5).
3. Residential density in a PD District shall not exceed 8 units per acre unless one or more of the following conditions are applicable:
  1. The subject property is located entirely within a designated Station Area Plan (SAP).
  2. The subject property is located east of the Frontrunner rail line and the proposed PD District is primarily commercial uses.
  3. The City of South Jordan is the applicant.

4. Effect Of Approval:

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

5. Vested Rights:

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

HISTORY

*Amended by Ord. [2016-05](#) on 5/3/2016*

*Amended by Ord. [2019-01](#) on 3/5/2019*

*Amended by Ord. [2023-07](#) on 5/2/2023*

*Amended by Ord. [2024-02](#) on 1/16/2024*

*Amended by Ord. [2025-06](#) on 2/4/2025*

**[17.130.050.030: AMENDMENTS](#)**

Any application to amend an approved PD District shall be processed as a zone text amendment, except that an application to extend the district boundaries shall be processed as a rezone. Except in those instances where the Applicant is the City of South Jordan any amendment to an approved PD District requires that the corresponding development agreement also be amended.

## HISTORY

*Amended by Ord. [2016-05](#) on 5/3/2016*

*Amended by Ord. [2023-07](#) on 5/2/2023*



EXHIBIT F

RESOLUTION R-2025-57

## Attachment H