

SOUTH JORDAN CITY PLANNING COMMISSION

STAFF REPORT

MEETING DATE: OCTOBER 14, 2025

FILE OVERVIEW

Item Name	Golden Plaza Site Plan
Address	1631 W. 11400 S.
File Number	PLSPR202500070
Applicant	Ashley Sudbury, NJRA Architects
Property Owner	MHC Property Management, LLC
Staff Author	Damir Drozdek
Presenter	Damir Drozdek

PROPERTY OVERVIEW

Acreage	Approximately 1.3 acres		
Recorded Subdivision	Ridgepoint Master Plat		
Current Zone	MU-South (P-D) (Redwood Road Mixed Use – South Center (Planned Development))		
Current Land Use	Vacant and Unimproved Lot		
Neighboring Properties	<i>Zone</i>		<i>Current Land Use</i>
	<i>North</i>	MU-South	11400 South street
	<i>East</i>	MU-South (PD)	Old Cedar Dr. street
	<i>South</i>	MU-South (PD)	Townhomes
	<i>West</i>	MU-South	Commercial Buildings

ITEM SUMMARY

The applicant is seeking a site plan approval to construct a multi-tenant commercial building on property located at 1631 W. 11400 S. Staff is recommending approval of the application.

TIMELINE

- On April 16, 2025, the applicant submitted a complete site plan application to Staff for review. The application was revised three times to address all staff comments. Planning, Engineering, Fire, Building, Streets, Water, Stormwater and Parks reviewed the application.
- On September 24, 2025, the Architectural Review Committee reviewed the proposed structure. The committee unanimously recommended approval of the application.

REPORT ANALYSIS

Application Summary:

The City Council authorized a zone change and development agreement in January 2019 for a 35-acre parcel situated to the south and west of the Redwood Rd. and 11400 South intersection. The completed residential component occupies the southern portion, consisting of multi-family and single-family homes. This current proposal addresses one of the remaining commercial lots located along 11400 South, specifically the westernmost parcel within the commercial row.

The proposed structure is a two-story building encompassing approximately 12,000 square feet. The commercial space includes 9,000 square feet of retail on the main floor and 3,000 square feet of office space on the second floor. The east end is designated for a restaurant; however, tenants for the center and western portions remain unconfirmed. The building's maximum height will be 29 feet at the highest parapet wall. Exterior finishes will include EIFS, metal panels, metal railings, and glass.

All off-site street improvements, except for landscaping in the park strips, on 11400 South and Old Cedar Dr. are finalized. The only public improvements required for this project are minor additions such as water meters and a fire hydrant. All other site work, including the new parking area, access, and drainage, will be privately managed. Storm water runoff will be collected in underground chambers and discharged into the public system on Old Cedar Dr. An existing masonry wall on the south and west perimeters will be preserved, and no additional fencing is planned.

Landscaping will feature a mix of shrubs, plants, and trees, utilizing rock mulch for ground cover, as sod will not be installed. The park strips along Old Cedar Dr. and 11400 South will similarly incorporate rock mulch, live vegetation, and shade trees.

FINDINGS AND RECOMMENDATION

Findings:

- The project is located in the MU - South (P-D) zone. It meets all of the requirements of the zone.
- The project also complies with all terms and conditions as found in the development agreement.

Conclusions:

- The application is in conformance with the minimum requirements of the [Site Plan Review \(Title 16\)](#) and the [Planning and Zoning \(Title 17\)](#) Codes

Planning Staff Recommendation:

Staff recommends approval of the application based on the report analysis, findings, and conclusions listed above.

PLANNING COMMISSION ACTION

Required Action:

Final Decision

Scope of Decision:

This is an administrative decision to be decided by the Planning Commission.

Standard of Approval:

All proposed commercial, office, industrial, multi-family dwelling or institutional developments and alterations to existing developments shall meet the site plan review requirements of South Jordan Municipal Code §[16.24](#) and the requirements of the individual zone in which a development is proposed. All provisions of Title [16](#) & [17](#) of South Jordan Municipal Code, and other City requirements shall be met in preparing site plan applications and in designing and constructing the development. The Planning Commission shall receive public comment regarding the site plan and shall approve, approve with conditions, or deny the site plan.

Motion Ready:

I move that the Planning Commission approves:

1. File PLSPR202500070

Alternatives:

1. Recommend approval with conditions.
2. Recommend denial of the application.
3. Schedule the application for a decision at some future date.

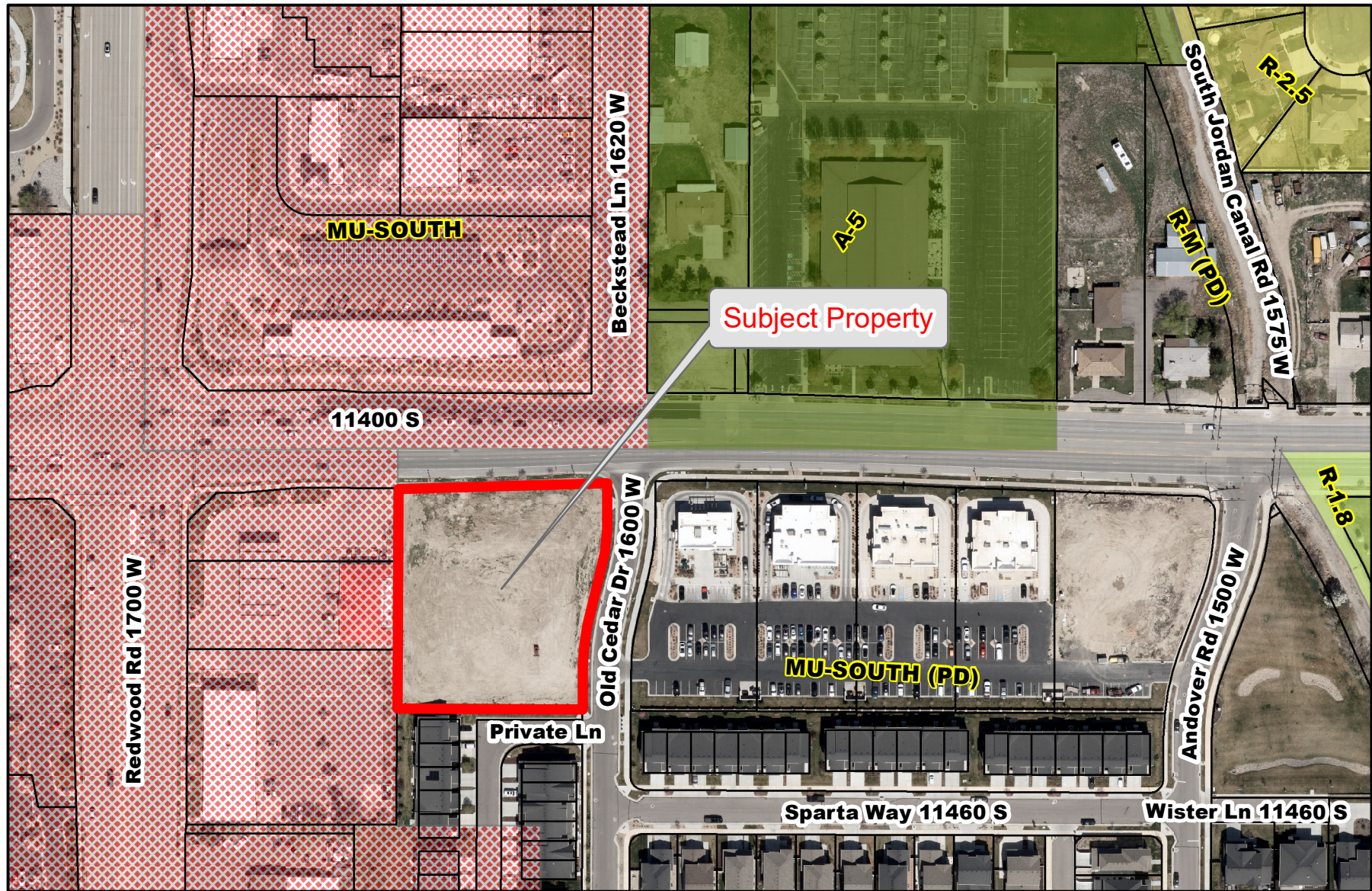
SUPPORTING MATERIALS

- Attachment A, Aerial Map
- Attachment B, Zoning Map
- Attachment C, Site Plan
- Attachment D, Landscape Plans
- Attachment E, Building Elevations
- Attachment F, Floor Plans
- Attachment G, ARC Minutes
- Attachment H, Development Agreement
- Attachment I, Second Amendment to Development Agreement

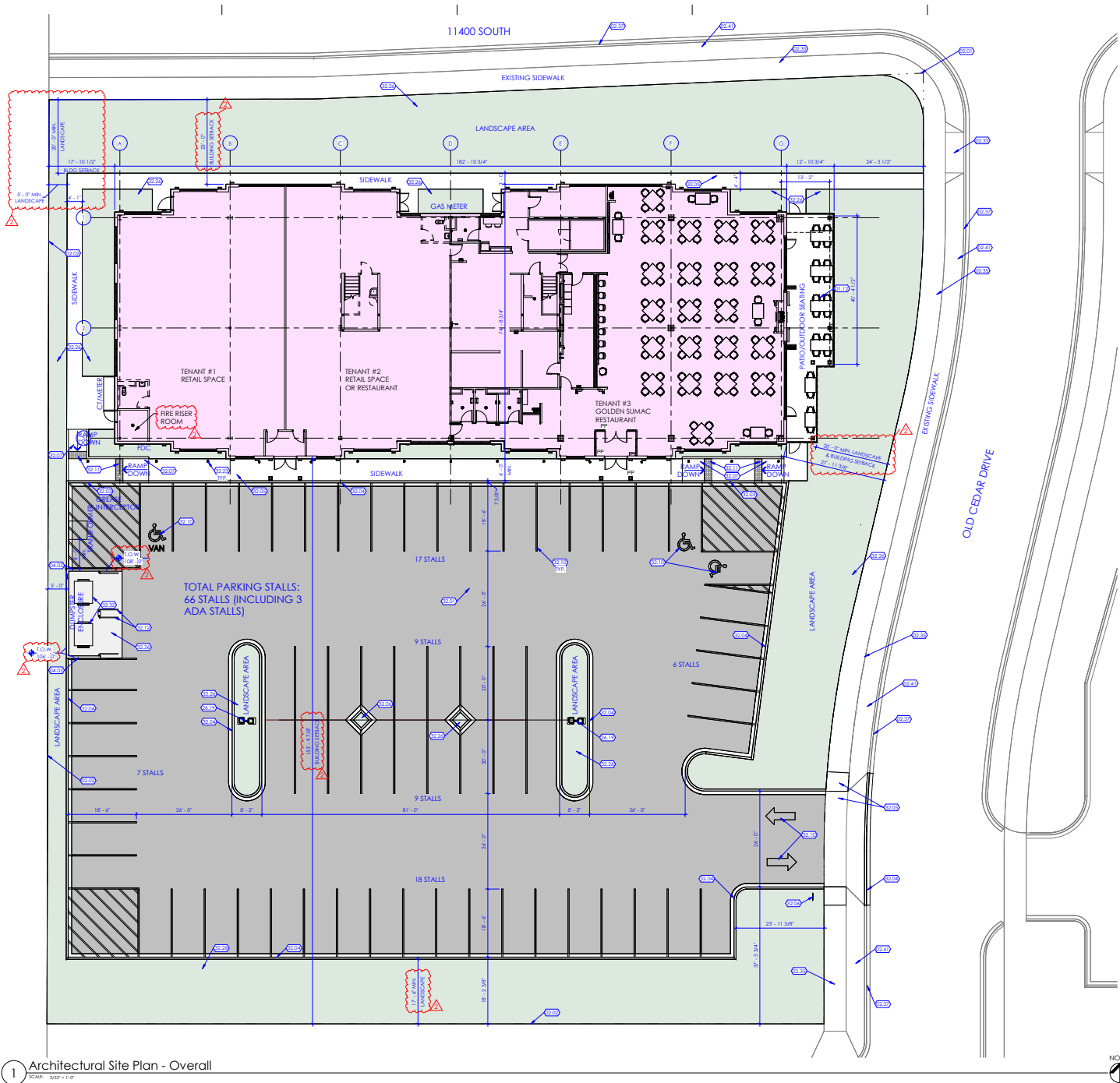
Attachment A



Legend STREETS PARCELS	Aerial Map <i>City of South Jordan</i>	0 50 100 200 300 400 Feet Aerial Imagery 2025 
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Legend STREETS PARCELS	Zoning Map City of South Jordan	0 50 100 200 300 400 Feet Aerial Imagery 2025 
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KEYED NOTES	
01.12	DASHED LINE INDICATES CANOPY ABOVE.
02.12	USE OF PROPERTY LINE.
02.23	WALL, LIGHTS TO REMAIN. PROTECT DURING CONSTRUCTION TO PREVENT DAMAGE.
03.23	CONCRETE RAMP, EXISTING RAMP AND TACTILE WARNING SURFACE TO REMAIN. PROTECT RAMP FROM DAMAGE DURING CONSTRUCTION. FIELD VERIFY LOCATION OF RAMP.
03.35	CONCRETE SIDEWALK, EXISTING TO REMAIN.
03.37	CONCRETE CURB, EXISTING TO REMAIN.
04.1	LANDSCAPING (TREES, SHRUBS, PANELS, GRASS, WOOD CHIPS, DECORATIVE ROCKS, ETC.) EXISTING TO REMAIN.
04.3	CONCRETE MASONRY UNIT (CMU) WALL, RUNNING BOUNDARY 5' 8" W/ 8' 1" S/ 8' 1" S/ 8' 1" S. PLACE COLOR, FINISHING, SEE TECHNICAL DRAWINGS AND DETAIL A401.
04.13	STREET LIGHTS, SEE ELECTRICAL DRAWINGS.
32.01	ASPHALT PAVING, SEE CIVIL DRAWINGS.
32.03	CONCRETE FUSION CURB, SEE DETAIL A2401. SEE CIVIL DRAWINGS.
32.04	CONCRETE CURB AND GUTTERS, SEE DETAIL A2031. SEE CIVIL DRAWINGS.
32.05	CONCRETE SIDEWALK, SEE DETAIL A2031. SEE CIVIL DRAWINGS.
32.06	STOP SIGN, FOLLOW LOCAL GUIDELINES FOR LOCATION AND SIZE.
32.07	CONCRETE RAMP, SEE DETAIL A2031. SEE CIVIL DRAWINGS.
32.08	PAVEMENT MARKINGS, PAINT/ADA WHITE/CHALK GRAPHICS, 4" WIDE PARKING STALLS, SYMBOLS, TEXT, DIRECTIONAL ARROWS, ETC. AS INDICATED ON PLANS, PANELS, AND PAINT COLOR WITH ARCHITECT.
32.11	TACTILE WARNING SURFACE, EMBEDDED DIRECTIONAL WARNING PAVES IN CONCRETE CURBS, SEE DETAIL A401.
32.12	PARTIAL ENCLOSURE GATE, GATE SHALL BE 6' HIGH, AND GALVANIZED, SEE DETAIL A401.
32.13	UPPERED BOLLARD, DECORATIVE TYPE (SEE FINISHINGS) AND GALVANIZED, SEE DETAIL A401.
32.14	LANDSCAPE AREA, SEE LANDSCAPE DRAWINGS.
32.23	TRASH BIN, CONCRETE DUMPSTER PAD, BIN IS NOT IN CONTRACT.
32.24	CONCRETE PAD, 4" THICK OVER 4" DRAINAGE FLEXIBLE PAD SHALL BE 4" THICK AT DUMPSTER, GENERATOR, TRANSFORMER, AND RECYCLING BINS. SLOPE CONCRETE TO SLOES (SEE DETAIL) TO AVOID WATER POOLING, SEE CIVIL DRAWINGS.
Tenant #1 Retail Space 3,107 S.F. Required Parking: 3,000/200 = 16 stalls Tenant #2 Retail + Office Space 5,032 S.F. Required Parking: 3,000/200 = 16 stalls Tenant #3 Restaurant Space 9,283 S.F. Restaurant Parking: 120 seats/4 = 30 stalls Total Parking Provided = 66 stalls (63+3 ADA)	
Overall Building Area Level 1: 13,473 S.F. Overall Building Area Level 2: 3,691 S.F. Total Building Area: 17,164 S.F. Overall Site Area: 56,878 S.F. Overall Parking Lot Area: 22,741 S.F. Overall Landscape Area: 16,134 S.F. (28%)	

GENERAL NOTES

- A. SEE SHEET G003 AND G005 FOR SYMBOLS, GENERAL NOTES AND LEGEND.
- B. SEE SHEET A305A FOR CABINET LEGEND.
- C. SEE SHEET A601A FOR DOOR SCHEDULE.
- D. SEE SHEET A602A FOR WINDOW SCHEDULE.
- E. SEE SHEET A603A FOR FINISH SCHEDULE AND GENERAL NOTES.

MHC Property Management
Golden Plaza

New Site Plan
- Overall

A012

1 Architectural Site Plan - Overall
SCALE: 3/32" = 1'-0"




 CITY COMMENTS: 07/20/21
 CITY COMMENTS: 08/20/21

TBC Line Table			TBC Curve Table					
LA	L	Bearing	CH	L	R	Δ	Chord Bearing	Chord L
L1	15.68	S88° 47' 15.02"E	C1	5.51	3.53	88° 00' 00"	N45° 12' 41"E	4.66
L2	15.06	N0° 12' 41.84"E	C2	0.46	5.91	88° 17' 59"	S88° 40' 09"E	7.51
L3	15.06	N0° 12' 41.84"E	C3	7.81	3.25	88° 00' 00"	S44° 12' 15"E	7.57
L4	60.50	S97° 12' 41.84"W						
L5	37.47	S88° 47' 15.02"E						
L6	19.03	S88° 47' 15.02"E						
L7	78.16	S7° 30' 35.91"W						
L8	12.98	N62° 29' 20.07"W						
L9	1.85	S97° 12' 41.84"W						
L10	32.27	S88° 47' 15.02"E						
L11	7.81	N0° 12' 41.84"E						
L12	20.06	N60° 47' 15.02"W						

1. REFER TO ARCHITECTURAL SITE PLAN FOR DETAIL OF DUMPER ENCLOSURE.
2. REFER TO ELECTRICAL PLANS FOR TRANSFORMER LOCATIONS AND LIGHTING.
3. REFER TO LANDSCAPE PLANS FOR LAYOUT OF PLANTINGS.
4. VERIFY THE SPACES SHOWN FOR BUILDING LOCATIONS WITH ARCH PLANS.
5. ALL PARKING REPAIRS TO MEET REQUIREMENT STANDARDS ON SDC.
6. TRANSITION CURBS FROM STANDARD CURB HEIGHT TO CURB TERMINATION OVER 4" HIGH AT ALL LOCATIONS.
7. REPAIR/CONSTRUCT DRIVE APPROACHES PER CITY STANDARDS.
8. CURVE AND LINE DATA BASED ON THE TOP BACK OF CURB AND FRONT OF SIDEWALK.

City Engineer
City of South Jordan
Approved 09/26/2025
Paul Klawns City Engineer

MHC Property Management
Golden Plaza

1631 West 11400 South
South Jordan, Utah 84095

NJRA Project #	24805.00
100% Construction Documents	March 28, 2025

SITE PLAN

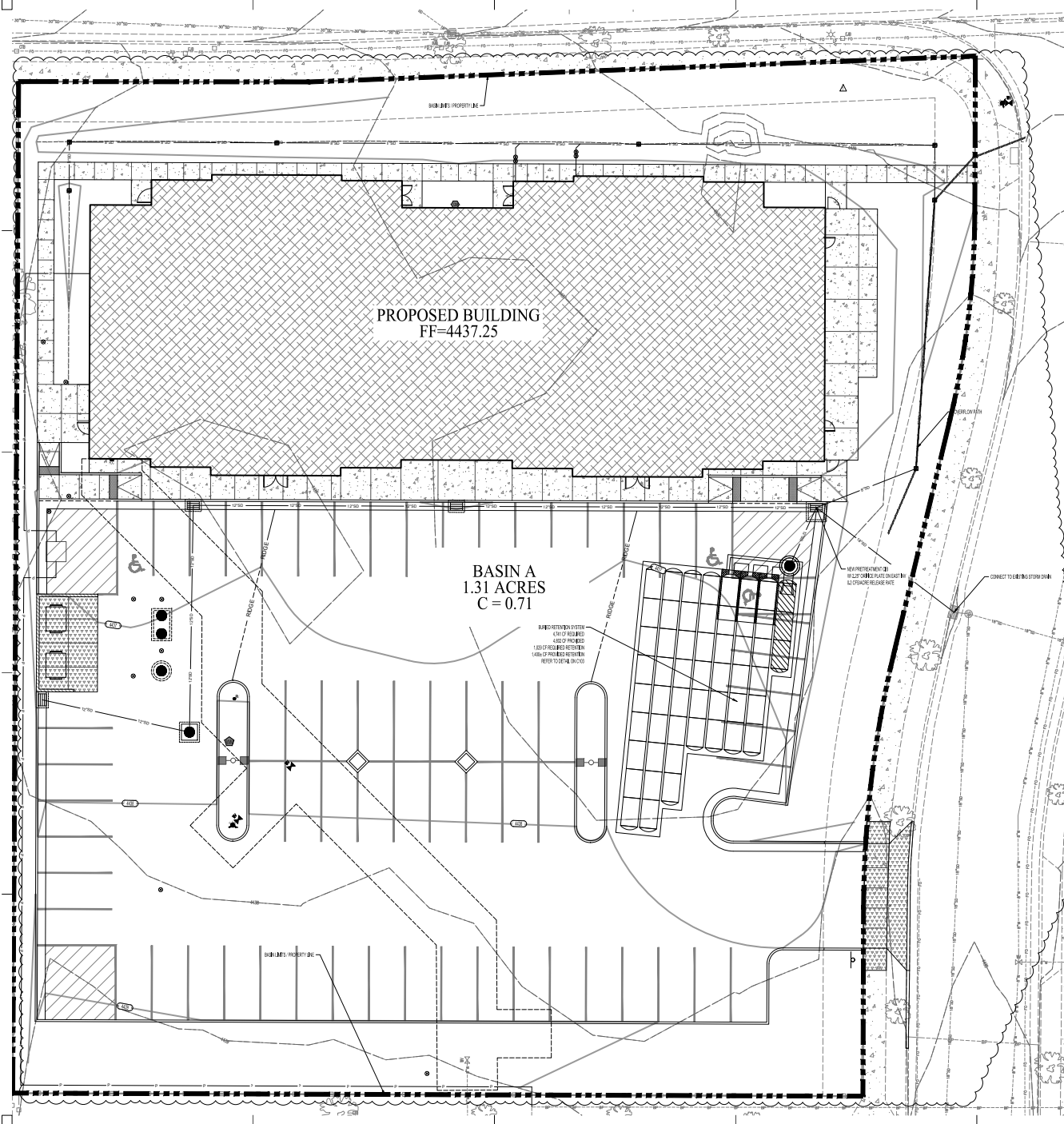
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PROPOSED BUILDING
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City Engineer
City of South Jordan
 Approved 09/26/2025
Beth Klauer City Engineer

- NOTES:
1. SEDIMENT WILL NOT BE ALLOWED INTO RETENTION BASIN DURING CONSTRUCTION AND DURING LANDSCAPE STABILIZATION OF SITES. CONTRACTOR SHALL BE REQUIRED TO CLEAN OR REPLACE RETENTION BASINS THAT ARE NOT MAINTAINED FREE OF SEDIMENT DURING CONSTRUCTION AND DURING STABILIZATION OF ALL LANDSCAPED AREAS.
 2. APPROXIMATED A 100 YEAR STORM EVENT & TO BE DETAINED UNDERGROUND.

HYDROLOGY LEGEND
 --- PERMITTEE

Date: 1/14/2025
 Project Location: Sumac - Hydrologic Calculations

Allowable Release Rate		1.31 Ac.		66,878 Sq Ft	
Total Area	Storm Drain Release Rate	1.31 Ac.	0.20 cfs/acre	66,878 Sq Ft	0.26 cfs
Paved Area:	28,108 SF		C=0.9		
Landscaped Area:	15,361 SF		C=0.2		
Roof Area:	13,408 SF		C=0.9		
Other (Pavers):	0 SF		C=0.5		
TOTAL AREA	56,878 SF		Weighted C= 0.71		

Lapsed Time (Minutes)	Accum. Rainfall (Inches (100 yr))	"C" Factor	Total Runoff Vol. (CF)	Storm Drain Discharge (CF)	Peak Storage (CF)
5	0.540	0.93	1,805	78	1,726
10	0.822	0.93	2,747	157	2,590
15	1.02	0.93	3,429	235	3,194
20	1.37	0.93	4,578	470	4,108
30	1.70	0.93	5,981	940	5,041
60	1.84	0.93	6,149	1,880	4,269
120	1.87	0.93	6,249	2,820	3,429
360	2.00	0.93	6,684	5,641	1,043
720	2.33	0.93	7,787	11,281	0
1,440	2.38	0.93	7,954	22,983	0

REQUIRED DETENTION STORAGE: 4,741 Cu Ft
PROVIDED DETENTION STORAGE: 4,802 Cu Ft

Water Quality Volume --> WQV = Rv*P*PA							
Basin ID	Basin Area (Sq Ft)	Impervious Area (Sq Ft)	Percent Impervious	Rv	Storm Adjustment Factor	Water Quality Volume (Cu Ft)	Water Quality Depth (Feet)
Basin A	56,878	41,516	0.73	0.462	1.00	0.47	1,029

P&H CIB 1 Office Calculation

Basin 1 Area: 1.31 Acre
 Discharge Rate: 0.2 cfs/acre
 Qp = 0.26 cfs
 Rm = 38.40
 Inv = 32.90
 H = 3.50 ft
 A = 0.0290 Sq Ft
 D = 4.2 Sq In
 D = 2.38 in
 1.5" Office Used



Δ 01/08/2025 03:00

MHC Property Management
Golden Plaza
 1081 West 11400 South
 South Jordan, Utah 84095

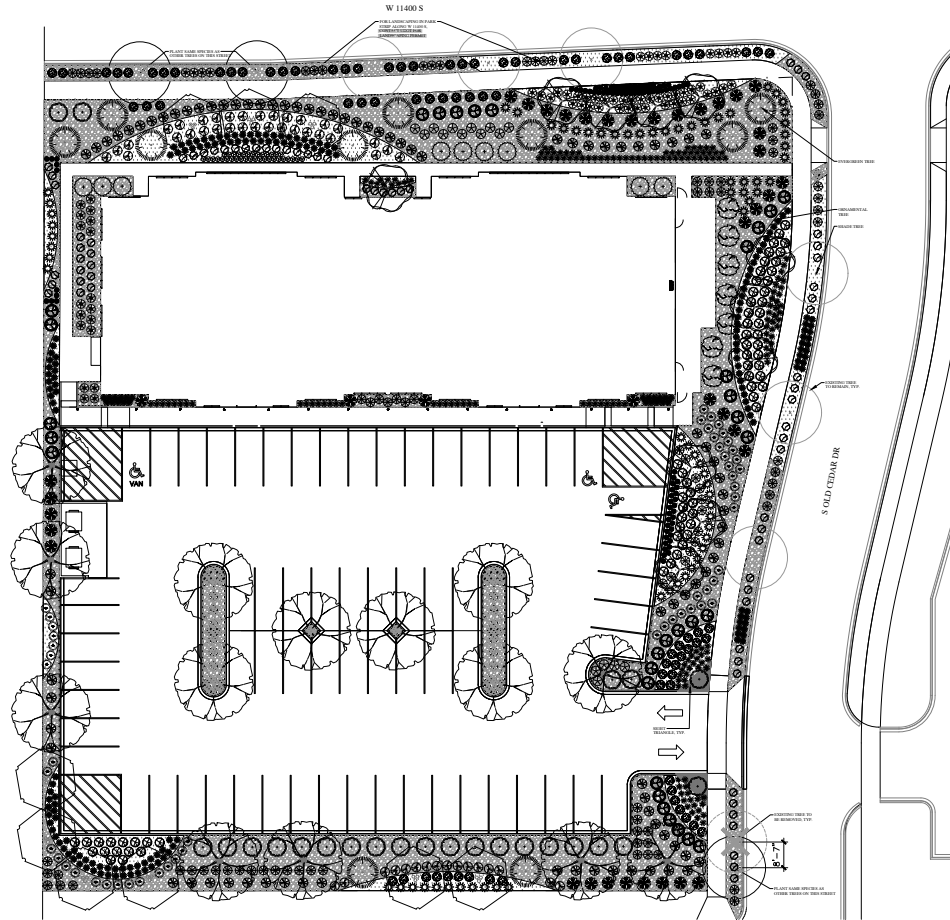
NJRA Project # 24805.00
 100% Construction Documents March 28, 2025

HYDROLOGY PLAN



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DECIDUOUS TREE LEGEND

SYMBOL	BOTANICAL NAME (COMMON NAME)	QTY	SIZE
	ACER GINNALY FLAME [®] FLAME ARBOR MAPLE	9	2" CAL.
	EXISTING TREE	EX	EXISTING
	PRUNUS SARGENTII 'S KINGS' PINK FLAIR FLOWERING CHERRY	11	2" CAL.
	ZELKOVA SERRATA 'S KINGS' ZELEBRATION [®] ZELEBRATION JAPANESE ZELKOVA	14	2" CAL.

EVERGREEN TREE LEGEND

SYMBOL	BOTANICAL NAME (COMMON NAME)	QTY	SIZE
	JUNIPERUS SCOPELORUM 'COLOGREEN' COLOGREEN JUNIPER	7	7 HT.
	PINUS FLEXILIS 'VANDERWOLF PYRAMID' VANDERWOLF LEMBER PINE	10	7 HT.

DECIDUOUS SHRUB LEGEND

SYMBOL	BOTANICAL NAME (COMMON NAME)	QTY	SIZE
	BERBERIS THUNBERGII 'ATRO-PARVA' VIBRONA PUMPKIN RED BARBERRY	66	5 GAL.
	CARYOPTERIS FRONS 'BLUE MIST' BLUE MIST	96	5 GAL.
	CORNUS SERICEA 'KELSEY' RED TWIG DOGWOOD	70	5 GAL.
	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' P2204 LITTLE DOLL	40	5 GAL.
	PRUNUS PISSINIANA 'PINKIE BUTTER' WESTERN SAND CHERRY	24	5 GAL.
	SYRINGA X MANDSCHURICA 'PINKIE BLOSSOMING' BALEET	32	5 GAL.

EVERGREEN SHRUB LEGEND

SYMBOL	BOTANICAL NAME (COMMON NAME)	QTY	SIZE
	EUONYMUS ALATUS 'BOXTWOOD' BOXTWOOD	43	5 GAL.
	PINUS MUGO 'LOW GROUND' MUGO PINE	81	5 GAL.
	TAXUS X MEDIA 'EVERLOW' EVERLOW YEW	9	5 GAL.

ORNAMENTAL GRASS LEGEND

SYMBOL	BOTANICAL NAME (COMMON NAME)	QTY	SIZE
	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS	71	5 GAL.
	PANICUM VIRGATUM 'HOT ROD' P2204 HOT ROD GRASS	52	5 GAL.
	PENNISETUM ALOPECUROIDES 'DANIEL' DANIEL FOUNTAIN GRASS	70	5 GAL.

PERENNIAL LEGEND

SYMBOL	BOTANICAL NAME (COMMON NAME)	QTY	SIZE
	ECHINACEA PURPUREA 'CANOPY' CANOPY ECHINACEA	93	1 GAL.
	GAILLARDIA X GRANDIFLORA 'BANTAM PINK' PINK WHIRLING BUTTERFLIES	160	1 GAL.
	PEROVSKIA ATRORUBRA 'RUSSIAN SAGE' RUSSIAN SAGE	49	1 GAL.
	RUDBECKIA HIRTA 'GOLDSTURM' BLACK EYED SUSAN	16	1 GAL.
	SALVIA NEMOROSA 'MAY NIGHT' WOODLAND SAGE	35	1 GAL.
	YUCCA FILAMENTOSA 'COLOR GUARD' YUCCA	217	1 GAL.

INERT MATERIALS LEGEND

SYMBOL	DESCRIPTION	QTY	SIZE
	ROCK MULCH TYPE 1: 6" DEPTH OF 2" SCREENED CRUSHED ANGULAR ROCK. ROCK TO BE DOUBLE WASHED PRIOR TO PLACING ROCK ON TOP OF WEED BARRIER FABRIC. SEE DETAILS FOR ADDITIONAL INSTALLATION NOTES. ROCK COLOR AND TYPE T.B.D. BY OWNER AND CONTRACTOR DURING SUBMITTAL PROCESS. SUBMIT SAMPLE TO OWNER FOR APPROVAL.	PER PLAN	2"-4"
	ROCK MULCH TYPE 2: 3.4" DEPTH OF 3.4" SCREENED CRUSHED ANGULAR ROCK. ROCK TO BE DOUBLE WASHED PRIOR TO PLACING ROCK ON TOP OF WEED BARRIER FABRIC. SEE DETAILS FOR ADDITIONAL INSTALLATION NOTES. ROCK COLOR AND TYPE T.B.D. BY OWNER AND CONTRACTOR DURING SUBMITTAL PROCESS. SUBMIT SAMPLE TO OWNER FOR APPROVAL.	PER PLAN	3.4"

LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR HEDGING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL BE TIED.
- PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. ANY SUBSTITUTIONS TO BE APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
- NEW AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO BE INSTALLED PRIOR TO LANDSCAPE INSTALLATION TO ENSURE PROPER WATERING OF ALL LANDSCAPE AREAS. REFER TO IRRIGATION PLANS FOR SPECIES.
- SANDY LEAM TOPSOIL TO BE INSTALLED AT THE FOLLOWING DEPTHS: 6-12" IMPORTED SANDY LEAM TOPSOIL, EXCLUDING MIN. 1% HEAVY GRADE DECOMPOSED ORGANIC MATERIAL MIXED INTO TOPSOIL, PRIOR TO BREAKING IN ALL NEW PLANTER AREAS.
- PLANTER BEDS TO BE EXCAVATED AS NECESSARY IN ORDER TO ALLOW FOR TOPSOIL, AMENDMENTS AND MULCH. UNDESIRABLE GRADE OF PLANTER AREAS SHALL BE APPROX. 1" BELOW TOP OF CURB, SIDEWALK, OR OTHER PAVED AREA.
- WEEDIT L&Z WEED BARRIER FABRIC TO BE INSTALLED IN ALL ROCK MULCH AREAS. INSTALL PRE-EMERGENT HERBICIDE TO THE TOP OF THE FABRIC. AFTER INSTALLING PLANTS AND PRIOR TO INSTALLING MULCH. AFTER INSTALLATION OF THE MULCH TO THE CONTRACTOR SHALL EVENLY BREAK OUT A SECOND APPLICATION OF SLOW RELEASE PRE-EMERGENT HERBICIDE. APPLY PRE-EMERGENT HERBICIDE PER MANUFACTURERS RECOMMENDATION.
- IF HIGH WINDS ARE FREQUENT ON SITE, ALL TREES TO BE STAKED AT TIME OF PLANTING. SEE DETAILS FOR SPECIES REMOVAL EXISTING WITHIN FIRST YEAR OR WHEN TREE IS ESTABLISHED.
- SEE ARCHITECT AND CIVIL PLANS FOR ALL BUILDING AND SITE INFORMATION.
- TREES MAY NOT BE TOPPED NOR MAY ANY LANDSCAPE MATERIAL BE REMOVED WITHOUT CITY APPROVAL UNLESS REPLACEMENTS ACCORDANCE WITH THE REQUIREMENTS OF CITY CODE (AND THE MD&I AND THE CONDITIONS OF THE SITE PLAN OR PLAT APPROVAL, IF APPLICABLE).

MHC Property Management
Golden Plaza - Golden Sumac

NJRA Project # 24805.00
100% Construction Documents July 2, 2025
City Comments September 30, 2025

PLANTING
PLAN

LS1.1



SCALE: 1"=16'-0" ON 30X42 SHEET



NJRA Architects, Inc.
5223 S. Ascension Way, Suite 350
Murray, Utah 84123
801.364.9259
www.njraarchitects.com



MHC Property Management
Golden Plaza

NJRA Project # 24805.00
100% Construction Documents March 28, 2025

Exterior
Renderings

A200



1 Isometric 3D View
SCALE



2 Isometric 3D View
SCALE

KEYED NOTES

GENERAL NOTES



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MHC Property Management
Golden Plaza

1631 West 11400 South
South Jordan, Utah 84095

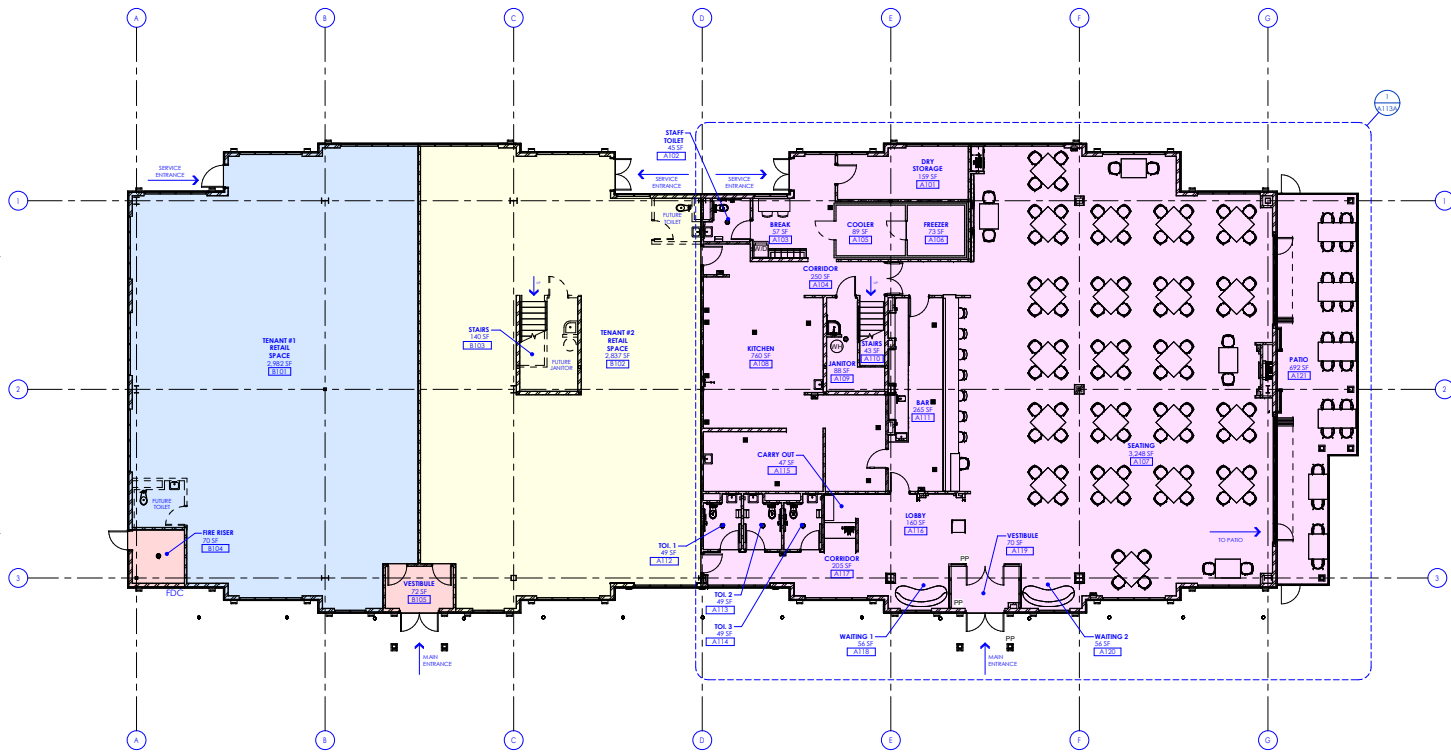
NJRA Project # 24805.00
100% Construction Documents March 28, 2023

Building
Exterior -
Isometric
Views

A201

VIEW & PRINT THIS SHEET IN COLOR FOR CLARITY

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1 Floor Plan Level 1
SCALE: 1/8" = 1'-0"

KEYED NOTES

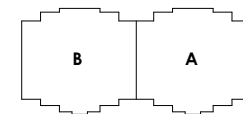
LEGEND

- COMMON AREA
- TENANT #1
- TENANT #2
- TENANT #3

GENERAL NOTES

- A. SEE SHEET 0203 AND 0205 FOR SYMBOLS, GENERAL NOTES AND LEGEND.
- B. SEE SHEET A103A FOR CABINET LEGEND.
- C. SEE SHEET A101A FOR DOOR SCHEDULE.
- D. SEE SHEET A103A FOR WINDOW SCHEDULE.
- E. SEE SHEET A103A FOR FINISH SCHEDULE AND GENERAL NOTES.

KEY PLAN



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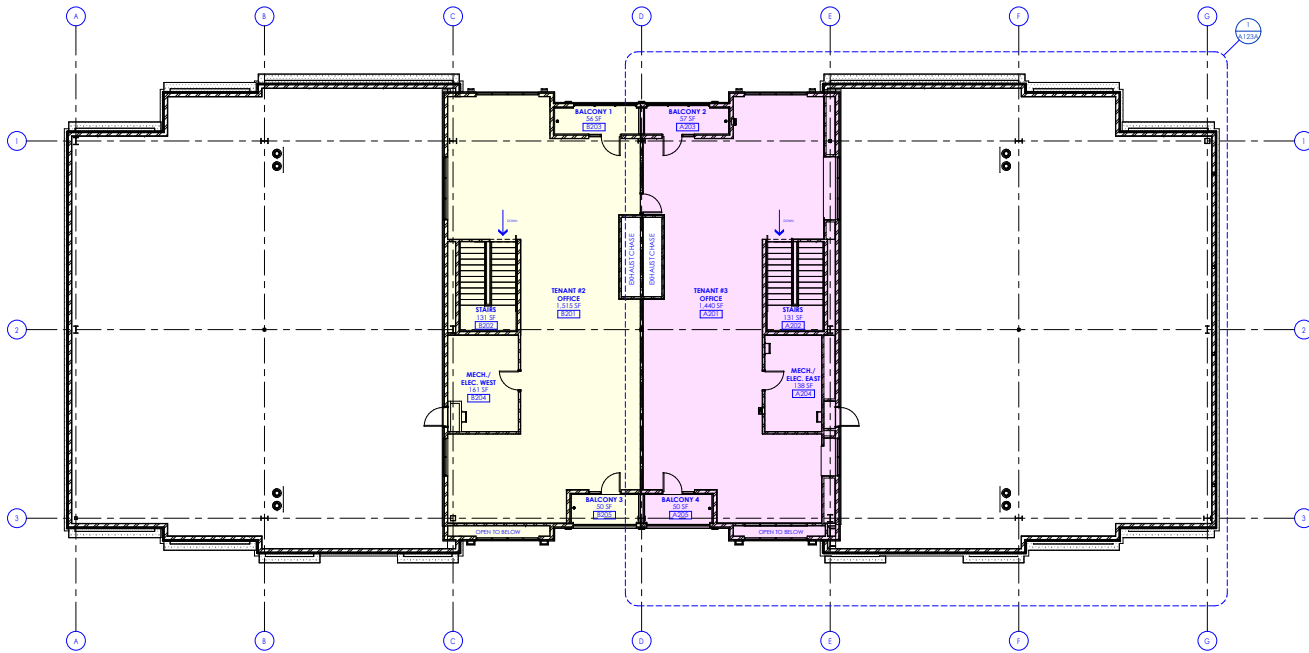
MHC Property Management
Golden Plaza

NJRA Project # 24805.00
100% Construction Documents March 28, 2025

Floor Plan
Level 1 -
Overall

A113

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1 Floor Plan Level 2
SCALE: 1/8" = 1'-0"



KEYED NOTES

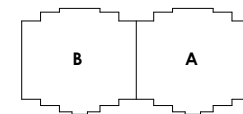
LEGEND



GENERAL NOTES

- A. SEE SHEET 0203 AND 0205 FOR SYMBOLS, GENERAL NOTES AND LEGEND.
- B. SEE SHEET A453A FOR CABINET LEGEND.
- C. SEE SHEET A401A FOR DOOR SCHEDULE.
- D. SEE SHEET A453A FOR WINDOW SCHEDULE.
- E. SEE SHEET A453A FOR FINISH SCHEDULE AND GENERAL NOTES.

KEY PLAN



NJRA Architects, Inc.
5223 S. Ascension Way, Suite 350
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MHC Property Management
Golden Plaza

1431 West 11400 South
South Jordan, Utah 84095

NJRA Project # 24805.00
100% Construction Documents March 28, 2025

Floor Plan
Level 2 -
Overall

A123

**CITY OF SOUTH JORDAN
ARCHITECTURAL REVIEW COMMITTEE MEETING MINUTES
SOUTH JORDAN CITY HALL – MAPLE CONFERENCE ROOM
WEDNESDAY, 24, 2025**



Attendance City Staff: Ty Montalvo, Lori Harding, Jesse Messer, Damir Drozdek, Kathie L. Johnson, Katelynn White

Attendance Applicant(s): *Miguel Monreal, Selavam Rajaelu, Ashley Sudbury*

Minutes Prepared by: *Alina Aguilera*

ARCHITECTURAL REVIEW COMMITTEE MEETING

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

A. GENERAL BUSINESS ITEMS

A.2. GOLDEN PLAZA CENTER

Location: 1631 W. 11400 S.

Applicant: Ashley Sudbury, NJRA Architects

Planner: Damir Drozdek

What are the required steps to move forward with the project?

City staff expressed a concern about mechanical equipment and the city code. A screen's visibility to the street is not the most attractive thing to look at. Applicant addressed this concern, stating that looking in the direction from 11400 South, you wouldn't be able to see the screen. The mechanical equipment is screened and located far enough from the edge that you wouldn't be able to see from the south side sidewalk.

City staff also expressed their concerns about the materials. Applicants expressed that it would be cost-efficient to use stucco. Applicants also expressed how they envision this building to be elevated from the rest that are near the location in terms of architecture. They explained different materials they intend to use (stucco, metal panels and railing) and their location on the building.

City staff expressed concern about the lighting of the building affecting any neighbors. Applicants addressed that there aren't any houses near the building, and there is a street that divides the two. It will help get rid of any lighting concerns with neighbors.

The ARC Committee approves the project. The next step would be to have a meeting with the planning commission on October 14, 2025. If approved, the next step would be to apply for a building permit.

ADJOURNMENT

RECEIVED

APR 27 2019

12962067
04/04/2019 10:43 AM \$0.00
Book - 10766 Pg - 8381-8444C
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: DKA, DEPUTY - WI 64 P.
GTP.

After recording, please send to:

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

South Jordan City
City Recorders Office

Affected Parcel No(s): 27-22-401-038, 27-22-401-039, 27-22-401-042, 27-22-401-035, 27-22-401-043, 27-22-401-037, 27-22-401-036, 27-22-401-032, 27-22-426-030, 27-22-401-011, 27-22-401-019, 27-22-451-002, and 27-22-401-027.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is between the City of South Jordan, a Utah municipal corporation ("City") and Boyer Project Company, L.C., a Utah limited liability company ("Developer"). City and Developer are jointly referred to as the "Parties" and each may be referred to individually as "Party."

RECITALS

WHEREAS, Developer has the contractual right to acquire certain real property identified as Salt Lake County Assessor Parcel Number(s): 27-22-401-038, 27-22-401-039, 27-22-401-042, 27-22-401-035, 27-22-401-043, 27-22-401-037, 27-22-401-036, 27-22-401-032, 27-22-426-030, 27-22-401-011, 27-22-401-019, 27-22-451-002, and 27-22-401-027, which are specifically described in attached **Exhibit A** (the "Property"); and

WHEREAS, the Property is subject to the Planning and Land Use Ordinance of South Jordan City and is located immediately adjacent to 11400 South and just East of Redwood Road; and

WHEREAS, the Property is currently zoned Agricultural, 5 acre lots (A-5 Zone) and Residential, 1.8 lots or units per acre (R-1.8 Zone); and

WHEREAS, Developer desires to develop the Property as an integrated project to be known as Ridgeview @ South Jordan (the "**Project**") consistent with the concept plan attached as **Exhibit B** (the "**Concept Plan**"); and

WHEREAS, in furtherance of Developer's desire to develop the Project, Developer has requested that the Property be rezoned with a base zoning of Redwood Road Mixed Use South Center Zone (the "**MU-South Zone**") and further and subsequently rezoned and made subject to a Planned Development Floating Zone (the "**PD Zone**") to be known as the "MU-South-PD Zone" (attached as **Exhibit C**; and

WHEREAS, the purpose of the PD Zone 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;" and

WHEREAS, Developer and City acknowledge that development in the PD Zone requires a development agreement specific to each area zoned as a PD Zone; and

WHEREAS, the City Council of the City of South Jordan (the “**City Council**”), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and the South Jordan City Municipal Code (the “**City Code**”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to exercise its legislative discretion to enter into this Agreement for the purpose of establishing the MU-South-PD Zone and regulating the development the Project pursuant to the MU-South-PD Zone; and

WHEREAS, Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement comply with the requirements of the PD Zone and provide certainty useful to the Developer and to City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project; and

WHEREAS, this Agreement shall only be valid upon approval of such by the City Council and pursuant to Resolution R2019-01 a copy of which is attached as **Exhibit D**; and

WHEREAS, City and 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 City Council, in its sole legislative discretion, approves both the MU-South Zone as the base zone for the Property and the MU-South-PD Zone as the applicable PD Zone for the Property.

NOW THEREFORE, based on the foregoing recitals and in consideration of the mutual covenants and promises contained and 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 City Code.

B. **Enforceability.** City and Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of Developer relative to the Property shall vest, only if: (i) the City Council in its sole legislative discretion rezones the Property from the A-5 and R-1.8 Zones to the MU-South Zone as the base zone and also rezones the Property with the MU-South-PD Zone as the applicable PD Zone for the Property; and (ii) the Developer acquires fee title to the Property.

C. **Effective Date.** This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party’s signature line (the “Effective Date”).

D. **Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to the MU-South Zone and the PD Zone under the City Code as of the Effective Date. If there is a discrepancy between the requirements of the City Code, including the MU-South Zone or the PD Zone, and this Agreement, this Agreement shall control.

E. **Developer Obligations.**

1. Uses.

a. Developer shall develop and use the Property in accordance with the

requirements of the Ridgeview @ South Jordan Master Development Plan attached hereto as **Exhibit E** (the “**Ridgeview MDP**”), which Ridgeview MDP incorporates the Concept Plan and sets forth permitted and conditional uses of the Property, as well as specific requirements pertaining to applicable set-backs, height limitations and other development standards. Except as specifically provided below, Commercial Pads A-D, as shown on the Concept Plan, may be developed and used in accordance with the “Permitted and Conditional Uses: Ridgeview” identified in the Ridgeview MDP. Notwithstanding any other provision in the MU-South Zone or the Ridgeview MDP to the contrary, the following uses are not allowed as either a permitted or a conditional use on Commercial Pads A-D: automotive repairs; automotive services; bed and breakfast lodging; gas stations, convenience stores; commercial laundry; lumber, building materials, and landscaping retail sales yards; and self-storage facilities. Upon the written request of the Developer and subject to the City Council’s approval, Commercial Pad E may be used for “Permitted and Conditional Uses: Ridgeview” identified in the Ridgeview MDP. Until such request is made and approval is granted, Commercial Pad E shall be used solely for open space and a storm water retention facility serving the Project. The following residential uses are specifically allowed as permitted uses in the Project, all as more specifically shown on the Concept Plan: single-family dwellings and multiple-family dwellings; provided, however, the over-all residential density of the Project shall not exceed seven (7) units per acre.

b. The final plat for the Project shall contain the following language in a note: *The development of the commercial and residential lots created pursuant this plat is governed by a development agreement recorded on _____, which contains the master development plan and design standards for such lots, each as applicable and as more fully set forth in the development agreement and the master development plan.*

2. Circulation and Connectivity.

a. Prior to site plan/subdivision approval, a public right-of-way access shall be acquired by the Developer connecting the Property to Redwood Road as illustrated on the Concept Plan. The City Engineer or Fire Code Official may require temporary turn-arounds between the various phases of the Project.

b. The Project shall provide a street stub to the adjoining property located to the south as generally depicted on the Concept Plan.

c. At subdivision application, the Developer shall cause a traffic impact analysis to be conducted by a third party traffic engineer approved by the City. If warranted, as reasonably determined by the City Engineer, the Developer shall install or escrow an estimated amount of \$250,000 for a signal at 11400 South near the South Jordan Canal.

d. Fencing between commercial and residential elements of the Project shall be a solid decorative masonry material and be between six and eight feet tall. Fencing along the South Jordan Canal shall be a six foot tall privacy vinyl or other acceptable type and material as determined by the City’s Planning Commission at subdivision review. Fencing along the Riverton City boarder shall be a solid decorative

masonry material and be six feet tall.

e. A storm water maintenance agreement shall be required for all storm water facilities located within the Project.

f. The Developer shall include traffic calming measures throughout the Project as determined by the City Engineer

g. The Developer shall work with both the City and the City of Riverton to produce and record the necessary documents in order to adjust property lines and City boundary lines along the south side of the Property.

3. Development Plan and Architectural Standards.

a. The Project shall be developed in accordance with the Ridgeview MDP.

b. The architectural standards for the Project shall be those outlined in the "Ridgeview @ South Jordan Design Guidelines (the "**Design Guidelines**")", a copy of which are attached hereto as **Exhibit F**. The Project shall be developed in accordance with the Design Guidelines.

c. In addition to the MDP and the Design Guidelines, at least 50% of the townhomes must have two-vehicle garages and the remaining townhomes must have at least a one-vehicle garage.

4. Minimum Commercial Development Square Footage.

a. Developer shall have the right and obligation to develop or cause to be developed not less than 25,000 rentable square feet of indoor permitted or conditional commercial uses on Commercial Pads A-D (the "**Commercial Development Minimum**"). City acknowledges that the timing or phasing of such commercial development is subject to market demand, and therefore such timing or phasing shall be in the sole discretion of the Developer.

b. The Commercial Development Minimum shall be calculated in the aggregate, meaning that such calculation shall take into account the rentable indoor square footage of all buildings developed on all of Commercial Pads A-D.

c. Development of more than 50,000 rentable square feet of indoor permitted or conditional commercial uses on Commercial Pads A-D will require an amended traffic study and separate City Council approval prior to the commencement of construction of any building on Commercial Pads A-D that will cause the aggregate indoor square footage on Commercial Pads A-D to exceed 50,000 square feet.

F. **Minor Changes.**

1. The Planning Department, after conferring with the City Manager, may approve minor modifications to the Developer Obligations in Sections E.1, E.2, and E.4

which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.

2. The Planning Commission may approve minor modifications to the Ridgeview MDP which are necessary or advantageous in facilitating more desirable function and aesthetics of the Project.

G. City Obligations.

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

2. Review of Architecture Review Committee (ARC). As outlined in the Design Guidelines, the ARC shall review each home design with respect to the Property in a timely manner, consistent with the Design Guidelines, City Code, and the ARC's routine review practices, which review and approval should not be unreasonably withheld.

3. Provision of City Services. The City agrees that it shall make available to the Property (subject to application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer and storm water sewer, garbage collection and snow removal on public streets and such other services as are provided by the City to its citizens generally.

H. 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 Project during the term of this Agreement in accordance with: (i) the MU-South-PD Zone designation and the Ridgeview MDP; (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 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 City all of its police power that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in City and Salt Lake County; and, unless in good faith 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.

I. **Term.** This Agreement 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 ten (10) years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

J. 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 ten days before the date on which the change is to become effective:

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

If to Developer: Boyer Project Company, L.C.
 c/o The Boyer Company, L.C.
 101 South 200 East, Suite 200
 Salt Lake City, Utah 84111

2. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two 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 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 City warrant to each other that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each individual is signing. Developer represents to City that by entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of this 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 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 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 this 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 either Party breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available both at law and in equity.

11. Attorney's Fees and Costs. If either Party brings legal action either because of a breach of this Agreement or to enforce a provision of this 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 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 Developer and 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 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 this Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

To evidence the Parties' agreement to this Agreement, each Party has executed it on the date stated under that Party's name, with this Agreement being effective on the date stated in Section C.

[SIGNATURE PAGE FOLLOWS]

CITY OF SOUTH JORDAN

Approved as to form:

Signature: _____

By: _____

Its: _____

Date: _____

Dawn R. Ramsey
Dawn R. Ramsey

Mayor

1-16-2019



State of Utah)

:ss

County of Salt Lake)

On this 16 day of January, 2019, personally appeared before me Dawn R. Ramsey (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he she is the Mayor of the City of South Jordan and that said document was signed by him her in behalf of said Corporation by Authority of its Bylaws or by Resolution, and said Dawn R. Ramsey (name of document signer) acknowledged to me that said Corporation executed the same.

Anna M. West
Notary Public



DEVELOPER

BOYER PROJECT COMPANY, L.C.,
a Utah limited liability company, by its Manager,

The Boyer Company, L.C.

Signature: Nathan R. Boyer
By: NATHAN R. BOYER
Its: MANAGER
Date: JAN 7, 2019

State of Utah)
County of Salt Lake)
:ss

On this 8th day of January, 2019, personally appeared before me Nathan R. Boyer (name of document signer), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of Boyer Project Company, L.C., a Utah limited liability company, and that said document was signed by him/her in behalf of said limited liability company by authority of its Operating Agreement or by Resolution, and said manager (name of document signer) acknowledged to me that said limited liability company executed the same.



Beverly Bott
Notary Public

EXHIBIT A

LEGAL DESCRIPTIONS
PREPARED FOR THE BOYER COMPANY
BOYER & BROWN PARCELS
SOUTH JORDAN, UTAH
(March 28, 2019)
18-346

COMPOSITE LEGAL DESCRIPTION

Located in the SE1/4 of Section 22 of Township 3 South, Range 1 West, Salt Lake Base and Meridian. Comprised of Thirteen (13) parcels identified by Salt Lake County Tax Id. Numbers 27-22-451-002, 27-22-401-011, 27-22-401-019, 27-22-401-027, 27-22-426-030, 27-22-401-032, 27-22-401-035, 27-22-401-036, 27-22-401-037, 27-22-401-038, 27-22-401-039, 27-22-401-042 & 27-22-401-043, being more particularly described as follows:

Beginning at a point on the southerly right of way line of 11400 South Street as established by UDOT Project SP-15-7(156)293, being S89°56'45"E 293.00 feet along the quarter section line and S00°07'35"W 49.54 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point is also 62.61 feet perpendicularly distant southerly from the design line of said project, opposite approximate engineer station 180+61.53, and running thence along said southerly right of way the following seven (7) courses, (1) Easterly along the arc of a 7,940.00 feet radius non-tangent curve to the right (radius bears: S00°20'54"E) 1.04 feet through a central angle of 00°00'27" (chord: N89°39'20"E 1.04 feet); thence (2) N89°51'38"E 71.28 feet; thence (3) N87°33'42"E 251.19 feet; thence (4) S89°28'00"E 156.98 feet; thence (5) Easterly along the arc of a non-tangent curve to the right having a radius of 7,951.00 feet (radius bears: S01°05'55"W) a distance of 104.18 feet through a central angle of 00°45'03" Chord: S88°31'34"E 104.18 feet; thence (6) S88°08'57"E 219.65 feet; thence (7) along the arc of a curve to the left with a radius of 8,049.00 feet a distance of 189.30 feet through a central angle of 01°20'51" Chord: S88°49'22"E 189.29 feet to a point being 49.00 feet perpendicularly distant southerly from the design line of said project, opposite approximate engineer station 190+56.18; thence S34°00'00"E 67.04 feet; thence North 55.34 feet to said southerly right of way line being 49.00 feet perpendicularly distant southerly from the design line of said project; thence Easterly along the arc of a non-tangent curve to the left having a radius of 8,049.00 feet (radius bears: N00°14'11"E) a distance of 25.76 feet through a central angle of 00°11'00" Chord: S89°51'19"E 25.76 feet along said southerly right of way line to the easterly line of the South Jordan Canal as defined in a Special Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12392264, Book 10489, Page 3855; thence along said easterly line the following six (6) courses, (1) S29°17'25"E 91.65 feet; thence (2) S24°33'50"E 206.80 feet; thence (3) S16°26'05"E 42.89 feet; thence (4) S03°20'12"E 50.82 feet; thence (5) S07°56'04"W 98.58 feet; thence (6) S20°19'11"W 37.30 feet to the north line of Jordan Hills Estates Subdivision on file in the Salt Lake County Recorder's office at Entry No.3298207, Book 79-6, Page 225; thence West 146.06 feet along said northerly line to an easterly deed line of a Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12786791, Book 10681, Page 9189; thence along said deed S00°07'35"W 795.49 feet to a point on a line established by a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.12948351, Book 10759, Page 9721; thence along said boundary line agreement the following four (4) courses, (1) S89°56'45"W 138.24 feet to the westerly right of way line of the South Jordan Canal as determined by survey and described by a Deed on file in the Salt Lake County Recorder's office at Book "X", Page 277; thence (2) along said westerly line S01°15'55"W 52.91 feet to an existing fence line; thence (3) N87°08'45"W

341.00 feet; thence (4) S36°31'55"W 299.62 feet to a point on a line established by a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.12948352, Book 10759, Page 9728; thence along said boundary line agreement the following three (3) courses, (1) S36°31'55"W 239.76 feet; thence (2) S84°14'08"W 45.26 feet; thence (3) S89°50'39"W 112.79 feet to the southeast corner of Poole Subdivision on file in the Salt Lake County Recorder's office at Entry No.6841151, Book 98-1P, Page 15; thence N00°09'33"E 833.12 feet along the easterly line of said Subdivision; thence N89°54'47"W 314.00 feet to the easterly right of way line of Redwood Road as established by UDOT Project SP-0068(24)43, said point is 53.00 feet perpendicularly distant easterly from the design line of said project, opposite approximate engineer station 126+66.12; thence N00°09'33"E 25.00 feet along said easterly right of way line to a southerly deed line of a Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12786791, Book 10681, Page 9189; thence along said deed line the following five (5) courses, (1) S89°57'12"E 222.60 feet; thence (2) N00°07'33"E 353.00 feet; thence (3) N89°56'45"W 30.05 feet; thence (4) N00°07'35"E 162.00 feet; thence (5) N89°56'45"W 191.25 feet to the easterly right of way line of Redwood Road as established by UDOT Project SP-0068(24)43, said point is 54.00 feet perpendicularly distant easterly from the design line of said project, opposite approximate engineer station 136+22.38; thence N00°09'33"E 10.00 feet along said easterly right of way line to a southerly deed line of a Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12786791, Book 10681, Page 9189; thence along said deed line the following two (2) courses, (1) S89°56'45"E 239.25 feet; thence (2) N00°07'35"E 383.46 feet to the point of beginning.

Overall Contains: 35.91 acres+/-

Less and Excepting the South Jordan Canal, as determined by survey and described by a deed, recorded December 21, 1883, Book "X", Page 277, being Sixty-six (66') feet in width, being that portion of the canal located in the W1/2 of the SE1/4 of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being the intersection of the westerly right of way line of said South Jordan Canal and the westerly line of Jordan Hills Estates Subdivision on file in the Salt Lake County Recorder's office at Entry No.3298207, Book 79-6, Page 225, said point of beginning being S89°56'45"E 1,322.17 feet along the quarter section line and South 738.37 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence S00°07'35"W 157.54 feet along said westerly line of Jordan Hills Estates Subdivision to the easterly right of way line of said South Jordan Canal; thence along said easterly right of way line the following two (2) courses, (1) Southerly along the arc of a non-tangent curve to the left having a radius of 867.00 feet (radius bears: S66°41'45"E) a distance of 333.49 feet through a central angle of 22°02'20" Chord: S12°17'05"W 331.44 feet; thence (2) S01°15'55"W 121.45 feet; thence S89°56'45"W 66.02 feet to the westerly right of way line of said South Jordan Canal; thence along said westerly right of way line the following three (3) courses, (1) N01°15'55"E 122.97 feet; thence (2) along the arc of a curve to the right with a radius of 933.00 feet a distance of 387.40 feet through a central angle of 23°47'26" Chord: N13°09'38"E 384.63 feet; thence (3) N25°03'21"E 116.36 feet to the point of beginning. Canal Contains: 0.82 acres+/-

Overall Less Canal Contains: 35.09 acres+/-

Of which 0.54 acre+/- is east of the canal,
and 0.58 acre+/- is encumbered with a canal easement.

Exhibit A to Development Agreement

Page 2 of 4

ZONING LEGAL DESCRIPTION (less canal)

Located in the SE1/4 of Section 22 of Township 3 South, Range 1 West, Salt Lake Base and Meridian. Comprised of seventeen (17) parcels identified by Salt Lake County Tax Id. Numbers 27-22-451-002, 27-22-401-011, 27-22-401-030, 27-22-401-032, 27-22-401-035, 27-22-401-036, 27-22-401-037, 27-22-401-038, 27-22-401-039, 27-22-401-042 & 27-22-401-043, being more particularly described as follows:

Beginning at a point on the southerly right of way line of 11400 South Street, being S89°56'45"E 293.00 feet along the quarter section line and S00°07'35"W 49.54 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said southerly right of way the following seven (7) courses, (1) Easterly along the arc of a 7,940.00 feet radius non-tangent curve to the right (radius bears: S00°20'54"E) 1.04 feet through a central angle of 00°00'27" (chord: N89°39'20"E 1.04 feet); thence (2) N89°51'38"E 71.28 feet; thence (3) N87°33'42"E 251.19 feet; thence (4) S89°28'00"E 156.98 feet; thence (5) Easterly along the arc of a non-tangent curve to the right having a radius of 7,951.00 feet (radius bears: S01°05'55"W) a distance of 104.18 feet through a central angle of 00°45'03" Chord: S88°31'34"E 104.18 feet; thence (6) S88°08'57"E 219.65 feet; thence (7) along the arc of a curve to the left with a radius of 8,049.00 feet a distance of 189.30 feet through a central angle of 01°20'51" Chord: S88°49'22"E 189.29 feet; thence S34°00'00"E 67.04 feet; thence S29°17'54"E 54.00 feet; thence S24°33'50"E 201.24 feet; thence S16°26'05"E 33.69 feet; thence S03°20'12"E 40.25 feet; thence S07°56'04"W 88.32 feet; thence S20°19'11"W 50.26 feet; thence West 93.28 feet; thence S00°07'35"W 192.74 feet; thence S25°03'21"W 116.36 feet; thence along the arc of a curve to the left with a radius of 933.00 feet a distance of 387.40 feet through a central angle of 23°47'26" Chord: S13°09'38"W 384.63 feet; thence S01°15'55"W 175.87 feet; thence N87°08'45"W 341.00 feet; thence S36°31'55"W 539.38 feet; thence S84°14'08"W 45.26 feet; thence S89°50'39"W 112.79 feet; thence N00°09'33"E 833.33 feet; thence S89°56'45"E 91.56 feet; thence N00°07'35"E 550.00 feet; thence N89°56'45"W 165.00 feet; thence N00°07'35"E 383.46 feet to the point of beginning.

Contains: 31.37 acres+/-

LAND USE LEGAL DESCRIPTION (less canal)

Located in the SE1/4 of Section 22 of Township 3 South, Range 1 West, Salt Lake Base and Meridian. Comprised of seventeen (17) parcels identified by Salt Lake County Tax Id. Numbers 27-22-451-002, 27-22-401-011, 27-22-401-030, 27-22-401-032, 27-22-401-036 & 27-22-401-037, being more particularly described as follows:

Beginning at a point on the southerly right of way line of 11400 South Street, being S89°56'45"E 966.85 feet along the quarter section line and S00°07'35"W 45.07 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said southerly right of way the following two (2) courses, (1) S88°08'57"E 130.13 feet; thence (2) along the arc of a curve to the left with a radius of 8,049.00 feet a distance of 189.30 feet through a central angle of 01°20'51" Chord: S88°49'22"E 189.29 feet; thence S34°00'00"E 67.04 feet; thence S29°17'54"E 54.00 feet; thence S24°33'50"E 201.24 feet; thence S16°26'05"E 33.69 feet; thence S03°20'12"E 40.25 feet; thence S07°56'04"W 88.32 feet; thence S20°19'11"W 50.26 feet; thence West 93.28 feet; thence S00°07'35"W 192.74 feet; thence S25°03'21"W 116.36 feet; thence along the arc of a curve to the left with a radius of 933.00 feet a distance of 387.40 feet through a central angle of 23°47'26" Chord: S13°09'38"W 384.63 feet; thence S01°15'55"W 175.87 feet; thence N87°08'45"W 341.00 feet; thence S36°31'55"W 539.38 feet; thence S84°14'08"W 45.26 feet; thence S89°50'32"W 112.79 feet; thence N00°09'33"E 833.33 feet; thence S89°56'45"E 91.56 feet; thence N00°07'35"E 550.00 feet; thence S89°56'45"E 508.85 feet; thence N00°07'35"E 387.93 feet to the point of beginning.

Contains: 25.33 acres+/-

EXHIBIT B

(Concept Plan)

OPTION A
1 ADDITIONAL UNIT

OPTION B
7 ADDITIONAL UNITS

OPTION C
UNIQUE AUTO BODY LAND SWAP
4 ADDITIONAL UNITS

OPTION D
5TH COMMERCIAL PAD

OPTION E
COMMERCIAL PAD FOOTPRINTS
1-1400 SOUTH

REDWOOD ROAD ALTERNATIVE CONNECTION

BOYER

RIDGEVIEW
@ SOUTH JORDAN

FOCUS
ENGINEERING AND SURVEYING, LLC
1100 SOUTH
1400 SOUTH

NO.	DATE	DESCRIPTION
1	11/11/2021	1100 SOUTH
2	11/11/2021	1400 SOUTH
3	11/11/2021	1100 SOUTH
4	11/11/2021	1400 SOUTH
5	11/11/2021	1100 SOUTH
6	11/11/2021	1400 SOUTH
7	11/11/2021	1100 SOUTH
8	11/11/2021	1400 SOUTH
9	11/11/2021	1100 SOUTH
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89	11/11/2021	1100 SOUTH
90	11/11/2021	1400 SOUTH</

ALTERNATIVES PLAN		817-516-0170, Ex. 275-5	
#	DATE	REMARKS	
1	10/1/01	10/1/01	
2	10/1/01	10/1/01	
3	10/1/01	10/1/01	
4	10/1/01	10/1/01	
5	10/1/01	10/1/01	
6	10/1/01	10/1/01	
7	10/1/01	10/1/01	
8	10/1/01	10/1/01	

EXHIBIT C

(Redwood Road Mixed Use South with Planned Development Floating Zone)

Chapter 17.54

REDWOOD ROAD MIXED USE (MU) ZONES

17.54.010: PURPOSE:

17.54.020: ZONING MAP DESIGNATIONS:

17.54.030: USES:

17.54.040: SITE PLAN/PLAT APPROVAL:

17.54.050: ZONE AND PROJECT AREA:

17.54.060: LOT FRONTAGE, WIDTH AND COVERAGE:

17.54.070: YARD REQUIREMENTS:

17.54.080: OPEN SPACE:

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

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

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

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

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

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

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

17.54.160: LANDSCAPING:

17.54.170: ARCHITECTURAL STANDARDS:

17.54.180: PARKING AND ACCESS:

17.54.190: FENCING, SCREENING AND CLEAR VISION:

17.54.200: LIGHTING:

17.54.210: OTHER REQUIREMENTS:

17.54.220: MAP:

17.54.010: PURPOSE:

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

17.54.020: ZONING MAP DESIGNATIONS:

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

MU-Ngate	Mixed Use-North Gateway Zone
MU-R&D	Mixed Use-Research and Development Zone
MU-City	Mixed Use-City Center Zone
MU-Hist	Mixed Use-Historic and Landmark Zone
MU-Comm	Mixed Use-Community Center Zone
MU-South	Mixed Use-South Center Zone
MU-Sgate	Mixed Use-South Gateway Zone

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

17.54.030: USES:

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

- A. Only allowed permitted, conditional or accessory uses as set forth in this chapter may be conducted in the MU zones. A conditional use permit must be obtained prior to the establishment of a conditional use. Sexually oriented businesses are prohibited in the MU zones.
- B. All uses established in the MU zones shall be conducted within completely enclosed buildings, except those uses deemed, through conditional use approval, to be customary "outdoor" uses such as recreation, garden nursery, lumberyards or other similar uses.
- C. Accessory uses and buildings are permitted in the MU zones only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, parking areas, utility and loading areas and other buildings and activities which are incidental and subordinate to the permitted or conditional use on the premises. Accessory buildings in residential developments shall meet requirements for residential zones found elsewhere in this title.
- D. There shall be no open storage of trash, debris, used, wrecked or neglected materials, equipment or vehicles in MU zones. No commercial materials, goods or inventory may be stored in open areas in MU zones, except for temporary display items which are removed daily and which may be located only on private property no closer than ten feet (10') from any public right-of-way. No more than twelve (12) small party balloons and six (6) weatherproof placards, each not exceeding two feet (2') square per business, may be attached to the displays and shall be removed daily with the displays. All other signs and devices are prohibited. Outdoor storage of inventory or products such as firewood, water softener salt, garden supplies and building materials is permitted only in screened areas approved for such purpose with site plan review.
- E. No vehicle, boat or trailer, or parts thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, attended or not, may be parked or stored in MU zones for longer than seventy two (72) hours unless stored within a completely enclosed building or opaque fence enclosure which completely obscures said vehicle or parts from public view. No more than two (2) such vehicles may be so stored on a lot in MU zones. No commercial vehicles such as earthmoving or material handling equipment, semitrucks or trailers or any commercial truck, trailer or vehicle may be stored in MU zones for longer than seventy two (72) hours, except in conjunction with an approved use or approved development or construction activities on the property.
- F. Watercraft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an MU zone, except that said vehicles may be stored temporarily in front or street side yards for no longer than seventy two (72) hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front line of the main building and at least eight feet (8') from the street right-of-way line and if enclosed with a six foot (6') high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in MU zones, except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than seven (7) days per calendar year.
- G. Home occupations may be licensed in any residence in MU zones according to provisions of title 5, chapter 5.38 of this Code.
- H. Religious activities may be allowed in MU zones with approval of a conditional use permit. (Ord. 2018-14, 7-17-2018)

17.54.040: SITE PLAN/PLAT APPROVAL:

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

17.54.050: ZONE AND PROJECT AREA:

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

concept plan. If the applicant proceeds with the site plan application, the concept plan may be considered by the Planning Commission in approving or denying the site plan for the project. Any project under five (5) acres in area shall be a conditional use in the MU zones. (Ord. 2016-05, 5-3-2016)

17.54.060: LOT FRONTAGE, WIDTH AND COVERAGE:

A. No minimum lot width is required for lots in MU zones, except for single-family lots developed to R-2.5 standards which shall have a minimum width of ninety feet (90') measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line.

B. Each lot developed to R-2.5 standards shall abut the right-of-way line of a public street a minimum distance of ninety feet (90'), except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right-of-way a minimum distance of fifty feet (50').

C. All developments not meeting R-2.5 standards shall abut a public street a minimum distance of one hundred fifty feet (150').

D. Side property lines shall be within five degrees (5°) of perpendicular to the front lot line.

E. No maximum lot coverage by buildings is required in the MU zones, except for single-family (R-2.5 standards) residential development, in which case the maximum lot coverage shall be forty percent (40%). (Ord. 2016-05, 5-3-2016)

17.54.070: YARD REQUIREMENTS:

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

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

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

B. Office and institutional:

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

C. Retail:

Front and street side	20	feet (landscaped)
Project perimeter adjacent to office use	5	feet (landscaped)
Project perimeter adjacent to retail use	0	feet
Project perimeter adjacent to multi-family residential use	10	feet (landscaped)
Project perimeter adjacent to single-family residential use	15	feet (landscaped)
Between buildings	0	feet

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

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

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

17.54.080: OPEN SPACE:

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

Multi-family residential	16 percent of gross area
Office, plant or institutional	15 percent of gross area
Retail	None
Single-family residential (R-2.5 Zone standards)	None

(Ord. 2018-12, 7-17-2018)

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

A. Purpose: The Mixed Use-North Gateway Zone (MU-Ngate) is established to encourage primarily residential development which is representative of the residential character and lifestyle of the City. This zone will serve to identify and distinguish the City at the north boundary on Redwood Road.

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

Single-family residential development R-2.5 standards.

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

Active parks, recreation facilities.

Group daycare.

Medical or dental office.

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

Office service.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

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

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

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

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

Office service.

Research and development facilities.

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

Group daycare.

High tech light manufacturing, warehousing and distribution.

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

Offices with customers on the premises.

Project smaller than five (5) acres.

Public or quasi-public uses.

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

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

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

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

Health, beauty and fitness services.

Offices with customers on the premises.

Retail uses.

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

Active parks, recreation facilities.

Assisted living centers, maximum two (2) stories.

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

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

Banks, credit unions, financial institutions.

Bed and breakfast inn.

Business services.

Care centers, maximum two (2) stories.

Cultural facilities.

Drive-through facilities for allowed uses.

Educational and training activities.

Entertainment, amusement.

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

Fast food with no eating accommodations.

Gas stations, convenience stores.

Group daycare center.

Laundry.

Lumber, building materials and landscaping retail sales yards.

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

Office service.

Passive parks.

Pharmacy.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Restaurants.

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

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

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

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

Bed and breakfast lodging.

Minor retail uses.

Restaurants.

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

Active parks, recreational activities.

Cultural facilities.

Minor business services.

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

Office service.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

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

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

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

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

Cultural facilities.

Office service.

Restaurants.

Retail business.

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

Active parks, recreational facilities.

Buildings for religious activities.

Drive-through service.

Group daycare.

Health, beauty and fitness services.

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

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

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

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



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

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

Health, beauty and fitness services.

Offices with customers on the premises.

Restaurants.

Retail uses.

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

Active parks, recreational facilities.

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

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

Banks, credit unions, financial institutions.

Bed and breakfast lodging.

Business services.

Cultural facilities.

Drive-through service.

Educational and training activities.

Entertainment, amusement.

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

Fast food with no eating accommodations.

Gas stations, convenience stores.

Group daycare center.

Laundry.

Lumber, building materials and landscaping retail sales yards.

Office or commercial PUD or condominium.

Office service.

Passive parks.

Pharmacy.

Project smaller than five (5) acres.

Public or quasi-public facilities.

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

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

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

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

Office service.

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

Active parks, recreation facilities.

Group daycare.

Office or commercial PUD or condominium.

Passive parks.

Project smaller than five (5) acres.

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

17.54.160: LANDSCAPING:

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

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

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

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

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

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

F. Shade trees shall be planted between double parking rows at minimum intervals of six (6) stalls and along single parking rows at minimum intervals of three (3) stalls and no farther than six feet (6') from the parking area. Shade trees are not required in parking rows which are adjacent to buildings.

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

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

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

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

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

L. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights of way in the landscaping of the project and the urban trails system. Any areas so included may be counted toward required open space for the development. Waterways which traverse developments may be left open if properly landscaped and maintained. Any entity or agency having jurisdiction over said waterways must grant approval for any redevelopment of said waterways.

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

17.54.170: ARCHITECTURAL STANDARDS:

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

1. Single-family residential: Brick or stone in the minimum amount of two feet (2') times perimeter of the foundation (including garage); minimum five to twelve (5:12) roof pitch; minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent) per dwelling; minimum two thousand four hundred (2,400) square feet minimum dwelling unit size.
2. Multi-family residential: Brick or stone in the minimum amount of two feet (2') times perimeter of the foundation (including garage) and stucco; minimum five to twelve (5:12) roof pitch; minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent) per dwelling; minimum two thousand four hundred (2,400) square feet per dwelling.
3. Small office, plant, institution or retail business (less than 5,000 square foot building): Minimum of fifty percent (50%) brick or stone; balance of exterior wall area shall consist of brick, stone, glass, decorative integrally colored block and/or no more than fifteen percent (15%) stucco or tile. Decorative accents and trim of other materials are permitted with planning commission approval. Roofs to be hipped or gabled with minimum six to twelve (6:12) pitch.

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

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

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

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

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

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

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

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

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

K. Any site or building in MU zones believed by the city council to have historical significance shall be preserved for a maximum period of six (6) months upon written notification to the city that a change in use, redevelopment or demolition of the property is desired. The owner or developer of the subject site or building shall request that the city make a determination on the disposition of the property. If the city

council determines that preservation is desired, negotiations should be undertaken and finalized within the six (6) month period. If negotiations to preserve the site or building are not completed or continued in a mutually acceptable manner within six (6) months, the building or site may be redeveloped, remodeled or demolished in conformance with the provisions of this chapter.

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

17.54.180: PARKING AND ACCESS:

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

A. Parking areas and vehicle access shall meet the requirements of title 16, chapter 16.26 of this Code. Defined pedestrian access shall be provided between adjacent developments, buildings and parking areas as required by the Planning Commission. Sidewalks over which parked vehicles may overhang shall be at least six feet (6') wide on single parking rows and eight feet (8') wide between double loaded rows. Sidewalks shall be at least six inches (6") higher than driveway and parking surfaces. An eight foot (8') wide sidewalk shall be required along Redwood Road and shall be set back a minimum of two feet (2') from the right-of-way line. The eight foot (8') sidewalk shall be considered landscaping for purposes of this chapter. Park strips (minimum 12 feet wide) between the sidewalk and the curb shall be landscaped and maintained with grass.

B. If approved by the Planning Commission, cash may be paid to the City for future construction of improvements for roads which are designated for widening in the Transportation Master Plan.

C. Access to public streets shall be approved by the City Engineer and, if a State road, by UDOT. Vehicle access to developments from collector and arterial streets shall be shared as required by the Planning Commission. Driveways and streets intercepting or intersecting the same collector or arterial street shall be separated by a minimum distance of three hundred feet (300'). Double frontage lots may be accessed only from a subdivision or neighborhood street, not from a collector or arterial street.

D. Streets and related improvements shall be designed, constructed and dedicated according to State and/or City standards and according to the design widths established by the Transportation Master Plan and the Road and Bridge Design and Construction Standards of the City. Proposed streets on the Redwood Road Land Use Plan, or other acceptable alignments, shall be implemented with new development and shall be designed to right-of-way widths as specified by the City Council.

E. New development shall make reasonable accommodation for mass transit facilities. The developer shall consult the State transit authority as required by the City.

F. Easements, rights-of-way or improvements shall be provided for urban trails according to the City Trails Plan or as required by the Planning Commission.

G. Loading areas shall be located at the rear of buildings and shall be separated from parking areas.

H. Buildings shall be arranged in clusters to encourage pedestrian access. Areas between streets or parking areas and the building or at the center of the building cluster shall consist of sidewalks, plazas, landscaped planters with shade trees, benches, waste receptacles and other street furniture and amenities as approved and required by the Planning Commission. On street parking may be allowed in calculating the minimum parking requirement; provided, that sufficient street width is provided to accommodate said parking. (Ord. 2016-05, 5-3-2016)

17.54.190: FENCING, SCREENING AND CLEAR VISION:

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

A. All mechanical equipment, antennas, loading areas, and utility areas shall be screened from view at ground level along the property line of the subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles shall be enclosed by masonry walls that are at least as high as the receptacle itself, but not less than six feet (6') in height, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings. (Ord. 2017-22, 7-18-2017)

B. Incompatible land uses shall be screened with six foot (6') vinyl, simulated wood or masonry fences as determined by the Planning Commission. A minimum six foot (6') decorative masonry wall is required between commercial or office zones and agricultural or residential zones. A higher fence or wall may be allowed or required by the Planning Commission in unusual circumstances. A building permit is required for fences or walls over six feet (6') high. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined by the Planning Commission.

C. In residential developments and except for development perimeter fencing, no wall, fence or opaque hedge or screening material higher than six feet (6') shall be erected or maintained in any rear or side yard. Buffering and screening elements associated with a private recreation facility shall be exempt from this section.

D. In residential developments, no wall, fence or screening material shall be erected between a street side building line and a street, except as required in subsection A of this section.

E. Landscape materials, except for mature trees which are pruned at least seven feet (7') above the ground, and fences shall not exceed three feet (3') in height within a ten foot (10') triangular area formed by the edge of a driveway and the street right of way line or within a thirty foot (30') triangular area formed by the right of way lines of intersecting streets.

F. Any wall or fence erected or maintained at the rear or side property line in residential developments adjacent to and parallel with a collector or arterial street shall be six feet (6') tall and shall be constructed in accordance with provisions for collector street fencing in section 16.04.200 of this code. A building permit is required for construction of a collector street fence. Construction drawings and brick samples are required. Collector street fences shall be installed so as to prevent weed growth between the fence and the public sidewalk. Other fences may be installed no closer than twenty feet (20') from any street right of way line, except as otherwise prohibited in this title. Proposed modifications to collector street fencing must be consistent with adjacent fencing provided that the adjacent fencing meets requirements for collector street fencing. Proposed collector street fences may not be installed until reviewed by the community development director or his designee. (Ord. 2016-05, 5-3-2016)

17.54.200: LIGHTING:

The following lighting requirements shall apply in the MU zones:

A. A lighting plan shall be submitted with all new developments in the MU zones. Site lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.

B. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.

C. Lighting fixtures on public property shall be architectural grade. A single streetlight design, approved by the city council and the engineering department, will be used on the same street. (Ord. 2016-05, 5-3-2016)

17.54.210: OTHER REQUIREMENTS:

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

1. An opinion of legal counsel licensed to practice law in the state that the project meets requirements of state law.
2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to city conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by city staff and approved by the planning commission.
3. Language consistent with section 17.04.300 of this title.

B. Grading And Drainage: All residential developments shall be graded according to the city's engineering and building requirements to provide adequate drainage in said developments. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.

C. Maintenance: All private common areas in residential developments shall be properly maintained by the owners.

D. Easements: Permanent buildings may not be located within a public easement.

E. Phasing Plan: A project phasing plan shall be submitted for review by the planning commission at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the planning commission. (Ord. 2016-05, 5-3-2016)

17.130.050: PLANNED DEVELOPMENT FLOATING ZONE:

17.130.050.010: PURPOSE:

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

17.130.050.020: ESTABLISHMENT:

A. Procedure:

1. Concept: A concept plan, that includes a preliminary site layout, basic sketches of proposed buildings, and a general understanding of proposed uses, shall be submitted for city council review. Applicants are encouraged to work with staff prior to application to achieve an understanding of the surrounding area, the purpose of the base zone, and the goals and policies of the city's general plan. The council shall provide advisory comments and recommendation regarding the concept plan to assist in the preparation of the development plan according to subsection B of this section. No action will be taken by the council, and comments and recommendations will not obligate, compel, or constrain future action by the council.
2. Rezone: A PD district shall only be established upon approval by the city council as a rezone according to the provisions of chapter 17.22, "Zoning Amendments", of this title and as may be required elsewhere in this title, except that the requirement for a conceptual plan in subsection 17.22.030D of this title shall be replaced with a development plan according to subsection B of this section. The development plan shall be approved by development agreement in conjunction with the rezoning approval.
3. Concurrent Site Plan Or Preliminary Subdivision (Optional): At the applicant's option and with the approval of the development services director, the applicant may submit a site plan application and/or preliminary subdivision application to be processed concurrently with a PD rezone. In the case of concurrent applications, planning commission approval of a concurrent site plan and/or preliminary subdivision shall be contingent on the city council's approval of the PD rezone.

B. Development Plan Requirements:

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

C. Prohibited:

1. Sexually oriented businesses shall not be allowed in a PD district where otherwise prohibited by this code.
2. A PD district shall not be approved in the P-C zone or single-family residential zones (R-1.8, R-2.5, R-3, R-4, R-5).

D. Effect Of Approval:

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

E. Vested Rights:

1. A property right that has been vested through approval of a PD district shall remain vested for a period of three (3) years or upon substantial commencement of the project. A property right may be vested, or an extension of a vested property right may be granted, for a period greater than three (3) years only if approved by the city council through an approved PD district.
2. Substantial commencement shall be the installation of infrastructure, a building having started construction, or as determined by the development services 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 chapter. (Ord. 2016-05, 5-3-2016)

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. Any amendment to an approved PD district requires that the corresponding development agreement also be amended. (Ord. 2016-05, 5-3-2016)

EXHIBIT D

(Resolution R2019-01 - To Be Inserted Once Executed)

EXHIBIT E

(Ridgeview @ South Jordan Master Development Plan)

RIDGEVIEW

@ SOUTH JORDAN

MASTER DEVELOPMENT PLAN



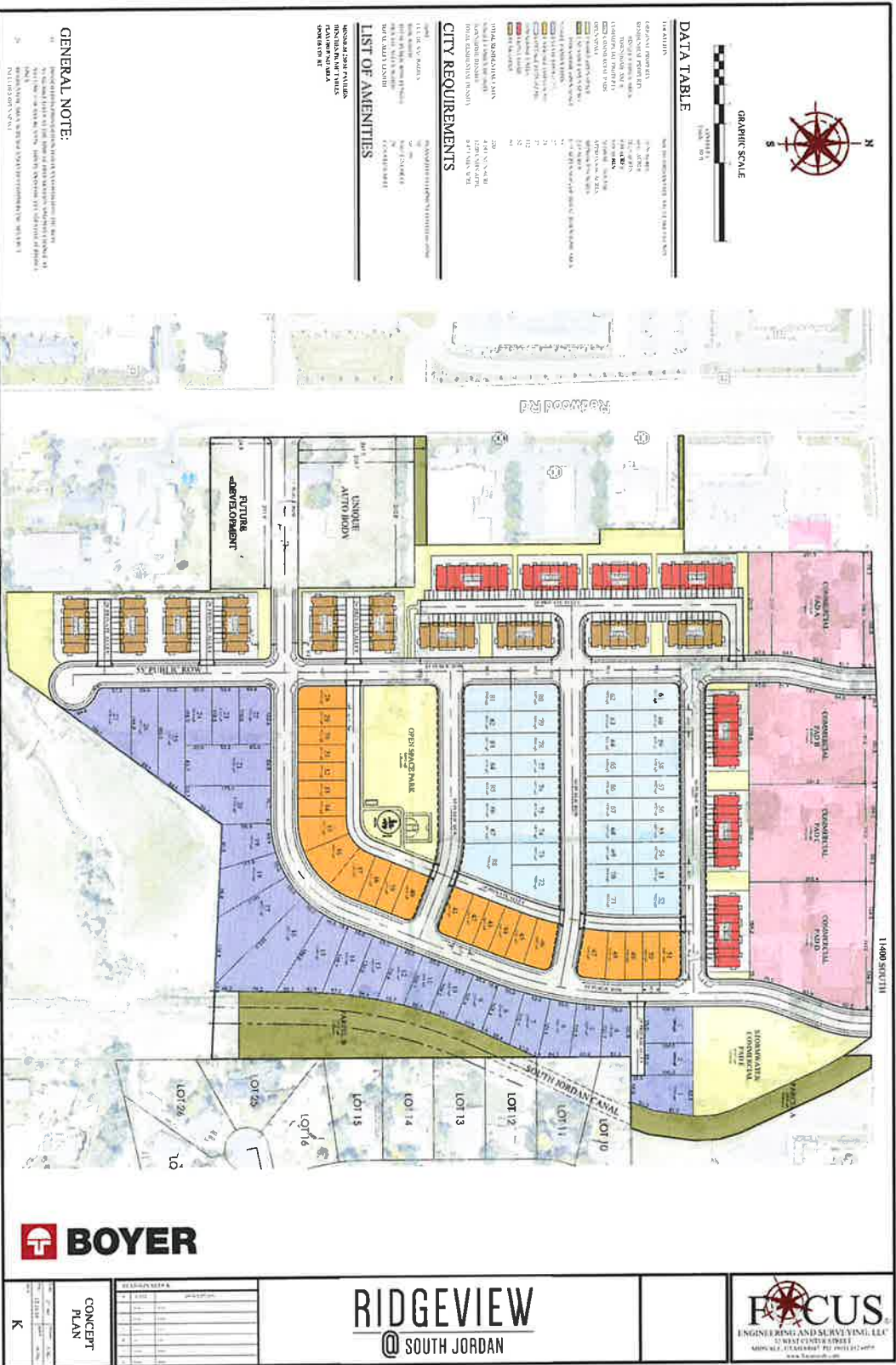
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Ridgeview Purpose Statement

The Boyer Company is seeking zoning approval of approximately 35 acres of property located at the southwest corner of 11400 South and Redwood Road into South Jordan City Planned Development Floating Zone (PD) as the Ridgeview at South Jordan Project (PD-Ridgeview). The proposed plan for the property creates a mixture of uses – including commercial pads and a variety of housing types – that is both complementary to the adjacent land uses which feature commercial to the west and north of the property, and residential to the east. The plan creates infrastructure efficiency by combining multiple parcels under different ownership, and implementing site design and road network for the entire area that connects to 11400 South and Redwood Road. The plan incorporates innovative site design featuring multiple lot types, increasing the ability for buyers to purchase a home in the community. The commercial pads will provide services for the community, and well as the surrounding area. Permitted and conditional uses are outlined below.

Concept Plan - Ridgeview @ South Jordan



FOCUS.
ENGINEERING AND SURVEYING, LLC
701 WEST CENTER STREET
SALT LAKE CITY, UTAH 84103-3511
TEL: (801) 353-0975
WWW.FOCUS-UTAH.COM

RIDGEVIEW
@ SOUTH JORDAN

BOYER

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ALTERNATIVES PLAN

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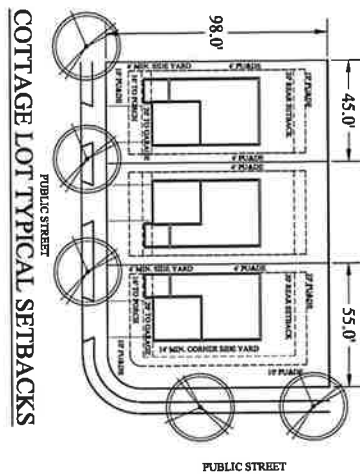
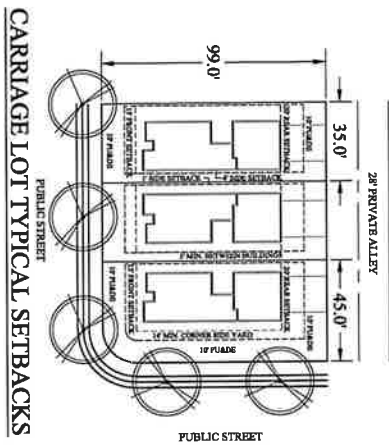
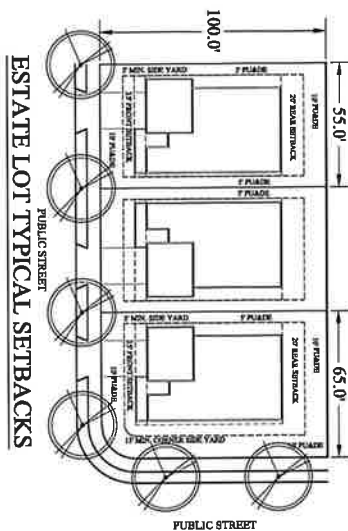
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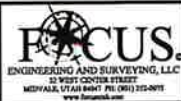
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Concept Plan - Ridgeview Setbacks

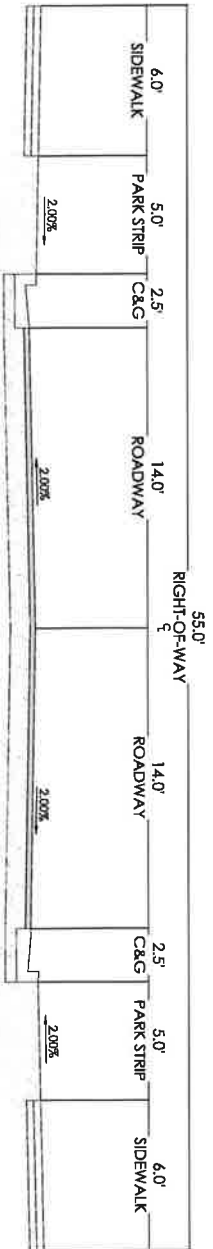


RIDGEVIEW
@ SOUTH JORDAN

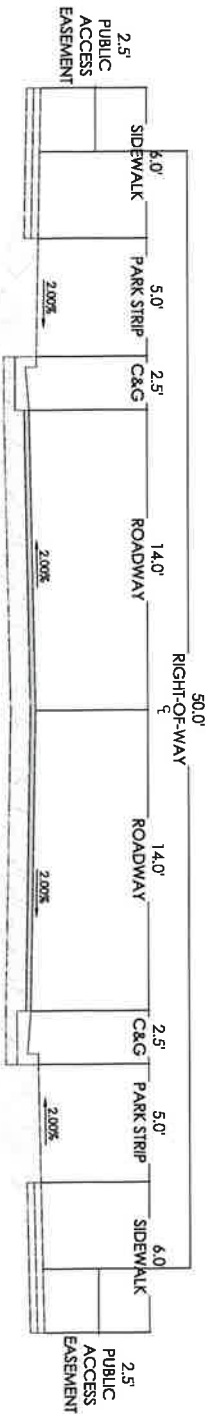


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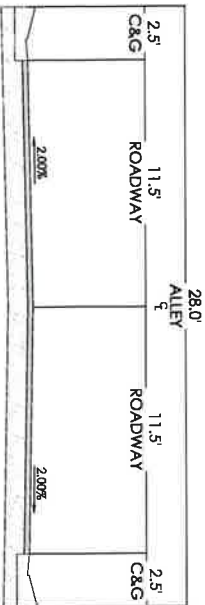
Concept Plan - Ridgeview Right of Way



55' RESIDENTIAL ROAD
N.T.S.



50' RESIDENTIAL ROAD
N.T.S.



28' PRIVATE ALLEY
N.T.S.

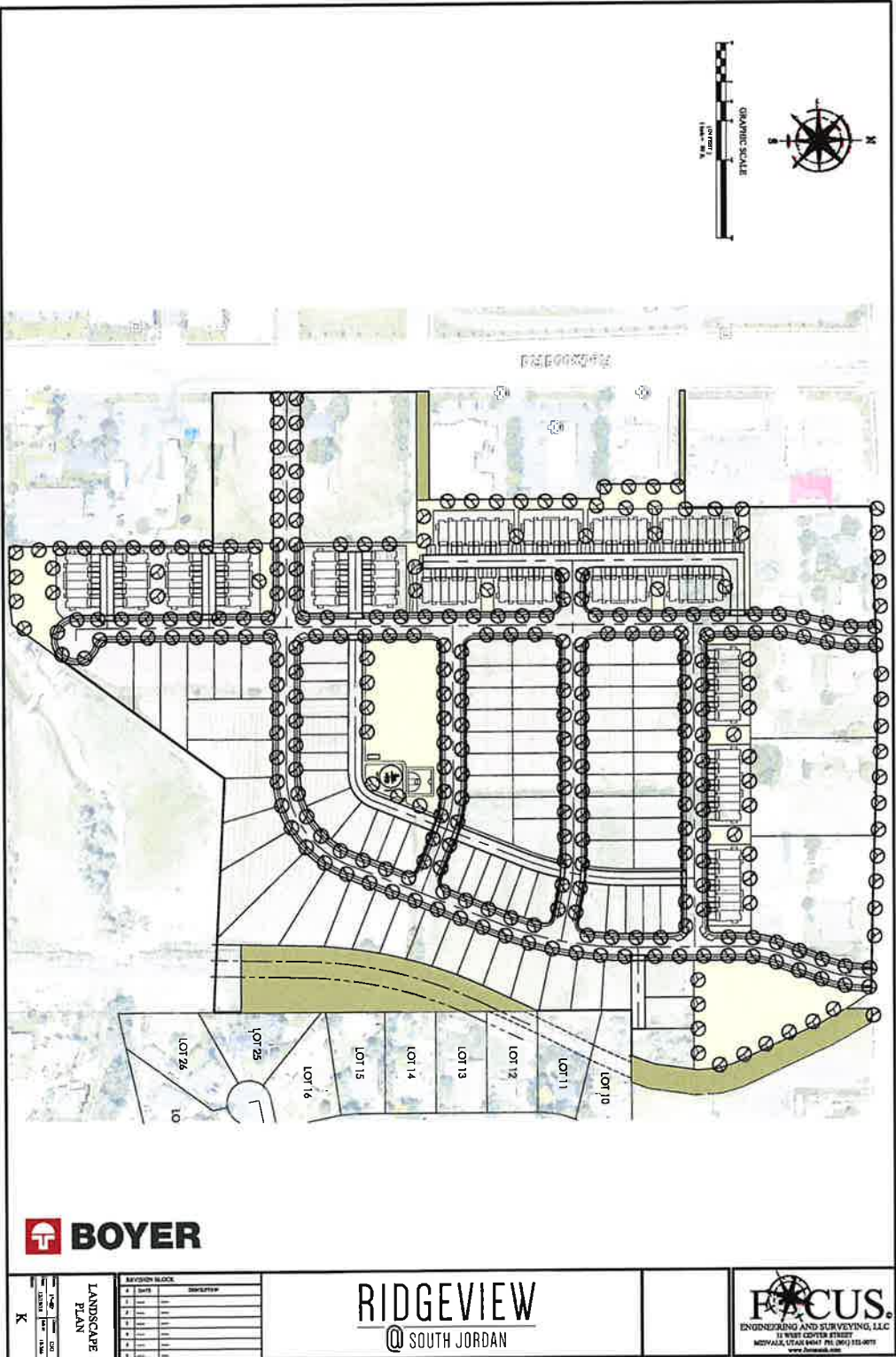


CROSS SECTION EXHIBIT			
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RIDGEVIEW
@ SOUTH JORDAN

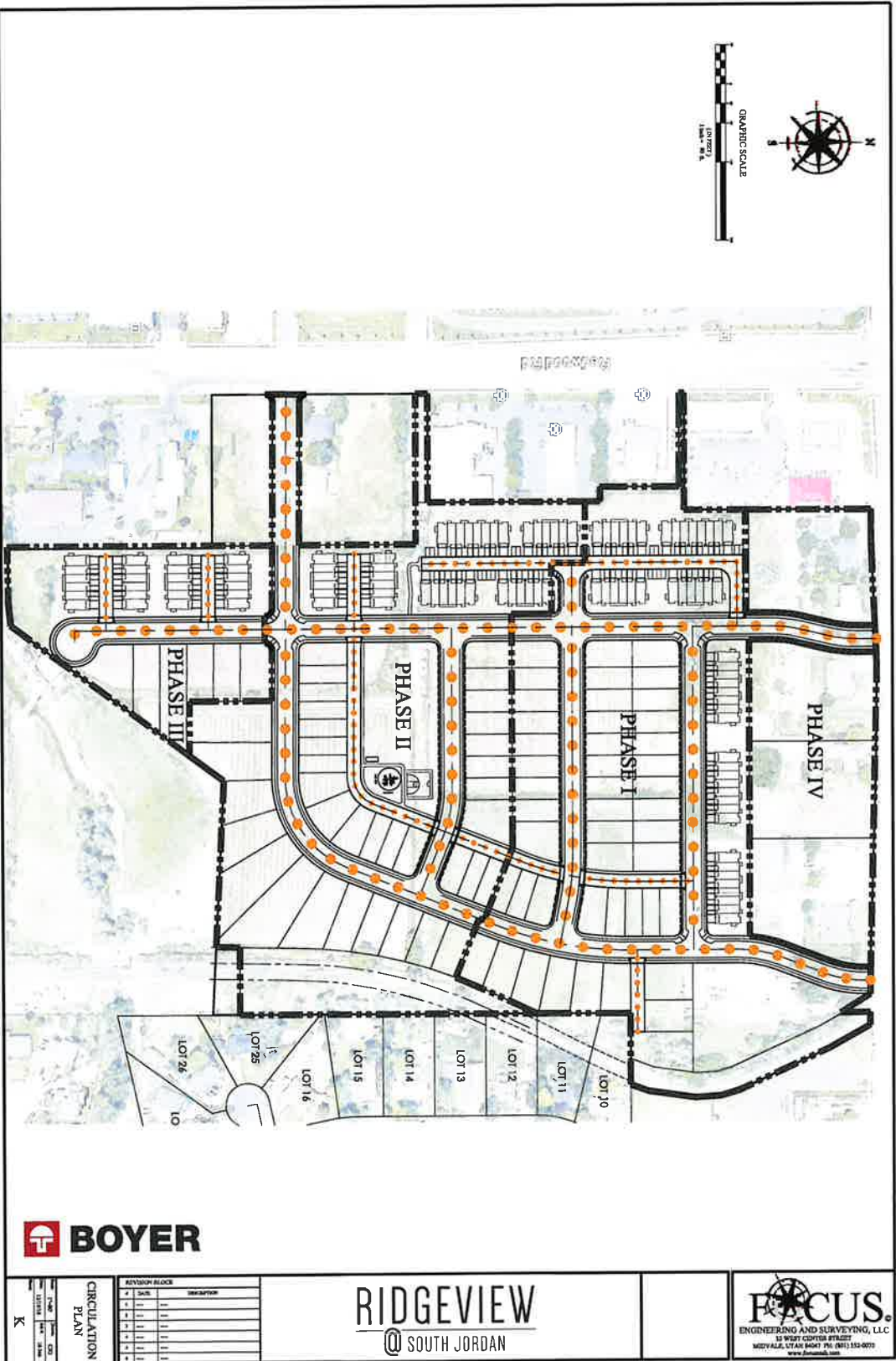


Concept Plan - Ridgeview Landscape & Amenity Plan



Amenities Include: Pavilion with a minimum of 250 square feet, picnic tables and benches, 1/2 court basketball court or similar size sports court, and playground

Concept Plan - Ridgeview Phasing & Circulation



Permitted and Conditional Commercial Uses: Ridgeview

Permitted Uses

The following uses may be conducting in the PD-Ridgeview Zone:

- Health, beauty and fitness services
- Offices with customers on the premises
- Restaurants
- Retail uses
- Retail uses with drive-thru
- Unless prohibited herein, all uses permitted in 17.18.030.050: Commercial Use Regulations shall be permitted

Conditional Uses

The following uses may be allowed in the PD-Ridgeview Zone with approval of a conditional use permit:

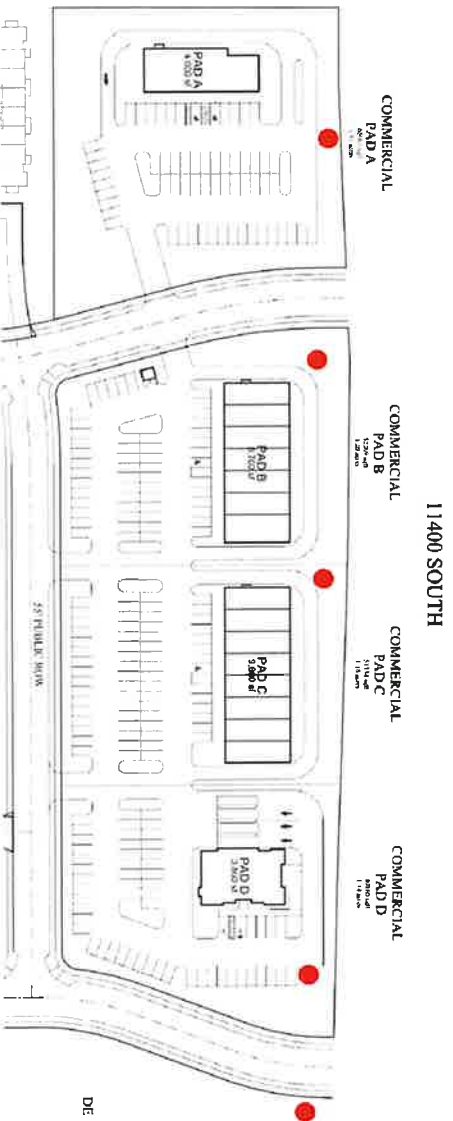
- Active parks, recreational facilities
- Banks, credit unions, financial institutions
- Bed and breakfast lodging
- Business services
- Cultural facilities
- Drive-through service
- Educational and training activities
- Entertainment, amusement
- Equipment and appliance light repairs and service enclosed within a building
- Fast food with no eating accommodations
- Group daycare center
- Office or commercial PUD or condominium
- Office service
- Pharmacy
- Public or quasi-public facilities

Commercial Lighting Standard



**Lighting shall conform with South Jordan City standards.
Lighting shall have shield to protect glare, and shall be architectural grade.**

Commercial Signage Locations



Signage shall conform with South Jordan City standards.

EXHIBIT F
(Design Guidelines)

RIDGEVIEW

@ SOUTH JORDAN

Design Guidelines



Table of Contents – Design Guidelines

Ridgeview Residential Architectural Design Guidelines	3
Estate Lots	3
Cottage Lots	4
Carriage Lots	6
Townhomes	8
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Ridgeview Commercial Architectural Design Guidelines	16
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Ridgeview Residential Architectural Design Guidelines

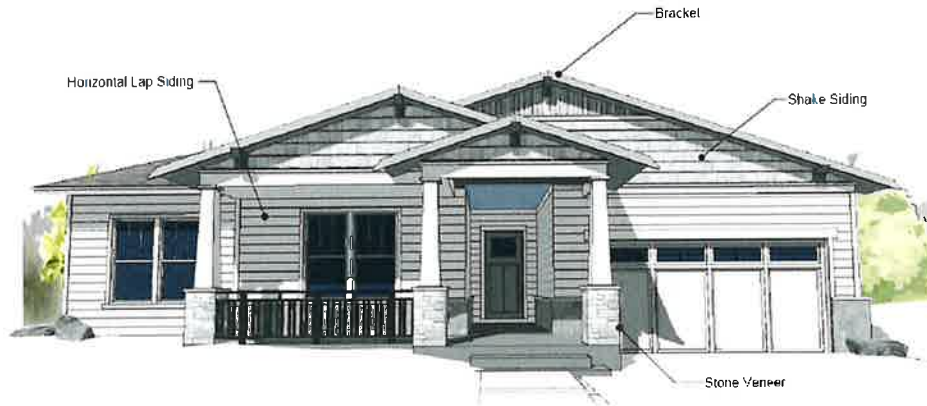
Estate Lots

Housing Type: Single Family Estate Lots

Orientation: Front Load

Lot Size: Minimum frontage of 51 feet; minimum lot size of 5,500 square feet

Garage and Driveway: Minimum two-car garage that measures at least 22 feet by 22 feet on the inside walls. Minimum 20 foot deep driveway as measured from the back of the sidewalk to the garage door.



Exterior Materials: Stone, brick, masonry or fiber cement composite siding or approved similar by the City of South Jordan Architectural Review Committee ("ARC"), stucco, metal (accent material only), concrete (accent material only)

Single Material: No more than 25% of homes on estate lots can be a single material. Permissible materials for a single-material home are brick, rock, or masonry or fiber cement composite or approved similar. Remaining 75% of homes on estate lots shall have stone or brick, or accent material equivalent to three times the perimeter of the footprint of the home.

Colors: Natural earth tones – greys, tans, browns, soft blue, whites, reds, greens with accent colors as approved by the ARC.

Height: Maximum height of two stories or 35 feet as measured from the top back of curb.

Roof: Roof pitches between 5:12 and 12:12 excluding porches and awnings which can have a minimum pitch of 3:12. The ARC may approve a roof pitch of 1:12 or greater for modern/contemporary homes.

Front Porch: Each home shall have a minimum front porch requirement of 50 square feet with a minimum depth of five feet.

Repetition: No identical elevation within two lots on either side of the home, or the three lots directly across the street.

Home Style: Each home shall select a style from the residential stylebook and incorporate at least 50% of the key characteristics outlined for the chosen style.

Architectural Review: Each home design (plan, elevation, colors, and materials) shall be reviewed by the ARC prior to submittal for building permit to the City.

Cottage Lots

Housing Type: Single Family Cottage Lots

Orientation: Front Load

Lot Size: 45 feet wide and 50 feet wide lots; minimum lot size of 4,000 square feet

Garage and Driveway: Minimum two-car that measures at least 22 feet by 22 feet on the inside walls, or the equivalent thereof. 20 foot deep driveway as measured from the back of sidewalk to the garage door.



Exterior Materials: Stone, brick, masonry or fiber cement composite siding or approved similar by the ARC, stucco, metal (accent material only), concrete (accent material only)

Single Material: No more than 25% of homes on cottage lots can be a single material. Permissible materials for a single material home are brick, rock, or masonry or fiber cement composite or approved similar. Remaining 75% of homes on cottage lots shall have stone or brick equivalent to two times the perimeter of the footprint of the home.

Colors: Natural earth tones – greys, tans, browns, soft blue, whites, reds, greens with accent colors as approved by the ARC.

Height: Maximum height of two stories or 35 feet as measured from the top back of curb.

Roof: Roof pitches between 5:12 and 12:12 excluding porches and awnings which can have a minimum pitch of 3:12. The ARC may approve a roof pitch of 1:12 or greater for modern/contemporary style homes.

Front Porch: Each home shall have a minimum front porch requirement of 50 square feet with a minimum depth of five feet.

Repetition: No identical elevation within two lots on either side of the home, or the three lots directly across the street.

Home Style: Each home shall select a style from the residential stylebook and shall incorporate at least 50% of the key characteristics outlined for the chosen style.

Architectural Review: Each home design (plan, elevation, colors, and materials) shall be reviewed by the ARC prior to submittal for building permit to the City.

Carriage Lots

Housing Type: Single Family Carriage Lots

Orientation: Rear Load

Lot Size: Frontage minimum 35 feet; minimum lot size of 2,500 square feet

Garage and Driveway: Minimum two-car garage that measures at least 22 feet by 22 feet on the outside walls. 18 foot deep driveway as measured from the back of curb to the garage door.



Exterior Materials: Stone, brick, masonry or fiber cement composite siding or approved similar by the ARC, stucco, metal (accent material only), concrete (accent material only)

Single Material: No more than 25% of homes on cottage lots can be a single material. Permissible materials for a single material home are brick, rock, or masonry or fiber cement composite or approved similar. Remaining 75% of homes on carriage lots shall have stone or brick equivalent to two times the perimeter of the footprint of the home.

Colors: Natural earth tones – greys, tans, browns, soft blue, whites, reds, greens with accent colors as approved by the ARC.

Height: Maximum of two stories or 35 feet as measured from the top back of curb.

Roof: Roof pitches between 5:12 and 12:12 excluding porches and awnings which can have a minimum pitch of 3:12. The ARC may approve a roof pitch of 1:12 or greater for modern/contemporary homes.

Front Porch: Each home shall have a minimum front porch requirement of 35 square feet with a minimum depth of five feet.

Repetition: No identical elevation within four lots on either side of the home.

Home Style: Each home shall select a style from the residential stylebook and shall incorporate at least 50% of the key characteristics outlined for the chosen style.

Home Size: Carriage lots shall have a minimum square footage of 1,500 square feet per dwelling.

Architectural Review: Each home design (plan, elevation, colors, and materials) shall be reviewed by the ARC to submittal for building permit to the City.

Townhomes

Housing Type: Townhomes

Orientation: Front Load and Rear Load

Driveway: Minimum driveway length of 18 deep. For front load townhomes driveway shall be measured from the back of sidewalk to the garage door, or for rear load townhomes driveway shall be measured from the back of curb to the garage door. At least 50% of the townhomes must have two-vehicle garages, and the remaining townhomes must have at least a one-vehicle garage.



Exterior Materials: Stone, brick, masonry or fiber cement composite siding or approved similar by the ARC, stucco, metal (accent material only), concrete (accent material only)

Single Material: No more than 20% of townhomes can be a single material. Permissible materials for a single material home are brick, rock, or masonry or fiber cement composite or approved similar. Remaining 80% of townhomes shall consist of a combination of at least two of the specified exterior materials (not including accent materials).

Colors: Natural earth tones – greys, tans, browns, soft blue, whites, reds, greens, with accent colors as approved by the ARC.

Height: 40 feet for all townhomes.

Roof: Roof pitches between 5:12 and 12:12 excluding porches and awnings which can have a minimum pitch of 3:12. The ARC may approve a roof pitch of 1:12 or greater for modern/contemporary style homes.

Repetition: No identical buildings (set of attached townhomes) shall be placed next to each other.

Home Style: Each home shall select a style from the residential stylebook and shall incorporate at least 50% of the key characteristics outlined for the chosen style.

Home Size: Townhomes shall have a minimum square footage of 1,250 square feet per dwelling.

Architectural Review: Each home design (plan, elevation, colors, and materials) shall be reviewed by the ARC prior to submittal for building permit to the City.

Residential Stylebook

Colonial

Key Characteristics:

- Typically two story.
- Symmetrical front elevation with centered front door.
- Divided light windows centered on both sides of the front door.
- Medium pitched roof running parallel to the street with gables on each end.
- Classically inspired entry portico, decorative pediment, crown molding, or other ornamentation above the door.
- Horizontal siding, straight lines throughout the building.



Symmetrical front elevation.



Classically inspired entry portico.



Symmetrical front elevation with decorative pediment.

Contemporary/Modern

Key Characteristics:

- Typically two story.
- Highlighted front door with vertical elements, or roof overhangs.
- Typically includes large windows.
- Low pitched hip, flat, or shed roof.
- Strong sense of entry from the street.
- Horizontal or vertical siding, stucco, brick or cut stone with clean forms.



Blend of classic and modern elements and materials.



Clean forms.

Cottage

Key Characteristics:

- Asymmetrical front elevation.
- Gabled, enclosed entry, Doors and/or entry may be half-rounded or arched.
- Windows are often tall and narrow with small panes.
- Roof is typically steeply pitched, cross-gabled.
- Exterior materials typically include brick, stone, or stucco siding with accents of fiber cement board.



Tall, narrow windows.



Asymmetrical front elevation, steeply pitched roof.



Gabled, enclosed, arched entry.

Craftsman

Key Characteristics:

- Decorative beams or braces under gables.
- Windows with divided panes in upper sash and a single pane in lower sash.
- Roof is low pitched, hipped or gabled with wide eave overhangs and exposed rafters.
- Exterior materials typically include horizontal siding, stone, shingle and stucco.
- Medium to large front porches with heavy square or tapered columns that may be full length or resting on a base that is dressed with stone or stucco.



Exposed beams and shingle siding.



Substantial covered porch with dormer above.



Complex roof lines, exposed beams and covered porch.

Farmhouse/Country

Key Characteristics

- Large front porches or wrap-around porch with a decorative porch railing.
- Gable roof with medium to steep roof pitch. Can also be cross-gabled with second floor dormer windows. Main gable runs parallel to street.
- Symmetrical windows, often with shutters.
- Exterior materials typically include horizontal siding, stone and metal.



Wrap-around porch with wood handrails.



Substantial front porch with dormers above.



Medium pitched roof with cross-gable.

Prairie

Key Characteristics:

- Two story homes. Have one-story windows or porches.
- Symmetrical or Asymmetrical front elevation with strong layered, horizontal appearance.
- Exposed rafters and beams.
- Broad eaves and substantial covered porches.
- Low-pitched roof, usually hipped.
- Ornamental window clusters and clerestory windows are common.
- Lines and elements with strong horizontal emphasis.
- Stucco, brick, stone and horizontal siding exteriors.



Low pitched roof, broad overhangs, material lines that reinforce horizontal.



Ornamental window cluster.

Ridgeview Commercial Architectural Design Guidelines

Building Types: Retail and Office

Orientation: The front entrance of the buildings may be on any side of the building. The facades facing 11400 South Street shall be clad with storefronts, or entrance doors similar to those shown in the Example Elevations. If a drive-thru is approved, no storefronts or entrance doors shall be required on the 11400 South Street side of the building, and glazing shall be required in customer seating and service areas only, and not in kitchens. Parking is allowed in the rear or side. Parking between buildings and 11400 South Street is prohibited.

Entrance: Front, rear or side entrances are acceptable

Setbacks: Front setbacks (along 11400 South Street) shall be zero to ten feet, except that building with drive thru between building and 11400 South Street shall have a maximum 20 foot setback with a minimum three foot tall bermed landscape area between the right-of-way and the drive aisle. A rock or block wall may be constructed on the drive isle side of the berm, below the apex of the berm, to control slope and increase drive aisle width. Rear yard setback shall be 25 feet and no side yard setback.

Building Facades: Each building shall have the same character and use the same materials, colors, features, forms, and design elements appropriate to the scale of the various building sizes and depths, as illustrated by the Example Elevations.

Building Materials: Primary building primary materials shall consist of granite, metal, composite metal panel, stone, integrally colored EFIS, integrally colored concrete, integrally colored GFRC, tile or other similar material as approved by South Jordan City Staff. More than one material shall be required on all building facades. Buildings shall use a minimum of 50% primary building material.

Glazing: Buildings shall have a minimum of 35% high-efficiency double or triple commercial glazing.

Prominent Entry: Buildings shall have notable entry features which could include an arch or canopy over entry doors, colors or materials that highlight the entry, or entry doors and lobby that extend beyond or are recessed behind the main footprint of the building.

Building Height: No building shall be shorter than 20 feet or taller than forty five feet 45 feet (approximately three floors) as measured from top back of curb, not including the mechanical penthouse.

Screened Mechanical: All mechanical equipment shall be screened from view, either by enclosure, parapet wall, or line of sight.

Dumpsters: Dumpsters shall be enclosed within a decorative masonry, integrally colored split face CMU or honed CMU enclosure.

Total Landscaping: The minimum landscape percentage for the Commercial shall be 20% inclusive of all commercial lots or phases. A consistent palette of drought tolerant tree types, plant materials, and groundcovers shall be incorporated throughout in relation to the architecture to create a strong and consistent sense of place and identity.

Primary Entrances: The landscaping shall define and enhance primary public entrances into each building.

Outdoor Patios: Ornamental landscaping shall be strategically designed to provide intimate outdoor spaces for public amenities and at pedestrian pathways and entrances.

Buffer: A landscaping buffer of ten feet of vegetation along the south border of the commercial will provide a vegetative shield of the parking area from residential. Any drive-thrus shall provide a landscape buffer shielding vehicle lighting and noise.

Main Corridor: The main corridor that goes north to south through the project shall be lined with trees on both sides. 40 foot maximum tree spaces shall be required for this corridor. The initial tree size shall have a minimum two inch caliper and be a minimum of six feet high.

Lighting Design: Parking lot lighting shall provide adequate illumination at a minimum 0.5 foot-candles and a maximum of four (4) foot-candles. Parking lot lighting shall utilize cutoff type fixtures. Parking lot lighting shall not be taller than thirty feet (30'). Please see Exhibit B.

Example Elevations







R 2019-01 Ridgeview Dev. Agreement.

Anna West

From: Brad Klavano
Sent: Friday, February 15, 2019 8:33 AM
To: Anna West; Brad Sanderson
Cc: Cindy Valdez; Steven Schaefermeyer; Todd Sheeran; Shane Greenwood
Subject: RE: Ridgeview Development Agreement Status

I would feel more comfortable that they record the development agreement before they get subdivision approvals. I believe there is an escape clause for them if they do not take ownership, so they should just record now.

Thanks

Brad Klavano | Director of Development Services/City Engineer | City of South Jordan

1600 W. Towne Center Drive | South Jordan, UT 84095

Office: 801.254.3742 | Fax: 801.253.5235 | Direct: 801.253.5203 ext 1239



From: Anna West <AWest@sjc.utah.gov>
Sent: Thursday, February 14, 2019 11:12 AM
To: Brad Sanderson <BSanderson@sjc.utah.gov>
Cc: Cindy Valdez <CValdez@sjc.utah.gov>; Steven Schaefermeyer <SSchaefermeyer@sjc.utah.gov>; Todd Sheeran <TSheeran@sjc.utah.gov>; Shane Greenwood <SGreenwood@sjc.utah.gov>; Brad Klavano <BKlavano@sjc.utah.gov>
Subject: RE: Ridgeview Development Agreement Status

That's a long time to hold a Development Agreement. I thought they were supposed to be completely done when taken to City Council for approval?

Anna

From: Brad Sanderson <BSanderson@sjc.utah.gov>
Sent: Thursday, February 14, 2019 11:08 AM
To: Anna West <AWest@sjc.utah.gov>
Cc: Cindy Valdez <CValdez@sjc.utah.gov>; Steven Schaefermeyer <SSchaefermeyer@sjc.utah.gov>; Todd Sheeran <TSheeran@sjc.utah.gov>; Shane Greenwood <SGreenwood@sjc.utah.gov>; Brad Klavano <BKlavano@sjc.utah.gov>
Subject: Ridgeview Development Agreement Status

Anna,

I just got off the phone with Spencer Moffat with the Boyer Company, as a follow up to the status of the Ridgeview Development Agreement (resolution R2019-01).

It sounds like they are still moving forward however, they want to get all the way through preliminary and final subdivision plat approval with the Planning Commission and City Staff, and even up to a preconstruction meeting which would enabling them to build the project, before they take fee ownership of the properties, which will allow them to record the Dev. Agreement. It sounds like sometime around mid to end of June. I just wanted you to be aware of their lengthy timeline with regards to this resolution and recordation of the agreement.

10-01059

To everyone else, how comfortable are we with further processing and entitling the property, (e.g. city boundary line adjustment, preliminary and final plat approval, (which probably includes architecture), traffic studies, fees, preconstruction meetings, etc...), without a recorded agreement? Is there a concern with further entitlement, even though the agreement is signed by the developer, (as a single owner) there will technically still be multiple land owners on title, up until they close and record the agreement?

Thoughts? Suggestions?

RESOLUTION R2019-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE CITY AND THE DEVELOPER TO ENTER INTO A DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY APPROXIMATELY LOCATED AT 1549 WEST AND 11400 SOUTH.

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

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

WHEREAS, the Developer now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property located at approximately 1549 West and 11400 South (the "Property"); and

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS 15 DAY OF January, 2019 BY THE FOLLOWING VOTE:

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

Mayor:

Dawn R. Ramsey
Dawn R. Ramsey

Attest:

Emma M. Wust
City Recorder

Approved as to form:

[Signature]
Office of the City Attorney



RECEIVED

AUG 11 2020

RESOLUTION R2020 – 38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY APPROXIMATELY LOCATED AT 1549 WEST 11400 SOUTH.

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah 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 Ann. § 10-9a-102, *et seq.*; and

WHEREAS, on January 16, 2019, the City Council of the City of South Jordan approved a rezone and development agreement (the "Development Agreement") with the Boyer Company for a property approximately located at 1549 West 11400 South (the "Property") that would allow the development of the Property; and

WHEREAS, Six S Company, LLC retained from the Boyer Company a commercial part of the Property and seeks to amend the Development Agreement with regard to the design guidelines and the rentable square footage requirement; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, and welfare of the City of South Jordan to amend the 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. Authority to Execute. The Mayor of the City of South Jordan is authorized to execute an Amendment to the Development Agreement, attached hereto as **Exhibit A**.

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

[SIGNATURE PAGE FOLLOWS]

South Jordan City
City Clerk's Office

1330241
07/16/2020 10:15 AM #0-00
Book - 10980 Pg - 3210-3217
RASHELLE HOBBS
REORDER, SALT LAKE COUNTY, UTAH

SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: TDA, DEPUTY - W 8 P.

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS 16~~8~~ DAY OF June, 2020 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:

Anna Creekston
City Recorder

Approved as to form:

Edward Montgomery
Edward Montgomery (Jul 2, 2020 10:57 MDT)

Office of the City Attorney



EXHIBIT A

After recording, please send to:
City of South Jordan
Attn: City Recorder
1600 West Town Center Drive
South Jordan, Utah 84095

Affected Parcel Numbers: See Exhibit "B"

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment (this "Amendment") is to the development agreement dated January 16, 2019 recorded as No: 12962067 (the "Agreement").

RECITALS

- A. Six S Company, LLC retained from Developer the commercial part of the Project.
- B. Certain aspects of the Agreement (specifically the "Design Guidelines") along with the elevation of the Project, make the location of the commercial buildings extremely difficult, given the setback requirements in the Design Guidelines.
- C. With the parking requirements and maximizing the size of the buildings, Six S Company, LLC may not be able to comply with Section E(4)a of the Agreement, wherein it stated "obligation to develop or cause to be developed not less than 25,000 rentable square feet of indoor permitted or conditional commercial uses on Commercial Pads (A-D)," Six S Company, LLC requests that the minimum aggregate rentable square footage be reduced from 25,000 to 20,000.
- D. Six S Company, LLC has approached the City with an option that will make the commercial center more viable and still keep the intent of the Design Guidelines. Proposed design is attached as "Exhibit A". Because the proposed design is different than the Design Guidelines, Six S Company, LLC requests that the City Council approve the proposed design.
- E. Accordingly, the parties agree to amend the Agreement as follows:

AMENDMENT

1. **Design.** Setback requirements for the 11400 South Right of Way shall be 35 feet for all buildings with the exception of Pad B, the furthest west building on the site, which shall be allowed a 45 foot setback.
2. **Rentable Square Footage.** The rentable square footage requirement is reduced from 25,000 to 20,000.

(SIGNATURE PAGE FOLLOWS)

This Amendment is effective on the date that the last party executes this Amendment as indicated by the date under that party's signature line.

THE CITY

SIX S COMPANY

Dawn R Ramsey
By: Dawn R Ramsey
Its: Mayor
Date: July 8, 2020

Reed W Stallings
By: REED W. STALLINGS
Its: MANAGER
Date: JULY 2, 2020



Notary for Six S Company

State of Utah)

County of Salt Lake)

On this 2 day of ^{Sept}~~June~~, 2020, personally appeared before me Reed W Stallings, whose identity is personally know to me and who by me duly sworn/affirmed, did attest that he is the Manager of Six S Company, LLC and that said document was signed by him in behalf of said LLC by virtue of its Operating Agreement and said Reed W Stallings acknowledged to me that said LLC executed the same.

Stephanie Spielvogel
(Notary Signature)

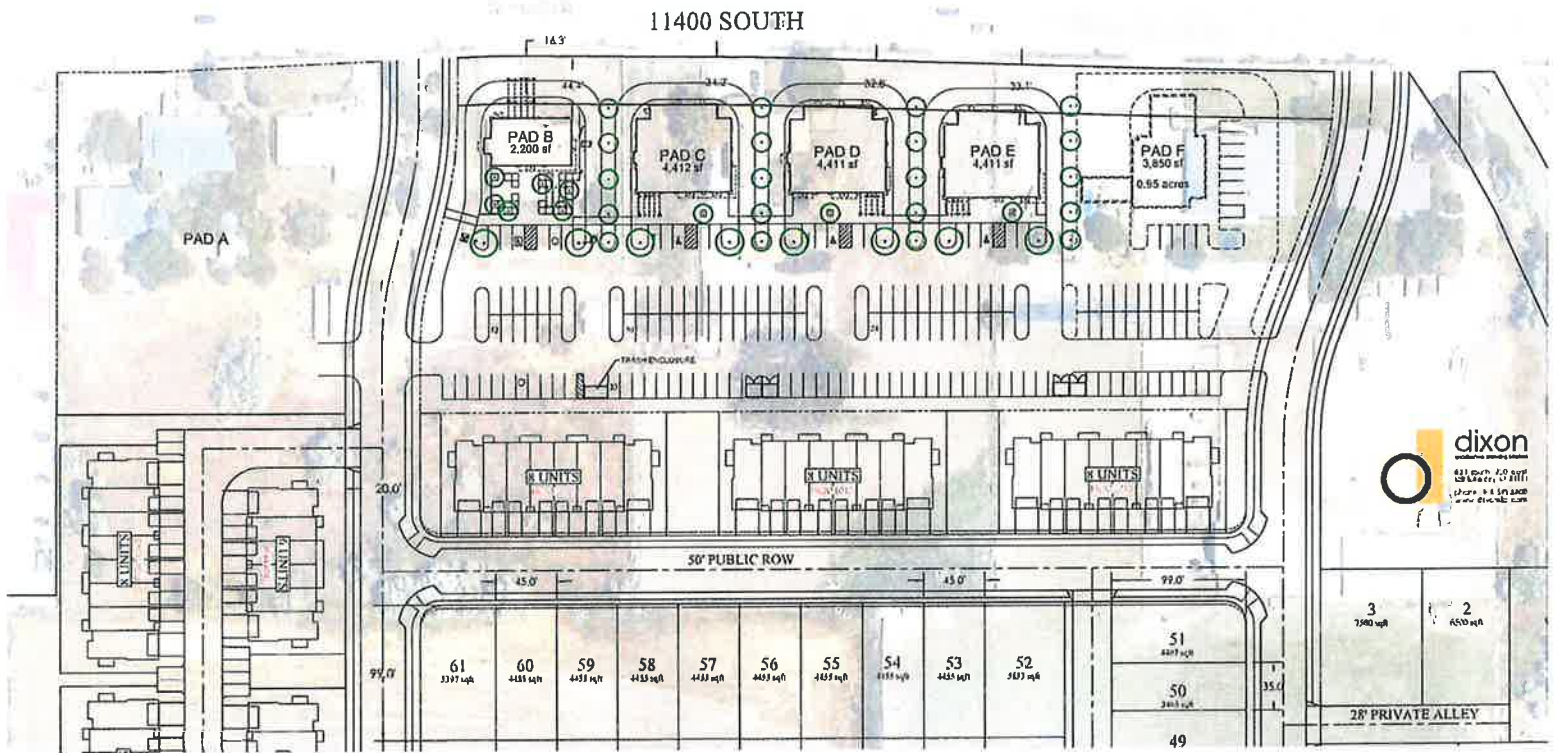


(notary seal)

Approved as to Form:

Edward Montgomery
Edward Montgomery (Jul 2, 2020 10:57 MDT)
Attorney for South Jordan City

EXHIBIT A
(possible site and setback examples)



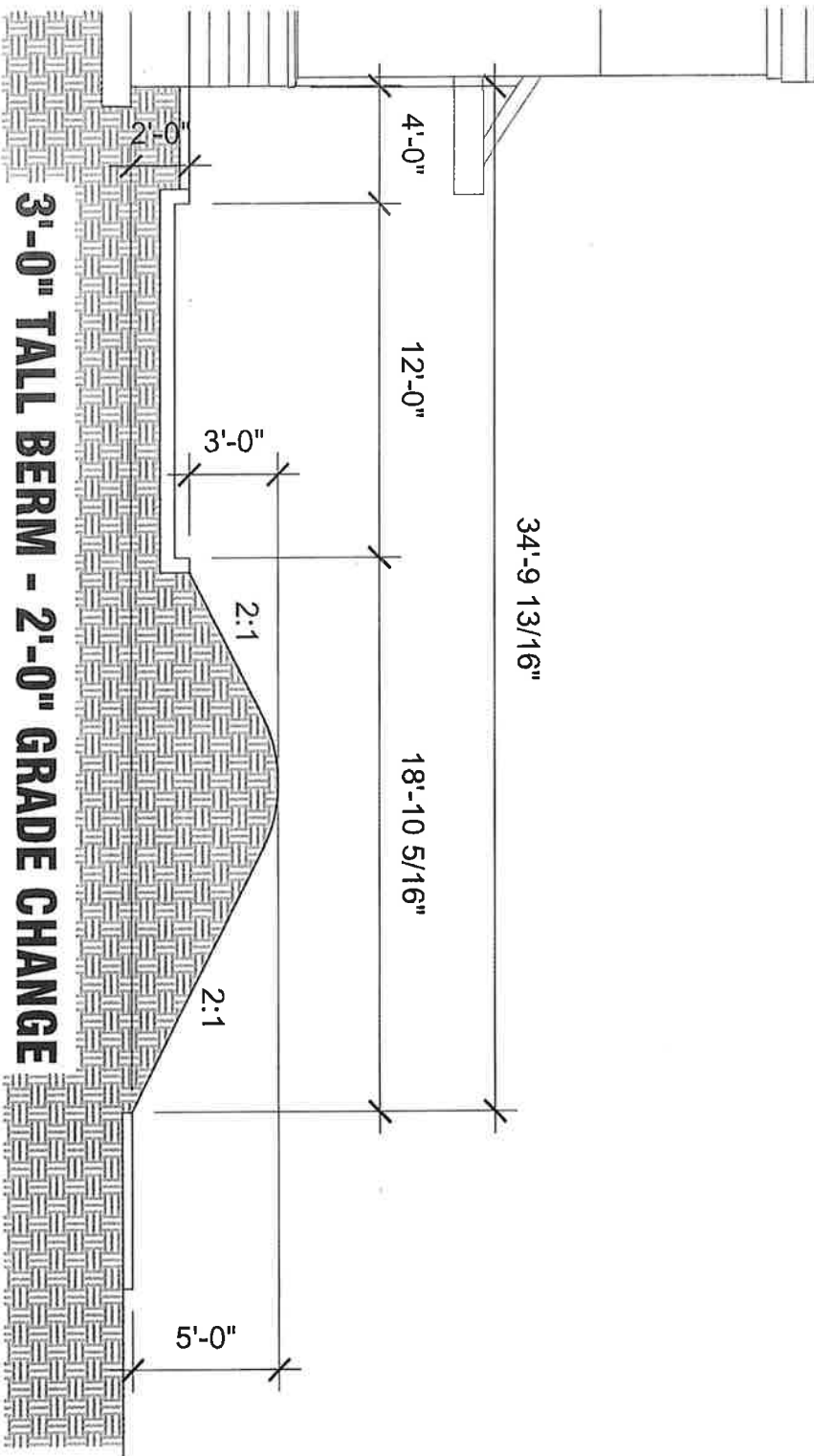


EXHIBIT B

LEGAL DESCRIPTIONS
PREPARED FOR THE BOYER COMPANY
BOYER & BROWN PARCELS
SOUTH JORDAN, UTAH
(March 28, 2019)
18-346

COMPOSITE LEGAL DESCRIPTION

Located in the SE1/4 of Section 22 of Township 3 South, Range 1 West, Salt Lake Base and Meridian. Comprised of Thirteen (13) parcels identified by Salt Lake County Tax Id. Numbers 27-22-451-002, 27-22-401-011, 27-22-401-019, 27-22-401-027, 27-22-426-030, 27-22-401-032, 27-22-401-035, 27-22-401-036, 27-22-401-037, 27-22-401-038, 27-22-401-039, 27-22-401-042 & 27-22-401-043, 27-22-401-045, 27-22-404-024, being more particularly described as follows:

Beginning at a point on the southerly right of way line of 11400 South Street as established by UDOT Project SP-15-7(156)293, being S89°56'45"E 293.00 feet along the quarter section line and S00°07'35"W 49.54 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point is also 62.61 feet perpendicularly distant southerly from the design line of said project, opposite approximate engineer station 180+61.53, and running thence along said southerly right of way the following seven (7) courses, (1) Easterly along the arc of a 7,940.00 feet radius non-tangent curve to the right (radius bears: S00°20'54"E) 1.04 feet through a central angle of 00°00'27" (chord: N89°39'20"E 1.04 feet); thence (2) N89°51'38"E 71.28 feet; thence (3) N87°33'42"E 251.19 feet; thence (4) S89°28'00"E 156.98 feet; thence (5) Easterly along the arc of a non-tangent curve to the right having a radius of 7,951.00 feet (radius bears: S01°05'55"W) a distance of 104.18 feet through a central angle of 00°45'03" Chord: S88°31'34"E 104.18 feet; thence (6) S88°08'57"E 219.65 feet; thence (7) along the arc of a curve to the left with a radius of 8,049.00 feet a distance of 189.30 feet through a central angle of 01°20'51" Chord: S88°49'22"E 189.29 feet to a point being 49.00 feet perpendicularly distant southerly from the design line of said project, opposite approximate engineer station 190+56.18; thence S34°00'00"E 67.04 feet; thence North 55.34 feet to said southerly right of way line being 49.00 feet perpendicularly distant southerly from the design line of said project; thence Easterly along the arc of a non-tangent curve to the left having a radius of 8,049.00 feet (radius bears: N00°14'11"E) a distance of 25.76 feet through a central angle of 00°11'00" Chord: S89°51'19"E 25.76 feet along said southerly right of way line to the easterly line of the South Jordan Canal as defined in a Special Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12392264, Book 10489, Page 3855; thence along said easterly line the following six (6) courses, (1) S29°17'25"E 91.65 feet; thence (2) S24°33'50"E 206.80 feet; thence (3) S16°26'05"E 42.89 feet; thence (4) S03°20'12"E 50.82 feet; thence (5) S07°56'04"W 98.58 feet; thence (6) S20°19'11"W 37.30 feet to the north line of Jordan Hills Estates Subdivision on file in the Salt Lake County Recorder's office at Entry No.3298207, Book 79-6, Page 225; thence West 146.06 feet along said northerly line to an easterly deed line of a Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12786791, Book 10681, Page 9189; thence along said deed S00°07'35"W 795.49 feet to a point on a line established by a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.12948351, Book 10759, Page 9721; thence along said boundary line agreement the following four (4) courses, (1) S89°56'45"W 138.24 feet to the westerly right of way line of the South Jordan Canal as determined by survey and described by a Deed on file in the Salt Lake County Recorder's office at Book "X", Page 277; thence (2) along said westerly line S01°15'55"W 52.91 feet to an existing fence line; thence (3) N87°08'45"W

341.00 feet; thence (4) S36°31'55"W 299.62 feet to a point on a line established by a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.12948352, Book 10759, Page 9728; thence along said boundary line agreement the following three (3) courses, (1) S36°31'55"W 239.76 feet; thence (2) S84°14'08"W 45.26 feet; thence (3) S89°50'39"W 112.79 feet to the southeast corner of Poole Subdivision on file in the Salt Lake County Recorder's office at Entry No.6841151, Book 98-1P, Page 15; thence N00°09'33"E 833.12 feet along the easterly line of said Subdivision; thence N89°54'47"W 314.00 feet to the easterly right of way line of Redwood Road as established by UDOT Project SP-0068(24)43, said point is 53.00 feet perpendicularly distant easterly from the design line of said project, opposite approximate engineer station 126+66.12; thence N00°09'33"E 25.00 feet along said easterly right of way line to a southerly deed line of a Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12786791, Book 10681, Page 9189; thence along said deed line the following five (5) courses, (1) S89°57'12"E 222.60 feet; thence (2) N00°07'33"E 353.00 feet; thence (3) N89°56'45"W 30.05 feet; thence (4) N00°07'35"E 162.00 feet; thence (5) N89°56'45"W 191.25 feet to the easterly right of way line of Redwood Road as established by UDOT Project SP-0068(24)43, said point is 54.00 feet perpendicularly distant easterly from the design line of said project, opposite approximate engineer station 136+22.38; thence N00°09'33"E 10.00 feet along said easterly right of way line to a southerly deed line of a Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12786791, Book 10681, Page 9189; thence along said deed line the following two (2) courses, (1) S89°56'45"E 239.25 feet; thence (2) N00°07'35"E 383.46 feet to the point of beginning.

Overall Contains: 35.91 acres+/-

Less and Excepting the South Jordan Canal, as determined by survey and described by a deed, recorded December 21, 1883, Book "X", Page 277, being Sixty-six (66') feet in width, being that portion of the canal located in the W1/2 of the SE1/4 of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being the intersection of the westerly right of way line of said South Jordan Canal and the westerly line of Jordan Hills Estates Subdivision on file in the Salt Lake County Recorder's office at Entry No.3298207, Book 79-6, Page 225, said point of beginning being S89°56'45"E 1,322.17 feet along the quarter section line and South 738.37 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence S00°07'35"W 157.54 feet along said westerly line of Jordan Hills Estates Subdivision to the easterly right of way line of said South Jordan Canal; thence along said easterly right of way line the following two (2) courses, (1) Southerly along the arc of a non-tangent curve to the left having a radius of 867.00 feet (radius bears: S66°41'45"E) a distance of 333.49 feet through a central angle of 22°02'20" Chord: S12°17'05"W 331.44 feet; thence (2) S01°15'55"W 121.45 feet; thence S89°56'45"W 66.02 feet to the westerly right of way line of said South Jordan Canal; thence along said westerly right of way line the following three (3) courses, (1) N01°15'55"E 122.97 feet; thence (2) along the arc of a curve to the right with a radius of 933.00 feet a distance of 387.40 feet through a central angle of 23°47'26" Chord: N13°09'38"E 384.63 feet; thence (3) N25°03'21"E 116.36 feet to the point of beginning. Canal Contains: 0.82 acres+/-

Overall Less Canal Contains: 35.09 acres+/-

Of which 0.54 acre+/- is east of the canal,
and 0.58 acre+/- is encumbered with a canal easement.

RESOLUTION R2020 – 38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY APPROXIMATELY LOCATED AT 1549 WEST 11400 SOUTH.

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah 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 Ann. § 10-9a-102, *et seq.*; and

WHEREAS, on January 16, 2019, the City Council of the City of South Jordan approved a rezone and development agreement (the “Development Agreement”) with the Boyer Company for a property approximately located at 1549 West 11400 South (the “Property”) that would allow the development of the Property; and

WHEREAS, Six S Company, LLC retained from the Boyer Company a commercial part of the Property and seeks to amend the Development Agreement with regard to the design guidelines and the rentable square footage requirement; and

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety, and welfare of the City of South Jordan to amend the 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. Authority to Execute. The Mayor of the City of South Jordan is authorized to execute an Amendment to the Development Agreement, attached hereto as **Exhibit A**.

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 16~~8~~ DAY OF June, 2020 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:

Anna Crookston
City Recorder

Approved as to form:

Edward Montgomery

Edward Montgomery (Jul 2, 2020 10:57 MDT)

Office of the City Attorney



EXHIBIT A

After recording, please send to:
City of South Jordan
Attn: City Recorder
1600 West Town Center Drive
South Jordan, Utah 84095

Affected Parcel Numbers: See Exhibit "B"

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment (this "Amendment") is to the development agreement dated January 16, 2019 recorded as No: 12962067 (the "Agreement").

RECITALS

- A. Six S Company, LLC retained from Developer the commercial part of the Project.
- B. Certain aspects of the Agreement (specifically the "Design Guidelines") along with the elevation of the Project, make the location of the commercial buildings extremely difficult, given the setback requirements in the Design Guidelines.
- C. With the parking requirements and maximizing the size of the buildings, Six S Company, LLC may not be able to comply with Section E(4)a of the Agreement, wherein it stated "obligation to develop or cause to be developed not less than 25,000 rentable square feet of indoor permitted or conditional commercial uses on Commercial Pads (A-D)," Six S Company, LLC requests that the minimum aggregate rentable square footage be reduced from 25,000 to 20,000.
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- E. Accordingly, the parties agree to amend the Agreement as follows:

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(SIGNATURE PAGE FOLLOWS)

This Amendment is effective on the date that the last party executes this Amendment as indicated by the date under that party's signature line.

THE CITY

SIX S COMPANY

Dawn R Ramsey
By: Dawn R Ramsey
Its: Mayor
Date: July 8, 2020

Reed W Stallings
By: REED W. STALLINGS
Its: MANAGER
Date: July 2, 2020



Notary for Six S Company

State of Utah)

County of Salt Lake)

On this 2 day of ^{Salt Lake} ~~June~~, 2020, personally appeared before me Reed W Stallings, whose identity is personally know to me and who by me duly sworn/affirmed, did attest that he is the Manager of Six S Company, LLC and that said document was signed by him in behalf of said LLC by virtue of its Operating Agreement and said Reed W Stallings acknowledged to me that said LLC executed the same.

Stephanie Spielvogel
(Notary Signature)

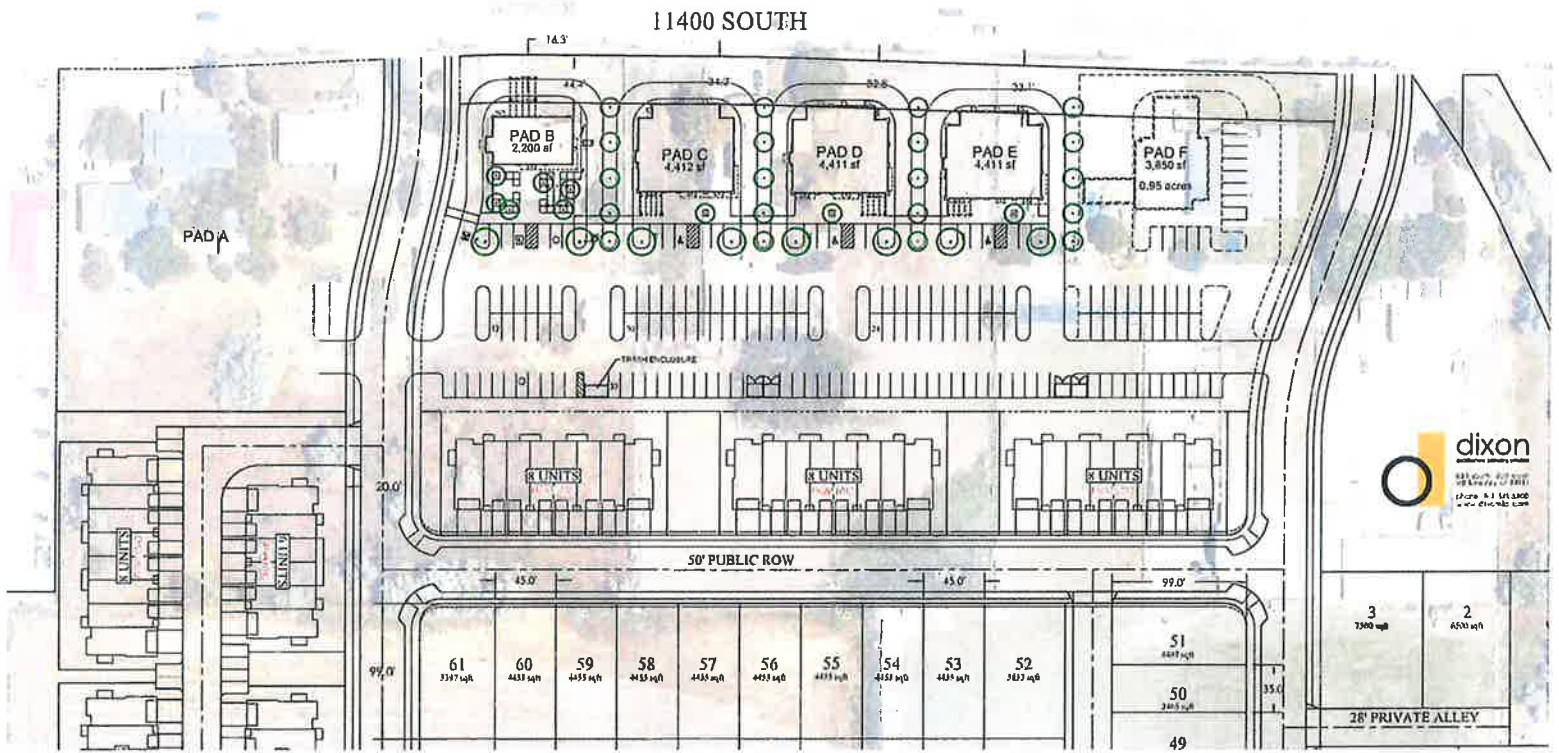


(notary seal)

Approved as to Form:

Edward Montgomery
Edward Montgomery (Jul 2, 2020 10:57 MDT)
Attorney for South Jordan City

EXHIBIT A
(possible site and setback examples)



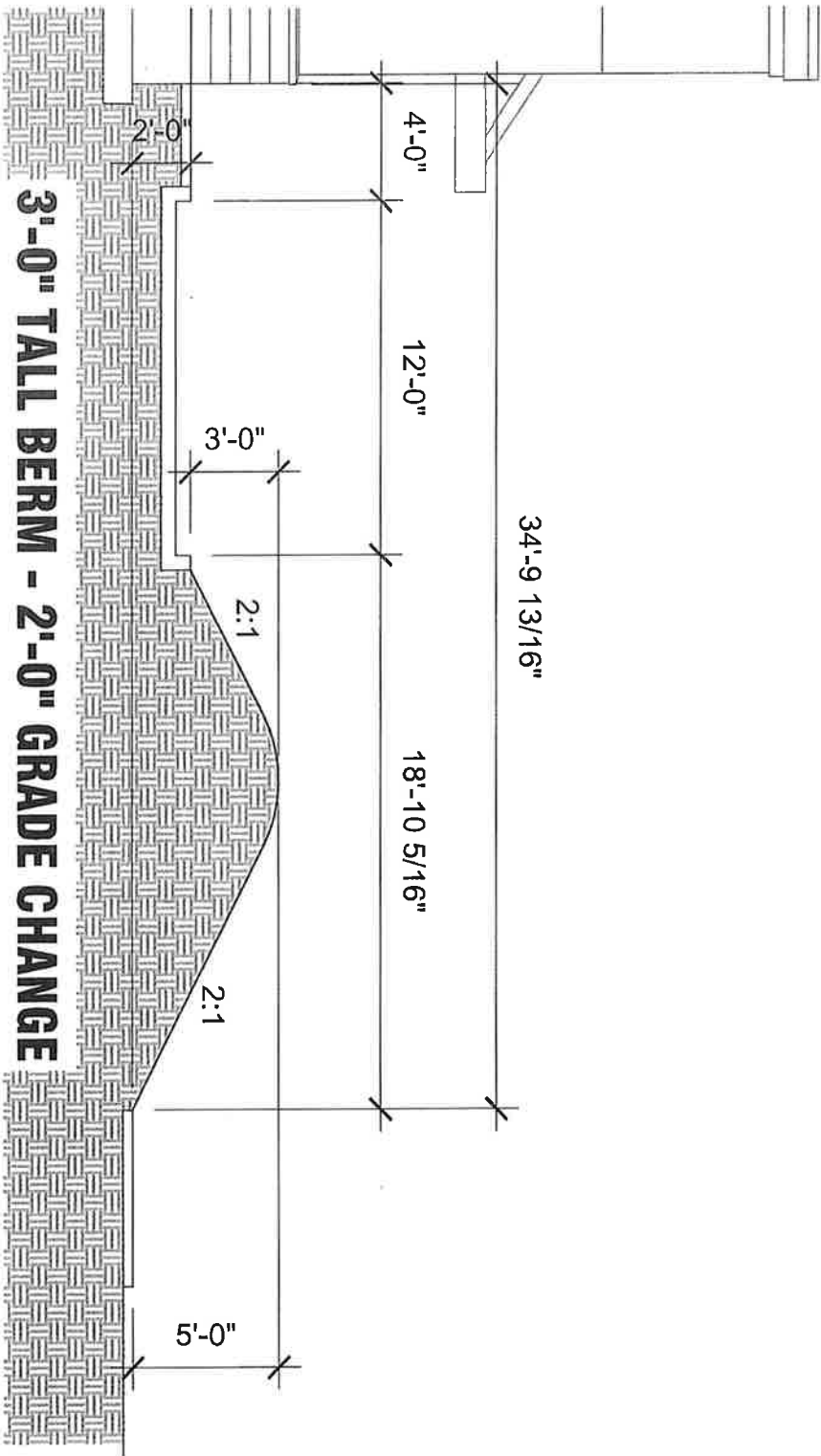


EXHIBIT B

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PREPARED FOR THE BOYER COMPANY
BOYER & BROWN PARCELS
SOUTH JORDAN, UTAH
(March 28, 2019)
18-346

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