

SOUTH JORDAN CITY PLANNING COMMISSION STAFF REPORT

MEETING DATE: AUGUST 25, 2026

FILE OVERVIEW	
Item Name	Park Place Phase 5 Preliminary Subdivision
Address	11011 S 1055 W
File Number	PLPP202600059
Applicant	Derek Rindlisbacher
Property Owner	CHRISTINE DEARING LIVING TRUST 12/17/2021 & DEVELOPMENT AT PARK PLACE PHASE 5, LLC
Staff Author	Miguel Aguilera, Planner II
City Engineer	Shane Greenwood, Senior Supervising Engineer
PROPERTY OVERVIEW	
Acreage	2.02 Acres
Current Zone	Single-Family Residential 2.5 u/a (R-2.5).
Current Land Use	Stable Neighborhood (SN).
Property to the North	Agriculture 1- Acre Zone (A-1), Current Land Use (SN).
Property to the East	Professional Office Zone (P-O), Current Land Use (SN).
Property to the South	Single-Family Residential (R-2.5), Current Land Use (SN).
Property to the West	Single-Family Residential (R-2.5), Current Land Use (SN).
ITEM SUMMARY	

The applicant is requesting the Planning Commission approve of their Preliminary Subdivision application. Subject to the previously approved Park Place Phase 5 Development Agreement, the application will divide the subject property into a 3 lot subdivision. Staff is recommending approval of the application.

TIMELINE

- **March 30, 2026**, the applicant submitted a complete preliminary subdivision application to Staff for review. The application was revised a total of 4 times to address all staff comments. The application was reviewed by the following departments:
 - Planning: Staff reviewed the application and worked with the applicant to revise the site plan to conform to applicable city regulations. Resubmitted materials addressed staff comments.
 - Engineering: Staff reviewed the application and worked with the applicant revise the site plan to conform to applicable city regulations. Resubmitted materials addressed staff comments.
 - Fire: Staff reviewed the application and worked with the applicant to revise the site plan to conform to applicable city regulations. Resubmitted materials addressed staff comments.

REPORT ANALYSIS

Located at the southern end of 1055 W, the subject property is a 2.02 acre parcel zoned R-2.5. It is in an area of the city that is following a trend of development away from agriculture and into residential development. Directly south is the Park Place 1 Subdivision. There is an existing home on the subject property. A smaller parcel of 0.47 acres will be used for the construction of a trail and right-of-way (ROW). This parcel was acquired by the City for the purpose of building the right-of-way (ROW).

Under the proposed concept plan, the subject property will be subdivided into three distinct parcels. The layout includes a northward extension of New Berkshire Lane, establishing a connection to the future trail and northern ROW. Lot 1, situated at the front, retains the existing residence with direct access to both 1055 W and the New Berkshire Lane extension. Lot 2 will front the extended New Berkshire Lane and feature an access lane providing ingress and egress to Lot 3 at the rear. This access corridor incorporates a dedicated turnaround designed to accommodate emergency vehicles and municipal waste collection. Overall, the proposed subdivision aligns with the standards required by the R-2.5 zone district and the associated agreement.

The development agreement establishes modified setback standards for Lots 2 and 3 within the proposed subdivision. These adjustments are necessary due to the unique dimensions and ROW access constraints of the two rear parcels, which otherwise result in restrictive building envelopes under standard base zone setbacks. Additionally, the agreement formalizes the shared obligations between the City and the Developer regarding the construction of the northern ROW and trail improvements.

FINDINGS AND RECOMMENDATION

Findings:

- This application is subject to the Park Place Phase 5 Development Agreement.
- The application will result in two new lots, a total of 3 in the whole subdivision.
- The City and the Developer have obligations in the agreement to construct the right-of-way, which will include a paved trail.

Conclusions:

- The application is in conformance with the minimum requirements of South Jordan Municipal Code [§16.14](#).

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:

The Planning Commission shall receive public comment at a public hearing regarding the proposed preliminary subdivision in accordance with of South Jordan Municipal Code [§16.10.060](#). The Planning Commission may approve, approve with conditions or if the proposed subdivision does not meet South Jordan Municipal Code [§16.14](#), other City ordinances, and/or sanitary sewer and culinary water requirements, deny the preliminary subdivision plat application.

Motion Ready:

I move that the Planning Commission approves:

1. File No. PLPP202600059, Park Place Phase 5 Preliminary Subdivision.

Alternatives:

1. Approval with conditions.

2. Denial of the application.
3. Schedule the application for a decision at some future date.

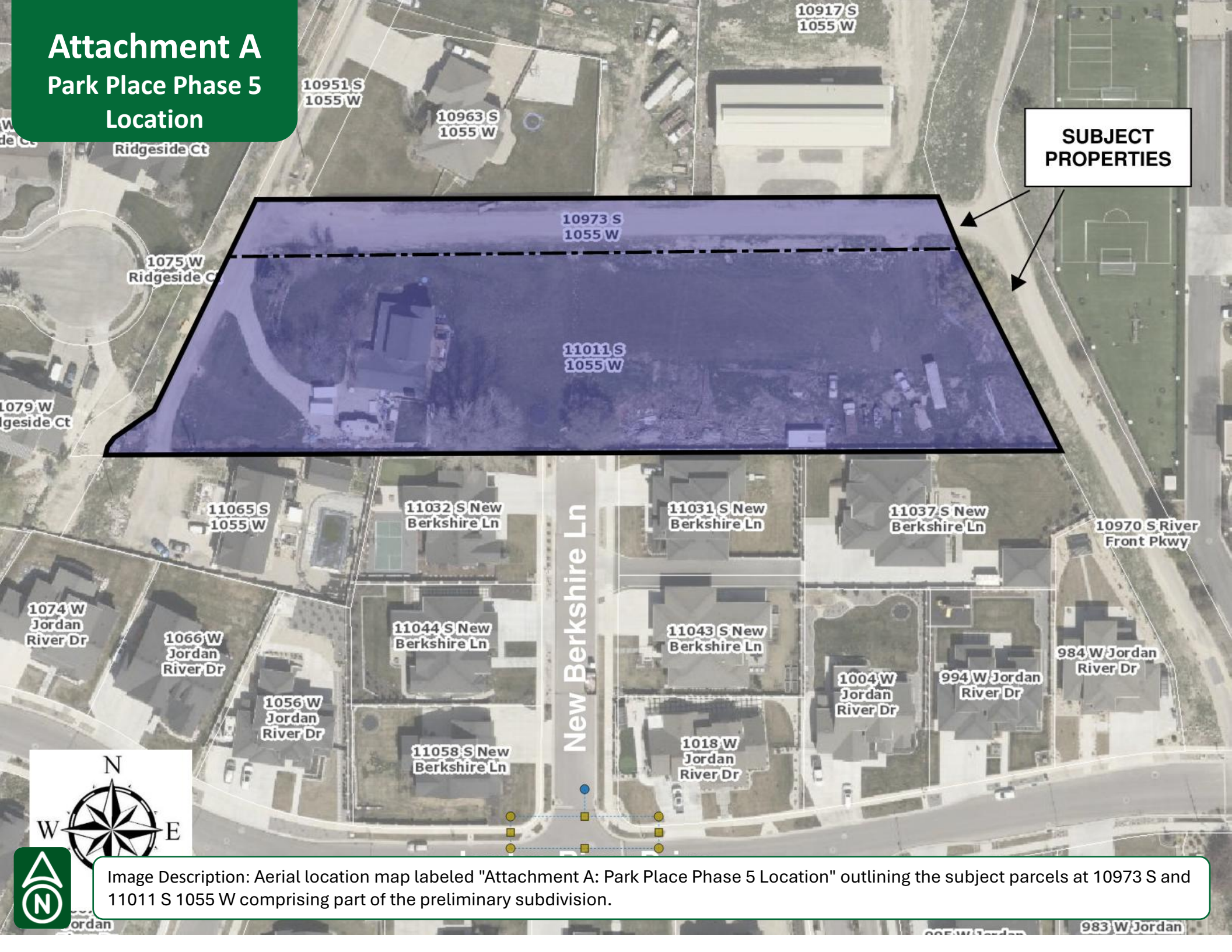
SUPPORTING MATERIALS

1. Attachment A, Location Map
2. Attachment B, Zoning Map
3. Attachment C, Preliminary Plat
4. Attachment D, Propose Site Plan
5. Attachment E, Development Agreement obligations

Attachment A

Park Place Phase 5

Location



SUBJECT
PROPERTIES

New Berkshire Ln

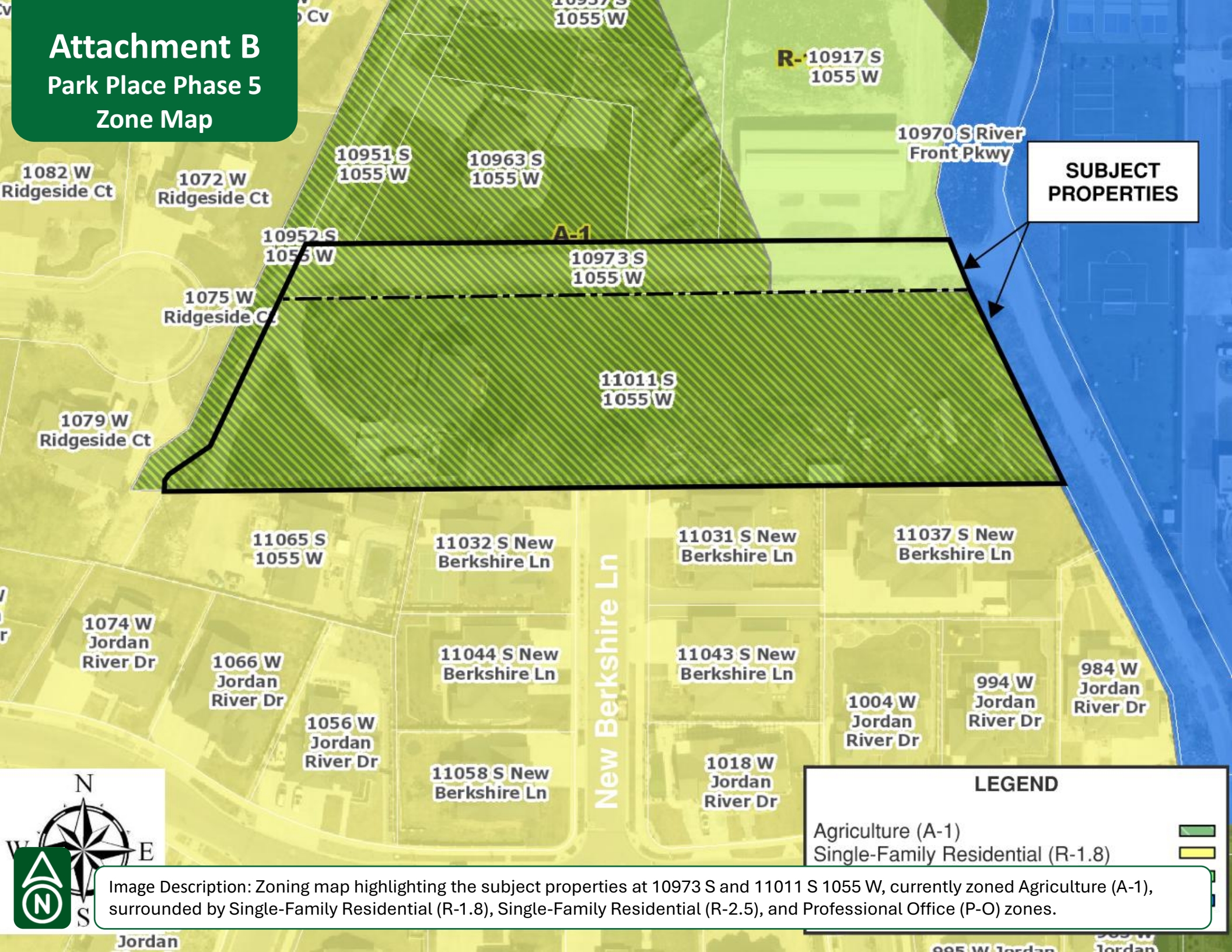


Image Description: Aerial location map labeled "Attachment A: Park Place Phase 5 Location" outlining the subject parcels at 10973 S and 11011 S 1055 W comprising part of the preliminary subdivision.

Attachment B

Park Place Phase 5

Zone Map

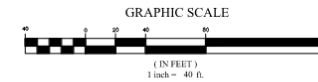


Attachment C

Park Place Phase 5 Preliminary Plat

PARK PLACE 5 PRELIMINARY PLAT

LOCATED IN THE SW 1/4 OF SECTION 23, T3S, R1W,
SALT LAKE BASE & MERIDIAN
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH



VICINITY MAP

LEGEND

- BOUNDARY LINE
- SECTION LINE
- EXIST. EASEMENT LINE
- EXIST. PROPERTY LINE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. SECONDARY WATER
- EXIST. IRRIGATION
- EXIST. NATURAL GAS
- EXIST. COMMUNICATIONS
- EXIST. OVERHEAD POWER
- EXIST. UNDERGROUND POWER
- EXIST. FENCE
- EXIST. IRRIGATION DITCH/FURROW
- EXIST. CONCRETE CURB & GUTTER, SIDEWALK
- EXIST. EDGE OF ASPHALT
- EXIST. WALL
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (NOT FOUND)
- BOUNDARY MARKER
- EXIST. SOLE-PLANT MANHOLE & COMBO BOX
- EXIST. SEWER MANHOLE
- EXIST. WATER VALVE & WATER METER
- EXIST. FIRE HYDRANT
- EXIST. IRRIGATION BOX
- EXIST. GAS VALVE & GAS METER
- EXIST. STREET LIGHT
- EXIST. POWER POLE
- EXIST. ELECTRICAL BOX
- EXIST. COMMUNICATIONS BOX
- EXIST. SPOT ELEVATION
- DEED BOOK PAGE FOR SALT COUNTY RECORD
- XXXX COUNTY PARCEL NO.

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	9.26	243.227	4.02	S123000P0W	3.99
C2	15.50	107.500	10.44	S144031E	17.76
C3	20.00	107.176	23.41	N322000W	22.43
C4	38.00	3627514	22.48	S104843E	22.30
C5	35.00	107.217	42.16	S144031E	39.46
C6	30.50	107.187	60.16	S140729E	56.46
C7	16.00	107.047	15.81	N425071W	14.23
C8	15.25	170.749	8.72	N1040910W	8.37
C9	18.50	170.757	6.57	N073830E	6.37

NOTES:

- #5 REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS.
- NAIL-PLUG TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
- PARCEL A TO BE OWNED AND MAINTAINED BY THE OWNER OF LOT 2.
- SOUTH JORDAN CITY WILL ASSUME OWNERSHIP OF THE PUBLIC RIGHT-OF-WAY UPON PLAT RECDATION.
- FINISH FLOOR ELEVATION ON EACH LOT WILL NOT EXCEED 4' ABOVE THE TBC ELEVATION ACROSS THE FRONTAGE OF THE LOT.

SOUTH JORDAN CITY PLAT NOTES:

- OWNERS AND POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT (THE "PROPERTY") ARE ADVISED TO FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS AND OTHER PERTINENT INFORMATION CONTAINED WITH THIS PLAT AND ALSO WITH ANY CONDITIONS, COVENANTS AND RESTRICTIONS (CCRs) DOCUMENTS RECORDED AGAINST THE PROPERTY. FAILURE TO ADHERE TO THESE NOTES, EASEMENTS, CC&Rs OR OTHER DOCUMENTS RECORDED AGAINST THE LAND COULD RESULT IN FINANCIAL LOSSES TO OR CHANGES IN EXPECTED PROPERTY USE OF THE PROPERTY OWNER. PROPERTY OWNERS AND PURCHASERS ARE RESPONSIBLE TO REVIEW AND BE IN COMPLIANCE WITH ALL NOTES, EASEMENTS, CC&Rs, AND OTHER RECORDED DOCUMENTS RELATED TO THIS PLAT, AS CURRENTLY EXISTING OR AS MAY FROM TIME TO TIME BE CHANGED AND/OR AMENDED.
- MANY AREAS IN SOUTH JORDAN CITY HAVE GROUND WATER PROBLEMS DUE TO HIGH OR FLUCTUATING WATER TABLE. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUNDWATER PROBLEMS, IN ANY.
- THE OWNER CERTIFIES THAT THE TITLE REPORT DATED _____ WHICH WAS PREPARED BY _____ TITLE COMPANY, WAS PROVIDED TO OWNER'S SURVEYOR AND THAT THE PLAT SHOWS ALL EASEMENTS AND ENCUMBRANCES LISTED IN SAID TITLE REPORT.
- FINISH FLOOR ELEVATION ON EACH LOT WILL NOT EXCEED 4' ABOVE THE TBC ELEVATION ACROSS THE FRONTAGE OF THE LOT.

EASEMENT APPROVAL	
CENTURYLINK	DATE
ROCKY MOUNTAIN POWER	DATE
ENBRIDGE GAS CO.	DATE

SURVEYOR'S CERTIFICATE

I, JUSTIN LUNDBERG, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 12554439 IN ACCORDANCE WITH TITLE 76, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-2-504, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND PARCELS TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS:

**PARK PLACE 5
PRELIMINARY PLAT**

AND THAT THE SAME HAS BEEN OR WILL BE CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

FOR REVIEW

JUSTIN LUNDBERG
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 12554439

Date _____

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 14 and Northwest Quarter of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian, located in South Jordan City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point 500'01'45"W 2551.84 feet along the Section line and S89°58'15"E 2091.11 feet from the West Quarter Corner of Section 14, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence S89°22'25"E 490.84 feet; thence S23°37'50"E 203.98 feet to a point located on the Northern line of Park Place Phase 1 Subdivision according to the official plat thereof, recorded November 22, 2019 as Entry No. 13130883 in Book 2019P Page 320 in the Salt Lake County Recorder's Office; thence along said Park Place Phase 1 Subdivision; thence S89°19'18"W 608.27 feet; thence N33°21'39"E 51.56 feet; thence N24°41'30"E 161.09 feet to the point of beginning

Containing 2.49 acres±

OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF THE DESCRIBED TRACT OF LAND ABOVE, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS:

**PARK PLACE 5
PRELIMINARY PLAT**

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ A.D. 20 _____

GREG RINDLISBACHER
PARK PLACE PHASE 5, LLC

CHRISTINE DEARING
CHRISTINE DEARING LIVING TRUST

ACKNOWLEDGMENT

STATE OF UTAH
S.S. COUNTY OF _____

ON THE _____ DAY OF _____, 20 _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO, THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN _____ COUNTY

MY COMMISSION NO. _____ PRINTED FULL NAME OF NOTARY _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S. COUNTY OF _____

ON THE _____ DAY OF _____, A.D. 20 _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, WHO, _____, L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN _____ COUNTY

MY COMMISSION NO. _____ PRINTED FULL NAME OF NOTARY _____

**PARK PLACE 5
PRELIMINARY PLAT**

LOCATED IN THE SW 1/4 OF SECTION 23, T3S, R1W,
SALT LAKE BASE & MERIDIAN

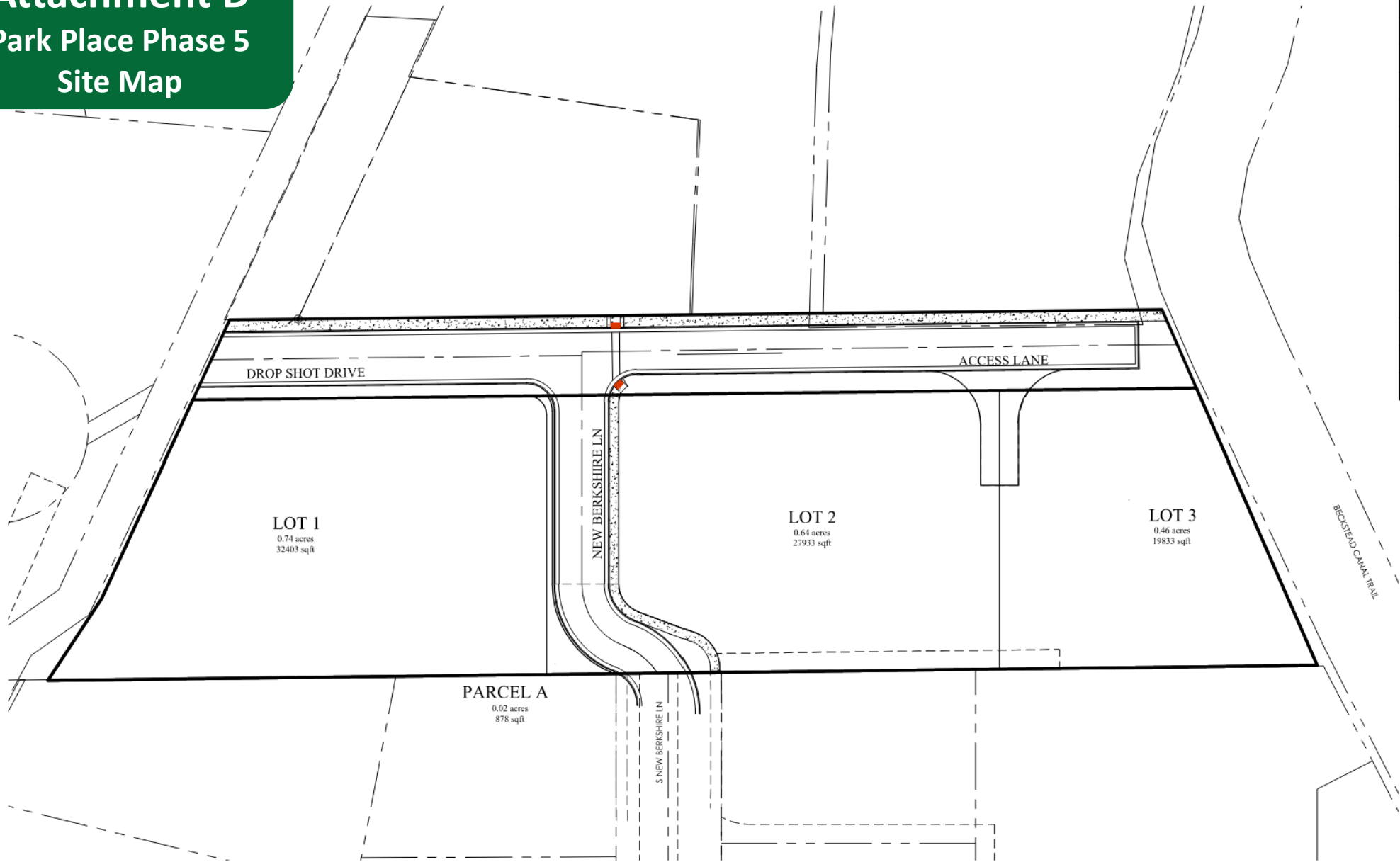


Preliminary subdivision plat, located in the SW 1/4 of Section 23, T3S, R1W, Salt Lake Base & Meridian, South Jordan City, Salt Lake County, Utah, prepared by Focus Engineering and Surveying, LLC. Proposed Lot Layout: Lot 1 (West): Contains an existing residential building footprint with frontage along an extension connecting from Ridgeside Court / 1055 W. Lot 2 (Central): An interior residential lot fronting the northern roadway and accessed south via New Berkshire Lane. Lot 3 (East): An eastern residential building lot bordering the eastern property boundary. Parcel A: A narrow linear parcel situated along the southern boundary of Lot 1. Roadway & Access Design: Drop Shot Drive: A proposed public residential street running east-west across the northern portion of the subdivision. New Berkshire Lane: Extends north into the subdivision from the existing southern boundary, terminating with roadway connectivity between Lot 1 and Lot 2.

Attachment D

Park Place Phase 5

Site Map



SITE MAP



Image Description: Site map labeled "Attachment D: Park Place Phase 5 Site Map" showing the layout of three proposed residential lots, Parcel A, and internal access roadways including Drop Shot Drive, New Berkshire Lane, and an access lane.

PARK PLACE PHASE 5 DEVELOPMENT AGREEMENT

The City of South Jordan, a Utah municipal corporation (the “City”), and Bach Land and Development, LLC, a Utah Limited Liability Company (“the Developer”), enter into this Development Agreement (this “Agreement”) this ____ day of _____, 2026 (“Effective Date”), and agree as set forth below. The City and the Developer are jointly referred to as the “Parties”.

RECITALS

WHEREAS. The Developer has submitted to the City an “Owner’s Affidavit” attached as Exhibit A indicating it is authorized to represent the Christine Dearing Living Trust, the owner (“Owner”) of certain real property specifically described in attached Exhibit B (“Property”) and intends to develop the Property (“Development”) consistent with the Concept Plan attached hereto as Exhibit C (“Concept Plan”); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code Ann. §10-20-102(2) et seq., as amended, and (2) South Jordan City Municipal Code (the “City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement;

WHEREAS, the Property is currently subject to the Planning and Land Use Ordinance of South Jordan City and is within the Agriculture 1 Acre zone (the “A-1 Zone”). A copy of the provisions of such zone designation in the South Jordan City Code is attached as Exhibit D;

WHEREAS, the Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from A-1 Zone to Single-Family Residential-2.5 (the “R-2.5 Zone”), to match the adjacent subdivision to the south (Park Place Subdivision Phases 1-4). A copy of the provisions of the R-2.5 Zone designation in the South Jordan City Code is attached as Exhibit E;

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

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

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council, pursuant to resolution **R2026-04** a copy of which is attached as Exhibit F; and

WHEREAS, the City and the Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the South Jordan City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as A-1 to a zone designated as R-2.5, to match the adjacent subdivision to the south (Park Place Subdivision Phases 1-4).

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

TERMS

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

B. Enforceability. The City and the Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developer relative to the Property shall vest, only if the South Jordan City Council in its sole legislative discretion approves a zone change for the Property currently zoned as A-1 to a zone designated as R-2.5, to match the adjacent subdivision to the south (Park Place Subdivision Phases 1-4).

C. Conflicting Terms. The Property shall be developed in accordance with the requirements and benefits provided for in relation to an R-2.5 zone under the City Code as of the Effective Date. In the event of a discrepancy between the requirements of the City Code including the R-2.5 zone, and this Agreement, this Agreement shall control

D. Developer Obligations.

1. **Concept Plan.** The Developer shall design and construct the Project in substantial conformity with the Concept Plan approved by the City (Exhibit C), subject to the terms and conditions of this Agreement and applicable provisions of the City Code. Minor deviations from the Concept Plan that do not materially alter density, use, circulation, or public improvements may be approved administratively by the City in writing and shall not require a formal amendment to this Agreement.

2. **Individual Lot Setback Provisions.**

LOT 1 SETBACKS	FEET
Front Yard (Interior and Corner Lots)	25'
Garage Opening (Front or Street Side)	25'
Front Yard (Cul-De-Sac Lots)	20'
Side Yard (Standard)	10'
Side Yard (Corner Lot Street Side)	25'
Rear Yard (Interior Lot)	25'
Rear Yard (Corner Lot)	10'

LOT 2 SETBACKS	FEET
Front Yard (Interior and Corner Lots)	25'
Garage Opening (Front or Street Side)	20'
Front Yard (Cul-De-Sac Lots)	20'
Side Yard South (Standard)	10'
Side Yard North (Standard)	0'
Side Yard (Corner Lot Street Side)	25'
Rear Yard (Interior Lot)	25'
Rear Yard (Corner Lot)	10'

LOT 3 SETBACKS	FEET
Front Yard (Interior and Corner Lots)	10'
Garage Opening (Front or Street Side)	25'
Front Yard (Cul-De-Sac Lots)	20'
Side Yard (Standard)	10'
Side Yard (Corner Lot Street Side)	25'
Rear Yard (Interior Lot)	25'
Rear Yard (Corner Lot)	10'

3. Garages. In accordance with South Jordan City Code Sections 17.40.020(F)(1) and 17.40.020(I)(2)(A), all residential main buildings within the development shall include a minimum two-car garage. Each covered or enclosed parking space shall measure no less than ten feet (10') in width and twenty feet (20') in length. When the garage opening faces a street, the garage opening minimum yard area requirement shall apply; otherwise, the front yard minimum yard area requirement shall govern. For any street-facing garage opening located on a cul-de-sac, the minimum setback shall be twenty-five feet (25') from the garage opening to the street.

4. Streets and Walkways. Shall be constructed in accordance with City Standards and specifications, unless otherwise modified by the City Engineer. Street cross sections will be as shown in Exhibit C.

Pedestrian Trail. Developer, in coordination with the City, shall construct a six foot (6') trail/walkway between 1055 West and the Beckstead Canal Trail System. Upon completion of the pedestrian trail, the City shall reimburse Developer all costs of design, engineering, construction, and improvement of the six-foot trail/walkway from 1055 West to the Beckstead Canal Trail. The exact configuration, alignment, and location of this trail shall be as depicted in Exhibit G attached hereto and incorporated herein by reference. The trail shall be constructed of concrete. All construction shall comply with applicable City standards and specifications.

5. Rights-of-Way. Directly north of Lots 1, 2, and 3, as depicted in the Concept Plan, lies a 0.48-acre parcel running linearly west to east, which parcel is owned by the

City and will be incorporated into the Park Place Phase 5 Subdivision as Public Right-of-Way. Within this parcel, the Developer shall construct and improve the right-of-way, which is to include the Pedestrian Trail and curb and gutter. Both the City and Developer shall participate in the improvement costs thereof. Within thirty calendar days of the City accepting the improvements, the City shall reimburse Developer for all costs of design, engineering, construction, and improvement of the “City Participation Area”, the Pedestrian Trail and curb and gutter along the entire length of the trail.

A. **Cost Allocations.** The Developer shall bear the initial costs of design and construction of the Improvements within the right-of-way as required by this Agreement, with reimbursement from the City as described under City Obligations. Developer shall assume all costs of construction of the Developer Participation Area (Exhibit H).

B. **Liability Allocation and Indemnity Limitation.** The Developer’s responsibility for construction of the right-of-way shall not include liability for injuries, damages, or losses arising from:

- Use by the general public beyond pedestrian access;
- Acts or omissions of third parties not under the Developer’s control;
- Conditions caused by City required design elements or City directed changes.

The Developer’s indemnity obligations, if any, shall be limited to claims arising from the negligent acts or omissions of the Developer or its contractors in the construction or routine maintenance of the Improvements and shall not extend to strict liability, design defects mandated by the City, or conditions arising after transfer of maintenance responsibility.

E. City Obligations.

The City shall be subject to all obligations as set forth above, as set forth under Utah law and as set forth in South Jordan City Code.

1. **Development Review.** The City shall review development of the Property in a timely manner, consistent with the City’s routine development review practices and in accordance with all applicable laws and regulations.

2. **Purchase.** The City shall purchase the Property with Parcel ID 27231260030000, which will become part of the right-of-way.

3. **Costs of Construction.** City shall assume all costs of construction of the City Participation Area (Exhibit H), as well as the pedestrian trail and curb and gutter along the entire length of the trail.

4. Costs of Maintenance. The City shall retain all maintenance obligations associated with the Pedestrian Trail and right-of-way, and the City shall assume all costs of maintenance of all Public right-of-ways and the Pedestrian Trail (Exhibit G).

5. Additional Improvements. If the City requires additional improvements, upgrades, or modifications beyond those shown on the approved plans due to changes in City standards or policies after construction, such improvements shall be at the City's sole cost unless otherwise agreed in writing

F. Vested Rights and Reserved Legislative Powers.

1. Vested Rights. Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Property in accordance with: (i) the R-2.5 (Exhibit D) zoning designation; (ii) the City Code in effect as of the Effective Date and; (iii) the terms of this Agreement.

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

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

H. General Provisions.

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