

RESOLUTION R2026 - 21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF THE KUNKLER TRUST PROPERTY BY THE BOYER COMPANY, LC.

WHEREAS, in 2006 the City of South Jordan (“City”) and the Boyer Company (“Developer”) entered into a development agreement (the “Agreement”) for the development of the property known as the North District, the South District, and the Theater District (collectively the “District”) in the Bangerter Highway Mixed Use Zone (the “BH-MU” Zone) with a then density of up to 8 units per acre and retail and office adopted through a Master Development Plan (the “MDP”); and

WHEREAS, in 2010 the City and Developer entered into the First Amendment to the Development Agreement (“First Amendment”) which was passed with South Jordan Ordinance 2010.04. The First Amendment and Ordinance 2010.04 together added to the number of uses and Ordinance 2010.04 amended the MDP identifying where the different types of residential units would be located within the District; and

WHEREAS, since 2010 the cities and the development community regularly address the number of units entitled in development agreements; and

WHEREAS, City and Developer desire to increase the number of units in the District to facilitate the construction of a senior center and senior housing; and

WHEREAS, City regularly enters into development agreements which address the number of units and desires to amend the Agreement and First Amendment with Developer for the District to address the number of units in the District instead of adopting a new MDP by Ordinance; and

WHEREAS, Developer also desires to amend the Agreement and First Amendment to address the number of units and other issues in the agreement instead of adopting a new MDP by Ordinance; and

WHEREAS, the South Jordan City Council finds it in the best interest of the welfare of the City of South Jordan citizens to amend the Agreement and First Amendment regarding development of the District increasing the number of residential units.

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

SECTION 1. Authorization to Sign Agreement. Mayor Dawn R. Ramsey is authorized to sign the Second Amendment to the Development Agreement for the development of the District.

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

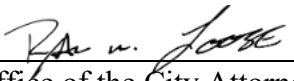
APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2026 BY THE FOLLOWING VOTE:

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

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

WHEN RECORDED, RETURN TO:

CITY OF SOUTH JORDAN

ATTN: CITY RECORDER

1600 W. TOWNE CENTER DRIVE

SOUTH JORDAN, UT 84095

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (“Second Amendment”) is entered into as of the date last signed (the “Effective Date”), by and between the City of South Jordan a Utah municipal corporation (“City”) and the Boyer Company, L.C. a Utah Limited Liability Company (“Developer”). The City and the Developer are jointly referred to as the “Parties”.

RECITALS

- A. The Parties entered into an agreement entitled, “Development Agreement” (“Agreement”) dated February 21, 2006, a copy of which is attached to this Amendment as Exhibit 1, to facilitate the development of property commonly known as the Kunkler property.
- B. Portions of the Kunkler property are commonly known as the South District (the area south of Daybreak Parkway, 11400 South, not including the Theater District), the Theater District (the area adjacent to: Bangerter Highway on the west; residential town homes and condominiums on the South; and the retail on the North and the East—as more particularly depicted on Exhibit 4 attached to this Second Amendment) and the North District (the area North of Daybreak Parkway, 11400 South) (collectively, the “District”).
- C. The Parties subsequently entered into an agreement entitled, “First Amendment to Development Agreement” (the “First Amendment”) dated May 18, 2010, a copy of which is attached to this Second Amendment as Exhibit 2, to facilitate the further development of the District.
- D. At the same time as entering into the First Amendment, the City adopted Ordinance 2010.04 which adopted an amended BH-MU Master Development Plan (MDP”), attached as Exhibit 3, which contained, among other items, the total number of approved residential units for development in the District (the “Units”), which was 1,600 Units, and the Land Use Plan (MDP Page 1 of 4) where those Units could be developed in the District.
- E. Of the 1,600 Units entitled by the MDP, 1,365 Units have been constructed with 235 Units remaining to be constructed.

- F. Not all the 1,365 Units were constructed as detailed in the MDP, specifically 44 Units more than were allowed by the MDP were constructed in the Multi-Family area of the North District and 196 Units are still entitled but cannot be constructed due to lack of land in the areas designated “Single Family / Place of Worship” and “Mixed Use – Office, Retail, Multi-Family”.
- G. The Parties have requested from each other certain amendments to the Agreement and the First Amendment with respect to the District and the entitlement of the number of Units.
- H. The Developer has requested an additional 265 Units which would allow a total of 500 Units to be developed by the Developer in the Theater District.
- I. The City has requested to purchase and the Developer has agreed to sell approximately 5 acres in the Theater District, for the City to construct a Senior Center and up to 200 senior apartment units.
- J. The South Jordan City Council has reviewed the proposed amendments and concluded that the amendments will result in planning and economic benefits to the City and its residents and will provide certainty useful to the Developer and the City in ongoing development of the District.

Now, Therefore, the Agreement and First Amendment are hereby amended as follows:

- 1. Section V. “City’s Obligations” of the Development Agreement and Section 3 of the First Amendment are amended by adding the following provisions:
 - C. City accepts the Master Development plan as amended by Section 2 of Ordinance 2010.04 as the District Master Development Plan (the “District MDP”).
 - D. City accepts the current existing number and location of units in the District comprising 1,365 as constructed.
 - E. City grants a total of 2,065 units to the District as follows:
 - 1. City recognizes that the Developer has 235 remaining units (the “Remaining Units”), 196 from the North District and 39 from the South and Theater District, and City grants to the Developer, or a designee, the Remaining Units in the Theater District.
 - 2. City grants to the Developer, or a designee, an additional 265 units in the Theater District (the “Additional Units”).

3. City grants an additional 200 multi-family senior housing units to the City, or a designee, in the Theater District.
2. Section VI. “Developer’s Obligations” of the Development Agreement and Section 4 of the First Amendment are amended by adding the following provisions:
 - E. Developer accepts the Master Development plan as amended by Section 2 of Ordinance 2010.04, except that the unit densities shall be as set forth in this Second Amendment to Master Development Agreement between Developer and City as the District Master Development Plan (the “District MDP”).
 - F. Developer accepts the current existing number and location of units in the District comprising 1,365 as constructed.
 - G. Developer agrees that the 500 Remaining Units and Additional Units shall be located only in the Theater District.
 - I. Developer agrees to construct all Remaining Units in accordance with the Development Agreement, the First Amendment, this Second Amendment, and applicable City Codes and Ordinances.
3. To the extent that this Second Amendment conflicts with the Development Agreement, the First Amendment, the MDP or any previous City Code, the terms of this Second Amendment shall control.
4. The rights and obligations of this Second Amendment shall inure to the benefit of and be valid and binding upon the Parties, only upon adoption by the City Council of the City of South Jordan of Resolution R2026-21.
5. The Parties shall cause this Second Amendment to be recorded in the Salt Lake County Recorder’s office against the property comprising the District, as more particularly described in Exhibit 5 attached hereto upon full execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the day and year of the last signature.

ATTEST:

By: _____
Dawn R. Ramsey, Mayor

By: _____
City Recorder

Approved as to Form and Legality

By: Rae W. Jocke
City Attorney

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

On _____, 2026 personally appeared before me, a Notary Public, _____, the Mayor of the City of South Jordan personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that she executed the above instrument on behalf of and with authority from the City of South Jordan.

WITNESS my hand and official Seal.

Notary Public

Exhibit 1
**(to Second Amendment to Development Agreement between the City of South Jordan, a
Utah Municipal Corporation and the Boyer Company, L.C. for the Development of
property commonly known as the Kunkler Trust Property or “The District”)**

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

Exhibit 2

(to Second Amendment to Development Agreement between the City of South Jordan, a Utah Municipal Corporation and the Boyer Company, L.C. for the Development of property commonly known as the Kunkler Trust Property or “The District”)

(“First Amendment to Development Agreement” Dated May 18, 2010 between The Boyer Company, L.C. and the City of South Jordan)

Exhibit 3
(to Second Amendment to Development Agreement between the City of South Jordan, a
Utah Municipal Corporation and the Boyer Company, L.C. for the Development of
property commonly known as the Kunkler Trust Property or “The District”)

(BHMU or District Master Development Plan)

Exhibit 4
(to Second Amendment to Development Agreement between the City of South Jordan, a
Utah Municipal Corporation and the Boyer Company, L.C. for the Development of
property commonly known as the Kunkler Trust Property or “The District”)

(Depiction of the Theater District)

Exhibit 5
(to Second Amendment to Development Agreement between the City of South Jordan, a
Utah Municipal Corporation and the Boyer Company, L.C. for the Development of
property commonly known as the Kunkler Trust Property or “The District”)

(Legal Description of the District)